



CITY COUNCIL

REGULAR AGENDA

OF

DECEMBER 21, 2015





CITY OF NORTH AUGUSTA

AGENDA: REGULAR CITY COUNCIL MEETING

December 21, 2015 – Municipal Center – 100 Georgia Avenue, 3rd Floor – 7:00 P.M.

CITIZEN COMMENTS: Citizens may speak to Mayor and City Council on each item listed on this agenda. Mayor Jones will call for your comments prior to City Council discussing the matter. When speaking to Council, please step up to the microphone, give your full name and address, and direct your remarks to Mayor Jones.

CITIZEN ASSISTANCE: Individuals needing special assistance or sign interpreter to participate in the meeting, please notify the Administration Department 48 hours prior to the meeting.

- 1. CALL TO ORDER:
2. INVOCATION AND PLEDGE OF ALLEGIANCE AND READING OF THE CHRISTMAS STORY:
3. ROLL CALL:
4. APPROVAL OF MINUTES: Regular and Study Session Minutes of December 7, 2015

UNFINISHED BUSINESS

- 5. ZONING: North Augusta Development Code, Proposed Text Amendments (Application RZT 15-002) Amendment C, Option 1 – Third and Final Reading – Remove from Table

NEW BUSINESS

- 6. FINANCE: AN AMENDED AND RESTATED ORDINANCE AUTHORIZING THE CITY OF NORTH AUGUSTA, SOUTH CAROLINA TO ENTER INTO AN INSTALLMENT PURCHASE TRANSACTION IN THE PRINCIPAL AMOUNT OF NOT EXCEEDING THIRTEEN MILLION DOLLARS (\$13,000,000) TO REFINANCE THE COSTS RELATING TO THE CONSTRUCTION AND EQUIPPING OF A PARKING GARAGE ON CERTAIN REAL PROPERTY OWNED BY THE CITY AND DESCRIBED HEREIN AND FINANCE THE COSTS RELATING TO THE CONSTRUCTION AND EQUIPPING OF CERTAIN WATER, SEWER AND RELATED INFRASTRUCTURE LOCATED WITHIN A TAX INCREMENT FINANCING DISTRICT OF THE CITY; AUTHORIZING THE EXECUTION AND DELIVERY OF VARIOUS DOCUMENTS INCLUDING AN AMENDED AND RESTATED BASE LEASE AGREEMENT AND AN AMENDED AND RESTATED INSTALLMENT PURCHASE AND USE AGREEMENT; DELEGATING THE AUTHORITY TO THE MAYOR AND CITY ADMINISTRATOR TO DETERMINE CERTAIN MATTERS; AND OTHER MATTERS RELATING THERETO.

- A. Ordinance, First Reading
B. Ordinance, Second Reading

- 7. MUNICIPAL COURT: Authorizing the City to enter into a Contract with the Aiken County Public Defender's Office to Provide Representation to Indigent Defendants in Municipal Court - Resolution

- 8. PARKS, RECREATION, AND LEISURE SERVICES: Authorizing the City to Pay Alpha Boring Company, Inc. Additional Funds for the Completion of the Greenway Culvert Slip-Lining Project - Resolution

- 9. PARKS, RECREATION, AND LEISURE SERVICES: Authorization and Implementation of the Name Change for the Department of Recreation and Parks

- A. Ordinance, First Reading
B. Ordinance, Second Reading

- 10. PRESENTATIONS/COMMUNICATIONS/RECOGNITION OF VISITORS:
A. Citizen Comments: At this time, citizens may speak to Mayor and City Council regarding matters not listed on the agenda.

- B. Council Comments

- 11. ADJOURNMENT:

Administration Department



TO: Mayor and City Council

FROM: B. Todd Glover, City Administrator

DATE: December 18, 2015

SUBJECT: Agenda for Regular Meeting of December 21, 2015

REGULAR COUNCIL MEETING

ITEM 5. ZONING: North Augusta Development Code, Proposed Text Amendments (Application RZT 15-002) – Amendment C, Option 1 – Ordinance, Third and Final Reading – Remove from the Table

An ordinance was prepared for Council's consideration on third and final reading amending Article 3, Zoning Districts, related to the Director of Planning and Development's discretion for development standards waivers in the North Augusta Development Code, Chapter 18 of the City of North Augusta, South Carolina Code of Ordinances. At the November 2, 2015, Council agenda this item was tabled. A request to remove the item from the table is in order, if Council desires.

Please see the minutes of the Special Called meeting of October 26, 2015 for the ordinance text.

