

1. Agenda

Documents:

[2024_12_02AGENDA.PDF](#)

2. Meeting Materials

Documents:

[2024_12_02SCHEDULE.PDF](#)

[2024_12_02DEBRIS.PDF](#)

[2024_12_02INSURANCE.PDF](#)

[2024_12_02PARKING.PDF](#)

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CITY OF Clemson SOUTH CAROLINA

**Agenda, Clemson City Council
December 2nd, 2024
Council Chamber, Clemson City Hall**

5:30 PM Public Hearing: Proposed TIF Ordinance

Note: The regular meeting will begin at the conclusion of the Public Hearing and no later than 6:30 PM.

Call To Order: Regular Council Meeting

Invocation and Pledge of Allegiance: Mayor Halfacre

Public Session: (3-minute limit per speaker)

Approval of Minutes: November 19th, 2024

Reports/Discussion

- a. Receive a presentation on the schematic design and funding plan for the Arts Center Facility. – Parks and Recreation Director Jay Bennett
- b. Discuss an Ethics and Code of Conduct Statement for elected and appointed officials. – Council Members Boatwright and Ducworth
- c. Staff Reports

Policy Action (2-minute limit per speaker)

- a. Consider First Reading of an infrastructure reimbursement agreement between the City of Clemson and One Clemson Development, LLC. - Deputy City Administrator Allison Gantte

Other Policy Items

- a. Consider a resolution to censure Council Member Catherine Watt.- Council Member Brookover
- b. Consider a request from the Clemson Area Chamber of Commerce to waive metered parking regulations in downtown Clemson from December 13th, 2024 to January 8th, 2025 – Clemson Area Chamber of Commerce President Bryan Lee
- c. Consider approving the 2025 employee benefits renewal.- Human Resources Director Tracy Taylor
- d. Consider awarding a contract for debris management and monitoring. – Procurement Coordinator Brandon Burton
- e. Consider for approval the 2025 Council Meeting Schedule. – City Clerk Jeremiah Jackson

**Mayor-Council reports/comments/new business
Adjourn**



CITY OF CLEMSON
AGENDA ITEM REQUEST FORM

Requested By:

Date Submitted:

Council Meeting Date:

Type of Request: (check only one)

☐ Report/Discussion

☒ Policy/Action

☐ Executive Session

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

Agenda Item Detail: (expand as necessary for clarification)

City of Clemson Council Meetings for 2025

January	Monday, January 6 Monday, January 13
February	Monday, February 3 Monday, February 17
March	Monday, March 3 Monday, March 17
April	Monday, April 7 Monday, April 21
May	Monday, May 5 Monday, May 19
June	Monday, June 2 Monday, June 16
July	Monday, July 7 Monday, July 21
August	Monday, August 4 Monday, August 18
September	Tuesday, September 2 Monday, September 15
October	Monday, October 6 Monday, October 20
November	Monday, November 3 Monday, November 17
December	Monday, December 1 Monday, December 15

*Unless otherwise noted, all meetings are held in
Council Chambers, Clemson City Hall, at 6:30 p.m.
Meeting dates are subject to change.*



CITY OF CLEMSON
AGENDA ITEM REQUEST FORM

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Date Submitted:

Council Meeting Date:

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☐ Report/Discussion

☒ Policy/Action

☐ Executive Session

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

Agenda Item Detail: (expand as necessary for clarification)

A RFP was advertised to seek proposals from qualified firms to develop and implement a debris monitoring and removal plan. The RFP also included emergency operations plan development and associated training and development (if needed).

Four firms responded and were evaluated. The evaluation team reviewed the proposals based on six criteria. This criteria included specialized experience, knowledge of FEMA procedures, management and reporting systems, and lastly fees.

Metric Consulting scored the highest at 84.2. The firm has considerable experience in managing storm debris as well as interfacing and meeting FEMA requirements. Metric is also a minority and woman owned business.

It is staffs recommendation that Metric be awarded a contract to develop and manage a debris management program.

Ranking Criteria and scoring sheet is attached.

[illegible]

Score	Rating	Description
1	Poor	The portion proposal does not meet the requirements of the RFP at all, or response is missing large portions of information and hard to follow
2	Fair	The portion of the proposal addressed some aspects of the component. Serious considerations may not be addressed, and some items can't interpreted
3	Good	The portion of the proposal largely meets the requirements. Deficiencies can be worked around with minimal effort and can be interpreted easily
4	Acceptable	The portion of the proposal presents a high degree of confidence in the proponent's response. No Deficiencies are present in the presentation, any interpretations are easy to follow and/or explained
5	Exceptional	The portion of the proposal goes above and beyond the requirements as well as provides a high degree of confidence in the consultants ability

Project: Clemson Debris Management Plan and Monitoring RFP 2024-10-001						
Date: 11/7/2024						
Firm	Ranker 1	Ranker 2	Ranker 3	Ranker 4	Ranker 5	Mean Score
DEBRIS TECH	80	84	83	74	80	80.2
METRIC CONSULTING	80	89	97	77	78	84.2
DEL SOL	85	68	71	77	82	76.6
ONE SOURCE	26	40	54	81	44	49



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

Agenda Item Detail: (expand as necessary for clarification)

This year we are changing our reinsurance carrier from Accurisk to ATS/US Fire and will add a plan option for a High Deductible Health Plan with a Health Savings Account (HSA). There will be no premium increase for 2025.

There will be an Increase to the employer dental contribution amount from \$35.00 to \$38.00 per employee per month to cover claims that exceeded our premiums.

There will be no adjustments made to the vision plan.

Single Enrollment	99	99
Employee Spouse		15
Employee Child		14
Family Enrollment	48	19
Total Enrollment	147	147

Premium / Fee Structure	AccuRisk 2022	AccuRisk 2023	AccuRisk 2024	AccuRisk Renewal 2025	ATS/US Fire
Annual Administration Fees	\$99,084	\$102,577	\$106,228	\$117,077	\$117,077
Admin Fee PEPM	\$56.17	\$58.15	\$60.22	\$66.37	\$66.37
Network	BCBS & First Health	BCBS & First Health	BCBS & First Health	BCBS & First Health	BCBS & First Health
Contract Type	12/15	12/15	12/15	12/15	12/15
No New Laser/Rate Cap	Yes/Yes 50%	Yes/Yes 50%	Yes/Yes 50%	Yes/Yes 50%	Yes/Yes 50%
Specific	Locked	Locked	Locked	Locked	Locked
Deductible:	\$75,000	\$75,000	\$75,000	\$75,000	\$75,000
Specific Premium:	Medical and Rx	Medical and Rx	Medical and Rx	Medical and Rx	Medical and Rx
Single	\$171.40	\$175.64	\$178.60	\$237.63	\$212.31
E/S	\$340.25	\$349.56	\$351.01	\$495.06	\$377.90
E/C	\$275.31	\$282.67	\$284.70	\$396.05	\$339.67
Family	\$535.08	\$550.23	\$549.95	\$792.09	\$544.82
Aggregate					
Aggregate Premium:	Medical and Rx	Medical and Rx	Medical and Rx	Medical and Rx	Medical and Rx
Single	\$14.21	\$14.64	\$14.41	\$15.42	\$10.64
E/S	\$14.21	\$14.64	\$14.41	\$15.42	\$10.64
E/C	\$14.21	\$14.64	\$14.41	\$15.42	\$10.64
Family	\$14.21	\$14.64	\$14.41	\$15.42	\$10.64
Aggregate Factors:					
Single	\$657.09	\$657.09	\$644.23	\$584.61	\$632.02
E/S	\$1,511.31	\$1,511.31	\$1,481.71	\$1,344.61	\$1,258.98
E/C	\$1,182.76	\$1,182.76	\$1,159.60	\$1,052.31	\$1,114.25
Family	\$2,496.93	\$2,496.93	\$2,448.04	\$2,221.53	\$1,891.01
Risk Corridor	125%	125%	125%	125%	125%
ANNUAL COST	AccuRisk 2022	AccuRisk 2023	AccuRisk 2024	AccuRisk Renewal 2025	ATS/US Fire
Administration Fees	\$99,084	\$102,577	\$106,228	\$117,077	\$117,077
Specific Premium	\$433,119	\$444,522	\$448,577	\$618,548	\$501,530
Aggregate Premium	\$25,066	\$25,818	\$25,419	\$27,201	\$18,769
Includes Disease Management	\$12,000	\$12,000	\$12,000	\$12,000	\$12,000
Additional Nurse days	\$8,400	\$8,400	\$8,400	\$8,400	\$8,400
Additional Laser Risk	No	No	No	No	Yes
Total Fixed Cost	\$577,669	\$593,317	\$600,624	\$783,226	\$657,775
\$ Increase in Fixed Cost		\$15,648	\$7,307	\$182,602	\$57,151
Additional Laser Risk					
Note:					
EXPECTED Claims Liability	\$1,456,530	\$1,456,530	\$1,428,015	\$1,295,875	\$1,276,640
MAXIMUM Claims Liability	\$1,820,662	\$1,820,662	\$1,785,019	\$1,619,843	\$1,595,800
EXPECTED Annual Total Cost	\$2,034,199	\$2,049,847	\$2,028,639	\$2,079,100	\$1,934,416
MAXIMUM Annual Total Cost	\$2,398,331	\$2,413,980	\$2,385,643	\$2,403,069	\$2,253,576
\$ Ann. Diff. Current / Maximum		\$15,648	-\$28,337	\$17,426	-\$132,067
% Ann. Diff. Current / Maximum		0.7%	-1.2%	0.7%	-5.5%

