

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_12_15AGENDA.PDF](#)

3. Meeting Materials

Documents:

[2025_12_01MINUTES.PDF](#)
[2025_12_15SCORF.PDF](#)
[2025_12_15FENCE.PDF](#)
[2025_12_15PARKING.PDF](#)
[2025_12_15METERS.PDF](#)
[2025_12_15STREETSCAPE.PDF](#)
[2025_12_15ARTS.PDF](#)



CITY OF Clemson SOUTH CAROLINA

Agenda, Clemson City Council
December 15th, 2025
Council Chamber, Clemson City Hall

6:30 PM Call to Order: Regular Council Meeting

Invocation and Pledge of Allegiance: Council Member Sherrill

Proclamation: Benjie McGill's 45 Years of Service

Arbor Day

Oath of Office: Police Officers

Public Session: (3-minute limit per speaker)

Approval of Minutes: December 1st, 2025

Reports/Discussion (2-minute limit per speaker)

- a. Discuss a contract with Favor Upstate for opioid recovery services. – Police Chief Jorge Campos
- b. Discuss allowing the Old Stone Church & Cemetery Association, Inc to install a stacked wood fence on the ROW of US 76 & Stone Circle. – City Engineer Nathan Hinkle
- c. Staff Reports

Policy Action (2-minute limit per speaker)

Ordinances

- a. Consider 1st reading of an Ordinance to amend Chapter 18 (Traffic), Section 18-34 (Metered and Leased Parking). – City Administrator Andy Blondeau

Other Policy Items

- a. Declare surplus and approve of the disposal of surplus water meters from the AMI change-out project. – Interim Director of Utilities Dusty Hayes
- b. Consider awarding the College Ave. Phase 1A Streetscape improvements contract in the amount of \$1,777,394.50 to Trae's Clearing & Grading with a contingency of \$300,000.00. – City Engineer Nathan Hinkle
- c. Consider authorizing the City Engineer to enter into negotiations with Thompson and Turner for pre-construction services for the Arts Center. – City Engineer Nathan Hinkle

Mayor-Council reports/comments/new business

Adjourn

**Regular Council Meeting
December 1st, 2025
Council Chamber-Clemson City Hall**

5:30 PM Public Hearing: Draft 2045 Comprehensive Plan (Postponed to 1/12/26) due to presenter travel issues.

Call to Order: Mayor Robert Halfacre at 5:30 p.m.

Invocation and Pledge of Allegiance: Council Member Evans

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

Absent: Council Member Smith

Notification emailed: November 25, 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.

Recognition: 10U Boys Soccer team - State Runner-Up, 12U Girls Soccer team - State Runner-Up, 17U Girls Volleyball team State Champions

Oath of Office: Ministerial Clerk of Court Hannah Burton

Public Session: Mayor Pro Tem Scott presiding. Stephanie Platt, 103 Mountain View Lane, regarding a tree lighting ceremony, Black Friday parking, and meeting times. Rupert McGinty, 206 N Clemson Avenue, regarding 398 College Avenue.

Approval of Minutes: Minutes from the Regular Council Meeting November 18, 2025 were approved as presented.

Reports/Discussion

Discuss the Draft 2045 Comprehensive Plan. Mayor Halfacre noted that this item was postponed to 1/12/26 due to presenter travel issues.

Discuss disposal of surplus water meters. Interim Director of Utilities Dusty Hayes presented that we are 75% through the water meter change out process the old meters are now surplus and taking up space. There are 6,500 brass meters and 3,500 IPERL meters. If City Council approves, the old meters will then be posted on Govdeals for sale since they are over \$10,000 in value.

Staff Reports

City Administrator Andy Blondeau: Tomorrow night is the City's Christmas parade. January 5 at 5:30 is the Abernathy Park presentation. City Engineer Nathan Hinkle and Interim Director of Utilities Dusty Hayes received an RIA grant in the amount of \$943,909.00 that will be used to replace waterlines on Shorecrest Drive, Pine Street, and N Clemson Avenue.

Policy Action

Other Policy Items

**Regular Council Meeting
December 1st, 2025**

Consider the 2026 Council Meeting schedule. City Clerk Jeremiah Jackson presented the 2026 Council Meeting schedule with changes accounting for the holidays in the next year. Council Member Scott made a motion, seconded by Council Member Evans, to approve the 2026 Council Meeting schedule. Vote on this motion was unanimous.

Consider a request from the Clemson Area Chamber of Commerce to suspend metered parking regulations in downtown Clemson from December 1st, 2025 to January 6th, 2026. Clemson Area Chamber of Commerce President Bryan Lee presented that the Chamber has been doing this for 20 years in partnership with the City. Council Member Jones suggested empowering the City Administrator to set the dates next year and moving forward. The City Attorney noted that having the City Administrator set the dates would require an ordinance change. Council Member Evans highlighted that the 2-hour limit would still be in effect. Council Member Scott made a motion, seconded by Council Member Fulmer, to suspend metered parking in downtown Clemson from December 1st, 2025 to January 6th, 2026. Vote on this motion was unanimous.

Mayor-Council reports/comments/new business

Mayor Halfacre: Shout out to Public Works, Utilities, and Lindsey Newton for their work on the Christmas decorations.

