



DISCUSSION ITEMS FOR SEPTEMBER 16, 2024 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: September 13, 2024
SUBJECT: Regular City Council Meeting of September 16, 2024

REGULAR COUNCIL MEETING

ITEM 5. PROCLAMATION(S):

a. Constitution Week – September 17-23, 2024

Mayor Williams will recognize the above proclamation.

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

OLD BUSINESS

ITEM 6. PARKS & RECREATION: Ordinance No. 2024-18 Establishing Rules for the Provision of the Boat Dock within the City Limits at the Sharon Jones Amphitheater – Second Reading

An ordinance has been prepared for Council's consideration to approve Establishing Rules for the Provision of the Boat Dock within the City Limits at the Sharon Jones Amphitheater.

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

ITEM 7. FINANCE: Ordinance 2024-19 Amending Chapter 14, Municipal Utilities, Article I, in General, Sections 14-1 (a) and 14-1 (b); Sections 14-3 (b) And 14-3 (c); 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 Amending Chapter 14, Municipal Utilities, Article I, in General, Sections 14-1 (a) and 14-1 (b); Sections 14-3 (b) And 14-3 (c); of the City Code of the City of North Augusta, South Carolina.

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

ITEM 8. FINANCE: Ordinance 2024-20 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 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 #8 for a copy of the proposed ordinance.

ITEM 9. FINANCE: Ordinance 2024-21 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 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 #9 for a copy of the proposed ordinance.

NEW BUSINESS

ITEM 10. PLANNING & DEVELOPMENT: Ordinance No. 2024-22 To Change the Corporate Limits of the City of North Augusta by Accepting the Petition Requesting Annexation by the Landowners and Annexing ±36.053 Acres of Property Located at 381 Laurel Lake Drive and Owned by Barinowski Investment Company LLC – First Reading

An ordinance has been prepared for Council’s consideration to approve To Change the Corporate Limits of the City of North Augusta by Accepting the Petition Requesting Annexation by the Landowners and Annexing ±36.053 Acres of Property Located at 381 Laurel Lake Drive and Owned by Barinowski Investment Company LLC.

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

ITEM 11. PLANNING & DEVELOPMENT: Ordinance No. 2024-23 To Change the Corporate Limits of the City of North Augusta by Accepting the Petition Requesting Annexation by the Landowners and Annexing ±2.44 Acres of Property Located at 210 Twin Hills Road and Owned by Wesley E. Doolittle – First Reading

An ordinance has been prepared for Council’s consideration to approve To Change the Corporate Limits of the City of North Augusta by Accepting the Petition Requesting Annexation by the Landowners and Annexing ±2.44 Acres of Property Located at 210 Twin Hills Road and Owned by Wesley E. Doolittle.

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

ITEM 12. ADMINISTRATION: Resolution No. 2024-40 Authorizing a Permit for Construction Work

A resolution has been prepared for Council's consideration to approve Authorizing a Permit for Construction Work.

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

ITEM 13. ADMINISTRATION: Resolution No. 2024-41 To Authorize the Issuing of a Parade Permit to North Augusta Lions Club to Conduct the 2024 Christmas Parade on Sunday, December 8, 2024

A resolution has been prepared for Council's consideration to approve To Authorize the Issuing of a Parade Permit to North Augusta Lions Club to Conduct the 2024 Christmas Parade on Sunday, December 8, 2024.

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

ITEM 14. ADMINISTRATION: Resolution No. 2024-42 Appointing Members to the North Augusta Beautification Foundation Board of Directors

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

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

ITEM 15. PLANNING & DEVELOPMENT: Resolution No. 2024-43 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 Walnut Grove, Section 13

A resolution has been prepared for Council's consideration to approve 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 Walnut Grove, Section 13.

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

ITEM 16. ADMINISTRATION: Resolution No. 2024-44 Committing the City of North Augusta to Providing a Local Match for a Municipal Association of South Carolina Hometown Economic Development Grant

A resolution has been prepared for Council's consideration to approve Committing the City of North Augusta to Providing a Local Match for a Municipal Association of South Carolina Hometown Economic Development Grant.

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



PROCLAMATION

WHEREAS, our Founding Fathers, including South Carolinians, Pierce Butler, Charles Pinckney, John Rutledge, and Charles Cotesworth Pinckney, risked their fortunes, and some even their lives, to secure the blessings of liberty for themselves and their posterity, did ordain and establish a Constitution for the United States of America; and

WHEREAS, September 17, 2024, marks the two hundred and thirty-seventh anniversary of the drafting of the Constitution of the United States by the Constitutional Convention; and

WHEREAS, the anniversary of the signing of the Constitution provides an historic opportunity for all Americans to learn about and recall the achievements of our Founders, and to reflect on the rights and privileges of citizenship as well as its attendant responsibilities; and

WHEREAS, the independence guaranteed to the American people by the Constitution should be celebrated by appropriate ceremonies and activities during Constitution Week, September 17 through 23, 2024, as designated by proclamation of the President of the United States of America in accordance with Public Law 915.

NOW THEREFORE, I, Briton S. Williams, Mayor of the City of North Augusta, South Carolina, do hereby proclaim September 17 - 23, 2024, as

CONSTITUTION WEEK

in the City of North Augusta, South Carolina, and urge all our citizens to reflect during that week on the many benefits of our Federal Constitution and the privileges and responsibilities of American citizenship.

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 16th day of September, 2024.

Briton S. Williams, Mayor
City of North Augusta

ORDINANCE NO. 2024-18
ESTABLISHING RULES FOR THE PROVISION OF THE DAY DOCK WITHIN THE
CITY LIMITS AT THE SHARON JONES AMPHITHEATER

WHEREAS, the City of North Augusta seeks to ensure the safety, enjoyment, and proper use of the day dock located within its city limits at the Sharon Jones Amphitheater; and

WHEREAS, the establishment of clear rules for the use of the day dock will promote the responsible use of this community resource; and

WHEREAS, violation of any provision of this Ordinance shall constitute a misdemeanor, and upon conviction, the violator shall be subject to penalties as provided by law, including but not limited to fines and towing expenses; and

WHEREAS, if any section, clause, sentence, or provision of this Ordinance is declared unconstitutional or invalid by a court of competent jurisdiction, the remainder of this Ordinance shall not be affected thereby.

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:

- I. The rules identified as Exhibit A attached hereto are hereby established for the provision and use of the day dock within the city limits at the Sharon Jones Amphitheater.
- II. Violation of such rules would subject violators to penalties as established under Section 1-8 of the City of North Augusta Municipal Code.
- III. Violators who have watercraft towed would be responsible for all costs and expenses related to towing and applicable storage.

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

First Reading _____

Second Reading _____

Briton Williams, Mayor

ATTEST:

Jamie Paul, City Clerk

EXHIBIT - A

City of North Augusta Day Dock Rules

- **Operating Hours:** 6 a.m. to 12 midnight.
- **Parking Limit:** Maximum of 6-hour watercraft parking. Overnight watercraft parking is prohibited. Watercraft in violation will be towed at the owner's expense.
- **Supervision:** Children under 16 years of age must be under adult supervision at all times.
- **Prohibited Activities:**
 - No alcohol consumption
 - No fireworks
 - No fishing
 - No littering
 - No loud music
 - No motor or watercraft maintenance
 - No open flames or cooking
 - No running
 - No smoking or vaping
 - No swimming or diving
- **Special Events:** The City Administrator or his/her designee may waive these restrictions during special events or as necessary.
- **Notice:** The individual and/or the registered owner of any violating vessel will be held responsible for the violation of these rules.
- **PARK AT YOUR OWN RISK:** The City of North Augusta is not responsible for any damage to watercraft or items lost or stolen from watercraft.

ORDINANCE NO. 2024-19
AMENDING CHAPTER 14, MUNICIPAL UTILITIES,
ARTICLE I, IN GENERAL, SECTIONS 14-1 (a) and 14-1 (b); SECTIONS 14-3 (b) and 14-3 (c);
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. Article I, Section 14-1, titled "Application for service; payment of tapping fee and deposit" is hereby amended and when amended shall read as follows:

ARTICLE I. IN GENERAL

Sec. 14-1. Application for service; payment of tapping fee and deposit.

- (a) Any person desiring water, sewer, sanitation services, stormwater management, or outside fire service shall file with the city a written application specifying the particular property for which service is desired. Additionally, any person requiring such service(s) must present a valid driver's license or picture identification and Social Security card as well as proof of ownership or a valid lease agreement (if renter) for address verification. In the event that no written lease agreement exists, the applicant must provide written authorization from the land owner authorizing the city to provide the services, in the applicant's name, at the specified location. A water service activation fee of thirty dollars (\$30.00) shall be charged to any residential or business customers establishing new water service or an active water service account transferring service to another location. Tap fee, if required, shall be paid at such time as the application for said tap is made.
- (b) Deposits for water, sewer, sanitation services, stormwater management, or outside fire service shall be as follows:

	Rental	Owner Occupied
Residential:		
Single-family	\$80.00	\$30.00
Multi-family (per unit)	\$55.00	N/A
Commercial:		
¾ inch/1 inch-connection	\$100.00	\$100.00
1½ inch-connection	\$150.00	\$150.00
2 inch- or larger connection	\$250.00	\$250.00

Deposits shall be applied to all past-due accounts. Owner-occupied accounts transferred from one service location to another shall not require deposits.

II. Article I, Section 14-3, titled "Frequency of meter readings and bills rendered; due date; late charges; disconnect charges" is hereby amended and when amended shall read as follows:

ARTICLE I. IN GENERAL

Sec. 14-3. Frequency of meter readings and bills rendered; due date; late charges; disconnect charges.

