



**Amended Agenda
City Council
May 4, 2026
5:45 PM
Council Chamber, Clemson City Hall**

Work Session: Community Endowment

Note: The Work Session will be held in the upper conference room next to Council Chambers.

Call to Order

Invocation and Pledge of Allegiance: Council Member Sherrill

Recognition: Clemson Women's Indoor Track ACC Champions

Proclamations: Peace Officers Memorial Day and Clemson Police Week , Professional Municipal Clerks Week

Public Session (3-minute limit per speaker)

Approval of Minutes

- a. April 20, 2026

Reports/Discussion (2-minute limit per speaker)

- a. Utility Rate Presentation. - Project Manager Michael Cronan
- b. Receive a presentation regarding Clemson University housing. - Vice President of Student Affairs Doug Hallenbeck
- c. Receive a presentation from Skate Upstate. - President of Skate Upstate Peter Hyatt
- d. Consider a recommendation from the Sustainability Advisory Committee that City Council equip planners with the necessary resources to implement Environmental Guidelines for Land Development in Clemson as specified in the attached document. - Sustainability Advisory Committee Chair Reeta Singh
- e. Staff Reports

Policy Action (2-minute limit per speaker)

- a. Consider 2nd Reading for the abandonment ordinance for a portion of Stone Circle. - City Engineer Nathan Hinkle

- b. Consider 1st Reading of RZNE-000529-2026 Proposed Map Amendment of a parcel on Elm Street. - Assistant City Administrator Nathan Woods
- c. Consider 1st Reading of 2023-R-01 Proposed Text Amendment for Rooftop Canopy Standards. - Assistant City Administrator Nathan Woods
- d. Consider 1st Reading to repeal the ordinance in Section 7-11. "Expenditures, purchasing, and receiving." - Finance Director, Leslie Wilder

Other Policy Items

- a. Consider authorizing Chief Campos to sign a Mutual Aid Agreement with the Clemson University Police Department. - Police Chief Jorge Campos
- b. Consider awarding the 2026 Sidewalk Repair Project to Shamrock Construction Corporation in an amount not to exceed \$100,000.00 - City Engineer Nathan Hinkle

Mayor-Council reports/comments/new business

Adjourn

Regular Council Meeting
April 20, 2026
Council Chamber-Clemson City Hall

5:30 PM Public Hearing: A: Rezoning (Elm Street Lot), B: Proposed Text Amendment (Rooftop Canopies)

Call to Order: Mayor Robert Halfacre at 6:00 p.m.

Invocation and Pledge of Allegiance: Council Member Evans

Recognitions: Government Finance Officers Association Distinguished Budget Presentation Award, Clemson Gymnastics

Proclamations: Karen Carter, Child Abuse Prevention Month, Crime Victims Rights Week, Sexual Assault Awareness Month

Members present: Mayor Halfacre presiding, Council Members Evans, Fulmer, and Jones.

Absent: Council Members Scott, Smith, and Sherrill.

Notification emailed: April 16, 2026 to the Greenville News, the Journal, the Independent Mail, the Post and Courier, the Pickens Sentinel, the Easley Progress, WSNW Radio, WYFF, WSPA, and Fox Carolina.

Public Session: Mayor Halfacre presiding. MyCivic Comment from Stephanie Platt, 103 Mountain View Lane, regarding the use of the word “consider” for agenda action items. Robert Lee, 113 Pressley Drive, regarding the censure of former Council Member Watt censure. Rupert McGinty, 206 N Clemson Avenue, regarding AI and resident input. Council Member Evans addressed Mr. McGinty’s comments about resident input by noting that the City of Clemson has more public input than many other municipalities in the state.

Approval of Minutes: Minutes from the April 6, 2026 Regular Council Meeting were approved as presented.

Reports/Discussion

Discuss rezoning (Elm Street Lot). - Zoning and Codes Administrator Jacob Peabody explained the lot on 108 Elm street is 0.71 acres and is requesting to rezone from Office Professional District back to its previous zoning of RM-4. The surrounding properties are all zoned RM-4. The rezoning received a positive recommendation from the planning commission.

Discuss a proposed text amendment (Rooftop Canopies). - Zoning and Codes Administrator Jacob Peabody explained this change only affects only Hotels in the commercial district. It would have to be approved by an engineer and go before the Board of Architectural Review. Robert Lee, 113 Pressley Drive, regarding potential noise.

Receive a presentation regarding the Green Crescent Trail. - Council Member Fulmer introduced Founding Board Member Chad Carson who thanked City Council for their historical support for the

**Regular Council Meeting
April 20, 2026**

Trail. The current goal of "15X30" is short for a 15 mile trail network by the year 2030. Two things they are requesting are common sign standards and supporting the Green Crescent Trail 5k Fun Run Event on September 17th at Patrick Square from 6pm to 9pm. Founding Board Member Heidi Williams presented about the event. Herb Tyler, 143 Folger Street, asked for clarification if the 15 mile by 2030 goal was for the City of Clemson only.

Discuss repealing the ordinance in Section 7-11. "Expenditures, purchasing, and receiving" and asking council to consider a new complete Procurement Policy and Purchasing Card Policy. - Finance Director Leslie Wilder explained the history of changes that have been made so far and the requested changes to come. In order to change appropriately, the first reading repealing the ordinance will be the next meeting with the second reading the following meeting along with approving the two policies. The goal is to have the new procurement policy and the new purchasing card policy to go into effect July 1 to allow for training time.

Staff Reports

Deputy City Administrator Alli Gantte: A budget work session was scheduled for 4/30 from 1pm to 5pm.

Policy Action

Ordinances

Consider 2nd reading of an amendment to the City's FOIA policy. - City Administrator Andy Blondeau explained there had been no changes since first reading. Council Member Fulmer made a motion, seconded by Council Member Evans, to approve 2nd reading of an amendment to the City's FOIA policy. Vote on this motion was unanimous.

Consider 2nd Reading of 2026-R-02 Proposed Text Amendment (Mixed-use High Density Development). - Assistant City Administrator Nathan Woods stated there have been no changes since the last meeting. Council Member Evans made a motion, seconded by Council Member Fulmer, to approve 2nd reading of 2026-R-02 Proposed Text Amendment (Mixed-use High Density Development). Vote on this motion was unanimous.

Consider 1st Reading for the abandonment ordinance for a portion of Stone Circle. - City Engineer Nathan Hinkle explained the reasoning for the abandonment. Council Member Fulmer made a motion, seconded by Council Member Jones, to approve 1st Reading for the abandonment ordinance for a portion of Stone Circle. Vote on this motion was unanimous.

Resolutions

Consider a resolution adopting the Clemson Area Long Range Transportation Plan. - City Engineer Nathan Hinkle noted nothing has changed since the last meeting. Rupert McGinty, 206 N Clemson

Avenue, regarding funding. Council Member Fulmer made a motion, seconded by Council Member Evans, to approve a resolution adopting the Clemson Area Long Range Transportation Plan. Vote on this motion was unanimous.

Consider a resolution adopting the Safe Streets and Roads for All (SS4A) Safety Action Plan. - City Engineer Nathan Hinkle explained this will allow Clemson University to work on an implementation grant for Highway 93. Robert Lee, 113 Pressley Drive, regarding lighting. Chad Carson, 213 Lark Circle, regarding support of the plan. Council Member Evans made a motion, seconded by Council Member Fulmer, to approve a resolution adopting the Safe Streets and Roads for All (SS4A) Safety Action Plan. Vote on this motion was unanimous.

Other Policy Items

Consider Sponsorship Applications. -City Administrator Andy Blondeau presented they received the application from the Miss Clemson organization. Council Member Fulmer made a motion, seconded by Council Member Jones, to approve Sponsorship Applications and include \$5,000 for the Miss Clemson Pageant. Vote on this motion was unanimous.

Consider authorizing the City Administrator to sign an agreement with Clemson University for Opioid Recovery Research. - Police Chief Jorge Campos noted there was one change to remove the liability clause. Council Member Fulmer made a motion, seconded by Council Member Jones, to authorize the City Administrator to sign an agreement with Clemson University for Opioid Recovery Research. Vote on this motion was unanimous.

Consider authorizing Chief Campos to sign a Memorandum of Understanding with the Clemson University Police Department. - Police Chief Jorge Campos noticed an issue with the title of this item. It was postponed to another meeting to correct from a Memorandum of Understanding to a Mutual Aid Agreement.

Consider authorizing the City Administrator to enter into a contract with Creech and Associates for a property and growth needs assessment in the amount of \$132,000. - City Administrator Andy Blondeau explained there was \$75,000 budgeted this year, but we will add the additional cost of \$57,000 in the budget for next year to pay for the difference. Rupert McGinty, 206 N Clemson, regarding using AI for the study instead. Council Member Fulmer made a motion, seconded by Council Member Jones, to authorize the City Administrator to enter into a contract with Creech and Associates for a property and growth needs assessment in the amount of \$132,000. Vote on this motion was unanimous.

Mayor-Council reports/comments/new business

**Regular Council Meeting
April 20, 2026**

Mayor Halfacre: Community Blood Drive 4/28 10am to 3pm outside Vickery Hall. Mayor was one of the more than 900 participants in the RC Moonpie race.

There being no further business, a motion was made, duly seconded, and unanimously approved to adjourn the meeting at 7:40 p.m.

Respectfully submitted,

Approved

By: _____

Jeremiah Jackson, MBL

G. Robert Halfacre, Mayor

Draft



CITY OF CLEMSON AGENDA ITEM REQUEST FORM

Requested By:
Andy Blondeau, City Administrator

Date Submitted: 4/28/26

Council Meeting Date: May 4, 2026

Type of Request: (Choose Only One)
Report/Discussion

Agenda Item Summary: (brief for public information and posted agenda)
Utility Rate Presentation.

Agenda Item Detail: (expand as necessary for clarification)



CITY OF CLEMSON AGENDA ITEM REQUEST FORM

Requested By:
Andy Blondeau, City Administrator

Date Submitted: 4/1/26

Council Meeting Date: May 4, 2026

Type of Request: (Choose Only One)
Report/Discussion

Agenda Item Summary: (brief for public information and posted agenda)
Receive a presentation regarding Clemson University housing. - Vice President of Student
Affairs Doug Hallenbeck

Agenda Item Detail: (expand as necessary for clarification)



CITY OF CLEMSON AGENDA ITEM REQUEST FORM

Requested By:
Andy Blondeau, City Administrator

Date Submitted: 4/28/26

Council Meeting Date: May 4, 2026

Type of Request: (Choose Only One)
Report/Discussion

Agenda Item Summary: (brief for public information and posted agenda)
Receive a presentation from Skate Upstate.

Agenda Item Detail: (expand as necessary for clarification)



CITY OF CLEMSON AGENDA ITEM REQUEST FORM

Requested By:

Tony Tidwell, Supervisor of Urban Parks and Land Management

Date Submitted: 4/24/26

Council Meeting Date: May 4, 2026

Type of Request: (Choose Only One)

Report/Discussion

Agenda Item Summary: (brief for public information and posted agenda)

Consider a recommendation from the Sustainability Advisory Committee that City Council equip planners with the necessary resources to implement Environmental Guidelines for Land Development in Clemson as specified in the attached document.

Agenda Item Detail: (expand as necessary for clarification)

As City Council's sustainability advisory committee, we are here today to present Suggested Environmental Guidelines for Land Development in Clemson in support of the 2045 Comprehensive Plan's sustainability and resilience goals.

It is imperative to move Clemson forward by integrating land use and development ordinances that preserve and protect natural resources and public health for future generations.

Suggested Environmental Guidelines for Land Development in Clemson

Sustainability Advisory Committee Recommendation

Sustainability and Resiliency in Clemson's Comprehensive Plan

The City of Clemson's natural environment is a central component of its Sustainability and Resiliency Goal, as outlined in the 2045 Comprehensive Plan. The Plan aims "to embed sustainability and resiliency into relevant city decisions, to balance growth with environmental stewardship, climate preparedness, and the long-term well-being of future generations". It is imperative to move Clemson forward by integrating land use and development ordinances that preserve and protect natural resources and public health for future generations.

Recommendation for the Unified Development Ordinance

As the City begins preparing a Unified Development Ordinance, the Sustainability Advisory Committee recommends that City Council equip planners with the necessary resources to implement Environmental Guidelines for Land Development in Clemson. These guidelines are intended to enhance current development standards, expand low impact development ordinances, and safeguard the city's natural environment. The guidelines should establish objectives for developers to incorporate green infrastructure and sustainable designs, focusing on environmental concerns beyond stormwater treatment. The primary objective is to promote procedures, practices and incentives in public and private site design that encourage designers, developers, and citizens to create projects protecting Clemson's natural resources both now and in the future.

Specific Recommendations for Environmental Guidelines

Eligibility: Focus primarily on commercial development, redevelopment projects, and neighborhood development but guidelines for in-fill development should also be considered.

Projects should meet environmental objectives across four key impact areas:

1. Protect, restore, conserve, and expand Clemson's tree canopy
2. Preserve and improve ecosystem biodiversity and protect water resources
3. Enhance community livability (mobility, aesthetics, well-being)
4. Promote energy efficiency and the use of sustainable material resources

Point System Implement a point system to promote, encourage and incentivize projects that protect our natural environment. Points would be assigned to each objective in the four key impact areas, and a project would be required to meet a total point goal in each impact area. Required point totals should be high, thereby disincentivizing development in the city that is not environmentally sustainable. Projects that do not meet the required point total should be penalized, possibly a fine with funds collected used to support sustainable additions to city owned buildings. Incentives, such as financial support, administrative or regulatory support, or a recognition program should be offered for projects that seek to exceed the required minimums. As an example of such a point, incentive and recognition program see the Mount Pleasant SC

Environmental Guidelines for Land Development, ref. 4

Principles to guide the selection of environmental objectives are:

Sustainability and Future Generations: Ensuring present development does not compromise future ecological or public health.

Environmental Justice: Ensuring fair treatment and meaningful involvement of all people, regardless of race or income, regarding environmental laws and policies.

Ecological Integrity: Recognizing that natural systems are connected and that human progress must operate within the limits of ecosystems.

Suggested Environmental Ideas by Impact Area. Bold font indicates ideas that in some sense already appear in City codes.

Area 1: Protect, Restore, Conserve, and Expand Clemson's Tree Canopy

The primary intent of a tree canopy retention system is to preserve existing urban forests, support environmental sustainability, and protect public health by preventing indiscriminate tree removal. These objectives provide for sustainable canopy growth, stormwater management, heat mitigation, and increased property values.

Suggested ideas, techniques, and/or goals:

1. **Tree Canopy Retention**
2. **Tree Canopy Restoration and Conservation**
3. **Legacy Tree Preservation – Protected Trees**
4. **Tree Removal Permits**
5. Native canopy species prioritization
6. Riparian tree corridor restoration
7. Tree canopy stormwater credit
8. Canopy succession planning
9. Preserve old growth forest
10. Plant deciduous trees on the south and west sides
11. Install educational signs highlighting the benefits of trees, details about legacy trees, and tree species identification

Area 2: Preserve and Improve Ecosystem Biodiversity and Protect Water Resources

The intent is to shift from reactive management to proactive stewardship, focusing on improving water quality, supporting biodiversity, and implementing sustainable, nature-based solutions to reduce pollution.

