THE HONORABLE CURTIS M. LOFTIS, JR.

State Treasurer
Revised 7/1/2019

Municipal Name: PICKENS | Municipal Code: 2716 | Date Submitted: 06/04/2025
Collections Period Beginning (Month/Year): 5/2025 | Collections Period Ending (Month/Year): 5/2025

SOUTH CAROLINA STATE TREASURER'S REVENUE REMITTANCE FORM

LINE	FINES, FEES AND FILING FEE / ASSESSMENT	%	CODE	AMOUNT DUE	LINE
A	Public Defender Application Fee - $40 Per Application	100%	17-3-30		A
B	Body Piercing	100%	44-32-120		B
C	Marriage License Fee - Additional $20 Per License	100%	20-1-375		C
D	Bond Estreatment	25%	17-15-260		D
DA	Municipal Conditional Discharge Fee - $150	100%	44-53-450(C)		DA
DB	Violation of State Shellfish Laws	33%	44-1-152		DB
DC	Criminally Negligent Use of Firearms/Archery Tackle	100%	50-1-85		DC
DD	Highway Work Zone - Department of Public Safety	65%	56-5-1535		DD
DE	Highway Work Zone - State Highway Fund	25%	56-5-1535		DE
DF	Public Disorderly Conduct *(New as of 07/01/2019)*	100%	16-17-530		DF
	DUI/DUS/BUI — ASSESSMENTS / SURCHARGES / PULLOUT				
E	Boating Under the Influence (BUI)	100%	50-21-114		E
F	Municipal DUS DPS Pullout - $100	100%	56-1-460	400.00	F
G	Municipal DUI Assessment - $12 Per Case	100%	56-5-2995	0.00	G
H	Municipal DUI Surcharge - $100 Per Case	100%	14-1-211	0.00	H
I	Municipal DUI DPS Pullout - $100	100%	56-5-2930&2945	0.00	I
IA	DUI/DUAC Breathalyzer Test Conviction Fee - SLED - $25	100%	56-5-2950(E)	0.00	IA
	SURCHARGES				
J	Municipal Drug Surcharge - $150 Per Case	100%	14-1-213(A)	150.00	J
K	Municipal Law Enforcement Surcharge - $25 Per Case	100%	14-1-212(A)	1,028.38	K
KA	Municipal Criminal Justice Academy $5 Surcharge *(Terminated 06/30/2016)*	100%	14-1-240(A)	10.00	KA
	OTHER ASSESSMENTS — STATE SHARE				
L	Municipal - 107.5%	88.84%	14-1-208	4,139.13	L
LA	Municipal Traffic Education Program $140 Application Fee	90.83%	17-22-350(C)		LA
M	**TOTAL REVENUE DUE TO STATE TREASURER**			5,727.51	**M**

PLEASE FILL IN THE AMOUNTS RETAINED BY YOUR OFFICE IN THE TABLE BELOW.
THIS SECTION IS FOR REPORTING PURPOSES ONLY. DO NOT REMIT THESE AMOUNTS TO THE STATE TREASURER.

LINE	RETAINED BY MUNICIPAL FOR VICTIM SERVICES	%	CODE	AMOUNT RETAINED	LINE
N	Assessments - Municipal	11.16%	14-1-208	519.95	N
O	Surcharges - Municipal	100%	14-1-211	103.38	O
OA	Other Assessments - Municipal	9.17%	17-22-350(C)		OA
P	**TOTAL RETAINED FOR VICTIM SERVICES**			623.33	**P**

Comments:
Contact Person: MELANIE DAVIS | Telephone: 864-898-8162
Contact Person Email: mdavis@pickenscity.com

KAYLA MCJUNKIN, Municipal Treasurer, certify that the foregoing information is true and accurate.
Municipal Treasurer Signature:
Municipal Treasurer Email:

***Note: This report is required by law to be filed monthly, on or before the 15th, by the MUNICIPAL TREASURER, even if there are no Collections. Form can be emailed to marty.woods@sto.sc.gov. If form is filed by fax, please confirm with Marty Woods (Phone: 803.734.2657) prior to transmissions**

port Date: 06/04/2025 For Agency 01 - For Assessment Date 05/31/2025

scription	Traffic	DUI	Criminal	Combined
mber of Offenses	37	0	5	42
tal Payments	8654.75	0.00	1630.14	10284.89
tal of Fees to State	3553.06	0.00	586.08	4139.13
tal Fraudulent Check Fees	0.00	0.00	0.00	0.00
tal Weight Team Fees	0.00	0.00	0.00	0.00
:al Wildlife Fees	0.00	0.00	0.00	0.00
:al Insurance Fees	0.00	0.00	0.00	0.00
:al Animal Cruelty Fees	0.00	0.00	0.00	0.00
:al Haz. Mat. Fees	0.00	0.00	0.00	0.00
:tim's Percentage	446.33	0.00	73.62	519.95
:tim's Flat Fees	0.00	0.00	103.38	103.38
nal Cord Fees	0.00	0.00	0.00	0.00
. Fee for DUI	0.00	0.00	0.00	0.00
hway Patrol Fee for DUI	0.00	0.00	0.00	0.00
g Fee	0.00	0.00	150.00	150.00
viction Fee	925.00	0.00	103.38	1028.38
Fee	400.00	0.00	0.00	400.00
lemy Fee	10.00	0.00	0.00	10.00
thalizer Test Fee	0.00	0.00	0.00	0.00
Zone to DPS	0.00			0.00
Zone to Highway Fund	0.00			0.00
Zone to City	0.00			0.00

TO TREASURER PICKENS MUNICIPAL COURT FOR PERIOD ENDING

		Total To Assess	Total FINE	Total ASSESSMENTS	Total OTHER SURCHARGES
Regular Fines No Exceptions	39	8,979.89	3,849.69 *DUS DPS Pullout.....* 400.00 Adjusted Fine TO CITY/COUNTY..... 3,449.70	4,138.43 To State 88.84% 3,676.58 To Victim Fund 11.16% 461.85	991.76 * WZ1 0.00 WZ2 0.00 WZ3 0.00 Victim $25 / Law Enf. $25 / Time Pay 3% / Academy / Breathalizer 28.38 / 953.38 / 0.00 / 10.00 / 0.00 * WZ1 - Work Zone Amount to DPS WZ2 - to State Highway Fund WZ3 - to Ci
Driving Under the Influence	0	0.00	0.00 *DUI DPS Pullout.....* 0.00 Adjusted Fine TO CITY/COUNTY..... 0.00	0.00 To State 88.84% 0.00 To Victim Fund 11.16% 0.00	0.00 Victim $25 / Law Enf. $25 / Time Pay 3% / Academy / Breathalizer 0.00 / 0.00 / 0.00 / 0.00 / 0.00 *DUI Charge.....* 0.00 *DUI MUSC Charge.....* 0.00
Drug Convictions	1	615.00	200.00 Adjusted Fine TO CITY/COUNTY..... 200.00	215.00 To State 88.84% 191.01 To Victim Fund 11.16% 23.99	200.00 Victim $25 / Law Enf. $25 / Time Pay 3% / Academy / Breathalizer 25.00 / 25.00 / 0.00 / 0.00 / 0.00 *Drug Cost.....* 150.00
Insurance Fraud	0	0.00	0.00 Adjusted Fine TO CITY/COUNTY..... 0.00	0.00 To State 88.84% 0.00 To Victim Fund 11.16% 0.00	0.00 Victim $25 / Law Enf. $25 / Time Pay 3% / Academy / Breathalizer 0.00 / 0.00 / 0.00 / 0.00 / 0.00
Cruelty to Animals with Humane Society Assistance	0	0.00	0.00 *Humane Society.....* 0.00 Adjusted Fine TO CITY/COUNTY..... 0.00	0.00 To State 88.84% 0.00 To Victim Fund 11.16% 0.00	0.00 Victim $25 / Law Enf. $25 / Time Pay 3% / Academy / Breathalizer 0.00 / 0.00 / 0.00 / 0.00 / 0.00
Fraudulent Checks	0	0.00	0.00 Adjusted Fine TO CITY/COUNTY..... 0.00	0.00 To State 88.84% 0.00 To Victim Fund 11.16% 0.00	0.00 Victim $25 / Law Enf. $25 / Time Pay 3% / Academy / Breathalizer 0.00 / 0.00 / 0.00 / 0.00 / 0.00 *Administrative Cost.....* 0.00
Wildlife	0	0.00	0.00 Adjusted Fine TO CITY/COUNTY..... 0.00	0.00 To State 88.84% 0.00 To Victim Fund 11.16% 0.00	0.00 Victim $25 / Law Enf. $25 / Time Pay 3% / Academy / Breathalizer 0.00 / 0.00 / 0.00 / 0.00 / 0.00
Axle Weight & Gross Weight Violations	0	0.00	0.00 Adjusted Fine TO CITY/COUNTY..... 0.00	0.00 To State 88.84% 0.00 To Victim Fund 11.16% 0.00	0.00 Law Enf. $25 / Time Pay 3% / Academy / Breathalizer 0.00 / 0.00 / 0.00 / 0.00
Ordinance Violations	2	690.00	284.33 Adjusted Fine TO CITY/COUNTY..... 284.33	305.66 To State 88.84% 271.55 To Victim Fund 11.16% 34.11	100.00 Victim $25 / Law Enf. $25 / Time Pay 3% / Academy / Breathalizer 50.00 / 50.00 / 0.00 / 0.00 / 0.00
TOTALS:	42	10,284.89	4,334.03 *(Add. Totals Above)* Adjusted Fine TO CITY/COUNTY..... 3,934.03	4,659.08 To State 88.84% 4,139.13 To Victim Fund 11.16% 519.95	1,291.76 *(Additional Totals Above)* WZ: 0.00 Victim $25 / Law Enf. $25 / Time Pay 3% / Academy / Breathalizer 103.38 / 1,028.38 / 0.00 / 10.00 / 0.00

NON-ASSESSED MUNICIPAL FEES BY MONTH 2025

	CRIMINAL		SEATBELT	
	CASES	FINES	CASES	FINES
1/1/2025	3	$696.50	1	$25.00
2/1/2025	4	$1,041.50	0	$0.00
3/1/2025	2	$750.00	0	$0.00
4/1/2025	1	$250.00	0	$0.00
5/1/2025	2	$690.00	0	$0.00
6/1/2025				

PICKENS POLICE DEPARTMENT MONTLY REPORT: May 2025

SUMMARY:

During the month of May, the Pickens Police Department responded to and generated 2,345 calls for service along with 107 Case Numbers that documented arrests and reported crimes. This number represents 73 calls for service per day. We conducted 11 motor vehicle accident investigation reports this month. We participated in a number of events in May that included High School Graduation, 5K & 15K's, the opening of the Alabaster House (women's recovery center), Memorial Day ceremony and work at Sunrise Cemetery ,monitoring two protest events and a gun show at the Market at the Mill with over 5000 attendees over a two day period.

STAFFING:

Officer Stanley, preliminarily diagnosed with cancer and separated, has been cleared and is back in week three of the academy. Officer Moore will be coming full time August 1 to oversee the Reserve & Training programs. At 1 August we will be fully staffed with two Reserve Officers and three part time officers. One Officer resigned this month to accept a position at the Sheriff's Office. His position was immediately filled by Officer Stanley

ENFORCEMENT:

There were 35 arrests made in May, and 100 traffic citations issued. There were 6 Trespass Notices served, and 10 outstanding arrest warrants were served. A number of Code Enforcement issues were addressed in May with significance compliance at a location on Sydney Dr. Two complex multi-jurisdictional investigations related to fraud consumed a great deal of time in May with arrests made in these cases. One involved over 25 local victims. We received numerous complaints in regard to go carts and motor scooter/cycles on the Doodle Trail along with vandalism in the area. Two juvenile arrests were made and one scooter confiscated.

V/R Randal J. Beach

Mayor
ISAIAH SCIPIO
City Council
CAMERON RIVERS- MAYOR PRO TEM
ALLIE WINTER
FLOYD ROGERS
RAY WILSON
JOHN MCMANUS

City of Pickens
Where the Mountains Begin.
www.cityofpickens.com

Administrator
TIM O'BRIANT
City Clerk
DONNA OWEN

June 3, 2025

For the month of May, 118 work orders were submitted to Public Works, 108 of those work orders were completed with 35 new water customers set up for water service.

Business License received and completed 120 applications in May totaling $50,765,657.89 in revenue.

Hospitality tax collected in May are sales from the month of April. Gross receipts for April from inside city businesses were $2,561,052.69, Hospitality tax revenue from those sales in City limits was $51,231.07.

