



**CITY COUNCIL**

**REGULAR AGENDA**

**OF**

**SEPTEMBER 19, 2016**





CITY OF NORTH AUGUSTA

AGENDA: REGULAR CITY COUNCIL MEETING

September 19, 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 August 15, 2016
Study Session Meeting Minutes of August 22, 2016

UNFINISHED BUSINESS

- 5. STREETS AND DRAINS: Amendment of Chapter 22, Article II of the Code of Ordinances for the City of North Augusta for the Purpose of Restricting Through Truck Traffic on Walnut Lane – Ordinance, Third and Final Reading

NEW BUSINESS

- 6. CITY PROPERTY/AGREEMENT: Nonexclusive Access Agreement to WTC Enterprises, LLC
A. Ordinance, First Reading
B. Ordinance, Second Reading
7. COMMUNITY PROMOTION: Constitution Week – September 17 – 25, 2016 – Proclamation
8. FINANCE: Selecting First Citizens Bank as the Merchant Service Provider for the City of North Augusta, South Carolina – Resolution
9. FINANCE: Franchise Agreement to Crown Castle NG East, LLC
A. Ordinance, First Reading
B. Ordinance, Second Reading
10. PUBLIC SAFETY: Authorizing North Augusta Public Safety to enter into a Law Enforcement Assistance and Support Agreement with the Aiken County Sheriff's Office – Resolution
11. ZONING: North Augusta Development Code, Proposed Map Amendment (Application RZM 16-002)
A. Ordinance, First Reading
B. Ordinance, Second Reading
12. 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
13. ADJOURNMENT:

# Administration Department



TO: Mayor and City Council

FROM: B. Todd Glover, City Administrator

DATE: September 16, 2016

SUBJECT: Agenda for Regular City Council Meeting of September 19, 2016

## REGULAR COUNCIL MEETING

**ITEM 5. STREETS AND DRAINS: Amendment of Chapter 22, Article II of the Code of Ordinances for the City of North Augusta for the Purpose of Restricting Through Truck Traffic on Walnut Lane – Ordinance, Third and Final Reading**

An ordinance has been prepared for Council's consideration on third and final reading amending Chapter 22, Article II of the Code of Ordinances for the City of North Augusta for the purpose of restricting through truck traffic on Walnut Lane.

Please see the minutes of August 15, 2016, for the ordinance text.

**ITEM 6. CITY PROPERTY/AGREEMENT: Nonexclusive Access Agreement to WTC Enterprises, LLC**

### **A. Ordinance, First Reading**

An ordinance has been prepared for Council's consideration on first reading granting to WTC Enterprises, LLC a nonexclusive access agreement across property belonging to the City of North Augusta located in the general area of US Highway 25 and Walnut Lane.

Please see **ATTACHMENT NO. 6-A** for a copy of the proposed ordinance.

**B. Ordinance, Second Reading**

Pending Council's action on Item 6-A above, the ordinance is submitted for Council's consideration on second reading.

**ITEM 7. COMMUNITY PROMOTION: Constitution Week – September 17 – 23, 2016 – Proclamation**

In cooperation with the Martintown Road Chapter of the D.A.R. Mayor Jones wishes to proclaim the week of September 17 - 23, 2016, as Constitution Week in the City of North Augusta.

Please see [ATTACHMENT #7](#) for a copy of the proposed proclamation.

**ITEM 8. FINANCE: Selecting First Citizens Bank as the Merchant Service Provider for the City of North Augusta, South Carolina – Resolution**

A resolution has been prepared for Council's consideration selecting First Citizens Bank as the Merchant Service Provider for the City of North Augusta, South Carolina.

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

**ITEM 9. FINANCE: Franchise Agreement to Crown Castle NG East, LLC**

**A. Ordinance, First Reading**

An ordinance has been prepared for Council's consideration on first reading authorizing the City of North Augusta to grant a franchise agreement to Crown Castle NG East, LLC in connection with the provision of telecommunications service.

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

**B. Ordinance, Second Reading**

Pending Council's action on Item 9-A above, the ordinance is submitted for Council's consideration on second reading.

**ITEM 10. PUBLIC SAFETY: Authorizing North Augusta Public Safety to enter into a Law Enforcement Assistance and Support Agreement with the Aiken County Sheriff's Office – Resolution**

A resolution has been prepared for Council's consideration authorizing North Augusta Public Safety to enter into a law enforcement assistance and support agreement with the Aiken County Sheriff's Office

Please see **ATTACHMENT #10** for a copy of the proposed resolution.

**ITEM 11. ZONING: North Augusta Development Code, Proposed Map Amendment (Application RZM 16-002)**

**A. Receipt of Planning Commission Recommendation**

On August 18, 2016, after a duly advertised and convened public hearing, voted 5-0 to recommend the request to rezone ±.3.75 acres of property located at southwest intersection of Edgefield Road and Walnut Lane Tax Parcel Number 010-14-04-014, from PD, Planned Development, to GC, General Commercial.

**B. Ordinance, First Reading**

An ordinance has been prepared for Council's consideration on first reading to amend the Zoning Map of the City of North Augusta, South Carolina by rezoning ±3.75 acres of property located at southwest intersection of Edgefield Road and Walnut Lane Tax Parcel Number 010-14-04-014, from PD, Planned Development, to GC, General Commercial.

Please see **ATTACHMENT #11-B** for a copy of the proposed ordinance and memo.

**C. Ordinance, Second Reading**

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

ATTACHMENT 6-A

ORDINANCE NO. 2016-16  
AN ORDINANCE GRANTING TO WTC ENTERPRISES, LLC  
A NONEXCLUSIVE ACCESS AGREEMENT ACROSS PROPERTY BELONGING TO  
THE CITY OF NORTH AUGUSTA LOCATED IN THE GENERAL AREA OF US  
HIGHWAY 25 AND WALNUT LANE.

WHEREAS, the City has been approached by WTC Enterprises, LLC who is developing property in the general vicinity of US HWY 25 and Walnut Lane about the City granting to WTC Enterprises, LLC, a nonexclusive easement across property belonging to the City for the purposes of ingress and egress related to the development taking place; and,

WHEREAS, the City has reviewed the request and finds that the same is appropriate and in the best interest of the citizens of the community that such easement be granted.

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

- I. The City grants to WTC Enterprises, LLC a nonexclusive access easement across property belonging to the City as shown on the exhibit attached hereto, marked as "Exhibit A" and incorporated by reference.
- II. All Ordinances or parts of Ordinances in conflict herewith or to the extent of such conflict are hereby repealed.
- III. That the City Administrator is authorized to execute any documents necessary to provide this easement.
- IV. This Ordinance shall become effective immediately upon its adoption on third and final reading.

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

First Reading: \_\_\_\_\_

Second Reading: \_\_\_\_\_

Third Reading: \_\_\_\_\_

\_\_\_\_\_  
Lark W. Jones, Mayor

ATTEST:

\_\_\_\_\_  
Donna B. Young, City Clerk





successors, successors in title and assigns, do hereby declare, establish, grant, convey, provide and agree as follows:

1. Incorporation of Recitals. The foregoing Recitals are incorporated and made a part of this Agreement.

2. Grant of Access, Ingress and Egress Easement. Subject to any express conditions or provisions contained herein, the City hereby grants, establishes, and covenants in favor of WTC, including, without limitation, its agents, employees, tenants and guests, and all future owners and Permittees thereof, and the WTC Property, nonexclusive, perpetual, irrevocable, transmissible, assignable, and reciprocal easements for the purposes of access, ingress and egress, pedestrian and vehicular, over and across "Driveway Easement A" and "Driveway Easement B" as more particularly shown on that certain plat prepared by Southern Partners dated January 22, 2010, revised January 26, 2010 and recorded in Plat Book 55 at Page 181 in the Office of the Register of Mesne Conveyances for Aiken County (the "**Access Easement**"). To have and to hold all and singular the Access Easement and the rights conveyed hereby unto WTC and its successors and assigns forever. The City further acknowledges that the permanent nonexclusive easement for ingress and egress over and across Driveway Easement A and Driveway Easement B reserved by SRP Federal Credit Union in that certain Deed of Dedication recorded March 17, 2010 in Book RB 4299 at Page 2360, Aiken County records, shall also continue for the benefit of SRP Federal Credit Union, its successors and assigns.

