



REGULAR AGENDA

OF

MARCH 20, 2017



CITY OF NORTH AUGUSTA

AGENDA: REGULAR CITY COUNCIL MEETING

March 20, 2017 – 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.

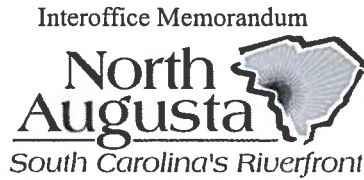
1. **CALL TO ORDER:**
2. **INVOCATION AND PLEDGE OF ALLEGIANCE:**
3. **ROLL CALL:**
4. **APPROVAL OF MINUTES:** Regular and study session meeting minutes of March 6, 2017
Special Called study session and Special Called meeting minutes of March 13, 2017
5. **YOUTH APPRECIATION:** Recognition of Participants

UNFINISHED BUSINESS

6. **ANNEXATION:** Property Located on 110 Edgewood Drive, Tax Parcel Number 006-12-06-004, 0.40 ± Acres – Ordinance, Third and Final Reading

NEW BUSINESS

7. **CITY PROPERTY/EASEMENT:** Easement to South Carolina Electric and Gas Company for Placement of a Service Line Related to the Construction of Ballpark Village
 - A. Ordinance, First Reading
 - B. Ordinance, Second Reading
8. **ECONOMIC DEVELOPMENT:** Approving Capstone Services, LLC to Provide Project Management Services to the City of North Augusta in Support of Project Jackson– Resolution
9. **ECONOMIC DEVELOPMENT:** Establishment of the Georgia Avenue Overlay District Façade Improvement Program – Resolution
10. **PUBLIC SAFETY:** Authorizing the North Augusta Department of Public Safety to enter into Law Enforcement Assistance and Support Agreements with Other Law Enforcement Agencies – Resolution
11. **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
12. **ADJOURNMENT:**



TO: Mayor and City Council

FROM: B. Todd Glover, City Administrator

DATE: March 17, 2017

SUBJECT: Regular City Council Meeting of March 20, 2017

REGULAR COUNCIL MEETING

ITEM 5. YOUTH APPRECIATION: Recognition of Participants

Monday, March 20, 2017, is the annual Youth Appreciation Day sponsored by the North Augusta Optimist Club in cooperation with the City and North Augusta High School. This is an occasion on which seniors from North Augusta High School are selected to participate as honorary City officials. The following students have been selected:

Position	City Official	Honorary Member
Mayor	Lark W. Jones	Sarah Bigger
Councilmember	James M. "Jimmy" Adams, Jr.	Clare Koss
Councilmember	J. Robert Brooks	Brice Smoker
Councilmember	Pat C. Carpenter	Julia Maryniak
Councilmember	Kenneth J. McDowell	Tatyana Edwards
Councilmember	Fletcher L. Dickert	Bryson Fulmer
Councilmember	David W. McGhee	Allison Cohen
City Administrator	B. Todd Glover	Brian Schaade
City Attorney	Kelly F. Zier	Abigail Elvira
Director of Finance & Support Services	Cammie T. Hayes	Destiny Mathews
Interim Director of Planning and Development	Charles B. Martin	Allison Hendrick
Director of Parks, Recreation, and Tourism	Richard L. Meyer	Caroline Waldrop
Director of Public Safety	John C. Thomas	Alex Crawford
Director of Engineering and Public Works	Thomas C. Zeaser	Kateryna Parkhomenko

Director of Public Services	James E. Sutton	Mikayla Jenkins
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A reception will be held in the Palmetto Terrace Ballroom following the City Council meeting. Family members of the students are invited to attend. The Mayor, Councilmembers, and members of the North Augusta Optimist Club will be represented.

ITEM 6. ANNEXATION: Property Located on 110 Edgewood Drive, Tax Parcel Number 006-12-06-004, 0.40 ± Acres – Ordinance, Third and Final Reading

An ordinance has been prepared for Council’s consideration on third and final reading to affect the requested annexation of Oscar Waldo Jones in which he requests the annexation of 0.40 ± acres of property located on 110 Edgewood Drive, Tax Parcel Number 006-12-06-004.

The property is proposed to be zoned R-14, Large Lot, Single Family Residential. The requested zoning is consistent with the future land use classification of the property, Mixed Use, as specified in the Future Land Use Element of the 2005 Comprehensive Plan.

Please see the minutes of March 6, 2017, for the ordinance text.

ITEM 7. CITY PROPERTY/EASEMENT: Easement to South Carolina Electric and Gas Company for Placement of a Service Line Related to the Construction of Ballpark Village

A Ordinance, First Reading

An ordinance has been prepared for Council’s consideration on first reading granting an easement to South Carolina Electric and Gas Company for placement of a service line related to the construction of Ballpark Village.

Please see the **ATTACHMENT NO. 7-A** for a copy of the proposed ordinance.

B. Ordinance, Second Reading

Pending City Council’s action on **Items #7-A** above, the ordinance is submitted for Council’s consideration on second reading.

ITEM 8. ECONOMIC DEVELOPMENT: Approving Capstone Services, LLC to Provide Project Management Services to the City of North Augusta in Support of Project Jackson – Resolution

A resolution has been prepared for Council’s consideration approving Capstone Services, LLC to provide project management services to the City of North Augusta in support of Project Jackson.