**CITY OF CLEMSON
AGENDA ITEM REQUEST FORM**

Requested by:

Date Submitted:

Council Meeting Date:

Type of Request: (check only one)

☐ **Report/Discussion**

☒ **Policy/Action**

☐ **Executive Session**

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

Consider a request from the Clemson Area Chamber of Commerce to waive metered parking regulations in downtown Clemson from December 13 ,2024 to January 8, 2025

Agenda Item Detail: (expand as necessary for clarification)

The Clemson Area Chamber of Commerce is requesting that the City waive metered parking regulations in downtown Clemson from December 13, 2024 to January 8, 2025 to encourage shopping during the holiday season.



CITY OF CLEMSON
AGENDA ITEM REQUEST FORM

Requested By:

Date Submitted:

Council Meeting Date:

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☐ Report/Discussion

☒ Policy/Action

☐ Executive Session

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

Agenda Item Detail: (expand as necessary for clarification)

CITY OF CLEMSON, SOUTH CAROLINA

RESOLUTION NO. [R-2024-02]

A RESOLUTION CENSURING CATHERINE WATT

WHEREAS, according to South Carolina Constitution (“Constitution”) Article VIII, section 17, and the Home Rule Act of 1975, including, for example, section 5-7-30, section 5-7-160, and section 5-7-210, of the Code of Laws of South Carolina 1976, as amended (“State Code,” with the Constitution, collectively, “State Law”), and the Code of Ordinances, City of Clemson, South Carolina (“City Code”), including, for example, City Code section 2-2, the City, by and through its City Council, is authorized and empowered to provide for the City’s internal operation;

WHEREAS, further, the South Carolina Constitution, the State Code, and the City Code provide for such internal operations to include conduct of Council members;

WHEREAS, the City Council is committed to the highest standards of integrity, professionalism, and ethical conduct among Council members;

WHEREAS, Catherine Watt is a City Council member;

WHEREAS, as an elected representative of the City, and a City Council member, Catherine Watt is entrusted with the responsibility of serving the public interest and maintaining public trust in all decisions and conduct;

WHEREAS, the City Code, section 2-31 (Oath of Office) requires a City Council member to “exercise the trust reposed in [that Council member]” and to “use [the Council member’s] best endeavor[s] to preserve the peace”;

WHEREAS, the City Code, section 2-29 (Duties and Powers) requires a City Council member not “to violate the oath of office, neglect official duties, or practice abuse or oppression in office”;

WHEREAS, the City Code, section 2-46 (Decorum and Debate) requires a City Council member not to “use language personally offensive, arraign motives of [other City Council] members, charge deliberate misrepresentation, or use other language tending to hold a member of the [City C]ouncil or the public up to contempt or ridicule”;

WHEREAS, the City Code, section 2-48 (City Council Decisions) requires a City Council member “to expect differences of opinion and to respect the views of each individual member of the [City C]ouncil . . . [and] recognize that when the [C]ity [C]ouncil has made a decision, the issue has been decided whether or not [a particular Council member was] in the majority or the minority, and each [City Council] member will be expected to support the action taken to the best of [her] ability”;

WHEREAS, the City Code, section 2-49 (City Council/Staff Relations) requires “the members of the [C]ity [C]ouncil [to] communicate directly with the [C]ity [A]dministrator on all matters concerning any department or activity of the [C]ity[, and] [n]o member of the [City C]ouncil shall give orders to any subordinate of the [C]ity [A]dministrator, except in a case of an emergency”;

WHEREAS, Catherine Watt, while seated as a City Council member, engaged in conduct violative of State Law, the City Code, and the values and principles expected of City Council members, as the governing and legislative body of the City, in some or all of the following respects:

- (a) being disrespectful to members of the public and other City Council members during public

meetings;

- (b) during the course of executive session(s), by seemingly capturing and revealing matters discussed in executive session to third parties without authorization by City Council (including with parties related to and associated with plaintiffs in one or more lawsuit(s) against the City);
- (c) in the apparent delivery of privileged and/or confidential information and/or materials to third parties without authorization by City Council (including with parties related to and associated with plaintiffs in one or more lawsuit(s) against the City and including through the use of her City email account);
- (d) by impugning the integrity of other City Council members, City staff, and members of the public;
- (e) by seemingly intending to disseminate misleading information to the public (including through use of a local media organization);
- (f) as a candidate for the office of Mayor, by violating campaign rules; and
- (g) in one or more other respects, has regularly and continually interfered with the orderly conduct of the business of the City Council and/or the proper and orderly conduct of the operations of the City,

all to the detriment of the City, the City Council, the City staff, and the City's citizens;

WHEREAS, the conduct of Catherine Watt, as a City Council member, demonstrates disrespect for the office and position of a City Council member, as well as disrespect for the other members of the City Council, the City staff, and, most importantly, a disservice to the citizens of the City of Clemson, South Carolina, who elected Catherine Watt to serve responsibly as a City Council member as a means of serving the City's citizens;

WHEREAS, further, such conduct undermines public confidence in the City Council, the City staff, and the City, and disrupts the effective functioning of the City Council, the City staff, and the City; and

WHEREAS, it is incumbent on the City Council to expect and require that all City Council members conduct themselves with dignity, decorum, and common decency toward others, and, as the governing and legislative body of the City, to enforce such expectations of dignity, decorum, and common decency;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Clemson, South Carolina, as the governing and legislative body thereof, with the authority to provide rules for the conduct of City Council members and enforce matters of misconduct:

1. A member of the City Council shall not conduct him- or her-self in such a way as to, in the opinion of the majority of the City Council, interfere with the orderly conduct of the business of the City Council, and/or the proper and orderly conduct of the operations of the City, and/or the proper and orderly conduct of the operations of the City staff, and/or cast aspersions on the City, City Council, City staff, and/or members of the public.

2. As a result of Catherine Watt's conduct, Catherine Watt:

(a) is hereby **CENSURED** and **ADMONISHED** for the ridicule, dishonor, shame, and disgrace she has brought on herself, the City, the City Council, City staff, and the City's citizens;

(b) is **INSTRUCTED** and **DIRECTED** to conduct herself in a manner befitting an elected City Council member so as to restore public confidence, adhere to all ethical standard and procedural guidelines, and foster an environment of professionalism and respect;

(c) is **RESTRICTED** and **PRECLUDED** from the use of her City email account, attending any future executive session(s), and/or obtaining documents and/or information related to legal matters involving the City from any City Council member, City staff, the City Attorney, and/or any other legal counsel engaged by or for the benefit of the City and/or any other source related to or affiliated with the City; and

(d) is **ADVISED** and **REMINDED** of her duty under City Code section 2-29 that “at the expiration [her] term of office . . . , [she] shall . . . pay over to [her] successors any money in [her] hands, or under [her] control, belonging to the [C]ity, and likewise to deliver promptly to [her] successors all books, records or other papers.”

