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.

   Disclaimer: The City of Clemson will continue to provide multiple ways to view and participate in our public meetings. Note that technology is not perfect and on rare occasions could fail before, during, or after a meeting. If this happens you should be able to watch the local recorded meeting on YouTube at a later date or review the minutes of the meeting when they are available.

2. Agenda

   Documents:

   2025_11_18AGENDA.PDF

3. Meeting Materials

   Documents:

   2025_11_03MINUTES.PDF
   2025_11_18SCHEDULE.PDF
   2025_11_18IPRB.PDF
   2025_11_18IPRBR.PDF
   2025_11_18SS4A.PDF
   2025_11_18NAMING.PDF
   2025_11_18PARKING.PDF

CITY OF
Clemson
SOUTH CAROLINA

Agenda, Clemson City Council
November 18th, 2025
Council Chamber, Clemson City Hall

6:30 p.m. Call to Order: Regular Council Meeting
Invocation and Pledge of Allegiance: Council Member Smith
Proclamation: Teen Miss Clemson 2025 Lydia Bartlett
Public Session: (3-minute limit per speaker)
Approval of Minutes: November 3rd, 2025
Reports/Discussion (2-minute limit per speaker)

- **a.** Discuss the 2026 Council Meeting schedule – City Clerk Jeremiah Jackson
- **b.** Staff Reports

Policy Action (2-minute limit per speaker)
Ordinances

- **a.** Consider 2nd reading of an Installment Purchase Revenue Bond Ordinance. – City Administrator Andy Blondeau

Resolutions

- **a.** Consider a resolution regarding an Installment Purchase Revenue Bond. – City Administrator Andy Blondeau
- **b.** Consider a resolution committing the City of Clemson to the goal of zero traffic fatalities and serious injuries by the year 2040. This commitment is required by the FHWA SS4A grant and aligns with the "Vision Zero" initiative. – City Engineer Nathan Hinkle

Other Policy Items

- **a.** Consider a naming rights policy. – Council Member Sherrill
- **b.** Consider awarding contract for the 2025 Comprehensive Parking Study to Walker Consultants in the amount of $74,895.00. – Parking Services Manager Rebekah Wilbanks

Mayor-Council reports/comments/new business
Adjourn

Regular Council Meeting
November 3rd, 2025
Council Chamber-Clemson City Hall

Call to Order: Mayor Robert Halfacre at 6:02 p.m.

Invocation and Pledge of Allegiance: Mayor Halfacre

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

Absent: Council Member Scott

Notification emailed: October 30, 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 Halfacre presiding. No comments.

Approval of Minutes: Minutes from the Regular Council Meeting October 20, 2025 were approved as presented.

Reports/Discussion

Discuss a resolution committing the City of Clemson to the goal of zero traffic fatalities and serious injuries by the year 2040. This commitment is required by the FHWA SS4A grant and aligns with the "Vision Zero" initiative. City Engineer Nathan Hinkle noted this is required for the Federal Highway Administration (FHWA) Safe Streets for All (SS4A) grant. This will also be signed by one of the Provosts from Clemson University.

Discuss a naming rights policy. – Council Member Sherrill explained the history of the policy. This allows the City Administrator to approve amounts less than $1,000 for benches, small trees etc. Council Member Evans requested removal of the signatures from Clemson resident section.

Staff Reports

City Administrator Andy Blondeau: The next Council Meeting is on Tuesday 11/18 due to the PCMA Banquet on Monday 11/17.

Policy Action

Ordinances

Consider 1st reading of an Installment Purchase Revenue Bond Ordinance. – City Administrator Andy Blondeau explained that it has been adjusted to two projects: the new Arts Center and Abernathy Park Improvements. The bond amount is $14.5 million separated equally into $7.25 million each for both projects. These funds will be administered by a not-for-profit corporation board that is currently being finalized. Council Member Fulmer made a motion, seconded by Council Member Evans, to approve 1st reading of an Installment Purchase Revenue Bond Ordinance. Vote on this motion was unanimous.

Other Policy Items

Consider approval of the 2026 Health, Dental, and Vision Self-Insurance Renewal. – Human Resources Director Tracy Taylor explained there is a 2% increase in the employer premium for medical and a $2.00 per month per employee increase in the employer premium for dental. Council Member Smith made a motion, seconded by Council Member Fulmer, to approve the 2026 Health, Dental, and Vision Self-Insurance Renewal. Vote on this motion was unanimous.

Consider an amendment to the original Catbus contract by adding an additional bus to service Highpointe/The Pier apartment complexes during the 2025-2026 fall and spring semesters. – Transit Administrator Brian Fisher explained the need for increased service to avoid leaving passengers due to buses being full. This would increase the number of buses from 2 to 3. Council Member Fulmer made a motion, seconded by Council Member Smith to approve an amendment to the original Catbus contract by adding an additional bus to service Highpointe/The Pier apartment complexes during the 2025-2026 fall and spring semesters. Vote on this motion was unanimous.

Authorize the Parking Services Manager to enter into negotiations for the City of Clemson Parking Study. – Parking Services Manager Rebekah Wilbanks explained 5 submissions were received, with 3 selected for interviews. Walker Consultants out of Charlotte was the recommended firm. Council Member Smith made a motion, seconded by Council Member Fulmer, to Authorize the Parking Services Manager to enter into negotiations for the City of Clemson Parking Study. Vote on this motion was unanimous.

Mayor-Council reports/comments/new business

Council Member Fulmer: Commended Joan and her staff for their hard work on Pumpkin Palooza.

Mayor Halfacre: Daniel Band State Champs 4 years in a row. Clemson Elementary got an excellent rating.

There being no further business, a motion was made, duly seconded, and unanimously approved to adjourn the meeting at 6:34 p.m.

Respectfully submitted,	Approved
______________________________	By: ______________________________
Jeremiah Jackson, MBL	G. Robert Halfacre, Mayor

CITY OF CLEMSON
AGENDA ITEM REQUEST FORM

Requested By: Jeremiah Jackson

Date Submitted: 11/12/25

Council Meeting Date: 11/18/25

Type of Request: (check only one)

- [x] Report/Discussion
- [ ] Policy/Action
- [ ] Executive Session

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

Discuss the 2026 Council Meeting schedule.

Agenda Item Detail: (expand as necessary for clarification)

2026 City of Clemson Council Meetings

January	**Monday, January 5** **Monday, January 12**
February	**Monday, February 2** **Monday, February 16**
March	**Monday, March 2** **Monday, March 16**
April	**Monday, April 6** **Monday, April 20**
May	**Monday, May 4** **Monday, May 18**
June	**Monday, June 1** **Monday, June 15**
July	**Monday, July 6** **Monday, July 20**
August	**Monday, August 3** **Monday, August 17**
September	**Tuesday, September 8** **Monday, September 21**
October	**Monday, October 5** **Monday, October 19**
November	**Monday, November 2** **Tuesday, November 17**
December	**Monday, December 7** **Monday, December 21**

Unless otherwise noted, all meetings are held in Clemson City Hall Council Chambers at 6:30 p.m.

Meeting dates and locations are subject to change.

City of Clemson
Agenda Item Request Form

Requested By: Andy Blondeau

Date Submitted: 11/13/2025

Council Meeting Date: 11/18/2025

Type of Request: (check only one)

- ☐ Report/Discussion
- ☒ Policy/Action
- ☐ Executive Session

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

Consider 2nd Reading of an Installment Purchase Revenue Bond Ordinance.

Agenda Item Detail: (expand as necessary for clarification)

This bond will represent approximately $14.5 million of the estimated $24.65 million needed to complete improvements to Abernathy Park, Clemson Park, the College Avenue Streetscape between N. Clemson and Highway 93, and the new Arts Center facility to be located at Nettles Park. The City will use hospitality revenue as the source of repayment. The bond ordinance and informational slide deck are attached for review.

City of Clemson, South Carolina

Installment Purchase Revenue Bond Discussion Materials

DAVID CHEATWOOD

FIRST TRYON ADVISORS
MANAGING DIRECTOR
6101 Carnegie Blvd Suite 210
Charlotte, NC 28209

MICHAEL KOZLAREK

KING KOZLAREK ROOT
MANAGING MEMBER
201 Riverplace, Suite 500
Greenville, SC 29601

October 30, 2025

Project Overview

- The City is planning to fund the following two projects (the "Projects") :
  - New Arts Center
  - Abernathy Park Improvements
- The City has identified funding sources for each of the Projects as noted below:

Arts Center Funding Sources	
Funding Source	Amount
IPRB	$7,250,000
Reserves	$1,130,000
Total	**$8,380,000**

Abernathy Park Funding Sources	
Funding Source	Amount
IPRB	$7,250,000
Developer Contribution	$1,000,000
Recreation Impact Fees	$1,884,163
Total	**$10,134,163**

- Of the estimated $18.5 million total cost of the Projects, approximately $14.5 million would come from the proceeds of a new borrowing by the City.
- The City's financing options and expected repayment source are summarized on the following slides.

Debt Authorization
Available South Carolina Financing Structures

- Under Article X of the South Carolina Constitution, political subdivisions "shall have the power to incur indebtedness in the following categories and in no other."
  - General Obligation debt;
  - Indebtedness payable only from a revenue-producing project or from a "special source not involving a tax or license"; and
  - Indebtedness payable from incremental tax revenues issued for redevelopment purposes (TIF).

- Based on this authorization, the City has the following broad credit types / security structures available to fund different projects:
  - General Obligation Bonds (referendum or 8% debt limit)
    - As of June 30, 2024, the City had 8% debt capacity of $5,935,117.
  - Hospitality / Accommodations Fee Revenue Bonds / Special Obligation Bonds
  - Water / Sewer / Stormwater Revenue Bonds
  - Tax Increment District Bonds
  - Lease-Purchase Agreements
  - <u>Installment Purchase Revenue Bonds</u>

- In analyzing the different options:
  - The City does not have sufficient capacity within its 8% debt limit to fund the Projects with General Obligation Bonds;
  - Water / Sewer / Stormwater Revenue Bonds, Tax Increment Bonds and Lease Purchase Agreements are not legally available to fund the Projects; and
  - While a Hospitality Fee Revenue Bond / Special Obligation Bond is an option given the nature of the Projects, this structure requires a legal pledge of those revenues which would tie up a significant portion for 30 years thereby limiting future flexibility to fund additional projects or issuance additional debt.

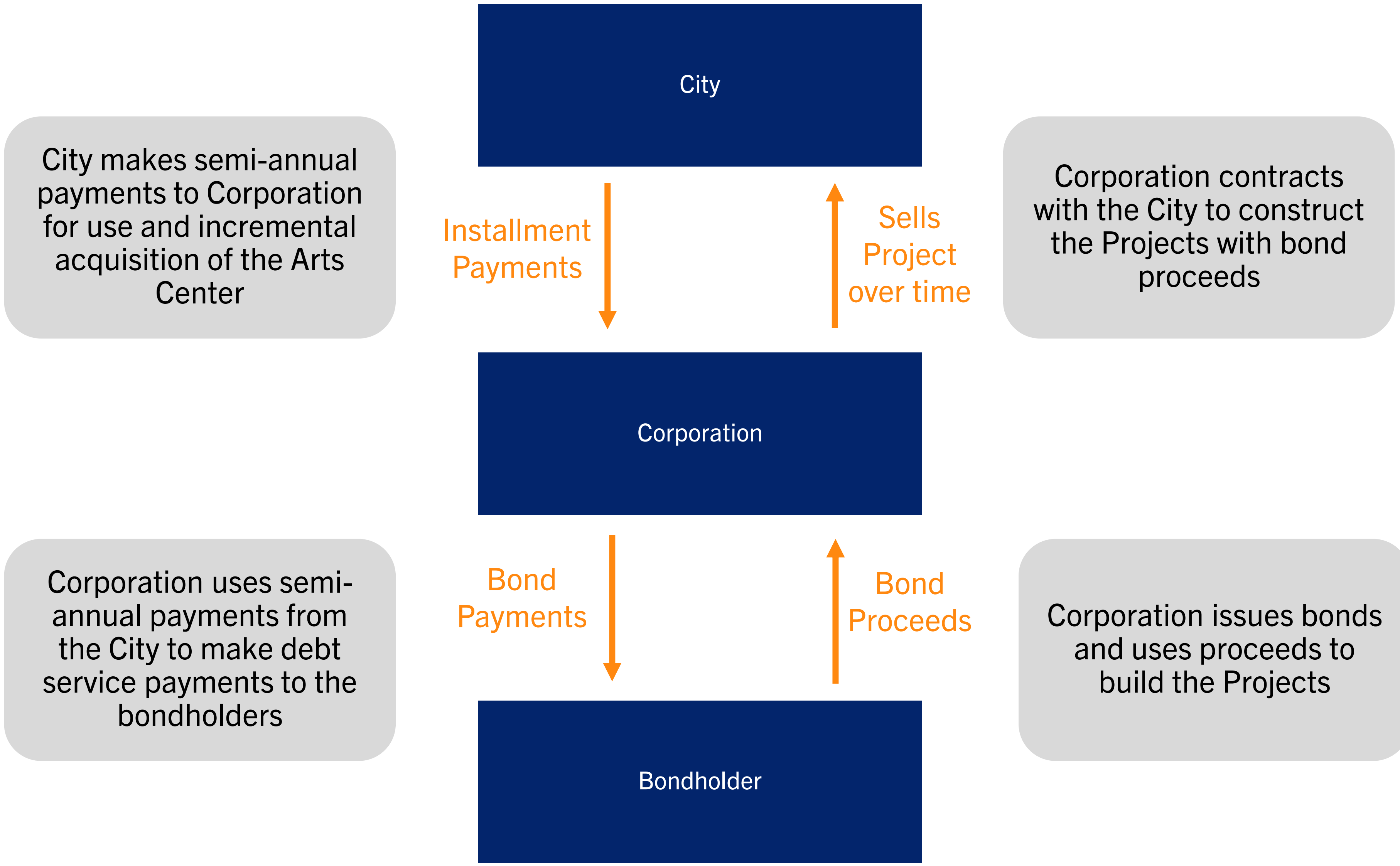
- <u>**Therefore, an Installment Purchase Revenue Bond ("IPRB"), which does not count against the City's 8% debt limit and does not require a legal pledge of the hospitality revenues, is the recommended financing structure for the Projects.**</u>

Installment Purchase Revenue Bonds

- IPRBs are financing structure that are available primarily to cities and counties and require the use of collateral as security for the bonds.
- Under an IPRB structure, the City would enter into a long-term base lease with a newly created, single-purpose, not-for-profit corporation (the "Corporation") for the real estate on which the Arts Center will be constructed.
- The Corporation would issue the IPRBs and provide the proceeds to the City to construct the Projects.
- The Corporation would enter into a purchase and use agreement with the City pursuant to which the City would make semi-annual installment payments to the Corporation in an amount equal to the debt service on the IPRBs for the ongoing use of the Arts Center.
  - With each payment, the City would acquire a percentage ownership of the Arts Center so that at the end of the term, the City would own the Arts Center outright.
- Payments by the City under the purchase and use agreement could be made from any legally available source of funds (or combination of funds), including proceeds of a General Obligation Bond, via annual appropriation.
- The IPRBs are technically a debt of the Corporation and therefore would not count against the City's 8% debt limit.
  - However, bondholders / rating agencies would still look to the creditworthiness of the City given that the City would be the ultimate source of payments on the IPRBs (via the installment payments).

