

Mayor
ISAIAH SCIPIO
City Council
CAMERON RIVERS, Mayor Pro-Tem
JOHN MCMANUS
FLOYD ROGERS
RAY WILSON
ALLIE WINTER



Administrator
TIM O'BRIANT
City Clerk
DONNA F. OWEN

City of Pickens

www.cityofpickens.com

AGENDA
CITY COUNCIL REGULAR MEETING
Monday January 13, 2025
6:00 p.m.

CITY HALL
219 PENDLETON STREET
PICKENS, SOUTH CAROLINA

1. WELCOME AND CALL TO ORDER:
2. INVOCATION AND PLEDGE OF ALLEGIANCE:
3. COMMENTS FROM THE MAYOR:
4. COMMENTS FROM CITIZENS:
5. ADMINISTRATOR'S REPORT:
6. APPROVAL OF MINUTES:
December 9, 2024
January 6, 2025
7. SECOND READING OF ORDINANCE NO. 2024-11, TO AMEND DIVISION 3 (MEETINGS) OF Article II (MAYOR AND COUNCIL) OF CHAPTER 2 (ADMINISTRATION) OF THE CITY OF PICKENS CODE OF ORDINANCES:
8. APPROVAL OF THE GREENVILLE WATER CAPACITY BUY IN AND SUPPLY AGREEMENT:
9. APPOINTMENT TO THE PLANNING COMMISSION:
10. COMMENTS FROM COUNCIL:
11. ADJOURNMENT:



TO: Mayor and Council
FROM: Tim O'Briant, City Administrator
DATE: January 8, 2025
RE: FY 2024-2025 Q2 Financial Report

The City of Pickens has closed the Second Quarter of the 2024-2025 Fiscal Year. See attached the financial report completed by Finance Director Mandy Hess as of December 31, 2024, showing the revenues and expenses for the year thus far are within expectations and meeting cash flow requirements.

A handwritten signature in black ink, appearing to read "Tim O'Briant", is written over the text area.

**City of Pickens
Council Meeting
Finance Director's Report
December 31, 2024**

Finance Report as of December 31, 2024

- Investment accounts have been set up, LGIP has already produced \$6,035.28 in interest.
- Pickens Savings & Loan Water CD matured December 28, 2024, with a balance of \$151,324.40. The Doodle CD currently holds \$50,305.46.
- No statement has been received to date on the TD bank CD. The initial deposit was \$250,000.00 with a 4.13% interest rate.
- The city has collected \$19,900.00 from sales of Public Works vehicles/equipment no longer needed.
- FY22/23 audit preparations are currently underway.
- All Hurricane Helene damages have been reported to SCMIRF (insurance claims). Additionally, the city is working closely with FEMA to seek disaster relief funding.
- All other Financial Reports are attached.

Mandy K. Hess
Finance Director
City of Pickens



South Carolina Office of State Treasurer

Curtis M. Loftis, Jr.

Local Government Investment Pool

Statement of Account

01/01/2025 - 01/02/2025

<p>CITY OF PICKENS PICKENS RESERVE 219 PENDLETON ST PICKENS ST 29671</p>	<p>Account Number: 3286 Beginning Balance: 753,101.08 Ending Balance: 753,101.08 Average Balance: 753,101.08 Average Interest Rate (365): 0.0000 %</p>
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Date	Description	Contributions	Withdrawals	Balance
01/01/2025	Beginning Balance	--	--	753,101.08

	Funds Received	Funds Withdrawn	Interest Earned
MTD	0.00	0.00	0.00
YTD	750,000.00	0.00	6,035.28

PICKENS SAVINGS AND LOAN
P O BOX 600
PICKENS

SC 29671

MATURITY NOTICE

TYPE
80

ACCOUNT NUMBER
10-01041216

We would like to remind you that your account will mature on 12/28/24. If the account renews, the new maturity date will be 8/28/25. The interest rate and annual percentage yield have not yet been determined. They will be available on 12/28/24. Please call (864)878-2444 to learn the interest rate and annual percentage yield for your new account. Please feel free to contact us if you have any questions.

CITY OF PICKENS
CUSTOMER WATER DEPOSITS
PO BOX 217
PICKENS SC 29671-0217

AS OF -->
BALANCE

11/23/24
151,324.40

CURRENT TERM 8 MONTHS
CURRENT INT PYMT FREQ AT MATURITY
CURRENT INT PYMT METHOD POST TO ACCT

At Maturity you have 7 days
to make changes.





City of Pickens

Monthly Financial Report Fiscal Year 2024 Through 31-Dec-24

GENERAL FUND

<i>Category</i>	<i>Annual Budget</i>	<i>YTD Actual</i>	<i>% of Budget</i>	<i>% Year Passed</i>
Revenues	\$ 5,316,791	\$ 1,968,002	37.0%	50.0%
Expenditures	\$ 5,316,791	\$ 2,737,396	51.5%	50.0%
Revenues Over (Under) Expenditures	\$ (0)	\$ (769,393)		

UTILITY FUND

<i>Category</i>	<i>Annual Budget</i>	<i>YTD Actual</i>	<i>% of Budget</i>	<i>% Year Passed</i>
Revenues	\$ 5,149,414	\$ 1,826,860	35.5%	50.0%
Expenditures	\$ 5,149,414	\$ 1,664,872	32.3%	50.0%
Revenues Over (Under) Expenditures	\$ -	\$ 161,987		

HOSPITALITY TAX FUND

<i>Category</i>	<i>Annual Budget</i>	<i>YTD Actual</i>	<i>% of Budget</i>	<i>% Year Passed</i>
Revenues	\$ 1,200,000	\$ 304,533	25.4%	50.0%
Expenditures	\$ 1,200,000	\$ 722,731	60.2%	50.0%
Revenues Over (Under) Expenditures	\$ -	\$ (418,198)		

RECONCILED BANK ACCOUNT BALANCES

<i>Account</i>	<i>Balance</i>
Wells Fargo Operating Account	\$ 2,584,710
Wells Fargo Hospitality Tax Account	\$ 668,172
Wells Fargo Grant Account	\$ 20
South State Seized Account	\$ 2,910
South State PEPI Account	\$ 13,264
Total Cash in Bank	\$ 3,269,076

REVENUE & EXPENDITURE STATEMENT
 07/01/2024 To 12/31/2024

CITY OF PICKENS
 FY 2024-2025

*100 in the % Used column indicates that no budget exists

Account	Current Period (\$)	YTD (\$)	Budget (\$)	% Used
10 General Fund				
Revenue				
10-4150-4010 ELECTION FILING FEES	400.00	400.00	0.00	*100
10-4150-4020 SIGN AND PLANNING PERMIT FEE:	670.00	670.00	2,000.00	34
10-4150-4025 SCMIT REFUND (WORKERS COMP	0.00	0.00	26,000.00	0
10-4150-4040 CITY RENTALS	2,617.49	2,617.49	10,059.00	26
10-4150-4050 FRANCHISE FEES	86,250.85	86,250.85	275,000.00	31
10-4150-4055 MERCHANTS INVENTORY	10,827.24	10,827.24	10,500.00	103
10-4150-4060 PROPERTY TAX	62,208.96	62,208.96	545,000.00	11
10-4150-4061 HOMESTEAD EXEMPTION TAX	0.00	0.00	45,000.00	0
10-4150-4065 LOCAL OPTION SALES TAX	433,301.49	433,301.49	1,100,000.00	39
10-4150-4070 ACCOMMODATIONS TAX	3,046.18	3,046.18	2,500.00	122
10-4150-4071 AID TO SUBDIVISIONS	21,884.51	21,884.51	40,000.00	55
10-4150-4072 MFG PVE REIMBURSEMENT PROG	0.00	0.00	250.00	0
10-4150-4075 LOCAL GOVT FUND	0.00	0.00	80,000.00	0
10-4150-4080 BUSINESS LICENSE	21,158.70	21,158.70	750,000.00	3
10-4150-4085 SCMIRF INSURANCE CLAIMS	2,124.23	2,124.23	0.00	*100
10-4150-4175 INTEREST INCOME	0.00	0.00	197,660.00	0
10-4150-4180 MISCELLANEOUS/ALL OTHER	13,521.70	13,521.70	140,984.00	10
10-4150-4191 HOSPITAL TAX OH REIMBURSEME	115,000.00	115,000.00	115,000.00	100
10-4150-4195 ARPA Revenue	0.00	0.00	600,000.00	0
10-4150-4201 ALLOCATION OF FUND BALANCE	0.00	0.00	124,907.00	0
10-4150-4215 PROCEEDS OF NOTE PAYABLE	0.00	0.00	225,118.00	0
10-4150-9005 UTILITY FUND TRANSFER 5%	581,239.78	581,239.78	0.00	*100
10-4210-4000 ARPA TRANSFER POLICE	-19.99	-19.99	0.00	*100
10-4210-4090 SCHOOL RESOURCE OFFICER RE	238,000.00	238,000.00	280,000.00	85
10-4210-4092 School Events Revenue	8,300.00	8,300.00	0.00	*100
10-4210-4095 MUNICIPAL FINES	15,639.75	15,639.75	80,000.00	20
10-4210-4098 DONATIONS	2,300.00	2,300.00	0.00	*100
10-4210-4099 MISCELLEANOUS REVENUE	243.31	243.31	0.00	*100
10-4210-4100 GOV DEALS REVENUE	10,000.00	10,000.00	0.00	*100
10-4220-4215 IN CITY FIRE FEES	30,261.80	30,261.80	217,915.00	14
10-4310-4000 ARPA TRANSFER PUBLIC WORKS	1,106.38	1,106.38	0.00	*100
10-4310-4099 MISCELLEANOUS REVENUE	76,664.31	76,664.31	0.00	*100
10-4310-4112 SANITATION INSIDE CITY	181,112.50	181,112.50	340,656.00	53
10-4310-4122 SANITATION OUTSIDE CITY	19,950.00	19,950.00	34,000.00	59
10-4310-6218 2ND ROLL CART PURCHASE	139.53	139.53	0.00	*100
10-4510-4135 Basketball Fees	2,860.00	2,860.00	20,000.00	14
10-4510-4140 Volleyball Fees	5,430.00	5,430.00	22,000.00	25

REVENUE & EXPENDITURE STATEMENT
07/01/2024 To 12/31/2024

CITY OF PICKENS
FY 2024-2025

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Account	Current Period (\$)	YTD (\$)	Budget (\$)	% Used
10-4510-4145 Baseball/Softball Fees	0.00	0.00	12,000.00	0
10-4510-4150 Football & Cheerng Fees	7,233.75	7,233.75	10,000.00	72
10-4510-4160 Facility Rentals	875.00	875.00	10,000.00	9
10-4510-4165 Soccer Fees	2,430.00	2,430.00	0.00	*100
10-4510-4170 SUMMER CAMP FEES	3,821.00	3,821.00	10,000.00	38
10-4510-4171 Soccer Fees	1,564.01	1,564.01	9,000.00	17
10-4510-6500 Dacusville Rec Fees Collected	5,840.00	5,840.00	0.00	*100
Revenue Subtotal	\$1,968,002.48	\$1,968,002.48	\$5,336,649.00	37
Expenditure				
10-4150-5000 ADM. SALARIES	66,111.57	66,111.57	147,074.18	45
10-4150-5005 CITY COUNCIL SALARY (1/2)	7,730.85	7,730.85	24,000.00	32
10-4150-5015 SOCIAL SECURITY	6,364.18	6,364.18	10,918.18	58
10-4150-5020 RETIREMENT-EMPLOYER	14,701.75	14,701.75	26,925.78	55
10-4150-5025 SCMIT (WORKERS COMP)	4,777.16	4,777.16	5,000.00	96
10-4150-5026 SCMIRF (LIABILITY & PROPERTY)	44,592.58	44,592.58	37,857.84	118
10-4150-5035 HEALTH & LIFE INSURANCE	17,982.30	17,982.30	20,775.54	87
10-4150-5070 Appreciation/Bonus	1,057.00	1,057.00	450.00	235
10-4150-6002 SFTWARE/COMP/EMAIL PER USER	42,742.03	42,742.03	40,000.00	107
10-4150-6004 HARRIS SOFTWARE SUPPORT	0.00	0.00	35,000.00	0
10-4150-6005 OFFICE SUPPLIES & EXPENSES	6,967.43	6,967.43	5,500.00	127
10-4150-6010 PLANNING EXPENSES	0.00	0.00	30,000.00	0
10-4150-6015 BUILDING REPAIRS & MAINTENAN	1,737.42	1,737.42	15,000.00	12
10-4150-6025 TRAINING/DEVELOPMENT/DUES	3,491.77	3,491.77	12,000.00	29
10-4150-6030 MAYOR & COUNCIL EXPENSE	6,477.46	6,477.46	7,000.00	93
10-4150-6035 Sponsorships/Donations	3,200.00	3,200.00	8,000.00	40
10-4150-6050 OFFICE UTILITIES	6,645.06	6,645.06	13,500.00	49
10-4150-6065 ELECTION EXPENSE	17,484.28	17,484.28	0.00	*100
10-4150-6070 MEDIA ADVERTISING	5,010.00	5,010.00	3,000.00	167
10-4150-6075 PROFESSIONAL FEES	66,528.64	66,528.64	75,000.00	89
10-4150-6076 ACCOUNTING & AUDITING	4,978.00	4,978.00	50,000.00	10
10-4150-6077 ORDINANCE CODIFICATION EXPEI	1,494.26	1,494.26	10,000.00	15
10-4150-6080 CLEANING SERVICE & SUPPLIES	1,662.15	1,662.15	6,000.00	28
10-4150-6081 BUSINESS LICENSE EXPENSE	2,108.28	2,108.28	5,000.00	42
10-4150-6095 MISCELLANEOUS EXPENSE	1,678.63	1,678.63	1,000.00	168
10-4150-8180 PRE-EMPLOYMENT TESTING	52.00	52.00	50.00	104
10-4150-8050 Department Contingency	0.00	0.00	9,906.00	0
10-4150-8057 ROAD MAINTENACE FEE USES	1,207.95	1,207.95	25,000.00	5
10-4150-8060 New Website/Logo	17,672.00	17,672.00	30,000.00	59
10-4150-8070 Design Improvements	0.00	0.00	5,000.00	0

REVENUE & EXPENDITURE STATEMENT
07/01/2024 To 12/31/2024

CITY OF PICKENS
FY 2024-2025

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Account	Current Period (\$)	YTD (\$)	Budget (\$)	% Used
10-4150-8080 MISC. CAP IMPROVEMENTS	0.00	0.00	47,203.38	0
10-4150-9050 Reserve Contribution	0.00	0.00	5,000.00	0
10-4210-5000 POLICE SALARY	417,600.17	417,600.17	833,554.05	50
10-4210-5006 POLICE PART TIME SALARIES	17,898.37	17,898.37	37,437.92	48
10-4210-5010 POLICE OVERTIME	56,453.65	56,453.65	40,000.00	141
10-4210-5015 EMPLOYER SOCIAL SECURITY	36,209.62	36,209.62	65,059.43	56
10-4210-5020 RETIREMENT EMPLOYER	102,698.87	102,698.87	190,328.06	54
10-4210-5025 SCMIT (WORKERS COMP)	4,910.00	4,910.00	32,245.33	15
10-4210-5026 SCMIRF (LIABILITY & PROPERTY)	32,033.32	32,033.32	37,857.84	85
10-4210-5035 HEALTH & LIFE INSURANCE	50,929.25	50,929.25	91,253.27	56
10-4210-5070 APPRECIATION/BONUS	2,100.00	2,100.00	2,000.00	105
10-4210-6005 SUPPLIES & EXPENSE	11,285.46	11,285.46	10,000.00	113
10-4210-6015 BUILDING REPAIRS & MAINTENANCE	118.66	118.66	1,000.00	12
10-4210-6058 FIREARMS TRAINING/AMMO	1,585.22	1,585.22	3,500.00	45
10-4210-6075 PROFESSIONAL FEES	199.00	199.00	1,500.00	13
10-4210-6095 MISCELLANEOUS	2,750.00	2,750.00	2,500.00	110
10-4210-6115 K-9	-250.00	-250.00	4,000.00	-6
10-4210-6120 TRAINING & PROFESSIONAL DEVELOPMENT	6,183.98	6,183.98	13,000.00	48
10-4210-6125 TECHNOLOGY EXPENSE	26,723.92	26,723.92	50,000.00	53
10-4210-6127 DISPATCH CENTRAL SQUARE	29,378.78	29,378.78	11,400.00	258
10-4210-6130 AUTOMOBILE EXPENSE	46,721.91	46,721.91	45,000.00	104
10-4210-6135 FUEL EXPENSE	27,755.66	27,755.66	50,000.00	56
10-4210-6140 RADIO MAINTENANCE	545.70	545.70	1,500.00	36
10-4210-6145 DISPATCH EXPENSE	11,950.00	11,950.00	0.00	*100
10-4210-6150 COMMUNITY EDUCATION	3,468.23	3,468.23	3,500.00	99
10-4210-6155 UNIFORMS	6,457.62	6,457.62	7,000.00	92
10-4210-6160 HOUSING OF PRISONERS	1,112.52	1,112.52	15,000.00	7
10-4210-6180 PRE-EMPLOYMENT TESTING	304.00	304.00	1,000.00	30
10-4210-6183 Evidence Room / Evidence Supplies	706.27	706.27	3,000.00	24
10-4210-6185 TASER EQUIPMENT	3,460.75	3,460.75	3,500.00	99
10-4210-6190 VEHICLE TECHNOLOGY (ARPA)	0.00	0.00	15,000.00	0
10-4210-6195 WELLNESS PROGRAM	0.00	0.00	1,500.00	0
10-4210-8050 Capital Improvement Plan	0.00	0.00	46,398.25	0
10-4210-9050 Police Contingency	8,000.00	8,000.00	23,545.00	34
10-4220-5000 SALARIES FIREMEN	136,212.36	136,212.36	300,818.00	45
10-4220-5006 PART TIME SALARIES	19,590.01	19,590.01	55,891.56	35
10-4220-5010 OVERTIME	14,602.64	14,602.64	41,617.35	35
10-4220-5015 SOCIAL SECURITY	11,949.67	11,949.67	33,229.83	36
10-4220-5020 EMPLOYER RETIREMENT	35,270.03	35,270.03	92,261.66	38

REVENUE & EXPENDITURE STATEMENT
 07/01/2024 To 12/31/2024

CITY OF PICKENS
 FY 2024-2025

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Account	Current Period (\$)	YTD (\$)	Budget (\$)	% Used
10-4220-5025 SCMIT (WORKERS COMP)	4,777.16	4,777.16	10,146.60	47
10-4220-5026 SCMIRF (LIABILITY & PROPERTY)	32,033.32	32,033.32	37,857.84	85
10-4220-5035 HEALTH & LIFE INSURANCE	50,357.21	50,357.21	82,591.49	61
10-4220-5050 VOLUNTEER FIRE	36,219.18	36,219.18	36,050.00	100
10-4220-5070 APPRECIATION/BONUS	1,200.00	1,200.00	1,200.00	100
10-4220-6000 WELLNESS PROGRAM	0.00	0.00	1,500.00	0
10-4220-6002 SFTWARE/COMP/EMAIL PER USER	2,080.00	2,080.00	9,000.00	23
10-4220-6005 SUPPLIES-EXPENSE	3,005.64	3,005.64	5,000.00	60
10-4220-6015 BUILDING REPAIRS & MAINTENAN	555.51	555.51	2,000.00	28
10-4220-6016 EQUIPMENT MAINTENANCE	2,142.13	2,142.13	10,000.00	21
10-4220-6025 MEMBERSHIP DUES	4,137.69	4,137.69	4,500.00	92
10-4220-6099 MISCELLANEOUS EXPENSE	1,059.78	1,059.78	1,000.00	106
10-4220-6130 TRUCK EXPENSE	9,328.52	9,328.52	20,000.00	47
10-4220-6135 FUEL	3,297.56	3,297.56	10,000.00	33
10-4220-6140 RADIO MAINTENANCE	2,873.41	2,873.41	7,000.00	41
10-4220-6141 AIR PACK MAINT'N & SERVICE	1,808.30	1,808.30	6,000.00	30
10-4220-6155 FIREMEN UNIFORMS	6,268.27	6,268.27	6,500.00	96
10-4220-6157 TURN OUT GEAR	30,108.97	30,108.97	36,000.00	84
10-4220-6158 FIRE PREVENTION EXPENSES	1,649.45	1,649.45	3,000.00	55
10-4220-6180 PRE EMPLOYMENT TESTING	50.00	50.00	250.00	20
10-4220-6185 TRAINING EXPENSES	1,765.57	1,765.57	5,500.00	32
10-4220-6205 HEALTH PHYSICALS	6,432.00	6,432.00	5,000.00	129
10-4220-8050 Capital Improvement Plan	0.00	0.00	46,398.22	0
10-4220-9050 Fire Conlingency	0.00	0.00	11,724.00	0
10-4310-5000 PUBLIC WORKS SALARIES	209,449.15	209,449.15	427,882.63	49
10-4310-5010 PUBLIC WORKS OVERTIME	8,107.22	8,107.22	8,500.00	95
10-4310-5015 PUBLIC WORKS SOCIAL SECURITY	15,755.01	15,755.01	33,542.28	47
10-4310-5020 PW RETIREMENT-EMPLOYER	40,604.25	40,604.25	82,580.93	49
10-4310-5025 SCMIT (WORKERS COMP)	4,777.16	4,777.16	5,001.51	96
10-4310-5026 SCMIRF (LIABILITY & PROPERTY)	32,033.32	32,033.32	37,857.84	85
10-4310-5035 HEALTH & LIFE INSURANCE	37,804.38	37,804.38	80,492.19	47
10-4310-5070 APPRECIATION/BONUS	1,363.68	1,363.68	1,300.00	105
10-4310-6015 BUILDING REPAIRS & MAINTENAN	235.22	235.22	0.00	*100
10-4310-6050 ELECTRICITY	41,876.05	41,876.05	74,000.00	57
10-4310-6130 TRUCK EXPENSE	28,280.24	28,280.24	30,000.00	94
10-4310-6131 EQUIPMENT EXPENSE	3,615.46	3,615.46	12,000.00	30
10-4310-6135 PUBLIC WORKS FUEL	16,823.81	16,823.81	40,000.00	42
10-4310-6140 SHOP ELECTRICITY	261.20	261.20	3,000.00	9
10-4310-6155 PW UNIFORMS	11,942.25	11,942.25	7,000.00	171