3. Reasonable Use of Access Easement. The Access Easement hereinabove granted shall be used and enjoyed by each Party and its respective heirs, successors and assigns in such a manner so as not to unreasonably interfere with, obstruct or delay the conduct and operations of the business of either Party at any time conducted on its Property, including, without limitation, public access to and from said business, and the receipt or delivery of merchandise in connection therewith. The Parties agree not to place or maintain, or permit the placing or maintaining of, any structure within the Access Easement granted herein which would adversely affect either Party's enjoyment hereof in any material respect.

4. Further Assurances. Each Party agrees to give further assurances to the other by way of executing and providing for recordation such other and further instruments and documents as may be reasonably necessary to confirm matters generally affecting the Access Easement and to otherwise effectuate and carry out the intents and purposes of this Agreement.

5. Legal Effect. The Access Easement contained in this Agreement shall run with the Properties affected hereby and shall bind the Parties and their respective heirs, successors and assigns and every person and/or entity now or hereafter acquiring an interest in or lien upon the Properties affected hereby. The rights of easement declared hereby: (a) shall be an estate prior to any lien, deed, estate or encumbrance whatsoever; and (b) shall be perpetual, except as hereinafter provided with respect to mortgagees, and shall run with the land, be binding upon, and inure to the benefit of the Parties hereto, their respective heirs, successors and assigns, and, subject to the limitation stated hereinafter, all existing and future mortgagees having an interest in any properties described herein; provided, however, that the rights of any mortgagee having an interest in either all or part of the aforesaid Properties shall cease and terminate at such time as the respective mortgage or mortgages of said mortgagee are satisfied and discharged of record, unless such mortgagee shall become successor in title to the owner of such Property by reason of foreclosure or voluntary conveyance of such owner's interest to such mortgagee; (c) shall be, and are, essentially necessary for the enjoyment and use of the WTC Property; and (d) are made in contemplation of commercial use, and are of commercial character with respect to the Properties. It is the Parties' express intent that the Access Easement granted herein shall not, at any time, merge by operation of law into the owner's title or interest in either Property, but that the Access Easement shall remain separate and distinct rights and estates in land, unless the owner(s) of all affected parcels specifically

evidence their intent by mutual agreement in writing to extinguish the same. It is further expressly provided that the acquisition hereafter by any other party (including, without limitation, a present or future mortgagee of any parcel or any portion thereof) of an ownership interest (in fee, leasehold, or otherwise) shall not operate, by merger or otherwise, to extinguish, diminish, impair, or otherwise affect the Access Easement, which shall remain separate and distinct estates in land.

6. Limitations. There are no other easements granted hereby other than as expressly stated. The Access Easement granted is private, and no dedication for public use is intended nor implied.

7. Definitions.

(a) Party or Parties shall mean WTC and/or the City and any and all of their successors or assigns as the owner or owners of fee simple title to all or any portion of the Properties covered hereby, whether by sale, assignment, inheritance, operation of law, trustee's sale, foreclosure, or otherwise, but not including the holder of any lien or encumbrance on such Properties.

(b) Permittees shall mean the tenant(s) or occupant(s) of a Property and the respective employees, agents, contractors, customers, invitees and licensees of (i) the owner of such Property, and/or (ii) such tenant(s) or occupant(s).

8. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document. In addition, this Agreement may contain more than one counterpart of the signature page(s), all of which signature page(s) may be attached to one copy of this Agreement to constitute the entire executed Agreement. Facsimile or photocopies of the executed Agreement may be relied upon as if the original.

9. Captions, Gender and Number. Captions contained in this Agreement are inserted only as a matter of convenience and in no way define, limit, extend or describe the scope of this Agreement or the intent of any provision hereof. Whenever the context so requires, any pronouns used herein shall include the corresponding masculine, feminine or neuter forms, and the singular form of nouns and pronouns shall include the plural and vice versa.

10. Binding Effect. Except as otherwise provided herein, all provisions of this Agreement shall be binding upon, inure to the benefit of and be enforceable by and against the respective heirs, successors and assigns of the parties to this Agreement, and all future owners of the Properties.

11. Waiver. Any consent to or waiver of any provision hereof shall not be deemed or construed to be a consent to or waiver of any other provision of this Agreement. Failure on the part of either Party to complain of any act or failure to act of the other Party, irrespective of the duration of such failure, shall not constitute a waiver or modification of rights hereunder. No waiver or modification hereunder shall be effective unless the same is in writing and signed by the Party against whom it is sought.

12. Severability. If any provision of this Agreement shall, in whole or in part, prove to be invalid for any reason, such invalidity shall affect only the portion of such provision that shall be invalid, and in all other respects this Agreement shall stand as if such invalid provision, or other invalid portion thereof, had not been a part hereof. The Parties agree that this Agreement shall be enforced to the fullest extent permitted by law. Accordingly, if, in any judicial proceeding, a court shall determine that any provision is invalid or unenforceable as written, the Parties consent to an interpretation by the court which will provide enforcement to the maximum extent permitted by law.

13. Entire Agreement; Amendment. This Agreement is the sole and entire agreement and understanding of the Parties with respect to the matters contemplated herein. All prior agreements, representations or understandings, whether written or oral, shall be merged herein and shall not be construed to change, amend, alter, repeal or invalidate this Agreement. It is expressly agreed that no modification of the Agreement, and no waiver of any of its terms and conditions, shall be effective unless made in writing and duly executed by the parties hereto.

14. Governing Law and Jurisdiction. This Agreement has been executed and delivered in the State of South Carolina, and its validity, interpretation, performance and enforcement, and all matters relating thereto, shall be governed by and construed and interpreted in accordance with the laws of the State of South Carolina. For purposes of any litigation arising from or related to this Agreement, the parties hereby submit to the jurisdiction of the appropriate state court located in Aiken County, South Carolina. Should either Party institute legal action to interpret or enforce this Agreement or any amendment of addendum, the prevailing party shall be entitled to receive from the other all reasonable costs, including any expert and witness fees, and reasonable attorneys' fees, in connection therewith.

15. No Adverse Presumption. It is acknowledged that this Agreement arose as the result of arm's-length negotiations between the Parties and that this Agreement, although manually prepared by representatives of WTC, was prepared with the advice, consent, recommendation and review of the City's representatives, and is the product of input by all Parties. As a result, any ambiguity or uncertainty is not to be construed against the Party whose counsel prepared this Agreement on the grounds that such Party's representatives drafted this Agreement.

*[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]*

*[SIGNATURE PAGES FOLLOW]*

**SIGNATURE PAGE FOR  
THE CITY OF NORTH AUGUSTA**

IN WITNESS WHEREOF, the undersigned has executed this Access Easement Agreement as of the \_\_\_\_ day of August, 2016.

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF:

**City of North Augusta**, a political subdivision of the  
State of South Carolina

\_\_\_\_\_  
Witness #1 Signature

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

\_\_\_\_\_  
Witness #2/Notary Public Signature

STATE OF SOUTH CAROLINA    )  
  )  
COUNTY OF AIKEN            )

**ACKNOWLEDGMENT**

I, \_\_\_\_\_, a Notary Public for South Carolina, do hereby certify that \_\_\_\_\_ as \_\_\_\_\_ of the City of North Augusta (the "City"), personally appeared before me this day and by authority duly given, acknowledged the due execution of the foregoing instrument on behalf of the City.