(b) All meters shall be read on a monthly basis, and bills for services shall be rendered within ten (10) working days from the date when the reading was taken. All such bills shall be taken as having been rendered when placed in the United States mail. Failure to receive such a bill in no way relieves any customer from paying for utility services rendered. Such bills shall be due and payable within twenty-five (25) days from the billing date, at which time, if the bill is unpaid, a ten-dollar (\$10.00) late charge shall be added to the utility bill.

(c) Failure to pay for any utility charges by the thirtieth day following the billing date may result in termination of the customer's utility service. Termination of the customer's utility service may result in applying so much of the customer's utility deposit as necessary to satisfy the past-due bill. In such case, no utility service may be reconnected until the deposit has been brought back up to the full amount of the current deposit. A service charge of thirty dollars (\$30.00) during normal working hours and sixty dollars (\$60.00) after normal working hours for each discontinuance shall be paid prior to service being restored. In cases where the meter has been removed as a result of a meter tampering/theft of water, a meter reset fee of one-hundred and twenty dollars (\$120.00) shall be paid prior to service being restored.

III. This Ordinance shall become effective immediately upon its adoption on second and final reading for all bills rendered on or after October 1, 2024.

IV. 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 SEPTEMBER, 2024.

First Reading: _____

Briton S. Williams, Mayor

Second Reading: _____

ATTEST:

Jamie Paul, City Clerk

ORDINANCE NO. 2024-20
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>+</u>	<u>Operation and Maintenance</u>	<u>=</u>	<u>Total Minimum</u>	<u>Minimum Usage</u>
5/8" x 3/4"	In	\$ 3.90	+	\$ 9.98	=	\$ 13.88	3,000
	Out	5.85	+	21.91	=	27.76	3,000
1"	In	3.90	+	15.49	=	19.39	6,000
	Out	5.85	+	32.83	=	38.68	6,000
1 1/2"	In	3.90	+	20.65	=	24.55	9,000
	Out	5.85	+	43.04	=	48.89	9,000
2"	In	3.90	+	31.08	=	34.98	15,000
	Out	5.85	+	63.71	=	69.56	15,000
3"	In	3.90	+	46.89	=	50.79	24,000
	Out	5.85	+	95.00	=	100.85	24,000
4"	In	3.90	+	57.42	=	61.32	30,000
	Out	5.85	+	115.87	=	121.72	30,000
6"	In	3.90	+	162.85	=	166.75	90,000
	Out	5.85	+	324.64	=	330.49	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 October 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 SEPTEMBER, 2024.

First Reading _____

Second Reading _____

Briton S. Williams, Mayor

ATTEST:

Jamie Paul, City Clerk

ORDINANCE NO. 2024-21
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</i>	<i>Base +</i>	<i>Per</i>
		<i>1,000</i>		<i>1,000</i>
		<i>Gallons</i>		<i>Gallons</i>
Operation and maintenance	\$8.69	\$3.60	\$ 9.69	\$3.64
Debt Service	<u>2.53</u>	<u>0.90</u>	<u>5.06</u>	<u>1.52</u>
Monthly Charges	\$11.22	\$4.50	\$14.75	\$5.16

- b. Rates for additional usage:

	<i>Inside City</i>	<i>Outside City</i>
	<i>Per</i>	<i>Per</i>
	<i>1,000</i>	<i>1,000</i>
	<i>Gallons</i>	<i>Gallons</i>
Operation and maintenance	\$2.85	\$2.85
Debt Service	<u>0.73</u>	<u>0.73</u>
Monthly Charges	\$3.58	\$3.58

- (2) All charges for wastewater service are to be made in one-hundred (100) 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 October 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 SEPTEMBER, 2024.

First Reading: _____

Briton S. Williams, Mayor

Second Reading: _____

ATTEST:

Jamie Paul, City Clerk

ORDINANCE NO. 2024-22
TO CHANGE THE CORPORATE LIMITS
OF THE CITY OF NORTH AUGUSTA
BY ACCEPTING THE PETITION REQUESTING ANNEXATION
BY THE LANDOWNERS AND ANNEXING ± 36.053 ACRES OF PROPERTY
LOCATED AT 381 LAUREL LAKE DRIVE AND
OWNED BY BARINOWSKI INVESTMENT COMPANY LLC

WHEREAS, Section 5-3-150(3) of the Code of Laws of the State of South Carolina provides that: "Notwithstanding the provisions of subsections (1) and (2) of this section, any area or property which is contiguous to a municipality may be annexed to the municipality by filing with the municipal governing body a petition signed by all persons owning real estate in the area requesting annexation. Upon the agreement of the governing body to accept the petition and annex the area, and the enactment of an ordinance declaring the area annexed to the municipality, the annexation is complete"; and

WHEREAS, the Mayor and City Council of the City of North Augusta, have reviewed the petition of the landowners requesting that their property be annexed into the City and determined that such Petition should be accepted and the property annexed into the City; and

WHEREAS, the property is situated within the area of the North Augusta 2021 Comprehensive Plan and recommended for Commercial Retail by that plan as specified in the Land Use Element.

WHEREAS, the annexation request and zoning classification has been reviewed by the Planning Commission which has recommended annexation of the property with ±36.053 acres to be zoned TC, Thoroughfare Commercial.

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 Petition of the landowners is accepted and the following described property shall be annexed into the City of North Augusta:

All that certain piece, parcel, or tract of land with improvements thereon consisting of 99.3 acres, lying in Aiken County, South Carolina beginning at a point 2,390 feet East of U.S. Highway 25 and I-20 Frontage Road, then running East 1837.96 feet on I-20 Frontage Road; thence running North 562 feet bounded by W.H. Presley; thence running East 1,317.7 feet bounded by W.H. Presley; then running North 1237.4 feet bounded by Thomas J. Stephens Estate; then running Northwest 299 feet South 121.4 feet thence running East 597.2 feet, bounded by Overnight Transportation company; thence running South 1,061.8 feet to the point of beginning. Said property is bounded as follows: On the North by property now or formerly of Francis Stephens; on the East by property now or formerly of Thomas

J Stephens Estate; on the South of property now or formerly of W.H. Presley and I-20 Frontage Road and on the West by Overnight Transportation Company. This property is more specifically shown and delineated on plate prepared at the request of D.T. Mathis by Joe L. Grant, Surveyor, dated June 17, 1971, and recorded in the R.M.C. Office for Aiken County, South Carolina in Plat Book 5, Page 42A.

Less and Except all property conveyed to Aiken county from Clarence Barinowski dated January 3, 1997, recorded December 5, 1997 in Book 1731 Page 254, aforesaid records.

Less and Except all property conveyed to J.M.T. Tampa Real Estate Partnership from Clarence Barinowski dated June 27, 1997, recorded August 1 1997, in Book 1702 Page 92 aforesaid records.

Less and Except all property conveyed to Palmetto Overhead Door, a division of Chavous Creek Construction Company, Inc. from Clarence Barinowski, dated January 3, 1996, recorded in Book 1584 Page 3, aforesaid records.

Less and Except all property conveyed to Interchange Business Park Owners Association, Inc from Clarence Barinowski, dated February 9, 1998, recorded February 9, 1998, in Book 1749 Page 20 aforesaid records.

Less and Except all property convey to W.H. McElmurray and F. Stephens McElmurray from Clarence Barinowski, dated June 30, 1995, recorded September 21, 1994 in Book 1563 Page 135, aforesaid records.

Less and Except all property conveyed to South Carolina Department of Transportation in Book 4183 Page 683, aforesaid records.

This being a portion of the same property conveyed to American Towers LLC by deed of Barinowski Investment Company, LLC dated November 27, 2018, recorded April 5, 2019 in Book 4771 Page 791, aforesaid records.

Property is commonly known as 381 Lauren Lake Drive, North Augusta, SC 29860.

Tax Parcel Number 010-16-01-001

The property to be annexed is also shown on a map identified as "Exhibit A" titled "Map of Property Sought to be Annexed to the City of North Augusta" prepared by the City of North Augusta

- II. The zoning classification shall be \pm 36.03 acres as TC, Thoroughfare Commercial
- III. All Ordinances or parts of Ordinances in conflict herewith are, to the extent of such conflict, hereby repealed.

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 OCTOBER, 2024.

