

**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](http://www.cityofpickens.com)

## AGENDA

### CITY COUNCIL REGULAR

**MEETING Monday**

**September 29, 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 MAYOR SCIPIO:
4. COMMENTS FROM CITIZENS:
5. ADMINISTRATOR'S REPORT:
6. FINANCE DIRECTORS REPORT:
7. APPROVAL OF MEETING MINUTES:  
August 11, 2025, Regular Meeting  
August 25, 2025, Work Session  
September 8, 2025, Regular Meeting  
September 17, 2025, special Called
8. APPROVAL OF RESOLUTION NO. 2025 R-2 OF THE CITY OF PICKENS SOUTH CAROLINA,  
EXPRESSING GRATITUDE TO THE SOUTH CAROLINA STATE GUARD FOR THEIR ASSISTANCE  
FOLLOWING HURRICANE HELENE:
9. FIRST READING OF ORDINANCE NO. 2025-06 AMENDING THE BUSINESS LICENSE ORDINANCE OF  
THE CITY OF PICKENS TO UPDATE THE CLASS SCHEDULE AS REQUIRED BY ACT 176 OF 2020:
10. FIRST READING OF ORDINANCE NO. 2025-09 TO AMEND CHAPTER 5 "BUILDING AND BUILDING  
REGULATIONS" OF THE CITY OF PICKENS, SOUTH CAROLINA TO PROVIDE FOR THE SPECIAL  
PROPERTY TAX ASSESSMENTS AUTHORIZED BY SECTION 4-9-195 AND MADE APPLICABLE TO  
MUNICIPALITIES BY SECTION 5-21-140 OF THE SOUTH CAROLINA CODE OF LAWS AS TO REAL

PROPERTY WHICH QUALIFIES AS "REHABILITATED HISTORIC PROPERTY" AND OTHER MATTERS RELATED THERETO:

11. FIRST READING OF ORDINANCE NO. 2025-13 TO AMEND CHAPTER 5 "BUILDING AND BUILDING REGULATIONS" OF THE CITY OF PICKENS, SOUTH CAROLINA TO ADD HISTORIC DESIGNATION:
12. FIRST READING OF ORDINANCE NO. 2025-11 AUTHORIZING THE EXECUTION AND DELIVERY OF A DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF PICKENS, SOUTH CAROLINA AND BRD LAND AND INVESTMENT WITH RESPECT TO CERTAIN INVESTMENTS MADE IN THE CITY; AUTHORIZING THE EXECUTION AND DELIVERY OF A DEVELOPMENT AGREEMENT; AND PROVIDING FOR OTHER RELATED MATTERS:
13. FIRST READING OF ORDINANCE NO. 2025-12 TO ADOPT ZONING CLASSIFICATION OF CERTAIN PROPERTY LOCATED ON WOLF CREEK ROAD PARCEL #4180-00-46-1109 OWNED BY E. DEAN HOLDER, TRUSTEE OF TRUST B FBO E. DEAN HOLDER CREATED UNDER THE EDGAR O. HOLDER REVOCABLE TRUST U/A DATED NOVEMBER 8, 2006, TO THE PLANNED DEVELOPMENT ZONING DISTRICT:
14. REQUEST FOR \$4000.00 FOR THE APPALACHIAN FOLK FESTIVAL:
15. APPROVAL OF A MEMORANDUM OF AGREEMENT BETWEEN SOUTH CAROLINA DEPARTMENT OF TRANSPORTATION AND THE CITY OF PICKENS:
16. COMMENTS FROM COUNCIL:
17. ADJOURNMENT:

**City of Pickens  
Council Meeting  
Finance Director's Report  
September, 2025**

Finance Report as of September, 2025

- In addition to centralizing supply orders the city continues ongoing efforts to minimize expenses. We have audited all devices on our Verizon bill and eliminated those no longer in use. We are auditing our IT services and devices with Rocky during our IT change over. We are also working with Cintas to find more cost-efficient ways to handle uniforms and janitorial needs. We are analyzing our Enterprise Fleet invoice as well, to make sure we are operating as efficiently as possible.
- Our annual vehicle inventory lists have been submitted to department heads to keep insurance and capital asset recordings up to date.
- The Pickens Savings and Loan CD has been closed out and deposited to the General Fund. This reimbursed the city for the land purchase of \$122,793.65 and left an additional remaining balance of \$35,883.83. I recommend this balance be allocated towards additional code enforcement expenses, utility salary expense, and the purchase of iPads for council.
- The FY24 audit has been scheduled for January 2026 with the FY25 following in March 2026. This will get us caught up and back in compliance with the State.
- All internal and external transfers (between Gf, UF and Hospitality Fund) have been completed. This includes a transfer from the Hospitality Account in the amount of \$600,00.00 as per budget to cover associated expenses that will be paid out through the General Fund.
- Enclosed in your packet, please note the exception report for overages is for FY24-25

Mandy K. Hess  
Finance Director  
City of Pickens



**Monthly Financial Report  
Fiscal Year 2025 Through  
22-Sep-25**

**GENERAL FUND**

<i>Category</i>	<i>Annual Budget</i>	<i>YTD Actual</i>	<i>% of Budget</i>	<i>% Year Passed</i>
Revenues	\$ 6,122,209	\$ 1,216,071	19.9%	20.8%
Expenditures	\$ 6,122,209	\$ 1,628,533	26.6%	20.8%
Revenues Over (Under) Expenditures	\$ -	\$ (412,462)		

**UTILITY FUND**

<i>Category</i>	<i>Annual Budget</i>	<i>YTD Actual</i>	<i>% of Budget</i>	<i>% Year Passed</i>
Revenues	\$ 4,360,027	\$ 403,912	9.3%	20.8%
Expenditures	\$ 4,360,027	\$ 901,008	20.7%	20.8%
Revenues Over (Under) Expenditures	\$ -	\$ (497,096)		

**HOSPITALITY TAX FUND**

<i>Category</i>	<i>Annual Budget</i>	<i>YTD Actual</i>	<i>% of Budget</i>	<i>% Year Passed</i>
Revenues	\$ 600,000	\$ 69,042	11.5%	20.8%
Expenditures	\$ 600,000	\$ 272,287	45.4%	20.8%
Revenues Over (Under) Expenditures	\$ -	\$ (203,246)		

**RECONCILED BANK ACCOUNT BALANCES**

<i>Account</i>	<i>Balance</i>
Wells Fargo Operating Account	\$ 1,920,383
Wells Fargo Hospitality Tax Account	\$ 564,635
Wells Fargo Grant Account	\$ 20
South State Seized Account	\$ 98
South State PEPI Account	\$ 9,143
LGIP	\$ 830,423
TD Bank CD	\$ 257,327
<b>Total Cash in Bank</b>	<b>\$ 3,582,029</b>

# Year End Exception Report

FY 24-25

## **Administrative**

10-4150-6002 Software-Additional charges from VC3 and switch over to new IT company led to overages in most departments along with multiple hardware purchases.

10-4150-6005 Office Supplies-Supply orders will now be centralized and regulated by the Finance Department

10-4150-6030 Mayor & Council Expense-an additional conference was attended

10-4150-6065 Election Expense- The city did not anticipate a special election

10-4150-6075 Professional Fees-Additional fees associated with Joint Regional Water and Annexation/Development Negotiations

10-4150-8060 New Website-Additional hours were needed to complete this project

## **Police**

10-4210-5010 Overtime-Policy implemented to regulate and reduce overtime costs

10-4210-6005 Supplies- Supply orders will now be centralized and regulated by the Finance Department

10-4210-6127 Central Square-Fee was higher than previously anticipated

10-4210-6130 Automobile Expenses-Multiple repairs were needed for aging fleet

10-4210-6145 Dispatch Expense- The city understood that the county would not bill for dispatch services, but the agreement fell through.

10-4210-6155 Uniforms-Employee turnover led to additional uniform purchases

## **Public Works**

10-4310-5010 Overtime-Policy implemented to regulate and reduce overtime costs

10-4310-6130 Truck Expense- Trash truck needed extensive repairs multiple times

10-4310-6255 Office Supplies- Supply orders will now be centralized and regulated by the Finance Department

10-4310-6155 Uniforms-High pricing and employee turn over contributed to overages

## **Parks & Recreation**

10-4510-6005 Supplies/Office- Supply orders will now be centralized and regulated by the Finance Department

10-4510-6270 Volleyball Expense-More participants than expected

10-4510-6275 Baseball Expense- More participants than expected

10-4510-8055 Capital Improvement Plan-Overage due to playground project but cost was offset by the county with a 30k contribution

## **Court**

10-4650-6002 Software-Unanticipated hardware purchases

10-4650-6095 Miscellaneous-Office supplies that will now be centralized through the Finance Department

## **Utility Operations**

\*\*\* The majority of Utility overages are associated with CWS/In house transition as well as Greenville Water change over\*\*\*

60-4300-6002 Software

60-4300-6015 Fleet Maintenance

60-4300-6016 Building Repairs and Maintenance

60-4300-6017 Equipment Rentals

60-4300-6050 Power

60-4300-6075 Accounting & Auditing

60-4300-6135 Fleet Fuel

60-4300-6420 Asphalt Patching

60-4300-6421 Pump Station Maintenance

60-4300-6422 Lift Station Maintenance

60-4300-6430 Supplies- Supply orders will now be centralized and regulated by the Finance Department

60-4300-6470 Engineering Expense

### **Wastewater**

60-4320-6010 CWS O&M Fees

60-4320-6450 Wastewater Maint

### **Water Distribution**

60-4330-6395 Greenville Water Expense

60-4330-6475 Water Plant Maintenance

**CONSOLIDATED EXPENDITURE STATEMENT**

07/01/2025 To 09/22/2025

FY 2025-2026

Account	YTD (\$)	Budget (\$)	% Used
<b>Expenditure</b>			
<b>4150 Administrative</b>			
10-4150-5000 ADM. SALARIES	44,741.03	295,701.76	15
10-4150-5005 CITY COUNCIL SALARY (1/2)	4,846.20	24,000.00	20
10-4150-5015 SOCIAL SECURITY	3,723.80	22,621.21	16
10-4150-5020 RETIREMENT-EMPLOYER	9,524.08	55,043.07	17
10-4150-5035 HEALTH & LIFE INSURANCE	15,019.98	35,939.45	42
10-4150-6002 SFTWARE/COMP/EMAIL PER USER :	26,865.56	30,000.00	90
10-4150-6005 OFFICE SUPPLIES & EXPENSES	5,124.32	5,500.00	93
10-4150-6015 BUILDING REPAIRS & MAINTENANCI	3,652.77	6,410.10	57
10-4150-6025 TRAINING/DEVELOPMENT/DUES	8,886.85	10,000.00	89
10-4150-6030 MAYOR & COUNCIL EXPENSE	6,529.92	6,000.00	109
10-4150-6035 Sponsorships/Donations	2,000.00	14,000.00	14
10-4150-6050 OFFICE UTILITIES	2,763.14	14,000.00	20
10-4150-6075 PROFESSIONAL FEES	58,240.00	100,000.00	58
10-4150-6076 ACCOUNTING & AUDITING	4,412.50	100,000.00	4
<b>4150 Administrative Subtotal</b>	<b>\$342,291.83</b>	<b>\$853,323.43</b>	<b>40</b>
<b>4210 Police</b>			
10-4210-5000 POLICE SALARY	258,529.12	1,036,421.49	25
10-4210-5006 POLICE PART TIME SALARIES	7,865.37	44,994.56	17
10-4210-5010 POLICE OVERTIME	22,879.03	40,000.00	57
10-4210-5015 EMPLOYER SOCIAL SECURITY	21,296.13	80,000.00	27
10-4210-5020 RETIREMENT EMPLOYER	60,958.78	217,652.44	28
10-4210-5035 HEALTH & LIFE INSURANCE	29,144.61	141,037.92	21
10-4210-6005 SUPPLIES & EXPENSE	932.28	10,000.00	9
10-4210-6120 TRAINING & PROFESSIONAL DEVEL	6,715.51	12,394.69	54
10-4210-6125 TECHNOLOGY EXPENSE	2,745.07	35,000.00	8
10-4210-6127 DISPATCH CENTRAL SQUARE	0.00	16,000.00	0
10-4210-6130 AUTOMOBILE EXPENSE	14,227.86	45,000.00	32
10-4210-6135 FUEL EXPENSE	12,528.07	50,000.00	25
10-4210-6155 UNIFORMS	1,821.80	5,000.00	36
10-4210-6181 ENTERPRISE LEASE EXPENSE	30,508.91	102,000.00	30
<b>4210 Police Subtotal</b>	<b>\$477,777.09</b>	<b>\$2,003,304.27</b>	<b>24</b>
<b>4220 Fire Department</b>			
10-4220-5000 SALARIES FIREMEN	88,579.55	400,275.00	22
10-4220-5006 PART TIME SALARIES	7,409.30	59,220.00	13

10-4220-5010 OVERTIME	7,642.36	41,676.00	18
10-4220-5015 SOCIAL SECURITY	7,371.80	41,180.14	18
10-4220-5020 EMPLOYER RETIREMENT	21,923.85	114,335.45	19
10-4220-5035 HEALTH & LIFE INSURANCE	27,328.18	97,159.88	28
10-4220-6005 SUPPLIES-EXPENSE	602.92	6,000.00	10
10-4220-6015 BUILDING REPAIRS & MAINTENANCE	2,702.80	4,500.00	60
10-4220-6016 EQUIPMENT MAINTENANCE	3,375.17	10,000.00	34
10-4220-6025 MEMBERSHIP DUES	6,206.58	4,500.00	138
10-4220-6130 TRUCK EXPENSE	6,341.74	20,000.00	32
10-4220-6135 FUEL	1,146.08	9,000.00	13
10-4220-6185 TRAINING EXPENSES	25.00	5,500.00	0
10-4220-6205 HEALTH PHYSICALS	6,330.00	9,200.00	69
<b>4220 Fire Department Subtotal</b>	<b>\$208,591.46</b>	<b>\$1,033,060.38</b>	<b>20</b>

#### 4310 Public Works

10-4310-5000 PUBLIC WORKS SALARIES	97,047.42	374,799.28	26
10-4310-5006 PART TIME PUBLIC WORKS SALARIES	1,197.00	21,840.00	5
10-4310-5010 PUBLIC WORKS OVERTIME	3,028.29	13,577.75	22
10-4310-5015 PUBLIC WORKS SOCIAL SECURITY	7,164.89	31,010.56	23
10-4310-5020 PW RETIREMENT-EMPLOYER	18,225.85	76,136.30	24
10-4310-5035 HEALTH & LIFE INSURANCE	21,196.23	78,585.80	27
10-4310-6130 TRUCK EXPENSE	13,575.55	40,000.00	34
10-4310-6131 EQUIPMENT EXPENSE	1,798.53	10,000.00	18
10-4310-6135 PUBLIC WORKS FUEL	7,276.77	30,000.00	24
10-4310-6155 PW UNIFORMS	7,379.71	7,000.00	105
10-4310-6180 PRE EMPLOYMENT TESTING	592.00	500.00	118
10-4310-6215 PW MAINT'N EXPENSE	425.72	8,000.00	5
10-4310-6225 COUNTY LANDFILL TIPPING FEES	6,999.71	50,000.00	14
10-4310-6255 OFFICE SUPPLIES	1,611.10	2,500.00	64
10-4310-8045 ST/SAN CAPITAL EXPENSE	113,007.77	102,000.00	111
<b>4310 Public Works Subtotal</b>	<b>\$325,994.97</b>	<b>\$989,109.04</b>	<b>33</b>

#### 4510 Recreation

10-4510-5000 SALARIES RECREATION	59,208.88	248,558.00	24
10-4510-5006 PART TIME SALARIES	15,463.85	85,000.00	18
10-4510-5010 OVERTIME	2,274.80	5,000.00	45
10-4510-5015 RECREATION SOCIAL SECURITY	5,092.58	19,303.92	26
10-4510-5020 RETIREMENT-EMPLOYER	12,694.28	46,834.04	27
10-4510-5025 SCMIT (WORKERS COMP)	1,350.84	5,000.00	27
10-4510-5026 SCMIRF (LIABILITY & PROPERTY)	0.00	37,857.84	0
10-4510-5035 HEALTH & LIFE INSURANCE	10,028.35	38,042.59	26
10-4510-6002 SFTWARE/COMP/EMAIL PER USER	6,631.61	8,200.00	81
10-4510-6005 Supplies-Office	1,616.27	7,500.00	22
10-4510-6265 BASKETBALL EXPENSE	4,158.06	35,000.00	12

10-4510-6270	VOLLEYBALL EXPENSE	1,814.25	30,000.00	6
10-4510-6275	BASEBALL EXPENSE	628.17	25,000.00	3
10-4510-6279	CHEERING EXPENSES	8,447.81	5,000.00	169
10-4510-6280	FOOTBALL EXPENSE	4,370.12	30,000.00	15
10-4510-6281	SUMMER CAMP EXPENSE	13,255.35	12,500.00	106
10-4510-6285	CONCESSIONS	773.47	2,500.00	31
10-4510-6290	SOCCER EXPENSE	1,742.76	15,000.00	12

**4510 Recreation Subtotal    \$180,969.00    \$845,557.23    21**

**4520 Public Works-Grounds**

10-4520-5000	GROUNDS MAINT. SALARIES	3,826.13	34,341.24	11
10-4520-5006	PART TIME GROUND SALARIES	6,015.00	10,000.00	60
10-4520-5010	OVERTIME	851.55	1,000.00	85
10-4520-5015	SOCIAL SECURITY	331.01	1,929.28	17
10-4520-5020	RETIREMENT-EMPLOYER	824.71	4,680.69	18
10-4520-5035	HEALTH & LIFE INSURANCE	-61.90	3,340.18	-2
10-4520-6015	BUILDING REPAIRS & MAINTENANC	9,696.77	40,000.00	24
10-4520-6135	FUEL	4,024.44	8,000.00	50
10-4520-6235	CHEMICALS AND FERTILIZER	7,528.64	16,000.00	47
10-4520-6315	REC FIELD SETUP & MAINT	8,025.00	16,000.00	50
10-4520-6320	TRUCK AND EQUIP MAINT	6,246.14	10,000.00	62
10-4520-6321	GROUNDS MAINTENANCE	11,025.85	12,500.00	88
10-4520-6325	JANITORIAL SUPPLIES	1,844.30	10,000.00	18
10-4520-6326	TRAIL MAINTENANCE	3,122.65	8,000.00	39

**4520 Public Works-Grounds Subtotal    \$64,651.17    \$192,291.39    34**

**4650 Municipal Court**

10-4650-5000	MUNCIPAL COURT SALARIES	15,468.80	65,170.35	24
10-4650-5006	PART TIME JUDGE SALARY	520.00	12,000.00	4
10-4650-5015	SOCIAL SECURITY	1,050.84	5,903.54	18
10-4650-5020	RETIREMENT-EMPLOYER	2,907.84	14,322.82	20
10-4650-5025	SCMIT (WORKERS COMP)	1,350.88	2,500.00	54
10-4650-5035	HEALTH & LIFE INSURANCE	2,037.38	18,001.53	11
10-4650-5070	APPRECIATION/BONUS	0.00	165.00	0
10-4650-6002	SFTWARE/COMP/EMAIL PER USER !	200.00	1,500.00	13
10-4650-6050	TRAINING/TRAVEL	0.00	4,000.00	0
10-4650-6095	MISC EXPENSE	761.97	1,000.00	76
10-4650-6185	TRAINING/COURT EXPENSES	60.04	6,000.00	1
10-4650-6335	JURORS EXPENSE	0.00	5,000.00	0
10-4650-6340	PUBLIC DEFENDER	0.00	5,000.00	0

**4650 Municipal Court Subtotal    \$24,357.75    \$140,563.24    17**

**Expenditure**

**4530 Victims Assistance Fun**

11-4530-5006	PART TIME SALARIES	3,340.13	9,269.32	36
11-4530-5015	SOCIAL SECURITY	255.52	709.11	36

11-4530-5020 RETIREMENT-EMPLOYER	619.93	1,720.39	36
11-4530-6005 VICTIM SRV OPERATING EXPENSES	0.00	3,301.18	0
<b>4530 Victims Assistance Fun Subtotal</b>	<b>\$4,215.58</b>	<b>\$15,000.00</b>	<b>28</b>
<b>Expenditure Subtotal</b>	<b>\$4,215.58</b>	<b>\$15,000.00</b>	<b>28</b>

**Expenditure**

**4150 Hospitality**

15-4150-5000 SALARIES	10,553.17	44,446.93	24
15-4150-5010 OVERTIME	981.31	1,000.00	98
15-4150-5015 SOCIAL SECURITY	818.80	3,467.37	24
15-4150-5020 RETIREMENT-EMPLOYER	2,045.85	8,412.31	24
15-4150-6052 MAINTENANCE EXPENSE	0.00	10,000.00	0
15-4150-6305 DOWNTOWN LANDSCAPING	0.00	10,000.00	0
15-4150-6324 PORTABLE TOILETS	0.00	15,000.00	0
15-4150-6325 JANITORIAL SUPPLIES	0.00	10,000.00	0
15-4150-6960 MARKETING	6,792.00	28,000.00	24
15-4150-6961 PRA VISITOR CENTER	0.00	10,000.00	0
15-4150-6970 COMMUNITY FESTIVALS	4,500.00	25,000.00	18
15-4150-6971 JULY 4TH FESTIVAL	0.00	18,000.00	0
15-4150-6980 CHAMBER EVENTS	0.00	30,000.00	0
15-4150-6982 Teen Canteen Roof	8,550.00	100,000.00	9
15-4150-6987 TRANSFER TO GF FOR OH EXPENSI	228,800.00	228,800.00	100
<b>4150 Administrative Subtotal</b>	<b>\$263,444.56</b>	<b>\$574,568.41</b>	<b>46</b>

**5000 Bonds**

15-5000-8506 CONSERFUND LOAN - PRINCIPAL	8,842.81	9,231.59	96
<b>5000 Bonds Subtotal</b>	<b>\$8,842.81</b>	<b>\$9,231.59</b>	<b>96</b>
<b>Expenditure Subtotal</b>	<b>\$272,287.37</b>	<b>\$583,800.00</b>	<b>47</b>

**4520 Public Works-Grounds**

16-4520-6000 GROUNDS SPECIAL PROJECTS	587.00	100,000.00	1
Parking Lot			
<b>4520 Public Works-Grounds Subtotal</b>	<b>\$587.00</b>	<b>\$100,000.00</b>	<b>1</b>
<b>Expenditure Subtotal</b>	<b>\$9,479.02</b>	<b>\$100,000.00</b>	<b>9</b>

**Expenditure**

**4300 Utility Operations**

60-4300-8000 CAPITAL IMPROVEMENTS	30,493.95	159,000.00	19
<b>4300 Utility Operations Subtotal</b>	<b>\$30,493.95</b>	<b>\$159,000.00</b>	<b>19</b>
	<b>\$30,493.95</b>	<b>\$159,000.00</b>	<b>19</b>

**Expenditure**

**4300 Utility Operations**

60-4300-5000 O&M SALARIES	75,642.22	215,192.41	35
60-4300-5005 CITY COUNCIL SALARY (1/2)	4,846.20	24,000.00	20
60-4300-5010 OVERTIME	3,711.27	5,623.13	66
60-4300-5015 SOCIAL SECURITY EMPLOYER	5,867.98	16,749.03	35
60-4300-5020 SC RETIREMENT EMPLOYER	15,384.87	40,635.49	38
60-4300-5035 HEALTH & LIFE INSURANCE	10,396.91	21,054.86	49

60-4300-5070 CHRISTMAS EXPENSE	0.00	1,330.00	0
60-4300-6002 SOFTWARE/COMP/EMAIL PER USER :	8,410.44	40,000.00	21
60-4300-6005 OFFICE SUPPLIES & MAINT	1,755.63	4,000.00	44
60-4300-6015 FLEET MAINTENANCE	8,801.38	10,000.00	88
60-4300-6016 BUILDING REPAIRS & MAINTENANCE	344.48	10,500.00	3
60-4300-6017 EQUIPMENT RENTALS	3,748.52	5,000.00	75
60-4300-6050 POWER	13,794.47	15,000.00	92
60-4300-6135 FLEET FUEL	3,758.56	0.00	*100
60-4300-6421 PUMP STATION MAINTENANCE	25,748.64	96,000.00	27
60-4300-6422 LIFT STATION MAINTENANCE	0.00	20,000.00	0
60-4300-6430 O&M EQUIPMENT & SUPPLIES	1,784.64	3,000.00	59
60-4300-6431 WTR. METERS & BOXES	129,756.76	442,000.00	29
60-4300-6432 PIPES AND PARTS	33,599.51	95,000.00	35
60-4300-6434 WATER LINE CONTINGENCY	0.00	5,000.00	0
60-4300-6470 ENGINEERING EXPENSE	0.00	25,000.00	0
60-4300-6475 SEWER LINE CONTINGENCY	14,000.00	20,000.00	70

**4300 Utility Operations Subtotal    \$377,707.43    \$1,312,442.76    29**

**4320 Wastewater**

60-4320-5000 WASTE WATER SALARIES	40,274.08	215,192.41	19
60-4320-5015 SOCIAL SECURITY	2,527.19	16,749.03	15
60-4320-5020 SC STATE RETIREMENT-EMPLOYER	3,938.45	40,635.49	10
60-4320-5025 SCMIT (WORKERS COMP)	0.00	3,825.67	0
60-4320-5026 SCMIRF (LIABILITY & PROPERTY)	0.00	37,857.84	0
60-4320-5035 HEALTH & LIFE INSURANCE	532.23	20,969.21	3
60-4320-6010 CWS O&M FEES	33,717.88	202,307.28	17
60-4320-6050 POWER - WASTE WATER	16,729.15	80,000.00	21
60-4320-6235 CHEMICALS/WASTE WATER	0.00	7,000.00	0
60-4320-6440 SLUDGE DISPOSAL	3,459.77	40,000.00	9
60-4320-6450 WASTE WATER MAINTENANCE	1,458.86	30,000.00	5
60-4320-6455 LAB SUPPLIES / TESTING EXPENSE	5,434.34	12,000.00	45

**4320 Wastewater Subtotal    \$108,071.95    \$706,536.93    15**

**4330 Water Distribution**

60-4330-5000 WATER DIST SALARIES	40,853.51	215,192.41	19
60-4330-5010 WATER DIST OVERTIME	3,431.79	5,623.13	61
60-4330-5015 SOCIAL SECURITY/EMPLOYER	3,066.88	16,749.03	18
60-4330-5020 SC STATE RETIREMENT-EMPLOYER	8,107.19	40,635.49	20
60-4330-5025 SCMIT (WORKERS COMP)	0.00	5,000.00	0
60-4330-5026 SCMIRF (LIABILITY & PROPERTY)	0.00	37,857.84	0
60-4330-5035 HEALTH & LIFE INSURANCE	2,823.73	20,969.21	13
60-4330-6002 SOFTWARE/COMP/EMAIL PER USER :	3,590.65	10,000.00	36
60-4330-6050 POWER WATER DIST	4,941.46	10,000.00	49
60-4330-6235 CHEMICALS/WATER DIST	0.00	8,000.00	0
60-4330-6385 STATE - PERMIT FEES	18,480.00	25,000.00	74
60-4330-6395 GREENVILLE WATER EXPENSE	171,411.50	588,000.96	29

60-4330-6475 WATER PLANT MAINTENANCE	778.25	10,000.00	8
<b>4330 Water Distribution Subtotal</b>	<b>\$257,484.96</b>	<b>\$993,028.07</b>	<b>26</b>
<b>4800 Bonds</b>			
60-4800-8576 2021A W&S BOND PAYMENTS	70,266.70	405,012.70	17
60-4800-8577 2021B W&S BOND PAYMENTS	56,983.30	404,136.80	14
<b>4800 Bonds Subtotal</b>	<b>\$127,250.00</b>	<b>\$809,149.50</b>	<b>16</b>
<b>Expenditure Subtotal</b>	<b>\$870,514.34</b>	<b>\$3,821,157.26</b>	<b>23</b>
<b>Other Financing Use</b>			
<b>4300 Utility Operations</b>			
60-4300-9040 UTILITY TRANSFER 5%	379,869.74	379,869.74	100
<b>4300 Utility Operations Subtotal</b>	<b>\$379,869.74</b>	<b>\$379,869.74</b>	<b>100</b>
<b>Other Financing Use Subtotal</b>	<b>\$379,869.74</b>	<b>\$379,869.74</b>	<b>100</b>
<b>61 Stormwater Utility</b>			
<b>Expenditure</b>			
<b>6010 Stormwater</b>			
61-6010-6470 STORMWATER ENGINEERING EXPE	8,635.00	0.00	*100
61-6010-6605 STORMWATER OPERATING EXPENS	20.32	0.00	*100
61-6010-6625 FACILITY EROSION CONTROL	559.17	0.00	*100
<b>6010 Stormwater Subtotal</b>	<b>\$9,214.49</b>	<b>\$0.00</b>	<b>*100</b>
<b>Expenditure Subtotal</b>	<b>\$9,214.49</b>	<b>\$0.00</b>	<b>*100</b>

