



**AGENDA: CITY OF NORTH AUGUSTA REGULAR CITY COUNCIL MEETING**

**December 20, 2021 – 6:00 p.m. – Municipal Center – 100 Georgia Avenue, 3rd Floor - Council Chambers**

The regular City Council meeting will be streamed for public viewing online at:

- “City of North Augusta – Public Information” on [www.Facebook.com](http://www.Facebook.com)
- “City of North Augusta Public Information” on [www.YouTube.com](http://www.YouTube.com)

*CITIZEN COMMENTS: Citizens may speak to Mayor and City Council on each item listed on this agenda. The Mayor will call for comments prior to Council’s discussion. Speakers shall give their name and address in an audible tone of voice for the records. Speaker Forms are provided on the credenza at the entrance to the Council Chambers. Speakers desiring that the minutes indicate that they addressed Council on a specific topic should complete the form. The form will be included as part of the minutes of the meeting. Citizen comments are limited to five minutes.*

*CITIZEN ASSISTANCE: Individuals needing special assistance or sign interpreter to participate in the meeting, please notify the Administration Department 48 hours prior to the meeting.*

**1. CALL TO ORDER:**

**2. INVOCATION AND PLEDGE OF ALLEGIANCE:**

**3. ROLL CALL:**

**4. APPROVAL OF MINUTES: Regular City Council Meeting minutes of December 6, 2021;  
Study Session minutes of December 13, 2021**

**5. PROCLAMATION: Good Samaritan Recognition**

**6. COMMUNITY PROMOTION: Recognition of the Winners of the 2021 Mayor’s Writing Contest**

**UNFINISHED BUSINESS**

**7. ENGINEERING AND PUBLIC WORKS: Ordinance No. 2021-22 – Amending Chapter 14, Article V, Division 3 of the City Code of the City of North Augusta, South Carolina;  
Ordinance – Second Reading**

**8. ANNEXATION: Ordinance No. 2021-23 – To Change the Corporate Limits of the City of North Augusta by Accepting the Petition Requesting Annexation by the Landowners and Annexing ±43.9 Acres of Land Located on W. Martintown Road and Owned by Adams Brothers Properties, LLC; Ordinance – Second Reading**

**9. ZONING: Ordinance No. 2021-25 – To Amend the Zoning Map of the City of North Augusta, South Carolina by Rezoning ±1.63 Acres of Land Owned by Second Providence Baptist Church, Aiken County Tax Parcel #006-20-06-003, #006-20-06-004, #006-20-06-005, and #006-20-06-006 from R-10 Medium Lot, Single-Family Residential to GC, General Commercial; Ordinance – Second Reading**

**10. PUBLIC SAFETY: Ordinance No. 2021-24 – To Authorize the Purchase and Financing of Radios for the Department of Public Safety; Ordinance – Second Reading**

## NEW BUSINESS

11. **PUBLIC SAFETY:** Resolution No. 2021-47 – Resolution Approving Financing Terms for the Financing of Public Safety Radios
12. **PUBLIC SAFETY:** Resolution No. 2021-48 – A Resolution Authorizing an Asbestos Abatement Services Contract for City Owned Property at 1208 Georgia Avenue, Site of New Public Safety Headquarters
13. **FINANCE:** Resolution No. 2021-49 – A Resolution Authorizing Funding Allocation Recommendations of the Accommodations Tax Advisory Committee for the Disbursement of Revenues from the Accommodations Tax Year 2020-2021
14. **CITY PROPERTY:** Ordinance No. 2021-26 – To Convey a Portion of Tax Parcel 005-13-06-004 to the Wando Woodlands Property Owners Association, Inc.; Ordinance – First Reading
15. **CITY COUNCIL:** City of North Augusta City Council Meeting Schedule and Notice January 2022 through December 2022
16. **ECONOMIC DEVELOPMENT:** Resolution No. 2021-50 - A Resolution to Enter into a Memorandum of Agreement for Participation in Main Street South Carolina
17. **ENGINEERING AND PUBLIC WORKS:** Resolution No. 2021-51 – Authorizing Additional Funding for Engineering Services for the Downtown Greenway/Bluff Avenue Streetscape
18. **FINANCE:** Resolution No. 2021-52 – Resolution No. 2021-52 – Authorizing Funding for the Main Street Program to North Augusta Forward
19. **ECONOMIC DEVELOPMENT:** Resolution No. 2021-53 – Resolution to Authorize the City Administrator to Execute a Document or Documents Consenting to an Assignment of Rights Related to the Stadium License Agreement
20. **ADMINISTRATIVE REPORTS**
21. **PRESENTATIONS/COMMUNICATIONS/RECOGNITION OF VISITORS:**
  - A. **Citizen Comments** - *At this time, citizens may speak to Mayor and City Council regarding matters not listed on the agenda. Speakers shall give their name and address in an audible tone of voice for the records. Speaker Forms are provided on the credenza at the entrance to the Council Chambers. Speakers desiring that the minutes indicate that they addressed Council on a specific topic should complete the form. The form will be included as part of the minutes of the meeting. Citizen comments are limited to five minutes.*
  - B. **Council Comments** –
22. **ADJOURNMENT**



**DISCUSSION ITEMS FOR  
DECEMBER 20, 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: December 17, 2021

SUBJECT: Regular City Council Meeting of December 20, 2021

**REGULAR COUNCIL MEETING**

**ITEM 5. PROCLAMATION: Good Samaritan Recognition**

Mayor Williams will recognize Allison Shellstrom for her compassionate response last week to an injured Public Safety Lieutenant.

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

**ITEM 6. COMMUNITY PROMOTION: Recognition of the Winners of the 2021 Mayor's Writing Contest**

Mayor Williams will recognize the follow school winners of the 2021 Mayor's Writing Contest.

**Belvedere Elementary School**

McKenna Hunsaker Grade 5

**Hammond Hill Elementary School**

Rayna Behr Grade 5

**Mossy Creek Elementary School**

Natalie Bodkin Grade 5

**North Augusta Elementary School**

Cyrus Howard Grade 5

**North Augusta Middle School**

Bryanna Rich Grade 6

**Paul Knox Middle School**

Marianne Fleury Grade 6

Emma Sherman Grade 7

Amber Thomason Grade 8

**Our Lady of Peace School**

Aliyah Raquel Sabo Grade 7

**Victory Christian School**

Nataley Ferguson Grade 7

**North Augusta High School**

Megan Arnold Grade 9

Gage Runyan Grade 10

Kinder Alexander Grade 11

Lia Murphy Grade 12

**ITEM 7. ENGINEERING AND PUBLIC WORKS: Ordinance No. 2021-22 – Amending Chapter 14, Article V, Division 3 of the City Code of City of North Augusta, South Carolina; Ordinance – Second Reading**

An ordinance has been prepared for Council's consideration on second reading to amend Chapter 14, Article V, Division 3 of the City Code of the City of North Augusta, South Carolina. The most significant change is the addition of a Stormwater Maintenance Agreement for privately-owned stormwater facilities and requirements related thereto. Additionally, fees have been added for major amendments to an approved stormwater and erosion control plan, as well as reinspections of unsatisfactory construction sites. Other minor text edits have also been incorporated.

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

**ITEM 8. ANNEXATION: Ordinance No. 2021-23 – To Change the Corporate Limits of the City of North Augusta by Accepting the Petition Requesting Annexation by the Landowners and Annexing ±43.9 Acres of Land Located on W. Martintown Road and Owned by Adams Brothers Properties, LLC; Ordinance – Second Reading**

An ordinance has been prepared for Council's consideration on second reading to change the corporate limits of the City by accepting the petition requesting annexation by the landowners and annexing ±43.9 acres of land located on W. Martintown Road and owned by Adams Brothers Properties, LLC.

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

**ITEM 9. ZONING: Ordinance No. 2021-25 – To Amend the Zoning Map to the City of North Augusta, South Carolina by Rezoning ±1.63 Acres of Land Owned by Second Providence Baptist Church, Aiken County Tax parcel #006-20-06-003, #006-20-06-004, #006-20-06-005, and #006-20-06-006 from R-10 Medium Lot, Single Family Residential to GC, General Commercial; Ordinance – Second Reading**

An ordinance has been prepared for Council's consideration on second reading to amend the zoning map of the City by re-zoning ±1.63 acres of land owned by Second Providence Baptist Church, Aiken County tax parcel #006-20-06-003, #006-20-06-004, #006-20-06-005, and #006-20-06-006 from R-10 Medium Lot, Single Family Residential to GC, General Commercial.

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

**ITEM 10. PUBLIC SAFETY: Ordinance No. 2021-24 – To Authorize the Purchase and Financing of Radios for the Department of Public Safety; Ordinance – Second Reading**

An ordinance is being prepared for Council's consideration on second reading to authorize the purchase and financing of radios for the Department of Public Safety.

Please see ATTACHMENT #10 for a copy of the proposed ordinance.

**ITEM 11. PUBLIC SAFETY: Resolution No. 2021-47 – Resolution Approving Financing Terms for the Financing of Public Safety Radios**

A resolution has been prepared for Council's consideration approving financing terms of the financing of Public Safety radios.

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

**ITEM 12. PUBLIC SAFETY: Resolution No. 2021-48 – A Resolution Authorizing an Asbestos Abatement Services Contract for City Owned Property at 1208 Georgia Avenue, Site of New Public Safety Headquarters**

A resolution has been prepared for Council's consideration to authorize an Asbestos Abatement Services Contract for City owned property at 1208 Georgia Avenue, site of the new Public Safety Headquarters.

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

**ITEM 13. FINANCE: Resolution No. 2021-49 – A Resolution Authorizing Funding Allocation Recommendations of the Accommodations Tax Advisory Committee for the Disbursement of Revenues from the Accommodations Tax Year 2020-2021**

A resolution has been prepared for Council's consideration authorizing funding allocation recommendations of the Accommodations Tax Advisory Committee for the disbursement of revenues from the Accommodations Tax Year 2020-2021.

Please see ATTACHMENT #13 for a copy of the proposed resolution.

**ITEM 14. CITY PROPERTY: Ordinance No. 2021-26 – To Convey a Portion of Tax Parcel 005-13-06-004 to the Wando Woodlands Property Owners Association, Inc.; Ordinance – First Reading**

An ordinance has been prepared for Council's consideration to convey a portion of Tax Parcel 005-13-06-004 to the Wando Woodlands Property Owners Association.

Please see ATTACHMENT #14 for a copy of the proposed ordinance.

**ITEM 15. CITY COUNCIL: City of North Augusta City Council Meeting Schedule and Notice January 2022 through December 2022 – Council Approval**

The City Council Meeting Schedule and Notice for January 2022 through December 2022 is provided for Council's approval. In accordance with South Carolina Code of Laws §30-4-80(a), public notice must be given to the general public that the City Council will hold meeting open to the public on the published dates and times. Upon receiving Council's approval, public notice will be published in a local newspaper of general circulation, posted on the City's website, and posted on the bulletin board on the first floor of the Municipal Center.

Please see [ATTACHMENT #15](#) for a copy of the proposed meeting schedule.

**ITEM 16. ECONOMIC DEVELOPMENT: Resolution No. 2021-50 – A Resolution to Enter into a Memorandum of Agreement for Participation in Main Street South Carolina**

A resolution has been prepared for Council's consideration to enter into a Memorandum of Agreement for participation in Main Street South Carolina. After further communication with Eric Shytle, General Counsel for the Municipal Association of South Carolina and approval of Kelly Zier, City Attorney, the "hold harmless" statement (Article 5, No. 8) has been revised to state *"Except as required by law that cannot be waived, each party agrees that it will not initiate or maintain, or cause, encourage, assist, advise, or cooperate with any other person to initiate or maintain, any action, lawsuit, proceeding, or claim before any court, agency, or tribunal against any other party arising from, concerned with, or otherwise relating to the undertakings contained in this Agreement."*

Please see [ATTACHMENT #16](#) for a copy of the proposed resolution and supporting document.

**ITEM 17. ENGINEERING AND PUBLIC WORKS: Resolution No. 2021-51 – Authorizing Additional Funding for Engineering Services for the Downtown Greenway Connector/Bluff Avenue Streetscape**

A resolution has been prepared for Council's consideration to authorize additional funding for engineering services for the Downtown Greenway Connector/Bluff Avenue Streetscape.

Please see [ATTACHMENT #17](#) for a copy of the proposed resolution and supporting document.

**ITEM 18. FINANCE: Resolution No. 2021-52 – Authorizing Funding for the Main Street Program to North Augusta Forward**

A resolution has been prepared for Council's consideration to authorize funding for the Main Street Program to North Augusta Forward.

Please see [ATTACHMENT #18](#) for a copy of the proposed resolution.

**ITEM 19. ECONOMIC DEVELOPMENT: Resolution No. 2021-53 – Resolution to Authorize the City Administrator to Execute a Document or Documents Consenting to an Assignment of Rights Related to the Stadium License Agreement**

A resolution has been prepared for Council's consideration to authorize the City Administrator to execute a document or documents consenting to an assignment of rights related to the Stadium License Agreement.

Please see [ATTACHMENT #19](#) for a copy of the proposed resolution and supporting document.



## ***PROCLAMATION***

***WHEREAS***, on Thursday, December 9, 2021 City of North Augusta Public Safety officers were pursuing a possible suspect, when an emergency situation began in the middle of the street in downtown North Augusta; and

***WHEREAS***, our brave officers of the North Augusta Public Safety department were attempting to apprehend the suspect while ensuring the safety of the public; and

***WHEREAS***, a Public Safety Lieutenant was injured by gunfire; and

***WHEREAS***, when Allison Shellstrom saw the officer, she volunteered to drive him to a local hospital to insure he received immediate medical attention and care; and

***WHEREAS***, the City of North Augusta is blessed to have such a thoughtful, caring and compassionate citizen who was not afraid to come to the Lieutenant's aide.