Suggested ideas, techniques, and/or goals:

1. **Below or above ground detention for irrigation, infiltration, or management**
2. **Manufactured water quality protection**
3. **Watershed protection signage**
4. **Sanitary sewer connections**
5. End-of-pipe outlet treatment program

6. Resident stormwater stewardship credit
7. Use of pervious pavers
8. Reduction of impervious surfaces (especially for existing conditions)
9. Disconnection of impervious surfaces
10. Irrigation conservation practices
11. Establishment of wildlife corridors or buffer yard connectivity to neighboring green spaces
12. Protection or restoration of natural habitat
13. Installation of animal nesting boxes
14. Critical line buffer restoration
15. Pollinator garden installation
16. Floating wetlands
17. Offsite improvements within the watershed
18. Certification of property as a Natural Wildlife Habitat through the National Wildlife Fed.

Area 3: Improve Community Livability (Mobility, Aesthetics, Well-Being)

The intent is to enhance residents' quality of life, health, and safety by creating sustainable, equitable, and engaging public spaces and systems.

Suggested ideas, techniques, and/or goals:

1. **Pet waste stations**
2. **Underground relocation of overhead power lines**
3. **Bicycle amenities**
4. **Access to CATbus or other transit**
5. **Vehicle interconnectivity between sites**
6. City-assisted curb cut program
7. Pond vegetative buffer
8. Light pollution reduction techniques
9. Noise pollution reduction techniques
10. Premium parking spaces reserved for hybrid, electric, low emission vehicles (LEVs), and carpooling
11. Electric vehicle charging stations
12. Smart parking technology
13. Innovative techniques
14. Trail connectivity
15. Shared vehicles for apartment residents
16. Covered, secured bicycle storage
17. Parks, playgrounds, dog parks, or other outdoor amenities
18. Piers for public use at lakefront properties, including parking spaces for boats
19. Resources for water sports (such as kayak or canoe repair or rental) for lakefront properties
20. Public boat dock with parking
21. Free public parking spaces near downtown shopping and/or CU athletic facilities

22. Cash out program for residents not using parking (those without a car regularly at the residence)

Area 4: Promote Energy Efficiency and Use of Sustainable Material Resources

The intent is to utilize the natural environment and eco-friendly materials to reduce strain on community resources.

Suggested ideas, techniques, and/or goals:

1. Water reuse techniques
2. Energy conservation and efficiency features
3. Renewable energy sources (solar, wind, geothermal)
4. Low emitting materials (paint, adhesives, or other materials with less harmful substances)
5. High reflectance roof and paving materials
6. Reuse or repurposing of on-site brick, concrete, and asphalt demolition materials
7. Recycled building materials
8. Solar lighting for outdoor areas
9. Solar water heating for outdoor pools or hot tubs
10. Fully electric buildings (no gas hook-ups, appliances, fireplaces, etc.)
11. External blinds for exterior windows
12. Passive solar construction techniques (e.g., overhangs, large south-facing windows)
13. Use of only top-rated energy efficient appliances
14. LEED certification for at least one building
15. Smaller footprint apartments
16. Emergency power provision to neighboring houses or businesses using on-site renewable energy
17. Emergency room with power hook-ups for community use during emergencies (multiple outlets, refrigerator, ice machine, seating, microwave)
18. Solar tunnel lighting for closets and bathrooms on upper floors ([for example](#))
19. At least two EV charging stations available for public use
20. Use of high efficiency lighting throughout building interiors
21. Buildings equipped with high efficiency heat pumps (no fossil fuel heating)

References

1. Green Regulations in other cities (NYC, Denver, Boston, San Francisco): <https://bit.ly/City-Green-Regulations>
2. Green building standards: <https://bit.ly/Building-Standards-Green>
3. Article about cities with green ordinances: <https://twogreenleaves.org/policy-and-advocacy/local-government-sustainability/> <https://bit.ly/Green-Ordinances>
4. Mount Pleasant, SC Environmental Guidelines for Land Development: <https://bit.ly/Mt-Pleasant-Guidelines>
5. South Carolina Department of Environmental Services, see Stormwater: Low Impact Development <https://des.sc.gov/>



CITY OF CLEMSON AGENDA ITEM REQUEST FORM

Requested By:
Nathan Hinkle, City Engineer

Date Submitted: 4/28/26

Council Meeting Date: May 4, 2026

Type of Request: (Choose Only One)
Policy/Action

Agenda Item Summary: (brief for public information and posted agenda)
Consider 2nd Reading for the abandonment ordinance for a portion of Stone Circle.

Agenda Item Detail: (expand as necessary for clarification)

This document is a draft ordinance from the City of Clemson proposing the closure and abandonment of a portion of Singleton Street extending from Stone Circle to the US Highway 76 right-of-way. The request, initiated by adjacent property owner Property Quest, LLC, addresses a section of road that was effectively cut off and left over following previous highway improvements. If approved, the city will transfer the 0.127-acre "Closure Area" to Property Quest, LLC via a quitclaim deed while retaining all existing utility and public access easements. Final adoption of the ordinance is scheduled following a second reading on May 4, 2026.

CITY OF CLEMSON, SOUTH CAROLINA

ORDINANCE # CC-2026-08

CLOSING A PORTION OF SINGLETON STREET FROM THE INTERSECTION OF STONE CIRCLE TO ITS TERMINUS AT THE ANDERSON HIGHWAY (U.S. HWY 76) RIGHT-OF-WAY; TRANSFERRING SUCH ROAD TO PROPERTY QUEST, LLC; AND PROVIDING FOR RELATED MATTERS.

WHEREAS, the City Council (“Council”) of the City of Clemson (“City”) finds:

- (a) According to South Carolina Code Annotated section 5-27-150, the city council of any city containing more than five thousand inhabitants may close or alter streets in the city when, in the city council’s judgment, the closure or alteration may be necessary for the improvement of the city;
- (b) According to the 2020 Decennial Census, as of April 1, 2020, the City’s population is no less than 17,681;
- (c) The Council has received and reviewed the petition of Property Quest, LLC, which states that this portion of Singleton Street has been effectively abandoned for years, is not being maintained by the City, and is no longer necessary for public use or travel.
- (d) The Council has reviewed and considered the proposed area for closure of Singleton Street and abandonment of the same in favor of Property Quest LLC, such that, (a) no traffic would be permitted beyond the existing pavement termination as it approaches the Anderson Highway right-of-way, as more fully depicted in the crosshatched area on Exhibit A (“Closure Area,” which does on include any public right of other or other areas extending beyond the actual paved portion of the existing public street);
- (e) The Council has considered that, to the best of the Council’s knowledge after inquiry, all other intersections with Singleton Street in the Closure Area are for properties owned or operated by Property Quest, LLC.
- (f) After weighing the information received and considering the health and safety impacts and the necessity for the closure and abandonment to ensure the City’s continued improvement;

NOW, THEREFORE, the Council ordains as follows:

Section 1. The City hereby closes and abandons, in favor of Property Quest, LLC, the Closure Area and quits any claim the City may have in the Closure Area in favor of Property Quest, LLC, provided, however, the City reserves any and all easements and all other existing public uses, including legal access rights for any real property owners, other than Property Quest, LLC, whose property abuts Singleton Street and including the City’s ability to repair, maintain, and expand and/or extend such uses, of the Closure Area, including, for example, public utilities, and authorizes the City Administrator to execute a quit claim deed in favor of Property Quest, LLC with such reservations and such other and further documents as may be necessary and prudent to effect this Ordinance’s intent, provided that by accepting the deed from City, Property Quest, LLC is required simultaneously to convey individual, perpetual access and utilities easements to, and for the benefit of, any real property owners whose property abuts Singleton Street, which easements shall be in recordable form.

Section 2. Nothing in this Ordinance shall be construed to impact any proceeding inchoate or pending in any court, or any rights acquired, or liability incurred, or any causes of action acquired or existing, under any act or ordinance hereby repealed; nor shall any just or legal right or remedy of any character be lost, impaired, or affected by this Ordinance.

Section 3. All Ordinances, resolutions, orders, and parts thereof in conflict with this Ordinance, are to the extent of that conflict, repealed.

Section 4. This Ordinance shall take effect and be in full force upon enactment by the Council.

[ONE SIGNATURE PAGE AND ONE EXHIBIT FOLLOW] [REMAINDER OF
PAGE INTENTIONALLY BLANK]

IT IS SO ORDAINED: May 4, 2026.

ATTEST:

Jeremiah Jackson, City Clerk

G. Robert Halfacre, Mayor

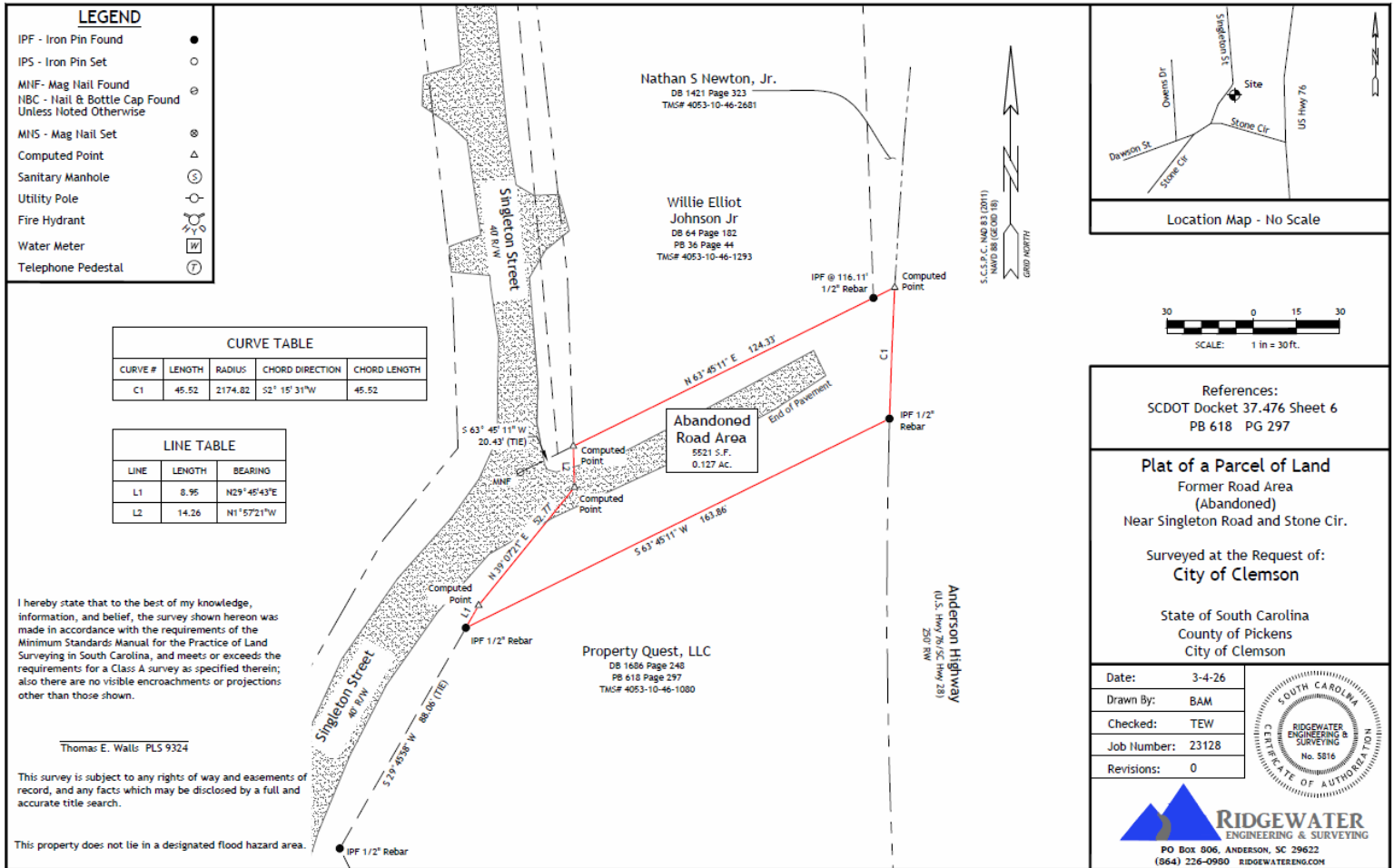
First reading: April 20, 2026

Second reading: May 4, 2026

EXHIBIT LIST

Exhibit A Description/Depiction of Area Closed to Public Traffic

EXHIBIT A
DESCRIPTION/DEPICTION OF AREA CLOSED TO PUBLIC TRAFFIC
AND
ABANDONED IN FAVOR OF PROPERTY QUEST, LLC





CITY OF CLEMSON AGENDA ITEM REQUEST FORM

Requested By:
Nathan Woods, Assistant City Administrator

Date Submitted: 4/28/26

Council Meeting Date: May 4, 2026

Type of Request: (Choose Only One)
Policy/Action

Agenda Item Summary: (brief for public information and posted agenda)
Consider 1st Reading of RZNE-000529-2026 Proposed Map Amendment of a parcel on Elm Street.

Agenda Item Detail: (expand as necessary for clarification)

An application for a zoning map amendment (rezoning) was submitted by Mr. Russell B. Hebert, the agent for the property owner (Calhoun Properties, LLC), on February 3, 2026. As proposed, one .71 acre parcel of land (TMP# 4044-12-85-7048) located at the intersection of College Avenue and Elm Street, addressed as 108 Elm Street, would be rezoned from Office Professional District to RM-4 Multi-family Residential District. No specific development project is currently associated with this requested rezoning, but the applicant notes on the application that the parcel could be better utilized as a RM-4 Residential District property.

The Planning Commission approved a positive recommendation to City Council on the matter at their regular monthly meeting on March 9, 2026.

