

1. Agenda

Documents:

[2024_01_02AGENDA.PDF](#)

2. Meeting Materials

Documents:

[2024_01_02LINKCONTRACT.PDF](#)

[2024_01_02BOARDAPPOINTMENT.PDF](#)

[2024_01_02PARKING.PDF](#)

[2024_01_02AXONPURCHASEREQUEST.PDF](#)

[2024_01_02BUDGETINGORDINANCE.PDF](#)

[2024_01_02AMENDEDINTERJURISDICTIONALAGREEMENT.PDF](#)

[2024_01_02WREATHS.PDF](#)



CITY OF Clemson SOUTH CAROLINA

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

6:30 p.m. Call to Order: Regular Council Meeting

Invocation and Pledge of Allegiance: Council Member Ducworth

Public Session: *(3-minute limit per speaker)*

Approval of Minutes: December 18th, 2023

Reports/Discussion

- a. Consider a sponsorship request for Wreaths Across America – City Administrator Andy Blondeau
- b. Consider amending the Board and Commission membership requirements to include inclusive and representative language – Council Member Smith
- c. Staff Reports

Policy Action *(2-minute limit per speaker)*

Ordinances

- a. Consider approving the 1st reading of an Ordinance to amend the City Code Chapter 7 Finance -Sec. 5 Budgeting – Finance Director Leslie Wilder
- b. Consider approving the 1st reading of an Ordinance to amend the City Code Chapter 18 Traffic -Sec. 17 Violations; Sec. 18 Penalties for failure to comply with a traffic citation; Sec. 34 Metered and Leased Parking- Community and Economic Development Coordinator Lindsey Newton

Other Policy Items

- a. Consider approving the purchase of new body worn cameras and online storage with Axon– Police Chief Jorge Campos
- b. Consider an amendment to the May 5th, 2023 LINK Strategic Partners Professional Services Contract- City Administrator Andy Blondeau
- c. Consider approving the revision of the Pendleton Clemson Wastewater Treatment Plant Interjurisdictional Agreement that is needed for SCIIP funding requirements– Utilities Director Benjie McGill

Mayor-Council reports/comments/new business

Executive Session

- a. Consider Appointments to City Boards and Commissions; SC Code Section 30-4-70 (a)(1)

Note: Upon returning to open session, Council may take action on matters discussed in Executive Session.

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)

Consider an amendment to the May 5, 2023 LINK Strategic Partners Professional Services Contract.

Agenda Item Detail: (expand as necessary for clarification)

LINK'S contract called for 10-15 stakeholder interviews devoted to DEI related issues. So far they have conducted over 60 and counting. The project gained momentum and we have asked them to reach out to more people along the way to make sure we have done everything we can to reach all segments of our community. This has delayed their launch of the staff and community surveys so they will need to move their delivery deadline out to February. They have also told us that they see value in facilitating discussions on DEI related themes to foster a sense of inclusivity among the Comprehensive Plan Steering Committee. (Council and the PC) They have submitted a contract amendment in the amount of \$20,000 to address the extra meetings, steering committee work, and time that will be needed to synthesize the tremendous amount of feedback they have received. We have budgeted \$50,000 in Council's budget for unforeseen DEI related work and events.



City of Clemson, SC
Contract Addendum | December 2023

Upon completion of the Statement of Work dated July 13, 2023 through December 2023, the City of Clemson requires continued support related to Diversity, Equity, and Inclusion Assessment and Program Development services. Following a successful program of extensive stakeholder engagement thus far, LINK has exceeded the contracted number of touchpoints by 50.

Statement of Work. LINK will continue to support the City of Clemson in these efforts during the months of January and February 2024 through the delivery of the following services.

- Reviewing feedback and conducting refinement and implementation sessions.
- Synthesizing feedback from extensive stakeholder engagement touchpoints and surveys to inform a DEI Audit report.
- Developing a framework for facilitated dialogue discussions on gender equity and other related DEI themes to foster a sense of inclusivity among Council representatives and the Comprehensive Plan Steering Committee.

Costs. LINK Strategic Partners will complete the above work on a firm-fixed price schedule. These fees do not include other direct costs expenses, such as printing, production, and shipping.

LINK Strategic Partners will complete the work described in Appendix A for the following firm-fixed price:

\$20,000 in total (\$10,000 each month)

Assumptions. The Consultant's proposal dated May 5, 2023 will continue to guide the services and activities of the engagement.

Signatures. This addendum is accepted and work will continue upon execution of the addendum below.

Consultant

Signature
Michael Akin, President
Reingold LINK, LLC d/b/a
LINK Strategic Partners

Date

Client

Signature
David A. Blondeau, City Manager
City of Clemson, SC

Date



CITY OF CLEMSON
AGENDA ITEM REQUEST FORM

Requested By:

Date Submitted:

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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
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 amending sections 17,18, and 34 of the traffic ordinance to reflect recent changes.

Agenda Item Detail: (expand as necessary for clarification)

Sections 17, 18, and 34 of Chapter 18 in the City's Code of Ordinances have been updated to reflect the recent changes recommended to and adopted by Council. These changes include reducing the days to pay a fine from 30 to 15 days, Allowing a 50% reduction for overtime fines if paid within 7 days, and removing the section on leased football parking. Staff has also cleaned up some of the language in the leased parking section and updated the contact information for paying fines.

