



DISCUSSION ITEMS FOR FEBRUARY 6, 2023 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: February 3, 2023

SUBJECT: Regular City Council Meeting of February 6, 2023

ITEM 5. PROCLAMATION: Recognition of Ambassador Theodore R. Britton – Order of the Palmetto

Mayor Williams will recognize Ambassador Britton for his achievement of receiving the Order of the Palmetto.

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

REGULAR COUNCIL MEETING

NEW BUSINESS

ITEM 6. ECONOMIC DEVELOPMENT: Ordinance No. 2023-01 to Authorize the City to Enter into a Second Amendment to the Master Development Agreement of March 15, 2017 for North Augusta Riverside Village – First Reading

An ordinance has been prepared for Council's consideration to approve to Authorize the City to Enter into a Second Amendment to the Master Development Agreement of March 15, 2017 for North Augusta Riverside Village.

Please see ATTACHMENT #6 for a copy of the proposed ordinance.

ITEM 7. ENGINEERING & PUBLIC WORKS: Ordinance No. 2023-02 Authorizing a Restructuring of Personnel for the Department of Streets & Drains Subsequent to Department Vacancies Resulting from Retirements and Resignations – First Reading

An ordinance has been prepared for Council's consideration to approve Authorizing a Restructuring of Personnel for the Department of Streets & Drains Subsequent to Department Vacancies Resulting from Retirements and Resignations.

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

ITEM 8. PUBLIC SAFETY: Resolution No. 2023-03 A Resolution Authorizing the Budget and Funding Source for the Construction of the North Augusta Department of Public Safety Headquarters

A resolution has been prepared for Council's consideration to approve Authorizing the Budget and Funding Source for the Construction of the North Augusta Department of Public Safety Headquarters.

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

ITEM 9. PUBLIC SERVICES: Resolution No. 2023-04 A Resolution Approving a Contract for the Installation of a Fire Suppression and Alarm System in the Materials Recovery Facility

A resolution has been prepared for Council's consideration to approve a Contract for the Installation of a Fire Suppression and Alarm System in the Materials Recovery Facility.

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

ITEM 10. PUBLIC SERVICES: Resolution No. 2023-05 A Resolution Approving a Contract for the Installation of Electrical and Ventilation Systems in the Materials Recovery Facility

A resolution has been prepared for Council's consideration to approve a Contract for the Installation of Electrical and Ventilation Systems in the Materials Recovery Facility.

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

ITEM 11. FINANCE: Resolution No. 2023-06 – Approving the Annual Assessment Report and Amendment of the Assessment Roll for the Ballpark Village Municipal Improvement District and Confirming the Collection of Annual Assessments therein for the 2022-2023 Assessment Year

A resolution has been prepared for Council's consideration to approve the Annual Assessment Report and Amendment of the Assessment Roll for the Ballpark Village Municipal Improvement District and Confirming the Collection of Annual Assessments therein for the 2022-2023 Assessment Year.

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

ITEM 12. PUBLIC SAFETY: Resolution No. 2023-07 A Resolution Authorizing the City of North Augusta to Enter into a Contract with the Aiken County Public Defenders' Office for the Provision of Representation of Indigent Defendant in the Municipal Court for the City of North Augusta

A resolution has been prepared for Council's consideration to approve Authorizing the City of North Augusta to Enter into a Contract with the Aiken County Public Defenders' Office for the Provision of Representation of Indigent Defendant in the Municipal Court for the City of North Augusta.

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

ITEM 13. FINANCE: Resolution No. 2023-08 – A Resolution Authorizing Reallocation of a Portion of the 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 to approve Authorizing Reallocation of a Portion of the 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.



PROCLAMATION

WHEREAS, Ambassador Theodore R. Britton was born in North Augusta on October, 17, 1925 and has served his family, community, and country; and

WHEREAS, Ambassador Britton served in World War II as a member of the Montfort Point Marines which were America's only all Black Marine Corps unit and on June 27, 2012, was awarded the Congressional Gold Medal for his service and bravery during World War II by President Barack Obama; and

WHEREAS, Ambassador Britton then enrolled in New York University where he majored in banking and finance and graduated in 1952 with a Bachelor of Arts Degree; and

WHEREAS, Ambassador Britton worked for 12 years as a Financial Services Officer and in 1964 worked with the National Baptist Convention for seven years to then hold a high position in the Department of Housing and Urban Development (HUD) in 1971 in the Richard Nixon Administration; and

WHEREAS, Ambassador Britton then was nominated by President Gerald Ford in 1974 where he served as the U.S Ambassador to the Island Nations of Barbados and Grenada; and

WHEREAS, Ambassador Britton in 1981 was appointed by President Ronald Reagan to serve as Chairman of the U.S.-China-Soviet Union Agreement on Housing and Planning where he held that until 1989 when he retired from the U.S. Foreign Service; and

WHEREAS, Ambassador Britton has promoted international awareness and education to over 150 countries as a lecturer over his many years of service.

NOW THEREFORE, I, Briton S. Williams, on behalf of the citizens of the City of North Augusta do hereby extend sincere congratulations to

Ambassador Theodore R. Britton

and call upon all citizens to congratulate, honor, and celebrate with him for receiving the Order of the Palmetto which is the highest civilian honor award by the Governor of South Carolina and is a once in a lifetime achievement.

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 6th day of February, 2023.

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

ORDINANCE NO. 2023-01

TO AUTHORIZE THE CITY TO ENTER INTO A SECOND AMENDMENT TO THE MASTER DEVELOPMENT AGREEMENT OF MARCH 15, 2017 FOR NORTH AUGUSTA RIVERSIDE VILLAGE

WHEREAS, the City and the various other parties named therein entered into a Master Development Agreement, dated March 15, 2017 (the “Development Agreement”) for the development of Riverside Village that was for a period of five (5) years with such initial agreement scheduled to terminate on March 15, 2022;

WHEREAS, the City (1) adopted Ordinance 2022-04 on March 7, 2022 approving (a) the extension of the term of the Development Agreement for a period of one year and (b) the execution of the First Amendment (defined herein), (2) executed and delivered a First Amendment to Master Development Agreement dated March 15, 2022 (the “First Amendment”) entered into among the City and the various other parties named therein, extending the term of the Development Agreement for a period of one year through March 15, 2023, and (3) recorded the First Amendment with the Register of Mesne Conveyance of Aiken County, South Carolina on June 23, 2022 in Book 5029 at Pages 963-979;

WHEREAS, many of the required improvements have been completed but there remain some portions of the development that have not been completed as of the present;

WHEREAS, the South Carolina Local Government Development Agreement Act, the Act under which the Development Agreement was entered into, provides for the ability of the parties by mutual agreement to extend the termination date; and

WHEREAS, Mayor and City Council have determined that it would be in the interest of the City to extend the term of the Agreement for a period of one additional (1) year;

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 agrees to the extension of the termination date of the Development Agreement for an additional one (1) year period which results in a termination date of the Development Agreement of March 15, 2024.
- II. The Second Amendment to the Master Development Agreement, which is attached hereto, marked Exhibit A, is specifically approved by Mayor and Council.
- III. The Mayor and/or the City Administrator are specifically authorized to execute such documents and take all such other actions with respect thereto as shall be required to carry out the Second Amendment and extension of the original term of the Development Agreement.
- 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 _____ 2023.

First Reading: February 6, 2023

Second Reading: _____

Briton S. Williams, Mayor

Attest:

Jamie Paul, City Clerk

Exhibit A

Form of Second Amendment to Master Development Agreement

SECOND AMENDMENT TO MASTER DEVELOPMENT AGREEMENT

by and among

**CITY OF NORTH AUGUSTA, SOUTH CAROLINA,
ACKERMAN GREENSTONE NORTH AUGUSTA, LLC,
GRAYBUL IRONWOOD, LLC,
GREENSTONE HAMMOND'S FERRY, LLC**

and

EACH OF THE OWNERS LISTED ON EXHIBIT A

March 15, 2023

**SECOND AMENDMENT TO
MASTER DEVELOPMENT AGREEMENT**

This Second Amendment to Master Development Agreement (this “*Amendment*”) is made and entered into as of March 15, 2023 by and among the **CITY OF NORTH AUGUSTA, SOUTH CAROLINA** (the “*City*”), **ACKERMAN GREENSTONE NORTH AUGUSTA, LLC**, a limited liability company organized under the laws of the State of Georgia (“*Hotel Developer*”), **GRAYBUL IRONWOOD, LLC**, a limited liability company organized under the laws of the State of Delaware (“*Apartment Owner*”), **GREENSTONE HAMMOND’S FERRY, LLC**, a limited liability company organized under the laws of the State of South Carolina (“*Greenstone*”) and **each of the Owners listed on Exhibit A attached hereto.**

RECITALS

This Amendment provides for the second extension of the term of that certain Master Development Agreement by and among the City, GreenJackets Baseball LLC, the Hotel Developer and Greenstone, dated March 15, 2017 (the “*Agreement*”). Defined terms used herein and not otherwise defined shall have the meanings ascribed to them in the Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City, the Hotel Developer, the Apartment Owner, Greenstone, and each of the Owners listed on Exhibit A attached hereto agree as follows:

**ARTICLE I
AMENDMENT TO THE AGREEMENT; EXTENSION OF TERM**

The Term of the Agreement is hereby extended by one year and, as a result, the Agreement shall terminate on March 15, 2024, unless extended by mutual agreement as provided for in Section 2.01 of the Agreement and Section 6-31-60(A)(2) of the Act.

