



DISCUSSION ITEMS FOR
JULY 18, 2022
CITY COUNCIL MEETING

The documentation provided herewith consists of advance draft materials for review by Mayor and City Council. Such documents may be revised prior to the actual Council meeting before any formal consideration of same by Mayor and City Council. Said documents may also be revised by way of a proper amendment made at the Council meeting. These documents are informational only and not intended to represent the final decision of the Council.



Interoffice Memorandum

TO: Mayor and City Council

FROM: Jim Clifford, City Administrator

DATE: July 15, 2022

SUBJECT: Regular City Council Meeting of July 18, 2022

REGULAR COUNCIL MEETING

ITEM 5. PROCLAMATIONS: Parks and Recreation Month – July 2022

PROCLAMATION

PARKS AND RECREATION MONTH

***WHEREAS**, parks and recreation programs are an integral part of communities throughout this country, including North Augusta, South Carolina; and*

***WHEREAS**, our parks and recreation are vitally important to establishing and maintaining the quality of life in our communities, ensuring the health of all citizens, and contributing to the economic and environmental well-being of a community and region; and*

***WHEREAS**, parks and recreation programs build healthy, active communities that aid in the prevention of chronic disease, provide therapeutic recreation services for those who are mentally or physically disabled, and also improve the mental and emotional health of all citizens; and*

***WHEREAS**, parks and recreation programs increase a community's economic prosperity through increased property values, expansion of the local tax base, increased tourism, the attraction and retention of businesses, and crime reduction; and*

***WHEREAS**, the City of North Augusta Parks and Recreation Department laid the foundation of fundamentals and sportsmanship in our youth who joined five North Augusta High School Varsity sports teams- Girls Basketball, Boys Soccer, Boys Golf, Girls Softball, and Boys Track and Field- to compete in 2022 Class 4A State Playoffs with the Girls Softball team and the Boys Track and Field High Jump participant bringing home State Championships; and*

WHEREAS, the City of North Augusta recognizes the many benefits derived from parks and recreation resources.

NOW THEREFORE, BE IT RESOLVED BY the Mayor and City Council of the City of North Augusta, South Carolina that July 2022 is recognized as Park and Recreation Month in the city of North Augusta.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of North Augusta, South Carolina, to be affixed this 18th day of July, 2022.

ITEM 6. COMMUNITY PROMOTION: Keep Aiken County Beautiful Collective Impact Award

At the “Keep Aiken County Beautiful: Affiliate Birthday and Volunteer Luncheon” on Friday, June 17, 2022 the City of North Augusta was presented with the Community Impact Award. The Community Impact Award is for a business, school, civic group, organization or municipality that has shown support for Keep Aiken County Beautiful initiatives in a BIG way! The recipient of this award has done at least one of the following: donated to beautification efforts, coordinated and conducted litter pickups, participated in a KASB community cleanup, beautification project or other event. Michael Canady, Environmental Technician, represented the City by attending the luncheon and receiving the trophy for delivering commendable results by leveraging the power of collaboration during the first ever “CSRA Trash Bash at the Border” in Aiken County in 2021. Michaela was also instrumental in organizing and facilitating the inaugural event.

ITEM 7. ANNEXATION: Ordinance No. 2022-10 – To Change the Corporate Limits of the City of North Augusta by Accepting the Petition Requesting Annexation by the Landowners and Annexing ±.25 Acres of Property at 205 Thaxton Court and Owned by Lucyjoy Investments, LLC; Ordinance – Second Reading

An ordinance has been prepared for Council’s consideration on second reading to change the corporate limits of the City of North Augusta by accepting the petition requesting annexation by the landowners and annexing ±.25 acres of property located at 205 Thaxton Court and owned by Lucyjoy Investments, LLC.

Please see ATTACHMENT #7 for a copy of the proposed ordinance.

ITEM 8. PLANNING AND DEVELOPMENT: Ordinance No. 2022-11 – To Approve the General Development Plan for the 1368± Acre Highland Springs Planned Development Generally Located East of US 25 and South of Ascauga Lake Road; Ordinance – First Reading

An ordinance has been prepared for Council’s consideration on first reading to approve the General Development plan for Highland Springs Planned Development generally located east of US 25 and south of Ascauga Lake Road.

Please see ATTACHMENT #8 for a copy of the proposed ordinance and supporting documents.

ITEM 9. PLANNING AND DEVELOPMENT: Resolution No. 2022-31 – Authorizing the City of North Augusta to Enter into a Professional Engineering Services Contract with Kimley-Horn and Associates, Inc. to Perform Design Services for the Georgia Avenue Traffic Calming and Pedestrian Access Study

A resolution has been prepared for Council's consideration authorizing the City to enter into a Professional Engineering Services Contract with Kimley-Horn and Associates, Inc. to perform design services for the Georgia Avenue Traffic Calming and Pedestrian Access Study.

Please see ATTACHMENT #9 for a copy of the proposed resolution and supporting document.

ORDINANCE NO. 2022-10
TO CHANGE THE CORPORATE LIMITS OF THE CITY OF NORTH AUGUSTA
BY ACCEPTING THE PETITION REQUESTING ANNEXATION BY THE
LANDOWNERS AND ANNEXING ± 0.25 ACRES OF PROPERTY LOCATED
AT 205 THAXTON CT AND OWNED BY LUCYJOY INVESTMENTS, LLC

WHEREAS, Section 5-3-150(3) of the Code of Laws of the State of South Carolina provides that: "Notwithstanding the provisions of subsections (1) and (2) of this section, any area or property which is contiguous to a municipality may be annexed to the municipality by filing with the municipal governing body a petition signed by all persons owning real estate in the area requesting annexation. Upon the agreement of the governing body to accept the petition and annex the area, and the enactment of an ordinance declaring the area annexed to the municipality, the annexation is complete"; and

WHEREAS, the Mayor and City Council of the City of North Augusta, have reviewed the petition of the landowners requesting that their property be annexed into the City and determined that such Petition should be accepted and the property annexed into the City; and

WHEREAS, the zoning classification recommended for the properties proposed for annexation has been reviewed for consistency with the Future Land Use Classification of the properties as specified in the Land Use Element of the North Augusta 2017 Comprehensive Plan;

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 Council hereby accepts the Petition for Annexation as submitted by the Property owner.
- II. The following described property shall be annexed into the City of North Augusta:

All those certain pieces, parcels or tracts of land with any improvements thereon, situate, lying and being partially in the City of North Augusta, in the County of Aiken, State of South Carolina and being shown and designated as Lot 11, Block C of Bradley Terrace Subdivision all as shown upon a plat of said Subdivision recorded in the Office of the RMC for Aiken County, South Carolina in Plat Book 4 at Page 138. Reference is hereby made to said plats for a more complete and accurate description as to the metes, bounds and exact location of the within conveyed property.

Derivation: Being the same property conveyed to Key & Basket Investments, LLC by Deed from Bradleyville, LLC dated 03/15/2007, recorded on 03/26/2007 in Book 4126, Page 676, in the Office of the Register of Deed for Aiken County, South Carolina.

Parcel No: 012-14-06-072

The property to be annexed is also shown on a map identified as "Exhibit A" titled "Map of Property Sought to be Annexed to the City of North Augusta" prepared by the City of North Augusta.

- III. The zoning classification shall be R-7, Small Lot Single-Family, as shown on a map identified as "Exhibit B" titled "R-7 Zoning of Property Sought to be Annexed to the City of North Augusta" dated May 25, 2022, and prepared by the City of North Augusta.
- IV. All Ordinances or parts of Ordinances in conflict herewith are, to the extent of such conflict, hereby repealed.
- V. 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 _____ DAY OF _____, 2022.

First Reading: _____

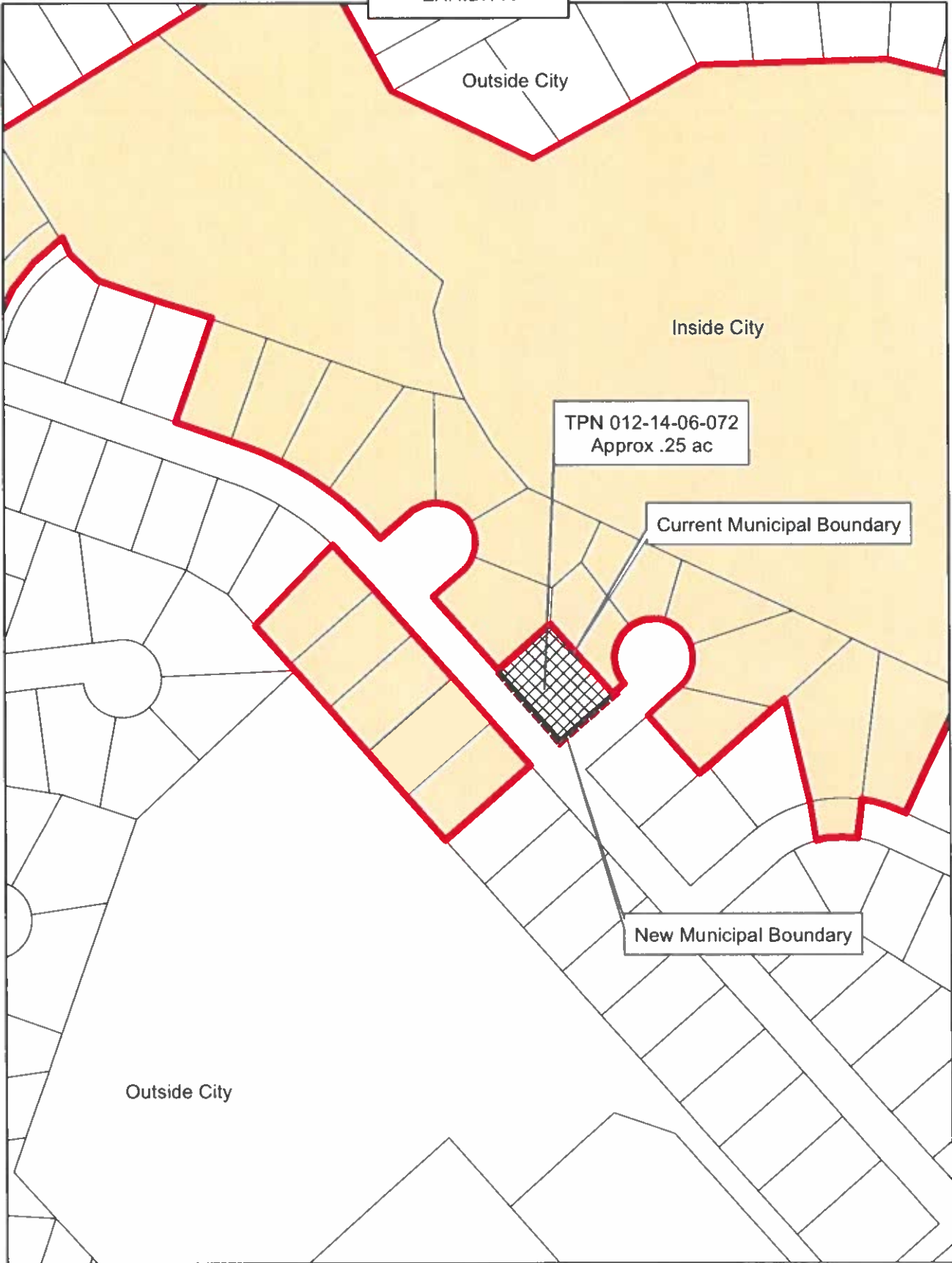
Second Reading: _____

Briton S. Williams, Mayor

ATTEST:

Sharon Lamar, City Clerk

EXHIBIT A



ANX22-002
MAP OF PROPERTY
SOUGHT TO BE ANNEXED
TO THE CITY OF NORTH AUGUSTA

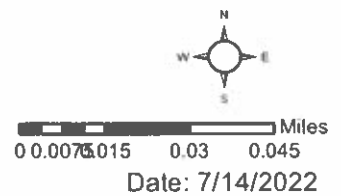
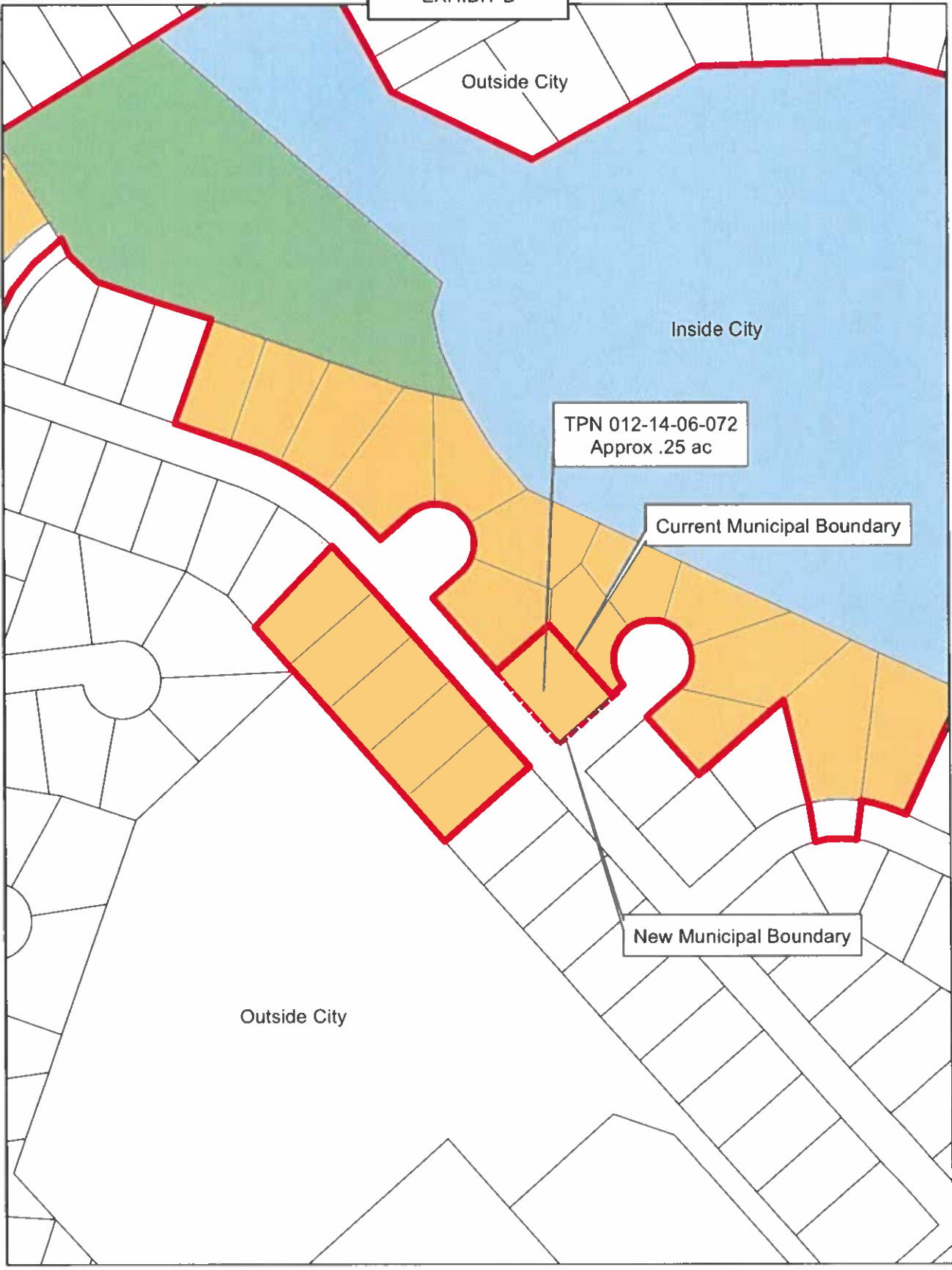
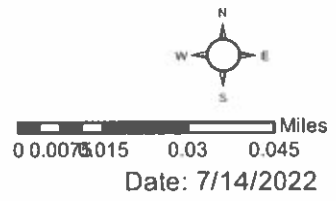


EXHIBIT B



ANX22-002
R-7 ZONING OF PROPERTY
SOUGHT TO BE ANNEXED
TO THE CITY OF NORTH AUGUSTA



ORDINANCE NO. 2022-11
TO APPROVE THE GENERAL DEVELOPMENT PLAN
FOR THE 1,368± ACRE HIGHLAND SPRINGS PLANNED DEVELOPMENT
GENERALLY LOCATED EAST OF US 25 AND SOUTH OF ASCAUGA LAKE ROAD

WHEREAS, within the guidelines of the North Augusta Zoning and Development Standards Ordinance, a major modification of the General Development Plan authorized by Ordinance 2001-05 for property within a designated Planned Development zone (PD) and such major modification requires Planning Commission review and subsequent recommendation to City Council for review and approval; and

WHEREAS, an application has been received from Hunter 34, LLC requesting approval for a major modification of a General Development Plan for a tract of land zoned Planned Development (PD) containing 1,368± acres located generally east of US 25 and south of Ascauga Lake Road; and

WHEREAS, the developer, Hunter 34, LLC, of Spartanburg, South Carolina proposes a mixed use development on seven tracts in twenty-five phases; and

WHEREAS, the North Augusta Planning Commission, at its January 25, 2001 regular meeting, reviewed the subject application and voted to recommend that City Council approve the General Development Plan for the 1,368± acre Highland Springs Planned Development.

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 General Development Plan for the 1,368± acre Highland Springs Planned Development is hereby approved as outlined below and as shown on the attached plat and identified as 'Exhibit A' as prepared by Cranston Engineering Group, PC, dated May 9, 2022, and revised on May 27, 2022. The General Development Plan Narrative for Highland Springs as prepared by Cranston Engineering Group, PC, dated October 2000, revised January 2001 and May 2022, attached hereto as 'Exhibit B', represents the intent of Hunter 34, LLC, and addresses the requirements of the Zoning and Development Standards Ordinance for a Planned Development.
 - A. Scope of Development: The scope of development described in the General Development Plan for the Highland Springs Planned Development and described herein shall be the maximum level of development allowed. The land uses permitted in the Highland Springs Planned Development shall be limited to those described in this ordinance.
 1. Minor Modifications: Minor modifications to the development plan and program for valid land use planning reasons, i.e. mix of uses, number and location of buildings, development schedule, setbacks, parking, and landscaping, etc., may be approved by the Planning Commission at the time of concept plan approval for a tract, subdivision approval for any portion of a tract or site plan approval for an individual parcel.
 2. Flex Units: Up to five (5%) percent of the total residential density allocated to a tract may be deducted from the total permitted for that tract and redistributed

to one or more other tracts provided the total density of a flex unit recipient tract is not increased by more than ten (10%) percent. Tracts B, Village Center, and G, General Commercial, may be the recipients of flex units.

B. Development Program:

<u>Plan Designation</u>	<u>Former Tract Designation</u>	<u>Description</u>	<u>Area in Acres</u>	<u>Maximum Density / Intensity</u>	<u>Average Density</u>
A	A, B, C	Heavy Commercial / Light Industrial	257	17,424 sf per acre (40%)	N/A
B	D	Village Center	25	21,780 sf per acre (50%)	N/A
C	F, G, H	Mixed-Residential	569	8 dua	4 dua
D	E, I	Mixed Residential	198	15 dua	6 dua
E	J	Mixed Residential	156	15 dua	6 dua
F	K	Greenspace	143	3 dua	1.5 dua
G	L	General Commercial	20	21,780 sf per acre (50%)	N/A

Development Program Definitions:

Dua – dwelling units per acre

Maximum density – The maximum number of units that may be constructed per acre on a parcel or in a single subdivision excluding open space.

Average Density – The total number of units that may be constructed per gross acre.

Total Density – The total number of units that may be constructed on a tract.

Intensity – The total number of gross square feet of non-residential building that may be constructed per acre.

C. Permitted Uses:

<u>Plan Designation</u>	<u>Former Tract/ Designation</u>	<u>Description</u>	<u>Uses</u>
A	A, B, C	Heavy Commercial / Light Industrial	Permitted – Professional, medical and financial office; Educational Institutions (primary through graduate, public and private); Churches, places of worship, religious institutions; Bed and breakfast inns; Hotels and motels; Restaurants and fast food;

			<p>Commercial trade and technical schools; General business services including duplicating, printing, mailing services, blueprinting, film development; Public and private transportation services and facilities; Commercial recreation; Commercial or public parking; Armories including military training; Auto and truck sales and rental including indoor repairs and disassembly; Light assembly of premanufactured parts – wholesale and retail; Distribution businesses – wholesale and retail; Light manufacturing including processing and assembly; Research laboratories; Warehousing; Primary, secondary and convenience retail; and Accessory uses to any permitted use.</p> <p><u>Prohibited</u> – Heavy manufacturing; hazardous material storage; salvage operations; adult entertainment; outdoor sales and service of any construction material or heavy equipment; any outdoor storage or sales other than auto and truck sales. For all uses noise, odor, vibration, glare, vapor, fumes, dust, etc. shall meet or exceed the performance standards prescribed in the applicable Development Codes in effect when submitted for site plan approval.</p>
B	D	Village Center	<p><u>Permitted</u> – Professional, medical and financial office; primary, secondary and convenience retail, restaurant; child day care facility; laundry; and multi-family residential flex units above the first floor if allocated.</p> <p><u>Prohibited</u> – Drive-through retail, gasoline service stations and auto oriented businesses.</p>
C	F, G, H,	Mixed Residential	<p><u>Permitted</u> – Single-family residential including detached patio homes; townhouses; neighborhood commercial as permitted in the Village Center; schools and</p>

			churches. Accessory uses to any permitted use.
D	E, I	Mixed Residential	<u>Permitted</u> – Multi-family residential including duplexes, townhouses, apartments, condominiums, single-family, and education. Accessory uses to any permitted use.
E	J	Mixed Residential	<u>Permitted</u> – Single-family residential including detached patio homes; townhouses; neighborhood commercial as permitted in the Village Center; schools and churches. Accessory uses to any permitted use.
F	K	Green Space	<u>Permitted</u> – Single-family detached residential; townhouses; condominiums; commercial recreation. Accessory uses to any permitted use.
G	L	General Commercial	<u>Permitted</u> – Any uses permitted in the General Commercial District and accessory uses to any permitted use as prescribed in the applicable Development Code in effect at the time of plan submittal. Multi-family residential flex units above the first floor will be permitted if allocated.

D. Development Standards: Applicable to individual parcel site plans.

Minimum Setbacks						
Use	Front (Feet)	Rear (Feet)	Side (Feet)	Height (Feet) (Max.)	Impervious Area (Max.)	Open Space (Min.)
General Commercial	25	20	10	45	75%	25%
Light Industrial	50	25	25	60	65%	25%
Commercial Recreation	50	25	25	35	35%	85%
Village Center	25	20	10	45	80%	20%
Residential						

- Single Family	20	20	5	40	N/A	N/A
- Patio Homes	20	20	0/8	35	50%	10%
- Duplexes	20	20	0/8	35	50%	10%
- Townhouses	20	20	0/10	40	60%	20%
- Condominiums	20	20	0/20	50	60%	20%
- Apartments	20	35	30	50	60%	25%

E. Plan Approval Process: subsequent to the adoption of this ordinance the following plan approval steps shall be required in the order listed prior to the issuance of any building permits.

1. Master Utility Plan – Master plans for water distribution, sewage collection and stormwater drainage and detention shall be developed in conjunction with the City Utilities Department and City Engineer and approved prior to or coincidental with the initial tract concept plan. The level of detail provided in the master utility plans shall be determined by the Project Engineer, City Engineer and Utilities Director.
2. Wetlands Delineation and Mitigation – A wetlands delineation, permit and any mitigation plans approved by SCDHEC and the US Army Corps of Engineers shall be submitted prior to or coincidental with a Concept Plan for any Tract that contains jurisdictional wetlands.
3. Tract Concept Plan – A concept plan for each tract identified in the General Development Plan shall be prepared for Planning Commission review and approval prior to or coincidental with the first preliminary plat application for each tract. The tract concept plan shall include an overall circulation system design, utility systems designs, anticipated mix and intensity/density of uses, proposed or draft master covenants and restrictions for the tract, and buffer delineation. The tract concept plan must indicate how the development of the tract will interrelate with the other tracts in the Highland Springs development.
4. Preliminary Plat – Preliminary plats for sections or phases of each tract will be processed and reviewed in accordance with the applicable provisions of the Development Code in effect at the time of submittal, this ordinance and the General Development Plan Narrative for Highland Springs
5. Final Plat – Final plats for sections or phases of each tract will be processed and reviewed in accordance with the applicable provisions of the Development Code in effect at the time of submittal and the approved preliminary plat.
6. Site Plan – Site Plans for individual parcels approved in a final plat for any portion of a tract will be processed and reviewed in accordance with the applicable provisions of the Development Code in effect at the time of submittal, this ordinance and the General Development Plan Narrative for Highland Springs.
 - 6.a. The development will be mass graded to accommodate the density of commercial and residential units as approved in PD.

