



DISCUSSION ITEMS FOR JANUARY 3, 2022 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 23, 2021

SUBJECT: Regular City Council Meeting of January 3, 2022

REGULAR COUNCIL MEETING

ITEM 5. COMMUNITY PROMOTION: Recognition of the Winners of the 2021 Mayor's Writing Contest

Mayor Williams will recognize more school winners of the 2021 Mayor's Writing Contest. (Some students were unable to attend the December 20, 2021 meeting due to the holidays.)

ITEM 6. PERSONNEL: Bruce Meigs, Retirement – Recognition of Service to the City of North Augusta

ITEM 7. PERSONNEL: Walton "Buddy" Satcher, Retirement – Recognition of Service to the City of North Augusta

ITEM 8. 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 – Second Reading

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

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

ITEM 9. LAW AND JUSTICE: 2022 Jury Box – Motion to Accept

The 2022 Municipal Jury Box containing the names of all registered voters and the names of individuals with the South Carolina driver's license in our jurisdiction will be presented to Mayor and City Council at

tonight's meeting for approval as is required by State law. A motion to accept the jury box is requested of Council.

ITEM 10. PARKS, RECREATION AND TOURISM: Resolution No. 2022-01 – Authorizing the City of North Augusta to Enter into a Contract for Tourism Website Development and Hosting

A resolution has been prepared for Council's consideration authorizing the City of North Augusta to enter into a contract for tourism website development and hosting.

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

ITEM 11. ENGINEERING AND PUBLIC WORKS: Resolution No. 2022-02 – Accepting an Emergency Watershed Protection Program Grant from the Natural Resources Conservation Service for the Pole Branch Watershed Remediation

A resolution has been prepared for Council's consideration accepting an Emergency Watershed Protection Program Grant from the Natural resources Conservation Service for the Pole Branch watershed remediation.

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

ITEM 12. ENGINEERING AND PUBLIC WORKS: Resolution No. 2022-02 – Authorizing a Professional Engineering Services Contract for the Pole Branch Watershed Remediation

A resolution has been prepared for Council's consideration authorizing a professional engineering services contract for the Pole Branch watershed remediation.

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

ITEM 13. ANNEXATION: Ordinance No. 2022-01 – To Change the Corporate Limits of the City of North Augusta by Accepting the Petition Requesting Annexation by the Landowner and Annexing ±0.26 Acres of Land Located at 331 Belair Road and Owned by Nex Ventures Realty, Inc.; Ordinance – First Reading

An ordinance has been prepared for Council's consideration on first reading to change the corporate limits of the City of North Augusta by accepting the petition requesting annexation by the landowner and annexing ±0.26 acres of land located at 331 Belair Road and owned by Nex Ventures Realty, Inc.

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

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 \pm 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 \pm 0.17 acres as recreational space for the residents of the development; and

WHEREAS, the use of this \pm 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

RESOLUTION NO. 2022-01
AUTHORIZING THE CITY OF NORTH AUGUSTA TO ENTER INTO A
CONTRACT FOR TOURISM WEBSITE DEVELOPMENT AND HOSTING

WHEREAS, the City of North Augusta desires to contract with a firm for development and hosting of a new tourism website for the City; and

WHEREAS, nine (9) firms responded to a "Request for Proposals" in April 2021; and

WHEREAS, all proposals were reviewed, scored and ranked by a committee of City staff and the top three (3) ranked proposals/firms were selected for virtual interviews, presentations and Q&A with City staff in December 2021; and

WHEREAS, after much review and consideration, Madden Preprint Media, LLC dba Madden Media has been selected to design and host a new tourism website for the City of North Augusta; and

WHEREAS, development and hosting of a tourism website is an acceptable "tourism-related expenditure" of state accommodations tax funds designated for advertising and promotion of the City and this project is supported by the City's Accommodations Tax Advisory Committee.

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 City Administrator is authorized to execute such documents as necessary to enter into a contract with Madden Media for development of a new tourism website to include maintenance and web hosting.
2. The total project costs, to include: website design and development, initial year of hosting and maintenance, and brand development with logo design, are not to exceed \$50,000 and shall be funded by designated advertising and promotion funds within the Accommodations Tax Fund. \$30,000 has been designated by the City's Accommodations Tax Committee from the 2020-2021 year for the project with the balance to come from additional unspent advertising and promotion funds.
3. The recurring expenditures related to maintenance and hosting of the tourism website in future years will be requested during the annual budget process of the City.

