



DISCUSSION ITEMS  
FOR  
JUNE 7, 2021  
CITY COUNCIL MEETING

*The documentation provided herewith consists of advance draft materials for review by Mayor and City Council. Such documents may be revised prior to the actual Council meeting before any formal consideration of same by Mayor and City Council. Said documents may also be revised by way of a proper amendment made at the Council meeting. These documents are informational only and not intended to represent the final decision of the Council.*



Interoffice Memorandum

TO: Mayor and City Council

FROM: Jim Clifford, City Administrator

DATE: June 4, 2021

SUBJECT: Regular City Council Meeting of June 7, 2021

**REGULAR COUNCIL MEETING**

**ITEM 5. PROCLAMATION: Scoliosis Early Detection Awareness Month**

Mayor Williams will proclaim the month of June as "Scoliosis Early Detection Month" in the City of North Augusta. Elisabeth Harkins will be in attendance to receive the proclamation.

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

**ITEM 6. PROCLAMATION: National Garden Week – June 6-12, 2021**

Mayor Williams will proclaim June 6-12, 2021 as National Garden Week in the City of North Augusta.

Please ATTACHMENT #6 for a copy of the proposed proclamation.

**ITEM 7. ZONING: Ordinance No. 2021-05 – To Amend the Zoning Map of the City of North Augusta, South Carolina by Rezoning ±51.20 Acres of Land Owned by Aiken County Board of Education, Aiken County Tax Parcel #023-05-001-003, from PD, Planned Development, to P, Public Use; Ordinance – Second Reading**

An ordinance has been prepared for Council's consideration on second reading to amend the zoning map of the City of North Augusta, South Carolina by rezoning ±51.20 acres of land owned by Aiken County Board of Education, Aiken County tax parcel #023-05-001-003, from PD, Planned Development, to P, Public Use.

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

**ITEM 8. CITY PROPERTY: Ordinance No. 2021-06 – An Ordinance Granting an Easement to Dominion Energy South Carolina, Inc. for Placement of Facilities to Serve Fire Station One; Ordinance – First Reading**

An ordinance has been prepared for Council's consideration on first reading to grant an easement to Dominion Energy South Carolina, Inc. for placement of facilities to serve Fire Station One.

Please see ATTACHMENT #8 for a copy of the proposed ordinance and supporting documents.

**ITEM 9. ENGINEERING AND PUBLIC WORKS: Resolution No. 2021-19 – Accepting the Donation of Granite Slabs from Tony L. Carr, Jr.**

A resolution has been prepared for Council's consideration to accept the donation of twenty three slabs of granite rescued from salvage and given freely with no encumbrances, strings, or expectations.

Please see ATTACHMENT #9 for a copy of the proposed resolution and supporting documents.

**ITEM 10. PLANNING AND DEVELOPMENT: Resolution No. 2021-20 – Accepting a Deed of Dedication for the Streets, Sanitary Sewer, Stormwater Collection, and Associated Easements and Rights of Way, Along with a Maintenance Guarantee and Letter of Credit for Austin Heights, Section 1**

A resolution has been prepared for Council's consideration to accept a Deed of Dedication for the streets, sanitary sewer, storm water collection, and associated easements and Rights of Way, along with a Maintenance Guarantee and Letter of Credit for Austin Heights, Section 1.

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

**ITEM 11. BOARDS AND COMMISSIONS: Planning Commission Appointment – Recommendation by Mayor**

Upon election to the Office of Mayor in April of this year, Briton Williams resigned his position on the City's Planning Commission. Mayor Williams wishes to recommend Robert S. "Bob" Bigger to fill that unexpired term of office through January 2024.

**ITEM 12. HUMAN RESOURCES: Resolution No. 2021-21- To Authorize the Contract for Employment of Interim Planning & Development Director**

A resolution has been prepared for Council's consideration to authorize the contract for employment of Interim Planning and Development Director, Thomas L. Paradise.

Please see ATTACHMENT #12 for a copy of the proposed resolution and Employment Agreement.

**ITEM 13. CITY CODE: Ordinance No. 2021-07 – Amending Section 12-21 of the Code of Ordinances of the City of North Augusta by Establishing Specific Exceptions to Said Section**

An ordinance has been prepared for Council's consideration on first reading to amend Section 12-21 of the City Code of Ordinances of the City of North Augusta by establishing specific exceptions to said section.

Please see ATTACHMENT #13 for a copy of the proposed ordinance and supporting document.

**ITEM 14. ADMINISTRATIVE REPORTS:**

**ITEM 15. PRESENTATIONS/COMMUNICATIONS/RECOGNITION OF VISITORS:**

**ITEM 16. ADJOURNMENT OF REGULAR CITY COUNCIL MEETING**

**ITEM 17. LEGAL: Executive Session – Request of the City Administrator**

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

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

Discussion will be related to City property identified as Aiken County Tax Parcels  
#007-07-06-003, #007-07-06-004, and #007-07-06-005

*Upon returning to open session, Council will NOT take action on the matter discussed in Executive Session.*



## **PROCLAMATION**

*WHEREAS, scoliosis, the abnormal curvature of the spine, is a condition which affect an estimated 6 to 9 million people in the United States; and*

*WHEREAS, primary onset of scoliosis is between ages 10 to 15 with females being five times more likely to require treatment, and scoliosis can cause pain, reduced respiratory function, and limited mobility in otherwise-healthy children,, and approximately 1 in 6 children diagnosed with this disease will eventually require active medical treatment and;*

*WHEREAS, screening programs allow for early detection and for treatment opportunities which may alleviate the worst effects of the condition which has no known cause or cure; and*

*WHEREAS, raising public awareness of scoliosis is vital, helping children, parents, and health care providers understand, diagnose, and treat this disease and reduce the pain and suffering of those it affects.*

*NOW THEREFORE, I, Briton S. Williams, Mayor of the City of North Augusta, South Carolina, do hereby claim June, 2021 as*

### **SCOLIOSIS EARLY DETECTION AWARENESS MONTH**

*IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of North Augusta, South Carolina, to be affixed this 7th day of June, 2021.*

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*Briton S. Williams, Mayor  
City of North Augusta*

## Lamar, Sharon

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**From:** elisabeth Harkins <lisharkins@gmail.com>  
**Sent:** Monday, May 17, 2021 12:40 PM  
**To:** Lamar, Sharon; Williams, Briton  
**Subject:** June Proclamation request

Dear Mayor Pettit,

My name is Elisabeth Harkins and for the last 6 years I have written requesting a proclamation for June to be recognized as Scoliosis- Early Detection Awareness Month here in North Augusta. I just want to tell you a little bit about my story to bring you up to date- I know you are very busy. I am now 21 years old and finishing up at Aiken Tech and transferring to Clemson in the Fall. I started a support group about 11 years ago for the state of South Carolina and was the leader of the South Carolina chapter of Curvy Girls, a support group for girls with scoliosis. Since being diagnosed with scoliosis (by accident) at age 10, I became very passionate about trying to raise awareness of the importance for getting screened early. The earlier it is found, the better the chances are of avoiding surgery. Also, there is possibly less brace time if detected early enough in the growth period. For the last 7 years, per my request, the Governor has issued a state proclamation for June to be recognized as Scoliosis Awareness Month. I would appreciate it, Mayor Williams, if you would issue this proclamation again for June to be Scoliosis- Early Detection Awareness Month for the city of North Augusta, in hopes of encouraging people to take action and get their children screened early. I appreciate your consideration.

Thank you,

Elisabeth Harkins



## ***PROCLAMATION***

***WHEREAS,** Gardeners have a passion for nurturing the beauty and resources of the earth through the planting of seeds, the care of all plants and the riches of their efforts; and*

***WHEREAS,** Gardeners work to preserve our country's traditional spirit of independence and initiative through innovation and hard work; and*

***WHEREAS,** Gardeners advocate the importance of all creatures sharing our world and their roles in a balanced and productive ecology; and*

***WHEREAS,** Gardening serves as a challenging and productive activity for all citizens, those just learning as well as those having years of experience; and*

***WHEREAS,** Gardening promotes a healthy lifestyle that lasts a lifetime, helps reduce stress from other areas of our life, and teaches that rewards come from diligent efforts; and*

***WHEREAS,** the North Augusta Council of Garden Clubs enriches our city by maintaining Billie's Butterfly Garden, providing a scholarship for a North Augusta High School senior, and sponsoring campers for Camp Wildwood.*

***NOW THEREFORE,** I, Briton S. Williams, Mayor of the City of North Augusta, South Carolina, do hereby proclaim the week of June 6-12, 2021 as*

### **National Garden Week**

***IN WITNESS WHEREOF,** I have hereunto set my hand and caused the seal of the City of North Augusta, South Carolina, to be affixed this 7th day of June 2021.*

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*Briton S. Williams, Mayor  
City of North Augusta*

ORDINANCE NO. 2021-05  
TO AMEND THE ZONING MAP OF THE CITY OF NORTH AUGUSTA,  
SOUTH CAROLINA BY REZONING ± 51.20 ACRES OF LAND OWNED BY AIKEN  
COUNTY BOARD OF EDUCATION, AIKEN COUNTY TAX PARCEL #023-05-01-003,  
FROM PD, PLANNED DEVELOPMENT, TO P, PUBLIC USE.

