

# CITY COUNCIL REGULAR AGENDA

OF

MAY 16, 2016

## North Augusta

South Carolina's Riverfront

#### CITY OF NORTH AUGUSTA

### AGENDA: REGULAR CITY COUNCIL MEETING May 16, 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 May 2, 2016
- 5. PERSONNEL/WELLNESS: City of North Augusta C3 Challenge Winners Recognition by Council

#### UNFINISHED BUSINESS

6. <u>AGENDA PROCEDURES:</u> Amending Chapter Two of the Code of Ordinances of the City of North Augusta by Adding Section 2-79, Clarifying the Manner in which Tabled Items Would be Placed on a Meeting

Agenda - Ordinance, Third and Final Reading

7. ZONING: North Augusta Development Code, Proposed Text Amendments (Application RZT 16-004) – Ordinance, Third and Final Reading

#### **NEW BUSINESS**

- 8. COMMUNITY PROMOTION: Request for Permit on July 13, 2016 from Betty Croy
- 9. <u>FINANCE:</u> Amending Purchasing Procedures for the City of North Augusta by Revising Chapter 2, Entitled "Administration", Article XI. Entitled, "Purchasing"
  - A. Ordinance, First Reading
  - B. Ordinance, Second Reading
- 10. MATERIAL RECOVER FACILITY: Authorization of Over Expending Appropriations in the Sanitation Services Fund Resolution
- 11. <u>STREETS AND DRAINS:</u> Hammond's Ferry, Phase D Deed of Dedication for Subdivision Improvements Resolution
- 12. PRESENTATIONS/COMMUNICATIONS/RECOGNITION OF VISITORS:
  - A. <u>Citizen Comments:</u> At this time, citizens may speak to Mayor and City Council regarding matters not

listed on the agenda.

- B. Council Comments
- 13. ADJOURNMENT:

#### **Administration Department**



TO: Mayor and City Council

FROM: B. Todd Glover, City Administrator

DATE: May 13, 2016

SUBJECT: Agenda for Regular City Council Meeting of May 16, 2016

#### REGULAR COUNCIL MEETING

### ITEM 5. PERSONNEL/WELLNESS: City of North Augusta C3 Challenge Winners – Recognition by Council

The C3 Challenge logo is used to represent the city and government entities that participated in an 8 week Fitness Challenge. The City of North Augusta, City of Aiken, and Aiken County competed against each other for bragging rights and a Trophy. This is the 2<sup>nd</sup> annual C3 challenge to date. The C3 Challenge consisted of measuring employee's fitness levels, to include aerobic fitness, strength, endurance, flexibility and biometric data along with food, water, and activity logs. Every section has a point range and the employee is scored based on their performance and age category. Although C3 is not a weight loss challenge, the 39 City of North Augusta C3 participants lost 123 pounds by increasing their exercise and being mindful of food choices. That's success!

The City of North Augusta placed third in the challenge. City of Aiken won overall with Aiken County placing second. All of the participants should be proud of their efforts.

We would like to recognize:

Mila (p ro nu n ci ati on "My La") Padgett, Director of Campus Recreation & Wellness, Woody Price, Coordinator, Fitness Programs & Services and the students of USCA for coordinating and volunteering their time to make this challenge a success for the second year in a row.

#### City of North Augusta Individual Winners:

1<sup>st</sup> Place: Lt Verne Sadler, Public Safety

2<sup>nd</sup> Place: Mike Turner, Parks & Recreation

3<sup>rd</sup> Place: David Caddell, Operations/ Streets & Drains

4<sup>th</sup> Place: Michael Baldy, Admin/Engineering

#### City of North Augusta Department Winners:

1st Place:

**Public Safety** 

2<sup>nd</sup> Place

Operations

3<sup>rd</sup> Place

Parks and Recreation

4" Place

Administration

#### ITEM 6. AGENDA PROCEDURES:

Amending Chapter Two of the Code of Ordinances of the City of North Augusta by Adding Section 2-79, Clarifying the Manner in which Tabled Items Would be Placed on a Meeting Agenda – Ordinance, Third and Final Reading

An ordinance has been prepared for Council's consideration on third and final reading to amend Chapter Two of the Code of Ordinances of the City of North Augusta by adding Section 2-79, clarifying the manner in which tabled items would be placed on a meeting agenda.

Please see the minutes of May 2, 2016 for the ordinance text.

# ITEM 7. ZONING: North Augusta Development Code, Proposed Text Amendment (Application RZT 16-004) - Ordinance, Third and Final Reading

An ordinance has been prepared for Council's consideration on third and final reading to amend the Development Code of the City of North Augusta, South Carolina by amending Section 3.8.5.10.5, Prohibited Materials, in Article 3, Zoning Districts, of the North Augusta Development Code.

Please see the minutes of May 2, 2016, for the ordinance text.

