

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



Administrator
TIM O'BRIANT
City Clerk/Human Resource Dir.
MEAGAN NATIONS

AGENDA
CITY COUNCIL REGULAR MEETING
Monday, August 10, 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 SCPIO:
4. COMMENTS FROM CITIZENS:
5. APPROVAL OF MINUTES:
 - a. MONDAY, JULY 13, 2026 – REGULAR COUNCIL MEETING
6. ADMINISTRATOR'S REPORT:
 - a. FINANCE REPORT
7. CONSIDERATION OF A RESOLUTION 2026-R7 COMMITTING THE CITY OF PICKENS TO PROVIDING A LOCAL MATCH FOR A MUNICIPAL ASSOCIATION OF SOUTH CAROLINA BIG IDEA GRANT AND FOLLOWING ITS PROCUREMENT POLICY WHEN SECURING SERVICES AND PRODUCTS WITH GRANT FUNDS.
8. MEMORANDUM OF AGREEMENT FOR THE SOUTH CAROLINA DEPARTMENT OF JUVENILE JUSTICE DETENTION OF YOUTH
9. DISCUSSION OF APPROVAL OF THE PROFESSIONAL SERVICES PROPOSAL FROM MCMILLAN PAZDAN SMITH FOR FACILITY SITING STUDY
10. FIRST READING OF AN ORDINANCE 2026-07 ESTABLISHING THE CITY OF PICKENS DOWNTOWN REVITALIZATION FORGIVABLE LOAN PROGRAM; PROVIDING FOR

ELIGIBLE APPLICANTS INCLUDING PROPERTY OWNERS AND LEASEHOLD BUSINESS OWNERS; ESTABLISHING PROGRAM PURPOSE, ELIGIBILITY REQUIREMENTS, LOAN TERMS, SECURITY FORGIVENESS, REPAYMENT OBLIGATIONS, FUNDING SOURCES, ANNUAL APPROPRIATION LIMITATIONS, NON-APPROPRIATION PROTECTIONS, AND ADMINISTRATIVE PROCEDURES.

11. EXECUTIVE SESSION:

S.C. CODE OF LAWS, SECTION 30-4-70 (A) ALLOWS THAT SPECIFICALLY DELINEATED AND QUALIFYING MATTERS MAY BE DISCUSSED OUTSIDE THE PRESENCE OF THE PUBLIC.

a. BOARD AND COMMISSIONS - SECTION 30-4-70(A)(1):

i. BOARD AND COMMISSION APPOINTMENTS

b. CONTRACTUAL - SECTION 30-4-70(A)(2):

i. DISCUSSION OF PROPOSED SALE ON MOOREFIELD MEMORIAL HIGHWAY
(#4181-20-81-5542)

12. ACTION ON EXECUTIVE SESSION ITEMS (as needed):

13. COMMENTS FROM COUNCIL MEMBERS:

14. ADJOURNMENT:

City of Pickens
Regular Meeting
July 13, 2026
6:00 p.m.

The Mayor and City Council convened at Pickens City Hall, 219 Pendleton Street, Pickens, S.C. for a Regular Called Meeting. Agendas were posted and sent to media on July 9, 2026.

Council Members in Attendance:

Mayor, Isaiah Scipio
Council Member Danny Adams
Council Member Jonathan Baker
Council Member Cameron Rivers
Council Member Floyd Rogers
Council Member Ray Wilson

Council Members Absent:

Mayor Pro-Tem, Allie Winter

Staff:

Tim O'Briant, Administrator
Meagan Nations, City Clerk/Human Resources Director
Chris Elrod, Fire Chief

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

WELCOME AND CALL TO ORDER:

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

COMMENTS MAYOR SCPIO:

Mayor Scipio spoke regarding the passing of Senator Lindsey Graham. He remembered Mr. Graham for his service and stated it will never be forgotten. He asked for a moment of silence remembering Senator Graham.

COMMENTS FROM CITIZENS:

Dusty Massey- Mr. Massey addressed Council regarding concerns with the City's permitting process, announced a complaint against the Chief of Police and expressed concerns about accountability within City administration. Mr. Massey urged Council and the Mayor to address the issues and thanked Council for allowing him to speak.

APPROVAL OF MEETING MINUTES:

- June 22, 2026 – Regular Meeting
- June 30, 2026 – Special-Called Meeting

>>>Motion was made by Councilmember Floyd Rogers and seconded by Councilmember Ray Wilson. Discussion included:

Councilmember Cameron Rivers stated on page 7 of the June 22, 2026 meeting minutes, Floyd's last name is incorrect. It should be Floyd Rogers, not Rivers.

>>>Councilmember Floyd Rogers amended the motion to update his last name on page 7 of the June 22, 2026 meeting minutes. Councilmember Cameron Rivers seconded the motion. The motion carried unanimously.

ADMINISTRATOR'S REPORT:

- Recognition of Debbie Gravely – Debbie has been devoted to being an events coordinator for the City of Pickens the last few years. He applauded Debbie for everything she has done for our City.
- Update on the Fuel Farm – the Fuel Farm is now up and running. It was installed right at the end of the fiscal year. All Key fobs have been distributed to various department, and this will be considered a cost savings.
- The auditors work continues our previous audits. They are examining the books and working on the 2025 audit, which will get us completely caught up. It is expected to be delivered to Council in August.

Council Questions for the Administrator:

- Question regarding the Fuel Farm being accessible for all city vehicles – CM Rivers
- Question regarding the new accounting company/team – CM Rogers
- Question regarding an update on meters situation – CM Rivers
- Question regarding the bricks on wall at Public Works – CM Rogers

CONSIDERATION OF A RESOLUTION NO. 2026-R6 OF THE CITY OF PICKENS, SOUTH CAROLINA, TO ESTABLISH PROCEDURES FOR THE PREPERATION, SUBMISSION, AND PUBLICATION OF CITY COUNCIL AGENDAS.

Councilmember Cameron Rivers asked why this is a Resolution and not an Ordinance. The Mayor stated that our Attorney told us last meeting that it could be changed easily if it is a Resolution.

Councilmember Ray Wilson made a motion to approve Resolution 2026-R6. Motion was seconded by Councilmember Floyd Rogers seconded the motion. Discussion included:

- Councilmember Cameron Rivers stated he disagrees that it should be three council members to put an item on the agenda. He believes it should only be one member as all of Council are all elected officials and Council should be able to ask for something to be on the agenda.

- The Mayor stated if a Councilmember wants something on the agenda, he will put it on the agenda.
- Councilmember Jonathan Baker expressed concerns that the proposed agenda process would reduce transparency by requiring support from other Council members before an item could be placed on the agenda. He stated that public issues should be debated openly rather than through private discussions and expressed the opinion that a single council member should be able to place an item on the agenda for public consideration.

>>>After more discussion, an amended motion was made by Councilmember Floyd Rogers and seconded by Councilmember Cameron Rivers to remove the last sentence in Section 2(C) and approve the Resolution 2026-R6. Motion carried 4-2, with Councilmember Ray Wilson and Councilmember Jonathan Baker opposed.

DISCUSSION OF APPROVAL OF THE PROFESSIONAL SERVICES PROPOSAL FROM MCMILLAN PAZDAN SMITH FOR FIRE DEPARTMENT SITING STUDY.

Mr. O'Briant reviewed the history of the proposed fire station study, explaining that it originated from discussions about the Fire Department's future facility needs and was previously considered but not approved. The current budget includes \$50,000 for either a site study or storage improvements, with Council to determine the final use.

Fire Chief Elrod described to Council the department's lack of space for personnel and equipment, stating that while additional storage would help, a new or expanded fire station is needed to support future growth. He recommended proceeding with the study only if Council intends to pursue construction, to not waste the money on a study if they are not serious about construction.

Discussion included:

- Discussion on company willing to look at up three additional property sites for \$5,000 more
- Discussion regarding the City's fire rating – ISO Class 3
- Discussion regarding next steps after study, and how we would pay for a new building re: grants, etc.
- Discussion regarding a meeting with McMillian Pazdan Smith to ask questions to the Engineer/Architect
- Discussion regarding the importance of planning for the city's long-term needs, that a new facility should be designed with a 30+ year outlook rather than only the next 5 years.
- Discussion on whether a future project should be limited to a new fire station or expanded into a consolidated municipal complex to house fire, police, city hall and other municipal facilities
- Discussion on the storage shed option on budget line item

>>>After more discussion, Councilmember Ray Wilson motion to approve this study with amendment of removing the site assessment cost of \$5,200. Motion was seconded by Councilmember Floyd Rogers.

After more discussion, Councilmember Ray Wilson made a motion to withdraw his motion. Motion was seconded by CM Floyd Rogers.

>>>Councilmember Cameron Rivers made a motion to postpone approving this study until Council receives more information. Motion was seconded by Councilmember Floyd Rogers and carried unanimously.

CONVENE INTO EXECUTIVE SESSION:

Motion to enter in executive session for the following items:

1. Board and Commissions-Section 30-4-70(A)(1)
 - a. Planning Commission Appointments

>>>Councilmember Floyd Rogers moved to convene into executive session for the stated purposes. Motion was seconded by Councilmember Cameron Rivers. Motion carried unanimously.

