

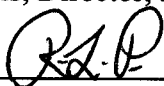
THE CITY OF AIKEN

Memorandum

Date : June 5, 2002

To : City Council

Cc : Roger LeDuc, City Manager; Gary H. Smith, III, City Attorney; Stephen Muller, Human Resources Consultant-Washington Group International; David Sharpe, Project Manager, H.G. Reynolds Company, Inc.; McDonald Law, Hughes, Beattie, O'Neil, Law and Associates; Chris Verenes, Washington Group International; Angie Fitzgerald, Aiken Community Playhouse; P.H. Porter, Aiken Community Playhouse; Larry Morris, Director, Engineering and Public Works

From : Richard L. Pearce, Staff Attorney 

Subject: Management Audit Requested by City Council Regarding the Washington Group/Aiken Community Playhouse Project on Newberry Street, Aiken, South Carolina

This memo attempts to answer various questions proposed by Councilmember Smith, and endorsed by City Council, regarding the Washington Group/Aiken Community Playhouse Project. This memo is not a financial audit and does not address any financial issues for this project. Instead, it focuses upon the different people and entities who have worked on it, the decision-making process they have employed, and this project's strengths and weaknesses – with an eye toward directing future projects.

**Define the relationship between Aiken Corporation and the City of Aiken, including financial, legal, and all business aspects.**

What is Aiken Corporation?

The Aiken Corporation was formed as a 501(c)(3) non-profit organization in the mid-1990s to facilitate economic development in Aiken. At that time, the Aiken 20/20 fundraising campaign was in full swing. Funds it raised were used on a variety of projects that focused on the betterment of the Aiken community.

The Aiken Corporation is not a division of the City of Aiken. Therefore, it has the ability to apply for certain grants, enter into mortgages, or obtain other funds, not generally available to municipalities. The Aiken Corporation maintains separate books, uses a separate attorney for its legal services, and is free to separately contract with whomever it desires.

Who is Aiken Corporation?

Aiken Corporation letterhead uses the City of Aiken post office box, and the City Manager's Office telephone and fax transmission numbers. In addition, Leasa Segura, a City employee, provides some limited operational assistance to Aiken Corporation. Roger P. LeDuc, Aiken City Manager, is its Secretary and is a non-voting member of its Board of Directors. In addition, two council members are also appointed to its Board. The corporation maintains an executive committee and a board of directors. Members are citizens who are very active in the Aiken Community. It meets regularly, and identifies projects potentially beneficial to economic development in Aiken. On occasion, City Council has approved grants or loans to Aiken Corporation for various projects. Council has approved funds for this project. These are set forth in the attached meeting minutes [see Tab 5].

**Trace and document the evolution of the entire project from inception.  
What was the original project definition, schedule, budget, and funding source?**

A Need is Identified.

The Aiken Downtown Development Association (ADDA) reviewed area downtown development with the assistance of the South Carolina Downtown Development Association. A staff analysis concluded that an anchor facility was needed in downtown Aiken to help attract business and tourism. Preliminary discussions began, in conjunction with Aiken Corporation, to see if the Community Playhouse would like to relocate to the downtown area.

### A Location is Found.

In the summer of 1998, the ADDA received a contract for the sale of the Mark I and II Cinemas. In November, 1998, City Council approved giving money to Aiken Corporation. Aiken Corporation used these funds to secure options to buy this property on Newberry Street for a new playhouse facility. The original new playhouse design called for demolishing the old movie theaters; renovating them proved unfeasible. Instead, a new building, of 22,000-square feet, would be constructed on the site at a cost of \$1,942,600. The estimated total project cost at that time was \$2,370,000. Plans included retention of two, smaller vacant lots that could be sold for commercial use. In a June 14, 1999 City Council meeting, Aiken Community Playhouse representatives appeared and requested \$1.75 million for building construction. They said at that meeting they could raise approximately \$450,000 for building upfit costs. They also indicated the existing playhouse on Two Notch Road was valued at \$175,000. The City would purchase the land. Council voted to acquire the land, wait a year to see how the playhouse fundraising went, and to review this funding request after the Playhouse had conducted its fundraising effort.

### An Executive Decision Enlarges the Project.

This project's scope dramatically changed in January 2000. Governor Hodges, Commerce Department Director Way, Ambrose Schwallie, and City officials announced that the Westinghouse Governmental Services Division would locate its international headquarters in Aiken. They announced it would also be built at the Newberry Street location. This significant development brought several changes to the project design, and, of course, to its cost. By this time, the City, as authorized by Council, had purchased the old Whittle Building, the Mark I and II Cinemas, and a portion of property owned by Margaret Holley for a total price of \$302,500. These combined three parcels would provide the area needed for the new Westinghouse

Government Services Division/Aiken Community Playhouse building. With two different entities locating on this property, other issues had to be resolved. Would two separate buildings be erected or should one combined structure be built? After meetings with the interested parties, designs for one building, housing the offices and playhouse, that would share the lobby, were begun.

On May 1, 2000, in a special meeting, Council initially approved a proposed agreement with the Playhouse. Under it, the City would build a shell and spend up to \$1.5 million for the theatre. In turn, the Playhouse would raise \$1 million. Council also approved drafting a memorandum of understanding with the Aiken Corporation. A 99-year ground lease with Aiken Corporation, for the office portion of the building passed.

On May 8, 2000 and May 21, 2000, at Council's regular meetings, a construction loan to Aiken Corporation was approved for \$3,500,000. No one spoke at the public hearing on this loan. At that time, it was anticipated that permanent funding would be obtained by Aiken Corporation from local banks. This loan was extended to pay for the building shell construction (Phase I) and the upfit of the offices and a portion of the lobby (Phase II). The playhouse loan (\$1,500,000) was expected to pay for the rest of the lobby and part of the playhouse upfit (Phase III). A construction cost estimate for the project totaled \$5,723,396. No plans, or designs, had been finalized when this estimate was made.

Time is of the Essence.

From the beginning of the "new and improved" project, Washington Group International (as Westinghouse Government Services Group was now known) made it very clear they had to move into the new facility no later than October 1, 2001. The normal time needed to design, bid, and build a project this size is usually 24 months. To keep them in this picture, time was now of

the essence. Aiken Corporation, and City of Aiken officials, as a result, employed a “design-build” approach which was thought to be the best way to meet this October 1, 2001 deadline. As the lease with Washington Group International was being negotiated, before final designs were finished, and while specifications were being drawn up, Aiken Corporation ordered the structural steel for the project. This order was placed to save time because these beams would have to be fabricated before being installed. Fortunately, the lease negotiations with Washington Group went well and were finalized. The design for the building shell was completed, and work began on designing the offices for Washington Group.

McDonald Law of Hughes, Beattie, O’Neil, Law and Associates designed this project. He also provided construction oversight. H.G. Reynolds Company, Inc. successfully bid the contract to construct the Phase I shell. As Phase I construction began, final designs were made for the upfit of the Washington Group offices (Phase II). They are located on the lefthand portion of the building. Since Washington Group would be sharing the lobby with the Playhouse, design also began on this common area. During this time, Washington Group made a \$400,000 donation to the Playhouse towards this project. By the end of Summer, 2000 and into Fall, 2000, the scope of the project evolved from a smaller building housing a community playhouse to one with an international corporate headquarters and office complex, with a shared common lobby, that could be used by Washington Group, the Playhouse, the City, and other persons for a variety of functions. Additional land was required, so City Council approved purchasing the Joe Babb house on Chesterfield Street for \$145,000 and acknowledging a donation by Babb of \$30,000. Work on the project continues today.

**Who was the project manager?** The City, initially in charge of land acquisition, building demolition, and lot clean-up, relinquished the project manager role to the Aiken

Corporation once City Council approved the \$3.5 million loan. Day-to-day supervision of construction progress fell to Wade Brodie of Aiken Corporation, McDonald Law is the project architect, and H.G. Reynolds, Inc. the contractor. Larry Morris, Engineering and Public Works Director, also monitored it. Currently, Morris is the project director. Weekly meetings are being held, with all interested parties attending. It is now on schedule.

**What was the approval process?** Aiken Corporation approved the plans for the building, with input from the City. To obtain work approval, the contractor performed its job, and then submitted a payment request to the architect. The architect forwarded requests for payment to the Aiken Corporation. Once the Aiken Corporation consented to payments, Larry Morris approved a request for a draft. The City Manager, and the Finance Department Director, then authorized issuing a check for the completed project work. The check amount was charged against the Council-approved Aiken Corporation loan.

Scope of work change orders were initiated by an interested party, whether it be Washington Group, the Playhouse, Aiken Corporation, or the City. Then they were approved by the architect – who made it part of an AIA document [G701-2000], the contractor signed it, and Wade Brodie signed on behalf of the owner, Aiken Corporation. These change orders are attached to this memo and are incorporated by reference. [See Tab 2] They reflect changes of different magnitudes, from a few thousand dollars for a tile upgrade to over \$2.1 million for the office and lobby work. A chart of these changes is appended to this report to aid the reader. [See Tab 1]

**For each change to the project definition:**

**Define the proposed change.**

**Who proposed it.**

**What was the proposed, the actual budget impact?**

**To whom was this increase to be allocated and what was the intended funding source if multiple responsible parties indicate the allocation among them?**

**What were the proposed and actual schedule impact?  
By whom was the change approved and what was the approval process?  
Who was to manage this part of the project or was it to fall within the overall project  
management?  
Document any other significant impacts of change to the project.**

Eleven change orders have been signed so far for this project. They are attached to this memo as exhibits. [See Tab 2] These change orders reflect modifications to the original playhouse design approved by the parties. In addition to these change orders, and under Tab 2, is a chart showing the allocation and origination of various changes to the project. Another chart, provided with the letter from Phil Porter, Aiken Community Playhouse, allocates these change order amounts. [See Tab 3]

**Provide a management evaluation of the project:**

**Highlight strong and weak points in its management.**

This project definitely benefited from the cordial and good working relationship of those involved in the design, construction, and approval processes. As a result, the design/build approach has proved successful because the project met the completion date Washington required. They are now in the building. The building is producing income for Aiken Corporation, and in turn, the City.

Weak points in the management could include turning over virtually all control of a publicly-funded project to a private non-profit corporation with limited assets. However, the concerted efforts of those involved in this undertaking tend to diminish any potential weakness in the management model for this construction.

Definite weaknesses in this project are the lack of coordinated communication amongst all interested parties and the monitoring of the effect of project design changes along the way. They impacted the bottom line of the project . Increases in the Playhouse's responsibilities from

\$450,000 to \$1.6 million reflect this concern. However, the Playhouse has indicated that it is not dissuaded from seeing this project to completion. Certainly the changes in this project's scope are reflected in the building that will be completed. The occupants of it have expressed satisfaction with its design.

**Identify any execution concerns where monies were not spent or activities not completed as intended.**

No money has been spent on a project manager who could have monitored this project to ensure that everyone concerned was aware of project progress, changes to date, estimated completion date, and total indicated project cost. No one person has been identified in this project as the definitive person to answer questions that have arisen in the course of this construction.

I am not aware of any activities not completed as intended.

**Identify the underlying problems which caused the schedule and budget overruns.**

Delay in the Washington Group office construction was two weeks. Since their furniture was delivered on that date anyway, this delay appears negligible.

It appears that delay in the Playhouse opening relates directly to clearing up questions about exactly what expenses it was responsible for paying. Further delays can be attributed to other negotiations conducted to determine exactly how the playhouse would be upfitted, the total costs for doing so, and how it would be financed. In addition, Council began its inquiry into this project and voted, in March, after this inquiry, how the playhouse upfit would be managed. It appears that the Playhouse is satisfied with the October opening date, although members initially wanted to open their new venue on the 50<sup>th</sup> anniversary of the Playhouse's founding.

Construction costs are near the original estimate that was done in March, 2000. Added costs are within 10% of the estimate. I understand that to be within industry tolerances.

**Identify any as yet unidentified concerns.**

I am not aware of any unidentified concerns.

**Provide recommendations for managing future projects.**

Significant projects, as this one, would benefit from Council's designation of a project manager. In lieu of a designated project manager, then Council should consider designating a person who will be responsible for coordinating the project and providing answers to questions that occur during its course.

Council should, at the time of project approval, spell out its expectations to all parties involved in it. Further, Council should place any conditions on the project it believes necessary at the outset [e.g. what changes should be brought to its attention; how often should project progress be reported]. Council should also establish a clear line of communication to be utilized during the project to make sure all interested parties remain informed of its progress.

**Did the relationship between Aiken Corporation and the City of Aiken operate as defined above throughout this project? If not, document how it did operate.**

Aiken Corporation, and the City of Aiken, have maintained a strong and productive working relationship throughout this project. It is the largest one these two entities have yet undertaken. Issues that arose through the course of the construction were promptly resolved and appropriate information given to the contractor so that project construction could proceed on time. Other than change orders, which are usually part of any construction project, a review of the records in this matter does not reveal any failures in the relationship between Aiken Corporation and the City of Aiken.

**Provide a management evaluation of the interplay between Aiken Corporation and the City of Aiken.**

**1. Highlight Strengths and Weaknesses.**

The strengths of this project include the efforts undertaken by several community members who have fostered good will through business dealings on prior joint projects. They used these past experiences in their approach to this construction. By employing the design – build method, the project was able to continue on its course and meet Washington Group’s specified October 2001 “move-in” date. The goals set by the principals for the project phases were met. It appears the Playhouse is on track to meet its scheduled October, 2002 opening date.

The weaknesses come in, however, in determining total project costs. With a project divided into three phases, the total project cost could not be ascertained until the final phase is completed. However, the reader will note that the project change orders prepared by the architect show the original contract price, the cost of all change orders to date, the cost of the particular change order, and then the effect on the total project. [See Tab 2] It should be noted at this point that the entire project was costed out before the actual designs were made. The total projected building cost was \$5,723,396. It appears the actual building cost, exclusive of “sweat equity” items to be performed by Playhouse members, is \$5,891,190. This figure, however, did not include land acquisition, demolition, and professional services costs. Change order 11 indicates a total project cost of \$5,441,858.11.

Keeping a handle on total project costs is a unique challenge in a design – build scenario. In a perfect world, a construction project is undertaken with a complete set of plans in hand, a detailed cost of the project with breakdown of the various items leading up to the total costs, and a scheduled completion date. The unique dynamics of this project however, did not lend itself to this “perfect world” approach.

Another weakness in the effort has been keeping all interested parties informed of changes in the scope of the project. Those who monitor the project every day maintain a good understanding of the project's evolutions. However, someone not involved in the project daily may not necessarily have a complete understanding of earlier changes and their affect upon final construction costs.

**Identify any conflicts, overlaps, liabilities, risks, etc.**

Discussions with interested parties have failed to reveal any serious conflicts in the execution of this project. Certainly there were decisions that had to be made on a daily basis and changes that were made to the project. However, the entities involved in the various responsibilities of the project appear to have worked well together. As such, conflict really did not appear to be a consideration. Concerns surfaced, though, about how much information was being shared. Also, assigning responsibility for payments between the two entities was, at times, unclear.

Certainly there were inherent risks in the approach to the project. What if the Washington Group had not signed the lease to the property? What if the Playhouse had changed its mind and decided not to go through with its relocation to downtown? What if materials were not delivered on time? All of these issues, and of course others, could have affected the success of this project. However, all parties knew the risks entering into this project, yet accepted them. In fact, some contractors ordered supplies, and made other commitments based on trusting Aiken Corporation and the City. To date, there do not appear to have been any significant costs, impacts, or delays beyond what would normally be expected given the changes made in the scope of this project.

**Provide recommendations to better manage this relationship and future civic development.**

Certainly, other economic development projects will be presented to City Council in the future. Council must decide what it considers most important: meeting the deadline of a prospective buyer or tenant, or identifying a project scope in detail before the first shovel touches dirt. Historically, the City has used volunteers to execute many different types of projects. Once Council approved funds for these projects, day-to-day decisions have been given to staff or the entities who have been granted funds. Certainly, volunteers who serve on its boards and commissions conduct much City business. My investigation has revealed that full-time project managers are usually not employed on projects involving less than \$10 million. However, the City is certainly in a position of trust when it uses public funds to construct projects that potentially benefit private concerns. Therefore, Council may wish to set out its specific expectations and reporting requirements for projects at the time it approves funding. Then Council will have set the benchmark for judging a particular project's success.

This audit provides Council an opportunity to put in place project execution models that will keep a focus on indicated total project costs. These models could better assist Council in determining the effect of changes in a project's scope. Certainly any project, particularly projects of this size, will benefit from one individual who oversees all aspects of it from the initial design to receiving the keys. Identifying one person provides a resource person to those with questions, so they may be properly answered.

Aiken now owns a new asset that generates tax revenue and potentially will attract many different people to its downtown. Its cost is projected to be recovered over time.

Our collective experiences from this endeavor provide Council with an opportunity to determine how we need to approach other projects when they are proposed.

**Washington Center for the Performing Arts Changes**

<b>Change Order Number</b>	<b>Description</b>	<b>Cost of Change</b>	<b>Change Order Total</b>	<b>Proposed By</b>	<b>Approved By</b>	<b>Comments</b>
1	Foundation & storm sewer modifications	\$31,872	\$31,872	City Engineer	Brodie, Reynolds, Law	Refer to documents at Tab 2. Reverse flow of stormwater piping from Newberry St. to Chesterfield St
2	Install angle at courtyard	\$416.55		Playhouse	Brodie, Reynolds, Law	
2	Precast sills in courtyard	\$696.04		Playhouse	Brodie, Law, P. Porter, Reynolds	Required to provide stone plaques for contribution recognition
Total for Change Order Number 2:			\$1,111.59			
3	Phase II upfit of two story office and lobby space		\$2,100,000			Cost includes windows, partitions, doors, ceilings, finishes, HVAC, electrical.
4	Doors		\$19,583		Brodie, Reynolds, Law	
5	Overhead door		\$2,746		Brodie, Reynolds, Law	
6	Service conduit	\$329.66				
6	Lobby tile	\$1,142			Law, Brodie, Reynolds	Selected tiles exceeded allowance. Tiles used were proposed by architect and approved.

**Washington Center for the Performing Arts Changes**

<b>Change Order Number</b>	<b>Description</b>	<b>Cost of Change</b>	<b>Change Order Total</b>	<b>Proposed By</b>	<b>Approved By</b>	<b>Comments</b>
6	Dimmers Upgrade	\$6,756.25		Playhouse	Brodie, Reynolds, Law	
Total for Change Order Number 6:			\$8,227.91			
7	Catch basin for workshop	\$2,168	\$2,168	Playhouse	Brodie, Reynolds, Law	
No Number	Courtyard – rocks	\$1,415		Playhouse (Porter)	Law, Muller, Porter, Brodie	It was always intended that the courtyard be landscaped, but was not estimated. Rock garden suggested by Porter.
8	Emergency lights	\$3,166			Law, Brodie, Reynolds	
8	Electrical Plan Changes	\$7,572.00		Washington	Law, Brodie Reynolds	Additional outlets
8	Molding in corridor	\$5,516		Washington	Law, Brodie, Reynolds	Added to first floor office space.
8	Vanities	\$3,464		Washington	Law, Brodie, Reynolds	

**Washington Center for the Performing Arts Changes**

<b>Change Order Number</b>	<b>Description</b>	<b>Cost of Change</b>	<b>Change Order Total</b>	<b>Proposed By</b>	<b>Approved By</b>	<b>Comments</b>
8	Planters	\$5,237			Law, Brodie, Reynolds	Planters were always shown on rendering, but were erroneously omitted from bid documents.
8	Elevator ladder & hatch	\$1,349		Elevator Inspector	Law, Brodie, Reynolds	Add two ladders and a roof hatch.
8	Sidewalks	\$3,157			Law, Brodie, Reynolds	Sidewalks were always indicated but not bid.
8	Reception Desk – Washington	\$6,325		Washington	Brodie, Law, Reynolds	Changes in reception desk design to install a solid top.
8	Brick paver allowance	\$917		City	Brodie, Reynolds, Law	Pavers used exceeded allowance
Total of Change Order Number 8:			\$36,703			
No Number	Courtyard – Plantation Nusery	\$7,000		Washington/ Playhouse	Muller, Brodie, Reynolds, Law, Porter	Courtyard design modifications.

**Washington Center for the Performing Arts Changes**

<b>Change Order Number</b>	<b>Description</b>	<b>Cost of Change</b>	<b>Change Order Total</b>	<b>Proposed By</b>	<b>Approved By</b>	<b>Comments</b>
No Number	Courtyard – Plantation Nursery	\$1,800			Muller, Brodie, Reynolds, Law, Porter	
No Number	Courtyard – Plantation Nursery	\$4,000			Muller, Brodie, Reynolds, Law, Porter	
No Number	Courtyard – rain chain	\$171	\$14,649		Muller, Brodie, Reynolds, Law, Porter	
<b>Total Unnumbered Changes – Courtyard:</b>			<b>\$14,649</b>			
9	5' Conduit to power pole	\$962.94			Law, Reynolds, Brodie	
9	Lugs for above	\$295.71			Law, Reynolds, Brodie	
9	Emergency mgt phone conduit	\$2,924.00			Law, Reynolds, Brodie	

**Washington Center for the Performing Arts Changes**

<b>Change Order Number</b>	<b>Description</b>	<b>Cost of Change</b>	<b>Change Order Total</b>	<b>Proposed By</b>	<b>Approved By</b>	<b>Comments</b>
9	Outside lighting	\$17,101			Law, Reynolds, Brodie	
9	Outlets for computer room	\$1,115		Washington	Law, Reynolds, Brodie	Four convenience outlets and four 220 volt amp circuits – computer room
9	Courtyard fans	\$2,322		Washington/ Playhouse	Law, Reynolds, Brodie	
9	Courtyard gutter	\$1,380		Washington/ Playhouse	Law, Reynolds, Brodie	
9	Shunt trip & grates	\$2,446		Elevator inspector		
Total of Change Order Number 9:		\$28,546				
10	Logo & signage, Mike	\$34,497		Washington/ Payhouse	Law, Reynolds, Brodie	Building signage and misc. as attached
11	Playhouse upfit (Phase III)	\$1,472,903		Playhouse	Law, Reynolds, Brodie, City Council	

# Change Order

AIA Document G701 -  
Electronic Format

OWNER	[ ]
ARCHITECT	[ ]
CONTRACTOR	[ ]
FIELD	[ ]
OTHER	[ ]

THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES; CONSULTATION WITH AN ATTORNEY IS ENCOURAGED WITH RESPECT TO ITS COMPLETION OR MODIFICATION. AUTHENTICATION OF THIS ELECTRONICALLY DRAFTED AIA DOCUMENT MAY BE MADE BY USING AIA DOCUMENT D401.

**PROJECT:**

(name, address)

**AIKEN CENTER FOR THE PERFORMING ARTS**  
**126 NEWBERRY ST.**  
**AIKEN, S. C. 29801**

CHANGE ORDER NUMBER: **01**

DATE: **OCTOBER 27, 2000**

ARCHITECT'S PROJECT NO:

**TO CONTRACTOR:**

(name, address)

**H. G. REYNOLDS CO. INC.**  
**P. O. BOX 2728 - AIKEN, SC 29802**

CONTRACT DATE: **JULY 10, 2000**

CONTRACT FOR: **Aiken Center for Performing Arts**

The Contract is changed as follows:

**SEE ATTACHED RFP #2**

**Not valid until signed by the Owner, Architect and Contractor.**

The original (Contract Sum) ( <del>Guaranteed maximum Price</del> ) was	\$	<b><u>1,703,500.00</u></b>
Net change by previously authorized Change Orders	\$	<b><u>-0-</u></b>
The (Contract Sum) ( <del>Guaranteed Maximum Price</del> ) prior to this Change Order was	\$	<b><u>1,703,500.00</u></b>
The (Contract Sum) ( <del>Guaranteed Maximum Price</del> ) will be (increased) (decreased) (unchanged) by this Change Order in the amount of	\$	<b><u>31,872.00</u></b>
The new (Contract Sum) ( <del>Guaranteed Maximum Price</del> ) including this Change Order will be	\$	<b><u>1,735,372.00</u></b>

The Contract Time will be (increased) (decreased) (~~unchanged~~) **FOURTEEN** by ( 14 ) days.

The Date of Substantial Completion as of the date of this Change Order therefore is **APRIL 17, 2001**

NOTE: This summary does not reflect changes in the Contract Sum, Contract Time or Guaranteed maximum Price which have been authorized by Construction Change Directive.

**ARCHITECT**

**Hughes/Beattie/Johnson/Law**

Address

**1075 Brookhaven Drive, South**  
**Aiken, S. C. 29803**

BY: 

DATE: 11/3/00

**CONTRACTOR**

**H. G. Reynolds Co. Inc.**

Address

**P. O. Box 2728**  
**Aiken, S. C. 29802**

BY: 

DATE: 10/27/00 - David Sharpe

**OWNER**

**Aiken Corporation**

Address

**214 Park Avenue**  
**Aiken, S. C. 29801**

BY: \_\_\_\_\_

DATE: \_\_\_\_\_

# HBOL



HUGHES / BEATTIE / O'NEAL / LAW & ASSOCIATES

ARCHITECTS / PLANNERS

1075 Brookhaven Drive      Aiken, South Carolina  
Phone 803.648.9612  
Fax 803.641.1621

William Hughes AIA, NCARB  
Robert Beattie AIA, NCARB  
David O'Neal AIA, NCARB  
McDonald Law RA, NCARB

November 3, 2000

Leasa Segura  
LED of Aiken, Inc.  
214 Park Avenue  
Aiken, SC 29801

Re: Aiken Center for the Performing Arts  
Change Order No. 1

Dear Leasa:

Enclosed are three copies of Change Order No. 1 in the amount of \$31,872.00. This cost change provides for modifications to the foundation and storm sewer systems to redirect water to Chesterfield Street. A breakdown of costs is attached.

We have reviewed these costs and recommend approval of this change order. If you are in agreement, please sign all three copies and return two to our office for distribution.

Thank you for your attention to this.

Very truly yours,

A handwritten signature in black ink, appearing to be 'McDonald Law', written in a cursive style.

McDonald Law, Architect

Enclosure



**H. G. REYNOLDS COMPANY, INC.**

BUILDING CONTRACTORS SINCE 1948

P.O. Box 2728  
AIKEN, SOUTH CAROLINA 29802  
(803) 641-1401  
FAX # (803) 641-1037

October 12, 2000

Hughes, Beattie, Johnson, Law & Associates  
1075 Brookhaven Drive, South  
Aiken, South Carolina 29803

Attention: George Downs

**RE: Aiken Center for the Performing Arts  
RFP #2: Make Changes to Piping & Foundations in accordance with the  
Revised Plumbing Drawing**

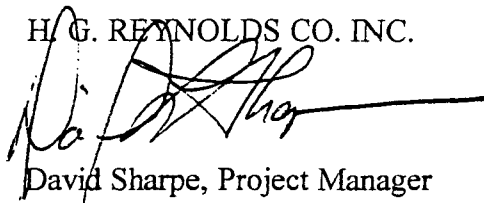
Dear George:

Attached, please find the costs for changes made to the project per your request. The changes reflect a cost to the owner in the amount of **\$36,108.00**. We are also requesting a (14) day time extension for these changes.

Please advise if you have any questions.

Yours truly,

H. G. REYNOLDS CO. INC.



David Sharpe, Project Manager

DS:dh

# CHANGE ORDER

AIA DOCUMENT G701

OWNER   
 ARCHITECT   
 CONTRACTOR   
 FIELD   
 OTHER

PROJECT: Aiken Center for the Performing Arts, CHANGE ORDER NUMBER: 02  
 (name, address) 126 Newberry St. Phase II  
 Aiken, SC 29801 DATE: February 16, 2001

TO CONTRACTOR: ARCHITECT'S PROJECT NO: 9901B  
 (name, address) H.G. Reynolds Co., Inc.  
 P. O. Box 2728 CONTRACT DATE: July 10, 2000  
 Aiken, SC 29802 CONTRACT FOR: Aiken Center for the  
 Performing Arts

The Contract is changed as follows:

See Attached RFP #4 and RFP #5.

**Not valid until signed by the Owner, Architect and Contractor.**

The original (Contract Sum) (~~Guaranteed Maximum Price~~) was ..... \$ 1,703,500.00  
 Net change by previously authorized Change Orders ..... \$ 31,872.00  
 The (Contract Sum) (~~Guaranteed Maximum Price~~) prior to this Change Order was ..... \$ 1,735,372.00  
 The (Contract Sum) (~~Guaranteed Maximum Price~~) will be (increased) (~~decreased~~)  
 (~~unchanged~~) by this Change Order in the amount of ..... \$ 1,111.55  
 The new (Contract Sum) (~~Guaranteed Maximum Price~~) including this Change Order will be ... \$ 1,736,483.55

The Contract Time will be (~~increased~~) (~~decreased~~) (unchanged) by ( ) days.  
 The date of Substantial Completion as of the date of this Change Order therefore is April 17, 2001.

NOTE: This summary does not reflect changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive.

Hughes, Beattie, O'Neal, Law & Associates, P.C.

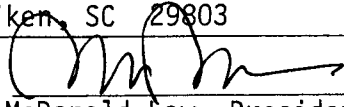
H.G. Reynolds Co., Inc.

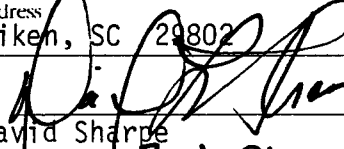
Aiken Corporation  
LED of Aiken, Inc.

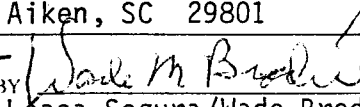
ARCHITECT  
1075 Brookhaven Drive  
Address  
Aiken, SC 29803

CONTRACTOR  
P. O. Box 2728  
Address  
Aiken, SC 29802

OWNER  
214 Park Avenue  
Address  
Aiken, SC 29801

BY   
McDonald Law, President  
DATE 2/21/01

BY   
David Sharpe  
DATE 3-1-01

BY   
Leasa Segura/Wade Brodie  
DATE



**CAUTION:** You should sign an original AIA document which has this caution printed in red. An original assures that changes will not be obscured as may occur when documents are reproduced.

**CHANGES REQUESTED**

**RFP # 5**

**FURNISH 3 PRECAST WINDOW SILLS PER YOUR DRAWING FOR THE SOUTH ELEVATION OF THE COURTYARD WALL**

**DATE: 2/5/01**

**AIKEN CENTER FOR THE PERFORMING ARTS**

**AIKEN, SC**

**BUILDING ESTIMATE**

CODE	DESCRIPTION	QUANTITY	UNIT	MATERIAL UNIT	TOTAL MATERIAL	LABOR UNIT	TOTAL LABOR	SUB UNIT	TOTAL SUB	TOTAL
3400	PRECAST SILLS	3	EA	155	465	30	90	0	0	555
	SUB TOTALS				\$465.00		90		0	555
	SALES TAX @ 5 % & PT&I @ 30%				\$23.25		27		0	50.25
					\$488.25		117		0	\$605.25

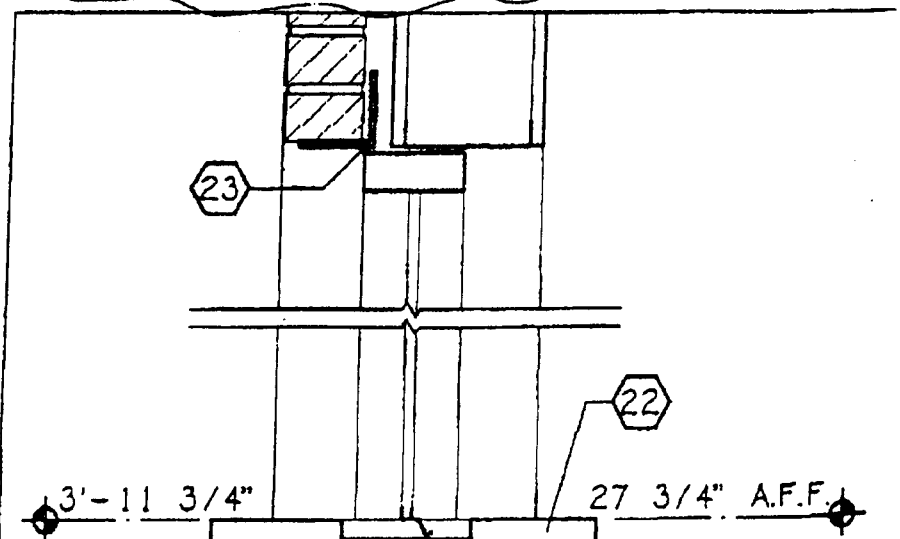
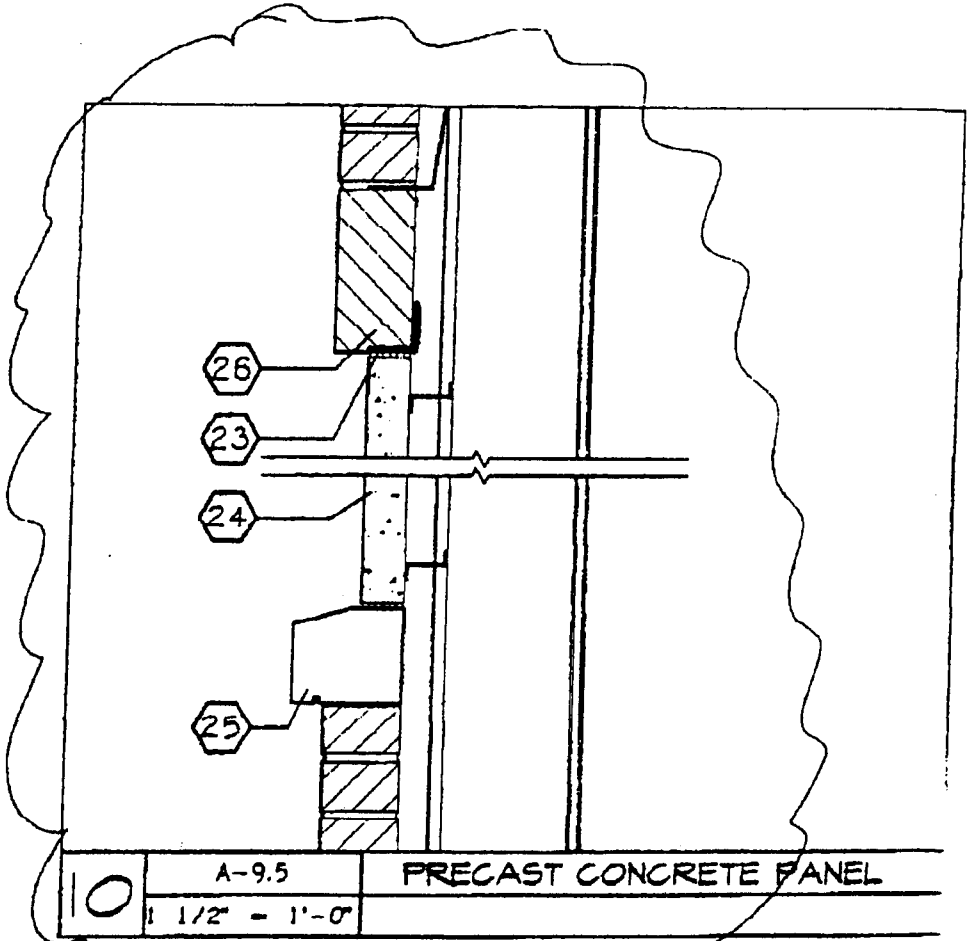
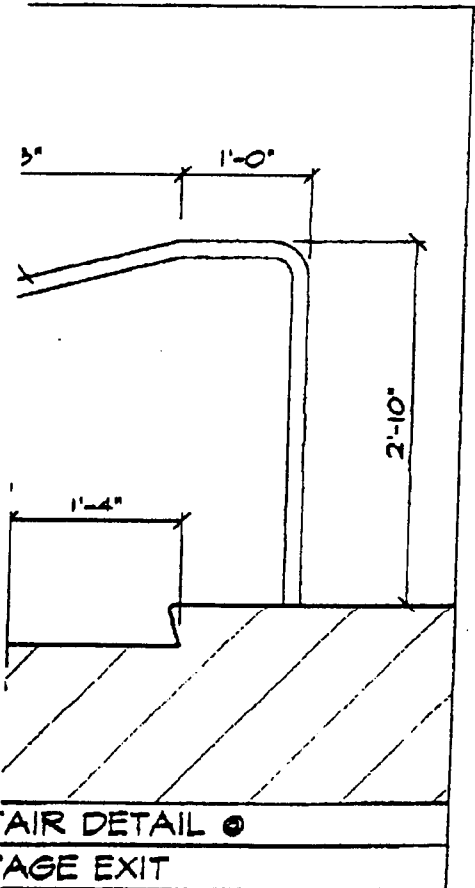
SUB TOTALS

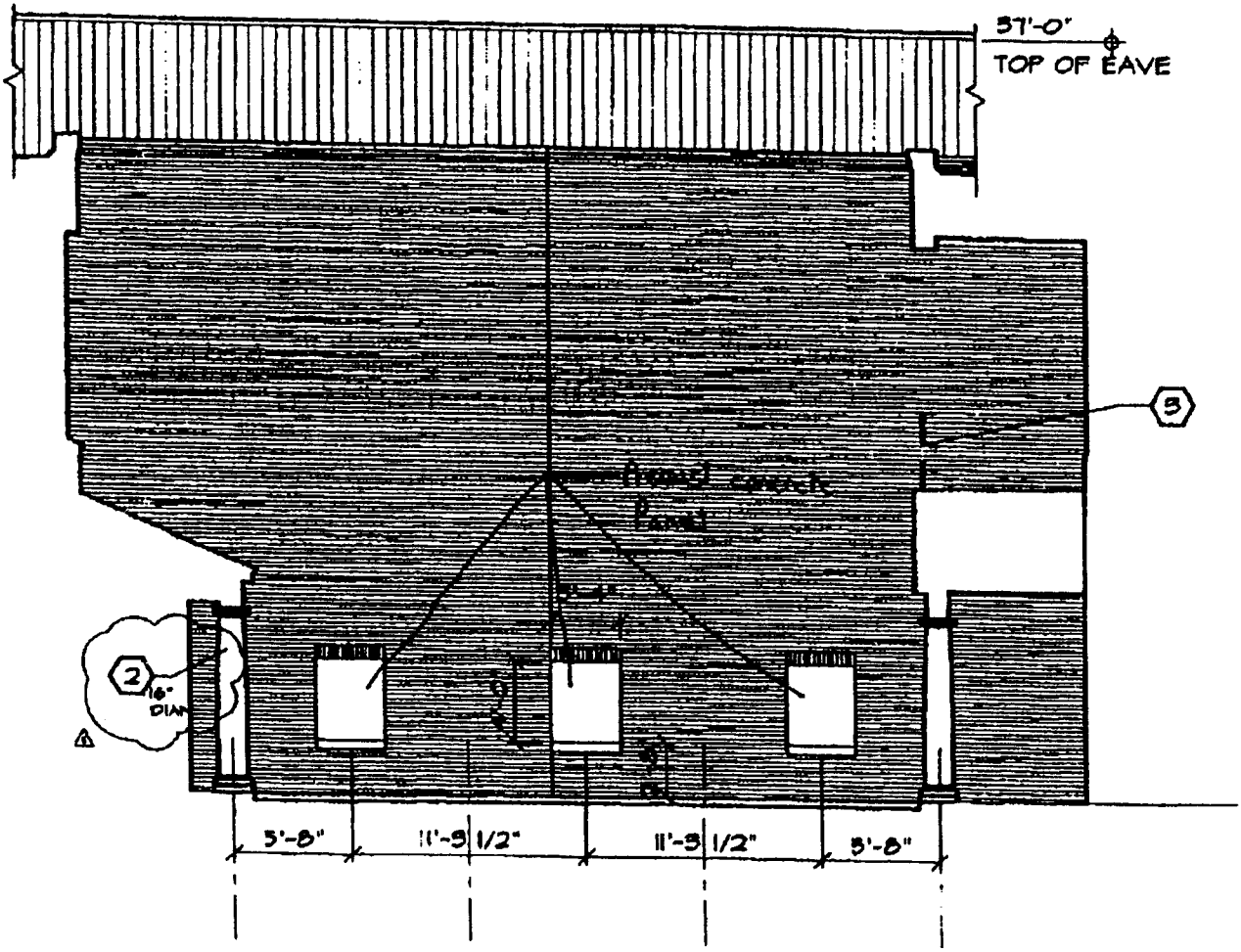
SUB TOTAL \$605.25  
 15% OH & P \$90.79  
 TOTAL \$696.04

**TOTAL COST FOR THIS WORK IS \$696.04**

BY JAMES NIXON

cc: Jim Nixon





4	A-75	SOUTH ELEVATION
	1/8" = 1'-0"	COURTYARD

**CHANGES REQUESTED**

**RFP # 4**

**FURNISH ANGLE 7 x 4 x 3/8 PER HBOL SKETCH OF COURTYARD CANOPY/ REAR VESTIBULE**

**DATE: 2/5/01**

**AIKEN CENTER FOR THE PERFORMING ARTS**

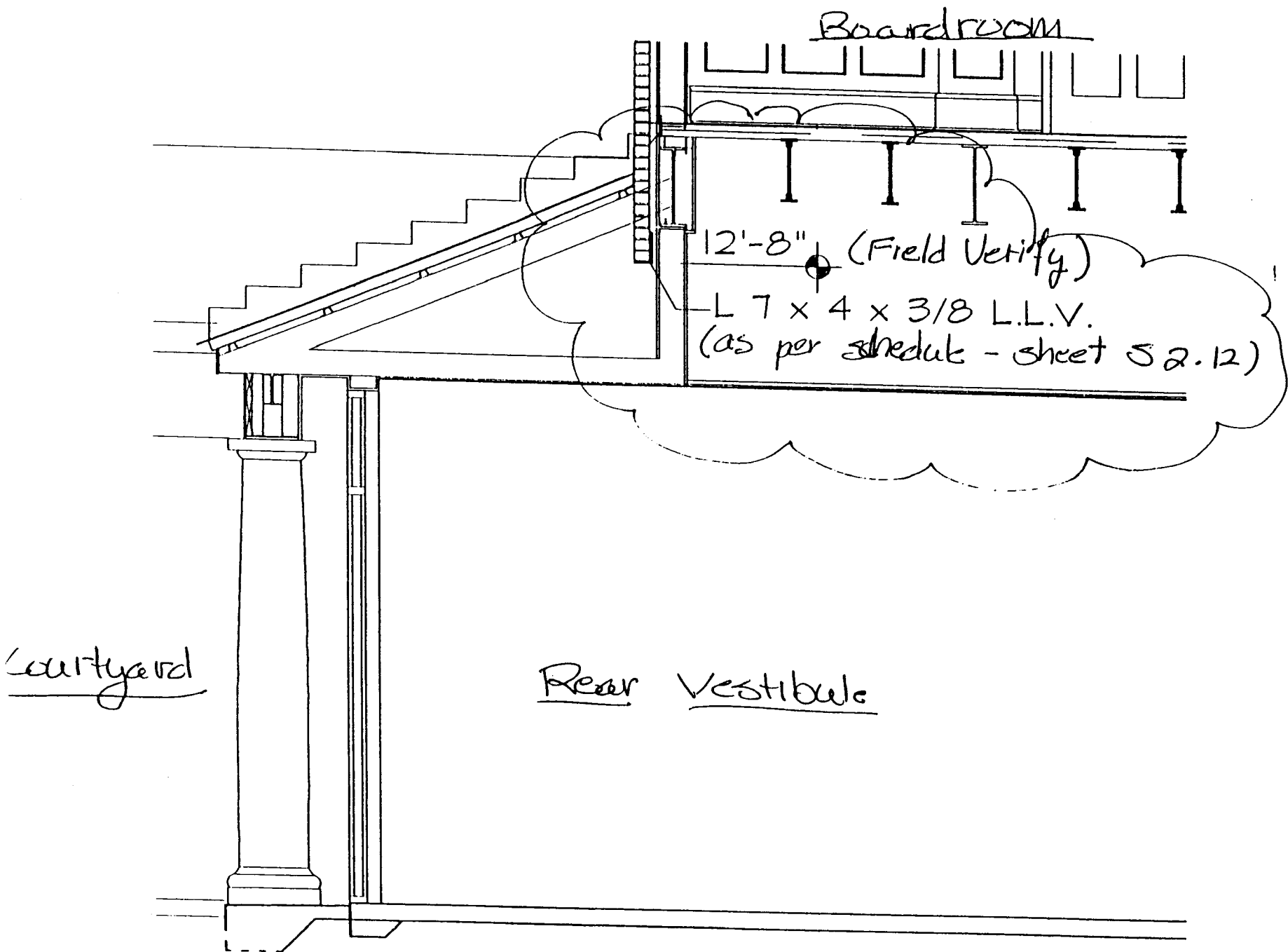
**AIKEN, SC**

**BUILDING ESTIMATE**

CODE	DESCRIPTION	QUANTITY	UNIT	MATERIAL UNIT	TOTAL MATERIAL	LABOR UNIT	TOTAL LABOR	SUB UNIT	TOTAL SUB	TOTAL
5500	ANGLE 7x4x3/8 x13'-4"	1	EA	307	307	30	30	0	0	337
SUB TOTALS					\$307.00		30		0	337
SALES TAX @ 5 % & PT& I @ 30%					\$15.35		9		0	24.35
SUB TOTALS					\$322.35		39		0	\$361.35

**SUB TOTAL** \$361.35  
**15% OH & P** \$54.20  
**TOTAL** \$415.55

**TOTAL COST FOR THIS WORK IS \$415.55**



Section thru Courtyard Canopy/Rear Vestibule

# CHANGE ORDER

AIA DOCUMENT G701

OWNER   
 ARCHITECT   
 CONTRACTOR   
 FIELD   
 OTHER

PROJECT: Aiken Center for the Performing Arts, CHANGE ORDER NUMBER: Three  
 (name, address) 126 Newberry St. Phase II  
 Aiken, SC 29801 DATE: March 1, 2001

TO CONTRACTOR: ARCHITECT'S PROJECT NO: 9901B  
 (name, address) H.G. Reynolds Company, Inc.  
 P. O. Box 2728 CONTRACT DATE: July 10, 2000  
 Aiken, SC 29802 CONTRACT FOR:

Aiken Center for the Performing Arts

The Contract is changed as follows:

Phase II upfitting of approximately 21,000 S.F. of two-story Office and Lobby space, including windows, interior partitions, doors, ceilings, finishes, HVAC and electrical systems.

**Not valid until signed by the Owner, Architect and Contractor.**

The original (Contract Sum) (~~Guaranteed Maximum Price~~) was ..... \$ 1,703,500.00  
 Net change by previously authorized Change Orders ..... \$ 32,983.55  
 The (Contract Sum) (~~Guaranteed Maximum Price~~) prior to this Change Order was ..... \$ 1,736,483.55  
 The (Contract Sum) (~~Guaranteed Maximum Price~~) will be (increased) (~~decreased~~)  
 (unchanged) by this Change Order in the amount of ..... \$ 2,100,000.00  
 The new (Contract Sum) (~~Guaranteed Maximum Price~~) including this Change Order will be .. \$ 3,836,483.55

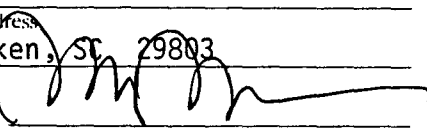
The Contract Time will be (increased) (~~decreased~~) (unchanged) by one hundred fifty-one ( 151 ) days.  
 The date of Substantial Completion as of the date of this Change Order therefore is September 1, 2001.

NOTE: This summary does not reflect changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive.

Hughes, Beattie, O'Neal, Law  
 & Associates, P.C.

ARCHITECT  
 1075 Brookhaven Drive

Address  
 Aiken, SC 29803

BY   
 McDonald Law, President

DATE 3/1/01

H.G. Reynolds Company, Inc.

CONTRACTOR  
 113 Contract Drive

Address  
 Aiken SC 29801

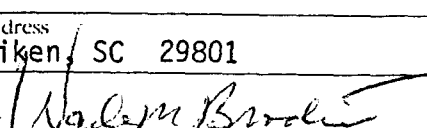
BY   
 David Sharpe

DATE 3/1/01

Aiken Corporation  
 LED of Aiken, Inc.

OWNER  
 214 Park Avenue

Address  
 Aiken, SC 29801

BY   
 Leasa Segura/ Wade Brodie

DATE



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# CHANGE ORDER

AIA DOCUMENT G701

OWNER   
 ARCHITECT   
 CONTRACTOR   
 FIELD   
 OTHER

PROJECT: Aiken Center for the Performing Arts,  
 (name, address) 126 Newberry Street Phase II  
 Aiken, SC 29801

CHANGE ORDER NUMBER: Four

DATE:

TO CONTRACTOR:  
 (name, address)

H.G. Reynolds Company, Inc.  
 113 Contract Drive  
 Aiken, SC 29801

ARCHITECT'S PROJECT NO: 9901B

CONTRACT DATE: July 10, 2000

CONTRACT FOR:

Aiken Center for the Performing Arts

The Contract is changed as follows:

See Attached RFP #1 and RFP #3.

**Not valid until signed by the Owner, Architect and Contractor.**

The original (Contract Sum) (~~Contracted Maximum Price~~) was ..... \$ 1,703,500.00  
 Net change by previously authorized Change Orders ..... \$ 2,132,983.55  
 The (Contract Sum) (~~Contracted Maximum Price~~) prior to this Change Order was ..... \$ 3,836,483.55  
 The (Contract Sum) (~~Contracted Maximum Price~~) will be (increased) (~~decreased~~)  
 (unchanged) by this Change Order in the amount of ..... \$ 19,583.00  
 The new (Contract Sum) (~~Contracted Maximum Price~~) including this Change Order will be ..... \$ 3,856,066.55

The Contract Time will be (increased) (~~decreased~~) (unchanged) by ( ) days.  
 The date of Substantial Completion as of the date of this Change Order therefore is September 1, 2001.

NOTE: This summary does not reflect changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive.

Hughes, Beattie, O'Neal, Law  
 & Associates, P.C.

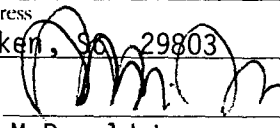
ARCHITECT  
 1075 Brookhaven Drive  
 Address  
 Aiken, SC 29803

H.G. Reynolds Company, Inc.

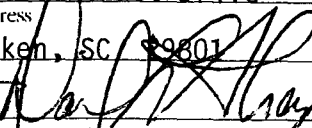
CONTRACTOR  
 113 Contract Drive  
 Address  
 Aiken, SC 29801

Aiken Corporation  
 LED of Aiken, Inc.

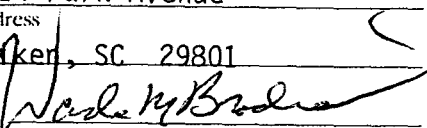
OWNER  
 214 Park Avenue  
 Address  
 Aiken, SC 29801

BY   
 McDonald Law

DATE 3/15/01

BY   
 David Sharpe

DATE 3/15/01

BY   
 Wade Brodie

DATE 3/15/01



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# INSTRUCTION SHEET

## FOR AIA DOCUMENT G701, CHANGE ORDER

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### A. GENERAL INFORMATION

#### 1. Purpose

This document is intended for use in implementing changes in the Work agreed to by the Owner, Architect and Contractor. Execution of a completed G701 form indicates agreement upon all the terms of the change, including any changes in the Contract Sum (or Guaranteed Maximum Price) and Contract Time.

#### 2. Related Documents

This document was prepared for use under the terms of AIA general conditions first published in 1987, including AIA Document A201, General Conditions of the Contract for Construction, and the general conditions contained in AIA Documents A107 and A117.

#### 3. Use of Current Documents

Prior to using any AIA document, the user should consult the AIA, an AIA component chapter or a current AIA Documents Price List to determine the current edition of each document.

#### 4. Limited License for Reproduction

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A limited license is hereby granted to retail purchasers to reproduce a maximum of ten copies of a completed or executed G701, but only for use in connection with a particular Project.

### B. CHANGES FROM THE PREVIOUS EDITION

Unlike the previous edition, the 1987 edition of AIA Document G701 requires the signatures of the Owner, Architect *and* Contractor for validity. Changes to be made over the Contractor's objection (with disputed terms to be settled afterwards) should be effected through the use of AIA Document G714, Construction Change Directive.

### C. COMPLETING THE G701 FORM

#### 1. Description of Change in the Contract

Insert a detailed description of the change to be made in the Contract by this Change Order, including any Drawings, Specifications, documents or other supporting data to clarify the scope of the change.

#### 2. Determination of Costs

Insert the following information in the blanks provided, and strike out the terms in parentheses that do not apply:

- a) the original Contract Sum or Guaranteed Maximum Price;
- b) the net change by previously authorized Change Orders (note that this does not include changes authorized by Construction Change Directive unless such a change was subsequently agreed to by the Contractor and recorded as a Change Order);
- c) the Contract Sum or Guaranteed Maximum Price prior to this Change Order;
- d) the amount of increase or decrease, if any, in the Contract Sum or Guaranteed Maximum Price; and
- e) the new Contract Sum or Guaranteed Maximum Price as adjusted by this Change Order.

