

1. Remote Participation And Viewing

Public Comments can be made in two ways:

1. In person during the appropriate point(s) of the meeting
2. [VIA THE MYCIVIC APP](#) up to 2pm the day of the meeting.

Public Meetings are livestreamed and recordings are archived on the [CITY OF CLEMSON YOUTUBE PAGE](#).

2. Agenda

Documents:

[2025_07_07AGENDA.PDF](#)

3. Meeting Materials

Documents:

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CITY OF Clemson SOUTH CAROLINA

Agenda, Clemson City Council July 7th, 2025 Council Chamber, Clemson City Hall

6:30 PM Call to Order: Regular Council Meeting

Invocation and Pledge of Allegiance: Council Member Evans

Oath of Office: Police Officers

Public Session: (3-minute limit per speaker)

Approval of Minutes: June 16th, 2025

Reports/Discussion

- a. Receive updates for all active City projects. – City Engineer Nathan Hinkle
- b. Discuss creating a naming rights policy. – Council Member Sherrill
- c. Staff Reports

Policy Action (2-minute limit per speaker)

- a. Consider 2nd reading of a Notice of Application for a State-Issued Certificate of Franchise Authority by Spectrum Southeast, LLC. – City Administrator Andy Blondeau
- b. Consider 2nd reading of an amendment to Chapter 2 Section 44 (c) (Public Comment Ordinance) to address the promotion of business like activities. – Council Member Jones

Other Policy Items

- a. Consider authorizing the City Administrator to enter into a multi-year contract for downtown sidewalk pressure washing with Home Bright Power Washing LLC. – Procurement Director Brandon Burton
- b. Consider awarding a change order for the HWY 93 water project in the amount of \$59,380.00 to Gar-Con Inc. – City Engineer Nathan Hinkle
- c. Consider a contractual agreement between City of Seneca and the City of Clemson for CATbus transportation services in FY 2026. – Transit Administrator Brian Fisher
- d. Consider renewing a mutual aid agreement with the Clemson University Police Department. – Police Chief Jorge Campos

Executive Session

Consider an appointment to the Sustainability Committee; SC Code Section 30-4-70 (a)(1)

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

Mayor-Council reports/comments/new business

Adjourn

Regular Council Meeting
June 16th, 2025
Council Chamber – Clemson City Hall

5:00 p.m. Public Hearing: PUD-000391-2025 Proposed Planned Development (Varsity 3)

Call to Order: Mayor Robert Halfacre at 5:35 p.m.

Invocation and Pledge of Allegiance: Council Member Smith

Members present: Mayor Halfacre presiding, Council Members Evans, Fulmer, Jones, Scott, and Smith. Council Member Sherrill arrived at 5:55 pm.

Absent: None

Notification emailed: June 12th, 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.

Public Session: Mayor Pro Tem Scott presiding. MyCivic comment from Robert Howell, 121 Poole Lane, regarding the proposed PD at 398 College Avenue. MyCivic comment from Susan Pass, 213 Wyatt Avenue, in opposition to the proposed PD at 398 College Avenue. Alan Grubbe, 116 Riggs Drive, regarding the proposed PD at 398 College Avenue. Stephanie Platt, 103 Mountain View Lane, regarding questions from last council meeting, sidewalks, and Flag Day. Eva Henry, 234 Riggs Drive, in opposition to the proposed PD at 398 College Avenue. Martha Centro, 109 East Brookwood Drive, regarding AT&T construction work. Allie Sloan, 300 Princess Grace Avenue, introduced herself as the new Executive Director of the Community Foundation of Greater Clemson.

Approval of Minutes: Minutes from the Regular Council Meeting June 9th, 2025 were approved as presented.

Reports/Discussion

Staff Reports: City Administrator Andy Blondeau: City offices will be closed 6/19 and 7/4 for the Juneteenth and Independence Day Holidays. CAAAM Director interviews will be the next two weeks with a total of 4 candidates. The next On the Avenue event is 6/17.

Deputy City Administrator Alli Gantte: The City was awarded a \$10,000 Duke Energy Foundation Hero Grant for a new towable wood chipper for use during storm response.

Policy Action

Consider 2nd reading of an ordinance to adopt the FY 2026 operating budget. – Finance Director Leslie Wilder presented the budget with no changes since last reading. Council Member Fulmer made a motion, seconded by Council Member Scott, to approve the 2nd reading of an ordinance to adopt the FY 2026 operating budget. Vote on this motion was unanimous.

Consider 1st reading of a Notice of Application for a State-Issued Certificate of Franchise Authority by Spectrum Southeast, LLC. – City Administrator Andy Blondeau presented no changes since the previous

meeting. Council Member Fulmer asked about the number of other providers and requested staff provide a list. Council Member Fulmer made a motion, seconded by Council Member Smith, to approve the 1st reading of a Notice of Application for a State-Issued Certificate of Franchise Authority by Spectrum Southeast, LLC. Vote on this motion was unanimous.

Consider 1st reading of an amendment to Chapter 2 Section 44 (c) (Public Comment Ordinance) to address the promotion of business like activities. – Council Member Jones presented this is the same as discussed at the last meeting. Council Member Scott made a motion, seconded by Council Member Fulmer, to approve the 1st reading of an amendment to Chapter 2 Section 44 (c) (Public Comment Ordinance) to address the promotion of business like activities. Vote on this motion was unanimous.

Consider a resolution outlining the eligibility requirements, duties, and selection process for creating the honorary position of Poet Laureate. – Public Information Officer Bree Sanders was out of town and was unable to present. Council Member Fulmer asked about the selection process, and it will be handled like the existing boards and commissions process. Council Member Evans suggested amending the language to add “Clemson resident preferred” to the criteria. Council Member Scott made a motion, seconded by Council Member Fulmer, to approve a resolution outlining the eligibility requirements, duties, and selection process for creating the honorary position of Poet Laureate adding an amendment to include having a City of Clemson resident preferred to the criteria. Vote on this motion was unanimous.

Other Policy Action

Consider an amendment to the Ethics and Code of Conduct Statement for Elected and Appointed Officials. – Council Member Jones noted the change from the previous draft to allow discussions during meetings as an exception to the statement has been made. Council Member Scott made a motion, seconded by Council Member Jones, to approve an amendment to the Ethics and Code of Conduct Statement for Elected and Appointed Officials. Vote on this motion was unanimous.