Council Member Scott: Commend the parks and recreation staff for their support coming out for the youth sports championships.

Council Member Jones: Suggested the City Administrator and the City Attorney review the City Code to remove anything not complying with state or federal code.

There being no further business, a motion was made, duly seconded, and unanimously approved to adjourn the meeting at 6:14 p.m.

Respectfully submitted,

Jeremiah Jackson, MBL

Approved

By: _____
G. Robert Halfacre, Mayor



CITY OF CLEMSON
AGENDA ITEM REQUEST FORM

Requested By:

Date Submitted:

Council Meeting Date:

Type of Request: (check only one)

☐ Report/Discussion

☐ Policy/Action

☐ Executive Session

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

Agenda Item Detail: (expand as necessary for clarification)

**SUBRECIPIENT AGREEMENT BETWEEN CITY OF CLEMSON, SOUTH
CAROLINA AND KINGDOM OVER CULTURE, LLC., REGARDING USE OF FUNDS
FROM THE OPIOID RECOVERY GUARANTEED POLITICAL SUBDIVISION
SUBFUND**

This Agreement (“Agreement”) entered into on the ____ day of _____, (“Effective Date”) between City of Clemson, South Carolina (“City”), a body politic and corporate and a political subdivision of the State of South Carolina (“State”) and, FAVOR Upstate (“Subrecipient”).

WHEREAS, the City is the recipient of funding from the Guaranteed Political Subdivision Subfund (“Guaranteed Subfund”) as a “participating political subdivision” under the authority of the South Carolina Opioid Recovery Act, S.C. Code § 11-58-10, *et seq.* (the “Act”);

WHEREAS, the Guaranteed Subfund is a part of the South Carolina Opioid Recovery Fund, which consists of accounts with the State Treasurer that were created pursuant to the Act in order to receive funds obtained through settlement with or judgment against certain companies that market, promote, distribute, dispense, or supply opioids;

WHEREAS, all funds in the South Carolina Opioid Recovery Fund must be spent on approved abatement strategies;

WHEREAS, City gains access to its allotted funding from the Guaranteed Subfund via a requisition process to the State of South Carolina Opioid Recovery Fund Board (“SCORF”);

WHEREAS, the abatement strategies, or, proposed projects are approved by the SCORF Board after requests for funding and yearly strategies have been submitted to them;

WHEREAS, once abatement strategies and funding are approved by SCORF, awarded funds are sent back to City for program implementation(s); and

WHEREAS, the City has approved funding for Subrecipient, to assist with approved abatement strategies and in combatting the opioid epidemic in City of Clemson, as furthered described below.

NOW, THEREFORE, it is agreed between the parties hereto that:

1. REPRESENTATIONS OF SUBRECIPIENT:

- a. It is a nonprofit corporation, organized under the laws of the State of South Carolina and in good standing and authorized to do business in the State of South Carolina with all legal right, power, and authority to enter into this Agreement, to own and operate its facilities, to carry out the Project (defined below), and to carry on its

business as now conducted and as proposed to be conducted, and to perform its obligations under this Agreement.

- b. Subrecipient's execution and delivery of this Agreement and Subrecipient's performance of its obligations hereunder have been duly and validly authorized. This Agreement has been validly executed and delivered by Subrecipient and constitutes a legal, valid, and binding obligation of Subrecipient, enforceable in accordance with its terms.
 - c. Subrecipient's execution, delivery, and performance of this Agreement will not conflict with, or result in any violation of, or constitute a default or a condition which upon notice or lapse of time, or both, would constitute a default under any judgment, order, writ, injunction, decree, rule, regulation, permit, license, bond, debt instrument, note, agreement, mortgage, deed, contract, or other instrument that applies to or which binds Subrecipient or any of its assets and properties.
 - d. There are no actions, suits, proceedings, or governmental investigations pending, or, to the best of its knowledge threatened against Subrecipient or its assets or properties, and there are no judgments, decrees, orders, rulings, writs, or injunctions outstanding against it or its assets or properties that would have a materially adverse effect upon Subrecipient's ability to execute this Agreement or otherwise to consummate and perform its obligations hereunder.
 - e. Subrecipient and its representatives are fully familiar with this Agreement and the obligations set forth herein, including all the exhibits and schedules attached to this Agreement, if any, and Subrecipient is fully capable of performing and complying with the same.
 - f. Subrecipient represents that it is knowledgeable about and experienced in performing the work required for the Project and under this Agreement and warrants that it will use its best skills and efforts to execute the Project and meet the terms of this Agreement in a professional, timely manner, pursuant to all applicable laws, rules, regulations, and policies.
 - g. Subrecipient warrants and represents that it shall be responsible for all subcontractors working for or with it on the Project, as well as for their work product, as though Subrecipient had performed the work itself. All terms herein, which bind Subrecipient, will also bind any such contractors, subcontractors, and the like. Subrecipient will ensure that such terms will be incorporated in all applicable subcontracts.
2. **DESCRIPTION OF PROJECT:** This Agreement concerns the City providing certain Guaranteed Subfunds to Subrecipient, in the amount and upon the conditions stated herein, for completion of Naloxone Distribution and Education in City of Clemson. This project will expand SUD/OD services, specifically peer support specialist (PSS) services and Staying Alive naloxone kit distribution and education, to individuals and families encountered via Clemson Fire and Police Department calls and outreach programs, as well as to those reached via FAVOR PSS education and outreach. FAVOR's work for this City of Clemson project will include connecting the target population with the appropriate resources in the Clemson region along with FAVOR Peer Support Services, support at FAVOR Centers located throughout the Upstate, and virtual and in-person recovery meetings to ensure equitable access to services.