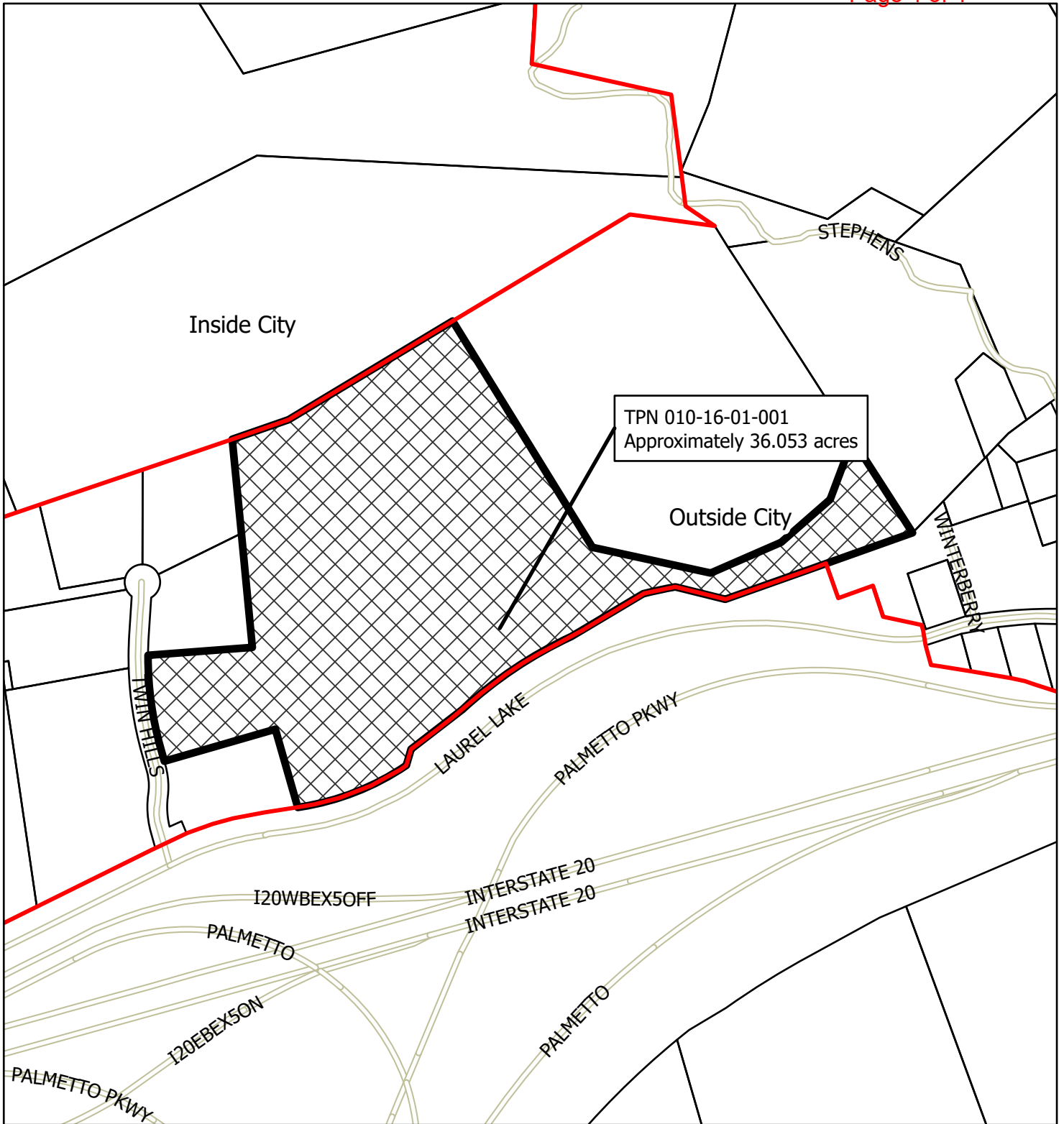
First Reading _____

Briton Williams, Mayor

Second Reading _____

ATTEST:

Jamie Paul, City Clerk



TPN 010-16-01-001
Approximately 36.053 acres

Inside City

Outside City



ANX24-004
MAP OF PROPERTY
SOUGHT TO BE ANNEXED
TO THE CITY OF NORTH AUGUSTA

0 2550 100 150 200
Feet
8/13/2024



Department of Planning and Development



Project Staff Report

ANX24-004 Sunset-North Augusta

Prepared by: La'Stacia Reese

Meeting Date: August 21, 2024

SECTION 1: ANNEXATION REQUEST SUMMARY

Address/Location	381 Laurel Lake Drive
Parcel Numbers	010-16-01-001
Total Development Size	± 36.053 acres
Zoning Requested	TC, Thoroughfare Commercial
Future Land Use	Commercial Retail

SECTION 2: PLANNING COMMISSION CONSIDERATION

Hoyt and Berenyi, LLC and Sunset 378 Land, LLC has requested to annex parcel 010-16-01-001, approximately 36.065 acres, located at 381 Laurel Lake Drive in Aiken County. The request is for the parcel to be zoned TC, Thoroughfare Commercial at the time of annexation.

NADC Additional Reviews

4.7 Annexation – All territory which may hereafter be granted or annexed to the City of North Augusta shall be classified automatically in the R-14 District, except that at the time the application for annexation is filed the applicant may request a zoning classification that is similar to surrounding zoning and in accord with the city's Comprehensive Plan. Proposed annexations where the requested zoning is inconsistent with the Land Use Element of the Comprehensive Plan or differs from zoning on adjacent properties shall be reviewed by the Planning Commission in accordance with Article 18, Administration and Enforcement. The Planning Commission shall recommend to the City Council the appropriate zoning for the property to be annexed, modification to the Land Use Element of the Comprehensive Plan, or both.

The Planning Commission is being asked to make a recommendation regarding the zoning classification of this property prior to annexation. The subject parcel Future Land Use is Commercial Retail.

SECTION 3: EXISTING SITE CONDITIONS

	<u>Existing Land Use</u>	<u>Future Land Use</u>	<u>Zoning</u>
Subject Parcel	Vacant	Commercial Retail	UD, Urban Development (Aiken County)
North	Vacant	Commercial Retail	PD, Planned Development
South	Interstate (I-20 EB)	N/A	N/A
East	Vacant	Commercial Retail	UD, Urban Development
West	Business Park	Industrial	UD, Urban Development

SECTION 4: STAFF EVALUATION AND ANALYSIS

The parcel proposed for annexation currently is heavily vegetated with road frontage from Laurel Lake Drive. The parcel has a gradual slope in elevation towards the front of the property with an unpaved driveway running through the middle of the property. The applicant has requested the TC, Thoroughfare Commercial zoning district at the time of annexation. The Planning Commission is being asked to make a recommendation regarding the compatibility of the zoning classification of this property prior to annexation because the subject parcel’s future land use is Commercial Retail.

The TC, Thoroughfare Commercial zoning district is described as the following:

4.12.8 TC, Thoroughfare Commercial District – The purpose of this district is to accommodate commercial, light industrial, and warehouse/distribution uses along high capacity roadways typically dependent on a regional market. It is characterized by bright and intensive signage designed to gain the attention of passing motorists. Uses are not compatible to neighborhoods and professional areas. Accordingly, they are limited to areas where traffic volumes are the highest and residential development and professional land uses are the least prevalent.

The following uses are allowed in an TC zoning district per NADC 5.1 Use Matrix:

Primary Uses:

- Bus Shelter
- Storage of Construction Equipment, Outdoor, Incidental to Construction Activities
- Warehouse or Flex Space as Accessory Use
- Duplex
- Single-Family Attached Dwelling
- Single-Family Detached Dwelling
- Triplex
- Hotel or Motel
- Housing Services for the Elderly
- Tourist Home
- Bar or Tavern
- Car Wash
- Convenience Store, Excluding Gasoline Sales
- Equipment Sales and Leasing
- Financial Institution
- Flex Space, Office, and Warehouse Building
- Fuel Sales, Retail
- Fulfillment Center/Dark Store/Ghost Kitchen
- Laundry or Laundromat
- Manufactured Home, Modular Home, Mobile Home Sales
- Motor Vehicle Sales and Leasing
- Motor Vehicle Repair and Service
- Nursery/Greenhouse, Commercial
- Offices, General
- Pawn Shops
- Personal and Business Services
- Restaurants
- Retail Alcohol Sales for Offsite Consumption
- Retail Establishment, Large
- Retail Establishment, Small
- Veterinary Hospitals, Animal Kennels and Boarding
- Dry Cleaning Plant
- Warehouse and Distribution, General
- Golf Course or Driving Range
- Place of Assembly, Small
- Recreation, Indoor

- Sports Stadium, Arena, or Coliseum
- Swimming Pool
- Zoo, Botanical Garden, or Arboretum
- Armory or Military Reserve
- Cemetery
- College or University
- Community Food Services
- Funeral Home
- Hospital or Sanitarium
- Library
- Medical or Dental Clinic/Office
- Museum or Gallery
- Primary or Secondary School
- School for Specialized Instruction
- Social Assistance or Charitable Services
- Studio for Creative or Expressive Art
- Bus Passenger Station/Terminal
- Freight/Truck Terminal
- Parking, Structured
- Parking, Surface
- Essential Public Services
- Radio/Television Station without Transmission Tower

Accessory Uses

- Self-Service Kiosks
- Self-Service Vending
- Refrigerated/Cold Storage

Conditional Uses

- Accessory Dwellings
- Child/Adult Care Home
- Drive-in Window or Drive-Trough Facility where Principal Use is Permitted
- Farmers and Produce Markets
- Food Truck
- Home Occupation
- Outdoor Sales and Display Area
- Outdoor Display and Storage of Supplies, Materials, or Specialized Equipment
- Oversized Vehicles

- Promotional Circus or Carnival
- Real Estate Sales and Construction Offices and Equipment Sheds
- Seasonal Sales
- Temporary Event
- Multi-Family Dwelling
- Quadruplex
- Continuing Care Retirement Communities
- Brew Pub, Microbrewery, or Microdistillery
- Heavy Equipment Sales, Repair, Maintenance, Leasing, and Storage
- Live-work Unit/Mixed-Use Building
- Lumber Yard and Building Material sales, Wholesale or Retail
- Nondepository Personal Credit Institutions
- Outdoor Café
- Entertainment Establishment, indoor
- Entertainment Establishment, outdoor
- Place of Assembly, Large
- Recreation, Outdoor
- Riding Academy/Stable, Commercial
- Child/Adult Care Center
- Taxi Stand and Shared-Use/Autonomous Motor Vehicles
- Energy Generation, Small-Scale
- Telecommunications, Small Cell

Special Exception Uses:

- Home Occupation
- Bed and Breakfast
- Firework Sales
- Flea Market
- Mini Warehouses/Self Storage
- Tattoo Parlor
- Industrial, General
- Industrial, Light
- Recycling Processing Facility
- Entertainment Establishment, Indoor
- Crematorium and Embalming
- Solid Waste Collection and Transfer Center
- Telecommunication Tower and Antennae
- Yard Waste Collection and Processing

- Agriculture, Excluding Livestock

Goal 4.2.2 of the Comprehensive Plan states, "Attract industries important to the region. Identify industries that are important to the economic growth of North Augusta and work with the Aiken, Edgefield, McCormick, & Saluda Counties Economic Development Partnership to attract those industries."