Kayla McJunkin
Front Office Manager

PICKENS FIRE DEPARTMENT

Fire Chief Christopher L. Elrod

302 Johnson Street (P.O. Box 217) Pickens, SC 29671 Office: 864.878.2610 Fax: 864.878.8080

June 10, 2025

RE: Monthly Department Report

Calls

In May 2025 we had **44** calls for service compared to **39** in May 2024.

May 2025 Call Types	Number
Fires Inside Building	4
Vehicle Fire	1
Outdoor Fire	1
Rupture/Explosion	0
Rescue and EMS	9
Hazardous Condition (No Fire)	1
Service Call	13
Good Intent	7
False Alarm/False Call	8
Severe Weather/Natural Disaster	0
Special Incident	0

May 2025 Mutual Aid	Number
Mutual Aid Given	3
Mutual Aid Received	1

Staffing

Staffing Level is Full, waiting for compensation study implementation.

Projects

Completed

- Street Light Inspection, 46 found not working and have been repaired
- Annual NFPA SCBA Flow Test, no problems

Up-coming/On-Going

- Continuing business inspections
- Street Light Audit, found numerous we are paying for that are not there
- Siren on Water Tank, siren is ready, power to water tank still in process
- FEMA, Royal handling most items
- Hydrant testing
- AT&T FirstNet APN and Control Center for CAD in fleet (grant)

PICKENS PARKS AND RECREATION

Memorandum

Date: May 2025

To: Pickens City Administrator

From: Director Jonathon Morris, Parks and Recreation

Subject: May Update for Parks & Recreation.

Administration:

We have received the final approval for the $6393 PARD grant from the Soccer Bathroom renovations. The state has informed me that it should be deposited the first 2 weeks of June. I am in the process of building our proposals for the Upstate Forever grant to improve the stormwater and contaminant situation along Town Creek within the Jaycee Park area. I am also working with Trey to develop a plan for how we can expand that grant into other areas of the city for stormwater and runoff mitigation. Summer camp has considerable growth this year and we anticipate 40+ children this summer at the Rec Center for Monday-Friday 8a-5p.

Athletics:

Our spring sports are coming to a close as we enter June. Baseball Allstars will be June 12-17th in Seneca and will closeout our spring season. Summer Adult-League has shown a great turnout this year with a slight rise in revenue from registrations. Adult-League is currently playing every Sunday, Monday, Tuesday, and Thursday evening at the Rec Center. We are currently working with the generous donor to start the planning for our redeveloped baseball field. Football/Cheer registrations have closed and we have a 22% growth from last year (2024 = 188 / 2025 = 231). We have had several parents/coaches reach out about offering Fall Baseball/Softball.

Grounds/Facilities:

We have started the repairs at Bruce Field to the sewer system. The contractor believes they should be able to complete the project within 3 weeks. Our sewer line at Jaycee Park has been located and excavated. We believe the pump inside the manhole is in working condition but the capacitors in the control box are in need of replacement. Once new parts arrive, we will install and troubleshoot from there. New banners for Doodle Park have arrived and are scheduled to be installed shortly. The grant from the county has been approved and playground equipment for Jaycee Park Playground of Promise is on order. There is an estimated delivery/install of 3-6 weeks. Thomas (Grounds/Facilities Supervisor) and I will be working together during the month of June to establish the new structure for July 1st in order to allow a smooth transition into the new fiscal year.

Jonathon Morris, Director
545 Sangamo Rd.
Pickens, SC 29671

864.878.2296
cityofpickens.com/rec

www.cityofpickens.com

May Report For Council

Utility

Work Orders Completed- 118
Locates Responded- 184
2 meter reading cycles completed
9 new taps made
8 leaks repaired
Cleaned and CCTV 1,000 linear feet
1200 new meters installed

Streets & Sanitation

Residential Trash Collection- 111.36 TON
Commercial Trash Collection- 80.12 TON
We have continued to pick up brush and c&d
Cleaned approx. 400 ft of storm water ditch

Pages following are an update to progress regarding MS4 compliance with SCDES.

SC DEPARTMENT of
ENVIRONMENTAL
SERVICES

July 29, 2024

Tim O'Briant, City Administrator
City of Pickens
219 Pendleton St
Pickens, SC 29671

Re: Municipal Separate Storm Sewer System (MS4)
City of Pickens MS4, NPDES Permit # SCR037703

Mr. O'Briant:

Enclosed please find the results of the referenced MS4 program audit conducted by the South Carolina Department of Environmental Services. The audit was conducted on September 28, 2023.

Based on the findings of the inspection, a rating of **Unsatisfactory** has been assigned to the implementation of your stormwater management program. **The following deficiencies were noted in the attached audit report:**

1. ***Part 3.2: TMDL Monitoring and Assessment***
2. ***Part 3.3: TMDL Implementation and Analysis***
3. ***Part 4.1.2: SWMP***
4. ***Part 4.1.5.1: Enforcement Response Plan***
5. ***Part 4.2.3.2: Illicit Discharge Detection and Elimination***
6. ***Part 4.2.4.6.b: Inspection frequency***
7. ***Part 4.2.5: Post-Construction Stormwater Management Program***
8. ***Part 4.2.6.11 & Part 4.2.6.12: Monitoring, Recordkeeping, and Reporting.***

It is requested that you respond in writing to this office within thirty (**30**) days of receipt of this letter stating what action will be taken to address the items of concern.

If you have any questions or need any assistance, I can be reached at (803) 898-0398.

Sincerely,

Patricia Hydrick

Patricia Hydrick
Storm Water Compliance Manager
Pollution Source Compliance Section
Bureau of Water
2600 Bull Street, Columbia, SC 29170 hydricpa@dhec.sc.gov

South Carolina Department of Environmental Services
NPDES Compliance Inspection Report

	NPDES Permit No.:	SCR030000	
	Certificate #	**SCR037703**	
Inspection Type:	MS4 Audit	Date of Inspection:	Sep 28, 2023
Entry Time:	10:00 AM	Exit Time:	3:30 PM
Permit Effective Date:	May 1, 2007	Permit Expiration Date:	December 31, 2018

Name and Location of Facility, (include county):
City of Pickens MS4
219 Pendleton St
Pickens, SC 29671

Name, Title, Telephone No. of On-Site Representative(s):
Drew Langston, CWS Project Manager
219 Pendleton St
Pickens, SC 29671

Name and Address of Responsible Official/Title/Telephone No.:
Tim O'Briant, City Administrator
219 Pendleton St
Pickens, SC 29671

*Areas Evaluated During Inspection

Permit	Flow Measurement	Operation & Maintenance
Records/Reports	Self-Monitoring	Sludge Handling/Disposal
Facility Site Review	Compliance Schedules	Pretreatment
Effluent/Receiving Waters	Laboratory	Stormwater
Collection System	Other: ***MS4**	

Name of District/Section Reviewer:	Patricia Hydutsky	Date:	Sept 28, 2023
Signature of WPC Reviewer:	Paul Wise	Date:	July 29, 2024

SMALL MUNICIPAL SEPARATE STORM SEWER SYSTEM (SMS4) AUDIT REPORT
CITY OF PICKENS MS4
NPDES PERMIT #SCR030000
Certification #SCR037703

Introduction

On Sept 28, 2023, personnel from the South Carolina Department of Environmental Services (Department) conducted an audit of the City of Pickens MS4 Stormwater Management Program. The MS4 offices are located at 219 Pendleton Street, Pickens, SC. The following representatives participated in the audit:

City of Pickens MS4:
Drew Langston, Clear Water Solutions Project Manager 864-878-6421

SC Department of Environmental Services:
Patricia Hydrick, DES Stormwater Compliance Manager, Central Office 803-898-0398

The audit began with staff introductions and an explanation of the SMS4 duties of each representative. According to guidance from the United States Environmental Protection Agency (EPA), an audit of each SMS4 must occur during the permit cycle by the permitting authority. The audit will be used for a variety of goals such as determination of compliance status, assistance with permit renewal, assessing pollutants of concern, or other purposes.

The Permittee is authorized to discharge stormwater under South Carolina's National Pollutant Discharge Elimination System General Permit for Stormwater Discharges from Regulated Small MS4s, Permit No. SCR030000.

The City of Pickens MS4 was issued permit coverage on May 1, 2007. Although the permit expired on December 31, 2018, the conditions of the permit continue in force and City of Pickens MS4 will continue to comply with the expired permit until a new one is issued.

Special Conditions Applicable to Permitted Storm Water Discharges to Sensitive Waters

The Permit requires City of Pickens MS4 to be consistent with Total Maximum Daily Load (TMDL) Allocations. The City must determine if its stormwater runoff discharges into water bodies with established TMDLs and then strive to meet its pollutant percent reduction goal. In permit terms, this means the City's program must be designed to reduce the discharge of pollutants to the maximum extent practicable, therefore a strong effort is needed in each of the minimum measures. The Permit requires documentation of all efforts made toward complying with this special condition.

3.2 TMDL Monitoring and Assessment

MS4 Permit Requirement:
Sec. 3.2.1 *Where a TMDL Waste Load Allocation (WLA) is assigned to point sources, permittees shall review its SWMP requirements for the control of stormwater discharges to WQMS identified in the TMDL. For SMS4 discharges of the pollutant(s) of concern to TMDL waters, permittees shall identify discharges located in the TMDL watershed draining to the impaired WQMS. The SWMP shall include a TMDL Monitoring and Assessment Plan. The Monitoring and Assessment Plan component shall be completed and submitted to SC DHEC Bureau of Water within 12 months of the effective date of permit coverage for existing TMDL.*

MS4 Efforts To Meet Requirements: The City of Pickens MS4 discharges to Twelve Mile Creek TMDL Watershed. The TMDL is Fecal Coliform. The audit revealed that the permittee may have been following the Pickens County TMDL plan, historically. However, a TMDL Monitoring and Assessment Plan specific to the City of Pickens was not provided for review. The City of Pickens will need to implement a TMDL plan specific to the City of Pickens.

Rating
Needs Improvement

3.3 TMDL Implementation and Analysis

MS4 Permit Requirement:
According to Part 3.3.1-3, Permittees shall initiate the monitoring described in Section 3.2.1.1. Permittees shall complete and submit TMDL Implementation Plans for approved TMDL within 48 months from the Effective Date of this permit.

MS4 Efforts To Meet Requirements: According to the 2022 Annual Report, E. coli source tracking analysis was reported in September 2016, however, no TMDL monitoring or assessment has been conducted since, due to prior COVID restrictions and lack of staff. Any progress towards meeting the Waste Load Allocation (WLA) must be submitted to the Department in the annual report.

Rating
Unsatisfactory

Stormwater Management Program (SWMP) Review

Requirement to Develop SWMP

MS4 Permit Requirement:
The City of Pickens MS4 must develop, implement, and enforce a SWMP designed to reduce discharge of pollutants from the SMS4 to the maximum extent practicable (MEP), protect water quality, and to satisfy the CWA.

According to Part 4.1.2, *City of Pickens MS4 is required to revise and update its written Stormwater Management Plan. The City must submit the SWMP within 6 months of the Permit effective date for existing Permittees.*

MS4 Efforts To Meet Requirements: The City of Pickens was unable to provide a SWMP to the reviewer. The City of Pickens indicated that it is following the Pickens County SWMP. The City of Pickens needs to provide and implement a SWMP that is specific to the City of Pickens.

Requirement to Develop Adequate Legal Authority to Implement and Enforce SWMP

Enforcement Measures and Tracking

MS4 Permit Requirement:
According to Part 4.1.5.1, *each permittee shall implement within 12 months from the effective date of this permit, and revise as necessary, an **enforcement response plan (ERP)**, which sets out permittee's potential responses to violations and addresses repeat and continuing violations through progressively stricter responses as needed to achieve compliance.*

MS4 Efforts To Meet Requirements: An ERP was not provided for the Department's review. The City of Pickens should provide an enforcement response plan (ERP).

Rating
Unsatisfactory

Permit Requirements – Minimum Control Measures (MCM)

Minimum Control Measure 1
Public Education and Outreach on Stormwater Impacts

Minimum Control Measure 2
Public Involvement / Participation

MS4 Permit Requirement:
The Permit requires the MS4 to implement a public education program to distribute educational materials or conduct equivalent outreach activities about the impacts of stormwater discharges on water bodies and the steps that the public can take to reduce pollutants in stormwater runoff (Ref. 4.2.1).

The Permit also requires the MS4 to document the program development process and the implementation of a stormwater public involvement and participation program. Such documentation may be included in the permit application, SWMP, or annual report submitted pursuant to Section 5 of this permit (Ref. 4.2.2.2).

