



CITY COUNCIL

REGULAR AGENDA

OF

MAY 2, 2016



CITY OF NORTH AUGUSTA

AGENDA: REGULAR CITY COUNCIL MEETING

May 2, 2016 – Municipal Center – 100 Georgia Avenue, 3rd Floor – 7:00 P.M.

CITIZEN COMMENTS: Citizens may speak to Mayor and City Council on each item listed on this agenda. Mayor Jones will call for your comments prior to City Council discussing the matter. When speaking to Council, please step up to the microphone, give your full name and address, and direct your remarks to Mayor Jones.

CITIZEN ASSISTANCE: Individuals needing special assistance or sign interpreter to participate in the meeting, please notify the Administration Department 48 hours prior to the meeting.

- 1. CALL TO ORDER:
2. INVOCATION AND PLEDGE OF ALLEGIANCE:
3. ROLL CALL:
4. APPROVAL OF MINUTES: Regular and Study Session Minutes of April 18, 2016
Joint Study Session Minutes of April 28, 2016

UNFINISHED BUSINESS

- 5. ZONING: North Augusta Development Code, Proposed Text Amendments (Application RZT 16-003)
A. Remove from Table
B. Ordinance, Third and Final Reading
6. ECONOMIC DEVELOPMENT: Authorizing the City Administrator to Execute a Contract with Brasfield and Gorrie, LLC Related to the Construction of the Stadium within Project Jackson
A. Remove from Table
B. Resolution
7. PUBLIC SAFETY: Adoption of the Update of Aiken County's Natural Hazard Mitigation Plan for 2016 - Resolution

NEW BUSINESS

- 8. AGENDA PROCEDURES: Amending Chapter Two of the Code of Ordinances of the City of North Augusta by Adding Section 2-79, Clarifying the Manner in which Tabled Items Would be Placed on a Meeting Agenda
A. Ordinance, First Reading
B. Ordinance, Second Reading
9. BOARDS AND COMMISSIONS: Appointment – Recommendation by Mayor
10. COMMUNITY PROMOTION: Peace Officers' Memorial Day – May 15, 2016 – Proclamation
11. LEGAL: Authorization of Settlement Re Donohue v. City, Case # 2013-CP-02-02781 – Resolution
12. PARKS, RECREATION, & TOURISM: Authorization of a Grant Application to SCPRT for Maude Edenfield Park Tennis Courts– Resolution
13. PUBLIC SAFETY: Authorizing the City to Enter into a Mutual Aid Agreement with the Consolidated Government of Richmond County and the City of Augusta – Resolution
14. PUBLIC SAFETY: Authorizing the City to Enter Into a Contract with Plunkett Heating & Air Conditioning for HVAC Improvements at the Court and Records Building - Resolution
15. ZONING: North Augusta Development Code, Proposed Text Amendments (Application RZT 16-004)
A. Receipt of Planning Commission Recommendation
B. Ordinance, First Reading
C. Ordinance, Second Reading

16. **PRESENTATIONS/COMMUNICATIONS/RECOGNITION OF VISITORS:**
 - A. **Citizen Comments:** At this time, citizens may speak to Mayor and City Council regarding matters not listed on the agenda.
 - B. **Council Comments**
17. **ADJOURNMENT:**

Administration Department



TO: Mayor and City Council

FROM: B. Todd Glover, City Administrator

DATE: April 29, 2016

SUBJECT: Agenda for Regular City Council Meeting of May 2, 2016

REGULAR COUNCIL MEETING

ITEM 5. ZONING: North Augusta Development Code, Proposed Text Amendment (Application RZT 16-003) – Removal from Table/Third and Final Reading

An ordinance has been prepared for Council's consideration on third and final reading to amend the Development Code of the City of North Augusta, South Carolina by amending Section 3.8.4 entitled "G, Georgia Avenue Overlay District" in Article 3, Zoning Districts, of the North Augusta Development Code.

This item will have to be removed from the table prior to action, if Council so desires.