REVENUE & EXPENDITURE STATEMENT
 07/01/2024 To 12/31/2024

CITY OF PICKENS
 FY 2024-2025

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10-4310-6180 PRE EMPLOYMENT TESTING	749.08	749.08	1,000.00	75
10-4310-6215 PWMAINTN EXPENSE	3,273.59	3,273.59	8,000.00	41
10-4310-6216 DUMPSTERS/ROLLCARTS	4,275.43	4,275.43	3,000.00	143
10-4310-6220 SAFETY EQUIPMENT	3,130.43	3,130.43	3,000.00	104
10-4310-6225 COUNTY LANDFILL TIPPING FEES	22,561.41	22,561.41	50,000.00	45
10-4310-6245 SIGNS	119.55	119.55	2,000.00	6
10-4310-6255 OFFICE SUPPLIES	2,123.67	2,123.67	1,000.00	212
10-4310-8050 Capital Improvement Plan	0.00	0.00	46,398.25	0
10-4310-9050 PW Contingency	10,000.00	10,000.00	16,235.01	62
10-4510-5000 SALARIES RECREATION	102,045.14	102,045.14	221,159.75	46
10-4510-5006 PART TIME SALARIES	32,251.39	32,251.39	77,000.00	42
10-4510-5010 OVERTIME	4,045.77	4,045.77	10,000.00	40
10-4510-5015 RECREATION SOCIAL SECURITY	8,924.93	8,924.93	17,135.18	52
10-4510-5020 RETIREMENT-EMPLOYER	18,333.56	18,333.56	41,562.35	44
10-4510-5025 SCMIT (WORKERS COMP)	2,615.76	2,615.76	4,207.80	62
10-4510-5026 SCMIRF (LIABILITY & PROPERTY)	32,033.30	32,033.30	37,857.84	85
10-4510-5035 HEALTH & LIFE INSURANCE	16,312.09	16,312.09	2,754.45	592
10-4510-5070 APPRECIATION/BONUS	450.00	450.00	325.00	138
10-4510-6002 SFTWARE/COMP/EMAIL PER USER	1,000.87	1,000.87	8,200.00	12
10-4510-6003 INTERNET/VOIP FEES	583.54	583.54	0.00	*100
10-4510-6005 Supplies-Office	5,927.92	5,927.92	6,000.00	99
10-4510-6006 TRAININGS/ MEETINGS/DUES	862.10	862.10	5,000.00	17
10-4510-6015 BUILDING REPAIRS & MAINTENAN	20,762.88	20,762.88	25,000.00	83
10-4510-6016 PARK AND PLAYGROUND MAINT	8,163.38	8,163.38	24,753.60	33
10-4510-6017 PLAYGROUND MAINTENANCE	3,734.39	3,734.39	24,753.60	15
10-4510-6018 VEHICLE MAINTENANCE	3,328.34	3,328.34	7,000.00	48
10-4510-6019 GROUNDS/FIELDS	24,876.73	24,876.73	40,000.00	62
10-4510-6050 ELECTRICITY & HEATING	28,653.85	28,653.85	60,000.00	48
10-4510-6135 FUEL VEHICLES & EQUIPMENT	2,128.33	2,128.33	8,000.00	27
10-4510-6145 FIELD LIGHTING (ARPA)	0.00	0.00	8,000.00	0
10-4510-6155 REC EMPLOYEE UNIFORMS EXPE	602.66	602.66	2,000.00	30
10-4510-6180 PRE EMPLOYMENT TESTING	72.60	72.60	1,500.00	5
10-4510-6265 BASKETBALL EXPENSE	1,187.81	1,187.81	35,000.00	3
10-4510-6270 VOLLEYBALL EXPENSE	23,098.56	23,098.56	30,000.00	77
10-4510-6275 BASEBALL EXPENSE	5,255.15	5,255.15	20,000.00	26
10-4510-6279 CHEERING EXPENSES	95.97	95.97	5,500.00	2
10-4510-6280 FOOTBALL EXPENSE	20,982.46	20,982.46	27,000.00	78
10-4510-6281 SUMMER CAMP EXPENSE	400.87	400.87	10,000.00	4
10-4510-6285 CONCESSIONS	0.00	0.00	2,500.00	0

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Account	Current Period (\$)	YTD (\$)	Budget (\$)	% Used
10-4510-6290 SOCCER EXPENSE	7,472.77	7,472.77	15,000.00	50
10-4510-6295 EVENTS	3,053.94	3,053.94	3,000.00	102
10-4510-6300 RECREATION CAPITAL OUTLAY	97,208.65	97,208.65	100,000.00	97
10-4510-6325 JANITORIAL SUPPLIES	5,041.62	5,041.62	15,000.00	34
10-4510-6550 Dacusville Rec Fees Paid	6,424.31	6,424.31	0.00	*100
10-4510-8055 Capital Improvement Program	0.00	0.00	46,398.25	0
10-4510-9050 Rec Contingency	0.00	0.00	10,595.03	0
10-4520-5025 SCMIT (WORKERS COMP)	3,588.32	3,588.32	0.00	*100
10-4520-6002 TECHNOLOGY	0.00	0.00	600.00	0
10-4520-6015 BUILDING REPAIRS & MAINTENANCE	423.60	423.60	5,000.00	8
10-4520-6025 DUES/SCHOOLS/MEETINGS	0.00	0.00	1,000.00	0
10-4520-6050 GROUNDS ELECTRICITY	2,939.20	2,939.20	0.00	*100
10-4520-6135 FUEL	209.70	209.70	0.00	*100
10-4520-6235 CHEMICALS AND FERTILIZER	33.15	33.15	4,000.00	1
10-4520-6300 LANDSCAPING	0.00	0.00	5,000.00	0
10-4520-6310 IRRIGATION SUPPLIES	0.00	0.00	1,500.00	0
10-4520-6320 TRUCK AND EQUIP MAINT	809.61	809.61	0.00	*100
10-4520-6321 GROUNDS MAINTENANCE	2,125.88	2,125.88	10,000.00	21
10-4520-6325 JANITORIAL SUPPLIES	1,796.91	1,796.91	5,000.00	36
10-4520-6326 TRAIL MAINTENANCE	1,299.32	1,299.32	5,000.00	26
10-4520-8050 Capital Improvement Plan	0.00	0.00	46,368.24	0
10-4520-9050 Grounds Contingency	0.00	0.00	16,235.01	0
10-4650-5000 MUNICIPAL COURT SALARIES	23,250.24	23,250.24	49,753.60	47
10-4650-5006 PART TIME JUDGE SALARY	1,720.00	1,720.00	10,000.00	17
10-4650-5010 Court Overtime	895.24	895.24	2,000.00	45
10-4650-5015 SOCIAL SECURITY	1,841.30	1,841.30	4,981.40	37
10-4650-5020 RETIREMENT-EMPLOYER	4,746.43	4,746.43	11,794.44	40
10-4650-5025 SCMIT (WORKERS COMP)	2,350.00	2,350.00	1,175.26	200
10-4650-5035 HEALTH & LIFE INSURANCE	8,287.42	8,287.42	15,100.93	55
10-4650-5070 APPRECIATION/BONUS	165.00	165.00	165.00	100
10-4650-6002 SOFTWARE/COMP/EMAIL PER USER	211.29	211.29	500.00	42
10-4650-6050 TRAINING/TRAVEL	448.42	448.42	4,000.00	11
10-4650-6095 MISC EXPENSE	1,017.35	1,017.35	1,000.00	102
10-4650-6185 TRAINING/COURT EXPENSES	2,016.95	2,016.95	6,000.00	34
10-4650-6335 JURORS EXPENSE	0.00	0.00	5,000.00	0
10-4650-6340 PUBLIC DEFENDER	0.00	0.00	6,500.00	0
10-8000-6024 Hurricane Helene Expenses	7,607.10	7,607.10	0.00	*100
Expenditure Subtotal	\$2,737,395.67	\$2,737,395.67	\$6,379,423.97	61
Before Transfers	Deficiency Of Revenue Subtotal	-\$769,393.19	-\$43,874.97	1,764

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Account		Current Period (\$)	YTD (\$)	Budget (\$)	% Used	
	After Transfers	Deficiency Of Revenue Subtotal	-\$769,393.19	-\$769,393.19	-\$43,874.97	1,764
11 Victims Advocate Fund 11						
Revenue						
11-4210-4100 VICTIM ASSISTANCE FUND 11 REV		3,364.24	3,364.24	15,000.00	22	
		Revenue Subtotal	\$3,364.24	\$3,364.24	\$15,000.00	22
Expenditure						
11-4530-5006 PART TIME SALARIES		7,960.20	7,960.20	9,269.32	86	
11-4530-5015 SOCIAL SECURITY		608.95	608.95	709.11	86	
11-4530-5020 RETIREMENT-EMPLOYER		1,477.40	1,477.40	1,720.39	86	
11-4530-6005 VICTIM SRV OPERATING EXPENSE		155.15	155.15	3,301.18	5	
		Expenditure Subtotal	\$10,201.70	\$10,201.70	\$15,000.00	68
	Before Transfers	Deficiency Of Revenue Subtotal	-\$6,837.46	-\$6,837.46	\$0.00	*100
	After Transfers	Deficiency Of Revenue Subtotal	-\$6,837.46	-\$6,837.46	\$0.00	*100
12 Police Special Funds						
Expenditure						
12-4210-6005 MISC EXPENSE--POLICE DRUG FU		3,604.44	3,604.44	5,000.00	72	
12-4210-6015 MISC EXPENSE--DRUG INFORMAN		0.00	0.00	5,000.00	0	
		Expenditure Subtotal	\$3,604.44	\$3,604.44	\$10,000.00	36
	Before Transfers	Deficiency Of Revenue Subtotal	-\$3,604.44	-\$3,604.44	-\$10,000.00	36
	After Transfers	Deficiency Of Revenue Subtotal	-\$3,604.44	-\$3,604.44	-\$10,000.00	36
16 Hospitality Tax						
Revenue						
15-4155-4000 HOSPITALITY TAX REVENUE		304,533.46	304,533.46	1,200,000.00	25	
		Revenue Subtotal	\$304,533.46	\$304,533.46	\$1,200,000.00	26
Expenditure						
15-4150-5000 SALARIES		19,312.29	19,312.29	42,233.89	46	
15-4150-5010 OVERTIME		1,006.57	1,006.57	819.00	123	
15-4150-5015 SOCIAL SECURITY		1,521.47	1,521.47	3,293.54	46	
15-4150-5020 RETIREMENT-EMPLOYER		3,757.77	3,757.77	10,690.59	35	
15-4150-5035 HEALTH & LIFE INSURANCE		0.00	0.00	5,171.02	0	
15-4150-6002 MAIN ST WIFI		230.00	230.00	0.00	*100	
15-4150-6004 HARRIS SOFTWARE SUPPORT		0.00	0.00	1,000.00	0	
15-4150-6051 MAIN ST WIFI CONNECTION		0.00	0.00	1,500.00	0	
15-4150-6052 MAINTENANCE EXPENSE		2,231.98	2,231.98	10,000.00	22	
15-4150-6305 DOWNTOWN LANDSCAPING		0.00	0.00	5,000.00	0	
15-4150-6324 PORTABLE TOILETS		2,307.44	2,307.44	7,500.00	31	
15-4150-6325 JANITORIAL SUPPLIES		0.00	0.00	2,000.00	0	
15-4150-6960 MARKETING		13,584.00	13,584.00	28,000.00	49	

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15-4150-6970 COMMUNITY FESTIVALS	-4,005.69	-4,005.69	20,000.00	-20	
15-4150-6971 JULY 4TH FESTIVAL	10,000.00	10,000.00	15,000.00	67	
15-4150-6972 CHRISTMAS DECORATIONS	18,011.38	18,011.38	10,000.00	180	
15-4150-6980 CHAMBER EVENTS	19,935.00	19,935.00	21,000.00	95	
15-4150-6987 TRANSFER TO GF FOR OH EXPEN.	115,000.00	115,000.00	115,000.00	100	
15-4150-6988 Transfer Bond Savings	0.00	0.00	225,118.16	0	
15-4150-8050 Reserve Contribution	0.00	0.00	70,082.82	0	
15-5000-8501 HOSP BOND 2012 INTEREST	319,434.40	319,434.40	315,887.00	101	
15-5000-8502 HOSP BOND 2015 PRINCIPAL	191,561.36	191,561.36	280,094.00	68	
15-5000-8506 CONSERFUND LOAN - PRINCIPAL	8,208.43	8,208.43	0.00	*100	
15-5000-8507 CONSERFUND LOAN - INTEREST	634.38	634.38	0.00	*100	
Expenditure Subtotal	\$722,730.78	\$722,730.78	\$1,189,389.82	61	
Before Transfers	Deficiency Of Revenue Subtotal	-\$418,197.32	-\$418,197.32	\$10,610.18	-3,941
After Transfers	Deficiency Of Revenue Subtotal	-\$418,197.32	-\$418,197.32	\$10,610.18	-3,941
16 Spec Revenue Fund/Grants					
Expenditure					
16-8000-6203 SC STATE APPROPR FY21-22 EXPI	179,716.07	179,716.07	0.00	*100	
Expenditure Subtotal	\$179,716.07	\$179,716.07	\$0.00	*100	
Before Transfers	Deficiency Of Revenue Subtotal	-\$179,716.07	-\$179,716.07	\$0.00	*100
After Transfers	Deficiency Of Revenue Subtotal	-\$179,716.07	-\$179,716.07	\$0.00	*100
17 Scip Grant Funds					
Revenue					
17-8000-4000 REVENUE	1,466,217.98	1,466,217.98	0.00	*100	
Revenue Subtotal	\$1,466,217.98	\$1,466,217.98	\$0.00	*100	
Expenditure					
17-8000-6000 GRANT EXPENSE	862,277.85	862,277.85	0.00	*100	
Expenditure Subtotal	\$862,277.85	\$862,277.85	\$0.00	*100	
Before Transfers	Excess Of Revenue Subtotal	\$603,940.13	\$603,940.13	\$0.00	*100
After Transfers	Excess Of Revenue Subtotal	\$603,940.13	\$603,940.13	\$0.00	*100
80 Utility Fund					
Revenue					
60-0200-1222 ACCTS RECEIVABLE-CAP IMPR FE	90.00	90.00	0.00	*100	
60-4300-4500 CONNECTION FEES	6,370.00	6,370.00	18,000.00	35	
60-4300-4510 SEWER REVENUE	323,859.34	323,859.34	759,625.00	43	
60-4300-4515 SEWER TAPS	1,500.00	1,500.00	4,000.00	38	
60-4300-4520 WATER REVENUE	1,297,545.92	1,297,545.92	2,942,402.00	44	
60-4300-4525 WATER TAPS	25,600.00	25,600.00	55,000.00	47	
60-4300-4530 CAPITAL IMPROVMENTS FEE	131,913.30	131,913.30	300,000.00	44	

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60-4300-4550 2021 BOND DRAW-PO	0.00	0.00	915,386.00	0
60-4300-4575 Returned Check Fee	1,380.00	1,380.00	0.00	*100
60-4300-4580 PENALTY CHARGES	26,494.12	26,494.12	0.00	*100
60-4300-4585 OVERPAYMENTS/CASH OVERAGE	-28.88	-28.88	0.00	*100
60-4300-4590 MISC. REVENUE/ALL OTHER	0.00	0.00	55,000.00	0
60-4300-4592 SET OFF DEBT FEES	575.60	575.60	0.00	*100
60-4300-4650 RENT AT WATER PLANT RESIDENC	700.00	700.00	0.00	*100
60-4333-4540 STORMWATER REVENUE FEES	10,860.48	10,860.48	100,000.00	11
Revenue Subtotal	\$1,826,859.88	\$1,826,859.88	\$6,149,413.00	35
Expenditure				
60-4300-8000 CAPITAL IMPROVEMENTS	0.00	0.00	50,000.00	0
60-4333-8605 STORMWATER OPERATING EXPEN	11,444.14	11,444.14	0.00	*100
	\$11,444.14	\$11,444.14	\$50,000.00	23
Expenditure				
60-4300-5000 O&M SALARIES	113,590.94	113,590.94	278,039.19	41
60-4300-5005 CITY COUNCIL SALARY (1/2)	7,730.85	7,730.85	24,000.00	32
60-4300-5010 OVERTIME	429.60	429.60	2,813.00	15
60-4300-5015 SOCIAL SECURITY EMPLOYER	9,169.43	9,169.43	21,342.46	43
60-4300-5020 SC RETIREMENT EMPLOYER	22,204.82	22,204.82	51,779.85	43
60-4300-5025 SCMIT (WORKERS COMP)	4,910.00	4,910.00	6,528.00	75
60-4300-5026 SCMIRF (LIABILITY & PROPERTY)	32,033.30	32,033.30	37,857.84	85
60-4300-5035 HEALTH & LIFE INSURANCE	13,805.82	13,805.82	42,074.32	33
60-4300-5070 CHRISTMAS EXPENSE	1,300.00	1,300.00	1,300.00	100
60-4300-6001 PICKENS RURAL WATER AUTHORI	2,500.00	2,500.00	0.00	*100
60-4300-6002 SFTWARE/COMP/EMAIL PER USER	22,274.69	22,274.69	30,000.00	74
60-4300-6004 HARRIS SOFTWARE SUPPORT	0.00	0.00	20,000.00	0
60-4300-6005 OFFICE SUPPLIES & MAIN'T	2,652.20	2,652.20	4,000.00	66
60-4300-6011 UB PRINTING & MAILING	19,887.84	19,887.84	40,000.00	50
60-4300-6012 POSTAGE MACHINE & MISC POSTI	1,421.29	1,421.29	2,500.00	57
60-4300-6015 FLEET MAINTENANCE	1,660.78	1,660.78	15,000.00	11
60-4300-6016 BUILDING REPAIRS & MAINTENAN	1,351.86	1,351.86	0.00	*100
60-4300-6017 EQUIPMENT RENTALS	0.00	0.00	10,000.00	0
60-4300-6050 POWER	11,426.07	11,426.07	0.00	*100
60-4300-6076 ACCOUNTING & AUDITING	1,145.50	1,145.50	0.00	*100
60-4300-6135 FLEET FUEL	589.50	589.50	0.00	*100
60-4300-6155 O & M UNIFORMS	0.00	0.00	5,000.00	0
60-4300-6180 PRE-EMPLOYMENT TESTING	150.00	150.00	500.00	30
60-4300-6220 SAFETY EXPENSES	1,858.56	1,858.56	10,000.00	19
60-4300-6390 SHOP - ELECTRICITY & GAS	228.35	228.35	0.00	*100

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60-4300-6415 WATER/SEWER CHEMICALS	1,893.46	1,893.46	5,000.00	38
60-4300-6419 GRASS AND SEEDING	0.00	0.00	1,000.00	0
60-4300-6420 ASPHALT PATCHING	4,100.04	4,100.04	5,000.00	82
60-4300-6430 O&M EQUIPMENT & SUPPLIES	164.70	164.70	0.00	*100
60-4300-6432 PIPES AND PARTS	6,915.83	6,915.83	94,359.96	7
60-4300-6433 MISC EXPENSE	1,033.32	1,033.32	5,000.00	21
60-4300-6434 WATER LINE CONTINGENCY	0.00	0.00	5,100.00	0
60-4300-6470 ENGINEERING EXPENSE	78,277.90	78,277.90	40,000.00	196
60-4300-6475 SEWER LINE CONTINGENCY	0.00	0.00	30,000.00	0
60-4300-6500 UTILITY LOCATE SERVICES	0.00	0.00	5,000.00	0
60-4300-6520 WATER TANKS	0.00	0.00	96,000.00	0
60-4300-8050 UF Contingency	0.00	0.00	58,170.00	0
60-4300-9050 Capital Improvement Plan	0.00	0.00	140,753.41	0
60-4320-5000 WASTE WATER SALARIES	12,824.78	12,824.78	116,930.00	11
60-4320-5010 WASTEWATER OVERTIME	11.63	11.63	0.00	*100
60-4320-5015 SOCIAL SECURITY	987.79	987.79	8,945.15	11
60-4320-5020 SC STATE RETIREMENT-EMPLOYE	2,198.46	2,198.46	22,342.52	10
60-4320-5026 SCMIRF (LIABILITY & PROPERTY)	32,033.31	32,033.31	37,857.84	85
60-4320-5035 HEALTH & LIFE INSURANCE	-64.81	-64.81	16,145.16	0
60-4320-6010 CWS O&M FEES	585,572.76	585,572.76	637,162.92	92
60-4320-6015 TRUCK REPAIRS	86.62	86.62	0.00	*100
60-4320-6050 POWER - WASTE WATER	21,355.41	21,355.41	80,000.00	27
60-4320-6235 CHEMICALS/WASTE WATER	3,839.27	3,839.27	54,000.00	7
60-4320-6440 SLUDGE DISPOSAL	0.00	0.00	40,000.00	0
60-4320-6445 SIX MILE WATER EXPENSE	313.42	313.42	0.00	*100
60-4320-6450 WASTE WATER MAINTENANCE	39,298.15	39,298.15	40,000.00	98
60-4330-5000 WATER PLANT SALARIES	19,780.81	19,780.81	317,621.20	6
60-4330-5010 WATER PLANT OVERTIME	1,813.48	1,813.48	6,000.00	30
60-4330-5015 SOCIAL SECURITY/EMPLOYER	1,538.66	1,538.66	25,595.47	6
60-4330-5020 SC STATE RETIREMENT-EMPLOYE	3,558.08	3,558.08	27,913.84	13
60-4330-5026 SCMIRF (LIABILITY & PROPERTY)	32,033.31	32,033.31	37,857.84	85
60-4330-5035 HEALTH & LIFE INSURANCE	-704.96	-704.96	44,868.07	-2
60-4330-6002 SFTWARE/COMP/EMAIL PER USER	-1,816.62	-1,816.62	10,000.00	-18
60-4330-6015 REPAIRS & MAINT/TRK & EQUIP	358.35	358.35	0.00	*100
60-4330-6050 POWER WATER PLANT	10,522.99	10,522.99	40,000.00	26
60-4330-6220 SAFETY	-1,512.00	-1,512.00	0.00	*100
60-4330-6235 CHEMICALS/WATER PLANT	4,004.33	4,004.33	54,000.00	7
60-4330-6385 STATE - PERMIT FEES	18,220.00	18,220.00	25,000.00	73
60-4330-6395 GREENVILLE WATER EXPENSE	100,088.08	100,088.08	276,666.64	36

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60-4330-6475 WATER PLANT MAINTENANCE	29,642.98	29,642.98	15,000.00	198	
60-4330-6505 WTR. METERS & BOXES	15,495.19	15,495.19	667,000.00	2	
60-4330-6510 PIPES	3,566.60	3,566.60	0.00	*100	
60-4800-8576 2021A W&S BOND PAYMENTS	168,201.25	168,201.25	405,012.70	42	
60-4800-8577 2021B W&S BOND PAYMENTS	141,758.26	141,758.26	404,136.80	35	
60-8000-6000 CDBG LOCAL EXPENSE 4-CI-15-02	55,160.20	55,160.20	0.00	*100	
Expenditure Subtotal	\$1,664,872.43	\$1,664,872.43	\$4,498,174.18	37	
Before Transfers	Excess Of Revenue Subtotal	\$150,643.31	\$150,643.31	\$601,238.82	26
Other Financing Use					
60-4300-9040 UTILITY TRANSFER 5%	581,239.78	581,239.78	581,239.78	100	
Other Financing Use Subtotal	\$681,239.78	\$681,239.78	\$681,239.78	100	
After Transfers	Deficiency Of Revenue Subtotal	-\$430,696.47	-\$430,696.47	\$19,999.04	-2,154
61 Stormwater Utility					
Expenditure					
61-6010-6605 STORMWATER OPERATING EXPEN	2,595.37	2,595.37	0.00	*100	
61-6010-6625 FACILITY EROSION CONTROL	3,507.31	3,507.31	0.00	*100	
Expenditure Subtotal	\$6,102.68	\$6,102.68	\$0.00	*100	
Before Transfers	Deficiency Of Revenue Subtotal	-\$6,102.68	-\$6,102.68	\$0.00	*100
After Transfers	Deficiency Of Revenue Subtotal	-\$6,102.68	-\$6,102.68	\$0.00	*100

