

North Augusta



South Carolina's Riverfront

MINUTES OF MAY 18, 2020

Robert A. Pettit, Mayor

*J. Robert Brooks, Councilmember
Pat C. Carpenter, Councilmember
Fletcher L. Dickert, Councilmember
David W. McGhee, Councilmember
Eric H. Presnell, Councilmember
Kevin W. Toole, Councilmember*

ORDER OF BUSINESS

VIRTUAL REGULAR MEETING

The virtual regular meeting of the City Council of the City of North Augusta of May 18, 2020 having been duly publicized was called to order by Mayor Pettit at 7:04 p.m. using GoToMeeting online conferencing software and streamed online for public viewing at the City Facebook page: "City of North Augusta – Public Information" and City YouTube page: "City of North Augusta Public Information" and adjourned at 7:47 p.m. Per Section 30-4-80, (e) notice of the meeting was sent out by email to the current maintained "Agenda Mailout" list consisting of news media outlets and individuals or companies requesting notification. Notice of the meeting was also posted on the outside doors of the Municipal Center, the main bulletin board of the Municipal Center located on the first floor, and the City of North Augusta website.

Mayor Pettit rendered the invocation and the Pledge of Allegiance.

Members present were Mayor Pettit, Councilmembers Brooks, Carpenter, Dickert, McGhee, Presnell, and Toole.

Also in attendance were Rachelle Moody, Interim City Administrator; Kelly F. Zier, City Attorney; Ricky Jones, Manager of Information Technology; J. D. McCauley, Manager of Human

Resources; and Sharon Lamar, City Clerk. Members of the public and the media were provided access to the meeting via live-streaming video.

The minutes of the Regular City Council Meeting and Study Session of May 4, 2020 were approved by general consent.

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

Mayor Pettit issued a proclamation to end the State of Civil Emergency for the City of North Augusta.

Please see the text of the proclamation below:

**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.

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

On the motion of Mayor Pettit, second of Councilmember Presnell, Council unanimously agreed to remove an ordinance from the table 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 without discussion.

B. Ordinance – First Reading

On the motion of Councilmember Brooks, second of Councilmember Carpenter, Council agreed to consider an ordinance 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. With no comments of citizens or Council, the ordinance was approved unanimously on first reading.

Please see the text of the tabled ordinance is below:

ORDINANCE NO. 2020-11
ABANDONING A ROAD RIGHT-OF-WAY SHOWN ON
A PLAT FOR HAMMOND’S FERRY, SECTION A4, DATED
DECEMBER 14, 2019, IN THE CITY OF NORTH AUGUSTA

WHEREAS, at its regularly scheduled meeting of April 16, 2020, the North Augusta Planning Commission considered the request of property owners, H.F. Developers, LLC, 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, F, G, and H, on a plat prepared for Hammond’s Ferry, Section A4, by Cranston Engineering., dated December 14, 2019; 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 April 16, 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:

- I. That the section of platted but unopened and unnamed road right-of-way described herein is hereby abandoned, and
- II. Any abandoned right-of-way may be recombined with an adjacent property as allowed by state law.

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

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

On the motion of Councilmember Toole, second of Councilmember Carpenter, Council agreed to consider an ordinance on final reading 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 007-13-1-010. There were no citizen or Council comments. The final reading of the ordinance was adopted with a unanimous vote of Council.

Please see the text of the proposed ordinance below:

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.

WHEREAS, the City was approached by representatives of Riverside, H.F., LLC in connection with a Commercial Development/Event Facility that they propose to build within the Hammonds Ferry Development; and,

WHEREAS, in order to provide adequate parking for the facility, the developers proposed to construct and maintain a parking lot on property belonging to the City with the understanding that the City and general public would be able to utilize such parking when not required for the developers facility; and,

WHEREAS, substantial negotiation and discussion related to the request has taken place with Mayor and City Council ultimately determining that such arrangement would be in the best interest of the City and that such parking facility is the appropriate development of the property in question.

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

- I. The City authorizes the Parking Agreement/Lease of Real Estate as identified on "Exhibit A" attached hereto and incorporated by reference.
- II. That the City Administrator is authorized to execute the Agreement on behalf of the City.
- 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.

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

On the motion of Councilmember Carpenter, second of Councilmember Brooks, Council agreed to consider on final reading an ordinance granting easements to Dominion Energy South Carolina, Inc. for placement of facilities in Hammond’s Ferry. There were no comments from citizens or Council. The final reading was approved unanimously.

