

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:

[2026_01_05AGENDA.PDF](#)

3. Meeting Materials

Documents:

[2025_12_15MINUTES.PDF](#)
[2026_01_05APCSP.PDF](#)
[2026_01_05PARKING.PDF](#)
[2026_01_05TOWNHOUSES.PDF](#)
[2026_01_05SCORF.PDF](#)
[2026_01_05FENCE.PDF](#)



CITY OF Clemson SOUTH CAROLINA

Agenda, Clemson City Council
January 5th, 2026
Council Chamber, Clemson City Hall

5:30 PM Work Session: Abernathy Park Conceptual Design

Note: The regular meeting will begin at the conclusion of the work session.

Call to Order: Regular Council Meeting

Invocation and Pledge of Allegiance: Mayor Halfacre

Public Session: (3-minute limit per speaker)

Approval of Minutes: December 15th, 2025

Reports/Discussion (2-minute limit per speaker)

- a. Discuss entering into a contractual agreement with Clemson University Cooperative Extension Service to remain a member of the Anderson and Pickens County Stormwater Partners. – Interim Utilities Director Dusty Hayes
- b. Staff Reports

Policy Action (2-minute limit per speaker)

Ordinances

- a. Consider 2nd reading of an Ordinance to amend Chapter 18 (Traffic), Section 18-34 (Metered and Leased Parking). – City Administrator Andy Blondeau

Resolutions

- a. Consider a resolution to invoke the Pending Ordinance Doctrine and amend Chapter 13, Article 3, Section 13-55 (Townhouses) – Zoning and Codes Administrator Jacob Peabody

Other Policy Items

- a. Consider a contract with Favor Upstate for opioid recovery services. – Police Chief Jorge Campos
- b. Consider 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

Mayor-Council reports/comments/new business

Executive Session

- a. Consider Appointments to City Boards and Commissions: Planning Commission, Board of Zoning Appeals, Board of Architectural Review, Building and Fire Board of Appeals; SC Code Section 30-4-70(a)(1)

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

Adjourn

Regular Council Meeting
December 15th, 2025
Council Chamber-Clemson City Hall

Call to Order: Mayor Pro-Tem Lillian Scott at 6:30 p.m.

Invocation and Pledge of Allegiance: Council Member Sherrill

Members present: Mayor Pro Tem Scott presiding, Council Members Evans, Fulmer, Jones, Sherrill, and Smith.

Absent: Mayor Halfacre

Notification emailed: December 11, 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.

Proclamation: Arbor Day, Benjie McGill's 45 years of Service

Oath of Office: Police Officers Cobb and Simpson

Public Session: Mayor Pro Tem Scott presiding. MyCivic comment from Susan Pass, 213 Wyatt Avenue, regarding paving on Riggs Drive. Robert Lee, 113 Pressley Drive, regarding the Human Rights Campaign.

Approval of Minutes: Minutes from the December 1, 2025 Regular Council Meeting were approved as presented.

Reports/Discussion

Discuss a contract with Favor Upstate for opioid recovery services. Police Chief Jorge Campos explained the South Carolina Opioid Recovery Fund process. Favor Upstate will partner with the Fire department and also purchase Narcan for buses and sites around the City. Lesley Pregoner with Favor Upstate also spoke about their other partnerships in the community including Greenville Anderson, and Seneca.

Discuss allowing the Old Stone Church & Cemetery Association, Inc to install a stacked wood fence on the ROW of US 76 & Stone Circle. Assistant City Administrator Nathan Woods notated SCDOT requested the City be the applicant for the required encroachment permit. Tom Cleveland from the Association gave background that the fence will be constructed using black locust wood from NC. The Association has agreed to provide a letter accepting responsibility for all costs associated with the installation and maintenance of the fence.

Staff Reports

City Administrator Andy Blondeau: This is the last meeting of the year. The next two Council Meetings will be on January 5th with an Abernathy Park Work Session at 5:30pm and the Council Meeting following it, and on January 12th at 5:30 pm with a Public Hearing for the Comprehensive Plan and

**Regular Council Meeting
December 15th, 2025**

the Council Meeting following it. Both Council Meetings will also have executive sessions to review board and commission appointments.