**ARTICLE II
MISCELLANEOUS**

A. Governing Law. This Amendment shall be governed in accordance with the laws of the State of South Carolina.

B. Authorization; Entire Agreement. This Amendment is entered into in accordance with Section 2.01 of the Agreement and Section 6-31-60(A)(2) of the Act, and this Amendment and the Agreement, as amended, together constitute the complete and exclusive written expression of the intent of the parties with respect to the subject matter hereof and thereof which will supersede all previous verbal and written communications, representations, agreements, promises or statements. Except as amended hereby, the terms and provisions of the Agreement shall remain in full force and effect.

C. Authority. The Hotel Developer, the Apartment Owner, Greenstone, each of the Owners listed on Exhibit A attached hereto and the City represents that it has the authority to be bound by the terms of this Amendment. Once executed by all parties, this Amendment will,

together with the Agreement, constitute a valid and binding agreement, enforceable in accordance with its terms.

D. Mutual Dependency and Severability. All rights and duties contained in this Amendment are mutually dependent on each other and one cannot exist independent of another, provided that if any one or more of the provisions contained in this Amendment shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Amendment shall be construed as if such invalid, illegal or unenforceable provision was not contained herein.

E. Notices and Addresses. Any notices given under this Amendment shall be given in accordance with the terms and provisions of giving notice under the Agreement.

F. Amendment, Modification, or Alteration. No amendment, modification, or alteration of the terms of this Amendment shall be binding unless in writing, dated subsequent to the date hereof and duly executed by the parties hereto.

G. Counterparts; Facsimile. This Amendment may be executed in any number of counterparts and/or exchanged via facsimile or electronic distribution, each of which shall be deemed an original, but all such counterparts and/or facsimile or electronic counterparts or originals together shall constitute but one and the same instrument.

H. Binding Effect/Benefit. This Amendment shall be binding upon and shall inure to the benefit of the parties hereto and their respective affiliates, successors, and assigns.

I. Parties to Amendment; Approval by Ordinance. Section 18.04 of the Agreement provides that the "...Agreement may be modified or amended only by the written agreement of the City and the Owners; such written agreement, if not statutorily required to be by ordinance, may be by resolution or ordinance at the City's sole discretion." The parties to this Amendment include the City and the Owners, as currently constituted, and the City has decided, in its sole discretion, to approve this Amendment by ordinance.

[SIGNATURES ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the parties hereunto set their hands and seals as of March 15, 2023.

**CITY OF NORTH AUGUSTA,
SOUTH CAROLINA**

Witness

By: _____
Briton S. Williams, Mayor

Witness

State of _____
County of _____

I, _____, do hereby certify that Briton S. Williams, as Mayor of the City of North Augusta, South Carolina personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

By: _____
Notary Public

My commission expires on: _____

[SEAL]

SECOND AMENDMENT TO MASTER DEVELOPMENT AGREEMENT

SIGNATURE PAGE

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

Witness

By: _____
Christian B. Schoen, Manager

Witness

State of _____
County of _____

I, _____, do hereby certify that Christian B. Schoen, as Manager of Greenstone Hammond's Ferry, LLC, a South Carolina limited liability company, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

By: _____
Notary Public

My commission expires on: _____

[SEAL]

SECOND AMENDMENT TO MASTER DEVELOPMENT AGREEMENT

SIGNATURE PAGE

**ACKERMAN GREENSTONE NORTH
AUGUSTA, LLC**, a Georgia limited liability
company

Witness

By: _____
Donald K. Miller, Manager

Witness

State of _____
County of _____

I, _____, do hereby certify that Donald K. Miller, as Manager of Ackerman Greenstone North Augusta, LLC, a Georgia limited liability company, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

By: _____
Notary Public

My commission expires on: _____

[SEAL]

SECOND AMENDMENT TO MASTER DEVELOPMENT AGREEMENT

SIGNATURE PAGE

GRAYBUL IRONWOOD, LLC, a Delaware
limited liability company

Witness

By: _____
[Name], [Title]

Witness

State of _____
County of _____

I, _____, do hereby certify that [Name], as [Title] of GrayBul Ironwood, LLC, a Delaware limited liability company, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

By: _____
Notary Public

My commission expires on: _____

[SEAL]

SECOND AMENDMENT TO MASTER DEVELOPMENT AGREEMENT

SIGNATURE PAGE

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

Witness

By: _____
Christian B. Schoen, Manager

Witness

State of _____
County of _____

I, _____, do hereby certify that Christian B. Schoen, as Manager of Greenstone Hendon Riverside Village, LLC, a Georgia limited liability company, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

By: _____
Notary Public

My commission expires on: _____

[SEAL]

SECOND AMENDMENT TO MASTER DEVELOPMENT AGREEMENT

SIGNATURE PAGE

**HAMMONDS FERRY COMMERCIAL
I, LLC**, a Georgia limited liability company

Witness

By: _____
Christian B. Schoen, Manager

Witness

State of _____
County of _____

I, _____, do hereby certify that Christian B. Schoen, as Manager of Hammonds Ferry Commercial I, LLC, a Georgia limited liability company, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

By: _____
Notary Public

My commission expires on: _____

[SEAL]

SECOND AMENDMENT TO MASTER DEVELOPMENT AGREEMENT

SIGNATURE PAGE

**RIVERSIDE VILLAGE B OWNER,
LLC**, a South Carolina limited liability
company

By: _____
Christian B. Schoen, Manager

Witness

Witness

State of _____
County of _____

I, _____, do hereby certify that Christian B. Schoen, as Manager of Riverside Village B Owner, LLC, a South Carolina limited liability company, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

By: _____
Notary Public

My commission expires on: _____

[SEAL]

SECOND AMENDMENT TO MASTER DEVELOPMENT AGREEMENT

SIGNATURE PAGE

**RIVERSIDE VILLAGE C OWNER,
LLC**, a South Carolina limited liability
company

By: _____
Christian B. Schoen, Manager

Witness

Witness

State of _____
County of _____

I, _____, do hereby certify that Christian B. Schoen, as Manager of Riverside Village C Owner, LLC, a South Carolina limited liability company, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

By: _____
Notary Public

My commission expires on: _____

[SEAL]

SECOND AMENDMENT TO MASTER DEVELOPMENT AGREEMENT

SIGNATURE PAGE

**RIVERSIDE VILLAGE D OWNER,
LLC**, a South Carolina limited liability
company

Witness

By: _____
Christian B. Schoen, Manager

Witness

State of _____
County of _____

I, _____, do hereby certify that Christian B. Schoen, as Manager of Riverside Village D Owner, LLC, a South Carolina limited liability company, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

By: _____
Notary Public

My commission expires on: _____

[SEAL]

SECOND AMENDMENT TO MASTER DEVELOPMENT AGREEMENT

SIGNATURE PAGE

**RIVERSIDE VILLAGE G OWNER,
LLC**, a South Carolina limited liability
company

Witness

By: _____
Christian B. Schoen, Manager

Witness

State of _____
County of _____

I, _____, do hereby certify that Christian B. Schoen, as Manager of Riverside Village G Owner, LLC, a South Carolina limited liability company, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

By: _____
Notary Public

My commission expires on: _____

[SEAL]

SECOND AMENDMENT TO MASTER DEVELOPMENT AGREEMENT

SIGNATURE PAGE

**RIVERSIDE VILLAGE H OWNER,
LLC**, a South Carolina limited liability
company

Witness

By: _____
Christian B. Schoen, Manager

Witness

State of _____
County of _____

I, _____, do hereby certify that Christian B. Schoen, as Manager of Riverside Village H Owner, LLC, a South Carolina limited liability company, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

By: _____
Notary Public

My commission expires on: _____

[SEAL]

SECOND AMENDMENT TO MASTER DEVELOPMENT AGREEMENT

SIGNATURE PAGE

**RIVERSIDE VILLAGE I OWNER,
LLC**, a South Carolina limited liability
company

By: _____
Christian B. Schoen, Manager

Witness

Witness

State of _____
County of _____

I, _____, do hereby certify that Christian B. Schoen, as Manager of Riverside Village I Owner, LLC, a South Carolina limited liability company, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

By: _____
Notary Public

My commission expires on: _____

[SEAL]

SECOND AMENDMENT TO MASTER DEVELOPMENT AGREEMENT

SIGNATURE PAGE

**RIVERSIDE VILLAGE K OWNER,
LLC**, a South Carolina limited liability
company

Witness

By: _____
Christian B. Schoen, Manager

Witness

State of _____
County of _____

I, _____, do hereby certify that Christian B. Schoen, as Manager of Riverside Village K Owner, LLC, a South Carolina limited liability company, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