#### 3. Change in Contract Time

Insert the following information in the blanks provided, and strike out the terms in parentheses that do not apply:

- a) the amount in days of the increase or decrease, if any, in the Contract Time; and
- b) the date of Substantial Completion, including any adjustment effected by this Change Order.

### D. EXECUTION OF THE DOCUMENT

When the Owner, Architect and Contractor have reached agreement on the change to be made in the Contract, including any adjustments in the Contract Sum (or Guaranteed Maximum Price) and Contract Time, the G701 document should be executed in triplicate by the two parties and the Architect, each of whom retains an original.

# CHANGE ORDER

AIA DOCUMENT G701

OWNER   
 ARCHITECT   
 CONTRACTOR   
 FIELD   
 OTHER

PROJECT: Aiken Center for the Performing Arts  
 (name, address) 126 Newberry Street

CHANGE ORDER NUMBER: Five

DATE:

Aiken, SC 29801

ARCHITECT'S PROJECT NO: 9901B

TO CONTRACTOR:  
 (name, address)

CONTRACT DATE: July 10, 2000

H.G. Reynolds Company, Inc.  
 113 Contract Drive  
 Aiken, SC 29801

CONTRACT FOR:

Aiken Center for the Performing Arts

The Contract is changed as follows:

Furnish and install overhead door  
 (See attached RFP #8)

**Not valid until signed by the Owner, Architect and Contractor.**

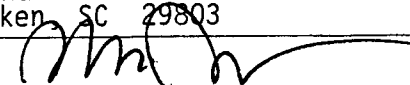
The original (Contract Sum) (~~Guaranteed Maximum Price~~) was ..... \$ 1,703,500.00  
 Net change by previously authorized Change Orders ..... \$ 2,152,566.55  
 The (Contract Sum) (~~Guaranteed Maximum Price~~) prior to this Change Order was ..... \$ 3,856,066.55  
 The (Contract Sum) (~~Guaranteed Maximum Price~~) will be (increased) (~~decreased~~)  
 (~~unchanged~~) by this Change Order in the amount of ..... \$ 2,746.00  
 The new (Contract Sum) (~~Guaranteed Maximum Price~~) including this Change Order will be .. \$ 3,858,812.55

The Contract Time will be (increased) (~~decreased~~) (unchanged) by ( ) days.  
 The date of Substantial Completion as of the date of this Change Order therefore is September 1, 2001.

NOTE: This summary does not reflect changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive.

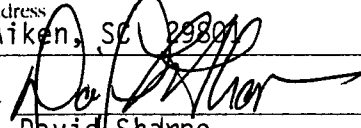
Hughes, Beattie, O'Neal, Law  
 & Associates, P.C.

ARCHITECT  
 1075 Brookhaven Drive  
 Address  
 Aiken, SC 29803

BY   
 McDonald Law  
 DATE 5/23/01

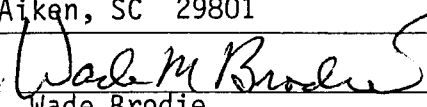
H.G. Reynolds Company, Inc.

CONTRACTOR  
 113 Contract Drive  
 Address  
 Aiken, SC 29801

BY   
 David Sharpe  
 DATE 5/23/01

Aiken Corporation  
 LED of Aiken, Inc.

OWNER  
 214 Park Avenue  
 Address  
 Aiken, SC 29801

BY   
 Wade Brodie  
 DATE



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## H. G. REYNOLDS COMPANY, INC.

BUILDING CONTRACTORS SINCE 1948

P.O. Box 2728  
AIKEN, SOUTH CAROLINA 29802  
(803) 641-1401  
FAX # (803) 641-1037

November 15, 2000

LED of Aiken Inc.  
214 Park Avenue  
Aiken, South Carolina 29801

Attention: Lisa Segura

RE: Aiken Center for the Performing  
Arts

**TRANSMITTING HEREWITH:**

**3 Copies of Change Order No. 5 for signature**

**PLEASE RETURN ONE FULLY EXECUTED COPY FOR OUR FILES**

By: Deedee Holmes, Ext. 10  
(for David Sharpe, Ext. 13)

# CHANGE ORDER

AIA DOCUMENT G701

OWNER   
 ARCHITECT   
 CONTRACTOR   
 FIELD   
 OTHER

PROJECT: Aiken Center for the Performing Arts  
 (name, address) 126 Newberry Street  
 Aiken, SC 29801

CHANGE ORDER NUMBER: Six

DATE: June 26, 2001

TO CONTRACTOR:  
 (name, address)

H.G. Reynolds Company, Inc.  
 113 Contract Drive  
 Aiken, SC 29801

ARCHITECT'S PROJECT NO: 9901

CONTRACT DATE: July 10, 2000

CONTRACT FOR:

Aiken Center for the Performing Arts

The Contract is changed as follows:

Lobby Tile Upgrade (See RFP #11)	\$1,142.00
Move Service Conduit to accommodate Transformer Pad (See RFP #10, Item #1)	329.66
Upgrade in Dimming System (See RFP #10, Item #3)	<u>6,756.25</u>
	<u>\$8,227.91</u>

**Not valid until signed by the Owner, Architect and Contractor.**

The original (Contract Sum) (~~Guaranteed Maximum Price~~) was ..... \$ 1,703,500.00  
 Net change by previously authorized Change Orders ..... \$ 2,155,312.55  
 The (Contract Sum) (~~Guaranteed Maximum Price~~) prior to this Change Order was ..... \$ 3,858,812.55  
 The (Contract Sum) (~~Guaranteed Maximum Price~~) will be (increased) (~~decrease~~)  
 (unchanged) by this Change Order in the amount of ..... \$ 8,227.91  
 The new (Contract Sum) (~~Guaranteed Maximum Price~~) including this Change Order will be ... \$ 3,867,040.46

The Contract Time will be (increased) (~~decrease~~) (~~unchanged~~) by thirty ( 30 ) days.  
 The date of Substantial Completion as of the date of this Change Order therefore is October 1, 2001.

NOTE: This summary does not reflect changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive.

Hughes, Beattie, O'Neal, Law  
& Associates

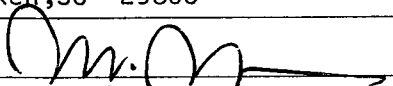
ARCHITECT  
 1075 Brookhaven Drive  
 Address  
 Aiken, SC 29803

H.G. Reynolds Company, Inc.  
 CONTRACTOR

113 Contract Drive  
 Address  
 Aiken, SC 29801

Aiken Corporation  
 LED of Aiken

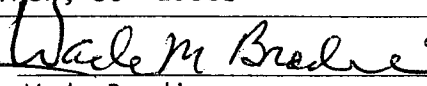
OWNER  
 214 Park Avenue  
 Address  
 Aiken, SC 29801

BY   
 McDonald Law

DATE 6/26/01

BY   
 David Sharpe

DATE \_\_\_\_\_

BY   
 Wade Brodie

DATE \_\_\_\_\_



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**Duncan Electrical Contracting, Inc.**

1450 Greene Street, Suite 540  
 Augusta, GA 30901

Subject: Aiken Center for the Performing Arts

Listed below are a list of changes that were requested.

Item # 1: Had to move the service conduit to accomodate the transformer pad for SCE&G.

Labor:	2 men @ 29.37 per hour for 4 hours	117.48
Material:		146.25
		-----
		263.73
	OH&P	65.93
		-----
	Amount Requested	<b>329.66</b>

Item # 2: Installed 5" conduit to SCE&G power pole.

Labor:	2 men @ 29.37 per hour for 6 hours	176.22
Material:		419.13
Trencher:		175
		-----
		770.35
	OH&P	192.59
		-----
	Amount Requested	<b>962.94</b>

Item # 3: Change in dimming system.

Material:	New dimming system cost	11,605.00
	Dimming system we were furnishing	6,200.00
		-----
		5,405.00
	OH&P	1,351.25
		-----
	Amount Requested	<b>6756.25</b>

Item # 4: Furnishing lugs for SCE&G.

Material:		236.57
	OH&P	59.14
		-----
	Amount Requested	<b>295.71</b>

Total amount of changes is eight thousand three hundred forty four dollars & fifty six  
**Total \$8,344.56**

If you have any questions or if I may be of any further assistance please do not hesitate to call.

Sincerely,

James R. Duncan

**CHANGES REQUESTED**

RFP # 10

ELECTRICAL CHANGES - INSTALLED 5" CONDUIT TO POWER POLE AS REQUIRED BY SCE&G,  
 CHANGE DIMMING SYSTEM, FURNISH LUGS FOR SCE&G, MOVE SERVICE CONDUIT FOR  
 TRANSFORMER PAD  
 AIKEN CENTER FOR THE PERFORMING ARTS  
 AIKEN, SC

DATE: 5/18/01

**BUILDING ESTIMATE**

CODE	DESCRIPTION	QUANTITY	UNIT	MATERIAL UNIT	TOTAL MATERIAL	LABOR UNIT	TOTAL LABOR	SUB UNIT	TOTAL SUB	TOTAL
16000	ELECTRICAL(SEE BREAKDOWN) ITEM #1	1	LS	0	0	0	0	329.66	329.66	330
16000	ITEM # 2	1	LS	0	0	0	0	962.94	962.94	963
16000	ITEM # 3	1	LS	0	0	0	0	6756.25	6756.25	6756
16000	ITEM # 4	1	LS	0	0	0	0	295.71	295.71	296
		0	EA	0	0	0	0	0	0	0
		0	LS	0	0	0	0	0	0	0
SUB TOTALS					\$0.00		0		8344.56	8344.56
SALES TAX @ 6 % 3 PT& I @ 30%					\$0.00		0		0	0
SUB TOTALS					\$0.00		0		8344.56	\$8,344.56

SUB TOTAL \$8,344.56  
 7.5% OH & P \$625.84  
 TOTAL \$8,970.40

TOTAL COST FOR THIS WORK IS \$8,970.40

**CHANGES REQUESTED**

**RFP # 11**

**INSTALL A MORE EXPENSIVE TILE IN THE LOBBY AREAS IN LIEU OF THAT SPECIFIED.**

**DATE: 6/20/01**

**AIKEN CENTER FOR THE PERFORMING ARTS  
AIKEN, SC**

**BUILDING ESTIMATE**

CODE	DESCRIPTION	QUANTITY	UNIT	MATERIAL UNIT	TOTAL MATERIAL	LABOR UNIT	TOTAL LABOR	SUB UNIT	TOTAL SUB	TOTAL
9300	DAVID ALLEN CO.	1	LS	0	0	0	0	993	993	993
					0		0	0	0	0
SUB TOTALS					\$0.00		0		993	993
SALES TAX @ 6 % & PT& I @ 30%					\$0.00		0		0	0
SUB TOTALS					\$0.00		0		993	<u>\$993.00</u>

SUB TOTAL	<u>\$993.00</u>
15% OH & P	<u>\$148.95</u>
TOTAL	<u>\$1,141.95</u>

**TOTAL COST FOR THIS WORK IS \$1,141.95**

# HBOL



HUGHES, BEATTIE, O'NEAL, LAW & ASSOCIATES, P.C., ARCHITECTS

1075 Brookhaven Drive  
Aiken, South Carolina 29803  
Phone 803.648.9612  
Fax 803.641.1621

William Hughes AIA, NCARB  
Robert Beattie AIA, NCARB  
David O'Neal, AIA, NCARB  
McDonald Law RA, NCARB

June 26, 2001

Dave Sharpe, Project Manager  
H.G. Reynolds Company, Inc.  
113 Contract Drive  
Aiken, SC 29801

Re: Aiken Center for the Performing Arts  
Change Order No. 6

Dear Dave,

Enclosed are three copies of Change Order No. 6. If you are in agreement, please sign and return all three to our office for the Owner's Signature.

Thank you for your attention to this.

Very truly yours,

A handwritten signature in black ink, appearing to be 'M. McDonald', followed by a long horizontal line extending to the right.

McDonald Law  
Architect



# CHANGE ORDER

AIA DOCUMENT G701

OWNER   
 ARCHITECT   
 CONTRACTOR   
 FIELD   
 OTHER

PROJECT: Aiken Center for the Performing Arts  
 (name, address) 126 Newberry Street  
 Aiken, SC 29801

TO CONTRACTOR:  
 (name, address)  
 H.G. Reynolds Company, Inc.  
 113 Contract Drive  
 Aiken, SC 29801

CHANGE ORDER NUMBER: Seven  
 DATE: July 23, 2001  
 ARCHITECT'S PROJECT NO: 9901  
 CONTRACT DATE: July 10, 2000  
 CONTRACT FOR:  
 Aiken Center for the Performing Arts

The Contract is changed as follows:

Install catch basin at the rear of the workshop  
 (See attached RFP #13)

**Not valid until signed by the Owner, Architect and Contractor.**

The original (Contract Sum) (~~Guaranteed Maximum Price~~) was ..... \$ 1,703,500.00  
 Net change by previously authorized Change Orders ..... \$ 2,163,540.46  
 The (Contract Sum) (~~Guaranteed Maximum Price~~) prior to this Change Order was ..... \$ 3,867,040.46  
 The (Contract Sum) (~~Guaranteed Maximum Price~~) will be (increased) (~~decreased~~)  
 (~~unchanged~~) by this Change Order in the amount of ..... \$ 2,168.00  
 The new (Contract Sum) (~~Guaranteed Maximum Price~~) including this Change Order will be .. \$ 3,869,208.46

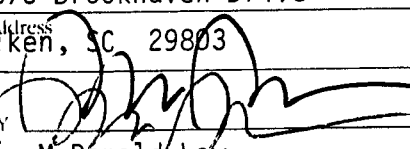
The Contract Time will be (~~increased~~) (~~decreased~~) (unchanged) by ( ) days.  
 The date of Substantial Completion as of the date of this Change Order therefore is October 1, 2001.

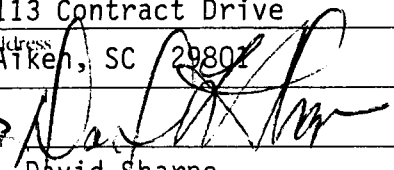
NOTE: This summary does not reflect changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive.

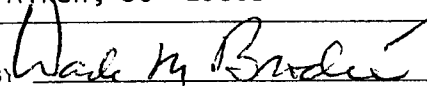
Hughes, Beattie, O'Neal,  
 Law & Associates, P.C.  
 ARCHITECT  
 1075 Brookhaven Drive  
 Address  
 Aiken, SC 29803

H.G. Reynolds Company, Inc.  
 CONTRACTOR  
 113 Contract Drive  
 Address  
 Aiken, SC 29801

Aiken Corporation  
 L.E.D. of Aiken  
 OWNER  
 214 Park Avenue  
 Address  
 Aiken, SC 29801

BY   
 McDonald Law  
 DATE 7/23/01

BY   
 David Sharpe  
 DATE 7-23-01

BY   
 Wade Brodie  
 DATE



**CAUTION:** You should sign an original AIA document which has this caution printed in red.  
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**CHANGE ORDER**

AIA DOCUMENT G701

OWNER   
ARCHITECT   
CONTRACTOR   
FIELD   
OTHER

PROJECT: Aiken Center for the Performing Arts CHANGE ORDER NUMBER: Eight  
(name, address) 126 Newberry Street  
Aiken, SC 29801

DATE: October 8, 2001

TO CONTRACTOR:  
(name, address)

ARCHITECT'S PROJECT NO: 9901

H.G. Reynolds Company, Inc.  
113 Contract Drive  
Aiken, SC 29801

CONTRACT DATE: July 10, 2000

CONTRACT FOR:

Aiken Center for the Performing Arts

The Contract is changed as follows:

See Attachment A.

**Not valid until signed by the Owner, Architect and Contractor.**

The original (Contract Sum) (Guaranteed Maximum Price) was ..... \$ 1,703,500.00  
Net change by previously authorized Change Orders ..... \$ 2,165,708.46  
The (Contract Sum) (Guaranteed Maximum Price) prior to this Change Order was ..... \$ 3,869,208.46  
The (Contract Sum) (Guaranteed Maximum Price) will be (increased) (decrease)  
(unchanged) by this Change Order in the amount of ..... \$ 36,703.00  
The new (Contract Sum) (Guaranteed Maximum Price) including this Change Order will be .. \$ 3,905,911.46

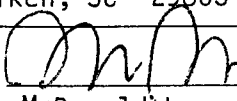
The Contract Time will be (increased) (decreased) (unchanged) by ( ) days.  
The date of Substantial Completion as of the date of this Change Order therefore is October 1, 2001.

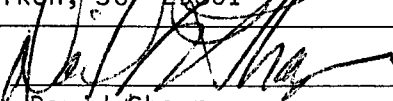
NOTE: This summary does not reflect changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive.

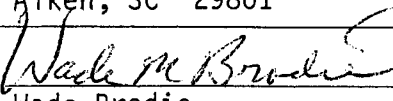
Hughes, Beattie, O'Neal,  
Law & Assoc.  
ARCHITECT  
1075 Brookhaven Drive  
Address  
Aiken, SC 29803

H.G. Reynolds Company, Inc.  
CONTRACTOR  
113 Contract Drive  
Address  
Aiken, SC 29801

Aiken Corporation  
L.E.D., Inc.  
OWNER  
214 Park Avenue  
Address  
Aiken, SC 29801

BY   
McDonald Law  
DATE 10/8/01

BY   
David Sharpe  
DATE 10/08/01

BY   
Wade Brodie  
DATE



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Attachment A

Aiken Center for the Performing Arts  
Change Order No. Eight  
October 8, 2001

<del>90/12</del>	RFP #12: Install emergency lights	\$3,166.00
W	RFP #14: Changes to electrical plans	\$7,572.00 ✓
W	RFP #16R: Add wood trim picture mould	\$5,516.00 ✓
W	RFP #17: Add two vanity tops with solid surface in Rooms 225 and 227	\$3,464.00 ✓
5/2/48	RFP #18: Add two planters at the Newberry side of the building	\$5,237.00 ✓
5/2/48	RFP #19: Add two elevator ladders and a roof hatch	\$1,349.00 ✓
5/2/48	RFP #20: Furnish and install the front entry Sidewalks	\$3,157.00 ✓
W	RFP #22: Change reception desk top from laminated to solid surface	\$6,325.00 ✓
<del>5/2/48</del>	RFP#23: Adjust allowance on brick pavers	\$ 917.00 ✓
5/2/50	Total	\$36,703.00



## H. G. REYNOLDS COMPANY, INC.

BUILDING CONTRACTORS SINCE 1948

P.O. Box 2728  
AIKEN, SOUTH CAROLINA 29802  
(803) 641-1401  
FAX # (803) 641-1037

July 18, 2001

Hughes/Beattie/O'Neal/Law & Associates  
1075 Brookhaven Dr.  
Aiken, SC 29803

Attn: Mr. George Downs

**FXED**  
7-18-01

RE: Aiken Center for the Performing Arts  
RFP #12 (Revised) – Install emergency lights

Dear George:

Attached please find the costs for H. G. Reynolds Company, Inc. to make electrical changes as shown on revised electrical plans. The changes reflect a cost to the owner in the amount of \$3,166.00.

Please advise if you have any questions.

Sincerely,

David Sharpe  
DS/rh

CHANGES REQUESTED

RF # 12 ( REVISED)

INSTALL EMERGENCY LIGHTS LITHONIA ELM SERIES

DATE: 7/18/01

WIKEN CENTER FOR THE PERFORMING ARTS  
WIKEN, SC

BUILDING ESTIMATE

CODE	DESCRIPTION	QUANTITY	UNIT	MATERIAL UNIT	TOTAL MATERIAL	LABOR UNIT	TOTAL LABOR	SUB UNIT	TOTAL SUB	TOTAL
16000	DUNCAN ELECTRIC (SEE ATTACHED)	1	LS	0	0	0	0	2324	2324	2324
9001	TOUCH UP PAINT	22	EA		0	15	330	0	0	330
SUB TOTALS					\$0.00		330		2324	2654
SALES TAX @ 6 % & PT& I @ 30%					\$0.00		99		0	99
SUB TOTALS					\$0.00		429		2324	<u>\$2,753.00</u>

SUB TOTAL \$2,753.00  
15% OH & P \$412.95  
TOTAL \$3,165.95

TOTAL COST FOR THIS WORK IS \$3,165.95

**Duncan Electrical Contracting, Inc.**

7/18/2001

1450 Greene Street, Suite 540  
Augusta, GA 30901

Subject: Aiken Center for the Performing Arts

Listed below is the cost to install Lithonia ELM series emergency lights.

Material:	Misc.				30.00
	1/2" emt	220	@	0.15 per ft	33.00
	1/2" con	44	@	0.22 ea	9.68
	1/2" coup	22	@	0.21 ea	4.62
	4" sq boxes	22	@	0.43 ea	9.46
	F straps	22	@	0.75 ea	16.50
	#12 thhn	920	@	0.038 ea	34.96
	Fixtures	22	@	45.26 ea	995.72
				material total	1,133.94
				sales tax	79.38
					-----
					1,213.32
Labor:	2 men @ 29.37 per hour for 22 hours				646.14
					-----
					1,859.46
				OH&P	464.86
					-----
				Amount Requested	<b>2,324.32</b>

If you have any questions or if I may be of any further assistance please do not hesitate to call.

Sincerely,

James R. Duncan



## H. G. REYNOLDS COMPANY, INC.

BUILDING CONTRACTORS SINCE 1948

P.O. Box 2728

AIKEN, SOUTH CAROLINA 29802

(803) 641-1401

FAX # (803) 641-1037

July 11, 2001

Hughes/Beattie/O'Neal/Law & Associates  
1075 Brookhaven Dr., South  
Aiken, SC 29803

Attn: Mr. George Downs

RE: Aiken Center for the Performing Arts  
RFP # 14 - changes to electrical plans

Dear George:

Attached please find the costs for H. G. Reynolds Company, Inc. to make electrical changes as shown on revised electrical plans. The changes reflect a cost to the owner in the amount of \$7,572.00.

Please advise if you have any questions.

Sincerely,

David Sharpe  
DS/rh

**CHANGES REQUESTED**

**IFP # 14**

**INSTALL ELECTRICAL CHANGES WHEN PLANS WERE REVISED**

**DATE: 7/11/01**

**WIKEN CENTER FOR THE PERFORMING ARTS  
WIKEN, SC**

**BUILDING ESTIMATE**

CODE	DESCRIPTION	QUANTITY	UNIT	MATERIAL UNIT	TOTAL MATERIAL	LABOR UNIT	TOTAL LABOR	SUB UNIT	TOTAL SUB	TOTAL
16000	ADD TWO LITE FIXTURES AT TOWERS	1	LS	0	0	0	0	709.46	709.46	709
16001	ADD SEVEN DOOR ALARMS ( E-4)	1	LS	0	0	0	0	321.95	321.95	322
16002	ADD 4 220 V CIRCUITS FOR DUMBWAITER	1	LS	0	0	0	0	1173.77	1173.77	1174
16003	ADD SHUNT TRIP TO MAIN BREAKER	1	LS	0	0	0	0	1631.38	1631.38	1631
16004	ADD 3 VIDEOS TO CONTROL BOOTH	1	LS	0	0	0	0	173.13	173.13	173
16005	ADD 3 AUDIOS TO CONTROL BOOTH	1	LS	0	0	0	0	173.13	173.13	173
16006	ADD 1 INTERCOM AT CONTROL BOOTH	1	LS	0	0	0	0	70.5	70.5	71
16007	ADD 24 PHONE OUTLETS	1	LS	0	0	0	0	1131.16	1131.16	1131
16008	ADD 24 DATA OUTLETS	1	LS	0	0	0	0	1131.16	1131.16	1131
16009	ADD ONE KEY ENTRY	1	LS	0	0	0	0	68.82	68.82	69
16010	ADD ONE DOOR CONTROLLER	1	LS	0	0	0	0	122.28	122.28	122
16011	ADD 8 PHONE OUTLETS	1	LS	0	0	0	0	383.74	383.74	384
16012	ADD 3 KEY ENTRY	1	LS	0	0	0	0	199.77	199.77	200
					0		0	0	0	0
	SUB TOTALS				0		0		6584.46	6584.46
	SALES TAX @ 6 % & PT& I @ 30%				\$0.00		0		0	0
							0		6584.46	\$6,584.46
							0			

SUB TOTAL \$6,584.46  
 15% OH & P \$987.67  
 TOTAL \$7,572.13

**TOTAL COST FOR THIS WORK IS \$7,572.13**

**Duncan Electrical Contracting, Inc.**

7/11/2001

1450 Greene Street, Suite 540  
Augusta, GA 30901

Subject: Aiken Center for the Performing Arts

Listed below are a list of changes that were made when plans were revised.

Sheet E-3:

Item # 1: Add two (2) fixtures in towers on roof.

Material:	Misc.				15.00
	1/2" emt	150	@	0.15 per ft	22.50
	1/2" con	6	@	0.22 ea	1.32
	1/2" coup	18	@	0.21 ea	3.78
	4" sq boxes	4	@	0.43 ea	1.72
	Box covers	4	@	0.36 ea	1.44
	Time clock	1	@	58.35 ea	58.35
	#12 thhn	480	@	0.038 ea	18.24
	Fixtures	2	@	94.25 ea	188.50
				material total	310.85
				sales tax	21.76
					332.61
Labor:	2 men @ 29.37 per hour for 8 hours				234.96
					567.57
				OH&P	141.89
				Amount Requested	<b>709.46</b>

Sheet E-4

Item # 1: Install seven (7) door alarms.

Material:	Misc.				10.00
	3/4" emt	110	@	0.25 per ft	27.50
	3/4" con	8	@	0.36 ea	2.88
	3/4" coup	7	@	0.38 ea	2.66
	4" sq boxes	7	@	0.43	3.01
	Plaster rings	7	@	0.36	2.52
				material total	48.57
				sales tax	3.40
					51.97
Labor:	2 men @ 29.37 per hour for 7 hours				205.59
					257.56
				OH&P	64.39
				Amount Requested	<b>321.95</b>

Item # 2: Added four (4) 220v., 3 phase., 20 amp circuits for dumbwaiter.

Material:	Misc.				10.00
	1/2" emt	320	@	0.15 per ft	48.00
	1/2" con	16	@	0.22 ea	3.52
	1/2" coup	36	@	0.21 ea	7.56
	4" sq boxes	8	@	0.43 ea	3.44
	Plaster rings	4	@	0.36 ea	1.44
	Disconnect	1	@	76.45 ea	76.45
	Breakers	4	@	14.65 ea	58.60
	Receptacles	4	@	9.64 ea	38.56
	Recept plates	4	@	1.26 ea	5.04
	#12 thhn	2000	@	0.038 ea	76.00
					-----
				material total	328.61
				sales tax	23.00
					-----
					351.61
Labor:	2 men @ 29.37 per hour for 20 hours				587.40
					-----
					939.01
				OH&P	234.75
					-----
				Amount Requested	<b>1,173.77</b>

Item # 3: Install shunt trip to main breaker.

Material:	Misc.				10.00
	1/2" emt	220	@	0.15 per ft	33.00
	1/2" con	16	@	0.22 ea	3.52
	1/2" coup	36	@	0.21 ea	7.56
	4" sq boxes	2	@	0.43 ea	0.86
	Plaster rings	1	@	0.36 ea	0.36
	Push button	1	@	36.45 ea	36.45
	Shunt trip	1	@	560.00 ea	560.00
	#12 thhn	500	@	0.038 ea	19.00
					-----
				material total	670.75
				sales tax	46.95
					-----
					717.70
Labor:	2 men @ 29.37 per hour for 20 hours				587.40
					-----
					1,305.10
				OH&P	326.28
					-----
				Amount Requested	<b>1,631.38</b>

Sheet E-5

Item # 1: Added three (3) videos to the control booth.

Material:	Misc.				10.00
	3/4" emt	60	@	0.25 per ft	15.00
	3/4" con	3	@	0.36 ea	1.08

3/4" coup	3	@	0.38 ea	1.14
4" sq boxes	3	@	0.43	1.29
Plaster rings	3	@	0.36	1.08
Cover plates	3	@	1.26 ea	3.78

material total	33.37
sales tax	2.34

Labor:	2 men @ 29.37 per hour for 3.5 hours	102.80
--------	--------------------------------------	--------

35.71

138.50

OH&P 34.63

Amount Requested **173.13**

Item # 2: Added three (3) audios to the control booth.

Material:	Misc.			10.00
	3/4" emt	60	@ 0.25 per ft	15.00
	3/4" con	3	@ 0.36 ea	1.08
	3/4" coup	3	@ 0.38 ea	1.14
	4" sq boxes	3	@ 0.43	1.29
	Plaster rings	3	@ 0.36	1.08
	Cover plates	3	@ 1.26 ea	3.78

material total	33.37
sales tax	2.34

Labor:	2 men @ 29.37 per hour for 3.5 hours	102.80
--------	--------------------------------------	--------

35.71

138.50

OH&P 34.63

Amount Requested **173.13**

Item # 3: Added one (1) intrcom to the control booth.

Material:	Misc.			5.00
	3/4" emt	15	@ 0.25 per ft	3.75
	3/4" con	1	@ 0.36 ea	0.36
	3/4" coup	1	@ 0.38 ea	0.38
	4" sq boxes	1	@ 0.43	0.43
	Plaster rings	1	@ 0.36	0.36
	Cover plates	1	@ 1.26 ea	1.26

material total	11.54
sales tax	0.81

Labor:	2 men @ 29.37 per hour for 1.5 hours	44.06
--------	--------------------------------------	-------

12.35

	56.40
OH&P	14.10
<hr/>	
Amount Requested	<b>70.50</b>

Item # 4: Added twenty four (24) phone outlets.

Material:	Misc.				30.00
	3/4" emt	360	@	0.25 per ft	90.00
	3/4" con	24	@	0.36 ea	8.64
	3/4" coup	24	@	0.38 ea	9.12
	4" sq boxes	24	@	0.43	10.32
	Plaster rings	24	@	0.36	8.64
	Cover plates	24	@	1.26 ea	30.24

material total	186.96
sales tax	13.09

200.05	
Labor: 2 men @ 29.37 per hour for 24 hours	704.88

904.93	
OH&P	226.23
<hr/>	
Amount Requested	<b>1,131.16</b>

Item # 5: Added twenty four (24) data outlets.

Material:	Misc.				30.00
	3/4" emt	360	@	0.25 per ft	90.00
	3/4" con	24	@	0.36 ea	8.64
	3/4" coup	24	@	0.38 ea	9.12
	4" sq boxes	24	@	0.43	10.32
	Plaster rings	24	@	0.36	8.64
	Cover plates	24	@	1.26 ea	30.24

material total	186.96
sales tax	13.09

200.05	
Labor: 2 men @ 29.37 per hour for 24 hours	704.88

904.93	
OH&P	226.23
<hr/>	
Amount Requested	<b>1,131.16</b>

Item # 6: Added one (1) key entry.

Material:	Misc.				5.00
	3/4" emt	15	@	0.25 per ft	3.75

3/4" con	1	@	0.36 ea	0.36
3/4" coup	1	@	0.38 ea	0.38
4" sq boxes	1	@	0.43	0.43
Plaster rings	1	@	0.36	0.36

material total	10.28
sales tax	0.72

	11.00
Labor: 2 men @ 29.37 per hour for 1.5 hours	44.06

	55.05
OH&P	13.76

Amount Requested	<b>68.82</b>
------------------	--------------

Item # 7: Added one (1) door controller.

Material: Misc.				30.00
3/4" emt	20	@	0.25 per ft	5.00
3/4" con	1	@	0.36 ea	0.36
3/4" coup	1	@	0.38 ea	0.38
4" sq boxes	1	@	0.43	0.43
Plaster rings	1	@	0.36	0.36

material total	36.53
sales tax	2.56

	39.09
Labor: 2 men @ 29.37 per hour for 2 hours	58.74

	97.83
OH&P	24.46

Amount Requested	<b>122.28</b>
------------------	---------------

Sheet E-7:

Item # 1. Added eight (8) phone outlets.

Material: Misc.				15.00
3/4" emt	120	@	0.25 per ft	30.00
3/4" con	8	@	0.36 ea	2.88
3/4" coup	8	@	0.38 ea	3.04
4" sq boxes	8	@	0.43	3.44
Plaster rings	8	@	0.36	2.88
Cover plates	8	@	1.26 ea	10.08

material total	67.32
sales tax	4.71

	72.03
Labor: 2 men @ 29.37 per hour for 8 hours	234.96

	306.99
OH&P	76.75

Amount Requested	<b>383.74</b>
------------------	---------------

Item # 2: Added eight (8) data outlets.

Material:	Misc.				15.00
	3/4" emt	120	@	0.25 per ft	30.00
	3/4" con	8	@	0.36 ea	2.88
	3/4" coup	8	@	0.38 ea	3.04
	4" sq boxes	8	@	0.43	3.44
	Plaster rings	8	@	0.36	2.88
	Cover plates	8	@	1.26 ea	10.08

material total	67.32
sales tax	4.71

Labor:	2 men @ 29.37 per hour for 8 hours	72.03
		234.96

	306.99
OH&P	76.75

Amount Requested	<b>383.74</b>
------------------	---------------

Item # 6: Added three (3) key entry.

Material:	Misc.				10.00
	3/4" emt	45	@	0.25 per ft	11.25
	3/4" con	3	@	0.36 ea	1.08
	3/4" coup	3	@	0.38 ea	1.14
	4" sq boxes	3	@	0.43	1.29
	Plaster rings	3	@	0.36	1.08

material total	25.84
sales tax	1.81

Labor:	2 men @ 29.37 per hour for 4.5 hours	27.65
		132.17

	159.81
OH&P	39.95

Amount Requested	<b>199.77</b>
------------------	---------------

If you have any questions or if I may be of any further assistance please do not hesitate to call.

Sincerely,

James R. Duncan



**H. G. REYNOLDS COMPANY, INC.**

BUILDING CONTRACTORS SINCE 1948

P.O. Box 2728  
AIKEN, SOUTH CAROLINA 29802  
(803) 641-1401  
FAX # (803) 641-1037

August 21, 2001

Hughes, Beattie, Johnson, Law & Associates  
1075 Brookhaven Drive, South  
Aiken, South Carolina 29803

Attention: George Downs

RE: Aiken Center for the Performing Arts  
RFP #16R – Add wood trim in corridor of first floor as requested

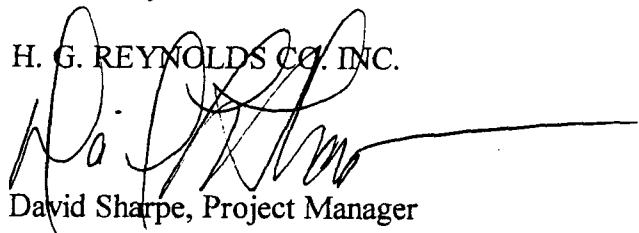
Dear George:

Attached, please find the cost for H. G. Reynolds Company to install picture mould BM273 wood trim in the corridor of the first floor of the office area. The changes reflect a cost to the owner in the amount of **\$5,516.00**.

Please advise if you have any questions.

Yours truly,

H. G. REYNOLDS CO. INC.

  
David Sharpe, Project Manager

DS:dh  
enclosures

**CHANGES REQUESTED**

**RFP # 16R**

**INSTALL PICTURE MOULD BM 273 - PAINT GRADE IN THE CORRIDORS ON THE FIRST FLOOR AND PAINT THE MOULD AND THE WALL ABOVE THE TRIM WHITE.  
 WIKEN CENTER FOR THE PERFORMING ARTS  
 WIKEN, SC**

**DATE: 8/21/01**

**BUILDING ESTIMATE**

CODE	DESCRIPTION	QUANTITY	UNIT	MATERIAL UNIT	TOTAL MATERIAL	LABOR UNIT	TOTAL LABOR	SUB UNIT	TOTAL SUB	TOTAL
6600	AUGUSTA SASH & DOOR	1	LS	0	0	0	0	3498	3498	3498
9901	PRIME TRIM	750	LF	0.1	75	1.25	937.5	0	0	1013
					0		0	0	0	0
SUB TOTALS					75		937.5		3498	4510.5
SALES TAX @ 6 % & PT& I @ 30%					\$4.50		281.25		0	285.75
SUB TOTALS					\$79.50		1218.75		3498	\$4,796.25

SUB TOTAL	<u>\$4,796.25</u>
15% OH & P	<u>\$719.44</u>
TOTAL	<u>\$5,515.69</u>

**TOTAL COST FOR THIS WORK IS \$5,515.69**



## H. G. REYNOLDS COMPANY, INC.

BUILDING CONTRACTORS SINCE 1948

P.O. Box 2728

AIKEN, SOUTH CAROLINA 29802

(803) 641-1401

FAX # (803) 641-1037

August 21, 2001

Hughes, Beattie, Johnson, Law & Associates  
1075 Brookhaven Drive, South  
Aiken, South Carolina 29803

Attention: George Downs

RE: Aiken Center for the Performing Arts  
RFP #17 – Add two solid surface vanity tops in Rooms 225 and 227  
Note bowls to be white

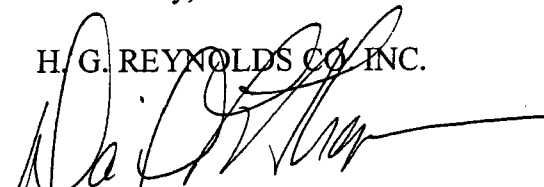
Dear George:

Attached, please find the cost for H. G. Reynolds Company to install two solid surface vanity tops with plastic laminate skirts and support legs. The changes reflect a cost to the owner in the amount of **\$3,464.00**.

Please advise if you have any questions.

Yours truly,

H. G. REYNOLDS CO. INC.



David Sharpe, Project Manager

DS:dh  
enclosures

**CHANGES REQUESTED**

**RFP # 17**

**FURNISH AND INSTALL TWO SOLID SURFACE VANITY TIPS WITH INTEGRAL BOWLS AND  
 PLASTIC LAMINATED SKIRTS AND SUPPORT LEGS FOR ROOM 225 AND 227  
 AIKEN CENTER FOR THE PERFORMING ARTS  
 AIKEN, SC**

**DATE: 8/21/01**

**BUILDING ESTIMATE**

CODE	DESCRIPTION	QUANTITY	UNIT	MATERIAL UNIT	TOTAL MATERIAL	LABOR UNIT	TOTAL LABOR	SUB UNIT	TOTAL SUB	TOTAL
6600	AUGUSTA SASH & DOOR	1	LS	0	0	0	0	3012	3012	3012
		0	0	0	0	0	0	0	0	0
					0		0	0	0	0
	SUB TOTALS				0		0	0	0	0
	SALES TAX @ 6 % & PT& I @ 30%				\$0.00		0		3012	3012
							0		0	0
							0		3012	<u>\$3,012.00</u>

SUB TOTAL \$3,012.00  
 15% OH & P \$451.80  
 TOTAL \$3,463.80

**TOTAL COST FOR THIS WORK IS \$3,463.80**



## H. G. REYNOLDS COMPANY, INC.

BUILDING CONTRACTORS SINCE 1948

P.O. Box 2728  
AIKEN, SOUTH CAROLINA 29802  
(803) 641-1401  
FAX # (803) 641-1037

August 24, 2001

Hughes, Beattie, Johnson, Law & Associates  
1075 Brookhaven Drive, South  
Aiken, South Carolina 29803

Attention: George Downs

RE: Aiken Center for the Performing Arts  
RFP #18: Add (2) planters at the Newberry side of the building

Dear George:

Attached, please find the cost for H. G. Reynolds Company to install two brick planters at the front of the building. The changes reflect a cost to the owner in the amount of **\$5,237.00**.

Please advise if you have any questions.

Yours truly,

H. G. REYNOLDS CO. INC.

*David Sharpe*  
David Sharpe, Project Manager

DS:dh  
enclosures

**CHANGES REQUESTED**

**RFP # 18**

**FURNISH AND INSTALL BRICK PLANTERS AT FRONT OF BUILDING**

**DATE: 8/24/01**

**AIKEN CENTER FOR THE PERFORMING ARTS**

**AIKEN, SC**

**BUILDING ESTIMATE**

CODE	DESCRIPTION	QUANTITY	UNIT	MATERIAL UNIT	TOTAL MATERIAL	LABOR UNIT	TOTAL LABOR	SUB UNIT	TOTAL SUB	TOTAL
3300	FOOTING EXCAVATION	7	CY	0	0	15	105	0	0	105
3310	CONCRETE FOOTING	4	CY	60	240	8	32	0	0	272
7400	WATERPROOFING	280	SF	2	560	1.5	420	0	0	980
4400	FACE BRICK	2500	EA	0.249	622.5		0	0.8	2000	2623
4410	MORTAR MIX	45	BAGS	6.75	303.75		0	0	0	304
SUB TOTALS					1726.25		557		2009	4283.25
SALES TAX @ 6 % & PT& I @ 30%					\$103.58		167.1		0	270.675
SUB TOTALS					\$1,829.83		724.1		2000	\$4,553.93

SUB TOTAL	<u>\$4,553.93</u>
15% OH & P	\$683.09
TOTAL	<u>\$5,237.01</u>

**TOTAL COST FOR THIS WORK IS \$5,237.01**



# H. G. REYNOLDS COMPANY, INC.

BUILDING CONTRACTORS SINCE 1948

P.O. Box 2728  
AIKEN, SOUTH CAROLINA 29802  
(803) 641-1401  
FAX # (803) 641-1037

August 24, 2001

Hughes/Beattie/O'Neal/Law & Associates  
1075 Brookhaven Dr., South  
Aiken, SC 29803

**FAXED**  
8-24-01

Attn: Mr. George Downs

RE: Aiken Center for the Performing Arts  
RFP # 19 – add two elevator ladders and a roof hatch

Dear George:

Attached please find the costs for H. G. Reynolds Company, Inc. to install two elevator pit ladders and one roof hatch ladder. The changes reflect a cost to the owner in the amount of \$1,349.00.

Please advise if you have any questions.

Sincerely,

*David Sharpe/RH*

David Sharpe  
DS/rh

**CHANGES REQUESTED**

RFP # 19

FURNISH AND INSTALL TWO ELEVATOR PIT LADDERS AND ONE ROOF HATCH LADDER

DATE: 8/24/01

AIKEN CENTER FOR THE PERFORMING ARTS  
AIKEN, SC

**BUILDING ESTIMATE**

CODE	DESCRIPTION	QUANTITY	UNIT	MATERIAL UNIT	TOTAL MATERIAL	LABOR UNIT	TOTAL LABOR	SUB UNIT	TOTAL SUB	TOTAL
5500	ELEVATOR LADDERS	2	EA	236	472	75	150	0	0	622
5501	ROOF HATCH LADDER	1	EA	359	359	75	75	0	0	434
SUB TOTALS					831		225		0	1056
SALES TAX @ 6 % & PT& I @ 30%					\$49.86		67.5		0	117.36
SUB TOTALS					\$880.86		292.5		0	\$1,173.36

SUB TOTAL	<u>\$1,173.36</u>
15% OH & P	<u>\$176.00</u>
TOTAL	<u><u>\$1,349.36</u></u>

TOTAL COST FOR THIS WORK IS \$1,349.36



**H. G. REYNOLDS COMPANY, INC.**

BUILDING CONTRACTORS SINCE 1948

P.O. Box 2728  
AIKEN, SOUTH CAROLINA 29802  
(803) 641-1401  
FAX # (803) 641-1037

August 28, 2001

Hughes, Beattie, Johnson, Law & Associates  
1075 Brookhaven Drive, South  
Aiken, South Carolina 29803

Attention: George Downs

RE: Aiken Center for the Performing Arts  
RFP #20: Furnish and install the front entry sidewalks

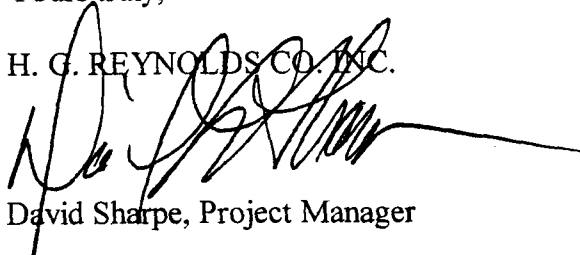
Dear George:

Attached, please find the cost for H. G. Reynolds Company to install the front entry sidewalks. The changes reflect a cost to the owner in the amount of **\$3,157.00**.

Please advise if you have any questions.

Yours truly,

H. G. REYNOLDS CO. INC.

  
David Sharpe, Project Manager

DS:dh  
enclosures

**CHANGES REQUESTED**

**RFP # 20**

**FURNISH AND INSTALL THE FRONT ENTRY SIDEWALKS AS DIRECTED BY THE OWNER**

**DATE: 8/27/01**

**AIKEN CENTER FOR THE PERFORMING ARTS  
AIKEN, SC**

**BUILDING ESTIMATE**

CODE	DESCRIPTION	QUANTITY	UNIT	MATERIAL UNIT	TOTAL MATERIAL	LABOR UNIT	TOTAL LABOR	SUB UNIT	TOTAL SUB	TOTAL
2200	FINE GRADE SIDEWALK	937	SF	0	0	0.25	234.25	0	0	234
2300	FORM SIDEWALK	320	LF	1	320	1	320	0	0	640
3300	POUR SCORED SIDEWALK	412	SF	2	824	1.5	618	0	0	1442
3310	POUR REGULAR SIDEWALK	525	SF	1	525	0.75	393.75	0	0	919
SUB TOTALS					1349		1011.75		0	2360.75
SALES TAX @ 6 % & PT&I @ 30%					\$80.94		303.525		0	384.465
SUB TOTALS					\$1,429.94		1315.275		0	<u>\$2,745.22</u>

SUB TOTAL	<u>\$2,745.22</u>
15% OH & P	\$411.78
TOTAL	<u>\$3,157.00</u>

**TOTAL COST FOR THIS WORK IS \$3,157.00**



## H. G. REYNOLDS COMPANY, INC.

BUILDING CONTRACTORS SINCE 1948

P.O. Box 2728  
AIKEN, SOUTH CAROLINA 29802  
(803) 641-1401  
FAX # (803) 641-1037

August 31, 2001

Hughes, Beattie, Johnson, Law & Associates  
1075 Brookhaven Drive, South  
Aiken, South Carolina 29803

Attention: George Downs

**RE: Aiken Center for the Performing Arts**

**RFP #22: Provide a solid surface counter top in lieu of plastic laminate on reception desk, also extend desk to wall**

Dear George:

Attached, please find the cost for H. G. Reynolds Company to perform the above work per the attached estimate. The changes reflect a cost to the owner in the amount of **\$6,325.00**.

Please advise if you have any questions.

Yours truly,

H. G. REYNOLDS CO. INC.

David Sharpe, Project Manager *dh*

DS:dh  
enclosures

# Augusta Sash & Door Co.

1724 Wilkinson Road  
Augusta, Georgia 30904  
706-738-1446 Fax 706-738-8878

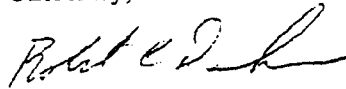
August 30, 2001

H. G. Reynolds Company  
P. O. Box 2728  
Aiken, South Carolina 29802  
803-641-1401 Fax 803-641-1037

Re: Aiken Performing Arts

I have received a new drawing for the reception desk from HBOL architects. The new reception desk is 7' x 12'. The additional cost to make the countertops solid surface, Hi-Macs, Venetian Sand G42 will be \$5,500.00. Price includes material, installation and sales tax.

Sincerely,



Robert C. Dehner

CHANGES REQUESTED

RFP # 22

SOLID SURFACE TOP ON RECEPTION DESK  
 ALSO, EXTEND LENGTH OF DESK AS REQUESTED BY WASHINGTON GROUP  
 WASHINGTON CENTER FOR THE PERFORMING ARTS  
 WASHINGTON, SC

8/31/01

BUILDING ESTIMATE

CODE	DESCRIPTION	QUANTITY	UNIT	MATERIAL UNIT	TOTAL MATERIAL	LABOR UNIT	TOTAL LABOR	SUB UNIT	TOTAL SUB	TOTAL
6600	AUGUSTA SASH	1	LS	0	0	0	0	5500	5500	5500
SUB TOTALS					0		0		5500	5500
SALES TAX @ 6 % & PT& I @ 30%					\$0.00		0		0	0
SUB TOTALS					\$0.00		0		5500	<u>\$5,500.00</u>

SUB TOTAL	<u>\$5,500.00</u>
15% OH & P	<u>\$825.00</u>
TOTAL	<u>\$6,325.00</u>

TOTAL COST FOR THIS WORK IS \$6,325.00



**H. G. REYNOLDS COMPANY, INC.**

BUILDING CONTRACTORS SINCE 1948

P.O. Box 2728  
AIKEN, SOUTH CAROLINA 29802  
(803) 641-1401  
FAX # (803) 641-1037

September 10, 2001

Hughes, Beattie, Johnson, Law & Associates  
1075 Brookhaven Drive, South  
Aiken, South Carolina 29803

Attention: George Downs

RE: Aiken Center for the Performing Arts  
RFP #23: Adjust Allowance on brick pavers

Dear George:

Attached, please find the cost for H. G. Reynolds Company to perform the above work per the attached estimate. The changes reflect a cost to the owner in the amount of \$917.00.

Please advise if you have any questions.

Yours truly,

H. G. REYNOLDS CO. INC.

David Sharpe, Project Manager /dh

DS:dh  
enclosures

CHANGES REQUESTED

RFP # 23

ADJUST FOR PRICE DIFFERENCE IN BRICK PAVER ALLOWANCE

BID ALLOWANCE WAS \$ 250.00 PER THOUSAND, COST WAS \$ 440.00 PER THOUSAND

9/10/01

AIKEN CENTER FOR THE PERFORMING ARTS

AIKEN, SC

BUILDING ESTIMATE

CODE	DESCRIPTION	QUANTITY	UNIT	MATERIAL UNIT	TOTAL MATERIAL	LABOR UNIT	TOTAL LABOR	SUB UNIT	TOTAL SUB	TOTAL
2200	BRICK PAVERS	-3960	EA	0.25	-990	0	0	0	0	-990
2210	BRICK PAVERS ( ACTUAL COST)	3960	EA	0.44	1742.4					
SUB TOTALS					752.4		0		0	752.4
SALES TAX @ 6 % & PT& I @ 30%					\$45.14		0		0	45.144
SUB TOTALS					\$797.54		0		0	\$797.54

SUB TOTAL	\$797.54
15% OH & P	\$119.63
TOTAL	\$917.18

TOTAL COST FOR THIS WORK IS \$917.18

# CHANGE ORDER

AIA DOCUMENT G701

OWNER   
 ARCHITECT   
 CONTRACTOR   
 FIELD   
 OTHER

PROJECT: Aiken Center for the Performing Arts  
 (name, address) 126 Newberry Street  
 Aiken, SC 29801

CHANGE ORDER NUMBER: Nine  
 DATE: October 22, 2001  
 ARCHITECT'S PROJECT NO:  
 CONTRACT DATE: July 10, 2000  
 CONTRACT FOR:  
 Aiken Center for the Performing Arts

TO CONTRACTOR:  
 (name, address)  
 H. G. Reynolds Company, Inc.  
 113 Contract Drive  
 Aiken, SC 29801

The Contract is changed as follows:

See Attachment A.

**Not valid until signed by the Owner, Architect and Contractor.**

The original (Contract Sum) (Guaranteed Maximum Price) was ..... \$ 1,703,500.00  
 Net change by previously authorized Change Orders ..... \$ 2,202,411.46  
 The (Contract Sum) (Guaranteed Maximum Price) prior to this Change Order was ..... \$ 3,905,911.46  
 The (Contract Sum) (Guaranteed Maximum Price) will be (increased) (decreased)  
 (unchanged) by this Change Order in the amount of ..... \$ 28,546.65  
 The new (Contract Sum) (Guaranteed Maximum Price) including this Change Order will be ..... \$ 3,934,458.11

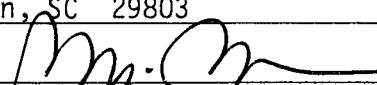
The Contract Time will be (increased) (decreased) (unchanged) by ( ) days.  
 The date of Substantial Completion as of the date of this Change Order therefore is

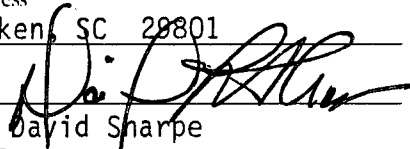
NOTE: This summary does not reflect changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive.