ACCOUNTS PAYABLE CHECK REGISTER

City Of Pickens
FY 2024-2025

Check Register for 11/1/2024 to 12/31/2024 & Check Numbers 0 to 2147483647
Cash Account 10-0100-1002

Check Number	Check Date	Vendor Number / Name	Payment Type	EPay	Amount (\$)
Check Run: 1426					
52738	11/01/2024	6172 Dean Kidwell	Check	No	335.83
Check Run 1426 Check Total					\$335.83
Check Run 1426 Update Only					\$0.00
Check Run 1426 Total					\$335.83
Check Run: 1427					
52737	11/05/2024	4486 123 LOCK & KEY, LLC	Check	No	151.40
52738	11/05/2024	4943 ADVANCE AUTO PARTS	Check	No	73.06
52739	11/05/2024	5848 Allen Day	Check	No	330.00
52740	11/05/2024	5308 AMERICAN TANK MAINTENANCE LLC	Check	No	8,292.63
52741	11/05/2024	3469 ANGIE DURHAM	Check	No	420.00
52742	11/05/2024	1004 BIVENS HARDWARE	Check	No	40.32
52743	11/05/2024	5444 BLUE LION DIGITAL	Check	No	2,200.00
52744	11/05/2024	2233 BOUND TREE MEDICAL	Check	No	255.59
52745	11/05/2024	5898 CENTRALSQUARE COMPANY	Check	No	18,983.53
52746	11/05/2024	5843 CINTAS CORP	Check	No	1,080.58
52747	11/05/2024	6144 Dana Epps	Check	No	840.00
52748	11/05/2024	6093 Debra L. Gravley	Check	No	1,500.00
52749	11/05/2024	6145 Emily Caroline Lyda	Check	No	60.00
52750	11/05/2024	5798 Emma Dowdal	Check	No	210.00
52751	11/05/2024	4307 ENCO UTILITY SERVICES FLORIDA LLC	Check	No	61.72
52752	11/05/2024	5877 GLOBE LIFE	Check	No	1,270.67
52753	11/05/2024	4662 HOPE DODGENS	Check	No	110.00
52754	11/05/2024	6127 Hunter Jonathon Dowdal	Check	No	60.00
52755	11/05/2024	1497 KATHRYN W. GOWAN	Check	No	250.00
52756	11/05/2024	6173 Kaylee Gillespie	Check	No	90.00
52757	11/05/2024	6036 Kimberly Lynn Todd	Check	No	100.00
52758	11/05/2024	2183 KING ASPHALT, INC.	Check	No	416.42
52759	11/05/2024	5341 LILYAN MARSHALL JOH	Check	No	820.00
52760	11/05/2024	1118 LINDSAY OIL COMPANY, INC.	Check	No	3,948.89
52761	11/05/2024	1019 MOBILE COMMUNICATIONS AMERICA, INC	Check	No	90.95
52762	11/05/2024	3938 MOLLY HARNED	Check	No	240.00
52763	11/05/2024	1047 NICHOLSON BUSINESS SYSTEMS	Check	No	132.00
52764	11/05/2024	5770 NuLife Municipal Truck Center	Check	No	2,498.48
52765	11/05/2024	6174 Ocean Palms Jewelry	Check	No	25.00

ACCOUNTS PAYABLE CHECK REGISTER

City Of Pickens
FY 2024-2025

Check Register for 11/1/2024 to 12/31/2024 & Check Numbers 0 to 2147483647
Cash Account 10-0100-1002

Check Number	Check Date	Vendor Number / Name	Payment Type	EPay	Amount (\$)
52766	11/05/2024	1398 PICKENS COUNTY COURIER, LLC	Check	No	110.00
52767	11/05/2024	1470 PICKENS COUNTY SOLID WASTE	Check	No	4,847.11
52768	11/05/2024	3834 PIT STOP AUTO SHOP, LLC	Check	No	67.00
52769	11/05/2024	1281 PORTER BROTHERS AUTOMOTIVE	Check	No	847.15
52770	11/05/2024	4006 PRIORITY ONE SECURITY	Check	No	41.99
52771	11/05/2024	2792 PROTECT YOUTH SPORTS	Check	No	29.70
52772	11/05/2024	5125 READ'S UNIFORMS	Check	No	954.44
52773	11/05/2024	3919 ROCK'S GRAPHICS	Check	No	10,400.40
52774	11/05/2024	3326 SAMANTHA DAWN BAILEY	Check	No	68.14
52775	11/05/2024	1017 SC STATE TREASURER	Check	No	5,023.66
52776	11/05/2024	5095 SHRED A WAY	Check	No	48.00
52777	11/05/2024	1054 SIX MILE WATER DISTRICT	Check	No	55.33
52778	11/05/2024	1009 SUPERIOR PARTS CO., INC	Check	No	853.76
52779	11/05/2024	1042 TRI-COUNTY ACE	Check	No	138.38
52780	11/05/2024	1154 WOLFE & ASSOCIATES dba WOLFE, Inc	Check	No	321.00
Check Run 1427 Check Total					\$68,157.30
Check Run 1427 Update Only					\$0.00
Check Run 1427 Total					\$68,157.30

Check Run: 1429					
52782	11/13/2024	1004 BIVENS HARDWARE	Check	No	66.93
52783	11/13/2024	2233 BOUND TREE MEDICAL	Check	No	1.14
52784	11/13/2024	1035 BUDDY'S CHAIN SAW SERVICE, INC.	Check	No	599.29
52785	11/13/2024	5511 Computer Consultants and Merchants, Inc.	Check	No	345.00
52786	11/13/2024	5591 COPPERHEAD ELECTRIC	Check	No	908.00
52787	11/13/2024	6175 Crenshaw Asphalt Paving Inc.	Check	No	3,700.00
52788	11/13/2024	4307 ENCO UTILITY SERVICES FLORIDA LLC	Check	No	1,572.24
52789	11/13/2024	1149 GREENVILLE WATER SYSTEM	Check	No	44,274.51
52790	11/13/2024	3175 INDUSTRIAL SOLUTIONS AND SUPPLY, INC	Check	No	396.72
52791	11/13/2024	4510 KENNA DILLARD	Check	No	2,939.35
52792	11/13/2024	1401 MOTOROLA SOLUTIONS INC	Check	No	23.08
52793	11/13/2024	4939 PACE & REEVES INC	Check	No	7,975.44
52794	11/13/2024	1398 PICKENS COUNTY COURIER, LLC	Check	No	208.00
52795	11/13/2024	3834 PIT STOP AUTO SHOP, LLC	Check	No	7.00
52796	11/13/2024	5125 READ'S UNIFORMS	Check	No	140.17
52797	11/13/2024	5095 SHRED A WAY	Check	No	48.00

ACCOUNTS PAYABLE CHECK REGISTER

City Of Pickens
FY 2024-2025

Check Register for 11/1/2024 to 12/31/2024 & Check Numbers 0 to 2147483647
Cash Account 10-0100-1002

Check Number	Check Date	Vendor Number / Name	Payment Type	EPay	Amount (\$)
52798	11/13/2024	5161 SUNBELT RENTALS	Check	No	2,854.71
52799	11/13/2024	1009 SUPERIOR PARTS CO., INC	Check	No	369.53
52800	11/13/2024	1042 TRI-COUNTY ACE	Check	No	84.91
52801	11/13/2024	5026 VC3 INC	Check	No	650.00
52802	11/13/2024	3656 WASTE CONNECTIONS OF SC, INC	Check	No	87.83
52803	11/13/2024	2222 XEROX CORP	Check	No	20.63
Check Run 1429 Check Total					\$67,272.48
Check Run 1429 Update Only					\$0.00
Check Run 1429 Total					\$67,272.48

Check Run: 1430

52804	11/19/2024	1004 BIVENS HARDWARE	Check	No	182.00
52805	11/19/2024	1005 BLUE RIDGE ELECTRIC COOP., INC.	Check	No	4,927.83
52806	11/19/2024	5843 CINTAS CORP	Check	No	451.14
52807	11/19/2024	5468 CIVICPLUS LLC	Check	No	280.88
52808	11/19/2024	5370 CLEARWATER SOLUTIONS,LLC	Check	No	158,509.49
52809	11/19/2024	2545 CMG SIGNS	Check	No	2,100.00
52810	11/19/2024	5511 Computer Consultants and Merchants, Inc.	Check	No	5,794.90
52811	11/19/2024	5212 DEPT OF JUVENILE JUSTICE	Check	No	25.00
52812	11/19/2024	5005 Duggan & Hughes LLC	Check	No	2,090.00
52813	11/19/2024	1085 DUKE POWER	Check	No	3,563.14
52814	11/19/2024	4307 ENCO UTILITY SERVICES FLORIDA LLC	Check	No	3.04
52815	11/19/2024	1012 FORT HILL NATURAL GAS	Check	No	230.42
52816	11/19/2024	1889 GREENVILLE OFFICE SUPPLY GOS	Check	No	3,072.68
52817	11/19/2024	6176 Hudson Lambert Parrott LLC	Check	No	5,217.00
52818	11/19/2024	4510 KENNA DILLARD	Check	No	1,011.69
52819	11/19/2024	6036 Kimberly Lynn Todd	Check	No	300.00
52820	11/19/2024	6149 Mandy K Hess	Check	No	525.47
52821	11/19/2024	1144 NAFECO INC	Check	No	25,466.00
52822	11/19/2024	1015 PICKENS COUNTY ACCOUNTS RECEIVABLE	Check	No	214.95
52823	11/19/2024	1398 PICKENS COUNTY COURIER, LLC	Check	No	110.00
52824	11/19/2024	3834 PIT STOP AUTO SHOP, LLC	Check	No	1,743.39
52825	11/19/2024	3919 ROCK'S GRAPHICS	Check	No	786.45
52826	11/19/2024	6147 Santa's Sleigh Rides	Check	No	1,075.00
52827	11/19/2024	1016 SC MUNICIPAL INSURANCE TRUST- SCMIT	Check	No	502.93
52828	11/19/2024	1389 SC MUNI INS RISK & FIN FUND-SCMIRF	Check	No	2,627.00

ACCOUNTS PAYABLE CHECK REGISTER

City Of Pickens
FY 2024-2025

Check Register for 11/1/2024 to 12/31/2024 & Check Numbers 0 to 2147483647
Cash Account 10-0100-1002

Check Number	Check Date	Vendor Number / Name	Payment Type	EPay	Amount (\$)
52829	11/19/2024	1009 SUPERIOR PARTS CO., INC.	Check	No	98.38
52830	11/19/2024	1042 TRI-COUNTY ACE	Check	No	189.95
52831	11/19/2024	5026 VC3 INC	Check	No	1,300.00
52832	11/19/2024	4002 VYVE	Check	No	1,091.92
52833	11/19/2024	2222 XEROX CORP	Check	No	518.59
Check Run 1430 Check Total					\$224,009.24
Check Run 1430 Update Only					\$0.00
Check Run 1430 Total					\$224,009.24
Check Run: 1431					
52834	11/20/2024	5973 AIMEE HALL	Check	No	100.00
52835	11/20/2024	6183 Alyssa Bagwel	Check	No	100.00
52836	11/20/2024	5514 Ashley Mullen	Check	No	55.00
52837	11/20/2024	6180 Brandy Hicks	Check	No	100.00
52838	11/20/2024	5921 CAMBEL BURNETTE GUFFEE	Check	No	55.00
52839	11/20/2024	6189 Cindy Moore	Check	No	100.00
52840	11/20/2024	6187 Dacusville Rec Association	Check	No	6,424.31
52841	11/20/2024	6179 Jennifer Fontenot	Check	No	100.00
52842	11/20/2024	6182 Kaylin Hall	Check	No	100.00
52843	11/20/2024	6184 Lisa Mote	Check	No	100.00
52844	11/20/2024	5609 Maggie Brunson	Check	No	100.00
52845	11/20/2024	6188 Nicole Ukadike	Check	No	100.00
52846	11/20/2024	6181 Russell King	Check	No	100.00
52847	11/20/2024	3591 RYAN E. SMITH	Check	No	55.00
52848	11/20/2024	5518 Samuel Rhinehart	Check	No	55.00
52849	11/20/2024	6186 SCAP - Eastern District	Check	No	100.00
Check Run 1431 Check Total					\$7,744.31
Check Run 1431 Update Only					\$0.00
Check Run 1431 Total					\$7,744.31
Check Run: 1432					
52850	11/21/2024	4662 HOPE DODGENS	Check	No	155.00
52851	11/21/2024	1497 KATHRYN W. GOWAN	Check	No	40.00
52852	11/21/2024	5341 LILYAN MARSHALL JOH	Check	No	395.00
Check Run 1432 Check Total					\$590.00
Check Run 1432 Update Only					\$0.00
Check Run 1432 Total					\$590.00

ACCOUNTS PAYABLE CHECK REGISTER

City Of Pickens
FY 2024-2025

Check Register for 11/1/2024 to 12/31/2024 & Check Numbers 0 to 2147483647
Cash Account 10-0100-1002

Check Number	Check Date	Vendor Number / Name	Payment Type	EPay	Amount (\$)
Check Run: 1433					
52853	11/22/2024	6190 Bonnie Reece	Check	No	399.00
Check Run 1433 Check Total					\$399.00
Check Run 1433 Update Only					\$0.00
Check Run 1433 Total					\$399.00
Check Run: 1434					
52854	11/26/2024	4943 ADVANCE AUTO PARTS	Check	No	78.04
52855	11/26/2024	1004 BIVENS HARDWARE	Check	No	151.68
52856	11/26/2024	5444 BLUE LION DIGITAL	Check	No	64.00
52857	11/26/2024	5843 CINTAS CORP	Check	No	37.45
52858	11/26/2024	5511 Computer Consultants and Merchants, Inc.	Check	No	230.00
52859	11/26/2024	5999 Conall Hudson	Check	No	312.00
52860	11/26/2024	1085 DUKE POWER	Check	No	8,308.06
52861	11/26/2024	4307 ENCO UTILITY SERVICES FLORIDA LLC	Check	No	1,575.02
52862	11/26/2024	6103 Engenius	Check	No	12,890.00
52863	11/26/2024	6134 Evergreen Solutions	Check	No	5,445.00
52864	11/26/2024	3175 INDUSTRIAL SOLUTIONS AND SUPPLY, INC	Check	No	92.02
52865	11/26/2024	6000 Isaac Moore	Check	No	450.00
52866	11/26/2024	6069 Karen D. Nagy	Check	No	450.00
52867	11/26/2024	6036 Kimberly Lynn Todd	Check	No	200.00
52868	11/26/2024	5735 NXTEC USA, LLC	Check	No	559.43
52869	11/26/2024	4939 PACE & REEVES INC	Check	No	356.59
52870	11/26/2024	6163 Parker Poe	Check	No	4,830.00
52871	11/26/2024	1398 PICKENS COUNTY COURIER, LLC	Check	No	736.00
52872	11/26/2024	6191 Pickens County Sheriff's Office	Check	No	480.00
52873	11/26/2024	5125 READ'S UNIFORMS	Check	No	975.19
52874	11/26/2024	3919 ROCK'S GRAPHICS	Check	No	292.11
52875	11/26/2024	5095 SHRED A WAY	Check	No	48.00
52876	11/26/2024	1054 SIX MILE WATER DISTRICT	Check	No	75.42
52877	11/26/2024	1042 TRI-COUNTY ACE	Check	No	1,289.10
52878	11/26/2024	5226 US Bank Operations Center	Check	No	67,430.33
52879	11/26/2024	3091 WALMART FOR RESTITUTION	Check	No	127.10
52880	11/26/2024	6159 William Oggenfuss	Check	No	438.00
Check Run 1434 Check Total					\$107,920.54
Check Run 1434 Update Only					\$0.00

ACCOUNTS PAYABLE CHECK REGISTER

City Of Pickens

FY 2024-2025

Check Register for 11/1/2024 to 12/31/2024 & Check Numbers 0 to 2147483647

Cash Account 10-0100-1002

Check Number	Check Date	Vendor Number / Name	Payment Type	EPay	Amount (\$)
				Check Run 1434 Total	\$107,920.54
Check Run: 1435					
52881	12/03/2024	2990 BATTERIES PLUS LLC	Check	No	47.67
52882	12/03/2024	1004 BIVENS HARDWARE	Check	No	29.23
52883	12/03/2024	3526 BLANCHARD MACHINERY CO.	Check	No	132.38
52884	12/03/2024	5444 BLUE LION DIGITAL	Check	No	2,200.00
52885	12/03/2024	6165 Broke Leg BBQ	Check	No	450.00
52886	12/03/2024	5511 Computer Consultants and Merchants, Inc.	Check	No	4,023.78
52887	12/03/2024	1743 CONSOLIDATED PIPE & SUPPLY CO, INC	Check	No	4,915.93
52888	12/03/2024	1085 DUKE POWER	Check	No	370.62
52889	12/03/2024	4307 ENCO UTILITY SERVICES FLORIDA LLC	Check	No	62.26
52890	12/03/2024	4335 ENVIRO MULCH LANDSCAPE SUPPLY	Check	No	3,535.50
52891	12/03/2024	5877 GLOBE LIFE	Check	No	1,270.67
52892	12/03/2024	4662 HOPE DODGENS	Check	No	185.00
52893	12/03/2024	1497 KATHRYN W. GOWAN	Check	No	40.00
52894	12/03/2024	4510 KENNA DILLARD	Check	No	3,000.00
52895	12/03/2024	6036 Kimberly Lynn Todd	Check	No	100.00
52896	12/03/2024	5341 LILYAN MARSHALL JOH	Check	No	335.00
52897	12/03/2024	1144 NAFECO INC	Check	No	134.27
52898	12/03/2024	1047 NICHOLSON BUSINESS SYSTEMS	Check	No	132.00
52899	12/03/2024	1398 PICKENS COUNTY COURIER, LLC	Check	No	410.00
52900	12/03/2024	6194 Plant & Tree Solutions LLC	Check	No	1,030.00
52901	12/03/2024	4006 PRIORITY ONE SECURITY	Check	No	1,992.97
52902	12/03/2024	2792 PROTECT YOUTH SPORTS	Check	No	29.70
52903	12/03/2024	6192 Southern Painting & Maintenance	Check	No	84,050.00
52904	12/03/2024	1042 TRI-COUNTY ACE	Check	No	75.94
52905	12/03/2024	5026 VC3 INC	Check	No	10,162.79
				Check Run 1435 Check Total	\$118,715.71
				Check Run 1435 Update Only	\$0.00
				Check Run 1435 Total	\$118,715.71
Check Run: 1436					
52906	12/04/2024	2084 EMILY MORIAH CAMPBELL	Check	No	42.25
52907	12/04/2024	2084 SAMUEL A COLE	Check	No	10.75
52908	12/04/2024	2084 JENNIFER NICOLE DIXON	Check	No	100.00
52909	12/04/2024	2084 PARKER ASHTON FIELDS	Check	No	26.00

ACCOUNTS PAYABLE CHECK REGISTER

City Of Pickens
FY 2024-2025

Check Register for 11/1/2024 to 12/31/2024 & Check Numbers 0 to 2147483647
Cash Account 10-0100-1002

Check Number	Check Date	Vendor Number / Name	Payment Type	EPay	Amount (\$)
52910	12/04/2024	6195 Greenville Mitsubishi Truck Farm	Check	No	8 190.18
52911	12/04/2024	2084 JOHN A GRUBBS	Check	No	100.00
52912	12/04/2024	2084 STEWART CALEB HUNTER	Check	No	47.50
52913	12/04/2024	2084 JOSHUA LABOON	Check	No	174.00
52914	12/04/2024	2084 JOYCE NORTON	Check	No	70.00
52915	12/04/2024	2084 LATONYA RAMSEY	Check	No	47.50
52916	12/04/2024	2084 ANDREW GERALD SHIELDS	Check	No	26.00
52917	12/04/2024	2084 TABITHA I. KELLEY	Check	No	14.00
52918	12/04/2024	2084 WJH LLC	Check	No	74.00
52919	12/04/2024	2084 WJH LLC	Check	No	74.00
Check Run 1436 Check Total					\$8,996.18
Check Run 1436 Update Only					\$0.00
Check Run 1436 Total					\$8,996.18

Check Run: 1437					
Check Number	Check Date	Vendor Number / Name	Payment Type	EPay	Amount (\$)
52920	12/09/2024	5335 ANDREW HYDE	Check	No	237.64
52921	12/09/2024	6196 Anthony Able	Check	No	623.80
52922	12/09/2024	5697 Brandon Looper	Check	No	326.75
52923	12/09/2024	4918 BRANDON WIMPEY	Check	No	1,336.72
52924	12/09/2024	3628 BRIAN BARKLEY	Check	No	117.75
52925	12/09/2024	6197 Brian R. Anthony	Check	No	415.87
52926	12/09/2024	6208 Carol H. Spriggs	Check	No	1,206.94
52927	12/09/2024	6210 Christopher C. Styles	Check	No	297.05
52928	12/09/2024	6207 Christopher M. Smith	Check	No	3,029.89
52930	12/09/2024	6198 Corey S. Baker	Check	No	294.38
52931	12/09/2024	6201 Douglas Tyler Hayes	Check	No	1,173.34
52932	12/09/2024	6211 Harold Welborn	Check	No	1,277.31
52933	12/09/2024	6209 Jack Anthony Still	Check	No	1,471.88
52934	12/09/2024	5972 JEREMY BRYANT	Check	No	371.31
52935	12/09/2024	5710 Jonathan Anderson	Check	No	1,324.69
52936	12/09/2024	5319 JONATHAN ROSS NEALY	Check	No	787.45
52937	12/09/2024	6200 Josiah Eshleman	Check	No	147.19
52938	12/09/2024	4125 JUSTIN HOWARD	Check	No	88.31
52939	12/09/2024	3631 KYLE GILSTRAP	Check	No	353.25
52940	12/09/2024	6202 Lisa M. Leet	Check	No	297.05
52941	12/09/2024	6203 Matthew S. Mayfield	Check	No	1,113.93

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City Of Pickens
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Check Register for 11/1/2024 to 12/31/2024 & Check Numbers 0 to 2147483647
Cash Account 10-0100-1002

Check Number	Check Date	Vendor Number / Name	Payment Type	EPay	Amount (\$)
52942	12/09/2024	6205 Paul Scott Reece	Check	No	2,717.99
52943	12/09/2024	6206 Phillip D. Searcy	Check	No	430.72
52944	12/09/2024	6199 Samuel Ellenburg	Check	No	1,307.01
52945	12/09/2024	5695 Stanley Howard	Check	No	691.78
52946	12/09/2024	6204 William G. McKinney	Check	No	471.00
Check Run 1437 Check Total					\$21,911.00
Check Run 1437 Update Only					\$0.00
Check Run 1437 Total					\$21,911.00

