

Mayor
FLETCHER PERRY

City Council

MAYOR PRO TEM, JIMMY DAVIS
ROBERT NEALY
ISAIAH SCIPIO
LOIS PORTER
DONNIE MCKINNEY



Administrator
Interim, Trey Eubanks

City Clerk
Donna Owen

**CITY COUNCIL REGULAR CALLED MEETING AGENDA
MONDAY OCTOBER 9, 6:00 PM
CITY HALL 219 PENDLETON STREET
PICKENS, SOUTH CAROLINA**

1. WELCOME AND CALL TO ORDER:
2. INVOCATION AND PLEDGE OF ALLEGIANCE:
3. COMMENTS FROM CITIZENS: (First meeting of the month)
4. APPROVAL OF MINUTES:
 - a) Special Called Meeting, September 7, 2023
 - b) Regular Called Work Session Meeting, September 25, 2023
5. ADMINISTRATIVE UPDATE:
6. FIRST READING OF ORDINANCE NO. 2023-14 TO AMEND SECTION 14-4 GARBAGE CONTAINERS:
7. FIRST READING OF AN ORDINANCE NO. 2023-15 FOR THE REZONING OF PROPERTY HERIN DESCRIBED, AND TO AMEND THE OFFICIAL ZONING MAP OF THE CITY OF PICKENS, SC: 567 HAMPTON AVE:
8. APPROVAL OF CONTRACTS BETWEEN THE CITY AND THE CHAMBER AND THE CITY AND BLUE LION DIGITAL:
9. APPROVAL OF PROPOSED FEES FOR RECREATION:
10. ADJOURNMENT:

**Special called City Council Meeting
September 7, 2023
6:00 P.M.**

Mayor Perry and City Council met for a special called meeting in the Council Chambers at City Hall 219 Pendleton Street, Pickens S.C. Agendas were posted and sent to media on September 6, 2023.

Council Members in attendance:

Mayor Fletcher Perry
Council Member Jimmy Davis, Mayor Pro-Tem
Council Member Lois Porter
Council Member Robert Nealy
Council Member Isaiah Scipio

Staff:

City Attorney, Daniel Hughes
Police Chief, Randal Beach
Fire Captain, Rodney Crenshaw

WELCOME AND CALL TO ORDER:

Mayor Perry called the meeting to order and welcomed those in attendance. Council Member Isaiah Scipio gave the Invocation and followed with the Pledge of Allegiance.

PROCLAMATION TO PROCLAIM SEPTEMBER 17TH -23RD CONSTITUTION WEEK:

>>Mayor Perry read the Proclamation to Proclaim the week of September 17th as Constitution Week. Ann Kilpatrick and Carolyn Yarbrough were in attendance and received the proclamation.

(the minutes are not verbatim; a full video and recording can be found on the City Website and Facebook page)

COMMENTS FROM CITIZENS:

Citizens Pam Winter, Larry Martin, and Jessica Massey came before Council to express their opposition to a development in the Wolf Creek School Road and Mauldin lake Road area of Pickens. Larry Martin gave the Council a petition from citizens who were also opposed. The citizens stated they were not opposed to housing being in this area, but they were opposed to the density of the sub-division plan. Citizens expressed the importance for studied growth, and gave examples regarding traffic, schools, sidewalks, and other infrastructure. The request was for Council to not pass the annexation ordinance that is on the agenda and to seek more information regarding the sub-division plans.

Ernistine Wilson- Ms. Wilson gave thanks for the assistance regarding overgrowth on property. Ms. Wilson also stated she was opposed to the Council Members who voted to allow severance pay for the previous administrator. Ms. Wilson stated when a person leaves employment, they should not receive taxpayers' money.

Lisa Welch- Ms. Welch announced the 2024 dates for the Pickens Azalia Festival would be April 26th -27th and this will be the festival's 40th anniversary.

Coretta Arnold- Ms. Arnold stated she still had concerns with the water on Secona from Dean Street regarding dangerous flooding due to ditches not being cleaned out. Ms. Arnold also stated thanks for the work that was completed on Secona, but the runoff still needs additional work. Ms. Arnold stated she was having problems with the fact that the City is not picking up construction & demolition, therefore this forces trips to the landfill, and the trips to the landfill are limited.

Edwina Long – Ms. Long stated she had several items to state. She did not think the Administrator should have more power in the than the Mayor of our town. Ms. Long stated she believed everything needs to be transparent so that citizens can ask questions and voice their opinions. Ms. Long gave the example of money being spent for the Trump Rally, and now citizens may have to pay that money back through increased taxes or water. Ms. Long stated she was opposed to the council allowing severance pay for a person who resigned, and further stated this was not appropriate oversight of taxpayer's money.

APPROVAL OF MINUTES:

>>Motion was made by Council Member Lois Porter, seconded by Council Member Robert Nealy, and unanimously passed to approve the minutes as presented.

- a) Regular Meeting, August 14th, 2023
- b) Special Called Meeting, August 21st, 2023

FIRST READING OF ORDINANCE NO. 2023-13- ANNEXATION NORTH SIDE WOLF CREEK ROAD AND MAULDIN LAKE ROAD:

>>Council Member Isaiah Scipio stated he thought the council should listen to all the citizens and not rush this ordinance. Council Member Isaiah Scipio further made a motion to table the first reading of Ordinance No. 2023-13. Council Member Jimmy Davis seconded the motion, hearing no discussion. Motion passed with a unanimous vote.

>>after the vote to Table the above motion, it was brought to Council's attention that the developer of the Wolf Creek/Mauldin Lake Road property would like to speak. Attorney Hughes stated the Mayor could entertain a motion to suspend the rules and allow the developer to speak, however, the vote was complete.

Motion to Suspend the rules to Allow comments:

>> Motion was made by Council Member Isaiah Scipio, seconded by Council Member Jimmy Davis, and unanimously passed to suspend the rules to allow comments relating to the development of Wolf Creek/Mauldin Lake Road property. Attorney Hughes clarified the developer is being allowed to speak due to the suspension of the rules, but the vote has passed to Table the motion.

Mr. John Culbertson, BRD Land Investments thanked Council for allowing him to speak. Mr. Culbertson stated he did not realize this issue was anything but a simple annexation, and he

thought the process of looking at overall building project would be determined at the Planning Commission level. Mr. Culbertson stated the design for this project had erroneously been released and was placed on social media. This is unfortunate because BRD does not have a plan submitted for this project at this date. Mr. Culbertson concluded by stating he hoped all citizens would realize this error and allow the process of the reality for this project.