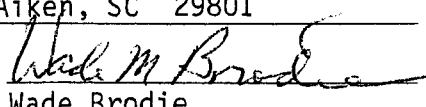
Hughes, Beattie, O'Neal,  
 Law & Associates  
 ARCHITECT  
 1075 Brookhaven Drive  
 Address  
 Aiken, SC 29803

H. G. Reynolds Company, Inc.  
 CONTRACTOR  
 113 Contract Drive  
 Address  
 Aiken, SC 29801

Aiken Corporation  
 L.E.D., Inc.  
 OWNER  
 214 Park Avenue  
 Address  
 Aiken, SC 29801

BY   
 McDonald Law  
 DATE 10/22/01

BY   
 David Sharpe  
 DATE

BY   
 Wade Brodie  
 DATE



**CAUTION: You should sign an original AIA document which has this caution printed in red. An original assures that changes will not be obscured as may occur when documents are reproduced.**

Attachment A

Aiken Center for the Performing Arts  
Change Order No. Nine  
October 22, 2001

RFP #10: Item #2, Install 5" conduit to SCE&G power pole	\$962.94	5/2/48 ??
Item #4, Furnish lugs for SCE&G	295.71	
RFP #15: <u>Emergency management</u> conduit	\$2,924.00	Plyhouse ??
RFP #24: Provide and install outside lighting	\$17,101.00	5/2/48
RFP #25: Provide and install 4 convenience outlets and 4 220 volt AMP circuits for Computer Room	\$1,115.00	W 25h.
RFP #26: Provide and install fans under courtyard and ceiling	\$2,322.00	5/2/48
RFP #26: Provide and install half round copper gutter in Courtyard	\$1,380.00	5/2/48
RFP #28: Provide and install shunt trip breakers and install Grates over sump pits	<u>\$2,446.00</u>	5/2/48
	\$28,546.65	



# H. G. REYNOLDS COMPANY, INC.

BUILDING CONTRACTORS SINCE 1948

P.O. Box 2728  
AIKEN, SOUTH CAROLINA 29802  
(803) 641-1401  
FAX # (803) 641-1037

April 25, 2001

Hughes, Beattie, Johnson, Law & Associates  
1075 Brookhaven Drive, South  
Aiken, South Carolina 29803

Attention: George Downs

RE: Aiken Center for the Performing Arts  
RFP #10: Electrical Changes

Dear George:

Attached please find the cost for H. G. Reynolds Company furnishing and installing the electrical changes as requested by the owner and required by SCE&G. The changes reflect a cost to the owner in the amount of ~~\$8,970.00~~ (Eight Thousand Nine Hundred Seventy Dollars).

\$1353.42 ✓ *ms*

Please advise if you have any questions.

Yours truly,

H. G. REYNOLDS CO. INC.  
*David Sharpe*  
David Sharpe, Project Manager

DS:dh

**CHANGES REQUESTED**

**RFP # 10**

**ELECTRICAL CHANGES - INSTALLED 5" CONDUIT TO POWER POLE A3 REQUIRED BY SCE&G,  
CHANGE DIMMING SYSTEM, FURNISH LUGS FOR SCE& G , MOVE SERVICE CONDUIT FOR  
TRANSFORMER PAD**

**DATE: 5/18/01**

**AIKEN CENTER FOR THE PERFORMING ARTS  
AIKEN, SC**

**BUILDING ESTIMATE**

CODE	DESCRIPTION	QUANTITY	UNIT	MATERIAL UNIT	TOTAL MATERIAL	LABOR UNIT	TOTAL LABOR	SUB UNIT	TOTAL SUB	TOTAL
16000	ELECTRICAL(SEE BREAKDOWN) ITEM #1	1	LS	0	0	0	0	-329.66	329.66	<del>329</del>
16000	ITEM # 2	1	LS	0	0	0	0	962.94	962.94	963
16000	ITEM # 3	1	LS	0	0	0	0	<del>6756.25</del>	6756.25	<del>6756</del>
16000	ITEM # 4	1	LS	0	0	0	0	295.71	295.71	296
		0	EA	0	0	0	0	0	0	0
		0	LS	0	0	0	0	0	0	0
<b>SUB TOTALS</b>					<b>\$0.00</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>6344.56</b>	<b>6344.56</b>
<b>SALES TAX @ 6 % 3 1/2% &amp; 1 @ 30%</b>					<b>\$0.00</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>SUB TOTALS</b>					<b>\$0.00</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>6344.56</b>	<b>\$3,344.56</b>

SUB TOTAL \$6,344.56  
7.5% OH & P \$625.84  
TOTAL \$8,970.40

TOTAL COST FOR THIS WORK IS \$8,970.40

*Items #1 approved on C.O. # Six  
" "  
#3 "*

*11  
1259  
94.42  
-----  
1353.42*

Ride/CC



# H. G. REYNOLDS COMPANY, INC.

BUILDING CONTRACTORS SINCE 1948

P.O. Box 2728  
AIKEN, SOUTH CAROLINA 29802  
(803) 641-1401  
FAX # (803) 641-1037

July 20, 2001

Hughes/Beattie/O'Neal/Law & Associates  
1075 Brookhaven Dr.  
Aiken, SC 29803

Attn: Mr. George Downs

**FAXED**  
7-19-01

RE: Aiken Center for the Performing Arts  
RFP #15 - Emergency management conduit

Dear George:

Attached please find the costs for H. G. Reynolds Company, Inc. to install a 2" conduit from the phone room to the rehearsal hall and from an existing conduit below the balcony to the hospitality suite on the second floor. The changes reflect a cost to the owner in the amount of \$2,924.00. *DS*

Please advise if you have any questions.

Sincerely,

A handwritten signature in black ink, appearing to read 'David Sharpe', with a long horizontal line extending to the right.

David Sharpe  
DS/rh

**CHANGES REQUESTED**

**FP # 15**

**INSTALL 2" ELECTRICAL CONDUIT FROM PHONE ROOM TO REHERSAL**

**INSTALL 2" ELECTRICAL CONDUIT FROM EXISTING CONDUIT BELOW BALCONY TO HOSPITALITY SUITE**

**DATE: 7/20/01**

**IKEN CENTER FOR THE PERFORMING ARTS**

**IKEN, SC**

**BUILDING ESTIMATE**

CODE	DESCRIPTION	QUANTITY	UNIT	MATERIAL UNIT	TOTAL MATERIAL	LABOR UNIT	TOTAL LABOR	SUB UNIT	TOTAL SUB	TOTAL
16000	DUNCAN ELECTRIC	1	LS	0	0	0	0	1820	1820	1820
	CORE WALLS & FLOORS	5	EA	75	375	50	250	0	0	625
	ADD 3 KEY ENTRY	1	LS	0	0	0	0	0	0	0
					0		0	0	0	0
SUB TOTALS					375		250		1820	2445
SALES TAX @ 6 % & PT& I @ 30%					\$22.50		75		0	97.5
SUB TOTALS					\$397.50		325		1820	\$2,542.50

SUB TOTAL	<u>\$2,542.50</u>
15% OH & P	\$381.38
TOTAL	<u>\$2,923.88</u>

**TOTAL COST FOR THIS WORK IS \$2,923.88**



## H. G. REYNOLDS COMPANY, INC.

BUILDING CONTRACTORS SINCE 1948

P.O. Box 2728  
AIKEN, SOUTH CAROLINA 29802  
(803) 641-1401  
FAX # (803) 641-1037

September 21, 2001

Hughes, Beattie, Johnson, Law & Associates  
1075 Brookhaven Drive, South  
Aiken, South Carolina 29803

Attention: George Downs

RE: Aiken Center for the Performing Arts  
RFP #24: Provide and install outside lighting

Dear George:

Attached, please find the cost for H. G. Reynolds Company to perform the above changes.  
The changes reflect a cost to the owner in the amount of \$17,101.00.

Please advise if you have any questions.

Yours truly,

H. G. REYNOLDS CO. INC.

*David Sharpe/dh*

David Sharpe, Project Manager

DS:dh  
enclosures

**CHANGES REQUESTED**

**RFP # 24**

**PROVIDE AND INSTALL OUTSIDE LIGHTING**

9/21/01

**AIKEN CENTER FOR THE PERFORMING ARTS  
AIKEN, SC**

**BUILDING ESTIMATE**

CODE	DESCRIPTION	QUANTITY	UNIT	MATERIAL UNIT	TOTAL MATERIAL	LABOR UNIT	TOTAL LABOR	SUB UNIT	TOTAL SUB	TOTAL
16000	ELECTRICAL	1	LS	0	0	0	0	14031	14031	14031
2230	CORE SIDEWALK	2	EA	75	150	100	200	0	0	350
2240	SLEEVE SIDEWALK	4	EA	5	20	50	200	35	140	360
SUB TOTALS					170		400		14171	14741
SALES TAX @ 6 % & PT& I @ 30%					\$10.20		120		0	130.2
SUB TOTALS					\$180.20		520		14171	\$14,871.20

SUB TOTAL	<u>\$14,871.20</u>
15% OH & P	<u>\$2,230.68</u>
TOTAL	<u>\$17,101.88</u>

**TOTAL COST FOR THIS WORK IS \$17,101.88**



**H. G. REYNOLDS COMPANY, INC.**

BUILDING CONTRACTORS SINCE 1948

P.O. Box 2728  
AIKEN, SOUTH CAROLINA 29802  
(803) 641-1401  
FAX # (803) 641-1037

September 21, 2001

Hughes, Beattie, Johnson, Law & Associates  
1075 Brookhaven Drive, South  
Aiken, South Carolina 29803

Attention: George Downs

RE: Aiken Center for the Performing Arts  
RFP #25: Provide & Install (4) convenience outlets and (4) 220 volt 30 AMP Circuits  
for the Computer Room as requested by The Washington Group

Dear George:

Attached, please find the cost for H. G. Reynolds Company to perform the above changes.  
The changes reflect a cost to the owner in the amount of \$1,115.00

Please advise if you have any questions.

Yours truly,

H. G. REYNOLDS CO. INC.

*David Sharpe / dh*

David Sharpe, Project Manager

DS:dh  
enclosures

**CHANGES REQUESTED**

**RFP # 25**

**PROVIDE AND INSTALL 4 CONVENIENCE OUTLETS AND FOUR 220 VOLT 30 AMP CIRCUITS FOR THE WASHINGTON GROUP IN THE COMPUTER ROOM  
AIKEN CENTER FOR THE PERFORMING ARTS  
AIKEN, SC**

9/21/01

**BUILDING ESTIMATE**

CODE	DESCRIPTION	QUANTITY	UNIT	MATERIAL UNIT	TOTAL MATERIAL	LABOR UNIT	TOTAL LABOR	SUB UNIT	TOTAL SUB	TOTAL
16000	ELECTRICAL	1	LS	0	0	0	0	970	970	970
		0		0	0	0	0	0	0	0
		0		0	0	0	0	0	0	0
SUB TOTALS					0		0		970	970
SALES TAX @ 6 % & PT& I @ 30%					\$0.00		0		0	0
SUB TOTALS					\$0.00		0		970	\$970.00

SUB TOTAL	<u>\$970.00</u>
15% OH & P	<u>\$145.50</u>
TOTAL	<u>\$1,115.50</u>

TOTAL COST FOR THIS WORK IS \$1,115.50

**Duncan Electrical Contracting, Inc.**

9/19/2001

1450 Greene Street, Suite 540  
 Augusta, GA 30901

Subject: Aiken Center for the Performing Arts

Listed below is the cost to install four convenience outlets and four 220 volt 30 amp circuits for the Washington group in the computer room.

**Convenience outlets**

Material:	Misc.				30.00
	1/2" emt	80	@	0.15 per ft	12.00
	1/2" con	10	@	0.22 ea	2.20
	1/2" coup	10	@	0.21 ea	2.10
	4" sq boxes	5	@	0.43 ea	2.15
	F straps	8	@	0.75 ea	6.00
	#12 thhn	450	@	0.038 ea	17.10
	Plates	4	@	1.25 ea	5.00
	Receptacles	4	@	4.35 ea	17.40
	Plaster rings	4	@	1.12 ea	4.48
	Breakers	2	@	11.36 ea	22.72

material total 121.15  
 sales tax 8.48

Labor: 2 men @ 29.37 per hour for 8 hours

129.63  
 234.96

OH&P 364.59  
 91.15

Amount Requested **455.74**

**220 volt outlets**

Material:	Misc.				30.00
	1/2" emt	320	@	0.15 per ft	48.00
	1/2" con	16	@	0.22 ea	3.52
	1/2" coup	32	@	0.21 ea	6.72
	4" sq boxes	8	@	0.43 ea	3.44
	F straps	8	@	0.75 ea	6.00
	# 10 thhn	1280	@	0.054 ea	69.12
	Plates	4	@	1.25 ea	5.00
	Receptacles	4	@	12.79 ea	51.16
	Breakers	4	@	22.56 ea	90.24

material total 313.20  
 sales tax 21.92

Labor: 2 men @ 29.37 per hour for 15 hours

335.12  
 440.55

775.67

OH&P	193.92
	-----
Amount Requested	<b>969.59</b>

If you have any questions or if I may be of any further assistance please do not hesitate to call.

Sincerely,

*James R. Duncan*



**H. G. REYNOLDS COMPANY, INC.**

BUILDING CONTRACTORS SINCE 1948

P.O. Box 2728  
AIKEN, SOUTH CAROLINA 29802  
(803) 641-1401  
FAX # (803) 641-1037

September 28, 2001

Hughes, Beattie, Johnson, Law & Associates  
1075 Brookhaven Drive, South  
Aiken, South Carolina 29803

Attention: George Downs

RE: Aiken Center for the Performing Arts  
RFP #26: Provide and install fans under courtyard and ceiling

Dear George:

Attached, please find the cost for H. G. Reynolds Company to perform the above changes.  
The changes reflect a cost to the owner in the amount of \$2,322.00.

Please advise if you have any questions.

Yours truly,

H. G. REYNOLDS CO. INC.

David Sharpe, Project Manager / *ds*

DS:dh  
enclosures

**CHANGES REQUESTED**

**RFP # 27**

**PROVIDE AND INSTALL FOUR FANS UNDER CANOPY**

9/28/01

**AIKEN CENTER FOR THE PERFORMING ARTS  
AIKEN, SC**

**BUILDING ESTIMATE**

CODE	DESCRIPTION	QUANTITY	UNIT	MATERIAL UNIT	TOTAL MATERIAL	LABOR UNIT	TOTAL LABOR	SUB UNIT	TOTAL SUB	TOTAL
16000	DUNCAN ELECTRIC	1	EA	0	0	0	0	2019	2019	2019
		0		0	0	0	0	0	0	0
		0		0	0	0	0	0	0	0
SUB TOTALS					0		0		2019	2019
SALES TAX @ 6 % & PT& I @ 30%					\$0.00		0		0	0
SUB TOTALS					\$0.00		0		2019	<u>\$2,019.00</u>

SUB TOTAL	<u>\$2,019.00</u>
15% OH & P	<u>\$302.85</u>
TOTAL	<u>\$2,321.85</u>

**TOTAL COST FOR THIS WORK IS \$2,321.85**



## H. G. REYNOLDS COMPANY, INC.

BUILDING CONTRACTORS SINCE 1948

P.O. Box 2728

AIKEN, SOUTH CAROLINA 29802

(803) 641-1401

FAX # (803) 641-1037

September 25, 2001

Hughes, Beattie, Johnson, Law & Associates  
1075 Brookhaven Drive, South  
Aiken, South Carolina 29803

Attention: George Downs

RE: Aiken Center for the Performing Arts  
RFP #26: Provide and install half round copper gutter in courtyard

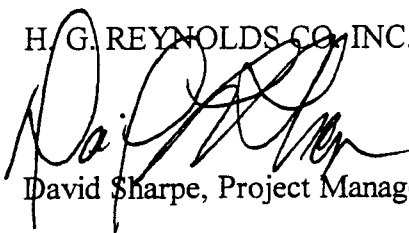
Dear George:

Attached, please find the cost for H. G. Reynolds Company to perform the above changes.  
The changes reflect a cost to the owner in the amount of **\$1,380.00**.

Please advise if you have any questions.

Yours truly,

H. G. REYNOLDS CO. INC.

  
David Sharpe, Project Manager

DS:dh  
enclosures

**CHANGES REQUESTED**

**RFP # 26**

**PROVIDE AND INSTALL HALF-ROUND COPPER GUTTER IN COURTYARD**

9/24/01

**AIKEN CENTER FOR THE PERFORMING ARTS  
AIKEN, SC**

**BUILDING ESTIMATE**

CODE	DESCRIPTION	QUANTITY	UNIT	MATERIAL UNIT	TOTAL MATERIAL	LABOR UNIT	TOTAL LABOR	SUB UNIT	TOTAL SUB	TOTAL
7200	HALF ROUND GUTTER - COPPER	60	LF	6.5	390	9	540	0	0	930
7215	END CAPS	2		10	20	5	10	0	0	30
7220	INSIDE CORNER	1		35	35	10	10	0	0	45
SUB TOTALS					445		560		0	1005
SALES TAX @ 6 % & PT& I @ 30%					\$26.70		168		0	194.7
SUB TOTALS					\$471.70		728		0	<u>\$1,199.70</u>

SUB TOTAL	<u>\$1,199.70</u>
15% OH & P	<u>\$179.96</u>
<b>TOTAL</b>	<u><b>\$1,379.66</b></u>

**TOTAL COST FOR THIS WORK IS \$1,379.66**



## H. G. REYNOLDS COMPANY, INC.

BUILDING CONTRACTORS SINCE 1948

P.O. Box 2728  
AIKEN, SOUTH CAROLINA 29802  
(803) 641-1401  
FAX # (803) 641-1037

October 1, 2001

Hughes, Beattie, Johnson, Law & Associates  
1075 Brookhaven Drive, South  
Aiken, South Carolina 29803

Attention: George Downs

**RE: Aiken Center for the Performing Arts**  
**RFP #28: Provide and install shunt trip breakers and install grates over sump pits**  
**as required by State elevator inspector.**

Dear George:

Attached, please find the cost for H. G. Reynolds Company to perform the above changes. The changes reflect a cost to the owner in the amount of \$2,446.00. ✓

Please advise if you have any questions.

Yours truly,

H. G. REYNOLDS CO. INC.

David Sharpe, Project Manager *idh*

DS:dh  
enclosures

PROVIDE AND INSTALL SHUNT TRIP BREAKERS IN ELEVATOR EQUIPMENT ROOM AND  
WIRE INTO FIRE ALARM  
COURT HOUSE CENTER FOR THE PERFORMING ARTS  
COLUMBIA, SC

9/30/01

BUILDING ESTIMATE

CODE	DESCRIPTION	QUANTITY	UNIT	MATERIAL UNIT	TOTAL MATERIAL	LABOR UNIT	TOTAL LABOR	SUB UNIT	TOTAL SUB	TOTAL
16000	DUNCAN ELECTRIC	1	EA	0	0	0	0	1774	1774	1774
5500	FURNISH AND INSTALL GRATES @ SUMPS	2	EA	105	210	50	100	0	0	310
		0		0	0	0	0	0	0	0
SUB TOTALS					210		100		1774	2084
SALES TAX @ 6 % & PT&I @ 30%					\$12.60		30		0	42.6
SUB TOTALS					\$222.60		130		1774	\$2,126.60

SUB TOTAL \$2,126.60  
 15% OH & P \$318.99  
 TOTAL \$2,445.59

TOTAL COST FOR THIS WORK IS \$2,445.59

**Duncan Electrical Contracting, Inc.**

1450 Greene Street, Suite 540  
Augusta, GA 30901

Subject: Aiken Center for the Performing Arts

Item # 1: Change breakers feeding elevators to shunt trip and tie to fire alarm.

Labor:	2 men @ 44.02 per hour for 12 hours	528.24
Material:	Breakers	697.20
	transformer	34.65
	conduit	46.59
	#12 thhn	36.54
	misc.	76.32
		<hr/>
		1419.54
	OH&P	354.89
		<hr/>
	Amount Requested	<b>1,774.43</b>

If you have any questions or if I may be of any further assistance please do not hesitate to call.

Sincerely,

James R. Duncan

# CHANGE ORDER

AIA DOCUMENT G701

OWNER   
 ARCHITECT   
 CONTRACTOR   
 FIELD   
 OTHER

PROJECT: Aiken Center for the Performing Arts  
 (name, address) 126 Newberry Street  
 Aiken, SC 29801

TO CONTRACTOR:  
 (name, address)  
 H. G. Reynolds Company, Inc.  
 113 Contract Drive  
 Aiken, SC 29801

CHANGE ORDER NUMBER: Ten  
 DATE: 12/17/01  
 ARCHITECT'S PROJECT NO: 9901  
 CONTRACT DATE: July 10, 2000  
 CONTRACT FOR:  
 Aiken Center for the Performing Arts

The Contract is changed as follows:

See Attachment A.

Not valid until signed by the Owner, Architect and Contractor.

The original (Contract Sum) (~~Guaranteed Maximum Price~~) was ..... \$ 1,703,500.00  
 Net change by previously authorized Change Orders ..... \$ 2,230,958.11  
 The (Contract Sum) (~~Guaranteed Maximum Price~~) prior to this Change Order was ..... \$ 3,934,458.11  
 The (Contract Sum) (~~Guaranteed Maximum Price~~) will be (increased) (~~decreased~~)  
 (~~unchanged~~) by this Change Order in the amount of ..... \$ 34,497.00  
 The new (Contract Sum) (~~Guaranteed Maximum Price~~) including this Change Order will be ... \$ 3,968,955.11

The Contract Time will be (~~increased~~) (~~decreased~~) (unchanged) by ( ) days.  
 The date of Substantial Completion as of the date of this Change Order therefore is October 1, 2001.

NOTE: This summary does not reflect changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive.

Hughes, Beattie, O'Neal,  
 Law & Associates, P.C.  
 ARCHITECT  
 1075 Brookhaven Drive  
 Address  
 Aiken, SC 29803

H. G. Reynolds Company, Inc.  
 CONTRACTOR  
 113 Contract Drive  
 Address  
 Aiken, SC 29801

Aiken Corporation  
 City of Aiken  
 OWNER  
 214 Park Avenue  
 Address  
 Aiken, SC 29801

BY [Signature]  
 DATE 1/10/02

BY [Signature]  
 DATE 1/10/02

BY [Signature]  
 DATE 1/15/02



CAUTION: You should sign an original AIA document which has this caution printed in red. An original assures that changes will not be obscured as may occur when documents are reproduced.

# CHANGE ORDER

AIA DOCUMENT G701

OWNER   
 ARCHITECT   
 CONTRACTOR   
 FIELD   
 OTHER

PROJECT: Aiken Center for the Performing Arts  
 (name, address) 126 Newberry Street  
 Aiken, SC 29801

CHANGE ORDER NUMBER: Ten

DATE: 12/17/01

TO CONTRACTOR:  
 (name, address)

ARCHITECT'S PROJECT NO: 9901

H. G. Reynolds Company, Inc.  
 113 Contract Drive  
 Aiken, SC 29801

CONTRACT DATE: July 10, 2000

CONTRACT FOR:  
 Aiken Center for the Performing Arts

The Contract is changed as follows:

*34497 - 1259 = 33238*

See Attachment A.

*#202,765 - 0 Washington - Wash - \$23,838.00  
 (minus 963 + 296/2 = 63)*  
*Playhouse - \$10,659.00  
 (minus 630)*

*Wash = 23208  
 Play = 10029*

**Not valid until signed by the Owner, Architect and Contractor.**

The original (Contract Sum) (~~Guaranteed Maximum Price~~) was ..... \$1,703,500.00  
 Net change by previously authorized Change Orders ..... \$2,230,958.11  
 The (Contract Sum) (~~Guaranteed Maximum Price~~) prior to this Change Order was ..... \$3,934,458.11  
 The (Contract Sum) (~~Guaranteed Maximum Price~~) will be (increased) (~~decreased~~)  
 (~~unchanged~~) by this Change Order in the amount of ..... \$ 34,497.00  
 The new (Contract Sum) (~~Guaranteed Maximum Price~~) including this Change Order will be .. \$3,968,955.11

The Contract Time will be (~~increased~~) (~~decreased~~) (unchanged) by ( ) days.  
 The date of Substantial Completion as of the date of this Change Order therefore is **October 1, 2001.**

NOTE: This summary does not reflect changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive.

Hughes, Beattie, O'Neal,  
 Law & Associates, P.C.  
 ARCHITECT  
 1075 Brookhaven Drive  
 Address  
 Aiken, SC 29803

H. G. Reynolds Company, Inc.  
 CONTRACTOR  
 113 Contract Drive  
 Address  
 Aiken, SC 29801

*Aiken Corp*  
 City of Aiken  
 OWNER  
 214 Park Avenue  
 Address  
 Aiken, SC 29801

BY *[Signature]*  
 DATE *1/10/02*

BY *[Signature]*  
 DATE *1/10/02*

BY *Wade M. Broder*  
 DATE *1/12/02*



**CAUTION: You should sign an original AIA document which has this caution printed in red. An original assures that changes will not be obscured as may occur when documents are reproduced.**

Attachment A

Change Order Number 10  
Aiken Center for the Performing Arts

RFP #21	Furnish and install exterior signage and logo.	\$15,422.00
RFP #29	Provide and install new cabinets for oven as requested by the Washington Group.	1,972.00
RFP #30	Provide and install mud set bed for Rooms 140, 100L, and 101 in lieu of thinset.	4,266.00
RFP #31	Adjust allowance for ticket window and change door 200D-4 from a 3070 to 3080 w/sidelight. Transom frame change aluminum frames from dark bronze to medium bronze.	3,016.00
RFP #32	Provide and install cabinet changes as requested by the Washington Group.	5,025.00
RFP #33	Provide and install UL rated door and frame as directed by State elevator inspector.	846.00
RFP #34	Change light lens type fixtures with parabolic lenses.	1,613.00
RFP #35	Add UL rated door at 100A and misc. changes.	3,445.00
RFP #36	Make changes to Board Room to accommodate the audio visual equipment.	5,529.00
RFP #37	Make plumbing changes – water to rock garden waste and water to ice machines.	4,843.00
RFP #38	Make changes to executive suite per Washington Group: Add door at reception, change two doors to full glass doors, and add insulation to certain offices on 2 <sup>nd</sup> floor.	3,923.00
RFP #43	Install Catwalks in Auditorium.	21,000.00
RFP #44	Install wall on Marquee.	<u>3,270.00</u>
	<b>Total</b>	<b>\$74,170.00</b>

Attachment A  
Change Order No. Ten  
Page 2

RFP #15	Emergency management conduit (Credit)	-2,924.00	
RFP #39	Furnish hardware allowance adjustment. (Credit)	-16,162.00	
RFP #40	Contingency allowance adjustment. (Credit)	-5,000.00	
RFP #41	Adjust contingency allowance for residential equipment. (Credit)	-1,633.00	
RFP # 42	Allowance adjustment on Projection Screens and Marker Boards (Credit)	-13,954.00	
	<b>Total Credit</b>		<b><u>-\$39,673.00</u></b>
	<b>TOTAL C.O. AMT.</b>		<b>\$34,497.00</b>

**CHANGES REQUESTED**

**RFP # 21**

**FURNISH AND INSTALL EXTERIOR SIGNAGE**

**LETTERS AND LOGOS**

**AIKEN CENTER FOR THE PERFORMING ARTS**

**AIKEN, SC**

**DATE: 8/29/01**

**BUILDING ESTIMATE**

CODE	DESCRIPTION	QUANTITY	UNIT	MATERIAL UNIT	TOTAL MATERIAL	LABOR UNIT	TOTAL LABOR	SUB UNIT	TOTAL SUB	TOTAL
10300	10" CAST BRONZE LETTERS	36	SET	0	4380	15	540	0	0	4920
10310	39" BRONZE LOGO WITH LETTERS	1	SET	0	3629	500	500	0	0	4129
10320	27" BRONZE LOGO WITH LETTERS	1	SET	0	2015	500	500	0	0	2515
10400	SNORKEL LIFT	1	WK	0	0	0	0	800	800	800
SUB TOTALS					10024		1540		800	12364
SALES TAX @ 6 % & PT& I @ 30%					\$601.44		462		0	1063.44
SUB TOTALS					\$10,625.44		2002		800	\$13,427.44

SUB TOTAL	<u>\$13,427.44</u>
15% OH & P	<u>\$2,014.12</u>
TOTAL	<u>\$15,441.56</u>

**TOTAL COST FOR THIS WORK IS \$15,441.56**

**CHANGES REQUESTED**

**RFP # 29**

**PROVIDE AND INSTALL NEW CABINET FOR OVEN AS REQUESTED BY WASHINGTON GROUP**

10/26/01

**AIKEN CENTER FOR THE PERFORMING ARTS  
AIKEN, SC**

**BUILDING ESTIMATE**

CODE	DESCRIPTION	QUANTITY	UNIT	MATERIAL UNIT	TOTAL MATERIAL	LABOR UNIT	TOTAL LABOR	SUB UNIT	TOTAL SUB	TOTAL
6600	AUGUSTA SASH & DOOR	1	EA	0	0	0	0	1715	1715	1715
		0	EA	0	0	0	0	0	0	0
		0	EA	0	0	0	0	0	0	0
		0		0	0	0	0	0	0	0
<b>SUB TOTALS</b>					0		0		1715	1715
<b>SALES TAX @ 6 % &amp; PT&amp;I @ 30%</b>					\$0.00		0		0	0
<b>SUB TOTALS</b>					\$0.00		0		1715	\$1,715

SUB TOTAL	<u>\$1,715</u>
15% OH & P	<u>\$257.25</u>
<b>TOTAL</b>	<u><b>\$1,972</b></u>

**TOTAL COST FOR THIS WORK IS \$1,972.25**

**CHANGES REQUESTED**

**RFP # 30**

**PROVIDE AND INSTALL MUD SET BED FOR 140, 100L AND 101 IN LIEU OF THINSET.**

10/15/01

**AIKEN CENTER FOR THE PERFORMING ARTS**

**AIKEN, SC**

**BUILDING ESTIMATE**

CODE	DESCRIPTION	QUANTITY	UNIT	MATERIAL UNIT	TOTAL MATERIAL	LABOR UNIT	TOTAL LABOR	SUB UNIT	TOTAL SUB	TOTAL
9300	DAVID ALLEN CO.	1	LS	0	0	0	0	3968	3968	3968
		0	EA	0	0	0	0	0	0	0
		0	EA	0	0	0	0	0	0	0
		0		0	0	0	0	0	0	0
<b>SUB TOTALS</b>					0		0		3968	3968
SALES TAX @ 6 % & PT& I @ 30%					\$0.00		0		0	0
<b>SUB TOTALS</b>					<b>\$0.00</b>		<b>0</b>		<b>3968</b>	<b>\$3,968</b>

<b>SUB TOTAL</b>	<u><b>\$3,968</b></u>
<b>7.5% OH &amp; P</b>	<u><b>\$297.60</b></u>
<b>TOTAL</b>	<u><u><b>\$4,266</b></u></u>

**TOTAL COST FOR THIS WORK IS \$4,266**

**CHANGES REQUESTED**

**RFP # 31**

**ADJUST TICKET WINDOW ALLOWANCE FOR ACTUAL COSTS**

**CHANGE DOOR 200D-4 FROM A 3070 TO A 3080**

10/26/01

**CHANGE ALUMINUM FRAMES FROM DARK BRONZE TO MEDIUM BRONZE**

**AIKEN CENTER FOR THE PERFORMING ARTS**

**AIKEN, SC**

**BUILDING ESTIMATE**

CODE	DESCRIPTION	QUANTITY	UNIT	MATERIAL UNIT	TOTAL MATERIAL	LABOR UNIT	TOTAL LABOR	SUB UNIT	TOTAL SUB	TOTAL
8800	TICKET WINDOW ( ADJUST ALLOWANCE)	1	LS	0	0	0	0	-750	-750	-750
8801	TICKET WINDOW COSTS	1	LS	0	0	0	0	1058	1058	1058
8802	CHANGE DOOR 200D-4 TO 3080	1	LS	0	0	0	0	415	415	415
8803	CHANGE ALUMINUM FRAMES FORM DARK BRONZE TO MEDIUM BRONZE	1	LS					1900	1900	1900
		0		0	0	0	0	0	0	0
SUB TOTALS					0		0		2623	2623
SALES TAX @ 6 % & PT& I @ 30%					\$0.00		0		0	0
SUB TOTALS					\$0.00		0		2623	\$2,623

SUB TOTAL	<u>\$2,623</u>
15% OH & P	<u>\$393.45</u>
TOTAL	<u>\$3,016</u>

**TOTAL COST FOR THIS WORK IS \$3,016**

**CHANGES REQUESTED**

**RFP # 32**

**PROVIDE AND INSTALL CABINET CHANGES AS REQUESTED BY WASHINGTON GROUP  
 REMOVE BASE CABINETS IN BOTH WORKROOMS AND ADD BASE  
 MODIFY COFFEE CABINET IN ROOM 200K  
 AIKEN CENTER FOR THE PERFORMING ARTS  
 AIKEN, SC**

10/29/01

**BUILDING ESTIMATE**

CODE	DESCRIPTION	QUANTIT	UNIT	MATERIAL UNIT	TOTAL MATERIAL	LABOR UNIT	TOTAL LABOR	SUB UNIT	TOTAL SUB	TOTAL
6200	MODIFY CABINETS IN WORKROOMS	1	LS	0	0	0	0	1000	1000	1000
9650	INSTALL CARPET AT CABINET REMOVAL	1	LS	0	0	0	0	125	125	125
9250	PATCH AND PAINT WALLS AT CABINET DEMO	1	LS	0	0	0	0	200	200	200
6210	ADD MICROWAVE CABINET	1	LS	0	0	0	0	253	253	253
6220	MODIFY COFFEE CABINET IN ROOM 200K	1	LS	0	0	0	0	497	497	497
6230	ADD COFFEE STATION IN ROOM 224	1	LS			0	0	952	952	952
	CLEANUP	6	HRS			12	72			
15300	PLBG- INSTALL FAUCET & SINK @ 200K	1	LS					245	245	245
15300	PLUMBING - REINSTALL LAV & FAUCETS	1	LS					424	424	424
15301	PLBG - RUN WATER TO OWNER FURN COFFEE STA.	1	LS	0	0	0	0	580	580	580
SUB TOTALS					0		72		4276	4348
SALES TAX @ 6 % & PT& I @ 30%					\$0.00		21.6		0	21.6
		SUB TOTALS			\$0.00		93.6		4276	\$4,370

SUB TOTAL	<u>\$4,370</u>
15% OH & P	<u>\$655.44</u>
TOTAL	<u>\$5,025</u>

TOTAL COST FOR THIS WORK IS: \$5,025

**CHANGES REQUESTED**

**RFP # 33**

**PROVIDE A UL LABEL DOOR AND FRAME AT ELEVATOR EQUIPMENT ROOM ON FIRST FLOOR AS  
 REQUIRED BY ELEVATOR INSPECTOR  
 AIKEN CENTER FOR THE PERFORMING ARTS  
 AIKEN, SC**

10/29/01

**BUILDING ESTIMATE**

CODE	DESCRIPTION	QUANTITY	UNIT	MATERIAL UNIT	TOTAL MATERIAL	LABOR UNIT	TOTAL LABOR	SUB UNIT	TOTAL SUB	TOTAL
8200	BIRCH WOOD DOOR	1	EA	350	350	96	96	0	0	446
9900	STAIN AND FINISH DOOR	1	EA	25	25	112	112	0	0	137
8100	LABEL FRAME	1	EA		0	0	0	68	68	68
		0		0	0	0	0	0	0	0
		0		0	0	0	0	0	0	0
		0				0	0	0	0	0
		0		0	0	0	0	0	0	0
<b>SUB TOTALS</b>				0	375	0	208	0	68	651
SALES TAX @ 6 % & PT& I @ 30%					\$22.50		62.4		0	84.9
				<b>SUB TOTALS</b>	<b>\$397.50</b>		<b>270.4</b>		<b>68</b>	<b>\$736</b>

SUB TOTAL	<u>\$736</u>
15% OH & P	<u>\$110.39</u>
TOTAL	<u>\$846</u>

**TOTAL COST FOR THIS WORK IS \$846**



**Duncan Electrical Contracting, Inc.**

1450 Greene Street, Suite 540  
Augusta, GA 30901

#####

Subject: Aiken Center for the Performing Arts

Listed below is the cost to replace lens type fixtures with parabolic.

Material:	Misc.				30.00
	Parabolic	8	@	72.50 ea	580.00
	Lamps	16	@	6.85 ea	109.60
					<hr/>
				material total	719.60
				sales tax	50.37
					<hr/>
					769.97
Labor:	2 men @ 29.37 per hour for 8 hours				352.40
					<hr/>
					1,122.37
				OH&P	280.50
					<hr/>
				Amount Requested	1,402.87

If you have any questions or if I may be of any further assistance please do not hesitate to call.

Sincerely,

James R. Duncan

**CHANGES REQUESTED**

**RFP # 35**

**ADD UL RATED DOOR AND FRAME 100A TO CORRIDOR 100K  
 FRAME , HANG AND FINISH DROP BULKHEAD IN CORRIDOR 200D GOING INTO LOBBY  
 AIKEN CENTER FOR THE PERFORMING ARTS  
 AIKEN, SC**

10/29/01

**BUILDING ESTIMATE**

CODE	DESCRIPTION	QUANTITY	UNIT	MATERIAL UNIT	TOTAL MATERIAL	LABOR UNIT	TOTAL LABOR	SUB UNIT	TOTAL SUB	TOTAL
8200	HOLLOW METAL FRAME	1	EA	180	180	50	50	0	0	230
8250	ADD ONE PREFINISHED WOOD DOOR	1	EA	785	785	100	100	0	0	885
9250	FRAME IN DOOR FRAME	1	EA		0	0	0	87	87	87
9250	FRAME & HANG BULKHEAD AT CORR. 200D	1	LS	0	0	0	0	217	217	217
9275	INSTALL STUCCO PANELS IN COURTYARD	1	LS	0	0	0	0	83	83	83
9290	INSTALL CEILING IN ELECTRICAL 221	1	LS			0	0	176	176	176
9291	FRAMED, HANG DW AROUND COL. VEST 140	1	LS					198	198	198
9292	INSTALL STEPDOWN AT CLG FOR EIFS REAR ENT	1	LS					811	811	811
9293	INSTALL CEILING BETWEEN 235 & 236	1	LS	0	0	0	0	206	206	206
SUB TOTALS					965		150		1778	2893
SALES TAX @ 6 % & PT& I @ 30%					\$57.90		45		0	102.9
SUB TOTALS					\$1,022.90		195		1778	\$2,996

SUB TOTAL \$2,996  
 15% OH & P \$449.39  
 TOTAL \$3,445

TOTAL COST FOR THIS WORK IS \$3,445

**CHANGES REQUESTED**

**RFP # 36**

**MAKE CHANGES IN BOARDROOM AND LIBRARY TO ACCOMMODATE THE AUDIO VISUAL CHANGES**

10/29/01

**AIKEN CENTER FOR THE PERFORMING ARTS**

**AIKEN, SC**

**BUILDING ESTIMATE**

CODE	DESCRIPTION	QUANTITY	UNIT	MATERIAL UNIT	TOTAL MATERIAL	LABOR UNIT	TOTAL LABOR	SUB UNIT	TOTAL SUB	TOTAL
6200	CABINETS	1	LS	0	0	0	0	2567	2567	2567
16000	ELECTRICAL	1	EA	0	0	0	0	1095	1095	1095
9250	REWORK FRAMING AND SHEETROCK	1	LS	0	0	0	0	527	527	527
15400	REWORK FIRE SPRINKLER PIPING	1	LS	0	0	0	0	395	395	395
	REWORK CEILING	1	LS	0	0	0	0	120	120	120
	CLEAN UP	8	HRS			10	80	0	0	110
		1	LS					0	0	
		1	LS					0	0	
		1	LS	0	0	0	0	0	0	0
<b>SUB TOTALS</b>					0		80		4704	4784
<b>SALES TAX @ 6 % &amp; PT&amp; I @ 30%</b>					\$0.00		24		0	24
<b>SUB TOTALS</b>					\$0.00		104		4704	\$4,808

**SUB TOTAL** \$4,808  
**15% OH & P** \$721.20  
**TOTAL** \$5,529

**TOTAL COST FOR THIS WORK IS \$5,529**

**CHANGES REQUESTED**

RFP # 37

MAKE PLUMBING CHANGES AS REQUESTED BY OWNER

1- WATER TO ROCK GARDEN

2- RUN WASTE AND WATER TO ICE MACHINES

AIKEN CENTER FOR THE PERFORMING ARTS

AIKEN, SC

10/29/01

**BUILDING ESTIMATE**

CODE	DESCRIPTION	QUANTITY	UNIT	MATERIAL UNIT	TOTAL MATERIAL	LABOR UNIT	TOTAL LABOR	SUB UNIT	TOTAL SUB	TOTAL
15300	PLUMBING - WATER PIPE TO ROCK GARDEN	1	LS	0	0	0	0	2581	2581	2581
15310	PLBG - RUN WASTE AND WATER TO ICE MAC	1	LS	0	0	0	0	1630	1630	1630
		0	LS		0	0	0	0	0	0
		0	LS					0	0	
		0	LS					0	0	
		0	LS	0	0	0	0	0	0	0
SUB TOTALS					0		0		4211	4211
SALES TAX @ 6 % & PT& I @ 30%					\$0.00		0		0	0
SUB TOTALS					\$0.00		0		4211	\$4,211

SUB TOTAL	<u>\$4,211</u>
15% OH & P	<u>\$631.65</u>
TOTAL	<u>\$4,843</u>

TOTAL COST FOR THIS WORK IS **\$4,843**

**CHANGES REQUESTED**

**RFP # 38**

**MAKE CHANGES TO EXECUTIVE SUITE PER WASHINGTON GROUP**

**ADD DOOR 101REV AT RECEPTION**

**CHANGE TWO DOORS TO FULL GLASS WOOD DOORS**

**ADD INSULATION TO WALLS IN CERTAIN OFFICES**

**AIKEN CENTER FOR THE PERFORMING ARTS**

**AIKEN, SC**

10/29/01

**BUILDING ESTIMATE**

CODE	DESCRIPTION	QUANTITY	UNIT	MATERIAL UNIT	TOTAL MATERIAL	LABOR UNIT	TOTAL LABOR	SUB UNIT	TOTAL SUB	TOTAL
8110	ADD DOOR FRAME 101REV	1	EA	180	180	50	50	0	0	230
8200	ADD PREFINISHED WOOD DOOR	1	EA	785	785	75	75	0	0	860
8210	CHANGE TWO DOORS TO GLASS WOOD DR	2	EA	433	866	0	0	0	0	866
9250	ADD INSULATION TO OFFICES	1	LS					1308	1308	1308
		0	LS					0	0	
		0	LS	0	0	0	0	0	0	0
<b>SUB TOTALS</b>					<b>1831</b>		<b>125</b>		<b>1308</b>	<b>3264</b>
<b>SALES TAX @ 6 % &amp; PT&amp; I @ 30%</b>					<b>\$109.86</b>		<b>37.5</b>		<b>0</b>	<b>147.36</b>
<b>SUB TOTALS</b>					<b>\$1,940.86</b>		<b>162.5</b>		<b>1308</b>	<b>\$3,411</b>

SUB TOTAL \$3,411  
 15% OH & P \$511.70  
 TOTAL \$3,923

TOTAL COST FOR THIS WORK IS \$3,923

**CHANGES REQUESTED**

**RFP # 39**

**ALLOWANCE ADJUSTMENT ON FINISH HARDWARE**

10/29/01

**AIKEN CENTER FOR THE PERFORMING ARTS  
AIKEN, SC**

**BUILDING ESTIMATE**

CODE	DESCRIPTION	QUANTITY	UNIT	MATERIAL UNIT	TOTAL MATERIAL	LABOR UNIT	TOTAL LABOR	SUB UNIT	TOTAL SUB	TOTAL
8750	HARDWARE ALLOWANCE	1	LS	0	0	0	0	-65000	-65000	-65000
8751	TOTAL COST FOR HARDWARE	1	LS	0	0	0	0	48838	48838	48838
		0	EA	0	0	0	0	0	0	0
		0	LS	0	0	0	0	0	0	0
SUB TOTALS					0		0		-16162	-16162
SALES TAX @ 6 % & PT& I @ 30%					\$0.00		0		0	0
SUB TOTALS					\$0.00		0		-16162	<u><u>-\$16,162</u></u>

SUB TOTAL -\$16,162  
 \$0.00  
 TOTAL -\$16,162

**TOTAL CREDIT FOR THIS WORK IS -\$16,162**

CHANGES REQUESTED

RFP # 40

ALLOWANCE ADJUSTMENT ON ARCHITECTS CONTINGENCY

10/29/01

AIKEN CENTER FOR THE PERFORMING ARTS  
AIKEN, SC

BUILDING ESTIMATE

CODE	DESCRIPTION	QUANTITY	UNIT	MATERIAL UNIT	TOTAL MATERIAL	LABOR UNIT	TOTAL LABOR	SUB UNIT	TOTAL SUB	TOTAL
17000	CONTINGENCY ALLOWANCE	1	LS	0	0	0	0	-5000	-5000	-5000
		0	LS					0	0	
		0	LS	0	0	0	0	0	0	0
SUB TOTALS					0		0		-5000	-5000
SALES TAX @ 6 % & PT& I @ 30%					\$0.00		0		0	0
SUB TOTALS					\$0.00		0		-5000	<u><u>-\$5,000</u></u>

SUB TOTAL	<u><u>-\$5,000</u></u>
	<u>\$0.00</u>
TOTAL	<u><u>-\$5,000</u></u>

TOTAL CREDIT FOR THIS WORK IS -\$5,000

**CHANGES REQUESTED**

**RFP # 41**

**ALLOWANCE ADJUSTMENT ON RESIDENTIAL EQUIPMENT**

10/29/01

**AIKEN CENTER FOR THE PERFORMING ARTS**

**AIKEN, SC**

**BUILDING ESTIMATE**

CODE	DESCRIPTION	QUANTITY	UNIT	MATERIAL UNIT	TOTAL MATERIAL	LABOR UNIT	TOTAL LABOR	SUB UNIT	TOTAL SUB	TOTAL
12100	EQUIPMENT ALLOWANCE	1	LS	0	0	0	0	-8000	-8000	-8000
12110	COSTS OF ICE MAKERS	2	EA	0	0	0	0	2383.5	2383.5	2384
12120	LOWES INVOICES	1	LS	0	0	0	0	3983.22	3983.22	3983
		1	LS					0	0	0
		0	LS					0	0	0
		0	LS	0	0	0	0	0	0	0
SUB TOTALS					0	0	0		-1633.28	-1633.28
SALES TAX @ 6 % & PT& I @ 30%					\$0.00		0		0	0
SUB TOTALS					\$0.00		0		-1633.28	<u><u>-\$1,633</u></u>

SUB TOTAL	<u><u>-\$1,633</u></u>
	<u>\$0.00</u>
TOTAL	<u><u>-\$1,633</u></u>

TOTAL CREDIT FOR THIS WORK IS **-\$1,633**

**CHANGES REQUESTED**

**RFP # 42**

**ALLOWANCE ADJUSTMENT ON PROJECTION SCREENS & MARKER BOARDS**

12/11/01

**AIKEN CENTER FOR THE PERFORMING ARTS  
AIKEN, SC**

**BUILDING ESTIMATE**

CODE	DESCRIPTION	QUANTITY	UNIT	MATERIAL UNIT	TOTAL MATERIAL	LABOR UNIT	TOTAL LABOR	SUB UNIT	TOTAL SUB	TOTAL
10100	PROJECTION SCREEN ALLOWANCE	1	LS	0	0	0	0	-20000	-20000	-20000
10101	COSTS OF PROJECTION SCREENS	2	EA	3990	3990	0	0	0	0	3990
9250	REWORK CEILING IN BREAKROOM & SUPPOR	1	LS	125	125	280	280	120	120	525
16000	ELECTRICAL	1	LS					1200	1200	1200
		0	LS					0	0	0
		0	LS	0	0	0	0	0	0	0
<b>SUB TOTALS</b>					<b>4115</b>		<b>280</b>		<b>-18680</b>	<b>-14285</b>
<b>SALES TAX @ 6 % &amp; PT&amp; I @ 30%</b>					<b>\$246.90</b>		<b>84</b>		<b>0</b>	<b>330.9</b>
<b>SUB TOTALS</b>					<b>\$4,361.90</b>		<b>364</b>		<b>-18680</b>	<b>-\$13,954</b>

**SUB TOTAL** -\$13,954  
**TOTAL** \$0.00  
-\$13,954

**TOTAL CREDIT FOR THIS WORK IS -\$13,954**

**CHANGES REQUESTED  
RFP # 43**

**INSTALL CATWALKS IN AUDITORIUM, INSTALL WALL ON MARQUI  
AIKEN CENTER FOR THE PERFORMING ARTS  
AIKEN, SC**

10/29/01

**BUILDING ESTIMATE**

CODE	DESCRIPTION	QUANTITY	UNIT	MATERIAL UNIT	TOTAL MATERIAL	LABOR UNIT	TOTAL LABOR	SUB UNIT	TOTAL SUB	TOTAL
16000	CATWALKS	1	LS	0	0	0	0	21000	21000	21000
1400				0	0	0	0	0	0	0
SUB TOTALS					0		0		21000	21000
SALES TAX @ 6 % & PT&I @ 30%					\$0.00		0		0	0
SUB TOTALS					\$0.00		0		21000	\$21,000

SUB TOTAL	<u>\$21,000</u>
	<u>\$0.00</u>
TOTAL	<u>\$21,000</u>

**TOTAL CREDIT FOR THIS WORK IS \$21,000**

**CHANGES REQUESTED  
RFP # 44**

**INSTALL WALL ON MARQUI  
AIKEN CENTER FOR THE PERFORMING ARTS  
AIKEN, SC**

12/11/01

**BUILDING ESTIMATE**

CODE	DESCRIPTION	QUANTITY	UNIT	MATERIAL UNIT	TOTAL MATERIAL	LABOR UNIT	TOTAL LABOR	SUB UNIT	TOTAL SUB	TOTAL
1400	INSTALL WALL ON MARQUI			0	0	0	0	0	0	0
	STEEL CLIPS & ANGLES	1	LS	540	540	200	200	0	0	740
	METAL STUD FRAMING	1	LS			0		325	325	325
	METAL SIDING	1	LS	285	285	120	120	0	0	405
	WOOD BLOCKING	1	LS	112	112	120	120	0	0	232
	PAINTING	1	LS	200	200	360	360	0	0	560
	METAL CAP	1	EA	0	0	0	0	700	700	700
SUB TOTALS					1137		800		1025	2982
SALES TAX @ 6 % & PT&I @ 30%					\$68.22		240		0	308.22
SUB TOTALS					\$1,205.22		1040		1025	\$3,270

SUB TOTAL \$3,270  
 \$0.00  
 TOTAL \$3,270

TOTAL CREDIT FOR THIS WORK IS \$3,270

Richard Pearce

2000 EDITION

AIA DOCUMENT G701-2000

Change Order

(Instructions on reverse side)

PROJECT: (Name and address)
Aiken Center for the Performing Arts
126 Newberry St., Aiken, SC

CHANGE ORDER NUMBER: Eleven
DATE: March 26, 2002
ARCHITECT'S PROJECT NUMBER: 9901
CONTRACT DATE: July 10, 2000
CONTRACT FOR: Aiken Center for the Performing Arts

- OWNER [ ]
ARCHITECT [ ]
CONTRACTOR [ ]
FIELD [ ]
OTHER [ ]

TO CONTRACTOR: (Name and address)
H. G. Reynolds Company, Inc.
113 Contract Drive
Aiken, SC 29801

THE CONTRACT IS CHANGED AS FOLLOWS:
(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives.)

Upfitting of theater as shown on Drawings (See Attachment A).

The original (Contract Sum) (Guaranteed Maximum Price) was \$ 1,703,500.00
The net change by previously authorized Change Orders \$ 2,265,455.11
The (Contract Sum) (Guaranteed Maximum Price) prior to this Change Order was \$ 3,968,955.11
The (Contract Sum) (Guaranteed Maximum Price) will be (increased) (decreased) (unchanged) by this Change Order in the amount of \$ 1,472,903.00
The new (Contract Sum) (Guaranteed Maximum Price) including this Change Order will be \$ 5,441,858.11
The Contract Time will be (increased) (decreased) (unchanged) by three hundred seventy nine ( 379 ) days.
The date of Substantial Completion as of the date of this Change Order therefore is October 15, 2002.

NOTE: This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive for which the cost or time are in dispute as described in Subparagraph 7.3.8 of AIA Document A201.

Not valid until signed by the Architect, Contractor and Owner.