***NOW THEREFORE***, I, Briton S. Williams, on of behalf of the citizens of the City of North Augusta with sincere and heartfelt gratitude do hereby recognize and honor

### **Allison Hudson Shellstrom**

*and call upon all citizens of the City of North Augusta, South Carolina to express their appreciation to Ms. Shellstrom for her selfless act of compassion.*

***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 twentieth day of December, 2021.



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



ORDINANCE NO. 2021-22  
AMENDING CHAPTER 14, ARTICLE V, DIVISION 3  
OF THE CITY CODE OF THE  
CITY OF NORTH AUGUSTA, SOUTH CAROLINA

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. Chapter 6, Article V, Division 3 entitled "Construction Permitting for Land Disturbing Activities," is hereby amended, and when amended shall read as follows:

DIVISION 3. CONSTRUCTION PERMITTING FOR LAND DISTURBING ACTIVITIES

**Section 14-170. Purpose/intent**

(No Change)

**Section 14-170.1 Definitions**

*Bioretention:* A stormwater treatment practice that uses a combination of plants and pervious soils to treat water quality and, to a limited extent, may address water quantity.

*Clearing:* Any activity that removes the vegetative surface cover.

*Constructed wetland:* A shallow water quality pond that mimics natural wetland functions using wetland plants.

*Drainage way:* Any channel that conveys surface runoff throughout the site.

*Erosion control:* Measures that minimize or prevent erosion such as mulches, erosion control matting, and grassing.

*Erosion and sediment control plan:* A set of plans prepared by or under the direction of a licensed professional engineer that indicates the specific measures and sequencing to be used in controlling sediment and erosion on a development site both before, during and after construction.

*Forebay:* A small pond at the head of a detention pond for the purpose of collecting sediment and facilitating simplified sediment removal.

*Grading:* Excavation or fill of material, including the resulting conditions thereof.

*Perimeter control:* A barrier that prevents sediment from leaving a site either by filtering sediment-laden runoff, or diverting it to a sediment trap or basin.

*Phasing:* Clearing a parcel of land in distinct phases, with the stabilization of each phase before the clearing of the next.

*Sediment control:* Measures that prevent eroded sediment from leaving the site.

*Site:* A parcel of land, or a contiguous combination thereof, where grading work is performed as a single unified operation.

*Stabilization:* The use of practices that prevent exposed soil from eroding (usually grass, mulch, geotextile fabric, or rock).

*Start of construction:* The first land-disturbing activity associated with a development, including land preparation such as clearing, grading and filling; installation of streets and walkways; excavation for basements, footings, piers or foundations; erection of temporary forms; and installation of accessory buildings such as garages.

*Stormwater management manual:* The manual produced by the city stormwater management department that provides requirements, guidance, and technical specifications for complying with this division.

*Stormwater Maintenance Agreement:* A written agreement from the landowner or responsible party assuring the maintenance and inspection of storm water management facilities and/or Best Management Practices related to them are maintained in proper working condition as shown or described on the approved development site plan in order to serve the intended purposes as set forth in this Ordinance and state regulations. The agreement grants permission of City or State inspectors to verify compliance. The agreement must be recorded with the land record for the parcel in the county it is located.

*Stormwater treatment practice (STP):* Any structural method of treating stormwater quantity or quality.

**Section 14-170.2. Stormwater management permit required; exceptions.**

(a) The surface of land in the city shall not be disturbed or altered for any purpose whatsoever until a stormwater management permit is issued to the person responsible for such construction. No permit shall be issued until the applicant has submitted a plan to control erosion and sedimentation and such plan has been approved by the city engineer or his designated representative. Additional permits required, must be acquired prior to start of construction.

(b) Exemptions.

- (1) Any emergency activity that is immediately necessary for the protection of life, property or natural resources.
- (2) Existing nursery and agricultural operations conducted as a permitted main or accessory use.
- (3) Land disturbing activities undertaken on forest land for the production and harvesting of timber and timber products.
- (4) Land disturbing activities conducted pursuant to a federal environmental permit, including permits issued under section 404 of the Federal Clean Water Act.
- (5) Projects regulated under the SC Mining Act.
- (6) Construction, renovation or land improvement of single-family residences, one duplex dwelling or their accessory buildings which are separately built and not part of a

subdivision development, and not located within the designated 100-year floodplain, provided that such construction does not materially impede the runoff capability of the existing major drainage channels.

- (7) Certain activities undertaken by utility providers that are not substantial land disturbing activities and are therefore not intended to be regulated by this chapter. These activities include but are not limited to the following:
  - a. Installation of utilities on sites of one acre or less.
  - b. Projects undertaken under jurisdiction of the state public service commission, and including work permitted by the Federal Energy Regulatory Commission.
  - c. Installation of utilities in a ditch section one foot or less in width.
  - d. Installation of utility poles.
  - e. Maintenance of easements and rights-of-way.
  - f. Service connections (i.e. tapping mains lines and/or setting meters, including installation of a manhole, valve box or fire hydrants).
  - g. Emergency repairs.
- (8) Construction activities of the state department of transportation.
- (9) Activities relating to the routine maintenance and/or repair or rebuilding of the tracks, rights-of-way, bridges, and any other related structures and facilities of a railroad company.
- (10) Minor land disturbing activities, as determined by the city engineer, which would not violate the integrity of this chapter.

**Section 14-170.3. Application, review and approval, and issuance of stormwater management permit.**

(a) *Application.* All applications for stormwater management permits shall be submitted to the Stormwater Management Department (SWMD) through the Planning and Development Department for processing and permit issuance. Applications for permits shall be accompanied by three (3) copies of the applicants stormwater and erosion control plan. Stormwater and erosion control plans shall conform to the requirements of section 14-174.

- (1) Each application shall bear the name(s) and address(es) of the owner or developer of the site, and of any consulting firm retained by the applicant together with the name of the applicant's principal contact at such firm.
- (2) Each application shall include a statement that any land clearing, construction, or development involving the movement of earth shall be in accordance with the erosion and sediment control plan, and that an authorized representative shall inspect the site every seven (7) days and after every one-half-inch rain to ensure compliance with the plan.

- (b) *Fee.* The application shall be accompanied by nonrefundable fee.

(c) *Review and approval.* The SWMD will review each application for a stormwater management permit to determine its conformance with the provisions of this regulation. Within ten (10) working days after receiving an application, the SWMD shall, in writing:

- (1) Approve the permit application;
- (2) Approve the permit application subject to such reasonable conditions as may be necessary to secure substantially the objectives of this regulation, and issue the permit subject to these conditions; or
- (3) Disapprove the permit application, indicating the deficiencies and the procedure for submitting a revised application and/or submission.

Failure of the SWMD to act on original or revised applications within ten (10) working days of receipt shall authorize the applicant to proceed in accordance with the plans as filed unless such time is extended by agreement between the applicant and the SWMD.

Major amendments of the stormwater and erosion control plan shall be submitted to the SWMD and shall be processed and approved, or disapproved, in the same manner as the original plans for a fee assessed at fifty percent (50%) of the original stormwater review fee for the permit. Field modifications of a minor nature may be authorized by the SWMD by written authorization to the permittee.

Transfer of ownership of permitted projects is allowed with proper notification to the stormwater department during the permit period.

#### **Section 14-170.4. Stormwater and erosion control plans**

(a) *General requirements.*

- (1) Stormwater and erosion control plans for land disturbance activities of one (1) acre or more must be prepared by a registered professional engineer, registered landscape architect, or tier B land surveyor licensed by the state.
- (2) Applications shall include a natural resources map identifying soils, forest cover, and resources protected by other agencies having jurisdiction.
- (3) A sequence of construction of the development site, including stripping and clearing, rough grading, construction of utilities, infrastructure, and buildings, and final grading and landscaping. Sequencing shall identify the expected date on which clearing will begin, the estimated duration of exposure of cleared areas, and the sequence of clearing, installation of temporary erosion and sediment measures, and establishment of permanent vegetation.
- (4) Provisions for maintenance of stormwater control facilities, including easements and estimates of the cost of maintenance. An executed, signed, and notarized maintenance agreement and maintenance plan from the responsible party(ies) or individual(s) accepting ownership and maintenance of permanent stormwater control devices/structures during construction must be provided prior to stormwater permit issuance.
  - a. A notarized permanent stormwater maintenance responsibility agreement and a maintenance plan for stormwater control facilities or treatment practices must be executed and must be recorded as part of the land/property record in the county

where it is located and the agreement constitutes a covenant running with the land, and shall be binding on the Landowner, its administrators, executors, assigns, heirs and any other successors in interests, including but not limited to any homeowners' association. This step must be completed prior to requesting a notice of termination (NOT) for your stormwater permit.

- b. Any changes in permanent maintenance responsibilities must be documented with a new notarized maintenance agreement and maintenance plan and recorded with the land in the county in which it resides as soon as approved by the city. The city must be notified of the change by providing a new notarized agreement and a letter of acceptance from the entity accepting permanent maintenance responsibilities. Prior to executing a change of ownership of maintenance responsibility, a letter of inspection may be requested by either party involved and obtained from the city SWMD at no fee. Subsequent inspection letters if requested will be available for a \$50.00 fee to be paid prior to the inspection.
- c. Failure to execute, record and/or acquire approval from the city for a change of ownership and maintenance responsibilities agreement for the stormwater control devices at a site constitutes leaving the original recorded agreement in force, and that agreement will be enforceable by the stormwater department for maintenance responsibility.

(b) *Water quantity design requirements.*

- (1) Stormwater management requirements for a specific project shall be based on the entire area to be developed, or if phased, the initial submittal shall control that area proposed in the initial phase and establish a procedure and obligation for total site control.
- (2) Post-development peak discharge rates shall not exceed pre-development discharge rates for the two-, ten-, and twenty-five-year frequency twenty-four-hour duration storm event.
- (3) Discharge velocities shall be reduced to provide a nonerosive velocity flow from a structure, channel, or other control measure or the velocity of the twenty-five-year, twenty-four-hour storm runoff in the receiving waterway prior to the land disturbing activity, whichever is greater.
- (4) Watersheds, other than designated watersheds, that have well documented water quantity problems may have more stringent, or modified, design criteria as determined by the SWMD for development or redevelopment.
- (5) An emergency spillway should safely pass the 100-year storm event.
- (6) Dry ponds must dewater within seventy-two (72) hours.
- (7) Additional requirements are found in the stormwater management manual.

(c) *Water quality design requirements.*

- (1) *Clearing and grading.*

- a. Clearing and grading of natural resources, such as forests and wetlands, shall not begin until all applicable local, state, and federal permits have been granted.
  - b. Clearing techniques that retain natural vegetation and retain natural drainage patterns, as described in the stormwater management manual, should be used.
  - c. Phasing shall be required on all sites disturbing greater than twenty (20) acres, with the size of each phase to be established at plan review and as approved by the SWMD.
  - d. Clearing, except that necessary to establish sediment control devices, shall not begin until all sediment control devices have been installed and have been stabilized.
- (2) *Erosion control.* Plans shall include all erosion and sediment control measures necessary to meet the objectives of this regulation throughout all phases of construction and permanently, after completion of development of the site.
- a. Soil must be stabilized within fourteen (14) days of clearing or inactivity in construction.
  - b. If vegetative erosion control methods, such as seeding, have not become established within twenty-one (21) days, the SWMD may require that the site be reseeded, or that a non-vegetative option be employed.
  - c. On steep slopes or in drainage ways, special techniques that meet the design criteria outlined in the stormwater management manual shall be used to ensure stabilization.
  - d. Soil stockpiles must be stabilized or covered within twenty-one (21) days of inactivity.
  - e. Techniques shall be employed to prevent the blowing of dust or sediment from the site.
  - f. Techniques that divert upland runoff past disturbed slopes shall be employed.
  - g. Energy dissipation shall be provided at all outfalls.
- (3) *Sediment control.*
- a. Sediment controls shall be provided in the form of settling basins or sediment traps or tanks, and perimeter controls.
  - b. Where possible, settling basins shall be designed in a manner that allows adaptation to provide long-term stormwater management.
  - c. Adjacent properties shall be protected with perimeter controls.
  - d. A fifty-foot long by six-inch deep stone construction exit shall be provided.
- (4) *Stormwater treatment practices.* Post-construction water quality must be addressed for all sites containing one or more acres of disturbance.
- a. Water quality volume design requirements require implementation of the one-inch sizing criterion.

*One-inch sizing:* The first one inch of water from any storm event, draining from that portion of the site that discharges to the stormwater treatment unit, must be collected and released over a twenty-four-hour period.

- b. Dry ponds are not an acceptable stand-alone water quality treatment technology. When used they should be preceded by a forebay and used in conjunction with infiltration, vegetative filters, or inline treatment. Dry ponds must dewater within seventy-two (72) hours.
- c. Technologies that may be used to meet water quality requirements include but are not limited to infiltration, bioretention, in-line treatment devices, disconnected impervious areas, vegetated filter strips, constructed wetlands, and wet ponds. Vegetative swales combined with bioretention or another infiltration technology is the preferred method of water quality treatment. Landscaped areas should be designed, where possible, to incorporate stormwater management. Peak flow control may be achieved by adding inline or overflow storage such as parking lot detention, pipe storage or a dry pond.