Please see **ATTACHMENT NO. 8** for a copy of the proposed resolution.

ITEM 9. ECONOMIC DEVELOPMENT: Establishment of the Georgia Avenue Overlay District Façade Improvement Program – Resolution

A resolution has been prepared for Council’s consideration to establish the Georgia Avenue Overlay District Façade Improvement Program.

March 20, 2017

Please see [ATTACHMENT NO. 9](#) for a copy of the proposed resolution

ITEM 10. **PUBLIC SAFETY:** **Authorizing the North Augusta Department of Public Safety to enter into Law Enforcement Assistance and Support Agreements with Other Law Enforcement Agencies – Resolution**

A resolution has been prepared for Council's consideration to authorizing the North Augusta Department of Public Safety to enter into Law Enforcement Assistance and Support Agreements with other law enforcement agencies.

Please see [ATTACHMENT NO. 10](#) for a copy of the proposed resolution.

ATTACHMENT 7-A

ORDINANCE NO. 2017-03
AN ORDINANCE GRANTING AN EASEMENT TO
SOUTH CAROLINA ELECTRIC AND GAS COMPANY FOR PLACEMENT OF A
SERVICE LINE RELATED TO THE CONSTRUCTION OF BALLPARK VILLAGE

WHEREAS, the City and private developers are working to construct the project known as Ballpark Village; and

WHEREAS, this construction requires the relocation and disruption of service of existing power lines; and

WHEREAS, as part of the construction, South Carolina Electric and Gas Company has requested that the City grant to it an easement across the City's property that would allow for the continuation of services; and

WHEREAS, the placement of such equipment is necessary for temporary power until the construction of Ballpark Village is complete; and

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

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

- I. The City grant to South Carolina Electric and Gas Company an easement over and across City property known as Tax Parcel Numbers 007-13-01-006, 007-13-10-002, and 007-13-10-001 .
- II. The City Administrator is hereby authorized to execute the Deed of Easement and any other documents necessary in order to complete this matter.
- III. This Ordinance shall become effective immediately upon its adoption on third and final reading.

DONE, RATIFIED AND ADOPTED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH AUGUSTA, SOUTH CAROLINA, ON THIS ____ DAY OF _____, 2017.

First Reading: _____

Second Reading: _____

Third Reading: _____

Lark W. Jones, Mayor

ATTEST:

Donna B. Young, City Clerk

Easement # 895722

INDENTURE, made this _____ day of _____, 2017 by and between City of North Augusta, a municipal corporation organized under the laws of the State of South Carolina of the County of Aiken and State of South Carolina, hereinafter called "Grantor" (whether singular or plural), and the SOUTH CAROLINA ELECTRIC & GAS COMPANY, a South Carolina corporation, having its principal office in Cayce, South Carolina, hereinafter called "Grantee".

WITNESSETH:

That, in consideration of the sum of One Dollar (\$1.00) received from Grantee, Grantor, being the owner of land situate in the County of Aiken, State of South Carolina, hereby grants and conveys to Grantee, its successors and assigns, the right to construct, extend, replace, relocate, perpetually maintain and operate an overhead or underground electric line or lines consisting of any or all of the following: poles, conductors, lightning protective wires, municipal, public or private communication lines, cables, conduits, pad mounted transformers, guys, push braces and other accessory apparatus and equipment deemed by Grantee to be necessary or desirable, upon, over, across, through and under land described as follows: a tract of land originally containing 140.19 acres, and being the same lands conveyed to Grantor by deed of Judith H. McCarthy, f/k/a Judith Bright Haskell, et al., dated or recorded December 10, 2001, and filed in the Register of Deeds office for Aiken County in Deed Book 2154 at Page 41.

Right-of-Way is granted for a temporary overhead line to be located adjacent to the Georgia Power Company transmission line easement. The said temporary line will extend in a generally southerly direction on Tract "C" (see Plat Book 53 at Page 11) and continue to the City of North Augusta Greenway project adjacent to the Savannah River. At this point, a permanent pad-mounted transformer will be installed for service to Grantee. This easement will be replaced with a permanent easement to be granted when future development no longer requires the said temporary line.

TMS: 007-13-01-006, 007-13-10-002, and 007-13-10-001

Together with the right from time to time to install on said line such additional lines, apparatus and equipment as Grantee may deem necessary or desirable and the right to remove said line or any part thereof.

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

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

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

WITNESS:

City of North Augusta, a municipal corporation organized under the laws of the State of South Carolina

By: _____ (SEAL)
B. Todd Glover, City Administrator

1st Witness

Its: _____

2nd Witness

ATTACHMENT 8

RESOLUTION NO. 2017-09
A RESOLUTION APPROVING CAPSTONE SERVICES, LLC TO PROVIDE PROJECT
MANAGEMENT SERVICES TO THE CITY OF NORTH AUGUSTA IN SUPPORT OF
PROJECT JACKSON

WHEREAS, the City has been working on Project Jackson for several years; and

WHEREAS, as part of the Project, the City will construct a multi-use stadium, parking decks, conference facilities, infrastructure improvements and park improvements; and

WHEREAS, the City believes that Project Jackson is at a point where project management services are in the best interest of the City; and

WHEREAS, Capstone Services, LLC is a qualified firm to perform project management services to the City; and

WHEREAS, total project management service fees are approximately \$31,000; and

WHEREAS, sufficient funding is available in the Capital Projects Fund for project management services; and

WHEREAS, the Mayor and City Council have determined that it is in the best interest of the City to move forward with such professional services not to exceed \$31,000;

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, approve Capstone Services, LLC to provide project management services to the City of North Augusta in support of Project Jackson and authorize the City Administrator to execute a contract with same for these services with funding from the Capital Projects Fund.