Sec. 18-34. Metered and leased parking.

a. Metered parking.

1. Any person parking any vehicle in a parking space identified as a metered space within the city limits, shall upon entering the parking space, immediately deposit payment in the nearest multi-space meter provided. Failure to do so shall constitute a violation of this section and shall subject the person to the punishments hereinafter set forth. Upon deposit, the parking space becomes lawfully occupied until the purchased amount of time expires. Then, and in that event, the vehicle shall be considered to be parked overtime and the overtime parking of a vehicle shall constitute a violation and upon conviction be subject to the punishment hereinafter set forth.
2. Payment options.
 - a. Visa, ~~Mastereard~~MasterCard, Discover, Debit Card;
 - b. Coins accepted: \$0.05, \$0.10. \$0.25;
 - c. Bills accepted: \$1.00.
3. Metered parking rates and times of operation.

Monday-Friday	7:00 a.m.—5:00 p.m.	\$0.50 per half hour up to 3 hours See City Fee Schedule
Monday-Friday	5:00 p.m.—4:00 a.m.	Free
Monday-Sunday Sunday-Monday	4:00 a.m.—7:00 a.m.	No Parking
Saturday	7:00 a.m.—4:00 a.m.	Free or Special Event Rate- See City Fee Schedule
Sunday	7:00 a.m.—4:00 a.m.	Free

a.

4. It shall be unlawful and a violation of the provision of this section for any person to deface, injure, tamper with, open or willfully break, destroy, steal, take or impair the usefulness of a public parking meter. Each meter violation is a separate offense.
5. It shall be unlawful and a violation of this section to deposit or cause to be deposited in any parking meter, any slugs, device, unauthorized metallic substance, or any other unauthorized substance.
6. It shall be unlawful and a violation of this section for any vehicle to park in a metered parking space in either parking deck between the hours of 4:00 AM and 7:00 AM. A violation of this section shall result in a ~~\$120~~ fine. Subsequent violations may result in the vehicle being towed.
7. The city shall have lines painted or designated adjacent to each parking space for the purpose of designating the parking space to be occupied. The operator of a vehicle, when parking the vehicle in a parking space shall keep the vehicle within the lines or markings so established.

8. It shall be the duty of the parking enforcement officers and police officers, acting in accordance with instructions issued by the chief of police to report all of the following: the number of each metered space which indicates the vehicle occupying the parking space is or has been parked in violation of any of the provisions of this section, the state license number of the vehicle, the time during which the vehicle is parked in violation of any of the provisions of this section, and any other facts necessary to demonstrate a thorough understanding of the circumstances attending the violation.
9. Each police officer or authorized attendant shall attach to any vehicle found violating the provisions of this section a parking police notice for parking violation. The registered owner of the vehicle shall be responsible for the payment of the fine indicated or must appeal to Parking Services or in municipal court. Payment may be made at the Clemson Municipal Court located at 1250 Tiger Boulevard, Suite 3, Clemson, SC 29631, Monday through Thursday 8:00 a.m. to 4:30 p.m. and Friday 8:00 a.m. to 3:00 p.m. For online 24/7 payments, visit www.cityofclemsonpayments.com www.tocite.net/clemsoncity/portal. For phone payments, please call 844-544-8545 864-653-1818, 24/7. Monday through Friday 7:00 a.m. to 9:00 p.m.; Saturday and Sunday 9:00 a.m. to 6:00 p.m. Payments may also be sent through the U.S. Postal Service. If a receipt is required, the fine must be paid at the municipal court. Should the owner or operator desire to dispute an appeal in municipal court for the parking violation, he or she must submit the dispute through www.tocite.net/clemsoncity/portal contact the clerk of municipal court within seven days to schedule an appeal.
10. Any person who shall violate any of the provisions of this section or any person who shall assist in the violation, shall be deemed guilty of a civil infraction misdemeanor and fined upon conviction be punished as provided in section- 18-176-12 of the Code of Ordinances of the City of Clemson, S.C.

b. *Leased parking.*

- ~~4. Football reservations. Two hundred twenty-two parking spaces in the Keith Street parking deck and an additional 39 spaces in the Earle Street parking deck may be leased for Clemson University Home Football Games. These spaces are leased at the following rates: City of Clemson resident —\$150.00 per space per season; out of town —\$300.00 per space per season. Leased spaces are reserved exclusively for the lessee between 7:00 a.m. and the end of the game for Saturday games. Weekday game spaces are the exclusive use of the lessees between 12:00 p.m. and the end of the game. A game day attendant will be on site starting at 7:00 a.m. until kickoff on Saturday games and 12:00 p.m. until kickoff on weekday games. The lessee will be responsible for towing unauthorized cars from their leased space upon departure of the game day attendant and should call Death Valley Towing at 864-985-0505. Football leases are non-transferable and may not be sublet by the lessee. All spaces revert back to the city upon expiration.~~
- 5.4. Monday—Friday leased parking. One hundred five parking spaces in the Keith Street parking deck and 20 parking spaces in the Earle Street deck are available for lease on a first-come, first-served basis. These spaces are leased annually at a rate of \$40.00 per month with the option to pay quarterly, bi-annually (July/January) or annually. Leases run July 1 through June 30. The lease amount for leases established between those dates shall be pro-rated and calculated by applying the monthly rate to the number of months left in the lease year. Lessees have the exclusive use of their designated parking space Monday through Friday 8:00 a.m. to 5:00 p.m. Monday through Friday leases are non-transferable and may not be sublet by the lessee. All spaces revert back to the city upon expiration
- 6.5. There are 20 additional spaces available for lease on Sloan Street in the University Lutheran Church parking lot. These spaces lease annually at a rate of \$30.00 per month and with the option to pay quarterly, bi-annually (July/January) or annually. Leases run July 1 through June 30. The lease amount for leases established between those dates shall be pro-rated and calculated by

