



DISCUSSION ITEMS FOR APRIL 4, 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: April 1, 2022

SUBJECT: Regular City Council Meeting of April 4, 2022

REGULAR COUNCIL MEETING

ITEM 5. PERSONNEL: Tim Thornton, Retirement – Recognition of Service to the City of North Augusta

Mayor Williams will recognize Lt. Tim Thornton's retirement from Public Safety and his service to the City.

Council Recognition Letter for Lieutenant Tim Thornton

Over the course of his thirty-six (36) year career Lieutenant Thornton would navigate a very broad-based career.

Tim began with North Augusta Public Safety as a volunteer in 1983 and in 1985 he was hired as a Public Safety Officer. After a few years in the patrol division, he moved onto the traffic unit investigating accidents and enforcing the traffic laws. Eventually Tim became an Investigator with the department's criminal investigations division where he investigated all types of felonies. In 1996 Tim was the lead detective on the Department of Social Services triple homicide case. The perpetrator was arrested and eventually convicted in the high-profile case. Tim was later promoted to Detective Sergeant, supervising other investigators and continuing to work cases. In 2012 he was promoted to the rank of lieutenant of The Office of Professional Standards. There he acted as the department's Public Information Officer, Internal Affairs and Accreditation Manager. In his role as accreditation manager, Tim spearheaded the department's first SC state accreditation and then in 2017 helped the department obtain CALEA or National Accreditation for the first time. Lieutenant Thornton utilized his role as PIO in an attempt to shine a bright light on Public Safety, informing the citizens of North Augusta that the department was always striving to keep them safe.

Lieutenant Thornton started and maintained the department's "Cop Card" program, trying to get children to identify and feel comfortable with the public safety officers. Tim headed up the department's awards program for officers, making sure that the men and women of Public

Safety were shown appreciation for their meritorious actions. He also took lead in the department's "Christmas Classic" charity golf tournament that raised money for Christmas gifts for the neediest children in the community. He was always very involved in the community, especially his church.

Lt. Tim Thornton was a good ambassador for Public Safety and therefore the City of North Augusta and he will be missed.

ITEM 6. PLANNING AND DEVELOPMENT: Resolution No. 2022-16 – Accepting a Deed of Dedication for the Streets, Sanitary Sewer, Stormwater Collection, and Fire Suppression Systems, and Associated Easements and Rights of Way, Along with a Maintenance Guarantee and Letter of Credit for Sweetwater Townhomes

A resolution has been prepared for Council's consideration to accept a Deed of Dedication for the streets, sanitary sewer, stormwater collection, and fire suppression systems, and associated easements and rights of way, along with a Maintenance Guarantee and Letter of Credit for Sweetwater Townhomes.

Please see ATTACHMENT #6 for a copy of the proposed resolution and supporting documents.

ITEM 7. PUBLIC SAFETY: Resolution No. 2022-17 – Resolution Authorizing Funding for Equipment Additions for Public Safety Vehicles

A resolution has been provided for Council's consideration authorizing funding for equipment additions for public safety vehicles.

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

ITEM 8. PUBLIC SERVICES: Resolution No. 2022-18 – Authorizing the City of North Augusta to Enter into a Professional Engineering Services Contract with AECOM to Perform Design Services for Various Water and Wastewater Utility Capital Improvement Projects

A resolution has been prepared for Council's consideration authorizing the City to enter into a professional engineering services contract with AECOM to perform design services for various water and wastewater utility capital improvement projects.

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

RESOLUTION NO. 2022-16
ACCEPTING A DEED OF DEDICATION FOR THE STREETS,
SANITARY SEWER, STORMWATER COLLECTION AND FIRE SUPPRESSION
SYSTEMS, AND ASSOCIATED EASEMENTS AND RIGHTS OF WAY, ALONG WITH
A MAINTENANCE GUARANTEE AND LETTER OF CREDIT,
FOR SWEETWATER TOWNHOMES

WHEREAS, Sweetwater Townhome, LLC developed Sweetwater Townhomes according to the requirements of the North Augusta Planning Commission and the City, and owns the streets, utilities and easements; and

WHEREAS, pursuant to §5.8.4.3 of the North Augusta Development Code, the Director of Planning and Development and the City Engineer approved the final subdivision plat for recording on March 14, 2022 and

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

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

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

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

ALL those tracts or parcels of land lying and being in Aiken County, South Carolina shown and designated as "Candleberry Garden 28' R/W", and "Broomsedge Way 28' R/W", as shown on that plat dated January 11, 2022, revised February 23, 2022, prepared for Sweetwater Townhome Development, LLC by Southern Partners, Inc., which plat is recorded in the Office of the Register's Mesne Conveyance, Aiken County, South Carolina on March 15, 2022, in Plat Book 63, Pages 865-866, (the "Plat"). Reference is made to said Plat which is incorporated herein and made a part hereof for a more complete and accurate description of the metes, bounds, courses, distances, dimensions and location of said land.

Together with, a non-exclusive easement in perpetuity for the use, repair, and maintenance of utilities on and under that property designated and described as those tracts or parcels of land lying and being in Aiken County, South Carolina, being (i) those two "20' Storm Easement" tracts, (ii) that certain "20' San. Sewer Easement" tract, and (iii) that certain "30' Sanitary Sewer Easement" tract, as each of the same are shown on said Plat. Reference is made to said Plat which is incorporated herein and made a part hereof for a more complete and accurate description of the metes, bounds, courses, distances, dimensions and location of

said land.