By: _____
Notary Public

My commission expires on: _____

[SEAL]

EXHIBIT A TO MASTER DEVELOPMENT AGREEMENT

**Owners of Riverside Village Property as of March 15, 2023
other than
Hotel Developer, the Apartment Owner, Greenstone**

Greenstone Hendon Riverside Village, LLC, a Georgia limited liability company
Hammonds Ferry Commercial I, LLC, a Georgia limited liability company
Riverside Village B Owner LLC, a South Carolina limited liability company
Riverside Village C Owner LLC, a South Carolina limited liability company
Riverside Village D Owner LLC, a South Carolina limited liability company
Riverside Village G Owner LLC, a South Carolina limited liability company
Riverside Village H Owner LLC, a South Carolina limited liability company
Riverside Village I Owner LLC, a South Carolina limited liability company
Riverside Village K Owner LLC, a South Carolina limited liability company

ORDINANCE NO. 2023-02
AUTHORIZING A RESTRUCTURING OF PERSONNEL FOR THE DEPARTMENT OF STREETS & DRAINS SUBSEQUENT TO DEPARTMENT VACANCIES RESULTING FROM RETIREMENTS AND RESIGNATIONS

WHEREAS, in accordance with the Laws of South Carolina, and the Ordinance of the City of North Augusta, the City Administrator prepared and submitted to the City Council a Balanced Budget for the budget year beginning on January 1, 2023, and ending on December 31, 2023 which was adopted November 7, 2022; and

WHEREAS, the City has determined that a restructuring of personnel for the Department of Streets & Drains is necessary to expand upon opportunities resulting from department vacancies from retirements and resignations and to provide opportunitis for succession within the department; and

WHEREAS, this restructuring is to be done within the authorized total appropriations for personal services expenses of the Department of Streets & Drains as adopted by City Council on November 7, 2022.

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:

Section I. The City Council hereby authorizes a restructuring of personnel for the Department of Streets & Drains as follows with proposed Department of Streets & Drains organizational chart attached as Exhibit A:

Division	Current Position	Current Grade	Proposed Position	Proposed Grade
10-4220/Streets & Drains	Superintendent	27	No Change	27
	Foreman	13	Supervisor	18
	Foreman	13	No Change	13
	Vehicle Operator III	10	No Change	10
	Heavy Equipment Operator	9	No Change	9
	Heavy Equipment Operator	9	No Change	9
	Trades Worker	8	No Change	8
	Trades Worker	8	No Change	8
	Trades Worker	8	No Change	8
	Laborer	4	No Change	4
	Laborer	4	No Change	4

Section II. That in all other respects, except as hereby and heretofore restructured, the budgeted positions for the City of North Augusta for the fiscal year beginning January 1, 2023, and ending December 31, 2023, shall remain in full force and effect.

Section III. All Ordinances or parts of Ordinances in conflict herewith are, to the extent of such conflict, hereby repealed.

Section 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 FEBRUARY, 2023.

First Reading _____

Briton S. Williams, Mayor

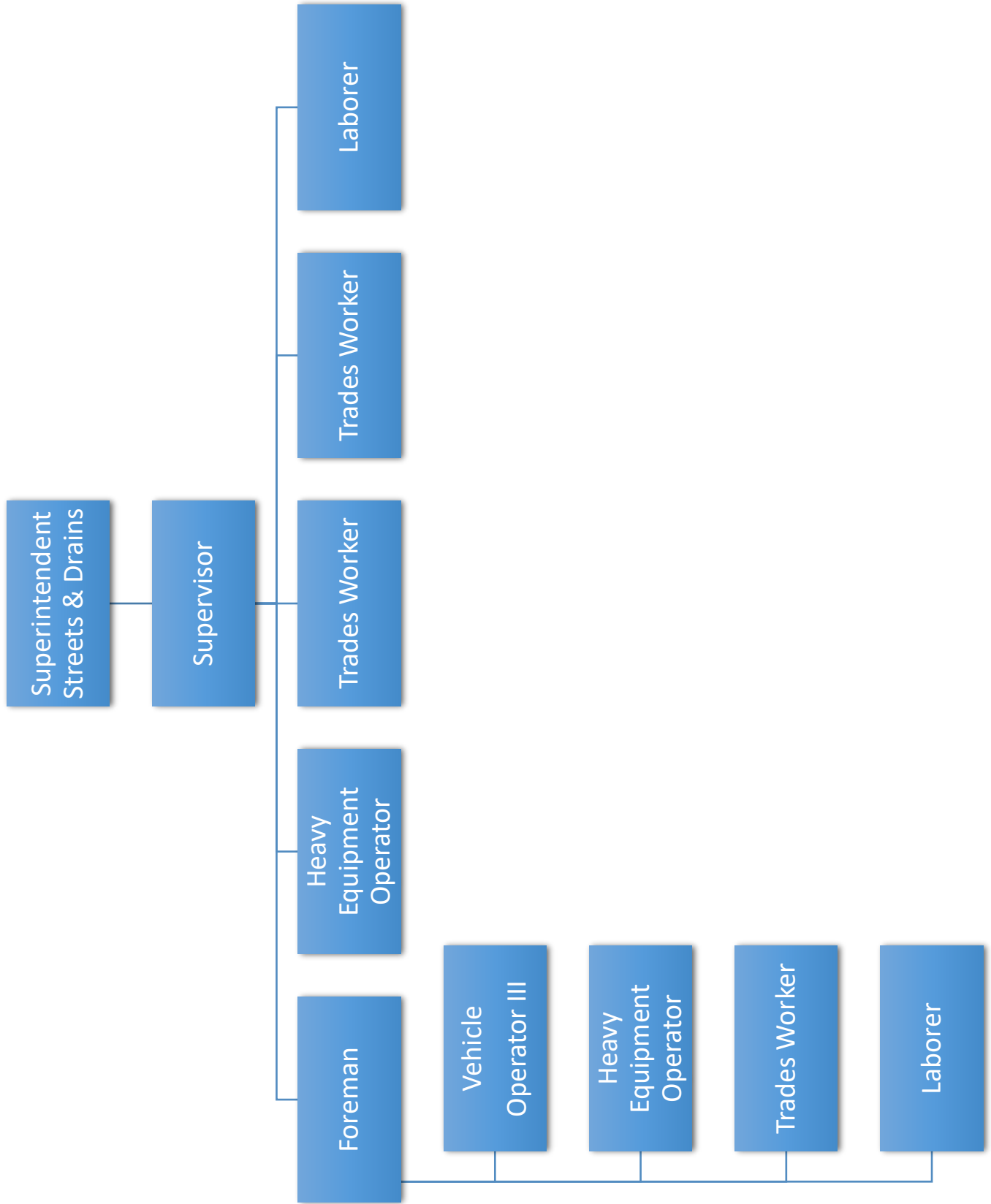
Second Reading _____

ATTEST:

Jamie Paul, City Clerk

EXHIBIT A

Proposed Streets & Drains Organization 2023



RESOLUTION NO. 2023-03
A RESOLUTION AUTHORIZING THE BUDGET AND FUNDING SOURCE FOR THE
CONSTRUCTION OF THE NORTH AUGUSTA DEPARTMENT OF PUBLIC SAFETY
HEADQUARTERS

WHEREAS, Resolution 2022-45 directed the City Administrator to select Hood Construction as the construction manager at-risk contractor and establish a total budget for the Public Safety Headquarters to include the Guaranteed Maximum Price (GMP); and

WHEREAS, the City staff, Johnson, Laschober & Associate, Capstone Services LLC, and Hood Construction have conducted further design reviews and value engineering to minimize costs; and

WHEREAS, the Public Safety Headquarters is listed as the number one priority in the Capital Sales Tax IV voter referendum; and

WHEREAS, the funding source for the Public Safety Headquarters will be derived from CPST IV in the amount of \$25,000,000, with \$21,023,248 set as the GMP with Hood Construction, and the remainder for design costs, FF&E, and project management fees.

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

1. The Council authorizes the City Administrator to enter into a contract amendment with Hood Construction for a GMP amount of \$21,023,248 for the construction of the Public Safety Headquarters.
2. The Council amends the funding line in CPST IV for the Public Safety Headquarters to reflect a budget of \$25,000,000.
3. The City Administrator is authorized to direct the immediate start of construction of the Public Safety Headquarters.
4. The Council authorizes the City Administrator to finalize and execute any agreements in regards to the construction and project completion of the Public Safety Headquarters.

DONE, RATIFIED AND ADOPTED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH AUGUSTA, SOUTH CAROLINA, ON THIS _____ DAY OF FEBRUARY, 2023.