ITEM 6. FINANCE: AN AMENDED AND RESTATED ORDINANCE AUTHORIZING THE CITY OF NORTH AUGUSTA, SOUTH CAROLINA TO ENTER INTO AN INSTALLMENT PURCHASE TRANSACTION IN THE PRINCIPAL AMOUNT OF NOT EXCEEDING THIRTEEN MILLION DOLLARS (\$13,000,000) TO REFINANCE THE COSTS RELATING TO THE CONSTRUCTION AND EQUIPPING OF A PARKING GARAGE ON CERTAIN REAL PROPERTY OWNED BY THE CITY AND DESCRIBED HEREIN AND FINANCE THE COSTS RELATING TO THE CONSTRUCTION AND EQUIPPING OF CERTAIN WATER, SEWER AND RELATED INFRASTRUCTURE LOCATED WITHIN A TAX INCREMENT FINANCING DISTRICT OF THE CITY; AUTHORIZING THE EXECUTION AND DELIVERY OF VARIOUS DOCUMENTS INCLUDING AN AMENDED AND RESTATED BASE LEASE AGREEMENT AND AN AMENDED AND RESTATED

**INSTALLMENT PURCHASE AND USE AGREEMENT;
DELEGATING THE AUTHORITY TO THE MAYOR AND
CITY ADMINISTRATOR TO DETERMINE CERTAIN
MATTERS; AND OTHER MATTERS RELATING
THERE TO.**

A. Ordinance, First Reading

An ordinance has been prepared for Council's consideration on first reading authorizing the one year extension (via refinancing) of the Interim Bond for the Medac Parking Deck and the addition of \$3 million of principal (as requested by the City) to finance certain Project Jackson infrastructure.

Please see [ATTACHMENT #6-A](#) for a copy of the proposed ordinance.

B. Ordinance, Second Reading

Pending City Council's action on [Items #6-A](#) above, the ordinance is submitted for Council's consideration on second reading.

ITEM 7. MUNICIPAL COURT: Authorizing the City to enter into a Contract with the Aiken County Public Defender's Office to Provide Representation to Indigent Defendants in Municipal Court - Resolution

A resolution has been prepared for Council's consideration authorizing the City to enter in to contract with the Aiken County Public Defender's Office to provide representation to indigent defendants in Municipal Court.

Please see [ATTACHMENT #7](#) for a copy of the proposed resolution.

ITEM 8. PARKS, RECREATION, AND LEISURE SERVICES: Authorizing the City to Pay Alpha Boring Company, Inc. Additional Funds for the Completion of the Greenway Culvert Slip-Lining Project - Resolution

A resolution has been prepared for Council's consideration authorizing the City to pay Alpha Boring Company, Inc. additional funds for the completion of the Greenway Culvert Slip-Lining Project.

Please see [ATTACHMENT #8](#) for a copy of the proposed resolution.

ITEM 9. PARKS, RECREATION, AND LEISURE SERVICES: Authorization and Implementation of the Name Change for the Department of Recreation and Parks

A. Ordinance, First Reading

An ordinance has been prepared for Council's consideration on first reading authorizing and implementing the name change for the Department of Recreation and Parks to the Department of Parks, Recreation, and Tourism by amending Article X of the Code of Ordinances for the City of North Augusta, Section 2-230 -2-236.

December 21, 2015

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

B. Ordinance, Second Reading

Pending City Council's action on **Items #9-A & #9-B** above, the ordinance is submitted for Council's consideration on second reading.

ORDINANCE NO. 2015-24

AN AMENDED AND RESTATED ORDINANCE AUTHORIZING THE CITY OF NORTH AUGUSTA, SOUTH CAROLINA TO ENTER INTO AN INSTALLMENT PURCHASE TRANSACTION IN THE PRINCIPAL AMOUNT OF NOT EXCEEDING THIRTEEN MILLION DOLLARS (\$13,000,000) TO REFINANCE THE COSTS RELATING TO THE CONSTRUCTION AND EQUIPPING OF A PARKING GARAGE ON CERTAIN REAL PROPERTY OWNED BY THE CITY AND DESCRIBED HEREIN AND FINANCE THE COSTS RELATING TO THE CONSTRUCTION AND EQUIPPING OF CERTAIN ROADS, WATER, SEWER AND RELATED INFRASTRUCTURE LOCATED WITHIN A TAX INCREMENT FINANCING DISTRICT OF THE CITY; AUTHORIZING THE EXECUTION AND DELIVERY OF VARIOUS DOCUMENTS INCLUDING THE BASE LEASE AGREEMENT AND THE INSTALLMENT PURCHASE AND USE AGREEMENT; DELEGATING THE AUTHORITY TO THE MAYOR AND CITY ADMINISTRATOR TO DETERMINE CERTAIN MATTERS; AND OTHER MATTERS RELATING THERETO.