#### **Sec. 14-170.5. Design guidelines.**

Specific requirements, guidance and technical specifications for compliance with this ordinance are found in the city stormwater management manual. Although the intention of the plan is to establish uniform design practices, it neither replaces the need for engineering judgment nor precludes the use of information not presented. Other accepted engineering and construction procedures and practices may be used if approved by the SWMD.

#### **Sec. 14-170.6. Variances.**

The Stormwater Management Department may grant a written variance from any requirement of the stormwater management requirements if there are exceptional circumstances applicable to the site such that strict adherence to the provisions of these regulations will result in unnecessary hardship and not fulfill the intent of the policy. A written request for variance shall be provided to the SWMD and shall state the specific variances sought and the reasons with supporting data for their granting. The SWMD shall not grant a variance unless and until the applicant provides sufficient specific reasons justifying the variance. The SWMD will conduct its review of the request for variance within ten (10) working days. Failure of the SWMD to act by the end of the tenth working day will result in the automatic approval of the variance.

A project may be eligible for a waiver or variance of stormwater management for water quantity control if the applicant can demonstrate that:

- (1) The proposed project will return the disturbed area to a pre-development runoff condition and the pre-development land use is unchanged at the conclusion of the project.
- (2) The proposed project does not increase the rate of runoff from a site by more than one cfs for each of the two-, ten- and twenty-five-year storm events and the disturbed area is less than one acre.

- (3) The proposed project will have no significant adverse impact on the receiving natural waterway or downstream properties; or
- (4) The imposition of peak control requirements for rates of stormwater runoff would aggravate downstream flooding.

**Sec. 14-170.7. Inspection.**

- (a) The SWMD shall conduct routine inspections and shall either approve that portion of the work completed or shall notify the permittee wherein the work fails to comply with the stormwater and sediment control plan as approved. Plans for grading, stripping, excavating, and filling work bearing the stamp of approval of the SWMD shall be maintained at the site during the progress of the work. The permittee shall notify the SWMD at least two (2) working days before the start of construction.
- (b) The permittee or his/her agent shall make regular inspections of all control measures at least every seven (7) days and after every one-half-inch rain event. The purpose of such inspections will be to determine the overall effectiveness of the stormwater and sediment control plan, and the need for additional control measures. All inspections shall be documented in written form.
- (c) The SWMD shall enter the property of the applicant as deemed necessary to make regular inspections to ensure the validity of the reports.
- (d) If inspection of a project results in an “unsatisfactory” rating indicating noncompliance with the site permit, upon request one follow-up re-inspection to verify compliance will be conducted at no charge. All subsequent inspections requested by the permit holder or project manager to verify the site has been brought back into compliance will require a \$50.00 re-inspection fee to be paid to the city prior to re-inspection. The city utilizes an Enforcement Response Plan (ERP) that fully explains the inspection protocols, ratings, time frames set to bring the site into compliance, and enforcement policy.
- (e) The SWMD shall make regular post-construction maintenance inspections of stormwater treatment and control devices and provide a written report to the owner of record (per the stormwater maintenance agreement, or if none, the property owner) of such device outlining deficiencies and required corrective actions.

**Section 14-170.8. Construction site pollution prevention**

(No Change)

**Section 14-170.9. Enforcement**

(No Change)

- 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 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 DECEMBER, 2021.

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

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

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

ATTEST:

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

ORDINANCE NO. 2021-23  
TO CHANGE THE CORPORATE LIMITS OF THE CITY OF NORTH AUGUSTA  
BY ACCEPTING THE PETITION REQUESTING ANNEXATION BY THE  
LANDOWNERS AND ANNEXING ± 43.9 ACRES OF PROPERTY LOCATED  
ON W. MARTINTOWN ROAD AND OWNED BY  
ADAMS BROTHERS PROPERTIES, 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, have reviewed the petition of the landowners requesting that their property be annexed into the City and determined that such Petition should be accepted and the property annexed into the City; and

WHEREAS, the property is not situated within the area of the North Augusta 2017 Comprehensive Plan for review for consistency with the Future Land Use Classification of the properties as specified in the Land Use Element.

WHEREAS, the annexation request and zoning classification has been reviewed by the Planning Commission which has recommended annexation of the properties with ± 9.0 acres zoned R-7 Small Lot Single-Family Residential and ±34.1 acres as R-10 Medium Lot Single Family Residential.

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 Petition of the landowners is accepted and the following described property shall be annexed into the City of North Augusta:

A parcel of land, with all improvements thereon, being in the County of Edgefield containing ± 43.9 acres and appearing on that plat prepared and recorded in the Office of the Clerk of Court for Edgefield County in Record Book 1866 at page 241, including all adjacent right-of-way.

Tax Map & Parcel No.: 106-00-00-041

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" prepared by the City of North Augusta.

- II. The zoning classification shall be ± 9 acres as R-7 Small Lot Single-Family Residential and ± 34.1 acres as R-10 Medium Lot, Single-Family Residential,

as shown on a map identified as "Exhibit B" titled "Zoning Exhibit for Martintown Ridge."

- 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

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF EDGEFIELD )

PETITION FOR ANNEXATION  
TAX PARCEL NUMBER 106-00-00-041  
LOCATED ON MARTINTOWN ROAD  
OWNED BY ADAMS BROTHERS PROPERTIES LLC.

I, the undersigned, as freeholders and owners of property located on Martintown Road, Tax Parcel Number 106-00-00-041 do respectfully petition the City Council for the City of North Augusta, South Carolina, for annexation of the hereinafter described property into the municipal corporate limits of the City of North Augusta, South Carolina. This petition is submitted in accordance with Title 5-3-150(3) of the Code of Laws of South Carolina, 1976, as amended.

The property sought to be annexed, inclusive of all adjacent right-of-way, is described as follows:

All that certain piece, parcel, or tract of land, with all improvements thereon, lying and being in the County of Edgefield, State of South Carolina consisting of  $\pm 43.9$  acres and appearing on that plat prepared recorded in the Office of the Clerk of Court for Edgefield Count in Record Book 1866 at page 241.

This parcel being identified by Tax Parcel Number 106-00-00-041 and situated along Martintown Road.

The  $\pm 43.9$  acres is requested to be zoned R-10 Large and Medium Lot Single-Family Residential and R-7 Small Lot Single-Family Residential as shown on the attached survey.

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" and prepared by the City of North Augusta.

This petition dated the 13 day of Oct, 2021

Property Owner Signatures

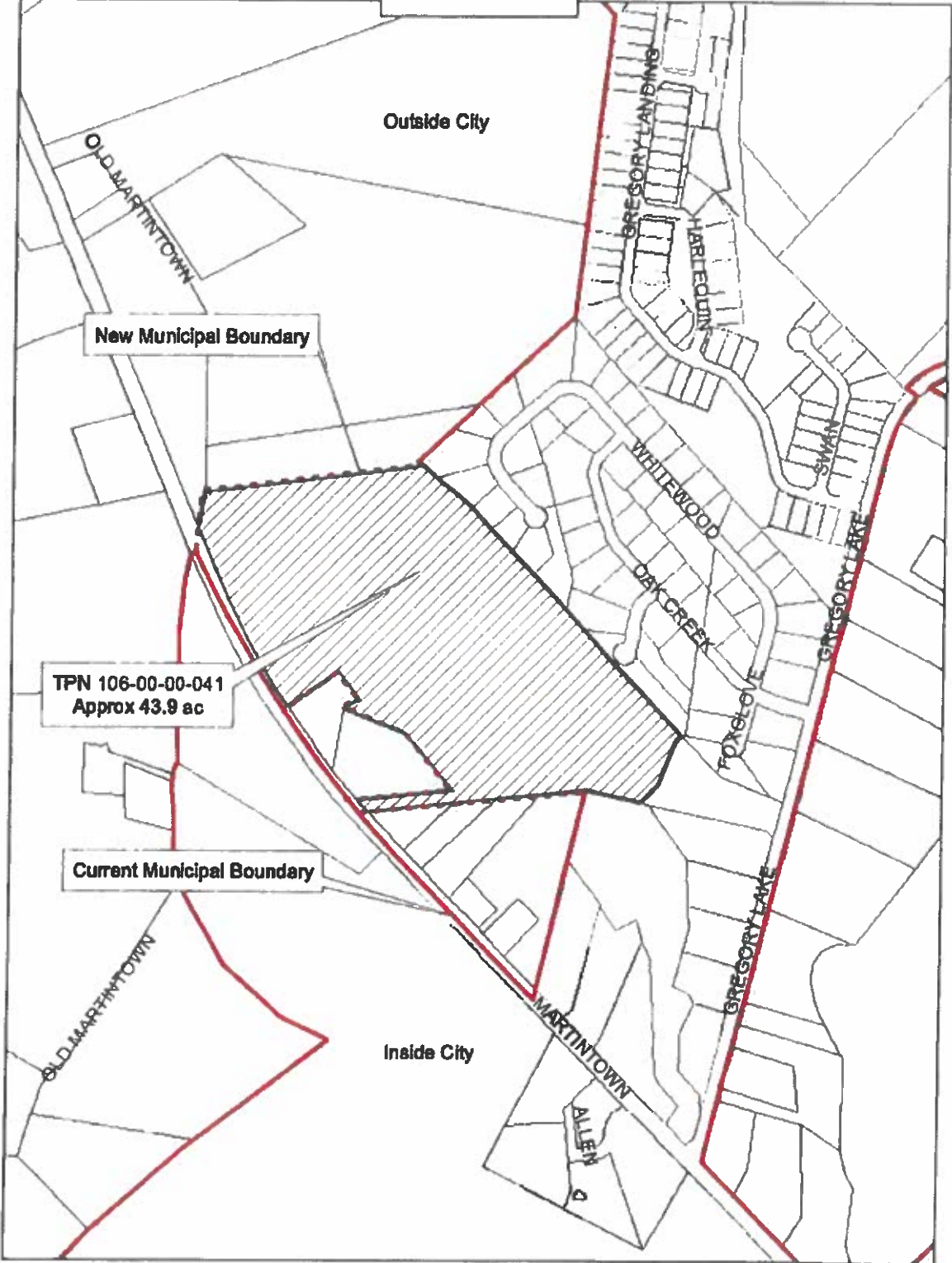
Witness



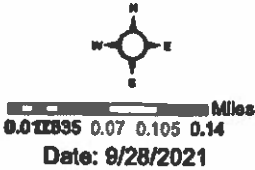
Adams Brothers Properties, LLC

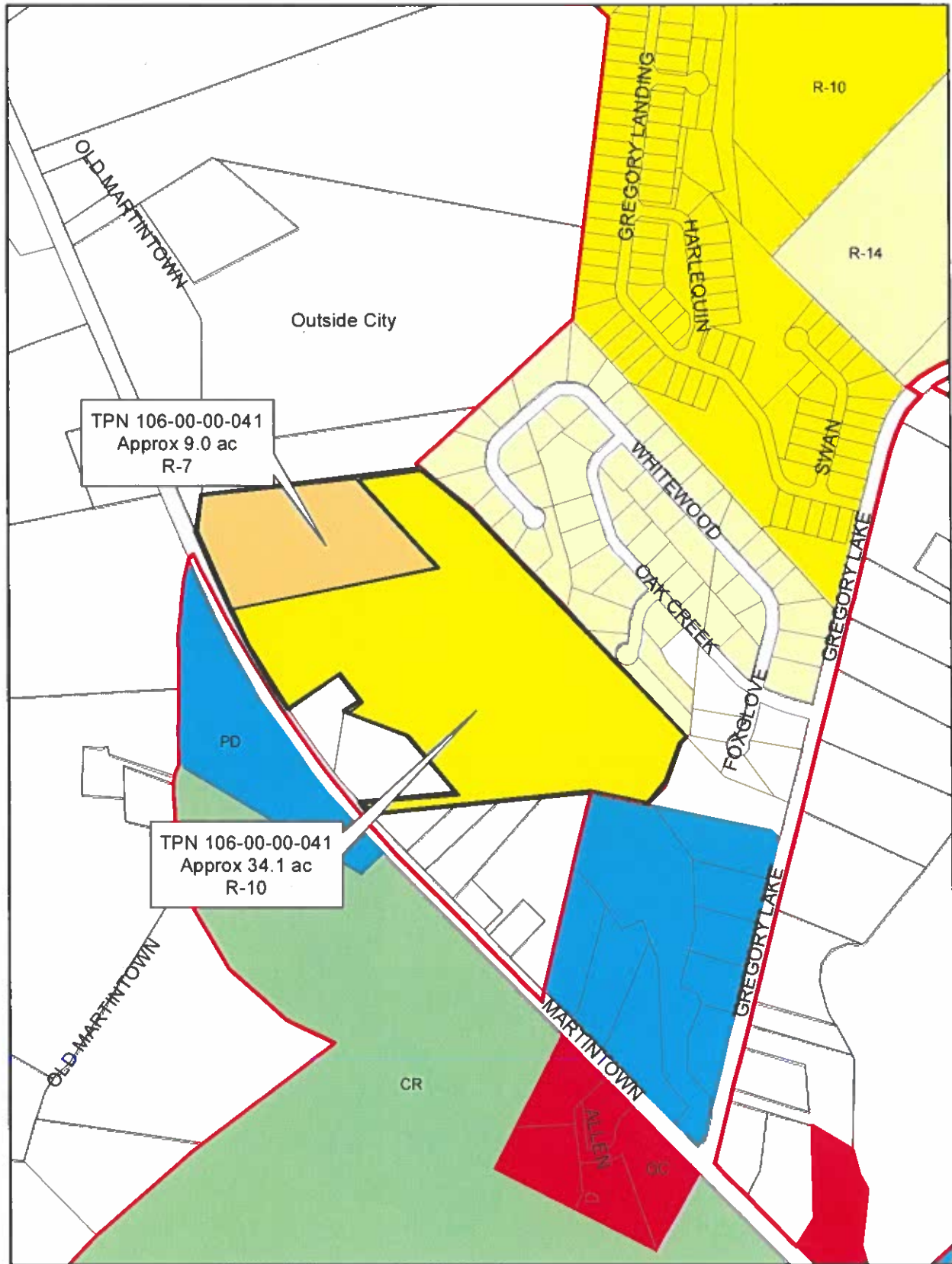
as it's Manager Member (title)