Report on RZNE-000529-2026 (Elm Street Lot)
First Reading – May 4, 2026

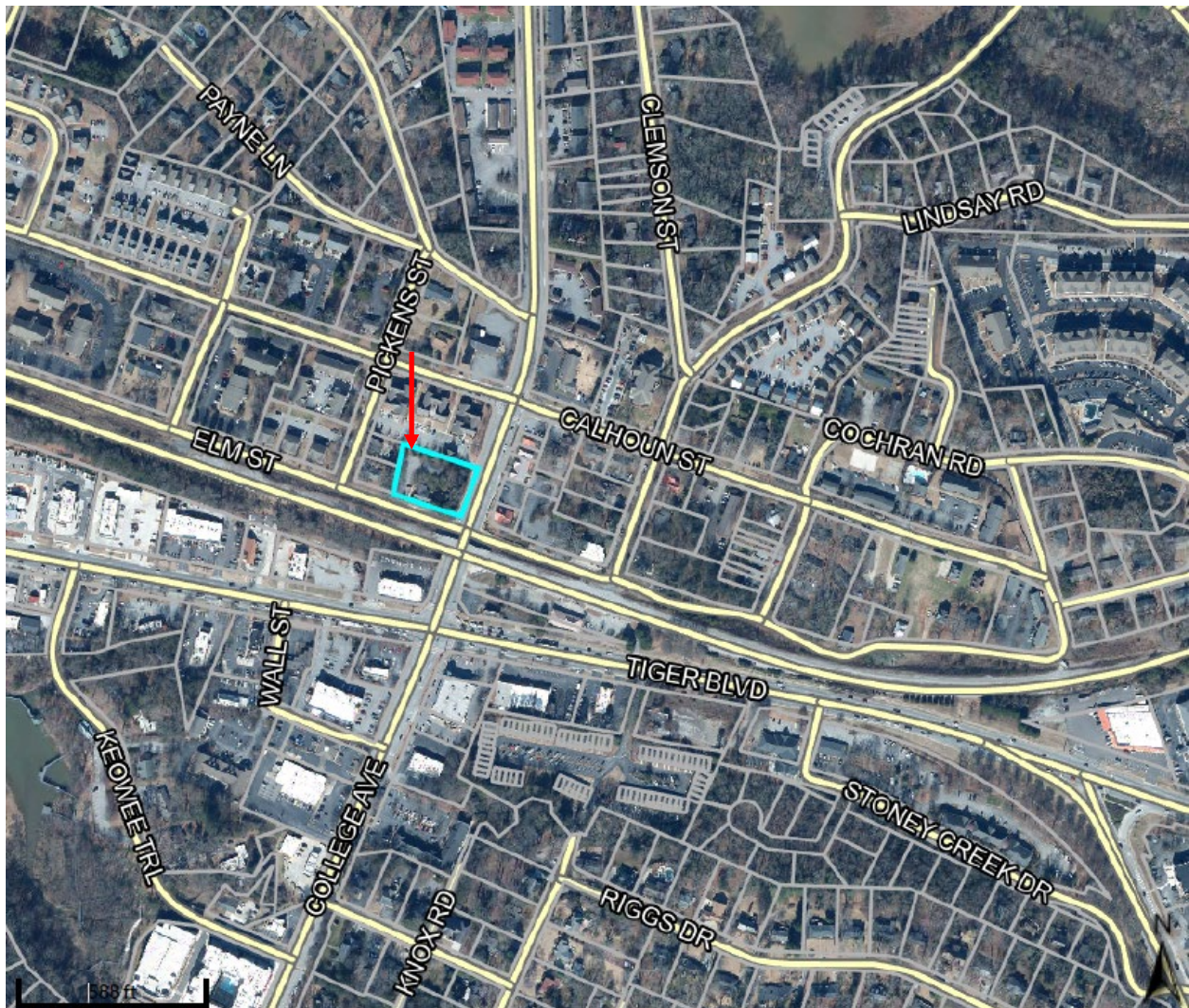
Report on RZNE-000529-2026 Proposed Map Amendment (Elm Street Lot)

May 4, 2026

An application for a zoning map amendment (rezoning) was submitted by Mr. Russell B. Hebert, the agent for the property owner (Calhoun Properties, LLC), on February 3, 2026. As proposed, one .71 acre parcel of land (TMP# 4044-12-85-7048) located at the intersection of College Avenue and Elm Street, addressed as 108 Elm Street, would be rezoned from *Office Professional District* to *RM-4 Multi-family Residential District*. No specific development project is currently associated with this requested rezoning, but the applicant notes on the application that the parcel could be better utilized as a RM-4 Residential District property.

The Planning Commission approved a positive recommendation to City Council on the matter at their regular monthly meeting on March 9, 2026.

LOCATION



TAX ASSESSOR INFORMATION



Overview



Legend

- Parcels
- 911 Address
- Roads

Parcel ID	4044-12-85-7048	Account	Commercial	Ownership	CALHOUN	Documents			
Account No	R0053944	Type			PROPERTIES	Date	Price	Doc	Vacant or
Property	108 ELM ST	Class	Office		PO BOX				Improved
Address	CLEMSON		Building		1767	10/7/2003	\$60,000	775/1293	Improved
District	5-Clemson	Acreage	0.709		CLEMSON,	9/1/2000	\$100,000	574/339	Improved
Brief	NW/CORNER ELM ST	LEA	0085		SC 29633				
Tax Description	COLLEGE AVE, PLAT 400/108, 1915 CALHOUN PLAT FILED IN GIS UNDER CALHOUN LAND CO	Code		Value	\$413,500				
	<i>(Note: Not to be used on legal documents)</i>								

Date created: 2/19/2026
 Last Data Uploaded: 2/19/2026 8:16:32 AM



Existing Condition Images



View from Southwest on Elm Street

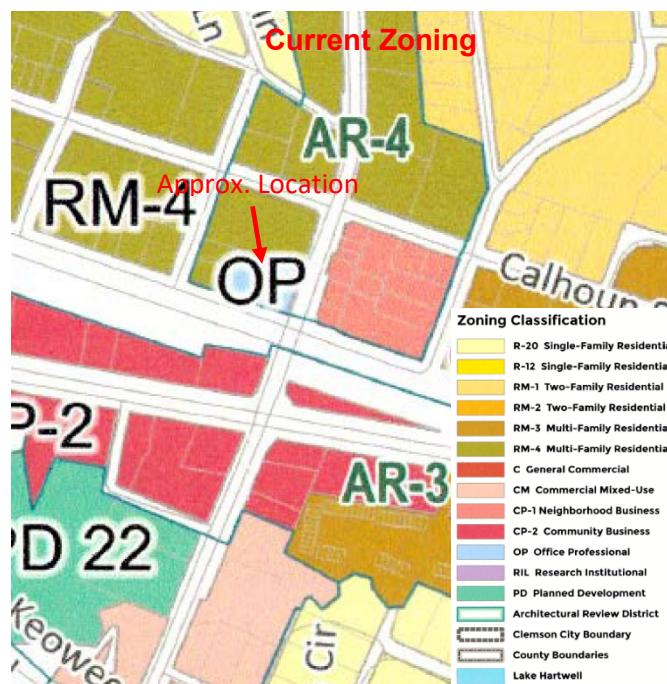


View from Southeast on Elm Street



View of Property from Southeast on College Avenue
Zoning

As stated above, the parcel proposed for rezoning is currently zoned Office Professional District, which is a district intended, among other things, to permit a moderate usage of land while providing buffers between residential neighborhoods and traffic arteries or commercial areas. The requested rezoning would change the parcel’s zoning to RM-4 Multi-family District, a multi-family residential district meant to maintain and promote medium- to high-density residential development for multiple-unit, patio home and zero-lot-line housing.



Neighboring properties situated on the north and west sides of the parcel are zoned RM-4 District, and are occupied by student-oriented development. Properties located to the east zoned CP-1 Neighborhood Commercial District are occupied by businesses, but are separated from the parcel by the College Avenue right-of-way. The southern property boundary abuts the Elm Street right-of-way, which in turn abuts the Norfolk Southern Railroad right-of-way, providing significant separation from the General Commercial District properties on located near the corner of College Avenue and Tiger Boulevard.

Comprehensive Plan

Although the Comprehensive Plan’s Future Land Use Map shows the parcel as a commercial property, it should be noted that it is situated in an area primarily identified for high-density residential, and, due to the existence of the multiple rights-of-way, it stands alone, isolated from all other non-residential uses.



In addition to the Future Land Use Map, the Comprehensive Plan includes a Residential Framework map that delineates various areas recommended for special consideration

of prioritization. Although the parcel proposed for rezoning was not included (likely because of its current commercial use), it abuts the area called out for Student Housing Prioritization, which is perhaps the most likely future use if the requested rezoning is approved.



Impact On Services

Comments on the proposed rezoning were solicited from pertinent City departments to identify a possible impacts of the change on service delivery. No impacts were identified.

Review Status

The Planning Commission took up the matter at their regular monthly meeting on March 9, 2026. Following their review, they approved a positive recommendation to City Council on the proposed zoning map amendment. City Council held a public hearing on the proposal on April 20, 2026; and First Reading is scheduled for May 4, 2026.

Application

utm:sign:RZNE-000529-2026-PC



1250 Tiger Blvd, Suite 4 • Clemson, SC 29631-2662
 (864) 653-2050
 Fax (864) 653-2057
 www.cityofclemson.org

RZNE-00529-2026
 PC

PLANNING COMMISSION ZONING AMENDMENT APPLICATION

Please complete in ink and return to the Planning and Codes Administration Department with required attachments, information, and filing fee. Zoning Map Amendment (Rezoning) applications require a filing fee of \$250, a current survey of the property, a copy of the deed, and a designation of agent if owner is not the applicant. **Both sides of this application must be completed; incomplete applications will not be accepted.**

- An amendment to the zoning ordinance text or the zoning map may be initiated by the city council, the planning commission, or the board of zoning appeals.
- An amendment to the zoning map for changing a zoning district designation of property may be initiated by the owner of the property affected or by an agent authorized by the owner in writing.

RZNE-000529-2026

File no.: R - _ _	PIN: 4044-12-85-7048	Date submitted: 2/3/2026	Planning Commission meeting date: 3/9/2026
Amendment type: <input checked="" type="checkbox"/> Map amendment (Rezoning) <input type="checkbox"/> Text amendment			
Initiated by: <input type="checkbox"/> Owner/Agent <input type="checkbox"/> City Council <input checked="" type="checkbox"/> Planning Commission <input type="checkbox"/> Board of Zoning Appeals			

OWNER(S) INFORMATION			
Last name: Calhoun Properties	First:	Middle:	Interest: <input checked="" type="checkbox"/> Sole owner <input type="checkbox"/> Co-owner
Mailing address: P O Box 1767	City: Clemson	State: SC	ZIP Code: 29631
Daytime phone no.: (706) 633-8864	Fax no.: ()	E-mail: calmgt@aol.com	

APPLICANT INFORMATION			
<i>To be completed only if Owner is not Applicant:</i>			
Applicant's last name: Hebert	First: Russell	Middle: Benedict	
Mailing address: 506 Bentbrook Lane	City: Clemson	State: SC	ZIP Code: 29631
Daytime phone no.: (864) 356-1152	Fax no.: ()	E-mail: russellhebertiii@gmail.com	

PROPERTY INFORMATION			
THE OWNER/APPLICANT HEREBY REQUESTS that the property described below be rezoned from OP to RM4			
Property address: 108 Elm Street Clemson, SC	Property dimensions: 189x162x218x150	Property area: approx 30, 925 sf	

DESIGNATION OF AGENT		
<i>To be completed by Owner(s) only if Owner is not Applicant. All owners must sign.</i>		
I (we) hereby appoint the person named as Applicant's my (our) agent to represent me (us) in this request for a zoning map amendment.		
Pickens M Lindsay <i>Owner name</i>	<u>Pickens M Lindsay</u> <i>Owner signature</i>	01/21/26 <i>Date</i>
<i>To be completed by Applicant:</i>		
I certify that the information in this request is correct.		

wheresign ID: 81E28L6b-FF6-F011-8U4U-05AU5A1FC428

Russ Hebert III		01/21/26
<i>Applicant name</i>	<i>Applicant signature</i>	<i>Date</i>

Rev. 12-09-05; 06-15-07

REQUIRED INFORMATION

REASONS FOR ZONING AMENDMENT REQUEST: I (we) request the rezoning for the following reasons:

The property has become obsolete for our current office use. Size, Location and new "work at home" environment. Property was historically RM4 and was changed to suit our needs in early 2000's. The property is surrounded by RM4 properties and will be the highest and best use for property in the near future.



CITY OF CLEMSON AGENDA ITEM REQUEST FORM

Requested By:

Date Submitted:

Council Meeting Date: May 4, 2026

Type of Request: (Choose Only One)

Agenda Item Summary: (brief for public information and posted agenda)

Consider 1st Reading of 2023-R-01 Proposed Text Amendment for Rooftop Canopy Standards.

Agenda Item Detail: (expand as necessary for clarification)

This proposed text amendment stems from a request by the Shepherd Hotel's management team to amend the City Code to allow for the installation of a canopy that would provide shelter/shade during rooftop events, thereby facilitating increased utilization of the space. Currently, any increase in structure height of the hotel, including the installation of a rooftop canopy, would result in violating district height limitations. Additionally, the Code contains no standards aimed at ensuring rooftop canopies are designed, installed, and maintained in a safe and proper manner. As drafted, this proposed amendment addresses these issues by:

- a) defining what constitutes a canopy;
- b) establishing rooftop canopies exceeding height limits as a conditional accessory use for only hotels located in the C District;
- c) requiring approval by the BAR, who will approve heights and setbacks, and may impose conditions to mitigate visual impacts and improve the aesthetics of the project;
- d) mandating professional structural design and installation, and requiring an engineering analysis for existing roofs;
- e) setting limits on time of use of walls, as well as enabling the documentation of wind speed;
- f) requiring a safety plan be posted on site;

g) and, for duly approved canopies meeting all standards, providing relief from the height limitations.

The Planning Commission approved a positive recommendation to City Council on the proposal at their regular monthly meeting on March 9, 2026.

This proposed text amendment stems from a request by the Shepherd Hotel’s management team to amend City Code to allow for the installation of a canopy that would provide shelter/shade during roof top events, thereby facilitating increased utilization of the space. Currently, any increase in structure height of the hotel, including the installation of a roof top canopy, would result in violating district height limitations. Additionally, Code contains no standards aimed at ensuring roof top canopies are designed, installed, and maintained in a safe and proper manner. As drafted, this proposed amendment addresses these issues by:

- a) defining what constitutes a canopy;
- b) establishing roof top canopies exceeding height limits as a conditional accessory use for *only* hotels located the C District;
- c) requiring approval by the BAR, who will approve heights and setbacks, and *may* impose conditions to mitigate visual impacts and improve the aesthetics of the project;
- d) mandating professional structural design and installation, and requiring an engineering analysis for existing roofs;
- e) setting limits on time of use of walls, as well as enabling the documentation of wind speed;
- f) requiring a safety plan be posted on site;
- g) and, for duly approved canopies meeting all standards, providing relief from the height limitations.

The Planning Commission approved a positive recommendation to City Council on the proposal at their regular monthly meeting on March 9, 2026.

CODE OF ORDINANCES

CHAPTER 19 ZONING (1)

Sec. 19-107. Definitions.

Canopy means an overhead roof structure, typically consisting of a fabric or metal covering attached to a supporting frame, intended to provide shade or shelter from weather conditions (such as sun, hail, snow and rain). A canopy does not have permanent walls, but may be configured to allow for the use of walls needed to provide additional shelter and/or screening on a temporary basis. A canopy mounted on top of a roof can be an accessory use provided it meets the Conditional Use Standards for Roof Top Canopy.

ARTICLE IV. NON-RESIDENTIAL DISTRICTS AND DISTRICT REGULATIONS

Table 19-403. Accessory Uses for Non-residential Districts											
P = Permitted Use C = Conditional Use SE = Special Exception A=Accessory Dash (-) = Use not Permitted											
USE CATEGORY	NAICS Code	C	CM	CP-1	CP-2	CP-3	OP	RIL	OR	M	C/SE Reference
A. ACCESSORY USES AND/OR STRUCTURES											
...											See Sec. 19-405 J.
Home Occupations		C	C	-	C	-	-	-	-	-	

Roof Top Canopy Exceeding Height Limits		C	-	-	-	-	-	-	-	-	
---	--	---	---	---	---	---	---	---	---	---	--

Sec. 19-405. Standards for conditional use and special exceptions for non-residential districts.

