

ORDINANCE NO. 2026 -10
THIS ORDINANCE IS FOR THE PURPOSE OF AFFIRMING AN
AGREEMENT BETWEEN THE CITY OF NORTH AUGUSTA AND THE
BOARD OF VOTER REGISTRATION AND ELECTIONS
OF AIKEN COUNTY

WHEREAS, The City, following discussion with the Board of Voter Registration and Elections of Aiken County, has determined that it would be in the best interest of the City that such Aiken County Board take total responsibility for the City Election to be held on November 3, 2026; and,

WHEREAS, Pursuant to the State Statute that authorizes such transfer, specifically Title 5-15-145, requires that the Governing Bodies of the Municipality and County agree to the terms of the transfer by Ordinances related to the Agreement of the parties; and

WHEREAS, As an additional prevision within South Carolina Code of Laws Section 5-15-145 it is specifically provided that if such total responsibility is transferred that the Municipal Election Commission is abolished; and

WHEREAS, The City Council has reviewed the Proposed Agreement to be entered into by and between the City and the Board of Voter Registration and Elections of Aiken County, a copy of which is attached hereto and marked as Exhibit "A"; and

WHEREAS, The City Council following the review of all documentation and Code Requirements has determined that such transfer is appropriate and should be approved.

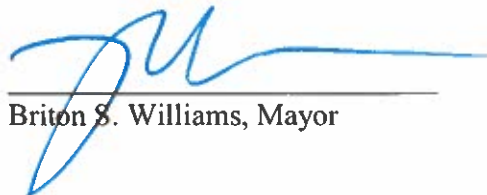
NOW, THEREFORE, BE IT ORDAINED by the City Council for the City of North Augusta, that:

1. That the Council does hereby approve the Agreement (Exhibit "A") and confirms the provisions of same as reached by the City Administrator pursuant to authority previously provided.
2. All other Ordinances or parts of other Ordinances in conflict herewith are to the extent of such conflict, hereby repealed.
3. This ordinance shall become effective immediately upon its adoption on second and final reading.

DONE, RATIFIED AND ADOPTED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH AUGUSTA, SOUTH CAROLINA, ON THIS 1st DAY OF JUNE, 2026.

First Reading 5/18/24

Second Reading 6/1/26



Briton S. Williams, Mayor

ATTEST:



Jamie Barton, City Clerk

EXHIBIT A

Sponsor(s) : County Council
First Reading : February 17, 2026
Second Reading : March 3, 2026
Public Hearing : March 17, 2026
Third Reading : March 17, 2026
Effective Date : March 18, 2026

I, Katelyn Gorby
Council Clerk, certify that this Ordinance was
published for a Public Hearing on 2/14/2026.

ORDINANCE NO. 26-03-13

COUNCIL ADMINISTRATOR FORM OF GOVERNMENT FOR AIKEN COUNTY

Approving the Terms of a Proposed Agreement Between the Board of Elections and Voter Registration of Aiken County and the City of North Augusta, South Carolina, for the Conduct of A Municipal Election to be Held on November 3, 2026.

WHEREAS:

1. In Ordinance No. 2026-04, adopted February 2, 2026, the City of North Augusta authorized its Administrator to enter into an agreement with the Board of Elections and Voter Registration of Aiken County ("Board") for the Board to conduct an election on the City's behalf to be held on November 3, 2026 (the "Election"); and
2. Pursuant to Ordinance No. 2026-02, also adopted on February 2, 2026, the City prescribed the dates and other matters relating to nominations, primaries, and other election-related matters; and
3. Subsection 5-15-145(A) of the South Carolina Code of Laws, 1976, as amended, provides that, "[m]unicipalities are authorized to transfer authority for conducting municipal elections to the county elections commission," and "[c]ounty elections commissions are authorized to conduct municipal elections"; and
4. Subsection 5-15-145(B) provides that, "[a]s a condition of the transfer of authority to conduct elections pursuant to this section, the governing bodies of the municipality and the county must agree to the terms of the transfer and enact ordinances embodying the terms of that agreement," and that, "[t]he municipal ordinance must state what authority is being transferred and the county ordinance must accept the authority being transferred";

NOW, THEREFORE, BE IT ORDAINED BY THE AIKEN COUNTY COUNCIL THAT:

1. The terms of the Agreement, provided the same is substantially in the form as set forth in Attachment A, appended to and made a part of this Ordinance, which prescribes, among other things, the scope of the transfer of authority to conduct the Election, the payment of Election costs, who will exercise operational control for the conduct of the Election, and limiting the County's obligation with respect to the Election and the agreement described herein to the County giving its consent to the terms of the agreement between the Board and the City prescribed in S.C.Code Ann. Section 5-15-145(B), are approved.
2. Council hereby waives any requirement that this Ordinance be referred to a committee of council or be recommended by a committee of council.