### ITEM 8. COMMUNITY PROMOTION: Request for Permit on July 13, 2016 from Betty Croy

A permit request has been submitted by Betty Croy to assemble on July 13, 2016 from noon until 1 pm in advance of the upcoming presidential conventions to pray for our City, County, State, and Federal governments; our lawmakers and other political leaders; our military; and our nation.

Please see ATTACHMENT #8 for a copy of the permit request.

# ITEM 9. FINANCE: Amending Purchasing Procedures for the City of North Augusta by Revising Chapter 2, Entitled "Administration", Article XI. Entitled, "Purchasing."

#### A. Ordinance, First Reading

An ordinance has been prepared for Council's consideration on first reading to amend Purchasing Procedures for the City of North Augusta by revising Chapter 2, entitled "Administration", Article XI. Entitled, "Purchasing."

Please see <u>ATTACHMENT #9-A</u> for a copy of the proposed ordinance.

#### C. Ordinance, Second Reading

Pending Council's passage of the ordinance on first reading, it is submitted for Council's consideration on second reading.

# ITEM 10. MATERIAL RECOVERY FACILITY: Authorization of Over Expending Appropriations in the Sanitation Services Fund – Resolution

A resolution has been prepared for Council's consideration authorizing over expending appropriations in the Sanitation Services Fund related to sustaining operations at the Material Recovery Facility and continuing the Litter Patrol Program.

Please see <u>ATTACHMENT #10</u> for a copy of the proposed proclamation.

# ITEM 11. STREETS AND DRAINS: Hammond's Ferry, Phase D – Deed of Dedication for Subdivision Improvements – Resolution

A resolution has been prepared for Council's consideration accepting a deed of dedication for subdivision improvements for Hammond's Ferry, Phase D.

Please see <u>ATTACHMENT NO. 11</u> for a copy of the proposed resolution and additional info.

#### **ATTACHMENT 8**

#### Young, Donna

From:

Bettcroy@yahoo.com

Sent:

Tuesday, April 19, 2016 10:27 PM

To: Cc: Young, Donna Father Rob

Subject:

Permit Request

#### Donna,

Listed below is the information requested to initiate our permit request. Although we tried to be as thorough as possible, please let us know if you have any questions or need additional information.

Thank you for all your help, and we look forward to hearing from you soon,

Betty Croy

Anglican Church of the Holy Trinity

#### What

We seek a permit from the City of North Augusta to assemble in advance of the upcoming presidential conventions to pray for our city, county, state, and federal governments; our lawmakers and other political leaders; our military; and our nation.

#### Why

"For the nation or kingdom that will not serve You will perish; it will be utterly ruined." Isaiah 60:12

We want to call on the Christian community of North Augusta and the broader community to come together to pray for our country and its local, state and national leaders. Our prayers will be that God will bless them with wisdom and characters pleasing to Him. We will express repentance and seek God's forgiveness on behalf of us all for the ways we drift away from the Godly foundations and Judeo-Christian moral underpinning of this great nation. We will also pray for true pluralism where Christians can stand as a counter-voice to secularism, as they historically always have, and provide a Godly voice in the marketplace and in our political system.

#### When

Wednesday, July 13, 2016, 12:00-1:00 p.m.

#### Where

Wade Hampton Veterans Park, 302 Georgia Avenue

We plan to have tents/chairs set up (courtesy of Posey's Funeral Home) and also request usage of onsite electrical outlets for speakers.

#### Who

Anglican Church of the Holy Trinity plans to sponsor this event. We will invite sister churches to join us and also advertise to the general public.

#### ATTACHMENT 9-A

#### ORDINANCE NO. 2016-11

# AN ORDINANCE AMENDING PURCHASING PROCEDURES FOR THE CITY OF NORTH AUGUSTA BY REVISING CHAPTER 2, ENTITLED "ADMINISTRATION", ARTICLE XI. ENTITLED, "PURCHASING."

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 IX. of said Code of Ordinances of the City of North Augusta currently existing Sections 2-250 through Section 2-261 is amended as follows:

Section 2-250.	Unchanged
Section 2-251	Unchanged
Section 2-252	Unchanged
Section 2-253	Unchanged
Section 2-254	Unchanged

#### Section 2-255 Sealed Bid Procedures

Such section remains unchanged with the exception of (13) – Waiver of Purchasing Formalities). Such section shall be amended by deleting as currently written and replacing with the following:

Section 2-255 (13) Waiver of Purchasing Formalities

The City Administrator, as purchasing agent, is vested with the right to waive all purchasing formalities when, in the opinion of the purchasing agent, the best interest of the City would be served. This authority can be exercised by the City Administrator for purchases/contracts of an amount less than \$20,000.00 without formal Council approval. However, in the event that the City Administrator deems it to be in the best interest of the City to waive such purchasing formalities on a purchase/contract in excess of \$20,000.00, such action would require formal approval by City Council at a public meeting. In the event of a decision by the City Administrator to either waive, or recommend the waiving of purchasing formalities to Council, the Administrator shall file a written report setting forth the basis indicating reasons for such waiver.