- 6.b Lot sizes are not defined for the Highland Springs Development. The lot size will be a function of the maximum and average densities as provided, herein. Townhomes will have a minimum lot width of 20 feet.
- 7. Architectural Standards
 - 7.a Concrete slab construction is allowed.
 - 7.b Exterior construction for the residential uses include masonry, fiber cement siding, and vinyl siding or any combination thereof.
 - 7.c Garages
 - 7.c.1 Single Family, detached, garage size, placement, and access will be decided and regulated by the developer and/or builder.
 - 7.c.2 Townhome and multi-family, front loaded garages will be allowed as follows: for units less 24 feet in width an 8 foot garage is allowed; for units greater than or equal to 24 feet in width a 16 foot garage is allowed.
- F. Land Dedication: Land dedicated to the City in conjunction with the development will include road rights-of-way, utility lift stations, utility easements and riparian buffers in accordance with the applicable provisions of the Development Code in effect and the time of dedication. The Contract for Services and Annexation between the Blanchard Tract property owners and the City dated May 7, 1985 and the General Development Plan Narrative for Blanchard Park also address the land to be dedicated to the City. Additional dedications will include:
 - 1. Public Safety Facility – Three and one half (3½) acres.
 - 2. Parks – Appropriate land for neighborhood parks in the ratio of not less than seven hundred (700) square feet per gross acre of residential development in the locations generally shown on the General Development Plan. Land to be dedicated for parks shall be located in close proximity to residential areas, may be located within or adjacent to required buffers, and should be located on pedestrian walkways and trails. The location of land to be dedicated shall be determined mutually by the City and Hunter 34, LLC at the time of Tract Concept Plan submission. Parks shall be developed by the City.
- G. Vehicular Access and Circulation: Primary access to the Highland Springs Development shall be via US 25 and Interstate 520 along the spine road to Old Sudlow Lake Road. . Additional access to the several residential tracts will be provided via Old Sudlow Lake Road. Interconnectivity between the various tracts of the development and between the development and neighboring tracts and subdivisions shall be provided wherever feasible and practicable. Truck traffic from the light industrial and commercial tracts through the residential tracts or through adjacent residential areas will be discouraged through roadway, access and circulation system design.
- H. Pedestrian Circulation: All roads in the development shall include pedestrian paths on each side. For the majority of the site this will be concrete sidewalks, however, a multi-use trail will be provided on one side of the arterial road and connector roads in lieu of the concrete sidewalk. This will provide interconnectivity between the various residential tracts with each other, the Village Center Tract, the General Commercial Tract, parks, commercial recreation uses and any other pedestrian trails in the vicinity.

- I. Buffers and Landscaping: Landscaped buffers, site landscaping and parking lot landscaping shall be provided in the development as described herein. Landscaping and buffer requirements and standards applicable to each use and tract of the development and not otherwise prescribed in the General Development Plan or this ordinance shall be as prescribed the applicable Development Code in effect at the time of plan submittal. All buffers shall be landscaped with existing natural vegetation or new plant material or both to create a visually impenetrable screen. Title to the required buffers shall be retained by a property owners' association or deed-restricted to prevent a change of use. Minimum buffer requirements between tracts and uses are:
 1. Light Industrial / Residential – Not less than fifty (50) feet of landscaped buffer shall be provided on all Light Industrial tracts as separation from all residential, open space, Village Center and commercial recreation tracts and uses, both internal and external to Highland Springs.
 2. Residential / Residential – Not less than forty (40) feet of landscaped buffer shall be provided as separation between residential tracts, both internal and external to Highland Springs.
 3. Spine Road – The two-lane divided primary roadway in the development (Arterial Road on the General Development Plan shall be bordered by a landscaped setback/buffer within the Mixed-Residential (Pod C) tracts of not less than forty (40) feet. In all other tracts the landscaped setback/buffer from the spine road shall be not less than twenty-five (25) feet.
 4. US 25 – The landscaped setback/buffer from US 25 shall be not less than twenty-five (25) feet in accordance with the provisions of the Highway Corridor Overlay District.
- K. Parking Requirements: All uses shall provide on-site parking as required by the Development Code in effect when submitted for approval. The Planning Commission may approve or require less than the minimum specified by the applicable code when an adequate shared parking supply is available and when desirable to minimize or reduce impervious surfaces.
- L. Applicable Standards for Review: The information contained in the General Development Plan and the General Development Plan Narrative for Highland Springs shall supplement the provisions of this ordinance and shall be used in the review of tract concept, subdivision and site plans for projects within Highland Springs. In the event of a conflict between the provisions of this ordinance and the content of the General Development Plan or the General Development Plan Narrative for Highland Springs, the provisions of this ordinance shall prevail. General design criteria and development standards (parking, landscaping, etc.) applicable to each phase of the development and not otherwise prescribed in the General Development Plan, the General Development Plan Narrative or this ordinance shall be as prescribed in the Development Code in effect on the date of submittal.
- M. The Traffic Impact Analysis titled "Traffic Impact Study Highland Springs Development" for Cranston Engineering Group, PC dated May 18, 2022 is included in this ordinance by reference

II. All ordinances or parts of ordinances in conflict herewith are, to the extent of such conflict, hereby repealed.

III. This Ordinance shall become effective immediately upon its adoption on second reading.

DONE, RATIFIED AND ADOPTED BY THE MAYOR AND CITY COUNCIL OF
THE CITY OF NORTH AUGUSTA, SOUTH CAROLINA, ON THIS _____ DAY OF
_____, 2022

First Reading _____

Briton S. Williams, Mayor

Second Reading _____

ATTEST:

Sharon Lamar, City Clerk

Department of Planning and Development



Project Staff Report
PDM22-002 Highland Springs
Meeting Date: June 15, 2022

SECTION 1: PROJECT SUMMARY

Project Name	Highland Springs
Applicant	John Beeson/Hunter 34, LLC
Engineer	Cranston Engineering Group
Address/Location	roughly bound by Edgefield Rd, Ascauga Lake Rd, I-520, Belvedere-Clearwater Rd, and Blanchard Rd
Parcel Numbers	011-11-02-001, 011-10-07-006, and 022-17-01-001

SECTION 2: PLANNING COMMISSION CONSIDERATION

The Planning Commission is being asked to review a request for approval of a Planned Development General Development Plan for the proposed Bluegrass Place Planned Development based on NADC Section 5.7.

NADC 5.7 General Development Plans

5.7.3.4 The Department shall report its findings to the Planning Commission as to:

- a. Type of PD proposed, physical characteristics of the land, relation of the proposed development to surrounding areas and existing and probable future development.
- b. Relation to major roads, utilities and other facilities and services.
- c. Adequacy of evidence of unified control and suitability of any proposed agreements, contracts, deed restrictions, sureties, dedications, contributions, guarantees, or other instruments, or the need for such instruments, or for amendments in those proposed.
- d. Compliance of the general development plan with the provisions of this Chapter, the suitability of plans proposed, and the desirability of conditions on the approval, waivers, or amendments, if any, with reasons therefore.
- e. Desirable specific modifications in regulations or the Comprehensive Plan as applicable in the particular case based on determinations that such modifications are necessary or justified in the particular case. Any recommended modifications shall be supported by demonstration that the public purpose of the Comprehensive Plan, PD District or other regulations would be met to at least an equivalent degree.

5.7.3.5 Based on such findings, the Department shall recommend approval of the PD general development plan as proposed, approval conditioned on specific stated modifications, or denial with reasons therefore.

5.7.3.6 The Planning Commission shall have thirty (30) days from the Planning Commission meeting at which the PD general development plan application is considered to submit its report and recommendation on the application to the City Council.

5.7.3.7 The City Council shall consider the application within thirty (30) days from receipt of the Planning Commission's recommendation. Approval by the City Council shall be in the form of an ordinance approving the PD general development plan.

a. The City Council may approve the application as recommended by the Planning Commission, may approve the application with specific modifications or other applicable regulations, or may deny the application.

b. If amendment of the Comprehensive Plan or this Chapter is required, the City Council shall receive the recommendation of the Planning Commission within thirty (30) days but shall not take any action on the ordinance approving the PD general development plan until it has acted on the amendment of the Comprehensive Plan or this Chapter or both as necessary.

5.7.4 Approval Criteria-- In making its report, the Planning Commission should consider the following factors:

a. The relationship of the request to the Comprehensive Plan;

b. Whether the request violates or supports the Comprehensive Plan;

c. Whether the permitted uses would be appropriate in the area concerned; and

d. Whether adequate public facilities such as roads, water and sewer facilities, drainage facilities, and schools and other public services exist or can be provided to serve the needs of the development.

SECTION 3: PUBLIC NOTICE

Per NADC Table 5-1, a notice of the Planned Development General Development Plan request and scheduled date of the Planning Commission public hearing was mailed to property owners within 200 feet of the subject property on May 27, 2022. The property was posted with the required public notice on June 1, 2022. A public notice of the rezoning request and scheduled date of the Planning Commission public hearing was published in *The North Augusta Star* and on the City's website at www.northaugusta.net on June 1, 2022.

SECTION 4: SITE HISTORY

The subject parcels are currently vacant. Highland Springs is a planned mixed-use development formerly known as the Blanchard Tract or Blanchard Park. The Mayor and City Council of the City of North Augusta adopted Ordinance No. 2001-05 on March 19, 2001 approving the General Development Plan for Blanchard Park Planned Development. Since that time, the I-520/Bobby Jones Expressway project has been completed. A school site has been rezoned to P, Public Use and is currently under development.

The Planning Commission reviewed a Sketch/Concept Plan for the proposed Planned Development at the regular meeting of March 16, 2022. The applicant is now requesting changes to processes for site plans, architectural standards, mix of uses, parks, and buffers that warrant a major modification to the PD and additional review by the Planning Commission. Proposed uses include a village center, professional offices, general commercial and retail uses, light industrial, single-family and multi-family residential, and greenspace.

SECTION 5: EXISTING SITE CONDITIONS

	<u>Existing Land Use</u>	<u>Future Land Use</u>	<u>Zoning</u>
Subject Parcel	Vacant	Mixed Use/Low Density Residential	PD, Planned Development
North	Residential	Low Density Residential	RD, Residential Multi-Family Development; RC, Residential Single-Family Conservation (Aiken County, Outside City Limits)
South	Residential	Low Density Residential	RD, Residential Multi-Family Development; RUD, Rural Development, RC, Residential Single-Family Conservation (Aiken County, Outside City Limits)
East	Residential	Low Density Residential	AP, Agricultural Preservation; RUD, Rural Development (Aiken County, Outside City Limits)
West	Vacant	Low Density Residential	RD, Residential Multi-Family Development (Aiken County, Outside City Limits)

Access – The site currently has access to I-520 via the US-25 Connector, Ascauga Lake Road, Blanchard Road, Old Sudlow Lake Road, Edgefield Road, and Belvedere Clearwater Road.

Topography – The subject site has variable topography. Topography is steep in areas and generally drains to the wetlands located in the middle of the site. The property has streams and ponds on site that must be delineated.

Utilities – Water and wastewater lines currently run through the subject parcels. Wastewater is available at the northernmost portion of the property. A water line extends through the western portion of the parcel.

Floodplain and Environmental Conditions – The property is located in an area of minimal flood hazard.

Drainage Basin – The parcel is located in the Mims Branch Basin, the only remaining semi-undeveloped natural basin in North Augusta. The Mims Branch basin drains a large undeveloped area located off of Highway 25 from Ascauga Lake Road to Blanchard Road and is bordered by Old Sudlow Lake Road. This basin is considered a “representative basin” for City Stormwater sampling since it is in a relatively undeveloped area and is not impacted by industrial, commercial or residential use. The preliminary physical stream assessments at Mims Branch indicated that it effectively transports the current load of stormwater. Each segment assessed scored higher than other streams in the city due to the location of the stream, topography, and current land use which is mostly “undeveloped” wooded terrain. Water quality sampling results indicated that pollutant loads entering the stream were minimal.

SECTION 6: STAFF EVALUATION AND ANALYSIS

Section 5.7.3.4 of the NADC prescribes the issues and factors that must be taken into account by the staff and Planning Commission in the review of general development plans for proposed Planned Developments. The following discussion addresses each of the findings listed in the NADC.

1. *Type of PD proposed, physical characteristics of the land, relation of the proposed development to surrounding areas and existing and probable future development.*

The North Augusta Development Code requires Planned Development sites to be a minimum ten (10) acres in area. The subject property is over 1,300 acres in size. The proposed development includes light industrial uses adjacent to I-520. Commercial and professional

uses including a village center will be located along a spine road that will run roughly parallel to Blanchard Road. Mixed residential uses are concentrated on the eastern portion of the site, with primary access from Belvedere Clearwater Road at the Highland Springs Elementary/Middle School under construction. Based on the proposed uses, general layout proposed, the implementation of infill development and the interconnectivity of multiple developments with the existing infrastructure, the proposed project generally complements the existing and anticipated future mixed use development in the area.

2. *Relation to major roads, utilities and other facilities and services.*

Access to the parcel will be via a new road system extending from the US-25 connector and Blevedere-Clearwater Road into the subject parcel. City water and sanitary sewer must be extended into the site.

3. *Adequacy of evidence of unified control and suitability of any proposed agreements, contracts, deed restrictions, sureties, dedications, contributions, guarantees, or other instruments, or the need for such instruments, or for amendments in those proposed.*

The property is currently owned by Monterrey Development, LLC. Individual phases of the project will be developed independently and bound by the parameters of the approved general development plan. Construction is proposed on seven tracts completed in 25 phases.

4. *Compliance of the general development plan with the provisions of this Chapter, the suitability of plans proposed, and the desirability of conditions on the approval, waivers, or amendments, if any, with reasons therefore.*

Plans proposed at this time are adequate for the purpose of General Development Plan approval. The City has worked with the developer on the GDP narrative and ordinance revisions to ensure their suitability.

5. *Desirable specific modifications in regulations or the Comprehensive Plan as applicable in the particular case based on determinations that such modifications are necessary or justified in the particular case. Any recommended modifications shall be supported by demonstration that the public purpose of the Comprehensive Plan, PD District or other regulations would be met to at least an equivalent degree.*

The Comprehensive Plan identifies the majority of the property as Mixed Use on the Future Land Use Map and the proposed uses are consistent with the category. No modifications to the North Augusta Development Code, Official Zoning Map, or the Comprehensive Plan are necessary to approve and implement the Highland Springs General Development Plan.

Section 5.7.4 of the NADC, Approval Criteria, lists factors the Planning Commission should consider in making its report to the City Council.

1. *The relationship of the request to the Comprehensive Plan.*

The Future Land Use Element of the city's Comprehensive Plan classifies the property as Mixed Use. The Mixed Use classification allows for a variety of uses including most residential, commercial, institutional, government, and religious uses. Areas adjacent to major arterial corridors are appropriate for the mixed use classification and allows zoning districts with substantially different standards to be located adjacent to each other. The proposed development provides multi-family units, single family units, commercial uses, open space and a Greenway extension to I-520 through the use of multipurpose pathways along the spine roads. The proposed General Development Plan is consistent with the Future Land Use Element of the Comprehensive Plan.

2. *Whether the request violates or supports the Comprehensive Plan;*

Based on the proposed uses, general layout, the implementation of infill development and the interconnectivity of multiple developments with the existing infrastructure, the proposed project generally supports the goals of the Comprehensive Plan. Section 6.2 of the Comprehensive Plan supports providing a more varied housing stock with mixed-income neighborhoods, providing housing types at higher densities including multifamily apartments, and creating additional connections in the existing street network to make North Augusta a more walkable city. The proposed road layout will create a connection between two major corridor roads, Ascauga Lake Road and Belvedere-Clearwater Road.

3. *Whether the permitted uses would be appropriate in the area concerned.*

The proposed development provides a mix of uses. The proposed residential uses provide additional housing options in this largely undeveloped part of the City. The General Development Plan has carefully considered the layout of commercial and residential uses in relation to the surrounding neighborhood. Commercial uses are oriented adjacent to the existing Edgefield Rd/Ascauga Lake Road commercial corridor. Open spaces and green spaces provided in the plan allow additional recreational opportunities and will provide access to the Greenway along I-520. The proposed Planned Development is compatible with surrounding area and existing developments.

4. *Whether adequate public facilities such as roads, water and sewer facilities, drainage facilities, and schools and other public services exist or can be provided to serve the needs of the development.*

There will be a considerable impact on schools and social services, although an accurate demographic estimate is difficult because the ultimate mix of residents is not known. A

new elementary and middle school are under construction south of the subject area and will likely alleviate any strain on the current school system. Additional review will be conducted as part of the preliminary plat application and site plan stages to verify the impacts to the existing utility services (sanitary sewer, potable water and storm sewer) and ensure compliance with city, state, and federal requirements.

SECTION 7: ATTACHMENTS

1. Project Maps
2. Public Notice
3. Application Materials
4. Revised GDP Narrative
5. Proposed Land Use Map
6. Traffic Impact Study
7. Draft Ordinance

Cc: John Beeson, via email

James Dean, Cranston Engineering Group, via email

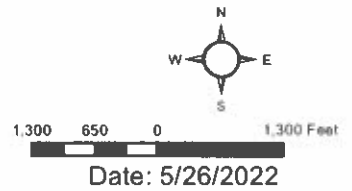


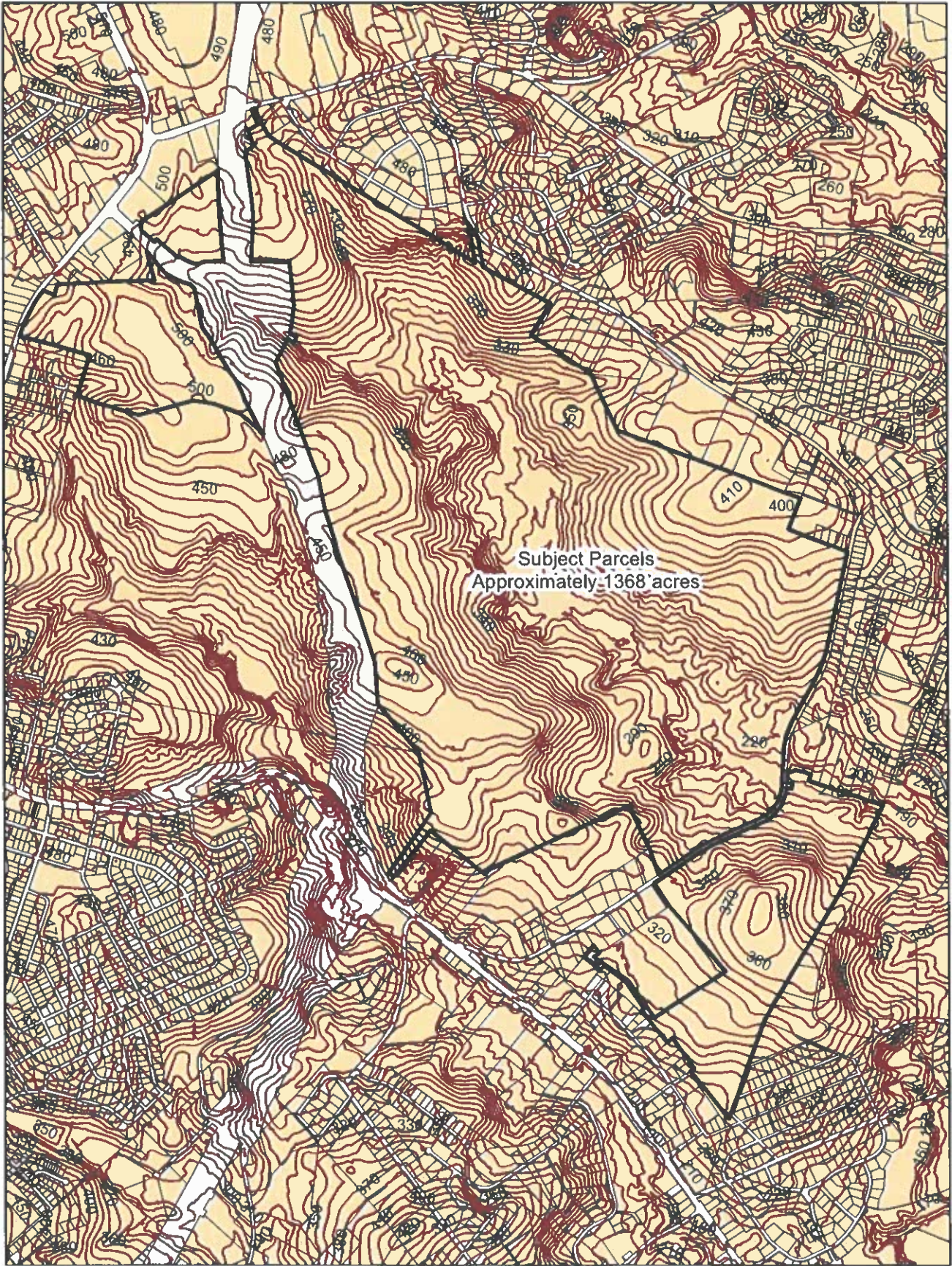
Subject Parcels
Approximately 1368 acres

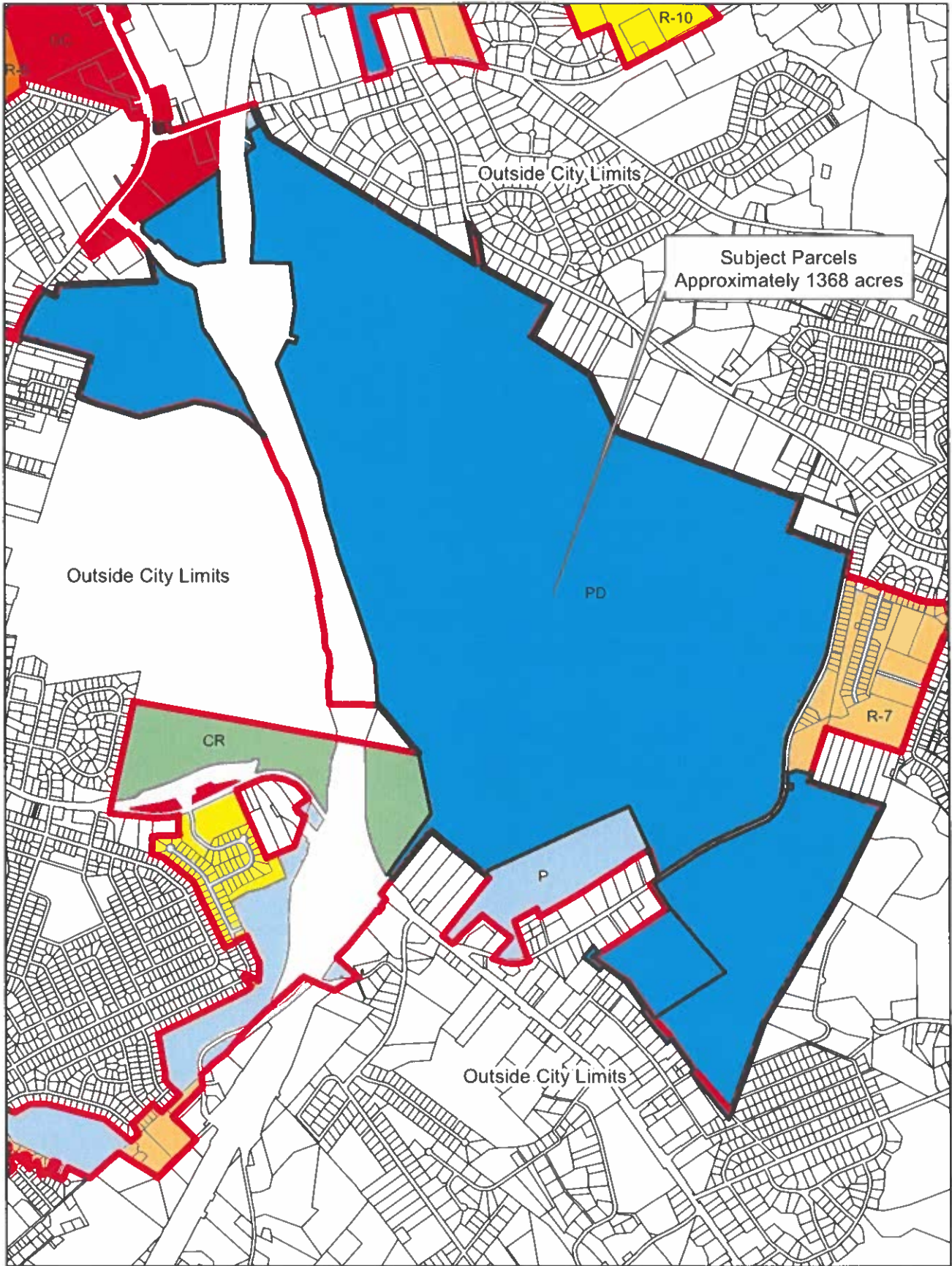
Source: Esri, Maxar, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community

