

Aiken City Council Minutes

July 8, 2002

WORKSESSION

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

Others Present: Roger LeDuc, Bill Huggins, Gary Smith, Larry Morris, Pete Frommer, Richard Pearce, Sara Ridout, Karen Daily of the Aiken Standard, Josh Gelinas of the Augusta Chronicle, and 8 citizens, 5 of them representatives for the Playhouse.

Mayor Cavanaugh called the meeting to order at 6:35 P.M.

PERFORMING ARTS THEATERAgreementNewberry StreetWashington Group BuildingCommunity TheaterPlayhouse Agreement

Mr. LeDuc stated at the last work session Larry Morris gave an update on the construction status of the theater. He stated that work should be completed around the end of September. Over the last several months the City and the playhouse have been meeting to formulate a lease agreement. This agreement was developed based on the Memorandum of Understanding which Council approved with the playhouse on May 1, 2000. This agreement allows the playhouse to use the facility on dates indicated in their calendar as red or yellow days. It gives the City the ability to use the entire facility on green days and the front portion of the stage listed as yellow dates. During this first year, the playhouse is starting their season six weeks later than usual. This has compressed their play schedule, and therefore less green dates are shown on the calendar. They are also using a three week stage set up time during the first year and feel that in the future they can reduce this to two weeks. Both the City and playhouse staff feel that in the future several additional green days will be available for the City to use this facility. These dates will be adjusted on a year to year basis and, after the first year, both the parties should have a better understanding of when the theater would be available to the two groups. The green and yellow dates give the City, Washington Group, and the community the ability to use the theater during a major portion of the calendar year. It also gives the City the ability to receive rental income to offset its expenses. We feel the proposed agreement is fair to both sides and should meet the needs of all the parties involved. Once Council has commented on this agreement, it will be placed on the Council agenda for formal approval.

Mayor Cavanaugh was concerned about maintenance of the building and clean up after use. He pointed out the proposed agreement talks about three different parties being responsible for clean up. He was concerned that there might be confusion over whose responsibility it is to clean the building, and that it might not get cleaned. He was concerned whether there would be cleaning equipment available for all three parties to use to clean the building.

Ms. Angie Fitzgerald stated her understanding is that the Washington Group and the Playhouse would be jointly responsible for keeping the lobby clean since they share the lobby. The Playhouse would be jointly responsible for keeping the lobby clean as a routine matter. If someone else were using the building it would be up to them to make sure the building is clean.

Mr. LeDuc stated there would be three parties involved in the clean up: the Washington Group, the Playhouse and the City for other rentals. He pointed out Washington Group has a janitorial service, and the lease agreement with Aiken Corporation says the Washington Group will maintain the lobby area daily.

Councilwoman Vaughters asked about insurance for the building, and Mr. LeDuc responded that the insurance would be included with the city's other buildings.

Councilwoman Vaughters questioned the length of the lease. It was pointed out the lease is for 10 years with the option to renew for nine additional 10 year periods.

Councilwoman Price stated the question regarding maintenance of the lobby is a good one and needs to be decided firmly. She pointed out a large portion of the Washington Group ingress and egress through the side door, with mostly visitors using the front door. She stated at times there has been litter in front of the building, and there is a question as to who should be taking responsibility for this. She said specifically someone does need to be identified as the controlling entity in terms of who has authority to see that the building is maintained.

Councilman Cunning stated with three groups it is difficult to know who is responsible. He said one group could maintain the building and the others be billed for the service.

Mr. Wade Brodie stated janitorial service would be included in the Washington Group's letter of service. He stated he had discussed with them the area included, and the vestibule and entrance is part of their responsibility on a day to day basis. If the City rents the building, then the City would be responsible for cleaning of the area.

Council asked that the maintenance be made a little more specific as to how it will be handled with the Washington Group and the Playhouse.

Mr. LeDuc stated currently there is an agreement between Aiken Corporation and the Washington Group which states that on a day to day basis they clean the lobby and the vestibule area. In this particular agreement with the Playhouse, the agreement states they will be responsible for cleaning the lobby when they use it, plus the theater or other areas. It also states that if the City rents the building the City will be responsible for the cleaning.

There was concern about when the cleaning would be done. It was pointed out if there is an event in the evening, the Washington Group services would not be available to do the cleaning until the next day unless they were brought back in especially for the cleaning. It was pointed out this particular agreement assigns cleaning to the Washington Group, but they are not a signee of this agreement. It was felt this needs to be clarified, and there should be a separate agreement which is signed by the Washington Group agreeing to the janitorial service. Mr. Brodie suggested that the Aiken Corporation could have a separate agreement for responsibilities for cleaning of the building.

Mayor Cavanaugh was also concerned about the wording under "Signage." He was concerned about the sharing of the marquee. He wanted to be sure there was an understanding about the sharing of the marquee.

Mayor Cavanaugh was concerned about the wording of Article VIII. He said he had understood that the city would be charging \$1 per ticket, but the wording did not seem to be firm in this paragraph that the \$1 would be charged.

Members representing the Playhouse stated the \$1 would be charged on tickets except for the season membership tickets for this season. All tickets except season tickets would be charged \$1.

Mr. Buzz Rich, Attorney for the Playhouse, pointed out the lease is for 99 years and the wording in Article VIII gives the option to charge the \$1 fee. He said it leaves the option not to charge the fee at some time in the future.