3. Despite Catherine Watt’s conduct, City Council affirms its commitment to the highest standards of integrity, professionalism, and ethical conduct among current and future City Council members.

4. Be it further resolved that a copy of this Resolution be forwarded to Catherine Watt, be placed in the minutes of the City, and published once per week for three consecutive weeks in a newspaper of general jurisdiction in the City.

5. Each resolution, order, or other action of the City in conflict herewith, to the extent of such conflict, is hereby repealed.

6. This Resolution is effective immediately and the City Administrator is directed to effect, without delay, this Resolution’s intent.

[ONE SIGNATURE PAGE FOLLOWS]
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Done and approved in meeting duly assembled: December 2, 2024

CITY OF CLEMSON, SOUTH CAROLINA

[SEAL]

G. Robert Halfacre, Mayor

ATTEST:

Jeremiah Jackson, Municipal Clerk



CITY OF CLEMSON
AGENDA ITEM REQUEST FORM

Requested By:

Date Submitted:

Council Meeting Date:

Type of Request: (check only one)

☐ Report/Discussion

☒ Policy/Action

☐ Executive Session

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

Consider First Reading of an infrastructure reimbursement agreement between the City of Clemson, South Carolina, and One Clemson Development, LLC, for the construction of various public improvements on or about Lawrence Road and Old Central Road, Appropriating Reimbursement in an amount not to exceed \$373,396.83

Agenda Item Detail: (expand as necessary for clarification)

Please find the attached letter from One Clemson Development, LLC for consideration of an infrastructure reimbursement agreement. City staff has reviewed the request and deemed the following items from the request eligible:

1) Wet well for pump station #1 (including design and installation)

This improvement will improve the existing residents' sewer flows and minimize maintenance of Pump Station #1.

2) Portion (3,920 SF) of multi-use bike path on Lawrence Road that does not front One Clemson Development, LLC's property.

This portion of multi-use path will lead to the land that will be deeded to the City as a public park.

The total eligible reimbursable amount is \$373,396.83.

This project was approved as a planned development (PUD-000034-21) on June 13, 2023. The project includes 219 units of multi-family housing, 2,500 SF of commercial space and 1.9 acres of dedicated public open space. The project is estimated to have a market value of \$29,000,000 upon completion.

Under the City's Infrastructure Reimbursement Ordinance, City Council handles requests on a case by case basis and determines the number of years and eligible activities (public assets) that would be included in the Infrastructure Reimbursement Agreement.

ONE CLEMSON DEVELOPMENT, LLC

8/15/2024

By Regular US Mail

City of Clemson
Mr. Andy Blondeau
1250 Tiger Blvd, Suite 1
Clemson, SC 29631

By Electronic Mail to: ablondeau@cityofclemson.org

Re: One Clemson Development, LLC – Letter of Intent for Infrastructure Reimbursement Program
(Article IV, Section 15-48.)

Dear Mr. Blondeau:

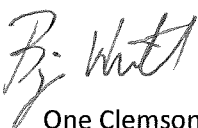
We are writing this letter of intent (LOI) to express our interest in applying for the City's Infrastructure Reimbursement Program as outlined in Article IV, Section 15-48 of the City's Municipal Code.

One Clemson Development, LLC (Applicant), as part of the development of the apartment community known as One Clemson, has undertaken and paid for a number of infrastructure work for the public benefit. Below, I have outlined the requested reimbursement items and their corresponding public benefits.

- 1) Wet well for Pump Station #1 (including design and installation)
- 2) Lawrence Road repair/widen/overlay
- 3) Bike path along Lawrence Road
- 4) Crosswalk & additional sidewalk to Old Central Road including bus shelter pad, RFFB Crosswalk solar pedestrian button installation
- 5) Park and associated improvements which will be deeded over to the City of Clemson
- 6) Installation of gravity sewer along Lawrence Road

Applicant believes that these improvements qualify for the City's reimbursement program referenced above. Please let us know if you need any additional information concerning the project. Thank you in advance for your assistance and consideration for this matter.

Sincerely,



One Clemson Development, LLC
Ben Whited & Todd Kennedy – Its Managers



City of Clemson
Engineering Division

1250 Tiger Blvd Suite 5 · Clemson, SC 29631

Nathan Hinkle, P.E.

October 31, 2024

**RE: One Clemson Infrastructure Reimbursement
Pump Station #1 upgrades
Multi-Use Path**

The City of Clemson was recently requested to enter into an Infrastructure reimbursement with One Clemson Development, LLC for installation of an upgraded pump station #1 and expanded wet well which will better handle existing residents' sewer flows and minimize maintenance of Pump Station #1. One Clemson also installed a multi-use path along Lawrence road in front of the land donated for a new park. Below is the engineers estimate for material and labor based off of the most recent estimates available to the City of Clemson.

Item	Unit	Unit Price	Quantity	Subtotal
Wet well for Pump Station #1 (design & Installation)	LS	—	—	\$349,876.83
Multi-use Path	SF	\$6.00	3920	\$23,520.00
				\$373,396.83

The Engineers estimate for the work proposed for the infrastructure reimbursement would be **\$373,396.83.**

Please let me know if you have any questions.

Sincerely,

Nathan Hinkle, P.E.
City Engineer

cc: Mr. Andy Blondeau, City Administrator
Mr. Benjie McGill, City of Clemson Director of Utilities

Infrastructure Reimbursement Program**One Clemson Development, LLC****Lawerence Road, Clemson SC 29631****Infrastructure Reimbursement at 75%**

Market Value	\$29,000,000	
x assessment rate (6% commerical)	6%	
Assessed Value	\$1,740,000	
x city property tax millage rate	0.095	(millage rate for FY 24/25)
Gross Property Tax Liability	\$165,300	(prior to LOST)
Less LOST Credit	\$37,613	(\$129 per \$100,000 market value)
Net Annual Property Tax Liability	\$127,687	(net City Property taxes)
Annual Reimbursement at 75%	\$95,765	

Infrastructure Reimbursement at 50%

Market Value	\$29,000,000	
x assessment rate (6% commerical)	6%	
Assessed Value	\$1,740,000	
x city property tax millage rate	0.095	(millage rate for FY 24/25)
Gross Property Tax Liability	\$165,300	(prior to LOST)
Less LOST Credit	\$37,613	(\$129 per \$100,000 market value)
Net Annual Property Tax Liability	\$127,687	(net City Property taxes)
Annual Reimbursement at 50%	\$63,844	

Infrastructure Reimbursement at 40%

Market Value	\$29,000,000	
x assessment rate (6% commerical)	6%	
Assessed Value	\$1,740,000	
x city property tax millage rate	0.095	(millage rate for FY 24/25)
Gross Property Tax Liability	\$165,300	(prior to LOST)
Less LOST Credit	\$37,613	(\$129 per \$100,000 market value)
Net Annual Property Tax Liability	\$127,687	(net City Property taxes)
Annual Reimbursement at 50%	\$51,075	

Infrastructure Reimbursement Program							
One Clemson Development, LLC							
Lawrence Road, Clemson SC, 29631							
75% Infrastructure Reimbursement (Assuming \$29,000,000 appraised value)		50% Infrastructure Reimbursement (Assuming \$29,000,000 appraised value)		40% Infrastructure Reimbursement (Assuming \$29,000,000 appraised value)			
Year	Annual Reimbursement	Year	Annual Reimbursement	Year	Annual Reimbursement		
1	\$95,765	1	\$63,844.00	1	\$51,075.00		
2	\$95,765	2	\$63,844.00	2	\$51,075.00		
3	\$95,765	3	\$63,844.00	3	\$51,075.00		
4	\$86,102	4	\$63,844.00	4	\$51,075.00		
		5	\$63,844.00	5	\$51,075.00		
		6	\$54,176.83	6	\$51,075.00		
				7	\$51,075.00		
				8	\$15,871.83		
Total	\$373,396.83	Total	\$373,396.83	Total	\$373,396.83		