By acceptance of this deed, Grantee agrees to promptly maintain, repair and replace the storm water and sewer lines and apparatuses installed or within each said easement, and that upon completion of any maintenance or repair of same, Grantee shall promptly return any disturbed land to its pre-disturbed condition.

Derivation: Deed Book ____, Page ____

BE IT FURTHER RESOLVED that a Maintenance Guarantee and cash deposit in the amount of \$73,000.00 are hereby accepted.

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

Briton S. Williams, Mayor

ATTEST:

Sharon Lamar, City Clerk

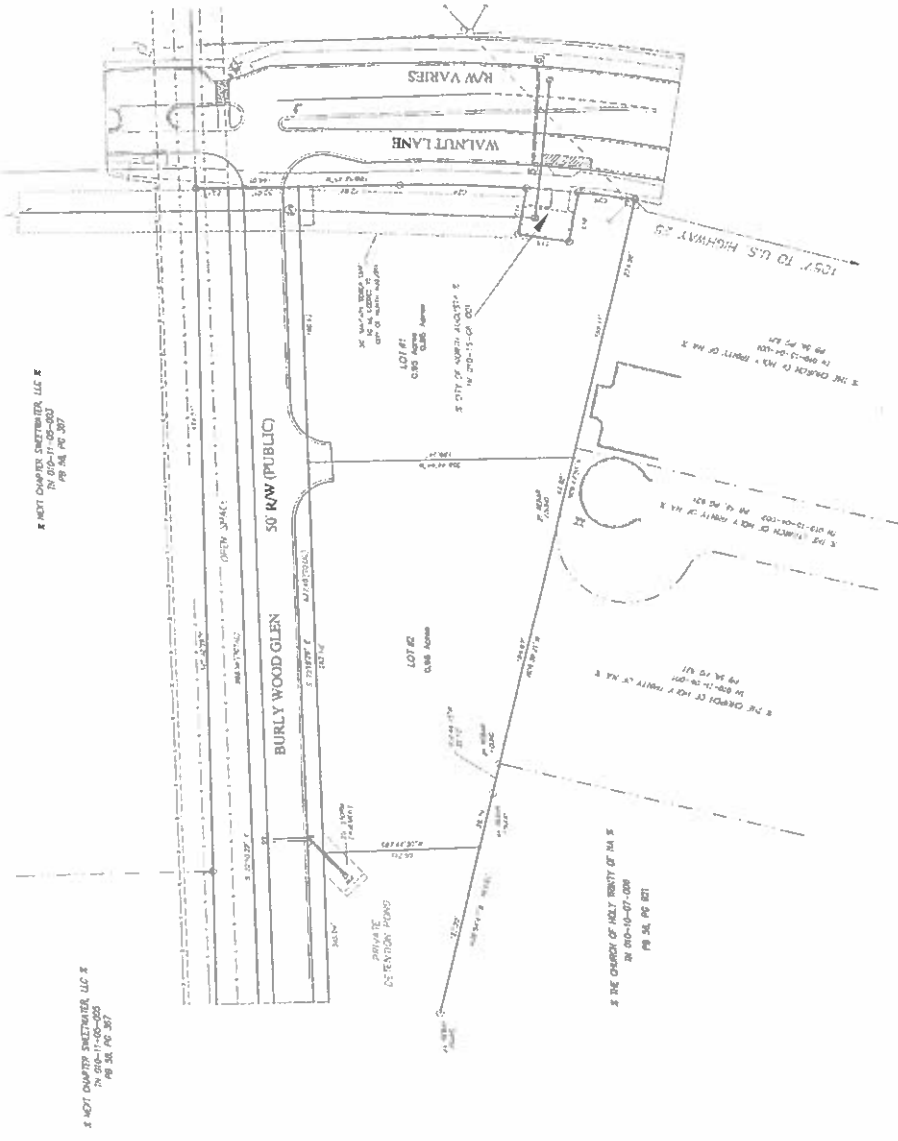
SHEET 2 OF 2
RECORD PLAT

SWEETWATER TOWNHOMES

REGISTERED PLAT NUMBER: 2022-0001
 ANKEN COUNTY, IOWA
 DATE: JANUARY 15, 2022
 BY: JAMES L. HARRIS, REGISTERED SURVEYOR
 NO. 151
 FEBRUARY 9, 2022
 REVISED: FEBRUARY 21, 2022 (REVISIONS NO. 1)
 SHEET NO. 2 OF 2

PREPARED BY:
**Sweetwater Townhome
 Development LLC**
 1224 PLEASANTDALE ROAD, SUITE 200, WEST DES MOINES, IOWA 50319

PREPARED BY:
SOUTHERN PARTNERS, INC.
 1312 NORTH WEST STREET, SUITE 200, WEST DES MOINES, IOWA 50319



* NOT DRAWN SWEETWATER, LLC &
 TO 000-11-0000
 PG. 04, PG. 05

* NOT DRAWN SWEETWATER, LLC &
 TO 000-11-0000
 PG. 04, PG. 05

AREA	AREA (SQ. FT.)	AREA (SQ. YD.)
1	10,000.00	111.11
2	10,000.00	111.11
3	10,000.00	111.11
4	10,000.00	111.11
5	10,000.00	111.11
6	10,000.00	111.11
7	10,000.00	111.11
8	10,000.00	111.11
9	10,000.00	111.11
10	10,000.00	111.11
11	10,000.00	111.11
12	10,000.00	111.11
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40	10,000.00	111.11
41	10,000.00	111.11
42	10,000.00	111.11
43	10,000.00	111.11
44	10,000.00	111.11
45	10,000.00	111.11
46	10,000.00	111.11
47	10,000.00	111.11
48	10,000.00	111.11
49	10,000.00	111.11
50	10,000.00	111.11