Consider authorizing the City Administrator to enter into a contract for the Riggs Drive Sidewalk Project with Dillard Construction Group. – City Engineer Nathan Hinkle presented that 3 bids were received and Dillard Construction Group was the low bid. The recommendation is to award both the base bid and bid alternate for a total award of \$443,818.47 in addition to a 10% construction contingency. If approved the projected completion would be this fall. Council Member Smith made a motion, seconded by Council Member Fulmer, to authorize the City Administrator to enter into a contract for the Riggs Drive Sidewalk Project with Dillard Construction Group. Vote on this motion was unanimous.

Consider a contractual agreement between Clemson University and the City of Clemson for CATbus transportation services in FY 2026. – Deputy City Administrator Alli Gantte presented. Council Member Scott made a motion, seconded by Council Member Fulmer, to approve a contractual agreement between Clemson University and the City of Clemson for CATbus transportation services in FY 2026. Vote on this motion was unanimous.

Consider a contractual agreement between the Town of Central and the City of Clemson for CATbus transportation services in FY 2026. – Deputy City Administrator Alli Gantte presented the only change was a reduction in hours from previous years at Central's request. Council Member Scott made a motion, seconded by Council Member Fulmer, to approve a contractual agreement between the Town of Central and the City of Clemson for CATbus transportation services in FY 2026. Vote on this motion was unanimous.

Consider a contractual agreement between the Town of Pendleton and the City of Clemson for CATbus transportation services in FY 2026. – Deputy City Administrator Alli Gantte presented. Council Member Scott made a motion, seconded by Council Member Fulmer, to approve a contractual agreement between the Town of Pendleton and the City of Clemson for CATbus transportation services in FY 2026. Vote on this motion was unanimous.

Consider a contractual agreement between Highpointe and the City of Clemson for CATbus transportation services in FY 2026. – Deputy City Administrator Alli Gantte presented. Council Member Scott made a motion, seconded by Council Member Evans, to approve a contractual agreement between Highpointe and the City of Clemson for CATbus transportation services in FY 2026. Vote on this motion was unanimous.

Consider a contractual agreement between the Pier (Core SVA) and the City of Clemson for CATbus transportation services in FY 2026. – Deputy City Administrator Alli Gantte presented. Council Member Smith made a motion, seconded by Council Member Scott, to approve a contractual agreement between the Pier (Core SVA) and the City of Clemson for CATbus transportation services in FY 2026. Vote on this motion was unanimous.

Consider a contractual agreement between the Central Clemson Recreation Center and the City of Clemson for CATbus transportation services in FY 2026. – Deputy City Administrator Alli Gantte presented. Council Member Scott made a motion, seconded by Council Member Evans, to approve a contractual agreement between the Central Clemson Recreation Center and the City of Clemson for CATbus transportation services in FY 2026. Vote on this motion was unanimous.

Consider a contractual agreement between Camp Clemson and the City of Clemson for CATbus transportation services in FY 2026. – Deputy City Administrator Alli Gantte presented. Council Member Scott

made a motion, seconded by Council Member Fulmer, to approve a contractual agreement between Camp Clemson and the City of Clemson for CATbus transportation services in FY 2026. Vote on this motion was unanimous.

Mayor-Council reports/comments/new business

Mayor Halfacre: The Clemson Community Care impact report was recently released. The Community Connection is out with thanks to Sarah for her work on it. There was great turnout for the recent On the Ave event, and thanks to everyone involved with it.

Council Member Fulmer: Asked about Abel Sidewalk Improvements which should be completed in the next 8 weeks. He will be absent on the 7/7 meeting due to being out of town.

Council Member Sherrill: Discussed creating a naming process for facilities within the city.

Council Member Smith: The Red Hill Reunion will be 7/5 at Dawson Park with free food and a live band.

There being no further business, a motion was made, duly seconded, and unanimously approved to adjourn the meeting at 6:37 p.m.

Respectfully submitted,

Approved

Jeremiah Jackson, MBL

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)



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 Naming Rights and Recognition Policy

PURPOSE

The City of Clemson finds that it is in the best interest of the community to develop a formalized process for requests to name or rename City facilities, property, or amenities as described under the definitions section and to consider requests to recognize community leaders, businesses, or organizations, past, present, and future. The purpose of this policy is to provide a formal process that offers a consistent approach to consideration of naming or renaming of city facilities, property, or amenities within the city limits. The City Administrator will make recommendations based on this policy and its guidelines. He/she will assign to a supporting city staff review committee to review applications and provide recommendations to him/her for consideration to the City Council. Naming or renaming city facilities, property, or amenities is a permanent identity and careful consideration needs to be exercised. The City's Policy acts as a guide for the city to accommodate requests for naming or renaming city facilities, property, or amenities within the City.

POLICY

It is the policy of the City to reserve the naming or renaming of city facilities, property, or amenities for circumstances that will best serve the interests of the City as well as ensure our identity while providing an enduring legacy for our community. The City also understands the need to recognize community leaders, businesses, or organizations, past, present, and future that will honor those who have dedicated their time, effort, and energy to the Clemson community. The City reserves the right to affix a designated value to exclusive naming rights to its facilities, property, or amenities. The City of Clemson supports consideration of naming, renaming or inclusion within the described categories:

Major Gifts-The City has benefited from the generosity of some of its residents, businesses, corporations, endowments, legacy donations, and foundations with significant monetary, land or amenity donations. On occasion, the significance of these large donations may warrant consideration of acknowledgment by naming. The City reserves the right to affix a designated value to exclusive naming rights to its facilities, property, or amenities.

Outstanding individuals-The City has benefited from contributions and service made by outstanding individuals. This category is designed to acknowledge sustained contributions and or service to the City. The significance of these contributions and service may warrant consideration of requests from the donor to acknowledge such a gift by naming. The City reserves the right to affix a designated value to exclusive naming rights to its facilities, property, or amenities.

Historic Events, Person, and Places-In order to preserve community heritage, the history of a major event, place or person may play a vital role in the naming or renaming of city facilities, property, or amenities as communities wish to preserve and honor the history of a neighborhood, the city, its founders, local landmarks, geographical locations, etc. These historical events, locations or persons may warrant consideration of requests to acknowledge naming. The City reserves the right to affix a designated value to exclusive naming rights to its facilities, property, or amenities.

DEFINITIONS

For the purpose of this policy the following definitions apply:

City- whenever the word city is used it shall be construed as if the words of “Clemson, South Carolina” followed them pursuant to S.C. Code 1976, § 15-1-20; and include any territory, jurisdiction of which for the exercise of its regulatory power has been conferred on the city by public or private law pursuant to S.C. Code 1976 § 15-1-320

Facility - a building owned by the City of Clemson exclusively.