Pros	Cons
▪ Does not count against City's 8% debt limit ▪ No specific revenues pledged; can be repaid from any legally available source of funds including debt service millage via issuance of annual General Obligation Bonds under 8% debt limit ▪ Rated 1-2 notches off General Obligation rating	▪ Requires a hard asset to be used as collateral ▪ Higher interest rate than General Obligation bond (0.25 – 0.35%) ▪ More complicated structure ▪ Higher cost of issuance

Installment Purchase Revenue Bonds



SC IPRB Issuers

- The following is a sampling of other towns / cities and counties across the State that have issued installment purchase revenue bonds.

Towns / Cities

- City of Charleston
- City of Columbia
- City of Greenville
- City of North Charleston
- City of Rock Hill
- City of Spartanburg
- City of Anderson
- City of Florence
- City of Goose Creek
- City of Greer
- City of Fountain Inn
- Town of Sullivan's Island

Counties

- Richland County
- Charleston County
- Greenville County
- Anderson County
- Florence County
- Lancaster County
- Orangeburg County

Estimated Debt Service

- The table to the right provides a summary of the estimated debt service on a $15 million borrowing repaid over a 30-year term based on estimated interest rates which is projected to generate approximately $14.5 million for the Projects.
- The City's intended source of repayment for the Bonds is hospitality revenues.
- Based on FY2025 estimates, the City anticipates collecting approximately $2,400,000 of hospitality tax revenues.
- Of this amount, the City uses approximately $570,000 to pay debt service on its Special Obligation Bond, Series 2023 which matures in FY2033 leaving approximately $1,830,000 / year through FY2033 and the full amount thereafter for debt service on the Bonds as well as fund other hospitality eligible operating expenses and capital.

Sources of Funds	
Par Amount	15,000,000
Net Premium	63,767
Total Sources of Funds	15,063,767

Uses of Funds	
Project Fund	14,565,886
Cost of Issuance (estimated)	425,000
Underwriter's Discount	72,881
Total Uses of Funds	15,063,767

Fiscal Year	Principal	Interest	Debt Service
6/30/2026	-	344,999	344,999
6/30/2027	110,000	749,975	859,975
6/30/2028	115,000	744,350	859,350
6/30/2029	120,000	738,475	858,475
6/30/2030	125,000	732,350	857,350
6/30/2031	135,000	725,850	860,850
6/30/2032	140,000	718,975	858,975
6/30/2033	150,000	711,725	861,725
6/30/2034	335,000	699,600	1,034,600
6/30/2035	350,000	682,475	1,032,475
6/30/2036	370,000	664,475	1,034,475
6/30/2037	390,000	645,475	1,035,475
6/30/2038	410,000	625,475	1,035,475
6/30/2039	430,000	604,475	1,034,475
6/30/2040	450,000	582,475	1,032,475
6/30/2041	475,000	558,756	1,033,756
6/30/2042	500,000	533,163	1,033,163
6/30/2043	525,000	507,569	1,032,569
6/30/2044	550,000	482,038	1,032,038
6/30/2045	580,000	453,750	1,033,750
6/30/2046	610,000	422,513	1,032,513
6/30/2047	645,000	390,375	1,035,375
6/30/2048	675,000	357,375	1,032,375
6/30/2049	710,000	322,750	1,032,750
6/30/2050	745,000	286,375	1,031,375
6/30/2051	785,000	248,125	1,033,125
6/30/2052	825,000	207,875	1,032,875
6/30/2053	865,000	165,625	1,030,625
6/30/2054	910,000	121,250	1,031,250
6/30/2055	960,000	74,500	1,034,500
6/30/2056	1,010,000	25,250	1,035,250
Total	15,000,000	15,128,436	30,128,436

Next Steps / Financing Calendar

- Next Steps
  - Formation of Corporation
  - City Council to hold two readings of an Ordinance (11/3 and 11/17)
  - Corporation approval of a Resolution
  - Receive credit ratings
  - Price Bonds (lock in interest rates)
  - Close Bonds (i.e. money in the bank)

Oct-25						
Su	Mo	Tu	We	Th	Fr	Sa
			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	

Nov-25						
Su	Mo	Tu	We	Th	Fr	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23/30	24	25	26	27	28	29

Dec-25						
Su	Mo	Tu	We	Th	Fr	Sa
	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			

DATE	TASK
October 20	City Council Meeting – Review IPRB Structure / Plan of Finance
By October 31	Form Corporation
November [3]	Corporation Meeting – Adopt Bylaws; Review IPRB Structure / Process
November 3	City Council Meeting – 1st Reading of GO Bond Ordinance
Week of November 3	Rating Calls
By November 14	Receive Ratings
November [17]	Corporation Meeting – Adopt Bond Resolution
November 17	City Council Meeting – 2nd Reading of GO Bond Ordinance / Adopt IPRB Resolutio
November 20	Post Preliminary Official Statement
December 2	Pricing
December 17	Closing

CITY OF CLEMSON, SOUTH CAROLINA

ORDINANCE NO. CC-2025-21

PROVIDING FOR THE ISSUANCE OF GENERAL OBLIGATION BONDS, IN ONE OR MORE SERIES, TAX-EXEMPT OR TAXABLE, IN AN AMOUNT NOT TO EXCEED THE CITY'S CONSTITUTIONAL DEBT LIMITATION AS THAT LIMIT MAY CHANGE FROM TIME TO TIME, TO PROVIDE FOR THE FUNDING OF VARIOUS CAPITAL PROJECTS AS PART OF AN INSTALLMENT PURCHASE-TYPE ARRANGEMENT; AUTHORIZING THE CITY ADMINISTRATOR TO PRESCRIBE THE FORM AND DETAILS OF THE BONDS; PROVIDING FOR THE PAYMENT OF THE BONDS AND THE DISPOSITION OF THE PROCEEDS OF THE BONDS; PROVIDING FOR BORROWING IN ANTICIPATION OF THE ISSUANCE OF THE BONDS; PROVIDING FOR THE DISPOSITION OF PROPERTY RELATED TO THE BONDS; PROVIDING AUTHORITY FOR THE CITY TO REIMBURSE ITSELF FOR EXPENDITURES PRIOR TO BORROWING; PROVIDING FOR THE CREATION AND/OR UTILIZATION OF ONE OR MORE ENTITIES TO FACILITATE AN INSTALLMENT PURCHASE-TYPE ARRANGEMENT; PROVIDING FOR OTHER RELATED MATTERS.

ADOPTED: NOVEMBER 18, 2025

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AN ORDINANCE

PROVIDING FOR THE ISSUANCE OF GENERAL OBLIGATION BONDS, IN ONE OR MORE SERIES, TAX-EXEMPT OR TAXABLE, IN AN AMOUNT NOT TO EXCEED THE CITY'S CONSTITUTIONAL DEBT LIMITATION AS THAT LIMIT MAY CHANGE FROM TIME TO TIME, TO PROVIDE FOR THE FUNDING OF VARIOUS CAPITAL PROJECTS AS PART OF AN INSTALLMENT PURCHASE-TYPE ARRANGEMENT; AUTHORIZING THE CITY ADMINISTRATOR TO PRESCRIBE THE FORM AND DETAILS OF THE BONDS; PROVIDING FOR THE PAYMENT OF THE BONDS AND THE DISPOSITION OF THE PROCEEDS OF THE BONDS; PROVIDING FOR BORROWING IN ANTICIPATION OF THE ISSUANCE OF THE BONDS; PROVIDING FOR THE DISPOSITION OF PROPERTY RELATED TO THE BONDS; PROVIDING AUTHORITY FOR THE CITY TO REIMBURSE ITSELF FOR EXPENDITURES PRIOR TO BORROWING; PROVIDING FOR THE CREATION AND/OR UTILIZATION OF ONE OR MORE ENTITIES TO FACILITATE AN INSTALLMENT PURCHASE-TYPE ARRANGEMENT; PROVIDING FOR OTHER RELATED MATTERS.

THE CITY OF CLEMSON, SOUTH CAROLINA, CITY COUNCIL ORDAINS:

SECTION 1. ***Findings.*** The City Council ("Council") of the City of Clemson, South Carolina ("City"), finds and determines:

(a) Article X, Section 14 of the Constitution of the State of South Carolina, 1895, as amended ("Constitution"), provides that each city may incur general obligation bonded indebtedness on such terms and conditions as the General Assembly may prescribe by general law subject to the following limitations: (i) such debt must be incurred only for a purpose which is a public purpose and a corporate purpose, and (ii) unless excepted therefrom, such debt may be issued in an amount not exceeding eight percent of the assessed value of all taxable property of that city ("Bonded Debt Limit").

(b) Pursuant to Title 5, Chapter 21 ("Municipal Bond Act"), Code of Laws of South Carolina, 1976, as amended ("Code"), the city council of any city of the State may issue general obligation bonds for any corporate purpose of that city up to any amount not exceeding that city's Bonded Debt Limit.

(c) The Municipal Bond Act provides that as a condition precedent to the issuance of bonds an election be held and result favorably thereto. Chapter 27, Title 11 of the Code ("Article X Enabling Act"), provides that if an election be prescribed by the provisions of the Municipal Bond Act, but is not required by the provisions of Article X of the Constitution, then in every such instance, no election need be held (notwithstanding the requirement therefor) and the remaining provisions of the Municipal Bond Act shall constitute a full and complete authorization to issue bonds in accordance with such remaining provisions.

(d) The City has acquired real property, or determined to acquire real property in all counties in which the City has municipal limits (now and in the future) and plans to design, construct, install, renovate, furnish, equip, and make various improvements to real property for those items listed in Exhibit A hereto (by whatever classification designated in Exhibit A hereto, for purposes of this Ordinance, collectively, "Projects") to be used by the City on real property owned, or to be acquired, by the City, and the City has determined that it may form and use one or more entities, on the behalf and for the benefit of the City, to accomplish the purposes of this Ordinance (collectively, "Entity"), including the issuance of bonds and the execution and delivery of various documents to effect, as and to the extent necessary or prudent, the transfer of real property interests in the Projects to, or from (or both), the City, the Entity, and other related matters, all intended to accomplish an installment purchase-type arrangement; and

(e) The assessed valuation of all property in the City as of June 30, 2024, for purposes of computation of the Bonded Debt Limit, is not less than $126,338,930. Eight percent of this assessed valuation is $10,107,114 ("City's Bonded Debt Limit"). As of the enactment of this Ordinance, the City has outstanding $4,376,518 of general obligation indebtedness subject to the City's Bonded Debt Limit. As of the adoption of this Ordinance, the difference between the City's Bonded Debt Limit and the principal amount of the outstanding general obligation indebtedness subject to the City's Bonded Debt Limit is the amount of general obligation indebtedness which the City may incur without a referendum, which is no less than: $5,730,596.

(f) The Council has found it is in the best interest of the City for the Council to provide for the issuance of one or more general obligation bonds of the City, pursuant to the provisions of the Constitution and laws of the State of South Carolina in the aggregate principal amount not to exceed the City's Bonded Debt Limit for the purpose of: (i) funding the Projects, including by refunding any existing indebtedness related to the Projects; (ii) funding the acquisition of an interest in the Projects, if held by the Entity; (iii) providing for capitalized interest, if any, on the Bonds or BANs; (iv) defraying additional costs of the Projects; and (v) paying the costs of issuance related to the Bonds or BANs (as described in Section 16, below).