Please see the text of the proposed ordinance below:

ORDINANCE NO. 2020-13
AN ORDINANCE GRANTING EASEMENTS TO
DOMINION ENERGY SOUTH CAROLINA, INC. FOR PLACEMENT OF FACILITIES IN
HAMMOND’S FERRY

WHEREAS, Dominion Energy has indicated to the City its intent to install underground electric utilities to improve service reliability to its customers in Hammonds Ferry; and

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

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

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

- I. The City grants to Dominion Energy South Carolina, Inc. an easement over and across City property known as Tax Parcel Numbers 007-13-01-001, 007-13-11-010, and 003-08-07-003.
- II. The City Administrator is hereby authorized to execute the Deed of Easement and any other documents necessary in order to complete this matter.
- III. This Ordinance shall become effective immediately upon its adoption on the 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.

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 Meetings Electronically During Times of a Declared State of Emergency; Ordinance – First Reading

On the motion of Mayor Pettit, second of Councilmember McGhee, Council agreed to consider on ordinance 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 meeting electronically during times of a declared State of Emergency. Kelly Zier, City Attorney, explained this ordinance would only be valid in a State of Emergency proclaimed by the Mayor of North Augusta or the Governor of South Carolina. Councilmember Presnell and McGhee confirm the ordinance could not be used outside of a State of Emergency. The first reading of the ordinance was approved with a 7-0 vote and not comments from citizens.

Please see the text of the proposed ordinance below:

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:

- IV. 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.

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

On the motion of Councilmember Dickert, second of Councilmember Presnell, Council considered a resolution 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. Rachele Moody, Interim City Administrator, commented the annexation is requested by the property owner. There were no citizen comments. The resolution was approved unanimously.

Please see the text of the proposed resolution below:

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 February 18, 2020.

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.

B. Ordinance No. 2020-15 – To Change the Corporate Limits 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

On the motion of Councilmember Brooks, second of Councilmember Presnell, Council agreed to consider an ordinance on first reading to change the corporate limits 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. There were no comments from citizens or Council. The first reading was approved unanimously.

Please see the text of the proposed ordinance below:

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.

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

On the motion of Mayor Pettit, second of Councilmember Toole, Council agreed to consider a resolution to authorize the contract for employment of the City Administrator. Kelly Zier, City

Attorney, stated this is the first contract for employment offered to a City of North Augusta City Administrator. There were no citizen or Council comments. The resolution was approved Unanimously. Mayor Pettit added he is looking forward to August 17, 2020 when Jim Clifford will begin his position as City Administrator.

The text of the proposed resolution is below:

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

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 employ 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.

Exhibit A

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 biweekly 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 biweekly 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__.

ITEM 12. ADMINISTRATIVE REPORTS:

Mayor Pettit reiterated that citizens have approximately seven weeks' notice to make their utility payments current.

ITEM 13. CITIZENS COMMENTS/RECOGNITION OF VISITORS:

Please see the attached emails submitted to the City Clerk and read aloud for the May 18, 2020 Council Meeting.

A. Citizen Comments were provided via email by:

Fred Ilardi (see attachment)

B. Council Comments:

Councilmember Dickert reminded the City should be careful to not tie the 1 cent Hospitality Tax to any reoccurring expenses.

Mayor Pettit announced a Mid-Year Budget adjustment would be presented in July.

Councilmember Brooks asked Rachelle Moody, Interim City Administrator, to email Council a draft copy of the Small Business Program she presented at Study Session.


Councilmember Carpenter asked that a study be conducted to see if a sidewalk could be added on West Five Notch Road near Hammond Grove Word of Power Ministry.

Mayor Pettit made the following announcements:


- Municipal Court reopened today.
- The South Carolina Governor has extended the State of Emergency until May 28, 2020.
- Last week was National Police Officers Week
- "Hometown Heroes" banners are up on Georgia Avenue
- Former North Augusta City Councilmember, Dan Layman, passed away recently at the age of 95.

There being no further business, Council adjourned at 7:47 p.m.

APPROVED THIS 1st DAY OF
June 2020.


