



## DISCUSSION ITEMS FOR NOVEMBER 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: November 3, 2023

SUBJECT: Regular City Council Meeting of November 6, 2023

**REGULAR COUNCIL MEETING**

**ITEM 5. RECOGNITION: Presenting of Bunting Park Painting by Yvonne, gifted to the City by Tom Kinney**

**ITEM 6. PROCLAMATIONS:**

- a. **World Pancreatic Cancer Day, November 16, 2023**
- b. **Small Business Saturday, November 25, 2023**

Mayor Williams will recognize the above proclamations.

Please see ATTACHMENT #'s 6a and 6b for a copy of the proclamations

**ITEM 7. PERSONNEL: Employee of the Quarter – July, August, and September 2023 – Nicholas Smoak**

**OLD BUSINESS**

**ITEM 8. FINANCE: Ordinance No. 2023-19 Adopting a Budget for Fiscal Year 2024 Containing Estimates of Proposed Revenues and Expenditures by the City of North Augusta, South Carolina, for the Budget Year Beginning January 1, 2024, and Declaring that Same Shall Constitute the Budget of the City of North Augusta for Such Budget Year – Second Reading**

An ordinance has been prepared for Council's consideration to approve the Adopting a Budget for Fiscal Year 2024 Containing Estimates of Proposed Revenues and Expenditures by the City of North Augusta, South Carolina, for the Budget Year Beginning January 1, 2024, and Declaring that Same Shall Constitute the Budget of the City of North Augusta for Such Budget Year.

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

**ITEM 9. FINANCE: Ordinance No. 2023-20 Levying the Annual Tax on Property in the City of North Augusta, South Carolina, for the Fiscal Year Beginning January 1, 2024, and Ending December 31, 2024 – Second Reading**

An ordinance has been prepared for Council's consideration to approve the Levying the Annual Tax on Property in the City of North Augusta, South Carolina, for the Fiscal Year Beginning January 1, 2024, and Ending December 31, 2024.

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

**ITEM 10. FINANCE: Ordinance No. 2023-21 Establishing Stormwater Management Service Charges by Revising Section 14-138, Titled "Stormwater Management Service Charges," of the City Code of the City of North Augusta, South Carolina – Second Reading**

An ordinance has been prepared for Council's consideration to approve the Establishing Stormwater Management Service Charges by Revising Section 14-138, Titled "Stormwater Management Service Charges," of the City Code of the City of North Augusta, South Carolina.

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

**ITEM 11. FINANCE: Ordinance No. 2023-22 Establishing Wastewater Service Charges by Revising Section 14-68, Titled "Schedule of Monthly Wastewater Service Charge," of the City Code of the City of North Augusta, South Carolina – Second Reading**

An ordinance has been prepared for Council's consideration to approve the Establishing Wastewater Service Charges by Revising Section 14-68, Titled "Schedule of Monthly Wastewater Service Charge," of the City Code of the City of North Augusta, South Carolina.

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

**ITEM 12. FINANCE: Ordinance No. 2023-23 Establishing Water Service Charges by Revising Section 14-25, Titled "Water Rate Schedule—Generally," of the City Code of the City of North Augusta, South Carolina – Second Reading**

An ordinance has been prepared for Council's consideration to approve the Establishing Water Service Charges by Revising Section 14-25, Titled "Water Rate Schedule—Generally," of the City Code of the City of North Augusta, South Carolina.

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

**ITEM 13. FINANCE: Ordinance No. 2023-24 Amending the Business License Ordinance of the City of North Augusta to Update the Class Schedule as Required by Act 176 of 2020 – Second Reading**

An ordinance has been prepared for Council's consideration to approve the Business License Ordinance of the City of North Augusta to Update the Class Schedule as Required by Act 176 of 2020.

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

**ITEM 14. ADMINISTRATION: Ordinance No. 2023-25 Authorizing the Sale of Surplus City Property at 1711 Plank Road, Parcel 006-15-06-017 – Second Reading**

An ordinance has been prepared for Council’s consideration to the Authorize the Sale of Surplus City Property at 1711 Plank Road, Parcel 006-15-06-017.

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

**NEW BUSINESS**

**ITEM 15. ADMINISTRATION: Ordinance No. 2023-26 Authorizing and Implementing the Name Change for the Department of Parks, Recreation, and Tourism to the Department of Parks and Recreation by Amending Article X of the Code of Ordinances, Section 2-230 – 2-236 – First Reading**

An ordinance has been prepared for Council’s consideration to approve the Authorizing and Implementing the Name Change for the Department of Parks, Recreation, and Tourism to the Department of Parks and Recreation by Amending Article X of the Code of Ordinances, Section 2-230 – 2-236.

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

**ITEM 16. ADMINISTRATION: Ordinance No. 2023-27 Establishing the Department of Human Resources – First Reading**

An ordinance has been prepared for Council’s consideration to approve the Establishing the Department of Human Resources.

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

**ITEM 17. FINANCE: ADMINISTRATION: Ordinance No. 2023-28 Establishing the Department of Information Technology – First Reading**

An ordinance has been prepared for Council’s consideration to approve the Establishing the Department of Information Technology.

Please see ATTACHMENT #17 for a copy of the proposed ordinance.

**ITEM 18. ADMINISTRATION: Ordinance No. 2023-29 Establishing the Department of Tourism – First Reading**

An ordinance has been prepared for Council’s consideration to approve the Establishing the Department of Tourism.

Please see ATTACHMENT #18 for a copy of the proposed ordinance.

**ITEM 19. ADMINISTRATION: Ordinance No. 2023-30 Establishing the Office of Assistant City Administrator – First Reading**

An ordinance has been prepared for Council’s consideration to approve the Establishing the Office of Assistant City Administrator.

Please see ATTACHMENT #19 for a copy of the proposed ordinance.

**ITEM 20. ADMINISTRATION: Ordinance No. 2023-31 Establishing the Department of Public Services – First Reading**

An ordinance has been prepared for Council’s consideration to approve the stablishing the Department of Public Services.

Please see ATTACHMENT #20 for a copy of the proposed ordinance.

**ITEM 21. ADMINISTRATION: Resolution No. 2023-42 Authorizing an Amendment to the Employment Contract of James S. Clifford, City Administrator dated the 19th Day of May, 2020**

A resolution has been prepared for Council’s consideration to approve the Authorizing an Amendment to the Employment Contract of James S. Clifford, City Administrator dated the 19th Day of May, 2020.

Please see ATTACHMENT #21 for a copy of the proposed resolution.

**ITEM 22. ADMINISTRATION: Resolution No. 2023-43 Authorizing the Disbursement of Opioid Settlement Funds to the Aiken Center for the Development of an Opioid Misuse and Disorder Abatement Program**

A resolution has been prepared for Council’s consideration to approve the Authorizing the Disbursement of Opioid Settlement Funds to the Aiken Center for the Development of an Opioid Misuse and Disorder Abatement Program.

Please see ATTACHMENT #22 for a copy of the proposed resolution.

**ITEM 23. PLANNING AND DEVELOPMENT: Resolution No. 2023-44 Accepting a Deed of Dedication for the Streets, Sanitary Sewer, Stormwater Collection and Fire Suppression Systems, and Associated Easements and Rights of Way, Along with a Maintenance Guarantee and Letter of Credit, for Gregory Landing, Phase 3**

A resolution has been prepared for Council’s consideration to approve the Accepting a Deed of Dedication for the Streets, Sanitary Sewer, Stormwater Collection and Fire Suppression Systems, and Associated Easements and Rights of Way, Along with a Maintenance Guarantee and Letter of Credit, for Gregory Landing, Phase 3.

Please see ATTACHMENT #23 for a copy of the proposed resolution.



## **PROCLAMATION**

### **WORLD PANCREATIC CANCER DAY**

*WHEREAS, in 2023, an estimated 64,050 people will be diagnosed with pancreatic cancer in the United States and 50,550 will die from the disease; and*

*WHEREAS, pancreatic cancer is one of the deadliest cancers, is currently the third leading cause of cancer death in the United States, and is projected to become the second leading cause around 2030; and*

*WHEREAS, pancreatic cancer is the only major cancer with a five-year relative survival rate at just 12 percent; and*

*WHEREAS, when symptoms of pancreatic cancer present themselves, it is generally in later stages, and 88 percent of pancreatic cancer patients die within the first five years; and*

*WHEREAS, approximately 900 deaths will occur in South Carolina in 2023; and*

*WHEREAS, pancreatic cancer is the seventh most common cause of cancer-related death across the world; and*

*WHEREAS, there were an estimated 495,773 new pancreatic cancer cases diagnosed worldwide in 2020; and*

*WHEREAS, the good health and well-being of the residents of the City of North Augusta are enhanced as a direct result of increased awareness about the symptoms and risks of pancreatic cancer, and research into early detection, causes, and effective treatments; and*

*NOW, THEREFORE, I, Briton S. Williams, Mayor of the great city of North Augusta, do hereby proclaim November 16, 2023 as*

### **WORLD PANCREATIC CANCER DAY**

*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 November, 2023.*

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



## ***PROCLAMATION***

***WHEREAS***, small businesses form the backbone of our local economy, generating jobs and improving the quality of life for citizens; and

***WHEREAS***, the Mayor and City Council of North Augusta, South Carolina acknowledge and celebrate the City's small businesses and the contributions they make to our community; and

***WHEREAS***, 2023 marks the fourteenth year of Small Business Saturday, a nationwide campaign to encourage shopping at local businesses on the Saturday after Thanksgiving to stimulate the local economy; and

***WHEREAS***, local organizations such as the North Augusta Chamber of Commerce, Downtown Merchants Alliance, and many other organizations across the country endorse the Saturday after Thanksgiving as Small Business Saturday.

***NOW THEREFORE***, I, Briton S. Williams, Mayor of the City of North Augusta, South Carolina, do hereby claim November 25, 2023 as:

### ***SMALL BUSINESS SATURDAY***

***AND*** encourage our citizens to recognize and support small businesses within our community by shopping locally on the Saturday following Thanksgiving.

***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 November, 2023.

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Briton S. Williams, Mayor  
City of North Augusta

ORDINANCE NO. 2023-19  
ADOPTING A BUDGET FOR FISCAL YEAR 2024  
CONTAINING ESTIMATES OF PROPOSED REVENUES AND EXPENDITURES  
BY THE CITY OF NORTH AUGUSTA, SOUTH CAROLINA,  
FOR THE BUDGET YEAR BEGINNING JANUARY 1, 2024,  
AND DECLARING THAT SAME SHALL CONSTITUTE THE BUDGET  
OF THE CITY OF NORTH AUGUSTA FOR SUCH BUDGET YEAR

WHEREAS, in accordance with the Laws of South Carolina, and the Ordinance of the City of North Augusta, the City Administrator must prepare and submit to the City Council a Balanced Budget for the next budget year to begin on January 1, 2024, and end on December 31, 2024; and

WHEREAS, a public hearing has been held on said budget, as required by law.

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 adopts the 2024 Fiscal Year Budget, incorporated by reference as though it were set out herein in its entirety, for the conduct of the business of the municipal government of North Augusta for the budget year, January 1, 2024, to December 31, 2024.

Section II. The transfer of budgeted amounts between functional areas of expenditures or expenses shall be approved by City Council; however, transfers of budgeted line items within the functional areas of expenditures or expenses not to exceed \$5,000, may be approved by the City Administrator as long as total expenditures or expenses do not exceed appropriations in the functional area. Management can also over expend appropriations, with the City Administrator's approval, at the line item and department level, as long as the total expenditures or expenses do not exceed appropriations of the functional area. Functional areas are: General Government; Public Safety; Public Works; Parks, Recreation, and Tourism; Sanitation Services; Stormwater Utility; and Water and Wastewater.

Section III. The Mayor or City Administrator may authorize the expenditure of an amount not to exceed \$500 at any one time from the Council Contingencies Account without prior approval of the City Council provided that any such expenditure is reported in the minutes of the next Council meeting.