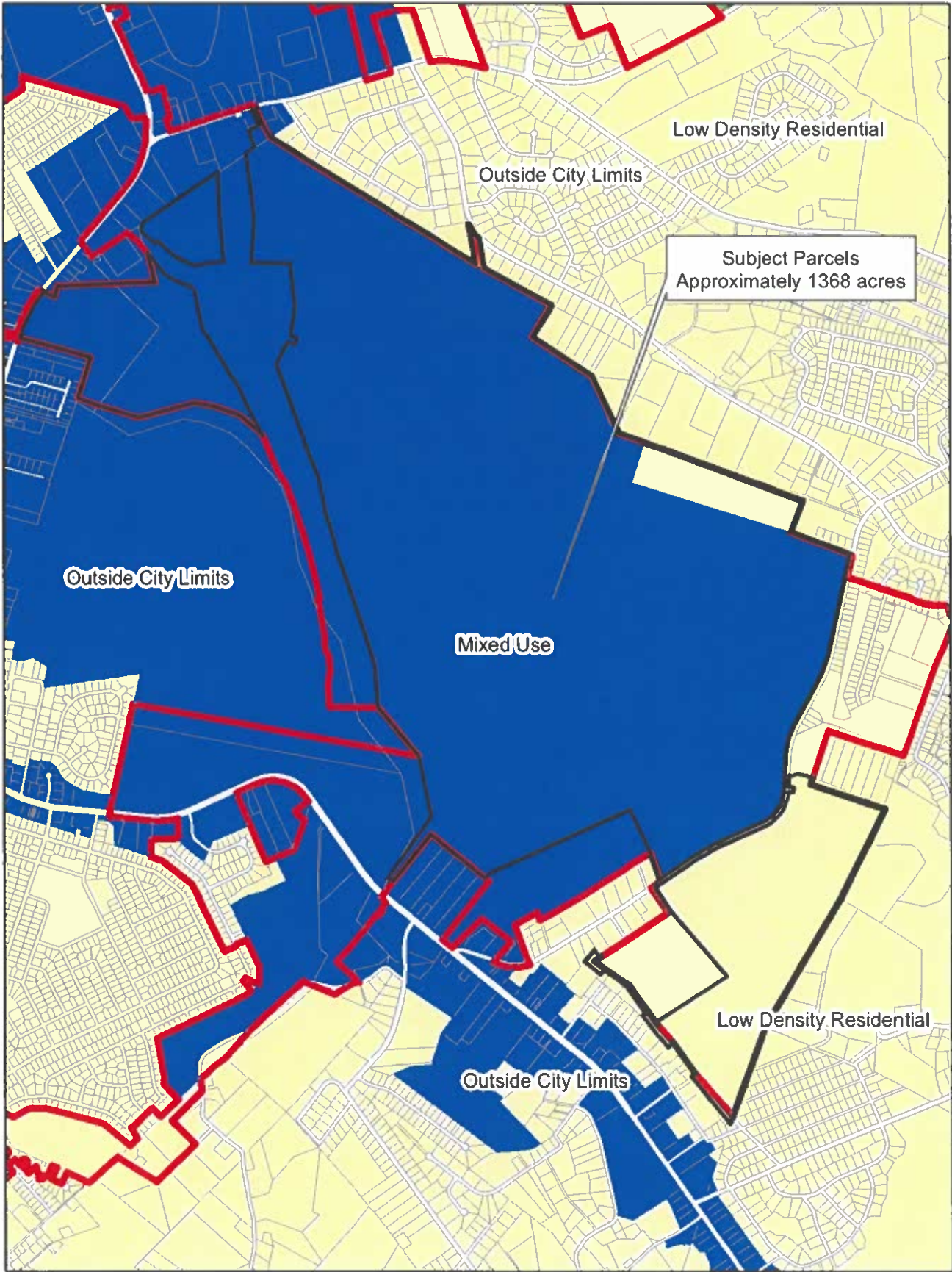


Aerial Map
PDM22-002 Highland Springs
TPNs 011-11-02-001,
022-17-01-001, and 011-10-07-006









City of
North Augusta, South Carolina
Planning Commission

Public Hearing Notice

The North Augusta Planning Commission will hold its regular monthly meeting at 7:00 PM on Wednesday, June 15, 2022, in the Council Chambers located on the 3rd floor of the North Augusta Municipal Center, 100 Georgia Avenue, to receive public input on the following application:

PDM22-001– A request by SC North Augusta Buena Vista, LLC for a Major Modification to the Planned Development General Development Plan for Bluegrass Place. The request affects ±51.8 acres zoned PD, Planned Development, TPNs 007-16-13-001, 007-12-12-006, 007-12-12-007, 007-12-12-005, and 007-12-12-009, located between East Martintown Road and East Buena Vista Avenue.

PDM22-002– A request by John Beeson for a Major Modification to the Planned Development General Development Plan for Highland Springs. The request affects ±1,368 acres zoned PD, Planned Development, TPNs 011-11-02-001, and 011-10-07-006, 022-17-01-001, roughly bound by Edgefield Road, Ascauga Lake Road, I-520, Belvedere-Clearwater Road, and Blanchard Road.

Documents related to the application will be available for public inspection after June 8, 2022 in the office of the Department of Planning and Development on the 2nd floor of the Municipal Center, 100 Georgia Avenue, North Augusta, South Carolina and online at www.northaugusta.net. All members of the public interested in expressing a view on this case are encouraged to attend or provide written comments to planning@northaugusta.net.

CITIZEN ASSISTANCE:

Individuals needing special assistance or a sign interpreter to participate in the meeting are asked to please notify the Department of Planning and Development at 803-441-4221 at least 48 hours prior to the meeting.

Due to COVID-19, please visit www.northaugusta.net for any updates to meeting format, location or procedures prior to the meeting.

Application for Development Approval

Please type or print all information



Staff Use

Application Number _____

Date Received _____

Review Fee _____

Date Paid _____

1. Project Name Highland Springs Development

Project Address/Location 1677 Ascauga Lake Road

Total Project Acreage 1368 acres Current Zoning PD

Tax Parcel Number(s) 011-11-02-001, 011-10-07-006, 022-17-01-001

2. Applicant/Owner Name John Beeson Applicant Phone _____

Mailing Address 101 Kenton Court

City Simpsonville ST SC Zip 29681 Email _____

3. Is there a Designated Agent for this project? Yes No
If Yes, attach a notarized Designation of Agent form. (required if Applicant is not property owner)

4. Engineer/Architect/Surveyor James Dean License No. 27380

Firm Name Cranston Engineering Group Firm Phone (706) 722-1588


Firm Mailing Address 452 Ellis Street

City Augusta ST GA Zip 30901 Email jpdean@cranstonengineering.com

Signature  Date May 13, 2022

5. Is there any recorded restricted covenant or other private agreement that is contrary to, conflicts with or prohibits the use or activity on the property that is the subject of the application?
(Check one.) yes no

6. In accordance with Section 5.1.2.3 of the North Augusta Development Code, I hereby request the City of North Augusta review the attached project plans. The documents required by the City of North Augusta, as outlined in Appendix B of the North Augusta Development Code, are attached for the City's review for completeness. The applicant acknowledges that all required documents must be correct and complete to initiate the compliance review process.

7. 
Applicant or Designated Agent Signature

5-13-2022
Date

John Beeson
Print Applicant or Agent Name

Designation of Agent

Please type or print all information



This form is required if the property owner is not the applicant.

Staff Use Only

Application Number _____

Date Received _____

1. Project Name Highland Springs Development

Project Address/Location 1677 Ascauga Lake Road

Project Parcel Number(s) 011-11-02-001, 011-10-07-006, 022-17-01-001

2. Property Owner Name Monterrey Development LLC Owner Phone _____

Mailing Address 217 Piney Forest Road

City Danville ST VA Zip 24540 Email _____

3. Designated Agent John Beeson

Relationship to Owner Potential Buyer of Property

Firm Name N/A Phone 864 - 809 - 6675

Agent's Mailing Address 170 Camelot Drive, Suite C

City Spartanburg ST SC Zip 29306 Email john@markiiiproperties.com

Agent's Signature [Signature] Date May 16, 2022

4. I hereby designate the above-named person (Line 3) to serve as my agent and represent me in the referenced application.

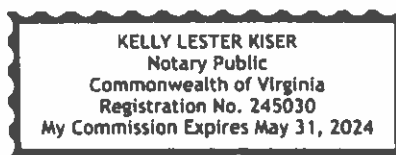
[Signature]
Owner Signature

May 16, 2022
Date

5. Sworn and subscribed to before me on this 16th day of May, 2022.

[Signature]
Notary Public

5/31/2024
Commission Expiration Date



**GENERAL DEVELOPMENT PLAN
NARRATIVE**

For

HIGHLAND SPRINGS
(Formerly known as Blanchard Park)

Prepared for

HUNTER 34, LLC

Prepared by



CRANSTON

**452 Ellis Street
Augusta, GA 30901**

**October, 2000
Rev. November, 2000
Rev. January, 2001
Rev. May, 2022**

2022-0062

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Chapter 1 INTRODUCTION

1.1 General

The Highland Springs Development, formerly known as Blanchard Park, is a 1,368 acre tract located within the limits of the City of North Augusta and is currently owned by Monterrey Development, LLC. The site is located to the east of Highway 25, southeast of Ascauga Lake Road, south of Blanchard Road, north and south of Old Sudlow Lake Road and north of SC Hwy 126 (Belvedere-Clearwater Road). The property is also dissected by Interstate 520 (Palmetto Parkway). The overall property is made up of 4 separate tracts. The property is currently zoned PD and it is the desire of the developer (Hunter34, LLC) to modify the PD zoning with an updated General Development Plan and Narrative.

1.2 Purpose of Narrative

The purpose of this Narrative is to describe in writing the factors and characteristics which affect site planning, the existing and proposed infrastructure, the principals utilized in the design of the development and the specific elements of the proposed plan. It is the intent that this narrative with the General Development Plan drawing will fully suffice to meet the requirements for submittal in the re-zoning of the property to a PD district.

Chapter 2 SITE ANALYSIS

2.1 Site Characteristics

2.1.1 Location

Highland Springs is located within the city limits of North Augusta, South Carolina, but is surrounded on both sides by properties in the unincorporated Aiken County. The new Highland Springs Elementary School and Middle School are currently under construction on the southern portions of the largest tract. The property is located to the east of Highway 25, southeast of Ascauga Lake Road, south of Blanchard Road, north and south of Old Sudlow Lake Road and north of SC Highway 126 (Belvedere-Clearwater Road).

2.1.2 Tract Description

Highland Springs primarily adjoins residential or undeveloped land. The only adjoining commercial land use is along U.S. 25 and Ascauga Lake Road near their intersection. The land has gentle to moderate slopes with a large portion of the tract lying in the Mims Branch drainage basin. The natural ground cover is composed of medium pine and oak trees, together with various other kinds of understory. However, fairly recent timber operations have selectively cleared much of the property.

2.1.3 Topography and Soils

The property lies slightly below the intersection of the Piedmont Region and the Coastal Plain, commonly called the Fall Line. A strip of rolling land along this line, known as the Sand Hills encompasses this tract. Due to this circumstance, the soils can vary considerably across the site, but none are expected to provide insurmountable

problems to the development of the land.

The topography on site varies from essentially flat terrain along the hilltops near the southwest side of the property to steeper terrain falling down to the stream. Elevations on the site range from 500 on the highest hill to 185 at the west side of the site where the stream leaves the property.

2.1.4 Wetlands

No current wetlands delineation exists for the property. However, the General Development Plan shows an approximate location of wetlands based on a delineation by Mitchell and Associates from the mid-2000s. At such time as any development work is proposed which would impact wetlands, Federal law requires that the wetlands be field delineated, mapped and submitted to the U.S. Army Corps of Engineers for concurrence. Then, any impacts such as the filling or piping of wetlands can only be done after a permitting process through the Corps of Engineers.

2.1.5 Hydrology

The City of North Augusta has adopted regulations which require that water flows during storm events from a given site not be increased onto downstream properties as a result of the development. Thus, nearly all developments have stormwater detention facilities where the excess runoff is stored for slower release downstream.

2.1.6 Flood Plain

The presence of a recognized 100-year floodplain can have substantial impact to the planning for development of tract of land. Most local ordinances prohibit

development in the floodway and limit development in the floodplain fringe. According to Flood Insurance Map Panel Nos. 45003 C0316E, 45003 C0317E, and 45003 C319E, this property does have an established 100-year floodplain along the Mims Branch corridor.

2.2 Existing and Planned Infrastructure

2.2.1 Water Service

Water service to Highland Springs will be provided by the City of North Augusta. There is presently a 24-inch main that runs parallel to the Colonial Pipeline easement on the western portions of the site. This water line has sufficient pressure and flow to serve the proposed development.

2.2.2 Sanitary Sewer Service

A sanitary sewer trunk main was extended by the City of North Augusta along Mims Branch from the Horse Creek Treatment Facility to Old Sudlow Lake Road in the mid-2000s. This line was designed to provide service to this development and surrounding areas.

~~A more recent development with regard to sanitary sewer involves the decision by the City of North Augusta and Edgefield County to install a trunk sewer up Mims Branch through the Blanchard Tract and on to U.S. 25. This line is intended to provide a main sewer interceptor into which Edgefield County can pump sewage to the Horse Creek Treatment Plant. Design is currently underway to prepare plans for construction of this line. Conversations with the North Augusta City Engineer indicate that the line is expected to be completed around spring 2002.~~

2.2.3 Utility Easements

Existing easements on the property which have been taken into account in the overall planning include a natural gas pipeline easement, an overhead power line easement, and a buried AT&T cable easement in addition to the new easements for the water and sanitary sewer previously described.

The gas line is a 50-foot easement to the Colonial Pipe Line Co., which enters the tract at its frontage on SC 126, traverses the tract in a northern direction, and exits the property at its boundary with Barclay Estates. The easement can be utilized by development with construction of street and utility crossings. Special provisions may be required for the protection of the pipeline, and access to the easement must be provided for maintenance vehicles.

The power line right-of-way is a 107.5 feet easement to the South Carolina Electric and Gas Company. The right-of-way enters the property from SC 126 and traverses the property in an easternly direction, crosses Old Sudlow Lake Road and continues through Sudlow Pine Subdivision. As with the gas line easement, roads and utilities may be constructed within the right-of-way with the approval of an encroachment permit. Line and structures can be moved to accommodate development at the property owner's expense.

Directly adjacent to the SCE&G easement is a 20-foot AT&T easement. AT&T regulations regarding development within the easement are essentially the same as the Colonial Pipe Lines.

2.2.4 Bobby Jones Expressway

As can be seen on the General Development Plan, the preliminary alignment for the proposed Bobby Jones Expressway (I-520) Extension could impact the tract in the future. Bobby Jones Expressway is intended to provide a perimeter route around Augusta, Georgia and North Augusta, South Carolina. The route currently has been constructed from I-20 west of Augusta around the south side of Augusta to Sand Bar Ferry Road. The portion from Sand Bar Ferry Road to the Savannah River and on to U.S. Highway 1 in South Carolina is under design with the construction date not fully determined. The remaining portion, or portions, of the road to reach I-20 at Belvedere, South Carolina are not fully planned nor designed. The location of the future right-of-way as shown is approximate at best.

The developer is willing to consider alternate alignments for I-520 and is open to working with South Carolina DOT and adjoining property owners in the development of differing routes than the one shown.

Chapter 3 LAND USE PLAN

3.1 General

The General Development Plan pictorially shows the elements of the proposed planned development. The plan has been developed around the construction of a main, spine road which would traverse the site from east to west and allow various types of development along its length. The new land acquired along U.S. 25 will be partially used for commercial development. The portion of the development on the east side and closest to U.S. 25 is located on the higher elevations with more gentle slopes and is deemed to be best suited for light industrial development in light of its proximity and access to I-20 and Palmetto Parkway. Inasmuch as the remainder of the property is seen as primarily residential, there is a need to provide a transition from the light industrial to the residential and this has been accomplished through the placement of a village center.

3.2 Land Uses

3.2.1 Commercial

The area shown as G on the plan will be for commercial use. The ~~22.9~~ 20 acres are intended to be developed with uses allowed for general commercial, such as shopping centers, grocery stores, retail, etc.

3.2.2 Light Industrial

The areas identified as A will be for light industrial use. These areas encompass some ~~242.9~~ 257 acres with minimum lot sizes being one acre. Intended uses

within this category are listed in Table 1. Access from the spine road will be limited to several key intersections with the remaining road system being internal to each pod as shown. Architectural requirements will include no metal buildings, adequate buffers and landscaping. Intensity would be a maximum of 17,424 square feet per acre (40%) of land on any one site excluding buffers and maximum height of building would be 60 feet.

3.2.3 Village Center

The village center is comprised of some ~~20.9~~ 25 acres located as shown on plan as B. Typical uses include commercial retail, professional, food store, restaurant, convenient store, childcare, laundry and other neighborhood commercial establishments. The village center is expected to be a hub for vehicular as well as pedestrian traffic on the tract and should provide a location which draws the residence of the various internal pods to a common area for social and business interaction. The maximum intensity of this area will be 21,780 square feet per acre (50%) of land on any one site excluding buffers.

3.2.4 Mixed Residential

The remaining areas including C, D, and E are planned as mixed residential uses and comprise some 923 acres. As shown on the Plan, pods D and E expected to include more densely developed uses including single-family, patio homes, duplexes, town homes, apartments and condominiums and are expected to have a maximum density of 15 units per acre with an average density of 6 units/acre. We anticipate a maximum number of apartment units in Pod D to be 1,000. The remaining pod, C is expected to have primarily single-family lots, but could also have some duplexes, town homes or apartments. This pod planned for a maximum density of 8 units per acre with

an average density of 4 units/acre. Architectural elements include slab construction, masonry, fiber cement siding, and vinyl siding or a combination thereof. Size, placement, and access to garages for the single-family, detached dwellings will be determined and regulated by the developer and/or the builder. Townhome and multi-family units will have front facing garages as follows: for units with widths less than 24 feet an 8 foot garage is allowed, for units with widths equal to or greater than 24 feet a 16 foot garage is allowed. All mixed residential areas could include some neighborhood commercial such as professional, educational, church, childcare, grocery, laundry, convenience store, etc.

BLANCHARD PARK

TABLE 1 PERMITTED USES IN HEAVY COMMERCIAL/LIGHT INDUSTRIAL AREA

1. Office Buildings.
2. Educational Institutions, primary through graduate, public and private.
3. Churches, places of worship, and religious institutions.
4. Bed and breakfast inns.
5. Motels and hotels.
6. Restaurants (including Drive-Through Windows)
7. Commercial schools and schools providing adult training in any of the arts, sciences, trades, and professions.
8. General business services such as duplicating and printing shops, addressing and mailing services, blueprinting, and film development.
9. Public and private transportation services and facilities.
10. Armories for meeting and training of military organizations.
11. Auto or truck rental, providing there are no major repairs or disassembly.
12. Commercial establishments that involve the light assembly of pre-manufactured parts sold to retail or wholesale distributors.
13. Distributor businesses.
14. Light manufacturing uses, including processing, and assembly plants.
15. Laboratories and other facilities for research in enclosed buildings, both basic and applied, conducted by or for any individual organization or concern, whether public or private.
16. Warehousing and wholesale establishments.
17. Accessory uses to any of the above.

PROHIBITED USES IN HEAVY COMMERCIAL/LIGHT INDUSTRIAL AREA

1. Heavy manufacturing uses, hazardous material storage, salvage operations, adult entertainment, outdoor sales and service of construction material and heavy equipment are specifically prohibited.
2. For all uses noise, odor, vibration, glare, vapor, fumes, dust, etc. Shall meet or exceed performance standards as set forth in Article 3.g.4 of the Zoning and Development Standards Ordinance for the City of North Augusta.

3.2.5 North Augusta Public Lands

Based on earlier conversations between the owner of the property and the City of North Augusta, an approximately 3 ½ acre tract will be provided for the use of North Augusta as a Public Safety Facility. This is currently shown immediately west of the village center on the south side of the spine road. It is recognized that at the time of final planning for such a facility it may be determined that the location needs to be changed to somewhere else on the overall site based on meeting response time criteria.

~~A second public need involves the set aside of a 5 ½ to 6 ½ acre parcel for a ground storage water tank. This facility will need to be on high ground most likely within the light industrial area. The exact location will be agreed to by the Owner and the City of North Augusta when preliminary planning for the facility is completed.~~

3.2.6 Parks

As seen on the Plan, parks are shown throughout the mixed residential areas on the property at a rate of approximately 700 square feet per acre of mixed residential development. The actual planning and development of these parks will be undertaken as various sections of the development progress. It is anticipated that portions of the parks will include more formalized features such as swings and other playground type of equipment whereas other portions will consist of more passive areas including trails and natural vegetation. The exact lands to be set aside for parks will be established as individual pods of the project are planned and developed. It is understood that any parks deeded to the City will be developed and maintained for the public by the City.

3.2.7 Buffers

The plan indicates certain buffers which are intended to help ease the transition from areas of differing uses. In general, the commercial area to the north will have 50-foot buffers located along exterior, neighboring properties. Pod B, the village center, will have a 50-foot buffer where abutting other commercial areas. 40-foot buffers are called for where Pods C and E abut neighboring residential properties. A 40-foot buffer is also proposed along the main spine road where abutting Pod C. A 40-foot buffer also separates the existing Highland Springs school property from Pod D. A 30-foot buffer will be provided along the wetland areas associated with Mims Branch. Lastly, a 40-foot buffer will separate the 40-acre Pod D area north of I-520 from the existing abutting residential area.

3.2.8 Golf Course

~~An 18-hole public golf course is planned for the 307-acre area along Mims Branch shown as Pod H. As many as two large ponds will be constructed and development in this area could also include some single-family housing at a maximum density of 3 units/acre and an average density of 1.5 units/acre. The trail system discussed elsewhere in this narrative will also traverse this area. In the event that a golf course proves unfeasible from a demand/economic standpoint, the area would remain a green area with limited low-density residential development, not exceeding a maximum of 3 units per acre. Finally, it is understood that the City would accept and develop a 200-acre passive park in the area.~~

3.2.9 Setbacks

Setbacks for the various areas within the tract are shown in Table 2. In addition to the setbacks as prescribed in Table 2 the side setback from adjoining residential districts will be 30 feet and from all other districts 10 feet. A further difference will be property within the light industrial zones along the spine road. The spine road will have a 40-foot landscaped buffer in the light industrial areas behind which will be a 40-foot setback on the front of each parcel.

**TABLE 2
DEVELOPMENT STANDARDS**

Use	Setbacks			Impervious Area (Max)	Open Space (Min)
	Front	Rear	Side		
Commercial	25	20	10	80%	20%
Light Industrial	50	25	25	65%	25%
Village Center	25	20	10	80%	20%
Residential					
- Single Family	20	20	5	N/A	N/A
- Patio Homes	20	20	0/8	50%	10%
- Duplexes	20	20	0/8	50%	10%
- Townhouses	20	20	0/20	60%	20%
- Condominiums	20	20	0/20	60%	20%
- Apartments	20	35	30	60%	25%

3.3 Marketing Strategy

It is anticipated that the owner of this tract will develop the portions of residential near and around Old Sudlow Lake Road, initially. From there the marketing strategy will be dictated by the economy and market conditions. The mixed residential pods will likely be sold in 40-or 50-acre tracts, or larger, to individual developers for subsequent design and development. These individual tracts will likely then be developed in stages as the market dictates. It is understood that at the time of development of the 40-to 50-acre tracts, issues concerning circulation, density, conformance to pod maximum and average densities, etc., will be addressed during the North Augusta approval process. The current owner may retain some of the mixed residential for his own purposes of development. For individual tracts sold to other developers, it is anticipated that each of these areas will have its own Property Owners Association (POA). Then, each of those POA's will be members of a larger association which covers the entire tract and deals with parks, maintenance and other areas of common interest. Each developer of individual tracts will be responsible for property management of that individual parcel as well as development of design plans, permitting of individual sections of the land according to North Augusta ordinances and the overall development of that tract within the framework of this planned development.