DISCUSSION REGARDING MOVING THE CITY COUNCIL MEETINGS TO THE SENIOR CENTER LOCATION:

Mayor Perry stated he would like to consider moving the Council Meetings to the location of the Senior Center in Pickens due to not having ample space for the citizens to be involved in meetings. Council requested more information as it relates to cost associated with internet connections and the ability to livestream.

>>Motion was made by Council Member Robert Nealy, seconded by Council Member Isaiah Scipio to table this until costs are communicated.

REQUEST FOR FUNDS-FIRST ANNUAL PICKENS APPALACHIAN FOLK FESTIVAL:

Debbie Gravely asked Council for permission to spend \$5000.00 of the \$10,000.00 that has been budgeted and set aside for the Appalachian Folk Festival.

>>Motion was made by Council Member Robert Nealy, seconded by Council Member Jimmy Davis, and unanimously passed to approve the expenditure as requested.

REQUEST FOR FUNDS- RIDE TO THE ROCK:

>>Motion was made by Council Member Jimmy Davis, seconded by Council Member Lois Porter and unanimously passed to fund Ride to the Rock the same as last year at \$600.00.

CONVENE INTO EXECUTIVE SESSION TO DISCUSS PERSONNEL AND CONTRACTUAL MATTERS REGARDING INTERIM CITY ADMINISTRATOR AND FY 2023/24 BUDGET AND TO RECEIVE LEGAL ADVICE REGARDING SAME AS ALLOWED BY S.C. CODE SECTION 30-4-70 (A)(1) AND S.C. CODE SECTION 30-4-70(A)(2).

>>Motion was made by Council Member Isaiah Scipio, seconded by Council Member Jimmy Davis, and unanimously passed to convene into executive session for the stated purposes.

RECONVENE IN PUBLIC SESSION:

>>Motion was made by Council Member Isaiah Scipio, seconded by Council Member Lois Porter, and unanimously passed to reconvene in public session.

ACTION AS IT RELATES TO EXECUTIVE SESSION:

1) Contract Interim Administrator:

>>Motion was made by Council Member Isaiah Scipio, seconded by Council Member Jimmy Davis, and unanimously approved to contract with Trey Eubanks to provide the services as Interim Administrator.

2) Authorize the Finance Director to enter into a contract with Greene/Finney to provide an audit for the last (2) years.

>>Motion was made by Council Member Isaiah Scipio, second by Council Member Jimmy Davis, and unanimously passed the authorize the Finance Director to contract with Greene/Finney for a (2) year audit.

ADJOURNMENT:

Hearing no further business, motion to adjourn was made by Council Member Lois Porter, seconded by Council Member Jimmy Davis, and unanimously passed. Pickens City Council stood adjourned at 8:30p.m.

Respectfully Submitted:

Approved:

Donna F. Owen, City Clerk

Mayor Fletcher Perry

**Regular called City Council Work Session Committee of the Whole
September 25, 2023
6:00 P.M.**

Mayor Pro-Tem Jimmy Davis and City Council met in Council Work Session Committee of the Whole in the Council Chambers at City Hall 219 Pendleton Street, Pickens S.C. Agendas were posted and sent to media on September 20, 2023.

Council Members in attendance:

Council Member Jimmy Davis, Mayor Pro-Tem
Council Member Lois Porter
Council Member Robert Nealy
Council Member Isaiah Scipio
Absent- Mayor Fletcher Perry

Staff:

Interim Administrator, Trey Eubanks
Police Chief, Randal Beach
Fire Captain, Rodney Crenshaw
Finance Director, Mandy Hess
Johnathan Morris, Recreation
Drew Langston, CWS Project Manager
Meloni Davis, Municipal Judge

WELCOME AND CALL TO ORDER:

Mayor Pro Tem, Jimmy Davis called the meeting to order and welcomed those in attendance. Noted was the absence of Mayor Perry. Council Member Isaiah Scipio gave the Invocation and followed with the Pledge of Allegiance.

COMMENTS FROM CITIZENS:

- 1) Donna Mansell- Ms. Mansell discussed the need for street lighting on Wilford Street and also discussed the road repair on Wesley Street.
- 2) Pam Winters – Ms. Winters stated she has requested several documents as it relates to the previously discussed annexation. Ms. Winters pointed out that Council has adopted a Comprehensive Plan that discusses controlled developments, and these plans should be considered when discussing annexation and developments.

(The minutes are a synopsis of the meeting, and a full viewing and recording of the meeting is available on the City of Pickens Webpage and Facebook. Also, a full agenda packet with detailed departmental reports are available).

DEPARTMENTAL REPORTS COMMITTEE OF THE WHOLE:

The Administrator and each Department Head went over the reports in the agenda packet and council had an opportunity to ask questions. The Administrator and Department heads each spoke about current issues, future events, as well as problem issues and items for Council and the public to be aware of and to consider.

- a. ADMINISTRATIVE – Finance, Planning, Court, Public works
- b. POLICE DEPARTMENT

- c. FIRE DEPARTMENT
- d. RECREATION
- e. UTILITY

Appointment of Municipal and Assistant Judge and Oath of Office:

Motion was made by Council Member Isaiah Scipio, seconded by Council Member Lois Porter, and unanimously passed to appoint Ms. Meloni Davis as the Municipal Judge and Ms. Peggy Caldwell as the assistant. Municipal Judge Davis and Assistant Judge Caldwell were sworn in by Jimmy Davis, Mayor Pro-Tem.

Discussion of the Following: Relocating the Council Meeting-Mayor Pro-Tem Davis ask if there was a motion to take the following item off the table for discussion of relocating the City Council Meetings. >>Council Member Isaiah Scipio moved to discuss moving the Council meeting and to take the item off the table. The motion did not receive a second and could not be held for discussion.

Adjournment:

Hearing no further business of the Council. Mayor Pro-Tem, Jimmy Davis called for the motion to adjourn. Motion was made by Council Member Lois Porter, seconded by Council Member Isaiah Scipio, and unanimously passed. Pickens City Council stood adjourned at 6:45 P.M.