Adopted at the regular meeting of Aiken County Council on March 17, 2026.

ATTEST:

Katelyn Gorby
Katelyn Gorby, Council Clerk

SIGNED:

Gary Bunker
Gary Bunker, Chairman

REVIEWED BY:

Brad T. Farrar
Brad Farrar, County Attorney

COUNCIL VOTE: Unanimous

IMPACT STATEMENT: The Agreement referenced hereinabove calls for the City of North Augusta to pay for the costs of the election referenced in the Agreement, with no County funding therefor.

EXHIBIT A

additional funding, shall come from the City's Capital Project Fund not to exceed \$23,000.00, all as provided for in Ordinance No. 2026-04.

3. Operational Control. The Board shall retain all operational control for the conduct of the Election at all times.

4. Agreement of Governing Bodies. Pursuant to S.C.Code Ann. Subsection 5-15-145(B), this Agreement is contingent upon the governing bodies of the City and Aiken County agreeing to the terms of the transfer of authority from the City to the Board for conduct of the Election, and those governing bodies enacting ordinances embodying the terms of that agreement, with the municipal ordinance stating what authority is being transferred and the county ordinance accepting the authority being transferred to the Board by the City.

5. Entirety of Aiken County Obligation. Other than providing its consent to the terms of the agreement between the Board and the City prescribed in S.C.Code Ann. Section 5-15-145(B), the terms of which are set forth herein, Aiken County shall have no obligation with respect to the parties or to the Election arising from this Agreement.

6. Effective Date, Term, Termination. This Agreement shall commence on the date set forth above and shall continue until the Election has been conducted and funding described herein has been provided, unless terminated by either party upon such party giving thirty (30) days' written notice to the other party of its intent to terminate this agreement.

7. Notices. Any written notices under this Agreement shall be made by official email, mailing or hand delivering such notice to the parties at the following addresses:

To the Board: Board of Elections and Voter Registration of Aiken County
 1930 University Parkway
 Aiken, South Carolina 29801
 ATTN:

To the City: City of North Augusta
 ADDRESS:

 ATTN:

Such notice shall be deemed given upon being so officially emailed, mailed, or hand-delivered. The notice address may be changed from time-to-time by notice given pursuant hereto.

8. Effective Date; Termination. This Agreement shall become effective once signed by authorized representatives of the parties. This Agreement shall terminate upon certification of the Election results and payment by the City to the Board of all costs of the Election.

9. Amendment. This Agreement may be amended, modified or changed in writing as the parties may agree in writing.

10. Entire Agreement. This Agreement sets forth all the covenants, promises, agreements, conditions, and understandings between the parties, and there are no covenants, promises, agreements, conditions, or understandings, either oral or written, between them other than as are herein set forth. Except as herein otherwise provided, no subsequent alteration, amendment, change, or addition to this Agreement shall be binding upon the parties unless reduced to writing and signed by them.

EXHIBIT A

11. Severability. Should any portion, section, or subsection of this Agreement be held to be invalid by a court of competent jurisdiction, that fact shall not affect or invalidate any other portion, section or subsection, and the remaining portions of this Agreement shall remain in full force and effect without regard to the section, portion, or subsection or power invalidated.

12. Governing Law. This Agreement shall be construed under and governed by the laws of the State of South Carolina, and venue shall be in the circuit court in Aiken County, South Carolina.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

WITNESS:

BOARD OF ELECTIONS AND VOTER
REGISTRATION OF AIKEN COUNTY

Dana P. Miller
Dana B. Swan

MLR
By: GERRY L. DREW
Its: CHAIRMAN

WITNESS:

CITY OF NORTH AUGUSTA

Sal J. King
Janie Paul

James S. Clifford
By: James S. Clifford
Its: City Administrator