Britton S. Williams, Mayor

ATTEST:

Jamie Paul, City Clerk

RESOLUTION NO. 2023-04
A RESOLUTION APPROVING A CONTRACT FOR THE INSTALLATION OF A FIRE SUPPRESSION AND ALARM SYSTEM IN THE MATERIALS RECOVERY FACILITY

WHEREAS, on November 25, 2021 a fire at the City's Materials Recovery Facility damaged the processing equipment and a portion of the buildings structure; and

WHEREAS, the City received partial payment totaling \$1,736,552 from the South Carolina Insurance and Risk Fund to initiate replacement of recycling equipment and other damaged assets; and

WHEREAS, the City in accordance with its procurement code, sought bids for such project; and

WHEREAS, the City received a bid from Fire Technology LLC totaling \$119,765 to install a Fire Suppression and Alarm System within the City's 19,500 square foot Materials Recovery Facility.

WHEREAS, the City in following established practices, has added a 10% contingency for this project, such contingency being in the amount of \$11,976; and

NOW THEREFORE BE IT RESOLVED that the Mayor and City Council for the City of North Augusta in meeting duly assembled and by the authority thereof, hereby authorize the City Administrator to enter into a contract with Fire Technology LLC to install a Fire Suppression and Alarm System within the Materials Recovery Facility not to exceed the total amount of \$131,741.

BE IT FURTHER RESOLVED that the funds for such project will come from the reserves in the Sanitation Services Fund.

DONE, RATIFIED AND ADOPTED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH AUGUSTA, SOUTH CAROLINA, ON THIS _____ DAY OF FEBRUARY, 2023.

Britton S. Williams, Mayor

ATTEST:

Jamie Paul, City Clerk

RESOLUTION NO. 2023-05
A RESOLUTION APPROVING A CONTRACT FOR THE INSTALLATION OF
ELECTRICAL AND VENTILATION SYSTEMS IN THE MATERIALS RECOVERY
FACILITY

WHEREAS, on November 25, 2021 a fire at the City's Materials Recovery Facility damaged the processing equipment and a portion of the buildings structure; and

WHEREAS, the City received partial payment totaling \$1,736,552 from the South Carolina Insurance and Risk Fund to initiate replacement of recycling equipment and other damaged assets; and

WHEREAS, the City in accordance with its procurement code, sought bids for such project; and

WHEREAS, the City received a bid from A-Lert Construction Services A Division of Centurion Industries totaling \$83,750 to install an Electrical and Ventilation Systems within the City's 19,500 square foot Materials Recovery Facility.

WHEREAS, the City in following established practices, has added a 10% contingency for this project, such contingency being in the amount of \$8,375; and

NOW THEREFORE BE IT RESOLVED that the Mayor and City Council for the City of North Augusta in meeting duly assembled and by the authority thereof, hereby authorize the City Administrator to enter into a contract with A-Lert Construction Services A Division of Centurion Industries for installation of Electrical and Ventilation Systems in the Materials Recovery Facility not to exceed the total amount of \$92,125.

BE IT FURTHER RESOLVED that the funds for such project shall be from partial payment proceeds received from the South Carolina Insurance and Risk Fund.

DONE, RATIFIED AND ADOPTED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH AUGUSTA, SOUTH CAROLINA, ON THIS _____ DAY OF FEBRUARY, 2023.

Britton S. Williams, Mayor

ATTEST:

Jamie Paul, City Clerk

CITY OF NORTH AUGUSTA, SOUTH CAROLINA

A RESOLUTION

**APPROVING THE ANNUAL ASSESSMENT REPORT AND AMENDMENT OF THE
ASSESSMENT ROLL FOR THE BALLPARK VILLAGE MUNICIPAL IMPROVEMENT
DISTRICT AND CONFIRMING THE COLLECTION OF ANNUAL ASSESSMENTS THEREIN
FOR THE 2022-2023 ASSESSMENT YEAR**

ADOPTED BY

**THE CITY COUNCIL
OF
THE CITY OF NORTH AUGUSTA, SOUTH CAROLINA**

FEBRUARY 6, 2023

RESOLUTION 2023-06

APPROVING THE ANNUAL ASSESSMENT REPORT AND AMENDMENT OF THE ASSESSMENT ROLL FOR THE BALLPARK VILLAGE MUNICIPAL IMPROVEMENT DISTRICT AND CONFIRMING THE COLLECTION OF ANNUAL ASSESSMENTS THEREIN FOR THE 2022-2023 ASSESSMENT YEAR

The City Council (the “*City Council*”) of the City of North Augusta, South Carolina (the “*City*”), hereby finds and determines:

WHEREAS, The Ballpark Village Municipal Improvement District (the “*Improvement District*”), located in the City of North Augusta was created by the City Council pursuant to the Municipal Improvement Act, Title 5, Chapter 37, Code of Laws of South Carolina 1976, as amended (the “*Act*”), through an ordinance enacted on February 6, 2017, wherein the Improvement District was created and special assessments (the “*Assessment*” or “*Assessments*”) were authorized to be imposed and collected (the “*Assessment Ordinance*”); and

WHEREAS, certain capitalized terms undefined herein have such meanings as set forth in the Rate and Method of Apportionment of Assessment, Appendix A of the Assessment Roll (the “*Rate and Method*”), which was approved by the Assessment Ordinance; and

WHEREAS, the Assessments have been imposed on the Assessed Property within the Improvement District pursuant to the Act and the Assessment Ordinance. The Assessment, including the Annual Parcel Assessment, the Annual Parcel Credit and the Annual Payment for each Parcel, is recorded on the Assessment Roll, attached hereto as Appendix B-1 and Appendix B-2 of the Annual Assessment Report and Amendment of the Assessment Roll for 2022-2023 Assessment Year (the “*Annual Assessment Report*”) attached hereto as *Exhibit A*, which is being updated in accordance with the Rate and Method, as detailed below, through City Council’s approval of the Annual Assessment Report; and

WHEREAS, pursuant to a Resolution of the Board of Directors (the “*Board*”) of the North Augusta Public Facilities Corporation (the “*Corporation*”) adopted by the Board on February 20 2017, the Corporation issued its \$69,450,000 Installment Purchase Revenue Bonds, Taxable Series 2017B, dated May 16, 2017 (the “*Series 2017B Bonds*”), in order to obtain a portion of the funds necessary to defray the cost of the Public Improvements. Simultaneously with the issuance of the Series 2017B Bonds, the City issued its \$43,412,000 Tax Increment Revenue Obligation, Series 2017A to the Corporation (the “*2017 TIF Obligation*”). By Ordinance enacted on February 6, 2017, the City Council approved the issuance of the Series 2017B Bonds and the 2017 TIF Obligation. Debt service requirements of the Series 2017B Bond will be paid from Available Sources (as that term is defined in the Official Statement dated May 2, 2017 (the “*Official Statement*”) relating to the Series 2017 Bonds), which include TIF Revenues (as defined in the Official Statement) and Assessments. Payments to the Corporation by the City pursuant to the 2017 TIF Obligation shall constitute a dollar for dollar credit against the City’s obligation to make Base Payments (as defined in the Official Statement); and

WHEREAS, in order to facilitate the collection of the Assessments, the City shall update Appendix B-1 and B-2 of the Assessment Roll each Assessment Year to reflect (i) the current Parcels in the Improvement District, (ii) the Assessment for each Parcel, including any adjustments to the Assessment as provided for in Section C of the Rate and Method; (iii) the Annual Assessment; (iv) the Annual Parcel Assessment for each Parcel, (v) the Annual Payment to be collected from each Parcel for the current Assessment Year, (vi) prepayments of the Assessment as provided for in the Annual Assessment Report, and (vii) termination of the Assessment as provided for in the Annual Assessment Report; and

WHEREAS, the City Council has received the Annual Assessment Report, prepared by MuniCap, Inc., the Administrator of the Improvement District, in accordance with the Rate and Method.

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:

- I. The Annual Assessment Report is hereby approved.
- II. The Rate and Method provides for the annual collection of the Annual Payment. As shown by the Annual Assessment Report, the sum of the Annual Payment for all Parcels in the Improvement District for the 2022-2023 Assessment Year is \$744,281.70. The billing of the Assessments to be collected from each Parcel as indicated in the Annual Assessment Report for the 2022-2023 Assessment Year is hereby confirmed.
- III. This ordinance shall become effective as of the date hereof.

DONE, RATIFIED AND ADOPTED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH AUGUSTA, SOUTH CAROLINA, ON THIS 6th DAY OF FEBRUARY, 2023.

**CITY OF NORTH AUGUSTA,
SOUTH CAROLINA**

Briton S. Williams, Mayor

ATTEST:

Jamie Paul, City Clerk

STATE OF SOUTH CAROLINA

COUNTY OF AIKEN

I, the undersigned, Clerk to City Council of the City of North Augusta, South Carolina (“City Council”), **DO HEREBY CERTIFY:**

That the foregoing constitutes a true, correct and verbatim copy of a resolution (the “**Resolution**”) adopted by the City Council of the City (the “**City Council**”), on February 6, 2023. At such meeting, a quorum of the City Council was present and remained present throughout the meeting.