2022001571
 151
 JAMES L. HARRIS
 REGISTERED SURVEYOR
 NO. 151
 IOWA
 FEBRUARY 9, 2022
 BK: PL 63
 PG: 006 - 006

 **AIA** Document G706™ – 1994

Contractor's Affidavit of Payment of Debts and Claims

PROJECT: <i>(Name and address)</i> Sweetwater Townhomes 1075 Edgefield Road North Augusta, SC 29860	ARCHITECT'S PROJECT NUMBER: CONTRACT FOR: Sweetwater	OWNER <input checked="" type="checkbox"/> ARCHITECT <input type="checkbox"/> CONTRACTOR <input checked="" type="checkbox"/> SURETY <input type="checkbox"/> OTHER <input type="checkbox"/>
TO OWNER: <i>(Name and address)</i> Winchester Homes of SC 112 Pleasant Home Road Augusta, GA 30907	CONTRACT DATED: 2/4/2021	

STATE OF: Georgia
COUNTY OF: Columbia

The undersigned hereby certifies that, except as listed below, payment has been made in full and all obligations have otherwise been satisfied for all materials and equipment furnished, for all work, labor, and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the Contract referenced above for which the Owner or Owner's property might in any way be held responsible or encumbered.

EXCEPTIONS:

SUPPORTING DOCUMENTS ATTACHED HERETO:

- Consent of Surety to Final Payment. Whenever Surety is involved, Consent of Surety is required. AIA Document G707. Consent of Surety, may be used for this purpose.

Indicate Attachment Yes No

The following supporting documents should be attached hereto if required by the Owner:

- Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.
- Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof.
- Contractor's Affidavit of Release of Liens (AIA Document G706A).

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

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CONTRACTOR: *(Name and address)*

Gearig Civilworks LLC
322 Grimaude Blvd.
Grovetown, GA 3083

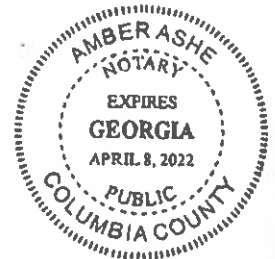
BY: 
(Signature of authorized representative)

Dave Leehy, CFO
(Printed name and title)

Subscribed and sworn to before me on this date: 12/23/21

Notary Public: 

My Commission Expires: April 9, 2022



PREPARED BY AND RETURN TO:

Hull Barrett, PC
Michael E. Fowler, Jr.
7004 Evans Town Center Blvd., 3rd Floor
Evans, GA 30809

STATE OF SOUTH CAROLINA
COUNTY OF AIKEN

**DEED OF DEDICATION
AND EASEMENT**

KNOW ALL MIEN BY THESE PRESENTS, that **1SOCAR INVESTMENTS, LLC** ("Grantor"), for and in consideration of the payment of ONE AND NO/100 DOLLARS (\$1.00), paid by **THE CITY OF NORTH AUGUSTA, SOUTH CAROLINA** ("Grantee"), with an address of 100 Georgia Avenue, North Augusta, South Carolina 29841, the receipt of which is hereby acknowledged, has granted, bargained, sold, and released and by these presents does grant, bargain, sell, and release unto Grantee the property and property rights hereinafter described, to-wit:

A non-exclusive easement in perpetuity for the use, repair, and maintenance of utilities on and under that property designated and described as those tracts or parcels of land lying and being in Aiken County, South Carolina, being that "20' Water Easement", as shown on that plat dated January 11, 2022, revised February 2, 2022, prepared for Sweetwater Townhome Development, LLC by Southern Partners, Inc., which plat is recorded in the Office of the Register's Mesne Conveyance, Aiken County, South Carolina on _____, 20____, in _____, (the "Plat"). Reference is made to said Plat which is incorporated herein and made a part hereof for a more complete and accurate description of the metes, bounds, courses, distances, dimensions and location of said land.

By acceptance of this deed, Grantee agrees to promptly maintain, repair and replace the water lines and apparatuses installed or within said easement, and that upon completion of any maintenance or repair of same, Grantee shall promptly return any disturbed land to its pre-disturbed condition.

Derivation: Deed Book ____, Page ____

The easements granted herein include the right of ingress and egress to said easements over the surrounding property of the Grantor for any and all purposes connected with the necessary and proper installation, construction, maintenance, repair, replacement and inspection of such utilities. The easements granted herein also include the right, where applicable, of ingress and egress from and to said easements over the surrounding property of the Grantor for tapping into any said utilities.

Grantor, its successors, assigns and legal representatives shall have the right to use the parcels of land which are subject to the easements herein granted in any manner not inconsistent or interfering with these easement rights conveyed to the Grantee, excluding, however, the right to erect, construct or maintain within the permanent easement area any, buildings, structures, other permanent improvements or trees or large shrubs, without obtaining the prior written consent of the Grantee. Grantor specifically agrees that if it improves the easement area, it will indemnify and hold Grantee harmless from any damages which may result to said improvements should Grantee be required to work in, or otherwise utilize, the easement area.