Infrastructure Reimbursement Payment Schedule Summary

Contact Person:	Lee Hill	Steve Beinke	Brandt Stiles	Eric Newton	Eric Newton	Fiscal Year
	Underhills	U-Center	Earle St.	Duplex	Duplex	
	<u>Mixed-Use</u>	<u>Mixed Use</u>	<u>Apartments</u>	<u>207 Ligon St</u>	<u>110/112 Singleton</u>	<u>Total</u>
Initial Fiscal Year:	FY 15-16	FY 18/19	FY 18/19	FY 22/23	FY24/25	
Maximum Reimburse	\$ 27,000	\$ 370,000	\$ 730,000	\$ 32,474	\$ 27,749	
Ann. Reimbursement Rate	50%	50%	50%	50%	75%	
	One	American	CCSHP	Rutledge	Rutledge	
Vendor	Clemson	Campus	Clemson	Development	Development	
		Communities				
			(Less Base \$13,055)			
Fiscal Year						
2015/2016	2,314.00	-	-	-	-	2,314.00
2016/2017	2,195.00	-	-	-	-	10,352.00
2017/2018	2,240.00	-	-	-	-	10,638.00
2018/2019	2,423.00	68,581.00	107,084.00	-	-	199,756.00
2019/2020	2,522.00	59,728.00	98,200.00	-	-	176,523.00
2020/2021	2,493.76	58,647.89	96,106.16	-	-	190,462.80
2021/2022	2,501.03	59,220.06	97,107.46	-	-	188,641.55
2022/2023	2,531.22	59,935.26	98,359.09	-	-	174,420.57
2023/2024	2,740.62	63,887.80	107,815.85	4,113.00	-	178,557.26
2024/2025	2,550.00	-	98,000.00	4,113.00	2,775.00	107,438.00
2025/2026	2,489.38	-	27,327.45	4,113.00	2,775.00	36,704.83
2026/2027	-	-	-	4,113.00	2,775.00	6,888.00
2027/2028	-	-	-	4,113.00	2,775.00	6,888.00
2028/2029	-	-	-	4,113.00	2,775.00	6,888.00
2029/2030	-	-	-	4,113.00	2,775.00	6,888.00
2030/2031	-	-	-	3,683.00	2,775.00	6,458.00
2031/2032	-	-	-	-	2,775.00	2,775.00
2032/2033	-	-	-	-	2,775.00	2,775.00
2033/2034	-	-	-	-	2,774.00	2,774.00
2034/2035	-	-	-	-	-	-
2035/2036	-	-	-	-	-	-
2036/2037	-	-	-	-	-	-
2037/2038	-	-	-	-	-	-
2038/2039	-	-	-	-	-	-

Notes:

1. Reimbursement will change annually based on build-out rate of the property.
2. Maximum reimbursement for all properties is 10 years or full repayment of eligible reimbursement.
3. First reimbursement is tied to the first year of property tax payments by improvements on the land.

CITY OF CLEMSON, SOUTH CAROLINA
ORDINANCE NO. 2024-__

APPROVING AN INFRASTRUCTURE REIMBURSEMENT AGREEMENT BETWEEN THE CITY OF CLEMSON, SOUTH CAROLINA, AND CLEMSON ONE DEVELOPMENT, LLC, FOR THE CONSTRUCTION OF VARIOUS PUBLIC IMPROVEMENTS ON OR ABOUT LAWRENCE ROAD AND OLD CENTRAL ROAD, APPROPRIATING REIMBURSEMENT IN AN AMOUNT NOT TO EXCEED \$373,396.83.

WHEREAS, the Clemson City Code Sec. #15-48 and South Carolina Code Annotated section 6-1-1050 authorize the City to enter into infrastructure reimbursement agreements;

WHEREAS, Lawrence Road and Old Central Road are located in the City limits;

WHEREAS, One Clemson Development, LLC (“One Clemson”), is constructing multi-family residential units at or about Lawrence Road and Old Central Road, which development requires the construction and extension various public infrastructure improvements located in the City and/or DOT right-of-way to provide service to residents of the development and throughout the City;

WHEREAS, One Clemson has requested the City enter an agreement, a substantially final copy of which is attached to this Ordinance as Exhibit A and incorporated herein by reference (“Agreement”), pursuant to and in accordance with the provisions of City Code section #15-48 and South Carolina Code Annotated section 6-1-1050; and

WHEREAS, One Clemson has made the submissions and obtained the approvals required by the City Code and applicable state law to support its application for infrastructure reimbursement;

NOW, THEREFORE BE IT ORDAINED by the Mayor and City Council, in meeting duly assembled and with a legal quorum, as follows:

Council finds that the proposed plan of development at or about Lawrence Road and Old Central Road will not only benefit the future residents at the One Clemson Development, but also will provide improved public infrastructure and services for residents of neighboring properties and throughout the City;

Council determines that the proposed plans further the principles, goals, and objectives of the City’s Comprehensive Plan, and are in the best interests of the community; and

The attached Agreement is approved with such changes as are not materially adverse to the City and approved by the official(s) executing the Agreement, and the reimbursement figure in an amount not to exceed \$373,396.83 is appropriated as set forth in the Agreement.

IT IS SO ORDAINED: November ____, 2024.

ATTEST:

Jeremiah Jackson, City Clerk

G. Robert Halfacre, Mayor

Exhibit A

SUBSTANTIALLY FINAL FORM OF PUBLIC INFRASTRUCTURE REIMBURSEMENT AGREEMENT

STATE OF SOUTH CAROLINA)
)
CITY OF CLEMSON)

PUBLIC INFRASTRUCTURE
REIMBURSEMENT AGREEMENT
(ONE CLEMSON – LAWRENCE ROAD/OLD CENTRAL ROAD)

THIS PUBLIC INFRASTRUCTURE REIMBURSEMENT AGREEMENT, made November 11, 2024, is by and between the City of Clemson, South Carolina ("City") and One Clemson Development, LLC, a South Carolina limited liability company ("Developer," with City, "Parties," each, a "Party").

WITNESSETH:

For and in consideration of the payments and agreements contained below:

1. Developer's Project and Intent. Developer (a) has designed, acquired, and constructed, or intends to do so, infrastructure improvements necessary to support the development of multi-family residences (collectively, "Development"), which Development is partially identified as One Clemson on or about Lawrence Road, Clemson, South Carolina 29631, and part of Pickens County Tax Map Number 4054-09-07-4421 ("Property"), which is located in City's corporate limits (b) and desires to participate in City's Infrastructure Reimbursement Program, as authorized by and described in South Carolina Code Annotated ("SC Code") section 6-1-1050 and the Code of Ordinances, City of Clemson, South Carolina ("Code"), specifically, Chapter 15 (Planning & Development), Article IV (Specific Development), Section 15-48.

2. **Development Specifications.** Development has been designed, acquired, and constructed according to:

- A. Plans and Specifications, approved on June 13, 2023, by City’s Planning Commission, a copy of which is attached to this Agreement as Exhibit A, and further approved by City Permit No. GRAD-000616-2022, a copy of each of which is attached to this Agreement as composite Exhibit B;
- B. Cost Estimate of Eligible Reimbursement Items, dated October 31, 2024, a copy of which is attached to this Agreement as Exhibit C; and
- C. Code, specifically, Chapter 11 (Municipal Utilities), Articles I through and include V.

All plans and specifications have been prepared and sealed by a Professional Engineer licensed in South Carolina and approved, as required by City. Such approval has included the written approval of City Engineer and the Department of Planning and Codes Administration.

3. Reimbursement of Infrastructure Costs. City shall, in its sole discretion, rebate up to 100% of the costs related to design, acquisition, and construction of a (a) wet well for pump station #1, and (b) Lawrence Road bicycle path. City retains sole discretion to determine (a) what, if any, infrastructure serves the public and (b) actual costs directly related to the infrastructure that services the public. Anything in this Agreement to the contrary notwithstanding, each City Council determination is final and binding on Parties.

4. Calculation/Payment of Reimbursement. City shall annually remit to Developer no more than the aggregate of (a) 50% of the total property tax revenue. City shall make no more than 10 consecutive, annual payments. City shall make each reimbursement payment on or about June 30 of each year. City shall not, in any event, reimburse Developer more than an aggregate of \$373,396.83.

5. Written Request for Payment. City shall not reimburse Developer for eligible infrastructure until Developer has provided City with a written request for reimbursement accompanied by all paid invoices and a release of lien(s) affidavit as documentation of the final expenditures associated with the installation of the public infrastructure improvements. City is entitled to request additional supporting documentation as City deems appropriate to substantiate Developer's request for reimbursement.