Please see the minutes of March 7, 2016 for the ordinance text.

ITEM 6. ECONOMIC DEVELOPMENT: Authorizing the City Administrator to Execute a Contract with Brasfield and Gorrie, LLC Related to Construction of the Stadium within Project Jackson – Removal from Table/Resolution

A resolution has been prepared for Council's consideration to authorize the City Administrator to execute a contract with Brasfield and Gorrie, LLC related to the construction of the stadium within Project Jackson.

This item will have to be removed from the table prior to action, if Council so desires.

Please refer to your agenda of March 21, 2016 for a copy of the proposed resolution and Exhibit A.

**ITEM 7. PUBLIC SAFETY: Adoption of the Update of Aiken County's
Natural Hazard Mitigation Plan for 2016 –
Remove from Table/Resolution**

The **Aiken County Hazard Mitigation Plan** has been approved by the SCEMD and by FEMA, and was adopted by Aiken County on March 15, 2016. The last step in the Hazard Mitigation Plan process is the plan's adoption by each municipality in Aiken County.

A resolution has been prepared for Council's consideration to adopt the Update of the Aiken County's Natural Hazard Mitigation Plan for 2016.

Please see your agenda packet of April 18, 2016 for the proposed resolution.

This item will have to be removed from the table prior to action, if Council so desires.

**ITEM 8. AGENDA PROCEDURES: Amending Chapter Two of the Code
of Ordinances of the City of North
Augusta by Adding Section 2-79,
Clarifying the Manner in which
Tabled Items Would be Placed on a
Meeting Agenda**

A. Ordinance, First Reading

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

Please see [ATTACHMENT #8-A](#) for a copy of the proposed ordinance.

C. Ordinance, Second Reading

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

May 2, 2016

A resolution has been prepared for Council's consideration authorizing the City to enter into a Mutual Aid Agreement with the Consolidated Government of Richmond County and the City of Augusta.

Please see **ATTACHMENT NO. 13** for a copy of the proposed resolution and agreement.

ITEM 14. PUBLIC SAFETY: Authorizing the City to Enter Into a Contract with Plunkett Heating & Air Conditioning for HVAC Improvements at the Court and Records Building – Resolution

A resolution has been prepared for Council's consideration authorizing the City to enter into a contract with Plunkett Heating & Air Conditioning for HVAC Improvements at the Court and Records Building.

Please see **ATTACHMENT NO. 14** for a copy of the proposed resolution and bid results.

ITEM 15. ZONING: North Augusta Development Code, Proposed Text Amendment (Application RZT 16-004)

A. Receipt of Planning Commission Recommendation

On April 21, 2016, after a duly advertised and convened public hearing, voted 5-0 to recommend the request by the City of North Augusta to amend Section 3.8.5.10.5, Prohibited Materials, in Article 3, Zoning Districts, of the North Augusta Development Code.

B. Ordinance, First Reading

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

Please see **ATTACHMENT #15-B** for a copy of the proposed ordinance and memo.

B. Ordinance, Second Reading

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

ATTACHMENT 8-A

ORDINANCE NO. 2016-10
AN ORDINANCE AMENDING CHAPTER TWO OF THE CODE OF ORDINANCES
OF THE CITY OF NORTH AUGUSTA BY ADDING SECTION 2-79,
CLARIFYING THE MANNER IN WHICH TABLED ITEMS
WOULD BE PLACED ON A MEETING AGENDA

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. Chapter 2, Division 2/Rules of Order of the Code of Ordinances of the City of North Augusta is amended by adding to said Code the following to be designated as Section 2-79:

**Section 2-79. PROCEDURE FOR PLACING
TABLED ITEM ON AGENDA**

Any resolution or ordinance that is tabled by action of Council shall not remain on future agendas. However, any such tabled item would be placed on the agenda for action by Council if directed to be placed thereon by the Mayor or at the written request of two Council members.

- II. All such 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 third reading.

