



Aiken City Council *Agenda*

April 22, 2024

5 P.M. Work Session-Update on New Water Plant- Budget 2024-25
7:00 P.M. Regular Meeting of City Council

THE CITY OF AIKEN
5 P.M. Work Session – Water Plant-2024-25 Budget
CITY COUNCIL AGENDA
APRIL 22, 2024
7 P.M.

CALL TO ORDER
INVOCATION AND PLEDGE TO THE FLAG
GUIDELINES

ADDITIONS OR DELETIONS TO THE AGENDA

I. MINUTES:

- (1) Consideration of the Minutes of the Work Session and Regular Meeting of April 8, 2024.

II. PRESENTATIONS:

- (1) Presentation of Green Horse Environmental Stewardship Awards by Energy and Environmental Committee.

III. NON-AGENDA ITEMS FROM THE PUBLIC (total time limited to 30 minutes and each speaker limited to three minutes.):

IV. OLD BUSINESS: Further Consideration of:

- (1) Discussion and Consideration of Appointments to Various City Boards, Commissions and Committees.
- (2) Second Reading and Public Hearing of an Ordinance Amending the FY 2023-24 Budget.

AN ORDINANCE AMENDING THE BUDGET OF THE CITY OF
AIKEN FOR THE FISCAL YEAR BEGINNING JULY 1, 2023, AND
ENDING JUNE 30, 2024, FOR THE GENERAL FUND AND
FRANCHISE FEE FUND.

V. NEW BUSINESS: Consideration of:

- (1) First Reading and Public Hearing of an Ordinance Authorizing the City of Aiken to Grant Easements to H and W Partnership, LLC.

AN ORDINANCE AUTHORIZING THE CITY OF AIKEN TO
GRANT EASEMENTS TO H AND W PARTNERSHIP, LLC.

VI. PETITIONS AND REQUESTS:

- (1) Approval of a Resolution Authorizing the City Manager to Serve as the Contract Authority for the City of Aiken's Local Public Agency Administrator Process with the South Carolina Department of Transportation.

A RESOLUTION AUTHORIZING THE CITY MANAGER OF THE CITY OF AIKEN TO SERVE AS CONTRACT AUTHORITY WITH THE SOUTH CAROLINA DEPARTMENT OF TRANSPORTATION FOR THE TRANSPORTATION ALTERNATIVE PROGRAM.

- (2) Approval of a Resolution Authorizing Application to S.C. Water Quality Revolving Fund for a Loan for Construction of a New Water Plant.

A RESOLUTION AUTHORIZING THE CITY OF AIKEN TO MAKE AN APPLICATION TO THE SOUTH CAROLINA WATER QUALITY REVOLVING FUND AUTHORITY FOR A LOAN FROM THE STATE DRINKING WATER REVOLVING LOAN FUND; AND OTHER MATTERS RELATED THERETO.

- (3) A Resolution Authorizing an Amendment of an Agreement with Debra Murphy, Fred Douglas McLean, Kathy M. McLean and Mary Ann Fry.

A RESOLUTION AUTHORIZING THE CITY OF AIKEN TO ENTER INTO AN AMENDED AGREEMENT REGARDING DEDICATION AND DEVELOPMENT OF PROPERTY WITH THE MCLEAN FAMILY.

- (4) Approval of an Agreement with Colliers International South Carolina, Inc.

A RESOLUTION AUTHORIZING THE CITY OF AIKEN TO ENTER INTO AN EXCLUSIVE AUTHORIZATION AND RIGHT TO SELL AGREEMENT WITH COLLIERS INTERNATIONAL SOUTH CAROLINA, INC.

- (5) Approval to Allocate Capital Project Sales Tax IV Funds for Public Safety Equipment.

VII. NON-AGENDA ITEMS FROM THE PUBLIC: (each speaker limited to three minutes.):

VIII. INFORMATION

- (a) Issues and Updates.
(b) Human Resources Department Report for March, 2024.
(c) Engineering and Utilities Report for March, 2024.

IX. ADJOURNMENT

Aiken City Council Minutes

WORK SESSION

April 8, 2024

Present: Mayor Milner, Councilmembers Brohl, Diggs, Girardeau, Price and Woltz.

Absent: Councilmember Gregory

Others Present: Stuart Bedenbaugh, Mary Tilton, Lex Kirkland, Sara Ridout, Charles Barranco, Gary Meadows, Matthew Christian of the Aiken Standard, and about 5 citizens.

Mayor Milner called the work session to order at 5:34 p.m. She said there is one item for discussion in the work session. Ned Brown is present to present to Council his concept for an opioid telehealth treatment program that he would base in Aiken.

Mr. Bedenbaugh stated we have a presentation by Laura Bagwell and Ned Brown. We want to talk about some potential opioid treatments. The City has received opioid funds from the law suit settlement that we are working with some partners on treatment at both the Rural Health and the Aiken Center. For this proposed treatment potential funds come from the settlement, but are not from the \$400,000. These are some additional monies that could potentially be applied for. What we want to talk about is a potential pharmacy that would deal directly with the customer to treat opioid addiction. A mail order type set up. We want to have a presentation to Council to discuss this. Then potentially get some funding.

Mr. Bedenbaugh recognized Ned Brown and Laura Bagwell who will give the presentation.

Ned Brown stated that he had spent four decades working as a lawyer advisor in Washington on Capitol Hill. He said he had been around the opioid crisis in the country for the past decade or more. He said he would give some general remarks and a little chronology and understanding of how this crisis has come about and where it is headed if we don't do something different.

He said the opioid crisis is really a uniquely United States of America crisis, it does not really exist in Europe, or other countries. He noted that a great number of people in this country are addicted to opioids. He pointed out that they were prescribed opioids post-surgery. He said this is a problem that we can address. He noted a personal experience when he had knee replacement surgery he was given a 30-day supply of five milligrams of oxycodone from his surgeon. He really got no instruction on the dangers of opioids from anybody on his staff other than just be careful. He noted that knee surgery is pretty rough and there were some nights that he was in a lot of discomfort. He said he thought he took it four times, but he would not take it anymore. It is really rough stuff. He had bad dreams and everything else. He said he turned the drugs over to the Mount Pleasant Police Department shortly thereafter. He said this crisis started in 1996. There was a warning put on originally by the FDA to remain on there for five years. It wasn't

modified until early 2001. They still kept prescribing opioids everywhere. Purdue hired McKinsey and Company in 2011 to come in with the mission of how do we increase sales of OxyContin and usage of OxyContin. That's why McKinsey had to pay a fine a couple of years ago, of over \$400 million for doing that work for Purdue Pharma. What they did was accelerate. They did their job. They accelerated and expanded the use of OxyContin or oxycodone as it's known. At that time, we had these pill mills, in Florida and elsewhere, where people were coming down and getting these large prescriptions of oxycodone. It was in 2016 in the Obama administration, when the DEA and the Department of Justice cracked down on opioid availability, pill mills, doctors were over prescribing opioids, all that stuff. Suddenly, people couldn't get their meds. They've done lots of research on genetic damage that opioids can cause people just in a short term even in a couple of weeks of taking it. There's a gene in your nervous system. It's a receptor that opioids permanently damage. So that is really the addiction for most people. It's not really psychological. They may have other drug problems. They may have other issues that they require treatment for, but they need medication for it to be able to suppress the system to go into what we call autonomic dysfunction which is basically a meltdown. It's a very painful withdrawal, vomiting, diarrhea, cramps, all this stuff, fever, chills, everything. The only safe medication that's available out there now is a drug called buprenorphine. There's been all sorts of study and usage on this drug called buprenorphine, more commonly known as Suboxone. Suboxone has a combination. It's actually preferred by the DEA, as it's a combination buprenorphine Naloxone combination. Narcan is naloxone. It puts a ceiling on the amount people can take. It's not hallucinogenic. It's not addictive. All it does is allow the people to lead normal functioning lives. Think of these people, as somebody, in a matter of a couple of weeks, gave them type two diabetes. They are permanently damaged. Those people rely on insulin for the rest of their lives. This is the same kind of phenomena. These people are permanently damaged. The only safe alternative is using buprenorphine. In 2016, after the Obama administration clamped down on the availability of opioids, that is when the Chinese with fentanyl, and the Mexican drug cartels saw an instant market in the United States to spread out. Now the Mexican cartels are everywhere. He noted that Laura would talk about the lack of treatment in many counties in South Carolina. There are 10 that have provided no opioid treatment at all. And 11 have. Aiken has a very, very low level of treatment. What happens is the fentanyl is everywhere. It's in Barnwell. It's in Sally and in Wagener, in Aiken everywhere, but treatment may not be available. The only way to beat this crisis is to get more people safely on buprenorphine. He said he will talk about what we're trying to do to address that.

We had a meeting a few weeks ago with Coroner Ables. I heard his speech at the Rotary Club last October. At the time he said he thought that this year, they will probably hit 100 opioid fentanyl, opioid overdose deaths in Aiken County. I asked him how many. He said more. We're still waiting for the toxicology reports to come in, but it's going to go up. The last count that we had in this country, there were 110,000, opioid fentanyl related deaths. Overall, South Carolina ranks second behind West Virginia, per capita overdose deaths. I mentioned to the coroner at that meeting that I thought that based on government statistics, using guidelines from the CDC, in the National Institute of Health, that there are probably 5,000 to 6000 people, in Aiken county who are opioid dependent. It's out there; it's everywhere. That's what's creating a lot of the other problems that you have in the city. Mr. Brown said he wanted to commend the Mayor and the City Manager, because in that meeting we had, that was really the starting point that Mayor Milner latched on to. She said at the time, let's start at the point of the number of deaths that we have. The coroner said they are rising, and how do we start at that point, and come up with a program that reduces deaths in Aiken in Aiken County. That's kind of the approach that we're

taking here and Laura's going to talk about that in more detail. He said he was going to talk specifically about the mail order suboxone pharmacy effort that he was setting up. He said you can't buy suboxone mail order in South Carolina. It has to come from a pharmacy and more and more pharmacies are getting out of this. He asked if there were any questions so far?

Councilwoman Price stated she had a question. She did not quite understand the flow. You have an opioid user. You mentioned the genes and the damage to the genes, the vomiting and diarrhea and so forth. She asked if the buprenorphine is supposed to calm everything down while they continue to use opioid.

Ned Brown stated once you're addicted to opioids, there are really only four options. Somebody is not taking opioids anymore. Actually it is three options if you're not taking opioids. Fentanyl laced drugs. That's what most people are doing off the street because it's the cheapest and most available. Methadone, which is a hallucinogenic, and has to be done in an in office face to face setting. Then buprenorphine, which suppresses that gene, so you can function normally. It suppresses the desire to use opioid. It stops the very severe withdrawal that can happen.

Ned Brown said Suboxone is out there. It's very widespread around the country. It's the number one medication. As a matter of fact, the White House and the Center for Disease Control and the National Institutes of Health all say that buprenorphine or Suboxone is the gold standard for opioid treatment. That's not my words. That's their words. They say that, if you get people on Suboxone, or some form of buprenorphine, it will reduce the number of opioid fentanyl related fatality overdose fatalities by at least 40%. The goal is the more people, you get into treatment, the more people you get on the meds, then the more lives you're going to save. That was what Mayor Milner and the City Manager wanted to do.

Laura Bagwell said It is a pleasure to be here and a pleasure to be the only people talking to you. We appreciate your hearing from us tonight. There's been a little bit of change in approach in the way we thought we would address this issue tonight and share information with you. But we've put together just 15 short slides in this slide deck. Council all have a copy of this. And I'm going to speak from that. Also in front of Council is a short white paper on the mail order suboxone pharmacy that Mr. Brown intends to establish, hopefully with its headquarters in Aiken. As Ned Brown mentioned, this crisis is not new. It's been around for a few years. Regrettably, over the course of the last few years, this country has seen the deaths of more than 100,000 Americans from drug overdoses. That number is probably now more than 150,000 to 160,000 people. That's pandemic level numbers. It is important to note that people of all stripes, employed people, unemployed people, Democrats, Republicans, independents, people of all races, religions are affected by this crisis. People of all socio economic statuses are vulnerable to opioid addiction. People who live everywhere are vulnerable, but people who live in rural areas are especially vulnerable because there's often a cohort of unemployment that goes along with this and we see that a lot in rural areas. Then there's fewer treatment options in rural areas. That is a particular concern in Aiken. We are growing but we're not going to outgrow this problem. In Aiken County, we have the data from Coroner Ables. He spoke to the Rotary Club in October about this, and he mentioned that fentanyl, which is the tranquilizer that illegal cartels use to cut their street drugs with so they go further and they're more deadly. He mentioned that fentanyl has really taken a hold in Aiken County. He mentioned in October, that from January 1 through only September the 13th that there had been 75 deaths in Aiken County. Were they all opioid related or might some of them been something else. He could say with certainty, that 79% of those 75

people, so about 60 of those people tested positive for fentanyl. That's pretty compelling. Ned talked a little bit about the chronology and how this crisis happened in 2016. There was bipartisan legislation passed to shut down pill mills to push back and start taking away the licenses of providers who were deemed to be over prescribing. It is easy to look at a small town and pick a state, West Virginia, Arkansas, South Carolina and you see, the number of prescriptions written for OxyContin is way out of line with the population. This legislation helped to shut that down. Perhaps unintended, but maybe not unanticipated consequence of that, though, is that cartels from Mexico and China realize this as an opportunity immediately. And illegal drugs cut with fentanyl began flowing even more at a greater rate into this country. By the time July of 2021, rolled around, we solved the opioid settlement with the distributors, the drug makers and the major drug distributors. That was a \$26 billion settlement. There are going to be additional settlements and even more pending. She was not sure about the status of the Purdue pharma settlement. I think the Supreme Court is addressing that right now. What that means is there's going to be more than \$50 billion allocated to state and local governments over a period of 18 years. Two of those years have already passed so we're now looking at the next 16 years that we're going to be getting \$50 billion. The money started flowing in 2022. What is really important is that these monies are available in, as close as you can imagine, being real time. There is a very short timeline between filing your application, and if it's deemed responsive to the problem, getting the money. South Carolina's share of the settlement is about \$363 million. The legislature created the opioid Recovery Act to implement the terms of the settlement--the opioid Recovery Fund, to hold the money and the Opioid Recovery Fund Board to oversee how that money gets distributed and spent. The table just shows we've had two payouts so far in 2022, and 2023, totaling \$90. million and change. She noted the schedule and the amounts that are anticipated for the next 16 years.

What is the SCORF Board? How are they managing this money? They've divided this money into two categories. The Guaranteed Political Subdivision SubFund accounts for about 85% of the money. And a Discretionary SubFund is the other 15%. The GPS fund, as you can imagine, is towns, states, municipal governments. She showed the breakdown of the distribution as of 2023. You see Aiken County, got \$1.5 million. Aiken city has about \$500,000.

Laura Bagwell said, it's important to note that the Discretionary SubFund accounts for only 15% of the funding so far, and this subfund is available to a wide array of participants, including local governments. Just because you got money, as part of the Guaranteed Political Subdivision doesn't mean you can't also apply for money through the Discretionary Fund. Nonprofits, educational providers, all of these responders have a place in the Discretionary SubFund. She noted the dates for the GPS SubFund to receive and act on applications four times a year. The Discretionary SubFund applications are annually, and you can apply for continuation. These are less frequent, and there's less money to be given out. The GPS money is more money, and they act on applications four times a year. Here's a look at the Discretionary SubFund grantees that have been awarded money in 2023. She noted that she had looked up a good many of them. Some of them are educational providers, Clemson University, University of South Carolina, and others are medical providers. Then some are nonprofits. Fyrebird Recovery is a nonprofit based in Horry County. She was not sure if there are organizations that are not nonprofits on this list. She said she couldn't identify if they were there. The monies have to be allocated for approved strategies and what are called core strategies get priority. She did not go through all of these, but suffice to say that the Legislation and the SCORF Board gives priority to core abatement strategies--strategies that they think are going to have the best chance of doing something about

this problem. Within those core abatement strategies, they are further broken down into three categories of Approved Use, Treatment Programs, Prevention Programs, and other. Treatment is fairly obvious. You're either going in for treatment with a physician at a medical facility, perhaps you are receiving telehealth so that you can see your provider face to face or so that after you see your provider face to face, you can then go in and do your homework on a regular schedule, check in and read the materials, check in and say how you're doing, check in with materials that are already available and that you can access on your schedule, privately when it's convenient for you. Other responders other strategies, I think I wanted to just make a note of this because this is a very broad umbrella. What could other strategies mean? Well, when we get further on into this presentation, we'll look at a Venn diagram, we'll talk about where other strategies can be employed. She said she wanted to see what other entities, counties, cities, and organizations are doing in South Carolina. She wanted to see some of the people that have received this funding already. How they got it and what are they doing with it? In Darlington County, they have a committee. They've received funds and they've established a committee and figuring out what to do with the money and how they're going to get some more money, how they're going to get their next round of funding. In Kershaw at the jail for inmates who were leaving the jail, there is a Naloxone Narcan vending machine, so that people who are leaving the jail can go home with a rescue in an inhaler or a spray that goes in the nose. That's great. If there's somebody there to put it in your nose when you overdose. You don't do that yourself. What that does, if there's somebody there to treat you with the Narcan, is you get to live another day. Or, maybe more to the point, it means you get to die another day. If they're not getting treatment for their addiction, the Narcan just gets you another day, another high, and another day to die. Fyrebird is a nonprofit entity in Horry County. They do all sorts of outreach. I think they hook up people with treatment providers. I think they do needle exchanges, and other things that are maybe not necessarily focused just on opioids.

In Anderson County, they got \$418,000 total. Part of that is to treat inmates at their detention centers. Part of that is to offer scholarships to inmates after they have left the prison. The coroner's office, got \$45,000 to do a drug education initiative. We've been very fortunate to meet with Coroner Ables a few times, and he's been very generous in sharing information with us. Then there's an educational outreach of play safe to connect with students to stress to students on the playground. Young kids on the playground need to know too--don't touch anything that looks like this. Don't pick it up. If it looks like that. If you see one of your friends with something or if they're acting this way. It's terrifying to think about having to have those conversations with young children, but I guess no age is too young. In trying to think about how this crisis is manifesting itself, in Aiken, I can't do anything without a drawing, and I have to put things in bins to keep them straight. She showed a slide that she said was her incomplete and amateurish way of thinking about this. In Aiken the things that she sees when driving or walking around town are people who are homeless, people who clearly have no job, perhaps because they're homeless, or maybe they're homeless because they don't have a job. A lot of these people show real food insecurities. The Salvation Army and the soup kitchens carry a heavy load here. It is obvious that these problems are interwoven with the addiction problem and that this becomes a cycle. Where these three phenomena overlap is where the real detrimental results start to happen. If it's not bad enough that we have people that are addicted, unemployed, have no food and have no homes, how does that manifest itself. It manifests itself in public nuisances? She said she increasingly sees people who are obviously homeless, living in the woods, living in the trees, living behind buildings. Unabated this results in crimes, petty crimes and more serious crimes. It results in death. It results in death from the addiction itself and the fentanyl cut drugs. And it

results in deaths from crime, shootings, carjackings, you name it. She pointed out that was her attempt at putting those things in a few bins. Then the next question becomes what can we do about it? How can we respond? She noted that it is not easy to talk about any one of these things. It is sort of like getting a handle, there are lots of places where we can get a handle and have some effect. In the arena of addiction, Ned talked about the gold standard being buprenorphine, Suboxone. You don't go to CVS or Kroger and buy that over the counter, it requires a prescription. So that whole process is called medically assisted treatment. And it is the best way of treating opioid addiction.

Ned Brown said in order in order to qualify for Suboxone, you have to be ongoing in a medicine assisted treatment program. That could be like with telehealth, for instance. That could be once a week for 20 minutes, something like that, that you're in it and they check the box that you are doing it. That only qualifies you to get a one-month script of buprenorphine. Around the country 42% of the people receiving medicine assisted treatment are on Medicaid for both the treatment and the buprenorphine or Suboxone. South Carolina has low reimbursement rates, but there's very low reimbursement rates for Medicaid as you probably know, but it is doable. A lot of these in person. counseling organizations are going to SCORF to get additional funds to make up for that gap in Medicaid so they can treat people. Telehealth brings down the cost of treatment for people. It can then be covered by Medicaid even with the state guidelines that reimburses about \$28 for a 20-minute session, but at least that qualifies the individual to get their buprenorphine script.

Gail Diggs said there are so many people that do not have Medicaid, because South Carolina is one of the states that did not expand Medicaid. So what do we do about them? Are they automatically eligible for the treatment or not?

Ned Brown responded that has to come out of the SCORF funds. That is really the only alternative right now. Either right now it is private paying insurance, or self-pay. A lot of people can't get Medicaid in South Carolina, and they can't afford it. Their only alternative to survive is going to buy the fentanyl laced drugs from the guy off the street. That's their only alternative.

Laura Bagwell said that's an excellent question. One of the ways to prevent people from going and buying street drugs that have been cut with fentanyl that will kill them, is for clever and creative organizations, state governments, city governments, nonprofits, existing organizations or brand new organizations to go to the SCORF Board with a reasonable proposal that recognizes that particular problem. There are going to be options for people who are insured who have Medicare, but let's fill the gap for people who don't have that option. She said she mentioned that because I think that's a great question and recognizes a huge cohort of people who are currently scraping together enough money to go and buy from some nefarious person. All it takes is a well-reasoned and insightful proposal to the SCORF Board demonstrating that you have thought about this and that you have a plan to implement with rigor, you know, these processes and put in place. If it fails, it fails, but that's still an important experience. It's an important attempt, and it's an important data point for the SCORF Board.

Ned Brown said from his experience working in Washington, in the Inflation Reduction Act that passed a couple of years ago, they appropriated \$4.6 billion to address the opioid crisis. He said he follows this pretty closely, because it's administered through the White House, Drug Policy

Office and HHS. He noted there are lots of funds available for rural areas of which Aiken falls into. He said out of that \$4.6 billion that they appropriated a couple of years ago, if they've allocated \$300 million that's a lot. There's a huge pile of federal money that's sitting there waiting for good plans to come in. He said he knows Joe Wilson very well and his chief of staff, and both Senators very well. If they send a letter over saying we think this will work in Aiken, we want to pilot in Aiken and expand it and take it around the rest of the state, he felt you would get these monies.

Stuart Bedenbaugh asked if Mr. Brown and his colleague Mr. Simpson would work with us and help us with their time and their connections.

Ned Brown stated he would be happy to donate his time and connections up in Washington. He said he had worked on this for 10 years. He has looked around. South Carolina has been his home for 25 years now. He said he sees this problem all over, not only in this part of the state but in the northwest part also in the Pickens and Oconee County area. Yes, I'd be happy to give my time on putting these grant requests together as you develop your plan here.

Laura Bagwell said returning to the three bins, this would be the main ways, not the only ways, to address addiction. You have to get folks in medication assisted treatment. That can be telehealth or it can be face to face. There's a lot of options there. She said she mentioned telehealth because she felt that is an important aspect of treating people where they are and letting them be treated on their time in the privacy of their home, car, whatever, and a schedule that suits them. It's also extremely cost efficient. She said she mentioned an online pharmacy because not only is Ned going to talk more about the online pharmacy, but what we are seeing is that there's really a critical shortage of pharmacies that will dispense suboxone in South Carolina. It's the gold standard for opioid treatment. Those are the words from the White House office on drug policy. But in itself it is a controlled substance. Pharmacists don't want to deal with it, because they have a great big workload. There's fewer of them. There's way too few pharmacists. We don't have enough pharmacy techs. All of those things. It is a controlled substance. There's paperwork and reporting requirements, and they just don't want to do it. On the one hand, it's the best treatment option, and on the other hand, pharmacies are getting out of the business of dispensing buprenorphine Suboxone. An online pharmacy that would serve the entire state of South Carolina as a first step could be an important part of addressing that crisis and filling that gap. When it comes to the real clearly related issue of homelessness, this is not a one to one relationship. She said she does not mean to imply that everyone who is housing insecure or homeless is that way because of drugs, but there clearly is a relationship there. Every time I hear Rebecca, Becky Phillips, speak to this body, it hurts my heart, because I don't know what to do. We do have in Aiken County, George Claire's the Aiken County Homeless Coalition, I think this would be an opportunity for them to get involved. Other existing service providers like the Salvation Army and shelters are obviously going to continue to be a part of solving this aspect of the problem. As mentioned before our church kitchens and food pantries and food banks are carrying a heavy load. Thank goodness for them. I don't know what to do about the unemployment, but I think if you begin to address these other things, this also begins to turn around. When people have a place to live, are in treatment, then they can get a job, they have an address, they can get a job.

What specifically can the city do? She said the first thing she wanted to do is acknowledge again, the interest and the support of Mayor Milner and City Manager Bedenbaugh for talking

with us. We've been talking with each other and sending emails back and forth and having meetings since about the 11th of March. We met on the 27th and Major Mills, of the Public Safety Department came. Coroner Ables came and shared astonishing data with them. She pointed out that suboxone has a 40% proven rate of successfully treating opioid addiction and saving the lives of opioid individuals. In 2023, we probably lost 100 people to opioid and fentanyl overdoses. That would be 40 people who would not have died from opioid abuse in 2023 if those treatments had been available to them.

Ms. Bagwell pointed out a summary of what they have been doing. They have been talking a lot about telehealth, about online pharmacies, about the critical shortage of pharmacies and pharmacists in this state. She said she mentioned that just as a backdrop because she wanted to let Mr. Brown talk in detail about a possible path forward to establish an online pharmacy serving the state of South Carolina and having it be headquartered here in Aiken, the number of jobs that would create right away, and potentially additional jobs further down the pipeline, and when that pharmacy would begin to pay a return on investment. I think it's important to note that the most important return on investment is connecting people with the prescriptions with the meds. When you can get the meds into the hands of people at low cost, then you can start saving lives. As Mayor Milner mentioned, how can we start to turn the curve, bend the curve on how many people are dying in Aiken County. That's one handle on this.

Ned Brown pointed out that he gave Council a copy of some notes that he had put together about the online pharmacy. It's called suboxone delivered.com. I just want to hit a couple of highlights for you. Laura talked about the suboxone availability issue. He noted a study done a few years ago in 11 states and that nearly 50% of pharmacies refuse to carry buprenorphine Naloxone products. Counties like Horry, Marion, Barnwell, Oconee, and Pickens, don't have prescribers up there; they don't carry buprenorphine. Why are these pharmacies getting out of carrying buprenorphine or suboxone products? He noted it is because it has become a huge paperwork compliance product, and they just don't have the manpower working in the pharmacies. You will see a number that I posted. Last year alone, there was a total of all pharmacy schools in the country, 13,000 pharmacist graduates around the country. As of November of this past year, there were 66,000, open pharmacist positions, and pharmacist tech positions that were available out there. What's happening with the major pharmacies, is the irony here, they want to protect their relationship with the doctors prescribing other controlled substances like post-surgery, like oxycodone because that's a bread and butter business for the pharmacy that they have to stay in. They have to continue to do business with the surgeons that are out there. By the way. I'm going a little aside here, but I think it's important. A lot of people ask me, will this problem continue, or grow if we don't do something different. Just this last year alone, there were 2 million shoulder surgeries, hip replacements and knee replacements in this country. That doesn't even go into major jaw surgery or dental surgery or something like that. He said he was talking with Coroner Ables about this. He said the NIH estimate that somewhere around 20% of those people will become addicted to opioids. That's 400,000 new people next year who are going to become addicted to opioids, and they're going to require treatment. The pharmacies, are getting out of the business of supplying Suboxone. Basically what we're creating is a pharmacy that's totally driven by DEA and SCLLR Regulations. He said he has on retainer, ex DEA senior lawyers. He said he knew the DEA administer quite well, when she was the attorney general of New Jersey. They have their rules for compliance. We are totally compliance driven. We will have a compliance officer within the pharmacy. There are 26 Different DEA district offices around the country. South Carolina reports to Columbia which reports to the Atlanta Regional Office. With

our legal counsel, we have to comply with their regulations. We have to play by their rules. The mail order pharmacy gives us greater control. We're only dealing with one product, which is a buprenorphine Naloxone suboxone product. That's the preferred product of the DEA. Back in January, he sat down with Dr. Stephen Cutler, the Dean of the School of Pharmacy at the University of South Carolina, and went through each one of these points. He concurs with each of these points that I'm talking about on the need for a mail order pharmacy and in the state.

Councilwoman Price asked if we have data on the number of people who have become addicted based on prescribed medication. Mr. Brown responded 75%. He said the National Institute of Health and the CDC, estimate 6 to 7 million people nationally, are addicted to opioids. In looking at the numbers we kind of extrapolate things to 2% every year will die from an opioid fentanyl overdose unless they get into treatment. As Coroner Ables pointed out, they are skewing older baby boomers, for instance, because they go in for more surgeries and stuff like that so they get addicted. He noted that even though it has been said that the opioid crisis is primarily in rural areas, he pointed out that 92% of people in South Carolina with opioid problems are white. However, the crisis disproportionately impacts on severity, the African American community because it can induce a heart attack. The problem of heart disease in the African American community, is higher than it is in the white community. We don't want people to start to go into withdrawal because all these things happen with their heart rhythm and everything that induces a heart attack

Ned Brown stated regarding the pharmacy shortage we don't have any competition. He noted that CVS, Walgreens, Walmart all want to get out of this business of writing Suboxone. They don't want to do it anymore. They want to get out of the treatment medication. He said he wanted to talk briefly about the numbers for the mail order pharmacy. So let me just talk briefly about the numbers up here about the mail order pharmacy that we're looking to hopefully headquarter in Aiken. We could go to another city if we need to that has SCORF funds, but we've received a very receptive welcome from the Mayor and the City Manager. What we would put here in Aiken is basically the back office operation of the business. That's the patient intake when they come in and our compliance, the billing, all that kind of stuff to make sure they're complying. The actual med, the suboxone distribution is probably going to happen closer to the wholesale source, which is probably going to be up in North Carolina some place with one of the three major wholesalers. That's where the pharmacists will be and the pharmacist tech and the shipping person. We probably need six people in the back office operation. He said he happen to be with the manager of the Aiken Standard on Thursday night, and they were talking about this project. He said there may be room at the Aiken Standard building for the office. Mr. Brown said this is not going to cost anything to the Aiken taxpayers. \$250,000 would come out of SCORF funds. He noted that he had committed, because he believes in this and wants to show his appreciation to Aiken. He sent an email today to Mayor Milner and the City Manager regarding what he will do the week they break even at 300 patients, which he thinks will be by September or October. He noted that 300 patients out of 12,000 people in treatment in South Carolina is the break even at \$60,000 a month which covers all of those people. He said he sent an email to the Mayor and the City Manager. He said he will meet every month with the City Manager or his designee on how the monies have been spent and what we're doing each month up through November. That's number one. Number two is the first \$250,000 we make in profit on the business he will designate to return to the City of Aiken for housing, for people who are in opioid treatment and can't afford housing.

Mr. Bedenbaugh noted that this is other money, not the \$484,000 that the city has already received. This is additional monies that South Carolina has received from the various settlements that have taken place.