Hughes, Beattie, O'Neal,
Law & Associates
ARCHITECT (Typed name)
[Signature]

H. G. Reynolds
Company, Inc.
CONTRACTOR (Typed name)
[Signature]

Aiken Corporation
OWNER (Typed name)
[Signature]



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AIA DOCUMENT G701-2000
CHANGE ORDER

McDonald Law
BY
4/4/02
DATE

David Sharpe
BY
4/4/02
DATE

Wade Brodie
BY
4/8/02
DATE

**Attachment A**

Aiken Center for the Performing Arts  
Change Order No. Eleven  
March 26, 2002

**Architectural Drawings Dated March 26, 2002**

T-1  
A-2.1  
A-2.2  
A-3.1  
A-3.2  
A-4.1  
A-5.1  
A-5.2  
A-7.1  
A-8.1  
A-9.1  
A-9.2  
A-10.1  
A-12.1  
A-12.2  
A-12.3

**Structural Drawings Dated September 20, 2001**

S-1.3  
S-2.8  
S-2.13

**Mechanical Drawings Dated May 2, 2001**

M-1.0  
M-1.1  
M-1.2  
M-2.0 (Delete 60 ton chiller and replace with one Trane indoor central station air handler unit,  
Model MCCA035, and one Trane air-cooled condensing unit, Model RAUCC60EE)  
M-3.0  
M-3.1

**Plumbing Drawings Dated May 2, 2001**

P-1.0  
P-1.1

**Electrical Drawings Dated May 1, 2001**

E-1  
E-2  
E-3  
E-4  
E-5  
E-6  
E-7  
E-8

## **Management Review**

### **Trace and document the project:**

1. Originally a stand alone building for the playhouse with city support at \$1.5 million and the remaining funding of \$400,000 to \$450,000 from the Playhouse campaign. The project management was to come from the playhouse with assistance from Aiken Corporation. Approval process would have solely rested with the Playhouse.
2. In May 1999 the city of Aiken authorized the purchase of the property for the building of the new playhouse through Aiken Corporation.
3. In November 2000 talks began with Westinghouse concerning the location of their corporate headquarters at a joint facility on Newberry Street. The proposal was to co-locate their facility with a center for the performing arts, which would be used by the playhouse group.
4. In early 2000 the City discussed this in executive session and asked the Aiken Corporation to consider the construction of the office building for the Westinghouse Corporation.
5. In the spring of 2000 an architect was hired by the city to design the plans for the building and to work with Aiken Corporation on the total building. The project was put on a fast track to open the facility to the newly named Washington Group as soon as possible. This required designing and building the project in three phases with the first phase to begin by early summer and the project to be overseen by Aiken Corporation.
6. The City Council in May 2000 approved a \$3.5 million loan to Aiken Corporation and approved a memorandum of understanding with the playhouse board on the joint use of the facility.
7. With the upgraded facility the playhouse revised their fund raising goal to \$1.6 million.

### **Playhouse Project Management**

1. The City under the immediate direction of Larry Morris will provide management for the interior upgrade of the playhouse.

2. The playhouse has provided a \$50,000 contingency to allow for any changes that might be necessary in this phase. Otherwise any changes over the funding levels authorized by City Council would need to receive their formal approval.
3. Weekly meetings with the contractor, playhouse, Aiken Corporation and the architect will be held to discuss any possible changes.
4. A written report will be sent at least monthly to council and this will be given quarterly to council at a work session.
5. Larry Morris held the first meeting with the project team last week.

## Management Audit Responses

### **Relationship between Aiken Development Corporation and the City of Aiken:**

I have no specific knowledge of the financial or legal relationship between the City of Aiken and the Aiken Corporation.

### **Original project definition (see project timeline for project's origin):**

Determine feasibility of renovating existing downtown movie theatre for community playhouse.

If not feasible, design new theatre facility to be located at Newberry Street site.

Analysis of existing theatre identified deficiencies in renovation option.

Design for new structure located on site of existing theatre included approx. 22,000 SF, with construction cost of \$1,942,600, including equipment. Total project cost - \$2,370,000.

Recommend additional property purchase to include existing two one-story office buildings and vacant lot adjacent to theatre (Holley property).

**Funding:** City of Aiken (\$1,500,000) ACP, Accommodations Tax, sale of existing building.

**Schedule:** (+/- 16 months Design/Construction)

**Reviewing authority:** Playhouse Committee, ADDA, City of Aiken (Full time project manager ordinarily not utilized for projects less than \$10 million).

### **Change to Project Definition:**

Determine feasibility of locating new two-story office space on parcel north of theatre. T-shaped theatre layout did not allow adequate office space without modification to floor plan. Floor plan was modified to allow approx. 18,000 SF two-story office space. This required the purchase of an additional lot with improvements on Chesterfield Street for theatre workshop wing (Babb property).

Construction cost estimate provided in March, 2000, by professional estimator after completion of Schematic Design - \$5,723,000 (includes \$227,000 for stage equipment).

**Funding:** City of Aiken, ACP (\$1,600,000) Accommodations Tax, sale of existing building.

**Schedule:**

A traditional design and construction process for a 38,000 SF property would require approximately 24 months (6 months design/bid, 18 months construction). Office building

tenants needed occupancy in 18 months, requiring "fast-track" design and construction. Project would be bid in five separate packages, with three phases of construction: building shell, office upfit, and theatre upfit. By bidding reinforcing steel and structural steel in June, 2000, before the building shell, steel could be fabricated and ready for erection at award of Building Shell Contract. Construction of Phase I Building Shell began in September, 2000. Office Upfit Design package was completed in January, 2001, and construction of Phase II was completed in October, 2001. Phase III theatre upfit design drawings were completed in January, 2002.

**Proposed and authorized by:** City of Aiken, City Manager's Office.

Construction cost estimate for the building, excluding equipment, after completion of Schematic Design was \$5,496,000. The actual building cost will be \$5,891,190. The cost estimate for the theatre portion of the building was \$2,870,758. The actual building cost for the theatre will be \$2,972,056.

Changes proposed by Washington Group were approved by Aiken Corporation. Costs of these changes are included in Washington Group building lease.

These changes were incorporated in a timely manner and did not impact the completion date.

**Other changes:**

After re-design to include Office Space for the Washington Group, there was no change in project definition.

At this time, the Aiken Corporation was assigned responsibility for review and approval of construction for the project, along with the Department of Public Works and Engineering. Wade Brodie provided day to day project oversight.

Because of the "fast-track" approach, all subsequent phases of work after the Building Shell contract was awarded are incorporated as changes to the original contract. These were handled by Change Order only with approval by Contractor, Architect, and Owner's representative.

Most of this work was part of the original scope and was included in the original cost estimate. Changes not included in the original scope which had an impact on the construction cost were:

- Reversing flow of stormwater piping from Newberry Street catch basin to Chesterfield St. \$31,872 increase to construction contract, as well as other costs for off-site infrastructure. Schedule impact – add approximately 45 days.  
**Proposed by:** City Engineer, Director of Public Works.  
**Approved by:** Wade Brodie, Aiken Corporation.

- Additional electrical and phone/data receptacles for office space:  
\$7,572 increase. No schedule impact.  
**Proposed by:** Steve Muller, Washington Group.  
**Approved by:** Wade Brodie, Aiken Corporation.
- Add wood trim in first floor office corridor to upgrade first floor office space.  
\$5,516 increase. No schedule impact.  
**Proposed by:** McDonald Law.  
**Approved by:** Steve Muller, Washington Group and Wade Brodie, Aiken Corporation.
- Upgrade dimming system (allows tie-in of Lobby to Theatre house lights)  
\$6,756 increase. Add 15 days to Contract.  
**Proposed by:** Phil Porter, Aiken Community Playhouse.  
**Approved by:** Wade Brodie, Aiken Corporation.
- Upgrade Lobby tile.  
\$1,142 increase. No schedule change. Shared costs, WG/ACP.  
**Proposed by:** McDonald Law  
**Approved by:** Wade Brodie
- Add receptacles to computer room, change reception counter, modify casework in  
Workroom and Executive Suite.  
\$23,889 increase. No schedule impact.  
**Proposed by:** Steve Muller, WGI.  
**Approved by:** Wade Brodie, Aiken Corporation.
- Provide grates over elevator sump pits and add shunt trip breakers for elevators.  
\$2,446 increase. No schedule change. Shared costs, WG/ACP.  
**Proposed by:** State Elevator Inspector.  
**Approved by:** Wade Brodie, Aiken Corporation.
- Install exterior lighting at front sidewalk in lieu of City lampposts.  
\$17,101 increase. No schedule change. Shared costs, WG/ACP.  
**Proposed by:** McDonald Law.  
**Approved by:** Wade Brodie, Aiken Corporation.

### **Management Evaluation**

The design and construction process was based on a traditional Owner/Contractor relationship with changes to the original work incorporated into the Contract by Change Order. Communication between the Contractor, Architect, and Owner's representative was excellent.

Because of the accelerated construction schedule, the project was designed and bid in phases to allow steel fabrication and building shell to proceed before design was complete for

H. G. Reynolds was asked to submit proposals for Phase II and Phase III because of the quality of the work and their ability to stay on schedule and under budget. There was a likelihood of coordination problems if additional prime contractors had been utilized for different phases of construction.

Work included in the Phase III theatre upfit by H. G. Reynolds will provide a complete building, including all finishes for the auditorium and the HVAC and lighting throughout. Some built-in cabinets and painting, as well as stage equipment, will be provided by Aiken Community Playhouse.

There is no schedule slippage. The Aiken Community Playhouse will open in the Fall of 2002 as planned. The construction cost estimate provided at the completion of Schematic Design was \$5,496,000. The actual building cost at completion of Phase III will be \$5,891,190.

Owner/tenant requested upgrades totaled \$62,789 and off-site utilities not included in the original contract totaled \$54,298, leaving a cost increase of \$278,103, approximately 5% over the original construction cost estimate. This is an acceptable cost change, especially since the original estimate was based on Schematic Design drawings.

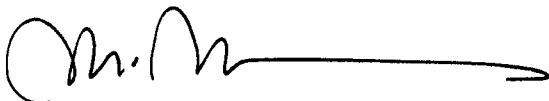
From the design and construction perspective, I don't believe changing the management of this project would achieve different results. The cost of a construction management consultant would also add to the project cost.

Because of the involvement of a member of City Council and City Staff in the initial project planning, and the presence of two Council Members on the Board of the Aiken Corporation, it would seem likely that communication between various entities would be good.

I believe that because of the nature of the fast-track construction process, the preliminary construction cost estimates were not seriously considered until the final cost for Phase III was determined in March, 2002.

The participation of four entities: the City, Aiken Community Playhouse, Aiken Corporation, and the Washington Group, may have contributed to the lack of a clear understanding of overall project costs. This did not cause an increase in costs, however. As the preliminary cost estimate shows, cost increases were identified at the Schematic Phase with the transformation of this project to a mixed-use project.

I believe the benefit of increased activity downtown for work and entertainment, as well as the relocation of new corporate families to Aiken, will more than justify the additional costs of a mixed-use facility.



McDonald Law, Architect

## Downtown Theatre Project Timeline

- 1998 Aiken Downtown Development Association requests review of downtown development by South Carolina Downtown Development Association. Analysis by staff of SCDDA and ADDA concludes anchor facility needed to attract people downtown.
- May 1998 Wade Brodie contacts owners of Laurens Street cinema regarding possible purchase. Owners not interested in selling existing theatre property.
- June 1998 ADDA receives contract from realtor for sale of Newberry Street cinema..
- Nov. 1998 ADDA recommends six-month option on theatre property for \$12,000. Total cost \$137,500.
- Dec. 3, 1998 Downtown Committee appointed, made up of City, ACP, Chamber, Aiken Corporation, and ADDA. Committee members: Sam Erb, Wade Brodie, Dennis Rogers, Roger Leduc, June Murff, McDonald Law, Marcia Harris, Thurmond Whatley, Amy Vincent, Buzz Rich, Gail Marine, and Mike Anaclerio.
- Dec. 10, 1998 Playhouse Committee determines Newberry Street best location for Downtown theatre. Sub-committees appointed.
- Dec. 16, 1998 Finance Committee met to discuss fund-raising methods.
- Dec. 17, 1998 Sketch of plan for renovating Mark II cinema presented to Playhouse Committee by McDonald Law. Consensus of Committee was that the existing theatre building lacked sufficient backstage space. Architect was directed to design layout based on new construction. Availability of additional property was to be investigated.
- April 1999 McDonald Law presented sketches of two alternatives for new theatre design using Whittle property. Architect was authorized to develop drawings showing T-shaped plan utilizing Holley property for service access, leaving two vacant parcels on either side of auditorium.
- May 1999 Architect presented Schematic Design for new (T-Shaped) playhouse building located on site of original movie theatre and portions of adjacent property. Two parcels on either side of auditorium would be available for resale or development.



## H. G. REYNOLDS COMPANY, INC.

BUILDING CONTRACTORS SINCE 1948

P.O. Box 2728  
AIKEN, SOUTH CAROLINA 29802  
(803) 641-1401  
FAX # (803) 641-1037

April 24, 2002

City of Aiken  
P. O. Box 1177  
Aiken, South Carolina 29802

Attention: Richard L. Pearce, Staff Attorney

**RE: Management Audit Requested by Aiken City Council Member, Richard Smith**

Dear Mr. Pearce:

Please find listed herein responses to the questions in your April 18, 2002, letter as requested. Please be advised that our involvement occurs after July 10, 2000.

**1. TRACE AND DOCUMENT THE EVOLUTION OF THE ENTIRE PROJECT FROM INCEPTION.**

**A. What was the original project definition?**

We were not involved at the time this project was originally defined.

**B. What was the original schedule?**

We were not involved in this part of the project. Contract date was July 10, 2000.

Phase I Completion Date – April 17, 2001

Phase II Completion Date: October 1, 2001

Washington Group furniture scheduled to arrive October 15, 2001.

Phase II Completion Date: October 15, 2002

**C. What was the original project budget and funding source?**

Occurred prior to July 10, 2000

**D. Who was the project manager?**

Before July 10, 2000 – Owner/Architect

After July 10, 2000 – David Sharpe, H. G. Reynolds Co. Inc.

**E. What was the approval process?**

The owner {LED of Aiken, Inc.} approved all changes to the contract.

**2. FOR EACH CHANGE TO THE PROJECT DEFINITION:**

**A. Define the proposed change.**

**Change Order No. 1:** Rerouted the storm sewer to Chesterfield Street in lieu Newberry Street.

**Change Order No. 2:**

Item #1: Install an angle to carry the brick façade at the rear vestibule

Item #2: Install precast window sills for the south elevation of the courtyard to facilitate the installation of the plaques at a later date.

**Change Order No. 3:**

Upfitting of the two-story office and lobby space including windows, interior partitions, doors, ceilings, HVAC and electrical systems.

**Change Order No. 4:**

Item #1: Furnish and install the [49] hollow metal doors for the project

Item #2: Furnish steel channel door frames for elevator

**Change Order No. 5:**

Install overhead door at workshop

**Change Order No. 6:**

Item #1: Upgrade lobby tile

Item #2: Move electrical to new pad location

Item #3: Upgrade dimming system

**Change Order No. 7:**

Install catch basin at rear of the workshop

**Change Order No. 8:**

Item #1: Install emergency lights in Washington Group Building

Item #2: Make electrical changes

- a. add two light fixtures in towers
- b. add seven door alarms
- c. add four – 220 volt circuits for dumbwaiter
- d. add shunt trip to main breaker
- e. add three videos to control booth
- f. add three audios to control booth
- g. add one intercom at control booth
- h. add twenty four phone outlets
- i. add twenty four data outlets
- j. add one key entry
- k. add one door controller
- l. add eight phone outlets
- m. add three kev entries

- Item #3: Add wood trim in corridor of first floor
- Item #4: Add two vanity tops with solid surface in Rooms 225 and 227
- Item #5: Add two planters at Newberry Street
- Item #6: Add two elevator ladders
- Item #7: Add sidewalk on Newberry Street
- Item #8: Change reception desk top to solid surface
- Item #9: Adjust allowance on brick pavers in courtyard

**Change Order No. 9:**

- Item #1: Furnish lugs and conduit to SCE&G pole
- Item #2: Provide emergency management conduit
- Item #3: Provide and install outside lighting on Newberry Street
- Item #4: Provide and install [4] convenience outlets and 4,200 volt amp circuits for computer room
- Item #5: Provide and install fans under courtyard porch
- Item #6: Provide half round copper gutter and downspout in courtyard
- Item #7: Change breakers to shunt trip breakers for elevators and install grates over sump pits in elevator pit

**Change Order No. 10:**

- Item #1: Furnish and install building signage and logo for building
- Item #2: Provide new cabinets for oven as requested by Washington Group
- Item #3: Install mudsetting bed in rooms w/hard tile
- Item #4: Adjust allowance for ticket window and change Door D4 from a 3070 to a 3080 w/sidelight
- Item #5: Modify cabinets and/or add cabinets per Washington Group
  - a. modify cabinets in workroom
  - b. add microwave cabinet
  - c. modify cabinet in Room 200K
  - d. add coffee station in Room 224
  - e. install faucet and sink @ 200K
  - f. re-install lavatory and faucets provided by Washington Group
  - g. run water to owner furnished coffee station
- Item #6: Provide UL rated door and frame as directed by State Elevator Inspector
- Item #7: Change light lens type fixtures with parabolic lenses
- Item #8: add UL rated door at 100A and misc. changes
- Item #9: Make changes to Boardroom to accommodate the audiovisual equipment provided by Washington Group
- Item #10: Make plumbing changes – water to rock garden and water to ice machines
- Item #11: Make changes to executive suite per Washington Group
- Item #12: Install catwalks in auditorium
- Item #13: Install cap wall on marquee
- Item #14: Delete emergency management
- Item #15: Finish hardware allowance adjustment
- Item #16: Contingency allowance adjustment

Item #17: Equipment allowance adjustment

Item #18: Allowance adjustment on projection screens and markerboards

**Change Order #11:**

Upfitting of theater

**B. Who proposed it?**

**Change Order No. 1: Owner/Architect**

**Change Order No. 2:**

Item #1: Install an angle to carry the brick façade at the rear vestibule – H. G. Reynolds

Item #2: Install precast window sills for the south elevation of the courtyard to facilitate the installation of the plaques at a later date – **Owner/Architect**

**Change Order No. 3:**

Upfitting of the two story office and lobby space including windows, interior partitions, doors, ceilings, HVAC and electrical systems – **Owner/Architect**

**Change Order No. 4:**

Item #1: Furnish/install the (49) hollow metal doors for the project – **Owner/Architect**

Item #2: Furnish steel channel door frames for elevator – **H. G. Reynolds Co. Inc.**

**Change Order No. 5:**

Install overhead door at workshop – **Owner/Architect**

**Change Order No. 6:**

Item #1: Upgrade lobby tile – **Owner/Architect**

Item #2: Move electrical to new pad location – **SCE&G/Owner/Architect**

Item #3: Upgrade dimming system – **Owner/Architect**

**Change Order No. 7:**

Install catch basin at the rear of the workshop – **H. G. Reynolds Co. Inc.**

**Change Order No. 8:**

Item #1: Install emergency lights in Washington Group Building – **Owner/Architect**

Item #2: Make electrical changes – **Owner/Architect**

**Change Order No. 9:**

Item #1: Furnish lugs and conduit to SCE&G pole – **H. G. Reynolds Co. Inc.**

Item #2: Provide emergency management conduit – **Owner/Architect**

Item #3: Provide and install outside lighting on Newberry Street – **Owner/Architect**

Item #4: Provide and install [4] convenience outlets and 4,220 volt amp circuit for computer room – **Owner/Architect**

Item #5: Provide and install fans under courtyard porch – **Owner/Architect**

Item #6: Provide half round copper gutter and downspout in courtyard - **Owner/Architect**

Item #7: Change breakers to shunt trip breakers for elevators and install grates over sump pits in elevator pit – **H. G. Reynolds/State Inspector**

**Change Order No 10:**

Item #1: Furnish and install building signage and logo for building – **Owner/Architect**

Item #2: Provide new cabinets for oven as requested by Washington Group  
**Owner/Architect**

Item #3: Install mudsetting bed in rooms with hard tile – **H. G. Reynolds Co. Inc.**

Item #4: Adjust allowance for ticket window and change Door 200 D4 from a 3070 to a 3080 w/sidelight – **Owner/Architect**

Item #5: Modify cabinets and/or add cabinets per Washington Group – **Owner/Architect**

Item #6: Provide UL rated door and frame as directed by State Elevator  
**H. G. Reynolds/State Elevator Inspector**

Item #7: Change light lens type fixtures with parabolic lenses – **Owner/Architect**

Item #8: Add UL rated door at 100A and misc. changes – **Owner/Architect**

Item #9: Make changes to Boardroom to accommodate the audiovisual equipment provided by Washington Group – **Owner/Architect**

Item #10: Make plumbing changes- water to rock garden and water to ice machines  
**Owner/Architect**

Item #11: Make changes to executive suite per Washington Group – **Owner/Architect**

Item #12: Install catwalks in auditorium – **Owner/Architect**

Item #13: Install cap wall on marquee – **Owner/Architect**

Item #14: Delete emergency management – **Owner/Architect**

Item #15: Finish hardware allowance adjustment – **Owner/Architect**

**Change Order No. 11:**

Upfitting of theater – **Owner/Architect**

**C. What was the proposed, and then the actual, budget impact?**

We were not involved in the original budget process. We were unaware of contingencies for additional costs to the project.

**To whom was this increase to be allocated and what was the funding source?**

This will have to be answered by the owner.

**If multiple responsible parties, indicate allocation among them.**

Again, this will have to be answered by the owner

**D. What were the proposed and the actual schedule impacts?**

Most changes were worked through without delaying the completion date due to weekly meetings and receiving timely answers on the request. However, the changes requested by The Washington Group toward the end of the job delayed completing the project by October 1, 2001. However, we were substantially complete for The Washington Groups furniture upon its delivery scheduled for October 15, 2001.

**E. By whom was the change approved what was the approval process?**

The change was approved by Wade Brodie. The approval process was by submitting a request for price for approval. After approval, a change order was written.

**F. Who was to manage this part of the project or was it to fall within the overall project management?**  
The owner/architect.

**G. Document any other significant impacts of this change to the project?**  
No response

**3. PROVIDE A MANAGEMENT EVALUATION OF THE PROJECT:**

**A. Highlight both strong and weak points in its management.**  
This project was a very complicated structure located within very tight boundaries with limited access which required a lot of attention. Due to the time frame and complexity of the project, weekly meetings were held to keep a constant line of communication between all parties.

Timely decisions on changes were a big help in keeping the project within the time table.

I was disappointed that we did not do a better job of neighbor relations with the affected parties.

**B. Identify any execution concerns were monies were not spent or activities not completed as intended.**  
I have no concerns on this question.

**C. Identify the underlying problems which caused the schedule and budget overruns.**  
I am unaware of a schedule overrun!!!! Not sure what this is about. As for budget overruns, this is a question for the owner to answer.

**D. Identify any as yet unidentified concerns.**  
None

**E. Provide recommendations for managing future projects.**  
Weekly meetings to keep all parties up todate.

**4. DID THE RELATIONSHIP BETWEEN AIKEN DEVELOPMENT CORPORATION AND THE CITY OF AIKEN OPERATE AS DEFINED ABOVE THROUGHOUT THIS PROJECT, OR, IF NOT, DOCUMENT HOW IT DID OPERATE?**  
n/a

**5. PROVIDE A MANAGEMENT EVALUATION OF THE INTERPLAY BETWEEN AIKEN DEVELOPMENT CORPORATION AND THE CITY OF AIKEN.**  
Not sure of the relationship between the two parties.

The enclosed answers were mostly pulled from change orders that are a matter of public record. Should you not have a copy from the parties questioned, I will be happy to provide copies. Some of the questions are irrelevant in our relationship with the owner. The questions pertaining to the relationship between the Aiken Development Corporation and The City of Aiken is unknown to me; therefore, any question that I answered concerning that relationship would be guessing on my part.

In your letter, you made mention of a meeting the first of May. Please be advised that I will be unavailable on May 2<sup>nd</sup> and May 6<sup>th</sup>.

Should you need any further information, please feel free to contact me.

Yours truly,

H. G. REYNOLDS CO. INC.



David Sharpe, Project Manager

DS:dh



**Aiken Community Playhouse**

April 28, 2002

Mr. Richard Pearce  
Staff Attorney  
City of Aiken  
PO Box 1177  
Aiken, SC 29802

Re: Management Audit Requested by Aiken City Councilmember Richard Smith

Dear Mr. Pearce,

Attached you will find the response by the Aiken Community Playhouse to your request. The attached documents also contain a statement of opinion by Philip H. Porter, Jr, regarding project management systems and based upon his experience in that profession. If you have any questions, do not hesitate to contact us.

Sincerely,

Angeline O. Fitzgerald  
President, ACP

Philip H. Porter, Jr.  
Second Vice President, ACP

**Define the relationship between the Aiken Development Corporation and the City of Aiken, including financial, legal and all business aspects.**

The ACP is not qualified to provide any response to this question. We have minimal knowledge of the relationship.

**Trace and document the evolution of the entire project from inception.**

- **What was the original project definition, schedule, budget and funding source?**

The original project definition precedes the combined WGS/Washington Center for the Performing Arts building concept and can be found in the original presentation made to, and approved by, City Council. This presentation, while conceptual in nature, describes a "t" shaped facility with a small lobby and brick façade located in the current project location on Newberry St. The balance of the building was to be composed of engineered steel building construction. The original schedule called for a September 2002 completion and the project was estimated to cost \$2.4 million. The funding is described in more detail in the referenced document, but in summary stipulated that \$1.5 million be provided by the City, \$441,000 to be raised by the ACP, and the balance to come from a combination of sales of land and the existing Playhouse, rentals, and other miscellaneous sources. The ACP would own this building.

- **Who was the project manager?**

We are unclear as to who the project manager was at the original definition of the project. The ACP was, and largely remains, unsure of the operating methodologies of and relationships between the City, the Aiken Development Corporation, and the Aiken Downtown Development Association, the parties who originally approached the ACP to propose a move to the downtown. Since the Washington Energy and Environmental group (formerly the Washington Government Services group) joined the project, Wade Brodie has fulfilled the responsibilities incumbent upon that position.

- **What was the approval process?**

The approval process for the original project included proposal development and approval by the ACP Downtown Committee, a body composed of representatives of the City, the Aiken Development Corporation, the Aiken Downtown Development Association, the Chamber of Commerce and the ACP, approval by the Board of Directors of the ACP, and final approval by the City Council.

**For each change to the project definition:**

- **Define the proposed change.**
- **Who proposed it?**
- **What was the proposed, and then the actual, budget impact? To whom was this increase to be allocated and what was the intended funding source? If multiple responsible parties, indicate the allocation among them.**

- **What were the proposed and the actual schedule impacts?**
- **By whom was the change approved and what was the approval process?**
- **Who was to manage this part of the project or was it to fall within the overall project management?**
- **Document any other significant impacts of this change to the project.**

The first and most significant change to the project definition occurred sometime in the late Fall of 1999 or very early in January 2000 when the decision was made to combine the ACP building with the offices of the WGS Corp. The ACP is not able to provide the exact date of this decision, the names of the personnel involved, proposed budget impact, or other details of the arrangement as requested above since the ACP was not party to the decision. The ACP was informed of this change shortly before the public announcement, which occurred in January 2000. The addition of the WGS office building substantively changed the nature of the project. The project was no longer a simple community theatre building, but was now a multi-use facility housing a performing arts complex. Due to the required completion date for the office portion of the facility, a fast track, phased approach was adopted. The purchase of additional land was also required to accommodate the new building design. About two months following the public announcement, the architect's estimator provided an estimate for the new facility that indicated that the construction costs for the project had risen to \$5.7 million. The ACP was not furnished an estimate of the remaining project costs (land, site prep, A/E fee, etc) at that time, however, during informal discussions approximate figures and the potential for the City to absorb these costs were mentioned. Additionally, various approaches to splitting shared costs between the WGS and theatre portions of the facility were discussed, pending final negotiations between WGS and the City. At this point, the ACP recognized the changed nature of the project and agreed to increase its capital campaign from \$441,000 to \$1.6 million.

On June 25, 2001, the ACP received a bill from Leasa Segura stating that the City's contribution to the project had been expended and requesting payment by the ACP from its capital fund. It seemed to the Playhouse at the time, that the City \$1.5 million should not yet have been depleted and, while the Playhouse began immediate and continued payment of requests, a series of meetings ensued to resolve this issue. It was through these meetings that the Playhouse was first fully informed of actual costs (we had been privy to only the construction bid prior to this) as well as the rationale for their allocation. A discrepancy remains to this day, although it has been reduced to about \$15,000.

Changes made to the project since this initial change are described in the attached change order summary. Blanks on this document generally (although there are some areas of non-applicability) indicate information that the ACP does not possess.

From the Playhouse's perspective, the schedule has remained almost constant. The Playhouse wanted a completion prior to September 2002 to allow its

inaugural season in the new facility to coincide with its 50<sup>th</sup> anniversary. The slip from a September opening to the current October 18, 2002 date was caused entirely by the slow down which occurred from January – March 2002 due to the need for additional funds.

**Provide a management evaluation of the project:**

- **Highlight both strong and weak points in its management.**
- **Identify any execution concerns where monies were not spent or activities not completed as intended.**
- **Identify the underlying problems which caused the schedule and budget overruns.**
- **Identify any as yet unidentified concerns.**
- **Provide recommendations for managing future projects.**

From the ACP's perspective, an extremely complex project has been managed effectively. Other than this generalization, the ACP is not qualified to comment (see attached comments from Philip H. Porter, Jr.).

**Did the relationship between the Aiken Development Corporation and the City of Aiken operate as defined above throughout this project, or, if not, document how it did operate.**

The ACP does not possess the necessary information to comment.

**Provide a management evaluation of the interplay between Aiken Development Corporation and the City of Aiken:**

- **Highlight strengths and weaknesses.**
- **Identify any conflicts, overlaps, liabilities, risks, etc.**
- **Provide recommendations to better manage this relationship and future civic development.**

The ACP is not qualified to comment.

**Washington Center for the Performing Arts  
Changes**

CO #	Description	52/48	50/50	WGS	Play	Change Order Total	Proposed By	Approved By	Comments
1	Foundation & storm sewer mods	\$31,872				\$31,872	City Engineer		
2	Install angle at courtyard		\$416						
2	Precast sills in courtyard				\$696	\$1,112	Playhouse Downtown Move Committee	Brodie, Law, Porter	Required to provide stone plaques for contribution recognition
4	Doors	\$19,583				\$19,583			Not a change to the project; moved from phase 2 & 3 to phase 1
	Legal fees		\$2,100			\$2,100			
5	Overhead door				\$2,746	\$2,746			See doors above
6	Service conduit	\$330							
6	Lobby tile		\$1,142						Selected tiles exceed allowance. Tiles used were proposed by architect and approved by ACP and WGS
6	Dimmers		\$1,254		\$5,502	\$8,228	Playhouse		Change = \$1500; \$4000 moved from phase 3 to phase 2
7	Catch basin	\$2,168				\$2,168			
c-1	Courtyard - rocks		\$1,415				Phil Porter	Law, Muller, Porter, Brodie	It was always intended that the courtyard be landscaped, but was not estimated. Rock garden suggested by Porter

**Washington Center for the Performing Arts  
Changes**

CO #	Description	52/48	50/50	WGS	Play	Change Order Total	Proposed By	Approved By	Comments
8	Emergency lights			\$2,302	\$864				
8	Balance of RFP 14	\$815		\$6,277	\$480				
8	Molding in corridor			\$5,516			WGS		
8	Vanities			\$3,464			WGS		
8	Planters	\$5,237							Planters were always shown on rendering, but were erroneously omitted from bid documents
8	Elevator ladder & hatch	\$1,349					Elevator inspector		
8	Sidewalks	\$3,157							Sidewalks were always intended, but it was not clear where the dividing line between city and project responsibility lay.
8	WGS Reception Desk			\$6,325			WGS		
8	Brick paver allowance		\$917			\$36,703			Pavers exceeded allowance
c-3	Courtyard - Plantation Nursery		\$7,000				See item 11		
c-4	Courtyard - Plantation Nursery		\$1,800				See item 11		
c-5	Courtyard - Plantation Nursery		\$4,000				See item 11		
c-6	Courtyard - rain chain		\$171			\$14,649	See item 11		
9	5' Conduit to power pole		\$963						Already paid in CO#6
9	Lugs for above		\$296						Already paid in CO#6
9	Emergency mgt phone conduit				\$2,924		N/A		Not installed
9	Outside lighting		\$17,101						
9	Outlets for computer room			\$1,115			WGS		
9	Courtyard fans		\$2,322				See item 11		
9	Courtyard gutter		\$1,380				See item 11		
9	Shunt trip & grates			\$1,685	\$561	\$28,347	Elevator inspector		
10	Logo & signage			\$15,422			WGS		

**Washington Center for the Performing Arts  
Changes**

CO #	Description	52/48	50/50	WGS	Play	Change Order Total	Proposed By	Approved By	Comments
10	Oven cabinets			\$1,972			WGS		
10	Mud set bed, rms 140, 100L, 101			\$4,266			WGS		
10	Ticket window and door 200D-4			\$2,662	\$354		WGS		
10	Cabinet changes			\$5,025			WGS		
10	UL Rated door			\$846					
10	Change light fixtures			\$1,613			WGS		
10	UL door and misc		\$96	\$3,349			WGS		
10	Changes to board room			\$5,529			WGS		
10	Plumbing changes		\$2,968	\$1,875			WGS and see item 11		
10	Exec suite & insul			\$3,923			WGS		
10	Catwalks				\$21,000				phase 3 to 2 and additional catwalk added for access
10	Wall on marquee	\$3,270							Called for in plans, but omitted from bid
10	Emergency mgt conduit				-\$2,924		N/A	N/A	
10	Hardware allowance adj.	-\$16,162							
10	Contingency allowance adj	-\$5,000							
10	Equipment allowance adj			-\$1,633					
10	Proj. screen & marker allow adj			-\$13,954		\$34,497			
	Landscape Lighting - Courtyard		\$263						
	Adjustment for duplicate billing		-\$963						
	Adjustment for duplicate billing		-\$296						
	Totals	\$46,619	\$44,345	\$57,579	\$32,203	\$180,746	\$180,746		

## Washington Group International

### **Response to Audit Questions**

- 1. Define the relationship between Aiken Development Corporation and the City of Aiken, including financial, legal and all business aspects.**

We are not in a position to judge this relationship.

- 2. Trace and document the evolution of the entire project from inception.**

Washington Group International was approached about the possibility of locating its government operations headquarters in Aiken. Through arrangements with the City, we were able to co-locate with the community playhouse. Aiken Development Corporation served as project manager.

- 3. Changes to project definition.**

Any changes to the Washington Group offices were approved by the company knowing that additional costs would become part of its lease arrangement with Aiken Corporation.

Washington Group's opinion was solicited on common areas (the lobby, hospitality suite, etc.) where we would have some financial responsibility.

- 4. Provide a management evaluation of the project.**

Washington Group remains pleased with all aspects of the project. City representatives, representatives of Aiken Corporation, the architectural firm and the general contractor were responsive and forthright in their dealings with us.

- 5. Did the relationship between Aiken Development Corporation and the City of Aiken operate as defined above throughout this project?**

We are not in a position to judge this relationship.

- 6. Provide a management evaluation of the interplay between Aiken Development Corporation and the City of Aiken.**

We are not in a position to evaluate the interplay between Aiken Development Corporation and the City.

10-

STATE OF SOUTH CAROLINA )  
COUNTY OF AIKEN )

TITLE TO REAL ESTATE

KNOW ALL PERSONS BY THESE PRESENTS that JOE B. BABB, as Grantor, in Aiken County, South Carolina, for and in consideration of the sum of One Hundred Forty-Five Thousand and No/100 (\$145,000.00) Dollars, to me in hand paid by CITY OF AIKEN, as Grantee, have granted, bargained, sold, and released by these presents do here grant, bargain, sell, and release unto City of Aiken, its successors and assigns, the following described real estate:

RECORDED 2000  
PO Box 1177  
Aiken SC  
29802

All that certain piece, parcel, or lot of land situate, lying, and being in Aiken County, South Carolina and shown on that certain plat prepared by Ayer, Graham, and Associates, Inc. dated March 23, 1989 and recorded September 29, 1989 in Misc. Book 550, at Page 7. According to this plat, this property is bounded, now or formerly, and measured, more or less, as follows: Southeast by right of way of Chesterfield Street, 60.558 feet; Northeast by lands of Palmetto Federal (now known as Regions Bank), 149.703 feet; Northwest by lands of Aiken Office Supply (now Peoples Community Bank), 51.981 feet, and lands of Gantt, 9.553 feet; and Southwest by lands of Chesser, for a total distance of 149.547 feet. Reference is made to this plat for a more complete and accurate description of the metes, bounds, and location of this property.

Date	6-22-00
SC Fee	
Co. Fee	
TOTAL	
Exemptions	EXEMPT

Being the same property conveyed to Grantor by Deed of Joe B. Babb dated May 25, 2000 and recorded May 25, 2000 in Deed Book 1986, at Page 116, Aiken County RMC Office.

Tax Parcel Number 30-047-01-004

Together with all and singular, the Rights, Members, Hereditaments, and Appurtenances to these premises belonging, or in any wise incident or appertaining.

To have and to hold all and singular the premises before mentioned unto City of Aiken, its successors and assigns forever.

And I do hereby bind myself and my heirs, personal representatives, and assigns to warrant and forever defend all and singular these premises unto City of Aiken, its successors and assigns, against me, my heirs, and all persons whomsoever lawfully claiming or to claim the same or any part thereof.

AIKEN COUNTY ASSESSOR  
REC. 6-22-00  
WIT. 6-22-00

STATE OF SOUTH CAROLINA )  
COUNTY OF AIKEN )

AFFIDAVIT UNDER  
S.C. CODE §12-24-70

PERSONALLY appeared before me, the undersigned, who, being duly sworn,  
deposes and says:

Property located at 135 Chesterfield Street, SW, Aiken, SC 29801  
bearing County Tax Map Number 30-047-01-004

was transferred by: Joe B. Babb and Louise H. Babb  
to: The City of Aiken

The transaction was

\_\_\_\_\_ an arm's length and property transaction and the sales price paid or to be paid in  
money or money's worth was \$

\_\_\_\_\_ not an arm's length real property transaction and the fair market value of the  
property is

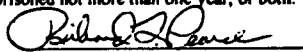
X The above transaction is exempt or partially exempt, from the recording fee as set  
forth in S.C. Code Ann. Section 12-24-10 et seq. Because the deed is:

A deed of improved real estate to the City of Aiken, a political subdivision of the State of  
South Carolina, S.C. Code §12-24-40(2).

As required by Code Section 12-24-70, I state that I am a responsible person who was  
connected with the transaction as the City Staff Attorney who prepared the closing  
documents.

I further understand that a person required to furnish this affidavit who willfully furnishes  
a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be  
fined not more than one thousand dollars or imprisoned not more than one year, or both.

SWORN to before me this  
29<sup>th</sup> day of June, 2000.

  
Richard L. Pearce  
City Staff Attorney

Susan L. Minnie  
My commission expires 09-13-08

Witness the execution by Grantor this 22<sup>nd</sup> day of June, 2000 and in the Two Hundred Twenty-Fourth year of the Sovereignty and Independence of the United States of America.

SIGNED, SEALED, AND DELIVERED IN THE PRESENCE OF: Joe B. Babb L.S.  
Joe B. Babb  
Grantor  
Fred S. Cavanaugh  
Richard L. Ferree

STATE OF SOUTH CAROLINA )  
COUNTY OF AIKEN ) PROBATE

Personally appeared before me, FRED S. CAVANAUGH, and made oath that (s)he saw the within named Joe B. Babb sign, seal, and, as his act and deed, deliver the within Title to Real Estate, and that (s)he with RICHARD L. FERREE witnessed its execution.

Fred S. Cavanaugh

Sworn to before me this 22<sup>nd</sup> day of June, 2000  
Richard L. Ferree  
Notary Public for South Carolina  
My Commission Expires: 9/7/2009

I hereby certify that the within deed has been  
Recorded in the Office of the Clerk of Court,  
City of Aiken, S.C. on 6-23-00 at 11:40 hrs.  
Book 41 of Deeds, Page C  
Carrie Spradley  
Clerk of Court, Aiken County, S.C.

6-23-00 at 11:40 hrs.  
Judith V. Warner  
Clerk of Court  
Aiken County

RETURN TO: CITY OF AIKEN

10-

DEED  
VOL 192 PAGE 22

Date	9-3-99
SC Fee	
Co. Fee	
TOTAL	
Exemption	

**EXEMPT**  
TO REAL ESTATE

STATE OF SOUTH CAROLINA  
COUNTY OF AIKEN

KNOW ALL MEN BY THESE PRESENTS, that **LEWIS C. WHITTLE**, hereinafter "the Grantor," in the State aforesaid for and in consideration of the sum of One Hundred Forty Thousand and 00/100 (\$140,000.00) Dollars to it paid by **THE CITY OF AIKEN, A MUNICIPAL CORPORATION AND POLITICAL SUBDIVISION OF THE STATE OF SOUTH CAROLINA**, hereinafter "the Grantee," (receipt whereof is hereby acknowledged), has granted, bargained, sold and released and by these presents does grant, bargain, sell and release unto the said **THE CITY OF AIKEN, A MUNICIPAL CORPORATION AND POLITICAL SUBDIVISION OF THE STATE OF SOUTH CAROLINA**, their heirs and assigns, all of my right, title, and interest in the following described real estate:

All that certain piece, parcel or lot of land, with improvements thereon, situate, lying and being in the City and County of Aiken, State of South Carolina, and being more particularly described as a 0.2109 acre lot on a plat prepared by Hass & Hildebrand, Inc. dated August 5, 1999 and recorded in the Aiken County RMC Office in Plat Book 99, Page 175. Reference is hereby made to said plat for a more complete and accurate description of subject property as to its metes, bounds and location.

Derivation: Deed Book 916, Page 313, Recorded February 20, 1986  
 TMS No: 30-047.0-01-010  
 Grantee's Address: Post Office Box 1177  
 Aiken, South Carolina 29802

TOGETHER with all and singular, the rights, members, hereditaments and appurtenances to the said premises belonging, or in anywise incident or appertaining. TO HAVE AND TO HOLD all and singular the premises before mentioned unto the said **THE CITY OF AIKEN, A MUNICIPAL CORPORATION AND POLITICAL SUBDIVISION OF THE STATE OF SOUTH CAROLINA**, their Heirs and Assigns, forever, in fee simple.

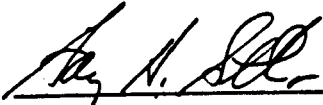
AIKEN COUNTY ASSESSOR
30-047-01-010
REC: 9-3-99
WT: 8-27-99

DEED  
VOL 1912 PAGE 73

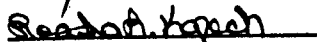
AND it does hereby bind itself and its Successors and Assigns, to warrant and forever defend all and singular the said premises unto the said THE CITY OF AIKEN, A MUNICIPAL CORPORATION AND POLITICAL SUBDIVISION OF THE STATE OF SOUTH CAROLINA, their Heirs and Assigns, against itself and its Successors and all persons whomsoever lawfully claiming, or to claim the same or any part thereof.

WITNESS the execution hereof by grantor(s) this 27<sup>th</sup> day of August, 1999.

Signed, Sealed and Delivered  
in the presence of:



  
LEWIS C. WHITTLE



STATE OF SOUTH CAROLINA  
COUNTY OF AIKEN

PROBATE

PERSONALLY appeared before me, the undersigned witness, and made oath that (s)he saw the within named Lewis C. Whittle sign, seal and as his/her Act and Deed deliver the within written Deed, and that (s)he with the other witness described above witnessed the execution thereof.

*Beulah K. [unclear]*

SWORN to before me this 27th  
day of August, 1999  
*[Signature]*  
Notary Public for South Carolina  
My commission expires: 5/2/01

RECORDED  
*9-3-99 at 1550 hrs.*  
*[Signature]*  
CLERK AIKEN COUNTY

I hereby certify that the within deed has been  
on the 3 day of Sept., 1999 Recorded  
to Book 40 of Deeds, Page I  
*C. J. [unclear]* Auditor  
for Aiken County, South Carolina 19

1  
10-

DEED  
VOL 1912 PAGE 75

STATE OF SOUTH CAROLINA  
COUNTY OF AIKEN

TITLE TO REAL ESTATE

KNOW ALL MEN BY THESE PRESENTS, that JOHN R. GANTT, PAULETTE S. GANTT, AND PAUL S. GANTT, hereinafter "the Grantor," in the State aforesaid for and in consideration of the sum of One Hundred Thirty-Seven Thousand Five Hundred and 00/100 (\$137,500.00) Dollars to it paid by THE CITY OF AIKEN, A MUNICIPAL CORPORATION AND POLITICAL SUBDIVISION OF THE STATE OF SOUTH CAROLINA, hereinafter "the Grantee," (receipt whereof is hereby acknowledged), has granted, bargained, sold and released and by these presents does grant, bargain, sell and release unto the said THE CITY OF AIKEN, A MUNICIPAL CORPORATION AND POLITICAL SUBDIVISION OF THE STATE OF SOUTH CAROLINA, their heirs and assigns, all of my right, title, and interest in the following described real estate:

All that certain piece, parcel or lot of land, with improvements thereon, known as No. 126 Newberry Street, SW., situate, lying and being in the City of Aiken, in Aiken County, South Carolina, and being more particularly described as a 0.2984 acre lot on a plat prepared by Hass & Hildebrand, Inc. dated August 5, 1999 and recorded in the Aiken County RMC Office in Plat Book 39, Page 175-2. Reference is hereby made to said plat for a more complete and accurate description of subject property as to its metes, bounds and location.

Derivation:

Deed Book 403, Page 273, Recorded May 13, 1970  
( Deed from Hartwell J. Beck and Mary C. Beck to C. Pope Gantt and Hartwell J. Beck)  
Deed Book 420, Page 137, Recorded February 8, 1971  
(Deed from Hartwell J. Beck to C. Pope Gantt)  
Deed Book 850, Page 81, Recorded October 19, 1984  
(Deed from C. Pope Gantt, III to Paulette S. Gantt, now known as Paulette Gantt Wilson)

Date	<u>9-3-99</u>
SC Fee	_____
Co. F.	_____
TCT	_____
E	_____

**EX**

TMS No: 30-047.0-01-011

Grantee's Address: Post Office Box 1177  
Aiken, South Carolina 29802

AIKEN COUNTY ASSESSOR	
<u>30-047-01-011</u>	
REC:	<u>9-3-99</u>
WT:	<u>8/99</u>

DEED  
VOL 1912 PAGE 76

TOGETHER with all and singular, the rights, members, hereditaments and appurtenances to the said premises belonging, or in anywise incident or appertaining.

TO HAVE AND TO HOLD all and singular the premises before mentioned unto the said THE CITY OF AIKEN, A MUNICIPAL CORPORATION AND POLITICAL SUBDIVISION OF THE STATE OF SOUTH CAROLINA, their Heirs and Assigns, forever, in fee simple.

AND it does hereby bind itself and its Successors and Assigns, to warrant and forever defend all and singular the said premises unto the said THE CITY OF AIKEN, A MUNICIPAL CORPORATION AND POLITICAL SUBDIVISION OF THE STATE OF SOUTH CAROLINA, their Heirs and Assigns, against itself and its Successors and all persons whomsoever lawfully claiming, or to claim the same or any part thereof.

WITNESS the execution hereof by grantor(s) this \_\_\_\_ day of August, 1999.

Signed, Sealed and Delivered  
in the presence of:

Reverend  
Gu Mills

Quanda H. Kopeck

Ally H. Gantt, Jr

Ally H. Gantt, Jr

Quanda H. Kopeck

John R. Gantt  
JOHN R. GANTT

Paul S. Gantt, attorney in fact for  
Paulette S. Gantt  
PAUL S. GANTT, As Attorney in  
Fact for PAULETTE S. GANTT

Paul S. Gantt  
PAUL S. GANTT

DEED  
VOL 1912 PAGE 77

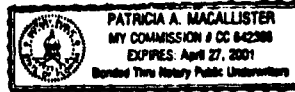
STATE OF SOUTH CAROLINA  
COUNTY OF AIKEN

PROBATE

PERSONALLY appeared before me, the undersigned witness, and made oath that (s)he saw the within named John R. Gantt sign, seal and as his/her Act and Deed deliver the within written Deed, and that (s)he with the other witness described above witnessed the execution thereof.

See Mills

SWORN to before me this 1  
day of ~~August~~ <sup>September</sup>, 1999  
Patricia A. MacAllister  
Notary Public for Florida  
My commission expires: 4-27-01



STATE OF SOUTH CAROLINA  
COUNTY OF AIKEN

PROBATE

PERSONALLY appeared before me, the undersigned witness, and made oath that (s)he saw the within named Paul S. Gantt as Attorney in Fact for Paulette S. Gantt sign, seal and as his/her Act and Deed deliver the within written Deed, and that (s)he with the other witness described above witnessed the execution thereof.

Paula S. Gantt

SWORN to before me this 30th  
day of August, 1999  
[Signature]  
Notary Public for South Carolina  
My commission expires: 5/1/05

DEED  
VOL. 112 PAGE 72

STATE OF SOUTH CAROLINA  
COUNTY OF AIKEN

PROBATE

PERSONALLY appeared before me, the undersigned witness, and made oath that (s)he saw the within named Paul S. Gantt sign, seal and as his/her Act and Deed deliver the within written Deed, and that (s)he with the other witness described above witnessed the execution thereof.

*Paul S. Gantt*

SWORN to before me this 30th  
day of August, 1999

*[Signature]*  
Notary Public for South Carolina

My commission expires: 5/1/05

RECORDED 9-3-99 at 1550 <sup>lms.</sup>  
*[Signature]*  
S.M.C. AIKEN COUNTY

I hereby certify that the within deed has been  
this 3 day of Sept., 1999 Recorded  
to Book 46 of Deeds, Page 1  
*[Signature]* Auditor  
for Aiken County, South Carolina

1  
10-

Date 9-3-99  
 REC No. \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

DEED  
VOL 1912 PAGE 79

STATE OF SOUTH CAROLINA  
COUNTY OF AIKEN

**EXEMPT**

KNOW ALL MEN BY THESE PRESENTS, that MARGARET C. HOLLEY-TAYLOR, hereinafter "the Grantor," in the State aforesaid for and in consideration of the sum of Twenty-Five Thousand and 00/100 (\$25,000.00) Dollars to it paid by THE CITY OF AIKEN, A MUNICIPAL CORPORATION AND POLITICAL SUBDIVISION OF THE STATE OF SOUTH CAROLINA, hereinafter "the Grantee," (receipt whereof is hereby acknowledged), has granted, bargained, sold and released and by these presents does grant, bargain, sell and release unto the said THE CITY OF AIKEN, A MUNICIPAL CORPORATION AND POLITICAL SUBDIVISION OF THE STATE OF SOUTH CAROLINA, their heirs and assigns, all of my right, title, and interest in the following described real estate:

7-1

All that certain piece, parcel or lot of land, situate, lying and being in the City of Aiken, County of Aiken, State of South Carolina, and being more particularly described as a 0.1227 acre lot on a plat prepared by Hass & Hildebrand, Inc. dated August 5, 1999 and recorded in the Aiken County RMC Office in Plat Book 39, Page 175a. Reference is hereby made to said plat for a more complete and accurate description of subject property as to its metes, bounds and location.

Also included is a 15' Ingress and Egress easement to Chesterfield Street as shown on said plat.

Derivation: Deed Book 1088, Page 56, Recorded January 3, 1990

TMS No: 30-047.0-01-012

Grantee's Address: Post Office Box 1177  
Aiken, South Carolina 29802

AIKEN COUNTY ASSESSOR  
30-04701-012  
 REC: 9-3-99  
 WIT: 8-27-99

TOGETHER with all and singular, the rights, members, hereditaments and appurtenances to the said premises belonging, or in anywise incident or appertaining.

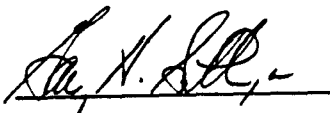
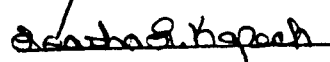
TO HAVE AND TO HOLD all and singular the premises before mentioned unto the said THE CITY OF AIKEN, A MUNICIPAL CORPORATION AND POLITICAL SUBDIVISION OF THE STATE OF SOUTH CAROLINA, their Heirs and Assigns, forever,

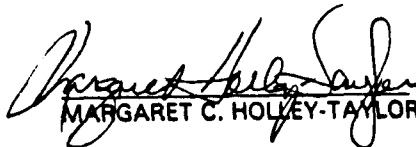
in fee simple.

AND it does hereby bind itself and its Successors and Assigns, to warrant and forever defend all and singular the said premises unto the said THE CITY OF AIKEN, A MUNICIPAL CORPORAT ON AND POLITICAL SUBDIVISION OF THE STATE OF SOUTH CAROLINA, their Heirs and Assigns, against itself and its Successors and all persons whomsoever lawfully claiming, or to claim the same or any part thereof.

WITNESS the execution hereof by grantor(s) this 27 day of August, 1999.

Signed, Sealed and Delivered  
in the presence of:

  
\_\_\_\_\_  


  
MARGARET C. HOLLEY-TAYLOR

DEED  
VOL 1912 PAGE 81

STATE OF SOUTH CAROLINA  
COUNTY OF AIKEN

PROBATE

PERSONALLY appeared before me, the undersigned witness, and made oath that (s)he saw the within named Margaret C. Holley-Taylor sign, seal and as his/her Act and Deed deliver the within written Deed, and that (s)he with the other witness described above witnessed the execution thereof.