~~applying the monthly rate to the number of months left in the lease year. Lessees have the exclusive use of their designated parking space Monday through Friday 8:00 a.m. to 5:00 p.m. for the lessee's exclusive use Monday through Friday 8:00 a.m. to 5:00 p.m.~~ University Lutheran Church, from time to time, may need full use of this property for their services. In this event, vehicles with leases in the Sloan Street parking lot will be temporarily relocated to the Keith Street parking deck for the duration of the service. Monday through Friday leases are non-transferable and may not be sublet by the lessee. All spaces revert back to the city upon expiration.

~~7.6.~~ 24/7 reserved parking. There are 20 parking spaces in the Keith Street parking deck available for 24/7 exclusive use. These spaces are designated specifically for the residences located in Clemson Center at 391 College Avenue, leased at a rate of \$45.00 per month and are for the exclusive use of the lessee at all times. 24/7 reserved parking leases are non-transferable and may not be sublet by the lessee. All spaces revert back to the city upon expiration.

c. *Parking deck miscellaneous regulations.*

1. No use of skateboards, skates, non-licensed scooters, bicycles, trailers and non-motorized vehicles.
2. No use of grills or cooking devices within structures.
3. Use of alcohol permissible only during permitted events.
4. No tampering, removal of or defacing equipment, structures, parking bags, signs or walls.
5. No unauthorized placement of signs, flyers or other advertisement materials.
6. No littering.
7. No smoking.
8. Maximum speed of five miles per hour.
9. Parking must be in designated spaces.

Anything in this Chapter to the contrary notwithstanding, the city council, in exercising its power to set parking fees, may from time to time be amended by resolution or in the city's annual budget ordinance.

City council may from time to time temporarily alter, revise, and/or suspend the above regulations of parking days and times, parking fees and restricted use for days of special events, holidays and other circumstances as approved by city council.

Sec. 18-17. Violations.

A police officer or parking enforcement officer, finding any vehicle parked, standing, or stopped in violation of any city ordinance or state law, shall affix in a conspicuous place on such vehicle a traffic citation requiring the owner or driver to post a specified bond within 15 days ~~48 hours at a specified location within the city~~. A fine for expired meter or overtime parking may be reduced by 50%, ~~once annually, January-December~~, if paid within 7~~15~~ days of violation. Fines for parking violations shall be:

1.	Expired meter	\$30.00 \$60.00 2nd Offense \$100.00 3rd Offense and each offense thereafter
2.	Overtime Parking - parking beyond established time limits (overnight parking excluded)	\$30.00 \$60.00 2nd Offense \$100.00 3rd Offense and each offense thereafter
3.	Overnight parking where disallowed by ordinance	\$120.00
4.	Parking in designated handicap space	\$100.00
5.	Parking in a reserved space	\$75.00
6.	Miscellaneous facility <u>regulations</u>	\$10.00-\$100.00

Violators of parking after approved hours, parking in designated handicap space or parking in a reserved space are subject to towing of vehicle to a designated facility and will be subject to fines and towing charges.

(Ord. No. CC-89-022, § 2, 11-20-89; Ord. No. CC-2003-19, 9-15-03; Ord. No. CC-2005-23, 5-2-05; Ord. No. CC-2005-31, 9-19-05; Ord. No. CC-2023-08, 06/20/2023)

Sec. 18-18. Penalties for failure to comply with traffic citation.

- a. The traffic citation authorized by section 18-17 shall contain a warning that if the bond required by the citation is not posted within 15 ~~30~~ days, it shall be increased by an additional specified amount, and that failure to comply with the requirements of the citation shall result in the issuance of a summons to appear in municipal court. Failure to appear in municipal court when summoned may result in the issuance of an arrest warrant for failure to pay the traffic citation, which is a misdemeanor.
- b. Any vehicle parked on any street or other public property, whether in an authorized or unauthorized zone, which is found to be the subject of \$50.00 or more past due on outstanding traffic citations is hereby declared to be a public nuisance.

(Ord. No. CC-89-022, § 2, 11-20-89; Ord. No. CC-2023-08, 06/20/2023)



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)

Approval for purchase of new body worn cameras and online storage with Axon.

Agenda Item Detail: (expand as necessary for clarification)

Council to approve the purchase of the updated body worn cameras and the online storage services of the same for the police department in the amount of \$50,000. This purchase is not a budgeted item, however, the staff believes the current budget should cover the purchase because of vacancies that have not been successfully filled at this time.