Respectfully Submitted:

Approved:

Donna F. Owen, City Clerk

Jimmy Davis, Mayor Pro-Tem



TO: Mayor & Council
FROM: Trey Eubanks, Interim Administrator
DATE: October 3, 2023
RE: Items for October 9 Council Meeting

Please note the following:

- Mayor Perry, Mandy and I had a good discussion with our auditors on October 2nd to prepare for the FY 2022 audit. Mandy is compiling information they requested, and they will get started in earnest on October 16th.
- The Planning Commission is reviewing an R20 Zoning Classification at their October 10th Planning Commission meeting. A public meeting on the Mauldin Road annexation can take place following the planning commission meeting and Council could be in a position to consider the annexation on first reading on October 23rd.
- Duke Energy has started a work order to repair/replace the streetlights on Wiford Street that were mentioned during the September 25th Council Meeting. Duke is including all the streetlights out on Rogers Lane as well.
- We have two public works employees that are currently classified as storm water technicians. We also had a part time storm water technician, Danny Riddle, that recently retired. These stormwater techs are currently operating without direct supervision. Staff believes a better alignment is to assign them to current supervisors. Brian Townsend would move to Grounds and work under supervisor Francisco Mendoza and Robbie Goff would move to Streets and work under supervisor Bryon Patterson. If Council is okay with this we will make this reclassification effective October 10th.
- Following a review of our Series 2021 Revenue Bond ordinance, our bond council has determined that an amendment is unnecessary. If there is no objection from the Council, we will proceed with using the proceeds from this bond to purchase the backhoe. Following is the statement from our Bond Counsel:

In preparing the ordinance to authorize the use of bond proceeds for fund equipment purchases for the utility system, I took a second look at the bond authorization in the Series Ordinance, specifically the definition of the "2021 Project" at Section 1.01(e). That definition is incorporated by reference

into the purposes for which the 2021 Bonds were issued, and for which the proceeds of the 2021 Bonds may be used. That definition is to "recoup or defray all or a portion of the costs of the planning, development, and construction of improvements and additions to the System, to consist of water line replacements and the addition of water storage capacity, along with other capital needs of the System." (emphasis added)

The underlined language is what we would typically include as a catch-all to allow the issuer the flexibility to use bond proceeds on effectively any capital cost of the System. In this case, that definitely includes capital equipment. For clarification, when we originally spoke, and when I sent the email below, I was looking at some different language in the Series Ordinance at Section 1.01(b), which is quoting some general language from the Master Bond Ordinance.

To be clear, by this email I'm reversing my advice at #2 in the email below. City Council does not need to take any action for the City to spend proceeds of the 2021 Bonds on capital equipment. That includes recouping the costs of any capital equipment that the City has purchased since the issuance of the 2021 Bond on July 20, 2021 (and perhaps an earlier date, which we can discuss if necessary). Sorry for any confusion that I caused. Please let me know if you have any further questions.

Thanks,

C.D.

Sec. 14-4. Garbage containers.

- (a) *Residential.* All garbage, trash or other waste material shall be placed in a plastic bag at the curbside in front of the respective residence. Garbage, trash or waste material shall be placed in the pickup area no earlier than the night before the scheduled pickup day for that area, as established by the sanitation department. No bag shall be placed at curbside weighing more than thirty (30) pounds. Pickup shall begin at 7:00 a.m. on scheduled pickup days.
- (b) *Business.* All garbage, trash or other waste material shall be placed in a dumpster or roll cart container and placed at the rear of the building at the alley or, if no alley, at a location approved by the sanitation superintendent. All trash, refuse, or waste must be in the dumpster or roll cart. No trash outside of these containers will be collected. Dumpsters are limited to a capacity of one thousand five hundred (1,500) pounds. Roll carts are limited to a capacity of one hundred fifty (150) pounds. Any dumpsters or roll carts exceeding this weight limit will not be serviced and must be brought into compliance before collection resumes. The first dumpster or roll cart/carts will be issued by the city. Any additional dumpsters or roll carts must be approved by the sanitation department. The business owner must replace any lost, stolen or damaged dumpsters or roll carts. Dumpsters and roll carts must be accessible between 4:00 a.m. and 3:00 p.m. Monday—Friday. The collection site must be kept clean from any scattered or loose debris by the property owner. Other waste material may be collected, provided the type and method of collection are approved by the sanitation superintendent.
- (c) *Liquids.* All garbage and refuse shall be drained of liquid to less than ten (10) percent of total volume weight before being deposited for collection.
- (d) *Care and Replacement.* The roll cart and its care will be the resident's responsibility. It should be cleaned regularly and kept closed to keep water out. Roll carts must be stored beside or behind the house or in an enclosure. At the discretion of the Public Works Director or his or her designee, carts that become damaged, through no fault of the city, may be required to be replaced at a fee set forth by City Council in the annual budget process. Lost or stolen carts must be reported to the city immediately. A refurbished or new cart will be provided to replace the lost or stolen cart. Should the cart become damaged from use or collection, the city shall replace the cart with a refurbished or new cart or repair the cart.
- (e) *Collection Assistance.* Due to medical necessity or hardship, assistance service may be available if the following conditions are met.
 1. *The City Approved Assistance Form is completed by both the applicant and their physician. These forms can be found on the city website, picked up from City Hall, or a request can be made to the city personnel service provider. A handicap parking placard may be presented in place of physician's statement.*
 2. *All terms and conditions of the City Approved Assistance Form are met.*

(Code 1977, § 9-4; Ord. No. 92-5, 5-4-92; Ord. No. 96-2, 2-5-96; Ord. No. 98-13, 8-17-98; Ord. No. 2012-05, 4-2-12; Ord. No. 2013-05, 5-6-13)

State of South Carolina }
County of Pickens }
City of Pickens }

Ordinance Number 2023-15

**AN ORDINANCE ASSENTING TO THE REZONING OF THE PROPERTY HEREIN
DESCRIBED, AND TO AMEND THE OFFICIAL ZONING MAP
OF THE CITY OF PICKENS, SOUTH CAROLINA**

Whereas, the City of Pickens has adopted an Official Zoning Ordinance in accordance with South Carolina State Enabling Legislation, as included in Title VI, Chapter 29 of the South Carolina Code of Laws, for the purpose of promoting the public health, safety, and general welfare of the community; and

Whereas, the City Council of the City of Pickens realizes the need to update the Zoning Map for the City of Pickens when rezoning requests occur; and

Whereas, the City of Pickens Official Zoning Map, Zoning Ordinance, and Future Land Use Map will be used to guide land use decision making and the long-range development of the City; and

Whereas, the City of Pickens has recommended to the Planning Commission a rezoning for the parcel listed below, requesting the property be rezoned from RM-16 (Residential Multi Family) to GND (General Business District); and

Whereas, on September 12th, 2023, the Planning Commission considered the request in accordance with the current Official Zoning Map and the Future Land Use Map, and recommends the Pickens City Council adopt the rezoning of the parcel set forth herein and to amend the City of Pickens' Official Zoning Map to reflect these changes.

