

North Augusta



South Carolina's Riverfront

MINUTES OF MARCH 4, 2024

Briton S. Williams, Mayor

Jenafer F. McCauley, Councilmember – Mayor Pro Tem

David B. Buck, Councilmember

Pat C. Carpenter, Councilmember

David W. McGhee, Councilmember

Eric H. Presnell, Councilmember

Kevin W. Toole, Councilmember

ORDER OF BUSINESS

The Public Power Hour was streamed for public viewing online at: “City of North Augusta – Public Information” on www.Facebook.com and “City of North Augusta Public Information” on www.YouTube.com.

PUBLIC POWER HOUR

The March 4, 2024 Public Power Hour began at 5:34pm. Members present were Mayor Williams, Councilmembers Buck, Carpenter, McCauley, McGhee, and Toole.

Member absent was Councilmember Presnell.

Also, in attendance were Ricky Jones, Manager of Information Technology and Jamie Paul, City Clerk.

No Speakers.

For more details see the following link for Public Power Hour:

<https://www.northaugustasc.gov/government/mayor-city-council/mayor/public-power-hour>

The Public Power Hour concluded at 5:49pm.

REGULAR MEETING

The Regular meeting of the City Council of the City of North Augusta of March 4, 2024 having been duly publicized was called to order by Mayor Williams at 6:00pm and also streamed online for public viewing at “City of North Augusta – Public Information” on www.Facebook.com and on the “City of North Augusta Public Information” on www.YouTube.com. Per Section 30-4-80, (e) notice of the meeting by email was sent out to the current maintained “Agenda Mailout” list consisting of news media outlets and individuals or companies requesting notification. Notice of the meeting was also posted on the outside doors of the Municipal Center, the main bulletin board of the Municipal Center located on the first floor, and the City of North Augusta website.

Mayor Williams rendered the invocation and the Pledge of Allegiance.

Members present were Mayor Williams, Councilmembers Buck, Carpenter, McCauley, McGhee, and Toole.

Member absent was Councilmember Presnell.

Also, in attendance were James S. Clifford, City Administrator; J.D. McCauley, Assistant City Administrator; Kelly F. Zier, City Attorney; Chief Junior Johnson, Director of Public Safety; Ricky Jones, Manager of Information Technology; and Jamie Paul, City Clerk.

ITEM 4. APPROVAL OF MINUTES:

The minutes of the City Council Meeting of February 5, 2024, Leadership Planning Retreat meeting of February 21, 2024, and Study Session of February 26, 2024, were approved as submitted by general consent.

OLD BUSINESS

ITEM 5. PLANNING AND DEVELOPMENT: Ordinance No. 2024-03 to Authorize the City to Enter into a Third Amendment to the Master Development Agreement of March 15, 2017 for North Augusta Riverside Village – Second Reading

No public comment.

It was moved by Councilmember Carpenter, seconded by Councilmember McCauley, to approve Ordinance No. 2024-03 to Authorize the City to Enter into a Third Amendment to the Master Development Agreement of March 15, 2017 for North Augusta Riverside Village – Second Reading. Unanimously Approved. **(See Attachment #5)**

ITEM 6. PUBLIC SAFETY: Ordinance No. 2024-04 Granting an Easement to Dominion Energy South Carolina, Inc. for Placement of Facilities to Serve Public Safety Headquarters – Second Reading

No public comment.

It was moved by Councilmember Toole, seconded by Councilmember Carpenter, to approve Ordinance No. 2024-04 Granting an Easement to Dominion Energy South Carolina, Inc. for Placement of Facilities to Serve Public Safety Headquarters – Second Reading. Unanimously Approved. **(See Attachment #6)**

NEW BUSINESS

ITEM 7. ADMINISTRATION: Ordinance No. 2024-05 Authorizing the Sale of Surplus City Property at 1711 Plank Road, Parcel 006-15-06-017 – First Reading

No public comment.

Administrator Clifford reviewed the prior property sale on this property and not meeting the minimum bid amount and explained the new sale process.

It was moved by Councilmember McGhee, seconded by Councilmember Carpenter, to approve Ordinance No. 2024-05 Authorizing the Sale of Surplus City Property at 1711 Plank Road, Parcel 006-15-06-017 – First Reading. Unanimously Approved. **(See Attachment #7)**

ITEM 8. ADMINISTRATION: Resolution No. 2024-08 Authorizing Additional Funds from CPST IV for Ancillary Items for the Construction of the North Augusta Department of Public Safety Headquarters

No public comment.

Administrator Clifford highlighted on the ancillary items for the Public Safety Headquarters which include additional furniture, criminal investigative division lab equipment, and IT hardware/software in an amount not to exceed \$675,000.