Any damages or additional costs resulting to Grantee as a result of alternative uses of such land shall be the responsibility of and paid for by the Grantor. On each of these easements, Grantee shall have the right to trim or remove trees, shrubs, bushes and other vegetation or ground cover as necessary to install, maintain, repair and operate the utility facilities located therein.

In accepting the easements granted hereby, Grantee shall not be obligated to maintain swales, natural streambeds or creeks through which storm water drains, the maintenance of which shall be the responsibility of the owner of fee simple title to the land covered by such easement.

The easements conveyed hereby include title to all pipes and structures and associated appurtenances located in or on the land conveyed or the land subject to the easements granted which are used in providing transportation or water, sanitary sewer, broadband or storm water drainage systems.

TO HAVE AND TO HOLD said property and easements unto Grantee, its successors and assigns in accordance with the terms herein. Grantor hereby warrants and represents that it is the owner of the above-described property and has the authority to convey to the Grantee the property and easements set forth herein. Grantor shall warrant and forever defend all and singular the Property onto Grantee against the claims of all person whomsoever.

[signatures to follow]

IN WITNESS WHEREOF, Grantor has hereunto set his/her hand and seal on the day and year first above written.

SIGNED, SEALED, and DELIVERED
IN THE PRESENCE OF

I SoCar Investments, LLC

Witness

By: _____
Name:
As its:

(SEAL)

Witness

State of Georgia

)

)

Acknowledgement

County of Columbia

)

I, _____, a notary public for the State and County aforesaid, do hereby certify that _____, on behalf of Grantor, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this the ____ day of _____, 2022.

Notary Public
My commission expires: _____

(Notarial Seal)

PREPARED BY AND RETURN TO:

Hull Barrett, PC
Michael E. Fowler, Jr.
7004 Evans Town Center Blvd., 3rd Floor
Evans, GA 30809

STATE OF SOUTH CAROLINA
COUNTY OF AIKEN

**DEED OF DEDICATION
AND EASEMENT**

KNOW ALL MEN BY THESE PRESENTS, that **SWEETWATER TOWNHOME DEVELOPMENT, LLC** ("Grantor"), for and in consideration of the payment of ONE AND NO/100 DOLLARS (\$1.00), paid by **THE CITY OF NORTH AUGUSTA, SOUTH CAROLINA** ("Grantee"), with an address of 100 Georgia Avenue, North Augusta, South Carolina 29841, the receipt of which is hereby acknowledged, has granted, bargained, sold, and released and by these presents does grant, bargain, sell, and release unto Grantee the property and property rights hereinafter described, to-wit:

Unencumbered fee simple title to ALL those tracts or parcels of land lying and being in Aiken County, South Carolina shown and designated as "Candleberry Gardens 28' R/W", and "Broomsedge Way 28' R/W", as shown on that plat dated January 11, 2022, revised February 2, 2022, prepared for Sweetwater Townhome Development, LLC by Southern Partners, Inc., which plat is recorded in the Office of the Register's Mesne Conveyance, Aiken County, South Carolina on _____, 20__, in _____, (the "Plat"). Reference is made to said Plat which is incorporated herein and made a part hereof for a more complete and accurate description of the metes, bounds, courses, distances, dimensions and location of said land.

Together with, a non-exclusive easement in perpetuity for the use, repair, and maintenance of utilities on and under that property designated and described as those tracts or parcels of land lying and being in Aiken County, South Carolina, being (i) those two "20' Storm Easement" tracts, (ii) that certain "20' San. Sewer Easement" tract, and (iii) that certain "30' Sanitary Sewer Easement" tract, as each of the same are shown on said Plat. Reference is made to said Plat which is incorporated herein and made a part hereof for a more complete and accurate description of the metes, bounds, courses, distances, dimensions and

location of said land.

By acceptance of this deed, Grantee agrees to promptly maintain, repair and replace the storm water and sewer lines and apparatuses installed or within each said easement, and that upon completion of any maintenance or repair of same, Grantee shall promptly return any disturbed land to its pre-disturbed condition.

Derivation: Deed Book ____, Page ____

The easements granted herein include the right of ingress and egress to said easements over the surrounding property of the Grantor for any and all purposes connected with the necessary and proper installation, construction, maintenance, repair, replacement and inspection of such utilities. The easements granted herein also include the right, where applicable, of ingress and egress from and to said easements over the surrounding property of the Grantor for tapping into any said utilities.

Grantor, its successors, assigns and legal representatives shall have the right to use the parcels of land which are subject to the easements herein granted in any manner not inconsistent or interfering with these easement rights conveyed to the Grantee, excluding, however, the right to erect, construct or maintain within the permanent easement area any, buildings, structures, other permanent improvements or trees or large shrubs, without obtaining the prior written consent of the Grantee. Grantor specifically agrees that if it improves the easement area, it will indemnify and hold Grantee harmless from any damages which may result to said improvements should Grantee be required to work in, or otherwise utilize, the easement area.

Any damages or additional costs resulting to Grantee as a result of alternative uses of such land shall be the responsibility of and paid for by the Grantor. On each of these easements, Grantee shall have the right to trim or remove trees, shrubs, bushes and other vegetation or ground cover as necessary to install, maintain, repair and operate the utility facilities located therein.

In accepting the easements granted hereby, Grantee shall not be obligated to maintain swales, natural streambeds or creeks through which storm water drains, the maintenance of which shall be the responsibility of the owner of fee simple title to the land covered by such easement.