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

Briton S. Williams, Mayor

ATTEST:

Sharon Lamar, City Clerk

RESOLUTION NO. 2022-02
ACCEPTING AN EMERGENCY WATERSHED PROTECTION PROGRAM GRANT
FROM THE NATURAL RESOURCES CONSERVATION SERVICE
FOR THE POLE BRANCH WATERSHED REMEDIATION

WHEREAS, in September 2020, the region was inundated by rainfall from Tropical Depression Sally, resulting in severe erosion along Pole Branch and threatening the integrity of the Pole Branch Interceptor sanitary sewer line; and

WHEREAS, the City of North Augusta (City) applied for and was awarded an Emergency Watershed Protection Program (EWPP) Grant from the Natural Resources Conservation Service (NRCS) to design and construct improvements along a portion of Pole Branch to remediate the damage, re-establish, enlarge and reinforce the historic stream channel; and

WHEREAS, the grant budget includes:

Construction Costs: \$2,730,000
(75% NRCS \$2,047,500 + 25% City of North Augusta \$682,500)

Technical Assistance (TA) Costs: not to exceed \$204,750
(100% NRCS)

WHEREAS, it is anticipated that most, if not all of the City's financial obligation will be provided by in-kind services of labor and equipment from the Public Services and Public Works Departments.

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 the City Administrator is authorized to execute any and all documents required by NRCS for the purpose of accepting such grant.

BE IT FURTHER RESOLVED that any additional financial obligation in excess of in-kind services shall be subject to approval from City Council as to amount and funding source.

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

Briton S. Williams, Mayor

ATTEST:

Sharon Lamar, City Clerk



NOTICE OF GRANT AND AGREEMENT AWARD

1. Award Identifying Number NR224639XXXXC001	2. Amendment Number	3. Award /Project Period NRCS signature - 10/21/2022	4. Type of award instrument: Cooperative Agreement
5. Agency (Name and Address) Natural Resources Conservation Service 1835 Assembly St., Rm. 950 Columbia, SC 29201		6. Recipient Organization (Name and Address) NORTH AUGUSTA, CITY OF P O BOX 6400 NORTH AUGUSTA SC 29861-6400 UEI Number / DUNS Number: EYFELNNUPKB1 / 079378790 EIN:	
7. NRCS Program Contact Name: Stephen Henry Phone: (803) 765-5350 Email: Stephen.Henry@sc.usda.gov	8. NRCS Administrative Contact Name: Lori Baker Phone: (859) 224-7360 Email: lori.baker@usda.gov	9. Recipient Program Contact Name: Tonya Strickland Phone: (803) 441-4246 Email: tstrickland@northaugusta.net	10. Recipient Administrative Contact Name: Tonya Strickland Phone: (803) 441-4246 Email: tstrickland@northaugusta.net
11. CFDA 10.923	12. Authority 33 U.S.C. 701b-1	13. Type of Action New Agreement	14. Program Director Name: Tonya Strickland Phone: (803) 441-4246 Email: tstrickland@northaugusta.net
15. Project Title/ Description: EWPP - Aiken, SC. DSR 5055-001. Channel Stabilization.			
16. Entity Type: C = City or township Government			
17. Select Funding Type			
Select funding type:	<input checked="" type="checkbox"/> Federal	<input checked="" type="checkbox"/> Non-Federal	
Original funds total	\$2,252,250.00	\$682,500.00	
Additional funds total	\$0.00	\$0.00	
Grand total	\$2,252,250.00	\$682,500.00	
18. Approved Budget			

Personnel	\$0.00	Fringe Benefits	\$0.00
Travel	\$0.00	Equipment	\$0.00
Supplies	\$0.00	Contractual	\$0.00
Construction	\$2,047,500.00	Other	\$204,750.00
Total Direct Cost	\$2,252,250.00	Total Indirect Cost	\$0.00
		Total Non-Federal Funds	\$682,500.00
		Total Federal Funds Awarded	\$2,252,250.00
		Total Approved Budget	\$2,934,750.00

This agreement is subject to applicable USDA NRCS statutory provisions and Financial Assistance Regulations. In accepting this award or amendment and any payments made pursuant thereto, the undersigned represents that he or she is duly authorized to act on behalf of the awardee organization, agrees that the award is subject to the applicable provisions of this agreement (and all attachments), and agrees that acceptance of any payments constitutes an agreement by the payee that the amounts, if any, found by NRCS to have been overpaid, will be refunded or credited in full to NRCS.

Name and Title of Authorized Government Representative ANN ENGLISH, State Conservationist	Signature	Date
Name and Title of Authorized Recipient Representative JIM CLIFFORD, City Administrator	Signature	Date

NONDISCRIMINATION STATEMENT

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or a part of an individual's income is derived from any public assistance program. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at (202) 720-2600 (voice and TDD). To file a complaint of discrimination write to USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW., Washington, DC 20250-9410 or call (800) 795-3272 (voice) or (202) 720-6382 (TDD). USDA is an equal opportunity provider and employer.

PRIVACY ACT STATEMENT

The above statements are made in accordance with the Privacy Act of 1974 (5 U.S.C. Section 522a).