SECTION 2. ***Authorization and Details of Bonds and the Projects.*** Pursuant to the Constitution and laws of the State of South Carolina, the City is authorized to issue not exceeding the City's Bonded Debt Limit in general obligation bonds of the City to be designated "General Obligation Bonds of the City of Clemson, South Carolina" ("Bonds") for the purposes set forth in Section 1, herein. The Bonds also may be issued in one or more series, taxable or tax-exempt, from time to time as may be determined in the manner provided below with such further designation of each series to identify the year in which such bonds are issued.

The Bonds may be issued as fully registered bonds; dated the date of their delivery or such other date as may be selected by the City Administrator; may be in such denominations as the City Administrator determines not exceeding the principal amount of the Bonds maturing in each year; shall be numbered from R-1 upward; shall bear interest, if any, from their date as may be determined by the City Administrator; and shall mature as determined by the City Administrator.

SECTION 3. ***Delegation of Certain Details of the Bonds to the City Administrator.*** The Council expressly delegates to the City Administrator determinations regarding the Bonds as are necessary or appropriate, including the form of the Bonds (or BANs), whether to issue taxable or tax-exempt bonds, whether the Bonds will be held under a book-entry only system, and whether to issue bonds as provided by any, if any, state or federal economic recovery or "stimulus" laws. The City Administrator is further directed to consult with King Kozlarek Law Root LLC, the City's bond counsel, in making any such decisions.

SECTION 4. ***Registrar/Paying Agent.*** Both the principal installments of and interest on the Bonds shall be payable in any coin or currency of the United States of America which is, at the time of payment, legal tender for public and private debts. The Municipal Clerk or a qualified financial institution shall serve as the Registrar/Paying Agent for the Bonds ("Registrar/Paying Agent") and shall fulfill all functions of the Registrar/Paying Agent enumerated herein.

SECTION 5. ***Registration and Transfer.*** The City shall cause books ("registry books") to be kept at the offices of the Registrar/Paying Agent, for the registration and transfer of the Bonds. Upon presentation at its office for such purpose, the Registrar/Paying Agent shall register or transfer, or cause to be registered or transferred, on such registry books, the Bonds under such reasonable regulations as the Registrar/Paying Agent may prescribe.

The Bonds shall be transferable only upon the registry books of the City, which shall be kept for such purpose at the principal office of the Registrar/Paying Agent, by the registered owner thereof in person or by his duly authorized attorney upon surrender thereof together with a written instrument of transfer satisfactory to the Registrar/Paying Agent, duly executed by the registered owner or his duly authorized attorney. Upon the transfer of the Bonds, the Registrar/Paying Agent on behalf of the City shall issue in the name of the transferee new fully registered Bonds, of the same aggregate principal amount, interest rate and maturity as the surrendered Bonds. Any Bond surrendered in exchange for a new registered Bond pursuant to this Section shall be canceled by the Registrar/Paying Agent.

The City and the Registrar/Paying Agent may deem or treat the person in whose name the fully registered Bonds shall be registered upon the registry books as the absolute owner of such Bonds, whether such Bonds shall be overdue or not, for the purpose of receiving payment of the principal of and interest on such Bonds and for all other purposes, and all such payments so made to any such registered owner or upon his order shall be valid and effectual to satisfy and discharge the liability upon such Bonds to the extent of the sum or sums so paid, and neither the City nor the Registrar/Paying Agent shall be affected by any notice to the contrary. In all cases in which the privilege of transferring the Bonds is exercised, the City shall execute, and the Registrar/Paying Agent shall authenticate and deliver the Bonds in accordance with the provisions of this Ordinance. Neither the City nor the Registrar/Paying Agent shall be obliged to make any such transfer of the Bonds during the period beginning on the Record Date (as defined in Section 6 hereof) and ending on an interest payment date.

SECTION 6. ***Record Date.*** The City establishes a record date ("Record Date") for the payment of interest or for the giving of notice of any proposed redemption of the Bonds, and such Record Date shall be the 15th day of the calendar month next preceding an interest payment date on the Bonds or, in the case of any proposed redemption of the Bonds, such Record Date shall not be more than 15 days prior to the mailing of notice of redemption of the Bonds.

SECTION 7. ***Lost, Stolen, Destroyed or Defaced Bonds.*** In case the Bonds shall at any time become mutilated in whole or in part, or be lost, stolen or destroyed, or be so defaced as to impair the value thereof to the owner, the City shall execute and the Registrar/Paying Agent shall authenticate and deliver at the principal office of the Registrar/Paying Agent, or send by registered mail to the owner thereof at his request, risk and expense, a new Bond of the same interest rate and maturity and of like tenor and effect in exchange or substitution for and upon the surrender for cancellation of such defaced, mutilated or partly destroyed Bond, or in lieu of or in substitution for such lost, stolen or destroyed Bond. In any such event the applicant for the issuance of a substitute Bond shall furnish the City and the Registrar/Paying Agent evidence or proof satisfactory to the City and the Registrar/Paying Agent of the loss, destruction, mutilation, defacement or theft of the original Bond, and of the ownership thereof, and also such security and indemnity in such amount as may be required by the laws of the State of South Carolina or such greater amount as may be required by the City and the Registrar/Paying Agent. Any duplicate Bond issued under the provisions of this Section in exchange and substitution for any defaced, mutilated or partly destroyed Bond or in substitution for any allegedly lost, stolen, or wholly destroyed Bond shall be entitled to the identical benefits under this Ordinance as was the original Bond in lieu of which such duplicate Bond is issued.

All expenses necessary for the providing of any duplicate Bond shall be borne by the applicant therefor.

SECTION 8. ***Book-Entry Only System.***

(a) Notwithstanding anything to the contrary herein, if and for so long as any Bonds are being held under a book-entry system of a securities depository, transfers of beneficial ownership of the Bonds will be effected pursuant to rules and procedures established by such securities depository. The initial securities depository for the Bonds will be The Depository Trust Company ("DTC"), New York, New York. DTC and any successor securities depositories are hereinafter referred to as the "Securities Depository." The Bonds shall be registered in the name of Cede & Co., as the Securities Depository nominee for the Bonds. Cede & Co. and successor Securities Depository nominees are hereinafter referred to as the "Securities Depository Nominee."

(b) As long as a book-entry system is in effect for any Bonds, the Securities Depository Nominee will be recognized as the holder of the Bonds for the purposes of (i) paying the principal, interest and premium, if any, on such Bonds, (ii) if the Bonds are to be redeemed in part, selecting the portions of such Bonds to be redeemed, (iii) giving any notice permitted or required to be given to bondholders under this ordinance, (iv) registering the transfer of the Bonds, and (v) requesting any consent or other action to be taken by the holder of such Bonds, and for all other purposes whatsoever, and the City shall not be affected by any notice to the contrary.

(c) The City shall not have any responsibility or obligation to any participant, any beneficial owner or any other person claiming a beneficial ownership in the Bonds which are registered to a Securities Depository Nominee under or through the Securities Depository with respect to any action taken by the Securities Depository as holder of the Bonds.

(d) The City shall pay all principal, interest and premium, if any, on the Bonds issued under a book-entry system, only to the Securities Depository or the Securities Depository Nominee, as the case may be, for such Bonds, and all such payments shall be valid and effectual to fully satisfy and discharge the obligations with respect to the principal of and premium, if any, and interest on such Bonds.

(e) In the event that the City determines that it is in the best interest of the City to discontinue the book-entry system of transfer for the Bonds, or that the interests of the beneficial owners of the Bonds may be adversely affected if the book-entry system is continued, then the City shall notify the Securities Depository of such determination. In such event, the City shall appoint a Registrar/Paying Agent which shall authenticate, register, and deliver physical certificates for the Bonds in exchange for the Bonds registered in the name of the Securities Depository Nominee.

(f) In the event that the Securities Depository for the Bonds discontinues providing its services, the City shall either engage the services of another Securities Depository or arrange with a Registrar/Paying Agent for the delivery of physical certificates in the manner described in (e) above.

(g) In connection with any notice or other communication to be provided to the holder of the Bonds by the City or by the Registrar/Paying Agent with respect to any consent or other action to be taken by the holder of the Bonds, the City or the Registrar/Paying Agent, as the case may be, shall establish a record date for such consent or other action and give the Securities Depository Nominee notice of such record date not less than 15 days in advance of such record date to the extent possible.

SECTION 9. ***Execution of Bonds.*** The Bonds shall be executed in the City's name with the manual or electronic signature of the Mayor and attested by the manual or electronic signature of the Municipal Clerk under a facsimile of the seal of the City which shall be impressed, imprinted, or reproduced thereon. The Bonds shall not be valid or become obligatory for any purpose unless there shall have been endorsed thereon a certificate of authentication. The Bonds shall bear a certificate of authentication manually executed by the Registrar/Paying Agent in substantially the form set forth herein.

SECTION 10. ***Form of Bond.*** The Bonds shall be in the form as determined by the City Administrator pursuant to Section 3 herein.

SECTION 11. ***Security for Bond.*** The full faith, credit and taxing power of the City are irrevocably pledged for the payment of the principal and interest of the Bonds as they respectively mature and to create a sinking fund to aid in the retirement and payment thereof. There shall be levied and collected annually upon all taxable property in the City an *ad valorem* tax, without limitation as to rate or amount, sufficient for such purposes.

SECTION 12. ***Exemption from Taxation.*** Both the principal of and interest on the Bonds shall be exempt, in accordance with the provisions of Section 12-2-50 of the Code, from all State, county, municipal, school district and all other taxes or assessments, direct or indirect, general or special, whether imposed for the purpose of general revenue or otherwise, except inheritance, estate and transfer taxes, but the interest thereon may be includable in certain franchise fees or taxes.

SECTION 13. ***Sale of Bond, Form of Notice of Sale.*** The Bonds may be sold at a public or private sale, as authorized by Section 11-27-40(4) of the Code, as the City Administrator may determine, using a Notice of Sale, Notice of Private Sale, or other similar Notice, as the City Administrator may determine.

SECTION 14. ***Deposit and Application of Proceeds.*** It is expected that proceeds of the Bonds will be fully drawn at Closing. The proceeds of the Bonds or of BANs (authorized under Section 16 of this Ordinance), when drawn, will be deposited in a bond account fund for the City and shall be expended and made use of as follows:

(a) any accrued interest, if any, shall be applied to the payment of the first installment of interest to become due on the Bonds or BANs; and

(b) the remaining proceeds shall be expended and made use of to defray the cost of issuing the Bonds or BANs and to defray the costs of the Projects. Pending the use of such proceeds, the same shall be invested and reinvested in such investments as are permitted under State law. Earnings on such investments shall be applied either to defray the costs of the Projects or, if not so required, to pay principal on the Bonds.

SECTION 15. ***Defeasance.***

(a) If a series of bonds issued pursuant to this Ordinance shall have been paid and discharged, then the obligations of the Ordinance hereunder, and all other rights granted thereby shall cease and determine with respect to such series of bonds. A series of bonds shall be deemed to have been paid and discharged within the meaning of this Section under any of the following circumstances:

(i) If the Registrar/Paying Agent (or, if the City is the Registrar/Paying Agent, a bank or other institution serving in a fiduciary capacity) ("Escrow Agent") shall hold, at the stated maturities of the bonds, in trust and irrevocably appropriated thereto, moneys for the full payment thereof; or

(ii) If default in the payment of the principal of such series of bonds or the interest thereon shall have occurred, and thereafter tender of payment shall have been made, and the Escrow Agent shall hold, in trust and irrevocably appropriated thereto, sufficient moneys for the payment thereof to the date of the tender of payment; or

(iii) If the City shall have deposited with the Escrow Agent, in an irrevocable trust, either moneys in an amount which shall be sufficient, or direct general obligations of the United States of America, which are not subject to redemption by the issuer prior to the date of maturity thereof, as the case may be, the principal of and interest on which, when due, and without reinvestment thereof, will provide moneys, which, together with the moneys, if any, deposited with the Escrow Agent at the same time, shall be sufficient to pay, when due, the principal, interest, and redemption premium or premiums, if any, due and to become due on such series of bonds and prior to the maturity date or dates of such series of bonds, or, if the City shall elect to redeem such series of bonds prior to their stated maturities, and shall have irrevocably bound and obligated itself to give notice of redemption thereof in the manner provided in the form of the bonds, on and prior to the redemption date or dates of such series of bonds, as the case may be; or

(iv) If there shall have been deposited with the Escrow Agent either moneys in an amount which shall be sufficient, or direct general obligations of the United States of America the principal of and interest on which, when due, will provide moneys which, together with the moneys, if any, deposited with the Escrow Agent at the same time, shall be sufficient to pay, when due, the principal and interest due and to become due on such series of bonds on the maturity thereof.

(b) In addition to the above requirements of paragraph (a), in order for this Ordinance to be discharged with respect to a series of bonds, all other fees, expenses and charges of the Escrow Agent have been paid in full at that time.

(c) Notwithstanding the satisfaction and discharge of this Ordinance with respect to a series of bonds, the Escrow Agent shall continue to be obligated to hold in trust any moneys or investments then held by the Escrow Agent for the payment of the principal of, premium, if any, and interest on, such series of bonds, to pay to the owners of such series of bonds the funds so held by the Escrow Agent as and when payment becomes due.

(d) Any release under this Section shall be without prejudice to the rights of the Escrow Agent to be paid reasonable compensation for all services rendered under this Ordinance and all reasonable expenses, charges, and other disbursements and those of their respective attorneys, agents, and employees, incurred on and about the performance of the powers and duties under this Ordinance.