Robert A. Pettit
Mayor

Respectfully submitted,


Sharon Lamar
City Clerk

Lamar, Sharon

From: Frederic Ilardi <fred00701@msn.com>
Sent: Monday, May 18, 2020 11:13 AM
To: Lamar, Sharon
Cc: Pettit, Robert
Subject: Comments and Questions For City Council Meeting of May 18,2020

Dear Ms. Lamar:

I am submitting the following email to be read at the City Council Meeting of May, 18,2020. Thank you in advance for your attention to this request.

For Council Meeting May 18,2020

Thank you for accepting my four (4) questions at the May 4,2020 City Council Meeting and for Mayor Pettit providing me answers to my questions via an email to me.

My Questions for tonight are as follows:

1. Can you issue a directive to allow the posting all citizens questions and your responses from these virtual meetings be part of the Meeting Minutes that are kept as part of the official City record? I would like my questions that you read at the Council Meeting of May 4, 2020 and all your answers to me that you provided to me in an email, included. These answers provide all with current information. The questions I ask are submitted on behalf of many of our citizens and your answers will provide all with some extended clarity on how these outstanding issues will be handled.

2. Can you let the citizens of North Augusta know if the semi-annual bond payment due May 15,2020 was remitted to the bond holders?

If yes, will you identify what accounts these funds had money available to pay this note?

If no, what are the plans that you and council have discussed to remedy this situation?

3. As a follow up to my Question 2 at the Council Meeting May 4 2020 which was submitted as follows and I quote:

"The MID payments for property located in Riverside Village was due May 1, 2020. Can you provide the citizens an update on the collection of these funds?"

Mayor Pettit's reply:

"For simplicity, I have elected to identify properties with the "parcel" designation used

from the outset of the Riverside Village development, instead of Tax Parcel Numbers. For example, Parcel H, planned for single family residences, has separate tax parcel numbers for the six lots within the overall parcel. The Riverside Village Parcels with more than one Tax Parcel Number required to make a MID payment are shown with an *."

MID payment status for Riverside Village Properties

Hammonds Ferry Payment	
<u>Parcel Designation</u>	<u>Status</u>
Parcel A*	Not Paid
Parcel B	Not Paid
Parcel C	Not Paid
Parcel D	Not Paid
Parcel F (Hotel)	Paid
Parcel G*	Not Paid
Parcel H*	Not Paid
Parcel I	Not Paid
Parcel J (Apts.)	Paid
Parcel K	Not Paid

My Comment: The MID was supposed to be a safety net or back stop to insure that payments for the Development Bond would be paid without using additional tax funds from citizens. According to your response to me, of the total 10 parcels that you listed , on only 2 parcels was MID assessments (property) tax collected as of the May 1,2020 due date. Approximately \$825,000 payments are late and were not remitted and penalties of approximately \$125,000 have been assessed. Surely that was quite disappointing to all. It is possible that this problem might have been anticipated long before May 1,2020 because some County Tax payments on these very same properties were not paid on January 15,2020 and not reported as an item of concern to our citizens at any council meeting from that time to present. For information purposes this occurred before the Corona Virus was an issue and, in my opinion, should not be used as an excuse for non payment.

My Questions:

1. The citizens have been told that the City has enough funds to pay the 1st half payment for the Riverside Village bond payment due the first half of this year. Is that true?
2. If yes, where did these funds come from?
3. If true, where was the City planning to use these funds when the budget was prepared or were funds shifted from other accounts to

meet this obligation? Will any City functions be curtailed if this happens?

4. Since there will be additional funds required during the second half of 2020 for bond payment, where will these funds be coming from?

5. Can you identify any **contingency plan** that the former City Administrator, Mayor and Council set up just in case the tax payments were not paid?

6. Is there any recourse to these Riverside Village property owners to compel them to pay delinquent taxes or is their option to just default and lose their property?

7. When the properties were placed in separate Corporations did anyone consider that this was done so that each property could default individually and give the owners the ability to protect selected properties?

My Comments and Final Questions: Finally, It appears that the trusted investors, former City Administrator and Mayor and Council Members have put the citizens in a very tenuous situation. Is there any light at the end of the tunnel that you can presently identify to give the citizens hope that this can be resolved without substantial increases in taxes to the citizens? Can you assure the citizens that since they didn't have the opportunity to vote to approve the funds necessary to fund Project Jackson (Riverside Village) , they will not have to bear the burden of a tax increase. The next bond payment is due November 15,2020. Do you envision that these bond payment funds will be available without a tax increase?

Thank you again for the opportunity to provide comments and questions at City Council Meetings.

Sincerely,
Fred Ilardi
201-214-3010