Statement of Work

Purpose

The purpose of this agreement is for the United States Department of Agriculture, Natural Resources Conservation Service, hereinafter referred to as the "NRCS", to provide technical and financial assistance to the City of North Augusta, hereinafter referred to as the "Sponsor", for EWP Project # 5055 in Aiken County, South Carolina, for implementation of recovery measures, that, if left undone, pose a risk to life and/or property.

Objectives

The design and installation of EWP measures as detailed in the individual Damage Survey Reports (DSR) and described here:

- DSR 5055-001 – channel restoration and protection

Budget Narrative

A. The estimated costs for the Project:

1. Total Estimated Project Budget: \$ 2,934,750

The budget includes:

Financial Assistance (FA) Costs:

Construction Costs (75% NRCS \$2,047,500 + 25% Sponsor \$682,500): \$2,730,000

Technical Assistance (TA) Costs:

100% NRCS: not to exceed \$204,750

2. NRCS pays up to 75 percent of eligible construction costs and Sponsor pays 25 percent of construction costs. NRCS will contribute up to \$204,750.00 for contract administration and construction management costs. It is possible that technical and administrative costs will exceed this amount, requiring the Sponsor to contribute resources to complete technical and administrative work

3. NRCS funding for this project is provided to the Sponsor in two separate NRCS funding accounts, one for financial assistance (FA) and one for technical assistance (TA). FA costs are associated with construction activities; TA costs are associated with services. These expenditures shall be accounted for separately in order for expenses to be eligible for reimbursement.

4. NRCS will provide FA for actual costs as reimbursement to the Sponsor for approved on-the-ground construction costs, subject to above limits. If costs are reduced, reimbursement will be reduced accordingly. Construction costs are associated with the installation of the project measures including labor, equipment and materials.

5. NRCS will provide TA reimbursement to the Sponsor for technical and administrative costs directly charged to the project, subject to the above limits. If costs are reduced, reimbursement will be reduced accordingly. These costs include

a. engineering costs include, but not limited to, developing a project design that includes construction drawings and specifications, an operation and maintenance plan, a quality assurance/inspection plan and an engineer's estimate of the project installation costs in addition to providing necessary quality assurance during construction.

b. contract administration costs include, but not limited to, soliciting, evaluating, awarding and administering contracts for construction and engineering services, including project management, verifying invoices and record keeping.

6. The Sponsor will contribute funds toward the total construction costs in either direct cash expenditures, the value of non-cash materials or services, or in-kind contributions. The value of any in-kind contribution shall be agreed to in writing prior to implementation.

Responsibilities of the Parties:

A. SPONSOR will—

1. Accomplish construction of the EWP project measures by contracting, in-kind construction services, or a combination of both.
2. Ensure and certify by signing this agreement that its cost share obligation is from a non-Federal source.
3. Comply with the terms and conditions of this agreement and the attached general terms and conditions except those that are not applicable to State and local governments.
4. Acquire adequate real property rights (land and water), permits and licenses in accordance with local, state, and Federal laws necessary for the installation of EWP project measures at no cost to NRCS prior to construction. This includes any rights associated with required environmental mitigation. Costs related to land rights and permits are the Sponsor's responsibility and ineligible for reimbursement.
5. Accept all financial and other responsibility for excess costs resulting from their failure to obtain, or their delay in obtaining, adequate land and water rights, permits and licenses needed for the Project.
6. Provide the agreed-to portion of the actual, eligible and approved construction cost. These costs may be in the form of cash, in-kind construction services, or a combination of both. Final construction items that are eligible construction costs will be agreed upon during the pre-design conference. These costs consist of costs from contracts awarded to contractors and eligible Sponsor in-kind construction costs for materials, labor, and equipment. The Sponsor shall provide NRCS documentation to support all eligible construction costs. Construction costs incurred prior to the Sponsor and NRCS signing this agreement are ineligible and will not be reimbursed.
7. Be responsible for 100 percent of all ineligible construction costs and 100 percent of any unapproved upgrade to increase the level of protection over and above that described in the DSR.
8. Account for and report FA and TA expenditures separately in order for expenses to be eligible for reimbursement. NRCS funding for this project is provided to the Sponsor in two separate NRCS funding accounts, one for TA and one for FA, requiring this separation.
9. The contracts for design services and construction described in this Agreement shall not be awarded to the Sponsor or to any firm in which any Sponsor's official or any member of such official's immediate family has direct or indirect interest in the pecuniary profits or contracts of such firms. Reference 2 CFR § 200.318 regarding standards of conduct covering conflicts of interest and governing the performance of its employees engaged in the selection, award, and administration of contracts.
10. For in-kind construction services (materials, labor, and/or equipment supplied by the Sponsor), develop a Plan of Operations describing the construction services to be performed including estimated quantities and values. The Plan of Operations shall be concurred in by NRCS at the pre-design conference. In-kind construction services for equipment shall not exceed published FEMA equipment rates unless otherwise documented and concurred in advance by NRCS.
11. The following documentation is required to support the Sponsor's request for reimbursement of in-kind construction services:
 - a. Invoices covering actual costs of materials used in constructing the eligible EWP project measures.
 - b. Records documenting the type, quality, and quantities of materials actually used in constructing the eligible EWP project measures.
 - c. Daily time records for each employee showing name, classification, wage rate, hours, and dates actually employed for constructing the eligible EWP project measures.
 - d. Equipment operating records showing the type and size of equipment, hourly rate, actual hours of operation and dates used to install the eligible EWP project measures. Equipment idle time is not eligible in-kind construction services, even if on the job site, and should not be included in the equipment operating records.
12. Ensure that any special requirements for compliance with environmental and/or cultural resource laws are incorporated into the project.
13. The Sponsor must secure at its own expense all Federal, State, and local permits and licenses necessary for completion of the work described in this agreement as well as any necessary natural resource rights and provide copies of all permits and licenses obtained to NRCS.
14. Will arrange and pay for any necessary location, removal, or relocation of utilities. EWP program regulations prohibit NRCS from reimbursing the Sponsor or otherwise paying for any such costs; nor do the costs qualify as a Sponsor cost-share contribution.
15. Ensure that technical and engineering standards and specifications of NRCS are adhered to during construction of the Project, as interpreted by NRCS Program/Technical Contact. Provide NRCS Program/Technical Contact progress