J. ACCESSORY USES AND STRUCTURES IN NON-RESIDENTIAL DISTRICTS

10. Roof Top Canopy

a. Conditional Use Standards

1. Shall be limited to Hotels only.
2. Design, placement, and anchorage of the canopy must be certified by an appropriately South Carolina licensed engineer and be approved by the City Building Official. Plans submitted for roof top canopies proposed to be installed on existing buildings must be accompanied by an engineering analysis of the structure’s capability of supporting the intended use and anticipated occupancy limits.
3. Walls are only allowed to be used during events, and shall be installed no earlier than twenty-four (24) hours prior to the start of the event, and must be removed no later than twenty-four (24) hours after the end of the event.
4. The canopy design, appearance, and installation location must be approved by the Board of Architectural Review (BAR); collapsable and certified glass or isinglass (or similar product) folding systems (which may have a permanent component in the canopy design) and collapsable insulated panel roofing structures are permitted.
5. Canopy height and setbacks from the edge of buildings will be determined by the BAR, who may impose whatever conditions are deemed appropriate to mitigate visual impacts of the structure and/or create an aesthetically better project; canopy height is permitted up to 8’ clear height (under support system) on the perimeter of the canopy at the outer edges of the building provided glass or isinglass (or similar product) is used.
6. A weather station capable of accurately measuring and recording roof top wind speeds must be permanently installed prior to the use of any approved canopy, which will meet current building requirements for wind loads.
7. A sign detailing an approved safety plan for the canopy area and surroundings must be posted in a highly-visible place on the roof top. The safety plan will include what measures must be taken at different wind speeds as determined by the certifying engineer.

ARTICLE VI. GENERAL AND SUPPLEMENTARY REGULATIONS

DIVISION 1. GENERAL PROVISIONS

Sec. 19-603. Exceptions to maximum structure height.

Unless otherwise noted, the district regulation height limitations shall not apply to chimneys, church spires, flag poles, antennas, utility or communications towers, non-habitable architectural features, or necessary mechanical features not occupying more than one-tenth (1/10) of the roof area, provided they shall not exceed 30 percent of the district standard.

2023-R-01 Proposed Text Amendment (Rooftop Canopy Standards)

Proposed text in RED font

First Reading – May 4, 2026

District regulation height limitations shall not apply to Roof Top Canopies that meet Conditional Use Standards.

(Ord. No. CC-2014-05, § 1, 8-18-14; Ord. No. CC-2015-31, 8-17-15; Ord. No CC-2026-XX, X-X-X)



**CITY OF CLEMSON
AGENDA ITEM REQUEST FORM**

Requested By:
Leslie Wilder, Finance Director

Date Submitted: 04/16/2026

Council Meeting Date: May 4, 2026

Type of Request: (Choose Only One)
Policy/Action

Agenda Item Summary: (brief for public information and posted agenda)
Consider 1st Reading to repeal the ordinance in Section 7-11. "Expenditures, purchasing, and receiving." - Finance Director, Leslie Wilder

Agenda Item Detail: (expand as necessary for clarification)



PROCUREMENT
POLICIES AND PROCEDURES MANUAL
Effective: July 1, 2026

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1. GENERAL INFORMATION

1.1. Purpose

This manual serves as a source for the City of Clemson employees to become familiar with the policies and procedures for procuring goods and services. An understanding of how Procurement conducts its business can provide the foundation for a solid partnership between Procurement and its internal customers.

The City of Clemson establishes this procurement policy in order to:

- a) provide increased economy in City procurement activities to maximize to the fullest extent practicable the purchasing values of funds while ensuring that procurements are the most advantageous to the City and in compliance with State and Federal provisions where applicable;
- b) foster effective broad-based competition for public procurement within the free enterprise system;
- c) ensure the fair and equitable treatment of all persons who deal with the procurement system which will promote increased public confidence in the procedures followed in public procurement;
- d) provide safeguards for the maintenance of a procurement system of quality and integrity with clearly defined rules for ethical behavior on the part of all persons engaged in the public procurement process; and
- e) promote increased public awareness and confidence in the procurement regulations, procedures and policies used by the City.

The City Administrator shall carry out all established policies. It is at the sole discretion of the City Administrator to waive or change any procurement policies at any time and as they deem in the City of Clemson's best interest. Notwithstanding the foregoing, the City Administrator will have no discretion to waive or change any procurement policies that apply to the City of Clemson's procurements of goods and services where funding is provided by the Federal Transit Administration (FTA).

1.2. Shared Responsibility for Procurement

Procurement assists City departments as required and administers this policy by which vendors of goods and services are selected. Procurement and the City departments are responsible for sourcing and procuring the goods and services needed in a timely and cost-effective manner and in compliance with this policy as well as state and federal regulations and law.

1.3. **Application**

A) General Application

This policy applies to contracts for the procurement of goods and services entered into by the City after the effective date of this policy.

B) Application to City Procurement

This policy shall apply to every expenditure of funds by the City for the purpose of procuring goods and services irrespective of the source of funds.

C) Application to State or Federal Fund Procurements

Whenever procurements are funded with State of South Carolina or federal funds, the procurement shall be made in compliance with applicable state and federal laws and regulations, if required as a condition of the receipt of the funds. Whenever this policy is more restrictive than the state or federal laws and regulations, the provisions of this and related City procedures shall be followed.

1.4. **Obligation of Good Faith**

Every contract or duty within this policy imposes an obligation of good faith in its negotiation, performance or enforcement. "Good faith" means honesty in fact in the conduct or transaction concerned and the observance of reasonable commercial standards of fair dealing.

1.4. **Compliance**

Compliance is the responsibility of all employees who are involved in any way with selecting, monitoring, supervising, or paying providers of goods and services.

1.5. **Standardization**

Supplies, materials, or equipment may be standardized when Procurement has determined that it is in the best interest of the City or when required for the health, safety or welfare of the public.

1.6. **Public Records**

Procurement information shall be considered public record to the extent required by the South Carolina Freedom of Information Act (FOIA). Commercial, financial, or personal information obtained, which is privileged or confidential as defined by the FOIA, is not required to be disclosed.

1.7. **Equal Opportunity**

In the application of these procurement procedures, the City prohibits discrimination against any person or business on the basis of race, color, religion, gender, sexual orientation, gender identity, national origin, ethnicity, age, veteran status, or disability.

1.8. **Right to Reject Any Bids and Proposals**

At any time prior to the execution of the contract, the bid or proposal process may be canceled and/or all bids or proposals rejected upon the written recommendation of the Department Director and with approval of Procurement. The cancellation and rejection may be made on any reasonable basis promoting the interest of the City, including, but not limited to, the following: bids exceeding budgeted funds for the project; the decision to forego or delay the project; or the decision to redefine the project.

2. **PROCEDURES**

2.1. **General Procedures**

A) Material Safety Data Sheets (MSDS)

Whenever purchasing involves chemicals requiring Material Safety Data Sheets (MSDS), all procedures within the respective Department/Division Safety Manual shall be followed.

B) Records Retention

All original documents pertinent to procurement activities shall be retained in official files of Procurement and/or the requesting department and maintained under provisions of the City's adopted records retention policy.

C) Insurance Certificates

Contractors and professional service providers contracted by the City shall be required to provide a Certificate of Insurance with limits acceptable to and approved by Procurement prior to commencing work, unless a waiver is obtained for good cause shown.

D) Business Licenses

Any company or person conducting business with, or on behalf of, the City within the City limits of Clemson shall obtain a City business license in compliance with the City of Clemson Code of Ordinances.

E) Promotion of Opportunities to do Business with the City

Procurement will make use of all practical communication channels to educate the public on opportunities to do business with the City of Clemson.

2.2. **Procurement Methods**

A) Single Quote

Goods or services with a cost less than or equal to \$5,000 can be procured with a single quote approved by Procurement. Please also refer to the latest version of the City's Purchasing Card Policy.

B) Three (3) Quotes

Goods and services costing more than \$5,000 but less than or equal to \$100,000 can be procured with three (3) written quotes approved by Procurement. A Purchase Order is required to be approved by the Department Director, Procurement, the Finance Director, and the respective Deputy/Assistant City Administrator, as applicable, prior to the order being placed with the vendor.

C) Competitive Sealed Bidding: Invitation for Bids (IFB)

This method shall be used, when applicable, for the procurement of goods and services that are anticipated to be in excess of \$100,000. A Purchase Order is required to be approved by the Department Director, Procurement, the Finance Director, the respective Deputy/Assistant City Administrator, and the City Administrator prior to the order being placed with the vendor.

Specifications, if applicable and when set forth in a City procurement request, establish minimum requirements upon which competitive proposals or bids are to be submitted to the City, and/or upon which a City procurement shall be awarded. The requesting department shall be responsible for the development of competitive and non-restrictive specifications and final approval is required from Procurement before any bids or proposals are solicited.

When listing brand names, vendors should be given the opportunity to submit bids for "equal" products, unless a particular brand is required. When a particular brand is required, the requesting department should state their reasoning for such requirement to Procurement. Procurement must concur with the requesting department for a brand name to be required.

Qualified products are any item(s) that have been tested by a requesting department, under the supervision of that Department Director, prior to their actual procurement under a contract to establish which supplier(s) can comply with the product specifications. Any qualified products approved by the Department Director shall be reduced to writing and submitted to Procurement for approval. Once approved, Procurement shall retain such in the applicable Contract or Purchase Order file and shall be procured through the procedures contained in this policy. If only one source can supply the qualified product, the procurement shall be made under the guidelines of "Sole Source" procurement.

i. Invitation for Bids Procedures

- a. Notice for an Invitation for Bids (IFB) shall be advertised via publications in "South Carolina Business Opportunities (SCBO)" and via City-owned electronic media. Notice may be sent directly to select, qualified vendors appropriate for the particular procurement, but Procurement will rely on input from City departments

in such instances. The Invitation for Bids shall include specifications and all other contractual terms and conditions applicable to the procurement.

- b. Public notice of the Invitation for Bids shall be given not less than seven (7) calendar days prior to the bid opening date.
 - c. After issuance of the solicitation, discussions with potential offerors will be limited, by the terms and conditions of the solicitation, and will be directed to Procurement, who will provide answers to questions and any supplementary information to all potential offerors by written addendum. Procurement may have discussions with one or more potential offeror(s) for the purpose of clarification of solicitation requirements to assure full understanding of and conformance with the solicitation. No oral statement or representation is binding on the City unless it is reduced to writing via official addendum.
 - d. All bids shall be kept in a secure location and shall remain unopened until the announced time and date of bid opening. Bids shall be opened publicly in the presence of one or more witnesses at the time and the place designated in the Invitation for Bids. The amount of each bid and the name of each bidder shall be announced and recorded by Procurement or his/her designee.
 - e. Upon approval of Procurement, bidders may withdraw and correct bids before the bid opening to correct a minor irregularity in the bid. A minor irregularity is one which is merely in form or is of some immaterial variation from the exact requirements of the Invitation for Bids, having no effect or merely a trivial or negligible effect on total bid price, quality, quantity, or delivery of the supplies or performance of the contract, and the correction or waiver of which would not affect the relative standing of, or be otherwise prejudicial to bidders. Bidders shall be solely responsible for requesting this provision.
 - f. Following bid opening, no changes by a bidder in bid prices or other provisions of bids prejudicial to the interest of the City or fair competition shall be permitted. After the bids are opened, bids shall be irrevocable for the period specified in the Invitation for Bids.
- ii. Responsible and Responsive Bidders

A solicitation can be awarded only to responsible, responsive bidders. Criteria for determining whether a bidder is responsible and responsive is defined as follows:

- a. A *responsible offeror* means a person, partnership, or firm who, in the solicitation documents, has demonstrated with reasonable specificity and relevance the capability to perform fully the contract requirements and who has demonstrated with project descriptions or references the integrity and reliability which will assure

good faith performance. The Department Director of the requesting department shall make a recommendation related to the responsibility of an offeror and the final determination of responsibility is made by Procurement.

- b. A *responsive offeror* means a person, partnership or firm who, in the solicitation documents, provides information in substantially the same form as requested by the City's solicitation and clearly indicates that the submittal meets or exceeds any minimum requirements contained in the solicitation. The Department Director of the requesting department shall make a recommendation related to the responsiveness of an offeror and the final determination of responsiveness is made by Procurement.
- c. Procurement shall send written notice to any non-qualifying bidder, and the notice shall state the basis for the determination.

iii. Tie in Price

When two or more vendors are tied in price while otherwise meeting all required terms and conditions of the Invitation for Bids, Procurement shall award the contract as described below, to recognize local preference.

- a. If there is an in-city vendor tied with an out-of-city vendor, the award shall go to the in-city vendor.
- b. If there is an in-county vendor tied with an out-of-county vendor, the award shall go to the in-county vendor.
- c. If there is an in-state vendor tied with an out-of-state vendor, the award shall go to the in-state vendor.
- d. Tie bids shall otherwise be awarded based upon the first bid received by Procurement.

iv. Bid Award

Procurement shall make the award of solicitations after obtaining the recommendation from the requesting Department Director. The recommendation for award shall be based on the lowest cost, responsible and responsive bid. The award letter shall be issued by Procurement to the lowest responsible and responsive bidder. The City reserves the right to reject any or all bids, cancel the Invitation for Bids, or waive or allow correction of any minor informality or irregularity of a bid.

v. Contract Documents

Upon award, Procurement is responsible for managing all phases of the contracting process and will manage all required approvals through the most updated contract workflow and approvals process.

D) Competitive Sealed Proposals; Request for Proposals (RFP)

When Procurement and the head of the using department determine that the use of competitive sealed bidding is not suited to the complexity of the project, then Procurement may issue a Request for Proposals (RFP). The determination shall be reduced to writing by the using department and placed into the file prior to issuance of a formal solicitation. This method shall be used, when applicable, for the procurement of goods and services that are anticipated to be in excess of \$100,000. A Purchase Order is required to be approved by the Department Director, the Purchasing Agent (or their designee), the Finance Director, and the City Administrator prior to the order being placed with the vendor.

Specifications, if applicable and when set forth in a City procurement request, establish minimum requirements upon which competitive proposals or bids are to be submitted to the City, and/or upon which a City procurement shall be awarded. The requesting department shall be responsible for the development of competitive and non-restrictive specifications and final approval is required from Procurement before any bids or proposals are solicited.

When listing brand names, vendors should be given the opportunity to submit bids for "equal" products, unless a particular brand is required. When a particular brand is required, the requesting department should state their reasoning for such requirement to Procurement. Procurement must concur with the requesting department for a brand name to be required.

Qualified products are any item(s) that have been tested by a requesting department, under the supervision of that Department Director, prior to their actual procurement under a contract to establish which supplier(s) can comply with the product specifications. Any qualified products approved by the Department Director shall be reduced to writing and submitted to Procurement for approval. Once approved, Procurement shall retain such in the applicable Contract or Purchase Order file and shall be procured through the procedures contained in this policy. If only one source can supply the qualified product, the procurement shall be made under the guidelines of "Sole Source" procurement.

i. Request for Proposals Procedures

- a. Notice for a Request for Proposals (RFP) shall be advertised via publications in "South Carolina Business Opportunities (SCBO)" and via City-owned electronic media. Notice may be sent directly to select, qualified vendors appropriate for the

particular procurement, but Procurement will rely on input from City departments in such instances.

