



CITY COUNCIL

REGULAR AGENDA

OF

MARCH 21, 2016



CITY OF NORTH AUGUSTA

AGENDA: REGULAR CITY COUNCIL MEETING

March 21, 2016 – 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:
3. ROLL CALL:
4. APPROVAL OF MINUTES: Regular and Study Session Minutes of March 7, 2016
5. PERSONNEL: Claude Edwards, Retirement – Recognition of Service to the City of North Augusta
6. PERSONNEL: City Recognition of Program Coordinator II, John Felak

UNFINISHED BUSINESS

- 7. ZONING: North Augusta Development Code, Proposed Map Amendment (Application RZM 16-001) – Ordinance, Third and Final Reading
8. ZONING: North Augusta Development Code, Proposed Text Amendments (Application RZT 16-001)
A. Remove from Table
B. Ordinance, First Reading
C. Ordinance, Second Reading
9. ZONING: North Augusta Development Code, Proposed Text Amendments (Application RZT 16-003) – Ordinance, Second Reading

NEW BUSINESS

- 10. ECONOMIC DEVELOPMENT: Lower Savannah Council of Governments (LSCOG) Home Consortium FY 2017-2019 – Resolution
11. ECONOMIC DEVELOPMENT: Authorizing the City Administrator to Execute a Contract with Brassfield and Gorrie, LLC Related to the Construction of the Stadium within Project Jackson – Resolution
12. FINANCE: Municipal Improvement District and Improvement Plan – Resolution
13. PARKS, RECREATION, AND TOURISM: Selection of R. W. Allen and Studio 3 as the City’s Design Build Firm for Riverview Park Activities Center Gym Additions – Resolution
14. STREETS AND DRAINS: Wando Woodlands, Phase 3 and 4B, Deed of Dedication for Subdivision Improvements – Resolution
15. PUBLIC SAFETY: Authorization to Purchase Land for Future Fire Station and/or other Public Safety Improvements (Property 1) – Resolution
16. PUBLIC SAFETY: Authorization to Purchase Land for Future Fire Station and/or other Public Safety Improvements (Property 2) – Resolution
17. 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
18. ADJOURNMENT:

Administration Department



TO: Mayor and City Council

FROM: B. Todd Glover, City Administrator

DATE: March 18, 2016

SUBJECT: Agenda for Regular Meeting of March 21, 2016

REGULAR COUNCIL MEETING

ITEM 5. PERSONNEL: Claude Edwards – Recognition of Service to the City of North Augusta

On March 3, 2016, Claude Edwards, Public Safety Officer retired with the City of North Augusta. Claude began his employment with the City of North Augusta on February 20, 1991. Mayor Jones wishes to recognize and honor Claude for his years of service to the City of North Augusta.

ITEM 6. PERSONNEL: City Recognition of Program Coordinator II, John Felak

John Felak, Program Coordinator II with the North Augusta Parks, Recreation, & Tourism Department, was awarded the Event Director of the Year for the 2015 Jack-O-Lantern Jubilee by the South Carolina Festival & Event Association at their annual conference in January at Myrtle Beach. The award recognizes excellence in event management. Those nominated demonstrate leadership, competence, achievement, ethical standards, and a strong commitment for the festival industry. John has been with the department for 5 years and has a talent for being in charge of festivals and special events. John serves as the lead man for the annual Jack-O-Lantern Jubilee, the signature festival for the City of North Augusta. John inherited this community festival in 2011 and has been in the driver's seat as the City of North Augusta and per his City Administrator, Todd Glover, made the decision to Go Big or Go Home. The annual festival has gone from a one day community event that attracted approximately 5,000 to a state and regional festival over 2 days that attracted over 20,000 this year.

Excerpt from John's interview with The Star newspaper: "It was an honor to receive recognition from the association for the success of the Jack-O-Lantern Jubilee. We had a very strong committee that worked very hard to make the festival the most attended, and in our opinion, the best we have ever held. It is an award that belongs to all of us, and helps to propel our efforts for an even better 2016 event. The conference focused on the overall benefits festivals play in a community and our new mantra of tourism emphasizes our effort for North Augusta to share in the success of the Jubilee."

Congratulations to John Felak!

ITEM 7. ZONING: North Augusta Development Code, Proposed Map Amendment (Application RZM 16-001) – Ordinance, Third and Final Reading

An ordinance has been prepared for Council's consideration on third and final reading to amend the Zoning Map of the City of North Augusta, South Carolina by rezoning ±0.51 acres of land owned by Vintson Construction Company and located at 495 Ponce De Leon Avenue, tax parcel number 007-14-17-003, from PD, Planned Development to R-7, Small Lot Single-Family Residential.

Please see the minutes of March 7, 2016 for the ordinance text.

ITEM 8. ZONING: North Augusta Development Code, Proposed Text Amendment (Application RZT 16-001)

A. Remove from Table

This item was tabled at the March 7, 2016. Any Councilmember wishing to remove this item from the table may do so at this time.

B. Ordinance, First Reading

Pending removal from the table, an ordinance has been prepared for Council's consideration on first reading to amend the Development Code of the City of North Augusta, South Carolina by amending Article 3, Zoning Districts, of the North Augusta Development Code.

Please see the minutes of March 7, 2016 for the ordinance text.

C. Ordinance, Second Reading

Pending removal from the table and first reading, an ordinance has been prepared for Council's consideration on second reading to amend the Development Code of the City of North Augusta, South Carolina by amending Article 3, Zoning Districts, of the North Augusta Development Code.

Please see the minutes of March 7, 2016 for the ordinance text.

ITEM 9. ZONING: North Augusta Development Code, Proposed Text Amendment (Application RZT 16-003) – Second Reading

An ordinance has been prepared for Council's consideration on second reading to amend the Development Code of the City of North Augusta, South Carolina by amending Section 3.8.4 entitled "G, Georgia Avenue Overlay District" in Article 3, Zoning Districts, of the North Augusta Development Code.

Please see the minutes of March 7, 2016 for the ordinance text.

ITEM 10. ECONOMIC DEVELOPMENT: Lower Savannah Council of Governments (LSCOG) Home Consortium FY 2017-2019 – Resolution

A resolution has been prepared for Council's consideration establishing and agreeing to participate in the Lower Savannah Regional Home Consortium for FY 2017-2019.

Please see **ATTACHMENT #10** for a Memo from Harold Young, County Administrator for Orangeburg County, and a copy of the proposed resolution.

ITEM 11. ECONOMIC DEVELOPMENT: Authorizing the City Administrator to Execute a Contract with Brassfield and Gorrie, LLC Related to Construction of the Stadium within Project Jackson.

A resolution has been prepared for Council's consideration to authorize the City Administrator to execute a contract with Brassfield and Gorrie, LLC related to the construction of the stadium within Project Jackson.

Please see **ATTACHMENT #11** for a copy of the proposed resolution. *Exhibit A to the resolution will be attached separately to the agenda packet due to the size of the document.*

ITEM 12. FINANCE: **Municipal Improvement District and Improvement Plan – Resolution**

A resolution has been prepared for Council’s consideration describing a Municipal Improvement District and Improvement Plan to be effected pursuant to Title 5, Chapter 37 of the Code of Laws of South Carolina, 1976 as amended, including property within the Municipal Improvement District to be improved, the projected time schedule for the accomplishment of the improvement plan, the estimated cost and the amount of the cost to be derived from assessments, bonds, or other general funds, together with the proposed basis and rates of assessments to be imposed within the Municipal Improvement District; calling and providing notice for a public hearing; and other matters relating thereto.