3. **CITY PLEDGE OF OPIOID RECOVERY GUARANTEED POLITICAL SUBFUNDS:** City hereby affirms its pledge to commit \$172,000 of Guaranteed Subfunds (minus any applicable fees, audit expenses, and other costs, if any) to Subrecipient for the Project (“Subrecipient Funding”) to be expended consistent with Subrecipient’s anticipated budget (“Budget”), a copy of which is attached hereto as Exhibit A.
4. **GOVERNING LAW:** The Guaranteed Subfunds, including Subrecipient Funding, are subject to the provisions of the Act, the opioid-related settlement agreements to which the Act applies, and all other applicable local, state, and federal law and governing regulations, including any published by SCORF. Subrecipient hereby represents and warrants that it will comply with the foregoing and all applicable laws and regulations. Further, this Agreement shall be governed by the laws of the State of South Carolina without regard to any conflict of law principles.
5. **USE OF FUNDS:** Subrecipient understands and agrees that Subrecipient Funding disbursed under this Agreement may be used for approved abatement strategies only, which generally include uses related to the treatment of opioid use disorder and any co-occurring substance use disorder or mental health condition, through evidence-based or evidence-informed programs or strategies, that may include, treatment, prevention, and other strategies. Subrecipient shall determine, prior to engaging in the Project using the Subrecipient Funding that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of the Projects. City and Subrecipient agree that the funds shall be used in accordance with, and only for, the Project.
6. **DATE AND TERM:** This Agreement will begin on the Effective Date and end on XXXXXXXX.
7. **REPORTING:** Subrecipient shall provide financial and programmatic reports on at least a quarterly basis, or as requested by the City, in such format as required by City. Reports of expenditures shall include for each expense the amount, the recipient(s) of the funds, the date of the payment, the reason for the expense, the approved abatement strategy to which the expense relates, and any other information requested by the City. Failure to provide such reports shall be considered a breach of this Agreement.
8. **MAINTENANCE OF AND ACCESS TO RECORDS:** Subrecipient shall maintain records and financial documents sufficient to demonstrate compliance with this Agreement, the Project application and the Act. The City, or its authorized representatives, shall have the right of access to records (electronic and otherwise) of Subrecipient in order to conduct audits or other investigations as necessary to ensure compliance herewith. Records related to all expenditures of the Subrecipient Funding shall be maintained by Subrecipient for a period of ten (10) years after all funds related to the Project have been expended or for as long as required under any applicable public records or record retention laws, whichever is longer. Subrecipient shall cause proper and adequate books of records and accounting to be kept showing complete and correct entries of all receipts,

disbursements, and other transactions relating to the Project. Subrecipient agrees that the City may, at any reasonable time, audit all records, reports, and other documents, which the Subrecipient maintains under or in the course of this Agreement or as otherwise relates to the Project, to ensure compliance with this Agreement and the Act. In addition, the City may require, with reasonable cause and notice, the Subrecipient to submit to an audit by a certified public accountant or other person acceptable to the City, such individual to be paid for by the Subrecipient.

9. **ACCURACY OF DATA AND REPORTS:** Subrecipient agrees that all statements and reports, financial and otherwise, shall be certified as true, accurate, and complete.
10. **RELATIONSHIP OF THE PARTIES:** Subrecipient has the primary responsibility for directing, supervising, monitoring, and coordinating the performance of all Project activities. Nothing herein shall be construed to create a joint venture or partnership between the City and Subrecipient or an employer/employee or agency relationship. Further, the agents, employees, representatives, and independent contractors associated with or hired by Subrecipient relating to the Project are not agents, employees, representatives, or independent contractors of the City. Subrecipient has no express or implied right or authority to assume or create any obligations on behalf of or in the name of the City, or to bind the City to any contract, agreement, or undertaking with any third party.
11. **PERSONNEL:** Subrecipient will secure all personnel required in performing the services under the terms of this Agreement. All services specified in the Agreement will be performed by Subrecipient or under the supervision of Subrecipient, and all personnel engaged in the work shall be fully qualified and authorized under state and local law to perform such services.
12. **MATCHING FUND GUIDELINES:** No matching funds are required, however, any pledged matching funds included in a request by the Subrecipient will be considered as a part of this Agreement.
13. **PRE-AWARD COSTS:** Pre-award costs will not be paid with funding from this award.
14. **CONFLICTS OF INTEREST:** Subrecipient understands and agrees it must maintain a conflict-of-interest policy and that such conflict-of-interest policy is applicable to each activity funded with Subrecipient Funding or as otherwise relates to this Agreement. Subrecipient must disclose in writing to the City, as appropriate, any potential conflict of interest affecting the Subrecipient Funding. Such conflicts of interest include, but are not limited to, an official or employee of Subrecipient participating, in any manner, in a decision or action in which these funds are used or to which they apply, where such individual might obtain economic interest or benefit of any variety for themselves, a family member, an individual with whom they are associated, or a business with which they are associated (apart from Subrecipient). Further, in the use of Subrecipient funding, officials

or employees of Subrecipient shall avoid any action that might result in, or create the appearance of: (1) using their official position for private gain; (2) giving preferential treatment to any person; (3) acting in a manner reflecting a loss of independence or impartiality; (4) making an official decision outside official operational procedures of Subrecipient; or (5) taking any action that would adversely affect the confidence of the public in the integrity of local, state, or federal government or the Project in an undue manner.