Witness my hand and official seal this \_\_\_\_ of August, 2016.

\_\_\_\_\_  
(SEAL)  
Notary Public for South Carolina  
My Commission Expires: \_\_\_\_\_

**SIGNATURE PAGE FOR  
WTC ENTERPRISES, LLC**

IN WITNESS WHEREOF, the undersigned has executed this Access Easement Agreement as of the \_\_\_\_ day of August, 2016.

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF:

**WTC ENTERPRISES, LLC,**  
a South Carolina limited liability company [SEAL]

\_\_\_\_\_  
Witness #1 Signature

By: \_\_\_\_\_  
Name: Weldon E. Wyatt  
Its: Manager

\_\_\_\_\_  
Witness #2/Notary Public Signature

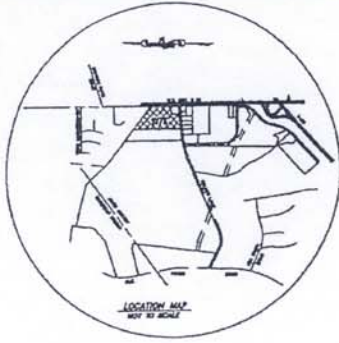
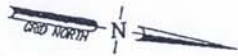
STATE OF SOUTH CAROLINA    )  
  )  
COUNTY OF AIKEN            )

**ACKNOWLEDGMENT**

I, \_\_\_\_\_, a Notary Public for South Carolina, do hereby certify that Weldon E. Wyatt, Manager of WTC Enterprises, LLC, a South Carolina limited liability company (the "Company"), personally appeared before me this day and by authority duly given, acknowledged the due execution of the foregoing instrument on behalf of the Company.

Witness my hand and official seal this \_\_\_\_ of August, 2016.

\_\_\_\_\_  
(SEAL)  
Notary Public for South Carolina  
My Commission Expires: \_\_\_\_\_



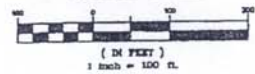
**PLAT**  
 PREPARED FOR:  
**SRP FEDERAL CREDIT UNION**  
 P.O. BOX 8700 NORTH AUGUSTA, S.C. 29081

PROPERTY LOCATED IN THE CITY OF NORTH AUGUSTA  
 AIKEN COUNTY, SOUTH CAROLINA

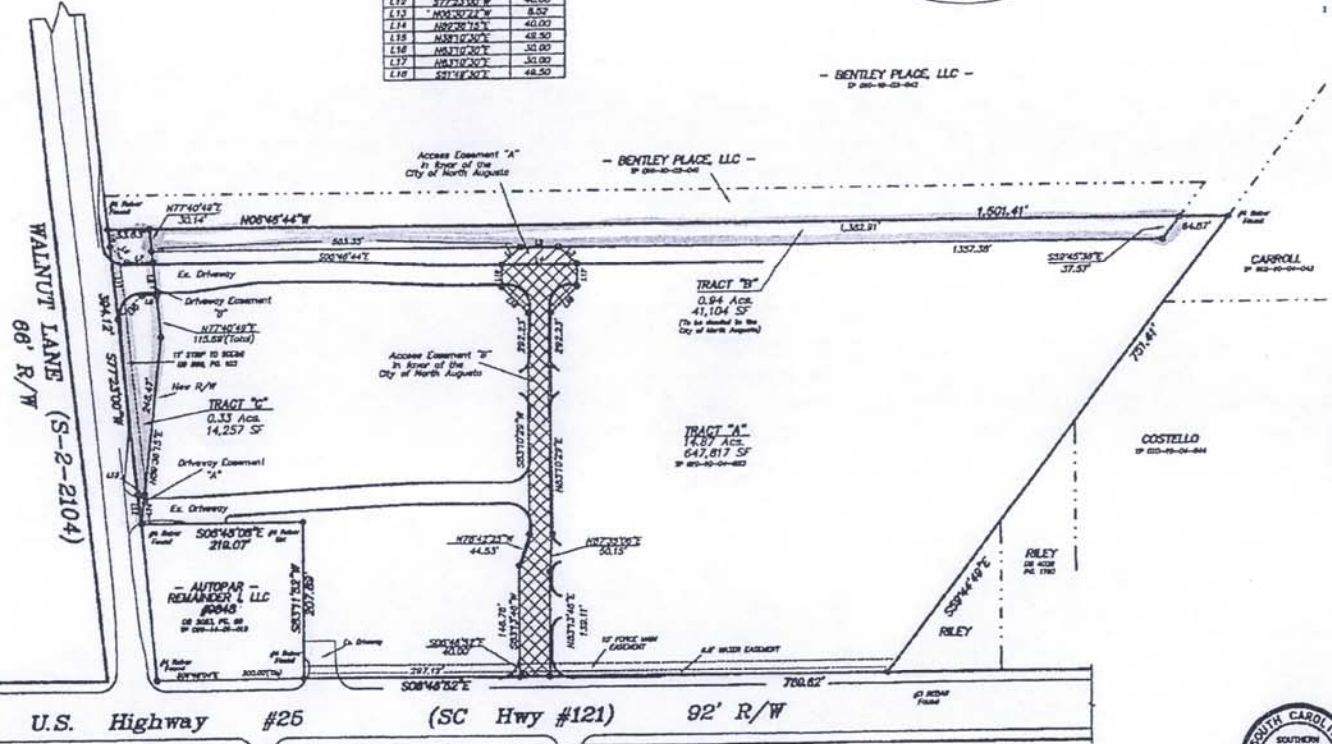
DATE: JANUARY 22, 2010 SCALE: 1" = 100'  
 REV. DATE: JANUARY 26, 2010 (REV. ESMT "B")

PREPARED BY:  
**SOUTHERN PARTNERS, INC.**  
 ENGINEERS - SURVEYORS - PLANNERS - G.P.S.  
 1233 AUGUSTA WEST PARKWAY AUGUSTA, GA. 30909 (706) 655-0000

**GRAPHIC SCALE**



LINE	BEARING	LENGTH
L1	N50°06'49"W	54.54
L2	N05°56'44"W	50.00
L3	N35°21'45"W	34.32
L4	S08°49'20"E	100.00
L5	S77°23'00"W	23.21
L6	S38°10'47"W	50.58
L7	S08°36'24"E	33.92
L8	N77°30'46"W	45.21
L9	S08°46'23"E	19.23
L10	S21°49'23"E	43.56
L11	S77°23'00"W	22.83
L12	S77°23'00"W	40.00
L13	N05°56'22"W	8.52
L14	N02°36'12"E	40.00
L15	N35°12'30"E	48.90
L16	N35°12'30"E	30.00
L17	N35°12'30"E	50.00
L18	S21°49'23"E	48.50



201006140  
 PLAT  
 RECORDING FEES \$10.00  
 RECORDED & INDEXED  
 03-17-2010 04:02 PM  
 JUDITH WARNER  
 COUNTY CLERK  
 AIKEN COUNTY, SOUTH CAROLINA  
 BK: PL 55  
 PG: 181 - 181

"I hereby state that to the best of my knowledge and belief, the survey shown herein was made in accordance with the requirements of the Statutes of South Carolina for the Practice of Land Surveying in South Carolina, and comply with the requirements for a Class 'A' survey as specified therein, and there are no other encumbrances or prohibitions other than shown."

Ret to: Dawn Young  
 City of North Augusta  
 P.O. Box 6400  
 North Augusta, SC  
 29861



*[Handwritten signature]*  
 1/26/10

NOTE: According to the national flood insurance program report available at this time, this property is not located in a designated flood hazard area.