Non-Binding Budgetary Estimate



Axon Enterprise, Inc.
17800 N 85th St.
Scottsdale, Arizona 85255
United States
VAT: 86-0741227
Domestic: (800) 978-2737
International: +1.800.978.2737

Q-537994-45278.930SB

Issued: 12/18/2023

Quote Expiration: 12/31/2023

Estimated Contract Start Date: 02/01/2024

Account Number: 466041

Payment Terms: N30

Delivery Method:

SHIP TO		BILL TO		SALES REPRESENTATIVE		PRIMARY CONTACT	
1198 Tiger BLVD. 1198 TIGER BLVD CLEMSON, SC 29631-2665 USA		Clemson Police Dept. - SC 1198 TIGER BLVD CLEMSON SC 29631-2665 USA Email:		Rachel Gershenson Phone: Email: rleinson@axon.com Fax:		Jorge Campos Phone: 864-624-2010 Email: jcampos@cityofclemson.org Fax:	

Quote Summary

Program Length	60 Months
TOTAL COST	\$201,273.93
ESTIMATED TOTAL W/ TAX	\$215,223.11

Discount Summary

Average Savings Per Year	\$3,397.45
TOTAL SAVINGS	\$16,987.23

Payment Summary

Date	Subtotal	Tax	Total
Jan 2024	\$45,870.79	\$3,070.97	\$48,941.76
Feb 2024	(\$583.90)	(\$40.87)	(\$624.77)
Jan 2025	\$38,996.76	\$2,729.76	\$41,726.52

Payment Summary

Date	Subtotal	Tax	Total
Jan 2026	\$38,996.76	\$2,729.76	\$41,726.52
Jan 2027	\$38,996.76	\$2,729.76	\$41,726.52
Jan 2028	\$38,996.76	\$2,729.80	\$41,726.56
Total	\$201,273.93	\$13,949.18	\$215,223.11

Quote List Price:

\$218,261.16

Quote Subtotal:

\$201,273.93

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Term	Qty	List Price	Net Price	Subtotal	Tax	Total
AB3 Camera Bundle								
73202	AXON BODY 3 - NA10 - US - BLK - RAPIDLOCK		1	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
11534	USB-C to USB-A CABLE FOR AB3 OR FLEX 2		47	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
11508	MOLLE MOUNT, DOUBLE, AXON RAPIDLOCK		47	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
73202	AXON BODY 3 - NA10 - US - BLK - RAPIDLOCK		42	\$749.00	\$789.00	\$33,138.00	\$2,319.66	\$35,457.66
AB3 Multi Bay Dock Bundle								
71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK		5	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK		5	\$43.90	\$43.90	\$219.50	\$15.37	\$234.87
74210	AXON BODY 3 - 8 BAY DOCK		5	\$1,595.00	\$1,595.00	\$7,975.00	\$558.25	\$8,533.25
Basic License Bundle								
73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	60m	31	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
73840	EVIDENCE.COM BASIC ACCESS LICENSE	60m	31	\$976.20	\$998.31	\$30,947.61	\$2,166.34	\$33,113.95
Body Worn Camera Multi-Bay Dock TAP Bundle								
80465	EXT WARRANTY, MULTI-BAY DOCK (TAP)	49m	5	\$695.80	\$342.09	\$1,710.45	\$119.73	\$1,830.18
73688	MULTI-BAY BWC DOCK 2ND REFRESH		5	\$1,810.00	\$889.89	\$4,449.45	\$311.46	\$4,760.91
73689	MULTI-BAY BWC DOCK 1ST REFRESH		5	\$1,724.00	\$984.27	\$4,921.35	\$344.49	\$5,265.84
Body Worn Camera TAP Bundle								
80464	EXT WARRANTY, CAMERA (TAP)	49m	1	\$391.02	\$327.80	\$327.80	\$22.95	\$350.75
80464	EXT WARRANTY, CAMERA (TAP)	49m	42	\$391.02	\$327.80	\$13,767.60	\$963.73	\$14,731.33
73309	AXON CAMERA REFRESH ONE		43	\$918.00	\$893.11	\$38,403.73	\$2,688.26	\$41,091.99
73310	AXON CAMERA REFRESH TWO		43	\$963.00	\$807.29	\$34,713.47	\$2,429.94	\$37,143.41
Pro License Bundle								
73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	60m	33	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
73746	PROFESSIONAL EVIDENCE.COM LICENSE	60m	11	\$2,538.60	\$2,662.17	\$29,283.87	\$2,049.87	\$31,333.74
Individual Items								
100553	TRANSFER CREDIT - SOFTWARE AND SERVICES		1	\$1.00	(\$583.90)	(\$583.90)	(\$40.87)	(\$624.77)
80146	VIRTUAL BODYCAM STARTER		1	\$1,575.00	\$2,000.00	\$2,000.00	\$0.00	\$2,000.00
Total						\$201,273.93	\$13,949.18	\$215,223.11