15. **REMEDIAL ACTIONS:** In the event of the Subrecipient's noncompliance with any provision of this Agreement, other applicable agreements, City may impose additional conditions on the receipt of a subsequent Subrecipient Funding, if any, or take other available remedies including previous payments may be subject to recoupment.
16. **DISCLAIMER:** City expressly disclaims any and all responsibility or liability to the Subrecipient or third persons for the actions of Subrecipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of, or as relates to, this Agreement or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award.
17. **HIPAA and HITECH:** Subrecipient agrees that to the extent that some or all of the activities within the scope of this Agreement are subject to the Health Insurance Portability and Accountability Act ("HIPAA"), as amended, or its implementing regulations, it will comply with those requirements, and that it will comply with the applicable requirements of the Health Information Technology for Economic and Clinical Health Act ("HITECH Act"), enacted as part of the American Recovery and Reinvestment Act of 2009, and will execute such agreements and practices as City may require to ensure compliance.
18. **ADMINISTRATION:** Subrecipient hereby agrees to establish a primary contact person who will meet with City personnel, as requested by City, during the term of the Project and this Agreement to provide any requested information or materials and to report on the implementation of the Project.
19. **NOTICES:** All notices, request, consents, and other communications hereunder shall be in writing and shall be personally delivered or mailed by First Class, Registered, or Certified Mail, return receipt requested, postage prepaid, or by e-mail accompanied by commercial overnight delivery service for next business day deliver as follows:

If to City of Clemson:

D. Andy Blondeau
Administrator
1250 Tiger Blvd.
Clemson, SC 29631
Email: ablondeau@cityofclemson.org

If to FAVOR Upstate:

Lesley Pregenzer
CEO
355 Woodruff Road #303
Greenville, SC 29607
Email: lesley@favorupstate.org

Any such notice, request, consent, or other communication shall be deemed received at such time as it is personally delivered or on the fifth business day after it is correctly so mailed, as the case may be.

- 20. PUBLICATION OF RESEARCH:** To the extent Subrecipient Funding is used to conduct or assist in conducting any research projects, the results of such research, including the underlying data, shall be open access and made available to the public at no cost. Subrecipient agrees that City may republish or otherwise use the research, including the underlying data, without notice to, approval by, or compensation to Subrecipient.
- 21. POLITICAL ACTIVITY:** None of the funds, materials, property, or services provided directly or indirectly under this Agreement shall be used for any partisan political activity, or to further the election or defeat of any candidate for public office.
- 22. SITE VISITS:** Subrecipient is subject to site visits from the City in an effort to monitor compliance with this agreement.
- 23. SUBRECIPIENT CERTIFICATIONS:**
- a. Certification Regarding Debarment and Suspension.** Subrecipient certifies it and its principals:
 - i. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal, state, or local department of agency;
 - ii. have not within a three (3) year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen

- property;
- iii. are not presently indicted or otherwise criminally or civilly charged by a governmental entity with commission of any of the offenses enumerated in paragraph ii above; and
- iv. have not within a three (3) year period preceding this Agreement had one or more public transactions (federal, state, or local) terminated for cause or default.

“Principals,” for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment; and similar positions). For the purpose of this certification, the term *“Principals”* includes both present principals as well as individuals who served in the capacity of principals within a three (3) year period preceding this Agreement.

Subrecipient shall provide immediate written notice to the City if, at any time prior to Effective Date, Subrecipient learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

If Subrecipient is unable to certify the representations stated in paragraph (a), Subrecipient must submit a written explanation regarding its inability to make the certification. The certification will be considered in connection with a review of the Subrecipient’s responsibility. City will make a binding determination of responsibility in every case where the Subrecipient or other certifying party is unable to make the certification. Failure of the Subrecipient to furnish additional information as requested by the City may render the Subrecipient nonresponsive.

b. Certification Regarding Lobbying. Subrecipient certifies that:

- i. No funds provided to Subrecipient pursuant to this Agreement will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence any government official or agent of any government official in connection with the awarding of the opioid recovery funds.
- ii. Subrecipient shall notify the City prior to execution of this Agreement, if any funds other than the funds provided to Subrecipient pursuant to this Agreement have been paid or will be paid to any person for influencing or attempting to influence any government official or agent of any government official in connection with the awarding of these opioid recovery funds.
- iii. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, and contracts under contracts, loans and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was

placed with this transaction was made or entered into. Compliance with the certifications contained in this section is a prerequisite for entering into this Agreement.