# DETAILED REVENUE & EXPENDITURE STATEMENT

07/01/2025 To 09/22/2025

FY 2025-2026

Account	YTD (\$)	Budget (\$)	% Used
<b>10 General Fund</b>			
<b>Revenue</b>			
<b>4150 Administrative</b>			
10-4150-4010 ELECTION FILING FEES	300.00	200.00	150
10-4150-4020 SIGN AND PLANNING PERMIT FEES	1,470.00	75,000.00	2
10-4150-4025 SCMIT REFUND (WORKERS COMP)	0.00	26,000.00	0
10-4150-4028 FEMA HELENE/FLOOD REIMBURSEM	5,771.36	150,000.00	4
10-4150-4040 CITY RENTALS	2,100.00	8,400.00	25
10-4150-4050 FRANCHISE FEES	29,276.03	485,000.00	6
10-4150-4055 MERCHANTS INVENTORY	3,609.08	15,000.00	24
10-4150-4060 PROPERTY TAX	31,618.44	575,000.00	5
10-4150-4061 HOMESTEAD EXEMPTION TAX	0.00	47,000.00	0
10-4150-4065 LOCAL OPTION SALES TAX	78,830.65	1,100,000.00	7
10-4150-4070 ACCOMMODATIONS TAX	0.00	21,200.00	0
10-4150-4071 AID TO SUBDIVISIONS	0.00	40,000.00	0
10-4150-4072 MFG PVE REIMBURSEMENT PROGR	0.00	250.00	0
10-4150-4075 LOCAL GOVT FUND	0.00	80,000.00	0
10-4150-4080 BUSINESS LICENSE	28,434.69	850,000.00	3
10-4150-4082 MASC BL Tax Revenue	24.27	0.00	*100
10-4150-4084 Building Permits	270.00	0.00	*100
10-4150-4085 SCMIRF INSURANCE CLAIMS	56,882.08	0.00	*100
10-4150-4175 INTEREST INCOME	888.55	300,000.00	0
10-4150-4180 MISCELLANEOUS/ALL OTHER	158,717.61	120,000.00	132
10-4150-4191 HOSPITAL TAX OH REIMBURSEMEN	228,800.00	228,800.00	100
10-4150-9005 UTILITY FUND TRANSFER 5%	379,869.74	0.00	*100
<b>4150 Administrative Subtotal</b>	<b>\$1,006,862.50</b>	<b>\$4,121,850.00</b>	<b>24</b>
<b>4210 Police</b>			
10-4210-4090 SCHOOL RESOURCE OFFICER REV	140,000.00	336,000.00	42
10-4210-4092 School Events Revenue	1,425.00	0.00	*100
10-4210-4095 MUNICIPAL FINES	11,811.55	120,000.00	10
10-4210-4099 MISCELLEANOUS REVENUE	135.00	0.00	*100
10-4210-4100 GOV DEALS REVENUE	3,750.00	0.00	*100
<b>4210 Police Subtotal</b>	<b>\$157,121.55</b>	<b>\$456,000.00</b>	<b>34</b>
<b>4220 Fire Department</b>			
10-4220-4215 IN CITY FIRE FEES	525.00	600,000.00	0
<b>4220 Fire Department Subtotal</b>	<b>\$525.00</b>	<b>\$600,000.00</b>	<b>0</b>
<b>4310 Public Works</b>			
10-4310-4112 SANITATION INSIDE CITY	36,415.50	368,343.58	10
10-4310-4122 SANITATION OUTSIDE CITY	4,389.00	66,145.66	7
10-4310-6218 2ND ROLL CART PURCHASE	63.91	0.00	*100

4310 Public Works Subtotal \$40,868.41 \$434,489.24 9

**4510 Recreation**

10-4510-4099 MISC REVENUE	190.00	0.00	*100
10-4510-4135 Basketball Fees	420.00	24,000.00	2
10-4510-4140 Volleyball Fees	3,733.30	35,000.00	11
10-4510-4145 Baseball/Softball Fees	0.00	14,000.00	0
10-4510-4150 Football & Cheering Fees	1,905.50	20,000.00	10
10-4510-4160 Facility Rentals	120.00	8,000.00	2
10-4510-4165 Soccer Fees	900.00	0.00	*100
10-4510-4170 SUMMER CAMP FEES	1,775.00	10,000.00	18
10-4510-4171 Soccer Fees	1,650.00	19,000.00	9

4510 Recreation Subtotal \$10,693.80 \$130,000.00 8

Revenue Subtotal \$1,216,071.26 \$5,742,339.24 21

**Expenditure**

**4150 Administrative**

10-4150-5000 ADM. SALARIES	44,741.03	295,701.76	15
10-4150-5005 CITY COUNCIL SALARY (1/2)	4,846.20	24,000.00	20
10-4150-5015 SOCIAL SECURITY	3,723.80	22,621.21	16
10-4150-5020 RETIREMENT-EMPLOYER	9,524.08	55,043.07	17
10-4150-5025 SCMIT (WORKERS COMP)	1,350.88	5,000.00	27
10-4150-5026 SCMIRF (LIABILITY & PROPERTY)	13,729.11	37,857.84	36
10-4150-5035 HEALTH & LIFE INSURANCE	15,019.98	35,939.45	42
10-4150-5070 Appreciation/Bonus	1,084.52	650.00	167
10-4150-6002 SFTWARE/COMP/EMAIL PER USER	26,865.56	30,000.00	90
10-4150-6004 HARRIS SOFTWARE SUPPORT	0.00	20,000.00	0
10-4150-6005 OFFICE SUPPLIES & EXPENSES	5,124.32	5,500.00	93
10-4150-6010 PLANNING EXPENSES	495.00	30,000.00	2
10-4150-6015 BUILDING REPAIRS & MAINTENANCE	3,652.77	6,410.10	57
10-4150-6025 TRAINING/DEVELOPMENT/DUES	8,886.85	10,000.00	89
10-4150-6030 MAYOR & COUNCIL EXPENSE	6,529.92	6,000.00	109
10-4150-6035 Sponsorships/Donations	2,000.00	14,000.00	14
10-4150-6050 OFFICE UTILITIES	2,763.14	14,000.00	20
10-4150-6065 ELECTION EXPENSE	0.00	10,000.00	0
10-4150-6070 MEDIA ADVERTISING	632.00	3,000.00	21
10-4150-6075 PROFESSIONAL FEES	58,240.00	100,000.00	58
10-4150-6076 ACCOUNTING & AUDITING	4,412.50	100,000.00	4
10-4150-6077 ORDINANCE CODIFICATION EXPENSE	1,274.05	5,000.00	25
10-4150-6080 CLEANING SERVICE & SUPPLIES	2,354.19	5,000.00	47
10-4150-6081 BUSINESS LICENSE EXPENSE	1,247.61	5,000.00	25
10-4150-6095 MISCELLANEOUS EXPENSE	184.67	100.00	185
10-4150-6180 PRE-EMPLOYMENT TESTING	76.00	0.00	*100
10-4150-8040 CAPITAL OUTLAY	122,793.65	0.00	*100
10-4150-8050 Department Contingency	0.00	5,000.00	0
10-4150-8060 New Website/Logo	740.00	7,500.00	10

4150 Administrative Subtotal \$342,291.83 \$853,323.43 40

**4210 Police**

10-4210-5000 POLICE SALARY	258,529.12	1,036,421.49	25
10-4210-5006 POLICE PART TIME SALARIES	7,865.37	44,994.56	17
10-4210-5010 POLICE OVERTIME	22,879.03	40,000.00	57
10-4210-5015 EMPLOYER SOCIAL SECURITY	21,296.13	80,000.00	27
10-4210-5020 RETIREMENT EMPLOYER	60,958.78	217,652.44	28
10-4210-5025 SCMIT (WORKERS COMP)	1,350.88	32,245.33	4
10-4210-5026 SCMIRF (LIABILITY & PROPERTY)	0.00	37,857.84	0
10-4210-5035 HEALTH & LIFE INSURANCE	29,144.61	141,037.92	21
10-4210-5070 APPRECIATION/BONUS	0.00	2,200.00	0
10-4210-6005 SUPPLIES & EXPENSE	932.28	10,000.00	9
10-4210-6015 BUILDING REPAIRS & MAINTENANCE	1,374.61	1,000.00	137
10-4210-6058 FIREARMS TRAINING/AMMO	352.46	3,500.00	10
10-4210-6075 PROFESSIONAL FEES	300.00	500.00	60
10-4210-6095 MISCELLANEOUS	1,551.56	2,000.00	78
10-4210-6120 TRAINING & PROFESSIONAL DEVELOPMENT	6,715.51	12,394.69	54
10-4210-6125 TECHNOLOGY EXPENSE	2,745.07	35,000.00	8
10-4210-6127 DISPATCH CENTRAL SQUARE	0.00	16,000.00	0
10-4210-6130 AUTOMOBILE EXPENSE	14,227.86	45,000.00	32
10-4210-6135 FUEL EXPENSE	12,528.07	50,000.00	25
10-4210-6140 RADIO MAINTENANCE	272.85	1,500.00	18
10-4210-6145 DISPATCH EXPENSE	0.00	48,000.00	0
10-4210-6150 COMMUNITY EDUCATION	1,220.20	3,000.00	41
10-4210-6155 UNIFORMS	1,821.80	5,000.00	36
10-4210-6160 HOUSING OF PRISONERS	128.97	10,000.00	1
10-4210-6180 PRE-EMPLOYMENT TESTING	842.00	1,000.00	84
10-4210-6181 ENTERPRISE LEASE EXPENSE	30,508.91	102,000.00	30
10-4210-6183 Evidence Room / Evidence Supplies	231.02	2,000.00	12
10-4210-6185 TASER EQUIPMENT	0.00	3,000.00	0
10-4210-6190 VEHICLE TECHNOLOGY (ARPA)	0.00	15,000.00	0
10-4210-9050 Police Contingency	0.00	5,000.00	0
<b>4210 Police Subtotal</b>	<b>\$477,777.09</b>	<b>\$2,003,304.27</b>	<b>24</b>

**4220 Fire Department**

10-4220-5000 SALARIES FIREMEN	88,579.55	400,275.00	22
10-4220-5006 PART TIME SALARIES	7,409.30	59,220.00	13
10-4220-5010 OVERTIME	7,642.36	41,676.00	18
10-4220-5015 SOCIAL SECURITY	7,371.80	41,180.14	18
10-4220-5020 EMPLOYER RETIREMENT	21,923.85	114,335.45	19
10-4220-5025 SCMIT (WORKERS COMP)	1,350.88	11,441.23	12
10-4220-5026 SCMIRF (LIABILITY & PROPERTY)	0.00	37,857.84	0
10-4220-5035 HEALTH & LIFE INSURANCE	27,328.18	97,159.88	28
10-4220-5050 VOLUNTEER FIRE	0.00	37,131.50	0
10-4220-5070 APPRECIATION/BONUS	0.00	1,200.00	0
10-4220-6002 SOFTWARE/COMP/EMAIL PER USER :	6,239.08	9,000.00	69
10-4220-6005 SUPPLIES-EXPENSE	602.92	6,000.00	10

10-4220-6015	BUILDING REPAIRS & MAINTENANCE	2,702.80	4,500.00	60
10-4220-6016	EQUIPMENT MAINTENANCE	3,375.17	10,000.00	34
10-4220-6025	MEMBERSHIP DUES	6,206.58	4,500.00	138
10-4220-6099	MISCELLANEOUS EXPENSE	390.13	1,925.00	20
10-4220-6130	TRUCK EXPENSE	6,341.74	20,000.00	32
10-4220-6135	FUEL	1,146.08	9,000.00	13
10-4220-6140	RADIO MAINTENANCE	383.57	7,000.00	5
10-4220-6141	AIR PACK MAINT'N & SERVICE	0.00	7,000.00	0
10-4220-6155	FIREMEN UNIFORMS	0.00	7,000.00	0
10-4220-6157	TURN OUT GEAR	2,792.70	31,000.00	9
10-4220-6158	FIRE PREVENTION EXPENSES	228.34	3,000.00	8
10-4220-6180	PRE EMPLOYMENT TESTING	0.00	250.00	0
10-4220-6185	TRAINING EXPENSES	25.00	5,500.00	0
10-4220-6205	HEALTH PHYSICALS	6,330.00	9,200.00	69
10-4220-6207	Capital Improvement	9,970.00	34,078.34	29
10-4220-8050	Capital Improvement Plan	0.00	12,630.00	0
10-4220-9050	Fire Contingency	251.43	10,000.00	3
<b>4220 Fire Department Subtotal</b>		<b>\$208,591.46</b>	<b>\$1,033,060.38</b>	<b>20</b>

#### 4310 Public Works

10-4310-5000	PUBLIC WORKS SALARIES	97,047.42	374,799.28	26
10-4310-5006	PART TIME PUBLIC WORKS SALARIES	1,197.00	21,840.00	5
10-4310-5010	PUBLIC WORKS OVERTIME	3,028.29	13,577.75	22
10-4310-5015	PUBLIC WORKS SOCIAL SECURITY	7,164.89	31,010.56	23
10-4310-5020	PW RETIREMENT-EMPLOYER	18,225.85	76,136.30	24
10-4310-5025	SCMIT (WORKERS COMP)	3,850.88	5,001.51	77
10-4310-5026	SCMIRF (LIABILITY & PROPERTY)	0.00	37,857.84	0
10-4310-5035	HEALTH & LIFE INSURANCE	21,196.23	78,585.80	27
10-4310-5070	APPRECIATION/BONUS	67.86	1,300.00	5
10-4310-6002	SFTWARE/COMP/EMAIL PER USER	2,142.69	5,000.00	43
10-4310-6050	ELECTRICITY	16,347.93	74,000.00	22
10-4310-6130	TRUCK EXPENSE	13,575.55	40,000.00	34
10-4310-6131	EQUIPMENT EXPENSE	1,798.53	10,000.00	18
10-4310-6135	PUBLIC WORKS FUEL	7,276.77	30,000.00	24
10-4310-6155	PW UNIFORMS	7,379.71	7,000.00	105
10-4310-6180	PRE EMPLOYMENT TESTING	592.00	500.00	118
10-4310-6215	PW MAINT'N EXPENSE	425.72	8,000.00	5
10-4310-6216	DUMPSTERS/ROLLCARTS	2,486.80	6,000.00	41
10-4310-6220	SAFETY EQUIPMENT	99.24	3,000.00	3
10-4310-6225	COUNTY LANDFILL TIPPING FEES	6,999.71	50,000.00	14
10-4310-6235	CHEMICALS	156.20	4,000.00	4
10-4310-6245	SIGNS	0.00	2,000.00	0
10-4310-6255	OFFICE SUPPLIES	1,611.10	2,500.00	64
10-4310-8045	ST/SAN CAPITAL EXPENSE	113,007.77	102,000.00	111
10-4310-9050	PW Contingency	316.83	5,000.00	6
<b>4310 Public Works Subtotal</b>		<b>\$325,994.97</b>	<b>\$989,109.04</b>	<b>33</b>

**4510 Recreation**

10-4510-5000 SALARIES RECREATION	59,208.88	248,558.00	24
10-4510-5006 PART TIME SALARIES	15,463.85	85,000.00	18
10-4510-5010 OVERTIME	2,274.80	5,000.00	45
10-4510-5015 RECREATION SOCIAL SECURITY	5,092.58	19,303.92	26
10-4510-5020 RETIREMENT-EMPLOYER	12,694.28	46,834.04	27
10-4510-5025 SCMIT (WORKERS COMP)	1,350.84	5,000.00	27
10-4510-5026 SCMIRF (LIABILITY & PROPERTY)	0.00	37,857.84	0
10-4510-5035 HEALTH & LIFE INSURANCE	10,028.35	38,042.59	26
10-4510-5070 APPRECIATION/BONUS	18.17	750.00	2
10-4510-6002 SFTWARE/COMP/EMAIL PER USER :	6,631.61	8,200.00	81
10-4510-6005 Supplies-Office	1,616.27	7,500.00	22
10-4510-6006 TRAININGS/ MEETINGS/DUES	350.47	3,500.00	10
10-4510-6017 PLAYGROUND MAINTENANCE	6,740.10	15,000.00	45
10-4510-6020 Rec Fire Replacement Expense	3,310.13	0.00	*100
10-4510-6050 ELECTRICITY & HEATING	19,034.23	60,000.00	32
10-4510-6145 FIELD LIGHTING (ARPA)	0.00	8,000.00	0
10-4510-6155 REC EMPLOYEE UNIFORMS EXPEN:	662.06	2,000.00	33
10-4510-6180 PRE EMPLOYMENT TESTING	0.00	750.00	0
10-4510-6265 BASKETBALL EXPENSE	4,158.06	35,000.00	12
10-4510-6270 VOLLEYBALL EXPENSE	1,814.25	30,000.00	6
10-4510-6275 BASEBALL EXPENSE	628.17	25,000.00	3
10-4510-6279 CHEERING EXPENSES	8,447.81	5,000.00	169
10-4510-6280 FOOTBALL EXPENSE	4,370.12	30,000.00	15
10-4510-6281 SUMMER CAMP EXPENSE	13,255.35	12,500.00	106
10-4510-6285 CONCESSIONS	773.47	2,500.00	31
10-4510-6290 SOCCER EXPENSE	1,742.76	15,000.00	12
10-4510-6295 EVENTS	1,302.39	4,000.00	33
10-4510-6300 RECREATION CAPITAL OUTLAY	0.00	32,630.84	0
10-4510-8055 Capital Improvement Program	0.00	12,630.00	0
10-4510-9050 Rec Contingency	0.00	50,000.00	0
<b>4510 Recreation Subtotal</b>	<b>\$180,969.00</b>	<b>\$845,557.23</b>	<b>21</b>

**4520 Public Works-Grounds**

10-4520-5000 GROUNDS MAINT. SALARIES	3,826.13	34,341.24	11
10-4520-5006 PART TIME GROUNDS SALARIES	6,015.00	10,000.00	60
10-4520-5010 OVERTIME	851.55	1,000.00	85
10-4520-5015 SOCIAL SECURITY	331.01	1,929.28	17
10-4520-5020 RETIREMENT-EMPLOYER	824.71	4,680.69	18
10-4520-5025 SCMIT (WORKERS COMP)	1,350.88	0.00	*100
10-4520-5035 HEALTH & LIFE INSURANCE	-61.90	3,340.18	-2
10-4520-6015 BUILDING REPAIRS & MAINTENANCE	9,696.77	40,000.00	24
10-4520-6105 WELLNESS AND SAFETY EXPENSE	0.00	500.00	0
10-4520-6135 FUEL	4,024.44	8,000.00	50
10-4520-6235 CHEMICALS AND FERTILIZER	7,528.64	16,000.00	47
10-4520-6300 LANDSCAPING	0.00	5,000.00	0

10-4520-6310	IRRIGATION SUPPLIES	0.00	1,000.00	0
10-4520-6315	REC FIELD SETUP & MAINT	8,025.00	16,000.00	50
10-4520-6320	TRUCK AND EQUIP MAINT	6,246.14	10,000.00	62
10-4520-6321	GROUNDS MAINTENANCE	11,025.85	12,500.00	88
10-4520-6325	JANITORIAL SUPPLIES	1,844.30	10,000.00	18
10-4520-6326	TRAIL MAINTENANCE	3,122.65	8,000.00	39
10-4520-9050	Grounds Contingency	0.00	10,000.00	0
<b>4520 Public Works-Grounds Subtotal</b>		<b>\$64,651.17</b>	<b>\$192,291.39</b>	<b>34</b>

#### 4650 Municipal Court

10-4650-5000	MUNCIPAL COURT SALARIES	15,468.80	65,170.35	24
10-4650-5006	PART TIME JUDGE SALARY	520.00	12,000.00	4
10-4650-5015	SOCIAL SECURITY	1,050.84	5,903.54	18
10-4650-5020	RETIREMENT-EMPLOYER	2,907.84	14,322.82	20
10-4650-5025	SCMIT (WORKERS COMP)	1,350.88	2,500.00	54
10-4650-5035	HEALTH & LIFE INSURANCE	2,037.38	18,001.53	11
10-4650-5070	APPRECIATION/BONUS	0.00	165.00	0
10-4650-6002	SFTWARE/COMP/EMAIL PER USER :	200.00	1,500.00	13
10-4650-6050	TRAINING/TRAVEL	0.00	4,000.00	0
10-4650-6095	MISC EXPENSE	761.97	1,000.00	76
10-4650-6185	TRAINING/COURT EXPENSES	60.04	6,000.00	1
10-4650-6335	JURORS EXPENSE	0.00	5,000.00	0
10-4650-6340	PUBLIC DEFENDER	0.00	5,000.00	0
<b>4650 Municipal Court Subtotal</b>		<b>\$24,357.75</b>	<b>\$140,563.24</b>	<b>17</b>

#### 8000 Capital Improvement/Speci

10-8000-6024	Hurricane Helene Expenses	3,900.15	0.00	*100
<b>8000 Capital Improvement/Speci Subtotal</b>		<b>\$3,900.15</b>	<b>\$0.00</b>	<b>*100</b>
<b>Expenditure Subtotal</b>		<b>\$1,628,533.42</b>	<b>\$6,057,208.98</b>	<b>27</b>

#### 11 Victims Advocate Fund 11

##### Revenue

##### 4210 Police

11-4210-4100	VICTIM ASSISTANCE FUND 11 REV	1,165.83	15,000.00	8
<b>4210 Police Subtotal</b>		<b>\$1,165.83</b>	<b>\$15,000.00</b>	<b>8</b>
<b>Revenue Subtotal</b>		<b>\$1,165.83</b>	<b>\$15,000.00</b>	<b>8</b>

##### Expenditure

##### 4530 Victims Assistance Fun

11-4530-5006	PART TIME SALARIES	3,340.13	9,269.32	36
11-4530-5015	SOCIAL SECURITY	255.52	709.11	36
11-4530-5020	RETIREMENT-EMPLOYER	619.93	1,720.39	36
11-4530-6005	VICTIM SRV OPERATING EXPENSES	0.00	3,301.18	0
<b>4530 Victims Assistance Fun Subtotal</b>		<b>\$4,215.58</b>	<b>\$15,000.00</b>	<b>28</b>
<b>Expenditure Subtotal</b>		<b>\$4,215.58</b>	<b>\$15,000.00</b>	<b>28</b>

#### 12 Police Special Funds

##### Expenditure

##### 4210 Police

12-4210-6005	MISC EXPENSE--POLICE DRUG FUN	500.00	2,500.00	20
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12-4210-6015 MISC EXPENSE--DRUG INFORMANT	2,500.00	2,500.00	100
<b>4210 Police Subtotal</b>	<b>\$3,000.00</b>	<b>\$5,000.00</b>	<b>60</b>
<b>Expenditure Subtotal</b>	<b>\$3,000.00</b>	<b>\$5,000.00</b>	<b>60</b>

### 15 Hospitality Tax

#### Revenue

##### 4155 Hospitality Bond And Admi

15-4155-4000 HOSPITALITY TAX REVENUE	69,041.74	600,000.00	12
15-4155-4120 MISC REVENUE	0.00	16,200.00	0
<b>4155 Hospitality Bond And Admi Subtotal</b>	<b>\$69,041.74</b>	<b>\$616,200.00</b>	<b>11</b>
<b>Revenue Subtotal</b>	<b>\$69,041.74</b>	<b>\$616,200.00</b>	<b>11</b>

#### Expenditure

##### 4150 Administrative

15-4150-5000 SALARIES	10,553.17	44,446.93	24
15-4150-5010 OVERTIME	981.31	1,000.00	98
15-4150-5015 SOCIAL SECURITY	818.80	3,467.37	24
15-4150-5020 RETIREMENT-EMPLOYER	2,045.85	8,412.31	24
15-4150-5025 SCMIT WORKERS COMP	0.00	2,500.00	0
15-4150-5035 HEALTH & LIFE INSURANCE	0.00	5,441.80	0
15-4150-6004 HARRIS SOFTWARE SUPPORT	0.00	8,000.00	0
15-4150-6051 MAIN ST WIFI CONNECTION	403.43	6,500.00	6
15-4150-6052 MAINTENANCE EXPENSE	0.00	10,000.00	0
15-4150-6305 DOWNTOWN LANDSCAPING	0.00	10,000.00	0
15-4150-6324 PORTABLE TOILETS	0.00	15,000.00	0
15-4150-6325 JANITORIAL SUPPLIES	0.00	10,000.00	0
15-4150-6960 MARKETING	6,792.00	28,000.00	24
15-4150-6961 PRA VISITOR CENTER	0.00	10,000.00	0
15-4150-6970 COMMUNITY FESTIVALS	4,500.00	25,000.00	18
15-4150-6971 JULY 4TH FESTIVAL	0.00	18,000.00	0
15-4150-6972 CHRISTMAS DECORATIONS	0.00	10,000.00	0
15-4150-6980 CHAMBER EVENTS	0.00	30,000.00	0
15-4150-6982 Teen Canteen Roof	8,550.00	100,000.00	9
15-4150-6987 TRANSFER TO GF FOR OH EXPENSI	228,800.00	228,800.00	100
<b>4150 Administrative Subtotal</b>	<b>\$263,444.56</b>	<b>\$574,568.41</b>	<b>46</b>

##### 5000 Bonds

15-5000-8506 CONSERFUND LOAN - PRINCIPAL	8,842.81	9,231.59	96
<b>5000 Bonds Subtotal</b>	<b>\$8,842.81</b>	<b>\$9,231.59</b>	<b>96</b>
<b>Expenditure Subtotal</b>	<b>\$272,287.37</b>	<b>\$583,800.00</b>	<b>47</b>

### 16 Spec Revenue Fund/Grants

#### Expenditure

##### 4220 Fire Department

16-4220-6000 FIRE SPECIAL PROJECTS	8,892.02	0.00	*100
<b>4220 Fire Department Subtotal</b>	<b>\$8,892.02</b>	<b>\$0.00</b>	<b>*100</b>

##### 4520 Public Works-Grounds

16-4520-6000 GROUNDS SPECIAL PROJECTS	587.00	100,000.00	1
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4520 Public Works-Grounds Subtotal	\$587.00	\$100,000.00	1
Expenditure Subtotal	\$9,479.02	\$100,000.00	9

### 60 Utility Fund

#### Revenue

##### 4300 Utility Operations

60-4300-4500 CONNECTION FEES	2,910.00	18,000.00	16
60-4300-4510 SEWER REVENUE	54,761.42	759,625.00	7
60-4300-4515 SEWER TAPS	1,500.00	10,000.00	15
60-4300-4520 WATER REVENUE	248,200.10	2,942,402.00	8
60-4300-4525 WATER TAPS	11,000.00	55,000.00	20
60-4300-4530 CAPITAL IMPROVMENTS FEE	73,229.52	320,000.00	23
60-4300-4590 MISC. REVENUE/ALL OTHER	11,246.50	55,000.00	20
<b>4300 Utility Operations Subtotal</b>	<b>\$402,847.54</b>	<b>\$4,160,027.00</b>	<b>10</b>

##### 4333

60-4333-4540 STORMWATER REVENUE FEES	1,064.88	200,000.00	1
<b>4333 Subtotal</b>	<b>\$1,064.88</b>	<b>\$200,000.00</b>	<b>1</b>
<b>Revenue Subtotal</b>	<b>\$403,912.42</b>	<b>\$4,360,027.00</b>	<b>9</b>

#### Expenditure

##### 4300 Utility Operations

60-4300-8000 CAPITAL IMPROVEMENTS	30,493.95	159,000.00	19
<b>4300 Utility Operations Subtotal</b>	<b>\$30,493.95</b>	<b>\$159,000.00</b>	<b>19</b>
	<b>\$30,493.95</b>	<b>\$159,000.00</b>	<b>19</b>

#### Expenditure

##### 4300 Utility Operations

60-4300-5000 O&M SALARIES	75,642.22	215,192.41	35
60-4300-5005 CITY COUNCIL SALARY (1/2)	4,846.20	24,000.00	20
60-4300-5010 OVERTIME	3,711.27	5,623.13	66
60-4300-5015 SOCIAL SECURITY EMPLOYER	5,867.98	16,749.03	35
60-4300-5020 SC RETIREMENT EMPLOYER	15,384.87	40,635.49	38
60-4300-5025 SCMIT (WORKERS COMP)	1,350.88	5,000.00	27
60-4300-5026 SCMIRF (LIABILITY & PROPERTY)	0.00	37,857.84	0
60-4300-5035 HEALTH & LIFE INSURANCE	10,396.91	21,054.86	49
60-4300-5070 CHRISTMAS EXPENSE	0.00	1,330.00	0
60-4300-6002 SFTWARE/COMP/EMAIL PER USER :	8,410.44	40,000.00	21
60-4300-6004 HARRIS SOFTWARE SUPPORT	0.00	20,000.00	0
60-4300-6005 OFFICE SUPPLIES & MAINT	1,755.63	4,000.00	44
60-4300-6011 UB PRINTING & MAILING	5,329.42	40,000.00	13
60-4300-6012 POSTAGE MACHINE & MISC POSTA	2,225.27	2,500.00	89
60-4300-6015 FLEET MAINTENANCE	8,801.38	10,000.00	88
60-4300-6016 BUILDING REPAIRS & MAINTENANCI	344.48	10,500.00	3
60-4300-6017 EQUIPMENT RENTALS	3,748.52	5,000.00	75
60-4300-6050 POWER	13,794.47	15,000.00	92
60-4300-6071 TRAINING/PROFESSIONAL DEVELOI	1,125.00	2,000.00	56
60-4300-6076 ACCOUNTING & AUDITING	1,887.00	0.00	*100
60-4300-6135 FLEET FUEL	3,758.56	0.00	*100

60-4300-6155 O & M UNIFORMS	1,039.24	5,000.00	21
60-4300-6180 PRE-EMPLOYMENT TESTING	225.00	500.00	45
60-4300-6220 SAFETY EXPENSES	0.00	8,500.00	0
60-4300-6415 WATER/SEWER CHEMICALS	454.86	10,000.00	5
60-4300-6419 GRASS AND SEEDING	295.00	6,000.00	5
60-4300-6420 ASPHALT PATCHING	2,183.28	7,500.00	29
60-4300-6421 PUMP STATION MAINTENANCE	25,748.64	96,000.00	27
60-4300-6422 LIFT STATION MAINTENANCE	0.00	20,000.00	0
60-4300-6430 O&M EQUIPMENT & SUPPLIES	1,784.64	3,000.00	59
60-4300-6431 WTR. METERS & BOXES	129,756.76	442,000.00	29
60-4300-6432 PIPES AND PARTS	33,599.51	95,000.00	35
60-4300-6433 MISC EXPENSE	240.00	2,500.00	10
60-4300-6434 WATER LINE CONTINGENCY	0.00	5,000.00	0
60-4300-6470 ENGINEERING EXPENSE	0.00	25,000.00	0
60-4300-6475 SEWER LINE CONTINGENCY	14,000.00	20,000.00	70
60-4300-8050 UF Contingency	0.00	50,000.00	0
<b>4300 Utility Operations Subtotal</b>	<b>\$377,707.43</b>	<b>\$1,312,442.76</b>	<b>29</b>