The Improvement Plan described in this resolution would supersede that improvement plan described in the resolution adopted by Council on October 5, 2015. The proposed public hearing on the superseding Improvement Plan is required by Title 5, Chapter 37 of the Code of Laws of South Carolina 1976, as amended.

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

ITEM 13. PARKS, RECREATION, AND TOURISM: **Selecting R. W. Allen and Studio 3 as the City’s Design Build firm for Riverview Park Activities Center Gym Additions – Resolution**

A resolution has been prepared for Council’s consideration selecting R. W. Allen and Studio 3 as the City’s Design Build Firm for Riverview Park Activities Center Gym Additions.

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

ITEM 14. STREETS & DRAINS: **Wando Woodlands, Phase 3 and 4B, Deed of Dedication for Subdivision Improvements – Resolution**

A resolution has been prepared for Council’s consideration to accept a deed of dedication for the subdivision improvements for Wando Woodlands, Phase 3 and 4B.

Please see [ATTACHMENT #14](#) for a copy of the proposed resolution and supporting documentation.

March 21, 2016

**ITEM 15. PUBLIC SAFETY: **Authorization to Purchase Land for Future
Fire Station and/or other Public Safety
Improvements (Property 1) – Resolution****

A resolution has been prepared for Council's consideration to authorize the purchase of land for future fire station and/or other Public Safety Improvements for property 1.

The resolution will be handed out at the March 21, 2016 Council meeting by Kelly Zier, City Attorney.

**ITEM 16. PUBLIC SAFETY: **Authorization to Purchase Land for Future
Fire Station and/or other Public Safety
Improvements (Property 2) – Resolution****

A resolution has been prepared for Council's consideration to authorize the purchase of land for future fire station and/or other Public Safety Improvements for property 2.

The resolution will be handed out at the March 21, 2016 Council meeting by Kelly Zier, City Attorney.

ATTACHMENT 10

RESOLUTION NO. 2016-07
ESTABLISHING AND AGREEING TO PARTICIPATE IN THE LOWER SAVANNAH
REGIONAL HOME CONSORTIUM

WHEREAS, the Congress of the United States has enacted the Cranston-Gonzales National Affordable Housing Act of 1990 (hereinafter the "Act") which created the HOME Investment Partnerships Program (hereinafter the "HOME" Program) to provide funds to states and local governments for affordable housing assistance with the flexibility to decide what kind of housing assistance or mix of housing assistance is most appropriate for local needs; and

WHEREAS, the City of North Augusta, South Carolina has affordable housing needs; and

WHEREAS, the City of North Augusta, South Carolina desires to increase affordable housing opportunities for its present and future residents, particularly for very low-income persons; and

WHEREAS, the City of North Augusta, South Carolina desires to enter into affordable housing development activities which are directed toward the above general purposes, and for those reasons, wishes to seek such federal funding as may be available to it pursuant to the Act; and

WHEREAS, the City of North Augusta, South Carolina desires to enter into the affordable housing activities and has determined that joint action with other units of local governments that choose to participate in accordance with the "Inter-Governmental Agreement Establishing the Lower Savannah Regional HOME Consortium" the terms of which are incorporated by reference and such relevant HUD regulations and requirements as may now or hereafter be in effect would benefit the City of North Augusta, South Carolina; and

BE IT FUTHER RESOLVED that City Administrator, Todd Glover, of the City of North Augusta, South Carolina is hereby authorized to sign the "Inter-Governmental Agreement Establishing the Lower Savannah Regional HOME Consortium FY 2017-2019 on behalf of the City of North Augusta, South Carolina as well as other documents necessary to form the Consortium and to carry out and fulfill its purposes for FY 2017-2019.

DONE, RATIFIED AND ADOPTED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH AUGUSTA, SOUTH CAROLINA, ON THIS _____ DAY OF _____, 2016.

Lark W. Jones, Mayor

ATTEST:

Donna B. Young, City Clerk



TO: Municipalities in the Lower Savannah COG Region
FROM: Harold Young, County Administrator
Orangeburg County – Lead Agency, Lower Savannah Regional Housing Consortium
RE: Regional HOME Consortium Membership
DATE: January 27, 2016

The Orangeburg County HOME Consortium a/k/a the Lower Savannah Regional Housing Consortium (LSRHC, or Consortium) was established in 2011 for the purpose of receiving HOME Investment Partnerships Program funds from HUD. A HOME Consortium consists of contiguous units of local governments that separately may not qualify to receive HOME funds. Local governments can join together to form a consortium for the purpose of receiving and administering the HOME Program as a single Participating Jurisdiction (PJ). Orangeburg County is currently acting as the lead entity PJ. Lower Savannah Council of Governments is administering the regional consortium. Funding allocations are determined annually by HUD based on a population based formula. Typically there is a 25% local match. However, the Lower Savannah region has an overall poverty rate that has resulted in a match waiver for all the years of the Consortium's existence (2011-present). While there are no assurances, we anticipate that the match will continue to be waived unless there are significant changes in federal legislation or the region's poverty rates.

The Consortium's mission is to provide safe, decent and affordable housing opportunities for citizens in the consortium region. **The Consortium region currently consists of all six counties in the Lower Savannah COG region: Aiken, Allendale, Bamberg, Barnwell, Calhoun and Orangeburg Counties, as well as the following municipalities: New Ellenton, North Augusta, Perry, Allendale, Fairfax, Ulmer, Williston, Bamberg, Denmark, Ehrhardt, Blackville, Snelling, Neeses, Cameron, Santee, and Orangeburg.** The program funds are used to support activities that benefit persons at 80% or below median income with their affordable housing needs as well as to promote partnerships among HUD and other federal entities, state/local governments, and those in the nonprofit sectors who build, own, manage, finance and support low income housing initiatives. In keeping with the HOME mission, Orangeburg County will continue to ensure that HOME funds are distributed in a manner that is reasonably equitable for the entire Consortium region. The LSRHC has a technical review committee and a policy board to ensure fair and equitable distribution of funds.

Every three years the Consortium must recertify its status with HUD for a three-year period. It is only immediately prior to this three-year cycle that non-participating jurisdictions are allowed to join the Consortium. The Consortium would like to extend an invitation to all non-participating municipalities to join the Lower Savannah Regional Housing Consortium. If your municipality is not listed in the above paragraph, you are not currently a Consortium member.

Current Consortium members must recertify by resolution that they intend to participate in the Consortium for the next three years (2017-2019). A resolution that states the intent to remain a Consortium member is required by May 1, 2016. A sample resolution is attached. Current members who do *not* intend to continue participation in the Consortium must submit written notification to the lead entity declaring so.

Incoming municipalities must notify Orangeburg County, lead entity, of their intent to participate in the Consortium for the next three years (2017-2019). A resolution that states the municipality's intent to join as a new member is required by May 1, 2016. A sample resolution is attached.