DONE, RATIFIED AND ADOPTED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH AUGUSTA, SOUTH CAROLINA, ON THIS ____ DAY OF _____, 2016.

First Reading: _____

Second Reading: _____

Third Reading: _____

Lark W. Jones, Mayor

ATTEST:

Donna B. Young, City Clerk



City of North Augusta, South Carolina

PROCLAMATION

WHEREAS, The Congress and President of the United States have designated May 15 as Peace Officers' Memorial Day; and

WHEREAS, the members of the law enforcement agencies in the City of North Augusta play an essential role in safeguarding the rights and freedoms of the citizens of North Augusta; and

WHEREAS, it is important that all citizens know and understand the duties, responsibilities, hazards and sacrifices of their law enforcement officers, and that law enforcement officers recognize their duty to serve the people of this community, by protecting them against violence and disorder; and

WHEREAS, the law enforcement officers of the City of North Augusta unceasingly provide a public service.

NOW THEREFORE, I, Lark W. Jones, Mayor of the City of North Augusta, South Carolina, direct that all flags on City buildings be flown at half-staff on May 15, 2016, in recognition of Peace Officers' Memorial Day and in memory of those law enforcement officers, who through their courageous deeds, have made the ultimate sacrifice in service to their community or have become disabled in the performance of duty, and to honor those law enforcement officers presently serving the community.

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 _____ day of May, 2016.

*Lark W. Jones, Mayor
City of North Augusta*

ATTACHMENT 12

RESOLUTION NO. 2016-15

RELATING TO THE DEPARTMENT OF PARKS, RECREATION & TOURISM;
AUTHORIZING A GRANT APPLICATION TO THE STATE OF SOUTH CAROLINA
PARKS, RECREATION & TOURISM DEPARTMENT FOR FEDERAL FUNDING
ASSISTANCE TO SUPPORT A PROJECT SUBMITTED UNDER THE LAND AND
WATER CONSERVATION FUND (LWCF) PROGRAM AS PROVIDED IN THE LWCF
ACT OF 1965, AS AMENDED

WHEREAS, under the provisions of LWCF, federal funding assistance is requested to aid in financing the cost of the Maude Edenfield Park Tennis Court Restoration Project; and

WHEREAS, Parks, Recreation & Tourism believes that this project meets the stated criteria for grant funding under the terms established by the State of South Carolina Parks, Recreation & Tourism Department (SCPRT), and any funding received from SCPRT will be used for the implementation of the referenced project; and

WHEREAS, the City of North Augusta acknowledges that SCPRT grants, if approved, will be paid on a reimbursement basis, meaning that the City may request payment only after eligible and allowable costs have already been paid and remitted to vendors; and

WHEREAS, the City owns the site and intends to develop or improve them for recreational purposes; and

WHEREAS, any funds received from the SCPRT will be used for the sole purpose stated in the City's grant applications to SCPRT; and

WHEREAS, the City assures that any facility developed with financial aid from the LWCF program must be placed in use for the funded purpose, and be retained in such use in perpetuity unless otherwise provided and agreed to by the City, SCPRT, and the National Park Service (NPS); and

WHEREAS, the City acknowledges that LWCF grants are federal funds and, as such, the City must comply with all applicable federal laws; and

WHEREAS, this Resolution becomes a part of a formal application to SCPRT and NPS.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH AUGUSTA, IN MEETING DULY ASSEMBLED AND BY THE AUTHORITY THEREOF, THAT:

The Director of Parks, Recreation and Tourism or his designee, is hereby authorized to submit applications for and on behalf of the City of North Augusta, in such counterparts as are necessary, to the State of South Carolina Parks, Recreation & Tourism Department, for financial assistance in the amount set forth in the "Grant Request" column below:

Proposed Projects	SCPRT Program Category	Grant Request	Match	Total
Maude Edenfield Park Tennis Court Restoration Project	LWCF	\$92,000	\$92,000	\$184,000

The \$92,000 of SCPRT grants requires a dollar for dollar match.