#### 4320 Wastewater

60-4320-5000 WASTE WATER SALARIES	40,274.08	215,192.41	19
60-4320-5015 SOCIAL SECURITY	2,527.19	16,749.03	15
60-4320-5020 SC STATE RETIREMENT-EMPLOYER	3,938.45	40,635.49	10
60-4320-5025 SCMIT (WORKERS COMP)	0.00	3,825.67	0
60-4320-5026 SCMIRF (LIABILITY & PROPERTY)	0.00	37,857.84	0
60-4320-5035 HEALTH & LIFE INSURANCE	532.23	20,969.21	3
60-4320-6010 CWS O&M FEES	33,717.88	202,307.28	17
60-4320-6050 POWER - WASTE WATER	16,729.15	80,000.00	21
60-4320-6235 CHEMICALS/WASTE WATER	0.00	7,000.00	0
60-4320-6440 SLUDGE DISPOSAL	3,459.77	40,000.00	9
60-4320-6450 WASTE WATER MAINTENANCE	1,458.86	30,000.00	5
60-4320-6455 LAB SUPPLIES / TESTING EXPENSE	5,434.34	12,000.00	45
<b>4320 Wastewater Subtotal</b>	<b>\$108,071.95</b>	<b>\$706,536.93</b>	<b>15</b>

#### 4330 Water Distribution

60-4330-5000 WATER DIST SALARIES	40,853.51	215,192.41	19
60-4330-5010 WATER DIST OVERTIME	3,431.79	5,623.13	61
60-4330-5015 SOCIAL SECURITY/EMPLOYER	3,066.88	16,749.03	18
60-4330-5020 SC STATE RETIREMENT-EMPLOYER	8,107.19	40,635.49	20
60-4330-5025 SCMIT (WORKERS COMP)	0.00	5,000.00	0
60-4330-5026 SCMIRF (LIABILITY & PROPERTY)	0.00	37,857.84	0
60-4330-5035 HEALTH & LIFE INSURANCE	2,823.73	20,969.21	13
60-4330-6002 SFTWARE/COMP/EMAIL PER USER :	3,590.65	10,000.00	36
60-4330-6050 POWER WATER DIST	4,941.46	10,000.00	49
60-4330-6235 CHEMICALS/WATER DIST	0.00	8,000.00	0
60-4330-6385 STATE - PERMIT FEES	18,480.00	25,000.00	74
60-4330-6395 GREENVILLE WATER EXPENSE	171,411.50	588,000.96	29
60-4330-6475 WATER PLANT MAINTENANCE	778.25	10,000.00	8

4330 Water Distribution Subtotal \$257,484.96 \$993,028.07 26

**4800 Bonds**

60-4800-8576 2021A W&S BOND PAYMENTS	70,266.70	405,012.70	17
60-4800-8577 2021B W&S BOND PAYMENTS	56,983.30	404,136.80	14
<b>4800 Bonds Subtotal</b>	<b>\$127,250.00</b>	<b>\$809,149.50</b>	<b>16</b>
<b>Expenditure Subtotal</b>	<b>\$870,514.34</b>	<b>\$3,821,157.26</b>	<b>23</b>

**Other Financing Use**

**4300 Utility Operations**

60-4300-9040 UTILITY TRANSFER 5%	379,869.74	379,869.74	100
<b>4300 Utility Operations Subtotal</b>	<b>\$379,869.74</b>	<b>\$379,869.74</b>	<b>100</b>
<b>Other Financing Use Subtotal</b>	<b>\$379,869.74</b>	<b>\$379,869.74</b>	<b>100</b>

**61 Stormwater Utility**

**Expenditure**

**6010 Stormwater**

61-6010-6470 STORMWATER ENGINEERING EXPE	8,635.00	0.00	*100
61-6010-6605 STORMWATER OPERATING EXPENS	20.32	0.00	*100
61-6010-6625 FACILITY EROSION CONTROL	559.17	0.00	*100
<b>6010 Stormwater Subtotal</b>	<b>\$9,214.49</b>	<b>\$0.00</b>	<b>*100</b>
<b>Expenditure Subtotal</b>	<b>\$9,214.49</b>	<b>\$0.00</b>	<b>*100</b>

**Transaction Report**  
**August 15-September 22, 2025**

**ACCOUNTS PAYABLE CHECK REGISTER**

City Of Pickens  
FY 2025-2026

Check Register for 8/15/2025 to 9/22/2025 & Check Numbers 0 to 2147483647  
Cash Account 10-0100-1002

Check Number	Check Date	Vendor Number / Name	Payment Type	EPay	Amount (\$)	
<b>Check Run: 1519</b>						
54615	08/15/2025	6390 Benji Atkins	Check	No	348.51	
54616	08/15/2025	6389 Robert Carver	Check	No	480.18	
					<b>Check Run 1519 Check Total</b>	<b>\$828.69</b>
					<b>Check Run 1519 Update Only</b>	<b>\$0.00</b>
					<b>Check Run 1519 Total</b>	<b>\$828.69</b>
<b>Check Run: 1520</b>						
54617	08/20/2025	2920 BHSPC-BEHAVORIAL HEALTH SERVICES	Check	No	200.00	
54618	08/20/2025	1004 BIVENS HARDWARE	Check	No	4.27	
54619	08/20/2025	5444 BLUE LION DIGITAL	Check	No	64.00	
54620	08/20/2025	1005 BLUE RIDGE ELECTRIC COOP., INC.	Check	No	8,560.46	
54621	08/20/2025	5843 CINTAS CORP	Check	No	4.17	
54622	08/20/2025	5511 Computer Consultants and Merchants, Inc.	Check	No	3,078.43	
54623	08/20/2025	5403 EASLEY LAWN & GARDEN	Check	No	166.74	
54624	08/20/2025	4100 KTECH	Check	No	162.60	
54625	08/20/2025	6008 Megan Anders	Check	No	200.00	
54626	08/20/2025	4939 PACE & REEVES INC	Check	No	125.00	
54627	08/20/2025	3834 PIT STOP AUTO SHOP, LLC	Check	No	56.69	
54628	08/20/2025	6251 Rogers & Callcott	Check	No	207.90	
54629	08/20/2025	6357 Royal Engineers & Consultants	Check	No	3,015.00	
54630	08/20/2025	5290 SCAP-WESTERN DISTRICT	Check	No	600.00	
54631	08/20/2025	1016 SC MUNICIPAL INSURANCE TRUST- SCMIT	Check	No	2,500.00	
54632	08/20/2025	1389 SC MUNI INS RISK & FIN FUND-SCMIRF	Check	No	5,796.00	
54633	08/20/2025	5095 SHRED A WAY	Check	No	96.00	
54634	08/20/2025	1009 SUPERIOR PARTS CO., INC.	Check	No	3.19	
54635	08/20/2025	1042 TRI-COUNTY ACE	Check	No	131.29	
					<b>Check Run 1520 Check Total</b>	<b>\$24,971.74</b>
					<b>Check Run 1520 Update Only</b>	<b>\$0.00</b>
					<b>Check Run 1520 Total</b>	<b>\$24,971.74</b>
<b>Check Run: 1521</b>						
*	54637	08/21/2025	6297 Ray Wilson	Check	No	1,768.48
					<b>Check Run 1521 Check Total</b>	<b>\$1,768.48</b>
					<b>Check Run 1521 Update Only</b>	<b>\$0.00</b>
					<b>Check Run 1521 Total</b>	<b>\$1,768.48</b>
<b>Check Run: 1522</b>						

**ACCOUNTS PAYABLE CHECK REGISTER**

City Of Pickens  
FY 2025-2026

Check Register for 8/15/2025 to 9/22/2025 & Check Numbers 0 to 2147483647  
Cash Account 10-0100-1002

Check Number	Check Date	Vendor Number / Name	Payment Type	EPay	Amount (\$)
54638	08/26/2025	6111 Annika Lynn Weis	Check	No	40.00
54639	08/26/2025	1068 APPALACHIAN COUNCIL OF GOVERNMENTS	Check	No	495.00
54640	08/26/2025	5920 ASHTON DEAN SMITH	Check	No	340.00
54641	08/26/2025	1005 BLUE RIDGE ELECTRIC COOP., INC.	Check	No	834.40
54642	08/26/2025	2084 KARLIE ELIZABETH BRIGMAN	Check	No	26.00
54643	08/26/2025	1030 BROCK'S INC	Check	No	125.00
54644	08/26/2025	5921 CAMBEL BURNETTE GUFFEE	Check	No	90.00
54645	08/26/2025	6395 Carolina Instrumentation Service	Check	No	1,163.00
54646	08/26/2025	5324 CHARLIE MOORE	Check	No	525.00
54647	08/26/2025	6293 Charter Communications Holdings LLC	Check	No	160.00
54648	08/26/2025	2084 EMILY BRE COLLINS	Check	No	26.00
54649	08/26/2025	1743 CONSOLIDATED PIPE & SUPPLY CO, INC	Check	No	5,020.79
54650	08/26/2025	6349 Darian Nicole Woodring	Check	No	210.00
54651	08/26/2025	5498 DAVID A PALMER JR	Check	No	90.00
54652	08/26/2025	6093 Debra L. Gravley	Check	No	1,500.00
54653	08/26/2025	1085 DUKE POWER	Check	No	1,819.37
54654	08/26/2025	5403 EASLEY LAWN & GARDEN	Check	No	77.01
54655	08/26/2025	6392 Eliseo Otero	Check	No	5.00
54656	08/26/2025	5798 Emma Dowdal	Check	No	295.00
54657	08/26/2025	6352 Faith Elizabeth Parton	Check	No	80.00
54658	08/26/2025	4666 FELICIA DOWDAL	Check	No	160.00
54659	08/26/2025	6396 First Tryon Advisors	Check	No	19,240.00
54660	08/26/2025	2800 GARY LEE GUFFEE JR	Check	No	90.00
54661	08/26/2025	1889 GREENVILLE OFFICE SUPPLY GOS	Check	No	675.49
54662	08/26/2025	5372 HILL MANUFACTURING COMPANY, INC.	Check	No	4,894.60
54663	08/26/2025	1119 HIOTT PRINTING COMPANY	Check	No	149.80
54664	08/26/2025	6393 Hope Mackenzie Leopard	Check	No	2.50
54665	08/26/2025	6037 HUNTER OWENS	Check	No	40.00
54666	08/26/2025	1497 KATHRYN W. GOWAN	Check	No	275.00
54667	08/26/2025	6394 Landscapers Supply of Anderson	Check	No	380.28
54668	08/26/2025	6385 Liam Garcia	Check	No	370.00
54669	08/26/2025	5575 Mandy K. Hess	Check	No	143.59
54670	08/26/2025	6008 Megan Anders	Check	No	300.00
54671	08/26/2025	6121 Northstar Waste Services	Check	No	3,969.60
54672	08/26/2025	2084 BLUE RIDGE PEST	Check	No	100.00

**ACCOUNTS PAYABLE CHECK REGISTER**

City Of Pickens  
FY 2025-2026

Check Register for 8/15/2025 to 9/22/2025 & Check Numbers 0 to 2147483647  
Cash Account 10-0100-1002

Check Number	Check Date	Vendor Number / Name	Payment Type	EPay	Amount (\$)
54673	08/26/2025	1021 PETTY CASH	Check	No	1,000.00
54674	08/26/2025	1398 PICKENS COUNTY COURIER, LLC	Check	No	182.00
54675	08/26/2025	2654 ROBERT ALLEN PATTERSON	Check	No	200.00
54676	08/26/2025	5518 Samuel Rhinehart	Check	No	180.00
54677	08/26/2025	4421 SCDNR - WATERCRAFT SECTION	Check	No	10.00
54679	08/26/2025	6268 Seamon Whiteside	Check	No	4,015.00
54680	08/26/2025	6384 Shepherd Owen Smith	Check	No	370.00
54681	08/26/2025	5095 SHRED A WAY	Check	No	48.00
54682	08/26/2025	5464 SOUTHERN BRANDING COMPANY	Check	No	642.00
54683	08/26/2025	6084 Spencer Collins	Check	No	160.00
54684	08/26/2025	6363 Staples Contract & Commerical LLC	Check	No	956.33
54685	08/26/2025	6386 Stephen Corn	Check	No	370.00
54686	08/26/2025	1009 SUPERIOR PARTS CO., INC.	Check	No	159.34
54687	08/26/2025	3019 TENCARVA MACHINERY COMPANY	Check	No	295.86
54688	08/26/2025	1657 TODD MOORE	Check	No	180.00
54689	08/26/2025	1042 TRI-COUNTY ACE	Check	No	409.08
54690	08/26/2025	5226 US Bank Operations Center	Check	No	5,300.00
54691	08/26/2025	6397 WEX Bank	Check	No	3,536.45
54692	08/26/2025	2084 SUMMER MYSHEA YOUNG	Check	No	32.50
54693	08/26/2025	6398 Zachary dwayne Kay	Check	No	180.00
<b>Check Run 1522 Check Total</b>					<b>\$61,938.99</b>
<b>Check Run 1522 Update Only</b>					<b>\$0.00</b>
<b>Check Run 1522 Total</b>					<b>\$61,938.99</b>
<b>Check Run: 1523</b>					
54694	08/28/2025	6403 Barbara Hammond	Check	No	63.00
54695	08/28/2025	6402 Melissa Howard	Check	No	152.00
<b>Check Run 1523 Check Total</b>					<b>\$215.00</b>
<b>Check Run 1523 Update Only</b>					<b>\$0.00</b>
<b>Check Run 1523 Total</b>					<b>\$215.00</b>
<b>Check Run: 1524</b>					
54696	08/29/2025	6404 Matthew Chappell	Check	No	1,490.21
<b>Check Run 1524 Check Total</b>					<b>\$1,490.21</b>
<b>Check Run 1524 Update Only</b>					<b>\$0.00</b>
<b>Check Run 1524 Total</b>					<b>\$1,490.21</b>
<b>Check Run: 1525</b>					

**ACCOUNTS PAYABLE CHECK REGISTER**

City Of Pickens  
FY 2025-2026

Check Register for 8/15/2025 to 9/22/2025 & Check Numbers 0 to 2147483647  
Cash Account 10-0100-1002

Check Number	Check Date	Vendor Number / Name	Payment Type	EPay	Amount (\$)
54697	09/02/2025	6280 Alliance Technical Group	Check	No	476.70
54698	09/02/2025	5308 AMERICAN TANK MAINTENANCE LLC	Check	No	8,582.88
54699	09/02/2025	1004 BIVENS HARDWARE	Check	No	486.08
54700	09/02/2025	3526 BLANCHARD MACHINERY CO.	Check	No	2,705.87
54701	09/02/2025	5444 BLUE LION DIGITAL	Check	No	2,200.00
54702	09/02/2025	1005 BLUE RIDGE ELECTRIC COOP., INC.	Check	No	34.10
54703	09/02/2025	6405 Brad Cannon	Check	No	480.00
54704	09/02/2025	5163 COLUMBIA FLAG AND SIGN CO. LLC	Check	No	151.86
54705	09/02/2025	5511 Computer Consultants and Merchants, Inc.	Check	No	9,980.72
54706	09/02/2025	1743 CONSOLIDATED PIPE & SUPPLY CO, INC	Check	No	93.63
54707	09/02/2025	4406 DONNA OWEN	Check	No	51.61
54708	09/02/2025	1085 DUKE POWER	Check	No	10,519.82
54709	09/02/2025	6103 Engenius	Check	No	370.00
* 54711	09/02/2025	5806 Golden West Industrial Supply	Check	No	1,051.56
* 54713	09/02/2025	6407 Greenville County SWAT	Check	No	800.00
54714	09/02/2025	4100 KTECH	Check	No	235.87
54715	09/02/2025	6008 Megan Anders	Check	No	200.00
54716	09/02/2025	5203 MODERN MARKETING	Check	No	531.64
54717	09/02/2025	1021 PETTY CASH	Check	No	1,000.00
54718	09/02/2025	6096 Pickens Blue Flame	Check	No	1,000.00
54719	09/02/2025	1398 PICKENS COUNTY COURIER, LLC	Check	No	110.00
54720	09/02/2025	1831 PICKENS ROTARY CLUB	Check	No	207.00
54721	09/02/2025	5506 PROSOURCE, LLC	Check	No	246.69
54722	09/02/2025	2792 PROTECT YOUTH SPORTS	Check	No	315.20
54723	09/02/2025	6359 Rock Communications LLC	Check	No	301.10
54724	09/02/2025	6291 Roper Brothers, Inc	Check	No	14,000.00
54725	09/02/2025	5063 SCECB	Check	No	250.00
54726	09/02/2025	5095 SHRED A WAY	Check	No	48.00
54727	09/02/2025	1054 SIX MILE WATER DISTRICT	Check	No	69.04
54728	09/02/2025	6363 Staples Contract & Commerical LLC	Check	No	989.90
54729	09/02/2025	1009 SUPERIOR PARTS CO., INC.	Check	No	68.44
54730	09/02/2025	1352 SYNAGRO CENTRAL	Check	No	1,188.81
54731	09/02/2025	1042 TRI-COUNTY ACE	Check	No	323.83
54732	09/02/2025	2399 ZOLL	Check	No	181.37
<b>Check Run 1525</b>				<b>Check Total</b>	<b>\$59,251.72</b>

**ACCOUNTS PAYABLE CHECK REGISTER**

City Of Pickens  
FY 2025-2026

Check Register for 8/15/2025 to 9/22/2025 & Check Numbers 0 to 2147483647  
Cash Account 10-0100-1002

Check Number	Check Date	Vendor Number / Name	Payment Type	EPay	Amount (\$)
<b>Check Run 1525 Update Only</b>					<b>\$0.00</b>
<b>Check Run 1525 Total</b>					<b>\$59,251.72</b>
<b>Check Run: 1526</b>					
54733	09/09/2025	5800 183 Automotive Inc.	Check	No	1,077.17
54734	09/09/2025	6312 Adelyn Kate Jewell	Check	No	60.00
54735	09/09/2025	5989 ALLEN HUDSON	Check	No	475.00
54736	09/09/2025	6280 Alliance Technical Group	Check	No	207.90
54737	09/09/2025	1079 ANDERSON FIRE & SAFETY, INC	Check	No	85.00
54738	09/09/2025	5066 ANDREW FOWLER	Check	No	475.00
54739	09/09/2025	6383 Ashton Dean Smith	Check	No	260.00
54740	09/09/2025	1004 BIVENS HARDWARE	Check	No	8.86
54741	09/09/2025	3526 BLANCHARD MACHINERY CO.	Check	No	929.46
54742	09/09/2025	5708 Braden Wimpey	Check	No	200.00
54743	09/09/2025	6358 Burgess Lawn Maintenance LLC	Check	No	2,500.00
54744	09/09/2025	5324 CHARLIE MOORE	Check	No	360.00
54745	09/09/2025	5843 CINTAS CORP	Check	No	41.62
54746	09/09/2025	5468 CIVICPLUS LLC	Check	No	1,274.05
54747	09/09/2025	6144 Dana Epps	Check	No	20.80
54748	09/09/2025	6349 Darian Nicole Woodring	Check	No	70.00
54749	09/09/2025	1085 DUKE POWER	Check	No	104.63
54750	09/09/2025	6311 Emerson Lind McCall	Check	No	120.00
54751	09/09/2025	5798 Emma Dowdal	Check	No	230.00
54752	09/09/2025	5877 GLOBE LIFE	Check	No	2,088.93
54753	09/09/2025	6073 GoGov	Check	No	3,840.00
54754	09/09/2025	6014 GREENSKEEPER SOUTH, LLC	Check	No	2,288.00
54755	09/09/2025	1149 GREENVILLE WATER SYSTEM	Check	No	55,593.87
54756	09/09/2025	3327 GREGORY HAWKINS	Check	No	100.00
54757	09/09/2025	1119 HIOTT PRINTING COMPANY	Check	No	144.45
54758	09/09/2025	6300 Kampbell Ann Smith	Check	No	120.00
54759	09/09/2025	6069 Karen D. Nagy	Check	No	475.00
54760	09/09/2025	1497 KATHRYN W. GOWAN	Check	No	240.00
54761	09/09/2025	2183 KING ASPHALT, INC.	Check	No	447.14
54762	09/09/2025	4100 KTECH	Check	No	734.55
54763	09/09/2025	6385 Liam Garcia	Check	No	125.00
54764	09/09/2025	1118 LINDSAY OIL COMPANY, INC.	Check	No	6,036.32

**ACCOUNTS PAYABLE CHECK REGISTER**

City Of Pickens  
FY 2025-2026

Check Register for 8/15/2025 to 9/22/2025 & Check Numbers 0 to 2147483647  
Cash Account 10-0100-1002

Check Number	Check Date	Vendor Number / Name	Payment Type	EPay	Amount (\$)
54765	09/09/2025	2718 MANSFIELD OIL COMPANY	Check	No	309.29
54766	09/09/2025	6008 Megan Anders	Check	No	300.00
54767	09/09/2025	1401 MOTOROLA SOLUTIONS INC.	Check	No	27.49
54768	09/09/2025	4939 PACE & REEVES INC	Check	No	4,842.62
54769	09/09/2025	1470 PICKENS COUNTY SOLID WASTE	Check	No	4,722.56
54770	09/09/2025	1146 PICKENS CULVERT & PIPE	Check	No	466.52
54771	09/09/2025	1025 PITNEY BOWES PURCHASE POWER	Check	No	1,009.75
54772	09/09/2025	6194 Plant & Tree Solutions LLC	Check	No	515.00
54773	09/09/2025	4006 PRIORITY ONE SECURITY	Check	No	41.99
54774	09/09/2025	5506 PROSOURCE, LLC	Check	No	246.69
54775	09/09/2025	1202 ROCIC	Check	No	300.00
54776	09/09/2025	6409 Roll N Rack LLC	Check	No	9,970.00
54777	09/09/2025	6411 Ron Juan Mendoza	Check	No	210.00
54778	09/09/2025	1305 SAFE INDUSTRIES	Check	No	2,792.70
54779	09/09/2025	5769 State of South Carolina	Check	No	10.00
54780	09/09/2025	2760 SCRPA	Check	No	574.13
54781	09/09/2025	1017 SC STATE TREASURER	Check	No	7,397.40
54782	09/09/2025	3135 SEGRA	Check	No	204.24
54783	09/09/2025	6384 Shepherd Owen Smith	Check	No	245.00
54784	09/09/2025	5095 SHRED A WAY	Check	No	48.00
54785	09/09/2025	1073 SPARTAN FIRE & EMERGENCY APPARATUS, I	Check	No	654.08
54786	09/09/2025	6363 Staples Contract & Commerical LLC	Check	No	391.80
54787	09/09/2025	1840 STAPLES CONTACT & COMMERCIAL, INC.	Check	No	96.66
54788	09/09/2025	6386 Stephen Corn	Check	No	245.00
54789	09/09/2025	1009 SUPERIOR PARTS CO., INC.	Check	No	217.97
54790	09/09/2025	1042 TRI-COUNTY ACE	Check	No	190.14
* 54792	09/09/2025	3656 WASTE CONNECTIONS OF SC, INC	Check	No	63.60
54793	09/09/2025	1154 WOLFE & ASSOCIATES dba WOLFE, Inc	Check	No	63.00
54794	09/09/2025	6408 Workwise Compliance	Check	No	108.93
54795	09/09/2025	2222 XEROX CORP	Check	No	280.53
				<b>Check Run 1526 Check Total</b>	<b>\$117,277.84</b>
				<b>Check Run 1526 Update Only</b>	<b>\$0.00</b>
				<b>Check Run 1526 Total</b>	<b>\$117,277.84</b>

**Check Run: 1527**

54796	09/16/2025	5989 ALLEN HUDSON	Check	No	512.50
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**ACCOUNTS PAYABLE CHECK REGISTER**

Check Register for 8/15/2025 to 9/22/2025 & Check Numbers 0 to 2147483647

Cash Account 10-0100-1002

Check Number	Check Date	Vendor Number / Name	Payment Type	EPay	Amount (\$)
54797	09/16/2025	6280 Alliance Technical Group	Check	No	207.90
54798	09/16/2025	5066 ANDREW FOWLER	Check	No	512.50
54799	09/16/2025	2920 BHSPC-BEHAVORIAL HEALTH SERVICES	Check	No	100.00
54800	09/16/2025	1004 BIVENS HARDWARE	Check	No	9.31
54801	09/16/2025	5444 BLUE LION DIGITAL	Check	No	64.00
* 54803	09/16/2025	1005 BLUE RIDGE ELECTRIC COOP., INC.	Check	No	6,308.86
54804	09/16/2025	2143 BSN SPORTS, LLC	Check	No	2,347.40
54805	09/16/2025	5843 CINTAS CORP	Check	No	266.76
54806	09/16/2025	5511 Computer Consultants and Merchants, Inc.	Check	No	684.90
54807	09/16/2025	1743 CONSOLIDATED PIPE & SUPPLY CO, INC	Check	No	5,718.39
54808	09/16/2025	2084 JR CONSOLIDATED	Check	No	5.00
54809	09/16/2025	6413 David Edward Stanley	Check	No	512.50
54810	09/16/2025	6093 Debra L. Gravley	Check	No	1,500.00
54811	09/16/2025	2084 LATISHA MARIE EATON	Check	No	15.50
54812	09/16/2025	5838 FELICIA DOWDAL	Check	No	31.86
54813	09/16/2025	1012 FORT HILL NATURAL GAS	Check	No	128.34
54814	09/16/2025	4052 FROG 911, LLC	Check	No	449.40
54815	09/16/2025	2084 LONDON FOSTER HARRIS	Check	No	50.50
54816	09/16/2025	5763 HDL Company	Check	No	1,247.61
54817	09/16/2025	1119 HIOTT PRINTING COMPANY	Check	No	235.40
54818	09/16/2025	3175 INDUSTRIAL SOLUTIONS AND SUPPLY, INC	Check	No	535.50
54819	09/16/2025	6069 Karen D. Nagy	Check	No	512.50
54820	09/16/2025	2183 KING ASPHALT, INC.	Check	No	371.88
54821	09/16/2025	4100 KTECH	Check	No	111,195.00
54822	09/16/2025	2084 GENEVA E LEE	Check	No	47.50
54823	09/16/2025	5950 LEGACY SHEDS	Check	No	3,900.15
54824	09/16/2025	5170 LEXIPOL	Check	No	2,606.52
54825	09/16/2025	6008 Megan Anders	Check	No	200.00
54826	09/16/2025	1019 MOBILE COMMUNICATIONS AMERICA, INC.	Check	No	90.95
54827	09/16/2025	3052 NORTH GREENVILLE FITNESS	Check	No	6,330.00
54828	09/16/2025	6412 Onpoint Public Safety	Check	No	1,737.90
54829	09/16/2025	3559 PARRISH TIRE COMPANY	Check	No	5,636.67
54830	09/16/2025	1015 PICKENS COUNTY ACCOUNTS RECEIVABLE	Check	No	85.98
54831	09/16/2025	1146 PICKENS CULVERT & PIPE	Check	No	92.65
54832	09/16/2025	2084 JASON PITTS	Check	No	100.00

**ACCOUNTS PAYABLE CHECK REGISTER**

Check Register for 8/15/2025 to 9/22/2025 & Check Numbers 0 to 2147483647

Cash Account 10-0100-1002

Check Number	Check Date	Vendor Number / Name	Payment Type	EPay	Amount (\$)
54833	09/16/2025	2084 CANDACE DAVES	Check	No	50.00
54834	09/16/2025	5506 PROSOURCE, LLC	Check	No	266.46
54835	09/16/2025	2792 PROTECT YOUTH SPORTS	Check	No	128.80
54836	09/16/2025	6357 Royal Engineers & Consultants	Check	No	3,347.50
54837	09/16/2025	1016 SC MUNICIPAL INSURANCE TRUST- SCMIT	Check	No	10,807.00
54838	09/16/2025	6268 Seamon Whiteside	Check	No	2,090.00
54839	09/16/2025	5095 SHRED A WAY	Check	No	48.00
54840	09/16/2025	1840 STAPLES CONTACT & COMMERCIAL, INC.	Check	No	66.52
54841	09/16/2025	1009 SUPERIOR PARTS CO., INC.	Check	No	278.16
54842	09/16/2025	2084 TABITHA I. KELLEY	Check	No	100.00
54843	09/16/2025	4150 THE FMRT GROUP	Check	No	625.00
54844	09/16/2025	1042 TRI-COUNTY ACE	Check	No	285.58
54845	09/16/2025	4002 VYVE	Check	No	1,313.24
<b>Check Run 1527 Check Total</b>					<b>\$173,758.09</b>
<b>Check Run 1527 Update Only</b>					<b>\$0.00</b>
<b>Check Run 1527 Total</b>					<b>\$173,758.09</b>

**Check Run: 1528**

* 54847	09/16/2025	6159 William Oggenfuss	Check	No	512.50
<b>Check Run 1528 Check Total</b>					<b>\$512.50</b>
<b>Check Run 1528 Update Only</b>					<b>\$0.00</b>
<b>Check Run 1528 Total</b>					<b>\$512.50</b>

**Check Run: 1529**

54848	09/22/2025	5452 ABSOLUTE SIGN WORKS	Check	No	428.00
54849	09/22/2025	2906 AMERICAN HERITAGE LIFE INS COMPANY	Check	No	180.56
54850	09/22/2025	1004 BIVENS HARDWARE	Check	No	114.79
54851	09/22/2025	1005 BLUE RIDGE ELECTRIC COOP., INC.	Check	No	10,736.07
54852	09/22/2025	6405 Brad Cannon	Check	No	550.00
54853	09/22/2025	5843 CINTAS CORP	Check	No	839.31
54854	09/22/2025	5370 CLEARWATER SOLUTIONS,LLC	Check	No	16,858.94
54855	09/22/2025	5005 Duggan & Hughes LLC	Check	No	4,425.00
54856	09/22/2025	1085 DUKE POWER	Check	No	1,988.46
54857	09/22/2025	1389 SC MUNI INS RISK & FIN FUND-SCMIRF	Check	No	5,000.00
54858	09/22/2025	1009 SUPERIOR PARTS CO., INC.	Check	No	169.19
54859	09/22/2025	1042 TRI-COUNTY ACE	Check	No	100.14
54860	09/22/2025	5724 Velocity Truck Centers	Check	No	2,094.09



**City of Pickens  
Regular Meeting  
August 11, 2025  
6:00 P.M.**

The Mayor and City Council convened at City Hall 219 Pendleton Street, Pickens S.C. for a Regular Meeting. Agendas were posted and sent to media on August 7, 2025.