Property - land owned by the City of Clemson exclusively.

Assets-a resource of economic value that the City of Clemson owns or controls exclusively.

Amenities-a desirable or useful feature of a facility, building or place exclusively owned by the City of Clemson. For example, a park bench in a park or a conference room in a building.

Major gifts/Donations -Business organization or other entities that donate significant goods, property, funds, or other monetary means to the City to improve quality of life for residents with or without an expectation of return.

Naming - The name agreed upon by the City of Clemson at its sole discretion via a resolution to a given facility.

RESPONSIBILITY

In considering proposals for the naming or renaming of city facilities, property, or amenities the following outlines the responsibility of coordinating, reviewing, and approving requests. The following will apply:

- City Administrator or designee shall oversee or assign the Naming Rights and Recognition policy procedures and coordinate the review of proposals and requests consistent with this policy
- Naming Rights Committee as assigned by the City Administrator, shall oversee the proposals and requests for naming and renaming of city facilities, property, and amenities. The Committee will coordinate the review of proposals and requests and then process them based upon this policy and guidelines
- Naming Rights Committee shall have the authority to review and make recommendations on the proposals
- Upon review and consideration by the Naming Rights Committee, recommendations shall be advanced to the City Administrator. The City Administrator will then assign a committee member of his/her choosing to present to the Clemson City Council for consideration and approval of all requests
- **City Council shall have final approval by a majority vote regarding naming, renaming, or removal requests or proposals for city facilities, property, or amenities.**

PROCEDURE

General Principles

In considering proposals for the naming, renaming or name removal of city facilities, property, or amenities, the following general principles will be considered either collectively or individually. When naming or renaming, the proposed name will:

- Engender a strong positive image
- Be appropriate regarding the city facilities, property, or amenity's location and history
- Have a historical, cultural, or social significance for future generations and demonstrates continued importance to the city
- Have symbolic value that transcends ordinary meaning or use as well as enhances the character and identity of the city facilities, property, or amenities.
- Have public support
- Not result in undue commercialization of the city facilities, property, or amenities if it accompanies a corporate gift
- Ensure that facilities, property, or amenities requested are easily identified and located within City limits
- Assure the quality of the title/name so that it will serve the purpose of the city for the life of the asset or designated timeframe

Renaming City Facilities, Property, or Amenities

Requests and proposals to rename or remove existing named city facilities, property, or amenities whether for a major gift or community request are not encouraged. Likewise, names that are widely accepted by the community will not be easily abandoned unless there are compelling reasons such as naming inconsistencies or strong public sentiment from the broader community for doing so. Historical names will be preserved whenever possible.

Naming for Major Gifts/Donations

From time to time, a significant gift or donation may be made to the City of Clemson that will add considerable value to the city's facilities, property, or amenities. On such occasions, recognition of this donation by naming or renaming city facilities, property, or amenities in honor of or at the request of the donor may be considered. The City reserves the right to affix a designated value to exclusive naming rights to its facilities, property, or amenities. As a guideline, the threshold for considering the naming or renaming of city amenities will include one or more of the following:

- Land for the majority of the project (building, facility, park, trail, etc.) deeded to the City of Clemson
- Contribution of a majority of the capital construction costs associated with its development or by the designated value assigned by the City for the exclusive naming rights
- Provision of endowment for the continued maintenance and or programming of the City amenity will be agreed upon
- Must be deceased minimum of three years
- Must qualify based on Naming Rights Criteria and Scoring as outlined in Exhibit A

Donors seeking naming rights for major donations with respect to an individual will follow the principles that apply to naming or renaming city facilities, property, or amenities for an outstanding person. Exceptions to this will be considered by their own merits. The City of Clemson exclusively reserves the right to rename any city facilities, property, or amenities for whom it is named and is found to be disreputable or subsequently acts in a disreputable way.

Naming or renaming city facilities, property, or amenities for Outstanding Individuals

The City reserves the right to affix a designated value to exclusive naming rights to its facilities, property, or amenities. Naming or renaming city facilities, property, or amenities for an outstanding individual is only for those who are deceased and where the person's significance, reputation and community standing have been widely accepted into the history of the City of Clemson. They must have performed distinctive community service, had well documented community support and exhibited outstanding achievement. In consideration of naming or renaming city facilities, property, or amenities after a deceased person, priority will be given to those who made significant, lasting, and impactful contributions to the City of Clemson.

- Must be deceased minimum of three years
- Must qualify based on Naming Rights Criteria and Scoring as outlined in Exhibit A

Naming or renaming for Historic Events, People, and Places

When city facilities, property, or amenities are associated with or located near events, people, and places of historical, cultural, or social significance; considerations will be given to naming or renaming city facilities, property, or amenities after such events, people, and places that have historical relevance to the City of Clemson, the State of South Carolina, or the Nation. In consideration of these proposals, the relationship of the event, person, and place to the city facilities, property or amenities must be demonstrated through research and documentation that validates its historical, cultural, or social significance.

PROCEDURE AND GUIDELINES

These procedures and guidelines have been established to ensure that the naming or renaming of city facilities, property, or amenities is facilitated in a consistent manner. Requests for naming or renaming of city facilities, property, or amenities shall be made in writing to the City Clerk's Office and accompany supporting documentation and city application contained herein. Requests should contain the following information:

- The proposed name (individual facility, property, or amenities under consideration)
- Written documentation with reasoning for the proposed name
- Map showing location
- For proposals of renaming, justification for changing established name
- Community support verification (must be able to verify and identify support within the community, signatures must be residents of Clemson)
- For proposals to name or rename for an outstanding person, include documentation of the person's significance, community standing, and reputation in the City, State or Nation (newspaper clippings, articles, awards, etc.)
- For proposals to name or rename historical events, persons, or places, include research and historical documentation that validates its historical, cultural, or social significance, the relationship of the event, person, and place to the facilities, property, or amenities

Assessing and approving requests

Upon receipt, review, and consideration of a naming or renaming request to the City Clerk's Office, each proposal will be considered by the Naming Rights Committee as assigned by the City Administrator following these guidelines:

- Review the proposed request for its adherence to the City's adopted policies and procedures
- Ensure the requests meets all criteria as outlined herein
- Ensure the supporting documentation has been authenticated
- Naming Rights Committee will then present recommendations to the City Administrator of approvals, rejections, or alternatives
- City Administrator will provide Council with supporting documentation on requests and submittals so that Council can approve and adopt a final decision by majority vote

Communicating naming or renaming decisions

The City Clerk's office will be responsible for communicating decisions made by Council to those requesting naming or renaming rights within ninety days after a contract has been drawn, approved by the City Administrator, and fully executed by the City Attorney. In cases of donations or gifts of cash or properties, naming rights will not be in effect until receipt of funds or property has been deeded and recorded to the City with all fees associated with purchases paid in full.