RECONVENE INTO PUBLIC SESSION:

Motion was made by Councilmember Floyd Rogers to reconvene into Public Session, seconded by Councilmember Ray Wilson and unanimously passed.

ACTION AS IT RELATES TO EXECUTIVE SESSION:

1. Board and Commissions-Section 30-4-70(A)(1)
 - a. Planning Commission Appointments
 - i. Council would like to open for applicants to apply to three boards – deadline for applications will be August 3. Council will review the applications at the August 10 meeting.

COMMENTS FROM COUNCIL MEMBERS:

None

ADJOURNMENT:

Hearing no further business, Mayor Scipio called for the motion to adjourn. Motion was made by Councilmember Floyd Rogers, seconded by Councilmember Ray Wilson and unanimously passed. Pickens City Council stood adjourned at 7:37 p.m.

Respectfully Submitted:

Approved:

Meagan Nations
City Clerk/Human Resources Director

Mayor, Isaiah Scipio

Mayor
ISAIAH SCIPIO

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



www.cityofpickens.com

Administrator
Tim O'Briant
City Clerk
MEAGAN NATIONS

City Administrator's Report

August 10, 2026

Mayor and Members of Council,

Effective August 3, 2026, the City implemented a restructuring of its planning and zoning operations. Following previous discussions with Council regarding the City's long-term planning needs, it was determined that employing a full-time certified planner was not financially practical given the City's workload, while the current planning services agreement with the Appalachian Council of Governments was not providing the level of responsiveness and day-to-day support necessary to effectively serve the City.

Accordingly, the Codes Compliance Officer position of Matt Chappell was expanded to include responsibility for planning and zoning administration, development review, board administration, and related development services. Matt Chappell was promoted into this new role of Development Services Manager. Mr. Chappell has demonstrated exceptional initiative during his employment with the City and has already assumed many responsibilities that naturally complement these additional duties. He is also completing certification as a South Carolina Building Official, further strengthening the City's internal capabilities.

This organizational change provides the City with daily in-house planning and zoning administration while reducing reliance on outside consultants and improving customer service to residents, developers, and business owners.

As a result of the organizational restructuring, the Administration anticipates discontinuing the City's contract for planning services with the Appalachian Council of Governments. This transition is expected to improve responsiveness while maintaining fiscal responsibility through the use of existing budgeted resources.

Court Street Parking Agreement

Staff has drafted a proposed Intergovernmental Agreement between the City of Pickens and Pickens County Court Administration concerning the use of designated parking spaces along Court Street. The agreement, presented for Council review, recognizes that Court Street is owned and maintained by the City while authorizing Court Administration to continue utilizing six reserved parking spaces to support courthouse operations, including law enforcement and court administration personnel. The agreement also preserves the City's authority to regulate parking within the downtown district and supports the City's broader parking management strategy, including the existing two-hour parking limitation intended to promote business activity and public access to downtown parking. The proposed agreement clarifies the responsibilities of both governmental entities while preserving municipal ownership and operational control of the public right-of-way. The draft agreement is attached.

Capital Facilities Planning

As directed, staff continues to evaluate long-term municipal facility needs, including renovation of the existing City Hall and construction of a new public safety facility.

Conceptual planning has focused on:

- Renovation of the existing City Hall to improve administrative operations and provide updated Council Chambers.
- Construction of a new four-bay fire station adjacent to City Hall.
- Continued evaluation of police department operational needs within the overall campus plan.
- Development of financing strategies that minimize the impact on taxpayers while providing modern public facilities capable of serving the City's future needs.

Staff also continues discussions with financial advisors regarding potential financing alternatives, including lease-purchase financing and other available municipal funding mechanisms.

Financial Management

In the absence of a Finance Director, staff continues to monitor operating expenditures and departmental budgets to ensure that organizational changes and staffing adjustments remain within approved appropriations. Recent personnel restructuring has been accomplished without requiring additional budget appropriations and reflects the City's continued emphasis on improving services through efficient allocation of existing resources.

Audit Update and Financial Reporting

The Administration has received communication from the City's external audit firm regarding a delay in the completion of the delayed FY2025 audit. The delay is primarily related to timing constraints and the need for additional information and reconciliations from prior fiscal year

records. Staff is actively working with the auditors to provide requested documentation and resolve outstanding items as quickly as possible. While this has extended the audit timeline beyond the original expected completion date, there is no indication of material issues affecting the City's financial position.

In addition, Cherry Bekaert has provided a status update on ongoing financial advisory and support services. Their report indicates that the City's financial position remains stable, with no significant concerns identified in current fund balances or cash flow trends. They continue to assist staff with monitoring financial performance, evaluating long-term capital financing options, and ensuring compliance with applicable reporting and accounting standards. Their review supports the City's continued focus on maintaining strong fiscal management while advancing planned capital and operational initiatives.

Staff appreciates Council's continued support and guidance as these initiatives move forward. Staff remains committed to improving operational efficiency, enhancing customer service, and maintaining sound fiscal management while positioning the City to meet future growth and service demands.

Respectfully submitted,

Tim O'Briant
City Administrator

INTERGOVERNMENTAL AGREEMENT

Between the City of Pickens, South Carolina And Pickens County Court Administration Regarding Reserved Parking on Court Street

This Intergovernmental Agreement ("IGA") is entered into this ____ day of _____, 2026, by and between the **City of Pickens, South Carolina**, a South Carolina municipal corporation ("City"), and **Pickens County Court Administration**, acting on behalf of Pickens County ("County").

WHEREAS, the City owns and maintains that portion of **Court Street** located adjacent to the Pickens County Courthouse; and

WHEREAS, the City has established a two-hour parking limit within its downtown parking district in order to promote commerce, encourage customer turnover, and ensure the availability of parking for businesses, visitors, and the public; and

WHEREAS, the City recognizes that the operation of the Pickens County Courthouse requires certain parking accommodations for law enforcement officers and court administration personnel performing official governmental duties; and

WHEREAS, the parties desire to memorialize the County's continued use of six (6) designated parking spaces while preserving the City's ownership and control of the public street.

NOW, THEREFORE, the parties agree as follows:

Section 1. Purpose

The purpose of this Agreement is to authorize the County to maintain six (6) reserved parking spaces on Court Street for official court-related governmental functions while recognizing the City's responsibility to manage downtown public parking in the interest of commerce and the general public.

Section 2. Ownership

The parties acknowledge and agree that:

1. Court Street is owned by the City of Pickens.
2. Nothing contained herein conveys any ownership interest, easement, leasehold, or permanent property right to the County.
3. The City's ownership and governmental authority over Court Street remain unchanged.

Section 3. Reserved Parking Authorization

The City authorizes Pickens County Court Administration to designate and maintain six (6) reserved parking spaces located generally as shown on Exhibit A, attached hereto and incorporated by reference.

The reserved spaces shall be used exclusively for official governmental purposes, including:

- Law Enforcement vehicles;
- Court Administration personnel;
- Clerk of Court personnel; and
- Other authorized court-related governmental functions approved by Court Administration.

Section 4. Maintenance of Signage

Court Administration shall be responsible for:

- furnishing and installing all reserved parking signage;
- replacing damaged or missing signs;
- maintaining all signs in a safe and professional condition; and
- ensuring signage complies with applicable laws and standards.

No pavement markings or permanent improvements shall be installed without prior written approval of the City.

Section 5. Parking Enforcement

The City retains exclusive authority to regulate parking and enforce parking ordinances on Court Street.

The City agrees to recognize the reserved parking designation established by this Agreement and may enforce violations involving unauthorized vehicles occupying the designated spaces.

All remaining public parking on Court Street shall continue to be subject to the City's two-hour parking limitation unless otherwise designated.

Section 6. Modification

Because Court Street serves the public interest, the City reserves the right to modify, relocate, or temporarily suspend any reserved parking spaces when reasonably necessary for:

- public safety;
- utility work;
- street maintenance;
- construction projects;
- special events; or
- other legitimate municipal purposes.

Except in emergencies, the City shall provide reasonable advance notice to Court Administration.

Section 7. Term

This Agreement shall commence upon execution by both parties and shall continue until terminated by either party upon sixty (60) days written notice.

Section 8. No Property Interest

Nothing in this Agreement shall be construed as creating:

- an easement;
- a lease;
- a license coupled with an interest;
- adverse possession rights; or
- any permanent right to occupy City property.

This Agreement constitutes only a revocable intergovernmental permission.

Section 9. Indemnification

To the extent permitted by the South Carolina Tort Claims Act and applicable law, each party shall remain responsible for its own acts, omissions, officers, employees, and agents.

Nothing herein shall be construed as a waiver of governmental immunity.

Section 10. Entire Agreement

This Agreement constitutes the entire agreement between the parties concerning the subject matter herein and supersedes all prior understandings regarding the designated parking spaces.

Any amendment shall be in writing and approved by both parties.

Section 11. Governing Law

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

IN WITNESS WHEREOF,

The parties hereto have caused this Intergovernmental Agreement to be executed by their duly authorized representatives as of the dates set forth below.