It was moved by Councilmember Carpenter, seconded by Councilmember Toole, to approve Resolution No. 2024-08 Authorizing Additional Funds from CPST IV for Ancillary Items for the Construction of the North Augusta Department of Public Safety Headquarters. Unanimously Approved. **(See Attachment #8)**

ITEM 9. ADMINISTRATION: Resolution No. 2024-09 Approving a Reprioritized Project and Funding List for Capital Project Sales Tax IV (CPST IV)

No public comment.

Administrator Clifford reviewed the reprioritized project and funding list for CPST IV and added that the reprioritization of projects and funding have been shown to Aiken County Chairman and Administrator and the document will be submitted to Aiken County for their records.

It was moved by Councilmember McCauley, seconded by Councilmember Buck, to approve Resolution No. 2024-09 Approving a Reprioritized Project and Funding List for Capital Project Sales Tax IV (CPST IV). Unanimously Approved. **(See Attachment #9)**

ITEM 10. ADMINISTRATION: Resolution No. 2024-10 To Approve the Installation of a Mural at the Center Street Greenway Tunnel Location

No public comment.

Administrator Clifford updated the Council that the Mural Design Review Board met and approved the mural on the condition that it is authorized by the property owner, which is City Council as it is City property.

Assistant Administrator McCauley thanked Artist Jason Craig for the design and work he has put in so far for the mural.

It was moved by Councilmember McCauley, seconded by Councilmember Buck, to approve Resolution No. 2024-10 To Approve the Installation of a Mural at the Center Street Greenway Tunnel Location. Unanimously Approved. (See Attachment #10)

ITEM 11. BOARDS AND COMMISSIONS: Stadium Advisory Board – Appointment by the Mayor; Receipt of information by Council

No public comment.

Mayor Williams stated that with the scope of the Assistant Administrator’s job duties which includes the Downtown area, that he is appointing Assistant Administrator McCauley to the Stadium Advisory and removing Administrator Clifford.

City Council concurred with the Mayor’s appointment.

ITEM 12. ADMINISTRATIVE REPORTS

No report.

ITEM 13. PRESENTATIONS/COMMUNICATIONS/RECOGNITION OF VISITORS:

A. Citizen Comments:

No comment.

B. Council Comments:

Mayor Williams congratulated Councilmember Carpenter for receiving the award for volunteering their service to promoting athletics through coaching and mentoring from the North Augusta Sports Hall of Fame.

Mayor Williams highlighted on the following:

- Follow our Departments Facebook Pages:
 - The City of North Augusta-Public Information, Public Safety Department, and Parks, Recreation & Tourism Department all which have a wealth of information for you

ITEM 14. ADJOURNMENT

The Regular City Council meeting adjourned at 6:20 pm.

APPROVED THIS 18th DAY OF
MARCH 2024.



Briton S. Williams
Mayor

Respectfully submitted,



Jamie Paul, CMC
City Clerk

ORDINANCE NO. 2024-03
TO AUTHORIZE THE CITY TO ENTER INTO A THIRD AMENDMENT TO THE MASTER
DEVELOPMENT AGREEMENT OF MARCH 15, 2017
FOR NORTH AUGUSTA RIVERSIDE VILLAGE

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

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

WHEREAS, the City (1) adopted Ordinance 2023-01 on March 6, 2023 approving (a) the extension of the term of the Development Agreement for a period of one year and (b) the execution of the Second Amendment (defined herein), (2) executed and delivered a Second Amendment to Master Development Agreement dated March 15, 2023 (the “Second Amendment”) entered into among the City and the various other parties named therein, extending the term of the Development Agreement for a period of one year through March 15, 2024, and (3) recorded the Second Amendment with the Register of Mesne Conveyance of Aiken County, South Carolina on June 27, 2023 in Book RB 5097 at Pages 2227-2243;

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

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

WHEREAS, Mayor and City Council have determined that it would be in the interest of the City to extend the term of the Development Agreement for a period of sixty days;

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

- I. The City agrees to the extension of the termination date of the Development Agreement for an additional sixty-day period which results in a termination date of the Development Agreement of May 14, 2024.

- II. The Third Amendment to the Master Development Agreement, which is attached hereto, marked Exhibit A, is specifically approved by Mayor and Council.
- III. The Mayor and/or the City Administrator are specifically authorized to execute such documents and take all such other actions with respect thereto as shall be required to carry out the Third Amendment and extension of the original term of the Development Agreement.
- IV. This Ordinance shall become effective immediately upon its adoption on second and final reading.

DONE, RATIFIED AND ADOPTED BY THE MAYOR AND CITY COUNCIL
OF THE CITY OF NORTH AUGUSTA, SOUTH CAROLINA, ON THIS ___ DAY OF
_____ 2024.