*Beatha R. Ketch*

SWORN to before me this 27<sup>th</sup>  
day of August, 1999

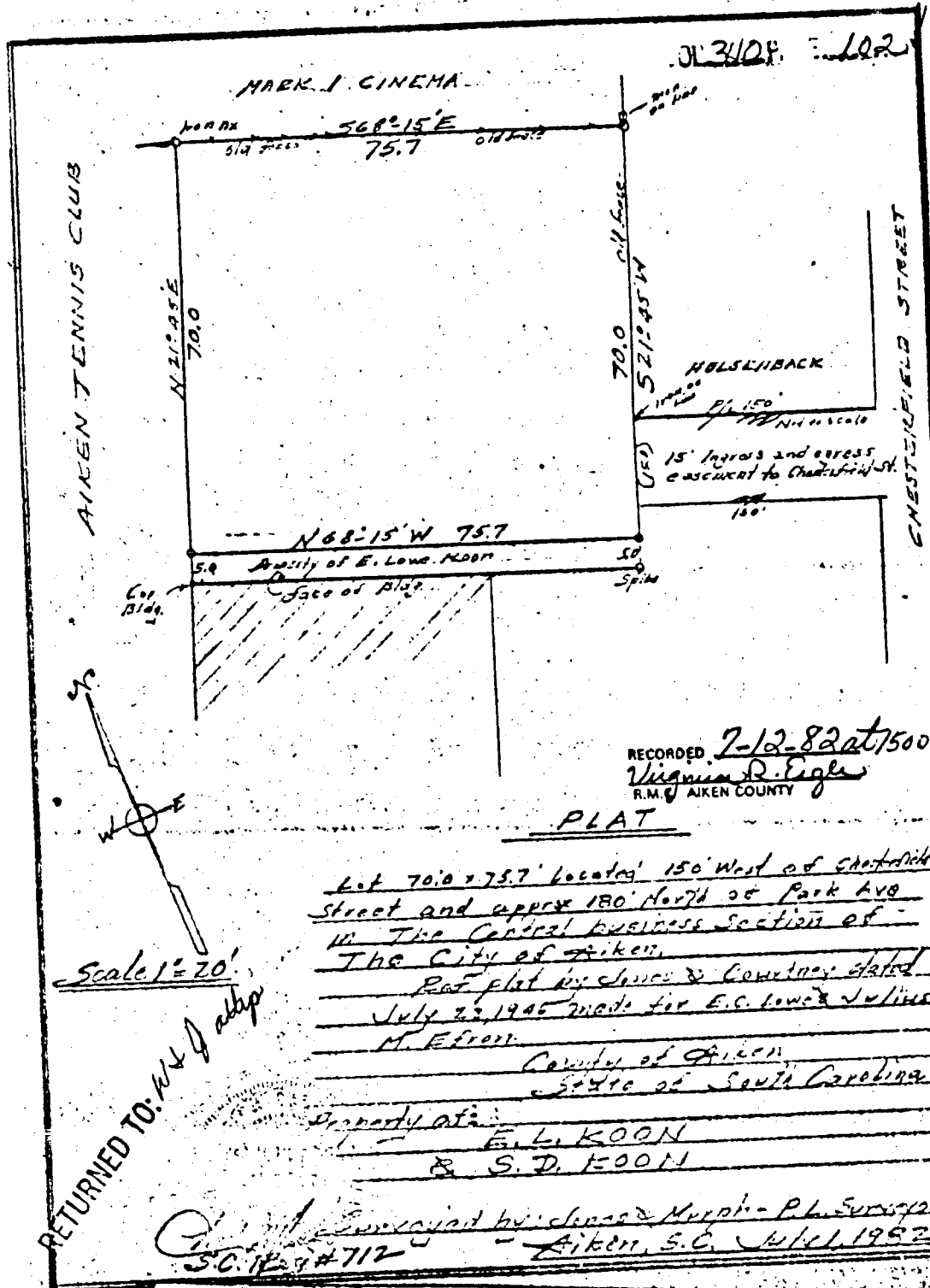
*A. N. Smith*  
Notary Public for South Carolina  
My commission expires: 3/12/03

9-3-99 at 1550 hrs  
RECORDED  
*Justin Adams*  
AIKEN COUNTY

RETURNED TO:  
*Braithwaite Smith*

I hereby certify that the within deed has been  
on 2 day of Sept., 1999 recorded  
to Book 40 of Deeds, Page I  
*Clayton Bradley*  
for Aiken County, South Carolina





OL 3408 = 102

MARK I. CINEMA

568°15'E  
75.7

AIKEN TENNIS CLUB

N 21° 45' E  
70.0

S 21° 45' W  
70.0

CHESTERFIELD STREET

HOLSKIBACK

PL 150  
1/2" N.W. scale

15' Ingress and egress easement to Chesterfield St.

N 68° 15' W 75.7

5.9  
Face of Bldg.  
5.9  
SPIN

RECORDED 7-12-82 at 1500 in  
Virginia R. Eagle  
R.M. AIKEN COUNTY

PLAT

Lot 70.0 x 75.7' located 150' West of Chesterfield Street and approx 180' North of Park Ave in the Central business section of the City of Aiken.

Plat map by James & Courtney dated July 22, 1945 made for E.C. Lowe & Julius M. Efron.

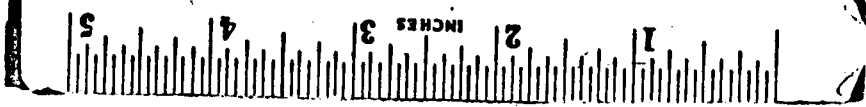
County of Aiken  
State of South Carolina

Property of:  
E. L. KOON  
& S. D. KOON

Surveyed by James & Murphy - P.L. Surveyors  
Aiken, S.C. 1/16/1982  
S.C. Plat # 712

RETURNED TO: W & J atbp

Scale 1" = 20'

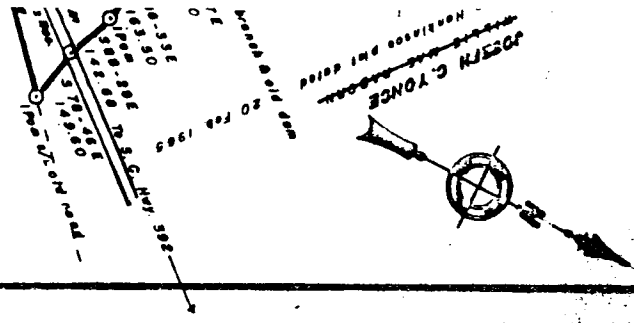


C. A. YONCE  
 200 S.W. 2881  
 C. A. YONCE 29129



Plat Book 44  
 pg 223-1

JOSEPH C. YONCE  
SURVEYOR



**TOTAL AREA**  
 7,218 sq. ft.  
 0.1657 Ac.

Plat Book 44  
 pg 223-2

**DEED REFERENCES**  
 DB 334/521 & 525

**REFERENCE**

REFERENCE PLAT OF TP No. 008  
 BY COLUMBIA ENGINEERING Co.  
 DATED JUNE 1, 1954 & FOUND  
 IN MISC. BOOK 66 PAGE 56.

REFERENCE PLAT OF TP No. 007-009  
 BY CHARLES M. JONES S.C. # 712  
 DATED DEC. 18, 1959 & FOUND  
 IN MISC. BOOK 70 PAGE 216.

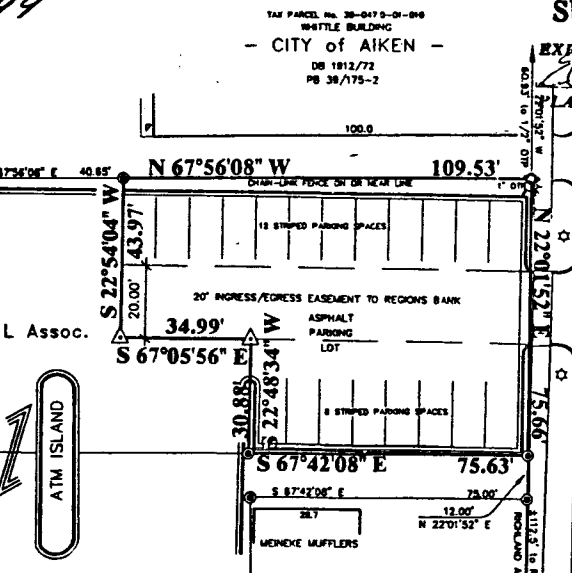
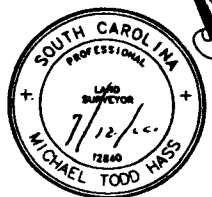
REMAINDER OF TP 008  
 TAX PARCEL No. 30-047.0-01-007  
**REGIONS BANK**  
 SUCCESSOR BY MERGER  
 DB 334/521 & 525  
 MB 70/216

**LEGEND**

- PROPERTY CORNER FOUND
- PROPERTY CORNER SET
- OPEN TOP PIPE
- REBAR IRON PIN
- FENCE CORNER
- △ P/K NAIL
- ☆ SECURITY LIGHT
- ⊗ FIRE HYDRANT

I hereby state to the best of my knowledge,  
 information and belief, the survey shown  
 herein was made in accordance with the  
 requirements of the minimum standards manual  
 for the practice of land surveying in South  
 Carolina, and meets or exceeds the requirements  
 for a Class A survey as specified therein, and  
 there are no encroachments, projections, or  
 setbacks affecting the property other than those  
 shown.

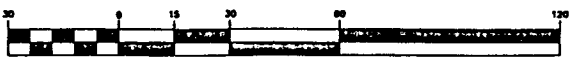
M. TODD HASS  
 S.C. Professional Land Surveyor #12640



TAX PARCEL No. 30-047.0-01-007  
**REGIONS BANK**  
 SUCCESSOR BY MERGER  
**PALMETTO FEDERAL**  
 DB 228/146, 541/28 & 876/83  
 MB 70/216

TAX PARCEL No. 30-047.0-01-008  
**METTER BOYS, LLC**  
 DB 1783/243  
 MB 68/26

**GRAPHIC SCALE**  
 (IN FEET)  
 1 inch = 30 ft.



RETURNED TO:  
 Black

**FINAL**  
**SUBDIVISION APPROVAL BOUNDARY SURVEY**  
 WITH IMPROVEMENTS ON A  
**COMMERCIAL LOT**  
 EXPIRES IF NOT RECORDED BY 2/27/20 DOWNTOWN  
 PLANNING DIRECTOR

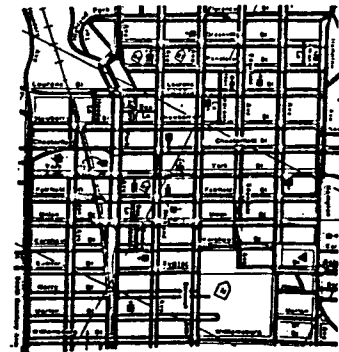
TAX PARCEL No. 30-047.0-01-008  
 ZONED : DB (DOWNTOWN BUSINESS)  
 PROPERTY LOCATED IN DOWNTOWN AIKEN  
**AIKEN COUNTY, SOUTH CAROLINA**  
 SCALE : 1" = 200'  
 PHOTO COURTESY  
 THE

**AIKEN CORPORATION**

POST OFFICE BOX 1177  
 AIKEN, SOUTH CAROLINA 29802  
 (O) 803-642-7654 • (F) 803-642-7646

PREPARED BY :

**HASS & HILDERBRAND, Inc.**  
 POST OFFICE BOX 3276  
 133 GREENVILLE STREET, SW  
 AIKEN, S.C. 29802 (803) 649-1316



**LOCATION DIAGRAM**  
 SCALE : 1" = 200'



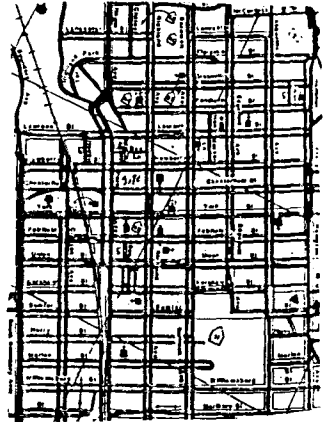
AUG 20 2001  
 MH No. 03004

**COMMERCIAL LOTS  
TO BE COMBINED INTO ONE PARCEL**  
 TAX PARCEL No. 30-047.0-01-013  
 ZONED : C.B.O. (CENTRAL BUSINESS DISTRICT),  
 PROPERTY LOCATED DOWN AN ALLEY  
 AIKEN COUNTY, SOUTH CAROLINA  
 SCALE : 1" = 30' DATE 11/21/89

Plat Book 39  
Page 175-2

PREPARED FOR  
**THE CITY  
 AIKEN**  
 214 PARK AVENUE, S.W.  
 (803) 642-7810

PREPARED BY  
**HASS & HILDERBRAND, Inc.**  
 POST OFFICE BOX 3276  
 133 GREENVILLE STREET, S.W.  
 AIKEN, S.C. 29802 (803) 649-1316



LOCATION DIAGRAM  
SCALE: 1" = 200'

**DEED REFERENCES**

010 - DB 916/313 • 011 - DB 850/81 • 012 - DB 1088/56

**REFERENCE**

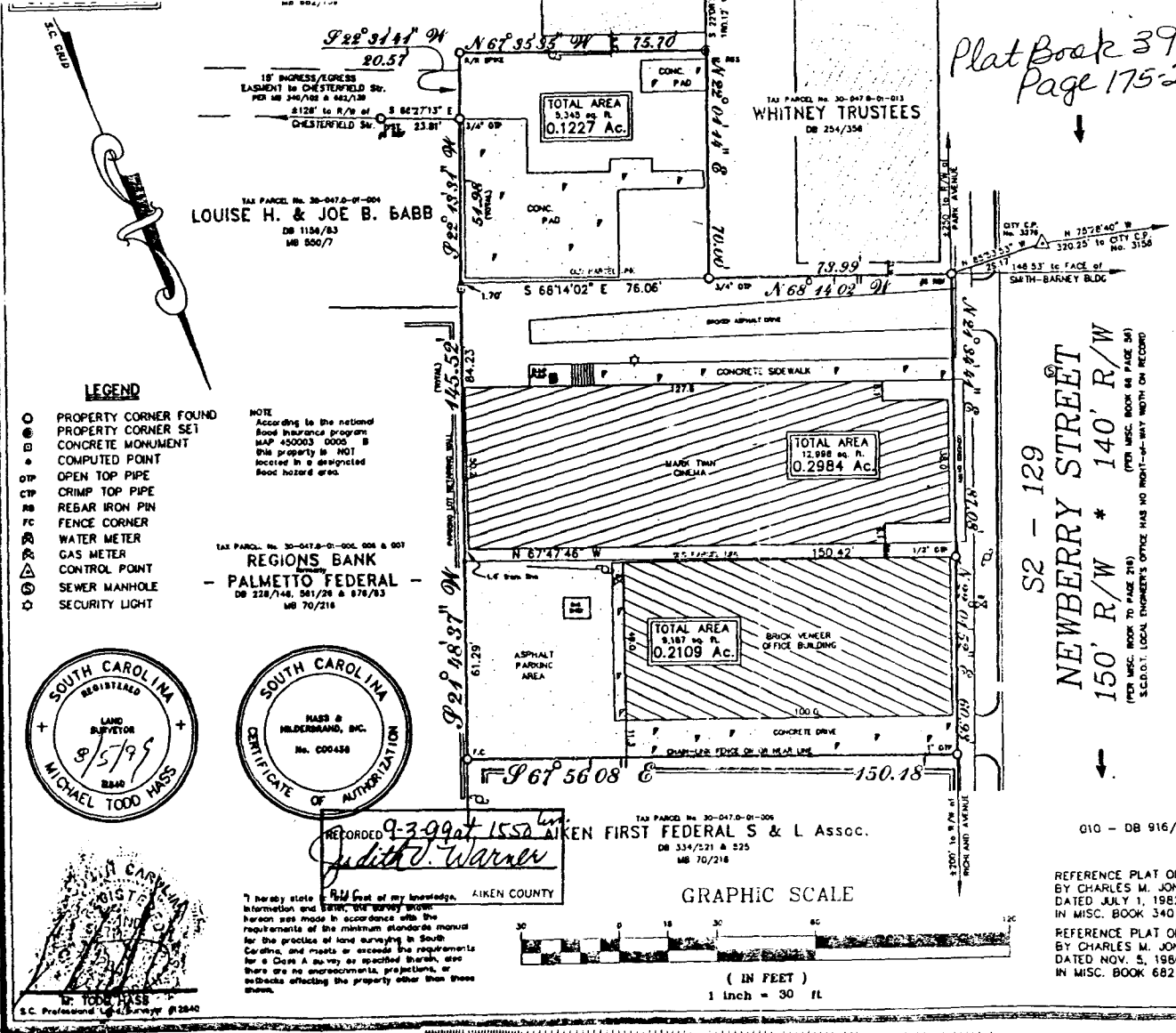
REFERENCE PLAT OF TP No. 012  
 BY CHARLES M. JONES S.C. # 712  
 DATED JULY 1, 1982 & FOUND  
 IN MISC. BOOK 340 PAGE 102.

REFERENCE PLAT OF TP No. 004  
 BY AYER, GRAHAM & ASSOCIATES  
 DATED MARCH 23, 1989 & FOUND  
 IN MISC. BOOK 550 PAGE 7.

REFERENCE PLAT OF TP No. 014  
 BY CHARLES M. JONES S.C. # 712  
 DATED NOV. 5, 1986 & FOUND  
 IN MISC. BOOK 682 PAGE 139.

REFERENCE PLAT OF TP No. 007-109  
 BY CHARLES M. JONES S.C. # 712  
 DATED DEC. 18, 1959 & FOUND  
 IN MISC. BOOK 70 PAGE 216.

MH No. C2755



TAX PARCEL No. 30-047.0-01-004  
**LOUISE H. & JOE B. BABB**  
 DB 1154/83  
 MB 500/7

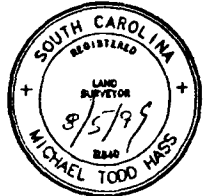
TAX PARCEL No. 30-047.0-01-013  
**WHITNEY TRUSTEES**  
 DB 254/358

TAX PARCEL No. 30-047.0-01-006 & 007  
**REGIONS BANK  
 - PALMETTO FEDERAL -**  
 DB 228/148, 561/28 & 876/83  
 MB 70/218

TAX PARCEL No. 30-047.0-01-006  
**AIKEN FIRST FEDERAL S & L Assoc.**  
 DB 334/221 & 525  
 MB 70/218

- LEGEND**
- PROPERTY CORNER FOUND
  - ⊙ PROPERTY CORNER SET
  - ⊞ CONCRETE MONUMENT
  - COMPUTED POINT
  - TOP PIPE
  - CRIMP TOP PIPE
  - ⊞ REBAR IRON PIN
  - ⊞ FENCE CORNER
  - ⊞ WATER METER
  - ⊞ GAS METER
  - ⊞ CONTROL POINT
  - ⊞ SEWER MANHOLE
  - ⊞ SECURITY LIGHT

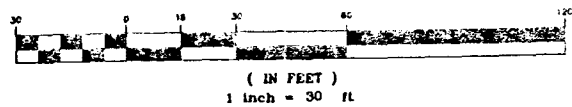
**NOTE**  
 According to the national  
 flood insurance program  
 MAP #50003 0005 B  
 this property is NOT  
 located in a designated  
 flood hazard area.



I hereby state that to the best of my knowledge,  
 information and belief, the survey shown  
 hereon was made in accordance with the  
 requirements of the minimum standards manual  
 for the practice of land surveying in South  
 Carolina, and meets or exceeds the requirements  
 for a Class A survey as specified therein, and  
 there are no encroachments, projections, or  
 setbacks affecting the property other than those  
 shown.

RECORDED 9-3-99 at 1550 hrs  
*Judith Warner*  
 AIKEN COUNTY

**GRAPHIC SCALE**



175

68910

Aiken City Council Minutes

March 25, 2002

WORKSESSION

Present: Mayor Cavanaugh, Councilmembers Clyburn, Cunning, Price, Smith, Sprawls and Vaughters.

Others Present: Roger LeDuc, Bill Huggins, Sara Ridout, Don Edmunds, John Paveglio, Harry Shealy, and 25 citizens.

Mayor Cavanaugh called the meeting to order at 6:30 P.M.

AIKEN CENTER FOR THE ARTS

Center for the Arts  
Laurens Street

Mr. LeDuc stated he would like to update Council on the building improvements planned for the Aiken Center for the Arts on Laurens Street.

Mr. LeDuc stated last year City Council met with the Center for the Arts Board of Directors concerning building improvements that they were planning over the next couple of years. The first phase primarily involves building two new accesses to the second floor, along with the installation of a new sprinkler system. This work is currently underway and they hope to soon begin Phases 2 and 3 which include a new elevator, improvements to the second floor area and façade changes on both the front and back of the building. The city approved a \$250,000 grant to help with these improvements, and they are receiving funds through the Accommodations Tax at a rate of \$40,000 a quarter. Their final payment will be received in January, 2003. Don Edmunds and Board member John Paveglio will provide Council with an update on their progress and plans for the future.

Mr. John Paveglio, of the Board of Directors for the Arts Center, stated he was present to give Council an update on how the \$250,000 which the city gave to the Arts Center was being spent. He said when they requested the funds in 2000 they said they would increase their exhibits to encourage people to come downtown. He said the building had not been closed during construction, but activities had gone on. He said 9 exhibits had been completed and each exhibit had averaged 1,500 people per exhibit. He said the Arts Center had continued to expand their programs and had increased the number of classes offered and had doubled the number of people served. He said last summer the Arts Center had partnered with United Way, the Aiken Housing Authority and the Boys and Girls Club to bring arts to over 100 underprivileged children. He said their fund raising had been very successful and their last Taste of Wine and Art netted \$23,000. Their Antiques in the Heart of Aiken was very successful and netted over \$40,000. He said the construction project had been broken down into three phases. He said this was done to break down the work into a measurable scope on cost so they could be sure they had the funding before starting work. He said the scope was broken down in such a way that upon completion of any one of the phases there is a benefit to the Center even if the other phases are not completed. He said Phase I is basically to get the building up to code by providing sprinklers for the entire building, installing underground fire lines in the alley, providing fire alarm system for the entire

building, installing front/rear fire escape stairs, installing new fire door down stairs, completing new offices on the second floor, installing a new gallery on the first floor where present offices are, and installing a kitchen. The budget for that phase is \$349,000. Phase 2 will complete the meeting room, classrooms, and storage rooms on the second floor, install an elevator and install folding partitions. The estimate for phase 2 is \$334,000. Phase 3 will complete the upper gallery and lower rear entryway and do the front and rear elevations. The estimate for phase 3 is \$287,000 for a total project estimate of \$970,000.

Mr. Paveglio stated to date the kitchen has been completed, the upstairs has been completely gutted and the sprinkler system is being installed. To date the Center has received \$80,000 from the city and the expenses have been \$40,000. However, in the next couple of months the expenses and revenues will cross over. He said a line of credit had been established with Regions Bank. He said they would not start a phase unless they have the required funding. He said with the Accommodations money and their cash reserves they have enough money to do phase 1. He said they feel they have enough controls in place to ensure the success of the project. He said they have a design build contract with a cap of \$349,000 with H. G. Reynolds who uses Cheatham, Fletcher, Scott & Sears as the architects. Hank Moorman, a local architect who is on the Center's Board, is in constant contact with the contractor as well as the architect. Don Edmunds, Executive Director, is at the facility to watch over the progress on a daily basis. The plans have been presented to the Board for approval. Any change orders to increase the costs above the cap will have to be approved by the Board prior to implementation. The schedule is to complete phase 1 by September, 2002. At that time they will decide on whether or not to begin phase 2. He said the most cost-effective schedule is to complete all phases without starting and stopping. He said the Board had put together a strategy for a capital campaign.

In discussion of the Arts Center it was pointed out that Council wanted the Arts Center to have some input into the hiring of the Tourism and Accommodations Coordinator through the Chamber of Commerce so there would be coordination of the various activities in Aiken. The Arts Center was asked to update Council about once a quarter on the progress of the project.

### HITCHCOCK WOODS

#### Storm Drainage

Mr. LeDuc stated the Hitchcock Woods Board would like to meet with City Council concerning stormwater drainage through Hitchcock Woods. In particular they would like to schedule a time when City Councilmembers can meet for two to three hours during the evening or on the weekend to view the various stormwater outfalls within the Woods. The city has been working with the Board for several years concerning possible improvements and has completed different studies looking at alternative solutions to these problems. They would like the city to complete a new overall study of the drainage in the Woods to determine what improvements need to be taken over the next several years and to create a phased schedule for these improvements. Except for one of the stormwater outfalls, they would need to obtain joint agreements with the County and State Highway Department concerning any proposed work, since in many cases over 50% of the stormwater comes from non-city sources. In nearly every case at least 20% of the water comes from the streets and rights of way maintained by the State Highway Department and the remainder from areas in Aiken County. Dr. Harry Shealy, President of the Board, and other members are present to discuss their proposal and to schedule a field trip with City Council.

Dr. Harry Shealy presented a document to Council called "The Need for Comprehensive Stormwater Management Plan for Hitchcock Woods." He pointed out the picture on the front was taken by Woolpert, who had done a report on drainage in the Woods. He said this area is referred to as the Grand Canyon. He said the Hitchcock Woods Foundation had been working on stormwater management for about 15 years. He said the Foundation would like to have a comprehensive stormwater management for the eight outfalls in the Woods. He said about 5,200 acres drain through the eight outfalls in Hitchcock Woods. About 70% of the land is in the city and about 30% is in the county. He said the Foundation had asked Larry Morris to do a comprehensive stormwater management plan. He said one goal is to use the opportunity to promote a solid partnership between the City of Aiken and Hitchcock Foundation by working together in a friendly and effective manner to stabilize the stormwater outfall problems in Hitchcock Woods. He said the goal is to bring the property back to a desirable, natural state. The second goal is to make all parties aware that the effort is a long term phased program. Also, while work is accomplished there would be a need to conduct cleaning and maintenance of projects that have already been completed. The dedicated effort by all concerned will continue to keep the Woods an excellent recreational and educational resource for Aiken and its citizens.

Dr. Shealy stated the Foundation wanted to ask City Council to give them two to three hours for a field trip in the Woods to show them some of the areas where there is damage from drainage. He said it would take about 6 months to get the stormwater management report from Woolpert. The proposal is to look at the priority of the projects based on finances. Dr. Shealy stated Peter Gray and General Robert Shelburn are also present.

After discussion Council set the date of Wednesday, April 3, 2002, at 1 P.M. to take a field trip of the Woods.

#### AIKEN COUNTY HISTORIC SOCIETY

##### Historic Marker History of Aiken

Mayor Cavanaugh stated he had received a letter from Allen Riddick of the Aiken County Historic Society suggesting that a historic marker be placed somewhere in the downtown area giving the history of Aiken. He said he would like for this to be discussed at the next work session.

#### BUDGET WORK SESSION

Mr. LeDuc stated he would like for Council to meet for a budget work session. Council set the date of April 29, 2002, at 4 P.M. for the budget work session.

#### CAMELLIA DOWNS

Councilwoman Vaughters stated she was concerned there was not an architect involved in the design for housing in the Camellia Downs project. She stated she was concerned that with the big trees, the curving streets and the unique features of the property that the city will have to be careful that the housing fits on the property.

Mr. LeDuc stated the city had sent out a request for proposals to at least 6 builders who have indicated they want to build in the former Camellia Trailer Park. He said these builders have working design drawings that they have used in the past. They will submit 4 or 5 sets of plans for review by the city. The staff will review the plans for size and certain architectural features. He said if an architect is involved the cost for each house would increase several thousand dollars.

Councilwoman Clyburn stated the city had stated when they met with the neighbors that the city would meet with them later to let them see the housing designs, and she would like for the city to honor that commitment.

### ROADWAY IMPROVEMENTS

Mr. LeDuc gave a brief review of the roadway improvements being made on the southside of Aiken to help with traffic problems. He said the connector road had been completed between Target and the Aiken Mall. A driveway has been constructed at the back end of Wendy's so customers don't have to exit onto Whiskey or Pine Log Road. Permission has been obtained from WalMart, the former Bojangles and Arby's to connect the roadway that leads to Centennial and the South Aiken High School, making a four leg intersection. This will make a driveway through to the WalMart parking lot. Presently the only way to get in and out of Arby's and Bojangles is by Whiskey Road so this will help customers of these two businesses. He said the city also has permission from WalMart to go ahead with the back entrance that will connect Dougherty Road to the back area of WalMart. He said this will connect Neilson and Dougherty Road. He said these connections would make it possible to come from Silver Bluff to these businesses and not have to get on Whiskey Road. There will also be a connection from Dougherty Road to the Publix shopping area. He said the city had applied for a grant to start the enhancements along Whiskey Road from Pine Log Road to Arby's.

### REGULAR MEETING

Present: Mayor Cavanaugh, Councilmembers Clyburn, Cunning, Price, Smith, Sprawls and Vaughters.

Others Present: Roger LeDuc, Bill Huggins, Gary Smith, Larry Morris, Richard Pearce, Ed Evans, Pete Frommer, Glenn Parker, Anita Lilly, Sara Ridout, Karen Daily of the Aiken Standard, Josh Gelinas of the Augusta Chronicle, and about 35 citizens.

Mayor Cavanaugh called the meeting to order at 7:35 P.M. Mr. LeDuc led in prayer, which was followed by the pledge of allegiance to the flag.

### APPROVAL OF AGENDA

Mayor Cavanaugh stated Council needed to approve the agenda.

Councilman Cunning moved, seconded by Councilwoman Price and unanimously approved, that the agenda be accepted as presented.

## MINUTES

The minutes of the regular meeting of March 11, 2002, were considered for approval. Councilman Sprawls moved that the minutes be approved as written. The motion was seconded by Councilwoman Clyburn and unanimously approved.

## PRESENTATION

Boards and Commissions

Certificates of Appreciation

Penland, Robbie

Accommodations Tax Committee

All, Peggy

Environmental Committee

Kirkpatrick, Susan

Historic Preservation Commission

Maurice, Stewart

Housing Authority of the City of Aiken

Earle, Tom

Park Commission

Barber, Thaddeus

Planning Commission

Mayor Cavanaugh stated Council would like to recognize volunteers who had rotated off some of the boards and commissions of the city and present a Certificate of Appreciation.

Robbie Penland served on the Accommodations Tax Committee from March 8, 1999 to February 12, 2001. Mr. Penland was not present and his certificate will be mailed to him.

Mayor Cavanaugh presented Certificates to the following:

Peggy All served on the Environmental Committee from December 9, 1991 to February 25, 2002. Mr. LeDuc pointed out Ms. All was a charter member of the Environmental Committee and was very instrumental in helping the city start the recycling program which has been a real landmark throughout the country. As chairman of the Committee Ms. All has worked on the city's water conservation program, the litter cleanup program, recycling program and the yellow bike program.

Susan Kirkpatrick served on the Historic Preservation Commission from May 22, 2000 to October 8, 2001.

Stewart Maurice served on the Housing Authority of the City of Aiken from April 23, 1990 to June 25, 2001. Mr. LeDuc stated Mr. Maurice served on the Housing Authority for 11 years and he was one who helped hire Reggie Barner, Executive Director of the Housing Authority. During this time New Labor was formulated, which has done a tremendous job on the north side with housing.

Tom Earle served on the Park Commission from January 23, 1978 to February 25, 2002. Mr. Earle stated he had been training in the field of forestry, horticulture, urban forestry, soil science

and plant nutrition much of his life. He thanked Council for giving him the opportunity to use that training to help the city protect and preserve the parks and help beautify them to improve the quality of life for Aiken. He offered his assistance in the future to help the city in any way.

Mr. LeDuc stated Mr. Earle had been working on the rose garden at Hopelands/Rye Patch for about 10 years and this has been a labor or love.

Thaddeus Barber served on the Planning Commission from September 25, 2000 to January 14, 2002.

Mayor Cavanaugh presented Certificates of Appreciation to each of the volunteers, and thanked them for their service to the city and to the citizens of Aiken.

Councilwoman Price stated the service of these volunteers had been a labor of love. She stated these 6 volunteers had given about 50 years of their time, labor, and love to the city. She said this was unpaid time, but time they wanted to give to their city.

### PRESENTATION

#### Clyburn, William "Bill"

Mayor Cavanaugh stated Council would like to make a special presentation. He said this person had been recognized at a very high level. He said Bill Clyburn had served the community for a number of years, both on City Council and County Council and as a State Representative. He said he had recently been honored by the National Association of State Boards of Education as the Policy Leader of the Year. Mayor Cavanaugh stated Council wanted to recognize Mr. Clyburn not only for the honor received, but also as a fine Christian man, a leader and father. It was pointed out that this was a national award and Mr. Clyburn was the National Policy Leader of the Year and the winner from all the nominations from all over the country.

Mayor Cavanaugh read a resolution, which had been prepared and presented it to Representative Clyburn.

Representative Clyburn thanked Council for honoring him in this special way.

### BOARDS AND COMMISSIONS

#### Appointments

##### Smith, Greg

#### Historic Preservation Commission

Mayor Cavanaugh stated Council needed to consider one appointment to the boards and commissions of the city.

Mr. LeDuc stated Council has four pending appointments to boards and committees of the city and one appointment is presented for Council's consideration.

Councilman Cunning has recommended reappointment of Greg Smith to the Historic Preservation Commission. If reappointed the term would expire December 31, 2003.

Councilman Cunning moved, seconded by Councilwoman Price and unanimously approved, that Council reappoint Greg Smith to the Historic Preservation Commission with the term to expire December 31, 2003.

AIKEN CORPORATION – ORDINANCE 03252002

Loan

Washington Group

Playhouse

Newberry Street

LED of Aiken, Inc.

Mayor Cavanaugh stated this was the time advertised for second reading and public hearing on an ordinance to lend \$3.5 million to the Aiken Corporation.

Mr. LeDuc read the title of the ordinance.

AN ORDINANCE AUTHORIZING THE CITY OF AIKEN TO LEND UP TO \$3,500,000 TO PROVIDE TERM FINANCING TO LED OF AIKEN, INC.

Mr. LeDuc stated in the fall of 2000 City Council gave the Aiken Corporation a one year construction loan of \$3.5 million to construct a building to serve as the headquarters for the Washington Group. This loan was extended to April 7, 2002, to allow them to develop a repayment schedule for this funding. Two area banks, Regions and Security Federal, had agreed to pledge \$2.1 million of this debt and Aiken Corporation had requested the City of Aiken to make a permanent loan of \$1.4 million for the balance of the \$3.5 million loan. However, at the last Council meeting Council decided that the entire loan should be made through the City of Aiken.

The City will be receiving monthly payments from Aiken Corporation to pay off the \$3.5 million loan at a minimum interest of 5%, or 1% over the city's current investment rate with the State of South Carolina, whichever rate is larger. Therefore, if the rate the city is receiving from the current investment pool were 2.5% the City would receive 5% from Aiken Corporation. If the investment pool rate were 4.5% the City would receive 5.5%, or 1% over the investment pool. The extra money received from the difference between the state investment pool rate and the rate Aiken Corporation will be paying would be used to first offset the interest and then the remainder would be used to help offset the principal of the loan the City is intending to make to the Playhouse. Once the loan to the Playhouse has been paid in full, then the minimum interest rate would drop to 4.5%, or 1% over the city's current investment rate, with the extra money used to reduce the principal of the loan. The maximum interest rate to Aiken Corporation would be 7.5%. The monthly lease payment from the Washington Group to Aiken Corporation will be \$27,948.89. There is a ten-year lease agreement between Aiken Corporation and the Washington Group. The lease can be renegotiated in five years.

With the construction of this building by the Aiken Corporation, there have been many pluses for the City of Aiken. This year the city will begin receiving over \$60,000 in new taxes on this building from Aiken Corporation and the headquarters has created 40 new high paying jobs. The City of Aiken will receive this \$60,000 over the next nine-year life of the TIF District. After the TIF period is over then the taxes will be divided between the School District, Aiken County and

the City of Aiken. With the City of Aiken as the sole lender Aiken Corporation through this loan agreement will be paying a lesser amount than they had originally intended to pay to area banks. This will help reduce the total payment for the new building from a 20-year pay back to around 18 years. Most importantly though, this building, along with the Playhouse, provides an anchor for Newberry Street and the downtown. The agreement with Aiken Corporation and the City of Aiken is for a five-year period at which time this agreement can be renegotiated by both parties.

As stated in Section 1 of the proposed ordinance, Aiken Corporation will cooperate with the City Council on any revenue derived from this building. Upon a two-thirds super majority vote of approval of Aiken Corporation's Board of Directors on any new project using this revenue, they will submit a detailed proposal for Council to discuss and give input.

City Council approved the ordinance on first reading at the February 25, 2002, meeting and asked that it be continued under the amendments made at the March 11, 2002 meeting.

Mr. LeDuc stated before the ordinance can be adopted Council would have to vote to amend the ordinance to include the amendments proposed at the March 18, 2002 meeting which include: 1) The Aiken Corporation must have a two-thirds super majority vote of approval of Aiken Corporation's Board of Directors on any new project using revenue derived from the Washington Group building on Newberry Street; 2) The Aiken Corporation will submit a detailed proposal on any new project using revenue derived from the building for Council to discuss and give input; 3) A minimum 5% interest rate will be paid by the Aiken Corporation until the Playhouse loan is paid off at which time the interest rate reverts to 4 ½%.

Councilman Cunning stated he would like for Council to amend the ordinance to state that the principal amount to the Playhouse be escrowed and it may be used for the reduction of the Playhouse loan if the fundraising efforts fall short. He said he would suggest that after five years the principal amount be set aside in an escrow and if the Playhouse does not raise the required funds then the matter will be brought back to Council for consideration of using the funds to pay the principal of the Playhouse loan. If the Playhouse does meet their fundraising goal then the principal amount would be used to pay down the Washington Group loan. He said he was in favor of paying the interest for the Playhouse, but to at least give the Playhouse over the next five years the opportunity to try to raise the \$935,000, which they committed to raise. If the Playhouse is successful then the principal amount that would be set aside in the escrow account would be paid against the Aiken Corporation loan.

Councilman Smith stated he understands the proposal to be that the funds would be available if the Playhouse needs the funds because they don't meet their fund raising goal.

Councilman Cunning stated he was willing to give the Playhouse what they asked for. He said the Playhouse asked the city for a loan. They did not ask the city to help pay the principal and interest. He said he was willing to pay the interest on the loan. He said he felt the Playhouse could raise the \$430,000 needed to meet their fund raising efforts. He said if the money is not raised in five years the escrow account would have been set aside and Council could vote at that time to use the money to pay on the loan. He said, however, if Council would agree to the escrow he would be willing for Council to state now that the escrow account would be applied to the loan in five years.

Councilwoman Vaughters stated she felt Council should make that decision now and not leave that decision to Council in five years from now. She felt the Playhouse needed to know that they have the city's support.

Mr. Wade Brodie, Chairman of the Aiken Corporation, stated he felt there was a consensus at the meeting on March 18 that any difference between the interest that the city would receive on the State Investment Pool and that which the Aiken Corporation paid would go first to pay the interest on the Playhouse loan and second to pay the principal on the loan.

Councilman Smith stated he felt Councilman Cunning's proposal would be a lot of bookkeeping

Councilman Cunning moved that the principal portion for the Playhouse loan, which is to come from the Washington Group lease and the Aiken Corporation's payment to the city, be escrowed for five years and if the Playhouse loan is not paid off in five years that the amount in the escrow account would be applied to help pay off the Playhouse loan.

City Attorney Gary Smith stated the best way to handle the matter is to consider the proposed amendments to the ordinance which were proposed at the March 18 work session meeting of Council and the Aiken Corporation.

Councilman Cunning moved, seconded by Councilwoman Clyburn, that the ordinance as amended at the March 11, 2002, meeting be further amended to include the proposed amendments suggested at the March 18, 2002 meeting with the Aiken Corporation to include: 1) The Aiken Corporation must have a two-thirds super majority vote of approval of Aiken Corporation's Board of Directors on any new project using revenue derived from the Washington Group building on Newberry Street; 2) The Aiken Corporation will submit a detailed proposal on any new project using revenue derived from the building for Council to discuss and give input; 3) A minimum 5% interest rate will be paid by the Aiken Corporation until the Playhouse loan is paid off at which time the interest rate reverts to 4 ½%. These items had been included in the ordinance presented to Council for consideration at this meeting.

Councilwoman Vaughters stated she could not accept the wording that the Aiken Corporation would "cooperate" with City Council on any new projects using funds derived from revenue on the Washington Group building when we are talking about \$3.5 million of taxpayers' money. She said the Aiken Corporation had done a fine job, but it was originally funded by money raised under city sponsorship. If the City of Aiken's name had not been behind the fundraiser the money would not have been raised. The projects the Aiken Corporation has done successfully have depended on donations from the City of Aiken of land and other assets. She said as a Councilperson she must look out for the taxpayers money. She said in fifteen years the Aiken Corporation will own a \$3.5 million building. The Aiken Corporation appoints its own members, but City Council must have some say as to which projects will be addressed. She said she did not understand how Council could pass up this opportunity to have some say about how the money derived from this building will be spent. She said she wanted to amend the ordinance to say that the Aiken Corporation "must agree" with City Council of the City of Aiken to determine how the revenue derived from this building will be invested. She said she did not see this as being hard to do as they had agreed on projects so far, but it is very conceivable that in fifteen years there could be a City Council whose goals do not agree with those of the Aiken

Corporation. She said she would like for the Aiken Corporation and Council to have to work together and agree on the projects. She said she did not understand how Council could have nothing to say about how the income is spent. She said she wanted to change the word "cooperate" to "must agree with."

Mayor Cavanaugh called for a vote on the motion to amend the ordinance as presented to Council, which includes the amendments proposed at the March 18, 2002, work session. The motion was approved by a vote of 4 in favor and 2 opposed with Councilwoman Price not participating in the voting. Voting in favor were Mayor Cavanaugh, Councilmembers Cuning, Clyburn and Sprawls. Opposed were Councilmembers Smith and Vaughters.

Councilman Cuning moved that the principal portion for the Playhouse loan, which is to come from the Washington Group lease and the Aiken Corporation's payment to the city, be escrowed for five years and if the Playhouse loan is not paid off in five years that the amount in the escrow account be applied to help pay off the Playhouse loan. The motion was seconded by Councilman Smith. The vote on the motion was 3 in favor and 3 opposed. Those in favor of the motion were Councilmembers Cuning, Smith and Sprawls. Opposed were Mayor Cavanaugh and Councilmembers Clyburn and Vaughters. Councilwoman Price did not participate in the voting. The amendment did not pass.

Councilwoman Vaughters moved that the ordinance be amended to change the statement from "will cooperate" to "the Aiken Corporation will enter an agreement with the city of Aiken that, upon payment in full of the principal balance of this loan, the Aiken Corporation must agree with the City Council of the City of Aiken to determine how the revenue derived from this building, if any, will be invested." The motion was seconded by Councilman Smith.

Councilman Cuning stated he understands the concerns. He pointed out the Aiken Corporation agreed to a two-thirds majority vote to approve projects using the revenue derived from the Washington Group building. He also pointed out Council appoints two Councilmembers to the board of the Aiken Corporation. He said the proposed ordinance states the Aiken Corporation will submit a detailed proposal for any planned investment of the revenue from the building to City Council for discussion and input. Councilman Cuning pointed out when the loan to the Aiken Corporation is paid back the taxpayer would not have contributed, but would benefit as money would have been made on the loan. He said when the loan is paid in 15 to 18 years the city taxpayer would not have put any money into the loan, but would have received a benefit. He did point out there is more of a risk on the loan from the 10<sup>th</sup> to 17<sup>th</sup> year. He said he felt with the two-thirds majority vote required on a project, with Council appointing two Councilmembers to the Aiken Corporation board, and requiring that new projects using revenue derived from the building be presented to Council for discussion and input, that the city would be okay.

Councilwoman Vaughters stated she did not feel that two Councilmembers on a board of nine could make a difference if Council and the Aiken Corporation disagree. She did not feel that the wording "must agree" would be difficult for Council and the Aiken Corporation. She said the taxpayers perception is that City Council is responsible for the money. She said the proposed ordinance only says the Aiken Corporation will "cooperate." She said "must agree" is a little more forceful and indicates that Council and the Corporation must have similar goals. She was concerned about what might happen in the future as members will be rotating off the board. She pointed out Council has no say over appointments to the Board.

Councilwoman Clyburn stated she felt cooperate means that Council will work with them and that they will work with Council. She said it means that whenever they have projects relating to this they will bring them to Council if they are approved by a majority of their Board. She said Council and the Corporation can discuss them and Council will have some input. She felt they had been cooperative in the past and felt they would continue, as they will want city services. She said they will need to work with Council and receive Council's input. She said the two Councilmembers on the Board should be able to keep Council informed of projects.

Councilman Smith stated he did not know how much Council learned from the present two Councilmembers on the Corporation Board about the Performing Arts Building. He said he felt Council did not learn much about the project from the Councilmembers. He said the ordinance says Council will have discussion and input, but the Corporation was very careful to avoid any idea that Council and the Corporation had to formally agree on their proposals. He said he felt economic corporations are good for a community, but such corporations as they build wealth become independent of the elected body and go off on their own. He was concerned that this could happen with the Aiken Corporation. He said once they have enough money to hire their own staff they tend to become independent. He said if cooperation is so good then to mutually agree is such a small leap of language. He did not understand the hesitation to mutually agree. He said Council needed more than a gentleman's agreement that they will all cooperate in the future.

Councilman Cuning moved, seconded by Councilman Smith that Councilwoman Vaughters motion be amended to state "mutually agree" rather than "must agree."

Mr. Wade Brodie stated the Corporation had not done anything without the cooperation of the city. He said every project the Corporation had been involved in has been before Council. He said cooperate means working together.

Council continued to discuss "mutually agree" and "cooperate" and the meaning of the words. Councilwoman Clyburn pointed out the language in the ordinance was the wording of Councilman Smith at the meeting on March 18. She said the only word changed was the word at the end. She said at that time all the parties involved agreed at the time. She drew a parallel between the Aiken Corporation and the City of Aiken and the Housing Authority and New Labor. She said New Labor had been a really good thing and had helped build housing. She said she hoped that the same wisdom that made that effort work will be the same spirit that the city will continue to work with the Aiken Corporation. She said she had not seen the Aiken Corporation work to the detriment of the city. She said she felt they would continue to come to Council and that they would cooperate with the city in their endeavors. She said she did not feel the need to put strong language that would indicate that Council has the "control" over the group.

Councilman Smith stated control was not the question. He said the Corporation would be the creators of the projects, would propose the projects and come to Council for approval. He said, however, this does not take care of the future. He said mutually agree has sort of a legal enforceability and that cooperation can't be defined in the same way.

Mr. Brodie stated that in looking at the Corporation working with the city, he said in most anything the Corporation does they would have to have some sort of city approval. He said even if the Corporation had lots of money it would still have to get Council's approval for utilities.

Mayor Cavanaugh called for a vote on the motion that the ordinance be amended to change the statement from "will cooperate" to "the Aiken Corporation will enter an agreement with the city of Aiken that, upon payment in full of the principal balance of this loan, the Aiken Corporation will mutually agree with the City Council of the City of Aiken to determine how the revenue derived from this building, if any, will be invested." The vote was 3 in favor and 3 opposed with Councilwoman Price not participating in the voting. In favor of the amendment were Councilmembers Cunning, Smith and Vaughters. Opposing the motion were Mayor Cavanaugh and Councilmembers Clyburn and Sprawls. The motion did not pass.

Councilman Smith stated he would like to propose another amendment to the ordinance. He said at the last meeting he discussed the fact that there should be both a financial audit and a management audit of the relationship between the Aiken Corporation and the City of Aiken.

Councilman Smith moved that Council amend the ordinance to include a statement that the city define the relationship between the Aiken Corporation and the City of Aiken including financial, legal and all business aspects. He said this would include providing a management evaluation of the Washington Group and Performing Arts building, highlight both the strong and weak points in its management, identify any execution concerns where monies were not spent or activities not completed as intended, identify the underlying problems which caused the schedule or budget overruns, identify any unidentified concerns, and provide recommendations for managing future projects. Also, that the relationship between the Aiken Cooperation and the City of Aiken operate as defined above throughout this project, or, if not, document how it did operate. He said this is accountability from a management standpoint. He said if Council was willing to better define the future of the Corporation that this would not have to be done, but the situation now is such that this should be done and will give Council a better sense of where they want to be in the future. The motion was seconded by Councilwoman Vaughters.

It was pointed out that a financial audit is done each year on the Corporation. Councilman Smith stated the proposal was not a financial audit, but a management audit. This is to find out who authorized what, when, and how.

Councilman Cunning stated he agreed with a financial audit, which is already done, but he hesitated on a management audit without a clue as to how much this will cost. He said this could cost quite a bit. He said the city taxpayer would have to pay for such an audit.

Councilman Smith stated a rough cost would be \$10,000 to \$15,000, but talking about a \$3.5 million project he did not feel that this would be too much to spend in order to make sure things are done completely right in the future.

Mayor Cavanaugh stated the Center for the Arts had presented how they were going to control their projects. So he was wondering why the City needed to spend any money when there is an example and there are people who know how to do this. He asked why hire someone to make an investigation of something.

Councilman Smith said he would not call this an investigation, but would call it an independent management audit. He said he did not feel this could be done objectively in-house. He said he had not found anyone who knows exactly all the ins and outs and what happened in the Washington Group and Performing Arts Center building and why there was an overrun.

Councilwoman Clyburn stated if Councilmembers realized in their deliberations how some of the things said affect the people who have worked so hard over the years for the city including the staff, Councilmembers, and volunteers. She said she felt Council needed to give consideration for how they feel about some of the things Council says and how other people read into what they are saying about some of the people that have worked so hard over the years. She said she felt Council needs to be very careful about how they go about some of the things they do. She said these things sting pretty bad when you start talking about the way things have been done and what some of the implications are. She felt Council needed to take a look at that. She said everything had not always been done 100% correct, but they had at least tried and did what they felt was in the best interest of the majority of the people in the city. She said everybody may not have gone about doing things the way all would have wanted them to be done, but she felt Council had done a good job over the years. She said there is always room for improvement, but she did not want to get into start insinuating that things may not be right or there could have been improvement on everything done so far. She said Council needs to be careful how they do some things. She said Council has to realize what they are saying and how they saying it.

Councilwoman Vaughters stated there had been some frank discussions and she felt this is what Councilmembers are expected to do. She did not feel that Council should be afraid to say what they feel is wrong with something because someone might get their feelings hurt. She did not feel "insinuating" was an appropriate word describing person's reasons for asking questions and making frank comments about decisions that were made in the past that they do not agree with.

Councilman Smith stated this is not aimed at people, but is talking about the institutions in which we work. He said this is to find out if there is a better way for these institutions to interact. He said he felt it was worth an audit of how the Aiken Corporation and the city do business.

Mayor Cavanaugh stated he was not ready to vote on an amendment on an evaluation at this point. He said Council had not had a chance to look at this. He said he wanted to see the proposed amendment in writing and a chance to review it before making a decision. He said he was certainly for accountability. He said he did not feel the Aiken Corporation or the Playhouse would object to the management procedures, but he would like to know what would be done. He said this could be considered at a later date.

Councilman Smith stated he understood Mayor Cavanaugh's concerns and he would give a better outline to Council for their consideration at the next meeting.

Mayor Cavanaugh stated the matter could be placed on the next work session for discussion.

Mr. LeDuc stated he understood the proposed audit would be to see how the city and the Aiken Corporation work together on projects. He said this particular project would involve the four partners which would include the Washington Group, the Playhouse, the Aiken Corporation and the city. He understood the proposal is to have some firm audit the groups and look at each entity.

Councilman Smith stated any documents involving the Washington Group were with the Aiken Corporation so these documents should be available through the Aiken Corporation. He said he did not feel the Washington Group needed to be included.

Councilman Smith withdrew his motion and Councilwoman Vaughters agreed to the withdrawal. The matter of a management audit is to be discussed at the work session on April 8, 2002.

The public hearing was held on the ordinance as presented to Council with amendments proposed at the March 18, 2002, meeting.

Mr. Wade Brodie stated he had one question. He said the loan document was prepared using the document when banks were involved. He said since the city bought the property on which the Washington Building has been built he questioned the need for Title Insurance. He said the Corporation has a lease/purchase agreement with the city. He said the city owns the property. He said Title Insurance would probably cost about \$4,000. He said he would like to say the Aiken Corporation has enjoyed working with the city on this project and he felt it would be a benefit to the city.

After discussion Council agreed there was no need for the Title Insurance since the city owned the property.

Councilwoman Clyburn moved, seconded by Councilman Sprawls, that Council amend the commitment letter for the \$3.5 million loan to delete the requirement for Title Insurance. The motion was unanimously approved with Councilwoman Price not participating in the voting.

Councilman Cuning moved, seconded by Councilwoman Clyburn, that Council approve the ordinance for the \$3.5 million loan with the provisions included in the ordinance and that the Title Insurance be deleted from the commitment letter. The motion was approved by a vote of 5 in favor with Councilwoman Vaughters opposing the motion and Councilwoman Price not participating in the voting.

#### COMMUNITY PLAYHOUSE – ORDINANCE 03252002A

Center for Performing Arts

Performing Arts Center

Newberry Street

Washington Group

Loan

Playhouse

Mayor Cavanaugh stated this was the time advertised for second reading and public hearing on an ordinance to borrow funds to complete the construction of the Center for the Performing Arts.

Mr. LeDuc stated this ordinance is a companion to the loan for the Aiken Corporation as the Performing Arts Center is the other half of the building.

