



DISCUSSION ITEMS FOR APRIL 17, 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: April 14, 2023

SUBJECT: Regular City Council Meeting of April 17, 2023

REGULAR COUNCIL MEETING

ITEM 5. PROCLAMATIONS: Month of the Military Child

Mayor Williams will proclaim April 2023 as the Month of the Military Child.

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

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

Mayor Williams will recognize Leroy Kyler's Retirement.

ITEM 7. YOUTH APPRECIATION: Recognition of North Augusta High School Participants – Sponsored by the Optimist Club of North Augusta

The City of North Augusta, in conjunction with the North Augusta Optimist Club, sponsor Youth Appreciation Day. This program offers selected North Augusta High School senior students the opportunity to be recognized as honorary members of the North Augusta City Council and Leadership Team to learn more about city government. The morning begins with a welcome from Mayor Williams and a tour of many of the City's operational facilities.

The students will return at 5:45 p.m. along with their families to the Municipal Center to participate in the evening's regular City Council meeting. During the meeting, students will be seated with their counterparts on the dais and on the front rows. Mayor Williams will recognize the participants and make a special presentation.

Position	City Official	Honorary Member
Mayor	Briton S. Williams	Catherine Newman
Councilmember	J. Robert Brooks	Lauren Lusk
Councilmember	Pat C. Carpenter	Kinder Alexander
Councilmember	Jenafer F. McCauley	Josh Rodriguez
Councilmember	David W. McGhee	Tamia Jenkins
Councilmember	Eric H. Presnell	Emajae Prailow
Councilmember	Kevin W. Toole	Charles Baskett
City Administrator	James S. Clifford	Blake Jiunnies
Assistant City Administrator	Rachelle Moody	Carlos Betha
City Attorney	Kelly F. Zier	Ella Traxler
Chief Financial Officer	Lynda Williamson	Samantha Canchica Salazar
Director of Parks, Recreation, & Tourism	Richard L. Meyer	Kaeleigh Wingard
Director of Public Safety	John C. Thomas	Jessica Lawson
Director of Engineering & Public Works	Thomas C. Zeaser	Parker Pugh
Director of Planning and Development	Thomas L. Paradise	William Catoe
Director of Public Services	James E. Sutton	Marianna Davis
Manager of Human Resources (Interim)	Kayla Ferguson	Emma Carter
Manager of Information Technologies	Ricky Jones	William Sanders

OLD BUSINESS

ITEM 8. Ordinance No. 2023-08 Authorizing the Sale of Excess City Property on Riverside Boulevard, Parcels 007-15-03-001, 007-15-03-011, and 007-15-03-010 – Second Reading

An ordinance has been prepared for Council’s consideration to approve Authorizing the Sale of Excess City Property on Riverside Boulevard, Parcels 007-15-03-001, 007-15-03-011, and 007-15-03-010 – Second Reading.

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

NEW BUSINESS

ITEM 9. PUBLIC SERVICES: Resolution No. 2023-19 Authorizing the Purchase of Residential Recycling Containers from Otto Environmental Systems

A resolution has been prepared for Council's consideration to approve Authorizing the Purchase of Residential Recycling Containers from Otto Environmental Systems.

Please see [ATTACHMENT #9](#) for a copy of the proposed resolution.

ITEM 10. FINANCE: Ordinance No. 2023-09 Authorizing and Directing the City of North Augusta to Enter into an Intergovernmental Agreement Relating to South Carolina Local Revenue Services; to Participate in One or More Local Revenue Service Programs; to Execute and Deliver One or More Participant Program Supplements; and Other Matters Relating Thereto – First Reading

An ordinance has been prepared for Council's consideration to approve Authorizing and Directing the City of North Augusta to Enter into an Intergovernmental Agreement Relating to South Carolina Local Revenue Services; to Participate in One or More Local Revenue Service Programs; to Execute and Deliver One or More Participant Program Supplements; and Other Matters Relating Thereto – First Reading.

Please see [ATTACHMENT #10](#) for a copy of the proposed ordinance.

ITEM 11. ADMINISTRATION: Resolution No. 2023-13 Appointing Members to the Beautification Foundation Board of Directors

A resolution has been prepared for Council's consideration to approve Appointing Members to the Beautification Foundation Board of Directors.

Please see [ATTACHMENT #11](#) for a copy of the proposed resolution.

ITEM 12. ADMINISTRATION: Resolution No. 2023-14 Appointing Members to the Public Safety Foundation Board of Directors

A resolution has been prepared for Council's consideration to approve Appointing Members to the Public Safety Foundation Board of Directors.

Please see [ATTACHMENT #12](#) for a copy of the proposed resolution.

ITEM 13. PUBLIC SERVICES: Resolution No. 2023-15 Authorizing an Agreement with Valley Public Service Authority for Water Purchase and Wastewater Collection

A resolution has been prepared for Council's consideration to approve Authorizing an Agreement with Valley Public Service Authority for Water Purchase and Wastewater Collection.

Please see [ATTACHMENT #13](#) for a copy of the proposed resolution.

ITEM 14. ADMINISTRATION: Resolution No. 2023-16 To Certify Property Located at 210 Georgia Avenue (Tax Map Number 007-14-10-005) and 200 Georgia Avenue (Tax Map Number 007-14-10-006) in North Augusta as Abandoned Building Sites Pursuant to the South Carolina Abandoned Buildings Revitalization Act

A resolution has been prepared for Council's consideration to approve to Certify Property Located at 210 Georgia Avenue (Tax Map Number 007-14-10-005) and 200 Georgia Avenue (Tax Map Number 007-14-10-006) in North Augusta as Abandoned Building Sites Pursuant to the South Carolina Abandoned Buildings Revitalization Act.

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

ITEM 15. ADMINISTRATION: Resolution No. 2023-17 Authorizing Expenditure of Coronavirus State and Local Fiscal Recovery Funds – Expenditure Request 5

A resolution has been prepared for Council's consideration to approve Authorizing Expenditure of Coronavirus State and Local Fiscal Recovery Funds – Expenditure Request 5.

Please see ATTACHMENT #15 for a copy of the proposed resolution.

ITEM 16. PARKS, RECREATION, AND TOURISM: Resolution No. 2023-18 Authorizing the City of North Augusta to Enter into a Contract with Musco Lighting

A resolution has been prepared for Council's consideration to approve Authorizing the City of North Augusta to Enter into a Contract with Musco Lighting.

Please see ATTACHMENT #16 for a copy of the proposed resolution.



PROCLAMATION

Month of the Military Child

***WHEREAS**, the City of North Augusta wishes to pay tribute to the resilience and courage of our military children; over two million active duty, National Guard, Reserve, and children of veterans who did not make the choice to serve, but live each day supporting their brave parents; and*

***WHEREAS**, from a young age, children of service members sometimes endure long separations from their parents and shoulder the burdens of service. They spend holidays and milestones apart from those they love the most, or celebrate with only a short phone call or virtual chat from a faraway parent; and*

***WHEREAS**, the physical, social and emotional well-being of children in military families is essential to their success and has a direct impact on the strength of military families serving our country; and*

***WHEREAS**, by ensuring military children are safe and supported in our schools and communities, our men and women in uniform can focus on the challenges and missions they face in the line of duty; and*

***WHEREAS**, observing the Month of the Military Child demonstrates our support for military children who make daily sacrifices so their parents can keep our Nation safe.*

***NOW, THEREFORE**, I, Briton S. Williams, Mayor of the great city of North Augusta, do hereby proclaim April 2023 as the*

Month of the Military Child

to encourage all citizens of North Augusta to take time to honor our military youth and the family members who care for them.

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

ORDINANCE NO. 2023-08
AN ORDINANCE AUTHORIZING THE SALE OF EXCESS CITY PROPERTY ON
RIVERSIDE BOULEVARD, PARCELS 007-15-03-001, 007-15-03-011,
AND 007-15-03-010

WHEREAS, City Council previously authorized the City Administrator to solicit bids for the possible sale of city parcels 007-15-03-001, 007-15-03-011 and 007-15-03-010 with such bids to be via the City website; and

WHEREAS, the City has received a recent property appraisal by a Certified Appraiser for the State of South Carolina for the three (3) parcels with such appraisal value being determined to be \$390,000.00; and

WHEREAS, the bid solicitation issued by the City Administrator indicated that a minimum bid of \$390,000.00 would be required, with the City reserving the right to reject all bids; and

WHEREAS, one bid was received pursuant to the bid solicitation with such bid being in the amount of \$391,100.00. Said bid placed by Alcon Blue Capital, LLC; and

WHEREAS, the City Council has determined that it would be in the best interest of the City to sell the property as above identified; and

WHEREAS, the Council has determined that the \$391,100.00 bid proposal is satisfactory and should be accepted by the City, with such property being sold to Alcon Blue Capital, LLC.

NOW, THEREFORE, BE IT ORDAINED 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. That the Council agrees to the sale of the identified property for the purchase price of \$391,100.00.
2. That the City Administrator is authorized to enter into a specific Contract of Sale with Alcon Blue Capital, LLC for a purchase price of \$391,100.00.
3. That the City Administrator is authorized in conjunction with such Contract of Sale to negotiate matters related to closing costs and expenses and establish a specific date for the closing of such transaction.
4. That no real estate commission shall be paid in connection with the sale of such property.
5. That the net funds received from the sale of such properties are to be deposited into the Capital Project Fund.

