

RESOLUTION NO. 2021-06
AUTHORIZING THE CITY OF NORTH AUGUSTA
TO ENTER INTO A PROFESSIONAL SERVICES CONTRACT WITH THE LOWER
SAVANNAH COUNCIL OF GOVERNMENTS
TO PERFORM PLANNING SERVICES
FOR THE 2021 COMPREHENSIVE PLAN FIVE-YEAR UPDATE

WHEREAS, the City Council recognizes the importance of planning for the future growth and development of the City of North Augusta; and

WHEREAS, on August 7, 2017, the Mayor and City Council adopted the 2017 City of North Augusta Comprehensive Plan pursuant to the Comprehensive Planning Enabling Act of 1994 as recommended by the North Augusta Planning Commission; and

WHEREAS, pursuant to Section 6- 29- 510(e) of said act, the Comprehensive Plan should be reviewed, not less than every five (5) years, to determine whether changes in the amount, kind or direction of development of the area or other reasons make it desirable to make additions or amendments to the Plan. The Comprehensive Plan, including all elements of it, must be updated every ten (10) years; and,

WHEREAS, the City Council previously approved funds for a capital projects request in 2020 for a planning consultant to assist in the development of a five year comprehensive plan update; and

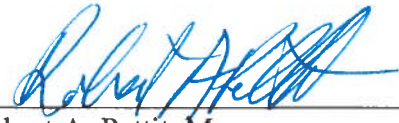
WHEREAS, the City of North Augusta desires to retain the services of the Lower Savannah Council of Governments to provide services related to the evaluation and update of the 2017 City of North Augusta Comprehensive Plan; and

WHEREAS, the Lower Savannah Council of Governments is able to provide this update as qualified professionals and it is in the best interest of the City to use an intergovernmental agreement with the Lower Savannah Council of Government to complete this update; and

NOW THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of North Augusta, South Carolina, in meeting duly assembled and by the authority thereof that the City is authorized to enter into professional services contract with the Lower Savannah Council of Government to provide comprehensive plan update services.

BE IT FURTHER RESOLVED that the City Administrator is authorized to execute such documents as necessary to enter into said contract for an amount not to exceed \$25,000, paid from existing Capital Project Funds.

DONE, RATIFIED AND ADOPTED BY THE MAYOR AND CITY
COUNCIL OF THE CITY OF NORTH AUGUSTA, SOUTH CAROLINA, ON THIS 1st
DAY OF March, 2021.



Robert A. Pettit, Mayor

ATTEST:



Sharon Lamar
City Clerk



AGREEMENT

TO PREPARE 5-YEAR Review UPDATE OF THE COMPREHENSIVE PLAN for the CITY of North Augusta, SOUTH CAROLINA

THIS AGREEMENT, entered into this _____ day of _____, 2021, by and between the City of North Augusta, (hereinafter called the "CITY"), and the Lower Savannah Council of Governments, (hereinafter called the "CONTRACTOR");

WHEREAS, in 1994 the South Carolina General Assembly passed the "South Carolina Local Government Comprehensive Planning Enabling Act" S.C. Code Section 6-29-310 through 6-29-1200, and

WHEREAS, all counties and municipalities with planning programs must make their plans and ordinances conform with the provisions of the 1994 Act, and

WHEREAS, the 1994 Act retained the comprehensive plan as the essential first step of the planning process, and

WHEREAS, the 1994 Act, Article 1, Section 6-29-340, states that it is the function and duty of the Planning Commission to undertake a continuing planning program for the physical, social and economic growth, development, and redevelopment of the area within its jurisdiction, and

WHEREAS, said plans and programs must be designed to promote public health, safety, morals, convenience, prosperity, or the general welfare as well as the efficiency and economy of its area of jurisdiction, and

WHEREAS, the specific planning elements of said plans and programs must be based upon careful and comprehensive surveys and studies of existing conditions and probable future development and include recommended means of implementation, and

WHEREAS, Article 1, Section 6-29-340 further states that in the discharge of its responsibilities, the Planning Commission has the power and duty to prepare and periodically revise plans and programs for the development and redevelopment of its area as provided in the 1994 Act.

WHEREAS, The City desires to engage the Contractor to render certain technical and professional services hereafter described:

NOW THEREFORE, the parties hereto do mutually agree as follows:

Section I EMPLOYMENT OF CONTRACTOR

The CITY hereby engages the CONTRACTOR and the CONTRACTOR hereby agrees to the services hereinafter set forth in connection with the terms, conditions, stipulations and general intent and Scope of Services as set forth in this document.

Section II SCOPE OF SERVICES

The CONTRACTOR will provide general planning assistance to the CITY related to the review and revisions of the City's Comprehensive Plan in keeping with requirements of the South Carolina Code Title 6, Chapter 29, South Carolina Local Government Comprehensive Planning Enabling Act of 1994.

Specifically, the CONTRACTOR will:

Review, with City Council, the planning commission and staff to determine potential changes in the 2017 North Augusta Comprehensive Plan, in the amount, kind, or direction of the development of the area or other reasons that would be desirable to make additions or amendments to the plan.