Goal 4.2.5 of the Comprehensive Plan encourages to support the priorities and principles of the Aiken, Edgefield, and Saluda Counties Economic Development Partnership by providing support for growth and increased investment of existing industry and new industry.

Goal 4.4.1 of the Comprehensive Plan states, "Work with regional economic development organizations, such as Aiken, Edgefield-Saluda Economic Development Partnership and the Augusta Economic Development Authority to create strategies on how to develop the I-20/I-520 interchange to attract further investment to the area.

Based on these descriptions and similarly zoned properties within the city limits, staff believes allowing TC, Thoroughfare Commercial zoning is appropriate for the property.

SECTION 5: ATTACHMENTS

Exhibit A Map

Exhibit B Map

Application Documents

cc Cam Sessions-Hoyt and Berenyi; via email

ORDINANCE NO. 2024-23
TO CHANGE THE CORPORATE LIMITS
OF THE CITY OF NORTH AUGUSTA
BY ACCEPTING THE PETITION REQUESTING ANNEXATION
BY THE LANDOWNERS AND ANNEXING ± 2.44 ACRES OF PROPERTY
LOCATED AT 210 TWIN HILLS ROAD AND
OWNED BY WESLEY E. DOOLITTLE

WHEREAS, Section 5-3-150(3) of the Code of Laws of the State of South Carolina provides that: "Notwithstanding the provisions of subsections (1) and (2) of this section, any area or property which is contiguous to a municipality may be annexed to the municipality by filing with the municipal governing body a petition signed by all persons owning real estate in the area requesting annexation. Upon the agreement of the governing body to accept the petition and annex the area, and the enactment of an ordinance declaring the area annexed to the municipality, the annexation is complete"; and

WHEREAS, the Mayor and City Council of the City of North Augusta, have reviewed the petition of the landowners requesting that their property be annexed into the City and determined that such Petition should be accepted and the property annexed into the City; and

WHEREAS, the property is situated within the area of the North Augusta 2021 Comprehensive Plan and recommended for Commercial Retail by that plan as specified in the Land Use Element.

WHEREAS, the annexation request and zoning classification has been reviewed by the Planning Commission which has recommended annexation of the property with ± 2.44 acres to be zoned TC, Thoroughfare Commercial.

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 Petition of the landowners is accepted and the following described property shall be annexed into the City of North Augusta:

All that certain piece, parcel, or tract of land with improvements thereon, situate, lying and being in the County of Aiken, State of South Carolina and being know and designated as Lot 10 containing 2.44 acres, more or less on a plat made of Interchange Business Park by Ayscorp under date of April 29, 1998, and recorded in Plat Book 36 page 113, records of the RMC Office for Aiken county, South Carolina; reference being made to said plats for a more complete and accurate description as to the metes, bounds, and location of said property.

Tax Parcel Number 010-15-01-002

The ±2.44 acres is requested to be zoned Thoroughfare Commercial, TC.

The property to be annexed is also shown on a map identified as “Exhibit A” titled “Map of Property Sought to be Annexed to the City of North Augusta” and prepared by the City of North Augusta.

- II. The zoning classification shall be ±2.44 acres as TC, Thoroughfare Commercial
- III. All Ordinances or parts of Ordinances in conflict herewith are, to the extent of such conflict, hereby repealed.
- 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 OCTOBER, 2024.

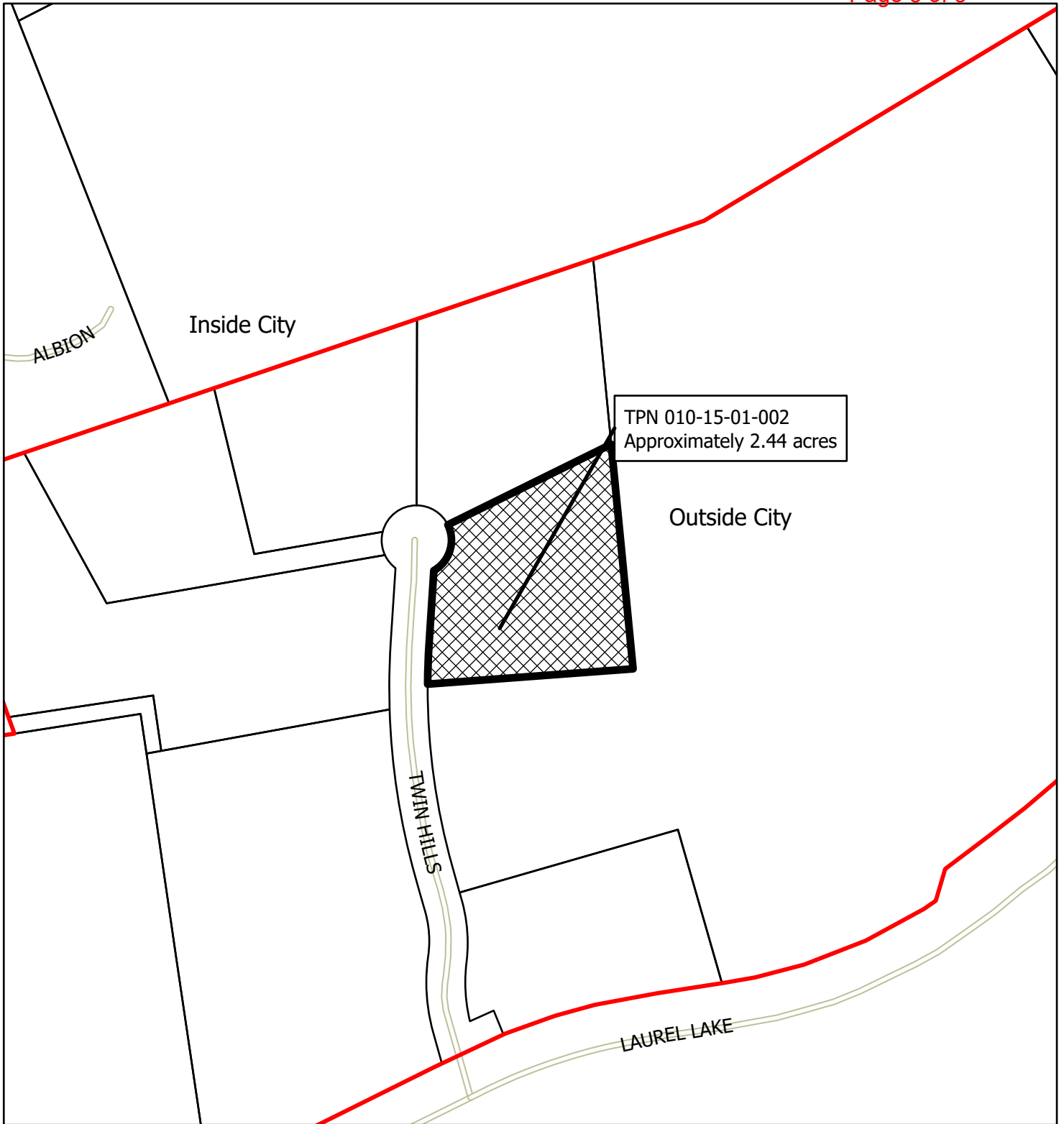
First Reading _____

Second Reading _____

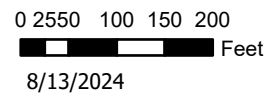
Briton Williams, Mayor

ATTEST:

Jamie Paul, City Clerk



ANX24-005
MAP OF PROPERTY
SOUGHT TO BE ANNEXED
TO THE CITY OF NORTH AUGUSTA



Department of Planning and Development



Project Staff Report

ANX24-005 Sunset-North Augusta

Prepared by: La'Stacia Reese

Meeting Date: August 21, 2024

SECTION 1: ANNEXATION REQUEST SUMMARY

Address/Location	210 Twin Hills Road
Parcel Numbers	010-15-01-002
Total Development Size	± 2.44 acres
Zoning Requested	TC, Thoroughfare Commercial
Future Land Use	Industrial

SECTION 2: PLANNING COMMISSION CONSIDERATION

Hoyt and Berenyi, LLC and Sunset 378 Land, LLC has requested to annex parcel 010-15-01-002, approximately 2.44 acres, located at 210 Twin Hills Road in Aiken County. The request is for the parcel to be zoned TC, Thoroughfare Commercial at the time of annexation.

NADC Additional Reviews

4.7 Annexation – All territory which may hereafter be granted or annexed to the City of North Augusta shall be classified automatically in the R-14 District, except that at the time the application for annexation is filed the applicant may request a zoning classification that is similar to surrounding zoning and in accord with the city's Comprehensive Plan. Proposed annexations where the requested zoning is inconsistent with the Land Use Element of the Comprehensive Plan or differs from zoning on adjacent properties shall be reviewed by the Planning Commission in accordance with Article 18, Administration and Enforcement. The Planning Commission shall recommend to the City Council the appropriate zoning for the property to be annexed, modification to the Land Use Element of the Comprehensive Plan, or both.

The Planning Commission is being asked to make a recommendation regarding the zoning classification of this property prior to annexation. The subject parcel Future Land Use is Industrial.