WHEREAS, on December 17, 2007, by Ordinance 2007-22, the North Augusta City Council adopted the North Augusta Development Code and a citywide Zoning Map which is consistent with the City’s North Augusta 2017 Comprehensive Plan; and

WHEREAS, pursuant to Section 5.3, North Augusta Development Code, the North Augusta Planning Commission may recommend amendments to the Zoning Map, provided such amendments are consistent with the City’s North Augusta 2017 Comprehensive Plan; and

WHEREAS, the North Augusta Planning Commission, following a April 15, 2021 public hearing, reviewed and considered a request by Aiken County Board of Education, to amend the Official Zoning Map of North Augusta from Planned Development (PD) to Public Use (P). The staff report and results of this hearing have been provided to City Council.

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. A parcel consisting of ±51.20 acres owned by Aiken County Board of Education, is hereby rezoned from PD, Planned Development to P, Public Use. Said property is Aiken County tax map parcel # 023-05-01-003 and specifically identified on Exhibit “A” attached hereto.
- II. The Official Zoning Map for the City of North Augusta is hereby amended to reflect this rezoning.
- III. All ordinances or parts of Ordinances in conflict herewith are, to the extent of such conflict, hereby repealed.
- IV. 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 \_\_\_\_\_, 2021.

First Reading \_\_\_\_\_

Second Reading \_\_\_\_\_

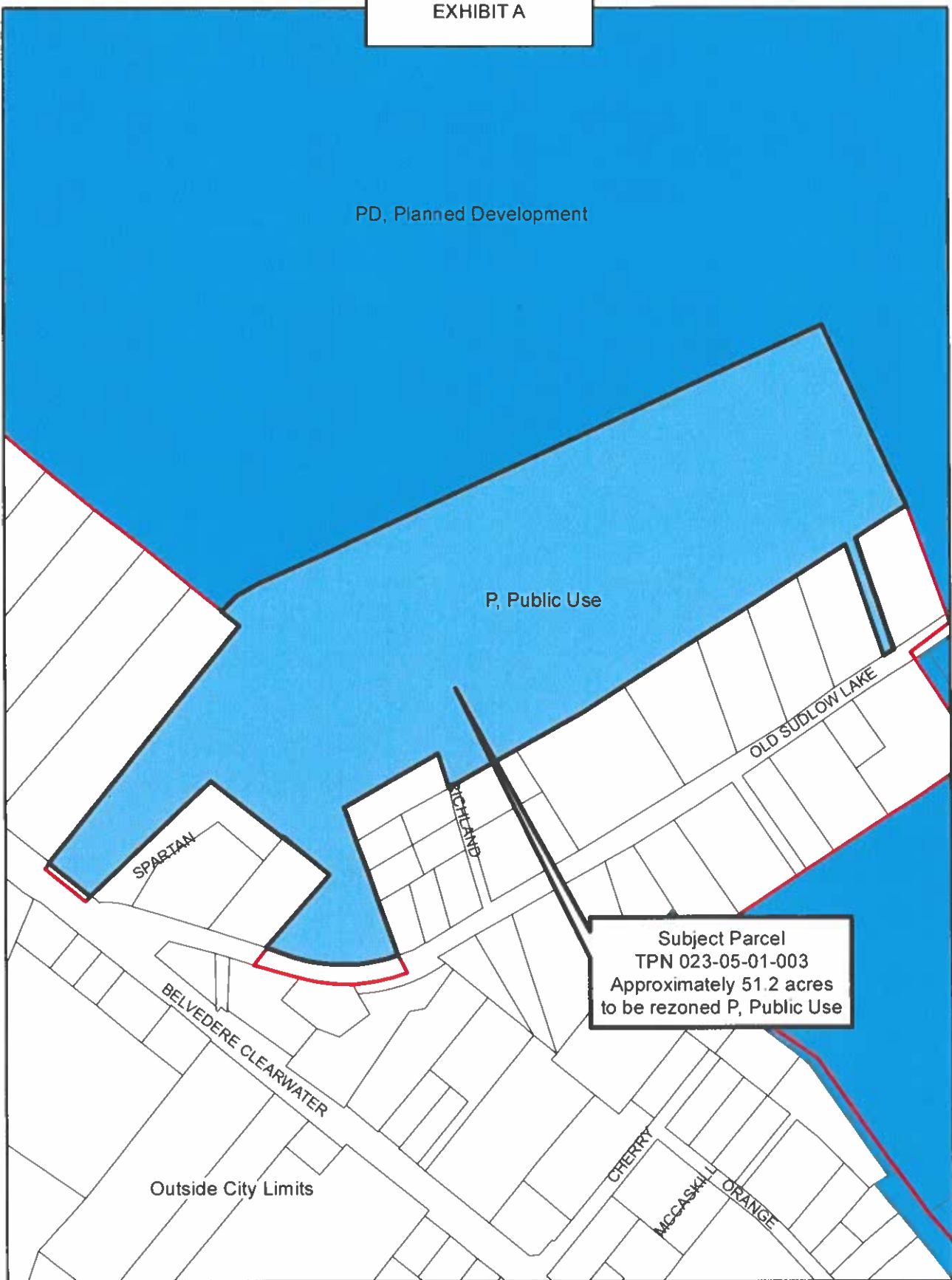
\_\_\_\_\_  
Briton S. Williams, Mayor

ATTEST:

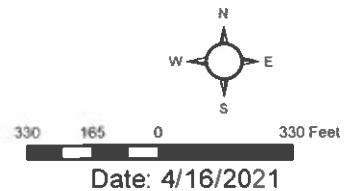
\_\_\_\_\_  
Sharon Lamar, City Clerk



EXHIBIT A



Application RZM21-001  
Tax Parcel Number 023-05-01-003  
A request to rezone approx. 51.2 acres  
from PD, Planned Development to  
P, Public Use zoning



ORDINANCE NO. 2021-06  
AN ORDINANCE GRANTING AN EASEMENT TO  
DOMINION ENERGY SOUTH CAROLINA, INC. FOR PLACEMENT OF FACILITIES  
TO SERVE FIRE STATION ONE

WHEREAS, the City of North Augusta is in the process of constructing Fire Station 1 at 311 W. Martintown Road (“Project”); and

WHEREAS, the City has requested that Dominion Energy provide underground electric service to the new fire station; and

WHEREAS, Dominion Energy has requested that the City grant to it an easement 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 grant to Dominion Energy South Carolina, Inc. an easement over and across City property known as Tax Parcel Numbers 007-07-07-003.
- 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 third and final reading.

DONE, RATIFIED AND ADOPTED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH AUGUSTA, SOUTH CAROLINA, ON THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2021.

First Reading: \_\_\_\_\_

Second Reading: \_\_\_\_\_

\_\_\_\_\_  
Briton S. Williams, Mayor

ATTEST:

\_\_\_\_\_  
Sharon Lamar, City Clerk

# Easement # 901829

INDENTURE, made this \_\_\_\_\_ day of \_\_\_\_\_, 2021 by and between City of North Augusta, a body politic, specifically a municipal corporation organized under the laws of the State of South Carolina, hereinafter called "Grantor" (whether singular or plural), and DOMINION ENERGY SOUTH CAROLINA, INC., a South Carolina corporation, having its principal office in Cayce, South Carolina, hereinafter called "Grantee".

WITNESSETH:

That, in consideration of the sum of One Dollar (\$1.00) received from Grantee, Grantor, being the owner of land situate in the County of Aiken, State of South Carolina, hereby grants and conveys to Grantee, its successors and assigns, the right to construct, extend, replace, relocate, perpetually maintain and operate an overhead or underground electric line or lines consisting of any or all of the following: poles, conductors, lightning protective wires, municipal, public or private communication lines, cables, conduits, pad mounted transformers, guys, push braces and other accessory apparatus and equipment deemed by Grantee to be necessary or desirable, upon, over, across, through and under land described as follows: a tract or lot of land containing 2.81 acres, more or less, and being the same lands conveyed to Grantor by deed of John C. Smith, Jr. Family, LLP, dated or recorded November 22, 2019, and filed in the Register of Deeds office for Aiken County in Record Book 4814 at Page 518.

**Right-of-Way enters Grantor's property from Grantee's existing overhead power line located along West Martintown Road; thence extends into Grantor's property with underground facilities as shown more fully on Grantee's drawing labeled C-84142, referenced only.**

TMS: 007-07-07-003

Together with the right from time to time to install on said line such additional lines, apparatus and equipment as Grantee may deem necessary or desirable and the right to remove said line or any part thereof.

Together also with the right to lay, construct, maintain, operate, repair, alter, replace and remove pipe lines, together with valves, tieovers and appurtenant facilities for the transportation of gas, oil petroleum products or any other liquids, gases or substances which can be transported through a pipe line.