Section IV. The City Council must approve expenditures from the following funds: Sales Tax III, Sales Tax IV, Accommodation Tax Fund, Fireman's Fund, Street Improvement Fund, Riverfront Central Core Redevelopment Fund, Tax Increment Financing Fund, Transportation Improvement Fund, Capital Projects Fund, North Augusta Public Facilities Corporation Fund, American Rescue Plan Fund, and the Savannah River Settlement Appropriation Act unless otherwise previously budgeted.



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

Section VI. This Ordinance shall become effective immediately upon its adoption on second reading.

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

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

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

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

ATTEST:

\_\_\_\_\_  
Jamie Paul, City Clerk

ORDINANCE NO. 2023-20  
LEVYING THE ANNUAL TAX ON PROPERTY  
IN THE CITY OF NORTH AUGUSTA, SOUTH CAROLINA,  
FOR THE FISCAL YEAR BEGINNING JANUARY 1, 2024,  
AND ENDING DECEMBER 31, 2024

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 annual tax for the fiscal year (budget year) 2024, beginning January 1, 2024, and ending December 31, 2024, is hereby imposed and levied for general corporate purposes upon all the taxable property of the City of North Augusta.
- Section II.                   The period for which the tax levy is due on all taxable property, except for motorized vehicles, shall be from January 1, 2023, to December 31, 2023.
- Section III.                  The period for which the tax levy is due for all motorized vehicles which are required to be licensed by Section 53-3-110, Code of Laws of South Carolina, shall be from January 1, 2024, to December 31, 2024.
- Section IV.                  The tax levy imposed upon all taxable property shall be 73.70 mills to the General Fund and 3.80 mills to the Capital Projects Fund for a total tax levy of 77.50 mills.
- Section V.                   All Ordinances or parts of Ordinances in conflict herewith are, to the extent of such conflict, hereby repealed.
- Section VI.                  This Ordinance shall become effective January 1, 2024.

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

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

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

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

ATTEST:

\_\_\_\_\_  
Jamie Paul, City Clerk

ORDINANCE NO. 2023-21  
ESTABLISHING STORMWATER MANAGEMENT SERVICE CHARGES  
BY REVISING SECTION 14-138, TITLED  
"STORMWATER MANAGEMENT SERVICE CHARGES,"  
OF THE CITY CODE OF THE  
CITY OF NORTH AUGUSTA, SOUTH CAROLINA

BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH AUGUSTA, SOUTH CAROLINA, IN MEETING DULY ASSEMBLED AND BY THE AUTHORITY THEREOF, THAT:

- I. Section 14-138, titled "Stormwater management service charges," is hereby amended specifically for Section 14-138(1) and when amended shall read as follows:

Sec. 14-138. Stormwater Management Service Charges.

For the purposes of determining the stormwater management service charges, all properties should be classified as single-family residential, multi-family residential, nonresidential or undeveloped.

The following stormwater management service charge rates shall apply:

- (1) *Stormwater management service charge rate.* The stormwater management service charge per equivalent residential unit (ERU) shall be ~~five dollars (\$5.00)~~ six dollars (\$6.00) per month.

- II. This Ordinance shall become effective immediately upon its adoption on second and final reading for all bills rendered on or after January 1, 2024.
- III. All Ordinances or parts of Ordinances in conflict herewith are, to the extent of such conflict, hereby repealed.

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

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

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

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

ATTEST:

\_\_\_\_\_  
Jamie Paul, City Clerk

ORDINANCE NO. 2023-22  
ESTABLISHING WASTEWATER SERVICE CHARGES  
BY REVISING SECTION 14-68, TITLED  
"SCHEDULE OF MONTHLY WASTEWATER SERVICE CHARGE,"  
OF THE CITY CODE OF THE  
CITY OF NORTH AUGUSTA, SOUTH CAROLINA

BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH AUGUSTA, SOUTH CAROLINA, IN MEETING DULY ASSEMBLED AND BY THE AUTHORITY THEREOF, THAT:

- I. Section 14-68, titled "Schedule of Monthly Wastewater Service Charge," is hereby amended and when amended shall read as follows:

Sec. 14-68. Schedule of monthly wastewater service charge.

The schedule to be utilized for the computation of monthly charges for wastewater service is as follows:

- (1) Each residential or commercial customer of the city's system, whether inside or outside the city, must pay such customer's proportionate share of the costs for operation and maintenance of the system. In addition, each customer of the city's sanitary wastewater system must pay an amount to share the costs of debt service and to provide for special reserve funds. The operation and maintenance, debt service, and special reserve funds shall be paid on a monthly basis as follows:

- a. Rates for the first 15,000,000 gallons/month:

	<i>Inside City</i>		<i>Outside City</i>	
	<i>Base +</i>	<i>Per 1,000 Gallons</i>	<i>Base +</i>	<i>Per 1,000 Gallons</i>
Operation and maintenance	\$8.69	\$2.60	\$ 9.69	\$2.64
Debt Service	<u>2.53</u>	<u>0.90</u>	<u>5.06</u>	<u>1.52</u>
Monthly Charges	\$11.22	\$3.50	\$14.75	\$4.16

- b. Rates for additional usage:

	<i>Inside City</i>	<i>Outside City</i>
	<i>Per 1,000 Gallons</i>	<i>Per 1,000 Gallons</i>
Operation and maintenance	\$2.05	\$2.05
Debt Service	<u>0.73</u>	<u>0.73</u>
Monthly Charges	\$2.78	\$2.78

- (2) All charges for wastewater service are to be made in one-hundred-gallon increments.
  - (3) Six (6) months following the date of availability of wastewater service, or at such time as a customer actually connects to the City’s wastewater system, whichever event occurs first, the wastewater service charges as set forth herein shall be due and payable.
  - (4) Customers who have service available but who have not connected to the system shall be charged the minimum base monthly service rate for inside City and outside City customers as shown in Section 14-68 (1) a above.
- II. This Ordinance shall become effective immediately upon its adoption on second and final reading for all bills rendered on or after January 1, 2024.
- III. All Ordinances or parts of Ordinances in conflict herewith are, to the extent of such conflict, hereby repealed.

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

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

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

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

ATTEST:

\_\_\_\_\_  
Jamie Paul, City Clerk

ORDINANCE NO. 2023-23  
ESTABLISHING WATER SERVICE CHARGES BY REVISING  
SECTION 14-25, TITLED "WATER RATE SCHEDULE-GENERALLY,"  
OF THE CITY CODE OF THE  
CITY OF NORTH AUGUSTA, SOUTH CAROLINA

BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH AUGUSTA, SOUTH CAROLINA, IN MEETING DULY ASSEMBLED AND BY THE AUTHORITY THEREOF, THAT:

- I. Section 14-25, titled "Water Rate Schedule-Generally," is hereby amended and when amended shall read as follows:

**Section 14-25. Water rate schedule-Generally.**

The schedule to be utilized for the computation of monthly charges for water service is as follows: All meters are to be read and bills rendered in one-hundred-gallon increments:

- (1) *Minimum monthly water charges:*

<u>Size (inches)</u>	<u>Inside/ Outside City</u>	<u>Debt Service</u>	+	<u>Operation and Maintenance</u>	=	<u>Total Minimum</u>	<u>Minimum Usage</u>
5/8" x 3/4"	In	\$ 3.90	+	\$ 8.98	=	\$ 12.88	3,000
	Out	5.85	+	19.91	=	25.76	3,000
1"	In	3.90	+	13.94	=	17.84	6,000
	Out	5.85	+	29.83	=	35.68	6,000
1 1/2"	In	3.90	+	18.58	=	22.48	9,000
	Out	5.85	+	39.11	=	44.96	9,000
2"	In	3.90	+	27.97	=	31.87	15,000
	Out	5.85	+	57.89	=	63.74	15,000
3"	In	3.90	+	42.19	=	46.09	24,000
	Out	5.85	+	86.33	=	92.18	24,000
4"	In	3.90	+	51.67	=	55.57	30,000
	Out	5.85	+	105.29	=	111.14	30,000
6"	In	3.90	+	146.53	=	150.43	90,000
	Out	5.85	+	295.01	=	300.86	90,000

(2) *Monthly rates for usage above minimum:*

<u>Gallons Over Minimum</u>	<u>Inside/ Outside City</u>	<u>Debt Service</u>	+	<u>Operation and Maintenance</u>	=	<u>Charge/ 1,000 Over Minimum</u>
Next 10,000	In	\$.15	+	\$ 1.30	=	\$ 1.45
	Out	.30	+	2.60	=	2.90
Next 27,000	In	.15	+	1.25	=	1.40
	Out	.30	+	2.50	=	2.80
Next 160,000	In	.15	+	1.20	=	1.35
	Out	.30	+	2.40	=	2.70
All Additional	In	.15	+	1.10	=	1.25
	Out	.30	+	2.20	=	2.50

(3) *Wholesale Customers (Any customer who purchases water for resale to the general public.)*

Usage up to 10,640,000 gallons/month	\$14,044 minimum
All over 10,640,000 gallons/month	1.39/1,000 gallons

(4) *Rates for multi-family complex:*

For purposes of this section, each dwelling unit within a multi-family or apartment complex shall be considered a single customer and treated as a single-family dwelling when computing the minimum charge in subsection (1) without regard to the method by which its water is metered. When computing rates for usage above minimum, the rates shown in subsection (2) shall be on a per-meter basis.

(5) *Rates for multi-commercial complex:*

For purposes of this section, a commercial customer shall be defined as a business or industry having a separate business license, occupying separate spaces, and having separate sanitary facilities when computing the minimum charge in subsection (1) without regard to the method by which its water is metered. When computing rates for usage above minimum, the rates shown in subsection (2) shall be on a per-meter basis.

- II. This Ordinance shall become effective immediately upon its adoption on second reading for all bills rendered on or after January 1, 2024, without regard to when the water was consumed or the meter read.
- III. All Ordinances or parts of Ordinances in conflict herewith are, to the extent of such conflict, hereby repealed.

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

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

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

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

ATTEST:

\_\_\_\_\_  
Jamie Paul, City Clerk



ORDINANCE NO. 2023-24  
AMENDING THE BUSINESS LICENSE ORDINANCE  
OF THE CITY OF NORTH AUGUSTA TO UPDATE  
THE CLASS SCHEDULE AS REQUIRED BY ACT 176 OF 2020

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; and

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; and

WHEREAS, the Standardization Act requires that by December thirty-first of every odd year, each municipality levying a business license tax must adopt, by ordinance, the latest Standardized Business License Class Schedule as recommended by the Municipal Association of South Carolina (the “Association”) and adopted by the Director of the Revenue and Fiscal Affairs Office; and

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

WHEREAS, the City of North Augusta Council of the Municipality (the “Council”) now wishes to amend the Current Business License Ordinance to adopt the latest Standardized Business License Class Schedule, as required by the Standardization Act, and to make other minor amendments as recommended by the Association.

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

SECTION 1. Amendments to Appendix A. Appendix A to the Current Business License Ordinance, the “Business License Rate Schedule,” is hereby amended as follows:

- (a) Class 8.3 is hereby amended by deleting the NAICS Codes and replacing them with NAICS 517111, 517112, 517122 – Telephone Companies.
- (b) Class 8.6 is hereby amended and restated in its entirety to read as follows: “8.6 NAICS Code Varies – Billiard or Pool Tables. A business that offers the use of billiard or pool tables shall be subject to business license taxation under its natural class for all gross income of the business excluding the gross income attributable to the billiard or pool tables. In addition, the billiard or pool tables shall require their own separate business licenses pursuant to SC Code § 12-21-2746 and shall be subject to a license tax of \$5.00 per table measuring less than 3½ feet wide and 7 feet long, and \$12.50 per table longer than that.”

SECTION 2. Amendments to Appendix B. Appendix B to the Current Business License Ordinance, the “Business License Class Schedule,” is hereby amended as follows:

- (a) Classes 1 through 8 in Appendix B to the Current Business License Ordinance, the “Business License Class Schedule,” are hereby amended and restated as set forth on the attached Exhibit A.
- (b) Class 9 in Appendix B to the Current Business License Ordinance, the “Business License Class Schedule,” shall remain in full force and effect as set forth in the Current Business License Ordinance.