6. Binding Effect. This Agreement is binding on Parties and their respective heirs, executors,

administrators, successors, and assigns, but there are no third-party beneficiaries of any kind whatsoever, with respect to only Development for which plans have been submitted and approved by City Council in response to Developer's request for reimbursement.

7. Entire Agreement. This Agreement is the entire agreement between Parties with respect to the subject matter of this Agreement. All prior documents, negotiations, and discussions merge in this Agreement and do not survive this Agreement's execution.

8. No Oral Modification/Waiver. Parties are not entitled to modify, in any way, this Agreement except by a writing signed by or on behalf of all Parties by a duly authorized representative of the executing Party. Neither any purported amendment, of any kind, to this Agreement, nor any purported waiver of any provision of this Agreement is valid unless all Parties have consented in writing.

9. Non-Assignment. A Party shall not assign its rights or delegate its responsibilities under this Agreement to any third party without the prior, written consent of all Parties, which shall not be unreasonably withheld. Notwithstanding the foregoing, Developer may, without the consent of City, assign its rights under this Agreement, in whole or in part, to an entity that (i) is owned by at least 50%, or shares at least 50% common ownership with, Developer, and (ii) takes title to the Property.

10. Mutual Dependency of Commitments. Each Party's commitments under this Agreement are collectively dependent, each on the other, and are subject to the condition that each Party continues to move toward completion of that Party's projects on collectively acceptable terms and conditions of all documents contemplated by this Agreement.

11. No Third-Party Beneficiary/No Joint Venture. Parties do not intend for this Agreement to create any third-party beneficiary rights, nor any form of partnership, joint venture, or any other legal relationship between Parties, except a contractual relationship as set forth in this Agreement.

12. Force Majeure. Neither party shall be held responsible for delays in the performance of its obligations hereunder when caused by a Force Majeure event. In order for its performance to be excused for the period of a Force Majeure event, a party must give written notice to the other party within 30 days after the occurrence of the Force Majeure event. A Force Majeure event is any period of delay which arises from or through: Acts of God, including, without limitation, flood, earthquake, and severe weather conditions; strikes; explosion; sabotage; riot or civil commotion; epidemic or pandemic; utility delays; act of war; fire or other casualty; legal requirements; or any other causes beyond the reasonable control of Party claiming delay from or through such causes.

13. Limitation of City's Liability. NOTWITHSTANDING ANYTHING ELSE IN THIS AGREEMENT TO THE CONTRARY, ANY CITY OBLIGATION CONTAINED IN THIS AGREEMENT, INCLUDING ANY OBLIGATION TO PAY MONEY OR PROVIDE A REDUCTION PAYMENT, IS NOT A DEBT OR GENERAL OBLIGATION OF CITY, BUT RATHER IS PAYABLE OR OFFSETABLE SOLELY AND EXCLUSIVELY FROM ANNUALLY APPROPRIABLE REVENUES AND/OR RECEIPTS OF CITY'S GENERAL OPERATIONS.

14. No City Personnel Liability. Any City obligation contained in this Agreement, including any obligation to pay money, is an obligation of City and not an obligation of any member of City Council or any employee, other elected official, officer, or agent of City in either an individual or an official capacity.

15. Absence of Certain Commercial Practices. Neither Developer nor any officer, member, director, employee or agent of them (nor any person acting on behalf of any of the foregoing), has given or agreed to give any gift or similar benefit, including, without limitation, any contribution, payment or expenditure, of more than normal value to any customer, supplier, City, or other governmental employee or official or any other person who is or may be in a position to help or hinder the foregoing entities or assist them in connection with any actual or proposed activity described in this Agreement.

16. Indemnification for City.

A. Except as provided in paragraph 15.D below, Developer shall indemnify and save City, its employees, elected officials, officers and agents (each, "**Indemnified Party**") harmless against and from all liability or claims arising from (i) Developer's default under this Agreement, (ii) performance of Developer's obligations under this Agreement or the administration of its duties pursuant to this Agreement, or (iii) any environmental matters arising out of or relating to the Property solely from and after the date such property is acquired by Developer or its affiliate as evidenced by a deed conveying such property to Developer or its affiliate filed in the real property records of the county in which the Property is located ("Date of Acquisition"). For the avoidance of doubt, in no event shall Developer be obligated to indemnify City for any liability or claims arising out of environmental matters that existed on the Property prior to the Date of Acquisition regardless of whether any liability or claim is asserted prior to or after the Date of Acquisition.

B. City is entitled to use counsel of its choice and Developer shall reimburse City for all of its reasonable costs, including attorneys' fees, incurred in connection with the response to or defense against such liability or claims as described in paragraph (A), above. City shall provide a general description of the costs incurred in the response or defense, and Developer shall pay City within 15 days of receipt of the statement. Developer may request reasonable documentation evidencing the costs shown on the statement. However, City is not required to provide any documentation which may be privileged or confidential to evidence the costs.

C. City may request Developer to resist or defend against any claim on behalf of an Indemnified Party. On such request, Developer shall resist or defend against such claim on behalf of the Indemnified Party, at Developer's expense. Developer is entitled to use counsel of its choice, manage, and control the defense of or response to such claim for the Indemnified Party; provided Developer is not entitled to settle any such claim without the consent of that Indemnified Party.

D. Notwithstanding anything herein to the contrary, Developer is not required to indemnify any Indemnified Party against or reimburse City for costs arising from any claim or liability (i) occasioned by the acts of that Indemnified Party, or (ii) resulting from that Indemnified Party's own negligence, bad faith, fraud, deceit, or willful misconduct; and in the event of concurrent negligence or fault of Developer and any Indemnified Party, indemnity and liability, if any, shall be apportioned comparatively in accordance with Applicable Law.

E. An Indemnified Party may not avail itself of the indemnification or reimbursement of costs provided in this Section unless it provides Developer with prompt notice, reasonable under the circumstances, of the existence or threat of any claim or liability, including, without limitation, copies of any citations, orders, fines, charges, remediation requests, or other claims or threats of claims, in order to afford Developer notice, reasonable under the circumstances, within which to defend or otherwise respond to a claim.

17. City's Administrative Expenses. Developer shall pay not to exceed \$1,000 to City, or its designee, no later than the date that is the earlier of (a) 60 days following the effective date of this Agreement or (b) 30 days after receiving written notice from the City, accompanied by a general statement in writing (City is not required to provide any statement or supporting materials, which may be privileged or confidential or make any arrangement with legal counsel or other service providers other than may be customary between the parties, for example, using a fixed fee arrangement) and requesting payment of same, provided, however, such limitation as provided in this paragraph does not apply to reimbursements of costs, fees, or other expenses as contemplated by paragraph 15.

18. Governing Law; Venue. The law of the State, without regard to any conflict of law provision that would direct a court to use the laws of another jurisdiction, govern this Agreement. Parties submit to venue and jurisdiction in the state and federal courts of the State.

19. State Law Limitations. Notwithstanding anything else in this Agreement to the contrary, City's commitments are subject to the provisions of the SC Code and the Code.

20. Notices. All notices, requests, demands and other communications required or permitted under this agreement shall be made in writing and shall be sent by hand delivery or by registered or certified mail to the following addresses (or at such other address as the respective party may hereafter designate by notice in writing in the manner specified above):

To City: City of Clemson, South Carolina
Attention: Office of the Mayor
1250 Tiger Boulevard
Suite 1
Clemson, South Carolina 29631

With a copy to: City of Clemson, South Carolina
(not official notice) Attention: Office of City Administrator
1250 Tiger Boulevard
Suite 1
Clemson, South Carolina 29631

With a copy to: King Kozlarek Law LLC
(not official notice) Attention: Michael E. Kozlarek, Esq., City Attorney
Post Office Box 565
Greenville, South Carolina 29602-0565

To Developer: Clemson One Development, LLC
Attention: Ben Whited, Manager
4700 Falls of Neuse Road
Suite 400
Raleigh, North Carolina 27609

With a copy to:
(not official notice) Attention:

,

With a copy to:
(not official notice) Attention:

,

[ONE SIGNATURE PAGE AND THREE EXHIBITS FOLLOW]
[REMAINDER OF PAGE SUBSTANTIVELY BLANK]

In witness whereof, Parties have executed, or caused to be executed by their duly authorized officials, this Agreement, effective as of the date first above written.