3.4 Phasing

The phasing of such a large tract of land is primarily dependent upon market forces as they affect the type of product which the buyers desire and the rate at which buyers acquire the various products. Nonetheless, a phasing program has been included on the General Development Plan. In general, it is anticipated that the initial phase of the

development will be directed towards the residential areas south of Old Sudlow Lake Road and near the school property. The second phase is anticipated to include a those areas centered around the commercial hub on the north side of the property. Due to the volatility of the economy, the description of the future phases of development is difficult to define.

Chapter 4 DESIGN PRINCIPLES

4.1 Interconnectivity

4.1.1 Road System

It is the intent of this Plan that the internal road systems in the various pods be planned and designed so as to create an interconnectivity between the various sections to facilitate the free flow of vehicles throughout the overall development tract. This can most easily be accomplished by minimizing the number and length of cul-de-sacs and planning for looped, or grid, road systems. As pods develop adjacent to existing developed and undeveloped land the interconnectivity to these areas should be considered in light of topographic conditions, compatible adjoining uses, safety and other factors. However, where an industrial road is adjacent to an existing residential area, the developer plans no inter-connectivity.

4.1.2 Pedestrian

All roads will have pedestrian paths on each side of the road which will provide for an interconnectivity of the various development pods. For the majority of the site these paths will be concrete sidewalks, however, a hard-surface, multi-use trail is planned along one side of the arterial and collector roads in lieu of the concrete sidewalk. The General Development Plan schematically shows the nature of the pedestrian routes, but the actual design and location will depend on the layout of individual pods.

4.2 Green Space

The Plan reserves some 25 percent of land total to green space in its current form along Mims Branch and accounting for buffers and other green areas which will be

associated with the internal development of various pods. It is the intent of the Plan that green spaces be provided so as to enhance the quality of life for all residents in the development. At the time of individual pod development issues of green space will be further defined and calculated so as to conform to City standards.

4.3 Riparian Buffer

It is acknowledged that the City of North Augusta requires a riparian buffer of 25 feet on each side of drainage ways to be deeded to the City. ~~The Owner will do this but will work with the City to obtain rights of access, management, etc., in the golf course/green space area.~~

Chapter 5 REQUIRED INFRASTRUCTURE

5.1 Roads

The primary road within the project will be the spine road shown on the General Development Plan. This road is considered an arterial road and will have a 100-foot right-of-way. The General Development Plan shows a typical cross section for this road which is expected to be a divided street with a single lane in either direction, planted median, and concrete curb and gutters and no on-street parking. Curb cuts will be limited along the arterial road and the center median will be replaced with a dedicated left turn lane for vehicular access at all intersections along the arterial road. The remaining roads shown on the Plan will be either connector or individual subdivision roads depending upon final design and traffic counts. The connector road will have a 60 foot right of way with 26 feet of pavement and concrete curb and gutters. The individual subdivision roads will have a section based on a 50-foot right-of-way with 24 feet of pavement and concrete curb and gutters. This base section would not support on-street parking. Where it is determined that on-street parking is desired, the street section will be widened to accommodate. Cul-de-sac radii for the minor roads will be 40 feet to back of curb. Individual subdivision roads may be designed and constructed to narrower standards provided that such design is in accordance with City guidelines during the approval process.

5.2 Water Service

Water service will be obtained from ~~the new lines being constructed across the property by~~ the City of North Augusta. Individual areas to be developed will be designed such that water lines are looped and cross connected to the various pods so as to provide

a reinforced system throughout the tract. Water systems will be designed according to South Carolina Department of Health and Environmental Control requirements as well as those of the City of North Augusta.

Contemporaneously with the first phase of development a master overall water plan will be submitted to the City for approval. The plan will show the general concept for main lines, but will not have details of individual pods since these will be developed at the time of 40 to 50 acre tracts are developed.

5.3 Sanitary Sewer Service

~~Sanitary sewer service for the majority of the tract will be by gravity flow to the new trunk line to be constructed jointly by Edgefield County and the City of North Augusta in a 50-foot easement adjacent to the riparian buffer along Mims Branch. In the event that the lakes shown on the plan get constructed, the sewer and easement will be rerouted around the lakes or will be otherwise protected in place as agreed to by the City.~~

Sanitary sewer service for the majority of the development will be by gravity flow to the existing sanitary trunk main located at Old Sudlow Lake Road. In the interim, if the gravity line is not in place to serve the commercial areas sited on the northern portions of the largest tract, a temporary sewer lift station will be constructed and a force main will be utilized to transport the sewage to the existing 16-inch forcemain that is located on Blanchard Road. Once the gravity line has been installed, this lift station will be taken out of service and gravity flow will be established. There are a few areas on the overall tract which do not drain towards Mims Branch and which may require individual lift stations as they are developed depending upon what facilities will go there and the

relative elevation of such facilities. Again, all sanitary sewer extensions will be designed in accordance with the South Carolina Department of Health and Environmental Control and City of North Augusta guidelines.

Contemporaneously with the first phase of development a master overall sewer plan will be submitted to the City for approval. The plan will show the general concept for main sewer, but will not have details of individual pods since these will be developed at the time of 40 to 50 acre tracts are developed.

5.4 Stormwater Detention

While the final stormwater detention for the entire tract may ultimately be provided by some regional ponds ~~located in the golf course area~~, early development in both the residential and commercial sections may require individual detention ponds. Such facilities will be designed as needed and will be done according to the City of North Augusta standards.

Chapter 6 DEVELOPMENT IMPACTS

6.1 General

The development of a large tract of land by its nature can impact the surrounding areas and property owners. The influx of a large number of new homeowners can affect traffic, utilities, recreational facilities, schools and other factors.

6.2 Surrounding Properties

The development of the Blanchard Tract is not anticipated to directly affect the majority of surrounding properties. The land immediately to the west of the light industrial pods is already, or heading toward, commercial uses and should be very compatible with the proposed land plan. On the north side of the industrial pod adjacent to existing residential use, the 50-foot buffer called for in the plan should provide appropriate protection to those property owners. The bulk of the remaining surrounding lands is already residential and should be compatible with the residential uses proposed. Where higher density residential such as apartments is developed, substantial buffers will be provided. Finally, in areas where neighborhood commercial is developed on the tract, these facilities will be compatible with single family residential uses and will actually provide an amenity for the use of residents located off of the Blanchard Tract. It is anticipated that the proposed development will enhance rather than detract from property values of surrounding lands.

6.3 Traffic

The influx of some 5,000 (maximum) residential units, some 10,000 (maximum) employees and outside customers of neighborhood business obviously increases the traffic. Fortunately, the spine road will facilitate the movement of the traffic to the major arterial road of U.S. 25. In fact, it is inevitable that a number of other residents located off of the subject tract will utilize this road as a cut through. Nonetheless, the presence of this road should help the internal traffic generated by the development to have less impact on surrounding roads. There undoubtedly will be increases to the traffic counts on Old Sudlow Lake Road, SC 126, Blanchard Road and Ascauga Lake Road. A traffic impact study has been prepared based on the General Development Plan and has analyzed surrounding intersections for roadway improvements. Existing traffic counts and future projections were taken into account to determine the impacts to the surrounding roadways. The traffic counts and the recommendations for improvements can be found in the study.

6.4 Major Roads

The major road impacted by the development is U.S. 25 in Belvedere. This road has fairly heavy traffic during parts of the day and the proposed development will add to the number. The road is currently a 4-lane roadway with center left turn lane, and it is not likely that the volume of traffic to be generated from the Highland Springs development will cause the number of lanes to increase.

6.5 Utilities

Inasmuch as the City has installed a new major water line and sewer line in close proximity of the site, it is not anticipated that the overall development will adversely impact those utilities, thereby requiring upgrades in the near future. Sewer treatment is handled to the Horse Creek Sewer Plant which is reported to have sufficient excess capacity.

6.6 Recreational Facilities

There are no known North Augusta Recreational Facilities in close proximity to the project tract. However, the inclusion of a number of park areas on the General Development Plan provides for such facilities to be in close proximity to the future residents. Thus, the development should not adversely affect the existing recreational facilities. ~~Furthermore, the proposed golf course should enhance recreational opportunities of that nature within North Augusta and the surrounding community.~~

6.8 Drainage

The property general drains towards Mims Branch. It is intended that the development will have several smaller detention ponds to control stormwater runoff quantity and quality from the developed site. Some of the ponds may be considered regional based on design and drainage area. The design of each section of the development will need to analyze runoff to meet to the City of North Augusta Standards. ~~Furthermore, the designation of a large majority of the land in and around Mims Branch as a golf course/green space area, assures that natural buffers and wetlands will be preserved for the benefit of not only the Blanchard Tract but of other surrounding lands.~~

GENERAL DEVELOPMENT PLAN

HIGHLAND SPRINGS

PROJECT SITES IN
NORTH AUGUSTA, SOUTH CAROLINA
SCALE: 1" = 500'
DATE: 10/18/11



PREPARED BY



CRANSTON

ACRES BY CLASS USE *

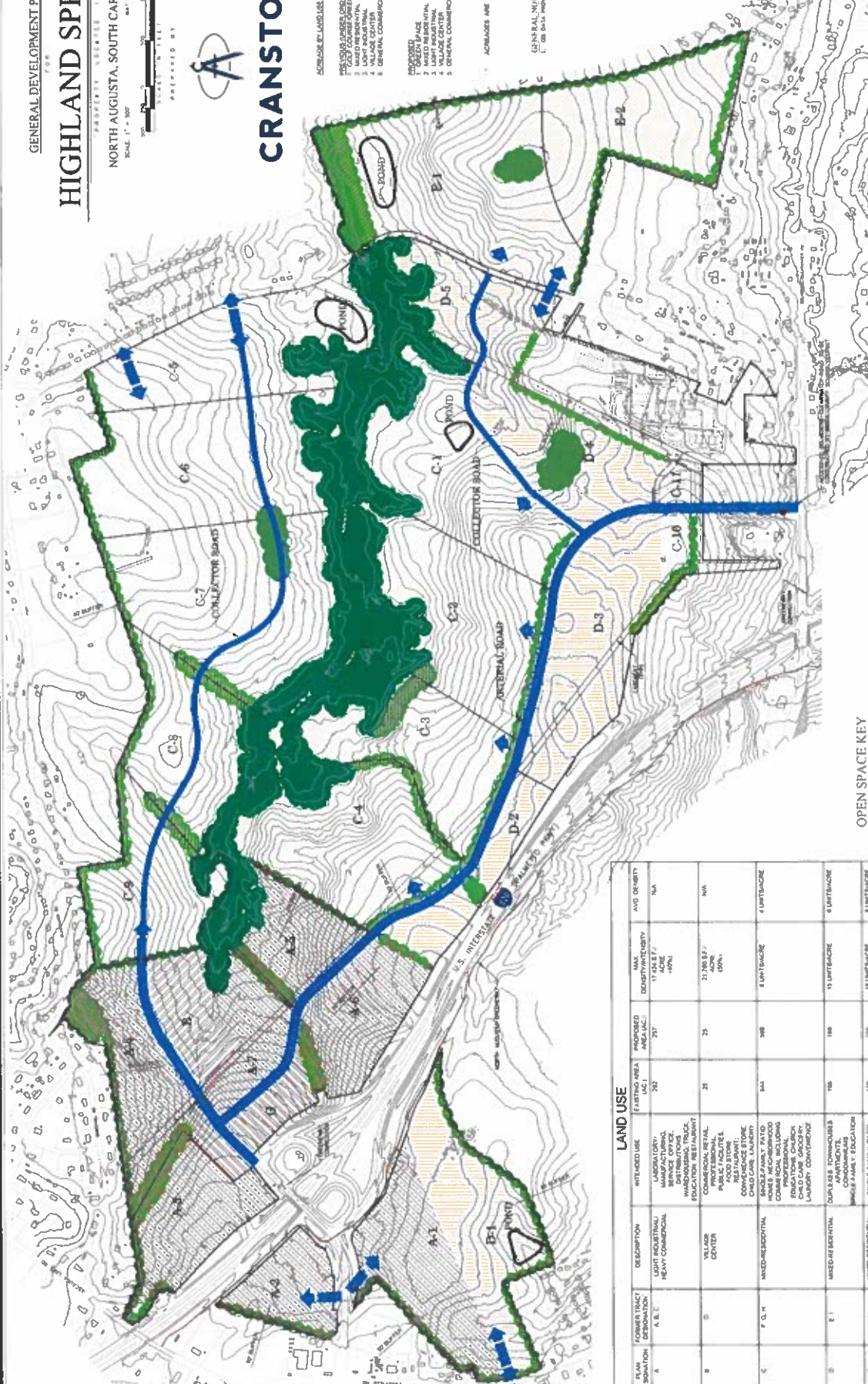
RESIDENTIAL (SINGLE-FAMILY)	304 AC
RESIDENTIAL (MEDIUM-DENSITY)	17 AC
RESIDENTIAL (HIGH-DENSITY)	28 AC
RESIDENTIAL (MULTI-FAMILY)	25 AC
RESIDENTIAL (MIXED-USE)	22 AC
GENERAL COMMERCIAL	1153 ACRES
TOTAL	1389 ACRES

ACRES BY CLASS USE *

PROPOSED	143 AC
1. MEDIUM-DENSITY	143 AC
2. MEDIUM-DENSITY	143 AC
3. MEDIUM-DENSITY	143 AC
4. MEDIUM-DENSITY	143 AC
5. MEDIUM-DENSITY	143 AC
TOTAL	1389 ACRES

* ACRES ARE APPROXIMATE

GENERAL NOTES:
1. SEE DATA PROVIDED BY THE CITY OF NORTH AUGUSTA.



OPEN SPACE KEY

	WETLANDS
	GREEN INFRASTRUCTURE
	BUFFER

PLAN DESIGNATION	FORMER TRACT DESIGNATION	DESCRIPTION	INTENDED USE	EXISTING AREA (AC)	PROPOSED AREA (AC)	MAX. DENSITY (DENSITY/AC)	AVG. DENSITY
A	A, B, C	LIGHT INDUSTRIAL / LIGHT COMMERCIAL	LABORATORY / SERVICE OFFICE / WAREHOUSE / TRUCK EDUCATION / RESTAURANT	252	257	17 (21,800 SF / 100')	N/A
B		VILLAGE CENTER	COMMERCIAL RETAIL / PUBLIC FACILITY / FOOD STORE / CONVENIENCE STORE / CHILD CARE / LAUNDRY / HOME B. / HIGH SCHOOL / COMMERCIAL CHURCH / EDUCATION / LAUNDRY / CONVENIENCE	25	25	21,100 SF / 100'	N/A
C	F, G, H	MIXED-RESIDENTIAL	DUPLICATE / EDUCATION / COMMERCIAL / SINGLE FAMILY / PA / HOUSING / HOODS / PROFESSIONAL / CHILD CARE / COUNTRY / LAUNDRY / CONVENIENCE	642	100	8 UITS/ACRE	4 UITS/ACRE
D	E, I	MIXED-RESIDENTIAL	DUPLICATE / EDUCATION / COMMERCIAL / SINGLE FAMILY / PA / HOUSING / HOODS / PROFESSIONAL / CHILD CARE / COUNTRY / LAUNDRY / CONVENIENCE	100	100	15 UITS/ACRE	6 UITS/ACRE
E	J	MIXED-RESIDENTIAL	SINGLE FAMILY / PA / HOUSING / HOODS / PROFESSIONAL / CHILD CARE / COUNTRY / LAUNDRY / CONVENIENCE	150	100	15 UITS/ACRE	6 UITS/ACRE
F	K	GREENSPACE	TRAILS / SHADE / AMB. / CITY PASSIVE PARK	143	143	1 UITS/ACRE	15 UITS/ACRE
G	L	GENERAL COMMERCIAL	SHOPPING CENTER / GENERAL COMMERCIAL	25	25	21,100 SF / 100'	N/A

1. INDIVIDUAL TRACT DESIGNATIONS REFER TO THE DEVELOPMENT PROGRAM FOUND ON PAGE 1 OF NORTH AUGUSTA ORDINANCE NO. 2011-05. THE CITY COURSE DESIGNATION HAS BEEN REVISED SINCE THE CITY COURSE DESIGNATION IS NOW A PART OF THE DEVELOPMENT PROGRAM AS SHOWN ON THIS PLAN. THE REMAINING GREENSPACE REQUIRED BY ORDINANCE IS ANTICIPATED TO BE ALLOCATED AT THE SITE PLAN LEVEL.

TYPICAL ROAD SECTIONS
P.O.D.

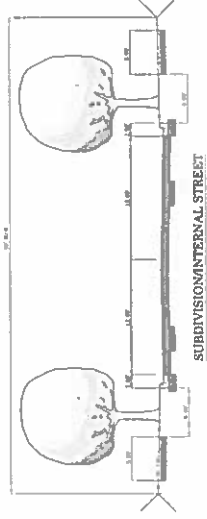
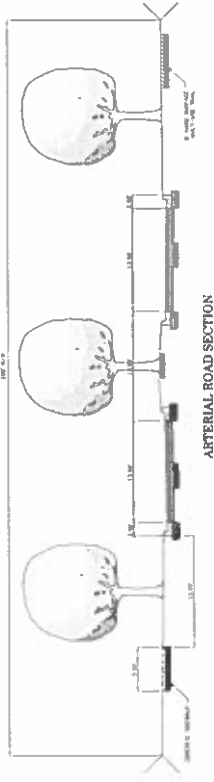
HIGHLAND SPRINGS

PROPERTY LOCATED IN
NORTH AUGUSTA, SOUTH CAROLINA
SCALE: 1/8"=1'-0"

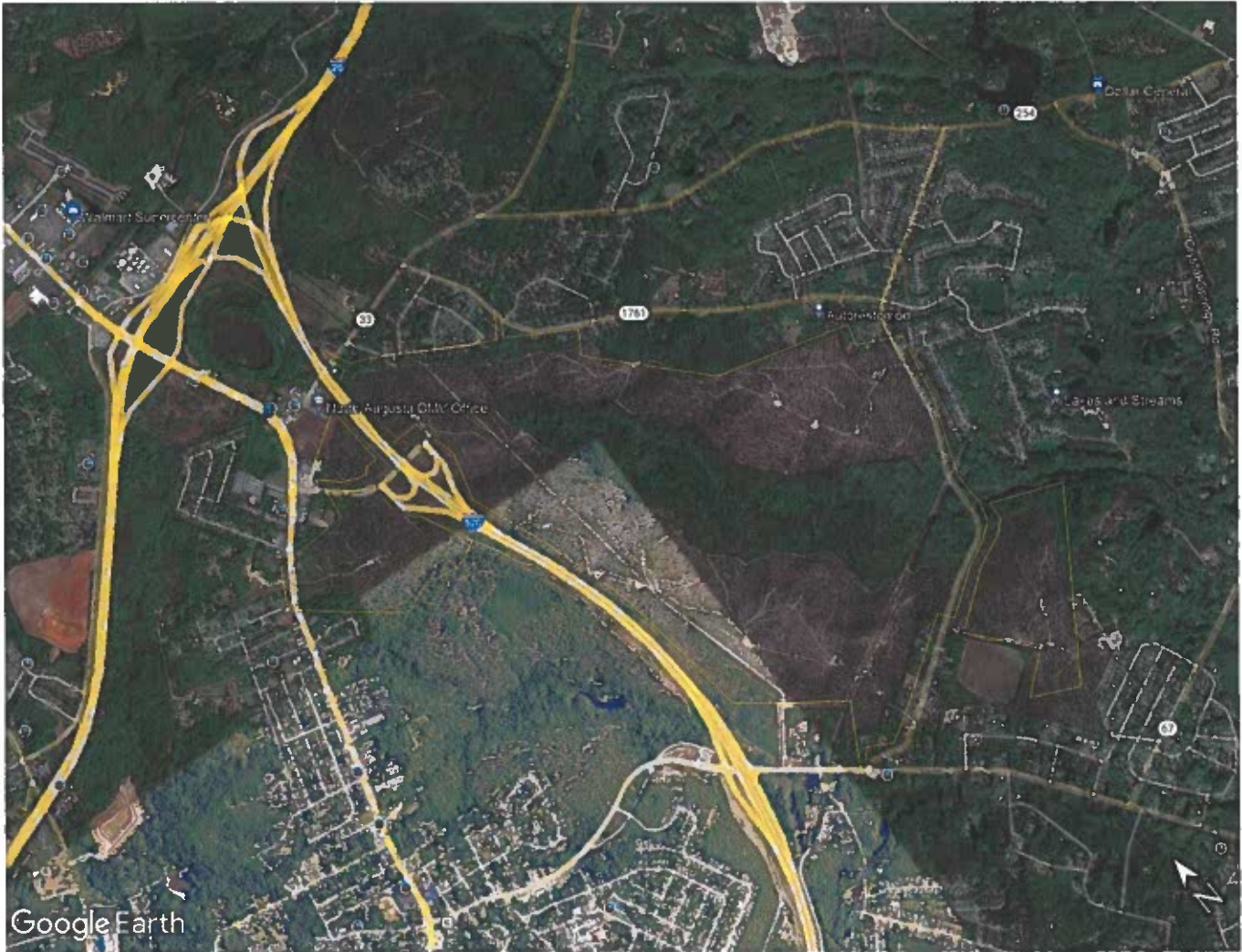
PREPARED BY



CRANSTON



TRAFFIC IMPACT STUDY
HIGHLAND SPRINGS DEVELOPMENT
AIKEN COUNTY, SOUTH CAROLINA



Prepared By:



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May 18, 2022

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Appendix

Turning Movement Count Data	
Bidirectional Traffic Count Data	
Capacity Analysis Reports, Existing Conditions	
Capacity Analysis Reports, Build Conditions (2025)	
Capacity Analysis Reports, Build Conditions (2035)	

1 Introduction

The purpose of this study is to conduct a Traffic Impact Study (TIS) for the mixed-use development in the Aiken County, South Carolina.

2 Project Location

The area surrounding the intersections of US 25/Edgefield Rd and SR 33, US 25/Edgefield Rd and SR 126, Old Sudlow lake Rd and SR 126, Old Sudlow lake Rd and Blanchard Rd and SR 33 and Blanchard Rd is proposed for development. The project location is shown in **Figure 1**.

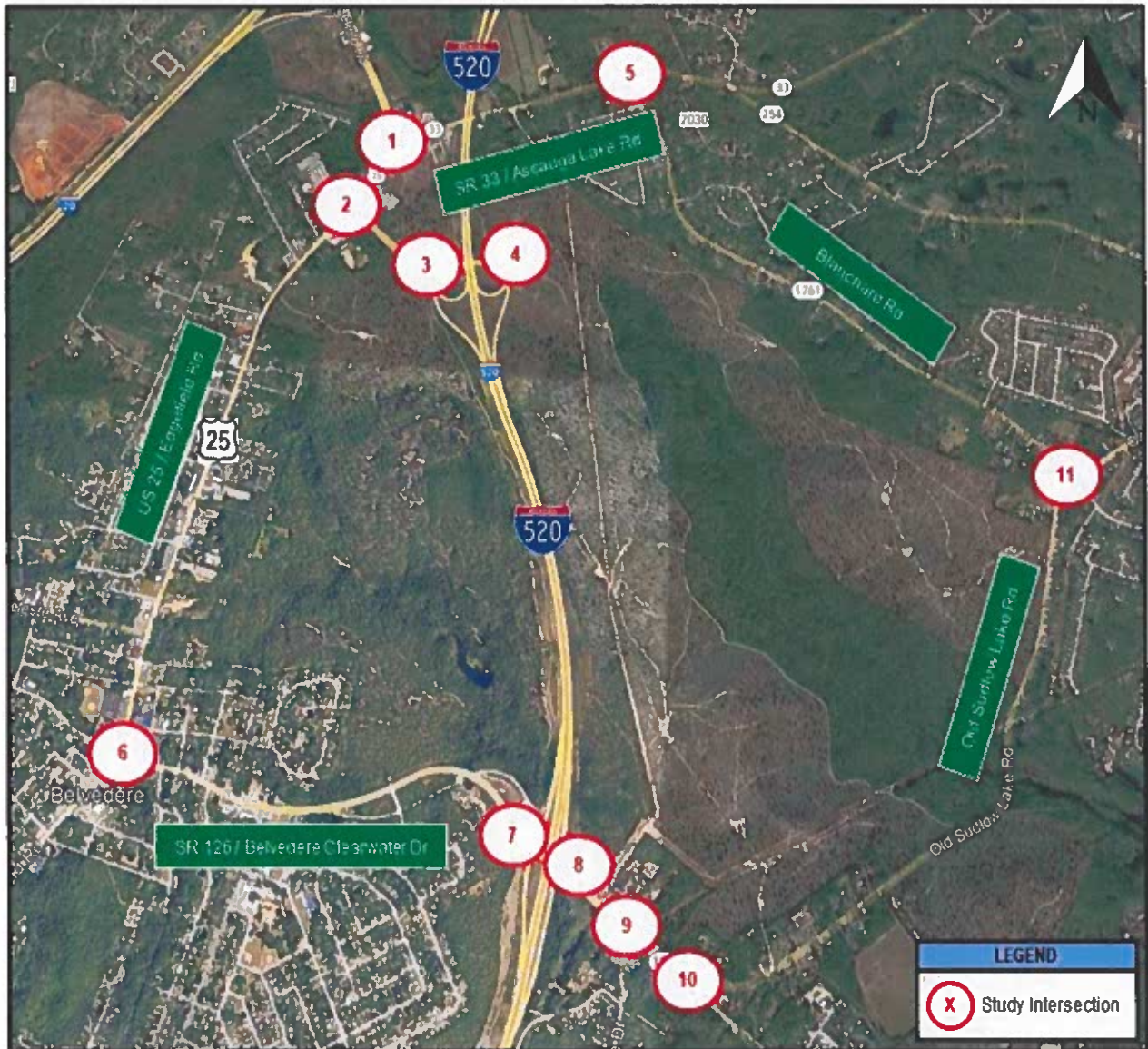


Figure 1: Project Location Map

3 Existing Conditions

An assessment was performed at the project location and its vicinity to determine the existing geometric, roadway, and traffic conditions. The assessment included existing lane configurations, traffic control, signs, posted speed limits, pavement marking, site development, and other geometric features. A condition diagram was developed to graphically illustrate the existing conditions at the study intersection as shown on **Figure 2**.