SECTION 3. Repealer, Effective Date. All ordinances in conflict with this ordinance are hereby repealed. This ordinance shall be effective with respect to the business license year beginning on May 1, 2024.

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

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

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

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

ATTEST:

\_\_\_\_\_  
Jamie Paul, City Clerk

**Exhibit A: Amendment to Classes 1 – 8 in Appendix B of the  
Current Business License Ordinance**

**APPENDIX B**

**Classes 1 – 8: Business License Class Schedule by NAICS Codes**

<b>NAICS Sector/Subsector</b>	<b>Industry Sector</b>	<b>Class</b>
11	Agriculture, forestry, hunting and fishing	1
21	Mining	2
22	Utilities	1
31 - 33	Manufacturing	3
42	Wholesale trade	1
44 - 45	Retail trade	1
48 - 49	Transportation and warehousing	1
51	Information	4
52	Finance and insurance	7
53	Real estate and rental and leasing	7
54	Professional, scientific, and technical services	5
55	Management of companies	7
56	Administrative and support and waste management and remediation services	3
61	Educational services	3
62	Health care and social assistance	4
71	Arts, entertainment, and recreation	3
721	Accommodation	1
722	Food services and drinking places	2
81	Other services	4
<b>Class 8</b>	<b>Subclasses</b>	
23	Construction	8.1
482	Rail Transportation	8.2
517111	Wired Telecommunications Carriers	8.3
517112	Wireless Telecommunications Carriers (except Satellite)	8.3
517122	Agents for Wireless Telecommunications Services	8.3
5241	Insurance Carriers	8.4
5242	Insurance Brokers for non-admitted Insurance Carriers	8.4
713120	Amusement Parks and Arcades	8.51
713290	Nonpayout Amusement Machines	8.52
713990	All Other Amusement and Recreational Industries ( pool tables)	8.6

*2023 Class Schedule is based on a three-year average (2017 - 2019) of IRS statistical data.*

ORDINANCE NO. 2023-25

AN ORDINANCE AUTHORIZING THE SALE OF SURPLUS CITY PROPERTY AT  
1711 PLANK ROAD, PARCEL 006-15-06-017

WHEREAS, the City Council previously authorized the City to accept a deed from the Aiken County Forfeited Land Commission via Resolution Number 2023-21 for parcel 006-15-06-017; and

WHEREAS, the City has conducted abatement of the property to remove abandoned structures; and

WHEREAS, the City has no requirements for this parcel; and

WHEREAS, the City desires to encourage redevelopment in the City limits through private endeavors; and

WHEREAS, the current Aiken County tax assessment values the market land value of the property at \$17,000.

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 that the City Administrator is to solicit bids for the sale of the identified property for the minimum purchase price of \$17,000.00.
2. 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.
3. That no real estate commission shall be paid in connection with the sale of such property.
4. That the net funds received from the sale of such properties after settling all back taxes and repayment of abatement funds is 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 NOVEMBER, 2023.

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

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

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

ATTEST:

\_\_\_\_\_  
Jamie Paul, City Clerk

ORDINANCE NO. 2023-26  
AN ORDINANCE AUTHORIZING AND IMPLEMENTING THE NAME CHANGE FOR THE  
DEPARTMENT OF PARKS, RECREATION, AND TOURISM TO THE DEPARTMENT OF  
PARKS AND RECREATION BY AMENDING ARTICLE X OF THE CODE OF ORDINANCES,  
SECTION 2-230 – 2-236

WHEREAS, responsibilities related to tourism promotion was added to the Department of Parks and Recreation via Ordinance 2015-25; and

WHEREAS, tourism promotion and activities have grown and evolved beyond the City's initial efforts and capabilities; and

WHEREAS, Mayor and City Council desire to formally and officially establish the Department of Tourism and have said Department be included under Chapter 2 of the City Code; and

WHEREAS, the existing Department of Parks, Recreation, and Tourism will now be known as the Department of Parks and Recreation; and

WHEREAS, it would be appropriate to change the name of such commission to the North Augusta Department of Parks and Recreation Advisory Commission.

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

- I. Article X, to include Sections 2-230 – 2-236 are deleted in their entirety.
- II. That the Article and Sections shall be reestablished and hereafter designated as follows:

Article X. Department of Parks and Recreation; Director of Parks and Recreation, and Parks and Recreation Advisory Commission.

- III. Sections 2-230 – 2-236 shall be as follows:

Sec. 2-230.

There shall be an officer of the city known as the Director of Parks and Recreation, who shall be appointed by the mayor, upon recommendation of the city administrator.

Sec. 2-231.

The director of parks and recreation shall be the head of the department of parks and recreation and shall perform such duties as may be required for such department.

Sec. 2-232.

The director shall be responsible for the administration and management of the department and shall report directly to the city administrator in connection with such administrative duties.

Sec. 2-233.

The general duties of the director of parks and recreation shall be to plan, promote, organize, and supervise a comprehensive municipal recreation program and activities and administer the same in the interest of the entire community and shall

(1) Supervise the recreational use of playgrounds, play fields, recreation centers, aquatic facilities, ball diamonds, and such other recreation areas and facilities as may be made available to carry out the city's recreation program.

(2) Conduct and supervise any form of recreational, cultural, or social activity that will employ the leisure time of the citizens in a wholesome and constructive manner.

Sec. 2-234.

There is hereby created the North Augusta Parks and Recreation Advisory Commission which shall be an advisory body to the city council on matters pertaining to parks, playgrounds, and recreational facilities within the city.

Sec. 2-235.

a. The parks and recreation commission shall consist of five (5) persons appointed by the mayor and approved by city council. The director of parks and recreation, shall serve as an ex officio member. Of the five (5) members first appointed, two (2) shall be appointed to a term of four (4) years, two (2) for a term of three (3) years, and one for a term of two (2) years. Thereafter, all members shall be appointed for four-year terms. Vacancies shall be filled for an unexpired term in the manner in which the original appointments are required to be made.

b. All members of the commission shall be residents of the city.

Sec. 2-236.

The parks and recreation advisory commission will recommend to the mayor and city council methods of recreation that will employ the leisure time of the citizens of the city in a constructive and wholesome manner. The commission will serve as an additional liaison between the citizens and city government and as a measuring tool or instrument for determining direction and success of programs, and will offer support for budgets and grant procedures.

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

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

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

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

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

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

ATTEST:

\_\_\_\_\_  
Jamie Paul, City Clerk

ORDINANCE NO. 2023-27  
AN ORDINANCE ESTABLISHING THE DEPARTMENT OF HUMAN RESOURCES

WHEREAS, although the City has, consistent with the general laws of this State, conducted human resources responsibilities within the City and has City employees devoted specifically to human resources; and

WHEREAS, the City has not previously formally established the Department of Human Resources by ordinance; and

WHEREAS, Mayor and City Council desire to formally and officially establish the Department of Human Resources and have said Department be included under Chapter 2 of the City Code.

NOW THEREFORE, BE IT ORDAINED by the Mayor and City Council for the City of North Augusta, South Carolina, in a meeting duly assembled and by the authority thereof, that the Municipal Code for the City of North Augusta is hereby amended by including the following as a portion of said Code:

**ARTICLE XIII. Department of Human Resources; Manager of Human Resources; duties of Department and Manager.**

**Sec. 2-276. Establishment of Department of Human Resources; Purpose.**

There shall be a Department of Human Resources. The Department shall provide advice and technical expertise to City employees, elected officials, citizens and others who inquire regarding matters of employment, benefits and personnel policy.

**Sec. 2-277. Establishment of office and appointment of Manager.**

There shall be an officer of the City known as the Manager of Human Resources who shall be appointed by the Mayor, upon recommendation of the City Administrator.

**Sec. 2-278. Control and management of the Department.**

The Manager shall be responsible for the administration and management of the Department and shall report directly to the City Administrator in connection with such administrative duties.

**Sec. 2-279. Duties of Department of Human Resources Manager generally.**

The Department under the direction of the Manager shall:

- (1) Plan, implement, and administer human resources, benefits administration, and risk management functions.
- (2) Manage City wide personnel policies and procedures; advise management staff and supervisors regarding HR practices, issues, and legal practices.
- (3) Ensure the accuracy, confidentiality, and security of HR records.
- (4) Plan, coordinate, and manage HR department and aspects, including compensation and classification program, orientation, employment, safety



and risk management program, employee relations, and records management.

- (5) Ensure City wide regulatory compliance with HR laws, rules, regulations, and reporting, both state and federal, to protect City litigation risks.

**Sec. 2-280. Approval authority during times of absence of Manager.**

- (1) The Manager is authorized to designate a person to exercise authority of the Human Resources Manager at times when the Manager is unavailable as result of physical absence from the office. In order for such designation of authority to be effective, the Human Resources Manager would need to provide written authorization, setting forth the specific dates that the designee would have such authority.
- (2) In the event of the vacancy in the position of Human Resources Manager, the City Administrator is authorized to designate a person to exercise the authority of the Human Resources Director. In order for such designation of authority to be effective, the City Administrator would need to provide written authorization, setting forth the specific dates that the designee would have such authority.

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

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

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

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

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

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

ATTEST:

\_\_\_\_\_  
Jamie Paul, City Clerk

ORDINANCE NO. 2023-28  
AN ORDINANCE ESTABLISHING THE DEPARTMENT OF INFORMATION TECHNOLOGY

WHEREAS, although the City has, consistent with the general laws of this State, conducted information technology responsibilities within the City and has City employees devoted specifically to information technology; and

WHEREAS, the City has not previously formally established the Department of Information Technology by ordinance; and

WHEREAS, Mayor and City Council desire to formally and officially establish the Department of Information Technology and have said Department be included under Chapter 2 of the City Code.

NOW THEREFORE, BE IT ORDAINED by the Mayor and City Council for the City of North Augusta, South Carolina, in a meeting duly assembled and by the authority thereof, that the Municipal Code for the City of North Augusta is hereby amended by including the following as a portion of said Code:

**ARTICLE XIV. Department of Information Technology; Manager of Information Technology; duties of Department and Manager.**

**Sec. 2-281. Establishment of Department of Information Technology; Purpose.**

There shall be a Department of Information Technology. The Department shall provide advice and technical expertise to City employees, elected officials, citizens and others who inquire regarding technology matters and city policy.

**Sec. 2-282. Establishment of office and appointment of Manager.**

There shall be an officer of the City known as the Manager of Information Technology who shall be appointed by the Mayor, upon recommendation of the City Administrator.

**Sec. 2-283. Control and management of the Department.**

The Manager shall be responsible for the administration and management of the Department and shall report directly to the City Administrator in connection with such administrative duties.

**Sec. 2-284. Duties of Department of Information Technology Manager generally.**

The Department under the direction of the Manager shall:

- (1) Develop and maintain long term network operation strategy that will help enhance and achieve long term goals for the city.
- (2) Forecast yearly IT needs and coordinate with the rest of the IT staff / employees to prepare the annual budget for the department.
- (3) Protect the city's digital assets from unauthorized access from the outside as well as from the inside.
- (4) Maintain the city's virtual infrastructure to include servers, switches, routers and phone equipment.

- (5) Plan for disaster recovery in case of an emergency or natural disaster.
- (6) Ensure the department complies with requirements, regulations and policies set by the city as well as outside agencies.

**Sec. 2-285. Approval authority during times of absence of Manager.**

- (1) The Manager is authorized to designate a person to exercise authority of the Information Technology Manager at times when the Manager is unavailable as result of physical absence from the office. In order for such designation of authority to be effective, the Information Technology Manager would need to provide written authorization, setting forth the specific dates that the designee would have such authority.
- (2) In the event of the vacancy in the position of Information Technology Manager, the City Administrator is authorized to designate a person to exercise the authority of the Information Technology Director. In order for such designation of authority to be effective, the City Administrator would need to provide written authorization, setting forth the specific dates that the designee would have such authority.

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

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

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

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

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

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

ATTEST:

\_\_\_\_\_  
Jamie Paul, City Clerk

ORDINANCE NO. 2023-29  
AN ORDINANCE ESTABLISHING THE DEPARTMENT OF TOURISM

WHEREAS, the City has, consistent with the general laws of this State, conducted tourism activities and responsibilities within the City as part of a Department of Parks Recreation and Tourism and has employees devoted specifically to tourism; and

WHEREAS, tourism promotion and activities have grown and evolved beyond the City's initial efforts and capabilities; and

WHEREAS, Mayor and City Council desire to formally and officially establish the Department of Tourism and have said Department be included under Chapter 2 of the City Code.