CITY OF PICKENS, SOUTH CAROLINA

By: _____

Name: _____

Title: Mayor

Date: _____

ATTEST:

City Clerk

Date: _____

Approved as to Form:

City Attorney

Date: _____

PICKENS COUNTY COURT ADMINISTRATION

By: _____

Name: _____

Title: Court Administration Director

Date: _____

Acknowledged by:

PICKENS COUNTY, SOUTH CAROLINA

By: _____

Name: _____

Title: Chairman, Pickens County Council

Date: _____

ATTEST:

Clerk to Pickens County Council

Date: _____

Approved as to Form:

Pickens County Attorney

Date: _____

EXHIBIT A

Location of Six (6) Reserved Parking Spaces

The aerial exhibit entitled "**Court Street Diagram**", attached hereto, depicts the six designated parking spaces authorized under this Agreement, consisting of:

- Five (5) reserved spaces for law enforcement; and
- One (1) reserved space for Court Administration/Clerk of Court.



Subject: IMPORTANT UPDATES
Date: Thursday, July 30, 2026 at 11:55:17 AM Eastern Daylight Time
From: Tim O'Briant
To: Kayla McJunkin, Daniel Hughes
BCC: Allie Winter, Cameron Rivers, Danny Adams, Floyd Rogers, Isaiah Scipio, Jonathan Baker, Meagan Nations, Ray Wilson
Attachments: FY 2025 Journal Entries.pdf, Annual Audit Letter Past Due Municipal .docx

Mayor and Council,

The last several weeks have been consumed with efforts to work with auditors from GFC, LLC and audit prep CPAs from UHY, LLC to complete the delayed audit for the year ending June 30, 2025. Unfortunately, despite the progress that has been made, both firms report that they will be unable to complete the audited financials for that year by our deadline of August.

Attached, see some 300 adjusting entries that are being made to the General Ledger to correct postings and other accounting errors from the year in question. The other significant work they have been unable to complete is the bank reconciliation for the main Wells Fargo operating account. None of the months of that budget year were closed or balanced by the finance department. The figures that were provided by finance earlier this year do not match entries to the General Ledger and we are working with them to reconstruct the records and ensure accuracy.

As you know, we have engaged Cherry Bekaert to work with our books from 2026 and forward. This week, we had accountants from that firm, UHY and GFC onsite to dig through records and match transactions. Cherry Bekaert has now agreed to help with the 2025 bank rec so the audit can be completed ASAP.

Once the accountants can get that reconciliation complete, GCF can proceed with completing the audit. Sure to their schedule for other clients, they will try to work us in. The worst-case scenario would be a delay until January 2027.

As you know (see attached letter from the state treasurer's office) we will return to suspense of state funds once again after July 31, 2026. We have the capacity to maintain operations without those funds using reserve funds if and where needed between now and January.

Thankfully, our arrangement with Cherry Bekaert will allow us to complete the Fiscal 2026 audit very quickly after 2025 is filed, meaning the suspense issue will be a thing of the past.

Tim O'Briant
City Administrator
Pickens, South Carolina

City of Pickens

Project Status Update



Through 7/31/2026

Status of Tasks

Tasks	Estimated Completion Date	Status
Reconcile fiscal year 2025 CDA/Operating Bank Account	August 7	In Progress
Assist with remaining fiscal year 2025 close/audit preparation procedures	August 7	In Progress
Reconcile fiscal year 2026 bank accounts	TBD	Not started
Fiscal year 2026 audit preparation procedures	TBD	Not started

Project and Budget Update

Recent Activities	
1.	On-site visit/met with auditors, advisors, city staff
2.	Gained system access
3.	Reconciling CDA June 2025 bank account
4.	Review of FY25 UHY adjustments

Issues/Risks	
1.	Scope change to reconcile FY25 CDA bank account.

Budget Update	
Total Budget Authorized/Estimated Budget	\$50,000
Total Budget Used	\$15,871
Total Budget Remaining	\$34,129

Observations or Out of Scope Items	
	N/A

Next Two Weeks

Week of August 3, 2026	- Reconcile FY2025 CDA bank account - Remaining close procedures/journal entries
Week of August 10, 2026	TBD

Questions?



Danny Martinez – Service Partner

Danny.Martinez@cbh.com



Mike Brotherton – Project Senior Manager

Mike.Brotherton@cbh.com

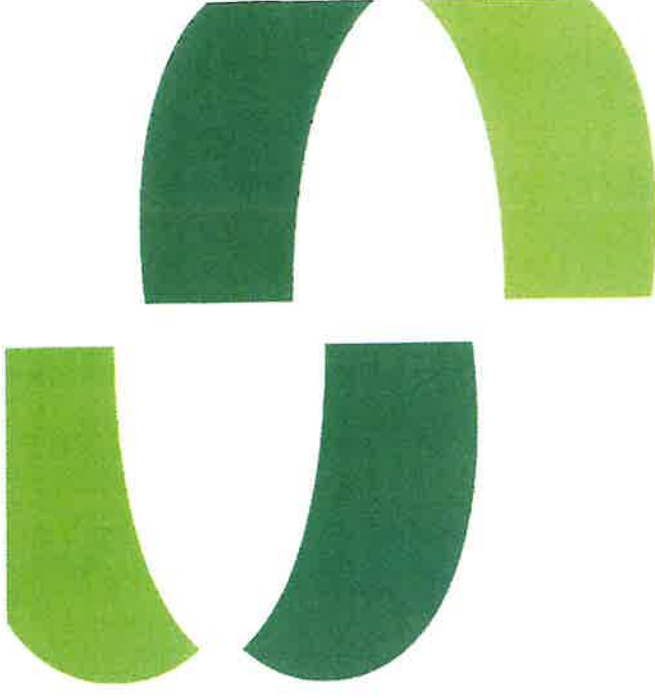


Justin Allen – Project Manager

Justin.Allen@cbh.com

About Cherry Bekaert
"Cherry Bekaert" is the brand name under which Cherry Bekaert LLP and Cherry Bekaert Advisory LLC, independently owned entities, provide professional services in an alternative practice structure in accordance with applicable professional standards. Cherry Bekaert LLP is a licensed CPA firm that provides attest services, and Cherry Bekaert Advisory LLC and its subsidiary entities provide tax and advisory services. For more details, visit cbh.com/disclosure.

This material has been prepared for general informational purposes only and is not intended to be relied upon as tax, accounting, or other professional advice. Before taking any action, you should consult a professional advisor familiar with your particular facts and circumstances.



cbh.com

Subject: Fw: Charters of Freedom Fund Raising Invitation
Date: Tuesday, July 28, 2026 at 1:06:35 PM Eastern Daylight Time
From: Tim O'Briant
To: Meagan Nations, Isaiah Scipio
Attachments: Charters of Freedom invite.png

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From: Charters of Freedom <ChartersofFreedom@protonmail.com>
Sent: Monday, 27 July 2026 08:00:02
To: Lucas Durham <lucas@landscapeperceptions.net>; Gary Abernathy <abernathys@aol.com>; patrick.henry.0161@gmail.com
<patrick.henry.0161@gmail.com>; SC Senate District "rexcrescentsenate@gmail.com"; PhillipBowers@schouse.gov <PhillipBowers@schouse.gov>; John
Hembree <jhembree@pickenscountySC.gov>; Betty F. Garrison <garrison.betty@gmail.com>; Wayne Kelley <pickenskelley@gmail.com>; Zach Hinton
<zachary.hinton@blueridge.coop>; Tim O'Briant <tobriant@pickenscity.com>
Subject: Charters of Freedom Fund Raising Invitation

CAUTION: This email originated from outside the City of Pickens. Maintain caution when opening external links/attachments

Dear Committee Members,

Please find the enclosed invitation for our upcoming **Charters of Freedom Fundraising Event**.

We ask that each committee member invite **four individuals or couples** to attend. If you have the opportunity to invite more, please feel free to do so.

During the event, we will unveil the **concept rendering** for the Charters of Freedom setting and hear from representatives of Charters of Freedom, who will share the history behind the project, its vision, and the important educational mission these settings are designed to fulfill. A key purpose of every Charters of Freedom installation is to educate future generations about our nation's founding documents and the principles of liberty they represent.

If you have any questions, please don't hesitate to call me. RSVP information is included on the invitation.

Please feel free to forward the attached invitation electronically or print copies as needed. I will also be printing the invitations on higher-quality paper and will distribute them as quickly as possible. In the meantime, please feel free to use the enclosed version.

Thank you for your support. I look forward to seeing you on **August 20**.