Assistant City Administrator Nathan Woods: Explained the Riggs Drive paving will take place following sidewalk installation and stormwater improvements.

Policy Action

Ordinances

Consider 1st reading of an Ordinance to amend Chapter 18 (Traffic), Section 18-34 (Metered and Leased Parking). City Administrator Andy Blondeau explained this would allow the City Administrator, in addition to City Council, the ability to make adjustments to parking. This stems from a Council request in the last meeting. Council Member Fulmer made a motion, seconded by Council Member Jones, to approve 1st reading of an Ordinance to amend Chapter 18 (Traffic), Section 18-34 (Metered and Leased Parking). Vote on this motion was unanimous.

Other Policy Items

Declare surplus and approve of the disposal of surplus water meters from the AMI change-out project. Interim Director of Utilities Dusty Hayes explained the process and stated they are hoping to close out the water meter replacements by the end of the week. Council Member Fulmer made a motion, seconded by Council Member Jones, to declare surplus and approve of the disposal of surplus water meters from the AMI change-out project. Vote on this motion was unanimous.

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. Assistant City Administrator Nathan Woods noted Trae's Clearing and Grading was the low bidder. The project is planned to start in January 2026. There have been several meetings with downtown merchants to make them aware of the project. It will be disruptive but is currently planned to be done by the May Clemson graduation. Council Member Fulmer made a motion, seconded by Council Member Jones, to award 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. Vote on this motion was unanimous.

Consider authorizing the City Engineer to enter into negotiations with Thompson and Turner for pre-construction services for the Arts Center. Assistant City Administrator Nathan Woods explained the Construction Manager at Risk process. Council Member Fulmer made a motion, seconded by Council Member Jones, to authorize the City Engineer to enter into negotiations with Thompson and Turner for pre-construction services for the Arts Center. Vote on this motion was unanimous.

Mayor-Council reports/comments/new business

Council Member Fulmer: Commended Mayor Pro Tem Scott on a well-run meeting.

**Regular Council Meeting
December 15th, 2025**

There being no further business, a motion was made, duly seconded, and unanimously approved to adjourn the meeting at 7:29 p.m.

Respectfully submitted,

Approved

Jeremiah Jackson, MBL

By: _____
G. Robert Halfacre, Mayor

Draft



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)

**CONTRACTUAL AGREEMENT BETWEEN THE CITY OF CLEMSON AND
CLEMSON UNIVERSITY,
through its Cooperative Extension Program**

THIS AGREEMENT (the “Agreement”) is made this 1st day of January 2026, by and between the City of Clemson, a South Carolina municipal corporation (hereinafter referred to as “City of Clemson”) and Clemson University, through the Clemson Cooperative Extension (hereinafter referred to as “Clemson Extension,” together with the City of Clemson referred to as the “Parties”). This Agreement shall consist of all the terms, conditions, specifications, and provisions required to deliver the Scope of Services defined heretofore.

WITNESSETH:

WHEREAS, City of Clemson is seeking to implement stormwater public education and outreach and public involvement/participation programming; and

WHEREAS, Clemson Extension holds in its Extension faculty and staff various levels of expertise concerning stormwater compliance requirements as promulgated by the South Carolina Department Environmental Services (SCDES) and the United States Environmental Protection Agency (USEPA); and as developed an environmental outreach program (Carolina Clear), portions of which apply to the impact of stormwater on natural resources. Carolina Clear is a comprehensive approach developed by Clemson University Cooperative Extension Service (CUCES) to inform and educate communities about, among other issues, water quality, water quantity, and the cumulative effects of stormwater. Carolina Clear addresses the special significance of South Carolina’s water resources and the role these resources play in enhancing the state’s economy, environmental health, and overall quality of life; and

WHEREAS, City of Clemson and Clemson Extension desire to enter into this Agreement relating to implement strategic stormwater outreach and involvement programming, subject to the terms, specifications, conditions and provisions herein.