EXHIBIT A



MAP OF PROPERTY  
SOUGHT TO BE ANNEXED  
TO THE CITY OF NORTH AUGUSTA





ORDINANCE NO. 2021-25  
TO AMEND THE ZONING MAP OF THE CITY OF NORTH AUGUSTA,  
SOUTH CAROLINA BY REZONING ± 1.63 ACRES OF LAND  
OWNED BY SECOND PROVIDENCE BAPTIST CHURCH,  
AIKEN COUNTY TAX PARCEL #006-20-06-003, #006-20-06-004, #006-20-06-005, AND  
#006-20-06-006 FROM R-10 MEDIUM LOT, SINGLE-FAMILY RESIDENTIAL TO  
GC, GENERAL COMMERCIAL

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 November 18, 2021 public hearing, reviewed and considered a request by the Second Providence Baptist Church to amend the Official Zoning Map of North Augusta from R-10 (Medium Lot, Single-Family Residential) to General Commercial (GC) for tax parcel #006-20-06-003, #006-20-06-004, #006-20-06-005. AND #006-20-06-006 and unanimously recommends the request. 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 ±1.63 acres owned by Second Providence Baptist Church, is hereby rezoned from R-10 (Medium Lot, Single-Family Residential) to GC, General Commercial. Said property is Aiken County tax map parcel #006-20-06-003, #006-20-06-004, #006-20-06-005. AND #006-20-06-006 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 \_\_\_\_\_

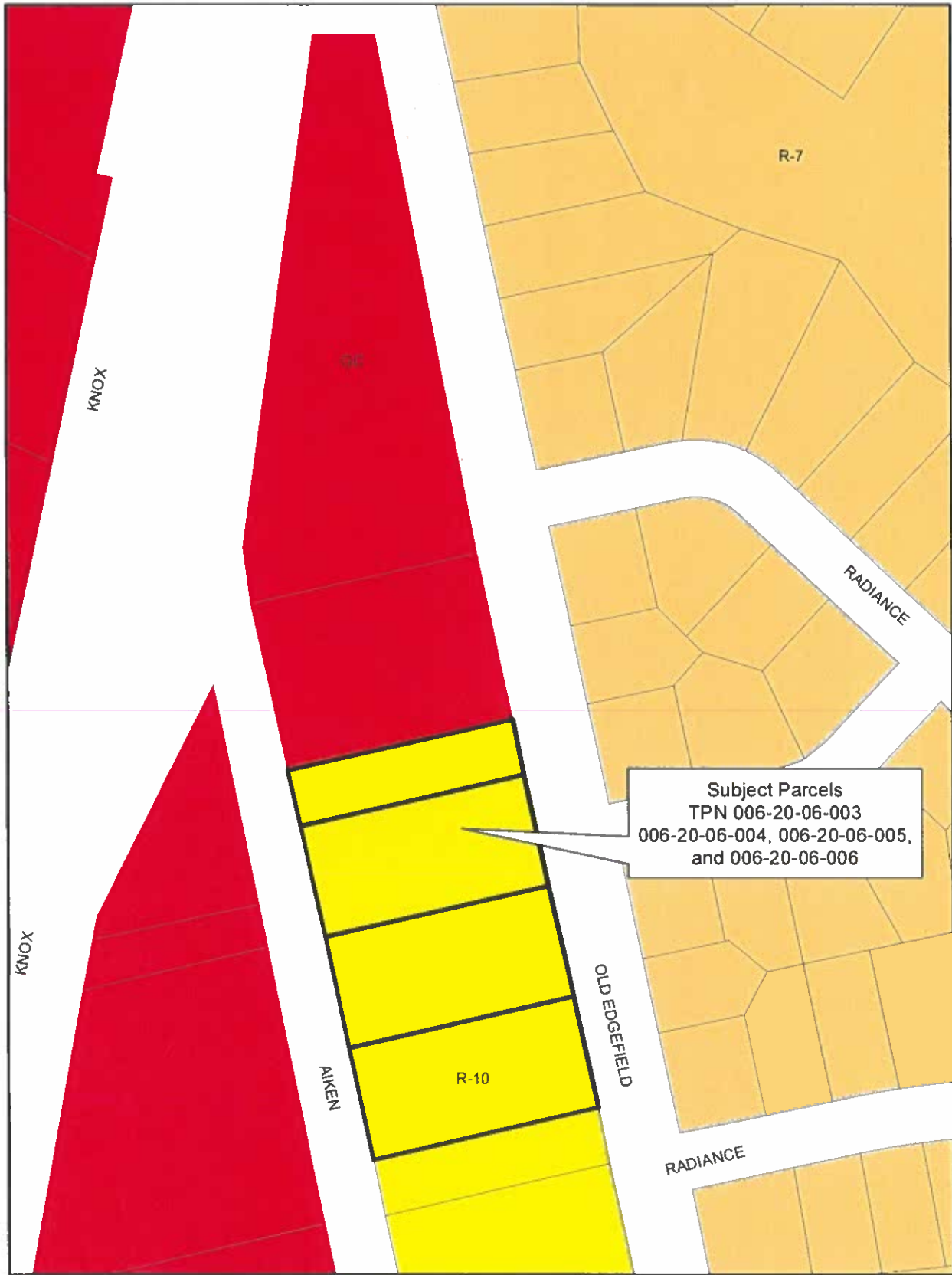
\_\_\_\_\_  
Briton S. Williams, Mayor

ATTEST:

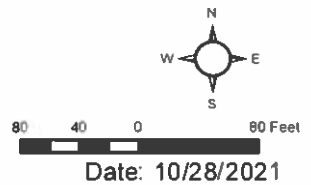
\_\_\_\_\_  
Sharon Lamar, City Clerk

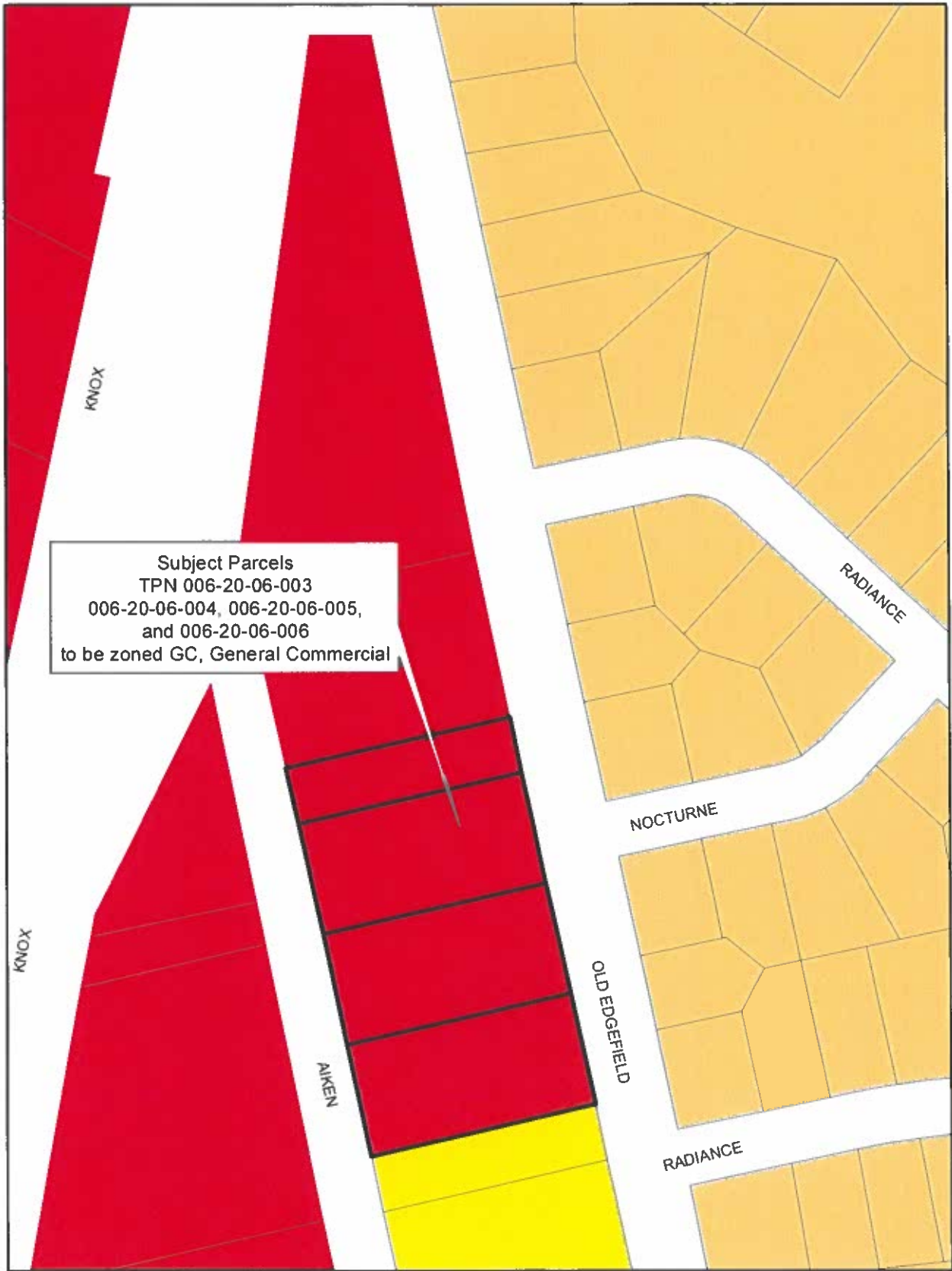


Exhibit A

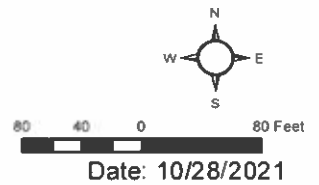


Current Zoning Map  
Application RZM21-006  
Tax Parcel Numbers 006-20-06-003,  
006-20-06-004, 006-20-06-005,  
and 006-20-06-006





Proposed Zoning Map  
 Application RZM21-006  
 Tax Parcel Numbers 006-20-06-003,  
 006-20-06-004, 006-20-06-005,  
 and 006-20-06-006



ORDINANCE NO. 2021-24  
TO AUTHORIZE THE PURCHASE AND FINANCING OF RADIOS FOR THE  
DEPARTMENT OF PUBLIC SAFETY

WHEREAS, the radios currently used by the Department of Public Safety are over 10 years old and currently are not totally compatible with other law enforcement agencies in the area; and

WHEREAS, the City will be able to utilize a County program for the funding of such radios that will result in E-911 fees paying 75% of the cost; and

WHEREAS, the City will be able to arrange for a lease purchase of the radios with the City currently receiving bids from several financial institutions to provide such funding; and

WHEREAS, the Mayor and City Council acknowledge the need for the replacement of the radios and believe that the current plan for the purchase and financing of the purchase is appropriate and should be authorized.

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:

1. That the City is authorized to enter into a purchase of radios as determined to be necessary by the Director of Public Safety.
2. That the authorization for purchase is at an amount not to exceed (\$1,000,000.00) one million dollars with the approval of an intergovernmental agreement between the City of North Augusta and Aiken County that will result in 75% of the purchase price being paid utilizing E-911 fees.
3. That the lease purchase of said radios shall be through a financial institution that is selected by the Director of Finance and General Services following the receipt of bids/proposals.
4. That the City Administrator is authorized to execute such documents as required for the purchase and financing of the radios.
5. The City's funding source for this purchase is the Capital Projects Fund.