MS4 Efforts To Meet Requirements: Minimum Control Measures (MCM) 1 and 2 are implemented by Anderson & Pickens Counties Stormwater Partners. Anderson & Pickens Counties Stormwater Partners successfully completed numerous activities due to joint efforts from community and education partners. Outreach activities include providing educational stormwater information through brochures, newsletters, workshops, exhibits, newspaper articles, public service announcements, websites, billboards, social media and conferences. Public Involvement activities in 2023 include stream bank repair and the Tohi Trail signage initiative.

MCM Rating
Satisfactory

Minimum Control Measure 3
Illicit Discharge Detection and Elimination

MS4 Permit Requirement:
The City of Pickens MS4 must develop, implement, and enforce a program to detect and eliminate illicit discharges into their MS4. The City must implement a program to detect, investigate, and eliminate non-stormwater discharges. The City must also procure all necessary legal authority to do this.

According to Part 4.2.3.2.1, the City is required to develop, if not already completed, a storm sewer system map, showing the location of all outfalls and the names and location of all waters of the State that receive discharges from those outfalls. The purpose of the map is to locate and eliminate illicit discharges to the MS4's storm drain system.

MS4 Efforts To Meet Requirements: The City of Pickens has an older storm sewer system map from 2008.

MS4 Permit Requirements:
According to Part 4.2.3.2.2, *City of Pickens MS4 must identify priority areas for more detailed screening of their system based on higher likelihood of illicit connections. The County must document the basis for its selection of each priority area and create a list of all priority areas.*

According to Part 4.2.3.2.3, *City of Pickens MS4 must implement, or continue to revise as applicable, written dry weather field screening and analytical monitoring procedures to detect and eliminate illicit discharges to the MS4 within one year from the effective date of permit coverage. These procedures must be included as part of the IDDE program and must be incorporated into the SWMP document. Dry weather field screening may consist but is not limited to: (1) Visual observations, (2) Field screening monitoring, and may include (3) Analytical monitoring at selected points to the extent necessary to identify and eliminate an illicit discharge in the drainage area of the suspected illicit.*

MS4 Efforts To Meet Requirements: The City did not provide a list of priority areas. According to the 2022 Annual Report, due to staffing, no IDEE investigations were conducted. Any complaints were inspected and reported to the proper department. There was no evidence of dry weather screening or analysis.

MS4 Permit Requirement:
According to Part 4.2.3.2.8, City of Pickens MS4 must promote, publicize, and facilitate a reporting mechanism for the public and staff to report illicit discharges and establish and implement citizen request response procedures.

MS4 Efforts To Meet Requirements: The City of Pickens website has no reporting mechanisms for illicit discharges or any information on stormwater programs.

MCM Rating
Unsatisfactory

Minimum Control Measure 4
Construction Site Stormwater Runoff Control

MS4 Permit Requirement: Stormwater Ordinance / Regulatory Authority
According to Part 4.2.4.4.1, *City of Pickens MS4 must implement an ordinance or other regulatory mechanism to require erosion and sediment controls, as well as sanctions to ensure compliance, to the extent allowable under State, Tribal, or local law.*

MS4 Efforts To Meet Requirements: The City of Pickens MS4 adopted Pickens County Unified Development Standards Ordinance and Pickens County Ordinance #392.

MS4 Permit Requirement: Construction Plan Review
According to Part 4.2.4.5, *the permit directs the City of Pickens MS4 to develop and implement a program to reduce erosion and sedimentation at construction sites so that sediment is retained on-site to achieve the "effective prohibition" and MEP standards called for in the Clean Water Act and to be consistent with the South Carolina Pollution Control Act.*

MS4 Efforts To Meet Requirements: The City has retained the services of Pickens County to satisfy this component of the permit.

MS4 Permit Requirement: Inspections
According to Part 4.2.4.6.a, *the City of Pickens must maintain an inventory of all active construction projects. The inventory must be continuously updated as new projects are permitted and projects are completed. The inventory must contain relevant contact information for each project (e.g., name, address, phone, etc.), the size of the project and area of disturbance. The City of Pickens MS4 must make the inventory available to SC DES upon request. As part of its inventory, the City of Pickens must track the number of inspections for the inventoried construction sites throughout the reporting period to verify that the sites are inspected at the minimum frequencies required, and they must document inspections and enforcement activities for each site in the inventory.*

MS4 Efforts To Meet Requirements: The City of Pickens Annual Report contains references to data on active construction projects. It is recommended that Pickens County provide a monthly report to the City of Pickens to include data and information specific to the City of Pickens. The report should include a list of active projects within the City of Pickens, the projects inspected, and the results of the inspection. This information should be included in the annual report.

MCM Rating
Needs Improvement

Minimum Control Measure 5

Post-Construction Stormwater Management in New Development and Redevelopment

MS4 Permit Requirement:

The Permit calls for strategies that include a combination of structural and non-structural BMPs appropriate for the community. These BMPs should provide the MS4 with the means to permit, develop, implement, and enforce a program to address stormwater runoff from new development and redevelopment projects. In addition, the MS4 must develop and implement strategies, which include a combination of structural and/or non-structural BMPs appropriate for your community. Lastly, the MS4 must use an ordinance or other regulatory mechanism to address post-construction runoff from new development and redevelopment projects to the extent allowable under State, Tribal or local law.

According to Part 4.2.5.5, the Permittee must maintain an inventory of all post-construction structural stormwater control measures installed and implemented at new development and redeveloped sites, including both public and private sector sites located within the permit area. At a minimum, the inventory shall contain all BMP constructed since the effective date starting with the effective date of this permit.

According to Parts 4.2.6.2.2 and 4.2.6.3.1, the permittee must identify as "high priority" those facilities that have a high potential to generate stormwater pollutants. The permittee must document, at least once per year, a comprehensive inspection of "high priority" facilities, including all stormwater controls. The yearly inspection results must be documented and records maintained by the SMS4.

MS4 Efforts To Meet Requirements: Pickens County handles MCM 5 for the City of Pickens. The Pickens County website includes various stormwater management guides, including BMP suggested uses, erosion protection and sediment control BMP selection process, and a permanent stormwater maintenance and responsibility agreement.

It is recommended that the City of Pickens receive a report from Pickens County annually, including all activity associated with post-construction stormwater control measures (SCMs) inspected within the City; results of inspections and follow-up letters/NOVs required. The City of Pickens should include this information in the annual report.

MCM Rating
Needs Improvement

Minimum Control Measure 6

Pollution Prevention/Good Housekeeping for Municipal Operations

MS4 Permit Requirement:
According to Part 4.2.6.1.1 and 4.2.6.1.2, *the MS4 is required to develop and implement an operation and maintenance program that includes a training component and has the ultimate goal of preventing or reducing pollutant runoff from municipal operations as an integral part of the SWMP. Using training materials that are available from SCDES, EPA,*

or other organizations, include in your program employee training to prevent and reduce stormwater pollution from activities such as park and open space maintenance, fleet and building maintenance, new construction and land disturbances, and stormwater system maintenance.

According to Parts 4.2.6.2.1 and 4.2.6.2.2, the permittee must develop a comprehensive assessment of all municipally-owned or operated facilities at least once during the permit term; the permittee must identify as "high priority", those facilities that have a high potential to generate stormwater pollutants.

According to Part 4.2.6.3.1, at least once per year, a comprehensive inspection of "high priority" facilities must be performed by permittees.

MS4 Efforts To Meet Requirements: The City of Pickens MS4 representatives confirmed that they provide some training sessions to fulfill this requirement of the permit. However, they provided no documentation of training or identification and inspection of "high priority" facilities. The MS4 operates and maintains public works facilities, solid waste services, fire and police departments, etc.

The auditor visited the City of Pickens maintenance facilities. The following items of concern were found during the review of the City of Pickens's maintenance area: there was an above-ground tank leaking contents onto the ground near the dispenser; an unlabeled leaking barrel near the above ground tank, a City of Pickens trash can uncovered with household waste, and visible liquid/staining on the pavement..

MCM Rating
Unsatisfactory

Conclusion

This summary reminds the City that General Permit SCR030000 is consistent with EPA's intent to incrementally establish measurable pollution reduction goals, develop Best Management Practices, and then evaluate and refine those BMPs. The intent is for the City of Pickens MS4 to systematically modify the program if and when water quality considerations warrant greater attention in specific components of the municipal program. According to EPA guidance, the SCDHEC should conduct an in-depth audit of the SMS4 program at least once every five (5) years.

Deficiencies were noted in the review of ***Part 3.2: TMDL Monitoring and Assessment, Part 3.3: TMDL Implementation and Analysis, Part 4.1.2: SWMP, Part 4.1.5.1: Enforcement Response Plan, 4.2.3.2: Illicit Discharge Detection and Eliminations, Part 4.2.5: Post-Construction Stormwater Management Program, 4.2.5 Post-Construction Storm Water Management,*** and ***Part 4.2.6.11 and 4.2.6.12: Monitoring, Recordkeeping, and Reporting.*** Deficiencies noted in that section must be corrected. Recommendations were provided in this report to strengthen the quality and reliability of your SMS4 program. It is requested that you respond in writing to this office within thirty (**30**) days of receipt of this letter stating what action will be taken to address the items of concern.

Based on the findings of the inspection, a rating of **Unsatisfactory** has been assigned to the implementation of your stormwater management program.

Subject: MS4 response questions
Date: Thursday, August 8, 2024 at 9:56:55 AM Eastern Daylight Time
From: Tim O'Briant <tobriant@pickenscity.com>
To: hydrickpa@dhec.sc.gov <hydrickpa@dhec.sc.gov>

Patrica,

Just left you a VM on this. I'm looking to touch base with you as I draft a response to our unsatisfactory rating as detailed in your correspondence of July 29. I've copied below the draft response I've written and wanted to review it with you. Specifically, I have included the time frames allowed from permit issuance for compliance. I'm sure we will be on a shorter timeline than that in all likelihood. I'd like some guidance from you on what preferred time horizons would be best included if what I have here is not acceptable.

Thanks,

Tim O'Briant

Subject: Response to MS4 Program Audit Findings

I am writing in response to your letter dated July 29, 2024, regarding the audit of the City of Pickens' Municipal Separate Storm Sewer System (MS4) program conducted on September 28, 2023. We acknowledge the "Unsatisfactory" rating and the deficiencies noted in the audit report.

The City of Pickens is committed to addressing the identified issues and improving our stormwater management program. Below are the actions we will take to address each deficiency:

1. TMDL Monitoring and Assessment (Part 3.2):
    - We will develop and implement a TMDL Monitoring and Assessment Plan specific to the City of Pickens. This plan will be completed and submitted within the next 12 months.
2. TMDL Implementation and Analysis (Part 3.3):
    - We will initiate the required monitoring and complete the TMDL Implementation Plans within 48 months from the effective date of the permit.
3. Stormwater Management Plan (SWMP) (Part 4.1.2):
    - We will revise and update our SWMP and submit it within 6 months. This plan will be specific to the City of Pickens and not rely on the Pickens County SWMP.
4. Enforcement Response Plan (ERP) (Part 4.1.5.1):
    - We will develop and implement an ERP within 12 months, detailing potential responses to violations and addressing repeat and continuing violations.
5. Illicit Discharge Detection and Elimination (IDDE) (Part 4.2.3.2):
    - We will update our storm sewer system map and develop procedures for detecting and eliminating illicit discharges within one year. We will also establish a public reporting mechanism for illicit discharges on our website.
6. Construction Site Stormwater Runoff Control (Part 4.2.4.6.b):
    - We will maintain an updated inventory of all active construction projects and ensure inspections are conducted at the required frequencies. We will work closely with Pickens County to receive monthly reports on construction activities.
7. Post-Construction Stormwater Management (Part 4.2.5):
    - We will maintain an inventory of all post-construction structural stormwater control measures and conduct annual inspections of "high priority" facilities. We will include this information in our annual report.
8. Pollution Prevention/Good Housekeeping for Municipal Operations (Part 4.2.6.11 & Part 4.2.6.12):
    - We will develop and implement an operation and maintenance program, including training for municipal employees. We will also conduct annual inspections of "high priority" facilities and address any issues found.

We appreciate your guidance and support in improving our stormwater management program. If you have any questions or need further information, please feel free to contact me at (864) 878-6421 or via email at tobriant@pickenscity.gov.

Sincerely,

Tim O'Briant
City Administrator
City of Pickens

December 26, 2024

City of Pickens
219 Pendleton Street
Pickens, SC 29671
Attn: Tim O'Briant, City Administrator
Via Email: tobriant@pickenscity.com

Re: Task Order 1 – MS4 Compliance Audit Review, Stakeholder Coordination, and Corrective Action Plan Professional Services
Pickens, SC

Dear Mr. O'Briant,

Seamon, Whiteside & Associates, Inc. ("SW+") is pleased to offer a proposal for professional engineering services to support the efforts required to bring City of Pickens MS4, NPDES Permit # SCR037703 into compliance with SCDES. We understand that several deficiencies were noted in the SCDES audit of the City of Pickens MS4 program conducted on September 28, 2023. This proposal is for Task Order 1 which is described herein. Please see the below scope and fee.