THEREFORE, be it resolved that since Carolina Clear seeks to educate citizens about the impacts of stormwater and means to improve stormwater management and since this program provides outreach opportunities to address a broad range of water quality issues including the impact of stormwater on natural resources, Clemson Extension and City of Clemson will collaborate to address stormwater public education and outreach and public involvement/participation.

NOW, THEREFORE, Clemson Extension and City of Clemson agree to all of the terms, conditions, specifications, provisions and special provisions listed below:

- A. This Agreement is deemed to be under and shall be governed by and construed according to the laws of the State of South Carolina.

- B. This Agreement, including the terms, conditions, specifications and provisions listed herein, constitutes the entire agreement between Clemson Extension and City of Clemson. No other agreement, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind either Party hereto.

NOW, THEREFORE, in consideration of mutual covenants contained herein, the Parties agree as follows:

ARTICLE 1 **DESCRIPTION**

Because each agreement that Clemson Extension enters to provide similar services is unique to the requirements of the circumstances, Clemson Extension and City of Clemson agree that the specific metrics of each task addressed herein shall be individually negotiated and delineated in the Scope of Services. Neither Party has any responsibility for any performance obligations except as indicated within the Scope of Services.

Clemson Extension does hereby offer to City of Clemson services for the purpose of providing stormwater-related public education and involvement programs, and documentation of activities for Clemson University as contained and described in the Scope of Services.

1.1 *SCOPE OF SERVICES*

Public awareness and education about natural resources is crucial to the process of protecting and restoring water quality. Clemson Extension and City of Clemson will collaborate to deliver public education and outreach and public involvement/participation programming to general and targeted audiences towards achieving compliance with the public education and outreach and public involvement/participation requirements of the National Pollutant Discharge Elimination System (NPDES) Phase II Stormwater Program.

In general, Clemson Extension will lead a regional effort that includes strategic identification of behaviors and pollutants that can be addressed through stormwater education programming; implementation of an outreach campaign that seeks to address target behaviors, pollutants, and audiences; website presence and information made available to the public about pollution prevention; annual data report regarding program activities.

In order to assist City of Clemson in satisfying the Public Education and Outreach Minimum Control Measure, as required by the NPDES Phase II Stormwater Program, Clemson Extension proposes to utilize selected components of the Carolina Clear program in order to:

- Coordinate and lead a regional body of participants including community representatives joined together by a shared interest in watershed restoration, protection, and improved stormwater management.
- Determine the appropriate public awareness campaign with City of Clemson and the community's guidance on target behaviors, audiences, pollutants and established venues and modes for outreach. Some program implementation approaches, best management

practices (BMPs) (i.e., the program actions/activities), and measurable goals are contained in this Agreement and seek to

- Form collaborative working groups,
 - Use and develop education materials and strategies, and
 - Reach diverse audiences.
- Implement a strategic public education program with City of Clemson or conduct equivalent outreach activities addressing the awareness of stormwater pollution and its effects on natural resources and the specific activities and safe alternatives to improve stormwater management.

In order to satisfy the Public Involvement/Participation Minimum Control Measure, as required by the NPDES Phase II Stormwater Program, Clemson Extension proposes to:

- Provide opportunities for citizens and various audiences to become active in stormwater management.
- Provide program accountability measures including estimated number of people contacted, publications produced and distributed, and measures of outreach impacts and possible behavior change, and other specifics as appropriate considering SCDES and USEPA guidance.
- Other programs and measures as specified in this Agreement.