Restrictions

On occasion the city may need to reject a request. The City will not accept donations from or grant naming rights opportunities to individuals or entities that engage in the following activities or under the following circumstances:

- The potential sponsor seeks to secure a contract, permit or lease
- The potential sponsor seeks to impose conditions that are inconsistent with the City of Clemson's mission, values, policies, and or planning documents
- Any individual, corporation or business that is not in good financial standing with the City or owes any outstanding taxes, fees, or services that are in arrears to the City
- Manufacturing, advertising, and/or selling illegal products or services
- Manufacturing, advertising, and/or selling tobacco or cannabis product
- Engaged in any aspect of the adult entertainment industry
- Convicted of a felony or any offense involving acts of moral turpitude
- In litigation with the City of Clemson, South Carolina
- Wherein participation would constitute a conflict of interest under federal or state law
- Any situation wherein participation will in the opinion of the City of Clemson raise the appearance of impropriety

Appeals

Any person, group, or donor whose proposal to name or rename city facilities, property, or amenities within the City of Clemson that is denied their request may appeal to Council by petition through the office of the City Administrator.

Removal

The City of Clemson reserves the right to, at its sole discretion, remove the naming if at any time it becomes inconsistent with the mission, values, and policies of the City of Clemson.

Exhibit A

City of Clemson Naming Rights Scoring

Screening and First Level Review for Naming Rights and Recognition Process

The City Clerk will conduct an initial screening to conduct the first level of review for any nomination application being submitted for the naming and recognition nomination process.

Second Level Review, Scoring and Recommendation

In addition to the first level review by the City Clerk, the naming rights committee will review all nominations periodically. The naming rights committee will specifically serve as scorers of each nomination. The naming rights committee will set particular dates throughout the year for the committee to score submitted nominations and make necessary recommendations to the City Administrator.

Scoring

The naming rights committee will score applications on a scale of 0-3 points with zero points scored for not applicable, one point scored for a basic response, two points scored for a good response and three points scored for a strong response for each scoring criterion.

Each of the scoring criteria is broken into three scoring categories:

- Not Applicable = 0 point
- Basic response = 1 point
- Good response = 2 points
- Strong response = 3 points

There are a total of ten criteria categories for a total of 30 points possible for the nomination for individuals.

The scoring criteria consist of the following for nominations for an individual person:

- Justification
- Narrative
- Nominee Attributes
- Significant Contribution - Service or Time
- Significant Historical Impact
- Leadership Impact
- Financial Contribution - Amount & Purpose
- State or National Recognition

- Signatures Advocating for Nominee
- Meaningful Recommendation Letters

There are a total of five criteria categories for a total of 15 points for the nomination of a business, entity, or organization.

The scoring criteria consist of the following for the nomination of a business, entity, or organization:

- Domiciled in City
- Length of Time Serving City
- Financial Contribution to City and Narrative
- Meaningful Recommendation Letters

If the nomination is not sufficient with the information being provided or is incomplete, the naming rights and recognition review committee will score the criteria based on the amount of information that is provided and will utilize the lowest scoring category for that particular criterion.

The naming rights committee members may issue a comment or concern as it relates to any application and the information needed to complete the scoring of the application. A "comment" is a reviewer's feedback noting a problem with an applicant's response to one or more of the published participant protection elements. If significant comments are made or the application does not meet the necessary score to be recommended for approval, the naming rights committee will reject the nomination and notify the person who has submitted the application. The person will have the opportunity to submit another nomination with completed or more detailed information.

The four scoring categories are defined for each criterion in the naming rights and recognition process scoring rubric.

Once all applications are reviewed and scored by each member of the grant review and scoring committee, a priority score for each application will be assigned as the mean of the committee members' total scores.

Nomination Review Principles

The City of Clemson naming rights committee represents a collection of senior leadership that are noted for their expertise along with their knowledge, skills, and professional experience and upholds certain principles to make sure that each nomination receives a thorough and fair review.

The naming rights committee holds in place strict conflict-of-interest (COI) standards including neutrality and impartiality, equality of arms as regards to access of information, utilization of public information, and will protect private information such as the people who make the nominations.

The naming rights committee maintains confidentiality for the nomination process including the scoring of each nomination until a nominee is presented for recommendation of approval.

The naming rights committee evaluates and scores each application according to the criteria for evaluation.

The naming rights committee considers each nomination on its own merit and do not compare it with other nomination.

The naming rights committee considers only what is specifically written in the nomination and provided through supporting documentation.

The naming rights committee utilizes a nomination scoring sheet to compile all applicant scores for each nomination.

Recommendation Process

One final scoring and recommendation sheet for each nomination will be presented to the City Administrator as consideration for recommendation for qualifying nominations. For those nominations that are recognized for naming rights, the City Administrator will review the recommendations made by naming rights committee and will have them presented to City Council for approval. Nomination recommendations made to City Council will be presented once a quarter for approval.

Any recommendation for approval will be made based solely on the submittal of a completed nomination application that scores a 70% or higher. The scoring percentage is taken from the 30 total points possible for an individual nomination and 15 points possible for a business, entity, or organization.

Nomination Approval

If a nomination for the naming rights is approved by City Council the City Clerk will be responsible for communicating decisions and will notify any person making a nomination of its approval or denial.



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, SOUTH CAROLINA

ORDINANCE #CC-2025-08

CONSENTING TO THE APPLICATION FOR CERTIFICATE OF FRANCHISE AUTHORITY FOR SPECTRUM SOUTHEAST, LLC, TO PROVIDE CABLE SERVICES IN THE CITY OF CLEMSON; SETTING FRANCHISE FEE RATE APPLICABLE TO SUCH SERVICES; AND PROVIDING FOR OTHER RELATED MATTERS.

