

1. Agenda

Documents:

[2025_03_3AGENDA.PDF](#)

2. Meeting Materials

Documents:

[2025_02_17MINUTES.PDF](#)

[2025_03_03MAA.PDF](#)

[2025_03_03FOIA.PDF](#)

[2025_03_03SURPLUS.PDF](#)

[2025_03_03FIRETRUCK.PDF](#)

[2025_03_03MKSK.PDF](#)

[2025_03_03ENGINEERINGMANUAL.PDF](#)

[2025_03_03SHORECREST.PDF](#)



CITY OF Clemson SOUTH CAROLINA

Agenda, Clemson City Council March 3rd, 2025 Council Chamber, Clemson City Hall

6:00 p.m. Public Comment Subcommittee: Council Members Boatwright, Fulmer, and Jones.

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

Invocation and Pledge of Allegiance: Council Member Fulmer

Oath of Office: Sergeant Maritzabel Reyes

Public Session: (3-minute limit per speaker)

Approval of Minutes: February 17th, 2025

Reports/Discussion

- a. Discuss a mutual aid and law enforcement support agreement between the City of North Myrtle Beach and the Clemson Police Department. – Police Chief Jorge Campos
- b. Staff Reports

Policy Action (2-minute limit per speaker)

- a. Consider Second Reading of an amendment to the City's FOIA policy. – City Clerk Jeremiah Jackson

Other Policy Items

- a. Request council's approval to declare the 2012 Sutphen fire truck as surplus with the proceeds being used to offset the cost of the new 2025 Sutphen fire truck. – Finance Director Leslie Wilder
- b. Request for a budget amendment to purchase the 2025 Sutphen fire truck. –Finance Director Leslie Wilder
- c. Authorize the City Engineer to enter into negotiations with MKSK for the re-design of Abernathy Park. – City Engineer Nathan Hinkle
- d. Authorize the City Engineer to enter into negotiations with Weston & Sampson for the development of a city engineering design manual. – City Engineer Nathan Hinkle
- e. Consider allowing the Shorecrest Neighborhood to replace a neighborhood entrance sign on public property. – City Engineer Nathan Hinkle

Mayor-Council reports/comments/new business

Executive Session

- a. Consider Appointments to City Boards and Commissions: Building and Fire Board of Appeals; SC Code Section 30-4-70 (a)(1)
- b. Receipt of legal advice where the legal advice relates to a pending, threatened, or potential claim and/or other matters covered by the attorney-client privilege, and/or settlement of legal claims, or the position of the public agency in other

adversary situations involving the assertion against the agency of a claim (SC Code Section 30-4-70(a)(2)).

- ii. Civil Action #2024CP3900901
- iii. Civil Action #2025CP3900042

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

Adjourn

Regular Council Meeting
February 17th, 2025
Council Chamber – Clemson City Hall

Call to Order: Mayor Robert Halfacre at 6:33 p.m.

Invocation and Pledge of Allegiance: Council Member Sherrill

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

Absent: None

Notification emailed: February 13th, 2025 to the Greenville News, the Journal, the Independent Mail, the Post and Courier, the Pickens Sentinel, the Easley Progress; WSNW Radio, WYFF, WSPA, and Fox Carolina.

Proclamations: Black History Month Honoree Sabrina Greenlee

Public Session: Mayor Pro Tem Boatwright presiding. Rose Buller, 329 Grange Valley Lane, commented about the condition of Chapman Hill Road and guardrails along the bridge. Richard Pruett, 126 Ridgeline Row, also commented about the Chapman Hill bridge issue.

Approval of Minutes: Minutes from February 3rd, 2025 were approved as presented.

Reports/Discussion

Receive the 2024 Police Department Annual Report. – Police Chief Jorge Campos presented the report. He highlighted the fake ID alcohol scanning program that was launched last year. Drug reports are projected to go up with the hiring of a new detective. There were 0 homicides last year. Thefts from vehicles were down significantly. There were 9,791 traffic stops with 4,730 tickets in the last year as well as 58,855 calls for service. Mayor Halfacre thanked Chief Campos and his staff for their hard work.

Discuss possible amendments to Article II Sec 2-44 (c) regarding public comments at meetings. – Mayor Halfacre presented that he had received numerous inquiries about the public comment period. He listed the policies of peer jurisdictions including, Central, Charleston, Columbia, and Easley that were sent out for review. Mayor Halfacre also mentioned the MyCivic online comments. Council Member Smith discussed continuing the MyCivic online comments but having those that are present come to the podium to read them. Council Member Fulmer was in favor of not allowing someone to donate their time or speak on behalf of others. Council Member Smith discussed responding at the end of public session. Council Member Evans liked the opportunity for presiding officer to respond. There was consensus around the current allotment of 3 minutes per person and 30 minutes total for public session. Staff will work on updating the policy for the next meeting.