CITY OF CLEMSON, SOUTH CAROLINA

G. Robert Halfacre, Mayor

[SEAL]

Attest:

Jeremiah Jackson, City Clerk

ONE CLEMSON DEVELOPMENT, LLC

Ben Whited, Managing Member

[SEAL]

Attest:

EXHIBIT A
PLANS AND SPECIFICATIONS
(DATED [])
[SEE ATTACHED [] PAGES]

EXHIBIT B
CITY PERMIT NO. []
(DATED [])
[SEE ATTACHED [] PAGES]

EXHIBIT C
COST ESTIMATE OF ELIGIBLE REIMBURSEMENT ITEMS
(DATED [])
[SEE ATTACHED [] PAGES]



CITY OF CLEMSON
AGENDA ITEM REQUEST FORM

Requested By:

Date Submitted:

Council Meeting Date:

Type of Request: (check only one)

☒ Report/Discussion

☐ Policy/Action

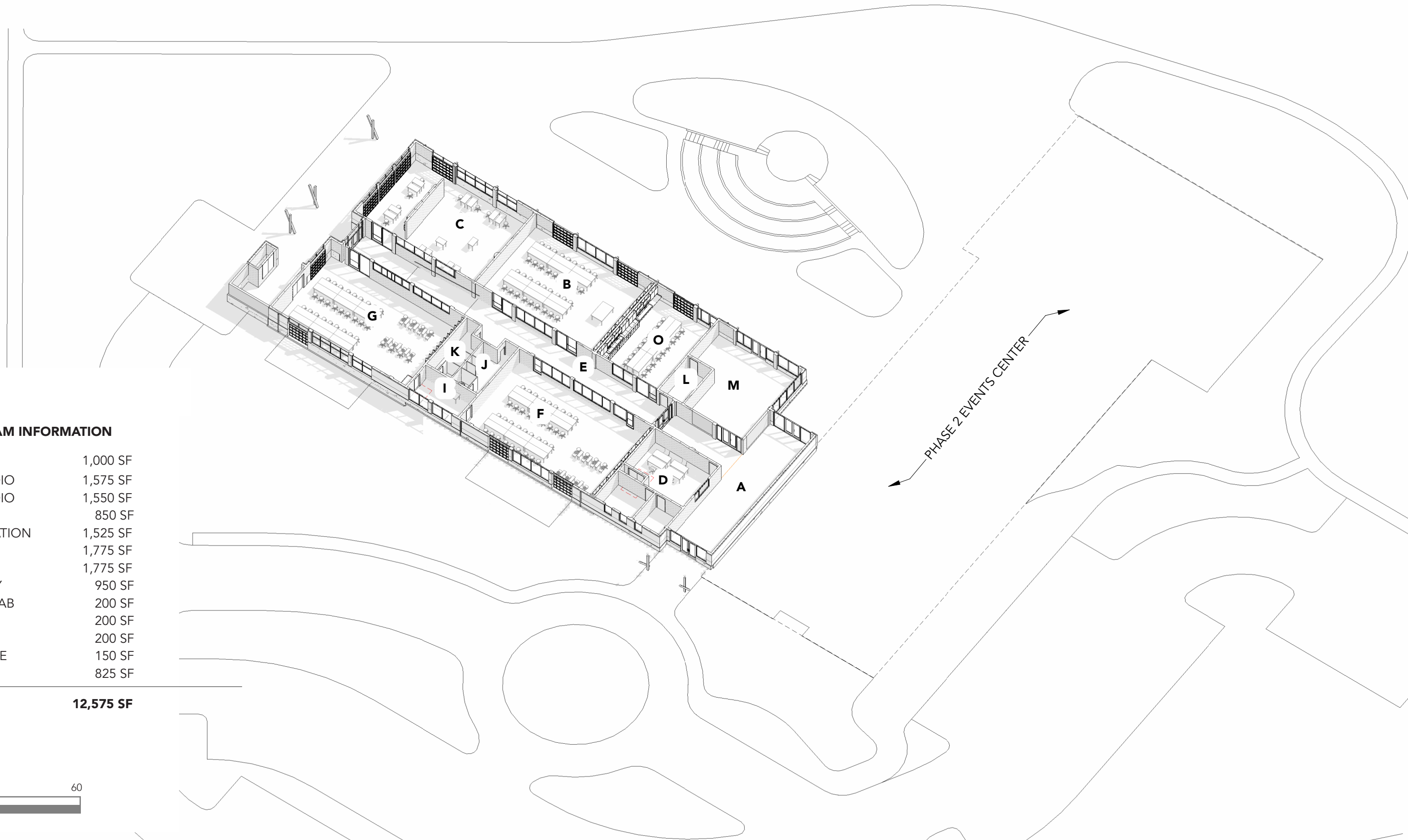
☐ Executive Session

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

Receive a presentation on the schematic design and funding plan for the Arts Center Facility.

Agenda Item Detail: (expand as necessary for clarification)

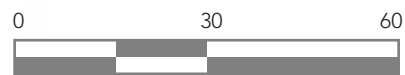
Lisa Lanni from mcmillan pazdan smith architecture will present the schematic design of the Arts Center's new facility. This project will be built in two phases where the Arts Center will be constructed in a way that will allow us to add on a 15,250 SF community events and programming space. The funding plan for the project will also be discussed.

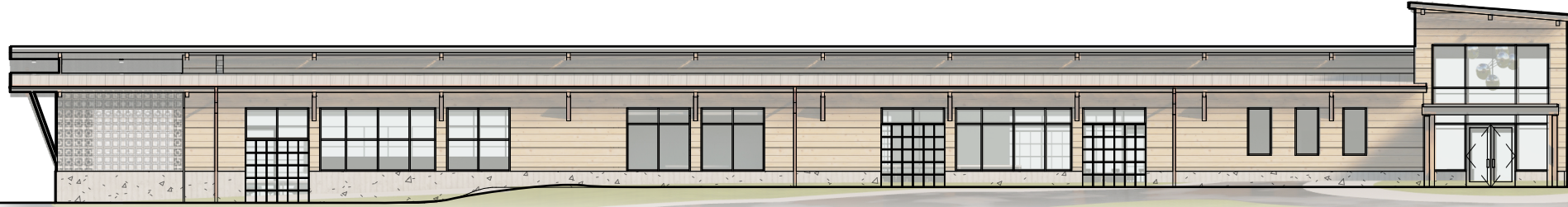


PROGRAM INFORMATION

A	LOBBY	1,000 SF
B	2D STUDIO	1,575 SF
C	3D STUDIO	1,550 SF
D	ADMIN	850 SF
E	CIRCULATION	1,525 SF
F	CLAY	1,775 SF
G	CLAY	1,775 SF
H	GALLERY	950 SF
I	GLAZE LAB	200 SF
J	MEN	200 SF
K	WOMEN	200 SF
L	STORAGE	150 SF
M	YOUTH	825 SF

TOTAL 12,575 SF





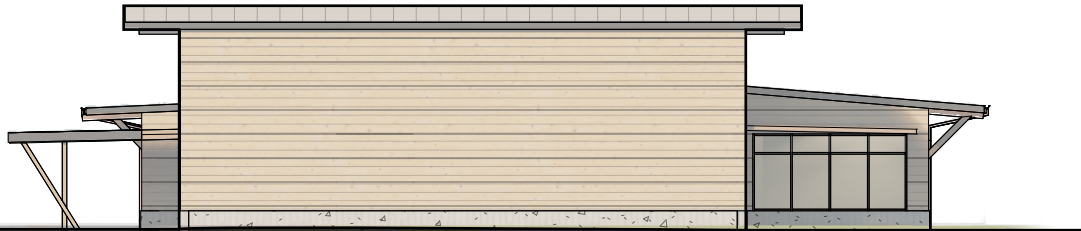
SOUTH ELEVATION

1" = 20'-0"