Mr. LeDuc read the title of the ordinance.

AN ORDINANCE AUTHORIZING THE CITY OF AIKEN GENERAL FUND TO BORROW \$1,642,993 FROM THE CITY OF AIKEN'S VARIOUS FUNDS AND ACCOUNTS AS OUTLINED HEREINBELOW FOR THE PURPOSE OF PARTIALLY FUNDING THE NEW CONSTRUCTION AND EQUIPPING OF THE WASHINGTON GROUP CENTER FOR THE PERFORMING ARTS.

Mr. LeDuc stated at a work session, City Council heard a request from representatives of the Aiken Corporation and the Playhouse to obtain the final funding to complete the Center for the Performing Arts. At that meeting Council received information asking the city to contribute \$757,993 as their share of the project and for the Playhouse to borrow \$935,000 from the city. Since that time Aiken Corporation has stated that they will contribute an additional \$50,000 to the project which will reduce the City's share to \$707,993. The items that they are asking the city to pay for include the following:

Land and site prep		\$305,000
Architect/Engineering Fees		241,021
Items outside ACP Control		
1/3 versus 2/3 Lobby and Hospitality		171,052
52% versus 50% Phase I		<u>40,972</u>
Total		\$757,993
Aiken Corporation Contribution	-	<u>50,000</u>
Total		\$707,993

The city loan that the Playhouse is asking the city for includes funds to be repaid as follows:

Outstanding Pledges	\$325,000
Accommodations Tax	55,000
Further ACP Fund Raising	430,000
Value of Existing Building	<u>125,000</u>
Total	\$935,000

If the city approves this amount then the city's portion will be \$2,207,993 towards a building valued at \$7,658,000.

In the proposed ordinance these funds will be borrowed from various holding funds of the city. The city's investment in the loan will be paid back in five years or less. The city will pay back their portion from ticket user fees, revenues derived from the rental of the Center for the Performing Arts, from State and Local Accommodations Taxes, and from funds derived from the Capital Projects Sales Tax. Depending on how much money the city uses from the Capital Projects Sales Tax, this portion should be paid back within two to three years, but will be set up on a five year pay back schedule.

City Council decided to pay the interest on the \$935,000 loan to the Aiken Community Playhouse through the difference in funding that they will be receiving on the loan to the Aiken Corporation versus what they would receive from the State Investment Pool. Once the interest has been paid then any additional funds gained from the loan will be used to help offset the principal of the Playhouse loan.

Mr. LeDuc stated Council approved the ordinance on first reading on March 11, 2002, to provide \$1,642,993 for the completion and equipping of the Washington Group Center for the Performing Arts.

The public hearing was held and no one spoke.

Councilwoman Clyburn moved, seconded by Councilman Smith and unanimously approved, that Council approve the ordinance to provide \$1,642,993 for completion and equipping of the Washington Group Center for the Performing Arts. Councilwoman Price did not participate in the voting.

#### ANNEXATION – ORDINANCE

Pine Log Road East

Squire Street

TPN 00-180.0-01-008

TPN 00-180.0-01-055

TPN 00-180.0-01-274

Home Sites, Ltd.

Toolebeck Road

Mayor Cavanaugh stated an ordinance had been prepared for first reading to annex property at East Pine Log Road at Squire Street.

Mr. LeDuc read the title of the ordinance.

AN ORDINANCE TO ANNEX TO THE CORPORATE LIMITS OF THE CITY OF AIKEN CERTAIN PROPERTY CONSISTING OF 53.2 ACRES OF LAND, MORE OR LESS, OWNED BY HOME SITES, LTD. AND TO ZONE THE SAME RESIDENTIAL SINGLE-FAMILY (RS-6).

Mr. LeDuc stated that, in February, City Council approved a request for water and sewer to a 53.2 acre development off of East Pine Log Road at Squire Street. The developer intends to construct stick built homes on this property and at the time of the utility request Aiken City Council asked that the property be annexed into the city. Since this time we have discussed the utilities with the Couchton-Montmorenci Water District, and they are allowing us to serve this site with sewer, but they will provide the water to this development since this is in their territory. This is according to an agreement that the city and Couchton-Montmorenci Water District approved several years ago as their territory. Montmorenci will give us the monthly water billings for each of these homes which we will then use to produce a monthly billing for sewer, garbage and stormwater at each of these home sites.

The Planning Commission unanimously recommended annexation based on two conditions:

1. that paved stub-outs connect with future developments to the south and southwest prior to connection of sanitary sewer lines to any house;
2. that a protective barrier is installed to the drip line around the Deodora Cedar near the current house located on the site prior to any work being done, including demolition of the house, and should be maintained until the entrance road is completed.

Councilwoman Clyburn moved, seconded by Councilman Sprawls and unanimously approved, that Council pass on first reading an ordinance for annexation of 53.2 acres of property on East Pine Log Road at Squire Street with the proposed zoning of RS-6 and that second reading and public hearing be scheduled for the next regular meeting of Council.

Councilwoman Vaughters stated she was concerned about trees on the property and wanted to know if any of the trees would be saved. She also asked if the new Tree Ordinance would cover this property.

Mr. Mark Graham stated there were several big trees around the house on the property and they intend to save as many trees as possible. He pointed out that the Tree Ordinance does not address residential property but addresses commercial property. He said one big draw for this area of town is the city's recreation area. He said the proposed plans call for sidewalks in the subdivision and the tying of a sidewalk into the sidewalk along Pine Log Road in order for the residents to get to the city's recreation area.

#### ZONING ORDINANCE - ORDINANCE

##### Amendment Landscaping and Tree Ordinance Tree Ordinance

Mayor Cavanaugh stated an ordinance had been prepared for Council's consideration to amend the Zoning Ordinance to enhance landscaping and tree preservation.

Mr. LeDuc read the title of the ordinance.

#### AN ORDINANCE AMENDING THE CITY OF AIKEN ZONING ORDINANCE TO ENHANCE LANDSCAPING AND TREE PRESERVATION.

Mr. LeDuc stated that at the work session on March 11, 2002, Bill Reynolds of the Planning Commission discussed the results of working with city staff to amend our current Tree Ordinance. The proposed changes are shown in Article 6 of the Landscaping and Tree Ordinance and Design Standards. Several meetings were held, with the last attended by a dozen individuals who either were involved with the design, landscaping plans, nurseries, or installation of trees for many of the commercial and residential developments in Aiken. Based on their comments and information received from many other cities, plus general comments from the community, Mr. Reynolds has put together these changes for Council's review and approval.

The Planning Commission discussed these changes at their February 12, 2002 meeting and voted unanimously to recommend approval of the proposed amendments on the condition they be reviewed after one year to determine if any additional changes are necessary.

Some of the major changes include requiring irrigation to be installed in all new locations, whereas currently over 25% of the time locations do not have irrigation. It will also be a requirement that a tree survey be completed for all new developments, where currently only those under two acres are surveyed. This survey should help avoid some of the problems we faced like at Trotters Run Apartments off Varden Drive. The new ordinance will also establish a Tree Fund if the developer cannot for some reason meet the number of inches required to be planted on the site with the funds being deposited in a city account for planting of trees on city property. The new language also requires that no more than 80% of the significant tree inches on a site should be removed and that landscaping islands be placed every 10 parking spaces and offset so as not to be in a straight line. This will help break up the vast asphalt expanse and discourage vehicles criss-crossing through a shopping area. The new ordinance will be counting inch diameters of trees not the number of trees and gives credit for saving significant trees, thus giving more flexibility to the developer and staff. Along with all of these requirements the developer will also be able to reduce the diameter of newly planted trees from 3 inches to 2 inches.

Councilwoman Price moved, seconded by Councilman Smith and unanimously approved, that Council pass on first reading an ordinance to amend the Zoning Ordinance to enhance landscaping and tree preservation and that second reading and public hearing be set for the next regularly scheduled meeting.

### FAIR HOUSING MONTH

#### Proclamation

Mayor Cavanaugh stated a proclamation had been prepared for Council's consideration declaring April as Fair Housing Month.

Mr. LeDuc stated the City of Aiken works very closely with HUD and the South Carolina Housing Authority on the development of affordable housing projects. This partnership, especially in the last few years, has allowed the city to construct several new homes along Chesterfield Street, Dupont and Gayle. We have also through their funding helped many residents rehabilitate their existing structures. The major goal of the Housing Authority, the State and Federal Government is to provide affordable housing to our residents and to help improve their neighborhoods.

A proclamation has been prepared to declare April as the city's Fair Housing Month. This proclamation is our way of saying "thank you" to the Housing Authority Board and New Labor, the State and HUD for all they have done in their efforts to provide the American dream to as many individuals as possible.

This year's theme is, CDBG: Uniting Communities Across America."

Councilwoman Price moved, seconded by Councilman Cunning and unanimously approved, that Council adopt the proclamation declaring April as Fair Housing Month with the theme of CDBG: Uniting Communities Across America.

### GOALS 2002-2003

#### Aiken Horizons Fiscal Year 2002-03

Mayor Cavanaugh stated Council needed to consider adoption of goals for fiscal year 2002-2003.

Mr. LeDuc stated that at the Aiken Horizons Council discussed goals for the period starting July 1, 2002 through June 30, 2003. Some of these goals are ones which we have jointly held as important for the city to continue, such as the mission at SRS, Home Rule legislation, and youth programs within our city. The goals that Council jointly selected at the Saturday morning session led by Dennis Rogers are listed, and the staff will begin implementing them with next year's budget.

The proposed goals for 2002-2003 are as follows:

1. The City will work to develop and strengthen growth management strategies.

#### Strategies

- a) Complete development of an overlay district for portions of the Whiskey Road corridor outside Aiken's City limits in cooperation with Aiken County
  - b) Develop a Master Plan for Old Aiken
  - c) Update the City's Comprehensive Land Use and Transportation Plan for the City's utility area north of Aiken.
  - d) Develop strategies to improve traffic congestion problems on Aiken's south side, including a traffic management / impact ordinance.
  - e) Develop strategies to promote the reuse of vacant "Big Box" buildings and an ordinance for new "Big Boxes."
2. Continue to support current and future missions of the Savannah River Site through annual visits to Washington in support of regional projects and by receiving periodic updates on Site missions and plans
  3. The City will promote economic development opportunities on Aiken's North side

#### Strategies

- Develop incentives for quality northside development
4. Strive for greater volunteer diversity, development opportunities and recognition.

5. The City will continue to strengthen and grow the Character First program

Strategies

- a) Encourage greater adult participation
- b) Encourage and develop more youth activities related to the program

6. Support sound fiscal policies in order to insure the City's financial strength

Strategies

- a) Strive to locate and develop new revenue sources and reduce expenses where possible to offset impending revenue losses from the State level
  - b) Maintain acceptable fund balance levels
7. Strive to tailor the needs of each City department to growth trends, demographic shifts and general community needs
8. Support and develop measures designed to preserve and protect our natural resources

Strategies

- a) Investigate funding approaches to support a Land Bank for the protection of open space
- b) Strengthen the City's litter program

Councilwoman Price moved, seconded by Councilwoman Clyburn and unanimously approved, that Council adopt the goals as presented for fiscal year 2002-2003.

WHISKEY ROAD

South Carolina Department of Transportation

Silver Bluff Road

Whiskey Road

Connector Roadway

Consultant

Mayor Cavanaugh stated Council needed to consider approval of the ranking of consultants for the roadway connector study between Whiskey Road and Silver Bluff Road.

Mr. LeDuc stated that for the last several months the City of Aiken has been working with the South Carolina Department of Transportation (SCDOT) to complete the requirements for a grant to study the roadway connector between Silver Bluff and Whiskey Road. The last requirement is to hire a consultant and over the last two weeks Bill Huggins, Larry Morris, and Ed Evans have interviewed three different firms for this work. These were Day Wilburn Associates out of Atlanta, Jordan, Jones & Goulding out of Columbia, and T.B.E. Group out of Columbia. These three members then ranked the firms and based on their rankings they are recommending to City Council the approval of Jordan, Jones & Goulding for the study. As part of the grant process as

set forth by the South Carolina Department of Transportation, they require City Council's approval of the selection committee's ranking which is as follows:

- 1) Jordan, Jones, and Goulding
- 2) Day Wilburn Associates
- 3) TBE Group

Mr. LeDuc stated the city would pay \$14,000 and the State would pay 80%, or \$56,000, for the study.

Councilman Cunning moved, seconded by Councilwoman Price and unanimously approved, that Council approve the above ranking of consultant firms to complete the roadway connector study between Whiskey Road and Silver Bluff Road.

### UTILITY REQUEST

#### Water

The Village Two, LLC

Glenwood Drive

TPN 00-108.0-01-028

Creekside Subdivision

Beaver Creek Subdivision

Mayor Cavanaugh stated the city had received a request for city water for 15.1 acres at The Village Two off Glenwood Drive.

Mr. LeDuc stated that recently the city received a request from The Village Two, LLC for city water for a 15.1 acre parcel to be developed as a single family residential subdivision of stick built homes. The parcel lies in the Aiken city water and sewer district and the Langley Fire District area. The development requesting water is off Glenwood Drive just beyond Creekside and the Beaver Creek Subdivision. Each of the lots would meet the standards of a RS-10 zone with the exception of a few lots on the cul-de-sac.

The Planning Commission voted unanimously to recommend approval based on the following conditions:

1. that they execute an annexation agreement;
2. that the water sewer and sewer design would be approved by the City Engineer;
3. that Public Safety would approve any hydrant location;
4. that the developer complies with the city's Land Development Regulations except that the following provisions would be waived:
  - (a) 5.6.2.c.ii to allow a dead-end street to exceed the 1000-foot limit, and
  - (b) 5.6.3.d which requires a landscaped median at the entrance to the subdivision.
5. that there would be a statement on the final plat which says that no manufactured housing would be allowed;
6. that the standards for our RS-10 zoning district would apply except that the three lots on the cul-de-sac would be allowed to be narrower than the required width; and
7. that the development complies with the city's sign regulations.

Councilman Sprawls moved, seconded by Councilwoman Clyburn, that Council approve the utility request for 15.1 acres known as The Village Two off Glenwood Drive.

Councilman Smith questioned the exception to the 1000 foot limit for a dead-end street. He asked if this might not present a problem for fire service.

Mr. LeDuc stated there are several dead-end streets in the city over 1000 feet, and in the past the Planning Commission has reviewed this and recommended approval for some streets over 1000 feet.

Mr. Evans, Planning Director, stated the reason for limiting a dead-end street to 1000 feet is to try to increase more interconnecting roads rather than having dead-end streets. Another reason is to prevent service trucks from having to back track and wasting a trip.

Mr. Mark Graham stated the reason for the dead-end street longer than 1000 feet is that the property is land locked. He said there is no way to make an interconnecting street. The property behind this property is a wetland area and there is no way to make a connection on the rear of the property. He said possibly there could be a stub-out to a street to a future development on the left. He said if Council would like to require a stub-out that would be fine. It would make one lot less for the subdivision. He said the subdivision meets the Subdivision Regulations. He pointed out the County's maximum for a cul-de-sac is 2,500 feet so this street is well within the County's regulations.

Councilman Sprawls amended the motion for approval of the subdivision to include an 8<sup>th</sup> condition that a stub-out be provided on the dead-end street to the left to interconnect with future development. The amendment was seconded by Councilwoman Clyburn. The motion as amended was unanimously approved.

#### ADJOURNMENT

There being no further business, the meeting adjourned at 9:50 P.M.

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Sara B. Ridout  
City Clerk

## Aiken City Council Minutes

March 18, 2002

### Work Session with Aiken Corporation

City Council Present: Mayor Cavanaugh, Councilmembers Clyburn, Cuning, Price, Smith, Sprawls and Vaughters.

Aiken Corporation Present: Wade Brodie, Mike Anaclerio, Tim Simmons, Buzz Rich, Sam Erb, and John Wertz.

Others Present: Roger LeDuc, Bill Huggins, Gary Smith, Anita Lilly, Sara Ridout, Karen Daily of the Aiken Standard, and Josh Gelinas of the Augusta Chronicle, and 26 citizens.

The Aiken City Council held a joint work session with the Aiken Corporation to discuss issues regarding the proposed \$3.5 million loan to the Aiken Corporation and the proposed loan of \$935,000 to the Aiken Community Playhouse in connection with the building constructed on Newberry Street.

Mayor Cavanaugh called the meeting to order at 6:30 P.M. He stated the purpose of the meeting was to try to come to an agreement on issues discussed at the last Council meeting regarding the loans to the Aiken Corporation and the Playhouse.

Mayor Cavanaugh pointed out the Aiken Corporation had done a tremendous job and had worked on many projects in good partnership with the city. He asked Roger LeDuc to show some pictures of some of the projects that the Aiken Corporation had accomplished.

Mr. LeDuc gave a brief history of the Aiken Corporation stating it began in the mid-1990's when the city went through the strategic planning process. Under the Aiken 20/20 program \$3.5 million was raised by the community and \$600,000 went to the Aiken Corporation helping to establish economic development. He reviewed some of the projects of the Aiken Corporation: \$15,000 for Carriage House as loan to develop apartments on second floor; houses on Highland Park Drive; Parker project-parking spaces and condominium development and landscaping at rear of buildings on Laurens Street and Richland Avenue; Washington Group and Community Playhouse building on Newberry Street; two houses on Richland Avenue W. restored as single family residences; Chamber of Commerce on Richland Avenue W.; and spec building in Summit Business Park.

Mr. LeDuc presented a copy of a proposed ordinance for the \$3.5 million loan to the Aiken Corporation. He pointed out the proposed ordinance has the changes that Council adopted at the March 11, 2002 meeting which changed the interest rate and changed the loan from the banks. The other document to be discussed is the loan for the Community Playhouse and the proposed ordinance has changes which Council adopted at the March 11 meeting.

Mr. LeDuc stated the discussion at the last Council meeting was whether the loan should be for 4 ½% or 5%. The proposed ordinance sets the interest at 5%. He pointed out when the city makes loans internally it charges interest to be sure the city gets the same amount they would have gotten from the money had it been invested with the South Carolina Investment Pool. He said initially the city would take the difference between what they got from the State Investment Pool and what the city would receive from the Aiken Corporation and it would go into the General Fund. Currently the interest rate with the S.C. Investment Pool is 2.29%. At the last Council meeting Council decided that the difference between the 2.29% and the 5% interest (whatever interest rate charged) would be used to pay back the loan agreement with the Playhouse. He said the difference between the 4 ½% and 5% interest rate is that at 4 1/2% the loan will be paid back about 9 or 10 months quicker. The difference to the Playhouse over a 5 year period is about \$75,000. There is a significant difference in paying back and reducing the amount of the loan to the Playhouse at 5% interest.

Mr. Wade Brodie, Chairman of the Aiken Corporation, stated since the procedure had changed that any interest rate spread would go to the city to pay off the Playhouse loan, paying the interest first and then the principal, that the Aiken Corporation did not have a problem with the 5% loan since it would pay off the Playhouse loan earlier. He said the Aiken Corporation made a commitment to the Playhouse two years ago that they would not leave them with a lot of debt. He said this would help. He asked if a statement could be added that when and if the Playhouse loan is paid in full that the one-half percent would revert to the Aiken Corporation which in turn will be used to make payments on the mortgage. He said that way neither the city nor the Aiken Corporation gets any advantage as it all goes back into the project. This would mean that the interest would go to 4 1/2% at the time the playhouse loan of \$935,000 was paid in full.

It was pointed out the agreement would be that once the Playhouse loan is paid that there would not be an extra one-half percent interest, but the city would continue to receive 1% interest over the S.C. Local Government Investment Pool interest rate. Mr. Brodie stated he could see renegotiating the loan in five years as the interest rates may change.

Councilman Cunning was concerned about the difference in interest rates being used to pay interest and principal on the Playhouse loan. He was concerned that this would not be going to pay down the principal on the city's loan on the Washington Group's portion of the building. He was concerned that paying interest on the Playhouse loan and principal and not paying towards the Washington Group loan was more risk to the city. He said he was fully in support of the interest carry of the loan for the Playhouse, but if the Playhouse is able to raise the principal amount why should the city assume that risk. He pointed out once the Playhouse principal is paid there would be no incentive for them to continue to raise funds to pay off the loan.

Councilman Smith stated he felt using the difference in interest from the Aiken Corporation loan would get the Playhouse loan out of the way quickly and would be a fair distribution. He said when that is done, the loan can be renegotiated to try to get the balance down for the Aiken Corporation.

Mr. Mike Anaclerio asked why the city would charge interest for the Playhouse loan. He pointed out they were raising funds for a building that will be owned by the city.

Councilman Smith pointed out he felt it was important that city funds that are used for loans are charged interest as if they are invested in the State Investment Pool. He pointed out the city pays interest when it loans funds internally so it was only fair to charge interest when loaning funds to others, otherwise, there may be other requests for interest free loans.

Mr. LeDuc summarized the discussion and said with the consensus of the, that at the Council meeting on Monday, March 25, 2002, the ordinance regarding the loan to the Aiken Corporation for \$3.5 million would contain the following in Section 2:

The minimum interest rate for this loan shall be 5% and the maximum interest rate for this loan shall be 7.5%. Interest shall be applied by the City first to reimburse the city for the interest its various funds would have received while investing in the South Carolina Local Government Investment Pool. Interest received in excess of the amount earned by the South Carolina Local Government Investment Pool shall be applied to the principal and interest of the loan made by the City of Aiken to the Aiken Community Playhouse as set forth in the ordinance. Once the loan has been paid in full if the interest rate is still under 4% within the S.C. Local Government Investment Pool any difference in funds up to the 5% level would be applied back to the principal on the Aiken Corporation loan.

Mr. LeDuc stated the next item for discussion was the ordinance which lends the money to the city to pay off the \$707,993 for land and site prep, the architectural and engineering fees, difference in the lobby and hospitality areas and other construction expenses and also for the loan of \$935,000 to the Playhouse. He said the only proposed change is listing where the \$50,000 which is not covered by the Aiken Corporation will come from. The loan will be for 5 years. The funds are not just for construction of the Playhouse, but also for equipping of the Playhouse. He said Larry Morris will be assigned as

Construction Manager for the Playhouse project. He will be holding weekly meetings at the Playhouse involving the contractor, the architect, the city and if necessary a representative from the Playhouse. The city would be authorized to make any changes up to \$1,000 without having to go back to the Playhouse. To cover any possible changes in the \$935,000. The Playhouse has a \$50,000 contingency. Any changes over \$1,000 will have to go back to the Playhouse for approval. The city staff will make a monthly written report to City Council on the status of the project. If there are any changes which would make a difference in the cost of the building, a request will be made to City Council before approval is made.

Mr. Brodie stated he would also like for the Aiken Corporation to be involved in the meetings regarding the Playhouse.

Mr. LeDuc stated another item which needs to be discussed is the question which has been raised as to what happens when Aiken Corporation finally gains total control of the Washington Group side of the building when the loan is totally paid off 15 to 17 years from now. In the ordinance for the loan to the Aiken Corporation for \$3.5 million in Section 1 the sentence reads: "As further consideration for this loan, the Aiken Corporation will enter an agreement with the City of Aiken that upon payment in full of the principal balance of this loan, the Aiken Corporation will cooperate with the City Council of the City of Aiken to determine how the revenue derived from this building, if any, will be invested."

Mr. LeDuc stated the key word is "cooperate with City Council."

Mr. Brodie stated in looking back over the projects that the Aiken Cooperation has been involved with the city, he felt that Council had been working with the Aiken Corporation and each had been cooperating. He said the Aiken Corporation had accomplished the projects with the cooperation of the city.

Councilman Smith stated he had gone back and read the Council minutes and the by-laws of the Aiken Corporation. He said they had done a good job and had been cooperative. He said his concern was that at some point in the future the Aiken Corporation will have a very large capital influx and probably none of the present people will be around at that time. He said his concern was that there will be a lot of funds and different Council and different Corporation members and cooperation is a loose word for that much money. He said previously he had used the word "control" without modifiers and it made it seem as though Council would be the control and the Corporation could not do anything without Council's approval. He felt there should be some kind of compromise language where the Aiken Corporation could still have free reign to create and think about projects, but any projects that would be funded from this \$3.5 million of the Aiken Corporation should have City Council approval. He said he was concerned about the future.

Councilman Cunning stated he felt there could be a statement that the funds would be set aside in an escrow account and that both groups would have to mutually agree on what the funds were to be used for before the project could go forward that the groups would come to some agreement.

This matter was discussed at length with some members feeling that the "control" would stymie the Aiken Corporation so that it could not go forward with projects. They felt it was important to keep Council informed of the work of the Corporation. It was pointed out that two members of Council are on the Aiken Corporation Board and have voting rights. It was also pointed out that Council has some control over the Aiken Corporation when the Corporation needs money from the city or services.

It was suggested that the Corporation could go to a super majority vote on any projects instead of a simple majority. That would mean that with a board of 9 members that 6 members would be required to approve a project instead of 5. It was suggested that if Council is going to take control over the projects and the funds they might as well disband the Aiken Corporation.

Councilman Cuning stated the suggestion was that projects supported with income from the \$3.5 million be brought to Council and Council and the Aiken Corporation would have to mutually agree on the development of these projects. He said he did not feel this was too much control.

Mr. Tim Simmons asked Mr. LeDuc to review the original purpose of the Aiken Corporation.

Mr. LeDuc stated when the Aiken Corporation was set up in the mid-90's there was a lot of discussion as to whether Council should or should not have control. He stated corporations have been set up both ways. In the mid-90's Council discussed the same problem Council is discussing now. He said, at that time, Council decided because of the ability of the Corporation to do projects quickly and possibly to get outside funding sources from foundations and grants that the city may not be able to get the Corporation was set up. He did point out however that those discussing the matter today probably will not be around when the loan is paid off. He stated the by-laws state that members can only serve 9 years so the original members will change shortly so the concern is what will happen 15 years from now.

Councilwoman Price stated various projects affect different areas so there are different feelings on the projects. She said whatever policy is decided must be good for every situation. She said presently Council and the Corporation get along and all want to do the right thing. She suggested what would be wrong with trying to work together and two bodies to agree.

Mr. Brodie suggested that why have the Corporation if they can't do what they were set up to do and questioned the effect of outside control on the group's 501(c) (3) status. He suggested that they would not be having the discussion if it had been up to the city to construct the building on Newberry Street. He said one reason the Corporation was created was that it could do things that the city can't do.

Councilman Smith stated he had suggested the following language. "As further consideration for this loan the Aiken Corporation hereby agrees that upon payment in full of the principal balance of this loan that they will cooperate with the City Council of the City of Aiken on how the revenues derived from this loan, if any, will be invested. Aiken Corporation will submit a detailed proposal for any planned investment to the Aiken City Council for its approval." Mr. Smith stated he did not feel this was telling the Aiken Corporation what to do, but was asking for information.

Mr. Tim Simmons pointed out that the only way the Parker project was accomplished was through the work of Wade Brodie spending 20 hours a day working with the property owners. He said it was wonderful when the Aiken Corporation and the citizens try to make something happen. He said the city would have to remain a resource for the Aiken Corporation to be successful. He said the Aiken Corporation was set up per the by-laws so that the Aiken Corporation could do a lot of things that the city could not do. He said a balance at that point was that 2 members of Council would serve on the Aiken Corporation Board. He said the checks and balances are there to insure that only sound project go forward regardless of who serves on the board. He said he sees no reason to change that at this point. He said a change could interfere with the separate corporate entity of the Aiken Corporation separate from the city and with the tax status.

There was much discussion about control of funds and projects of the Aiken Corporation. It was suggested that Council was talking about control of the \$3.5 million at this time, but it was felt they would be asking for control over any other funds in the future.

Mr. Brodie stated the feeling he was getting from the Board members was that Aiken Corporation does not want Council to have control over the funds. The only way not to have the control is to take the city out of the picture except for the \$1.4 million and bring the banks back into the loan.

Councilwoman Clyburn suggested the following: "As further consideration for this loan, the Aiken Corporation hereby agrees that upon payment in full of the principal balance of

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this loan that it will cooperate with the City Council of the City of Aiken on how the revenues derived from this loan, if any, will be invested. Aiken Corporation will submit a detailed proposal for any planned investment to the Aiken City Council for discussion and input on all proposals.

There seemed to be a consensus of the group on the proposed wording. The group then discussed at length whether the Aiken Corporation's voting would require a simple majority or a super majority.


Mr. LeDuc summarized the discussion. He said the language agreed upon states the Aiken Corporation would need to have a super majority (2/3rds vote) to approve any project that would use funds from any money that is derived from this project in the future and City Council would still have the opportunity to review, discuss and have input on the project.

Councilwoman Price was concerned about use of the building and discussion on that matter. It was stated that the Memorandum of Understanding with the Playhouse still has to come before Council for approval.

\$27,948.89 is the exact payment to the City each month from LED from the Washington Group. We will pay interest first and then principle. LED will keep \$1,117 for a reserve fund. LED will also pay \$1,003 to the City for the land lease.

Mr. LeDuc stated some of the concerns he had heard. He said corporations like the Aiken Corporation have been able to accomplish many, many things. He said one of the concerns and something the Aiken Corporation has to wrestle with is that corporations like this become a life of their own as they become affluent and get more money. They get managers and staff. At some point in time as more and more development takes place the cooperation of the city and the Aiken Corporation has to be considered if it is to be successful. He said there have been tremendous successes. He also pointed out that the Aiken Downtown Development Association is under the umbrella of the Aiken Corporation and they have done a number of things. It is not just the Aiken Corporation, but also ADDA. He said a lot of good has been gained, but there has to be caution in the future as to where it is going and cooperation is essential as the city and the Corporation work together.

The meeting adjourned at 8 P.M.

  
Sara B. Ridout  
City Clerk

Aiken City Council Minutes

March 25, 2002

WORKSESSION

Present: Mayor Cavanaugh, Councilmembers Clyburn, Cuning, Price, Smith, Sprawls and Vaughters.

Others Present: Roger LeDuc, Bill Huggins, Sara Ridout, Don Edmunds, John Paveglio, Harry Shealy, and 25 citizens.

Mayor Cavanaugh called the meeting to order at 6:30 P.M.

AIKEN CENTER FOR THE ARTS

Center for the Arts  
Laurens Street

Mr. LeDuc stated he would like to update Council on the building improvements planned for the Aiken Center for the Arts on Laurens Street.

Mr. LeDuc stated last year City Council met with the Center for the Arts Board of Directors concerning building improvements that they were planning over the next couple of years. The first phase primarily involves building two new accesses to the second floor, along with the installation of a new sprinkler system. This work is currently underway and they hope to soon begin Phases 2 and 3 which include a new elevator, improvements to the second floor area and façade changes on both the front and back of the building. The city approved a \$250,000 grant to help with these improvements, and they are receiving funds through the Accommodations Tax at a rate of \$40,000 a quarter. Their final payment will be received in January, 2003. Don Edmunds and Board member John Paveglio will provide Council with an update on their progress and plans for the future.

Mr. John Paveglio, of the Board of Directors for the Arts Center, stated he was present to give Council an update on how the \$250,000 which the city gave to the Arts Center was being spent. He said when they requested the funds in 2000 they said they would increase their exhibits to encourage people to come downtown. He said the building had not been closed during construction, but activities had gone on. He said 9 exhibits had been completed and each exhibit had averaged 1,500 people per exhibit. He said the Arts Center had continued to expand their programs and had increased the number of classes offered and had doubled the number of people served. He said last summer the Arts Center had partnered with United Way, the Aiken Housing Authority and the Boys and Girls Club to bring arts to over 100 underprivileged children. He said their fund raising had been very successful and their last Taste of Wine and Art netted \$23,000. Their Antiques in the Heart of Aiken was very successful and netted over \$40,000. He said the construction project had been broken down into three phases. He said this was done to break down the work into a measurable scope on cost so they could be sure they had the funding before starting work. He said the scope was broken down in such a way that upon completion of any one of the phases there is a benefit to the Center even if the other phases are not completed. He said Phase I is basically to get the building up to code by providing sprinklers for the entire building, installing underground fire lines in the alley, providing fire alarm system for the entire building, installing front/rear fire escape stairs, installing new fire door down stairs, completing new offices on the second floor, installing a new gallery on the first floor where present offices are, and installing a kitchen. The budget for that phase is \$349,000. Phase 2 will complete the meeting room, classrooms, and storage rooms on the second floor, install an elevator and install folding partitions. The estimate for phase 2 is \$334,000. Phase 3 will complete the upper gallery and lower rear entryway and do the front and rear elevations. The estimate for phase 3 is \$287,000 for a total project estimate of \$970,000.

Mr. Paveglio stated to date the kitchen has been completed, the upstairs has been completely gutted and the sprinkler system is being installed. To date the Center has

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received \$80,000 from the city and the expenses have been \$40,000. However, in the next couple of months the expenses and revenues will cross over. He said a line of credit had been established with Regions Bank. He said they would not start a phase unless they have the required funding. He said with the Accommodations money and their cash reserves they have enough money to do phase 1. He said they feel they have enough controls in place to ensure the success of the project. He said they have a design build contract with a cap of \$349,000 with H. G. Reynolds who uses Cheatham, Fletcher, Scott & Sears as the architects. Hank Moorman, a local architect who is on the Center's Board, is in constant contact with the contractor as well as the architect. Don Edmunds, Executive Director, is at the facility to watch over the progress on a daily basis. The plans have been presented to the Board for approval. Any change orders to increase the costs above the cap will have to be approved by the Board prior to implementation. The schedule is to complete phase 1 by September, 2002. At that time they will decide on whether or not to begin phase 2. He said the most cost-effective schedule is to complete all phases without starting and stopping. He said the Board had put together a strategy for a capital campaign.

In discussion of the Arts Center it was pointed out that Council wanted the Arts Center to have some input into the hiring of the Tourism and Accommodations Coordinator through the Chamber of Commerce so there would be coordination of the various activities in Aiken. The Arts Center was asked to update Council about once a quarter on the progress of the project.

### HITCHCOCK WOODS

#### Storm Drainage

Mr. LeDuc stated the Hitchcock Woods Board would like to meet with City Council concerning stormwater drainage through Hitchcock Woods. In particular they would like to schedule a time when City Councilmembers can meet for two to three hours during the evening or on the weekend to view the various stormwater outfalls within the Woods. The city has been working with the Board for several years concerning possible improvements and has completed different studies looking at alternative solutions to these problems. They would like the city to complete a new overall study of the drainage in the Woods to determine what improvements need to be taken over the next several years and to create a phased schedule for these improvements. Except for one of the stormwater outfalls, they would need to obtain joint agreements with the County and State Highway Department concerning any proposed work, since in many cases over 50% of the stormwater comes from non-city sources. In nearly every case at least 20% of the water comes from the streets and rights of way maintained by the State Highway Department and the remainder from areas in Aiken County. Dr. Harry Shealy, President of the Board, and other members are present to discuss their proposal and to schedule a field trip with City Council.

Dr. Harry Shealy presented a document to Council called "The Need for Comprehensive Stormwater Management Plan for Hitchcock Woods." He pointed out the picture on the front was taken by Woolpert, who had done a report on drainage in the Woods. He said this area is referred to as the Grand Canyon. He said the Hitchcock Woods Foundation had been working on stormwater management for about 15 years. He said the Foundation would like to have a comprehensive stormwater management for the eight outfalls in the Woods. He said about 5,200 acres drain through the eight outfalls in Hitchcock Woods. About 70% of the land is in the city and about 30% is in the county. He said the Foundation had asked Larry Morris to do a comprehensive stormwater management plan. He said one goal is to use the opportunity to promote a solid partnership between the City of Aiken and Hitchcock Foundation by working together in a friendly and effective manner to stabilize the stormwater outfall problems in Hitchcock Woods. He said the goal is to bring the property back to a desirable, natural state. The second goal is to make all parties aware that the effort is a long term phased program. Also, while work is accomplished there would be a need to conduct cleaning and maintenance of projects that have already been completed. The dedicated effort by all concerned will continue to keep the Woods an excellent recreational and educational resource for Aiken and its citizens.

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AIKEN CORPORATION – ORDINANCE 03252002

Loan  
Washington Group  
Playhouse  
Newberry Street  
LED of Aiken, Inc.

Mayor Cavanaugh stated this was the time advertised for second reading and public hearing on an ordinance to lend \$3.5 million to the Aiken Corporation.

Mr. LeDuc read the title of the ordinance.

AN ORDINANCE AUTHORIZING THE CITY OF AIKEN TO LEND UP TO \$3,500,000 TO PROVIDE TERM FINANCING TO LED OF AIKEN, INC.

Mr. LeDuc stated in the fall of 2000 City Council gave the Aiken Corporation a one year construction loan of \$3.5 million to construct a building to serve as the headquarters for the Washington Group. This loan was extended to April 7, 2002, to allow them to develop a repayment schedule for this funding. Two area banks, Regions and Security Federal, had agreed to pledge \$2.1 million of this debt and Aiken Corporation had requested the City of Aiken to make a permanent loan of \$1.4 million for the balance of the \$3.5 million loan. However, at the last Council meeting Council decided that the entire loan should be made through the City of Aiken.

The City will be receiving monthly payments from Aiken Corporation to pay off the \$3.5 million loan at a minimum interest of 5%, or 1% over the city's current investment rate with the State of South Carolina, whichever rate is larger. Therefore, if the rate the city is receiving from the current investment pool were 2.5% the City would receive 5% from Aiken Corporation. If the investment pool rate were 4.5% the City would receive 5.5%, or 1% over the investment pool. The extra money received from the difference between the state investment pool rate and the rate Aiken Corporation will be paying would be used to first offset the interest and then the remainder would be used to help offset the principal of the loan the City is intending to make to the Playhouse. Once the loan to the Playhouse has been paid in full, then the minimum interest rate would drop to 4.5%, or 1% over the city's current investment rate, with the extra money used to reduce the principal of the loan. The maximum interest rate to Aiken Corporation would be 7.5%. The monthly lease payment from the Washington Group to Aiken Corporation will be \$27,948.89. There is a ten-year lease agreement between Aiken Corporation and the Washington Group. The lease can be renegotiated in five years.

With the construction of this building by the Aiken Corporation, there have been many pluses for the City of Aiken. This year the city will begin receiving over \$60,000 in new taxes on this building from Aiken Corporation and the headquarters has created 40 new high paying jobs. The City of Aiken will receive this \$60,000 over the next nine-year life of the TIF District. After the TIF period is over then the taxes will be divided between the School District, Aiken County and the City of Aiken. With the City of Aiken as the sole lender Aiken Corporation through this loan agreement will be paying a lesser amount than they had originally intended to pay to area banks. This will help reduce the total payment for the new building from a 20-year pay back to around 18 years. Most importantly though, this building, along with the Playhouse, provides an anchor for Newberry Street and the downtown. The agreement with Aiken Corporation and the City of Aiken is for a five-year period at which time this agreement can be renegotiated by both parties.

As stated in Section 1 of the proposed ordinance, Aiken Corporation will cooperate with the City Council on any revenue derived from this building. Upon a two-thirds super majority vote of approval of Aiken Corporation's Board of Directors on any new project using this revenue, they will submit a detailed proposal for Council to discuss and give input.

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City Council approved the ordinance on first reading at the February 25, 2002, meeting and asked that it be continued under the amendments made at the March 11, 2002 meeting.

Mr. LeDuc stated before the ordinance can be adopted Council would have to vote to amend the ordinance to include the amendments proposed at the March 18, 2002 meeting which include: 1) The Aiken Corporation must have a two-thirds super majority vote of approval of Aiken Corporation's Board of Directors on any new project using revenue derived from the Washington Group building on Newberry Street; 2) The Aiken Corporation will submit a detailed proposal on any new project using revenue derived from the building for Council to discuss and give input; 3) A minimum 5% interest rate will be paid by the Aiken Corporation until the Playhouse loan is paid off at which time the interest rate reverts to 4 ½%.

Councilman Cunning stated he would like for Council to amend the ordinance to state that the principal amount to the Playhouse be escrowed and it may be used for the reduction of the Playhouse loan if the fundraising efforts fall short. He said he would suggest that after five years the principal amount be set aside in an escrow and if the Playhouse does not raise the required funds then the matter will be brought back to Council for consideration of using the funds to pay the principal of the Playhouse loan. If the Playhouse does meet their fundraising goal then the principal amount would be used to pay down the Washington Group loan. He said he was in favor of paying the interest for the Playhouse, but to at least give the Playhouse over the next five years the opportunity to try to raise the \$935,000, which they committed to raise. If the Playhouse is successful then the principal amount that would be set aside in the escrow account would be paid against the Aiken Corporation loan.

Councilman Smith stated he understands the proposal to be that the funds would be available if the Playhouse needs the funds because they don't meet their fund raising goal.

Councilman Cunning stated he was willing to give the Playhouse what they asked for. He said the Playhouse asked the city for a loan. They did not ask the city to help pay the principal and interest. He said he was willing to pay the interest on the loan. He said he felt the Playhouse could raise the \$430,000 needed to meet their fund raising efforts. He said if the money is not raised in five years the escrow account would have been set aside and Council could vote at that time to use the money to pay on the loan. He said, however, if Council would agree to the escrow he would be willing for Council to state now that the escrow account would be applied to the loan in five years.

Councilwoman Vaughters stated she felt Council should make that decision now and not leave that decision to Council in five years from now. She felt the Playhouse needed to know that they have the city's support.

Mr. Wade Brodie, Chairman of the Aiken Corporation, stated he felt there was a consensus at the meeting on March 18 that any difference between the interest that the city would receive on the State Investment Pool and that which the Aiken Corporation paid would go first to pay the interest on the Playhouse loan and second to pay the principal on the loan.

Councilman Smith stated he felt Councilman Cunning's proposal would be a lot of bookkeeping

Councilman Cunning moved that the principal portion for the Playhouse loan, which is to come from the Washington Group lease and the Aiken Corporation's payment to the city, be escrowed for five years and if the Playhouse loan is not paid off in five years that the amount in the escrow account would be applied to help pay off the Playhouse loan.

City Attorney Gary Smith stated the best way to handle the matter is to consider the proposed amendments to the ordinance which were proposed at the March 18 work session meeting of Council and the Aiken Corporation.

Councilman Cunning moved, seconded by Councilwoman Clyburn, that the ordinance as amended at the March 11, 2002, meeting be further amended to include the proposed amendments suggested at the March 18, 2002 meeting with the Aiken Corporation to include: 1) The Aiken Corporation must have a two-thirds super majority vote of approval of Aiken Corporation's Board of Directors on any new project using revenue derived from the Washington Group building on Newberry Street; 2) The Aiken Corporation will submit a detailed proposal on any new project using revenue derived from the building for Council to discuss and give input; 3) A minimum 5% interest rate will be paid by the Aiken Corporation until the Playhouse loan is paid off at which time the interest rate reverts to 4 ½%. These items had been included in the ordinance presented to Council for consideration at this meeting.

Councilwoman Vaughters stated she could not accept the wording that the Aiken Corporation would "cooperate" with City Council on any new projects using funds derived from revenue on the Washington Group building when we are talking about \$3.5 million of taxpayers' money. She said the Aiken Corporation had done a fine job, but it was originally funded by money raised under city sponsorship. If the City of Aiken's name had not been behind the fundraiser the money would not have been raised. The projects the Aiken Corporation has done successfully have depended on donations from the City of Aiken of land and other assets. She said as a Councilperson she must look out for the taxpayers money. She said in fifteen years the Aiken Corporation will own a \$3.5 million building. The Aiken Corporation appoints its own members, but City Council must have some say as to which projects will be addressed. She said she did not understand how Council could pass up this opportunity to have some say about how the money derived from this building will be spent. She said she wanted to amend the ordinance to say that the Aiken Corporation "must agree" with City Council of the City of Aiken to determine how the revenue derived from this building will be invested. She said she did not see this as being hard to do as they had agreed on projects so far, but it is very conceivable that in fifteen years there could be a City Council whose goals do not agree with those of the Aiken Corporation. She said she would like for the Aiken Corporation and Council to have to work together and agree on the projects. She said she did not understand how Council could have nothing to say about how the income is spent. She said she wanted to change the word "cooperate" to "must agree with."

Mayor Cavanaugh called for a vote on the motion to amend the ordinance as presented to Council, which includes the amendments proposed at the March 18, 2002, work session. The motion was approved by a vote of 4 in favor and 2 opposed with Councilwoman Price not participating in the voting. Voting in favor were Mayor Cavanaugh, Councilmembers Cunning, Clyburn and Sprawls. Opposed were Councilmembers Smith and Vaughters.

Councilman Cunning moved that the principal portion for the Playhouse loan, which is to come from the Washington Group lease and the Aiken Corporation's payment to the city, be escrowed for five years and if the Playhouse loan is not paid off in five years that the amount in the escrow account be applied to help pay off the Playhouse loan. The motion was seconded by Councilman Smith. The vote on the motion was 3 in favor and 3 opposed. Those in favor of the motion were Councilmembers Cunning, Smith and Sprawls. Opposed were Mayor Cavanaugh and Councilmembers Clyburn and Vaughters. Councilwoman Price did not participate in the voting. The amendment did not pass.

Councilwoman Vaughters moved that the ordinance be amended to change the statement from "will cooperate" to "the Aiken Corporation will enter an agreement with the city of Aiken that, upon payment in full of the principal balance of this loan, the Aiken Corporation must agree with the City Council of the City of Aiken to determine how the revenue derived from this building, if any, will be invested." The motion was seconded by Councilman Smith.

Councilman Cunning stated he understands the concerns. He pointed out the Aiken Corporation agreed to a two-thirds majority vote to approve projects using the revenue derived from the Washington Group building. He also pointed out Council appoints two Councilmembers to the board of the Aiken Corporation. He said the proposed ordinance states the Aiken Corporation will submit a detailed proposal for any planned investment

of the revenue from the building to City Council for discussion and input. Councilman Cuning pointed out when the loan to the Aiken Corporation is paid back the taxpayer would not have contributed, but would benefit as money would have been made on the loan. He said when the loan is paid in 15 to 18 years the city taxpayer would not have put any money into the loan, but would have received a benefit. He did point out there is more of a risk on the loan from the 10<sup>th</sup> to 17<sup>th</sup> year. He said he felt with the two-thirds majority vote required on a project, with Council appointing two Councilmembers to the Aiken Corporation board, and requiring that new projects using revenue derived from the building be presented to Council for discussion and input, that the city would be okay.

Councilwoman Vaughters stated she did not feel that two Councilmembers on a board of nine could make a difference if Council and the Aiken Corporation disagree. She did not feel that the wording "must agree" would be difficult for Council and the Aiken Corporation. She said the taxpayers perception is that City Council is responsible for the money. She said the proposed ordinance only says the Aiken Corporation will "cooperate." She said "must agree" is a little more forceful and indicates that Council and the Corporation must have similar goals. She was concerned about what might happen in the future as members will be rotating off the board. She pointed out Council has no say over appointments to the Board.

Councilwoman Clyburn stated she felt cooperate means that Council will work with them and that they will work with Council. She said it means that whenever they have projects relating to this they will bring them to Council if they are approved by a majority of their Board. She said Council and the Corporation can discuss them and Council will have some input. She felt they had been cooperative in the past and felt they would continue, as they will want city services. She said they will need to work with Council and receive Council's input. She said the two Councilmembers on the Board should be able to keep Council informed of projects.

Councilman Smith stated he did not know how much Council learned from the present two Councilmembers on the Corporation Board about the Performing Arts Building. He said he felt Council did not learn much about the project from the Councilmembers. He said the ordinance says Council will have discussion and input, but the Corporation was very careful to avoid any idea that Council and the Corporation had to formally agree on their proposals. He said he felt economic corporations are good for a community, but such corporations as they build wealth become independent of the elected body and go off on their own. He was concerned that this could happen with the Aiken Corporation. He said once they have enough money to hire their own staff they tend to become independent. He said if cooperation is so good then to mutually agree is such a small leap of language. He did not understand the hesitation to mutually agree. He said Council needed more than a gentleman's agreement that they will all cooperate in the future.

Councilman Cuning moved, seconded by Councilman Smith that Councilwoman Vaughters motion be amended to state "mutually agree" rather than "must agree."

Mr. Wade Brodie stated the Corporation had not done anything without the cooperation of the city. He said every project the Corporation had been involved in has been before Council. He said cooperate means working together.

Council continued to discuss "mutually agree" and "cooperate" and the meaning of the words. Councilwoman Clyburn pointed out the language in the ordinance was the wording of Councilman Smith at the meeting on March 18. She said the only word changed was the word at the end. She said at that time all the parties involved agreed at the time. She drew a parallel between the Aiken Corporation and the City of Aiken and the Housing Authority and New Labor. She said New Labor had been a really good thing and had helped build housing. She said she hoped that the same wisdom that made that effort work will be the same spirit that the city will continue to work with the Aiken Corporation. She said she had not seen the Aiken Corporation work to the detriment of the city. She said she felt they would continue to come to Council and that they would cooperate with the city in their endeavors. She said she did not feel the need to put strong language that would indicate that Council has the "control" over the group.

Councilman Smith stated control was not the question. He said the Corporation would be the creators of the projects, would propose the projects and come to Council for approval. He said, however, this does not take care of the future. He said mutually agree has sort of a legal enforceability and that cooperation can't be defined in the same way.

Mr. Brodie stated that in looking at the Corporation working with the city, he said in most anything the Corporation does they would have to have some sort of city approval. He said even if the Corporation had lots of money it would still have to get Council's approval for utilities.

Mayor Cavanaugh called for a vote on the motion that the ordinance be amended to change the statement from "will cooperate" to "the Aiken Corporation will enter an agreement with the city of Aiken that, upon payment in full of the principal balance of this loan, the Aiken Corporation will mutually agree with the City Council of the City of Aiken to determine how the revenue derived from this building, if any, will be invested." The vote was 3 in favor and 3 opposed with Councilwoman Price not participating in the voting. In favor of the amendment were Councilmembers Cunning, Smith and Vaughters. Opposing the motion were Mayor Cavanaugh and Councilmembers Clyburn and Sprawls. The motion did not pass.

Councilman Smith stated he would like to propose another amendment to the ordinance. He said at the last meeting he discussed the fact that there should be both a financial audit and a management audit of the relationship between the Aiken Corporation and the City of Aiken.

Councilman Smith moved that Council amend the ordinance to include a statement that the city define the relationship between the Aiken Corporation and the City of Aiken including financial, legal and all business aspects. He said this would include providing a management evaluation of the Washington Group and Performing Arts building, highlight both the strong and weak points in its management, identify any execution concerns where monies were not spent or activities not completed as intended, identify the underlying problems which caused the schedule or budget overruns, identify any unidentified concerns, and provide recommendations for managing future projects. Also, that the relationship between the Aiken Cooperation and the City of Aiken operate as defined above throughout this project, or, if not, document how it did operate. He said this is accountability from a management standpoint. He said if Council was willing to better define the future of the Corporation that this would not have to be done, but the situation now is such that this should be done and will give Council a better sense of where they want to be in the future. The motion was seconded by Councilwoman Vaughters.

It was pointed out that a financial audit is done each year on the Corporation. Councilman Smith stated the proposal was not a financial audit, but a management audit. This is to find out who authorized what, when, and how.

Councilman Cunning stated he agreed with a financial audit, which is already done, but he hesitated on a management audit without a clue as to how much this will cost. He said this could cost quite a bit. He said the city taxpayer would have to pay for such an audit.

Councilman Smith stated a rough cost would be \$10,000 to \$15,000, but talking about a \$3.5 million project he did not feel that this would be too much to spend in order to make sure things are done completely right in the future.

Mayor Cavanaugh stated the Center for the Arts had presented how they were going to control their projects. So he was wondering why the City needed to spend any money when there is an example and there are people who know how to do this. He asked why hire someone to make an investigation of something.

Councilman Smith said he would not call this an investigation, but would call it an independent management audit. He said he did not feel this could be done objectively in-house. He said he had not found anyone who knows exactly all the ins and outs and what

happened in the Washington Group and Performing Arts Center building and why there was an overrun.

Councilwoman Clyburn stated if Councilmembers realized in their deliberations how some of the things said affect the people who have worked so hard over the years for the city including the staff, Councilmembers, and volunteers. She said she felt Council needed to give consideration for how they feel about some of the things Council says and how other people read into what they are saying about some of the people that have worked so hard over the years. She said she felt Council needs to be very careful about how they go about some of the things they do. She said these things sting pretty bad when you start talking about the way things have been done and what some of the implications are. She felt Council needed to take a look at that. She said everything had not always been done 100% correct, but they had at least tried and did what they felt was in the best interest of the majority of the people in the city. She said everybody may not have gone about doing things the way all would have wanted them to be done, but she felt Council had done a good job over the years. She said there is always room for improvement, but she did not want to get into start insinuating that things may not be right or there could have been improvement on everything done so far. She said Council needs to be careful how they do some things. She said Council has to realize what they are saying and how they saying it.

Councilwoman Vaughters stated there had been some frank discussions and she felt this is what Councilmembers are expected to do. She did not feel that Council should be afraid to say what they feel is wrong with something because someone might get their feelings hurt. She did not feel "insinuating" was an appropriate word describing person's reasons for asking questions and making frank comments about decisions that were made in the past that they do not agree with.

Councilman Smith stated this is not aimed at people, but is talking about the institutions in which we work. He said this is to find out if there is a better way for these institutions to interact. He said he felt it was worth an audit of how the Aiken Corporation and the city do business.