NOW THEREFORE, BE IT ORDAINED by the Mayor and City Council for the City of North Augusta, South Carolina, in a meeting duly assembled and by the authority thereof, that the Municipal Code for the City of North Augusta is hereby amended by including the following as a portion of said Code:

**ARTICLE XV. Department of Tourism; Manager of Tourism; duties of Department and Manager.**

**Sec. 2-286. Establishment of Department of Tourism; Purpose.**

There shall be a Department of Tourism. The Department shall provide advice and technical expertise to City employees, elected officials, citizens and others who inquire regarding matters of tourism and events.

**Sec. 2-287. Establishment of office and appointment of Manager.**

There shall be an officer of the City known as the Manager of Tourism who shall be appointed by the Mayor, upon recommendation of the City Administrator.

**Sec. 2-288. Control and management of the Department.**

The Manager shall be responsible for the administration and management of the Department and shall report directly to the City Administrator in connection with such administrative duties.

**Sec. 2-289. Duties of Department of Tourism Manager generally.**

The Department under the direction of the Manager shall:

- (1) Be responsible for the promotion of locations throughout the City as a viable, competitive, and preferred option for local and national meetings, events, and celebrations for business and leisure.
- (2) Direct the daily operations of the Tourism Department including all tourism and event facilities; Coordinate joint use of city tourism and event facilities with community groups.
- (3) Take necessary steps to ensure the safety of citizens that utilize tourism facilities, attend special events and take part in any activity offered by the department and/or City.

**Sec. 2-290. Approval authority during times of absence of Manager.**

- (1) The Manager is authorized to designate a person to exercise authority of the Tourism Manager at times when the Manager is unavailable as result of physical absence from the office. In order for such designation of authority to be effective, the Tourism Manager would need to provide written authorization, setting forth the specific dates that the designee would have such authority.
- (2) In the event of the vacancy in the position of Tourism Manager, the City Administrator is authorized to designate a person to exercise the authority of the Tourism Director. In order for such designation of authority to be effective, the City Administrator would need to provide written authorization, setting forth the specific dates that the designee would have such authority.

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

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

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

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

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

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

ATTEST:

\_\_\_\_\_  
Jamie Paul, City Clerk

ORDINANCE NO. 2023-30  
AN ORDINANCE ESTABLISHING THE OFFICE OF ASSISTANT CITY ADMINISTRATOR

WHEREAS, the City has, consistent with the general laws of this State, employed an Assistant City Administrator responsible for assisting the City Administrator in daily municipal operations working with Mayor and City Council, administrative staff and department directors; and

WHEREAS, Mayor and City Council desire to formally and officially establish the office of the Assistant City Administrator to be included under Chapter 2 of the City Code.

NOW THEREFORE, BE IT ORDAINED by the Mayor and City Council for the City of North Augusta, South Carolina, in a meeting duly assembled and by the authority thereof, that the Municipal Code for the City of North Augusta is hereby amended by including the following as a portion of said Code:

**ARTICLE XVI. Assistant City Administrator.**

**Sec. 2-291. Establishment of office; appointment.**

There shall be an officer of the City known as the Assistant City Administrator who shall be appointed by the Mayor, upon recommendation of the City Administrator.

**Sec. 2-292. Duties of Assistant City Administrator generally.**

- (1) Assist the City Administrator with public relations, internal and external communications.
- (2) Provide support to the City Administrator in the development and implementation of major programs as well as short and long-range goals.
- (3) Provide management support to department/division directors as needed to maintain cohesive City operations.
- (4) Serve as a liaison on major City-wide projects and oversees implementation of assigned projects.

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

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

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

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

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

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

ATTEST:

\_\_\_\_\_  
Jamie Paul, City Clerk

ORDINANCE NO. 2023-31  
AN ORDINANCE ESTABLISHING THE DEPARTMENT OF PUBLIC SERVICES

WHEREAS, although the City has, consistent with the general laws of this State, conducted responsibilities pertaining to public services such as utilities, sanitation, recycling and property maintenance within the City and has City employees devoted specifically to such public services; and

WHEREAS, the City has not previously formally established the Department of Public Services by ordinance; and

WHEREAS, Mayor and City Council desire to formally and officially establish the Department of Public Services and have said Department be included under Chapter 2 of the City Code.

NOW THEREFORE, BE IT ORDAINED by the Mayor and City Council for the City of North Augusta, South Carolina, in a meeting duly assembled and by the authority thereof, that the Municipal Code for the City of North Augusta is hereby amended by including the following as a portion of said Code:

**ARTICLE XVII. Department of Public Services; Director of Public Services; duties of Department and Manager.**

**Sec. 2-293. Establishment of Department of Public Services; Purpose.**

There shall be a Department of Public Services. The Department shall provide services and technical expertise to City employees, elected officials, citizens and others regarding utility provision, sanitation and recycling, and public property maintenance.

**Sec. 2-294. Establishment of office and appointment of Director.**

There shall be an officer of the City known as the Director of Public Services who shall be appointed by the Mayor, upon recommendation of the City Administrator.

**Sec. 2-295. Control and management of the Department.**

The Director shall be responsible for the administration and management of the Department and shall report directly to the City Administrator in connection with such administrative duties.

**Sec. 2-296. Duties of Department of Public Services Director generally.**

The Department under the direction of the Director shall:

- (1) Plan, organize, supervise, coordinate and direct the operations, activities and administration of several divisions to include Utilities Administration, Water Operations, Water Production, Sanitation Services, Materials Recovery Facility, Property Maintenance and Fleet Maintenance.
- (2) Develop and implement short and long term capital project improvement plans, budgets for construction, personnel and equipment needs; prepare project cost estimates; obtain state and local permits; conduct pre-construction meetings and manage projects.

- (3) Receive public service inquiries for assistance and complaints; evaluates customer service needs; oversees response to non-emergency and emergency inquiries.
- (4) Prepare reports for City Council, City Administration, and other public entities; attends community meetings, special events, and public service presentations for various groups; meets with builders, developers, engineers, news media, vendors, and others.

**Sec. 2-297. Approval authority during times of absence of Director.**

- (1) The Director is authorized to designate a person to exercise authority of the Public Services Director at times when the Director is unavailable as result of physical absence from the office. In order for such designation of authority to be effective, the Public Services Director would need to provide written authorization, setting forth the specific dates that the designee would have such authority.
- (2) In the event of the vacancy in the position of Public Services Director, the City Administrator is authorized to designate a person to exercise the authority of the Public Services Director. In order for such designation of authority to be effective, the City Administrator would need to provide written authorization, setting forth the specific dates that the designee would have such authority.

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

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

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

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

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

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

ATTEST:

\_\_\_\_\_  
Jamie Paul, City Clerk



RESOLUTION NUMBER 2023-42  
TO AUTHORIZE AN AMENDMENT TO THE EMPLOYMENT CONTRACT  
OF JAMES S. CLIFFORD, CITY ADMINISTRATOR  
DATED THE 19<sup>TH</sup> DAY OF MAY, 2020.

WHEREAS, the Employment Contract for the City Administrator James S. Clifford entered into on the 19<sup>th</sup> day of May, 2020 specifically provides for the amendment of said Contract with the requirement that no amendment shall be effective unless in writing and executed with the same formality as the original Contract; and,

WHEREAS, the existing Contract was entered into following the approval of same by Mayor and City Council by Resolution Number. 2020-17 passed on the 18<sup>th</sup> day of May, 2020; and,

WHEREAS, the Mayor and City Council have determined that it would be appropriate and in the best interest of the City that Section 4 entitled Residence which reads as follows: “within the first three (3) years of Mr. Clifford’s employ he shall establish residence within the City Limits”, be amended as follows: Mayor and Council specifically authorize Mr. Clifford to reside outside of the City Limits during the term of his Contract.

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

1. The amendment to the Employment Agreement between the City of North Augusta and Mr. James S. Clifford, as specified above concerning Section 4, is hereby authorized.
2. That the Mayor is specifically authorized to execute such amendment on behalf of the City.

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

\_\_\_\_\_  
Britton S. Williams, Mayor

ATTEST:

\_\_\_\_\_  
Jamie Paul, City Clerk

RESOLUTION NO. 2023-43  
A RESOLUTION AUTHORIZING THE DISBURSEMENT OF OPIOID SETTLEMENT  
FUNDS TO THE AIKEN CENTER FOR THE DEVELOPMENT OF AN OPIOID MISUSE  
AND DISORDER ABATEMENT PROGRAM

WHEREAS, On February 25, 2022, the National Prescription Opiate Litigation Plaintiffs' Executive Committee (PEC) finalized settlements totaling \$26 billion with three of the nation's top wholesale pharmaceutical drug distributors, AmerisourceBergen, Cardinal Health, McKesson, and opioid manufacturer Johnson & Johnson.; and

WHEREAS, The South Carolina Opioid Recovery Act, approved by Governor Henry McMaster on May 23, 2022, established the South Carolina Opioid Recovery Fund (SCORF) and the administration, accountability, and operation of the Fund in accordance with the terms of the *In re South Carolina Opioid Litigation* settlement agreement; and

WHEREAS, the City of North Augusta is eligible for this funding; and

WHEREAS, The City of North Augusta is partnered with The Aiken Center in their mission to promote hopeful, healthy living and freedom from substance misuse through prevention, treatment, and recovery; and

WHEREAS, The Aiken Center has requested North Augusta SCORF funding in the amount of \$25,000 to complement funding provided by the City of Aiken and Aiken County for the purpose of drafting a strategic plan which would be used for further SCORF funding requests to mitigate the effects of opioid addiction within our City.

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 request \$25,000 from the South Carolina Opioid Recovery Fund.
2. The Council authorizes the City Administrator to disburse that \$25,000 funding to the Aiken Center for the purpose of developing an Aiken County-wide strategic plan to mitigate the impacts of opioid use on our community.
3. The Council authorizes the City Administrator to enter into an agreement with the Aiken Center and other governmental entities as required for the adoption and implementation of the strategic plan.

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

\_\_\_\_\_  
Britton S. Williams, Mayor

ATTEST:

\_\_\_\_\_  
Jamie Paul, City Clerk

RESOLUTION NO. 2023-44  
ACCEPTING A DEED OF DEDICATION FOR THE STREETS,  
SANITARY SEWER, STORMWATER COLLECTION AND FIRE SUPPRESSION  
SYSTEMS, AND ASSOCIATED EASEMENTS AND RIGHTS OF WAY, ALONG WITH A  
MAINTENANCE GUARANTEE AND LETTER OF CREDIT,  
FOR GREGORY LANDING, PHASE 3

WHEREAS, Metro Homesites, LLC developed Gregory Landing, Phase 3 according to the requirements of the North Augusta Planning Commission; and the City, and owns the streets, utilities and easements; and

WHEREAS, pursuant to §5.8.4.3 of the North Augusta Development Code, the Director of Planning and Development and the City Engineer approved the final subdivision plat for recording on August 29, 2023 and

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

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

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

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

ANY AND ALL of the within-described property thereby containing and encompassing all of the streets, rights of way, sanitary sewer lines, storm water collection systems, and related infrastructure, and appurtenances to said premises belonging or in any way incident or appertaining, located within said property in accordance with and as shown on a plat of Gregory Landing, Phase 3 for Metro Homesites, LLC, prepared by Southern Partners, dated June 28, 2023, and recorded in the Office of the Edgefield County Clerk of Court in Plat Book 2070, page 265 the within-referenced plat.

TOGETHER WITH all fire suppression systems and components accessing, incorporating and using the water supply system, connections and lines located within the subdivision property, as well and the necessary ingress and egress to reach and enter the aforesaid.

Derivation: This is the same property conveyed to METRO HOMESITES, LLC by Deed of Virginia Ann Hodson and Priscilla Bradley aka Priscella Dianna Witek, dated February 29, 2016, recorded in said RMC office in Book 1565, Page 7.