DONE, RATIFIED AND ADOPTED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH AUGUSTA, SOUTH CAROLINA, ON THIS ____ DAY OF MARCH, 2017.

Lark W. Jones, Mayor

ATTEST:

Donna B. Young, City Clerk

ATTACHMENT 9

RESOLUTION NO. 2017-10
A RESOLUTION TO ESTABLISH THE GEORGIA AVENUE OVERLAY DISTRICT
FAÇADE IMPROVEMENT PROGRAM

WHEREAS, the Mayor and City Council have discussed over a period of time the advisability of establishing a façade improvement program to encourage revitalization in the Georgia Avenue Overlay District; and

WHEREAS, the Mayor and City Council, as part of the 2017 budget process, funded the program for the 2017 budget year; and

WHEREAS, specifics of the program have been established and a specific façade grant application prepared; and

WHEREAS, a grant agreement has also been prepared for utilization with this program; and

WHEREAS, the Mayor and City Council have determined that this program is in the best interest of the City and should be promulgated at this time.

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

1. The Mayor and City Council do hereby establish the Georgia Avenue Overlay District Façade Improvement Program.
2. The specifics of the program, to include the method of applying for such assistance and the proposed agreement to be entered into by the City with the landowner, is attached hereto, marked "Exhibit A" and incorporated by reference.
3. The City Administrator is hereby authorized to proceed with the implementation of this program and to execute façade grant agreements in accordance with the documents attached hereto, to include the execution of the façade grant agreement(s) when appropriate.

DONE, RATIFIED AND ADOPTED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH AUGUSTA, SOUTH CAROLINA, ON THIS THE 20TH DAY OF MARCH, 2017.

Lark W. Jones, Mayor

ATTEST:

Donna B. Young, City Clerk

EXHIBIT A



**Georgia Avenue Overlay District
Façade Improvement Program**

Program Overview

The City of North Augusta's Façade Improvement Program is intended to encourage revitalization in the Georgia Avenue Overlay District. This program provides grant funds to finance high-quality exterior improvements to a property owner's or tenant's building. The program is managed by the Façade Grant Design Committee, under the direction of the City Administrator and guidance of the Planning Director.

Program Purpose

The purpose of the program is to provide an opportunity for property owners and businesses to upgrade the exterior of their buildings to help retain and attract businesses, strengthen the downtown area, increase utilization of existing businesses, restore economic vitality, and enhance property values. The Georgia Avenue Overlay District is the downtown commercial core of the City of North Augusta and the prime area for infiltration of new businesses due to available property and high amounts of traffic along Georgia Avenue. This area is a major focus for beautification because of its importance to the city's image and ability to attract new residents and investment. See the attached Georgia Avenue Overlay District Map for an outline of the properties.

Available Funding

The Program is a reimbursement program; payment will be issued to property/business owners upon completion of the project. The applicant is responsible for contracting out all design and construction related to improvements to the exterior façades of an existing qualifying building. The program is administrated on a first come first served basis, to the limit of available funding and in accordance with the City of North Augusta appropriated funds for the fiscal year. If the total value of funding requested, for all new applications in any given year, exceeds the total amount of funding available, all applications will be prioritized by the Facade Grant Design Committee in coordination with city staff.

Eligibility

Applicants eligible to apply for the grant funding include property owners or business tenants that are willing to improve the exterior facades of existing buildings that may be viewed from public spaces within the City of North Augusta's designated Georgia Avenue Overlay District. Only those buildings with commercial use(s) at ground floor are eligible for grants. The City of North Augusta and Facade Grant Design Committee may make exceptions to these guidelines on a case by case basis, based on the project's influence on downtown development. Projects involving a previously funded building may be considered after completion of any previous projects. Owners may receive assistance for more than one building provided that funding is available. A maximum of one grant application per façade will be accepted per year. The City reserves the right to deny applications from businesses of non-conforming uses and from property and/or business owners who are delinquent on payment of taxes, fines or fees.

Eligible Expenses

Eligible expenses are exterior improvements, new or upgrades, on building facades that are intended to improve the aesthetic appearance.

These may include:

- Exterior signage

- Painting
- Awnings
- Storefront enhancements
- Surface treatments
- Outdoor lighting
- Redesign and reconstruction of the store front

All work must be completed by a licensed contractor legally operating in the City of North Augusta and meet the design guidelines for this program.

Ineligible Expenses

Funds may not be used for improvements that are not permanent or mounted or affixed to the building or the sidewalk. Ineligible uses include but are not limited to:

- Vinyl letter signage (windows)
- Portable signs, such as sandwich board or A-frame signs; signs not mounted or attached to storefronts – Flags or banners
- Benches and trash receptacles
- Tables, chairs, or umbrellas
- Moveable structures and equipment
- Expenditures for ordinary repair and maintenance (i.e. cracked windows)
- Improvements that are enforced due to code violations
- Interior improvements

Additionally, the Façade Improvement Grant Program will not be applied retroactively to projects construction started prior to written approval of an application. The Façade Grant Program may be applied retroactively to cover professional fees, if the work is part of the approved project.