Section 2-256	Unchanged
Section 2-257	Unchanged
Section 2-258	Unchanged
Section 2-259	Unchanged
Section 2-260	Unchanged
Section 2-261	Unchanged

II. The following Sections are additions to the Purchasing Code:

Section 2-262 Project Delivery Methods

Authorized for Procurements Relating to Construction

- (1) The following project delivery methods are authorized for procurements relating to construction of any public infrastructure facility:
  - (a) Design-bid-building;
  - (b) Construction management at-risk;
  - (c) Design-build;
  - (d) Design-build-operate-maintain; and
  - (e) Design-build-finance-operate-maintain.
  - (f) Competitive sealed proposals/request for proposals
- (2) Participation in a report or study that is later used in the preparation of design requirements for a project does not disqualify a firm from participating as a member of a proposing team in a construction management at-risk, design-build, design-build-operate-maintain, or design-build- finance-operate-maintain procurement unless the participation provides the business with a substantial competitive advantage. The City Administrator or his designee may establish guidance by regulation for the application of this item by departments procuring construction services.
- (3) Definitions:
  - (a) Design-bid-build means a project delivery method in which the City sequentially awards separate contracts, the first for architectural and engineering services to design a public infrastructure facility and the second for construction of the public infrastructure facility according to the design.
  - (b) Construction management at-risk means a project delivery method in which the City awards separate contracts, one for architectural and engineering services to design a public infrastructure facility and the second to a construction manager atrisk for both construction of the public infrastructure facility according to the design and construction management services.
  - (c) *Design-build* means a project delivery method in which the City enters into a single contract for design and construction of a public infrastructure facility.
  - (d) Design-build-finance-operate-maintain means a project delivery method in which the City enters into a single contract for design, construction, finance, maintenance, and operation of a public infrastructure facility over a contractually defined period. Money appropriated by the city is not used to pay for a part of the services provided by the contractor during the contract period.
  - (e) Design-build-operate-maintain means a project delivery method in which the City enters into a single contract for design, construction, maintenance, and operation of a public infrastructure facility over a contractually defined period.

- (f) Competitive sealed proposals/request for proposals means a project delivery method utilized when the purchasing agent for the City determines that the use of competitive sealed bidding is either not practical or not advantageous to the City and recommends that such procedure be used in lieu of attempting to enter into a contract by use of any of the other project delivery methods. Such method is specifically described in Section 2-264.
- (g) Public infrastructure facility means any public structure, public building, or other public improvements of any kind to real property.
- (4) Choice of project delivery method.
  - (a) Selection of method. The project delivery method used for a city construction project must be that method which is most advantageous to the city and results in the most timely, economical, and successful completion of the construction project. The city shall select the appropriate project delivery method for a particular project and shall, for all project delivery methods other than design-bid-build or purchasing procedures as described in Section 2-251, Section 2-252 or Section 2-253, state in writing the facts and considerations leading to the selection of that particular method.
  - (b) City Administrator Review. The department procuring construction services shall submit its written report stating the facts and considerations leading to the selection of the particular project delivery method to the City Administrator or his authorized designee for his review

## III. Section 2-263 Source Selection Methods Assigned to Project Delivery Methods

- (1) Scope. This section specifies the source selection methods applicable to procurements for the construction project delivery methods identified in Section 2-262, except as otherwise provided by regulation for small purchases, sole source procurements, and emergency procurements.
- (2) Design-bid-build:
  - (a) Design, architect-engineer, construction management, and land surveying services. A qualifications-based selection process must be used to procure design, architect-engineer, construction management, and land surveying services, unless those services are acquired in conjunction with construction using one of the project delivery methods provided in subsections (3) through (7) of this section or Section 2-251, Section 2-252 or Section 2-253.
  - (b) Construction. Competitive sealed bidding must be used to procure construction in design-bid- build procurements.

- (3) Construction management at-risk. Contracts for construction management at-risk must be procured by either competitive sealed bidding or competitive sealed proposals.
- (4) Design-build. Contracts for design-build must be procured by competitive sealed proposals.
- (5) *Design-build-operate-maintain*. Contracts for design-build-operate-maintain must be procured by competitive sealed proposals.
- (6) Design-build-finance-operate-maintain. Contracts for design-build-finance-operate-maintain must be procured by competitive sealed proposals.
- (7) Competitive sealed proposals/request for proposals. Contracts for competitive sealed proposals/request for proposals must be procured in accordance with Section 2-264 as set forth hereafter.

#### IV. Section 2-264 Competitive Sealed Proposals/ Request for Proposals

Conditions for use. When the procurement director determines, in writing, with explanation of the reason(s), that the use of competitive sealed bidding is either not practicable or not advantageous to the City, a contract may be entered into by use of the competitive sealed proposals method.