Council Members in Attendance:

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

Council Member Wilson, joined via phone until 7:25 p.m. and was in person for the remainder of the meeting.

Staff:

Administrator Tim O'Briant  
Jennifer Vissage, Planning/Zoning  
Trey Adams, Public Works Director  
Recreation Director, Jonathon Morris

***(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 welcomed those in attendance. Mayor Scipio further gave the invocation followed by the Pledge of Allegiance.

**COMMENTS FROM CITIZENS:**

1. Ben Mann. Mr. Mann stated his position being against the annexation and any high-density development of Wolf Creek /Mauldin Lake Road. Mr. Mann discussed the priorities of the 2012 comprehensive plan as preserving the community character. Mr. Mann stated this property is presently in the County and if developed in the County the development would be held to the standard of the Pickens County Development Standards Ordinance. Mr. Mann concluded by inquiring if the current developer has met all the requirements as stated in the first motion for annexation at the May 28<sup>th</sup>, 2025, meeting.
2. Peter Greenberger. Mr. Greenberger stated he would like clarity regarding the fact that City Council voted in May of 2025 - 5-1 in favor of the annexation of Wolf Creek/Mauldin Lake Road. Council did not consider there is a petition of 1400 citizens against the proposed annexation. *(note: to date, City Council is not in possession of said petition)* Mr. Greenberger stated a referendum on this issue would be a fair solution. Mr. Greenberger also requested a long-term analysis of cost/revenue associated with developing this site. Mr. Greenberger concluded by asking about bonds and protections as it relates to all development.

3. Pam Winters. Ms. Winters stated she has several issues. First, she would like to see another planned community meeting. She stated this meeting was not well attended on 7/29 as the public notice was only posted (1) time, while the business community meeting was posted (4) times. Second, Ms. Winters stated a recent public notice has been posted for a public hearing regarding annexation of Wolf Creek/Mauldin Lake Road and the notice states water services will be provided. Ms. Winters stated the water in that area is in the Roanoke/Bethlehem water district. Ms. Winters stated it appears the City cannot provide water in the proposed area. Third, Ms. Winters spoke about the proposed ordinance as it relates to Planned Development Districts and energy efficiency, Ms. Winters stated in her opinion, this appears to mean building many structures on small parcels of land and a look/feel of a metropolitan area. She does not think the majority of citizens want this type of development/growth in Pickens.
4. Geniva Robinson. Ms. Robinson stated she would like some assistance at 244 S. Church Street. Ms. Robinson stated there is a water issue with culverts being clogged and it is causing water to turn directly into her yard. Ms. Robinson also requested assistance with a house on Rogers Street that needs demolition.

#### **ADMINISTRATOR'S REPORT:**

Administrator Tim O'Briant reported on the following items to the Mayor, Council and Public.

- An update was given regarding the completion of water lines at Fox Squirrel Circle.
- Mr. O'Briant addressed Ms. Robinson and informed her that he would look into her water issue.
- Mr. O'Briant stated the (2) new Code Enforcement Officers have been hired. Mr. Matt Chappell and Tyler Epps. The public was encouraged to use the City's website to report properties that needed code enforcement. (such as abandoned structures as Ms. Robinson mentioned)
- As of 7/1/2025 the City is completely in charge of stormwater. Mr. O'Briant stated there will be more discussion as the Ordinance is discussed, but stormwater is a Federal mandate and the State of S.C. via the Department of Environmental Services mandates the municipality regarding the management of stormwater. Mr. O'Briant stated currently the City of Pickens is advised of a Notice of Deficiency. Public Works has been working with attorney's and Environmental Services to update ordinances and be in compliance by 8/30/2025.
- Mr. O'Briant addressed Ms. Winters comments regarding water with Bethlehem Roanoke water district as it relates to water service for the Wolf Creek/Mauldin Lake parcel. A letter from Daniel R. Hughes was sent to Bethlehem Roanoke Water District on August 11, 2025, regarding Annexation of property within the Bethlehem Roanoke Water District. This letter was read in its entirety and will be (*Exhibit A*) as a permanent part of the minutes.

Mr. O'Briant concluded his report.

>>Council held some discussion as it relates to the letter from Attorney Hughes. Council Member Floyd Rogers addressed the fact that Council and Staff have to communicate with many different resources in order to have clarity to provide accurate information back to the public as it relates to the annexation of Wolf Creek.

>>Council Member Cameron Rivers stated he needs more clarification about next steps and final plans from the developer. Mr. Rivers further requested that it be noted that he does not agree with the content of the letter from Mr. Hughes and was not aware the letter was going out. Council

Member John McManus commented to Mr. Rivers that he thought the letter was more about opening up dialogue to discuss the issues, and not a demand. Mr. McManus stated these conversations need to happen in order to obtain solutions about the water for this property. Mr. Rivers stated it was not his intention to debate or discuss; he was stating his opinion that he does not agree with the content of the letter. Also, he does not have certainty about final solutions, and he wants his opinion noted.

>>Council Member Floyd Rogers stated it was his understanding that the Council will entertain a public hearing on Sept. 8, 2025, and he would advise moving the meeting to the Senior Center. Mayor Scipio and Council concurred. It will be noticed the Sept. 8, 2025, meeting will be held at the Senior Center 129 Schoolhouse Street, Pickens SC.

#### **APPROVAL OF MINUTES:**

>>Motion was made by John McManus to approve the following minutes. Motion was seconded by Council Member Council Member Floyd Rogers and unanimously passed. (Ray Wilson voting via phone)

- July 14, 2025, Regular Meeting
- June 23, 2025, Special Called Meeting

#### **FIRST READING OF ORDINANCE NO. 2025-07, TO AMEND CHAPTER 18 ARTICLE IV, TO ADD SECTION 414 CONCERNING PLANNED DEVELOPMENT DISTRICT OF THE OFFICIAL ZONING ORDINANCE:**

Mr. O'Briant stated this Ordinance is to add the Planned Development District (PDD) to the Zoning Ordinance which gives Council the authority to approve specifics of site plans. Mr. O'Briant stated this will ensure that a development agreement, once approved, cannot be changed without Council approval.

>>Motion was made by Council Member Allie Winter that this constitute a First Reading of Ordinance No. 2025-07. Motion was seconded by Council Member Floyd Rogers.

Mayor Scipio called for discussion.

>>Mayor Scipio wanted clarity that this PDD will allow Council to control growth and that development would suit the character of Pickens. Ms. Vissage stated this is the purpose.

>>Council Member John McManus clarified with Ms. Vissage that this is a new addition to the Zoning Ordinance, and it provides for residential, commercial, industrial, and mixed use. Mr. McManus wanted to know if the PDD addresses larger developments like Wolf Creek, construction entrances and construction traffic. Ms. Vissage stated it did.

>>Council Member Allie Winter asked about plans for HOA's. Ms. Vissage stated that it is not addressed, and she can ask the attorney who will attend the next work session. Ms. Winter also inquired about road plans and the responsibility for those roads. Ms. Vissage stated that it would need to be addressed as well.

>>Council Member Floyd Rogers stated he had several concerns, and he would send those to Ms. Vissage so she can communicate those with the attorney. Main Concerns were as follows:

- Council retains final authority, and all changes of site plans will come back to council
- Tie Ordinance to the contract, integrate annexation contract terms directly to the PDD
- Periodic reporting, developer to submit progress/compliance reports
- Thresholds for significant changes, mandatory impact studies such as traffic, utility, school, and emergency services
- Clarify public hearings when amendments to the ordinance arise

- Enforcement clause, specific penalties, remedies, stop work authority, and dispute resolution

Council Member Rogers will also provide language for each of these bullet points. Council also discussed this will be for the City as a whole as any development comes forward.

>>Mayor Scipio stated there is a motion and a second on the floor, the motion has been discussed, and he called for the vote. All members voted in favor that this constitutes a First Reading of Ordinance No. 2025-07 with the exception of Council Member Cameron Rivers who opposed. Motion carried 5-1.

**FIRST READING OF ORDINANCE NO. 2025-08, TO AMEND CHAPTER 16 ARTICLE IV. METHODS FOR CONTROLLING THE INTRODUCTION OF POLLUTANTS INTO THE MUNICIPAL STORM SEWER SYSTEM BY PROHIBITING ILLICIT CONNECTIONS AND DISCHARGES; AND TO AMEND ARTICLE V. STORMWATER MANAGEMENT UTILITY:**

Mr. O'Briant stated this is a mandatory amendment to the Stormwater Ordinance and as stated in his Administrator report the State of South Carolina informs municipalities regarding management of stormwater.

>>Motion was made by Council Member Floyd Rogers that this constitute a First Reading of Ordinance No. 2025-08. Motion was seconded by Council Member John McManus.

Council Member John McManus noted the amount of redlined language and inquired if this was from the State. Tim O'Briant stated some is from the Department of Environmental Services as well as Pickens County. Again, the City Attorney will be here for the Work Session of the 8/25/25 and will be finalizing this language. Mr. O'Briant stated it is the purpose of having this ordinance in place by 8/30/25. And the Council can vote on 8/25/25 with proper notice.

Mr. Rogers stated he thinks the City should follow the State, but more importantly we need to seek informational guidance and educational pamphlets to distribute to residents and businesses about stormwater management/maintenance.

>>After discussion was complete, Mayor Scipio called for the vote. All members voted in favor that this constitutes a First Reading of Ordinance No. 2025-08. Motion carried with a unanimous vote.

**CONSIDERATION OF THE PLANNING COMMISSIONS DENIAL RECOMMENDATION FOR THE REZONING OF 206 GRIFFIN STREET:**

Ms. Vissage stated this is the Old Colonial house at 206 Griffin St. The owner requested this be rezoned from R-12 (single-family) to Central Business District and the Planning Commission has denied the request due to the neighborhood and surrounding properties being impacted by traffic and hours of a proposed restaurant. Tim O'Briant stated this is now before Council and Council has the authority to uphold the Planning Commission's recommendation or not.

Mayor Scipio stated this property has been a restaurant at one time.

>>Council Member Allie Winter made a motion to consider the Planning Commissions denial. Council Member John McManus asked for clarification of the motion. Mayor Scipio stated the motion would be for consideration of the Planning Commissions denial recommendation for the rezoning of 206 Griffin Street.

Mr. McManus asked Ms. Winter was her motion to accept this denial. Ms. Winter stated she was bringing the issue forward for questions and discussion. (motion did not receive a second)

>>Council Member John McManus stated he would make a motion to accept the Planning Commission's recommendation to deny this zoning request. (Motion did not receive a second)

Council Member Ray Wilson asked if he could move to deny the denial and open the floor for discussion. Mr. Rogers asked if this item could be discussed this evening. Mayor Scipio stated that the motions have not received a second and he would propose the Council wait until the work session of August 25, 2025, and discuss this issue more. (this item will return on the next agenda)

**CONSIDERATION OF THE ESTABLISHMENT OF POLICIES AND PROCEDURES TO DELEGATE COUNCIL'S SUPERVISION OF THE CITY ADMINISTRATOR, CITY CLERK, FINANCE DIRECTOR, MUNICIPAL JUDGE AS IT RELATES TO DAY-TO-DAY OPERATIONS:**

Mr. O'Briant stated this was from the last meeting. Council Member Floyd Rogers has requested this item be discussed and have a policy. There is no policy yet to debate.

In the last meeting Attorney Hughes' response was that the Administrator would be the day-to-day report for all employees. The Administrator will report to the Mayor, and the Mayor will communicate with all Council Members. The Mayor agrees but wants to have the proper communication with Council that does not give the appearance of making decisions via text, email, or group calls.

Mr. Rogers stated he is requesting clarification about staff that report to Council. Council Member Cameron Rivers also agreed there could be better communication and more clarity. Mr. Rogers stated he would like the attorney to create an Ordinance or Policy for clarity. Council Member John McManus stated he also wants clarity about the establishment of council committees, and perhaps a committee could provide further guidance. (Mayor Scipio stated this will be further discussed at the next work session)

**RE-APPOINTMENT TO THE BOARD OF ARCHITECTURAL REVIEW:**

Ms. Vissage stated she would like to re-appoint Doug Tate. He has been on the Board since 2017. Mr. Tate is a local business owner and does a good job.

>>During Council discussion, Council wanted to know if there were term limits. Ms. Vissage stated the Architectural Review Board does not have term limits. Council inquired about others who may want to serve. Ms. Vissage stated she can open it up and seek other applicants that may be interested. Council Member Ray Wilson stated the Code provides there are limits of (2) terms. Ms. Vissage apologized, she thought those terms were Planning Commission only. Ms. Vissage will bring back interested applicants.

**COMMENTS FROM COUNCIL:**

Mayor Scipio went over some of the next work session items.

- Street Light Reports (Chief Beach)
- Traffic on Main Street (Chris Elrod)
- Trash Truck expenses
- Baily Bill Ordinance
- Sign Ordinance Changes - site temporary signs
- Standing committee discussion
- Further discussion regarding Planned Development District
- Further discussion regarding Storm Water
- Ordinance for Business license schedule

>>The Mayor stated there may be other items, but he will be trying to let Council know the list he has to date.

It was agreed by Council to meet at 5:00p.m. for this work session.

**ADJOURNMENT:**

Hearing no further business, Mayor Scipio called for the motion to adjourn. Motion was made by Council Member Floyd Rogers, seconded by Council Member Ray Wilson, and unanimously approved to adjourn. Pickens City Council stood adjourned at 7:59 p.m.

Respectfully Submitted:

Approved:

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Donna F. Owen, City Clerk

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Isaiah Scipio, Mayor

**DUGGAN & HUGHES, LLC**  
ATTORNEYS AND COUNSELORS AT LAW

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Mailing Address  
Post Office Box 449  
Greer, S.C. 29652

August 11, 2025

*Via Fax (864) 878-5009 and Certified Mail*

Bethlehem Roanoke Water District  
Attn: Jason E. Hall, General Manager  
PO Box 853  
Pickens, SC 29671

**Re: Annexation of Property within Bethlehem Roanoke Water District  
TMS No. 4180-00-46-1109**

Dear Mr. Hall:

I am the city attorney for Pickens. I understand there have been several efforts made by the City to discuss an annexation petition of certain real property located at the intersection of Mauldin Lake Road and Wolf Creek School Road and within the Bethlehem Roanoke Water District (BRWD) and the provision of water service to said property.

I am hopeful to open the dialogue for conversation between the City and BRWD as the City moves forward with annexation. I want to specifically address your letter dated July 16, 2025 in which you state that BRWD "will not relinquish or transfer its right to provide water service within our currently established boundaries."

The City recognizes that the subject property is within the boundaries of BRWD, and the City further recognizes that state law provides certain protections for BRWD. However, state law also provides that municipalities have the right to determine whether to provide services in annexed area pursuant to a plan (See S.C. Code §5-3-310). The City intends to exercise that right.

S.C. Code §5-3-310 provides as follows (emphasis added):

When all or part of the area of a special purpose district as defined in Section 6-11-1610 or a special taxing district created pursuant to Section 4-9-30 or Section 4-19-10, et seq. or an assessment district created pursuant to Chapter 15 of Title 6, or any other special purpose district or special taxing or assessment district is annexed into a municipality under the provisions of Section 5-3-150 or 5-3-300, the following provisions apply:

(1) At the time of annexation or at any time thereafter the municipality may elect at its sole option to provide the service formerly provided by the district within the annexed area. The transfer of service rights must be made pursuant to a plan formulated under the provisions of Sections 5-3-300 through 5-3-315.

(2) Until the municipality upon reasonable written notice elects to displace the district's service, the district must be allowed to continue providing service within the district's annexed area.

(3) Annexation does not divest the district of any property; however, subject to the provisions of item (4) below, real or tangible personal property located within the area annexed must be transferred to the municipality pursuant to a plan formulated under the provisions of Sections 5-3-300 through 5-3-315.

(4) In any case in which the municipality annexes less than the total service area of the district, the district may, at its sole discretion, retain ownership and control of any asset, within or without the annexed area, used by or intended to be used by residents within the district's unannexed area or used or intended to be used to provide service to residents in the unannexed area of the district.

(5) Upon annexation of less than the total area of the district, the district's boundaries must be modified, if at all, by the plan formulated pursuant to the provisions of Sections 5-3-300 through 5-3-315. The plan must specify the new boundaries of the district.

The foregoing law grants the City the right to provide service to the annexed area pursuant to a plan, and therefore, contrary to your position, BRWD does not have right to deny the City the right to provide water service upon annexation. The SC State Attorney General's Office agrees: "By its plain language, section 5-3-310 establishes that an annexing municipality has the sole discretion whether to assume the responsibility for providing services currently provided by a special purpose, special taxing, or special assessment district. (2012 WL 1377689 (S.C.A.G. Mar. 30, 2012)(emphasis added).

If the City and BRWD cannot agree to a plan, then the law provides a method for formulating a plan for services through a 3-member committee with mandated participation by BRWD. If a plan cannot be agreed upon, then a party can request for the Court to intervene. See S.C. Code §5-3-311. Importantly, S.C. Code §5-3-311(7) provides that the absence of a finalized plan may not alter or delay the effective date of annexation.

Based upon the foregoing, the City has the right to annex and provide service and BRWD has the obligation to participate in formulating a service plan.

Furthermore, it makes more economical and engineering sense for the City to assume service to the subject property. This is an important consideration since the plan required by S.C. Code §5-3-311 must "balance the equities" between the residents and taxpayers both inside and outside the annexed area. It is my understanding that BRWD does not currently provide service to the subject property and would incur significant cost to build the infrastructure necessary to provide service. On the other hand, the City's water system is ready and capable of providing

service without significant cost.

Based upon the foregoing, BRWD has an obligation to confer with the City to develop a plan to establish the transfer of service rights as required by state law. It is the City's hope that this plan for transfer of rights can be accomplished in a mutually agreeable manner in the very near future. The City wants to keep and maintain its good relationship with BRWD.

Upon review of this letter, please reach out to me to discuss. I respectfully request a response within ten (10) days of this letter. The City is committed to working with you in good faith to resolve this matter, and I am hopeful that will happen.

Sincerely,

DUGGAN & HUGHES, LLC



Daniel R. Hughes  
dhughes@dugganhughes.com

DRH/tab

cc: Mayor Isaiah Scipio and City Council (via email)  
Tim O'Briant (via email)

**City of Pickens  
Work Session  
Monday August 25, 2025  
5:00 P.M.**

The Mayor and City Council convened at City Hall 219 Pendleton Street, Pickens S.C. for a Work Session. Agendas were posted and sent to media on August 21, 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  
Council Member Allie Winter

Staff:

Administrator Tim O'Briant  
Attorney, Daniel Hughes  
Finance Director, Mandy Hess  
Chief of Police, Randal Beach  
Fire Chief, Chris Elrod  
Trey Adams, Public Works Director  
Jonathan Morris, Recreation Director

***(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 and on-line).***

**WELCOME AND CALL TO ORDER:**

Mayor Scipio called the meeting to order and welcomed those in attendance. Mayor Scipio further gave the Invocation followed by the Pledge of Allegiance.

**COMMENTS FROM MAYOR SCIPIO:**

Mayor Scipio stated no comments at this time due to the length of the agenda.

**ADMINISTRATOR'S REPORT:**

Tim O'Briant informed the Mayor, Council, and the Public of the following items.

- Mr. O'Briant stated for the record that the Mayor and City Council have been told numerous times that there is a petition of 1400 signatures opposing annexation. To date the City officials have not been presented with a copy of said petition.
- There was a sewer line repair on Main Street that will have a positive effect on the building where the El Agave restaurant is located. They have had a lot of trouble with bathrooms, and this repair should be significant for the entire building. Mr. O'Briant thanked Public Works as this was an emergency repair.
- The new Codes Enforcement officials are having a positive response as they have already been discussing code violations with residents and business owners.

- The water meter replacements are moving forward and there have been errors with billing and usage readings. The staff, meter vendors, and IT vendors are all working together to resolve these issues. If citizens need assistance in reviewing bills, please allow staff to explain this process.

**FINANCE DIRECTORS REPORT:**

Ms. Hess stated her reports are in the packet and she would answer any questions. Ms. Hess pointed out the following items.

- Year-end is almost complete and shows less than 1% of actual budget; this is exceptionally good for year-end to be this close to the allocated budget.
- The CDs at TD Bank and Pickens Saving will mature. The TD Bank will mature in October, and Council will need to give direction if they want to place those funds in the Local Government Investment Pool (LGIP). The CD from Pickens Savings will be deposited into the general fund to reimburse the purchase of the Dalton property.
- Staff will need Council direction on the request to sponsor the Blue Flame Booster Club.

Council held much discussion and obtaining clarification as it relates to FEMA reimbursement, Blue Flame Booster Club support, SCIP grants, the CD's that will be maturing, LGIP reinvestment, court reinvestment, deposits, accounts that appear to be new, and the current percentages used in the newly allocated budget. Ms. Hess, Tim O'Briant and Chief Elrod clarified many items that were in the discussion. It was also proposed that Council can make time with Ms. Hess to further discuss any concerns.

Ms. Hess further explained in regard to funding items like the Booster Club, Council allocated \$14K for these types of sponsorships.

>>It was the consensus of Council to allow Ms. Hess to give the Blue Flame Boosters \$1,000.00.

>>It was also the consensus of Council to entertain a quarterly special work session just to go through items of budget concerns.

**FURTHER DISCUSSION REGARDING ORDINANCE NO. 2025-07, TO AMEND CHAPTER 18 ARTICLE IV, TO ADD SECTION 414 CONCERNING PLANNED DEVELOPMENT DISTRICT OF THE OFFICIAL ZONING ORDINANCE:**

This ordinance was given a First Reading on 8/11/2025 and is now back before Council for further discussion.

Attorney Daniel Hughes stated he had added the changes the City Planner and Council had requested. Mr. Hughes went over each section of the Ordinance as provided in the agenda packet. Mr. Hughes pointed out this revision will generate much control and discretion to Council. Mr. Hughes emphasized items such as the approval procedure where there is a pre-application meeting at the direction of the Planning Director. This will give Council a clear vision of what the Planned Development (PD) is going to look like and what the developer's intentions are for the property.

Council began discussion as it relates to minimum acreage size for residential, industrial, and commercial, placing a minimum (5) acres in the PD, zoning/variances as it falls under a PD versus regular zoning, and/or requesting variances.

>>Council determined that development under zoning will need to be a separate discussion, and this meeting will continue discussing development as it pertains to the Planning Development portion.

Council continued discussing the acreage for industrial being high and making residential more. Council Member Allie Winter suggested changing residential to a (5) acre minimum and making industrial less.

>>Council did determine that staff will look at other communities about the (5) acre minimum.

Council Member John McManus mentioned the fact that if a person were looking at a (2) acre parcel they could not develop under a PD. Jennifer Vissage stated the development would happen under regular zoning or request a variance. Mr. Hughes reminded Council the structure of a PD is about the size of the area because a PD is about open space, amenities, and a variety of structures.

Mayor Scipio stated it is clear Council wants to control growth. Therefore, make it mandatory that everything (5) acres or over must meet the requirements of the PD.

Council Member John McManus asked for clarification, does every development (5) acres or over have to have a PD. It was clarified that a person would have to choose to apply for the PD and they could develop under their current zoning. Mr. McManus stated that a person could do more without the PD, and who will enforce. Mr. McManus also brought up an example of (2) parcels that join, and they are developing together, not in phases, and not under a PD.

Mr. Hughes clarified the PD is the tool to assist where the typical zoning is not appropriate.

Mr. O'Briant stated many of these issues can be dealt with as the Comprehensive Plan is moving forward. The Comprehensive Plan will dictate many of these concerns.

Council Member Allie Winter also requested that on section 414.6.14 (B) percentage of gross land area. Ms. Winter stated she would like to propose the residential be changed to 15%.

**FURTHER DISCUSSION AND CONSIDERATION OF SECOND READING OF ORDINANCE NO. 2025-08, TO AMEND CHAPTER 16 ARTICLE IV. METHODS FOR CONTROLLING THE INTRODUCTION OF POLLUTANTS INTO THE MUNICIPAL STORM SEWER SYSTEM BY PROHIBITING ILLICIT CONNECTIONS AND DISCHARGES; AND TO AMEND ARTICLE V. STORMWATER MANAGEMENT UTILITY:**

Mr. O'Briant stated this is a mandatory amendment to the Stormwater Ordinance and as stated during First Reading on 8/11/25 the State of South Carolina mandates municipalities regarding management of stormwater. Mr. O'Briant stated this ordinance is being recommended this evening for Second and Final Reading as the State currently has the City of Pickens under a Notice of Deficiency. The Department of Environmental Services has extended the deadline for this Ordinance until August 30, 2025. Mr. O'Briant stated this is the Ordinance the State requires and is similar to other municipalities who have a MS4 permit.

>>Motion was made by Council Member John McManus that this constitute a second reading of Ordinance No. 2025-08. Motion was seconded by Council Member Allie Winter.

Council Member Floyd Rogers asked about the Administrator enforcing this Ordinance, or should Council be more involved. Mr. O'Briant stated he believes he and staff should be the first stop when citizens need to file a complaint. Mr. O'Briant also stated the engineering will be contracted out.

Council Member Allie Winter asked about the Fee structure. Mr. O'Briant stated he believed once the ordinance is in place, a fee analysis will be part of next year's budget.

>>Mayor Scipio called for the vote. The motion on the floor passed with a unanimous vote. This constitutes a second and final reading of Ordinance No. 2025-08

**FURTHER DISCUSSION REGARDING THE PLANNING COMMISSIONS DENIAL  
RECOMMENDATION FOR THE REZONING OF 206 GRIFFIN STREET:**

Mayor Scipio stated this was discussed on 8/11/2025. Council requested this item be brought back up for further discussion. The question for Council is does Council want to accept the recommendation of the Planning Commission which was to deny the rezoning from residential R12 to Central Business District. Or does Council want to override the Planning Commission and allow the rezoning. Mayor Scipio opened the floor for discussion.

During discussion, Council Member Floyd Rogers requested the property be rezoned and he stated several points: The property sits on the edge of the CBD, the property in the past has been a restaurant, ice cream parlor and a bed/breakfast, the property has been zoned CBD in the past and went back to R12, the proposed restaurant is a well known respected restaurant and would add to the vitality of this area.

Council Member Allie Winter stated that once a parcel is zoned commercial, that business can become something less desirable than the proposed restaurant, and can have hours that will not be suitable in an area zoned R12. Therefore, she proposed upholding the Planning Commission's opinion to deny the rezoning.

Ms. Vissage stated the Planning Commission denied this due to the restaurant plans are secondary to the core business of short-term rentals. The Commission does not recommend a restaurant in this area.

Council Member John McManus pointed out there are many businesses that can be in a Central Business District and this property was probably built and operated during a time when there was no zoning or clear lines between residential and commercial. Therefore, in his opinion the argument to rezone this property because of what it was in the past is not relevant at the present.

Council Member Cameron Rivers inquired if the Planning Commission was considering only the boundaries of 206 Griffin. Ms. Vissage stated that was the only property requested.

Mr. McManus inquired if the property at 200 Griffin Street could build a driveway and have access coming out on Queens Court. Jennifer Vissage stated yes, with an easement.

Mayor Scipio requested that Jonathan Baker, owner of the property being discussed, address Council on his plans for 206 Griffin Street. Mr. Baker stated that he would first state that he would not be putting a driveway in at 200 Griffin Street. He plans to put a pool in and place buffers between the two properties. He will use the colonial house (206 Griffin) as an Air B&B. Mr. Baker stated he did not want to put in a bar or other late-night establishment. Mr. Baker also stated in 2020 Moo's Creamery and Café did business in this location and was approved. Therefore, he stated he is not changing the use.

Mayor Scipio inquired about parking and stormwater. Mr. Baker stated he was not completely sure how he is going to utilize the driveway. He would like a courtyard in that area and less pavement. Mr. Baker stated he is working on a lease with another property for parking.

Council Member John McManus asked about conceptual plans for the property. Mr. Baker stated he had an idea of what he would like to do but he did not elaborate about the property as a whole and spoke more about the courtyard and driveway. Mr. McManus asked if he planned to keep the property and Mr. Baker stated that it was his intention, but things change. Mr. McManus stated his point is when zoning gets changed, that zoning carries forward to other potential owners.

>>Mayor Scipio thanked Mr. Baker and stated at the next Council meeting; Council will take this issue up for a vote.

**DISCUSSION OF ORDINANCE NO. 2025-06 AMENDING THE BUSINESS LICENSE ORDINANCE OF THE CITY OF PICKENS TO UPDATE THE CLASS SCHEDULE AS REQUIRED BY ACT 176 OF 2020:**

Tim O'Briant stated this is a simple ordinance that the State requires each municipality to update every odd year. This is to update the business licensing class schedule. Mayor Scipio stated if there are no questions this will have first reading at the next meeting.

**DISCUSSION OF AN ORDINANCE TO AMEND TEMPORARY SIGNS:**

Ms. Vissage stated that the Planning Commission would like to change the language to allow on premises General Business District to allow an annual fee for one banner or one feathering banner. This allows businesses that advertise specials to utilize their signs for more than 30 days. The other change was the signs in front of McDonalds are for City special events and can only be in place for 30 days and limited to (3) signs.

During Council discussion, attorney Hughes stated he will address political signs with Ms. Vissage. Political signs may not be treated differently than any temporary signs. Council was concerned about sign clutter and concerned that signs could be up year-round. It was established there is a general penalty in the zoning ordinance, and it is enforceable. This will come back for first reading at the next meeting.

Recess: Council Member Allie Winter moved for a (5) minute recess, motion was seconded by Council Member John McManus and unanimously passed. Council recessed at 7:06 p.m.

Reconvene: Council Member John McManus moved to reconvene from recess. Council Member Allie Winter seconded the motion. Council was back in public session at 7:14 p.m.