Schedule a Public Hearing date for a proposed rezoning for an affordable housing project. – Planning and Development Director Nathan Woods requested a public hearing on this matter for 3/17 at 5:30 pm. Nathan gave a list of the basic rezoning process steps: 1. Staff receives an application and fees. 2. Staff posts signs on

the property and places the request on the planning commission agenda. 3. Planning Commission reviews the request and makes a recommendation to City Council. 4. City Council schedules a public hearing and staff publishes an ad in the newspaper, posts hearing notice signs on the property, and mails notices to owners of properties within 200' feet of the property. 5. Following the public hearing, City Council considers rezoning and votes on an ordinance to amend the zoning map. If approved, the zoning map is updated. The time crunch in this particular situation is due to federal funding deadlines in May.

Staff Reports:

City Administrator Andy Blondeau: The PCMA February meeting has been canceled. Statements of Economic Interest are due 3/30.

Policy Action

Consider Second Reading of an amendment to 2024-R-05(Vesting Non-Conformities). – Planning and Development Director Nathan Woods stated there are no changes since the last meeting. Council Member Fulmer made a motion, seconded by Council Member Sherrill, to approve second reading of a text amendment to 2024-R-05 (Vesting Non-Conformities). Vote on this motion was unanimous.

Consider First Reading of an amendment to the City's FOIA policy. – City Clerk Jeremiah Jackson explained the changes of removing the online requirement for law enforcement records, removing the cd/dvd line item since it is no longer used, and removing language regarding public computer access. Council Member Boatwright made a motion, seconded by Council Member Fulmer, to approve first reading of an amendment to the City's FOIA policy. Vote on this motion was unanimous.

Other Policy Action:

Consider a resolution to adopt a capital asset policy for the City of Clemson. – Finance Director Leslie Wilder presented about the resolution. She detailed the process moving from the previous ordinances that were recently passed to this policy. Council Member Smith made a motion, seconded by Council Member Jones, to approve a resolution to adopt a capital asset policy for the City of Clemson. Vote on this motion was unanimous.

Consider awarding a bid for phase 1 of the Clemson Park project to New Terrain Grading for \$377,422.79. – City Engineer Nathan Hinkle discussed this is in preparation for the skate park and phase one of the project. Construction will start immediately, with skate park construction beginning in March. The pump track and Green Crescent Trail will be open during construction. This bid was split to separate the building from the grading work for consistency on the bids. Council Member Boatwright made a motion, seconded by Council Member Fulmer, to award a bid for phase 1 of the Clemson Park project to New Terrain Grading for \$377,422.79. Vote on this motion was unanimous.

Consider approving the installation of traffic calming measures on Ashley Rd. at a cost not to exceed \$2,500.00. – City Engineer Nathan Hinkle stated this is the second request since the new policy has been in place and the first to meet the requirements. The public meeting had over 50 attendees. He proposed 2 areas of speed cushions and repainting the stop bars at the stop signs. If issues continue, the last option would be to create a three way stop at Ashley Road and Shaftsbury Road. Council Member Evans asked about the process. It was explained that residents fill out a form, then the city holds a public meeting asking for input. Council Member Boatwright also asked about the cables on roads around town. These are setup by SCDOT for traffic counts. A majority of residents were in favor of this approach. Council Member Boatwright made a motion, seconded by Council Member Fulmer, to approve the installation of traffic calming measures on Ashley Road at a cost not to exceed \$2,500.00. Vote on this motion was unanimous.

Consider authorizing the Mayor to send a letter of support for House bill (H3292) allowing municipalities to adopt ordinances for night use of golf carts. – Police Chief Jorge Campos explained that this request came from the Police Advisory Board. Several residents have requested to use their golf carts at night, which is currently only allowed on barrier islands. Council Member Boatwright had safety concerns. Council Member Evans was concerned with the implication of the letter of support. Council Member Fulmer made a motion, seconded by Council Member Jones, to authorize the Mayor to send a letter of support for House bill (H3292) allowing municipalities to adopt ordinances for night use of golf carts. Council Members Fulmer, Jones, and Mayor Halfacre in support. Council Members Boatwright, Evans, Sherrill, and Smith in opposition. The motion fails 3 to 4.

Mayor-Council reports/comments/new business

Mayor Halfacre: Thanked Sarah for hard work on Community Connection and highlighted frequently needed items for victims services.

Council Member Smith: The Black History Month Luncheon is 2/27 at Littlejohn Community Center from 11:00 am to 1:30 pm.

Council Member Fulmer: Shout out to the Public Works department, Cody, and Tony for help with the trees that fell in the Lutheran Church parking lot.

Executive Session

Council Member Fulmer made a motion, seconded by Council Member Boatwright, to enter into Executive Session for Receipt of legal advice where the legal advice relates to a pending, threatened, or potential claim and/or other matters covered by the attorney-client privilege, and/or settlement of legal claims, or the position of the public agency in other adversary situations involving the assertion against the agency of a claim (SC Code Section 30-4-70(a)(2)). i. Civil Action #2025CP3900042. Also invited into this executive session was former Council Member John Ducworth.

After discussion, motion was made, duly seconded, and unanimously voted to exit Executive Session and return to open session.

Following this executive session there was nothing to report.