SECTION 3: EXISTING SITE CONDITIONS

	<u>Existing Land Use</u>	<u>Future Land Use</u>	<u>Zoning</u>
Subject Parcel	Industrial (Business Park)	Industrial	UD, Urban Development (Aiken County)
North	Industrial (Crane operations)	Industrial	UD, Urban Development (Aiken County)
South	Vacant	Commercial Retail	UD, Urban Development (Aiken County)
East	Vacant	Commercial Retail	UD, Urban Development (Aiken County)
West	Vacant	Industrial	UD, Urban Development (Aiken County)

SECTION 4: STAFF EVALUATION AND ANALYSIS

The parcel proposed for annexation currently a part of a business park, with industrial structures and transportation trucks on the property. The parcel has road frontage on Twin Hills Road. The parcel has been graded for industrial use, with dirt and gravel in the parking area. The Planning Commission is being asked to make a recommendation regarding the compatibility of the zoning classification of this property prior to annexation because the subject parcel's future land use is Industrial. The subject parcel is requesting annexation in conjunction with the adjacent parcel at 381 Laurel Lake Drive to conform with the requirement of contiguous zoning for an annexation request.

The TC, Thoroughfare Commercial zoning district is described as the following:

4.12.8 TC, Thoroughfare Commercial District – The purpose of this district is to accommodate commercial, light industrial, and warehouse/distribution uses along high capacity roadways typically dependent on a regional market. It is characterized by bright and intensive signage designed to gain the attention of passing motorists. Uses are not compatible to neighborhoods and professional areas. Accordingly, they are limited to areas where traffic volumes are the highest and residential development and professional land uses are the least prevalent.

The following uses are allowed in an TC zoning district per NADC 5.1 Use Matrix:

Primary Uses:

- Bus Shelter
- Storage of Construction Equipment, Outdoor, Incidental to Construction Activities
- Warehouse or Flex Space as Accessory Use
- Duplex
- Single-Family Attached Dwelling
- Single-Family Detached Dwelling
- Triplex
- Hotel or Motel
- Housing Services for the Elderly
- Tourist Home
- Bar or Tavern
- Car Wash
- Convenience Store, Excluding Gasoline Sales
- Equipment Sales and Leasing
- Financial Institution
- Flex Space, Office, and Warehouse Building
- Fuel Sales, Retail
- Fulfillment Center/Dark Store/Ghost Kitchen
- Laundry or Laundromat
- Manufactured Home, Modular Home, Mobile Home Sales
- Motor Vehicle Sales and Leasing
- Motor Vehicle Repair and Service
- Nursery/Greenhouse, Commercial
- Offices, General
- Pawn Shops
- Personal and Business Services
- Restaurants
- Retail Alcohol Sales for Offsite Consumption
- Retail Establishment, Large
- Retail Establishment, Small
- Veterinary Hospitals, Animal Kennels and Boarding
- Dry Cleaning Plant
- Warehouse and Distribution, General
- Golf Course or Driving Range

- Place of Assembly, Small
- Recreation, Indoor
- Sports Stadium, Arena, or Coliseum
- Swimming Pool
- Zoo, Botanical Garden, or Arboretum
- Armory or Military Reserve
- Cemetery
- College or University
- Community Food Services
- Funeral Home
- Hospital or Sanitarium
- Library
- Medical or Dental Clinic/Office
- Museum or Gallery
- Primary or Secondary School
- School for Specialized Instruction
- Social Assistance or Charitable Services
- Studio for Creative or Expressive Art
- Bus Passenger Station/Terminal
- Freight/Truck Terminal
- Parking, Structured
- Parking, Surface
- Essential Public Services
- Radio/Television Station without Transmission Tower

Accessory Uses

- Self-Service Kiosks
- Self-Service Vending
- Refrigerated/Cold Storage

Conditional Uses

- Accessory Dwellings
- Child/Adult Care Home
- Drive-in Window or Drive-Trough Facility where Principal Use is Permitted
- Farmers and Produce Markets
- Food Truck
- Home Occupation
- Outdoor Sales and Display Area

- Outdoor Display and Storage of Supplies, Materials, or Specialized Equipment
- Oversized Vehicles
- Promotional Circus or Carnival
- Real Estate Sales and Construction Offices and Equipment Sheds
- Seasonal Sales
- Temporary Event
- Multi-Family Dwelling
- Quadruplex
- Continuing Care Retirement Communities
- Brew Pub, Microbrewery, or Microdistillery
- Heavy Equipment Sales, Repair, Maintenance, Leasing, and Storage
- Live-work Unit/Mixed-Use Building
- Lumber Yard and Building Material sales, Wholesale or Retail
- Nondepository Personal Credit Institutions
- Outdoor Café
- Entertainment Establishment, indoor
- Entertainment Establishment, outdoor
- Place of Assembly, Large
- Recreation, Outdoor
- Riding Academy/Stable, Commercial
- Child/Adult Care Center
- Taxi Stand and Shared-Use/Autonomous Motor Vehicles
- Energy Generation, Small-Scale
- Telecommunications, Small Cell

Special Exception Uses:

- Home Occupation
- Bed and Breakfast
- Firework Sales
- Flea Market
- Mini Warehouses/Self Storage
- Tattoo Parlor
- Industrial, General
- Industrial, Light
- Recycling Processing Facility
- Entertainment Establishment, Indoor
- Crematorium and Embalming
- Solid Waste Collection and Transfer Center

- Telecommunication Tower and Antennae
- Yard Waste Collection and Processing
- Agriculture, Excluding Livestock

Goal 4.2.2 of the Comprehensive Plan states, "Attract industries important to the region. Identify industries that are important to the economic growth of North Augusta and work with the Aiken, Edgefield, McCormick, & Saluda Counties Economic Development Partnership to attract those industries."

Goal 4.2.5 of the Comprehensive Plan encourages to support the priorities and principles of the Aiken, Edgefield, and Saluda Counties Economic Development Partnership by providing support for growth and increased investment of existing industry and new industry.

Goal 4.4.1 of the Comprehensive Plan states, "Work with regional economic development organizations, such as Aiken, Edgefield-Saluda Economic Development Partnership and the Augusta Economic Development Authority to create strategies on how to develop the I-20/I-520 interchange to attract further investment to the area.

Based on these descriptions and similarly zoned properties within the city limits, staff believes allowing TC, Thoroughfare Commercial zoning is appropriate for the property.

SECTION 5: ATTACHMENTS

Exhibit A Map

Exhibit B Map

Application Documents

cc Cam Sessions-Hoyt and Berenyi; via email

RESOLUTION NO. 2024-40
AUTHORIZING A PERMIT FOR CONSTRUCTION WORK

WHEREAS Sec. 12-21.(c)(9) of the City of North Augusta Code of Ordinances restricts construction work to the hours of 7:00 a.m. to 6:00 p.m. on weekdays only; and

WHEREAS the Ordinance allows the Council to grant a permit for work outside of these hours in cases of urgent necessity for public safety and convenience; and

WHEREAS the City has received a request from Fansler Construction to perform regular work outside these hours, specifically 6:00 a.m. to 6:00 p.m. Monday – Friday, 8:00 a.m. to 5:00 p.m. Saturday with concrete pours beginning as early as 1:00 am; and

WHEREAS this request covers the period from September 17, 2024, to May 31, 2026, for parcels C, G, H, & K in Riverside Village; and

WHEREAS although the area is mixed residential and commercial, the Council has carefully considered the impact on neighboring residents and businesses and assures that their needs will continue to be taken into account when work is performed.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of North Augusta, South Carolina, in a duly assembled meeting, that Fansler Construction is permitted to perform construction work outside the hours specified in Sec. 12-21.(c)(9) of the City of North Augusta Code of Ordinances.

BE IT FURTHER RESOLVED that the contractor must provide at least a 24-hour notice to the City before each late night/early morning concrete pour and other instances of work outside the modified hours permitted by this Resolution.

BE IT FURTHER RESOLVED that the City Administrator may extend the dates of this permit upon the contractor's request in the event of inclement weather or other unforeseen delays.

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

Briton S. Williams, Mayor

ATTEST:

Jamie Paul, City Clerk

RESOLUTION NO. 2024-41
TO AUTHORIZE THE ISSUING OF A PARADE PERMIT TO
NORTH AUGUSTA LIONS CLUB TO CONDUCT THE 2024 CHRISTMAS PARADE ON
SUNDAY, DECEMBER 8, 2024

WHEREAS, North Augusta Lions Club has requested a permit to hold a Christmas Parade to celebrate the Christmas Season; and

WHEREAS, the request is to hold the parade on December 8, 2024 with the lineup of the parade beginning on Martintown Road, between Knox Avenue and Georgia Avenue. The parade will then proceed on Georgia Avenue beginning at Martintown Road, traveling South and will disperse end at Clifton Avenue; and

WHEREAS, the parade will utilize the roadway as identified above with side roads blocked by Public Safety personnel, with spectators on either side of the parade route; and

WHEREAS, the parade will involve the usage of the lineup area and parade route from approximately 10:30am until 5:00pm; and

WHEREAS, the Mayor and City Council has reviewed the request and finds that the parade permit applied for, at the time requested and upon the roadways as indicated, is not detrimental to the health, safety, welfare or convenience of the residents of the City and, in fact, will benefit the public; and

WHEREAS, such request has been timely made and complies with the Code of Ordinances for the City of North Augusta.