Map/Parcel No. 106-00-00-009-000

BE IT FURTHER RESOLVED that a Maintenance Guarantee and letter of credit in the amount of \$160,000.00 are hereby accepted.

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

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

ATTEST:

\_\_\_\_\_  
Jamie Paul, City Clerk

RETURN TO:  
Donald H. White, P.C.  
924 Stevens Creek Road, Ste. 101  
Augusta, Ga. 30907

STATE OF SOUTH CAROLINA            )  
COUNTY OF EDGEFIELD                )

DEED OF DEDICATION

THIS INDENTURE, made and entered into this 24<sup>th</sup> day of July, 2023, by and between METRO HOMESITES, LLC., hereinafter referred to as the Party of the First Part, and CITY OF NORTH AUGUSTA, SOUTH CAROLINA, a body politic and corporate and a political subdivision of the County of Aiken, State of South Carolina, acting by and through its City Council and Mayor, hereinafter referred to as the Party of the Second Part.

WITNESSETH

THE PARTY OF THE FIRST PART, for and in consideration of the sum of One Dollar (\$1.00) in cash to it in hand paid by the Party of the Second Part, the receipt of which is hereby acknowledged, and by way of dedication to the Party of the Second Part, at and/or before the sealing and delivery of these presents, and other good and valuable considerations, has granted, bargained, sold, released, conveyed and confirmed and by these presents does grant, bargain, sell, release, convey and confirm unto the said Party of the Second Part, its successors and assigns, the following described property, to-wit:

ANY AND ALL of the within-described property thereby containing and encompassing all of the streets, rights of way, sanitary sewer lines, storm water collection systems, and related infrastructure, and appurtenances to said premises belonging or in any way incident or appertaining, located within said property in accordance with and as shown on a plat of Gregory Landing Phase 3 for Metro Homesites, LLC, prepared by Southern Partners, dated June 28, 2023, and recorded in the Office of the Edgefield County Clerk of Court in Plat Book \_\_\_\_\_, page \_\_\_\_\_ the within-referenced plat.

TOGETHER WITH all (a) sanitary sewerage collection systems shown on the aforesaid plat; (d) storm water collection system shown on the aforesaid plat; and (e) a perpetual and non-exclusive easement for sanitary sewage and storm water collection systems located on the property shown on the aforesaid plat, as well as the necessary ingress and egress to reach and enter the aforesaid.

TOGETHER WITH all fire suppression systems and components accessing, incorporating and using the water supply system, connections and lines located within the subdivision property, as well and the necessary ingress and egress to reach and enter the aforesaid.

Derivation: This is the same property conveyed to METRO HOMESITES, LLC by Deed of Virginia Ann Hodson and Priscilla Bradley aka Priscella Dianna Witek, dated February 29, 2016, recorded in said RMC office in Book 1565, page 7.

Map/Parcel No. 106-00-00-009-000

Grantee's Address: P.O. Box 6400  
North Augusta, South Carolina 29841  
Attn: North Augusta City Clerk

TO HAVE AND TO HOLD SAID PROPERTY and all singular the members and appurtenances therein belonging as aforesaid, and every part thereof, unto the said Party of the Second Part, its successors and assigns, forever in FEE SIMPLE.


IN WITNESS WHEREOF, the said Party of the First Part has caused these presents to be executed the day and year first above written as the date of these presents.

SIGNED, SEALED AND DELIVERED  
in the presence of:

:  
:METRO HOMESITES, LLC  
:  
:

  
\_\_\_\_\_

:By:  L.S.

  
\_\_\_\_\_

: Mark Gilliam  
:As its: Managing Member  
{CORPORATE SEAL}

Notary Public,  
My commission expires:



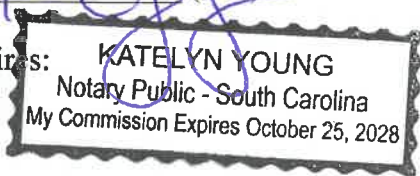
ACKNOWLEDGEMENT

STATE OF SOUTH CAROLINA  
COUNTY OF EDGEFIELD

Sworn to, subscribed and acknowledged before me by METRO HOMESITES, LLC, by and through its authorized officer, and the above subscribing witness, this 24 day of July, 2023.

  
\_\_\_\_\_ (seal)

Notary Public,  
My commission expires:



IN WITNESS WHEREOF, on this \_\_\_\_\_ day of \_\_\_\_\_, 2023, the herein below Party of the Second Part has executed this Deed of Dedication.

CITY OF NORTH AUGUSTA,  
SOUTH CAROLINA

Signed, sealed and delivered  
in the presence of:

By: \_\_\_\_\_  
As its:

\_\_\_\_\_  
Witness

Attest: \_\_\_\_\_  
As its:

\_\_\_\_\_  
Witness

ACKNOWLEDGEMENT

STATE OF SOUTH CAROLINA  
COUNTY OF EDGEFIELD

Sworn to, subscribed and acknowledged before me by City of North Augusta, South Carolina, by and through its authorized representative and agent, and the above subscribing witness, this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_ (seal)  
Notary Public,  
My commission expires:

LAW OFFICES OF

**DONALD H. WHITE**  
A PROFESSIONAL CORPORATION

*Licensed in Georgia and South Carolina*

924 Stevens Creek Road, Suite 101  
Augusta, Georgia 30907  
(706) 860-6810  
(706) 860-1549 Fax

511 W. Martintown Road  
North Augusta, SC 29841  
(803) 202-0212  
E-Mail: don@donwhitelaw.com  
www.donwhitelaw.com

July 26, 2023

City of North Augusta Planning and Zoning Department  
100 Georgia Avenue, Second Floor  
North Augusta, South Carolina 29841

Re: Metro Homesites, LLC  
Title Certification for Gregory Landing Subdivison, Section 3

**CERTIFICATE OF TITLE**

I am an attorney admitted to practice law in the State of South Carolina. The opinion set forth in this Certificate of Title may be relied upon only by the City of North Augusta, South Carolina, its successors and assigns, and its legal counsel, but no other party without my prior written consent.

I certify that an examination has been made of the pertinent public records duly indexed and filed in the office of the Clerk of Court, Register of Deeds, Judge of Probate (in the event title passed by descent or devise) and Treasurer's Office for Edgefield County and the City of North Augusta, as of July 24, 2023, at 5:00 p.m., which affects the title to the real property described on Exhibit "A" attached hereto and based upon such examination (expressly excluding matters not shown by records herein listed), it is our opinion that Metro Homesites, LLC, a limited liability company authorized to transact business in South Carolina, has a marketable, fee simple, recordable title thereto free and clear of all liens and encumbrances, except as set forth in Exhibit "B" attached hereto and made a part hereof for all purposes.

Donald H. White, P.C.

By: 

Donald H. White  
Attorney at Law  
S.C. Bar No. 6273



EXHIBIT "A"

All that tract or parcel of land, with improvements thereon, situate, lying and being in the State of South Carolina, County of Edgefield, City of North Augusta, consisting of 29.24 acres, and containing forty-two (42) lots, streets, common areas and water quality ponds, all as shown on a plat dated June 28, 2023, prepared by Southern Partners, Inc., for Metro Homesites, LLC, and to be recorded in the Office of the Clerk of Court for Edgefield County, S.C. (copy attached); and further shown on said plat as Lots J1-J42; together with Common Area 1, containing 5.27 acres; Common Area 2, containing 1.37 acres; and Detention Pond 1, containing 1.61 acres; and the following streets (all 50' right of way): Snow Bunting Court, Mottled Duck Drive, and Parakeet Court; all as shown on said plat, reference being made to said plat for a more complete and accurate description of the property hereby conveyed.

Derivation: This is a portion of the same property conveyed to Metro Homesites, LLC by Deed of Virginia Ann Hodson and Priscilla Bradley a/k/a Priscilla Dianne Witek, dated February 29, 2016, and recorded in the said Clerk's Office in Deed Book 1565, pages 7-11; and by Deed of Henry P. Reese, Jr., Barbara R. Herlong, Elsie R. Morgan, Faye M. Speight, and Susan M. Keck dated February 25, 2016, and recorded in said Clerk's Office, in Deed Book 1565, pages 18-22.

Map/Parcel No. (Portion of) 106-00-00-009-000 and 106-00-00-010-000

EXHIBIT "B"

1. County of Edgefield taxes for tax year 2023, which are accruing but not yet due and payable. County of Edgefield taxes for previous years are paid with no delinquency noted of record.
2. City of North Augusta taxes for tax year 2023, which are accruing but not yet due and payable. City of North Augusta taxes for previous years are not owed.
3. Mortgage in favor of State Bank and Trust Company, dated February 25, 2016, recorded on March 10, 2016, in Book 1565, pages 23-35, in the Office of the Clerk of Court for Edgefield County, South Carolina, in the original amount of \$891,400.00; assigned to Colony Bank on June 19, 2020, recorded in Book 1819, page 185.
4. Easement in favor of South Carolina Electric & Gas Company dated August 27, 1968, and recorded in Deed Book 42, page 378, Edgefield County records.
5. Matters as shown on a plat of Gregory Landing, Section 3, dated June 28, 2023, prepared by Southern Partners, Inc., submitted to the City of North Augusta for approval.
6. Matters occurring subsequent to the inclusive dated of title examination.
7. Matters which would not be revealed by a review of the public records regarding a proposed purchaser/borrower, who is not a current owner of the property.
8. Compliance with any local, county, state or federal government law or regulation relative to environment, zoning, subdivision, occupancy, use, construction or development of the subject property.
9. Judgments, liens, and proceedings filed only in Federal Court. (Upon the filing of a petition in Bankruptcy, title to real property vests in the Trustee in Bankruptcy and notice thereof is not always required to be filed in the County in which the Bankrupt debtor owns property; federal condemnation proceedings may vest property in the Federal Government.)
10. STANDARD EXCEPTIONS: Interests or claims not disclosed by public records, including but not limited to:
  - (a) Unrecorded mechanics or materialmen's liens. (Liens may be filed by persons or entities furnishing labor or materials to any improvements on real property within 90 days of performance or furnishing of materials.)
  - (b) Unrecorded leases.
  - (c) Matters that may defeat or impair title which do not appear on record.
  - (d) Taxes, Special Assessments and other governmental charges that are not shown as existing liens by the public records.
  - (e) Civil actions where no notice of *lis pendens* appears of record.





RECORD PLAT

SECTION 3

**GREGORY LANDING**

PROPERTY LOCATED NORTH OF I-20, IN THE CITY OF NORTH AUGUSTA  
EDGEFIELD COUNTY, SOUTH CAROLINA  
DATE: JUNE 28, 2023 SCALE: 1" = 80'  
REV: August 14, 2023 (Added 40' culvert EBM) N.A. comment.

PREPARED FOR:  
**METRO HOMESITES, LLC**  
824 STEVENS CREEK ROAD, AUGUSTA, GEORGIA 30607  
(706)555-1086 ATTN: Nick Gilliam

PREPARED BY:  
**SOUTHERN PARTNERS, INC.**  
ENGINEERS - SURVEYORS - PLANNERS - G.P.S.  
1233 AUGUSTA WEST PARKWAY, AUGUSTA, GA 30909 (706) 855-8000



I hereby state that to the best of my knowledge and belief, the information and data furnished to me in connection with the preparation of this plat are true and correct, and that the same conform to the requirements of the State of South Carolina, and meet or exceed the standards of the Surveying and Mapping Board of South Carolina, and that there are no visible encroachments or projections other than shown.