- (1) Request for proposals. Proposals shall be solicited from at least three (3) qualified sources, when such sources are available, through a request for proposals.
- (2) Public notice. Adequate public notice of the request for proposals shall be given in accordance with any bidding requirements as established by the purchasing agent for the City; provided the minimum notice period shall be fifteen (15) calendar days.
- (3) Receipt of proposals. No proposals shall be handled so as to permit disclosure of the contents of any proposal to competing offerors during the process of negotiation. A register of proposals shall be prepared containing the name of the offerors. The register of proposals shall be open for public inspection only after contract is awarded.
- (4) Proposal opening. Proposals shall he publicly opened and only the names of the offerors disclosed at the proposal opening. Contents of competing proposals shall not be disclosed during the process of negotiation. Proposal shall be open for public inspection, immediately after a contract is awarded. Late proposals shall neither be opened nor considered for award; however, the name and address of the late offeror and the time of attempted delivery shall be recorded wherever practicable.
- (5) Request for qualifications. Prior to soliciting proposals, the procurement director may issue a request for qualifications from

prospective offerors. Such request shall contain at a minimum a description of goods or services to be solicited by the request for proposals and the general scope of the work and shall state the deadline for submission of information and how prospective offerors may apply for consideration. The request shall require information only on their qualifications, experience, and ability to perform the requirements of the contract. After receipt of the responses to the request for qualifications from prospective offerors, the prospective offerors shall be ranked from most qualified to least qualified on the basis of the information provided. Proposals shall then be solicited from at least the top three (3) prospective offerors by means of a request for proposals. The failure of a prospective offeror to be selected to receive the request for proposals shall not be grounds for protest.

- (6) Public notice. Adequate public notice of the request for qualifications shall be given in accordance with any bidding requirements as established by the purchasing agent for the City; provided the minimum notice period shall be fifteen (15) calendar days.
- (7) Evaluation criteria. The request for proposals shall state the criteria to be considered in evaluating proposals. Price may, but need not be, an initial evaluation criterion.
- (8) Discussion with responsive/responsible offerors and revisions to proposals. As provided in the request for proposals, discussions may be conducted with responsible offerors who submit proposals determined to be eligible of being selected for award for the purpose of clarification to assure full understanding of, and conformance to, the solicitation requirements. Offerors shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals and such revisions may be permitted after submissions and prior to award for the purpose of obtaining best and final offers. In conducting discussions, there shall be no disclosure of any information derived from proposals submitted by competing offerors.
- (9) Selection and ranking. Proposals shall be evaluated using only the criteria stated in the request for proposals and there must be adherence to any weighting that has been previously assigned. Once evaluation is complete, all responsive offerors shall he ranked from most advantageous to least advantageous to the City, considering only the evaluation criteria staled in the request for proposals. If price is an initial evaluation criterion, award shall be made in accordance with Section 2-255(6). If price is not an initial evaluation factor, negotiations shall be conducted with the top ranked responsive offeror for performance of the contract at a price which is fair and reasonable to the City. Should the procurement director be unable to negotiate a contract at a price which is fair and reasonable to the City,

negotiations shall be formally terminated with the top ranked responsive offeror and negotiations commenced with the second most advantageous responsive offeror, and then the third and so on until a satisfactory contract has been negotiated. In conducting negotiations, there must be no disclosure of any information derived from proposals submitted by competing offerors.

- (10) Award. Award must be made to the responsible and responsive offeror whose proposal is determined in writing to be the most advantageous to the City, taking into consideration price and the evaluation criteria set forth in the request for proposals. The contract file shall contain the basis on which the award is made. The contract shall be awarded with reasonable promptness by appropriate written notice to the selected offeror whose proposal is being accepted.
- (11) Other. If, after following the procedures set forth in Section 2-264(10), a contract is not able to be negotiated, the scope of the request for proposals may he changed in an effort to reduce the cost to a fair and reasonable amount, and all responsive offerors must he allowed to submit their best and final offers. Where price was an initial evaluation factor, the using department, through the procurement director, may in his/her sole discretion, and not subject to challenge through a protest, proceed in any of the following manners:
  - (a) Negotiate price with the highest scoring offeror. If a satisfactory price cannot be agreed upon, price negotiations may be conducted with the second, and then the third, and so on, ranked offerors to such level of ranking as determined by the using department and/or the procurement director;
  - (b) Negotiate with the highest ranking offeror on matters affecting the scope of the contract, so long as the overall nature and intent of the contract is not changed. If a satisfactory contract cannot be negotiated with the highest ranking offeror, negotiations may be conducted with the second, and then the third, and so on, ranked offerors to such level of ranking as determined by the using department and/or the procurement director;
  - (c) Change the scope of the request for proposals and give all responsive/responsible offerors an opportunity to submit best and final offers.
  - (d) If any of these options are chosen, and it is still not possible to award a contract, any of the procedures outlined herein may be repeated until a proposed contract is successfully achieved.
- (12) Minor informalities and irregularities in proposals. A minor informality or irregularity is one which is merely a form or is some immaterial variation from the exact requirements of the request for proposals having no effect or merely a trivial or negligible effect on

total price, quality, quantity, or delivery of the supplies or performance of the contract, and the correction or waiver of which would not affect the relative standing of, or be otherwise prejudicial to offerors. The procurement director shall either give the offeror the opportunity to cure any deficiency resulting from a minor informality or irregularity in a proposal or waive any such deficiency when it is to the advantage of the City. Such communication or determination shall be in writing. Examples of minor informalities or irregularities may, in the City's sole discretion, include, but are not limited to:

- (a) Failure of a offeror to return the number of copies of signed proposals required by the solicitation;
- (b) Failure of a offeror to furnish the required information concerning the number of the offeror's employees or failure to make a representation concerning its size;
- (c) Failure of a offeror to acknowledge receipt of an amendment to a solicitation, when required, but only if the amendment has no effect or merely a trivial or negligible effect on price, quality, quantity, delivery, or relative standing of offerors;
- (d) Failure of a offeror to furnish product literature;
- (e) Failure of a offeror to furnish financial statements;
- (f) Failure of a offeror to indicate a bid number on its submission envelope;
- (g) Failure of a offeror to indicate his/her contractor's license number.
- (13) Cost of proposals. Under no circumstances will the City be liable for any costs associated with any proposal. The offeror shall bear all costs associated with the preparation of proposals.
- (14) Rejection or acceptance of proposals; waiver of technicalities and irregularities. The City shall reserve the unqualified right to reject any and all proposals or accept such proposals, as appears in the City's own best interest. The City shall reserve the unqualified right to waive technicalities or irregularities of any kind in solicitations made under this chapter. In all cases, the City shall be the sole judge as to whether a proposer's proposal has or has not satisfactorily met the requirements to solicitations made under this chapter.
- V. All such ordinances or parts of ordinances in conflict herewith are, to the extent of such conflict, hereby repealed.
- VI. This ordinance shall become effective immediately upon its adoption on third reading.

	DON	IE, R	RATIFIED	AND	ADOP	TED BY	THE	MAYOR	ANI	CITY	COUNCIL	OF
THE	CITY	OF	NORTH	AUG	USTA,	SOUTH	CAR	ROLINA,	ON	THIS	DAY	OF
		_, 20	016.									

First Reading:	- 1
Second Reading:	Lark W. Jones, Mayor
Third Reading:	ATTEST:
	Donna B. Young, City Clerk

#### **ATTACHMENT 10**

#### RESOLUTION NO. 2016-18

# A RESOLUTION AUTHORIZING OVER EXPENDING APPROPRIATIONS IN THE SANITATION SERVICES FUND RELATED TO SUSTAINING OPERATIONS AT THE MATERIAL RECOVERY FACILITY AND CONTINUING THE LITTER PATROL PROGRAM

WHEREAS, City Council has adopted the 2016 Fiscal Year Budget on November 16, 2015, with appropriated expenses totaling \$4,111,732 for the Sanitation Services Fund; and,

WHEREAS, these expenses include the use of inmate labor provided by the South Carolina Department of Corrections (SCDC) to support operations at the Materials Recovery Facility (MRF) and the Litter Patrol Program; and,

WHEREAS, effective May 27, 2016, inmate labor will no longer be available from SCDC to support the operations of the MRF and Litter Patrol Program; and,

WHEREAS, City staff has performed an analysis of MRF operations and may need to hire an additional eight (8) full time employees to replace an average of fifteen (15) inmates to work at the MRF and continue the Litter Patrol Program; and,

WHEREAS, the additional costs to hire eight (8) full time employees exceeds the costs of inmate labor, transportation, insurance, and supplies by approximately \$180,000; and,

WHEREAS, City staff will continue to research potential staffing options and other costs to sustain MRF operations and the Litter Control Program to determine the most efficient and appropriate solution; and,

WHEREAS, the Mayor and City Council have determined that MRF operations and the Litter Control Program should continue in the City; and,

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

- The City Administrator and Director of Public Services are authorized to proceed with the best staffing solution to sustain operations for the MRF and Litter Control Program.
- 2. The funding source for the additional costs, not to exceed \$180,000, shall be the Sanitation Services Fund Net Position.
- 3. No additional funds, other than those identified above are authorized to be spent by the City relative to these operations unless additional funds are hereafter provided for pursuant to the annual City budget.
- 4. This resolution shall become effective immediately upon its adoption.

Done, ratified and adopted by the Mayor and City Council of the City of North Augusta, South Carolina, on this the \_\_\_\_ day of May, 2016.