Together also with the right (but not the obligation) from time to time to trim, cut or remove trees, underbrush and other obstructions that are within, over, under or through a strip of land ("Easement Space") extending Fifteen (15) feet on each side of any pole lines and Five (5) feet on each side of any underground wires or pipe lines and within, over, under or through a section of land extending Twelve (12) feet from the door side(s) of any pad mounted transformers, elbow cabinets, switchgears or other devices as they are installed; provided, however, any damage to the property of Grantor (other than that caused by trimming, cutting or removing) caused by Grantee in maintaining or repairing said lines, shall be borne by Grantee; provided further, however, that Grantors agree for themselves, their successors and assigns, not to build or allow any structure to be placed on the premises in such a manner that any part thereof will exist within the applicable above specified Easement Space, and in case such structure is built, then Grantor, or such successors and assigns as may be in possession and control of the premises at the time, will promptly remove the same upon demand of Grantee herein. Grantor further agrees to maintain minimum ground coverage of thirty six (36) inches and maximum ground coverage of fifty four (54) inches over all underground primary electric lines. Grantor further agrees to maintain minimum ground coverage of twenty four (24) inches and maximum ground coverage of forty two (42) inches over all underground pipe (gas) lines. Together also with the right of entry upon said lands of Grantor for all of the purposes aforesaid.

The words "Grantor" and "Grantee" shall include their heirs, executors, administrators, successors and assigns, as the case may be.

IN WITNESS WHEREOF, Grantor has caused this indenture to be duly executed the day and year first above written.

WITNESS:

**City of North Augusta, a body politic, specifically a municipal corporation organized under the laws of the State of South Carolina**

\_\_\_\_\_  
1<sup>st</sup> Witness

By: \_\_\_\_\_ (SEAL)

\_\_\_\_\_  
2<sup>nd</sup> Witness

Its: \_\_\_\_\_

**Easement # 901829**

ACKNOWLEDGMENT

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF AIKEN )

The foregoing instrument was acknowledged before me, the undersigned Notary, and I do hereby certify that the within named **City of North Augusta, a body politic, specifically a municipal corporation organized under the laws of the State of South Carolina**, by the hand of \_\_\_\_\_ its \_\_\_\_\_ personally appeared before me this day and that the above named acknowledged the due execution of the foregoing instrument.

Sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2021

\_\_\_\_\_  
(SEAL)  
Signature of Notary Public - State of SC

My commission expires: \_\_\_\_\_

\_\_\_\_\_  
Print Name of Notary Public

**RIGHT OF WAY GRANT TO  
DOMINION ENERGY SOUTH CAROLINA, INC.**

Line: **NORTH AUGUSTA FIRE STATION 2021**

County: **Aiken**

R/W File Number: **24879**

Grantor(s): **City of North Augusta, a body politic, specifically a municipal corporation organized under the laws of the State of South Carolina**

Return to: DESC  
132 Langley Dam Road  
Warrenville, SC 29851



DOMINION ENERGY SOUTH CAROLINA, INC.  
 ELECTRIC DISTRIBUTION DIVISION

PROJECT: 1516017  
 SHEET: 1 OF 2

DATE: 10/11/12  
 DESIGNER: J. J. BROWN  
 CHECKED: J. J. BROWN  
 APPROVED: J. J. BROWN

STANDARD SPECIFICATIONS FOR THE INSTALLATION OF OVERHEAD AND UNDERGROUND ELECTRICAL LINES AND EQUIPMENT  
 1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM ALL AFFECTED AGENCIES.  
 2. ALL CONDUITS SHALL BE INSTALLED AT THE PROPER DEPTH AND COVER.  
 3. ALL CABLES SHALL BE INSTALLED AT THE PROPER DEPTH AND COVER.  
 4. ALL PIPING SHALL BE INSTALLED AT THE PROPER DEPTH AND COVER.  
 5. ALL FOUNDATIONS SHALL BE INSTALLED AT THE PROPER DEPTH AND COVER.  
 6. ALL STRUCTURES SHALL BE INSTALLED AT THE PROPER DEPTH AND COVER.  
 7. ALL WORK SHALL BE COMPLETED WITHIN THE SPECIFIED TIME FRAME.  
 8. ALL WORK SHALL BE COMPLETED TO THE SATISFACTION OF THE ENGINEER.  
 9. ALL WORK SHALL BE COMPLETED TO THE SATISFACTION OF THE AGENCIES.  
 10. ALL WORK SHALL BE COMPLETED TO THE SATISFACTION OF THE COMMUNITY.

PRELIMINARY

NO.	DATE	BY	DESCRIPTION
1	10/11/12	J. J. BROWN	ISSUED FOR PERMITTING
2			
3			
4			
5			
6			
7			
8			
9			
10			

DATE: 10/11/12  
 SHEET: 1 OF 2

SCALE: 1" = 40'  
 C-01142

DOMINION ENERGY SOUTH CAROLINA, INC.  
 615 SOUTH BROADWAY, FLOOR 20, RICHMOND, VA 23219

CALL 811  
 BEFORE YOU DIG

8 DAYS BEFORE DIGGING  
 IN SOUTH CAROLINA

1516017 1 OF 2

ELECTRONIC DRAWING - DO NOT REVISE MANUALLY

PLAN SAFETY INTO EVERY JOB



RESOLUTION NO. 2021-19

ACCEPTING THE DONATION OF GRANITE SLABS FROM TONY L. CARR, JR.

WHEREAS, Tony L. Carr, Jr. wishes to donate salvaged granite slabs, to the City of North Augusta for use in a public space; and

WHEREAS, the City's Property Maintenance Department has expressed an interest in receiving these materials and has identified various projects where these materials could be used, such as benches, walls, art pieces, and waterfalls.

NOW THEREFORE BE IT RESOLVED that the Mayor and City Council in meeting duly assembled and by authority thereof, on behalf of the citizens of North Augusta, gratefully accepts the donation of this material.

BE IT FURTHER RESOLVED that the City Council wishes to express sincere appreciation to Tony L. Carr, Jr. for this contribution toward helping to build North Augusta's quality of life that is enjoyed by all citizens of the community.

DONE, RATIFIED, AND ADOPTED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH AUGUSTA, SOUTH CAROLINA, ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2021.

\_\_\_\_\_  
Briton S. Williams  
Mayor

\_\_\_\_\_  
Sharon Lamar  
City Clerk

## Lamar, Sharon

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**From:** Zeaser, Tom  
**Sent:** Wednesday, May 19, 2021 1:21 PM  
**To:** Lamar, Sharon  
**Subject:** FW: Granite Material - Gifted to The City of North Augusta  
**Attachments:** IMG\_7390.JPG

The below email and attached picture should be attached to the Resolution I sent previously.

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**From:** Kibler, Roy  
**Sent:** Wednesday, May 12, 2021 1:29 PM  
**To:** Zeaser, Tom <TZeaser@northaugusta.net>  
**Cc:** Moody, Rachele <RMoody@northaugusta.net>  
**Subject:** FW: Granite Material - Gifted to The City of North Augusta

Good afternoon Tom,

See Tony Carr's letter below.

**From:** Tony Carr [<mailto:tonycarr1910@gmail.com>]  
**Sent:** Wednesday, May 12, 2021 1:21 PM  
**To:** Kibler, Roy  
**Subject:** Granite Material - Gifted to The City of North Augusta

Attn: Roy Kibler

To whom it may concern,

My name is Tony L. Carr Jr. an artist, businessman, and lifelong citizen of the city of North Augusta. I am giving to the city of North Augusta 23 slabs of granite to use at their will. These 23 slabs of granite were rescued from salvage and given to me by Dustin Daniels, Superintendent with E. R. Contractor Inc. on Monday, 10th May, 2021.

Given freely with no incomberces, strings or expectations.

Tony L. Carr Jr. Artist....  
(803) 215-6718  
Owner: The Brass Ring LLC.  
122 James Brown Blvd.  
Augusta, Georgia 30901





RESOLUTION NO. 2021-20  
ACCEPTING A DEED OF DEDICATION FOR THE STREETS,  
SANITARY SEWER, STORMWATER COLLECTION, AND ASSOCIATED  
EASEMENTS AND RIGHTS OF WAY, ALONG WITH A MAINTENANCE  
GUARANTEE AND LETTER OF CREDIT,  
FOR AUSTIN HEIGHTS, SECTION 1

WHEREAS, Summerfield SC, LLC developed Austin Heights, Section 1 according to the requirements of the North Augusta Planning Commission and the City, and owns the streets, utilities and easements; and

WHEREAS, pursuant to §5.8.4.3 of the North Augusta Development Code, the Director of Planning and Development and the City Engineer approved the final subdivision plat for recording on March 3, 2021 and

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

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

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

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

ALL those strips or parcels of land, and appurtenances to said premises belonging or in anywise appertaining therewith, situate, lying and being in the City of North Augusta, County of Aiken, State of South Carolina, in Austin Heights, Section I, being 50' Right of Ways known as Greyton Circle, Bakerville Lane, and Kingburgh Lane, and also Parcel 1 Detention Pond containing 103,993 S.F. or 2.39 Acres more or less, as more particularly shown and described on that certain plat of survey prepared by H&C Surveying, Inc. for Summerfield SC, LLC dated February 27, 2020, and recorded in Plat Book 62, Pages 790-794, in the Office of the RMC of Aiken County, South Carolina. Reference is hereby made to said Plat for a complete and accurate description of said property hereby conveyed.