WHEREAS, as set forth in South Carolina Code Annotated section 58-12-5, *et seq.*, the South Carolina General Assembly has imposed a system of a State-Issued Certificate of Franchise Authority (“COFA”), under which a cable or video service provider may designate by application to the Secretary of State a municipality in which the provider wishes to operate;

WHEREAS, Article 8, section 15 of the Constitution of the State of South Carolina provides, among other things, that no law shall be passed by the General Assembly granting the right to a utility to construct and operate lines and facilities in a public street or on public property “without first obtaining the consent of the governing body of the municipality in control of the streets or public places proposed to be occupied for any such or like purpose;”

WHEREAS, therefore, upon receiving notice from the Secretary of State that a provider has applied to designate a municipality for service, a municipality is required to advise the Secretary of State whether it consents to the COFA or denies consent, and, if consent is granted, the municipality must advise of the applicable franchise fee rate, according to South Carolina Code Annotated section 58-12-310(D);

WHEREAS, South Carolina Code Annotated section 5-7-260(4) requires that municipal councils act by ordinance in granting, renewing, or extending a franchise;

WHEREAS, the Code of Ordinances, City of Clemson, South Carolina, section 12-122 and section 12-71 require that City Council’s actions consenting to a franchise and setting a fee for a franchise be enacted by ordinance;

WHEREAS, Spectrum Southeast, LLC, a wholly subsidiary of Charter Communications, Inc. (sometimes referred to, and used in this Ordinance, as “Spectrum”), has applied to the South Carolina Secretary of State for a COFA under which Spectrum would be permitted to operate in the City of Clemson;

WHEREAS, a copy of the materials provided by the South Carolina Secretary of State related to Spectrum’s application is attached to, and incorporated in, this Ordinance as Exhibit A,

WHEREAS, based solely on the information provided in Exhibit A, City Council has determined that it appears to be in the best interests of the community to grant consent to the franchise and the application for a COFA for Spectrum; and,

NOW, THEREFORE, BE IT ORDAINED by the Mayor and City Council of the City of Clemson, South Carolina, in Council meeting, duly assembled and with a quorum present:

1. Consent to the COFA filed by Spectrum, is hereby granted.
2. The maximum franchise fee rate allowed by controlling law (currently 5%) shall apply to the Spectrum’s operations in the City. The City reserves all rights to impose on Spectrum all *ad valorem* taxes, service fees, sales tax, and any other taxes, fees, fines, rates, and/or charges of whatever nature lawfully imposed or which may be imposed on other businesses in the City.
3. All rights of the City under Article 8, section 15 of the Constitution of the State of South Carolina, under State law (including, but not limited to, the South Carolina Competitive Cable Services Act), and under any other applicable state and/or federal law are specifically reserved.

4. Each ordinance, resolution, order, policy, or similar directive, or any part of the same, in conflict with this Ordinance is, to the extent of that conflict, repealed.

5. This Ordinance is effective immediately following its second reading by the City Council.

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

IT IS SO ORDAINED this the ____ day of _____, 2025.

ATTEST:

Jeremiah Jackson, City Clerk

G. Robert Halfacre, Mayor

First reading: June _____, 2025

Second reading: July _____, 2025

EXHIBIT A

SECRETARY OF STATE MATERIALS

State of South Carolina
Office of the Secretary of State
The Honorable Mark Hammond

1205 PENDLETON STREET, SUITE 525
COLUMBIA, SC 29201

803-734-2170
sos.sc.gov



May 6, 2025

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

RE: Amend a State-Issued Certificate

Dear Mr. Blondeau:

Enclosed please find a Notice of Application for a State-Issued Certificate of Franchise Authority and Request for Information. This Notice is in regards to an Application for a State-Issued Certificate of Franchise Authority filed with this office by Spectrum Southeast, LLC, a copy of which is attached.

S.C. Code Ann., Section 58-12-310(C) requires that, within five days of receipt of an application or amended application, the Secretary of State must notify each affected municipality and county of its receipt of the application and request certain information. Section 58-12-310(D) provides that the county or municipality must respond to the request issued by the Secretary of State within sixty-five (65) days of the date of such request. Please return the Notice, completed, dated and signed, to the address on the filing instructions.

If you have any questions, please contact me at (803) 734-0367.

With kindest regards,

Allyson Green

/amg

Enclosures

STATE OF SOUTH CAROLINA
SECRETARY OF STATE



NOTICE OF APPLICATION FOR STATE-ISSUED CERTIFICATE
OF FRANCHISE AUTHORITY AND REQUEST FOR INFORMATION

Pursuant to S.C. Code Section 58-12-310(C), the Secretary of State hereby notifies you that:
On May 5, 2025, Spectrum Southeast, LLC filed an application with this Office for a state-issued certificate of franchise authority or an application to amend a certificate of franchise authority to provide cable or video service in your area. Attached is a copy of the application including a description of the area(s) to be served.

You must complete and return this form to the Office of the Secretary of State within sixty-five (65) days from the date of this request. This form must be received by the Secretary of State's Office no later than July 10, 2025.

1. What is the franchise fee rate imposed on the incumbent cable or video service provider, if any, as of the date of the application or amended application?

2. How many public, educational, and governmental (PEG) access channels does your municipality or county have activated under the incumbent cable or video provider's franchise agreement on the date of the application or amended application?

3. Does your municipality or county consent to the state-issued certificate of franchise authority sought in the application or amended application?

☐ Yes.

☐ No.

If your municipality or county does not consent to the authority sought, you must provide an explanation of the reasons for the denial of the requested consent.

Date _____

Signature of Chief Executive of City or County

Type or Print Name

Address

Telephone Number

FILING INSTRUCTIONS

1. This completed form must be returned to the Secretary of State within sixty-five (65) calendar days of the date of the request.
2. If the space in this form is insufficient, please attach additional sheets containing a reference to the appropriate paragraph in this form.
3. Return to: Secretary of State
Attn: Cable Franchise Division
1205 Pendleton Street, Suite 525
Columbia, SC 29201

SPECIAL NOTES

PURSUANT TO STATE LAW, A PERSON OR ENTITY SEEKING TO PROVIDE CABLE OR VIDEO SERVICE MUST HAVE A CERTIFICATE OF FRANCHISE AUTHORITY, EITHER AN EXISTING CERTIFICATE ISSUED BY A LOCAL GOVERNMENT UNDER PRIOR LAW, OR UPON EXPIRATION OF THAT CERTIFICATE ISSUED BY A LOCAL GOVERNMENT, A STATE-ISSUED CERTIFICATE OF FRANCHISE AUTHORITY ISSUED BY THE SECRETARY OF STATE UNDER S.C. CODE OF LAWS §58-12-310(B).