Council Member Jones made a motion, seconded by Council Member Boatwright, to enter into Executive Session for Receipt of legal advice where the legal advice relates to a pending, threatened, or potential claim and/or other matters covered by the attorney-client privilege, and/or settlement of legal claims, or the position of the public agency in other adversary situations involving the assertion against the agency of a claim (SC Code Section 30-4-70(a)(2)). i. Civil Action#2022CP3900034 ii. Civil Action #2024CP390090. Discussion of negotiations incident to proposed contractual arrangements and/or proposed sale or purchase of property (SC Code Section 30-4-70(a)(2))i. Recreational Property. Vote on this motion was unanimous.

After discussion, motion was made, duly seconded, and unanimously voted to exit Executive Session and return to open session.

Following Executive Session, Council Member Boatwright made a motion, seconded by Council Member Jones, to instruct the City Administrator to engage in discussion of negotiations incident to proposed contractual arrangements and proposed sale or purchase of property. Vote on this motion was unanimous.

There being no further business, a motion was made, duly seconded, and unanimously approved to adjourn the meeting at 9:19 p.m.

Respectfully submitted,

Jeremiah Jackson, MBL

Approved

By: _____
G. Robert Halfacre, Mayor



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)

State of South Carolina)
)
County of Horry) **MUTUAL AID AND LAW ENFORCEMENT**
SUPPORT AGREEMENT BETWEEN THE
CITY OF NORTH MYRTLE BEACH AND
THE CLEMSON POLICE DEPARTMENT

WHEREAS, the Law Enforcement and Support Act (the Act), beginning at § 23-20-10 et seq. of the South Carolina Code of Laws, § 23-20-30 provides “Any county, incorporated municipality, or other political subdivision of this State may enter into mutual aid agreements for the proper and prudent exercise of public safety functions. All agreements must adhere to the requirements contained in § 23-20-40”; and

WHEREAS, § 23-20-20(4) of the Act defines a Mutual Aid Agreement as “any agreement entered into on behalf of a law enforcement agency in this State for the purpose of providing the proper and prudent exercise of public safety functions across jurisdictional lines, including, but not limited to, multijurisdictional task forces, criminal investigations, patrol services, crowd control, traffic control and safety, and other emergency service situations. Such agreements must not be permitted for the sole purpose of speed enforcement”; and

WHEREAS § 23-20-20 also defines the following as:

- (1) "Law enforcement agency" means any state, county, municipal, or local law enforcement authority that enters into an agreement for the procurement of law enforcement support services.
- (2) "Law enforcement provider" means any in-state or out-of-state law enforcement authority that provides law enforcement services to a law enforcement agency pursuant to this chapter.
- (3) "Law enforcement services" means any law enforcement assistance or service performed by a certified law enforcement officer; and
- (4) "Mutual aid agreement" means any agreement entered into on behalf of a law enforcement agency in this State for the purpose of providing the proper and prudent exercise of public safety functions across jurisdictional lines, including, but not limited to, multijurisdictional task forces, criminal investigations, patrol services, crowd control, traffic control and safety, and other emergency service situations. Such agreements must not be permitted for the sole purpose of speed enforcement.

WHEREAS § 23-20-40 provides

- (A) All mutual aid agreements for law enforcement services must be in writing and include, but may not be limited to, the following:
- (1) a statement of specific services to be provided;
 - (2) specific language dealing with financial agreements between the parties;
 - (3) specification of the records to be maintained concerning the performance of services to be provided to the agency;
 - (4) language dealing with the duration, modification, and termination of the agreement;
 - (5) specific language dealing with the legal contingencies for any lawsuits or the payment of damages that arise from the provided services;
 - (6) a stipulation as to which law enforcement authority maintains control over the law enforcement provider's personnel;
 - (7) specific arrangements for the use of equipment and facilities; and
 - (8) specific language dealing with the processing of requests for information pursuant to the Freedom of Information Act for public safety functions performed or arising under these agreements.
- (B) Except as provided in subsection (C), a mutual aid agreement entered into on behalf of a law enforcement authority must be approved by the appropriate governing bodies of each concerned county, incorporated municipality, or other political subdivision of this State. Agreements entered into are executed between governing bodies, and, therefore, may last until the agreement is terminated by a participating party of the agreement.
- (C) An elected official whose office was created by the Constitution or by general law of this State is not required to seek approval from the elected official's governing body in order to participate in mutual aid agreements.

NOW THEREFORE, PURSUANT TO THE CODE OF LAWS OF SOUTH CAROLINA, SECTION 23-20-10 ET SEQ, THE NORTH MYRTLE BEACH POLICE DEPARTMENT (NMBPD) AND CLEMSON POLICE THE PARTIES AGREE AS FOLLOWS:

1. TEMPORARY TRANSFER OF OFFICERS, SPECIFIC SERVICES TO BE PROVIDED, MODIFICATION AND TERMINATION OF AGREEMENT:

- (a) CPD shall provide Officers on a temporary basis to provide law enforcement services in the City of North Myrtle Beach, South Carolina during the Memorial Day Bike Event beginning on May 22, 2025 through May 26, 2025. The Agreement shall be effective for the period beginning at 12:00 a.m. on May 23, 2025, and ending at 11:59 p.m. on May 26, 2025. However, the CPD shall not be required to begin providing assistance until May 23, 2025 continuing through May 26, 2025 unless otherwise requested by the City of North Myrtle Beach to

commence providing services prior to May 23, 2025 during the above referenced effective period.

