

Mayor
ISAIAH SCIPIO
City Council
ALLIE WINTER, Mayor Pro-Tem
DANNY ADAMS
JONATHAN BAKER
CAMERON RIVERS
FLOYD ROGERS
RAY WILSON



Administrator
TIM O'BRIANT
City Clerk
DONNA F. OWEN

City of Pickens

www.cityofpickens.com

AGENDA
CITY COUNCIL WORK SESSION
Monday February 23, 2026
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. ADMINISTRATOR'S REPORT:
5. FINANCE DIRECTOR'S REPORT:
6. PRESENTATION REGARDING AN UNSOLICITED PROPOSAL AT CITY OWNED PROERTY TAX MAP # 4181-20-81-5542:
7. APPROVAL OF CONTRACTS WITH FIVE ONE, LLC AND McADAMS:
8. APPROVAL OF SAMPLE POLICY FOR BOARDS AND COMMISSIONS:
9. APPROVAL OF EMPLOYMENT ADVERTISEMENT FOR CITY CLERK:
10. CONVENE INTO EXECUTIVE SESSION:
 - a. Motion to enter into executive session for the purpose of receiving legal advice where the legal advice relates to a pending, threatened, or potential claim or other matters covered by the attorney-client privilege related to Citizens' Petitions for Ordinance by Initiative and Referendum as allowed by S.C. Code 30-4-70(a)(2).
 - b. Motion to enter into executive session for the purpose of receiving legal advice where the legal advice relates to a pending, threatened, or potential claim or other matters covered by the attorney-client privilege related to water service rights for annexed

property identified as Pickens County Tax Map No. 4180-00-46-1109 as allowed by S.C. Code 30-4-70(a)(2).

11. RECONVENE INTO PUBLIC SESSION:

12. ACTION AS IT RELATES TO EXECUTIVE SESSION:

13. COMMENTS FROM COUNCIL MEMBERS:

14. ADJOURNMENT:



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February 19, 2026

TO: Mayor and City Council
FROM: Tim. O'Briant, City Administrator
RE: Administrator's Report

Downtown parking update

Staff has consulted with city attorney Daniel Hughes to review current city codes regarding downtown parking and the council's ability to set time limits and enforce them. The determination was that the current ordinance as written specifically calls out Main Street parking, but also allows the council to



Figure 1. Images of the signs to be used for enforcement.

establish and enforce time limits anywhere within the downtown overlay.

Therefore, council is free to establish and enforce 2-hour parking throughout downtown. Staff has ordered several two-hour parking limit signs to mark the areas, as required by code. Without objection, staff will implement the two-hour parking throughout downtown, remove any and all unauthorized reserved parking signs and begin enforcement through our codes compliance division using the enforce plus application as we have discussed previously. Staff recommends delaying any decision on changing the traffic flow (one-way

proposal) on Court Street Until the effectiveness of the two-hour limit is determined and until SCDOT completes plans and designs for their proposed road diet project. Additionally, staff has ordered two 15-minute loading and unloading only signs. One of these would be installed in front of the residential unit on Court Street for resident and public use to drop-off luggage, accept deliveries, etc. The proposed location for the other would be on Main Street in front of Bivens Hardware as that is centrally located. The parking restriction would be enforced for 8 am to 6 pm Monday through Friday.

Sanitation Truck update

The 2025 Peterbilt rear-loading truck, at the time of this writing, was enroute from Minnesota and expected to be available for pickup Friday in Charlotte. The equipment was obtained through a financing proposal for the acquisition in the amount of \$341,000 through a tax-exempt municipal lease-purchase

structure with NCL Government Capital as approved by council in an emergency procurement authorization approved Feb. 9, 2026. One council question was regarding the warranty, which is five-years/200,000-mile bumper-to-bumper coverage. This acquisition aligns with the City's fleet replacement planning and supports continued reliability of sanitation services while avoiding large one-time capital outlays. With the new truck in operation, delayed residential and commercial collection are expected to be fully caught up this week.

FEMA Disaster Aid Update

Please see spreadsheet below detailing the status of the city's various Helene recovery projects and the associated federal and state grants related to them. You'll recall that original estimates during the budget process for the current year were for \$400,000 in revenue. Council and staff agreed to budget conservatively and opted to reduce the revenue projection to \$150,000 in total.

FEMA - 4829 - DR - SC								
Damage #	Category	FEMA Project #	SCEMD Project #	Description	Project Estimate	Project Actual Submitted	FEMA Received	Current Status As Of 2/18/26
1513627	A	810893	575	Building Debris Removal 100%		\$ 6,939.92		Obligated, awaiting payment
1493901	B	801525	109	Emergency Protective Measures 100% (9/25/24-12/24/24)			\$ 104,158.65	Payment received 2/9/26
1493293	C	807741	333	Sewer Lift Station Embankment			\$ 157,667.25	Payment received 2/9/26
1516919	C	807747	336	Doodle Trail Wash	\$ 4,000.00			Pending FEMA Scope & Cost Routing
1493289	E	807737	332	City Equipment Building	\$ 8,500.00			Pending SCEMD Review
1493972	E	807745	335	Chamber of Commerce Building	\$ 2,200.00			Pending PDMG Project Review
1513598	E	812147	673	Jaycee Park Storage Shed			\$ 6,657.34	Payment received 12/30/25
1513597	F	812299	679	Sewage Line Break			\$ 5,771.36	Payment received 9/11/25
1493299	G	807747	336	Water Plant Fence	\$ 5,000.00			Pending FEMA Scope & Cost Routing
1493982	G	807747	336	W. Jones Fields	\$ 50,000.00			Pending FEMA Scope & Cost Routing
1493980	G	807747	336	N. Homestead Fields	\$ 50,000.00			Pending FEMA Scope & Cost Routing
1493974	G	807747	336	Doodle Trail Fencing	\$ 5,000.00			Pending FEMA Scope & Cost Routing
1513625	G	812147	673	Jaycee Park Storage Shed Contents			\$ 9,685.93	Payment received 12/30/25
	Z			Admin Cost 5%	\$ 20,779.02			
					\$ 124,700.00	\$ 6,939.92	\$ 283,940.53	

TOTAL	
Reimbursement Expected Admin Cost	\$ 415,580.45

As of this report, **we have exceeded that budget line by 177 percent.** In round numbers, that means at least \$150,000 in Hazard Mitigation and Disaster Preparedness funding has been received and is available in the current year to complete the following projects as recommended by staff following meetings with Fire, Police and Administration staff. The non-functioning standby generator at the Railroad Avenue Public Works facility has been found to be unsalvageable and requires replacement at an

estimated cost of \$25,000 to keep this key facility up and running during any power outage. The current list of priorities from the various departments is as follows:

- 1. Replace standby generator, public works \$22,000
- 2. Fund 1,000 gal. gasoline storage tank and pump at PW \$15,000
- 3. Replace FD aging service truck (used purchase) \$40,000
- 4. PD hydraulic breach tool and saw \$5,000
- 5. Polaris ATV Search/Rescue/Med Tech \$15,000
- 6. PW Snowplow attachments (two) \$10,000
- 7. Rec Center standby generator project match \$20,000
- 8. Reimburse portable showers/restrooms (WS Fran) \$10,000

\$137,000

I encourage council to schedule a work session discussion with department heads soon to review these priorities and any that individual council members may have to move these projects forward as we



continue to leverage federal funds to make our city as disaster-proof and resilient as possible. Attached are photos of the trailer our first responders have set up for quick response disaster shelter supplies procured during recent declared emergencies. The purchases related to Winter Storm Fran, including the trailer, will be reimbursed by FEMA at 75 percent of the actual \$9,500 cost for a net cost to the city of \$2,375. The trailer was purchased from Shannon Haskett at a discounted price as Haskett, in his role as a school board member, assisted with shelter set up and operations at Pickens High School. Haskett, also donated supplies, materials and labor from his business, Legacy

Sheds of Pickens, to customize and upfit the trailer with shelving and organization for the efficient storage and access to the materials when needed in the event of an emergency.

Staffing notes

Due to the departure of our Revenue Codes Enforcement officer earlier this month, that position is currently open. As I have shared with each member of council and the Mayor, the Chief Beach and I have worked to develop a plan to shift an experienced law enforcement officer into the role with the addition of daily traffic patrol/speeding enforcement into the job description. This officer would also be charged with enforcement of the parking limits set downtown along with the ongoing duties related to the collection of business license fees, hospitality taxes, etc. While remaining a uniformed member of PPD, the officer would report directly to the Administrator and would be assigned these codes compliance and traffic duties exclusively. Council is expected to discuss this administrative issue this evening to ensure there are no objections prior to implementation. The officer’s resume (Christian Kellenberger) is attached for council review.

Law Enforcement Resume

Christian Kellenberger

129 Bradley Drive, Pickens, SC 29671 / (305) 906-2152 / cckfirecop@yahoo.com

Skills Summary

I have dedicated my life to providing the best customer service to the communities in which I lived and worked through law enforcement and fire rescue services. I have enjoyed a successful career with positive experiences. Hard work and dedication to personal and professional goals helped achieve success. I applied that each day, giving above 100% of effort, raising the bar of standards to new heights. I am a self-starter, change maker who is very dependable and a critical thinker.

I had the opportunity in my career to experience promotional opportunities that not only benefited me but the agency as well. Each position required self-drive, attention to work product and details, quality and quantity of work, dedication to each position and the entire agency, sound judgement, team work, professionalism, dependability, time management, work load management, operation of company vehicle, prioritization of tasks and accountability. The responsibilities for the management of personnel, equipment and budget increased with each position. Physical fitness and personal health were and will continue to be a necessity in my life. Lastly, the greatest responsibility was providing the best customer service in all situations to include stressful or routine days, adverse weather and traffic congestions. The ability to establish rapport, effectively communicate and actively listen were critical to achieving this.

Law Enforcement Experience

MONROE COUNTY SHERIFF'S OFFICE

December 3, 1990 – June 1, 2006

Positions: Communications Officer, Deputy Sheriff, Field Trainer, Detective, Patrol Sergeant.

PALM SPRINGS POLICE DEPARTMENT (FL)

January 10, 2007 – August 1, 2010

Position: Police Officer, Field Trainer

MONROE COUNTY SHERIFF'S OFFICE

September 1, 2010 – June 7, 2024

Positions: Deputy Sheriff, Field Trainer, Patrol Sergeant, Detective Sergeant, Lieutenant,

More on Court Street Parking

In furtherance of the Council's desire to establish an Intergovernmental Agreement with Pickens County that would formalize and govern reserved courthouse spaces for security and other purposes, I have met

with County Administrator, and he agreed such an agreement would be of benefit to both parties. For council review and consideration, a draft IGA is attached to begin the formal process.

INTERGOVERNMENTAL AGREEMENT

Between the City of Pickens, South Carolina and Pickens County, South Carolina Regarding Reserved Parking on City-Owned Court Street Adjacent to the Pickens County Courthouse

This Intergovernmental Agreement (“Agreement” or “IGA”) is entered into this ___ day of _____, 2026, by and between:

The City of Pickens, South Carolina, a municipal corporation of the State of South Carolina (“City”), acting by and through its Mayor, Isaiah A. Scipio, duly authorized; and

Pickens County, South Carolina, a political subdivision of the State of South Carolina (“County”), acting by and through its Chairman of County Council, Alex Saitta, duly authorized.

The City and County may be referred to individually as a “Party” and collectively as the “Parties.”

RECITALS

WHEREAS, the City owns and maintains Court Street and all on-street parking spaces located adjacent to the Pickens County Courthouse within the municipal limits; and

WHEREAS, the Pickens County Courthouse generates operational and security-related parking needs for County employees and law enforcement personnel; and

WHEREAS, the Parties desire to establish a cooperative framework to designate a limited number of secure, reserved parking spaces on City-owned Court Street for official County use; and

WHEREAS, the City retains regulatory authority over its streets and public parking, and the County seeks accommodation for operational and public safety purposes; and

WHEREAS, intergovernmental cooperation is authorized under the laws of the State of South Carolina and is in the public interest.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Parties agree as follows:

1. PURPOSE

The purpose of this Agreement is to authorize and define the designation of reserved parking spaces on City-owned Court Street adjacent to the Pickens County Courthouse for secure County staff and law enforcement use, while preserving the City's authority over public streets and parking regulation.

2. LOCATION

This Agreement applies solely to on-street parking spaces located on **Court Street adjacent to the Pickens County Courthouse**, within the City limits of Pickens, South Carolina.

A more specific diagram or exhibit may be attached and incorporated upon approval by both Parties.

3. RESERVED PARKING SPACES

The City agrees to designate _____ (**number to be determined**) on-street parking spaces along Court Street adjacent to the Pickens County Courthouse as reserved spaces for:

- Pickens County staff engaged in official duties; and
- Law enforcement personnel requiring secure or proximate courthouse access.

These spaces shall be used only for official government purposes.

4. CITY AUTHORITY

The City shall retain full ownership, control, and regulatory authority over Court Street and all public parking, including:

1. Authority to install signage and pavement markings identifying reserved spaces;
2. Authority to enforce parking restrictions through warnings, citations, and towing as permitted by ordinance;
3. Authority to modify traffic control measures as necessary for public safety; and
4. Authority to adjust placement of reserved spaces upon mutual coordination with the County.

5. COUNTY RESPONSIBILITIES

The County shall:

1. Limit use of reserved spaces to official staff and law enforcement purposes;
2. Inform employees and officers of applicable City parking regulations;
3. Coordinate with the City regarding operational needs or changes affecting courthouse access;
4. Avoid unauthorized expansion of reserved parking without formal amendment to this Agreement.

6. SIGNAGE AND ENFORCEMENT

The City shall install and maintain signage indicating:

- “Reserved – County Staff / Law Enforcement Only” or similar designation.

Parking enforcement shall remain the responsibility of the City.

Unauthorized vehicles may be cited or removed in accordance with City ordinances.

7. COSTS

Unless otherwise agreed:

- The County shall bear costs associated with signage, striping, and enforcement of any reserved spaces requested under this agreement;
- The County shall bear any internal administrative costs and may reimburse the City for additional improvements if mutually agreed.

8. TERM

This Agreement shall take effect upon execution and remain in effect for three (3) years.

It shall automatically renew for successive one-year terms unless terminated.

9. TERMINATION

Either Party may terminate this Agreement with ninety (90) days written notice.

Termination shall not affect enforcement actions or obligations incurred prior to termination.

10. AMENDMENTS

This Agreement may be amended only by written instrument approved by:

- Pickens City Council; and
- Pickens County Council.

11. GOVERNING LAW

This Agreement shall be governed by the laws of the State of South Carolina.

12. ENTIRE AGREEMENT

This document constitutes the entire agreement between the Parties regarding reserved parking on Court Street adjacent to the Pickens County Courthouse.

SIGNATURES

CITY OF PICKENS, SOUTH CAROLINA

By: _____
Isaiah A. Scipio, Mayor

Date: _____

Attest: _____
City Clerk

PICKENS COUNTY, SOUTH CAROLINA

By: _____
Alex Saitta, Chairman, Pickens County Council

Date: _____

Attest: _____
Clerk to Council

**City of Pickens
Council Meeting
Finance Director's Report
February 23, 2026**

Please find below the Finance Department update as of February 23, 2026:

- The City's 2025 Worker's Compensation Payroll Audit was completed on February 10, 2026.
- The City has received reimbursement from FEMA in the amount of **\$261,825.90**.
- Our Risk Assessments for SCMIT and SCMIRF were completed on February 18, 2026, with an overall score of **83**. Online training courses are available, and employee participation will secure a **5% discount** on our annual premiums.
- The external audit is progressing smoothly with no issues identified to date. We anticipate completion and issuance of the audit report in March.
- All required documentation has been finalized for the purchase of the City's new trash truck. Delivery is expected within the next few days.
- All other financial reports are attached for your review.

Please let me know if you have any questions or require additional information.