PURSUANT TO S.C. CODE §58-12-310(B)(3), A HOLDER OF A STATE-ISSUED CERTIFICATE OF FRANCHISE AUTHORITY MUST BEGIN TO DEPLOY SERVICE IN EACH OF THE MUNICIPALITIES AND IN EACH OF THE UNINCORPORATED AREAS OF COUNTIES DESCRIBED IN THE APPLICATION WITHIN ONE YEAR FROM THE DATE OF ISSUANCE OR THE CERTIFICATE BECOMES NULL AND VOID.

PURSUANT TO S.C. CODE §58-12-310(K), THE HOLDER OF A STATE-ISSUED CERTIFICATE OF FRANCHISE AUTHORITY MUST GIVE WRITTEN NOTIFICATION TO A MUNICIPALITY OR COUNTY OF THE DATE IT WILL ACTUALLY BEGIN PROVIDING SERVICE IN ANY PART OF SUCH MUNICIPALITY OR COUNTY.

**STATE OF SOUTH CAROLINA
SECRETARY OF STATE**



RECEIVED

MAY 05 2025

SC SECRETARY
OF STATE

**APPLICATION TO AMEND A STATE-ISSUED
CERTIFICATE OF FRANCHISE AUTHORITY**

Pursuant to state law, a person or entity seeking to provide cable or video service must have a certificate of franchise authority, either an existing certificate issued by a local government under prior law, or upon expiration of that certificate issued by a local government, a state-issued certificate of franchise authority issued by the Secretary of State under S.C. Code of Laws §58-12-310(B).

TYPE OR PRINT CLEARLY WITH BLACK INK

Pursuant to S.C. Code Section 58-12-310(B), the undersigned hereby applies for authorization to amend its state-issued certificate of franchise authority to provide cable or video service.

1. The name of the applicant is Spectrum Southeast, LLC

2. The applicant is providing ☒ Cable Service OR ☐ Video Service

3. The street address of the applicant is 12405 Powerscourt Drive
Street Address
St. Louis St. Louis MO 63131
City County State Zip Code

The mailing address of the applicant is Spectrum Southeast, LLC; Attn: Megan Diedolf
3477 Platt Springs Road, West Columbia, SC 29170

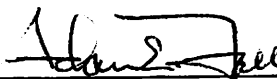
3. Date Certificate of Franchise Authority issued by S.C. Secretary of State 1/16/2019

4. The additional municipalities and unincorporated areas of counties that are proposed to be served by the applicant are to be described in the accompanying Affidavit in Support of State-Issued Certificate of Franchise Authority. For each of the additional municipalities and unincorporated areas of counties so described, provide the name, address and telephone number for the person to whom the Notice of Application to Amend a State-Issued Certificate of Franchise Authority should be provided.

Municipality/Area	Name & Title	Address	Telephone Number
<u>See Attached</u>			

6. This application is accompanied by an affidavit signed by an officer or general partner of the applicant as required by S.C. Code Section 58-12-310(B).

Date 05/01/2025



Officer/General Partner's Signature

Adam Falk

Type or Print Name

601 Massachusetts Ave NW, Suite 400W

Address
Washington, DC 20001

202-621-1910

Telephone Number

AFFIDAVIT IN SUPPORT OF APPLICATION TO AMEND
STATE-ISSUED CERTIFICATE OF FRANCHISE AUTHORITY

PERSONALLY appeared before me the undersigned who being duly sworn according to law,
deposes and says on oath:

My name is Adam Falk and my title/position is
SVP, State Government Affairs of Charter Communications, Inc.. This affidavit is
based upon my personal knowledge of the facts contained in the Application to Amend the State-Issued
Certificate of Franchise Authority and this affidavit. I certify and affirm that all such facts are true and
correct. I affirm that the applicant agrees to comply with all applicable federal and state laws and
regulations.

In this application the applicant seeks to provide cable or video services in the following additional
areas:

Town of Ehrhardt, Town of Johnston, Town of Central, Town of Jackson,
City of Liberty, Town of Norris, Town of Saluda, City of Clemson

(Written description of the additional municipalities and unincorporated areas of the counties to be served in whole or in part.
A map or other graphic representation may supplement, but not substitute for, the written description.)

Dated this 1st day of May, 2025.

SWORN to and subscribed before me, this
1st day of May, 2025

Notary Public for
My Commission Expires: 10/31/2026

Terri Lee Weldon
Notary Public, District of Columbia
My Commission Expires October 31, 2026

Adam Falk
Officer/General Partner's Signature

Adam Falk
Type or Print Name

601 Massachusetts Ave NW, Suite 400W

Address
Washington, DC 20001

202-621-1910
Telephone Number



Municipality	County	Name and Title	Address
Town of Ehrhardt	Bamberg	Teresa Ayer Smith (Clerk) Kathie Stromart (Administrator)	PO Box 185 Ehrhardt, SC 29081
Town of Johnston	Edgefield	Angel Melton (Town Clerk)	500 Mims Ave Johnston, SC 29382
Town of Central	Pickens	Phillip Mishoe (Town Administrator)	PO Box 549 Central, SC 29630
Town of Jackson	Aiken	EmmaLee Salvo (Clerk)	PO Box 369 Jackson, SC 29831
City of Liberty	Pickens	Bailee Locke	PO Box 716 Liberty, SC 29657
Town of Norris	Pickens	Ann Clardy (Clerk/Treasurer)	PO Box 320 Norris, SC 29667
Town of Saluda	Saluda	C. Nicole Maffett	100 S Jefferson St. Saluda, SC 29138
City of Clemson	Pickens	Andy Blondeau	1250 Tiger Blvd. Suite 1, Clemson, SC 29631

FILING INSTRUCTIONS

1. Two copies of this form, the original and either a duplicate original or conformed copy, must be filed.
2. If the space in this form is insufficient, please attach additional sheets containing a reference to the appropriate paragraph in this form.
3. Filing Fee (payable to the Secretary of State at the time of filing this document) - \$110.00

Return to: South Carolina Secretary of State
ATTN: Cable Franchise Division
1205 Pendleton Street, Suite 525
Columbia, SC 29201

SPECIAL NOTES

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PURSUANT TO S.C. CODE §58-12-310(B)(3), A HOLDER OF A STATE-ISSUED CERTIFICATE OF FRANCHISE AUTHORITY MUST BEGIN TO DEPLOY SERVICE IN EACH OF THE MUNICIPALITIES AND IN EACH OF THE UNINCORPORATED AREAS OF COUNTIES DESCRIBED IN THE APPLICATION WITHIN ONE YEAR FROM THE DATE OF ISSUANCE OR THE CERTIFICATE BECOMES NULL AND VOID.