- 24. INDEMNIFICATION:** The Subrecipient shall protect, indemnify, defend, and hold the City and its agents harmless from and against any and all claims, liabilities, demands, causes of actions, judgments, and settlements, including costs and reasonable attorney fees arising in favor of or asserted by any person or entity, on account of personal injury, death, or damage to real or personal property which is, or alleged to be the result, in whole or in part of any acts or omissions of the Subrecipient, its employees, agents, or independent contractors in connection with the Project described in this Agreement. Subrecipient shall pay the reasonable costs and attorney fees incurred by the City in establishing its right to defense or indemnification provided herein.
- 25. PAYMENT SCHEDULE:** The City will allocate approved funds to the Subrecipient upon the execution of this Agreement.
- 26. FORCE MAJEURE:** Notwithstanding any other provision of this Agreement, neither Party shall be liable for any failure or delay in performing its obligations, or for any loss or damage, resulting from any event or circumstance beyond the reasonable control of the Party, including but not limited to an earthquake, hurricane, fire, flood, lightning, sinkhole or other forces of nature, acts of war, terrorism or civil unrest, strikes, lockouts or other labor unrest, or legal order, government action or application of laws, regulations or codes (“Force Majeure Event”). A party whose performance is impacted by a Force Majeure Event shall provide reasonable notice to the other party and shall make commercially reasonable efforts to minimize the impact of the Force Majeure Event on its performance. The deadline by when a party must perform an obligation under this Agreement shall be postponed by the period of time by which that party’s ability to perform that obligation is materially prevented or interfered with by a Force Majeure Event.
- 27. DEFAULT:** Except for Force Majeure Events, if Subrecipient fails to perform its obligations under the terms of this Agreement, City shall inform Subrecipient of its default in writing, after which Subrecipient will have thirty (30) days to effect a cure. If the nature of the default does not permit a cure within thirty (30) days, City may, but is not required to, grant Subrecipient a reasonable additional amount of time to effect a cure, provided that Subrecipient acts diligently to effect a cure, and such period does not exceed ninety (90) days. If such default is not cured following the cure period, or upon notification of Subrecipients’ insolvency or filing of a petition for bankruptcy, or if the nature of the breach creates an emergency or other exigent circumstance that does not allow time for a cure period, City may terminate this Agreement and may pursue any remedy available to it under law or equity.
- 28. ASSIGNMENTS:** The parties agree that there will be no assignment, transfer, or other delegation of this Agreement, nor any interest in this Agreement, unless prior agreement

has been stipulated elsewhere in this Agreement or with the express written consent of both parties.

29. **WAIVER**: No delay or failure to exercise a right under this Agreement shall impair such right or shall be construed to be a waiver thereof, and any such right may be exercised from time to time and as often as deemed expedient. Any waiver shall be in writing and signed by the Party granting such waiver.
30. **SEVERABILITY**: If any provision of this Agreement is declared illegal, invalid, or unenforceable for any reason, the remaining provisions hereof shall be unimpaired and such illegal, invalid, or unenforceable provision shall be reformed so as to most closely effectuate the legal, valid, and enforceable intent thereof.
31. **ENTIRE AGREEMENT**: This Agreement constitutes the sole and entire agreement of the parties hereto with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter.
32. **COUNTERPARTS**: This Agreement may be signed in several counterparts, each one of which shall be an original and all of which when taken together will constitute one Agreement between the parties.

IN WITNESS WHEREOF, Town and University have caused this Agreement to be executed and delivered as of the day and year first above written.

CITY OF CLEMSON, SC

BY: _____
City Administrator Printed Name Date

SUBRECIPIENT

BY:  _____
Subrecipient Lesley Pregonzer Printed Name Date



CITY OF CLEMSON
AGENDA ITEM REQUEST FORM

Requested By:

Date Submitted:

Council Meeting Date:

Type of Request: (check only one)

☐ Report/Discussion

☐ Policy/Action

☐ Executive Session

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

Agenda Item Detail: (expand as necessary for clarification)

Date: December 15th, 2025
To: Clemson City Council
From: Old Stone Church and Cemetery Association, Inc. (OSCCA, Inc.)
Subject: Approval to Acquire and Construct Revolutionary Era Fencing

First of all, thank you for your willingness to consider approving one of our final steps to enhance the Revolutionary Era credentials and appearance of the Old Stone Church and Cemetery, as viewed from HWY #76.

The Board of the Old Stone Church and Cemetery Association, Inc. has been envisioning this project of erecting about 600 feet of Zig-zag/Snake/Virginia Rail Revolutionary Era fencing for about two years now. We feel that this addition will raise public awareness (and potential visitation) of this Upstate historic treasure.

Not only is this church and cemetery on the National Register of Historical Places, but just within the past 3 months, the National Battlefield Trust has placed the Old Stone Church and Cemetery on its "*Liberty Trail*" website as one of three Clemson area locations to visit in exploration of South Carolina's historic contribution toward winning the Revolutionary War.

Two Revolutionary War generals (Andrew Pickens and Robert Anderson) rest in the cemetery. Fourteen (14) other Revolutionary War participants rest there as well, along with an individual, John Miller, the printer. John Miller, for reasons related to English Parliament lawsuits and legal precedents set in London, England prior to the Revolutionary War, had much to contribute to "freedom of the press", as is stated in our nation's founding documents.

We originally approached the State of South Carolina DOT, and they have approved our request to locate this Revolutionary Era fencing at the top of their "right of way" (ROW). As the City of Clemson's ROW on Stone Circle Drive may overlap some of the SCDOT HWY 76 ROW, they wanted the City of Clemson to also review and approve the placement of this Revolutionary War era fence.