DONE, RATIFIED AND ADOPTED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH AUGUSTA, SOUTH CAROLINA, ON THIS _____ DAY OF _____, 2016.

Lark W. Jones, Mayor

ATTEST:

Donna B. Young, City Clerk

ATTACHMENT 13

RESOLUTION NO. 2016-16
AUTHORIZING THE CITY TO ENTER INTO A MUTUAL AID AGREEMENT WITH
THE CONSOLIDATED GOVERNMENT OF RICHMOND COUNTY AND THE CITY
OF AUGUSTA

WHEREAS, the Cities of Augusta, Georgia and North Augusta, South Carolina have certain contiguous boundaries; and,

WHEREAS, Augusta and North Augusta each maintain and staff a fire department for the purpose of fire suppression, protection, prevention, rescue and emergency medical assistance in response to other local emergencies; and,

WHEREAS, the City of Augusta has requested that the City of North Augusta enter into a mutual aid agreement that would allow for the two agencies to assist in the event of a fire or other local emergency, as well as take part in joint training exercises; and,

WHEREAS, both Cities are authorized pursuant to the laws of their respective states to enter into such mutual aid agreements; and,

WHEREAS, the Public Safety Director for the City of North Augusta has recommended that the City enter into such agreement; and,

WHEREAS, the Mayor and City Council for the City of North Augusta have reviewed this matter and have determined that it is in the best interest of the City that such mutual aid agreement be entered into.

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 of North Augusta is authorized to enter into the Mutual Aid Agreement as attached hereto, marked "Exhibit A" with the consolidated government of Richmond County and the City of Augusta; and,

BE IT FURTHER RESOLVED that John C. Thomas, Director of Public Safety and/or B. Todd Glover, City Administrator for the City, be authorized to execute such documents as necessary in order to complete such Mutual Aid Agreement.

DONE, RATIFIED AND ADOPTED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH AUGUSTA, SOUTH CAROLINA, ON THIS THE ____ DAY OF MAY, 2016.

Lark W. Jones, Mayor

ATTEST:

Donna B. Young, City Clerk

EXHIBIT A

AUGUSTA, GEORGIA AND NORTH AUGUSTA, SOUTH CAROLINA MUTUAL AID AGREEMENT

This AGREEMENT (the "Agreement"), made as of ____day of _____, 2016, (the "Effective Date") by and between **AUGUSTA GEORGIA**, the consolidated government of Richmond County and the City of Augusta and a political subdivision of the State of Georgia, acting by and through its duly elected Board of Commissioners (hereinafter referred to as "AUGUSTA"), and the City of North Augusta, a political subdivision of the State of South Carolina, acting by and through its duly elected City Council (hereinafter referred to as "North Augusta"). Augusta and North Augusta are each sometimes referred to herein as a "Party" to this Agreement and may be jointly referred to as the "Parties".

WITNESSETH:

WHEREAS, Augusta and North Augusta have certain contiguous boundaries; and

WHEREAS, Augusta and North Augusta each maintain and staff a fire department for the purpose of fire suppression, protection, prevention, rescue and emergency medical assistance and response to other local emergencies; and

WHEREAS, Augusta and North Augusta have determined that it is to the mutual advantage and benefit of each Party that they render supplemental fire suppression, protection, prevention, rescue and emergency medical assistance and response to other local emergencies to the other Party in the event of a fire or other local emergency, and that the Parties take part in joint training exercises, and

WHEREAS, it is the desire of the Parties to enter into this Agreement for mutual aid pursuant to the Georgia Mutual Aid Act, O.C.G.A. Section 36-69-1, et seq. and pursuant to the 1983 Constitution of the State of Georgia, Article IX, Section II, Paragraph 3.