The existing conditions at the intersections shown in **Figure 1** are summarized below:

- US 25/Edgefield Rd is a five-lane roadway with two lanes provided in each direction separated by a center two way left turn lane is classified as a Principal Arterial. The posted speed limit is 45 miles per hour (mph) in both directions.
- SR 33/Ascauga Lake Rd is a two-lane undivided roadway classified as a Major Collector. The posted speed limit is 45 miles per hour (mph) in both directions.
- SR 126/Belvedere Clearwater Rd is a five-lane roadway with two lanes provided in each direction separated by a center two way left turn lane is classified as a Major Collector. The posted speed limit is 45 miles per hour (mph) in both directions.
- Old Sudlow Lake Rd is a two-lane undivided roadway classified as a Sub Collector. The posted speed limit is 35 miles per hour (mph) in both directions.
- Blanchard Rd is a two-lane undivided roadway classified as a Sub Collector. The posted speed limit is 35 miles per hour (mph) in both directions.
- US 25/Edgefield Rd and SR 33/Ascauga Lake Rd form a three-legged intersection and currently operating as a signal controlled.
- US 25/Edgefield Rd and US 25 Connector form a three-legged intersection and currently operating as a signal controlled.
- US 25 Connector and I-520 SB Ramps form a three-legged intersection and currently operating as a signal controlled.
- US 25 Connector and I-520 NB Ramps form a three-legged intersection and currently operating as a stop-controlled intersection with "STOP" (R1-1) sign along I-520 NB Ramp approach.
- US 25/Edgefield Rd and SR 126/Belvedere Clearwater Rd form a four-legged intersection and currently operating as a signal controlled.
- SR 126/Belvedere Clearwater Rd and I-520 SB Ramps form a three-legged intersection and currently operating as a signal controlled.
- SR 126/Belvedere Clearwater Rd and I-520 NB Ramps form a three-legged intersection and currently operating as a signal controlled.
- SR 126/Belvedere Clearwater Rd and Cherokee Dr form a three-legged intersection and currently operating as a stop-controlled intersection with "STOP" (R1-1) sign along Cherokee Dr approach.
- SR 126/Belvedere Clearwater Rd and Old Sudlow Lake Rd form a three-legged intersection and currently operating as a stop-controlled intersection with "STOP" (R1-1) sign along Old Sudlow Lake Rd approach.
- Old Sudlow Lake Rd and Blanchard Rd form a three-legged intersection and currently operating as a stop-controlled intersection with "STOP" (R1-1) sign along Blanchard Rd approach.
- SR 33/Ascauga Lake Rd and Blanchard Rd form a three-legged intersection and currently operating as a stop-controlled intersection with "STOP" (R1-1) sign along Blanchard Rd approach.

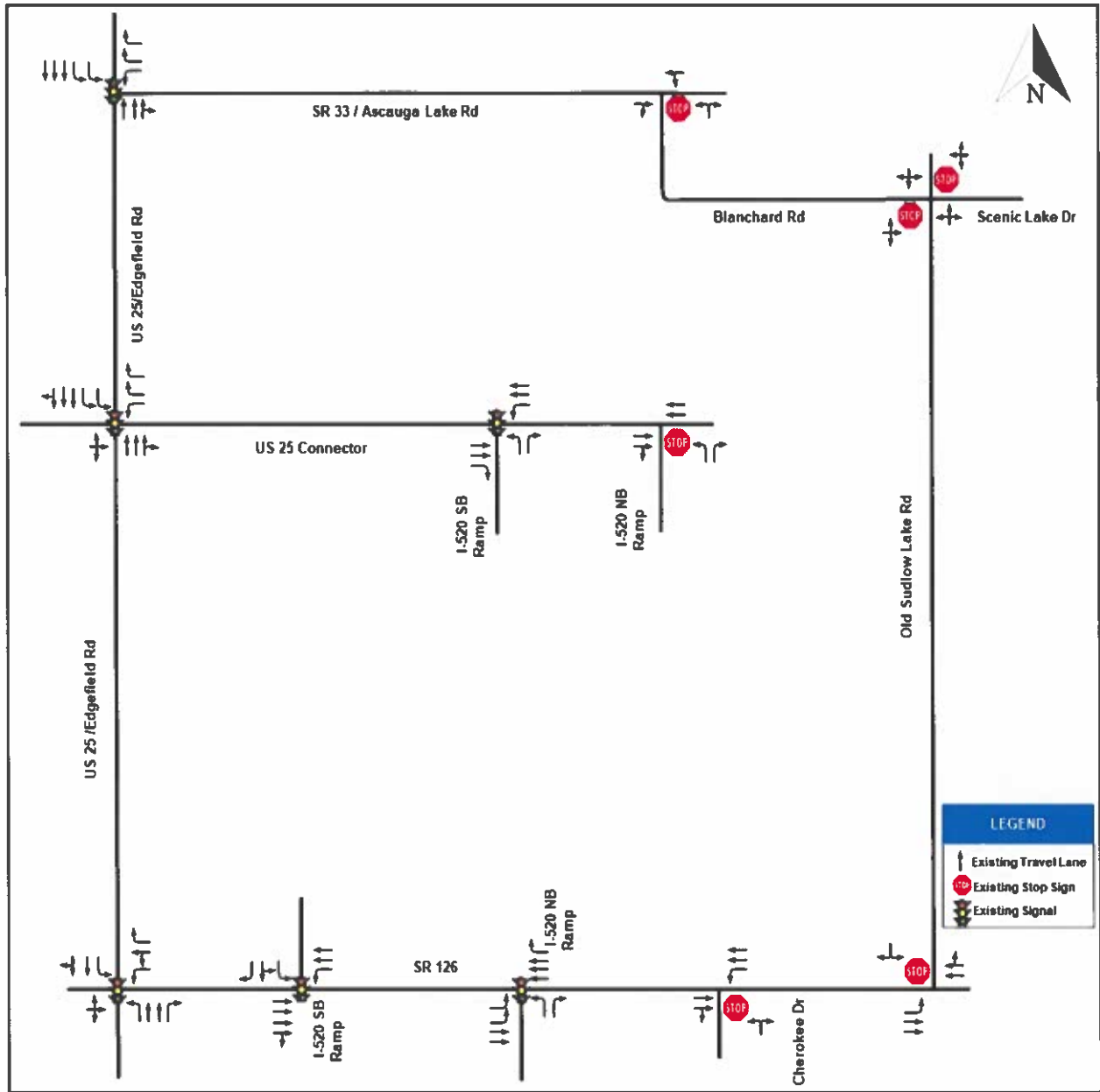


Figure 2: Existing Conditions

4 Data Collection and Analysis

4.1 Turning Movement Counts

Turning Movement Counts (TMC's) were conducted at the study intersections on Tuesday, April 19, 2022, from 7:00 AM to 9:00 AM and from 4:00 PM to 6:00 PM. Turning movement data is provided in Appendix A.

Existing Peak Hour turning movement volumes are shown in Figure 3. The AM Peak Hour was found to be 7:15 to 8:15 AM, and the PM Peak Hour was found to be 4:30 to 5:30 PM.

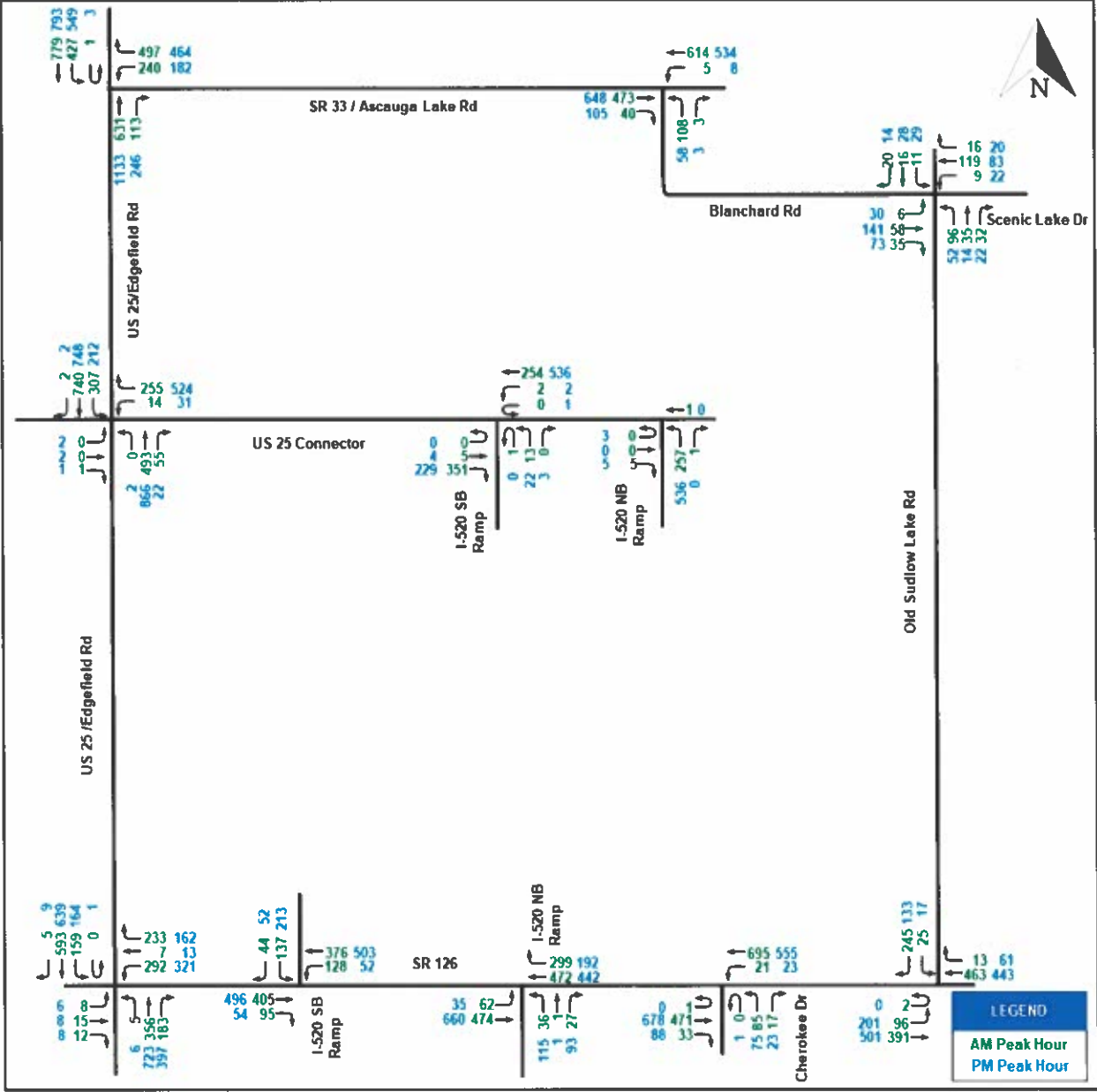


Figure 3: Existing 2022 Traffic Volumes

4.2 Bidirectional Traffic Counts

Forty-eight hours Bidirectional traffic counts were conducted on Tuesday, April 19, 2022, at the below locations.

- South of US 25/Edgefield Rd and US 25 Connector
- US 25 Connector east of US 25/Edgefield Rd
- Blanchard Rd south of SR 33
- Old Sudlow Lake Rd south of Scenic Lake Dr
- Old Sudlow Lake Rd north of SR 126

Bi-directional volume is shown in **Figure 4**. Detailed traffic counts data are provided in **Appendix B**.



Figure 4: Bidirectional Traffic Volumes

5 Planned Developments

The proposed Highland Springs development is a mixed-use development on approximately 1,370 acres and is shown in Figure 5. The site plan provides for the following uses:

- Light Industrial / Heavy Commercial – 257 acres
- Village Center – 25 acres
- Mixed Residential – 943 acres
- Greenspace – 143 acres
- General commercial – 20 acres

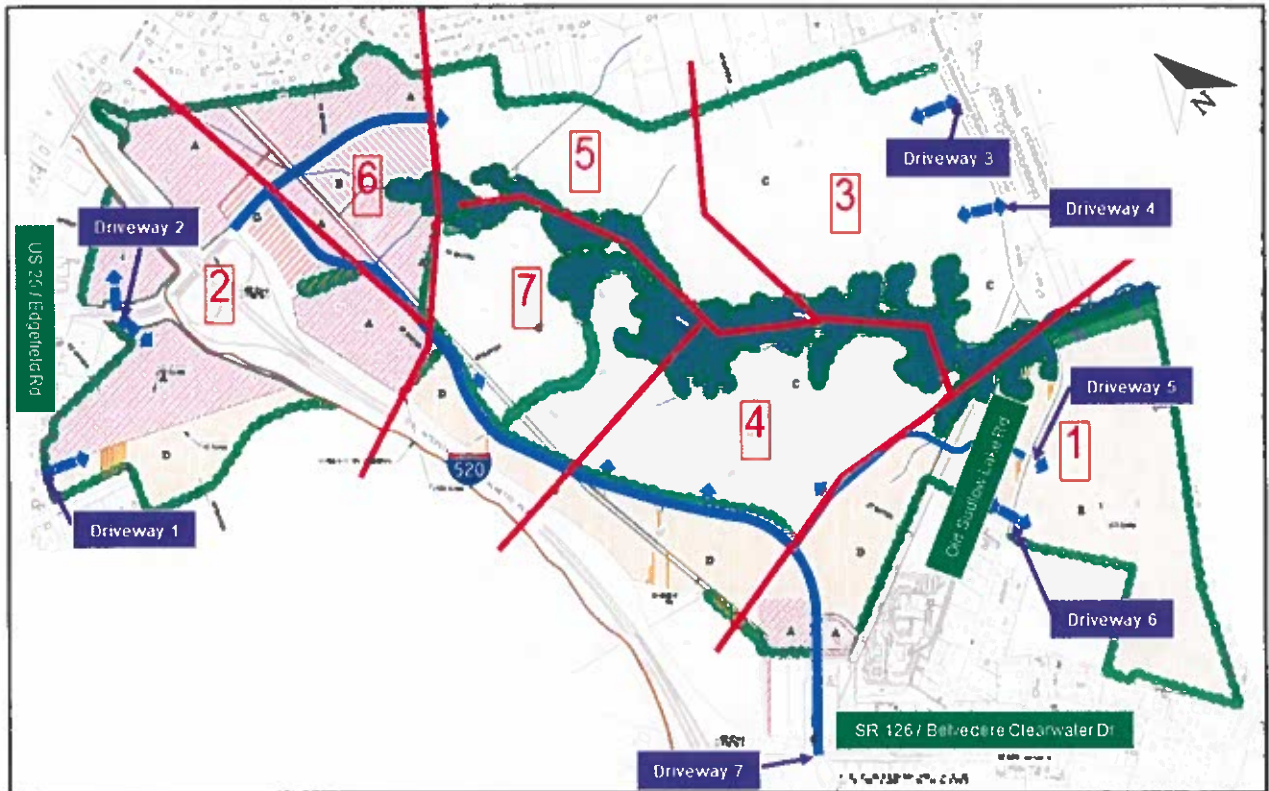


Figure 5: Site Plan

The development is proposed to have eight access points:

1. One new driveway on US 25/Edgefield Rd approximately 1,700 feet south of US 25 Connector.
2. Two new driveways (N-S) opposite each other on US 25 Connector approximately 950 feet east of US 25/Edgefield Rd.
3. The existing US 25 Connector stub northeast of the I-520 ramps.
4. One new driveway on Old Sudlow Lake Rd approximately 1,400 feet southwest of Scenic Lakes Dr.
5. One new driveway on Old Sudlow Lake Rd approximately 2,500 feet southwest of Scenic Lakes Dr.
6. Two new driveways (NW-SE) opposite each other on Old Sudlow Lake Rd approximately 4,300 feet northeast of SR 126/Belvedere Clearwater Rd.
7. One new driveway on Old Sudlow Lake Rd approximately 3,200 feet northeast of SR 126/Belvedere Clearwater Rd.
8. One new driveway at SR 126/Belvedere Clearwater Rd opposite of Cherokee Dr.

6 Traffic Projection

The methodology used to estimate future traffic growth included the examination of Aiken County census data and historic trends from the nearby SCDOT count stations.

6.1 Census Data

The census data for Aiken County is shown in **Table 1**. A growth of 0.53% is observed between 2010 and 2020.

Table 1: Census Data - Aikens County

County	2010	2020	Growth Rate
Aikens County	160,099	168,808	0.53%

Source: Aikens County census.gov

6.2 Historic Traffic Data

The SCDOT maintains multiple annual traffic count stations in the vicinity of the study area. This data was used to establish historic growth rates in the area. **Figure 6** shows the count stations in the study area.



Figure 6: Nearby SCDOT Count Stations

Table 2 summarizes the average annual daily traffic (AADT) reported by the SCDOT for each of the years 2015 through 2021.

Table 2: Historic Traffic Data

Year	SCDOT Count Station			
	02-0222	02-0254	02-0131	02-0203
2015			16,700	9,500
2016			18,100	9,500
2017			17,300	10,200
2018	6,800	2,800	18,100	10,000
2019	6,700	2,800	17,900	9,900
2020	6,400	3,300	18,700	9,200
2021	6,800	3,500	19,900	9,800

Source: SCDOT Traffic Data

6.3 Growth Rate

The Aiken County has an annual population growth rate of 0.53%. Based on the data available from the nearby SCDOT count station, the growth trend was calculated to be 2.57% for the past five years. Based on these rates and the surrounding area, the background traffic growth rate was established to be **2.0%** from the Existing year (2022) to the Design year (2035).

6.4 Growth Factor

A growth factor was arrived by applying the growth rates to the below equation and shown in **Table 3**.

$$\text{Growth Factor} = (1 + r)^n$$

Where:

r = growth rate

n = number of years

Table 3: Growth Factors

Build Year (2025)	Design Year (2035)
1.06	1.29

Figure 7 and **Figure 8** shows the estimated background growth traffic volumes at the study intersections for the Build Year (2025) and the Design Year (2035).

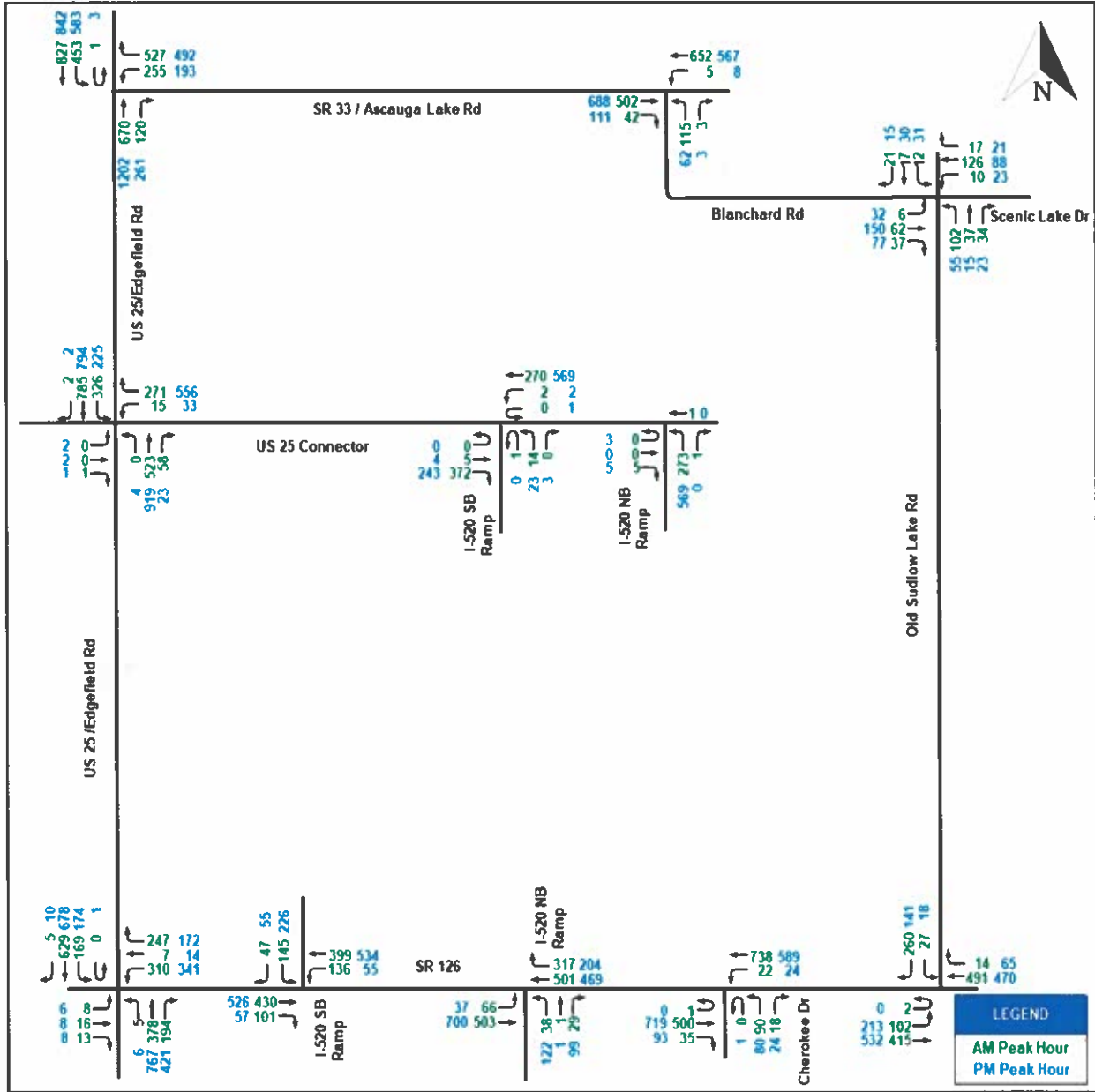


Figure 7: Background Growth Volumes (2025)

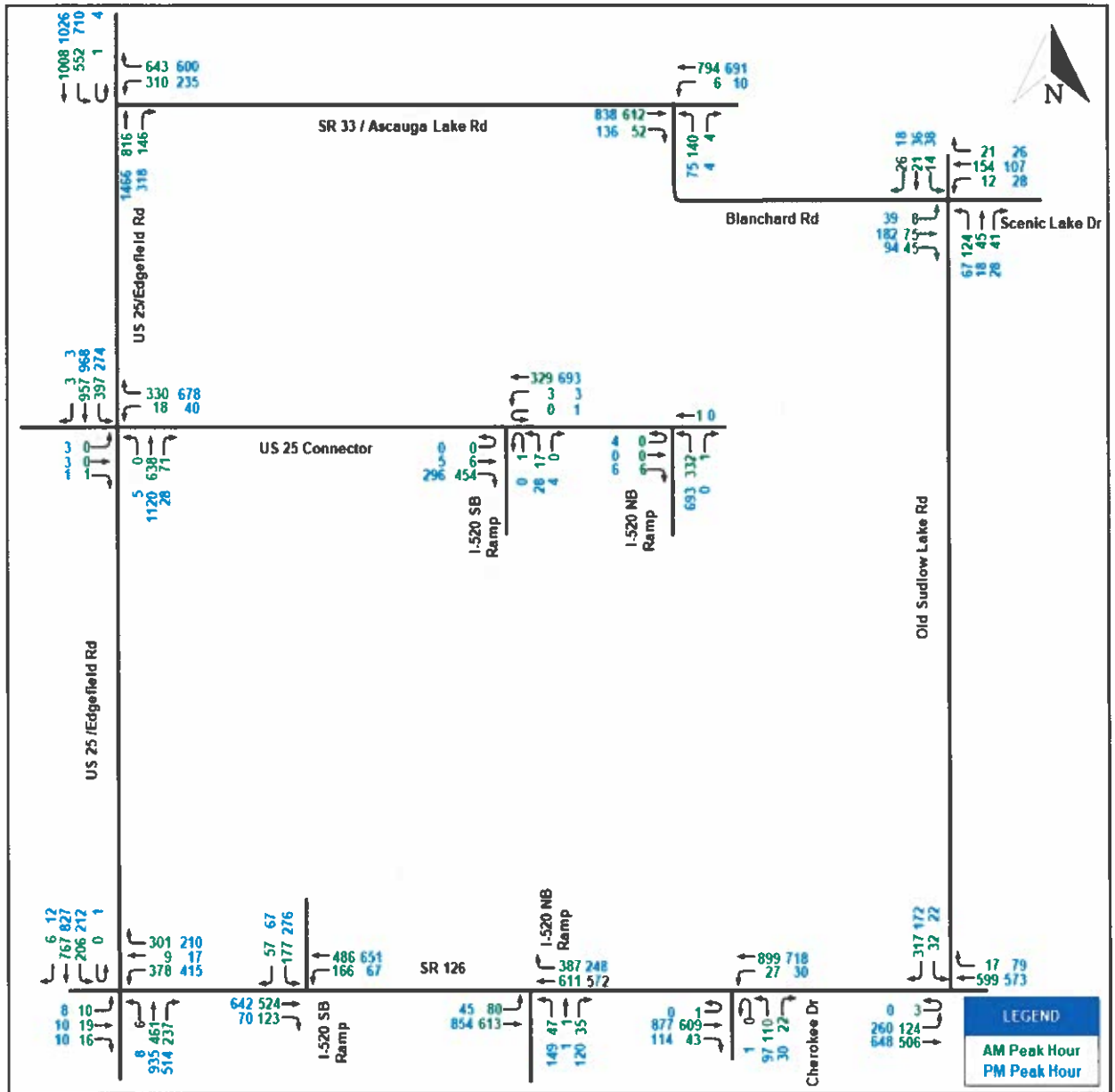


Figure 8: Background Growth Volumes (2035)

6.5 Trip Generation

To account for the traffic generated by the new development and land uses, associated trips were collected and analyzed. The site is expected to generate 7,737 trips during AM Peak hour (3,696 entering and 4,041 exiting) and 10,241 trips during PM Peak hour (5,361 entering and 4,880 exiting) and is shown in **Table 4**. Due to the nature of this development, the phasing has been projected in various phases as shown in the Estimated Construction Duration column.