- b. Public notice of the Request for Proposals shall be given not less than fifteen (15) calendar days prior to the RFP's submittal date.
 - c. After issuance of the solicitation, discussions with potential offerors will be limited, by the terms and conditions of the solicitation, and will be directed to Procurement, who will provide answers to questions and any supplementary information to all potential offerors by written addendum. Procurement may have discussions with one or more potential offeror(s) for the purpose of clarification of solicitation requirements to assure full understanding of and conformance with the solicitation. No oral statement or representation is binding on the City unless it is reduced to writing via official addendum.
 - d. City departments and Procurement are prohibited from disclosing, directly or by implication, the contents of proposal documents to competing providers during the selection or negotiation process. After the solicitation is approved for award and is closed, the submitted proposals shall be open for public review in accordance with the Freedom of Information Act.
 - e. All responsive and responsible proposals will be evaluated by a committee utilizing evaluation criteria established and published in the solicitation documents. The decision to short list and interview will be made by Procurement, based on the range of scores and the recommendation from the evaluation committee. If interviews are conducted, the scores from the interview phase will be added to the total scores accumulated from the initial review and cost proposal phase of the evaluation process.
 - f. The purpose of an RFP is to determine the best value for the City, without cost serving as the sole, determining factor. Best value will be determined by the highest scored proposal and a recommendation for award must be offered to the highest scored proposal.
- ii. Responsible and Responsive Proposals

A solicitation can be awarded only to responsible, responsive proposals. Criteria for determining whether a proposal is responsible and responsive is defined as follows:

- a. A *responsible offeror* means a person, partnership, or firm who, in the solicitation documents, has demonstrated with reasonable specificity and relevance the capability to perform fully the contract requirements and who has demonstrated with project descriptions or references the integrity and reliability which will assure good faith performance. The Department Director of the requesting department

shall make a recommendation related to the responsibility of an offeror, and the final determination of responsibility is made by Procurement.

- b. A *responsive offeror* means a person, partnership or firm who, in the solicitation documents, provides information in substantially the same form as requested by the City's solicitation and clearly indicates that the submittal meets or exceeds any minimum requirements contained in the solicitation. The Department Director of the requesting department shall make a recommendation related to the responsiveness of an offeror, and the final determination of responsiveness is made by Procurement.
- c. Procurement shall send written notice to any non-qualifying bidder, and the notice shall state the basis for the determination.

iii. RFP Award

Procurement shall make the award of solicitations after obtaining the recommendation from the requesting Department Director. The recommendation for award shall be based on the highest scored responsible and responsive proposal. The award letter shall be issued by Procurement to the highest scored responsible and responsive offeror. The City reserves the right to reject any or all proposals, cancel the Request for Proposals, or waive or allow correction of any minor informality or irregularity of a proposal.

iv. Contract Documents

Upon award, Procurement is responsible for managing all phases of the contracting process and will manage all required approvals through the most updated contract workflow and approvals process.

E) Request for Qualifications (RFQ)

The Request for Qualifications shall invite the submission of qualifications from offerors to perform a specified task or service. Offerors shall be evaluated utilizing established and published evaluation criteria that will be used to establish a ranked order of qualified offerors. From this ranking, a list of typically the three (3) to five (5) highest-ranked offerors will be placed on short/pre-qualified list that can be used for future bids/proposals or the establishment of vendors needed for specific on-call services. The RFQ process shall follow the general guidelines of the RFP process, but will most likely not render a single award.

F) Professional Services

Professional services are those services which require an advanced, specialized type of knowledge, expertise, or training customarily acquired either by a prolonged course of study or equivalent experience in the field. Final determination of the validity of a

professional services contract will be made by Procurement. The selection method shall consider the nature of the project, the capability of the contractor to produce the required service within a reasonable time frame, past performance, and the ability to meet project budget requirements.

- i. For professional services of \$25,000 or less per contract term, the Department Director may recommend a single firm for consideration of award to Procurement. The selection method shall consider the nature of the project, the capability of the contractor to produce the required service within a reasonable time frame, past performance, and the ability to meet project budget requirements.
- ii. For professional services greater than \$25,000 and up to \$100,000 per contract term, the Department Director will, upon his/her independent solicitation and evaluation of at least three informal proposals from professionals qualified to render the service, recommend in writing the selection of a provider of professional services to Procurement, stating the reasons for choosing the selected contractor. The selection method shall consider the nature of the project, the capability of the contractor to produce the required service within a reasonable time frame, past performance, and the ability to meet project budget requirements.
- iii. Requests for professional services in excess of \$100,000 will be procured through the formal RFP solicitation method. When professional services have been obtained pursuant to an RFP for a specified term, the City Administrator may extend the term for up to one additional year upon determining a need to continue the contractual arrangement until future services can be obtained in accordance with a new Request for Proposals.
- iv. On-call professional services contracts must be obtained through the formal RFP process.
- v. Procurement is responsible for managing all phases of the contract process and will provide user departments with the contracting method for each procurement and will manage all required approvals through the most updated contracting process. All contracts for service(s) require insurance and a business license.

G) Contract Purchases

Annual contracts can be established for use by City departments. Annual contracts, which are contracts covering periodic orders over a given term, will be negotiated by Procurement for the frequent and recurring purchase of materials, supplies, equipment, and/or services. Annual contracts will be awarded through the competitive process, and will be valid for a time period determined to be reasonable for the particular product or service contracted. During the term of the annual contract, all items covered by the agreement may be ordered at contract rates from the provider to whom the contract was awarded without additional

requests for bids, proposals or quotes. Requesting departments are authorized to request purchases through available Federal (General Services Administration (GSA)), State (SC) and other cooperative purchasing entities/agreements. These requests must be approved by Procurement to ensure compliance with standard terms and conditions, insurance requirements, and approved contract approval processes. Procurement is responsible for managing all phases of the contract process, will provide user departments with the contracting method for each procurement, and will manage all required approvals through the most updated contracting process.

H) Cooperative Purchases

The City may participate in, sponsor, conduct, or administer a cooperative purchasing agreement for the procurement of any supplies, services, or construction with one or more public procurement entities or external procurement activities in accordance with an agreement entered into between the participants. Such cooperative purchasing may include, but is not limited to, joint or multi-party contracts between public procurement entities and open-ended state public procurement unit contracts which shall be made available to local public procurement units.

I) Emergency Purchases

When there is an immediate threat to public health, welfare, critical economy and efficiency, or safety under emergency conditions, a Department Director may authorize their department to make emergency procurements that do not comply with this policy. In such a case, the Department Director will submit to Procurement a written determination of the basis for the emergency, vendor selection, product/service procured, and cost. Procurement will retain this information. If such a condition occurs and the purchase exceeds \$100,000, the written determination will be forwarded to the City Administrator for approval and subsequently retained by Procurement. The City Administrator may also authorize emergency procurements that do not comply with this policy and, for the record, shall establish in writing the basis of such decision.

J) Single / Sole Source Purchases

Both single and sole source purchases are allowed but must be well justified, including documented verification that a good faith search for competition has been made. Single/Sole source documentation shall be provided by the using department and may be subsequently verified by Procurement.

i. Specific Product/Service Request

If a department reaches the conclusion, through good faith efforts, that only a specific product, service, supply, material, or construction item will meet its needs then the Department Director must provide a written justification, including any financial

impact of the proposed sole-source procurement, to Procurement who shall approve or deny such sole-source request. Convenience alone cannot be used as a justification for sole-source procurement.

ii. Authorization Levels

For those single/sole source procurements exceeding \$25,000, the Finance Director shall also approve the procurement; for those exceeding \$50,000, the City Administrator shall additionally approve the procurement. Adverse determinations by Procurement may be submitted to the Finance Director, and any adverse determination by the Finance Director may be submitted to the City Administrator.

K) Extraordinary Circumstances

In extraordinary circumstances the City Administrator has the authority to approve procurements outside of this policy when the City Administrator determines such actions serve a proper corporate and public purpose, provided that the procurement selected assures the efficient use of public funds and adheres to commercially reasonable standards, and provided that the City Administrator establishes, for the record, the basis of the determination.

L) Intergovernmental Agreements

Whenever the City enters into an intergovernmental agreement for a joint project with a federal, state, county or other municipal governmental entity including, but not limited to a regional council, special purpose district, special tax district, state authority, joint district, or public university, then Procurement may, upon approval of the Finance Director, use the procurement practices of the other public entity, provided that such practices reasonably appear to comply with applicable law.

M) Public / Private Cooperation Agreements

The City may enter into an agreement with a private developer for the procurement of both public and private services, the avoidance of economic waste, and the timely completion of both public and private components of the project when the City determines that this can be best accomplished by a single entity being responsible for coordinated construction, and provided that costs are properly accounted for and a fair opportunity for competitive participation is preserved.

N) Exemptions from Established Procedures and Procurement Methods

i. "One of a Kind" Purchases, Competition Not Feasible:

- a. Artistic one-of-a-kind goods or services including, but not limited to the following: paintings; antiques; sculptures; artists; musicians; or other like entertainment.
 - b. Published books, maps, periodicals, subscriptions, and technical pamphlets
 - c. Membership fees
 - d. Postage, postage stamps and other delivery fees
 - e. Tuition reimbursements
 - f. Conference registration
 - g. Public advertising
 - h. Supplies/services from other governmental agencies
 - i. Medicine/drugs
 - j. State/Federal surplus and used equipment/supplies, which have been secured in a commercially reasonable manner with the approval of Procurement.
 - k. Equipment maintenance or service agreement with the manufacturer or authorized service agent of particular equipment otherwise acquired under the procedures.
- ii. Real estate may be acquired, transferred, or sold without a bidding process, provided the amount paid or received can be substantiated and documented with reliable data or a reliable professional opinion, or both, on the fair market value of the interest which is the subject of the transaction. When conveyances out by the City are for private or public project development, the future benefit to the City and to the public may be considered, as well as fair market value. All such transactions must be reviewed by the City's Attorney prior to the execution of documents.
 - iii. Legal Services

When the City becomes involved in litigation, reasonably anticipates litigation, or requires specialized legal advice in order to avoid potential claims, then the City Administrator may select outside counsel based upon such counsel's competence in litigation or in the subject matter involved. The City Administrator shall secure those services, whenever feasible, at below market rates and terms, while recognizing the total sum of fees for litigation, or litigation prevention, cannot be predicted at the outset of a particular case. The City Administrator shall maintain such practices as are reasonable to have available for representation on short notice firms familiar with the City's practices and organization and to provide opportunities for other qualified counsel to be considered for selection. The City Administrator may also select outside counsel on the same basis to advise the City on special issues of law that may arise in the course of operations. When City Council itself has the need for outside counsel, it

may allow for such practices as result in the receipt of legal services which meet the special need of Council and which have compensation arrangements compatible with those otherwise followed by the City.

iv. Development Agreements

Whenever the City enters into an agreement with a private developer as a means of coordinating a private project with the provision of public services, the construction or installation of improvements, the installation of public improvements, or a combination of such arrangements, then in order to achieve efficiencies for all projects concerned and to avoid confusion and delay in the completion of the respective projects, the City may enter into written agreements which permit the private entity's procurement practices to be utilized in the City's component of the project. Any such arrangement, however, must be designed to secure the greatest value for the public good with the most efficient means available in accordance with reasonable business standards. Any written agreement for such coordinated projects must provide for the City's consent and approval of procurement practices for improvements or activities funded by the City. Such practices must assure adherence to principles of fairness, efficiency, and value for the use of public funds. The practices must provide for competitiveness, even though bids may not be necessary. To the extent performance bonds or payments bonds are required by the general law of this State for political subdivisions, these practices shall assure their use for public improvements funded by the City.

2.3. Limits for Acquisition and Approval

A) Goods and Services \$5,000 or Less

Purchases less than or equal to \$5,000 may be acquired without securing competitive quotations provided the cost for the same are objectively reasonable; *please also refer to the latest version of the City's Purchasing Card Policy*. Purchase requirements must not be artificially divided so as to create purchases allowable pursuant to this section. Purchases of \$5,000 or less shall be approved by the Department Director. If a service is to be provided, then Procurement will be responsible for managing all phases of the contracting process, provide user departments with the contracting method for each procurement, and will manage all required approvals through the most updated contract workflow and approvals process. All contracts for service(s) require insurance and a business license. For any technology-related purchases, the requesting department is responsible for complying with the latest version of the City's IT Services/Products Workflow and Approval process.

B) Goods and Services \$5,001 to \$25,000

Unless otherwise specifically exempted, all purchases for goods and services which have a value greater than \$5,000, but less than or equal to \$25,000, shall be procured under the authority of Procurement. Written quotations shall be solicited from a minimum of three

(3) qualified vendors. Departmental users may solicit the quotations and provide these to Procurement. In documented cases involving items that are difficult to source, a written "no quote" from a vendor may fulfill the three (3) quote requirement – subject to approval by Procurement. Purchases greater than \$5,000 but less than \$25,000 shall be approved by the Department Director, the Procurement Coordinator, and the Finance Director. If a service is to be provided, then Procurement will be responsible for managing all phases of the contracting process, provide user departments with the contracting method for each procurement, and will manage all required approvals through the most updated contract workflow and approvals process. All contracts for service(s) require insurance and a business license. For any technology-related purchases, the requesting department is responsible for complying with the latest version of the City's IT Services/Products Workflow and Approval process.

C) Goods and Services \$25,001 to \$100,000

Unless otherwise specifically exempted, all purchases for goods and services which have a value greater than \$25,000, but less than or equal to \$100,000, shall be procured under the authority of Procurement. Written quotations shall be solicited from a minimum of three (3) qualified vendors. Departmental users may solicit the quotations and provide these to Procurement. In documented cases involving items that are difficult to source, a written "no quote" from a vendor may fulfill the three (3) quote requirement – subject to approval by Procurement. Purchases greater than \$25,000 but less than \$100,000 shall be approved by the Department Director, the Procurement Coordinator, the Finance Director, and by the respective Deputy or Assistant City Administrator; the City Administrator will approve if and when a conflict in the chain of command is present. If a service is to be provided, then Procurement will be responsible for managing all phases of the contracting process, provide user departments with the contracting method for each procurement, and will manage all required approvals through the most updated contract workflow and approvals process. All contracts for service(s) require insurance and a business license. For any technology-related purchases, the requesting department is responsible for complying with the latest version of the City's IT Services/Products Workflow and Approval process.

D) Goods and Services Costing more than \$100,000

Unless otherwise specifically exempted, all purchases for goods and services costing more than \$100,000 shall be procured by Procurement using the competitive processes which involve formal, published solicitations, State Contracts or cooperative purchasing contracts. Purchases that exceed \$100,000 shall be approved by the Department Director, Procurement, the Finance Director, the respective Deputy or Assistant City Administrator, and the City Administrator. If a service is to be provided, Procurement will be responsible for managing all phases of the contracting process, will provide user departments with the contracting method for each procurement, and will manage all required approvals through

the most updated contract workflow and approvals process. All contracts for service(s) require insurance and a business license. For any technology-related purchases, the requesting department is responsible for complying with the latest version of the City's IT Services/Products Workflow and Approval process.