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S.C. CODE §58-12-360 PROVIDES THAT THE S.C. DEPARTMENT OF CONSUMER AFFAIRS MUST RECEIVE COMPLAINTS FROM CUSTOMERS OF COMPANIES WHICH HOLD A STATE-ISSUED CERTIFICATE OF FRANCHISE AUTHORITY IN ACCORDANCE WITH S.C. CODE §37-6-117. CONTACT INFORMATION FOR THE DEPARTMENT OF CONSUMER AFFAIRS MUST BE PRINTED ON THE CUSTOMER'S BILL.



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)

c. The Mayor Pro Tempore shall be the presiding officer for the public comment period. The presiding officer may address comments at the end of each comment. Responses to public comments that are provided after the meeting may be publicly posted. All persons wishing to be heard during the public comment period shall sign in with the City Clerk beginning 30 minutes prior to the meeting stating their full name, address, subject matter and purpose for speaking. Once all speakers on the list have been recognized, and if time allows, those who were not added to the list of speakers may be recognized. Thirty minutes shall be allotted for the entire public comment period. Each speaker shall be limited to three minutes, unless the City Council authorizes one extension of three minutes. If the public comment period expires before all persons who have signed up are recognized, those names will be carried over to the public comment period at the next meeting of the City Council: provided, however, the Presiding Officer may decide to extend the public comment period in their discretion. If the topic is on the agenda, the public comment shall be allowed during the discussion of that agenda item. Comments made on items appearing on the agenda will be limited to two minutes, unless the City Council authorizes one extension of two minutes. All comments should be directed to Council as a body and should be limited to issues the City Council has jurisdiction over. Speakers are asked to be mindful of repeating points that have already been addressed to make sure everyone has an opportunity to speak. MyCivic comments must be submitted by 2pm the day of the meeting and are reserved for those that are not present at the meeting. Speakers may not speak on behalf of others. **Speakers shall not use the public comment period to promote or advertise awards, businesses, services, goods, candidates for public office or events that are not free and open to the public.** Recognized speakers may not donate, transfer, yield, or give all or any portion of their speaking time to others.



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)



June 4, 2025

City of Clemson
1250 Tiger Blvd. Suite 5
Clemson, SC 29631
Attn: Nathan Hinkle

Change Order #3

Reference: Hwy 93 Water Main - Change Order for 2" on Folger

DESCRIPTION	QTY.	UNIT	UNIT PRICE	PRICE
2" HDPE	560	LF @	\$ 33.00	\$ 18,480.00
LS SERVICE	9	EA @	\$ 1,800.00	\$ 16,200.00
STRETCH BOX	9	EA @	\$ 950.00	\$ 8,550.00
BLOWOFF	2	EA @	\$ 3,600.00	\$ 7,200.00
2" TIE IN	1	EA @	\$ 4,300.00	\$ 4,300.00
2" TEE	1	EA @	\$ 900.00	\$ 900.00
2" GV	2	EA @	\$ 1,000.00	\$ 2,000.00
R&R ASP	50	LF @	\$ 35.00	\$ 1,750.00
TOTAL				\$ 59,380.00

Notes:

Rock excavation \$300.00 Per CY	Meter, Setters, Boxes, Septic Tanks and Field by others
Erosion control by others	Permits and Fees by others
Concrete & Asphalt Patching by others	Grease Trap by others
Demo by Others	Traffic Control by others

***Due to market volatility & global supply chain issues, material prices are good for the above date only.
Actual material pricing is determined by the manufacturer when materials are shipped.**

Thank you for allowing Gar-Con, Inc. to quote this project for you.

If you have any questions feel free to contact me at (864) 878-6346.

To approve project please sign and date at the bottom of each page and email to garconinc6346@bellsouth.net

Luke Raxter

President



P.O. Box 413, Pickens, SC 29671

Phone: (864) 878-6346

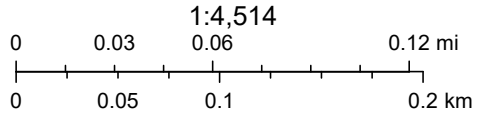
Email: GarConInc6346@bellsouth.net

Print Name: _____ Signature: _____ Date: _____

Folger St. Change Order



6/24/2025, 3:57:28 PM



Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, © OpenStreetMap contributors, and the GIS User Community, Sources: Esri, Maxar, Airbus DS,

City of Clemson

This product is for informational purposes and may not have been prepared for, or be suitable for legal, engineering, or surveying purposes. Users of this information should review or consult the primary data and information sources to ascertain the usability of the



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)

**CONTINUATION AGREEMENT FOR TRANSIT SERVICES
BETWEEN THE CITY OF SENECA AND
THE CITY OF CLEMSON/CLEMSON AREA TRANSIT**

WHEREAS, the City of Seneca (hereinafter "Seneca") issued a Request for Proposal for public transit services on May 18, 2019 ("2019 RFP"); and

WHEREAS, the City of Clemson/Clemson Area Transit (hereinafter "Clemson") submitted a proposal in response to said 2019 RFP on June 6, 2019; and -

WHEREAS, Clemson was the low bidder in response to Seneca's 2019 RFP and, therefore, was awarded the contract to provide transit services for Seneca. Said contract was entered into on July 17, 2019 ("2019 Contract"); and

WHEREAS, the 2019 Contract contained within it an option to renew and extend the contract for up to four additional one-year terms before Seneca was required to once again bid out the services pursuant to South Carolina Department of Transportation regulations; and

WHEREAS, the fourth and final permitted contract renewal, was entered into by and between Seneca and Clemson on May 4, 2023, ("2023 Renewal") with the term of the contract concluding on June 30, 2024; and

WHEREAS, upon the approaching expiration of the permitted five-year term, Seneca issued a new Request for Proposal for public transit services on January 22, 2024 ("2024 RFP"); and

WHEREAS, Clemson submitted a new bid proposal in response to said 2024 RFP on February 20, 2024; and

WHEREAS, Clemson was the low bidder in response to the 2024 RFP and has been awarded the contract; and

WHEREAS, Seneca and Clemson desire to continue operating under the terms and conditions of the existing contract, subject to the modifications delineated herein.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and in the 2023 Renewal, and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

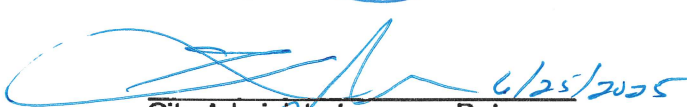
- I. Beginning on July 1, 2025, Clemson will continue to provide transit services for Seneca pursuant to the terms of the 2024 Renewal and the following amendments thereto as stated herein.
2. The term of this Continuation Agreement will be for one (1) month, beginning on July 1, 2025, and will automatically renew on the *first* day of each following month up to eleven (11) times, unless terminated pursuant to paragraph three (3) hereinbelow.