**PROJECT DATA**

TOTAL NO. OF LOTS	42
TOTAL AREA, SEC. 2	29.24 ACS
AVERAGE LOT SIZE	7,730 S.F.
MINIMUM LOT SIZE	10,291 S.F.
ROADWAY ACS	2.49 ACS
ZONING	R-10
TAX PARCEL #	106-00-00-009-000 106-00-00-010-000
	Deed Book 12653, PG. 7

**CITY ENGINEER'S CERTIFICATION**  
I HEREBY CERTIFY THAT THE SEWAGE DISPOSAL SYSTEM, DRAINAGE IMPROVEMENTS AND STORM DRAINAGE SYSTEMS SHOWN ON THIS PLAT HAVE BEEN DESIGNED AND CONSTRUCTED IN ACCORDANCE WITH THE APPLICABLE STANDARDS.  
DATE: 8/29/23  
NORTH AUGUSTA CITY ENGINEER

**ENGINEER'S CERTIFICATION**  
I HEREBY CERTIFY TO THE BEST OF MY KNOWLEDGE AND BELIEF THAT ALL ENGINEERING AND SURVEYING WORK SHOWN ON THIS PLAT HAS BEEN ACCURATELY AND FULLY COMPLIED WITH IN THE DESIGN AND CONSTRUCTION OF THIS SUBDIVISION.  
DATE: 8-14-23  
S.C. P.E. NO. 12844

**SURVEYOR'S CERTIFICATION**  
I HEREBY STATE TO THE BEST OF MY KNOWLEDGE AND BELIEF, THE SURVEY SHOWN HEREON WAS CONDUCTED IN ACCORDANCE WITH THE APPLICABLE STANDARDS OF THE SURVEYING AND MAPPING BOARD OF SOUTH CAROLINA, AND MEETS OR EXCEEDS THE REQUIREMENTS FOR A CLASS A SURVEY AS SHOWN.  
DATE: 8-14-23  
S.C. P.E. NO. 12844

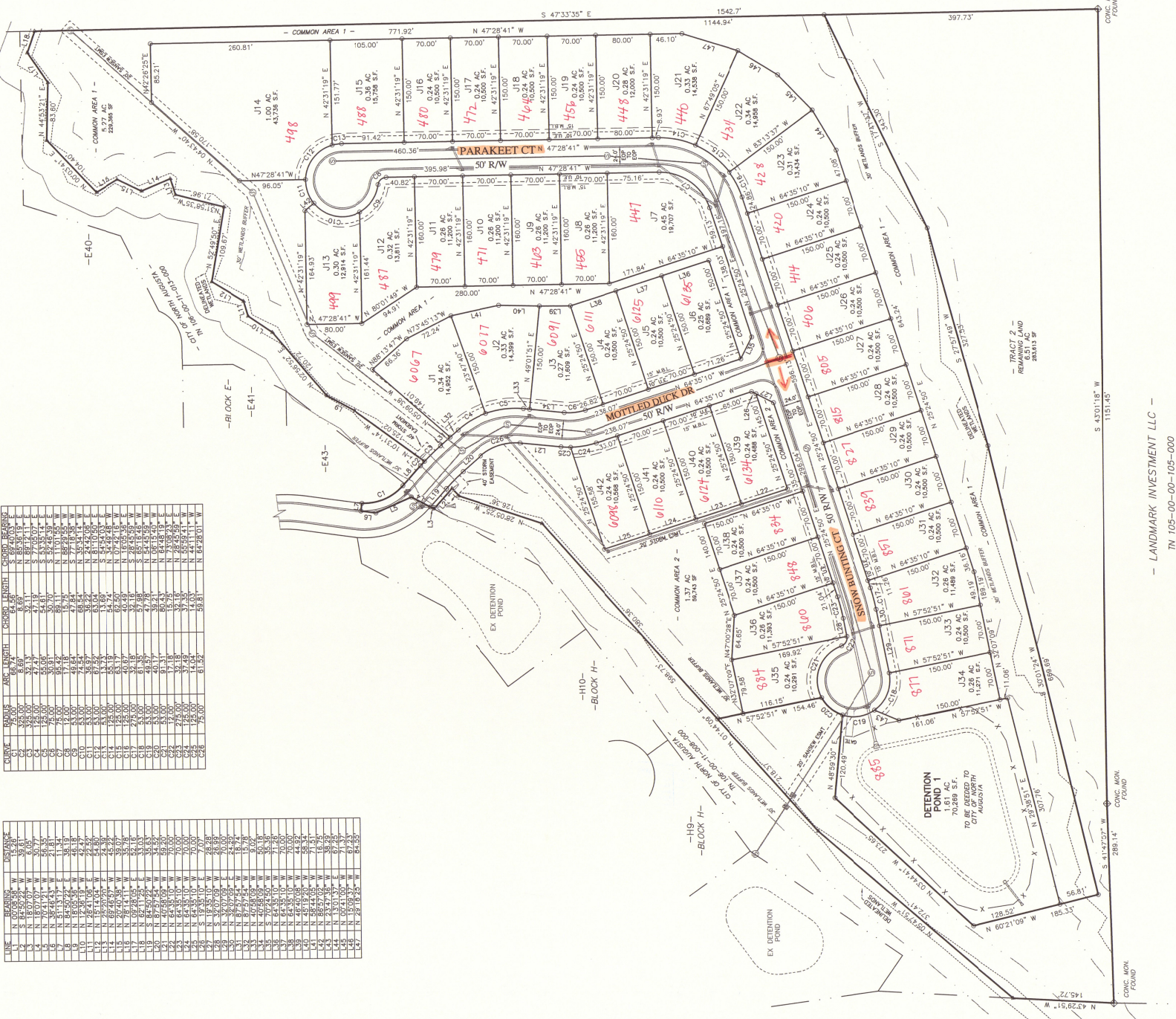
**OWNER'S CERTIFICATION**  
I HEREBY CERTIFY THAT I AM THE OWNER OF THE PROPERTY SHOWN AND DESCRIBED AND THAT I HAVE READ AND UNDERSTAND THE TERMS AND CONDITIONS OF THIS PLAT AND I AGREE TO ACCEPT THE PLAT AS SHOWN AND I AGREE TO HOLD THE CITY OF NORTH AUGUSTA HARMLESS FROM ALL LIABILITY FOR THE DESIGN AND CONSTRUCTION OF THE SEWAGE DISPOSAL SYSTEM, DRAINAGE IMPROVEMENTS AND STORM DRAINAGE SYSTEMS.  
DATE: 8-14-23

**PLANNING COMMISSION APPROVAL**  
I HEREBY CERTIFY THAT THIS PLAT CONFORMS TO THE MAJOR SUBDIVISION PLAN (PRELIMINARY PLAN) APPROVED BY THE NORTH AUGUSTA PLANNING COMMISSION PURSUANT TO THE NORTH AUGUSTA DEVELOPMENT CODE ON:  
DATE: 8-14-23

**UTILITY ENGINEER'S CERTIFICATION**  
I HEREBY CERTIFY THAT THE UTILITY SHOWN ON THIS PLAT HAS BEEN DESIGNED AND CONSTRUCTED IN ACCORDANCE WITH THE APPLICABLE STANDARDS.  
DATE: 8-29-23



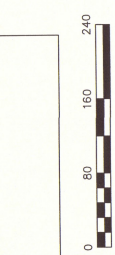
— LANDMARK INVESTMENT LLC —  
TN 105-00-00-105-000



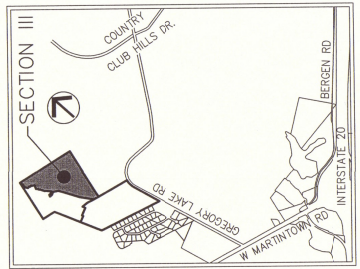
CURVE	BEARINGS	ARC LENGTH	CHORD LENGTH	CHORD BEARINGS
C1	S 89°40'00" E	84.45'	151.77'	S 89°40'00" E
C2	S 89°40'00" E	84.45'	151.77'	S 89°40'00" E
C3	S 89°40'00" E	84.45'	151.77'	S 89°40'00" E
C4	S 89°40'00" E	84.45'	151.77'	S 89°40'00" E
C5	S 89°40'00" E	84.45'	151.77'	S 89°40'00" E
C6	S 89°40'00" E	84.45'	151.77'	S 89°40'00" E
C7	S 89°40'00" E	84.45'	151.77'	S 89°40'00" E
C8	S 89°40'00" E	84.45'	151.77'	S 89°40'00" E
C9	S 89°40'00" E	84.45'	151.77'	S 89°40'00" E
C10	S 89°40'00" E	84.45'	151.77'	S 89°40'00" E
C11	S 89°40'00" E	84.45'	151.77'	S 89°40'00" E
C12	S 89°40'00" E	84.45'	151.77'	S 89°40'00" E
C13	S 89°40'00" E	84.45'	151.77'	S 89°40'00" E
C14	S 89°40'00" E	84.45'	151.77'	S 89°40'00" E
C15	S 89°40'00" E	84.45'	151.77'	S 89°40'00" E
C16	S 89°40'00" E	84.45'	151.77'	S 89°40'00" E
C17	S 89°40'00" E	84.45'	151.77'	S 89°40'00" E
C18	S 89°40'00" E	84.45'	151.77'	S 89°40'00" E
C19	S 89°40'00" E	84.45'	151.77'	S 89°40'00" E
C20	S 89°40'00" E	84.45'	151.77'	S 89°40'00" E
C21	S 89°40'00" E	84.45'	151.77'	S 89°40'00" E
C22	S 89°40'00" E	84.45'	151.77'	S 89°40'00" E
C23	S 89°40'00" E	84.45'	151.77'	S 89°40'00" E
C24	S 89°40'00" E	84.45'	151.77'	S 89°40'00" E
C25	S 89°40'00" E	84.45'	151.77'	S 89°40'00" E
C26	S 89°40'00" E	84.45'	151.77'	S 89°40'00" E
C27	S 89°40'00" E	84.45'	151.77'	S 89°40'00" E

LINE	BEARINGS	LENGTH	DEVIATION
L1	N 0°00'00" E	W	13.28'
L2	S 84°50'00" E	W	39.81'
L3	S 89°40'00" E	W	30.77'
L4	S 89°40'00" E	W	30.77'
L5	S 89°40'00" E	W	30.77'
L6	S 89°40'00" E	W	30.77'
L7	S 89°40'00" E	W	30.77'
L8	S 89°40'00" E	W	30.77'
L9	S 89°40'00" E	W	30.77'
L10	S 89°40'00" E	W	30.77'
L11	S 89°40'00" E	W	30.77'
L12	S 89°40'00" E	W	30.77'
L13	S 89°40'00" E	W	30.77'
L14	S 89°40'00" E	W	30.77'
L15	S 89°40'00" E	W	30.77'
L16	S 89°40'00" E	W	30.77'
L17	S 89°40'00" E	W	30.77'
L18	S 89°40'00" E	W	30.77'
L19	S 89°40'00" E	W	30.77'
L20	S 89°40'00" E	W	30.77'
L21	S 89°40'00" E	W	30.77'
L22	S 89°40'00" E	W	30.77'
L23	S 89°40'00" E	W	30.77'
L24	S 89°40'00" E	W	30.77'
L25	S 89°40'00" E	W	30.77'
L26	S 89°40'00" E	W	30.77'
L27	S 89°40'00" E	W	30.77'
L28	S 89°40'00" E	W	30.77'
L29	S 89°40'00" E	W	30.77'
L30	S 89°40'00" E	W	30.77'
L31	S 89°40'00" E	W	30.77'
L32	S 89°40'00" E	W	30.77'
L33	S 89°40'00" E	W	30.77'
L34	S 89°40'00" E	W	30.77'
L35	S 89°40'00" E	W	30.77'
L36	S 89°40'00" E	W	30.77'
L37	S 89°40'00" E	W	30.77'
L38	S 89°40'00" E	W	30.77'
L39	S 89°40'00" E	W	30.77'
L40	S 89°40'00" E	W	30.77'
L41	S 89°40'00" E	W	30.77'
L42	S 89°40'00" E	W	30.77'
L43	S 89°40'00" E	W	30.77'
L44	S 89°40'00" E	W	30.77'
L45	S 89°40'00" E	W	30.77'
L46	S 89°40'00" E	W	30.77'
L47	S 89°40'00" E	W	30.77'
L48	S 89°40'00" E	W	30.77'
L49	S 89°40'00" E	W	30.77'
L50	S 89°40'00" E	W	30.77'

FILED FOR RECORD IN EDGEFIELD COUNTY, SC  
INstruments & Records Section  
DATE: 8/29/23 10:59 AM  
PAGE: 10 OF 10  
THE: 8/29/23 10:59 AM  
RECORDING FEE: \$ 250.00