First Reading: _____

Second Reading: _____

Briton S. Williams, Mayor

Attest:

Jamie Paul, City Clerk

Exhibit A

Form of Third Amendment to Master Development Agreement

THIRD AMENDMENT TO MASTER DEVELOPMENT AGREEMENT

by and among

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

and

EACH OF THE OWNERS LISTED ON EXHIBIT A

March 15, 2024

**THIRD AMENDMENT TO
MASTER DEVELOPMENT AGREEMENT**

This Third Amendment to Master Development Agreement (this “*Amendment*”) is made and entered into as of March 15, 2024 by and among the **CITY OF NORTH AUGUSTA, SOUTH CAROLINA** (the “*City*”), **ACKERMAN GREENSTONE NORTH AUGUSTA, LLC**, a limited liability company organized under the laws of the State of Georgia (“*Hotel Developer*”), **GRAYBUL IRONWOOD, LLC**, a limited liability company organized under the laws of the State of Delaware (“*Apartment Owner*”), **GREENSTONE HAMMOND’S FERRY, LLC**, a limited liability company organized under the laws of the State of South Carolina (“*Greenstone*”) and **each of the Owners listed on Exhibit A attached hereto.**

RECITALS

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

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

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

The Term of the Agreement is hereby extended by sixty (60) days and, as a result, the Agreement shall terminate on May 14, 2024, unless extended by mutual agreement as provided for in Section 2.01 of the Agreement and Section 6-31-60(A)(2) of the Act.

**ARTICLE II
MISCELLANEOUS**

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

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

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

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

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

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

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

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

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

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

[SIGNATURES ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the parties hereunto set their hands and seals as of March 15, 2024.

**CITY OF NORTH AUGUSTA,
SOUTH CAROLINA**

Witness

By: _____
Briton S. Williams, Mayor

Witness

State of _____
County of _____

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

By: _____
Notary Public

My commission expires on: _____

[SEAL]

THIRD AMENDMENT TO MASTER DEVELOPMENT AGREEMENT

SIGNATURE PAGE

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

Witness

By: _____
Christian B. Schoen, Manager

Witness

State of _____
County of _____

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

By: _____
Notary Public

My commission expires on: _____

[SEAL]

THIRD AMENDMENT TO MASTER DEVELOPMENT AGREEMENT

SIGNATURE PAGE

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

Witness

By: _____
Donald K. Miller, Manager

Witness

State of _____
County of _____

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

By: _____
Notary Public

My commission expires on: _____

[SEAL]

THIRD AMENDMENT TO MASTER DEVELOPMENT AGREEMENT

SIGNATURE PAGE

GRAYBUL IRONWOOD, LLC, a Delaware
limited liability company

Witness

By: _____
[Name], [Title]

Witness

State of _____
County of _____

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

By: _____
Notary Public

My commission expires on: _____

[SEAL]

THIRD AMENDMENT TO MASTER DEVELOPMENT AGREEMENT

SIGNATURE PAGE

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

Witness

By: _____
Christian B. Schoen, Manager

Witness

State of _____
County of _____

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

By: _____
Notary Public

My commission expires on: _____

[SEAL]

THIRD AMENDMENT TO MASTER DEVELOPMENT AGREEMENT

SIGNATURE PAGE

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

Witness

By: _____
Christian B. Schoen, Manager

Witness

State of _____
County of _____

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

By: _____
Notary Public

My commission expires on: _____

[SEAL]

THIRD AMENDMENT TO MASTER DEVELOPMENT AGREEMENT

SIGNATURE PAGE

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

By: _____
Christian B. Schoen, Manager

Witness

Witness

State of _____
County of _____

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

By: _____
Notary Public

My commission expires on: _____

[SEAL]

THIRD AMENDMENT TO MASTER DEVELOPMENT AGREEMENT

SIGNATURE PAGE

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

By: _____
Christian B. Schoen, Manager

Witness

Witness

State of _____
County of _____

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

By: _____
Notary Public

My commission expires on: _____

[SEAL]

THIRD AMENDMENT TO MASTER DEVELOPMENT AGREEMENT

SIGNATURE PAGE

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

Witness

By: _____
Christian B. Schoen, Manager

Witness

State of _____
County of _____

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

By: _____
Notary Public

My commission expires on: _____

[SEAL]

THIRD AMENDMENT TO MASTER DEVELOPMENT AGREEMENT

SIGNATURE PAGE

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

Witness

By: _____
Christian B. Schoen, Manager

Witness

State of _____
County of _____

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

By: _____
Notary Public

My commission expires on: _____

[SEAL]

THIRD AMENDMENT TO MASTER DEVELOPMENT AGREEMENT

SIGNATURE PAGE

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

Witness

By: _____
Christian B. Schoen, Manager

Witness

State of _____
County of _____

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

By: _____
Notary Public

My commission expires on: _____

[SEAL]

THIRD AMENDMENT TO MASTER DEVELOPMENT AGREEMENT

SIGNATURE PAGE

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

Witness

By: _____
Christian B. Schoen, Manager

Witness

State of _____
County of _____

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

By: _____
Notary Public

My commission expires on: _____

[SEAL]