Mr. Brown noted that even though you know that you have close to \$500,00 in SCORF funds, you have to go the Board and present how you intend to use that money. In this case we would be using \$125,000 between now and September, when you will probably get the next allocation.

Councilwoman Price asked if they had discussed the other support system that will be needed besides the pharmacy.

Mr. Brown stated he would strictly be in the pharmacy business. Other support is something that the City needs to discuss. He said that Laura Bagwell is looking at tackling the opioid crisis point person here that SCORF will fund. He said Ms. Bagwell and Mr. Bedenbaugh have been in conversations with a telehealth content provider. They are looking at some kind of meeting that is coming up in the next two weeks to see what they can do on that. He thinks they are looking at doing something in concert with the University of South Carolina College of Pharmacy in Columbia.

Councilwoman Diggs said she was wondering where the referrals would be. Would they be patient referrals?

Mr. Brown pointed out once we start to do something word will get out on social media. He pointed out from experience on treatment, that people look for fentanyl laced drugs on social media. People looking for treatment will use social media.

Mr. Brown stated in order to do this, if the city wants to do the pharmacy, the online pharmacy base, here, we have to have from the City a statement of intent by the end of April to meet their timeline.

Councilman Girardeau stated he would like to make some comments. He said he has personal experience with this, not for him from the standpoint of being addicted, but a family member. He noted that it had been said that 60% don't get it. He said he was in the 60% with his situation. Going back about 10 years ago, he was in hell for five years trying to get through it all. He said he had tried to erase all of this memory. Discussion of this is bringing some of it back. He noted that suboxone was one drug. Methadone is an awful drug. Suboxone didn't work for us, it helps, but in the ultimate end it was treatment of being put in a place where people go cold turkey, and they sit with you and get you through it to the other end. Then it's not 100% either. It takes months to get through all of that. People get through that, and they come back out and they can't get through the whole thing. There's no one size fits all, but at least suboxone can give some people a break.

Mr. Brown said the biggest market for illegal Suboxone is in our prison system. People get sent into the prison system, and have to go cold turkey right there. Either they're getting fentanyl laced drugs in the prison system, or they're getting bootlegged Buprenorphine or suboxone and they're paying a premium.

Councilman Girardeau stated it indeed is a problem in Aiken which Chief and I have discussed before. It's prevalent, it's out there. People are just kidding themselves if they think it's just homeless camps or whatever. He noted that the Venn diagram, the yellow part is too small. Gallup is a whole lot bigger than that. A lot of people don't know about it, and they find out when it's too late.

Ned Brown stated the Gallup just released a study last week that 1 in 40 people in this country, not families, 1 in 40 people has someone in their family that's impacted by opioids. He said we're not here to have all the answers, but he appreciated the opportunity to come here and have an honest discussion about the problem. He said he appreciates Council taking the time to discuss it. He said he knows Council is motivated to do something about it, because Coroner Ables doesn't want to see the end result coming over to his place. He thanked Council for their time.

Laura Bagwell said she would like to get together offline so she can have a better understanding of the additional support services that Councilwoman Price mentioned in addition to treatment, housing, support and all of those things. She noted that the Venn diagram is by no means complete. If we can identify and help her understand what additional support services are required, and where we can create mechanisms to make those happen, we can plug them into the problem.

Councilwoman Price stated she would like to give Ms. Bagwell examples of folks that have managed to get beyond that and was just recently released from being incarcerated. They're employed. It's been a huge success.

Mayor Milner thanked Mr. Brown and Ms. Bagwell for being here for the work session. There are no other items. The work session is adjourned. The work session ended at 6:42 p.m.

Sara B. Ridout
City Clerk

Aiken City Council Minutes

April 8, 2024

Present: Mayor Milner, Councilmembers Brohl, Diggs, Girardeau, Price, and Woltz.

Absent: Councilmember Gregory

Others Present: Stuart Bedenbaugh, Gary Smith, Mary Tilton, Sara Ridout, Lex Kirkland, Charles Barranco, Marya Moultrie, Kym Rooks, Jessica Campbell, Dani Fox, Sabina Craig, Mike Przybylowicz, Gary Meadows, Matthew Christian of the Aiken Standard, and about 75 citizens.

The meeting was held in the City Council Chambers at 111 Chesterfield Street S. The meeting was streamed live on the City's YouTube channel for the public to view.

CALL TO ORDER

Mayor Milner called the regular meeting of April 8, 2024, to order at 7:00 p.m. Mayor Milner led in prayer. The pledge of allegiance to the flag was led by Public Safety Director Charles Barranco.

GUIDELINES

Mayor Milner reviewed the guidelines for speaking at the Council meeting.

ADDITIONS OR DELETIONS TO AGENDA

Mayor Milner recognized Mayor Pro Tem Girardeau for any additions or deletions to the agenda. Mayor Pro Tem Girardeau stated there were no additions or deletions to the agenda. There being no changes, Mayor Pro Tem Girardeau moved, seconded by Councilwoman Brohl, that the agenda be approved as presented. The motion was unanimously approved.

MINUTES

The minutes of the work session and regular meeting of March 25, 2024, were considered for approval. Councilwoman Diggs moved, seconded by Councilwoman Price, that the minutes of the work session and regular meeting of March 25, 2024 be approved. The motion was unanimously approved.

PRESENTATIONS

Proclamation
Pickleball Day

Mayor Milner stated a proclamation had been prepared designating April 27 as Aiken Pickleball Day.

Councilwoman Price read the proclamation designating April 27 as Pickleball Day.

Mayor Milner and Councilwoman Price presented the proclamation to Denise Hough, of the Pickleball Academy.

Proclamation
Fair Housing Month
April, 2024

Mayor Milner stated the next recognition was a proclamation designating April as Fair Housing Month.

Councilman Girardeau read the proclamation.

Mayor Milner and Councilman Girardeau presented the proclamation to Sabina Craig, Director of Neighborhood Services for the City of Aiken, and Tabatha Amodio, of the Aiken Association of Realtors.

NON-AGENDA ITEMS

Mayor Milner asked for non-agenda items from the public with the total time limited to 30 minutes with 3 minutes for each speaker.

Pat Dickerson, Summer Lake Subdivision, stated he would like to talk about the proposed plant. He said his wife calls it a slaughter house. He said he was born and raised in Atlanta, Georgia, in the suburbs in the shadow of the planes landing on the east-west runway at the airport. He said he joined the Navy to get out of chemistry in high school. He was sent to boot camp and he was stationed on a ship out of Charleston. He did a lot of hitch hiking between Charleston and Atlanta to visit home. Later he was doing consulting work for the Georgia Quick Start Organization which is an economic development arm of the state. During some training in Augusta he met his future wife. Later they were looking for their forever home. He said he did not know much about odors, chemicals or chickens, but he knows they smell. He said as a consultant for the state of Georgia he was in a lot of plants, and they did not smell good. He said as we go forward and think about things, we have to look at the fact that folks in the stage of life that he is in, are looking for a forever home and he built one. He was opposed to the chicken plant being in an area near his home.

Councilman Girardeau stated before the next person speaks he would like to make some comments. He said he was sure that a lot of the people present were there to speak to the chicken processing plant. He said that is fine, but he felt it was important to understand that the item is not on the Council Agenda. It is not planned to be on the agenda any time in the future unless the County puts this into motion which he thought was not going to happen. He noted that the citizens may need to go to the County if they are concerned about the plant happening. He said at this time the City is not considering the plant. He said Council gets criticized for not saying anything. We are not agreeing with you or disagreeing with you. We are not addressing this matter at this time. He said citizens are welcome to come and speak, but as far as City Council is concerned they are not considering this now or in the future. He said he wanted to clarify the matter for those present.

Carson Sublett, East Frontage Road, near where the proposed plant would be located. He said he would be addressing the County as well. He said his perspective is an experienced one from his years of leading a manufacturing organization domestically and internationally. He said he had been a part of this community for many years. As he moved up in his career he had the opportunity to conduct merger and acquisition reviews. As far as those reviews he felt it was always important to not only look at the facilities, the ones they wanted to show us, but others as well. He said he had had individuals come and see his site, and they would not see a hair out of place. That's the way those things run. He said he would look beyond that. He said he saw the comments in the paper from the representative of our area talk about the plant in glowing terms of the facility they went to see. No odor. It did not click with him from his experience with the House of Raeford, but that was back in the 1980s when he lived near where Raeford was located. That was not the case. He said he began investigating because he knew there was no way they could be equated to a Pepperidge Farm bakery. He said he drove by that bakery for 20 years. That smelled great. He said he began investigating this company that he had known about for 40 years. He said he was shocked at the things he started seeing. There were violations after violations. There was an issue with continued fires that they have had. The issues were just across the line in Lexington County or in West Columbia where they had to put in an odor ordinance to protect their environment because of this plant. He said he started thinking would he trust the leadership and the decisions they would make in the board room, not just today when they are trying to get the deal, but in five years would he trust them. He said he pulled 37 violations which was a tip of the iceberg with the violations because most are negotiated away before they get to the fine days. It shows to him that their decision is that they would rather have the violation and pay the fine than to do the right thing. That is a conflict of not only compliance, but ethical decision making. The same leaders that have been leading this company for decades is still leading, and he does not see those decisions being made differently in our community. He said he felt we need better in our community than this company, led by this team, that would rather pay a fine than do it right.

Lenore Lewis said she lives in the City of Aiken and has read all about the House of Raeford along with the city's hopeful projections. The process of hundreds of jobs and tax benefits is certainly enticing, however, as a citizen who loves Aiken, the long term negatives of this project far outweigh the advantages of this company no matter how dazzling the prospects may seem. The plant in North Carolina was a bright shiny prospect of taxes and employment when the

plant was built in 2019. To date, the environment and sewerage violations are nearing the hundreds and the fines are nearing the hundreds of thousands of dollars. Those fines accrue not to the poultry processing plant, but to the City and the taxpayers. The article in the State newspaper dated April 3 highlighted the potential closure of the West Columbia plant. City Council and the Chamber of Commerce members were willing to forego the water and sewer taxes, calling the closure of the West Columbia plant, Christmas in April. They lose the truck traffic, noxious odors that annoy local residents, and discouraged businesses from locating nearby. They are excited that development can finally proceed in the area. Granting lower water and sewer rates from high use high fluting plants with negative environmental impacts to the surrounding area is the opposite of all the work that is being done to attract business and a positive workforce to Aiken County. OSHA has stated that long term health outcomes for poultry workers are worse than coal miners. When it comes to creating jobs, surely Aiken can do better than that. She said she was counting on Council to make the right decision to create jobs for our local citizens that will uplift them and their families. Aiken has a great future ahead, but she does not believe that includes this slaughter house that uses massive amounts of water that could tax our resources and unanticipated rates, overtax our sewerage treatment plant with ammonia and ethanol and leave taxpayers with the bill. Please don't put a stranglehold on future development that could lift up all our citizens. Let Aiken grow together.

Peggie Elgin, 161 Winged Elm Circle, stated most people attending the meeting are here to offer their opinions about the proposed poultry business. She said her comments have to do with an item not on the agenda, but she hoped someday it will be. It has to do with pedestrian safety throughout the city, but more specifically with areas adjacent to Whiskey Road from East Gate Road to Pine Log Road. She noted she drives that section of the road almost every day. Frequently she encounters pedestrians walking along the side of the road on the right side. They are not walking on a path or a walkway of any sort. They are actually walking on the white line that separates the driving area from the shoulder of the road. Sometimes the pedestrians are trying to carry packages from one of the stores located along the road on either side of Whiskey Road. Sometimes they are pulling a suitcase on rollers behind them. Sometimes they are pushing a shopping cart with items they have likely purchased from stores in the city. It is clear that not everybody can afford cars to get around or call a taxi. She said she had observed no way for them to walk along this part of the road with safety. There are some sidewalks where they could walk, but getting across the road is the other problem. There are also areas where the only space available is the white stripe. It is 6 inches of land or maybe some weeds on the road and then a drainage ditch that is quite deep. As these people try to make their way home with groceries or drugstore items, etc. there is little opportunity for them to do it safely. There are no pedestrian crosswalks even in the areas where there is a complete intersection for cars. She said she sees many pedestrians, young and old, darting through the traffic at some of these intersections. Sometimes they do it in the middle of the road. She pointed out she knows this is not an easy situation to deal with, but she did hope the problem will at least get a grant during the comprehensive plan process that should be starting again sometime in the near future. She noted that the people most affected are not likely to show up at a meeting like this and make their own case. She thanked Council for giving her the opportunity to come before Council and speak.

Mr. Bedenbaugh stated this is something that we have had conversations with Senator Young about looking at this as well. It is a situation where the road is a state road. There is a donut hole through there so trying to get a solution will have to be a joint effort. The issue with the stormwater ditches is also something that continues to be looked at and needs to be addressed. He said having citizen input like Ms. Elgin and continued citizen input is going to be critical.

Jacob Ellis, 3 Short Court, stated he would like a status update for the Hotel Aiken and former Pascalis block.

Mr. Bedenbaugh stated we have had a contract offered by the firm Colliers, and we have gone back and forth. We should have the contract for Council approval at the next meeting.

Marilyn Pfister she appreciated Council's attention and time and she was not going to bore them by going through all the comments that they have already heard. She said she came tonight to make sure that Council has continued awareness that there is a pushback against the House of Raeford chicken processing plant so she will not go through all the details. One thing that did occur to her that she thinks deserves consideration and that is Aiken is not desperate for industry. Aiken is a great place, and I would think businesses would be thrilled to come here. This offer seems to her to be very one sided. She felt that Aiken City and Aiken County deserve more from the businesses that are wanting to come here. She noted she knows that Council will not be voting on this. She hopes that it does not go past the County. She said she plans to be there, and she will bore them with all the details. She thanked Council for their time.

Teresa Callahan, Eyes on Aiken, stated she was here to talk about the intersection of Hampton Avenue and Laurens Street and the traffic light there where everybody gets confused and does not know when to go. She noted that the issue had been discussed before, but she does not know if we got an answer on what was going to take place. We talked about a roundabout. She asked if something could be done temporarily like putting some arrows for the time being and do the same thing for pedestrians.

Mr. Bedenbaugh stated that is a good point. We can talk to DOT about that. As it relates to the roundabout, that is being designed. Having that design will help us try to pursue and get some funding for a potential roundabout at that intersection. We know it is problematic. We are using some of our CBDG funds. We want to get a good engineer drawing and design. He said he will see the engineer that is doing the work on Wednesday, and he will get a status. He knows they have been working on it at least six weeks. Ms. Callahan asked if the City could put some arrows now. Mr. Bedenbaugh stated that is something that we would have to talk to SCDOT about. That is a state road so we would have to go through them for that.

BOARDS AND COMMISSIONS

Appointments

Bonita Peele

Senior Commission

Angela Key

Accommodations Tax Committee

Georgianna Conger
Equine Committee

Mayor Milner stated Council needed to consider appointments to various city boards, commissions, and committees.

Mr. Bedenbaugh stated City Council has 28 pending appointments to fill vacancies on different City boards, commissions and committees. Three appointments are presented for Council's consideration and vote.

Councilwoman Price has recommended the reappointment of Bonita Peele to the Senior Commission and Angela Key to the Accommodations Tax Committee.

Councilman Girardeau has recommended the appointment of Georgianna Conger to the Equine Committee to replace Courtney Conger.

For City Council consideration and public comment is the reappointment of Bonita Peele to the Senior Commission, Angela Key to the Accommodations Tax Committee, and the appointment of Georgianna Conger to the Equine Committee.

Councilwoman Price moved, seconded by Councilwoman Diggs, that Council reappoint Bonita Peele to the Senior Commission, Angela Key to the Accommodations Tax Committee, and the appointment of Georgianna Conger to the Equine Committee.

Mayor Milner asked for comments from the audience and Council.

Mayor Milner called for a vote on the motion by Councilwoman Price, seconded by Councilwoman Diggs, that Council reappoint Bonita Peele to the Senior Commission, Angela Key to the Accommodations Tax Committee, and the appointment of Georgianna Conger to the Equine Committee. The motion was unanimously approved.

Mayor Milner asked for nominations for consideration at the next Council meeting.

Mayor Milner recommended the appointment of Graham Hall for the Recreation Commission, Gary Senn for Energy and Environmental Committee, Caleb Connor for the Planning Commission, and L J. McGhee for Community Development.

Councilman Woltz recommended the reappointment of Susan Trotter to the Equine Committee.

Mayor Milner stated the nominations would be considered at the April 22, 2024, Council meeting.

ANNEXATION – ORDINANCE 04082024

Concept Plan
Columbia Highway North

May Royal Drive
Osbon Drive
Midland Valley Development, LLC
72 Acres
TPN 120-08-02-008
TPN 120-08-02-010
TPN 120-12-03-002

Mayor Milner stated this was the time advertised for second reading and public hearing on an ordinance to annex 72 acres located on Columbia Highway N, May Royal Drive, and Osbon Drive, zone the property Planned Residential (PR) and approve a concept plan.

Mr. Bedenbaugh read the title of the ordinance.

AN ORDINANCE TO ANNEX TO THE CORPORATE LIMITS OF THE CITY OF AIKEN CERTAIN PROPERTY LOCATED ON COLUMBIA HIGHWAY NORTH, MAY ROYAL DRIVE AND OSBON DRIVE NE AND TO ZONE THE SAME PLANNED RESIDENTIAL (PR) AND APROVE THE PROPOSED CONCEPT PLAN.

Mr. Bedenbaugh stated Midland Valley Development, LLC, applicant, is requesting annexation and concept plan approval for a proposed development on 72.23 acres to be zoned Planned Residential (PR). The applicant is proposing to build a 250-lot subdivision with one- and two-story houses. An existing house (TPN 120-08-02-009) would remain as an island within the development boundaries with its continued driveway access to May Royal Drive.

At the February 26, 2024, Council meeting this proposed subdivision was presented as a request for annexation of 90.45 acres with a 313-lot subdivision with one- and two-story houses, along with two commercial outparcels of 1.50 and 1.20 acres. The proposed subdivision was initially a 333-lot subdivision. After lengthy discussion at the February 26 Council meeting, with adjacent property owners expressing opposition to the subdivision, this item was continued to a later meeting.

After the February 26 meeting, the project was modified, and first reading of the amended concept plan was held on March 25, 2024. An amendment was made to the ordinance to reflect that the acreage would be 72 acres. Therefore, the ordinance needed to be amended to remove one of the conditions that was read into the record on February 26. It was initially condition No. 5 which was “that a concept plan be submitted for approval by City Council for any future commercial development and the entrance to any commercial use be internal to the Planned Residential component”. There is no commercial development piece now. That has been removed. All other conditions recommended by the Planning Commission are the same. Initially the subdivision was a 333 lot subdivision. Then it was reduced ultimately to 250 units with lots of varying sizes. There is a buffer that is 75 +/- feet between the proposed development and adjoining property on Osbon and May Royal. The ponds are now shown as amenity type wet ponds. The single access is now shown at May Royal with one emergency access off of Osbon Drive close to Aldrich Street which will be coordinated with the City Fire Marshal.

Approximately 31% of the acreage which is about 23 acres is open space. The entry level price point will be around \$280,000 to \$290,000.

The applicant is proposing to build a 250-lot subdivision with one- and two-story houses with one- and two-car garages. The Planned Residential (PR) designation requires a detailed review by City Council, which allows greater design control over site layout, architectural materials, buffers, and open space utilization.

Sanitary sewer, water, and road connections will be available to this development. A traffic study has been provided by the applicant. The 250 houses on the 72.23 acres results in a density of 3.46 dwelling units per acre. The Planned Residential zoning allows a maximum density of 12 dwelling units per acre. The open space requirement for the development is 20%. A minimum of half of the open space should be improved for passive or active recreation for the residents. The concept plan denotes that access to the various open space areas will be provided with a trail system. Since this is an individually platted residential subdivision, a tree preservation plan will not be required. However, a minimum of 10' is required between any structure and the perimeter of the development. The concept plan denotes sidewalks will be installed on one side of each street within the development. According to the Zoning Ordinance each single-family dwelling unit should have space for two off-street parking spaces. Those with a single-car garage will be required to have an additional parking space located completely within the lot so that at least two spaces are provided for each dwelling unit.

The concept plan shows one access point from May Royal Drive. Although the property adjoins Osbon Drive at four locations, no access point is proposed from Osbon Drive. There is one gate emergency access point on Osbon Drive only for police, fire and EMS vehicles. A SCDOT encroachment permit will be required for the entrance. Based on the estimated traffic generation by the proposed development, a traffic impact study is required and one has been provided. It has been submitted for review by the City's traffic consultant, who has approved the study pending SCDOT approval.

The Planning Commission reviewed this request for annexation, zoning and concept plan approval at their February 13, 2024, meeting. The conditions recommended by the Planning Commission were amended by City Council at the March 25, 2024, meeting to read as follows:

1. There should be a condition that the required recreation area be provided per the Zoning Ordinance.
2. That the required medians be provided per the Land Development Regulations.
3. That additional walkways be provided between the street sidewalks and the open space trails per review and approval of the Planning Director.
4. That SCDOT approve and permit the proposed development entrances, and all required road improvements be installed.
5. That the front setback for corner lots be revised to 20 feet.
6. That, if spacing allows and SCDOT concurs, a right and left turn lane for each egress point be added.

7. That the applicant submits a revised concept plan stating the conditions of approval within 180 days.
8. That the applicant signs an agreement stating the conditions of approval within 180 days.
9. That a transfer of ownership occurs within 180 days.

At the March 25, 2024, meeting there were several questions regarding the development not being in compliance with the Zoning Ordinance. Someone noted that there were some deed restrictions and covenants for the property in question. Through further research it was determined there are no deed restrictions, or covenants or ordinances in force for this property in question. He noted regarding the issue about the Zoning Ordinance that was raised, we had legal and Planning staff review the matter.

Ms. Moultrie, Planning Director, said the final assessment was that it is up to Council. If Council deems it is appropriate, then it is appropriate and that is written into the language in the Zoning Ordinance.

Gary Smith, City Attorney, stated he would add that there was a comment that the Zoning Ordinance requires this type of development to relate appropriately to surrounding development in site and architectural design, dwelling unit density, types of buffers, walls, and fences. That is in Section 4.2. 6.G.2 of the Zoning Ordinance. That ordinance specifically deals with land that is already in the city that is being proposed to be rezoned to Planned Residential. He said it is not applicable to this property since this property is not already in the city.

Councilwoman Brohl noted in the packet where we have the conditions, should we add the condition of the 75-foot buffer and the exit.

Mr. Bedenbaugh stated that would be up to Council. They could add those conditions if they desired—that the buffer be 75 feet around the perimeter and that the matter about the access points.

Gary Smith stated if he understands the question correctly, condition 4 in Section 3 of the ordinance does say that SCDOT must approve and permit the proposed development entrances, and all required road improvements to be installed. The 75-foot buffer is on the revised concept plan.

Ms. Moultrie stated the buffer is on the concept plan. She wanted to clarify that some areas do not have 75 feet as it varies some, but the majority has a 75-foot buffer. She felt it should reflect what is on the concept plan.

Council approved this ordinance on first reading at the March 25, 2024, meeting. For Council consideration is second reading and public hearing on an ordinance to annex 72.23 acres located on Columbia Highway North, May Royal Drive and Osbon Drive, zone the property Planned Residential (PR) and approve the proposed concept plan with the conditions recommended by City Council.

Councilman Girardeau moved, seconded by Councilwoman Diggs, that Council approve on second reading and public hearing an ordinance to annex 72 acres located on Columbia Highway North, May Royal Drive and Osbon Drive, zone the property Planned Residential (PR) and approve the proposed concept plan.

Mayor Milner asked for comments from the audience and Council.

Bridgette Gerstenberg, 1022 Osbon Drive, pointed out that 15 to 20 of her neighbors had spoken in opposition to the proposed development and one person had spoken in favor--the developer. She noted that as she thinks about Council voting, she is assuming that none of Council would want 250 homes behind their house. She asked Council their rationale for voting. She said she did not want 250 homes behind her house. She asked if Council votes how it would affect them if they were in her place. How do you decide to vote?

Councilman Girardeau stated he studied the matter not just tonight, but every day over the last month. He noted that he went to two Planning Commission meetings. This item has been considered at least three times. It got continued on first reading. You go through the process and then come to a conclusion. It does not come to just 250 homes behind your house. He noted that he has 250 homes around his subdivision, probably more than that. You take each item as it comes, based on what you have available. Is it reasonable? Is it fair? Is it safe? Is it sanitary? Are all the things and questions being answered? He noted that are some of the considerations that go into a decision. He noted that this proposed subdivision is a lot different than it was originally.

Mayor Milner stated she felt that if we have more development of homes in the area that maybe we would be getting more amenities and more businesses on the north side. Without a growth in population in the area, businesses feel like they don't have enough support for business.

Councilwoman Brohl said she concurs with what Councilman Girardeau and the Mayor said. She said there are 250 homes around her. She said as Councilman Girardeau said we think about these things a lot before we make a decision. We think about how it would impact the citizens. The proposed development is for a concept plan, and it would be annexed to the city. This is a price pointed area that we need housing. It is always a difficult decision. She said she does believe that the proposed development is a good housing development. She noted that the developer has tried very hard to comply with what he has been asked to do.

Councilwoman Diggs stated she agrees with what other Councilmembers have said. She noted that we do want grocery stores and other businesses on that side of town. We know that eventually if this company does not develop the property, somebody else will. We don't know now what that could be. She pointed out that Mr. Gibson had bent over backwards trying to do it right. She pointed out that Ms. Gerstenberg's property backs up to the woods so she won't see the housing. There will be an 8-foot fence between the development and Osbon Drive and May Royal Drive. There will also be an approximately 75-foot buffer between her property and the proposed development.

Councilwoman Price stated Ms. Gerstenberg's question was a good question posed to Council. She said Council had had a number of meetings with Mr. Gibson and his father. She pointed out that the first proposal of 333 homes was unacceptable. They went back to the drawing board. She noted that she had had several tours of the property and she had walked the property as well. She pointed out that she, Councilwoman Diggs, and Councilman Girardeau have been out there touring the property trying to come to the conclusion as to what would be best. Nothing is perfect and not everybody is going to agree. She pointed out that she had been on Council for 37 years. She said year after year she has heard over and over why can't you bring us a hotel, grocery store, etc. Why can't you bring us more housing? Now that we are faced with additional housing, with several other constructions going up, it looks like there is a withdrawal to some degree. She pointed out that Council is not going to accept anything. She said they are reviewing what is taking place. For the company to move from 333 houses to 250 houses after going back and forth, that is a huge change in terms of what we started with. After reviewing all of that and what can come beyond that is the plans now in terms of the other things that the community is looking for and seeking. There is going to be growth going on at Generations Park. In three to five years, one will be amazed at what you see when you exit off I-20 at Exit 22. She feels that it will be phenomenal in terms of growth and growth that we want.

It was noted that there will be an HOA for the development as somebody has to take care of the green spaces, keeping the pond up, making sure the fountains are spraying water in the air, etc. It was noted that construction of houses would be in phases. It was also noted that other housing developments are being constructed on the north side.

Mr. Chad Gibson, developer, stated they are very excited and hope that we can get past today and move on and forward. He said they have pulled the development back as much as they can to be able to go forward. He noted regarding the 75-foot buffer for the most part is on Osbon Drive. There is some on May Royal as well. There is some on Crosland that is 25 feet. The majority of the buffer is 75 feet and 50 feet. He pointed out that he is working with one resident regarding a wall around his property at the entrance on May Royal. In response to a question as to how long it will take to build out the proposed subdivision, Mr. Gibson said it would probably take four to five years to build out.

George Waddell, 1151 Osbon Drive, stated a lot of things had been over and over. He said he wanted to remind Council that everyone who lives around this development is vehemently opposed to it. He noted that the number of housing had been mentioned several times. He noted that the housing had been cut from 333 to 313, and now to 250. He pointed out, however, the density of the neighborhood has not changed a lot. The lots are still small, and it is not what is going to bring a good look to Aiken. He pointed out coming from the Interstate there is a hardware store. Not far down the road is a mobile home park. Then there is the clay pit, and the golf course that is closed with a building where the roof is falling in.

Kurt Hanna, 134 Marion Street NE, stated he understands the neighbors' concern of a development coming in their back door, and he feels that is a reasonable concern. However, we also have to maintain a perspective that they are right at the edge of the city. The city is growing and it is growing that way. He noted the big thing is that this developer has bent over

backwards. He said he has watched the process, and he had not spoken on this development because he lives downtown. He said he has property not far from there. He said he had never seen a developer to bend over backwards like they have done. Time and time again they have come to the table and made concessions. He said he had lived on a quarter acre and raised four kids. There were six people in his house. When you look at the proposed development as a whole, there is green space. He pointed out that people buy these houses with small lots every day. He said he understands the concerns, but if we turn this developer down, then we may as well turn all of them down. He said the developer has been kind and gracious. He felt the proposed subdivision would be a great thing for the community.

Becky Phillips stated she felt the lots were too small and too many for the area. She felt the developer would be making a lot of money. She noted that she walked around the property on Osbon and on May Royal Drive and 250 houses are too many houses for the property. She pointed out there is some beautiful properties close to Wire Road where one could have an acre lot.

Zipper Robbins, 325 Bissell Road, said governing units are famous for being reactive instead of proactive. The biggest one is DOT. They will build a two lane highway and a few years later realize it should have been a four lane highway. The bypass around Aiken should have been four lanes, but now we have a bicycle lane. Statistics show that cities with bicycle lanes have more fatalities than cities that don't have them. We may not get the 900 jobs from Raeford, but we are going to get over 600 well-paying jobs from Shaw. This proposed subdivision is proactive. The housing will be there when the jobs come. He noted that anyone who buys property next to vacant land, it is not if, but when it is going to be developed. The people in the area are lucky that the vacant land next to them will be developed professionally and well planned. It is a proactive deal. He asked that Council support the development.

Councilman Woltz stated we have worked with the developer, and he has done a great job in coming back. He said he had never seen a developer come back and cut that many houses out of a proposed subdivision. He said he echoes what Mr. Robbins said regarding buying property next to vacant land as you don't know what and when it will be developed. The development will help get a grocery store in the area as there will be more people in the area. He said he understands that people don't want to change what they are used to.

Mayor Milner called for a vote on the motion by Councilman Girardeau, seconded by Councilwoman Diggs, that Council approve on second reading an ordinance to annex 72 acres located on Columbia Highway North, May Royal Drive and Osbon Drive, zone the property Planned Residential (PR) and approve the revised proposed concept plan with the conditions recommended by Council. The motion was unanimously approved.

REZONE – ORDINANCE 04082024A

Gregg Highway
Lokey Drive
Concept Plan
Seter Ridge

Taft Mills Group
10.1 Acres
TPN 087-18-08-008

Mayor Milner stated this was the time advertised for second reading and public hearing on an ordinance to rezone property on Gregg Highway and Lokey Drive from O (Office) to Planned Residential (PR) and Approve a Concept Plan.