BE IT ORDAINED, BY THE CITY COUNCIL OF THE CITY OF NORTH AUGUSTA, AS FOLLOWS:

Section 1. Definitions.

The terms defined in this Section for all purposes of this amended and restated ordinance (this "**Ordinance**") shall have the respective meanings as set forth in this Section. The term:

"**Bank**" means Bank of America, N.A., or any affiliate of Bank of America, N.A. or such other financial institution as approved by the City Representative.

"**Base Lease**" means the Amended and Restated Base Lease Agreement by and between the City and the Corporation to be dated as of the date of its delivery, together with any amendments, modifications and restatements thereof or substitutions therefor, in each case the form of which shall be negotiated, determined and finalized by a City Representative.

"**Bond**" means, collectively, the Interim Bond and the Permanent Bond.

"**Bond Agreement**" means the Bond Agreement by and between the Corporation and the Trustee (or the Bank, as more fully provided herein) to be dated as of the date of its delivery, together with any amendments, modifications and restatements thereof or substitutions therefor.

"**City**" means the City of North Augusta, South Carolina.

“City Administrator” shall mean the City Administrator of the City and any individual appointed to act as City Administrator subsequent hereto.

“City Clerk” shall mean the City Clerk of the City of North Augusta.

“City Council” means the City Council of the City of North Augusta.

“City Representative” shall mean the Mayor, the City Administrator or any other City official or representative selected to act on behalf of the City.

“Corporation” means the North Augusta Public Facilities Corporation, a South Carolina nonprofit corporation.

“Financing” means, collectively, the Prior Interim Financing, the Interim Financing and the Permanent Financing, all as more fully described in Sections 2(c) and (d) hereof.

“Financing Documents” means collectively, the Base Lease, the Installment Purchase Agreement, and the Bond Agreement.

“Installment Payments” has the meaning assigned to such term in Section 2(e).

“Installment Purchase Agreement” means the Amended and Restated Installment Purchase and Use Agreement by and between the Corporation and the City to be dated as of the date of its delivery, together with any amendments, modifications and restatements thereof or substitutions therefor, in each case the form of which shall be negotiated, determined and finalized by a City Representative.

“Interim Bond” means the installment purchase revenue bond issued by the Corporation in connection with the Interim Financing in the form of a not exceeding \$13,000,000 Taxable Installment Purchase Revenue Bond (Parking Garage and Infrastructure Project), Series 2016.

“Interim Financing” means the installment purchase transaction to be entered into in anticipation of the Permanent Financing, all for the purposes of refinancing or financing the Project, and consisting of the issuance of the Interim Bond.

“Mayor” shall mean the Mayor of the City.

“Ordinance” means this Ordinance of the City.

“Permanent Bond” means the installment purchase revenue bond(s) issued in connection with the Permanent Financing to refinance or refund the Interim Bond.

“Permanent Financing” means the installment purchase transaction to be entered into in order to refund or refinance the Interim Financing, all for the purpose of financing the Project, and consisting of the issuance of the Permanent Bond.

“Prior Interim Bond” means the installment purchase revenue bond issued by the Corporation in connection with the initial Interim Financing in the form of a \$10,000,000 Taxable Installment Purchase Revenue Bond (Parking Garage Project), Series 2015A dated January 21, 2015.

“Prior Interim Financing” means the initial installment purchase transaction entered into on January 21, 2015 through the issuance of the Prior Interim Bond, in anticipation of the Permanent Financing, all for the purpose of financing the Prior Project.

“Prior Ordinance” means an ordinance enacted by the City Council on December 15, 2014, the provisions of which, in part, authorized the Prior Project, the Prior Interim Financing and the approval of the issuance of the Prior Interim Bond by the Corporation.

“Prior Project” means the construction and equipping of a parking garage facility.

“Project” means (a) the Prior Project, and (b) the construction and equipping of roads, water, sewer and related infrastructure of the City, such infrastructure to be located generally and bound by the Savannah River to the south, Georgia Avenue to the east, the brick ponds to the north and the Hammond’s Ferry subdivision to the west, and those portions of Center Street and Railroad Avenue adjacent to such parcels, as applicable.