NOTE: ALL BEARS SET AT ALL CORNERS UNLESS OTHERWISE DESCRIBED.



# City of North Augusta, South Carolina

## PROCLAMATION

*WHEREAS, our Founding Fathers, including South Carolinians, Pierce Butler, Charles Pinckney, John Rutledge, and Charles Cotesworth Pinckney, risked their fortunes, and some even their lives, to secure the blessings of liberty for themselves and their posterity, did ordain and establish a Constitution for the United States of America; and*

*WHEREAS, September 17, 2016, marks the two hundred and twenty-ninth anniversary of the drafting of the Constitution of the United States by the Constitutional Convention; and*

*WHEREAS, the anniversary of the signing of the Constitution provides an historic opportunity for all Americans to learn about and recall the achievements of our Founders, and to reflect on the rights and privileges of citizenship as well as its attendant responsibilities; and*

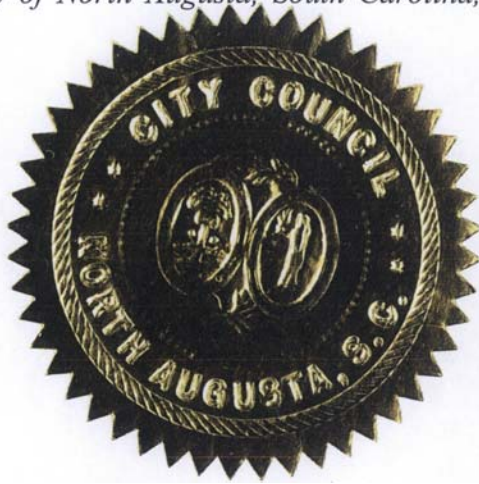
*WHEREAS, the independence guaranteed to the American people by the Constitution should be celebrated by appropriate ceremonies and activities during Constitution Week, September 17 through 23, 2016, as designated by proclamation of the President of the United States of America in accordance with Public Law 915.*

*NOW THEREFORE, I, Lark W. Jones, Mayor of the City of North Augusta, South Carolina, do hereby proclaim September 17 - 23, 2016, as*

### CONSTITUTION WEEK

*in the City of North Augusta, South Carolina, and urge all our citizens to reflect during that week on the many benefits of our Federal Constitution and the privileges and responsibilities of American citizenship.*

*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 September, 2016.*



\_\_\_\_\_  
Lark W. Jones, Mayor  
City of North Augusta

ATTACHMENT 8

RESOLUTION NO. 2016-26  
SELECTING FIRST CITIZENS BANK AS THE MERCHANT SERVICE  
PROVIDER FOR THE CITY OF NORTH AUGUSTA, SOUTH CAROLINA

WHEREAS, the City is currently provided merchant services through SunTrust Merchant Services, which was selected based on the South Carolina State Contract 4400011556 and;

WHEREAS, the City has received merchant pricing analyses on City accounts from two additional merchant service providers. Both merchant service providers are offering the City more favorable discount rates and fees than the current provider; and

WHEREAS, by Resolution 2016-20 adopted June 6, 2016, TSYS Merchant Solutions, was designated as the Merchant Services Service Provider for the City of North Augusta, South Carolina; and

WHEREAS, TSYS Merchant Solutions, through their attorneys, could not come to an agreement for their services with the City's attorney, and, therefore, were never designated as the Merchant Service Provider; and

WHEREAS, First Citizens Bank is offering the most favorable rates and fees for other provider services; and

WHEREAS, expenses/expenditures for merchant services are already included in the City's operating budget in the appropriate funds; and

WHEREAS, it is in the City's best interest to select First Citizens Bank as the merchant service provider for the City of North Augusta, until either party determines it best to dissolve the relationship.

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 First Citizens Bank be selected as the City's Merchant Service Provider, and that the City Administrator and/or the City Finance Director be authorized to sign all documents relating thereto.

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 9-A

ORDINANCE NO. 2016-17  
AN ORDINANCE AUTHORIZING THE CITY OF NORTH AUGUSTA TO GRANT A  
FRANCHISE AGREEMENT TO CROWN CASTLE NG EAST, LLC IN CONNECTION  
WITH THE PROVISION OF TELECOMMUNICATION SERVICE

WHEREAS, Crown Castle NG East, LLC has requested consent of the City of North Augusta to use the streets and public places of the municipality to construct, install, maintain, and operate its facilities for use in providing telecommunications services to its customers within the municipality for its own business purposes and profit; and

WHEREAS, the City has considered the request by Crown Castle NG East, LLC and determined that such request in accordance with the laws of this State; and

WHEREAS, the City has determined that it is proper and in the interest of the citizens of the City to grant such franchise.

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:

1. The City grant to Crown Castle NG East, LLC a nonexclusive franchise agreement as specified in the Franchise Agreement attached hereto, marked as "Exhibit A" and incorporated by reference.
2. All Ordinances or parts of Ordinances in conflict herewith or to the extent of such conflict are hereby repealed.
3. This Ordinance shall become effective immediately upon its adoption on third and final reading.
4. That the City Administrator is authorized to execute any documents necessary to complete the granting of this franchise agreement.

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

First Reading: \_\_\_\_\_

Second Reading: \_\_\_\_\_

Third Reading: \_\_\_\_\_

\_\_\_\_\_  
Lark W. Jones, Mayor

ATTEST:

\_\_\_\_\_  
Donna B. Young, City Clerk

EXHIBIT A

STATE OF SOUTH CAROLINA

FRANCHISE AGREEMENT

COUNTY OF AIKEN

**WHEREAS**, Crown Castle NG East LLC has requested consent of the City of North Augusta to use the streets and public places of the municipality to construct, install, maintain and operate its facilities for use in providing telecommunications services to its customers within the municipality for its own business purposes and profit; and,

**WHEREAS**, other telecommunications providers either have or are likely to seek a similar consent; and,

**WHEREAS**, it is the policy of the municipality to permit such entry into the corporate limits and such use of the streets and public places for the provision of telecommunication services, subject to the duty and authority of the municipality to manage its streets, public property and rights-of-way; to require fair and reasonable compensation from telecommunications providers for the use thereof on a competitively neutral and nondiscriminatory basis; and to publicly disclose the amount of such compensation; and,

**WHEREAS**, the Council of the City of North Augusta has enacted Ordinance Number \_\_\_\_\_ to grant Crown Castle NG East LLC (f/k/a NextG Networks of NY, Inc.) a franchise to construct, install, maintain and operate in, over, upon and under the streets and public places of the municipality, its lines, poles, wires, cables and other telecommunications facilities and equipment to render telecommunications services to its customers in the corporate limits of the City of North Augusta for such period as provided herein.

Section 1: As used in this agreement, the word "Company" means Crown Castle NG East LLC ("Crown Castle"), a limited liability company organized and existing under the laws of the State of Delaware and duly authorized to do business in South Carolina, its successors and assigns.

Section 2: As used in this agreement, the word "Municipality" means the City of North Augusta South Carolina.

Section 3: As used in this agreement, the term "Telecommunications Services" has the meaning and definition given to that same term by S.C. Code Ann. Sections 58-9-10 and 58-9-2200 (1) and 47 U.S.C. § 153; provided, however, for purposes of this agreement, the term "Telecommunications Services" does not include cable television. Cable television services may only be provided in the municipal limits pursuant to a separate franchise pursuant to 42 USC 542.

Section 4: The non-exclusive right, power and authority are hereby granted and vested in the Company to construct, install, maintain and operate in, over, under and upon the streets, alleys, bridges, and rights-of-way of the Municipality, its lines, poles, antennas, wires, cables, cabinets, conduits, converters, equipment and other telecommunications facilities and to use those facilities to render Telecommunication Services to its customers within the corporate limits of the Municipality.