Included with this memorandum is a summary of Consortium accomplishments to date and a description of the current programs. If you are not a member, we strongly encourage you to join the Consortium to make a change in your community. Joining the Consortium means that affordable housing projects can be opened up to areas in your municipality's jurisdiction. There is no local match for the program as of the current fiscal year, and we do not anticipate a match requirement in the upcoming three-year cycle.

If you have any questions concerning the consortium please contact Jennifer Tinsley at (803) 649-7981, Nora Sanders at (803) 649-7981, or Harold Young, Technical Review Board Chairperson and Orangeburg County Administrator at (803) 533-6100.

ATTACHMENT 11

RESOLUTION NO. 2016-08
A RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO
EXECUTE A CONTRACT WITH BRASSFIELD AND GORRIE, LLC RELATED
TO CONSTRUCTION OF THE STADIUM WITHIN PROJECT JACKSON

WHEREAS, by Resolution No. 2015-01, the Mayor and City Council authorized the City Administrator to negotiate a contract with Brassfield and Gorrie, LLC for construction of the stadium in Project Jackson; and

WHEREAS, the Mayor and City Council further directed that such negotiated contract be presented to Mayor and City Council for its review; and

WHEREAS, the City Administrator has performed in accordance with the previous directions from Mayor and City Council and has provided the proposed contract for review; and

WHEREAS, the Mayor and City Council have reviewed the proposed contract and find that such contract is satisfactory and that it is appropriate and in the best interest of the City that the City move forward with the execution and entering into of said contract.

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 City Administrator is authorized to execute the contract with Brassfield and Gorrie, LLC as general contractor for the construction of the stadium within Project Jackson. Such contract being attached hereto marked Exhibit A and incorporated by reference.

DONE, RATIFIED AND ADOPTED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH AUGUSTA, SOUTH CAROLINA, ON THIS _____ DAY OF MARCH, 2016.

Lark W. Jones, Mayor

ATTEST:

Donna B. Young, City Clerk

EXHIBIT A

TO RESOLUTION NO. 2016-08

RESOLUTION NO. 2016-09

DESCRIBING A MUNICIPAL IMPROVEMENT DISTRICT AND IMPROVEMENT PLAN TO BE EFFECTED PURSUANT TO TITLE 5, CHAPTER 37 OF THE CODE OF LAWS OF SOUTH CAROLINA 1976, AS AMENDED, INCLUDING PROPERTY WITHIN THE MUNICIPAL IMPROVEMENT DISTRICT TO BE IMPROVED, THE PROJECTED TIME SCHEDULE FOR THE ACCOMPLISHMENT OF THE IMPROVEMENT PLAN, THE ESTIMATED COST AND THE AMOUNT OF THE COST TO BE DERIVED FROM ASSESSMENTS, BONDS, OR OTHER GENERAL FUNDS, TOGETHER WITH THE PROPOSED BASIS AND RATES OF ASSESSMENTS TO BE IMPOSED WITHIN THE MUNICIPAL IMPROVEMENT DISTRICT; CALLING AND PROVIDING NOTICE FOR A PUBLIC HEARING; AND OTHER MATTERS RELATING THERETO.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF NORTH AUGUSTA, SOUTH CAROLINA, AS FOLLOWS:

Section 1. Findings.

The City Council ("City Council") of the City of North Augusta, South Carolina (the "City"), hereby finds and determines:

(a) The City is an incorporated municipality located in Aiken County, and as such possesses all powers granted to municipalities by the Constitution and general laws of the State of South Carolina.

(b) Pursuant to Title 5, Chapter 37, Code of Laws of South Carolina, 1976, as amended (the "Act"), governing bodies of the municipalities of the State of South Carolina (the "State") are authorized to acquire, own, construct, establish, install, enlarge, improve, expand, operate, maintain and repair, and sell, lease and otherwise dispose of any improvement and to finance such acquisition, construction, establishment, installation, enlargement, improvement, expansion, operation, maintenance and repair, in whole or in part, by the imposition of assessments in accordance with the Act, by special district bonds, by general obligation bonds of the municipality, by revenue bonds of the municipality, or from general revenues from any source not restricted from such use by law, or by any combination of such funding sources.

(c) The City is now minded to establish an improvement district pursuant to the Act, to be known as the "Ballpark Village Municipal Improvement District" in order to provide moneys through assessments to fund improvements within the Ballpark Village Municipal Improvement District.

Section 2. Improvement Plan.

Pursuant to Section 5-37-50 of the Act, the City may adopt a resolution describing a municipal improvement district and improvement plan, including property within the municipal improvement district to be improved, the projected time schedule for the accomplishment of the improvement plan, the estimated cost and the amount of the cost to be derived from assessments, bonds, or other general funds, together with the proposed basis and rates of assessments to be imposed within the improvement district. This Resolution is being adopted pursuant to Section 5-37-50 of the Act and each of the informational requirements of that Section is addressed and provided in the improvement plan attached as Exhibit A hereto and incorporated herein (the "Improvement Plan"). The Improvement Plan supersedes that improvement plan associated with the resolution adopted October 5, 2015 by City Council.

Section 3. Public Hearing.

Pursuant to Section 5-37-50 of the Act, the City hereby calls a public hearing on the question of the establishment of the Ballpark Village Municipal Improvement District, 100 Georgia Avenue, North Augusta, South Carolina 29841, to be held on April 18, 2016, at the City Council Chambers of the City of North Augusta at 7:00 p.m.

Section 4. Publication of Resolution and Notice of Public Hearing.

Pursuant to Section 5-37-60 of the Act, the City Clerk shall cause this Resolution to be published once a week for two successive weeks in a newspaper of general circulation within the

City and the final publication shall be at least ten days prior to the date of the scheduled public hearing.

RESOLVED IN MEETING DULY ASSEMBLED at North Augusta, South Carolina this 21st day of March, 2016.

**CITY OF NORTH AUGUSTA, SOUTH
CAROLINA**

(SEAL)

By: _____
Lark W. Jones, Mayor

Attest:

Donna B. Young, Municipal Clerk

EXHIBIT A

IMPROVEMENT PLAN

BALLPARK VILLAGE MUNICIPAL IMPROVEMENT DISTRICT

Overview and Purpose

Pursuant to the Municipal Improvements Act of 1999 (S. C. Code Section 5-37-10, et seq. and as amended from time to time, the “Act”), the City of North Augusta, South Carolina (the “City”) is authorized to designate an area within the City within which an improvement plan is to be accomplished. The Act defines an “Improvement Plan” as an overall plan by which the governing body of the City proposes to effect public improvements within a designated area to preserve property values, prevent deterioration of urban areas, and preserve the tax base of the municipality, and includes an overall plan by which the governing body proposes to effect public improvements within an improvement district in order to encourage and promote private or public development within the improvement district. This document is written to meet the Act’s requirements for an Improvement Plan, as defined therein.

As further described below, this Improvement Plan specifies the City’s intentions to undertake the public improvements specified below and to engage in the financing of the same. Through the execution of this Improvement Plan the City intends to provide a special benefit to parcels of real property in the Improvement District (as defined herein), to increase property values within the Improvement District, to encourage and promote private and public development by future owners or other interested parties, and to improve the tax base of the City.