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

Section 1—The Council of the City of Pickens, South Carolina, finds and declares as the legislative body of the City that it is in the best interest of the citizens of the City to rezone the following parcels listed below from RM-16 to GBD:

Parcel # 4191-17-01-7140 located at 567 Hampton Avenue

Section 2—the parcel described in this Ordinance shall be rezoned upon final approval of this Ordinance as set forth herein, and the Official Zoning Map shall be amended to reflect these changes.

Attested:

Planning Commission 9/12/2023

First Reading

Public Hearing 9/12/2023

Second Reading

Mayor Fletcher Perry

Clerk to Council, Donna Owen



City of Pickens Planning Commission Meeting and Public Hearing
September 12th, 2023 5:30 PM
City Hall Council Chambers
Meeting Minutes
DRAFT

Board Members Present:
Derrick Craft
Megan Thomas
Candince Heatherly
Carol Anderson

Staff Present:
Jennifer Vissage

Opening Comments, Establishment of a Quorum

Chairperson Craft opened the meeting at 5:35 PM and stated that a quorum was established. Chairperson Craft made a statement that the agenda had been revised since the original one was posted and that the subdivision review would not be discussed at this meeting. He made the statement to make sure people in the audience were informed in case they attended to speak about the deleted agenda item.

Public Comments (general comments)

No one signed up for general public comment so no comments were received.

Review of May 9th, 2023 Meeting Minutes

Chairperson Craft reviewed the minutes from the May 9th meeting and asked if anyone had comments and revisions. No one did and Ms. Thomas made a motion to approve the May 9th meeting minutes. Ms. Anderson seconded the motion and board voted 4-0 to approve.

Rezoning Request - 567 Hampton Avenue (RM-16 to GBD)

Chairperson Craft opened the discussion about the rezoning request for 567 Hampton Avenue by Samuel Cox, Jr. The property owner would like to request the multifamily zone to general business district to allow commercial/retail properties. Mr. Alan Fortner for Land Design Planning represented the applicant and share the details with the board. The applicant would like to make the property to allow retail and commercial activity. At this time, there is no client but once the rezoning is approved, marketing for



clients will begin. Mr. Fortner believes a commercial use will be more beneficial and fit better on the property than the original plans on multifamily.

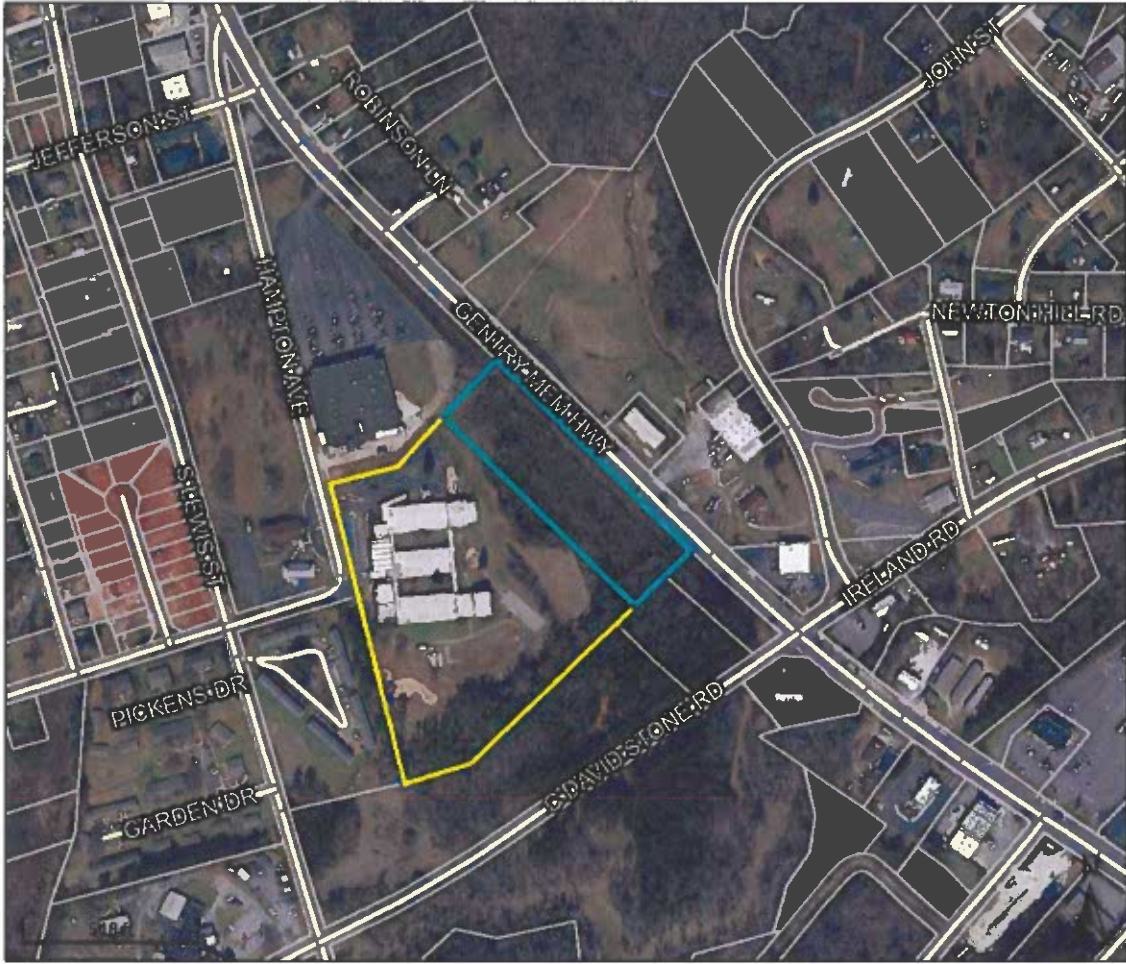
Mr. Fortner has spoken to SCDOT and there will be two entrances on Highway 8. SCDOT felt that the traffic impact would be less with commercial than will multifamily. The plan is make the property a two level (because of topography/grade of the land) in hopes of making it stand-alone buildings instead of a strip mall. However, the demand in the market will determine stand-alone or strip malls.