2.4. **Insurance, Bonds, and Projects with Multiple Phases**

A) Bid, Performance, and Payment Bonds

Bid, performance, and/or payment bonds or other security, if required by City in the solicitation, will be required to be submitted contemporaneous with any bid responsive thereto within a set time frame after project award and/or prior to a notice to proceed, as Procurement reasonably deems advisable to protect the City's interest.

B) Invitation for Bids for Construction Exceeding \$100,000 - Bid Bond

Bid security, in an amount equal to at least five percent (5%) of the amount of the bid, shall be required for all competitive bidding for construction contracts exceeding \$100,000. Such security shall be a valid bid bond provided by a surety company authorized to do business in South Carolina, or the equivalent in cash, certified check, cashiers' check, or money order. The City, at its discretion, may require bid bonds on Invitation for Bids under \$100,000 when the circumstances warrant. Noncompliance with this provision is a basis for the bid to be rejected by the City. Bid bonds will be returned to the unsuccessful bidders upon contract award by Procurement.

C) Invitation for Bids for Construction Exceeding \$100,000 - Performance & Payment Bonds

When a construction contract is awarded in excess of \$100,000, the following bonds or security shall be delivered by the successful bidder to the City and shall become binding on the parties upon the execution of the contract. Bid or performance bonds shall not be used in substitution for the determination of bidder's or offeror's responsibility.

- i. A performance bond shall be in an amount equal to one hundred percent (100%) of the contract amount; and
- ii. A payment bond for the protection of all persons supplying labor and material to the contract or its subcontractors for the performance of the work shall be in an amount equal to one hundred percent (100%) of the contract amount.
- iii. Procurement is authorized, upon request of the contractor, to reduce the amount of performance and payment bonds to fifty percent (50%) of the contract amount when work equaling at least fifty percent (50%) of the contract amount has been successfully completed or when such action is in the City's best interest and in compliance with other applicable law.

D) Projects with Multiple Phases

When projects subject to the provisions of this policy have multiple stages, which could be subject to either a single bid or proposal for all stages or to multiple bids or proposals for the stages as they evolve, the City may seek bids or proposals for the entire project or it may seek bids or proposals for the initial stage of the project and thereafter amend the initial contract after it is in operation, or within a reasonable time of its completion, to include the subsequent stages. In the latter instance, the subsequent stages must be similar in character of performance and location, when location is relevant, to the initial stage, and the pricing components for the subsequent stages must be substantially the same as the initial contract submitted for bids or proposals. The phrase "substantially the same" may include price adjustments which reasonably correlate with established and widely recognized prices indices relevant to the goods, material, and services used in the project.

2.5. Pre-litigation Resolution of Controversies

A) Authority to Resolve Protested Solicitations - Prospective Bidders

i. Right to Protest

Any prospective bidder, offeror, or contractor who is aggrieved in connection with the solicitation of a contract shall protest to Procurement in the manner stated in this policy within ten (10) calendar days of the date of issuance of the Invitation for Bids or Request for Proposals or other solicitation documents, whichever is applicable, or any amendment thereto. In no case shall a protest be received after a bid has been opened.

a. *Protest Procedure.* A protest shall be in writing, submitted to Procurement, as stated above, and shall set forth the grounds of protest and the relief requested with enough particularity to give notice of the issues to be decided.

ii. Authority to Resolve Protests

The City Administrator, in coordination with and under the advisement of the City's Attorney, shall have authority, prior to the commencement of an action in court concerning the controversy, to settle and resolve a protest by a prospective aggrieved bidder, offeror, or a contractor concerning the solicitation of a contract.

iii. Decision

If the protest is not resolved by mutual agreement, the City Administrator, in coordination with the City's Attorney, shall issue a response in writing within ten (10) working days after receipt of the protest. The response shall state the decision and the reasons for the action taken. The response may provide for additional time in which a decision will be made.

- a. *Notice of Decision.* A copy of the decision shall be mailed or otherwise furnished immediately to the person making the protest and any other intervening party.
- b. *Finality of Decision.* A decision shall be final and conclusive.

B) Authority to Resolve Protested Solicitations - Actual Bidders/Contractors

i. Right to Protest

Any actual bidder, offeror, contractor who is aggrieved in connection with the intended award or award of a contract shall protest to the City Administrator in the manner stated in this policy within ten (10) working days of the date of notification of award. A protest shall be in writing, submitted to the City Administrator, as stated above, and shall set forth the grounds of protest and the relief requested with enough particularity to give notice of the issues to be decided.

ii. Authority to Resolve Protests

The City Administrator, in coordination with and under the advisement of the City's Attorney, shall have authority, prior to the commencement of an action in court concerning the controversy, to settle and resolve a protest by an actual aggrieved bidder, offeror, or a contractor concerning the award of a contract. The City Administrator may provide a copy of the protest to the successful bidder or proposer and afford that person or firm an opportunity to comment.

iii. Decision

The City Administrator, in coordination with the City's Attorney, shall issue a response in writing within ten (10) working days after receipt of the protest. The response shall state the decision and the reasons for the action taken. The response may provide for additional time in which a decision will be made.

- a. *Notice of Decision.* A copy of the decision shall be mailed or otherwise furnished immediately to the protestant and any other intervening party, and to the person or firm originally designated as the successful bidder or proposer.
- b. *Finality of Decision.* A decision shall be final and conclusive.

C) Authority to Debar or Suspend

After reasonable notice to the person or firm involved and reasonable opportunity to be heard, Procurement, after consultation with the City Administrator and the City's Attorney, shall have authority to debar a person or firm for cause from consideration for award of contracts. Procurement, after consultation with the City Administrator and the City's Attorney, shall also have the authority to suspend a person or firm from consideration for award of contracts if there is probable cause to believe that the person or firm has engaged

in any activity which might lead to debarment. The period of debarment or suspension shall be set by Procurement with advice from the City's Attorney.

i. Causes for Debarment or Suspension

Whenever a vendor or contractor does not perform satisfactorily (i.e. late delivery; delivery of non-specified items unauthorized by Procurement; unauthorized price increases; over-shipment or under-shipment; inability to meet construction schedules; failure to obtain permits; or not submitting performance check lists), written notification from the Department Director will be given to Procurement who shall then take the appropriate action. The causes for debarment or suspension shall include, but not be limited to, the following:

- a. Conviction for commission of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of such contract or subcontract;
- b. Conviction under State or Federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty which currently, seriously, or directly affects responsibility as a City contractor, conviction under State or Federal antitrust statutes arising out of the submission of bids or proposals;
- c. Violation of contract provisions of a character which is regarded by Procurement and the City's Attorney to be so serious as to justify debarment action;
- d. Willful or indifferent failure, without good cause to perform in accordance with the specifications or within the time limit provided in the contract;
- e. A recent record of failure to perform or of unsatisfactory performance in accordance with the terms of one or more contracts with the City or contracts with other entities which directly affect the City or the public residing in or traveling in the City; provided that failure to perform or unsatisfactory performance caused by acts beyond the control of the contractor shall not be considered to be a basis for debarment;
- f. Violation of the ethical standards set forth in the South Carolina State Ethics Act or other provisions of law; and
- g. Any other cause, including debarment by another governmental entity for cause, which Procurement and the City's Attorney determine to be so serious and compelling as to indicate a likely inability to perform contracts as specified on time, within budget and without repeated correction or a high degree of supervision.

ii. Decision.

Procurement, in coordination with the City's Attorney, shall issue a written decision to debar or suspend within ten (10) working days of the completion of administrative review of the matter. The decision shall:

- a. State the reasons for action taken, and
- b. State the period of debarment or suspension and inform the debarred or suspended person or firm involved of the rights to administrative review as provided in this Policy.
- c. *Notice of Decision.* A copy of the decision shall be mailed or otherwise furnished immediately to the debarred or suspended person or firm and any other intervening party.
- d. *Finality of Decision.* A decision shall be final and conclusive, unless the debarred or suspended person or firm appeals administratively to the City Administrator by filing a written appeal within ten (10) working days of the date of the written decision sent by Procurement. The City Administrator shall review the decision and render a decision within ten (10) calendar days after receipt of appeal. The decision of the City Administrator shall be final and conclusive. Debarment is not stayed pending appeal.

Glossary

Addendum: A written change, addition, alteration, correction, or revision to a solicitation or contract document. The name commonly given to the document used to revise a solicitation.

Bid Bond: An insurance agreement accompanied by a monetary commitment by which a third party (the surety) accepts liability and guarantees that the bidder will not withdraw the bid.

Cooperative (co-op) Purchasing: (1) The action taken when two or more entities combine their requirements to obtain the advantages of volume purchases, including administrative savings and other benefits. (2) A variety of arrangements, whereby two or more public procurement entities purchase from the same supplier or multiple suppliers using a single Invitation for Bids (IFB) or Request for Proposals (RFP).

Debarment: (1) To prohibit a supplier/contractor from submitting offers on future requirements for cause for a certain period of time. (2) A sanction brought against a seller whereby they may not engage in future procurement actions. (3) To exclude or shut out of future solicitations and contracting opportunities. See also: *Suspension*.

General Services Administration (GSA): centralized procurement division of the U.S. federal government. Particular designated contracts (schedules) allow for eligible state and local government entities to purchase goods and services, the federal government's version of cooperative purchasing.

Invitation for Bid (IFB): A procurement method used to solicit competitive sealed bid responses, sometimes called formal bids, when price is the basis for award.

Material Safety Data Sheet (MSDS): Standardized document concerning a hazardous chemical that identifies the chemical, the common names of the ingredients, the physical and chemical characteristics, the hazards of the chemicals, and the emergency and first aid procedures to be considered when working with the chemical.

Payment Bond: A financial or contractual instrument issued by a surety that guarantees that subcontractors will be paid for labor and materials expended on the contract. Acceptable forms of payment bonds may include a cashier's check, certified check, or irrevocable letter of credit issued by a financial institution; a surety or blanket bond; United States Treasury bond; or certificate of deposit.

Performance Bond: (1) An instrument executed, subsequent to award, by a successful offeror that protects the public entity from loss in the case of the offeror's inability to complete the contract as agreed. (2) A risk mechanism that secures the fulfillment of all contract requirements.

Qualified Products List (QPL): A list of products identified by manufacturers' names and model numbers that are the only items that meet the minimum specifications as determined by the using entity. These products are used when quality is such a critical factor and testing so lengthy or expensive that the entity wants to stay with proven products.

Request for Proposals (RFP): The document used to solicit proposals from potential providers (proposers) for goods and services. Price is usually not a primary evaluation factor. An RFP provides for the negotiation of all terms, including price, prior to contract award. May include a provision for the negotiation of best and final offers. May be a single-step or multistep process.

Request for Qualifications (RFQu): A document that is issued by a procurement entity to obtain statements of the qualifications of potential responders (development teams or consultants) to gauge potential competition in the marketplace, prior to issuing the solicitation.

Request for Quotations (RFQ): Purchasing method generally used for small orders under a certain dollar threshold. A request is sent to suppliers along with a description of the commodity or services needed, and the supplier is asked to respond with price and other information by a predetermined date. Evaluation and recommendation for award should be based on the quotation that best meets price, quality, delivery, service, past performance, and reliability.

Single Source: A procurement decision whereby purchases are directed to one source because of standardization, warranty, or other factors, even though other competitive sources may be available.

Sole Source: A non-competitive method of procurement used when only one supplier possesses the unique ability or capability to meet the particular requirements of the entity or when only one supplier is practicably available.

Solicitation: An Invitation for Bids, Request for Proposals, telephone call, or any document used to obtain bids or proposals for the purpose of entering into a contract.

Suspension: (1) Prohibiting a supplier from submitting bids and proposals for a definite or indefinite period of time. (2) A temporary determination to exclude a supplier from obtaining any contracts for a period of time, usually before initiating debarment. Reasons for this action may include poor performance, late deliveries, violations of previous contract terms, etc. See also: *Debarment*.



**PURCHASING CARD
POLICY & MANUAL**

July 2026

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INTRODUCTION

WHAT IS A PURCHASING CARD?

A purchasing card (P-card) is an acceptable alternate method for the purchase and payment of goods for the City. Cardholders are authorized to deal directly with vendors for purchases of goods using a this card. These purchases are only for official business on behalf of the City. The P-Card is a credit card and must be handled with the same care and security as your personal credit card.

PURPOSE OF THE PURCHASING CARD POLICY AND MANUAL

The Purchasing Card Policy and Manual is intended to present a uniform method of maintaining and accounting for the City of Clemson P-Card (Issued via Bank of America under State Contract) purchases. The procedures in this policy shall apply to all departments and employees having custody of City of Clemson P-Cards.

Annually, the procedures in this manual will be evaluated and modified, as necessary, to ensure accurate P-Card data processing.

OBJECTIVES

In addition to providing a point of reference to City of Clemson officials and others relative to purchase record keeping, the objectives of this manual are as follows:

- To assemble in one manual of reference the policies, procedures and instructions to be used in the accountability, maintenance, and record keeping of the P-Cards;
- To name the requirements and responsibilities of the various departments in the perpetuation of the Bank of America Works© System; and
- To provide examples and forms to be used in maintaining the P-Card system.

CONCLUSIONS

The integrity of this system is directly tied to the comprehension and cooperation of its users. It is important that all City of Clemson employees are aware of this system and the steps necessary to maintain it. It is equally important for employees to comply with accounting and maintenance procedures to properly utilize the system, as it will provide them with useful and timely management data.

Access to the Works© database may be allowed to employees and departments and updated as appropriate.

1.0 GETTING A P-CARD

1.1 *How do I get a P-Card?*

Before any P-Card is issued to an employee, the employee's Department Head must give approval. **Neither the employee nor the supervisor are to contact Bank of America to request a P-Card.** Instead, the Department Head must complete a P-card Request/Change form (Exhibit D) and submit to the Finance Department. The Department Head will set the credit limit. A copy of this procedure manual will be issued and the employee will be required to sign the Employee Acknowledgement before the card is assigned.

1.2 *Once I receive a P-Card, who can use it?*

Each employee authorized by the Department Head to have a P-Card will receive a card under his or her name and will be assigned a unique account number. Each P-Card should be used **only** by the employee whose name appears on the card. No other person is authorized to use your assigned P-Card.

2.0 MAKING A PURCHASE

2.1 *What can I buy with my P-Card?*

You may use the card to buy any goods that you have been authorized to purchase under \$5,000. Any purchases over \$5,000 will require an approved P-Card requisition form (Exhibit C) which follows the thresholds of the City's purchasing policy. Before making a purchase over \$5,000 using the P-card, the requisition form along with the applicable quotes must be submitted for approval. Once the requisition form has been signed for approval, the purchase can be made. The signed requisition form along with all quotes shall be included with the receipt and monthly statement.

All services and agreements, including technology, shall follow the Procurement Policy.