Scope of Services

Division One: Audit Review, Stakeholder Coordination, and Corrective Action Plan

1. Facilitate meetings with City of Pickens and South Carolina Department of Environmental Services (SCDES) compliance staff to discuss details of deficiencies 1 – 8 as defined in the audit report.
2. Review current and historical stormwater management documents and data as available by City of Pickens, SCDES, and Pickens County related to MS4 management and compliance.
3. Develop draft action plan noting steps to be taken to satisfy SCDES MS4 compliance requirements.
4. Present draft action plan to SCDES compliance staff and revise/resubmit as necessary.
5. Provide City of Pickens with action plan following SCDES approval.

Notes:

1. *This proposal is only intended to develop a plan of corrective action steps needed to be taken to meet current MS4 compliance requirements set forth by SCDES. This proposal does not include services required to complete corrective actions. An addendum can be provided to complete corrective actions once SCDES has signed off on corrective action plan.*

Fees:

We will provide the indicated services for the following fees.

Division One: Audit Review, Stakeholder Coordination, and Corrective Action Plan .....$10,000 (Hourly Estimate)

Hourly rate services and/or additional services shall be invoiced according to the table below:

SW+ current hourly rates are as follows (see note below):

Civil Engineering	
Director	$225.00
Senior Civil Engineering Team Leader/Practice Leader 2	$220.00
Civil Engineering Team Leader/Practice Leader 1	$210.00
Senior Civil Engineering Project Manager 3/Senior Designer 3	$200.00
Senior Civil Engineering Project Manager 2/Senior Designer 2	$195.00
Senior Civil Engineering Project Manager 1/Senior Designer 1	$190.00
Civil Engineering Project Manager/Civil Designer 5	$185.00
Civil Engineering Project Coordinator/Civil Designer 4	$180.00
Civil Designer 3	$175.00
Civil Designer 2	$165.00
Civil Designer 1	$155.00
Surveying	
Director	$215.00
Surveying Team Leader	$200.00
Surveying Project Manager	$175.00
Surveying Crew Chief	$130.00
3 Man Survey Crew	$250.00
2 Man Survey Crew	$185.00
CAD Technician 4	$150.00
CAD Technician 3	$140.00
CAD Technician 2	$130.00
CAD Technician 1	$120.00

Note: Hourly rates are subject to change October 1 of each year. Hourly rates to be invoiced shall be those in effect at the time services are provided.

Office reimbursable expenses will be billed at the rates listed in the table below plus a 10% handling fee:

Mileage outside of the local area *(Local area is defined as the metropolitan area of the originating office of the proposal)*	$0.67 per mile
Printing of construction and project drawings ($0.40 per sq ft)	
24 x 36	$2.40 each
30 x 42	$3.50 each
36 x 48	$4.80 each

Color inkjet plotting ($8.00 per sq ft)

24 x 36	$48.00 each
30 x 42	$70.00 each
36 x 48	$96.00 each

Black and white inkjet plotting ($2.00 per sq ft)

24 x 36	$12.00 each
30 x 42	$17.50 each
36 x 48	$24.00 each

Black and white Xerox copies

8½ x 11	$0.20 each
8½ x 14	$0.25 each
11 x 17	$0.35 each

Color Xerox copies

8½ x 11	$1.00 each
8½ x 14	$2.75 each
11 x 17	$3.50 each

When an estimated fee range is indicated, this estimate was made based on current understanding of project scope and/or construction duration. These services are only billed relative to the total hours used for the division. Hourly fees may not reach the amount given. Further, if it becomes apparent that this estimate will be exceeded, we will notify Client in advance of reaching the amount or upper limit of the indicated range (if a range is given).

Other project related reimbursable expenses, such as but not restricted to, outside consultants, postage, long distance telephone calls, travel expenses, courier fees, and agency permitting fees will be billed at actual cost plus a 10% handling fee. Fees for outside consultants will be billed at actual cost plus a 15% handling fee. Fees and reimbursable expenses will be invoiced every 4 weeks.

Should you find this Contract and attached General Terms of Agreement acceptable, please confirm by signing in the space provided below and return one executed original to our office. We look forward to working with you on this project.

Should you have any questions or need additional information, please call our office.

SEAMON, WHITESIDE & ASSOCIATES, INC.

Joe Bryant, PE
Vice President

Accepted By:

Signature and Title

Please Provide Billing Contact Email address:
MHass@pickenscity.com

SEAMON, WHITESIDE & ASSOCIATES, INC. (SW+/CONSULTANT)
GENERAL TERMS OF AGREEMENT

1. **The Agreement.** This document/agreement will serve as a contract for the proposed professional services. This Agreement is to be governed by the law of the State of South Carolina. This Agreement contains the entire and fully integrated agreement between the parties and supersedes all prior and contemporaneous negotiations, representations, agreements or understandings, whether written or oral. This Agreement can be supplemented or amended only by a written document executed by both parties. Provided, however, that any conflicting or additional terms on any purchase order issued by the Client shall be void and are hereby expressly rejected by the Consultant. Any provision in this Agreement that is unenforceable shall be ineffective to the extent of such unenforceability without invalidating the remaining provisions. The non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement.
2. **Consultant's Scope of Services and Additional Services.** The Consultant's undertaking to perform professional services extends only the services specifically described in this Agreement. However, if requested by the Client and agreed by the Consultant, the Consultant will perform Additional Services, which shall be governed by these provisions. Unless otherwise agreed to in writing, the Client shall pay the Consultant for any Additional Services an amount based upon the Consultant's then-current hourly rates plus an amount to cover certain direct expenses including in-house duplicating, local mileage, telephone calls, postage, and word processing.
3. **Period of Services.** Unless otherwise stated herein, the Consultant will begin work timely after receipt of a properly executed copy of this Agreement and any required retainer amount. This Agreement is made in anticipation of conditions permitting continuous and orderly progress through completion of services. Times for performance shall be extended as necessary for delays or suspensions due to circumstances that the Consultant does not control. If such delay or suspension extends for more than six months (cumulatively), Consultant's compensation shall be renegotiated. Furthermore, if the services covered by this Agreement have not been completed within 12 months of the date hereof, through no fault of SW+, the amounts of the compensation, rates and multiples set forth herein are subject to equitable adjustment.
4. **Assignment.** Neither party to this Agreement shall transfer, sublet or assign any rights or duties under or interest in this Agreement, including but not limited to monies that are due or monies that may be due, without the prior written consent of the other party. Subcontracting to subconsultants, normally contemplated by the Consultant as a generally accepted business practice, shall not be considered an assignment for purposes of this Agreement.
5. **Execution Authority.** The individual executing this Contract, if acting on behalf of a partnership, corporation, or funding agency, represents that he has the authority to do so.
6. **Changed Conditions.** The Client shall rely on the Consultant's judgment as to the continued adequacy of this agreement in light of occurrences or discoveries that were not originally contemplated by or known to the Consultant. Should the Consultant call for the contract renegotiation, the Consultant shall identify the changed conditions necessitating renegotiation and the Consultant and the Client shall promptly and in good faith enter into renegotiation of this Agreement. If terms cannot be agreed to, the parties agree that either party has the absolute right to terminate this Agreement.
   6.1. The Consultant shall put forth reasonable professional efforts to comply with codes, regulations, ordinances, and laws in effect as of the date of the Agreement. Modifications to said ordinances, regulations, etc. that occur after the Agreement date and that would impact the project through an expansion of services would constitute additional services.
7. **Termination.** Either the Client or the Consultant may terminate this agreement at any time with or without cause upon giving the other party five (5) calendar days prior written notice. The Client shall within seven (7) calendar days of termination pay the Consultant for all services rendered and all costs incurred up to the date of termination, in accordance with the compensation provisions of this contract.
8. **Standard of Care.** In providing services under this agreement and complying with applicable laws, ordinances, and regulations, including the Americans with Disabilities Act, the Consultant will endeavor to perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time and in the same or similar locality.
   8.1. The Americans with Disabilities Act (ADA) provides that it is a violation of the ADA to design and construct a facility for first occupancy later than January 26, 1993, that does not meet for accessibility and usability requirements of the ADA except where an entity can demonstrate that it is structurally impractical to meet such requirements. The Client

acknowledges that the requirements of the ADA will be subject to various and possibly contradictory interpretations. The Consultant, therefore, will use his or her reasonable professional efforts to interpret applicable ADA requirements and other federal, state and local laws, rules, codes, ordinances and regulations as they apply to the project. The Consultant, however, cannot and does not warrant or guarantee that the Client's project will comply with interpretations of ADA requirements and/or requirements of other federal, state and local laws, rules, codes, ordinances and regulations as they apply to the project.

9. **Certifications.** The terms "Certification," "Certify," and "Certified," as used in lending or regulatory agency documents which require the rendering of a professional opinion concerning compliance with such documents shall mean a statement by a Licensed Professional representing that professional services have been performed by him or under his direct supervision and, based upon the Licensed Professional's knowledge, information and belief, are consistent with commonly accepted local standards of practice; NO GUARANTEE OR WARRANTY IS EITHER EXPRESSED OR IMPLIED.

10. **Client's Responsibilities.** In addition to other responsibilities described herein or imposed by law, the Client shall:

    10.1. Designate in writing a person to act as its representative with respect to this Agreement, such person having complete authority to transmit instructions, receive information, and make or interpret the Client's decisions.

    10.2. Provide all information and criteria as to the Client's requirements, objectives, and expectations for the project including all numerical criteria that are to be met and all standards of development, design, or construction.

    10.3. Furnish, at the Client's expense, all information, requirements, geotechnical reports, data, surveys and instructions required by this Agreement. The Consultant may use such information, requirements, geotechnical reports, data, surveys and instructions in performing its services and is entitled to rely upon the accuracy and completeness thereof.

    10.4. Client agrees to not hold Consultant responsible for errors or omissions in Consultant's work that are directly attributable to errors or incorrect data provided to Consultant by Client or Client's other consultants. Client further acknowledges that any redesign or corrective efforts required by Consultant resulting from incorrect information provided by Client or Client's other consultants will be paid for by the Client as additional services.

    10.5. Arrange for access to the site and other private or public property as required for the Consultant to provide its services.

    10.6. Review all documents or oral reports presented by the Consultant and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of the Consultant.

    10.7. Give prompt written notice to the Consultant whenever the Client becomes aware of any development that affects the scope, timing, or payment of the consultant's services or any defect or noncompliance in any aspect of the project.

    10.8. Bear all costs for the payment of fees associated with the project. Such fees would include but not be limited to permit review and application fees, impact fees, and capacity fees. The Consultant will notify the client regarding the amount of fees and timing of payment.

11. **Method of Payment.** The Client agrees to pay the Consultant's invoices in a timely manner:

    11.1. The Client agrees to pay the Consultant for work performed in accordance with the terms of this Contract, without regard to the success of the project.

    11.2. For any payment, not reasonably in dispute, that is not received within 30 days, the Client shall pay a service charge on the past due amount, including interest at the rate of 1½% per month.

    11.3. If payment is not received within 60 days, the Consultant may at their option and with five days written notice, suspend services or terminate this Agreement on the grounds of substantial nonperformance by the Client. Should SW+'s right of suspension or termination be exercised, they shall not be liable to the Client for delays or damages caused by the suspension or termination.

    11.4. Payments on invoices submitted by SW+ for services performed shall not be delayed, postponed or otherwise withheld pending completion or success of construction, or receipt of funding from lending institutions, government grants, or other sources.

    11.5. No deductions shall be made from the Consultant's compensation on account of liquidated damages or on account of cost in changes in the Work, other than those for which the Consultant has been finally determined to be liable. Invoices for payment shall not be offset by any claims for withholding or deductions by the Client unless the Consultant agrees or has been finally determined liable for such amounts.

    11.6. The Consultant shall be entitled to reimbursement by the Client for reasonable fees and expenses when collection through an attorney or collection agency is necessary.

12. **Fees Not Dischargeable.** The Client agrees that any debt owed to the Consultant for professional services provided is non-dischargeable in bankruptcy meaning that any fees owed would survive in the event that the Client should ever declare bankruptcy.