Notice was previously given pursuant to and in conformity with Chapter 4, Title 30 of the Code of Laws of South Carolina 1976, as amended (the Freedom of Information Act). At least 24 hours prior to the commencement of such meeting, the agenda for such meeting, showing the time and place of the meeting and including as an item the consideration of the Resolution, was posted in the administrative offices of the City, posted on the City’s public website, and provided to news media and other persons requesting such notification.

The original of the Resolution is duly entered in the permanent records of the City, in my custody as Clerk.

The Resolution is now of full force and effect, and has not been modified, amended or repealed.

IN WITNESS WHEREOF, I have hereunto set my Hand and the Seal of the City, this 6th day of February 2023.

Jamie Paul, City Clerk
City of North Augusta, South Carolina

EXHIBIT A

BALLPARK VILLAGE MUNICIPAL IMPROVEMENT DISTRICT

CITY OF NORTH AUGUSTA, SOUTH CAROLINA

**ANNUAL ASSESSMENT REPORT AND
AMENDMENT OF THE ASSESSMENT ROLL FOR
2022-2023 ASSESSMENT YEAR**

Prepared By:

MUNICAP, INC.

January 24, 2023

EXHIBIT A

**Ballpark Village Municipal Improvement District
City of North Augusta, South Carolina**

**Annual Assessment Report and
Amendment of the Assessment Roll for
2022-2023 Assessment Year**

INTRODUCTION

The Ballpark Village Municipal Improvement District (the “Improvement District”), located in the City of North Augusta, South Carolina (the “City”), was created by Ordinance No. 2016-23 (the “Improvement District Ordinance”) enacted by the City Council of the City of North Augusta (the “City Council”) on February 6, 2017. The Improvement District Ordinance also authorized the imposition of the Assessment(s) on the Assessed Property within the Improvement District and approved an Assessment Roll listing the parcels in the Improvement District and the amount of the Assessment imposed upon each such parcel. As more fully explained in the Report on the Reasonable Basis of the Special Assessment, approved by the Improvement District Ordinance, the Assessments were set to equal estimated tax increment finance revenues from the parcels of real property within the Improvement District.

To defray the costs of public improvements to be provided for the Improvement District, the North Augusta Public Facilities Corporation (the “Corporation”) issued its \$69,450,000 installment purchase revenue bonds on May 16, 2017 (the “Series 2017B Bonds”), pursuant to a Resolution of the Board of Directors of the Corporation adopted on February 20, 2017. Simultaneously with the issuance of the Series 2017B Bonds, the City issued its \$43,412,000 tax increment financing obligation to the Corporation (the “2017 TIF Obligation”). The 2017 TIF Obligation constitutes a Borrowing as that term is defined in the Rate and Method of Apportionment of Assessment, Appendix A of the Assessment Roll (the “Rate and Method”). By Ordinance enacted on February 6, 2017, the City Council approved the issuance of the Series 2017B Bonds and the 2017 TIF Obligation and authorized the City to enter into the various documents and instruments necessary to effectuate the issuance by the Corporation of the Series 2017B Bonds and by the City of the 2017 TIF Obligation.

The City previously established a tax increment finance district (the “TIF District”) in accordance with Title 31, Chapter 6 of the Code of Laws of South Carolina 1976, as amended, which is also known as the Tax Increment Financing Law. The TIF District encompasses approximately 457 acres, including the Improvement District. Pursuant to the Tax Increment Financing Law, the private projects in the Improvement District and other private projects within the TIF District are expected to produce annual tax increment financing district revenues (“TIF Revenues”) for the City that will secure the 2017 TIF Obligation. In consideration for the Corporation issuing the Series 2017B Bonds and entering into the documents related thereto, the City issued the 2017 TIF Obligation to the Corporation, and the Corporation in turn assigned all right, title and interest in the 2017 TIF Obligation to the trustee for the Series 2017B Bonds, which assignment caused the 2017 TIF Obligation to become part of the security for the Series 2017B Bonds. In accordance with the terms and conditions set forth in the documents relating to the Series 2017B Bonds, each payment by the City of TIF Revenues pursuant to the 2017 TIF Obligation shall constitute dollar for dollar credit against the City’s obligation to make payments under the documents relating the Series 2017B Bonds.

The Assessments shall be billed on an annual basis in accordance with the Rate and Method. Pursuant to the Rate and Method, the Assessments on each Parcel within the Improvement District

EXHIBIT A

are due and payable each year as the Annual Parcel Assessment. The sum of the Annual Parcel Assessment for all Parcels equals the Annual Assessment. The Annual Assessment for each year is shown in the updated Appendix B-2 of the Assessment Roll, attached to this report. Pursuant to the Rate and Method, the portion of the Annual Parcel Assessment to be billed and collected shall be calculated in each Assessment Year. In general, as further described below, in each Assessment Year the Annual Parcel Credit shall be subtracted from the Annual Parcel Assessment for each Parcel; the resulting amount shall equal the Annual Payment, which is to be billed and collected from the Assessed Property in the Improvement District. The Annual Parcel Assessment, the Annual Parcel Credit and the Annual Payment for each Parcel are shown in the updated Appendix B-1 of the Assessment Roll, attached to this report.

In order to facilitate the collection of the Assessment, the City shall update Appendix B-1 and B-2 of the Assessment Roll each Assessment Year to reflect (i) the current Parcels in the Improvement District, (ii) the Assessment for each Parcel, including any adjustments to the Assessment as provided for in Section C; (iii) the Annual Assessment; (iv) the Annual Parcel Assessment for each Parcel, (v) the Annual Payment to be collected from each Parcel for the current Assessment Year, (vi) prepayments of the Assessment as provided for herein, and (vii) termination of the Assessment as provided for herein. This report has been prepared to meet these requirements for the 2022–2023 Assessment Year. Through its approval of this report, City Council is confirming the Annual Payment and the updated Assessment Roll.

Capitalized terms used but not defined herein are defined in the Rate and Method.

I - CURRENT PARCELS IN THE IMPROVEMENT DISTRICT

Based on information known to the City, no additional Parcels were created in calendar year 2021.

The updated Appendix B-1, attached to this report, lists the Parcels in the Improvement District for which the Annual Payment for the 2022-2023 Assessment Year may be billed.

The City is also unaware of any real property parcels created from subdivisions in calendar year 2022. To the extent that any Parcel were created in 2022, such Parcels will be added to the Assessment Roll for the 2023-2024 Assessment Year.

II - ASSESSMENT ON EACH PARCEL

The Assessment for each Parcel is shown on Appendix B-1, attached to this report. The Assessment on each Parcel shown on Appendix B-1 has been updated in accordance with the Rate and Method. In particular, the Assessment on each Parcel is reduced by the amount of the Annual Parcel Assessment for the Parcel for the prior Assessment Year.

All Annual Payments from prior years have been collected.

III - ANNUAL ASSESSMENT

The Annual Assessment for each Assessment Year is shown on Appendix B-2, attached to this report.

As indicated above, the Annual Assessment is the sum of the Annual Parcel Assessment for all Parcels in the Improvement District. For the 2022-2023 Assessment Year, the Annual Assessment equals \$1,686,753.35, as shown on Appendix B-2.

EXHIBIT A

IV - ANNUAL PARCEL ASSESSMENT FOR EACH PARCEL

The Annual Parcel Assessment for each Parcel for the 2022-2023 Assessment Year is shown on Appendix B-1, attached to this report. The Annual Parcel Assessment for the Parcels for 2022-2023 Assessment Year which are shown on Appendix B-1 are generally consistent with the amounts specified in the original Assessment Roll, with updates for prior allocations of the Assessments resulting from prior subdivisions of the Parcels.

V - ANNUAL PAYMENT

The Annual Payment for each Parcel for the 2022-2023 Assessment Year is shown on Appendix B-1, attached to this report.

The Annual Payment is defined in the Rate and Method as follows:

“The Annual Payment means for each Parcel, the portion of the Annual Parcel Assessment to be collected each Assessment Year calculated as provided for in Section D.”

As specified in Section D of the Rate and Method, the Annual Payment is calculated as follows:

First Step: The Administrator shall calculate the Annual Revenue Requirement. If the Annual Revenue Requirement is less than the Annual Assessment, the Annual Parcel Assessment on every Parcel shall be decreased on a pro-rated basis such that the Annual Assessment equals the Annual Revenue Requirement.

Second Step: The Administrator shall calculate the Tax Revenues for each Parcel in the Improvement District. If the sum of the Tax Revenues for all Parcels is greater than or equal to the Annual Assessment, then the Annual Payment for all Parcels shall equal zero (\$0.00).

Third step: If the sum of the Tax Revenues for all Parcels is less than the Annual Assessment, then the Annual Payment for each Parcel shall equal Parcel’s Annual Parcel Assessment less the Parcel’s Annual Parcel Credit.”

The remainder of this Section V describes the calculation of the Annual Payment pursuant to steps described above.