Check Run: 1439

52982	12/10/2024	5452 ABSOLUTE SIGN WORKS	Check	No	113.42
52983	12/10/2024	2920 BHSPC-BEHAVORIAL HEALTH SERVICES	Check	No	150.00
52984	12/10/2024	1004 BIVENS HARDWARE	Check	No	12.31
52985	12/10/2024	1005 BLUE RIDGE ELECTRIC COOP., INC.	Check	No	3,491.38
52986	12/10/2024	2233 BOUND TREE MEDICAL	Check	No	97.06
52987	12/10/2024	1035 BUDDY'S CHAIN SAW SERVICE, INC	Check	No	235.60
52988	12/10/2024	5843 CINTAS CORP	Check	No	2,065.25
52989	12/10/2024	1743 CONSOLIDATED PIPE & SUPPLY CO INC	Check	No	25.57
52990	12/10/2024	6212 Cranston	Check	No	4,350.00
52991	12/10/2024	5403 EASLEY LAWN & GARDEN	Check	No	70.83
52992	12/10/2024	1149 GREENVILLE WATER SYSTEM	Check	No	45,865.28
52993	12/10/2024	6214 Home Solutions Of The Carolinas LLC	Check	No	2,150.00
52994	12/10/2024	3175 INDUSTRIAL SOLUTIONS AND SUPPLY, INC	Check	No	342.94
52995	12/10/2024	1055 IRON CONTAINER LLC	Check	No	3,375.00
52996	12/10/2024	5954 J & M CONSTRUCTION, INC.	Check	No	142,350.00
52997	12/10/2024	4510 KENNA DILLARD	Check	No	157.45
52998	12/10/2024	6036 Kimberly Lynn Todd	Check	No	200.00
52999	12/10/2024	1118 LINDSAY OIL COMPANY, INC.	Check	No	3,876.03
53000	12/10/2024	1019 MOBILE COMMUNICATIONS AMERICA, INC.	Check	No	90.95
53001	12/10/2024	1401 MOTOROLA SOLUTIONS INC	Check	No	23.08
53002	12/10/2024	6121 Northstar Waste Services	Check	No	360.00
53003	12/10/2024	5734 NXKEM USA LLC	Check	No	277.34
53004	12/10/2024	3559 PARRISH TIRE COMPANY	Check	No	1,098.62
53005	12/10/2024	1015 PICKENS COUNTY ACCOUNTS RECEIVABLE	Check	No	17,484.28
53006	12/10/2024	1470 PICKENS COUNTY SOLID WASTE	Check	No	4,385.57
53007	12/10/2024	4006 PRIORITY ONE SECURITY	Check	No	41.99

ACCOUNTS PAYABLE CHECK REGISTER

City Of Pickens
FY 2024-2025

Check Register for 11/1/2024 to 12/31/2024 & Check Numbers 0 to 2147483647
Cash Account 10-0100-1002

Check Number	Check Date	Vendor Number / Name	Payment Type	EPay	Amount (\$)
53008	12/10/2024	5125 READ'S UNIFORMS	Check	No	171.74
53009	12/10/2024	1017 SC STATE TREASURER	Check	No	6,529.26
53010	12/10/2024	5095 SHRED A WAY	Check	No	48.00
53011	12/10/2024	1009 SUPERIOR PARTS CO , INC	Check	No	788.37
53012	12/10/2024	1042 TRI-COUNTY ACE	Check	No	201.38
53013	12/10/2024	1109 TROPHIES UNLIMITED	Check	No	72.23
53014	12/10/2024	3656 WASTE CONNECTIONS OF SC, INC	Check	No	516.60
53015	12/10/2024	2222 XEROX CORP	Check	No	597.76
53016	12/10/2024	2399 ZOLL	Check	No	164.86
Check Run 1439 Check Total					\$241,780.15
Check Run 1439 Update Only					\$0.00
Check Run 1439 Total					\$241,780.15
Check Run: 1442					
• 53092	12/16/2024	6159 William Oggenfuss	Check	No	100.00
53093	12/16/2024	5702 William Russell	Check	No	100.00
Check Run 1442 Check Total					\$200.00
Check Run 1442 Update Only					\$0.00
Check Run 1442 Total					\$200.00
Check Run: 1443					
• 53089	12/15/2024	6238 Christopher N Smith	Check	No	5,759.66
Check Run 1443 Check Total					\$5,759.66
Check Run 1443 Update Only					\$0.00
Check Run 1443 Total					\$5,759.66
Check Run: 1444					
53094	12/13/2024	5696 Aaron Looper	Check	No	100.00
53095	12/13/2024	3630 ALEXANDER DALTON	Check	No	50.00
53096	12/13/2024	6224 Alex Ellenburg	Check	No	100.00
53097	12/13/2024	5686 Amanda Copeland	Check	No	100.00
53098	12/13/2024	6216 Andrew Burdine	Check	No	100.00
• 53100	12/13/2024	6219 Ashlee Leightly	Check	No	100.00
53101	12/13/2024	5998 Austin Burton	Check	No	100.00
• 53103	12/13/2024	4742 BRANDON GUTHRIE	Check	No	100.00
53104	12/13/2024	6230 Brandon Looper	Check	No	50.00
53105	12/13/2024	5692 Breanna Velez	Check	No	100.00
53106	12/13/2024	4395 BRIAN KEITH TOWNSEND	Check	No	100.00

ACCOUNTS PAYABLE CHECK REGISTER

City Of Pickens
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Check Register for 11/1/2024 to 12/31/2024 & Check Numbers 0 to 2147483647
Cash Account 10-0100-1002

Check Number	Check Date	Vendor Number / Name	Payment Type	EPay	Amount (\$)
53107	12/13/2024	5317 BRITTANY ROPER	Check	No	50.00
53108	12/13/2024	1116 BRYON P. PATTERSON	Check	No	100.00
53109	12/13/2024	6226 Caitlyn Wyatt	Check	No	100.00
53110	12/13/2024	6237 Carroll Sprnggs III	Check	No	50.00
53111	12/13/2024	6002 Chloe Woodmansee	Check	No	50.00
53112	12/13/2024	3362 CHRISTOPHER GRIFFIN	Check	No	100.00
53113	12/13/2024	5690 Christopher Elrod	Check	No	100.00
53114	12/13/2024	5999 Conall Hudson	Check	No	100.00
53115	12/13/2024	6144 Dana Epps	Check	No	100.00
53116	12/13/2024	6106 Daniel B. Adams III	Check	No	100.00
53117	12/13/2024	5700 Denny Raines	Check	No	100.00
53118	12/13/2024	4406 DONNA OWEN	Check	No	100.00
53119	12/13/2024	6003 Dustin Alexander	Check	No	100.00
53120	12/13/2024	6222 Dylan Oxendine	Check	No	100.00
53121	12/13/2024	4666 FELICIA DOWDAL	Check	No	50.00
53122	12/13/2024	6221 Floyd McJunkin	Check	No	100.00
53123	12/13/2024	5074 FRANCISCO MENDOZA	Check	No	100.00
53124	12/13/2024	5679 Isaac Alexander	Check	No	100.00
53125	12/13/2024	6232 Isaac Moore	Check	No	50.00
53126	12/13/2024	6229 Isaiah Holcombe	Check	No	50.00
53127	12/13/2024	6227 James Abercrombie	Check	No	50.00
53128	12/13/2024	6217 Jasen Caudill	Check	No	100.00
53129	12/13/2024	5689 Jason Dutton	Check	No	50.00
53130	12/13/2024	6223 Jason Reed	Check	No	100.00
53131	12/13/2024	3632 JEFF HOWARD	Check	No	100.00
53132	12/13/2024	5710 Jonathan Anderson	Check	No	50.00
53133	12/13/2024	5699 Jonathan Morns	Check	No	100.00
53134	12/13/2024	6234 Jonathan Nealy	Check	No	50.00
53135	12/13/2024	5691 Joseph Freeman	Check	No	50.00
53136	12/13/2024	4125 JUSTIN HOWARD	Check	No	50.00
53137	12/13/2024	5142 KAYLA MCJUNKIN	Check	No	100.00
53138	12/13/2024	6220 Luke Lusk	Check	No	100.00
53139	12/13/2024	6218 Madison Eades	Check	No	100.00
53140	12/13/2024	6149 Mandy K Hess	Check	No	100.00
53141	12/13/2024	6228 Margaret Caldwell	Check	No	50.00

ACCOUNTS PAYABLE CHECK REGISTER

City Of Pickens
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Check Register for 11/1/2024 to 12/31/2024 & Check Numbers 0 to 2147483647
Cash Account 10-0100-1002

Check Number	Check Date	Vendor Number / Name	Payment Type	EPay	Amount (\$)
53142	12/13/2024	6008 Megan Anders	Check	No	100.00
53143	12/13/2024	1163 MELANIE DAVIS	Check	No	100.00
53144	12/13/2024	5320 MICHAEL WATERS	Check	No	100.00
53145	12/13/2024	1779 PATRICIA WELBORN	Check	No	50.00
53146	12/13/2024	3367 PAUL Q ALEXANDER	Check	No	100.00
53147	12/13/2024	5407 RANDAL BEACH	Check	No	100.00
53148	12/13/2024	6235 Richard O'Quinn III	Check	No	50.00
53149	12/13/2024	5186 ROBERT GOFF	Check	No	100.00
53150	12/13/2024	5070 ROBIN MORGAN	Check	No	100.00
53151	12/13/2024	6233 Roger Morgan	Check	No	50.00
53152	12/13/2024	6215 Samantha Anthony	Check	No	100.00
53153	12/13/2024	3326 SAMANTHA DAWN BAILEY	Check	No	100.00
53155	12/13/2024	5072 SHAWN SIMPSON	Check	No	100.00
53156	12/13/2024	5695 Stanley Howard	Check	No	50.00
53157	12/13/2024	5890 Takoma Spivey	Check	No	100.00
53158	12/13/2024	6009 Thomas Whitman	Check	No	100.00
53159	12/13/2024	6027 Tim O'Briant	Check	No	100.00
53160	12/13/2024	3076 TYE NALLEY	Check	No	100.00
53161	12/13/2024	5891 Tyler Skinner	Check	No	100.00
53162	12/13/2024	6006 Tyler Whitcomb	Check	No	100.00
53163	12/13/2024	5143 WENDELL MANSELL	Check	No	100.00
53164	12/13/2024	6231 William McKinney	Check	No	50.00
Check Run 1444 Check Total					\$5,800.00
Check Run 1444 Update Only					\$0.00
Check Run 1444 Total					\$5,800.00

Check Run: 1445

53165	12/17/2024	4486 123 LOCK & KEY, LLC	Check	No	1,393.50
53166	12/17/2024	4943 ADVANCE AUTO PARTS	Check	No	111.12
53167	12/17/2024	1254 BATSON EQUIPMENT SALES, LLC	Check	No	1,538.68
53168	12/17/2024	1004 BIVENS HARDWARE	Check	No	59.90
53169	12/17/2024	5444 BLUE LION DIGITAL	Check	No	64.00
53170	12/17/2024	1005 BLUE RIDGE ELECTRIC COOP., INC.	Check	No	8,097.86
53171	12/17/2024	6165 Broke Leg BBQ	Check	No	872.00
53172	12/17/2024	5843 CINTAS CORP	Check	No	451.44
53173	12/17/2024	5511 Computer Consultants and Merchants, Inc.	Check	No	2,017.16

ACCOUNTS PAYABLE CHECK REGISTER

City Of Pickens
FY 2024-2025

Check Register for 11/1/2024 to 12/31/2024 & Check Numbers 0 to 2147483647
Cash Account 10-0100-1002

Check Number	Check Date	Vendor Number / Name	Payment Type	EPay	Amount (\$)
53174	12/17/2024	1743 CONSOLIDATED PIPE & SUPPLY CO, INC	Check	No	6,591.68
53175	12/17/2024	6093 Debra L. Gravley	Check	No	1,500.00
53176	12/17/2024	5005 Duggan & Hughes LLC	Check	No	2,070.00
53177	12/17/2024	1085 DUKE POWER	Check	No	314.63
53178	12/17/2024	4307 ENCO UTILITY SERVICES FLORIDA LLC	Check	No	1,571.86
53179	12/17/2024	1012 FORT HILL NATURAL GAS	Check	No	511.53
53180	12/17/2024	5372 HILL MANUFACTURING COMPANY, INC.	Check	No	1,693.10
53181	12/17/2024	4662 HOPE DODGENS	Check	No	315.00
53182	12/17/2024	1497 KATHRYN W. GOWAN	Check	No	135.00
53183	12/17/2024	6036 Kimberly Lynn Todd	Check	No	100.00
53184	12/17/2024	5341 LILYAN MARSHALL JOH	Check	No	75.00
53185	12/17/2024	2718 MANSFIELD OIL COMPANY	Check	No	12,064.39
53186	12/17/2024	6163 Parker Poe	Check	No	945.00
53187	12/17/2024	1015 PICKENS COUNTY ACCOUNTS RECEIVABLE	Check	No	21,950.00
53188	12/17/2024	5506 PROSOURCE, LLC	Check	No	183.51
53189	12/17/2024	5125 READ'S UNIFORMS	Check	No	1,609.56
53190	12/17/2024	1016 SC MUNICIPAL INSURANCE TRUST- SCMIT	Check	No	10,807.00
53191	12/17/2024	1389 SC MUNI INS RISK & FIN FUND-SCMIRF	Check	No	145,732.40
53192	12/17/2024	5095 SHRED A WAY	Check	No	96.00
53193	12/17/2024	5886 SPORTS IMPORTS	Check	No	5,662.05
53194	12/17/2024	1009 SUPERIOR PARTS CO., INC.	Check	No	69.52
53195	12/17/2024	1042 TRI-COUNTY ACE	Check	No	214.19
53196	12/17/2024	5226 US Bank Operations Center	Check	No	67,430.38
53197	12/17/2024	5026 VC3 INC	Check	No	650.00
53198	12/17/2024	4002 VYVE	Check	No	1,091.92
53199	12/17/2024	3163 W L CONSTRUCTION SUPPLY INV	Check	No	421.18
				Check Run 1445 Check Total	\$298,410.56
				Check Run 1445 Update Only	\$0.00
				Check Run 1445 Total	\$298,410.56
Check Run: 1446					
53200	12/19/2024	1005 BLUE RIDGE ELECTRIC COOP., INC	Check	No	6,749.09
				Check Run 1446 Check Total	\$6,749.09
				Check Run 1446 Update Only	\$0.00
				Check Run 1446 Total	\$6,749.09
Check Run: 1447					

ACCOUNTS PAYABLE CHECK REGISTER

City Of Pickens
FY 2024-2025

Check Register for 11/1/2024 to 12/31/2024 & Check Numbers 0 to 2147483647
Cash Account 10-0100-1002

Check Number	Check Date	Vendor Number / Name	Payment Type	EPay	Amount (\$)
53201	12/20/2024	5989 ALLEN HUDSON	Check	No	475.00
53202	12/20/2024	5798 Emma Dowdal	Check	No	100.00
53203	12/20/2024	6127 Hunter Jonathon Dowdal	Check	No	100.00
53204	12/20/2024	6069 Karen D Nagy	Check	No	475.00
53205	12/20/2024	1021 PETTY CASH	Check	No	2,000.00
53206	12/20/2024	6159 William Oggenfuss	Check	No	475.00
Check Run 1447 Check Total					\$3,625.00
Check Run 1447 Update Only					\$0.00
Check Run 1447 Total					\$3,625.00

Check Run: 1448

53207	12/18/2024	5708 Braden Wmpey	Check	No	100.00
Check Run 1448 Check Total					\$100.00
Check Run 1448 Update Only					\$0.00
Check Run 1448 Total					\$100.00

Check Run: 1449

53208	12/24/2024	1254 BATSON EQUIPMENT SALES, LLC	Check	No	774.99
53209	12/24/2024	1004 BIVENS HARDWARE	Check	No	29.06
53210	12/24/2024	1005 BLUE RIDGE ELECTRIC COOP, INC	Check	No	709.59
53211	12/24/2024	2233 BOUND TREE MEDICAL	Check	No	51.08
53212	12/24/2024	2268 CAROLINA INTERNATIONAL TRUCKS, INC.	Check	No	3,602.40
53213	12/24/2024	5843 CINTAS CORP	Check	No	37.45
53214	12/24/2024	5511 Computer Consultants and Merchants, Inc.	Check	No	2,958.55
53215	12/24/2024	4307 ENCO UTILITY SERVICES FLORIDA LLC	Check	No	3,148.52
53216	12/24/2024	5838 FELICIA DOWDAL	Check	No	51.35
53217	12/24/2024	5806 Golden West Industrial Supply	Check	No	1,129.29
53218	12/24/2024	1889 GREENVILLE OFFICE SUPPLY GOS	Check	No	161.15
53219	12/24/2024	6244 Gregory Stewart	Check	No	400.00
53220	12/24/2024	1119 HIOTT PRINTING COMPANY	Check	No	123.05
53221	12/24/2024	6240 Juan De Dios Rojas Acre	Check	No	647.50
53222	12/24/2024	6036 Kimberly Lynn Todd	Check	No	200.00
53223	12/24/2024	2183 KING ASPHALT, INC	Check	No	400.04
53224	12/24/2024	6245 Law Enforcement Training Council	Check	No	5.00
53225	12/24/2024	6163 Parker Poe	Check	No	8,182.25
53226	12/24/2024	3834 PIT STOP AUTO SHOP, LLC	Check	No	647.90
53227	12/24/2024	2817 SAFE AIR SYSTEMS	Check	No	548.91

ACCOUNTS PAYABLE CHECK REGISTER

City Of Pickens
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Cash Account 10-0100-1002

Check Number	Check Date	Vendor Number / Name	Payment Type	EPay	Amount (\$)
53228	12/24/2024	3326 SAMANTHA DAWN BAILEY	Check	No	22.93
53229	12/24/2024	6136 SFR3 LLC	Check	No	68.50
53230	12/24/2024	1009 SUPERIOR PARTS CO., INC	Check	No	46.20
53231	12/24/2024	5138 THE POLICE AND SHERIFFS PRESS	Check	No	32.60
53232	12/24/2024	1042 TRI-COUNTY ACE	Check	No	105.38
53233	12/24/2024	5026 VC3 INC	Check	No	9,811.75
53234	12/24/2024	6242 Vonda Harris	Check	No	647.50
53235	12/24/2024	4002 VYVE	Check	No	649.66
53236	12/24/2024	6243 Western Oilfields Supply Company	Check	No	2,628.64
Check Run 1449 Check Total					\$37,821.24
Check Run 1449 Update Only					\$0.00
Check Run 1449 Total					\$37,821.24
Check Run: 1450					
53237	12/31/2024	5066 ANDREW FOWLER	Check	No	100.00
53238	12/31/2024	1004 BIVENS HARDWARE	Check	No	46.79
53239	12/31/2024	5843 CINTAS CORP	Check	No	463.71
53240	12/31/2024	4307 ENCO UTILITY SERVICES FLORIDA LLC	Check	No	61.80
53241	12/31/2024	3587 IN STITCHES	Check	No	224.70
53242	12/31/2024	6130 Lesslie Welding & Fabricating, Inc.	Check	No	1,000.00
53243	12/31/2024	5850 Michael Ralston	Check	No	123.83
53244	12/31/2024	1047 NICHOLSON BUSINESS SYSTEMS	Check	No	132.00
53245	12/31/2024	4939 PACE & REEVES INC	Check	No	3,457.29
53246	12/31/2024	1015 PICKENS COUNTY ACCOUNTS RECEIVABLE	Check	No	42.99
53247	12/31/2024	6007 Seth Merck	Check	No	100.00
53248	12/31/2024	5072 SHAWN SIMPSON	Check	No	144.99
53249	12/31/2024	5095 SHRED A WAY	Check	No	48.00
53250	12/31/2024	4149 STEVE'S AUTO SERIVCE	Check	No	550.00
53251	12/31/2024	1009 SUPERIOR PARTS CO., INC.	Check	No	357.66
53252	12/31/2024	1042 TRI-COUNTY ACE	Check	No	441.38
Check Run 1450 Check Total					\$7,295.14
Check Run 1450 Update Only					\$0.00
Check Run 1450 Total					\$7,295.14
Check Run: 1451					
53253	12/31/2024	5308 AMERICAN TANK MAINTENANCE LLC	Check	No	8,582.88
53254	12/31/2024	6246 Justin Gravely	Check	No	53.00

ACCOUNTS PAYABLE CHECK REGISTER

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Check Register for 11/1/2024 to 12/31/2024 & Check Numbers 0 to 2147483647
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Check Number	Check Date	Vendor Number / Name	Payment Type	EPay	Amount (\$)
53255	12/31/2024	6036 Kimberly Lynn Todd	Check	No	100.00
53256	12/31/2024	5850 Michael Ralston	Check	No	3.04
53257	12/31/2024	1398 PICKENS COUNTY COURIER, LLC	Check	No	288.00
53258	12/31/2024	4006 PRIORITY ONE SECURITY	Check	No	450.80
53259	12/31/2024	4508 ROSIER GROUP INC.	Check	No	55,160.20
53260	12/31/2024	1054 SIX MILE WATER DISTRICT	Check	No	63.14
Check Run 1451 Check Total					\$64,701.06
Check Run 1451 Update Only					\$0.00
Check Run 1451 Total					\$64,701.06

Description	Count	Amount (\$)
ACH	0	\$0.00
Bank of America	0	\$0.00
Check	411	\$1,298,293.49
Strategic Payment Services	0	\$0.00
Wells Fargo	0	\$0.00
Paymode X	0	\$0.00
Update Only	0	\$0.00
GRAND TOTAL	411	\$1,298,293.49

* Denotes Check Numbers that are out of sequence.

The above listed checks are hereby approved for check signing

Authorized Signatures:

(Date)

(Date)

(Date)

(Date)

**City of Pickens
Oath of Office for newly Elected Officials
Regular Meeting
December 9, 2024
6:00 P.M.**

The Mayor and City Council convened at City Hall 219 Pendleton Street, Pickens S.C. to have the Oath of Office for newly elected Council Members and begin the Regular Meeting. Agendas were posted and sent to media on December 5, 2024.

INVOCATION AND PLEDGE OF ALLEGIANCE:

Mayor Isaiah Scipio gave the invocation followed by the Pledge of Allegiance.

OATH OF OFFICE FOR COUNCIL ELECT JOHN MCMANUS AND COUNCIL ELECT RAY WILSON:

The Honorable Judge Perry H. Gravely administered the Oath of Office for Council Member Elect Mr. John McManus and Council Member Elect Mr. Ray Wilson. Both Council Members were seated, and the regular meeting of Pickens City Council began.

Council Members in attendance:

Mayor, Isaiah Scipio
Mayor Pro-Tem Cameron Rivers
Council Member, Floyd Rogers
Council Member, Allie Winter
Council Member, John McManus
Council Member, Ray Wilson

Staff:

Administrator Tim O'Briant
Police Chief, Randal Beach
Finance Director, Mandy Hess
Public Works Director, Trey Adams
Recreation Director, Jonathan Morris

(The minutes are a synopsis of the meeting, and they are not a verbatim discussion. a full viewing and recording of the meeting is available on the City of Pickens Web-page and Facebook. Also, the full agenda packet with all departmental reports are available in the City Clerk's office).