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

First Reading 3/20/23

Briton S. Williams, Mayor

Second Reading 4/17/23

ATTEST:

Jamie Paul, City Clerk

RESOLUTION NO. 2023-19
A RESOLUTION AUTHORIZING THE PURCHASE OF RESIDENTIAL RECYCLING
CONTAINERS FROM OTTO ENVIRONMENTAL SYSTEMS

WHEREAS, the City of North Augusta provides recycling services to residential and commercial customers and recognizes the benefit of recycling programs which reduce the amount of waste placed into the County landfill; and

WHEREAS, the City desires to establish a residential curbside bin recycling collection program; and

WHEREAS, the City in accordance with its procurement code, sought bids for recycling bins; and

WHEREAS, the City received a low bid from Otto Environmental Systems totaling \$113,792 for the purchase of 11,200 eighteen gallon recycling bins; and

WHEREAS, the City will provide at no cost to residential customers one recycling bin for collection of recyclables.

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 purchase of recycling bins from Otto Environmental Systems not to exceed the total amount of \$113,792.

BE IT FURTHER RESOLVED that the funds for such expense 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 APRIL, 2023.

Briton S. Williams, Mayor

ATTEST:

Jamie Paul, City Clerk

ORDINANCE NO. 2023-09
AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY OF NORTH AUGUSTA TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT RELATING TO SOUTH CAROLINA LOCAL REVENUE SERVICES; TO PARTICIPATE IN ONE OR MORE LOCAL REVENUE SERVICE PROGRAMS; TO EXECUTE AND DELIVER ONE OR MORE PARTICIPANT PROGRAM SUPPLEMENTS; AND OTHER MATTERS RELATING THERETO

WHEREAS, the City of North Augusta (the “Municipality”) is authorized by S.C. Code Section 5-7-30 and Title 6, Chapter 1, Article 3 to impose a business license tax on gross income;

WHEREAS, under State law, certain business license taxes are applicable in a manner or at a rate that applies throughout the State (“Statewide Business License Taxes”);

WHEREAS, such Statewide Business License Taxes include without limitation the business license taxes applicable to insurers under Title 38, Chapter 7 of the S.C. Code; to brokers under Title 38, Chapter 45 of the S.C. Code; and to telecommunications companies under Title 58, Chapter 9, Article 20 of the S.C. Code;

WHEREAS, the Municipal Association of South Carolina (the “Association”) has previously established local revenue service programs in which the Association administers Statewide Business License Taxes on behalf of and for the benefit of participating municipalities;

WHEREAS, such local revenue service programs include a program known as the Insurance Tax Program (“ITP”) that administers business license taxes applicable to insurers under Title 38, Chapter 7 of the S.C. Code; a program known as the Brokers Tax Program (“BTP”) that administers business license taxes applicable to brokers under Title 38, Chapter 45 of the S.C. Code; and a program known as the Telecommunications Tax Program (“TTP”) that administers business license taxes applicable to telecommunications companies under Title 58, Chapter 9, Article 20 of the S.C. Code;

WHEREAS, the Municipality currently participates in ITP, BTP, and TTP;

WHEREAS, by Act No. 176 of 2020, known as the South Carolina Business License Tax Standardization Act and codified at S.C. Code Sections 6-1-400 to -420 (the “Standardization Act”), the South Carolina General Assembly imposed additional requirements and conditions on the administration of business license taxes;

WHEREAS, following the enactment of the Standardization Act, the Municipality enacted Ordinance No. 2021-20 on November 15th 2021, in order to comply with the requirements of the Standardization Act (the “Current Business License Ordinance”);

WHEREAS, in connection with the enactment of the Standardization Act and the adoption of locally compliant business license ordinances, the municipalities of the State have determined that it would be advisable and prudent to update the existing local revenue service programs;

WHEREAS, in particular, the municipalities of the State have determined to establish and join South Carolina Local Revenue Services (“LRS”) by intergovernmental agreement, which among other things will administer Statewide Business License Taxes on behalf of its participants,

including but not limited to by continuing to offer the services provided by the ITP, BTP, and TTP;

WHEREAS, Article VIII, Section 13(A) of the South Carolina Constitution provides that “(a)ny county, incorporated municipality, or other political subdivision may agree with the State or with any other political subdivision for the joint administration of any function and exercise of powers and the sharing of the costs thereof;”

WHEREAS, the City Council of the Municipality (the “Council”) now wishes to authorize and direct the Municipality to join LRS and to participate in one or more local revenue service programs;

NOW, THEREFORE, BE IT ORDAINED by the Mayor and Council of the City of North Augusta, as follows:

SECTION 1. Direction to Apply to and Join LRS. The form of the Local Revenue Services Agreement (the “Agreement”) pursuant to which a municipality may request to participate in LRS and, if approved, become a participant is attached hereto as Exhibit A. The City Administrator (the “Executive Officer”) is hereby authorized and directed to apply to participate in LRS. If the Municipality’s application is approved by LRS, then the Executive Officer shall execute and deliver a counterpart to the Agreement in substantially the form attached hereto. The Council hereby approves the terms and conditions of and agrees to comply with the Agreement upon the execution and delivery thereof by the Executive Officer.

SECTION 2. Participation in Local Revenue Service Programs. The Council determines that, if admitted to LRS, the Municipality will participate in the ITP, the BTP, and the TTP. The Executive Officer is hereby authorized and directed to execute and deliver any required Participant Program Supplements (as such term is defined in the Agreement) as may be necessary to participate in such local revenue service programs.

SECTION 3. Business License Taxes Applicable to Insurance Companies. Notwithstanding anything in the Current Business License Ordinance to the contrary, the following provisions shall apply to insurance companies subject to Title 38, Chapter 7 of the S.C. Code.

- a) Except as set forth below, “gross premiums” for insurance companies means gross premiums written for policies for property or a risk located within the municipality. In addition, “gross premiums” shall include premiums written for policies that are sold, solicited, negotiated, taken, transmitted, received, delivered, applied for, produced or serviced by (1) the insurance company’s office located in the municipality, (2) the insurance company’s employee conducting business within the municipality, or (3) the office of the insurance company’s licensed or appointed producer (agent) conducting business within the municipality, regardless of where the property or risk is located, provided no tax has been paid to another municipality in which the property or risk is located based on the same premium.
- b) As to fire insurance, “gross premiums” means gross premiums (1) collected in the municipality, and/or (2) realized from risks located within the limits of the municipality.
- c) As to bail bonds, “gross premiums” shall exclude any amounts retained by a licensed bail

bondsman as defined in Title 38, Chapter 53 of the S.C. Code for authorized commissions, fees, and expenses.

- d) Gross premiums shall include all business conducted in the prior calendar year. Gross premiums shall include new and renewal business without deductions for any dividend, credit, return premiums, or deposit.
- e) Solicitation for insurance, receiving or transmitting an application or policy, examination of a risk, collection or transmitting of a premium, adjusting a claim, delivering a benefit, or doing any act in connection with a policy or claim shall constitute conducting business within the municipality, regardless of whether or not an office is maintained in the municipality.
- f) The business license tax for insurance companies under Title 38, Chapter 7 of the S.C. Code shall be established at the rates set forth below. Declining rates shall not apply.

NAICS
Code

524113 **Life, Health, and Accident.** 2.0% of Gross Premiums.

524126 **Fire and Casualty.** 2.0% of Gross Premiums.

524127 **Title Insurance.** 2.0% of Gross Premiums.

- g) License taxes for insurance companies shall be payable on or before May 31 in each year without penalty. The penalty for delinquent payments shall be 5% of the tax due per month, or portion thereof, after the due date until paid.

SECTION 4. Business License Tax Applicable to Brokers. Title 38, Chapter 45 of the S.C. Code (the “Brokers Act”) establishes a blended premium tax rate applicable to brokers of 6 percent, comprising a 4 percent State premium tax and a 2 percent municipal premium tax, each to be collected by the South Carolina Department of Insurance. Pursuant to §§ 38-45-10 and 38-45-60 of the Brokers Act, the Municipal Association of South Carolina is designated the municipal agent for purposes of administration of the municipal broker’s premium tax.

SECTION 5. Business License Taxes Applicable to Telecommunication Companies.

- a) Notwithstanding any other provisions of the Current Business License Ordinance, the business license tax for “retail telecommunications services,” as defined in S. C. Code Section 58-9-2200, shall be at the maximum rate authorized by S. C. Code Section 58-9-2220, as it now provides or as provided by its amendment. Declining rates shall not apply.
- b) The business license tax year for retail telecommunications services shall begin on January 1 of each year. The business license tax for retail telecommunications services shall be due on January 1 of each year and payable by January 31 of that year, without penalty. The delinquent penalty shall be five percent (5%) of the tax due for each month, or portion thereof, after the due date until paid.

- c) In conformity with S.C. Code Section 58-9-2220, the business license tax for “retail telecommunications services” shall apply to the gross income derived from the sale of retail telecommunications services for the preceding calendar or fiscal year which either originate or terminate in the municipality and which are charged to a service address within the municipality regardless of where these amounts are billed or paid and on which a business license tax has not been paid to another municipality. The measurement of the amounts derived from the retail sale of mobile telecommunications services shall include only revenues from the fixed monthly recurring charge of customers whose service address is within the boundaries of the municipality. For a business in operation for less than one year, the amount of business license tax shall be computed on a twelve-month projected income.
- d) Nothing in this Ordinance shall be interpreted to interfere with continuing obligations of any franchise agreement or contractual agreement. All fees collected under such a franchise or contractual agreement shall be in lieu of fees or taxes which might otherwise be authorized by this Ordinance.