The public was given a chance to ask questions and Pam Winters asked if the property backs up to the elementary school. Mr. Fortner stated that it backs up but there is space between and buffers will be put in place. Chairperson Craft asked if there would be any retention ponds and if so, where would they be located. Mr. Fortner stated one would be located on the other side from the school. Chairperson Craft was concerned about safety of children and wanted to make sure fences and buffers would help with safety.

Chairperson Craft asked if there any further questions from the board and if not, is there a motion. Ms. Thomas made a motion to approve the rezoning request. Chairperson Craft asked if she would want any conditions and she asked for his opinion. Chairperson Craft wanted to make sure that the fence/buffers were made to safety for the kids. Mrs. Vissage stated that staff could look into it more and make sure everything is covered for safety. Ms. Heatherly seconded the motion and the board voted 4-0 to recommend the rezoning request of 567 Hampton Avenue.

Adjournment

There was further business so Mrs. Heatherly made a motion to adjourn the meeting and Ms. Thomas seconded the motion. The board voted 4-0 to adjourn the meeting at 6 PM.



Overview



Legend

- Parcels
- 911 Address
- Roads

Parcel ID	4191-17-01-7140	Account	Vacant	Ownership	JSCI HEATHERWOOD HEIGHTS LLC	Documents			
Account No	R0094105	Type	Land		1639 EARLS BRIDGE	Date		Price	
Property	567 HAMPTON AVE	Class	n/a		RD	1/23/2023		\$1	2497/1215
Address	PICKENS	Acreage	3.74		EASLEY, SC 29640-	n/a		\$	L
District	7-Pickens	LEA	0070		0000				
Brief	E/SIDE HAMPTON AVE	Code							
Tax Description	PLAT 617/48	Value	\$0						
	(Note: Not to be used on legal documents)								

Date created: 8/29/2023
 Last Data Uploaded: 8/29/2023 8:56:13 AM

Developed by **Schneider**
 GEOSPATIAL



TO: Mayor & Council
FROM: Trey Eubanks, Interim Administrator
DATE: October 2, 2023
RE: Blue Lion and Chamber Contracts

T.E.

Mandy and I had a very positive meeting with Bryan Owens, Principal of Blue Lion Digital LLC and the Executive Director of the Chamber of Commerce on September 26th. Bryan provided the Marketing and Event Management Report that I previously forwarded to the Council.

We also discussed the contracts between the City and the Chamber and the City and Blue Lion Digital. My understanding is that the Council was provided with these contracts in an agenda packet for a May Council Meeting; however, the Council never made a motion to approve the contracts.

Please consider a motion to approve these contracts at this time.

\$ 18,000 annual
\$30/hr

Statement of Work & Contract

Greater Pickens Chamber of Commerce, with its principal place of business at 222 W. Main St., Pickens, SC 29671 (hereinafter referred to as the "Contractor"),

and

City of Pickens, SC, with its principal place of business at 219 Pendleton St., Pickens, SC 29671 (hereinafter referred to as the "Company").

The Contractor and the Company shall be hereinafter referred to individually as a "Party" and collectively as "Parties".

1.0 Services Rendered

1.1 Scope

This Work Statement covers:

- The Greater Pickens Chamber of Commerce will perform event planning services for the City of Pickens, SC
 - Fixed Price Basis: The total cost for 36 months is \$54,000 or \$18,000 annually.
 - The Event Planning Coordinator will be budgeted 50 hours of work monthly over the course of 12 months at \$30 per hour and is billed on the first day of each month.
 - If any hours are not used during the month, these hours will be carried over to the next month and will expire at the end of that month.
 - All other requested event planning services not covered under the retainer will be billed at a rate of \$30 per hour.

Event Planning Services Deliverables

- The Greater Pickens Chamber of Commerce (Explore Pickens) will perform event planning services for the City of Pickens, SC
- Plan Amphitheater Events for period of contract
- Plan Doodle Market Events for period of contract
- Plan July 4th Event for period of contract
- Plan Christmas Parade for period of contract
- Plan Halloween Event for period of contract
- Plan other events as requested by the City of Pickens
- The Event Planning Coordinator will work closely with the City of Pickens and Greater Pickens Chamber of Commerce to ensure consistent branding and messaging.
- The City of Pickens will determine the budget for each event.
- The actual cost of each event (i.e. Acts, Groups, Audio/Visual Services, Permits, etc.) will be approved and paid for by the City of Pickens directly to the provider of those services.
- The Event Planning Services coordinator will work within the established budget to deliver the events.

2. Charges for Services Performed

2.1 Compensation Method for Digital Marketing Retainer

Fixed Price Basis: The total cost for 36 months is \$54,000 (fifty four thousand US Dollars). This allows 50 hours of work at \$30 per hour monthly and is billed on the first day of each month. If any hours are not used during the month, these hours will be carried over to the next month and will expire at the end of that month. All other requested content development, creative, etc. not covered under the retainer will be billed at a rate of \$30 per hour.

#	Fixed price payment amount	Period of payments
1	\$1,500 (one thousand five hundred Dollars and zero cents)	Bills on first day of each month for 10 months.

Time and Material Basis: Any changes to the initial requirements requested by the Company in the course of the project under this Work Statement shall be paid on the T&M basis at the rate of \$30.00 USD (thirty dollars) per hour. The cost estimates for all changes shall be subject to the Company's approval.

2.2 Schedule of Carrying Out the Services

In the event that we incur legal fees, costs and disbursements in an effort to collect our invoices, in addition to interest on the unpaid balance, you agree to reimburse us for these expenses.

2.3 Schedule of Carrying Out the Services

Project Start Date: up to 3 (three) business days after the Contractor receives the signed Statement of Work.

3. Property Rights

The rights to all intellectual property (documentation, content, etc.) created during this contract shall belong to Greater Pickens Chamber of Commerce until the submission of payment of all invoices. Upon the payment in accordance with this Work Statement, all intellectual property rights to the Services' result(s) shall be vested in the City of Pickens, SC.

4. Services and/or the Deliverables Acceptance Procedure

4.1 Deliverables are content as specified in 1.1 Scope.

4.2 All Deliverables shall be provided by Greater Pickens Chamber of Commerce to the City of Pickens, SC. The Services and/or the Services' result(s) shall be subject to acceptance by City of Pickens, SC within up to 5 (five) business days from delivery of Deliverables by Greater Pickens Chamber of Commerce. City of Pickens, SC shall notify Greater Pickens Chamber of Commerce about the acceptance of the Services' result(s). City of Pickens, SC shall provide to Greater Pickens Chamber of Commerce the Acceptance or the Defects Report. If no complaints regarding the quality of the work have been obtained by Greater Pickens Chamber of Commerce, the Services' result(s) shall be considered accepted by default. The Contractor shall fix defects, if any, within 24 hours of notification.