13. **Fee Resolution**. The parties hereto consent that the exclusive forum for resolving any fee dispute/claim arising under this agreement shall be the Court of Common Pleas (Non-Jury) in the county of the originating office of this proposal: Charleston County or Greenville County, South Carolina.
14. **Dispute Resolution.** In an effort to resolve any conflicts that arise during the design or construction of the project or following the completion of the project, the Consultant and Client agree that all disputes between them arising out of or relating to this Agreement shall be submitted first to mediation in accordance with the Construction Industry Mediation Procedures of the American Arbitration Association as a precedent to litigation.
15. **Attorney Fees.** In the event legal action is necessary to enforce the payment terms of this Agreement, the Consultant shall be entitled to collect from the Client any judgment or settlement sums due, plus reasonable attorneys' fees, court costs and other expenses incurred by the Consultant for such collection action and, in addition, the reasonable value of the Consultant's prevailing fee schedule and expense policies.
16. **Statutes of Limitations.** Causes of action between the parties to this Agreement pertaining to acts or failures to act shall be deemed to have accrued and the applicable statutes of limitations shall commence to run not later than either the date of Substantial Completion for Acts or failures to act occurring prior to Substantial Completion or the date of issuance of the final Certificate for payment for acts or failures to act occurring after Substantial Completion. In no event shall such statutes of limitations commence to run any later than the date when the Consultant's services are substantially completed.
17. **Limitation of Liability.** The Client agrees to limit the liability of the Consultant and Consultant's officers, directors, partners, employees, owners, and subconsultants for any and all claims, losses, costs, and damages of any nature whatsoever that arise out of any cause of action, so that the total aggregate liability of the Consultant and Consultant's officers, directors, partners, employees, owners, and subconsultants shall not exceed $50,000.
18. **Certificate of Merit.** The Client shall make no claim for professional negligence, either directly or in a third-party claim, against the Consultant unless the Client has first provided the Consultant with a written certification executed by an independent Consultant currently practicing in the same discipline as the Consultant and licensed in the State of South Carolina. This certification shall: a) contain the name and license number of the certifier; b) specify each and every act or omission that the certifier contends is a violation of the standard of care expected of a Consultant performing professional services under similar circumstances; and c) state in complete detail the basis for the certifier's opinion that each such act or omission constitutes such a violation. This certificate shall be provided to the Consultant not less than thirty (30) calendar days prior to the presentation of any claim or the institution of any arbitration or judicial proceeding.
19. **Insurance.** The Client is advised to seek the advice of a qualified insurance professional with regarding any and all insurance requirements for the project. The Client agrees to indemnify the Consultant from damages arising from inadequate insurance coverage for the project. The Consultant carries Workers' Compensation insurance, professional liability insurance and general liability, and automobile insurance. If the Client directs the Consultant to obtain increased insurance coverage, the Consultant will take out such additional insurance, if obtainable, at the Client's expense.
20. **Betterment.** If, due to the Consultant's error, any required item or component of the project is omitted from the project construction documents prepared by Consultant or any other entity retained by Client to perform services for the Project , the Consultant shall not be responsible for paying the cost to add such item or component to the extent that such item or component would have been otherwise necessary to the project or otherwise adds value or betterment to the project. In no event will the Consultant be responsible for any cost or expense that provides betterment, upgrade or enhancement of the project.
21. **Use of Documents**. SW+ and its subconsultants shall be deemed the authors and owners of their respective Instruments of Service, including the Surveys, Drawings, Specifications, Reports, Field Data, Notes and other documents whether handwritten or in electronic form, and shall retain all common law, statutory and other reserved rights, including copyrights thereto.
    21.1. The Client acknowledges the Consultant's construction documents, including electronic files, as the work papers of the Consultant and the Consultant's instruments of professional service. Nevertheless, the final construction documents prepared under this Agreement shall become the property of the Client upon completion of the services and payment in full of all monies due to the Consultant. The Client shall not reuse or make any modification to the construction documents without the prior written authorization of the Consultant. The Client shall not provide the Consultant's Surveys or other construction documents in any format to any third-party without the written consent of Consultant. The Client agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless the Consultant, its officers, directors, employees and subconsultants (collectively, Consultant) against any damages,

liabilities or costs, including reasonable attorneys' fees and defense costs, arising from or allegedly arising from or in any way connected with the unauthorized reuse or modification of the construction documents by the Client or any person or entity that acquires or obtains the construction documents from or through the Client without the written authorization of the Consultant.

21.2. Under no circumstances shall the transfer of ownership of the Consultant's drawings, specification, electronic files or other instruments of service be deemed a sale by the Consultant, and the Consultant makes no warranties, either express or implied, of merchantability and fitness for any particular purpose, nor shall such transfer be construed or regarded as any waiver or other relinquishment for the Consultant's copyrights in any of the foregoing, full ownership of which shall remain with the Consultant, absent the Consultant's express prior written consent.

22. **Electronic Documents.** The Consultant may furnish to the Client and other parties as required during the execution of the Work, documents in electronic form. The Client shall agree to the following terms with regard to distribution and use of documents in electronic form:

22.1. In accepting and utilizing any drawings, reports and data on any form of electronic media generated and furnished by the Consultant, the Client agrees that all such electronic files are instruments of service of the Consultant, who shall be deemed the author, and shall retain all common law, statutory law and other rights, without limitation, including copyrights.

22.2. The Client agrees not to reuse these electronic files, in whole or in part, for any purpose other than for the Project. The Client agrees not to transfer these electronic files to others without the prior written consent of the Consultant. The Client further agrees to waive all claims against the Consultant resulting in any way from any unauthorized changes to or reuse of the electronic files for any other project by anyone other than the Consultant.

22.3. The Client and the Consultant agree that any electronic files furnished by either party shall conform to the project specifications. Any changes to the electronic specifications by either the Client or the Consultant are subject to review and acceptance by the other party. If the Consultant is required to expend additional effort to incorporate changes to the electronic file specifications made by the Client, these efforts shall be compensated for as Additional Services.

22.4. Electronic files furnished by either party shall be subject to an acceptance period of fourteen (14) days during which the receiving party agrees to perform appropriate acceptance tests. The party furnishing the electronic files shall correct any discrepancies or errors detected and reported within the acceptance period. After the acceptance period, the electronic files shall be deemed to be accepted and neither party shall have any obligation to correct errors or maintain electronic files.

22.5. The Client is aware that differences may exist between the electronic files delivered and the printed hard-copy construction documents. In the event of a conflict between the signed construction documents prepared by the Consultant and electronic files, the signed or sealed hard-copy constructions shall govern.

22.6. In addition, the Client agrees, to the fullest extent permitted by law, indemnify and hold harmless the Consultant, its officers, directors, employees and subconsultants (collectively, Consultant) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising from any changes made by anyone other than the Consultant from any reuse if the electronic files without the prior written consent of the Consultant.

22.7. Under no circumstances shall delivery of electronic file for use by the Client be deemed a sale by the Consultant, and the Consultant makes no warranties, either express or implied, of merchantability and fitness for any particular purpose. In no event shall the Consultant be liable for indirect or consequential damages as a result of the Client's use or reuse of the electronic files.

23. **Construction Phase Services.**

23.1. If the Consultant's services include the preparation of documents to be used for construction and SW+ is not retained to make appropriate site observation visits, the Client assumes all responsibility for interpretation of the documents and for construction observation. It is further agreed that the Client will defend, indemnify and hold harmless Consultant from any claim or suit whatsoever, including but not limited to all payments, expenses or costs involved, arising from the contractor's performance or the failure of the contractor's work to conform to the design intent and the contract documents.

23.2. If the Consultant provides construction phase services, the Consultant shall have no responsibility for any contractor's means, methods, techniques, equipment choice and usage, sequence, schedule, safety programs, or safety practices, nor shall SW+ have any authority or responsibility to stop or direct the work of any contractor. The Consultant's observation visits will be for the purpose of endeavoring to provide the Client a greater degree of

confidence that the completed work of its contractors will generally conform to the construction documents prepared by the Consultant. The Consultant neither guarantees the performance of contractors, nor assumes responsibility for any contractor's failure to perform its work in accordance with the contract documents.

23.3. The Client agrees that it would be unfair to hold Consultant liable for problems that might occur should Consultant's plans, specifications or design intents not be followed, or for problems resulting from others' failure to obtain and/or follow Consultant's guidance with respect to any errors, omissions, inconsistencies, ambiguities or conflicts which are detected or alleged to exist in or as a consequence of implementing Consultant's plans, specifications or other instruments of service. Accordingly, the Client waives any claim against Consultant, and agrees to defend, indemnify and hold Consultant harmless from any claim for injury or losses that results from failure to follow Consultant's plans, specifications or design intent, or for failure to obtain and/or follow Consultant's guidance with respect to any alleged errors, omissions, inconsistencies, ambiguities or conflicts contained within or arising as a result of implementing Consultant's plans, specifications or other instruments of services. The Client also agrees to compensate Consultant for any time spent and expenses incurred by Consultant's prevailing fee schedule and expense reimbursement policy.

23.4. The Consultant is not responsible for any duties assigned to the Consultant in the construction contract that are not expressly provided for in this Agreement. The Client agrees that neither the professional activities of Consultant, nor the presence of Consultant's employees and sub-consultant at a construction site, shall relieve the general contractor and any other entity of their obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending or coordinating all portions of the work of construction in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. Consultant and its personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions. The Client agrees that the General Contractor is solely responsible for job safety and warrants that this intent shall be made evident in the Client's Agreement with the general contractor. The Client also agrees that the Client, Consultant and Consultant's subconsultants shall be indemnified and shall be made additional insureds under the general contractor's general liability insurance policy.

24. **Certifications.** The Consultant shall not be required to execute certifications or third-party reliance letters that are inaccurate, that relate to facts of which the Consultant does not have actual knowledge, or warrant the existence of conditions whose existence and accuracy the Consultant cannot ascertain, or that would cause the Consultant to violate applicable rules of professional responsibility. The Client also agrees not to make resolution of any dispute with the Consultant or payment of any amount due to the Consultant in any way contingent upon the Consultant's signing any such certification.

24.1. The Client shall indemnify and hold the Engineer harmless from and against any and all judgments, losses, damages, and expenses (including attorney fees and defense costs) arising from or related to claims by third parties to challenge the issuance of permits or certificates for the Project by agencies with jurisdiction in the premises. Defense costs shall include the time and expenses of the Engineer's personnel to assist in the defense of the issuance of the permit or certificate.

25. **Certifications, Guarantees and Warranties.** The Consultant shall not be required to sign any documents, no matter by whom they may be requested, that would result in the Consultant having to certify, guarantee or warrant the existence of conditions which the Consultant cannot ascertain. The Client also agrees that it has no right to make the resolution of any dispute with the Consultant or the payment of any amounts due to the Consultant in any way contingent upon the Consultant's signing any such certification.

25.1. The Client shall indemnify and hold the Consultant harmless from and against any and all judgments, losses, damages, and expenses (including attorney fees and defense costs) arising from or related to claims by third parties to challenge the issuance of permits or certificates for the Project by agencies with jurisdiction in the premises. Defense costs shall include the time and expenses of the Engineer's personnel to assist in the defense of the issuance of the permit or certificate.

26. **SWPPP Services.** Where the Consultant provides SWPPP related services, the information contained in the SWPPP represents a planning tool to assist the Client, and his co-permittees, in complying with environmental regulations during the Project construction. The decisions on how to operate the construction site rest solely with the Client/co-permittees and not with the Consultant. The Client agrees to indemnify the Consultant from damages and fines resulting from the

operational decisions of the Client/co-permittees, or the failure of the Client/co-permittees to follow the recommendations as outlined in the SWPPP.