○ = 1/2" REBAR SET  
△ = CALCULATED POINT



- GENERAL NOTES:**
- 1/2" REBAR SET AT ALL PROPERTY CORNERS
  - UNLESS OTHERWISE SPECIFIED, ALL UTILITY AND STORM DRAINAGE LINES AS SHOWN OR AS BUILT, UNLESS OTHERWISE SHOWN.
  - THERE IS A 15' MINIMUM BUILDING LINE ALONG BUILDING LINE ALONG ALL SIDE LOT LINES AND A 15' MINIMUM BUILDING LINE ALONG ALL REAR LOT LINES, UNLESS OTHERWISE SHOWN.
  - WATER BY EDGEFIELD COUNTY WATER
  - PAVEMENT WIDTH IS 24.00' EDGE OF PAVEMENT TO EDGE OF PAVEMENT
  - TO EXCEED FLOOR ELEVATION OF ALL STRUCTURES MUST BE FIVE FEET ABOVE SANITARY SEWER LATERAL INVERT AT THE R/W OR PROPERTY LINE.
  - ACCORDING TO THE FEMA FLOOD INSURANCE RATE MAPS, EFFECTIVE SEPTEMBER 14, 2018 & MARCH 3, 2011, THE AREA IS IN ZONE X-1 (Other areas) and THEREFORE IS NOT IN THE 100 YEAR FLOOD PLAIN.
  - REAR FLOOD DRAINAGE AND UTILITY EASEMENT IS RESERVED ON EACH SIDE OF ALL LOT LINES AND IS TO BE USED FOR DRAINAGE AND UTILITY EASEMENT IS RESERVED ON ALL FRONT AND REAR LOT LINES, UNLESS OTHERWISE SHOWN.
  - OWNER AND MAINTENANCE OF DRAINAGE SWALES. OWNER OF LOT SHALL BE RESPONSIBLE FOR THE MAINTENANCE AND UPKEEP OF DRAINAGE EASEMENTS AND DRAINAGE SWALES. TRASH AND OTHER OBSTACLES THAT MAY OBSTRUCT THIS EASEMENT ARE NOT PERMITTED. THE MAINTENANCE OF SUCH DRAINAGE EASEMENTS AND DRAINAGE SWALES AS SHOWN WITHIN THIS PLAT SHALL BE THE RESPONSIBILITY OF THE OWNER OF THE LOT. THE MAINTENANCE OF SUCH EASEMENTS OR SWALES SHALL NOT IMPERE THE DRAINAGE PATH TO THE PUBLIC DRAINAGE SYSTEMS.
  - INDIVIDUAL LOT DRAINAGE NOTE:  
THE RESIDENTIAL BUILDING CONTRACTOR MUST PROVIDE AND SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF DRAINAGE SWALES. POSITIVE DRAINAGE AWAY FROM THE FUTURE HOMES THAT MEET THE REQUIREMENTS OF THE DEVELOPMENT CODE SHALL BE DISCHARGED DIRECTLY TO THE PUBLIC DRAINAGE SYSTEMS. THE MAINTENANCE OF SUCH DRAINAGE EASEMENTS AND DRAINAGE SWALES AS SHOWN WITHIN THIS PLAT SHALL BE THE RESPONSIBILITY OF THE OWNER OF THE LOT. THE MAINTENANCE OF SUCH EASEMENTS OR SWALES SHALL NOT IMPERE THE DRAINAGE PATH TO THE PUBLIC DRAINAGE SYSTEMS.

REC'D PLAT 28912-28912-RP





# Department of Planning And Development

Memorandum # 23-025

City of North Augusta

**To:** James S. Clifford, City Administrator

**From:** Tommy Paradise, Director

**Subject:** Gregory Landing Phase 3 Performance and Maintenance Guarantee

**Date:** August 29, 2023

Metro Homesites, LLC has received approval for Application PP21-004, a major subdivision preliminary plat to construct 42 single-family detached lots known as Gregory Landing Section 3. The developer has provided a Performance Guarantee and Letter of Credit for a portion of the required landscaping and sidewalks in order to approve the Final Plat for the sale of lots. A letter of credit in the amount of \$146,750.00 has been provided by the developer to guarantee the remaining work covered under the Performance Guarantee.

A Maintenance Guarantee and Letter of Credit in the amount of \$160,000.00 for the streets, curbs and gutters, sidewalks, sanitary sewerage collection system, stormwater collection system, and easements and rights of way for streets required as part of the approved major subdivision plan has been provided by the developer. The Maintenance Guarantee insures the improvements for a period of twenty-four (24) months from the City's approval of the Final Plat, and in the event of a failure, the city will have the right to draw upon the deposit to complete the work.

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

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

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

**NAME OF SUBDIVISION/DEVELOPMENT:**                    **Gregory Landing Sec. 3**

**DEVELOPER/OWNER:**   **Metro Homesites, LLC**

**DATE OF FINAL PLAT APPROVAL:**

**MAINTENANCE GUARANTEE AMOUNT:**                    **\$160,000.00**

**WHEREAS**, Metro Homesites, LLC has submitted a major subdivision final plat for Gregory Landing, Section 3 prepared by Southern Partners, Inc. dated June 28, 2023 for 42 single-family residential lots situated in the City of North Augusta, County and State aforesaid; and

**WHEREAS**, the North Augusta Planning Commission, meeting on June 17, 2021 did grant major subdivision preliminary plat approval for Gregory Landing, Section 3 and the Director of Planning and Development and the City Engineer signed the major subdivision preliminary plat on February 1, 2022 and

**WHEREAS**, the developer developed the approved major subdivision for Gregory Landing, Section 3; and

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

**WHEREAS**, pursuant to §5.8.4 of the North Augusta Development Code, the Director of Planning and Development and the City Engineer approved the major subdivision final plat for Gregory Landing, Section 3 on August 29, 2023; and

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

**NOW, THEREFORE**, as security for the maintenance by the developer of the infrastructure improvements as shown on the major subdivision plan for Gregory Landing, Section 3, as well as for any other improvements provided and proposed to be granted to the City by deed of dedication in accordance with §5.8.5 of the North Augusta Development Code, the developer does hereby guarantee the maintenance of the infrastructure improvements under and pursuant to the following terms.

#### INFRASTRUCTURE IMPROVEMENTS SUBJECT TO THIS GUARANTEE

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

- A. Streets;
- B. Curbs and gutters;
- C. Sidewalks;
- D. Sanitary sewerage collection system, including lift stations;
- E. Stormwater collection system including stormwater detention areas;
- F. Easements and rights of way for streets, sidewalks, sanitary sewage and stormwater collection systems.

#### REPRESENTATIONS BY THE DEVELOPER

The Developer represents to the City of North Augusta that:

- A. For a period of twenty-four (24) months from the approval of the final plat, the improvements will not fail, for any reason, with the exception of force majeure;
- B. The Developer has submitted the Deed of Dedication and a monetary guarantee, in the form of a Letter of Credit in the amount of \$160,000.00, in support of this Maintenance Guarantee in accordance with §§5.8.4 and 5.8.5 of the North Augusta Development Code within the specified time period;
- C. The City Engineer for the City of North Augusta shall have full and absolute discretion and authority in determining whether or not a failure has occurred in regard to the infrastructure subject to this Maintenance Guarantee.

#### REMEDIES IN THE EVENT OF DEFAULT

In the event that the City Engineer for the City of North Augusta, in his sole discretion, determines that a failure has occurred, he shall provide written notice of such failure to the developer with a request for the immediate correction of said failure. In the event of failure by the

## Maintenance Guarantee – Gregory Landing, Section 3

developer to make such repairs as necessary within sixty (60) days of such written notice or within ten (10) days, in the event of such notice being received during the last sixty (60) days covered by this Maintenance Guarantee and letter of credit, the following conditions shall prevail:

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

(Signature pages follow)

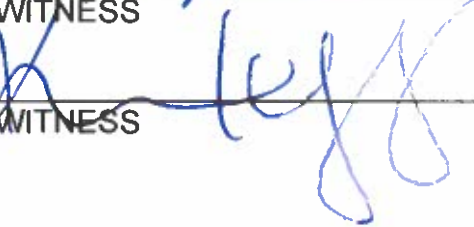


Maintenance Guarantee – Gregory Landing, Section 3

IN WITNESS WHEREOF, Metro Homesites, LLC has caused these presents to be executed this 18<sup>th</sup> day of August, 2023.

Metro Homesites, LLC

  
\_\_\_\_\_  
WITNESS

  
\_\_\_\_\_  
WITNESS

BY:   
\_\_\_\_\_  
MARK GILLIAM  
ITS: Manager

(Signature pages continue)

Maintenance Guarantee – Gregory Landing, Section 3

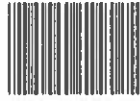
ACCEPTED THIS 29<sup>th</sup> DAY OF August, 2023.

City of North Augusta

Rich Jones  
WITNESS

[Signature]  
WITNESS

BY: [Signature]  
JAMES S. CLIFFORD  
ITS: CITY ADMINISTRATOR



\*2605\*

## IRREVOCABLE LETTER OF CREDIT

**Borrower:** METRO HOMESITES, LLC  
924 Stevens Creek Rd  
Augusta, GA 30907

**Lender:** Colony Bank  
Augusta  
Po Box 989  
115 South Grant Street  
Fitzgerald, GA 31750

**Beneficiary:** CITY OF NORTH AUGUSTA  
100 GEORGIA AVENUE  
NORTH AUGUSTA, SC 29841

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**NO.: 114028579**

**EXPIRATION DATE.** This letter of credit shall expire upon the earlier of the close of business on 08-23-2025 and all drafts and accompanying statements or documents must be presented to Lender on or before that time, or the day that Lender honors a draw under which the full amount of this Letter of Credit has been drawn (the "Expiration Date").

**AMOUNT OF CREDIT.** Lender hereby establishes at the request and for the account of Borrower, an Irrevocable Letter of Credit in favor of Beneficiary for a sum of One Hundred Sixty Thousand & 00/100 Dollars (\$160,000.00) (the "Letter of Credit"). These funds shall be made available to Beneficiary upon Lender's receipt from Beneficiary of sight drafts drawn on Lender at Lender's address indicated above (or other such address that Lender may provide Beneficiary in writing) during regular business hours and accompanied by the signed written statements or documents indicated below.

**WARNING TO BENEFICIARY: PLEASE EXAMINE THIS LETTER OF CREDIT AT ONCE. IF YOU FEEL UNABLE TO MEET ANY OF ITS REQUIREMENTS, EITHER SINGLY OR TOGETHER, YOU SHOULD CONTACT BORROWER IMMEDIATELY TO SEE IF THE LETTER OF CREDIT CAN BE AMENDED. OTHERWISE, YOU WILL RISK LOSING PAYMENT UNDER THIS LETTER OF CREDIT FOR FAILURE TO COMPLY STRICTLY WITH ITS TERMS AS WRITTEN.**

**DRAFT TERMS AND CONDITIONS.** Lender shall honor drafts submitted by Beneficiary under the following terms and conditions:

Upon Lender's honor of such drafts, Lender shall be fully discharged of Lender's obligations under this Letter of Credit and shall not be obligated to make any further payments under this Letter of Credit once the full amount of credit available under this Letter of Credit has been drawn.

Beneficiary shall have no recourse against Lender for any amount paid under this Letter of Credit once Lender has honored any draft or other document which complies strictly with this Letter of Credit, and which on its face appears otherwise in order but which is signed, issued, or presented by a party or under the name of a party purporting to act for Beneficiary, purporting to claim through Beneficiary, or posing as Beneficiary without Beneficiary's authorization. By paying an amount demanded in accordance with this Letter of Credit, Lender makes no representation as to the correctness of the amount demanded and Lender shall not be liable to Beneficiary, or any other person, for any amount paid or disbursed for any reason whatsoever, including, without limitation, any nonapplication or misapplication by Beneficiary of the proceeds of such payment. By presenting upon Lender or a confirming bank, Beneficiary certifies that Beneficiary has not and will not present upon the other, unless and until Beneficiary meets with dishonor. Beneficiary promises to return to Lender any funds received by Beneficiary in excess of the Letter of Credit's maximum drawing amount.