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the Parties hereto agree as follows:

I. MUTUAL AID.

- (a) The generally available level of mutual aid shall be as agreed upon by the Fire Chief of Augusta (the "Augusta Fire Chief") and the City of North Augusta the Director of Public Safety (the "North Augusta Fire Chief"). The Party furnishing aid shall determine the actual amount of equipment and staff it will make available in each instance of emergency based on the available personnel and equipment and local conditions at the time of the emergency
- (b) Aid actually furnished may be recalled at the discretion of the Augusta Fire Chief or the North Augusta Fire Chief as the case may be or by the designee of the Fire Chief of the Party furnishing the aid.

- (c) The Parties will participate in joint training exercises to promote a basic standardization of operations and philosophy to the extent necessary as determined and agreed upon by the Augusta Fire Chief and the North Augusta Fire Chief.

2. SUPERVISION.

- (a) The Parties shall create an agreed-upon Incident Command System ("ICS"), which shall direct the handling of all incidents. Each Party shall designate and dispatch a Chief Officer. The Chief Officer of the furnishing Party shall coordinate resources of the furnishing Party and shall report to the Chief Officer of the receiving Party.
- (b) When the furnishing Party's Chief Officer arrives before the Chief Officer of the receiving Party, that officer shall coordinate and give general directions as to the work to be done. This Chief Officer of the furnishing Party will be in command until properly relieved by the Chief Officer of the receiving Party.
- (c) Personnel from the furnishing Party will work under their own supervisors and with their own equipment except as provided in Paragraph 1(a) above.
- (d) The appropriate officers of the receiving Party will give direction regarding work to the Chief Officer of the furnishing Party except as provided in Paragraph 2(a) above.
- (e) Each Party agrees that it will be responsible to provide any backup coverage necessary for its own operations.
- (f) The receiving Party will be responsible for providing gasoline, diesel fuel, oil and other material as needed for use of equipment at the scene of the incident or in the alternative, may submit payment to the furnishing Party for such materials provided by the furnishing Party.

3. LIABILITY.

- (a) The provisions of this Agreement shall not be construed as creating a duty or any liability on the part of either Party to this Agreement to respond to an incident within the jurisdiction of the receiving Party. The Fire Chief of the Party being asked to furnish aid shall have the sole discretion to determine if such aid shall be furnished to the other Party.
- (b) There shall be no liability imposed on any Party or its personnel for failure to respond to any incident pursuant to this Agreement.
- (c) No employee or volunteer of a Party shall be deemed to be an employee, volunteer or agent of the other Party because of any action or incident arising pursuant to this Agreement.
- (d) All damages or repairs to any equipment or apparatus shall be the responsibility of the owner of such equipment or apparatus.
- (e) Any damage or other compensation which is required to be paid to any employee or volunteer by reason of an injury occurring while providing services pursuant to this Agreement shall be the sole responsibility of the Party for whom such injured person is serving as an employee or volunteer.

4. CONSIDERATION AND COMPENSATION.

- (a) No Party is required to pay any compensation to the other party for services rendered pursuant to this Agreement.
- (b) The mutual advantage and protection afforded by this Agreement is adequate consideration to each Party.
- (c) Each party to this Agreement shall comply with workers compensation laws of the State of Georgia without any cost to the other Party.
- (d) Each party shall pay its own personnel and other costs without cost to the other Party except as provided in Paragraph 3(e) of this Agreement.

5. RELEASE OF CLAIMS.

Each Party agrees to release the other Party from any and all liability, claims, judgments, costs, or demands for damage to its Property or for personal injury to its personnel, whether directly arising or indirectly arising out of the use of any vehicle, equipment, or apparatus by the other Party during the provision of service pursuant to this Agreement.

6. THIRD-PARTY BENEFICIARIES.

This Agreement shall not be construed as, or deemed to be, an Agreement for the benefit to any third- party or parties, and no third-parties shall have any right of action hereunder for any cause whatsoever.

7. TERM OF AGREEMENT.

- (a) Unless otherwise extended or shortened in writing by all parties, this Agreement shall expire five (5) years from the Effective Date of this Agreement. In no event shall this Agreement extend for more than five (5) years from the Effective Date of this Agreement. This Agreement may be unilaterally terminated by either Party upon sixty (60) days prior written notice to the other Party.