Table 4: Trip Generation

Land use	LUC	Units or SF	Est. Construction Duration	AM Peak		PM Peak	
				Entry	Exit	Entry	Exit
Section 1							
SF Detached	210	600	2023-2026	108	323	357	210
SF attached	220	300		31	104	99	58
Section 2							
QSR	930	20000	2025-2031	27	14	155	128
Fast Food	934	8000		164	158	136	125
Grocery	850	125,000		287	191	589	566
Cinema	445	10,000				30	19
Car Dealership	840	30,000		41	15	29	44
Coffee/Donut Shop/Drive Thru	937	7,500		340	327	162	163
Home Improvement	862	150,000		134	102	171	179
Warehousing/Flex Space	150	500,000		65	20	26	69
Medical/Dental Space	720	25,000		54	16	24	63
Hotel	310	100,000		28	19	31	29
Single-Tenant Office	715	50,000		79	10	13	73
Apparel Store	876	7,500		6	2	16	15
Shopping Center	820	250,000		146	89	457	496
Day Care	565	0		-	-	-	-
Convenience	851	7,000		219	219	175	169
Truck Stop	950	10,000		132	133	120	107
Storage Units	151	200,000		12	8	16	18
Multi-Family	221	300	28	80	81	51	
SF Attached	220	60	6	23	23	14	
Section 3							
SF Detached	210	600	2025-2030	108	323	357	210
Section 4							
SF Detached	210	400	2029-2035	72	217	242	142
SF Attached	220	120		13	44	43	26
Multifamily	221	300		28	80	81	51
Section 5							
SF Detached	210	380	2028-2033	69	206	231	135
Child Care	565	15,000		87	78	78	89
Health/Fitness	492	50,000		33	33	98	75
SF Attached	220	60		6	23	23	14

Land use	LUC	Units or SF	Est. Construction Duration	AM Peak		PM Peak	
				Entry	Exit	Entry	Exit
Section 6							
QSR	930	10,000	2029-2035	14	7	77	64
Fast Food	934	4,000		82	79	68	63
Grocery	850	125,000		287	191	589	566
Cinema	445	0		-	-	-	-
Car Dealership	840	0		-	-	-	-
Coffee/Donut Shop/Drive Thru	937	7,500		340	327	162	163
Home Improvement	862	0					
Warehousing/Flex Space	150	250,000		33	10	13	35
Medical/Dental Space	720	50,000		108	31	48	125
Hotel	310	200,000		55	39	61	59
Single-Tenant Office	715	50,000		79	10	13	73
Apparel Store	876	7,500		6	2	16	15
Shopping Center	820	0		-	-	-	-
Day Care	565	15,000		87	78	78	89
Convenience	851	7,000		219	219	175	169
Truck Stop	950	0		-	-	-	-
Storage Units	151	0	-	-	-	-	
Section 7							
SF Attached	220	150	2028-2033	16	54	53	32
SF Detached	210	100		19	57	64	38
Multifamily	221	300		28	80	81	51
Total Trips				3,696	4,041	5,361	4,880

6.6 Trip Distribution

To assign new trips to the roadway network, it is necessary to determine how the trips should be distributed to and from the site. A distribution pattern was developed to define the origin and destination of the new trips and listed below.

- **Section 1**
 - 50% of the trips generated to/from the development will utilize Driveway #5
 - 30% of the trips generated to/from the development will utilize Driveway #6
 - 20% of the trips generated to/from the development will utilize Driveway #7
- **Section 2**
 - 20% of the trips generated to/from the development will utilize Driveway #1
 - 40% of the trips generated to/from the development will utilize Driveway #3
 - 40% of the trips generated to/from the development will utilize US 25 Conn @ I-520 NB Ramps intersection
- **Section 3**
 - 50% of the trips generated to/from the development will utilize Driveway #3
 - 50% of the trips generated to/from the development will utilize Driveway #4

- **Section 4**
 - 33% of the trips generated to/from the development will utilize Driveway #5
 - 67% of the trips generated to/from the development will utilize Driveway #7
- **Section 5**
 - 70% of the trips generated to/from the development will utilize US 25 Conn @ I-520 NB Ramps intersection
 - 15% of the trips generated to/from the development will utilize Driveway #3
 - 15% of the trips generated to/from the development will utilize Driveway #4
- **Section 6**
 - 100% of the trips generated to/from the development will utilize US 25 Conn @ I-520 NB Ramps intersection
- **Section 7**
 - 50% of the trips generated to/from the development will utilize US 25 Conn @ I-520 NB Ramps intersection
 - 50% of the trips generated to/from the development will utilize Driveway #7

6.7 Traffic Assignment

The new trips generated by the mixed land uses for each peak hour for Build year and Design year are shown in **Figure 9** and **Figure 10**. During Build year (2025), only Section 1 is proposed to be developed and will be utilizing Driveway 5, Driveway 6, and Driveway 7.

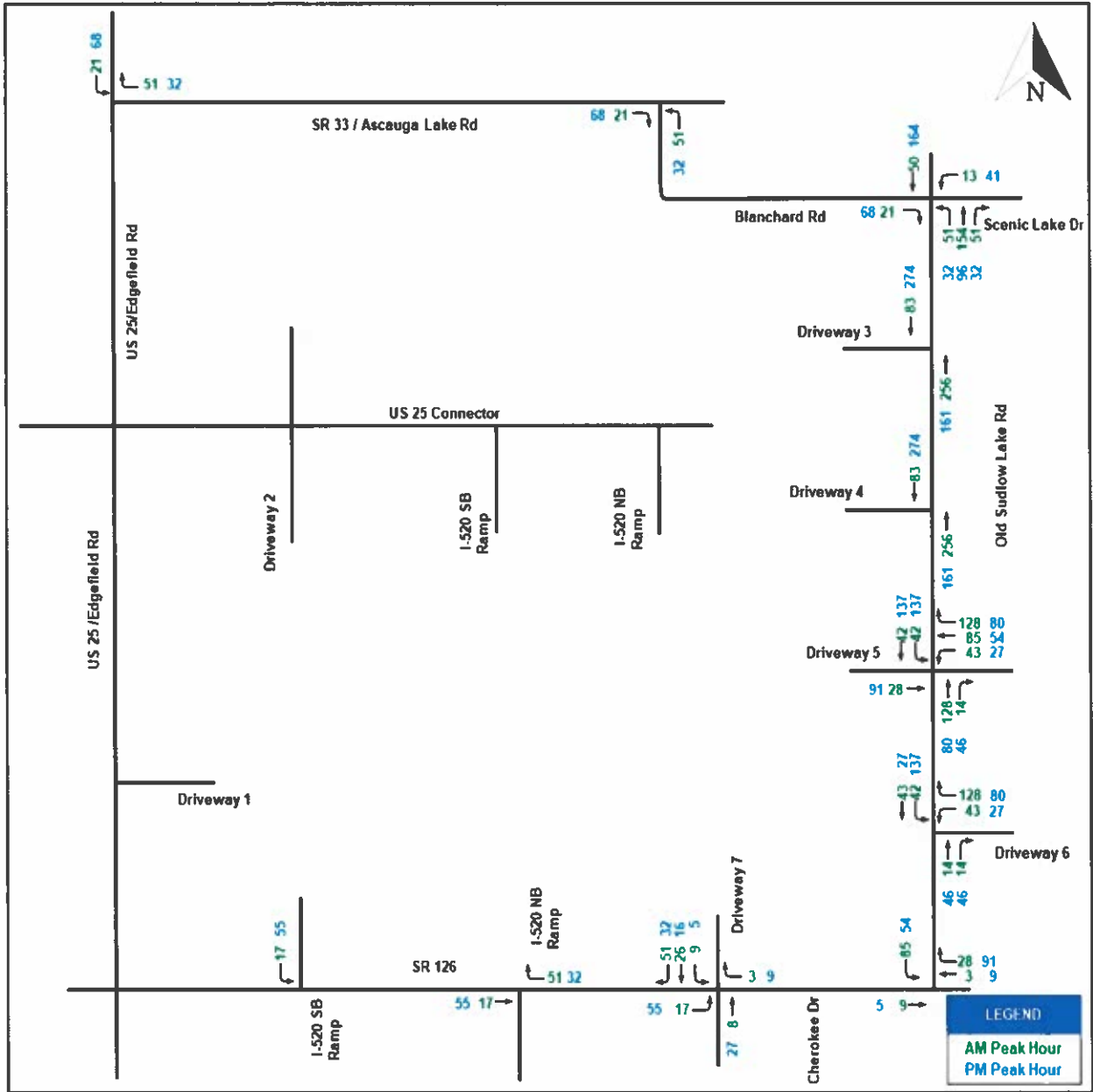


Figure 9: New Trips Generated (2025)

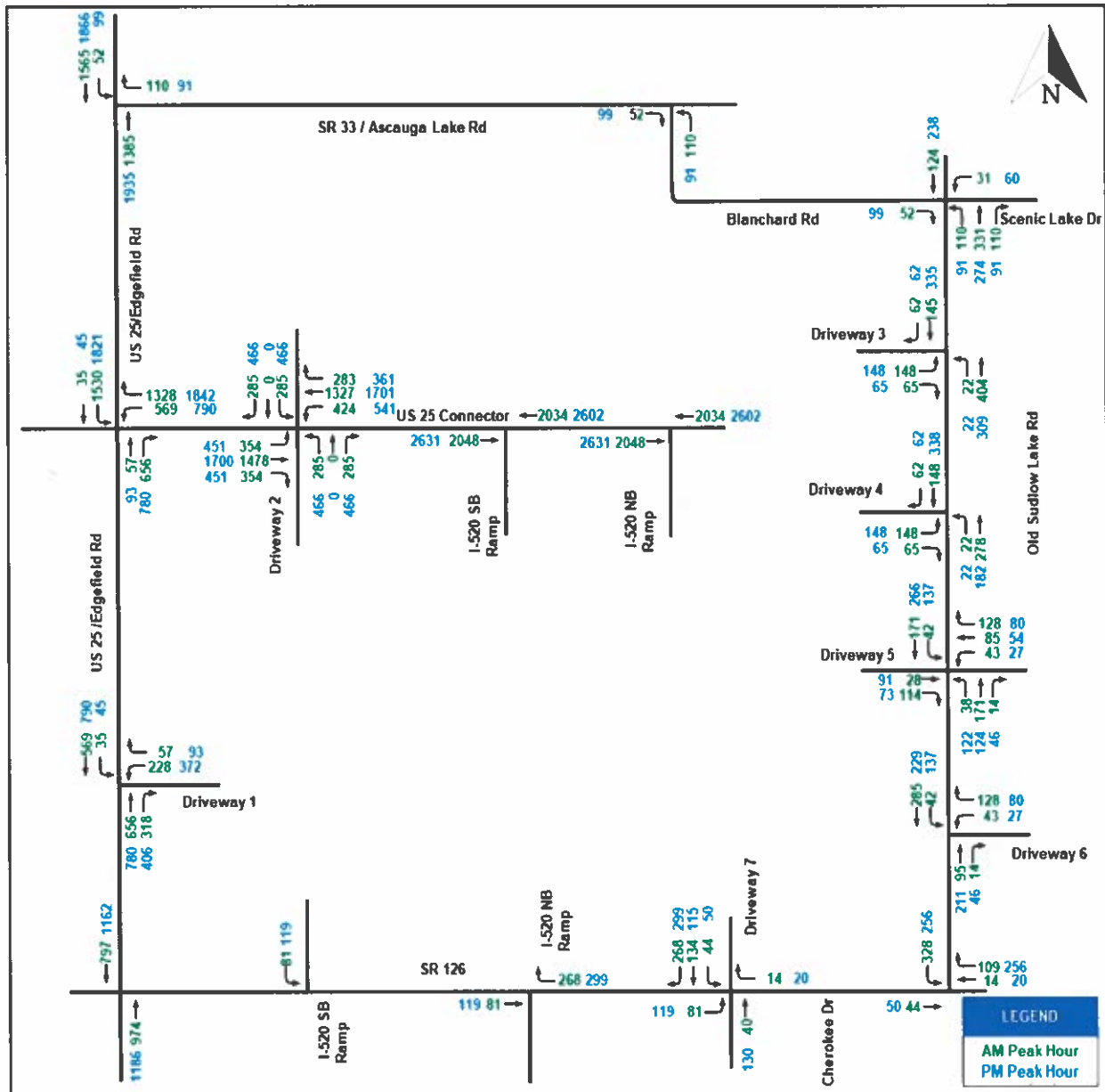


Figure 10: New Trips Generated (2035)

6.7.1 Total Peak Hour Volumes

The total peak hour volumes are derived by combining the generated volumes with the Background Growth Volumes. The Projected 2025 and 2035 Peak Hour Traffic Volumes are shown below in **Figure 11** and **Figure 12** respectively.

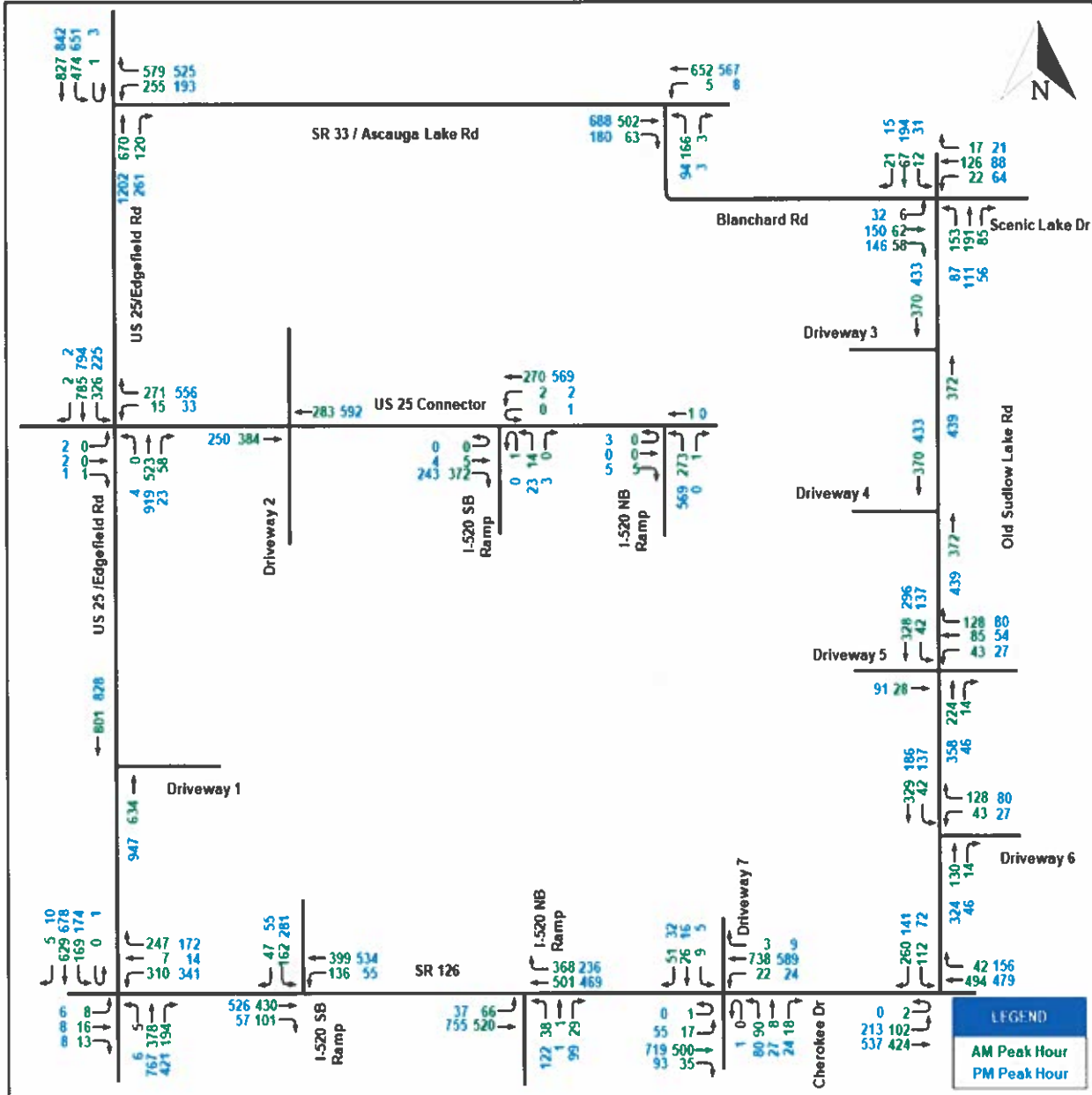


Figure 11: Total Peak Hour Volumes (2025)

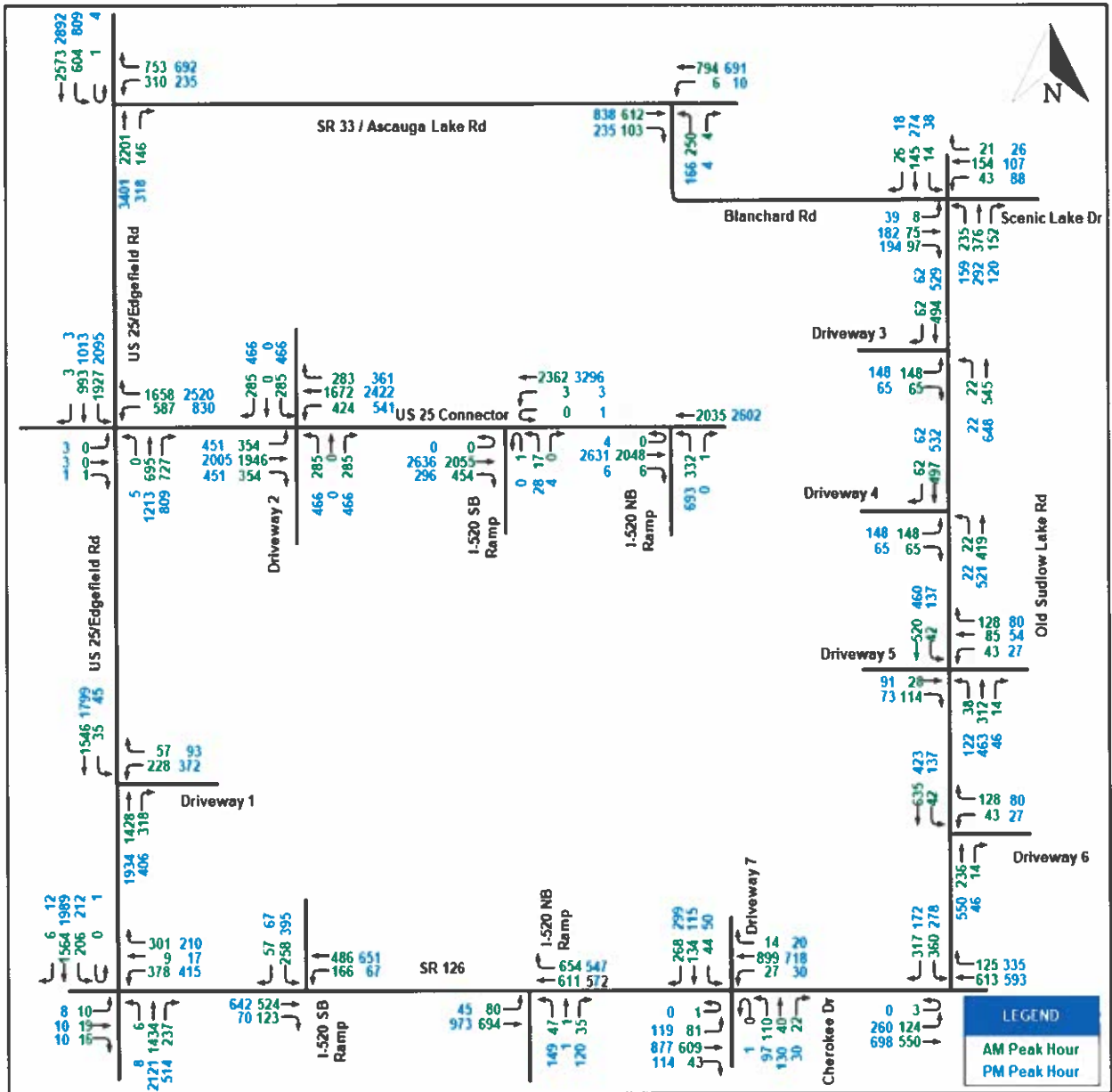


Figure 12: Total Peak Hour Volumes (2035)

7 Capacity Analysis

Existing and projected conditions were evaluated using capacity analysis techniques described in the *Highway Capacity Manual, Special Report 209*, published by the Transportation Research Board, 2016. *Synchro 10* from Trafficware was used to facilitate the analysis. HCM level-of-service (LOS) definitions are shown in **Table 5**. The target LOS at the study intersection is 'D' or better.

Table 5: Level of Service Criteria

Level of Service	Delay Per Vehicle (Seconds)	
	Signalized Intersections	Unsignalized Intersections
A	≤10.0	≤10.0
B	10.1 to 20.0	10.1 to 15.0
C	20.1 to 35.0	15.1 to 25.0
D	35.1 to 55.0	25.1 to 35.0
E	55.1 to 79.9	35.1 to 49.9
F	>80.0	>50.0

Source: *Highway Capacity Manual, Special Report 209, Transportation Research Board, 2016*

7.1 Existing Conditions

The intersections included in the study were first evaluated using the existing geometry and volumes. The results of the capacity analysis for the intersections are summarized in

Table 6. For each condition, the level of service is shown, followed parenthetically by the average delay per vehicle, in seconds. The capacity analysis reports for the intersections under existing conditions are provided in **Appendix C**.