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Estimated Delivery Date
AB3 Camera Bundle	11508	MOLLE MOUNT, DOUBLE, AXON RAPIDLOCK	47	01/01/2024
AB3 Camera Bundle	11534	USB-C to USB-A CABLE FOR AB3 OR FLEX 2	47	01/01/2024
AB3 Camera Bundle	73202	AXON BODY 3 - NA10 - US - BLK - RAPIDLOCK	42	01/01/2024
AB3 Camera Bundle	73202	AXON BODY 3 - NA10 - US - BLK - RAPIDLOCK	1	01/01/2024
AB3 Multi Bay Dock Bundle	70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	5	01/01/2024
AB3 Multi Bay Dock Bundle	71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK	5	01/01/2024
AB3 Multi Bay Dock Bundle	74210	AXON BODY 3 - 8 BAY DOCK	5	01/01/2024
Body Worn Camera Multi-Bay Dock TAP Bundle	73689	MULTI-BAY BWC DOCK 1ST REFRESH	5	07/01/2026
Body Worn Camera TAP Bundle	73309	AXON CAMERA REFRESH ONE	43	07/01/2026
Body Worn Camera Multi-Bay Dock TAP Bundle	73688	MULTI-BAY BWC DOCK 2ND REFRESH	5	01/01/2029
Body Worn Camera TAP Bundle	73310	AXON CAMERA REFRESH TWO	43	01/01/2029

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Basic License Bundle	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	31	02/01/2024	01/31/2029
Basic License Bundle	73840	EVIDENCE.COM BASIC ACCESS LICENSE	31	02/01/2024	01/31/2029
Pro License Bundle	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	33	02/01/2024	01/31/2029
Pro License Bundle	73746	PROFESSIONAL EVIDENCE.COM LICENSE	11	02/01/2024	01/31/2029

Services

Bundle	Item	Description	QTY
A la Carte	80146	VIRTUAL BODYCAM STARTER	1

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Body Worn Camera Multi-Bay Dock TAP Bundle	80465	EXT WARRANTY, MULTI-BAY DOCK (TAP)	5	01/01/2025	01/31/2029
Body Worn Camera TAP Bundle	80464	EXT WARRANTY, CAMERA (TAP)	42	01/01/2025	01/31/2029
Body Worn Camera TAP Bundle	80464	EXT WARRANTY, CAMERA (TAP)	1	01/01/2025	01/31/2029

Payment Details

Jan 2024						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Upfront Hardware + PSO	11508	MOLLE MOUNT, DOUBLE, AXON RAPIDLOCK	47	\$0.00	\$0.00	\$0.00
Upfront Hardware + PSO	11534	USB-C to USB-A CABLE FOR AB3 OR FLEX 2	47	\$0.00	\$0.00	\$0.00
Upfront Hardware + PSO	70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	5	\$219.50	\$15.37	\$234.87
Upfront Hardware + PSO	71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK	5	\$0.00	\$0.00	\$0.00
Upfront Hardware + PSO	73202	AXON BODY 3 - NA10 - US - BLK - RAPIDLOCK	1	\$0.00	\$0.00	\$0.00
Upfront Hardware + PSO	73202	AXON BODY 3 - NA10 - US - BLK - RAPIDLOCK	42	\$33,138.00	\$2,319.66	\$35,457.66
Upfront Hardware + PSO	74210	AXON BODY 3 - 8 BAY DOCK	5	\$7,975.00	\$558.25	\$8,533.25
Upfront Hardware + PSO	80146	VIRTUAL BODYCAM STARTER	1	\$2,000.00	\$0.00	\$2,000.00
Year 1	73309	AXON CAMERA REFRESH ONE	43	\$614.91	\$43.04	\$657.95
Year 1	73310	AXON CAMERA REFRESH TWO	43	\$555.83	\$38.91	\$594.74
Year 1	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	31	\$0.00	\$0.00	\$0.00
Year 1	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	33	\$0.00	\$0.00	\$0.00
Year 1	73688	MULTI-BAY BWC DOCK 2ND REFRESH	5	\$71.24	\$4.99	\$76.23
Year 1	73689	MULTI-BAY BWC DOCK 1ST REFRESH	5	\$78.80	\$5.52	\$84.32
Year 1	73746	PROFESSIONAL EVIDENCE.COM LICENSE	11	\$468.89	\$32.82	\$501.71
Year 1	73840	EVIDENCE.COM BASIC ACCESS LICENSE	31	\$495.53	\$34.69	\$530.22
Year 1	80464	EXT WARRANTY, CAMERA (TAP)	1	\$5.25	\$0.37	\$5.62
Year 1	80464	EXT WARRANTY, CAMERA (TAP)	42	\$220.45	\$15.43	\$235.88
Year 1	80465	EXT WARRANTY, MULTI-BAY DOCK (TAP)	5	\$27.39	\$1.92	\$29.31
Total				\$45,870.79	\$3,070.97	\$48,941.76

Feb 2024						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Invoice Upon Fulfillment	100553	TRANSFER CREDIT - SOFTWARE AND SERVICES	1	(\$583.90)	(\$40.87)	(\$624.77)
Total				(\$583.90)	(\$40.87)	(\$624.77)