WELCOME AND CALL TO ORDER:

Mayor Scipio called the meeting to order and offered congratulations to the new members of Council. Mayor Scipio elaborated that Pickens was a great place to live and he believes in the progress of the future for the City of Pickens.

COMMENTS FROM THE MAYOR:

Mayor Scipio thanked the Chamber of Commerce, Staff, and specifically Ms. Debbie Gravely and Ms. Kenna Dillard for the Christmas decorations, the annual Tree Lighting, and the Christmas Parade. Both programs were well attended and there has been much positive feedback.

COMMENTS FROM THE CITIZENS:

Caroline Rogers – Ms. Rogers stated she would keep her comments simple. She thanked the elected officials for all they do for the City of Pickens.

Pam Winters- Ms. Winters referred to members of Council and the Administrator being on a recent Podcast called “New America.” Ms. Winters stated words were used that she felt contradicted the transparency that surrounded the decision to withdraw from the Joint Water Commission. Ms. Winters specifically stated that members of the Water Commission and Representative Davey Hiott requested a meeting. This meeting was cancelled because Council wanted to hold this meeting in closed session instead of opening it up to the public. Ms. Winters stated she did not agree that the decision to withdraw from Joint Water was based on research and facts. Further, she did not believe the discussions were open to the public. Ms. Winters concluded by stating the information surrounding the issue of being transparent about the water continues to be contradictory.

Coretta Arnold-Ms. Arnold asked Council to investigate the Wolf Creek Pump station. She stated that alarms go off at the station, and there are bad odors from that station. Ms. Arnold also addressed a hole/ditch that needs repair on Secona Road. (at the four-way stop) Ms. Arnold stated she hopes the renovations on Secona will be completed as promised.

>>Public Works Director, Trey Adams addressed the issues about Wolf Creek Pump station, stating they have many issues with people flushing face wipes. These products are not supposed to be in the system, and they cause a multitude of problems.

Martha Hannah-Ms. Hannah stated she has heard a lot of information about Regional Water, Greenville Water, and the contract with Greenville Water. Ms. Hannah stated there is information that she does not understand and would like to know more about these contracts. She requested that Council not be in a rush to enter into a 50-year contract.

Jessica Merrill-Ms. Merrill stated she is a Pickens resident and a City taxpayer who is involved and concerned with decisions that are made as it relates to the future of the City of Pickens. Ms. Merrill referred to the recent Podcast “New America” as it related to conversation about citizens being angry about the Greenville Water contract. Ms. Merrill stated she was not angry, but passionate about Council decisions. Ms. Merrill stated it was the Council’s responsibility to be truthful, transparent, and honest with the citizens who elected them. Ms. Merrill concluded by asking many questions about the cost of legal fees and other expenses as it relates to the Greenville Water Contract, and also asked the new members of Council to research this issue independently.

Jonathan Baker- Mr. Baker addressed Council about the importance of making decisions with the public having the correct information. Mr. Baker stated that Council should be more concerned about getting information to the public instead of using his personal email correspondence and sharing it on social media. Mr. Baker appeared to be directing this comment to a specific member of Council.

>>Mayor Scipio requested that Mr. Baker direct his comments to the Council as a whole. Mr. Baker stated that if Council has information about important decisions, they should use all means to communicate that information to the public and be completely transparent. Mr. Baker read a statement to Council and referred to several quotes from Mayor Scipio concerning the Greenville Water tap and the emergency procurement for water treatment repairs. Mr. Baker requested answers concerning the procurement and why these repairs were not completed. Mr. Baker commented on costs associated with the Greenville Water contract as well as terminology within the contract. Mr. Baker stated that Council is elected to listen to the people as a majority, and Council should put all the information out to the people.

ADMINISTRATOR'S REPORT:

Administrator O'Briant referenced his report in the agenda packet and made Council aware of the following items. (detailed report is available to the public online and in the City Clerk's office.)

- Hurricane Helene Debris Update.
- Salary Study update.
Council Member Allie Winter clarified that Council tried to meet in November regarding the study, but could not, due to lack of a quorum.
- Investments in the SC Local Government Pool.
Council Member McManus asked about how soon the City can obtain funds from the Investment Pool. It was clarified that those funds can be obtained within 48 hours.
- Doodle Park – train restoration.
- Pickens Police Department staffing issue.
Mr. O'Briant encouraged Council to review Chief Beach's memo regarding losing staff to Highway Patrol and the Sherriff's office.
- Water meter replacement project.
Public Works Director, Trey Adams reported on meeting with MasterMeter to secure a customer loyalty price. The City will be able to change out half the water meters this budget year for a savings of \$178K. Over the contract period of (3) years, the City should see a saving of \$1M to be used directly for upgrades to the infrastructure.
(Public Works full report is online)

APPROVAL OF MINUTES: Motion was made by Council Member Allie Winter, seconded by Council Member Floyd Rogers to approve the minutes of 10/14, 10/21, and 10/28/2024. All

members voted in favor with the exception of new Council Member McManus who abstained.

- a) Minutes of October 14, 2024, Work Session, and Regular Meeting.
- b) Minutes of October 21, 2024, Special Called Meeting
- c) Minutes of October 28, 2024, Work Session

FIRST READING OF ORDINANCE NO. 2024-11, TO AMEND DIVISION 3 (MEETINGS) OF ARTICLE II (MAYOR AND COUNCIL) OF CHAPTER 2 (ADMINISTRATION) OF THE CITY OF PICKENS CODE OF ORDINANCES:

>>Motion was made by John McManus and seconded by Council Member Cameron Rivers that this constitutes a first reading of Ordinance No. 2024-11.

>>During discussion, Tim O'Briant stated that since the first discussion of this ordinance, the City Attorney did revise and delete the constrictive language.

>>Allie Winter stated she would like to ask the attorney, prior to second reading about language regarding attendance of Council Members.

>>Council Member Floyd Rogers stated he would like to discuss this ordinance further. Mr. Rogers stated he is not opposed to order and decorum, but he is not in favor of the meeting being so formal that it limits speech and ideals. Council Member Floyd Rogers gave many examples from laws enacted by Congress and Senates as they move through debates as an elected body. Mr. Rogers stated he wants full freedom of debate and ideals without personal attacks.

>>Mayor Scipio requested that Mr. Rogers put his thoughts in writing and submit them prior to second reading.

>>Council Member Cameron Rivers stated most of Councilman Rogers concerns have been removed from the ordinance.

>>Mayor Scipio called for the vote. Council member John McManus, Council Member Cameron Rivers, Council Member Allie Winter, and Mayor Scipio voted in favor that this constitutes first reading. Council Member Floyd Rogers and Council Member Ray Wilson opposed. Motion carried with a 4-2 vote.

APPROVAL OF SCIIP GRANT CHANGE ORDERS:

>>Motion was made by Council Member Allie Winter, seconded by Council Member Floyd Rogers, and unanimously approved to pay the SCIIP Grant Change orders. Ms. Winter and Mr. Rogers commented that these contractors have spoken in more detail about this project and thanked them for a better understanding.

>>All members voted in favor of approving the SCIIP grant change orders.

DISCUSSION ONLY OF THE GREENVILLE WATER CAPACITY BUY IN AND SUPPLY AGREEMENT (No vote will be considered at this meeting):

Mayor Scipio stated this was on the agenda for discussion only. He further introduced Attorney Alex Evins, with Parker Poe, who has worked on the Greenville Contract and can provide guidance as the City moves forward.

Mr. Evins introduced himself and stated his expertise is to work on water/sewer agreements. He pointed out several items:

- This is a 40-year agreement for finished water- not a 100-year agreement.
- There are (2) 30-year agreement renewals.
- This is mainly a standard contract with complexities.
- Greenville Water will be able to re-coup costs for capital projects.
- The agreement has standard termination.
- Charges and Rates are in the agreement with annual adjustments based on audited financial statements.
- Sale and Resale of water.

Mr. Evins stated there is a copy of the negotiated agreement on the website for anyone to view.

>>Council Member John McManus asked if this is the agreement that has been discussed. Mr. Evins stated this is the amended agreement.

>>Mayor Scipio asked Mr. Evins to explain the difference between wholesale customers and a buy-in customer. Mr. Evins explained wholesale is a bulk price being sold to the City of Pickens to re-sale to the citizens of Pickens. It was clarified this contract is for purchasing wholesale capacity from Greenville Water.

>>Council Member Allie Winter wanted to make sure staff clarifies these terms about wholesale and buy-in. And to make sure this is not confusing. Mr. O'Briant stated he would clarify more broadly prior to the next meeting.

>>Council held some discussion about the dates of January 2026 regarding Joint Regional. Council Member Allie Winter stated that she initially requested a date and inquired about the responses. Mr. O'Briant explained the date coincides with the stated date for the completion of Regional Water. Mr. McManus stated in all the reports he has reviewed, a completion date for Regional Water was December of 2026. Mr. McManus also stated there were errors in mathematics on page 4.

>>Council Member Floyd Rogers stated that Pickens Joint Water is now stating that because the City of Pickens has withdrawn from the contract, they will be forced to be pushed out further for building the plant. Mr. Floyd further stated he understands that Regional Joint water is not going to allow default on the contract, and they will hold the City of Pickens responsible. Mr. Evins clarified that his expertise is in the contract with Greenville water only, he is not involved with the contract concerning Regional Joint Water.

>>Council Member Allie Winter stated to Mr. Rogers that she is also concerned with the date in the exit clause in the event Joint Regional does complete the plant; however, she believes Joint Water stating the City is a fault would be subject to litigation.

>>Mr. O'Briant stated he will arrange for a meeting so Council can have the attorneys together and Council can be a part of these negotiations.

>>Council Member Cameron Rivers brought up a point of order that Mr. Evins was here tonight to help Council understand the terms of the contract with Greenville Water, and this is what is stated on the agenda. Mr. Rivers stated Council is getting off topic by discussing contractual issues concerning Joint Regional, which is not on the agenda. Council Member Allie Winter concurred, and also stated Council has made the decision to withdraw from Joint Regional. Therefore, Council needs to be focused on Greenville Water.

Mr. Rogers stated the Council has to discuss both water systems due to the fact that if the Greenville Water contract fails, Council will need to decide on a water source for the City. Mr. Rogers spoke about his deep concerns as it relates to both of these contracts (Joint Regional and Greenville Water). Council Member Cameron Rivers debated about the order of these comments being germane to what is stated on the agenda. Mr. Rivers asked if Council has moved on to "Council Comments." Mr. Rogers stated he did not appreciate the interruption. Mr. Rivers stated he thought talking about Joint Regional is off topic. Council is supposed to be in discussion about the Greenville Water Contract.

Mr. Rogers stated he was going to continue his thoughts about the Joint Regional Water, and stated the Council should have waited 30 days before withdrawing, and Council should not have used the resolution to withdraw. Mr. Rogers stated that he wanted to go with Greenville Water, but it was not done the right way. Council should have had public meetings with everyone at the table to show all the information. Mr. Rogers concluded by stating this has caused tension in the Council and in the community.

>>Mayor Scipio stated for clarification, that he was on the Joint Water Board, he gathered all the information about the new plant and the debt for the City of Pickens. He brought all the information to Council and meeting were called, and Council voted 5-1 to withdraw for Joint Water. Mayor Scipio stated he still feels like that was the right decision, and Council needs to move forward.

>>Council Member John McManus stated he had further questions about the Greenville Water Contract. He asked for clarification on the 3% buy in charge, and he had questions regarding Article I under definitions of "Buy in Charge." Mr. O'Briant spoke on the economics of this subject. He stated that as Greenville Water takes on new customers, the City rate will actually go down in price. Mr. Evins explained the reason for the (2) buy in charge is one is for the current capacity; the second rate is if the City buys more capacity. Mr. O'Briant provided information about the other customers for the Adkins plant, and other municipalities that would more likely be customers of Greenville Water. Mr. O'Briant also provided minimum and maximum capacity for the City.

COMMENTS FROM COUNCIL:

Council Member Allie Winter welcomed Council Members John McManus and Ray Wilson. Ms. Winter thanked everyone for the success of the 2024 Christmas Parade. Ms. Winter stated so many departments such as public works, recreation, and police were busy and very involved in making the parade happen. Ms. Winter also thanked the volunteers, Chamber of Commerce and special thanks to Debbie Gravely who coordinates the Events with the Chamber of Commerce. Ms. Winters also recognized Kenna Dillard for her dedication to the Christmas decorations.

All Council members concurred with welcoming the new Council Members and wished everyone a Merry Christmas.

ADJOURNMENT:

Hearing no further business, Mayor Scipio called for the motion to adjourn. Motion was made by Council Member Allie Winter, seconded by Council Member Cameron Rivers, and unanimously approved to adjourn. Pickens City Council stood adjourned at 8:13 p.m.

Respectfully Submitted:

Approved:

Donna F. Owen, City Clerk

Isaiah Scipio, Mayor

**City of Pickens
Special Called Meeting
January 6, 2025
6:00 P.M.**

The Mayor and City Council convened at City Hall 219 Pendleton Street, Pickens S.C. for a Special Called Meeting. Agendas were posted and sent to media on January 2, 2025.

Council Members in Attendance:

Mayor, Isaiah Scipio
Mayor Pro-Tem Cameron Rivers
Council Member, Floyd Rogers
Council Member, John McManus
Council Member, Ray Wilson
Absent: Council Member Allie Winter

Staff:

Administrator Tim O'Briant
Police Chief, Randal Beach
Finance Director, Mandy Hess

(The minutes are a synopsis of the meeting, and they are not a verbatim discussion. full viewing and recording of the meeting is available on the City of Pickens Web-page and Facebook. Also, the full agenda packet with all departmental reports are available in the City Clerk's office).

WELCOME AND CALL TO ORDER:

Mayor Scipio called the meeting to order and noted the absence of Council Member Allie Winter. Council Member John McManus will be a few minutes late. Mayor Scipio requested Council Member Floyd Rogers to give the invocation followed by the Pledge of Allegiance.

CONVENE INTO EXECUTIVE SESSION TO RECEIVE LEGAL ADVICE AS IT RELATES TO CONTRACTUAL MATTERS REGARDING GREENVILLE WATER AS ALLOWED BY SC CODE SECTION 30-4-70 (A) (2) AND TO DISCUSS PERSONNEL AS IT RELATES TO COMPENSATION MARKET ANALYSIS AS ALLOWED BY SC CODE SECTION 30-4-70 (A) (1):

Mayor Scipio read the motion to convene into Executive Session.
>>Motion was made by Council Member Cameron Rivers, seconded by Council Member Floyd Rogers, and unanimously approved to convene into executive session for the stated purposes.

RECONVENE INTO PUBLIC SESSION:

>>Motion was made by Council Member Cameron Rivers, seconded by Council Member Ray Wilson, and unanimously approved to reconvene into public session.

ACTION AS A RESULT OF EXECUTIVE SESSION:

Mayor Scipio stated there is no action as a result of executive session.

ADJOURNMENT:

Hearing no further business, Mayor Scipio called for the motion to adjourn. Motion was made by Council Member John McManus, seconded by Council Member Ray Wilson, and unanimously approved to adjourn. Pickens City Council stood adjourned at 8:36 p.m.

Respectfully Submitted:

Approved:

Donna F. Owen, City Clerk

Isaiah Scipio, Mayor

ORDINANCE NUMBER 2024-11

AN ORDINANCE TO AMEND DIVISION 3 (MEETINGS) OF ARTICLE II (MAYOR AND COUNCIL) OF CHAPTER 2 (ADMINISTRATION) OF THE CITY OF PICKENS CODE OF ORDINANCES

WHEREAS, City Council reviews its ordinances from time to time to make any necessary amendments and/or improvements; and,

WHEREAS, City Council desires to amend its Ordinances to adopt additional rules and regulations governing its meetings; and,

WHEREAS, City Council has determined that this ordinance is in the best interests of the citizens and residents of the City of Pickens.

NOW, THEREFORE, be it ordained by the Mayor and Council of the City of Pickens, South Carolina, that Division 3 (Meetings) of Article II (Mayor and Council) of Chapter 2 (Administration) of the City of Pickens Code of Ordinances shall be amended as follows:

Section 1. Division 3 (Meetings) of Article II (Mayor and Council) of Chapter 2 shall be amended to add Sec. 2-66 (Conduct of Meetings) and Sec. 2-67 (Public Comment) as follows:

Sec. 2-66. Conduct of Meetings.

- (a) The Mayor is the presiding officer for regular and special meetings. In the absence of the Mayor, the Mayor Pro-Tern shall preside. In the absence of both the Mayor and Mayor Pro-Tem, the Council shall select a member to preside over the meeting.
- (b) The presiding officer shall not abuse his or her position by controlling or directing debate to favor his or her views. The presiding officer shall ensure that all Council members have an opportunity to express their views on matters properly presented for discussion. The presiding officer may temporarily relinquish the chair in order to engage in active debate or discussion.
- (c) The presiding officer has the same rights/responsibilities as other council members with regard to making motions and voting.
- (d) During a meeting Council members shall request permission of the Mayor or presiding officer before speaking. One council member shall speak at a time.
- (e) Council members have the right to disagree, but shall not engage in shouting, arguments, name-calling, questioning the ethics or morality of a fellow councilmember, or personally disrespectful behavior towards each other during meetings.

- (f) Specific rules of procedures may be temporarily suspended during a meeting by a majority vote of Council present at the meeting.
- (g) Unless specifically covered elsewhere within this Section, the proceedings of the City council shall be governed by Robert's Rules of Order, Newly Revised.

Sec. 2-67. Public Comment.

- (a) All citizens have a right to participate in, but not to interrupt, City Council meetings. Therefore, a period of time (public comment) shall be set aside at every meeting to afford citizens an opportunity to speak on any matters pertaining to items on that meeting's agenda or on any matter concerning the City. Citizens wishing to speak shall add their name and address to a roster maintained by the Clerk.
- (b) Citizens may also request to be added to the regular agenda at the next scheduled meeting. If a number of citizens wish to speak at a meeting, the Mayor or presiding officer may reasonably limit the length of time allotted to each citizen and shall state the time limitations before the public comments begin.
- (c) No person from the audience may interrupt the Council meeting or address the Council unless recognized by the Mayor or presiding officer. Persons who are disorderly or who act in a threatening manner may be asked to leave the Council chamber.
- (d) For meetings at which public comment is permitted, all persons wishing to be heard during the public comment period shall sign in with the Clerk prior to the start of the meeting in-person and not on behalf of others. No names will be added to the sign-up list once the meeting has begun.
- (e) During public comment, each speaker is limited to a total of five (5) minutes per meeting, regardless of whether the person is speaking on their own behalf or as an agent for others. The presiding officer or the municipal clerk shall be the timekeeper. Recognized speakers may not donate, transfer, yield, or give all or any portion of their speaking time to another person.
- (f) Thirty (30) minutes shall be allotted for the entire public comment period. If the public comment period expires before all persons who have signed up get to speak, those names will be carried over to the next public comment period at the next meeting of the City Council; provided, however, the Presiding Officer may decide to extend the public comment period in his/her discretion.
- (g) All public comments are to be directed to the City Council as a whole and not to any member thereof. The purpose of addressing council is to allow councilmembers to hear the opinions of the public and is not intended to afford the opportunity to engage in a debate or dialogue. All speakers shall be mindful and respectful of those participating in or present at the meeting. Speakers shall be expected to be civil in their language and

shall refrain from comments or behavior that involves disorderly speech or action, name-calling, personal attacks, threats, obscene or indecent remarks, and/or disruptive actions.

- (h) All speakers shall confine their comments to issues under the jurisdiction of the City Council. Speakers shall not use the public comment period to promote or advertise awards, businesses, services, goods, or candidates for public office.
- (i) All speakers are required to address City Council from the lectern with the microphone. All speakers shall begin their remarks by providing their name, whether or not they are a city resident, and subject of their comments.
- (j) Any speaker that violates these *Rules and Protocols for Public Comment* may be ruled “Out of Order” by the Presiding Officer. Any person whose comments have been ruled “Out of Order” shall immediately cease and desist from further improper comments. The refusal of an individual to desist from further improper comments may subject the individual to removal from the meeting.
- (k) The Presiding Officer has discretion in enforcing these guidelines to best ensure the orderly and civil conduct of City Council meetings. These *Rules and Protocols for Public Comment* shall apply to any designated “Public Comment” period as set forth on any agenda of a meeting of the City Council. These *Rules and Protocols for Public Comment* shall also apply to public participation on any individual item on a City Council meeting agenda for which public comment is permitted by Council or required by law, including statutorily mandated public hearings. These *Rules and Protocols for Public Comment* shall not apply to invited speakers or City personnel in the performance of their duties.

Section 2: Severability: Severability is intended throughout and within the provisions of this Ordinance. If any section, subsection, sentence, clause, phrase or portion of this Ordinance is held to be invalid or unconstitutional by a court of competent jurisdiction, then that decision shall not affect the validity of the remaining portions of this Ordinance.

Section 3: This Ordinance shall be effective after second and final reading.

CITY OF PICKENS, SOUTH CAROLINA

Isaiah Scipio, Mayor

ATTEST:

Donna Owen, Municipal Clerk

First Reading: _____, 2024

Second and
Final Reading: _____, 2024

Approved as to Form:

Daniel Hughes, City Attorney

Rules of Order
Form vs. Freedom
Decorum, Debate, and Civility

I. Form vs. Freedom

At the heart of all democratic deliberations lies a delicate balance between form—the structure and order necessary for effective governance—and freedom—the liberty to express differing opinions. This balance is especially important in our City Council meetings, where differing perspectives shape the future of our community.

- Form ensures meetings are productive, organized, and efficient. It maintains order so that business can be conducted without distractions or unnecessary delays. It holds elected officials Accountable to standardized procedures. It ensures Transparency so citizens can understand the rationale behind decisions. It provides Fairness for all participants by ensuring that every voice has a chance to be heard.
- Freedom guarantees that all members have the right to speak, share their viewpoints, and engage in debate on the issues that matter most to the city's residents. It ensures Diversity of Opinion where all perspectives are heard. It ensures Critical Thought ensuring decisions are based on rigorous debate, research, and the presentation of facts. It ensures Public Participation where the public has the freedom to express opinions at meetings and ensures that government actions reflect the will of the people.

Without form, meetings become chaotic, and without freedom, critical viewpoints might be silenced or ignored.

II. Rules of Decorum, Debate, and Civility

City council meetings are crucial spaces for making decisions that shape the lives of communities. For these discussions to be productive and effective, it is essential that they are conducted with a framework of rules that ensure both order and fairness. The principles of decorum, debate, and civility are key to maintaining this structure. These rules serve to protect the integrity of the meeting, encourage open expression, and create an environment where respectful, informed, and democratic decision-making can take place. By adhering to these principles, council members can engage in discussions that focus on issues, rather than personal conflicts, and foster an atmosphere where all voices are heard and considered.