**DISCUSSION OF THE BAILY BILL ORDINANCE:**

Ms. Vissage stated the Baily Bill is a tax incentive for rehabilitation of older structures. Ms. Vissage stated this Ordinance can be constructed in many ways. The buildings have to be 50 years old, and a property owner can invest a minimum of 20% of the fair market value of the property back into the property and have the assessed value frozen for a said number of years at the pre-rehabilitation value. This ordinance allows (10) years, but the number of years can be determined by City Council. Mr. O'Briant stated this applies to City, County, and School taxes. This ordinance can be used for commercial and residential purposes.

Council discussed that the City would be in charge of deeming a property historical and keeping a local historical registry. Attorney Hughes stated that City Council has broad discretion in deciding if a property is historical. Also, every application must be approved by City Council. Council Member John McManus clarified that the ordinance should state both 50 years old and determined to be historical.

Staff will collaborate with the Attorney to bring back this ordinance for consideration.

**DISCUSSION REGARDING STREETLIGHTS:**

Chief Elrod came before Council to give an update regarding the City's streetlights. Chief Elrod stated the Administrator asked the fire department to observe the streetlights that were out. Chief Elrod provided that the City of Pickens has (466) streetlights of those there were (45) lights reported out, (7) lights were still on the map but were no longer in place, and (9) lights were found to be on a double billing from both Duke Energy and Blue Ridge Electric. Chief Elrod reported that all the lights are now working and the (6) of the (7) lights that were missing have been re-installed,

and the billing is resolved. Duke Energy will credit the City of Pickens. Council and the public were also informed the website for Duke Energy and Blue Ridge is user friendly for reporting an outage.

Council Member Cameron Rivers asked about procedures for adding lights. Chief Elrod stated it is fairly simple to make those requests, and he will assist in recommendations.

Tim O'Briant informed Council this was a huge task and Chief Elrod, and his staff have done an excellent job. The Mayor and Council thanked Chief Elrod for this report.

#### **DISCUSSION REGARDING TRAFFIC ON MAIN STREET AND PARKING:**

Chief Beach came before Council to discuss the Speed Calming devices that have been purchased to be placed at the end of West Main and on Jewel Street at the Middle School. Chief Beach apologized to Council that it has taken longer to have these devices in place. He believes he has now identified the correct personnel at Duke Energy to assist him, and he stated the electrical schematics are now in the hands of an electrician who is collaborating with Duke Energy in order to complete this task. Chief Beach apologized and reiterated he did not realize the complexity of these devices. Tim O'Briant thanked Chief Beach for his diligence in this task.

Mr. O'Briant stated in the agenda packet is the requested information regarding automated parking and traffic ticketing devices. The City of Clemson uses this system. This system uses pictures and generates photos in order to know if a vehicle has been in the same spot longer than the allotted time, at that point a computer generates a ticket. The vendor receives \$4.00 per ticket, and this City has the remaining revenue. Chief Beach also stated this is imaging technology and does not keep a run people's license plates. Chief Beach stated he recommended this program.

#### **DISCUSSION REGARDING THE COMMERCIAL TRASH TRUCK:**

Council received options in the event the current commercial truck may be down. Council received information on truck rentals, and other options. Mr. O'Briant stated as of this date the City Commercial truck is running well, and he is not recommending any action on this vehicle at this time.

#### **DISCUSSION REGARDING UPDATING SUPERVISORY AND CONTROL DATA ACQUISITION (SCADA):**

Mr. O'Briant reminded Council that they requested some more information to expand the current SCADA system that would provide more security throughout the entire system. Mr. Adams, Public Works Director, described the areas that would benefit from this purchase with focus on the lift stations. Mr. Adams stated covering (6) lift stations would cost approximately \$70K. This purchase would require a budget amendment.

Council stated they would like SCADA to be part of next year's budget process.

#### **DISCUSSION REGARDING OFFER TO PURCHASE PROPERTY:**

Council had before them an offer to purchase property from the City known as the "Dalton Property." The offer is from South Fork Properties. Council was reminded this property has the bisected sewer lines. The offer is for \$170K, the developer would like the City to hold the mortgage while the property is being developed. Attorney Hughes stated he would not recommend the City holding the mortgage. Council concurred with Mr. Hughes. Council Member John McManus stated he would like to study the options of correction of the sewer issue and create more value to the property. Council would like more information on the potential for this property and also include the Comprehensive Plan as the best use of this property. Council is not interested in the offer at this time.

## **SC RURAL WATER ASSOCIATION (VOTING DELEGATE)**

This is a request for Trey Adams to serve as a voting delegate on the South Carolina Rural Water Association. There will need to be a resolution for this at the next meeting. This board does not make City Council decisions.

## **DISCUSSION REGARDING STANDING COMMITTEES:**

Mayor Scipio asked the Council do they want to go back to standing committees, or do they want to keep the Committee of the Whole (COW).

During discussion, Council Member Cameron Rivers stated he feels like Council is now getting into a good rhythm of communication and getting used to the way business is conducted. Therefore, he would like to stay with COW.

Council Member Floyd Rogers stated he had heard from previous Council Members that standing committees tend to divide Council and he does not want that to happen. Attorney Hughes stated he has experienced both standing and COW work well. Mr. Rogers stated he would like more interaction between Council and Departments.

Council Member John McManus inquired about the extra meeting of committees and would information be presented to everyone.

Attorney Hughes stated all committees are open to the public and must post an agenda and have minutes for those meetings. Attorney Hughes also stated there is nothing to keep Council Members from communicating with department heads and City employees. However, if there are concerns, Council Members should report those to the Administrator. Further stated was the fact that Council Members should not engage in giving directives.

Council thanked Mayor Scipio for bringing this issue up and allowing Council to communicate. The code also provides there can be a special committee appointed at any time if there is a need.

Council concluded they will continue to meet as a Committee of the Whole at this time. Council may discuss this issue after the 2025 election.

## **COMMENTS FROM COUNCIL:**

Council Member John McManus inquired about the Geograph Company and their plans. Mr. O'Briant stated they were going to utilize a certain amount of square footage for retail. Therefore, they are proceeding. This exception has been made for other business owners on Main Street. Mr. McManus also stated that Council has discussed reviewing the Central Business District and the zoning ordinance. Mr. O'Briant stated this will be studied during the update of the Comprehensive Plan. Council Member Cameron Rivers commented that he did not realize Geograph was moving forward.

Council Member John McManus inquired about the "Teen Canteen" located on Hagood Street. Mr. O'Briant updated Council that he is collaborating with the architect and construction company to prepare cost analysis back to Council. Mr. O'Briant stated he is working to obtain this cost in phases. Collaborating with the architect and general contractor is a budgeted expense. Council will determine next steps based on the cost analysis. Mr. Rivers stated there is the possibility that it is not feasible to revitalize this building. Mr. O'Briant stated this is part of the analysis.

Council Member Floyd Rogers inquired about the Wolf Creek Development Agreement. Mr. O'Briant stated that Attorney Hughes has reviewed the development agreement, and the developer is determining the cost calculations. Attorney Hughes stated that he has had discussions with the developer's attorney, and he has not seen any issues with the Development Agreement, and he should be able to have something for Council in the near future. Mr. Rogers asked about the issue

with water. Mr. Hughes stated he would not want to elaborate on this issue in public session. Mr. Rogers stated he thought it should be public and further stated this is Council Comments, and he wants to comment on the important parts of the Development Agreement. He also wants his constituents to know what is going on as it relates to this issue.

Mayor Scipio stated this is a legal issue and the attorneys are negotiating certain items of the agreement. Mr. Rogers debated that he wants to know, so that he can always be transparent to the citizens.

>>Council Member John McManus moved to adjourn. Council Member Ray Wilson requested to make a comment before the adjournment.

Mr. Wilson inquired about the Urban Housing meeting last week and asked for any updates. Mr. O'Briant stated he would get some information out to Council but unfortunately during the meeting he was on the phone with an emergency personnel issue.

**ADJOURNMENT:**

Hearing no further business, Mayor Scipio called for the motion to adjourn. Motion was made by Council Member Floyd Rogers, seconded by Council Member Allie Winter, and unanimously passed. Pickens City Council stood adjourned at 9:02 p.m.

Respectfully Submitted:

Approved:

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Donna F. Owen, City Clerk

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Mayor Isaiah Scipio

**City of Pickens  
Regular Meeting  
September 8, 2025  
6:00 P.M.**

The Mayor and City Council convened at the Hagood Community Center, 129 Schoolhouse Street, Pickens S.C. for a Regular Meeting. Agendas were posted and sent to media on September 4, 2025.

Council Members in Attendance:

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

Absent: Mayor Scipio

Staff:

Administrator Tim O'Briant

***(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 Pro-Tem Council Member Cameron Rivers called the meeting to order and welcomed those in attendance. Council Member Floyd Rogers gave the invocation followed by the Pledge of Allegiance.

**MOTION TO HAVE A REGULAR BUSINESS MEETING ON SEPTEMBER 29<sup>TH</sup>, 2025:**

Mr. O'Briant stated that due to the fact that City Council is meeting in regular session and not having a work session in the month of September, it is advised by the City Attorney to have a motion to approve the schedule.

>>Motion was made by Council Member Allie Winter, seconded by Council Member Floyd Rogers, and unanimously approved.

**PUBLIC HEARING - ORDINANCE NO. 2025-04 TO PROVIDE FOR THE ANNEXATION OF PROPERTY OWNED BY EDDIE DEAN HOLDER, TRUSTEE, OF THE EDDIE DEAN HOLDER REVOCABLE TRUST DATED MARCH 22, 2018, AS AMENDED LOCATED AT THE INTERSECTION OF MAULDIN LAKE ROAD AND WOLF CREEK SCHOOL ROAD TAX MAP PARCEL #4180-00-46-1109 BY ONE HUNDRED PERCENT PETITION METHOD PURSUANT TO THE PROVISIONS OF S.C. CODE SECTION 5-3-150(3); AND TO ESTABLISH A ZONING CLASSIFICATION OF (TO BE DETERMINED UPON A RECOMMENDATION FROM THE PLANNING COMMISSION AND SUBSEQUENT CITY COUNCIL ACTION) FOR SAID PROPERTIES:**

Mayor Pro-Tem Cameron Rivers stated he would open the Public Hearing, and he is allowing (5) minutes per speaker. Mr. Rivers stated he would be strict regarding the time limit. There will not be a vote, this forum is to hear from the public.

Mr. O'Briant gave a brief overview of this annexation process and stated the developer and attorneys are working on infrastructure and various other items. Mr. O'Briant stated holding a

Public Hearing on a 100% annexation request is not mandatory. However, Council is providing for the public hearing in order to hear from citizens.

1. Pam Winters- Ms. Winters, addressed Council regarding her opposition to this annexation. Ms. Winters presenting findings from a recent door-to-door canvassing effort conducted across all six precincts of Pickens. Ms. Winters reported that 263 registered voters were surveyed, representing over 13% of the city's electorate. Of those surveyed, 98.1% (258 voters) opposed annexation, while only 1.9% (5 voters) supported it. Ms. Winters stated she would hope each Council Member votes no to the annexation.
2. Edwina Long- Ms. Long informed Council that she is extremely opposed to this annexation. Ms. Long stated she is positive that over 90% of the population in her community is opposed. Ms. Long stated that elections were coming up and she would advise that elected officials should realize that they work for the citizens. Ms. Long stated she would hope City Council would notice there is an overwhelming number of people who oppose this annexation.
3. Jessica Merrill- Ms. Merrill reiterated Ms. Winters' statistics regarding the recent door-to-door in the City of Pickens where the majority of citizens surveyed were opposed to this annexation. Ms. Merrill reminded council members that during a previous meeting, only one individual, affiliated with the Chamber of Commerce, spoke in favor of annexation. All other speakers opposed. Ms. Merrill stated, knowing these statistics, she would hope the City Council would vote no on this annexation project.
4. Gigi Greenberger- Ms. Greenberger voiced her opposition to the proposed annexation and emphasized the importance of the 2012 Comprehensive Plan, which outlines slow, controlled growth and the preservation of existing community character as its core objectives. Ms. Greenberger raised concerns about the Planned Development (PD) zoning as it could be perceived as a way to ignore the 2012 plan. She asked council members to oppose this annexation project.
5. Johnathan Baker- Mr. Baker expressed appreciation for those who took the time to listen to community voices and accurately represent the data and concerns of the people. Mr. Baker emphasized the importance of elected officials fulfilling their duty to represent constituents. Mr. Baker stated he was concerned about public trust and stated there needs to be unity. Mr. Baker thanked all individuals involved in community outreach and obtaining statistics to give back to City Council Members.

**SECOND READING ORDINANCE NO. 2025-07, TO AMEND CHAPTER 18 ARTICLE IV, TO ADD SECTION 414 CONCERNING PLANNED DEVELOPMENT DISTRICT OF THE OFFICIAL ZONING ORDINANCE:**

Mayor Pro-Tem Rivers stated the next item on the agenda is the consideration of second reading of Ordinance No. 2025-07. Mr. Rivers asked Mr. O'Briant to give Council an overview.

Mr. O'Briant stated the purpose of the Plan Development addition to the zoning ordinance provides City Council with sole authority to approve site plans for planned development. This applies to both future developments within city limits and potential annexed areas, including irregular enclaves. Mr. O'Briant stated the planned development process requires the developer to submit detailed plans, respond to a comprehensive list of questions, and agree to specific commitments. Any changes must be reviewed and approved by the Council. The City now conducts its own building inspections and code enforcement. Non-compliance by developers would result in denial of project completion or certificate of occupancy.

>>Motion was made by Council Member Floyd Rogers and seconded by Council Member Allie Winter that this constitutes a Second and Final Reading for Ordinance No. 2025-07.

During Council discussion, Council Member John McManus and Council Member Allie Winter confirmed the proposed changes are in the ordinance from first reading.

Council Member Floyd Rogers wanted clarification regarding how the proposed annexation agreement with Wolf Creek would work with the Planned Development District (PDD) to ensure this ordinance cannot be misinterpreted, and that Council will stay in control of development. Mr. O'Briant stated this ordinance will be for development moving forward, and this ordinance will provide for a developer to come before Council with initial plans that will be followed by the cost and paperwork of a site plan. Mr. O'Briant stated he does not see a scenario where Council is not fully involved with future development in the City of Pickens.

Council discussed they were in agreement with a (5) acre minimum. Council Member John McManus stated the purpose of the ordinance is to provide flexibility in development, especially in unusual situations. It is not designed for developers to sidestep existing zoning. Mr. McManus stated this is a good document to have in the zoning ordinance and many communities are adopting a PDD.

Mr. O'Briant reiterated this is not a vote on annexation. This ordinance is a tool for the City Council to be very specific, with types of buildings, parking, landscaping, etc. Mr. O'Briant stated none of these decisions are in Council control now but will be at the passing of this ordinance. Mr. O'Briant stated if the proposed annexation happens, this ordinance would be used.

Mr. O'Briant also answered questions regarding smaller development under standard zoning with protections of density as the Comprehensive Plan is Developed.

Mayor Pro-Tem Rivers stated there seems to be many questions regarding the PDD and asked if this should be tabled.

Mr. Rogers stated he was comfortable with the knowledge that the Comprehensive Plan is another use for governing growth, and the PDD can be amended.

Council concurred, they are ready to put this ordinance into action and amend as needed.

>>Mayor Pro-Tem Rivers called for the vote. The motion carried that this constitutes a Second and Final reading of Ordinance No. 2025-07. Motion passed 5-1 with Mr. Rivers voting in opposition.

**COUNCIL COMMENTS:**

Council Member John McManus reiterated that Council is still meeting and getting information as it relates to the proposed annexation of Wolf Creek/Mauldin Lake.

Council Member Floyd Rogers also stated there will be more information and more questions prior to a vote on the annexation process.

Mayor Pro-Tem thanked everyone for participating this evening and stated he does listen to what the citizens are vocal about. He hopes the City can work with everyone involved for a good resolution. Mr. Rivers concluded by quoting Red Skelton's commentary about the Pledge of Allegiance as it pertains to *And to the Republic* "and it's from the people to the leaders, not from the leaders to the people." Mr. Rivers encouraged everyone to listen to the entire commentary.

**ADJOURNMENT:**

Hearing no further business, Mayor Pro-Tem Rivers called for the motion to adjourn. Motion was made by Council Member Ray Wilson, seconded by Council Member Floyd Rogers, and unanimously approved to adjourn. Pickens City Council stood adjourned at 7:04 p.m.

Respectfully Submitted:

Approved:

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Donna F. Owen, City Clerk

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Cameron Rivers, Mayor Pro-Tem

**City of Pickens  
Special Called Meeting  
September 17, 2025  
3:00 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 September 15, 2025.

Council Members in Attendance:

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

Absent: Council Member, Floyd Rogers

Staff:

Administrator Tim O'Briant  
Attorney, Daniel Hughes

Other Individuals:

Property Developers, BRD Land Investments, Via Zoom  
Property Owner, Dean Holder  
Realtor, Dan Bracken

**WELCOME AND CALL TO ORDER:**

Mayor Scipio called the meeting to order and welcomed those in attendance. Mayor Scipio gave the invocation followed by the Pledge of Allegiance.

Mayor Scipio noted the absence of Council Member Floyd Rogers due to health-related issues.

**CONVENE INTO EXECUTIVE SESSION FOR THE DISCUSSION OF NEGOTIATIONS INCIDENT TO PROPOSED CONTRACTUAL ARRANGEMENTS AND RECEIVE LEGAL ADVICE AS IT RELATES TO THE PROPOSED DEVELOPMENT/ANNEXATION OF WOLF CREEK AND MAULDIN LAKE ROAD PROPERTY PARCEL #4180-00-46-1109 Section 30-4-70 (a) (2):**

Mayor Scipio read the purpose for executive session

>>Council Member Allie Winter made the motion to convene into executive session for the stated purposes. Motion was seconded by Council Member Ray Wilson and unanimously passed.

**RECONVENE BACK INTO PUBLIC SESSION:**

Motion was made by Council Member John McManus, seconded by Council Member Allie Winter, and unanimously passed to reconvene back into Public Session.

**ACTION AS IT RELATES TO EXECUTIVE SESSION:**

No action or decisions were made 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 Allie Winter, and unanimously approved to adjourn. Pickens City Council stood adjourned at 5:15 p.m.

Respectfully Submitted:

Approve

\_\_\_\_\_  
Donna F. Owen, City Clerk

\_\_\_\_\_  
Isaiah Scipio, Mayor

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



**City of**  
**Pickens**  
*Where the Mountains Begin.*

**City of Pickens**

[www.cityofpickens.com](http://www.cityofpickens.com)

**Administrator**  
TIM O'BRIANT  
**City Clerk**  
DONNA F. OWEN

RESOLUTION NO. 2025-R2

A RESOLUTION OF THE CITY OF PICKENS, SOUTH CAROLINA, EXPRESSING GRATITUDE TO THE SOUTH CAROLINA STATE GUARD FOR THEIR ASSISTANCE FOLLOWING HURRICANE HELENE

WHEREAS, on September 26, 2024, Hurricane Helene brought historic flooding and widespread destruction to the City of Pickens and the surrounding Upstate communities; and

WHEREAS, the South Carolina State Guard promptly responded to our City's request for assistance with personnel, equipment, and logistical support that proves essential to the recovery and re-construction of the damages resulting from Hurricane Helene, and the overall well-being of the citizens of Pickens; and

WHEREAS, the assistance of the Guard included the full assessment of all facilities to assist with scoping projects within the FEMA Public Assistance Program; and

WHEREAS, the dedication, professionalism, and service demonstrated by the South Carolina State Guard reflect the highest traditions of service and provided knowledge, assistance, and resources to our community in its time of need;

WHEREAS, by and through its service to the citizens of Pickens, the South Carolina State Guard gave tangible and meaningful evidence that it remains "Trained and Ready" to serve the citizens of the City of Pickens as well as the State of South Carolina;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Pickens, South Carolina, that we hereby extend our deepest appreciation and sincere gratitude to the South Carolina State Guard for their invaluable service and unwavering commitment to the recovery and rebuilding of our community for the people of Pickens.

BE IT FURTHER RESOLVED that a copy of this Resolution be presented to the South Carolina State Guard as a permanent expression of the City of Pickens' recognition and thanks.

Adopted this \_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
Mayor, City of Pickens

\_\_\_\_\_  
Clerk to Council, City of Pickens

**ORDINANCE NO. 2025-06**

**AMENDING THE BUSINESS LICENSE ORDINANCE OF THE CITY OF PICKENS TO UPDATE THE CLASS SCHEDULE AS REQUIRED BY ACT 176 OF 2020.**

**WHEREAS**, the CITY OF PICKENS (the "Municipality") is authorized by S.C. Code Section 5-7-30 and Title 6, Chapter 1, Article 3 to impose a business license tax on gross income;

**WHEREAS**, by Act No. 176 of 2020, known as the South Carolina Business License Tax Standardization Act and codified at S.C. Code Sections 6-1-400 to -420 (the "Standardization Act"), the South Carolina General Assembly imposed additional requirements and conditions on the administration of business license taxes;

**WHEREAS**, the Standardization Act requires that by December thirty-first of every odd year, each municipality levying a business license tax must adopt, by ordinance, the latest Standardized Business License Class Schedule as recommended by the Municipal Association of South Carolina (the "Association") and adopted by the Director of the Revenue and Fiscal Affairs Office;

**WHEREAS**, following the enactment of the Standardization Act, the Municipality enacted Ordinance No. 2023-20 on January 8, 2024 , in order to comply with the requirements of the Standardization Act (the "Current Business License Ordinance");

**WHEREAS**, the City Council of the City of Pickens (the "Council") now wishes to amend the Current Business License Ordinance to adopt the latest Standardized Business License Class Schedule, as required by the Standardization Act;

**NOW, THEREFORE, BE IT ORDAINED** by the Mayor and Council of the CITY OF PICKENS, as follows:

**SECTION 1. Amendments to Appendix B.** Appendix B to the Current Business License Ordinance, the "Business License Class Schedule," is hereby amended and restated as set forth on the attached Exhibit A.

**SECTION 2. Repealer, Effective Date.** All ordinances in conflict with this ordinance are hereby repealed. This ordinance shall be effective with respect to the business license year beginning on May 1, 2026.

**ENACTED IN REGULAR MEETING, this \_\_\_ day of \_\_\_\_\_, 20\_\_.**

\_\_\_\_\_  
Isaiah Scipio, Mayor

ATTEST:

\_\_\_\_\_  
Donna Owen, Clerk

First reading: \_\_\_\_\_

Final reading: \_\_\_\_\_

**Exhibit A: Amendment to Classes 1 – 8 in Appendix B of the  
Current Business License Ordinance**

**APPENDIX B**

**Classes 1 – 8: Business License Class Schedule by NAICS Codes**

<b>NAICS Sector/Subsector</b>	<b>Industry Sector</b>	<b>Class</b>
<b>11</b>	Agriculture, forestry, hunting and fishing	1
<b>21</b>	Mining	3
<b>22</b>	Utilities	1
<b>31 - 33</b>	Manufacturing	3
<b>42</b>	Wholesale trade	1
<b>44 - 45</b>	Retail trade	1
<b>48 - 49</b>	Transportation and warehousing	2
<b>51</b>	Information	4
<b>52</b>	Finance and insurance	7
<b>53</b>	Real estate and rental and leasing	6
<b>54</b>	Professional, scientific, and technical services	4
<b>55</b>	Management of companies	7
<b>56</b>	Administrative and support and waste management and remediation services	3
<b>61</b>	Educational services	3
<b>62</b>	Health care and social assistance	3
<b>71</b>	Arts, entertainment, and recreation	3
<b>721</b>	Accommodation	1
<b>722</b>	Food services and drinking places	2
<b>81</b>	Other services	3
<b>Class 8</b>	<b>Subclasses</b>	
<b>23</b>	Construction	8.1
<b>482</b>	Rail Transportation	8.2
<b>517111</b>	Wired Telecommunications Carriers	8.3
<b>517112</b>	Wireless Telecommunications Carriers (except Satellite)	8.3
<b>517122</b>	Agents for Wireless Telecommunications Services	8.3
<b>5241</b>	Insurance Carriers	8.4
<b>5242</b>	Insurance Brokers for non-admitted Insurance Carriers	8.4
<b>713120</b>	Amusement Parks and Arcades	8.51
<b>713290</b>	Nonpayout Amusement Machines	8.52
<b>713990</b>	All Other Amusement and Recreational Industries ( pool tables)	8.6

*2025 Class Schedule is based on a three-year average (2019 - 2021) of IRS statistical data.*

State of South Carolina)

Ordinance Number 2025-09

County of Pickens)

City of Pickens)

**AN ORDINANCE TO AMEND CHAPTER 5 “BUILDING AND BUILDING REGULATIONS” OF THE CITY OF PICKENS, SOUTH CAROLINA TO PROVIDE FOR THE SPECIAL PROPERTY TAX ASSESSMENTS AUTHORIZED BY SECTION 4-9-195 AND MADE APPLICABLE TO MUNICIPALITIES BY SECTION 5-21-140 OF THE SOUTH CAROLINA CODE OF LAWS AS TO REAL PROPERTY WHICH QUALIFIES AS “REHABILITATED HISTORIC PROPERTY” AND OTHER MATTERS RELATED THERETO**

**Whereas**, §4-9-195 and §5-21-140 of the South Carolina Code of Laws (Supp. 2013), as amended, also known as the “Bailey Bill” provides that municipalities may be ordinance grant special property tax incentives to encourage the rehabilitation of historic buildings through a Bailey Bill program; and,

**Whereas**, the City of Pickens contains a substantial amount of historic property, the preservation of which is beneficial for the economic development of the County and for its citizens; and,

**Whereas**, the City of Pickens recognizes the importance of preserving its architectural and cultural heritage through the rehabilitation of historic properties, and,

**Whereas**, the Mayor and Council find that providing for this special property tax assessment will (1) encourage the restoration of historic properties, (2) promote community development and redevelopment, (3) encourage sound community planning, and (4) promote the general health, safety, and welfare of the community; and

**Whereas**, in order to effectively implement the Bailey Bill program and ensure equitable access to its tax incentives, the City must adopt a clear and consistent process for evaluating whether properties meet the criteria for historic designation and program eligibility.

**Now Therefore**, BE IT ORDAINED by the City Council of Pickens, South Carolina that:

**Section 1.** Chapter 5 of the City of Pickens Code of Ordinances is hereby amended by adding Section 5-6 entitled “Special Tax Assessment for Rehabilitated Historic Property” with the following, effective after the final reading, and shall continue in effect as hereafter amended.

**Chapter 5 “Buildings and Building Regulations”:**

**5.6 Special Tax Assessment for Rehabilitated Historic Property**

**5.6.1 General Provisions and Purpose.**

1. Pursuant to S.C. Code §4-9-195 and made applicable to municipalities by §5-21-140 of the South Carolina Code of Laws, as these sections may be amended from time to time, the City grants a special property tax assessment to real property which qualifies as a “rehabilitated history property” under the provisions of this Section. Unless otherwise specified by resolution of city council, the special assessment period shall be ten (10) years. City Council may, by resolution, approve a longer special assessment period, up to an aggregate period not to exceed twenty (20) years. To qualify for a special assessment period greater than ten years, city council must find that the proposed rehabilitation of

the subject property is extensive in scale and scope; will foster the economic viability of the surrounding community; and that granting an assessment period greater than ten years is in the best interest of the City. The purpose of the Special Tax Assessment is to:

- a. Encourage the restoration of historic properties;
  - b. Promote community development and redevelopment;
  - c. Encourage sound community planning; and,
  - d. Promote the general health, safety, and welfare of the community.
2. The City Council designates the Board of Architectural Review (“BAR”) to perform the council’s functions in regard to determining property to be “historic” and to certifying property as having qualified as “rehabilitated historic property” for special tax assessment purposes when all statutory requirements have been meet.

### **5.6.2 Eligibility for Special Tax Assessment**

1. To be eligible for the special property tax assessment, historic properties must receive preliminary and final certification. The designation process is listed in Section 7 hereof.

2. Property shall qualify as historic for the special assessment in accordance with the provisions of S.C. Code §4-9-195 as follows:

- a. It is listed in the National Register of Historic Places;
- b. the property is designated as a historic property as recommended by the BAR and approved by City Council based upon criteria established by City for Historic Site Designation and is at least fifty years old; or
- c. the property is at least fifty years old and is located in a historic district designated by the BAR at any location within the **historic overlay district** of the city.

### **5.6.3. Standards for review of rehabilitation work**

1. The proposed rehabilitation of the property shall be examined according to the following standards:

- a. The historic character of a property shall be retained and preserved and the removal of historic materials or alteration of features and spaces that characterize each property shall be avoided.
- b. Each property shall be recognized as a physical record of its time, place, and use changes. Changes that create a false sense of historical development shall not be undertaken. Most properties change over time. Those changes that have acquired historic significance shall be rated and preserved.
- c. Distinctive features, finishes, and construction techniques or examples of craftsmanship that characterize a property should be preserved.

- d. Deteriorated historic features shall be repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive feature, the replacement should match the old in design, color, texture, and other visual qualities and, where possible, materials. Replacement of missing features shall be substantiated by documentary, physical, or pictorial evidence.
- e. Chemical or physical treatments, such as sandblasting, that cause damage to historic materials shall not be used. The surface cleaning of structures, if appropriate, shall be undertaken using the gentlest means possible.
- f. New additions, exterior alterations, or related new construction shall not destroy historic materials that characterize the property and the new work shall be compatible with the missing, size, scale, and architectural features to protect the historic integrity of the property and its environment.
- g. New additions and adjacent or related new construction shall be undertaken in such a manner that if removed in the future, the essential form and integrity of the historic property and its environment would be unimpaired.
- h. Any other standards for rehabilitation established by the Standards for Rehabilitation established by the Secretary of Interior's Standards for Rehabilitation.

2. Work to be reviewed. The following work will be reviewed according to the standards set forth above:

- i. repairs to the exterior of the designated building;
- ii. alterations to the exterior of the designated building;
- iii. new construction on the property on which the building is located;
- iv. alterations to the interior primary public spaces; and,
- v. any remaining work where the expenditures for such work are being used to satisfy the minimum expenditures for rehabilitation.