Mr. Bedenbaugh read the title of the ordinance.

AN ORDINANCE AMENDING THE ZONING OF REAL ESTATE OWNED BY SEVERAL OWNERS FROM OFFICE/INSTITUTIONAL (O) TO PLANNED RESIDENTIAL (PR).

Mr. Bedenbaugh stated Taft Mills Group, LLC, applicant, is requesting rezoning of 10.1 acres (TPN 087-18-08-008) located on Gregg Highway and Lokey Drive from O (Office) to Planned Residential (PR). They are also requesting approval of a concept plan. The applicant is proposing construction of an 80-unit multifamily development with four apartment buildings, a clubhouse and 125 parking spaces.

In accordance with the policy of Council regarding the residential development of large tracts of land and the provision of city utility services, the property must comply with the Planned Residential (PR) zoning. For any development in the Planned Residential zone, a concept plan must be reviewed by the Planning Commission and approved by City Council.

Presently this property is undeveloped and extensively wooded. An 80-unit multi-family housing development is proposed for the 10.1-acre site. This is within our allowable 12 units per acre. This will consist of a mix of 1, 2, and 3-bedroom units targeted to workforce households making less than the area median income. The units will be located in four structures, each with three-story fronts and two-story rear elevations due to topographical change. The heated floor space for each unit will range from 955 square feet to 1,322 square feet. The architectural materials will include brick veneer and vinyl siding.

The developer proposes a clubhouse with an exercise room, computer center, and community area for tenants. Other amenities include a covered picnic shelter, an ADA compliant playground and tot lot, a rain garden and exercise trail, a community garden, a disc golf area, and a dog park area. A mail kiosk area will also be provided. The PR zone requires that at least half of the open space be improved for passive or active recreational use.

The plan includes provisions for the required 40% common open space with setbacks of at least 30' at the frontage along Gregg Highway, 10' side setbacks, and a 20' rear setback. There is a proposed minimum 50' landscape or undisturbed buffer along the boundaries of the property. The proposed parking provides 125 off-street parking spaces, including 10 handicapped spaces. All interior streets and parking areas will be paved and include concrete curbing. Concrete sidewalks will be provided for access to residential buildings and amenities. The plan calls for two entrances accessible from Gregg Highway into the property to facilitate vehicular access and

emergency vehicle access for which encroachment permits will be required from SCDOT. A boundary fence will be installed along the property line running parallel to Lokey Lane. A regional detention pond will be installed on the property to address stormwater runoff for the development. The development will need to comply with the Tree Preservation and Landscape requirements. The application included trip generation information that the 80-unit development will generate approximately 36 maximum peak hour trips, so a full traffic study is not automatically required. Water and sanitary sewer services are available to the proposed development.

The Planning Commission reviewed the request for rezoning and the proposed concept plan at their March 12, 2024, meeting. The Commission voted 6-0 (Commissioner Clarkson not present) to recommend to Council approval of the rezoning to Planned Residential (PR) and approval of the concept plan with the following conditions:

1. That a minimum of half of the required open space is improved for passive or active use by the residents.
2. That the development complies with the City of Aiken tree preservation and landscape requirements.
3. That an encroachment permit is granted by SCDOT for each development entrance.
4. That the entrance sign be a ground-mounted monument sign no more than 32 square feet or 32 square feet total for a double-sided sign, and should be no more than 6 feet high.
5. That the applicant submits a revised concept plan stating the conditions of approval within 180 days.
6. That the applicant signs an agreement stating the conditions of approval within 180 days.
7. That a transfer of ownership occurs by June 30, 2025.
8. That additional parking spaces are added up to 29 spaces unless the additional parking spaces unduly affect open space or site design. This determination will be made administratively by the Planning Director.
9. That each entrance provide a minimum 10-foot-wide divided entrance with a right turn lane. The turn lane is subject to SCDOT approval.
10. That the 10 handicap parking spaces are reduced to 5 handicap parking spaces unless otherwise specified by Federal Housing requirements.

Mr. Bedenbaugh stated several comments came up at the Planning Commission meeting. There were two previous applications for multi-family uses for this parcel. They did not ask for rezoning at the time, but were asking for a special exception under the Office zoning designation. The first application was ultimately withdrawn by the applicant who was a separate developer from the current developer. Sometime back the Board of Zoning Appeals approved multi-family development on this property, but it never got built and that approval issued by the Board of Appeals expired.

City Council approved this ordinance on first reading at the March 25, 2024, meeting. For City Council consideration is second reading and public hearing of an ordinance to rezone 10.1 acres

on Gregg Highway and Lokey Drive from O (Office) to PR (Planned Residential) and approve the concept plan with the conditions recommended by the Planning Commission.

Councilwoman Price moved, seconded by Councilwoman Brohl, that Council approve on second reading and public hearing an ordinance to rezone 10.1 acres on Gregg Highway and Lokey Drive from O (Office) to Planned Residential (PR) and approve a concept plan.

Mayor Milner asked for comments from the audience and Council.

Councilwoman Brohl stated she felt the proposed development is good. It will be workforce housing of which we don't have enough. It is in a good location.

Councilwoman Price pointed out the development is workforce housing where individual's rental fee will be based on their income. She noted the location is good for those who may have to walk as it is near Walmart and Sam's.

Mayor Milner called for a vote on the motion by Councilwoman Price, seconded by Councilwoman Brohl, that Council approve on second reading and public hearing an ordinance to rezone 10.1 acres on Gregg Highway and Lokey Drive from O (Office) to Planned Residential (PR) and approve a concept plan with the conditions recommended by the Planning Commission. The motion was unanimously approved.

ANNEXATION – ORDINANCE 04082024B

Sunny Somers
Alex Somers
115 Vivion Drive
TPN 105-18-13-001

Mayor Milner stated this was the time advertised for second reading and public hearing on an ordinance to annex 115 Vivion Drive and zone it Single-Family Residential (RS-15).

Mr. Bedenbaugh read the title of the ordinance.

AN ORDINANCE TO ANNEX PROPERTY LOCATED AT 115 VIVION DRIVE AND TO ZONE THE SAME RESIDENTIAL SINGLE-FAMILY (RS-15).

Mr. Bedenbaugh stated Sunny and Alex Somers, applicants and owners, have requested annexation of 115 Vivion Drive (TPN 105-18-13-001) containing 0.62 of an acre and zoning as RS-15 (Residential Single-Family). The requested zoning is consistent with the surrounding uses and zoning. The property is located in the Westwood Hills Subdivision.

The Planning Commission reviewed the request for annexation and zoning as RS-15 (Residential Single-Family) at their March 12, 2024 meeting. The Commission voted 6-0 (Commissioner Clarkson not present) to recommend that the property be annexed and zoned RS-15 (Residential Single-Family).

Council approved this ordinance on first reading at the March 25, 2024, meeting. For Council consideration is second reading and public hearing of an ordinance to annex property at 115 Vivion Drive and zone it RS-15 (Residential Single-Family).

Councilwoman Brohl moved, seconded by Councilwoman Diggs, that Council approve on second reading and public hearing an ordinance to annex property at 115 Vivion Drive and zone it RS-15 (Residential Single-Family).

Mayor Milner asked for comments from the audience and Council.

Mayor Milner called for a vote on the motion by Councilwoman Brohl, seconded by Councilwoman Diggs, that Council approve on second reading and public hearing an ordinance to annex property at 115 Vivion Drive and zone it RS-15 (Residential Single-Family). The motion was approved by the 5 members present. Councilwoman Price had left the Council Chambers.

ANNEXATION– ORDINANCE 04082024C

Cleopatria Guerrero
Francisco Baez
107 Marvin Drive
TPN 122-09-02-004

Mayor Milner stated this was the time advertised for second reading and public hearing on an ordinance to annex 107 Marvin Drive and zone it RS-10 (Residential Single-Family).

Mr. Bedenbaugh read the title of the ordinance.

AN ORDINANCE TO ANNEX PROPERTY LOCATED AT 107 MARVIN DRIVE AND TO ZONE THE SAME RESIDENTIAL SINGLE-FAMILY (RS-10).

Mr. Bedenbaugh stated Cleopatria Guerrero and Francisco Baez, applicants and owners, have requested annexation of 107 Marvin Drive (TPN 122-09-02-004) containing 0.23 of an acre and zoning as RS-10 (Residential Single-Family). The requested zoning is consistent with the surrounding uses and zoning. The property is located in the Virginia Acres Subdivision.

The Planning Commission reviewed the request for annexation and zoning as RS-10 (Residential Single-Family) at their March 12, 2024, meeting. The Commission voted 6-0 (Commissioner Clarkson not present) to recommend to Council that the property be annexed and zoned RS-10 (Residential Single-Family).

City Council approved this ordinance on first reading at the March 25, 2024, meeting. For City Council consideration is second reading and public hearing of an ordinance to annex 107 Marvin Drive and zone it RS-10 (Residential Single-Family).

Councilman Girardeau moved, seconded by Councilman Woltz, that Council approve on second reading and public hearing an ordinance to annex 107 Marvin Drive and zone it Residential Single-Family (RS-10).

Mayor Milner asked for comments from the audience and Council.

Mayor Milner called for a vote on the motion by Councilman Girardeau, seconded by Councilman Woltz, that Council approve on second reading and public hearing an ordinance to annex 107 Marvin Drive and zone it Residential Single-Family (RS-10). The motion was approved by a vote of 5 – 0. Councilwoman Price had left the Council Chambers.

BUDGET – ORDINANCE

Amendment

Sale of Property

214 Park Avenue SW

Mayor Milner stated an ordinance was prepared to amend the FY 2023-24 budget to include the funds received from the sale of 214 Park Avenue SW to Aiken County.

Mr. Bedenbaugh read the title of the ordinance.

AN ORDINANCE AMENDING THE BUDGET OF THE CITY OF AIKEN FOR THE FISCAL YEAR BEGINNING JULY 1, 2023, AND ENDING JUNE 30, 2024 FOR THE GENERAL FUND AND FRANCHISE FEE FUND.

Mr. Bedenbaugh stated on April 2, we sold the Municipal Building at 214 Park Avenue SW to Aiken County for \$2.4 million. We received these proceeds and now need to amend our FY 2023-24 budget to add these funds to the budget. First, we will need to repay our Franchise Fee Fund \$1.75 million which we used for a portion of our down payment for the 111 Chesterfield Street S building. Second, we will place \$450,000 of the proceeds into our building depreciation account. Third, we will set aside \$200,000 for our zoning ordinance rewrite, which will begin in earnest this year and take approximately 2 years to complete. Finally, we will use \$100,000 to pay Dominion Energy for undergrounding of electric utilities.

For Council consideration is first reading and public hearing of an ordinance amending the FY 2023-24 budget.

Councilwoman Brohl moved, seconded by Councilwoman Diggs, that Council approve on first reading an ordinance to amend the FY 2023-24 budget to include funds from the sale of 214 Park Avenue SW.

Mayor Milner asked for comments from the audience and Council.

Mayor Milner called for a vote on the motion by Councilwoman Brohl, seconded by Councilwoman Diggs, that Council approve on first reading and public hearing an ordinance to

amend the FY 2023-24 budget to include funds from the sale of 214 Park Avenue SW. The motion was approved by a vote of 5 in favor. Councilwoman Price was not present in the Council Chambers.

FIRE WORKS DISPLAY

The Reserve
Woodside
July 4, 2024

Mayor Milner stated a request had been received from Woodside for approval of a fireworks display on July 4, 2024.

Mr. Bedenbaugh stated we have received the annual request from Barry Garrett, of the Reserve Club at Woodside, for approval of their July 4 fireworks display. Since 2003, the Reserve Club has held a fireworks show on July 4. In 2014 the State Fire Marshall regulations changed and to be in compliance with our City Code, each year City Council needs to officially approve the event.

As in previous years, the Club will have Public Safety Officers and equipment present during the show and will follow all applicable State and local regulations and ordinances.

For City Council approval is a request for a fireworks display on July 4 hosted by The Reserve Club on their driving range private property.

Councilman Girardeau move, seconded by Councilwoman Price, that Council approve the request for the fireworks display at The Reserve in Woodside on private property on July 4, 2024.

Mayor Milner asked for any comments from the public and Council.

Mayor Milner called for a vote on the motion by Councilman Girardeau, seconded by Councilwoman Price, that Council approve the request for the fireworks display at The Reserve in Woodside on private property on July 4, 2024. The motion was unanimously approved.

FOODEES, LLC

Park Avenue
Chesterfield
Union Street
Food and Culture Festival

Mayor Milner stated a request had been received from Foodees LLC for use of Park Avenue for a Food and Culture Festival.

Mr. Bedenbaugh stated we have received a request from Foodees LLC asking for permission to hold a food and culture festival on Park Avenue. They are requesting that they be allowed to

close half of both the eastbound and westbound lanes of Park Avenue SE, to include the parallel parking spaces, nearest the parkways from Chesterfield Street S to Union Street SE for the duration of the event.

The event organizers have said they will work with adjacent businesses, residents and St. Mary's Help of Christian Church to minimize any impacts.

The three-day event is scheduled for Friday through Sunday, May 3rd, 4th, and 5th. The hours would be from 1 PM to 9 PM on Friday, 11 AM to 9 PM on Saturday, and 11 AM to 7 PM on Sunday.

Last year the event was held on Newberry Street in the festival center. The organizers felt the space was too small for the event. The applicant has met with Public Safety to try to find other options. They wanted to stay in the downtown area so the proposal is Park Avenue between Union and Chesterfield Street.

For City Council approval is authorization for Foodees LLC to hold a food and culture festival on Park Avenue from Chesterfield to Union Street on May 3rd, 4th, and 5th, 2024.

Councilwoman Diggs moved, seconded by Councilwoman Brohl, that Council approve the request to close half of the eastbound and westbound lanes of Park Avenue from Chesterfield Street to Union Street for use as a food and culture festival on May 3-5, 2024.

Mayor Milner asked for comments from the audience and Council

Kris Osborn said she is an Aiken resident and represents Foodees, LLC. She said she is the booking director. She noted that she had been working with and talking to the local businesses on Park Avenue. She said they were considering a volunteer staff to monitor parking so they would not be using parking spots for the businesses during their working hours. She said she was also working with St. Mary's to make sure they would not be disrupting church at St. Mary's. She said Foodees is trying hard to bring unity and make sure people understand it does not matter what color or religion we are, but we are one big group. She noted that last year the event was very well received. She pointed out that last year they had 25 to 30 local businesses who participated in the food event. The event is not just bringing in trucks from many different states, but it is providing an opportunity for a lot of local businesses. She said they are working hard to make sure they are not disruptive and that they want to work together and give the opportunity to residents to know who they really are. They are friendly and they love our town.

In response to a question as to how many food trucks were involved last year, Ms. Osborn said there were between 25 and 30 trucks last year. This year they had more than triple to apply for the event.

Councilwoman Diggs stated she came last year. The only complaints she heard was long lines and not enough places to sit to enjoy their food. She noted that everybody loved it.

Ms. Osborn noted that on Park Avenue there is a lot of shade and space to sit. She pointed out that they refined the event and have asked each vendor to bring tables and chairs. They want to make sure that everyone has a pleasant experience and enjoys the event. She pointed out that they are hoping that each vendor will bring their own cultural entertainment. She pointed out that they do not have alcohol at the event. There is a family environment. She noted that they wanted to move from Newberry Street because they need more room. She pointed out that part of her job is to book only certain vendors with a certain menu. They are only allowing two or three per type food. She pointed out that they had looked at other locations for the event and were concerned about accessibility. They looked at Generations Park and Citizens Park. She said they would prefer downtown if that is a possibility.

Council discussed the request at length. They noted the complaints they get from the merchants in the area when Aiken's Makin is held on Park Avenue. Councilmembers felt it is a great event, but that Park Avenue is the wrong place to hold the event. They noted that it is fantastic that they had outgrown the Newberry Street Festival area. They suggested that we see what we can do to make it work. It was suggested that the parking lot at the old motor court could be added to give more space in the Newberry Street area.

Mr. Bedenbaugh stated we would want to talk with Public Safety about the best way to accommodate that.

Councilmembers Girardeau and Woltz noted that they had had businesses in the area and when Aiken's Makin was held the businesses closed because customers could not get to their businesses.

Mr. Bedenbaugh stated from the conversations we could look at the Festival Center area on Newberry, plus the area on Bee Lane from Richland to The Alley. He pointed out that we could have someone from Public Safety work with Ms. Osborn to see if the expanded area would meet her expectations. Mr. Bedenbaugh asked if we should continue the item.

Mr. Smith, City Attorney stated he would suggest the option of approving the Newberry Street Festival area with the potential to use the motor court parking lot. If that is not acceptable to their needs, maybe Council could go ahead and approve Generations Park or another park as an option so they don't have to come back to Council. Mr. Bedenbaugh noted that Generations Park nor Citizens Park is available on the dates requested. Mr. Smith stated Council could approve this request to be located at the Newberry Street Festival area along with the potential of using the motor court area if Public Safety is able to approve that.

Councilmembers Diggs and Brohl accepted an amendment to the motion and moved that the Newberry Street Festival area, along with the potential of using the motor court area adjoining Bee Lane, be approved for use for the food and culture festival to be held on May 3-5, 2024. The motion was unanimously approved.

DEED OF DEDICATION – RESOLUTION 04082024D

CC Landings, LLC

Water Lines

Sanitary Sewer Lines

Chukker Creek Landing Section 2

Mayor Milner stated a request had been received from CC Landings, LLC for acceptance of water and sanitary sewer lines in Chukker Creek Landing Section 2.

Mr. Bedenbaugh read the title of the resolution.

A RESOLUTION AUTHORIZING THE ACCEPTANCE OF A DEED OF DEDICATION FROM CC LANDINGS, LLC.

Mr. Bedenbaugh stated CC Landings, LLC, has requested that the City accept a deed of dedication for the water and sanitary sewer lines and other related equipment and associated easements located in Section Two of Chukker Creek Landing.

The Engineering and Utilities Department has reviewed this request for dedication of the water and sanitary sewer lines and related equipment and has recommended that the City accept this deed of dedication.

For Council consideration is approval of a resolution accepting a deed of dedication for the water lines, sanitary sewer lines and related equipment and associated easements in Section Two of Chukker Creek Landing.

Councilwoman Brohl moved, seconded by Councilwoman Price, that Council approve the resolution authorizing the acceptance of the water and sanitary sewer lines in Chukker Creek Landing Section 2.

Mayor Milner asked for comments from the audience and Council.

Mayor Milner called for a vote on the motion by Councilwoman Brohl, seconded by Councilwoman Price, that Council approve the resolution authorizing the acceptance of the water and sanitary sewer lines in Chukker Creek Landing Section 2. The motion was unanimously approved.

NON-AGENDA ITEMS FROM THE PUBLIC

Mayor Milner asked if there were any non-agenda items from the public. She noted each speaker would be limited to three minutes with a total of 30 minutes.

No one spoke.

CITY MANAGER COMMENTS

Mayor Milner asked Mr. Bedenbaugh if he would like to make any comments. Mr. Bedenbaugh stated he wanted to highlight the nice comments that we received for city staff noted in the Issues and Updates document.

ADJOURNMENT

There being no further business, Councilwoman Brohl moved, seconded by Councilwoman Price that the meeting adjourn. The motion was unanimously approved. The meeting adjourned at 8:37 p.m.

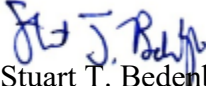
Sara B. Ridout
City Clerk

THE CITY OF AIKEN

Memorandum

Date: 22 Apr 2024
To: City Council
From: Stuart T. Bedenbaugh, City Manager
Subject: Presentation of Green Horse Environmental Stewardship Awards.

Some members of the Energy and Environmental Committee will be present Monday, April 22, 2024, to present Green Horse Environmental Stewardship Awards.


Stuart T. Bedenbaugh
City Manager

THE CITY OF AIKEN

Memorandum

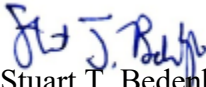
Date: 22 Apr 2024
To: City Council
From: Stuart T. Bedenbaugh, City Manager
Subject: Approval of Appointments and Discussion of Appointees to Various City Boards, Commissions and Committees.

City Council has 28 pending appointments to fill vacancies on different City boards, commissions and committees. Five appointments are presented for Council's consideration and vote at the meeting tonight.

Councilman Woltz has recommended the reappointment of Susan Trotter to the Equine Committee.

Mayor Milner has recommended the appointment of Graham Hall to the Recreation Commission, Gary Senn to the Energy and Environmental Committee, Caleb Connor to the Planning Commission, and L. J. McGhee to the Community Development Committee.

For City Council consideration and public comment is the reappointment of Susan Trotter to the Equine Committee, and the appointment of Graham Hall to the Recreation Commission, Gary Senn to the Energy & Environmental Committee, Caleb Connor to the Planning Commission and L. J. McGhee to the Community Development Committee.


Stuart T. Bedenbaugh
City Manager

BOARDS AND COMMISSION APPOINTMENTS **AGENDA ITEM #(1)**

APPOINTMENTS DUE:

Arts Commission

Catherine Thomas

Ed Girardeau

Accommodations Tax Committee

Regena Brackett

Deedee Vaughters

Michelle Meriwether

Andrea Gregory

Ed Woltz

Gail Diggs

Building Code Appeals Committee

Hank Moormann (deceased)

James R. Findley

Phil Haggerty

Jamane Williams

Teddy Milner

Ed Woltz

Ed Girardeau

Lessie Price

Community Development Committee

Henry E. Craig, Jr. (deceased)

Trudy Boyd

Bonnie Anne Fulghum

Ed Woltz

Andrea Gregory

Teddy Milner

Energy & Environmental Committee

Todd Lista

Mike Naples

Kirk McGowan

Teddy Milner

Ed Woltz

Andrea Gregory

Equine Committee

Sarah G. Wildasin

Susan Trotter

Need to Appoint 2 **New** Members

Teddy Milner 1

Andrea Gregory 1

Gail Diggs

Ed Woltz

General Aviation Commission

Carolyn McPherson

Douglas Kucyk

Lessie Price

Ed Girardeau

Housing Authority – (5 Year Terms)

Sean Alford (resigned)

James Gallman

Kathryn Wade

Ed Woltz

Lessie Price

Kay Brohl

Planning Commission

Jason Rabun

Teddy Milner

Recreation Commission

Suzanne Haslup

Susan Schifer

John Pettigrew

Ed Woltz

Andrea Gregory

Teddy Milner

Senior Commission

Margaret Kopp

Ed Woltz



City of Aiken Board, Commission and Committee Nomination Form

The City of Aiken ensures that discrimination on the ground of race, color, or national origin, shall not occur in connection with any programs or activities receiving Federal financial assistance.

Name of Board, Commission or Committee * Recreation Commission

Nominee Information

Name *	Graham Hall		
Vocation *	Funeral Director		
Address *	Street Address		
	825 Edisto Ave.		
	Address Line 2		
	City	State / Province / Region	
	Aiken	SC	
	Postal / Zip Code	Country	
	29801	US	
Municipality	Aiken		
Phone Number	8034392265		
Email Address	graham.hall85@gmail.com		

Experience *

Experience of nominee that would be of value to this commission

Have been a lifelong Aiken resident with experience of playing/utilizing the parks and sports offered here.

Resume**Conflicts**

Would nominee have any potential conflicts of interest by serving on this board, commission or committee? (If yes, please explain)

The State Ethics Act provides that no public official, public member (for example, board or commission member), or public employee may knowingly use his official office, membership, or employment to obtain an economic interest for himself, a member of his immediate family, an individual with whom he is associated, or a business with which he is associated. If you have any questions regarding this law, please contact the City of Aiken legal counsel.

Signature *

Graham Hall



City of Aiken Board, Commission and Committee Nomination Form

The City of Aiken ensures that discrimination on the ground of race, color, or national origin, shall not occur in connection with any programs or activities receiving Federal financial assistance.

Name of Board, Commission or Committee * Planning Commission

Nominee Information

Name * Christopher Caleb Connor

Vocation * Attorney & Small Business Owner

Address *

Street Address	
413 Hayne AVE SW	
Address Line 2	
City	State / Province / Region
Aiken	SC
Postal / Zip Code	Country
29801	United States

Municipality

Phone Number 7067558378

Email Address Caleb@theconnorfir.com

Experience *

Experience of nominee that would be of value to this commission

Caleb graduated, summa cum laude, from the University of Alabama in 2003 with a Bachelor of Arts degree in Economics and Geography (Regional & Urban Planning). While at Alabama, Caleb was tapped for membership into various honor societies including Phi Beta Kappa, Blue Key, Phi Kappa Phi, Order of Omega, The Anderson Society, The Elliot Society, Carinal Key, Mortar Board, ODK, among others. He was also a member of the inaugural class of the Blount Undergraduate Initiative, the UA Track and Cross-Country teams, and Kappa Alpha Order. Upon completion of his undergraduate degree, Caleb received his juris doctorate at the University of Georgia School of Law. While at Georgia Law, he served as a member of the law school's Mock Trial Team and was a participant in the land use and prosecutorial clinics. While a student in Athens, Caleb was inducted into the Gridiron Secret Society.

Prior to forming Connor & Connor, LLC with his father in 2012, Caleb served in several in-house corporate roles where he gained invaluable experience in the logistics, staffing and textile and rubber manufacturing industries. Prior to transitioning in-house, Caleb worked as a general civil litigation attorney. Caleb is a member of the Georgia, North Carolina, South Carolina, and Tennessee Bars, and has been recognized by Georgia Trend's Super Lawyers Magazine as both a "Rising Star" and a member of the state's "Legal Elite."

Apart from his legal practice, Caleb and his wife, Faris, are also owners and operators of Big House ACE in Edgefield, which is a full-service general store with garden center and hunting, fishing, gift, apparel and hardware departments.

Caleb is currently an active member of the Augusta and Aiken Bar Associations, the Georgia and South Carolina Trial Lawyers Associations, and he serves as an Advisory Board Member of the Aiken Land Conservancy as well as a Mission Council Member of The Episcopal Church of the Ridge.

Resume**Conflicts**

Would nominee have any potential conflicts of interest by serving on this board, commission or committee? (If yes, please explain)

NA

The State Ethics Act provides that no public official, public member (for example, board or commission member), or public employee may knowingly use his official office, membership, or employment to obtain an economic interest for himself, a member of his immediate family, an individual with whom he is associated, or a business with which he is associated. If you have any questions regarding this law, please contact the City of Aiken legal counsel.

Signature *

C. Caleb Connor



City of Aiken Board, Commission and Committee Nomination Form

The City of Aiken ensures that discrimination on the ground of race, color, or national origin, shall not occur in connection with any programs or activities receiving Federal financial assistance.

Name of Board, Commission or Committee * Energy and Environmental Committee

Nominee Information

Name * Gary J. Senn

Vocation * Educator

Address *

Street Address	
University of South Carolina Aiken	
Address Line 2	
471 University Pkwy	
City	State / Province / Region
Aiken	South Carolina
Postal / Zip Code	Country
29801	US

Municipality Aiken

Phone Number 803-641-3558

Email Address SennG@usca.edu

Experience * Experience of nominee that would be of value to this commission
I have been a STEM educator for many years. A main focus area of interest has been environmental education. Additionally, I have been involved in energy education and have worked with a number of programs related to energy resources.

Resume Senn Vita.pdf 462.92KB

Conflicts Would nominee have any potential conflicts of interest by serving on this board, commission or committee? (If yes, please explain)
No

The State Ethics Act provides that no public official, public member (for example, board or commission member), or public employee may knowingly use his official office, membership, or employment to obtain an economic interest for himself, a member of his immediate family, an individual with whom he is associated, or a business with which he is associated. If you have any questions regarding this law, please contact the City of Aiken legal counsel.

Signature *





City of Aiken Board, Commission and Committee Nomination Form

The City of Aiken ensures that discrimination on the ground of race, color, or national origin, shall not occur in connection with any programs or activities receiving Federal financial assistance.

Name of Board, Commission or Committee * Community Development Committee

Nominee Information

Name * L.J. McGhee

Vocation * Real Estate Agent

Address *

Street Address	
221 Fairfield St NE	
Address Line 2	
City	State / Province / Region
Aiken	SC
Postal / Zip Code	Country
29801-4427	United States

Municipality

Phone Number 2157603608

Email Address ljmCGhee@gmail.com

Experience * Experience of nominee that would be of value to this commission
Over 30 years Realtor
20 years Corporate experience as Marketing Director
15 years Nonprofit experience as Marketing Manager


Resume

Conflicts Would nominee have any potential conflicts of interest by serving on this board, commission or committee? (If yes, please explain)

AGENDA ITEM #(1)

The State Ethics Act provides that no public official, public member (for example, board or commission member), or public employee may knowingly use his official office, membership, or employment to obtain an economic interest for himself, a member of his immediate family, an individual with whom he is associated, or a business with which he is associated. If you have any questions regarding this law, please contact the City of Aiken legal counsel.

Signature *

A handwritten signature in black ink, appearing to be "L. W. F.", written in a cursive style.