Section 5: Prior to the commencement or continuation of any construction or operation in the corporate limits of the Municipality, the Company shall be duly authorized to do business in South Carolina and shall have received any necessary certificate of public convenience and necessity or other required authorization from the Public Service Commission of South Carolina. Evidence that such authority has been acquired or that it is not required will be filed with the Municipality.

Section 6: All work upon the streets and public places of the Municipality shall be in accordance with all applicable standards, codes and ordinances and will be done under the general supervision of the Mayor and Council of the Municipality through the application for and administration of an encroachment permit from the Municipality. Accordingly, the Company's facilities shall be (a) constructed, maintained and operated in a manner consistent with other equipment in the right-of-way that does not obstruct or hinder the usual travel on or by such right-of-way, and (b) reasonably consistent with the size and height of other equipment in the right-of-way, with facilities not to exceed the greater of (i) ten feet in height above ground level higher than existing poles, if present, or (ii) fifty feet above ground level. In addition, all new construction, wherever practicable, will be placed underground; however, service lines/cables and/or equipment will be allowed to be placed aboveground if other existing service lines/cables and/or equipment in that area are installed aboveground. Any necessary aboveground construction, wherever practicable, will utilize existing utility poles. No street, alley, bridge, right-of-way or other public place used by the Company shall be obstructed longer than necessary during its work of construction or repair and shall be restored to the same good order and condition as when said work was commenced. No part of any street, alley, bridge, right-of-way or other public place of the Municipality, including any public drain, sewer, catch basin, water pipe, pavement or other public improvement, shall be damaged. However, should any such damage occur, the Company shall repair the same as promptly as possible, and, in default thereof, the Municipality may make such repairs and charge the reasonable cost thereof to and collect the same from the Company. The Company shall save the Municipality harmless from all liability or damage (including judgments, decrees, court costs, and defense costs) arising out of the Company's operations within the corporate limits of the Municipality, the exercise of the privileges granted to the Company by this ordinance, or the acts or omissions of the Company's employees, contractors, or agents.

Section 7: The Municipality reserves the right to determine that, in its reasonable discretion, it is in the public interest to improve or modify its streets or public places in a manner that requires the displacement, modification, relocation or removal of the Company's facilities from any area along the Municipality's streets or public places. In any such case, the Municipality shall use its reasonable efforts to afford the Company a reasonably equivalent alternate location. Upon its receipt of reasonable notice from the Municipality of that determination (which notice shall be not less than sixty (60) days except where emergency conditions require shorter notice), the Company, at its own expense, shall protect, support, temporarily disconnect, relocate to another section of the streets or public places designated by the Municipality, or totally remove from the streets or public places any facilities of the Company when required or requested by the Municipality for reason of traffic conditions, public safety, street abandonment, freeway and street construction, change or establishment of street grade, installation of sewers, drains, gas or water pipes, or electrical or telecommunications lines when such relocation work is being done directly by or for the Municipality.

Section 8: In consideration of the grant of authority to utilize the streets and public places of the Municipality for the provision of Telecommunication Services, and in accordance with applicable laws and ordinances, the Company shall pay such lawful franchise fees, business license taxes, and administrative fees as are presently permitted by Article 20 of Chapter 9 of Title 58 of the 1976 Code of Laws of South Carolina, as enacted in 1999, and as may be enacted and imposed by the Municipality. The Company shall also pay all such ad valorem taxes, service fees, sales taxes, or other taxes and fees as may now or hereafter be lawfully imposed on other businesses within the Municipality. Provided, however, that in the event that Article 20 of Chapter 9 of Title 58 of the 1976 Code of Laws of South Carolina, as enacted in 1999, or other laws governing franchise fees, business license taxes and/or other fees with respect to Telecommunication Services shall be substantially modified by subsequent legislation or court decision, the provisions herein contained shall be brought into conformity with the changes in the applicable law by appropriate amendment to this agreement. If the limitations on the amount of franchise fees, administrative fees, and business license taxes on providers of Retail Telecommunications Services presently contained in said statute shall be removed or modified, the Municipality will be free, by amendment to this agreement, to impose such fair, reasonable, competitively neutral and non-discriminatory fees and taxes as may then be permitted by that statute or by such applicable South Carolina and federal law as may then govern.

Section 9: Except as specifically provided herein, or otherwise mandated by law, the privilege granted to the Company by this agreement does not exempt or excuse the Company from the police power and all other lawfully imposed municipal authority and laws including, but not limited to, those relating to zoning,

permitting, traffic control, construction and excavation, planning, aesthetics, and the environment.

Section 10: This agreement may be terminated by either party upon forty-five (45) days' prior written notice to the other party upon a default of any material covenant or term hereof by the other party, which default is not cured within forty-five (45) days of receipt of written notice of default (or, if such default is not curable within forty-five (45) days, if the defaulting party fails to commence such cure within forty-five (45) days or fails thereafter diligently to prosecute such cure to completion). Except as expressly provided herein, the rights under this agreement are irrevocable.

Section 11: Any notice to either party shall be in written form and addressed as follows:

If to the Municipality:  
City of North Augusta  
100 Georgia Avenue  
North Augusta, SC 29841-3843

If to the Company:  
Crown Castle NG East LLC  
c/o Crown Castle USA, Inc.  
2000 Corporate Drive  
Canonsburg, PA 15317-8564  
Attention: General Counsel, Legal Department

With a copy (which shall not constitute legal notice) to:  
Crown Castle NG East LLC  
Attention: SCN Contracts Administration  
2000 Corporate Drive  
Canonsburg, PA 15317-8564

Section 12: This agreement constitutes the entire agreement of the Parties and may be modified only by a subsequent written instrument.

Section 13: This agreement shall be binding upon the parties hereto, their legal representatives, successors and assigns.

IN WITNESS WHEREOF, the Parties have caused this Franchise Agreement to be executed on the date the Council of the Municipality formally enacted Ordinance Number \_\_\_\_\_.

WITNESSES

**The Company**

Crown Castle NG East LLC

\_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

\_\_\_\_\_

Its: \_\_\_\_\_

**The Municipality**

City of North Augusta, South Carolina

\_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

\_\_\_\_\_

Its: \_\_\_\_\_

STATE OF SOUTH CAROLINA

**PROBATE**

COUNTY OF AIKEN

PERSONALLY appeared before me, the undersigned witness, and made oath that (s)he saw the within named \_\_\_\_\_ sign, seal and as their Act and Deed deliver the within written Franchise Agreement, and that (s)he with the other witness described above witnessed the execution thereof.

\_\_\_\_\_

SWORN to before me this \_\_\_\_\_  
Day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Notary Public for South Carolina  
My commission expires: \_\_\_\_\_

STATE OF SOUTH CAROLINA

**PROBATE**

COUNTY OF AIKEN

PERSONALLY appeared before me, the undersigned witness, and made oath that (s)he saw the within named \_\_\_\_\_ sign, seal and as their Act and Deed deliver the within written Franchise Agreement, and that (s)he with the other witness described above witnessed the execution thereof.