The OSCCA, Inc. will agree to temporarily remove some of the fencing if a future redesign of the intersection of HWY 76 and Old Stone Church Road occurs. As well, the OSCCA, Inc. also will participate to maintain the appearance of this ~600 feet of fence line.

Respectfully,



Tom W. Cleveland

Treasurer

Old Stone Church and Cemetery Association, Inc.

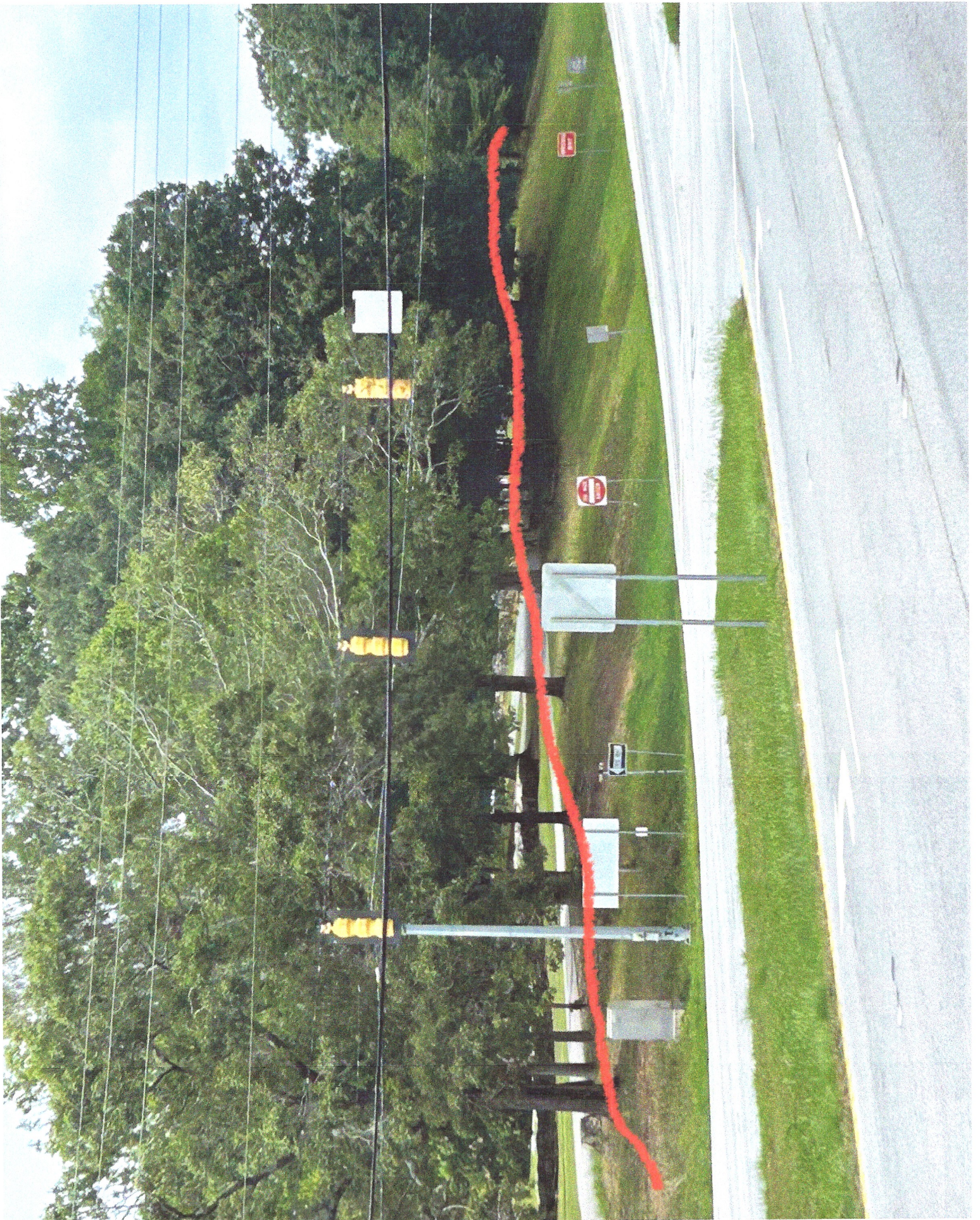
(Cell) 770-330-7540

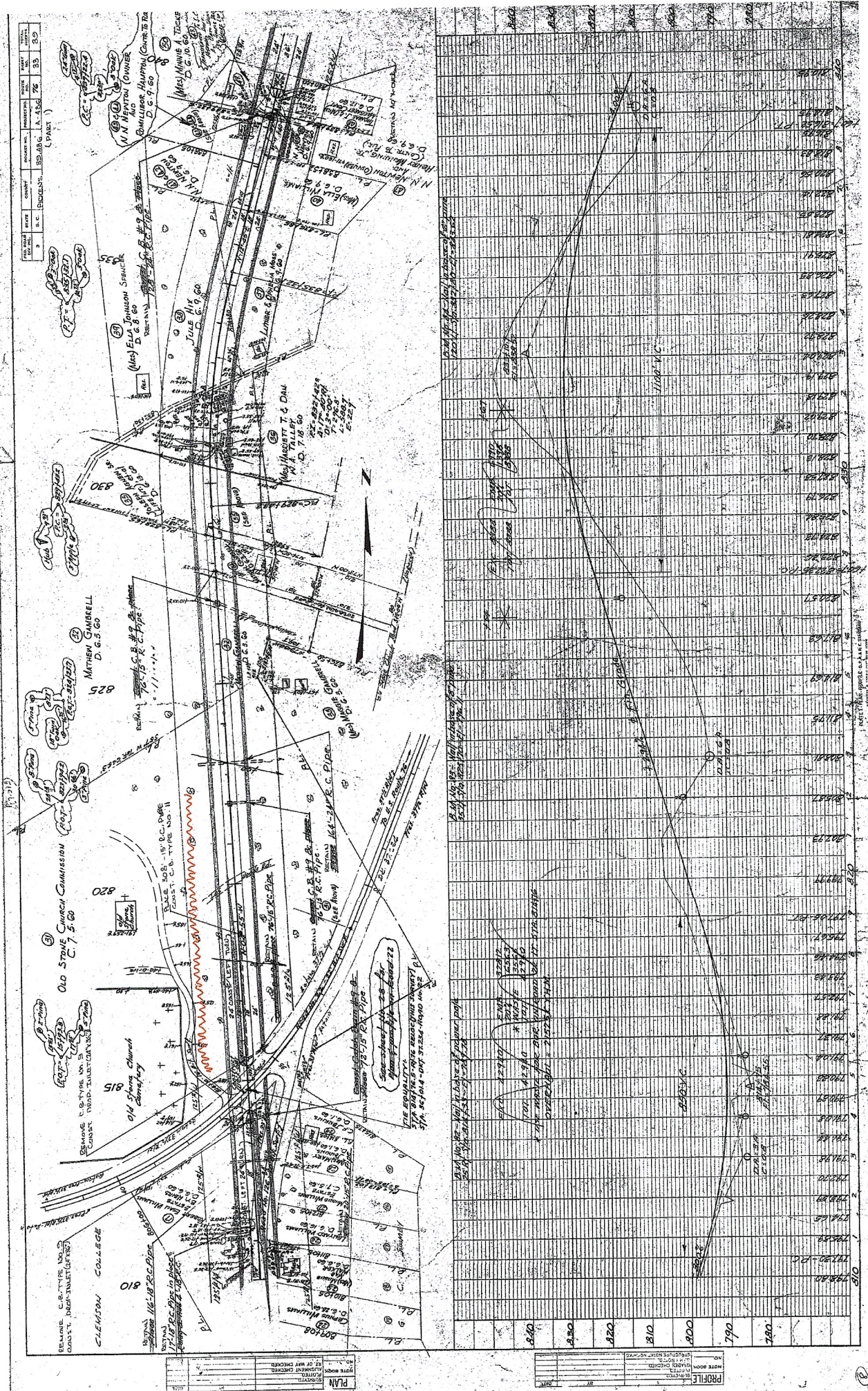
cleveland.tom17@gmail.com

Attachments:

1. Zig-zag/Snake/Virginia Rail fencing that exists at South Carolina's Camden Battlefield
2. Photo of probable location of the fencing at the upper western side of the SCDOT ROW.
3. Probable location of the fencing on a SCDOT diagram-plans for the intersection of Old Stone Church Road and HWY 76









CITY OF CLEMSON
AGENDA ITEM REQUEST FORM

Requested By:

Date Submitted:

Council Meeting Date:

Type of Request: (check only one)

☐ Report/Discussion

☐ Policy/Action

☐ Executive Session

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

Agenda Item Detail: (expand as necessary for clarification)

CITY OF CLEMSON, SOUTH CAROLINA

ORDINANCE #2026-[]

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CLEMSON, SOUTH CAROLINA, TO AMEND CHAPTER 18 (TRAFFIC), SECTION 18-34 (METERED AND LEASED PARKING); AND TO PROVIDE FOR OTHER RELATED MATTERS.