NOW THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of North Augusta, South Carolina, in meeting duly assembled and by the authority thereof, that the request for a permit is approved as follows:

1. **TIME:** Approx. 10:30am until 5:00pm
2. **DATE:** December 8, 2024
3. **LOCATION:** Martintown Road, between Knox Avenue and Georgia Avenue, as well as Georgia Avenue beginning at Martintown Road, traveling South to end at Clifton Avenue
4. **SPECIAL CONDITIONS:** The parade will utilize the public roadways which will be blocked for any other vehicular traffic, to include side roads entering into the parade route, by Public Safety personnel. Spectators will be allowed to assemble on either side of the roadway along the parade route.
5. **BOND:** Not be required

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

Briton Williams, Mayor

ATTEST:

Jamie Paul, City Clerk



North Augusta Lions Club

PO Box 6385 ♦ North Augusta, SC ♦ 29861

July 17, 2024

Mayor Briton Williams
City of North Augusta
PO Box 6400
North Augusta, SC 29861

Dear Mayor Williams,

The North Augusta Lions Club respectfully requests a permit to hold the annual North Augusta Lions Christmas Parade on Sunday, December 8, 2024, starting at 3:00 pm.

We also request the assistance of North Augusta Public Safety to provide traffic control and set up barricades for the parade as in past years. The North Augusta Lions Club Parade Committee will reach out to Lt. Verne Sadler to discuss parade logistics. And, we intend to keep NA Public Safety fully informed of our plans for this event.

We thank North Augusta leadership allowing the Lions Club to present this annual event to the city and to see the smiles on the faces of young and old as Santa is welcomed to North Augusta!

If you have any questions please contact me at 803.624.2487.

Sincerely,

Terra Carroll, *Activities Chair*
North Augusta Lions Club

About Parade Route:

The parade participants assemble in the Crossroads Market shopping Plaza and line-up along Martintown Road to Georgia Avenue. The parade begins at Martintown Road/Georgia Avenue and ends at Clifton Avenue. The parade generally lasts 90 minutes.

Cc: Jamie Paul, City Clerk



CITY OF NORTH AUGUSTA, SOUTH CAROLINA

PERMIT

PERMIT GRANTED TO: Terra Carroll, Activites Chair
North Augusta Lions Club

ACTIVITY: 2024 North Augusta Lions Club Christmas Parade

DATE/TIME: December 8, 2024 – 3:00pm

LOCATION: Parade participants will assemble in the Crossroads Market Shopping Plaza and line-up along Martintown Road to Gerogia Avenue. The parade begins at Martintown Road/Georgia Avenue and ends at Clifton Avenue.

STIPULATION: No candy may be thrown from floats, or moving vehicles. Candy can be handed out by walkers to children.

CONTACT PERSON: Terra Carroll
North Augusta Lions Club
P. O. Box 6385
North Augusta, SC 29861

PHONE: 803-624-2487

This permit is granted under the conditions that advertisement placards will not be affixed to any City property or public utility property (i.e. traffic signs, street signs, utility poles, or along the roadway). Further, signs erected on private property shall be removed immediately upon completion of the activity.

**City of North Augusta
Mayor's Office**

By: _____

Date: _____

RESOLUTION NO. 2024-42
APPOINTING MEMBERS TO THE NORTH AUGUSTA
BEAUTIFICATION FOUNDATION BOARD OF DIRECTORS

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

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

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

WHEREAS, the Board has identified the need to expand the roll to consist of nine members, all residents of the City of North Augusta, and two of which are members of Council.

WHEREAS, the Board has voted to amend the By-Laws to reflect the number of Board members from seven to nine and the Board has identified Benjamin Dickert and Trey Burdette to fill these vacancies.

WHEREAS, Board Member Billy Franke stepped down, and the Board has identified Joel Ozburn to fill this vacancy.

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

- The Board of Directors roll is expanded to nine members, all residents of the City of North Augusta, and two of which are members of Council.
- The resignation of Billy Franke from the North Augusta Beautification Foundation Board of Directors be accepted.
- Joel Ozburn, Benjamin Dickert, and Trey Burdette be appointed to the North Augusta Beautification Foundation Board of Directors.

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

Briton Williams, Mayor

ATTEST:

Jamie Paul, City Clerk

RESOLUTION NO. 2024-43
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 WALNUT GROVE, SECTION 13

WHEREAS, Metro Homesites, LLC developed Walnut Grove, Section 13 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 July 30, 2024 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 Walnut Grove, Section 13 for Metro Homesites, LLC, prepared by Southern Partners, dated May 28, 2024, and recorded in the Office of the Edgefield County Clerk of Court in Plat Book 2143, page 221 the within-referenced plat.

TOGETHER WITH all (a) sanitary sewerage collection systems shown on the aforesaid plat; (b) storm water collection system shown on the aforesaid plat; and (c) 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 a portion of the same property conveyed to Metro Homesites, LLC by Deed of Faye P. Purcell, as Trustee of the James A. Purcell Living Trust dated March 25, 2004, dated December 3, 2020, and recorded in said RMC office in Book 1848, pages 34-37.

Map/Parcel Nos. 127-00-01-001 (portion of)

BE IT FURTHER RESOLVED that a Maintenance Guarantee and letter of credit in the amount of \$153,000 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 SEPTEMBER, 2024.

Briton 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 _____ day of _____, 2024, 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 Edgefield, 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 Walnut Grove, Section 13 for Metro Homesites, LLC, prepared by Southern Partners, dated May 28, 2024, 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.

IN WITNESS WHEREOF, on this _____ day of _____, 2024, the herein below Party of the Second Part has approved and 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 _____, 2024.

_____ (seal)
Notary Public,
My commission expires:

Derivation: This is a portion of the same property conveyed to Metro Homesites, LLC by Deed of Faye P. Purcell, as Trustee of the James A. Purcell Living Trust dated March 25, 2004, dated December 3, 2020, and recorded in said RMC office in Book 1848, pages 34-37.

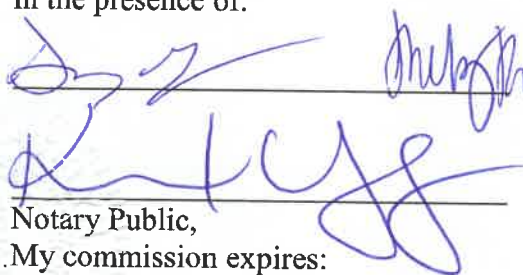
Map/Parcel Nos. 127-00-01-001 (portion of)

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:



Notary Public,
My commission expires:

:
: METRO HOMESITES, LLC

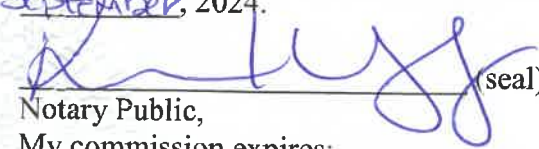
:
: By:  L.S.
: Mark Gilliam
: As its: Managing Member
: {CORPORATE SEAL}

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

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 6 day of September, 2024.



Notary Public, (seal)
My commission expires:

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

STATE OF SOUTH CAROLINA }
COUNTY OF EDGEFIELD } AFFIDAVIT FOR TAXABLE OR EXEMPT TRANSFERS

PERSONALLY appeared before me the undersigned, who being duly sworn, deposes and says:

- 1. I have read the information on this affidavit and I understand such information.
- 2. The property was transferred by METRO HOMESITES, LLC
to CITY OF NORTH AUGUSTA, SOUTH CAROLINA on SEPTEMBER 6, 2024

3. Check one of the following: The deed is
- (A) subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.
 - (B) subject to the deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as distribution to a trust beneficiary.
 - (C) exempt from the deed recording fee because (See Information section of affidavit): EXEMPTION 2 (Explanation required)
(If exempt, please skip items 4-7, and go to item 8 of this affidavit.)

If exempt under exemption #14 as described in the Information section of this affidavit, did the agent and principal relationship exist at the time of the original sale and was the purpose of this relationship to purchase the realty?
Check Yes or No

4. Check one of the following if either item 3(a) or item 3(b) above has been checked. (See Information section of this affidavit):
- (A) The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of _____.
 - (B) The fee is computed on the fair market value of the realty which is _____.
 - (C) The fee is computed on the fair market value of the realty as established for property tax purposes which is _____.

5. Check YES or NO to the following: A lien or encumbrance existed on the land, tenement, or realty before the transfer and remained on the land, tenement, or realty after the transfer. If "YES," the amount of the outstanding balance of this lien or encumbrance is _____.

6. The deed recording fee is computed as follows:
- (A) Place the amount listed in item 4 above here: _____
 - (B) Place the amount listed in item 5 above here: _____
 - (If no amount is listed, place zero here.)
 - (C) Subtract Line 6(b) from Line 6(a) and place the result here: _____

7. The deed recording fee is based on the amount listed on Line 6(c) above and the deed recording fee due is:
\$0.00

8. As required by Code Section '12-24-70, I state that I am a responsible person who was connected with the transaction as:
Closing Attorney

9. I understand that a person required to furnish this affidavit who wilfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year, or both.

Responsible Person Connected with the Transaction

Donald H. White - Attorney
Print or Type Name Here

Sworn this 6th day of September 2024

[Signature]
Notary Public for South Carolina
My Commission Expires: 09-25, 2027



lines located within the subdivision property, as well and the necessary ingress and egress to reach and enter the aforesaid.

Said Mortgage shall be deemed satisfied as to the above-referenced property; otherwise to remain in full force and effect.

This 6th day of September, 2024.

SECURITY FEDERAL BANK

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

[Signature]
Witness

Tara [Signature]
Witness

Todd Stanford L.S.
By:
As its: Vice President

STATE OF SOUTH CAROLINA]

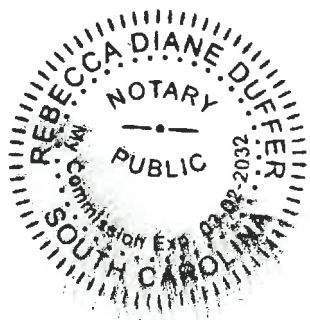
COUNTY OF AIKEN]

I, the undersigned Notary Public, do hereby certify that Todd Stanford as Vice President of SECURITY FEDERAL BANK, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

SWORN to before me this 6th day of September, 2024.]