3. *Minimum expenditures for rehabilitation* means the owner or the owner's estate rehabilitates the building, with expenses for rehabilitation **exceeding 20 percent** of the reasonable value of the building. Fair market value means the appraised value as certified to the BAR by a real estate appraiser licensed by the State of South Carolina; the sales price as shown in a bona fide contract of sale within 12 months of the time is submitted; or, the most recent assessed value published by the Pickens County Tax Assessor.

4. Expenditure for rehabilitation means the actual cost of rehabilitation relating to one or more of the following:

- a. Improvements located on or within the historic building as designated.

- b. Improvements outside of but directly attached to the historic building, which are necessary to make the building fully usable (such as vertical circulation) but should not include rentable/habitable floor space attributable to new construction.
- c. Architectural and engineering services are attributable to the design of the improvements.
- d. Costs are necessary to maintain the historic character or integrity of the building.

5. The special tax assessment may apply to the following:

- i. Structure(s) rehabilitated.
- ii. Real property on which the building is located.

6. To be eligible for the special tax assessment, rehabilitation must be completed within two years of the preliminary certification date. If the project is not completed after two years, but the minimum expenditure for rehabilitation has been incurred, the property continues to receive the special assessment until the project is completed, but not more than five (5) years, whichever shall occur first.

#### 7. Review Process

- a. Owners of property seeking approval of rehabilitation work must submit a rehabilitation historic property application for preliminary certification for special tax assessment with supporting documentation and an application fee as set forth in the City's fee schedule.
- b. Upon receipt of the completed application and applicable fee, the proposal shall be placed on the next available agenda of the BAR to determine if the project is consistent with the standards for rehabilitation. After the BAR makes its determination, the owner shall be notified in writing. Upon receipt of this determination, the owner may:
  - i. If the application is approved, obtain required permits and begin rehabilitation.
  - ii. If the application is not approved, the applicant may revise such application in accordance with comments provided by the BAR.
  - iii. If the application is not approved, appeal the decision to the state department of archives and history.
- c. Once preliminary certification is granted to an application, the BAR must approve substantive changes. Unapproved substantive changes are conducted at the risk of the property owner and may disqualify the project from eligibility. Additional expenditure will not qualify the project for an extension on the special assessment.
- d. Upon completion of the project, the project must receive final certification to be eligible for the special assessment. The BAR and City Staff, including the building official, shall inspect completed projects to determine if the work is consistent with the approval granted by the BAR. Final certification will be

granted when the completed work meets the standards and verification is made that minimum expenditures have been made. Upon receiving final certification, the property will be assessed for the remainder of the special assessment before the reasonable value of the property at the time the preliminary certification was made, or the final certification was made, whichever occurred earlier. If the completed project does not comply with all requirements for final certification final certification must not be granted and any monies not collected by the county tax collector due to the special assessment must be returned to the county tax collector. The city shall notify the county tax collector if final certification is not granted.

- e. For the remainder of the special assessment period after final certification, the property owner shall notify the BAR of any additional work, other than ordinary maintenance. The BAR will review the work at a regularly scheduled hearing and determine whether the overall project is consistent with the standards for rehabilitation. If the additional work is found to be inconsistent, the property owner may withdraw his request and cancel or revise the proposed additional work.
  
- f. When the property has received final certification and has been assessed as a rehabilitated historic property, it remains so certified and must be granted the special assessment until the property becomes disqualified by any one of the following:
  - i. Written notice from the owner to the BAR and the auditor requesting removal of the preferential assessment.
  - ii. Removal of the history designated by the City Council
  - iii. Rescission of the approval of the reaction by the BAR because of alterations or renovations by the owner of the owner's estate, which cause the property to possess the qualified no longer and features that made it eligible for final certification.
  
- g. The City shall, upon final certification of a property, notify the Pickens County Assessor, Auditor, and Treasurer that such property has been duly certified and is eligible for the special tax assessment.
- h. The special assessment only begins in the current or future tax years as provided for in this section. In no instance may the special assessment be applied retroactively.
- i. Once the BAR has granted the special property tax assessments authorized herein, the owner of the property shall make application to the Pickens County Auditor for the special assessment provided for herein.

**SECTION 2.** All ordinances or parts of ordinances in conflict with this ordinance, or otherwise inconsistent with its provisions, are hereby suspended to the extent necessary as to such inconsistency or conflict while this ordinance is in effect.

**SECTION 3.** This ordinance shall become effective upon and after its final passage.

ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

Attested:

First Reading \_\_\_\_\_

Second Reading \_\_\_\_\_

\_\_\_\_\_  
Mayor Isaiah Scipio

\_\_\_\_\_  
Donna Owen, Clerk

Approved as form:

\_\_\_\_\_  
Daniel Hughes, City Attorney

State of South Carolina)

Ordinance Number 2025-13

County of Pickens)

City of Pickens)

**AN ORDINANCE TO AMEND CHAPTER 5 “BUILDING AND BUILDING REGULATIONS” OF THE CITY OF PICKENS, SOUTH CAROLINA**

**Whereas**, the City of Pickens has adopted the Bailey Bill regulations pursuant to South Carolina Code §4-9-195 and §5-21-140 pursuant to Ordinance 2025-\_\_\_\_\_, providing property tax incentives to encourage the rehabilitation of historic buildings; and

**Whereas**, the City of Pickens recognizes the importance of preserving its architectural and cultural heritage through the rehabilitation of historic properties, and

**Whereas**, to effectively implement the Bailey Bill program and ensure equitable access to its tax incentives, the City must adopt a clear and consistent process for evaluating whether properties meet the criteria for historic designation and program eligibility.

**Now Therefore**, BE IT ORDAINED by the City Council of Pickens, South Carolina that:

**Section 1.** Chapter 5 of the City of Pickens Code of Ordinances is hereby amended by adding Section 5-7 entitled “Historic Site Designation” with the following, effective after the final reading, and shall continue in effect as hereafter amended.

**Chapter 5 “Buildings and Building Regulations”:**

**5.7 – Historic Site Designation**

**5.7.1 – Applicability**

Any property or structure listed on the Pickens Historic Register shall be subject to this Article.

**5.7.2. - Designation of the Pickens Historic Register.**

- A. **Initiation of Designations.** Initiation of the proposed designation of Historic Sites may be made by any member of City Council, or a board or commission appointed by City Council, or an owner thereof. A request for designation shall be made on the appropriate application form provided by the city and submitted to the Board of Architectural Review for review and public hearing.
- B. **Designation Criteria.** For a Historic Site to be designated for the Pickens Historic Register, the City Council must conclude that it:
  1. is significant in American, South Carolina, or Pickens history, architecture, archeology, engineering, or culture; and
  2. has integrity of location, design, setting, materials, or workmanship that need to be protected or preserved, and meets one or more of the following criteria:
    - a. it is associated with events that have made a significant contribution to history.
    - b. it is associated with the lives of people significant in history.

- c. it has distinctive characteristics of a type, period, or method of architecture or construction; represents the work of an expert; possesses high artistic values; or represents a significant and distinguishable entity whose components may lack individual distinction.
- d. it has yielded or is likely to yield information important in prehistory or history; or
- e. it is listed on the National Register of Historic Places.

**C. Public Notice.**

1. The Board of Architectural Review shall give the owners of properties proposed for designation as a Historic District or as an Historic Site written notice of the hearing by the Board on the application for such designation by mail sent to the address for the property listed on the most current City of Pickens real property tax records, unless another address is known by the Board, no fewer than 15 days prior to the scheduled date of the hearing. Such notice shall state the date, time, place, and purpose of the hearing. The notice shall be considered given when placed in the U.S. Post Office at Pickens, South Carolina, with proper postage affixed.
2. In addition, one public notice sign shall be posted on each street in front of the subject property stating the date, time, place, and purpose of the public hearing. Where more than one property is proposed for designation, the Planning Director shall determine the number and location of required public notice signs.

- D. **Consideration by City Council.** Within 15 days after the meeting at which a designation is considered, the Board of Architectural Review shall forward its recommendation on the designation to the City Council. The proposed designation shall not become effective unless approved by the City Council by adoption of an ordinance. At the time of designation of a Historic Site, the City Council shall determine whether the affected structure is considered a Landmark, Contributing, or Non-Contributing.
- E. **Refiling for Designation.** If a request for designation is denied, the request may not be filed again for one year from the date of that denial unless the applicant can demonstrate to the Board of Architectural Review a substantial change in circumstances relevant to the request.
- F. **Procedure for Removing Designation.** The procedure followed for removing a designation shall be the same as that for initial designation.

ADOPTED this \_\_\_\_ day of \_\_\_\_\_ 2025.

Attested:

First Reading \_\_\_\_\_

Second Reading \_\_\_\_\_

\_\_\_\_\_  
 Mayor Isaiah Scipio

\_\_\_\_\_  
 Donna Owen, Clerk

Approved as to Form:

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Daniel R. Hughes, City Attorney

**ORDINANCE 2025-11**

**AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF PICKENS, SOUTH CAROLINA AND BRD LAND & INVESTMENT WITH RESPECT TO CERTAIN INVESTMENTS MADE IN THE CITY; AUTHORIZING THE EXECUTION AND DELIVERY OF A DEVELOPMENT AGREEMENT; AND PROVIDING FOR OTHER RELATED MATTERS.**

WHEREAS, South Carolina law authorizes municipalities to take actions not inconsistent with the Constitution and general laws of the State regarding any subject the municipality finds necessary and proper for the general welfare and convenience of the municipality, including to execute and deliver contracts related to economic development; and,

WHEREAS, E. Dean Holder, as Trustee owns certain real property identified as +/- 215 acres located Wolfe Creek School Road, Pickens SC, identified as Tax Map Number 4180-00-46-1109 (“Property”) and desires to annex said properties into the City; and,

WHEREAS, the BRD Land & Investment (“Developer”) intends to purchase the Property and develop a residential subdivision as further described in the Development Agreement attached hereto as **Exhibit “1”** (the “Agreement”); and,

WHEREAS, the above-described development will serve the interests of the City by creating capital investment, providing meaningful development that will potentially serve as a catalyst for economic growth in the City, and increase the City’s tax base; and,

WHEREAS, the City and Developer have memorialized each party’s respective commitments in the Agreement; and,

WHEREAS, the Mayor and Council conclude that the Agreement is in the best interests of the City.

NOW, THEREFORE, be it ordained by the Mayor and Council of the City of Pickens as follows:

1. The Development Agreement, with whatever changes are (a) not adverse to the City and (b) approved by the Mayor and/or the City Administrator (after advice of the City Attorney), is approved and is incorporated by reference in this Ordinance as if set forth fully in the Ordinance’s body. The Mayor’s or City Administrator’s execution of the final Development Agreement is conclusive evidence of final approval.

2. The Mayor and the City Administrator are, each acting alone or in concert, authorized to take whatever actions and execute and deliver whatever documents (including the

Development Agreement) as either of them deems appropriate to affect this Ordinance's intent.

3. This Ordinance is effective after second reading.

4. Each ordinance, resolution, order, and regulation, and parts of the same, in conflict herewith are, to the extent of such conflict, repealed.

**CITY OF PICKENS, SC**

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Isaiah Scipio, Mayor

**[SEAL]**  
**ATTEST:**

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Donna Owen, Municipal Clerk

Introduced By:

First Reading:

Second Reading/Final Approval:

APPROVED AS TO FORM:

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Daniel R. Hughes, City Attorney

**EXHIBIT 1**

**SUBSTANTIALLY FINAL FORM  
OF DEVELOPMENT AGREEMENT**

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF PICKENS )

**DEVELOPMENT AGREEMENT FOR  
WOLF CREEK TRACT**

**THIS DEVELOPMENT AGREEMENT (“*Agreement*”)** is made and entered this \_\_\_ day of \_\_\_\_\_, 2025, by and between **BRD LAND & INVESTMENT**, a South Carolina general partnership, its affiliates, subsidiaries, successors and assigns (“*Developer*”), and the governmental authority of the **CITY OF PICKENS**, a body politic under the laws of the State of South Carolina (“*City*”). The City and the Developer are each a “Party,” and collectively, the “Parties.”

**RECITALS**

**WHEREAS**, E. Dean Holder, Trustee (the “*Owner*”) is the legal owner of the Property located on Wolf Creek School Road, Pickens, SC identified as Pickens County Tax Map No. . 4180-00-46-1109 (the “Property”) and has given permission to Developer, the equitable owner of the Property, to enter into this Agreement with the City, and has executed a joinder confirming such consent, which is attached to this Agreement; and,

**WHEREAS**, the Developer intends to develop a residential subdivision and associated amenities on the Property according to the City’s Planned Developed zoning regulations (the “Project”) at its sole cost and expense; and,

**WHEREAS**, the Planned Development District (“PDD”) regulations and requirements attached hereto as **Exhibit “A”** are hereby incorporated herein as if set forth fully unless inconsistent with the terms herein. In the event of any inconsistency between the terms of this Agreement and the PDD, the terms of this Agreement shall apply; and,

**WHEREAS**, the City finds that the Project is consistent with the City’s comprehensive and future land use plan , and will further the health, safety, welfare and economic wellbeing of the City and its residents; and,

**WHEREAS**, the City seeks to protect and preserve the natural environment and to secure for its citizens quality, well planned and designed development and a stable and viable tax base; and,

**WHEREAS**, the development of the Property and the program for its development presents an opportunity for the City to secure quality planning and growth, protection of the environment, and to strengthen the City’s tax base; and,

**WHEREAS**, the City, at the request of the Owner, has annexed the real property more particularly shown and depicted on the boundary survey attached hereto as **Exhibit “B”** (the “*Property*”), and simultaneously approved under a zoning district for the Property of Planned Development District under the ordinances of the City of Pickens, together with this Agreement, on or about the \_\_\_ day of \_\_\_\_\_, 2025; and,

**WHEREAS**, this Agreement is being made and entered into between Developer and the City for the purpose of providing assurances to Developer that it may proceed with its development plan

under the terms hereof, consistent with its annexation and approved zoning (as hereinafter defined) without encountering future changes in law which would materially affect the Developer's ability to develop the Property under its approved zoning, and for the purpose of providing important protection to the natural environment and long term financial stability and a viable tax base to the City.

**NOW THEREFORE**, in consideration of the terms and conditions set forth herein, and other good and valuable consideration, including the potential economic benefits to both the City and Developer by entering this Agreement, and to encourage well planned development by Developer, the receipt and sufficiency of such consideration being hereby acknowledged, the City and Developer hereby agree as follows:

1. **INCORPORATION**. The above recitals are hereby incorporated into this Agreement as if set forth verbatim.
2. **DEFINITIONS**. As used herein, the following terms mean:

***“Code of Ordinances”*** means the Code of Ordinances for the City, as amended and in effect as of the date hereof, as the same may be amended from time to time, a complete copy of which is on file in the City's office.

***“Developer”*** means BRD Land & Investment, a South Carolina general partnership, all of its permitted assignees, and all successors in title or lessees who undertake development of the Property as a Developer or who are transferred Development Rights and Obligations.

***“Developer Default”*** for purposes of this Agreement, Developer Default shall mean that (i) Developer has breached the specific obligations of this Agreement, and, following prior written notice from the City, has failed to cure such breach within Thirty (30) days of the date of written notice from the City; or (ii) once commenced, Developer has failed to continue with Development Work, as defined in this Agreement, on the Property for a period of more than Six (6) months, and, following prior written notice from the City, has failed to cure such breach within Thirty (30) days of the date of written notice from the City.

***“Developer Default Remedy”*** notwithstanding any other remedy that may be available to the City at law, or in equity, as a result of a Developer Default, Developer and the City agree that the City may elect to (i) withhold issuance of building permits until such Developer Default is cured; or (ii) seek injunctive relief to stop any such continuing Developer Default, or any other remedy available at law or in equity.

***“Development Rights and Obligations”*** means the rights, obligations, benefits and approvals of the Developer(s) under the Planned Development District and this Agreement.

***“Development Work”*** means the periodic operation of development activities on the Property, which include, but are not limited to clearing, grading, erosion control, site work, and landscaping under the terms of a written contract with the Developer.

***“Effective Date”*** means the date on which the last of the parties has executed this Agreement.

**“Land Development Regulations”** means the Land Development Regulations for the City, as amended and in effect as of the date hereof, a complete copy of which is attached hereto as **Exhibit “E”**, or further amended from time to time pursuant to this Agreement.

**“Owners Association”** means a legal entity formed by Developer pursuant to South Carolina statutes which is responsible for the enforcement of neighborhood restrictions and covenants, and for the maintenance and upkeep of any common areas and/or community infrastructure developed under this Agreement, but not accepted by the City for perpetual ownership and maintenance, to include but not be limited to: private drives and alleyways, common areas, neighborhood parks and recreational facilities, wetlands and storm water management systems.

**“PDD”** means the Planned Development Zoning District adopted by the City pursuant to Ordinance 2025-\_\_\_\_” attached hereto as **Exhibit “A.”**

**“Project”** means a master planned community to include single family detached lots, single family attached lots, and related amenities project envisioned by the Preliminary Site Plan and approved by the City pursuant to the PDD , as the same may be amended from time to time pursuant to this Agreement.

**“Property”** means that tract of land shown and depicted on the boundary survey attached hereto as **Exhibit “B”**.

**“Public Infrastructure”** means the infrastructure constructed and installed by the Developer at its sole cost and expense as set forth herein.

**“Term”** means the duration of this Agreement as set forth in **Section 3** hereof.

**“Residential Unit”** means a residence within the Property, whether a single family lot (whether attached or detached), townhome, or any other residence for occupancy.

3. **TERM.** The term of this Agreement shall commence on the date on which this Agreement is executed by the City and the Developer and shall terminate on the date which is five (5) years from the date of execution. Notwithstanding such termination date, provided that the Developer is not in default (after being provided with notice and opportunity to cure as set forth below) of this Agreement, Developer has diligently pursued development of the Property, and the Project has not been completed, at the conclusion of the initial five-year term, the termination date of this Agreement shall automatically be extended for One (1) additional Five (5) year term.

4. **DEVELOPMENT OF THE PROPERTY.** At a minimum, Developer shall design all improvements on the Property as part of the Project in compliance with the Preliminary Site Plan attached hereto as **Exhibit C**, the approved Statement of Intent, the Final Development Plan approved by the City under the Planned Development zoning district (“PDD”), the Code of Ordinances, and other applicable land development regulations required by the City, State, and/or Federal Government, including without limitation, all building code and environmental regulations then in effect at the latter of the time applicable permits are issued. The City shall, throughout the

Term, maintain or cause to be maintained a procedure for the processing of reviews as contemplated by this Agreement and the Code of Ordinances. The City shall review applications for development approval based on the development standards adopted as a part of the Code of Ordinances and the PDD.

5. **DEVELOPER INVESTMENT.** Developer shall expend upon the Project at least \$ \_\_,000,000.00 in taxable property (“Investment Requirement”). The Investment Requirement shall mean the cost of acquiring, by construction and purchase, the Project, including the real property and the public infrastructure, and shall be deemed to include, whether incurred prior to or after the date of this Agreement: (a) obligations incurred for labor, materials, and other expenses to contractors, builders, and materialmen in connection with the acquisition, construction, and installation of the Project; (b) the cost of contract bonds and of insurance of all kinds that may be required or necessary during the course of construction of the Project which are not paid by the contractor or contractors or otherwise provided for; (c) the expenses for environmental investigations and remediations, test borings, surveys, test and pilot operations, estimates, plans and specifications and preliminary investigations therefor, and for supervising construction as well as for the performance of all other duties required by or reasonably necessary in connection with the acquisition, construction, and installation of the Project; (d) compensation of legal, accounting, financial, and printing expenses, fees, and all other expenses incurred in connection with the Project; (e) all other costs which Developer shall be required to pay under the terms of any contract or contracts for the acquisition, construction, and installation of the Project, including without limitation, development fees, bank fees, interest expense and professional engineering costs; and (f) for any other work done and costs incurred by Developer which are for the acquisition of land or property of a character subject to the allowance for depreciation provided for under Section 167 of the Internal Revenue Code of 1986, as amended, and included in the Project. The “Cost of Infrastructure” includes, to the extent described in Section 4-29-68 of the Code of Laws of South Carolina, 1976, as amended, the cost of designing, acquiring, constructing, improving, or expanding the publicly owned infrastructure serving the Project.

6. **CONVEYANCES OF PROPERTY AND ASSIGNMENT OF DEVELOPMENT RIGHTS AND OBLIGATIONS.** The City agrees with Developer, for itself and its successors and assigns, including successor Developer(s), as follows:

A. **Conveyance of Property.** The burdens of this Agreement shall be binding on, and the benefits of this Agreement shall inure to, all successors in interest and assigns of all parties hereto, except for Excluded Property, as such term is defined below. For the purposes of this Agreement, “***Excluded Property***” means property that is conveyed by the Developer to a third party and is: (i) a single-family residential lot for which a certificate of occupancy has been issued; (ii) a parcel for which certificates of occupancy have been issued and on which no additional residential structures can be built under local ordinances governing land development; (iii) any other type of lot for which a certificate of occupancy has been issued and which cannot be further subdivided into one or more unimproved lots or parcels under local ordinances governing land development; or (iv) a single-family residential lot which has been subdivided and platted and is not capable of further subdivision without the granting of a variance. Excluded Property shall at all times be subject to the Code of Ordinances of the City, and those incorporated in this Agreement. The conveyance by a Developer of Excluded Property shall not excuse that Developer from its obligation to provide infrastructure improvements within such Excluded Property in accordance with this Agreement.

B. General Construction Requirements. Developer is responsible for the following items during construction of the Property, and shall impose at least these same requirements upon Developer's conveyance of any Excluded Property to any third party:

- (1) Cleanliness to include entire worksite area (including, for example, dust control, garbage, construction debris, loose and blowing materials);
- (2) Damage to existing on-site utilities, including, for example, water, sewer, storm water, communication, electricity, and gas;
- (3) Parking for construction employees, material lay-down area, location for construction material dumpsters;
- (4) Coordination with residents regarding noise, afterhours construction, concrete pours, blasting, disruption of vehicle and pedestrian access;
- (5) All after-hour construction must be approved by the senior level contact designated by City Administrator.
- (6) Maintenance of sufficient books and records, including financial information, relating to the project so City, with reasonable notice and frequency, is able to review Developer's and project's condition.

C. Assignment of Development Rights and Obligations. The Developer, or any subsequent developer, shall be entitled to assign and delegate the Development Rights and Obligations to a subsequent purchaser of all or any portion of the Property with the written consent of the City, provided that such consent shall be through a written assignment approved by the City and such consent shall not be unreasonably withheld or delayed. The City understands that any such assignment or transfer by the Developer of the Development Rights and Obligations shall be non-recourse as to the assigning Developer. Upon the assignment or transfer by Developer of the Development Rights and Obligations, then the assigning Developer shall not have any responsibility or liability under this Agreement.

7. DEVELOPMENT SCHEDULE. The Property shall be developed in accordance with the development schedule approved as part of the Statement of Intent, the contents of which shall be incorporated herein upon approval by the City as **Exhibit "F"** (the "**Development Schedule**"). Developer shall keep the City informed of its progress with respect to the Development Schedule as a part of the required process established by the PDD. The failure of the Developer to meet the development schedule shall not, in and of itself, constitute a material breach of this Agreement. In such event, the failure to meet the development schedule shall be judged by the totality of circumstances, including but not limited to any change in economic conditions, the occurrence of an act of God (including natural disasters), an act of war, an act of terrorism, civil disturbance, strikes, lockouts, fire, flood, hurricane, unavoidable casualties, a health crisis which results in a limitation on business activities in the City extending for a period of more than thirty (30) days, or any other cause or causes beyond the reasonable control of the Developer (collectively "**Force Majeure**"), and the

Developer's good faith efforts made to attain compliance with the development schedule. If the Developer requests a modification of the dates set forth in the development schedule and is able to demonstrate that there is good cause to modify those dates, such modification shall not be unreasonably withheld or delayed by the City.

8. **EFFECT OF FUTURE LAWS.** Developer shall have vested rights as contemplated by S.C. Code Ann. §6-29-1510 *et seq.* (the "Vested Rights Act") to undertake development of any or all of the Property in accordance with the PDD, Code of Ordinances and the Land Development Regulations, as amended and in effect at the time of this Agreement, for the entirety of the Term. Future enactments of, or changes or amendments to the Code of Ordinances and the Land Development Regulations, which conflict with this Agreement shall apply to the Property only if permitted pursuant to the Vested Rights Act.

The parties specifically acknowledge that this Agreement shall not prohibit the application of any present or future building, housing, electrical, plumbing, gas or other standard codes, of any tax or fee of general application throughout the City, provided such fees are applied consistently and in the same manner to all single-family properties within the City. Notwithstanding the above, the City may apply subsequently enacted laws to the Property only in accordance with the Vested Rights Act and this Agreement.

9. **PUBLIC INFRASTRUCTURE AND SERVICES.** The City and Developer recognize and agree that *all* direct costs associated with the development of the Property, including the public infrastructure, will be borne by the Developer. The public infrastructure shall include all infrastructure to be publicly owned including public roads, stormwater and drainage systems as set forth below, water and sewer infrastructure, and sidewalks. Subject to the conditions set forth herein, the parties make specific note of and acknowledge the following:

Notwithstanding the provisions referenced above, nothing in this Agreement shall preclude the City and Developer from entering into a separate utility agreement for cost-sharing of water transmission systems or sewer transmission systems when such agreement may be of mutual benefit to both parties. Nothing herein shall be construed as precluding the City from providing potable water to its residents in accordance with applicable provisions of laws.

(A) **Public Roads.** As an obligation, all roads within the Project serving the Residential Units shall be public roads, which shall be constructed pursuant to the City road standards and accepted by the City as set forth in Section \_\_\_(C) hereinbelow. Private driveways and alleys may be allowed in limited circumstances, provided such driveways and alleys are constructed to City standards, are approved by the City Planning Commission as part of the subdivision plat approval process, and will be owned and maintained by a private Owners Association.

Notwithstanding the above provisions regarding public roads within the Project, the City and Developer acknowledge that, prior to acceptance by the City as a public road, Developer reserves the right to close portions of the roads within the Project which are adjacent to Developer's model homes and/or sales center, so as to preclude access to the general public. During such temporary road closures, the City may continue to access and use such roads for public purposes. Nothing herein shall be deemed to require that the City

accept driveways, alleyways or other improvements which do not comply with the Complete Streets provisions of the City's Land Development Regulations.

(B) **Storm Drainage System.** As an obligation, all stormwater runoff, drainage, retention and treatment improvements within the Property shall be designed in accordance with the Code of Ordinances. All stormwater runoff and drainage system structural improvements, including culverts and piped infrastructure, will be constructed by the Developer and dedicated to the City. Upon final inspection and acceptance by the City, the Developer shall provide a one-year warranty period for all drainage system structural improvements within the Project. Retention ponds, ditches and other stormwater retention and treatment areas will be constructed and maintained by the Developer and/or an Owners Association, as appropriate, and will not be accepted or maintained by the City.

(C) **Solid Waste and Recycling Collection.** The City shall provide solid waste and recycling collection services to the Property on the same basis as is provided to other residents and businesses within the City. Payment for such services to the City by Developer, an Owners Association or each individual purchaser or owner of a Residential Unit within the Property is required in return for such service for each owner of any Residential Unit within the Property, and the City reserves the right to terminate or discontinue such service(s) to any owner of any Residential Unit within the Property until such payment(s) have been made.

(D) **Police Protection.** The City shall provide police protection services to the Property on the same basis as is provided to other residents and businesses within the City.

(E) **Fire Services.** The City shall provide fire services to the Property on the same basis as is provided to other residents and businesses within the City.

(F) **Emergency Medical Services.** The City shall provide emergency medical services to the Property, on the same basis as it provided to other residents and businesses within the City.

(G) **School Services.** The City neither provides nor is authorized by law to provide public education facilities or services. Such facilities and services are now provided by the Pickens County School District. The person or entity, whether it be homebuilder or another assignee of Developer, who actually initiates the building permit shall be responsible for paying all impact fees levied by the School District for each residential unit constructed prior to the issuance of a certificate of occupancy.

(H) **Private Utility Services.** Private utility services, including electric, natural gas, and telecommunication services (including telephone, cable television, and internet/broadband) shall be provided to the site by the appropriate private utility providers based upon designated service areas. All utilities on the Property shall be located underground, and shall be placed in locations approved by the City so as to reduce or eliminate potential conflicts within utility rights-of-way.

(I) **Streetlights**. As an obligation, Developer shall install or cause to be installed streetlights within the Project. To the extent that the City provides the same benefit to other similarly-situated neighborhoods within the City. The monthly cost for each streetlight, if any, including additional charges associated with an enhancement street light fixture, if any, shall be borne by the Developer and/or Owners Association.

(J) **No Donation of Acreage for Sewer Plant Expansion**. The City shall not require, mandate or demand that, or condition approval(s) upon a requirement that the Developer donate, use, dedicate or sell to the City or any other party for public purposes any portion of the Property or any other property owned by the Developer or any affiliate of the Developer for sewer plant expansion by the City.

(K) **No Required Donations for Civic Purposes**. The City shall not require, mandate or demand that, or condition approval(s) upon a requirement that, the Developer donate, use, dedicate or sell to the City or any other party for public purposes any portions of the Property or any other property owned by the Developer (or any of the entities or parties comprising the Developer) or any affiliate of the Developer. Unless otherwise required by the final development plan approved pursuant to the PDD, no additional public benefits shall be required of Developer to: (i) establish the amenity components of the Property; (ii) establish the signage and entry monumentation for the Property; and (iii) establish the signage and lighting standards for the Property provided, however, nothing contained herein shall be deemed or construed to restrict the City in the appropriate exercise of its eminent domain powers.

(L) **Easements**. As an obligation, Developer shall be responsible for obtaining, at Developer's cost, all easements, access rights, or other instruments that will enable the Developer to tie into current or future water and sewer infrastructure on adjacent properties.

(M) **Ponds and Lakes**. As an obligation, Developer shall install pond(s) or lake(s) as shown on the approved site plan for the Property. The City agrees to cooperate with the Developer in the permitting process for such pond(s) and lake(s), it being understood that the City will not accept maintenance responsibility or any other liability for such pond(s) and lake(s), and that such pond(s) and lake(s) shall either be maintained by the Developer, or conveyed to an Owners Association for on-going maintenance following completion of the Project.