Description of the Improvement District

The real property included within the Ballpark Village Municipal Improvement District (the “Improvement District”) is located in the City within a Redevelopment Project Area established by Ordinance 96-10, as amended, pursuant to Title 31, Chapter 6 of the Code of Laws of South Carolina 1976, as amended (the “TIF District”). The Improvement District is generally bound by the Savannah River to the south, Georgia Avenue to the east, the brick ponds to the north and Hammond’s Ferry subdivision to the west, including, but not limited to, the parcels of real property as described in Table A below, and those portions of Center Street and Railroad Avenue adjacent to such parcels, as applicable. More particularly, the Improvement District includes the real property indicated in Table A below.

Table A
Improvement District

Parcels	Owner	Description	Acres
007-17-02-001, 007-17-02-002, 007-17-02-004	North Augusta Riverfront Co., LLC	Portions of each aggregate to total acreage.	29.24
007-18-05-001, 007-13-01-007, 007-17-01-001, 007-13-10-002, N/A	City of North Augusta	Portions of each and certain right of way aggregate to total acreage.	6.03
N/A	South Carolina Department of Transportation	Portion; alongside Georgia Avenue	0.14
		Total	35.41

* Note: The Improvement District includes real property consisting of those portions of Center Street and Railroad Avenue adjacent to such parcels, as applicable.

The property encompassed by the Improvement District is shown on that preliminary subdivision plat conditionally approved by the City's Planning Commission on March 3, 2016, and is available at the offices of the Municipal Clerk.

Description and Estimated Costs of the Improvements

The public improvements, and the estimated cost of each, to be implemented through this Improvement Plan are listed in Table B below (independently, each an "Improvement" and collectively, the "Improvements"). All of the Improvements will be located within the Improvement District.

Table B
Improvements and Estimated Costs

Improvement	Estimated Cost
Baseball stadium	\$36,000,000
Parking facilities	\$16,000,000
Conference center	\$5,500,000
Infrastructure	\$3,500,000
Total	\$61,000,000

As indicated above, the City intends to provide a special benefit to parcels of real property in the Improvement District through the delivery of the Improvements. Each of the public

improvements indicated in Table B above constitutes an “improvement” within the meaning of the Act.

As shown in the table above, the total estimated cost of the Improvements, excluding inflation, equals \$61,000,000. The costs shown in Table B are estimates only. As such, the actual costs are likely to vary from these estimates. The estimated costs shown in Table B do not limit the amount that may be spent on the distinct Improvements or the total that may be spent in the aggregate on the Improvements.

Proceeds from borrowings described in this Improvement Plan (see below) and authorized by the Act may be spent on any component of the Improvements.

Other public improvements not contemplated by this Improvement Plan may be constructed within the Improvement District.

Time Schedule for the Accomplishment of the Improvement Plan

The Improvements contemplated within this Improvement Plan are expected to be accomplished on or before December 31, 2017.

Sources of Funds

The City estimates that the sources and amounts required to construct the Improvements will be as shown in Table C below.

Table C
Estimated Sources of Funds

Source of Funds	Estimated Amount of Project Cost
Special assessments and TIF District revenues from within the Improvement District	\$ 26,000,000
City and private contributions, including: Private contributions, TIF District revenues from outside the Improvement District, accommodations tax revenues, parking revenues and other revenues	<u>\$ 35,000,000</u>
Total	\$ 61,000,000

The amounts shown in Table C above represent an estimate of contributions to fund the estimated actual costs of the Improvements, excluding debt service on City borrowings that are anticipated to finance the Improvements and administrative expenditures related to the Improvement District. As noted in Table C above, the City estimates that approximately \$26,000,000 of the total costs of the Improvements (excluding debt service costs), specific Improvements to be determined, will be provided by special assessments (see below for more information on the special assessments) and TIF District revenues from real property within the Improvement District. As noted in Table C above, the City anticipates that approximately \$35,000,000 of the costs of the Improvements (excluding debt service costs) will be funded from City contributions and private contributions. The City’s total contribution towards the Improvements may increase, depending on the quantity of the City revenues from various sources, which could lead to a decrease in the costs to be funded by the special assessments.

The potential revenues from the special assessments, which will be utilized to repay the expected City borrowings, will be limited by the amount of the special assessment lien to be placed on the properties in the Improvement District, as prescribed by a future ordinance of City Council.

The details of all City borrowings and the authorization therefor shall be prescribed by one or more separate ordinances of the City Council.

Repayment of Expected Borrowings

Pursuant to the Act, special assessments (the "Assessments") will be imposed on parcels of the real property in the Improvement District, as further explained below. On an annual basis, a portion of the total Assessment on a parcel will be billed to the parcel, net of the TIF District revenues generated by the parcel. Assessment revenues will be utilized alongside other sources of revenue to pay the debt service on the expected City borrowings and the administrative costs of the Improvement District.

Basis and Rates of Assessment to be Imposed within the Improvement District

Assessments shall be imposed upon real property in the Improvement District in accordance with the Improvement District documents (including, without limitation, Report on the Reasonable Basis of the Special Assessments, an Assessment Roll and the Rate and Method of Apportionment of Assessments) to the extent such documents are approved by the City as required by law (collectively the "Improvement District Documents"). The Improvement District Documents shall establish the Assessments, the basis of the Assessments and the related special assessment rates, all of which in concert will fairly and equitably allocate the benefits derived from the Improvements to each of the individual parcels within the Improvement District.

The amount of the Assessments to be imposed on each parcel in the District at the City's establishment of Assessments shall reflect the parcel's estimated special benefit from the Improvements, as specified in the Improvement District Documents, and be equal to the estimated TIF District revenues from the parcel. The City anticipates providing each parcel in the District a credit on an annual basis against the parcel's annual Assessment payment obligation that is equal to the TIF District revenues generated by the parcel.

Assessments shall not be imposed upon the Improvements or any real property within the Improvement District that does not receive a benefit from the Improvements. Assessments will not be imposed on real property parcels within the Improvement District that are owned by a public entity. Assessments will not be imposed on real property outside of the Improvement District.

The Rate and Method of Apportionment of Assessments shall provide that as real property within the Improvement District is subdivided, the Assessments on the parent parcel will be allocated amongst the subdivided parcels in a manner that utilizes a classification system for distinct development uses in order to reflect the estimated special benefit from the Improvements. The sum of the Assessments on the subdivided parcels after such subdivision shall be equal to the Assessment on the parent parcel prior to subdivision.

The total Assessment on each parcel, to be imposed through City Council's approval of the Improvement District Documents, shall represent the total special assessment fees that can be billed to a parcel over the term of the Improvement District.

The City intends to bill the annual special assessment fee on the annual City real property tax bill.

The City intends to begin the annual billing of the Assessments in January of 2019.

Changes to this Improvement Plan

This Improvement Plan is subject to further changes and/or modifications, from time to time, as the City Council may determine, based on further review by the City and public input during the opportunities provided for public comment under the Act. It is expected that a final version of this Improvement Plan will be adopted by City Council at the time of adoption of an ordinance providing for the creation of the District, all as provided in the Act.

ATTACHMENT 13

RESOLUTION NO. 2016-10
SELECTING R. W. ALLEN AND STUDIO 3
AS THE CITY'S DESIGN BUILD FIRM FOR
RIVERVIEW PARK ACTIVITIES CENTER GYM ADDITIONS
THE DEPARTMENT OF PARKS, RECREATION, & TOURISM

WHEREAS, the City of North Augusta desires to retain the services of a design build firm for the Riverview Park Activities Center Gym Additions as required by the Department of Parks, Recreation, & Tourism.