NOW, the Parties specifically agree as follows:

1. Clemson Extension will deliver public education and outreach and public involvement/participation with a goal to influence a more aware and involved public in regard to stormwater management decisions. The educational programs will include components designed for various residential and commercial audiences and others targeted for their impact to stormwater and nonpoint source pollution. This effort will be delivered through various means, as detailed below in items 4 and 5. Events will be held at available facilities in such a way to reach diverse and regionally distributed audiences. Such instruction may include the furnishing of informational handouts, instructional manuals, promotional materials, webpages, logos, slogan, symbols, and similar such materials, as deemed appropriate by Clemson Extension and City of Clemson.
2. City of Clemson will participate in a regional decision-making process to define regional priorities in regard to behaviors, pollutants, and audiences to be targeted for outreach. Additionally, City of Clemson shall provide input as available on audience demographics, behaviors based on staff observations, residential and commercial impacts related to stormwater management that may lead to compliance and enforcement actions, and other input based on stormwater operations.
3. City of Clemson shall provide information regarding readily available delivery modes for education and involvement programming (e.g., newsletters, community calendars, government access channels, community meetings, Council meetings, tax or water bills, etc.).

4. Clemson Extension will strive to raise public awareness using a mass media approach. Billboard and television public service announcements, radio broadcasts and interviews, newspaper articles, stories and advertisements, and publications are among the outlets considered for use in this effort.
5. Each of the public-related activities described below will be part of the Carolina Clear core program on an annual basis and will target a specific audience, all subject to modification with the approval of City of Clemson and Clemson Extension, as well as acknowledging regulatory direction and interpretation by SCDES.

Clemson Extension will:

LEAD

- 5.1. Work with the Anderson and Pickens Counties Stormwater Partners Consortium, regional association of stormwater managers, and local decision-makers to update, plan, and determine regional public education and outreach and public involvement/participation priorities as part of a multi-year strategic plan with benchmarks of activities and measures of success annually.
- 5.2. Explore, pilot (as needed), and initiate strategic approaches to educating target audiences towards the goal of adopting improved behaviors and practices towards better stormwater management.

COMMUNICATE

- 5.3. Maintain webpage(s) with content specific to the regional outreach programs. Utilize tools to monitor website visits and other related statistics.
- 5.4. Maintain communication among regional collaborators through meetings, newsletters/e-news, one-on-one meetings, or other means established as best practice for the collaborative working groups.

IMPLEMENT

- 5.5. Plan, develop, present, and be a participant in at least three (3) community and public programs per year with emphasis on stormwater education. Provide resources to encourage continued learning and practice adoption.
- 5.6. Create at least three (3) news articles per year for the area's residents and/or target audiences.
- 5.7. Plan and present homeowner and yard owner program(s) for individuals and families. Distribute or provide materials for distribution as part of workshops and/or provide resources to encourage continued learning and practice adoption.
- 5.8. Provide at least one (1) youth program per year within the region such as
 - i. Adopt-A-Watershed which uses a local watershed,
 - ii. Storm Drain Marking,
 - iii. 4-H Wetlands Project explores estuaries, marshes, and swamps,
 - iv. 4H₂O Pontoon Classroom,
 - v. Engaging teachers in new watershed and stormwater curriculum meeting SC Standards, and

vi. EnviroScape®.

- 5.9. Present at least one (1) program per year that addresses pollution prevention and alternatives for a target audience, as per the region's priorities.
- 5.10. Develop and provide for the general public, within means, items such as banners and promotional giveaways to serve as a way to attract audiences and increase regional consortium visibility.
- 5.11. Utilize mass media outlets to provide statewide education at an increased cost-effectiveness; as needed, locally utilize mass media such as newspapers, radio, interviews and advertisements to address specific needs.

INVOLVE

- 5.12. Provide at least one (1) opportunity to involve an audience (general public or commercial) in improved watershed management and stormwater awareness.
- 5.13. Promote and expand web-based tools to encourage learning about and adoption of low impact development techniques (SC LID Atlas) and furthering involvement from citizens in watershed-focused volunteer opportunities (Watershed Stewardship Map) and through the use of demonstration sites as warranted appropriate.