Mayor Cavanaugh stated he was not ready to vote on an amendment on an evaluation at this point. He said Council had not had a chance to look at this. He said he wanted to see the proposed amendment in writing and a chance to review it before making a decision. He said he was certainly for accountability. He said he did not feel the Aiken Corporation or the Playhouse would object to the management procedures, but he would like to know what would be done. He said this could be considered at a later date.

Councilman Smith stated he understood Mayor Cavanaugh's concerns and he would give a better outline to Council for their consideration at the next meeting.

Mayor Cavanaugh stated the matter could be placed on the next work session for discussion.

Mr. LeDuc stated he understood the proposed audit would be to see how the city and the Aiken Corporation work together on projects. He said this particular project would involve the four partners which would include the Washington Group, the Playhouse, the Aiken Corporation and the city. He understood the proposal is to have some firm audit the groups and look at each entity.

Councilman Smith stated any documents involving the Washington Group were with the Aiken Corporation so these documents should be available through the Aiken Corporation. He said he did not feel the Washington Group needed to be included.

Councilman Smith withdrew his motion and Councilwoman Vaughters agreed to the withdrawal. The matter of a management audit is to be discussed at the work session on April 8, 2002.

The public hearing was held on the ordinance as presented to Council with amendments proposed at the March 18, 2002, meeting.

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Mr. Wade Brodie stated he had one question. He said the loan document was prepared using the document when banks were involved. He said since the city bought the property on which the Washington Building has been built he questioned the need for Title Insurance. He said the Corporation has a lease/purchase agreement with the city. He said the city owns the property. He said Title Insurance would probably cost about \$4,000. He said he would like to say the Aiken Corporation has enjoyed working with the city on this project and he felt it would be a benefit to the city.

After discussion Council agreed there was no need for the Title Insurance since the city owned the property.

Councilwoman Clyburn moved, seconded by Councilman Sprawls, that Council amend the commitment letter for the \$3.5 million loan to delete the requirement for Title Insurance. The motion was unanimously approved with Councilwoman Price not participating in the voting.

Councilman Cunning moved, seconded by Councilwoman Clyburn, that Council approve the ordinance for the \$3.5 million loan with the provisions included in the ordinance and that the Title Insurance be deleted from the commitment letter. The motion was approved by a vote of 5 in favor with Councilwoman Vaughters opposing the motion and Councilwoman Price not participating in the voting.

COMMUNITY PLAYHOUSE – ORDINANCE 03252002A

Center for Performing Arts  
Performing Arts Center  
Newberry Street  
Washington Group  
Loan  
Playhouse

Mayor Cavanaugh stated this was the time advertised for second reading and public hearing on an ordinance to borrow funds to complete the construction of the Center for the Performing Arts.

Mr. LeDuc stated this ordinance is a companion to the loan for the Aiken Corporation as the Performing Arts Center is the other half of the building.

Mr. LeDuc read the title of the ordinance.

AN ORDINANCE AUTHORIZING THE CITY OF AIKEN GENERAL FUND TO BORROW \$1,642,993 FROM THE CITY OF AIKEN'S VARIOUS FUNDS AND ACCOUNTS AS OUTLINED HEREINBELOW FOR THE PURPOSE OF PARTIALLY FUNDING THE NEW CONSTRUCTION AND EQUIPPING OF THE WASHINGTON GROUP CENTER FOR THE PERFORMING ARTS.

Mr. LeDuc stated at a work session, City Council heard a request from representatives of the Aiken Corporation and the Playhouse to obtain the final funding to complete the Center for the Performing Arts. At that meeting Council received information asking the city to contribute \$757,993 as their share of the project and for the Playhouse to borrow \$935,000 from the city. Since that time Aiken Corporation has stated that they will contribute an additional \$50,000 to the project which will reduce the City's share to \$707,993. The items that they are asking the city to pay for include the following:

Land and site prep	\$305,000
Architect/Engineering Fees	241,021
Items outside ACP Control	
1/3 versus 2/3 Lobby and Hospitality	171,052
52% versus 50% Phase I	<u>40,972</u>
Total	\$757,993
Aiken Corporation Contribution	- <u>50,000</u>
Total	\$707,993

The city loan that the Playhouse is asking the city for includes funds to be repaid as follows:

Outstanding Pledges	\$325,000
Accommodations Tax	55,000
Further ACP Fund Raising	430,000
Value of Existing Building	<u>125,000</u>
Total	\$935,000

If the city approves this amount then the city's portion will be \$2,207,993 towards a building valued at \$7,658,000.

In the proposed ordinance these funds will be borrowed from various holding funds of the city. The city's investment in the loan will be paid back in five years or less. The city will pay back their portion from ticket user fees, revenues derived from the rental of the Center for the Performing Arts, from State and Local Accommodations Taxes, and from funds derived from the Capital Projects Sales Tax. Depending on how much money the city uses from the Capital Projects Sales Tax, this portion should be paid back within two to three years, but will be set up on a five year pay back schedule.

City Council decided to pay the interest on the \$935,000 loan to the Aiken Community Playhouse through the difference in funding that they will be receiving on the loan to the Aiken Corporation versus what they would receive from the State Investment Pool. Once the interest has been paid then any additional funds gained from the loan will be used to help offset the principal of the Playhouse loan.

Mr. LeDuc stated Council approved the ordinance on first reading on March 11, 2002, to provide \$1,642,993 for the completion and equipping of the Washington Group Center for the Performing Arts.

The public hearing was held and no one spoke.

Councilwoman Clyburn moved, seconded by Councilman Smith and unanimously approved, that Council approve the ordinance to provide \$1,642,993 for completion and equipping of the Washington Group Center for the Performing Arts. Councilwoman Price did not participate in the voting.

#### ANNEXATION - ORDINANCE

Pine Log Road East  
Squire Street  
TPN 00-180.0-01-008  
TPN 00-180.0-01-055  
TPN 00-180.0-01-274  
Home Sites, Ltd.  
Toolebeck Road

Mayor Cavanaugh stated an ordinance had been prepared for first reading to annex property at East Pine Log Road at Squire Street.

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Mr. LeDuc read the title of the ordinance.

AN ORDINANCE TO ANNEX TO THE CORPORATE LIMITS OF THE CITY OF AIKEN CERTAIN PROPERTY CONSISTING OF 53.2 ACRES OF LAND, MORE OR LESS, OWNED BY HOME SITES, LTD. AND TO ZONE THE SAME RESIDENTIAL SINGLE-FAMILY (RS-6).

Mr. LeDuc stated that, in February, City Council approved a request for water and sewer to a 53.2 acre development off of East Pine Log Road at Squire Street. The developer intends to construct stick built homes on this property and at the time of the utility request Aiken City Council asked that the property be annexed into the city. Since this time we have discussed the utilities with the Couchton-Montmorenci Water District, and they are allowing us to serve this site with sewer, but they will provide the water to this development since this is in their territory. This is according to an agreement that the city and Couchton-Montmorenci Water District approved several years ago as their territory. Montmorenci will give us the monthly water billings for each of these homes which we will then use to produce a monthly billing for sewer, garbage and stormwater at each of these home sites.

The Planning Commission unanimously recommended annexation based on two conditions:

1. that paved stub-outs connect with future developments to the south and southwest prior to connection of sanitary sewer lines to any house;
2. that a protective barrier is installed to the drip line around the Deodar Cedar near the current house located on the site prior to any work being done, including demolition of the house, and should be maintained until the entrance road is completed.

Councilwoman Clyburn moved, seconded by Councilman Sprawls and unanimously approved, that Council pass on first reading an ordinance for annexation of 53.2 acres of property on East Pine Log Road at Squire Street with the proposed zoning of RS-6 and that second reading and public hearing be scheduled for the next regular meeting of Council.

Councilwoman Vaughters stated she was concerned about trees on the property and wanted to know if any of the trees would be saved. She also asked if the new Tree Ordinance would cover this property.

Mr. Mark Graham stated there were several big trees around the house on the property and they intend to save as many trees as possible. He pointed out that the Tree Ordinance does not address residential property but addresses commercial property. He said one big draw for this area of town is the city's recreation area. He said the proposed plans call for sidewalks in the subdivision and the tying of a sidewalk into the sidewalk along Pine Log Road in order for the residents to get to the city's recreation area.

ZONING ORDINANCE - ORDINANCE

Amendment  
Landscaping and Tree Ordinance  
Tree Ordinance

Mayor Cavanaugh stated an ordinance had been prepared for Council's consideration to amend the Zoning Ordinance to enhance landscaping and tree preservation.

Mr. LeDuc read the title of the ordinance.

AN ORDINANCE AMENDING THE CITY OF AIKEN ZONING ORDINANCE TO ENHANCE LANDSCAPING AND TREE PRESERVATION.

Mr. LeDuc stated that at the work session on March 11, 2002, Bill Reynolds of the Planning Commission discussed the results of working with city staff to amend our current Tree Ordinance. The proposed changes are shown in Article 6 of the

The Youth Corps money has been decreased since HUD states that we can no longer use summer help unless they are income eligible. We are now looking at possibly granting funds to another Community Development Corporation (CDC) that could oversee a similar type program. He said Second Baptist Church has a CDC Corporation and if the city gives them the money for this project the church could administer the program.

This money will be available in the fall and over the last couple of years has been instrumental in allowing us to complete many projects on the north side, thus enabling us to help in the renewal of several of these neighborhoods.

Councilwoman Price moved, seconded by Councilwoman Clyburn and unanimously approved, that Council approve the distribution of the Community Development Block Grant of \$273,000 as listed.

COMMUNITY PLAYHOUSE - ORDINANCE

Center for Performing Arts  
Performing Arts Center  
Newberry Street  
Washington Group  
Loan  
Playhouse

Mayor Cavanaugh stated an ordinance had been prepared for first reading to borrow funds to complete the construction of the Center for the Performing Arts.

Mr. LeDuc stated this ordinance is somewhat of a companionship situation with the loan for the Aiken Corporation as the Performing Arts Center is the other half of the building.

Mr. LeDuc read the title of the ordinance.

AN ORDINANCE AUTHORIZING THE CITY OF AIKEN GENERAL FUND TO BORROW \$1,592,993 FROM THE CITY OF AIKEN'S VARIOUS FUNDS AND ACCOUNTS AS OUTLINED HEREINBELOW FOR THE PURPOSE OF PARTIALLY FUNDING THE NEW CONSTRUCTION OF THE WASHINGTON GROUP CENTER FOR THE PERFORMING ARTS.

Mr. LeDuc stated at the work session on February 25, 2002, City Council heard from representatives from the Aiken Corporation and the Playhouse to obtain the final funding to complete the Center for the Performing Arts. At that meeting Council received information asking the city to contribute \$757,993 as their share of the project and for the Playhouse to borrow \$935,000 from the city. The portion that they are asking the city to invest includes the following:

Land and site prep	\$305,000
A/E Fees	241,021
Items outside ACP Control	
1/3 versus 2/3 Lobby and Hospitality	171,052
52% versus 50% Phase I	<u>40,972</u>
Total	\$757,993

The city loan that the Playhouse is asking the city for includes funds to be repaid as follows:

Outstanding Pledges	\$325,000
Accommodations Tax	55,000
Further ACP Fund Raising	430,000
Value of Existing Building	<u>125,000</u>
Total	\$935,000

March 11, 2002

In the proposed ordinance these funds will be borrowed from various holding funds of the city. The city's investment in the loan will be paid back in five years or less. The city will pay back their portion of \$757,993 from ticket user fees, revenues derived from the rental of the Center for the Performing Arts, from State and Local Accommodations Taxes, and from funds derived from the Capital Projects Sales Tax. Depending on how much money the city uses from the Capital Projects Sales Tax, this portion should be paid back within two to three years, but will be set up on a five year pay back schedule.

Mr. LeDuc pointed out the existing Playhouse building is owned by the Playhouse, but is located on city property. He said they still have over a 60 year lease on the property.

Mr. LeDuc pointed out as discussed on the loan earlier for the Aiken Corporation the difference between what the city gets from the state investment pool and whatever the loan interest would be, which will be discussed on Monday, March 18, will be used to off set the interest the Playhouse would need to pay on the \$935,000 loan and to start paying off some of the principal to get the loan paid off quicker.

Mr. LeDuc stated his understanding from the meeting on March 6, with the Aiken Corporation was that previously the Aiken Corporation had contributed \$50,000 towards the Performing Arts Center part of the building to help pay off the hospitality suite. At the meeting on March 6 the Aiken Corporation was asked to contribute another \$100,000. He said the proposal is constructed figuring that the city would have an obligation of \$657,993 with the Aiken Corporation paying another \$100,000 for a total of \$150,000 and the Playhouse would have \$935,000 to pay off. He said he had been informed that the Aiken Corporation had only agreed to contribute another \$50,000 for a total of \$100,000. He said if the Aiken Corporation's contribution is only a total of \$100,000 then the city's obligation would be \$757,993 less \$50,000 or \$707,993.

Ms. Segura stated the minutes from the Aiken Corporation state that the contribution from the Aiken Corporation would be \$100,000 total.

Mayor Cavanaugh stated some of the big costs in the city's expenses are the land and site prep of \$305,000 and Architect and Engineering Fees of \$242,021. He said when the proposal was first considered the Playhouse would own the building, but then the Washington Group came into the proposal and the building became the city's. He said, however, the city never took the land and site prep and A/E fees back. He said logically these costs would go with the building owner. He said these costs amount to \$546,021.

It was pointed out the Washington Group donated \$400,000 towards the Playhouse portion of the building. Mr. Brodie pointed out the Washington Group paid for half of the cost of the lobby and hospitality suite which is about \$500,000. He said the Washington Group had contributed over \$900,000 to the building which the city owns.

Councilman Smith stated because of the confusion on the project he felt there should be an audit of how the city relates to the entities in the future. He said he would like to ask for a financial audit and also have a management review to see if the relationship with Aiken Corporation needs to be better defined.

Mr. Brodie pointed out that an annual audit is conducted of the Aiken Corporation of all funds of the Aiken Corporation.

Mr. Mike Anaclerio, 306 Colleton Avenue SE, stated he wanted to address the issue of a loan for the Playhouse. He pointed out that Hospitality/Accommodations Tax funds were earmarked for the second phase of Citizens Park, the tennis complex, the skate park and \$1.5 million for the Playhouse which has now been transferred to come from the Local Option Sales Tax. He said those projects will be built with LOST funds. However, the Playhouse will have to contribute more than \$1.6 million to the construction of the theater and the building will be owned by the city. He felt this was not fair to the Playhouse. He said he felt the theater will bring people downtown and contribute to the economy.

Mr. LeDuc pointed out City Council will need to decide if the Playhouse will pay interest on the \$935,000 loan to the Aiken Community Playhouse. One option would be to use money derived from the additional funds the city will gain from the loan given to Aiken Corporation for the construction of the Washington Group building. Another option is for the Playhouse to pay for this interest and the last option is for the city to forgive the interest on this portion of the loan. He stated when the city borrows internally from one fund interest is charged to earn the amount equal to what the funds would have earned if invested in the state investment pool.

Councilman Smith stated he thought he had understood the Playhouse felt that basically the proposal by the city for the Aiken Community Playhouse was fair. He said the city would not be loaning \$935,000 to the Playhouse at one time. He said money from the \$707,000 city share would be used first for finishing the Performing Arts Center and then money from the \$935,000 loan as needed.

Councilman Cunning stated requiring the Playhouse to pay interest on the loan would make the Playhouse have to raise more funds. He asked is it fair to make the Playhouse pay interest on the loan when the building will belong to the city.

Ms. Angie Fitzgerald of the Aiken Community Playhouse stated the partnership to get the building built is one of the most important items. She said they appreciate the various entities working together to get the building built. She said the Playhouse announced that they would attempt to raise \$1.6 million and they still intend to do that with the help of a loan from the city. She said she was concerned about the loan having to be paid back in 5 years. She said the outstanding pledges and the Accommodations taxes would come in. However, it was questionable if the additional fundraising of \$430,000 and the \$125,000 value of the existing building could be taken care of in five years. She said she was concerned about getting into a bind with the commitment for 5 years. Ms. Fitzgerald also pointed out the funds were not just for constructing the building but for construction and equipping the building so it is suitable for use.

Mr. LeDuc stated five years was a way of measuring the progress. He said this was a time to work towards and other options could be considered in five years.

Council continued to discuss the project, the cost, interest to be charged or not, the length of the loan, and other proposed uses for the building

Mr. Tim O'Brian, 3807 Roses Run, questioned the rationale of loaning \$935,000 to someone and then the city paying a portion of the loan back for them with proceeds from the Aiken Corporation.

It was pointed out the principal and interest of the loan to the Playhouse would be reduced by the revenue received from the Aiken Corporation and not from revenue the city would receive through other income.

Councilman Smith pointed out under the arrangement with the banks involved for the Aiken Corporation loan the interest the Aiken Corporation would be paying was 4.5%. He said the interest rate to the city was 3.5% minimum and assuming the additional 1% from the banks for the letter of credit the city should receive 4.5%. He also thought an additional 1/2% to the city was committed by Aiken Corporation for a total of 5%.

He pointed out if revenue from the loan to the Aiken Corporation is used to pay principal and interest on the Playhouse loan, then this will not cause the Playhouse to have to raise more funds whether or not interest is charged.

Mr. LeDuc pointed out the proposed ordinance is to borrow \$1,592,933. However, if the Aiken Corporation contribution is only \$50,000 and not \$100,000, then that number would be \$1,642,933. Instead of the city borrowing \$657,000 that amount would be \$707,993 plus the \$935,000 totaling \$1,642,993. The proposed ordinance would also need to be amended to state from what fund the additional \$50,000 would come. The interest rate could be addressed at second reading of the ordinance.

March 11, 2002

Councilman Smith moved, seconded by Councilman Cunning, that Council amend the proposed ordinance authorizing the City of Aiken General Fund to borrow funds for the purpose of partially funding the construction and equipping of the Washington Group Center for the Performing Arts to make the amount of the loan \$1,642,993 from the city's various funds with the city's investment being \$707,993 rather than \$657,993 and a loan of \$935,000 to the Aiken Community Playhouse. This amount includes an additional \$50,000 being paid towards the city's portion of the loan by the Aiken Corporation rather than \$100,000 as originally thought with the \$50,000 to come from a fund designated by the Finance Director. The motion was approved by a vote of 6 in favor with Councilwoman Price not participating in the voting.

#### WORKSESSION

##### Tree Ordinance

##### Landscape Ordinance

##### Zoning Ordinance

Mr. LeDuc stated the first item under the work session is to discuss proposed amendments to the Tree Ordinance. For the last six months Bill Reynolds of the Planning Commission has been working with city staff to amend our current Tree Ordinance. He has researched information from several cities. Several meetings were held, with the last one attended by a dozen individuals who either design landscaping plans, supply or plant trees for many of the commercial and residential developments in Aiken. Based on their comments and information received from many other cities, plus other general comments from the community, Mr. Reynolds has put together these changes for Council's review. Mr. Reynolds is present to discuss these changes and to answer any questions. Primarily the changes involve the requirement of a tree survey for all new developments where currently only those under two acres are surveyed. It will establish a tree fund if the developer cannot, for some reason, meet the number of inches required to be planted on the site. This tree fund would be deposited in a city account to be used to plant more trees on city property. It also requires irrigation to be installed at all new locations whereas currently 25% of the time there is no irrigation. There is also language that requires that no more than 80% of significant tree inches on a site be removed. This counts inches, not trees, and gives credit for saving significant trees, thus giving the developer more flexibility. Along with all these requirements a new requirement reducing newly planted trees from 3 to 2 inches is also recommended. First reading of the ordinance is tentatively set for the second meeting in March with second reading at the first Council meeting in April.

Mr. Reynolds stated initially the group met with a panel of about 12 landscapers and engineers to discuss with them the proposed changes. He said input was received from them. The proposed changes were refined with that version being discussed with about 20 interested parties. He said the points were addressed. He pointed out if adopted the ordinance would be reviewed again in one year to see if it needed to be modified.

At Councilwoman Vaughters' request Mr. Reynolds explained the definition of a significant tree. He explained the change in the proposed ordinance that 20% of the significant tree inches must remain on the total site being developed. He said a developer has to provide a tree survey for the perimeter of the property and he continued to explain the process of how this is figured. Council discussed some developments in the past on which trees were cleared because surveys were not required for developments over 2 acres. It was pointed out the proposed changes require a tree survey for all new commercial developments. Councilwoman Vaughters stated at some point she would like for Council to see the slides which Mr. Reynolds had prepared.

Mr. Reynolds pointed out the proposed ordinance does not apply to single family residential zones or city property; it applies to commercial developments.

Council discussed the changes at length with various questions from Council.

Mr. Lynn Zody cautioned Council about making the Tree Ordinance too restrictive and to be flexible. He said the configuration of the land makes different demands on a

AIKEN CORPORATION - ORDINANCE

Loan  
Washington Group  
Playhouse  
Regions Bank  
Security Federal Bank  
Newberry Street

Mayor Cavanaugh stated this was the time advertised for second reading and public hearing on an ordinance to lend \$3.5 million to the Aiken Corporation.

Mayor Cavanaugh stated Councilman Cunning has a possible conflict of interest on this item since he is an employee of Regions Bank and he will not participate in the discussion or vote on this matter. He has signed a Conflict of Interest statement. Councilman Cunning left the room.

Mr. LeDuc read the title of the ordinance.

AN ORDINANCE AUTHORIZING THE CITY OF AIKEN TO PARTICIPATE IN A LOAN PROGRAM WITH REGIONS BANK AND SECURITY FEDERAL BANK TO LEND UP TO \$3,500,000 TO PROVIDE TERM FINANCING TO LED OF AIKEN, INC.

Mr. LeDuc stated in the fall of 2000 City Council gave the Aiken Corporation a one year construction loan of \$3.5 million to construct a building to serve as the headquarters for the Washington Group. This loan was extended to April 7, 2002, to allow them to develop a repayment schedule for this funding. Two area banks, Regions and Security Federal, have agreed to pledge \$2.1 million of this debt and Aiken Corporation is requesting the City of Aiken to make a permanent loan of \$1.4 million for the balance of the \$3.5 million loan. Originally several other banks were to participate in the loan.

Mr. LeDuc stated after the last Council meeting a sub-committee of Council met with the Aiken Corporation, with Mayor Cavanaugh and Councilmembers Cunning and Smith attending the meeting. After further discussion with Aiken Corporation at the meeting last week, it was felt that Council may want to reconsider the loan and, rather than having the two banks involved in this loan process, the \$3.5 million would be loaned from the City to the Aiken Corporation. The City currently has the \$3.5 million loaned to the Aiken Corporation through the construction loan, so this is not an additional internal borrowing for the city. The reason for having the banks involved was to give the city some security and a way to get some of the money if the city needed the funds. The staff has looked at the city's funds, and it was felt that the city would still have funds in reserve if the city wanted to make the construction loan a permanent loan for the Aiken Corporation. One advantage of the city making the loan is that 100% of the funding would go directly to paying off the loan, whereas with the banks involved 90% would be going toward the loan and 10% had to be retained according to the loan agreement with the banks. The lease agreement with the Washington Group is for 10 years.

Approximately \$27,000 per month rent is being paid by the Washington Group to the Aiken Corporation. The Aiken Corporation would pay the City of Aiken approximately \$25,000 per month and retain about \$2,000 for maintenance of the building. If the city were to fund the loan the current agreement states that 3 ½% minimum interest would be given to the city plus an additional 1%. Therefore the city could see at least 4 ½% minimum interest with a maximum of 7 ½%. With the extra amount of money received by the city from the Aiken Corporation over the current interest rate of the investment pool with the State of S.C. of 2.29% the difference could be applied towards paying back the loan with the Playhouse. One other thing discussed at the sub-committee meeting was that currently Aiken Corporation had control over the funding which they receive and it was felt that City Council should have review and approval process over the spending of funds received by the Aiken Corporation.

Mr. LeDuc stated if Council wants to change the loan process to the city loaning the \$3.5 million to the Aiken Corporation and not the banks with a designated interest rate,

March 11, 2002

Council would first have to amend the ordinance and then go forward with second reading.

Councilman Smith moved that the proposed ordinance be amended as follows:

1. that reference to Regions Bank and Security Federal Bank be removed from the ordinance making the city agreeing to loan \$3.5 million to the Aiken Corporation;
2. add a paragraph in Section 1 stating that it is further agreed between the City of Aiken and LED, which is the Aiken Corporation, that the minimum rate for this loan shall be 5% and the maximum shall be 7 ½%. The difference between the minimum rate and the average rate the city receives from the state investment pool which is currently approximately 2.29%, shall be used to pay the interest and reduce the principal for the loan being made to the Aiken Playhouse by a separate agreement;
3. The loan agreement should be revised to make the city the only lender. The interest rate shall be no less than 5% and no more than 7 ½% per annum.
4. Either include in the loan agreement, or make a separate agreement with Aiken Corporation, to confirm the funds generated by the building after the loan is paid shall be subject to control by Aiken City Council.

Councilwoman Vaughters seconded the motion.

Mayor Cavanaugh asked why the change from 4 ½% to 5%.

Councilman Smith stated in the discussion with the Aiken Corporation they reached the idea of 5% because it was already 4 ½% and they agreed to pay ½% towards the Playhouse. Then, when it was agreed to take the banks out of the loan, this amounted to a windfall because the Aiken Corporation no longer had to pay \$21,000 or 1% annually on \$2.1 million to the banks for the letter of credit. It was pointed out the Aiken Corporation would be paying 5% interest if the banks were included in the loan. He said the Aiken Corporation had a very positive gain out of the transaction and the Playhouse was burdened a little excessively and this was an effort to help the Playhouse. He said changing the interest ½% in the life of the loan really results in the loan taking about 10 months longer to pay off. He said he did not think that was significant from the Aiken Corporation viewpoint, but he did feel it was quite significant to give that other ½% to the Playhouse.

Councilwoman Clyburn stated this was an item on which she would like to have a work session. She said she didn't think she was opposed to it, but she was not sure she understood it well enough to move forward with the ordinance at this point. She was concerned if something happens to the Washington Group and there is no tenant in the building. She was concerned about the city's indebtedness and how this might affect the city's ability to do other projects.

Councilwoman Vaughters asked what determined the interest rate since there was a range between 5% and 7 ½%. Mr. LeDuc pointed out the interest rate would always be at least 1% above the rate paid by the state investment pool up to 7 ½%. He said if the state investment pool paid 5% then the city would get 6%.

Councilman Sprawls stated he did not have a problem with the loan. He stated when the project first started six banks were interested in the loan but when the economy went down all but two banks bailed out. He said under the proposal the other two banks would not be involved in the loan either. He said he felt better with a little bit of security if the city needed the funds. He said he was concerned about the Washington Group. He said the company had filed bankruptcy.

Mayor Cavanaugh called for a vote on the motion offered by Councilman Smith to amend the ordinance. The motion was approved by a vote of 5 in favor. Councilmembers Price and Cuning did not participate in the discussion or the vote.

Councilman Cunning returned to the Council Chambers.

Mayor Cavanaugh stated this was the time for the public hearing on the amended ordinance.

Mr. Wade Brodie, Chairman of the Aiken Corporation, stated he appreciated the city's cooperation in the loan. He said he had two problems. He said he recalled that the Aiken Corporation agreed to a minimum of 4 ½% interest rate not 5%. He said he considered this a change from the agreement and he could not speak for the Corporation. He said the second problem is the wording of city control of any funds generate by the Aiken Corporation. He said the Corporation's track record is good and the Corporation has been very stingy with the funds and the funds are spent only on city projects. He said the funds have been audited.

Councilman Smith stated he used the word control over the Corporation's funds to make it stronger than approval. He said the Aiken Corporation had done projects in close cooperation with the city, but it had all been with everyone trusting everyone. He said however, this does not pin things down properly. He said with projects of the proportion of \$3.5 million everything needs to be written down to control the intent. He said the Aiken Corporation is a "child" of the city. He said the city established the Aiken Corporation, but they did not define very closely how the Corporation would be controlled. He said he felt there should be a full financial audit of the Aiken Corporation; he said this was not saying anyone had done anything wrong. He also suggested that there might be a management audit of the relationship between the Aiken Corporation and City Council to actually make a determination as to whether to revisit the ordinance that established the Aiken Corporation in 1995 and see if some changes are needed. He pointed out Council had already stated if there was another project of this sort there would be an overall project manager responsible for the city.

Councilwoman Vaughters stated she felt that the profit made from the Washington Group side of the building should go to finish the Playhouse and pay off the loan.

Mayor Cavanaugh since there was so much discussion and questions Council could go to a third reading on the ordinance if desired by Council.

Mr. Brodie stated if the ordinance is to be delayed he would suggest that Council meet with the full board of the Aiken Corporation and discuss the issues.

Councilwoman Clyburn stated she felt this was very important and she was not sure if the Corporation fully knew of the changes and if they agreed with the changes. She felt the matter should be delayed for a third reading and possibly a meeting before the third reading to be sure both parties understand.

Mr. Jim Wetzel stated as an attorney he felt the proposed ordinance would change the agreement which the Aiken Corporation had agreed to and he felt this would not be a good idea, but that it needed to be agreed upon by both parties first.

Mr. Gary Smith, Attorney, stated Council had several options. They could vote on the proposed ordinance and pass it as amended and it would become law. He said Council had the right to impose whatever interest rates they wished. He said Council could vote to suspend the rules for the purposes of conducting a third reading. He said he would revised the proposed ordinance as amended by Council and give to Council for third reading. He said Council could lay the ordinance on the table to be resumed at the next Council meeting.

Mayor Cavanaugh stated he would like to table the ordinance as amended. He said there seems to be some changes that Councilmembers would like to make. He said there is a disagreement with those changes by the Aiken Corporation. He said he would like to meet with the Aiken Corporation in the meantime and come to some agreement. Then Council could have another public hearing on the ordinance.

March 11, 2002

Councilwoman Clyburn moved to continue the discussion of the amended ordinance regarding the loan for \$3.5 million to the Aiken Corporation until the next regular meeting of Council which is March 25, 2002. The motion was seconded by Councilman Sprawls. The motion was approved by a vote of 6 in favor. Councilwoman Price did not participate in the discussion or vote on the motion.

Mr. LeDuc stated he would like to suggest that Council meet on Monday, March 18, 2002, at 6:30 P.M. to meet with the Aiken Corporation to discuss the proposed loan.

VERENES INDUSTRIAL PARK - ORDINANCE 03112002A

Industrial Park

Lot 16

Mayor Cavanaugh stated this was the time advertised for second reading and public hearing on an ordinance to sell Lot 16 in the Verenes Industrial Park.

Mr. LeDuc read the title of the ordinance.

AN ORDINANCE APPROVING THE SALE OF LOT 16 IN VERENES INDUSTRIAL PARK.

Mr. LeDuc stated the city has a company that would like to buy Lot 16 in the Verenes Industrial Park. He said the lot had been surveyed and the acreage is 6.144 acres rather than 4.3 acres. He said the lot would be sold at \$10,000 per acre to a company that will manufacture car parts. The company would have an investment of \$4 to \$6 million. He said the road to the lot needs to be extended approximately 150 feet and that would cost about \$50,000. SCANA Corporation has said they would commit up to one-third of the \$50,000. The County has been asked to commit to one-third of the \$50,000 and the city one-third which would be about \$16,000 for each for the roadway. Some of this cost could be in-kind with labor. The expense that could not be in-kind would come out of the \$61,000 that the city would receive from the sale of the lot.

Mr. LeDuc stated Lot 16 is located on Beloit Street which is at the very end of the Industrial Park. The property is south of the Dykes Corporation building and east of Beloit-Manhattan, Inc. The company will begin construction this spring and will have a capital outlay of approximately \$4 to \$6 million. They hope to start operation in the spring of 2003.

The price of the property is \$10,000 per acre, and under the current Covenants and Restrictions, Council needs to approve this sale, along with the design of the building. He said an item that Council asked to be included in the ordinance is that the landscaping standards be similar to or exceed that provided by Newman Technology in Ventures Park.

Mr. LeDuc stated the ordinance needed to be amended. He said the original ordinance stated the lot would be sold to the Aiken Corporation. He said the ordinance needed to be amended to sell the lot to company x.

Councilwoman Clyburn moved, seconded by Councilman Cunning and unanimously approved, that Council amend the ordinance to state that Lot 16 in Verenes Industrial Park will be sold to Company X not the Aiken Corporation..

The public hearing was held and no one spoke.

Councilwoman Price moved, seconded by Councilwoman Clyburn and unanimously approved, that Council pass on second reading and public hearing an ordinance to sell Lot 16 consisting of 6.144 acres of property in the Verenes Industrial Park and that the ordinance become effective immediately.

JURY BOX 2002

Municipal Court

Mayor Cavanaugh stated Council needed to adopt a Jury Box for 2002.

Mr. LeDuc stated Sara Ridout serves as the City Clerk for the City of Aiken, and each year prepares a jury box, and submits this Jury Box for City Council approval.

Under our form of government, the members of City Council are the jury commissioners for the Municipal Court for the city. Each year City Council must approve the preparation of a Jury Box during the first 30 days. The Jury Box contains two compartments designated as compartment "A" and compartment "B." The names of all registered voters in the city are placed in compartment "A" and during the year jurors are randomly selected from compartment "A." After selection for a particular term of court, the names are then placed in compartment "B" so that the names are not selected again during that calendar year. We have a total of 15,754 registered voters in the city and the names have been placed in the Jury Box for 2002.

Councilwoman Clyburn moved, seconded by Councilman Sprawls and unanimously approved, that Council approve the preparation of the Jury Box for 2002.

REGIONS BANK

Parking Lot  
Newberry Street  
Chesterfield Street  
Resolution  
Agreement  
Lease

Mayor Cavanaugh stated Council needed to consider a resolution regarding leasing of the parking lot at Regions Bank between Chesterfield Street and Newberry Street.

Mr. LeDuc stated last fall, the Washington Group Performing Arts Center opened and although parking is generally not a problem during the day, there will be times when additional parking will be needed during the night and on weekends. He said the playhouse will be finished this year. In October City Council discussed the possibility of leasing the Regions Bank parking lot during off hours to provide parking for guests, invitees, volunteers, employees of the city, Aiken Community Playhouse and Washington Group. When plays are not scheduled at the center, the city will rent out the facility and guests could park in the Regions Bank parking lot. This will also be true during times when festivals and other events are held on Newberry Street.

Mr. LeDuc stated the public will park at the most available and closest parking places they can find. In this case it will be the Regions Bank parking lot even though it is a private lot. The staff has discussed the parking dilemma with Regions Bank and how we can minimize legal problems for the bank. The State of South Carolina holds cities harmless in situations like this, and to assist the bank we both agreed we need to enter into a leasing agreement for these times when events are held. Richard Pearce, staff attorney, has initiated this effort and has developed an agreement with them to use the parking lot during these off hours. If people park in the Regions Bank lot and are injured the bank assumes liability for the injury. However, if the city leases the parking lot from Regions Bank and someone parks in the area and gets hurt the bank will not have the liability for the injury. If the city leases the parking lot the police can patrol it and can use the parking lot for events during agreed times.

Before City Council is a resolution approving a lease agreement with Regions Bank for a 10 year period to use this parking lot with the provision to extend this agreement on a one year basis as long as neither party objects. Two of the specific provisions within the lease agreement would require the city to make improvements such as parking lot lighting and to provide liability insurance to protect the bank against any injuries or problems that may arise through the use of the parking lot. In exchange, the city under the lease agreement would be able to use the parking lot from 6 P.M. to 6 A.M. Monday

through Friday and all day Saturday and Sunday unless Regions Bank gives the city written notice otherwise. We feel this is a good agreement for both sides and will provide the city with additional parking not only when events are held at the Performing Arts Center, but also when festivals and other events are held by the city at the Newberry Street Festival site.

Councilman Sprawls moved, seconded by Councilwoman Clyburn and unanimously approved, that Council approve the resolution for the city to enter into a lease agreement with Regions Bank for use of the parking lot between Newberry Street and Chesterfield Street during agreed upon hours.

#### EXECUTIVE SESSION

##### Contractual Agreement Aiken Corporation

Mayor Cavanaugh stated Council needed to go into Executive Session to discuss a contractual agreement with the Aiken Corporation.

Councilman Smith moved, seconded by Councilwoman Price and unanimously approved, that Council go into executive session to discuss a contractual agreement with the Aiken Corporation.

Council went into executive session at 8:25 P.M. Present at the executive session were Mayor Cavanaugh, Councilmembers, Clyburn, Price, Smith, Sprawls and Vaughters, City Manager Roger LeDuc, Attorney Gary Smith, Assistant City Manager Bill Huggins, Finance Director Anita Lilly, City Clerk Sara Ridout and Wade Brodie of the Aiken Corporation and Leasa Segura, city staff.

After discussion of the matter Councilwoman Price moved, seconded by Councilman Sprawls and unanimously approved, that Council go out of executive session and report Council's action in open session. The executive session ended at 9:30 P.M. and Council went back to the Council Room to report action.

Mayor Cavanaugh stated the purpose of the executive session was to discuss a contractual agreement with the Aiken Corporation. He asked Mr. LeDuc to summarize Council's action.

Mr. LeDuc stated that in November, 2000, Council passed an ordinance giving the city the ability to lend \$3.5 million to the Aiken Corporation for the purpose of a construction loan for the Washington Group portion of the building on Newberry Street. He said the loan was due in November, 2001. Council allowed a 90 day extension which would expire February 6, 2002. At the executive session Council discussed the pay back of the loan. Council authorized the City Attorney and the City Manager to work with the Aiken Corporation to set forth the particulars of extending the loan for \$3.5 million on a permanent basis with the city and with the banks. The details would be worked out as far as interest rates and a proposed ordinance would be presented for first reading at the next regular meeting of Council.

#### ADJOURNMENT

There being no further business, the meeting adjourned at 9:35 P.M.



Sara B. Ridout  
City Clerk

use some of their property to provide approximately 16 new parking spaces just north of their facility and south of Public Safety. The agreement provides:

1. That the entire cost of the project will be paid for by the City of Aiken at no cost to the Trinity Lutheran Home.
2. Maintenance of the parking lot and associated landscaping will be performed and paid for by the City of Aiken and Trinity Lutheran Home will incur no costs for maintenance or upkeep.
3. The City of Aiken and Aiken Public Safety understand and agree that at all times the land is owned by Lutheran Homes of South Carolina. Any further development is at the sole discretion of Trinity Lutheran Homes with an agreement that a 90 day notice would be provided by the City of Aiken.
4. That the parking lot would be developed as indicated on the drawing attached to the agreement.

The staff has reviewed this proposed agreement and recommend it to City Council for acceptance.

Councilman Sprawls moved, seconded by Councilwoman Clyburn and unanimously approved, that Council approve the agreement with Trinity Lutheran Homes for the development of a parking area on land between Aiken Public Safety and Trinity Lutheran Homes.

**RESOLUTION**

**Patriotic Friday**

Mayor Cavanaugh stated a resolution had been prepared for Council's consideration to encourage Patriotic Friday.

Mayor Cavanaugh stated in light of the terrorists attacks on September 11, 2001 and subsequent happenings which have changed our lives, a resolution has been prepared encouraging the citizens of Aiken to renew patriotism. We are suggesting that our citizens begin a patriotic tradition by wearing a red, white and blue item on Friday of each week. Mayor Cavanaugh stated a lady in Rock Hill, S.C. came up with the idea and contacted the Governor. The Governor felt it was a fine idea and asked her to start the tradition. He said it was started in Rock Hill and the Mayor of Rock Hill mailed out letters to all the cities in South Carolina and suggested consideration of Patriotic Friday and wearing some red, white and blue each Friday.

Mayor Cavanaugh read the resolution declaring every Friday as Patriotic Friday.

Councilwoman Clyburn moved, seconded by Councilwoman Price and unanimously approved, that Council adopt the resolution declaring every Friday as Patriotic Friday and encourage all citizens to wear a red, white and blue item each Friday.

**AIKEN CORPORATION**

**Loan**

**Washington Center for the Performing Arts**  
**Community Playhouse**  
**Newberry Street**

Mayor Cavanaugh stated Council had added the item for consideration of extending the loan from the City to the Aiken Corporation for the Washington Center for the Performing Arts and Government Services Building on Newberry Street.

Mayor Cavanaugh stated the new Washington Center for the Performing Arts and Government Service Group Building on Newberry Street is nearly complete. Last year the city gave the Aiken Corporation a construction loan which is due on November 7, 2001. The Aiken Corporation is asking for a 90 day extension on the repayment of this

loan for two reasons. The first reason is although the construction is almost complete it will take an additional 60 to 90 days. They cannot arrive at an accurate figure for the total construction cost of this project which is needed to obtain permanent financing from the local banks. Secondly, the bank will need some time to complete the credit review and process the loan. The request is to extend the loan repayment to February 7, 2002.

Councilman Radford moved, seconded by Councilman Sprawls and unanimously approved, that Council approve the extension of the construction loan for the building on Newberry Street to the Aiken Corporation until February 7, 2002. Councilwoman Price did not participate in the discussion or vote on the matter because she is an employee of Westinghouse.

#### PUBLIC SAFETY DEPARTMENT

##### Car Take Home Program Vehicles

Mayor Cavanaugh stated the item concerning changing the Public Safety Department Car Take Home Program was added to the agenda for Council's action.

Mr. Huggins stated the staff would like to request an extension of the Public Safety Department Car Take Home Program. He said a couple of years ago City Council approved patrolmen living within the city to take home their vehicle during off hours. This began with officers with the highest seniority, and we now have over 15 vehicles which are parked at home during off hours by our officers. Only a few city resident officers who were recently hired within the last few years have not participated in this program. We have been reviewing this program and that of other cities throughout the state and found that nearly every community provides a take home vehicle to those individuals of a rank of Lieutenant and above. Currently our Lieutenants do not take their vehicles home. After discussing this policy with our Public Safety Director Pete Frommer we feel that we should consider providing them a take home car. This is based upon our concern that we provide vehicles for most of the officers who are on call and that last year the Lieutenants had their overtime eliminated. The policy with North Augusta's Public Safety Department is that a Lieutenant and above can live nearly anywhere and receive a take home vehicle and in many of the cities any officer that lives within a certain distance from the city is provided with a vehicle. Thus due to their rank, tenure and their overtime being eliminated, we recommend that they be granted take home vehicles. Funding for this can be done over the next several months using Holding Funds for these vehicles.

Councilman Sprawls stated this was a matter that he had asked the City Manager to look into several months ago. He pointed out the Lieutenants are exempt employees so they do not receive overtime pay anymore. He stated he felt the Lieutenants deserved a car as much as the other officers.

Councilman Sprawls moved, seconded by Councilwoman Clyburn and unanimously approved, that Lieutenants be included in the Public Safety Department Car Take Home Program.

#### STREET NAME

##### Woodside Executive Park Silver Bluff Road Woodside Executive Court

Mayor Cavanaugh stated Council needed to consider the request to name the road into Woodside Executive Park.

Mr. Huggins stated the city has recently been contacted by Aiken County 911, the Aiken Postmaster, and the office park owners regarding the naming of the entrance road to the Executive Park at Woodside. Both 911 and the U.S. Postal Service use automated equipment that doesn't allow for alphanumeric addresses currently used at this location. They both would like a road name for any driveway or street that accesses more than one occupied building. Because of the number of offices within this park there are not

within our area. DESA has since continued using the Center for the Arts under the same arrangement in paying off this loan amount. The staff recently became aware that the agreement was for two years and since it had expired felt that Council should decide whether or not to continue our arrangement as a partner with Westinghouse, DESA, and the Center for the Arts. All three would like to continue using this facility as the DESA home office for this area, and they are all asking that the City of Aiken allow them to stay at the location under the same arrangements for the remainder of this contract which is September, 2002. For Council's consideration is approval of continuing the contractual arrangement the city has with DESA to use office space at the Aiken Center for the Arts under the same contractual agreement previously with the rental fee going towards paying off the loan from the city to the Center for the Arts.

Councilman Anaclerio moved, seconded by Councilwoman Clyburn and unanimously approved, that Council approve extending the contractual agreement until September, 2002, with DESA and the Center for the Arts by providing office space for DESA at the Center for the Arts with the monthly rental of \$500 going towards paying off the Center for the Arts' loan from the City of Aiken. Councilwoman Price did not participate in the discussion nor the voting because of a possible conflict of interest since she is an employee of Westinghouse.

### UTILITY BILLING

#### Water Bills

Mayor Cavanaugh stated Council needed to consider approval of a new process for mailing utility bills.

Mr. LeDuc stated the city had looked for a long time for a way to improve the city's utility billing system to make it more convenient for the customers. Currently the City of Aiken bills for its water, sewer, garbage and storm drainage by using a post card which is sent to all of its utility users. For several years we have been evaluating the cost and advantages of sending our bills through an envelope system which is typical for all other bills received by our citizens. In the past this has been prohibited by the cost of the equipment and the processing time involved in printing, stuffing of the envelopes and mailing of this information. Anita Lilly has found a firm, which is used by other utility companies who will charge the city only 22.9 cents more per transaction than what we are currently paying with our existing system. With this new system we will be able to send additional information to our citizens on a regular basis and would no longer need to mail a bi-yearly newsletter. This will also give the citizens billing privacy and because of the size and the addition of a return envelope we feel our collection rate will increase plus the small postcard would not be lost in the mail. The total additional cost by using this system would be approximately \$30,000 per year. We feel that the convenience and the ability to provide additional information would more than make up for this cost, and we recommend the city move forward with this new system for at least six months. At the end of six months the staff would evaluate the system and let Council know the status of the program.

Councilman Anaclerio moved, seconded by Councilwoman Clyburn and unanimously approved, that Council approve the proposed new billing system for utility bills enclosing the bill in an envelope rather than by a postcard.

### ACCOMMODATIONS TAX FUNDS

Aiken Community Playhouse  
Playhouse  
Building Fund  
Newberry Street

Mayor Cavanaugh stated Council needed to consider the request from the Aiken Community Playhouse for Accommodations Tax funds in the amount of \$10,000.

Mr. LeDuc stated the Accommodations Tax Committee held a special meeting to discuss a request from the Aiken Community Playhouse Building Campaign for \$10,000 this year and a commitment for \$15,000 for the next 5 years to assist the Playhouse with their

fund raising campaign for the building on Newberry Street. The Accommodations Tax Committee developed a contingency fund for unexpected projects that may occur during the year. This spring City Council approved special funding to help USC-Aiken by granting them \$1,900 for the Triple Crown Harness Race. This left a balance of \$12,580 in the Contingency Fund. The Accommodations Tax Committee stated they greatly support the Playhouse campaign and recommended that they receive \$10,000 from the Contingency Fund for this project. The Committee also told the Aiken Community Playhouse that they could not make a long term commitment on funding for the next 5 years and that each year the Accommodations Tax Committee will have to look at their commitment on an individual basis. Therefore the Playhouse Building Campaign will have to submit a request during each of the funding cycles for additional funding to support their campaign.

Councilwoman Price stated the Community Playhouse and the new building is a welcome addition to the downtown area. Councilwoman Price moved, seconded by Councilwoman Clyburn and unanimously approved, that Council approve the request by the Aiken Community Playhouse for \$10,000 from the Accommodations Tax Funds Contingency Fund for their building fund.

#### TELEPHONE SYSTEM

##### Phone System

##### AMC Global Communications

Mayor Cavanaugh stated Council needs to consider approval of a new phone system for the city offices.

Mr. LeDuc stated the proposed phone system was not a part of the budget approved in June, therefore, the proposal is brought to Council for approval. Over the past two years the staff has been seeking alternatives to the city's current telephone system. Presently BellSouth provides the city service in the form of Centrex formerly known as Essex for local service and voice mail which was installed about 8 years ago. Many of the telephone instruments have been failing, and we have had to allow staff to replace these units with off the shelf analog phones as a stop gap measure. Other concerns include the need to upgrade our features and the technical ability to better serve our customers both internally and externally while having the capabilities of using the fiber network currently installed between all of our city buildings. We recently requested proposals from telecom vendors in the region to provide the kind of system necessary to meet our current and future needs. Some of these features include the capability of having voice mail for every phone within the city system; a call accounting management tool allowing us to develop reports of call volume by location, time of day, duration, etc.; the ability to send voice messages via the employee's e-mail in-box; and the ability for the system to provide an automatic attendant feature for after hours or for call routing purposes. This system will also allow us in the future to network our data, provide multi-media video and audio capabilities while taking advantage of our current fiber system which connects all of our buildings.

From the 30 invitations we received 5 proposals and after a thorough review we recommend that AMC Global Communications, a firm out of Columbia, SC, provide and install a system using NEC equipment. With the AMC Global System we can recover our initial capital cost of \$198,000 within 5 years by reducing our yearly maintenance cost and monthly rental fees for voice mail. Although this was not a budgeted item, funding has been set aside in Special Holding Accounts in the city's General Fund and Utility Systems. If Council chooses to go forward we would recommend any agreement with AMC Global be made contingent upon a successful on-site demonstration of equipment. The company is prepared to conduct the demo beginning in early or mid-October, and we should be ready for a final decision on the system by early November with installation to begin later in December.

Mr. LeDuc stated the staff is asking Council to authorize that \$198,000 be spent from Special Holding Funds to purchase a new phone system from AMC Global Communication out of Columbia, SC.

Councilwoman Price moved, seconded by Councilman Anaclerio and unanimously approved, that Council pass on first reading an ordinance to convey the roadways in Ventures Industrial Park to the County of Aiken and that second reading and public hearing be set for the next regularly scheduled meeting.

WASHINGTON GROUP/PLAYHOUSE BUILDING

- Newberry Street SW 126
- Westinghouse
- Community Playhouse Building
- Playhouse Building
- Name

Mayor Cavanaugh stated Council needed to consider the naming of the building being construction in the 100 block of Newberry Street SW which will house the Washington Group (Westinghouse) and the Community Playhouse.

Mr. LeDuc stated the Washington Group will soon be moving into their new location on Newberry Street and the city needs to order the letters for the name of the building. The rendering for this building shows the name of the building as Westinghouse Center for the Performing Arts. City Council discussed the name about a year ago when the city signed agreements with the Aiken Corporation, Westinghouse Group and the Playhouse. The Westinghouse Group has now changed their name to Washington and are requesting the building be named accordingly. The large "W" in the center of the building would not be added but would be located on the left side of the building with the name Washington. Mr. LeDuc stated because of the large contribution of Westinghouse to the building and the fact that they will be occupying half of the building the city decided a year ago that it would be appropriate to name the building after the Westinghouse Corporation. He said they have now asked that the name of the building be changed to the Washington Center for the Performing Arts. He said this is proposed to be placed in the center of the building near the top. They also had at the time a large "W" in the center of the building. They feel that is no longer needed, but in the area on their side of the building they would have a "W" with Washington Group above it. On the side facing the parking lot of Regions Bank, there would be Washington Group with a "W". He said there would be an entrance on the front and on the side of the building for the Washington Group.

He said he would like for Council to consider approval of the naming of the building to be occupied by the Washington Group and the Aiken Community Performing Arts.

Councilman Anaclerio moved, seconded by Councilman Radford, and unanimously approved, that Council name the building on Newberry Street the Washington Center for the Performing Arts. Councilwoman Price did not participate in the discussion nor the voting on the name because of a possible conflict of interest.

UTILITY SERVICES

- Patel, Bansi
- Fleischer, Gene
- Mark XX Investment
- Hunters Glen Road
- Whiskey Road
- Conference Center
- Water Service
- Sewer Service
- TPN 00-159.0-01-154

Mayor Cavanaugh stated the city had received a request for utility services on the southside of Hunters Glen on Whiskey Road.

Mr. LeDuc stated Bansi Patel desires water and sewer service for a 5.09 acre tract on the south side of Hunters Glen Road at Whiskey Road for a proposed hotel and conference center. The property is not contiguous to the City and is zoned as Urban Development in the County which has very few restrictions on the type of use. This property is a part of a

Pearson. On approval by City Council, the term for this position would expire December 31, 2001.

Councilman Anaclerio has also recommended reappointment of Stewart Maurice to the Aiken Housing Authority. On approval by City Council, the term for this position would expire May 28, 2005.

Councilman Sprawls has recommended reappointment of W. A. Beasley to the Park Commission. On approval by City Council, the term for this position would expire December 1, 2001.

Councilman Cunning has recommended reappointment of James McNair, Jr. to the Accommodations Tax Committee with the new term to expire March 25, 2002.

Councilman Radford has recommended reappointment of Mike Coleman to the Building Code Appeals Committee with the term to expire May 12, 2002.

Councilman Radford has also recommended reappointment of Tamela Cook to the Annexation Study Committee with the term to expire May 20, 2002.

Councilman Cunning moved, seconded by Councilwoman Clyburn and unanimously approved, that Council appoint J. D. Burnett to the Annexation Study Committee with the term to expire May 20, 2002, Sidney Ballentine to the Building Code Appeals Committee with the term to expire May 12, 2002, Andrew Bouknight to the Building Code Appeals Committee with the term to expire May 12, 2002, Susan Kirkpatrick to the Historic Preservation Commission to replace Mark Pearson who resigned with the term to expire December 31, 2001, Stewart Maurice to the Aiken Housing Authority with the term to expire May 28, 2005, W. A. Beasley to the Park Commission with the term to expire December 1, 2001, James McNair, Jr. to the Accommodations Tax Committee with the term to expire March 25, 2002, Mike Coleman to the Building Code Appeals Committee with the term to expire May 12, 2002, and Tamela Cook to the Annexation Study Committee with the term to expire May 20, 2002.