Table 6: Capacity Analysis Results - Existing Conditions

Intersection	Movement	AM Peak	PM Peak
US 25/Edgefield Rd @ US 25 Conn	Signal	B(12.3)	B(10.5)
US 25 Connector @ I-520 SB Ramps	Signal	A(7.7)	A(7.8)
US 25 Connector @ I-520 NB Ramps	EBT	-	-
	EBR	-	-
	WBL	-	-
	WBT	-	-
	NBL	B(10.1)	B(14.3)
	NBR	-	-
US 25/Edgefield Rd @ SR 33	Signal	D(38.5)	F(91.5)
Blanchard Rd @ SR 33	EBT	-	-
	EBR	-	-
	WBL	A(0.1)	A(0.1)
	WBT	-	-
	NBL/R	F(50.2)	E(40.8)
Old Sudlow Lake Rd @ Blanchard Rd	EBT	-	-
	EBL/R	B(11.9)	B(13.3)
	WBT	-	-
	WBL/R	B(13.8)	B(12.5)
	NBL	A(4.4)	A(4.4)
	NBT	-	-

Intersection	Movement	AM Peak	PM Peak
	NBR	-	-
	SBL	A(1.7)	A(3.0)
	SBT	-	-
	SBR	-	-
SR 126 @ Old Sudlow Lake Rd	EBL	A(1.8)	A(2.7)
	EBT	-	-
	EBR	-	-
	WBT	-	-
	WBR	-	-
	SBL/R	B(14.9)	B(12.9)
SR 126 and Cherokee Dr	EBU	-	-
	EBT	-	-
	EBR	-	-
	WBL	A(0.3)	A(0.4)
	WBT	-	-
	NBL/R	D(28.7)	E(38.1)
SR 126 @ I-520 NB Ramps	Signal	B(12.2)	B(11.7)
SR 126 @ I-520 SB Ramps	Signal	A(9.3)	A(9.5)
US 25/Edgefield Rd @ SR 126	Signal	C(22.4)	C(21.2)

Capacity analysis results indicate that the following intersections are projected to experience unacceptable operation under Existing conditions:

- **US 25/Edgefield Rd @ SR 33**
 - Intersection is projected to operate at LOS F during PM peak hour.
- **Blanchard Rd @ SR 33**
 - The northbound approach is projected to operate at LOS 'F' during both peak hours.
- **SR 126 and Cherokee Dr**
 - The northbound approach is projected to operate at LOS 'E' during PM peak hours.

7.2 Projected No-Build Conditions

The projected No-Build conditions include the existing geometry and the background growth volumes without the new trips generated from the development.

The capacity analysis results for each of the study intersections under projected 2023 and 2043 No-Build conditions are provided in **Table 7**. The capacity analysis reports for the intersections under projected No-Build conditions can be found in **Appendix D**.

Table 7: Capacity Analysis Results – No-Build Conditions

Intersection	Movement	Build Year (2025)		Design Year (2035)	
		AM Peak	PM Peak	AM Peak	PM Peak
US 25/Edgefield Rd @ US 25 Conn	Signal	B(12.3)	B(10.8)	B(13.0)	B(12.1)
US 25 Connector @ I-520 SB Ramps	Signal	A(7.9)	A(7.9)	A(8.8)	A(8.0)
US 25 Connector @ I-520 NB Ramps	EBT	-	-	-	-
	EBR	-	-	-	-
	WBL	-	-	-	-
	WBT	-	-	-	-

Intersection	Movement	Build Year (2025)		Design Year (2035)	
		AM Peak	PM Peak	AM Peak	PM Peak
US 25/Edgefield Rd @ SR 33	NBL	B(10.2)	C(15.2)	B(10.7)	B(21.5)
	NBR	-	-	-	-
	Signal	D(47.4)	F(97.8)	F(82.4)	F(139.9)
Blanchard Rd @ SR 33	EBT	-	-	-	-
	EBR	-	-	-	-
	WBL	A(0.1)	A(0.1)	A(0.1)	A(0.1)
	WBT	-	-	-	-
	NBL/R	F(68.8)	F(50.3)	F(279.0)	E(154.4)
Old Sudlow Lake Rd @ Blanchard Rd	EBT	-	-	-	-
	EBL/R	B(12.2)	B(14.0)	B(13.9)	C(17.5)
	WBT	-	-	-	-
	WBL/R	B(14.4)	B(12.9)	B(17.8)	C(15.1)
	NBL	A(4.4)	A(4.4)	A(4.4)	A(4.4)
	NBT	-	-	-	-
	NBR	-	-	-	-
	SBL	A(1.8)	A(3.0)	A(1.7)	A(3.0)
	SBT	-	-	-	-
	SBR	-	-	-	-
SR 126 @ Old Sudlow Lake Rd	EBL	A(1.9)	A(2.7)	A(2.0)	A(3.1)
	EBT	-	-	-	-
	EBR	-	-	-	-
	WBT	-	-	-	-
	WBR	-	-	-	-
	SBL/R	B(16.2)	B(13.6)	C(24.1)	C(16.9)
SR 126 and Cherokee Dr	EBU	-	-	-	-
	EBT	-	-	-	-
	EBR	-	-	-	-
	WBL	A(0.3)	A(0.4)	A(0.3)	A(0.4)
	WBT	-	-	-	-
	NBL/R	D(34.3)	E(48.3)	F(92.2)	F(177.1)
SR 126 @ I-520 NB Ramps	Signal	B(11.1)	B(14.6)	B(11.7)	B(14.4)
SR 126 @ I-520 SB Ramps	Signal	A(10.0)	A(10.6)	A(10.3)	B(11.0)
US 25/Edgefield Rd @ SR 126	Signal	C(22.8)	C(21.9)	C(24.7)	C(26.1)

Capacity analysis results indicate that the following intersections are projected to experience unacceptable operation under No-Build conditions:

- **US 25/Edgefield Rd @ SR 33**
 - Intersection is projected to operate at LOS 'F' during PM peak hour in 2025 and LOS 'F' during both the peak hours in 2035.
- **Blanchard Rd @ SR 33**
 - The northbound approach is projected to operate at LOS 'F' during both peak hours in 2025 & 2035.
- **SR 126 and Cherokee Dr**
 - The northbound approach is projected to operate at LOS 'E' during PM peak hour in 2025 and LOS 'F' during both the peak hours in 2035.

7.3 Projected Build Conditions

The projected Build conditions include the existing geometry and the Total Peak Hour Traffic Volumes, which includes the background growth and new trips generated by the development. The capacity analysis results for each of the study intersections under projected Build conditions are provided in **Table 8**. The capacity analysis reports for the intersections under projected Build conditions can be found in **Appendix E**.

Blanchard Rd @ SR 33 is considered as signalized intersection for Build conditions.

Table 8: Capacity Analysis Results – Build Conditions

Intersection	Movement	Build Year (2025)		Design Year (2035)	
		AM Peak	PM Peak	AM Peak	PM Peak
US 25/Edgefield Rd @ Driveway 1	WBL	-	-	F(*)	F(*)
	WBR	-	-	-	-
	NBT	-	-	-	-
	NBR	-	-	-	-
	SBL	-	-	A(0.4)	A(0.8)
	SBT	-	-	-	-
US 25/Edgefield Rd @ US 25 Conn	Signal	B(12.3)	B(10.7)	F(400.7)	F(573.7)
US 25 Connector @ Driveway 2	EBL	-	-	F(116.5)	F(*)
	EBT	-	-	-	-
	EBR	-	-	-	-
	WBL	-	-	F(*)	F(*)
	WBT	-	-	-	-
	WBR	-	-	-	-
	NBL/R	-	-	F(*)	F(*)
SBL/R	-	-	F(*)	F(*)	
US 25 Connector @ I-520 SB Ramps	Signal	A(7.9)	A(7.9)	D(47.6)	F(182.4)
US 25 Connector @ I-520 NB Ramps	EBT	-	-	-	-
	EBR	-	-	-	-
	WBL	-	-	-	-
	WBT	-	-	-	-
	NBL	B(10.2)	C(15.2)	F(*)	F(*)
	NBR	-	-	-	-
US 25/Edgefield Rd @ SR 33	Signal	E(58.7)	F(100.1)	F(172.1)	F(284.7)
Blanchard Rd @ SR 33	Signal	B(12.6)	B(11.0)	B(17.8)	B(17.2)
Old Sudlow Lake Rd @ Blanchard Rd	EBT	-	-	-	-
	EBL/R	C(18.6)	E(35.7)	F(*)	F(*)
	WBT	-	-	-	-
	WBL/R	D(32.9)	F(51.5)	F(*)	F(*)
	NBL	A(2.7)	A(2.7)	A(2.5)	A(2.3)
	NBT	-	-	-	-
	NBR	-	-	-	-
	SBL	A(1.0)	A(1.0)	A(0.7)	A(1.0)
	SBT	-	-	-	-
SBR	-	-	-	-	
Old Sudlow Lake Rd @ Driveway 3	EBL	-	-	F(57.3)	F(100.6)
	EBR	-	-	-	-
	NBL	-	-	A(0.3)	A(0.3)

Intersection	Movement	Build Year (2025)		Design Year (2035)	
		AM Peak	PM Peak	AM Peak	PM Peak
	NBT	-	-	-	
	SBT	-	-	-	
	SBR	-	-	-	
Old Sudlow Lake Rd @ Driveway 4	EBL	-	-	E(37.7)	F(60.5)
	EBR	-	-	-	
	NBL	-	-	A(0.4)	A(0.4)
	NBT	-	-	-	
	SBT	-	-	-	
	SBR	-	-	-	
Old Sudlow Lake Rd @ Driveway 5	EBL	C(16.9)	E(43.6)	C(16.6)	F(*)
	EBT	-			
	EBR	-			
	WBL	C(17.5)	E(35.9)	F(54.8)	F(*)
	WBT	-			
	WBR	-			
	NBL	-		A(0.9)	A(1.7)
	NBT	-			
	NBR	-			
	SBL	A(0.9)	A(2.8)	A(0.6)	A(2.1)
	SBT	-			
	SBR	-			
Old Sudlow Lake Rd @ Driveway 6	WBL	B(10.8)	B(13.4)	B(14.0)	C(21.2)
	WBR	-			
	NBT	-			
	NBR	-			
	SBL	A(0.9)	A(3.6)	A(0.5)	A(2.3)
	SBT	-			
SR 126 @ Old Sudlow Lake Rd	EBU/EBL	A(1.9)	A(2.9)	A(2.1)	A(3.7)
	EBT	-	-	-	-
	EBR	-	-	-	-
	WBT	-	-	-	-
	WBR	-	-	-	-
	SBL/R	E(36.1)	C(24.2)	F(*)	F(*)
SR 126 and Cherokee Dr/Driveway 7	EBL/U	A(0.7)	A(1.1)	A(3.2)	A(2.5)
	EBT	-	-	-	-
	EBR	-	-	-	-
	WBL	A(0.3)	A(0.4)	A(0.3)	A(0.4)
	WBT	-	-	-	-
	WBR	-			
	NBL/T/R	F(147.4)	F(*)	F(*)	F(*)
	SBL/T	D(29.0)	E(37.2)	F(*)	F(*)
SBR	-				
SR 126 @ I-520 NB Ramps	Signal	B(10.9)	B(10.6)	B(12.1)	B(12.5)
SR 126 @ I-520 SB Ramps	Signal	B(10.4)	B(10.8)	B(12.0)	B(12.7)
US 25/Edgefield Rd @ SR 126	Signal	C(22.8)	C(21.9)	D(36.2)	E(70.6)

Note: *Computation Error

Capacity analysis results indicate that the following intersections are projected to experience unacceptable operation under Build conditions:

- **US 25/Edgefield Rd @ Driveway 1**
 - Intersection is projected to operate at LOS 'F' during both the peak hours in 2035.
- **US 25/Edgefield Rd @ US 25 Conn**
 - Intersection is projected to operate at LOS 'F' during both the peak hours in 2035.
- **US 25 Connector @ Driveway 2**
 - The eastbound & westbound approach is projected to operate at LOS 'F' during both peak hours in 2025 & 2035.
- **US 25 Connector @ I-520 SB Ramps**
 - Intersection is projected to operate at LOS 'F' during PM peak hour in 2035.
- **US 25 Connector @ I-520 NB Ramps**
 - Intersection is projected to operate at LOS 'F' during both the peak hours in 2035.
- **US 25/Edgefield Rd @ SR 33**
 - Intersection is projected to operate at LOS 'E' or worse during both the peak hours in 2025 and LOS 'F' during both the peak hours in 2035.
- **Old Sudlow Lake Rd @ Blanchard Rd**
 - The eastbound & westbound approach is projected to operate at LOS 'E' or worse during PM peak hour in 2025 and LOS 'F' during both the peak hours in 2035.
- **Old Sudlow Lake Rd @ Driveway 3**
 - The eastbound approach is projected to operate at LOS 'F' during both the peak hours in 2035.
- **Old Sudlow Lake Rd @ Driveway 4**
 - The eastbound approach is projected to operate at LOS 'E' during AM peak hour and LOS 'F' during PM peak hour in 2035.
- **Old Sudlow Lake Rd @ Driveway 5**
 - The eastbound approach is projected to operate LOS 'E' during PM peak hour in 2025 and LOS 'F' during PM peak hour in 2035
 - The westbound approach is projected to operate at LOS 'E' during PM peak hour in 2025 and LOS 'F' during both the peak hours in 2035.
- **SR 126 @ Old Sudlow Lake Rd**
 - The southbound approach is projected to operate at LOS 'E' during AM peak hour in 2025 and LOS 'F' during both the peak hours in 2035.
- **SR 126 and Cherokee Dr**
 - The northbound approach is projected to operate LOS 'F' during both the peak hours in 2035.
 - The southbound approach is projected to operate at LOS 'E' during PM peak hour in 2025 and LOS 'F' during both the peak hours in 2035.
- **US 25/Edgefield Rd @ SR 126**
 - Intersection is projected to operate at LOS 'E' or worse during PM peak hour in 2035

8 Summary of Findings

- The purpose of this study to conduct a Traffic Impact Study (TIS) for the mixed-use development in the Aiken County, South Carolina.
- Turning Movement Counts (TMC's) were conducted at the study intersections on Tuesday, April 19, 2022, from 7:00 AM to 9:00 AM and from 4:00 PM to 6:00 PM.
- The AM Peak Hour was found to be 7:15 to 8:15 AM, and the PM Peak Hour was found to be 4:30 to 5:30 PM
- Forty-eight hours Bi-directional traffic counts were conducted on Tuesday, April 19, 2022, along the proposed driveways
- The proposed Highland Springs development is a mixed-use development on approximately 1,370 acres.
- The development is proposed to have eight access points:
 - One new driveway on US 25/Edgefield Rd approximately 1,700 feet south of US 25 Connector.
 - Two new driveways (N-S) opposite each other on US 25 Connector approximately 950 feet east of US 25/Edgefield Rd.
 - The existing US 25 Connector stub northeast of the I-520 ramps.
 - One new driveway on Old Sudlow Lake Rd approximately 1,400 feet southwest of Scenic Lakes Dr.
 - One new driveway on Old Sudlow Lake Rd approximately 2,500 feet southwest of Scenic Lakes Dr.
 - Two new driveways (NW-SE) opposite each other on Old Sudlow Lake Rd approximately 4,300 feet northeast of SR 126/Belvedere Clearwater Rd.
 - One new driveway on Old Sudlow Lake Rd approximately 3,200 feet northeast of SR 126/Belvedere Clearwater Rd.
 - One new driveway at SR 126/Belvedere Clearwater Rd opposite of Cherokee Dr.
- Based on the census data from the Aikens County and the trend analysis for nearby SCDOT Count Stations, an annual growth rate of 2.0% was established between the Existing Year (2022) to the Design Year (2035).
- The mixed-use development is expected to generate 7,737 trips during AM Peak hour (3,696 entering and 4,041 exiting) and 10,241 trips during PM Peak hour (5,361 entering and 4,880 exiting)
- Existing peak hour analyses indicate that there are currently major operational deficiencies at US 25/Edgefield Rd @ SR 33 and Blanchard Rd @ SR 33 and SR 126 and Cherokee Dr intersections
- No-Build peak hour analyses indicate that US 25/Edgefield Rd @ SR 33 and Blanchard Rd @ SR 33 and SR 126 and Cherokee Dr intersections will be accounting for higher delays and operating at LOS 'F'
- Build peak hour analyses indicate with addition of new trips from the development, majority of the intersections will be operating at LOS 'F' in the design year (2035).

9 Recommendations

➤ Based on the findings of the study, the recommendations are as follows:

- Rerouting the US 25/Edgefield Rd regional traffic and adding additional lanes for US 25/Edgefield Rd @ US 25 Conn and US 25/Edgefield Rd @ SR 33 to meet the generated demand.
- **Blanchard Rd @ SR 33**
 - Convert to a signalized intersection by 2025.
- **SR 126 and Cherokee Dr**
 - Convert to a signalized intersection by completion of Section 1.
- **Old Sudlow Lake Rd @ Blanchard Rd**
 - Convert to a signalized intersection by 2035.
- **US 25 Conn @ Driveway 2**
 - Construct an eastbound right and left turn lanes with 200 feet full width storage.
 - Construct a westbound right and left turn lanes with 200 feet full width storage.
 - These improvements will be necessary prior to completion of Section 2.
- **Old Sudlow Lake Rd @ Driveway 3**
 - Construct a southbound right turn lane with 200 feet full width storage.
 - Improvements needed by completion of Section 3.
- **Old Sudlow Lake Rd @ Driveway 4**
 - Construct a southbound right turn lane with 200 feet full width storage.
 - Improvements needed by completion of Section 3.
- **Old Sudlow Lake Rd @ Driveway 5**
 - Construct a southbound left turn lane with 200 feet full width storage.
 - Construct a northbound left turn lane with 200 feet full width storage.
 - These improvements will be necessary prior to completion of Section 1.
- **Old Sudlow Lake Rd @ Driveway 6**
 - Construct a southbound left turn lane with 200 feet full width storage prior to completion of Section 1.
- **Old Sudlow Lake Rd @ SR 126**
 - Construct a southbound left turn lane with 200 feet full width storage by 2035.

RESOLUTION NO. 2022-31
AUTHORIZING THE CITY OF NORTH AUGUSTA
TO ENTER INTO A PROFESSIONAL ENGINEERING SERVICES CONTRACT
WITH KIMLEY-HORN AND ASSOCIATES, INC., TO PERFORM DESIGN
SERVICES FOR THE GEORGIA AVENUE TRAFFIC CALMING AND
PEDESTRIAN ACCESS STUDY

WHEREAS, the City of North Augusta desires to retain the services of KIMLEY-HORN AND ASSOCIATES, INC. to provide services related to the evaluation and design of potential transportation infrastructure needs along Georgia Ave; and

WHEREAS, two (2) firms responded to a "Request for Proposals" and were reviewed by a committee consisting of the Director of Planning and Development, the Assistant City Administrator, Director of Engineering and Public Works, Aiken County Planning Director, Aiken County Transportation Planner and representatives of South Carolina Department of Transportation and the Federal Highway Administration; and

WHEREAS, based upon the ranking of the firms, it has been determined that KIMLEY-HORN AND ASSOCIATES, INC. was the preferred contractor; 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 engineering services contract with KIMLEY-HORN AND ASSOCIATES, INC. to provide transportation study services.

BE IT FURTHER RESOLVED that the City Administrator is authorized to execute such documents as necessary to enter into said contracts for an amount not to exceed \$50,000

BE IT FURTHER RESOLVED that 80% of contract cost will be reimbursed by ARTS MPO Planning Funds, with a 20% match for funding for the transportation study services shall be from the Planning & Development Professional Services budget line item.

DONE, RATIFIED AND ADOPTED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH AUGUSTA, SOUTH CAROLINA, ON THIS ____ DAY OF _____, 2022.

Briton S. Williams, Mayor

ATTEST:

Sharon Lamar
City Clerk

AGREEMENT AND CONTRACT BETWEEN
CITY OF NORTH AUGUSTA
AND
KIMLEY-HORN AND ASSOCIATES, INC

SECTION I. GENERAL RECITALS

THIS AGREEMENT and Contract, made and entered into this ____ day of _____, 20____, by and between the City of North Augusta, South Carolina, hereinafter referred to as "CITY", and Kimley-Horn and Associates, Inc., a corporation organized and existing under and by virtue of the laws of the North Carolina and qualified to do business in the State of South Carolina, with its principal offices in Raleigh, NC 27601 located at 421 Fayetteville Street, Suite 600, Raleigh, NC 27601, hereinafter referred to as "Consultant".

WITNESSETH:

WHEREAS, the CITY and the South Carolina Department of Transportation, hereinafter "Department", entered into a Local Public Agency Agreement which addresses the responsibilities of the parties thereof under the herein project; and

WHEREAS, the CITY desires to employ Consultant to furnish personnel and render professional engineering services for use and benefit of the CITY in the development of the project as hereinafter more particularly described; and

WHEREAS, the Consultant has represented to the CITY that the Consultant is experienced and qualified to provide the services contemplated by this Agreement and the CITY has relied upon such representation; and

NOW, THEREFORE, in consideration of these premises and of the mutual covenants herein set forth, it is agreed by and between the parties hereto as follows:

SECTION II. SCOPE OF SERVICES REQUIRED OF CONSULTANT

- A. PROJECT DESCRIPTION. Provide Engineering Services for the **Georgia Avenue Traffic Calming and Pedestrian Study** Federal Highway Administration (SC PL) Grant project funding of \$40,000 and the 20% match from North Augusta Planning and Development (SC PL Match) of \$10,000. The study will encompass an approximately 1.5-mile corridor along Georgia Avenue from the bridge over the Savannah River north to Martintown Road. The study will be concentrated in the commercial area south of Jackson Avenue, but should acknowledge the importance of continuing improvements along the remaining corridor. The study limits will generally use West Avenue and East Avenue as the western and eastern limits of the study, however, the contributing areas may be considered. Suggested improvements outside this area or areas for future study may result from this study. The Consultant will Provide a detailed project list and recommendations for specific improvements along SCDOT and local right-of-ways related to pedestrian, bicycle and other alternative transportation methods, ranking of projects based on cost, effort, impact, and feasibility, and Identification of alternate funding sources.
- B. GENERAL STATEMENT OF CONSULTANTS ASSIGNMENT. For the heretofore described project, Consultant will provide engineering services as described in ATTACHMENT "A", SCOPE OF SERVICES AND SCHEDULE, attached hereto and specifically made a part of this Agreement. Work and liaison will be performed by the Consultant through its Columbia office in Columbia, South Carolina.

SECTION III. SERVICES OF CITY

The CITY agrees to provide to Consultant, and at no cost to Consultant, the services and data set forth in ATTACHMENT "B" SERVICES OF THE CITY, attached hereto and specifically made a part of this Agreement. Liaison for the CITY will be through the Director of Planning and Development or authorized designee.

SECTION IV. SCHEDULE (TIME OF PERFORMANCE)

The effective date of this Agreement will be the date of execution as shown in Section I. The Consultant shall begin work upon receipt of the CITY's written notice to proceed.

Consultant will prosecute all phases of the work in an expedient manner, exclusive of required review time by the CITY and if applicable the Department and the Federal Highway Administration as set forth in ATTACHMENT "A", SCOPE OF SERVICES AND SCHEDULE.

SECTION V. FEE AND COSTS

For the services covered under this AGREEMENT, Consultant shall be compensated by the CITY as follows:

A. LUMP SUM. For all work, materials, and services furnished under the terms of this Agreement, it is mutually agreed by and between Consultant and the CITY that compensation to Consultant will be a **Lump Sum Amount** of \$50,000.00.

B. PROGRESS PAYMENTS. Consultant will be paid in accordance with the milestone payment schedule as presented in Attachment C, attached hereto and incorporated herein.

C. INDIRECT RATE: Consultant and their subconsultants shall comply with SCDOT's Procurement Policy Memorandum (dated February 2, 2011) Implementing FHWA Order 4470.1A, dated October 27, 2010. This memorandum and FHWA Order reference a requirement for an approved Federal Acquisition Regulation (FAR) compliant indirect cost rate to be on file with SCDOT.