SECTION 6. No Exemption for Interstate Commerce. Properly apportioned gross income from interstate commerce shall be included in the gross income for every business subject to a business license tax.

SECTION 7. LRS to Appoint Business License Official and to Designate Appeals Board. Pursuant to the Agreement, LRS is hereby authorized to appoint one or more individuals (each, an “LRS Business License Official”) to act as the Municipality’s business license official for purposes of administering Statewide Business License Taxes. In addition, LRS is hereby authorized pursuant to the Agreement to designate an appeals board (the “Appeals Board”) for purposes of appeals arising with respect to such taxes. The LRS Business License Official so appointed and the Appeals Board so designated shall have all of the powers granted to the Municipality’s business license official and appeals board under the Current Business License Ordinance, except as may be modified by this ordinance.

SECTION 8. Appeals Process. With respect to the calculation, assessment, and collection of Statewide Business License Taxes, in lieu of the appeals process described in the Current Business License Ordinance, the following appeals process required by S.C. Code Section 6-1-410 shall apply:

- a) If a taxpayer fails or refuses to pay a Statewide Business License Tax by the date on which it is due, the LRS Business License Official may serve notice of assessment of the Statewide Business License Tax due on the taxpayer by mail or personal service. Within thirty days after the date of postmark or personal service, a taxpayer may request, in writing with reasons stated, an adjustment of the assessment. An informal conference between the LRS Business License Official and the taxpayer must be held within fifteen days of the receipt of the request, at which time the taxpayer may present any information or documents in support of the requested adjustment. Within five days after the conference, the LRS Business License Official shall issue a notice of final assessment and serve the taxpayer by mail or personal service with the notice and provide a form for any further

appeal of the assessment by the taxpayer.

- b) Within thirty days after the date of postmark or personal service, the taxpayer may appeal the notice of final assessment by filing a completed appeal form with the LRS Business License Official, by mail or personal service, and by paying to LRS in protest at least eighty percent of the business license tax based on the final assessment. The appeal must be heard and determined by the Appeals Board. The Appeals Board shall provide the taxpayer with written notice of the hearing and with any rules of evidence or procedure prescribed by the Appeals Board. The hearing must be held within thirty days after receipt of the appeal form unless continued to another date by agreement of the parties. A hearing by the Appeals Board must be held at a regular or specially called meeting of the Appeals Board. At the appeals hearing, the taxpayer and LRS have the right to be represented by counsel, to present testimony and evidence, and to cross-examine witnesses. The hearing must be recorded and must be transcribed at the expense of the party so requesting. The Appeals Board shall decide the assessment by majority vote. The Appeals Board shall issue a written decision explaining the basis for the decision with findings of fact and conclusions and shall inform the taxpayer of the right to request a contested case hearing before the Administrative Law Court. The written decision must be filed with the LRS Business License Official and served on the taxpayer by mail or personal service. The decision is the final decision of LRS on the assessment.
- c) Within thirty days after the date of postmark or personal service of LRS’s written decision on the assessment, a taxpayer may appeal the decision to the Administrative Law Court in accordance with the rules of the Administrative Law Court.

SECTION 9. Repealer, Effective Date. All ordinances in conflict with this ordinance are hereby repealed. This ordinance shall be effective on the date of final reading.

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

First Reading _____

Briton S. Williams, Mayor

Second Reading _____

ATTEST:

Jamie Paul, City Clerk

LOCAL REVENUE SERVICES AGREEMENT

THIS AGREEMENT, made and entered into this ____ day of _____ A.D., 20____, by and among the Municipal Association of South Carolina (the "Association") and all the parties who are now or may hereafter become participants ("Participants") in South Carolina Local Revenue Services, a division of the Association ("LRS"),

WITNESSETH:

WHEREAS, certain governmental functions may be more efficiently and effectively provided in cooperation with other governments, particularly when the sharing of such functions may deliver economies of scale, avoid redundancies in staffing, facilitate intergovernmental communication and coordination, benefit the citizens and taxpayers of the State by offering single points of contact, and allow retention of highly trained and specialized staff or private contractors in situations in which it would not be cost effective for a single government to retain such professionals;

WHEREAS, Article VIII, sec. 13 of the South Carolina Constitution provides that any incorporated municipality "may agree with . . . any other political subdivision for the joint administration of any function and exercise of powers and the sharing of the costs thereof," and that "[n]othing in this Constitution may be construed to prohibit the State or any of its counties, incorporated municipalities, or other political subdivisions from agreeing to share the lawful cost, responsibility, and administration of functions with any one or more governments, whether within or without this State;"

WHEREAS, S.C. Code § 4-9-41(A) provides that any "incorporated municipality ... may provide for the joint administration of any function and exercise of powers as authorized by Section 13 of Article VIII of the South Carolina Constitution;"

WHEREAS, certain municipalities in the State have determined that it would be effective and efficient to jointly perform certain functions, including without limitation the business license functions more fully described below;

WHEREAS, LRS is a division of the Association and a committee of the board of directors of the Association and will establish or continue one or more Revenue Service Programs (as hereinafter defined); and

WHEREAS, the Participants, through action of their respective governing bodies, have elected to comply with the conditions of this Agreement and to authorize LRS to perform the functions and exercise the powers herein described;

NOW, THEREFORE, for and in consideration of the mutual covenants, promises, and obligations herein contained, which are given to and accepted by each signatory hereof to the other, the parties hereto agree as follows:

Section 1. Definitions. As used in this Agreement, the following terms shall have the meanings set forth below:

- (a) "Appeals Board" means the board created pursuant to Section 8 hereof for purposes of hearing and determining appeals under this Agreement.
- (b) "Association" means the Municipal Association of South Carolina.
- (c) "Gross Proceeds" means, with respect to any Revenue Service Program and for any period of calculation, the total amount of Impositions collected by LRS during such period.
- (d) "Imposition" means any tax, fee, rate, charge, fine, penalty, or interest charge that has been lawfully imposed by a Participant and for which a Revenue Service Program has been established. Such Impositions include, without limitation, Statewide Business License Taxes.
- (e) "LRS" means South Carolina Local Revenue Services, established by this Agreement.
- (f) "LRS Board of Directors" means the board of directors of LRS.
- (g) "LRS Business License Official" shall mean the person designated from time to time by the LRS Board of Directors to act as the business license official (as such term is used in S.C. Code §§ 6-1-400 to -420) with respect to one or more Revenue Service Programs. The LRS Board of Directors may, but need not, designate different persons as the LRS Business License Official for different Revenue Service Programs.
- (h) "Participant" means a local government that has become a participant in LRS by applying to LRS for admission and, if approved, accepting the terms of participation in LRS by ordinance and signing this Agreement in counterpart.
- (i) "Net Proceeds" means, with respect to any Revenue Service Program and for any period of calculation, the amount of Gross Proceeds that remain for distribution to Participants after the payment of operation and maintenance expenses (including, without limitation, LRS's compensation) for such period.
- (j) "Revenue Service Programs" means any one or more programs established or continued by LRS to administer, assess, collect, and enforce Impositions. Such Revenue Service Programs may include, without limitation, programs for the administration, assessment, collection, and enforcement of Statewide Business License Taxes.
- (k) "S.C. Code" means the South Carolina Code of Laws of 1976, as amended.
- (l) "State" means the State of South Carolina.
- (m) "Statewide Business License Taxes" means business license taxes that, pursuant to the S.C. Code, are applicable in a manner or at a rate that applies throughout the State. Such business license taxes include without limitation the business license taxes applicable to insurers under Title 38, Chapter 7 of the S.C. Code; to brokers under Title 38, Chapter 45 of the S.C. Code; to telecommunications companies under Title 58, Chapter 9, Article 20 of the S.C. Code; and such other business license taxes as may now or hereafter be made

applicable throughout the State in a manner or at a rate that has been established by State law.

Section 2. Authorization of LRS. The municipalities that are initial signatories hereto do hereby establish LRS and authorize it to perform the functions and exercise the powers described in this Agreement. The functions to be performed hereunder are more specifically described in Section 5 below and the powers to be exercised are more specifically described in Section 6 below. The Participants, regardless of their respective dates of admission to LRS, further agree as follows:

- (a) The functions and powers described in this Agreement would be more efficiently and effectively performed and exercised in cooperation with other governments through LRS;
- (b) The Participants shall comply with the conditions of this Agreement and, by joining LRS, shall jointly perform the functions and exercise the powers herein described by contract with LRS.

Section 3. Participation. The right to participate in LRS shall be limited to local governments within the State. A qualifying entity may become a Participant by applying to LRS for admission and, if approved, accepting the terms of participation in LRS by ordinance and signing this Agreement in counterpart. LRS shall be sole judge of whether an applicant shall be admitted as a Participant. A Participant may be suspended or expelled by the LRS Board of Directors from LRS, provided that such suspension or expulsion shall not be effective until 30 days after written notice of suspension or expulsion has been mailed to it.