Jan 2025						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	73309	AXON CAMERA REFRESH ONE	43	\$9,447.20	\$661.30	\$10,108.50
Year 2	73310	AXON CAMERA REFRESH TWO	43	\$8,539.41	\$597.76	\$9,137.17
Year 2	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	31	\$0.00	\$0.00	\$0.00
Year 2	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	33	\$0.00	\$0.00	\$0.00
Year 2	73688	MULTI-BAY BWC DOCK 2ND REFRESH	5	\$1,094.55	\$76.62	\$1,171.17
Year 2	73689	MULTI-BAY BWC DOCK 1ST REFRESH	5	\$1,210.64	\$84.74	\$1,295.38
Year 2	73746	PROFESSIONAL EVIDENCE.COM LICENSE	11	\$7,203.74	\$504.26	\$7,708.00
Year 2	73840	EVIDENCE.COM BASIC ACCESS LICENSE	31	\$7,613.02	\$532.91	\$8,145.93
Year 2	80464	EXT WARRANTY, CAMERA (TAP)	1	\$80.64	\$5.65	\$86.29
Year 2	80464	EXT WARRANTY, CAMERA (TAP)	42	\$3,386.79	\$237.07	\$3,623.86
Year 2	80465	EXT WARRANTY, MULTI-BAY DOCK (TAP)	5	\$420.77	\$29.45	\$450.22
Total				\$38,996.76	\$2,729.76	\$41,726.52

Non-Binding Budgetary Estimate

Jan 2026						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	73309	AXON CAMERA REFRESH ONE	43	\$9,447.20	\$661.30	\$10,108.50
Year 3	73310	AXON CAMERA REFRESH TWO	43	\$8,539.41	\$597.76	\$9,137.17
Year 3	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	31	\$0.00	\$0.00	\$0.00
Year 3	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	33	\$0.00	\$0.00	\$0.00
Year 3	73688	MULTI-BAY BWC DOCK 2ND REFRESH	5	\$1,094.55	\$76.62	\$1,171.17
Year 3	73689	MULTI-BAY BWC DOCK 1ST REFRESH	5	\$1,210.64	\$84.74	\$1,295.38
Year 3	73746	PROFESSIONAL EVIDENCE.COM LICENSE	11	\$7,203.74	\$504.26	\$7,708.00
Year 3	73840	EVIDENCE.COM BASIC ACCESS LICENSE	31	\$7,613.02	\$532.91	\$8,145.93
Year 3	80464	EXT WARRANTY, CAMERA (TAP)	1	\$80.64	\$5.65	\$86.29
Year 3	80464	EXT WARRANTY, CAMERA (TAP)	42	\$3,386.79	\$237.07	\$3,623.86
Year 3	80465	EXT WARRANTY, MULTI-BAY DOCK (TAP)	5	\$420.77	\$29.45	\$450.22
Total				\$38,996.76	\$2,729.76	\$41,726.52

Jan 2027						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	73309	AXON CAMERA REFRESH ONE	43	\$9,447.20	\$661.30	\$10,108.50
Year 4	73310	AXON CAMERA REFRESH TWO	43	\$8,539.41	\$597.76	\$9,137.17
Year 4	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	31	\$0.00	\$0.00	\$0.00
Year 4	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	33	\$0.00	\$0.00	\$0.00
Year 4	73688	MULTI-BAY BWC DOCK 2ND REFRESH	5	\$1,094.55	\$76.62	\$1,171.17
Year 4	73689	MULTI-BAY BWC DOCK 1ST REFRESH	5	\$1,210.64	\$84.74	\$1,295.38
Year 4	73746	PROFESSIONAL EVIDENCE.COM LICENSE	11	\$7,203.74	\$504.26	\$7,708.00
Year 4	73840	EVIDENCE.COM BASIC ACCESS LICENSE	31	\$7,613.02	\$532.91	\$8,145.93
Year 4	80464	EXT WARRANTY, CAMERA (TAP)	1	\$80.64	\$5.65	\$86.29
Year 4	80464	EXT WARRANTY, CAMERA (TAP)	42	\$3,386.79	\$237.07	\$3,623.86
Year 4	80465	EXT WARRANTY, MULTI-BAY DOCK (TAP)	5	\$420.77	\$29.45	\$450.22
Total				\$38,996.76	\$2,729.76	\$41,726.52

Jan 2028						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 5	73309	AXON CAMERA REFRESH ONE	43	\$9,447.20	\$661.32	\$10,108.52
Year 5	73310	AXON CAMERA REFRESH TWO	43	\$8,539.41	\$597.75	\$9,137.16
Year 5	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	31	\$0.00	\$0.00	\$0.00
Year 5	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	33	\$0.00	\$0.00	\$0.00
Year 5	73688	MULTI-BAY BWC DOCK 2ND REFRESH	5	\$1,094.55	\$76.61	\$1,171.16
Year 5	73689	MULTI-BAY BWC DOCK 1ST REFRESH	5	\$1,210.64	\$84.75	\$1,295.39
Year 5	73746	PROFESSIONAL EVIDENCE.COM LICENSE	11	\$7,203.74	\$504.27	\$7,708.01
Year 5	73840	EVIDENCE.COM BASIC ACCESS LICENSE	31	\$7,613.02	\$532.92	\$8,145.94
Year 5	80464	EXT WARRANTY, CAMERA (TAP)	1	\$80.64	\$5.63	\$86.27
Year 5	80464	EXT WARRANTY, CAMERA (TAP)	42	\$3,386.79	\$237.09	\$3,623.88
Year 5	80465	EXT WARRANTY, MULTI-BAY DOCK (TAP)	5	\$420.77	\$29.46	\$450.23
Total				\$38,996.76	\$2,729.80	\$41,726.56

Non-Binding Budgetary Estimate

This Rough Order of Magnitude estimate is being provided for budgetary and planning purposes only. It is non-binding and is not considered a contractable offer for sale of Axon goods or services.