5.0 Cancellation of Plans

You have the right to modify, reject, cancel or stop any and all plans or work in process.

However, you agree to reimburse us for all costs and expenses we incurred prior to your change in instructions, and which relate to non-cancelable commitments, and to defend, indemnify and hold us harmless for any liability relating to such action. We agree to use our best efforts to minimize such costs and expenses.

6.0 Responsibilities of Greater Pickens Chamber of Commerce and City of Pickens, SC

6.1 Greater Pickens Chamber of Commerce's Responsibility for Releases

We shall obtain releases, licenses, permits or other authorization to use testimonials, copyrighted materials, photographs, art work or any other property or rights belonging to third parties obtained by us for use in performing services for you (If applicable).

6.2 City of Pickens, SC's Responsibility for Releases

You guarantee that all elements of text, images, or other artwork you provide are either owned by you, or that you have permission to use them.

6.3 City of Pickens, SC's Responsibility for Accuracy

You shall be responsible for the accuracy, completeness and propriety of information concerning your products and services which you furnish to us verbally or in writing in connection with the performance of this Agreement.

7.0 Confidentiality

Greater Pickens Chamber of Commerce acknowledges its responsibility, both during and after the term of its appointment, to use all reasonable efforts to preserve the confidentiality of any proprietary or confidential information or data developed by Greater Pickens Chamber of Commerce on behalf of City of Pickens, SC or disclosed by City of Pickens, SC to Greater Pickens Chamber of Commerce.

8.0 Term and Termination

8.1 Period of Agreement and Notice of Termination

This Agreement shall become effective immediately upon signing by and between Parties (herein and after referred to as the "Effective date") and shall continue until terminated by either party upon not less than 60 days' notice in writing given by either party to the other.

8.2 Termination for Cause

Either party to this Agreement may terminate the Agreement if the other party defaults in the performance of any of its material duties and obligations and the default is not cured within sixty(60) days of the receipt of notice of said default, or if the default is not reasonably curable within said period of time, unless the defaulting party commences cure within said period of time and diligently proceeds to cure the default.

In addition, either party may immediately terminate this Agreement by giving written notice to the other party if the other party is insolvent or has a petition brought by or against it under the insolvency laws of any jurisdiction, if the other party makes an assignment for the benefit of creditors, if a trustee, or similar agent is appointed with respect to any property or business of the other party, or in the case of City of Pickens, SC, if City of Pickens, SC materially breaches its obligations to make payment pursuant to this Agreement.

8.3 Payment for Non-Cancelable Materials

Any non-cancelable materials, services, etc., we have properly committed ourselves to purchase for your account, (either specifically or as part of a plan such as modules, photography and/or external services) shall be paid for by you, in accordance with the provisions of this Agreement. We agree to use our best efforts to minimize such liabilities immediately upon written notification from you. We will provide written proof, upon request of the City of Pickens, SC, that any such materials and services, are non-cancelable.

8.4 Materials Unpaid For

If upon termination there exists any materials furnished by us or any services performed by us for which you have not paid us in full, until such time as you have paid us in full you agree not to use any such materials, in whole or in part, or the product of such services.

8.5 Transfer of Materials

Upon termination of this agreement, provided that there is no outstanding indebtedness then owing by City of Pickens, SC to Greater Pickens Chamber of Commerce, Greater Pickens Chamber of Commerce shall transfer, assign and make available to City of

Pickens, SC all property and materials in its possession or control belonging to City of Pickens, SC. City of Pickens, SC agrees to pay for all costs associated with the transfer of materials.

9.0 General Provisions

9.1 Governing Law

This Agreement shall be governed and construed in accordance with the laws of the State of South Carolina.

9.2 Representations and Warranties

The parties each individually represent and warrant that each has full power and authority to enter into this Agreement and to perform all of their obligations hereunder without violating the legal or equitable rights of any third party.

9.3 Entire Agreement

Except as otherwise set forth or referred to in this Agreement, this Agreement constitutes the sole and entire Agreement and understanding between the parties hereto as to the subject matter hereof, and supersedes all prior discussions, agreements and understandings of every kind and nature between them as to such subject matter.

9.4 Severability


If any provision of this Agreement is held to be illegal, invalid, or unenforceable under any present or future law, then that provision will be fully severable. In such instance, this Agreement will be construed and enforced as if the illegal, invalid, or unenforceable provision had never comprised a part of this Agreement, and the remaining provisions of this Agreement will remain in full force and effect.


Agreed to and accepted by:

City of Pickens, SC Social Event Planning
Contract
May 3, 2023

City of Pickens, SC

Greater Pickens Chamber of
Commerce LLC

By: Charlene Carter
Title: City Administrator
Date: 7-10-2023
Signature: 

By: Bryan Owens
Title: Executive Director
Date: 5/3/23
Signature: 



City of Pickens, SC Social Media Marketing Contract
May 3, 2023

\$26,400
\$5shr

Statement of Work & Contract

Blue Lion Digital LLC, with its principal place of business at 711 James Road, Easley, SC 29642 (hereinafter referred to as the "Contractor"),

and

City of Pickens, SC, with its principal place of business at 219 Pendleton St., Pickens, SC 29671 (hereinafter referred to as the "Company").

The Contractor and the Company shall be hereinafter referred to individually as a "Party" and collectively as "Parties".

1.0 Services Rendered

1.1 Scope

This Work Statement covers:

In consultation with City of Pickens, SC, BLD will develop a digital marketing strategy with the following goals:

- Increase brand awareness
- Effectively Communicate City Administration Activity
- Effectively Communicate Tourism-focused Information
- Boost brand engagement

Deliverables

- Tailored Social Media Strategy: we will establish 12 month- goals and targets based on your company profile, organizational objectives, competitive landscape, and industry trends. We will set up metrics you can use to evaluate your progress and ROI.