- reports as necessary and agreed to. Progress reports should include technical on-site inspections of work accomplished for the period, work planned, results of material tests, deficient work products and/or tests with corrective actions taken, modifications anticipated, technical problems encountered, contractual issues and other relevant information.
16. Ensure that all contractors on NRCS assisted projects are performing their work in accordance with OSHA regulations and the Contract Work Hours and Safety Standards Act (40 USC 3701-3708) as supplemented by Department of Labor regulations (29 CFR Part 5). The Sponsor is responsible for periodically checking the contractor's compliance with safety requirements.
17. Provide PE-certified as-built drawings and quantities for the project. A copy of the as-built drawings will be submitted to the NRCS Program/Technical Contact.
18. Pay the contractor(s) for work performed in accordance with the agreement and submit a SF-270, "Request for Advance or Reimbursement" to the ezFedgrants system or the designated email box below with a copy to the Program/ Technical Contact with all documentation to support the request. Final payment request shall be submitted within 90 calendar days of completion of the EWP project measures. Payments will be withheld until all required documentation is submitted and complete.
- a. The required supporting documentation for reimbursement of construction costs include invoices and proof of payment to the contractor showing the items and quantities installed and certified by the engineer of record along with any supporting documentation such as quantity calculations, rock weight tickets, etc.
- b. The required supporting documentation for reimbursement of in-kind construction expenses will include employee time sheets, employee hourly rate, equipment operating logs, equipment hourly rate, and material quantities and invoices.
- c. The required documentation for reimbursement of technical and administrative services will be invoices and proof of payment to consultants and/or employee time sheets along with the employee's hourly rate, hours worked, and date work was performed.
19. Ensure that information in the System for Award Management (SAM) is current and accurate until the final financial report (SF-425) under this award or final payment is received, whichever is later.
20. Take reasonable and necessary actions to dispose of all contractual and administrative issues arising out of the contract(s) awarded under this Agreement. This includes, but is not limited to disputes, claims, protests of award, source evaluation, and litigation that may result from the Project. Such actions will be at the expense of the Sponsor, including any legal expenses. The Sponsor will advise, consult with, and obtain prior written concurrence of NRCS on any litigation matters in which NRCS could have a financial interest.
21. Sponsor must indemnify and hold NRCS harmless to the extent permitted by State law for any costs, damages, claims, liabilities, and judgments arising from past, present, and future acts or omissions of the Sponsor in connection with its acquisition and management of the Emergency Watershed Protection Program pursuant to this agreement. Further, the Sponsor agrees that NRCS will have no responsibility for acts and omissions of the Sponsor, its agents, successors, assigns, employees, contractors, or lessees in connection with the acquisition and management of the Emergency Watershed Protection Program pursuant to this agreement that result in violation of any laws and regulations that are now or that may in the future become applicable.
22. Retain all records dealing with the award and administration of the contract(s) for 3 years from the date of the Sponsor's submission of the final request for reimbursement or until final audit findings have been resolved, whichever is longer. If any litigation is started before the expiration of the 3-year period, records are to be retained until the litigation is resolved or the end of the 3-year period, whichever is longer. Make such records available to the Comptroller General of the United States or his or her duly authorized representative and accredited representatives of the Department of Agriculture or cognizant audit agency for the purpose of making audit, examination, excerpts, and transcriptions.
23. Be liable to the NRCS for damages sustained by the NRCS as a result of the contractor failing to complete the work within the specified time. The damages will be based upon the additional costs incurred by the NRCS resulting from the contractor not completing the work within the allowable performance period. These costs include but are not limited to personnel costs, travel, etc. The NRCS will have the right to withhold such amount out of any monies that may be then due or that may become due and payable to the Sponsor. This liability is not applicable to the extent that the contract performance time is extended by court judgment unless such judgment results from actions of the Sponsor not concurred in by NRCS.
24. Take necessary legal action, including bringing suit, to collect from the contractor any monies due in connection with the contract, or upon request of NRCS, assign and transfer to NRCS any or all claims, demands, and causes of action of every kind whatsoever that the Sponsor has against the contractor or his or her sureties.
25. Submit performance reports on an annual basis to ezFedGrants or to the Farm Production and Conservation (FPAC) Grants and Agreements Division staff via email to: FPAC.BC.GAD@usda.gov. Reports are due 30 calendar days after the reporting period.