Façade Improvement Grants

Grants are available for upgrading the general appearance of eligible façades. The maximum allowable award is \$5,000 per project site (depending on the impact of the improvement on downtown economic development) with the property owner/business owner required to pay a match of at least 50% of the total project cost. For example, if the total project cost is \$10,000, the applicant must provide \$5,000 toward the project.

Design Standards

All proposed façade improvement projects must adhere to the Georgia Avenue Overlay District. Façade Improvements must enhance the aesthetics of the Georgia Avenue Overlay District environment and celebrate the character of the individual buildings. See the full Georgia Avenue Overlay District Standards for more information.

Materials and Colors

The use of natural façade materials is recommended. Vinyl and aluminum sheeting materials are prohibited. Exposure of underlying brick and other heavy masonry is recommended.

Awnings

Awnings are encouraged to promote a more comfortable experience for pedestrians and add to the appearance of downtown.

Signage and Lighting

Aesthetically-pleasing signage is recommended. These include wall-mounted signs, projecting signs and small signs on windows and doors. Projected signs and flat signs on the buildings above awnings are particularly encouraged. Signs must fit the character of the building. Lighting should provide a sense of comfort and accent the architecture of the building and the graphics of the signage.

Application Process

Property or business owners interested in applying for improvement grants should contact the City Administrator to set up an appointment to discuss the potential project prior to submitting an application. The City Administrator and Planning Director will advise the applicant as to the applicable standards for the project.

Application Package

An application package for Façade Improvement Grants should include:

- A completed Façade Improvement Grant Application (Copies are available on the city's website at www.northaugusta.net).
- Verification of property ownership (Title or Deed of Trust) and, if a leasing business, a copy of the lease and consent letter from the property owner approving the proposed changes.
- Proposed written scope of project. This may include a description of improvements and/or sketches/photos of new sign, awning, paint colors and or façade improvements. Architectural plans, elevations and/or perspective drawings and sketches or proposed improvements.
- Color photos of the existing facades.
- Project completion timeline.
- Total estimate of project budget. Staff will review the application package to confirm that it is complete and then present to the Façade Grant Design Committee for review and recommendation.

Applicants will be notified of approval, denial, or need for additional information within 30 days of the application. Any changes made from the original proposal must be submitted and approved through the same process. Any unapproved changes will disqualify the applicant from the program. Unless otherwise previously approved by the city, the project must be completed within 4 months of the approval date in order to receive funding. A reasonable extension may be granted, based upon the good faith efforts of the applicant.

Distribution of Funds

Grant funds will be distributed upon completion of the approved façade improvement project and the following:

- Successful issuance and close out of all relevant permits, including construction, encroachment and sign permits.
- Final inspection and approval of completed project by the city's building codes office.

- Photographs, invoices and receipts are submitted to the City Administrator' and certified as in compliance with the original application.
- Grant recipients agree to place a Georgia Avenue Overlay District Façade Improvement Grant Recipient sign at the construction site throughout the project and for a minimum of 180 days upon completion of the project.

More Information

Todd Glover, City Administrator

(803) 441-4202

tglover@northaugusta.net

Planning Director

(803) 441-4225

City of North Augusta

Façade Grant Application

Please fill out this application completely and legibly.

Property Information	Business Name	Telephone
	Physical Address	Fax

Applicant Information	Full Name	Telephone
	Mailing Address	Fax
	Email	Federal Tax ID Number

Owner Information (if other than applicant)	Full Name	Telephone
	Mailing Address	Fax
	Email	Federal Tax ID Number

Proposed Façade Improvements (please specify)
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Scope of Proposed Project (include a summary of the building's current condition, areas to be improved and how, as well as any proposed materials or colors)

Required Documentation (these items **must** be submitted with the **signed** Application)

At least two color photographs of existing building façade.

Photos, plans, or sketches of proposed improvements.

Quotes, fee proposal, and any other back up that supports the proposed budget.

Owner's permission, if necessary.

I agree to comply with the guidelines and standards of the City of North Augusta Façade Grant Program and I understand that this is a voluntary program, under which the City has the right to approve or deny any project or proposal or portions thereof.

Applicant Signature: _____ Date: _____

Owner Signature: _____ Date: _____

(if other than applicant)

Submit the completed Application, with all required documentation attached . . .

- by email to tglover@northaugusta.net
- by mail to Todd Glover, City of North Augusta, PO Box 6400, North Augusta, SC 29861
- or in person to the office of Todd Glover, City Hall, 100 Georgia Avenue, North Augusta, SC 29841

City of North Augusta

Façade Grant Agreement

THIS AGREEMENT is entered into this _____ day of _____, _____, by and

between the CITY OF NORTH AUGUSTA (City) and

_____ (Grantee), whose address is

_____.

Tax Parcel Number: _____

WHEREAS the City has approved a façade improvement grant to Grantee subject to the execution of this Agreement, and Grantee desires to accept the grant and to abide by the terms of this Agreement, and

WHEREAS the City has approved a grant in an amount of _____ and No/100 Dollars (\$0) for façade improvements at _____, North Augusta, South Carolina,

NOW THEREFORE, the parties agree as follows:

1. Grantee reaffirms that all information provided to the City in its Façade Grant Application is correct and accurate.
2. Grantee has read and agrees to abide by the provisions and requirements of the City of North Augusta Façade Grant Program.
3. All work performed by Grantee will be consistent with the approval by the City. If Grantee desires to make any changes in the project, Grantee will obtain written approval from the City before implementing such changes. Grantee understands that the City is not required to approve any changes.
4. Grantee agrees to complete the improvements within four (4) months from the date of this Agreement and understands that failure to complete the improvements within such period will result in forfeiture of the grant, if an extension has not been granted.
5. Grantee understands that the grant will be paid to Grantee only upon completion of the work, submission of all dated statements or invoices to the City, and approval by the City of the completed work.
6. Grantee will notify the City immediately if Grantee's interest in the subject property changes in any way. This Agreement is not assignable by Grantee without prior written approval of the City, which will not be unreasonably withheld.

7. Grantee hereby grants to the City the right to use pictures, renderings, or descriptions of the work for any and all promotional purposes desired by the City.

IN WITNESS WHEREOF, the parties have signed this Agreement on the day and year first written above.

WITNESSES FOR THE CITY

CITY OF NORTH AUGUSTA

By: _____

WITNESSES FOR THE GRANTEE

GRANTEE

By: _____

WITNESSES FOR OWNER

OWNER (if other than Grantee)

By: _____

ATTACHMENT 10

RESOLUTION NO. 2017-11

A RESOLUTION TO AUTHORIZE THE NORTH AUGUSTA DEPARTMENT OF
PUBLIC SAFETY TO ENTER INTO LAW ENFORCEMENT ASSISTANCE AND
SUPPORT AGREEMENTS WITH OTHER LAW ENFORCEMENT AGENCIES

WHEREAS, as amended on June 3, 2016, South Carolina Code Annotated Section 23-20-10, et seq, provides for contractual agreements between and among state, county, municipal and local law enforcement agencies for the purpose of providing the proper and prudent exercise of public safety functions across jurisdictional lines; and

WHEREAS, the Director of Public Safety for the City of North Augusta has recommended to the Mayor and City Council that he believes that it is in the best interest of the City and its citizens to allow his department to enter in to such agreement(s). This would allow the City to be better prepared for the purposes of securing to the City of North Augusta, as well as assisting other cities and counties by way of mutual aid in the event of natural disaster, disorder, special events, emergency situations, and any other law enforcement activities; and

WHEREAS, the North Augusta Department of Public Safety has either been approached by other departments requesting mutual aid agreements or has contacted other departments requesting the same; and

WHEREAS, the Mayor and City Council, after reviewing this matter, have determined that the entering into of such agreements is beneficial to the City of North Augusta and its citizens, as well as other jurisdictions and their citizens; and

WHEREAS, the afore cited law specifically provides that if a law enforcement agency is to enter in to such agreement(s) that such agreement(s) must be approved by the local law enforcement's Chief Executive Officer; and

WHEREAS, pursuant to Section 5-9-30 of the Code of Laws of South Carolina as amended, etc., the Mayor under the mayor/council form of government, is the Chief Administrative Officer of the municipality; and

WHEREAS, the Mayor has indicated his approval of the Department of Public Safety entering into mutual aid agreements, but would desire that the Council also indicate their approval of such action.

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

1. The City, by and through the North Augusta Department of Public Safety, is specifically authorized to enter into mutual aid agreements in accordance with South Carolina Code Annotated Section 23-20-10, et seq, with the following law enforcement agencies:
 - a. Aiken Department of Public Safety
 - b. City of Edgefield Police Department
 - c. Edgefield County Sheriff's Office

2. John C. Thomas, Director of Public Safety is authorized to execute such documents on behalf of the City.

DONE, RATIFIED AND ADOPTED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH AUGUSTA, SOUTH CAROLINA, ON THIS THE 20TH DAY OF MARCH, 2017.

Lark W. Jones, Mayor

ATTEST:

Donna B. Young, City Clerk

extended into areas of operation that are located outside the geopolitical territorial limits of that party.

2. REQUEST FOR ASSISTANCE

The responding law enforcement officers may be requested in response to any public safety function across jurisdictional lines, such as multijurisdictional task forces, criminal investigations, patrol services, crowd control, traffic control and safety, and other emergency service situations. Assistance provided in this Agreement includes, but is not limited to:

- A. Emergency Situations;
- B. Civil Disorders;
- C. Natural or Manmade Disasters;
- D. Mass Processing of Arrests;
- E. Transporting of Prisoners;
- F. Operating Temporary Detention Facilities & Housing Inmates;
- G. Arrests;
- H. Pursuits of Criminal Suspects;
- I. Location of Missing Persons;
- J. Traffic Control and Safety;
- K. Criminal Investigations; or
- L. Any Other Matter Handled by Law Enforcement for that Particular Jurisdiction.

3. PRIMARY RESPONSIBILITY

It is agreed and understood that the primary responsibility of the parties to this Agreement is to provide law enforcement services within the geographical boundaries of their respective jurisdictions. Therefore, it is agreed that the law enforcement agency whose assistance is requested shall be the sole judge as to whether or not it can respond and to what extent it can comply with the request for assistance from the other agency.