1. Decorum refers to the set of standards that ensure meetings are conducted in an orderly and respectful manner. It involves maintaining a professional tone, adhering to time limits, and refraining from behaviors that may disrupt the flow of the meeting.
 - Application: In a city council meeting, decorum is enforced through rules that require council members to speak one at a time, avoid shouting or clapping, and maintain respectful language. For example, council members should address each other formally, using titles such as “Councilmember,” rather than using first names or making derogatory remarks. Disruptions, like members interrupting one another or engaging in hostile behavior, are prevented through procedural rules that prioritize the respectful exchange of ideas.
2. Debate is the formal process through which council members discuss, argue, and defend their positions on various issues. For debate to be productive, it must focus on the policies, facts, and ideas at hand rather than devolving into personal attacks or irrelevant matters.
 - Application: Debate should always remain centered on the issue being discussed, whether it’s a new policy proposal, budget allocation, or community development project. For instance, when debating a zoning change, council members should present their views based on data, research, and the potential impact on the community, rather than attacking the motives or character of fellow council members. By keeping the debate focused on the merits of the issue, the council ensures that decisions are based on thoughtful analysis and not personal grievances.
3. Civility is the fundamental level of politeness and respect required to maintain a constructive environment during meetings, particularly when disagreements arise. It ensures that all participants are treated with respect, even during contentious discussions.
 - Application: Civility in a council meeting means that members listen attentively to one another, refrain from interrupting, and respond to differing opinions with respect. For example, if a council member disagrees with a proposal, they should express their concerns thoughtfully, saying something

like, “While I respect my colleague’s perspective, I have concerns about how this will affect local businesses,” rather than resorting to insults or disparaging remarks. Civility fosters an atmosphere where all members feel comfortable contributing, knowing their opinions will be treated with respect.

In conclusion, the principles of decorum, debate, and civility are foundational to ensuring that city council meetings are productive, fair, and respectful. Decorum keeps the meeting structured and focused, debate allows for the thoughtful exchange of ideas, and civility ensures that all participants are treated with dignity, even in the midst of disagreement. By adhering to these principles, city council can create an environment where decisions are made based on the merits of the issues, fostering mutual respect among council members and ensuring the public’s trust in the decision-making process. Ultimately, these rules protect the integrity of the democratic process and enable council members to serve their communities in a manner that is both responsible, respectful, and transparent.

III. Recommendations for Creating Our Own Rules

I recommend that we draft our own set of Rules of Order that combine the best practices of cities of New York and Salt Lake City, tailored to our own community’s needs. These rules will provide the framework for respectful dialogue, efficient decision-making, and fair public participation, all while protecting both the freedom to express ideas and the form necessary for a functional city government.”

Below is a new set of Rules of Order for Pickens City Council meetings, drawing on best practices from New York City and Salt Lake City but framed in a fresh and cohesive way. Council will need to redraft as desired for Pickens City Council needs to promote order, respect, and effective communication while allowing for meaningful debate and public participation.

Pickens City Rules of Order

(Based upon Form and Freedom -- Decorum, Debate, and Civility)

I. General Principles

A. Rules of Order (Parliamentary Procedure)

1. Roberts Rules of Order shall be utilized for the purposes of conducting meetings, deliberation of motions, and making decisions in a fair and orderly manner, in accordance with established parliamentary procedures.

2. Purpose of the Rules: These Rules of Order aim to maintain decorum, facilitate effective debate, and ensure that all participants have the opportunity to express their views in a civil and respectful manner. They are designed to balance the need for structured decision-making with the protection of free expression.
3. Application: These rules apply to all members of the City Council, City staff, and members of the public participating in meetings.

II. Decorum in the Council Chamber

A. Respectful Behavior:

1. All participants, including Council members, staff, and the public, must maintain respectful behavior during meetings. This includes speaking in a civil tone, refraining from personal attacks, and addressing issues and policy rather than individuals.
2. Personal insults, name-calling, or questioning the character of any Council member or public participant is strictly prohibited.

B. Order and Control:

1. The Presiding Officer (Mayor or Council Chair) has the authority to maintain order and may call a recess or order the removal of anyone engaging in disruptive behavior, including excessive shouting, clapping, or any actions that interfere with the meeting's business.
2. The Presiding Officer may call a member to order if they violate these decorum rules, and the member must cease the disruptive behavior immediately.

C. Audience Behavior:

1. Members of the public may not interrupt Council members or other speakers. Disruptive behavior by the public, including shouting, clapping, or speaking out of turn, will result in a warning, and repeated offenses may lead to removal from the meeting.
2. Applause, heckling, or other interruptions during public comment are not permitted.

III. Debate and Discussion Procedures

A. Speaking Order:

1. Council members must request the floor from the Presiding Officer in order to speak. The Presiding Officer will recognize Council members in the order in which they request the floor.

2. Once recognized, each member is allowed a maximum of 5 minutes to speak on any given issue. This time limit ensures that all members have an equal opportunity to contribute to the discussion.

B. Relevance of Debate:

1. Debate must focus on the issue at hand. Personal attacks or comments unrelated to the topic being discussed are out of order and may be ruled as such by the Presiding Officer.
2. If a member's comments stray from the issue, the Presiding Officer may call the member to order and request that they focus on the matter being discussed.

C. Limit on Speaking Time:

1. If a Council member wishes to speak for a second time on the same issue, they must first allow all other members an opportunity to speak.
2. A Council member may request additional time to speak, but such requests must be approved by the Council.

D. Point of Order:

1. Any Council member may raise a Point of Order if they believe a rule or procedure is being violated. The Presiding Officer will immediately rule on the matter. No debate is allowed on a Point of Order unless the Presiding Officer seeks clarification.

IV. Public Participation

A. Public Comment Period:

1. Public comments are typically scheduled at the beginning of each meeting, and participants will be given 5 minutes to speak.
2. Public speakers must direct their comments to the issue being discussed. Personal attacks on Council members or other individuals are prohibited.
3. If a speaker is disruptive or makes inappropriate comments, the Presiding Officer has the authority to warn the speaker and, if necessary, ask them to leave.

B. Public Engagement in Debate:

1. Public comments should not be part of the debate between Council members. However, after the public comment period, Council members may respond to public concerns during their time to speak.
2. Council members may not engage in back-and-forth discussions with the public during the public comment period. All responses must occur within the regular Council meeting agenda and time limits.

C. Written Comments:

1. Written public comments can be submitted to the City Clerk at least three days prior to the meeting. These will be included in the meeting record and may be reviewed by the Council members during or after the meeting.

V. Voting Procedures

A. Quorum:

1. A quorum is required for any formal action to be taken. A quorum is defined as a majority of the Council members being present and voting.

B. Voting Methods:

1. Votes will typically be taken via raised hands with the Presiding Officer declaring the outcome. In cases of uncertainty a roll call vote will be conducted, with each Council member's vote recorded individually.

2. If a Council member is unable to vote (due to a conflict of interest, absence, or other reason), they must publicly state their reason for abstention.

C. Motion to Suspend Rules:

1. At any point during the meeting, a Council member may move to suspend the rules in order to address an urgent matter. This motion requires a two-thirds majority vote to pass.

D. Amendments to Motions:

1. Council members may propose amendments to motions. Any amendment must be seconded and debated before a final vote is taken.

VI. Enforcement of Rules

A. Authority of the Presiding Officer:

1. The Presiding Officer has the authority to enforce the rules of order and decorum. If a Council member or member of the public repeatedly violates the rules, the Presiding Officer may take the following actions:
 - a. Issue a verbal warning.
 - b. Order the individual to cease disruptive behavior.
 - c. Remove the individual from the meeting (Council members may be asked to leave the chamber if necessary).

B. Disciplinary Action:

1. Repeated violations of decorum by a Council member may result in disciplinary action by the full Council, including suspension from meetings or other actions deemed legal and appropriate.

VII. Amendments to These Rules

A. Review and Amendments:

1. These rules may be amended by a majority vote of the City Council. Proposed amendments must be submitted in writing and reviewed by the Council prior to the meeting where they will be voted on.
2. Amendments to these rules will be recorded in the official Council minutes and made publicly available.

VIII. Clarity of Purpose for Rules of Order

These Rules of Order are designed to foster a respectful, efficient, and fair environment for City Council meetings. By establishing clear guidelines for decorum, debate, and public participation, we create a process where all voices are heard, and decisions are made in a structured, professional manner. These rules ensure that the work of the City Council can be conducted effectively, with due respect for all involved, while protecting both the (Freedom) freedom of speech and the (Form) order necessary for good governance.

This set of Rules of Order combines the best elements of New York and Salt Lake City's procedural standards while incorporating flexibility and fairness for our specific City Council needs. These rules provide a clear framework for maintaining order, ensuring effective communication, and upholding respect in all discussions and decisions.

WATER CAPACITY AND SUPPLY AGREEMENT

BETWEEN

GREENVILLE WATER

AND

CITY OF PICKENS, SOUTH CAROLINA

**THIS AGREEMENT IS SUBJECT TO ARBITRATION PURSUANT
TO THE FEDERAL ARBITRATION ACT, 9 U.S.C. § 1 ET SEQ., OR
IN THE ABSENCE OF A FINDING OF INTERSTATE COMMERCE,
TO S.C. CODE ANNOTATED §15-48-10 ET SEQ.**

THIS AGREEMENT IS SUBJECT TO ARBITRATION PURSUANT TO THE FEDERAL ARBITRATION ACT, 9 U.S.C. § 1 ET SEQ., OR IN THE ABSENCE OF A FINDING OF INTERSTATE COMMERCE, TO S.C. CODE ANNOTATED §15-48-10 ET SEQ.

This **WATER CAPACITY AND SUPPLY AGREEMENT** (this “Agreement”) made as of this ___ day of _____, 2024, by and among the **BOARD OF COMMISSIONERS OF PUBLIC WORKS OF THE CITY OF GREENVILLE**, doing business as **GREENVILLE WATER** (“Seller”), and the **CITY OF PICKENS, SOUTH CAROLINA** (“Purchaser”) (Purchaser and Seller may be individually referred to as a “Party” and collectively as the “Parties”).

BACKGROUND

(A) Seller is a Board of Commissioners of Public Works established August 1, 1918, pursuant to a referendum conducted by the City of Greenville, a municipal corporation of the State of South Carolina, chartered on December 18, 1831, located in Greenville County, South Carolina and, as such, possesses all powers granted by the Constitution and statutes of the State of South Carolina to boards of commissioners of public works. Pursuant to the applicable provisions of law, Seller operates a water system which provides water service both within and without the incorporated limits of the City of Greenville to a population in excess of 450,000 people.

(B) The Purchaser is a political subdivision and municipal corporation existing under S.C. Const. art. XIII and Title 5 of the Code of Laws of South Carolina. Pursuant to the applicable provisions of law, the Purchaser owns and operates a water system without the incorporated limits of Seller.

(C) Seller has constructed water intake, treatment, production, storage, transmission, and distribution facilities (the “Facilities”) which are capable of producing potable water in quantities sufficient to meet the needs of not only its retail customers, but also wholesale customers.

(D) The Parties agree that, subject to the terms of this Agreement, it is in their mutual interest for the Purchaser to provide its support, to the fullest extent possible, for the Seller’s reasonable efforts to secure Surface Water Withdrawal Permits from the State of South Carolina, provided, however, that Purchaser shall not be required to expend any monies in connection with providing such support. This support, when appropriate, will be provided whether the Seller is seeking to maintain the amounts authorized under the Permits in force as of the date of the Agreement, or to expand the amount authorized as the Seller determines is necessary to ensure the availability of potable water supply for both the Seller’s and Purchaser’s future needs.

(E) This Agreement has been duly authorized by the respective governing bodies of Seller and Purchaser, each of which has authorized the undersigned officers to execute this document on its behalf. Seller and Purchaser acknowledge that this Agreement supersedes and replaces the Current Contract and any and all other prior agreements, understandings or

undertakings between the Parties with respect to the supply of water by Seller to Purchaser.

NOW, THEREFORE, in consideration of the premises hereinabove set forth and the covenants and agreements of the Parties hereunder, Seller and Purchaser agree as follows:

ARTICLE I
DEFINITIONS

Section 1.01 Definitions. In addition to any words and terms elsewhere defined in this Agreement, the following words and terms as used in this Agreement shall have the following meanings unless some other meaning is plainly intended:

“Allocated Capacity” means the portion of the Capacity of Facilities Benefiting Purchaser allocated to Purchaser pursuant to rights acquired or to be acquired hereunder, expressed in MGD. The initial Allocated Capacity is 1.3 MGD.

“Average Daily Non-Revenue Water” means the difference between the amount of water produced by the Seller and the amount of water sold to all customers. Average Daily Non-Revenue Water includes system flushing and backwashing, hydrant testing, line loss etc.

“Average Daily Non-Revenue Water Factor” means the 15% factor that represents the portion of treated water produced that is not sold to customers. This factor is used to adjust the Total Daily Capacity operated by the Seller to remove that portion of capacity that is not available to the customers of the system. This Average Daily Non-Revenue Water Factor is applied by multiplying the Total Daily Capacity by the 1/1.15.

“Buy-In Charge” means, with respect to the Initial Capacity Payment, the amount specified in Section 3.01(A) hereof. Thereafter, “Buy-In Charge” means a charge per gallon per day to purchase Allocated Capacity in the Facilities Benefiting Purchaser, calculated on an annual basis, as follows:

$$\frac{(\text{net plant investment of Facilities Benefiting Purchaser}) \times (\text{Allocated Capacity to be purchased})}{\text{Capacity of Facilities Benefiting Purchaser}}$$

“Capacity of Facilities Benefiting Purchaser” means the current Total Daily Capacity of the Adkins water treatment plants operated by Seller, expressed in MGD and as adjusted by the Reliable Capacity Planning Threshold (based on SCDES Regulations 61-58.7.C11 and 12 in effect at the time of the Agreement or as may be amended in the future related to capacity planning for surface water treatment plants) and to reflect average daily percentage water loss for the Facilities. The average daily percentage water loss for the Facilities will be updated annually. As of the date hereof, the Total Daily Capacity of the Adkins water treatment plant is 60.0 MGD. The SCDES Reliable Capacity Planning Factor is 90% of Total Daily Capacity and the average daily percentage of water loss for the Facilities is 15%. Thus, as of the date hereof, the Capacity of Facilities Benefiting Purchaser, as calculated on the basis of daily capacity, is as follows:

Facility	Daily Capacity (MGD)
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Adkins water treatment plant	60.0
Reliable Capacity Planning Factor	90%
Reliable Capacity Planning Threshold	54.0
Average Daily Non-Revenue Water	15%

54.0 MGD ÷ 1.15 = 46.96 MGD

“Capital Costs” means all reasonable charges, fees, and or other expenses (including without limitation, material, labor, and supply expenses, administrative, design, engineering, legal, accounting, and other professional fees, and costs of financing) required for Normal Capital Improvements (other than Regulatory Capital Improvements) to the Facilities Benefiting Purchaser.

“Common to All Customers Allocation” means an allocation of Operation and Maintenance Costs, Fixed Depreciation, and/or Net Plant Investment to Seller’s three customer categories (Retail Customers, Pickens County Wholesale Customers, and Non-Pickens County Wholesale Customers) that is based on a portion of either Total Flows, Total Max Day Demands, annual customer bills, or annual residential equivalent units (REU). Some Facilities benefit or are common to all of the customer categories and are recovered proportionately from each customer category.

“Connecting Meter” means the meter or meters owned by Seller and used to measure the flow of the potable water at the respective points of interconnection between the Facilities Benefiting Purchaser and Purchaser’s System.

“Current Contract” is the Interim Agreement Between Greenville Water and the City of Pickens dated as of August __, 2024.

“SCDES” means the State of South Carolina Department of Environmental Services. SCDES is the successor to the South Carolina Department of Health and Environmental Control (“SCDHEC”), and any reference to SCDEC regulations and policies shall refer to those of SCDHEC as appropriate.

“Depreciation Charge” shall be established annually as described in Section 3.04 (B) and means the amount paid by the Purchaser as part of the Monthly Base Charge, reconciled on an annual basis, as follows:

$$\text{Fixed Depreciation Allocated to Purchaser} \div 12 \text{ Months}$$

The Depreciation Charge represents the Purchaser’s ongoing contributions for its share of the required Capital Costs of Normal Capital Improvements to the Facilities Benefiting the Purchaser. The Purchaser will not be required to make any additional payments or contributions (other than by way of the Depreciation Charge) for Capital Costs of Normal Capital Improvements.

“Direct Allocation” means an allocation of Operation and Maintenance Costs, Fixed Depreciation, and/or Net Plant Investment to a specific customer category that is not based

on a portion of Total Flows or Total Max Day Demands. Certain Facilities do not benefit all three of the customer categories (Retail Customers, Pickens County Wholesale Customers, and Non-Pickens County Wholesale Customers) served by the Seller. The costs associated with these Facilities require Direct Allocation to those customer categories that benefit from the Facilities to ensure the costs of the Facilities are recovered only from those customer categories. For example, Purchaser's customers do not benefit from the Stovall water treatment plant, so the Operation and Maintenance Costs, Fixed Depreciation, and/or Net Plant Investment associated with this facility are allocated to the other customer categories based on a Direct Allocation. Furthermore, only the Retail Customers benefit from Local Distribution System, so the Operation and Maintenance Costs, Fixed Depreciation, and/or Net Plant Investment for these facilities are allocated to this customer category based on a Direct Allocation.

“Drought” means (i) a period of time with less-than-normal rainfall which results in a declaration by the South Carolina Department of Natural Resources Drought Response Committee, pursuant to the provisions of Title 49, Article 23 of the Code of Laws of South Carolina, that either a “severe” or “extreme” drought exists in Greenville, Pickens or Oconee counties, or (ii) circumstances under which Seller is obligated, either by statute, rule, regulation, permit or license terms, order of a court or administrative agency, or contract to invoke mandatory water conservation or withdrawal restrictions.

“Effective Date” means the date the Parties execute the Agreement as stated on the first page of this Agreement.

“Excess Usage Surcharge” means the charge that will be assessed per 1,000 gallons of Metered Flow in excess of one hundred percent (100%) of Allocated Capacity during any 24-hour period. As of the Effective Date of this Agreement, the Excess Usage Surcharge is \$1.16 per 1,000 gallons in excess of one hundred percent (100%) of Allocated Capacity. The Excess Usage Surcharge shall be established annually as described in Section 3.04 (B). The Excess Usage Surcharge will be calculated for each subsequent Seller Fiscal Year based on the ROI Charge. When needed for Good Utility Practices, such as flushing, etc., Purchaser increases its usage for a finite period of time, after due notice and approval from the Seller, and that such temporary increases would cause Purchaser to exceed its Allocated Capacity for the stated period, such increases would not be considered excess usage or be subject to the Excess Usage Surcharge hereunder.

“Facilities” means all of Seller's water intake, treatment, production, storage, transmission, and distribution facilities.

“Facilities Benefiting Purchaser” means (i) the Adkins water treatment plant operated by Seller, (ii) transmission main / distribution lines leading from said water treatment plant to the Connecting Meters (excluding any components of the Local Distribution System), (iii) 72-inch Adkins Water Transmission Line, (iv) 12-inch gravity-fed main to be constructed to serve Purchaser's distribution system from Seller's Cedar Rock storage Facility (v) Pumping Stations, (vi) the Connecting Meters, (vii) Administrative Buildings, Equipment, and Tools, and (viii) any Normal Capital Improvements made to the said water treatment plants, transmission main / distribution lines, pumping stations, or

Connecting Meter(s) from time to time as provided herein, and used by Seller to the benefit of Purchaser to produce potable water and transport same to Purchaser.

“Fixed Depreciation” means Seller’s total annual depreciation expense associated with the Facilities Benefiting Purchaser for the most recent Seller Fiscal Year for which audited financial statements are available.

“Fixed Depreciation Allocated to Purchaser” means the portion of total annual Fixed Depreciation allocated to Purchaser based on allocations of depreciation associated with specific Facilities Benefiting Purchaser based on either a Direct Allocation or a Common to All Customers Allocation. The Fixed Depreciation is allocated to the wholesale customer categories based on Allocated Capacity.

“Force Majeure” means, to the extent beyond the control of the Party claiming an event of Force Majeure under Section 6.01 hereof, any of the following: acts of God or nature, strikes, lockouts, or other industrial disturbances; acts of a terrorist or public enemy, orders of any kind of the government of the United States or the State of South Carolina or the courts thereof, or any civil or military authority; insurrections, riots, epidemics, pandemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, Droughts, arrests, restraint of government and people, civil disturbances and explosions; malfunctions of machinery and water mains and transmission and pipe lines; partial or entire failure of water supply due to the exhaustion of raw water sources or water withdrawal restrictions imposed by competent authority, or inability of Seller to provide potable water hereunder, or the Purchaser to receive potable water hereunder, on account of any other causes not reasonably within the control of the Party claiming such inability.

“Future Capacity Purchase” means any future payment from Purchaser to Seller to acquire rights to additional Allocated Capacity, whether the capacity is available in the Facilities Benefiting Purchaser or whether the Seller must make expansions to Facilities Benefiting Purchaser to make additional Allocated Capacity available to the Purchaser.

“Good Utility Practices” means any of the practices, methods, and acts engaged in or approved by a significant portion of the water treatment and supply industry during the relevant time period, or any of the practices, methods, and acts which, in the exercise of reasonable judgment in the light of the facts known at the time the decision was made, could have been expected to accomplish the desired results at a reasonable cost consistent with good business practices, reliability, safety, and expedition. Good Utility Practices does not require use of the optimum practice, method, or act, but only requires use of practices, methods, or acts generally accepted in the water supply and treatment industry.

“Increased Allocated Capacity Capital Improvements” means all structures, equipment, replacements of equipment, or repairs to structures or equipment to, at, or upon the Facilities Benefiting Purchaser necessary to increase Allocated Capacity.

“Independent Certified Public Accountant” means such certified public accountant or firm of certified public accountants retained by Seller for the purpose of auditing Seller’s books and records.

“Initial Capacity Payment” means the payment of a Buy-In Charge from Purchaser to Seller to acquire rights to its initial Allocated Capacity.

“Local Distribution System” means any water lines less than 16 inches in diameter, related pump stations, standpipes and tanks, and valves and equipment.

“Max Day Demand” means the maximum amount of water used during any 24-hour period during a given fiscal year for the Purchaser. The Max Day Demand is used to allocate certain costs based on the Pro Rata Share of the Max Day Demand in proportion to the Total Max Day Demands.

“Meter Charge” means the amount to be paid by Purchaser as part of the Monthly Base Charge per Connecting Meter(s), which will be based on the Seller’s actual published retail rates for customer and billing services and meter costs for reading, testing, and maintaining meters based on meter size.

“Metered Flows” means the measurement of potable water supplied to Purchaser by Seller at the Connecting Meter(s), expressed in 1,000 gallons.

“MGD” means a million gallons per day.

“Minimum Future Capacity Purchases” means the minimum increment of Future Capacity Purchases in Facilities Benefiting Purchaser that the Purchaser may acquire from the Seller, shall not be less than 250,000 gallons per day.