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Contract State of South Carolina Contract No. 4400021613 is incorporated by reference into the terms and conditions of this Agreement. In the event of conflict the terms of Axon's Master Services and Purchasing Agreement shall govern.

Exceptions to Standard Terms and Conditions

Agency has existing contract(s) originated via Quote(s): Q-340229 and Q-501889

Agency is terminating those contracts effective 02/01/2024. Any change in this date will result in modification of the program value which may result in additional fees or credits due to or from Axon.

The parties agree that Axon is applying a Net Transfer Credit of (\$583.90) to the quote for paid but undelivered items.





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)

CODE OF ORDINANCES

CHAPTER 7 FINANCE (1)

FOOTNOTE(S):

--- (1) ---

Cross reference—Any ordinance or resolution promising or guaranteeing the payment of money for the city, or authorizing the issuance of any bonds of the city or any evidence of the city's indebtedness, or any contract or obligation assumed by the city saved from repeal, § 1-3(a)(1); administration, ch. 2.

Sec. 7-5. Budgeting.

- a. Budgets for the general and special revenue funds, and any other funds deemed necessary for management purposes, shall be adopted annually prior to the start of each fiscal year. The city administrator shall present the budgets for adoption by ordinance of the city council. The budgets shall state estimated revenues, expenditures, and changes in fund balances.
- b. Intradepartmental budget revisions shall receive approval of the city administrator.
- c. Interdepartmental budget revisions shall receive approval of the city council in public session.
- d. All departmental budget variances greater than ten percent or \$10,000.00, whichever is smaller, shall be approved by reported to the city council during a regular council meeting. ~~In such cases where an emergency arises and the issue must be resolved prior to the council meeting, the city finance director may poll the city council for a consensus decision.~~
- e. The city finance director shall prepare monthly statements, including budget to actual comparisons of all revenues and expenditures, for distribution to the city administrator, city council, and department heads.
- f. Only noncommitted budget appropriations lapse at year-end. Budget appropriations for the new fiscal year are automatically amended to include these committed purchase orders or contract amounts.

(Code 1979, § 1-7004; Ord. of 8-18-80; Ord. No. CC-93-005, 4-19-93)

State Law reference—Budget adoption, S.C. Code 1976, § 6-1-80.



CITY OF CLEMSON
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AMENDED AND RESTATED MEMORANDUM OF UNDERSTANDING

This Amended and Restated Memorandum of Understanding (“Amended MOU”) is made this ____ day of _____, 2024, and is by and among City of Clemson, South Carolina (“Clemson”), the Town of Pendleton, South Carolina (“Pendleton”), and Anderson County, South Carolina (“Anderson”). Each may hereinafter be referred to as a “Party” or collectively as the “Parties”.

WHEREAS, Pendleton owns a wastewater treatment facility known as the Pendleton/Clemson Regional Wastewater Treatment Plant (the “Plant”); and

WHEREAS, the current permitted treatment capacity of the Plant is 2,000,000 million gallons per day (GPD) (“Current Capacity”), which Current Capacity is, by prior agreement among the Parties, allocated as follows: Clemson -- 1,000,000 GPD of such Current Capacity; Pendleton -- 800,000 GPD of such Current Capacity; and Anderson -- 200,000 MGD of such Current Capacity; and

WHEREAS, the Parties wish to expand the treatment capacity of the Plant (the “Project”) to 5,000,000 GPD (the “Future Capacity”) in order to meet existing and anticipated future wastewater treatment needs of the Parties, including but not limited to expansion of service areas to promote economic growth in and around the location of each Party, providing cost effective sewer service to the Parties’ respective residential customers, and prepare for continued population growth in and around the parties; and

WHEREAS, on or around September 20, 2021 the Parties executed a Memorandum of Understanding (the “Prior MOU”) to (i) express their collective desire to undertake the Project, (ii) agree upon a framework for reaching a collective agreement on the ways in which to operate the Plant in the future pursuant to an intergovernmental agreement among the Parties, and (iii) agree upon allocations of Future Capacity; and

WHEREAS, the Parties wish to amend and restate the Prior MOU as set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants, promises, warranties and other good and valuable consideration set forth herein, the Parties agree as follows:

1. Purpose

The Parties plan to negotiate among themselves an intergovernmental agreement (the “Future Agreement”) that will set forth the rights and obligations of the Parties with respect to the operation of Plant, the implementation of the Project (including but not limited to its design, construction and financing), and the allocation of the Future Capacity.