Section 4. LRS Board of Directors. LRS shall be governed by a Board of Directors containing five Directors. The members of the Association's Executive Committee (comprising the President, First Vice President, Second Vice President, Third Vice President, and Immediate Past President of the Association) shall serve *ex officio* as Directors of LRS, with terms of office coterminous with their terms as officers of the Association. The President of the Association, or in his or her absence the First Vice President of the Association, shall serve as chair at meetings of the LRS Board of Directors. With respect to LRS's officers, the members of the LRS Board of Directors shall occupy the same offices as they do with respect to the Association.

Section 5. Functions of LRS. LRS may, and at the direction of and subject to the control of the LRS Board of Directors shall, establish or continue one or more Revenue Service Programs including, without limitation, for the administration, assessment, collection, and enforcement of Statewide Business License Taxes and other Impositions related to Statewide Business License Taxes. LRS's functions with respect to the Revenue Service Programs shall include, without limitation, training employees; developing resources to assist business license functions; making necessary investigations into entities or individuals subject to Impositions; developing databases for the application, calculation, allocation, and distribution of Impositions; establishing procedures for determining and calculating the amounts due as Impositions; communicating with entities or individuals subject to Impositions; collecting current and delinquent Impositions; initiating, defending, managing, resolving, and settling disputes or litigation matters that affect more than

one Participant; and acquiring, licensing, developing, improving, maintaining, and protecting software and other information technology infrastructure.

Section 6. Powers of LRS. LRS shall have the following powers:

- (a) adopt bylaws for the regulation of its affairs and the conduct of its business and prescribe rules and policies and promulgate regulations in connection with the performance of its functions and duties;
- (b) adopt an official seal and alter it at its pleasure;
- (c) maintain an office at a place it determines;
- (d) sue and be sued in its own name and plead and be impleaded;
- (e) require documentation of amounts due from taxpayers, including without limitation by requiring reconciliation reports in which the taxpayer provides sufficient information to verify whether revenues of the taxpayer are appropriate for exclusion as non-municipal revenues and to determine the proper allocation of Impositions among Participants;
- (f) receive, administer, and comply with the conditions and requirements of a gift, grant, or donation of property or money;
- (g) acquire by purchase, lease, gift, or otherwise, or obtain options for the acquisition of, any property, real or personal, improved or unimproved, including an interest in land less than the fee thereof in conformity with state law;
- (h) sell, lease, exchange, transfer, mortgage, or otherwise dispose of, or grant options for any such purposes with respect to, any real or personal property or interest therein in conformity with state law;
- (i) make and execute contracts, agreements, or other undertakings with such agents, service contractors, persons, firms, corporations, and attorneys as it deems appropriate to perform its functions and exercise its powers;
- (j) acquire, license, develop, improve, maintain, and protect software and other information technology infrastructure;
- (k) employ professionals, support staff, attorneys, appraisers, financial advisors, and other consultants and employees as required in the judgment of LRS and fix and pay their compensation from funds available to LRS for that purpose;
- (l) transact any lawful business that will aid the purposes and functions of LRS;
- (m) make payments or donations, or do any other act, not inconsistent with law, that furthers the business and affairs of LRS; and
- (n) do all things necessary or convenient, not inconsistent with law, to further the activities and affairs of LRS

Section 7. Attorney-in-Fact Designation; Dispute Resolution and Conduct of Litigation. Each Participant hereby appoints LRS and its designees as its agent and attorney-in-fact to act on its behalf with respect to Impositions. As agent and attorney-in-fact, LRS shall be fully empowered to initiate, defend, manage, resolve, and settle any disputes or litigation (whether in its own name or in the name of the Participants) relating to Impositions owing or payable to one or more Participants; to pay all expenses, costs, and judgments that might be incurred against LRS when acting on behalf of its Participants for communication, investigation, negotiation, enforcement, defense, or settlement with respect to Impositions; and to take all other actions as may be necessary to administer, collect, investigate, enforce, and implement the Revenue Service Programs. Each Participant, pursuant to Rule 17 of the S. C. Rules of Civil Procedure and Rule 17 of the Federal Rules of Civil Procedure, specifically acknowledges the standing of LRS to prosecute a civil action for collection in its behalf and hereby ratifies any such action that LRS may commence.

The LRS Board of Directors may, by majority vote, authorize a third party (including without limitation the Association) to act as attorney-in-fact to the same extent as set forth in this section on behalf of the Participants.

LRS's authority to initiate, defend, manage, resolve, and settle disputes and litigation shall be subject to the following terms and conditions:

- (a) If, with respect to any particular dispute, a proposed compromise or settlement would reduce the amount asserted by LRS to be payable to an individual Participant by more than ten percent (10%) of the total amount remitted by LRS to such Participant in the immediately preceding year for the relevant Revenue Service Program, then, notwithstanding subsections 7(b) and 7(c) below, LRS shall be required to secure the written consent of such Participant before compromising or settling such dispute with respect to such Participant. Otherwise, LRS shall be entitled to compromise or settle such dispute on behalf of each Participant without further authorization by such Participants beyond that contained herein.
- (b) Any proposed compromise or settlement that would result in a reduction of \$100,000 or less from the amount originally claimed to be due and owing by LRS may be approved or denied by LRS without separate approval by the LRS Board of Directors. The LRS Board of Directors shall, by appropriate action from time to time, designate one or more staff members or contractual counterparties who are authorized to compromise or settle such disputes.
- (c) Any proposed compromise or settlement that would result in a reduction of more than \$100,000 from the amount originally claimed to be due and owing by LRS must be approved or denied by the LRS Board of Directors.

- (d) Any proposed compromise or settlement that would result in a waiver of penalties, interest, late charges, or other amounts owing due to late payment of an Imposition must be approved or denied by the LRS Board of Directors.

Section 8. Appeals Process. The Participants acknowledge that, pursuant to local ordinances, regulations, and rules, each Participant has its own procedures by which matters relating to the calculation, assessment, and collection of business license taxes may be appealed. With respect to Impositions subject to this Agreement, however, each Participant has enacted a local ordinance by which appeals relating to such Impositions are excluded from the otherwise applicable local ordinance. Each Participant agrees that the appeals process described in this Section shall apply to all appeals relating to Impositions subject to this Agreement. Each Participant hereby consents to the adoption of the appeals process described in this Section; specifically declares its intention that such appeals process shall be deemed an exception to its otherwise applicable local ordinances, regulations, and rules; and agrees that it has or will approve such appeals process by appropriate local action.

- (a) There is hereby created a board for purposes of hearing appeals pursuant to this Section (the "Appeals Board"). The Appeals Board shall contain three members. The President of the Association, the Executive Director of the Association, and the President of the South Carolina Business Licensing Officials Association ("BLOA") shall each serve *ex officio* as members of the Appeals Board, with terms of office coterminous with their terms as officers of the Association or BLOA, as appropriate. The President of the Association, or in his or her absence the Executive Director of the Association, shall serve as chair at meetings of the Appeals Board.
- (b) With respect to the calculation, assessment, and collection of Impositions, the following appeals process, as required by Section 6-1-410, shall apply.
- (1) If a taxpayer fails or refuses to pay an Imposition by the date on which such Imposition is due, the LRS Business License Official may serve notice of assessment of the Imposition due on the taxpayer by mail or personal service. Within thirty days after the date of postmark or personal service, a taxpayer may request, in writing with reasons stated, an adjustment of the assessment. An informal conference between the LRS Business License Official and the taxpayer must be held within fifteen days of the receipt of the request, at which time the taxpayer may present any information or documents in support of the requested adjustment. Within five days after the conference, the LRS Business License Official shall issue a notice of final assessment and serve the taxpayer by mail or personal service with the notice and provide a form for any further appeal of the assessment by the taxpayer.
- (2) Within thirty days after the date of postmark or personal service, the taxpayer may appeal the notice of final assessment by filing a completed appeal form with the LRS Business License Official, by mail or personal service, and by paying to LRS

in protest at least eighty percent of the business license tax based on the final assessment. The appeal must be heard and determined by the Appeals Board. The Appeals Board shall provide the taxpayer with written notice of the hearing and with any rules of evidence or procedure prescribed by the Appeals Board. The hearing must be held within thirty days after receipt of the appeal form unless continued to another date by agreement of the parties. A hearing by the Appeals Board must be held at a regular or specially called meeting of the Appeals Board. At the appeals hearing, the taxpayer and LRS have the right to be represented by counsel, to present testimony and evidence, and to cross-examine witnesses. The hearing must be recorded and must be transcribed at the expense of the party so requesting. The Appeals Board shall decide the assessment by majority vote. The Appeals Board shall issue a written decision explaining the basis for the decision with findings of fact and conclusions and shall inform the taxpayer of the right to request a contested case hearing before the Administrative Law Court. The written decision must be filed with the LRS Business License Official and served on the taxpayer by mail or personal service. The decision is the final decision of LRS on the assessment.

- (3) Within thirty days after the date of postmark or personal service of LRS's written decision on the assessment, a taxpayer may appeal the decision to the Administrative Law Court in accordance with the rules of the Administrative Law Court.

Section 9. LRS May Be Separately Organized. Hereafter, the LRS Board of Directors may determine, for corporate governance, recordkeeping, and operational purposes, that LRS should be established as a separate entity, either under the South Carolina Nonprofit Corporation Act, currently codified at Title 33, Chapter 31 of the S.C. Code, or otherwise. If the LRS Board of Directors so determines, it may take all such actions as may be necessary to organize LRS as a separate entity without further approval by the Participants, provided that such organization shall not otherwise vary or modify the terms of this Agreement except to the extent necessary to reflect the new organizational structure of LRS.