4. PROCEDURE FOR REQUESTING LAW ENFORCEMENT ASSISTANCE

- A. Request. A request for assistance shall only be made by **the Director of Public Safety of North Augusta**, or his/her designee, or the **Director of Public Safety Aiken City** or his/her designee. This request shall include a description of the situation creating the need for assistance, the specific aid needed, the approximate number of law enforcement officers requested, the location to which law enforcement personnel are to be dispatched, and the officer in charge of such location.
- B. Reply. A reply to any request for assistance shall only be made by **the Director of Public Safety of North Augusta**, or his/her designee, or **the Director of Public Safety Aiken City**, or his/her designee. If the request is granted, the requesting law enforcement agency shall be

immediately informed of the number of law enforcement officers to respond.

- C. Officer in Charge. The responding law enforcement officers shall report to the officer in charge of the requesting law enforcement agency at the

designated location and shall be subject to the lawful orders and commands of that officer. The responding law enforcement officer shall exert their best efforts to cooperate with, and aid, the requesting law enforcement agency. The responding law enforcement officers shall be responsible at all times for acting within the policies and procedures set forth in the policy and procedure manual of the law enforcement agency by which they are regularly employed.

- D. Release. The responding law enforcement officers shall be released by the officer in charge when their services are no longer required or when they are needed to respond to a situation within the geographic boundaries of their own jurisdiction; provided however, the responding law enforcement officers shall use their best efforts to complete the requested service prior to being released.

5. PERSONNEL, COSTS AND RECORDS

Except as otherwise agreed among the parties, each party shall maintain control over its personnel. Except as otherwise provided herein, each party shall bear its own costs incurred in the performance of its obligations hereunder, and shall keep its own personnel and other usual records as to its assigned officers.

Any and all records of law enforcement activities conducted pursuant to this Agreement shall be the property of and maintained by the agency conducting the activity, including any incident reports, citations, photographs, or other images captured on any photographic or digital media. Nothing contained herein prohibits or precludes any participating agency from making or maintaining a copy of any such records referenced above.

6. REQUESTS FOR INFORMATION PURSUANT TO THE SOUTH CAROLINA FREEDOM OF INFORMATION ACT

Upon receipt, each agency participating in this Agreement must respond to requests for information pursuant to the South Carolina Freedom of Information Act.

7. COMPENSATION

This Agreement shall in no manner affect or reduce the compensation, pension, or retirement rights of any responding officer. Except as otherwise agreed, each party shall bear its own costs and expenses incurred in complying with this Agreement.

8. INSURANCE

Each party shall maintain such insurance coverage for general liability, workers' compensation, and other such coverage as may be required by law or deemed advisable by individual parties.

9. EMPLOYMENT STATUS

Nothing herein shall be construed or interpreted to imply that the law enforcement officers responding in accordance with this Agreement shall be the employees of the law enforcement agency requesting such assistance.

10. MODIFICATION OR AMENDMENT

This Agreement shall not be modified, amended, or changed in any manner except upon express written consent of the parties to this Agreement.

11. RESPONSIBILITY TO RESPECTIVE GOVERNING BODIES

Each party is responsible for any approval requirements to their respective governing body as may be required under South Carolina law.

12. SEVERABILITY

Should any part of this Agreement be found to be unenforceable by any court or other competent authority, then the rest shall remain in full force and effect.

13. BINDING SUCCESSORS IN OFFICE

All parties agree that any and all successors in interest to their offices will be similarly bound by the terms of this agreement without necessitating execution of any amendment.

14. NO INDEMNIFICATION OR THIRD PARTY RIGHTS

To the extent provided by law, the parties shall be solely responsible for the acts and omissions of their respective employees, officers, and officials, and for any claims, lawsuits and payment of damages that arise from activities of its officers. No right of indemnification is created by this agreement and the parties expressly disclaim such. The provisions of this agreement shall not be deemed to give rise to or vest any rights or obligations in favor of any rights or obligations in favor of any party or entity not a party to this agreement.

15. TERMINATION

This Agreement shall be terminated at any time upon written notice to the other party to this Agreement.

16. TERM AND RENEWAL

This Agreement is effective as to each party at the date and time of signing and will automatically renew each anniversary date, year to year, and term to term unless a party exercises its right to terminate as further described herein.

17. USE OF EQUIPMENT AND FACILITIES

Each party shall be responsible for the maintenance of its own equipment and shall be responsible for the procurement of facilities unless otherwise agreed upon by the parties.

IN WITNESS WHEREOF, these parties have set their hands and seals at the date set forth above.

NORTH AUGUSTA PUBLIC SAFETY

WITNESSES

John Thomas, Director

Witness

AIKEN DEPARTMENT OF PUBLIC SAFETY

Charles Barranco, Director

Witness

STATE OF SOUTH CAROLINA)
)
) LAW ENFORCEMENT
) ASSISTANCE AND SUPPORT AGREEMENT
COUNTY OF EDGEFEILD)

This agreement is made and entered into this 1st day of July, 2016, by and between the **Edgefield Police Department, 402 Main St, Edgefield, SC 29824** and the **North Augusta Public Safety, 400 East Buena Vista, North Augusta, SC 29841**.