ARTS COMMISSION

(Two Year Terms)

(Meets at 5:30 P.M. 1st Tuesday of Every Other Month Beginning February except August)

	<u>Address</u>	<u>Telephone No.</u>	<u>Term Expires</u>	<u>Recommended By</u>
Catherine Thomas (3) (Chair)				
Home:			April 11, 2023	Ed Girardeau
Visual Arts	Aiken, SC 29801			
Natasha Barth (6)				
Home:	726 South Boundary Ave SE	703-999-3837	April 11, 2026	Ed Woltz
Arts Organizations	Aiken, SC 29801	nhbarth@gmail.com		
Caroline Gwinn				
Home:	122 Laurens St. SW	803-641-9094	April 11, 2025	Teddy Milner
Performing Arts	Aiken, SC 29801	execdir@aikencenterforthearts.org		
Nancy J. Robb (4)				
Home:	268 Pink Dogwood Circle	631-871-5175	April 11, 2026	Gail Diggs
	Aiken, SC 29803	njrobb52@gmail.com		
Business:				
Education				
Cody Anderson (2)				Kay Brohl
Home:	3406 Richland Ave. W.	803-341-7022	April 11, 2025	
Arts Organizations	Aiken, SC 29801	cody@georgefuneralhomes.com		
BonnieAnne Fulghum (6)				
Home:	807 Park Avenue SE	803-292-3041		
	Aiken, SC 29801		April 11, 2026	Lessie Price
Business:	Mental Health America			
Business Community		bonnie@mha-aiken.org		
Wendy Hirsch (5)			April 11, 2025	Andrea Gregory
Home:	129 Sweetbay Drive	803-514-4384		
	Aiken, SC 29803	swhirsch4@gmail.com		
At Large				
Staff: Amber Coffey				
Ad-Hoc Members				
Center for the Arts				
Aiken Community Playhouse				
USCA Etherredge Center				

ACCOMMODATIONS TAX COMMITTEE

(Two Year Terms)

(Meets as Called)

	<u>Address</u>	<u>Telephone No.</u>	<u>Term Expires</u>	<u>Recommended By</u>
Kena Black (2)				
Home:	2052 Banks Mill Road	803-237-8215	March 25, 2025	Kay Brohl
Hospitality	Aiken, SC 29801	kenablack@gmail.com		
Angela Key (2)				
Home:	202 Abbeville Ave. NW	443-5189	March 25, 2026	Lessie Price
	Aiken, SC 29801	221-4217 (w)		
Business:		akey@aikencountysc.gov		
At Large		803-642-1557 ext.351		
Peggy Penland (3) Chair				
Business:	897 Houndslake Drive	649-5335	March 25, 2026	Teddy Milner
Home:	Idlewilde Drive	270-7993		
Lodging	Aiken, SC 29803	ppenlandgilligan@gmail.com		
Deedee Vaughters (5)				
Home:	1416 Two Notch Rd.	803-439-5701	March 25, 2024	Ed Woltz
	Aiken, SC 29803	deedeehvaughters@bellsouth.net		
At Large				
Regena Brackett (NR)				
Home:	1173 Willow Woods Dr.	803-439-6500	March 25, 2023	Andrea Gregory
Lodging	Aiken, SC 29803	regenam01@yahoo.com		
Michelle Meriwether (2)				
Home:	709 Brucewood St. NW	803-439-0333	March 25, 2024	Gail Diggs
	Aiken, SC 29801	journeyofjoy2015@gmail.com		
At Large				
Tina McCarthy (6)				
Home:	3011 Farmer Road	634-0177	March 25, 2025	Ed Girardeau
	Aiken, SC 29805	tmccarthy@thewillcox.com		
Business:	Willcox Hotel	648-1898		
Hospitality	100 Colleton Ave SW	648-6664 (Fax)		

Staff: Eric Gordon, Tourism Manager 803-679-0012

**BUILDING CODE APPEALS COMMITTEE
BOARD OF ADJUSTMENTS AND APPEALS**
(Two Year Terms)
(Meets as Called)

	<u>Address</u>	<u>Telephone No.</u>	<u>Term Expires</u>	<u>Recommended By</u>
Roscoe Epps IV (NR)				
Home:	710 Hampton Ave. NW Aiken, SC 29801	803-645-2782 repps87@yahoo.com	May 12, 2026	Gail Diggs
Business:				
Charity Hefley-Leigh (5)				
Home:	165 Tall Pine Drive Aiken, SC 29803	803-640-0665 charityleigh1012@gmail.com	May 12, 2025	Andrea Gregory
James R. Findley (6) Chair				
Home:	1126 South Boundary Ave. Aiken, SC 29801	221-7955	May 12, 2023	Ed Woltz
Business:	108 Taylor St. SW	648-7955 rfindley@findleyconstruction.com		
Hank Moormann (3) (deceased)				
	1404 Woodbine Road Aiken, SC 29803	649-9621 hmoormann@gmail.com	May 12, 2018	Teddy Milner
Phil Haggerty (4)				
Home:	137 E. Pleasant Colony Dr. Aiken, SC 29803	502-0333 haggerty@gforcecable.com	May 12, 2023	Ed Girardeau
Jamane Williams (2)				
Home:	1339 President Drive P. O. Box 80 Aiken, SC 29802	439-3039 jamanewilliams@gmail.com	May 12, 2024	Lessie Price
Earnest Saylor (3)				
Home:	10 Inverness St. W. P. O. Box 6615 Aiken, SC 29804 Aiken, SC 29804	341-1513 (c) 634-1210 ecsentpcyg31@gmail.com	May 12, 2025	Kay Brohl
Staff: Mike Jordan				

COMMUNITY DEVELOPMENT COMMITTEE

(Two Year Terms)

(Meets Quarterly – January, April, July and October on 2nd Monday at 5 P.M.)

	<u>Address</u>	<u>Telephone Number</u>	<u>Term Expires</u>	<u>Recommended By</u>
Henry E. Craig, Jr. (1) (deceased)				
Home:	416 Marion Street NE Aiken, SC 29801	649-2916 270-2100 (c) hcraig2020@aol.com	Sept. 2, 2013	Ed Woltz
Angela Fleming (NR)				
Home:	3478 Heartwood Pass Aiken, SC 29803	803-522-6722 angelaflaming40@yahoo.com	Sept. 2, 2024	Kay Brohl
BonnieAnne Fulghum (6)				
Home:	807 Park Ave SE Aiken, SC 29801	803-292-3041 bonnie@mha-aiken.org	Sept. 2, 2020	Teddy Milner
Gary Yount (Vice Chair)				
Home:	1162 Alderman St. NE Aiken, SC 29801	648-9712 292-8475 (c) gyount@atlanticbb.net	Sept. 2, 2025	Gail Diggs
Scottie Myrick (1)				
Home:	451 Marlboro St. NE Aiken, SC 29801	803-226-4922 myrickscottie@aol.com	Sept. 2, 2025	Lessie Price
Trudy S. Boyd (4)				
Home:	112 Ashepoo Drive Aiken, SC 29803	295-6052 (c) tboyd@securityfederalbank.com	Sept. 2, 2018	Andrea Gregory
Judy L. Sennett (4) (Chair)				
Home:	145 Enclave Drive. Aiken, SC 29803	644-8814 jsennett@gforcecable.com	Sept. 2, 2024	Ed Girardeau

Ex-Officio Member:

Staff: Sabina Craig

ENERGY AND ENVIRONMENTAL COMMITTEE

(Two Year Terms)

(Meets 3rd Monday at 4:00 P.M.)

	<u>Address</u>	<u>Telephone No.</u>	<u>Term Expires</u>	<u>Recommended By</u>
Todd Lista (3)				
Home:	309 Park Ave SE Aiken, SC 29801	649-4321 todd@listaphoto.com	Dec. 31, 2020	Teddy Milner
Business	Lista's Photography			
Dr. James Marra (3)				
Home:	2310 Casaba Drive	803-215-7946	Dec. 31, 2025	Kay Brohl
email:	Aiken, SC 29803	jimmarra@bellsouth.net		
Kirk McGowan (4) (resigned)				
Home:	138 Summer Winds Circle Aiken, SC 29803	903-216-5088 84lsumba@gmail.com	Dec. 31, 2023	Andrea Gregory
John W. Carman (5)				
Home:	112 Charles Towne PL Aiken, SC 29803	757-759-2395 (c) jwcarman1@gmail.com 757-759-2395 (c)	Dec. 31, 2025	Ed Girardeau
Mike Naples (6)				
Home:	466 York Street SE Aiken, SC 29801	803-262-5229 linda_naples@yahoo.com	Dec. 31, 2022	Ed Woltz
Eugene White (4)				
Home:	148 W Middlebury Lane Aiken, SC 29803	803-810-9276 ebwhitejr@gmail.com	Dec. 31, 2024	Gail Diggs
Brendolyn Jenkins Boseman (2) (Chair)				
Home:	804 Dillon Ave NW Aiken, SC 29801	803-645-3296 bjenkinsboseman@gmail.com	Dec. 31, 2024	Lessie Price

Staff: Mary Tilton

EQUINE COMMITTEE

(Two Year Terms)

(Meets 1st Monday of Each Calendar Quarter at 4 P.M.)

	<u>Address</u>	<u>Telephone No.</u>	<u>Term expires</u>	<u>Recommended By</u>
Tara Bostwick (6) Home:	525 Laurens St. SW Aiken, SC 29801	(803-270-6190) tgsb@me.com	Jan. 28, 2025	Kay Brohl
Deborah Taussig-Boehner (2) Home:	525 Barnwell Ave. NW. Aiken, SC 29801	803-645-2265 debbie.taussig.boehner@gmail.com	Jan. 28, 2025	Kay Brohl
Chad Ingram (6) Home:	807 Two Notch Rd SE Aiken, SC 29801	803-648-8831 chad.ingram803@gmail.com	Jan. 28, 2026	Lessie Price
Lela Wulf Home:	171 Three Runs Plantation Dr. Aiken, SC 29803	404-394-8633 lkwulf@icloud.com	Jan. 28, 2025	Lessie Price
Chan Carman (6) Home: Aiken, SC 29801	338 Dupree Place SW chan@theridingschoolaiken.com	(406) 855-9125	Jan. 28, 2026	Ed Girardeau
Georgianna C. Conger (2) Home:	221 Third Avenue SW Aiken, SC 29801	803-507-2014 congersportingart@gmail.com	Jan. 28, 2026	Ed Girardeau
Jill Thomas (6) Home:	910 Two Notch Rd. SE Aiken, SC 29803	803-292-6778 jillybird47@gmail.com	Jan. 28, 2025	Teddy Milner Teddy Milner
Sarah G. Wildasin (6) Home:	553 Sumter St. SE Aiken, SC 29801	203-536-0888 sarahwildasin@yahoo.com	Jan. 28, 2024	Gail Diggs
Dr. Lisa Handy (3) Aiken, SC 29803	951 Powderhouse Rd SE scequinevmd@gbellsouth.net	803-642-9195	Jan. 28, 2025	Gail Diggs
Jack Wetzel (3) Home:	494 Powder House Rd. Aiken, SC 29801	803-642-2533 cjwpdh@aol.com	Jan. 28, 2026	Ed Woltz
Susan Trotter (6) Home:	1011 South Boundary Ave. SE Aiken, SC 2980	917-881-7319 bluedogfarm@aol.com	Jan. 28, 2024	Ed Woltz
Brooke Thomas (6) Home:	819 Azalea Place SE Aiken, SC 29801	803-295-8570 corday2@gmail.com	Jan. 28, 2025	Andrea Gregory

Staff: Mary Tilton

GENERAL AVIATION COMMISSION
 (Two Year Terms)
 (Meets 1st Tuesday Every Other Month at 5 P.M.)

	<u>Address</u>	<u>Telephone No.</u>	<u>Term Expires</u>	<u>Recommended By</u>
Douglas Kucyk (4)				
Home:	229 Summer Winds Cir. Aiken, SC 29803	586-214-6050 dougekucyk@yahoo.com	Sept. 1, 2023	Ed Girardeau
Royal Robbins (3) Chair				
Home:	325 Bissell Road SW Aiken, SC 29801	643-8441 640-6004	Sept. 1, 2025	Teddy Milner
Business:		zipper@zandbenterprises.com		
Butch Roberson (NR)				
Home:	1842 Banks Mill Road Aiken, SC 29803	803-215-5678 butch@2sgtech.com	Sept. 1, 2025	Ed Woltz
Carolyn McPherson (4)				
Home:	867 Steeplechase Road Aiken, SC 29803	312-339-9379 Stillageek1@gmail.com	Sept. 1, 2022	Lessie Price
John E. Owen (6)				
Home:	614 Medinah Drive Aiken, SC 29803	644-9795 292-0986 (c) n4714n@gforcecable.com	Sept. 1, 2024	Gail Diggs
John Rush (4)				
Home:	223 Society Hill Drive Aiken, SC 29803	803-646-4693 john_rush@comcast.net	Sept. 1, 2024	Andrea Gregory
Ansermo L. Arthur (4)				
Home:	25 Juniper Loop	803-295-7406	Sept. 1, 2024	Kay Brohl
Office:		803-641-4874 darthur1621@mac.com		
Staff: Joy Lester				

HOUSING AUTHORITY OF THE CITY OF AIKEN

(Five Year Terms except for Exec. Dir.)

(Meets 3rd Tuesday at 5 P.M.)

	<u>Address</u>	<u>Telephone Number</u>	<u>Term Expires</u>	<u>Recommended By</u>
Chanosha Lawton, Chief Exec. Officer (CEO)				
Business:	Aiken Housing Authority 100 Rogers Terrace	649-6673	Indefinite	
Mailing:	P. O. Box 889 Aiken, SC 29802			
Nathaniel Dicks (1)				
Home:	314 Jehossee Drive Aiken, SC 29801	649-4401	May 28, 2028	Gail Diggs
Business:	Dicks Realty & Assoc. 434 Jones Avenue	645-2729		
John J. Lamprecht (4)				
Home:	103 Sabra Avenue New Ellenton, SC 29809	803-720-1525 john@conciergereservices.com	May 28, 2027	Ed Girardeau
James Gallman (6)				
Home:	607 Oriole Street Aiken, SC 29803	642-2212	May 28, 2024	Lessie Price
Teresa Callahan (2)		(803)		
Home:	622 Washington Circle NW Aiken, SC 29801	474-4998	May 28, 2025	Andrea Gregory
Dr. Sean Alford (resigned)				
Business:	1000 Brookhaven Drive Aiken, SC 29803	761-2269 641-2428 salford@acpsd.net	May 28, 2023	Ed Woltz
Kathryn Wade (3)				
Home:	1010 Hayne Ave. SW Aiken, SC 29801	(803) 295-8585 kathrynmichal63@gmail.com	May 28, 2024	Kay Brohl
Nadira Gary (5) Resident Appointment	446 Greenwich Dr. Aiken, SC 29803	803-979-8177 nadira543@gmail.com	Indefinite	Teddy Milner

PLANNING COMMISSION
 (Two Year Terms)
 (Meets Tuesday after 2nd Monday at 6 P.M.)

	<u>Address</u>	<u>Telephone Number</u>	<u>Term Expires</u>	<u>Recommended By</u>
Dr. Steven F. Simmons (1)				
Home:	60 Greystone Court Aiken, SC 29801	803-552-2441 simmonss72@yahoo.com	Dec. 1, 2025	Gail Diggs
Clayton Clarkson (4)				
Home:	125 Gatewood Drive Aiken, SC 29801	clayton.w.clarkson@gmail.com	Dec.1, 2024	Kay Brohl
Ryan Reynolds (3)				
Home:	3 Brookline Drive Aiken, SC 29803	439-6533 rreynolds@hgreynolds.net	Dec. 1, 2026	Ed Woltz
Business:	H.G. Reynolds Co.	803-641-1401 ext. 220		
Peter Messina (4)				
Home:	1005 Anderson Mill Road Aiken, SC 29803	201-400-3486 peteramessina@gmail.com	Dec. 1, 2024	Andrea Gregory
Jason Rabun (6)				
Home:	957 Oleander Dr. SE Aiken, SC 29801	292-1261 Jason.rabun@gmail.com	Dec. 1, 2023	Teddy Milner
Charles Matthews (NR)				
Home:	120 Rolling Rock Road Aiken, SC 29803	642-3991 cyardpro@msn.com	Dec. 1, 2025	Lessie Price
Sam Erb (3)				
Home:	1556 Dibble Road Aiken, SC 29801	270-6220 same@atlanticbb.net	Dec. 1, 2024	Ed Girardeau
Staff: Marya Moultrie				

RECREATION COMMISSION

(Two Year Terms)

(Meets 3rd Tuesday at 5:30 P.M.- Jan., Feb, Apr, May, Aug, Oct, Dec)

	<u>Address</u>	<u>Telephone No.</u>	<u>Term Expires</u>	<u>Recommended By</u>
Charles C. Cummings				
Home:	170 Foxhaven Drive Aiken, SC 29803	803-270-3985 (c) triplec514@gmail.com	Sept. 1, 2025	Gail Diggs
Lori Comshaw (3)				
Home:	1106 Bellreive Drive Aiken, SC 29803	803-443-9771 lori@loricomshaw.com	Sept. 1, 2025	Kay Brohl
Hoyle Glenn Parker (NR)				
Home:	5029 Foxs Lair Aiken, SC 29803	803-215-1760 hglennparker@atlanticbb.net	Sept. 1, 2024	Ed Girardeau
Suzanne Haslup (6) Chair				
Home:	452 Kershaw Place SE		Sept. 1, 2018	Ed Woltz
Mailing:	P.O. Box 967 Aiken, SC 29802	215-0153 skoakwood@aol.com		
John Pettigrew (5)				
Home:	120 Basswood Drive Aiken, SC 29803	803-480-3900 mikewbeckner@gmail.com	Sept. 1, 2023	Teddy Milner
Susan Schifer (5)				
Home:	118 Maple Circle Aiken, SC 29803	803-439-4889 leeandsuz@gmail.com	Sept. 1, 2022	Andrea Gregory
John L. Wallace (NR)				
Home:	131 Midway Circle Aiken, SC 29803	803-979-0756 enterprises1923@gmail.com	Sept. 1, 2025	Lessie Price
Staff: Rasheka Gaines				
YOUTH MEMBERS:				
Bailey Edwards	bedwards@meadhallschool.org	706-830-7890		
Grey Larlee	larleeG2@student.acpsd.net	803-349-5023		

SENIOR COMMISSION
 (Two Year Terms)
 (Meets 8:00 A.M. Fourth Tuesday)

	<u>Address</u>	<u>Telephone No.</u>	<u>Term Expires</u>	<u>Recommended By</u>
Aimee Hanna (6) Business: (Council on Aging)	1310 East Pine Log Road Aiken, SC 29803	803-998-9175 ahanna@aikensenior.org	March 14, 2026	Gail Diggs
William Price (2) Home: (Education)	1550 Redd Street NW Aiken, SC 29801	648-3585 wcarterprice@yahoo.com	March 14, 2026	Teddy Milner
Kathy Heath Home: (At Large)	144 Sweetbay Court Aiken, SC 29803	803-743-2207	March 14, 2025	Andrea Gregory
Laura Thomas (NR) Home: (At Large)	1007 Wildwood Rd. Aiken, SC 29801	(803) 640-7099 lauraaikenproperties@gmail.com	March, 14, 2025	Kay Brohl
Scott Truitt (3) Home:	547 Woods Bend Cir. Aiken, SC 29803	803-292-0681 truitt.scott@yahoo.com	March 14, 2026	Ed Girardeau
Margaret Kopp (4) Home (medical)	208 Pinckney Place Aiken, SC 29803	803-593-5143 aikeninfo@bentonhouse.com	March 14, 2023	Ed Woltz
Bonita Peele (1) Home	190 Bushwillow Circle Aiken, SC 29801	803-443-8860 soaringspirit.btp@gmail.com	March 14, 2026	Lessie Price

Staff: Rasheka Gaines

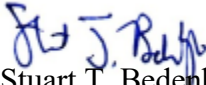
THE CITY OF AIKEN

Memorandum

Date: 22 Apr 2024
To: City Council
From: Stuart T. Bedenbaugh, City Manager
Subject: Second Reading and Public Hearing of a Ordinance Amending the FY 2023-24 Budget.

On April 2, we sold the Municipal Building at 214 Park Avenue SW to Aiken County for \$2.4 million. We received these proceeds and now need to amend our FY 2023-24 budget. First, we will need to repay our Franchise Fee Fund \$1.75 million. Second, we will place \$450,000 of the proceeds into our building depreciation account. Third, we will set aside \$200,000 for our zoning ordinance rewrite, which will begin in earnest this year and take approximately 2 years to complete. Finally, we will use \$100,000 to pay Dominion Energy for undergrounding of electric utilities.

City Council approved this ordinance on first reading at the April 8, 2024, meeting. For Council consideration is second reading and public hearing of an ordinance amending the FY 2023-24 budget.


Stuart T. Bedenbaugh
City Manager

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE BUDGET OF THE CITY OF AIKEN FOR THE FISCAL YEAR BEGINNING JULY 1, 2023, AND ENDING JUNE 30, 2024 FOR THE GENERAL FUND AND FRANCHISE FEE FUND.

THE COUNCIL OF THE CITY OF AIKEN HEREBY ORDAINS:

Section 1: That the Budget of the City of Aiken for the fiscal year beginning July 1, 2023, and ending June 30, 2024, designated as Ordinance No. 06122023A will be and hereby is amended so as to show expenses and revenues as follows for the General Fund and Franchise Fee Fund.

General Fund:

Increase 001-1701-417-32-10	Professional Services	\$ 200,000
Increase 001-1901-419-59-02	Building Depreciation	\$ 450,000
Increase 001-0000-366-10-60	Sale of Property	\$ 650,000

Franchise Fee Fund:

Increase 066-3130-433-75-13	Undergrounding	\$ 99,665
Increase 066-1901-419-72-02	Building Improvements	\$ 1,650,335
Increase 066-0000-366-10-60	Sale of Property	\$ 1,750,000

Section 2: That in all other respects, except as hereby and heretofore amended, the Budget for the City of Aiken for the fiscal year beginning July 1, 2023, and ending June 30, 2024, shall remain in full force and effect.

Section 3: That this ordinance shall become effective upon adoption by the Council of the City of Aiken.

Section 4: That all Ordinances or parts of ordinances in conflict herewith are hereby repealed.

ADOPTED by the Council of the City of Aiken at regular meeting held this ____ day of _____ April _____, 2024, at which a quorum was present and voting.

INTRODUCTION AND FIRST READING: _____ April 8, 2024

SECOND READING AND ADOPTION: _____

MAYOR

APPROVED:

ATTEST:

CITY ATTORNEY

CITY CLERK

I:\Ordinances\Budget - Amendment 2023-24 Budget -Sale of 214 Park Ave. SW-General Fund -Franchise FeeFund 2024-04-08.doc

Memo

To: Stuart T. Bedenbaugh, City Manager
From: Kymberley N. Rooks, CGFO, Director of Finance
Date: April 02, 2024
Re: Budget Adjustment - General Fund, Franchise Fee Fund

In January of this year, City Council approved the sale of 214 Park Avenue, Southwest, the former Aiken Municipal Building, to Aiken County for a total price of \$2,400,000. Aiken County closed on this property on April 2nd, 2024. The City received the funds for the building. An amendment to the budget is necessary to recognize revenues from this sale. Previously, during the renovation and purchase of the new municipal building at 111 Chesterfield Street, South, fund balance of \$1,750,000 from the Franchise Fee Fund was used to complete necessary work. City Council decided that those funds be returned to that fund upon the sale of the 214 Park Avenue. It is also recommended that building depreciation funds of \$450,000 be replenished, \$200,000 be set aside for a Zoning Ordinance update and \$99,665 be used for payment for undergrounding of utilities to Dominion. The fiscal year 2023-24 budget does not include these funds.

The budget will need to be amended to:

Increase	001-1701-417-32-10 Professional Services	\$ 200,000
Increase	001-1901-419-59-02 Building Depreciation	\$ 450,000
Increase	001-0000-366-10-60 Sale of Property	\$ 650,000
Increase	066-3130-433-75-13 Undergrounding	\$ 99,665
Increase	066-1901-419-72-02 Building Improvements	\$1,650,335
Increase	066-0000-366-10-60 Sale of Property	\$1,750,000

Please contact me if you have any questions or need any additional information.

THE CITY OF AIKEN**Memorandum**

Date: 22 Apr 2024
To: City Council
From: Stuart T. Bedenbaugh, City Manager
Subject: First Reading and Public Hearing of an Ordinance Authorizing the City of Aiken to Grant Easements to H and W Partnership, LLC.

In May, 2023, Council granted an easement for a driveway of approximately 0.25 acre across property owned by the City of Aiken in Verenes Industrial Park to Bear Mountain, LLC. At the time Bear Mountain LLC owned property located on Columbia Highway North (US 1) between the City-owned Verenes Industrial Park and the Center Fire Department. Since that time ownership of the property on Columbia Highway has changed to H and W Partnership, LLC and H and W Partnership is now requesting that they be granted the same easement for a driveway to the property on Columbia Highway.

Surveying and title work by H and W Partnership LLC shows that two easements will need to be granted by the City due to the uniquely shaped right of way. Easement A is approximately 0.25 acre and Easement B is 0.08 acre.

Previously access to the property was discussed with City staff and SCDOT and because access to the highway was problematic due to this parcel's proximity to the intersection of Windham Boulevard and US 1, it was determined that placement of a driveway off of Windham Boulevard was the best access point to the property.

For Council consideration is first reading and public hearing of an ordinance authorizing the City of Aiken to grant easements for a driveway across Verenes Industrial Park property to H and W Partnership, LLC for access to adjacent property they own on Columbia Highway.


Stuart T. Bedenbaugh
City Manager

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE CITY OF AIKEN TO GRANT EASEMENTS TO H AND W PARTNERSHIP, LLC.

WHEREAS, The City of Aiken is the owner of the real estate located in Verenes Industrial Park shown on the attached Deed of Easement set forth in Exhibit "A" located in Aiken County, South Carolina; and

WHEREAS, H and W Partnership, LLC. [hereinafter H and W] desires to procure easements across the property owned by the City of Aiken in order to allow them to install a driveway to provide access to their property which is adjacent to the property owned by the City of Aiken, said easements being shown more particularly in Exhibit "A;" and

WHEREAS, the Director of Engineering has recommended to the City Council that the easements be granted to allow this necessary driveway access to the property owned by H and W; and

WHEREAS, the Council of the City of Aiken has determined that granting the easements to H and W is essential to the general health, safety, welfare and economic stability of the City and is in the best interest of its citizens;

NOW, THEREFORE, THE COUNCIL OF THE CITY OF AIKEN HEREBY ORDAINS THAT:

Section 1: The City of Aiken is authorized to grant easements to H and W as more particularly shown in Exhibit "A" which is attached hereto and incorporated herein by reference.

Section 2: The Mayor shall be authorized to execute any and all instruments necessary to give this ordinance its full force and effect, including a Deed of Easement to be recorded in the Office of the RMC for Aiken County.

Section 3: All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed to the extent necessary to give the provisions of this ordinance its full force and effect.

Section 4: This ordinance shall become effective upon adoption by the Council of the City of Aiken.

ADOPTED by the Council of the City of Aiken at regular meeting held this _____ day of _____, 2024, at which a quorum was present and voting.

INTRODUCTION AND FIRST READING: _____ April 22, 2024

SECOND READING AND ADOPTION: _____

MAYOR

APPROVED:

ATTEST:

CITY ATTORNEY

CITY CLERK

I:\Ordinances\Deed-Easement-Ord.-H&W Partnership LLC-Driveway Easement-Verenes Industrial Park-Windham Boulevard
2024-04-22.doc

Space above for recording use only

STATE OF SOUTH CAROLINA

)

DEED OF EASEMENT

)

COUNTY OF AIKEN

)

KNOW ALL MEN BY THESE PRESENTS, THAT

THE CITY OF AIKEN, (hereinafter “Grantor”), a body politic and a municipal corporation of the State of South Carolina, in the State aforesaid, for and in consideration of the sum of **ONE AND NO/100THS DOLLARS (\$1.00)** and this Deed of Easement and no other consideration, to it in hand paid at and before the sealing of these presents by **H AND W PARTNERSHIP, LLC**, a South Carolina limited liability company, (hereinafter “Grantee”), the receipt whereof is hereby acknowledged, have granted, bargained, sold and released, and by these presents do grant, bargain, sell and release unto Grantee, its successors, heirs and assigns forever, a non-exclusive, perpetual easement which non-exclusive easement is more particularly described as follows:

ALL those certain pieces, parcels or lots of land, situate, lying and being in the City of Aiken, County of Aiken, State of South Carolina, for the purposes of pedestrian and vehicular access, ingress and egress in, to, over, across and through, and shown and designated as Easement “A” containing 0.25 acres, more or less, and Easement “B” containing 0.08 acre, more or less, as is shown on a plat of easements prepared for H and W Partnership, LLC, by Carolina Land Surveying, LLC, dated January 31, 2024, and recorded March ____, 2024, in Plat Book ____, at Page ____, records of the Office of the ROD for Aiken County, South Carolina, with reference being made to said plat for a more complete and accurate description of the subject easement.

Grantee’s Address: _____

TOGETHER with all and singular, the Rights, Members, Hereditaments and Appurtenances to said Easement belonging to, or in anywise incident or appertaining.

TO HAVE AND TO HOLD, all and singular, the said Easement rights before mentioned unto the said Grantee, its, Successors, Heirs and Assigns forever.

AND the said Grantor does hereby bind itself and its Successors, Assigns, Executors and Administrators, to warrant and forever defend, all and singular, said Easement unto Grantee, its Successors, Heirs and Assigns, as hereinabove provided, against it and its Successors, Assigns, Executors and Administrators, and all others claiming under it or them.

[SIGNATURE PAGES FOLLOW]

WITNESS my hand and seal this _____ day of March, 2024.

**SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:**

THE CITY OF AIKEN, a body politic and a
municipal corporation of the State of South
Carolina

(Witness)

BY: _____ (L.S.)

Print:

Its: Mayor

(Witness)

STATE OF SOUTH CAROLINA)
)
COUNTY OF AIKEN)

ACKNOWLEDGMENT

I, the undersigned Notar Public, do certify that _____, Mayor of **The City of Aiken, on behalf of the City of Aiken, a body politic and a municipal corporation of the State of South Carolina**, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

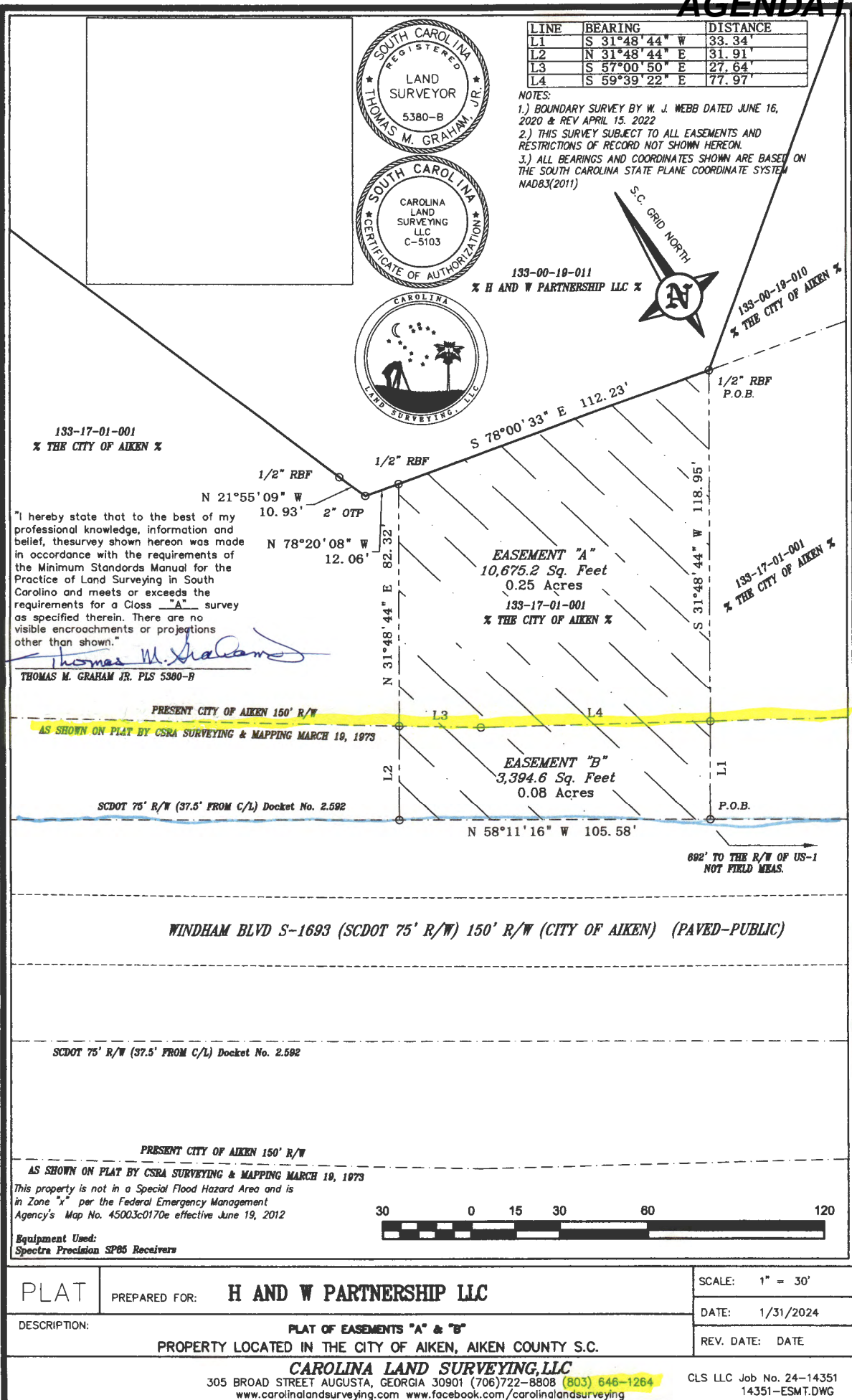
Witness my hand and official seal the _____ day of March, 2024.