\_\_\_\_\_

SWORN to before me this \_\_\_\_\_  
Day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Notary Public for South Carolina  
My commission expires: \_\_\_\_\_

ATTACHMENT 10

RESOLUTION NO. 2016-27

AN ORDINANCE AUTHORIZING NORTH AUGUSTA PUBLIC SAFETY TO ENTER INTO A LAW ENFORCEMENT ASSISTANCE AND SUPPORT AGREEMENT WITH THE AIKEN COUNTY SHERIFF'S OFFICE

WHEREAS, the North Augusta Department of Public Safety has been requested, by the Aiken County Sheriff's Office, to enter into a Law Enforcement Assistance and Support Agreement in accordance with the document attached hereto marked "Exhibit A" and incorporated by reference; and

WHEREAS, such agreements are authorized by South Carolina Code (ann.) §23-20-10, et seq; and

WHEREAS, the Council has determined that this Mutual Aid Agreement is in the best interest of the citizens of North Augusta as well as the citizens of Aiken County.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of North Augusta, South Carolina that the North Augusta Department of Public Safety is authorized to enter into the Law Enforcement Assistance and Support Agreement as identified and outlined in "Exhibit A" attached hereto and

BE IT FURTHER RESOLVED that the Director of Public Safety, City Administrator or Mayor, is authorized to execute such Agreement.

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

\_\_\_\_\_  
Lark W. Jones, Mayor

ATTEST:

\_\_\_\_\_  
Donna B. Young, City Clerk



EXHIBIT A

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

This agreement is made and entered into this 1<sup>st</sup> day of July, 2016, by and between the **Aiken County Sheriff's Office, 420 Hampton Avenue, NE, Aiken, SC 29801** and the **North Augusta Public Safety, 400 East Buena Vista, North Augusta, SC 29841**.

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

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

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

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

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

1. VESTING OF AUTHORITY AND JURISDICTION

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

## 2. REQUEST FOR ASSISTANCE

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

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

## 3. PRIMARY RESPONSIBILITY

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

## 4. PROCEDURE FOR REQUESTING LAW ENFORCEMENT ASSISTANCE

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

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

5. PERSONNEL, COSTS AND RECORDS

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

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

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

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

7. COMPENSATION

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

8. INSURANCE

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

9. EMPLOYMENT STATUS

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

10. MODIFICATION OR AMENDMENT

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

11. RESPONSIBILITY TO RESPECTIVE GOVERNING BODIES

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

12. SEVERABILITY

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

13. BINDING SUCCESSORS IN OFFICE

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

14. NO INDEMNIFICATION OR THIRD PARTY RIGHTS

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

15. TERMINATION

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

16. TERM AND RENEWAL

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

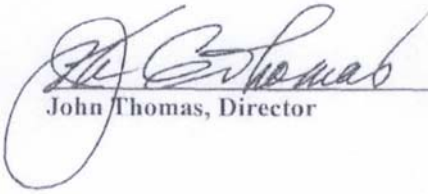
17. USE OF EQUIPMENT AND FACILITIES

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

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

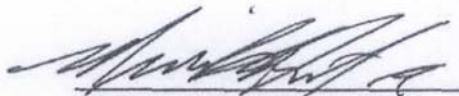
NORTH AUGUSTA PUBLIC SAFETY

WITNESSES

  
\_\_\_\_\_  
John Thomas, Director

\_\_\_\_\_  
Witness

AIKEN COUNTY SHERIFF'S OFFICE

  
\_\_\_\_\_  
Michael E. Hunt, Sr., Sheriff

  
\_\_\_\_\_  
Witness

ATTACHMENT 11-B

ORDINANCE NO. 2016-18

TO AMEND THE ZONING MAP OF THE CITY OF NORTH AUGUSTA,  
SOUTH CAROLINA BY REZONING ±3.75 ACRES OF LAND OWNED BY  
NEERAJ K. SHARMA GIFTING TRUST AND LOCATED AT THE SOUTHWEST  
INTERSECTION OF WALNUT LANE AND EDGEFIELD ROAD, TAX PARCEL  
NUMBER 010-14-04-014, FROM PD, PLANNED DEVELOPMENT  
TO GC, GENERAL COMMERCIAL

WHEREAS, on December 17, 2007, by Ordinance 2007-22, the North Augusta City Council adopted the North Augusta Development Code and a citywide Zoning Map which is consistent with the City's 2005 Comprehensive Plan; and

WHEREAS, pursuant to Section 5.3, North Augusta Development Code, the North Augusta Planning Commission may recommend amendments to the Zoning Map, provided such amendments are consistent with the City's 2005 Comprehensive Plan; and

WHEREAS, the North Augusta Planning Commission, following an August 18, 2016 public hearing, reviewed, considered and approved the amendment to the Zoning Map and recommended said amendment to the City Council for approval.

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 property owned by Neeraj K. Sharma Gifting Trust, located at the southwest intersection of Walnut Lane and Edgefield Road, containing ±3.75 acres, and shown on the map prepared by the City of North Augusta dated July 19, 2016 and attached hereto as Exhibit A, is hereby rezoned from PD, Planned Development to GC, General Commercial. The subject property is identified by the following Aiken County Tax Map Block and Parcel Number:

010-14-04-014

II. Said property being officially rezoned to the classification GC, General Commercial in accordance with the map attached hereto as Exhibit A, the official Zoning Map of the City of North Augusta is to be so amended.