THIRD AMENDMENT TO MASTER DEVELOPMENT AGREEMENT

SIGNATURE PAGE

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

Witness

By: _____
Christian B. Schoen, Manager

Witness

State of _____
County of _____

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

By: _____
Notary Public

My commission expires on: _____

[SEAL]

EXHIBIT A TO MASTER DEVELOPMENT AGREEMENT

**Owners of Riverside Village Property as of March 15, 2024
other than
Hotel Developer, the Apartment Owner, and Greenstone**

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

ORDINANCE NO. 2024-04
AN ORDINANCE GRANTING AN EASEMENT TO
DOMINION ENERGY SOUTH CAROLINA, INC. FOR PLACEMENT OF FACILITIES TO
SERVE PUBLIC SAFETY HEADQUARTERS

WHEREAS, the City of North Augusta is in the process of constructing Public Safety Headquarters at 1210 Georgia Avenue (“Project”); and

WHEREAS, the City has requested that Dominion Energy provide underground electric service to the new Public Safety Headquarters; and

WHEREAS, Dominion Energy has requested that the City grant to it an easement upon and across City property that would allow for the placement of equipment necessary for the provision of such electric service; and

WHEREAS, the Mayor and City Council have reviewed this matter, to include the proposed Deed of Easement and find that it is in the best interest of the citizens of North Augusta that such easement be granted.

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

- I. The City grant to Dominion Energy South Carolina, Inc. an easement over and across City property known as Tax Parcel Numbers 007-07-06-003.
- II. The City Administrator is hereby authorized to execute the Deed of Easement and any other documents necessary in order to complete this matter.
- III. This Ordinance shall become effective immediately upon its adoption on second and final reading.

DONE, RATIFIED AND ADOPTED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH AUGUSTA, SOUTH CAROLINA, ON THIS ____ DAY OF MARCH, 2024.

First Reading: _____

Second Reading: _____

Briton S. Williams, Mayor

ATTEST:

Jamie Paul, City Clerk

INDENTURE, made this _____ day of _____, 2023 by and between CITY OF NORTH AUGUSTA of the State of South Carolina, hereinafter called "Grantor" (whether singular or plural), and the DOMINION ENERGY SOUTH CAROLINA, INC., a South Carolina corporation, having its principal office in Cayce, South Carolina, hereinafter called "Grantee".

WITNESSETH:

That, in consideration of the sum of One Dollar (\$1.00) received from Grantee, Grantor, owning a tract or development known as situate in the County of Aiken, State of South Carolina, shown on a certain plat or various plats filed or to be filed in the office of the public records of said County and generally described as follows: Being a tract or lot of land containing 4.45 acres, more or less, and being the same lands conveyed to Grantor by deed of ESTATE OF STARKEY SHARPE FLYTHE, JR. ET AL., dated or recorded 06/27/2016 and 04/29/2016, and filed in the Register of Deeds office for Aiken County in Deed Book 4611 at Page 424 and in Deed Book 4601 at Page 1897.

Property is located along Georgia Ave in Aiken County, South Carolina.

Right of Way is hereby granted for new electric facilities as is more or less shown on Dominion Energy Drawing "D-85092" and revisions thereof which is by reference only made a part hereof.

TMS: 007-07-06-003

The Grantor hereby grants and conveys to Grantee, its successors and assigns, the right, privilege and authority, from time to time, to enter upon, construct, extend, inspect, operate, replace, relocate, repair and perpetually maintain upon, over, under, along, across and through any and all property shown on the plat of land referred to above, and upon, over, under, along, across and through any and all streets, alleys, roads or other public ways or places of said development now existing or hereafter laid out, an overhead or underground electric line or lines consisting of any or all of the following: poles, conductors, lightning protective wires, municipal, public or private communication lines, cables, conduits, pad mounted transformers, guys, push braces and other accessory apparatus and equipment deemed by Grantee to be necessary or desirable, together with the right of ingress, egress and access to and from such rights of way, across and upon the lands of Grantor, as may be necessary or convenient for the purposes connected therewith.

Together also with the right to lay, construct, maintain, operate, repair, alter, replace and remove pipe lines, together with valves, tieovers and appurtenant facilities for the transportation of gas, oil petroleum products or any other liquids, gases or substances which can be transported through a pipe line.