ALSO, All and singular, those certain water distribution and sewage collection systems, including but not limited to all pipes, mains, manholes, valves, meters and other improvements and appurtenances in any way connected therewith, excluding services lines from the lot lines to the improvements located thereon developed or extending within the lot lines of undeveloped lots situate, lying, and being in Aiken County, South Carolina, in Austin Heights Subdivision, Section I, being more fully shown and designates on that plat prepared by H&C Surveying, Inc. for Summerfield SC, LLC.

ALSO, all water and sanitary sewer easements and appurtenances to said premises belonging or in any way incident or appertaining as shown on the above referenced plats.

ALSO, all easements and appurtenances to said premises belonging or in any way incident or appertaining, as shown on the above referenced plats, including but not limited to:

Easement No. 1 – 1,107 S.F. or 0.03 AC  
Easement No. 2 – 1,026 S.F. or 0.02 AC  
Easement No. 3 – 3,360 S.F. or 0.08 AC  
Easement No. 4 – 719 S.F. or 0.02 AC  
Easement No. 5 – 3,672 S.F. or 0.08 AC  
Easement No. 6 – 2,479 S.F. or 0.06 AC

Easement No. 7 – 1,668 S.F. or 0.4 AC  
Easement No. 8 – 4,547 S.F. or 0.10 AC  
Easement No. 9 – 1,012 S.F. or 0.02 AC  
Easement No. 10 – 19,642 S.F. or 0.45 AC  
Easement No. 11 – 3,221 S.F. or 0.07 AC

This being a portion of the same property conveyed to Summerfield SC, LLC by deed of Dottie Berniece Summers, as Trustee of the Summers Family Trust dated July 11, 1985, on January 22, 2019, and being recorded in the Office of the RMC in Aiken County, South Carolina, book 4763, Pages 1800-1802.

Tax Map and Parcel: portion of 011-05-01-001

BE IT FURTHER RESOLVED that a Maintenance Guarantee and letter of credit in the amount of \$155,000.00 are hereby accepted.

DONE, RATIFIED AND ADOPTED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH AUGUSTA, SOUTH CAROLINA, ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2021.

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Briton S. Williams, Mayor

ATTEST:

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Sharon Lamar, City Clerk

Return to:  
Klosinski Overstreet, LLP  
1229 Augusta West Parkway  
Augusta, GA 30909

STATE OF SOUTH CAROLINA )  
  )       **DEED OF DEDICATION**  
  )       **AUSTIN HEIGHTS**  
COUNTY OF AIKEN                                 )       **SECTION 1**

THIS INDENTURE, made and entered into this \_\_\_\_ day of \_\_\_\_\_ 2021, by and between **SUMMERFIELD SC, LLC**, as the Party of the First Part, and **CITY OF NORTH AUGUSTA**, South Carolina, a body politic and corporate and political subdivision of the State of South Carolina, as the Party of the Second Part, whose address is P.O. Box 6400, North Augusta, SC 29861-6400.

**WITNESSETH:**

Party of the First Part, for and in consideration of the Sum of One Dollar (\$1.00) in cash to it in hand paid by the Party of the Second Part, the receipt of which is hereby acknowledge, at and/or before the sealing and delivery of these presents, and other good and valuable considerations, has granted, bargained, sold, released, conveyed and confirmed and by these presents does grant, bargain, sell, release, convey and confirm unto the said Party of the Second Part, its successors and assigns, the following described property, to-wit:

**SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF**

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

The within conveyance is subject, however, to the prior understanding and agreement of the parties hereto that Grantee assumes no responsibility for extending lines beyond that which is shown on the aforesaid maps or plans nor is Grantee required as its cost to extend any service lines to undeveloped lots in this project, further that the Grantor(s) herein covenants and warrants to make no representation verbal or written that Grantee at its cost will extend said

service lines and or main lines beyond which are presently existing, at the time of any written conveyance.

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

TO HAVE AND TO HOLD all and singular the premises before mentioned unto said Grantee(s), their Heirs and Assigns forever.

And the Grantor does hereby bind itself and its successors and assigns to warrant and forever defend all and singular the said premises unto the said Grantee, its successors and assigns against the Grantors and its heirs successors and assigns, and all persons whomsoever lawfully claiming, or to claim the same or any part thereof.

SIGNATUE PAGE ATTACHED

IN WITNESS WHEREOF, the said Party of the First Part has caused this Deed of Dedication to be executed the day and year first above written as the date of these presents.

Signed, sealed and delivered  
in the presence of:

SUMMERFIELD SC, LLC

Jennifer Samuelson  
First Witness

By: [Signature]  
Michael D. Polatty  
As Its: Manager

Denise Walter  
Second Witness

STATE OF GEORGIA     )  
  )  
COUNTY OF RICHMOND )

Karen Douglas, a Georgia notary public, do hereby certify that Michael D. Polatty, as Manager of Summerfield SC, LLC, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and seal this the 5 day of May, 2021.

Notary Public for Richmond Co  
Printed Name Karen Douglas  
My Commission Expires: 02-11-2024

[SEAL]

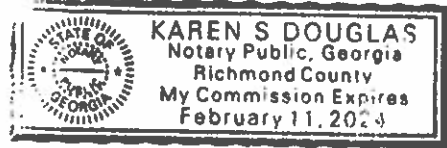


Exhibit "A"

All those strips or parcels of land, and appurtenances to said premises belonging or in anywise appertaining therewith, situate, lying and being in the City of North Augusta, Aiken County, South Carolina, in Austin Heights, Section I, being 50' Right of Ways known as Greyton Circle, Bakerville Lane, and Kingburgh Lane, and also Parcel 1 Detention Pond containing 103,993 S.F. or 2.39 Acres more or less, as more particularly shown and described on that certain plat of survey prepared by H&C Surveying, Inc. for Summerfield SC, LLC dated February 27, 2020, and recorded in Plat Book PL 62, Page 790-794, in the Office of the RMC of Aiken County, South Carolina. Reference is hereby made to said Plat for a complete and accurate description of said property hereby conveyed.

ALSO, All and singular, those certain sewage collection systems, including but not limited to all pipes, mains, manholes, and other improvements and appurtenances in any way connected therewith, excluding service lines from the lot lines to the improvements located thereon developed or extending within the lot lines of undeveloped lots situate, lying and being in Aiken County, South Carolina, in Austin Heights Subdivision, Section I, being more fully shown and designated on that plat prepared by H&C Surveying, Inc. for Summerfield SC, LLC.

ALSO, all sanitary sewer easements and appurtenances to said premises belonging or in any way incident or appertaining as shown on the above referenced plats.

ALSO, all easements and appurtenances to said premises belonging or in any way incident or appertaining, as show on the above referenced plats, including but not limited to:

Easement No. 1 – 1,107 S.F. or 0.03 AC  
Easement No. 2 - 1,026 S.F. or 0.02 AC  
Easement No. 3 – 3,360 S.F. or 0.08 AC  
Easement No. 4 – 719 S.F. or 0.02 AC  
Easement No. 5 – 3,672 S.F. or 0.08 AC  
Easement No. 6 – 2,479 S.F. or 0.06 AC

Easement No. 7 – 1,668 S.F. or 0.4 AC  
Easement No. 8 – 4,547 S.F. or 0.10 AC  
Easement No. 9 – 1,012 S.F. or 0.02 AC  
Easement No. 10 – 19,642 F.S. or 0.45 AC  
Easement No. 11 – 3,221 S.F. or 0.07 AC

This being a portion of the same property conveyed to Summerfield SC, LLC. by deed of Dottie Berniece Summers, as Trustee of the Summers Family Trust dated July 11, 1985, on January 22, 2019, and being recorded in the Office of the RMC in Aiken County, South Carolina, in Book 4763, Pages 1800-1802.

Tax Map and Parcel: portion of 011-05-01-001

STATE OF GEORGIA )  
COUNTY OF RICHMOND )

**AFFIDAVIT**

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 bearing Aiken County, South Carolina Tax Map # portion of 011-05-01-001 and being transferred by Summerfield SC, LLC to City of North Augusta, South Carolina on \_\_\_\_\_.
3. Check one of the following: The deed is:
  - (a) \_\_\_\_\_ subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth;
  - (b) \_\_\_\_\_ subject to the deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as a distribution to a trust beneficiary;
  - (c)   X   exempt from the deed recording fee because: #2  
(Explanation, if required)  
IF EXEMPT, PLEASE SKIP ITEMS 4-6, GO TO ITEM 7 OF THIS AFFIDAVIT
4. Check one of the following if either item 3(a) or item 3(b) above has been checked (See information section of this affidavit):
  - (a) \_\_\_\_\_ The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of \_\_\_\_\_
  - (b) \_\_\_\_\_ The fee is computed on the fair market value 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 \_\_\_ to the following: A lien or encumbrance existed on the land, tenement, or realty before the transfer and remained on the land, tenement, or realty after the transfer. If "YES", the amount of the outstanding balance of this lien or encumbrance is: \_\_\_\_\_.
6. The deed recording fee is computed as follows:
  - (a) \_\_\_\_\_ in the amount listed in item 4 above
  - (b) \_\_\_\_\_ the amount listed in item 5 above (no amount place zero)
  - (c) \_\_\_\_\_ subtract line 6(b) from line 6(a) and place the result.
7. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as: Attorney
8. 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 10th day of May,  
2021.