REPORT

- 5.14. Provide and manage a user-friendly database to track each year's activities.
 - 5.15. Annually, produce a document summarizing the year's efforts, successes, decision-making processes, partnerships and regional priorities.
 - 5.16. On request and based on current regulatory guidance, provide data for public education and outreach and public involvement/participation measures of the Annual Report Checklist (or alternative document) required by SCDES of all Small Multiple Separate Storm Sewer Systems (MS4s).
6. Clemson Extension will provide accountability statistics for each of the activities as best can be estimated. The statistics will include the following accomplishment indicators:
 - 6.1. Number of educational programs and activities conducted.
 - 6.2. Number of people reached through educational programs or involved by outreach programs according to method, audience or targeted behavior.
 - 6.3. Number of people receiving information through "non-program" contacts such as telephone, office, visits, website contacts, visual and print media.
 - 6.4. Evaluation of activities and the pollutant or behavior targeted.
 - 6.5. As available, feedback on programs and anecdotal evidence of successful program implementation.
 7. Conduct program evaluations at least once per permit cycle (anticipated between three [3] and five [5] years), in alignment with the Carolina Clear statewide schedule, to assess the effectiveness of outreach and education efforts. Evaluations may include survey instruments designed to reliably measure changes in awareness, knowledge, and behaviors among target audiences reached through program activities related to stormwater and watershed management, as well as awareness of regional initiatives.

A mutually agreeable estimated delivery schedule shall provide activities distributed through each year in an annual activity plan (as default) or on an otherwise agreed upon multi-year activity plan, which will be noted as a regional decision documented in writing for the regional entity.

ARTICLE 2 **LIABILITY**

City of Clemson and Clemson Extension shall not be responsible to each other for any incidental, indirect or consequential damages incurred by either City of Clemson or Extension or for which either Party may be liable to any third party which damages have been or are occasioned by services performed or reports prepared or other work performed hereunder. Further, Clemson Extension's liability to City of Clemson and any other party for any losses, injury or damages to persons or properties or work performed arising out of/in connection with this Agreement and for any other claim, whether the claim arises in contract, tort, statute or otherwise, shall be limited to the amount of the total fees due to Clemson Extension from City of Clemson hereunder.

ARTICLE 3 **ASSIGNMENT**

Clemson Extension shall not assign or subcontract any of its rights or duties under this Agreement without the expressed written consent of City of Clemson, which consent shall not be unreasonably withheld, conditioned or delayed. Any assignment or subcontract without the written consent of City of Clemson shall be void and this Agreement shall terminate at the option of the City of Clemson.

ARTICLE 4 **TERM**

The term of this Agreement shall be for five (5) years beginning on the date of the last signature hereto. This Agreement may be extended an additional one (1) year term, for a total of three (3) additional years beyond the initial term, at the written mutual agreement of both parties, provided such extension is executed no later than thirty (30) days prior to the expiration of this Agreement. No amendments, changes or modifications will be effective until and unless reduced to writing and signed by the Parties.

ARTICLE 5 **COMPENSATION**

City of Clemson shall provide payment in the amount of Ten Thousand Dollars (\$10,000) annually for the Carolina Clear core program subject to the terms and conditions of this Agreement, unless additional services are agreed upon by the Parties by written amendment to this Agreement. Fees for such additional services will be negotiated based on cost.

ARTICLE 6

LIABILITY COVERAGE

Clemson Extension is insured by the State Insurance Reserve Fund pursuant to the State Tort Claims Act. The Parties agree that each shall be responsible for the negligent acts or omissions of its own officers, employees, and agents operating within the scope of their employment and that neither is responsible for the negligent acts or omissions of the other Party's officers, employees, and agents in the performance of the requirements of this Agreement.

Clemson Extension does hereby represent to City of Clemson that Clemson Extension has worker's compensation insurance, general liability and automobile liability insurance, as well as coverage against liability arising from the acts or omission of Clemson Extension's employee operating within their scope of employment.

ARTICLE 7

DEFAULT

The remedies herein given to City of Clemson shall be cumulative, and the exercise of any one remedy by City of Clemson shall not be to the exclusion of any other remedy.