Rebecca D. Duen
Notary Public for South Carolina
My Commission Expires:

Tara [Signature]
Witness





Department of Planning And Development

City of North Augusta

Memorandum # 24-015

To: James S. Clifford, City Administrator

From: Tommy Paradise, Director

Subject: Walnut Grove, Section 13 Performance and Maintenance Guarantee

Date: August 20, 2024

Metro Homesites, LLC has received approval for Application PP20-008, a major subdivision preliminary plat to construct 92 single-family detached lots known as Walnut Grove, Section 13. 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 check in the amount of \$141,000.00 has been provided by the developer to guarantee the remaining work covered under the Performance Guarantee.

A Maintenance Guarantee and check in the amount of \$153,000.00 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 Finance Department should deposit the checks until such time as the City Engineer requests a refund to the developer.

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

cc Lynda Williamson, Chief Financial Officer

STATE OF SOUTH CAROLINA)
)
COUNTY OF EDGEFIELD) **PERFORMANCE GUARANTEE**
) (Sidewalks/Subdivision trees)

THIS AGREEMENT IS MADE AND ENTERED INTO this 5th day of September 2024 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 #PP20-008, a major subdivision preliminary plat, to develop 92 single-family detached lots in Walnut Grove, Section 13, Tax Parcel Number 127-00-01-001; and

WHEREAS, City approval of the major subdivision preliminary plat required site improvements of the sidewalks and subdivision trees, and in accordance with City development standards and the City Engineer estimates the cost to construct these improvements to be \$112,800.00; and

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

WHEREAS, pursuant to §5.8.6 of the North Augusta Development Code, the City requires that the Applicant execute a Performance Guarantee supported by a letter of credit or other form of monetary guarantee in the amount of one hundred forty-one thousand dollars (\$141,000.00), 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 \$141,000.00 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 preliminary plat 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 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 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 Planning and Development Director, has not completed the installation of the remaining site improvements, the following conditions shall prevail:
 - a. The City Engineer and 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 preliminary plat, after receiving the notice provided for above, the City shall have the right to make claims on the funds provided by the Applicant to support the Performance Guarantee;

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

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

METRO HOMESITES, LLC

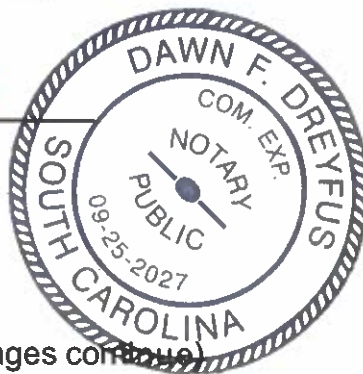
By: 
 MARK GILLIAM
 As its: MANAGER

State of South Carolina
County of Aiken

On this 19th day of July, 2024, 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.



Notary Public
Aiken County, South Carolina
My commission expires: 9-25-27



(Signature pages continue)

Accepted this 5th day of September, 2024.

THE CITY OF NORTH AUGUSTA

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

State of South Carolina
County of Aiken

On this 5th day of September, 2024, before me personally appeared James S. Clifford, North Augusta City Administrator, who provided satisfactory evidence of his identification to be the person whose name is subscribed to this instrument, and he acknowledged that he executed the foregoing instrument.

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

JAMIE PAUL
Notary Public, State of South Carolina
My Commission Expires 3/28/2032

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

NAME OF SUBDIVISION/DEVELOPMENT: **WALNUT GROVE,
SECTION 13**

DEVELOPER/OWNER: **METRO HOMESITES, LLC**

DATE OF FINAL SUBDIVISION PLAT APPROVAL: **August 15, 2024**

MAINTENANCE GUARANTEE AMOUNT: **\$153,000.00**

WHEREAS, Metro Homesites, LLC has submitted a final plat for Walnut Grove, Section 13, prepared by Southern Partners, Inc. dated May 28, 2024 for 92 single-family detached lots situated in the City of North Augusta, County and State aforesaid; and

WHEREAS, the North Augusta Planning Commission, meeting on December 17, 2020, did grant major subdivision preliminary plat approval for Walnut Grove, Section 13, and the Director of Planning and Development and the City Engineer signed the major subdivision preliminary plat on September 10, 2021; and

WHEREAS, the developer developed the approved major subdivision preliminary plat for Walnut Grove, Section 13; 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 final subdivision plat for recording on August 15, 2024 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 preliminary plat for Walnut Grove, Section 13, 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 major subdivision 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 \$153,000.00, in support of this Maintenance Guarantee in accordance with §§5.8.4 and 5.8.5 of the North Augusta Development Code within the specified time period;
- C. The City Engineer for the City of North Augusta shall have full and absolute discretion and authority in determining whether or not a failure has occurred in regard to the infrastructure subject to this Maintenance Guarantee.

REMEDIES IN THE EVENT OF DEFAULT

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

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

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

(Signature pages follow)

IN WITNESS WHEREOF, Metro Homesites, LLC has caused these presents to be executed this _____ day of _____, 20__.

Metro Homesites, LLC



WITNESS

BY: 

MARK GILLIAM

ITS: MANAGER



WITNESS

(Signature Pages Follow)

ACCEPTED THIS _____ DAY OF _____, 20____.

City of North Augusta

WITNESS

BY:

JAMES S. CLIFFORD
ITS: CITY ADMINISTRATOR

WITNESS



Department of Planning And Development

Memorandum # 24-017

City of North Augusta

To: James S. Clifford, City Administrator

From: Tommy Paradise, Director

Subject: Walnut Grove Section 13 Performance and Maintenance Guarantee Replacement

Date: August 28, 2024

Metro Homesites, LLC received approval for Application PP20-008, a major subdivision preliminary plat to construct 92 single-family detached lots known as Walnut Grove, Section 13. The developer 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 check in the amount of \$141,000.00 was provided by the developer to guarantee the remaining work covered under the Performance Guarantee.

A Maintenance Guarantee and check in the amount of \$153,000.00 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 was 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.

The developer wishes to replace the original cash deposit for the guarantees with letters of credit. The letters of credit should be kept on file by the City Clerk until such time as the Department of Planning and Development requests the deposited funds be returned to the developer.

We also request that the cash deposits in the amount of \$141,000.00 for the Performance Guarantee and \$153,000.00 for the Maintenance Guarantee be released back to the issuer upon receipt of the letters of credit.

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

cc Lynda Williamson, CFO



IRREVOCABLE STANDBY LETTER OF CREDIT NUMBER: 3000116347

Date: August 22, 2024

BENEFICIARY:

City of North Augusta
C/O City Administrator
100 Georgia Avenue
North Augusta, SC 29841

APPLICANT:

Metro Homesites, LLC
924 Stevens Creek Rd.
Augusta, GA 30907

DATE AND PLACE OF EXPIRY: August 22, 2026 AT THE COUNTER OF SECURITY FEDERAL BANK

AMOUNT: USD \$153,000.00 (One Hundred Fifty-Three Thousand and 00/100 US Dollars)

Gentlemen:

We hereby issue our Irrevocable Standby Letter of Credit in your favor for the account of Metro Homesites, LLC for the sum not to exceed the aggregate amount USD \$153,000.00 (One Hundred Fifty-Three Thousand and 00/100 US Dollars) available by presentation of the following:

1. Your draft(s) at sight drawn on Security Federal Bank marked "Drawn under Security Federal Bank Letter of Credit Number 3000116347." AND
2. A statement purportedly signed by an official of the City of North Augusta reading: "We hereby certify that Metro Homesites, LLC has failed to perform in accordance with the terms and conditions of that certain maintenance Letter of Credit regarding Walnut Grove Subdivision between the City of North Augusta Engineering Department and Metro Homesites, LLC.

The original of this Letter of Credit and any amendment(s) must be presented with any drawings.

We hereby agree with you that all draft(s) drawn under and in compliance with the terms of this credit shall be duly honored if presented with the original of this credit, at our office at 238 Richland Avenue NW, Aiken, South Carolina 29801 on or before the above stated expiry date.

Except as otherwise expressly stated herein, this Letter of Credit is subject to the 2007 Revision of the Uniform Customs and Practice for Documentary Credits of the International Chamber of Commerce, ICC Publication No.600.

Security Federal Bank,


Todd Stanford
Vice President

www.securityfederalbank.com
Main 803.641.3000 Toll Free 866.851.3000



IRREVOCABLE STANDBY LETTER OF CREDIT NUMBER: 3000116339

Date: August 22, 2024

BENEFICIARY:

City of North Augusta
C/O City Administrator
100 Georgia Avenue
North Augusta, SC 29841

APPLICANT:

Metro Homesites, LLC
924 Stevens Creek Road
Augusta, GA 30907

DATE AND PLACE OF EXPIRY: August 22, 2026 AT THE COUNTER OF SECURITY FEDERAL BANK

AMOUNT: USD \$141,000.00 (One Hundred Forty-One Thousand and 00/100 US Dollars)

Gentlemen:

We hereby issue our Irrevocable Standby Letter of Credit in your favor for the account of Metro Homesites, LLC for the sum not to exceed the aggregate amount USD \$141,000.00 (One Hundred Forty-One Thousand and 00/100 US Dollars) available by presentation of the following:

1. Your draft(s) at sight drawn on Security Federal Bank marked "Drawn under Security Federal Bank Letter of Credit Number 3000116339." AND
2. A statement purportedly signed by an official of the City of North Augusta reading: "We hereby certify that Metro Homesites, LLC has failed to perform in accordance with the terms and conditions of that certain performance Letter of Credit regarding Walnut Grove Subdivision between the City of North Augusta Engineering Department and Metro Homesites, LLC.