WHEREAS, seven firms responded to a "Request for Qualifications" and were reviewed by a staff committee consisting of the Director of Parks, Recreation, & Tourism, the Director of Engineering & Public Works, the Superintendent of Programs & Facilities, Supervisor of Programs & Facilities, and City Council member Pat Carpenter which selected 5 firms for interviews and oral presentations; and

WHEREAS, from the five firms interviewed, the committee determined that the firm of R. W. Allen and Studio 3 is best qualified to provide the required services.

NOW THEREFORE BE IT RESOLVED by the Mayor and City Council for the City of North Augusta, in meeting duly assembled and by the authority thereof that R. W. Allen and Studio 3 shall be the City's design build firm for the Department of Parks, Recreation, & Tourism's Riverview Park Activities Center Gym Additions.

BE IT FURTHER RESOLVED that the City Administrator is hereby authorized to negotiate with the firm of R. W. Allen and Studio 3 for design build services for the Riverview Park Gym Additions for the Department of Parks, Recreation, & Tourism, to sign agreements for such services; make payments, and to sign all other documents related thereto.

DONE, RATIFIED AND ADOPTED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH AUGUSTA, SOUTH CAROLINA, ON THIS _____ DAY OF _____, 2016.

Lark W. Jones, Mayor

ATTEST:

Donna B. Young, City Clerk

ATTACHMENT 14

RESOLUTION NO. 2016-11
ACCEPTING A DEED OF DEDICATION FOR THE STREETS,
SANITARY SEWER, STORMWATER COLLECTION
AND FIRE SUPPRESSION SYSTEMS, DEDICATED OPEN SPACE AND ASSOCIATED
EASEMENTS AND RIGHTS OF WAY, ALONG WITH A MAINTENANCE
GUARANTEE AND LETTER OF CREDIT,
FOR WANDO WOODLANDS, PHASE 3 AND 4B

WHEREAS, Wando Partners, L.P. developed Wando Woodlands, Phase 3 and 4B, 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 March 11, 2016; 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:

ALL those certain streets and roadways located in Wando Woodlands 3 and 4B designated as a portion of Gerhard Ridge (50 foot right of way), a portion of Durst Drive (50 foot right of way) and a portion of Langfuhr Way (50 foot right of way as shown and delineated on a plat of Wando Woodlands, Phase 3 and 4B recorded in the Office of the RMC for Aiken County, South Carolina in Plat Book 59, Page 139. Reference is made to said plat, which is incorporated herein by reference, for a more complete and accurate description as to the metes, bounds and location of said property.

TOGETHER WITH (i) Open Space to be deeded to the City of North Augusta containing 6.60 acres (287,310 square feet) (which is inclusive of the Section 4B 50' Stream Buffer Area to be Deeded to the City containing 2.76 acres [120,372 square feet]) and (ii) Open Space to be deeded to the City of North Augusta containing 4.54 acres (197,615 square feet) which is

RESOLUTION ACCEPTING DEED OF DEDICATION –
WANDO WOODLANDS, PHASE 3 AND 4B

Page 2

inclusive of the Section 4B 50' Stream Buffer Area to be Deeded to the City containing 1.55 acres [67,694 square feet]), all as shown on the aforesaid plat.

TOGETHER WITH all (a) curbs and gutters located within the aforesaid right of way of the streets and roadways; (b) sidewalks located within the aforesaid right of way of the streets and roadways; (c) sanitary sewerage collection system including lift stations located on the property shown on the aforesaid plat; (d) stormwater collection system including stormwater detention areas located on the property shown on the aforesaid plat; (e) greenways or other pedestrian connections outside the road rights of way but located on the property shown on the aforesaid plat; and (f) a perpetual and non-exclusive easement and rights of way for streets, sidewalks and potable water, sanitary sewage and stormwater collection systems located on the property shown on the aforesaid plat.

BEING a portion of the property conveyed to Wando Partners, L.P. by Title to Real Estate from Gustav Schickedanz, Trustee, dated January 4, 2006, recorded in Record Book 4039, Page 1283 in the Office of the RMC for Aiken County, South Carolina.

Tax Map & Parcel: 001-16-01-002 (Portion)

BE IT FURTHER RESOLVED that a Maintenance Guarantee and Irrevocable Letter of Credit in the amount of \$63,000 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 _____, 2016.

Lark W. Jones, Mayor

ATTEST:

Donna B. Young, City Clerk

Department of Planning and Development



Memorandum # 16-11

City of North Augusta

To: B. Todd Glover, City Administrator

From: Scott Sterling, AICP, Director *Scott*

Subject: Application FP 16-002 – Deed of Dedication for Subdivision Improvements – Wando Woodlands, Phase 3 and 4B

Date: March 16, 2016

The final subdivision plat for Wando Woodlands, Phase 3 and 4B was approved on March 11, 2016. The developer, Wando Partners, LP, has completed the following improvements and requests that the City accept them along with open space, associated easements and rights of way: streets and sanitary sewer, stormwater collection and fire suppression systems. Water service to the subdivision is provided by Edgefield County Water and Sewer Authority. The completed improvements to be dedicated to the City have been approved by the City Engineer. The attached dedication documents have been approved by the City Attorney.

Certain improvements, namely subdivision sidewalks and street trees, remained unfinished at the time of final plat approval. Construction of the sidewalks and installation of the street trees have been guaranteed with a performance guarantee and supporting letter of credit. These improvements are included in the deed of dedication and will be approved by the City Engineer upon completion. As a condition of approval, a separate twenty-four (24) month maintenance guarantee, supported by a letter of credit or a cash deposit, will be provided for these improvements concurrent with the release of the performance guarantee and its supporting letter of credit.

The City may accept the streets, sanitary sewer, stormwater collection and fire suppression systems, dedicated open space and associated easements and rights of way for this subdivision. A draft resolution for the acceptance of the dedication is attached and a digital copy has been forwarded to the City Clerk.

Originals of the following documents are attached:

1. Deed of Dedication for the streets, sanitary sewer, stormwater collection and fire suppression systems, open space and associated easements and rights of way;
2. Maintenance Guarantee dated March 11, 2016 and valid for a period of 24 months;

3. Irrevocable Letter of Credit in support of the Maintenance Guarantee dated March 11, 2016;
 4. Title Certificate dated February 15, 2016; and
 5. Final subdivision plat approved by the City Engineer and the Director of Planning and Development and recorded by the Aiken County RMC.
- Additionally, a reduced copy of the final plat is attached for agenda reproduction.

Please schedule the resolution accepting the Wando Woodlands, Phase 3 and 4B Deed of Dedication for City Council consideration at the next available City Council meeting.