(b) The specific law enforcement services that the CPD shall provide include, but are not limited to, patrol services, crowd control, and traffic control.

(c) This agreement shall terminate, as indicated in paragraph 1(a) on Monday, May 26, 2025 at 11:59 pm. This agreement shall not be modified unless both parties consent, in writing, to a modification. The terms of the modification shall be in writing and shall become a part of the original Agreement.

2. AUTHORITY

(a) The North Myrtle Beach City Council has approved this Agreement and has authorized the CPD to request the temporary transfer of law enforcement officers from the CPD to the extent of available personnel and equipment not required for the adequate protection of the remainder of City of Clemson. The Police Chief or commanding officer of the CPD shall determine the amount of personnel and equipment available for law enforcement aid in North Myrtle Beach. The decision of the Police Chief or the commanding officer of the CPD shall be final.

(b) The City of Clemson authorizes the Chief of the CPD or his designee to render temporary law enforcement aid to the NMBPD to the extent of available personnel and equipment not required for adequate protection of the remainder of the City of Clemson.

(c) Law enforcement officers from the CPD acting under this Agreement shall be commanded by superior authority from within the CPD to maintain the peace or perform duties in the municipality of North Myrtle Beach, South Carolina. While in North Myrtle Beach, officers from the CPD shall be under the direction and authority of a designated person from the CPD. The designated person from the CPD with authority over the officers from the CPD shall in turn be under the direction and authority of Chief of Police for the NMBPD or the Chief's designee. Officers from the CPD transferred to perform law enforcement duties within the City of North Myrtle Beach shall have all powers and authority of a law enforcement officer employed by the City of North Myrtle Beach. The bond for any officer transferred from the CPD shall include coverage for his/her activity in the municipality of North Myrtle Beach in the same manner and to the same extent provided by bonds of officers employed by the NMBPD.

3 COMPENSATION

The NMBPD shall provide a fifty dollar (\$50) per diem to each officer from the CPD transferred to the municipality of North Myrtle Beach pursuant to this Agreement. In addition, the NMBPD shall provide lodging for each officer from the CPD transferred to the municipality of North Myrtle Beach pursuant to this Agreement. The NMBPD shall also reimburse the CPD the rate of salary or the hourly rate of wages for each officer transferred from the CPD. Such reimbursement for each officer shall include any

overtime and any applicable state and federal taxes and SCPORS contributions. CPD shall submit an invoice to the NMBPD within thirty (30) days from May 26, 2025 regarding reimbursement for officers transferred pursuant to this Agreement. Reimbursement shall not include travel expenses.

Other than the compensation to be paid to the CPD as indicated above, the NMBPD shall not be obligated to pay additional remuneration to the CPD however, in the event any extraordinary cost is incurred by the CPD in the rendering of law enforcement services pursuant to this Agreement, the CPD may submit a request for compensation to off-set any extraordinary cost. The NMBPD shall not unreasonably withhold payment to the CPD for any extraordinary costs incurred by the CPD while rendering law enforcement services pursuant to this Agreement.

The temporary transfer of officers from the CPD to the NMBPD pursuant to this Agreement shall in no manner affect or reduce the compensation, pension, or retirement rights of transferred or assigned officers and such officers shall continue to be paid by the City of Clemson where such officers are permanently employed.

4. LIABILITY

(a) To the extent permitted by law, and without waiving sovereign immunity, each agency shall be responsible for any and all claims, demands, suits, actions, damages and causes of action related to or arising out of or in any way connected with its own actions and the actions of its personnel in providing law enforcement services under this agreement.

(b) The NMBPD and the City of North Myrtle Beach shall not be responsible for reimbursing any amounts paid or due as benefits to employees of the CPD or the City of Clemson under the terms of the South Carolina Workers' Compensation Act due to personal injury or death occurring while such employees are engaged in rendering aid under this Agreement. The NMBPD and the City of Clemson shall be responsible for payment of compensation and benefits only to their respective employees.

(c) All individuals retain all compensation, pension, retirement and disability rights while performing duties in accordance with this agreement, and all officers shall continue to be paid by the entity where they are permanently employed as of the dates services are rendered.

(d) This Agreement shall not be construed as, or deemed to be, an agreement for the benefit of any third party or parties. No third party or parties shall have any right of action under this agreement for any cause of action whatsoever.

5. EQUIPMENT AND FACILITIES

The CPD may utilize equipment from its own agency, if approved of by the Chief of Police for the NMBPD or his designee, in carrying out law enforcement services pursuant to this Agreement.