ARTICLE 8

TERMINATION

In the event that Clemson Extension breaches any of the terms of this Agreement, fails to perform the services described herein, or fails to commence the cure of any breach which shall be diligently prosecuted in good faith within fifteen (15) business days of its receipt of a written demand from City of Clemson, City of Clemson may terminate this Agreement immediately upon notice, provided such notice is at least thirty (30) business days following City of Clemson's notice of breach. In the event that City of Clemson breaches any of the terms of this Agreement, including but not limited to non-payment, and fails to cure such breach within fifteen (15) business days of its receipt of a written demand from Clemson Extension, Clemson Extension may terminate this Agreement immediately upon notice, provided such notice is at least thirty (30) business days following Clemson Extension's notice of breach.

ARTICLE 9

CITY OF CLEMSON RESPONSIBILITIES

City of Clemson will be responsible to provide Clemson Extension reasonable access to its properties and project locations for the purpose of effectuating the objectives of this Agreement, when necessary, ensure cooperation of City of Clemson employees in activities reasonable and appropriate, and obtain authorization for access to third party sites, if required.

ARTICLE 10
FORCE MAJEURE

Should performance of Clemson Extension's services and obligations set forth herein be prohibited or substantially frustrated by causes beyond its reasonable control, a Force Majeure results. Force Majeure includes, but is not restricted to, acts of God, acts of a legislative, administrative or judicial entity, acts of contractors other than subcontractors of Clemson Extension, fires, floods, labor disturbances, and unusually severe weather. Clemson Extension will be granted a reasonable time extension and the Parties will negotiate an adjustment to the fee, where appropriate, based upon the effect of the Force Majeure upon Clemson Extension's performance.

ARTICLE 11
SEVERABILITY

Every term or provision of this Agreement is severable from others. Notwithstanding any possible future finding by a duly constituted authority that a particular term or provision is invalid, void, or unenforceable, this Agreement has been made with the clear intention that the validity and enforceability of the remaining parts, terms and provisions shall not be affected thereby.

ARTICLE 12
INDEPENDENT CONTRACTOR

Clemson Extension shall be fully independent in performing the services enumerated herein and shall not act as an agent or employee of the City of Clemson. As such, Clemson Extension shall be solely responsible for its employees, subcontractors, and agents and for their compensation, benefits, contributions and taxes, if any.

ARTICLE 13
NOTICE

Clemson Extension and City of Clemson shall notify each other of service of any notice of violation of any law, regulation, permit or license relating to the services contained in this Agreement; initiation of any proceedings to revoke any permits or licenses which relate to such services; revocation of any permits, licenses or other governmental authorizations relating to such services; or commencement of any litigation that could affect such services. Such notice shall be delivered by U. S. mail with proper postage affixed thereto and addressed as follows:

City of Clemson:	City of Clemson Stormwater Attn: Ethan R. Barnette Stormwater Manager 300 Cockran Rd. Clemson, SC 29631
Clemson:	Clemson Extension Service Attn: Derrick Phinney Natural Resources Program Director 201 Johnston Street, St. George, SC 29477

ARTICLE 14
TOTAL AGREEMENT

This Agreement constitutes the entire agreement between the Parties. No representations, warranties or promises pertaining to this Agreement have been made or shall be binding upon the Parties, except as expressly stated herein.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the day and year first above written.

WITNESSES:

City of Clemson

Signature: _____
Name: David A. Blondeau
City Administrator
City of Clemson

WITNESSES:

Clemson University

Signature: _____
Name: Matthew Holt
Dean CAFLS
Clemson University



CITY OF CLEMSON
AGENDA ITEM REQUEST FORM

Requested By:

Date Submitted:

Council Meeting Date:

Type of Request: (check only one)

☐ Report/Discussion

☐ Policy/Action

☐ Executive Session

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

Agenda Item Detail: (expand as necessary for clarification)

CITY OF CLEMSON, SOUTH CAROLINA

ORDINANCE #CC-2026-01

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: _____, 2025

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)

CITY OF CLEMSON, SOUTH CAROLINA

RESOLUTION NO. R-2026-01

DECLARING CITY COUNCIL'S DISAGREEMENT WITH A CIRCUIT COURT RULING REGARDING SECTION 13-55 OF THE CITY CODE; INVOKING THE PENDING ORDINANCE DOCTRINE; AND PROVIDING FOR OTHER RELATED MATTERS.