27. **NPDES Permit.** In instances where an NPDES Permit remains in effect beyond the termination of other services described in this proposal, the Consultant's responsibilities for SWPPP related services shall cease at a time concurrent with the termination of other services. If the Client wishes for SWPPP-related services to continue beyond that time, they shall be agreed to under a separate Contract.
28. **Shop Drawing Review.** The Consultant shall review and approve Contractor submittals, such as shop drawings, product data, samples and other data, as required by the Consultant, but only for the limited purpose of checking for conformance with the design concept and the information expressed in the contract documents. The review shall not include review of the accuracy or completeness of details, such as quantities, dimensions, weights or gauges, fabrication processes, construction means or methods, coordination of the work with other trades or construction safety precautions, all of which are sole responsibility of the Contractor. The Consultant's review shall be conducted with reasonable promptness while allowing sufficient time in the Consultant's judgment to permit adequate review. Review of specific item shall not indicate that the Consultant has reviewed the entire assembly of which the item is a component. The Consultant shall not be responsible for any deviations from the contract documents not brought to the attention of the Consultant in writing by the Contractor. The Consultant shall not be required to review partial submissions or those for which submissions of correlated items have not been received.
29. **Signage.** As used in this Agreement, the term sign shall mean any sign structure or combination of sign structure and message in the form of outdoor sign, display, message, poster, billboard, advertisement, logo, symbol, or other form, which is designated to advertise or inform, any part of a message or information contents.
    29.1. **Signs Required by Law.** The Client agrees to allow the Consultant to adhere to the location of the professional services provided by the Consultant, signs which are required by law, statute, or regulatory body to be displayed.
    29.2. **Consultant Sign.** The Client agrees to allow the Consultant to adhere to the location of the professional services by the Consultant, signs which advertise the Consultant's professional services. The Client agrees to allow all signs to remain at the location of the professional services for the duration of the Period of Services as defined in section 3 of this Agreement. The Client may request the exact specifications of the signs prior to installation on or at the site.
    29.3. **Sign Permits**. In the event the location of the professional services by the Consultant is located in a county, municipality, or township, which requires pre-approval and/or permits to display signs, the Client will work with the Consultant in a reasonable manner obtain the necessary permissions and/or approvals.
30. **Definition of "Hazardous Materials".** As used in this Agreement, the term hazardous materials shall mean any substances, including without limitation asbestos, toxic or hazardous waste, OCBs, combustible gases and materials, petroleum or radioactive materials (as each of these is defined in applicable federal statues) or any other substances under any conditions and in such quantities as would pose a substantial danger to persons or property exposed to such substances at or near the Project site.
    30.1. **Hazardous Materials - Suspension of Services.** Both parties acknowledge that the Consultant's scope of services does not include any services related to the presence of any hazardous or toxic materials. In the event the Consultant or any other person or entity involved in the project encounters any hazardous or toxic materials, or should it become known to the Consultant that such materials may be present on or about the jobsite or any adjacent areas that may affect the performance of the Consultant's services, the Consultant may, at its sole option and without liability for consequential or any other damages, suspend performance of its services under this Agreement until the Client retains appropriate qualified consultants and/or contractors to identify and abate or remove the hazardous or toxic materials and warrants that the jobsite is in full compliance with all applicable laws and regulations.
    30.2. **Hazardous Substances and Conditions.** This contract does not specifically address environmental pollution audits at any level, testing or visual inspection for environmental risks of pollution or hazardous materials wither on or relating to the site. Because of the Client waives any claim against the Consultant and agrees to defend, indemnify, and hold the Consultant harmless for any alleged environmental risks or hazardous materials. We further recommend that environmental audits, reports or cleanup be performed by the client in a timely manner and under separate contract.
31. **Non-Solicitation.** During the Period of Services as outlined in Provision 3 of this Agreement and ending one year following the Termination of this Agreement or the completion of Professional Services by the Consultant, the Client shall not, without prior written consent, directly or indirectly; (1) solicit or encourage any person to leave the employment of the Consultant or its affiliates; or (2) hire, on behalf of the Client or any other person or entity, any person who has left the employment of the

Consultant within one year following the termination of that person's employment with the Client or its affiliates. The Client agrees that during the Period of Services by the Consultant and one year following the Termination of this Agreement, or completion of the Professional Services by the Consultant as defined in this Agreement, that the Client will not, whether for its own gain or for the gain of any other person or entity, interfere with the relationship of the Consultant or its affiliates with, or endeavor to entice away from the Consultant, any person who during the Period of Services of this Agreement , was an employee, investor, third-party vendor, or customer of the Consultant.

32. **Corporate Protection.** It is intended by the parties to this Agreement that the Consultant's services in connection with the Project shall not subject the Consultant's individual employees, officers or directors to any personal legal exposure for the risks associated with this Project. Therefore, and notwithstanding anything to the contrary contained herein, the Client agrees that as the Client's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against the Consultant, a South Carolina corporation, and not against any of the Consultant's individual employees, officers or directors.

April 7, 2025

City of Pickens
219 Pendleton Street
Pickens, SC 29671
Attn: Tim O'Briant, City Administrator
Via Email: tobriant@pickenscity.com

Re: Task Order 2 – Stormwater Management Plan
Pickens, SC

Dear Mr. O'Briant,

Seamon, Whiteside & Associates, Inc. ("SW+") is pleased to offer a proposal for continued professional engineering services to support the efforts required to bring City of Pickens MS4, NPDES Permit # SCR037703 into compliance with SCDES. After successful completion of Task Order 1, this Task Order 2 scope includes services necessary to complete and deliver the stormwater management plan required by SCDES. Please see the below scope and fee.

Scope of Services

Division Two: Stormwater Management Plan (SWMP) Production

1. Draft the stormwater management plan and deliver to City of Pickens.
2. Respond to City of Pickens' draft comments and revise or amend the document as needed.
3. Perform necessary coordination with SCDES and other agencies (e.g., Anderson and Pickens County Stormwater Partners, Pickens County) to organize SWMP activities as outlined in the SWMP.
4. Once City of Pickens has delivered the draft to SCDES for review, revise/resubmit SWMP per SCDES review as necessary.
5. Deliver final SWMP to City of Pickens.

Notes:

1. *This proposal is only intended to develop a SWMP as required by authorized MS4s. This proposal does not include services required to complete actions identified in the SWMP, such as TMDL source tracking, illicit discharge detection, stormwater trainings, high priority facility identification, annual reporting, etc. An addendum can be provided to complete corrective actions once SCDES has signed off on corrective action plan.*
2. *The City of Pickens is responsible for delivery of documentation to SCDES.*

Fees:

We will provide the indicated services for the following fees.

Division Two: Stormwater Management Plan Production .....$10,000 (Hourly Estimate)

Hourly rate services and/or additional services shall be invoiced according to the table below:

SW+ current hourly rates are as follows (see note below):

Civil Engineering

Director	$225.00
Senior Civil Engineering Team Leader/Practice Leader 2	$220.00
Civil Engineering Team Leader/Practice Leader 1	$210.00
Senior Civil Engineering Project Manager 3/Senior Designer 3	$200.00
Senior Civil Engineering Project Manager 2/Senior Designer 2	$195.00
Senior Civil Engineering Project Manager 1/Senior Designer 1	$190.00
Civil Engineering Project Manager/Civil Designer 5	$185.00
Civil Engineering Project Coordinator/Civil Designer 4	$180.00
Civil Designer 3	$175.00
Civil Designer 2	$165.00
Civil Designer 1	$155.00

Surveying

Director	$215.00
Surveying Team Leader	$200.00
Surveying Project Manager	$175.00
Surveying Crew Chief	$130.00
3 Man Survey Crew	$250.00
2 Man Survey Crew	$185.00
CAD Technician 4	$150.00
CAD Technician 3	$140.00
CAD Technician 2	$130.00
CAD Technician 1	$120.00

Note: Hourly rates are subject to change October 1 of each year. Hourly rates to be invoiced shall be those in effect at the time services are provided.

Office reimbursable expenses will be billed at the rates listed in the table below plus a 10% handling fee:

Mileage outside of the local area *(Local area is defined as the metropolitan area of the originating office of the proposal)*	$0.67 per mile
Printing of construction and project drawings ($0.40 per sq ft)	
24 x 36	$2.40 each
30 x 42	$3.50 each
36 x 48	$4.80 each

Color inkjet plotting ($8.00 per sq ft)
- 24 x 36 ..... $48.00 each
- 30 x 42 ..... $70.00 each
- 36 x 48 ..... $96.00 each

Black and white inkjet plotting ($2.00 per sq ft)
- 24 x 36 ..... $12.00 each
- 30 x 42 ..... $17.50 each
- 36 x 48 ..... $24.00 each

Black and white Xerox copies
- 8½ x 11 ..... $0.20 each
- 8½ x 14 ..... $0.25 each
- 11 x 17 ..... $0.35 each

Color Xerox copies
- 8½ x 11 ..... $1.00 each
- 8½ x 14 ..... $2.75 each
- 11 x 17 ..... $3.50 each

When an estimated fee range is indicated, this estimate was made based on current understanding of project scope and/or construction duration. These services are only billed relative to the total hours used for the division. Hourly fees may not reach the amount given. Further, if it becomes apparent that this estimate will be exceeded, we will notify Client in advance of reaching the amount or upper limit of the indicated range (if a range is given).

Other project related reimbursable expenses, such as but not restricted to, outside consultants, postage, long distance telephone calls, travel expenses, courier fees, and agency permitting fees will be billed at actual cost plus a 10% handling fee. Fees for outside consultants will be billed at actual cost plus a 15% handling fee. Fees and reimbursable expenses will be invoiced every 4 weeks.

Should you find this Contract and attached General Terms of Agreement acceptable, please confirm by signing in the space provided below and return one executed original to our office. We look forward to working with you on this project.

Should you have any questions or need additional information, please call our office.

SEAMON, WHITESIDE & ASSOCIATES, INC.

Joe Bryant, PE
Vice President

Accepted By: _____ Please Provide Billing Contact Email address: _____

Signature and Title City Administrator

SEAMON, WHITESIDE & ASSOCIATES, INC. (SW+/CONSULTANT)
GENERAL TERMS OF AGREEMENT

1. **The Agreement.** This document/agreement will serve as a contract for the proposed professional services. This Agreement is to be governed by the law of the State of South Carolina. This Agreement contains the entire and fully integrated agreement between the parties and supersedes all prior and contemporaneous negotiations, representations, agreements or understandings, whether written or oral. This Agreement can be supplemented or amended only by a written document executed by both parties. Provided, however, that any conflicting or additional terms on any purchase order issued by the Client shall be void and are hereby expressly rejected by the Consultant. Any provision in this Agreement that is unenforceable shall be ineffective to the extent of such unenforceability without invalidating the remaining provisions. The non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement.
2. **Consultant's Scope of Services and Additional Services.** The Consultant's undertaking to perform professional services extends only the services specifically described in this Agreement. However, if requested by the Client and agreed by the Consultant, the Consultant will perform Additional Services, which shall be governed by these provisions. Unless otherwise agreed to in writing, the Client shall pay the Consultant for any Additional Services an amount based upon the Consultant's then-current hourly rates plus an amount to cover certain direct expenses including in-house duplicating, local mileage, telephone calls, postage, and word processing.
3. **Period of Services.** Unless otherwise stated herein, the Consultant will begin work timely after receipt of a properly executed copy of this Agreement and any required retainer amount. This Agreement is made in anticipation of conditions permitting continuous and orderly progress through completion of services. Times for performance shall be extended as necessary for delays or suspensions due to circumstances that the Consultant does not control. If such delay or suspension extends for more than six months (cumulatively), Consultant's compensation shall be renegotiated. Furthermore, if the services covered by this Agreement have not been completed within 12 months of the date hereof, through no fault of SW+, the amounts of the compensation, rates and multiples set forth herein are subject to equitable adjustment.
4. **Assignment.** Neither party to this Agreement shall transfer, sublet or assign any rights or duties under or interest in this Agreement, including but not limited to monies that are due or monies that may be due, without the prior written consent of the other party. Subcontracting to subconsultants, normally contemplated by the Consultant as a generally accepted business practice, shall not be considered an assignment for purposes of this Agreement.
5. **Execution Authority.** The individual executing this Contract, if acting on behalf of a partnership, corporation, or funding agency, represents that he has the authority to do so.
6. **Changed Conditions.** The Client shall rely on the Consultant's judgment as to the continued adequacy of this agreement in light of occurrences or discoveries that were not originally contemplated by or known to the Consultant. Should the Consultant call for the contract renegotiation, the Consultant shall identify the changed conditions necessitating renegotiation and the Consultant and the Client shall promptly and in good faith enter into renegotiation of this Agreement. If terms cannot be agreed to, the parties agree that either party has the absolute right to terminate this Agreement.
   6.1. The Consultant shall put forth reasonable professional efforts to comply with codes, regulations, ordinances, and laws in effect as of the date of the Agreement. Modifications to said ordinances, regulations, etc. that occur after the Agreement date and that would impact the project through an expansion of services would constitute additional services.
7. **Termination.** Either the Client or the Consultant may terminate this agreement at any time with or without cause upon giving the other party five (5) calendar days prior written notice. The Client shall within seven (7) calendar days of termination pay the Consultant for all services rendered and all costs incurred up to the date of termination, in accordance with the compensation provisions of this contract.
8. **Standard of Care.** In providing services under this agreement and complying with applicable laws, ordinances, and regulations, including the Americans with Disabilities Act, the Consultant will endeavor to perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time and in the same or similar locality.
   8.1. The Americans with Disabilities Act (ADA) provides that it is a violation of the ADA to design and construct a facility for first occupancy later than January 26, 1993, that does not meet for accessibility and usability requirements of the ADA except where an entity can demonstrate that it is structurally impractical to meet such requirements. The Client

acknowledges that the requirements of the ADA will be subject to various and possibly contradictory interpretations. The Consultant, therefore, will use his or her reasonable professional efforts to interpret applicable ADA requirements and other federal, state and local laws, rules, codes, ordinances and regulations as they apply to the project. The Consultant, however, cannot and does not warrant or guarantee that the Client's project will comply with interpretations of ADA requirements and/or requirements of other federal, state and local laws, rules, codes, ordinances and regulations as they apply to the project.