Cheers,

Tom



*Preserving Our Heritage,
Inspiring Future Generations.*



THURSDAY, AUGUST 20, 2026



3:00 PM – 5:00 PM



HISTORIC HAYGOOD-MAULDIN HOUSE

107 North Lewis Street
Pickens, South Carolina 29671

★ PROGRAM HIGHLIGHTS ★

- ★ Presentation of the Charters of Freedom vision and its importance to our community
- ★ Unveiling of the project rendering
- ★ Construction update
- ★ How you can help make this lasting tribute a reality
- ★ Light refreshments and fellowship

PLEASE RSVP

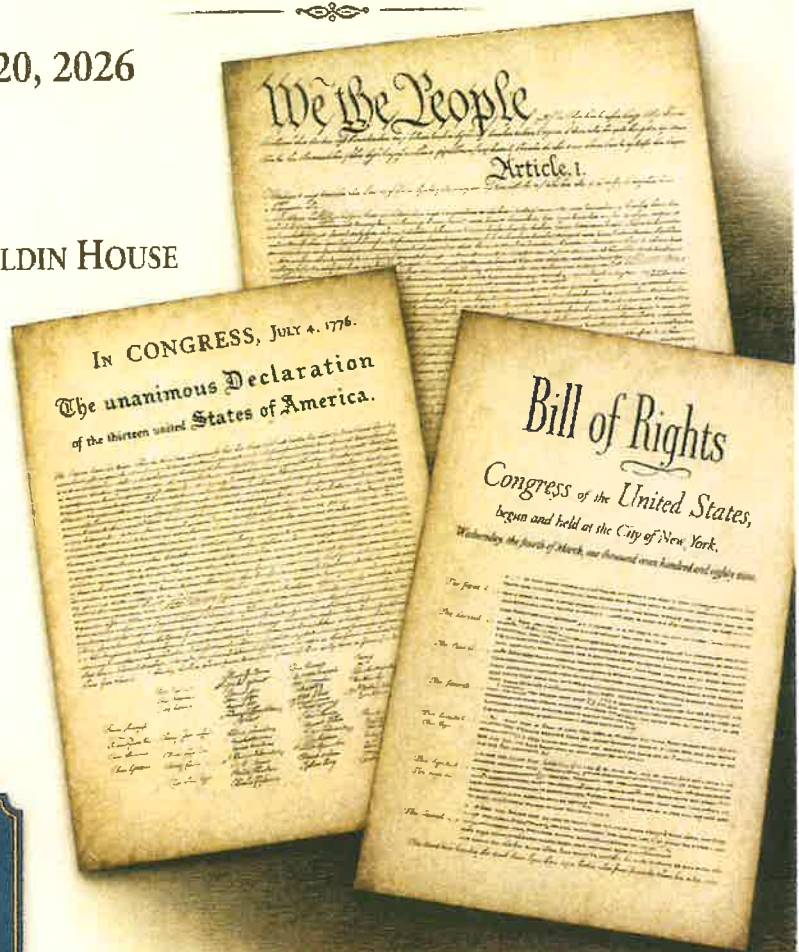
BY TUESDAY, AUGUST 18, 2026



864-481-5022



ChartersofFreedom@protonmail.com



*"Educate and inform the Whole mass of the people
they are the only sure reliance for the
preservation of our liberty."*

— THOMAS JEFFERSON



CHARTERS OF FREEDOM
PICKENS COUNTY, SOUTH CAROLINA

Sent with [Proton Mail](#) secure email.

Subject: Planning/Zoning solution proposal
Date: Wednesday, July 15, 2026 at 3:00:10 PM Eastern Daylight Time
From: Tim O'Briant
To: Meagan Nations
BCC: Allie Winter, Cameron Rivers, Danny Adams, Floyd Rogers, Isaiah Scipio, Jonathan Baker, Meagan Nations, Ray Wilson
Attachments: Development services manager description.docx

Mayor and Council,

In reviewing Council's concerns related to planning and zoning, and the recent deliberations about whether to hire a full-time, certified planner or continue with the Appalachian COG contract services, I have developed a plan.

Firstly, I agree that the City is not in the position to pay what a graduate degreed, certified planner would demand in the job market. To get someone qualified who would be with us for any length of time, would require an additional \$80,000 to \$90,000 a year. At this time, the City has ongoing planning/zoning needs on a daily basis, but not near the volume to justify that salary expense.

We are in a spot where we need good and consistent staffing to ensure efficient and timely service, but the full time specialist focused on just that area would be overkill. I also agree that the COG services are insufficient and the staffing resources they offer do not meet our needs for a variety of very good reasons.

My plan would be to promote Codes Compliance Officer Matt Chappell to a new role as described in the attached job description. Matt has been with the City for a year now and has become an integral part of our staff, often taking on things that need to be done, including project management tasks, that have made a positive difference in our results. He is very familiar with the planning and zoning needs and processes. He is in training and will soon become a certified SC Building Official. As so many of his current tasks and responsibilities are closely tied to all the activities, he would supervise related to the boards and commission he would manage in the new role.

Changing his job duties in this manner would involve an increase in salary, but it would be less than the COG contract and professional service currently budgeted within that division of the Administrative Division. This change would allow us to give notice to the COG and end that agreement moving forward.

While these employment decisions and salary changes within the approved budget lines do not require a formal Council action, I wanted to present the plan to you in the interest of seeking advice and consultation. My plan would be to make this transition effective

Monday, August 3 if there are no objections. Please review and let me know your thoughts and questions.

Regards,
TO

RESOLUTION NO. 2026-R7

**A RESOLUTION COMMITTING THE CITY OF PICKENS TO PROVIDING
A LOCAL MATCH FOR A MUNICIPAL ASSOCIATION OF SOUTH CAROLINA
BIG IDEA GRANT AND FOLLOWING ITS PROCUREMENT POLICY WHEN
SECURING SERVICES AND PRODUCTS WITH GRANT FUNDS.**

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF PICKENS,

here assembled on this ____ day of _____ 2026, that the _____ City Council hereby commits to provide a local match of at least \$200,000, which exceeds the minimum five percent local match required by the Municipal Association of South Carolina, to support the City's application for a Big Idea Grant in the amount of \$100,000. These grant and local matching funds will be used for the proposed Charters of Freedom Heritage Plaza & Civic Commons/Restrooms at the Amphitheater site in Downtown.

BE IT FURTHER RESOLVED that the Council will follow its procurement policy adopted in accordance with SC Code of Laws Section 11-35-50 when securing all services and products purchased with funds awarded from a Big Idea Grant.

This resolution is made in regard to the submission of an application for Big Idea Grant funds to the Municipal Association of South Carolina on or before the application deadline of September 25, 2026.

Isaiah Scipio
Mayor, City of Pickens, SC

ATTEST:

Clerk to Council
City of Pickens, South Carolina



L. Eden Hendrick
Executive Director

P.O. Box 21069
Columbia, SC 29221-1069
djj.sc.gov

Henry McMaster
Governor



July 1, 2026

Pickens

Administrator

222 McDaniel Avenue B-2

Pickens, South Carolina 29671-2556

Dear Administrator:

Enclosed please find a Memorandum of Agreement (MOA) for the provision of secure detention services with the South Carolina Department of Juvenile Justice (SCDJJ) for fiscal year 2026-2027. In addition to the Juvenile Detention Complex (JDC) in Columbia, the State continues to allocate funding to SCDJJ to lease and contract for the operation of the Greenville County Youth Services (GCYS) Facility.

Under the terms of SCDJJ's lease agreement with Greenville County, youth from the 13th Judicial Circuit are given priority for detention at this facility. GCYS continues to operate with a maximum capacity of 40 youth, and the actual census is determined by the provider's ability to meet the required 1:8 staff-to-youth ratio as outlined by PREA standards. Youth from outside the 13th Judicial Circuit will continue to be initially admitted to JDC and may be transferred to and housed at GCYS when operationally feasible and approved by SCDJJ. Greenville County remains the only county authorized to initially transport youth directly to GCYS. Placement at GCYS for youth from other counties may occur only after intake at JDC and subject to staffing ratios, capacity limitations, and safety considerations.

Pursuant to S.C. Code of Laws §63-19-1610, the per diem rate for operational costs is **\$50.00 per day** for any youth housed at a SCDJJ detention facility. Pursuant to Proviso 67.16 of the pending Fiscal Year 2026-2027 budget, municipalities with populations of 3,000 or less (per the 2020 census) utilizing a SCDJJ detention facility will pay an additional capital expenditure charge of **\$50.00 per day** for the first 25 days a youth is detained; all other local government jurisdictions utilizing a SCDJJ detention facility will pay an additional capital expenditure charge of **\$125.00 per day** for the first 25 days a youth is detained. A youth moving from JDC to GCYS does not trigger an additional capital expenditure obligation. Furthermore, pursuant to S.C. Code of Laws § 63-19-360(4) and §16-19-850, all transportation to and from a SCDJJ detention facility is the responsibility of the detaining law enforcement agency/department.

Should you anticipate the need to use a SCDJJ secure detention facility anytime during the 2026-2027 fiscal year, please sign the enclosed MOA and return to: SC Department of Juvenile Justice, Attention: Deputy Director Chenelle Doctor, 4900 Broad River Road, Columbia, SC 29212. **This agreement will not be accepted by SCDJJ if altered or amended in any way.**

As an alternative to detaining youth in a SCDJJ secure detention facility, SCDJJ has developed a Short-Term Alternative Placement (STAP) Program by contracting with providers throughout the state to offer residential services for non-violent youth. This STAP service is made available at no cost to your jurisdiction. An additional

benefit to utilizing STAP is that while local law enforcement provides initial transport to the STAP location, SCDJJ arranges all follow-up transport to/from Court.