Mr. LeDuc stated when he determined how the \$750,000 loan could be paid off for the Playhouse portion of the building, he included \$1 per ticket for all events. He pointed out a consideration on how long the \$1 per ticket should be included is whether the rental of the facility would be profitable considering maintenance, utilities, and other needs of the building such as a new roof, carpet, etc.

It was pointed out that the wording indicates that the \$1 per ticket will be charged for one year, and then Council will have to decide next year whether to continue the \$1 fee.

Councilwoman Price questioned limiting the fee to \$1 per ticket. She said to limit the fee to \$1 for 100 years is not logical. She stated her reason for asking about the limit to \$1 is she was concerned as to whether this would be enough to cover the expenses. She said everyone hopes the theater will be able to support itself. Councilman Smith stated it seemed to him that at the renewal periods Council should have the opportunity to review the fee as to whether it is needed and whether it may need to be increased.

After discussion Council felt that there should be some wording to the effect that the lessee has the right to increase the ticket fee for the Playhouse depending on the financial condition of the Playhouse at the end of the option renewal periods.

Mr. Buzz Rich stated he was concerned about future Councils and how high the fee might be increased. He said he felt there should be some limitation on the increase.

It was pointed out the \$1 fee includes all tickets sold at the building, including those of the Playhouse and any other events held in the building.

Council then discussed a possible limitation on the fee to be added to each ticket. Limiting the fee increase to 10% of the ticket price was discussed.

Council then discussed the possible use of the building and expressed the hope that the building would be rented for other events more than occasionally, so there would be income and maximum use of the building.

Mr. LeDuc stated the agreement would be brought back to Council on July 22, 2002, with the modifications.

#### COMMERCIAL VEHICLES

##### Parking

##### Residential Areas

Mr. LeDuc stated last year City Council asked the Planning Commission to review the Zoning Ordinance restrictions for commercial vehicles in residential zones. The review was to determine whether large commercial vehicles such as delivery trucks could be parked overnight in residential areas. He suggested that Council discuss this item at the next meeting because it was almost time for the Council meeting.

#### GRANT

##### Department of Juvenile Justice

##### Truancy Initiative Program

##### Public Safety Department

Mr. LeDuc stated Public Safety would like to discuss with City Council the availability of a grant which would allow the City to participate in a Law Enforcement Truancy Initiative Program. This program would serve the teenagers that have been dismissed from school for various reasons. Many of these children live in a single-family household and have no supervision during the time that they are away from school. The South Carolina Department of Juvenile Justice has asked eight cities to consider participating in a truancy initiative pilot program. They are willing to pay up to 80% for the officers, office space, supplies, vehicles, and other expenses. The 20% can be paid for through the rental of an office at Public Safety and lease of a vehicle from the City. This officer would help develop programs and help direct these individuals into activities which would redirect them from getting into at risk situations. They would also work with the other cities to determine what is working well in their community and can be duplicated in Aiken. The goal would be to develop methods to correct problems that develop out of truancy, and they will use the interagency core group to deal with the problems associated with truancy. The individual would work in our Youth Service Division and would understand that when this grant expired there would be no guarantee

July 8, 2002

that this program would continue. This is similar to the spirit program we had a few years ago where we hired an individual for a couple of years to develop programs for young women in our community. In this case, once the grant was exhausted their employment contract with the City ended. If you approve this program, Lalita Ashley would begin putting the details together, and we would anticipate hiring an individual to run the program within the next 30 days. This has been placed on the Council agenda for Council's action.

Council discussed the proposed grant and felt that it seemed to be a needed service. It was pointed out that possibly when the grant ends something could be worked out with the School District for funding if the program is a success and serves a need. It was also stated that this would be a good opportunity to use volunteers. Council expressed concern for students who are expelled from school because they are left unsupervised and when they do go back to school they are so far behind. It was felt if developed properly this program could become a model program.

Chief Frommer stated in programming this service Public Safety would form a partnership with the School District and others in the community to help tutor and meet the students needs. He said the person hired under the grant would be the coordinator to pull the help in the community together to work with these students.

Council stated the program seemed to be something needed in the community.

### REGULAR MEETING

July 8, 2002

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

Others Present: Roger LeDuc, Bill Huggins, Gary Smith, Anita Lilly, Richard Pearce, Pete Frommer, Larry Morris, Ed Evans, Sara Ridout, Karen Daily of the Aiken Standard, Josh Gelinis of the Augusta Chronicle, and 12 citizens.

Mayor Cavanaugh called the meeting to order at 7:35 P.M. Councilwoman Price led in prayer, which was followed by the pledge of allegiance to the flag.

### APPROVAL OF AGENDA

Mayor Cavanaugh stated Council needed to approve the agenda. Councilman Smith moved, seconded by Councilwoman Clyburn and unanimously approved, that the agenda be approved as presented.

### MINUTES

The minutes of the regular meeting of June 24, 2002, and the work sessions of June 18 and July 1, 2002, were considered for approval. Councilman Cuning moved that the minutes be approved as written. The motion was seconded by Councilman Smith and unanimously approved.

### PRESENTATION

#### Alltel Crime Prevention Award Award of Excellence

Mayor Cavanaugh stated an award received by the Public Safety Department would be presented to Council.

Mr. LeDuc stated in June the Department of Public Safety received a very prestigious award at the South Carolina Law Enforcement Officer's Association annual conference. The award they received was the Alltel Crime Prevention Award of Excellence, which