(L.S.)

Notary Public for State of: _____

My commission expires: _____

Return to: Bradley L. Boni/lpm



THE CITY OF AIKEN

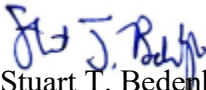
Memorandum

Date: 22 Apr 2024
To: City Council
From: Stuart T. Bedenbaugh, City Manager
Subject: Approval of a Resolution Authorizing the City Manager to Serve as the Contract Authority for the City of Aiken's Local Public Agency Administrator Process with the South Carolina Department of Transportation..

As part of our Transportation Alternative Program for the Abbeville Avenue and Sumter Street Intersection and sidewalk Improvements and the Colleton Avenue and Charleston Street Intersection Improvements, we are pursuing a Local Public Agency Administrator designation from SCDOT, which will help the project run more efficiently locally. Ultimately, it would allow us to utilize a staff person to serve as project administrator instead of relying on employees at SCDOT, which are managing multiple projects around South Carolina.

As part of this application process, a resolution must be passed to designate a contract authority which would allow for the ability to enter into the project agreement with SCDOT. A resolution has been drafted to designate the City Manager as that person.

For Council approval is a resolution authorizing the City Manager to serve as the contract authority for the City of Aiken's Local Public Agency Administrator process with the South Carolina Department of Transportation.


Stuart T. Bedenbaugh
City Manager

RESOLUTION: _____

**A RESOLUTION AUTHORIZING THE CITY MANAGER OF THE CITY OF AIKEN
TO SERVE AS CONTRACT AUTHORITY
WITH THE SOUTH CAROLINA DEPARTMENT OF TRANSPORTATION
FOR THE TRANSPORTATION ALTERNATIVE PROGRAM**

WHEREAS, the South Carolina Department of Transportation, [“SCDOT”] is authorized to enter contracts necessary for the proper discharge of its functions and duties; and

WHEREAS, the City of Aiken has requested SCDOT’s assistance in regard to the Transportation Alternative Program Local Public Agency Agreement which will allow the City to manage the project as effectively as possible; and

WHEREAS, SCDOT requires official documentation of contract authority in the form of a resolution as part of this applications process; and

WHEREAS, the City of Aiken agrees that the City Manager should serve as the contract authority for the Transportation Alternative Program pending direction from the Council of the City of Aiken; and

WHEREAS, the Council of the City of Aiken has concluded that authorizing the City Manager to serve as contract authority with SCDOT is essential to the general health, safety, welfare and economic stability of the City and is in the best interest of its citizens;

NOW, THEREFORE, BE IT RESOLVED that the Council of the City of Aiken hereby authorizes the City Manager to serve as the Contract Authority for the Transportation Alternative Program as part of the Local Public Agency Agreement process.

ADOPTED by the Council of the City of Aiken at regular meeting held this 22nd day of April, 2024, at which a quorum was present and voting.

MAYOR

APPROVED:

ATTEST:

CITY ATTORNEY

CITY CLERK

MEMORANDUM

Date : April 22, 2024

To : Stuart T. Bedenbaugh, City Manager

From : Danielle Fox, Capital Projects Sales Tax Manager

Subject: Approval of a Resolution Authorizing the City Manager to Serve as the Contract Authority for the City of Aiken's Local Public Agency Administrator Process With the South Carolina Department of Transportation.

As part of the Abbeville Avenue and Sumter Street Intersection Improvements and the Colleton Avenue and Charleston Street Intersection Improvements, we are pursuing a Local Public Agency Administrator designation from South Carolina Department of Transportation (SCDOT), which will help the project run more efficiently locally. Ultimately, it will allow us to utilize a staff person to serve as project administrator instead of relying on employees at SCDOT, which are managing multiple projects throughout South Carolina.

As part of this application process, a resolution must be passed to designate a contract authority which will allow for the ability to enter into the project agreement with SCDOT. A resolution has been drafted to designate the City Manager as that person.

For Council approval is a resolution authorizing the City Manager to serve as the contract authority for the City of Aiken's Local Public Agency Administrator process with the South Carolina Department of Transportation (SCDOT).

THE CITY OF AIKEN

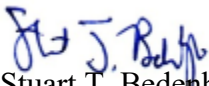
Memorandum

Date: 22 Apr 2024
To: City Council
From: Stuart T. Bedenbaugh, City Manager
Subject: Approval of a Resolution Authorizing Application to S.C. Water Quality Revolving Fund for a Loan for Construction of a New Water Plant.

City Council has approved the funding for the construction of a new water treatment plant to replace the current plant which has been in use since 1954. The funding for the plant has been sourced through appropriate water rate increases, state and federal funding, and through a bond issuance.

City staff were recently contacted by staff from SC DHEC advising us that there was an opportunity to apply for a \$3 million low-interest loan from the State Revolving Fund for the planning and engineering of the water treatment plant. This would allow for the \$3 million allocated for this project to be put toward other infrastructure projects.

For Council consideration is approval of a resolution authorizing application to the S.C. Water Quality Revolving Fund for a loan of up to \$3 million.


Stuart T. Bedenbaugh
City Manager

RESOLUTION _____

A RESOLUTION AUTHORIZING THE CITY OF AIKEN TO MAKE AN APPLICATION TO THE SOUTH CAROLINA WATER QUALITY REVOLVING FUND AUTHORITY FOR A LOAN FROM THE STATE DRINKING WATER REVOLVING LOAN FUND; AND OTHER MATTERS RELATED THERETO

WHEREAS, the South Carolina Water Quality Revolving Fund Authority (the “*State Authority*”) provides low-interest loan financing for the construction of publicly owned drinking water facilities from the State Drinking Water Revolving Loan Fund (the “*Fund*”) pursuant to the Federal Safe Drinking Water Act and Title 48, Chapter 5, Code of Laws of South Carolina 1976, as amended; and

WHEREAS, the City of Aiken, South Carolina (the “*City*”) is a legally constituted municipal corporation in the State of South Carolina and is authorized to incur revenue debt pursuant to Title 6, Chapter 21, Code of Laws of South Carolina 1976, as amended; and

WHEREAS, the City has determined that it is in the best interests of the City to apply to the State Authority for a loan from the Fund (the “*Loan*”); and

WHEREAS, the City has also determined that it may be eligible for other incentives or lower cost loans on the basis that it intends to promote energy efficiency and other “green” initiatives;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Aiken (the “*City Council*”), the governing body of the City, in a meeting duly assembled:

1. The City Council hereby authorizes the City Manager to complete, and the Mayor to execute and submit an application to the State Authority for a loan from the Fund in the amount of approximately \$3,000,000 to defray a portion of the cost of the Shaws Creek Water Treatment Plant Project, including but not limited to the design and engineering thereof (the “*Project*”). The City Manager is authorized to take such actions as may be necessary or convenient to complete the application process, including those things necessary to qualify the Project for energy efficient or other “green” incentives.

2. The City will grant to the State Authority a pledge of, and lien on, the net revenues of the City’s water and sewer system for repayment of the Loan.

3. The final terms and conditions of the Loan and the Loan documents shall be subject to the approval of the City Council.

DONE IN MEETING DULY ASSEMBLED, this 22nd day of April 2024.

CITY OF AIKEN, SOUTH CAROLINA

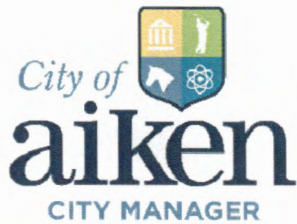
Mayor

(SEAL)

Attest:

Municipal Clerk
City of Aiken, South Carolina

I:\Ordinances\Resolution-State Revolving Fund-Application-Loan-Water Plant 2024-04-22.docx



City Manager's Office
P.O Box 1177
Aiken, South Carolina 29802
803-642-7654

AGENDA ITEM #(2)

111 Chesterfield Street, S.
Aiken, South Carolina 29801
Fax: 803-642-7646
311@cityofaikensc.gov

MEMORANDUM

Date : April 22, 2024

To : Stuart T. Bedenbaugh, City Manager

From : Danielle Fox, Capital Projects Sales Tax Manager

Subject: Approval of a Resolution Authorizing Application to S.C. Water Quality
Revolving Fund for a Loan for Planning and Engineering Design for the
Construction of New Water Plant.

City Council's prioritization of the construction of a new Water Treatment Plant has been evidenced through the purchase of property, pursuit of federal and state funding opportunities and the approval of the bond ordinance to borrow up to \$61 million to support construction of this priority infrastructure project. Council also approved application to the State Revolving Fund (SRF) for a low interest rate (2.4% to 3.5%) loan in the amount of \$27 million in December 2023 which is presently under review.

On Thursday April 11, 2024 staff from South Carolina Department of Health and Environmental Control (DHEC) advised City staff to an opportunity to apply for an additional \$3 Million SRF Loan for planning and design engineering. This would bring the overall total to \$30 Million in SRF Loans. At this time, City Staff requests authorization to apply for a second SRF loan of up to \$3 Million through the South Carolina Water Quality Revolving Fund for the planning and engineering design of a new water plant.

THE CITY OF AIKEN**Memorandum**

Date: 22 Apr 2024
To: City Council
From: Stuart T. Bedenbaugh, City Manager
Subject: A Resolution Authorizing an Amendment of an Agreement with Debra Murphy, Fred Douglas McLean, Kathy M. McLean and Mary Ann Fry.

As we wind down and prepare for the first phase of the Powderhouse Connector project we need to amend our existing agreement with the McLean Family. Attached are the negotiated amendments for Council consideration:

1. Section A(3) is hereby amended to provide that the McLean Family shall execute a limited warranty deed to the City for the portion of the Dedicated Tract known as Phase 1 as shown on Exhibit A, together with the Temporary Easement, either simultaneous with or after (i) the City has confirmed that it has acquired fee simple title to all other real property required to construct the first phase of the Right of Way from South Centennial Avenue to the Dedicated Tract and (ii) the City has fulfilled all of its obligations hereunder.
2. Section B(3) is hereby amended to provide that in addition to the access points shown in the original Agreement, the City will extend the southern roadway from the traffic circle at its cost and expense for a distance of at least 150 feet. In addition, the City shall approve and provide right-in, right-out curb cuts to the parcels fronting on this road stub-out within the 150 foot strip of road being installed by the City.
3. Section B(4) is hereby deleted in its entirety and the following is inserted in lieu thereof:

The McLean Family agrees to annex the remainder of the McLean Tract into the City at a future date to be determined by the McLean Family, its successors and/or assigns. The property containing 65+/- acres shown generally on Exhibit A attached hereto and incorporated herein shall be annexed in with a planned residential zoning classification that permits the McLean Tract to be developed with a mixture of single family and multi-family purposes with at least 600 residential units (the "PR Tract"). For purposes of calculating satisfaction of the open-space requirements required by the planned residential zoning, the PR Tract shall be considered as a whole. In addition, upon site plan approval of the PR Tract, McLean, its successors and/or assigns, may convey all or such portions of the open space to a master association to manage for recreational usage for the remainder of the residents of the PR Tract. All dwelling units shall be constructed in accordance with applicable fire codes and zoning ordinances.

The balance of the McLean Tract containing 16+/- acres shall be annexed in with a General Business zoning designation without special exception or condition except those provided in the City of Aiken's Zoning Ordinance. (Note that Exhibit A is approximate and the exact acreages and boundary lines will be determined by a survey of the property to be prepared prior to annexation.) Those uses set forth on Exhibit B are the sole uses which are permitted by right within the 16+/- acres. In addition, the following design guidelines shall apply:

- (a) Signs must be monument signs that comply with the zoning ordinance (no pole signs).
- (b) The overall architecture, including materials, height, size, and color palette should be harmonious with its surroundings.
- (c) No neon colors are allowed except for minor accents that may be associated with a brand on signage.
- (d) The Planning Department reserves the right to ensure that building setbacks from the roadway are appropriate, and may request a deeper front setback than the typical 30 foot setback from the right-of-way (not to exceed 50 feet).
- (e) The Planning Department reserves the right to ask for a deeper planting strip/buffer for those property boundaries that border residential uses (not to exceed 20 feet).
- (f) All other commercial zoning ordinances apply.

4. Section B(5) is hereby amended to provide that the water and sewer taps shall be installed by the City at locations as determined by McLean. In addition, the Sanitary Sewer Trunk Main Extension plans (Highfill Project No. AIK2104) (the "Sanitary Sewer Plans") shall be revised to reflect that the City installed sanitary sewer line shall only extend to Manhole 9, Station 21+73.35 on sheet C-1.2. McLean must reasonably approve any revisions to the Sanitary Sewer Plans. The City agrees that it shall reserve capacity for at least 199,600 GPD sewer capacity to serve the McLean Tract and all sewer lines and appurtenances to be constructed by the City shall be of a size to insure the aforesaid capacity. This section is also amended to reflect that the City acknowledges that there is reserved 62,000 GPD volume for the George Tract and to the extent that the owners of the George Tract do not require the entirety of the 62,000 GPD, then the McLean Tract may make use of the excess. In the event of a moratorium or a proposed moratorium which would affect the aforesaid sewer capacity, the City agrees that the McLean Tract shall be granted priority for obtaining the necessary capacity to fulfill the City's commitments hereunder.

5. Section B(6) is hereby amended to provide that the City shall provide to McLean copies of all plans and specifications for construction of the Right of Way, including, but not limited to, construction type, green space, bike lanes, sidewalks, landscaping within the roundabout and drainage plans.

6. Section B(7)(a) is hereby amended to provide that the City will guarantee sufficient capacity in the City Pond to service the portion of the McLean Tract shown on Exhibit C of the original Agreement containing 10.91+/- acres when fully developed for its intended use (regardless of flows coming from other properties besides the McLean Tract). To facilitate such use of the City Pond by the McLean Property and to move stormwater from the McLean Property through the Watson Property, and in accordance with (Watson MOA description / date), the City shall install a pipe from the City Pond to a point between the McLean Property boundary and a future road on the Watson Property. The City shall be solely responsible for performing the work and paying for all costs and expenses of the same; provided, however, that McLean shall be responsible for installation of all additional piping or approved conveyance for discharge from the McLean Tract to the pipe inlet to be installed by City. The City shall also be responsible for securing and providing any necessary easements to allow for installation of the additional pipe or conveyance by McLean and the discharge of stormwater from the boundary of the McLean Tract to the City Pond.

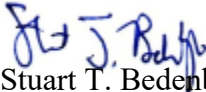
7. Section C is hereby amended to amend the date of October 1, 2023 to June 1, 2024. In addition, the following is hereby added to Section C:

In the event that any portion of the Dedicated Tract is not needed for construction of the Right of Way, McLean shall have the right to repurchase the same at the original purchase price paid by the City.

8. The following provisions are hereby added to the Agreement

- (i) McLean shall be kept apprised of the status of all negotiations with other property owners conveying property for any portion of the Right of Way or City Pond, including the price to be paid by the City for such land.
- (ii) McLean and City will agree on signage rights needed for the proposed development of the McLean Tract, including temporary marketing signage on the Dedicated Tract.
- (iii) The engineering plans for the second phase of the Right of Way (being the portion leading from the Dedicated Tract to Powderhouse Road) shall be provided to McLean no later than June 30, 2025.

For Council consideration is a resolution authorizing an amendment of an agreement with Debra Murphy, Fred Douglas McLean, Kathy M. McLean and Mary Ann Fry.


Stuart T. Bedenbaugh
City Manager

RESOLUTION

**A RESOLUTION AUTHORIZING THE CITY OF AIKEN
TO ENTER INTO AN AMENDED AGREEMENT REGARDING DEDICATION
AND DEVELOPMENT OF PROPERTY WITH THE MCLEAN FAMILY**

WHEREAS, the City of Aiken intends to construct a road right of way that will extend from the right of way known as South Centennial Avenue [a City maintained road] to the Powderhouse Road Extension [to be constructed]; and

WHEREAS, the City Council entered into an initial agreement with Debra Murphy, Fred Douglas McLean, Kathy M. McLean and Mary Ann Fry [the “McLean Family”] in November 2022 and both parties recognize it should be amended; and

WHEREAS, the proposed route for the right of way crosses over property owned by Debra Murphy, Fred Douglas McLean, Kathy M. McLean and Mary Ann Fry [the “McLean Family”]; and

WHEREAS, the City of Aiken and the McLean Family desire to enter into the Amended Agreement Regarding Dedication and Development of Property [“the Agreement”], a copy of which is attached hereto as Exhibit “A” and incorporated herein by reference; and

WHEREAS, the Council of the City of Aiken has concluded that entering into this Agreement with the McLean Family is essential to the general health, safety, welfare and economic stability of the City and is in the best interest of its citizens;

NOW, THEREFORE, BE IT RESOLVED that the Council of the City of Aiken hereby authorizes the City of Aiken to enter into this Amended Agreement with the McLean Family as set forth in Exhibit “A.” The Mayor of the City of Aiken, by and with the attestation of the City Clerk, is authorized to execute any and all documents necessary to put this Agreement into effect.

ADOPTED by the Council of the City of Aiken at regular meeting held this ____ day of _____, 2024, at which a quorum was present and voting.

MAYOR

APPROVED:

ATTEST:

CITY ATTORNEY

CITY CLERK

I:\Ordinances\Resolution-Agreement-MOU-McLean Family-Powderhouse Connector 2024-04-22.docx

**AMENDMENT TO
AGREEMENT REGARDING
DEDICATION AND DEVELOPMENT OF PROPERTY**

WHEREAS, the City of Aiken (the “City”) and Debra Murphy, Fred Douglas McLean, Kathy M. McLean and Mary Ann Fry (the “McLean Family”) entered into that certain Agreement Regarding Dedication and Development of Property executed by the McLean Family on November 2, 2022 and by the City on November 21, 2022, which was subsequently recorded March 3, 2023 in Record Book 5076, Page 2310, Aiken County Records (the “Agreement”); and

WHEREAS, the parties to the Agreement desire to amend the Agreement in certain respects;

NOW, THEREFORE, for good and adequate consideration, the receipt and sufficiency of which is hereby acknowledged both parties hereby agree to the following amended terms of the Agreement:

1. Section A(3) is hereby amended to provide that the McLean Family shall execute a limited warranty deed to the City for the portion of the Dedicated Tract known as Phase 1 as shown on Exhibit A, together with the Temporary Easement, either simultaneous with or after (i) the City has confirmed that it has acquired fee simple title to all other real property required to construct the first phase of the Right of Way from South Centennial Avenue to the Dedicated Tract and (ii) the City has fulfilled all of its obligations hereunder.

2. Section B(3) is hereby amended to provide that in addition to the access points shown in the original Agreement, the City will extend the southern roadway from the traffic circle at its cost and expense for a distance of at least 150 feet. In addition, the City shall approve and provide right-in, right-out curb cuts to the parcels fronting on this road stub-out within the 150 foot strip of road being installed by the City.

3. Section B(4) is hereby deleted in its entirety and the following is inserted in lieu thereof:

The McLean Family agrees to annex the remainder of the McLean Tract into the City at a future date to be determined by the McLean Family, its successors and/or assigns. The property containing 65+/- acres shown generally on Exhibit A attached hereto and incorporated herein shall be annexed in with a planned residential zoning classification that permits the McLean Tract to be developed with a mixture of single family and multi-family purposes with at least 600 residential units (the “PR Tract”). For purposes of calculating satisfaction of the open-space requirements required by the planned residential zoning, the PR Tract shall be considered as a whole. In addition, upon site plan approval of the PR Tract, McLean, its successors and/or assigns, may convey all or such portions of the open space to a master association to manage for recreational usage for the remainder of the residents of the PR Tract. All dwelling units shall be constructed in accordance with applicable fire codes and zoning ordinances.

The balance of the McLean Tract containing 16+/- acres shall be annexed in with a General Business zoning designation without special exception or condition except those provided in the City of Aiken’s Zoning Ordinance. (Note that Exhibit A is approximate and the exact acreages and boundary lines will be determined by a

survey of the property to be prepared prior to annexation.) Those uses set forth on Exhibit B are the sole uses which are permitted by right within the 16+/- acres. In addition, the following design guidelines shall apply:

- (a) Signs must be monument signs that comply with the zoning ordinance (no pole signs).
- (b) The overall architecture, including materials, height, size, and color palette should be harmonious with its surroundings.
- (c) No neon colors are allowed except for minor accents that may be associated with a brand on signage.
- (d) The Planning Department reserves the right to ensure that building setbacks from the roadway are appropriate, and may request a deeper front setback than the typical 30 foot setback from the right-of-way (not to exceed 50 feet).
- (e) The Planning Department reserves the right to ask for a deeper planting strip/buffer for those property boundaries that border residential uses (not to exceed 20 feet).
- (f) All other commercial zoning ordinances apply.

4. Section B(5) is hereby amended to provide that the water and sewer taps shall be installed by the City at locations as determined by McLean. In addition, the Sanitary Sewer Trunk Main Extension plans (Highfill Project No. AIK2104) (the "Sanitary Sewer Plans") shall be revised to reflect that the City installed sanitary sewer line shall only extend to Manhold 9, Station 21+73.35 on sheet C-1.2. McLean must reasonably approve any revisions to the Sanitary Sewer Plans. The City agrees that it shall reserve capacity for at least 199,600 GPD sewer capacity to serve the McLean Tract and all sewer lines and appurtenances to be constructed by the City shall be of a size to insure the aforesaid capacity. This section is also amended to reflect that the City acknowledges that there is reserved 62,000 GPD volume for the George Tract and to the extent that the owners of the George Tract do not require the entirety of the 62,000 GPD, then the McLean Tract may make use of the excess. In the event of a moratorium or a proposed moratorium which would affect the aforesaid sewer capacity, the City agrees that the McLean Tract shall be granted priority for obtaining the necessary capacity to fulfill the City's commitments hereunder.

5. Section B(6) is hereby amended to provide that the City shall provide to McLean copies of all plans and specifications for construction of the Right of Way, including, but not limited to, construction type, green space, bike lanes, sidewalks, landscaping within the roundabout and drainage plans.

6. Section B(7)(a) is hereby amended to provide that the City will guarantee sufficient capacity in the City Pond to service the portion of the McLean Tract shown on Exhibit C of the original Agreement containing 10.91+/- acres when fully developed for its intended use (regardless of flows coming from other properties besides the McLean Tract). To facilitate such use of the City Pond by the McLean Property and to move stormwater from the McLean Property through the Watson Property, and in accordance with (Watson MOA description / date), the City shall install a pipe from the City Pond to a point between the McLean Property boundary and a future road on the Watson Property. The City shall be solely responsible for performing the work and paying for all costs and expenses of the same; provided, however, that McLean shall be responsible for installation of all additional piping or approved conveyance for discharge from the McLean Tract to the pipe inlet to be installed by City. The City shall also be responsible for securing and providing any necessary easements to allow for installation of the additional pipe or conveyance by McLean and the discharge of stormwater from the boundary of the McLean Tract to the City Pond.

7. Section C is hereby amended to amend the date of October 1, 2023 to June 1, 2024. In addition, the following is hereby added to Section C:

In the event that any portion of the Dedicated Tract is not needed for construction of the Right of Way, McLean shall have the right to repurchase the same at the original purchase price paid by the City.

8. The following provisions are hereby added to the Agreement

- (i) McLean shall be kept apprised of the status of all negotiations with other property owners conveying property for any portion of the Right of Way or City Pond, including the price to be paid by the City for such land.
- (ii) McLean and City will agree on signage rights needed for the proposed development of the McLean Tract, including temporary marketing signage on the Dedicated Tract.
- (iii) The engineering plans for the second phase of the Right of Way (being the portion leading from the Dedicated Tract to Powderhouse Road) shall be provided to McLean no later than June 30, 2025.

9. To the extent not defined herein, any capitalized terms shall have the meaning as set forth in the Agreement. In the event of a conflict between the Agreement and this Amendment, the terms of the Amendment shall control. Except as expressly set forth herein, the Amendment remains in full force and effect without modification.

[Signatures Commence on Next Page]

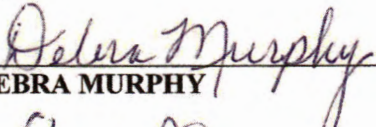
CITY OF AIKEN

By: _____
Its: _____

Date

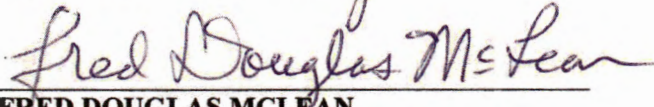
Attest: _____
Its: _____

Date




DEBRA MURPHY

Date



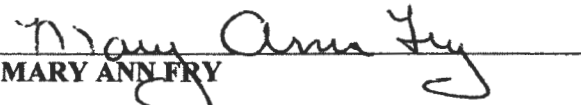
FRED DOUGLAS MCLEAN

Date



KATHY M. MCLEAN

Date



MARY ANN FRY

Date

EXHIBIT A

ANNEXATION ZONING BOUNDARIES

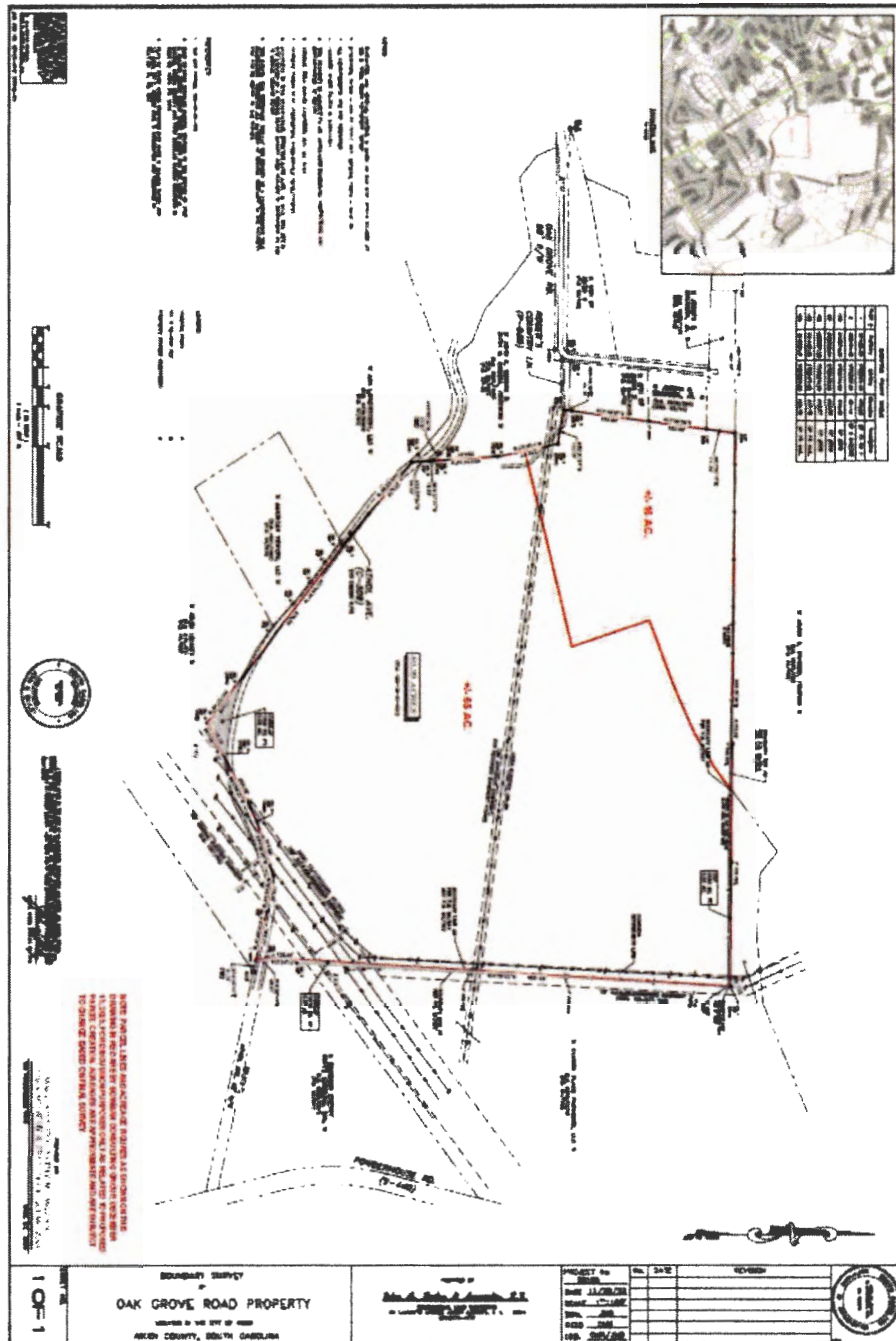


EXHIBIT B

GENERAL BUSINESS PERMITTED USES

3.1.6. - Nonresidential District Use Table.