Section 10. Participation in a Revenue Service Program. A Participant may elect to participate in a Revenue Service Program by signing and delivering a separate supplement to this Agreement with respect to such Revenue Service Program (each, a "Participant Program Supplement"). The Participant Program Supplements shall be substantially identical within each Revenue Service Program. The form of the Participant Program Supplement is attached hereto as Appendix A.

Section 11. Collection of Impositions; Distributions; Payment for Services; Prohibition on Lobbying Activity.

- (a) LRS shall collect, subject to the Participant Program Supplements, all Impositions subject to this Agreement.

- (b) The Participants will compensate LRS for its services. Initially, such compensation shall be in the amount of four percent of Gross Proceeds collected for the benefit of each Participant within each Revenue Service Program, subject to any volume discount approved from time to time by the LRS Board of Directors, together with any interest earned on funds held on deposit prior to disbursement. The Participants acknowledge that this amount represents operating expenses payable to LRS for services rendered. For accounting and recordkeeping purposes, LRS will apply this rate to each Participant separately within each Revenue Service Program. Hereafter, and notwithstanding Section 13 below, the LRS Board of Directors by majority vote may amend the compensation method by giving notice to all participating Participants at least ninety days prior to the effective date of such amendment. Such amendment shall become effective after the ninety-day notice period with respect to each Participant without further action by such Participant, provided that such Participant may withdraw from participation at any time within ninety days after notice of the amendment is provided.
- (c) LRS will regularly, and not less than once in each calendar quarter, distribute the Net Proceeds to Participants.
- (d) No funds or personnel of LRS may be used or employed to influence any election; support or oppose any partisan organization; support or oppose the enactment, repeal, or modification of any federal or state legislation; or seek to influence any federal or state local government officials in the discharge of their official functions.

Section 12. Fiscal Year. LRS shall operate on a fiscal year from 12:01 a.m. January 1 of each year to 12:00 midnight December 31 of the succeeding year (the "LRS Year"). Application for participation, when approved in writing by LRS shall constitute a continuing contract for each succeeding LRS Year unless cancelled by LRS.

Section 13. Amendment. This Agreement may be amended by an agreement executed by those Participants constituting a majority of the Participants in LRS during the current LRS Year. In lieu of this amendment procedure, the Participants hereby appoint a 4/5 majority (i.e., at least four Directors) of the LRS Board of Directors agents to make any amendments to this Agreement that would not fundamentally alter the contemplated arrangement. Written notice of any amendment proposed for adoption by the LRS Board of Directors shall be mailed to each Participant not less than 30 days in advance. Written notice of amendments finally adopted by the LRS Board of Directors shall be mailed to each Participant not more than 30 days after adoption.

Section 14. Terms Applicable on Admission. Any entity that formally applies to participate in LRS and is accepted by LRS shall thereupon become a party to this Agreement and be bound by all of the terms and conditions hereof. A Participant may withdraw from participation by delivery of written notice of withdrawal at least 90 days prior to the end of an LRS Year, to be effective as of the end of such LRS Year.

Section 15. Term; Dissolution. LRS has been established with the bona fide intention that it shall be continued in operation indefinitely and that the contributions to LRS shall continue for an indefinite period. However, the LRS Board of Directors reserves the right at any time to terminate LRS by a written instrument to that effect executed by at least four-fifths (4/5) of the members of the LRS Board of Directors. Such written termination notice shall be delivered to each Participant no less than 120 days prior to the effective date of termination. In the event of such termination, Participant contributions shall cease as of the date of termination and the assets then remaining in the fund shall continue to be used and applied, to the extent available, for the (a) payment of claims arising prior to such termination and (b) payment of reasonable and necessary expenses incurred in such termination. Any monies or other assets thereafter remaining in LRS shall be distributed pro rata to the Participants in LRS as of the day of termination. In no event shall any such assets be returned or distributed to any individual. Upon such termination, the LRS Board of Directors shall continue to serve for such period of time and to the extent necessary to effectuate termination of LRS.

[signatures appear on following page]

IN WITNESS WHEREOF, the Participants listed below acknowledge their participation in LRS and acceptance of obligations thereunder, by the due execution hereof, following appropriate governmental body approval, by its mayor or other duly authorized official. Further, LRS has caused these presents to be signed by its President and attested by its Vice President.

MUNICIPAL ASSOCIATION OF SOUTH CAROLINA

B. Todd Glover, Executive Director

**LOCAL REVENUE SERVICES, A DIVISION OF THE
MUNICIPAL ASSOCIATION OF SOUTH CAROLINA**

Mayor Rick Osbon, President of LRS

ATTEST:

Mayor Barbara Blain-Bellamy, Vice President of LRS

PARTICIPANT SIGNATURE PAGE

CITY OF NORTH AUGUSTA, SOUTH CAROLINA

James S. Clifford, City Administrator

ATTEST:

Name: Jamie Paul, City Clerk of North Augusta

APPENDIX A: FORM OF PARTICIPANT PROGRAM SUPPLEMENT

WHEREAS, the City of North Augusta (the "Municipality") has applied for and been approved to participate in South Carolina Local Revenue Services ("LRS");

WHEREAS, the Municipality has executed a counterpart of the Local Revenue Services Agreement (the "Agreement") by and among itself and all other participants in LRS;

WHEREAS, capitalized terms used and not otherwise defined herein have the meaning given to such terms in the Agreement;

WHEREAS, pursuant to the Agreement, LRS has established Revenue Service Programs for Statewide Business Licenses and other Impositions; and

WHEREAS, the Municipality now desires to agree to participate in one or more Revenue Service Programs;

NOW, THEREFORE, the Municipality hereby agrees with LRS as follows:

Section 1. Participation in Revenue Service Programs. The Municipality hereby elects and agrees to participate in the following Revenue Service Programs: ITP, BTP, and TTP.

Section 2. Term. This Participant Program Supplement is effective until December 31, 2023, and shall continue from year-to-year thereafter until terminated by either party upon notice delivered in writing given at least 90 days prior to the next upcoming December 31.

Section 3. Payment for Services. The Municipality agrees that it will compensate LRS for its services as set forth in the Agreement. Initially, such compensation shall be in the amount of four percent of Gross Proceeds collected for the benefit of the Municipality within each Revenue Service Program, subject to any volume discount approved from time to time by the LRS Board of Directors, together with any interest earned on funds held on deposit prior to disbursement. The Municipality acknowledges that this amount represents operating expenses payable to LRS for services rendered. For accounting and recordkeeping purposes, LRS will apply this rate to the Municipality separately within each Revenue Service Program.

Section 4. Expenses; Fund Accounting. (a) The rate for services established herein shall be inclusive of all administrative expenses of LRS, except legal expenses incurred in connection with the services rendered. Legal expenses incurred by LRS are not included in the base rate and shall be prorated to all Participants in direct relationship to the disbursements of the Revenue Service Program to which the legal expenses relate.

(b) LRS will deposit all funds received in an appropriate account for which accurate records will be maintained. Business license taxes collected for the Municipality, less the service charge herein agreed to, will be disbursed to the Municipality on or before March 1 of each calendar year and thereafter as remaining collections permit.

Section 5. Special Provisions for BTP. (a) Pursuant to Title 38, Chapter 45 of the South Carolina Code of Laws (the "Brokers Insurance Statute"), the Municipality designates the Municipal

Association of South Carolina as the municipal agent to act on behalf of the municipality for the purposes of the Brokers Insurance Statute.

(b) The Brokers Insurance Statute governs the receipt from the South Carolina Department of Insurance (“DOI”) and distribution to the Municipality of all municipal premium taxes from brokers for non-admitted surplus lines insurance. Upon receipt of the taxes from the DOI, LRS will deposit all funds received in an appropriate account for which accurate records will be maintained. Taxes will be disbursed to the Municipality, less the service charge herein agreed to, as collections permit.

RESOLUTION NO. 2023-13
A RESOLUTION APPOINTING MEMBERS TO THE BEAUTIFICATION FOUNDATION
BOARD OF DIRECTORS

WHEREAS, during the December 19, 2022 City Council study session, Mayor and Council passed Resolution 2022-60 to establish a non-profit charitable corporation called the North Augusta Beautification Foundation (Foundation); and

WHEREAS, the Foundation is an organization, independent from the City, under the leadership of a Board of Directors (Board) with advisement from municipal employees regarding community needs and information; and

WHEREAS, the Board shall consist of seven members, all residents of the City of North Augusta, and two of which are members of Council; and

WHEREAS, Board members shall be appointed by the Mayor with concurrence of the Council; and

WHEREAS, the Board shall establish the Bylaws under which the Foundation will operate.

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 a board of directors comprised of the following individuals is hereby established for the purpose of managing the North Augusta Beautification Foundation:

Briton Williams, Mayor
Pat Carpenter, Councilmember
Laura Kilburn, Resident
Sheryl Wendzik, Resident
Brian Wendzik, Resident
Robyn Hooker, Resident
Trina Mackie, Resident

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

Briton Williams, Mayor

ATTEST:

Jamie Paul, City Clerk

RESOLUTION NO. 2023-14
A RESOLUTION APPOINTING MEMBERS TO THE PUBLIC SAFETY FOUNDATION
BOARD OF DIRECTORS

WHEREAS, during the December 19, 2022 City Council study session, Mayor and Council passed Resolution 2022-59 to establish a non-profit charitable corporation called the North Augusta Public Safety Foundation (Foundation); and

WHEREAS, the Foundation is an organization, independent from the City, under the leadership of a Board of Directors (Board) with advisement from municipal employees regarding community needs and information; and

WHEREAS, the Board shall consist of seven members, all residents of the City of North Augusta, and two of which are members of Council; and

WHEREAS, Board members shall be appointed by the Mayor with concurrence of the Council; and

WHEREAS, the Board shall establish the Bylaws under which the Foundation will operate.