The easements conveyed hereby include title to all pipes and structures and associated appurtenances located in or on the land conveyed or the land subject to the easements granted which are used in providing transportation or water, sanitary sewer, broadband or storm water drainage systems.

TO HAVE AND TO HOLD said property and easements unto Grantee, its successors and assigns in accordance with the terms herein. Grantor hereby warrants and represents that it is the owner of the above-described property and has the authority to convey to the Grantee the property and easements set forth herein. Grantor shall warrant and forever defend all and singular the Property onto Grantee against the claims of all person whomsoever.

[signatures to follow]

IN WITNESS WHEREOF, Grantor has hereunto set his/her hand and seal on the day and year first above written.

SIGNED, SEALED, and DELIVERED
IN THE PRESENCE OF

Sweetwater Townhome Development, LLC

Witness

By: _____

Name:

As its:

(SEAL)

Witness

State of Georgia

)

)

Acknowledgement

County of Columbia

)

I, _____, a notary public for the State and County aforesaid, do hereby certify that _____, on behalf of Grantor, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this the ____ day of _____, 2022.

Notary Public
My commission expires: _____

(Notarial Seal)

Department of Planning And Development



Memorandum # 22-008

City of North Augusta

To: James S. Clifford, City Administrator
From: Tommy Paradise, Interim Director *TP*
Subject: Sweetwater Townhomes Performance and Maintenance Guarantee
Date: March 14, 2022

Winchester Commercial Group Inc./Sweetwater Townhome Development, LLC has received approval for Application PP20-005, a major subdivision preliminary plat to construct 78 homes known as the Sweetwater Townhomes development. The developer has provided a Performance Guarantee and Letter of Credit for the sidewalks, detention ponds, street trees, and landscaping in order to approve the Final Plat for the sale of lots. A letter of credit in the amount of \$208,775.00 has been provided by the developer to guarantee the remaining work covered under the Performance Guarantee.

A Maintenance Guarantee and Letter of Credit in the amount of \$73,000.00 for the streets, fire suppression elements of the water distribution system, sanitary sewerage collection system, stormwater collection system, and easements and rights of way for streets required as part of the approved major subdivision plan has been provided by the developer. The Maintenance Guarantee insures the improvements for a period of twenty-four (24) months from the City's approval of the Final Plat, and in the event of a failure, the city will have the right to draw upon the deposit to complete the work.

Please execute the original Performance and Maintenance Guarantees and have the City Clerk return a copy of the fully executed agreements to the Department of Planning and Development. Final copies will be sent to the developer and our office will retain one copy for our files. The City Clerk should file the original guarantees with the Letters of Credit until such time as the City Engineer requests the original to return to the developer.

If you have any questions, please do not hesitate to call.

STATE OF SOUTH CAROLINA)
) **MAINTENANCE GUARANTEE**
COUNTY OF AIKEN)

NAME OF SUBDIVISION: **Sweetwater Townhomes**
DEVELOPER/OWNER: **Sweetwater Townhome Development, LLC**
DATE OF FINAL SUBDIVISION PLAT APPROVAL: _____, 2022
MAINTENANCE GUARANTEE AMOUNT: \$73,000.00

WHEREAS, Sweetwater Townhome Development, LLC has submitted a final plat for Sweetwater Townhomes, prepared by Southern Partners, Inc., dated January 11, 2022 and revised February 23, 2022, for 78 townhouse lots situated in the City of North Augusta, County and State aforesaid; and

WHEREAS, the North Augusta Planning Commission, meeting on October 15, 2020, did grant major subdivision plan (preliminary plat) approval for Sweetwater Townhomes, and the Director of Planning and Development and the City Engineer signed the major subdivision plan on January 1, 2022, revised April 22, 2022; and

WHEREAS, the City Engineer has inspected the infrastructure improvements for Sweetwater Townhomes and has duly certified that said improvements are, to the best of his knowledge based upon such inspection, built to the City of North Augusta design standards; and

WHEREAS, pursuant to §5.8.4 of the North Augusta Development Code, the Director of Planning and Development and the City Engineer approved the final subdivision plat for recording on _____, 2022; and

WHEREAS, the Director of Planning and Development and the City Engineer recommend that the City accept from the developer a Maintenance Guarantee to insure that proper workmanship and materials were in fact used in regard to infrastructure improvements and to insure that, in the event of failure in regard to said improvements for any reason except force majeure, the City would have adequate funds necessary to return such improvements to an acceptable condition.

NOW, THEREFORE, as security for the maintenance by the developer of the infrastructure improvements as shown on the final subdivision plat for Sweetwater Townhomes, as well as for any other improvements provided and

proposed to be granted to the City by deed of dedication in accordance with §5.8.5 of the North Augusta Development Code, the developer does hereby guarantee the maintenance of the infrastructure improvements under and pursuant to the following terms.

INFRASTRUCTURE IMPROVEMENTS SUBJECT TO THIS GUARANTEE

This Maintenance Guarantee shall extend to all infrastructure improvements proposed to be deeded to, dedicated to, transferred or otherwise assigned to the City of North Augusta by the developer. Such improvements shall include, where applicable, the following but not be limited to such specified improvements:

- A. Streets and associated improvements;
- B. Water distribution system;
- C. Fire suppression elements of the water distribution system;
- D. Sanitary sewerage collection system;
- E. Stormwater collection system; and
- F. Easements and rights of way for streets, sidewalks, water supply, and sanitary sewage and stormwater collection systems.