D. NON-ALLOWABLE COST. The CITY shall not reimburse Consultant for any expenses relating to business development activities, attendance at any special event, function, or ceremony where attendance is for social purposes. This does not include special events, functions or a ceremony in which a written the CITY request and approval has been given to Consultant to attend for the purpose of speaking and/or presenting purposes, or assisting the CITY staff with preparation and delivery of the function. Consultants are required to certify compliance with this paragraph on all invoices.

E. TOTAL COMPENSATION. The amount of compensation set forth in ATTACHMENT "C" of this AGREEMENT shall be the amount payable by the CITY to CONSULTANT.

F. COST RECORDS. Consultant, and its authorized subconsultants, shall maintain cost records in such manner as to comply with the policies set forth in Procurement, Management, and Administration of Engineering and Design Related Services (23 CFR 172) and also in Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR 200), and other directives as appropriate.

G. PURCHASE AND RENTAL/LEASE. The CITY considers that Consultant should have the necessary equipment and other items to perform consultant work described in the scope of services. In those cases, where it becomes necessary to purchase, lease, or rent equipment or other items with project funds, prior written CITY approval is required. All equipment and other items approved by the CITY for purchase with project funds shall become the property of the CITY at the completion of the project.

H. RELOCATION COSTS. Consultant has represented to the CITY that Consultant has the necessary personnel to perform Consultant's scope of services, and CITY has relied upon such representation. The CITY will not pay any relocation costs.

SECTION VI. MODE OF PAYMENT

- A. Monthly Invoices. For services performed in this Agreement, Consultant shall be paid monthly based on an approved invoice. Monthly or partial payments, at the discretion of the CITY, may have appropriate retainage withheld until completion and acceptance of the work.
- B. Acceptable Invoices. The CITY considers an acceptable invoice to include:
1. A breakdown of man-hours by classification and rate
 2. A line item for overhead
 3. A line item for profit
 4. A breakdown for other direct costs
 5. A breakdown for sub-consultant services
 6. Signature of certification by an authorized representative of the firm
 7. The CITY'S Project Manager may request additional certifications relating to work performed.

NOTE: For approved unit cost agreements numbers 1, 2 and 3 may be combined and identified by services, volume and rate. Numbers 4 and 5 shall be by breakdown costs.

- C. Certification of prompt payment to sub-consultants. Consultant shall certify on each invoice for payment that the charges thereon are true and correct. The submittal of such invoice shall constitute the Consultant's certification that all sub-consultants have incurred the charges shown on the invoice, will be paid within seven (7) days upon receipt of payment from the CITY, and have been paid for all charges shown on previous invoices.
- D. Prompt release of retainage. The Consultant may withhold as retainage up to five (5%) percent of a sub-consultant's payment until satisfactory completion of all work items of a subcontract. "Satisfactory completion of all work items of the subcontract" shall mean when the CITY pays the Consultant for the last work item of the subcontract. The Consultant must release to the sub-consultant any retainage withheld within seven (7) calendar days of the date the Consultant receives payment from the CITY for the last work item of the subcontract.
- E. Sanctions for failure to comply. Failure to comply with any of the above prompt payment provisions shall result in one or more of the following sanctions: (1) no further payments being made to the Consultant until compliance is achieved; (2) the Consultant being declared in default of the Contract; (3) the CITY terminating the Contract in accordance with Section VII, Paragraph (K) of this Agreement.

SECTION VII. GENERAL PROVISIONS

The CITY and the Consultant mutually agree as follows:

- A. OWNERSHIP OF DOCUMENTS. Basic notes, sketches, charts and other data prepared, furnished or obtained under this Agreement will become the property of the CITY without restriction or limitation on their use. No material produced in whole or in part under this Agreement will be subject to copyright in the United States or in any other country. The CITY shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data, or other materials prepared under this Agreement. The CITY shall retain ownership of all plans, drawings, specifications and related documents.
- B. INFORMATION TECHNOLOGY. All program management systems, software, or information technology products developed or utilized by Consultant for the project shall be able to interface with information technology systems utilized by the CITY and Department. All systems, software, or information technology developed for this project shall become the sole property of the CITY and Department upon Contract completion, including any source code. No program management systems, software or information technology products produced in whole or in part under this Agreement will be subject to copyright by Consultant. The CITY and Department shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, all program management systems, software, or information technology products prepared by Consultant, or its sub-consultants, under this Agreement.
- C. FINDINGS CONFIDENTIAL. Any reports, information, data, etc. furnished to or prepared or assembled by the Consultant under this Agreement which the CITY requests to be kept as confidential will not be made available to any individual or organization by the Consultant without prior written approval of the CITY. This section does not prohibit the release of information required under Federal or State "Freedom of Information (FOI)" statutes.
- D. PROGRESS. The Consultant shall at all time work closely with the designated representatives of the CITY and shall keep them fully advised as to the status of the work. The Consultant or his authorized representative will be present at all conferences, field inspections and other meetings as may be requested by the CITY. Conferences or consultations may be called at any time by either party to this Agreement. The plans and work of the Consultant will be available to the CITY, and if applicable to appropriate representatives of the Federal Highway Administration for review at all times.
- E. QUALITY CONTROL. All work by Consultant is to be done in a manner satisfactory to the CITY and in accordance with the established customs, practices, and procedures of the CITY, State of South Carolina, Federal Highway Administration, including compliance with applicable sections of the Department/Federal Highway Administration STEWARDSHIP AND OVERSIGHT PLAN, dated June 2014 (included herein by reference) and any revisions thereto, and in conformity with the standards adopted by

the American Associations of State Highway and Transportation Officials and approved by the Secretary of Transportation as provided in Title 23, U. S. Code, Section 109-B, as amended. For work involving the development of plans, the Consultant shall implement all necessary quality control measures to produce plans that conform to the DEPARTMENT and FHWA guidelines and standard, including the aforementioned. Prior to submittal to the DEPARTMENT, all plans shall be thoroughly reviewed by the CONSULTANT for completeness, correctness, accuracy and consistency with the aforementioned requirements. Plan sheets shall be initialed as applicable by both the preparer and the reviewer to indicate appropriate quality reviews have been completed. CONSULTANT shall maintain copies of any quality control documents, including check prints, throughout the duration of the project, with them becoming part of the official file, and shall submit copies of these to the DEPARTMENT upon request.

- F. INSPECTION OF WORK. The CITY, Department and their authorized representatives shall have access to and the right to inspect all project work and materials during regular business hours of the Consultant. The Consultant and its subcontractors shall keep and preserve all books, documents, papers, accounting records, and other evidence pertaining to costs incurred and make such materials available at its respective offices at reasonable times during the Contract period and for three years from date of final payment under the Contract for inspection by the CITY, if applicable any authorized representative of the Department and the Federal Highway Administration, and copies thereof shall be furnished if requested.
- G. CHANGES IN CONTRACT. The CITY may desire Consultant to render services for changes in connection with this project in addition to that provided for by the express provisions of this Agreement. Such additional services for changes will require a contract modification, setting forth the nature and scope of such additional services and the compensation therefor, as determined by mutual agreement between the CITY and Consultant. Work under such contract modification shall not proceed until formally approved by the CITY and if applicable the Department and the Federal Highway Administration.
- H. DELAYS AND EXTENSIONS. The Consultant agrees to prosecute the work continuously and diligently and no charges or claims for damages shall be made by Consultant for any delays or hindrance, from any cause whatsoever during the progress of any portion of the services specified in this Agreement. Such delays or hindrances, if any, may be compensated for by an extension of time for such reasonable period as the CITY may decide. Time extensions may be granted only for excusable delays such as delays beyond the control and without the fault or negligence of the Consultant.
- I. FAILURE TO MAINTAIN SATISFACTORY PROGRESS

The Consultant will proceed with the work in a timely fashion, providing sufficient manpower and resources to meet the commitment to schedules, milestones, and

completion dates set forth in the Contract. The CITY may monitor the progress of the work to determine that the work is progressing sufficiently to meet the commitments agreed to in the Contract.

The CITY's Program Manager may make a preliminary finding of delinquency if at any time the Consultant has not met the schedules, milestones, or completion dates established in the Contract, and it appears unlikely that the work will be completed by the specified date. Upon review of the preliminary finding of delinquency, the CITY's Program Manager may issue a Preliminary Notice of Delinquency. The Consultant will have 15 days to present information to the CITY as to why the Consultant should not be found delinquent. This information should contain a specific plan of action to meet the Contract schedules, milestones, and completion dates and/or show circumstances beyond the Consultant's control that have directly affected the Consultant's ability to meet the commitments in the Contract. Upon review of the information submitted, the CITY's Program Manager will make a determination to place or not place the Consultant in a delinquent status. If a determination of delinquent status is made, the CITY's Program Manager will issue a Final Notice of Delinquency. A Consultant receiving a Final Notice of Delinquency may appeal within 15 days to the CITY's Administrator for a review of the delinquent status.

A Consultant receiving a Final Notice of Delinquency may be terminated under the terms of this Agreement.

J. TERMINATION OF CONTRACT.

(a) This Contract may be terminated by the CITY at any time for the convenience of CITY by written notice to Consultant specifying the termination date of the Contract. In the event of such termination of the Contract by the CITY the Consultant will be compensated on a quantum meruit basis for its work satisfactorily performed through the termination date.

(b) Consultant also has the right to terminate this Contract if the CITY unreasonably fails to timely provide the service required of the CITY under scope of services or unreasonably fails to make timely payment for Consultant services rendered. In the event of such termination which is not the fault of Consultant, the CITY shall pay to Consultant the compensation properly due including reasonable overhead and profit on work performed for services properly performed (prior to the effective date of the termination) and for reasonable reimbursable expenses properly incurred as a result of the termination.

(c) In the event Consultant through any cause fails to perform any of the terms, covenants, or provisions of this Contract on its part to be performed, or if it for any cause fails to make progress in work hereunder in a reasonable manner, or if the conduct of Consultant impairs or prejudices the interest of the CITY, or if Consultant

violates any of the terms, covenants, or provisions of this Contract, the CITY shall have the right to terminate this Contract by giving seven (7) days-notice in writing of the termination and date of such termination to Consultant. The CITY shall have the sole discretion to permit the Consultant to remedy the cause of the contemplated termination without waiving the CITY's right to terminate the Contract. All drawings, specifications, and other documents relating to the design or supervision of consultant work shall be surrendered forthwith by Consultant to the CITY. The CITY may take over work to be done under this Agreement and prosecute the work to completion by contract or otherwise, and Consultant shall be liable to the CITY for all reasonable cost in excess of what the CITY would have paid the Consultant had there been no termination.

K. DISPUTES. In any dispute concerning a question or fact in connection with the work of this Agreement, or compensation therefore, the decision of the CITY in the matter shall be final and conclusive for both parties.

L RESPONSIBILITY FOR CLAIMS AND LIABILITY. The Consultant shall assume certain risks in connection with the performance of this Agreement and shall be liable for and shall indemnify and hold harmless the CITY and other agencies of government from claims and liability due to negligent acts of the Consultant, its subcontractors, agents or employees in connection with the prosecution and completion of the work covered by this Agreement.

Consultant shall, until this Agreement has been fully performed or until it has been terminated by the CITY, take out and maintain as a normal business expense Liability and Professional Errors and Omissions Insurance with coverage in the amount not less than customarily carried by any party in the performance of similar work and Public Liability and Property Damage Insurance with coverage in the amount not less than customarily carried by any party in the performance of similar work and in such form and with such insurance carriers as are available to it and acceptable to the CITY. Consultant will secure and maintain such insurance, including vehicular insurance, as will protect it from claims under worker's compensation acts, claims for damages because of bodily injury including personal injury, sickness or disease, or death of any of its employees or of any person other than its employees, and for claims for damages because of injury to or destruction of tangible property including loss of use resulting therefrom.

- M. GENERAL COMPLIANCE WITH LAWS. The Consultant and its subcontractors shall at all times observe and comply with all Federal, State and local laws, ordinances and regulations affecting the conduct of the work.
- N. SUBLETTING, ASSIGNMENT OR TRANSFER. The Consultant shall not assign, sublet, or transfer any of the work, except as specifically provided for under the terms of this Contract, without prior written consent of the CITY. Such consent does not

release or relieve the Consultant, as principal, from any of its obligations and liabilities under this Agreement.

The Consultant shall furnish all Contract provisions to each sub-consultant which shall apply to all sub-consultant agreements. All sub-consultant agreements shall be provided to the CITY by the Consultant upon request.

O. ETHICS ACT. By execution of this Agreement Consultant certifies Consultant is in compliance with South Carolina's Ethics, Government Accountability, and Campaign Reform Act of 1991, as amended. The following statutes require special attention: (a) Offering, giving, soliciting, or receiving anything of value to influence action of public employee – Section 8-13-790, (b) Recovery of kickbacks- Section 8-13-790, (c) Offering, soliciting, or receiving money for advice or assistance of public official – Section 8-13-720, (d) Use or disclosure of confidential information – Section 8-13-725, (e) Persons hired to assist in the preparation of specifications or evaluation of bids – Section 8-13-1150, (f) Solicitation of state employees – Sections 8-13-755, 8-13-760 and 8-13-725.

P. DRUG FREE WORK PLACE CERTIFICATION. By execution of this Agreement Consultant certifies Consultant will comply with all applicable provisions of The Drug-Free Workplace Act, Title 44, Chapter 107 of the South Carolina Code of Laws, as amended.

Q. COVENANT AGAINST CONTINGENT FEES. The Consultant warrants that it has not employed or retained any company or persons, other than a bona fide employee working solely for the Consultant, to solicit or secure this Contract, and that he has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, the Department shall have the right to annul this Contract without liability or, at its discretion, to deduct from the Contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gifts, or contingent fee.

R. TITLE VI. CIVIL RIGHTS ACT OF 1964. During the performance of this Agreement, Consultant, for itself, its assignees and successors in interest agrees as follows:

1. Compliance with Regulations:

Consultant shall comply with the regulations relative to non-discrimination in Federally-assisted programs of the United States Department of Transportation (Title 49, Code of Federal Regulations, Part 21, hereinafter referred to as "Regulations"), which are

herein incorporated by reference and made a part of this Agreement.

2. Non-discrimination:

Consultant, with regard to work performed by it after award and prior to completion of the Contract work, shall not discriminate on the grounds of race, religion, color, sex, age, handicap, national origin, or political affiliation in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Consultant shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the Contract covers a program set forth in Appendix B of the Regulations.

3. Solicitations for Sub-contracts, including Procurements of Materials and Equipment:

In all solicitations, either by competitive bidding or negotiation made by Consultant for work to be performed under a subcontract, including procurements of materials or lease of equipment, each potential subcontractor or supplier shall be notified by Consultant of Consultant's obligations under this Agreement and the Regulations relative to non-discrimination on the grounds of race, religion, color, sex, age, handicap, national origin, or political affiliation.

4. Information and Reports:

Consultant shall provide all information and reports required by the Regulations, or directions issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the CITY and/or Department to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of Consultant is in the exclusive possession of another who fails or refuses to furnish this information, Consultant shall so certify to the CITY, and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Non-compliance:

In the event of Consultant's non-compliance with the non-discrimination provisions of this Contract, the CITY and/or Department shall impose such contract sanctions as it may determine to be appropriate, including, but not limited to:

- (a) Withholding of payments to Consultant under the Contract until Consultant complies, and/or

(b) Cancellation, termination or suspension of the Contract, in whole or in part.

6. Incorporation of Provisions:

Consultant shall include the provisions of Paragraphs 1 through 6 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directions issued pursuant thereto. Consultant shall take such action with respect to any subcontract or procurement as the CITY, may direct as a means of enforcing such provisions, including sanctions for non-compliance. Provided, however, that in the event Consultant becomes involved in, or is threatened with, litigation with a sub-contractor or supplier as a result of such direction, Consultant may request the CITY and/or Department to enter into such litigation to protect the interest of the CITY and/or Department and, in addition, Consultant may request the United States to enter into such litigation to protect the interest of the United States.

S. MINORITY BUSINESS ENTERPRISE.

(a) Policy. It is the policy of the CITY to ensure nondiscrimination in the award and administration of federally-assisted contracts and to use Disadvantaged Business Enterprises (DBEs) in all types of contracting and procurement activities according to State and Federal laws. This Contract is subject to the provisions of the Department's DBE program and 49 CFR Part 26.

(b) Consultant/Sub-consultant assurances. Neither the consultant, nor its sub-consultants, shall discriminate on the basis of race, color, national origin or sex in the performance of this Contract. The Consultant shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of federally-assisted contracts. Failure by the Consultant, or any of its sub-consultants, to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as the CITY deems appropriate. Consultant shall advise its sub-consultant of these provisions by including this clause in each of its subcontracts.

(c) Quoter information. At the conclusion of this Contract, the Consultant shall submit to Department the names and addresses of all sub-consultants who quoted subcontracts for this Contract.

(d) Reports on Sub-consultant payments. At the conclusion of this Contract, the Consultant shall report to the CITY all payments made to sub-consultants on this Contract. The report shall include the following information as to each sub-consultant: the name and address of the sub-consultant and the total payments made to the sub-consultant.

T. EQUAL EMPLOYMENT OPPORTUNITY. In connection with the execution of this Contract, Consultant shall not discriminate against any employee or applicant for

employment because of race, religion, color, sex or national origin. Consultant shall comply with Executive Order 11246, as amended by the Executive Order 11375, and as supplemented by Department of Labor Relations (41 CFR, Part 60) (OMB Circular A-102; Attachment O; Part 14C) and shall take affirmative action to ensure that applicants are employed and that employees are treated during their employment without regard to their race, religion, color, sex, or national origin. Such actions will include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay, or other forms of compensation; and selection for training, including apprenticeship.

U. PARTICIPATION BY FOREIGN CONSULTANTS AND SUB-CONSULTANTS

The CITY will not consider for award any proposal submitted by any consultant, and will not consent to subletting any portions of the Contract to any sub-consultant, of a foreign country during any period in which such foreign country is listed by the United States Trade Representative as discriminating against U. S. firms in conducting procurements for public works projects.

For the purpose of this Special Provision, any consultant or sub-consultant who is a citizen or national of a foreign country or is controlled directly or indirectly by citizens or nationals of a foreign country, shall be considered to be a consultant or sub-consultant of such foreign country.

V. PROHIBITION ON PROCUREMENT OF CERTAIN TELECOMMUNICATIONS EQUIPMENT. In accordance with 2 CFR 200.216, Consultants, in the performance of this Contract, are prohibited from procuring or obtaining telecommunication or video surveillance equipment, services, or systems produced by:

- Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
- Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

W. COMPLIANCE CONCERNING ILLEGAL ALIENS. By execution of this Agreement the Consultant as the prime consultant does hereby agree:

- a) to certify its compliance with the requirements of Chapter 14 of Title 8 of the S.C. Code of Laws regarding Unauthorized Aliens and Public Employment;
- b) to provide the CITY with any documents required to establish such compliance upon request; and
- c) to register and participate and require agreements from sub-consultants to

register and participate in the federal work authorization program to verify the employment authorization of all new employees, or to employ only workers who supply the documents required pursuant to S.C. Code 8-14-20(B)(2).

X. SUCCESSORS AND ASSIGNS. The CITY and Consultant each binds itself, its successors, and assigns to the other party with respect to these requirements, and also agrees that neither party shall assign, sublet, or transfer its respective interest in the Agreement without the written consent of the other.

Y. ENTIRE AGREEMENT. This Agreement with referenced exhibits, and/or attached certifications, and attachments constitutes the entire Agreement between the parties and, except for contract modifications prepared in accordance with provisions thereof, there are no collateral contracts or agreements between the parties relating to this work. The execution of this Agreement by the parties hereto represents the execution of each individual certification hereof. This Agreement and Contract is to be interpreted under the laws of the State of South Carolina.

IN WITNESS WHEREOF, the parties herein have executed this Agreement as of the day and year first written above.

Signed, sealed and executed for the Consultant:

WITNESS:

(Consultant's Legal Name)

By:

(Signature)

Title:

Federal ID No.:

Signed, sealed and executed for the CITY:

WITNESS:

By:

(Signature)

Title:

ENGINEER CERTIFICATION FOR PROJECT PLANS AND SPECIFICATIONS

Consultant's Name: _____
Route Number: _____
File Number: _____
Project Number: _____
Project Description: _____

In order to advance projects in an expeditious and efficient manner, _____ hereby assigns to the above-named consulting firm, hereinafter referred to as the Undersigned, and the Undersigned accepts full responsibility for all project plan and specification reviews including the approval of all information, dimensions, quantities, details and designs involved in the preparation and production of the project plans and specifications for the above-named project. In accepting this responsibility, the undersigned makes the following certification:

THE UNDERSIGNED CERTIFIES to be a South Carolina registered engineering firm with absolute authority to accept the responsibility for the project plans and specification involved in the project; and,

THE UNDERSIGNED CERTIFIES to produce project plans and specifications that will conform with all guidelines and requirements stated in this Agreement unless a specific deviation has been requested in writing and approved by the _____, DEPARTMENT, and, if applicable, the Federal Highway Administration (FHWA); and,

THE UNDERSIGNED CERTIFIES that all project plans and specifications will be checked in their entirety for completeness, correctness, accuracy and consistency with other details in all respects, and will be thoroughly reviewed by the undersigned consulting firm to be in compliance with the requirements in effect at the time of submission to the _____; and,

THE UNDERSIGNED CERTIFIES that each project plan sheet submitted on this project will be signed and sealed by a South Carolina Registered Engineer; and,

THE UNDERSIGNED CERTIFIES that all of the work performed under this Contract will be performed in accordance with the special provisions and specifications, and will be performed so as to meet or exceed reasonable standard of care of the profession; and

THE UNDERSIGNED CERTIFIES that by signing and sealing the plans, the undersigned assumes full, complete and conclusive liability for all discrepancies, errors or omissions found at any time in the plans or specifications. Further, that all corrections to the plans or specifications will be made at the consultant's expense and the consultant will not include the cost of corrections of faulty or deficient work on its invoice to the _____; and

THE UNDERSIGNED FURTHER CERTIFIES that it agrees that failure to meet any of the above requirements may be deemed just cause, at the discretion of the _____, for withholding payment on the Contract and/or termination of the Contract, without damages due to the Undersigned by _____.

This Engineering Certification for Project Plans and Specification is attached to and becomes part of the Agreement and project, with all terms and conditions of the Agreement and project applicable hereto.

Seal

Date

Firm: _____

By: _____

Title: _____

CERTIFICATION OF CONSULTANT

I hereby certify that I am the/a duly authorized representative of the Consultant and that neither I nor the above consultant I here represent has:

- (a) employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above Consultant) to solicit or secure this Agreement;
- (b) agreed, as an express or implied condition for obtaining this Agreement, to employ or retain the services of any firm or person in connection with carrying out the Agreement, or
- (c) paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above Consultant) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the Contract except as here expressly stated (if any).
- (d) been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department, state department or agency thereof. The Consultant further certifies full compliance with 23 CFR 633 Subpart A of the Federal Code.

I acknowledge that this certificate is to be furnished to the CITY, Department, the Federal Highway Administration, and the U.S. Department of Transportation, and is subject to applicable State and Federal laws, both criminal and civil.

By: _____

Date: _____

CERTIFICATION OF CITY

I hereby certify that I am the CITY ADMINISTRATOR of the CITY OF NORTH AUGUSTA of the State of South Carolina and that the above Consultant or its representative has not been required, directly or indirectly, as an express or implied condition in connection with obtaining or carrying out this Agreement to:

- (a) employ or retain, or agree to employ or retain, any firm or person, or
- (b) pay, or agree to pay, to any firm, person, or organization, any fee, contributions, donations, or consideration of any kind, except as here expressly stated (if any).

I acknowledge that this certificate is to be furnished to the Department, Federal Highway Administration, and U. S. Department of Transportation, and is subject to applicable State and Federal laws, both criminal and civil.

By: _____

Date: _____

Certification for Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-grants, and contracts and subcontracts under grants, sub-grants, loans, and cooperative agreements) which exceed \$100,000, and that all such sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

By: _____

Date: _____

ATTACHMENT "A"
SCOPE OF SERVICES
AND SCHEDULE

See Attachment/Exhibit "A"

ATTACHMENT "B"
SERVICES OF THE CITY OF NORTH AUGUSTA

The CITY agrees to provide to the CONSULTANT, and at no cost to the CONSULTANT, the following upon request:

- 1) direction relative to key stakeholder's involvement and input; and
- 2) information related to approved developments and planned growth along the corridor;
and
- 3) feedback on project directives; and
- 4) support for interagency coordination.