(N) **Temporary Storm Drainage Maintenance**. As an obligation, Developer will provide temporary storm drainage measures, which incorporate any existing storm drainage facilities located on the Property to the reasonable satisfaction of the Public Works Director for the City, such that prior to commencement of Development Work, the Property shall continue to maintain any existing storm drainage facilities until the storm drainage facilities which are a part of the Development Work for each respective Phase of the Project are complete, and the same are dedicated to the City.

10. **ADDITIONAL OBLIGATIONS AND PUBLIC BENEFITS**. Developer

will provide certain obligations, together any additional public benefits, as follows:

- (A) **Uses and Density**. As a public benefit, Development of the Property shall be determined in accordance with the Code of Ordinances, PDD, and Land Development Regulations, as the same may be amended from time to time pursuant to this Agreement, provided that the Property and the applicable approved Concept Plan shall provide for not more than 140 total Residential Units, at a maximum height not to exceed 35 feet for all single family attached or single family detached Residential Units.
- (B) **Off-Site Road Improvements**. As an obligation, the City and Developer acknowledge that Developer shall make certain off-site improvements to Mauldin Lake Road and Wolf Creek School Road, which will include intersection improvements for inbound and outbound turn lanes and Two (2) separate entrances to the Project from Mauldin Lake Road and Wolf Creek Road, respectively. The improvements to Mauldin Lake Road and Wolf Creek Road shall be in accordance with the traffic impact analysis for the Project (the “*TIA*”), applicable standards of South Carolina Department of Highways, Pickens County and the City, and following such improvements and acceptance by the applicable governmental entity, the improvements to Mauldin Lake Road and Wolf Creek Road shall be deemed to have been completed in accordance with the terms of this Agreement. The proposed public roadway improvements within the Property shall be completed as a part of the subdivision plat approval process, and in accordance with subdivision regulations of the City for the respective phases of the Project, the respective portions of the roadways within each such phase of the Project shall be platted together with the Residential Units for the particular phase in which such roadway is located. The costs of platting, dedicating, conveying and recording such public roadway, shall be the sole expense of Developer.
- (C) The improvements to be made by Developer to Mauldin Lake Road and Wolf Creek Road, which include Two (2) separate entrances to the Project in accordance with the City’s Land Development Regulations, as required by the City’s Public Works Director, are shown on **Exhibit “D”** attached hereto (the “*Roadway Improvement Exhibit*”).
- (D) **Road Standards and Traffic Impact**. As an obligation, all public roads within the Project shall be constructed to City specifications. The exact location, alignment, and name of any public road within the Project shall be subject to review and approval by the City Planning Commission as part of the subdivision platting process. The Developer shall be responsible for maintaining all public roads until such roads are offered to, and accepted by, the City for public ownership and maintenance. Upon final inspection by the City, the Developer shall provide a warranty period for all public roads dedicated to the City within the Project, pursuant to the City’s Street Acceptance Policy in effect at the time of this Agreement.

10. **DEFAULTS.** Notwithstanding the provisions of Section above, Developer shall continuously and diligently proceed with the Project on the Property. Developer's failure to proceed with the Project on the Property for a period of more than Six (6) months, other than as a result of Force Majeure, as defined in Section above, shall constitute a default hereunder on the part of Developer. In the event of a default, the City shall provide written notice to Developer of such default, and Developer shall have a period of thirty (30) days in which to cure a default by commencement of Development Work with regards to the next portion of the Property to be developed in accordance with phasing plan of the Project. The failure of the Developer to comply with the terms of this Agreement shall constitute a default, entitling the City to pursue such remedies as deemed appropriate, including those allowed by the PDD, withholding the issuance of building permits in accordance with the provisions of this Agreement, specific performance and the termination or modification of this Agreement in accordance with the Act; provided however no termination of this Agreement may be declared by the City absent its according the Developer the notice and opportunity to cure in accordance with the Vested Rights Act.

a. **Additional Acts of Default.** If, Developer declares bankruptcy or becomes insolvent, it shall be considered an event of default hereunder.

b. **Attorneys' Fees and Costs of Collection.** In the event of any litigation, contest, dispute, suit, proceeding or action (collectively an "Action") instituted by a party to this agreement regarding this Agreement, the non-prevailing party to this agreement shall pay the prevailing party reasonable expenses and attorneys' fees to be determined by the court. Each of the parties shall be responsible for its own professional fees and expenses incurred in connection with the drafting and review of this Agreement and any amendments thereto.

c. **Alternative Dispute Resolution.** In the event a dispute arises pertaining to this Agreement, the parties will make a good faith effort to resolve their disagreement. However, if the efforts of the parties to settle are unsuccessful, the parties agree that before litigation is commenced non-binding mediation will be utilized in an effort to resolve their differences. The parties agree to choose a Mediator from within fifty (50) miles of the Pickens and share the cost for the Mediator equally. If the parties cannot mutually agree upon a mediator, the Chief Administrative Judge of Pickens County for civil matters will appoint a Mediator.

11. **BONDS.** Prior to commencing construction on the Property, Developer shall secure a payment bond and a performance bond (collectively, "P&P Bonds") each of which shall be in an amount equal to one hundred percent (100%) of the amount of the Development Costs for any public infrastructure constructed on the Property that will be accepted by the City as contemplated herein, the forms of the P&P bonds to be acceptable to the City, in its sole discretion.

12. **INSURANCE.** During construction on the Property, Developer shall obtain and maintain, or cause to be obtained and maintained, at all times one or more policies of insurance containing the following types of coverage, deductibles, and limits:

a. **Builders Risk.** Comprehensive builders' risk, casualty, and property insurance against any casualty on an "all risk" perils basis. This policy must include fire, extended coverage, vandalism, and malicious mischief.

b. General Liability. Commercial general liability insurance covering the defense and legal liability claims of bodily injury, death and property damage which occurs on, in or about or relating to the development of the Property regardless of the cause of the same. This policy must have not less than \$2,000,000 combined single limits per occurrence/aggregate for bodily injury or property damage, provided by a Commercial General Liability policy or combination of General Liability and Umbrella Liability limits.

c. Motor Vehicle. Motor Vehicle covering all owned, non-owned and hired automobiles of not less than \$1,000,000 combined single-limits per each occurrence/aggregate for liability, bodily injury, and property damage.

d. Contractor's Pollution. Contractor's Pollution Insurance covering release of Hazardous materials with a limit of not less than \$2,000,000.00.

e. Workers Compensation. Workers Compensation and Occupational Disease insurance meeting the State's statutory requirements, including employer's liability in an amount not less than \$1,000,000.00.

f. Miscellaneous. Insurance this Agreement requires must be effected under standard policies from insurers with a current A. M. Best's rating of not less than A/VIII. The City must be shown as an additional insured on each policy to the extent allowed by law.

13. INDEMNIFICATION FOR CITY. Developer shall indemnify and save City, its employees, elected officials, officers, and agents (each, an "Indemnified Party") harmless against and from all liability or claims from (i) Developer's default under this Agreement, (ii) performance of Developer's obligations under this Agreement or the administration of its duties pursuant to this Agreement, or (iii) any environmental matters arising out of or related to (1) the Property solely from and after the date such property is acquired by Developer or its affiliate as evidenced by a deed conveying such property to Developer or its affiliate filed in the real property records of Pickens County (the "Date of Acquisition"). Such indemnity shall include all costs and expenses incurred by such indemnitee arising from any suit, claim or liability, including all reasonable attorney's fees.

14. MODIFICATION OF AGREEMENT. This Agreement may be modified or amended only by the written agreement of the City and the Developer. No statement, action or agreement hereafter made shall be effective to change, amend, waive, modify, discharge, terminate or effect an abandonment of this Agreement in whole or in part unless such statement, action or agreement is in writing and signed by the party against whom such change, amendment, waiver, modification, discharge, termination or abandonment is sought to be enforced except as otherwise provided in the Act.

15. NOTICES. Any notice, demand, request, consent, approval or communication which a signatory party is required to or may give to another signatory party hereunder shall be in writing and shall be delivered or addressed to the other at the address below set forth or to such other address as such party may from time to time direct by written notice given in the manner herein prescribed, and such notice or communication shall be deemed to have been given

or made when communicated by personal delivery or by independent courier service or by facsimile or if by mail on the fifth (5th) business day after the deposit thereof in the United States Mail, postage prepaid, registered or certified, addressed as hereinafter provided. All notices, demands, requests, consents, approvals or communications to the City shall be addressed to the City at:

City of Pickens  
219 Pendleton Street  
Pickens, SC 29671  
Attention: City Administrator

With a copy to:

Duggan & Hughes, LLC  
P.O. Box 449  
Greer, SC 29652  
Attention: City Attorney

And to the Developer at:

BRD Land & Investment

\_\_\_\_\_  
\_\_\_\_\_  
Attention: Brian Gullette

With a copy to:

Robert S. Guyton, Esq.  
Robert S. Guyton, P.C.  
4605 B Oleander Drive, Suite 202  
Myrtle Beach, SC 29577

**16. GENERAL.**

(A) **Subsequent Laws.** In the event state or federal laws or regulations are enacted after the execution of this Agreement or decisions are issued by a court of competent jurisdiction which prevent or preclude compliance with the Act or one or more provisions of this Agreement (“*New Laws*”), the provisions of this Agreement shall be modified or suspended as may be necessary to comply with such New Laws. Immediately after enactment of any such New Law, or court decision, a party designated by Developer and the City shall meet and confer in good faith in order to agree upon such modification or suspension based on the effect such New Law would have on the purposes and intent of this Agreement. During the time that these parties are conferring on such modification or suspension or challenging the New Laws, the City may take reasonable action to comply with such New Laws. Should these parties be unable to agree to a modification or suspension, either may petition a court of competent jurisdiction for an appropriate modification or suspension of this Agreement.

(B) **Estoppel Certificate.** The City or any Developer may, at any time, and from time to time, deliver written notice to the other applicable party requesting such party to certify in writing, within thirty (30) days of such written notice, that this Agreement is in full force and effect, that this Agreement has not been amended or modified, or if so

amended, identifying the amendments, whether, to the knowledge of such party, the requesting party is in default or claimed default in the performance of its obligations under this Agreement, and, if so, describing the nature and amount, if any, of any such default or claimed default, and whether, to the knowledge of such party, any event has occurred or failed to occur which, with the passage of time or the giving of notice, or both, would constitute a default and, if so, specifying each such event.

(C) **Entire Agreement**. This Agreement sets forth, and incorporates by reference all of the agreements, conditions and understandings between the City and the Developer relative to the Property and its development and there are no promises, agreements, conditions or understandings, oral or written, expressed or implied, among these parties relative to the matters addressed herein other than as set forth or as referred to herein.

(D) **No Partnership or Joint Venture**. Nothing in this Agreement shall be deemed to create a partnership or joint venture between the City or any Developer or to render such party liable in any manner for the debts or obligations of another party.

(E) **Exhibits**. All exhibits attached hereto and/or referred to in this Agreement are incorporated herein as though set forth in full.

(F) **Construction**. The parties agree that each party and its counsel have reviewed and revised this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendments or exhibits hereto.

(G) **Transfer of Title**. Transfers of title to the Property, in whole or in part, may be made, at any time and to any person or entity, without the consent of the City.

(H) **Binding Effect**. The parties hereto agree that this Agreement shall be binding upon their respective successors and/or assigns.

(I) **Governing Law**. This Agreement shall be governed by the laws of the State of South Carolina, and the parties further agree that venue shall be proper, without regards to any conflict of law principals, in a court of competent jurisdiction in Pickens County, or such other jurisdiction in South Carolina as is appropriate and necessary under the circumstances.

(J) **Counterparts**. This Agreement may be executed in several counterparts, each of which shall be deemed an original, and such counterparts shall constitute but one and the same instrument.

(K) **Eminent Domain**. Nothing contained in this Agreement shall limit, impair or restrict the City's right and power of eminent domain under the laws of the State of South Carolina.

(L) **No Third Party Beneficiaries**. The provisions of this Agreement may be enforced only by the City and the Developer. No other persons shall have any rights

hereunder, unless specified in this Agreement.

(M) **Release of Developer.** Subject to Section 5.B, in the event of conveyance of all or a portion of the Property, the Developer shall be released from any obligations and liabilities with respect to this Agreement as to the portion of Property so transferred, and the transferee shall be substituted as the Developer under the Agreement as to the portion of the Property so transferred.

[Signature Pages Follow]

DRAFT

**IN WITNESS WHEREOF**, the parties have entered into this Agreement as of the day and year first above written.

DEVELOPER:

WITNESSES:

**BRD LAND & INVESTMENT**, a South Carolina general partnership

\_\_\_\_\_  
Name: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title : \_\_\_\_\_

\_\_\_\_\_  
Name: \_\_\_\_\_

STATE OF SOUTH CAROLINA )

)

COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2024, by \_\_\_\_\_, as \_\_\_\_\_ of BRD LAND & INVESTMENT, a South Carolina general partnership. He or she personally appeared before me and is personally known to me.

\_\_\_\_\_  
Notary Public

Name: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

[CITY SIGNATURE PAGE FOLLOWS]

**IN WITNESS WHEREOF**, the parties have entered into this Agreement as of the day and year first above written.

CITY:

WITNESSES:

**CITY OF PICKENS**

\_\_\_\_\_  
Name: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_  
Name: \_\_\_\_\_

STATE OF SOUTH CAROLINA )

COUNTY OF PICKENS )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2024 by \_\_\_\_\_, the of the CITY OF PICKENS. He or she personally appeared before me and is personally known to me.

\_\_\_\_\_  
Notary Public

Name: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_



## **SCHEDULE OF EXHIBITS**

- A. Pickens City Ordinance 2025- \_\_\_\_\_ (“Planned Development District”)
- B. Boundary Survey
- C. Preliminary Site Plan
- D. Roadway Improvement Exhibit
- E. Land Development Regulations
- F. Development Schedule – To Be Provided Upon Approval of the Statement of Intent

DRAFT

**ORDINANCE NO. 2025-12**

**AN ORDINANCE TO ESTABLISH A ZONING CLASSIFICATION OF PLANNED DEVELOPMENT DISTRICT (PDD) FOR PROPERTY LOCATED ON WOLF CREEK SCHOOL ROAD OWNED BY E. DEAN HOLDER, TRUSTEE OF TRUST B FBO E. DEAN HOLDER CREATED UNDER THE EDGAR O. HOLDER REVOCABLE TRUST U/A DATED NOVEMBER 8, 2006**

WHEREAS, E. Dean Holder, Trustee of Trust B FBO E. Dean Holder created under the Edgar O. Holder Revocable Trust U/A dated November 8, 2006 (“Holder”) is the sole owner of certain property located on Wolf Creek School Road more particularly described on the deed attached hereto as Exhibit “A” and the map attached hereto as Exhibit “B” marked as Tax Map No. 4180-00-46-1109 containing +/- 215 acres (the “Property”); and,

WHEREAS, the property currently as zero (0) occupants; and,

WHEREAS, Holder has petitioned the City of Pickens to annex the Property by one-hundred percent (100%) method provided for by South Carolina Code §5-3-150(3) and this petition is pending pursuant to Ordinance 04-2025; and,

WHEREAS, Holder has also requested that the Property be zoned Planned Development District (“PDD”) and for approval of zoning to occur concurrently with his petition for annexation; and,

WHEREAS, in addition to the PDD, the Property shall also be subject to a Development Agreement between the City and BRD Land & Investment; and,

WHEREAS, the City’s Planning Staff reviewed the zoning request and the Staff Report is attached hereto as Exhibit “C”; and,

WHEREAS, on September 24, 2025, the Planning Commission reviewed the request for zoning and made a recommendation for approval; and,

WHEREAS, in consideration of the current use of the property, the City's comprehensive plan, and the current zoning of neighboring properties, the Mayor and Council have determined that the PDD zoning is appropriate and in the best interests of the City;

NOW, THEREFORE, be it ordained by the Mayor and Council of the City of Pickens as follows:

1. Zoning Assignment: The Property shall be zoned Planned Development District.
2. Land Use Map: The Property shall be designated as Planned Development District on the Land Use Map for the City as required by the City’s Zoning Ordinance.

3. This Ordinance shall be effect after second reading.

4. Each ordinance, resolution, order, and regulation, and parts of the same, in conflict herewith are, to the extent of such conflict, repealed.

**CITY OF PICKENS, SC**

---

Isaiah Scipio, Mayor

**[SEAL]  
ATTEST:**

---

Donna Owen, Municipal Clerk

Introduced By:

First Reading:

Second Reading/Final Approval:

APPROVED AS TO FORM:

---

Daniel R. Hughes, City Attorney

**EXHIBIT A**

**LEGAL DESCRIPTION FOR PROPERTY**

Space above this line for recording information

STATE OF SOUTH CAROLINA

)

TITLE TO REAL ESTATE

COUNTY OF PICKENS

)

(NO TITLE EXAMINATION)

KNOW ALL MEN BY THESE PRESENTS THAT I, E. DEAN HOLDER, AS TRUSTEE OF TRUST B FBO E. DEAN HOLDER CREATED UNDER THE BEATRICE C. HOLDER REVOCABLE TRUST UNDER AGREEMENT DATED NOVEMBER 8, 2006, AS AMENDED, herein referred to as Grantor, for and in consideration of the sum of ONE DOLLAR AND 00/100<sup>TH</sup> (\$1.00) DOLLARS AND NO OTHER CONSIDERATION, paid by E. DEAN HOLDER, AS TRUSTEE OF TRUST B FBO E. DEAN HOLDER CREATED UNDER THE EDGAR O. HOLDER REVOCABLE TRUST UNDER AGREEMENT DATED NOVEMBER 8, 2006, AS AMENDED, hereinafter referred to as Grantee, in the State aforesaid, the receipt of which is hereby acknowledged, has granted, bargained, sold and released, and by these presents does grant, bargain, sell and release unto E. DEAN HOLDER, AS TRUSTEE OF TRUST B FBO E. DEAN HOLDER CREATED UNDER THE EDGAR O. HOLDER REVOCABLE TRUST UNDER AGREEMENT DATED NOVEMBER 8, 2006, AS AMENDED, his successors in trust and assigns forever all my right, title and interest in and to the below described property:

Please see attached Exhibit "A"

This conveyance is specifically made subject to any and all recorded rights-of-way, easements, conditions and restrictions pertaining to the property herein conveyed, and in addition are subject to any of the foregoing which may appear from an inspection of the premises.

Grantee Address: P.O. Box 707, Pickens, SC 29671

Tax Map No.: 4180-00-46-1109

TOGETHER with all and singular, the rights, members, hereditaments and appurtenances to the said premises belonging or in anywise incident or appertaining. TO HAVE AND TO HOLD all and singular the premises before mentioned unto the said Grantee, their heirs and assigns forever. AND THE GRANTOR does hereby bind the Grantor and the Grantors' heirs and assigns, to warrant and forever defend all and singular the said premises unto the said Grantee, his/her heirs and assigns, against Grantor and Grantors' heirs and against every person whomsoever lawfully claiming or to claim the same or any part thereof.

WITNESS the Grantor's Hand and Seal this 24th day of April, 2025.

Signed, Sealed and Delivered in the Presence of:

*Railly Good*  
Witness One

*[Signature]*  
Witness Two (may also serve as Notary)

*E. Dean Holder, Trustee*  
E. DEAN HOLDER, AS TRUSTEE OF TRUST B FBO E. DEAN HOLDER CREATED UNDER THE BEATRICE C. HOLDER REVOCABLE TRUST UNDER AGREEMENT DATED NOVEMBER 8, 2006, AS AMENDED

STATE OF SOUTH CAROLINA

)

ACKNOWLEDGMENT

)

COUNTY OF PICKENS

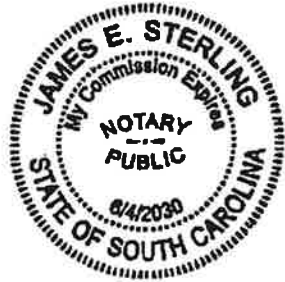
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I, the undersigned Notary Public, do hereby certify that E. DEAN HOLDER, AS TRUSTEE OF TRUST B FBO E. DEAN HOLDER CREATED UNDER THE BEATRICE C. HOLDER REVOCABLE TRUST UNDER AGREEMENT DATED NOVEMBER 8, 2006, AS AMENDED personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this 24<sup>th</sup> day of April, 2025.

Notary (printed name): James E. Sterling  
My Commission Expires: 6/4/2030  
Notary of Public for South Carolina

[SEAL]



THE HENDRICKS FIRM, LLC  
P.O. BOX 665  
EASLEY, SC 29641

WITNESS the Grantor's Hand and Seal this 21<sup>st</sup> day of April, 2025.

Signed, Sealed and Delivered in the Presence of:

[Signature]  
Witness One  
[Signature]  
Witness Two (may also serve as Notary)

E. D. Holder  
E. DEAN HOLDER, INDIVIDUALLY AND AS QUALIFIED BENEFICIARY OF TRUST B FBO E. DEAN HOLDER CREATED UNDER THE BEATRICE C. HOLDER REVOCABLE TRUST UNDER AGREEMENT DATED NOVEMBER 8, 2006, AS AMENDED

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF PICKENS )

ACKNOWLEDGMENT

I, the undersigned Notary Public, do hereby certify that E. DEAN HOLDER, INDIVIDUALLY AND AS QUALIFIED BENEFICIARY OF TRUST B FBO E. DEAN HOLDER CREATED UNDER THE BEATRICE C. HOLDER REVOCABLE TRUST UNDER AGREEMENT DATED NOVEMBER 8, 2006, AS AMENDED personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this 21<sup>st</sup> day of April, 2025.

[SEAL]



[Signature]  
Notary (printed name): James E Sterling  
My Commission Expires: 8/4/2030  
Notary of Public for South Carolina

WITNESS the Grantor's Hand and Seal this 21<sup>th</sup> day of April, 2025.

Signed, Sealed and Delivered in the Presence of:

[Signature]  
Witness One

[Signature]  
Witness Two (may also serve as Notary)

[Signature]  
JEFFERY DEAN HOLDER, INDIVIDUALLY AND AS QUALIFIED BENEFICIARY OF TRUST B FBO E. DEAN HOLDER CREATED UNDER THE BEATRICE C. HOLDER REVOCABLE TRUST UNDER AGREEMENT DATED NOVEMBER 8, 2006, AS AMENDED

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF PICKENS )

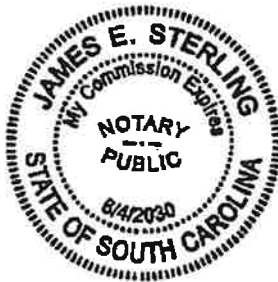
ACKNOWLEDGMENT

I, the undersigned Notary Public, do hereby certify that JEFFERY DEAN HOLDER, INDIVIDUALLY AND AS QUALIFIED BENEFICIARY OF TRUST B FBO E. DEAN HOLDER CREATED UNDER THE BEATRICE C. HOLDER REVOCABLE TRUST UNDER AGREEMENT DATED NOVEMBER 8, 2006, AS AMENDED personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this 21<sup>th</sup> day of April, 2025.

[Signature]  
Notary (printed name): James G. Sterling  
My Commission Expires: 6/14/2030  
Notary of Public for South Carolina

[SEAL]







STATE OF SOUTH CAROLINA

COUNTY OF PICKENS

)  
)  
)

AFFIDAVIT FOR EXEMPT TRANSFERS

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

- 1. I have read the information on this affidavit and I understand such information.
- 2. The property being transferred is located in Pickens County, Tax Map Number: 4180-00-46-1109 were transferred by E. Dean Holder, as Trustee of Trust B FBO E. Dean Holder created under the Beatrice C. Holder Revocable Trust under agreement dated November 8, 2006, as amended on April 21, 2025.
- 3. Check one of the following: The deed is
  - (a) \_\_\_\_\_ subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.
  - (b) \_\_\_\_\_ subject to the deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as a distribution to a trust beneficiary.
  - (c) x exempt from the deed recording fee because (See Information section of affidavit): No. 1

(If exempt, please skip items 4 - 7, and go to item 8 of this affidavit.)

If exempt under exemption #14 as described in the Information section of this affidavit, did the agent and principal relationship exist at the time of the original sale and was the purpose of this relationship to purchase the realty? Check Yes \_\_\_\_\_ or No \_\_\_\_\_

- 4. Check one of the following if either item 3(a) or item 3(b) above has been checked (See Information section of this affidavit):
  - (a) The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of \_\_\_\_\_
  - (b) The fee is computed on the fair market value of the realty which is \_\_\_\_\_
  - (c) The fee is computed on the fair market value of the realty as established for property tax purposes which is \_\_\_\_\_

- 5. Check Yes \_\_\_\_\_ or No x to the following: A lien or encumbrance existed on the land, tenement, or realty before the transfer and remained on the land, tenement, or realty after the transfer. (This includes, pursuant to Code Section 12-59-140(E)(6), any lien or encumbrance on realty in possession of a forfeited land commission which may subsequently be waived or reduced after the transfer under a signed contract or agreement between the lien holder and the buyer existing before the transfer.) If "Yes," the amount of the outstanding balance of this lien or encumbrance is: \_\_\_\_\_

- 6. The deed recording fee is computed as follows:
  - (a) Place the amount listed in item 4 above here: \_\_\_\_\_
  - (b) Place the amount listed in item 5 above here: \_\_\_\_\_
  - (If no amount is listed, place zero here.)
  - (c) Subtract Line 6(b) from Line 6(a) and place result here: \_\_\_\_\_

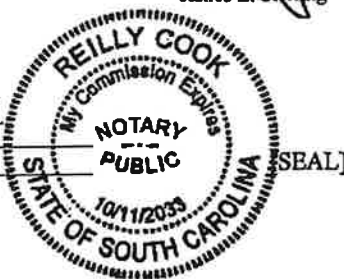
- 7. The deed recording fee due is based on the amount listed on Line 6(c) above and the deed recording fee due is:

- 8. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as: Attorney

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

Responsible Person Connected with the Transaction  
James E. Sterling

SWORN to and subscribed before me this  
24 day of April, 2025.  
Notary Public for South Carolina  
My Commission Expires: 10/11/33  
Notary (L.S.): Reilly Cook  
Notary (printed name): Reilly Cook



**INFORMATION**

Except as provided in this paragraph, the term "value" means "the consideration paid or to be paid in money or money's worth for the realty." Consideration paid or to be paid in money's worth includes, but is not limited to, other realty, personal property, stocks, bonds, partnership interest and other intangible property, the forgiveness or cancellation of a debt, the assumption of a debt, and the surrendering of any right. The fair market value of the consideration must be used in calculating the consideration paid in money's worth. Taxpayers may elect to use the fair market value of the realty being transferred in determining fair market value of the consideration. In the case of realty transferred between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, and in the case of realty transferred to a trust or as a distribution to a trust beneficiary, "value" means the realty's fair market value. A deduction from value is allowed for the amount of any lien or encumbrance existing on the land, tenement, or realty before the transfer and remaining on the land, tenement, or realty after the transfer. (This includes, pursuant to Code Section 12-59-140(E)(6), any lien or encumbrance on realty in possession of a forfeited land commission which may subsequently be waived or reduced after the transfer under a signed contract or agreement between the lien holder and the buyer existing before the transfer.) Taxpayers may elect to use the fair market value for property tax purposes in determining fair market value under the provisions of the law.

**Exempted from the fee are deeds:**

- (1) transferring realty in which the value of the realty, as defined in Code Section 12-24-30, is equal to or less than one hundred dollars;
- (2) transferring realty to the federal government or to a state, its agencies and departments, and its political subdivisions, including school districts;
- (3) that are otherwise exempted under the laws and Constitution of this State or of the United States;
- (4) transferring realty in which no gain or loss is recognized by reason of Section 1041 of the Internal Revenue Code as defined in Section 12-6-40(A);
- (5) transferring realty in order to partition realty as long as no consideration is paid for the transfer other than the interests in the realty that are being exchanged in order to partition the realty;
- (6) transferring an individual grave space at a cemetery owned by a cemetery company licensed under Chapter 55 of Title 39;
- (7) that constitutes a contract for the sale of timber to be cut;
- (8) transferring realty to a corporation, a partnership, or a trust as a stockholder, partner, or trust beneficiary of the entity or so as to become a stockholder, partner, or trust beneficiary of the entity as long as no consideration is paid for the transfer other than stock in the corporation, interest in the partnership, beneficiary interest in the trust, or the increase in value in the stock or interest held by the grantor. However, except for transfers from one family trust to another family trust without consideration or transfers from a trust established for the benefit of a religious organization to the religious organization, the transfer of realty from a corporation, a partnership, or a trust to a stockholder, partner, or trust beneficiary of the entity is subject to the fee, even if the realty is transferred to another corporation, a partnership, or trust;
- (9) transferring realty from a family partnership to a partner or from a family trust to a beneficiary, provided no consideration is paid for the transfer other than a reduction in the grantee's interest in the partnership or trust. A "family partnership" is a partnership whose partners are all members of the same family. A "family trust" is a trust, in which the beneficiaries are all members of the same family. The beneficiaries of a family trust may also include charitable entities. "Family" means the grantor and the grantor's spouse, parents, grandparents, sisters, brothers, children, stepchildren, grandchildren, and the spouses and lineal descendants of any the above. A "charitable entity" means an entity which may receive deductible contributions under Section 170 of the Internal Revenue Code as defined in Section 12-6-40(A);
- (10) transferring realty in a statutory merger or consolidation from a constituent corporation to the continuing or new corporation;
- (11) transferring realty in a merger or consolidation from a constituent partnership to the continuing or new partnership;
- (12) that constitutes a corrective deed or a quitclaim deed used to confirm title already vested in the grantee, provided that no consideration of any kind is paid or is to be paid under the corrective or quitclaim deed;
- (13) transferring realty subject to a mortgage to the mortgagee whether by a deed in lieu of foreclosure executed by the mortgagor or deed pursuant to foreclosure proceeding;
- (14) transferring realty from an agent to the agent's principal in which the realty was purchased with funds of the principal, provided that a notarized document is also filed with the deed that establishes the fact that the agent and principal relationship existed at the time of the original purchase as well as for the purpose of purchasing the realty;
- (15) transferring title to facilities for transmitting electricity that is transferred, sold, or exchanged by electrical utilities, municipalities, electric cooperatives, or political subdivisions to a limited liability company which is subject to regulation under the Federal Power Act (16 U.S.C. Section 791(a)) and which is formed to operate or to take functional control of electric transmission assets as defined in the Federal Power Act.