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

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

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

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

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

ATTEST:

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





Proposal



**MOTOROLA**  
**SOLUTIONS**

TO: NORTH AUGUSTA  
PS

ATTN: CHIEF THOMAS

Spiro Papadopoulos  
113 Cherry Street  
Augusta, Ga. 30907  
706-533-5175 Cell  
706-855-0404 Office

Quantity	Model Number	Description or Specification	Unit Price	Extended Price
5	H98UCF9PW6BN	APX 6000 PORTABLE 2.5 MODEL	\$2,178.72	\$ 10,893.60
5	Q806	ASTRO DIGITAL	\$370.80	\$ 1,854.00
5	H38	SMARTZONE OPERATION	\$864.00	\$ 4,320.00
5	Q361	9600 BAUD OPERATION	\$216.00	\$ 1,080.00
5	H885	THREE YR ESSENTIAL SERVICE	\$90.00	\$ 450.00
5	QA00570	IMPRESS BATTERY 3400	\$72.00	\$ 360.00
5	QA01767	RADIO AUTHENTICATION	\$72.00	\$ 360.00
5	QA00580	TDMA OPERATION	\$324.00	\$ 1,620.00
5	Q667	ADP	\$0.00	\$ -
5	H869	MULTIKEY	\$237.60	\$ 1,188.00
5	Q15	AES/DES ENCRYPTION	\$575.28	\$2,876.40
5	NNTN8863	IMPRESS CHARGER	\$140.25	\$ 701.25
5	PMMN4099	SPEAKER MIC	\$99.00	\$ 495.00
5	PMNN4486	IMPRESS BATTERY	\$92.22	\$ 461.10
5		PROGRAMMING	\$75.00	
			\$375.00	
1		CODEPLUG	\$350.00	
			\$350.00	
5		TRADE IN	(\$300.00)	\$ (1,500.00)
			Equipment	\$ 25,159.35
			Taxes @ 8%	\$2,012.75
			Installation	\$725.00
			Other	
			<b>TOTAL</b>	<b>\$27,897.10</b>

Terms: net 30 days  
Shipment FOB Origin  
Delivery 4 weeks  
Date 2-Dec-21  
State Contract # #19009  
B&Q #



Proposal



**MOTOROLA  
SOLUTIONS**

TO: NORTH AUGUSTA  
PS

ATTN: CHIEF THOMAS

Spiro Papadopoulos  
113 Cherry Street  
Augusta, Ga. 30907  
706-533-5175 Cell  
706-855-0404 Office

Quantity	Model Number	Description or Specification	Unit Price	Extended Price
6	M25URS9PW1-N	APX6500 MID POWER MOBILE	\$1,971.36	\$ 11,828.16
6	Q806	ASTRO DIGITAL	\$370.80	\$ 2,224.80
6	G51	SMARTZONE OPERATION	\$864.00	\$ 5,184.00
6	Q361	9600 BAUD OPERATION	\$216.00	\$ 1,296.00
6	G66	DASH MOUNT	\$90.00	\$ 540.00
6	G72	APX 03 CONTROL HEAD	\$681.12	\$ 4,086.72
6	G444	CONTROL HEAD SOFTWARE	\$0.00	\$ -
6	G193	ADP	\$0.00	\$ -
6	B18	SPEAKER	\$43.20	\$ 259.20
6	W22	PALM MIC	\$51.84	\$ 311.04
6	G174	ANTENNA LOW PROFILE	\$30.96	\$ 185.76
6	QA01767	RADIO AUTHENTICATION	\$72.00	\$ 432.00
6	QA00580	TDMA OPERATION	\$324.00	\$ 1,944.00
6	G78	3 YR ESSENTIAL SERVICE	\$168.00	\$ 1,008.00
6	H869	MULTIKEY	\$237.60	\$ 1,425.60
6	G67	REMOTE MOUNT	\$213.84	\$ 1,283.04
6	G628	REMOTE CABLE	\$10.80	\$ 64.80
6		INSTALLATION AND PROGRAMMING	\$300.00	
1		CODEPLUG	\$1,800.00	
1		CODEPLUG	\$350.00	
			\$350.00	
6		TRADE IN	(\$300.00)	\$ (1,800.00)
			Equipment	\$ 30,273.12
			Taxes @ 8%	\$2,421.85
			Installation	\$2,150.00
			Other	
			<b>TOTAL</b>	<b>\$34,844.97</b>

Terms: net 30 days  
Shipment FOB Origin  
Delivery 4 weeks  
Date 2-Dec-21  
State Contract # #19860 NASPO  
B&Q # 2021



*Proposal*

TO: NORTH AUGUSTA  
PS

ATTN: CHIEF THOMAS



**MOTOROLA  
SOLUTIONS**

Spiro Papadopoulos  
113 Cherry Street  
Augusta, Ga. 30907  
706-533-5175 Cell  
706-855-0404 Office

Quantity	Model Number	Description or Specification	Unit Price	Extended Price
5	M25URS9PW1-N	APX6500 MID POWER MOBILE	\$1,971.36	\$ 9,856.80
5	Q806	ASTRO DIGITAL	\$370.80	\$ 1,854.00
5	G51	SMARTZONE OPERATION	\$864.00	\$ 4,320.00
5	Q361	9600 BAUD OPERATION	\$216.00	\$ 1,080.00
5	G66	DASH MOUNT	\$90.00	\$ 450.00
5	G72	APX 03 CONTROL HEAD	\$681.12	\$ 3,405.60
5	G444	CONTROL HEAD SOFTWARE	\$0.00	\$ -
5	G193	ADP	\$0.00	\$ -
5	B18	SPEAKER	\$43.20	\$ 216.00
5	W22	PALM MIC	\$51.84	\$ 259.20
5	G174	ANTENNA LOW PROFILE	\$30.96	\$ 154.80
5	QA01767	RADIO AUTHENTICATION	\$72.00	\$ 360.00
5	QA00580	TDMA OPERATION	\$324.00	\$ 1,620.00
5	G78	3 YR ESSENTIAL SERVICE	\$168.00	\$ 840.00
5	H869	MULTIKEY	\$237.60	\$ 1,188.00
5	G67	REMOTE MOUNT	\$213.84	\$ 1,069.20
5	G628	REMOTE CABLE	\$10.80	\$ 54.00
5	Q15	AES/DES ENCRYPTION	\$575.28	\$ 2,876.40
5		INSTALLATION AND PROGRAMMING	\$300.00	
1		CODEPLUG	\$1,500.00	
1		CODEPLUG	\$350.00	
			\$350.00	
5		TRADE IN	(\$300.00)	\$ (1,500.00)
			Equipment	\$ 28,104.00
			Taxes @ 8%	\$2,248.32
			Installation	\$1,850.00
			Other	
			<b>TOTAL</b>	<b>\$32,202.32</b>

Terms: net 30 days  
Shipment FOB Origin  
Delivery 4 weeks  
Date 2-Dec-21  
State Contract # #19860 NASPO  
B&Q # 2021

**Proposal**



**MOTOROLA  
SOLUTIONS**

TO: NORTH AUGUSTA  
PS

ATTN: CHIEF THOMAS

Spiro Papadopoulos  
113 Cherry Street  
Augusta, Ga. 30907  
706-533-5175 Cell  
706-855-0404 Office

Quantity	Model Number	Description or Specification	Unit Price	Extended Price
84	H98UCF9PW6BN	APX 6000 PORTABLE 2.5 MODEL	\$2,178.72	\$ 183,012.48
84	Q806	ASTRO DIGITAL	\$370.80	\$ 31,147.20
84	H38	SMARTZONE OPERATION	\$864.00	\$ 72,576.00
84	Q361	9600 BAUD OPERATION	\$216.00	\$ 18,144.00
84	H885	THREE YR ESSENTIAL SERVICE	\$90.00	\$ 7,560.00
84	QA00570	IMPRESS BATTERY 3400	\$72.00	\$ 6,048.00
84	QA01767	RADIO AUTHENTICATION	\$72.00	\$ 6,048.00
84	QA00580	TDMA OPERATION	\$324.00	\$ 27,216.00
84	Q667	ADP	\$0.00	\$ -
84	H869	MULTIKEY	\$237.60	\$ 19,958.40
20	PMLN7904	SWIVEL LEATHER CASE	\$59.25	\$ 1,185.00
1	NNTN8844	MULTI UNIT CHARGER	\$986.25	\$ 986.25
84	NNTN8863	IMPRESS CHARGER	\$140.25	\$ 11,781.00
84	PMMN4099	SPEAKER MIC	\$99.00	\$ 8,316.00
84	PMNN4486	IMPRESS BATTERY	\$92.22	\$ 7,746.48
84		PROGRAMMING	\$75.00	
			\$6,300.00	
1		CODEPLUG	\$350.00	
			\$350.00	
84		TRADE IN	(\$300.00)	\$ (25,200.00)
			Equipment	\$ 376,524.81
			Taxes @ 8%	\$30,121.98
			Installation	\$6,650.00
			Other	
			<b>TOTAL</b>	<b>\$413,296.79</b>

Terms: net 30 days  
 Shipment FOB Origin  
 Delivery 4 weeks  
 Date 2-Dec-21  
 State Contract # #19009  
 B&Q #

RESOLUTION NO. 2021-47  
RESOLUTION APPROVING FINANCING TERMS FOR  
THE FINANCING OF PUBLIC SAFETY RADIOS

WHEREAS, the City of North Augusta, SC (“Borrower”) has previously determined to undertake a project for the financing of public safety radios (the “Project”), and the Chief Financial Officer has now presented a proposal for the financing of such Project.

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

1. The Borrower hereby determines to finance the Project through Truist Bank (“Lender”) in accordance with the proposal dated December 10, 2021. The amount financed shall not exceed \$642,000.00, the annual interest rate (in the absence of default or change in tax status) shall not exceed 1.51%, and the financing term shall not exceed five (5) years from closing.
2. All financing contracts and all related documents for the closing of the financing (the “Financing Documents”) shall be consistent with the foregoing terms. All officers and employees of the Borrower are hereby authorized and directed to execute and deliver any Financing Documents, and to take all such further action as they may consider necessary or desirable, to carry out the financing of the Project as contemplated by the proposal and this resolution.
3. The Finance Officer is hereby authorized and directed to hold executed copies of the Financing Documents until the conditions for the delivery of the Financing Documents have been completed to such officer's satisfaction. The Finance Officer is authorized to approve changes to any Financing Documents previously signed by Borrower officers or employees, provided that such changes shall not substantially alter the intent of such documents or certificates from the intent expressed in the forms executed by such officers. The Financing Documents shall be in such final forms as the Finance Officer shall approve, with the Finance Officer's release of any Financing Document for delivery constituting conclusive evidence of such officer's final approval of the Document's final form.
4. The Borrower shall not take or omit to take any action the taking or omission of which shall cause its interest payments on this financing to be includable in the gross income for federal income tax purposes of the registered owners of the interest payment obligations.
5. The Borrower intends that the adoption of this resolution will be a declaration of the Borrower's official intent to reimburse expenditures for the Project that are to be financed from the proceeds of the Lender financing described above. The Borrower intends that funds that have been advanced, or that may be advanced, from the Borrower's general fund or any other Borrower fund related to the Project, for project costs may be reimbursed from the financing proceeds.
6. All prior actions of Borrower officers in furtherance of the purposes of this resolution are hereby ratified, approved and confirmed. All other resolutions (or parts thereof) in conflict with this resolution are hereby repealed, to the extent of the conflict. This resolution shall take effect immediately.

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

ATTEST:

---

Sharon Lamar, City Clerk

RESOLUTION NO. 2021-48  
A RESOLUTION AUTHORIZING AN ASBESTOS ABATEMENT SERVICES  
CONTRACT FOR CITY OWNED PROPERTY AT 1208 GEORGIA AVENUE,  
SITE OF NEW PUBLIC SAFETY HEADQUARTERS

WHEREAS, an asbestos inspection was performed at 1208 Georgia Avenue and it was determined that asbestos abatement services are needed prior to moving forward with building demolition at the site; and

WHEREAS, City staff, in conjunction with the City's project manager Capstone Services, has received and reviewed two proposals; and

WHEREAS, both proposals are in the estimated range as provided by the inspection vendor; and

WHEREAS, the lowest proposal received is from G&P Construction, Hauling & Environmental, LLC (G&P) totaling \$10,177; and

WHEREAS, Administration supports the asbestos abatement services contract to continue to move forward with site demolition at 1208 Georgia Avenue; and

WHEREAS, City Council believes it to be in the best interest of the City to contract for asbestos abatement services to support continued forward progress on the new Public Safety Headquarters.

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 a contract be entered into with G&P for asbestos abatement services with charges not to exceed \$10,200 to be charged to the Public Safety Headquarters project.

BE IT FURTHER RESOLVED that the City Administrator shall be authorized to sign all documents relating to the identified contractual services.

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

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

ATTEST:

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

## RESOLUTION NO. 2021-49

A RESOLUTION AUTHORIZING FUNDING ALLOCATION RECOMMENDATIONS  
OF THE ACCOMMODATIONS TAX ADVISORY COMMITTEE FOR THE DISBURSEMENT OF  
REVENUES FROM THE ACCOMMODATIONS TAX YEAR 2020-2021

WHEREAS, the City of North Augusta receives state accommodations tax funding from the state of South Carolina; and

WHEREAS, the City receives more than fifty thousand dollars in state accommodations taxes and pursuant to Section 6-4-25 Code of Laws of South Carolina, formed a local advisory committee consisting of seven members via Resolution 2019-32 and updated via Resolution 2020-45; and

WHEREAS, Section 6-4-10(4) provides, in part, that the funds received by a municipality collecting more than fifty thousand dollars from the state accommodations tax must allocate the remaining balance, after statutory directed allocations to the General Fund and advertising and promotion funds, to the special fund to use for tourism related expenditures; and

WHEREAS, the local accommodations tax advisory committee received ten applications for funding for accommodations tax year 2020-2021; and

WHEREAS, the funding for accommodations tax year 2020-2021 to be allocated to applicants totaling \$76,064.13; and

WHEREAS, the local accommodations tax advisory committee met and reviewed the applications, spoke with applicants and voted to recommend the following funding allocations for Council's consideration:

Project Name	Organization	Amount Requested	Allocated Amount
Vaughn Taylor Championship	American Junior Golf Association - Patrick Cansfield	\$15,000.00	\$5,000.00
Jack-O-Lantern Jubilee	NAPRT - Rick Meyer	\$25,000.00	\$25,000.00
Pole Barn with fireplace	Olde Towne Preservation Association - Lynn Thompson	\$35,000.00	\$6,564.13
2022 Sharon Jones Amphitheater Concert Series	NAPRT - Derek Boyd	\$20,000.00	\$15,000.00
2022 River Event	NAPRT - Rick Meyer	\$15,000.00	\$10,000.00
Entertainment Event MFOCTA/BLOA Joint Academy	City of North Augusta - Cammie Hayes	\$7,000.00	\$2,500.00
Arts & Heritage Rack Cards	Arts & Heritage Center - Mary Ann Bigger	\$2,000.00	\$2,000.00
Spring Concert Series	Friends with Benefits Fund - George Claussen	\$10,000.00	\$10,000.00
FY 2020-2021 Recommended Allocation			\$76,064.13

NOW THEREFORE BE IT RESOLVED by the Mayor and City Council for the City of North Augusta, in meeting duly assembled and by the authority thereof that funding be allocated as

recommended by the local accommodations tax advisory committee and that the funding source be the Accommodations Tax Fund for tax year 2020-2021.