Together also with the right, from time to time, to install guy wires upon lots in said development, to overhang lots with conductors, cross arms and service wires with the right (but not the obligation) from time to time to trim, cut or remove trees, underbrush and other obstructions that are within, over, under or through a strip of land ("Easement Space") extending Fifteen (15) feet on each side of any pole lines and Five (5) feet on each side of any underground wires or pipe lines and within, over, under or through a section of land extending Twelve (12) feet from the door side(s) of any pad mounted transformers, elbow cabinets, switchgears or other devices as they are installed; provided, however, any damage to the property of Grantor (other than that caused by trimming, cutting or removing) caused by Grantee in maintaining or repairing said lines, shall be borne by Grantee; provided further, however, that Grantors agree for themselves, their successors and assigns, not to build or allow any structure to be placed on the premises in such a manner that any part thereof will exist within the applicable above specified Easement Space, and in case such structure is built, then Grantor, or such successor and assign as may be in possession and control of the premises at the time, will promptly remove the same upon demand of Grantee herein. Grantor further agrees to maintain minimum ground coverage of thirty six (36) inches and maximum ground coverage of fifty four (54) inches over all underground primary electric lines. Grantor further agrees to maintain minimum ground coverage of twenty four (24) inches and maximum ground coverage of forty two (42) inches over all underground pipe (gas) lines.

The words "Grantor" and "Grantee" shall include their heirs, executors, administrators, successors and assigns, as the case may be.

IN WITNESS WHEREOF, Grantor has caused this indenture to be duly executed the day and year first above written.

WITNESS:

[SIGNATURES TO FOLLOW]

**RIGHT OF WAY GRANT TO
DOMINION ENERGY SOUTH CAROLINA, INC.**

Line: **NORTH AUGUSTA PUBLIC SAFETY HEADQUARTERS**

County: **Aiken**

R/W File Number: **26948**

Grantor(s): **CITY OF NORTH AUGUSTA**

Return to: **DESC**

ORDINANCE NO. 2024-05
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 City Council authorized the sale of the property via Ordinance 2023-25 with a minimum bid requirement of \$17,000; and

WHEREAS, the property was listed on both the City’s procurement website and subsequently via govdeals.com wherein the minimum bid price was not met.

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 to cover costs associated with the remediation of the property and secure whatever additional proceeds can be negotiated.
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 MARCH 2024.

First Reading _____

Second Reading _____

Briton S. Williams, Mayor

ATTEST:

Jamie Paul, City Clerk

RESOLUTION NO. 2024-08
A RESOLUTION AUTHORIZING ADDITIONAL FUNDS FROM CPST IV FOR
ANCILLARY ITEMS FOR THE CONSTRUCTION OF THE NORTH AUGUSTA
DEPARTMENT OF PUBLIC SAFETY HEADQUARTERS

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

WHEREAS, Resolution 2023-03 directed the funding line in CPST IV for the Public Safety Headquarters to reflect a total budget of \$25,000,000; and

WHEREAS, the City Council received an update on the project from the city administrator and director of public safety wherein the base contract is expected to meet cost and timelines; and

WHEREAS, the City Council having been briefed last week on the need for ancillary items for the Public Safety Headquarters, to include, but not limited to parking lot security fencing, additional furniture, criminal investigative division lab equipment, and IT hardware and software in the amount not to exceed \$675,000.

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

1. The Council authorizes the City Administrator to enter into any necessary contract amendments with Hood Construction.
2. The Council amends the funding line in CPST IV for the Public Safety Headquarters to reflect a budget of \$25,675,000
3. The Council authorizes the City Administrator to finalize and execute any changes to existing agreements or new procurement agreements for the Public Safety Headquarters.
4. The Council directs any unspent funds at the completion of the project and financial reconciliation be placed into general use within CPST IV.

DONE, RATIFIED AND ADOPTED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH AUGUSTA, SOUTH CAROLINA, ON THIS _____ DAY OF MARCH, 2024.

Briton S. Williams, Mayor

ATTEST:

Jamie Paul, City Clerk

RESOLUTION NO. 2024-09
A RESOLUTION APPROVING A THIRD REPRIORITIZED PROJECT AND FUNDING LIST
FOR CAPITAL PROJECT SALES TAX IV (CPST IV)

WHEREAS, a referendum on the reimposition of the Capital Sales Tax in Aiken County was held on November 6, 2018 and resulted in the voters' approval of the ballot on reimposition of the tax and the Aiken County Council declared the results of the Referendum in Resolution Number 18-11-178 approved by Council on November 13, 2018;

WHEREAS, the City of North Augusta included 19 projects totaling \$30,700,000 in funding in the referendum which were approved by the voters;

WHEREAS, the City Council passed Resolution 2020-09 which formally elected to reprioritize certain projects in order of performance and reallocated funding among certain projects; and

WHEREAS, the City Council passed Resolution 2021-31 which formally elected to reprioritize certain projects in order of performance and reallocated funding among certain projects; and

WHEREAS, the City Council having been briefed on the feasibility of costs of downtown projects listed CPST IV; and

WHEREAS, the City of North Augusta City Council is required to approve all reprioritization of projects and funding and submit reprioritized list to Aiken County; and

BE IT FURTHER RESOLVED that the City of North Augusta projects and funding allocations are hereby prioritized as listed on the attached Exhibit A;

BE IT FURTHER RESOLVED that the City of North Augusta shall submit this reprioritized capital project and funding list to Aiken County.