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 a Board of Directors comprised of the following individuals is hereby established for the North Augusta Public Safety Foundation:

David McGhee, Councilmember
Jenafer McCauley, Councilmember
Lisa Izlar, Resident
Becky Deardon, Resident
Jason Payne, Resident
Butch Fagan, Resident
Mike Ward, Resident

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

Briton Williams, Mayor

ATTEST:

Jamie Paul, City Clerk

RESOLUTION NO. 2023-15
A RESOLUTION AUTHORIZING AN AGREEMENT WITH VALLEY PUBLIC SERVICE
AUTHORITY FOR WATER PURCHASE AND WASTEWATER COLLECTION

WHEREAS, the City of North Augusta and Valley Public Service Authority (VPSA) are both authorized to provide water service and wastewater collection service to residential and commercial customers within their respective service territories as established by the State of South Carolina; and

WHEREAS, a new mixed-use development is proposed at 1001 Old Aiken Road, at the intersection of US-1, on parcel numbers 013-12-01-001 and 013-12-01-002; and

WHEREAS, the proposed development is not currently located in the City limits of North Augusta, nor is it currently contiguous to City limits; and

WHEREAS, the proposed development is located within VPSA's service territory and the development will be a water and wastewater customer of VPSA; and

WHEREAS, due to the City's water and wastewater infrastructure's adjacent proximity to the proposed development, the City has been asked by VPSA to undertake, and be reimbursed for, certain water and wastewater system improvements to expand its system and allow for the proposed development to connect to City's utility system; and

WHEREAS, after the installation of the infrastructure, VPSA shall be a utility customer of the City for purchasing of water and conveyance of wastewater through the City's utility system; and

WHEREAS, VPSA also agrees to purchase capacity from the City to transport wastewater to County Public Service Authority Wastewater Treatment Facility to accommodate the wastewater from the development; and

WHEREAS, a Water Purchase and Wastewater Collection agreement between the City and VPSA for water and wastewater service at this development has been prepared and said contract is attached hereto.

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

1. It would be beneficial for the City of North Augusta to enter into a contract to provide water and wastewater service to Valley Public Service Authority for the purposes of the development at 1001 Old Aiken Road.
2. The property owner of the proposed development shall be required to sign an Annexation Agreement prior to the City's execution of the contract with VPSA.

3. Upon receipt of the signed Annexation Agreement, the City Administrator is authorized to sign the contract attached hereto on behalf of the City of North Augusta, to receive payments, and to sign all other documents related thereto.

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

Briton S. Williams, Mayor

ATTEST:

Jamie Paul, City Clerk

WATER PURCHASE AND WASTEWATER COLLECTION AGREEMENT

This **WATER PURCHASE AND WASTEWATER COLLECTION AGREEMENT** (this “Agreement”) is entered into this ___ day of _____, 2023 by and between **VALLEY PUBLIC SERVICE AUTHORITY** (“VPSA”), a special purpose district and a political subdivision of the State of South Carolina and the **CITY OF NORTH AUGUSTA, SOUTH CAROLINA** (the “City”), a body corporate and politic and municipality of the State of South Carolina (each a “Party” together the “Parties”).

RECITALS

A. VPSA was originally created under Act No. 476 of the Acts and Joint Resolutions of the General Assembly of the State of South Carolina for the year 1969, as amended, and is duly authorized and empowered to acquire, construct, operate, maintain, improve, and extend facilities to provide water service and sewage collection and disposal service within its authorized service territory.

B. The City provides water and wastewater collection services in its service territory in and around its municipal boundary and as part of its wastewater collection system owns and operates two lift stations located at Todd Avenue and Carolina Springs Road.

C. A new mixed use development will be located at 1001 Old Aiken Road, North Augusta, SC 29841 as shown more particularly on **Exhibit A** attached hereto (the “Development”). The Development is located in VPSA’s service territory and VPSA will provide water and sewer service to the Development. VPSA shall purchase water from the City and will send the wastewater from the Development to the City’s wastewater collection system pursuant to the terms and conditions of this Agreement.

D. In order for the City to take the wastewater from the Development the City will undertake certain water and sewer system improvements. The City shall be reimbursed for certain costs for these improvements by VPSA who, in turn, will be reimbursed for certain costs by Turner Development, LLC (the “Developer”). VPSA also agrees to purchase capacity from the City to transport wastewater to County Public Service Authority Wastewater Treatment Facility located at 70 PSA Road, Beech Island, SC 29842 (the “Aiken County Wastewater Treatment Facility”) to accommodate the wastewater from the Development.

NOW, THEREFORE, in consideration of the mutual promises contained herein the parties agree as follows:

Section 1. VPSA to Provide Water and Sewer Service to the Development. VPSA shall provide water and sewer service to the Development in compliance with applicable standards, terms and conditions for such service from VPSA as amended from time to time. VPSA shall send all wastewater collected from the Development to the City for transport to the Aiken County Wastewater Treatment Facility. VPSA shall bill customers in the Development for water and sewer service as it does all similarly situated customers and reserves the right to terminate service for lack of payment pursuant to its standard terms and conditions.

Section 2. City to Improve Certain Sewer System Infrastructure; VPSA to Reimburse City for Certain Costs. In order to accept wastewater from the Development the City shall provide upgrades to the following City owned water and wastewater collection equipment and infrastructure (The “City Sewer System Improvements”):

- a. City lift stations located at Todd Avenue and Carolina Springs Road as more particularly shown on **Exhibit B** attached hereto (the “City Lift Stations”). The City shall retain ownership of the City Lift Stations.
- b. The development master sewer meter to be provided and installed by the City at the Todd Avenue Lift Station (the “Development Master Meter”).

These City Sewer System Improvements shall be completed by the City for a cost not to exceed EIGHT HUNDRED SIXTEEN THOUSAND AND SEVENTY-TWO DOLLARS (\$816,072). The City shall undertake the City Sewer System Improvements and send invoices to VPSA and VPSA shall reimburse the City for these costs. VPSA shall have thirty (30) days to review and thirty (30) days to pay invoices from the City. If VPSA disputes an invoice from the City, it shall notify the City within thirty (30) days of receipt. Upon such notice to the City, the Parties shall work together to rectify any disputed cost or reimbursement request.

Section 3. Notice from VPSA to City Prior to Undertaking City Sewer System Improvements. VPSA shall not be liable to the City for any costs the City incurs related to the City Sewer System Improvements unless and until VPSA has provided the City written consent to proceed with the City Sewer System Improvements and indicating VPSA’s willingness to reimburse the City for certain costs related to those improvements pursuant to this Agreement. This notice from VPSA to the City shall not be withheld unreasonably.

Section 4. Water Purchase from the City by VPSA; Term for Purchase. VPSA shall purchase water from City and the City shall sell water to VPSA for an initial term of five (5) years commencing on _____. VPSA, in its sole discretion, may renew its right to purchase water for an additional five (5) year term upon written notice to the City at least one hundred eighty (180) days prior to the end of the initial five (5) year term. VPSA shall be charged a minimum of \$299.86 (two hundred ninety-nine dollars and eighty-six cents) a month which shall include up to 90,000 gallons (ninety thousand gallons) for water from the City. The City may withhold the sale and delivery of water to VPSA if VPSA does not make payments for the water pursuant to the terms and conditions of this Agreement. Prior to withholding any sale and delivery of water the City shall provide written notice to VPSA and allow VPSA time to correct any outstanding issues related to payment. After the initial 90,000 gallons, VPSA shall be charged for all additional water purchases. Such purchases would be at the then existing rate established by City Council. Council reserves the right to adjust rates as deemed necessary Current rates are as follows:

- \$2.50 per thousand gallons for the next 10,000 gallons;
- \$2.40 per thousand gallons for the next 27,000 gallons;
- \$2.30 per thousand gallons for the next 160,000 gallons;
- \$2.10 per thousand gallons for all additional water.

Section 5. Purchase Of Wastewater Capacity In The City's Wastewater Collection System By VPSA. In order to accommodate wastewater from the Development, VPSA shall purchase from the City TWO HUNDRED SEVENTY-FIVE THOUSAND GALLONS PER DAY (275,000 gallons per day) of wastewater collection system capacity in the City's-wastewater collection system-at a cost of ONE HUNDRED SIXTY THOUSAND THREE HUNDRED SIXTY-SIX DOLLARS (\$160,336.00). VPSA shall pay the City for this capacity purchase no later than _____.

Section 6. City to Take Wastewater from VPSA for the Development; Term for Wastewater Collection Service. In consideration for the City Sewer System Improvements the City agrees to take, and VPSA will send, the wastewater from the Development to the City for transport and treatment at the Aiken County Wastewater Treatment Facility. VPSA may send the wastewater from the Development to the City for an initial term of twenty-five (25) years. Such term can be renewed by VPSA, in its sole discretion, for an additional twenty-five (25) year term. The City shall charge VPSA a monthly minimum charge of \$14.25 plus THREE DOLLARS AND NINETY-SIX CENTS (\$3.96) per thousand gallons of wastewater sent to the City from the Development. Wastewater service rates are subject to change as approved by City Council.