2.2 *What can't I buy on my P-Card?*

The P-Card **cannot** be used for the following:

- a. Personal purchases
- b. Cash advances
- c. Per diem meals
- d. Alcohol and tobacco
- e. Online purchases using a personal account
- f. Fuel - unless traveling outside of the City in a City vehicle or the fuel pumps are down

2.3 *How much can I spend on my card?*

The credit limit will be determined by the Department Head for each employee. If there is a need to change an employee's credit limit, whether for a specific period or permanently, the Department Head will submit a P-Card Request/Change form (Exhibit D) to the Finance Department for this change to be made.

2.4 *Is the City of Clemson sales tax exempt?*

No, the City of Clemson is not exempt from sales taxes. The City will be liable to pay use tax for any purchases made out of state that do not contain tax. Please note use tax on the Clemson reconciliation report (Exhibit B).

2.5 *Do I need to follow any specific procedures before I buy something on my P-Card?*

- a. Although quotes are not required for small purchases under \$5,000, employees are expected to seek competition and the lowest prices for goods. The Procurement Policy should be followed in all cases.
- b. All items purchased over the counter must be immediately available at the time of P-Card use. No prepayment for back ordering of merchandise is permitted.
- c. When the goods are received, retain all shipping documentation and detailed receipt to turn into Finance with your monthly statement.

2.6 *Should I keep my receipts when I buy something with my P-Card?*

Yes. Whenever a purchase is made, whether over the counter, by telephone, or via the internet, documentation should be retained as proof of purchase. Receipts should be turned in with monthly statements to the Finance Department. Receipts for meals must be the itemized copy along with the reason for the purchase, names of the individuals included in the purchase, and the tip amount.

Copies must be made of all receipts printed on thermal paper to prevent fading and to ensure the longevity of the documentation.

2.7 *What if I lose a P-Card receipt?*

You are responsible for all receipts. You should keep all documentation in a file to compare against your monthly statement. If you do not have the receipt for a transaction listed on the monthly statement, you must attach an explanation to your monthly statement that includes a description of the item(s) purchased, date of purchase, vendor's name and reason for the lack of supporting documentation. The statement is to be submitted to your supervisor for approval. If you continue to misplace receipts, your card may be taken away.

3.0 RECONCILIATION

3.1 *How do I verify charges are correct?*

You or your department designee will be given access to the Bank of America "Works" program. Training will be provided on how to use the system. After purchases have posted to your account, you will receive an e-mail notifying you that transactions are ready for coding and sign off. Check each transaction listed in Works against your receipts and any shipping documents to verify the charges. Make sure all charges are correct and the goods were received or the services performed.

3.2 *What do I do after I have coded/signed off on the charges in the Works system?*

Retain all sales documentation (packing slips, invoices, sale receipts) until you receive your monthly statement. At that time, you, or your department designee, will need to print the monthly statement and the Clemson Reconciliation Report (Exhibit B), paper clip the receipts, (Note: please make copies of any receipts that are not on 8.5' X 11" paper), to your monthly statement, and give the signed documents to the Finance Department.

4.0 CREDITS AND RETURNS

4.1 *What if I am sent the wrong item or need to return an item that I bought on the P-Card?*

If an item purchased on the card is not satisfactory or received wrong, damaged, defective, etc., you are responsible for replacing the item or securing a credit.

Contact the vendor as soon as possible to explain the problem and inquire about return policies. The cardholder should give the vendor his or her P-Card number and ask for a credit or exchange. If a credit is given, you shall retain the appropriate transaction documentation to compare with the monthly statement and verify the credit.

4.2 *What if a credit does not appear on my next statement?*

If purchased items or credits are not listed on your monthly statement, you should hold on to the receipt or credit slip and check the next monthly statement. If the purchase or credit does not appear on the statement within 30 days after the date of purchase or initiation of the return/credit, notify the Finance Department.

4.3 *What if I have a charge on my monthly statement for something that I did not buy or I am charged too much? (This is a charge from a vendor that isn't considered fraud but a mistake by the vendor.)*

Contact the vendor and try to resolve any incorrect charge or overcharge. If the vendor cannot correct the problem, call the Finance Department to dispute the incorrect charge immediately on your behalf.

5.0 CARD SECURITY

5.1 *Who is ultimately responsible for the charges made on my P-Card?*

You, the cardholder, are responsible for safeguarding your P-Card and account number to the same degree you safeguard your personal credit information. If you are contacted by Bank of America or the Finance Department about some possible fraudulent charges, you will need to verify the charges. If you see charges on your statement that look fraudulent, you shall contact Bank of America to let them know that you did not make these purchases. You shall also notify your department head and/or the Finance Department either by emailing cocfinance@cityofclemson.org or calling any member of the finance team at 864-653-2036. If you are unable to reach someone in Finance, please call the Finance Director at 864-533-8085 (cell).

5.2 *What happens if I use the card for personal purchases or any unauthorized purchases?*

Any employee who makes unauthorized purchases or carelessly uses the P-Card may be liable for the total dollar amount of the unauthorized purchases plus any administrative fees charged by Bank of America in connection with the misuse. The employee may also have his or her card revoked and may be subject to disciplinary action, up to and including termination.

5.3 *What if my card is lost or stolen?*

If your P-Card is lost or stolen you shall immediately call VISA at 1-888-449-2273 to notify them of the loss. Additionally, you shall notify your department head and/or the Finance Department either by emailing cocfinance@cityofclemson.org or calling any member of the finance team at 864-653-2036. If you are unable to reach someone in Finance, please call the Finance Director at 864-533-8085 (cell).

If your P-card is stolen, you are required to file a police report in the jurisdiction where the card is stolen.

5.4 *Can I give my card to another City employee to use?*

No, the P-Card with your name on it is for your use **only**.

5.5 *Can I purchase items for other City employees?*

Yes, if another employee within your department needs to make a purchase and does not have a P-Card, you can make that purchase for them. Treat this purchase as your own, and save all documentation to reconcile with your monthly card statement.

6.0 OTHER QUESTIONS

6.1 *Will the P-Card have any impact on my personal credit line?*

No. The P-Card is a city liability, not a personal liability card.

6.2 *Under what circumstances might the use of my P-Card be declined?*

Your card will be declined if:

- a. You have exceeded your monthly credit limit and have not signed off on your transactions in *Works*;
- b. You attempt to use the card for an item you are not allowed to purchase; or
- c. Your card has been flagged with fraudulent charges.

6.3 *What do I do if my P-Card is declined at the vendor?*

Call the Finance Department at 864-653-2036 and explain the situation. They will be able to call Bank of America and authorize the purchase, if appropriate. If you are unable to reach someone in the Finance Department, please call the Finance Director at 864-533-8085 (cell).

7.0 Definitions

Cardholder

The City employee to whom a written Delegation of Authority has been given granting the use of the Purchasing Card to make purchases within preset limits on behalf of the City.

Cash Advance

Withdrawing cash from the purchasing card. *This is prohibited on the Purchasing Card.*

Charge Slip/Documentation/Receipt

Itemized list of individual purchases.

Credit

Charged amount removed from total owed by the City.

Credit Limit

A maximum dollar value of charges that may be applied to a Cardholder's purchasing authority during a month.

Dispute

A formal request to Bank of America to investigate a transaction that you believe is wrong.

Monthly Statement

Monthly record of charges and credits.

Official Use

Authorized purchases for the City.

Purchasing Card

A credit card that is used as an alternative payment method.

Purchasing Card Provider

Our P-cards are issued by Bank of America.

Purchasing Card Request

A document issued by the Department Head that establishes the individual as an authorized Cardholder. The delegation of authority will specify spending limitations unique to that Cardholder.

Reconciliation

Balancing charge slips with monthly billing statement.

8.0 Exhibits

The exhibits shown on the following pages can be found in the Finance Forms – Shared Drive in the P-Card folder.



PURCHASING CARD - EMPLOYEE ACKNOWLEDGEMENT

I, _____, hereby request a Purchasing Card. As a cardholder I agree to comply with the following terms and conditions regarding my use of the card.

1. I understand that I am being entrusted with a valuable tool - a Purchasing Card - and will be making financial commitments on behalf of the City. I will strive to obtain the best value for the City through competitive bidding when possible.
2. I understand that the City is liable to Bank of America for all charges made on the card.
3. I agree to use this card for approved purchases only and agree not to charge personal purchases. The purchasing card is to be used only to make purchases at the request of, and for the legitimate business benefit of, the City of Clemson, South Carolina. I understand that the City may take appropriate action for any discrepancies.
4. I will follow the established procedures for the use of the purchasing card. Failure to do so may result in either losing my card privileges or other disciplinary actions.
5. I have been given a copy of the Purchasing Card Policy & Procedures Manual and understand the requirements for the card's use.
6. I agree to return the card immediately upon request or upon termination of employment (including retirement). Should there be any organizational change which causes my need for a card to likewise change, I also agree to return my card, if appropriate.
7. If the card is lost or stolen, I agree to notify my supervisor and the purchasing card administrator immediately and Bank of America by calling 1-888-449-2273.

Violations of these requirements may result in revocation of use privileges. Employees found to inappropriately use the purchasing card will be required to reimburse the City of Clemson for all costs associated with such improper use through direct payment or payroll deduction. Disciplinary action(s) may be taken per the City's Personnel Policies, up to and including termination. The City of Clemson will investigate and commence, in appropriate cases, criminal prosecution against any employee found to have misused the purchasing card or who violates the provisions of the card holder agreements.

I acknowledge receipt of the attached Purchasing Card Policy and agree to abide by said Policy.

Employee Name _____

Employee Signature _____

Department _____

Department Head _____

1250 Tiger Boulevard - Clemson, SC 29631 - (864) 653-2030 - (864) 653-2032

Employee Name									
Card Last 4 Digits Exactly Matches '8480'									
Company Name City of Clemson									
Post Date Between 2025-08-26 00:00:00 and 2025-09-25 00:00:00									
Report Owner Wilder, Leslie									
Report Time 2025-12-08 14:50:02									
Transaction Type One of: Cash advance or Misc Credit or Misc Debit or Purchase									
Card Last 4 Digits	Amount	Post Date	Card Current	Purchase Date	Item Description	Total Card	Item Tax	Item Price	
8480	282.71	08/28/2025	0.00	08/27/2025	CLEMSON AUTO PARTS - ASSET 2649	282.71	0.00	282.71	
100-6200-5311300-	0.00		0.00		BATTERY	282.71			
8480	30.13	09/05/2025	0.00	09/04/2025	ACE -TAPE/CABLE TIES/SPRINGS	30.13	0.00	30.13	
100-6200-5311000-	0.00		0.00			30.13			
report count: 2	0.00					312.84		312.84	



City of Clemson Purchasing Card Request Form

Date: _____

Department: _____

Employee Name: _____

Check all that apply:

New Card Credit Limit Requested _____

Increase Date to Return to original credit limit _____

Departmental Approval

Finance Approval



**CITY OF CLEMSON
AGENDA ITEM REQUEST FORM**

Requested By:
Jorge Campos, Chief of Police

Date Submitted: 4/9/26

Council Meeting Date: May 4, 2026

Type of Request: (Choose Only One)
Policy/Action

Agenda Item Summary: (brief for public information and posted agenda)
With the appointment of the new Chief of Police at the University, the MAA has been updated accordingly.

Agenda Item Detail: (expand as necessary for clarification)

STATE OF SOUTH CAROLINA

MUTUAL AID AGREEMENT

CITY OF CLEMSON POLICE DEPARTMENT _____

THIS AGREEMENT made and entered into this 8th day of April, 2026 by and between the Clemson Police Department and the Clemson University Police Department, Clemson, South Carolina.

WITNESSETH:

WHEREAS, Section 23-20-30 of the Code of Laws of South Carolina (hereinafter treated as “South Carolina Code”) provides:

- A. Any county, incorporated municipality, or other political subdivision of this State may enter into mutual aid agreements as may be necessary for the proper and prudent exercise of public safety functions. All agreements must adhere to the requirements contained in Section 23-20-40.
- B. Nothing in this chapter may be construed to alter, amend or affect any rights, duties, or responsibilities of law enforcement authorities established by South Carolina’s constitutional or statutory laws or established by the ordinances of South Carolina’s political subdivisions, except as expressly provided for in this chapter.

WHEREAS, South Carolina Code §23-20-40 provides:

- A. All mutual aid agreements for law enforcement services must be in writing and include, but may not be limited to, the following:
 - (1) a statement of the specific services to be provided;
 - (2) specific language dealing with financial agreements between the parties;
 - (3) specification of the records to be maintained concerning the performance of services to be provided to the agency;
 - (4) language dealing with the duration, modification, and termination of the agreement;
 - (5) specific language dealing with the legal contingencies for any lawsuits or the payment of damages that arise from the provided services;
 - (6) a stipulation as to which law enforcement authority maintains control over the law enforcement provider's personnel;
 - (7) specific arrangements for the use of equipment and facilities; and

- (8) specific language dealing with the processing of requests for information pursuant to the Freedom of Information Act for public safety functions performed or arising under these agreements.
- B. Except as provided in subsection (C), a mutual aid agreement entered into on behalf of a law enforcement authority must be approved by the appropriate governing bodies of each concerned county, incorporated municipality, or other political subdivision of this State. Agreements entered into are executed between governing bodies, and, therefore, may last until the agreement is terminated by a participating party of the agreement.
 - C. An elected official whose office was created by the Constitution or by general law of this State is not required to seek approval from the elected official's governing body in order to participate in mutual aid agreements.
 - D. Provided the conditions and terms of the mutual aid agreements are followed, the chief executive officers of the law enforcement agencies in the concerned counties, incorporated municipalities, or other political subdivisions have the authority to send and receive such resources, including personnel, as may be needed to maintain the public peace and welfare.
 - E. The officers of the law enforcement provider have the same legal rights, powers, and duties to enforce the laws of this State as the law enforcement agency requesting the services.

WHEREAS, the Clemson University Police Department (“CUPD”) exists and operates as a local law enforcement authority and political subdivision as defined by and within the meaning of South Carolina Code §§23-20-20 and 23-20-30;

WHEREAS, the Clemson Police Department (“CPD”) exists and operates as a local law enforcement authority and political subdivision as defined by and within the meaning of South Carolina Code §§23-20-20 and 23-20-30;

WHEREAS, CUPD and CPD (treated individually as “Party” and collectively as “Parties”) desire to enter into the instant Mutual Aid Agreement (“Agreement”) for the purpose of securing to each other the benefits of mutual aid in the event of natural disaster, disorder, or other emergency situations;

WHEREAS, the purpose of this Agreement is to set forth the scope of such mutual aid and the responsibilities of the Parties as may be necessary for the proper and prudent exercise of public safety functions in conformity with South Carolina Code §§23-30-30 and 23-30-40 as set forth above.

NOW, THEREFORE, in consideration of the mutual promises and considerations set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

(1) Specific Services Provided & Procedure.

Upon receiving a request for assistance from the other Party (“Requesting Party”), CUPD and CPD agree to transfer law enforcement officers from their jurisdiction to the Requesting Party’s jurisdiction on a temporary basis to assist the Requesting Party in administering the proper and prudent exercise of public safety functions.

a. Authority Upon Transfer:

When so transferred, such law enforcement officers shall possess all of the powers and authority of a law enforcement officer employed by the jurisdiction of the Requesting Party as provided by South Carolina Code §23-20-40(E).

b. Basis for Requests for Assistance:

CUPD and CPD may request from one another assistance by way of the transfer of law enforcement officers on a temporary basis in response to any law enforcement related need to assist the Requesting Party in administering the proper and prudent exercise of safety functions in their respective jurisdictions.