DONE, RATIFIED AND ADOPTED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH AUGUSTA, SOUTH CAROLINA, ON THIS _____ DAY OF MARCH, 2024.

Briton S. Williams, Mayor

ATTEST:

Jamie Paul, City Clerk

EXHIBIT A
CAPITAL PROJECTS SALES TAX IV PROJECTS
Third Reprioritized Project & Funding List for Capital Project Sales Tax IV (CPST IV)

Proposed Project Priority	Revised Project Priority	Revised #2	Revised #3	Project Description	Funding Allocation/Per Referendum	Funding Allocation Changes	Revised Funding Allocation
1	1			Headquarters Development	10,500,000	15,175,000	25,675,000
11	2(b)			Road Reconstruction Program (see listing)	3,000,000	-	3,000,000
15	15	3(c)		Downtown Pedestrian and Vehicular Traffic and Safety Enhancements (signage, medians, sidewalks)	300,000	1,525,000	1,825,000
9	10	4(c)		Downtown Greenway Connector	900,000	(700,000)	200,000
5	6	5(c)		Park Improvements (ballpark, fields and street lighting, Creighton Park playground equipment)	1,500,000	(1,500,000)	0
2	3			Software and Technology Enhancements for a Citizen Information Portal, Record Keeping & Storage, Transaction Processing, Accounting and Financial Reporting	575,000	(575,000)	0
3	4			Gateways and Wayfinding Enhancements (Highway 1 @ Martintown Road, East Buena Vista @ Highway 1, Edgefield Road @ Georgia Avenue, I-20 @ Martintown Road)	1,250,000	(1,250,000)	0
4	5			Activities Center Improvements (walking track, workout room, chillers and boilers, IT connectivity)	700,000	(700,000)	0
6	7			Community Center Upgrades (roof, lighting, flooring, AV equipment, paving)	150,000	(150,000)	0
7	8			Greenway Maintenance and Connectivity	650,000	(650,000)	0
8	9			Stormwater Infrastructure Improvements (see listing)	1,500,000	(1,500,000)	0
10	11			Street Resurfacing Program (see listing)	1,450,000	(1,450,000)	0
12	12			Wastewater Infrastructure Improvements (see listing)	3,500,000	(3,500,000)	0
13	13			Safety and Security Improvements for the Municipal Building	425,000	(425,000)	0
14	14			Finance Department Lobby Improvements for Citizen Transactions	100,000	(100,000)	0
16	16			Georgia Avenue Underground Utilities	700,000	(700,000)	0
17	17			Fire Apparatus	1,000,000	(1,000,000)	0
18	18			Martintown Road at US 1 Interchange Design and Improvements	2,000,000	(2,000,000)	0
19	19			New Savannah Bluff Lock & Dam	500,000	(500,000)	0
					\$ 30,700,000	\$	\$ 30,700,000

(a) Amendment 1 Resolution 2020-09
(b) Amendment 2 Resolution 2021-31
(c) Amendment 3 Resolution 2024-09

RESOLUTION NO. 2024-09
RESOLUTION TO APPROVE THE INSTALLATION OF A MURAL
AT THE CENTER STREET GREENEWAY TUNNEL LOCATION

WHEREAS, the City of North Augusta ("City") is committed to enhancing public spaces and promoting cultural and artistic expressions within the community; and

WHEREAS, the Center Street Greenway tunnel location has been identified as a prime site for public art due to its visibility and potential to enhance the aesthetic and cultural value of the surrounding area; and

WHEREAS, the installation of a mural at the Center Street Greenway tunnel location is seen as an opportunity to celebrate local heritage, inspire community pride, and contribute to the vibrancy of North Augusta; and

WHEREAS, the Mural Review Board ("Board") has been established to ensure that public art projects align with community standards, artistic quality, and thematic appropriateness; and

WHEREAS, the proposal for a mural at the Center Street Greenway tunnel location has been submitted for consideration, with the understanding that the final design and execution of the mural must receive approval from the Board to ensure compliance with established guidelines and objectives; and

WHEREAS, the process for the approval and installation of public art, including murals, is allowed and outlined under the North Augusta Development Code, specifically Section 9.6.3.5, which governs public art initiatives and their implementation within the city;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of North Augusta, that:

1. The proposal to install a mural at the Center Street Greenway tunnel location is hereby approved, contingent upon the Mural Review Board's review and approval of the artwork, in accordance with the North Augusta Development Code, Section 9.6.3.5.
2. The City Administrator, or his designee, is authorized to coordinate with the proposing artist(s) or organization(s), the Mural Review Board, and other relevant parties to facilitate the review process and ensure compliance with all applicable regulations and standards, as outlined in the North Augusta Development Code, Section 9.6.3.5.
3. Upon approval of the artwork by the Mural Review Board, the City shall provide necessary support for the installation of the mural, including but not limited to, logistical assistance, necessary permits, and facilitation of community engagement, as permitted under the North Augusta Development Code, Section 9.6.3.5.
4. This resolution shall take effect immediately upon adoption by Council.