- Media assets will have a consistent look and feel for brand consistency.
- 3x/week social media publishing.
- Video Production Services
 - Short videos will be produced to help communicate City and Tourism related messaging.
- Ongoing social media ad campaign production. Note: the fixed price does not include the advertising charged by Facebook, YouTube, etc. Client will be billed for those costs in addition to the monthly retainer.
- Monthly reporting on key digital marketing performance metrics and hold regularly scheduled meetings with City of Pickens, SC to review and discuss.
- Dedicated Project Manager.
- Personal consultations to understand your business, its needs, and your strategy.

- Fixed Price Basis: The total cost for 36 months (3 years) is \$79,200 (seventy nine thousand two hundred US Dollars) (\$26,400 annually). This allows 40 hours of work at \$55 per hour and is billed on the first day of each month. If any hours are not used during the month, these hours will be carried over to the next month and will expire at the end of that month. All other requested content development, creative, etc. not covered under the retainer will be billed at a rate of \$55 per hour.

2. Charges for Services Performed

2.1 Compensation Method for Digital Marketing Retainer

Fixed Price Basis: The total cost for 36 months (3 years) is \$79,200 (seventy nine thousand two hundred US Dollars) (\$26,400 annually). This allows 40 hours of work at \$55 per hour monthly and is billed on the first day of each month. If any hours are not used during the month, these hours will be carried over to the next month and will expire at the end of that month. All other requested content development, creative, etc. not covered under the retainer will be billed at a rate of \$55 per hour.

#	Fixed price payment amount	Period of payments
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City of Pickens, SC Social Media Marketing Contract
May 3, 2023

\$2,200 (two thousand two hundred dollars and zero cents)	Bills on first day of each month for 36 months.
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Time and Material Basis: Any changes to the initial requirements requested by the Company in the course of the project under this Work Statement shall be paid on the T&M basis at the rate of \$55.00 USD (eighty dollars) per hour. The cost estimates for all changes shall be subject to the Company's approval.

2.2 Schedule of Carrying Out the Services

In the event that we incur legal fees, costs and disbursements in an effort to collect our invoices, in addition to interest on the unpaid balance, you agree to reimburse us for these expenses.

2.3 Schedule of Carrying Out the Services

Project Start Date: up to 3 (three) business days after the Contractor receives the signed Statement of Work.

3. Property Rights

The rights to all intellectual property (documentation, content, etc.) created during this contract shall belong to Blue Lion Digital until the submission of payment of all invoices. Upon the payment in accordance with this Work Statement, all intellectual property rights to the Services' result(s) shall be vested in the City of Pickens, SC.

4. Services and/or the Deliverables Acceptance Procedure

4.1 Deliverables are content as specified in 1.1 Scope.

4.2 All Deliverables shall be provided by Blue Lion Digital to the City of Pickens, SC. The Services and/or the Services' result(s) shall be subject to acceptance by City of Pickens, SC within up to 5 (five) business days from delivery of Deliverables by Blue



City of Pickens, SC Social Media Marketing Contract
May 3, 2023

~~Blue Lion Digital: City of Pickens, SC shall notify Blue Lion Digital about the acceptance of~~
the Services' result(s). City of Pickens, SC shall provide to Blue Lion Digital the
Acceptance or the Defects Report. If no complaints regarding the quality of the work
have been obtained by Blue Lion Digital, the Services' result(s) shall be considered
accepted by default. The Contractor shall fix defects, if any, within 24 hours of
notification.

5.0 Cancellation of Plans

You have the right to modify, reject, cancel or stop any and all plans or work in process. However, you agree to reimburse us for all costs and expenses we incurred prior to your change in instructions, and which relate to non-cancelable commitments, and to defend, indemnify and hold us harmless for any liability relating to such action. We agree to use our best efforts to minimize such costs and expenses.

6.0 Responsibilities of Blue Lion Digital and City of Pickens, SC

6.1 Blue Lion Digital's Responsibility for Releases

We shall obtain releases, licenses, permits or other authorization to use testimonials, copyrighted materials, photographs, art work or any other property or rights belonging to third parties obtained by us for use in performing services for you (If applicable).

6.2 City of Pickens, SC's Responsibility for Releases

You guarantee that all elements of text, images, or other artwork you provide are either owned by you, or that you have permission to use them.

6.3 City of Pickens, SC's Responsibility for Accuracy

You shall be responsible for the accuracy, completeness and propriety of information concerning your products and services which you furnish to us verbally or in writing in connection with the performance of this Agreement.



7.0 Confidentiality

Blue Lion Digital acknowledges its responsibility, both during and after the term of its appointment, to use all reasonable efforts to preserve the confidentiality of any proprietary or confidential information or data developed by Blue Lion Digital on behalf of City of Pickens, SC or disclosed by City of Pickens, SC to Blue Lion Digital.

8.0 Term and Termination

8.1 Period of Agreement and Notice of Termination

This Agreement shall become effective immediately upon signing by and between Parties (herein and after referred to as the "Effective date") and shall continue until terminated by either party upon not less than 60 days' notice in writing given by either party to the other.

8.2 Termination for Cause

Either party to this Agreement may terminate the Agreement if the other party defaults in the performance of any of its material duties and obligations and the default is not cured within sixty (60) days of the receipt of notice of said default, or if the default is not reasonably curable within said period of time, unless the defaulting party commences cure within said period of time and diligently proceeds to cure the default.

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Any non-cancelable materials, services, etc., we have properly committed ourselves to purchase for your account, (either specifically or as part of a plan such as modules, photography and/or external services) shall be paid for by you, in accordance with the provisions of this Agreement. We agree to use our best efforts to minimize such



BLUELION

City of Pickens, SC Social Media Marketing Contract
May 3, 2023

~~liabilities immediately upon written notification from you. We will provide written proof,~~
upon request of the City of Pickens, SC, that any such materials and services, are non-cancelable.

8.4 Materials Unpaid For

If upon termination there exists any materials furnished by us or any services performed by us for which you have not paid us in full, until such time as you have paid us in full you agree not to use any such materials, in whole or in part, or the product of such services.

8.5 Transfer of Materials

Upon termination of this agreement, provided that there is no outstanding indebtedness then owing by City of Pickens, SC to Blue Lion Digital, Blue Lion Digital shall transfer, assign and make available to City of Pickens, SC all property and materials in its possession or control belonging to City of Pickens, SC. City of Pickens, SC agrees to pay for all costs associated with the transfer of materials.

9.0 General Provisions

9.1 Governing Law

This Agreement shall be governed and construed in accordance with the laws of the State of South Carolina.

9.2 Representations and Warranties

The parties each individually represent and warrant that each has full power and authority to enter into this Agreement and to perform all of their obligations hereunder without violating the legal or equitable rights of any third party.