8. STANDBY OF EQUIPMENT- MUTUAL AID.

- (a) Each Party agrees and acknowledges that it will be the responsibility of each Party to provide back-up coverage necessary for its own operation.
- (b) In the event that a receiving Party has dedicated a major amount of fire suppression or specialized equipment on an incident, the receiving Party may request aid to cover vacant areas by locating personnel or equipment of the furnishing Party in the receiving Party's jurisdiction.

9. ENTIRE AGREEMENT.

- (a) This Agreement shall constitute the entire Agreement between the Parties and no modification thereof shall be binding unless evidenced by an amendment to this Agreement or a subsequent signed written agreement.
- (b) This Agreement shall be the sole instrument for the provision of emergency fire suppression, protection, prevention and rescue and emergency medical assistance and response to other local emergencies between the Parties.

10. SEVERABILITY OF TERMS.

In the event any part or provision of this Agreement is held to be invalid, the remainder of this Agreement shall not be affected thereby and shall continue in full force and effect.

11. GOVERNING LAW.

This Agreement shall be governed in all respects by the laws of the State of Georgia.

12. CONSTRUCTION.

Nothing in this Agreement is intended to or shall be construed as modifying the respective rights and obligations of the Parties under a mutual aid agreement as specifically provided by the Georgia Mutual Aid Act.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in three counterparts, each to be considered as an original by their duly authorized officers.

AUGUSTA, GEORGIA

NORTH AUGUSTA, SOUTH CAROLINA

By: _____

By: _____

Hardie Davis, Jr.

Executive Officer,
North Augusta, South Carolina

Mayor, Augusta, Georgia

ATTEST: _____

Clerk of the Board of Commissioners
Of Augusta, Georgia

ATTACHMENT 14

RESOLUTION NO. 2016-17
AUTHORIZING THE CITY TO ENTER INTO A CONTRACT WITH PLUNKETT
HEATING & AIR CONDITIONING FOR HVAC IMPROVEMENTS AT THE COURT
AND RECORDS BUILDING

WHEREAS, the air conditioning system at the Court and Records Building was not functioning properly and, based upon a review of the system, it was determined that the system needed to be replaced; and,

WHEREAS, the City solicited bids for the replacement of the HVAC unit; and,

WHEREAS, the City received three bids for replacement of the system with such bids being solicited by the Public Safety Department; and, the low bidder to perform the services required was Plunkett Heating & Air Conditioning with a bid of \$10,872.00; and,

WHEREAS, the Mayor and City Council have determined that it is appropriate that this system be replaced and that the contract for performing such services be awarded to the low bidder;

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 Administrator is specifically authorized to enter into a contract with Plunkett Heating & Air Conditioning at an amount to \$10,872.00 for the replacement of the HVAC system at the Court and Records Building; and,

BE IT FURTHER RESOLVED that the funding for this shall be out of the Capitol Projects Fund; and

BE IT FURTHER RESOLVED that City Administrator, Todd Glover is authorized to execute any and all documents necessary to award this contract.

DONE, RATIFIED AND ADOPTED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH AUGUSTA, SOUTH CAROLINA, ON THIS THE ____ DAY OF MAY, 2016.

Lark W. Jones, Mayor

ATTEST:

Donna B. Young, City Clerk

Heating and Air Conditioning system for Courts and Records Bid Information:

Sealed bids were not received because the scope of the work was not estimated to be over \$20,000.00.

Public Safety requested that 3 companies provide quotes for the replacement of the HVAC system.
Total price listed below includes all labor and materials.

- B&B Mechanical - \$ 13,200.00
- D'Antignac & Merritt Heating and Air - \$ 15,470.00
- Plunkett Heating & Air Conditioning - \$ 10,872.00

- The apparent low bidder is Plunkett Heating & Air Conditioning Company.