(e) Any moneys which at any time shall be deposited with the Escrow Agent by or on behalf of the City for the purpose of paying and discharging any bonds shall be and are assigned, transferred, and set over to the Escrow Agent in trust for the respective holders of such bonds, and the moneys shall be and are irrevocably appropriated to the payment and discharge thereof. If, through lapse of time or otherwise, the holders of such bonds shall no longer be entitled to enforce payment of their obligations, then, in that event, it shall be the duty of the Escrow Agent to transfer the funds to the City.

(f) In the event any bonds are not to be redeemed within the 60 days next succeeding the date the deposit required by Section 15(a)(iii) or (iv) is made, the City shall give the Escrow Agent irrevocable instructions to mail, as soon as practicable by registered or certified mail, a notice to the owners of the bonds at the addresses shown on the registry books that (i) the deposit required by subparagraph (a)(iii) or (a)(iv) of this Section 15 has been made with the Escrow Agent, (ii) the bonds are deemed to have been paid in accordance with this Section and stating the maturity or redemption dates upon which moneys are to be available for the payment of the principal of, and premium, if any, and interest on, the bonds, and (iii) stating whether the City has irrevocably waived any rights to redeem the bonds, or any of them, prior to the maturity or redemption dates set forth in the preceding clause (ii).

(g) The City covenants and agrees that any moneys which it shall deposit with the Escrow Agent shall be deemed to be deposited in accordance with, and subject to, the applicable provisions of this Section, and whenever it shall have elected to redeem bonds, it will irrevocably bind and obligate itself to give notice of redemption thereof, and will further authorize and empower the Escrow Agent to cause notice of redemption to be given in its name and on its behalf.

SECTION 16. ***Authority to Issue Bond Anticipation Notes ("BANs").*** If the City Administrator should determine that issuance of BANs pursuant to Chapter 17 of Title 11 of the Code ("BAN Act") rather than the Bonds would result in savings in interest cost under prevailing market conditions or for other reasons would be in the best interest of the City, the City Administrator is further requested and authorized to effect the issuance of one or more series of BANs pursuant to the BAN Act. If BANs are issued and if, upon the maturity thereof, the City Administrator should determine that further issuance of BANs rather than the Bonds would result in savings in interest cost under then prevailing market conditions or for other reasons would be in the City's best interest, the City Administrator is requested to continue the issuance of BANs until the City Administrator determines to issue the Bonds on the basis as aforesaid, and the Bond is issued.

SECTION 17. ***Details of Bond Anticipation Notes.*** Subject to changes in terms required for any particular issue of BANs, the BANs shall be subject to the following particulars:

(a) The BANs shall be dated and bear interest from the date of delivery thereof or, if the BAN is issued on a draw-down basis, from the date of each such advance, payable upon the stated maturity thereof, at the rate negotiated by the City Administrator and shall mature on such date, not to exceed one year from the issue date thereof, as shall be determined by the City Administrator.

(b) The BANs shall be numbered from one upwards for each issue and may be in such denominations as the City Administrator determines and as requested by the purchaser thereof. The BANs shall be payable, both as to principal and interest, in legal tender upon maturity, at the principal office of a bank designated by the City or, at the option of the City, designated by the purchaser of the BAN.

The BANs also may be issued as one or more fully registered "draw-down" style instruments in an aggregate face amount not exceeding the maximum amount permitted hereunder, to a lending institution under terms which permit the balance due under such note or notes to vary according to the actual cash needs of the City, as shall be determined by the City Administrator. In such event, the City may draw upon such note or notes as it needs funds so long as the maximum outstanding balance due under such note or notes does not exceed the aggregate face amount thereof.

(c) The City Administrator is authorized to negotiate or to arrange for a sale of the BANs and to determine the rate of interest to be borne thereby.

(d) The BANs shall be in the form as determined by the City Administrator pursuant to Section 3 herein.

(e) The BANs shall be issued in fully registered or bearer certificated form or a book-entry-only form as specified by the City, or at the option of the City, by the purchaser thereof; provided that once issued, the BANs of any particular issue shall not be reissued in any other form and no exchange shall be made from one form to the other.

(f) In the event any BAN is mutilated, lost, stolen or destroyed, the City may execute a new BAN of like date and denomination as that mutilated, lost, stolen or destroyed; provided that, in the case of any mutilated BAN, such mutilated BAN shall first be surrendered to the City, and in the case of any lost, stolen or destroyed BAN, there shall be first furnished to the City evidence of such loss, theft or destruction satisfactory to the City, together with indemnity satisfactory to it; provided that, in the case of a holder which is a bank or insurance company, the agreement of such bank or insurance company to indemnify shall be sufficient. In the event any such BAN shall have matured, instead of issuing a duplicate BAN, the City may pay the same without surrender thereof. The City may charge the holder of such BAN with its reasonable fees and expenses in this connection.

(g) Any BAN issued in fully registered form shall be transferable only upon the books of registry of the City, which shall be kept for that purpose at the office of the City as note registrar (or its duly authorized designee), by the registered owner thereof or by his attorney, duly authorized in writing, upon surrender thereof, together with a written instrument of transfer satisfactory to the City as note registrar, duly executed by the registered owner or his duly authorized attorney. Upon the transfer of any BAN, the City shall issue, subject to the provisions of paragraph (h) below, in the name of the transferee, a new BAN or BANs of the same aggregate principal amount as the unpaid principal amount of the surrendered BAN. Any holder of a BAN in fully registered form requesting any transfer shall pay any tax or other governmental charge required to be paid with respect thereto. As to any BAN in fully registered form, the person in whose name the same shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of or on account of the principal and interest of any BAN in fully registered form shall be made only to or upon the order of the registered holder thereof, or his duly authorized attorney, and the City shall not be affected by any notice to the contrary, but such registration may be changed as herein provided. All such payments shall be valid and effectual to satisfy and discharge the liability upon such BAN to the extent of the sum or sums so paid.

(h) BANs issued in fully registered form, upon surrender thereof at the office of the City (or at such office as may be designated by its designee) as note registrar, with a written instrument of transfer satisfactory to the City, duly executed by the holder of the BAN or his duly authorized attorney, may, at the option of the holder of the BAN, and upon payment by such holder of any charges which the City may make as provided in paragraph (i), be exchanged for a principal amount of BANs in fully registered form of any other authorized denomination equal to the unpaid principal amount of surrendered BANs.

(i) In all cases in which the privilege of exchanging or transferring BANs in fully registered form is exercised, the City shall execute and deliver BANs in accordance with the provisions of such Ordinance. All BANs in fully registered form surrendered in any such exchanges or transfers shall forthwith be canceled by the City. There shall be no charge to the holder of such BAN for such exchange or transfer of BANs in fully registered form except that the City may make a charge sufficient to reimburse it for any tax or other governmental charge required to be paid with respect to such exchange or transfer.

SECTION 18. ***Security for Bond Anticipation Notes.*** For the payment of the principal of and interest on the BANs as the same shall fall due, so much of the principal proceeds of the Bond when issued shall and is directed to be applied, to the extent necessary, to the payment of the BANs; and, further, the City covenants and agrees to effect the issuance of sufficient BANs or bonds in order that the proceeds thereof will be sufficient to provide for the retirement of any BANs issued pursuant hereto.

SECTION 19. ***Tax and Securities Laws Covenants.*** To the extent the City determines to issue tax-exempt bonds, with respect to those bonds:

(a) The City covenants that no use of the proceeds of the sale of the Bond or BANs authorized hereunder shall be made which, if such use had been reasonably expected on the date of issue of such Bond or BANs would have caused the Bond or BANs to be "arbitrage bonds," as defined in the Internal Revenue Code of 1986, as amended, and to that end the City shall comply with all applicable regulations of the Treasury Department previously promulgated under Section 103 of the Internal Revenue Code of 1954, as amended, and any regulations promulgated under the Code so long as the Bond or BANs are outstanding.

(b) The City further covenants to take all action necessary, including the payment of any rebate amount, to comply with Section 148(f) of the Code and any regulations promulgated thereunder.

(c) The City covenants to file Internal Revenue Service ("IRS") form 8038, if the Code so requires, at the time and in the place required therefore under the Code.

(d) The City may reimburse itself for any expenditures under IRS regulations according as previously described in Resolution Number 8-2023, adopted by Council, as the governing body of the City, on June 27, 2023.

SECTION 20. ***Building Purchase/Sale and Appropriation of Funds.*** The Council authorizes the Mayor, Municipal Clerk, City Administrator, and other City Officials to negotiate in good faith to purchase, sell and develop the real property on which the Projects are to be located, take all steps reasonably necessary and proper to purchase, sell and develop the Projects. Further, the City Administrator (and his designated appointees) is authorized and directed, in the name of and on behalf of the City, to take whatever further actions and execute whatever further documents, including purchase-sale agreements, option contracts, deeds or other similar agreements, as the City Administrator (and his designated appointees) deems to be reasonably necessary and prudent to effect the intent of this Ordinance, and assist in purchasing, selling and developing the Projects.

SECTION 21. ***Authorization for City Officials to Execute Documents.*** The Council authorizes the Mayor, Municipal Clerk, City Administrator, and other City Officials to execute and consent to such documents and instruments and such amendments and/or supplements of the same, including, as and if applicable, one or more bond purchase agreements and/or applicable general certificates, base leases, purchase and use agreements, continuing disclosure certificates/agreements, and further including, *e.g.*, purchase-sale agreements, option contracts, or other similar agreements, as may be necessary to effect the intent of this Ordinance, the issuance of the Bonds and the Entity Bonds (defined below), and any documents related to the transfer to, or acquisition from (or both), the Projects.

SECTION 22. ***Consent to Action by Third Parties.*** The Council authorizes, ratifies, and confirms, the creation and/or utilization of the Entity and the undertakings by the Entity regarding the Projects and the issuance by the Entity of revenue bonds ("Entity Bonds"), including the form of the Entity Bonds. Further, the Council acknowledges that the initial board of directors of the Entity is anticipated to have no more than five members. The Council consents to and approves the issuance, sale, execution, and delivery of the Entity Bonds, by the Entity, in one or more series and/or sub-series of taxable or tax-exempt obligations, in an amount or amounts to be set pursuant to a resolution to be adopted by the board of directors of the Entity to provide for the payment of the costs of the Projects and the costs of issuance and all expenses in connection therewith. The Council also agrees to accept the Projects at such time as the Entity Bonds are retired. The Entity is not authorized to move forward with consummation of the installment purchase-type arrangement unless and until the Council approves a resolution in the substantially final form attached to this Ordinance as Exhibit B. The Council authorizes the Mayor, Municipal Clerk, City Administrator, and other City Officials take all steps reasonably necessary and proper to effect the intent of this Section 22.

SECTION 23. ***Publication of Notice of Adoption of Ordinance pursuant to Section 11-27-40, paragraph 8, of the Code.*** Pursuant to the provisions of Section 11-27-40 of the Code, the City Administrator, at his option, is authorized to arrange to publish a notice of adoption of this Ordinance.

SECTION 24. ***Retention of Bond Counsel and Other Suppliers.*** The Council authorizes the City Administrator to retain the law firm of King Kozlarek Root Law LLC, as bond counsel.

The Council further authorizes the City Administrator to enter into other contractual arrangements with printers and the suppliers of other goods and services necessary to the sale, execution, and delivery of the Bond as is necessary and desirable. The City Administrator is authorized to make these arrangements without regard to further restrictions under the City's procurement process, based on the advice of bond counsel.

SECTION 25. ***General Repealer.*** All ordinances, rules, regulations, resolutions, and parts thereof, procedural, or otherwise, in conflict herewith or the proceedings authorizing the issuance of the Bond are, to the extent of such conflict, repealed and this Ordinance shall take effect and be in full force from and after its enactment.

[ONE SIGNATURE PAGE AND THREE EXHIBITS FOLLOW]
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CITY OF CLEMSON, SOUTH CAROLINA

____
G. Robert Halfacre, Mayor

[SEAL]
ATTEST:

____
Jeremiah Jackson, Municipal Clerk

First Reading:	November 3, 2025
Second Reading / Final Approval:	November 18, 2025

APPROVED AS TO FORM:

____
Michael E. Kozlarek, Esq.
King Kozlarek Root Law LLC

EXHIBIT A

LISTS OF PROJECTS

The following sites and projects are subject to the Base Lease and the Purchase and Use Agreement, each as described in the Resolution adopted by the Clemson Public Facilities Corporation on November [], 2025, subject to adjustment, as provided in the Base Lease, Purchase and Use Agreement, or Trust Agreement (as described in the Resolution adopted by the Clemson Public Facilities Corporation on November [], 2025), by the Chair/President of the Clemson Public Facilities Corporation, if any, in consultation with the City Administrator, but with the present intention that these Projects be ordered in the following groups.

(new) City Arts Center

LIST OF ANCILLARY PROJECTS

The following sites and projects, which are exempt from the Trust Estate, and which are subject to adjustment, as provided in the Base Lease, Purchase and Use Agreement, or Trust Agreement, by the Chair/President of the Clemson Public Facilities Corporation, if any, in consultation with the City Administrator, but with the present intention that these Ancillary Projects be ordered in the following groups.

Abernathy Park Improvements
Clemson Park Improvements
Streetscape Improvements

ADDITIONAL PROJECTS

The Chair/President of the Clemson Public Facilities Corporation, if any, in consultation with the City Administrator, may amend, in any respect, the list of Projects and/or Ancillary Projects to include and/or substitute one or more of the following projects and may otherwise amend the list of Projects and/or Ancillary Projects as and if provided in the Base Lease, Purchase and Use Agreement, or Trust Agreement, which Additional Projects, if any, may or may be not be exempt from the Trust Estate depending on whether such Additional Projects are designed as Projects or Ancillary Projects.