WHEREAS, according to South Carolina Constitution (“Constitution”) Article VIII, section 17, and the Home Rule Act of 1975, including, for example, section 5-7-30, section 5-7-160, section 5-11-40(a)-(b), and sections 5-29-10, *et seq.*, of the Code of Laws of South Carolina 1976, as amended (“State Code,” with the Constitution, collectively, “State Law”), and the Code of Ordinances, City of Clemson, South Carolina (“City Code”), including, for example, City Code section 18-34, the City, by and through its City Council, is authorized and empowered to provide for the City’s internal operation and the creation of on- and off-street parking;

WHEREAS, the City previously enacted Chapter 18: Traffic, section 18-34 of the City Code regarding metered and leased parking; and

WHEREAS, the City desires to provide updates to section 18-34 regarding the temporary alteration, revision, and/or suspension of parking regulations;

NOW, THEREFORE, BE IT ORDAINED by the City Council as follows:

Section 1. Amendment to City Code. Chapter 18: Traffic, section 18-34: Metered and Leased Parking, be and is hereby amended, as and if amended, as follows: in the final, unnumbered paragraph, by inserting such words as may be underlined and deleting such words as may be stricken, below, but in all other respects making no changes to the existing, remaining portions of Section 18-34:

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

Section 2. General Repealer. Each ordinance, resolution, order, policy, or similar directive, or any part of the same, in conflict with this Ordinance is, to the extent of that conflict, repealed.