HOWEVER, if Aiken County installs wastewater infrastructure that would allow VPSA to send wastewater from the Development to the Aiken County Wastewater Treatment Facility then VPSA, in its sole discretion, may send wastewater from the Development to Aiken County for transport to the Aiken County Wastewater Treatment Facility. VPSA shall provide one hundred eighty (180) days' notice to the City prior to sending wastewater from the Development to Aiken County. Upon such notice and upon VPSA sending wastewater from the Development to Aiken County, VPSA shall no longer send wastewater from the Development to the City and shall no longer be required to pay the City to take wastewater from the Development pursuant to this Agreement. In the event VPSA does send wastewater to Aiken County, then VPSA agrees that the initial 275,000-gallon purchase capacity and any purchases thereafter shall not be reimbursable by the City to VPSA and all such purchased capacity shall be relinquished to the City.

Section 7. VPSA Service Territory and Right to Serve Development. The Development and all current and future customers located therein are in the service territory of VPSA and VPSA has the right to serve the development and all current and future customers therein. The City acknowledges the Development is in VPSA's service territory and VPSA has a statutory right to serve the current and future customers in the Development. Further, the City acknowledges and agrees that regardless of the potential annexation of all or a portion of the Development into the City, VPSA shall retain the right to serve all current and future customers in the Development. VPSA shall pursue all available remedies under state and federal law, including but not limited to an action pursuant to 7 U.S. Code 1926 (b), to enforce its service territory and continue to serve all current and future customers of the Development.

Section 8. Representations and Warranties from the City. The City has full right, power, and authority (i) to enter into this Agreement, (ii) to sell water to VPSA and take wastewater from VPSA as contemplated by this Agreement, and (iii) to perform all its obligations hereunder. The City has taken all action necessary to authorize the execution and delivery of this Agreement and all other documents, instruments, or agreements necessary to effectuate the intent hereof.

Section 9. Representations and Warranties from the VPSA. VPSA has full right, power, and authority (i) to serve all current and future customers in the Development, (ii) to enter into this Agreement, (iii) to purchase water from the City and send wastewater to the City as contemplated by this Agreement, and (iv) to perform all its obligations hereunder. VPSA has taken all action necessary to authorize the execution and delivery of this Agreement and all other documents, instruments, or agreements necessary to effectuate the intent hereof.

Section 10. Notice. All notices, demands, and requests to be given to or made hereunder by VPSA or the City shall be given or made in writing and shall be deemed to be properly given or made if sent by United States registered mail, return receipt requested, postage prepaid, addressed as follows:

a. As to VPSA:

Valley Public Service Authority
442 Pine Street
P.O. Box 340
Gloverville, South Carolina 29828
Attention: Calvin Smith, General Manager
803.593.2053

b. As to the City:

City of North Augusta
ATT: City Clerk
ATT: Assistant City Administrator
100 Georgia Avenue
North Augusta, SC 29841

Any such notice, demand, or request may also be transmitted to the appropriate above-mentioned Party by telegram, telecopy, or telephone and shall be deemed to be properly given or made at the time of such transmission if, and only if, such transmission of notice shall be, confirmed in writing and sent as specified above.

Any of such addresses may be changed at any time upon written notice of such change sent by United States registered mail, postage prepaid, to the other Party by the Party effecting the change.

Section 11. **Parties Alone Have Rights under Agreement.** Except as herein otherwise expressly provided, nothing in this Agreement, express or implied, is intended or shall be construed to confer upon any person, firm, or corporation, other than VPSA and the City any right, remedy or claim, legal or equitable, under or by reason of this Agreement or any provision hereof. This Agreement and each provision herein is intended to be and is for the sole and exclusive benefit of VPSA and the City.

Section 12. **Headings.** Any heading preceding the text of the several articles hereof, and any table of contents or marginal notes appended to copies hereof, shall be solely for convenience of reference and shall not constitute a part of this Agreement, nor shall they affect its meaning, construction, or effect.

Section 13. **Choice of Forum.** The Parties hereto agree that any suit, action, or proceeding seeking to enforce any provision of, or based on any matter arising out of or in connection with, this Agreement of the transactions described herein may be brought only in the Court of Common Pleas of Aiken County, South Carolina, or, to the extent otherwise permitted, in the United States District Court for the District of South Carolina.

Section 14. **Rules of Construction.** Words of masculine gender shall be deemed and construed to include correlative words of feminine and neuter genders and, unless the context shall otherwise indicate, words in singular shall also be plural and vice versa. To that end, in the event any one or more provisions hereof are determined to be void, invalid, or unenforceable, so long as the remainder of this Agreement is sufficient to accomplish its primary purpose, such void, invalid, or unenforceable provision shall be severed herefrom and the balance hereof shall constitute the agreement of the Parties hereto.

Section 15. **Entire Agreement; Amendments.** This Agreement constitutes the entire Agreement between the Parties and any modification shall be in writing and signed by both Parties. This Agreement may not be effectively amended, changed, modified, altered, or terminated, except in accordance with the express provisions of this Agreement or with the written consent of the Parties hereto.

Section 16. **Interpretation.** This Agreement shall be deemed to be a contract made under the laws of the State of South Carolina and for all purposes shall be governed by and construed in accordance with the laws of the State of South Carolina.

[signatures appear on following page]

IN WITNESS WHEREOF, the parties do hereby execute this Agreement.

Signed, sealed and delivered
in the Presence of

**CITY OF NORTH AUGUSTA, SOUTH
CAROLINA,**
A municipality and political subdivision of
the State of South Carolina,

[SEAL]

By: _____
Its: _____

ATTEST: _____

REVIEWED: _____

Valley Public Service Authority, a special
purpose district and a political subdivision of
the State of South Carolina,

[SEAL]

By: _____
Its: _____

ATTEST: _____
Secretary

EXHIBIT B

Montecello Liftstation



Carolina Springs Liftstation





AIKEN COUNTY

RESOLUTION NO. 2023-16

TO CERTIFY PROPERTY LOCATED AT 210 GEORGIA AVENUE (TAX MAP NUMBER 007-14-10-005) AND 200 GEORGIA AVENUE (TAX MAP NUMBER 007-14-10-006) IN NORTH AUGUSTA AS ABANDONED BUILDING SITES PURSUANT TO THE SOUTH CAROLINA ABANDONED BUILDINGS REVITALIZATION ACT

WHEREAS, the South Carolina Abandoned Buildings Revitalization Act (the “Act”) was enacted in Title 12, Chapter 67 of the South Carolina Code of Laws (1976), as amended, to create an incentive for the rehabilitation, renovation and redevelopment of abandoned buildings located in South Carolina;

WHEREAS, Section 12-67-140 of the Act provides that a taxpayer who rehabilitates an abandoned building site is eligible for a credit against certain state income taxes, corporate license fees or insurance premium taxes;

WHEREAS, Block 46, LLC, a South Carolina limited liability company (“Block 46”), owns certain real property located at 210 Georgia Avenue in North Augusta, SC 29841 bearing Tax Map Number 007-14-10-005 (“Site 1”) and Center Street Development, LLC (“Center Street” and together with Block 46, the “Company”) owns certain real property located at 200 Georgia Avenue in North Augusta, SC 29841 bearing Tax Map Number 007-14-10-006 (“Site 2 and “Site 3”) and each of Block 46 and Center Street intends to incur rehabilitation expenses associated with Site 1, Site 2 and Site 3, respectively, as three (3) separate units (each a “Site” and, collectively, the “Sites”); and

WHEREAS, Company desires to rehabilitate the Sites which are located within the city limits of North Augusta; and

WHEREAS, Company has requested that the City certify that each Site is an eligible abandoned building site as defined by the Act.

NOW THEREFORE, BE IT RESOLVED by the City Council of North Augusta, South Carolina as follows:

Section 1. Certification. Based solely on information provided to the City by Block 46 and Center Street and solely for the purposes of Section 12-67-160(A), the City hereby certifies the following: (i) each of the Sites constitutes an abandoned building site as defined by Section 12-67-120(1) of the Act, and (ii) the geographic area of each of the Sites is consistent with Section 12-67-120(2) of the Act.

Section 2. No Representations or Warranties. This Resolution regards only the certification of the Sites pursuant to Section 12-67-160(A) of the Act, and such certification is based solely on the representations provided to the City by Company. The City makes no representations, warranties, findings or determinations regarding any other matters, including the eligibility of Block 46 and Center Street for any credit authorized pursuant to the Act, the eligible portions of the Sites, the Property’s fitness for a particular purpose or any zoning, permitting, or licensing matters.

Section 3. *Savings Clause.* Should any part, provision, or term of this Resolution be deemed unconstitutional or otherwise unenforceable by any court of competent jurisdiction, such finding or determination shall not affect the rest and remainder of the Resolution or any part, provision or term thereof, all of which is hereby deemed separable.

Section 4. *General Repealer.* All prior ordinances, orders, resolutions, or any parts thereof, in conflict with this Resolution are, only to the extent of that conflict, repealed.

Section 5. *Effectiveness.* This Resolution is effective after its adoption.