**Exhibit A**

ALL that certain piece, parcel or lot of land situate, lying and being in the State of South Carolina, County of Pickens, about one mile Southerly from the City of Pickens, fronting on the old Pickens-Liberty Highway containing two hundred fifteen (215) Acres, more or less and being all of a two hundred and twenty (220) acres tract of land conveyed by Mary M. MaHaffey to Fred G. Findley and Robert E. Welborn by deed dated August 22, 1959, and recorded August 24, 1959, in Deed Book 9-K, at Page 17, in the Office of the Register of Deeds for Pickens County, LESS, HOWEVER, a tract of land containing five (5) acres, more or less, fully described in plat thereof prepared by T. Craig Keith, Surveyor dated April 29, 1967, sold and conveyed, away of the 220 acre tract by Fred G. Findley and Robert Welborn to Frank D. Ferguson, Jr., by deed dated May 3, 1967, and recorded May 6, 1967, in Book of Deeds 11-E, at Page 401, in the Office of the Register of Deeds for Pickens County, South Carolina. The courses and distances of the original 220 acre tract of land taken from a plat prepared by W.E. Findley, Surveyor, for Mary M. MaHaffey dated February, 1957, and recited in the above deed to Fred G. Findley and Robert E. Welborn, recorded in the aforesaid Deed Book 9-K at page 17.

AND ALSO:

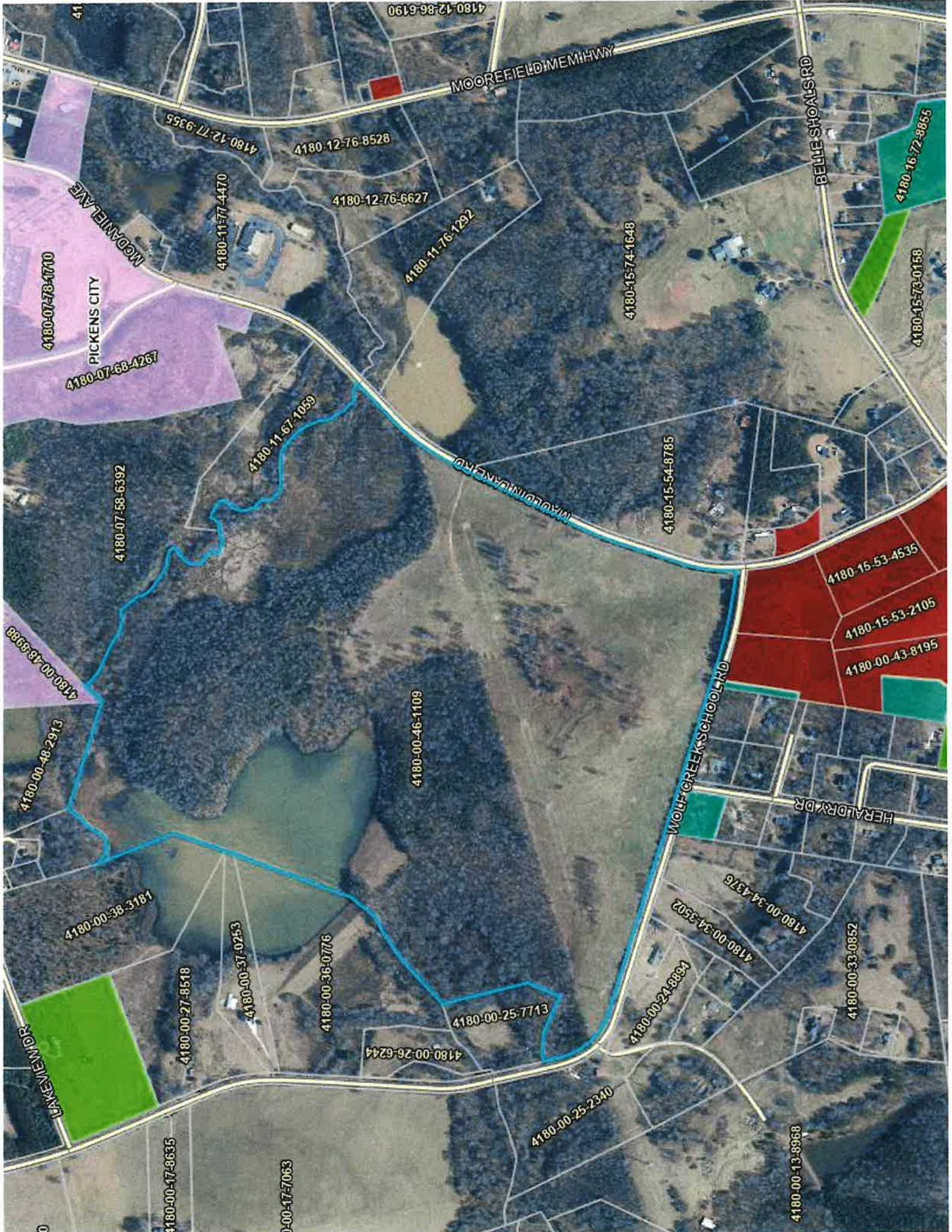
ALL that certain piece, parcel or lot of land situate, lying and being in the State of South Carolina, County of Pickens, about one mile Southerly from the City of Pickens, containing one-fourth (.25) of an acre, more or less, adjoining the 215 acre tract of land above described, and being the same one-fourth acre lot of land conveyed to Fred G. Findley and Robert E. Welborn by Mary M. MaHaffey, and others by deed dated November 23, 1959, and recorded April 9, 1979, in Book of Deeds 13-0, at Page 620, in the Office of the Register of Deeds for Pickens County, South Carolina.

Pickens County Tax Map # 4180-00-46-1109

This being the same property conveyed unto E. Dean Holder as Trustee of Trust B FBO E. Dean Holder created under the Beatrice C. Holder Revocable Trust dated November 8, 2006, as amended dated February 19, 2016 and recorded February 16, 2016 in Deed Book 1750 at Page 338 in the Office of the Register of Deeds for Pickens County.

**EXHIBIT B**

**MAP OF PROPERTY**



MOOREFIELD MEM HWY

BELLE SHOALS RD

WOLF CREEK SCHOOL RD

HERALDRY DR

LAKEVIEW DR

PICKENS CITY  
MCDANIEL AVE

4180-12-77-9355

4180-12-76-8528

4180-12-76-6627

4180-11-76-1282

4180-15-74-1648

4180-16-72-8655

4180-15-73-0158

4180-07-58-6392

4180-11-67-1059

4180-15-54-8785

4180-15-53-4535

4180-15-53-2105

4180-00-43-8195

4180-00-48-8988

4180-00-48-2913

4180-00-46-1109

4180-00-38-3181

4180-00-27-8518

4180-00-37-0253

4180-00-36-0776

4180-00-25-7713

4180-00-26-6244

4180-00-34-3502

4180-00-34-4376

4180-00-24-8884

4180-00-33-0852

4180-00-17-8635

0-00-17-7063

4180-00-25-2340

4180-00-13-8968



**City of Pickens Planning Commission**

**September 24<sup>th</sup>, 2025**

**Report By:** Jennifer Vissage, Planner  
**Applicant:** Dean Holder  
**Owner:** Dean Holder  
**Request:** Zoning Consideration for Proposed Annexed Property  
**Property Location:** Mauldin Lake Road  
**Zoned:** Pickens County Parcel

The subject property is bordered by a single parcel within the Pickens City Limits, zoned R-8 Residential. All other adjacent properties fall under Pickens County jurisdiction and are designated as either Agricultural or Natural Heritage districts per the county's Unified Development Ordinance (UDO). These districts support residential development with lot sizes ranging from ½ to 1 acre, emphasizing open space and low-density character. A map identifying uses is attached to this report.

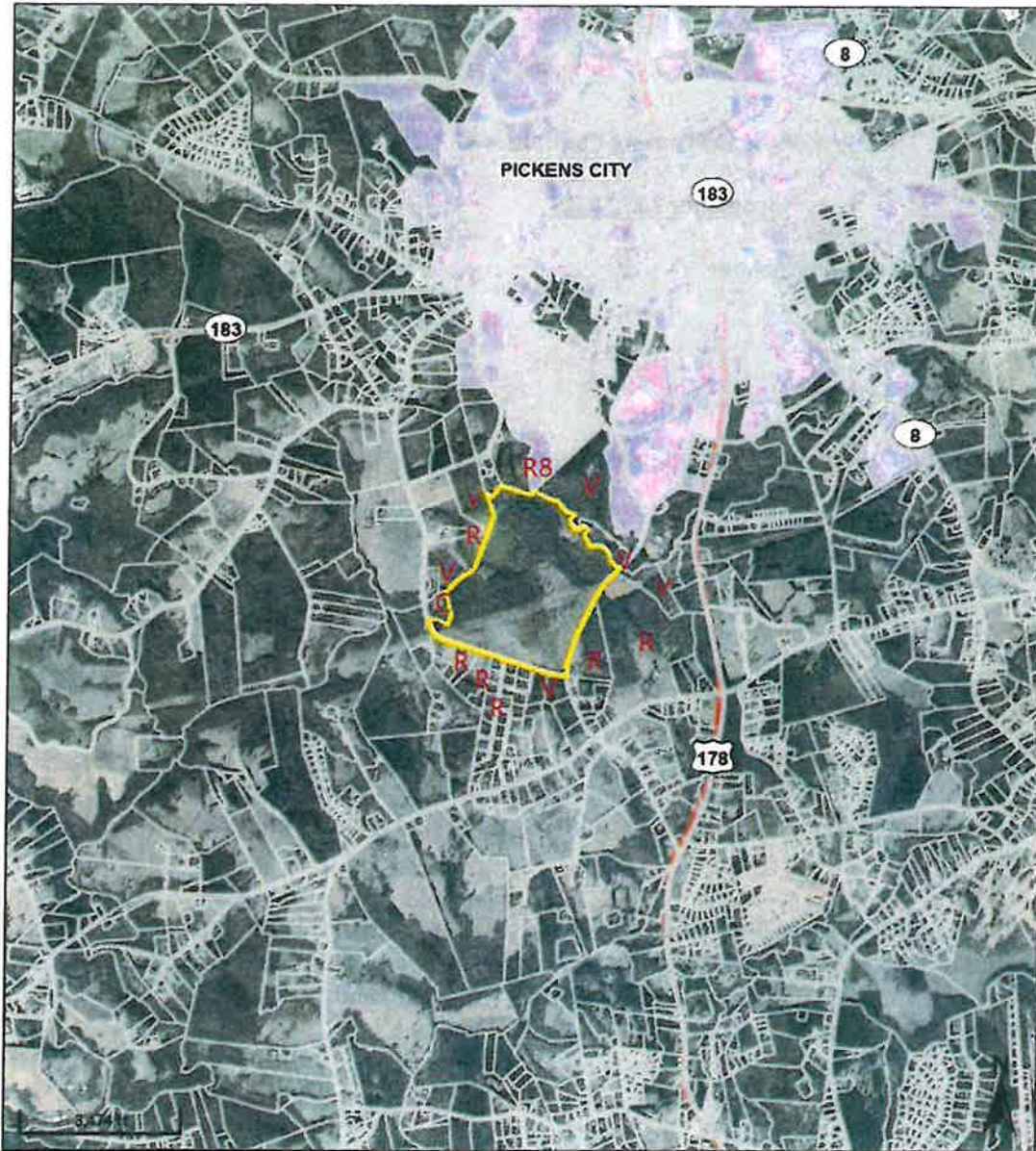
The most recent Future Land Use Map, derived from the 2012 Comprehensive Plan, does not include the Mauldin Lake Road area, as it lies outside the city boundaries. The nearest mapped parcel is designated as Institutional, offering limited guidance for future land use in the immediate vicinity. The 2012 Future Land Use Map is attached to this report.

The Planned Development District (PDD) provides a flexible zoning framework that allows the city and developer to collaboratively establish site-specific standards—such as setbacks, lot dimensions, and density. This approach enables alignment with local priorities and evolving market conditions. PDDs often incorporate measures to preserve natural features and can be amended over time to reflect changing community needs.

Staff believes that applying a PDD to the proposed annexation area is the most appropriate strategy. It offers the city greater control over the form and function of the development, ensuring outcomes that are beneficial to the municipality, the developer, and the surrounding community. Unlike conventional zoning, a PDD allows for a tailored development vision that better reflects the unique context of the site.



# Pickens County, SC



### Overview



### Legend

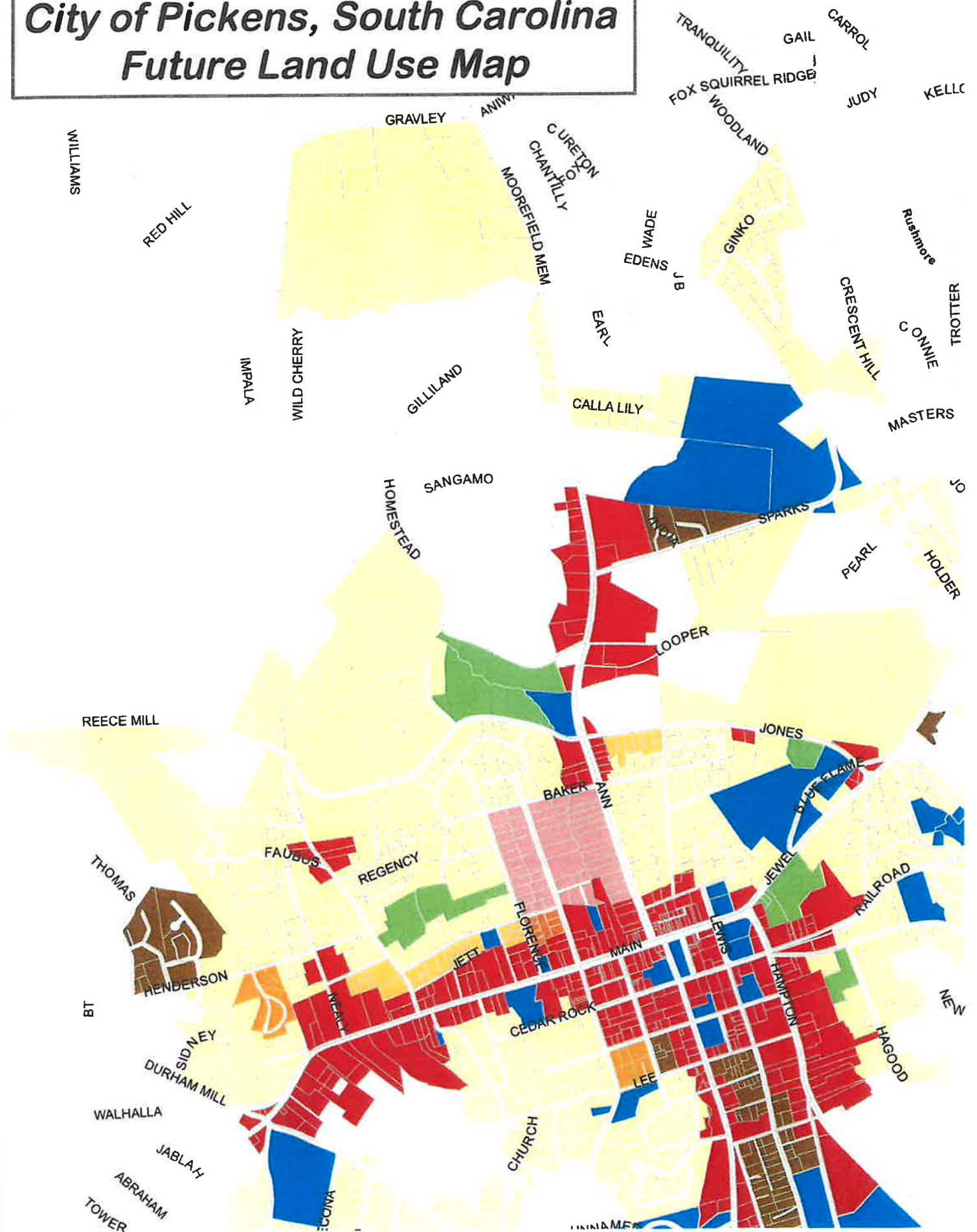
- Parcels
- Municipalities
- USA Major Highways
  - Limited Access
  - Highway
  - Major Road
  - Local Road
  - Minor Road
  - Other Road
  - Ramp
  - Ferry
- Pedestrian Way
- v- Vacant Land
- R8- Multi Family Zoned
- R- Residential Use
- C- Church

Date created: 9/21/2025

Last Data Uploaded: 9/20/2025 8:24:13 PM

Developed by SCHNEIDER  
GEOSPATIAL

# City of Pickens, South Carolina Future Land Use Map



## MEMORANDUM

TO: Cruz Wheeler

FROM: Thompson Consulting Services

DATE: September 15, 2025

SUBJECT: Debris Collection from Non-MOA Roads – Hurricane Helene DR-4829-SC

Hurricane Helene (FEMA DR-4829-SC) generated widespread debris across South Carolina. In response, the South Carolina Department of Transportation (SCDOT) activated its pre-positioned debris removal contractors to collect eligible disaster debris along SCDOT-maintained roads. SCDOT also deployed pre-positioned debris monitoring firms to monitor and document debris collection activities.

Due to the severity of the disaster and the significant debris volumes impacting both counties and municipalities, SCDOT entered into Memorandums of Agreement (MOAs) with local jurisdictions to allow SCDOT contractors to provide debris removal support. Pickens County was among the first to request assistance and executed an MOA with SCDOT. Under this agreement, DRC Emergency Services (DRC) performed debris removal operations, and Thompson Consulting Services (Thompson) provided monitoring services.

Although municipalities within Pickens County were also heavily impacted, they did not formally execute MOAs with SCDOT. This may have been due to a misunderstanding of the need for a separate MOA for each municipality to receive debris removal services. During a review of supporting documentation, Thompson identified that debris was collected from certain municipality-maintained roads. Subsequent discussions with project management from both DRC and Thompson confirmed that this occurred due to a misinterpretation of jurisdictional responsibility for County versus municipal roads. In addition, both the County and municipalities were under urgent pressure to address immediate public health and safety threats posed by large volumes of curbside debris. With limited local resources available, SCDOT's contractors performed debris removal on municipal roads to support public safety and expedite community recovery.

All debris collected from municipal roads was disaster-related, eligible under FEMA guidelines, and fully monitored and documented in compliance with FEMA requirements. Accordingly, the associated removal and monitoring costs are eligible for reimbursement to SCDOT. To ensure complete cost documentation and strengthen compliance records, Thompson recommends executing retroactive MOAs with each municipality that received debris removal and monitoring services under this arrangement.

Memorandum of Agreement  
Between the  
South Carolina Department of Transportation  
And

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This Memorandum of Agreement (“Agreement”) is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the **SOUTH CAROLINA DEPARTMENT OF TRANSPORTATION** (hereinafter referred to as “**SCDOT**”) and \_\_\_\_\_, (hereinafter referred to as “**LOCAL GOVERNMENT**”) (collectively “**the Parties**”).

WITNESSETH THAT:

WHEREAS, during a declared State of Emergency as declared by the Governor pursuant to S.C. Code Sect. 25-1-440, the LOCAL GOVERNMENT may be called upon to perform certain functions to include disaster-related debris clearing and clean-up activities on the maintained rights-of-way of LOCAL GOVERNMENT maintained roads and bridges; and

WHEREAS, it is the policy of SCDOT and the LOCAL GOVERNMENT to cooperate with each other to maximize the use and allocation of the resources with which each are entrusted; and

WHEREAS, the LOCAL GOVERNMENT has requested this Agreement so that it will have the opportunity to request SCDOT to perform certain disaster-related, debris clearing and clean-up activities on LOCAL GOVERNMENT maintained rights-of-way during times of emergency in order to assure that its citizens are served and protected; and

WHEREAS, the implementation of this Agreement will be based on the occurrence of severe disasters that could affect LOCAL GOVERNMENT maintained roads and bridges within the LOCAL GOVERNMENT’s geographical boundaries; and

WHEREAS, this Agreement is in the best interest of both Parties to facilitate the most practical, economical, and expeditious performance of certain disaster-related debris clearing activities, where needed.

NOW THEREFORE, the Parties agree as follows:

I. Project Description:

- A. In the event of any declared State of Emergency declared by the Governor and affecting areas within the LOCAL GOVERNMENT's geographical boundaries, this Agreement may be implemented to permit SCDOT to conduct disaster-related "First Push" and "Debris Removal" activities on designated LOCAL GOVERNMENT maintained roadway(s). "First Push" is defined as the initial operation to clear the roadway, which includes cut and toss operations to push debris out of the traveled way. "Cut and Toss" means cutting and/or pushing the debris off of the roadway sufficiently to allow safe vehicular traffic on all traveled ways.

"Debris Removal" is the clearance, removal, and/or disposal of items such as trees, woody debris, sand, mud, silt, gravel, building components, wreckage, vehicles, and personal property. The work must be necessary to:

- Eliminate an immediate threat to lives, public health and safety
- Eliminate immediate threats of significant damage to improved public or private property
- Ensure the economic recovery of the affected community to the benefit of the community-at-large
- Mitigate the risk to life and property by removing substantially damaged structures and associated appurtenances

Examples of "Debris Removal" activities include:

- "Debris Removal" from a street or highway to allow the safe passage of emergency vehicles
- "Debris Removal" from public property to eliminate health and safety hazards. This includes maintained rights-of-way

- B. To implement this Agreement, the LOCAL GOVERNMENT must make a request to the SCDOT District Engineering Administrator (DEA), or his or her designee, for implementation. Upon receiving such request, LOCAL GOVERNMENT may assign to SCDOT the responsibility for "First Push" and "Debris Removal" activities within the confines of the LOCAL GOVERNMENT's boundaries along the LOCAL GOVERNMENT maintained routes included in Exhibit "A," as requested by the LOCAL GOVERNMENT and agreed upon by SCDOT pursuant to Section III and Section IV herein. Exhibit "A" may include multiple lists identified by option to allow a varied response based on the severity of the emergency.

- C. The "First Push" and "Debris Removal" activities will be performed in

accordance with all applicable Federal Emergency Management Agency (“FEMA”) rules, regulations, and procedures. (See FEMA Public Assistance Guide, FEMA 322, etc.).

II. LOCAL GOVERNMENT Responsibilities:

- A. LOCAL GOVERNMENT may request implementation of this Agreement orally and follow up in writing and direct SCDOT to perform services under the terms of this Agreement.
- B. LOCAL GOVERNMENT does not guarantee that any work or services will be authorized pursuant to this Agreement.
- C. LOCAL GOVERNMENT reserves the right to inspect all work undertaken pursuant to this Agreement.
- D. LOCAL GOVERNMENT will be responsible for the local match share of eligible expenses on roads maintained by LOCAL GOVERNMENT that is not reimbursed by the appropriate federal agency.
- E. If this Agreement is implemented, LOCAL GOVERNMENT retains responsibility for the clearance and removal of debris from those LOCAL GOVERNMENT maintained roadways and bridges, and portions thereof, not specifically included in the LOCAL GOVERNMENT’s request as identified in Exhibit “A” and approved in accordance with this Agreement.

III. SCDOT Responsibilities:

- A. To implement this Agreement, LOCAL GOVERNMENT will request to SCDOT orally and follow-up in writing to proceed with “First Push” and “Debris Removal” activities on LOCAL GOVERNMENT maintained roadways and bridges as identified in Exhibit “A.” When applicable, the request shall identify the option in Exhibit “A” that is being implemented.
- B. SCDOT will ensure that all “First Push” and “Debris Removal” activities performed are in accordance with the terms and conditions of FEMA policies and procedures.
- C. SCDOT will apply directly to FEMA, through SCEMD, for reimbursement of work on LOCAL GOVERNMENT maintained roadways and bridges and will ensure that all “First Push” and “Debris Removal” activities performed are in accordance with FEMA policies and procedure. SCDOT cannot and does not guarantee reimbursement by FEMA.

- D. SCDOT will seek reimbursement from LOCAL GOVERNMENT for any unreimbursed expenses for work performed on LOCAL GOVERNMENT maintained roads.
- E. SCDOT will certify that any of its pre-disaster contracts with third-parties for “First Push” and “Debris Removal” activities for which it intends to seek reimbursement shall:
  - 1. Be competitively and openly bid by SCDOT
  - 2. Mandate compliance with the requirements of the National Environmental Policy Act (NEPA) of 1969 and all FEMA policies and procedures.
- F. SCDOT will be responsible for all claims and damages resulting from negligent equipment operation performed by the SCDOT pursuant to this Agreement within the limits of the SC Tort Claims Act, and will require its contractors to maintain general liability insurance as is customary for similar work.

IV. TERMINATION

- A. Either Party may unilaterally terminate this Agreement with 30 days’ prior notice in writing.
- B. Failure to perform: LOCAL GOVERNMENT may terminate this Agreement and resume the responsibility for performing “First Push” and/or “Debris Removal” activities on LOCAL GOVERNMENT maintained roadways in the event that SCDOT fails to adequately perform these assigned duties during an emergency response event. This termination will be in writing and will provide a minimum of 72 hours’ prior notice.

V. GENERAL TERMS

- A. CONFORMITY WITH LAWS. The Parties hereto agree to conform to all SCDOT policies; all State, Federal, and local laws, rules, regulations, and ordinances governing agreements or contracts relative to the services covered under this Agreement.
- B. BENEFIT AND RIGHT OF THIRD PARTIES. This Agreement is made and entered into for the sole protection and benefit of SCDOT and LOCAL GOVERNMENT, and their respective successors, executors, administrators, and assigns. No other persons, firms, entities, or parties shall have any rights, or standing to assert any rights, under this Agreement in any manner.
- C. AUTHORITY TO EXECUTE By executing this Agreement, the undersigned each affirms and certifies that he or she has authority to bind his or her principal

DEB - \_\_\_\_\_

First Push & Debris Removal Agreement  
STATE TO PERFORM ON LOCAL ROADS

thereto and that all necessary acts have been taken to duly authorize this Agreement under applicable law.

- D. ENTIRE AGREEMENT. This Agreement with any attachments constitutes the entire Agreement between the Parties. The Agreement is to be interpreted under the laws of the State of South Carolina.

*[Signatures on next page]*

DEB - \_\_\_\_\_

First Push & Debris Removal Agreement  
STATE TO PERFORM ON LOCAL ROADS

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed on their behalf

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF

\_\_\_\_\_  
LOCAL GOVERNMENT

\_\_\_\_\_  
Witness

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
Title

SOUTH CAROLINA DEPARTMENT OF  
TRANSPORTATION

\_\_\_\_\_  
Witness

By: \_\_\_\_\_  
Deputy Secretary for Finance and Administration  
or Designee

RECOMMENDED BY:

\_\_\_\_\_  
Deputy Secretary for Engineering or Designee

REVIEWED BY:

\_\_\_\_\_  
Title: \_\_\_\_\_

DEB - \_\_\_\_\_

First Push & Debris Removal Agreement  
STATE TO PERFORM ON LOCAL ROADS

**CERTIFICATION OF SCDOT**

I hereby certify that I am the Deputy Secretary for Engineering of the Department of Transportation of the State of South Carolina, or his or her designee. The LOCAL GOVERNMENT or its legal representatives have not been required directly or indirectly as an expressed or implied condition in connection with obtaining or carrying out this Agreement to:

- (a) employ or retain, or agree to employ or retain, any firm or person or
- (b) pay, or agree to pay, to any form, person, or organization, any fee, contribution, donation, or consideration of any kind, except as herein expressly stated (if any).

In accordance with Section 635.105 of Title 23 CFR, I further certify that the work stipulated in this Agreement to be performed by SCDOT can be more advantageously performed by said SCDOT than by LOCAL GOVERNMENT and that said SCDOT is adequately staffed and suitably equipped to undertake and satisfactorily complete such work, under the terms of this Agreement.

I acknowledge that this certificate is to be furnished to FEMA or the Federal Highway Administration, U. S. Department of Transportation, in connection with this Agreement, and is subject to applicable State and Federal Laws, both criminal and civil.

\_\_\_\_\_

(Date)

\_\_\_\_\_

(Deputy Secretary for Engineering or Designee)

**CERTIFICATION OF THE LOCAL GOVERNMENT**

I hereby certify that I am the \_\_\_\_\_ and duly authorized representative of the LOCAL GOVERNMENT, whose address is \_\_\_\_\_, and that neither I, nor the above LOCAL GOVERNMENT I represent, has:

- (a) employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above LOCAL GOVERNMENT ) to solicit or secure this Agreement,
- (b) agreed, as an expressed or implied condition for obtaining this Agreement, to employ or retain the services of any firm or person in connection with carrying out the Agreement, or
- (c) paid or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above LOCAL GOVERNMENT ) any fee, contribution, or consideration of any kind for, or in connection with, procuring or carrying out the contract except as herein expressly stated (if any).

I acknowledge that this certificate is to be furnished to the SCDOT and FEMA or the Federal Highway Administration, U.S. Department of Transportation, in connection with this Agreement, and is subject to applicable State and Federal laws, both criminal and civil.

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(LOCAL GOVERNMENT Signature)

DEB - \_\_\_\_\_

First Push & Debris Removal Agreement  
STATE TO PERFORM ON LOCAL ROADS

**CERTIFICATION FOR CONTRACTS, LOANS AND COOPERATIVE AGREEMENTS**

The undersigned certifies, to the best of his or her knowledge and belief that:

No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, of modification of any Federal contract, grant, loan, or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
Authorized LOCAL GOVERNMENT Representative

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
Authorized SCDOT Representative

DEB - \_\_\_\_\_

First Push & Debris Removal Agreement  
STATE TO PERFORM ON LOCAL ROADS

**EXHIBIT "A"**

**(List of local maintained roadways and bridges located within the geographical boundaries of LOCAL GOVERNMENT that the LOCAL GOVERNMENT requests SCDOT accept responsibility for pursuant to this agreement. List must include road number, road name, clear termini, and length of roadway segment. Exhibit "A" may include multiple lists identified by option to allow a varied response based on the severity of the emergency.**