Section 3. Codification. The City shall codify the operative portion of Section 1 of this Ordinance in Chapter 18, Section 18-34 of the City Code, or as otherwise appropriately numbered, online as soon as practicable and in print as part of the City’s next, regular, re-codification.

Section 4. Effective Date. This Ordinance is effective immediately on second reading by the City Council.

[ONE SIGNATURE PAGE FOLLOWS]
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IT IS SO ORDAINED this the _____ day of _____, 2026.

ATTEST:

Jeremiah Jackson, City Clerk

G. Robert Halfacre, Mayor

First reading: _____, 2026

Second reading: _____, 2026



CITY OF CLEMSON
AGENDA ITEM REQUEST FORM

Requested By:

Date Submitted:

Council Meeting Date:

Type of Request: (check only one)

☐ Report/Discussion

☐ Policy/Action

☐ Executive Session

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

Agenda Item Detail: (expand as necessary for clarification)



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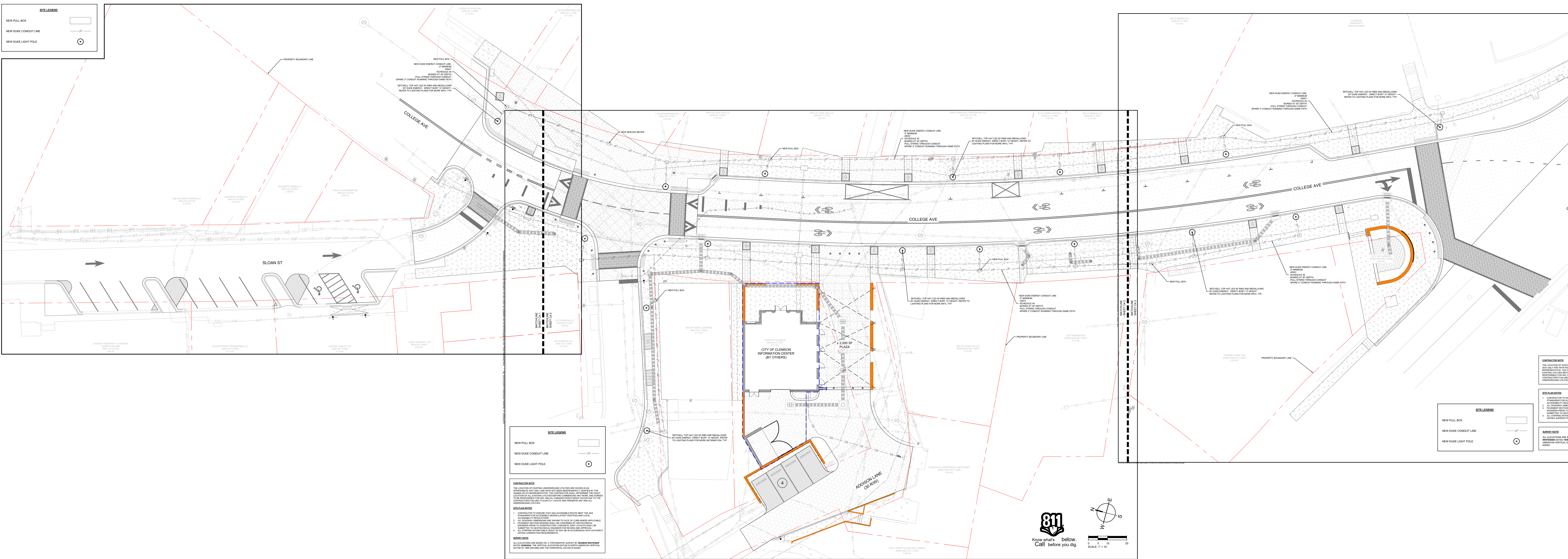
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COLLEGE AVE STREETSCAPE IMPROVEMENTS - BID OPENING 12/2/2025

COLLEGE AVE STREETSCAPE IMPROVEMENTS - BID OPENING 12/2/2025

[illegible]





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	Criterion #1	Criterion #2	Criterion #3	Criterion #4	Criterion #5	
Novmeber 25, 2025	Proposal Followed Format requested in RFP (x 1.0)	Statement of Organization & Personnel Qualifications (x 2.0)	Relevant Prior Project Experience (x 7.0)	Understanding & Approach (x 5.0)	Projected Contract Proposal Price Estimate (x 5.0)	
Scorer	Cumulative Scoring					
	Criterion #1	Criterion #2	Criterion #3	Criterion #4	Criterion #5	Total
Prescott + Foushee	35	56	181.3	140	175	587.3
Reeves + Young	35	65.8	186.2	140	157.5	584.5
Harper	35	57.4	171.5	129.5	140	533.4
Clayton Construction Company	35	49	147	122.5	122.5	476
Clancy & Theys	35	63	220.5	140	105	563.5
Hogan	35	56	196	122.5	87.5	497
Thompson Turner Construction	35	66.5	225.4	164.5	70	561.4
J Davis Construction	35	63	245	122.5	52.5	518