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

IV. This Ordinance shall become effective immediately upon its adoption on third and final reading.

ORDINANCE TO AMEND ZONING MAP - NEERAJ K. SHARMA  
GIFTING TRUST

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 \_\_\_\_\_

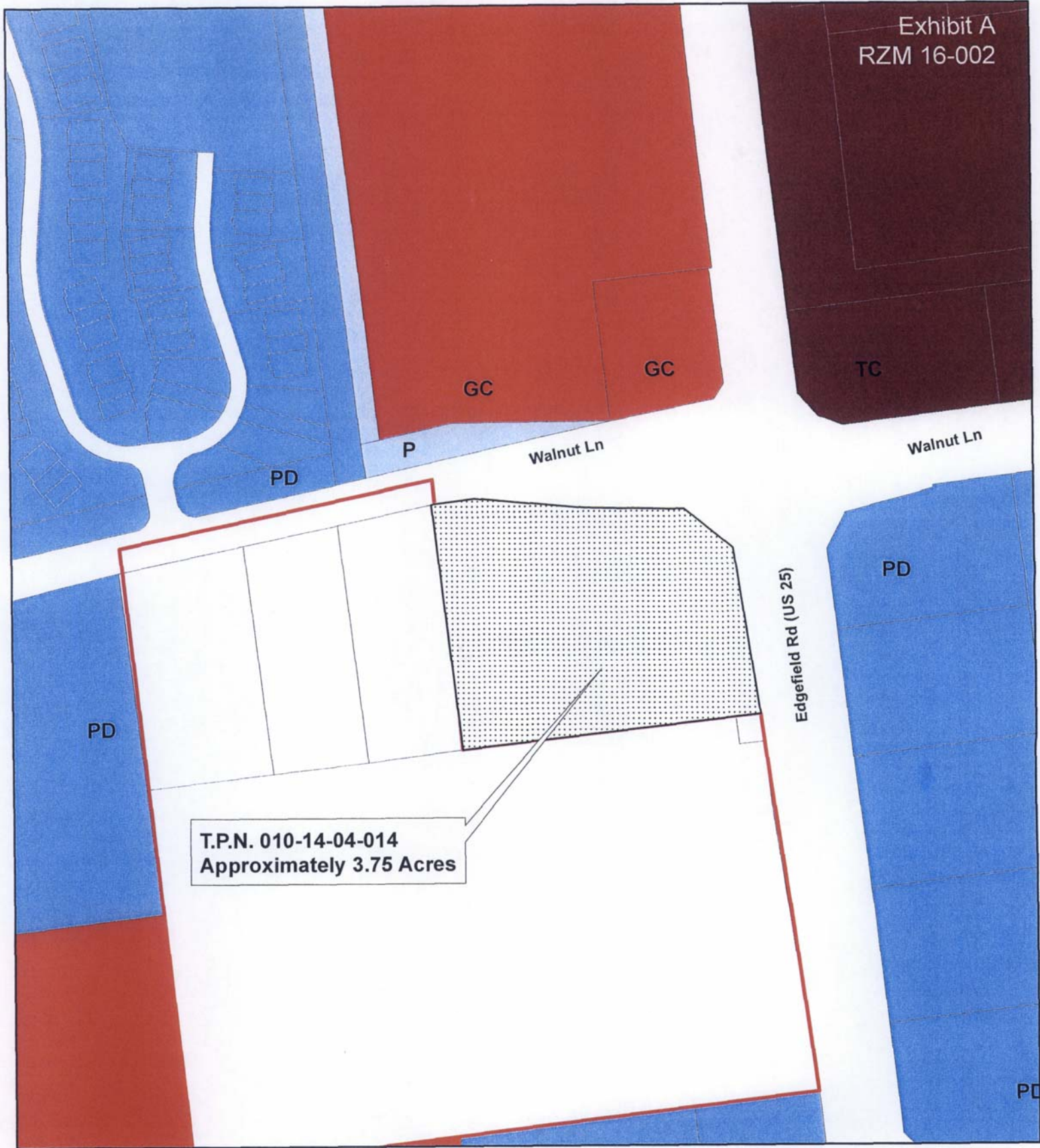
\_\_\_\_\_  
Lark W. Jones, Mayor

Second Reading \_\_\_\_\_

Third and Final Reading \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Donna B. Young, City Clerk

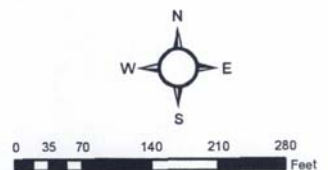


T.P.N. 010-14-04-014  
Approximately 3.75 Acres

Application Number RZM 16-002

Tax Parcel Number  
010-14-04-014

A Request to Rezone from  
PD, Planned Development to  
GC, General Commercial





# Department of Planning and Development



## Memorandum # 16-28

City of North Augusta

**To:** B. Todd Glover, City Administrator

**From:** Scott Sterling, AICP, Director *SS*

**Subject:** Application Number RZM 16-002 – A request by WTC Enterprises, LLC, representing Niraj K. Sharma Gifting Trust, to rezone ±3.75 acres of land located at the southwest intersection of Walnut Lane and Edgefield Road, Tax Parcel Number 010-14-04-014, from PD, Planned Development, to GC, General Commercial.

**Date:** August 19, 2016

### Summary

Applicant	Neeraj K. Sharma Gifting Trust
Project Name	Walnut Corner Rezoning
General Location	Intersection of Edgefield Road and Walnut Lane
Parcel Number	010-14-04-014
Existing Zoning	PD, Planned Development
Proposed Zoning	GC, General Commercial
Future Land Use	Mixed Use
Proposed Use	Commercial Development

### Planning Commission Recommendation

On August 18, 2016, after a duly advertised and convened public hearing, the Planning Commission considered a request to rezone the ±3.75 acre property located at the southwest intersection of Edgefield Road and Walnut Lane from PD, Planned Development to GC, General Commercial. **The Planning Commission recommended, on a 5-0 vote, that City Council rezone the property as proposed.**

Please schedule this application for City Council consideration and action. A draft ordinance approving the Zoning Map amendment is attached and a digital copy has been provided to the City Clerk.

### History

The site is currently vacant. This property was annexed into the City in 1986 as part of a ±563 acre annexation that included developments such as Arbor Place, Walnut Grove, Andrew's Branch, Butler's Mill, Bentley Place and SRP Federal Credit Union Headquarters. The property zoning was specified at the time of the annexation as PD-G, which was Planned Development-General, with Thoroughfare Commercial-TC uses permitted. The

zoning has not changed over time and there are no known applications for general development plan approval.

Recent redevelopment efforts in the area include the Sweetwater Square shopping center (Wal Mart, shops and two outparcels). The reconfigured Walnut Lane intersection with Edgefield Road created a four way, signalized intersection with the commercial shopping center and multifamily residential to the east of Edgefield Road and the existing residential and commercial development on the west side of Edgefield Road. The subject property was previously larger in area, however, with the realignment of Walnut Lane, land was acquired to provide the necessary right of way for the new signalized intersection.

**Site Conditions**

	<b><u>Existing Land Use</u></b>	<b><u>Future Land Use</u></b>	<b><u>Existing Zoning</u></b>
Subject Parcel	Vacant	Mixed Use	PD, Planned Development
North	Commercial	General Commercial	GC, General Commercial/HC, Highway Corridor Overlay
South	Commercial	Mixed Use	UD, Urban Development (Aiken County)
East	Commercial	Mixed Use	PD, Planned Development
West	Commercial	Mixed Use	UD, Urban Development (Aiken County)

**Access** – The sites currently has access from Walnut Lane (full movement) and Edgefield Road (right in/out).

**Topography** – The property has topography that generally slopes from the north to the south. The property has little vegetation.

**Utilities** - Potable water is available in Walnut Lane/Edgefield Road from Edgefield County Water and Sewer Authority. There is an eight inch City of North Augusta sanitary sewer line connection at the southwest corner of the property.

**Floodplain and Environmental Conditions** - The site is not within federally designated floodplain or wetlands.

**Drainage Basin** – This project is located within Franklin Branch Drainage Basin. Stormwater Management has not yet conducted a baseline assessment of the basin streams within the basin. The Stormwater Manager recognizes that a study needs to occur and has looked into scheduling one in the future. Previously, the need was not there as much of the basin is not located within the City jurisdiction and little development had occurred.

### **Public Notice**

A notice of the rezoning request and scheduled date of the Planning Commission public hearing was mailed to the owners of property within 200 feet of the subject property on August 1, 2016. The property was posted with the required public notice on August 3, 2016. A public notice of the rezoning request and scheduled date of the Planning Commission public hearing was published in *The Star* and on the City's website on August 3, 2016. The Planning Commission convened the public hearing and considered the application on August 18, 2016.

### **Findings and Analysis**

Section 5.3.6 of the North Augusta Development Code (NADC) provides the minimum approval criteria to be used in determining a recommendation to City Council. The Planning Commission shall consider all of the factors specified in this section, at a minimum, in reviewing an application for a rezoning.

**1. The size of the tract in question (§5.3.6.1).**

The subject property is approximately 3.75 acres in total area. The property does not meet the minimum area of ten acres for a Planned Development under the requirements of the Development Code. Rezoning the property to a commercial district is appropriate for purposes of redevelopment of this site.

**2. Whether the proposal conforms with and furthers the goals of the Comprehensive Plan, other adopted plans, and the goals, objectives, and policies of this Chapter. Specifically, the Planning Commission shall consider the goals stated in §1.2 (§5.3.6.2).**

The proposed rezoning would provide an opportunity to provide additional general commercial zoned property within the greater Exit 5/Edgefield Road area. The 2005 Comprehensive Plan has goals and objectives about encouraging and attracting new commercial uses into the Exit 5 area. This property is of sufficient size to develop a couple of commercial uses. The proposed rezoning would conform and further the goals of the Comprehensive Plan.

**3. The relationship of the uses envisioned under the new zoning and the uses currently present in adjacent tracts. In particular, the Planning Commission shall consider whether (§5.3.6.3):**

**a. The proposed rezoning is compatible with the surrounding area (§5.3.6.3.a);**

The proposed rezoning would provide additional commercial uses to be permitted by right. Full movement traffic access would be provided from the existing collector roadway (Walnut Lane), rather than to the arterial roadway (Edgefield Road), a desired transportation management goal of the City. The existing site constraint of overall acreage limits much of the market from a more dense development. Single-family residential uses on the subject property would not be compatible with the

adjacent developments (existing and under construction). It would appear that the proposed rezoning is compatible with the surrounding commercial area.