97

\_\_\_\_\_  
Scott J. Klosinski  
Attorney

Janelle W. Lund  
\_\_\_\_\_  
Notary Public

My Commission Expires:





***PRELIMINARY  
CERTIFICATION OF TITLE***

All those strips or parcels of land, and appurtenances to said premises belonging or in anywise appertaining therewith, situate, lying and being in the City of North Augusta, County of Aiken, State of South Carolina, in Austin Heights, Section I, being 50' Right of Ways known as Greyton Circle, Bakerville Lane, and Kingburgh Lane, and also Parcel 1 Detention Pond containing 103,993 S.F. or 2.39 Acres more or less, as more particularly shown and described on that certain plat of survey prepared by H&C Surveying, Inc. for Summerfield SC, LLC dated February 27, 2020, and recorded in Plat Book PL 62, Page 790-794, in the Office of the RMC of Aiken County, South Carolina. Reference is hereby made to said Plat for a complete and accurate description of said property hereby conveyed.

ALSO, All and singular, those certain water distribution and sewage collection systems, including but not limited to all pipes, mains, manholes, valves, meters and other improvements and appurtenances in any way connected therewith, excluding service lines from the lot lines to the improvements located thereon developed or extending within the lot lines of undeveloped lots situate, lying and being in Aiken County, South Carolina, in Austin Heights Subdivision, Section I, being more fully shown and designated on that plat prepared by H&C Surveying, Inc. for Summerfield SC, LLC.

ALSO, all water and sanitary sewer easements and appurtenances to said premises belonging or in any way incident or appertaining as shown on the above referenced plats.

ALSO, all easements and appurtenances to said premises belonging or in any way incident or appertaining, as show on the above referenced plats, including but not limited to:

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Easement No. 2 - 1,026 S.F. or 0.02 AC  
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Tax Map and Parcel: portion of 011-05-01-001

I have examined the public records affecting title to the property described above. **BASED UPON SUCH EXAMINATION, and** subject to the liens, encumbrances and other exceptions, marketable, fee simple title is vested in

**Summerfield SC, LLC**

The below liens, restrictions, easements, encumbrances, and other exceptions apply:

1. Errors shown by a plat of survey. The exact location on boundary lines, unrecorded easements, and other facts or conditions which would be disclosed by an accurate survey and inspection of the property, or possible liens of laborers or materialmen for improvement of the property, not filed for record prior to date;
2. The rights, if any, of persons who may be in possession under claims not appearing of record, or other matters not of record, including any prescriptive rights or claims to removable fixtures, forgery, insanity, or minority of a maker;
3. Violation of any zoning ordinances or restrictive covenants;
- 4- All city, state, county, and school taxes for 2021 are not yet due and payable; all city taxes for 2020 which are not yet due and payable.
6. Mortgage from Summerfield SC, LLC. to First Community Bank, dated December 10, 2019 and recorded December 27, 2019, in Record Book 4819 on page 1432-1442 of the public records of Aiken County, South Carolina, given to secure the original principal sum of \$4,982,628.00.
7. UCC Financing Statement in favor of First Community Bank, recorded in FS – 19-4289, of the public records of Aiken County, South Carolina.
8. UCC Financing Statement in favor of First Community Bank, recorded in FS – 19-4290, of the public records of Edgefield County, South Carolina.

Title is certified from the period beginning January 22, 2019 and ending at 12:00 P.M. on January 12, 2021.

  
\_\_\_\_\_  
Scott J. Klosinski, Attorney at Law



5455 Sunset Blvd.  
Lexington, SC 29072  
(803) 951.2265  
Fax (803) 358.6900

PO Box 64  
Lexington, SC 29071  
[www.firstcommunitysc.com](http://www.firstcommunitysc.com)

February 22, 2021

City of North Augusta  
100 Georgia Avenue  
North Augusta, SC 29841

RE: Letter of Credit #101-183 and 101-184, Summerfield SC, LLC, Austin Heights, Section 1

Dear Sirs:

In connection with the above-matter, enclosed is the original Irrevocable Letter of Credit #101-183 in the amount of \$152,000 for a Maintenance Guarantee and Irrevocable Letter of Credit #101-184 in the amount of \$362,000 for a Performance Guarantee. If you have any questions, please do not hesitate to contact our office.

Thanking you in advance for your cooperation in this matter, I am

Sincerely,  
*Carolyn Hull*  
Real Estate Paralelender, Team Lead  
First Community Bank  
(803) 358-4216

/cmh  
Enclosures



5455 Sunset Blvd  
Lexington, SC 29072  
(803) 951.2265  
Fax (803) 358.6900

PO Box 64  
Lexington, SC 29071  
[www.firstcommunitysc.com](http://www.firstcommunitysc.com)

May 14, 2021

City of North Augusta  
100 Georgia Avenue  
North Augusta, SC 29841

RE: Letter of Credit #101-183 and 101-184, Summerfield SC, LLC, Austin Heights, Section 1

Dear Sirs:

In connection with the above-matter, enclosed is the original Amendment #1 to Irrevocable Letter of Credit #101-183 in the amount of \$152,000 for a Maintenance Guarantee and Irrevocable Letter of Credit #101-184 in the amount of \$362,000 for a Performance Guarantee. If you have any questions, please do not hesitate to contact our office.

Thanking you in advance for your cooperation in this matter, I am

Sincerely,  
*Carolyn Hull*  
Real Estate Paralelender, Team Lead  
First Community Bank  
(803) 358-4216