STATE OF SOUTH CAROLINA)
)
COUNTY OF AIKEN) DEED OF DEDICATION

KNOW ALL MEN BY THESE PRESENTS:

That WANDO PARTNERS, L.P. (hereinafter called "Grantor"), FOR AND IN CONSIDERATION OF THE SUM OF ONE DOLLAR (\$1.00) AND BY WAY OF DEDICATION to THE CITY OF NORTH AUGUSTA, a body politic and corporate and a political subdivision of the County of Aiken and State of South Carolina (hereinafter called "Grantee"), the receipt of which is hereby acknowledged, has granted, bargained, sold and released, and by these presents does grant, bargain, sell and release unto Grantee, its successors and assigns, the following described real estate, to wit:

ALL those certain streets and roadways located in Wando Woodlands 3 and 4B designated as a portion of Gerhard Ridge (50 foot right of way), a portion of Durst Drive (50 foot right of way) and a portion of Langfuhr Way (50 foot right of way) as shown and delineated on a plat of Wando Woodlands Phases 3 and 4B recorded in the Office of the RMC for Aiken County, South Carolina, in Plat Book 59, at Page 139. Reference is made to said plat, which is incorporated herein by reference, for a more complete and accurate description as to the metes, bounds and location of said property.

TOGETHER WITH (i) Open Space to be deeded to the City of North Augusta containing 6.60 acres (287,310 square feet) (which is inclusive of the Section 4B 50' Stream Buffer Area to be Deeded to the City containing 2.76 acres [120,372 square feet]) and (ii) Open Space to be deeded to the City of North Augusta containing 4.54 acres (197,615 square feet) (which is inclusive of the Section 4B 50' Stream Buffer Area to be Deeded to the City containing 1.55 acres [67,694 square feet]), all as shown on the aforesaid plat.

TOGETHER WITH all (a) curbs and gutters located within the aforesaid right of way of the streets and roadways; (b) sidewalks located within the aforesaid right of way of the streets and roadways; (c) sanitary

sewerage collection systems including lift stations located on the property shown on the aforesaid plat; (d) storm water collection system including storm water detention areas located on the property shown on the aforesaid plat; (e) greenways or other pedestrian connections outside the road rights-of-way but located on the property shown on the aforesaid plat, and (f) a perpetual and non-exclusive easement and rights-of-way for streets, sidewalks and potable water, sanitary sewage and storm water collection systems located on the property shown on the aforesaid plat.

Being a portion of the property conveyed to Wando Partners, L.P. by Title to Real Estate from Gustav Schickendanz, Trustee, dated January 4, 2006 recorded in Record Book 4039, at Page 1283 in the Office of the RMC for Aiken County, South Carolina.

Tax Map & Parcel: Portion of 001-16-01-002

Grantee's Address: Post Office Box 6400
North Augusta, South Carolina 29861

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

TO HAVE AND TO HOLD, all and singular the premises before mentioned unto the said Grantee, its successors and assigns forever, and the Grantor does hereby bind itself and its successors and assigns, to warrant and forever defend all and singular the said premises unto the said Grantee, its successors and assigns, against Grantor and Grantor's successors and assigns and all persons whomsoever lawfully claiming or to claim the same or any part thereof.

WITNESS the Hand and Seal of the Grantor this 24th day of February, 2016.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF

Witness: Barbara J. Trines

Witness: Cristal Brown

WANDO PARTNERS, L.P.

By: Gustav Schickedanz of SC, Inc.,
General Partner

By: Donald P. Howard
Name: DONALD P. HOWARD
Title: MANAGING PARTNER

[CORPORATE SEAL]

STATE OF S.C.)
)
COUNTY OF Aiken)

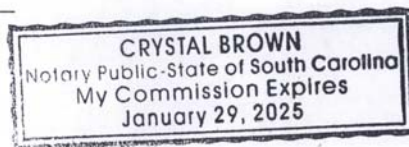
ACKNOWLEDGEMENT

I, the undersigned notary, do hereby certify that Donald P. Howard personally appeared before me this day and acknowledged the due execution of the foregoing instrument on behalf of Wando Partners, L.P.

Witness my hand and official seal this the 24th day of February, 2016.

Crystal Brown
Notary Public for the State of SC
My Commission Expires: 1-29-25

[NOTARY SEAL]



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

1. I have read the information of this affidavit and I understand such information.
2. The property being transferred is located in Aiken County, bearing Aiken County Tax Map Number: 001-16-01-002 (Portion) was transferred by Wando Partners, LP to The City of North Augusta on _____, 2016.
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 a distribution to a trust beneficiary.
 - (c) X exempt from the deed recording fee because (See Information section of affidavit):
 _____ #2 _____
 (If exempt, please skip items 4 – 7 and go to item 8 of this affidavit.)
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 or 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 X 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:	\$0
(b) Place the amount listed in item 5 above here:	<u>-0-</u>
(c) Subtract Line 6(b) from Line 6(a) and place result here:	<u>\$0</u>
7. The deed recording fee due is based on the amount listed on Line 6(c) above and the deed recording fee due is: \$ _____.
8. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as: Attorney.
9. I understand that a person required to furnish this affidavit who willfully 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.

SWORN to before me this 23
 Day of February, 2016.
Rakel M. Gee
 Notary Public for South Carolina
 My Commission Expires: 3.1.18

Mary O. Guynn
 Responsible Person Connected with the Transaction

 Mary O. Guynn
 Print or Type Name Here

INFORMATION:

Except as provided in this paragraph, the term "value" means "the consideration paid or to be paid in money or money's worth for the realty." Consideration paid or to be paid in money's worth includes, but is not limited to, other realty, personal property, stocks, bonds, partnership interest and other intangible property, the forgiveness or cancellation of a debt, the assumption of a debt, and the surrendering of any rights. The fair market value of the consideration must be used in calculating the consideration paid in money's worth. Taxpayers may elect to use the fair market value of the realty being transferred in determining fair market value of the consideration. In the case of realty transferred to a trust or as a distribution to a trust beneficiary, "value" means the realty's fair market value. A deduction from value is allowed for the amount of any lien or encumbrance existing on the land, tenement, or realty before the transfer and remaining on the land, tenement, or realty after the transfer. Taxpayers may elect to use the fair market value for property tax purposes in determining fair market value under the provisions of the law.

EXCEPTED FROM THE FEE ARE DEEDS:

1. transferring realty in which the value of the realty, as defined in Code Section 12-24-30, is equal to or less than one hundred dollars;
2. transferring realty to the federal government or to a state, its agencies and departments, and its political subdivisions, including school districts;
3. that are otherwise exempted under the laws and Constitution of this State or the United States;
4. transferring realty in which no gain or loss is recognized by reason of Section 1041 of the Internal Revenue Code as defined in Section 12-6-40(A);
5. transferring realty in order to partition realty as long as no consideration is paid for the transfer other than the interest in the realty that are being exchanged in order to partition the realty;
6. transferring an individual grave space at a cemetery owned by a cemetery company licensed under Chapter 55 of Title 39;
7. that constitute a contract for the sale of timber to be cut;
8. transferring realty to a corporation, a partnership, or a trust in order to become, or as, a stockholder, partner, or trust beneficiary of the entity provided no consideration is paid for the transfer other than stock in the corporation, interest in the partnership, beneficiary interest in the trust, or the increase in value in such stock or interest held by the grantor. However, the transfer of realty for a corporation, a partnership, or a trust to a stockholder, partner, or trust beneficiary of the entity is subject to the fee even if the realty is transferred to another corporation, a partnership, or trust;
9. transferring realty from a family partnership to a partner or from family trust to a beneficiary, provided no consideration is paid for the transfer other than a reduction in the grantee's interest in the partnership or trust. A "family partnership" is a partnership whose partners are all members of the same family. A "family trust" is a trust in which the beneficiaries are all members of the same family. The beneficiaries of a family trust may also include charitable entities. "Family" means the grantor and the grantor's spouse, parents, grandparents, sisters, brothers, children, stepchildren, grandchildren, and the spouses and lineal descendants of any of the above. A "charitable entity" means an entity which may receive deductible contributions under Section 170 of the Internal Revenue Code as defined in Section 12-6-40(A);
10. transferring realty in a statutory merger or consolidation from a constituent corporation to the continuing or new corporation;
11. transferring realty in a merger or consolidation from constituent partnership to the continuing or new partnership;
12. that constitute a corrective deed or a quitclaim deed used to confirm title already vested in the grantee, provided that no consideration of any kind is paid to or is to be paid under the corrective or quitclaim deed; and,
13. transferring realty subject to a mortgage whether by a deed in lieu or foreclosure executed by the mortgagor or deed executed pursuant to foreclosure proceedings.
14. transferring realty from an agent to the agent's principal in which the realty was purchased with funds of the principal, provided that a notarized document is also filed with the deed that establishes the fact that the agent and principal relationship existed at the time of the original purchase as well as for the purpose of purchasing the realty.
15. transferring title to facilities for transmitting electricity that is transferred, sold, or exchanged by electrical utilities, municipalities, electric cooperatives, or political subdivisions to a limited liability company which is subject to regulation under the Federal Power Act (16 U.S.C. Section 791(a)) and which is formed to operate or take functional control of electric transmission assets as defined in the Federal Power Act.