Respectfully submitted,

Mandy K. Hess
Finance Director
City of Pickens



**Monthly Financial Report
Fiscal Year 2025 Through
23-Feb-26**

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	\$ 2,897,688	47.3%	62.5%
Expenditures	\$ 6,122,209	\$ 3,953,088	64.6%	62.5%
Revenues Over (Under) Expenditures	\$ -	\$ (1,055,400)		

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	\$ 2,399,369	55.0%	62.5%
Expenditures	\$ 4,360,027	\$ 2,604,409	59.7%	62.5%
Revenues Over (Under) Expenditures	\$ -	\$ (205,039)		

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	\$ 438,582	73.1%	62.5%
Expenditures	\$ 600,000	\$ 369,286	61.5%	62.5%
Revenues Over (Under) Expenditures	\$ -	\$ 69,296		

RECONCILED BANK ACCOUNT BALANCES

<i>Account</i>	<i>Balance</i>
Wells Fargo Operating Account	\$ 1,246,841
Wells Fargo Hospitality Tax Account	\$ 442,552
Wells Fargo Grant Account	\$ 20
South State Seized Account	\$ 17,893
South State PEPI Account	\$ 13,744
PD K9 Account	\$ 12,782
LGIP General Fund	\$ 880,255
LGIP Utility Fund	\$ 176,998
LGIP Hospitality	\$ 551,147
Total Cash in Bank	\$ 3,342,232

February 2026 Expense Summary

General Fund	Revenue	Expenditures	Net
Dept 4150	\$ 1,847,621.78	\$ 739,855.65	\$ 1,107,766.13
Dept 4210	\$ 334,200.81	\$ 1,310,264.66	\$ (976,063.85)
Dept 4220	\$ 399,030.83	\$ 575,792.30	\$ (176,761.47)
Dept 4310	\$ 283,847.23	\$ 697,580.65	\$ (413,733.42)
Dept 4510	\$ 32,987.01	\$ 456,354.83	\$ (423,367.82)
Dept 4520	\$ -	\$ 110,699.38	\$ (110,699.38)
Dept 4650	\$ -	\$ 62,540.42	\$ (62,540.42)
GO Bond Pmts	\$ -	\$ -	\$ -
Total GF	\$ 2,897,687.66	\$ 3,953,087.89	\$ 1,055,400.23

Hospitality Fund	Revenue	Expenditures	
Dept 4150	\$ 438,581.88	\$ 360,443.52	\$ 78,138.36
Dept 4155		\$ -	
Dept 4520	\$ -		
Dept 5000		\$ 8,842.81	
Total HF	\$ 438,581.88	\$ 369,286.33	\$ 69,295.55

Utility Fund	Revenue	Expenditures	
Dept 4300	\$ 2,357,676.35	\$ 898,188.19	\$ 1,459,488.16
Dept 4320	\$ -	\$ 322,224.13	\$ (322,224.13)
Dept 4330	\$ -	\$ 570,058.09	\$ (570,058.09)
Dept 4333	\$ 41,692.84	\$ 15,193.58	\$ 26,499.26
UF Transfer		\$ 379,869.74	\$ (379,869.74)
	\$ 2,399,369.19	\$ 2,185,533.73	\$ 213,835.46

60-4800-8576	\$ -	\$ 232,683.42	bond payments
60-4800-8577	\$ -	\$ 186,191.53	bond payments
Total UF	\$ 2,399,369.19	\$ 2,604,408.68	\$ (205,039.49)

REVENUE & EXPENDITURE STATEMENT DETAIL

01/01/2026 To 02/18/2026

CITY OF PICKENS

FY 2025-2026

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

Account	Current Period (\$)	YTD (\$)	Budget (\$)	% Used
10 General Fund				
Revenue				
4150 Administrative				
10-4150-4010 ELECTION FILING FEES	0.00	300.00	200.00	150
10-4150-4020 SIGN AND PLANNING PERMIT FEES	553.00	3,518.00	75,000.00	5
10-4150-4025 SCMIT REFUND (WORKERS COMP)	0.00	0.00	26,000.00	0
10-4150-4028 FEMA HELENE/FLOOD REIMBURSEM	261,825.90	283,940.53	150,000.00	189
10-4150-4040 CITY RENTALS	1,050.00	5,250.00	8,400.00	63
10-4150-4050 FRANCHISE FEES	106,334.80	179,831.31	485,000.00	37
10-4150-4055 MERCHANTS INVENTORY	3,609.08	10,827.24	15,000.00	72
10-4150-4060 PROPERTY TAX	261,454.82	355,138.58	575,000.00	62
10-4150-4061 HOMESTEAD EXEMPTION TAX	0.00	0.00	47,000.00	0
10-4150-4065 LOCAL OPTION SALES TAX	0.00	78,830.65	1,100,000.00	7
10-4150-4070 ACCOMMODATIONS TAX	0.00	0.00	21,200.00	0
10-4150-4071 AID TO SUBDIVISIONS	0.00	0.00	40,000.00	0
10-4150-4072 MFG PVE REIMBURSEMENT PROGR	0.00	0.00	250.00	0
10-4150-4075 LOCAL GOVT FUND	0.00	0.00	80,000.00	0
10-4150-4080 BUSINESS LICENSE	6,332.47	65,710.86	850,000.00	8
10-4150-4082 MASC BL Tax Revenue	0.00	70.05	0.00	*100
10-4150-4084 Building Permits	107.00	5,665.00	0.00	*100
10-4150-4085 SCMIRF INSURANCE CLAIMS	3,078.82	68,473.93	0.00	*100
10-4150-4175 INTEREST INCOME	0.00	21,541.05	300,000.00	7
10-4150-4180 MISCELLANEOUS/ALL OTHER	0.00	159,854.84	120,000.00	133
10-4150-4191 HOSPITAL TAX OH REIMBURSEMEN	0.00	228,800.00	228,800.00	100
10-4150-9005 UTILITY FUND TRANSFER 5%	0.00	379,869.74	0.00	*100
4150 Administrative Subtotal	\$644,345.89	\$1,847,621.78	\$4,121,850.00	45
4210 Police				
10-4210-4090 SCHOOL RESOURCE OFFICER REV	70,000.00	280,000.00	336,000.00	83
10-4210-4092 School Events Revenue	1,400.00	21,952.50	0.00	*100
10-4210-4095 MUNICIPAL FINES	6,708.89	28,128.31	120,000.00	23
10-4210-4099 MISCELLEANOUS REVENUE	160.00	370.00	0.00	*100
10-4210-4100 GOV DEALS REVENUE	0.00	3,750.00	0.00	*100
4210 Police Subtotal	\$64,851.11	\$334,200.81	\$456,000.00	73
4220 Fire Department				
10-4220-4215 IN CITY FIRE FEES	338,235.32	399,030.83	600,000.00	67
4220 Fire Department Subtotal	\$338,235.32	\$399,030.83	\$600,000.00	67
4310 Public Works				
10-4310-4099 MISCELLEANOUS REVENUE	0.00	3,100.00	0.00	*100
10-4310-4112 SANITATION INSIDE CITY	31,239.25	251,052.50	368,343.58	68
10-4310-4122 SANITATION OUTSIDE CITY	2,479.50	29,212.50	66,145.66	44
10-4310-6218 2ND ROLL CART PURCHASE	52.29	482.23	0.00	*100
4310 Public Works Subtotal	\$33,771.04	\$283,847.23	\$434,489.24	65
4510 Recreation				
10-4510-4099 MISC REVENUE	0.00	3,642.68	0.00	*100
10-4510-4135 Basketball Fees	2,232.00	7,657.00	24,000.00	32

10-4510-4140	Volleyball Fees	1,130.00	7,696.30	35,000.00	22
10-4510-4145	Baseball/Softball Fees	1,030.00	3,450.00	14,000.00	25
10-4510-4150	Football & Cheering Fees	0.00	4,023.03	20,000.00	20
10-4510-4160	Facility Rentals	500.00	945.00	8,000.00	12
10-4510-4165	Soccer Fees	-730.00	0.00	0.00	0
10-4510-4170	SUMMER CAMP FEES	0.00	1,900.00	10,000.00	19
10-4510-4171	Soccer Fees	850.00	3,673.00	19,000.00	19
4510 Recreation Subtotal		\$5,012.00	\$32,987.01	\$130,000.00	25
Revenue Subtotal		\$1,086,215.36	\$2,897,687.66	\$5,742,339.24	50

Expenditure

4150 Administrative

10-4150-5000	ADM. SALARIES	30,081.99	150,008.30	295,701.76	51
10-4150-5005	CITY COUNCIL SALARY (1/2)	2,769.24	13,500.10	24,000.00	56
10-4150-5015	SOCIAL SECURITY	2,472.15	11,597.33	22,621.21	51
10-4150-5020	RETIREMENT-EMPLOYER	5,447.10	30,872.11	55,043.07	56
10-4150-5025	SCMIT (WORKERS COMP)	0.00	4,366.68	5,000.00	87
10-4150-5026	SCMIRF (LIABILITY & PROPERTY)	3,341.82	43,186.80	37,857.84	114
10-4150-5035	HEALTH & LIFE INSURANCE	6,118.66	34,541.27	35,939.45	96
10-4150-5070	Appreciation/Bonus	0.00	1,517.85	650.00	234
10-4150-6002	SFTWARE/COMP/EMAIL PER USER	10,263.32	61,325.98	30,000.00	204
10-4150-6004	HARRIS SOFTWARE SUPPORT	27,788.11	27,788.11	20,000.00	139
10-4150-6005	OFFICE SUPPLIES & EXPENSES	269.34	8,381.48	5,500.00	152
10-4150-6010	PLANNING EXPENSES	0.00	10,945.00	30,000.00	36
10-4150-6015	BUILDING REPAIRS & MAINTENANCE	502.81	4,654.20	6,410.10	73
10-4150-6025	TRAINING/DEVELOPMENT/DUES	4,479.28	15,171.04	10,000.00	152
10-4150-6030	MAYOR & COUNCIL EXPENSE	2,118.64	17,628.69	6,000.00	294
10-4150-6035	Sponsorships/Donations	0.00	6,854.10	14,000.00	49
10-4150-6050	OFFICE UTILITIES	3,462.87	10,873.03	14,000.00	78
10-4150-6065	ELECTION EXPENSE	0.00	11,296.23	10,000.00	113
10-4150-6070	MEDIA ADVERTISING	546.00	4,610.00	3,000.00	154
10-4150-6075	PROFESSIONAL FEES	36,674.50	107,338.04	100,000.00	107
10-4150-6076	ACCOUNTING & AUDITING	1,211.50	8,787.50	100,000.00	9
10-4150-6077	ORDINANCE CODIFICATION EXPENSE	0.00	3,885.93	5,000.00	78
10-4150-6080	CLEANING SERVICE & SUPPLIES	800.00	6,081.15	5,000.00	122
10-4150-6081	BUSINESS LICENSE EXPENSE	753.43	4,826.08	5,000.00	97
10-4150-6095	MISCELLANEOUS EXPENSE	140.24	876.31	100.00	876
10-4150-6135	Code Enforcement Expenses	8,974.58	12,699.07	0.00	*100
10-4150-6180	PRE-EMPLOYMENT TESTING	0.00	727.00	0.00	*100
10-4150-8040	CAPITAL OUTLAY	0.00	122,793.65	0.00	*100
10-4150-8050	Department Contingency	0.00	206.88	5,000.00	4
10-4150-8060	New Website/Logo	613.94	2,515.74	7,500.00	34
4150 Administrative Subtotal		\$148,829.52	\$739,855.65	\$853,323.43	87

4210 Police

10-4210-5000	POLICE SALARY	123,192.24	703,593.12	1,036,421.49	68
10-4210-5006	POLICE PART TIME SALARIES	57.78	14,269.87	44,994.56	32
10-4210-5010	POLICE OVERTIME	8,363.19	42,096.12	40,000.00	105
10-4210-5015	EMPLOYER SOCIAL SECURITY	9,808.91	56,613.38	80,000.00	71
10-4210-5020	RETIREMENT EMPLOYER	27,803.53	158,031.06	217,652.44	73
10-4210-5025	SCMIT (WORKERS COMP)	1,120.47	5,487.15	32,245.33	17
10-4210-5026	SCMIRF (LIABILITY & PROPERTY)	0.00	19,966.00	37,857.84	53

10-4210-5035	HEALTH & LIFE INSURANCE	10,428.12	67,862.85	141,037.92	48
10-4210-5070	APPRECIATION/BONUS	100.00	1,950.00	2,200.00	89
10-4210-6005	SUPPLIES & EXPENSE	860.32	4,411.96	10,000.00	44
10-4210-6015	BUILDING REPAIRS & MAINTENANCE	281.26	1,781.82	1,000.00	178
10-4210-6058	FIREARMS TRAINING/AMMO	0.00	1,429.94	3,500.00	41
10-4210-6075	PROFESSIONAL FEES	0.00	650.00	500.00	130
10-4210-6095	MISCELLANEOUS	450.00	2,970.89	2,000.00	149
10-4210-6120	TRAINING & PROFESSIONAL DEVELOPMENT	3,556.71	10,814.72	12,394.69	87
10-4210-6125	TECHNOLOGY EXPENSE	9,244.32	26,577.37	35,000.00	76
10-4210-6127	DISPATCH CENTRAL SQUARE	0.00	0.00	16,000.00	0
10-4210-6130	AUTOMOBILE EXPENSE	3,750.75	29,657.35	45,000.00	66
10-4210-6135	FUEL EXPENSE	3,514.49	32,956.10	50,000.00	66
10-4210-6140	RADIO MAINTENANCE	181.90	1,450.60	1,500.00	97
10-4210-6145	DISPATCH EXPENSE	11,950.00	23,900.00	48,000.00	50
10-4210-6150	COMMUNITY EDUCATION	0.00	1,378.48	3,000.00	46
10-4210-6155	UNIFORMS	1,050.74	9,055.94	5,000.00	181
10-4210-6160	HOUSING OF PRISONERS	42.99	1,325.42	10,000.00	13
10-4210-6180	PRE-EMPLOYMENT TESTING	0.00	1,122.00	1,000.00	112
10-4210-6181	ENTERPRISE LEASE EXPENSE	3,809.32	49,917.33	102,000.00	49
10-4210-6183	Evidence Room / Evidence Supplies	32.50	794.11	2,000.00	40
10-4210-6185	TASER EQUIPMENT	0.00	2,811.00	3,000.00	94
10-4210-6190	VEHICLE TECHNOLOGY (ARPA)	0.00	37,390.08	15,000.00	249
10-4210-9050	Police Contingency	0.00	0.00	5,000.00	0
4210 Police Subtotal		\$219,599.54	\$1,310,264.66	\$2,003,304.27	65

4220 Fire Department

10-4220-5000	SALARIES FIREMEN	47,115.69	247,811.87	400,275.00	62
10-4220-5006	PART TIME SALARIES	5,632.30	27,086.54	59,220.00	46
10-4220-5010	OVERTIME	4,636.05	28,910.72	41,676.00	69
10-4220-5015	SOCIAL SECURITY	4,118.43	24,267.29	41,180.14	59
10-4220-5020	EMPLOYER RETIREMENT	12,188.35	69,922.63	114,335.45	61
10-4220-5025	SCMIT (WORKERS COMP)	0.00	4,366.68	11,441.23	38
10-4220-5026	SCMIRF (LIABILITY & PROPERTY)	0.00	19,966.00	37,857.84	53
10-4220-5035	HEALTH & LIFE INSURANCE	8,084.67	60,395.59	97,159.88	62
10-4220-5050	VOLUNTEER FIRE	277.89	24,366.48	37,131.50	66
10-4220-5070	APPRECIATION/BONUS	0.00	1,000.00	1,200.00	83
10-4220-6002	SFTWARE/COMP/EMAIL PER USER	583.75	5,107.49	9,000.00	57
10-4220-6005	SUPPLIES-EXPENSE	1,436.08	3,071.04	6,000.00	51
10-4220-6015	BUILDING REPAIRS & MAINTENANCE	159.67	3,377.00	4,500.00	75
10-4220-6016	EQUIPMENT MAINTENANCE	941.22	3,042.10	10,000.00	30
10-4220-6025	MEMBERSHIP DUES	75.00	6,321.58	4,500.00	140
10-4220-6099	MISCELLANEOUS EXPENSE	0.00	1,071.93	1,925.00	56
10-4220-6130	TRUCK EXPENSE	38.35	7,545.24	20,000.00	38
10-4220-6135	FUEL	1,209.42	3,281.94	9,000.00	36
10-4220-6140	RADIO MAINTENANCE	54.98	653.20	7,000.00	9
10-4220-6141	AIR PACK MAINT'N & SERVICE	0.00	0.00	7,000.00	0
10-4220-6155	FIREMEN UNIFORMS	619.53	6,019.82	7,000.00	86
10-4220-6157	TURN OUT GEAR	0.00	2,792.70	31,000.00	9
10-4220-6158	FIRE PREVENTION EXPENSES	363.89	805.61	3,000.00	27
10-4220-6180	PRE EMPLOYMENT TESTING	40.00	40.00	250.00	16
10-4220-6185	TRAINING EXPENSES	390.00	2,153.58	5,500.00	39

10-4220-6205	HEALTH PHYSICALS	0.00	6,330.00	9,200.00	69
10-4220-6207	Capitla Improvement	2,626.86	12,596.86	34,078.34	37
10-4220-8050	Capital Improvement Plan	0.00	0.00	12,630.00	0
10-4220-9050	Fire Contingency	1,574.91	3,488.41	10,000.00	35
4220 Fire Department Subtotal		\$92,167.04	\$575,792.30	\$1,033,060.38	56