“Real Property” means all those certain pieces, parcels or tracts of land as described on Exhibit A hereto, including the existing improvements thereon as of the date hereof.

“State” shall mean the State of South Carolina.

“Trustee” means a financial institution that shall act as trustee in connection with the consummation of the Financing Documents, such institution to be selected by a City Representative; provided that the Financing Documents may provide that so long as the Bank is the sole owner of the Bond, the Bond Agreement will function as a loan agreement between the Bank, for its own account and not as a bond trustee, and the Corporation and, if the Bond Agreement provides for the role of a Trustee, then, except as otherwise provided in the Bond Agreement, (a) the Bank shall succeed to all of the rights and obligations of the Trustee thereunder and (b) all references therein to the Trustee shall be deemed to be references to the Bank.

Section 2. Findings and Determinations.

The City Council hereby finds and determines:

(a) The City is a body politic and corporate of the State and as such possesses all general powers granted to municipalities of the State.

(b) Under South Carolina law, the City is authorized to sell, lease or dispose of personal and/or real or mixed property.

(c) The City Council enacted the Prior Ordinance to provide for the authorization of the Prior Project, the entering into of the Prior Interim Financing and the approval of the issuance by the Corporation of the Prior Interim Bond. The provisions of the Prior Ordinance allowed for the extension of the Prior Interim Financing subject to the approval of the Bank. This Ordinance is being enacted for the purposes of: (i) providing for the refinancing of the Prior Interim Financing and providing funds to payoff the Prior Interim Bond; (ii) expanding the original scope of the Prior Project by increasing the par amount of the original authorization contained within the Prior Ordinance by \$3,000,000 and expanding the scope of the Prior Project to include the construction and equipping of roads, water, sewer and related infrastructure of the City; (iii) authorizing the entering into and execution of the Financing Documents; (iv) authorizing the consummation of the Interim Financing and the approval of the issuance and delivery by the Corporation of the Interim Bond; and (v) amending and restating the Prior Ordinance.

(d) The Financing of the Project will be effected through an installment purchase transaction pursuant to which the City will enter into the Base Lease and the Installment Purchase Agreement; provided that it is understood that the installment purchase transaction initially will be structured as the Interim Financing and that the maturity of such Interim Financing will be approximately one year from the closing thereof, subject to a one year extension as determined by the Bank in its sole discretion, and that the Permanent Financing will occur on or before the maturity of the Interim Financing, all as more fully contemplated in the Financing Documents.

(e) Pursuant to the provisions of the Base Lease, the City will lease the Real Property to the Corporation in consideration of (i) the issuance by the Corporation of the Bond pursuant to the provisions of the Bond Agreement, and (ii) the payment of Base Lease Rent (as defined in the Base Lease) to the City. The Bond will be paid by the Corporation from the receipts of certain payments (the "*Installment Payments*") made by the City to the Corporation under the provisions of the Installment Purchase Agreement. Pursuant to the provisions of the Installment Purchase Agreement, the City will agree to purchase from the Corporation the Facilities (as defined in the Installment Purchase Agreement) by making the Installment Payments. Notwithstanding the foregoing, the Financing Documents will provide that the refunding or refinancing of the Interim Bond with the Permanent Bond will be permitted and, when consummated, will not constitute one or more Installment Payments, but rather, in such case, the Installment Payments will be provided for in the definitive documents relating to the issuance of the Permanent Bond.

(f) The proceeds of the Bond will be used (i) to defray all or a portion of the costs of the financing or refinancing of the Project (or, in the case of the Permanent Bond, to refund the Interim Bond), and (ii) to pay the costs of issuance of the Bond.

(g) It is understood that the Interim Bond evidencing the Interim Financing shall be purchased initially by the Bank.

(h) The rights to receive Installment Payments, together with all rights, but not obligations of the Corporation under the Base Lease and the Installment Purchase

Agreement, shall be assigned by the Corporation to the Trustee, or the Bank, as applicable, under the Bond Agreement as security and a source of payment for the Bond. In addition, the revenues generated by the Project shall be assigned by the Corporation and the City to the Trustee, or the Bank, as applicable, under the Bond Agreement as security and a source of payment for the Bond. It is also understood that the Interim Bond evidencing the Interim Financing will be secured in part by a covenant of the Corporation to consummate the Permanent Financing described herein through the issuance of the Permanent Bond on or prior to the maturity of the Interim Bond and the proceeds of the Permanent Bond will be used, among other purposes, to refund the Interim Bond.