None

EXHIBIT B
FORM OF APPROVING RESOLUTION

CITY OF CLEMSON, SOUTH CAROLINA

RESOLUTION R-2025-05

CONFIRMING THE CITY'S PARTICIPATION IN AN INSTALLMENT PURCHASE-TYPE ARRANGEMENT AND PLAN OF FINANCE RELATING TO VARIOUS CAPITAL PROJECTS IN THE CITY; AND OTHER RELATED MATTERS.

WHEREAS, the City Council ("Council") of the City of Clemson, South Carolina ("City") previously enacted Ordinance No. CC-2025-21, on November 18, 2025("Ordinance");

WHEREAS, pursuant to the Ordinance, the City authorized the issuance of general obligation bonds in support of, and provided its consent to, an installment purchase-type arrangement for various capital projects in the City;

WHEREAS, Clemson Public Facilities Corporation, a South Carolina nonprofit corporation ("Corporation") was previously formed solely for the purpose of supporting the governmental mission and certain activities of the City of Clemson, South Carolina ("City");

WHEREAS, the City understands the Corporation desires to assist the City by designing, constructing, installing, renovating, furnishing, equipping, and making various improvements to real property and, in some cases, acquiring real property and/or interests in real property (i) for the items listed as "Projects" in Exhibit A hereto (collectively, "Projects") to be used by the City on real property owned, or to be acquired, by the City ("City Real Property," and, with the Projects, collectively, "Facilities"), (ii) for the items listed as "Ancillary Projects" in Exhibit A hereto, which are certain additional facilities to be used by the City, on real property owned, or to be acquired, by the City, which are exempt from the Trust Estate (as described in the Trust Agreement ("Trust Agreement"), as described in the Resolution adopted by the Corporation on November [], 2025 ("Corporation Resolution") and certain aspects of the Purchase and Use Agreement (as described in the Corporate Resolution) (collectively, "Ancillary Projects"), and (iii) such "Additional Projects," if any, as may be listed in Exhibit A hereto, which projects may or may not be exempt from the Trust Estate and certain aspects of the Purchase and Use Agreement depending on whether such Additional Projects, if any, are designated as "Projects" or "Ancillary Projects," as defined above (collectively, "Additional Projects");

WHEREAS, to provide funds for the payment of the costs of the Projects, the Ancillary Projects, and any, if any, Additional Projects, the City understands the Corporation intends to issue taxable or tax-exempt Installment Purchase Revenue Bonds (City Improvement Projects) in one or more series, with such series and subseries designation as may be appropriate (collectively, "Bonds") under and by the terms of one or more trust agreements (each, a "Trust Agreement") by and between the Corporation and U.S. Bank Trust Company, National Association, as initial trustee (as such trustee may be separate and distinct for each series and/or subseries of Bonds, collectively, "Trustee");

WHEREAS, to effectuate the financing of the Projects, the Ancillary Projects, and any, if any, Additional Projects, the City and the Corporation desire to enter into (i) one or more base lease and conveyance agreement(s) or other similar agreement(s) (each, a "Base Lease"), pursuant to which the City will lease to the Corporation the City Real Property and convey to the Corporation any existing facilities, as may be described in the Base Lease, and (ii) one or more installment purchase and use agreement(s) or other similar agreement(s) (each, a "Purchase and Use Agreement") pursuant to which the City understands the Corporation will make certain improvements and renovations on the City Real Property in the form of the Projects, the Ancillary

Projects, and any, if any, Additional Projects, and the City will then purchase from the Corporation the Facilities and will be entitled to occupy the Projects pending completion of the payment therefor; and

WHEREAS, the Base Lease, and the Purchase and Use Agreement are, collectively, "Financing Documents";

WHEREAS, the City desires to adopt this Resolution approving the Base Lease, the Purchase and Use Agreement, and consenting to the Trust Agreement and the sale, issuance, and delivery of the Bonds (collectively, "Transaction"), pursuant to United States federal law and regulation and the provisions of the Constitution and laws of the State of South Carolina and to satisfy the requirements of Section 22 of the Ordinance;

NOW, THEREFORE, the Council resolves:

ARTICLE I
AUTHORIZATION OF AND CONSENT TO FINANCING DOCUMENTS

SECTION 1.01. *Base Lease and Purchase and Use Agreement*. The City is authorized to enter into the Financing Documents with the Corporation to effect the Transaction and the sale, issuance, and delivery of the Bonds. The Mayor, and the City Administrator, and designees, are each authorized to negotiate and approve the form, terms, and provisions of the Financing Documents on behalf of the City and the Mayor and Municipal Clerk are authorized to execute the Financing Documents on behalf of the City and deliver the same to the Corporation.

SECTION 1.02. *Consent to Trust Agreement*. The Council consents to the Corporation's execution of a Trust Agreement pursuant to which the Corporation will issue the Bonds to effect the Transaction.

SECTION 2.01. *Official Statement.* The City acknowledges and consents to the Corporation's preparation, distribution, and use offering documents (including any amendments or supplements as may be requested, collectively, "Official Statement") prepared in conjunction with the issuance of the Bonds, which may include certain information and data relating to the City, in connection with the offer and sale of the Bonds. After the acceptance of an offer to purchase the Bonds, the City acknowledges and consents to the Corporation's preparation, distribution, and use of a final Official Statement. The Mayor, the City Administrator, and their designees, are each authorized to deem "final" the preliminary Official Statement, and any amendments or supplements, for purposes of S.E.C. Rule 15c2-12. The City approves and consents to the execution and delivery by the Corporation and the Mayor and the City Administrator, or either of them acting alone, of a final Official Statement.

SECTION 2.02. *Bond Sale.* The City acknowledges that the Corporation may engage appropriate professionals to assist the Corporation in arranging for the sale, issuance, placement, and distribution of the Bonds and consents to the Corporation's engagement of those professionals and the execution of documents necessary or desirable to effect the sale, issuance, placement, and distribution, of the Bonds.

SECTION 2.03. *Use of Bond Proceeds*. The City acknowledges that the proceeds of the Bonds, net of original issue discount and premium, and underwriter's discount as provided in any bond purchase agreement, or other similar agreement, between the Corporation and the underwriter/placement agent for the Bonds, shall be applied, as provided in the Trust Agreement, to (i) provide the amounts necessary for the Corporation to lease the City Real Property from the City, (ii) pay the costs of the Facilities, the Ancillary Projects, and any, if any, Additional Projects (including any capitalized interest with respect thereto), (iii) provide for reserve funds, if any, to further secure the Bonds, which provision may be made by surety bond or other financial guaranty, (iv) pay the premium of a municipal bond insurance policy, if any, issued in connection with the Bonds, and (v) pay costs of issuance of the Bonds. The Projects, the Ancillary Projects, and any, if any, Additional Projects.

shall be listed generally in the Official Statement prepared in conjunction with the issuance of the Bonds. The City authorizes each of the Mayor and the City Administrator, and their designees, to work with the Corporation to determine and fix any details of the Bonds and the Projects, Ancillary Projects, and any, if any, Additional Projects, as may be necessary or desirable to effect the Transaction and the sale, issuance, and delivery of the Bonds.

ARTICLE III
GENERAL AUTHORIZATION

SECTION 3.01. General Authorization. The Mayor, the City Administrator, and the Municipal Clerk, and their designees, are each authorized to execute and deliver whatever documents and take whatever actions are necessary or desirable to effect the Transaction, and the intent of this Resolution.

SECTION 3.02. Financing Terms and Professionals. The City consents to the retention by the Corporation of King Kozlarek Root Law LLC, as bond counsel, disclosure, special tax, and issuer's counsel, and waives any conflict with that firm serving in these roles while still serving as the City's attorney, bond, and economic development counsel, in connection with the issuance and sale of the Bonds. The City consents to the retention by the Corporation of First Tryon Advisors, as financial advisor. The City Administrator, and designees, are authorized to hire other professionals, including other financial professionals and legal counsel, as may be necessary or prudent to facilitate the Transaction, and the sale, issuance, and delivery of the Bonds, and the execution and delivery of the Financing Documents.

SECTION 3.04. Section 22 Requirement. This Resolution satisfies the requirements of Section 22 of the Ordinance, including (notwithstanding reference to any other entity in the Ordinance) the final approval of the Corporation as the specific entity contemplated by Section 22 of the Ordinance and being employed to accomplish the City's objectives as contemplated by the Ordinance and as described in this Resolution, acknowledging and accepting the Corporate Resolution, and shall be construed liberally to effect the Council's intent.

SECTION 3.04. Effective Date. This Resolution is immediately effective and no further authorization is required to execute and deliver all documents necessary or desirable to effect the Transaction and the sale, issuance, and delivery of the Bonds.

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

Adopted: November 18, 2025.

CITY OF CLEMSON, SOUTH CAROLINA

____
G. Robert Halfacre, Mayor

[SEAL]
ATTEST:

____
Jeremiah Jackson, Municipal Clerk

EXHIBIT A

LIST OF PROJECTS

The following sites and projects are subject to the Base Lease and the Purchase and Use Agreement, each as described in the Resolution adopted by Clemson Public Facilities Corporation on November 17, 2025, subject to adjustment, as provided in the Base Lease, Purchase and Use Agreement, or Trust Agreement (as described in the Resolution adopted by Clemson Public Facilities Corporation on November 17, 2025), by the Chair/President of the Clemson Public Facilities Corporation, in consultation with the City Administrator, but with the present intention that these Projects be ordered in the following groups.

(new) City Arts Center

LIST OF ANCILLARY PROJECTS

The following sites and projects, which are exempt from the Trust Estate, and which are subject to adjustment, as provided in the Base Lease, Purchase and Use Agreement, or Trust Agreement, by the Chair/President of the Clemson Public Facilities Corporation, in consultation with the City Administrator, but with the present intention that these Ancillary Projects be ordered in the following groups.

Abernathy Park Improvements
Clemson Park Improvements
Streetscape Improvements

ADDITIONAL PROJECTS

The Chair/President of the Clemson Public Facilities Corporation, in consultation with the City Administrator, may amend, in any respect, the list of Projects and/or Ancillary Projects to include and/or substitute one or more of the following projects and may otherwise amend the list of Projects and/or Ancillary Projects as and if provided in the Base Lease, Purchase and Use Agreement, or Trust Agreement, which Additional Projects, if any, may or may be not be exempt from the Trust Estate depending on whether such Additional Projects are designed as Projects or Ancillary Projects.

None

City of Clemson
Agenda Item Request Form

Requested By: Andy Blondeau

Date Submitted: 11/13/2025

Council Meeting Date: 11/18/2025

Type of Request: (check only one)

- ☐ Report/Discussion
- ☒ Policy/Action
- ☐ Executive Session

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

Consider a resolution regarding an Installment Purchase Revenue Bond.

Agenda Item Detail: (expand as necessary for clarification)

This bond will represent approximately $14.5 million of the estimated $24.65 million needed to complete improvements to Abernathy Park, Clemson Park, the College Avenue Streetscape between N. Clemson and Highway 93, and the new Arts Center facility to be located at Nettles Park. The City will use hospitality revenue as the source of repayment.

EXHIBIT B
FORM OF APPROVING RESOLUTION

CITY OF CLEMSON, SOUTH CAROLINA

RESOLUTION R-2025-05

CONFIRMING THE CITY'S PARTICIPATION IN AN INSTALLMENT PURCHASE-TYPE ARRANGEMENT AND PLAN OF FINANCE RELATING TO VARIOUS CAPITAL PROJECTS IN THE CITY; AND OTHER RELATED MATTERS.