DONE, RATIFIED AND ADOPTED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH AUGUSTA, SOUTH CAROLINA, ON THIS _____ DAY OF MARCH, 2024.

Briton S. Williams, Mayor

ATTEST:

Jamie Paul, City Clerk

Application for Mural

Please type or print all information



Staff Use Only

Application Number _____

Date Received _____

1. **Project Address/Location** Center Street, Greenway tunnel

Property Owner Name City of North Augusta **Phone** _____

Current Zoning _____ **Tax Parcel Number(s)** _____

2. **Applicant/Agent** North Augusta Forward on behalf of Jason Craig **Phone** Kristi Jilson Sykes, [REDACTED]
Avery Spears-Mahoney, 803-510-0011 (office)

Mailing Address 336 Georgia Ave, Suite 201

City North Augusta **ST** SC **Zip** 29841

Contact Email Kristi Jilson Sykes: admin@northaugustaforward.org, Director of Programs, North Augusta Forward (project lead)
Avery Spears-Mahoney: director@northaugustaforward.org, Executive Director, North Augusta Forward

3. I hereby provide consent to the placement of the mural on the property, agree to maintain the mural and consent to restore the façade upon which the mural is placed to its prior existing condition if the mural is not properly maintained. I further authorize the applicant to proceed with application for mural.

NOTE: We are seeking approval from the city to install the mural on city property as a part of this process. We believe that committee approval would be important to receive before seeking city approval.

Property Owner Signature

Date

4. In accordance with Section 13.8.4 of the North Augusta Development Code, I hereby request the city of North Augusta review the attached plans for a mural. The plans include a color sketch of the proposed mural drawn to scale and a photograph or sketch drawn to scale of the proposed building wall covered by the mural. I acknowledge that all documents required by the City must be correct and complete to initiate the compliance review process by the City.

Kristi Jilson Sykes
Applicant Signature

10/23/2023

Date

Note: If property owner and applicant are same individual, signatures are still required in both places.

GREENEWAY TUNNEL MURAL PROJECT PROPOSAL

PREPARED BY JASON CRAIG



I. Introduction

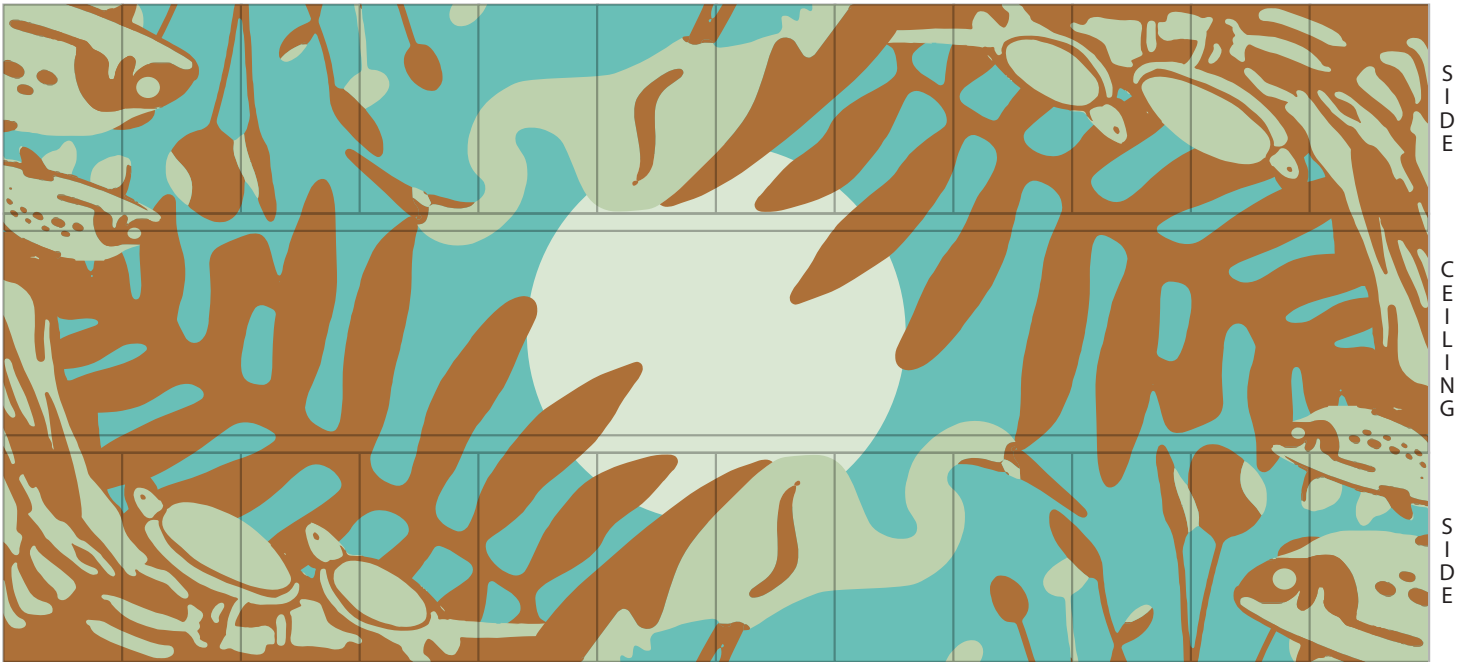
We propose to create a captivating mural inside the Center Street Greenway Tunnel located in North Augusta, as a part of our commitment to enhancing the cultural and visual appeal of our community. The project will utilize high-quality exterior satin latex paint, similar to house paint, to ensure durability and longevity.