Examples: Illustrative but non-exhaustive examples of such situations contemplated by the Parties as potentially necessitating assistance include but are not limited to:

- i. Emergency situations;
- ii. Events involving or presenting the threat of imminent riot and disorder;
- iii. Occurrences involving or threatening imminent natural disaster;
- iv. Mass processing of arrests;
- v. Transporting of prisoners;
- vi. Operating temporary detention facilities;
- vii. Events of a terroristic nature, whether domestic or foreign;
- viii. Events involving or presenting the risk of large-scale public safety concerns, injuries or death;
- ix. Such other events or occurrences as the Requesting Party deems necessary and prudent to ensure the maintenance of public safety.

c. Procedure for Requesting Mutual Aid:

i. Initiating Request for Assistance:

A request for assistance shall only be made by the senior duty officer of the Requesting Party (*i.e.*, the law enforcement agency requiring such assistance). The request shall include a description of the situation creating the need for assistance, the number of law enforcement officers requested, the location to which the requested personnel are to be dispatched (“Dispatch Site”), and the name of the officer-in-charge at such location.

ii. Reply to Request for Assistance:

A reply to any request for assistance shall only be made by the senior duty officer of the law enforcement agency (“Responding Party”) whose assistance is requested. If the request is granted, the Requesting Party shall be immediately informed of the number of law enforcement officers to be furnished by Responding Party’s senior duty officer. By granting the request, the Responding Party’s senior duty officer is deemed to have ordered any transferred law enforcement personnel to follow and be subject to the orders and commands of the officer-in-charge of the Requesting Party until released by such officer-in-charge or until such provisional order is recalled as provided by Paragraph 1(c)(iv) below.

iii. Officer in Charge:

Pursuant to the order of the senior duty officer of the Responding Party, the personnel temporarily transferred by the Responding Party shall report to the officer-in-charge of the Requesting Party at the Dispatch Site or by way of radio contact and shall be subject to the orders and commands of that official until a Release Order or Recall Order is issued, as provided by Paragraph 1(c)(iv) below. The assisting law enforcement officers of the Responding Party shall exert their best efforts to cooperate with and aid the Requesting Party.

iv. Release:

The law enforcement officers temporarily transferred by the Responding Party shall be released by the Requesting Party’s officer-in-charge when their services are no longer required (“Release Order”), unless, prior to such release, the senior duty officer of the Responding Party orders such law enforcement officers to be recalled in order to respond to a situation within the geographical boundaries of the Responding Party’s jurisdiction (“Recall Order”). In such latter event, the Responding Party and those law enforcement officers who were temporarily transferred shall use their best efforts to complete the requested service prior to being released.

v. **Radio Communication:**

Radio communication between law enforcement officers of the Requesting Party and the law enforcement officers of the Responding Party shall be maintained by use of the State regional radio channel system, unless a radio channel that is mutually shared by the Parties is otherwise available.

vi. **Primary Responsibility:**

It is agreed and understood that the primary responsibility of the Parties is to provide law enforcement services within the geographical boundaries of their respective jurisdictions. Therefore, it is agreed that the Responding Party shall be the sole judge as to whether it can respond and to what extent it can assist with the Requesting Party's request for assistance.

(2) **Payment for Assistance Requested by Requesting Party.**

In the event law enforcement officers of a Responding Party are temporarily transferred to the Requesting Party's jurisdiction to assist the Requesting Party, CUPD and CPD agree the compensation of such law enforcement officers shall be treated as follows:

a. **Compensation of Transferred Law Enforcement Personnel Unchanged:**

A Responding Party's temporary transfer of law enforcement personnel pursuant to a Requesting Party's request for assistance under this Agreement shall in no manner affect or reduce the compensation, pension, or retirement rights of such transferred law enforcement officers. Law enforcement officers temporarily transferred to a Requesting Party under this Agreement shall continue to be paid by the Responding Party where they are permanently employed.

b. **Records of Services & Reimbursement:**

Pursuant to South Carolina Code §23-20-40(A)(3), in the event a Responding Party temporarily transfers law enforcement officers to a Requesting Party, the Responding Party shall send an invoice to the Requesting Party identifying the date, time, Dispatch Site, the senior duty officer of the Requesting Party who made the assistance request, the names of the personnel dispatched by the Responding Party, the time of their release, and an itemization of the compensation paid by the Responding Party to such law enforcement officers during the time period of their temporary transfer.

Upon receipt of the invoice, the Requesting Party shall reimburse the Responding Party for the expenses and services actually incurred in providing the services requested by the Requesting Party. In the event such invoices reflect an error, the Requesting Party shall bring such error to the attention of the Responding Party to discuss the need for a mutually agreed upon adjustment but, in the interim, shall reimburse all other invoiced amounts.

c. Employment Status:

Nothing herein shall be construed or interpreted to imply that the law enforcement officers temporarily transferred in accordance with this agreement shall be employees of the Requesting Party. All law enforcement officers temporarily transferred in accordance with this Agreement shall exclusively remain the employees of the Responding Party and shall act in accordance with applicable federal and state law and the Responding Party's current and applicable policies, including but not limited to those governing response to resistance, aggression, and use of force.

(3) Records to be Maintained.

The Parties agree the following records shall be maintained in connection with any request for assistance made under this Agreement:

a. By Requesting Party:

Pursuant to South Carolina Code §23-20-40(A)(3) and in connection with any requests for assistance under this Agreement, the senior duty officer from the Requesting Party initiating such request shall, to the extent not otherwise maintained in the ordinary course or as required by applicable law, shall document all requests for assistance made under this Agreement including: the time and date of the request, a description of the situation creating the need for assistance, the number of law enforcement officers requested, the number of law enforcement officers dispatched if different than requested, the Dispatch Site, and the time when such requested personnel were released or recalled.

b. By Responding Party:

In addition to any other records kept in the ordinary and normal course or otherwise required by applicable law, the Responding Party shall maintain the documentation set forth in Paragraph 2(b) for purposes of ensuring full and fair reimbursement from the Requesting Party.

In the event Responding Party personnel are involved in a response to resistance, aggression, or use of force while operating under this Agreement, the Responding Party shall, upon request by the Requesting Party, provide copies of all related reports, narratives, use-of-force documentation, and associated records generated in connection with the incident, to the extent permitted by law.

(4) Duration, Modification, and Termination of Agreement.

The Parties agree the following terms shall govern the duration, modification and termination of this Agreement:

a. **Duration:**

As provided by South Carolina Code §23-20-40(B), this Agreement shall continuously remain in effect until terminated by CUPD or CPD.

b. **Modification:**

The terms and conditions of this Agreement, as set forth herein, shall constitute the entirety of the terms and conditions agreed upon between the Parties regarding the subject matter hereof. No modification, amendment, or change of this Agreement shall occur absent the express written consent of the Parties hereto. The Parties cannot waive this requirement orally or through the course of dealing.

c. **Termination:**

This Agreement may be terminated, at any time, upon sixty (60) days written notice to the other Party.

(5) **Legal Contingencies, Lawsuits, or Payment of Damages.**

Pursuant to South Carolina Code §23-20-40(A)(5), the Parties agree any legal contingencies, lawsuits, or payment of damages arising out of the performance of this Agreement shall be governed by the following terms and conditions:

a. **Employees of Parties Shall Remain Financial Responsibility of Their Employer:**

As set forth in Paragraph 2(c) above, all law enforcement officers temporarily transferred in accordance with this Agreement shall exclusively remain the employees of the Responding Party. Regardless of any term or condition of this Agreement or any course of performance hereunder, the Parties agree that they shall remain exclusively responsible and liable for all law enforcement personnel in their employment.

All legal contingencies, lawsuits, or payment of damages, arising out of the performance of this Agreement, shall remain the financial responsibility, to the extent any exists, of the Party whose employee's act or omission gave rise to the liability, legal contingency, lawsuit or claim for damages, to the exclusion of the other Party.

b. **Insurance:**

It is agreed and understood that the Parties shall remain solely responsible for maintaining adequate insurance protection and worker's compensation coverage on their employees at all times, regardless of any term of this Agreement.

(6) Stipulation As to Authority of Officer-in-Charge of Requesting Party.

As provided by Paragraph 1(c)(iii), above, the senior duty officer of any Responding Party who orders the temporary transfer of law enforcement personnel to a Requesting Party shall be deemed to have ordered such law enforcement personnel to report to and be subject to the orders and commands of the officer-in-charge of the Requesting Party upon arrival at the Dispatch Site or otherwise by way of radio contact and shall temporarily remain subject to the orders and commands of that official until issuance of either a Release Order or a Recall Order, as described in Paragraph 1(c)(iv), above. The assisting law enforcement officers of the Responding Party shall exert their best efforts to cooperate with and aid the Requesting Party.

(7) Use of Equipment and Facilities.

The Parties intend to use their own equipment and facilities in furtherance of their performance under this Agreement. However, the Parties acknowledge and recognize, from time to time, circumstances may arise where they may possess equipment or facilities that could assist the other Party in connection with assistance provided under this Agreement. If such circumstances arise, the Parties agree, to the extent practicable and consistent with their obligations to the constituents in their own jurisdictions, to cooperate with one another and to make use of any needed equipment and facilities to one another if possible. However, at all times, the decision to make any such facilities or equipment available shall remain in the sole discretion of the Responding Party.

(8) Freedom of Information Act Requests.

As recognized by South Carolina Code §23-20-40(A)(8) and in conformity with that provision, the Parties acknowledge and recognize they may come into possession of materials or information of a sensitive or confidential nature as related to the other Party when, or in connection with, providing mutual aid to one another under this Agreement. The Parties further recognize and acknowledge such information and materials may prove exempt from public disclosure pursuant to South Carolina Code §30-4-40 generally, and in particular, subsections (a)(3)(A)-(G) of that statute. As a result, the Parties agree to the process set forth herein to avoid the inadvertent disclosure of exempt materials and information of the other Party:

a. Good Faith and Reasonable Assessment:

If either Party receives a Freedom of Information Act (“FOIA”) request for information or materials relating to a request for assistance under this Agreement, the Party receiving such request (“Recipient Party”) shall make an initial, good faith and reasonable assessment to ascertain whether such request could potentially embrace materials exempted by South Carolina Code §30-4-40. Such evaluation must take into account not only whether the requested materials are exempt from disclosure from the standpoint of the Recipient Party but also the other Party to this Agreement (“Non-recipient Party”).

If, after conducting an initial assessment in good faith, the Recipient Party determines a reasonable possibility exists the requested materials or information may embrace matters over which the Non-recipient Party may consider as exempt from disclosure under South Carolina Code §30-4-40, the Recipient Party shall transmit the FOIA request to the Non-recipient Party requesting a determination of whether the materials should be treated as exempt from disclosure and withheld.

b. Non-Recipient Review and Written Determination:

As soon as practicable after receiving such a request from a Recipient Party, the Non-recipient Party shall review the FOIA request and make a good faith determination of what, if any, materials embraced by the request should be withheld from public disclosure as exempted by South Carolina Code §30-4-40. After making such determination, the Non-recipient Party shall communicate its determination in writing to the Recipient Party identifying what, if any, materials should be withheld, specifying what exemptions apply, and provide a general explanation of the facts supporting the exemption(s)' application.

Prior to receiving such response, the Recipient Party shall not disclose any materials or information which it has, in good faith, reasonably concluded might constitute materials the Non-recipient Party may deem as exempt from disclosure. The Recipient Party shall invoke any potentially applicable exemptions excusing disclosure of materials to which those exemptions may apply until it receives written confirmation from the Non-recipient Party to the contrary. Written confirmation of an exemption's application shall constitute a certification by the Non-recipient Party that a reasonable, good faith basis exists such that the Recipient Party may lawfully withhold the materials identified by the Non-recipient Party pursuant to the corresponding exemption(s) specified.

c. Need for Expeditious Action:

Both Parties acknowledge and recognize FOIA constitutes a remedial statute and, therefore, agree to act as quickly as practicable to make the determinations set forth in this paragraph to ensure the disclosure of non-exempt, public information and records is not unreasonably delayed and such materials unduly withheld from the public.

(9) Narcotics Investigators.

This Agreement shall not rescind, supersede, or modify any existing agreements between the Parties concerning the exchange and utilization of narcotics investigators, nor does this Agreement restrict in any way the normal cooperative activities between law enforcement agencies concerning on-going criminal investigations.

[SIGNATURES ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the parties have hereto set their hands and seals the date first above written.

<p>WITNESS</p> <p>By: _____</p> <p>_____</p> <p>Date</p>	<p>CLEMSON POLICE DEPARTMENT</p> <p>By: _____</p> <p>_____, Chief of Police</p> <p>_____</p> <p>Date</p>
<p>WITNESS</p> <p>By: _____</p> <p>_____</p> <p>Date</p>	<p>CITY OF _____</p> <p>By: _____</p> <p>_____</p> <p>Date</p>

<p>WITNESS</p> <p>By: _____</p> <p>_____</p> <p>Date</p>	<p>CLEMSON UNIVERSITY POLICE DEPARTMENT</p> <p>By: _____</p> <p>Jason Bruder, Chief of Police</p> <p>_____</p> <p>Date</p>
<p>WITNESS</p> <p>By: _____</p> <p>_____</p> <p>Date</p>	<p>CLEMSON UNIVERSITY</p> <p>By: _____</p> <p>Richard D. Petillo, Senior Vice President</p> <p>VP Finance & Operations</p> <p>_____</p> <p>Date</p>



CITY OF CLEMSON AGENDA ITEM REQUEST FORM

Requested By:
Nathan Hinkle, City Engineer

Date Submitted: 4/28/26

Council Meeting Date: May 4, 2026

Type of Request: (Choose Only One)
Policy/Action

Agenda Item Summary: (brief for public information and posted agenda)

Consider awarding the 2026 Sidewalk Repair Project to Shamrock Construction Corporation in an amount not to exceed \$100,000.00

Agenda Item Detail: (expand as necessary for clarification)

The sidewalk repair project includes the repair of sidewalks in four different neighborhoods, Clarendon Hall, Patrick Square, Cold Stream and off of Sky View.

The project was placed for bid on March 20th, with the last day for questions on April 7th. Bids were opened on April 16th. The project received two bids, please see the attached bid tab. The lowest responsive and responsible bid was submitted by Shamrock Construction Corporation in the amount of \$58,000.00.

The project was originally budgeted at \$100,000.00. Given the competitive pricing received, staff identified an opportunity to address additional sidewalk maintenance needs throughout the City that were deferred due to budget constraints.

Staff recommends awarding the full budgeted amount of \$100,000.00 to Shamrock Construction Corporation. This will allow the City to expand the current scope of work and maximize the value of the mobilization costs, utilizing the remaining \$42,000.00 for additional priority repairs.

Bid Tabulation

Bid Number: 2026-009

Date: April 16, 2026

Time: 2:00 pm

Project Description: 2026 Sidewalk Repair Project

BIDDERS	BID TOTAL
Foothills Contracting Service LLC	\$95,020.00
Shamrock Construction Corporation	\$58,000.00