4310 Public Works

10-4310-5000	PUBLIC WORKS SALARIES	58,829.73	280,514.51	374,799.28	75
10-4310-5006	PART TIME PUBLIC WORKS SALARIE	0.00	189.00	21,840.00	1
10-4310-5010	PUBLIC WORKS OVERTIME	5,646.72	13,710.73	13,577.75	101
10-4310-5015	PUBLIC WORKS SOCIAL SECURITY	4,741.78	21,183.07	31,010.56	68
10-4310-5020	PW RETIREMENT-EMPLOYER	11,966.83	53,820.10	76,136.30	71
10-4310-5025	SCMIT (WORKERS COMP)	56.75	6,923.43	5,001.51	138
10-4310-5026	SCMIRF (LIABILITY & PROPERTY)	0.00	19,966.00	37,857.84	53
10-4310-5035	HEALTH & LIFE INSURANCE	7,050.22	48,617.16	78,585.80	62
10-4310-5070	APPRECIATION/BONUS	0.00	1,625.05	1,300.00	125
10-4310-6002	SFTWARE/COMP/EMAIL PER USER \$	12.67	3,880.74	5,000.00	78
10-4310-6050	ELECTRICITY	10,419.65	49,874.09	74,000.00	67
10-4310-6130	TRUCK EXPENSE	11,129.98	57,333.12	40,000.00	143
10-4310-6131	EQUIPMENT EXPENSE	78.02	10,798.73	10,000.00	108
10-4310-6135	PUBLIC WORKS FUEL	8,720.32	33,798.02	30,000.00	113
10-4310-6155	PW UNIFORMS	362.94	8,118.01	7,000.00	116
10-4310-6180	PRE EMPLOYMENT TESTING	66.00	1,082.58	500.00	217
10-4310-6215	PW MAINT'N EXPENSE	36.82	703.81	8,000.00	9
10-4310-6216	DUMPSTERS/ROLLCARTS	1,259.20	3,936.80	6,000.00	66
10-4310-6220	SAFETY EQUIPMENT	99.24	297.72	3,000.00	10
10-4310-6225	COUNTY LANDFILL TIPPING FEES	6,500.10	26,371.44	50,000.00	53
10-4310-6235	CHEMICALS	0.00	156.20	4,000.00	4
10-4310-6245	SIGNS	0.00	0.00	2,000.00	0
10-4310-6255	OFFICE SUPPLIES	150.90	2,506.07	2,500.00	100
10-4310-8045	ST/SAN CAPITAL EXPENSE	4,373.08	50,678.80	102,000.00	50
10-4310-8057	Road Maint Fee Uses	850.00	1,130.00	0.00	*100
10-4310-9050	PW Contingency	0.00	365.47	5,000.00	7
4310 Public Works Subtotal		\$132,350.95	\$697,580.65	\$989,109.04	71

4510 Recreation

10-4510-5000	SALARIES RECREATION	29,027.91	156,358.16	248,558.00	63
10-4510-5006	PART TIME SALARIES	7,526.50	42,493.95	85,000.00	50
10-4510-5010	OVERTIME	396.48	3,681.88	5,000.00	74
10-4510-5015	RECREATION SOCIAL SECURITY	2,455.74	13,254.47	19,303.92	69
10-4510-5020	RETIREMENT-EMPLOYER	6,182.50	33,134.40	46,834.04	71
10-4510-5025	SCMIT (WORKERS COMP)	0.00	1,350.84	5,000.00	27
10-4510-5026	SCMIRF (LIABILITY & PROPERTY)	0.00	19,966.00	37,857.84	53
10-4510-5035	HEALTH & LIFE INSURANCE	2,839.10	22,373.40	38,042.59	59
10-4510-5070	APPRECIATION/BONUS	0.00	618.17	750.00	82
10-4510-6002	SFTWARE/COMP/EMAIL PER USER \$	1,369.28	12,900.22	8,200.00	157
10-4510-6005	Supplies-Office	76.89	2,216.81	7,500.00	30
10-4510-6006	TRAININGS/ MEETINGS/DUES	375.00	1,977.10	3,500.00	56
10-4510-6017	PLAYGROUND MAINTENANCE	0.00	7,665.10	15,000.00	51
10-4510-6018	VEHICLE MAINTENANCE	666.09	985.39	0.00	*100
10-4510-6020	Rec Fire Replacement Expense	0.00	14,025.40	0.00	*100
10-4510-6050	ELECTRICITY & HEATING	10,133.39	52,316.40	60,000.00	87
10-4510-6145	FIELD LIGHTING (ARPA)	0.00	0.00	8,000.00	0

10-4510-6155 REC EMPLOYEE UNIFORMS EXPENSE	0.00	1,370.63	2,000.00	69
10-4510-6180 PRE EMPLOYMENT TESTING	0.00	0.00	750.00	0
10-4510-6265 BASKETBALL EXPENSE	12,116.48	17,192.54	35,000.00	49
10-4510-6270 VOLLEYBALL EXPENSE	236.62	7,630.38	30,000.00	25
10-4510-6275 BASEBALL EXPENSE	0.00	1,319.23	25,000.00	5
10-4510-6279 CHEERING EXPENSES	0.00	8,447.81	5,000.00	169
10-4510-6280 FOOTBALL EXPENSE	515.00	10,054.04	30,000.00	34
10-4510-6281 SUMMER CAMP EXPENSE	0.00	13,576.65	12,500.00	109
10-4510-6285 CONCESSIONS	0.00	946.52	2,500.00	38
10-4510-6290 SOCCER EXPENSE	21.80	7,435.17	15,000.00	50
10-4510-6295 EVENTS	1,118.10	3,064.17	4,000.00	77
10-4510-6300 RECREATION CAPITAL OUTLAY	0.00	0.00	32,630.84	0
10-4510-8055 Capital Improvement Program	0.00	0.00	12,630.00	0
10-4510-9050 Rec Contingency	0.00	0.00	50,000.00	0

4510 Recreation Subtotal \$75,056.88 \$456,354.83 \$845,557.23 54

4520 Public Works-Grounds

10-4520-5000 GROUNDS MAINT. SALARIES	0.00	10,327.67	34,341.24	30
10-4520-5006 PART TIME GROUNDS SALARIES	0.00	6,620.00	10,000.00	66
10-4520-5010 OVERTIME	0.00	1,097.89	1,000.00	110
10-4520-5015 SOCIAL SECURITY	0.00	849.66	1,929.28	44
10-4520-5020 RETIREMENT-EMPLOYER	0.00	2,155.88	4,680.69	46
10-4520-5025 SCMIT (WORKERS COMP)	0.00	1,350.88	0.00	*100
10-4520-5035 HEALTH & LIFE INSURANCE	531.50	2,657.80	3,340.18	80
10-4520-6015 BUILDING REPAIRS & MAINTENANCE	1,111.78	15,082.73	40,000.00	38
10-4520-6105 WELLNESS AND SAFETY EXPENSE	203.28	203.28	500.00	41
10-4520-6135 FUEL	2,482.31	11,667.08	8,000.00	146
10-4520-6235 CHEMICALS AND FERTILIZER	37.68	15,231.05	16,000.00	95
10-4520-6300 LANDSCAPING	232.23	281.47	5,000.00	6
10-4520-6310 IRRIGATION SUPPLIES	0.00	0.00	1,000.00	0
10-4520-6315 REC FIELD SETUP & MAINT	0.00	8,025.00	16,000.00	50
10-4520-6320 TRUCK AND EQUIP MAINT	0.00	8,492.86	10,000.00	85
10-4520-6321 GROUNDS MAINTENANCE	33.14	11,829.08	12,500.00	95
10-4520-6325 JANITORIAL SUPPLIES	1,330.83	6,473.25	10,000.00	65
10-4520-6326 TRAIL MAINTENANCE	2,422.10	8,353.80	8,000.00	104
10-4520-9050 Grounds Contingency	0.00	0.00	10,000.00	0

4520 Public Works-Grounds Subtotal \$8,384.85 \$110,699.38 \$192,291.39 58

4650 Municipal Court

10-4650-5000 MUNICIPAL COURT SALARIES	7,583.91	40,476.23	65,170.35	62
10-4650-5006 PART TIME JUDGE SALARY	0.00	520.00	12,000.00	4
10-4650-5015 SOCIAL SECURITY	553.92	2,873.26	5,903.54	49
10-4650-5020 RETIREMENT-EMPLOYER	1,396.02	7,514.57	14,322.82	52
10-4650-5025 SCMIT (WORKERS COMP)	0.00	1,350.88	2,500.00	54
10-4650-5035 HEALTH & LIFE INSURANCE	691.05	4,128.19	18,001.53	23
10-4650-5070 APPRECIATION/BONUS	0.00	100.00	165.00	61
10-4650-6002 SFTWARE/COMP/EMAIL PER USER	62.31	2,181.32	1,500.00	145
10-4650-6050 TRAINING/TRAVEL	0.00	1,505.58	4,000.00	38
10-4650-6095 MISC EXPENSE	140.68	1,320.35	1,000.00	132
10-4650-6185 TRAINING/COURT EXPENSES	0.00	60.04	6,000.00	1
10-4650-6335 JURORS EXPENSE	0.00	510.00	5,000.00	10
10-4650-6340 PUBLIC DEFENDER	0.00	0.00	5,000.00	0

	4650 Municipal Court Subtotal	\$10,427.89	\$62,540.42	\$140,563.24	44
8000 Capital Improvement/Speci					
10-8000-6024	Hurricane Helene Expenses	124,600.30	142,468.14	0.00	*100
10-8000-6025	Ice Storm Fern Expense	1,781.45	1,781.45	0.00	*100
	8000 Capital Improvement/Speci Subtotal	\$126,381.75	\$144,249.59	\$0.00	*100
	Expenditure Subtotal	\$813,198.42	\$4,097,337.48	\$6,057,208.98	68
11 Victims Advocate Fund 11					
Revenue					
4210 Police					
11-4210-4100	VICTIM ASSISTANCE FUND 11 REV	1,330.45	4,872.27	15,000.00	32
	4210 Police Subtotal	\$1,330.45	\$4,872.27	\$15,000.00	32
	Revenue Subtotal	\$1,330.45	\$4,872.27	\$15,000.00	32
Expenditure					
4530 Victims Assistance Fun					
11-4530-5006	PART TIME SALARIES	1,537.81	9,339.28	9,269.32	101
11-4530-5015	SOCIAL SECURITY	117.64	792.87	709.11	112
11-4530-5020	RETIREMENT-EMPLOYER	285.41	1,733.36	1,720.39	101
11-4530-6005	VICTIM SRV OPERATING EXPENSES	49.70	307.55	3,301.18	9
	4530 Victims Assistance Fun Subtotal	\$1,990.56	\$12,173.06	\$15,000.00	81
	Expenditure Subtotal	\$1,990.56	\$12,173.06	\$15,000.00	81
12 Police Special Funds					
Revenue					
4210 Police					
12-4210-4180	MISC REVENUE--POLICE DRUG FUN	11,786.71	13,109.58	0.00	*100
12-4210-4200	MISC REVENUE- K-9	800.00	10,335.00	0.00	*100
12-4210-4210	GOV DEALS REVENUE	0.00	4,050.00	0.00	*100
	4210 Police Subtotal	\$12,586.71	\$27,494.58	\$0.00	*100
	Revenue Subtotal	\$12,586.71	\$27,494.58	\$0.00	*100
Expenditure					
4210 Police					
12-4210-6005	MISC EXPENSE--POLICE DRUG FUNI	6,833.34	14,337.99	2,500.00	574
12-4210-6015	MISC EXPENSE--DRUG INFORMANT	0.00	2,500.00	2,500.00	100
	4210 Police Subtotal	\$6,833.34	\$16,837.99	\$5,000.00	337
	Expenditure Subtotal	\$6,833.34	\$16,837.99	\$5,000.00	337
15 Hospitality Tax					
Revenue					
4155 Hospitality Bond And Admi					
15-4155-4000	HOSPITALITY TAX REVENUE	57,283.27	438,581.88	600,000.00	73
15-4155-4120	MISC REVENUE	0.00	0.00	16,200.00	0
	4155 Hospitality Bond And Admi Subtotal	\$57,283.27	\$438,581.88	\$616,200.00	71
	Revenue Subtotal	\$57,283.27	\$438,581.88	\$616,200.00	71
Expenditure					
4150 Administrative					
15-4150-5000	SALARIES	2,319.90	23,283.87	44,446.93	52
15-4150-5010	OVERTIME	0.00	1,140.38	1,000.00	114
15-4150-5015	SOCIAL SECURITY	170.85	1,782.86	3,467.37	51
15-4150-5020	RETIREMENT-EMPLOYER	430.59	4,454.77	8,412.31	53
15-4150-5025	SCMIT WORKERS COMP	0.00	0.00	2,500.00	0
15-4150-5035	HEALTH & LIFE INSURANCE	0.00	0.00	5,441.80	0

15-4150-6004	HARRIS SOFTWARE SUPPORT	2,596.44	2,596.44	8,000.00	32
15-4150-6051	MAIN ST WIFI CONNECTION	806.86	1,210.29	6,500.00	19
15-4150-6052	MAINTENANCE EXPENSE	0.00	0.00	10,000.00	0
15-4150-6305	DOWNTOWN LANDSCAPING	0.00	0.00	10,000.00	0
15-4150-6324	PORTABLE TOILETS	0.00	700.00	15,000.00	5
15-4150-6325	JANITORIAL SUPPLIES	0.00	0.00	10,000.00	0
15-4150-6960	MARKETING	4,528.00	18,354.49	28,000.00	66
15-4150-6961	PRA VISITOR CENTER	0.00	0.00	10,000.00	0
15-4150-6970	COMMUNITY FESTIVALS	3,348.43	12,832.88	25,000.00	51
15-4150-6971	JULY 4TH FESTIVAL	9,663.46	17,538.46	18,000.00	97
15-4150-6972	CHRISTMAS DECORATIONS	597.48	9,856.90	10,000.00	99
15-4150-6980	CHAMBER EVENTS	18,812.81	18,812.81	30,000.00	63
15-4150-6982	Teen Canteen Roof	91.96	19,079.37	100,000.00	19
15-4150-6987	TRANSFER TO GF FOR OH EXPENSI	0.00	228,800.00	228,800.00	100
4150 Administrative Subtotal		\$43,366.78	\$360,443.52	\$574,568.41	63
5000 Bonds					
15-5000-8506	CONSERFUND LOAN - PRINCIPAL	0.00	8,842.81	9,231.59	96
5000 Bonds Subtotal		\$0.00	\$8,842.81	\$9,231.59	96
Expenditure Subtotal		\$43,366.78	\$369,286.33	\$583,800.00	63
16 Spec Revenue Fund/Grants					
Revenue					
4175					
16-4175-4675	GRANTS REVENUE POLICE	0.00	20,114.50	0.00	*100
4175 Subtotal		\$0.00	\$20,114.50	\$0.00	*100
8000 Capital Improvement/Speci					
16-8000-4200	SCMIT&SCMIRF GRANT REVENUE	0.00	2,960.63	0.00	*100
8000 Capital Improvement/Speci Subtotal		\$0.00	\$2,960.63	\$0.00	*100
Revenue Subtotal		\$0.00	\$23,075.13	\$0.00	*100
Expenditure					
4220 Fire Department					
16-4220-6000	FIRE SPECIAL PROJECTS	0.00	6,477.98	0.00	*100
4220 Fire Department Subtotal		\$0.00	\$6,477.98	\$0.00	*100
4520 Public Works-Grounds					
16-4520-6000	GROUNDS SPECIAL PROJECTS	0.00	587.00	100,000.00	1
4520 Public Works-Grounds Subtotal		\$0.00	\$587.00	\$100,000.00	1
8000 Capital Improvement/Speci					
16-8000-6200	SCMIT&SCMIRF GRANT EXPENSE	2,626.85	2,626.85	0.00	*100
8000 Capital Improvement/Speci Subtotal		\$2,626.85	\$2,626.85	\$0.00	*100
Expenditure Subtotal		\$2,626.85	\$9,691.83	\$100,000.00	10
17 Sciip Grant Funds					
Revenue					
8000 Capital Improvement/Speci					
17-8000-4000	REVENUE	0.00	58,833.62	0.00	*100
8000 Capital Improvement/Speci Subtotal		\$0.00	\$58,833.62	\$0.00	*100
Revenue Subtotal		\$0.00	\$58,833.62	\$0.00	*100
60 Utility Fund					
Revenue					
4300 Utility Operations					
60-4300-4500	CONNECTION FEES	1,500.00	7,560.00	18,000.00	42
60-4300-4510	SEWER REVENUE	48,944.04	394,058.01	759,625.00	52

60-4300-4515 SEWER TAPS	0.00	1,500.00	10,000.00	15
60-4300-4520 WATER REVENUE	103,962.46	1,569,636.96	2,942,402.00	53
60-4300-4525 WATER TAPS	8,800.00	30,800.00	55,000.00	56
60-4300-4530 CAPITAL IMPROVMENTS FEE	45,111.57	317,336.95	320,000.00	99
60-4300-4575 Returned Check Fee	1,230.00	0.00	0.00	0
60-4300-4590 MISC. REVENUE/ALL OTHER	26,037.73	36,784.43	55,000.00	67
60-4300-4593 DEPOSIT ADJUSTMENTS	10,812.27	0.00	0.00	0
4300 Utility Operations Subtotal	\$222,313.53	\$2,357,676.35	\$4,160,027.00	57