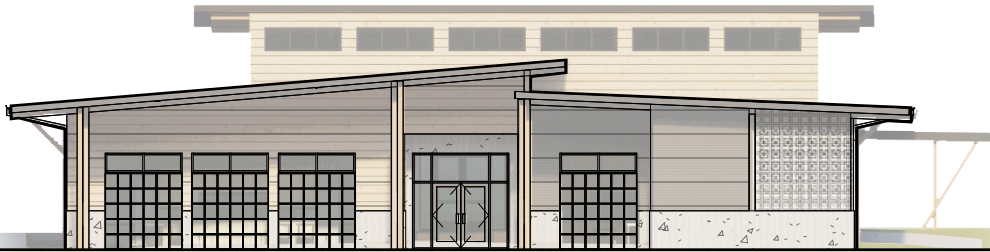
NORTH ELEVATION

1" = 20'-0"



EAST ELEVATION

1" = 20'-0"



WEST PRESENTATION ELEVATION

1" = 20'-0"







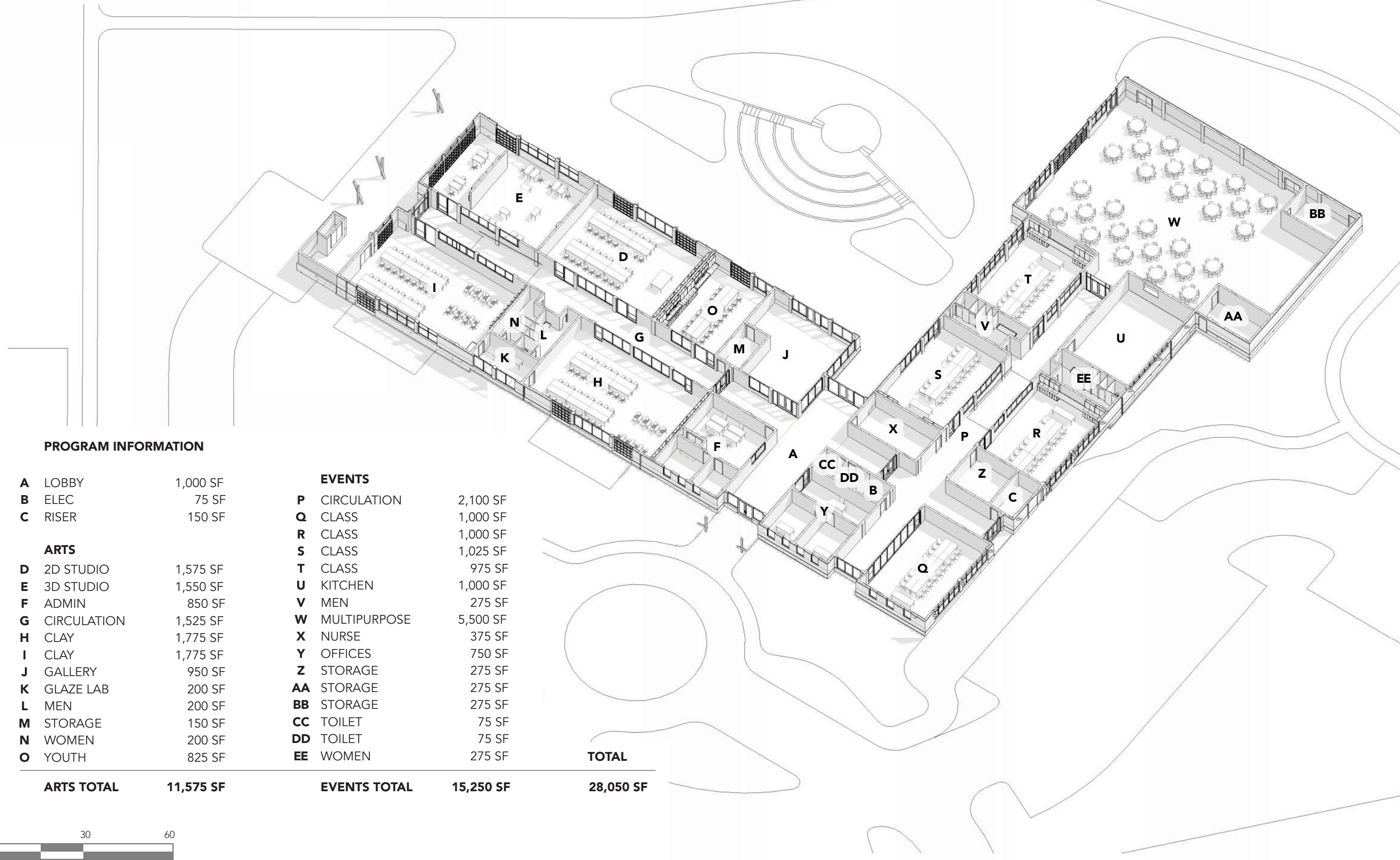












PROGRAM INFORMATION

A	LOBBY	1,000 SF
B	ELEC	75 SF
C	RISER	150 SF
ARTS		
D	2D STUDIO	1,575 SF
E	3D STUDIO	1,550 SF
F	ADMIN	850 SF
G	CIRCULATION	1,525 SF
H	CLAY	1,775 SF
I	CLAY	1,775 SF
J	GALLERY	950 SF
K	GLAZE LAB	200 SF
L	MEN	200 SF
M	STORAGE	150 SF
N	WOMEN	200 SF
O	YOUTH	825 SF

EVENTS		
P	CIRCULATION	2,100 SF
Q	CLASS	1,000 SF
R	CLASS	1,000 SF
S	CLASS	1,025 SF
T	CLASS	975 SF
U	KITCHEN	1,000 SF
V	MEN	275 SF
W	MULTIPURPOSE	5,500 SF
X	NURSE	375 SF
Y	OFFICES	750 SF
Z	STORAGE	275 SF
AA	STORAGE	275 SF
BB	STORAGE	275 SF
CC	TOILET	75 SF
DD	TOILET	75 SF
EE	WOMEN	275 SF

ARTS TOTAL 11,575 SF

EVENTS TOTAL 15,250 SF

TOTAL 28,050 SF



Arts Center Budget

Project Reserves	\$1,395,895
Millage designated for the Arts Center	\$430,000
FY 25 HTAX/HFEE/ATAX	\$600,000
FY 26 HTAX/HFEE/ATAX	\$600,000
FY 25 Rec Impact Fee	\$915,000
FY 26 Rec Impact Fee	\$0
Interest on Hospitality Bond	\$270,000
Nettles Park Expansion	\$700,000
Public Art Fund	\$228,525
Downtown Project Contribution	\$1,000,000
Advance from GF	\$1,000,000
	\$7,139,420



CITY OF CLEMSON
AGENDA ITEM REQUEST FORM

Requested By:

Date Submitted:

Council Meeting Date:

Type of Request: (check only one)

☒ Report/Discussion

☐ Policy/Action

☐ Executive Session

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

Agenda Item Detail: (expand as necessary for clarification)

City of Clemson

Code of Ethics and Conduct

For Elected and Appointed Officials

Policy Purpose

The City of Clemson adopts this Code of Ethics and Conduct for Elected and Appointed Officials to assure that all officials, while exercising their office, conduct themselves in a manner that will instill public confidence and trust in the fair operation and integrity of Clemson's City government.

A. ETHICS

The citizens and businesses of Clemson are entitled to have fair, ethical, and accountable local government. To this end, the public should have full confidence that all officials:

- Comply with both the letter and spirit of the laws and policies affecting the operations of government;
- Are independent, impartial, and fair in their judgment and actions;
- Use their public office for the public good, not for personal gain; and
- Conduct public deliberations and processes openly, unless required by law to be confidential, in an atmosphere of respect and civility.

Therefore, Members of any Council, Boards, Committees, or Commissions ("Member/Members") shall conduct themselves in accordance with the following ethical standards:

1. Act in the Public Interest. Recognizing that stewardship of the public interest must be their primary concern, Members will work for the common good of the people of Clemson and not for any private or personal interest. Members will assure fair and equal treatment of all persons, claims, and transactions coming before them.

2. Comply with both the spirit and the letter of the Law and City Policy. Members shall comply with the laws of the United States, the State of South Carolina, and the City of Clemson in the performance of their public duties.

3. Conduct of Members. The professional and personal conduct of Members while exercising their office must be above reproach and avoid even the appearance of impropriety. Members shall refrain from abusive conduct, including personal charges or verbal attacks upon the character or motives of other Members, the staff, or the public.