(i) As previously discussed, in order to finance or refinance all or a portion of the costs of the Project, the City Council has determined that it is necessary and in the best interest of the City to enter into the Financing authorized by this Ordinance with the Corporation. The Financing will serve a proper public and corporate purpose of the City.

(j) It is understood that the Permanent Financing shall be subject to approval of a separate ordinance of the City to be enacted by City Council prior to the consummation of such Permanent Financing.

Section 3. Authorization for the Project; Pledge of Revenues.

The Project is hereby approved. The City Representative or such other appropriate officers and agents of the City are empowered and directed to negotiate, execute and deliver contracts, agreements, certificates and conveyances necessary or convenient to accomplish the Project and pledge the revenues therefrom as security for payment of the Bond, including, without limitation, the Financing Documents. In connection with the consummation of the Interim Financing, the City is authorized to pay or is authorized to cause the Corporation to pay to the Bank all accrued interest and any unused fees with respect to the Prior Interim Bond, such payment of accrued interest and any unused fees to be paid to the Bank at or prior to the closing of the Interim Financing.

Section 4. Approval of Corporation and Issuance of Bond.

The City hereby ratifies the formation of the Corporation, the appointment of the Corporation's initial Board of Directors and the issuance by the Corporation of the Bond. The City also acknowledges that, in accordance with the provisions of the Installment Purchase Agreement, the City will acquire absolute title to the Facilities upon payment of all amounts due under the Installment Purchase Agreement; *provided, however*, that the City does not hereby waive its right to terminate the Installment Purchase Agreement prior to such payment in accordance with the provisions of the Installment Purchase Agreement.

Section 5. Delegation of City Representative to Approve Base Lease, Installment Purchase Agreement, and Bond Agreement.

The City Council hereby approves the City Representative to negotiate, make such determinations as may be necessary, and finalize the Base Lease. The Mayor or the City

Administrator is hereby authorized, empowered and directed to execute, acknowledge and deliver, and the City Clerk is hereby authorized, empowered and directed to attest, the Base Lease in the name and on behalf of the City, and thereupon to cause the Base Lease to be delivered to the Corporation and to cause the Base Lease (or memorandum thereof) to be recorded in the office of the Register of Deeds for Aiken County, South Carolina. Any amendment to the Base Lease shall be executed in the same manner.

The City Council hereby approves the City Representative to negotiate, make such determinations as may be necessary, and finalize the Installment Purchase Agreement. The Mayor or the City Administrator is hereby authorized, empowered and directed to execute, acknowledge and deliver, and the City Clerk is hereby authorized, empowered and directed to attest, the Installment Purchase Agreement in the name and on behalf of the City, and thereupon to cause the Installment Purchase Agreement to be delivered to the Corporation and to cause the Installment Purchase Agreement (or memorandum thereof) to be recorded in the office of the Register of Deeds for Aiken County, South Carolina. Any amendment to the Installment Purchase Agreement shall be executed in the same manner.

The City is not a party to the Bond Agreement, but the City acknowledges that the Bond Agreement is an integral part of the documents related to the Financing. A City Representative is hereby authorized to provide for the review and approval of the form of the Bond Agreement with such additions, deletions, amendments and changes as may be deemed necessary by the parties thereto and approved by the City Representative prior to the consummation of the Financing.

Section 6. Execution of Documents.

The Mayor and the City Administrator, or either one of them acting alone, and the City Clerk are fully empowered and authorized to take such further actions and to execute and deliver such additional documents as may be deemed necessary or desirable in order to effectuate the execution and delivery of the Base Lease and the Installment Purchase Agreement in accordance with the terms and conditions therein set forth, and the transactions contemplated hereby and thereby, and the action of such officers in executing and delivering any of such documents, in such form as the Mayor and the City Administrator shall approve, is hereby fully authorized. The City Council hereby retains the law firm of Pope Flynn, LLC as bond counsel with respect to the transactions authorized by this Ordinance.

Section 7. Severability.

If any section, phrase, sentence, or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

Section 8. Amendment and Restatement; Repeal of Inconsistent Ordinances and Resolutions.

This Ordinance amends and restates the Prior Ordinance. All ordinances and resolutions of the City, and any part of any ordinance or resolution, inconsistent with this Ordinance are hereby repealed to the extent of such inconsistency.

Section 9. Effective Date.

This Ordinance shall be effective upon its enactment by the City Council.