4333

60-4333-4540 STORMWATER REVENUE FEES	30,683.76	41,692.84	200,000.00	21
4333 Subtotal	\$30,683.76	\$41,692.84	\$200,000.00	21
Revenue Subtotal	\$252,997.29	\$2,399,369.19	\$4,360,027.00	55

Expenditure

4300 Utility Operations

60-4300-8000 CAPITAL IMPROVEMENTS	605.40	174,498.04	159,000.00	110
4300 Utility Operations Subtotal	\$605.40	\$174,498.04	\$159,000.00	110
	\$605.40	\$174,498.04	\$159,000.00	110

Expenditure

4300 Utility Operations

60-4300-5000 O&M SALARIES	34,590.49	217,131.68	215,192.41	101
60-4300-5005 CITY COUNCIL SALARY (1/2)	2,769.24	13,500.10	24,000.00	56
60-4300-5010 OVERTIME	1,949.66	8,293.92	5,623.13	147
60-4300-5015 SOCIAL SECURITY EMPLOYER	2,829.13	18,198.15	16,749.03	109
60-4300-5020 SC RETIREMENT EMPLOYER	8,194.21	40,877.36	40,635.49	101
60-4300-5025 SCMIT (WORKERS COMP)	0.00	4,366.68	5,000.00	87
60-4300-5026 SCMIRF (LIABILITY & PROPERTY)	0.00	19,966.00	37,857.84	53
60-4300-5035 HEALTH & LIFE INSURANCE	797.11	20,163.59	21,054.86	96
60-4300-5070 CHRISTMAS EXPENSE	262.40	795.74	1,330.00	60
60-4300-6002 SFTWARE/COMP/EMAIL PER USER	5,953.92	35,902.28	40,000.00	90
60-4300-6004 HARRIS SOFTWARE SUPPORT	21,596.44	21,596.44	20,000.00	108
60-4300-6005 OFFICE SUPPLIES & MAINT	7,280.22	10,470.72	4,000.00	262
60-4300-6011 UB PRINTING & MAILING	7,206.00	24,520.37	40,000.00	61
60-4300-6012 POSTAGE MACHINE & MISC POSTAGE	707.10	3,257.28	2,500.00	130
60-4300-6015 FLEET MAINTENANCE	467.05	11,656.84	10,000.00	117
60-4300-6016 BUILDING REPAIRS & MAINTENANCE	8,165.83	8,884.80	10,500.00	85
60-4300-6017 EQUIPMENT RENTALS	0.00	3,748.52	5,000.00	75
60-4300-6025 DUES, SCHOOLS & MEETINGS	750.00	750.00	0.00	*100
60-4300-6050 POWER	9,998.34	37,778.04	15,000.00	252
60-4300-6071 TRAINING/PROFESSIONAL DEVELOPMENT	101.04	1,627.04	2,000.00	81
60-4300-6076 ACCOUNTING & AUDITING	379.50	3,191.50	0.00	*100
60-4300-6155 O & M UNIFORMS	1,676.14	6,856.26	5,000.00	137
60-4300-6180 PRE-EMPLOYMENT TESTING	0.00	327.00	500.00	65
60-4300-6220 SAFETY EXPENSES	0.00	656.34	8,500.00	8
60-4300-6410 BANK FEES	653.48	653.48	0.00	*100
60-4300-6415 WATER/SEWER CHEMICALS	0.00	566.43	10,000.00	6
60-4300-6419 GRASS AND SEEDING	0.00	514.32	6,000.00	9
60-4300-6420 ASPHALT PATCHING	1,136.93	4,554.17	7,500.00	61
60-4300-6421 PUMP STATION MAINTENANCE	26,649.84	69,564.24	96,000.00	72
60-4300-6422 LIFT STATION MAINTENANCE	2,470.00	18,501.04	20,000.00	93
60-4300-6430 O&M EQUIPMENT & SUPPLIES	79.50	2,961.41	3,000.00	99

60-4300-6431	WTR. METERS & BOXES	14,860.03	163,766.14	442,000.00	37
60-4300-6432	PIPES AND PARTS	10,109.86	64,185.56	95,000.00	68
60-4300-6433	MISC EXPENSE	282.34	810.34	2,500.00	32
60-4300-6434	WATER LINE CONTINGENCY	0.00	0.00	5,000.00	0
60-4300-6470	ENGINEERING EXPENSE	0.00	0.00	25,000.00	0
60-4300-6475	SEWER LINE CONTINGENCY	6,000.00	20,000.00	20,000.00	100
60-4300-6500	UTILITY LOCATE SERVICES	2,612.94	2,612.94	0.00	*100
60-4300-8050	UF Contingency	8,537.97	34,981.47	50,000.00	70

4300 Utility Operations Subtotal \$189,066.71 \$898,188.19 \$1,312,442.76 68

4320 Wastewater

60-4320-5000	WASTE WATER SALARIES	15,280.90	86,635.45	215,192.41	40
60-4320-5015	SOCIAL SECURITY	822.41	6,118.04	16,749.03	37
60-4320-5020	SC STATE RETIREMENT-EMPLOYER	3,082.20	14,246.78	40,635.49	35
60-4320-5025	SCMIT (WORKERS COMP)	0.00	0.00	3,825.67	0
60-4320-5026	SCMIRF (LIABILITY & PROPERTY)	0.00	19,966.00	37,857.84	53
60-4320-5035	HEALTH & LIFE INSURANCE	368.35	-522.58	20,969.21	-2
60-4320-6010	CWS O&M FEES	56,866.57	107,443.39	202,307.28	53
60-4320-6050	POWER - WASTE WATER	12,545.30	47,263.08	80,000.00	59
60-4320-6235	CHEMICALS/WASTE WATER	0.00	0.00	7,000.00	0
60-4320-6435	DHEC FEES	0.00	5,830.00	0.00	*100
60-4320-6440	SLUDGE DISPOSAL	4,421.41	12,009.68	40,000.00	30
60-4320-6450	WASTE WATER MAINTENANCE	3,600.00	12,558.86	30,000.00	42
60-4320-6455	LAB SUPPLIES / TESTING EXPENSE	2,294.25	10,675.43	12,000.00	89

4320 Wastewater Subtotal \$99,281.39 \$322,224.13 \$706,536.93 46

4330 Water Distribution

60-4330-5000	WATER DIST SALARIES	15,845.77	87,657.53	215,192.41	41
60-4330-5010	WATER DIST OVERTIME	1,912.41	7,151.58	5,623.13	127
60-4330-5015	SOCIAL SECURITY/EMPLOYER	1,631.49	7,466.81	16,749.03	45
60-4330-5020	SC STATE RETIREMENT-EMPLOYER	1,884.26	17,217.57	40,635.49	42
60-4330-5025	SCMIT (WORKERS COMP)	0.00	0.00	5,000.00	0
60-4330-5026	SCMIRF (LIABILITY & PROPERTY)	0.00	19,966.00	37,857.84	53
60-4330-5035	HEALTH & LIFE INSURANCE	368.40	2,334.20	20,969.21	11
60-4330-6002	SFTWARE/COMP/EMAIL PER USER	1,891.03	6,344.37	10,000.00	63
60-4330-6050	POWER WATER DIST	4,378.23	15,256.42	10,000.00	153
60-4330-6235	CHEMICALS/WATER DIST	0.00	0.00	8,000.00	0
60-4330-6385	STATE - PERMIT FEES	0.00	18,580.00	25,000.00	74
60-4330-6395	GREENVILLE WATER EXPENSE	52,133.56	381,976.85	588,000.96	65
60-4330-6455	LAB TEST & SUPPLIES	682.06	3,297.23	0.00	*100
60-4330-6475	WATER PLANT MAINTENANCE	1,663.50	2,809.53	10,000.00	28

4330 Water Distribution Subtotal \$82,390.71 \$570,058.09 \$993,028.07 57

4800 Bonds

60-4800-8576	2021A W&S BOND INTEREST	64,966.70	232,683.42	405,012.70	57
60-4800-8577	2021B W&S BOND INTEREST	51,683.30	186,191.53	404,136.80	46

4800 Bonds Subtotal \$116,650.00 \$418,874.95 \$809,149.50 52

Expenditure Subtotal \$487,388.81 \$2,209,345.36 \$3,821,157.26 58

Other Financing Use

4300 Utility Operations

60-4300-9040	UTILITY TRANSFER 5%	0.00	379,869.74	379,869.74	100
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4300 Utility Operations Subtotal \$0.00 \$379,869.74 \$379,869.74 100

Other Financing Use Subtotal \$0.00 \$379,869.74 \$379,869.74 100

61 Stormwater Utility

Expenditure

6010 Stormwater

61-6010-6470	STORMWATER ENGINEERING EXPE	1,773.66	13,178.76	0.00	*100
61-6010-6605	STORMWATER OPERATING EXPENS	495.00	750.52	0.00	*100
61-6010-6625	FACILITY EROSION CONTROL	0.00	1,264.30	0.00	*100
6010 Stormwater Subtotal		\$2,268.66	\$15,193.58	\$0.00	*100
Expenditure Subtotal		\$2,268.66	\$15,193.58	\$0.00	*100

91 Fire 1% Funds

Revenue

9000 9000

91-9000-4600	Annual Insurance Check	0.00	7,670.05	0.00	*100
9000 9000 Subtotal		\$0.00	\$7,670.05	\$0.00	*100
Revenue Subtotal		\$0.00	\$7,670.05	\$0.00	*100

Expenditure

9000 9000

91-9000-6525	MEALS	0.00	825.72	0.00	*100
91-9000-8065	RECRUITMENT AND RETENTION	0.00	2,183.34	0.00	*100
91-9000-8066	TRANSFER TO FIREMEN	0.00	172.95	0.00	*100
9000 9000 Subtotal		\$0.00	\$3,182.01	\$0.00	*100
Expenditure Subtotal		\$0.00	\$3,182.01	\$0.00	*100



South Carolina Office of State Treasurer

Curtis M. Loftis, Jr.

Local Government Investment Pool

Statement of Account

01/01/2026 - 02/17/2026

	Account Number:	3286
CITY OF PICKENS	Beginning Balance:	1,104,094.41
PICKENS RESERVE	Ending Balance:	880,254.50
219 PENDLETON ST	Average Balance:	939,650.29
PICKENS ST 29671	Average Interest Rate (365):	3.8627 %

Date	Description	Contributions	Withdrawals	Balance
01/01/2026	Beginning Balance	-	--	1,104,094.41
01/14/2026	Transfer Out	--	176,655.11	927,439.30
01/14/2026	Transfer Out	--	50,458.18	876,981.12
01/31/2026	Reinvestment	3,273.38	--	880,254.50

	Funds Received	Funds Withdrawn	Interest Earned
MTD	0.00	0.00	1,499.80
YTD	559,604.69	527,113.29	25,089.97



South Carolina Office of State Treasurer

Curtis M. Loftis, Jr.

Local Government Investment Pool

Statement of Account

01/01/2026 - 02/17/2026

CITY OF PICKENS HOSPITALITY ACCOUNT PO BOX 217 PICKENS SC 29671	Account Number: 3463 Beginning Balance: 0.00 Ending Balance: 551,147.32 Average Balance: 328,703.16 Average Interest Rate (365): 3.7666 %
--	--

Date	Description	Contributions	Withdrawals	Balance
01/01/2026	Beginning Balance	--	--	0.00
01/14/2026	Transfer In	50,458.18	--	50,458.18
01/21/2026	Deposit	500,000.00	--	550,458.18
01/31/2026	Reinvestment	689.14	--	551,147.32

	Funds Received	Funds Withdrawn	Interest Earned
MTD	0.00	0.00	939.05
YTD	550,458.18	0.00	1,628.19



South Carolina Office of State Treasurer

Curtis M. Loftis, Jr.

Local Government Investment Pool

Statement of Account

01/01/2026 - 02/17/2026

CITY OF PICKENS	Account Number:	3462
UTILITY FUND ACCOUNT	Beginning Balance:	0.00
PO BOX 217	Ending Balance:	176,997.66
PICKENS SC 29671	Average Balance:	128,932.34
	Average Interest Rate (365):	3.7988 %

Date	Description	Contributions	Withdrawals	Balance
01/01/2026	Beginning Balance	--	--	0.00
01/14/2026	Transfer In	176,655.11	--	176,655.11
01/31/2026	Reinvestment	342.55	--	176,997.66

	Funds Received	Funds Withdrawn	Interest Earned
MTD	0.00	0.00	301.56
YTD	176,655.11	0.00	644.11

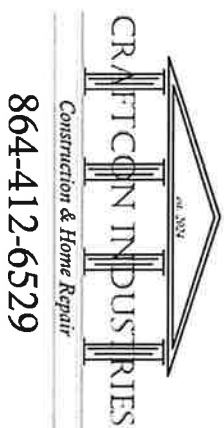
2026-01-12 Craftcon Industries City of Pickens

Pickens SC

- Parcel ID: 4181-20-81-5542
- Tax Description: LOT W/SIDE MOOREFIELD MEM HWY. PLAT 23/522
- Acres: 3.6
- Ownership: City of Pickens
- Zoning: RM16


Scope:

- Single Family Homes
- Affordable Housing
- 11 Residential Dwellings



864-412-6529

South Carolina Department of Labor, Licensing and Regulation
Residential Builders Commission

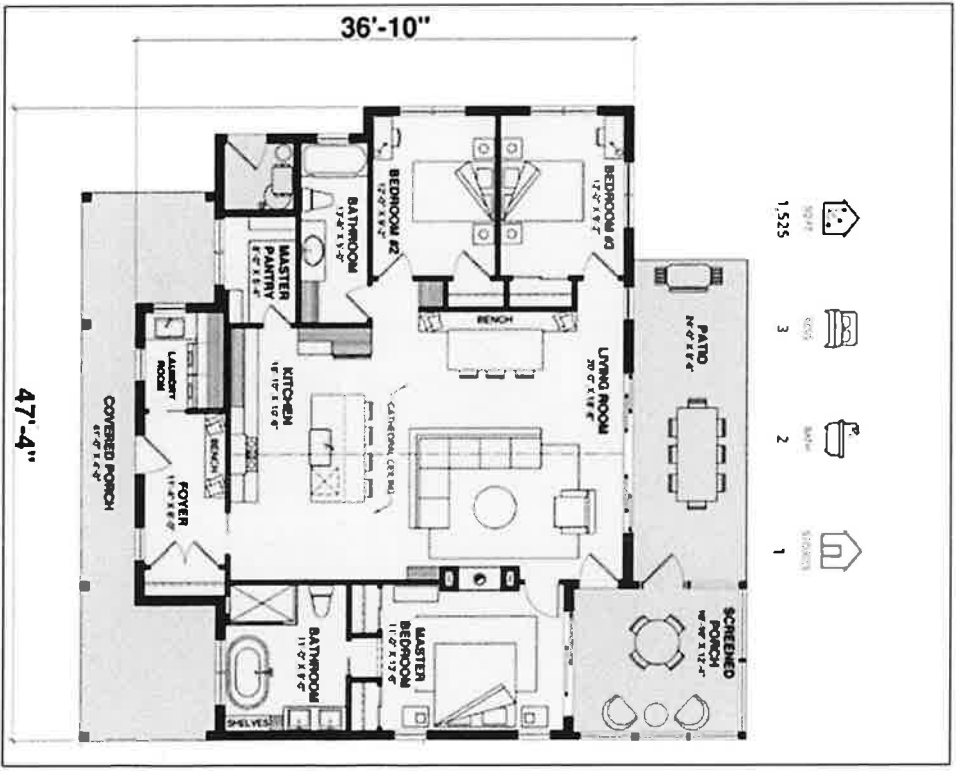
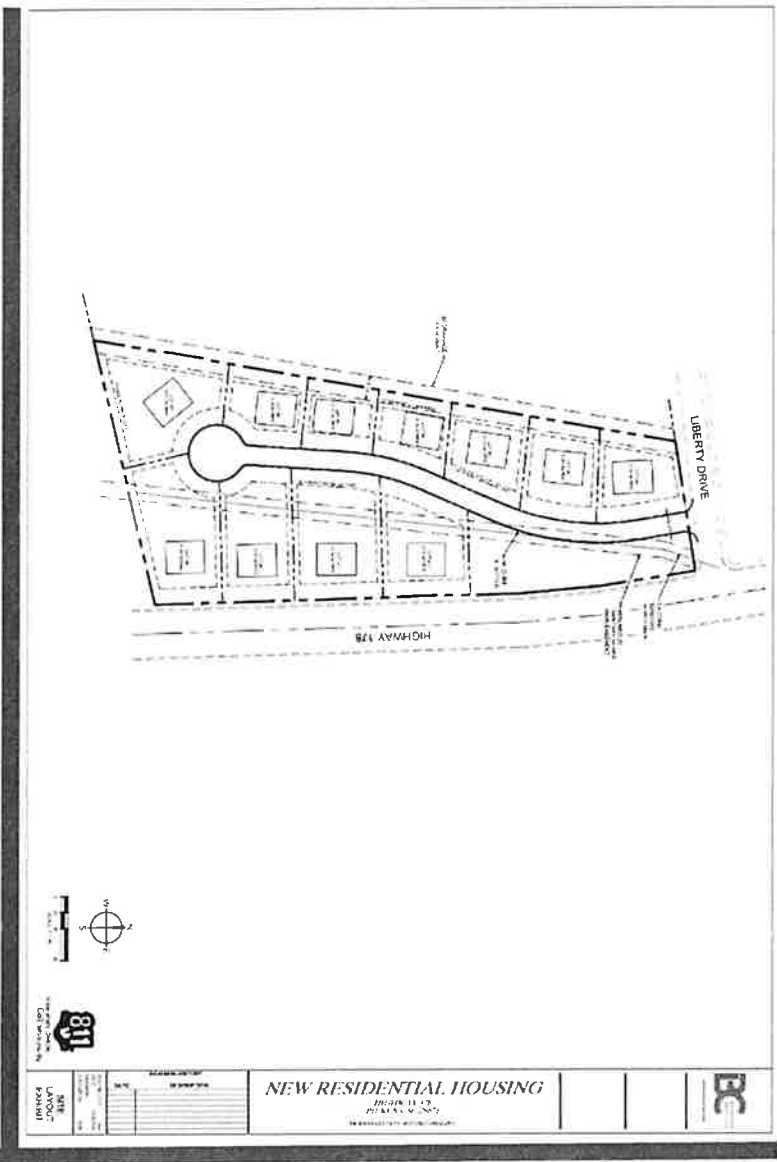
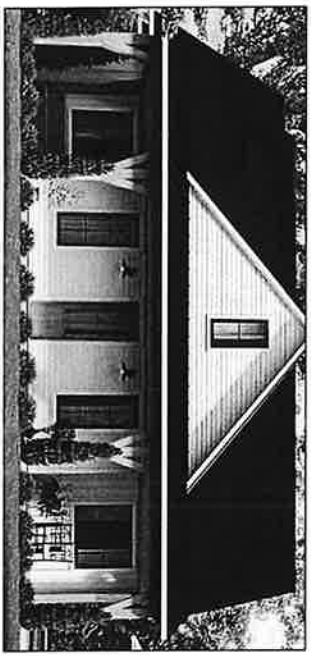
 CERTIFIES THAT:
CHRISTOPHER FORD MORGAN
IS AUTHORIZED TO PRACTICE
Home Builders