WHEREAS, the City Council ("Council") of the City of Clemson, South Carolina ("City") previously enacted Ordinance No. CC-2025-21, on November 18, 2025("Ordinance");

WHEREAS, pursuant to the Ordinance, the City authorized the issuance of general obligation bonds in support of, and provided its consent to, an installment purchase-type arrangement for various capital projects in the City;

WHEREAS, Clemson Public Facilities Corporation, a South Carolina nonprofit corporation ("Corporation") was previously formed solely for the purpose of supporting the governmental mission and certain activities of the City of Clemson, South Carolina ("City");

WHEREAS, the City understands the Corporation desires to assist the City by designing, constructing, installing, renovating, furnishing, equipping, and making various improvements to real property and, in some cases, acquiring real property and/or interests in real property (i) for the items listed as "Projects" in Exhibit A hereto (collectively, "Projects") to be used by the City on real property owned, or to be acquired, by the City ("City Real Property," and, with the Projects, collectively, "Facilities"), (ii) for the items listed as "Ancillary Projects" in Exhibit A hereto, which are certain additional facilities to be used by the City, on real property owned, or to be acquired, by the City, which are exempt from the Trust Estate (as described in the Trust Agreement ("Trust Agreement"), as described in the Resolution adopted by the Corporation on November [], 2025 ("Corporation Resolution") and certain aspects of the Purchase and Use Agreement (as described in the Corporate Resolution) (collectively, "Ancillary Projects"), and (iii) such "Additional Projects," if any, as may be listed in Exhibit A hereto, which projects may or may not be exempt from the Trust Estate and certain aspects of the Purchase and Use Agreement depending on whether such Additional Projects, if any, are designated as "Projects" or "Ancillary Projects," as defined above (collectively, "Additional Projects");

WHEREAS, to provide funds for the payment of the costs of the Projects, the Ancillary Projects, and any, if any, Additional Projects, the City understands the Corporation intends to issue taxable or tax-exempt Installment Purchase Revenue Bonds (City Improvement Projects) in one or more series, with such series and subseries designation as may be appropriate (collectively, "Bonds") under and by the terms of one or more trust agreements (each, a "Trust Agreement") by and between the Corporation and U.S. Bank Trust Company, National Association, as initial trustee (as such trustee may be separate and distinct for each series and/or subseries of Bonds, collectively, "Trustee");

WHEREAS, to effectuate the financing of the Projects, the Ancillary Projects, and any, if any, Additional Projects, the City and the Corporation desire to enter into (i) one or more base lease and conveyance agreement(s) or other similar agreement(s) (each, a "Base Lease"), pursuant to which the City will lease to the Corporation the City Real Property and convey to the Corporation any existing facilities, as may be described in the Base Lease, and (ii) one or more installment purchase and use agreement(s) or other similar agreement(s) (each, a "Purchase and Use Agreement") pursuant to which the City understands the Corporation will make certain improvements and renovations on the City Real Property in the form of the Projects, the Ancillary

Projects, and any, if any, Additional Projects, and the City will then purchase from the Corporation the Facilities and will be entitled to occupy the Projects pending completion of the payment therefor; and

WHEREAS, the Base Lease, and the Purchase and Use Agreement are, collectively, "Financing Documents";

WHEREAS, the City desires to adopt this Resolution approving the Base Lease, the Purchase and Use Agreement, and consenting to the Trust Agreement and the sale, issuance, and delivery of the Bonds (collectively, "Transaction"), pursuant to United States federal law and regulation and the provisions of the Constitution and laws of the State of South Carolina and to satisfy the requirements of Section 22 of the Ordinance;

NOW, THEREFORE, the Council resolves:

ARTICLE I
AUTHORIZATION OF AND CONSENT TO FINANCING DOCUMENTS

SECTION 1.01. *Base Lease and Purchase and Use Agreement*. The City is authorized to enter into the Financing Documents with the Corporation to effect the Transaction and the sale, issuance, and delivery of the Bonds. The Mayor, and the City Administrator, and designees, are each authorized to negotiate and approve the form, terms, and provisions of the Financing Documents on behalf of the City and the Mayor and Municipal Clerk are authorized to execute the Financing Documents on behalf of the City and deliver the same to the Corporation.

SECTION 1.02. *Consent to Trust Agreement*. The Council consents to the Corporation's execution of a Trust Agreement pursuant to which the Corporation will issue the Bonds to effect the Transaction.

SECTION 2.01. *Official Statement.* The City acknowledges and consents to the Corporation's preparation, distribution, and use offering documents (including any amendments or supplements as may be requested, collectively, "Official Statement") prepared in conjunction with the issuance of the Bonds, which may include certain information and data relating to the City, in connection with the offer and sale of the Bonds. After the acceptance of an offer to purchase the Bonds, the City acknowledges and consents to the Corporation's preparation, distribution, and use of a final Official Statement. The Mayor, the City Administrator, and their designees, are each authorized to deem "final" the preliminary Official Statement, and any amendments or supplements, for purposes of S.E.C. Rule 15c2-12. The City approves and consents to the execution and delivery by the Corporation and the Mayor and the City Administrator, or either of them acting alone, of a final Official Statement.

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SECTION 3.04. Effective Date. This Resolution is immediately effective and no further authorization is required to execute and deliver all documents necessary or desirable to effect the Transaction and the sale, issuance, and delivery of the Bonds.

[ONE SIGNATURE PAGE AND ONE EXHIBIT FOLLOW]
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Adopted: November 18, 2025.

CITY OF CLEMSON, SOUTH CAROLINA

____

G. Robert Halfacre, Mayor

[SEAL]
ATTEST:

____

Jeremiah Jackson, Municipal Clerk

EXHIBIT A
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(new) City Arts Center

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None

City of Clemson
Agenda Item Request Form

Requested By: Nathan Hinkle, City Engineer

Date Submitted: 11/12/2025

Council Meeting Date: 11/17/2025

Type of Request: (check only one)

- [ ] Report/Discussion
- [x] Policy/Action
- [ ] Executive Session

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

Consider the Adoption of a Resolution Committing the City of Clemson to the Goal of Zero Traffic Fatalities and Serious Injuries by the Year 2040. This commitment is required by the FHWA SS4A grant and aligns with the "Vision Zero" initiative.

Agenda Item Detail: (expand as necessary for clarification)

The resolution is unchanged from the council meeting discussion.

The proposed resolution establishes the goal of zero zero traffic fatalities and serious injuries by the year 2040. The resolution recognizes traffic deaths as preventable systemic failures and the safety of all road users as a paramount responsibility.

This commitment is part of the joint Safety Action Plan with Clemson University, which is funded by a US Department of Transportation Safe Streets and Roads for All (SS4A) grant, and is a required part of the approved SS4A Action Plan.

If adopted the resolution commits the City and University in the shared goal of zero traffic fatalities by 2040. The Safety Action Plan recommendations will includes, but not limited to:

*Safe Streets Design (e.g., separated bike lanes, traffic calming, improved intersection designs).
*Data-Driven Decision Making to identify high-risk areas.
*Focused Traffic Enforcement on high-risk behaviors like speeding and impaired driving.
*Post-Crash Response and Learning.
*Ongoing Community Engagement.
*Goal setting, Transparency, and Monitoring (e.g., publishing annual fatality counts and progress reports)

CITY OF CLEMSON, SOUTH CAROLINA
RESOLUTION NO. [R-2025-06]

A Resolution Committing the City of Clemson to the Goal of Zero Traffic Fatalities by the Year 2040

WHEREAS, the City of Clemson recognizes that traffic fatalities and serious injuries are preventable and represent a profound loss to our community; and

WHEREAS, the safety of all road users—pedestrians, bicyclists, motor vehicle occupants, and public transit riders—is a paramount responsibility of the City of Clemson; and

WHEREAS, as part of the City of Clemson and Clemson University's Safety Action Plan funded by a US Department of Transportation Safe Streets and Roads for All (SS4A) grant greatly encourages grantees and their leaders to commit to a goal of zero traffic fatalities by a specific year; and

WHEREAS, the City of Clemson has in recent years been interested in adopting the "Vision Zero" initiative, which is similar to SS4A, and

WHEREAS Vision Zero is a data-driven strategy that prioritizes human life and acknowledges that traffic deaths are not inevitable accidents but systemic failures that can be addressed through comprehensive planning and action; and

WHEREAS, achieving zero traffic fatalities requires a multi-faceted approach involving multiple and redundant pillars of the Safe System Approach: safe road users, safe vehicles, safe speeds, safe roads, and post-crash care; and

WHEREAS, the City of Clemson is committed to fostering a culture of safety and continuous improvement in its transportation system;

THEREFORE, BE IT RESOLVED by the City Council of Clemson, South Carolina, that:

- The City of Clemson formally adopts the ambitious but achievable goal of **zero traffic fatalities and serious injuries by the year 2040.**

- The Mayor is hereby directed to develop and present to the City Council, within twelve (12) months of the adoption of this Resolution, a comprehensive **Safety Action Plan** that outlines specific strategies, timelines, and measurable objectives to achieve the stated goal.
- The Safety Action Plan shall include, but not be limited to, recommendations for:
    - **Safe Streets Design:** Prioritizing design elements that inherently reduce speeds and improve visibility of vulnerable road users from vehicular traffic, such as separated bike lanes, more visible and wider crosswalks and sidewalks, traffic calming measures, and improved intersection designs that promote slower turns and greater visibility in areas with potential conflicts.
    - **Data-Driven Decision Making:** Utilizing traffic crash data, public input, and best practices to identify high-risk areas and implement targeted interventions.
    - **Public Awareness and Education:** Launching campaigns to educate residents and visitors on safe driving, walking, and cycling behaviors, and the importance of traffic safety.
    - **Focused Traffic Enforcement:** Focusing traffic enforcement on behaviors that contribute to serious injury crashes, such as speeding and impaired driving.
    - **Post-Crash Response and Learning:** Enhancing emergency response and utilizing crash investigations to inform future safety improvements.
    - **Ongoing Community Engagement:** Actively involving residents, businesses, and stakeholders in the planning and implementation process to ensure the plan reflects community needs and priorities.
    - **Goal setting, Transparency, and Monitoring:** Publishing each calendar year's traffic fatality count at least once per year in a public place (such as the City's website) to create

the accountability and awareness needed to move the traffic fatality count toward zero, monitoring its progress through an annual public process, and tasking staff or a consultant at least periodically to recommend steps to move the needle toward zero.

- The City Council commits to allocating necessary resources, as may be feasible within budgetary constraints, to support the implementation of the Safety Action Plan.
- The City Council shall receive annual progress reports on the Safety initiative, reviewing key performance indicators and making adjustments to the Safety Action Plan as necessary to ensure progress towards the 2040 goal.
- This Resolution shall take effect immediately upon its adoption.

ADOPTED this 18th day of November, 2025, by the City Council of Clemson, South Carolina.

Adopted: November 18, 2025.

CITY OF CLEMSON, SOUTH CAROLINA

____
G. Robert Halfacre, Mayor

[SEAL]
ATTEST:

____
Jeremiah Jackson, Municipal Clerk

City of Clemson
Agenda Item Request Form

Requested By: Council Member Sherrill

Date Submitted: 11/13/2025

Council Meeting Date: 11/18/2025

Type of Request: (check only one)

- [ ] Report/Discussion
- [x] Policy/Action
- [ ] Executive Session

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

Consider a naming rights policy.

Agenda Item Detail: (expand as necessary for clarification)

The draft policy is intended to establish a clear, consistent, and equitable framework for naming public assets while ensuring the names used reflect the city's identity, history, and significance of the honoree. Two changes were made since Council discussed this policy on November 3rd. The changes includes simplified language for rescinding previously approved requests. Staff also removed the signature requirement for verification of community support. Signatures can be included but are not the only metric considered for community support.

PURPOSE

The City of Clemson naming rights policy outlines the process and criteria for naming or renaming city-owned facilities, properties, or amenities. This policy includes guidelines for recognizing individuals, organizations, or events that have made significant contributions to the community, and may involve financial contributions or other forms of support for the City.

RESPONSIBILITY

- A Naming Rights and Recognition Review Committee as assigned by the City Administrator, shall oversee the proposals and requests for naming and renaming of city facilities, property, events or locations. The Committee will coordinate the review of proposals and requests and then process them based upon this policy and guidelines
- Upon review and consideration by the Naming Rights and Review 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.

APPLICATION GUIDELINES

These 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. Requests should contain the following information:

- The proposed name (individual facility, property, or amenity)
- Written documentation explaining the reasoning for the proposed name.
- Map indicating the location,
- For renaming proposals, a clear justification for changing established name.
- Verification of community support from Clemson Residents.
- Documentation of the person's significance, community standing, and reputation within the City, State or Nation (e.g.newspaper clippings, articles, awards, etc.)
- For proposals to name or rename historical events, persons, or places, include research and historical documentation validating its historical, cultural, or social significance, and its relationship to the facility, property, or amenity.

TIMELINE FOR CONSIDERATION

Requests will be reviewed in order of acceptance. Additional information may be requested. Council will consider requests annually at the first meeting of the fiscal year.

CONSIDERATION PRINICPLES

The following general principles will be considered, collectively or individually, when evaluating a proposal name.

- Appropriateness for the facility, property, event or location.
- Historical, cultural, or social significance demonstrating continued importance to the city

- Public support.
- Prevention of undue commercialization of the facility, property, event or location.
- Assurance that the facility, amenity, event or location is within city limits and that the city has the authority, or ability to obtain the authority, to recognize the name.
- Consistency with the city's mission and values.
- Possession of a strong positive image that will stand the test of time.

NAMING FOR MAJOR GIFTS/DONATIONS

The City may consider naming or renaming a facility, property, or amenity in honor of or at the request of a donor who makes a significant gift or contribution that adds considerable value to the City. The City reserves the right to assign a designated value for exclusive naming rights. Guidelines for considering naming or renaming city amenities include one or more of the following:

- Land for the majority of the project (building, facility, park, trail, etc.) deeded to the City
- 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 an endowment for the continued maintenance and or programming of the amenity.

Additionally, donors seeking naming rights must meet the general principles either collectively or individually listed under "CONSIDERATION" (either collectively or individually).

RESCIND AND REMOVAL

The duration of naming rights will align with the facility, property, event, or location's useful life and current purpose. The City Council will review the relevance and continuation of the named asset and make a determination, potentially appointing designee to review renewal requests. The City Council reserves the right to rescind or remove previously approved recognitions.

RENEWAL

The duration of naming rights will align with the facility, property, event, or location's useful life and current purpose. The City Council will review the relevance and continuation of the named asset and make a determination, potentially appointing a designee to review renewal requests.

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 involved in the following activities or under the following circumstances:

- The applicant seeks to secure a contract, permit or lease.
- The applicant seeks to impose conditions inconsistent with the City of Clemson's mission, values and policies.
- Any applicant not in good financial standing with the City.
- Any applicant that manufactures, advertises or sells illegal products or services.

- Any applicant convicted of a felony or any offense involving acts of moral turpitude.
- Any applicant currently in litigation with the City of Clemson.
- Any situation where participation, in the opinion of the City of Clemson, would create the appearance of impropriety.

MINOR ITEMS
For miscellaneous, smaller items as bricks, trees, benches, and similar items under $1,000, donor or honorary names may be applied with the approval of the City Administrator.