**DONE, RATIFIED AND ENACTED BY THE MAYOR AND CITY COUNCIL
OF THE CITY OF NORTH AUGUSTA, SOUTH CAROLINA IN MEETING DULY
ASSEMBLED ON THIS 4TH DAY OF JANUARY, 2016.**

(SEAL)

Lark W. Jones, Mayor

ATTEST:

Donna B. Young, City Clerk

First Reading: December 21, 2015
Second Reading: December 21, 2015
Public Hearing: January 4, 2016
Third Reading: January 4, 2016

EXHIBIT A

Description of the Real Property

ALL THAT LOT, TRACT OR PARCEL OF LAND, WITH ANY IMPROVEMENTS THEREON, SITUATE, LYING AND BEING IN THE CITY OF NORTH AUGUSTA, AIKEN COUNTY, SOUTH CAROLINA, HAVING THE FOLLOWING METES AND BOUNDS, TO WIT:

COMMENCING AT THE SOUTHEAST INTERSECTION OF BLUFF AVENUE AND WEST AVENUE AT A PK NAIL FOUND BEING THE POINT OF COMMENCEMENT; THENCE SOUTH 19 DEGREES 27 MINUTES 31 SECONDS WEST ($s19^{\circ}27'31''W$), A DISTANCE OF 185.93 FEET TO A #4 REBAR SET BEING THE **POINT OF BEGINNING**; THENCE SOUTH 70 DEGREES 18 MINUTES 41 SECONDS EAST ($S70^{\circ}18'41''E$), A DISTANCE OF 324.42 FEET TO A #4 REBAR SET; THENCE SOUTH 17 DEGREES 04 MINUTES 52 SECONDS WEST ($S17^{\circ}04'52''W$), A DISTANCE OF 194.71 FEET TO A #4 REBAR FOUND; THENCE NORTH 72 DEGREES 55 MINUTES 08 SECONDS WEST ($N72^{\circ}55'08''W$), A DISTANCE OF 18.43 FEET TO A #4 REBAR FOUND; THENCE ALONG A CURVE HAVING A RADIUS OF 118.00 FEET AND AN ARC LENGTH OF 78.37 FEET, WITH A CHORD BEARING OF SOUTH 88 DEGREES 03 MINUTES 18 SECONDS WEST ($S88^{\circ}03'18''W$) AND A CHORD DISTANCE OF 76.94 FEET TO #4 REBAR SET; THENCE NORTH 67 DEGREES 48 MINUTES 09 SECONDS WEST ($N67^{\circ}48'09''W$), A DISTANCE OF 42.59 FEET TO A #4 REBAR FOUND; THENCE NORTH 19 DEGREES 25 MINUTES 18 SECONDS EAST ($N19^{\circ}25'18''E$), A DISTANCE OF 24.57 FEET TO A #4 REBAR SET; THENCE NORTH 70 DEGREES 19 MINUTES 10 SECONDS WEST ($N70^{\circ}19'10''W$), A DISTANCE OF 199.89 FEET TO A #4 REBAR SET; THENCE NORTH 19 DEGREES 27 MINUTES 31 SECONDS EAST ($N19^{\circ}27'31''E$), A DISTANCE OF 28.39 FEET TO A #4 REBAR SET; THENCE SOUTH 70 DEGREES 12 MINUTES 34 SECONDS EAST ($S70^{\circ}12'34''E$), A DISTANCE OF 5.00 FEET TO A #4 REBAR SET; THENCE NORTH 19 DEGREES 27 MINUTES 31 SECONDS EAST ($N19^{\circ}27'31''E$), A DISTANCE OF 77.21 FEET TO A #4 REBAR SET; THENCE NORTH 70 DEGREES 12 MINUTES 34 SECONDS WEST ($N70^{\circ}12'34''W$), A DISTANCE OF 5.00 FEET TO A #4 REBAR SET; THENCE NORTH 19 DEGREES 27 MINUTES 31 SECONDS EAST ($N19^{\circ}27'31''E$), A DISTANCE OF 91.71 FEET TO A #4 REBAR SET BEING THE **POINT OF BEGINNING** CONTAINING 1.51 ACRES.

STATE OF SOUTH CAROLINA)
)
COUNTY OF AIKEN)

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

The foregoing constitutes a true, correct and verbatim copy of an ordinance (the “*Ordinance*”) enacted on January 4, 2016 by the City Council of the City of North Augusta (the “*City Council*”), the governing body of the City, which was given three readings on three separate days, with an interval of not less than seven days between the second and third readings. The original of the Ordinance is duly entered in the permanent records of minutes of meetings of the City Council, in my custody as such City Clerk.

Said meetings were duly called, and all members of the City Council were notified of the same; that a quorum of the membership attended and remained throughout the proceedings incident to the enactment of the Ordinance.