Lark	W. Jones, Mayor
ATTEST:	
Doni	na B. Young, City Clerk

#### **ATTACHMENT 11**

# RESOLUTION NO. 2016-19 ACCEPTING A DEED OF DEDICATION FOR THE STREETS, OPEN SPACE, WATER, SANITARY SEWER, STORMWATER COLLECTION AND FIRE SUPRESSION SYSTEMS, AND ASSOCIATED EASEMENTS AND RIGHTS OF WAY ALONG WITH A MAINTENANCE GUARANTEE AND LETTER OF CREDIT, FOR HAMMOND'S FERRY, PHASE D

WHEREAS, Westo Development Co., LLC developed Hammond's Ferry, Phase D subdivision 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 Hammond's Ferry, Phase D, Section 1 final subdivision plat for recording on May 2, 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 for all Phase D improvements 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 Hammond's Ferry, Phase D, designated as a portion of Front Street (right of way varies), a portion of Fallmouth (right of way varies), Westo Park (right of way varies), a portion of Boeckh Street (right of way varies), Jones Lane (24 foot right of way), a portion of Baggot Lane (24 foot right of way), a portion of Arrington Avenue (right of way varies), Westo Street (right of way varies), a portion of McDowell Lane (24 foot right of way), a portion of Railroad Avenue (right of way varies) and Brown Lane (right of way varies in portions; 24 foot right of way in portions) as shown and delineated on a Record Plat of Phase D, Section 1 of Hammond's Ferry prepared by H&C Surveying, Inc. dated February 4, 2016, revised April 22, 2016 and recorded in the Office of the RMC for Aiken County, South Carolina in Plat Book \_\_\_\_\_, at Page \_\_\_\_\_. 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 Parcel 8 "Peerless Common" containing 0.15 acre, Parcel 9 "Piedmont Common" containing 0.41 acre and Parcel 10 "Arrington Common" containing 0.38 acre 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 lifts 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 Westo Development Company, LLC by deed of the City of North Augusta dated November 23, 2010 and recorded November 24, 2010 in Record Book 4335, at Page 1026 in the Office of the RMC for Aiken County, South Carolina.

Tax Map and Parcel: 003-16-03-001

BE IT FURTHER RESOLVED that a Maintenance Guarantee and Letter of Credit in the amount of \$185,000 are hereby accepted.

COUNCIL OF THE CITY OF NOR	ND ADOPTED BY THE MAYOR AND CITY TH AUGUSTA, SOUTH CAROLINA, ON THIS
DAY OF	, 2016.
	Lark W. Jones, Mayor
	ATTEST:
	Donna B. Young, City Clerk

# Department of Planning and Development

#### Memorandum # 16-17



To:

B. Todd Glover, City Administrator

From:

Scott Sterling, AICP, Director

Subject:

Application FP 16-003 – Deed of Dedication for Subdivision

Improvements - Hammond's Ferry, Phase D

Date:

May 10, 2016

The final subdivision plat for Hammond's Ferry, Phase D, Section 1 was approved on May 2, 2016. The developer, Westo Development Company, LLC has completed required improvements for all of Phase D and requests that the City accept them along with associated easements and rights of way. The 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.

The City may accept the streets, designated open space, water, sanitary sewer, stormwater collection and fire suppression systems, 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:

- Deed of Dedication for the streets, designated open space, water, sanitary sewer, stormwater collection and fire suppression systems, and associated easements and rights of way;
- 2. Maintenance Guarantee signed May 2, 2016 and valid for a period of 24 months;
- 3. Irrevocable Letter of Credit #21111979 in the amount of \$185,000 and dated May 2, 2016.
- 4. Title Certificate dated April 29, 2016; and
- 5. Final recorded plat approved by the City Engineer and the Director of Planning and Development and recorded in the Office of the Aiken County RMC.

Additionally, a reduced copy of the final plat is attached for agenda reproduction.

Please schedule the resolution accepting the Hammond's Ferry, Phase D deed of dedication for City Council consideration at the next available City Council meeting.

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

#### KNOW ALL MEN BY THESE PRESENTS:

That WESTO DEVELOPMENT COMPANY, LLC a/k/a WESTO DEVELOPMENT CO., LLC (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 Hammonds Ferry Phase D, Section 1 designated as a portion of Front Street (right of way varies), a portion of Fallmouth (right of way varies), Westo Park (right of way varies), a portion of Boeckh Street (right of way varies), Jones Lane (24 foot right of way), a portion of Baggot Lane (24 foot right of way), a portion of Arrington Avenue (right of way varies), Westo Street (right of way varies), a portion of McDowell Lane (24 foot right of way), a portion of Railroad Avenue (right of way varies) and Brown Lane (right of way varies in portions; 24 foot right of way in portions) as shown and delineated on a Record Plat of Phase D, Section 1 of Hammonds Ferry prepared by H&C Surveying, Inc. dated February 4, 2016, revised April 22, 2016 and recorded in the Office of the RMC for Aiken County, South Carolina, in Plat Book <u>59</u>, at Page <u>200</u>. 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 Parcel 8 "Peerless Common" containing 0.15 acre, Parcel 9 "Piedmont Common" containing 0.41 acre and Parcel 10 "Arrington Common" containing 0.38 acre 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 Westo Development Company, LLC by deed of the City of North Augusta dated November 23, 2010 and recorded November 24, 2010 in Record Book 4335, at Page 1026 in the Office of the RMC for Aiken County, South Carolina.