LICENSE NO.
RBB.51577

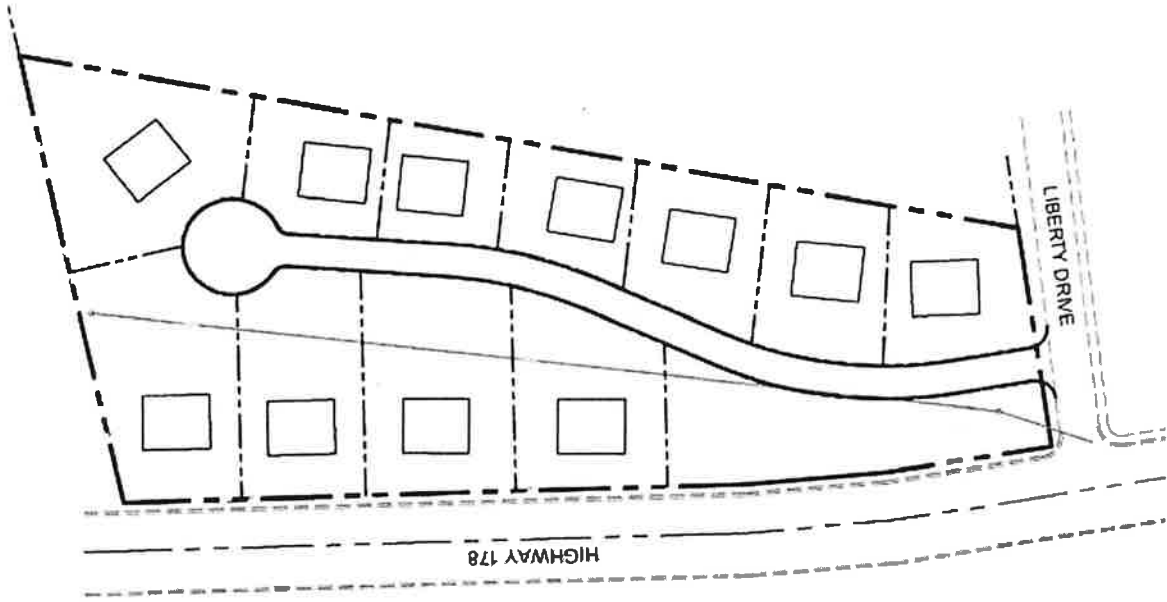
EXPIRATION DATE: 06/30/2026

To verify current license status, go to <http://verify.license.com/LicLookup/LookupMain.aspx>

CRANITCON INDUSTRIES
 Construction & Home Repair
 864-412-6529



THIS PLAN IS THE PROPERTY OF THE ENGINEER AND ARCHITECT AND IS NOT TO BE REPRODUCED OR COPIED IN ANY MANNER WITHOUT THE WRITTEN CONSENT OF THE ENGINEER AND ARCHITECT. THE ENGINEER AND ARCHITECT ASSUME NO LIABILITY FOR ANY DAMAGE OR INJURY TO PERSONS OR PROPERTY ARISING FROM THE USE OF THIS PLAN.



REVISION HISTORY	
DATE	DESCRIPTION

NEW RESIDENTIAL HOUSING
 HIGHWAY 178
 PICKENS, SC 29671
 PICKENS COUNTY, SOUTH CAROLINA



**Agreement
For
Professional Services**

City of Pickens South Carolina

Project No. 101-26-001

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THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made as of the Effective Date by and between the City of Pickens, SC (hereinafter referred to as "Owner"), and C Five One, LLC (hereinafter referred to as "Five One" or "Engineer"). Owner and Engineer may individually be referred to herein after as a "Party" and/or "Parties" respectively.

RECITALS

WHEREAS, Owner intends to procure on-call professional services on as needed basis (the "Project").

WHEREAS, C Five One, LLC will provide professional services related to the Project as further described herein.

NOW THEREFORE, in consideration of the mutual covenants herein contained and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

1. DEFINITIONS

In addition to other defined terms used throughout this Agreement, when used herein, the following capitalized terms have the meaning specified in this Section:

"**Effective Date**" means the date last set forth in the signature lines below.

"**Damages**" means any and all damages, liabilities, or costs (including reasonable attorneys' fees recoverable under applicable law).

"**Hazardous Materials**" means any substance that, under applicable law, is considered to be hazardous or toxic or is or may be required to be remediated, including: (i) any petroleum or petroleum products, radioactive materials, asbestos in any form that is or could become friable, (ii) any chemicals, materials or substances which are now or hereafter become defined as or included in the definition of "hazardous substances," "hazardous wastes," "hazardous materials," "extremely hazardous wastes," "restricted hazardous wastes," "toxic substances," "toxic pollutants," or any words of similar import pursuant to applicable law; or (iii) any other chemical, material, substance or waste, exposure to which is now or hereafter prohibited, limited or regulated by any governmental instrumentality, or which may be the subject of liability for damages, costs or remediation.

"**Personnel**" means affiliates, directors, officers, partners, members, employees, and agents.

2. SCOPE OF SERVICES

2.1. Services. Owner hereby engages Five One to perform the scope of service described in Exhibit A attached hereto ("**Services**"). Execution of this Agreement by Owner constitutes Owner's written authorization to proceed with the Services. In consideration for such

Services, Owner agrees to pay Five One in accordance with Section 3 below.

3. PAYMENT

- 3.1. For the Services described under Section 2.1, Owner will pay Five One in accordance with this Section 3 and Exhibit B. Owner represents that funding sources are in place with the available funds necessary to pay Five One in accordance with the terms of this Agreement; provided, however, that Owner's payment obligations herein are subject to annual appropriation of funds by the Pickens City Council.
- 3.2. Invoicing Statements. Five One shall invoice Owner on a monthly basis as percent complete or hourly time and materials of each task described in Exhibit B per the task order. Such invoice shall include supporting documentation reasonably necessary for Owner to know with reasonable certainty the proportion of Services accomplished. The Owner's terms and conditions set forth in a purchase order (or any similar document) are expressly rejected.
- 3.3. Payment.
- 3.3.1. Due Date. Owner shall pay Five One all undisputed amounts within thirty (30) days after receipt of an invoice. Owner shall provide notice in writing of any portion of an invoice that is disputed in good faith within fifteen (15) business days of receipt of an invoice. Five One shall promptly work to resolve any and all items identified by Owner relating to the disputed invoice. All disputed portions shall be paid promptly upon resolution of the underlying dispute.
- 3.3.2. If any undisputed payment due Five One under this Agreement is not received within forty-five (45) days from the date of an invoice, Five One may elect to suspend Services under this Agreement without penalty.

4. AMENDMENTS

- 4.1. Amendments. Five One shall be entitled to an equitable adjustment in the cost and/or schedule for circumstances outside the reasonable control of Five One, including modifications in the scope of Services, applicable law, codes, or standards after the Effective Date ("Amendment"). As soon as reasonably possible, Five One shall forward a formal Amendment, in the form set forth in Exhibit D, to the Owner with backup supporting the Amendment. All Amendments should include, to the extent known and available under the circumstances, documentation sufficient to enable Owner to determine: (i) the factors necessitating the possibility of a change; (ii) the impact which the change is likely to have on the cost to perform the Services; and (iii) the impact which the change is likely to have on the schedule. All Amendments shall be effective only after being signed by the designated representatives of both Parties. Five One shall have no obligation to perform any additional services created by such Amendment until a mutually agreeable Amendment is executed by both Parties.

5. OWNER'S RESPONSIBILITIES

5.1. In connection with the Project, Owner's responsibilities shall include the following:

5.1.1. Those responsibilities set forth in Exhibit A.

5.1.2. Owner shall be responsible for all requirements and instructions that it furnishes to Five One pursuant to this Agreement, and for the accuracy and completeness of all programs, reports, data, and other information furnished by Owner to Five One pursuant to this Agreement. Five One may use and rely upon such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement, subject to any express limitations or reservations applicable to the furnished items as further set forth in Exhibit A.

5.1.3. Owner shall give prompt written notice to Five One whenever Owner observes or otherwise becomes aware of the presence at the Project site of any Hazardous Materials or any relevant, material defect, or nonconformance in: (i) the Services; (ii) the performance by any contractor providing or otherwise performing construction services related to the Project; or (iii) Owner's performance of its responsibilities under this Agreement.

6. GENERAL REQUIREMENTS

6.1. Standards of Performance.

6.1.1. Industry Practice. Five One shall perform any and all Services required herein in accordance with generally accepted practices and standards employed by the applicable United States professional services industries as of the Effective Date practicing under similar conditions and locale. Such generally accepted practices and standards are not intended to be limited to the optimum practices, methods, techniques, or standards to the exclusion of all others, but rather to a spectrum of reasonable and prudent practices employed by the United States professional services industry.

6.1.2. Owner shall not be responsible for discovering deficiencies in the technical accuracy of Five One's services. Five One shall promptly correct deficiencies in technical accuracy without the need for an Amendment unless such corrective action is directly attributable to deficiencies in Owner-furnished information.

6.1.3. On-site Services. Five One and its representatives shall comply with Owner's and its separate contractor's Project-specific safety programs, which have been provided to Five One in writing in advance of any site visits.

6.1.4. Relied upon Information. Five One may use or rely upon design elements and information ordinarily or customarily furnished by others including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.

6.1.5. Aside from Five One's direct subconsultants, Five One shall not at any time supervise, direct, control, or have authority over any contractor's work, nor shall Five One have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any such contractor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a contractor to comply with laws and regulations applicable to that contractor's services. Five One shall not be responsible for the acts or omissions of any contractor for whom it does not have a direct contract. Five One neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the construction contract documents applicable to the contractor's work, even when Five One is performing construction phase services.

6.1.6. In no event is Five One acting as a "municipal advisor" as set forth in the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission. Five One's Services expressly do not include providing advice pertaining to insurance, legal, finance, surety-bonding, or similar services.

6.2. Instruments of Service.

6.2.1. Deliverables. All reports, specifications, record drawings, models, data, and all other information provided by Five One or its subconsultants, which is required to be delivered to Owner under ~~ETA~~ (the "**Deliverables**"), shall become the property of Owner subject to the terms and conditions stated herein. Notwithstanding anything in this Agreement to the contrary, Five One shall have no obligation to deliver the Deliverables to Owner until payment has been received for the same.

6.2.2. Electronic Media. Owner hereby agrees that all electronic media, including GADD files ("**Electronic Media**"), are tools used solely for the preparation of the Deliverables. Upon Owner's written request, Five One will furnish to Owner copies of Electronic Media to the extent included as part of the Services. In the event of an inconsistency or conflict in the content between the Deliverables and the Electronic Media, however, the Deliverables shall take precedence in all respects. Electronic Media is furnished without guarantee of compatibility with the Owner's software or hardware. Because Electronic Media can be altered, either intentionally or unintentionally, by transcription, machine error, environmental factors, or by operators, it is agreed that, to the extent permitted by applicable law, Owner agrees that Five One, Five One's subconsultants, and their Personnel shall not be responsible for any and all claims, liabilities, damages, losses, and costs, including, but not limited to, costs of defense arising out of changes or modifications to the Electronic Media form in Owner's possession or released to others by Owner. Five One's sole responsibility and liability for Electronic Media is to furnish a replacement for any non-functioning Electronic Media for reasons solely attributable to Five One within thirty (30) days after delivery to Owner.

- 6.2.3. Property Rights. All intellectual property rights of a Party, including copyright, patent, and reuse ("**Intellectual Property**"), shall remain the Intellectual Property of that Party. Five One shall obtain all necessary Intellectual Property from any necessary third parties in order to execute the Services. Any Intellectual Property of Five One or any third party embedded in the Deliverables shall remain so imbedded and may not be separated therefrom.
- 6.2.4. Third Party Terms and Conditions. Owner and its separate consultant(s) and/or contractor(s) shall abide by applicable third-party terms and conditions in the use of Deliverables and Intellectual Property, which may include gateways, links or other functionality that allows Owner to access third-party services, content, and material. Five One does not supply and is not responsible for any third-party services, content, or material, which may be subject to their own license, end-user agreements, privacy and security policies and terms of use. ALL THIRD-PARTY SERVICES, CONTENT, AND MATERIALS ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTIES OF ANY KIND FROM FIVE ONE AND FIVE ONE MAKES NO OTHER REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. FIVE ONE EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTY ARISING OUT OF ANY COURSE OF PERFORMANCE, COURSE OF DEALING, OR USAGE OF TRADE. SUBJECT TO THE TERMS OF THIS AGREEMENT, FIVE ONE DOES NOT WARRANT THAT THE THIRD-PARTY SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT THE CONTENT WILL BE SECURE BEYOND ANY POSSIBLE THREAT.
- 6.2.5. **THIRD-PARTY CLAIMS FOR INFRINGEMENT**. Should Deliverables become, or be likely to become in Five One's reasonable opinion, the subject of any claim that infringes, violates, or constitutes a wrongful use of intellectual property rights, Five One will, at its sole option: (i) procure for Owner the necessary rights to continue to use the infringing material, or (ii) replace or modify the potentially infringing material to make them non-infringing, but functionally equivalent. **If** Five One determines that none of these options are reasonably available, then Five One may refund any prepaid and unused fees.
- 6.2.5.1. **Exclusions**. Five One has no obligation to the extent a claim arises from: Five One's compliance with Owner's specifications; a combination of the Services **with** other technology or aspects where the infringement would not occur but for the combination; Owner data; or technology or aspects not provided by Five One. **THIS SECTION CONTAINS OWNER'S EXCLUSIVE REMEDIES AND FIVE ONE'S SOLE LIABILITY FOR INTELLECTUAL PROPERTY INFRINGEMENT.**
- 6.2.6. License. Upon Owner fulfilling its payment obligations under this Agreement, Five One hereby grants Owner a license to use the Intellectual Property, but only in the operation and maintenance of the Project for which it was provided. Use of such Intellectual Property for modification, extension, or expansion of this Project or on any other project,

unless under the direction of Five One, shall be without liability to Five One and Five One's subconsultants.

6.2.7. Notwithstanding any provision to the contrary, Five One may utilize Deliverables, Electronic Media and Intellectual Property in third-party technology products for generative AI queries and other legitimate corporate purposes.

6.3. Opinions of Cost.

6.3.1. Since Five One has no control over: (i) the cost of labor, materials, equipment, or services furnished by others; (ii) the contractor or its subcontractor(s)' methods of determining prices; (iii) competitive bidding; (iv) market conditions; or (v) similar material factors, Five One's opinions of Project costs or construction costs provided pursuant to Exhibit A, if any, are to be made on the basis of Five One's experience and qualifications and represent Five One's reasonable judgment as an experienced and qualified professional engineering firm, familiar with the construction industry. Five One cannot and does not guarantee that proposals, bids, or actual Project or construction costs will not vary from estimates prepared by Five One.