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

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Briton S. Williams, Mayor

ATTEST:

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Sharon Lamar, City Clerk

ORDINANCE NO. 2021-26  
TO CONVEY A PORTION OF TAX PARCEL NUMBER  
005-13-06-004 TO THE WANDO WOODLANDS PROPERTY  
OWNERS ASSOCIATION, INC.

WHEREAS, on May 29, 2007 Wando Partners, L.P. conveyed ± 2.52 acres to the City of North Augusta identified as Tax Parcel Number 005-13-06-004, and

WHEREAS, the conveyed property was identified as “Common Space” and includes a detention pond that services the development; and

WHEREAS, the Wando Woodland Property Owners Association, Inc. would like to use and develop a portion of Tax Parcel Number 005-13-06-004 consisting ± 0.17 acres as recreational space for the residents of the development; and

WHEREAS, the use of this ± 0.17 acres by the Wando Woodland Property Owners Association will not affect the City of North Augusta’s ability to maintain the infrastructure of the detention pond.

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 Administrator is authorized to sign the deed and necessary documents for the conveyance of 0.17 acres of Tax Map Parcel number 005-13-06-004, to the Wando Woodland Property Owners Association.
- II. All Ordinances or parts of Ordinances in conflict herewith are, to the extent of such conflict, hereby repealed.
- III. This Ordinance shall become effective immediately upon its adoption on second and final reading.

DONE, RATIFIED AND ADOPTED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH AUGUSTA, SOUTH CAROLINA, ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2022.

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

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

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

ATTEST:

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



# City of North Augusta City Council



## PUBLIC NOTICE

Meeting Schedule and Notice

January 2022 through December 2022

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Pursuant to the South Carolina Code of Laws §30-4-80(a), notice is hereby given to the members of the North Augusta City Council and to the general public that the North Augusta City Council will hold meetings open to the public on the following dates and times. A copy of the agenda for each meeting will be available at least 24 hours in advance in the City Clerk's Office, at 100 Georgia Avenue, North Augusta, South Carolina. A notice of each meeting will be sent by email to the current maintained "Agenda Mail Out" list consisting of news media outlets and individuals or companies requesting notification. Notice of the meetings will also be posted by the outside doors of the Municipal Center, on the main bulletin board located on the first floor of the Municipal Center, and on the website at [www.northaugusta.net/government/council-meetings-agendas](http://www.northaugusta.net/government/council-meetings-agendas). For questions or further information, please contact the City Clerk at (803) 441-4202 or email to [slamar@northaugusta.net](mailto:slamar@northaugusta.net).

Unless otherwise noted, regular City Council meetings listed below are to be held the first and third Mondays of each month on the third floor of the Municipal Center at 100 Georgia Avenue, North Augusta, South Carolina.

### January 2022

- 03 Public Power Hour at 5:30 pm and Council Meeting at 6:00 pm
- 17 (No meeting will be held in observance of Martin Luther King, Jr. Day)
- 31 Study Session at 6:00 pm

### February 2022

- 07 Public Power Hour at 5:30 pm and Council Meeting at 6:00 pm
- 21 (No meeting will be held in observance of Presidents' Day)
- 28 Study Session at 6:00 pm

### March 2022

- 07 Public Power Hour at 5:30 pm and Council Meeting at 6:00 pm
- 14 Study Session at 6:00 pm
- 21 Council Meeting at 6:00 pm
- 28 Study Session at 6:00 pm

### April 2022

- 04 Public Power Hour at 5:30 pm and Council Meeting at 6:00 pm
- 11 Study Session at 6:00 pm
- 18 Council Meeting at 6:00 pm
- 25 Study Session at 6:00 pm

### May 2022

- 02 Public Power Hour at 5:30 pm and Council Meeting at 6:00 pm
- 09 Study Session at 6:00 pm
- 16 Council Meeting at 6:00 pm
- 23 Study Session at 6:00 pm
- 30 (No meeting will be held in observance of the Memorial Day Holiday)

**June 2022**

- 06 Public Power Hour at 5:30 pm and Council Meeting at 6:00 pm
- 13 Study Session at 6:00 pm
- 20 Council Meeting at 6:00 pm

**July 2022**

- 04 (No meeting will be held in observance of the Independence Day Holiday)
- 11 Study Session at 6:00 pm
- 18 Public Power Hour at 5:30 pm and Council Meeting at 6:00 pm
- 25 Study Session at 6:00 pm

**August 2022**

- 01 Public Power Hour at 5:30 pm and Council Meeting at 6:00 pm
- 08 Study Session at 6:00 pm
- 15 Council Meeting at 6:00 pm

**September 2022**

- 05 (No meeting will be held in observance of the Labor Day Holiday)
- 12 Study Session at 6:00 pm
- 19 Public Power Hour at 5:30 pm and Council Meeting at 6:00 pm
- 26 Study Session at 6:00 pm

**October 2022**

- 03 Public Power Hour at 5:30 pm and Council Meeting at 6:00 pm
- 10 Study Session at 6:00 pm
- 17 Council Meeting at 6:00 pm
- 24 Study Session at 6:00 pm

**November 2022**

- 07 Public Power Hour at 5:30 pm and Council Meeting at 6:00 pm
- 14 Study Session at 6:00 pm
- 21 Council Meeting at 6:00 pm
- 28 Study Session at 6:00 pm

**December 2022**

- 05 Public Power Hour at 5:30 pm and Council Meeting at 6:00 pm
- 12 Study Session at 6:00 pm
- 19 Council Meeting at 6:00 pm
- 26 (No meeting will be held in observance of the Christmas Holiday)

*Please note: Meeting dates and times are subject to change. Special Called Meeting notices will be given in the same manner as regular meetings. To verify meeting dates and times, contact the City Clerk's Office at (803) 441-4202 or visit [www.northaugusta.net/government/council-meetings-agendas](http://www.northaugusta.net/government/council-meetings-agendas).*

RESOLUTION NO. 2021-50  
A RESOLUTION TO ENTER INTO A MEMORANDUM OF AGREEMENT  
FOR PARTICIPATION IN MAIN STREET SOUTH CAROLINA

WHEREAS, the Municipal Association of South Carolina (MASC) hosts the Main Street SC program, the licensed agency that is charged with administering the Main Street program throughout the State of South Carolina; and

WHEREAS, in August 2018, North Augusta Forward (NAF) made presentation to the North Augusta City Council regarding the benefits of, and process of applying for participation in, the Main Street SC program, after which the North Augusta City Council provided written support for NAF to apply on behalf of the City of North Augusta; and

WHEREAS, in the three years since acceptance into Main Street SC, NAF, through staff and board of directors, has operated as North Augusta's Main Street program in "Aspiring" status; and

WHEREAS, beginning in January 2022, North Augusta's Main Street program will have completed all training required to graduate from "Aspiring" status to "Classic" status; and

WHEREAS, Main Street SC has developed a Main Street Memorandum of Agreement (MOA) based on national Main Street operational best practices for the 2022-2023 program year that outlines the roles, responsibilities and requirements of the municipality, the local Main Street program board of directors, the local Main Street program manager, and Main Street SC; and

WHEREAS, all parties with responsibilities outlined in the MOA are required to sign and confirm their thorough understanding and commitment to active participation in Main Street SC.

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. The Mayor and Council of North Augusta continue to support the national Main Street Approach and its local implementation.
2. The Mayor and Council acknowledge North Augusta as a designated municipality of the Main Street SC program in Classic status.
3. The City Administrator is authorized to sign the 2022-2023 Main Street MOA as required for the City's participation in the Main Street SC program.

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

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

ATTEST:

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



# 2022-2023

## Main Street MOA

### Memorandum of Agreement

11.17.2021

This document is to be signed by all parties (Main Street Program Manager, City/Town Representative, Board Chair) and returned to Main Street SC no later than **December 30, 2021** to remain active in the program.

A signed document confirms that the local Main Street program has a thorough understanding of the benefits and requirements of active participation in the Main Street SC program. A signed copy is to be filed locally with the Main Street Program and City Offices.

Email Kalin Bethel with questions ([kbethel@masc.sc](mailto:kbethel@masc.sc)).



Housed within the Municipal Association of SC, **Main Street SC** is the licensed agency that is charged with administering the Main Street program throughout the state. Main Street SC is committed to following the program guidelines and licensing agreement as outlined by the National Main Street Center.

Main Street SC designates a municipality as a *Main Street South Carolina Community*. When designated, the local city or town government, and specifically the chief elected official, is notified of the designation. The city or town government acknowledges administration of the Main Street program at the local level.

From time-to-time, local Main Street program administration may change. Follow the steps below to allow local Main Street program administration changes to occur.

**Documents Needed for a Change in Administration of the Local Main Street Program, including if the organization changes from a nonprofit, government or quasi-public-private structure to a different structure:**

- Main Street SC requires:
  - A resolution from the City/Town Council and/or the Board that authorizes this change.
  - Minutes of the City/Town Council and/or Board Meeting clearly demonstrating the majority vote.
  - Documentation demonstrating how the entity that will be administering the Main Street Program will address the items listed under the “municipality agrees to” and “board agrees to” sections of this document.

These documents must be emailed to the Main Street SC State Coordinator **within two months** of a change in local program administration.



## Main Street SC | Local Program Memorandum of Agreement

2022 -2023 Program Year

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### Main Street Program Background

#### **Nationally:**

**Main Street America™** has been helping revitalize older and historic commercial districts for more than 40 years. Today it is a network of more than 1,600 neighborhoods and communities, rural and urban, who share both a commitment to place and to building stronger communities through preservation-based economic development. Main Street America is a program of the nonprofit National Main Street Center, a subsidiary of the National Trust for Historic Preservation.

Main Street America is a mark of distinction. It is a seal, recognizing that participating programs, organizations, and communities are part of a national movement with a proven track record for celebrating municipality character, preserving local history, and generating impressive economic returns. Since 1980, over 2,000 communities have been part of Main Street, bringing renewed energy and activity to America's downtowns and commercial districts, securing more than \$89.57 billion in new investment creating 687,321 net new jobs and rehabilitating 303,836 buildings.

Main Street America is a time-tested strategy. Main Street America communities are encouraged to make use of a time-tested approach, known as the Main Street Approach. The Main Street Approach is rooted in a commitment to broad-based municipality engagement, a holistic understanding of the factors that impact the quality of life in a community, and strategic focus on the core principles of downtown and neighborhood revitalization: Economic Vitality, Quality Design, Effective Promotion, and Sustainable Organization. For more information, visit [www.mainstreet.org](http://www.mainstreet.org).

#### **In South Carolina:**

Since 1983, over 70 communities have directly benefitted from the Main Street SC program, bringing economic strength to South Carolina's downtown commercial districts, securing \$609 million in new investment, creating more than 5,363 net new jobs and rehabilitating 1,492 historic buildings.



## Main Street SC | Local Program Memorandum of Agreement

### 2022 -2023 Program Year

This agreement is entered into and executed by the Municipal Association of SC's Main Street SC program (hereinafter referred to as "MSSC"), the City/Town of \_\_\_\_\_, South Carolina (hereinafter referred to as "the municipality"), the Local Main Street Program Board, and the Downtown Manager for the Community. MSSC will enter into this agreement with the above parties to provide services in return for active and meaningful participation in Main Street SC by the Municipality as specified below.

This agreement outlines the necessary requirements set forth by MSSC for the Community's participation in Main Street SC for the stated term. MSSC is the sponsoring state program for Main Street and is licensed by the National Main Street Center (hereinafter referred to as "National Program") to designate, assess, and recommend for accreditation Main Street programs within the State of South Carolina.

In recognition of the agreement by MSSC, the Community, the Board, and the Downtown Manager to maintain an active Local Main Street Program, the parties have agreed to the following:

#### **ARTICLE 1: THE MUNICIPALITY AGREES TO—**

1. Acknowledge the entity serving as the Board for the local Main Street Program. The city council may not serve as the Main Street Board.
2. Acknowledge boundaries for the target area of the local Main Street Program.
  - a. A copy of these boundaries – and any changes – must be submitted to MSSC.
3. Support the employment of a full-time paid professional downtown manager responsible for the daily administration of the local Main Street Program.
  - a. The downtown manager must have a job description that identifies at least 75% of their duties that relate directly to the Main Street program. A copy of the job description must remain on file with MSSC at all times.
  - b. The downtown manager should be paid a salary consistent with other municipality and economic development professionals within the state. The program manager's salary must be paid in excess of minimum wage.
  - c. If the position is a city/town staff position, the municipality must notify MSSC within one week of any downtown manager vacancy and the municipality must appoint an interim downtown manager until the position is filled. MSSC must have accurate contact information for the downtown manager at all times.
  - d. If the position is a city/town staff position, provide an annual evaluation of the downtown manager. If the manager is employed by an entity other than the local government, encourage that entity to provide an annual evaluation and performance review.
4. Provide for local Main Street Program solvency through a variety of direct and in-kind financial support.
  - a. If the downtown manager is an employee of the local Main Street Program and not the municipality, the municipality assures that the program has the financial means to pay for said manager for the period of this agreement.
  - b. The local Main Street program must maintain an identifiable and publicly accessible office



- space. MSSC recommends this space to be in the local Main Street program area.
- c. The local Main Street program must have sufficient funding to provide travel and training for the downtown manager and the Board of Directors.
- d. Provide a copy of the local program's current Main Street Program budget to MSSC.
- 5. Assist the downtown manager in compiling data required as part of the monthly reporting process.
  - a. Provide for a positive relationship between the downtown manager and key city staff to access the following information in a timely manner:
    - i. Business license data
    - ii. Building permit data
    - iii. Property tax data
    - iv. Geographic Information Systems data (mapping support when available)
  - b. Review reported data submitted by the downtown manager to assure accuracy.
- 6. Notify MSSC in writing prior to any wholesale changes in the local program, including staff changes, major funding changes, change in organizational structure/placement of the program or major turnover in the board of directors. Such notice should be received by MSSC one month prior to said changes. Changes may result in program probation, the loss of accreditation or removal of program designation.