ORDINANCE NO. 2016-09
AMENDING ARTICLE 3, ZONING DISTRICTS, RELATED TO BUILDING
MATERIALS PERMITTED IN THE HIGHWAY CORRIDOR OVERLAY DISTRICT,
OF THE NORTH AUGUSTA DEVELOPMENT CODE, CHAPTER 18 OF THE CITY
OF NORTH AUGUSTA, SOUTH CAROLINA CODE OF ORDINANCES

WHEREAS, on December 17, 2007, by Ordinance 2007-22, the North Augusta City Council adopted the North Augusta Development Code which is consistent with the City's 2005 Comprehensive Plan and which incorporates all City zoning and land development regulations; and

WHEREAS, pursuant to Title 6, Chapter 29 of the South Carolina Code, the North Augusta Planning Commission may recommend amendments to the Development Code for the purposes of technical clarification, error correction and to accommodate the needs of the City's citizens, provided such amendments are consistent with the City's 2005 Comprehensive Plan; and

WHEREAS, the North Augusta Planning Commission, following a April 21, 2016 public hearing, reviewed and considered an amendment to Section 3.8.5.10.5, Prohibited Materials, in Article 3, Zoning Districts, of the North Augusta Development Code to eliminate percentage limits on the use of drainage-backed synthetic stucco (EIFS) as a building material in the Highway Corridor Overlay District and a motion was made to recommend said amendment to the City Council for approval. The motion to recommend approval passed on a 5-0 vote.

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 North Augusta Development Code, Chapter 18 of The City of North Augusta, South Carolina Code of Ordinances, Providing for New Zoning and Land Development Regulations for the City of North Augusta, South Carolina, is hereby amended and shall read as described in the following section. The section of the Code affected by the proposed amendment is identified by the section number.

A. Section 3.8.5.10.5, Prohibited Materials, is amended to read:

- 3.8.5.10.5 Permitted Materials With Limitations** – The following building exterior wall materials are permitted with limitations in the Highway Corridor Overlay District:
- a. Ceramic tile as an accent on up to ten percent (10%) of the wall area.
 - b. Metal siding applied to single-family detached and attached dwelling units only.
 - c. Vinyl siding for single-family detached and attached dwelling units only.

d. Drainage-backed synthetic stucco (Drainage-Backed Exterior Insulation Finishing System [Drainage-Backed EIFS]) may be applied to any wall surface eight feet or more above the adjacent grade. (Rev. 2-21-11; Ord. 2011-01)

II. All other 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 third reading.

DONE, RATIFIED AND ADOPTED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH AUGUSTA, SOUTH CAROLINA, ON THIS _____ DAY OF _____, 2016.

First Reading _____

Lark W. Jones, Mayor

Second Reading _____

Third Reading _____

ATTEST:

Donna B. Young, City Clerk

Department of Planning and Development



Memorandum # 16-16

City of North Augusta

To: B. Todd Glover, City Administrator

From: Scott Sterling, AICP, Director *Scott*

Subject: Application RZT 16-004 – A request by the City of North Augusta to amend Section 3.8.5.10.5, Prohibited Materials, in Article 3, Zoning Districts, of the North Augusta Development Code

Date: April 26, 2016

Planning Commission Recommendation

On April 21, 2016, after a duly advertised and convened public hearing, the Planning Commission considered a motion to recommend that the City Council approve Application RZT 16-004 to amend Section 3.8.5.10.5, Prohibited Materials, in Article 3, Zoning Districts, of the North Augusta Development Code. The proposed amendment would eliminate a percentage limitation on the use of drainage-backed (drainable) synthetic stucco (Exterior Insulation Finishing System [EIFS]) in the Highway Corridor Overlay District. **The motion to recommend the text amendment passed on a 5-0 vote.**

A draft ordinance approving the text amendment is attached and a digital copy has been forwarded to the City Clerk. Please schedule the ordinance for consideration by City Council at the next available meeting.