4. Respect for process. Members shall perform their duties in accordance with the processes and rules of order established by the City Council. Members shall respect all official decisions.

5. Conduct at Public Meetings. Members shall prepare themselves for public issues; listen courteously and attentively to all public discussions before the body; and focus on the business at hand.

6. Decisions Based on Merit. Members shall base their decisions on the merits and substance of the matter at hand, rather than on unrelated considerations. When making adjudicative decisions (decisions where the Member is called upon to determine and apply facts applicable to an individual case), Members shall maintain an open mind until the conclusion of the hearing on the matter, and shall base their decisions on the facts presented at the hearing and the law.

7. Communication. For adjudicative matters pending before the body, Members shall refrain from receiving information outside of an open public meeting or the agenda materials, except on advice of the City Attorney. Members shall publicly disclose substantive information that is relevant to a matter under consideration by the body which they may have received from sources outside of the public decision-making process.

8. Confidential Information. Members must maintain the confidentiality of all written materials and verbal information provided to Members which is confidential or privileged. Members shall neither disclose confidential information without proper legal authorization, nor use such information to advance their personal, financial, or other private interests.

9. Conflict of Interest. Members who may have a conflict of interest regarding a decision shall disclose the matter to the City Attorney and reasonably cooperate with the City Attorney to analyze the potential conflict. If advised by the City Attorney to seek advice from the State Ethics Commission or other appropriate agency, a Member shall not participate in a decision unless and until they have diligently pursued and received advice allowing their participation. The Member shall provide the City Clerk and the City Attorney a copy of any written request or advice, and conform his or her participation to the advice given.

10. Advocacy. Members shall represent the official policies or positions of the City Council to the best of their ability when designated as representatives for this purpose. When presenting their individual opinions and positions, Members shall explicitly state they do not represent the City of Clemson, nor will they allow the inference that they do. Members have the right to personally endorse candidates for all Council seats or other elected offices, noting that it is inappropriate to mention or display endorsements during any City meetings.

11. Policy Role of Members. Members shall respect and adhere to the council-form of City government as outlined in the Clemson City Code. In this structure, the City Council determines the policies of the City with the advice, information, and analysis provided by City Staff, Boards, Committees, Commissions, and the public. Except as provided by City Code, Members shall not interfere with administrative functions of the City or the professional duties of City Staff; nor shall they impair the ability of Staff to implement Council policy decisions.

12. Independence of Boards, Committees, and Commissions. Because of the value of the independent advice of Boards, Committees, and Commissions to the public decision-making process, Members of Council shall refrain from using their position to influence the deliberations or outcomes of Board, Committee, and Commission proceedings and shall refrain from attending or participating in their meetings.

13. Positive Work Place Environment. Members shall support the maintenance of a positive and constructive work environment for City employees, and for citizens and businesses dealing with the City. Members shall recognize their special role in dealings with City employees to in no way create the perception of inappropriate direction to staff.

B. CONDUCT

The Conduct Guidelines are designed to describe the manner in which elected and appointed officials should treat one another, City staff, constituents, and others they come into contact with while representing the City of Clemson.

Elected and Appointed Officials' Conduct with Each Other

(a) Honor the role of the Chair in maintaining order

It is the responsibility of the Chair to keep the comments of Members on track. Members should honor efforts to focus discussions on current agenda items. If there is disagreement about the agenda or the Chair's actions, those objections should be voiced politely and with reason.

(b) Practice civility and decorum in discussions and debate

Difficult questions, challenges to a point of view, and criticism of ideas and information are legitimate elements of debate by a free democracy. Free debate, however, does not justify impertinent, personal, slanderous, threatening, or disparaging comments.

(c) Avoid personal comments that could offend

If a Member is offended by the remarks of another Member, the offended Member should make notes of the words used and call for a "point of personal privilege" that challenges the other to justify or apologize for the language used. The Chair will maintain control of this discussion.

(d) Demonstrate effective problem-solving approaches

Members have the responsibility to show how individuals with disparate points of view can find common ground and seek compromise that benefits the community.

Elected and Appointed Officials' Conduct with the Public

(a) Be welcoming to speakers.

While questions of clarification may be asked, the official's primary role during public testimony is to listen.

(b) Be fair and equitable in allocating public hearing time.

The Chair will announce limits on speakers at the start of the public hearing process, as set by the governing body.

(c) Practice active listening.

It is disconcerting to speakers for Members not to look at them when they are speaking. It is fine to look at documents or to make notes. Members shall be conscious of facial expressions, and avoid those that could be interpreted as disrespectful (smirking) anger, or boredom.

(d) Maintain an open mind.

Members of the public deserve an opportunity to influence the thinking of elected and appointed officials.

(e) Ask for clarification, but avoid debate and argument.

Only the Chair can interrupt a speaker during a presentation. However, a Member can ask the Chair for a point of order if the speaker is off the topic or exhibiting behavior or language the Member finds disturbing.

Elected and Appointed Officials' Conduct with City Staff

(a) Treat all staff as professionals.

Clear, honest communication that respects the abilities, experience, and dignity of each individual is expected. Poor behavior towards staff is not acceptable.

(b) Do not disrupt City staff from their jobs.

Members should not disrupt City staff while they are engrossed in performing their job functions in order to have their individual needs met. Do not attend staff meetings unless explicitly requested by staff.

(c) Never publicly criticize employees.

Members should never express concerns about the performance of City employees in public, to the employees directly, or to the employee's manager. Concerns or comments about staff performance should only be shared with the City Administrator through private conversation.

(d) Do not get involved in administrative functions.

Members acting in their individual capacity must not attempt to influence City staff on the making of appointments, awarding of contracts, selecting of consultants, processing of applications, or granting of City licenses and permits.

(e) Do not solicit political support from staff.

Members should not solicit any type of political support (financial contributions, display of posters or lawn signs, etc.) from City staff. City staff may, as private citizens with constitutional rights, support political candidates but all such activities must be done away from the workplace.

C. SANCTIONS

(a) Acknowledgement of Code of Ethics and Conduct

Members who do not sign an acknowledgement that they have read and understand the Code of Ethics and Conduct shall be ineligible for intergovernmental assignments, participation in Subcommittees, receiving privileged information, and attending executive sessions.

(b) Ethics Training for Elected Officials

Members who are out of compliance with State or City mandated requirements for ethics training shall not represent the City on intergovernmental assignments or subcommittees and may be subject to sanctions.

(c) Behavior and Conduct

The Clemson Code of Ethics and Conduct expresses standards of ethical conduct expected for Members of the City Council and other appointed positions. Members have the primary responsibility to assure that ethical standards are understood and met, and that the public can have full confidence in the integrity of government. Members have the additional responsibility to intervene when actions of Members that appear to be in violation of the Code of Ethics and Conduct are brought to their attention.

Members who intentionally and repeatedly do not follow proper conduct may be reprimanded or formally censured by the Council, lose seniority or committee assignments (both within the City of Clemson and with intergovernmental agencies), or other privileges afforded by the Council. Serious infractions of the Code of Ethics or Code of Conduct could lead to other sanctions as deemed appropriate by the Council.

Witnessing Members should point out to the offending Member any perceived infractions of the Code of Ethics and Conduct. If the offenses continue, the matter should be referred to the Mayor in private. If the Mayor is the individual whose actions are being questioned, the matter should be referred to the Mayor Pro Tem. It is the responsibility of these leaders to initiate action if a Member's behavior may warrant sanction. If no action is taken by the Mayor/Mayor Pro Tem, then the alleged violation can be brought to the full Council.

D. IMPLEMENTATION

The Code of Ethics and Conduct is intended to be self-enforcing and is an expression of the standards of conduct for Members expected by the City. It therefore becomes most effective when Members are thoroughly familiar with it and embrace its provisions.

For this reason, this document shall be included in the regular orientations for candidates for City Council and newly elected or appointed Members of public service. Members entering office shall sign a statement acknowledging they have read and understand the Code of Ethics and Conduct. In addition, the Code of Ethics and Conduct shall be signed annually by all Members of the the City Council, Boards, Committees, or Commissions and updated as necessary.

Member Signature: _____