The original of this Letter of Credit and any amendment(s) must be presented with any drawings.

We hereby agree with you that all draft(s) drawn under and in compliance with the terms of this credit shall be duly honored if presented with the original of this credit, at our office at 238 Richland Avenue NW, Aiken, South Carolina 29801 on or before the above stated expiry date.

Except as otherwise expressly stated herein, this Letter of Credit is subject to the 2007 Revision of the Uniform Customs and Practice for Documentary Credits of the International Chamber of Commerce, ICC Publication No.600.

Security Federal Bank,

A handwritten signature in black ink, appearing to read "Todd Stanford".

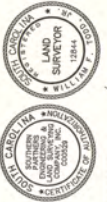
Todd Stanford
Vice President

www.securityfederalbank.com
Main 803.641.3000 Toll Free 866.851.3000

SHEET 1 OF 2
RECORD PLAT
of
WALNUT GROVE
SECTION 13

PROPERTY LOCATED WITHIN THE CITY OF NORTH AUGUSTA,
EDGEFIELD COUNTY, SOUTH CAROLINA
DATE: MAY 28, 2024
SCALE: 1" = 60'

METRO HOMESITES, LLC
124 STEVENS CREEK ROAD AUGUSTA, GEORGIA 30907 (706) 855-1099
PREPARED BY:
SOUTHERN PARTNERS, INC.
1233 AUGUSTA ROAD AUGUSTA, GEORGIA 30906 (706) 885-6000



- CARPENTER -
126-00-01-01-000
DB 153/PG 120
PB 35/PG 336

- KITCHENS -
126-00-01-010-000
DB 777/PG 104
PR 2/PG 3334

- KITCHENS -
126-00-01-009-000
DB 576/PG 17
PR 2/PG 3334

- LATHAN -
126-00-01-008-000
DB 675/PG 172
PR 2/PG 3334

- EDGIN -
126-00-01-007-000
DB 1474/PG 240

- LANTZ -
126-00-01-006-000
DB 141/PG 52

- KEREZSI -
126-00-01-005-000
DB 1318/PG 239

- LUSBY -
126-00-01-004-000
DB 923/PG 124
PR 22/PG 72

- MILLS -
127-05-01-016-000
DB 1735/PG 181

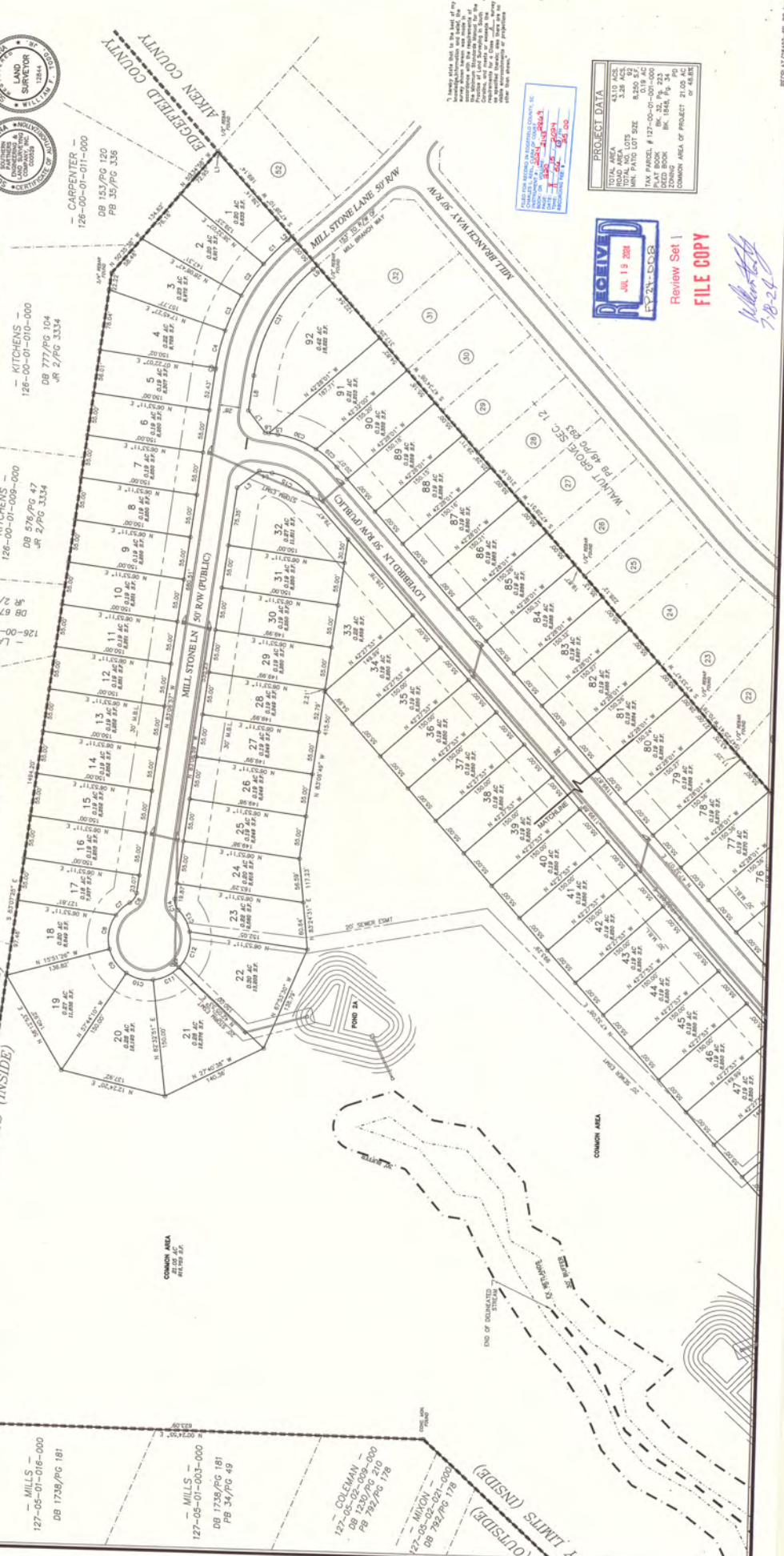
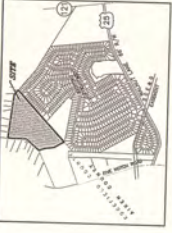
- MILLS -
127-05-01-003-000
DB 1735/PG 181
PB 34/PG 48

- COLEMAN -
127-05-02-004-000
DB 1230/PG 210
PB 782/PG 178

- MCKON -
127-05-02-021-000
DB 792/PG 178

PROPERTY IDENTIFICATION

LOT	OWNER	DEED NO.	PG.	PLAT
1
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80
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92



PROJECT DATA

TOTAL AREA	43.10 AC
TOTAL LOTS	92
MIN. PLOT SIZE	0.53 AC
MAX. PLOT SIZE	6.53 AC
PLAT NO.	126-00-01-004-000
DEED BOOK	8K 124, PG. 34
COMMON AREA OF PROJECT	21.00 PG 10 OF 46RS



Review Set!
FILE COPY

William A. ...
7-8-24

1. Any state that has the right of eminent domain shall have the right to acquire all or part of any property herein shown for public use, and the State of South Carolina shall have the right to acquire all or part of any property herein shown for public use. The State of South Carolina shall have the right to acquire all or part of any property herein shown for public use. The State of South Carolina shall have the right to acquire all or part of any property herein shown for public use.

RESOLUTION NO. 2024-44
COMMITTING THE CITY OF NORTH AUGUSTA TO PROVIDING A LOCAL MATCH
FOR A MUNICIPAL ASSOCIATION OF SOUTH CAROLINA HOMETOWN ECONOMIC
DEVELOPMENT GRANT

WHEREAS, the Municipal Association of South Carolina (MASC) offers Hometown Economic Development Grants up to \$25,000 to cities and towns within South Carolina to assist in the implementation of economic development projects that positively impact the quality of life in their communities; and

WHEREAS, the City of North Augusta is a member in good standing of the Municipal Association of South Carolina, making it eligible to apply for the Hometown Economic Development Grant; and

WHEREAS, the City of North Augusta desires to apply for the 2024 Hometown Economic Development Grant to support the installation of downtown wayfinding signage; and

WHEREAS, the City of North Augusta is committed to providing a 15% matching contribution, not to exceed \$3,750, as required by the grant guidelines; and

WHEREAS, the City Council of North Augusta recognizes the value of this grant program and supports the effort to secure funding to enhance economic development opportunities in the community;

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

1. The City Council fully supports the application to the Municipal Association of South Carolina for the 2024 Hometown Economic Development Grant for the purpose of installing downtown wayfinding signage.
2. The City Council commits to providing a 15% matching contribution, not to exceed \$3,750, from the City's Capital Projects Fund to ensure the successful completion of the project as outlined in the grant application guidelines.
3. The City Administrator or his designee is hereby authorized to execute any and all documents necessary to submit the grant application on behalf of the City of North Augusta, and to provide additional information as needed during the application and grant review process.
4. The City Council further resolves to meet all accountability requirements set forth by the Municipal Association of South Carolina, including providing documentation throughout the project's duration and at its completion, as well as cooperating with any on-site reviews of the completed project.

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

Briton S. Williams, Mayor

ATTEST:

Jamie Paul, City Clerk