Additionally, since 2023, the Agency has operated The Pines Day Reporting Center, serving youth in Richland and Lexington Counties as a community-based alternative to secure detention. SCDJJ has requested, and will continue to seek, funding to expand programs like The Pines and other evidence-informed alternatives to detention throughout the state. Expanding these programs has the potential to improve outcomes for youth while reducing detention and transportation costs for both local jurisdictions and the State. For additional information regarding STAP or other alternatives to detention, please contact your local SCDJJ County Director or the SCDJJ Office of Community Alternatives at (803) 896-9117.

Unlike most adult detention facilities, youth transported to court must be formally discharged from JDC before their hearing so they can be released directly from the courthouse, eliminating the need for additional transportation back to the detention center. As a result, any youth who returns to JDC following a court appearance must complete the full intake and booking process again. This unique operational requirement significantly increases the volume of admissions and releases processed by JDC. The agency continually evaluates its intake and release procedures, staffing, and physical plant to improve efficiency while maintaining the safety, security, and legal requirements associated with juvenile detention.

In accordance with changes in state law and enhanced security procedures to reduce the introduction of contraband, SCDJJ will be implementing enhanced fingerprinting protocols for detained youth and the usage of full-body scanners for all persons entering JDC. Additional information can be found at <https://djj.sc.gov/families/visitation>. These enhanced security measures may impact processing times in/out of the facility, SCDJJ places safety over convenience.

Finally, SCDJJ has implemented measures to improve the accuracy and timeliness of its detention billing process. However, because juvenile detention is governed by individual case circumstances and court orders that may change throughout a youth's detention, billing discrepancies may occasionally occur. If you have questions regarding an invoice or believe an error has been made, please contact the Accounts Receivable Office at AccountsReceivable@djj.sc.gov or (803) 896-5634 for assistance.

Should you have any questions about detention services, please contact Chenelle Doctor, Deputy Director of Security and Operations, at (803) 896-4648. Your timely response is appreciated.

Sincerely,



L. Eden Hendrick
Executive Director

Enclosure

**MEMORANDUM OF AGREEMENT
FOR THE DETENTION OF YOUTH**

THIS AGREEMENT is made this 1st day of July, 2026, by and between the South Carolina Department of Juvenile Justice (SCDJJ), by and through its duly authorized employee, and the governing body of Pickens, hereinafter referred to as Pickens, by and through its duly authorized official and/or employee;

WHEREAS, the South Carolina Constitution and state and federal law, mandate that youth who are held in detention be confined in separate and distinct facilities from adults similarly confined; and

WHEREAS, Pickens does not operate or manage its own detention facility for youth; and

WHEREAS, SCDJJ operates a facility for the detention of youth in Columbia called the Juvenile Detention Complex (JDC), along with an array of other residential placements for youth, who are awaiting their return to another jurisdiction or state, or awaiting their adjudication and/or dispositional hearings in the Family Courts of this State, which have passed all necessary state inspections or approvals, and are suitable for the detention of youth; and

WHEREAS, SCDJJ contracts with a vendor to operate the Greenville County Youth Services (GCYS) Facility for the detention of youth who are awaiting their return to another jurisdiction or state, or awaiting their adjudication and/or dispositional hearings in the Family Courts of this State, which has passed all necessary state inspections or approvals, and is suitable for the detention of youth; and

WHEREAS, the General Assembly has mandated that “the governing body of the law enforcement agency having original jurisdiction (over) where the offense occurred” and that “local governments utilizing the juvenile detention services provided by the Department of Juvenile Justice” be responsible for paying a portion of the costs of the detention services provided by SCDJJ for youth who are charged with committing crimes within the governing body’s jurisdictional limits or ordered by the Family Court to be detained;

NOW THEREFORE, in consideration of the mutual promises contained herein, it is agreed as follows:

SCDJJ will admit into its Juvenile Detention Complex in Columbia and/or GCYS facility in Greenville, and detain such youth in these facilities, subject to its design/operational capacity and any limitations set forth in Section 63-19-830(A), those youth who are charged with committing offenses within the jurisdictional limits of the above listed entity and who have been/are:

1. qualified to be placed in secure detention (as determined by Section 63-19-820(B)), which the local law enforcement entity wishes to have detained prior to a detention hearing before the Family Court; or
2. ordered to be taken into custody and detained by the Family Court or other lawful authority; or

3. 16 years old or younger who have been waived to the Court of General Sessions to be tried as adults.

Persons 17 years old and older who are charged as adults will not be admitted to SCDJJ's juvenile detention facilities. Acceptance and retention of detainees in its juvenile detention facilities will be on a space available basis and will be in accordance with admission and detention criteria established by SCDJJ. In addition, Pickens agrees to remove any detainees accepted and detained under criteria 3 above, on or within one week after that detainee's 17th birthday.

Pickens agrees that youth initially admitted to the Juvenile Detention Complex may be transferred to and housed at the Greenville County Youth Services Facility when operationally feasible and approved by SCDJJ. All youth, except Greenville County youth, will be initially screened and processed through JDC. Greenville County remains the only county authorized to initially transport youth directly to GCYS. Placement at GCYS for youth from other counties may occur only after intake at JDC and is subject to staffing ratios, capacity limitations, and safety considerations.

Pickens agrees to assign an open Purchase Order Number _____, to be effective from July 1, 2026 to June 30, 2027.

Pickens agrees to comply with Section 63-19-1610 of the South Carolina Code of Laws which provides, "local governments utilizing the juvenile detention services provided by the Department of Juvenile Justice must pay the department a per diem of fifty dollars a day per child." Accordingly, Pickens will pay SCDJJ \$50.00 per 24-hour day per child. (Detention periods of between from 1 to 23 hours shall be charged as a ½ day charge of \$25.00). Pickens will make payments to SCDJJ monthly as the costs accrue.

In addition, Pickens agrees to comply with Proviso 67.16 as contained in the Fiscal Year 2026-2027 budget:

67.16. (DJJ: Capital Expenditure Charge) Local governments, except for municipalities with populations of three thousand or less, utilizing the juvenile detention services provided by the Department of Juvenile Justice shall pay a capital expenditure charge of \$125 per day per child not to exceed 25 days to the department for new admissions after July 1, 2025, to cover capital expenditures and investments in the facilities that house such juveniles. Municipalities with populations of three thousand or less utilizing the juvenile detention services provided by the Department of Juvenile Justice shall pay a capital expenditure charge of \$50 per day per child not to exceed 25 days to the department for new admissions after July 1, 2026, to cover capital expenditures and investments in the facilities that house such juveniles. This capital expenditure charge is in addition to the per diem charge of \$50 that offsets operating expenses. If full funding is not received from the local governments, then the remainder of the funds due shall be transferred to the department from the local government fund on behalf of such local governments. The transfer to the department on behalf of the local government shall be deemed to have been distributed to the local government.

Accordingly, Pickens will pay SCDJJ an additional \$50.00 or \$125.00 per day per child for the first 25 days the child is detained. A child who is detained any portion of a day will result in a \$50.00 or \$125.00 charge for that day. Pickens will make payments to SCDJJ monthly as the costs accrue.

SCDJJ agrees to bill Pickens on a monthly basis; said bills to be sent on or before the 15th day of the month after the month where the costs are incurred. Pickens agrees to make payment to SCDJJ on or before the first (1st) day of the following month. If Pickens fails to make payment within 30 days of receipt of an invoice for detention services, SCDJJ may take any and all available measures to collect on the outstanding debt.

Pursuant to South Carolina Code Section 63-19-360, the "local law enforcement agency having jurisdiction where the offense was committed" shall be responsible for transporting all youth to and from SCDJJ's detention facilities. However, a local law enforcement entity may enter into agreements with other local law enforcement agencies or other entities for transporting of a youth to and from SCDJJ's detention facilities, and the fact that a particular local law enforcement agency or entity transports a youth to or from JDC/GCYS shall not be determinative as to which law enforcement agency has jurisdiction over the offense committed or necessarily obligate the governing board of the transporting entity to pay for the cost of that youth detention.

In accordance with state law relating to Juvenile Detention and consistent with the criteria outlined in SCDJJ Policy 408 (Community Detention Screening and Detention Hearing Process), no youth shall be placed in and/or transported to a SCDJJ detention facility until law enforcement has notified SCDJJ and SCDJJ has conducted a detention screening, or until a Family Court Judge has issued a written order that determines that placement in secure detention is appropriate.

Pickens shall provide JDC/GCYS with all relevant information pertaining to the youth, including medical history/limitations/pre-existing conditions, known psychological and psychiatric problems, charges pending before the court, and completed screening or detention forms if such records or information are in the possession of, or otherwise known to, the transporting law enforcement agency.

SCDJJ's juvenile detention facilities have the right to refuse admission when a youth is presented for placement without an appropriate detention order signed by the Court or completed detention documents. SCDJJ's juvenile detention facilities shall also have the right to refuse admission when a youth is deemed inappropriate for placement due to age, not meeting referral/admissions criteria, indications of alcohol or other drug intoxication, medical condition which requires emergency or immediate medical care or treatment or for any other reason which puts the detention facility at risk, should such a youth be accepted.