As required by Chapter 4, Title 30 of the Code of Laws of South Carolina 1976, as amended, a notice of the meeting (including the date, time, and place thereof, as well as an agenda) was posted prominently in the offices of the City at least twenty-four hours prior to said meetings. In addition, the local news media and all persons requesting notification of meetings of the City Council were notified of the time, date, and place of such meetings, and were provided with a copy of the agendas therefor at least twenty-four hours in advance of such meetings.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the official seal of the City, this ____ day of January, 2016.

(SEAL)

City Clerk
City of North Augusta, South Carolina

First Reading: December 21, 2015
Second Reading: December 21, 2015
Public Hearing: January 4, 2016
Third Reading: January 4, 2016

ATTACHMENT 7

RESOLUTION NO. 2015-29

A RESOLUTION AUTHORIZING THE CITY TO ENTER INTO A CONTRACT WITH THE AIKEN COUNTY PUBLIC DEFENDER'S OFFICE FOR THE PROVISION OF REPRESENTATION OF INDIGENT DEFENDANTS IN THE MUNICIPAL COURT FOR THE CITY OF NORTH AUGUSTA

WHEREAS, currently 10.56% of every fine levied in the Municipal Court for the City of North Augusta is paid to the State for contribution to the Office of Indigent Defense; and,

WHEREAS, the citizen's of North Augusta who pay County Property Taxes also provide additional funding for the Public Defender's Office through the payment of such taxes; and,

WHEREAS, the South Carolina State Legislature has apparently made a determination that Municipal tax payers should be required to pay for the defense of indigents an amount in excess of that required to be paid by tax payers in the unincorporated areas of the State; and,

WHEREAS, as a result thereof, the South Carolina Legislature, as part of the budget process, placed a proviso within the budget that directed that the Public Defender's Offices could not provide representation to indigent defendants in the Municipal Courts of this State unless the City where the Municipal Court is held, enters into a contract for services with the Public Defender's Office; and,

WHEREAS, such requirement does not apply to Magistrate's Courts throughout the State, where the Public Defender's Office provides services for indigent defendants; and,

WHEREAS, in order for the Municipal Court for the City of North Augusta to operate properly and provide for indigent defense, the City is required to enter into an agreement with the Aiken County Public Defender's Office; and,

WHEREAS the City has worked with the Aiken County Public Defender's Office and negotiated a contract for the provision of the services; and,

WHEREAS, the Council believes that the contract negotiated is the best available at the present time; and,

WHEREAS the City Council is hopeful that the General Assembly will realize the inequity of the burden being placed upon the Municipal tax payers by the proviso and rescind same; and,

WHEREAS the City Council has determined that a six (6) month contract would be appropriate to allow for the General Assembly to meet and remedy this matter.

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

BE IT FURTHER RESOLVED that the funding source for the cost related to this contract shall be the Contingency Fund.

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

DONE, RATIFIED AND ADOPTED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH AUGUSTA, SOUTH CAROLINA, ON THIS THE ____ DAY OF DECEMBER, 2015.

Lark W. Jones, Mayor

ATTEST:

Donna B. Young, City Clerk

AGREEMENT FOR SERVICES

This Agreement, is entered into as of the 1st day of January, 2016, between the CITY OF NORTH AUGUSTA (the "City") and the PUBLIC DEFENDER OF THE SECOND JUDICIAL CIRCUIT (the "Public Defender"), and those parties hereby agree to the following terms in consideration of the mutual benefits and promises to each party set forth hereinafter.

1. TERM OF AGREEMENT

The initial term of this Agreement shall commence on January 1, 2016 and shall expire on June 30, 2016, unless the parties mutually agree in writing to an extension of the term of this Agreement.

2. DELIVERY OF SERVICES

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

3. BILLING AND PAYMENT

The Public Defender shall provide the City an itemized invoice City after the end of each calendar month at the rate of \$400.00 for each defendant appointed to be represented by the Public Defender by the Aiken County Bond Court during that month. The City shall remit payment on the invoice within 20 days of receipt of the invoice. Prior to the date the first monthly invoice is issued, the Public Defender, the City and the Aiken County Finance Director shall agree on how the payee will be listed on the City's payments for these services and to what address they will be sent or delivered. The Public Defender and City will work cooperatively to resolve any billing or payment issues.

4. COORDINATION OF SERVICES

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

Name: _____
Title: _____

Phone: _____
Email: _____.

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

Name: _____
Title: _____
Phone: _____
Email: _____.