9. **Certifications.** The terms "Certification," "Certify," and "Certified," as used in lending or regulatory agency documents which require the rendering of a professional opinion concerning compliance with such documents shall mean a statement by a Licensed Professional representing that professional services have been performed by him or under his direct supervision and, based upon the Licensed Professional's knowledge, information and belief, are consistent with commonly accepted local standards of practice; NO GUARANTEE OR WARRANTY IS EITHER EXPRESSED OR IMPLIED.

10. **Client's Responsibilities.** In addition to other responsibilities described herein or imposed by law, the Client shall:

    10.1. Designate in writing a person to act as its representative with respect to this Agreement, such person having complete authority to transmit instructions, receive information, and make or interpret the Client's decisions.

    10.2. Provide all information and criteria as to the Client's requirements, objectives, and expectations for the project including all numerical criteria that are to be met and all standards of development, design, or construction.

    10.3. Furnish, at the Client's expense, all information, requirements, geotechnical reports, data, surveys and instructions required by this Agreement. The Consultant may use such information, requirements, geotechnical reports, data, surveys and instructions in performing its services and is entitled to rely upon the accuracy and completeness thereof.

    10.4. Client agrees to not hold Consultant responsible for errors or omissions in Consultant's work that are directly attributable to errors or incorrect data provided to Consultant by Client or Client's other consultants. Client further acknowledges that any redesign or corrective efforts required by Consultant resulting from incorrect information provided by Client or Client's other consultants will be paid for by the Client as additional services.

    10.5. Arrange for access to the site and other private or public property as required for the Consultant to provide its services.

    10.6. Review all documents or oral reports presented by the Consultant and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of the Consultant.

    10.7. Give prompt written notice to the Consultant whenever the Client becomes aware of any development that affects the scope, timing, or payment of the consultant's services or any defect or noncompliance in any aspect of the project.

    10.8. Bear all costs for the payment of fees associated with the project. Such fees would include but not be limited to permit review and application fees, impact fees, and capacity fees. The Consultant will notify the client regarding the amount of fees and timing of payment.

11. **Method of Payment.** The Client agrees to pay the Consultant's invoices in a timely manner:

    11.1. The Client agrees to pay the Consultant for work performed in accordance with the terms of this Contract, without regard to the success of the project.

    11.2. For any payment, not reasonably in dispute, that is not received within 30 days, the Client shall pay a service charge on the past due amount, including interest at the rate of 1½% per month.

    11.3. If payment is not received within 60 days, the Consultant may at their option and with five days written notice, suspend services or terminate this Agreement on the grounds of substantial nonperformance by the Client. Should SW+'s right of suspension or termination be exercised, they shall not be liable to the Client for delays or damages caused by the suspension or termination.

    11.4. Payments on invoices submitted by SW+ for services performed shall not be delayed, postponed or otherwise withheld pending completion or success of construction, or receipt of funding from lending institutions, government grants, or other sources.

    11.5. No deductions shall be made from the Consultant's compensation on account of liquidated damages or on account of cost in changes in the Work, other than those for which the Consultant has been finally determined to be liable. Invoices for payment shall not be offset by any claims for withholding or deductions by the Client unless the Consultant agrees or has been finally determined liable for such amounts.

    11.6. The Consultant shall be entitled to reimbursement by the Client for reasonable fees and expenses when collection through an attorney or collection agency is necessary.

12. **Fees Not Dischargeable**. The Client agrees that any debt owed to the Consultant for professional services provided is non-dischargeable in bankruptcy meaning that any fees owed would survive in the event that the Client should ever declare bankruptcy.

13. **Fee Resolution**. The parties hereto consent that the exclusive forum for resolving any fee dispute/claim arising under this agreement shall be the Court of Common Pleas (Non-Jury) in the county of the originating office of this proposal: Charleston County or Greenville County, South Carolina.

14. **Dispute Resolution.** In an effort to resolve any conflicts that arise during the design or construction of the project or following the completion of the project, the Consultant and Client agree that all disputes between them arising out of or relating to this Agreement shall be submitted first to mediation in accordance with the Construction Industry Mediation Procedures of the American Arbitration Association as a precedent to litigation.

15. **Attorney Fees.** In the event legal action is necessary to enforce the payment terms of this Agreement, the Consultant shall be entitled to collect from the Client any judgment or settlement sums due, plus reasonable attorneys' fees, court costs and other expenses incurred by the Consultant for such collection action and, in addition, the reasonable value of the Consultant's prevailing fee schedule and expense policies.

16. **Statutes of Limitations.** Causes of action between the parties to this Agreement pertaining to acts or failures to act shall be deemed to have accrued and the applicable statutes of limitations shall commence to run not later than either the date of Substantial Completion for Acts or failures to act occurring prior to Substantial Completion or the date of issuance of the final Certificate for payment for acts or failures to act occurring after Substantial Completion. In no event shall such statutes of limitations commence to run any later than the date when the Consultant's services are substantially completed.

17. **Limitation of Liability.** The Client agrees to limit the liability of the Consultant and Consultant's officers, directors, partners, employees, owners, and subconsultants for any and all claims, losses, costs, and damages of any nature whatsoever that arise out of any cause of action, so that the total aggregate liability of the Consultant and Consultant's officers, directors, partners, employees, owners, and subconsultants shall not exceed $50,000.

18. **Certificate of Merit.** The Client shall make no claim for professional negligence, either directly or in a third-party claim, against the Consultant unless the Client has first provided the Consultant with a written certification executed by an independent Consultant currently practicing in the same discipline as the Consultant and licensed in the State of South Carolina. This certification shall: a) contain the name and license number of the certifier; b) specify each and every act or omission that the certifier contends is a violation of the standard of care expected of a Consultant performing professional services under similar circumstances; and c) state in complete detail the basis for the certifier's opinion that each such act or omission constitutes such a violation. This certificate shall be provided to the Consultant not less than thirty (30) calendar days prior to the presentation of any claim or the institution of any arbitration or judicial proceeding.

19. **Insurance.** The Client is advised to seek the advice of a qualified insurance professional with regarding any and all insurance requirements for the project. The Client agrees to indemnify the Consultant from damages arising from inadequate insurance coverage for the project. The Consultant carries Workers' Compensation insurance, professional liability insurance and general liability, and automobile insurance. If the Client directs the Consultant to obtain increased insurance coverage, the Consultant will take out such additional insurance, if obtainable, at the Client's expense.

20. **Betterment.** If, due to the Consultant's error, any required item or component of the project is omitted from the project construction documents prepared by Consultant or any other entity retained by Client to perform services for the Project , the Consultant shall not be responsible for paying the cost to add such item or component to the extent that such item or component would have been otherwise necessary to the project or otherwise adds value or betterment to the project. In no event will the Consultant be responsible for any cost or expense that provides betterment, upgrade or enhancement of the project.

21. **Use of Documents**. SW+ and its subconsultants shall be deemed the authors and owners of their respective Instruments of Service, including the Surveys, Drawings, Specifications, Reports, Field Data, Notes and other documents whether handwritten or in electronic form, and shall retain all common law, statutory and other reserved rights, including copyrights thereto.

    21.1. The Client acknowledges the Consultant's construction documents, including electronic files, as the work papers of the Consultant and the Consultant's instruments of professional service. Nevertheless, the final construction documents prepared under this Agreement shall become the property of the Client upon completion of the services and payment in full of all monies due to the Consultant. The Client shall not reuse or make any modification to the construction documents without the prior written authorization of the Consultant. The Client shall not provide the Consultant's Surveys or other construction documents in any format to any third-party without the written consent of Consultant. The Client agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless the Consultant, its officers, directors, employees and subconsultants (collectively, Consultant) against any damages,

liabilities or costs, including reasonable attorneys' fees and defense costs, arising from or allegedly arising from or in any way connected with the unauthorized reuse or modification of the construction documents by the Client or any person or entity that acquires or obtains the construction documents from or through the Client without the written authorization of the Consultant.

21.2. Under no circumstances shall the transfer of ownership of the Consultant's drawings, specification, electronic files or other instruments of service be deemed a sale by the Consultant, and the Consultant makes no warranties, either express or implied, of merchantability and fitness for any particular purpose, nor shall such transfer be construed or regarded as any waiver or other relinquishment for the Consultant's copyrights in any of the foregoing, full ownership of which shall remain with the Consultant, absent the Consultant's express prior written consent.

22. **Electronic Documents.** The Consultant may furnish to the Client and other parties as required during the execution of the Work, documents in electronic form. The Client shall agree to the following terms with regard to distribution and use of documents in electronic form:

22.1. In accepting and utilizing any drawings, reports and data on any form of electronic media generated and furnished by the Consultant, the Client agrees that all such electronic files are instruments of service of the Consultant, who shall be deemed the author, and shall retain all common law, statutory law and other rights, without limitation, including copyrights.

22.2. The Client agrees not to reuse these electronic files, in whole or in part, for any purpose other than for the Project. The Client agrees not to transfer these electronic files to others without the prior written consent of the Consultant. The Client further agrees to waive all claims against the Consultant resulting in any way from any unauthorized changes to or reuse of the electronic files for any other project by anyone other than the Consultant.

22.3. The Client and the Consultant agree that any electronic files furnished by either party shall conform to the project specifications. Any changes to the electronic specifications by either the Client or the Consultant are subject to review and acceptance by the other party. If the Consultant is required to expend additional effort to incorporate changes to the electronic file specifications made by the Client, these efforts shall be compensated for as Additional Services.

22.4. Electronic files furnished by either party shall be subject to an acceptance period of fourteen (14) days during which the receiving party agrees to perform appropriate acceptance tests. The party furnishing the electronic files shall correct any discrepancies or errors detected and reported within the acceptance period. After the acceptance period, the electronic files shall be deemed to be accepted and neither party shall have any obligation to correct errors or maintain electronic files.

22.5. The Client is aware that differences may exist between the electronic files delivered and the printed hard-copy construction documents. In the event of a conflict between the signed construction documents prepared by the Consultant and electronic files, the signed or sealed hard-copy constructions shall govern.

22.6. In addition, the Client agrees, to the fullest extent permitted by law, indemnify and hold harmless the Consultant, its officers, directors, employees and subconsultants (collectively, Consultant) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising from any changes made by anyone other than the Consultant from any reuse if the electronic files without the prior written consent of the Consultant.

22.7. Under no circumstances shall delivery of electronic file for use by the Client be deemed a sale by the Consultant, and the Consultant makes no warranties, either express or implied, of merchantability and fitness for any particular purpose. In no event shall the Consultant be liable for indirect or consequential damages as a result of the Client's use or reuse of the electronic files.

23. **Construction Phase Services.**

23.1. If the Consultant's services include the preparation of documents to be used for construction and SW+ is not retained to make appropriate site observation visits, the Client assumes all responsibility for interpretation of the documents and for construction observation. It is further agreed that the Client will defend, indemnify and hold harmless Consultant from any claim or suit whatsoever, including but not limited to all payments, expenses or costs involved, arising from the contractor's performance or the failure of the contractor's work to conform to the design intent and the contract documents.

23.2. If the Consultant provides construction phase services, the Consultant shall have no responsibility for any contractor's means, methods, techniques, equipment choice and usage, sequence, schedule, safety programs, or safety practices, nor shall SW+ have any authority or responsibility to stop or direct the work of any contractor. The Consultant's observation visits will be for the purpose of endeavoring to provide the Client a greater degree of

confidence that the completed work of its contractors will generally conform to the construction documents prepared by the Consultant. The Consultant neither guarantees the performance of contractors, nor assumes responsibility for any contractor's failure to perform its work in accordance with the contract documents.

23.3. The Client agrees that it would be unfair to hold Consultant liable for problems that might occur should Consultant's plans, specifications or design intents not be followed, or for problems resulting from others' failure to obtain and/or follow Consultant's guidance with respect to any errors, omissions, inconsistencies, ambiguities or conflicts which are detected or alleged to exist in or as a consequence of implementing Consultant's plans, specifications or other instruments of service. Accordingly, the Client waives any claim against Consultant, and agrees to defend, indemnify and hold Consultant harmless from any claim for injury or losses that results from failure to follow Consultant's plans, specifications or design intent, or for failure to obtain and/or follow Consultant's guidance with respect to any alleged errors, omissions, inconsistencies, ambiguities or conflicts contained within or arising as a result of implementing Consultant's plans, specifications or other instruments of services. The Client also agrees to compensate Consultant for any time spent and expenses incurred by Consultant's prevailing fee schedule and expense reimbursement policy.