USE TABLE KEY:		
P = Use Permitted By Right	C = Conditional Use	◆ If allowed through approval of a concept plan by City Council.
SE = Special Exception Use	— = Not permitted	

USE CATEGORY	SPECIFIC USE	LP	LB	O	GB	PC	DB	PI	LI	LM	I	PMI	PR	HD	OS	Design Stds.
Household Living	Single-Family, Detached	P	P	C	—	C	P	◆	SE	SE	SE	◆	◆	SE	See 3.1.3	3.3.21
	Duplex	P	P	C	—	C	P	◆	SE	SE	SE	◆	◆	SE		3.3.8
	Single-Family, Attached	P	P	C	—	C	P	◆	C	SE	SE	◆	◆	SE		3.3.20
	Multifamily	—	—	SE	SE	P	P	◆	P	SE	SE	◆	◆	—		
	Group Home, Type 1	P	P	C	C	C	P	◆	SE	SE	SE	◆	◆	SE		3.3.11
	Upper-Story Residential	P	P	C	C	C	P	◆	C	SE	SE	◆	◆	SE		3.3.26
Group Living	Group Home, Type 2	—	—	C	C	C	SE	◆	—	—	—	◆	◆	—	See 3.1.3	3.3.12
	Group Home, Type 3	—	—	—	SE	—	SE	◆	—	—	—	◆	◆	—		3.3.12
	Nursing or Convalescent Home	SE	SE	P	P	—	SE	◆	—	—	—	◆	◆	—		
	Residential Assisted Living Facility	—	—	P	P	P	P	◆	SE	SE	SE	◆	◆	—		
	All Other Group Living	—	—	P	P	P	P	◆	SE	SE	SE	◆	◆	SE		3.3.13
HORSE-RELATED USES (See 3.2.3)																
Horses	Equestrian Facility (Polo, Dressage, Race Track, Training Facility)	—	—	—	—	—	—	P	P	P	◆	◆	P	See 3.1.3		
	Equine Hospital, Surgical Facility, Farrier	—	—	—	—	—	—	P	P	P	◆	◆	P			
	Riding or Driving School	—	—	—	—	—	—	P	P	P	◆	◆	P			

	Stable, Commercial	—	—	—	—	SE	—	C	C	C	◆	◆	C	3.3.22
	Stable, Pleasure	SE	SE	—	—	—	—	C	C	C	◆	◆	C	3.3.23
	Tack Shops (Ord. 05142001A)	—	—	—	P	P	P	—	P	P	—	◆	◆	SE
PUBLIC AND CIVIC USES (See 3.2.4)														
Community Service	All Community Service	SE	SE	SE	SE	SE	SE	◆	P	—	—	◆	◆	—
Day Care	All Day Care	C	C	C	C	C	C	◆	C	C	—	◆	◆	—
Educational Facilities	College, Other Higher Educational Facility	SE	SE	P	P	P	P	◆	—	—	—	◆	◆	—
	School, Public or Private	SE	SE	P	P	P	P	◆	—	—	—	◆	◆	—
Government Facilities	Ambulance Service	—	—	P	P	P	SE	—	P	P	P	◆	◆	—
	City Public Project	P	P	P	P	P	P	◆	P	P	P	—	—	P
	All Other Public Projects	SE	SE	SE	SE	SE	SE	◆	SE	SE	SE	◆	◆	—
Hospitals	All Hospitals	—	—	P	P	P	SE	—	—	—	—	◆	◆	—
Institutions	Religious Institution	SE	SE	P	P	P	P	◆	P	P	—	◆	◆	—
	All Other Institutions	SE	SE	SE	SE	P	SE	◆	—	—	—	◆	◆	—
Parks and Open Areas	Cemetery	SE	SE	SE	SE	—	SE	—	—	—	—	◆	◆	—
	Golf Course	P	P	—	—	—	—	—	—	—	—	◆	◆	—
	Private Noncommercial Recreation, Country Club	SE	SE	P	P	P	P	—	—	—	—	◆	◆	—
	Passive Open Space	P	P	P	P	P	P	—	P	P	P	◆	◆	P
Passenger Terminal	All Passenger Terminals	—	—	—	—	SE	—	SE	SE	SE	◆	◆	—	—
Utilities	Major Non-City Utility	—	—	—	—	SE	SE	—	P	P	P	◆	◆	—
	Minor Utility	P	P	P	P	P	P	—	P	P	P	◆	◆	P
	Telecommunications Antenna (new or on existing structure)	C	C	C	C	C	C	—	P	P	P	◆	◆	—

	Telecommunications Tower	—	—	SE	—	SE	—	—	C	C	C	◆	◆	—	3.3.24
COMMERCIAL USES (See 3.2.5)															
Eating Establishments	With Drive-Through	—	—	—	P	P	—	—	SE	SE	SE	◆	◆	—	
	With Seating, No Drive-Through	—	C	SE	P	P	P	—	P	SE	SE	◆	◆	SE	3.3.9
	Without Seating or Drive-Through	—	C	P	P	P	P	—	SE	SE	SE	◆	◆	SE	3.3.9
Entertainment, Outdoor	All Outdoor Entertainment	—	—	—	C	C	SE	—	C	C	C	◆	◆	—	3.3.19
Office	Health Services Except Hospitals	P	P	P	P	P	P	—	—	—	—	◆	◆	—	
	Other Offices	P	P	P	P	P	P	—	—	—	—	◆	◆	—	
Overnight Accommodation	Bed and Breakfast, Home Stay (up to 3 rooms)	SE	—	—	—	—	—	—	P	—	—	◆	◆	—	3.3.4
	Bed and Breakfast Inn (4 to 10 rooms)	SE	SE	P	P	P	P	—	P	—	—	◆	◆	—	3.3.4
	Bed and Breakfast Meeting Facility	SE	—	—	—	—	—	—	P	—	—	◆	◆	—	3.3.4
	Hotel, Inn or Motel	—	—	SE	P	P	P	—	SE	—	—	◆	◆	—	
Parking, Commercial	All Commercial Parking	—	—	—	—	P	P	—	P	P	P	◆	◆	—	
Retail Sales and Service	Adult Business	—	—	—	—	—	—	—	—	—	SE	—	—	—	3.3.2
	Bank with Drive-through	—	—	P	P	P	P	—	—	—	—	◆	◆	—	
	Bank without Drive-through	—	C	P	P	P	P	—	—	—	—	◆	◆	—	3.3.3
	Convenience Store	—	—	SE	P	P	P	—	SE	—	—	◆	◆	—	3.3.6
	Copy Shop, Quick Printer, Quick Sign Shop	—	P	P	P	P	P	—	P	P	P	◆	◆	—	
	Crematorium	—	—	—	—	—	—	—	SE	SE	P	—	—	—	
Retail Sales and Service	Department or Discount Store, Large Retail Project, Superstore, Power Center	—	—	—	P	P	P	—	SE	—	—	◆	◆	—	3.3.15
	Funeral Home	—	—	—	P	P	P	—	P	P	—	◆	◆	—	

	Furniture Store	—	P	—	P	P	P	—	P	—	—	◆	◆	—	
	Grocery Store	—	P	—	P	P	P	—	—	—	—	◆	◆	—	
	Hardware, Paint, Glass, Wallpaper, or Carpet Store	—	P	—	P	P	P	—	—	—	—	◆	◆	—	
	Health Club or Spa	—	—	P	P	P	P	—	—	—	—	◆	◆	—	
	Indoor Firing Range	—	—	SE	SE	SE	SE	—	SE	SE	—	—	—	—	
	Kennel, Boarding	—	—	—	SE	SE	SE	—	SE	SE	SE	◆	◆	—	
	Liquor Store	—	—	—	P	P	C	—	SE	—	—	◆	◆	—	3.3.16
	Manufactured Housing Sales	—	—	—	SE	—	—	—	P	P	P	—	—	—	
	Nightclub or Bar	—	—	—	P	P	C	—	SE	—	—	◆	◆	—	3.3.18
	Shopping Center	—	—	—	P	P	P	—	—	—	—	◆	◆	—	
	Truck Stop	—	—	—	SE	—	—	—	—	—	P	◆	◆	—	
	Vehicle Parts Sales	—	—	—	P	P	P	—	P	P	P	◆	◆	—	
	Veterinary Hospital	—	—	—	C	P	SE	—	P	P	—	◆	◆	—	3.3.27
	Other Retail Sales or Service	—	SE	P	P	P	P	—	P	SE	—	◆	◆	—	
Self-Service Storage	All Self-Service Storage	—	—	—	SE	—	—	—	P	P	P	◆	◆	—	
Vehicle Sales and Service	Auto Rental and Leasing	—	—	—	P	P	SE	—	P	P	P	◆	◆	—	
	Car Wash	—	—	—	SE	P	C	—	—	—	—	◆	◆	—	3.3.5
	Fuel Sales	—	—	—	P	C	C	—	—	—	—	◆	◆	—	3.3.10
	Taxicab Service	—	—	—	SE	—	—	—	P	P	P	◆	◆	—	
Vehicle Sales and Service	Towing Service	—	—	—	—	—	—	—	P	P	P	◆	◆	—	
	Truck or Trailer Rental	—	—	—	SE	—	—	—	P	P	P	◆	◆	—	3.3.25
	Vehicle Repair and Service	—	—	—	P	P	SE	—	P	P	P	◆	◆	—	See. 3.1.3
	Vehicle Sales	—	—	—	P	P	—	—	P	P	P	◆	◆	—	

INDUSTRIAL USES (See 3.2.6)																
Heavy Industrial	All Heavy Industrial	—	—	—	—	—	—	—	—	—	C	◆	◆	—		3.3.14
Restricted Industrial	All Restricted Industrial	—	—	—	—	—	—	—	SE	C	C	◆	◆	—		3.3.14
Light Industrial Service	All Light Industrial Service	—	—	—	—	—	—	—	C	C	C	◆	◆	—		3.3.14
Warehouse and Freight Movement	Moving and Storage	—	—	—	—	—	—	—	P	P	P	◆	◆	—		
	Warehousing	—	—	—	—	—	—	—	P	P	P	◆	◆	—	See 3.1.3	
Waste-Related Service	All Waste-Related Service	—	—	—	—	—	—	—	SE	SE	P	—	—	—		
Wholesale Trade	Contractor's Materials	—	—	—	SE	—	—	—	P	P	P	◆	◆	—		
	Wholesale Business	—	—	—	SE	—	—	—	P	P	P	◆	◆	—		
	Wholesale Business with Accessory Retail Outlet	—	—	—	SE	—	—	—	P	P	P	◆	◆	—		
ACCESSORY USES (See appropriate section for principal use and Chapter 3, Article 4)																
Accessory Uses	Accessory Apartment	C	C	C	SE	C	C	—	C	C	C	◆	◆	SE		3.4.1
	Home Occupation, Type 1	P	P	P	SE	P	P	—	P	P	P	◆	◆	P	See 3.1.3	3.4.5
	Home Occupation, Type 2	SE	SE	SE	SE	SE	SE	—	SE	SE	SE	◆	◆	SE		3.4.5
TEMPORARY USES (See Chapter 3, Article 5)																
Temporary Uses	Open Air Sales	—	SE	SE	P	P	P	—	P	P	—	◆	◆	—	See 3.1.3	3.5.4

THE CITY OF AIKEN

Memorandum

Date: 14 Nov 2022
To: City Council
From: Stuart T. Bedenbaugh, City Manager
Subject: Resolution Authorizing the City of Aiken to Enter into an Agreement with Debra Murphy, Fred Douglas McLean, Kathy M. McLean and Mary Ann Fry.

For several years, I have been in discussion with the McLean family about acquiring right-of-way as part of our Powderhouse Connector project. We have an agreement for Council consideration. Key points are the following:

1. The City would pay \$9,649.50 for +/- 0.5514 of an acre of property [\$17,500 per acre].
2. The McLean Family is donating 100' of right-of-way of the needed 120'[approximately 4.928 acres]. The City is purchasing the remaining 20' [+/- 0.5514 acre].
3. The McLean Family would provide a temporary construction easement on 20' of either side of the right-of-way.
4. The City will provide a survey of the dedicated tract of the roadway to the McLean Family.
5. Necessary access points agreed upon by the City and the McLean Family will be provided.
6. The remaining property will be annexed into the City at a future date determined by the McLean family.
7. Appropriate zoning for at least 600 residential units will be provided as within the compliance of our Zoning Ordinance.
8. The City will provide a letter of willingness to serve for water and sewer to the McLean Family.
9. Any stormwater from the McLean Family tract that naturally flows towards the City-owned pond to be constructed on the adjacent property will be deposited in that pond.
10. The McLean Family, at their expense [or their successors or assigns] will construct stormwater detention/retention facilities for the remaining portion of their tract not served by the City-owned pond.

Funding for the purchase of this property would be from the County Transportation Commission funds we dedicated for Powderhouse Road Right-of-Way purchase.

For Council consideration is a resolution authorizing the City of Aiken to enter into an Agreement with Debra Murphy, Fred Douglas McLean, Kathy M. McLean and Mary Ann Fry.



Stuart T. Bedenbaugh
City Manager

RESOLUTION

**A RESOLUTION AUTHORIZING THE CITY OF AIKEN
TO ENTER INTO AN AGREEMENT REGARDING DEDICATION
AND DEVELOPMENT OF PROPERTY WITH THE MCLEAN FAMILY**

WHEREAS, the City of Aiken intends to construct a road right of way that will extend from the right of way known as South Centennial Avenue [a City maintained road] to the Powderhouse Road Extension [to be constructed]; and

WHEREAS, the proposed route for the right of way crosses over property owned by Debra Murphy, Fred Douglas McLean, Kathy M. McLean and Mary Ann Fry [the “McLean Family”]; and

WHEREAS, the City of Aiken and the McLean Family desire to enter into the Agreement Regarding Dedication and Development of Property [“the Agreement”], a copy of which is attached hereto as Exhibit “A” and incorporated herein by reference; and

WHEREAS, the Council of the City of Aiken has concluded that entering into this Agreement with the McLean Family is essential to the general health, safety, welfare and economic stability of the City and is in the best interest of its citizens;

NOW, THEREFORE, BE IT RESOLVED that the Council of the City of Aiken hereby authorizes the City of Aiken to enter into this Agreement with the McLean Family as set forth in Exhibit “A.” The Mayor of the City of Aiken, by and with the attestation of the City Clerk, is authorized to execute any and all documents necessary to put this Agreement into effect.

ADOPTED by the Council of the City of Aiken at regular meeting held this ____ day of _____, 2022, at which a quorum was present and voting.

MAYOR

APPROVED:

ATTEST:

CITY ATTORNEY

CITY CLERK

I:\Ordinances\Resolution-Agreement-MOU-McLean Family-Powderhouse Connector 2022-06-13.doc

**AGREEMENT REGARDING
DEDICATION AND DEVELOPMENT OF PROPERTY**

WHEREAS, the City of Aiken (the "City") intends to construct a road right of way that ultimately will extend from the right-of-way known as South Centennial Avenue (a City maintained road) to the Powderhouse Road Extension (to be constructed) (the "Right of Way"); and

WHEREAS, acquisition of the land and construction of the Right of Way may be accomplished in several phases and this Agreement Regarding Dedication and Development of Property (the "Agreement") addresses the first phase of the project as generally shown on the aerial map attached hereto and incorporated herein as Exhibit A; and

WHEREAS, the proposed route for the Right of Way crosses over property owned by Debra Murphy, Fred Douglas McLean, Kathy M. McLean and Mary Ann Fry (the "McLean Family"), being portions of Tax Parcel Number 122-19-01-001 (the "McLean Tract"); and

WHEREAS, the McLean Family is agreeable to donating a portion of the property needed for the Right of Way (hereafter defined as the "Dedicated Tract"); and

WHEREAS, in exchange for donating the Dedicated Tract, the City has agreed to certain terms and conditions which shall inure to the benefit of the McLean Family and/or the McLean Tract; and

WHEREAS, this Agreement contains the terms upon which the City and the McLean Family will enter into this project.

NOW, THEREFORE, for good and adequate consideration, the receipt and sufficiency of which is hereby acknowledged both parties hereby agree to the following terms:

A) IDENTIFICATION OF PROPERTY:

1. Dedication. The McLean Family shall dedicate to the City by limited warranty deed the land necessary for the Right of Way which crosses over the McLean Tract shown as Phase 1 on Exhibit A (the "Dedicated Tract") containing a maximum of 4.9208 acres and a maximum road right of way width of one hundred feet (100'). In the event that the City requires additional land which is either greater in acreage or greater in width than set forth in the aforesaid sentence to construct the Right of Way, McLean will agree to sell such additional land not to exceed 0.5514 acre at the price of Seventeen Thousand Five Hundred Dollars (\$17,500.00) per acre.

2. Temporary Construction Easement. Simultaneous with conveyance of the Dedicated Tract, the McLean Family shall also give a temporary construction easement to the City which shall be 20 feet on either side of the Dedicated Tract (the "Temporary Easement"). The Temporary Easement shall terminate on the earlier of (i) 30 days after construction of Phase 1 of the Right of Way is completed or (ii) forty-eight (48) months from the date hereof.

mat

Kmm

AM

(1) Resolution

3. Closing. The McLean Family shall execute a limited warranty deed to the City for the portion of the Dedicated Tract known as Phase I as shown on Exhibit A, together with the Temporary Easement, either simultaneous with or after the City has confirmed that it has acquired fee simple title to all other real property required to construct the first phase of the Right of Way from South Centennial Avenue to the Dedicated Tract. The City shall incur all costs and expenses so incurred in the conveyances including, but not limited to, deed preparation, deed stamps and/or transfer taxes, flat recording charges and surveying costs.

B) **CONSIDERATION FOR CONVEYANCE:** In consideration for the McLean Family dedicated the Dedicated Tract to the City, the City agrees to provide or perform all of the following at no cost to the McLean Family:

- 1) Survey. Prior to conveyance of any portion of the Dedicated Tract, the City shall provide a survey in recordable format prepared by a surveyor duly licensed in the State of South Carolina which shows the Dedicated Tract within McLean Tract.
- 2) Intentionally Omitted.
- 3) Access Points. Prior to conveyance of any portion of the Dedicated Tract, the City shall provide consent (or obtain consent from the applicable governmental entities) for access points to the McLean Tract from the Right of Way as the same are shown on Exhibit B attached hereto and incorporated herein.
- 4) Zoning. The McLean Family agrees to annex the remainder of the McLean Tract into the City at a future date to be determined by the McLean Family, its successors and/or assigns, with either a planned commercial zoning classification or planned residential zoning classification that permits the McLean Tract to be developed with a mixture of single family, multi-family, institutional and business/commercial purposes with at least 600 residential units provided the developers comply with the City of Aiken's Zoning Ordinance and Land Development Regulations.
-
- 5) Water and Sewer Service/Impact Fees. Within thirty (30) days from the date hereof, the City shall provide to McLean a letter of willingness and ability to serve for water and sewer service, which shall include confirmation that McLean shall be entitled to at least 199,600 GPD sewer capacity to serve the McLean Tract. The City acknowledges that there is currently reserved 60,000 GPD volume for the George Tract; aka Property known as belonging to John & Ruth George (TMS 122-18-05-014). To the extent that the owners of the George Tract do not require the entirety of the 60,000 GPD, then the McLean Tract may make use of any such excess. Prior to conveyance of any portion of the Dedicated Tract, the City will obtain and provide proof that it has obtained the necessary easements to extend city water and sewer service to the McLean Tract in sufficient quantity to serve development of the McLean Tract. All sewer infrastructure shall be extended to the McLean Tract at the sole cost and

MA 7
Kmm

DM

Resolution

expense of the City except for payment of applicable tap fees. The City further agrees that the tap fees to be paid in connection with the development of the McLean Tract shall be no greater than the lowest tap fees charged for developments of a similar type, which per unit fee shall be specified by the City prior to execution of any documents of conveyance for the Dedicated Tract. Thereafter, water and sewer lines shall be installed and operational to the boundary line of the McLean Tract within twenty four (24) months from the date of execution. The location of the sewer lines are shown on that certain Sanitary Sewer Trunk Main Extension Plat (Highfill Project No AIK2104) dated October 2022 which is incorporated herein by reference.

- 6) Studies and Inspection Reports. The City represents and warrants to the McLean Family that it has conducted all inspections required or requested by the City to proceed forward with construction of the Right of Way. Within five (5) business days after execution of this Agreement, the McLean Family shall receive a copy of all plans, tests, studies and inspections conducted by the City on the Dedicated Tract. Thereafter, any further or additional plans, tests, studies or inspections conducted by the City on the Dedicated Tract, if any, shall be provided to the McLean Family within ten (10) business days of receipt by the City. For purposes hereof, these plans shall include detailed plans and specifications regarding the size, location and construction of the Right of Way as well as stormwater, sewer and water systems necessary to serve the McLean Tract and surrounding properties.

7) Stormwater Ponds.

- a. City Pond. Prior to conveyance of any portion of the Dedicated Tract, the City will agree to construct at its sole cost and expense a detention and/or retention ponds which shall serve the portion of the McLean Tract generally shown on Exhibit C when the same is fully developed. In addition, the City shall also commit to completion of the City Pond in a timeframe that is reasonably suitable to allow timely development of the McLean Tract.
- b. McLean Pond. At such time as the McLean Tract is developed, the McLean Family or its successors and assigns in interest shall construct at its sole cost and expense a detention and/or retention pond(s) on the remainder of the McLean Tract to serve the balance of the McLean Tract not served by the City Pond (the "McLean Pond"). The parties acknowledge and agree that the discharge of stormwater, as well as the installation of all stormwater infrastructure shall be done in strict compliance with the City's Stormwater Quantity and Quality Management Requirements. The City acknowledges and agrees that it shall not establish any conditions or requirements at the time development plans are submitted more stringent than those required by applicable local and state requirements regarding construction and engineering of the McLean Pond.

mgf
Kmm
dmm
fomc

- 8) Access over Oak Grove Road. The City shall grant an easement for ingress and egress over Oak Grove Road to facilitate development of the McLean Tract simultaneous with construction of the Right of Way. This easement shall be null and void at such point as Phase 1 of the Right of Way has been fully completed and opened for public access.
- 9) Overhead Power Lines. The City will bury the power distribution lines within the road Right of Way. The City will not remove or relocate pre-existing transmission, service, or distribution power lines.

C) **RECONVEYANCE OBLIGATION:** The City will commence construction of Phase 1 of the Right of Way on or before October 1, 2023. For purposes hereof, commencement of construction shall only occur when the City has a fully executed construction contract for the Phase 1 of the Right of Way, approved fully engineered plans for Phase 1 of the Right of Way and dedicated funds for completion of the work in Phase 1. Thereafter, the City shall pursue completion of construction with reasonable promptness. In the event that the City fails to commence construction on or before October 1, 2023, the McLean Family shall have the right to reacquire fee simple title to such portion(s) of the Dedicated Tract as have been conveyed to the City at no cost to the McLean Family; provided, however, that in the event that the City had to purchase any portion of the McLean Tract, the McLean Family shall refund the purchase price paid. In addition, the City shall relinquish any remaining rights under the Temporary Easement. The McLean Family shall be entitled to exercise this right of reacquisition for a period of sixty (60) days after the City notifies the McLean Family that it was unable to commence construction on or before October 1, 2023 and if not exercised by the McLean Family within this sixty (60) day period, this right shall be null and void as to the applicable phase. This provision shall specifically survive the closing. The McLean Family shall also be entitled to retain copies of all plans, tests, studies and inspections conducted by the City on the Dedicated Tract.

D) **MISCELLANEOUS PROVISIONS.**

- 1) This Agreement represents the entire agreement between the parties and there are no other agreements or understandings of any kind.
- 2) If any of these provisions are, for any reason, unenforceable or inapplicable, the remaining provisions will remain in full force and effect in the same manner as if such unenforceable or inapplicable provision had never been contained herein.
- 3) This Agreement shall be construed under and in accordance with the laws of the State of South Carolina. The City and the McLean Family hereby agree that venue of any action brought under this Agreement shall be in Aiken County, South Carolina. Both parties hereby waive their right to jury trial in all actions against each other.
- 4) This Agreement may be modified or amended only by a written instrument executed with the same formality of this agreement.

ma7
Kmm
DLM
fpm

- 5) Persons executing this Agreement, by their executions, represent and warrant that they are fully authorized to do so and that no further action or consent on the part of the party for whom they are acting is required to the effectiveness and enforceability of this Agreement against any party following their executions of this document.

CITY OF AIKEN

By: _____
Its: _____

Date

Attest: _____
Its: _____

Date

Debra Murphy
DEBRA MURPHY

11/2/22
Date

Fred Douglas McLean
FRED DOUGLAS MCLEAN

11/2/22
Date

Kathy M. McLean
KATHY M. MCLEAN

11/2/22
Date

Mary Ann Fry
MARY ANN FRY

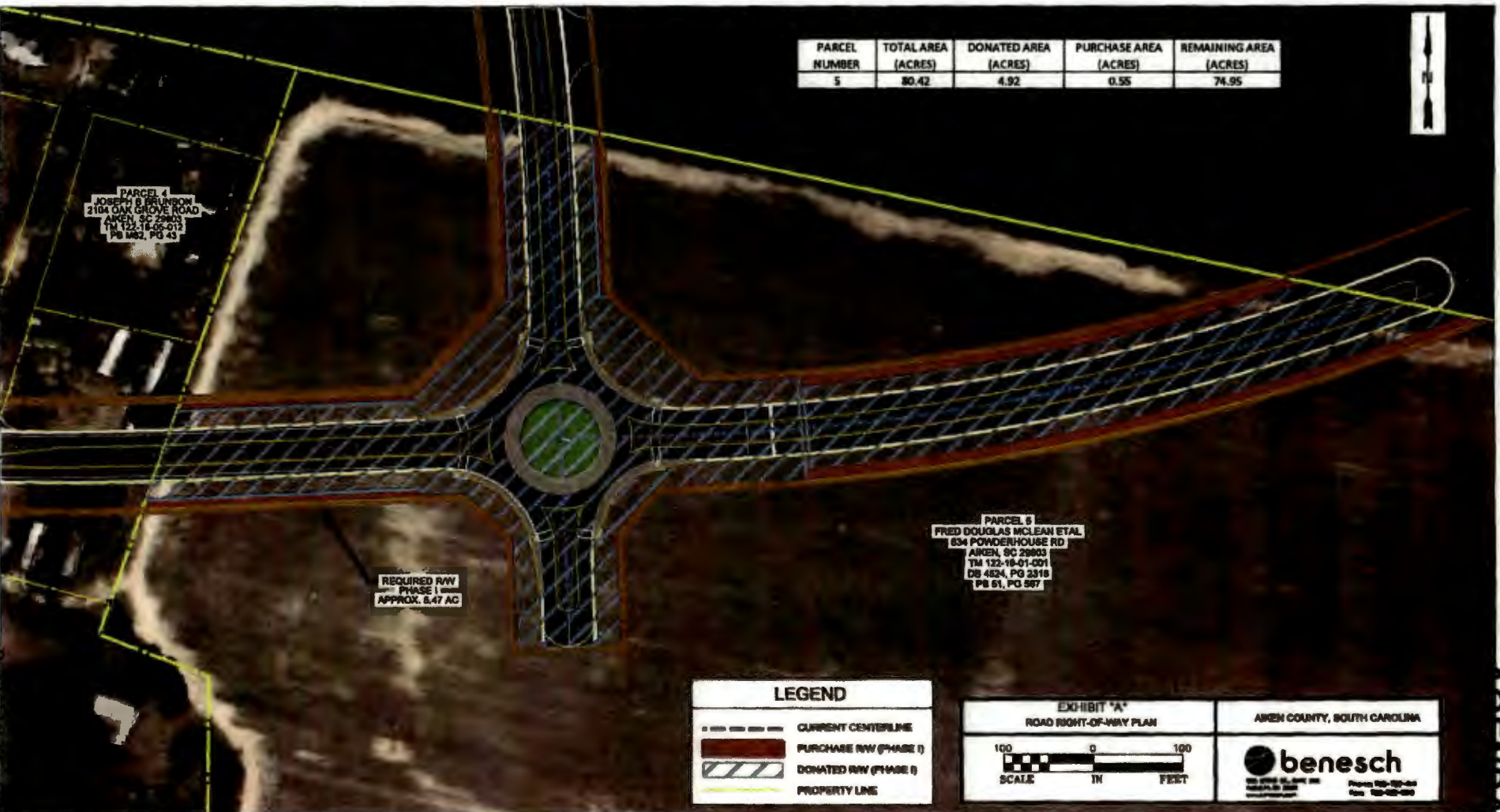
11/2/22
Date

EXHIBIT A

PHASE ONE ROAD RIGHT-OF-WAY PLAN

ma7
Kmm
Qm
fsm-

AGENDA ITEM #(3) AGENDA ITEM #(1)



Rmm
DLM
FBM
MA7

EXHIBIT B

ACCESS LOCATIONS/ORIENTATIONS TO THE MCLEAN TRACT

mat
Kmm
Qm
LBM

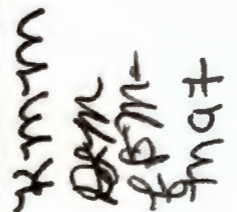


EXHIBIT C

PORTION OF MCLEAN TRACT SERVED BY CITY POND

mat
Kmm
am
fDM

AGENDA ITEM #(3)
AGENDA ITEM #(1)

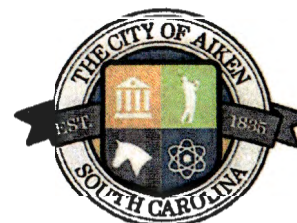
W/80
W/80



AIKEN, SC
CITY OF AIKEN

 VICINITY MAP
Scale: 1" = 1 mile
North arrow pointing up.

SCHEDULE OF DRAWINGS	
SHEET	TITLE
COVER	VICINITY MAP AND SCHEDULE OF DRAWINGS
C-0.0	GENERAL NOTES, LEGEND, ABBREVIATIONS, AND SHEET LAYOUT
C-1.0	PLAN & PROFILE - STA. 0+00 TO 10+50
C-1.1	PLAN & PROFILE - STA. 10+50 TO 20+00
C-1.2	PLAN & PROFILE - STA. 20+00 TO 29+03
ED-1.0	EROSION CONTROL DETAILS (NOT INCLUDED)
SD-1.0	STANDARD DETAILS (NOT INCLUDED)
TD-1.0	TRAFFIC CONTROL DETAILS (NOT INCLUDED)



PRELIMINARY DESIGN NOT RELEASED FOR CONSTRUCTION
FOR DESIGN PLANS FOR OWNER REVIEW



HIGHFILL

HIGHFILL PROJ. NO. ABC2104
CITY OF AUBURN
OCTOBER 31/22

**AGENDA ITEM #(3)
AGENDA ITEM #(1)**

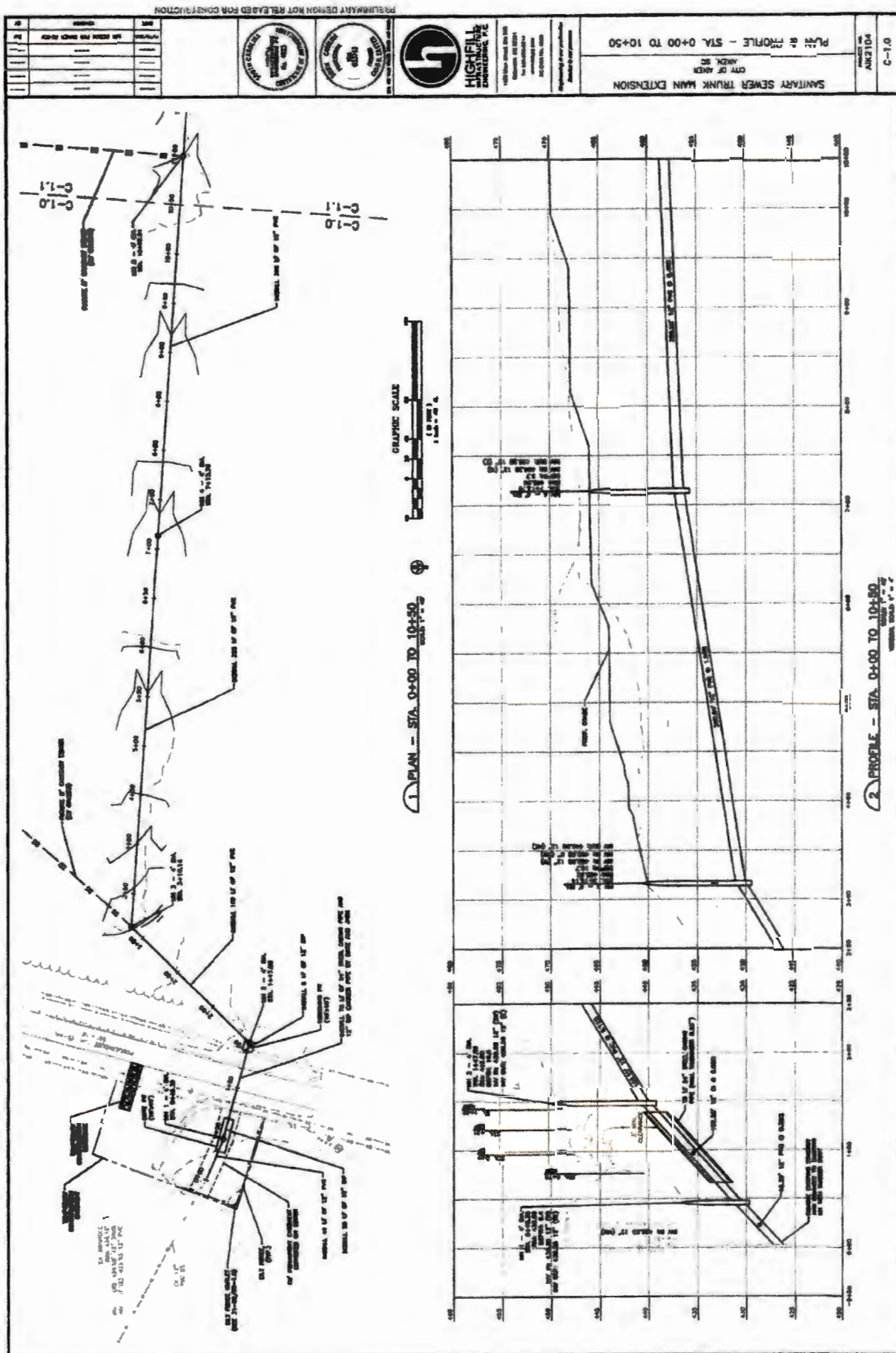
SANITARY SEWER TRUNK MAIN EXTENSION (HIGHFILL PROJ. NO. AWC2104)

(1) Resolution Authorizing the City of Aiken to Enter into an Agreement ...
(3) A Resolution Authorizing an Amendment of an Agreement with Debra Mur....