6. RECORDS

In the event that it is necessary for any officer with the CPD to issue a uniform traffic ticket, prepare an incident report, traffic accident report, and/or prepare any document(s) necessary for the issuance of an arrest warrant, the originals of the above stated documents shall remain with and be maintained by the NMBPD. In the event it is necessary for an officer with the CPD to return to the City of North Myrtle Beach to aid in the prosecution of any traffic citation issued or arrest warrant obtained by, or with the assistance of, any officer from the CPD while he/she was performing law enforcement services pursuant to this Agreement, such officer shall reasonably cooperate with the NMBPD to return to North Myrtle Beach for the purpose of providing testimony if the matter is to be disposed of via bench trial or jury trial. The NMBPD shall pay for the officer's mileage at the prevailing IRS mileage rate.

7. PROCESSING REQUESTS FOR INFORMATION PURSUANT TO THE SOUTH CAROLINA FREEDOM OF INFORMATION ACT

Any requests for information submitted to the City of North Myrtle Beach and/or the North Myrtle Beach Police Department pursuant to the South Carolina Freedom of Information Act (FOIA) regarding public safety functions performed or arising under these agreements shall be processed by the City of North Myrtle Beach. Any requests for information submitted to CLEMSON POLICE DEPARTMENT pursuant to the South Carolina Freedom of Information Act (FOIA) regarding public safety functions performed or arising under these agreements shall be processed by CLEMSON POLICE DEPARTMENT.

Ryan Fabbri, Interim City Manager
City of North Myrtle Beach

JORGE CAMPOS, CHIEF
CLEMSON POLICE DEPARTMENT

Date: _____

Date: _____



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)

FOIA POLICY



FREEDOM OF INFORMATION ACT POLICY AND FEE SCHEDULE

SOUTH CAROLINA LAW PROVIDES THAT IT IS A CRIME TO KNOWINGLY OBTAIN OR USE PERSONAL INFORMATION FROM A PUBLIC BODY FOR CERTAIN COMMERCIAL PURPOSES.

The City of Clemson, South Carolina (“City”) adopts this Policy and Fee Schedule in compliance with the South Carolina Freedom of Information Act, codified in South Carolina Code Annotated section 30-4-10, *et seq.* (collectively, “FOIA”).

FOIA requests should be directed to: FOIA Response Manager at FOIA@cityofclemson.org.

Mailing Address:

City of Clemson

Attn: FOIA Response Manager

1250 Tiger Blvd, Suite 1

Clemson, SC 29631

Following receipt of a written request for public records (**other than law enforcement related records**) under FOIA, the City will determine if any potentially responsive public records are in the custody of the City. The City will notify, in writing, the requestor of the City’s determination: (a) for records less than two years old, no more than ten business days following the date of the City’s receipt of the request; and (b) for records more than two years old, no more than 20 business days following the date of the City’s receipt of the request. A business day excludes Saturdays, Sundays, and all legal public holidays, whether federal, state, or local.

If the City determines that the requested public records are in the custody of the City and available and are not exempt from disclosure, then the City will provide the public records to the requestor (a) for records less than two years old, no more than thirty calendar days following the date of the City’s written determination; and (b) for records more than two years old, no more than thirty-five calendar days following the date of the City’s written determination.

Upon receipt of costs and fees as outlined in this Policy and Fee Schedule, the City will provide access to or copies of public records in the City’s custody unless the records are exempt from disclosure (a) under FOIA, or (b) according to other applicable state law or federal law. Based on the City’s determination of the sensitivity of the public record requested (*for example*, whether the public record contains information of a sensitive personal nature, business income-related information, information related to potential or pending litigation, or attorney-client or work-product materials), the City will withhold an entire public record unless a portion of the public record may be sufficiently redacted to protect the sensitive information, in which case the City will redact the public record prior to release. In the absence of specific direction from City Council to the contrary, the City staff shall take precautions to ensure no exempt material is inadvertently disclosed.

For any request to ~~inspect~~, copy, or receive an electronic transmission of public records, the City shall set reasonable limitations on the time, place, and manner of access to public records; ~~which may include, for example, access during designated hours/days, a “reading room,” a logon requirement for a FOIA dedicated computer system.~~

Except as may otherwise be required by FOIA or other applicable state law or federal law, the City is required neither to create a public record (in any form) where either the public record or the requested form of the public record does not already exist nor to answer questions regarding public records, except to the extent necessary to provide the requestor with information regarding the City's FOIA policy and process and the production or transmittal of public records.

The City will provide each public record in a form that is convenient and practical for use by the requestor, to the extent, and only to such extent, as it is equally convenient for the City to provide the public records in the requested form. Once the City provides a public record to a requestor, a copy of the request and responsive public record(s) shall be published to a website maintained by the City for such purpose.

The following public records are available on the City's website, and, are therefore not subject to public inspection and copying at City Hall:

- (1) minutes of the meetings of the City for the prior six months;
- (2) all reports identified in South Carolina Code Annotated section 30-4-50(A)(8), for no less than 14 days; and
- (3) all documents produced by the City or its agent that were distributed to or reviewed by a member of City Council during a public meeting, not including any portion of a meeting held in executive session, for the preceding six-month period.