History and Explanation

The 1996 Zoning and Development Standards Ordinance (ZDSO) included a HC, Highway Corridor Overlay District for the commercial areas of the City, namely Georgia Avenue, Martintown Road, Knox Avenue and East Buena Vista Avenue. The Ordinance included regulations that specified types of building materials and minimum allowable amounts. Section 3.j.4.b of the ZDSO stated:

A minimum of eighty (80) percent of the surface material, excluding doors and windows, shall be brick, stucco, or stone masonry or materials approved by the Planning Commission. Roof pitch shall be compatible with the building structures in the surrounding neighborhood.

The 2008 North Augusta Development Code (NADC) expanded Highway Corridor Overlay District building material standards, categorizing them as "Permitted" (Section 3.8.5.10.4) and "Prohibited" (Section 3.8.5.10.5). The two materials listings were created to more clearly define design options for developers.

Following a December 16, 2010 public hearing, the Planning Commission considered modifications to several sections of the NADC including Sections 3.8.5.10.4 and 3.8.5.10.5. Glass block, architectural glass panels and architectural metal panels were proposed to be added to the Permitted Materials list, along with exterior wood finish materials approved by the Planning and Development department. Also, parameters for traditional (real) stucco were eliminated.

Proposed changes to Prohibited Materials included a terminology change from aluminum siding to metal siding and also a modification of the complete prohibition of synthetic stucco (Exterior Insulation Finishing System [EIFS]) to permit EIFS for ornamental purposes on no more than ten percent of wall area and eight feet or more above the adjacent grade. Ordinance 2011-01 approving the proposed modifications was adopted by City Council on February 21, 2011.

Since 2011, the City has received periodic requests from commercial developers that EIFS restrictions in the Highway Corridor Overlay District be reworked to distinguish between drainage-backed EIFS (which is drainable) and barrier or face-sealed EIFS that has no provision for drainage. Application RZT 16-004 was created to address these requests.

Public Notice

A public notice of the text amendment request and scheduled date of the Planning Commission public hearing was published in *The Star* and on the City's website www.northaugusta.net on April 6, 2016. The Planning Commission convened the public hearing and considered the application on April 21, 2016.

Proposed Amendment

The section of the North Augusta Development Code affected by each proposed amendment is identified by the section number in the current copy of the Code and the proposed new section number, if changed. Language proposed for deletion is ~~struck through~~. Proposed new language is underlined.

Staff reviewed the current language and determined that amending Section 3.8.5.10.5 as proposed would provide a more positive perspective than currently in place. The substantive changes are: modification of the section title; the deletion of parts of subsections a., b. and c.; deletion of subsections d and e as they are redundant with Section 3.8.5.10.4, Permitted Materials; and amending subsection f. Synthetic Stucco (Exterior Insulation Finishing System [EIFS]), which becomes the new subsection d. and where the current EIFS percentage requirement is proposed to be removed.

3.8.5.10.5 Prohibited Permitted Materials With Limitations – The following building exterior wall materials are ~~prohibited~~ permitted with limitations in the Highway Corridor Overlay District:

- a. Ceramic tile ~~as an accent, except that~~ on up to ten percent (10%) of the wall area. ~~may incorporate ceramic tile as an accent.~~
- b. Metal siding, ~~except metal siding~~ applied to single-family detached and attached dwelling units only.
- c. Vinyl siding, ~~except vinyl siding~~ for single-family detached and attached dwelling units only.
- d. ~~Reflective glass curtain walls or other reflective material, except Carrera glass and window glazing.~~
- e. CMUs, ~~except that decorative CMUs (i.e., split face, textured, glazed, etc.) are permitted.~~
- f. Drainage-backed synthetic stucco (Drainage-Backed Exterior Insulation Finishing System [Drainage-Backed EIFS]) ~~except that synthetic stucco may be applied for ornamental purposes to not more than ten percent (10%) of the wall area. Synthetic stucco may not be applied to any wall surface less than eight feet~~ or more above the adjacent grade. (Rev. 2-21-11; Ord. 2011-01)