3. Either party may terminate this Continuation Agreement by delivering thirty (30) days' written notice of termination to the other party.
4. The fees for Clemson's services under this Continuation Agreement shall be ninety dollars and thirty-six cents (\$90.36) per service hour of normal operations, Special Event services, and Paratransit services, in accordance with Clemson's proposal in response to Seneca's 2024 RFP.
5. The Route Service Calendar for fiscal year 2025-2026 as reflected in Exhibit A hereto is hereby adopted.
6. All other terms and conditions not specifically added, amended, or altered herein shall remain in full force and effect during the term of this Continuation Agreement and any automatic renewals resulting therefrom.
7. This Continuation Agreement, read in conjunction with the 2024 Renewal, shall constitute the entire agreement between Seneca and Clemson and shall supersede any prior agreements or contracts between the parties with respect to the subject matter hereof.

APPROVED AND ACCEPTED BY:

CITY OF SENECA

 6.30.2025
Planning Director Date

 6/25/2025
City Administrator Date


Mayor Date

CITY OF CLEMSON

Transit Administrator Date

City Administrator Date

Mayor Date

2025-2026 Seneca Route Service Calendar

Jul-25

Sun	Mon	Tues	Wed	Thu	Fri	Sat
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

Full Service	22
Holiday Service	1
Total Days	31

Aug-25

Sun	Mon	Tues	Wed	Thu	Fri	Sat
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

Full Service	22
Holiday Service	0
Total Days	31

Sep-25

Sun	Mon	Tues	Wed	Thu	Fri	Sat
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

Full Service	20
Holiday Service	1
Total Days	30

Oct-25

Sun	Mon	Tues	Wed	Thu	Fri	Sat
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

Full Service	22
Holiday Service	1
Total Days	31

Nov-25

Sun	Mon	Tues	Wed	Thu	Fri	Sat
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

Full Service	18
Holiday Service	3
Total Days	30

Dec-25

Sun	Mon	Tues	Wed	Thu	Fri	Sat
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

Full Service	20
Holiday Service	2
Total Days	31

Jan-26

Sun	Mon	Tues	Wed	Thu	Fri	Sat
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

Full Service	21
Holiday Service	2
Total Days	31

Feb-26

Sun	Mon	Tues	Wed	Thu	Fri	Sat
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28

Full Service	20
Holiday Service	0
Total Days	28

Mar-26

Sun	Mon	Tues	Wed	Thu	Fri	Sat
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

Full Service	21
Holiday Service	0
Total Days	31

Apr-26

Sun	Mon	Tues	Wed	Thu	Fri	Sat
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

Full Service	22
Holiday Service	0
Total Days	30

May-26

Sun	Mon	Tues	Wed	Thu	Fri	Sat
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

Full Service	21
Holiday Service	1
Total Days	31

Jun-26

Sun	Mon	Tues	Wed	Thu	Fri	Sat
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

Full Service	20
Holiday Service	1
Total Days	30

FY 2024-2025 Seneca Route Transit Summary

Route Name	Days of Wk	# of Days	Route Begin Time	Route End Time	Shift Hours	Chargeable Hrs/Bus	# of Buses	Total Days	Total Service Hrs.
Business	Mon. - Fri.	5	5:55 AM	5:55 PM	12	12	1	249	2988
Express	Mon. - Fri.	5	5:45 AM	6:25 PM	13	13	1	249	3237
Residential	Mon. - Fri.	5	6:20 AM	6:20 PM	12	12	1	249	2988



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

MUTUAL AID AGREEMENT

CITY OF CLEMSON_____

THIS AGREEMENT made and entered into this 1st day of July 2025 by and between the Clemson City Police Department and the Clemson University Police Department, Clemson, South Carolina.

WITNESSETH:

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

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

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

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

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

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

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

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

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

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

(1) Specific Services Provided & Procedure.

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

a. Authority Upon Transfer:

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

b. Bases for Requests for Assistance:

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

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

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

c. Procedure for Requesting Mutual Aid:

i. Initiating Request for Assistance:

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

ii. Reply to Request for Assistance:

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

iii. Officer in Charge:

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

iv. Release:

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

v. **Radio Communication:**

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

vi. **Primary Responsibility:**

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

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

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

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

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

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

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

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

c. Employment Status:

Nothing herein shall be construed or interpreted to imply that the law enforcement officers temporarily transferred in accordance with this agreement shall be employees of the Requesting Party. All law enforcement officers temporarily transferred in accordance with this Agreement shall exclusively remain the employees of the Responding Party.

(3) Records to be Maintained.

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

a. By Requesting Party:

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

b. By Responding Party:

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

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

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

a. Duration:

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

b. Modification:

The terms and conditions of this Agreement, as set forth herein, shall constitute the entirety of the terms and conditions agreed upon between the Parties regarding the

subject matter hereof. No modification, amendment, or change of this Agreement shall occur absent the express written consent of the Parties hereto. The Parties cannot waive this requirement orally or through the course of dealing.

c. Termination:

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

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

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

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

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

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

b. Insurance:

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

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

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

law enforcement officers of the Responding Party shall exert their best efforts to cooperate with and aid the Requesting Party.

(7) Use of Equipment and Facilities.

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

(8) Freedom of Information Act Requests.

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

a. Good Faith and Reasonable Assessment:

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

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

b. Non-Recipient Review and Written Determination:

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

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

c. Need for Expedient Action:

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

(9) Narcotics Investigators.

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

[SIGNATURES ON FOLLOWING PAGES]

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

WITNESS By: _____ _____ Date	CLEMSON POLICE DEPARTMENT By: _____ _____, Chief of Police _____ Date
WITNESS By: _____ _____ Date	CITY OF _____ By: _____ _____ Date

WITNESS By: _____ _____ Date	CLEMSON UNIVERSITY POLICE DEPARTMENT By: _____ Christopher M. Harrington, Interim Chief of Police _____ Date
WITNESS By: _____ _____ Date	CLEMSON UNIVERSITY By: _____ Richard D. Petillo, Senior Vice President VP Finance & Operations _____ Date