Upon written request and payment of any applicable costs and fees, the City shall copy and transmit such public records to a requestor.

The City adopts the Fee Schedule, which is attached to this Policy. To the best of the City's calculation, the costs and fees contained in the Fee Schedule do not exceed (a) the actual cost of the search, retrieval, and redaction (which may include the use of one or more attorneys to review such records at the attorney's standard hourly rates) of records, (b) the prorated hourly salary of the lowest paid employee who, in the reasonable discretion of the custodian of the records, has the necessary skill and training to perform the request, and (c) for copying, shall not exceed the prevailing commercial rate for the production of such copies. Further, the City shall not charge for copying public records that are stored by the City and provided to a requestor in electronic form. However, for public records that are not stored by the City in electronic format and the City agrees to provide such public records in electronic format, the City shall charge the appropriate staff time and a related technology fee for converting such public records to electronic form and providing a means of transferring the public records electronically.

A DEPOSIT IS REQUIRED prior to searching for and/or copying records pursuant to a request, if the search and/or retrieval time is anticipated to be greater than 30 minutes and/or the number of pages to be produced is anticipated to be greater than 10 pages. The deposit is equal to 25% of the reasonably anticipated cost and fees for reproduction of the public records. If a deposit is required, then the public records will be furnished (a) for records less than two years old, no more than thirty calendar days following the City's receipt of the applicable deposit; and (b) for records more than two years old, no more than thirty-five calendar days following the City's receipt of the applicable deposit. No public records shall be provided to the requestor prior to the balance being paid-in-full at time of production or transmittal.

Any deadline contemplated under FOIA may be extended by written, mutual agreement (which shall not be unreasonably withheld) of the City and the requestor.

Fee Schedule

The City's costs and fees shall be uniformly applied to each requestor.

If the search/retrieval time is less than half an hour and/or the total number of documents responsive to the request is 10 pages or less, no costs or fees will be charged.

The City shall not otherwise waive or discount the costs or fees associated with any request.

	Minutes/Hours	X Rate	= Cost
Search/Retrieval Time		\$*	
Copies	Number of Pages	Unit Price	
Black-white paper records/Standard reports 8.5x11		\$0.25/page	
Color paper records/Standard reports 8.5x11		\$0.50/page	
Standard maps/Plots up to 11x17 black-white		\$0.50/each	
Standard maps/Plots up to 11x17 color		\$1.00/each	
Standard maps/Plots larger than 11x 17		\$5.00/each	
Microfiche/Microfilm copies (black-white)		\$0.25/each	
CD/DVD		\$1.00/each	
Flash Drive		\$12.00/each	
TOTAL COST			

*Based on the prorated hourly salary of the lowest paid employee who, in the reasonable discretion of the custodian of the records, has the necessary skill and training to perform the request. This may also include the use of one or more attorneys to review such records at the attorney's standard hourly rates.



CITY OF Clemson SOUTH CAROLINA

South Carolina law provides that it is a crime to knowingly obtain or use personal information from a public body for commercial solicitation.

FOIA Records Request

Please Print

Name _____ Date Requested _____

Address _____ Daytime Phone _____

City/State/Zip _____ Cellular Phone _____

Agency, Firm, or Organization _____

Address (if different) _____ Daytime Phone _____

City/State/Zip _____ Cellular Phone _____

Requested Delivery:

Mail _____ Pick Up _____ Email _____ Email Address _____

Information Requested (attach additional description, if required):



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
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

Request for Budget Adjustment

FROM: Finance Department

Date: 2/25/2025

TO: Finance Department

I. REASON FOR BUDGET ADJUSTMENT:

Amend the budget for the payment of the new Sutphen fire truck that was ordered in FY 2023. The council approved the purchase agreement at the March 6, 2023 council meeting. The funding will be provided through reserves that have been restricted for the fire truck, impact fees, and the sale of the old fire truck. The restricted fund balance is in the Hospitality Fee Fund.

II. FINANCIAL INFORMATION:

[illegible]

III. APPROVALS:

Mayor

City Administrator

Date _____



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)

2024 Abernathy Park Redevelopment Evaluation Matrix

	Proposal Followed Format Requested in RFQ	Statement of Organization & Personnel Qualification	Relevant prior project experience	Relevant prior permitting experience	Understanding and Approach	Projected Contract proposal price estimate	Total
Weight	1	3	5	5	5	1	
Eastern Engineering of SC	25	54	40	35	60	20	234
GMC	25	64.5	102.5	107.5	87.5	17.5	404.5
MKSK (group)	25	63*	95	92.5	107.5	15	423
Seamon Whiteside	25	72	115	107.5	110	25	454.5
Weston & Sampson	25	74*	122.5	115	107.5	22.5	491

 indicates consultants invited for an interview

* indicates consultants with a female team/project lead (+25 points)