WHEREAS, the City Council ("Council") of the City of Clemson, South Carolina ("City") previously enacted section 13-55 of the Code of Ordinances, City of Clemson, South Carolina ("Code");

WHEREAS, section 13-55 of the Code provides a definition of "Townhouse Dwelling Unit[s]";

WHEREAS, Stephen Campbell d/b/a Shorecrest Apartments ("Property Owner") sued the City in the Pickens County Court of Common Pleas (C.A. No. 2022-CP-39-00024) asserting the Property Owner's rental property should be classified as one or more apartment(s) rather than one or more townhouse(s), in an apparent effort to avoid participating in the City's rental housing registration program;

WHEREAS, the City has defended the lawsuit through and including participating in a bench trial;

WHEREAS, the Circuit Court issued an order, which was filed December 22, 2025 ("Order"), in which the Circuit Court ruled in favor of the Property Owner;

WHEREAS, the City strongly disagrees in various respects with the Order and may appeal;

WHEREAS, notwithstanding the City's decision regarding whether to appeal, the City intends to commence the appropriate procedure to complete amend section 13-55 (and any other related areas) of the Code to address such misinterpretations as may be elucidated by the Order and to otherwise and further clarify the City's intention in enacting section 13-55 and those matters arising out of or relating to section 13-55;

WHEREAS, this Resolution is intended to serve as notice to the public of the City's official intent to make such amendments by beginning the process of enacting an ordinance;

NOW, THEREFORE, the Council resolves:

1. City Response to Order. The City disagrees with the Order in various respects and may appeal the Order.
2. Pending Ordinance Doctrine; Effective Date of Amendment(s) to Section 13-55. The "Pending Ordinance Doctrine," as described and applied by the South Carolina Supreme Court in *Sherman vs. Reavis*, 273 S.C. 542, 257 S.E.2d 735 (1979), and as adopted and applied by South Carolina courts in other decisions, is adopted and declared to be in full force and effect in the City with respect to application of any City planning, zoning, and development matters as contained in, and/or fairly implied by, this Resolution. This Resolution shall serve as public notice of the City's official intent to begin the ordinance enactment process related to clarifying section 13-55 (and any other related areas) of the Code to address such misinterpretations as may be elucidated by the Order and to otherwise and further clarify the City's intention in enacting section 13-55 and those matters arising out of or relating to section 13-55. As a result, such ordinance as may be ultimately, validly enacted, shall be deemed to be applicable at and after the adoption of this Resolution.
3. Reservation to City. The City reserves the right to repeal or amend this Resolution, at any time, from time to time, as often as the City, in its sole discretion, deems appropriate.

4. General Repealer. Each resolution, order, or part of the same in conflict with this Resolution, is, to the extent of that conflict, repealed.

5. Severability. If any part of this Resolution is unenforceable for any reason, then the remainder of this Resolution remains in full force and effect.

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

Adopted: January 5, 2026.

CITY OF CLEMSON, SOUTH CAROLINA

G. Robert Halfacre, Mayor

[SEAL]
ATTEST:

Jeremiah Jackson, Municipal Clerk

EXHIBIT A
CIRCUIT COURT ORDER
[FILED DECEMBER 22, 2025]

STATE OF SOUTH CAROLINA
COUNTY OF PICKENS

IN THE COURT OF COMMON PLEAS

**STEPHEN D. CAMPBELL d/b/a
SHORECREST APARTMENTS,**

Plaintiff,

vs.

**CITY OF CLEMSON, SOUTH
CAROLINA, and CITY COUNCIL OF
CITY OF CLEMSON, SOUTH
CAROLINA,**

Defendant.