23.4. The Consultant is not responsible for any duties assigned to the Consultant in the construction contract that are not expressly provided for in this Agreement. The Client agrees that neither the professional activities of Consultant, nor the presence of Consultant's employees and sub-consultant at a construction site, shall relieve the general contractor and any other entity of their obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending or coordinating all portions of the work of construction in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. Consultant and its personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions. The Client agrees that the General Contractor is solely responsible for job safety and warrants that this intent shall be made evident in the Client's Agreement with the general contractor. The Client also agrees that the Client, Consultant and Consultant's subconsultants shall be indemnified and shall be made additional insureds under the general contractor's general liability insurance policy.

24. **Certifications.** The Consultant shall not be required to execute certifications or third-party reliance letters that are inaccurate, that relate to facts of which the Consultant does not have actual knowledge, or warrant the existence of conditions whose existence and accuracy the Consultant cannot ascertain, or that would cause the Consultant to violate applicable rules of professional responsibility. The Client also agrees not to make resolution of any dispute with the Consultant or payment of any amount due to the Consultant in any way contingent upon the Consultant's signing any such certification.

    24.1. The Client shall indemnify and hold the Engineer harmless from and against any and all judgments, losses, damages, and expenses (including attorney fees and defense costs) arising from or related to claims by third parties to challenge the issuance of permits or certificates for the Project by agencies with jurisdiction in the premises. Defense costs shall include the time and expenses of the Engineer's personnel to assist in the defense of the issuance of the permit or certificate.

25. **Certifications, Guarantees and Warranties.** The Consultant shall not be required to sign any documents, no matter by whom they may be requested, that would result in the Consultant having to certify, guarantee or warrant the existence of conditions which the Consultant cannot ascertain. The Client also agrees that it has no right to make the resolution of any dispute with the Consultant or the payment of any amounts due to the Consultant in any way contingent upon the Consultant's signing any such certification.

    25.1. The Client shall indemnify and hold the Consultant harmless from and against any and all judgments, losses, damages, and expenses (including attorney fees and defense costs) arising from or related to claims by third parties to challenge the issuance of permits or certificates for the Project by agencies with jurisdiction in the premises. Defense costs shall include the time and expenses of the Engineer's personnel to assist in the defense of the issuance of the permit or certificate.

26. **SWPPP Services.** Where the Consultant provides SWPPP related services, the information contained in the SWPPP represents a planning tool to assist the Client, and his co-permittees, in complying with environmental regulations during the Project construction. The decisions on how to operate the construction site rest solely with the Client/co-permittees and not with the Consultant. The Client agrees to indemnify the Consultant from damages and fines resulting from the

operational decisions of the Client/co-permittees, or the failure of the Client/co-permittees to follow the recommendations as outlined in the SWPPP.

27. **NPDES Permit.** In instances where an NPDES Permit remains in effect beyond the termination of other services described in this proposal, the Consultant's responsibilities for SWPPP related services shall cease at a time concurrent with the termination of other services. If the Client wishes for SWPPP-related services to continue beyond that time, they shall be agreed to under a separate Contract.
28. **Shop Drawing Review.** The Consultant shall review and approve Contractor submittals, such as shop drawings, product data, samples and other data, as required by the Consultant, but only for the limited purpose of checking for conformance with the design concept and the information expressed in the contract documents. The review shall not include review of the accuracy or completeness of details, such as quantities, dimensions, weights or gauges, fabrication processes, construction means or methods, coordination of the work with other trades or construction safety precautions, all of which are sole responsibility of the Contractor. The Consultant's review shall be conducted with reasonable promptness while allowing sufficient time in the Consultant's judgment to permit adequate review. Review of specific item shall not indicate that the Consultant has reviewed the entire assembly of which the item is a component. The Consultant shall not be responsible for any deviations from the contract documents not brought to the attention of the Consultant in writing by the Contractor. The Consultant shall not be required to review partial submissions or those for which submissions of correlated items have not been received.
29. **Signage.** As used in this Agreement, the term sign shall mean any sign structure or combination of sign structure and message in the form of outdoor sign, display, message, poster, billboard, advertisement, logo, symbol, or other form, which is designated to advertise or inform, any part of a message or information contents.
    29.1. **Signs Required by Law.** The Client agrees to allow the Consultant to adhere to the location of the professional services provided by the Consultant, signs which are required by law, statute, or regulatory body to be displayed.
    29.2. **Consultant Sign.** The Client agrees to allow the Consultant to adhere to the location of the professional services by the Consultant, signs which advertise the Consultant's professional services. The Client agrees to allow all signs to remain at the location of the professional services for the duration of the Period of Services as defined in section 3 of this Agreement. The Client may request the exact specifications of the signs prior to installation on or at the site.
    29.3. **Sign Permits**. In the event the location of the professional services by the Consultant is located in a county, municipality, or township, which requires pre-approval and/or permits to display signs, the Client will work with the Consultant in a reasonable manner obtain the necessary permissions and/or approvals.
30. **Definition of "Hazardous Materials".** As used in this Agreement, the term hazardous materials shall mean any substances, including without limitation asbestos, toxic or hazardous waste, OCBs, combustible gases and materials, petroleum or radioactive materials (as each of these is defined in applicable federal statues) or any other substances under any conditions and in such quantities as would pose a substantial danger to persons or property exposed to such substances at or near the Project site.
    30.1. **Hazardous Materials - Suspension of Services.** Both parties acknowledge that the Consultant's scope of services does not include any services related to the presence of any hazardous or toxic materials. In the event the Consultant or any other person or entity involved in the project encounters any hazardous or toxic materials, or should it become known to the Consultant that such materials may be present on or about the jobsite or any adjacent areas that may affect the performance of the Consultant's services, the Consultant may, at its sole option and without liability for consequential or any other damages, suspend performance of its services under this Agreement until the Client retains appropriate qualified consultants and/or contractors to identify and abate or remove the hazardous or toxic materials and warrants that the jobsite is in full compliance with all applicable laws and regulations.
    30.2. **Hazardous Substances and Conditions.** This contract does not specifically address environmental pollution audits at any level, testing or visual inspection for environmental risks of pollution or hazardous materials wither on or relating to the site. Because of the Client waives any claim against the Consultant and agrees to defend, indemnify, and hold the Consultant harmless for any alleged environmental risks or hazardous materials. We further recommend that environmental audits, reports or cleanup be performed by the client in a timely manner and under separate contract.
31. **Non-Solicitation.** During the Period of Services as outlined in Provision 3 of this Agreement and ending one year following the Termination of this Agreement or the completion of Professional Services by the Consultant, the Client shall not, without prior written consent, directly or indirectly; (1) solicit or encourage any person to leave the employment of the Consultant or its affiliates; or (2) hire, on behalf of the Client or any other person or entity, any person who has left the employment of the

Consultant within one year following the termination of that person's employment with the Client or its affiliates. The Client agrees that during the Period of Services by the Consultant and one year following the Termination of this Agreement, or completion of the Professional Services by the Consultant as defined in this Agreement, that the Client will not, whether for its own gain or for the gain of any other person or entity, interfere with the relationship of the Consultant or its affiliates with, or endeavor to entice away from the Consultant, any person who during the Period of Services of this Agreement , was an employee, investor, third-party vendor, or customer of the Consultant.

32. **Corporate Protection.** It is intended by the parties to this Agreement that the Consultant's services in connection with the Project shall not subject the Consultant's individual employees, officers or directors to any personal legal exposure for the risks associated with this Project. Therefore, and notwithstanding anything to the contrary contained herein, the Client agrees that as the Client's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against the Consultant, a South Carolina corporation, and not against any of the Consultant's individual employees, officers or directors.

February 18, 2025

SCDES Bureau of Water
Pollution Source Compliance Section
2600 Bull Street
Columbia, SC 29170
Attn: Patricia Hydrick

Re: Audit Response and MS4 Compliance Plan

SCDES Bureau of Water Staff,

Please allow this letter to serve as an official response to the City of Pickens MS4 program audit conducted by your department on September 28, 2023. The report associated with this audit and NPDES Permit # SCR037703 was delivered to our department on July 29, 2024. This report detailed deficiencies within the City of Pickens stormwater management program. Since the date of this report, we have been working with multiple agencies and an outside consultant to resolve the noted deficiencies. City of Pickens staff are making the following efforts per each noted requirement:

3.2 TMDL Monitoring and Assessment

The City of Pickens is working alongside an outside consultant to draft and accept a Stormwater Management Plan (SWMP). A TMDL Monitoring and Assessment Plan specific to the City of Pickens Fecal Coliform TMDL requirement will be addressed in this SWMP and will be delivered to SCDES Bureau of Water on or before June 30, 2025.

3.3 TMD Implementation and Analysis

The City of Pickens is working alongside Pickens County, Anderson and Pickens County Stormwater Partners, and an outside consultant to establish ongoing TMDL monitoring and assessment to meet the WLA. The establishment of a SWMP will also entail methods for fulfilling the requirements of a TMDL Implementation Plan. This information will be provided in the SWMP and next annual report.

SWMP Development

As noted above, a SWMP will be developed and delivered to SCDES on or before June 30, 2025.

Enforcement Response Plan

The City of Pickens ordinance Article IV, Section 16-171(a)(b)(4) provides the City of Pickens with the authority to exercise powers granted in Regulation 72-300 with respect to stormwater facilities and sediment reduction. This section allows the City of Pickens to "suspend or revoke permits when it is determined that the permittee has violated any applicable ordinance, resolution, or condition of the permit" (4.vi) and "regulate and prohibit discharges into stormwater facilities of sanitary, industrial, or commercial sewage or waters that have otherwise been contaminated" (4.vii).

Minimum Control Measures 1 & 2 (MCM 1 & 2)

As identified in the audit report, these MCM operatives are rated "satisfactory" by SCDES. Efforts of public education, outreach, and participation are ongoing and supported by Anderson and Pickens County Stormwater Partners.

MCM 3 – Illicit Discharge Detection and Elimination

- Part 4.2.3.2.1

The City of Pickens has been working with an outside consultant to develop a dynamic, digital storm sewer system and outfall map capable of being accessed by field staff at any time. The purpose of this map is to identify and eliminate illicit discharges and maintain an updated database of discharge and stormwater infrastructure in state-plane coordinate system.

- Part 4.2.3.2.2

The City of Pickens is currently working with an outside consultant and other agencies to develop methods to identify priority areas and allow for more detailed screening of the storm sewer system database mentioned above. In the annual report, a list of all priority areas will be provided.

- Part 4.2.3.2.3

The City of Pickens is coordinating with local agencies to incorporate a standard for dry weather screening into the SWMP.

- Part 4.2.3.2.8

The City of Pickens has hired an outside consultant well versed in public reporting mechanisms to establish and implement an online medium for citizens to request information, identify what they believe to be illicit discharges, and be followed up with to close out individual cases created by the forum.

MCM 4 – Construction Site Stormwater Runoff Control

- Part 4.2.4.6a

The City of Pickens has been working with Pickens County Stormwater to receive monthly updates on active construction sites within the City of Pickens. This list of projects includes pertinent information specific to the City of Pickens. This information will also be provided in the next annual report delivered to SCDES.

MCM 5 – Post-Construction Stormwater Management in New Development and Redevelopment

Pickens County handles MCM 5 operations for City of Pickens. To improve the rating of this MCM given by SCDES, Pickens County is providing the City of Pickens with annual reporting activities associated with post-construction stormwater control measures (SCMs). Information associated with such activities will also include necessary NOVs, NOTs, etc. This information will be provided in the next annual report.

MCM 6 – Pollution Prevention/Good Housekeeping for Municipal Operations

It was noted that no documentation of City of Pickens staff has been provided to SCDES. The City of Pickens is working with Anderson and Pickens County Stormwater Partners to provide annual training to city staff for identifying and inspecting "high priority" facilities, as well as general stormwater BMP maintenance training. In each annual report, the City of Pickens will provide each year's training materials and an attendance/sign-in sheet thereby documenting the training.

Further, the following items of concern listed in the audit have since been properly handled. This includes the above-ground tank leaking contents, the unlabeled leaking barrel, the uncovered city trash can with household waste, and the liquid staining on the pavement.

We look forward to continuing to work with your department as we resolve these concerns.

Sincerely,

Trey Adams
Public Works Director
City of Pickens