SCDJJ shall not be financially responsible for the cost of medical care provided to a youth detained in its juvenile detention facilities for any injury, illness, condition, or medical need that pre-existed the youth's admission.

If Pickens is located in the 13th Judicial Circuit, Pickens has priority to utilize the detention services of the Greenville County Youth Services Facility and will do so unless notified by SCDJJ County Office staff that bed space is not available at the Greenville County Youth Services Facility for the child at the time of detention. Upon notification that bed space is available, such youth will be

transported by Pickens from the SCDJJ Juvenile Detention Complex to the Greenville County Youth Services Facility. Children detained for offenses in the 13th Circuit have priority for bed space at the Greenville County Youth Services Facility. Pickens agrees that all terms above, including those related to admissions criteria and per diem charges, apply to children detained at the Greenville County Youth Services Facility.

Detention services provided by SCDJJ shall commence upon execution of this contract and terminate, unless this contract is reauthorized and renewed, on July 1, 2027. Either party may cancel this agreement upon thirty (30) days' written notice.

APPROVED:

Administrator/Manager
(or other Authorized Official)

Date

L. Eden H. Hendrick

L. Eden Hendrick, Director
South Carolina Department of Juvenile Justice

July 1, 2026
Date



July 22, 2026

Tim O'Briant
City of Pickens
219 Pendleton Street
Pickens, South Carolina

RE: City of Pickens Municipal Campus Facilities Study and Master Plan

Dear Mr. O'Briant,

We appreciate the opportunity to submit this proposal to the City of Pickens for a Municipal Campus Facilities Study and Master Plan. The study will evaluate City Hall, Council Chambers, Police, and Fire facilities and establish a coordinated strategy for future municipal investment.

Based on the City's current direction, the study will specifically examine continued use of the existing building for City Hall and Council Chambers while evaluating a new shared Police and Fire facility on the adjacent parcel. MPS will also develop and compare other viable campus alternatives so City Council and City staff can understand the operational, site, phasing, and cost implications of each option.

The study will document current and future departmental space needs, staffing, fleet and apparatus requirements, equipment and storage needs, operational relationships, parking, circulation, security, and site considerations. It will culminate in a preferred, phased campus master plan, planning-level cost information, and a clear project need narrative that can support the City's capital planning and future grant or funding pursuits.

General Description

MPS will provide facility planning and advisory services for the City of Pickens existing municipal property, specifically including City Hall, Council Chambers, the Police Department, the Fire Department, and the associated parking, circulation, and site areas. The final campus boundary, including any immediately adjacent City-owned parcels to be considered, will be confirmed with the City during project initiation.

The study will evaluate the departments and functions currently housed within these facilities, document current and anticipated operational needs, and establish projected space, fleet, apparatus, equipment, storage, parking, and site requirements. MPS will assess the suitability of the existing facilities and property and develop alternative strategies for accommodating the City's needs as a coordinated municipal campus.

Recommendations may include continued use and renovation of existing facilities, additions, adaptive reuse, reallocation of functions, consolidation of compatible uses, shared campus amenities, selective replacement, or new construction within the confirmed municipal campus boundary.

Scope of Services

Phase 1 – Initiation

MPS will conduct a kickoff meeting with City Administration and key staff, confirm the study goals and campus boundary, establish the schedule and review process, and request available facility, staffing, fleet, apparatus, and site information.

Phase 2 – Discovery

MPS will review available information, conduct up to four grouped interviews, and complete one onsite planning review of the municipal campus. The assessment will document current operations and future space needs and include a planning review of fleet and apparatus requirements, parking and circulation, security, and site opportunities.

Phase 3 – Ideation

MPS will prepare up to three diagrammatic municipal campus alternatives. One alternative will test continued use of the existing building for City Hall and Council Chambers, with Police and Fire in a new shared facility on the adjacent parcel. The alternatives will illustrate building uses, approximate area needs, site relationships, parking and circulation, phasing, and future expansion. MPS will review the options with City Administration and facilitate one City Council workshop to identify a preferred direction.

Phase 4 – Synthesis

MPS will refine the preferred campus plan and prepare cost ranges for planning, recommended priorities, and a concise final report. The report will include a clear statement of need and supporting information for future grant and funding pursuits. MPS will incorporate one consolidated revision and make one final presentation to City Council.

Deliverables

- Current and projected facility needs summary for City Hall, Council Chambers, Police, and Fire.
- Up to three diagrammatic municipal campus alternatives and a comparison of the options.

- Preferred municipal campus master plan with recommended priorities and phasing.
- Cost ranges for planning and a summary that can support future funding pursuits.
- Final report and materials for the City Council workshop and final presentation.

Project Leadership Team

The project team will be led by:

- Principal-in-Charge: Anthony Tiberia
- Project Manager / Civic Planner: Jennifer Lathrop
- Public Safety Architect: Chris Steude

MPS design staff will support campus planning and graphic production as needed.

Project Timeline

MPS anticipates completing the study within approximately 10 to 12 weeks from Notice to Proceed, subject to timely receipt of requested information, stakeholder availability, and City review periods.

Proposed Fee Structure

MPS proposes to provide the services described above for a lump sum professional services fee of \$49,965, allocated by phase as follows:

MPS Professional Services	Proposed Fee
Initiation	\$4,385
Discovery	\$14,990
Ideation	\$18,220
Synthesis	\$12,370
MPS Professional Services Subtotal	\$49,965

Reimbursable Expenses

Reimbursable expenses will be billed as incurred. MPS recommends an allowance not to exceed 5% of the professional services fee for travel, printing, shipping, and presentation materials.

Clarifications & Exclusions

The base scope assumes one kickoff meeting, one onsite municipal campus visit, up to four grouped interview sessions, up to three campus alternatives, one City Administration review meeting, one City Council workshop, one final City Council presentation, and one consolidated revision.

The following services are not included in the base scope:

- Detailed facility condition assessments, fleet replacement forecasting, destructive testing, measured drawings, LiDAR scanning, surveys, or environmental and geotechnical investigations.
- Detailed floor plans, building design, engineering, landscape design, or construction documents.
- Detailed quantity-based estimates or estimates prepared by a third party. Cost ranges for planning are included.
- Preparation or administration of grant applications or referendum support. A project need and funding summary is included.
- Community engagement, additional properties or alternatives, or meetings and revisions beyond those listed above.

Terms

Invoices will be sent monthly for the percentage amount of the work completed. Terms: net 25 days. A service charge of 1.5% per month will be added to all unpaid invoices, 45 days past date of invoice.

Acceptance

If this proposal is acceptable, please sign and return a copy for our files. MPS will then prepare an AIA Owner Architect Agreement incorporating the scope and fee described herein. Services will begin after execution of the final agreement.

This proposal is valid for sixty (60) days.

We appreciate the opportunity to support the City of Pickens and look forward to working with you and your team.

Sincerely,



Anthony Tiberia, AIA
Principal
McMillan Pazdan Smith Architecture



Jennifer Lathrop, Assoc. AIA
Civic Planner
McMillan Pazdan Smith Architecture

Accepted this ____ day of _____, 2026

City of Pickens



Mayor
ISAIAH SCPIO

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

www.cityofpickens.com

Administrator
Tim O'Briant
City Clerk
MEAGAN NATIONS

August 4, 2026

Mayor and Council,

At Council's direction, staff has developed a proposed Downtown Revitalization Forgivable Loan Program utilizing the \$100,000 from the Hospitality Tax Fund.

The purpose of the program is to leverage limited public funds to encourage significantly greater private investment in Downtown Pickens. Rather than transferring the funds for general governmental purposes, this program would utilize those funds as matching forgivable loans to support building rehabilitation, façade improvements, code compliance upgrades, accessibility improvements, upper-story residential conversions, historic preservation projects, and other redevelopment activities that strengthen the downtown business district.

Under the proposed structure, applicants would be required to invest a minimum of \$25,000 of their own funds into an eligible project before receiving City assistance. The City could then provide a matching forgivable loan of up to \$25,000 per project, with City participation limited to no more than fifty percent of total eligible project costs.

Loans would carry no interest and would be forgiven over a ten-year period, provided the property remains in compliance with program requirements and continues contributing to the economic vitality of downtown. If the property is sold or the business vacates before the forgiveness period expires, the unforgiven portion of the loan would generally be repaid to the City.

The program would be available not only to property owners but also to downtown business tenants making substantial improvements to leased spaces, provided the property owner consents and appropriate security measures are in place.

To protect taxpayers, all loans would be secured by recorded instruments, development agreements, or other collateral approved by the City Attorney. Funding would be distributed on a reimbursement basis only after approved work is completed and verified.

The ordinance limits annual program funding to \$100,000 unless otherwise authorized by Council and includes strong non-appropriation language to ensure the program does not create municipal debt or obligate future Councils to continue funding.

Based on similar programs implemented throughout South Carolina, each public dollar invested often leverages several dollars of private investment. Assuming full utilization of the annual \$100,000 allocation, the program could support four projects annually at the maximum funding level and potentially generate at least \$200,000 in direct private investment each year, with significantly higher leverage possible for larger redevelopment projects.