C/A No. 2022-CP-39-00024

ORDER OF JUDGMENT

This matter came before the Court on the jury trial roster for the week of December 15, 2025. After qualifying and swearing in the jurors, but prior to calling the case, the Court addressed pre-trial motions made by the parties. The parties agreed that the case would be tried as a non-jury bench trial.

At the call of the case, all stipulated facts agreed to by the parties were placed on the record by the Court. Present at the trial were the Plaintiff, Stephen D. Campbell, individually, and d/b/a Shorecrest Apartments, and his attorney, Daniel L. Draisen, Esq. of The Injury Law Firm, P.C., the Defendants, City of Clemson, South Carolina and City Council of the City of Clemson, South Carolina, by and through its City Administrator, David “Andy” Blondeau, and its attorney, John Marshall Mosser, Esq, of King Kozlarek Root.

Having reviewed the pleadings, exhibits, testimony of the witnesses, the applicable law, and briefs of counsel, and having heard fully the arguments of counsel, I make the following findings of fact and conclusions of law:

1. The Plaintiff's rental properties located at 320 Sloan Street, Clemson, South Carolina do not fit the definition of "Townhouse Dwelling Unit" as contained in the City of Clemson's Rental Housing Ordinance, Chapter 13, Article III, Section 13-55.

2. The Plaintiff's rental properties located at 320 Sloan Street, Clemson, South Carolina are three (3) multi-family apartment buildings and are not a series of single-family buildings attached in a group of three or more. The Rental Housing Ordinance does not define the term "Single-Family Dwelling." However, the City of Clemson defines "Single-Family Dwelling" in its Zoning Ordinance, § 19-107, as "one building containing only one dwelling unit." Based on this definition, townhouse units must each be "one building containing only one dwelling unit" and attached to at least two (2) other townhouses. Plaintiff's buildings are single buildings which contain multiple dwelling units. Single-family dwellings with foundations that extend from the foundation to the roof are capable of standing on their own and could be detached from the other units without causing the others to collapse. That is not the case here. The term "foundation" in the City's definition of a "Townhouse Dwelling Unit" must be given its plain and ordinary meaning, and refers to the base of each single-family dwelling that carries the building's weight safely to the ground. Each apartment in Plaintiff's buildings do not have their own foundation that extends from the foundation to the roof. Rather, the foundation supports the entire building. Therefore, the buildings in their current construction configuration could not be detached from each other. As such, the City of Clemson's Rental Housing Ordinance, Chapter 13, Article III, Section 13-56, is inapplicable and does not apply to Plaintiff's rental properties.

3. Due to the bifurcation of Plaintiff's causes of action and a determination by the Court that the Plaintiff's rental properties are not "Townhouse Dwelling Units" but rather are apartment

buildings, Plaintiff lacks standing to challenge the constitutionality of the City of Clemson's Rental Housing Ordinance and those issues are now moot.

4. This action was brought by the Plaintiff pursuant to the Uniform Declaratory Judgments Act, S.C. Code Ann. 1976, Section 15-53-10 et seq. As such, absent a statute or contract that allows for the recovery of attorney's fees and costs, such are not recoverable by either party in this matter.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED THAT:

The Plaintiff's rental properties located at 320 Sloan Street, Clemson, South Carolina are three (3) multi-family apartment buildings and are not a series of single-family buildings attached in a group of three or more. As such, the City of Clemson's Rental Housing Ordinance, Chapter 13, Article III, Section 13-56, is inapplicable and does not apply to Plaintiff's rental properties.

The Plaintiff's properties at 320 Sloan Street, Clemson, South Carolina are not subject to the City of Clemson's Rental Housing Ordinance.

IT IS SO ORDERED.

(e-signature affixed hereto)

William C. McMaster, III,
Circuit Court Judge

Dated: _____
Pickens, South Carolina



Pickens Common Pleas

Case Caption: Stephen D Campbell VS Clemson City Of South Carolina , defendant,
et al
Case Number: 2022CP3900024
Type: Order/Civil Judgment

So Ordered

William C. McMaster, III



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