REPRESENTATIONS BY THE DEVELOPER

The Developer represents to the City of North Augusta that:

- A. For a period of twenty-four (24) months from the approval of the final plat, the improvements will not fail, for any reason, with the exception of force majeure;
- B. The Developer has submitted the Deed of Dedication and a monetary guarantee, in the form of an Irrevocable Letter of Credit in the amount of \$73,000.00, in support of this Maintenance Guarantee in accordance with §5.8.4 and 5.8.5 of the North Augusta Development Code within the specified time period;
- C. The City Engineer for the City of North Augusta shall have full and absolute discretion and authority in determining whether or not a failure has occurred in regard to the infrastructure subject to this Maintenance Guarantee.

REMEDIES IN THE EVENT OF DEFAULT

In the event that the City Engineer for the City of North Augusta, in his sole discretion, determines that a failure has occurred, he shall provide written notice of such failure to the developer with a request for the immediate correction of said failure. In the event of failure by the developer to make such repairs as necessary within sixty (60) days of such written notice or within ten (10) days, in the event of such notice

being received during the last sixty (60) days covered by this Maintenance Guarantee and letter of credit, the following conditions shall prevail:

- A. This Maintenance Guarantee shall be considered violated and in default with the City having full right and authority to make claims on the guarantee amount provided for herein.
- B. The City may make claim against the full amount of the monetary guarantee, until such time as the City is able to make the necessary repairs to the infrastructure.
- C. Following the completion of the repairs to the infrastructure to the satisfaction of the City Engineer, any funds remaining from the monetary guarantee shall be refunded to the developer.
- D. The City is entitled to compensation, at a reasonable rate, for any in-house services provided by the City for the purpose of correcting failures or deficiencies to the infrastructure.
- E. The City shall have full and absolute authority in regard to a determination as to party or parties contracted with for the purpose of making repairs as required.

(Signature pages follow)

IN WITNESS WHEREOF, Sweetwater Townhomes has caused these presents to be executed in its name by its duly authorized Managing Member this 11th day of March, 2022.

Amad

WITNESS

Ny Spurl

WITNESS

BY:

JPM

Managing Member (please print)

ITS: Sweetwater Townhome Development LLC

ACCEPTED THIS 15th DAY OF March, 2022.

City of North Augusta

Sharon Lamar
WITNESS

L. Kayla
WITNESS

BY: [Signature]
James S. Clifford
ITS: City Administrator



IRREVOCABLE LETTER OF CREDIT

Beneficiary:

Date: March 10, 2022

City of North Augusta
Department of Planning and Economic Development
100 Georgia Avenue
North Augusta, SC 29841

Letter of Credit #: 1543

Expiration Date: March 10, 2024

To Whom It May Concern:

We hereby establish our Irrevocable Letter of Credit ("Letter of Credit") in favor of THE CITY OF NORTH AUGUSTA DEPARTMENT OF PLANNING AND ECONOMIC DEVELOPMENT available by your drafts drawn on SOUTHSTATE BANK, NATIONAL ASSOCIATION at Sight for any sums not exceeding in the aggregate SEVENTY THREE THOUSAND AND NO/100 (\$73,000.00) U.S. Dollars for SWEETWATER TOWNHOME DEVELOPMENT LLC (Hereinafter "Applicant")

Your draft(s) must be accompanied by the following documents:

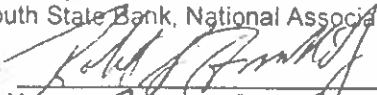
1. A written certificate executed by the appropriate and authorized City of North Augusta Staff stating that Sweetwater Townhome Development LLC has failed to make the required improvements, and that the amount of said draft represents the actual amount of funds due you as a result of Sweetwater Townhome Development LLC's failure to perform as contracted; and
2. Each draft must bear on its face the clause, "Drawn under Letter of Credit No. 1543 dated March 10, 2022

This Letter of Credit supports the infrastructure improvements under a Performance Guarantee for Sweetwater Townhomes.

This credit is valid until March 10, 2024. Drafts drawn hereunder, if accompanied by documents as specified above, will be honored if presented to SouthState Bank, National Association.

This Letter of Credit is governed by the Uniform Customs and Practice for Documentary Credits, 2007 Revision, International Chamber of Commerce Publication No. 600 (UCP), or any later version or amendment. This Letter of Credit is also governed by the laws of Georgia, except as those laws conflict with the UCP.

Sincerely,
South State Bank, National Association

By 
Name: ROBERT S. BISSSELL, JR.
Title: SR VICE PRESIDENT

Department of Planning And Development



Memorandum # 22-008

City of North Augusta

To: James S. Clifford, City Administrator
From: Tommy Paradise, Interim Director *TP*
Subject: Sweetwater Townhomes Performance and Maintenance Guarantee
Date: March 14, 2022

Winchester Commercial Group Inc./Sweetwater Townhome Development, LLC has received approval for Application PP20-005, a major subdivision preliminary plat to construct 78 homes known as the Sweetwater Townhomes development. The developer has provided a Performance Guarantee and Letter of Credit for the sidewalks, detention ponds, street trees, and landscaping in order to approve the Final Plat for the sale of lots. A letter of credit in the amount of \$208,775.00 has been provided by the developer to guarantee the remaining work covered under the Performance Guarantee.

A Maintenance Guarantee and Letter of Credit in the amount of \$73,000.00 for the streets, fire suppression elements of the water distribution system, sanitary sewerage collection system, stormwater collection system, and easements and rights of way for streets required as part of the approved major subdivision plan has been provided by the developer. The Maintenance Guarantee insures the improvements for a period of twenty-four (24) months from the City's approval of the Final Plat, and in the event of a failure, the city will have the right to draw upon the deposit to complete the work.