26. Submit SF-425 Financial Reports on a semi-annual basis to ezFedGrants or to the Farm Production and Conservation (FPAC) Grants and Agreements Division via email to: FPAC.BC.GAD@usda.gov. Reports are due 30 calendar days after the reporting period.

27. Submit payment requests to ezFedgrants or to the Farm Production and Conservation(FPAC) Grants and Agreements Division via email to: FPAC.BC.GAD@usda.gov on a monthly or quarterly basis. Refer to the General Terms and Conditions for more information regarding payment requests.

B. NRCS will—

1. Assist Sponsor in establishing design parameters; determine eligible construction costs during the pre-design conference.
2. Designate a Government representative (GR) to serve as liaison with the Sponsor and identify that person's contact information with this executed agreement.
3. Review, comment and concur in preliminary and final plans, specifications, O&M Plan, Plan of Operations (if required) and QAP.
4. Make periodic site visits during the installation of the EWP project measures to review construction progress, document conformance to engineering plans and specifications, and provide any necessary clarification on the Sponsor's responsibilities.
5. Upon notification of the completion of the EWP project measures, NRCS shall promptly review the performance of the Sponsor to determine if the requirements of this agreement and fund expenditures as agreed have been met.
6. Make payment to the Sponsor covering NRCS' share of the cost upon receipt and approval of Form SF-270 and supporting documentation, withholding the amount of damages sustained by NRCS as provided for in this agreement. In the event there are questions regarding the SF 270 and supporting documentation, NRCS will contact the Sponsor in a timely manner to resolve concerns.

C. MUTUALLY AGREED

1. The furnishing of financial, administrative, and/or technical assistance above the original funding amount by NRCS is contingent on there being sufficient unobligated and uncommitted funding in the Emergency Watershed Protection Program that is available for obligation in the year in which the assistance will be provided. NRCS may not make commitments in excess of funds authorized by law or made administratively available. Congress may impose obligational limits on program funding that constrains NRCS's ability to provide such assistance.
2. In the event of default of a construction contract awarded pursuant to this agreement, any additional funds properly allocable as construction costs required to ensure completion of the job are to be provided in the same ratio as construction funds are contributed by the parties under the terms of this agreement. Any excess costs including interest resulting from a judgment collected from the defaulting contractor, or his or her surety, will be prorated between the Sponsor and NRCS in the same ratio as construction funds are contributed under the terms of the agreement.
3. Additional funds, including interest properly allocable as construction costs as determined by NRCS, required as a result of decision of the CO or a court judgment in favor of a claimant will be provided in the same ratio as construction funds are contributed under the terms of this agreement. NRCS will not be obligated to contribute funds under any agreement or commitment made by the Sponsor without prior concurrence of NRCS.
4. The State Conservationist may make adjustments in the estimated cost to NRCS set forth in this agreement for constructing the EWP measures. Such adjustments may increase or decrease the amount of estimated funds that are related to differences between such estimated cost and the amount of the awarded contract or to changes, differing site conditions, quantity variations, or other actions taken under the provisions of the contract. No adjustment will be made to change the cost sharing assistance provided by NRCS as set forth in this agreement, nor reduce funds below the amount required to carry out NRCS' share of the contract.
5. Except for item 4. above (last sentence), this document may be revised as mutually agreed through a written amendment duly executed by authorized officials of all signatory parties to this agreement.
6. NRCS, at its sole discretion, may refuse to cost share should the Sponsor, in administering the contract, elect to proceed without obtaining concurrence as set out in this agreement.

7. Once the project is completed and all requests for reimbursement submitted, any excess funding remaining in the agreement will be de-obligated from the agreement.

8. If inconsistencies arise between the language in the Statement of Work (SOW) in the agreement and the general terms and conditions, the language in the SOW takes precedence.