First Step

As indicated above, the first step in the calculation of the Annual Payment is to compare the Annual Revenue Requirement to the Annual Assessment. The Annual Assessment equals \$1,686,753.35. The Annual Revenue Requirement is defined in the Rate and Method as follows:

“The Annual Revenue Requirement means for any Assessment Year, the sum of the following: (1) Debt Service Expenses and (2) Administrative Expenses; less the sum of Other Available Funds and Other Ballpark Village Revenues.”

Table A below provides a calculation of the Annual Revenue Requirement for the 2022–2023 Assessment Year. Each of these numbers is explained in the following sections.

EXHIBIT A

Table A
Annual Revenue Requirement

Debt Service Expenses	
Series 2017 TIF Obligation	
Interest payment on April 15, 2023	\$1,045,978.50
Interest payment on October 15, 2023	\$1,045,978.50
Principal payment on October 15, 2023	\$398,000.00
Subtotal Debt Service Expenses	\$2,489,957.00
Administrative Expenses	\$50,000.00
Subtotal expenses	\$2,539,957.00
Other Available Funds	\$0.00
Other Ballpark Village Revenues	\$0.00
Subtotal of available funds	\$0.00
Annual Revenue Requirement	\$2,539,957.00

Debt Service Expenses

Debt service includes the semi-annual interest payments due on the 2017 TIF Obligation on April 15, 2023 and on October 15, 2023. The interest payment on the 2017 TIF Obligation due on April 15, 2023 is \$1,045,978.50 and the interest payment on the 2017 TIF Obligation due on October 15, 2023 is \$1,045,978.50. There is a principal payment in the amount of \$398,000.00 due for the 2017 Obligation on October 15, 2023. As a result, total debt service on the 2017 TIF Obligation is \$2,489,957.00.

Administrative Expenses

Administrative Expenses is defined in the Rate and Method as follows:

“Administrative Expenses means the actual or budgeted costs, as applicable, directly related to the administration of the Improvement District, which may include but are not limited to the following: the costs of computing the Annual Payments; the costs of collecting the Annual Payments (whether by the City or otherwise); the costs of the Administrator in the discharge of their duties; the costs of the City of complying with arbitrage rebate requirements; the costs of the City of complying with securities disclosure requirements; and any other costs of the City in any way related to the administration and operation of the Improvement District, including, without limitation, the costs of legal counsel and other consultants and advisors, and costs related to commencing foreclosure and pursuing collection of delinquent Annual Payments, including contingencies and reserves for Administrative Expense as deemed appropriate by the City Council.”

Estimated Administrative Expenses include payments to the trustee of the Series 2017B Bonds, payments to the administrator of the Improvement District, legal fees for the Improvement District and miscellaneous expenses for the administration of the Improvement District, including

EXHIBIT A

but not limited to expenses related to the collection of the Annual Payment and other expenses of the City. The annual charges of the trustee are estimated to be \$5,000.00. The estimated annual total of the Administrative Expenses from the administrator of the Improvement District and from attorneys which assist the City with the Improvement District is \$40,000.00. Miscellaneous Administrative Expenses are estimated to be \$5,000.00. Accordingly, total Administrative Expenses for the 2022-2023 Assessment Year are estimated to be \$50,000.00.

Other Available Funds

Other Available Funds is defined in the Rate and Method as follows:

“Other Available Funds means capitalized interest, interest earnings on any trust account in connection with the Borrowings and any other funds deposited to a trust account in connection with the Borrowings that are available to meet the Annual Revenue Requirement in any given Assessment Year.”

The City has indicated that as of January 23, 2023 there are no other funds available to meet the Annual Revenue Requirement and therefore Other Available Funds equals zero (\$0.00).

Other Ballpark Village Revenues

Other Ballpark Village Revenues is defined in the Rate and Method as follows:

“Other Ballpark Village Revenues means legally available funds determined on an annual basis potentially beginning in the 6th Assessment Year that result from parcels of real property or activity within the Improvement District and are designated as “Other Ballpark Village Revenues” by City Council, in its sole discretion, by resolution to meet the Annual Revenue Requirement in any given Assessment Year.”

The City has indicated that as of January 23, 2023, City Council has not designated any funds as Other Ballpark Village Revenues for the 2022-2023 Assessment Year and therefore Other Ballpark Village Revenues equals zero (\$0.00).

As shown in Table B above, the Annual Revenue Requirement equals \$2,539,957.00. This amount is greater than the Annual Assessment of \$1,686,753.35. As such, the potential resulting action of the first step (to reduce the Annual Parcel Assessment on a pro rata basis, as explained above) is not implemented.

Second Step

As indicated above, the second step in the calculation of the Annual Payment is to compare the sum of the Tax Revenues for all Parcels to the Annual Assessment. The Annual Assessment equals \$1,686,753.35.

Tax Revenues is defined in the Rate and Method as follows:

“Tax Revenues means for each Parcel the actual or estimated annual real property tax revenues expected to be collected for the specific Assessment Year and available to be applied to the repayment of the Borrowings, pursuant to the Redevelopment Plan and as described in the Development

EXHIBIT A

Agreement. The calculation of the Tax Revenues for each Parcel will exclude (1) any deductions for the base assessed value of the tax increment finance district or the base assessed value of the Parcel or the Parcel's parent parcel at the creation of the tax increment finance district and (2) other tax revenues that are not available for the Redevelopment Plan.”

The calculation of the Tax Revenues for each parcel is shown in **Appendix C**, attached to this report. As further explained on Appendix C, the calculation of the Tax Revenues utilizes the following information:

- The assessed value of the Parcels as provided by the Aiken County Tax Assessor
- A total millage rate of \$0.2744 per \$1 of assessed value.

As shown in Appendix C, the sum of the Tax Revenues for all Parcels equals \$1,499,527.42, which is less than the Annual Assessment of \$1,686,753.35. As such, the potential result of the second step (that the Annual Payment for all Parcels equals zero) is not implemented.

Third Step

Following the determination made above for the second step, the third step in the calculation of the Annual Payment is required. The third step is to subtract the Annual Parcel Credit from the Annual Parcel Assessment for each Parcel. The Annual Parcel Credit is defined in the Rate and Method as follows:

“Annual Parcel Credit means for each Parcel in each Assessment Year the Parcel's Tax Revenues; provided, however, that the Annual Parcel Credit for a Parcel in any Assessment Year shall not exceed the Parcel's Annual Parcel Assessment.”

Appendix C provides the Annual Parcel Credit for each Parcel, as well as a calculation of the Annual Payment for the 2022–2023 Assessment Year for each Parcel. As shown on Appendix C, the Annual Parcel Credit equals the Annual Parcel Assessment for six Parcels (the Parcels identified by Aiken County as 007-14-19-001, 007-17-002-03, 007-18-05-004, 007-18-05-006, 007-18-05-007 and 007-18-05-008) (and excluding all Parcels for which the Annual Parcel Assessment equals zero), which results in an Annual Payment of zero (\$0.00) for these six Parcels. As shown on Appendix C, the sum of the Annual Payment for all Parcels in the Improvement District equals \$744,281.70, which is distributed amongst thirteen Parcels.

The Annual Payment to be billed and collected from the thirteen Parcels of Assessed Property in the Improvement District (as described above and shown on Appendix C), shall be billed on the City's annual real property tax bill and collected by the City as the property owner makes payment of the entire amount due (inclusive of the Annual Payment), as indicated on the real property tax bill.

VI - PREPAYMENTS OF THE ASSESSMENT

As of the date of this report, there has been no prepayment of the Assessment.

VII - TERMINATION OF THE ASSESSMENT

The Rate and Method specifies the following regarding the termination of the Assessment.

EXHIBIT A

“Except for any delinquent Annual Payments and related penalties and interest, the Assessment on each Parcel may not be collected for a term exceeding the earlier of (a) the final maturity of the Borrowings and (b) the date on which such Assessment is prepaid in full as provided for herein.”

The final maturity of the 2017 TIF Obligation is October 15, 2046. As indicated above, there have been no prepayments of the Assessment. As such, there has been no termination of the Assessment on any Parcel.

CONCLUSION

Appendix B-1, Appendix B-2 and Appendix C are shown on the following pages. There is no Appendix A.