AIKEN CORPORATION - ORDINANCE 05222000

Construction Loan  
Westinghouse Government Services Group  
Loan  
Newberry Street

Mayor Cavanaugh stated this was the time advertised for second reading and public hearing on an ordinance for a construction loan of \$3.5 million to the Aiken Corporation for the construction of the Westinghouse Government Services building.

Mr LeDuc read the title of the ordinance.

AN ORDINANCE AUTHORIZING THE AIKEN CORPORATION TO BORROW \$3,500,000 FROM THE CITY OF AIKEN'S FUNDS FOR THE PURPOSE OF FUNDING THE CONSTRUCTION OF THE NEW WESTINGHOUSE CORPORATE OFFICES AND THE AIKEN COMMUNITY PLAYHOUSE.

Mr. LeDuc stated the Aiken Corporation had been working with the local banks to put together a funding package for construction of the new Westinghouse building that the city will jointly build with the Aiken Corporation for the Community Theater Playhouse on Newberry Street. He said Aiken Corporation has met with all the banks concerning the funding for the building to be occupied by Westinghouse Service Corporation. Although six of the banks appear to be willing to work with Aiken Corporation for permanent funding of this structure, the timing for this loan and the complications due to the bonds and insurance could cause problems in the startup of the construction. Due to this timing the staff is recommending that the city fund \$3.5 million to Aiken Corporation for their share of the construction of this building with a pay back to occur upon completion of this building and the occupancy by Westinghouse Corporation. This will allow the City and Aiken Corporation to move forward with the construction of this project starting in July. Our bond attorney feels that as long as this is being done for economic development that the construction loan would not hurt our current bond requirements. Funding is available from our Depreciation and Holding accounts, and we recommend the approval of this money to Aiken Corporation.

The public hearing was held and no one spoke.

Councilman Radford moved, seconded by Councilman Anaclerio and unanimously approved, that the ordinance be passed on second and final reading to loan \$3.5 million to Aiken Corporation with the interest rate to be the same as what the city currently receives from investment of the funds in state funds. Councilwoman Price did not participate in the voting because of a possible conflict of interest.

AIKEN ELECTRIC COOPERATIVE - ORDINANCE 05222000A

Easement  
Reynolds Pond Road  
Ventures Industrial Park  
Industrial Park

Mayor Cavanaugh stated this was the time advertised for second reading and public hearing on an ordinance to grant an easement to Aiken Electric Cooperative.

Mr. LeDuc read the title of the ordinance.

AN ORDINANCE AUTHORIZING THE CITY OF AIKEN TO GRANT AN EASEMENT TO AIKEN ELECTRIC COOPERATIVE, INC.

Mr. LeDuc stated in order to provide electric power to Ventures Industrial Park, Aiken Electric Cooperative needs an easement on City property located off of Reynolds Pond Road. In exchange, they will abandon the currently conveyed 20 foot easement through the property. This will allow them to upgrade the power needs for the park where Newman Technology is currently constructing their building. A drawing was presented to Council showing where the new easement is proposed along the existing gas right of way and where the existing easement will be eliminated.

The public hearing was held and no one spoke.

Councilman Anaclerio moved, seconded by Councilwoman Clyburn and unanimously approved, that Council pass on second and final reading an ordinance conveying an easement along the existing gas right of way to Aiken Electric Cooperative for power to Ventures Industrial Park with the elimination of the existing easement in the same area.

ANNEXATION - ORDINANCE

City Property  
Cushman Arms Apartments  
Detention Pond  
TPN 30-040.0-01-029  
Cushman Drive  
S.C. 19 North  
Laurens Street NW

Mayor Cavanaugh stated an ordinance had been prepared for first reading to annex 1.4 acres of city property located west of Cushman Arms Apartments.

Mr. LeDuc read the title of the ordinance.

AN ORDINANCE TO ANNEX TO THE CORPORATE LIMITS OF THE CITY OF AIKEN CERTAIN PROPERTY CONSISTING OF 1.48 ACRES OF LAND OWNED BY THE CITY OF AIKEN AND TO ZONE THE SAME SINGLE FAMILY RESIDENTIAL (RS-15).

Mr. LeDuc stated The City of Aiken currently owns 1.4 acres of property west of Cushman Arms Apartments which is currently used as a detention pond for this area of the city. The property is fenced and undeveloped except for this pond. This property does not need any services.

This request for annexation was approved unanimously by the Planning Commission.

Councilman Cunning moved, seconded by Councilwoman Price and unanimously approved, that Council approve on first reading an ordinance to annex 1.4 acres of land owned by the City of Aiken west of the Cushman Arms Apartments to be zoned RS-15 Single Family Residential and that second reading and public hearing be set for the next regularly scheduled meeting.

AIKEN CORPORATION - ORDINANCE

Construction Loan  
Westinghouse Government Services Group  
Loan  
Newberry Street

Mayor Cavanaugh stated Council had added to the agenda consideration of first reading of an ordinance for a construction loan of \$3.5 million to the Aiken Corporation for the construction of the Westinghouse Government Services building.

Mr LeDuc read the title of the ordinance.

AN ORDINANCE AUTHORIZING THE AIKEN CORPORATION TO BORROW \$3,500,000.00 FROM THE CITY OF AIKEN'S FUNDS FOR THE PURPOSE OF FUNDING THE CONSTRUCTION OF THE NEW WESTINGHOUSE CORPORATE OFFICES AND THE AIKEN COMMUNITY PLAYHOUSE.

Mr. LeDuc stated the Aiken Corporation had been working with the local banks to put together a funding package for construction of the new Westinghouse building that the city will jointly be building with the Aiken Corporation for the Community Theater Playhouse on Newberry Street. To do this the Aiken Corporation will need approximately \$3.5 million to start construction. Once the building is completed the loan can be paid back probably within a one year period. The staff has suggested that Council approve Aiken Corporation borrowing up to \$3.5 million internally from the city's Holding Funds and that Aiken Corporation be charged an interest rate equal to what the city is currently receiving in interest.

Councilman Cunning expressed concern about an unequivocal take out for the construction loan. He said the city should not fund the loan unless there is a take out commitment from some source. Councilman Cuning stated a take out is a permanent take out, unequivocal, it cannot be pulled out at any particular time. A take out is a signed commitment from whatever institution or entity to which the loan is going and it is enforceable. He said he was concerned about having a construction loan that would flow into a permanent loan which Council does not want. He said the intent is to have a temporary, one year, construction loan. He suggested that before the city funds the loan he would like for the city's attorney to check out a permanent take out.

Councilman Anaclerio moved, seconded by Councilman Radford and unanimously approved, that Council allow the use of city Holding Funds to establish a loan to the Aiken Corporation in the amount of approximately \$3.5 million for a construction loan with a permanent take out for the Westinghouse Government Services Building on Newberry Street at the interest rate the city would normally receive from interest on the money. The loan is being authorized because of the time involved in getting a group of banks to agree to a fixed rate for a construction loan because of the work involved in granting a loan and because of the time factor involved in getting the building constructed. Further, the money is being loaned to Aiken Corporation for the purpose of economic development within the community. The Aiken Corporation is to pay the city back for the loan within twelve months. Councilwoman Price did not participate in the voting to avoid the appearance of a conflict since she works with Westinghouse.

Councilman Anaclerio stated he wanted the citizens to understand that the city is not building the building only loaning the money to the Aiken Corporation which is paying the loan back with interest.

MONUMENT

Geodetic Control Monument  
Jones, Charles M.  
Mayor  
Surveyor  
Marker

Mayor Cavanaugh stated Council needed to consider approval of a Geodetic Control monument in honor of former Mayor Charles M. Jones.

Mr. LeDuc stated the Aiken Chapter of the Professional Land Surveyors would like to honor former Mayor Charles M. Jones and long time surveyor within the Aiken area with a geodetic control monument. This South Carolina Geodetic Survey Marker would replace the bent nail at the original center of Aiken at Park Avenue and Union Street with a new control monument with the name of

Aiken City Council MinutesSPECIAL MEETING

May 1, 2000

Present: Mayor Cavanaugh, Councilmembers Anaclerio, Clyburn, Cunning, Price, Radford, and Sprawls.

Others Present: Roger LeDuc, Gary Smith, Bill Huggins, Anita Lilly, Sara Ridout, Thurmond Whatley, Angie Fitzgerald, Wade Brodie and Adam Burton of the Aiken Standard.

Mayor Cavanaugh called the special meeting to order at 5:05 P.M. Mayor Cavanaugh stated two items were advertised for the special meeting.

Mr. LeDuc stated the first item is a Memorandum of Understanding for a ground lease from the City of Aiken to Aiken Corporation and the second item is a Memorandum of Understanding with the City of Aiken and the Aiken Community Playhouse. Mr. LeDuc stated Council met in a work session prior to the Council meeting and discussed the proposed Memorandums of Understanding.

AIKEN COMMUNITY PLAYHOUSEMemorandum of UnderstandingLeaseNewberry Street

Mr. LeDuc stated a proposed Memorandum of Understanding had been prepared for Council's consideration with the Aiken Community Playhouse for the building proposed to be built on Newberry Street for use by the Aiken Community Playhouse and Westinghouse Government Services.

Mr. LeDuc stated Council had met in a work session and had proposed some changes to the Memorandum of Understanding and Mr. Gary Smith, City Attorney, would review the proposed changes.

Mr. LeDuc stated the proposed agreement is the formulation of a working relationship between the Playhouse and the City of Aiken. The City of Aiken will be constructing the building shell, expending up to \$1.5 million on the theater. The Playhouse group will be raising approximately \$1 million for a portion of this upfit with their remaining contribution coming from their labor and materials from their current location. It is anticipated that the sound and electrical equipment from the existing Playhouse will be utilized in the new theater along with several other miscellaneous items. Thus there is a definite joint sharing of the costs between the City and the Playhouse for this portion of the building. With this in mind the agreement sets forth the joint usage of this facility and who will be maintaining it over the life of this lease. The agreement also sets forth the number of days and nights that the facility would be available for the Playhouse and for the City on a year to year basis. This allows the City of Aiken the ability to use the theater and lobby for a certain number of days and nights each year. Given this flexibility Westinghouse, the City or the community will be able to use the theater during a large portion of the calendar year. This will give not only the City and Westinghouse, but also the public, the opportunity to utilize this facility and the City the ability to rent it, receiving rental income to offset its expenses. We feel the agreement is fair to both parties and should meet the needs of the parties involved.

Mr. Smith reviewed the proposed changes. He pointed out that paragraph 9.C.2. regarding Yellow dates would be amended to add "that the city would not be allowed behind the area of the building coinciding with the curtain on the stage." In paragraph 9.C.4. 145 "red" would be changed to "green" or yellow nights and adding after "yellow nights" and "120 green dates." A new paragraph 14 would be added to read as follows: "The viability of this project shall be reevaluated by both parties on or before January 1, 2003, and if the parties do not mutually agree that the project will not be an operational theater building comparable to the existing Aiken Community Playhouse facility located at the intersection of Price and Two Notch Road, then the City has the right to terminate this Memorandum of Understanding and/or lease." A new paragraph 15 would state: "That upon agreement with Westinghouse any pledge they would make would be dedicated to upfitting the lobby area."

Councilman Anaclerio moved, seconded by Councilman Cunning, that Council approve the Memorandum of Understanding or agreement between the City of Aiken and the Aiken Community Playhouse with the modifications reviewed by the City Attorney. The motion was approved by a vote of 6 in favor and 1 not voting. Councilwoman Clyburn did not vote on the matter.

AIKEN CORPORATION

Newberry Street  
Westinghouse Government Services  
Memorandum of Understanding  
Ground Lease

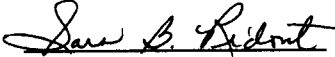
Mr. LeDuc stated as Council had discussed previously due to the need to maintain the integrity of one building with two separate entities, it is necessary for the City of Aiken to own the entire parcel of property on Newberry Street. For that reason the City of Aiken desires to enter into a ground lease with Aiken Corporation for 99 years. In the proposed Memorandum of Understanding the Aiken Corporation will be paying for the portion of the land which would be occupied by the footprint of the Westinghouse building. Under the assumption that this land has a value of approximately \$120,000 the lease per month, based on 8% over 20 years would be \$1,003 per month. This number will change based on the finished footprint of the Westinghouse building and would be a prorata share of the cost of the land that was purchased by the city last year. The lease also contains language concerning the maintenance of this building and responsibility for taxes and use of the lobby and atrium area. The lease is set up with a pay back over 20 years with a \$1 per year cost to continue the lease over the next 79 years.

Mr. LeDuc pointed out in the discussion in the work session no changes were suggested to the proposed Memorandum of Understanding for the ground lease.

Councilman Cunning moved, seconded by Councilman Sprawls and unanimously approved, that Council approve the proposed Memorandum of Understanding with Aiken Corporation for a ground lease for the property on Newberry Street which is to be the site of a building for Westinghouse Government Services and the Aiken Community Playhouse.

ADJOURNMENT

There being no further business the meeting adjourned at 5:15 P.M.

  
Sara B. Ridout  
City Clerk

Councilman Radford moved, seconded by Councilman Sprawls and unanimously approved, that Council pass on second and final reading an ordinance to add Section 26 to the Code of the City of Aiken to regulate drug paraphernalia and counterfeit drugs, and to set penalties for violation of the ordinance and that the ordinance become effective immediately.

LAND DEVELOPMENT REGULATIONS - ORDINANCE 03272000C

Sidewalks  
Streets  
Subdivision Regulations

Mayor Cavanaugh stated this was the time advertised for second reading and public hearing on an ordinance to amend the Land Development Regulations to require sidewalks only in conjunction with the construction of new streets.

Mr. LeDuc read the title of the ordinance.

AN ORDINANCE AMENDING THE LAND DEVELOPMENT REGULATIONS OF THE CITY OF AIKEN.

Mr. LeDuc stated during the past few years, sidewalk development has emerged as an important policy issue for the Planning Commission. The real concern is when and where to require developers to install sidewalks in conjunction with new development. Our present Land Development Regulations (formerly the Subdivision Regulations) require developers to provide sidewalks along arterial and collector streets adjoining new development where subdivision of property is involved. Sidewalks are also required on both sides of streets within one-half mile of an existing or proposed public school or park of over one acre in size. Private developers have argued that this requirement is excessive where streets already exist, because of the high cost associated with installing sidewalks along existing road rights-of-way. Also, some have complained that the return on this investment, particularly for areas adjoining commercial development, is insignificant. They believe that a new sidewalk segment in an area without existing sidewalks will essentially "lead to nowhere" and so will have no practical use.

The Planning Commission considered an amendment to address the issue. The amendment would require sidewalks only in conjunction with the construction of new streets. Following a hearing at which no one spoke in opposition, the Commission voted 6-1 to recommend approval of the amendment.

Mr. LeDuc pointed out that under this change that if the roads are already existing that sidewalks would be required in those particular cases. Only when new roads or streets are built would the regulation requiring sidewalks apply. Mr. LeDuc stated presently sidewalks are required if it is along an arterial road or within one-half mile of an existing or proposed public school or park. He said the intent is to make sidewalks less restrictive to developments.

The public hearing was held and no one spoke.

Councilman Radford moved, seconded by Councilman Anaclerio and unanimously approved, that Council pass on second and final reading an ordinance amending Section 5.7.1(a) of the Land Development Regulations to delete the phrase "Sidewalks shall be encouraged in all subdivisions" and to add the sentence "Sidewalks shall only be required in conjunction with new streets, not existing ones" and that the ordinance become effective immediately.

AIKEN CORPORATION - ORDINANCE 03272000D

Newberry Street  
Westinghouse Corporate Headquarters  
Theatre  
Playhouse  
Community Playhouse  
City Property  
TPN 30-047.0-01-010  
TPN 30-047.0-01-011  
TPN 30-047.0-01-012

Mayor Cavanaugh stated this was the time advertised for second reading and public hearing on an ordinance approving the sale of a portion of the property owned by the city on Newberry Street to the Aiken Corporation.

Mr. LeDuc read the title of the ordinance.

AN ORDINANCE APPROVING THE SALE AND CONVEYANCE OF A PORTION OF THE PROPERTY OWNED BY THE CITY OF AIKEN LOCATED ON NEWBERRY STREET.

Mr. LeDuc stated that Council had discussed several options available for moving the Westinghouse corporate office project forward. The staff felt that the best approach is for the Aiken Corporation to construct the building and either lease the space or sell the lease to another party. There was general agreement by Council on this point, and members also felt that the city should sell rather than donate the property to Aiken Corporation. Under this scenario, the City would continue to own the theatre portion of the site for the present time.

With several conditions in mind, we have developed an ordinance to authorize the property sale and transfer to the Aiken Corporation for Council's review and approval. The sale price will be calculated by prorating the City's original purchase price of \$302,500 for the properties, and this will be based on the percentage of the total property that is sold to Aiken Corporation. The exact dollar figure is not known, because it has not yet been determined just how much acreage will be needed for the Westinghouse portion. Of course, prior to the actual transfer of land, City-owned property will have to be subdivided to reflect ownership of the two projects (offices and theatre).

The public hearing was held and no one spoke.

Councilman Cunning moved, seconded by Councilman Anaclerio and unanimously approved, that Council pass on second and final reading an ordinance authorizing the City Attorney to negotiate a contract of sale with the Aiken Corporation subject to the terms of the ordinance approving the sale and conveyance of a portion of the property owned by the City of Aiken located along the east side of Newberry Street to the Aiken Corporation. Councilwoman Price did not participate in the voting because of a possible conflict of interest.

ANNEXATION - ORDINANCE

Henry Street 786  
Bradley, John  
TPN 30-057.0-01-009  
Virginia Acres

Mayor Cavanaugh stated an ordinance had been prepared for first reading to annex 786 Henry Street.

Mr. LeDuc read the title of the ordinance.

AN ORDINANCE TO ANNEX TO THE CORPORATE LIMITS OF THE CITY OF AIKEN CERTAIN PROPERTY OWNED BY JOHN AND LOIS BRADLEY AND LOCATED AT 786 HENRY STREET AND TO ZONE THE SAME SINGLE FAMILY RESIDENTIAL (RS-10).

Mr. LeDuc stated that John Bradley, owner of the property at 786 Henry Street consisting of .25 acres and occupied by a single family home, is asking for annexation to the city under RS-10 zoning. The applicant is requesting annexation in order to hook up to the sanitary sewer line now being installed through the Laurel Oaks Subdivision.

The Planning Commission reviewed this application and unanimously approved annexation under the RS-10 zoning.

Councilman Anaclerio moved, seconded by Councilman Radford and unanimously approved that Council pass on first reading an ordinance to annex .25 acres of land at 786 Henry Street to be zoned RS-10 and that second reading and public hearing be set for the next regularly scheduled meeting of City Council.

REZONE - ORDINANCE

Aiken Regional Medical Centers  
S.C. 118  
By-Pass  
University Parkway  
Zoning

Mayor Cavanaugh stated an ordinance had been prepared for first reading to rezone property occupied by the Aiken Regional Medical Centers and surrounding property.

LAND DEVELOPMENT REGULATIONS - ORDINANCE

Sidewalks  
Streets  
Subdivision Regulations

Mayor Cavanaugh stated an ordinance had been prepared to amend the Land Development Regulations to require sidewalks only in conjunction with the construction of new streets.

Mr. LeDuc read the title of the ordinance.

AN ORDINANCE AMENDING THE LAND DEVELOPMENT REGULATIONS OF THE CITY OF AIKEN.

Mr. LeDuc stated during the past few years, sidewalk development has emerged as an important policy issue for the Planning Commission. The real concern is when and where to require developers to install sidewalks in conjunction with new development. Our present Land Development Regulations (formerly the Subdivision Regulations) require developers to provide sidewalks along arterial and collector streets adjoining new development where subdivision of property is involved. Sidewalks are also required on both sides of streets within one-half mile of an existing or proposed public school or park of over one acre in size. Private developers have argued that this requirement is excessive where streets already exist, because of the high cost associated with installing sidewalks along existing road rights-of-way. Also, some have complained that the return on this investment, particularly for areas adjoining commercial development, is insignificant. They believe that a new sidewalk segment in an area without existing sidewalks will essentially "lead to nowhere" and so will have no practical use.

At its last regular meeting, the Planning Commission considered an amendment to address the issue. The amendment would require sidewalks only in conjunction with the construction of new streets. Following a hearing at which no one spoke in opposition, the Commission voted 6-1 to recommend approval of the amendment.

Mr. LeDuc pointed out that under this change that if the roads are already existing that sidewalks would not apply to those particular cases. Only when new roads or streets are built would the regulation requiring sidewalks apply.

Councilman Cunning stated the way he reads the ordinance is that if someone wants to develop a new subdivision in the City of Aiken they have to have sidewalks in the subdivision.

Mr. LeDuc stated sidewalks are required if it is along an arterial road or within one-half mile of an existing or proposed public school or park. He said the intent is to make sidewalks less restrictive to developments.

Councilman Radford moved, seconded by Councilman Anaclerio and unanimously approved, that Council pass on first reading an ordinance amending Section 5.7.1(a) of the Land Development Regulations to delete the phrase "Sidewalks shall be encouraged in all subdivisions" and to add the sentence "Sidewalks shall only be required in conjunction with new streets, not existing ones" and that second reading and public hearing be set for the next regularly scheduled meeting of Council.

AIKEN CORPORATION - ORDINANCE

Newberry Street  
Westinghouse Corporate Headquarters  
Theatre  
Playhouse  
Community Playhouse  
City Property  
TPN 30-047.0-01-010  
TPN 30-047.0-01-011  
TPN 30-047.0-01-012

Mayor Cavanaugh stated Council needed to consider approving the sale of a portion of the property owned by the city on Newberry Street to the Aiken Corporation.

Mr. LeDuc read the title of the ordinance.

AN ORDINANCE APPROVING THE SALE AND CONVEYANCE OF A PORTION OF THE PROPERTY OWNED BY THE CITY OF AIKEN LOCATED ON NEWBERRY STREET.

Mr. LeDuc stated that at the last Council work session, Council discussed several options available for moving the Westinghouse corporate office project forward. The staff felt that the best approach is for the Aiken Corporation to construct the building and either lease the space or sell the lease to another party. There was general agreement by Council on this point, and members also felt that the city should sell rather than donate the property to Aiken Corporation. Under this scenario, the City would continue to own the theatre portion of the site for the present time.

With several conditions in mind, we have developed an ordinance to authorize the property sale and transfer to the Aiken Corporation for Council's review and approval. The sale price will be calculated by prorating the City's original purchase price of \$302,500 for the properties, and this will be based on the percentage of the total property that is sold to Aiken Corporation. The exact dollar figure is not known, because it has not yet been determined just how much acreage will be needed for the Westinghouse portion. Of course, prior to the actual transfer of land, City-owned property will have to be subdivided to reflect ownership of the two projects (offices and theatre).

Councilman Anaclerio moved, seconded by Councilwoman Clyburn and unanimously approved, that Council pass on first reading an ordinance authorizing the City Attorney to negotiate a contract of sale with the Aiken Corporation subject to the terms of the ordinance approving the sale and conveyance of a portion of the property owned by the City of Aiken located along the east side of Newberry Street to the Aiken Corporation and that second reading and public hearing be scheduled for the next regularly scheduled meeting of City Council. Councilwoman Price did not participate in the voting because of a possible conflict of interest.

Councilman Cunning pointed out that the City of Aiken is not putting money into construction of this building for Westinghouse. He stated that Aiken Corporation has to get their own funds for purchase of the property and construction of the building.

RESOLUTION

Aiken Corporation  
Newberry Street NW 115  
Conte Building  
Johnson, William and Janice  
Parker Property  
TPN 30-044.0-03-009

Mayor Cavanaugh stated a resolution had been prepared to accept a land donation from the Aiken Corporation for property located at 115 Newberry Street NW.

Mr. LeDuc read the title of the resolution.

A RESOLUTION AUTHORIZING THE ACCEPTANCE OF PROPERTY FROM A LOCAL LANDOWNER FOR THE PURPOSE OF DEVELOPING THE FORMER PARKER PROPERTY.

Mr. LeDuc stated the Aiken Corporation has acquired the final piece of land involved in the redevelopment of the former Parker Auto Body property. He pointed out some have been donations and others have been easements. The property in question is a strip of land approximately 150 x 40 feet located at the rear of the Conte Building at 115 Newberry Street NW. This 6,000 square foot strip will provide a much needed parking area and will allow the city to further improve this portion of the downtown area. The property, which until recently was owned by Joel Conte, was purchased by William and Janice Johnson, who have in turn agreed to donate the property to the Aiken Corporation with a number of significant conditions. Of course, the agreement, is subject to the approval and acceptance of a deed by City Council.

The agreement requires that Aiken Corporation work with the City to provide a paved parking area with landscaping on the donated strip. Under the terms of this agreement, the City must also address the following conditions:

- \* Redo the retaining wall
- \* Provide steps from the new parking area to the existing driveway on site

improvements to the buildings and property in accordance with each of the agreements.

Aiken Corporation and the city staff are excited about the possibilities for this area and recommend City Council's approval of a resolution to accept the easements and donations of property behind buildings along Laurens and Richland Avenue.

Councilman Radford moved, seconded by Councilwoman Clyburn and unanimously approved that Council approve a resolution to accept the easements behind the property on Laurens Street and Richland Avenue and that Council offer thanks to Wade Brodie for his outstanding job in obtaining these easements.

#### ADDITION TO AGENDA

Mayor Cavanaugh stated Council needed to vote on an addition to the agenda concerning acceptance of Newberry Street in the city system for maintenance.

Mayor Cavanaugh moved, seconded by Councilwoman Clyburn and unanimously approved that Council add consideration of acceptance of Newberry Street in the city system to the agenda.

#### STREET

Newberry Street 100 SW  
Park Avenue  
Richland Avenue  
Highway Department  
Resolution  
City System  
Festival Area  
Streetscape

Mr. LeDuc stated in the work session Council discussed the item of Newberry Street and the festival area and what the city was trying to do in the Newberry Street area. In order to accomplish the festival area Newberry Street from Richland Avenue to Park Avenue will have to be removed from the State Highway System and placed in the City System for maintenance. He stated a letter would have to be written to the Highway Department stating that City Council approved removal of the 100 block of Newberry Street SW from the State Highway System and that the city would maintain the street.

Councilwoman Price moved, seconded by Councilman Anaclerio and unanimously approved that Council approve removal of the 100 block of Newberry Street SW from Richland Avenue to Park Avenue from the State Highway System so the city can proceed with the festival area on Newberry Street.

#### MEETING SCHEDULE

December, 1999

Mayor Cavanaugh stated Council needed to consider the meeting schedule for December, 1999.

Mr. LeDuc stated the regular meeting of City Council would normally be scheduled for Monday, December 27, 1999, and City Council's practice in the past has been to cancel the meeting between Christmas and New Year's Day. For City Council consideration, this is adoption of a December meeting schedule, deleting the second meeting in December. With the holiday schedule there usually are no items that require immediate attention, but if an issue arises, then Council can call a special meeting.

Councilman Anaclerio moved, seconded by Councilman Radford and unanimously approved that Council adopt a December meeting schedule, holding a meeting on December 13 and cancelling the December 27 meeting.

#### EXECUTIVE SESSION

Mayor Cavanaugh stated Council needed to go into executive session for an attorney briefing on a contractual matter and a personnel matter.

Mr. LeDuc stated this is the third and final year for funding from the South Carolina Department of Public Safety for a child/elder abuse investigator. This individual works out of the DSS office and handles the claims and does investigation of the child/family problems that come through DSS. The grant award, approved by the South Carolina Department of Public Safety, is in the amount of \$41,546. The grant period is from July 1, 1999 and runs through June 30, 2000. The individual funded through this grant spends 100% of their time in this grant funded position at DSS except for training which occurs from time to time during the year. During next year's budget period we will discuss this position, the results, and the advantages of locating a person at this particular site.

Councilwoman Papouchado moved, seconded by Councilman Radford and unanimously approved, that Council accept the 100% grant in the amount of \$41,546 for the purpose of supplying an individual in the DSS office as a child/elder investigator.

AIRPORT TERMINAL BUILDING

Capital Development Project  
Terminal Building  
Airport

Mayor Cavanaugh stated Council needed to consider approval of the terminal building project at the airport.

Mr. LeDuc stated about fifteen months ago City Council looked at several terminals in North and South Carolina in anticipation of building a new terminal at the Aiken Airport. A schematic drawing was shown to City Council about a year ago, and tentative cost estimates were developed. Since that time a new franchise agreement has been signed with our Fixed Base Operator and the FBO has completed much of the renovation in the existing terminal building. The architects are ready to move forward with the new terminal design and will have completed plans ready for bid later this summer.

When the Accommodations and Hospitality taxes were approved, \$300,000 of this money was to be used for the new terminal building at the airport. The ordinance approved by Council states that prior to moving forward with these projects City Council will review each project for their approval. The city has enough funds from Aiken 20/20, sale of timber and land and a grant given by Aiken Electric Cooperative to complete this project. He said the staff is ready to move forward with the project. The project is estimated to cost \$900,000, with \$300,000 from Accommodations Tax money, \$109,000 from the Aiken Electric Grant, \$300,000 from Aiken 20/20 for terminal building expansion, leaving a balance of \$191,000 to come from the Airport Industrial Park Fund. The staff has reviewed the design plans and recommends proceeding with the project.

Councilman Radford moved, seconded by Councilman Analcerio, and unanimously approved, that Council approve the airport terminal building project and using \$300,000 from the Accommodations and Hospitality tax monies.

PLAYHOUSE THEATER

Community Playhouse  
Theater  
Mark II Theater  
Newberry Street  
Capital Development Project  
Downtown  
Accommodations Tax  
Hospitality Tax

Mayor Cavanaugh stated Council needed to consider a request for \$1.5 million from the Accommodations/Hospitality tax for the relocation of the Playhouse in the downtown area.

Mr. LeDuc stated in November, 1998, City Council authorized Aiken Corporation to obtain an option on the Mark II Theater on Newberry Street for the possible use for a new downtown playhouse. Since that time the Downtown Association has formed a subcommittee which has met almost weekly for the past six months to discuss the possible move of the playhouse to the Newberry Street location. The option on the theater is up in early July and a decision needs to be made whether to move forward with this project.

City Council included a possible \$1.5 million in the Accommodations/Hospitality tax money for this project upon approval by Council after a review of the total project. The Playhouse Committee has developed a sketch for the new building and estimate the cost versus the income needed to build this theater. They understand that they will have to raise through a capital campaign around \$400,000 to \$450,000. With Council's approval they would like to exercise their options on the Mark II Theater and the Whittle Building and to purchase the Holley property to allow this project to go forward. Design would take place over the next 12 months with construction completed for an opening in the fall of the year 2002.

Mr. LeDuc stated the cost of the three properties will be a little over \$300,000. The Playhouse Committee has looked at a capital campaign of about \$450,000 for the project. The Playhouse Committee is assuming some revenue gain from the property currently leased at the corner of Two Notch and Price Avenue. The Playhouse is asking Council to move forward with the purchase of the property on Newberry Street with the design and the campaign to take place over the next 12 months. Should the campaign not be successful, then Council would have several options. Currently the Playhouse Committee is asking the city for approval to purchase the property on Newberry Street and to be able to begin the campaign to get community support for the project.

Councilman Anaclerio moved, seconded by Mayor Cavanaugh, that at this time Council approve the request for purchase of the three parcels on Newberry Street, including the Whittle Building, the Mark II Theater, and the Holley property, and that Council make a decision based on the success of the capital campaign in about 12 months as to whether to go forward with the additional \$1.5 million from the Accommodations/Hospitality Tax for the relocation of the Community Playhouse from Price Avenue and Two Notch to the downtown area on Newberry Street.

Ms. Ginger Ingram stated she had worked with the Community Playhouse in many capacities. She thanked Council for the opportunity to explore the possibility for the betterment of the Playhouse and the Committee for their hours of work. She felt that since the city will create a festival area on Newberry Street that the city should own the Whittle property, the Mark II Theater and the Holley property. She felt, however, that the property would better serve the city's needs as additional parking and a bandstand to be used during the various festivals. She felt one of the biggest needs downtown was parking. She pointed out that the issue of a statue in the downtown area was taken to the citizens for an opinion. She felt the citizens should be given the same chance to voice an opinion in the relocation of the theater to downtown. She pointed out that moving the playhouse downtown would only affect people interested in theater and would necessitate the wide support of the community physically and financially. Ms. Ingram was concerned that if the project did not work out that the Playhouse would end up with nothing whereas presently they have a building debt free.

Mr. Wade Brodie, representing the Aiken Corporation and the Downtown Development Association, stated they had been working on the project for some time. He stated they were not asking for total approval of the project, but asking for support for purchase of the property on Newberry Street to allow the process to continue. He stated they needed about a year to work on the capital campaign project to see if they could be successful. He stated the Chamber of Commerce had furnished a letter of support for the project. He asked that Council approve the purchase of the three properties on Newberry Street.

Mr. Dennis Rogers, Chairman of the Committee for Relocation of the Theater, encouraged Council to move forward with the purchase of the property on Newberry Street. He said since there is some concern that the public has not had a full opportunity to comment on the relocation of the playhouse, he asked that Council divide the project into segments. He said purchase of the property makes good economic sense for the city. He said the effort to raise the capital funds needed for the project is considerable and will take some time. He urged Council to proceed with purchase of the property.

Mr. Don Currier, President of the Board of the Aiken Community Playhouse, stated the Board has 17 members and there are a lot of different opinions. He said the Board, however, is in favor of moving the Playhouse downtown. He said the Board plans to present the plans to the whole membership within the next month.

Mr. Thurmond Whatley, of the Playhouse Committee, pointed out the time constraints and the property negotiations were the reasons for not presenting the plans to the whole membership before now. He said the Committee also was working with City Council to see if something could be worked out for the project. He pointed out if Council approves purchase of the property some of the time pressure is removed and the Playhouse can focus attention on the capital campaign. He pointed out the project has significant benefits for the Playhouse and will bring significant benefits to downtown.

Mr. Mike Henrich, 321 Long Leaf Court, stated he has been a season ticket holder for the Playhouse for at least 7 years and all he knows about the project is what he has read in the paper. He felt that the membership could have been informed of some of the negotiations and asked to indicate their support for the project. He said he did feel that purchase of the property on Newberry Street was in the best interest of the city and he supported the purchase of the property. He stated he did have some reservations about the Playhouse moving downtown. He pointed out the Playhouse had made a lot of improvements in their building on Price Avenue in the last few years.

Mr. Lauren Hammond-Ross, a member of the Board of the Playhouse and a member on the Planning Committee for moving downtown, stated the Playhouse would be able to move some of its present equipment from the present Playhouse. He said he also felt that \$175,000 is a realistic figure for the present Playhouse building on Price Avenue. He said he felt the Newberry Street location would be a great location for the Playhouse since it will be in the festival area.

Ms. Joan Silverberg pointed out that the city owns the property where the present Playhouse is located so she didn't see how the Playhouse could sell it. It was pointed out the \$175,000 is the value of the present Playhouse building.

Mayor Cavanaugh stated he felt the real proof as to whether the relocation will work is the fundraising project.

Councilman Perry stated he felt most citizens would not care whether the Playhouse is located downtown. He said, however, that is not the issue. He pointed out that the request is for \$1.75 million from the city for the project and that is the issue. He said the question for the citizens is whether they want the city to spend \$1.75 million of tax money on the Playhouse. He asked if this is a proper use of tax money. He stated the request is not to renovate some historical property because they plan to tear the buildings down. He said all they need is some property in the downtown area. He pointed out when there is a festival downtown they can't have a play because the events would not be compatible.

Mayor Cavanaugh stated if Council approves the purchase of the property, the Playhouse raises the capital funds, and then Council approves the project, that Council would be saying the Playhouse is something they want downtown because it can be an asset to the downtown. He said there is a difference in giving tax money for no special reason. He felt the project could be a real asset to the downtown area. He pointed out the \$1.75 million would be from the hospitality tax and accommodations tax, and it has been estimated that approximately 50% of that money is being paid by people who live outside the city, either tourists or people living in the county.

Councilwoman Clyburn stated she was in favor of proceeding with the purchase of the property. She said, however, she did have some concerns about committing \$1.75 million to the project at this time without first finding out how much support the Playhouse has from its membership and from the community. She said she was sure the citizens would let the city know how they feel about spending \$1.75 million to bring the theater downtown.

Mayor Cavanaugh called for a vote on the motion to proceed with the purchase of the property on Newberry Street, but to wait about a year to see the success of the capital fundraiser before committing the \$1.75 million of Hospitality/Accommodations Tax monies to the project. The motion was approved by a vote of 5 in favor and 1 opposing. Councilman Perry opposed the motion.

#### ELECTION SCHEDULE

1999

Mayor Cavanaugh stated Council needed to adopt the 1999 Election Schedule.

In the past, parks were open until a posted time, but we are recommending that the parks be closed between the hours of 12 midnight and 6 A.M., unless there are other hours posted. It is felt that this should help us with the enforcement of loitering issues in some of the city parks.

Councilwoman Papouchado moved, seconded by Mayor Cavanaugh and unanimously approved, that the ordinance closing the city's parks, parking lots, and other recreation areas of the city between 12 midnight and 6 A.M., unless other hours are posted be passed on first reading and second reading and public hearing be set for the next regular meeting of Council.

#### PLAYHOUSE

Purchase Option  
Aiken Downtown Development Association  
Aiken Community Playhouse  
Newberry Street  
Request for Funds  
Property  
Option  
Mark II Theatre  
Aiken Corporation

Mayor Cavanaugh stated Council had received a request for funding for a property purchase option.

Mr. Thompson stated as City Council is aware, the Aiken Downtown Development Association has been considering ways to help the Aiken Community Playhouse move into the downtown area. The Aiken Corporation has suggested that the City help with this effort by taking an option on the purchase of the Mark II Theatre facing Newberry Street. This would allow the Aiken Corporation to work with the Aiken Community Playhouse and with City Council on deciding whether or not this purchase is attractive to the Corporation and to the Playhouse. The Corporation has suggested that the option be broken into two increments. The first would be \$6,000 for the first three months of the option with an additional \$6,000 if the three additional months are needed for the process. Also, \$500 has been included for a similar option on nearby property presently being used as a parking lot. The intent is to have this as a loan to the Aiken Corporation. If the project moves forward, then the Aiken Corporation would repay the loan. The Aiken Corporation has also discussed if the decision could be made at an early date that the option could possibly be sold to one of the other businesses interested in the property. Approval of the option would give City Council, the Aiken Corporation and the Community Playhouse the opportunity to review this issue and to decide whether to move forward with the development of the Mark II Theatre for a performance theatre in downtown Aiken.

Councilman Perry moved, seconded by Councilman Anaclerio and unanimously approved, that the city loan the Aiken Corporation up to \$12,000 to option the Mark II property and \$500 to option property owned by Ms. Margaret Holley.

#### BIDS

Uniforms  
Public Safety Department

Mayor Cavanaugh stated Council needed to consider the bids for uniforms for the Public Safety Department.

Mr. Thompson stated the city purchases uniforms for use in the Public Safety Department, and the staff is recommending acceptance of the low bid of Century Uniform and Safety, out of Wilmington, North Carolina.

This bid is for uniforms for a term of two years, and includes shirts, shoes, buckles, badges, and different parts of the uniform.

We received a total of four bids on this purchase, and the low bid was submitted by Century Uniform and Safety. We are satisfied that the uniforms should meet our specifications, and funds are available in the budget for this purchase. The bids received were as follows:

The bids received were as follows:

<u>BIDDER</u>	<u>Amount</u>
Bradley Plumbing and Heating	\$15,285
Kimball's	No Bid
Sig Cox	No Bid
Central Heating	14,802

Councilman Anaclerio moved, seconded by Councilwoman Papouchado and unanimously approved, that Council approve the purchase of an air conditioning unit from Central Heating, with a total bid of \$14,802.

#### HITCHCOCK WOODS

Storm Drainage  
Woolpert LLP  
Contract  
Drainage  
Stormwater Study

Mayor Cavanaugh stated Council needed to consider a contract with Woolpert for study of storm drainage in Hitchcock Woods.

Mr. Thompson stated as City Council is aware, the city has been working for several years to develop improvements to the stormwater issues in Hitchcock Woods that are influenced by stormwater runoff from the City of Aiken. He stated the staff is recommending that the city enter into a contract with Woolpert, LLP, to study movement of water throughout Hitchcock Woods.

Although we have conducted many studies in the woods on this issue, this next review should address some specific problems, including the movement of sand into the woods, stabilization of the side slopes of the gullies in Hitchcock Woods, and ways to improve Barton's Pond. In the past we have developed many alternatives to the stormwater problems in Hitchcock Woods, but have not been able to reach consensus on which alternative would best address these problems. This study will perhaps help us to reach that consensus.

This is an unbudgeted expense, but we do have some funds left in the stormwater account. If we develop alternatives that will cost more than a few hundred thousand dollars, then of course we will have to look at ways to raise funding for these alternatives. The cost of the study will be about \$40,405.

Councilman Anaclerio stated that the city's primary storm drainage goes through Hitchcock Woods, and he felt the city should protect the environment.

Councilman Anaclerio moved, seconded by Councilwoman Papouchado and unanimously approved, that Council approve a contract with Woolpert, LLP, to study the movement of water and sand through Hitchcock Woods.

#### ADDITION TO AGENDA

Festival Center  
Newberry Street

Mayor Cavanaugh stated Council had discussed the Festival Center on Newberry Street and asked that the item be added to the agenda for action by Council.

Councilman Anaclerio moved, seconded by Councilwoman Papouchado and unanimously approved, that Council add consideration of the Festival Center to the agenda.

#### NEWBERRY STREET

Festival Center  
Park Avenue  
Richland Avenue  
Aiken Downtown Development Association

Mr. Thompson stated Council needed to consider the request and recommendation of the Aiken Downtown Development Association that a Festival Center be approved for Newberry Street.

Mr. Thompson stated the Aiken Downtown Development Association has been reviewing the possibility of a festival center in the downtown area. He stated the project has been discussed for some time. He said the project

originally started with beautification plans on Newberry Street. He said the Downtown Association discussed how the city could attract festivals and projects into the downtown and focused on Newberry Street as a possible location for a festival center. The Downtown Association has been working with McDonald Law, architect and designer for the project, and the city staff to move the project forward. The Aiken Downtown Development Association is asking that City Council approve the overall project for the festival center on Newberry Street. The cost of the project is estimated to be about \$300,000 as presently designed.

Councilwoman Papouchado moved, seconded by Councilman Anaclerio and unanimously approved, that Council approve the Festival Center on Newberry Street as recommended.

CITIZEN COMMENTS

Glinski, Ray  
Cable Television  
Northland Cablevision  
Lobbyist

Mr. Thompson stated City Council has received a request from Mr. Ray Glinski, of 164 Governors Lane, to address City Council. Mr. Glinski would like to comment on the city's contribution of \$25,000 to assist with development of Washington legislation for the Savannah River Site. Mr. Glinski would also like to comment on the cable provided by Northland Cable Television.

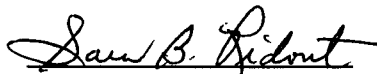
Mr. Ray Glinski, 164 Governors Lane, complimented Council on the improvements in the downtown area. Mr. Glinski then expressed his concern about the cablevision rates in Aiken and the service from Northland Cablevision. He again asked that Council go on record stating the cablevision rates are excessive and make a complaint to the FCC.

Mayor Cavanaugh pointed out he felt Council would like to have lower cable rates, but the city had made a survey of cablevision rates in the area and Northland's rates were not excessive but were in the middle range of rates charged so he felt Council could not make a complaint about excessive rates.

Mr. Glinski then made comments on the \$25,000 donation to the Economic Development Partnership for lobbying in Washington for the Savannah River Site. He felt that taxpayers money should not be spent for this type project and that the Senators and Representatives in Washington should be doing that job.

ADJOURNMENT

There being no further business the meeting adjourned at 8:50 P.M.



Sara B. Ridout  
 City Clerk

Mr. Thompson stated the Planning Commission has also reviewed the recommendation from the Department of Public Safety to limit the use of fluttering ribbons and streamers in Aiken. The proposed ordinance will amend the Zoning Ordinance to prohibit the use of ribbons, streamers, and similar materials or devices in Aiken.

This issue is very similar to the discussion on flags for the different properties in Aiken. We have received many requests for flags and streamers to be displayed around the city, and quite often flags and streamers are very similar in nature. The Public Safety Department has felt that fluttering and streaming ribbons and signs are distracting to motorists, and in the past we did not allow these types of banners and ribbons in the city. During the last update of the Zoning Ordinance, City Council did allow limited use of banners in Aiken, and under the present wording this also allows the use of multiple ribbons and streamers.

The Planning Commission reviewed this, and has recommended that City Council prohibit the use of ribbons, streamers, and other materials.

Councilwoman Price moved, seconded by Councilwoman Papouchado and unanimously approved, that Council pass on first reading an ordinance prohibiting the use of ribbons, streamers, and other materials or devices and that second reading and public hearing be set for the next regular meeting of City Council.

#### AIKEN CORPORATION

Grant  
Parker Property  
Downtown Parking  
Housing  
Richland Avenue  
Laurens Street  
Newberry Street  
Parking  
Streetscape

Mayor Cavanaugh stated Council needed to consider the request for a grant from the Aiken Corporation.

Mr. Thompson stated City Council has discussed the need to purchase property located in the block bounded by Richland Avenue, Laurens Street, Barnwell Avenue, and Newberry Street. This discussion has been active with City Council for the past twelve months, and at the March 9 meeting of City Council, City Council met with the members of the Aiken Corporation to discuss how best to move this project forward. The Aiken Corporation has asked that City Council consider approving a grant of \$350,000 to the Aiken Corporation to develop a parking and apartment project on this site.

The Aiken Corporation has submitted a land management plan to City Council that incorporates both parking spaces and a site for new multi-family homes or apartments. The intent of the Aiken Corporation is to acquire this property and to find a private developer to develop an apartment or townhouse complex with between eight and forty-two units, and in doing so to improve the quality of the development on this property and along Newberry Street. The Aiken Corporation has asked the city to provide a grant of up to \$350,000 to make the land acquisition possible for the project. In addition the City's responsibility under this program would be to demolish the buildings, and to install landscaping components and parking spaces on the balance of the property not proposed for the housing development.

The project proposed by the Aiken Corporation is much more than the parking lot project that was originally discussed. Under this plan an unattractive use in the downtown would be removed and there would be an opportunity for a much greater development in Aiken's business district. In addition to the large tract of property presently owned by Mr. C. E. Parker, twelve or more individual property owners have been identified that we will have to work with to make the project possible. The Aiken Corporation has asked for a grant of \$350,000 to make land acquisition possible under this project. In addition to land acquisition, we estimate the cost of site cleanup to be between \$50,000 and \$100,000, and up to \$200,000 for streetscape work and improvements on the site. The Aiken Corporation is suggesting that the City immediately move forward with the demolition of the existing buildings on the property under study and with beautification of the area with installation of parking and streetscape components. To some degree, we will be able to phase these

expenses in over the next few years, and this cost would be necessary, whether at this site or another site, for parking and beautification. Overall, you can expect the project to cost at least a half million dollars, but this project is fully compatible with the goals and the objectives of the Tax Increment Finance District. Funds for this project would be taken from the TIF district and repaid through the development of new taxes in the area with greater development.

Council discussed the request. Councilman Anaclerio asked for clarification on the request. He said he understood the amount of money requested is not to develop real estate, but the intent is to find someone who is willing to buy the property and develop the property to reduce the cost to the Aiken Corporation. He said Councilmembers also had questions about the other property owners along Laurens Street and whether those properties would be purchased. He asked if the property owners of the 12 other properties involved had been contacted.

Mr. Wade Brodie, Chairman of the Aiken Corporation, stated the Corporation would be dealing with about 12 property owners. He said all the owners had been contacted, but there were no commitments yet. He said the Corporation would not be buying other lands but would be asking the property owners to give a perpetual easement or the Corporation could give the property owners a tax letter.

Mayor Cavanaugh pointed out in looking at the project he felt it would have to be a well coordinated effort in approaching the individual property owners and in purchasing any property. He said a concern of his was that if Council approves the grant and the Corporation does not get the cooperation needed to complete the project then what would happen.

Mr. Brodie stated the project would be a major project for downtown. He said all of the project may not work out. He stated the project included the area from Richland Avenue up to Barnwell Avenue. He said the Corporation was not only asking the city to participate, but also asking property owners and the First Presbyterian Church to participate. He said if all the property owners did not cooperate that the Corporation could still develop part of the property.

Mayor Cavanaugh pointed out the city had been talking about the need for additional parking in Aiken for some time, and it was felt more parking will be needed in the downtown. He said he felt the proposed project was a wonderful step forward in further developing the downtown area. He said the proposed project would manage change in the downtown to meet the needs in the future. He pointed out apartments in the area would return tax money to the city over the years.

Councilman Anaclerio moved, seconded by Councilwoman Papouchado, that Council approve the grant for \$350,000 to the Aiken Corporation for development of an off-street parking area and housing development in the block between Barnwell and Richland Avenues.

Councilwoman Papouchado pointed out the transformation of The Alley area. She stated the proposed project is the last piece of the downtown core that can undergo a similar type of transformation and in addition will provide residential infill. She pointed out the success of Aiken Corporation's project with the three houses on Richland Avenue.

Councilman Perry pointed out the transformation of The Alley was done with private money. He pointed out that the proposed project would provide 21 parking spaces. He also pointed out that the plans show the number of parking spaces on the lot on Richland Avenue already purchased by the city to be only 15 parking spaces. He was concerned about spending \$650,000 for 21 parking spaces.

Mayor Cavanaugh pointed out the project is proposed for an area that the city wants to be sure is developed in the right manner. He pointed out part of the cost is streetscape with additional housing to get people downtown. He stated if the Corporation does not develop the area the property may set for some time and then may be developed in a way that may not be the best for the city and may not bring people downtown.

Councilman Radford pointed out he would like to see Community Development monies used in the project if possible.

Mayor Cavanaugh called for a vote on the motion to approve the grant of \$350,000 to the Aiken Corporation. The motion was approved by a vote of 5 in favor and 2 opposed, with Councilmembers Perry and Price opposed to the motion.

BID

Pump Station  
Lift Station  
Sewer Lift Station  
Sewer, Sanitary  
Public Works Department

Mayor Cavanaugh stated Council needed to consider the bids for the purchase of a sewer lift station.

Mr. Thompson stated the city needs to replace a pump station on Colleton Avenue, and has accepted bids on this purchase. The staff is recommending acceptance of the low bid of Pete Duty and Associates, of Columbia, South Carolina, with a total bid of \$20,984.

Mr. Thompson stated the staff is recommending this purchase as a sole source bid. The city has standardized all of the equipment in our pump station system, and now use 14 Smith & Loveless pump stations. We standardized in 1987 to allow us to reduce the amount of training necessary for these stations, and to limit the number of spare parts that we need for these pump stations. A pump station repair is critical, and generally we try not to wait until the parts can be shipped. Therefore, we have to maintain an inventory of parts, and to maintain an inventory for several different types of pumps would be both expensive and inefficient for our operation.

Smith & Loveless uses a regional sales system, and there is only one price available for the station.

Funds are available for this purchase, and the staff is recommending acceptance of the price of \$20,984 for the purchase of a pump station from Pete Duty & Associates.

Councilman Anaclerio moved, seconded by Councilwoman Papouchado and unanimously approved, that Council approve the purchase of a sewer pump station from Pete Duty & Associates in the amount of \$20,984.

BID

Canopy  
Citizens Field  
Concessions Area  
Recreation Department  
Augusta Canvas

Mayor Cavanaugh stated Council needed to consider bids for the purchase of a canopy for the concessions area for Citizens Park.

Mr. Thompson stated when the city originally constructed the concession area at Citizens Park we were not able to afford the canopy that covers the concessions area and picnic tables. We have tried to find a way to make this project move forward, and the Recreation Department has obtained a grant for 80% of the cost of the canopy and bids have been received for the purchase of a canopy over this area. The staff is recommending acceptance of the low bid of Augusta Canvas with a total price of \$8,665. The other bid received was from Canvas Works of Aiken in the amount of \$10,886.

The canopy will allow us to provide shelter to visitors to Citizens Park during hot or inclement weather, and will make the concession area much more pleasant for these visitors and guests. The staff at the Recreation Department has been working with the South Carolina Parks, Recreation and Tourism Department to find a way to provide funding for the canopy, and we have obtained a grant for up to 80% of the cost of this canopy. We hope to be able to save enough in our current budget to pay the difference between the grant amount and the full contract, and recommend acceptance of this bid.

Councilman Radford moved, seconded by Councilwoman Clyburn and unanimously approved, that Council approve acceptance of the low bid of Augusta Canvas, with a bid price of \$8,665, for the purchase of a canopy for Citizens Park.