2. Items of Mutual Understanding

Subject to the reservation of rights set forth below in Section 6, the Parties agree to the following:

- a. The Town of Pendleton will retain the ownership of and deed to the Plant.
- b. The Parties will form a three-person Advisory Board (the "Board"), with one representative from each Party. Each member of the Board will have equal voting privileges, and decisions of the Board will be unanimous or by two-thirds vote of the Board. Notwithstanding the foregoing or anything else in this Amended MOU, should the Parties decide to undertake the Project and to operate the Plant in the future as a Joint Sewer Authority pursuant to S.C. Code Ann. § 6-25-5 et seq. (the "Act"), then the Parties will form a board and conduct its affairs as the Act requires.
- c. The annual open budget process with the Board will incorporate input from all three Parties and a monthly financial statement and monthly operating report will be prepared for distribution to the Board.
- d. The Board will meet monthly or at some other interval that the Board may agree upon, provided that the Board shall meet at least once a year.
- e. Every five years, the Board will discuss possible structural changes to the Board, the ownership of the Plant, and the Parties' sewer service territories.
- f. Changes in capacity leases and/or outside purchasers shall not occur without two-thirds vote of the Board.
- g. Once the Amended MOU is agreed upon by all three Parties, the Future Agreement shall be negotiated and prepared, with a planned for execution date of all Parties (authorized by each Party's governing council) by November 10, 2023.
- h. Allocation of Future Capacity is recommended to be as follows:

(1)	Anderson County	1,500,000 GPD
(2)	Town of Pendleton	1,500,000 GPD
(3)	City of Clemson	2,000,000 GPD
- i. Allocation of cost for the Project, including the pro rata sharing of grants to defray said costs (after deduction of \$600,000 to Pendleton as noted in Section 2(p) below) and debt service for such cost, is recommended to be as follows:

(1)	Anderson County	43.33%
(2)	Town of Pendleton	23.33%
(3)	City of Clemson	33.34%
- j. While the Future Agreement shall supersede and replace all previous agreements among the Parties related to sewer service and the Plant, the Future Agreement

shall not replace or supersede any agreements concerning existing debt service that may exist concerning the Plant.

- k. The Parties will recognize existing service areas (as shown in Exhibit A) and any change to these service areas will be executed outside of the Future Agreement.
- l. The Plant will continue with its current operations contract, except that the contract operator will report to the Board.
- m. If grant funds for the Project are successfully obtained, the first \$600,000 shall be allocated to Pendleton and the remaining portions shall be allocated based on the allocation of cost as described in Section 2(l) above. Any matching funds required by any grant shall be allocated based upon the allocation of cost as described in Section 2(l) above.

3. Confidentiality

Subject to applicable law, the Parties will treat all draft agreements, records of negotiations and others materials prepared in connection with this Amended MOU (including the Future Agreement) in the strictest of confidence, and such items will not be disclosed other than to those officers, representatives, advisors, directors and employees of any Party who need to know for the purpose of evaluating this Amended MOU and who agree to keep such material confidential until the Future Agreement is signed by all Parties and becomes public information.

4. Governing Law

This Amended MOU will be governed by the laws of the State of South Carolina.

5. Representations

Each of the Parties hereby represents that it is a validly created governmental entity and a public body politic and corporate of the State of South Carolina; that it has all necessary powers and authority to undertake and perform its obligations under this Agreement; and that it has taken all necessary action to authorize the execution and delivery of this Agreement and to perform its obligations under this Agreement.

6. Limitation of Liability and Limitations of Amended MOU

The signing of this Amended MOU does not constitute a formal undertaking, and as such it simply intends that the signatories shall strive to reach, to the best of their abilities, the goals and objectives stated in this Amended MOU. No rights or limitation of rights shall arise or be assumed among the Parties as a result of the terms of this Amended MOU. Any Party may decide not to proceed with the Items of Mutual Understanding or other terms contemplated herein for any reason or no reason. A binding commitment with respect to the described herein will result only from execution of subsequent definitive agreements. Notwithstanding the

foregoing, the provisions under the headings Governing Law and Confidentiality are agreed to be fully binding on, and enforceable, against the Parties.

7. Replacement of Prior MOU

This Amended MOU replaces and supersedes the Prior MOU.

8. Counterparts

This Amended MOU may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the Parties have executed this Amended MOU as of the date first above written.

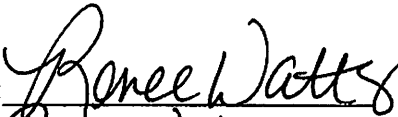
WITNESSES:

ANDERSON COUNTY, SOUTH
CAROLINA



By: 
Name: Rusty Burges
Title: County Administrator



Attest: 
Name: Renee Watts
Title: Clerk to Council





CITY OF CLEMSON, SOUTH
CAROLINA

By: _____
Name: _____
Title: _____

Attest: _____
Name: _____
Title: _____

TOWN OF PENDLETON, SOUTH
CAROLINA

By: _____
Name:
Title:

Attest: _____
Name:
Title:

EXHIBIT A

Existing Service Areas

**CITY OF CLEMSON
AGENDA ITEM REQUEST FORM**

Requested by:

Date Submitted:

Council Meeting Date:

Type of Request: (check only one)

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