EXHIBIT A

**Ballpark Village Municipal Improvement District
City of North Augusta, South Carolina**

Appendix B-1

ASSESSMENT PER PARCEL

Parcel	Tract	Assessment ¹	2022-2023 Assessment Year		Annual Payment
			Annual Parcel Assessment	Annual Parcel Credit	
007-17-02-001	ROW	\$0.00	\$0.00	\$0.00	\$0.00
007-18-05-003	A	\$0.00	\$0.00	\$0.00	\$0.00
007-18-05-002	A1	\$0.00	\$0.00	\$0.00	\$0.00
007-18-05-004	A2	\$470,510.70	\$18,599.56	(\$18,599.56)	\$0.00
007-18-05-005	Out of A1	\$0.00	\$0.00	\$0.00	\$0.00
007-18-05-006	Out of A1	\$730,141.42	\$28,862.92	(\$28,862.92)	\$0.00
007-18-05-007	Out of A1	\$119,576.51	\$4,726.93	(\$4,726.93)	\$0.00
007-18-05-008	Out of A1	\$2,550,965.56	\$100,841.16	(\$100,841.16)	\$0.00
007-14-19-001	B	\$1,555,868.27	\$61,504.38	(\$61,504.38)	\$0.00
007-18-05-009	Out of B	\$0.00	\$0.00	\$0.00	\$0.00
007-14-19-003	B1	\$0.00	\$0.00	\$0.00	\$0.00
007-14-19-002	B2	\$0.00	\$0.00	\$0.00	\$0.00
007-14-19-005	C	\$3,578,326.07	\$141,453.32	(\$11,360.16)	\$130,093.16
007-14-19-004	C1	\$0.00	\$0.00	\$0.00	\$0.00
007-14-19-007	D	\$2,143,944.53	\$72,244.87	(\$7,858.82)	\$64,386.05
007-14-19-006	D1	\$0.00	\$0.00	\$0.00	\$0.00
007-13-42-002	E	\$0.00	\$0.00	\$0.00	\$0.00
007-13-42-001	E1	\$0.00	\$0.00	\$0.00	\$0.00
007-17-02-005	Out of F	\$9,957,556.91	\$393,628.04	(\$318,685.42)	\$74,942.62
007-18-07-001	Out of F	\$0.00	\$0.00	\$0.00	\$0.00
007-17-02-008	G	\$1,358,774.24	\$50,870.75	(\$3,882.76)	\$46,987.99
007-18-06-001	G1	\$20,757.83	\$820.57	(\$24.70)	\$795.87
007-17-02-006	Out of H	\$277,660.17	\$7,558.54	(\$3,976.06)	\$3,582.48
007-17-02-009	Out of H	\$92,553.39	\$2,519.51	(\$1,728.72)	\$790.79
007-17-02-010	Out of H	\$92,553.39	\$2,519.51	(\$1,893.36)	\$626.15
007-17-02-011	Out of H	\$92,553.39	\$2,519.51	(\$1,893.36)	\$626.15
007-17-02-012	Out of H	\$92,553.39	\$2,519.51	(\$1,893.36)	\$626.15
007-17-02-013	Out of H	\$92,553.39	\$2,519.51	(\$1,893.36)	\$626.15
007-17-02-004	I	\$740,427.13	\$20,156.11	(\$1,632.68)	\$18,523.43
007-17-02-003	J	\$8,882,852.02	\$351,144.32	(\$351,144.32)	\$0.00
007-13-42-003	K	\$10,668,811.02	\$421,744.33	(\$20,069.62)	\$401,674.71
007-13-42-004	K1	\$0.00	\$0.00	\$0.00	\$0.00
007-18-05-001	L	\$0.00	\$0.00	\$0.00	\$0.00
007-17-02-007	L1	\$0.00	\$0.00	\$0.00	\$0.00
007-17-01-001	Riverfront strip	\$0.00	\$0.00	\$0.00	\$0.00
Land owned by SC DOT		\$0.00	\$0.00	\$0.00	\$0.00
Total		\$43,518,939.33	\$1,686,753.35	(\$942,471.65)	\$744,281.70

¹ This updated Appendix B-1 of the Assessment Roll has been prepared in accordance with the Rate and Method of Apportionment of Assessment for the Ballpark Village Municipal Improvement District and includes subdivisions of parcels through December 31, 2021.

EXHIBIT A

**Ballpark Village Municipal Improvement District
City of North Augusta, South Carolina**

Appendix B-2

ANNUAL ASSESSMENTS

Assessment Year	Annual Assessment
2022 - 2023	\$1,686,753.35
2023 - 2024	\$1,686,753.35
2024 - 2025	\$1,686,753.35
2025 - 2026	\$1,686,753.35
2026 - 2027	\$1,939,766.35
2027 - 2028	\$1,939,766.35
2028 - 2029	\$1,939,766.35
2029 - 2030	\$1,939,766.35
2030 - 2031	\$1,939,766.35
2031 - 2032	\$2,230,731.31
2032 - 2033	\$2,230,731.31
2033 - 2034	\$2,230,731.31
2034 - 2035	\$1,171,030.08
2035 - 2036	\$1,171,030.08
2036 - 2037	\$1,346,684.59
2037 - 2038	\$1,346,684.59
2038 - 2039	\$1,346,684.59
2039 - 2040	\$1,346,684.59
2040 - 2041	\$1,346,684.59
2041 - 2042	\$1,548,687.28
2042 - 2043	\$1,548,687.28
2043 - 2044	\$1,548,687.28
2044 - 2045	\$1,548,687.28
2045 - 2046	\$1,548,687.28
2046 - 2047	\$1,780,990.37
2047 - 2048	\$1,780,990.37
Total	\$43,518,939.33

EXHIBIT A

Appendix C to Annual Assessment Report for the 2022-2023 Assessment Year

Ballpark Village Municipal Improvement District
City of North Augusta, South Carolina

CALCULATION OF TAX REVENUES AND ANNUAL PAYMENT

Parcel	Tract	Annual Parcel Assessment	Appraised Value ¹	Incremental Assessed Value ²	Millage ³	Tax Revenues	Annual Parcel Credit	Annual Payment
007-17-02-001	ROW	\$0.00	\$0.00	\$0.00	\$0.2744	\$0.00	\$0.00	\$0.00
007-18-05-003	A	\$0.00	\$0.00	\$0.00	\$0.2744	\$0.00	\$0.00	\$0.00
007-18-05-002	A1	\$0.00	\$0.00	\$0.00	\$0.2744	\$0.00	\$0.00	\$0.00
007-18-05-004	A2	\$18,599.56	\$1,659,500.00	\$99,570.00	\$0.2744	\$27,322.01	\$18,599.56	\$0.00
007-18-05-005	Out of A1	\$0.00	\$0.00	\$0.00	\$0.2744	\$0.00	\$0.00	\$0.00
007-18-05-006	Out of A1	\$28,862.92	\$2,233,820.00	\$134,030.00	\$0.2744	\$36,777.83	\$28,862.92	\$0.00
007-18-05-007	Out of A1	\$4,726.93	\$823,310.00	\$49,400.00	\$0.2744	\$13,555.36	\$4,726.93	\$0.00
007-18-05-008	Out of A1	\$100,841.16	\$8,327,370.00	\$499,640.00	\$0.2744	\$137,101.22	\$100,841.16	\$0.00
007-14-19-001	B	\$61,504.38	\$10,351,010.00	\$621,060.00	\$0.2744	\$170,418.86	\$61,504.38	\$0.00
007-18-05-009	Out of B	\$0.00	\$0.00	\$0.00	\$0.2744	\$0.00	\$0.00	\$0.00
007-14-19-003	B1	\$0.00	\$0.00	\$0.00	\$0.2744	\$0.00	\$0.00	\$0.00
007-14-19-002	B2	\$0.00	\$0.00	\$0.00	\$0.2744	\$0.00	\$0.00	\$0.00
007-14-19-005	C	\$141,453.32	\$690,000.00	\$41,400.00	\$0.2744	\$11,360.16	\$11,360.16	\$130,093.16
007-14-19-004	C1	\$0.00	\$0.00	\$0.00	\$0.2744	\$0.00	\$0.00	\$0.00
007-14-19-007	D	\$72,244.87	\$477,250.00	\$28,640.00	\$0.2744	\$7,858.82	\$7,858.82	\$64,386.05
007-14-19-006	D1	\$0.00	\$0.00	\$0.00	\$0.2744	\$0.00	\$0.00	\$0.00
007-13-42-002	E	\$0.00	\$0.00	\$0.00	\$0.2744	\$0.00	\$0.00	\$0.00
007-13-42-001	E1	\$0.00	\$0.00	\$0.00	\$0.2744	\$0.00	\$0.00	\$0.00
007-17-02-005	Out of F	\$393,628.04	\$19,356,540.00	\$1,161,390.00	\$0.2744	\$318,685.42	\$318,685.42	\$74,942.62
007-18-07-001	Out of F	\$0.00	\$0.00	\$0.00	\$0.2744	\$0.00	\$0.00	\$0.00
007-17-02-008	G	\$50,870.75	\$235,750.00	\$14,150.00	\$0.2744	\$3,882.76	\$3,882.76	\$46,987.99
007-18-06-001	G1	\$820.57	\$1,500.00	\$90.00	\$0.2744	\$24.70	\$24.70	\$795.87
007-17-02-006	Out of H	\$7,558.54	\$241,500.00	\$14,490.00	\$0.2744	\$3,976.06	\$3,976.06	\$3,582.48
007-17-02-009	Out of H	\$2,519.51	\$105,000.00	\$6,300.00	\$0.2744	\$1,728.72	\$1,728.72	\$790.79
007-17-02-010	Out of H	\$2,519.51	\$115,000.00	\$6,900.00	\$0.2744	\$1,893.36	\$1,893.36	\$626.15
007-17-02-011	Out of H	\$2,519.51	\$115,000.00	\$6,900.00	\$0.2744	\$1,893.36	\$1,893.36	\$626.15
007-17-02-012	Out of H	\$2,519.51	\$115,000.00	\$6,900.00	\$0.2744	\$1,893.36	\$1,893.36	\$626.15
007-17-02-013	Out of H	\$2,519.51	\$115,000.00	\$6,900.00	\$0.2744	\$1,893.36	\$1,893.36	\$626.15
007-17-02-004	I	\$20,156.11	\$99,190.00	\$5,950.00	\$0.2744	\$1,632.68	\$1,632.68	\$18,523.43
007-17-02-003	J	\$351,144.32	\$44,798,250.00	\$2,687,900.00	\$0.2744	\$737,559.76	\$351,144.32	\$0.00
007-13-42-003	K	\$421,744.33	\$1,219,000.00	\$73,140.00	\$0.2744	\$20,069.62	\$20,069.62	\$401,674.71
007-13-42-004	K1	\$0.00	\$0.00	\$0.00	\$0.2744	\$0.00	\$0.00	\$0.00
007-18-05-001	L	\$0.00	\$0.00	\$0.00	\$0.2744	\$0.00	\$0.00	\$0.00
007-17-02-007	L1	\$0.00	\$0.00	\$0.00	\$0.2744	\$0.00	\$0.00	\$0.00
007-17-01-001	Riverfront strip	\$0.00	\$0.00	\$0.00	\$0.2744	\$0.00	\$0.00	\$0.00
Land owned by SC DOT		\$0.00	\$0.00	\$0.00	\$0.2744	\$0.00	\$0.00	\$0.00
Total		\$1,686,753.35	\$91,078,990.00	\$5,464,750.00		\$1,499,527.42	\$942,471.65	\$744,281.70