**ARTICLE 2: THE BOARD AGREES TO—**

- 1. Assist the downtown manager in creating an annual work plan that incorporates incremental and meaningful goals related to the Main Street Approach™ to downtown revitalization: Transformation Strategies, Organization, Design, Promotion and Economic Vitality.
  - a. The work plan should include specific tasks, assignments or a point of contact for the task, related budget needs, and a timeline.
  - b. The work plan will serve as a strategic plan for the local program for a period of three years or less.
  - c. A copy of the work plan must be on file and updated with MSSC.
- 2. Acknowledge boundaries for the target area of the local Main Street Program.
  - a. A copy of these boundaries – and any changes – must be submitted to MSSC.
- 3. Provide opportunities for regular public engagement and support of the Local Main Street Program.
  - a. MSSC recommends a public downtown visioning event/town hall meeting every other year or every three years.
  - b. The Board should identify opportunities for volunteer support and assistance in executing the work plan.
  - c. The Board should actively engage the municipality for financial and in-kind support of the local program.
- 4. Conduct at least one board training, orientation or planning retreat per year for the local program.
- 5. Support the employment of a full-time paid professional downtown manager responsible for the daily administration of the local Main Street Program.
  - a. If the position is a city/town staff position, the municipality must notify MSSC within one week of any downtown manager vacancy and the municipality must appoint an interim downtown manager until the position is filled. MSSC must have accurate contact information for the downtown manager at all times.
- 6. Meet a minimum of 6 times per year and ensure that the minutes of each meeting are maintained and distributed. Such meetings should be open to the public and public notice should be given related to meeting times and agendas.





7. Attend training when possible to become better informed about the Main Street Approach™ and trends for downtown revitalization and to support the downtown manager.
8. All newly appointed Board Members are required to attend local Main Street orientation within one year of start date.
9. Assure the financial solvency and effectiveness of the Local Main Street Program.
  - a. Adopt an annual budget that is adequate to support the annual work plan, maintain an office and support staff, and provide for training and travel.
  - b. Maintain active membership of the Local Main Street Program to the National Main Street Center.
  - c. Provide for policies to expend funds, enter into debt, and provide programming support for the local Main Street Program.
10. Authorize and support the local Program Coordinator's attendance and participation in Main Street meetings scheduled four (4) times each year. The local program shall be responsible for downtown manager's travel costs and expenses associated with these meetings. If the downtown manager cannot attend, another local program representative is expected to attend.
11. Notify MSSC in writing prior to any wholesale changes in the local program, including staff changes, major funding changes, change in organizational structure/placement of the program or major turnover in the board of directors. Such notice should be received by MSSC one month prior to said changes. Changes may result in program probation, the loss of accreditation or removal of program designation.

### **ARTICLE 3: THE DOWNTOWN MANAGER AGREES TO—**

1. Complete all reporting required by MSSC.
  - a. Complete monthly economic and programming activity reports, including portions of said reports that are required as part of the local program assessment process by MSSC. These reports must be completed by the 15<sup>th</sup> of the following month. (Example: March report due by April 15<sup>th</sup>). Failure to complete monthly reports in a timely manner may result in program probation, removal of program designation or the loss of accreditation.
  - b. Participate in the annual manager's survey provided by MSSC. Failure to complete the annual manager's survey by the deadline may result in the loss of accreditation or removal of program designation.
  - c. Provide documentation of all meetings, work plans, budgets, job descriptions, and mission/vision statements for the organization.
  - d. Provide documentation to support the work of the organization as it relates to the Main Street Approach™, including information related to historic preservation as required by the National Main Street Center.
  - e. Provide, from time to time, documentation related to local ordinances, plans, codes, and policies that are specific to the municipality's downtown area.
2. Assist in local arrangements during on-site visits to the local program as requested by MSSC. MSSC reserves the right to reschedule said on-site service if this requirement is not met.
3. Participate in training to broaden the impact of the local Main Street Program.
  - a. The downtown manager and/or board members are expected to attend at least one preservation or economic development-related training annually.
  - b. MSSC requires managers to attend at least 20 hours of training annually (including webinars, annual trainings, statewide workshops, etc.). Eligible training hours can come from both MSSC



and non-MSSC hosted training events. Training must be relevant to the field of downtown development, historic preservation, planning, city development and economic development.

4. Respond to requests by MSSC in a timely manner.
5. Actively participate in the Main Street SC network of professional downtown managers.
6. Complete Main Street orientation with MSSC within the first 3 months of employment.
7. If the local program is a non-profit, file all applicable IRS forms in accordance with state and federal taxation laws.
8. Provide regular updates between the local Main Street Program and the municipality and MSSC.
  - a. Downtown managers are required to provide at least quarterly reports to the local government.
  - b. Downtown managers are required to prepare and submit to Main St SC an annual report of activities and impact.
  - c. Downtown managers are encouraged to provide copies of all minutes, budgets, and work plans to the local government in a timely manner.
9. Maintain annual active and current fee paid Main Street America™ membership and MSSC fee paid status and use the name "Main Street" in accordance with the National Main Street Policy. Agree to acknowledge being an official MSSC member on all printed and electronic materials, (i.e. websites, newsletters and brochures). Logo specifications are provided by MSSC. A Main Street America Sublicense Agreement must be obtained from MSSC.
10. Maintain and preserve project files. Document downtown projects and other major local program information in a thorough and systematic fashion. All relevant programmatic documentation should be uploaded and stored in MSSC's shared folder system created for local programs, following the organization structure outlined by MSSC. This is to help ensure a seamless transfer of project files to city representatives or successor downtown managers in the event of personnel changes.

#### **ARTICLE 4: MSSC AGREES TO—**

1. Serve as a central point of contact and facilitate communication between the local program, MASC, state government agencies, municipalities and the National Main Street Center, as they relate to the local Main Street Programs and the efforts of downtown revitalization in South Carolina.
2. Offer quarterly meetings and/or workshops on the Main Street Four Point Approach™ to further develop and refine the skills of downtown managers, board members, committee members and government representatives from Main Street municipalities.
  - a. Additional trainings and on-site visits will be at the expense of the local program including mileage, meals (and lodging if necessary).
3. Assist local Main Street Programs with organizational issues that may prevent the successful progress of the municipality's downtown revitalization strategy.
  - a. MSSC may assist communities in selecting candidates for the position of downtown manager, as requested.
  - b. MSSC may require a local Main Street Program to host an on-site assessment visit if the local program has had a major leadership or organization change, is currently in a probationary status, or is in jeopardy of losing accreditation or designation status.
4. Provide guidelines and other materials designed to assist in Main Street continuing education.
5. Provide timely assistance and guidance to the municipality and local program as a result of requests for service or the annual assessment process.
  - a. MSSC may contact a municipality and board upon observation of monthly reporting abnormalities, missing data or missing reports. If a local program becomes delinquent in



- multiple reports, MSSC may contact the local board chair or city administrator about the delinquency.
- b. MSSC may assist in training local staff or volunteers in the reporting process.
  - c. Provide phone consultations as needed to evaluate the program's progress to aid the local program in deciding the direction of the program.
  - d. MSSC will offer an annual program assessment for the local program highlighting success and opportunities for improvement.
6. In coordination with MASC's Advocacy and Communication Department, facilitate and promote ongoing press coverage of MSSC and its individual local programs.

**ARTICLE 5: ALL PARTIES AGREE THAT—**

1. This agreement shall be valid through December 31, 2022.
2. This agreement may be terminated by MSSC or the local program by written notice of 60 days. Termination of this agreement by the local program will result in the loss of local Main Street designation. Communities that choose to terminate their Main Street SC Program affiliation will be required to formally apply for and participate in the Start-Up process if they desire to regain their National Accreditation or local program designation in the future.
3. If the Community, Board and/or Downtown Manager fail to fulfill their obligations set forth in this agreement, MSSC reserves the right to determine a course of action for the local Main Street Program as it deems appropriate. Such course may include probation, loss of accreditation or termination of designation.
4. If at any point during the 2022-2023 program year there is a change in the local program manager, the local program is required to submit a new MOA including the new downtown manager's signature certifying that person's understanding of the requirements of this relationship.
5. Any change in the terms of this agreement must be made in writing and approved by both parties.
6. Each party will carry limits of general, automobile and public official's liability insurance adequate to satisfy the requirement of the SC Tort Claims Act (Section 15-78-10 et seq. of the SC Code of Laws).
7. Each party will carry workers' compensation and employers' liability coverage on its employees.
8. To the extent permitted by law, agree to jointly hold each other harmless for any activities of the other including but not limited to general liability, automobile liability, worker's compensation and employer's liability.

####



**Main Street SC | Local Program  
Memorandum of Agreement | 2022 -2023 Program Year**

THIS AGREEMENT IS HEREBY EXECUTED BY AND BETWEEN THE PARTIES BELOW:

**LOCAL GOVERNMENT (COMMUNITY):** \_\_\_\_\_

\_\_\_\_\_  
Authorized City Representative Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized City Representative Name Printed

\_\_\_\_\_  
Authorized City Representative Title

---

**MAIN STREET BOARD OF DIRECTORS**

\_\_\_\_\_  
Board Chair Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Board Chair Printed Name

\_\_\_\_\_  
Date Term Expires

---

**DOWNTOWN MANAGER**

\_\_\_\_\_  
Manager's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Manager Printed Name

\_\_\_\_\_  
Date Hired

- Check here if this position is vacant.

---

**MUNICIPAL ASSOCIATION OF SC  
MAIN STREET SC PROGRAM**

\_\_\_\_\_  
MSSC Manager's Signature

\_\_\_\_\_  
Date

p: 803.354.4792

e: jboulware@masc.sc

**Identify the structure of the local Main Street Program:**

- Main Street Program is Publicly Administered (City/Town Dept.)
- Main Street Program is Privately Administered (Non-Profit)
- Main Street Program is Quasi Public-Privately Administered (City/Town/Non-Profit)



**CHECKLIST for the Agreement and Enclosures**

All of the following required documents must be submitted to Main Street SC with this signed agreement:

1.  The **Agreement**, signed and dated by all parties.
2.  Completed **Local Contact & Budget Information Form** (below).
3.  Local program's **current Main Street Program Budget**.
4.  Local program's current **Annual Work Plan**.
5.  **Complete list of local board members**. Include name, role, address, email address and phone numbers.
6.  **Dues payment**.

<b>Local Contact &amp; Budget Information Form</b>	
<b>Main Street Program Coordinator Name</b>	
<b>Beginning year as Main Street Coordinator</b>	
<b>Beginning year of your Main Street Program</b>	
<b>Program Structure</b>	check all that apply: <input type="checkbox"/> Local Main Street Program is publicly administered (city/town department) <input type="checkbox"/> Local Main Street Program is privately administered (nonprofit) <input type="checkbox"/> Local Main Street Program is quasi-public-privately administered (city/town/nonprofit) <input type="checkbox"/> Other (clarify): _____
<b>Municipality</b>	
<b>Population</b>	
<b>Email address</b>	
<b>Web site address</b>	
<b>Office telephone</b>	
<b>Cell phone</b>	
<b>Mailing Address</b>	

The information requested below will be kept confidential and used only for statistical study in the Main Street SC office.

<b>Municipal funding amount</b>	
<b>County funding amount</b>	
<b>Grant funding amount</b>	
<b>Grant sources</b>	
<b>Program budget</b>	
<b>Program Coordinator yearly salary</b>	

RESOLUTION NO. 2021-51  
AUTHORIZING ADDITIONAL FUNDING FOR ENGINEERING SERVICES FOR THE  
DOWNTOWN GREENEWAY CONNECTOR/BLUFF AVENUE STREETScape

WHEREAS, Resolution 2020-19 authorized the City to enter into a Master Agreement with Cranston Engineering Group, P.C. (Cranston) for professional civil engineering services for the Downtown Greenway Connector; and

WHEREAS, Resolution 2020-21 approved Work Authorization No. 1 for Phase One of the Downtown Greenway Connector, AKA Bluff Avenue Streetscape, and established a budget of \$150,000 from the Sales Tax 3 Fund; and

WHEREAS, as a result of preliminary plan review, it was the consensus of City Council to include undergrounding of the overhead utility lines into the design; and

WHEREAS, additional engineering services are necessary for the City's portion of the undergrounding work; and

WHEREAS, Cranston, in consultation with the Director of Engineering & Public Works, has submitted a Scope of Work and Fee Proposal for the additional engineering services.

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 that funding for Work Authorization No. 1 shall be increased to \$175,000.00 from the Sales Tax 3 Fund.