/cmh  
Enclosures

GRID NORTH - 35

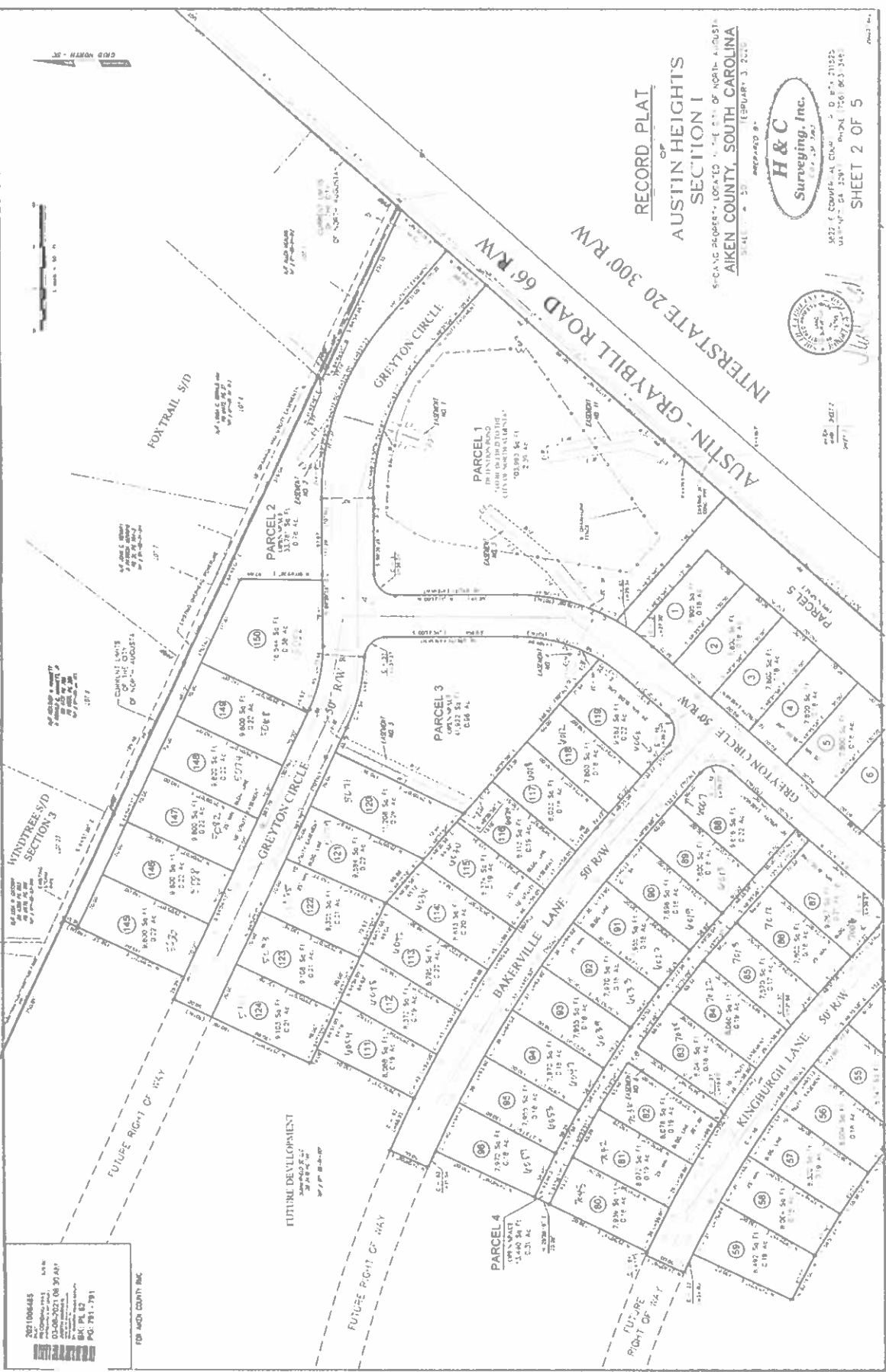


RECORD PLAT  
OF  
AUSTIN HEIGHTS  
SECTION I

SECTION BEGINS LOCATED IN THE CITY OF AUSTIN, TEXAS  
AIKEN COUNTY, SOUTH CAROLINA  
PREPARED BY  
H&C  
Surveying, Inc.  
1522 E. COMPTON AVE. SUITE 200 AUSTIN, TEXAS 78746  
PH: 512-333-3445  
FAX: 512-333-3446

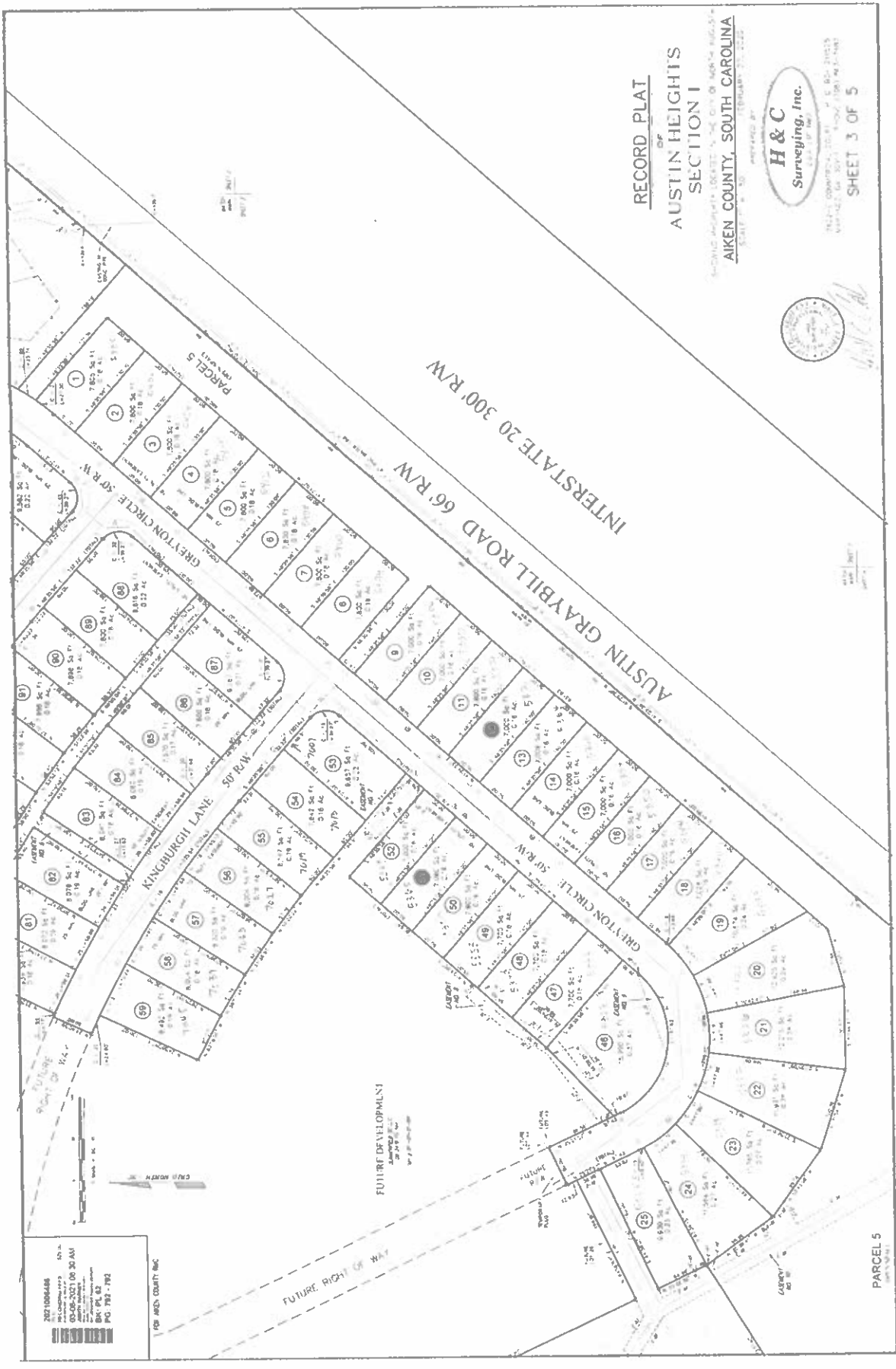


SHEET 2 OF 5



2011060445  
DATE  
PREPARED BY  
DATE OF SURVEY  
DATE OF RECORDING  
DATE OF PLAT  
PG. 191-191

FOR AIDEN COUNTY, INC.



RECORD PLAT  
 OF  
 AUSTIN HEIGHTS  
 SECTION I

AIKEN COUNTY, SOUTH CAROLINA  
 PLAT NO. 20



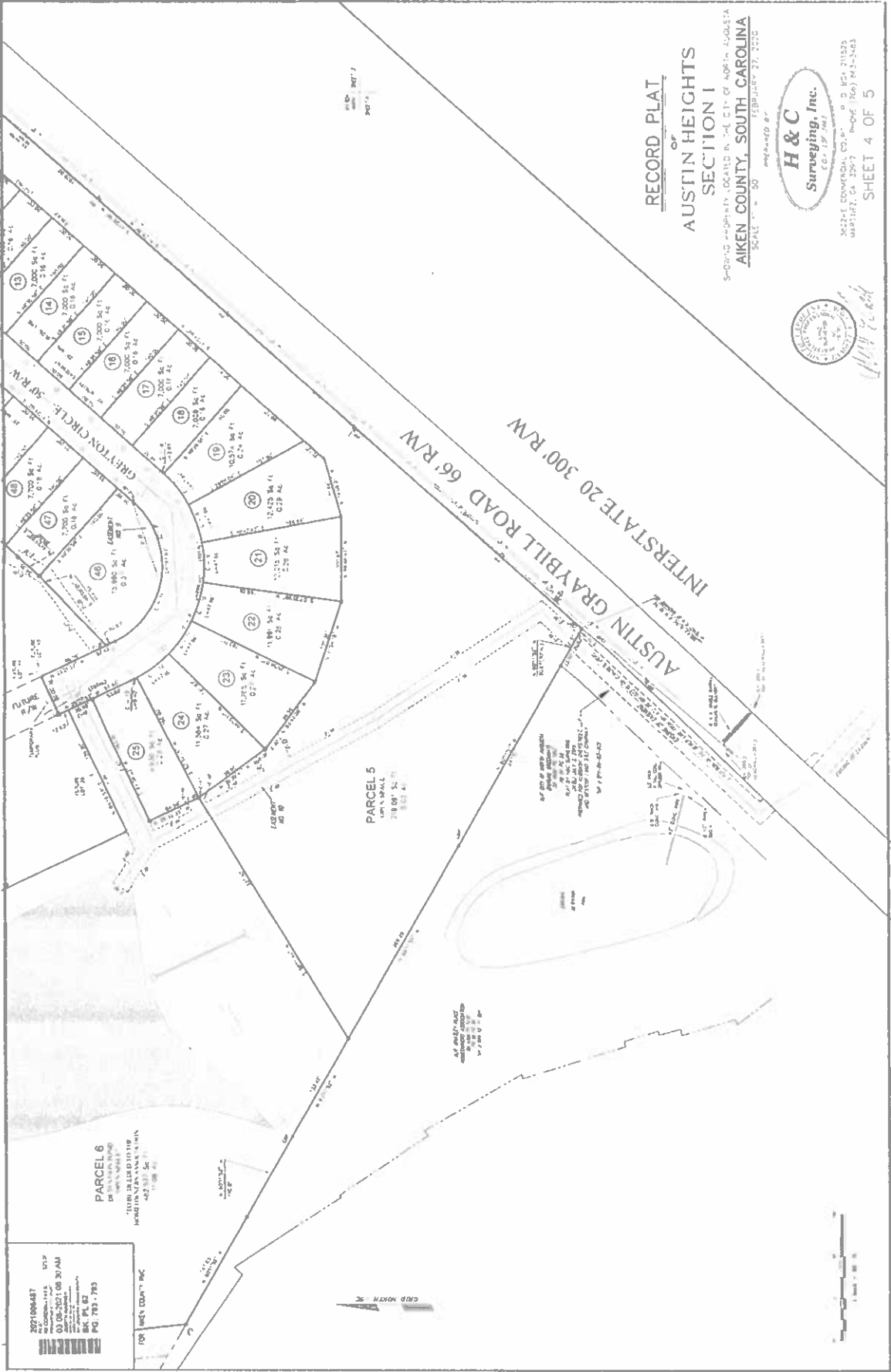
REGISTERED PROFESSIONAL SURVEYOR  
 STATE OF SOUTH CAROLINA  
 REG. NO. 11567  
 EXPIRES 12/31/2022  
 SHEET 3 OF 5



2022 10/14/23 5:11 PM  
 03-02-2021 00 30 AXI  
 03-02-2021 00 30 AXI  
 03-02-2021 00 30 AXI  
 PG. 797 - 792

FOR AIKEN COUNTY REC.