City of Clemson
Agenda Item Request Form

Requested By: Rebekah Wilbanks, Parking Services Manager

Date Submitted: 11/12/2025

Council Meeting Date: 11/18/2025

Type of Request: (check only one)

- [ ] Report/Discussion
- [x] Policy/Action
- [ ] Executive Session

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

Consider awarding contract for the 2025 Comprehensive Parking Study to Walker Consultants.

Agenda Item Detail: (expand as necessary for clarification)

In the FY 2026 Budget, City Council approved a Comprehensive Parking Study of the Downtown District.

An advertisement for the Parking Study was published on August 7, 2025. All submissions were reviewed on August 28, 2025.

The new selection committee reviewed five bid submissions and selected three consultants for interviews, and the committee selected Walker Consultants. These were conducted interviews the week of October 27, 2025. City Council approved entering negotiations with Walker Consultants on November 3, 2025

The contract price is $74,985.00 (page 9).

3545 Whitehall Park Drive, Suite 425
Charlotte, NC 28273
704.247.6230

November 12, 2025

Rebekah Wilbanks
Office Manager
Planning and Development
Parking Services
1250 Tiger Boulevard
Clemson, SC 29631

Re: *Proposal for Planning Services*
2025 Clemson Comprehensive Parking Study
Clemson, SC, 29631

Dear Rebekah:

Your need for a comprehensive parking study aligns with our expertise in parking and mobility planning services, and we are excited about the opportunity to address your concerns. This proposal outlines Walker Consultants' understanding of the project, including our scope of services, schedule, fee, and the conditions of agreement.

Our team appreciates the opportunity to provide this proposal to the City of Clemson.

Project Understanding

As a result of ongoing development progress and population growth, the City of Clemson (the City) seeks the services of a qualified municipal parking and mobility consultant to conduct a comprehensive parking study with the goal of effectively maximizing existing and future public parking availability and utilization within its downtown corridors. The Walker Team believes this effort will result in the development of a unified and coordinated parking plan. We understand the objectives of the 2025 Clemson Comprehensive Parking Study should include:

- A visual and tabular accountability of current on-street and off-street public and private parking assets with hot spots of parking inventory deficit and surplus.
- An evaluation of future parking demand based on new and projected zoning development.
- The receipt of valuable community feedback resulting from in-person stakeholder meetings and virtual surveys from key stakeholder groups and elected officials.
- A comparison evaluation of the City's existing parking fees and violation structure compared to other regional municipalities.
- An evaluation of the City's current parking enforcement plans and actions with identified findings and recommendations for improvement.

- An evaluation of the City's parking signage and wayfinding within the study corridor, with identified findings and recommendations for improvement.

The majority of Walker's municipal clients engage in long-term master planning. While some of these plans incorporate elements such as parking, pedestrian circulation, or traffic planning, few of these master plans include a truly comprehensive parking plan. The team's focus is to promote a "smart" parking plan as part of a comprehensive strategy. Such a plan presents strategies that lead to improved access and mobility for the entire community, supporting the City's future needs.

The Walker Team has developed a task-oriented project approach to assist the City of Clemson in creating a unified and coordinated comprehensive parking plan.

Scope of Services

The Walker Team's proposed approach to this project will be organized around the City's objectives that may be generally organized into the following key elements:

- **Parking Utilization Observations and Analysis:** Walker's subconsultant, Bolten & Menk, Inc., will inventory existing parking spaces within the study area, documenting the facility's name and location, capacity, user assignments and restrictions, rates, access and revenue controls, and usage during peak hours. Existing parking supply/demand conditions are determined by comparing an adjusted portion of parking capacity, allowing for user maneuvers, to the observed utilization. If needed, we do adjust for seasonality.
- **Existing and Future Parking Conditions, Needs, and Recommendations:** Walker's subconsultant, Bolton & Menk, Inc., will also document an inventory of proposed future development projects through a collaborative Walker Team/City Review Team effort. Future parking demand will then be projected based on the proposed development activity and compared against the projected parking supply using a parking supply/demand model created for this project.
- **Stakeholder Input:** See the subsequent section for an in-depth explanation of our proposed stakeholder input program.
- **Review and Recommendations for Parking Management Strategies:** Using the results of the parking supply/demand analysis and a review of parking policies and procedures, we will establish recommendations for parking management strategies, with an eye toward coordinating both on- and off-street parking inventories, which support economic development, resident, and retail parking needs. Specifically, we will evaluate the potential for parking rates, time restrictions, user assignments, enforcement days and hours, the use of parking technologies, parking citation rates, and parking enforcement policies and practices.
- **Improved Parking Experience:** Specific recommendations will be created to improve the parking level of service. This will include consideration of walking distances, enhancements to parking facility wayfinding, the use of technology, and coordinated policies and programs that improve the user experience and encourage consumer behavioral modifications when appropriate.
- **Final Deliverable, Implementation Plan, and Cost Estimates:** The implementation plan includes a "to-do" list for the City, a schedule for plan implementation, an assessment of implementation priorities, the projected monetary impact on revenues and/or expenses, and a financial plan that the City can implement to fund parking-related improvements.

Task 1: Project Structure and Work Plan

1.1: Project Structure and Work Plan Objective

Upon contract award, the Walker Team will prepare a detailed work plan with an achievable timeline for completing the project by December 2026. To understand and monitor our proposed timeline, we will develop a calendar Gantt chart to visually project tasks and deadlines, which we will reference as project milestones. Typically, our comprehensive municipal parking studies have a runtime of 120 to 180 days and are dependent on timely feedback and interaction with the municipal project team's availability and involvement. Most importantly, we recognize the importance of allocating sufficient time to capture appropriate seasonal activity, stakeholder input, and the presentation of draft recommendations before final recommendations and action plans are delivered.

1.1: Project Structure and Work Plan Deliverable

Upon project award and prior to the initial project kickoff meeting, the Walker Team will prepare a draft project work plan. The plan will include a schedule showing proposed calendar run dates for each task, including scheduled progress calls with the City's Review Team and deliverable dates for the materials within each task. The development and delivery of the project work plan will serve as our initial deliverable and first milestone for the 2025 Clemson Comprehensive Parking Study.

Task 2: Project Management and Coordination

2.1: Project Management Objective

The City of Clemson is seeking a creative approach that will result in a comprehensive outline of the current and future challenges facing the study corridors, a judicious overview of possible options and alternatives, and an inventory of innovative projects and solutions. The successful proposal will describe in detail the following components of the planning approach.

- The methodology for identifying issues and challenges, vision, goals, and a clear and concise delineation.
- A process for involving the City's Review Team and other participants in defining challenges, solutions, and potential projects.
- A strategy for prioritizing projects and solutions.
- A means of achieving consensus and presenting the strategy for a formal review by the CRT.

2.1: Project Management Deliverable

The Walker Team will manage and coordinate with the City's Review Team, engaging stakeholders throughout all phases of the project life cycle. Close coordination with the internal project team is essential to reviewing progress, maintaining project efficiency and schedule, and ensuring desired outcomes. Initially, we will collaborate with the core project team to establish the communication and coordination protocols. We aim to be fully transparent, available, collaborative, and communicative. We look forward to bringing our experience and expertise to the City as a trusted partner, working with stakeholders to deliver implementable and valuable project outcomes.

Communication With the City's Review Team

Walker has established an effective communication system to ensure that needed information is transmitted, received, logged, and acted upon in a timely manner. Communications between Walker and the City's Review Team will be in the form of:

- Telephone and Video Communication, followed up by a "Project Memorandum " of all essential conversations.
- Project Memorandum
- Letters
- Reports
- Meeting Minutes
- E-mail

The Walker Team will establish regular communication and project progress check-ins. These calls may initially occur every week as the project gets underway and the request for information is shared between the parties; however, we anticipate these meetings shifting to a bi-weekly schedule shortly, thereafter, continuing throughout the remainder of the project.

2.2: Project Coordination Objective

Walker's Project Manager (PM) will be responsible for assuring that services provided by the Walker Team meet the requirements of the project contract. This will be accomplished by making periodic checks during the various tasks of the project to ensure proper coordination between the specialists. The specialists' ability to respond to project needs, capability to supply information in a timely manner, and responsiveness to the project schedule will all be evaluated by the PM. Corrective measures will be taken as necessary to ensure that all project tasks are within budget and on schedule.

All work generated by the specialist will be reviewed by Walker's PM for reasonable completeness, accuracy, and conformance to the project requirements and intent prior to submission to the City's Review Team during the various tasks. Acceptable work will be submitted to the City's Review Team for review, while unacceptable work will be rejected and sent back to the specialist with a list of concerns and a nonconformance explanation.

Walker's PM is responsible for understanding your needs, the project scope of services, and distributing all materials to the project team. The PM will schedule periodic meetings where all key personnel will be required to be present. The PM will be responsible for coordinating meetings to confirm the understanding of all team members on the following items:

- Project goal
- Schedule
- Project needs
- Information required to complete particular tasks
- Coordination of work completed to date
- Budget issues
- Consistency with the quality of the product

The PM will notify the project team when progress submissions are due to the City's Review Team. The project team will be notified of the submission well in advance of the due date to allow time to transmit and review comments. The PM is to confirm that the study is reviewed periodically by the Principal-in-Charge, as required to ensure the production of a quality product. The PM will also validate that the project is staffed as required to meet the project's deadlines while producing a quality product. The PM will also schedule periodic meetings to coordinate the project and exchange information.

2.2: Project Coordination Deliverable

The ongoing project management and coordination effort will serve as our second milestone for the 2025 Clemson Comprehensive Parking Study.

Task 3: Study Corridor Review, Parking Inventory, Parking Usage, Surveys, and Observations

3.1: Study Corridor Review Objective

Prior to beginning fieldwork, the Walker Team will review the proposed study area to identify the number of properties (parcels), current land use, the number of existing parking facilities, and the anticipated total number of parking spaces. Parcels will be grouped into blocks or clusters that would be reasonable for shared parking calculations. The formatted database will be shared with the City's Review Team for a quality control review. Special attention will be given to parcel-level details for parking, including the current land use classification, public or private ownership, and the number of parking spaces by user type (accessibility, loading, reserved, time-restricted, unreserved, or other). The accuracy of this information will improve the efficiency of parking occupancy counts and the future parking demand projections by parcel, block, and district.

Working closely with the City's Review Team, we will select the most appropriate dates for fieldwork, incorporating your desire to collect parking occupancy counts under the following different conditions:

- Two (2) typical weekday sessions (Tuesday-Thursday) between January and February, 2026, and
- One (1) Sunday count of the Keith Street parking deck and vicinity parking lots.

We've agreed to a modified approach to data collection that focuses on weekday parking. We see this typical time as an important set of conditions because it represents periods when current parking regulations for street parking are in effect. Although the City implemented paid parking earlier in 2025, it is only in effect during normal weekday business hours. It is essential to understand how these regulations impact parking behavior compared to when parking is free of charge and time limits are in place. We will work with the City to develop an exact schedule, but our proposed fee assumes a combination of parking times with a tradeoff from the conditions described in the RFQ.

3.1: Study Corridor Review Deliverable

Our fieldwork team will document the current parking supply and usage (occupancy) for both private and public parking facilities. We intend to capture typical weekday activity and a typical Sunday, and we will collect parking data in selected time blocks for the entire study area. Outside of parking occupancy periods, our fieldwork team will review the current signage and wayfinding within the public rights-of-way of the project study area. We will obtain photographs of current deficiencies and inconsistencies and identify potential recommendations for enhancements of signage and curbside on-street parking management.

As multimodal planners and engineers, we will similarly identify opportunities to improve pedestrian safety, visibility, and accessibility along the public roadways in this study area. This includes the condition of pedestrian assets and the overall condition of streets and utility infrastructure, noting where potential maintenance or repair needs may impact the dynamics of the parking system.

In addition to this collected inventory information, we will also analyze and document the relationship between parking and study area land uses, noting not only the degree to which parking is used, but also what industry best-practice knowledge would expect usage patterns to be. This comparison is important because it enables our team to understand where and how parking may be active in relation to downtown's land uses. Given the close proximity of the university campus, we anticipate that parking usage patterns may not always align with the land use profile of the study area. There is likely spillover parking in downtown Clemson parking spaces that serve users with campus destinations. Our team will use collected land use information to estimate future parking needs based on downtown's land uses, and to the extent that it is available, understand how any changes to the north end of the university campus might also affect this dynamic.

The development and delivery of the study corridor review will serve as our first milestone under Task 3 for the 2025 Clemson Comprehensive Parking Study.

3.2: Survey and Stakeholder Meetings Objective

Collaboration means that stakeholders are partners in this work. We believe in interactive, tangible outreach methods that encourage people to think, learn, and—most importantly—contribute valuable insights to the project. Our methodology for community participation is guided by two principles. First, a good study that is not accepted by stakeholders is of no use. In this age of actively involved citizens and stakeholders, participation and "buy-in" with the study process are not only the right thing to do but also crucial to accomplishing results.
Our experience is that parking is an emotional issue. For the public, we believe that many parking policy solutions are counterintuitive and that many popular policies result in unintended consequences. We therefore embark on a process to educate the public in tandem with the public educating us. We take pride in the results that we have achieved by deepening the public's understanding of the issues and the solutions.

The stakeholders, interests, and constituencies related to parking policies are significant because the potential impacts and benefits of parking policy adjustments are also significant. We envision and propose a process that will foster two-way communication, engage these stakeholders, and garner buy-in and support for parking policy adjustments by listening to and responding to the needs of a broad base of constituents for the study.
At a minimum, the City requests that the selected consultant team conduct in-person stakeholder group meetings with downtown property owners and elected City officials and coordinate the distribution of virtual surveys for all parking system users and non-users.