5. **INSURANCE**

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

6. **AMENDMENTS**

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

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

Public Defender of the Second Judicial Circuit

North Augusta, South Carolina

BY: _____

BY: _____

TITLE: _____

TITLE: _____

ATTEST: _____

TITLE: _____

ATTACHMENT 8

RESOLUTION NO. 2015-30
A RESOLUTION AUTHORIZING THE CITY TO PAY ALPHA BORING COMPANY,
INC. ADDITIONAL FUNDS FOR THE COMPLETION OF THE
GREENEWAY CULVERT SLIP-LINING PROJECT.

WHEREAS, the City of North Augusta, by Resolution No. 2015-16 entered into a contract with Alpha Boring Co., Inc. to provide services related to a culvert used for storm water drainage under a portion of the Greeneway; and,

WHEREAS, at the regular meeting of Council on June 1, 2015, such contract with Alpha Boring Co., Inc. was approved by Council and required payment to Alpha Boring Co., Inc. in the amount of \$164,777.00; and,

WHEREAS, during the project being performed by Alpha Boring Co., Inc, there was a failure in the culvert which necessitated substantial additional work by the company to remedy and successfully complete the project; and,

WHEREAS, the company has advised the City that their additional costs related to this failure were minimum of \$69,245.76 with a potential total cost of \$93,000.00; and,

WHEREAS some controversy exists relative to the cause of the failure and the responsibility for same; and,

WHEREAS, the City and Alpha Boring Co., Inc. have negotiated a resolution calling for the City to pay \$34,622.88 to Alpha Boring Co., Inc. as full and final resolution of all sums owed relative to this contract; and,

WHEREAS the City Council for the City of North Augusta has determined that the settlement, as proposed, is fair and equitable and in the best interest of the City.

NOW THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of North Augusta, South Carolina that the City authorizes payment to Alpha Boring Co., Inc. in an additional sum of \$34,622.88 over and above the funds previously authorized by resolution 2015-16 adopted by Council on June 1, 2015.

BE IT FURTHER RESOLVED that the funding source for these funds shall be the Storm Water Utility Fund

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

DONE, RATIFIED AND ADOPTED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH AUGUSTA, SOUTH CAROLINA, ON THIS THE ____ DAY OF DECEMBER, 2015

Lark W. Jones, Mayor

ATTEST:

Donna B. Young, City Clerk

ORDINANCE NO. 2015-25
AN ORDINANCE AUTHORIZING AND IMPLEMENTING THE NAME CHANGE FOR
THE DEPARTMENT OF RECREATION AND PARKS
TO THE DEPARTMENT OF PARKS, RECREATION, AND TOURISM BY
AMENDING ARTICLE X OF THE CODE OF ORDINANCES FOR THE CITY OF
NORTH AUGUSTA, SECTION 2-230 – 2-236

WHEREAS, the responsibilities of the Department of Recreation and Parks, over a period of time, have evolved resulting in the Department having additional responsibilities and duties beyond those that existed when the Department was initially created; and,

WHEREAS, in addition to responsibilities related to recreation, the Department now is also involved in matters involving tourism; and,

WHEREAS, Council has determined that it would be more appropriate and an accurate description to change the name of the Department to Department of Parks, Recreation, and Tourism; and,

WHEREAS, within the same article there now exists the North Augusta Recreation and Parks Advisory Commission; and,

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

WHEREAS, no changes are necessary other than the actual titles as outlined above.

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

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

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

Sec. 2-230.

There shall be an officer of the city known as the director of parks, recreation, & tourism, who shall be appointed by the mayor, upon recommendation of the city administrator.

Sec. 2-231.

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

Sec. 2-232.

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

Sec. 2-233.

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

- (1) Supervise recreation areas. Supervise the recreational use of playgrounds, play fields, recreation centers, aquatic facilities, ball diamonds, and such other recreation areas and facilities as may be made available to carry out the city's recreation program.
- (2) Conduct community activity. Conduct and supervise any form of recreational, cultural, or social activity that will employ the leisure time of the citizens in a wholesome and constructive manner.

Sec. 2-234.

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

Sec. 2-235.

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

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

Sec. 2-236.

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

- IV. All Ordinances or parts of Ordinances in conflict herewith or, to the extent of such conflict, hereby repealed.
- V. This Ordinance shall become effective immediately upon its adoption on third 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 JANUARY, 2016.

First Reading: _____

Second Reading: _____

Third Reading: _____

Lark W. Jones, Mayor

ATTEST:

Donna B. Young, City Clerk