Expected Accomplishments and Deliverables

1. Prepare design, construction specifications, and drawings in accordance with standard engineering principles that comply with NRCS programmatic requirements; and/or contract/install the designed construction. Any design services will be by a professional registered engineer in South Carolina. Sponsor will obtain NRCS review and concurrence on the design, construction plans, and specifications. The Sponsor must ensure description of work is reviewed, concurred, and approved by NRCS. A copy of the final signed and sealed plans and specifications shall be provided to NRCS.

2. Contract for services and construction in accordance with the Code of Federal Regulations (CFR), 2 CFR § 200.317 through 200.326, applicable State regulations, and the Sponsor's procurement regulations, as appropriate. (See general terms and conditions attached to this agreement for a link to the CFR.) In accordance with 2 CFR § 200.326, contracts must contain the applicable provisions described in Appendix II to Part 200. Davis-Bacon Act would not apply under this Federal program legislation.

3. Provide copies of site maps to appropriate Federal and State agencies for environmental review. Sponsor will notify NRCS of environmental clearance, modification of construction plans, or any unresolved concerns as well as copies of all permits, licenses, and other documents required by Federal, state, and local statutes and ordinances prior to solicitation for installation of the EWP project measures. All modifications to the plans and specifications shall be reviewed and concurred on by NRCS.

4. Prepare and submit for NRCS concurrence an Operation and Maintenance (O&M) Plan, if applicable, prior to commencement of work. The O&M Plan shall describe the activities the Sponsor will do to ensure the project performs as designed. Upon completion of the project measures, the Sponsor shall assume responsibility for O&M.

5. Prior to commencement of work and/or solicitation of bids, submit for NRCS review and concurrence a Quality Assurance Plan (QAP). The QAP shall outline technical and administrative expertise required to ensure the EWP project measures are installed in accordance with the plans and specifications, identify individuals with the expertise, describe items to be inspected, list equipment required for inspection, outline the frequency and timing of inspection (continuous or periodic), outline inspection procedures, and record keeping requirements. A copy of the final QAP shall be provided to NRCS prior to commencement of construction.

6. Provide construction inspection in accordance with the QAP.

7. Arrange for and conduct final inspection of completed project with NRCS to determine whether all work has been performed in accordance with contractual requirements. Provide a PE certification that the Project was installed in accordance with approved plans and specifications.

Resources Required

As stated in this agreement.

Milestones

Milestones shall include, but not limited to, the following items:

1. Obtaining permits: estimated month 1
2. Completing quality assurance plan: estimated month 1
3. Solicit bids: estimated month 1
4. Award contract: estimated month 2
5. Date of estimated completion of construction:
6. Complete close-out activities

GENERAL TERMS AND CONDITIONS

Please reference the below link(s) for the General Terms and Conditions pertaining to this award:
<https://www.fpacbc.usda.gov/about/grants-and-agreements/award-terms-and-conditions/index.html>

RESOLUTION NO. 2022-03
AUTHORIZING A PROFESSIONAL ENGINEERING SERVICES CONTRACT FOR THE
POLE BRANCH WATERSHED REMEDIATION

WHEREAS, Resolution 2022-001 authorized the City Administrator the execute an Agreement with the Natural Resources Conservation Service for a grant to remediate erosion in a portion of the Pole Branch Watershed; and

WHEREAS, the grant scope includes a Technical Assistance element for project design to prepare construction drawings and specifications, an operation and maintenance plan, a quality assurance/inspection plan, and an engineer's estimate of the project construction cost; and

WHEREAS, the grant budget includes up to \$204,750.00, 100% reimbursable, for Technical Assistance; and

WHEREAS, per Resolution No. 2016-35, the City entered into an on-call professional engineering services contract for storm drainage capital projects with Cranston Engineering, P.C. (Cranston); and

WHEREAS, Cranston has submitted a Scope of Services and Fee Proposal in the amount of \$73,500.00 to perform field survey and conceptual design; and

WHEREAS, the Director of Engineering & Public Works recommends that issuance of a Work Authorization to Cranston to be in the best interest of the City.

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, Cranston shall be authorized to perform Professional Engineering Services for the Pole Branch Watershed Remediation for the amount of \$73,500.00.

BE IT FURTHER RESOLVED that funding for this Work Authorization shall be from the Stormwater Utility Fund.

BE IT FURTHER RESOLVED THAT THE City Administrator is authorized to execute any documents required for the entering into of this contract.

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

Briton S. Williams, Mayor

ATTEST:

Sharon Lamar, City Clerk

ORDINANCE NO. 2022-01
TO CHANGE THE CORPORATE LIMITS
OF THE CITY OF NORTH AUGUSTA BY ACCEPTING THE PETITION REQUESTING
ANNEXATION BY THE LANDOWNER AND ANNEXING
± 0.26 ACRES OF LAND LOCATED AT 331 BELAIR ROAD
AND OWNED BY NEX VENTURES REALTY, INC.