Tax Map & Parcel:

Portion of 003-16-03-001

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.

[Signatures Commence on Next Page]

	non Oni
WITNESS the Hand and Seal of the Granto	or this <u>U</u> day of <u>CPUL</u> , 2016.
SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF	WESTO DEVELOPMENT COMPANY, LLC a/k/a WESTO DEVELOPMENT CO., LLC
Witness: Deli Gerkes Trerni Jenker Witness: Witness: Christian Witness	By: Buddy R. Werts, Manager  By: (LS) Todd D. Brown, Manager
STATE OF South Parolina ) COUNTY OF Aiken )	ACKNOWLEDGEMENT

I, the undersigned notary, do hereby certify that Buddy R. Werts and Todd D. Brown personally appeared before me this day and acknowledged the due execution of the foregoing instrument on behalf of Westo Development Company, LLC aka Westo Development Co., LLC.

Witness my hand and official seal this the <u>W</u> day of <u>April</u>, 2016.

Cathe Baller

Notary Public for the State of South Carolina

My Commission Expires: F2b. 11, 2026



STATE OF SOUTH CAROLINA )

MAINTENANCE GUARANTEE

COUNTY OF AIKEN )

NAME OF SUBDIVISION:

Hammond's Ferry, Phase D

DEVELOPER/OWNER:

Westo Development Co., LLC

DATE OF FINAL SUBDIVISION PLAT APPROVAL: May 2, 2016

MAINTENANCE GUARANTEE AMOUNT: \$185,000

WHEREAS, Westo Development Co., LLC has submitted a final plat for Hammond's Ferry, Phase D, Section 1, prepared by H & C Surveying, Inc., dated February 4, 2016, revised April 22, 2016, for 33 lots situated in the City of North Augusta, County and State aforesaid; and

WHEREAS, the North Augusta Planning Commission, meeting on June 19, 2014, did grant major subdivision plan (preliminary plat) approval for Hammond's Ferry, Phase D and the Director of Planning and Development and the City Engineer signed the major subdivision plan (preliminary plat) on August 14, 2014; and

WHEREAS, the City Engineer has inspected the infrastructure improvements for Hammond's Ferry, Phase D and has duly certified that said improvements are, to the best of his knowledge based upon such inspection, built to 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 Section 1 final subdivision plat for recording on May 2, 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 shown on the final subdivision plat for Hammond's Ferry, Phase D, Section 1, 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 in Hammond's Ferry, Phase D 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, curbs and gutters and sidewalks;
- B. Water distribution system, including fire suppression elements;
- C. Sanitary sewerage collection system;
- D. Stormwater collection system;
- E. Required landscaping on public lands, common areas and open space;
- F. Greeneways or other pedestrian connections outside the road right of way; and
- G. 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 a Deed of Dedication and an Irrevocable Letter of Credit in the amount of \$185,000.00 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 Letter of Credit provided for herein.
- B. The City may make claim against the full amount of the Letter of Credit, 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 Letter of Credit 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, Westo Development Co., LLC has caused these presents to be executed in its name by its duly authorized representative this  $2^{-1}$  day of 4 , 20 .

BY: Buddy n ITS: Member

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

www.georgiabankandtrust.com www.southernbandt.com

#### Irrevocable Standby Letter of Credit No. 21111979

Date: May 2, 2016

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

Applicant: Westo Development Company, LLC 1667 Martintown Road North Augusta, SC 29860

Date and Place of Expiry: May 2, 2018 at the Counters of Southern Bank and Trust, a division of Georgia Bank & Trust Company of Augusta

Amount: USD \$185,000.00

(U.S. Dollars One Hundred Eighty-Five Thousand and 00/100

#### Ladies and Gentlemen:

We hereby issue our Irrevocable Standby Letter of Credit in your favor for the account of Westo Development Company, LLC for the sum not to exceed the aggregate amount of \$185,000.00 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 21111979" accompanied by the following:

 A statement purportedly signed by an official of the City of North Augusta Engineering Department reading: "We certify that Westo Development Company, LLC has failed to perform in accordance with the terms and conditions of that certain Performance Guarantee regarding <u>Hammonds</u> <u>Ferry Phase "D"</u> between the City of North Augusta and Westo Development Company, LLC."

We hereby agree with you that all draft(s) drawn under and in compliance with the terms and conditions of this letter of credit shall be duly honored if presented with the original letter of 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

BY: Frank A. Townsend, III Its 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:

Westo Development Company, LLC aka Westo Development Co, LLC

Phase D, Section1 Hammond's Ferry

North Augusta, South Carolina

**EFFECTIVE DATE:** 

April 29, 2016 at 8:00 a.m.