Please execute the original Performance and Maintenance Guarantees and have the City Clerk return a copy of the fully executed agreements to the Department of Planning and Development. Final copies will be sent to the developer and our office will retain one copy for our files. The City Clerk should file the original guarantees with the Letters of Credit until such time as the City Engineer requests the original to return to the developer.

If you have any questions, please do not hesitate to call.

STATE OF SOUTH CAROLINA)
)
COUNTY OF AIKEN) **PERFORMANCE GUARANTEE**
) **(Sidewalks, Detention Ponds,**
) **Street Trees, and Landscaping)**

THIS AGREEMENT IS MADE AND ENTERED INTO this 11th day of March 2022 by and between Winchester Commercial Group Inc. hereinafter known as "Applicant", and the City of North Augusta, hereinafter known as "City". The designations Applicant and City as used herein shall include said parties, their heirs, successors and assigns.

WITNESSETH:

WHEREAS, the Applicant has received approval for Application PP20-005, a major subdivision plan to construct seventy-eight (78) townhomes known as Sweetwater Townhomes, Tax Parcel Number 010-11-05-001; and

WHEREAS, City approval of the major subdivision plan required site improvements of sidewalks, detention ponds, street trees and landscaping in accordance with City development standards and the City Engineer estimates the cost to construct these improvements to be \$167,020.00; and

WHEREAS, the Applicant wishes to sell lots and construct homes prior to completion of the remaining site improvements and the City requires assurance that site improvements will be completed in a timely manner and in accordance with the approved major subdivision plan; and

WHEREAS, pursuant to §5.8.6 of the North Augusta Development Code, the City requires that the Applicant execute a Performance Guarantee supported by a letter of credit or other form of monetary guarantee in the amount of two hundred eight thousand, seven hundred seventy-five dollars (\$208,775.00), representing one hundred twenty-five percent (125%) of the estimated construction cost, to guarantee completion of the remaining site improvements.

IT IS HEREBY AGREED AS FOLLOWS:

1. The Applicant has provided a monetary guarantee, in the form of a Letter of Credit, in the amount of \$208,775.00 which is valid for a period of twenty-five (25) months from the date of acceptance; and
2. The Applicant will complete the remaining site improvements not later than twenty-four (24) months following the effective date of this Performance Guarantee in accordance with City development standards and the approved specifications in the Applicant's major subdivision plan dated January 13,

2020, last revised on November 19, 2020 and approved on January 22, 2022;
and

3. The City Engineer shall regularly inspect the site improvement installation and exercise reasonable discretion to determine if the site improvement installation has been timely completed in conformity with City standards and approved major subdivision plan specifications; and
4. The City Engineer, upon receipt of the Applicant's request to reduce the monetary guarantee amount held by the City based on satisfactory partial completion of required improvements during the twenty-four month improvement installation period, shall have the discretion to approve and implement said request; and
5. If the City Engineer approves the final inspection of the finished site improvements either on a date earlier than the expiration of the Performance Guarantee or at the time of the expiration of the Performance Guarantee, the City shall acknowledge in writing that the Applicant has fully performed under the terms of the Performance Guarantee and release the monetary guarantee, provided that the Applicant has executed and the City has accepted a twenty-four (24) month Maintenance Guarantee supported by a letter of credit or other form of monetary guarantee in an amount equal to fifteen percent (15%) of the cost of the improvements subject to this Performance Guarantee; and
6. If the Applicant fails to provide the Maintenance Guarantee as required, the City is authorized to exercise its right to draw upon the held monetary guarantee in an amount equal to fifteen percent (15%) of the total in order to guarantee the maintenance of the site improvements for a period of twenty-four (24) months; and
7. If for any reason within the time limit established in Section 2 above, the Applicant, upon written notice given thirty (30) days in advance by the City Engineer, has not completed the installation of the remaining site improvements, the following conditions shall prevail:
 - a. The City Engineer shall have full and absolute discretion and authority in determining whether or not a failure or default has occurred under the terms of this Performance Guarantee;
 - b. In the event the Applicant fails to timely complete installation of the remaining site improvements in accordance with the approved major subdivision plan, after receiving the notice provided for above, the City shall have the right to make claims on the funds provided by the Applicant to support the Performance Guarantee;

- c. In the event of a failure or default, the City reserves the exclusive right to determine who may be retained to complete installation of the remaining site improvements; and
- d. Any excess funds over and above those needed to complete installation of the remaining site improvements shall be refunded to the Applicant. The determination of such excess is to be under the sole discretion of the City.

IN WITNESS WHEREOF, the undersigned have executed this instrument the day and year above first written.

Winchester Commercial Group Inc.

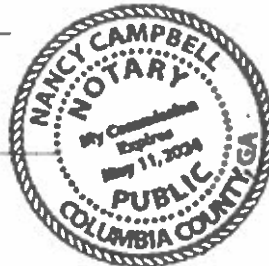
By: [Signature]
Name: Winchester Commercial Group Inc.
As its: President

State of Georgia
County of Columbia

On this 11th day of March, 2022, before me personally appeared Thomas J. Washburn who provided satisfactory evidence of his identification to be the person whose name is subscribed to this instrument, and he acknowledged that he executed the foregoing instrument.