9.3 Entire Agreement

Except as otherwise set forth or referred to in this Agreement, this Agreement constitutes the sole and entire Agreement and understanding between the parties hereto as to the subject matter hereof, and supersedes all prior discussions, agreements and understandings of every kind and nature between them as to such subject matter.



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City of Pickens, SC Social Media Marketing Contract
May 3, 2023

9.4 Severability

If any provision of this Agreement is held to be illegal, invalid, or unenforceable under any present or future law, then that provision will be fully severable. In such instance, this Agreement will be construed and enforced as if the illegal, invalid, or unenforceable provision had never comprised a part of this Agreement, and the remaining provisions of this Agreement will remain in full force and effect.

Agreed to and accepted by:

City of Pickens, SC

By: Charlene Carter

Title: City Administrator

Date: 7-10-2023

Signature: *Charlene Carter*

Blue Lion Digital LLC

By: Bryan Owens

Title: Principal

Date: 5/3/23

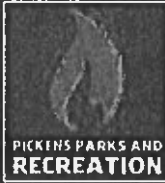
Signature: *Bryan Owens*



TO: Mayor & Council
FROM: Trey Eubanks, Interim Administrator
DATE: October 2, 2023
RE: Recreation Fees

Please find attached a cost comparison for recreation registration fees and rental fees compiled by our Recreation Director. This attachment also includes a proposed list of fees for our recreation department. This is followed by our current fees that are posted on our web site.

The proposed fees appear to be in line with other recreation departments in Pickens County. This proposal is offered for your consideration.



Cost Comparison:

Registrations:

Sport	Easley	Central-Clemson	Liberty
Football	\$90	\$60/\$90	\$60/\$85
Softball	\$80	\$30/\$45	\$60/\$85
Baseball	\$80	\$30/\$45	\$60/\$85
Basketball	\$80	\$60/\$90	\$60/\$85
Volleyball	\$80	\$30/\$45	\$45/\$70

Rentals:

Shelter	Easley	Central-Clemson	Liberty
Small Picnic Shelter	\$15/hour	\$25 - 3 hours	\$10/hour
Large Picnic Shelter		\$50 - 3 hours	
Gyms			\$100 1 st hour + \$50 for additional
Fields	\$15-\$40/hour	\$100 - 3 hours	\$200 1 st hour + \$50 for additional

Pickens:

	Proposed	Charged	Online
Registration	\$50/\$60	\$50/\$60	\$45/\$55
Shelter - Large	\$20/hour (\$20 Cleanup)		\$10/table/hour
Shelter - Small	\$10/hour		\$10/table/hour
Gyms	\$50/hour (\$30 Cleanup)		\$40/hour
Fields	\$20/hour - No lights \$30/hour - With lights	???	\$10/hour
Stadium	\$50/hour - No lights \$75/hour - With Lights	???	\$40/hour

** Additional \$50 per field for game ready paint and markers

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

864.878.2296
cityofpickens.com/rec

City of Pickens, SC

Recreation Facility Rentals

The City has several recreation facilities available for rental which include:

- Bruce Field (former High School Football Stadium)
- Recreation Department Gyms (545 Sangamo Road)
- Pickens Amphitheater (114 West Main Street)
- Shelter House at Jaycee Park (149 North Homestead Road)

To apply for a recreation facility rental, complete the City Facility Use Application with Agreement & Liability Waiver and submit to either the Recreation Department or City Hall. If interested in renting the Pickens Amphitheater, please complete the City of Pickens Amphitheater Use Application.

Schedule of Recreation Facility Fees

Single Gym Fees

Hours	Cost	Clean Up Fee	Total
2	\$80.00	\$50.00	\$130.00
3	\$120.00	\$50.00	\$170.00
4	\$160.00	\$50.00	\$210.00
5	\$190.00	\$50.00	\$240.00
6	\$220.00	\$50.00	\$270.00
7	\$250.00	\$50.00	\$300.00
8	\$280.00	\$50.00	\$330.00

Notes: 2 Hour Minimum; Maximum Daily Fee is \$330.00.

Double Gym Fees (2 Gyms Rented Simultaneously)

Hours	Cost	Clean Up Fee	Total
2	\$120.00	\$75.00	\$195.00
3	\$180.00	\$75.00	\$255.00
4	\$240.00	\$75.00	\$315.00
5	\$300.00	\$75.00	\$375.00
6	\$350.00	\$75.00	\$425.00
7	\$400.00	\$75.00	\$475.00
8	\$450.00	\$75.00	\$525.00

Notes: 2 Hour Minimum; Maximum Daily Fee is \$525.00

Multi-Day Discount for Gym Fees

Days	Discount
2	10%
3	20%
4	30%
5 or More	40%

Notes: No Discount on Clean-Up Fee; Charged Only Once for Multi-days; User is Responsible for Daily Cleanup

Multi-Purpose Room Fees (Each Room)

\$15.00 Per Hour (or part of an hour) plus a \$15.00 Clean-Up Fee; Maximum Fee for Daily Rental is \$135.00

Kitchen Fees

\$20.00 Per Hour (or part of an hour) plus a \$20.00 Clean-Up Fee; Maximum Fee for Daily Rental is \$180.00

Field Fees

1 Field without Lights is \$10.00 Per Hour (or part of an hour)
 "Game Ready" Preparation of Field is \$50.00.

Picnic Pavillion

\$10.00 Per Table/Per Hour

Schedule of Bruce Stadium Facility Fees

Stadium Fee

Hours	Cost	Clean Up Fee	Total
2	\$80.00	\$75.00	\$155.00
3	\$120.00	\$75.00	\$195.00
4	\$160.00	\$75.00	\$235.00
5	\$190.00	\$75.00	\$265.00
6	\$220.00	\$75.00	\$295.00
7	\$250.00	\$75.00	\$325.00
8	\$280.00	\$75.00	\$355.00

Notes: 2 Hour Minimum. Includes use of restrooms only. Please be aware the large field lights are not available. Clean up fee may be waived if inspected by City Staff and determined to be in clean condition.

Schedule of Pickens Amphitheater Facility Fees**Pickens Amphitheater Fee**

Hours	Cost
2	\$40.00
3	\$60.00
4	\$80.00
5	\$90.00
6	\$110.00
7	\$125.00
8	\$140.00

Notes: 2 Hour Minimum. Clean up fee may be waived if inspected by City Staff and determined to be in clean condition.