PROPERTY:

See Exhibit A attached hereto and incorporated herein

Fee Simple Owner(s):

Westo Development Company, LLC aka Westo Development Co, LLC

Derivation:

Book 4335, page 1026

Parcel No.:

P/O 003-16-03-001

**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 Westo Development Company, LLC aka Westo Development Co, LLC 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 Buddy R. Werts and Todd D. Brown as Managers on behalf of Westo Development Company, LLC aka Westo Development Co, LLC, 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. Matters as shown on Plat of Hammonds Ferry, Phase D, Section 1 prepared by H&C Surveying, Inc. dated February 4, 2016.
- 4. Tripartite Riverfront Agreement recorded in Record Book 4335, Page 1030, Aiken County Records.

- 5. Matters and things which would be revealed by a current and accurate survey of the subject property.
- 6. Matters occurring subsequent to the inclusive dates of examination.
- 7. Matters which would not be revealed by a review of the public records regarding a proposed purchaser/borrower, who is not a current owner of the property.
- 8. Compliance with any local, county, state or federal government law or regulation relative to environment, zoning, subdivision, occupancy, use, construction, or development of the subject property.
- 9. Judgments, liens, and proceedings filed only in Federal Court. (Upon the filing of a petition in Bankruptcy, title to real property vests in the Trustee in Bankruptcy and notice thereof is not always required to be filed in the County in which the Bankrupt owns property; federal condemnation proceedings may vest property in the Federal government.)
- 10. <u>STANDARD EXCEPTIONS</u>: 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, PRODIE, GUYNN & MAYES

By: \_\_\_\_\_\_ Mary O. Guynn

Post Office Box 51

Aiken, South Carolina 29802

(803)643-4110

**Examining Attorney** 

#### **EXHIBIT A**

#### PROPERTY DESCRIPTION

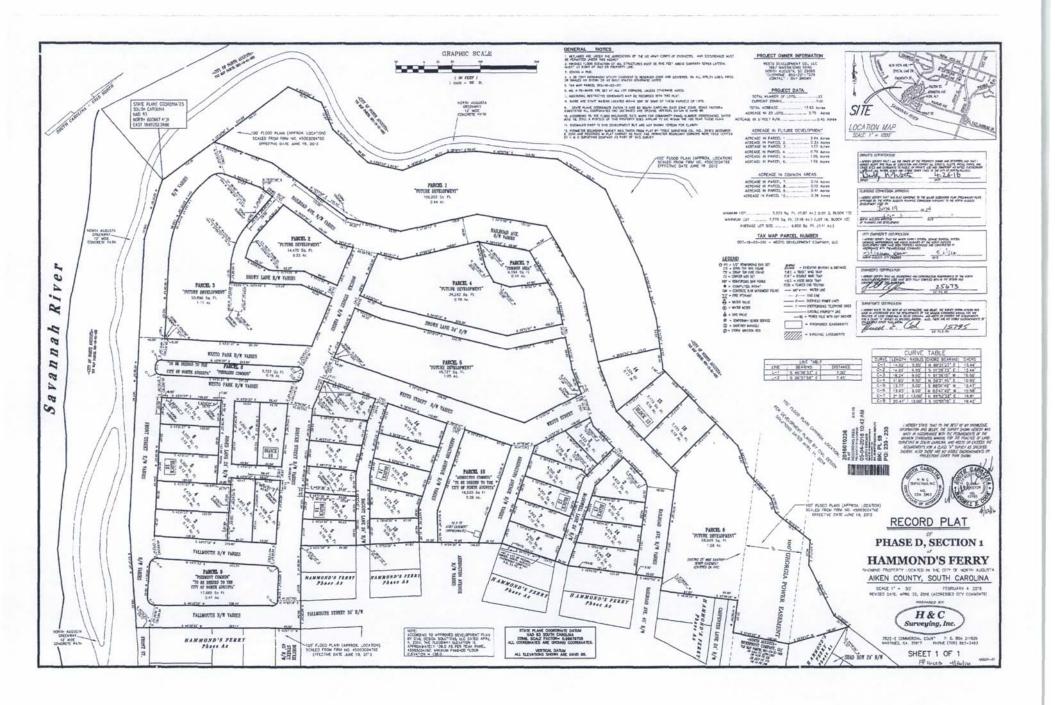
ALL those certain streets and roadways located in Hammonds Ferry Phase D, Section 1 designated as a portion of Front Street (right of way varies), a portion of Fallmouth (right of way varies), Westo Park (right of way varies), a portion of Boeckh Street (right of way varies), Jones Lane (24 foot right of way), a portion of Baggot Lane (24 foot right of way), a portion of Arrington Avenue (right of way varies), Westo Street (right of way varies), a portion of McDowell Lane (24 foot right of way), a portion of Railroad Avenue (right of way varies) and Brown Lane (right of way varies in portions; 24 foot right of way in portions) as shown and delineated on a Record Plat of Phase D, Section 1 of Hammonds Ferry prepared by H&C Surveying, Inc. dated February 4, 2016, revised April 22, 2016 and recorded in the Office of the RMC for Aiken County, South Carolina, in Plat Book \_\_\_\_\_, at Page \_\_\_\_\_. 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.

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Tax Map & Parcel: Portion of 003-16-03-001



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