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

ATTEST:

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



# CRANSTON ENGINEERING

ENGINEERS - PLANNERS - SURVEYORS

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706.722.1588  
CranstonEngineering.com

November 30, 2021

Mr. Thomas C. Zeaser, P.E.  
Director of Engineering and Public Works  
City of North Augusta  
100 Georgia Avenue, 2nd Floor  
North Augusta, South Carolina 29841

Re: North Augusta Downtown Greenway  
Connector Phase I – Bluff Avenue  
Supplemental Services Proposal  
Our File No. 2020-0245

Dear Mr. Zeaser:

In accordance with your request, we have prepared the following proposal for updates to the Construction Drawings for the Downtown Greenway Connector, Phase I project. Specific updates subject to this proposal include:

- Electrical Engineering design for new underground residential power services, including service reconnection on the utility side of the meter.
- Stand-alone utility relocation drawings that include new underground electrical services, new conduit for streetlights, and general utility coordination guidance as part of the overhead to underground transition. We anticipate the development of two (2) plan sets; Phase I will include Utility Relocations and Phase II will include the Greenway extension and improvements to Bluff Avenue.

Based on our understanding of the required scope of work, the following tasks are proposed.

## SCOPE OF WORK

- Task #1 - Electrical Engineering Design
  - Design wire sizes and conduit routes for new electrical services from the new ground mounted utility transformers to the existing meter or terminal point on the utility side. Transformer locations will be based on the Dominion Energy design.
  - Coordinate with other private utility companies as necessary to assist with the transition from overhead to underground.
  - Construction details will be provided for connection to the existing meter / service line and for the replacement of obsolete meters that no longer meet code.

- We understand that the electrical design will indicate that the service conduit is to be provided by a contractor with the service wire pulled by Dominion Energy. The service wire is understood to be connected at the meter by an electrical contractor.
- Attend a final site meeting with utility companies.
- Task #2 – Phasing Plans
  - Create Phase I and Phase II documents for bidding purposes.
    - Phase I – Utility Relocations; drawings will include:
      - New underground electrical services.
      - Transformer locations will be per Dominion Energy drawings.
      - New underground conduits for Phase II streetlight installations. Proposed street light locations will be shown. We anticipate that conduits will be installed and ‘stubbed-up’ for Phase II streetlight installation.
    - Phase II – Greenway Connector / Bluff Avenue Improvements; drawings will include:
      - Bluff Avenue and Greenway Connector Plan & Profile
      - Drainage Plans
      - Signage & Marking Plans
      - Erosion Control Plans and Details
      - Details, Roadway Cross Sections, Storm Drainage Profiles
  - Facilitate preliminary and final review meetings with the City of North Augusta and utility companies as necessary.
- Task #3 – Bid Phase Support (Phase I – Utility Relocations)
  - Attend one (1) Pre-Bid Meeting
  - Provide responses to questions from potential bidders
  - Issue Addenda as required
  - Attend one (1) Bid Opening / Review Bids / Issue Award Recommendation

**Additional Services to be Provided Upon Request**

- Task #4 – Construction Administration (Phase I – Utility Relocations)
  - Attend one (1) Pre-Construction Meeting
  - Review Submittals, Shop Drawings, Change Requests, Pay Applications.
  - Review and respond to contractor requests for information (RFI)
  - Provide periodic construction inspection as requested to determine if the work is proceeding in accordance with the drawings and specifications. We assume bi-weekly visits during the estimated 3-month utility relocation phase (Phase I).
  - Bid and Construction Phase support for Phase II is per our previously approved proposal.



### **ASSUMPTIONS / EXCLUSIONS**

- The relocation of primary overhead facilities to underground will be designed and constructed by the respective utility owner.
- Wiring design from the meter into the house or house interior wiring is excluded.
- Additional permit reviews as part of the utility relocation phase are excluded.
- Any services not expressly included in this proposal are excluded. Additional services may be provided on a time and material basis or as a separate agreement upon request.

### **FEE PROPOSAL:**

<b><u>Task</u></b>	<b><u>Proposed Fee</u></b>
1. Electrical Engineering Design ( <i>Lump Sum</i> )	\$6,450.00
2. Phasing Plans ( <i>Lump Sum</i> )	\$9,970.00
3. Bid Phase Support (for Phase I Utility Relocations) ( <i>Lump Sum</i> )	\$1,715.00
<i>ADDITIONAL SERVICE, AS REQUESTED</i>	
4. Construction Admin. (for Phase I Utility Relocations) ( <i>Time &amp; Materials</i> )	\$6,725.00
<b>Total:</b>	<b>\$24,860.00</b>

We would expect to submit periodic invoices as the work progresses and to receive payment within thirty (30) days thereafter.

### **TIME OF COMPLETION:**

We will initiate services upon receipt of your notice to proceed. We anticipate the following preliminary timelines for each task. A formal schedule will be developed and reviewed with you within 5-days of receiving a notice to proceed. The preliminary timelines shown below could be impacted by delays with private utility coordination. If we become aware of delays that impact the overall project schedule, then we will contact you immediately.

- Task #1 – Electrical Engineering Design
  - 3-weeks
- Task #2 – Phasing Plans
  - 3 to 4-weeks following completion of Electrical Design Services
- Task #3 – Bid Phase for Phase I Utility Relocations (Time TBD)
- Task #4 – Construction Administration for Phase I
  - 3-months are tentatively estimated for Phase I.
  - Please note that the estimated duration does not account for potential delays with private utility company coordination. This duration should be considered for preliminary planning purposes only.

Tom Zeaser, P.E.  
November 30, 2021  
Page 4 of 4

We appreciate the opportunity to submit this proposal and trust that you find it satisfactory. Your signature in the space provided below and returned to us will be our authority to proceed. Should you have any questions concerning this proposal, please do not hesitate to give us a call.

Sincerely,

CRANSTON ENGINEERING GROUP, P.C.



Tom Dunaway, P.E.

ACCEPTED:

**CITY OF NORTH AUGUSTA, SOUTH CAROLINA**

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

RESOLUTION NO. 2021-52  
AUTHORIZING FUNDING FOR THE MAIN STREET PROGRAM  
TO NORTH AUGUSTA FORWARD

WHEREAS, on November 2, 2021, City Council adopted a budget for the fiscal year that began on January 1, 2021 and ended on December 31, 2021 which included a community promotions contribution to North Augusta Forward for the Main Street Program; and

WHEREAS, COVID-19 has impacted the pace at which items are able to be secured related to enhancing downtown amenities and other objectives of the Main Street Program; and

WHEREAS, there remains a balance of \$6,000 in the community promotions contribution account for the 2021 budget year; and

WHEREAS, Council believes it to be in the best interest of the City to authorize funding from the 2021 General Fund surplus for the Main Street Program to North Augusta Forward.

NOW THEREFORE BE IT RESOLVED by the Mayor and City Council for the City of North Augusta, in meeting duly assembled and by the authority thereof, that \$6,000 is authorized in the Capital Projects Fund from 2021 budget surplus to North Augusta Forward for the Main Street Program as identified above and adopted during the 2021 budget process.

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

ATTEST:

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

RESOLUTION No. 2021-53

RESOLUTION TO AUTHORIZE THE CITY ADMINISTRATOR TO EXECUTE A  
DOCUMENT OR DOCUMENTS CONSENTING TO AN ASSIGNMENT OF RIGHTS  
RELATED TO THE STADIUM LICENSE AGREEMENT

WHEREAS, the City has been advised that Green Jackets Baseball, LLC is entering into an Asset Purchase Agreement with Diamond Baseball Holdings Augusta, LLC; and

WHEREAS, such sale includes matters related to the stadium and retail space owned by the City subject to a license agreement with Green Jackets Baseball, LLC; and

WHEREAS, the license Agreement specifically provides for the assignability and transferability of the interest in and to such license but requires consent by the City to such assignment with a provision that such consent shall not be unreasonably withheld; and

WHEREAS, the City has been provided information related to the transfer with such information thoroughly reviewed by City staff and attorneys with an ultimate determination that the baseball operation and related retail operation will continue and the utilization of said stadium and retail space will remain basically unchanged; and,

WHEREAS, the Mayor and City Council has determined that it is in the best interest of the City that consent be granted for this assignment.

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:  
That the City Administrator is authorized to execute the attached document consenting to the assignment of rights related to the baseball stadium and retail space.

BE IT FURTHER RESOLVED, that the City Administrator is also authorized to execute any other documents required to confirm the City's consent to such assignment.

This Resolution shall become effective immediately upon its adoption.

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

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BRITON S. WILLIAMS, MAYOR

ATTEST:

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SHARON LAMAR, CITY CLERK

[December \_\_\_\_], 2021

City of North Augusta  
100 Georgia Avenue  
North Augusta, South Carolina 29841-3842  
Attn: Office of the Mayor  
[jclifford@northaugusta.net](mailto:jclifford@northaugusta.net)

City/County Building  
100 Georgia Avenue  
North Augusta, South Carolina 29841-3843  
Attn: City Attorney  
[slamar@northaugusta.net](mailto:slamar@northaugusta.net)

Ladies and Gentlemen:

As you may be aware, Greenjackets Baseball LLC entered into an Asset Purchase Agreement, dated as of December [●], 2021 (the "**Purchase Agreement**"), by and between Greenjackets Baseball LLC ("GJB"), Greenjackets Hospitality & Food Services, LLC (collectively, the "**Sellers**") and DBH Augusta, LLC ("**Buyer**") pursuant to which, among other things, Buyer will acquire certain of the assets of the Sellers (the "**Transaction**").

This letter is to advise you that, in connection with the Transaction and in accordance with the terms of the Purchase Agreement, GJB proposes to assign its rights and obligations under the Stadium License Agreement by and between GJB and The City of North Augusta, South Carolina dated as of February 22, 2018 (the "**License Agreement**") to Buyer, and Buyer will assume all rights and obligations of GJB under the License Agreement from and after the closing date (the "**Closing Date**") of the Transaction. Under the terms of the License Agreement, the Transaction may constitute an assignment requiring your consent to the Transaction.

In conjunction with the Transaction, the Buyer intends to enter into a Retail Space Sublicense Agreement (the "**Retail Sublicense**") with Greenstone Hammond's Ferry II, LLC ("**Greenstone Hammond's Ferry**") for the sublicensing of the Retail Space (as defined in the License Agreement) in the Stadium (as defined in the License Agreement) to Greenstone Hammond's Ferry. A similar sublicense arrangement between GJB and Greenstone Hammond's Ferry has been in place since 2019 with the City's tacit consent and approval. Under the terms of the License Agreement, entering into the Retail Sublicense may require your consent.

Also in conjunction with the Transaction, the Buyer intends to enter into an Agreement Regarding Stadium Access (the "**Stadium Access Agreement**") with Greenstone Hendon Riverside Village, LLC ("**Greenstone Hendon**") to provide access to the Stadium to patrons of Southbound Smokehouse II ("**Southbound**") and future tenants of Greenstone Hendon's property at certain times during events at the Stadium. This agreement memorializes an arrangement that has been in place since 2019. Entering into the Stadium Access Agreement may require your consent.

Accordingly, we hereby request that an authorized representative of the City countersign this letter in the appropriate space provided below, which countersignature will constitute, effective upon the Closing Date and, in some cases, to the extent required under the License Agreement, (i) the City's consent to the assignment of the License Agreement to Buyer that shall occur as a result of the Transaction, (ii) the City's acknowledgement that the consummation of the Transaction, including, without limitation, the assignment of the License Agreement, shall not be deemed a breach, or default under, any provision of the License Agreement and that any requirements under the License Agreement for consent or otherwise required in connection with the Transaction have hereby been satisfied or waived, (iii) the City's release and waiver of all termination rights, notice requirements, or other procedural requirements that may arise under the terms of the License Agreement solely as a result of the Transaction (provided that the parties to this letter understand and agree that such release and waiver shall be a one-time release and waiver solely in connection with the consummation of the Transaction and shall not otherwise affect any termination rights, notice requirements, or other procedural requirements that may arise after the consummation of the Transaction under the terms of the License Agreement), (v) the City's acknowledgement that, notwithstanding the consummation of the Transaction or the assignment of the License Agreement, the License Agreement will remain in full force and effect following the Transaction, (vi) the City's consent to the entering into of the Retail Sublicense, and (vii) the City's consent to the entering into of the Stadium Access Agreement.

Please have your authorized representative countersign this letter in the appropriate space below and return an executed countersigned copy of this letter by email to [ ] at [ ]. The assignment of the License Agreement is contingent upon the closing of the Transaction. We would appreciate your response to this request at your earliest convenience and in any event no later than [●], 2021.

If the Transaction does not occur for any reason, this letter will be null and void and of no effect. This letter may be executed in several counterparts, each of which shall be deemed an original instrument and all of which together shall constitute a single letter. Electronic copies of this letter and signatures thereon shall have the same force, effect and legal status as originals. Delivery of an executed signature page to this letter by electronic transmission shall be as effective as delivery of a manually executed counterpart thereof.

If you have any questions, please do not hesitate to contact [Missy Martin] at [mmartin@greenjacketsbaseball.com]. Thank you in advance for your prompt attention to this matter.

Sincerely,

GREENJACKETS BASEBALL, LLC,  
a Georgia limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

GREENSTONE HAMMOND'S FERRY II, LLC, a South Carolina limited liability company

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

GREENSTONE HENDON RIVERSIDE VILLAGE, LLC, a Georgia limited liability company

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Acknowledged and agreed as of the date first written above:

THE CITY OF NORTH AUGUSTA, SOUTH CAROLINA

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_