PARCEL 5



**RECORD PLAT**  
 OF  
**AUSTIN HEIGHTS**  
**SECTION I**

SECTION I, LOCATED IN THE CITY OF AUSTIN, TEXAS  
 AIKEN COUNTY, SOUTH CAROLINA  
 SCALE: 1" = 50' FEBRUARY 27, 2020



H & C  
 Surveying, Inc.  
 3422 E COMMERCIAL CO. RD. P O BOX 211325  
 WASHINGTON, GA 30677 PHONE (706) 843-3483

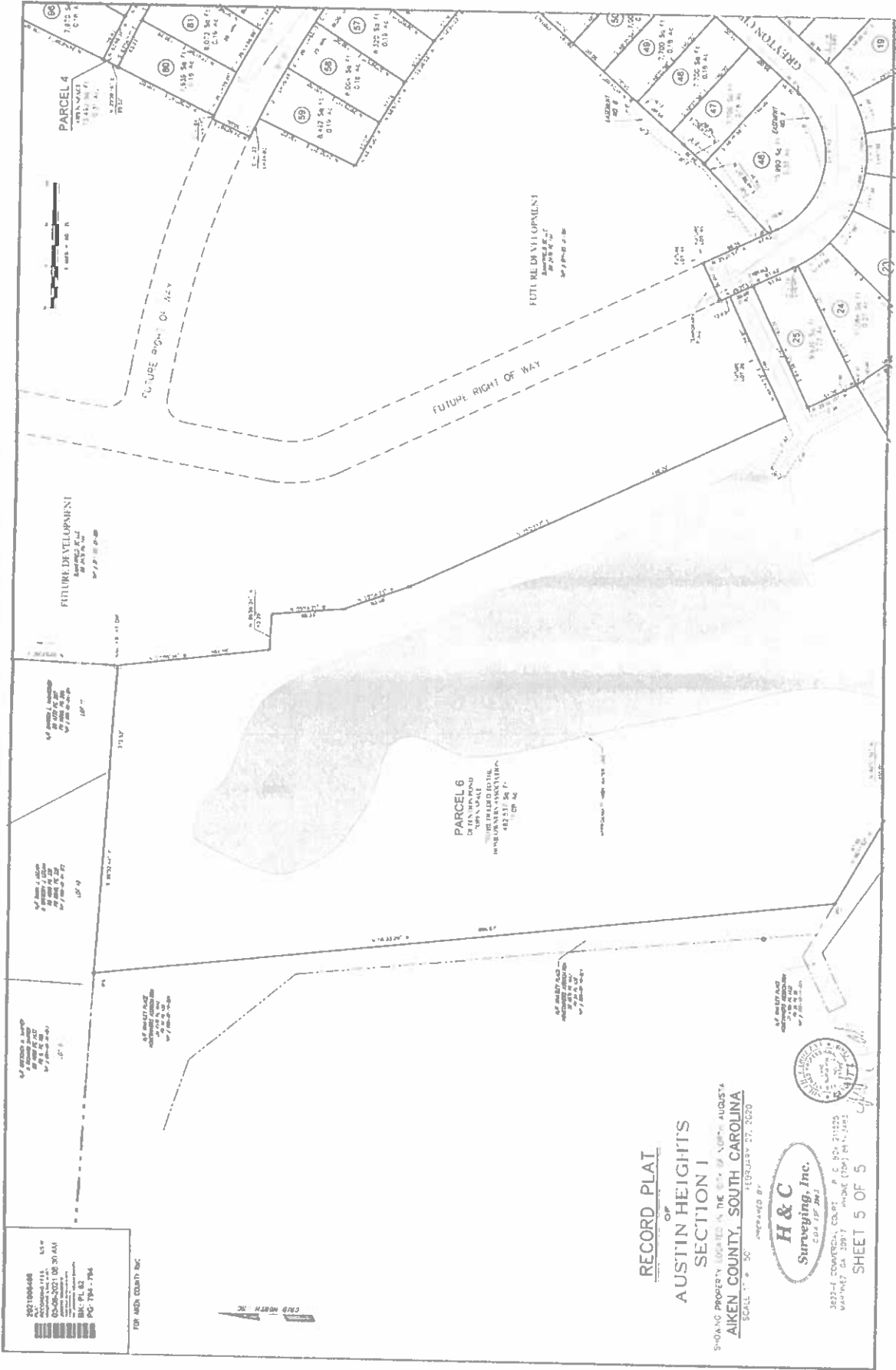
SHEET 4 OF 5



302100487  
 Aiken County, SC  
 Registered Professional Surveyor  
 License No. 1708  
 Date of License: 08/20/2018  
 H & C Surveying, Inc.  
 3422 E Commercial Co. Rd.  
 P.O. Box 211325  
 Washington, GA 30677  
 Phone: (706) 843-3483  
 Fax: (706) 843-3484  
 Email: info@hcsurveying.com

FOR INFO ONLY INC.





SECTION 16  
 TOWNSHIP 11 N  
 RANGE 10 E  
 COUNTY OF Aiken, South Carolina  
 PLAT 100  
 PG 194-194

FOR Aiken County SC



**RECORD PLAT**  
 OF  
**AUSTIN HEIGHTS**  
 SECTION 1  
 SHOWING PROPERTY LOCATED IN THE CITY OF AUSTIN, AUGUSTA  
 Aiken County, South Carolina  
 SCALE: 1" = 50' PREPARED BY



**H&C**  
 Surveying, Inc.  
 3822-1 COMMERCE COURT P.O. BOX 211225  
 WASHINGTON, GA 30677 PHONE (706) 641-1461



SHEET 5 OF 5



RESOLUTION NO. 2021-21  
TO AUTHORIZE THE CONTRACT FOR EMPLOYMENT  
OF INTERIM PLANNING & DEVELOPMENT DIRECTOR

WHEREAS, as a result of the resignation by Lillian E. "Libby" Hodges, former Director of Planning & Development, the Mayor with the authorization of Council has made a determination to employ Thomas L. Paradise as the Interim Planning & Development Director; 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. Paradise 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. Thomas L. Paradise is to be employed by the City as the Interim Planning & Development Director;
2. That the employment of Mr. Paradise, 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 June, 2021.

SIGNED BY:

\_\_\_\_\_  
BRITON S. WILLIAMS, MAYOR

ATTESTED BY:

\_\_\_\_\_  
SHARON LAMAR, CITY CLERK

# EMPLOYMENT AGREEMENT

## Interim Planning & Development Director

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

### **Section 1: TERM**

This employment Agreement shall be effective beginning the first day of employment which is July 6, 2021. This employment Agreement shall terminate July 5, 2022.

### **Section 2: DUTIES AND AUTHORITY**

A. The City agrees to employ Thomas L. Paradise as Interim Planning & Development Director to perform the functions and duties as specified by the Mayor, City Administrator, Position Description, and City Ordinance. All actions undertaken by Mr. Paradise in the execution of his duties, including requests from Administration, Mayor, and Council, shall be consistent with the Code of Laws of South Carolina and the Municipal Code of the City.

B. Mr. Paradise shall not engage in any other professional or business activities that, in the sole determination of the City Administrator, adversely affect or interfere with the performance of his services to the City. The foregoing does not preclude Mr. Paradise 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. Paradise an annual salary of \$95,159.90, payable in equal bi-weekly installments.

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. Paradise 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**

There are no residency requirements of Mr. Paradise for the term of this contract.

**EMPLOYMENT AGREEMENT**  
**Interim Planning & Development Director**

**Section 5: HEALTH, DISABILITY, AND LIFE INSURANCE BENEFITS**

A. Mr. Paradise shall be offered 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. Paradise will be credited with 10 days (80 hours) of vacation leave at the start of his employ.

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

C. Mr. Paradise agrees to keep the City Administrator reasonably informed of his absences. Mr. Paradise 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. Paradise is entitled for the same period.

**Section 7: AUTOMOBILE**

A. The City agrees to reimburse Mr. Paradise at the current IRS mileage rate for his use of his personal vehicle for City business.