[Signature]
Notary Public

County, _____
My commission expires: May 11, 2024



Accepted this 15th day of March, 2022.

THE CITY OF NORTH AUGUSTA

By:

[Signature]
James S. Clifford
As its: City Administrator

State of South Carolina
County of Aiken

On this 15th day of March, 2022, before me personally appeared James S. Clifford, North Augusta City Administrator, who provided satisfactory evidence of his identification to be the person whose name is subscribed to this instrument, and he acknowledged that he executed the foregoing instrument.

[Signature]
Notary Public
Aiken County, South Carolina
My commission expires: March 7, 2028

Sharon Lamar
Notary Public, State of South Carolina
My Commission Expires March 7, 2028



IRREVOCABLE LETTER OF CREDIT

Beneficiary:

City of North Augusta
Department of Planning and Economic Development
100 Georgia Avenue
North Augusta, SC 29841

Date: March 10, 2022

Letter of Credit #: 1542

Expiration Date: March 10, 2024

To Whom It May Concern:

We hereby establish our Irrevocable Letter of Credit ("Letter of Credit") in favor of THE CITY OF NORTH AUGUSTA DEPARTMENT OF PLANNING AND ECONOMIC DEVELOPMENT available by your drafts drawn on SOUTHSTATE BANK, NATIONAL ASSOCIATION at Sight for any sums not exceeding in the aggregate TWO HUNDRED EIGHT THOUSAND SEVEN HUNDRED SEVENTY FIVE AND NO/100 (\$208,775.00) U.S. Dollars for WINCHESTER COMMERCIAL GROUP, LLC (Hereinafter "Applicant")

Your draft(s) must be accompanied by the following documents:

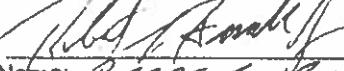
1. A written certificate executed by the appropriate and authorized City of North Augusta Staff stating that Winchester Commercial Group, LLC has failed to make the required improvements, and that the amount of said draft represents the actual amount of funds due you as a result of Winchester Commercial Group, LLC's failure to perform as contracted; and
2. Each draft must bear on its face the clause, "Drawn under Letter of Credit No. 1542 dated March 10, 2022

This Letter of Credit supports the infrastructure improvements under a Performance Guarantee for Sweetwater Townhomes.

This credit is valid until March 10, 2024. Drafts drawn hereunder, if accompanied by documents as specified above, will be honored if presented to SouthState Bank, National Association.

This Letter of Credit is governed by the Uniform Customs and Practice for Documentary Credits, 2007 Revision, International Chamber of Commerce Publication No. 600 (UCP), or any later version or amendment. This Letter of Credit is also governed by the laws of Georgia, except as those laws conflict with the UCP.

Sincerely,
South State Bank, National Association

By: 
Name: ROBERT S. RUSSELL, SR.
Title: SR. VICE PRESIDENT

RESOLUTION NO. 2022-17
RESOLUTION AUTHORIZING FUNDING FOR
EQUIPMENT ADDITIONS FOR PUBLIC SAFETY VEHICLES

WHEREAS, on December 9, 2022 the City of North Augusta Public Safety Department was dispatched to a possible burglary in progress that developed into a high speed pursuit and active shooter situation with injury to an officer and damage to multiple vehicles in the City's public safety fleet; and

WHEREAS, subsequent to this incident, the City's Public Safety Department with support from the City Administrator researched alternate equipment for in-car rifle rack storage and pursued obtaining sealed bids for the purchase of the racks; and

WHEREAS, 3 vendors responded to the bid request and based upon review of the bid documents 2 were considered complete bid responses with the low bidder of Global Public Safety LLC totaling \$30,262.59; and

WHEREAS, funding has been identified within the operating budget of the Public Safety Department sufficient to make the purchase; and

WHEREAS, the City Administrator and Public Safety Department support the addition of in-car rifle rack storage to public safety fleet vehicles to assist public safety officers in protecting and serving the citizens of North Augusta.

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 the City is authorized to purchase in-car rifle rack storage equipment from Global Public Safety and that the funding source be the Public Safety Department operating budget within the General Fund not to exceed \$30,262.59.

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

Briton S. Williams, Mayor

ATTEST:

Sharon Lamar, City Clerk

RESOLUTION NO. 2022-18
AUTHORIZING THE CITY OF NORTH AUGUSTA
TO ENTER INTO A PROFESSIONAL ENGINEERING SERVICES CONTRACT
WITH AECOM TO PERFORM DESIGN SERVICES FOR VARIOUS WATER AND
WASTEWATER UTILITY CAPITAL IMPROVEMENT PROJECTS

WHEREAS, the City of North Augusta desires to retain the services of an engineering firm to provide services related to the design of various water and wastewater utility capital improvement projects; and

WHEREAS, 4 firms responded to a "Request for Qualifications" and were reviewed by a committee consisting of the following: Director of Public Services, Superintendent of Water Production, and Assistant City Administrator; and

WHEREAS, 3 qualified firms were selected for interviews and based upon the ranking of the firms, it has been determined that AECOM be engaged by contract for the purposes of performing such 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 the City is authorized to enter into a professional engineering services contract with AECOM for the provision of water and wastewater utility engineering services.

BE IT FURTHER RESOLVED that the City Administrator is authorized to execute such documents as necessary to enter into said contracts.

BE IT FURTHER RESOLVED that funding for the water and wastewater utility engineering services shall be from the Utility Operations & Maintenance Fund or included in capital project improvement budgets as adopted by City Council.

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