6.3.2. Owner understands that the construction cost estimates developed by Five One do not establish a limit for the construction contract amount. If the actual amount of the low construction bid or resulting construction contract exceeds the construction budget established by Owner, Five One will not be required to re-design the Services without additional compensation. In the event Owner requires greater assurances as to probable construction cost, then Owner agrees to obtain an independent cost estimate.

6.4. Underground Utilities. Except to the extent expressly included as part of the Services, Five One will not provide research regarding utilities or survey utilities located and marked by their owners. Furthermore, since many utility companies typically will not locate and mark their underground facilities prior to notice of excavation, Five One is not responsible for knowing whether underground utilities are present or knowing the exact location of such utilities for design and cost estimating purposes. In no event is Five One responsible for damage to underground utilities, unmarked or improperly marked, caused by geotechnical conditions, potholing, construction, or other contractors or subcontractors working under a subcontract to this Agreement.

6.5. Design without Construction Phase Services.

6.5.1. If the Owner requests in writing that Five One provide any specific construction phase services or assistance with resolving disputes or other subcontractor related issues, and if Five One agrees to provide such services, then Five One shall be compensated for the services as an Amendment in accordance with Sections 4 and 10.2.

6.6. Section Removed.

6.7. Confidentiality. Owner and Five One shall consider: (i) all information provided by the other Party that is marked as "Confidential Information" or "Proprietary Information" or identified as confidential pursuant to this Section 6.7 in writing promptly after being disclosed verbally;

and (ii) all documents resulting from Five One's performance of Services to be Confidential Information. Except as legally required, Confidential Information shall not be discussed with or transmitted to any third parties, except on a "need to know basis" with equal or greater confidentiality protection or written consent of the disclosing Party. Confidential Information shall not include and nothing herein shall limit either Party's right to disclose any information provided hereunder which: (i) was or becomes generally available to the public, other than as a result of a disclosure by the receiving Party or its Personnel; (ii) was or becomes available to the receiving Party or its representatives on a non-confidential basis, provided that the source of the information is not bound by a confidentiality agreement or otherwise prohibited from transmitting such information by a contractual, legal, or fiduciary duty; (iii) was independently developed by the receiving Party without the use of any Confidential Information of the disclosing Party; or (iv) is required to be disclosed by applicable law or a court order. All confidentiality obligations hereunder shall expire three (3) years after completion of the Services. Nothing herein shall be interpreted as prohibiting Five One from disclosing general information regarding the Project for future marketing purposes.

7. INSURANCE

7.1. Insurance.

7.1.1. Five One shall procure and maintain insurance as set forth in Exhibit C until completion of the Service. Upon request, Five One shall name Owner as an additional insured on Five One's General Liability policy to the extent of Five One's indemnity obligations provided in Section 9 of this Agreement.

7.1.2. Upon request, Five One shall furnish Owner a certificate of insurance evidencing the insurance coverages required in Exhibit C.

8. DOCUMENTS

8.1. Audit. In no event shall Owner be entitled to audit the makeup of lump sum or other fixed prices (e.g., agreed upon unit or hour rates).

9. INDEMNIFICATION/ WAIVERS

9.1. Indemnification.

9.1.1. Five One indemnity. Subject to the limitations of liability set forth in Section 9.2, Five One agrees to indemnify and hold Owner, and Owner's Personnel harmless from Damages due to bodily injury (including death) or third-party tangible property damage to the extent such Damages are caused by the negligent acts, errors, or omissions of Five One or any other party for whom Five One is legally liable, in the performance of the Services under this Agreement.

9.1.2. Section Removed

9.1.3. In the event claims or Damages are found to be caused by the joint or concurrent negligence of Five One and the Owner, they shall be borne by each Party in proportion to its own negligence.

9.2. Waivers. Notwithstanding any other provision to the contrary, the Parties agree as follows:

9.2.1. The Parties agree that any claim or suit for Damages made or filed against the other Party will be made or filed solely against Five One or Owner respectively, or their successors or assigns, and that no Personnel shall be personally liable for Damages under any circumstances.

9.2.2. Mutual Waiver. To the fullest extent permitted by law, neither Owner, Five One, nor their respective Personnel shall be liable for any consequential, special, incidental, indirect, punitive, or exemplary damages, or damages arising from or in connection with loss of use, loss of revenue or profit (actual or anticipated), loss by reason of shutdown or non-operation, increased cost of construction, cost of capital, cost of replacement power or customer claims, and Owner hereby releases Five One, and Five One releases Owner, from any such liability.

9.2.3. Limitation. In recognition of the relative risks and benefits of the Project to both the Owner and Five One, Owner hereby agrees that Five One's and its Personnel's total liability under the Agreement shall be limited to an amount equal to the amount of compensation actually received by Five One from Owner.

9.2.4. No Other Warranties. No other warranties or causes of action of any kind, whether statutory, express or implied (including all warranties of merchantability and fitness for a particular purpose and all warranties arising from course of dealing or usage of trade) shall apply. Owner's exclusive remedies and Five One's only obligations arising out of or in connection with defective Services (patent, latent or otherwise), whether based in contract, in tort (including negligence and strict liability), or otherwise, shall be those stated in the Agreement.

9.2.5. The limitations set forth in Section 9.2 apply regardless of whether the claim is based in contract, tort, or negligence including gross negligence, strict liability, warranty, indemnity, error and omission, or any other cause whatsoever.

10. DISPUTE RESOLUTION

10.1. Any controversy or claim ("**Dispute**") arising out of or relating to this Agreement or the breach thereof shall be resolved in accordance with the following: Any Dispute that cannot be resolved by the project managers of Owner and Five One may, at the request of either Party, be referred to the senior management of each Party. If the senior management of the Parties cannot resolve the Dispute within thirty (30) days after such request for referral, then either Party may request mediation. If both Parties agree to mediation, it shall be scheduled at a mutually agreeable time and place with a mediator agreed to by the Parties. Should

mediation fail, should either Party refuse to participate in mediation, or should the scheduling of mediation be impractical, either Party may file a non-jury Complaint in the Pickens County Court of Common Pleas.

10.2. EACH PARTY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAWS, ANY AND ALL RIGHT TO TRIAL BY JURY.

10.3. To avoid multiple proceedings and the possibility of inconsistent results, either Party may seek to join third parties with an interest in the outcome of the non-jury litigation.

10.4. The Court shall have no authority to award punitive damages.

10.5. The prevailing Party shall be entitled to recover its attorneys' fees, costs, and expenses.

10.6. Pending resolution of any Dispute, unless the Agreement is otherwise terminated, Five One shall continue to perform the Services under this Agreement that are not the subject of the Dispute, and Owner shall continue to make all payments required under this Agreement that are not the subject of the Dispute.

10.7. Owner and Five One further agree to use commercially reasonable efforts to include a similar dispute resolution provision in all agreements with independent contractors and subconsultants retained for the Project.

10.8. Litigation Assistance. This Agreement does not include costs of Five One for required or requested assistance to support, prepare, document, bring, defend, or assist in litigation.

undertaken or defended by Owner, unless litigation assistance has been expressly included as part of Services. In the event Owner requests such services of Five One, this Agreement shall be amended in writing by both Owner and Five One to account for the additional services and resulting cost in accordance with Section 4.

11. TERMINATION

- 11.1. Termination for Convenience. Owner shall have the right at its sole discretion to terminate this Agreement for convenience at any time upon giving Five One ten (10) days' written notice. In the event of a termination for convenience, Five One shall bring any ongoing Services to an orderly cessation. Owner shall compensate Five One in accordance with Exhibit B for: (i) all Services performed and reasonable costs incurred by Five One on or before Five One's receipt of the termination notice, including all outstanding and unpaid invoices, (ii) all costs reasonably incurred to bring such Services to an orderly cessation; and (iii) a cancellation fee equal to five percent (5%) of the value of the unperformed Services as a direct result of the termination.
- 11.2. Termination for Cause. This Agreement may be terminated by either Party in the event of failure by the other Party to perform any material obligation in accordance with the terms hereof. Prior to termination of this Agreement for cause, the terminating Party shall provide at least seven (7) business days written notice and a reasonable opportunity to cure to the non-performing Party. In all events of termination for cause due to an event of default by the Owner, Owner shall pay Five One for all Services properly performed prior to such termination in accordance with the terms, conditions and rates set forth in this Agreement.
- 11.3. Termination in the Event of Bankruptcy. Either Party may terminate this Agreement immediately upon notice to the other Party, and without incurring any liability, if the non-terminating Party has: (i) been adjudicated bankrupt; (ii) filed a voluntary petition in bankruptcy or had an involuntary petition filed against it in bankruptcy; (iii) made an assignment for the benefit of creditors; (iv) had a trustee or receiver appointed for it; (v) becomes insolvent; or (vi) any part of its property is put under receivership.
- 11.4 Termination for Non-Appropriation. The Owner's financial obligations herein are subject at all times to annual appropriation by the Pickens City Council.

12. MISCELLANEOUS

- 12.1. Governing Law. This Agreement is governed by the laws of the State of South Carolina, without regard to its choice of law provisions.
- 12.2. Successors and Assigns. Owner and Five One each bind themselves and their successors, executors, administrators, and assigns of such other party, in respect to all covenants of this Agreement; neither Owner nor Five One shall assign, sublet, or transfer their interest in this Agreement without the written consent of the other, which shall not be unreasonably withheld or delayed.

- 12.3. Independent Contractor. Five One is and at all times shall be deemed an independent contractor in the performance of the Services under this Agreement.
- 12.4. No Third-Party Beneficiaries. Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than Owner and Five One. This Agreement does not contemplate any third-party beneficiaries.
- 12.5. Entire Agreement. This Agreement constitutes the entire agreement between Owner and Five One and supersedes all prior written or oral understandings and shall be interpreted as having been drafted by both Parties. This Agreement may be amended, supplemented, or modified only in writing by and executed by both Parties.
- 12.6. Severance. The illegality, unenforceability, or occurrence of any other event rendering a portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of the Agreement. Any void provision of this Agreement shall be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void.
- 12.7. Counterpart Execution. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which taken together constitute one Agreement. Delivery of an executed counterpart of this Agreement by fax or transmitted electronically in legible form, shall be equally effective as delivery of a manually executed counterpart of this Agreement.

13. EXHIBITS

13.1. The following Exhibits are attached to and made a part of this Agreement:

- Exhibit A - Scope of Services
- Exhibit B - Compensation Schedule
- Exhibit C - Insurance
- Exhibit D - Form of Amendment
- Exhibit E - Task Order Templet

If there is an express conflict between the provisions of this Agreement and any Exhibit hereto, the terms of this Agreement shall take precedence over the conflicting provisions of the Exhibit.

Owner and Five One, by signing this Agreement, acknowledges that they have independently assured themselves and confirms that they individually have examined all Exhibits, and agrees that all of the aforesaid Exhibits shall be considered a part of this Agreement and agrees to be bound to the terms, provisions, and other requirements thereof, unless specifically excluded.

Acceptance of this proposed Agreement is indicated by an authorized agent of the Owner signing in the space provided below. Please return one signed original of this Agreement to Five One for our records.

[Signatures follow]

IN WITNESS WHEREOF, Owner and C Five One, LLC have executed this Agreement effective as of the date last written below.

City of Pickens, SC

C Five One, LLC

By:

Signature

By:

Signature

Name:

Printed Name

Name:

Printed Name

Title:

Title: **President**

Date:

Date:

Attest:

Attest:

EXHIBIT A

(SCOPE OF SERVICES)

1. GENERAL SCOPE. Five One agrees to provide professional engineering and consulting services to the City of Pickens on an on-call, as-needed basis. The Engineer shall function as an extension of City staff, providing services ranging from general consultation to detailed engineering design.

2. AUTHORIZATION OF WORK. Services shall be initiated only upon specific request by the Owner. For each requested task, the Engineer and Owner shall agree upon the specific scope, schedule, and fee structure (Lump Sum or Time and Materials) prior to the commencement of work. This agreement shall be documented via a written Task Order or Notice to Proceed. For minor, routine consultations (e.g., phone calls under 30 minutes), the City may authorize work on an hourly basis without a formal Task Order, if desired.

3. DESCRIPTION OF SERVICES. The services available under this Agreement are categorized below. The Engineer shall assign personnel to these tasks based on the level of technical expertise and licensure required, ensuring appropriate billing classifications are applied.

3.1 General Consulting Services

- **General Operations & System Management:** Advisory services regarding public works and utility operations.
- **City Planning:** Consultation regarding zoning, land use, and municipal planning.
- **Grant Funding:** Identification of funding sources and preparation of grant applications.
- **Budget Preparation:** Assistance with capital improvement planning, revenue forecasting, and annual budget preparation.

3.2 Plan Review & System Assessment Services

- **Development Review:** Technical review of subdivision plats and land development plans for compliance with City standards.
- **Utility Connection:** Review of connection requests and capacity availability.
- **I&I Mitigation:** Evaluation of Inflow and Infiltration and development of mitigation strategies.
- **Condition Assessment:** Physical assessment of existing infrastructure and assets.
- **Regulatory Compliance:** Sanitary Sewer Overflow (SSO) mitigation planning and regulatory reporting.

- Master Planning: Utility system master planning and rate structure studies.

3.3 Engineering Design & Technical Services

- Design & Permitting: Engineering design, calculations, and regulatory permitting for capital projects.
- Bid Documents: Preparation of construction plans, technical specifications, and contract bid documents.
- Cost Estimating: Preparation of opinions of probable construction cost estimates.
- GIS Mapping: Updating and maintaining water and sewer GIS maps.
- Hydraulic Modeling: Analysis of water and wastewater systems.
- Environmental Compliance: FEMA mapping assistance, SWPPP preparation, and MS4 permit compliance.
- Public Presentations: Preparation of materials for and attendance at public meetings or council sessions.

4. **EXCLUSIONS.** Unless specifically included in an authorized Task Order, the Scope of Services does not include the payment of permit fees, application fees, or direct costs associated with third-party vendors (e.g., geotechnical drilling, survey fees) which shall be the direct responsibility of the Client.

EXHIBIT B

(COMPENSATION SCHEDULE)

Five One 2026 Rate Schedule:

General Consulting Services	\$110.00/Hour
Plan Review & System Assessment Services	\$125.00/Hour
Engineering Design & Technical Services	\$140.00/Hour
Mileage	Business Use IRS Rate: 2026 - \$0.72/Mile
Project-Related Expenses (Printing, Permit Fees, etc.)	Cost

Rates are subject to annual adjustments on January 1st of each year.

EXHIBIT C
(INSURANCE)

Pursuant to Section 7.1 of the Agreement, Five One shall maintain the following schedule of insurance until completion of the Services:

Worker's Compensation	\$500,000
General Liability	
Each Occurrence	\$1,000,000
Aggregate	\$2,000,000
Professional Liability	
Each Claim Made	\$1,000,000
Annual Aggregate	\$2,000,000

EXHIBIT D

(FORM OF AMENDMENT)

AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

City of Pickens

Project No. 101-26-001

AMENDMENT NO.

This Amendment No. [?], effective on the date last written below, shall amend the original contract between the [Client Name] ("Owner") and Five One, LLC ("Five One"), dated [Insert date] (the "Agreement").

This Amendment No. [?] adds/modifies the Services for the:

[Describe improvements and location]

The Agreement is hereby modified as follows:

SECTION [?] - [Insert section heading]

Section [?] of the Agreement is hereby amended as follows:

This Amendment may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, Owner and Five One have executed this Amendment effective as of the date last written below.

[Insert Signature Block with the Appropriate Parties]

Exhibit E

(Task Order Template)

TASK ORDER NO. ____

Project Name: _____

Date:

This Task Order is issued pursuant to the **Agreement for Professional Services** (the "Agreement") dated _____, 2026, between **C Five One, LLC** ("Engineer") and the **City of Pickens, SC** ("Owner"). All terms and conditions of the Agreement are incorporated herein by reference.

SCOPE OF SERVICES: The Engineer shall perform the following services under this Task Order: *(Describe specific tasks here, e.g., "Review of XYZ Subdivision Plans," "Design of Main Street Water Line," or attach a separate proposal)*

COMPENSATION: Compensation for the services defined in Section 2 shall be determined as follows (check one):

Lump Sum: The Client agrees to pay the Engineer a fixed fee of \$ _____

Time and Materials: The Client agrees to pay the Engineer based on the hourly rates established in the Master Agreement, plus reimbursable expenses. The total fee for this Task Order shall not exceed \$ _____ without prior written approval.

SCHEDULE The services described herein shall commence upon receipt of this signed Task Order.

- **Estimated Completion Date:** _____
- **Key Milestones:** _____

SPECIAL CONDITIONS/ EXCLUSIONS: *(List any specific exclusions or client responsibilities unique to this task, e.g., "City to provide survey data" or "Permit fees to be paid directly by City")*

AUTHORIZATION By signing below, the Client authorizes the Engineer to proceed with the services described herein.