2024 Abernathy Park Redevelopment Interview Evaluation Matrix						
	Communication Skills	Project Experience and problem solving	Public Participation means/method	Vision for the park (no design just thoughts)	Challenges for the park and potential solutions	Avg. (Total)
Weight	1	5	5	5	5	
MKSK (group)	4.33	24.17	20.83	23.33	24.17	96.83
Seamon Whiteside	5.00	23.33	20.83	22.08	22.50	93.75
Weston & Sampson	3.00	20.83	20.00	20.00	22.92	86.75
	indicates consultants selected to enter into negotiations					



CITY OF CLEMSON
AGENDA ITEM REQUEST FORM

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CITY OF CLEMSON
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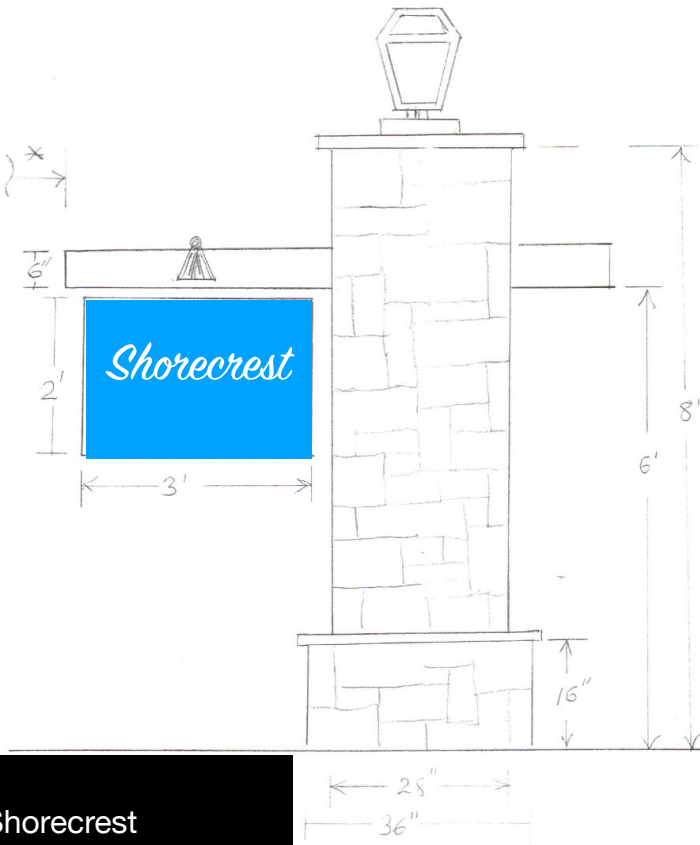
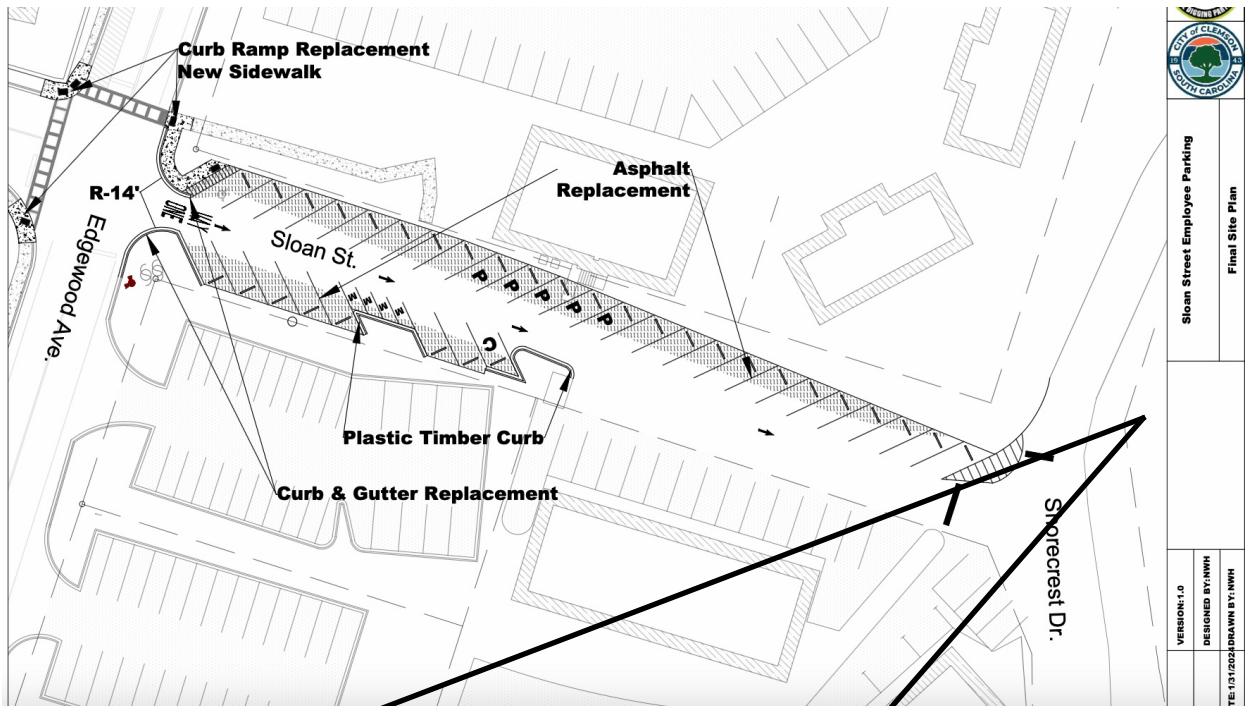
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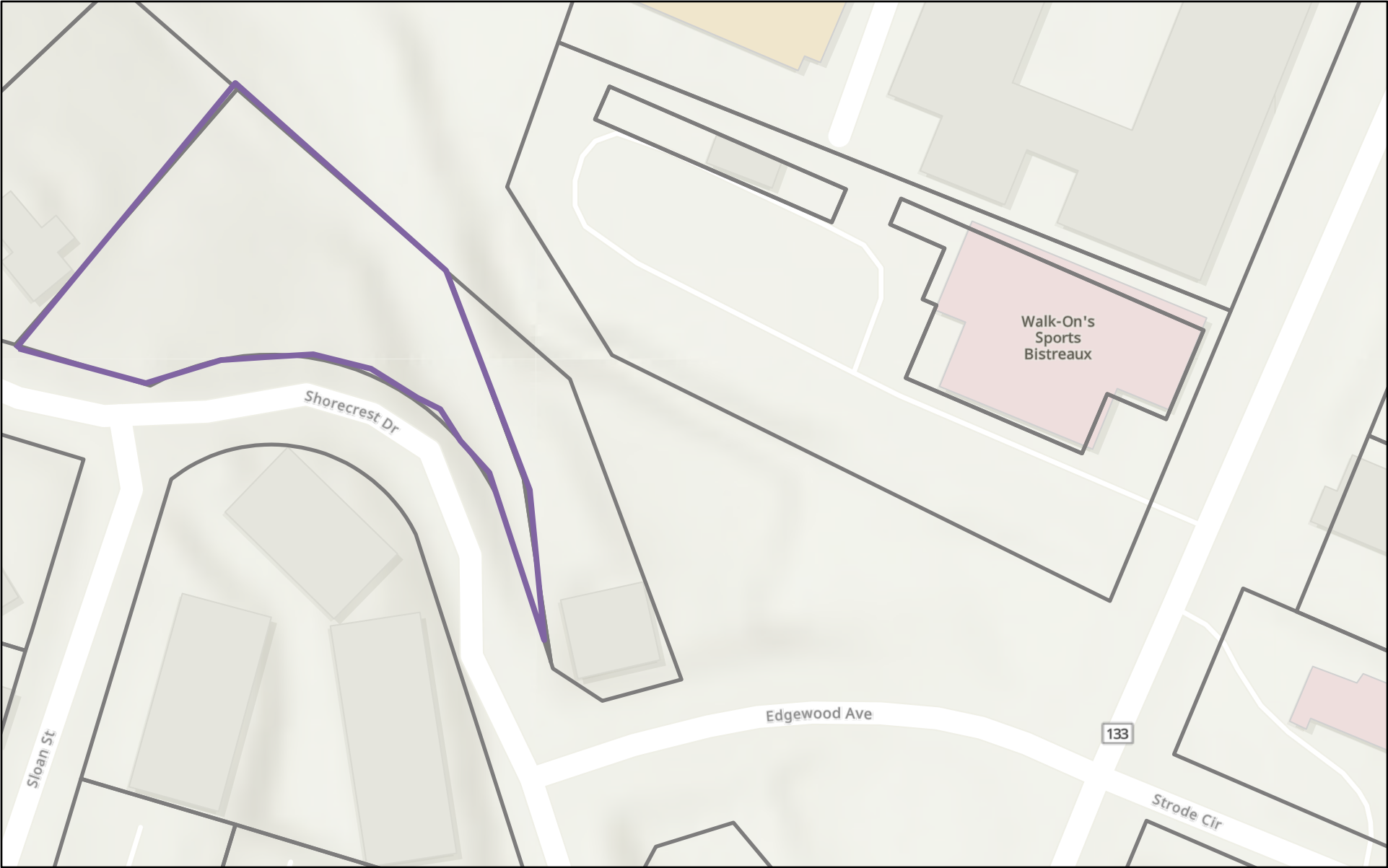
Shorecrest Sign Proposal



Shorecrest
Entrance Sign
Side Elevation

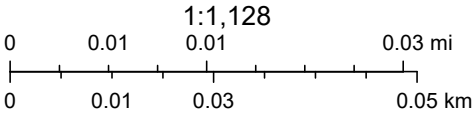
17 feet from Center Line of Shorecrest Drive

Location of City Property



2/26/2025, 12:32:37 PM

 Pickens Parcels



Sources: Esri, Airbus DS, USGS, NGA, NASA, CGIAR, N Robinson, NCEAS, NLS, OS, NMA, Geodatastyrelsen, Rijkswaterstaat, GSA, Geoland, FEMA,

City of Clemson

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