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

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 Council hereby accepts the Petition for Annexation as submitted by the Property Owner.
- II. The following described properties shall be annexed into the City of North Augusta:

A portion of the parcel containing ±0.26 acres located at 331 Belair Road, Tax Parcel Number 012-09-02-045, being shown and designated as Lot 19 Bock 11 of Belvedere Ridge on a plat recorded in Plat Book 1, page 154, records of the RMC for Aiken County, South Carolina. This being the parcel identified as "Parcel No. 1" in the deed from Midfirst Bank to Nex Ventures Realty, Inc. recorded in deed book 4818 page 956 at the RMC for Aiken County, South Carolina.

Tax Map & Parcel No.: 012-09-02-045

- III. The zoning classification shall be R-10, as shown on a map identified as "Exhibit B" titled "Zoning of Property Sought to be Annexed to the City of North Augusta,"
- IV. All ordinances or parts of Ordinances in conflict herewith are, to the extent of such conflict, hereby repealed.

V. 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

PLEASE RETURN TO:
Donald H. White, P.C.
Attorney at Law
924 Stevens Creek Rd; Ste. 101
Augusta, Georgia 30907
This deed was prepared by:
Rogers, Townsend & Thomas, PC
1221 Main Street, Suite 1400
Columbia, SC 29201

AIKEN COUNTY ASSESSOR
Tax Map:
012-09-02-044
012-09-02-045 AIKEN COUNTY AUDITOR
Date: 12/23/2019 Charles T. Barton
Endorsed 03/03/2020

2019031760
DEED
RECORDING FEES \$15.00
STATE TAX \$183.30
COUNTY TAX \$77.55
PRESENTED & RECORDED:
12-19-2019 01:07 PM
JUDITH WARNER
REGISTER OF DEEDS COMMISSIONER
AIKEN COUNTY SC
BY: VIRGINIA DUNN DEPUTY
BK: RB 4818
PG: 953 - 956

STATE OF SOUTH CAROLINA)
)
COUNTY OF AIKEN) SPECIAL WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that MIDFIRST BANK (hereinafter called "Grantor"), for and in consideration of the sum of Seventy Thousand Five Hundred and 00/100 Dollars (\$70,500.00) to the Grantor in hand paid at and before the sealing of these presents by NEX VENTURES REALTY, INC. (hereinafter called "Grantee") in the State aforesaid, (the receipt of which is hereby acknowledged), subject to all easements and restrictions of record and otherwise affecting the property, has granted, bargained, sold and released, and by the Presents does grant, bargain, sell and release, unto the Grantee, his heirs, successors and assigns, the following described property:

SEE EXHIBIT "A" ATTACHED HERETO

This being the same property conveyed to the Grantor herein by deed of M. Anderson Griffith as Master in Equity for the County of Aiken, State of South Carolina, dated September 20, 2019, and recorded October 1, 2019, in Deed Book RB 4803 at Page 1881 in the Office of the Aiken County Register of Deeds.

Grantee's address: P.O. Box 7238, North Augusta, SC 29861

TMS# 012-09-02-044
012-09-02-045

This conveyance is made subject to easements and restrictions of record and otherwise affecting the property.

TOGETHER with all and singular the Rights, Members, Hereditaments and Appurtenances to the Premises belonging, or in anywise incident or appertaining.

TO HAVE AND TO HOLD, all and singular the premises before mentioned unto the Grantee, his Heirs, Successors and Assigns forever.

File No: 021727 - 00507

EXHIBIT "A"

PARCEL NO.1:

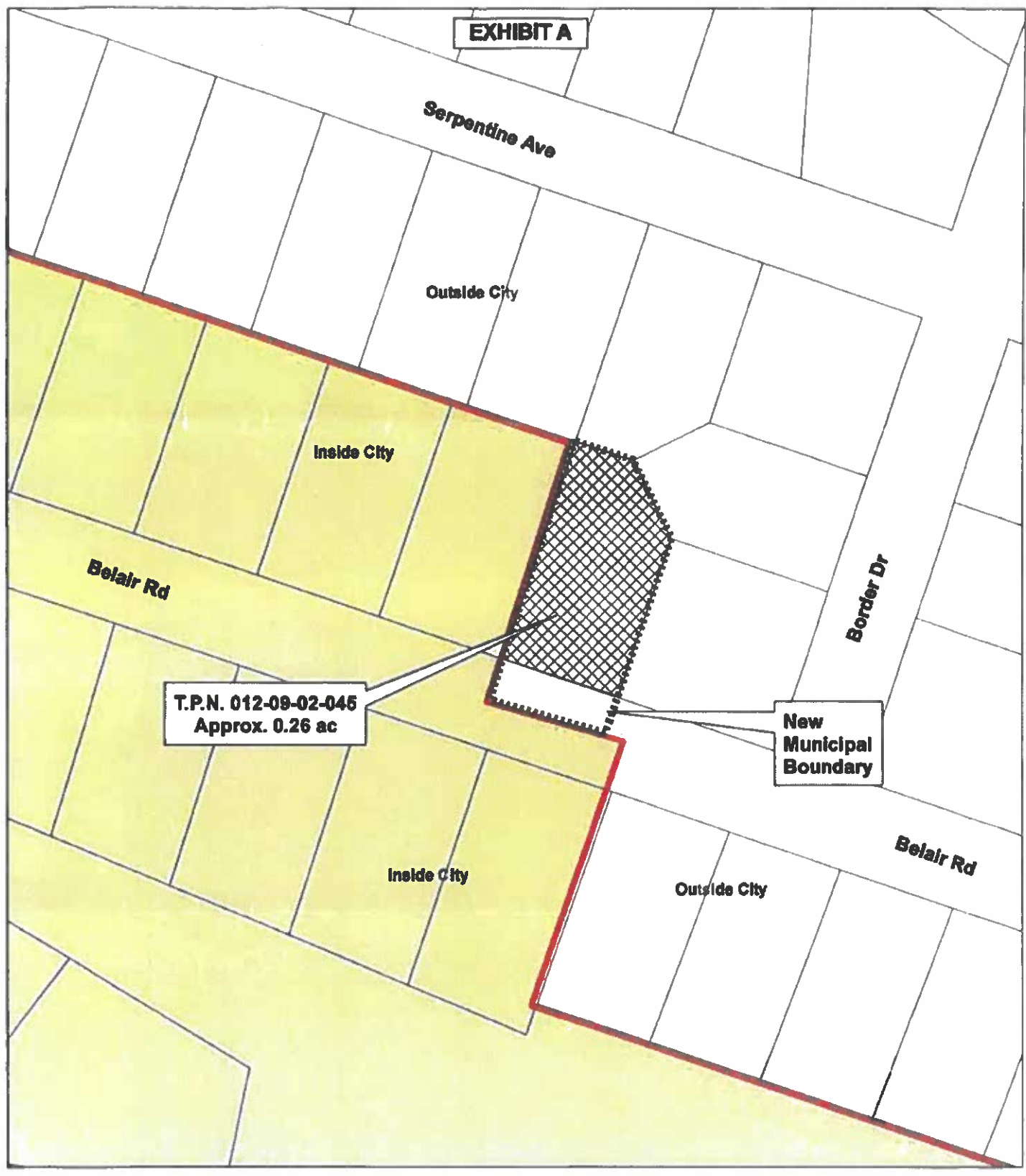
ALL THAT LOT OR PARCEL OF LAND WITH IMPROVEMENTS THEREON, SITUATE, LYING AND BEING IN THE STATE OF SOUTH CAROLINA, IN THE COUNTY OF AIKEN, BEING SHOWN AND DESIGNATED AS LOT 19, BLOCK 11, OF BELVEDERE RIDGE, ON A PLAT RECORDED IN THE OFFICE OF THE CLERK OF THE SUPERIOR COURT OF AIKEN COUNTY, SOUTH CAROLINA, IN PLAT BOOK 1, PAGE 154; REFERENCE BEING MADE TO SAID PLAT FOR A MORE COMPLETE AND ACCURATE DESCRIPTION AS TO THE METES, BOUNDS AND LOCATION OF SAID PROPERTY.

PARCEL NO.2:

ALL THAT LOT OR PARCEL OF LAND WITH IMPROVEMENTS THEREON, SITUATE, LYING AND BEING IN THE STATE OF SOUTH CAROLINA, IN THE COUNTY OF AIKEN, BEING SHOWN AND DESIGNATED AS LOT 21, BLOCK 11, OF BELVEDERE RIDGE, ON A PLAT MADE FOR HACK A. CALDWELL BY D.L. PRINTUP, JR., DATED MAY 23, 1967, AND RECORDED IN THE OFFICE OF THE CLERK OF THE SUPERIOR COURT OF AIKEN COUNTY, SOUTH CAROLINA, IN MISC. BOOK 129, PAGE 90; REFERENCE BEING MADE TO SAID PLAT FOR A MORE COMPLETE AND ACCURATE DESCRIPTION AS TO THE METES, BOUNDS AND LOCATION OF SAID PROPERTY.

NOT OFFICIAL

EXHIBIT A



**T.P.N. 012-09-02-045
Approx. 0.26 ac**

**New
Municipal
Boundary**



**ANX 21-004
MAP OF PROPERTY
SOUGHT TO BE ANNEXED TO
THE CITY OF NORTH AUGUSTA**