ACCEPTED BY:

C Five One, LLC

City of Pickens, SC

Signature: _____

Signature: _____

Name:

Name:

Title:

Title:

Date: _____

Date: _____



McADAMS

Master Services Agreement

THIS document is the final written integration of the agreement between The John R. McAdams Company, Incorporated (“Consultant”), and the City of Pickens (“Client”), executed on the date written next to their names signed below, the latter of which shall become the Effective Date of this Master Services Agreement (“Agreement”).

Services:

Client wishes to engage Consultant pursuant to the Terms and Conditions set forth below to provide professional services (“Services”) in connection with the design or construction of one or more projects (with respect to each engagement, the “Project”), as specifically designated in each applicable Project Work Order executed under this Agreement (each a “PWO”), and Consultant wishes to provide such Services pursuant to the Terms and Conditions set forth below which shall be incorporated into and a material part of each PWO whether this Agreement is attached thereto or not.

Terms and Conditions:

1. Project Work Orders:

- a. Content of PWO. Each PWO executed under this Agreement shall set forth the name of the Project, the location of the Project (the “Site”), the scope of Services to be provided by Consultant for the Project, the compensation to be paid to Consultant for the Services, and, if applicable, a general schedule for performance of the Services. No terms, conditions, limitations, waivers, or other matters contained in a PWO that alter any of the Terms and Conditions set forth herein shall be valid unless the mutual intention of the parties to cause such alteration is explicitly set forth in an attachment to the PWO signed by both parties and, in that event, such alteration shall be effective solely and exclusively with respect to that PWO.
- b. Submittals. If the Services under a PWO include the review of submittals by Client’s general contractor, construction manager, or the subcontractors or materials suppliers of either (collectively, “Contractors”), such review is for the purpose of checking for general conformance with information given and the design concept expressed in the Instruments of Service. Review of such submittals is not conducted for the purpose of determining the accuracy or completeness thereof (including dimensions, quantities, or installation instructions), all of which remain the responsibility of the Contractors. Consultant’s review of submittals shall not constitute approval of safety precautions or of any construction means, methods, techniques, sequences, or procedures. Consultant’s approval of a specific item shall not indicate approval of an assembly of which the item is a component.
- c. Cost Estimating. If the Services under a PWO include cost estimating by Consultant, such opinions or estimates will be prepared on the basis of Consultant’s general experience in the construction industry and reasonably available pricing information existing at the time the estimate is performed. Since Consultant has no control over the cost of labor, materials, equipment, or services furnished by others, or over any Contractor’s methods of determining prices, or over competitive bidding or market

conditions, Client acknowledges that any estimates by Consultant are not guarantees of actual costs and that any proposals, bids, or actual construction cost may vary significantly from Consultant's estimate. If Client desires a more precise cost estimate, Client shall separately retain a construction cost consultant for that purpose.

- d. Construction-Phase Services. If the Services under a PWO include any construction-phase services by Consultant:
- (i) Site visits by Consultant during construction of the Project shall be for the purpose of observing, in general, whether the progress and quality of the work is proceeding in general conformity with Consultant's design as expressed in the Instruments of Service;
 - (ii) Neither Consultant's presence at the Site, nor any observations made or field testing conducted while at the Site, shall excuse Contractors from responsibility for defects in the work performed by them; and
 - (iii) Consultant shall not be responsible for the acts or omissions of Contractors, for supervision of personnel at the Site other than Consultant's own employees, or for construction means, methods, techniques, sequences, or procedures.
- e. Municipal Advisor Services. Consultant's Services under any PWO shall not include:
- (i) Serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission; or
 - (ii) Advising Client, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances.

2. Standard of Care:

Consultant shall perform its Services under each PWO in a professional manner, using the degree of care and skill ordinarily exercised by similarly-licensed professionals providing the same Services in the same or similar locality as the Project under the same or similar circumstances. **THERE ARE NO WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARISING OUT OF OR RELATING TO THE SERVICES PROVIDED BY CONSULTANT UNDER THIS AGREEMENT.**

3. Payment:

- a. Monthly Invoices. With respect to each PWO, Consultant will render monthly invoices to Client for fees and costs in connection with the Services performed. Each invoice is due and payable in full upon presentation to Client. Invoices are past due if not paid in full within thirty (30) days from the date of the invoice. Past due amounts shall accrue interest at a rate of one and one-half percent per month (18% per annum) on the outstanding balance from the date of the invoice.

- b. Hourly Rates. If any of the Services to be provided under a PWO are based on hourly rates, such rates are subject to adjustment at the beginning of each calendar year pursuant to Consultant's standard annual rate adjustment procedure.
- c. Adjustments Due to Passage of Time. Any Services in a PWO which are priced on a lump-sum or not-to-exceed basis, and which have not been completed within twelve (12) months of the date of the PWO through no fault of Consultant, shall be subject to an annual equitable adjustment in Consultant's compensation therefor to account for inflationary impacts, cost of living increases, and other market conditions.
- d. Disputed Invoices. In an effort to ensure prompt resolution of any questions or disputes regarding Consultant's Services and invoices, Client agrees to notify Consultant, in writing, of any questions or concerns Client may have regarding the cost, quality, or appropriateness of the Services included in an invoice within fifteen (15) business days of the invoice date. If Client fails to provide such notice to Consultant, Client waives its right to dispute the accuracy and appropriateness of any portion of such invoice for which notice was not provided. If Client disputes only a portion of an invoice, Client shall promptly pay all undisputed portions thereof and shall, upon resolution of the dispute, tender payment of the previously-disputed portion.
- e. Cross-Withholding Prohibited. In no event shall client withhold, or be entitled to withhold, payment due Consultant under any PWO based on a dispute involving a different PWO.

4. Notification of Breach or Default:

To provide Consultant adequate opportunity to investigate and, if necessary, mitigate or rectify any issues in the performance of its Services, Client shall provide prompt written notice to Consultant if Client becomes aware of any breach of contract, defect, fault, error, omission or inconsistency ("Issue") arising out of or related to Consultant's Services. The failure of Client to provide such written notice within fifteen (15) business days from the date Client became aware or reasonably should have become aware of such Issue shall constitute a waiver by Client of any claims against Consultant arising out of the Issue.

5. Ownership of Instruments of Service:

All reports, plans, specifications, documents, models, field data, notes, and other materials, whether in hard copy or on electronic media ("Instruments of Service"), prepared by Consultant shall remain the property of Consultant, and Consultant shall retain all common law, statutory, and other rights, including all copyrights and other intellectual property rights, therein. Upon full payment of all amounts owed to Consultant under a PWO, Consultant shall make available to Client copies of all completed plans, specifications, and electronic files solely for Client's reference in constructing, occupying, and maintaining the Project. If Client uses, or permits a third party (including an affiliate) to use, any Instruments of Service (i) for modifications, expansions, or other activities on the Project without Consultant's involvement therein or (ii) for any other property or project, Client releases Consultant from all claims, demands, causes of action, suits, damages, and losses, including reasonable attorneys' fees, arising out of or relating to such use.

6. **Electronic Data:**

Digital data files, like any electronic data, transferred in any manner or translated from the system and format used by Consultant to another system or format are subject to errors and modifications that may affect the accuracy and reliability of the data, and, in addition, electronic data may be altered or corrupted whether inadvertently or otherwise. As a result, no representations or warranties, whether expressed or implied, are made as to the accuracy of the digital data files transferred. As the accuracy of the digital data files cannot be warranted or guaranteed, digital data files are issued as supplemental information only and must be read in conjunction with physical documents, and to the extent there are any discrepancies between the digital data files and physical documents, the physical documents control.

7. **Change Orders:**

A “change order request” is any documented or oral communication (including directions, instructions, interpretations, or determinations) from Client which requests or would cause changes in, or in the performance of, Consultant’s scope of Services under a PWO. If Consultant is willing to proceed with such change, Consultant will give Client written notice of the increase in Consultant’s fees, time of performance, or both, to result from implementation of the change order request (a “Change Order”). Unless Client objects in writing within ten (10) business days after receipt of the Change Order, the Change Order shall be deemed accepted by Client and the applicable PWO shall be deemed amended thereby.

8. **Client Responsibilities:**

- a. Client Representative. Client shall identify a representative authorized to act on Client’s behalf with respect to each Project.
- b. Rendering Timely Decisions. Client shall render decisions and approve Consultant’s submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of Consultant’s Services.
- c. Provision of Information and Documentation. Client shall provide Consultant with all information and documentation necessary or reasonably required for Consultant’s performance of the Services and which is within Client’s possession or control. Consultant shall be entitled to rely on the accuracy of such information and documentation without independent verification by Consultant.
- d. Contractors’ Insurance Requirements. Client shall require Contractors for each Project to name Consultant and Consultant’s employees and subconsultants as additional insureds on Contractors’ Commercial General Liability and Automobile Liability insurance policies, with such insurance by Contractors to be primary to any other insurance offering the same or similar coverage.
- e. Project Budget. Client shall establish and periodically update Client’s budget for each Project, including (i) the budget for the anticipated cost of the work, (ii) Client’s other costs associated with the Project, and (iii) reasonable contingencies related to all of such costs, including contingencies for additional services by Consultant and others.
- f. Financial Solvency. Client warrants that it is financially solvent and has the necessary resources to make timely and full payment for all Services performed by Consultant. Client’s obligation to pay Consultant

for the Services is not conditioned or contingent on Client's ability to obtain financing, approvals of governmental or regulatory bodies, or Client's successful completion of the Project.

9. **Client's Contractors and Other Consultants:**

Consultant shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of services and information provided by Client's other consultants and Contractors.

10. **Project Site:**

- a. Access and Right-of-Entry. Client will arrange for Consultant to have access to, and a right-of-entry upon, each Site for the purpose of performing studies, tests, and evaluations required for the Services. Client represents that it possesses, or will possess prior to Consultant's commencement of Services at the Site, necessary permits and licenses required for all activities to be undertaken by Consultant at the Site.
- b. Undisclosed and Unknown Conditions. Consultant shall not be responsible for any damage or losses due to undisclosed or unknown surface or subsurface conditions at the Site, whether the Site is owned by Client or by a third-party, including but not limited to any underground utilities or underground storage tanks.
- c. Damage to the Site. Consultant will take reasonable precautions to minimize damage to the Site caused by its operations. However, Client acknowledges that the evaluations, studies, and testing necessary for performance of the Services may result in damage (both temporary and permanent) to the Site, that Consultant's fee does not include any cost of restoration due to any damage which may result, and that Consultant shall not be responsible for repairing any such damage unless it is caused by the willful misconduct or gross negligence of Consultant.
- d. Field Tests and Boring Locations. Field tests and boring locations described in Consultant's reports or shown on sketches prepared by Consultant will be based on specific information furnished by others or estimates made in the field by Consultant's personnel. The dimensions, depths, and elevations described are approximations unless otherwise stated in Consultant's report or sketches.
- e. Site Not Owned by Client. If Client is not the owner of the Site, then Client agrees to notify the owner(s) of the possibility of unavoidable alteration and damage to the Site and to obtain written permission from the owner(s) for such alteration and damage. Client agrees that Consultant shall not be responsible for any claims by the owner(s) of the Site or by persons having possession of the Site through the owner(s) which are related to such alteration or damage.

11. **Assignment and Third Parties:**

Except with respect to any limitations of liability, and waivers of claims or damages, nothing in this Agreement shall be construed to give any rights or benefits to anyone other than Client and Consultant, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Client and Consultant. Neither Client nor Consultant shall assign, sublet, or transfer any rights under or interests in this Agreement without the written consent of the other, which shall not be unreasonably withheld; provided, however, that nothing contained herein shall prevent or restrict Consultant from employing independent subconsultants as Consultant may deem appropriate to assist in the performance

of Services hereunder (each a "Subconsultant"). These Terms and Conditions shall apply equally regardless of whether any portion of the Services under a PWO are performed by a Subconsultant and, further, as between Client and any such Subconsultant, the Subconsultant shall be entitled to the same rights and benefits afforded to Consultant hereunder including, but not limited to, those in Sections 13-16.

12. Force Majeure:

Should performance of any portion of the Services or any obligation of Consultant be delayed for causes beyond the control of or without the fault or negligence of Consultant, including force majeure, the reasonable time for performance shall be extended for a period at least equal to the delay. Force majeure includes, but is not limited to, acts of God, acts or failures of governmental authorities, acts of Client's Contractors or agents, fire, floods, epidemics, pandemics, riots, quarantine restrictions, strikes, civil insurrections, freight embargoes, and unusually severe weather.

13. Limitation of Liability:

The total aggregate and collective liability of Consultant and its employees, officers, directors, members, managers, owners, and representatives for all claims arising out of or relating to each PWO or the Services performed under each PWO (whether for breach of contract, negligence, breach of warranty, strict liability, indemnity, or any other legal theory) shall be limited to the greater of (i) the total amount paid to Consultant under such PWO or (ii) \$50,000.00.

14. Waiver of Consequential Damages:

Consultant and Client hereby waive against each other, and against each other's employees, officers, directors, members, managers, owners, and representatives, all special, incidental, and consequential damages of any kind or nature arising out of or relating to this Agreement, any PWO, or the Services performed under any PWO (whether such damages arise from breach of contract, negligence, breach of warranty, strict liability, indemnity, or any other legal theory), including, without limitation, damages for lost profits, loss of use, additional financing costs, and lost opportunity costs.

15. Betterment:

If any item or component of a Project is required due to omission from the Instruments of Service, Consultant's liability shall be limited to the reasonable costs of correction of the construction less the cost to Client if the omitted item or component had been initially included in the Instruments of Service. All costs of errors, omissions, or other changes that result in betterment to the Project shall be borne by Client and shall not be the basis of a Claim against Consultant. It is intended by this provision that Consultant will not be responsible for any cost or expense that provides betterment, upgrade, added value, or enhancement of the Project.

16. No Personal Liability:

Client and Consultant intend that Consultant's Services will not subject Consultant's individual employees, officers, directors, members, managers, owners, and representatives ("Consultant's Personnel") to personal liability. Therefore, notwithstanding any other provision of this Agreement and to the fullest extent allowed by applicable law, Client (i) agrees that its sole and exclusive remedy for any claim, damage, or liability arising out of or relating to this Agreement, the Services, or any PWO shall be to take legal action solely against Consultant as a corporate entity, (ii) waives and releases all claims and causes of action against Consultant's Personnel, and (iii) covenants not to sue any of Consultant's Personnel.

17. **Execution of Consents and Similar Documents:**

Consultant shall have no obligation to execute any consents, certifications, reliance letters, or other documents that may or would result in an increase in liability, require the waiver of rights not otherwise waived under this Agreement, require certification of the conduct of others, require certification of matters outside of Consultant's own personal knowledge, or any combination of the foregoing.

18. **Safety:**

Except with respect to Consultant's own employees, Consultant is not responsible for Site safety or compliance with the Occupational Safety and Health Act of 1970 ("OSHA"). Job site safety remains the sole and exclusive responsibility of Client or Client's contractors. Likewise, Consultant shall have no right or obligation to direct or stop the work of Client's Contractors, agents, or employees.

19. **Hazardous Substances:**

Consultant shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to hazardous materials or toxic substances in any form ("Hazardous Substance") at the Project Site. If Hazardous Substances are present, Client shall be responsible to remove them from the Project Site in a manner that will not adversely affect the health of any person and will comply with any applicable governmental laws and regulations. Client agrees that Consultant shall not be responsible for any liability, loss, damage, or expense arising out of or with respect to the presence of Hazardous Substances on the Project Site. The presence or discovery of any Hazardous Substance on the Site shall be cause for extension of the schedule of Consultant's Services and for an equitable adjustment of Consultant's fees for the Services to the extent Consultant's performance of the Services is impacted thereby. Consultant is not and shall not be required to become an "arranger", "operator", "generator", or "transporter" of Hazardous Substances (as those terms are defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1990).

20. **Dispute Resolution Procedures:**

- a. **Meet-and-Confer.** Any claim, dispute, or other matter in question arising out of or related to this Agreement, any PWO, or the Services performed under any PWO (each a "Claim") shall be subject to a meet-and-confer session as a condition precedent to mediation. Client and Consultant shall endeavor to resolve Claims during the meet-and-confer session, which shall be attended by a representative of Client and Consultant with authority to bind each party to any resolution reached. The meet-and-confer session shall take place within thirty (30) days after a request by either party. Prior to the meet-and-confer session, the parties may exchange relevant information that will assist in resolving the Claim. If the parties reach a mutually acceptable resolution, they shall prepare appropriate documentation memorializing the resolution including, where applicable, a Change Order. If the parties cannot reach a mutually acceptable resolution, they shall proceed to mediation in accordance with the terms of this Agreement.
- b. **Mediation.** Any Claim which is not resolved through the meet-and-confer process shall be subject to non-binding mediation as a condition precedent to binding dispute resolution, which shall occur within thirty (30) days after completion of the meet-and-confer process. The mediation shall be held in the city in which the Project at issue is located. The parties shall work together in good faith to identify a mutually

agreeable mediator to conduct the mediation. The mediator's fees shall be split equally between the parties.