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

NAME OF SUBDIVISION: **Wando Woodlands, Phase 3 and 4-B**

DEVELOPER/OWNER: **Wando Partners, L.P.**

DATE OF FINAL SUBDIVISION PLAT APPROVAL: **March 11, 2016**

MAINTENANCE GUARANTEE AMOUNT: **\$63,000.00**

WHEREAS, Wando Partners, L.P. has submitted a final plat for Wando Woodlands, Phase 3 and 4-B, prepared by Southern Partners, Inc., dated November 10, 2015, revised February 15, 2016, for 28 fee simple single-family lots situated in the City of North Augusta, County and State aforesaid; and

WHEREAS, the North Augusta Planning Commission, meeting on December 20, 2012, did grant major subdivision plan (preliminary plat) approval for Wando Woodlands, Sections 3 and 4, and the Interim Director of Planning and Development and the City Engineer signed the major subdivision plan (preliminary plat) on March 20, 2014; and

WHEREAS, the developer developed the approved major subdivision plan for Wando Woodlands, Sections 3 and 4 in phases, the first being Phase 4-A and the second and final, Phase 3 and 4-B; and

WHEREAS, the City Engineer has inspected the infrastructure improvements for Phase 3 and 4-B 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 March 11, 2016; 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 final subdivision plat for Wando Woodlands, Phase 3 and 4-B, 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. Fire suppression elements of the water distribution system;
- C. Sanitary sewerage collection system;
- D. Stormwater collection system; and
- E. Easements and rights of way for streets, sidewalks and potable water, sanitary sewage and stormwater collection systems.

REPRESENTATIONS BY THE DEVELOPER

The Developer represents to the City of North Augusta that:

- A. For a period of twenty-four (24) months from the approval of the final plat, the improvements will not fail, for any reason, with the exception of force majeure;
- B. The Developer has submitted the Deed of Dedication and a monetary guarantee, in the form of an Irrevocable Letter of Credit in the amount of \$63,000.00, 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.

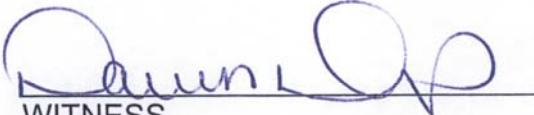
REMEDIES IN THE EVENT OF DEFAULT

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:

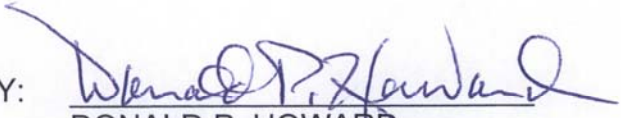
- A. This Maintenance Guarantee shall be considered violated and in default with the City having full right and authority to make claims on the guarantee amount provided for herein.
- B. The City may make claim against the full amount of the monetary guarantee, until such time as the City is able to 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, Wando Partners, L.P. has caused these presents to be executed in its name by its duly authorized Managing Partner this 11th day of March, 2016.


WITNESS


WITNESS

BY: 
DONALD P. HOWARD
ITS: MANAGING PARTNER

ACCEPTED THIS _____ DAY OF _____, 20__.

City of North Augusta

WITNESS

BY:

B. TODD GLOVER
ITS: CITY ADMINISTRATOR

WITNESS



P.O. Box 15367
Augusta, GA 30919-5367

706.738.6990
706.736.3500 fax

Irrevocable Standby Letter of Credit No 21108978

www.georgiabankandtrust.com
www.southernbandt.com

Date: March 11, 2016

Beneficiary:
City of North Augusta
100 Georgia Ave
North Augusta, SC 29841

Applicant:
Wando Partners LP
105 Hillhead Ct.
Aiken, SC 29801

Date and Place of Expiry: March 11, 2018 at the Counters of Southern Bank and Trust, a division of Georgia Bank & Trust Company of Augusta
Amount: USD \$63,000.00
(U.S. Dollars Sixty-Three Thousand Dollars and 00/100)

Ladies and Gentlemen:

We hereby issue our Irrevocable Standby Letter of Credit in your favor for the account of Wando Partners LP for the sum not to exceed the aggregate amount of \$63,000.00 available by your draft(s) drawn at sight on us marked "Drawn under Southern Bank & Trust, a division of Georgia Bank & Trust Company of Augusta, Letter of Credit Number 21108978" accompanied by the following:

- A statement purportedly signed by an official of the City of North Augusta Engineering Department reading: "We certify that Wando Partners LP has failed to perform in accordance with the terms and conditions of that certain Maintenance Guarantee regarding Wando Woodlands Phase 3 and 4B between the City of North Augusta and Wando Partners LP."

We hereby agree with you that all draft(s) drawn under and in compliance with the terms and conditions of this credit shall be duly honored if presented with the original of the credit, at our office located at 149 Laurens Street, NW, Aiken, South Carolina 29801, Attn: Frank Townsend, Aiken County President, on or before the above stated expiry date. Draft(s) drawn under this credit must specifically reference our credit number.

Except as otherwise expressly stated herein, this Letter of Credit is subject to International Standby Practices, 1998, ICC Publication No. 590 ("ISP98").

Southern Bank & Trust,

Frank A. Townsend, III
Aiken County President

SMITH, MASSEY, BRODIE, GUYNN & MAYES, LLC

ATTORNEYS AND COUNSELORS AT LAW

GARY H. SMITH, III
WM. RAY MASSEY*
BRAD A. BRODIE
MARY O. GUYNN**
W. DANIEL MAYES
SCOTT W. PATTERSON

*ALSO LICENSED IN NORTH CAROLINA
**ALSO LICENSED IN GEORGIA

POST OFFICE BOX 519
210 COLONY PARKWAY, SOUTHEAST
AIKEN, SOUTH CAROLINA 29802

TELEPHONE
(803) 643-4110
FACSIMILE
(803) 643-8140
(803) 644-9057

CERTIFICATE OF TITLE

TO: City of North Augusta

RE: Wando Partners, LP
Wando Woodlands Phase Four-A
North Augusta, South Carolina

EFFECTIVE DATE: February 15, 2016 at 8:00 a.m.