WHEREAS, as amended on June 3, 2016, South Carolina Code Ann. Section 23-20-10, et seq., provides for contractual agreements between and among state, county, municipal and local law enforcement agencies for the purpose of providing the proper and prudent exercise of public safety functions across jurisdictional lines;

WHEREAS, the **Edgefield Police Department** desires to enter into such an agreement with the **North Augusta Public Safety** for the purposes of securing to each other the benefits of mutual aid in the event of natural disaster, disorder, special events, emergency situations, and any other law enforcement activities;

WHEREAS, the purpose of this Agreement is to define the scope of such mutual aid and the responsibilities of the parties; and

WHEREAS, during these activities, it is possible that law enforcement officers will respond to, become involved with, and/or deal with emergency situations, civil disorders, arrests, natural or manmade disasters, pursuits of criminal suspects, location of missing persons, criminal investigations, and/or any other matter handled by law enforcement, and the requesting agency desires replying agency's officers to have lawful authority and jurisdiction to respond to, become involved with, and/or deal with these or any other situations which may arise during the presence of responding agency's officers in the requesting agency's jurisdiction.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, it is the intent of the parties to share jurisdiction under this written Agreement to the fullest extent permitted under South Carolina law and it is further agreed as follows:

1. VESTING OF AUTHORITY AND JURISDICTION

To the fullest extent permitted by the Constitution and the statutes of this State, officers assigned under the Agreement shall be vested with authority, jurisdiction, rights, immunities, and privileges outside his resident jurisdiction for the purpose of investigation, arrest, or any other activity related to the criminal activity for which the agreement is drawn. This Agreement is in no way intended to effect any other multi-jurisdictional agreement(s) which may exist between the agencies. The assistance to be rendered pursuant to this Agreement shall solely involve responding law enforcement officers from one party's jurisdiction to the other. When so responding, such law enforcement officers shall have all powers and authorities of law enforcement officers employed by the requesting jurisdiction. However, local ordinances adopted by a responding party's jurisdiction shall not be deemed

extended into areas of operation that are located outside the geopolitical territorial limits of that party.

2. REQUEST FOR ASSISTANCE

The responding law enforcement officers may be requested in response to any public safety function across jurisdictional lines, such as multijurisdictional task forces, criminal investigations, patrol services, crowd control, traffic control and safety, and other emergency service situations. Assistance provided in this Agreement includes, but is not limited to:

- A. Emergency Situations;
- B. Civil Disorders;
- C. Natural or Manmade Disasters;
- D. Mass Processing of Arrests;
- E. Transporting of Prisoners;
- F. Operating Temporary Detention Facilities & Housing Inmates;
- G. Arrests;
- H. Pursuits of Criminal Suspects;
- I. Location of Missing Persons;
- J. Traffic Control and Safety;
- K. Criminal Investigations; or
- L. Any Other Matter Handled by Law Enforcement for that Particular Jurisdiction.

3. PRIMARY RESPONSIBILITY

It is agreed and understood that the primary responsibility of the parties to this Agreement is to provide law enforcement services within the geographical boundaries of their respective jurisdictions. Therefore, it is agreed that the law enforcement agency whose assistance is requested shall be the sole judge as to whether or not it can respond and to what extent it can comply with the request for assistance from the other agency.

4. PROCEDURE FOR REQUESTING LAW ENFORCEMENT ASSISTANCE

- A. Request. A request for assistance shall only be made by **the Director of Public Safety of North Augusta**, or his/her designee, or the, **Chief of Edgefield Police Department** or his/her designee. This request shall include a description of the situation creating the need for assistance, the specific aid needed, the approximate number of law enforcement officers requested, the location to which law enforcement personnel are to be dispatched, and the officer in charge of such location.
- B. Reply. A reply to any request for assistance shall only be made by **the Director of Public Safety of North Augusta**, or his/her designee, or **the Chief of Edgefield Police Department**, or his/her designee. If the request is granted, the requesting law enforcement agency shall be

immediately informed of the number of law enforcement officers to respond.

- C. Officer in Charge. The responding law enforcement officers shall report to the officer in charge of the requesting law enforcement agency at the designated location and shall be subject to the lawful orders and commands of that officer. The responding law enforcement officer shall exert their best efforts to cooperate with, and aid, the requesting law enforcement agency. The responding law enforcement officers shall be responsible at all times for acting within the policies and procedures set forth in the policy and procedure manual of the law enforcement agency by which they are regularly employed.
- D. Release. The responding law enforcement officers shall be released by the officer in charge when their services are no longer required or when they are needed to respond to a situation within the geographic boundaries of their own jurisdiction; provided however, the responding law enforcement officers shall use their best efforts to complete the requested service prior to being released.

5. PERSONNEL, COSTS AND RECORDS

Except as otherwise agreed among the parties, each party shall maintain control over its personnel. Except as otherwise provided herein, each party shall bear its own costs incurred in the performance of its obligations hereunder, and shall keep its own personnel and other usual records as to its assigned officers.

Any and all records of law enforcement activities conducted pursuant to this Agreement shall be the property of and maintained by the agency conducting the activity, including any incident reports, citations, photographs, or other images captured on any photographic or digital media. Nothing contained herein prohibits or precludes any participating agency from making or maintaining a copy of any such records referenced above.

6. REQUESTS FOR INFORMATION PURSUANT TO THE SOUTH CAROLINA FREEDOM OF INFORMATION ACT

Upon receipt, each agency participating in this Agreement must respond to requests for information pursuant to the South Carolina Freedom of Information Act.

7. COMPENSATION

This Agreement shall in no manner affect or reduce the compensation, pension, or retirement rights of any responding officer. Except as otherwise agreed, each party shall bear its own costs and expenses incurred in complying with this Agreement.