“Monthly Base Charge” shall be established annually as described in Section 3.04 (B) and means the amount to be paid by Purchaser to Seller on a monthly basis consisting of the Meter Charge and the Depreciation Charge. The Monthly Base Charge will be established by reference to the most recent Seller Fiscal Year.

“Monthly Billing Cycle” means the typical thirty-day billing cycle for which Seller conducts measurement of potable water supplied to Purchaser by Seller at the Connecting Meter(s).

“Net Plant Investment” means Seller’s original investment in all water system assets less the accumulated depreciation on those assets as reflected on an annual basis in Seller’s audited financial statements for the most recent Seller Fiscal Year.

“Net Plant Investment of Facilities Benefiting Purchaser” means the portion of Seller’s Net Plant Investment allocated to and associated with the Facilities Benefiting Purchaser.

“Non-Pickens County Wholesale Customers” means those wholesale customers of Seller not located in Pickens County that connect to the Seller’s water distribution system. These customers benefit from both the Adkins water treatment plant and the Stovall water treatment plant and from the Seller’s trunk water distribution system. Operation and

Maintenance Costs, Fixed Depreciation, and Net Plant Investment are allocated collectively to this customer category.

“Normal Capital Improvements” means all structures, equipment, replacements of equipment, or repairs to structures or equipment to, at, or upon the Facilities Benefiting Purchaser (other than Regulatory Capital Improvements or Increased Capacity Capital Improvements).

“Operation and Maintenance Charge” shall be established annually as described in Section 3.04 (B) and means the charge per 1,000 gallons of Metered Flow during each Monthly Billing Cycle to be paid by Purchaser, calculated as follows:

Seller’s Operation and Maintenance Costs ÷ total annual Metered Flows
(expressed in thousands of gallons) of the Facilities Benefiting Purchaser

In the formula above, “Seller’s Operation and Maintenance Costs” means the Seller’s total Operation and Maintenance Costs associated with the Facilities Benefiting Purchaser for the most recent Seller Fiscal Year.

“Operation and Maintenance Costs” means, for each period in question, direct expenses required of Seller (i) to operate the Facilities Benefiting Purchaser, (ii) to maintain the Facilities Benefiting Purchaser so that they will have a reasonable useful life, and (iii) to defray the costs of current repairs to the Facilities Benefiting Purchaser, all as necessary for the delivery of potable water in accordance with this Agreement and shall include, without limiting the generality of the foregoing, salaries, wages, employee benefits, cost of materials and supplies, cost of routine repairs, renewals, replacements, and alterations occurring in the usual course of business, cost of insurance, cost of legal and professional fees including audits, taxes, if any, and applicable Seller’s administrative, non-departmental, overhead and other expenses not subject to amortization or depreciation. Operation and Maintenance Costs will be determined based on Seller’s audited books and records for the previous Seller Fiscal Year and do not include the costs of billing or metering that are reflected in the Meter Charge.

“Overage Day” means each separate 24-hour period during which Purchaser withdraws water from Seller in an amount in excess of its Allocated Capacity.

“Pickens County Wholesale Customers” means those wholesale customers of Seller located in Pickens County that connect to the Seller’s water system at the 72-inch transmission line that conveys water from the Adkins water treatment plant to the Seller’s water distribution system. These customers do not benefit from the Stovall water treatment plant or the Seller’s water distribution system. Operation and Maintenance Costs, Fixed Depreciation, and Net Plant Investment are allocated collectively to this customer category.

“Pro Rata Share” means the percentage derived by dividing Allocated Capacity by the Capacity of Facilities Benefiting Purchaser, Max Day Demands by Total Max Day Demands, Metered Flows by Total Flows, or by dividing additional Allocated Capacity by additional Capacity, as the circumstances may dictate.

“Purchaser” means the City of Pickens, South Carolina.

“Purchaser’s System” means the Purchaser’s entire system for the production, receipt, storage, transmission, pumping, distribution, and delivery of potable water.

“Regulatory Capital Costs” means all reasonable charges, fees, and or other expenses (including without limitation, material, labor, and supply expenses, administrative, design, engineering, legal, accounting, and other professional fees, and costs of financing) required for necessary Regulatory Capital Improvements to the Facilities Benefiting Purchaser.

“Regulatory Capital Improvements” means all structures, equipment, replacements of equipment, or repairs to structures or equipment to, at, or upon the Facilities Benefiting Purchaser necessary to address regulatory requirements mandated by any Federal, State, and/or local agencies.

“Regulatory Capital Payment” means an amount to be paid to Seller by Purchaser for the purpose of recovering Purchaser’s Pro Rata Share of Regulatory Capital Costs as the circumstances may dictate.

“Reliable Capacity Planning Factor” means the 90 percent factor applied to the Total Daily Capacity to determine the average daily demand threshold for all customers at which the Seller shall submit to SCDES plans and specifications along with an application for a permit to construct an expansion to Total Daily Capacity within one hundred eighty (180) days. This factor is based on current SCDES Regulations 61-58.7.C11 and 12 in effect at the time of the Agreement or as may be amended in the future related to capacity planning for surface water treatment plants.

“Reliable Capacity Planning Threshold” means the reliable capacity limit allowed before the Seller shall submit to SCDES plans and specifications along with an application for a permit to construct an expansion to its Total Daily Capacity. This Reliable Capacity Planning Threshold is determined by multiplying the Total Daily Capacity by the 90% Reliable Capacity Planning Factor. This threshold is based on current SCDES Regulations 61-58.7.C11 and 12 in effect at the time of the Agreement or as may be amended in the future related to capacity planning for surface water treatment plants.

“Retail Customers” means the residential, commercial, and industrial customers of the Seller. Operation and Maintenance Costs, Fixed Deprecation, and Net Plant Investment are allocated collectively to this customer category.

“ROI Charge” shall be established annually as described in Section 3.04 (B) and means the Seller’s total annual return on investment in the Facilities Benefiting Purchaser, as determined by the Seller, based on its annual financial statements, the Net Plant Investment of Facilities Benefiting Purchaser from the preceding year, and its determination of a reasonable rate of return, as adjusted on an annual basis. The ROI Charge is not assessed to Purchaser on Metered Flows not in excess of Allocated Capacity, but is used to determine the Excess Usage Surcharge.

“**Seller**” means the Board of Commissioners of Public Works for the City of Greenville, South Carolina, doing business as Greenville Water, its successors and assigns.

“**Seller Fiscal Year**” means, initially, each period beginning on January 1 of a calendar year and ending December 31 of the same calendar year, and hereafter shall mean the then-current period of Seller’s fiscal year. Seller shall deliver prompt written notice to Purchaser of any change to its fiscal year, and the Parties shall negotiate in good faith any changes to this Agreement required by such change in Seller’s Fiscal Year.

“**Total Daily Capacity**” means the capacity expressed in MGD that the Adkins water treatment facilities operated by the Seller are capable of producing on a daily basis. This Total Daily Capacity is based on the capabilities of the treatment and transmission facilities. As of the date hereof, the daily capacity of the Adkins water treatment plant is 60.0 MGD, thus the initial Total Daily Capacity is 60.0 MGD.

“**Total Flows**” means the measurement of potable water supplied by Seller to all of its retail and wholesale customers during the most recent Seller Fiscal Year.

“**Total Max Day Demands**” means the sum of Max Day Demands for all customers within all the customer categories.

ARTICLE II
GENERAL REPRESENTATIONS AND COVENANTS; TERM

Section 2.01 Representations of Seller. Seller hereby represents that it is a validly created governmental entity and a public body of the State of South Carolina and that it has the power, authority, and legal right to own and operate the Facilities and is capable of providing potable water as contemplated by this Agreement; that it has all necessary powers and authority to undertake and perform its obligations under this Agreement; that the execution and delivery of, and its performance under, this Agreement will not violate any judgment, decree, order, law, rule, permit, contract, or regulation; that no consent, permission, or approval that has not already been given is required for the valid execution and delivery of this Agreement by Seller; that this Agreement has been duly authorized, executed, and delivered by Seller, and constitutes a legal, valid, and binding obligation of Seller, enforceable in accordance with its terms; that, as of the Effective Date, there is no litigation or proceeding pending or threatened against or affecting Seller that (i) seeks to enjoin the performance of its obligations under this Agreement or (ii) if adversely determined, would materially adversely affect its ability to perform such obligations; and that it has taken all necessary action to authorize the execution and delivery of this Agreement and to perform its obligations under this Agreement.

Section 2.02 Ownership and Sale of Capacity in Facilities. The Facilities, and all related real and personal property, remain and shall at all times be the sole and absolute property of Seller; provided, however, Seller acknowledges that Purchaser has acquired the initial Allocated Capacity in the Facilities Benefiting Purchaser, and has the potential to acquire additional amounts of Allocated Capacity, in accordance with the provisions of this Agreement.

Section 2.03 Facilities Operation and Construction of Improvements.

(A) Seller represents that it has all rights, powers, authority, experience, and skills necessary to operate the Facilities and will have sufficient rights, powers, authority, experience and skills necessary to construct and operate any improvements to the Facilities as contemplated herein, including such permits, licenses or authorizations required from pertinent Federal, State or local authorities.

(B) Seller agrees that it will be solely responsible for the construction of any Normal Capital Improvements to the Facilities Benefiting Purchaser as contemplated herein subject, however, to Purchaser's compliance with all terms and conditions of the Agreement, including those pertaining to payment of the Initial Capacity Payment, any future Buy-In Charges, any required Regulatory Capital Payments, the Monthly Base Charge, and the Operation and Maintenance Charge. Purchaser will not be required to make any additional payments or contributions (other than by way of the Depreciation Charge) for Normal Capital Improvements.

(C) Prior to undertaking any Regulatory Capital Improvements to the Facilities Benefiting Purchaser that do not increase Allocated Capacity, Seller shall comply with the provisions of Section 3.01(B) hereof.

(D) After complying with the provisions of Section 3.01(B) hereof, Seller may make such modifications to any plans and specifications or construction contracts relating to Regulatory Capital Improvements to the Facilities Benefiting Purchaser without notifying Purchaser, provided that such modifications are not inconsistent with the intent of this Agreement and will not increase the projected costs of such Regulatory Capital Improvements by more than ten percent (10%) in the aggregate.

(E) Purchaser and its representatives and engineers shall have access to the Seller's premises upon which Facilities Benefiting Purchaser are, or are to be, located during business hours to inspect the construction of the improvements to the Facilities Benefiting Purchaser, but shall be subject at all times during their presence on the site to reasonable safety and security rules of Seller and will not interfere with the construction work. The rights of Purchaser and its representatives and engineers to review, monitor, and inspect the construction of improvements to the Facilities do not create the right to stop or otherwise impede construction.

(F) Seller shall obtain all approvals, licenses, and permits as and when required for the construction and operation of improvements to the Facilities Benefiting Purchaser.

Section 2.04 Representations of Purchaser. Purchaser represents that it is a political subdivision and municipal corporation existing under S.C. Const. art. XIII and Title 5 of the Code of Laws of South Carolina and that it has all necessary power and authority to own and operate Purchaser's System and to perform its obligations under this Agreement; that, upon information and belief, the execution and delivery of, and its performance under, this Agreement will not violate any judgment, decree, order, law, rule, permit, contract, or

regulation; that no consent, permission, or approval that has not already been given is required for the valid execution and delivery of this Agreement; that the Agreement has been duly authorized, executed, and delivered by Purchaser, and constitutes a legal, valid, and binding obligation of Purchaser, enforceable in accordance with its terms; that, as of the Effective Date, there is no litigation or proceeding pending or affecting Purchaser that (i) seeks to enjoin the performance of its obligations under this Agreement or (ii) if adversely determined, would materially adversely affect its ability to perform such obligations; and that Purchaser has taken all necessary action to authorize the execution and delivery of this Agreement.

Section 2.05 Purchaser's Rate Covenant. Purchaser covenants that at all times during the term of this Agreement it will impose such rates, fees, or charges upon its customers for services provided by Purchaser's System which will be sufficient at all times to enable the Purchaser to meet its obligations hereunder.

Section 2.06 Term of Agreement; Supersedes Prior Agreements; Entitlement to Benefits of Allocated Capacity.

(A) This Agreement shall be effective upon its execution and shall extend for an initial period commencing on such date and extending for forty (40) years from the Effective Date. Absent receipt of notice from a Party of its intent not to renew, this Agreement shall be automatically extended for two (2) periods of thirty (30) years, each. In the event any Party intends not to renew at the end of the initial or an extended term, such Party shall notify the other Party of its intent, in writing, not less than two (2) years prior to the end of such term.

(B) If Purchaser, through no fault of its own, is prevented from continuing under the terms of this Agreement through legal action, is otherwise subject to a court order enforcing the Purchaser's prior agreement with the Pickens Joint Regional Water System (the "PRJWS"), or if the PRJWS is successful in meeting its objective of opening, permitting, and operating a water treatment facility which has the capacity to supply the Purchaser's requirements by the PRJWS's projected date of January 1, 2027, the Purchaser shall have the right upon one (1) year's notice to the Seller to terminate this Agreement. In the event of a termination under this Section 2.06(B), the Purchaser is relieved of its obligation to make any future installment payments of the initial Buy-In Charge for the Allocated Capacity in the Facilities Benefiting Purchaser, but Purchaser will not receive a refund for any payments made under this Agreement prior the effective date of any such termination. Further, in the event of a termination by Purchaser pursuant to this paragraph, Purchaser will agree to reimburse Seller for the cost of the installation of the 12-inch gravity-fed transmission line serving Purchaser from the Seller's Cedar Rock storage facility.

(C) The Parties acknowledge and agree that the intention of this Agreement is that, by paying the initial Buy-In Charge and by funding monthly Depreciation Charges, Purchaser, and any Secondary Purchaser, will remain entitled to its Allocated Capacity in the Facilities Benefiting Purchaser for the term of this Agreement, and such further period of time during which the Parties shall operate under the terms and conditions of this Agreement, as long as Purchaser or a Secondary Purchaser is complying with all other terms and conditions of this Agreement. Further, should this Agreement expire as a result of Seller giving notice of its

intent to not renew same in accordance with Section 2.06(A) above, this shall not deprive Purchaser of the benefit of a refund of the initial Buy-In Charge for the Allocated Capacity in the Facilities Benefiting Purchaser, as adjusted, and Seller shall become obligated to make the payment to Purchaser of such refund as described in Section 2.06(D) below. Should Purchaser give notice of its intent not to renew this Agreement in accordance with Section 2.06(A) above, Seller shall have no obligation to make any payment to Purchaser of a refund of the initial Buy-In Charge for the Allocated Capacity in the Facilities Benefiting Purchaser. Purchaser will not be required to make any additional payments or contributions (other than by way of the Depreciation Charge) for Normal Capital Improvements to the Facilities Benefiting Purchaser during the term of this Agreement. Provided, that should this Agreement be in a terminated status for a period of time in excess of sixty (60) days during any term (initial or renewal) of this Agreement, Seller shall have the right to sell water from the Allocated Capacity to third parties notwithstanding anything in this Agreement to the contrary, the intent of the Parties being that Seller shall not be precluded from selling water in circumstances where Purchaser is not utilizing its Allocated Capacity.

(D) Should Seller determine not to renew this Agreement in accordance with Section 2.06(A) above after the expiration of the initial forty (40) year term or either thirty (30) year renewal term, Seller shall be obligated to pay Purchaser, or any Secondary Purchaser, a sum equal to a Buy-In Charge which reflects the factors which determine the Capacity of Facilities Benefiting Purchaser, as adjusted for then prevailing capacities, Reliable Capacity Planning Threshold and average daily percentage water loss for the Facilities. Should Purchaser, or any Secondary Purchaser, determine not to renew this agreement in accordance with Section 2.06(A) above after the expiration of the initial forty (40) year term, or any thirty (30) year renewal term, or to cease operating under the terms of this Agreement subsequent to the term hereof, Seller shall have no obligation to make any payment to Purchaser.

ARTICLE III **SALE AND PURCHASE OF ALLOCATED CAPACITY AND WATER**

Section 3.01 Allocated Capacity; Regulatory Capital Improvements.

(A) Seller and Purchaser have agreed that the Purchaser's Allocated Capacity in the Facilities Benefiting Purchaser on the Effective Date is 1.3 MGD. Prior to or upon the execution of this Agreement by Seller, Purchaser shall have paid or begun paying to Seller the Initial Capacity Payment in the amount of \$3,848,000.00 for the Allocated Capacity. The Initial Capacity Payment is determined based on the Allocated Capacity multiplied by the Buy-In Charge. The Buy-In Charge is based on the Capacity of Facilities Benefiting Purchaser which represents the Total Daily Capacity adjusted by the Reliable Capacity Planning Factor and the Average Daily Non-Revenue Water Factor.

Purchaser shall pay the Initial Capacity Payment installments in accordance with the schedule set forth in Schedule A attached to this Agreement. Purchaser may also pre-pay Initial Capacity Payment as provided in Schedule A.

For the purposes of determining the Capacity of Facilities Benefiting Purchaser, the Total Daily Capacity is adjusted to reflect the Reliability Capacity Planning Factor. The

Seller is obligated to submit certain plans, specifications, and application for permits to SCDES in order to construct any expansion to the Total Daily Capacity of its water treatment facilities within one hundred eighty (180) days of determining that the average daily demand of any of its water treatment facilities has reached 90% of its Total Daily Demand. Since the Reliability Capacity Planning Factor effectively requires the Seller to expand its Total Daily Capacity prior to incurring average daily demands equal to the Total Daily Capacity, the Total Daily Capacity does not represent the Capacity of Facilities Benefiting Purchaser.

Furthermore, all of the treated water produced at the water treatment facilities is not delivered to the Seller's customers due to Average Daily Non-Revenue Water (system flushing and backwashing, hydrant testing, line loss, etc.). For the purposes of this Agreement, the Total Daily Capacity is also adjusted to reflect an Average Daily Non-Revenue Water Factor of 15% when determining the Capacity of Facilities Benefiting Purchaser. An Average Daily Non-Revenue Water Factor of 15%, means that for every 1.00 gallon of water delivered to the customer the water treatment facilities must produce 1.15 gallons of treated water. This Average Daily Non-Revenue Water Factor is applied by multiplying the Total Daily Capacity by 1/1.15.

(B) Seller and Purchaser recognize that Regulatory Capital Payments for Regulatory Capital Improvements to the Facilities Benefiting Purchaser that do not increase Allocated Capacity may become necessary or desirable from time to time in order to comply with applicable Federal, State and local laws with respect to the Allocated Capacity. Should Seller desire, or be required, to make any such Regulatory Capital Improvements, it shall consult with Purchaser and describe the required Regulatory Capital Improvements in detail, including the need therefore and the expected costs thereof. Seller shall further estimate and inform Purchaser whether such Regulatory Capital Improvements to the Facilities Benefiting Purchaser will cause an increase in the Monthly Base Charge or the Operation and Maintenance Charge to Purchaser. Upon the completion of any required Regulatory Capital Improvements to the Facilities Benefiting Purchaser, Purchaser shall pay a Regulatory Capital Payment in an amount sufficient to fully reimburse Seller for Purchaser's Pro Rata Share of the Regulatory Capital Costs incurred by Seller in making such Regulatory Capital Improvements. Purchaser shall pay such Regulatory Capital Payment and may at its option do so in installments, with payments for Regulatory Capital Improvements not exceeding \$3,000,000.00 being made over a ten (10) year term and payments for Regulatory Capital Improvements exceeding \$3,000,000.00 being made over a twenty (20) year term, pursuant to commercially reasonable terms and conditions, including all costs incurred by Seller directly related to the Seller's financing of the Purchaser's portion of such costs. Such increases will go into effect on July 1 of the year following the Seller's notice to the Purchaser of the calculation of these increased costs.

Section 3.02 Sale of Water or Allocated Capacity by Purchaser; Limitations and Right of First Refusal; No Requirement on Seller for Normal Capital Improvements

(A) The Parties hereto agree that this Agreement shall in no way limit or prohibit the resale by Purchaser of any water received from the Seller, and that Purchaser shall be solely entitled to the proceeds of such sale. In addition, subject to the terms and conditions of this Section 3.02, Purchaser may sell, lease, or otherwise dispose of all or any portion of

its Allocated Capacity, subject to the provisions of Section 3.02 (B) below.

(B) Unless otherwise agreed by Seller, Purchaser may sell, lease, or otherwise dispose of all or part of its Allocated Capacity to a third party (the "Secondary Purchaser") only upon satisfaction of the following conditions:

(i) the Allocated Capacity shall first be offered to Seller on the same terms as have been offered by Purchaser to the Secondary Purchaser, except that Seller shall not pay more per gallon to reacquire the Allocated Capacity than Purchaser paid to acquire it under Section 3.01(A) or 4.01(B), and such offer shall remain open for a period of at least ninety (90) days unless extended by Purchaser;

(ii) if Seller elects not to purchase, lease, or otherwise acquire any portion of the Allocated Capacity proposed to be sold, leased, or otherwise disposed of to the Secondary Purchaser, then such portion may then be sold, leased, or otherwise disposed of by Purchaser to the Secondary Purchaser;

(iii) as a condition of any such sale, lease, or other disposition of the Allocated Capacity, the Secondary Purchaser shall have all the rights of the Purchaser and become obligated to discharge all obligations of the Purchaser under this Agreement with respect to the Allocated Capacity purchased, and Purchaser and Secondary Purchaser shall execute, acknowledge, and deliver to the Seller such instruments of transfer, assignment, and assumption and such other certificates, representations, governmental licenses, permits or approvals, and documents as Seller may deem reasonably necessary or desirable; and

(iv) no such sale, lease, or other disposition of Allocated Capacity shall relieve Purchaser of primary responsibility for the performance of any of its obligations with respect to the portion of the Allocated Capacity so sold, leased, or otherwise disposed of that accrued under this Agreement prior to the date of the sale, lease, or other disposition.

(C) Notwithstanding anything to the contrary in this Agreement, Seller shall have no obligation to make Normal Capital Improvements, Increased Capacity Capital Improvements, or other modifications, installations, or additions to the Facilities (or any other property, structure, equipment or feature of Seller's water system) to accommodate the sale of Allocated Capacity by Purchaser to the Secondary Purchaser. It is further expressly agreed and understood that the cost of any such Normal Capital Improvements, Increased Capacity Capital Improvements, or other modifications, installations, or additions to which Seller may agree shall be the sole responsibility of the Secondary Purchaser.

Section 3.03 Sale of Water; Delivery Sites of Water to Seller; Rates and Charges; Annual Budget; Flow Exceeding Allocated Capacity; Water Characteristics; Flow Restrictions and Limitations.

(A) During the term of this Agreement, and during any extended term, Seller shall be eligible to provide and make available for sale to Purchaser an amount of potable water equal to the Allocated Capacity.

(B) Water sold to Purchaser shall be measured by Seller, and delivered to Purchaser, at the Connecting Meter(s).