**USE RESTRICTIONS.** All drafts must be marked "DRAWN UNDER Colony Bank IRREVOCABLE LETTER OF CREDIT NO. 114028579 DATED 08-23-2023," and the amount of each draft shall be marked on the draft. Only Beneficiary may complete a draft and accompanying statements or documents required by this Letter of Credit and make a draw under this Letter of Credit. This original Letter of Credit must accompany any draft drawn hereunder.

Partial draws are not permitted under this Letter of Credit.

**PERMITTED TRANSFEREES.** The right to draw under this Letter of Credit shall be nontransferable, except for:

- A. A transfer (in its entirety, but not in part) by direct operation of law to the administrator, executor, bankruptcy trustee, receiver, liquidator, successor, or other representative at law of the original Beneficiary; and
- B. The first immediate transfer (in its entirety, but not in part) by such legal representative to a third party after express approval of a governmental body (judicial, administrative, or executive).

**TRANSFEREES REQUIRED DOCUMENTS.** When the presenter is a permitted transferee (i) by operation of law or (ii) a third party receiving transfer from a legal representative, as described above, the documents required for a draw shall include a certified copy of the one or more documents which show the presenter's authority to claim through or to act with authority for the original Beneficiary.

**COMPLIANCE BURDEN.** Lender is not responsible for any impossibility or other difficulty in achieving strict compliance with the requirements of this Letter of Credit precisely as written. Beneficiary understands and acknowledges: (i) that unless and until the present wording of this Letter of Credit is amended with Lender's prior written consent, the burden of complying strictly with such wording remains solely upon Beneficiary, and (ii) that Lender is relying upon the lack of such amendment as constituting Beneficiary's initial and continued approval of such wording.

**NON-SEVERABILITY.** If any aspect of this Letter of Credit is ever declared unenforceable for any reason by any court or governmental body having jurisdiction, Lender's entire engagement under this Letter of Credit shall be deemed null and void ab initio, and both Lender and Beneficiary shall be restored to the position each would have occupied with all rights available as though this Letter of Credit had never occurred. This non-severability provision shall override all other provisions in this Letter of Credit, no matter where such provision appears within this Letter of Credit.

**GOVERNING LAW.** This Agreement will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Georgia without regard to its conflicts of law provisions, and except to the extent such laws are inconsistent with the 2007 Revision of the Uniform Customs and Practice for Documentary Credits of the International Chamber of Commerce, ICC Publication No. 600. This Agreement has been accepted by Lender in the State of Georgia.

**EXPIRATION.** Lender hereby agrees with Beneficiary that drafts drawn under and in compliance with the terms of this Letter of Credit will be duly honored if presented to Lender on or before the Expiration Date unless otherwise provided for above.

IRREVOCABLE LETTER OF CREDIT  
(Continued)

Loan No: 114028579

Page 2

Dated: August 23, 2023

LENDER:

COLONY BANK

By:  (Seal)  
Hugh Hollar, Senior Vice President

STATE OF SOUTH CAROLINA            )  
  )  
COUNTY OF EDGEFIELD                )     **PERFORMANCE GUARANTEE**  
  )     (Sidewalks and Subdivision Trees)

THIS AGREEMENT IS MADE AND ENTERED INTO this 18<sup>TH</sup> day of August 2023 by and between Metro Homesites, LLC hereinafter known as "Applicant", and the City of North Augusta, hereinafter known as "City". The designations Applicant and City as used herein shall include said parties, their heirs, successors and assigns.

WITNESSETH:

WHEREAS, the Applicant has received approval for Application PP21-004 a major subdivision preliminary plat, to develop 42 single-family lots, Tax Parcel Number 106-00-00-009 and 106-00-00-010; and

WHEREAS, City approval of the major subdivision preliminary plat required site improvements of the sidewalks and neighborhood trees in accordance with City development standards and the City Engineer estimates the cost to construct these improvements to be \$117,400.00; and

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

WHEREAS, pursuant to §5.8.6 of the North Augusta Development Code, the City requires that the Applicant execute a Performance Guarantee supported by a letter of credit or other form of monetary guarantee in the amount of one hundred forty-six thousand, seven hundred fifty dollars (\$146,750.00), representing one hundred twenty-five percent (125%) of the estimated construction cost, to guarantee completion of the remaining site improvements.

IT IS HEREBY AGREED AS FOLLOWS:

1. The Applicant has provided a monetary guarantee, in the form of a Letter of Credit in the amount of \$146,750.00 which is valid for a period of twenty-four (24) months from the date of acceptance; and
2. The Applicant will complete the remaining site improvements not later than twenty-two (22) months following the effective date of this Performance Guarantee in accordance with City development standards and the approved specifications in the Applicant's major subdivision plan approved on September 10, 2021 and

3. The City Engineer and Planning and Development Director shall regularly inspect the site improvement installation and exercise reasonable discretion to determine if the site improvement installation has been timely completed in conformity with City standards and approved major subdivision plan specifications; and
4. The City Engineer and/or Planning and Development Director, upon receipt of the Applicant's request to reduce the monetary guarantee amount held by the City based on satisfactory partial completion of required improvements during the twenty-two (22) month improvement installation period, shall have the discretion to approve and implement said request; and
5. If the City Engineer and/or Planning and Development Director approves the final inspection of the finished site improvements either on a date earlier than the expiration of the Performance Guarantee or at the time of the expiration of the Performance Guarantee, the City shall acknowledge in writing that the Applicant has fully performed under the terms of the Performance Guarantee and release the monetary guarantee, provided that the Applicant has executed and the City has accepted a twenty-two (22) month Maintenance Guarantee supported by a letter of credit or other form of monetary guarantee in an amount equal to fifteen percent (15%) of the cost of the improvements subject to this Performance Guarantee; and
6. If the Applicant fails to provide the Maintenance Guarantee as required, the City is authorized to exercise its right to draw upon the held monetary guarantee in an amount equal to fifteen percent (15%) of the total in order to guarantee the maintenance of the site improvements for a period of twenty-two (22) months; and
7. If for any reason within the time limit established in Section 2 above, the Applicant, upon written notice given thirty (30) days in advance by the City Engineer and/or Planning and Development Director, has not completed the installation of the remaining site improvements, the following conditions shall prevail:
  - a. The City Engineer and/or Planning and Development Director shall have full and absolute discretion and authority in determining whether or not a failure or default has occurred under the terms of this Performance Guarantee;
  - b. In the event the Applicant fails to timely complete installation of the remaining site improvements in accordance with the approved major subdivision plan after receiving the notice provided for above, the City shall have the right to make claims on the funds provided by the Applicant to support the Performance Guarantee;

Performance Guarantee – Gregory Landing, Phase 3

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

(Signature pages follow)

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

Metro Homesites, LLC

By: [Signature]  
Mark Gilliam

As its: Manager

State of South Carolina  
County of Aiken

On this 18 day of August, 2023 before me personally appeared Mark Gilliam who provided satisfactory evidence of his identification to be the person whose name is subscribed to this instrument, and he acknowledged that he executed the foregoing instrument.

[Signature]  
Notary Public

KATELYN YOUNG  
Notary Public - South Carolina  
My Commission Expires October 25, 2028

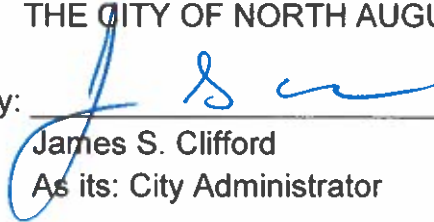
My commission expires: \_\_\_\_\_

(Signature pages continue)




Accepted this 29<sup>th</sup> day of August, 2023

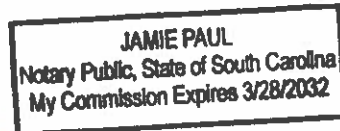
THE CITY OF NORTH AUGUSTA

By:   
James S. Clifford  
As its: City Administrator

State of South Carolina  
County of Aiken

On this 29<sup>th</sup> day of August, 2023 before me personally James S. Clifford, North Augusta City Administrator, who provided satisfactory evidence of his identification to be the person whose name is subscribed to this instrument, and he acknowledged that he executed the foregoing instrument.

  
Notary Public  
Aiken County, South Carolina  
My commission expires: 3/28/2032





\*2605\*

## IRREVOCABLE LETTER OF CREDIT

**Borrower:** METRO HOMESITES, LLC  
924 Stevens Creek Rd  
Augusta, GA 30907

**Lender:** Colony Bank  
Augusta  
Po Box 989  
115 South Grant Street  
Fitzgerald, GA 31750

**Beneficiary:** CITY OF NORTH AUGUSTA  
100 GEORGIA AVENUE  
NORTH AUGUSTA, SC 29841

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**NO.: 114028359**

**EXPIRATION DATE.** This letter of credit shall expire upon the earlier of the close of business on 08-23-2025 and all drafts and accompanying statements or documents must be presented to Lender on or before that time, or the day that Lender honors a draw under which the full amount of this Letter of Credit has been drawn (the "Expiration Date").

**AMOUNT OF CREDIT.** Lender hereby establishes at the request and for the account of Borrower, an Irrevocable Letter of Credit in favor of Beneficiary for a sum of One Hundred Forty-six Thousand Seven Hundred Fifty & 00/100 Dollars (\$146,750.00) (the "Letter of Credit"). These funds shall be made available to Beneficiary upon Lender's receipt from Beneficiary of sight drafts drawn on Lender at Lender's address indicated above (or other such address that Lender may provide Beneficiary in writing) during regular business hours and accompanied by the signed written statements or documents indicated below.

**WARNING TO BENEFICIARY: PLEASE EXAMINE THIS LETTER OF CREDIT AT ONCE. IF YOU FEEL UNABLE TO MEET ANY OF ITS REQUIREMENTS, EITHER SINGLY OR TOGETHER, YOU SHOULD CONTACT BORROWER IMMEDIATELY TO SEE IF THE LETTER OF CREDIT CAN BE AMENDED. OTHERWISE, YOU WILL RISK LOSING PAYMENT UNDER THIS LETTER OF CREDIT FOR FAILURE TO COMPLY STRICTLY WITH ITS TERMS AS WRITTEN.**

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Beneficiary shall have no recourse against Lender for any amount paid under this Letter of Credit once Lender has honored any draft or other document which complies strictly with this Letter of Credit, and which on its face appears otherwise in order but which is signed, issued, or presented by a party or under the name of a party purporting to act for Beneficiary, purporting to claim through Beneficiary, or posing as Beneficiary without Beneficiary's authorization. By paying an amount demanded in accordance with this Letter of Credit, Lender makes no representation as to the correctness of the amount demanded and Lender shall not be liable to Beneficiary, or any other person, for any amount paid or disbursed for any reason whatsoever, including, without limitation, any nonapplication or misapplication by Beneficiary of the proceeds of such payment. By presenting upon Lender or a confirming bank, Beneficiary certifies that Beneficiary has not and will not present upon the other, unless and until Beneficiary meets with dishonor. Beneficiary promises to return to Lender any funds received by Beneficiary in excess of the Letter of Credit's maximum drawing amount.

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- B. The first immediate transfer (in its entirety, but not in part) by such legal representative to a third party after express approval of a governmental body (judicial, administrative, or executive).

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**GOVERNING LAW.** This Agreement will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Georgia without regard to its conflicts of law provisions, and except to the extent such laws are inconsistent with the 2007 Revision of the Uniform Customs and Practice for Documentary Credits of the International Chamber of Commerce, ICC Publication No. 600. This Agreement has been accepted by Lender in the State of Georgia.

**EXPIRATION.** Lender hereby agrees with Beneficiary that drafts drawn under and in compliance with the terms of this Letter of Credit will be duly honored if presented to Lender on or before the Expiration Date unless otherwise provided for above.

IRREVOCABLE LETTER OF CREDIT  
(Continued)

Loan No: 114028359

Page 2

Dated: August 23, 2023

LENDER:

COLONY BANK

By:  (Seal)  
Hugh Hollar, Senior Vice President