II. Artistic Vision

A tribute to the Brickponds – our local haven of wildlife and greenery. This mural won't just be paint on a wall; it'll be a vibrant storybook of nature's wonders, filled with shapes and patterns inspired by the incredible flora and fauna that call the Brickponds home.

Think of it as a snapshot of life in the Brickponds, a place where birds take flight, turtles leisurely swim, fish play hide and seek beneath the water, and trees and plants create a lush, tranquil backdrop. All of these elements will come together in a burst of colors and forms that will make you feel like you're right there in the heart of the Brickponds, experiencing its magic firsthand.

This mural isn't just about art; it's about bringing our community closer to the beauty that surrounds us every day. It's an invitation to stop, look, and appreciate the natural wonders that enrich our lives. Through this mural, we hope to inspire a deeper connection with our environment and a shared sense of awe for the world around us.



III. Materials and Paint Selection

To ensure the longevity and weather-resistance of the mural, we have carefully selected the following materials:

a. Paint Type

We will use exterior satin latex paint, a highly durable and weather-resistant option commonly used for exterior surfaces like houses. This paint type is known for its longevity and ability to withstand outdoor elements, making it an ideal choice for this public art project.

b. Color Palette

Our color palette will consist of high-quality, fade-resistant pigments to ensure that the mural retains its vibrancy over time. The paint will be applied in multiple layers to enhance its durability and resistance to fading.



IV. Execution Plan

The mural will be created by Jason Craig a local artist who specialize in large-scale outdoor art installations. The execution plan includes the following steps:

- 1. Surface Preparation:** The tunnel walls will be thoroughly cleaned, deglossed, primed with a vapor seal and prepared to ensure optimal paint adhesion.
- 2. Artwork Creation:** The mural will be meticulously painted by our skilled artists, following the approved design.
- 3. Finishing Touches:** Upon completion, a clear weather-resistant sealant may be applied if needed to protect the mural from UV rays and other environmental factors.

V. Maintenance Plan

To ensure the mural's longevity and continued aesthetic appeal, we have developed a maintenance plan:

1. Immediate Post-Installation Maintenance (First 60 Days): During this period, our team will be responsible for any necessary touch-ups and maintenance. This includes repairing any minor damage, addressing graffiti promptly, and conducting visual inspections.

2. Ongoing Maintenance (After 60 Days): Responsibility for maintenance will transition to North Augusta Forward. They will be responsible for the following:

a. Regular Visual Inspections: Conduct routine inspections of the mural to identify any issues such as fading, peeling, or graffiti.

b. Graffiti Removal: Promptly remove any graffiti or vandalism from the mural surface to maintain its appearance.

c. Annual Maintenance: Schedule annual maintenance, which may include cleaning, touch-ups, and resealing as needed to protect the mural from wear and tear.

VI. Conclusion

We believe that this mural will not only enhance the aesthetics of the tunnel but also serve as a source of pride for our community. With the use of high-quality materials and a comprehensive maintenance plan, we are confident that this public art project will stand the test of time and continue to be a cherished part of our city's landscape.

We look forward to collaborating with North Augusta Forward and other stakeholders to bring this exciting project to fruition.





About the Artist

Jason Craig, a creative hailing from North Augusta since 1998, has become a prominent figure in the world of art and graphic design. His contributions to organizations such as the Greater Augusta Arts Council, Westobou, and ArtZilla have left an indelible mark on the cultural landscape. In 2018, Jason was honored as the first recipient of the prestigious Kath Girdler Engler Award for Public Art, showcasing his exceptional talent in transforming public spaces and building community. With a portfolio boasting collaborations with notable entities like the Atlanta Braves, Nike, and HBO, Jason's innovative branding designs have garnered widespread acclaim. Currently residing in Riverside Village with his wife Veronica, Jason continues to push the boundaries of creativity, serving as a visionary artist and designer in the industry.

Contact: jason@jasonthe29th.com or 762-218-0069

See more of Jason's work on Instagram at www.instagram.com/jasonthe29th