**b. There will be any adverse effects on the capacity or safety of the portion of street network influenced by the rezoning (§5.3.6.3.b);**

The street network will be evaluated again as part of a site plan review process. Given the existing access options to the subject property, it is not anticipated that the development potential for the site and corresponding trip generation will warrant significant street network upgrades.

**c. There will be any adverse effects on existing or planned public utility services in the area (§5.3.6.3.c);**

The existing utility networks appear to be able to accommodate the anticipated development potential of the subject property based on the size of the sanitary sewer line located near the site and the availability of potable water and sanitary sewer. As part of the site plan approval process, the existing utility systems will be reviewed to the extent necessary to ensure that development of the subject property is not creating any adverse effects on the overall utility service to the area.

**d. Parking problems; (§5.3.6.3.d)**

The proposed rezoning will not impact or create any additional parking problems as the site is vacant currently. The site development plan will be reviewed against the current Development Code parking standards for the proposed use.

**e. Environmental impacts that the new use will generate such as excessive stormwater runoff, water, air, or noise pollution, excessive nighttime lighting or other nuisances. (§5.3.6.3.e)**

The proposed rezoning does not appear to create any additional environmental impacts. The site plan must comply with all applicable development standards in the Development Code, including the state and federal standards associated with stormwater management, water and air pollution. City design standards are already in place to address noise pollution and excessive nighttime lighting.

**4. Any recent change of character in the area due to installation of public facilities, other zone changes, new growth trends, deterioration and development. (§5.3.6.4)**

The proposed rezoning is appropriate to consider based on the existing land uses in the immediate area and recent rezonings for similarly small parcels in order to remove Planned Development zoning classifications. Based on the site constraints of the subject property alone, the applicant may not have a market for residential uses and most likely not an opportunity for a mix of residential and commercial uses as required under the Planned Development zoning classification. The proximity of the subject property to the existing (re)development of commercial properties in the area have renewed interest in this (and other remaining) properties in the Exit 5/Edgefield Road area.

**5. The zoning districts and existing land uses of the surrounding properties. (§5.3.6.5)**

The proposed zoning classification of GC, General Commercial would allow commercial uses consist with a heavily traveled transportation corridor such as Edgefield Road. The type of commercial uses anticipated for the subject property should not adversely impact the current viability of the surrounding area. Any proposed site plan for this property must comply with all applicable standards specified in the Development Code.

**6. Whether the subject property is suitable for the uses to which it has been restricted under the existing zoning classification. (§5.3.6.6)**

The existing zoning classification realistically prohibits the applicant from pursuing a development plan and the mix of uses required to be provided under a Planned Development do not make the subject property likely to be developed. Rezoning the property to a traditional commercial zoning district would allow a variety of uses to be possible within the confines of the standards of the Development Code.

**7. Whether the rezoning is compatible with the adjacent neighborhood, especially residential neighborhood stability and character. (§5.3.6.7)**

The proposed rezoning does not appear to impact the compatibility of adjacent uses. Appropriate buffers and screening must be provided as part of any development plan and should serve to mitigate any impacts and enhance the area.

**8. The length of time the subject property has remained vacant as zoned, if applicable. (§5.3.6.8)**

The subject property has been vacant for a long time. The current zoning does not realistically allow the development of the subject property until a rezoning to a traditional zoning district occurs.

**9. Whether there is an adequate supply of land available in the subject area and the surrounding community to accommodate the zoning and community needs including, but not limited to, affordable housing and economic development. (§5.3.6.9)**

The properties in the surrounding area are largely built out as commercial uses. Much of the supply of land is much larger in size and/or has been allocated for large scale commercial development. This rezoning request would allow the subject property to create a small-scale commercial development on an underutilized property within the Exit 5/Edgefield Road area.

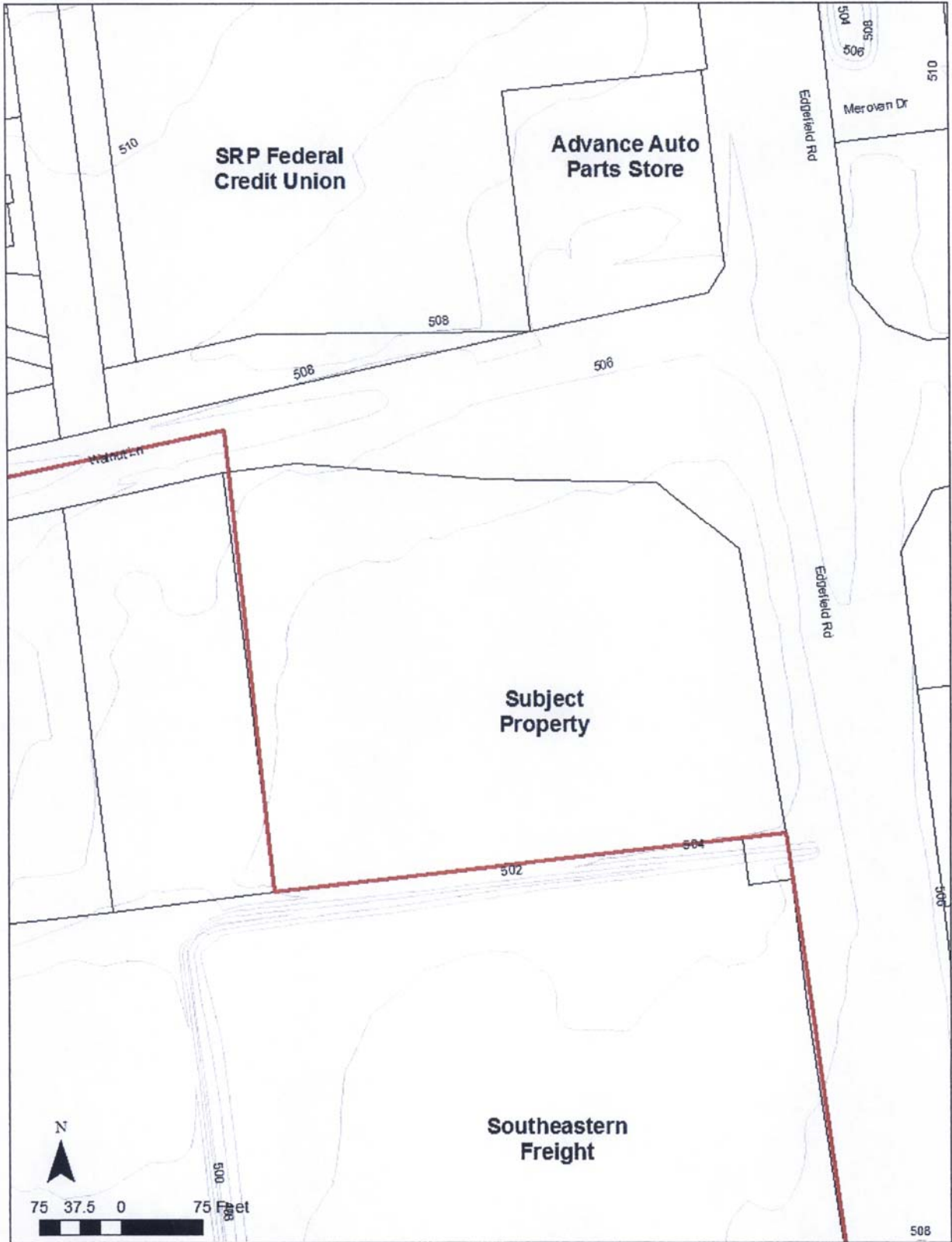
**10. Whether the existing zoning was in error at the time of adoption. (§5.3.6.10)**

The existing zoning of PD, Planned Development has been in place since annexation. It does not appear that the existing zoning was made in error during the adoption of the zoning for the subject property.

Aerial Photography



**Topography**



**Zoning**