The program is intended to serve as a long-term economic development tool that encourages reinvestment in downtown properties, improves the appearance and functionality of commercial buildings, increases property values, supports small businesses, promotes tourism, expands the tax base, and advances Council's ongoing efforts to revitalize Downtown Pickens.

Below are the basic proposed details followed by a draft ordinance:

- \$25,000 minimum private match
- \$25,000 maximum City forgivable loan
- \$100,000 annual appropriation cap
- Hospitality tax + other legally available funds
- Leasehold participation with owner consent
- Full non-appropriation (no debt creation) protections

ORDINANCE NO. _____

AN ORDINANCE ESTABLISHING THE CITY OF PICKENS DOWNTOWN REVITALIZATION FORGIVABLE LOAN PROGRAM; PROVIDING FOR ELIGIBLE APPLICANTS INCLUDING PROPERTY OWNERS AND LEASEHOLD BUSINESS OWNERS; ESTABLISHING PROGRAM PURPOSE, ELIGIBILITY REQUIREMENTS, LOAN TERMS, SECURITY, FORGIVENESS, REPAYMENT OBLIGATIONS, FUNDING SOURCES, ANNUAL APPROPRIATION LIMITATIONS, NON-APPROPRIATION PROTECTIONS, AND ADMINISTRATIVE PROCEDURES

WHEREAS, The City Council of the City of Pickens finds that investment in the Downtown Business District promotes economic development, job creation, private reinvestment, historic preservation, improved public safety, increased property values, and expansion of the municipal tax base; and

WHEREAS, The City Council finds that leveraging limited public funds to encourage private investment is a proper public purpose; and

WHEREAS, The City Council desires to establish a structured matching forgivable loan program to support downtown redevelopment and rehabilitation; and

WHEREAS, The City finds that such program is authorized under South Carolina law and constitutes a valid exercise of municipal authority;

NOW, THEREFORE, BE IT ORDAINED by the Mayor and City Council of the City of Pickens, South Carolina:

SECTION 1. ESTABLISHMENT OF PROGRAM

There is hereby created the **City of Pickens Downtown Revitalization Forgivable Loan Program**("Program").

The purpose of the Program is to encourage private investment in downtown properties through matching forgivable loans that support rehabilitation, redevelopment, code compliance, accessibility improvements, historic preservation, housing creation, and economic development.

SECTION 2. DEFINITIONS

Downtown Business District

Area designated by City Council resolution.

Eligible Property

Any commercial or mixed-use property located within the Downtown Business District.

Property Owner

Fee simple owner of Eligible Property.

Leasehold Business Owner

A business operating under a valid written lease within an Eligible Property.

Eligible Applicant

Shall include:

1. Property Owner; or
2. Leasehold Business Owner with written consent of Property Owner and compliance with Program requirements.

Private Match

Qualified private funds invested in eligible project costs.

Forgivable Loan

A zero-interest loan subject to forgiveness over a ten (10) year period.

SECTION 3. ELIGIBILITY REQUIREMENTS

Applicants must:

- A. Own or legally occupy an Eligible Property;
- B. Be current on all City and County taxes, fees, and assessments;
- C. Have no unresolved municipal code violations unless approved by Council;
- D. Demonstrate financial capacity to complete the project;
- E. Submit required application documentation.

Leasehold Applicants Additional Requirements

Leasehold Business Owners must provide:

1. Written Property Owner consent;
2. Copy of lease agreement;
3. Evidence of lease term sufficient for project viability;
4. Acknowledgment of Program terms by Property Owner;
5. Required security instruments as determined by the City.

SECTION 4. ELIGIBLE IMPROVEMENTS

Eligible uses include:

- Façade restoration and storefront improvements
- Structural rehabilitation
- Roof, HVAC, electrical, and plumbing systems
- Fire suppression and life safety upgrades
- ADA accessibility improvements
- Code compliance work
- Upper-story residential conversion
- Mixed-use redevelopment
- Historic preservation
- Site and exterior improvements

SECTION 5. INELIGIBLE EXPENDITURES

Program funds shall not be used for:

- Operating expenses
- Inventory or movable equipment
- Debt refinancing
- Property acquisition
- Working capital
- Routine maintenance
- Non-permanent personal property

SECTION 6. MATCHING REQUIREMENT

Applicants must invest a minimum of **Twenty-Five Thousand Dollars (\$25,000.00)** in eligible private funds.

The City may provide a matching forgivable loan up to **Twenty-Five Thousand Dollars (\$25,000.00)** per project.

City participation shall not exceed fifty percent (50%) of total eligible project costs.

SECTION 7. LOAN TERMS

Each loan shall:

- A. Bear no interest;
- B. Have a term of ten (10) years;
- C. Be evidenced by a Promissory Note;
- D. Be subject to a Development Agreement;
- E. Be secured by recorded instruments acceptable to the City Attorney.

SECTION 8. SECURITY

Property Owner Projects

Secured by a recorded mortgage or deed of trust.

Leasehold Projects

Secured by one or more of the following:

- Property Owner consent agreement
- Tenant improvement lien or security interest
- Personal guaranty (if required)
- Subordinate mortgage (if applicable)

SECTION 9. FORGIVENESS SCHEDULE

Loan principal shall be forgiven as follows:

Year	Forgiveness
1	10%
2	20%
3	30%
4	40%
5	50%
6	60%
7	70%
8	80%
9	90%
10	100%

Upon completion of ten (10) years, the loan shall be fully forgiven.

SECTION 10. TRANSFER OF PROPERTY

Any sale, transfer, or conveyance of an Eligible Property prior to full forgiveness shall:

1. Trigger immediate repayment of the remaining unpaid balance;
2. Require payment at closing;
3. Maintain City lien until satisfied.

Transfers of more than fifty percent (50%) ownership interest in an entity shall be treated as a transfer of the property unless approved by City Council.

SECTION 11. LEASE TERMINATION

If a Leasehold Business Owner:

- Vacates the premises
- Terminates lease
- Is evicted
- Ceases operations

prior to full forgiveness, the remaining balance shall become immediately due.

Council may waive repayment if:

1. Improvements remain with the property; and
2. Public benefit continues; and
3. Waiver serves the public interest.

SECTION 12. DEFAULT

Events of default include:

- Fraud or misrepresentation
- Failure to complete project
- Tax delinquency exceeding 12 months
- Code violations unresolved after notice
- Violation of Program agreements

SECTION 13. APPLICATION AND APPROVAL

Applications shall be reviewed by staff and approved by City Council.

Council may approve, deny, or condition any application.

SECTION 14. DISBURSEMENT

Funds shall be reimbursed only after:

- Completion of approved work
- Submission of invoices and proof of payment
- Final inspection approval

Progress payments may be authorized by Council for larger projects.

SECTION 15. FUNDING SOURCES

Program funding may be derived from:

- Hospitality tax revenues (where legally permissible)
- Other legally available municipal funds
- General fund appropriations
- Economic development or grant funds

SECTION 16. ANNUAL APPROPRIATION LIMITATION

This Program is subject to annual appropriation by City Council.

Annual funding shall not exceed **One Hundred Thousand Dollars (\$100,000.00)** unless modified by Council.

No applicant shall have a vested right to funding beyond the fiscal year appropriated.

SECTION 17. NON-APPROPRIATION / NO DEBT CLAUSE

This Program and all related agreements:

- Do not constitute a debt of the City
- Do not pledge the full faith and credit of the City
- Do not create a multi-year financial obligation

Failure to appropriate funds in any fiscal year shall:

- Not constitute breach of contract
- Not create liability
- Not give rise to damages or claims

All obligations are expressly subject to annual appropriation.

SECTION 18. ADMINISTRATION AND REPORTING

The City Administrator shall administer the Program and provide an annual report to Council detailing:

- Projects funded
- Private investment leveraged
- City funds expended
- Outstanding loan balances
- Economic impact metrics

SECTION 19. SEVERABILITY

If any provision is held invalid, remaining provisions shall remain in full force and effect.

SECTION 20. EFFECTIVE DATE

This Ordinance shall become effective upon second reading and adoption.

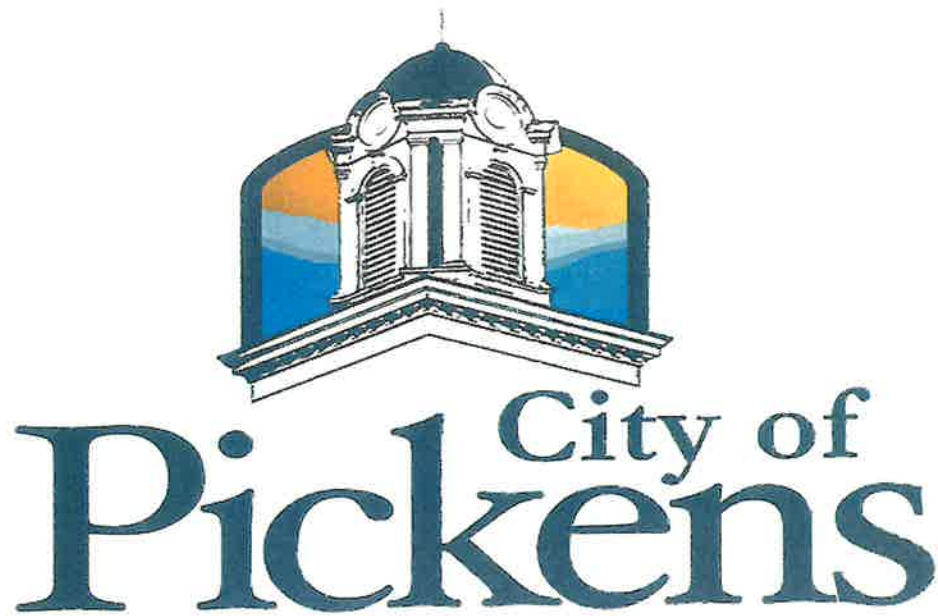
ADOPTED this ____ day of _____, **20**.