B. Mr. Paradise agrees to the terms of the City's Vehicle 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. Paradise's membership dues and assessments for appropriate professional associations as agreed by the parties and as provided in the annual budget.

# EMPLOYMENT AGREEMENT

## Interim Planning & Development Director

C. Professional Development. The City agrees to pay Mr. Paradise's reasonable travel and subsistence expenses for professional and official travel, meetings, and occasions to adequately continue Mr. Paradise's professional development and to pursue necessary official functions for Employer. The City shall also pay for travel and subsistence expenses for short courses, institutes and seminars necessary for the good of the City. 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. Paradise 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. Paradise's death. In this event, Mr. Paradise'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. Paradise 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. Paradise'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 City Administrator takes action to change such status or the expiration of this contract occurs. While in such status, Mr. Paradise 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. Paradise 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. Paradise 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:

# EMPLOYMENT AGREEMENT

## Interim Planning & Development Director

- (i) Mr. Paradise's commission or omission of any act which, in the City Administrator's reasonable opinion causes material or significant harm to the City including its reputation;
- (ii) The indictment of Mr. Paradise for the commission or perpetration of any crime involving dishonesty, moral turpitude, or fraud;
- (iii) Mr. Paradise's material breach of this Agreement;
- (iv) Mr. Paradise's material violation of City policies that cause or are reasonably likely to harm the city or its reputation.
- (v) The exhibition by Mr. Paradise of a standard of behavior that is disruptive to the orderly conduct of the City's business operations to a level which, in the City Administrator's reasonable opinion, is materially detrimental to the City's best interest; or
- (vi) Mr. Paradise'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. Paradise 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. Paradise 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. Paradise 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 PERSONS 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, Mr. Paradise 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)

# EMPLOYMENT AGREEMENT

## Interim Planning & Development Director

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. Paradise 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. Paradise's employ which is scheduled for July 6, 2021.

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.

**EMPLOYMENT AGREEMENT**  
**Interim Planning & Development Director**

**IN WITNESS WHEREOF**, the parties have executed this Employment Agreement between the City of North Augusta, and Thomas L. Paradise, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Thomas L. Paradise

\_\_\_\_\_  
James S. Clifford, City Administrator

\_\_\_\_\_  
Briton S. Williams, Mayor

ATTEST:

\_\_\_\_\_  
Sharon Lamar, City Clerk

ORDINANCE NO. 2021-07  
AMENDING SECTION 12-21 OF THE CODE OF ORDINANCES  
FOR THE CITY OF NORTH AUGUSTA BY ESTABLISHING SPECIFIC  
EXCEPTIONS TO SAID SECTION.

WHEREAS, Section 12-21 of the City Code for the City of North Augusta was adopted by the Council as part of the 1956 Code with said provision being effective on or after April 9, 1957; and

WHEREAS, said Ordinance has been carried forward in all Codes of Ordinances for the City; and

WHEREAS, substantial change has occurred in the City with the City now having sports venues and entertainment districts that were not present or anticipated at the time that such Ordinance was originally adopted; and

WHEREAS, the Mayor and Council have determined that specific exemptions to said Ordinance are necessary and appropriate at this time.

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:

- A. The following specific exceptions to the provisions of 12-21 of the Code of Ordinances for the City of North Augusta are established:

The following areas and usages are exempted from the time limitations of 12-21 (1) (2) (13) with said areas bring subject to time limitations of not between the hours of 11:59 p.m. and 7:00 a.m. on Fridays and Saturdays. On all other days of the week the time limitations as set forth in 12-21 (1) (2) (13) remain applicable unless specifically waived for an event by the City Administrator or Assistant Administrator.

Such usages are also specifically determined to not be in violation of 12-21 (a) and (b).

- (1) The use of property by the State, or any political subdivision of the State, or any of their lessees, licenses, or permittees for the purpose of promoting, producing or holding cultural entertainment, athletic, or patriotic events including, but not limited to concerts, other musical performances and festivals.
  - (2) The portion of the area known as Riverside Village bordered by Esplanade Ave, Railroad Avenue, Georgia Avenue, and the Savannah River. such area being considered an Entertainment Zone.
- B. In the event of an official baseball game, taking place in the City Stadium, now known as SRP Park, is delayed beyond the permitted specific time as allowed by the Ordinance, such game may continue to be played and shall be exempted.



DONE, RATIFIED AND ADOPTED BY THE MAYOR AND CITY COUNCIL OF  
THE CITY OF NORTH AUGUSTA, SOUTH CAROLINA, ON THIS \_\_\_\_ DAY OF  
\_\_\_\_\_, 2021.

First Reading: \_\_\_\_\_

Second Reading: \_\_\_\_\_

\_\_\_\_\_  
BRITON S. WILLIAMS, MAYOR

ATTEST:

\_\_\_\_\_  
SHARON LAMAR, CITY CLERK

Sec. 12-21. - Noise.

- (a) Any unreasonably loud, disturbing, unnecessary noise which causes material distress, discomfort or injury to persons of ordinary sensibilities in the immediate vicinity thereof is hereby declared to be a nuisance and is hereby prohibited.
- (b) Any noise of such character, intensity and continued duration of which substantially interferes with the comfortable enjoyment of private homes by persons of ordinary sensibilities is hereby declared to be a nuisance and is hereby prohibited.
- (c) The following acts, among others, are declared to be nuisances in violation of this section, but such enumeration shall not be deemed to be exclusive:
  - (1) *Musical instruments*: The playing of any radio, television, phonograph or other musical instrument in such manner or with such volume, particularly during the hours between 10:00 p.m. and 7:00 a.m., as to annoy or disturb the quiet, comfort or repose of persons of ordinary sensibilities in any dwelling, hotel or other type of residence.
  - (2) *Loudspeakers and amplifiers*: The use of any loudspeaker or amplifier of such intensity that annoys and disturbs persons of ordinary sensibilities in the immediate vicinity thereof; the use of any stationary loudspeaker or amplifier operated on any weekday between the hours of 10:30 p.m. and 7:00 a.m., or at any time on Sunday.

**Cross reference**— Additional restrictions, § 3-8.

- (3) *Animals and birds*: The keeping of any animal or bird which, by causing frequent or long-continued noise, shall disturb the comfort and repose of any person of ordinary sensibilities in the immediate vicinity.
- (4) *Horns or other signal devices on vehicles*: The continued or frequent sounding of any horn or signal device on any automobile, motorcycle, bus or other vehicle except as a danger or warning signal; the creation by means of any such signal device of any unreasonable loud or harsh sound for any unnecessary and unreasonable period of time.
- (5) *Operation of vehicles*: The running of any automobile, motorcycle or other vehicle so out of repair, so loaded or in such a manner as to create loud or unnecessary grating, grinding, jarring or rattling noises or vibrations.
- (6) *Steam whistles*: The blowing of any steam whistle attached to any stationary

boiler except to give notice of the time to begin or stop work, or as a warning of danger.

- (7) *Exhaust without mufflers:* The discharge into the open air of the exhaust of any steam engine, stationary internal combustion engine, motor vehicle or boat engine except through a muffler or other device which will effectively prevent loud or explosive noises therefrom.
- (8) *Devices operated by compressed air:* The use of any mechanical device operated by compressed air, unless the noise to be created is effectively muffled and reduced.
- (9) *Construction work:* The erection, including excavation, demolition, alteration or repair work on any building other than between the hours of 7:00 a.m. and 6:00 p.m. and on weekdays, except in case of urgent necessity in the interest of public safety and convenience, and then only by permit from the council, which permit may be renewed by the council during the time the emergency exists.
- (10) *Near schools and hospitals:* The creation of any excessive noise on any street adjacent to any school or institution of learning while the same is in session or adjacent to any hospital which unreasonably interferes with the working of such institutions, provided conspicuous signs are displayed indicating that the same is a school or hospital street.
- (11) *Loading and unloading vehicles, etc.:* The creation of any loud and excessive noise in connection with the loading or unloading of any vehicle or the opening and destruction of bales, boxes, crates and containers.
- (12) *Peddlers, hawkers, etc.:* The raucous shouting and crying of peddlers, hawkers and vendors, which disturbs the peace and quiet of the neighborhood.
- (13) *Use of drums, etc., to attract attention:* The use of any drum, loudspeaker or other instrument or device for the purpose of attracting attention, by the creation of noise, to any performance, show or sale of merchandise.
- (14) *Sounding of sirens, etc., on vehicles:* The sounding of any siren, horn or other signal device on any automobile, ambulance, truck, motorcycle, bus or other vehicle in the city, except as a danger or warning signal to persons or animals using the streets, sidewalks and public thoroughfares.
- (15) *Railroads:* The blowing or sounding of any steam whistle, horn or signal device on any engine, locomotive car or vehicle adapted to the rails of a railroad in the city,

except as a warning or danger signal to persons or animals approaching, crossing or using the tracks of the railroad.

(Ord. No. 95-18, § I, 12-4-95)

**Cross reference—** "Ballyhooing" by peddlers, § 15-75; disorderly conduct, § 16-84 et seq.