¹ As indicated on an Aiken County website on January 19, 2023 (excluding City owned parcels which are shown here to have an appraised value of zero).

² Reflects the assessed value of the parcel as indicated on an Aiken County website on January 19, 2023 (excluding City owned parcels which are shown here to have an assessed value of zero); in accordance with the Rate and Method of Apportionment of Assessment, the parcel's assessed value will equal the parcel's incremental assessed value.

³ Provided by the City of North Augusta and reflective of the 2022 tax year millage for Aiken County, Aiken County School District and the City of North Augusta.

RESOLUTION NO. 2023-07
A RESOLUTION AUTHORIZING THE CITY OF NORTH AUGUSTA TO
ENTER INTO A CONTRACT WITH THE AIKEN COUNTY PUBLIC
DEFENDERS' OFFICE FOR THE PROVISION OF REPRESENTATION OF
INDIGENT DEFENDANT IN THE MUNICIPAL COURT FOR THE CITY OF
NORTH AUGUSTA

WHEREAS, as a result of changes by the South Carolina Legislature, as part of the 2016 budget process, a proviso was placed within the budget that directed that the Public Defenders' Offices could not provide representation to indigent Defendants and the Municipal Courts of this State unless the City where the Municipal Court is held, enters into a Contract for Services with the Public Defenders' Office; and,

WHEREAS, as a result of such change, the City entered into a contract for the first six (6) months of 2016 with the Public Defenders' Office for the provision of services; and,

WHEREAS, the General Assembly has not made any changes to this requirement; and,

WHEREAS, the original six (6) month contract has expired; and,

WHEREAS, it is necessary that the City make arrangements for the continued provision of indigent defense in the Municipal Court; and,

WHEREAS, the City Council has determined that it would be appropriate to enter into a three (3) year contract with the Public Defenders' Office under the updated terms and conditions attached hereto.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of North Augusta, South Carolina that the contract attached hereto, marked as "Exhibit A" and incorporated by reference, with the Aiken County Public Defender's Office is hereby authorized.

BE IT FURTHER RESOLVED that the funding source for the cost related to this contract shall be the Justice and Law Division of the General Fund.

BE IT FURTHER RESOLVED that the City Administrator is authorized to execute any documents necessary for the finalization of this matter.

DONE, RATIFIED AND ADOPTED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH AUGUSTA, SOUTH CAROLINA, ON THIS _____ DAY OF FEBRUARY, 2023.

Britton S. Williams, Mayor

ATTEST:

Jamie Paul, City Clerk

EXHIBIT A

AGREEMENT FOR SERVICES

THIS AGREEMENT FOR SERVICES (the "Agreement"), is entered into between the CITY OF NORTH AUGUSTA (the "City") and the PUBLIC DEFENDER OF THE SECOND JUDICIAL CIRCUIT (the "Public Defender"), and those parties hereby agree to the following terms in consideration of the mutual benefits and promises to each party set forth hereinafter.

1. TERM OF AGREEMENT

The initial term of this Agreement shall commence on January 1, 2023, and shall expire on December 31, 2025, unless the parties mutually agree in writing to an extension of the term of this Agreement.

2. DELIVERY OF SERVICES

The Public Defender shall provide legal representation to indigent defendants in the City's Municipal Court who apply for and are found qualified to receive such services by the Aiken County Bond Court under the applicable laws and rules of court of the State of South Carolina after screening by the Aiken County Bond Court and the Public Defender to assess the applicant's qualifications for such services. The City's Municipal Court shall be provided a copy of each order appointing counsel to a defendant in the City's Municipal Court. The Public Defender and Judge of the City's Municipal Court shall consult with each other as needed to discuss how the appointment process might be improved or how to address concerns about appointments in specific cases.

3. BILLING AND PAYMENT

The Public Defender shall be compensated on a flat rate basis of Fourteen Thousand Five Hundred Twenty and No/100 Dollars (\$14,520.00) per year. This amount shall be paid in two (2) equal installments of Seven Thousand, Two Hundred and Sixty Dollars (\$7,260.00) at the end of each six-months (June 30 and December 31). **Payments shall be made payable to Aiken County Government and mailed to: P.O. Drawer 2247, Aiken, SC 29802; Attn: Roxana Sirk.** The Public Defender shall report all payments received under this Agreement to the Aiken County Finance Department.

EXHIBIT A

4. COORDINATION OF SERVICES

The person responsible for coordinating the services under this Agreement for the Public Defender is:

Name: Grant Gibbons
Title: Circuit Defender for 2nd Judicial Circuit
Phone: 803-642-1732
Email: ggibbons@aikenpd.com

The person responsible for coordinating the services under this Agreement for the City is:

Name: Donna Costello
Title: North Augusta Public Safety
Administrative Assistant
Phone: 803-441-4251
Email: DCostello@northaugusta.net

5. INSURANCE

At all times during every term of this Agreement, the Public Defender will be responsible for providing insurance coverages for its employees or agents providing the services that are the subject of this Agreement.

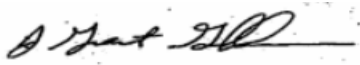
6. AMENDMENTS

This Agreement shall not be amended, altered, or changed except by a written agreement signed by both parties.

IN WITNESS WHEREOF, each party to this Agreement has caused it to be executed on its behalf by its authorized representative as of the date entered in the first paragraph on page 1 hereof.

**Public Defender of the Second
Judicial Circuit**

**City of North Augusta, South
Carolina**

By: 

By: _____

Name: Grant Gibbons

Name: James Clifford

Title: Circuit Defender

Title: City Administrator

Date: _____

Date: _____

RESOLUTION NO. 2023-08
A RESOLUTION AUTHORIZING REALLOCATION OF A PORTION OF THE FUNDING
ALLOCATION RECOMMENDATIONS OF THE ACCOMMODATIONS TAX ADVISORY
COMMITTEE FOR THE DISBURSEMENT OF REVENUES FROM THE
ACCOMMODATIONS TAX YEAR 2020-2021

WHEREAS, the City adopted Resolution 2021-49 with funding allocations for the disbursement of revenues from the accommodations tax year 2020-2021; and

WHEREAS, there remains \$35,567.14 in unspent funds from this accommodations tax year from uncompleted projects and events not held or revenue distributions less than originally anticipated; and

WHEREAS, the City is able to reallocate the unspent funds to other tourism-related projects with City Council approval; and

WHEREAS, the City's Parks, Recreation and Tourism Department (PRT) has identified and recommends completing the following tourism-related projects using the unspent accommodations tax revenues:

1. Detailed and deep cleaning, prep and new exterior wrapping (branding) of the PRT Activity Bus used for recreation-related transportation
2. Design, purchase and installation of "Visit North Augusta" branded pole flags to be flown in downtown North Augusta promoting the new tourism website
3. Improvements (construction, maintenance and/or operations) to the North Augusta Community Center, a facility for visitors, civic and cultural activities

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 all remaining funding for accommodations tax year 2020-2021 be reallocated to PRT for the projects outlined in this resolution, not to exceed \$35,567.14.

DONE, RATIFIED AND ADOPTED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH AUGUSTA, SOUTH CAROLINA, ON THIS _____ DAY OF FEBRUARY, 2023.

Briton Williams, Mayor

ATTEST:

Jamie Paul, City Clerk