The CONTRACTOR will conduct a review of the Comprehensive Plan Elements as set forth below and as prescribed by the requirements of the "South Carolina Local Government Comprehensive Planning Enabling Act of 1994."

1. Review of the Comprehensive Plan elements will include the following nine elements, as they pertain to the 2017 North August Comprehensive Plan.

1. Population
2. Economic
3. Natural Resources
4. Historic and Cultural
5. Community Facilities
6. Housing
7. Transportation
8. Priority Investment Area
9. Land Use

2. Specifically, the CONTRACTOR will work with the City Council, the planning commission and staff to:

1. Review the elements with a focus on land use and development changes;
2. Review the elements for significant changes and provide updates;
3. Review Implementation Strategies and Timeframes.
4. Develop and prepare a draft of 2021 Review Supplemental to the Comprehensive Plan.

3. EXTRA SCOPE

The CITY may discover during development of deliverables a need for additional services beyond the specified scope of work of this agreement. It is agreed and understood by both parties to this agreement that when the CITY requires additional services not included in the original AGREEMENT the CONTRACTOR will request an AMENDMENT to this agreement. The AMENDMENT will specify the additional scope of work, associated cost and any additions to the timeline.

It is agreed and understood by the parties to this agreement that the CONTRACTOR will request an AMENDMENT to this AGREEMENT when the timeline has exceeded the original duration due to circumstances beyond the CONTRACTORS control (e.g. City not responding in a timely manner, delays in forming Planning Commission, Planning Commission not meeting on a regular bases, etc.). Additional time and cost will be requested at a rate not less than the current rate of \$60 per hour.

Any AMENDMENT must be in writing, agreed upon and signed by the legal authorizing authority of both parties.

Section III PERFORMANCE AND COMPENSATION

All final documents, maps and related services shall be completed within eight (8) months of the date of execution of this agreement unless otherwise mutually agreed by both parties, and **with the understanding that work will commence no earlier than _____.**

For preparation of the documents and related services included in the Scope of Services listed in this agreement, the CITY agrees to pay the CONTRACTOR an amount not to exceed **\$25,000**. The payment schedule is as follows:

An initial payment in the amount of **\$10,000** upon execution of the agreement.

A payment in the amount of **\$10,000** for the completion of work through the fourth (4) month after the date of the signed agreement.

A final payment in an amount not to exceed **\$15,000** upon completion of the final presentation to the planning commission for a recommendation and, if needed, a public hearing/first reading presentation to Council.

This would also include delivery of seven (7) hard copies of the 2021 Review Supplemental to the 2017 Comprehensive Plan as well as any updated maps developed from the process. It is further agreed and understood by the parties to this agreement that the CONTRACTOR will not request payment of any amount in excess of the actual cost incurred in performance of the services set forth in this contract should actual cost be less than the contract amount nor shall the CONTRACTOR request payment in excess of



the agreed contract amount should actual cost exceed the total contract amount set forth herein.

It is agreed and understood by the parties to this agreement that the CONTRACTOR and/or CITY may request an AMENDMENT to this AGREEMENT in accordance to Section II item 3 Extra Scope.

City of North Augusta Comprehensive Plan 5-Year Review Updates	COST	HOURS	%
COMPREHENSIVE PLAN (Elements) :	\$13,335.00	200	54
Population			
Economic			
Natural Resources			
Historic and Cultural			
Community Facilities			
Housing			
Transportation			
Priority Investment Area			
Land Use			
MAPS: (GIS support staff, travel and mapping materials) Potential Updates to existing maps	\$6,665.00	100	26
Transportation Map			
Water and Sewer Infrastructure Map			
Current Land Use Map			
Future Land Use Map			
Priority Investment Area Map			
ADMINISTRATION: (time, travel, printing and materials)	\$5,000.00	75	20
Meet with City Council (2) (as needed, not to exceed 2 meetings)			
Attend PC meetings (As needed not to exceed 4 meetings. Additional meetings will result in additional cost at \$60 per hour, may require prep time and travel)			
Coordinate and facilitate public hearing (one (1) required)			
Final editing of documents(not to exceed 2 times and must be within agreement timeframe)			
Printing of 7final copies and submit 1 digital to administrator and 1 digital PC chair.			
PROJECT Totals:	\$25,000.00		100%



Section IV TERMINATION FOR CONVENIENCE CLAUSE

This Agreement may be terminated by either party at any time for any reason by giving the other party at least a thirty (30) days advance notice in writing. If the contract is terminated by the CITY as provided herein, the CONTRACTOR will be paid for the work completed as of the date of termination.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the _____
day of _____, 2021.

ATTEST:

CONTRACTOR

Signature

William Molnar, PhD. _____
Name

Executive Director _____
Title

Witness

Signature

Name

Title

UNIT OF GOVERNMENT

Signature

Name

City Administrator _____
Title

Witness

Signature

Name

Title