PROPERTY: See Exhibit A attached hereto and incorporated herein

Fee Simple Owner(s): Wando Partners, LP

Derivation: Book 4039, Page 1283

Parcel No.: P/O 001-16-01-002

THIS IS TO CERTIFY that we have examined the public records of Aiken County, South Carolina relative to the title of the above-described real estate.

BASED UPON SUCH INVESTIGATION, it is our opinion that the Wando Partners, LP is vested with good, fee simple, record, marketable title to the real estate described above subject to the following liens, limitations and encumbrances of record and by delivery of a Deed of this property signed by Donald P. Howard as authorized officer on behalf of Wando Partners, LP good and marketable title will be conveyed to the City of North Augusta subject only to the following:

1. County of Aiken taxes for tax year 2016 are accruing but not yet due and payable. County of Aiken taxes for tax years 2015 and previous are current with no delinquency noted of record.
2. City of North Augusta taxes for tax year 2016 are accruing but not yet due and payable. City of North Augusta taxes for tax years 2015 and previous are current with no delinquency noted of record.
3. Easement to South Carolina Electric & Gas Company dated August 24, 1955 and recorded in Book 60, page 164, Aiken County Records.
4. Easement to South Carolina Electric & Gas Company dated September 30, 1971 and recorded in Book 170, page 307, Aiken County Records.
5. Deed of Easement for waste water treatment facility recorded in Book 1066, page 234, Aiken County Records.

6. Title to Real Estate for property on Route 230 to South Carolina Department of Highways and Transportation dated October 13, 1988 and recorded in Book 1101, page 137-139, Aiken County Records.
7. Title to Real Estate for property on Route 230 to South Carolina Department of Highways and Transportation dated October 13, 1988 and recorded in Book 1137, page 80, Aiken County Records.
8. Easement to South Carolina Electric & Gas Company dated November 5, 1989 and recorded in Book 1141, page 264, Aiken County Records.
9. Easement to South Carolina Electric & Gas Company dated February 1, 1990 and recorded in Book 1152, page 143, Aiken County Records.
10. Temporary and Permanent Sanitary Sewer Easement Agreement dated May 6, 2005 from Lydie C. Bergen to Metro Homesites, LLC recorded in Deed Book 2514, page 93, Aiken County Records.
11. Easement from Meybohm Realty, Inc. to South Carolina Electric & Gas Company dated July 30, 2007 and filed for record in Book 4153, page 1427, Aiken County Records.
12. Easement from Wando Partners, LP in favor of South Carolina Electric & Gas Company dated December 19, 2012 and filed for record in Book 4437, page 2000, Aiken County Records.
13. Easement from Wando Partners, LP in favor of South Carolina Electric & Gas Company dated January 9, 2012 and filed for record in Book 4440, page 1559, Aiken County Records.
14. Covenants, conditions and restrictions recorded in the Declaration of Protective Covenants and Restrictions for Wando Woodlands dated May 10, 2007 and recorded July 2, 2007 in Record Book 4146, at page 2121, Aiken County Records and amended in Record Book 4370, Page 2026 and Record 4439, Page 2074, Aiken County Records.
15. Declaration of Restrictive Covenants by Wando Partners, LP dated April 3, 2015 and recorded April 23, 2015 in Record Book 4549, Page 1082, Aiken County Records.
16. Matters as shown on Plat of Wando Woodlands Phase 3 and 4B prepared for Wando Partners by Southern Partners, Inc. dated November 10, 2015, revised February 15, 2016.
17. Matters and things which would be revealed by a current and accurate survey of the subject property.
18. Matters occurring subsequent to the inclusive dates of examination.
19. Matters which would not be revealed by a review of the public records regarding a proposed purchaser/borrower, who is not a current owner of the property.
20. Compliance with any local, county, state or federal government law or regulation relative to environment, zoning, subdivision, occupancy, use, construction, or development of the subject property.
21. Judgments, liens, and proceedings filed only in Federal Court. (Upon the filing of a petition in Bankruptcy, title to real property vests in the Trustee in Bankruptcy and notice thereof is not always required to be filed in the County in which the Bankrupt owns property; federal condemnation proceedings may vest property in the Federal government.)

22. STANDARD EXCEPTIONS: Interests or claims not disclosed by public records, including but not limited to:

- a. Unrecorded Mechanics! or Materialmen's liens. (Liens may be filed by persons or entities furnishing labor or materials to any improvements on real property within 90 days of performance or furnishing of materials.)
- b. Unrecorded leases.
- c. Matters that may defeat or impair title which do not appear on record.
- d. Taxes, Special Assessments and other governmental charges that are not shown as existing liens by the public records.
- e. Civil actions where no notice of *us pendens* appears of record.

SMITH, MASSEY, BRODIE, GYNN & MAYES

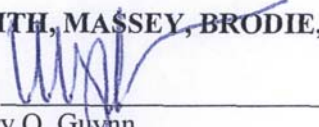
By: 
Mary O. Guynn
Post Office Box 519
Aiken, South Carolina 29802
(803)643-4110
Examining Attorney

EXHIBIT A

PROPERTY DESCRIPTION

ALL those certain streets and roadways located in Wando Woodlands 3 and 4B designated as a portion of Gerhard Ridge (50 foot right of way), a portion of Durst Drive (50 foot right of way) and a portion of Langfuhr Way (50 foot right of way) as shown and delineated on a plat of Wando Woodlands Phases 3 and 4B recorded in the Office of the RMC for Aiken County, South Carolina, in Plat Book 59, at Page 139. Reference is made to said plat, which is incorporated herein by reference, for a more complete and accurate description as to the metes, bounds and location of said property.

TOGETHER WITH (i) Open Space to be deeded to the City of North Augusta containing 6.60 acres (287,310 square feet) (which is inclusive of the Section 4B 50' Stream Buffer Area to be Deeded to the City containing 2.76 acres [120,372 square feet]) and (ii) Open Space to be deeded to the City of North Augusta containing 4.54 acres (197,615 square feet) (which is inclusive of the Section 4B 50' Stream Buffer Area to be Deeded to the City containing 1.55 acres [67,694 square feet]), all as shown on the aforesaid plat.

TOGETHER WITH all (a) curbs and gutters located within the aforesaid right of way of the streets and roadways; (b) sidewalks located within the aforesaid right of way of the streets and roadways; (c) sanitary sewerage collection systems including lift stations located on the property shown on the aforesaid plat; (d) storm water collection system including storm water detention areas located on the property shown on the aforesaid plat; (e) greenways or other pedestrian connections outside the road rights-of-way but located on the property shown on the aforesaid plat, and (f) a perpetual and non-exclusive easement and rights-of-way for streets, sidewalks and potable water, sanitary sewage and storm water collection systems located on the property shown on the aforesaid plat.

Being a portion of the property conveyed to Wando Partners, L.P. by Title to Real Estate from Gustav Schickendanz, Trustee, dated January 4, 2006 recorded in Record Book 4039, at Page 1283 in the Office of the RMC for Aiken County, South Carolina.

Tax Map & Parcel: Portion of 001-16-01-002