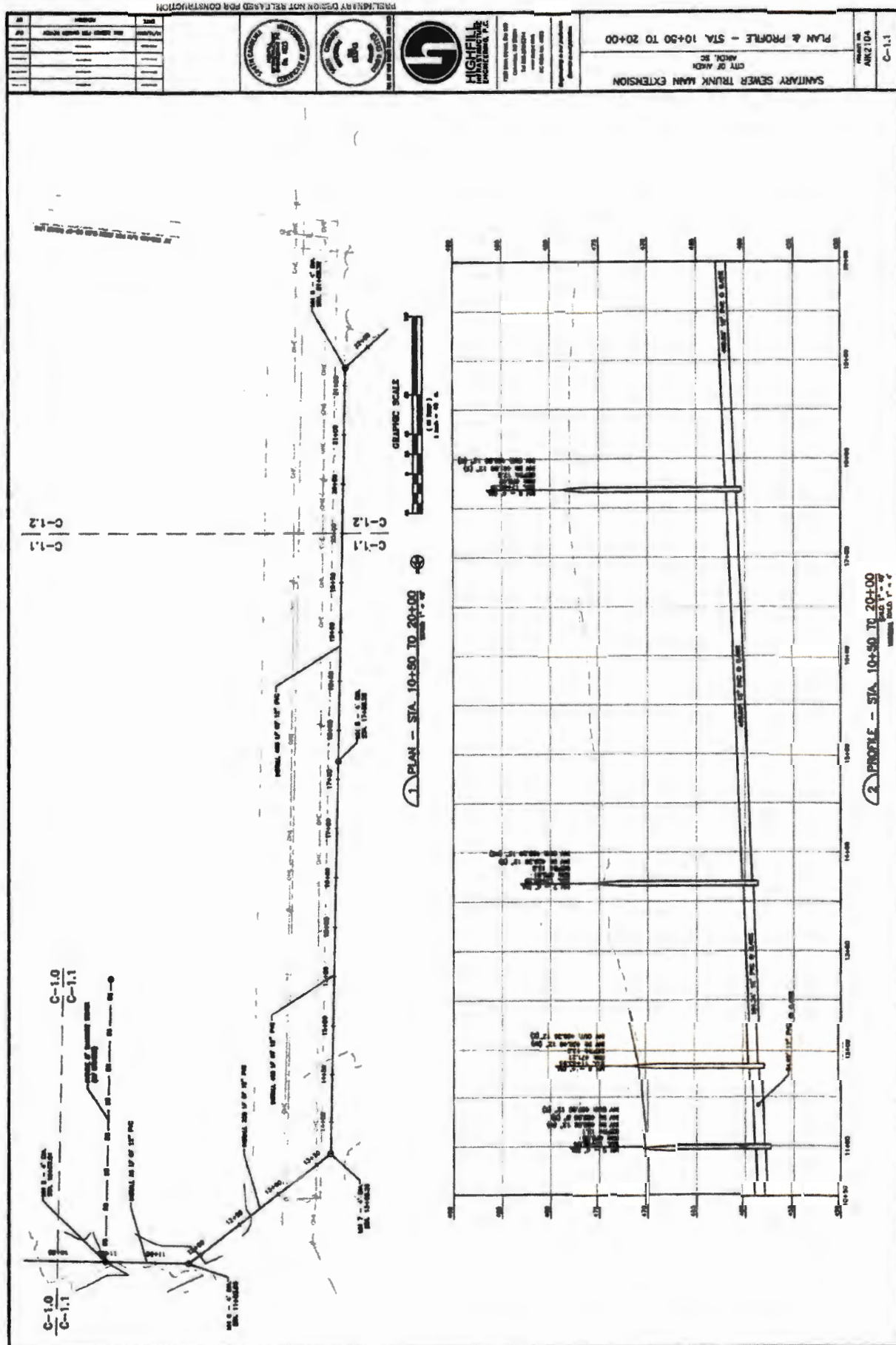
Page 124 of 160
Page 105 of 136

Kmm That
Dm
fpm

[illegible]

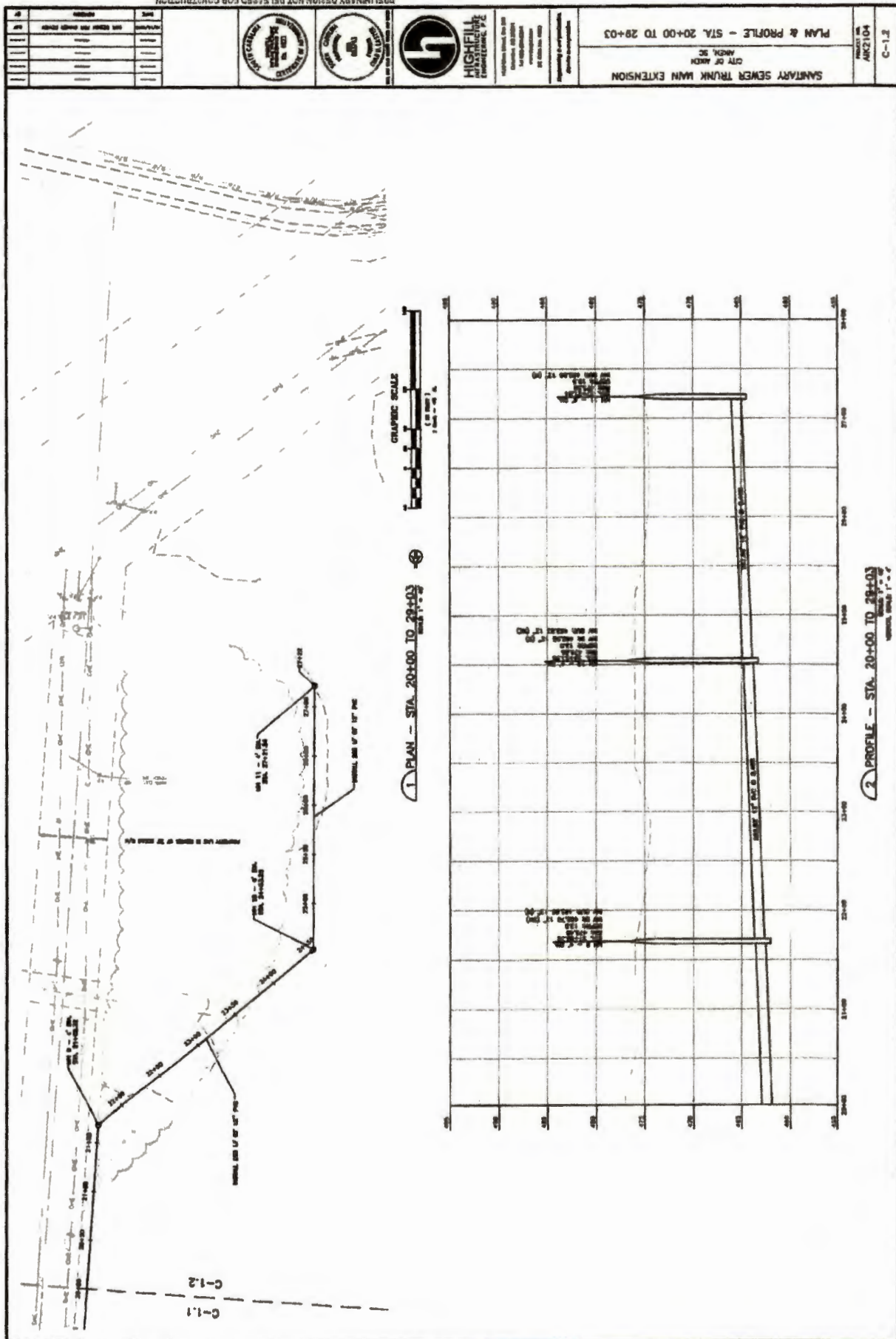


How much



$\frac{1}{2}m$ $\frac{1}{2}m$ $\frac{1}{2}m$
 $\frac{1}{2}m$ $\frac{1}{2}m$ $\frac{1}{2}m$
 $\frac{1}{2}m$ $\frac{1}{2}m$ $\frac{1}{2}m$

AGENDA ITEM #(3) AGENDA ITEM #(1)



How much
from
both

THE CITY OF AIKEN

Memorandum

Date: 22 Apr 2024
To: City Council
From: Stuart T. Bedenbaugh, City Manager
Subject: Approval of an Agreement with Colliers International South Carolina, Inc.

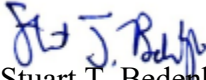
At their March 11, 2024 meeting, Council accepted staff's recommendation of engaging Colliers International South Carolina, Inc. (Colliers) to market and provide real estate sales services for the following downtown parcels:

- 121-21-09-002. ±0.43 acre. 235 Richland Avenue, West
- 121-21-08-001. ±0.33 acre. 112 Bee Lane, SW
- 121-21-08-002. ±0.12 acre. 211 Richland Avenue, West
- 121-21-08-003. ±0.20 acre. 203 Richland Avenue, West
- 121-21-08-009. ±0.14acre. 113 Newberry Street, SW

This contract has been reviewed by staff and attorneys and is recommended for approval. Colliers has provided a contract to provide these services. Key points are:

1. The fee structure is:
 - 4% of the first \$4,000,000, plus
 - 3% of the amount of \$4,000,001 to \$8,000,000 of purchase price, plus
 - 2% of the amount of \$8,000,001 to \$14,000,000 of purchase price, plus
 - \$1% any amount over \$14,000,001
2. The intent is to solicit offers rather than set a listing price.
3. The contract is for one year with an option to extend by an additional 12 months by mutual agreement of City and Colliers

For Council consideration is approval of an Agreement with Colliers International South Carolina, Inc. to provide real estate marketing and sales services.


Stuart T. Bedenbaugh
City Manager

RESOLUTION: _____

**A RESOLUTION AUTHORIZING THE CITY OF AIKEN
TO ENTER INTO AN EXCLUSIVE AUTHORIZATION AND RIGHT TO SELL
AGREEMENT WITH COLLIERS INTERNATIONAL SOUTH CAROLINA, INC.**

WHEREAS, the City of Aiken [“the City”] is the owner of certain parcels of real estate in downtown Aiken known as 235 Richland Avenue West, 112 Bee Lane Southwest, 211 Richland Avenue West, 203 Richland Avenue West, and 113 Newberry Street Southwest and desires to list these properties for sale; and

WHEREAS, Colliers International South Carolina, Inc. [“Colliers”] is an independently owned and operated sub-licensee of Colliers International Group, Inc.; and

WHEREAS, the City and Colliers desire to enter into the Exclusive Authorization and Right to Sell Agreement [“the Agreement”], a copy of which is attached hereto as Exhibit “A” and incorporated herein by reference; and

WHEREAS, the Council of the City of Aiken has concluded that entering into this Agreement with Colliers is essential to the general health, safety, welfare and economic stability of the City and is in the best interest of its citizens.

NOW, THEREFORE, BE IT RESOLVED that the Council of the City of Aiken hereby authorizes the City of Aiken to enter into this agreement with Colliers International South Carolina, Inc., which is attached hereto as Exhibit “A” and incorporated herein by reference. The City Manager and/or the Mayor are further authorized to execute any documents necessary for the finalization of this matter.

ADOPTED by the Council of the City of Aiken at regular meeting held this ____ day of April, 2024, at which a quorum was present and voting.

MAYOR

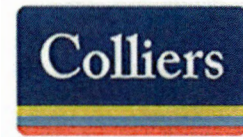
APPROVED:

ATTEST:

CITY ATTORNEY

CITY CLERK

I:\Ordinances\Resolution- Approve Agreement with Colliers - Sale of Downtown Property 2024-04-22.doc



**EXCLUSIVE AUTHORIZATION AND
RIGHT TO SELL AGREEMENT**

This agreement ("Agreement") is made the day so prescribed below by and between The City of Aiken, South Carolina ("Owner") and Colliers International South Carolina, Inc. ("Agent"). As an independently owned and operated sub-licensee of Colliers International Group, Inc., Colliers International South Carolina, Inc. is solely responsible for its obligations and any liability arising from this Agreement.

Owner hereby consents and acknowledges that Agent has the sole and exclusive right to sell until 11:59 P.M., local time, the last day of April, 2025 (the "Expiration Date") the property ("Property") described below at the price and upon the terms set out below. The parties hereto shall have the option to extend the Expiration Date by a period of twelve (12) months by mutual agreement of Owner and Agent and memorialized in a written document to be executed by Owner and Agent. Owner agrees to pay Agent a commission ("Commission") for each transaction in the case of a division of the Property described herein and upon the sale and exchange of the Property, whether made by Agent, Owner or any other person during the period described above, or extension or renewal thereof, and whether upon any other price, terms, or exchange to which Owner may consent according to the following:

Four percent (4%) of the first \$4,000,000.00 - \$8,000,000.00,
 Plus Two percent (2%) of the amount from \$8,000,000.01 - \$14,000,000.00
 Plus One percent (1%) of any amount over \$14,000,000.01,

The authority of Agent shall terminate at the expiration of the above period, unless renewed, without further liability on the part of Owner, unless the sale, transfer or exchange of the Property is made directly or indirectly by Owner or through any agent, within a period of one hundred eighty (180) days from the expiration of this Agreement or renewal thereof, to any persons or related entities with whom Agent has shown, offered or has been negotiating for the sale, transfer or exchange of the Property, in which event Owner agrees to pay Agent the full and entire Commission which shall become immediately due and payable by Owner.

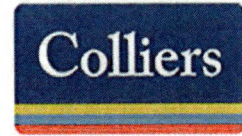
1. Description of Property

All of that certain piece, parcel or lot of land together with improvements thereon, situate, lying and being in the:

State of: South Carolina
 County of: Aiken
 Parcel Number: 121-21-09-002; consisting of approximately .43 acres located at 235 Richland Avenue West;
 121-21-08-001; consisting of approximately .33 acres located at 112 Bee Lane Southwest;
 121-21-08-002; consisting of approximately .12 acres located at 211 Richland Avenue West;
 121-21-08-003; consisting of approximately .20 acres located at 203 Richland Avenue West;
 121-21-08-009; approximately .14 acres located at 113 Newberry Street, Southwest; collectively, (the "Property")

Revised 2024

Owner _____ Agent 



Price: Owner and Agent hereby agree that the Property is being offered to the market in an unpriced fashion and as such, no price is listed in this Agreement.

Terms: Cash or certified funds at closing.

Possession: Possession of Property shall be given at closing.

Disclosure of Agency Relationships

(Seller must initial all applicable choices)

- A. _____ Seller acknowledges receiving an explanation of the types of agency relationships that are offered by brokerage and a South Carolina Disclosure of Real Estate Brokerage Relationships form at the first practical opportunity at which substantive contact occurred between the agent and seller. Seller acknowledges that after entering into this written agency contract, agent may request a modification in order to act as a **dual agent** or a **designated agent** in a specific transaction. If asked:
- B. _____ Permission to act as a **dual agent** will not be considered.
- C. _____ Permission to act as a **dual agent** may be considered at the time I am provided with information about the other party to a transaction. If I agree, I will execute a separate written **Dual Agency Agreement**.
- D. _____ Permission to act as a **designated agent** will not be considered.
- E. _____ Permission to act as a **designated agent** may be considered at the time I am provided with information about the other party to a transaction. If I agree, I will execute a separate written **Designated Agency Agreement**.

2. Compensation to Other Licensees

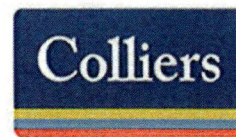
Agent has advised Owner of Agent's policy regarding cooperating with and compensating other real estate licensees. Owner authorizes Agent to cooperate and to compensate the following:
(Check all applicable choices)

☐ Buyer Agents ☐ Dual Agents ☐ None

3. Agent's Considerations

Agent agrees to employ the best efforts of Agent and Agent's licensees and staff to secure a contract of sale for the Property upon such terms as may be agreeable to Owner. Agent's efforts shall include directing the efforts of Agent's company to bring about the sale, advertising the Property as Agent deems advisable in those advertising media of merit customarily used in the area, furnishing such additional information as is necessary to cooperating real estate licensees and assisting such licensees in effecting a sale of the Property and keeping Owner informed as to the progress of Agent's efforts in finding a buyer or purchaser for the Property. Owner understands and acknowledges that Agent makes no representation or guarantee as to the sale of the Property. Upon the termination, expiration or completion of this Agreement, Agent shall keep confidential all information received during the course of this Agreement which was made

Owner _____ Agent



confidential by written request or instructions from Owner, except as provided under South Carolina law.

5. Owner's Considerations

- A. Owner shall permit Agent to inspect and show the Property at reasonable times and Owner shall commit no act which may obstruct Agent's performance. Agent is hereby authorized to place one or more of Agent's "For Sale" or "Available" signs on the Property.
- B. Owner authorizes Agent to disclose information about the Property to its agents and cooperating real estate brokers, prospective purchasers and all inquiring parties.
- C. Owner hereby warrants and represents that all information contained herein is accurate including the description of property in Paragraph 1 and all information which shall be provided to Agent by Owner shall be accurate to the best of Owner's knowledge.
- D. Owner agrees to reimburse Agent for any costs associated with the marketing of the Property above and beyond the normal threshold of Agent's property marketing which shall include two-page flyer, website listings, templated Agent emails and Property signage. Agent shall submit to Owner a list of additional marketing services and Owner shall have the right to approve of such additional marketing services in writing. If approved by Owner, additional marketing efforts made on behalf of Owner shall be reimbursed to Agent within ten (10) days of notification to Owner. Agent shall provide Owner an itemized list of marketing expenses including the time of Agent's marketing specialists.
- E. During the term of this Agreement, Owner shall refer to Agent any and all inquiries received by Owner from any source with respect to or concerning the sale of the Property, together with the name and address of each person or entity making such inquiry.
- F. In the event Owner enters into a ground lease, a joint venture or a build-to-suit transaction involving the Property during the Term of this Agreement, Agent shall be deemed to have earned the Commission described herein and Owner shall pay such Commission based on the price of the Property stipulated herein.
- G. Should a deposit of earnest money be forfeited by a purchaser, it will be divided equally between Owner and Agent.
- H. In the event a contract of sale is executed for the Property during the 180-day period from the expiration date of this Agreement, the Agreement shall remain valid and in effect for the sole purpose of the contract of sale being completed.

Owner _____ Agent 



In Witness whereof, the parties have executed this Agreement as of the dates shown below.

WITNESS:

OWNER: The City Of Aiken, South Carolina

BY _____

ITS _____

DATE _____

WITNESS:

Laurie Ford

AGENT: Colliers International South Carolina, Inc.

BY David C. Lockwood III

ITS Executive Vice President and COO

DATE April 16, 2024

SOUTH CAROLINA DISCLOSURE OF REAL ESTATE BROKERAGE RELATIONSHIPS

South Carolina Real Estate Commission
 PO BOX 11847, Columbia, S.C. 29211-1847
 Telephone: (803) 896-4400 Fax: (803) 896-4427
<http://llr.sc.gov/POL/REC/>

Pursuant to South Carolina Real Estate License Law in S.C. Code of Laws Section 40-57-370, a real estate licensee is required to provide you a meaningful explanation of agency relationships offered by the licensee's brokerage firm. This must be done at the first practical opportunity when you and the licensee have substantive contact.

Before you begin to work with a real estate licensee, it is important for you to know the difference between a broker-in-charge and associated licensees. The broker-in-charge is the person in charge of a real estate brokerage firm. Associated licensees may work only through a broker-in-charge. In other words, when you choose to work with any real estate licensee, your business relationship is legally with the brokerage firm and not with the associated licensee.

A real estate brokerage firm and its associated licensees can provide buyers and sellers valuable real estate services, whether in the form of basic customer services, or through client-level agency representation. The services you can expect will depend upon the legal relationship you establish with the brokerage firm. It is important for you to discuss the following information with the real estate licensee and agree on whether in your business relationship you will be a customer or a client.

You Are a Customer of the Brokerage Firm

South Carolina license law defines customers as buyers or sellers who choose NOT to establish an agency relationship. The law requires real estate licensees to perform the following *basic duties* when dealing with any real estate buyer or seller as customers: *present all offers in a timely manner, account for money or other property received on your behalf, provide an explanation of the scope of services to be provided, be fair and honest and provide accurate information, provide limited confidentiality, and disclose "material adverse facts" about the property or the transaction which are within the licensee's knowledge.*

Unless or until you enter into a written agreement with the brokerage firm for agency representation, you are considered a "customer" of the brokerage firm, and the brokerage firm will not act as your agent. As a customer, you should not expect the brokerage firm or its licensees to promote your best interest.

Customer service does not require a written agreement; therefore, you are not committed to the brokerage firm in any way unless a transaction broker agreement or compensation agreement obligates you otherwise.

Transaction Brokerage

A real estate brokerage firm may offer transaction brokerage in accordance with S.C. Code of Laws Section 40-57-350. Transaction broker means a real estate brokerage firm that provides customer service to a buyer, a seller, or both in a real estate transaction. A transaction broker may be a single agent of a party in a transaction giving the other party customer service. A transaction broker also may facilitate a transaction without representing either party. The duties of a brokerage firm offering transaction brokerage relationship to a customer can be found in S.C. Code of Laws Section 40-57-350(1)(2).

You Can Become a Client of the Brokerage Firm

Clients receive more services than customers. If client status is offered by the real estate brokerage firm, you can become a client by entering into a written agency agreement requiring the brokerage firm and its associated licensees to act as an agent on your behalf and promote your best interests. If you choose to become a client, you will be asked to confirm in your written representation agreement that you received this agency relationships disclosure document in a timely manner.

A seller becomes a client of a real estate brokerage firm by signing a formal listing agreement with the brokerage firm. For a seller to become a client, this agreement must be in writing and must clearly establish the terms of the agreement and the obligations of both the seller and the brokerage firm which becomes the agent for the seller.

A buyer becomes a client of a real estate brokerage firm by signing a formal buyer agency agreement with the brokerage firm. For a buyer to become a client, this agreement must be in writing and must clearly establish the terms of the agreement and the obligations of both the buyer and the brokerage firm which becomes the agent for the buyer.

(Rev 1/17) Page 1 of 2

SOUTH CAROLINA DISCLOSURE OF REAL ESTATE BROKERAGE RELATIONSHIPS



South Carolina Real Estate Commission
PO BOX 11847, Columbia, S.C. 29211-1847
Telephone: (803) 896-4400 Fax: (803) 896-4427
<http://llr.sc.gov/POL/REC/>

If you enter into a written agency agreement, as a client, the real estate brokerage has the following *client-level duties: obedience, loyalty, disclosure, confidentiality, accounting, and reasonable skill and care.* Client-level services also include advice, counsel and assistance in negotiations.

Single Agency

When the brokerage firm represents only one client in the same transaction (the seller or the buyer), it is called single agency.

Dual Agency

Dual agency exists when the real estate brokerage firm has two clients in one transaction – a seller client and a buyer client. At the time you sign an agency agreement, you may be asked to acknowledge whether you would consider giving written consent allowing the brokerage firm to represent both you and the other client in a disclosed dual agency relationship.

Disclosed Dual Agency

In a disclosed dual agency, the brokerage firm's representation duties are limited because the buyer and seller have recognized conflicts of interest. Both clients' interests are represented by the brokerage firm. As a disclosed dual agent, the brokerage firm and its associated licensees cannot advocate on behalf of one client over the other, and cannot disclose confidential client information concerning the price negotiations, terms, or factors motivating the buyer/client to buy or the seller/client to sell. Each Dual Agency Agreement contains the names of both the seller client(s) and the buyer client(s) and identifies the property.

Designated Agency

In designated agency, a broker-in-charge may designate individual associated licensees to act solely on behalf of each client. Designated agents are not limited by the brokerage firm's agency relationship with the other client, but instead have a duty to promote the best interest of their clients, including negotiating a price. The broker-in-charge remains a disclosed dual agent for both clients, and ensures the assigned agents fulfill their duties to their respective clients. At the time you sign an agency agreement, you may be asked to acknowledge whether you would consider giving written consent allowing the brokerage firm to designate a representative for you and one for the other client in a designated agency. Each Designated Agency Agreement contains the names of both the seller client(s) and the buyer client(s) and identifies the property.

It's Your Choice

As a real estate consumer in South Carolina, it is your choice as to the type and nature of services you receive.

- You can choose to remain a customer and represent yourself, with or without a transaction broker agreement.
- You can choose to hire the brokerage firm for representation through a written agency agreement.
- If represented by the brokerage firm, you can decide whether to go forward under the shared services of dual agency or designated agency or to remain in single agency.

If you plan to become a client of a brokerage firm, the licensee will explain the agreement to you fully and answer questions you may have about the agreement. Remember, however that until you enter into a representation agreement with the brokerage firm, you are considered a customer and the brokerage firm cannot be your advocate, cannot advise you on price or terms, and only provides limited confidentiality unless a transaction broker agreement obligates the brokerage firm otherwise.

The choice of services belongs to you – the South Carolina real estate consumer.

Acknowledgement of Receipt by Consumer:

Signature _____ Date _____

Signature _____ Date _____

THIS DOCUMENT IS NOT A CONTRACT.
This brochure has been approved by South Carolina Real Estate Commission for use in explaining representation issues in real estate transactions and consumer rights as a buyer or seller. Reprinting without permission is permitted provided no changes or modifications are made.

(Rev 1/17) Page 2 of 2

THE CITY OF AIKEN

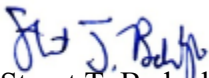
Memorandum

Date: 22 Apr 2024
To: City Council
From: Stuart T. Bedenbaugh, City Manager
Subject: Approval to Allocate Capital Project Sales Tax IV Funds for Public Safety Equipment.

The Public Safety Department would like to purchase and replace AEDs, extrication equipment and a speed trailer/message board. Copies of the quotes received for the purchase of the equipment are attached. The quotes for the AEDs and speed trailer are through State Contract. The extrication equipment is through a government to government procurement service. The estimated cost for the equipment is \$106,000.


Funding for the purchase of this equipment would come from Capital Projects Sales Tax IV account 4PSREN (018-2120-422.74-07).

For Council consideration is approval to allocate Capital Project Sales Tax IV funds for the purchase of the equipment requested.


Stuart T. Bedenbaugh
City Manager

MEMORANDUM

TO: Stuart Bedenbaugh, City Manager

FROM: Charles D. Barranco, Public Safety Director 

CC: Kymberely Rooks, Finance Director
Danielle Fox, Capital Projects Manager

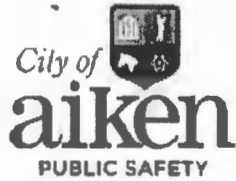
DATE: April 16, 2024

RE: Public Safety Equipment

The Department of Public Safety is preparing to purchase and replace AEDs, extrication equipment and a speed trailer/message board. We have received the attached quotes for such purchases. The quotes for the AEDs and speed trailer are through State Contract. The extrication equipment is through HGAC (Houston-Galveston Area Council) contract, a government to government procurement service. The estimated total cost is \$106,000.

The required funding will come from Capital Sales Tax Project IV for this equipment and are available under 4PSREN (018-2120-422.74-07).

Please present to Council for their consideration.