8. INSURANCE

Each party shall maintain such insurance coverage for general liability, workers' compensation, and other such coverage as may be required by law or deemed advisable by individual parties.

9. EMPLOYMENT STATUS

Nothing herein shall be construed or interpreted to imply that the law enforcement officers responding in accordance with this Agreement shall be the employees of the law enforcement agency requesting such assistance.

10. MODIFICATION OR AMENDMENT

This Agreement shall not be modified, amended, or changed in any manner except upon express written consent of the parties to this Agreement.

11. RESPONSIBILITY TO RESPECTIVE GOVERNING BODIES

Each party is responsible for any approval requirements to their respective governing body as may be required under South Carolina law.

12. SEVERABILITY

Should any part of this Agreement be found to be unenforceable by any court or other competent authority, then the rest shall remain in full force and effect.

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All parties agree that any and all successors in interest to their offices will be similarly bound by the terms of this agreement without necessitating execution of any amendment.

14. NO INDEMNIFICATION OR THIRD PARTY RIGHTS

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15. TERMINATION

This Agreement shall be terminated at any time upon written notice to the other party to this Agreement.

16. TERM AND RENEWAL

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IN WITNESS WHEREOF, these parties have set their hands and seals at the date set forth above.

NORTH AUGUSTA PUBLIC SAFETY

WITNESSES

John Thomas, Director

Witness

EDGEFIELD POLICE DEPARTMENT

Ronnie Carter, Chief of Police

Witness

STATE OF SOUTH CAROLINA)
)
) LAW ENFORCEMENT
) ASSISTANCE AND SUPPORT AGREEMENT
COUNTY OF EDGEFEILD)

This agreement is made and entered into this 1st day of July, 2016, by and between the **Edgefield County Sheriff's Office, 215 Jeter St, Edgefield, SC 29824** and the **North Augusta Public Safety, 400 East Buena Vista, North Augusta, SC 29841.**

WHEREAS, as amended on June 3, 2016, South Carolina Code Ann. Section 23-20-10, et seq., provides for contractual agreements between and among state, county, municipal and local law enforcement agencies for the purpose of providing the proper and prudent exercise of public safety functions across jurisdictional lines;

WHEREAS, the **Edgefield County Sheriff's Office** desires to enter into such an agreement with the **North Augusta Public Safety** for the purposes of securing to each other the benefits of mutual aid in the event of natural disaster, disorder, special events, emergency situations, and any other law enforcement activities;

WHEREAS, the purpose of this Agreement is to define the scope of such mutual aid and the responsibilities of the parties; and

WHEREAS, during these activities, it is possible that law enforcement officers will respond to, become involved with, and/or deal with emergency situations, civil disorders, arrests, natural or manmade disasters, pursuits of criminal suspects, location of missing persons, criminal investigations, and/or any other matter handled by law enforcement, and the requesting agency desires replying agency's officers to have lawful authority and jurisdiction to respond to, become involved with, and/or deal with these or any other situations which may arise during the presence of responding agency's officers in the requesting agency's jurisdiction.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, it is the intent of the parties to share jurisdiction under this written Agreement to the fullest extent permitted under South Carolina law and it is further agreed as follows:

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extended into areas of operation that are located outside the geopolitical territorial limits of that party.

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3. PRIMARY RESPONSIBILITY

It is agreed and understood that the primary responsibility of the parties to this Agreement is to provide law enforcement services within the geographical boundaries of their respective jurisdictions. Therefore, it is agreed that the law enforcement agency whose assistance is requested shall be the sole judge as to whether or not it can respond and to what extent it can comply with the request for assistance from the other agency.

4. PROCEDURE FOR REQUESTING LAW ENFORCEMENT ASSISTANCE

- A. Request. A request for assistance shall only be made by **the Director of Public Safety of North Augusta**, or his/her designee, or the **Sheriff of Edgefield County** or his/her designee. This request shall include a description of the situation creating the need for assistance, the specific aid needed, the approximate number of law enforcement officers requested, the location to which law enforcement personnel are to be dispatched, and the officer in charge of such location.
- B. Reply. A reply to any request for assistance shall only be made by **the Director of Public Safety of North Augusta**, or his/her designee, or **the Sheriff Edgefield County**, or his/her designee. If the request is granted, the requesting law enforcement agency shall be immediately informed of the number of law enforcement officers to respond.

- C. Officer in Charge. The responding law enforcement officers shall report to the officer in charge of the requesting law enforcement agency at the

designated location and shall be subject to the lawful orders and commands of that officer. The responding law enforcement officer shall exert their best efforts to cooperate with, and aid, the requesting law enforcement agency. The responding law enforcement officers shall be responsible at all times for acting within the policies and procedures set forth in the policy and procedure manual of the law enforcement agency by which they are regularly employed.

- D. Release. The responding law enforcement officers shall be released by the officer in charge when their services are no longer required or when they are needed to respond to a situation within the geographic boundaries of their own jurisdiction; provided however, the responding law enforcement officers shall use their best efforts to complete the requested service prior to being released.

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NORTH AUGUSTA PUBLIC SAFETY

WITNESSES

John Thomas, Director

Witness

EDGEFIELD COUNTY SHERIFF'S OFFICE

Adell Dobey, Sheriff

Witness