BE IT RESOLVED THIS ____ DAY OF APRIL, 2023.

**CITY OF NORTH AUGUSTA, SOUTH
CAROLINA**

Briton S. Williams, Mayor

ATTEST:

Jamie Paul, City Clerk

EXHIBIT A

Description of Property and Units

See attached.

EXHIBIT A

AIKEN COUNTY ASSESSOR
Tax Map:
007-14-10-006
Date: 03/03/2022

2022005899
DEED
RECORDING FEES \$15.00
STATE TAX \$1729.00
COUNTY TAX \$731.50
PRESENTED & RECORDED:
02-28-2022 10:40 AM
JUDITH WARNER
REGISTER OF MESNE CONVEYANCE
AIKEN COUNTY, SC
BY: JULIE STUTTS DEPUTY RMC
BK: RB 5001
PG: 2285 - 2288

PREPARED BY / RETURN TO:
FULCHER HAGLER LLP
Scott D. Lewis
P.O. Box 1477
Augusta, GA 30903-1477

STATE OF SOUTH CAROLINA)
)
COUNTY OF AIKEN)

TITLE TO REAL ESTATE

KNOW ALL MEN BY THESE PRESENTS, THAT on February 23, 2022, NORTH AUGUSTA FORWARD, a South Carolina nonprofit corporation (“Grantor”), whose address is P.O. Box -6067, North Augusta, SC 29841, for and in consideration of the sum of ten dollars (\$10) and other good and valuable consideration, to the Grantor in hand paid at and before the sealing of these presents by CENTER STREET DEVELOPMENT, LLC, a Georgia limited liability company (“Grantee”), whose address is 7 Indian Rock Court, North Augusta, SC 29841, the receipt and sufficiency of which consideration is hereby acknowledged, has granted, bargained, sold, and released, and by these presents does grant, bargain, sell, and release unto the said Grantee the following described property, to wit:

TRACT ONE: All that piece, parcel or tract of land, with any improvements thereon, situate, lying and being in the City of North Augusta, County of Aiken, State of South Carolina, being shown and designated as TRACT CONTAINING 0.59 ACRE, MORE OR LESS, on that certain plat prepared for Wing Tam and Wah Yick by Tony L. Carr, Sr. & Associates, dated December 29, 1988, revised March 26, 1990, recorded in the Office of the RMC for Aiken County, South Carolina in Misc. Book 571, at page 228. Reference is hereby made to said plat for a more complete and accurate description as to the metes, bounds and exact location of the within conveyed property.

TRACT TWO: All that certain piece, parcel or tract of land, CONTAINING 0.16 ACRE OF LAND, MORE OR LESS, situate, lying and being on the North side of Road S-186 (Bluff Avenue) relocated at its intersection with Central Avenue, a/k/a Center Street, and being a portion of the abandoned roadbed of Road S-186, in the City of North Augusta in Aiken County, State of South Carolina and being on the left of Road S-186, between approximate survey state 12+57.83 left of Road S-186 and approximate survey station 10+66.42 right of Central Avenue and maintaining control of access along Central Avenue and Bluff Avenue, as shown on the South Carolina Department of Transportation Plans for US Route 25, File 2.156B, sheets 4B, 6 and 8, and shown on Exhibit “B” recorded in the RMC Office of Aiken County, South Carolina in Record Book 4647, Pages 144 and made a part hereof.

Tracts One and Two above being a portion of the premises conveyed to North Augusta Forward by Quit-Claim Deed dated December 15, 2016, from North Augusta 2000 Development Corporation, filed of record February 7, 2017, and recorded in the RMC

EXHIBIT A

March 6, 2018, and recorded in the Office of the RMC for Aiken County, South Carolina in Book 4711, at Page 562.

TMS: 007-14-10-005

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

TO HAVE AND TO HOLD all and singular the said premises before mentioned unto the said Grantee, its successors and assigns, forever.

AND the Grantor does hereby bind Grantor and its successors and assigns to warrant and forever defend all and singular the said premises unto the said Grantee, its successors and assigns, against Grantor and Grantor's successors and assigns and against every person whomsoever may be lawfully claiming or to claim the same or any part thereof.

IN WITNESS WHEREOF, Grantor has hereunto set its hand and seal the 23rd day of February, 2022.

SIGNED, SEALED AND DELIVERED
in the presence of:

Witness

Witness

[Signature]

Endrica Barfield

) NORTH AUGUSTA FORWARD
) Grantor
)
)
)

) By: *[Signature]* (SEAL)
) JAMES H. ARMSTRONG, JR.
) As its Vice Chair

STATE OF GEORGIA)

COUNTY OF RICHMOND)

ACKNOWLEDGMENT

PERSONALLY appeared before me the undersigned witness, who on oath deposes and says that he/she saw the within named JAMES H. ARMSTRONG, JR., in the capacity aforesaid, by his act and deed, sign, seal, and deliver the within deed, and that he/she, with the other subscribing witness, witnessed the execution thereof.

SWORN TO BEFORE ME THIS
23rd day of February, 2022.

Notary Public

My commission expires:

Endrica Barfield

Richmond County, *GA*

Witness

[Signature]



RESOLUTION NO. 2023-17

A RESOLUTION AUTHORIZING EXPENDITURE OF CORONAVIRUS STATE AND LOCAL
FISCAL RECOVERY FUNDS – EXPENDITURE REQUEST 5

WHEREAS, on July 19, 2021, City Council adopted Resolution 2021-30 authorizing receipt of the Coronavirus State and Local Fiscal Recovery Fund (SLFRF) allocation totaling \$11,871,089.22 from the State of South Carolina as appropriated by the American Rescue Plan Act of 2021; and

WHEREAS, City Council adopted Resolution 2022-12, which obligated SLFRF funds for use between revenue loss replacement and investment in water and sewer infrastructure; and

WHEREAS, City Council adopted Resolution 2022-13, which authorized Expenditure Request 1 totaling \$3,965,004 for two projects; and

WHEREAS, City Council adopted Resolution 2022-28, which authorized Expenditure Request 2 totaling \$3,123,632 for one project; and

WHEREAS, City Council adopted Resolution 2022-35, which authorized Expenditure Request 3 totaling \$1,367,000 for six projects; and

WHEREAS, City Council adopted Resolution 2022-53, which authorized Expenditure Request 4 totaling \$1,600,000 for three projects; and

WHEREAS, expenditure of SLFRF funds are required to be approved by City Council via resolution; and

WHEREAS, one new project has been identified and recommended for expenditure totaling \$89,800 as outlined in Appendix A; and

WHEREAS, with this additional expenditure, \$1,725,652 remains of available SLFRF funds for future expenditures.

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. Expenditures of \$89,800 of SLFRF funds is approved for the project listed in Appendix A.
2. The City will follow its adopted procurement ordinance as it relates to expenditure of SLFRF funds.
3. The City Administrator is authorized to execute such documents as necessary to enter into agreements and implement the project as outlined in Appendix A.

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

Briton S. Williams, Mayor

ATTEST:

Jamie Paul, City Clerk

Expenditure Request #5

Project	Amount	Fund	Expenditure Category	Description	Department	Beneficiary(ies)
Athletic field lighting installation	\$89,800	Capital Projects Fund	Revenue Replacement, Provision of Government Services	Installation of new LED lighting on the Riverview Park soccer field and Lions football field. Expenditure request supplements the \$250,000 allocated for the soccer field park improvement project in the FY23 budget account 4325-387	Parks, Recreation and Tourism	City residents & visitors
Total	\$89,800					

RESOLUTION NO. 2023-18
AUTHORIZING THE CITY OF NORTH AUGUSTA TO ENTER INTO A CONTRACT WITH
MUSCO LIGHTING

WHEREAS, the Parks, Recreation and Tourism Department identified the need for LED lighting installation at Riverview Park soccer field #5 and Council approved \$250,000 for the project in the fiscal year 2023 budget; and

WHEREAS, the Department subsequently identified an additional need for similar LED lighting at Lions field to replace the current football stadium lights; and

WHEREAS, the City in accordance with its procurement code is authorized to conduct purchases through cooperative purchasing agreements, to include Sourcewell; and

WHEREAS, the Department obtained price quotes from two lighting vendors who are registered vendors of the cooperative purchasing agreements and leaders in their industry; and

WHEREAS, after much consideration, Musco Lighting has been selected as the vendor to perform the work based on staff familiarity and current use of Musco's product, prior satisfactory performance on similar jobs performed for the City, and Musco's quicker project completion timeframe; and

WHEREAS, the City will receive a discounted rate for material and installation of the LED lighting if it includes both the budgeted soccer field and unbudgeted Lions field project in one contract, and

WHEREAS, the Department and City Administration believes it to be in the best interest of the City from a financial perspective, safety perspective, and customer experience perspective to include the Lions field lighting upgrade with the Riverview Park soccer field #5 lighting installation project.

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

1. A contract shall be awarded to Musco Lighting for the purchase of LED lights and installation at Riverview Park soccer field #5 and Lions field, using the cooperative purchasing program Sourcewell.
2. The City Administrator is authorized to execute such documents as necessary to enter into the contract.
3. Project costs shall not exceed \$339,800; funding sources shall include the FY23 budgeted amount of \$250,000 and \$89,800 approved from SLFRF.

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

Briton S. Williams, Mayor

ATTEST:

Jamie Paul, City Clerk