CITY OF PICKENS, SOUTH CAROLINA

Mayor

ATTEST:

Clerk



**DOWNTOWN COMMERCIAL REVITALIZATION
FORGIVABLE LOAN PROGRAM
APPLICATION PACKET**

Purpose

This program is intended to encourage private investment in eligible downtown commercial properties by assisting with exterior, interior, life-safety, accessibility, and code-related improvements. Funding is structured as a loan that may be forgiven when all program requirements are satisfied.

Applicant / Business Name _____	City Staff Use _____
Property Address _____	Application No. _____
Primary Contact _____	Date Received _____
Application Date _____	Reviewer _____

Submit the completed packet and all required attachments to the City of Pickens.

Incomplete applications may be held or returned until all required information is provided.

Program intent. The City may provide forgivable loan assistance for eligible improvements to qualifying commercial properties and businesses within the designated program area. Awards are subject to available funding, City approval, execution of required agreements, and successful completion of the approved work.

No work before approval. Do not begin construction, order materials, or incur reimbursable project costs before receiving written authorization from the City unless the City expressly approves otherwise in writing.

Competitive and discretionary. Submission of an application does not guarantee funding. The City may approve, deny, defer, reduce, or condition an award based on program priorities, funding availability, project readiness, public benefit, and compliance with applicable laws and policies.

Reimbursement and documentation. Approved funds will generally be disbursed only after eligible work is completed, inspected, and supported by invoices, proof of payment, photographs, permits, and other documentation requested by the City.

Forgiveness. Loan forgiveness is contingent upon the recipient maintaining compliance with the executed loan agreement for the required term. Sale, transfer, closure, relocation, failure to maintain improvements, default, or other noncompliance may cause all or part of the outstanding balance to become due.

- ☐ Completed and signed application
- ☐ Property owner authorization, if applicant is a tenant
- ☐ Detailed project scope and narrative
- ☐ Itemized project budget
- ☐ At least two contractor/vendor estimates when reasonably available
- ☐ Current photographs of all proposed work areas
- ☐ Concept drawings, plans, product sheets, or color/material samples, as applicable
- ☐ Evidence of site control (deed, lease, or owner authorization)
- ☐ Business license and good-standing confirmation, if applicable
- ☐ Proof of property and liability insurance, if requested
- ☐ Disclosure of other public funding or incentives
- ☐ Any required permits, design review approvals, or historic review materials

Legal Applicant Name	Business / Trade Name
Mailing Address	City, State, ZIP
Primary Contact	Title
Telephone	Email
Business Entity Type	State of Organization
Federal Tax ID (last four digits only)	City Business License No.
Years in Business	Number of Employees

☐ Applicant is the property owner ☐ Applicant is a tenant ☐ Other: _____

Property Street Address	Tax Map / Parcel Number
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Property Owner Name	Owner Telephone / Email
Current Property Use	Proposed Property Use
Year Constructed (if known)	Vacant or Occupied
Historic District / Designation (if applicable)	Zoning District
Known Code Violations or Outstanding Permits	Estimated Project Start Date

Brief project summary
Existing conditions and need for the project
Expected public benefit, downtown impact, or business impact

☐ Façade repair or restoration	☐ Exterior painting, masonry, storefronts, doors, or windows
☐ Awnings, canopies, signage, or exterior lighting	☐ Roof, drainage, or weatherproofing work tied to building preservation
☐ Interior rehabilitation necessary for commercial occupancy	☐ Electrical, plumbing, HVAC, or fire/life-safety improvements
☐ Accessibility improvements	☐ Code correction or structural stabilization
☐ Professional design, engineering, or architectural services directly related to approved work	☐ Other eligible improvement:

Work Item / Description	Contractor or Vendor	Estimated Cost	Applicant Funds	Loan Funds Requested
TOTAL	\$	\$	\$	\$

Requested City forgivable loan amount: \$_____ Total project cost: \$_____

Other grants, loans, tax credits, or public incentives requested or awarded for this project:

Describe source, amount, and status

Milestone	Anticipated Date	Status / Notes
Design / Scope Finalized		
Permits / Approvals		
Contractor Selection		
Construction Start		
Substantial Completion		

- ☐ Detailed contractor estimates or bids
- ☐ Photographs showing existing conditions
- ☐ Plans, sketches, elevations, specifications, or product information
- ☐ Property deed, lease, or owner authorization
- ☐ Proof of insurance, if requested
- ☐ Business license and tax-status documentation, if requested
- ☐ W-9 or vendor registration form, if requested
- ☐ Other documentation required by City staff

- ☐ I certify that the information in this application and its attachments is true, complete, and accurate to the best of my knowledge.
- ☐ I understand that submission of this application does not create a right to funding and that the City may approve, reject, modify, or condition any award.
- ☐ I understand that work undertaken before written authorization may be ineligible for reimbursement.
- ☐ I agree to obtain all required permits and approvals and to comply with applicable building, fire, zoning, historic preservation, accessibility, procurement, licensing, and other legal requirements.
- ☐ I authorize City representatives to inspect the property and proposed or completed work at reasonable times for application review, progress verification, reimbursement, and compliance monitoring.
- ☐ I understand that payment will require documentation acceptable to the City, which may include contracts, invoices, canceled checks or other proof of payment, lien waivers, photographs, inspection approvals, and certificates of occupancy or completion.

- ☐ I understand that an approved award will require execution of a promissory note, forgivable loan agreement, and any security or other documents required by the City before funds are disbursed.
- ☐ I agree to maintain the funded improvements and remain in compliance during the forgiveness period. I understand that default may result in repayment of some or all outstanding funds.
- ☐ I certify that neither the applicant nor the property owner is delinquent on City taxes, fees, utility charges, licenses, permits, or other obligations, unless disclosed and resolved to the City's satisfaction.
- ☐ I authorize the City to verify information contained in this application and to obtain information reasonably necessary to evaluate eligibility and compliance.

Applicant Signature _____	Date _____
Printed Name _____	Title _____
Co-Applicant / Authorized Representative Signature _____	Date _____
Printed Name _____	Title _____

I am the owner or authorized representative of the owner of the property identified in this application. I authorize the applicant to submit this application and, if approved, to complete the proposed improvements. I authorize City representatives to enter the property at reasonable times for review, inspection, documentation, and compliance monitoring. I understand that the City may require the owner to execute additional loan, covenant, lien, or other documents as a condition of funding.

Property Owner Legal Name	Entity Type, if applicable
Authorized Representative	Title
Mailing Address	Telephone / Email
Owner Signature	Date
Notary or Witness, if required by final agreement	Date

Disclose any relationship between the applicant, property owner, contractor, vendor, City official, or City employee that could reasonably be perceived as a conflict of interest. Also disclose any pending litigation, bankruptcy, tax lien, code enforcement action, foreclosure, or other matter that may affect the project or property.

Disclosure

Application complete	☐ Yes ☐ No
Property within eligible area	☐ Yes ☐ No
Applicant / property eligible	☐ Yes ☐ No
Scope eligible	☐ Yes ☐ No ☐ Partially
Required estimates received	☐ Yes ☐ No
Permits / design review required	☐ Yes ☐ No
Recommended eligible project cost	\$
Recommended award amount	\$
Recommended forgiveness term	
Conditions of approval	

Staff comments / scoring summary:

Staff Recommendation	☐ Approve ☐ Approve with Conditions ☐ Deny ☐ Defer
Reviewer Signature	Date
Approving Authority / Action	Date

Application / Agreement Number	Funding Source
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- ☐ Award letter issued
- ☐ Loan agreement executed
- ☐ Promissory note executed
- ☐ Security instrument or covenant executed, if required
- ☐ W-9 / vendor setup complete
- ☐ Permits and approvals verified
- ☐ Notice to proceed issued
- ☐ Progress or final inspection completed
- ☐ Invoices and proof of payment received
- ☐ Lien waivers received, if required
- ☐ Before-and-after photographs received
- ☐ Final reimbursement approved
- ☐ Forgiveness monitoring entered into City records

Important: This application packet is an administrative form and does not replace the final program guidelines, award letter, promissory note, forgivable loan agreement, mortgage or covenant, procurement requirements, or other legal documents adopted or required by the City of Pickens.