- c. Binding Dispute Resolution. If any Claim remains unresolved after the meet-and-confer process and mediation process, and a party wishes to proceed to resolve the Claim, all Claims shall be non-jury and filed in the Pickens County Court of Common Pleas. The parties consent to the joinder of any other party, including any Contractors and any subconsultants to Consultant, to any non-jury proceeding.
- d. Lien Rights. Notwithstanding any other requirements herein, nothing in these Dispute Resolution Procedures shall prevent Consultant from acting in any manner necessary to secure any lien rights it may have under applicable law, including through filings in any court of competent jurisdiction.
- e. Attorneys' Fees and Expenses. The court in any binding dispute resolution proceeding shall have the authority to award the prevailing party reasonable attorneys' fees and expenses (including, without limitation, paraprofessional fees, expert witness fees, filing fees, and other costs of litigation) incurred by the prevailing party. In determining reasonable attorneys' fees and expenses under this section, the court may consider all relevant factors established under South Carolina law.

21. **Independent Contractor:**

In carrying out its obligations, Consultant shall be acting at all times as an independent contractor and not an employee, agent, partner, or joint venturer of Client.

22. **Suspension of Services:**

- a. Suspension at Client's Request. If Client requests that Consultant temporarily suspend Services under a PWO, Consultant agrees to promptly cease provision of such Services and Client shall promptly pay Consultant for Services performed up to the date of suspension. If any such suspension results in an increase in the cost to Consultant of providing the Services, to the time required by Consultant for performance of the Services, or both, then (as applicable) Consultant's fees, time of performance, or both shall be increased by execution of a Change Order to the PWO prior to Consultant's obligation to resume performance of the Services.
- b. Suspension for Non-Payment. If Client fails to make payment to Consultant within thirty (30) days after the date of an invoice, then Consultant may, after giving seven (7) days' written notice to Client, elect to suspend performance of its Services under the applicable PWO until all amounts due are paid in full.

23. **Termination of Agreement:**

- a. This Agreement and all PWOs issued in connection herewith may be terminated:

- (i) For Cause. Either party may terminate this Agreement and all PWOs issued in connection herewith if the other party shall (A) dissolve, (B) apply for or receive any relief under the bankruptcy or insolvency laws, (C) make an assignment for the benefit of creditors, (D) have a petition filed against it under any bankruptcy or insolvency laws and fails, within sixty (60) days of filing, to secure or discharge or stay any such petition. Additionally, Consultant may also terminate this Agreement and all PWOs issued in connection herewith if at any time Client is in breach of its payment obligations on two (2) or more PWOs. If termination under this provision is by Consultant, Client shall pay Consultant for all Services performed on all PWOs through the date of termination, the actual and reasonable costs incurred to wind down performance of the Services under all PWOs including the costs of terminating any subconsultant agreements, and five percent (5%) of the remaining value of unperformed Services on all PWOs.
 - (ii) For Client's Convenience. By written notice, without Consultant being at fault and for Client's own convenience, Client may terminate this Agreement and all PWOs issued in connection herewith and require Consultant to immediately stop work on all Projects. In such event, Client shall pay Consultant for all Services performed on all PWOs through the date of termination, the actual and reasonable costs incurred to wind down performance of the Services under all PWOs including the costs of terminating any subconsultant agreements, and five percent (5%) of the remaining value of unperformed Services on all PWOs.
 - (iii) By Agreement. This Agreement and all PWOs issued in connection herewith may be terminated at any time by mutual agreement of the parties, the terms of such mutual termination to be documented in a writing signed by both parties.
 - (iv) By Natural Expiration. Unless extended by agreement of the parties prior thereto, this Agreement shall terminate three (3) years after the Effective Date. Notwithstanding the foregoing sentence, in the event there are any active PWOs in effect as of such date, this Agreement shall continue in effect with respect to such active PWOs and shall continue to be fully applicable thereto.
 - (v) By Non-Appropriation. The Client's payment obligations herein are subject to annual appropriation of City funds by Pickens City Council.
- b. The obligations contained in Sections 2-6, 10-11, 13-21, and 25-28 shall survive the termination of this Agreement under this Section 23.

24. Termination of PWO:

- a. A PWO may be terminated as follows:
 - (i) For Cause. If either party shall fail in the performance of any of its obligations under this Agreement or the applicable PWO, and such failure is not cured within seven (7) business days after receipt of written notice specifying such failure, the other party may, at its option and so long as such party is not itself in default, terminate the applicable PWO for cause by delivering written notice of termination to the other party. If Consultant terminates a PWO pursuant to this provision, Consultant shall be paid for all Services performed through the date of termination, the actual and reasonable costs incurred to wind down performance of the Services including the costs of terminating any subconsultant agreements, and five percent (5%) of the remaining value of unperformed Services.

- (ii) For Client's Convenience. By written notice, without Consultant being at fault and for Client's own convenience, Client may terminate a PWO and require Consultant to immediately stop work thereunder. In such event, Client shall pay Consultant for all Services performed through the date of termination, the actual and reasonable costs incurred to wind down performance of the Services including the costs of terminating any subconsultant agreements, and five percent (5%) of the remaining value of unperformed Services.
 - (iii) For Client's Suspension of Services Exceeding Ninety (90) Days Cumulatively. If Client suspends Consultant's Services on a Project for more than ninety (90) cumulative days for reasons other than the fault of the Consultant, then Consultant may terminate the applicable PWO by giving not less than seven (7) days' written notice. In such event, Client shall pay Consultant for all Services performed through the date of termination, the actual and reasonable costs incurred to wind down performance of the Services including the costs of terminating any subconsultant agreements, and five percent (5%) of the remaining value of unperformed Services.
 - (iv) By Agreement. A PWO may be terminated at any time by mutual agreement of the parties, the terms of such mutual termination to be documented in a writing signed by both parties.
- b. The obligations contained in Sections 2-6, 10-11, 13-21, and 25-28 shall survive the termination of a PWO under this Section 24.

25. Severability:

If any provision of this Agreement, or application thereof to any person or circumstance, is found to be invalid then such provision shall be modified if possible, to fulfill the intent of the parties as reflected in the original provision. The remainder of this Agreement, or the application of such provision to persons or circumstances other than those as to which it is held invalid, shall not be affected thereby, and each provision of this Agreement shall be valid and enforced to the fullest extent permitted by the law.

26. No Waiver:

No waiver by either party of any default by the other party in the performance of any provision of this Agreement or any PWO shall operate as or be construed as a waiver of any future default, whether like or different in character.

27. Choice of Law:

This Agreement shall be construed and enforced in accordance with the laws of the State of South Carolina, excluding only its conflict of laws principles, to the extent any such construction or enforcement involves solely this Agreement and not any PWO. In the event such construction or enforcement involves any PWO, the construction and enforcement shall be in accordance with the laws of the state in which the applicable Project is located, excluding only its conflict of laws principles.

28. Merger and Amendment:

This Agreement constitutes the entire agreement between Consultant and Client with respect to the Terms and Conditions to be applied to each PWO, and all prior negotiations, written understandings, and oral understandings between the parties are merged herein. This Agreement can be supplemented or amended only by a written document executed by both Consultant and Client.

IN WITNESS WHEREOF, Consultant and Client have hereunto set their hands and seals the day and year written below.

The John R McAdams Company, Inc.

Client Name

Signature:

Signature:

Print Name:

Print Name:

Title:

Title:

Date:

Date:

****SAMPLE POLICY****

****SAMPLE POLICY

****SAMPLE POLICY

BOARDS AND COMMISSIONS

CITY OF PICKENS

APPOINTMENTS TO BOARDS AND COMMISSIONS

A. Any individual desiring to apply for appointment, or reappointment, to a City board or commission shall contact the City Clerk for an application or can apply online through the City website. The City Clerk will retain all such applications for consideration of Council as vacancies occur on boards and commissions.

B. Any adult resident or valid business owner of The City of Pickens is eligible for service on a city board or commission regardless of race, color, national origin, sex, age, disability or income. It is the policy of the City of Pickens to comply with all federal and state authorities requiring nondiscrimination, including but not limited to Title VI of the Civil Rights Act of 1964, the Civil Rights Restoration Act of 1987, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990 (ADA), and the Age Discrimination Act of 1975 and Executive Order 12898 (Environmental Justice) and 13166 (Limited English Proficiency).

C. The City Clerk will notify Council monthly of any and all vacancies occurring due to the end of terms of service, removals, and/or resignations, and provide Council with all applications submitted for any such vacancy or vacancies.

CONDUCT FOR BOARDS AND COMMISSIONS

A. Code of Conduct: An appointment to a board or commission is both a position of honor and trust. The citizens are best served when their duly elected City Council has the benefit of the energy and advice of various boards and commissions. Accordingly, members of boards and commissions should recognize and adhere to the following principles:

i. No board member has supervisory or executive authority over any city employee, equipment, or other property.

ii. A board or commission is empowered to act in an advisory role only, unless specifically authorized by state statute and/or city ordinance.

iii. To the extent that a board or commission is authorized to take official action, such action is only appropriate when the board or commission is voting as a group during a publicly-noticed meeting of that board or commission.

iv. A Board or Commission should communicate with other components of city government through the City Administrator and/or his designee.

v. Board or commission members should abstain from voting in situations where their financial interest may be impacted by a proposal before them.

vi. Board or commission members should not represent others before the board or commission on which they serve, or any other supervisory and/or dependent board thereof, including City Council.

vii. Board or commission members should not accept gifts, cash, offers for free service and/or other impermissible benefits from individuals appearing before, or likely to appear before, a board or commission on which the member serves.

viii. Board or commission members should avoid the appearance of impropriety in the conduct of their official and non-official duties.

ix. Board or commission members should avoid conduct, whether public or private, which reflects negatively on a board or commission, or on the City government as a whole.

B. Removal: All members appointed by Council to boards and commissions serve at the pleasure of City Council and are subject to removal with or without cause. To the extent that a member of a board or commission is appointed to a fixed term, that member is subject to removal for cause shown (as hereinafter defined). Upon the expiration of any term of service, a member may remain in service on the board or commission until such time as the member's successor is appointed or until ninety (90) days after the expiration of the term, whichever may first occur, but such continued service is at the pleasure of Council, and such a member is subject to removal with or without cause. Upon the expiration of the 90-day post-term period provided for above, the board or commission member's term and appointment shall automatically cease without further action of City Council.

C. "Removal for cause shown" is defined as removal of a member of a board or commission as is authorized by a positive vote of City Council. Circumstances warranting a removal for cause include but are not limited to:

i. embezzlement or misappropriation of public or trust funds to private use.

ii. crimes of moral turpitude.

iii. malfeasance or misfeasance.

iv. incompetency, incapacity, absenteeism, or persistent neglect of duty in office.

v. conflict of interest.

vi. conduct that reflects negatively on the City and/or its citizens.

vii. use of official position to advance a private religious, economic, or political interest.

viii. violation of the Code of Conduct established herein.

D. Notice of removal. The City Clerk, and /or other designee of City Council, will notify a member that is removed for cause in writing, and state in the correspondence the reason(s) for the removal. The written notice will also notify the board member that he or she must object to the removal for cause determination in writing within 10 days of notice thereof, with all appeals to be heard as council deems appropriate.

Conduct of Meetings. All Board and Commissions will follow the Organizational Rules of Council for conducting meetings unless other rules have been approved by Council

Employment Opportunity

City Clerk / Benefits Administrator / Human Resources Manager

Pay Range: \$49,864.07 - \$68,812.42 Depending on Experience/Qualifications

The City of Pickens is seeking a dedicated, detail-oriented, and community-minded professional to serve as City Clerk, while also leading the City's Benefits Administration and Human Resources functions. This is a key leadership role that supports transparent government operations, strengthens employee services, and helps shape a positive workplace culture for our growing municipality.

Position Overview

This multifaceted role is ideal for a motivated individual who thrives in a dynamic environment and values public service. The successful candidate will:

- Serve as the official custodian of City records and ensure compliance with state and local regulations.
- Prepare agendas, record minutes, and support the Mayor and City Council with administrative and legislative processes.
- Oversee employee benefits programs, onboarding, and personnel documentation.
- Manage HR policies, employee relations, recruitment, and compliance with employment laws.
- Support internal communication, organizational development, and a professional, respectful workplace.

Qualifications

- Experience in municipal government, public administration, HR management, or a related field preferred. High School diploma required; college degree in related field preferred or equivalent of education and experience.
 - S.C. drivers license
 - Notary Public
- Strong organizational, communication, and interpersonal skills.
- Ability to maintain confidentiality, accuracy, and professionalism.
- Familiarity with South Carolina municipal procedures is a plus.

- Willingness and ability to become a Certified Municipal Clerk through the International CMC Program. The CMC program is designed to enhance the job performance of the Clerk in small and large municipalities alike. To earn the CMC designation, a Municipal Clerk must attend education programs. The CMC designation also requires pertinent experience in a municipality. The CMC program prepares the applicants to meet the challenges of the complex role of the Municipal Clerk by providing them with quality education in partnership with institutions of higher learning, as well as State and National Associations.

How to Apply

Interested candidates should submit a résumé, cover letter, and references to [insert application email or portal]. Applications will be accepted until the position is filled.

**CITY OF PICKENS
JOB DESCRIPTION**

Job Title: City Clerk/Clerk to Council	Date: 01/10/2024
Department: Administration/Council	Classification Grade: NA
Location: City Hall	FLSA Status: Exempt

GENERAL DESCRIPTION OF JOB

This position performs a wide variety of complex and specialized administrative work in keeping official records, providing administrative support to Mayor/Council, and administration. This position ensures accurate documentation of Council actions, maintains official municipal records, and facilitates communication between the public and elected officials. Responsible for Human Resources responsibilities compliant with Federal and State regulations, recruiting, posting, and maintaining employee benefits.

SUPERVISION RECEIVED

This position reports directly to Mayor and City Council. Reports daily with City Administrator.

SUPERVISION EXERCISED

None.

ESSENTIAL DUTIES AND RESPONSIBILITIES

The essential duties and responsibilities listed below are those that represent the majority of the time spent working in this position. Management may assign additional related duties and responsibilities as necessary.

Council Related Functions:

- Prepares minutes for City Council. Drafts, numbers and files resolutions, proclamations and ordinances adopted or passed by City Council. Sets up an annual calendar of all meetings.
- Performs an accurate recording of City Council proceedings, preparation of the minute's proper legislative terminology, recording, indexing and filing for the public record; distributes information as requested.
- Per South Carolina Law, act as custodian of records and keeps an extensive filing system.
- Responsible for petitions for election of mayor and council. Collects petitions for referendum and files with Voter Registration.
- Works with Voter Registration to coordinate polling places and set up special elections.
- Attest and places seal of city on contracts and bonds.

- Assist in overseeing the codification of ordinances to municipal code.
- Attends all meetings of council.
- Attends meetings and classes to further knowledge of municipal clerk and human resources
- Serves on committees as requested.
- Coordinates Council special events.
- Prepares agenda and council packets for meetings.

Human Resources:

- Responsible for onboarding and offboarding of all employees. Includes processing all paperwork as needed and entering information into appropriate portals and systems. New Employee Orientation.
- Responsible for administration of PEBA Retirement and Insurance portals for City.
- Posting job openings and scheduling job interviews.
- Makes sure all state and federal laws are followed
- Keep employee files up to date and organized in compliance with federal and state regulations
- Assists in drafting and updating HR policies, employee handbook, and other organizational procedures and ensuring compliance with HR laws (FMLA, FLSA EEO, ADA, etc.)

Performs any and all other duties as assigned by City Council/ City management.

OTHER

- Provide a professional appearance at City Hall and other City events.

QUALIFICATIONS

Education and Experience:

- (A) High School diploma required; Bachelor’s Degree in public administration, political science, business administration or related field preferred.
- (B) Five (5) years of experience related to municipal government, records management, or related field; or
- (C) Any equivalent combination of related education and experience.

Necessary Knowledge, Skills and Abilities:

- Working knowledge of computers and electronic data processing.
- Working knowledge of modern office practices and procedures.
- Some knowledge of accounting principles and practices.
- Working knowledge of modern records management techniques, including legal requirements for recording, retention and disclosure.
- Skill in operation of listed tools and equipment.
- Ability to effectively meet and deal with the public.

- Ability to communicate effectively verbally and in writing.
- Ability to handle stressful situations and maintain confidentiality
- Ability to accurately record and maintain records.
- Ability to establish and maintain effective working relationships with employees, other departments, officials and the public.

SPECIAL REQUIREMENTS

- Must be bondable.
- Notary Public

The City of Pickens is an equal opportunity employer. The City of Pickens does not discriminate in employment on account of race, color, religion, national origin, ancestry, age, sex, sexual orientation, marital status, physical or mental disability or any other legally protected status.