(C) Purchaser shall pay for water on a monthly basis at a rate consisting of the Monthly Base Charge plus the Operation and Maintenance Charge. Purchaser and Seller have agreed that, upon the Effective Date, and during the duration of the year in which this Agreement is executed and delivered, the initial Monthly Base Charge based on current conditions shall be \$16,236.66. Seller agrees to install a 12-inch gravity-fed main which will provide water to Purchaser from the Seller's Cedar Rock storage facility. Upon completion of this new main, the Monthly Base Charge will increase to \$17,322.00. The initial Operation and Maintenance Charge shall be \$0.66 per thousand gallons of Metered Flow. For each succeeding year, the Monthly Base Charge and the Operation and Maintenance Charge for such year shall be established annually as set forth in Section 3.04 (B) below.

(D) Purchaser agrees to pay any applicable Excess Usage Surcharge for a Monthly Billing Cycle. In addition, if there are sixty (60) or more Overage Days during any consecutive 365-day period, then Seller may require that Purchaser purchase additional Allocated Capacity in an amount that (i) is equal to or greater than the Minimum Future Capacity Purchase, and (ii) causes Purchaser's Allocated Capacity to equal or exceed Purchaser's average consumption during all of such Overage Days.

(E) Seller shall provide to Purchaser potable water of sufficient quality to allow Purchaser to meet all applicable standards for drinking water required by the Federal Environmental Protection Agency and the South Carolina Department of Health and Environmental Control at the point of final delivery by Seller to Purchaser at the Connecting Meter. Seller and Purchaser agree, however, that isolated instances of violations of such standards shall not constitute a violation of this Agreement, it being understood that the presence of constituents in water supplies may occasionally exceed such standards without compromising the safety or health of consumers.

(F) In the event of Drought, Purchaser shall be subject to mandatory water conservation requirements and as Seller shall reasonably impose.

Section 3.04 Payment for Water Services; Computation of Rates and Charges; Payment Obligation.

(A) For the term or any extended term of this Agreement, Purchaser shall pay to Seller the amounts due as billed in accordance with the terms and conditions of this Agreement. Beginning the month after the Effective Date, Seller shall invoice Purchaser for each Monthly Billing Cycle and Purchaser shall remit payment within thirty (30) days thereafter. All monies due Seller shall be paid in immediately available United States currency.

(B) Each year, the Monthly Base Charge, Operation and Maintenance Charge, and Excess Usage Surcharge are subject to adjustment as determined by Seller based on its evaluation of its audited financial statements for the preceding Seller Fiscal Year. The average daily percentage water loss for the Facilities will also be subject to annual adjustment

as determined by the Seller based on its annual evaluation of water loss. Seller will notify the Purchaser of the adjusted Monthly Base Charge, Operation and Maintenance Charge and Excess Usage Surcharge at least 60 days prior to going into effect. The adjusted Monthly Base Charge, Operation and Maintenance Charge, and Excess Usage Surcharge will go into effect on July 1 of the year following the end of the applicable Seller Fiscal Year and shall be applicable for the succeeding twelve (12) month period. Seller shall provide such information to Purchaser as is reasonably necessary to review and separately calculate the adjusted Monthly Base Charge, Operation and Maintenance Charge, and Excess Usage Surcharge.

(C) At the request of Purchaser, Seller agrees to make senior finance and/or engineering personnel available to meet with representatives of Purchaser, prior to the adoption of the adjusted rates and charges in order to discuss in detail their effect upon Purchaser. In the event that Purchaser disagrees with the adjusted Monthly Base Charge, Operation and Maintenance Charge, and/or Excess Usage Surcharge, Seller agrees to meet and further discuss the adjusted Monthly Base Charge, Operation and Maintenance Charge, and/or Excess Usage Surcharge. Notwithstanding any such objections, Seller has the exclusive and absolute right to set rates and charges for the provision of its water supply service. Regulatory Capital Payments that do not increase Allocated Capacity shall not be subject to the provisions of this Section 3.04(B), it being understood and agreed that such Regulatory Capital Payments will be incurred by Seller as necessary in accordance with Section 3.01 (B) above, with such increases going into effect on July 1 of the year after which Seller gives notice to Purchaser.

(D) Purchaser obligates and binds itself to punctually make the payments of the rates and charges required hereunder, free of any deduction, and without abatement, diminution, or set-off of any sort, subject only to any adjustment for annual rate adjustments provided for in Section 3.04 (B), above.

(E) No payment required to be made by Purchaser hereunder shall constitute a debt or pecuniary obligation of Purchaser. Neither the faith nor the credit of the Purchaser is pledged for the payment of such amounts. Instead such payments will be payable solely from the revenues of Purchaser's System as operating expenses. Notwithstanding the foregoing, Purchaser acknowledges that it is obligated to make all payments set forth herein, including the installments for the Initial Capacity Payments set out in Schedule A, and its failure to do so will constitute an event of default triggering the remedies available to Seller under Section 5.01 below.

(F) On October 1 of each year, beginning with the calendar year following the Effective Date, Seller's senior management, finance and engineering personnel shall hold a meeting at Seller's offices with the senior management, finance, and engineering personnel of the Seller's wholesale customers that purchase Allocated Capacity (which includes Purchaser), to review Seller's rates and charges and their impact on such customers. Seller's personnel conducting this meeting shall review with such customers any significant changes in Seller's operating budget and Capital Improvement Program that may have an impact on rates and charges. This meeting shall commence at 10:00 a.m. on that day.

Section 3.05 Transmission Line and Connecting Meter Installation, Ownership, and

Inspection.

(A) Seller shall be responsible for the installation, operation, and maintenance of its transmission line(s) before and up to the point where a Connecting Meter is located, including a new 12-inch gravity-fed line to be constructed. Purchaser shall be responsible for the installation, operation and maintenance of its transmission line(s) from and after the point where a Connecting Meter is located.

(B) Purchaser shall be responsible for the cost of acquisition and installation of all Connecting Meters, which shall be transferred to Seller by bills of sale upon acceptance by Seller after installation and inspection. All Connecting Meters shall meet the specification and service capability criteria as are from time to time established by Seller for its other wholesale metered customers and shall be installed at such locations as mutually agreed upon by Seller and Purchaser based upon criteria to obtain the necessary readings.

(C) Seller agrees to conduct, or to permit Purchaser to conduct, such periodic inspection of the Connecting Meters as may be reasonably requested by Purchaser. Seller further agrees to provide to Purchaser copies of all data regarding the Connecting Meters as may be reasonably requested by Purchasers. In the event a Connecting Meter is determined to have malfunctioned, Metered Flows for such Connecting Meter will be deemed to be equal to the historical Metered Flows for such Connecting Meter for the same calendar period during the prior year. In the event that it shall be determined pursuant to any interim reading made at Purchaser's request that a Connecting Meter is functioning and reading properly, the cost of such interim reading or readings shall be paid by the Purchaser. Otherwise, the cost of such interim reading shall be considered as part of the Operation and Maintenance Costs.

Section 3.06 Operation and Maintenance of Facilities.

(A) Seller has the exclusive right to operate and maintain its Facilities and agrees to do so in a good and proper manner in accordance with all requirements of state and federal regulatory agencies consistent with Good Utility Practices.

(B) Seller shall designate a 24-hour contact person with authority to make day-to-day decisions relating to this Agreement and provide Purchaser with information sufficient to contact such person in an emergency.

(C) Seller shall obtain and maintain, or cause to be obtained and maintained, with responsible insurers all such insurance on the Facilities and Connecting Meters (to the extent applicable insurance is available) which is customarily maintained with respect to properties of like character against accident to, loss of, or damage to such properties. Purchaser shall obtain and maintain with responsible insurers all such insurance against accident, loss, or damage which is customarily maintained with respect to Purchaser's transmission lines or property of like character connected to the Facilities.

Section 3.07 Books and Records. Seller shall maintain accounting records with a level of detail sufficient for the calculation of the rates and charges associated the Facilities Benefiting Purchaser. Accounting records will be maintained in accordance with generally accepted

accounting principles and auditing standards related to governmental entities and audited annually by the Independent Certified Public Accountant. All books and records of Seller pertaining to the Facilities shall be available to Purchaser for inspection at all reasonable times upon reasonable notice, with Purchaser to pay Seller's reasonable costs for providing Purchaser with such books and records.

ARTICLE IV ADDITIONAL CAPACITY

Section 4.01 Purchase of Additional Allocated Capacity; Expansion of the Facilities to Provide Additional Capacity.

(A) If Purchaser determines that it desires to purchase additional Allocated Capacity in the Facilities Benefiting Purchaser, it may apply to do so, but only in amounts equal to or greater than the Minimum Future Capacity Purchases. At such time as Purchaser ascertains that it desires additional Allocated Capacity, it shall so notify Seller in writing, setting forth its estimate of desired additional Allocated Capacity and its estimate of when it desires to have such additional Allocated Capacity. Within a reasonable period after receipt of such notice, Seller will advise Purchaser with respect to Seller's willingness and ability to provide additional Allocated Capacity to Purchaser. Should Seller be so willing, representatives of Seller and Purchaser shall meet and exchange information in order to determine (i) the precise amount of additional capacity required to comply with Purchaser's request for additional Allocated Capacity and to accommodate such other expansions of capacity as Seller may determine to be necessary or desirable in connection therewith, (ii) the time-frame within which such additional Allocated Capacity is needed and can reasonably be made available, (iii) the manner of providing such additional Allocated Capacity, and (iv) such other matters relating to the provision of such additional Allocated Capacity as Seller or Purchaser may deem necessary.

(B) If Seller is willing and has the ability to provide such additional Allocated Capacity as part of the existing Facilities Benefiting Purchaser, Seller shall grant Purchaser's request to make a Future Capacity Purchase. Purchaser shall pay Seller an amount to be determined based on the prevailing Buy-In Charge at the time of the Future Capacity Purchase and the amount of additional Allocated Capacity to be acquired. However, should Seller determine, in its sole discretion and for its own purposes unrelated to the provision of additional capacity, to incur Increased Allocated Capacity Capital Improvements beyond that which is required to provide Purchaser with additional Allocated Capacity, then and in that event Purchaser shall be required to reimburse Seller only to the extent necessary to address Purchaser's request for additional Allocated Capacity.

(C) If such additional Allocated Capacity is not reasonably available as part of the existing Facilities Benefiting Purchaser, then Seller may agree to expand the Facilities to provide such desired additional Allocated Capacity, but shall be under no obligation to do so. Should Seller agree to do so, all costs of providing such Increased Allocated Capacity Capital Improvements shall be assumed by Purchaser except to the extent Seller increases capacity at the same time beyond that which Purchaser desires, in which case Purchaser shall be obligated only to the extent of its Pro Rata Share. If there is inadequate capacity in the

Facilities Benefiting Purchaser to accommodate Purchaser's request for additional Allocated Capacity, but Seller agrees to provide such additional Allocated Capacity, then Seller shall undertake the design and construction of the improvements to the Facilities necessary to provide the additional Allocated Capacity requested by Purchaser in a timely manner and diligently pursue the completion thereof such that said additional Allocated Capacity will be available on or before the date agreed upon by the Parties, however, that prior to Seller's undertaking of such obligations the following conditions are met, all to Seller's sole satisfaction:

(1) the requested availability date of additional Allocated Capacity shall be not less than six (6) months following the date of the notice delivered by Purchaser pursuant to Section 4.01(A) above;

(2) Seller shall not be required to add capacity to the Facilities in increments of less than ten (10) MGD;

(3) Purchaser shall advance such funds as Seller may reasonably require to cover the design and engineering expenses of the improvements needed to the Facilities Benefiting Purchaser necessary to provide the additional Allocated Capacity requested by Purchaser; and

(4) Purchaser shall have made provision for the payment of the Future Capacity Purchase associated with the additional Allocated Capacity and documented same to Seller's satisfaction.

(D) The Parties hereto agree to modify and amend this Agreement to the extent necessary to provide for the adjustment of the Allocated Capacity as a result of any increase in the Capacity of Facilities Benefiting Purchaser requested by the Purchaser.

ARTICLE V **EVENTS OF DEFAULT; REMEDIES**

Section 5.01 Events of Default; Remedies.

(A) To the extent permitted by law,

(1) In the event that Purchaser fails to make any monetary payment required by this Agreement within ten (10) days from the delivery of written notice to Purchaser of such failure, Seller may institute such action as may be necessary to enforce payment of such amounts, including interest on past due amounts, from the date such amount becomes due until paid in full, at a default interest rate of ten percent (10%) per annum, plus all bank charges and attorney and other professional fees incurred by Seller as a result thereof.

(2) In the event that Purchaser fails to perform any non-monetary covenant or agreement herein made within thirty (30) days from the date of written notice to Purchaser of such failure, Seller may bring action against Purchaser for the specific performance by Purchaser of such other covenant or agreement.

(3) In the event that a failure by Purchaser to perform any covenant or agreement herein made is the proximate cause of any physical damage to Seller's Facilities, then Purchaser shall be responsible for the cost of repairing such damages, and Seller may bring an action therefor.

(4) If Seller shall become indebted to Purchaser by reason hereof, Purchaser shall have the right to offset such indebtedness against its obligations to make payments under this Agreement.

(5) In the event that Seller fails to perform any material covenant or agreement herein made within thirty (30) days from the date of written notice to Seller of such failure, Purchaser may bring action against Seller for the specific performance by Seller of such covenant or agreement.

(B) In addition to any remedies provided under law or herein, should Purchaser fail to perform its obligation to pay the installment(s) of the Initial Capacity Payments under Section 3.01 and Schedule A, then upon the event of such default Seller shall be entitled to increase the water rate Purchaser pays under Section 3.03(c) to the rate which Seller charges to its wholesale customers which have not acquired capacity in Seller's facilities by having paid a Buy-In Charge. This increased water rate shall apply until such time as Purchaser shall have remitted any unpaid installment(s) to Seller plus interest at a rate of ten percent (10%) per annum..

ARTICLE VI **FORCE MAJEURE**

Section 6.01 Effects of Force Majeure. If by reason of Force Majeure either Party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement, then if such Party shall give notice and full particulars of such Force Majeure in writing to the other Party within a reasonable time after occurrence of the event or cause relied on, the obligation of such Party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, but for no longer period, and any such Party shall endeavor to remove or overcome such inability with all reasonable dispatch.

ARTICLE VII **MISCELLANEOUS**

Section 7.01 Binding Arbitration; Waiver of Jury Trial; Jurisdiction and Venue.

(A) In the event of any dispute arising out of or relating to this Agreement, **except as to any payment due from Purchaser to Seller under this Agreement and any matter pertaining to the term or any extended term of this Agreement**, Seller and Purchaser agree that, at the request of any Party hereto, a senior representative of each Party to the dispute will review the matter in dispute and, at the request of either Party, meet in person to discuss the matter at the place of business of the Party who is requesting the meeting (or at

such other location as agreed to by the Parties) within ten (10) days of the request. If the dispute cannot be resolved through settlement within twenty (20) days after the date of such request, either Party shall be free to pursue such rights or remedies that may be available under this Agreement, at law, or in equity. Nothing in this Section shall preclude any Party from exercising any right to seek injunctive relief or any right of termination created herein, at law, or in equity prior to the expiration of the period for discussion set forth in this Section except to the extent provided in Section 2.03(D), above.

(B) UPON DEMAND OF EITHER PARTY, WHETHER MADE BEFORE OR AFTER INSTITUTION OF ANY JUDICIAL PROCEEDING, ANY DISPUTE, CLAIM OR CONTROVERSY ARISING OUT OF, CONNECTED WITH OR RELATING TO THIS AGREEMENT OR ANY RELATED DOCUMENT (A “DISPUTE”) BETWEEN OR AMONG THE PARTIES HERETO AND TO THE RELATED DOCUMENTS EXCEPT AS TO RELIEF SOUGHT BY SELLER FOR PAYMENT FOR WATER SERVICE AS SET FORTH IN THIS AGREEMENT OR RELIEF SOUGHT BY SELLER AS TO THE TERM OR EXTENDED TERM OF THIS AGREEMENT SHALL BE RESOLVED BY BINDING ARBITRATION AS PROVIDED HEREIN. INSTITUTION OF A JUDICIAL PROCEEDING BY A PARTY DOES NOT WAIVE THE RIGHT OF THAT PARTY TO DEMAND ARBITRATION HEREUNDER. DISPUTES MAY INCLUDE, WITHOUT LIMITATION, TORT CLAIMS, COUNTERCLAIMS, CLAIMS BROUGHT AS CLASS ACTIONS, CLAIMS ARISING FROM DOCUMENTS EXECUTED IN THE FUTURE, DISPUTES AS TO WHETHER A MATTER IS SUBJECT TO ARBITRATION, OR CLAIMS CONCERNING ANY ASPECT OF THE PAST, PRESENT OR FUTURE RELATIONSHIPS ARISING OUT OF OR CONNECTED WITH THIS AGREEMENT OR THE RELATED DOCUMENTS. ARBITRATION SHALL BE INITIATED, CONDUCTED UNDER AND GOVERNED BY THE COMMERCIAL FINANCIAL DISPUTES ARBITRATION RULES (THE “ARBITRATION RULES”) OF THE AMERICAN ARBITRATION ASSOCIATION (THE “AAA”) AND THE FEDERAL ARBITRATION ACT. ALL ARBITRATION HEARINGS SHALL BE CONDUCTED IN PICKENS COUNTY, SOUTH CAROLINA. THE EXPEDITED PROCEDURES SET FORTH IN RULE 53, ET. SEQ. OF THE ARBITRATION RULES SHALL BE APPLICABLE TO CLAIMS OF LESS THAN \$50,000. ALL APPLICABLE STATUTES OF LIMITATIONS SHALL APPLY TO ANY DISPUTE. A JUDGMENT UPON AN AWARD IN ARBITRATION MAY BE ENTERED IN ANY COURT HAVING JURISDICTION. NOTWITHSTANDING ANYTHING FOREGOING TO THE CONTRARY, A HEARING SHALL BEGIN WITHIN NINETY (90) DAYS AFTER A DEMAND FOR ARBITRATION AND SHALL BE CONCLUDED WITHIN ONE HUNDRED TWENTY (120) DAYS AFTER SUCH DEMAND. THESE TIME LIMITATIONS MAY NOT BE EXTENDED UNLESS THE PARTIES MUTUALLY AGREE TO SUCH EXTENSION OR A PARTY SHOWS CAUSE FOR EXTENSION AND THEN FOR NO MORE THAN A TOTAL OF SIXTY (60) DAYS UNLESS THE PARTIES MUTUALLY AGREE TO A LONGER EXTENSION. ARBITRATORS SHALL BE SELECTED FROM THE COMMERCIAL FINANCIAL DISPUTE ARBITRATION PANEL OF THE AAA IF NOT MUTUALLY AGREED UPON BY THE PARTIES. THE PARTIES HERETO DO NOT WAIVE APPLICABLE FEDERAL OR STATE SUBSTANTIVE LAW

EXCEPT AS PROVIDED HEREIN.

(C) THE PARTIES HERETO ACKNOWLEDGE THAT BY AGREEING TO BINDING ARBITRATION THEY HAVE EACH, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IRREVOCABLY WAIVED ANY RIGHT THEY MAY HAVE TO A JURY TRIAL WITH REGARD TO A DISPUTE. ALL PARTIES HEREBY CONSENT TO VENUE IN THE STATE AND FEDERAL COURTS IN PICKENS COUNTY, SOUTH CAROLINA AREA.

Section 7.02 Notices. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given as follows: (i) on the date of delivery when hand-delivered to the Parties named below; or (ii) three (3) days following the date when mailed by certified or registered mail, postage prepaid, and addressed as follows:

If to the Seller:

Chief Executive Officer
Greenville Water
P. O. Box 687
Greenville, South Carolina 29602

If to the Purchaser:

Mayor
City of Pickens, SC
219 Pendleton St
Pickens, South Carolina 29671

Rejection or other refusal to accept or inability to deliver because of a changed address of which no notice was given shall be deemed to be receipt of the notice, request, or other communication. Any Party may, by written notice given to the other Party, designate any further or different addresses to which subsequent notice, certificates, or other communications shall be sent.

Section 7.03 Authority/Beneficiaries. Each Party hereto hereby represents and warrants that all appropriate action has been taken by their respective governing bodies to authorize the execution of and the performance of the obligations set forth in this Agreement and that the person executing the Agreement on its behalf has been duly authorized to do so. This Agreement shall inure to the benefit of and shall be binding upon Seller and Purchaser and their respective successors or assigns.

Section 7.04 Severability. In the event any provision of this Agreement, other than the term or extended term provided for herein, shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 7.05 Counterparts. This Agreement may be executed in several counterparts, each

of which shall be an original and all of which shall constitute but one and the same instrument.

Section 7.06 Governing Law. This Agreement is prepared and entered into with the intention that the law of the State of South Carolina shall govern its construction, without regard for its conflict of law principles.

Section 7.07 Amendments. This Agreement may not be amended, changed, modified, or terminated without in each instance the prior written consent of the Parties hereto.

Section 7.08 No Adverse Presumption. Seller and Purchaser hereby acknowledge that this Agreement arose as the result of arm's length negotiations between the Parties and that this Agreement, although manually prepared by representatives of Seller, was prepared with the advice, consent, recommendation and review of Purchaser and/or Purchaser's counsel, and is the product of input by both Parties hereto. As a result, any ambiguity or uncertainty is not to be construed against the Party whose counsel prepared this Agreement on the grounds that such Party's representatives drafted this Agreement.

Section 7.09 Third Parties. This Agreement does not and is not intended to confer in favor of any parties other than Seller and Purchaser any rights or remedies whatsoever, the Parties hereto intending by the provisions hereof to confer no such benefits or status.

Section 7.10 Captions. The Section headings of this Agreement are inserted for convenience only and shall not constitute a part of this Agreement in construing or interpreting any provisions hereof.

Section 7.11 Amendment to Payments. The Parties acknowledge that the Seller is undertaking a review of methodology for calculating the payments due under this Agreement. Once that process is complete, if the Parties agree, they may amend this Agreement to reflect those new charges. If the Parties are unable to agree to terms of an amended agreement at that time, this Agreement shall terminate. In the event of a termination under this Section 7.11, the Purchaser is relieved of its obligation to make any future installment payments of the initial Buy-In Charge for the Allocated Capacity in the Facilities Benefiting Purchaser, but Purchaser will not receive a refund for any payments made under this Agreement prior the effective date of any such termination.

Section 7.12 Further Assurances. The Parties agree to give such further assurances, and to execute, acknowledge and deliver such other instruments as shall be reasonably necessary or appropriate in the judgment of the other Party to carry out the intent of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be signed in their names by their duly authorized officers as of the date first written above.

GREENVILLE WATER

WITNESS/ATTEST:

By:
Its: Chief Executive Officer

CITY OF PICKENS

By:
Its:

SCHEDULE A

1. At or before the signing of the Agreement, Purchaser shall have paid to Seller the sum of \$_____ which shall constitute the first installment of the Initial Capacity Payment due from Purchaser to Seller. Thereafter, Purchaser shall pay to Seller on a monthly basis the sum of \$_____ for ___ months until the total sum of \$_____ has been paid to Seller. These monthly payments are due on the first day of each month and are in addition to any other monthly or other payments due from Purchaser to Seller under the Agreement.

2. Seller may pre-pay the Initial Capacity Payment at the discounted sum of \$_____ at or before the signing of the Agreement.