Public Safety
P.O Box 1177
Aiken, South Carolina 29802
803-642-7620

834 Beaufort Street NE
Aiken, South Carolina 29801
Fax: 803-293-7866
311@cityofaikensc.gov

MEMORANDUM

TO: Chief Barranco
FROM: Captain Brazier *mb*
DATE: April 15, 2024
SUBJECT: CPST IV – AED Funding

Received update quote today from ZOLL AED vendor, Fully Auto ZOLL AED plus with pads for \$1,595.00 each:

25 x 1,595 = \$39,875

*AED TRADE – 20 Old Phillips AED @ \$150 each = \$3,000

Total = \$36,875

Plus 8% tax = \$2,950

GRAND TOTAL = \$39,825.00

Steve Castaneda

Sales Quote QUO079686**Coro Medical LLC**

416 Mary Lindsay Polk Dr
Suite 505
Franklin, TN 37067

**Document Date****May 15, 2024****Quote Expiration Date****July 14, 2024****Bill-To Address**

Aiken Public Safety
Lt. Daymon Spann
834 Beaufort Street NE
Aiken, SC 29801
USA

Ship-to Address

Aiken Public Safety
Lt. Daymon Spann
834 Beaufort Street NE
Aiken, SC 29801
USA

Salesperson**Carter Penzien****Payment Terms****Net 30 days**

8000-004007-01	ZOLL AED Plus, Fully Auto, New - Includes Pads	20	Each	1,595.00	31,900.00
Includes:					
5 Yr AED Warranty (7 Yr with Product Registration)					
Duracell® Lithium Battery Set					
Zoll AED Soft Carry Case					
Zoll Data Review Software					
Zoll AED Plus Demonstration and Set-up CD					
Physician's Prescription					

Home Page
www.AED.us

Phone No.
800.695.1209

Email
support@coromed.us

Tax Registration No.
82-2669986

Sales Quote QUO079686

May 15, 2024

Page 2 / 2

AEDUS-DECAL	AED.us "AED Inside" Window decal	20	Each	0.00	0.00
AEDUS-TAG	AED.us AED Inspection Tag	20	Each	0.00	0.00
8911-003000-01	ZOLL Mobilize Rescue Systems, COMPACT. Includes SOF-T Tourniquet, QuikClot Dressing, Hyfin Chest Sea	20	Each	0.00	0.00
AED TRADE	Old Philips AED's	20	Each	-150.00	-3,000.00
				Subtotal	28,900.00
				Total Tax	2,312.00
				Total \$	31,212.00
Amount Subject to Sales Tax		28,900.00			
Amount Exempt from Sales Tax		0.00			



Public Safety
P.O Box 1177
Aiken, South Carolina 29802
803-642-7620

834 Beaufort Street NE
Aiken, South Carolina 29801
Fax: 803-293-7866
311@cityofaikensc.gov

MEMORANDUM

TO: Chief Barranco
FROM: Captain Brazier *MB*
DATE: April 16, 2024
SUBJECT: CPST IV – Extrication Equipment

Received updated quote today from Spartan Fire and Emergency Apparatus, our Holmatro vendor.

1 – PSP40 Spreader Next Gen - \$13,346.44
1 – PCU50 Cutter Next Gen - \$12,942.38
1 – PTR50 Telescopic Ram Next Gen - \$10,976.37
5 – Battery PBA287 - \$4,343.20
1 – Charger PBCH2 115 Volt - \$575.83
2 – Charger PBCH3 12/24 Volt DC - \$975.44
1 – TRE05 Extension Pipe - \$983.45
3 – 2024 Mounting Vert/Hor - \$825.00
1 – PP-HOL-TRES –EXT - \$200.00
Freight Cost - \$200.00
Sales Tax – 8% - \$3,613.45
TOTAL = \$48,981.56

4/16/24

SMART® VMS III

Variable Message Sign Trailer



Speed Monitoring Awareness Radar Trailer (SMART) with 3' x 6' Variable Message Sign (VMS).

Highly Visible

- All LED, full matrix & graphics capable
- Radar feedback programmable messages
- Legible up to 1,100 ft. (335 m)
- Pre-programmed & user defined messages
- Larger text & full display size graphics
- 1, 2, 3 or 4-line messages
- Flash lines or entire message
- 11 font sizes, up to 18 characters/line
- 5" to 19" characters

Key Features

- Kustom low power K-band RADAR
- Hydraulic sign lift
- Up to 15 days run time with 2 deep cycle batteries
- Extend run time with additional batteries & solar
- 4x 2-ton screw leveling jacks
- Removable tongue and removable 2" ball hitch
- NTCIP compliant

Options

- Standard & AimStar® adjustable solar panels*
- Additional deep cycle batteries
- Wi-Fi modem & 4G modem with GPS
- Auxiliary equipment pedestal (ALPR camera ready)
- Vehicle yoke mount (no trailer)
- Custom paint
- Anti-corrosion enriched paint
- Aluminum wheels
- Spare Tire
- Tamper alarm
- Wheel Lock
- Traffic Data Recording System
- Tongue mounted jack with 6" swivel wheel
- Low power wireless hand-held terminal

* AimStar is an American Signal Company registered trademark



ALPR camera ready (shown on VMS II/HT)

Changeable message display

NTCIP compliant

Improve community relations

Kustom Signals Inc. 9652 Loiret Boulevard, Lenexa, KS, 66219, USA.

www.KustomSignals.com

Tel. 800-458-7866

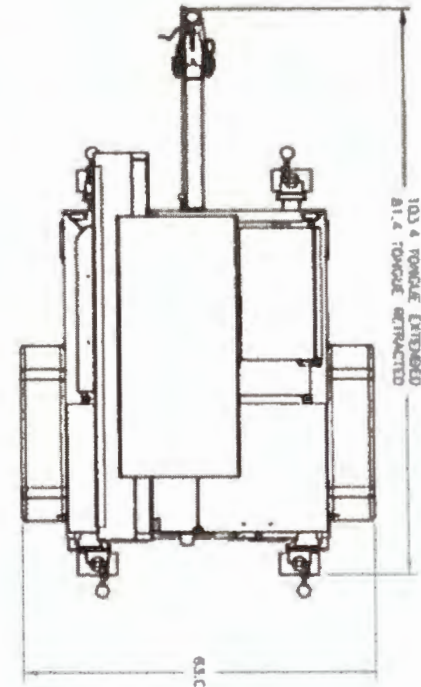
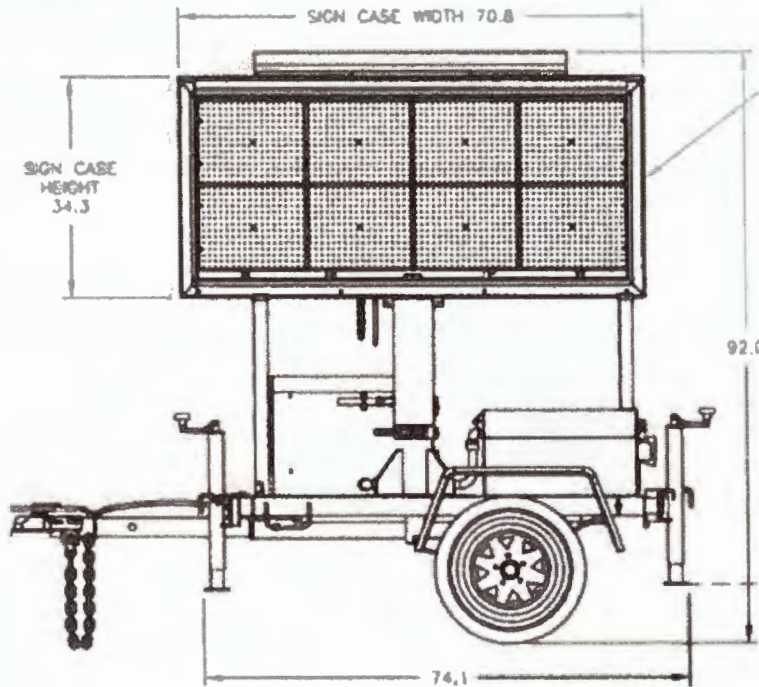
913-492-1400

SMART® VMS III

Variable Message Sign Trailer



Portable Changeable Message Sign



Physical/Mechanical

Height (raised)	135 7" / 3.4m
Height (storage)	92" / 2.3m
Length (tongue)	103" / 2.6m
Length (w/o tongue)	81" / 2.0m
Width	63" / 1.6m
Sign Case Width	70.8" / 1.8m
Sign Case Height	33.9" / 0.9m

Electrical/Display

Matrix Type	Full Matrix
Matrix Size	28 Rows x 72 Columns
LEDs Per Pixel	1
Angularity	30 Degrees
Speed-Variable	.10 sec increments
Timing	
LED Color	590 nm ITE Amber / Yellow
Character Size	5" to 19"

Character Fonts

Character Fonts

Control/Operation

Permanent (factory) Messages	230
User-Defined Messages	200
Message Sequences	200
Graphic/Animation Messages	150

Pixel Matrix	Normal Height	Characters Per Line	Lines Sign Face
3 x 5	5"	18	4
4 x 5	5"	14	4
3 x 7	7"	18	3
4 x 7	7"	14	3
5 x 7	7"	12	3
5 x 7W	7"	10	3
7 x 7	7"	9	3
7 x 7W	7"	8	3
6 x 11	10.5"	10	2
7 x 20	19"	9	1
9 x 20	19"	7	1

Quote Number 00010778



Prepared By Sydney Burke
 Phone (913) 428-3279
 Fax (913) 492-1703
 Email sburke@kustomsignals.com

Address 10901 W. 84th Terrace, Suite 100
 Lenexa, KS 66214
 United States
 Created Date 4/16/2024
 Expiration Date 7/16/2024

Quote To:

Name	Captain Brian Key	Ship To Name	AIKEN DPS
Bill To Name	AIKEN DPS	Ship To	834 BEAUFORT ST
Bill To	PO BOX 1177 - ZIP 29802		AIKEN, SC 29801
	AIKEN, SC 29801		USA
	USA		

Product Code	Quantity	Product Description	Sales Price	Total Price
1510	1.00	SMART VMS III Autonomous - Portable Changeable Message Sign. 34" x 71" FULL matrix LED display, 4x 6VDC batteries, 170W solar, AC charger, MPPT solar charge controller, and electro-hydraulic mast.	\$14,950.00	\$14,950.00
5053	1.00	Traffic Data Recording System w/ flash card NOTE: Traffic Stats not accessible remotely with 4G modem	\$725.00	\$725.00

Totals

Subtotal	\$15,675.00
Shipping and Handling	\$1,330.00
Total Amount	\$17,005.00

* Applicable Sales Tax Not Included. Seller may charge Buyer a 25% restocking fee.

The SMART variable message sign trailer (VMS) features all amber full matrix LED display providing outstanding legibility distance over 1,000 ft. These easy to program displays come with three display sizes, are capable of graphics, animations, flash individual lines or entire messages. They include pre-programmed messages, user defined messages, message sequences, and MUTCD symbols. The display swivels 360° making them less wind resistant during travel, reducing drag and saving fuel. The Kustom directional RADAR provides speed awareness with approaching vehicle speeds with up to 4 over speed threshold alert messages. The new Autonomous power configuration is power positive all year around, even in northern US climates. Includes one (1) year standard warranty and five (5) year RADAR warranty.

Quote Acceptance

Signature _____
 Name _____
 Title _____
 Date _____

Quote Number 00010778



KUSTOM SIGNALS, INC.

Prepared By Sydney Burke
Phone (913) 428-3279
Fax (913) 492-1703
Email sburke@kustomsignals.com

Address 10901 W. 84th Terrace, Suite 100
Lenexa, KS 66214
United States
Created Date 4/16/2024
Expiration Date 7/16/2024

KUSTOM SIGNALS, INC. TERMS AND CONDITIONS

1. **APPLICABILITY.** Unless otherwise specified in a written bid, quote or contract, the following terms and conditions shall apply.

2. **PRICES AND TAXES.** Prices will be Kustom Signals, Inc.'s ("Seller") prices in effect on the date a purchase order is accepted by Seller, and Seller may change its prices at any time, in its sole discretion. All prices will be F.O.B. Chanute, Kansas, and net of any duties, sales, use or similar taxes, fees or assessments, and do not include shipping, packaging or any insurance costs, all of which are Buyer's responsibility.

3. **PAYMENT.** Unless otherwise provided on the face of the invoice, payment is due 30 days after invoice date in US dollars. Partial payments are not permitted unless authorized in writing. Partial payments will be treated as non-payment. Each invoice is independent from shipping sequence and disputes relating to other invoices. Failure to pay an invoice within 30 days will be considered a default.

4. **DELIVERY AND PERFORMANCE.** Delivery dates are approximate. Seller disclaims all liability for late or partial delivery. Seller may deliver in such lots and at such times as is convenient for Seller.

5. **LOSS IN TRANSIT.** Risk of loss will pass to Buyer upon delivery of the goods to the carrier. In case of breakage or loss in transit, Buyer will have notation of same made on expense bill before paying freight. Seller may reject claims for shortages not made within 15 days of Buyer's receipt of the goods.

6. **TERMINATION, RESTOCKING CHARGES.** Buyer may terminate this purchase order for its convenience, in whole or in part, by written, faxed or telegraphic notice at any time. If Buyer terminates this purchase order for convenience, Buyer will be liable to Seller for Seller's reasonable costs incurred in the performance of this purchase order that Seller cannot mitigate. Unless otherwise agreed upon in advance in writing by Seller, Seller may charge Buyer a 25% restocking fee, if: (a) upon approval by Seller, the Buyer returns any non-defective goods covered by this invoice; or (b) prior to shipment, but after the goods are produced by Seller, Buyer cancels the order for the subject goods.

7. **WARRANTY.** Seller's warranty is provided separately.

8. **LIMITATION OF LIABILITY.** SELLER IS NOT LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, OR INCIDENTAL DAMAGES, OR ANY LOST PROFITS OR LOST SAVINGS, EVEN IF A SELLER REPRESENTATIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS, DAMAGES, CLAIMS OR COSTS, NOR IS SELLER LIABLE FOR ANY CLAIM BY ANY THIRD PARTY. SELLER'S AGGREGATE LIABILITY UNDER OR IN CONNECTION WITH THIS PURCHASE ORDER IS LIMITED TO THE AMOUNT PAID FOR THE GOODS.

9. **INDEMNIFICATION.** Buyer will indemnify, defend and hold Seller harmless from all losses, damages, liabilities and costs, including attorneys' fees, incurred or sustained by Seller as a result of any third party claim made against Seller, including a claim by a customer of Buyer, arising from its negligent, reckless, willful, or intentional actions in marketing and reselling the goods.

10. **EXPORT RULES.** Exports and re-exports of the goods may be subject to United States export controls and sanctions administered by the U.S. Department of Commerce Bureau of Industry and Security under its Export Administration Regulations ("EAR"). Buyer shall comply with all laws, rules and regulations applicable to the export or re-export of goods including but not limited to EAR which includes, among other things, screening potential transactions against the U.S. Government's (i) list of prohibited end users, and (ii) list of prohibited countries. Buyer represents and warrants that (i) it has not been charged with, convicted of, or penalized for, any violation of EAR or any statute referenced in EAR §766.25, and (ii) it has not been notified by any government official of competent authority that it is under investigation for any violation of EAR or any statute referenced in EAR §766.25.

11. **MISCELLANEOUS.** These terms and conditions, together with any other written agreement between Buyer and Seller, if any: (i) are the exclusive statements of the parties with respect to the subject matter and supersede any prior or contemporaneous communications; (ii) may not be amended except in writing executed by the parties and will prevail in any case where the terms of Buyer's purchase order or other communication are inconsistent; (iii) will be interpreted and enforced in accordance with the laws of the State of Kansas, without giving effect to principles of conflicts of law. These terms and conditions are: (1) solely for the benefit of the parties, and no provision of these terms and conditions will be deemed to confer upon any other person any remedy, claim, liability, reimbursement, cause of action or other right. Each party consents to the exclusive personal jurisdiction of the state and federal courts located in the State of Kansas for purposes of any suit, action or other proceeding arising out of this Agreement, waives any argument that venue in any such forum is not convenient and agrees that the venue of any litigation initiated by either of them in connection with this Agreement will be in either the District Court of Johnson County, Kansas, or the United States District Court, District of Kansas. If any provision of these terms and conditions is unenforceable, the remaining provisions will remain in effect. No waiver (whether by course of dealing or otherwise) is effective unless it is made in writing and signed by the party to be charged with such waiver. Unless otherwise specified in writing, notices must be given in writing by registered or certified mail, return receipt requested, addressed to:

Kustom Signals, Inc.
Attn: Sales Dept.
9652 Loiret
Lenexa, KS 66219

Quote Acceptance

Signature _____

Name _____

Title _____

Date _____

THE CITY OF AIKEN

Memorandum

Date : April 22, 2024

To : City Council

From : Stuart T. Bedenbaugh, City Manager

Subject: Issues and Updates

This *Issues and Updates* memo represents my efforts to avoid inundating City Council members with individual memos. Several significant or potentially critical issues are presented here. Please feel free to let me know if you have any further questions or concerns about any of the items I have included in this most recent edition.

1. **City Events:**

Tuesday, April 23 at 6:00 p.m.: The Board of Zoning Appeals will hold its regular monthly meeting in Council Chambers, Third Floor of the Municipal Building, 111 Chesterfield Street, South.

Tuesday, May 7 at 6:30 p.m.: The Design Review Board will hold its regular monthly meeting in Council Chambers, Third Floor of the Municipal Building, 111 Chesterfield Street, South. A work session will begin at 5:30 p.m.

Monday, May 13 at 7:00 p.m.: City Council will hold its next meeting in Council Chambers, Third Floor of the Municipal Building, 111 Chesterfield Street, South.

Tuesday, May 14 at 6:00 p.m.: The Planning Commission will hold its regular monthly meeting in Council Chambers, Third Floor of the Municipal Building, 111 Chesterfield St. S. A work session will be held at 5 p.m. in Room 315.

2. **Woodbine Storm Drain Repair Update:** Attached is a memo from Capital Projects Manager Danielle Fox summarizing the recent storm drain repair on Woodbine Rd. The repair is needed immediately to ensure public access and safety. After use of CCTV, water and dye, it was determined the cause of the issue is gapped joints and areas of broken storm pipe. The project cost is approximately \$100,000 and CPST IV will be the source of funds for this repair.

3. **ADPS Successfully Completes SLED's Information Technology audit:** Attached is a memo from Lauren Barwick, Information Security Officer with SLED, informing Chief Charles Barranco that the Aiken Department of Public Safety is in compliance with the 2024-2026 Information Technology Security audit. This ensures that ADPS is in compliance with its access and utilization of FBI data.

Issues and Updates

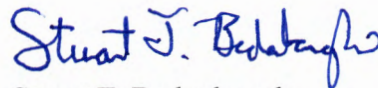
Page 2

April 22, 2024

4. **Nonagenda public comment update:** A citizen inquired about the intersection at Hampton Avenue and Laurens Street. Benesch Engineering is currently working on a study to evaluate a proposed improvement to the traffic flow in that area. This will provide staff with a starting point to determine best next steps and cost estimates for the improvement. In the meantime, Assistant City Manager Lex Kirkland contacted SCDOT and they responded, “*Hampton Ave and Laurens St is part of an active project. The contractor will restore the pavement markings as originally marked in this intersection.*”

5. **Commendations:** A water customer on St. Andrews Way, who is moving away from the City of Aiken submitted the following comment online complimenting the City’s water service after submitting a turn-off request:

We have been very happy with Aiken Water Service. We hate to leave such a great place, but family is important and we are moving closer to them. Thank you all for being such good people !



Stuart T. Bedenbaugh
City Manager

Issues and Updates

Page 3

April 22, 2024



2024 Strategic Plan
1-10-24
1-10-24
1-10-24

1-10-24
1-10-24
1-10-24
1-10-24

MEMORANDUM

Date : April 22, 2024

To : Stuart T. Bedenbaugh, City Manager

From : Danielle Fox, Capital Projects Sales Tax Manager

Subject: Issues and Updates- Woodbine Storm Repair

Engineering and Utility's staff responded to a complaint call from 1242 Woodbine and identified the driveway approach settling do to infiltration of the storm line below. CCTV along with water and dye was used to diagnose gapped joints and areas of broken storm pipe causing the settling. Because the water main is located directly on top of the storm line the recommended repair would be a trenchless CIPP (cured in place pipe), when after installed will completely seal off any infiltration. The current deterioration of the storm drain pipe has impacted resident access and has been identified as an immediate repair to ensure public access and safety as well as restoration of the storm drain line to prevent future issues and impacts.

There is 468' of storm pipe that will be lined in this emergency repair project and a reasonable quote from NU-PIPE has been given totaling \$86,788 and they will begin work on April 18, 2024 and work will proceed for approximately 5-7 calendar days. Overall project cost is budgeted for \$100,000 from CPST IV and will include repairs to all damaged driveway approaches



Issues and Updates

Page 4

April 22, 2024



**South Carolina
Law Enforcement Division**

401 New Circle
Columbia, South Carolina
29221-1390

Henry D. McMaster, Governor

Mark A. Hall, Chief

Tel: (803) 737-9000

April 3, 2024

Chief Charles Barranco
Aiken Department of Public Safety
834 Beaufort St. NE
Aiken, SC 29801

Dear Chief Barranco,

The SLED Information Security Division (ISD), Governance Risk & Compliance (GRC) Unit, has found the Aiken Department of Public Safety in compliance with the 2024-2026 Information Technology Security (ITS) audit. This ITS audit was to determine your agency's compliance with the FBI's CJIS Security Policy associated with access to, and utilization of FBI CJIS systems data.

We thank you for your commitment to ensuring the security of your agency's CJIS operations and look forward to working with you again in the future.

Sincerely,

A handwritten signature in blue ink, appearing to read "Lauren Barwick".

Lauren P. Barwick, ISO
South Carolina Law Enforcement Division



An Accredited Law Enforcement Agency



Human Resources Report

3/1/2024

Department	Job Title	Hired	Voluntary Resignation	Dismissal	Quit No Notice	Retirement	Promotion/Transfer/ Full Time	Seasonal/Summer Worker	End Of Seasonal Work	Other
City Manager's Office	Capital Projects Manager	1								
	Museum Coordinator		1							
Building Inspections										
Economic Development										
Engineering and Utilities	Utilities Worker	3								
	Utilities Team Leader	1								
	Secretary	1								
Finance										
Human Resources										
Information Technology										
Parks, Recreation & Tourism	Facilities Assistant	2								
	Athletic Program Coordinator	1								
	Recreation Program Coordinator		1							
Planning										
Public Services	Maintenance Worker	4			1					
	Heavy Equipment Operator									
	Maintenance Crew Leader									
Public Safety	Public Safety Cadet		1							
	Public Safety Officer		1							
	P.S. Fire Apparatus Operator		1							
	Youth/Family Coordinator		1							
TOTAL		13	6	0	1	0	0	0	0	0

Promotions		
Name	Job Title	Department
Gabriel Waters	Parks Coordinator	Parks, Recreation, & Tourism
Adonica Craig	Neighborhood Services Director	Economic Development
Robert Wise	Public Safety Officer II	Public Safety
Guilherme Fune	Public Safety Officer II	Public Safety
Joshua Starke	Public Safety Officer II	Public Safety
Taylor Moore	Public Safety Officer II	Public Safety
Brandon Byers	Maintenance Technician	Parks, Recreation, & Tourism
Sarah Herring	Solid Waster & Grounds Manager	Public Services

Human Resources Report

Fiscal YTD July 1, 2023 - June 30, 2024

Department	Job Title	Hired	Voluntary Resignation	Dismissal	Quit No Notice	Retirement	Promotion/Transfer/ Full Time	Seasonal/Summer Worker	End Of Seasonal Work	Other
City Manager's Office	Capital Project Manager	1	1							
	Court Registrar	1	1							
	Museum Coordinator		1							
Building Inspections										
Economic Development	Director of Economic Development		1							
Engineering and Utilities	Utilities Worker	15	3	3	1					
	Assistant City Manager	1								
	City Engineer	1								
	Environmental System Operator		1							
	Equipment Coordinator	1								
	Locator	1								
	Secretary	1								
	Supervisor	1				1				
	Utilities Team Leader	1								
Finance	Accountant		1							
	Accountant (Accounts Payable)				1					
Human Resources										
Information Technology										
Parks, Recreation & Tourism	Facilities Assistant	11	9		1					
	Athletic Program Coordinator	1	1							
	Facilities Opeator	1								
	Maintenance Technician	1	1							
	Maintenance Worker	8	1			1				
	Marketing Cordinator	2								
	Parks Coordinator		1							
	Recreation Program Coordinator		1							
	Secretary	1	1							
	Senior Maintenance Worker			1						
	Summer Worker				2				16	
	Tourism Coordinator	2			1					
	Tourism Program Supervisor		1							
Planning										
Public Services	Heavy Equipment Operator	6	1	2	1					
	Maintenance Crew Leader	1	2							
	Maintenance Worker	12	1	2	3					
	Tree Trimmer				1					
Public Safety	Communication Operator	2				1				
	Envoronmental Officer	1	1							
	Investigator II		1							
	P.S. Fire Apparatus Operator	3	3							
	Public Safety Cadet	2	1							
	Public Safety Officer	6	8	1						
	School Crossing Guard	2	1							
	Volunteer Fireman		1							
	Youth/Family Coordinator	1	2							
TOTAL	TOTAL	87	47	9	11	3	0	0	16	0

Tracy Lott
Tracy Lott, Human Resources Director

City of Aiken Utilities Report for March 2024 **AGENDA ITEM #(c)**

		22/23		23/24	
WATER		Month Total	Year Total	Month Total	Year Total
Customers	In City	15,026	n/a	15,155	n/a
	Out City	5,615	n/a	5,653	n/a
	New Customers (Net)	16	n/a	-23	n/a
Gallons of Water Pumped	Shaws Creek	60,803,000	254,994,268	40,310,550	503,633,601
	Shiloh Springs	39,060,000	493,282,700	36,570,000	342,124,000
	Pine Log Well	75,000,000	33,135,802	67,870,000	660,464,000
	Town Creek Well	71,320,000	349,835,096	40,440,000	50,610,000
	The Vale	1,174,800,000	1,186,312,859	380,500	6,177,988
	Silver Bluff	38,603,674	449,279,152	33,679,227	319,252,388
	Total Pumped	284,786,674	3,192,820,164	219,250,277	1,882,261,977
Water Main Leaks	Weekday	2	54	1	38
	Weekend & Nights	0	8	0	6
Water Service Leaks	Weekday	51	661	50	461
	Weekend & Nights	18	260	10	196
	Customer Side	42	402	15	350
	Leaks Responded to	113	1,386	75	1,054
Fire Hydrants	FH Maintenance	0	0	0	0
	FH Replaced	0	0	0	6
Water Taps	New Service Line/Tap	20	204	2	2
	Tap Fees	1,850	28,950	3,597	18,465
Misc.	Water Service Replacement	7	73	2	63
	Water Valve Maintenance	0	0	0	0
	Water Valve Operated	7	126	2	74
	Water Lines Installed (LF)	636	4,168	47	2,947
	Service Line Renewal (fix leaks)	58	731	14	539
	Locate Utilities	1,817	5,219	2,168	14,167
	Rusty Water Complaints	33	112	5	108
SEWER					
Customers	In City	14,644	n/a	14,726	n/a
	Out City	841	n/a	908	n/a
	New Customers (Net)	21	n/a	8	n/a
Sewer Backups	City Total	26	343	30	413
	Customer Total	16	350	11	123
	On Call	16	208	30	220
	Total Backups Responded to	58	496	71	757
	Cleaned/Jetted (LF)	1,405	8,475	3,330	25,845
Sewer Lines/Taps	New Sewer Taps	0	7	2	6
	Cleanouts Installed	3	17	1	19
	Cleanouts Repaired	8	37	1	18
	Sewer Lines Installed (LF)	109	171	1	294
	Sewer Lines Repaired/Laterals	3	522	1	13
	Manholes Repaired/Raised	1	16	0	12
	Sewer Camera'd (LF)	775	3,396	1,000	8,005
	Storm Water Camera'd (LF)	350	9,936	0	640
YARDS					
Repairs Completed (Each)		26	420	30	451
METERS					
Need Whole Meter Box		0	11	1	5
Need Lid on Meter		0	16	1	9
Curb Stop Needs Replacing		1	53	4	30
Turn Off/Turn On		548	5629	482	4167
Cutoff Backflow Noncompliant		0	1	0	18
PC (Pressure Checks)		6	100	3	36
Reconnect After Payment		16	608	28	148
Check for Leaks		11	93	9	74
Move Meter		0	21	0	5
Reread Meter		13	229	26	271
Whensets		23	177	21	248
Meters Changed Out		41	588	96	635

City of Aiken Streets & Roads Monthly Report for March 2024 **AGENDA ITEM #(c)**

WORK PERFORMED				
<i>Asphalt Crew</i>	Monthly Repair	YTD Monthly Repair	Monthly Hrs	YTD Monthly Hours
City Road Repair	4	14	0	25
City Water Road Repair	5	220	36	634
City Sewer Road Repair	0	9	0	16
City Storm Water Road Repair	5	10	0	13
City Road Preservation Program	0	0.00	0	0.00
City Road Crack Sealing	0	0	0	0
City Pothole	3	60	3	79
DOT Road Repair	0	0	0	0
DOT Storm Water Road Repair	0	0	0	0
DOT Pothole	0	0	0	0
PRT Road Repair	0	0	0	0
PW Paver Repair(Tree Roots)	0	8	0	2
City Water Paver Repairs	0	0	0	2
City Public Services Repairs	0	0	0	0
Street & Shoulder Repair /hrs	0.00	0.00	0.00	0.00
Public Safety Road Repair	0.00	2.00	0.00	4.00
<i>Dirt Roads</i>		YTD Miles	Monthly Hrs	YTD Hours
Dirt Street Grading	0.00	139.00	39.00	265.00
Dirt Added to Street	0.00	0.00	0.00	0.00
<i>Concrete(15ft CG)</i>	Mthly Sq Yd	YTD Sq-Yd	Mthly Hrs	YTD Mthly Hrs
City Sidewalk/Concrete Driveway/C&G	0.00	12.00	0.00	31.00
City(Water)Sidewalk/Concrete Driveway/C&G	0.00	22.00	9.00	153.00
City (Sewer) Sidewalk/Concrete Driveway/C&G	0.00	1.00	0.00	3.00
City (SW) Side Walk Concrete Driveway/C&G	0.00	0.00	0.00	0.00
City Curb & Gutter/ Linear Footage	0.00	25.00	0.00	0.00
DOT Sidewalk/Concrete Driveway/C&G	0.00	0.00	0.00	0.00
PW Sidewalk/Concrete Driveway/C&G	0.00	0.00	0.00	0.00
Public Safety Sidewalk/Concrete Driveway/C&G	0.00	1.00	0.00	2.00
PRT Sidewalk/Concrete Driveway/C&G	0.00	0.00	0.00	0.00
*SPECIAL PROJECTS				
STORM WATER WORK PERFORMED	Mthly Total	Ytd MthlyTotal	Mthly Hrs	YTD Mthly Hrs
Cleaned Catch Basin/Curb Inlets City	37	186	14	82
Cleaned Catch Basin/Curb Inlets SCDOT	37	185	14	81
Pipes/Ditches Cleared Footage	865	6,737	N/A	N/A
Site Visits Hours	10	10	10	87
Storm Pond Maintenance			Mthly Hrs	Ytd Mthly Hrs
Vegetation Hrs.	N/A	N/A	14	128
Fence Repair Hrs.	N/A	N/A	0	51
Inlets/Outlets Hrs.	N/A	N/A	4	67
Pond Inspections	N/A	N/A	1	4
S W Infrastructure Maintenance	Mthly Repair	Ytd Month #		Ytd Mthly Hrs
Box Repairs	3	20	N/A	N/A
Lid Repairs	3	29	N/A	N/A
Pipe Repair	0	8	N/A	N/A
Street Sweeper Hrs.				
City Streets Hrs.	N/A	N/A	160	1,120
SCDOT Hrs	N/A	N/A	160	1,120
Camera Hours	Mthly Ft	Ytd Footage		
City	1800	2,670	10	26
SCDOT	450	450	3	3
Stormwater Projects Hrs				
Meeting			10	76.00
Special Proj			19	169.00
			0	0.00
			0	0.00
			0	0.00
			0	0.00