3.2: Survey and Stakeholder Meetings Deliverable

With input from the City Review Team, the Walker Team will develop and conduct an internet-based survey questionnaire intended to reach both users and non-users of the parking system. The purpose of this questionnaire is to determine the parking habits of users and non-users, and gauge their attitudes toward issues such as walking distances, parking preferences, rates, availability, and reasons for avoiding downtown. The Walker Team would host the electronic survey, and the city would distribute internet links to the approved survey via email and/or advertise publicly. An internet link to the survey form can also be posted to your website.

Together with the City's Review Team, the Walker Team will identify and schedule the appropriate stakeholder groups for in-person meetings. We understand the City is primarily interested in conducting a stakeholder intake session with the downtown merchants and business property owners. Upon completion of this stakeholder meeting(s) and the results of the virtual survey, a written summary will be provided for the City's Review Team and included in the final deliverable. Our intent will then be to incorporate these findings into a range of potential recommendations for hosting an elected City officials workshop. We understand that the initial data gathering and early observations will be instrumental in aligning final priorities and recommendations with the intentions of elected officials. The development and delivery of the survey, stakeholder meetings, and City official workshop will serve as our second milestone under Task 3 for the 2025 Clemson Comprehensive Parking Study.

3.3: Minimum Required Observations Objective

There is no substitute for being in the field and experiencing firsthand how a municipal parking system operates. In the task, peak activity conditions will be accompanied by multiple days of field observations, including an on-site visit to document parking system conditions and develop the basis for initial recommendations.

Our own observations are also critical to the process. We will note field conditions to understand existing parking conditions, opportunities for improvement, and constraints. This field data provides qualitative information that is essential for an objective analysis, giving the community the information it needs to make informed decisions. The field data is combined with input from stakeholders and our experience with hundreds of other municipal assignments. This enables the team to craft a sound, objective, and sensitive plan for local conditions.

3.3: Minimum Required Observations Deliverable

At a minimum, the City requests that the selected consultant team observe three (3) Clemson University home football games between Thursday and Monday and two (2) Keith Street Parking Deck and surrounding areas on Sunday. Upon contract award, the Walker Team will meet with the City Review Team to determine the preferred home football games and Sunday observations in the Keth Street parking deck area. Upon completion of the observations, a written summary will be provided for the City's Review Team and included in the final deliverable. The development and delivery of the minimum required observations will serve as our third and final milestone under Task 3 for the 2025 Clemson Comprehensive Parking Study.

Task 4: Parking Fee & Violation, Signage and Wayfinding, Enforcement Review/Recommendations

4.1: Parking Fee and Violation Review Objective

A review of parking fee policies and violation practices involves an objective examination of the rules governing parking and the activities the City employs to enforce these rules. The goal of this task is to provide a professional outsider's perspective, aiming to help the City optimize its parking system and service offerings. To succeed in meeting this goal, we consider stakeholder input, historical policies and practices, the character of the City, and the City's organizational structure with respect to its parking operations, which will help develop a parking management plan that suggests opportunities for improvement. This task is intended to answer a myriad of questions regarding parking policies and practices, including the following:

- Are parking rates working effectively?
- What should the relationship be between on- and off-street parking rates?
- Is the City's zoning ordinance supporting economic development and protecting property owners' rights? Is it minimizing waste and promoting sustainability?
- Is the City's parking utility staffed appropriately?
- Are parking citation rates achieving their intended purpose?
- Is the City writing an appropriate number of tickets in support of its overall objectives?
- Are parking enforcement days and hours supportive of the needs of the community?
- Are parking spaces turning over at desirable rates?
- Are there effective strategies in place to keep long-term parking patrons out of short-term spaces?
- Is technology being used effectively in support of customer service? Are there technologies that could be cost-effectively employed to provide patrons with additional and more convenient options? If so, what are these?
- How can the City's parking operation be the best it can be?

4.1: Parking Fee and Violation Review Deliverable

The Walker Team will review the City's existing parking fee and parking violation structure and compare the program with those of proximate cities (within a 10-mile radius) and cities within a 100-mile radius of Clemson. We recognize that cities within a 10-mile proximate radius of the City of Clemson may be limited to smaller communities and towns; however, extending the radius to within 100 miles of the City offers a much wider range of comparable options, including cities in North Carolina and Georgia.

Upon contract award, the Walker Team will meet with the City Review Team to determine the preferred cities to review for comparison purposes. Upon completion of the review, a written comparison summary will be provided for the City's Review Team and included in the final deliverable. The development and delivery of the parking fee and violation review will serve as our first milestone under Task 4 for the 2025 Clemson Comprehensive Parking Study.

4.2: Signage and Wayfinding Review Objective

An adequate review of the signage and wayfinding elements within the study corridor involves an independent quantitative and qualitative baseline assessment of the existing program's characteristics. Such an assessment will provide critical information upon which subsequent recommendations will be built. The results of the existing conditions analysis will inform the City's Review Team about the actual conditions and opportunities as observed through our unbiased observations and perceptions. They may either confirm or challenge perceptions of navigating the wayfinding visuals in the study corridor.

To meet this objective, the Walker Team will conduct a field visit to familiarize ourselves with the locations of the existing wayfinding signs in the study corridor. Documenting these efforts will help the Walker Team develop a working knowledge of various travel modes and how people navigate the corridor, which will inform the development of elements of the wayfinding program.

4.2: Signage and Wayfinding Review Deliverable

The Walker Team will observe and provide a qualitative analysis of the mobility patterns of different user groups in the study corridor. We will assess the effectiveness of the current wayfinding system in promoting the study corridor's activity centers and amenities. We will then prepare and issue a detailed wayfinding and signage draft review document (in PDF format) for the City's Review Team to review and provide comments. Upon receipt of feedback and discussion from the City's Review Team, the Walker Team will develop a set of conceptual designs and locations for a system of signs that effectively communicate appropriate messaging and visual information to the different user groups in the study corridor. The development and delivery of the signage and wayfinding design concept recommendations will serve as our second milestone under Task 4 for the 2025 Clemson Comprehensive Parking Study.

4.3: Parking Enforcement Review Objective

A comprehensive review of a municipality's parking enforcement program should be included as part of an organization's recurring strategic plan review and update. If for no other reason, we recommend this best practice to ensure efficient use of resources, compliance and safety, adaptability, and sustainability. Most notably, we support the need to make data-driven decisions by analyzing data collected from enforcement activities, enabling municipal organizations to make informed decisions regarding parking policies, zoning, and infrastructure needs. The Walker Team will meet with the City's enforcement team to learn of enforcement goals, objectives, and daily responsibilities. We anticipate spending time in the field to understand challenges and opportunities as directly experienced by a typical enforcement officer shift.

4.3: Parking Enforcement Review Deliverable

Upon completion of interacting with the City's enforcement team, the Walker Team will develop an analysis of strengths, weaknesses, opportunities, and threats to the officers and the organization. As part of this analysis, we will factor in considerations on public perception, technology integration, and consumer compliance through fine issuance practices. Our resulting effort will produce a written summary of our interaction with the enforcement team. The development and delivery of the parking enforcement review recommendations will serve as our third and final milestone under Task 4 for the 2025 Clemson Comprehensive Parking Study.

Task 5: Deliverables

While there will be some interim deliverables (e.g., preliminary findings, parking supply/demand measurements, and projections), the key deliverable from this study will be a full report of all findings, conclusions, and recommendations. Task 3 deliverables are scheduled to support the current findings, opinions, and observations related to the existing conditions in the study corridor and can help inform decisions about the state of parking and mobility conditions.

Task 4 deliverables will involve a deeper review of parking policies and strategies to meet the City's master planning needs and growth projections over a multi-year planning horizon, while recommending enhancements to city programs and support services that are financially and environmentally sound and offer community members high-quality experiences and connectivity.

The final report will be created and delivered upon receipt of the City's Review Team's feedback and comments, followed by a presentation in which we will present our findings, answer questions, and discuss potential next steps.

Schedule

The Walker Team is prepared to commence services upon receipt of written authorization to proceed. Walker's team will work with the City's Project Review Team to complete the project within the negotiated timeframe. We anticipate this work will require up to four months to complete the combined tasks described in the scope of services.

Professional Fee

The Walker Team proposes completing the Scope of Services contained herein in accordance with the enclosed General Conditions of Agreement for Consulting Services for a lump sum fee of ***Seventy-Four Thousand, Nine Hundred and Eighty-Five Dollars ($74,985)***, including reimbursable expenses, as described in the following exhibit.

Task		Proposed Fee
1.	Project Structure and Work Plan	$1,200
2.	Project Management and Coordination	$4,800
3.	Study Corridor Review, Parking Inventory, Parking Usage, Surveys, and Observations	$37,365
4.	Parking Fee and Violation, Signage and Wayfinding, Enforcement Review/Recommendations	$25,830
5.	Deliverables	$5,790
Total Lump Sum Fee Proposed		**$74,985**

Walker Consultants is committed to supporting the success of your project. We eagerly await your response and look forward to working together.

Sincerely,

WALKER CONSULTANTS

Jim Corbett
Director of Municipal Planning and Operational Services
813/707-4233
jcorbett@walkerconsultants.com

Enclosures General Conditions of Agreement for Consulting Services

Authorization

Trusting that this meets with your approval, we ask that you sign in the space below to acknowledge your acceptance of the terms contained herein, and to confirm your authorization for us to proceed. Please return one signed original of this agreement for our records.

City of Clemson

Authorized Signature ______________________________

Printed Name ______________________________

Title ______________________________

Date ______________________________

WALKER CONSULTANTS

3545 Whitehall Park Drive, Suite 425
Charlotte, NC 28273
704.247.6230

General Conditions of Agreement for Consulting Services

Services

Walker Consultants ("Walker") will provide the City of Clemson professional services that are limited to the work described in the attached letter (the "services"). Any additional services requested will be provided at our standard hourly rates or for a mutually agreed lump sum fee. The services are provided solely in accordance with written information and documents supplied by the City of Clemson and are limited to and furnished solely for the specific use disclosed to us in writing by the City of Clemson. No third-party beneficiary is contemplated.

Payment for Services

Monthly Invoices

Walker will submit monthly invoices based on work completed. Payment is due upon receipt of invoice. If for any reason the City of Clemson does not pay Walker within thirty (30) days of date of invoice, Walker may, at its option, suspend or withhold services. The City of Clemson agrees to pay Walker a monthly late charge of one and one-half percent (1.5%) per month of any unpaid balance of the invoice.

Payment Method

Walker's preferred method of payment is ACH. All payments should be made electronically to:

Truist Bank
ABA Routing Number **021052053**
Credit to the account of - Walker Consultants
Account Number **79592337**

Period of Service

In the event that no contract administration phase services are to be provided by Walker, services shall be completed the earlier of (1) the date when final documents are accepted by the City of Clemson or (2) thirty days after final documents are delivered to the City of Clemson. If contract administration phase services are provided by Walker, services shall be complete upon the earlier of (1) the time of approval by Walker of final payment to the contractor or (2) thirty (30) days after completion of the work designed by Walker.

Standard of Care

Walker will perform the services in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time and in the same or similar locality. Walker makes no warranty, express or implied, as to its professional services under this agreement.

Any estimates or projections provided by Walker will be premised in part upon assumptions provided by the City of Clemson. Walker will not independently investigate the accuracy of the assumptions. Because of the inherent uncertainty and probable variation of the assumptions, actual results will vary from estimated or projected results and such variations may be material. As such, Walker makes no warranty or representation, express or implied, as to the accuracy of the estimates or projections.

Limitation of Liability

To the maximum extent permitted by law, the City of Clemson agrees to limit Walker's liability for the City of Clemson's damages to the sum of $50,000 or Walker's fee, whichever is greater. This limitation shall apply regardless of the cause of action or legal theory pled or asserted.

Ownership of Documents

Walker shall retain ownership of all reports, drawings, plans, specifications, electronic files, field data, notes, calculations, and other documents and instruments prepared by Walker as instruments of service. Walker shall retain all common law, statutory, and other reserved rights, including, without limitation, all copyrights thereto. Any use for modifications or extensions of this work, for new projects, or for completion of this project by others without Walker's written consent will be at the City of Clemson's sole risk.

Consequential Damages

The City of Clemson and Walker waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement.

Dispute Resolution

This Agreement shall be governed by the laws of the Commonwealth, District, or State of the office performing Walker's services. In addition to, and as a condition precedent to litigation, the City of Clemson and Walker shall endeavor to resolve claims, disputes, and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation.

The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the locality of the Walker office performing services under this Agreement.

Non-Solicitation Clause

The City of Clemson agrees that it will not directly or indirectly solicit for employment any Walker employee providing services on behalf of Client for a period of two years after the date of this agreement. Client agrees that a breach of this provision would have material and adverse impacts on Walker's business and Client therefore agrees to pay Walker an amount equal to two times the annual salary of any employee of Walker who accepts a position with Client within such two-year period, in addition to all other rights and remedies available to Walker.

Proprietary Information

The information contained in this proposal is confidential, privileged, and only for the City of Clemson and may not be shared, published, or redistributed without prior written permission from Walker Consultants.

Assignment

The City of Clemson and Walker agree that neither party shall transfer, sublet, or assign any rights or duties under this agreement, including but not limited to monies that are due or monies that may become due, without the prior written consent of the other party. Subcontracting to subconsultants, normally contemplated by Walker as a generally accepted business practice, shall not be considered an assignment for the purposes of this agreement.