Agenda
City Council
June 1, 2026
5:30 PM
Council Chamber, Clemson City Hall

Public Hearing: Proposed Budget for Fiscal Year 2026-2027
Note: The regular council meeting will begin at the conclusion of the Public Hearing.

Call to Order

Invocation and Pledge of Allegiance: Council Member Smith

Proclamation: National Gun Violence Awareness Day June 5, 2026

Public Session (3-minute limit per speaker)

Approval of Minutes

a. May 18, 2026

Reports/Discussion (2-minute limit per speaker)

a. Discuss endowment and non-profit support. - City Administrator Andy Blondeau

b. Discuss a contractual agreement between Clemson University and the City of Clemson for CATbus transportation services in FY 2027. - Transit Administrator Brian Fisher

c. Discuss a contractual agreement between the Town of Central and the City of Clemson for CATbus transportation services in FY 2027. - Transit Administrator Brian Fisher

d. Discuss a contractual agreement between the Town of Pendleton and the City of Clemson for CATbus transportation services in FY 2027. - Transit Administrator Brian Fisher

e. Discuss a contractual agreement between Highpointe and the City of Clemson for CATbus transportation services in FY 2027. - Transit Administrator Brian Fisher

f. Discuss a contractual agreement between the Pier (Core SVA) and the City of Clemson for CATbus transportation services in FY 2027. - Transit Administrator Brian Fisher

g. Staff Reports

Policy Action (2-minute limit per speaker)

a. Consider 2nd Reading to repeal the ordinance in Section 7-11. "Expenditures, purchasing, and receiving" with an effective date of July 1, 2026. - Finance Director Leslie Wilder

b. Consider 1st Reading of an ordinance to adopt the FY 2027 operating budget. - Finance Director Leslie Wilder

c. Consider 1st Reading of Proposed Planned Development (201 Pine Street). - Assistant City Administrator Nathan Woods

d. Consider a Resolution accepting the dedication of roads and sidewalks in Phases 10, 11, and Thurmond Lane Patrick Square and associated rights of way and easements. - City Engineer Nathan Hinkle

e. Consider a Resolution to adopt the Procurement Policy and Procedure Manual for the City of Clemson to be effective July 1, 2026. - Finance Director Leslie Wilder

f. Consider a Resolution to adopt the Purchasing Card Policy and Manual for the City of Clemson to be effective July 1, 2026. - Finance Director Leslie Wilder

Other Policy Items

Mayor-Council reports/comments/new business

Adjourn

Regular Council Meeting
May 18, 2026
Council Chamber-Clemson City Hall

5:30 PM Public Hearing: PUD-000526-2026 Proposed Planned Development (201 Pine Street)

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

Invocation and Pledge of Allegiance: Council Member Sherrill

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

Absent: Mayor Halfacre.

Notification emailed: May 14, 2026 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.

Oath of Office: Caitlyn Bailey, Felipe Andujar-Roman, and Carys Chuba

Public Session: Mayor Pro Tem Scott presiding. Diane Hart, 917 Berkeley Drive, regarding litter pickup and traffic. Ann Fuhr, 1017 Keystone Lane, regarding mosquito spraying in Clemson Downs. MyCivic comment from Holly Ulbrich, 2 Birch Place, regarding mosquito spraying. MyCivic comment from Stephanie Platt, 103 Mountain View Lane, regarding a cross that was removed at Mountain View Park.

Approval of Minutes: Minutes from the May 4, 2026 Regular Council Meeting were approved as presented.

Reports/Discussion

Discuss PUD-000526-2026 Proposed Planned Development (201 Pine Street). - Assistant City Administrator Nathan Woods deferred to City Council for questions. There are currently 96 bedrooms at the existing apartment complex. City Council requested the specific data the developer had about housing demand in Clemson. Due to concerns with the potential increased traffic, Council Member Jones suggested money be allocated for mitigation measures. Katie Healey, in opposition. CC Bates, 149 Folger Street, in opposition. Judy Fairey, 218 Strawberry Lane, in opposition. Bob Healey, 140 Folger Street, in opposition. Donna Mccubbin, 304 Edgewood Avenue, in opposition. Chris Eleazer, 115 Folger Street, in opposition. Nathan Woods answered questions from Mayor Pro Tem Scott regarding the development. He explained the retail spaces are required to have a 150% bond of the buildout cost if the space is not filled within the first year. He noted there is less than a 10% commercial vacancy rate in Clemson. He addressed concerns about older housing, stating that there is interest with developers now to convert older apartment complexes to individual units sold as single-family residences that are more affordable. New developments create a vacancy chain that ripples throughout the market and puts pressure on these older properties.

Draft

Discuss allowing the Procurement Coordinator & City Engineer to enter into negotiations with Raftelis Financial Consulting for the development of a Strategic Asset Management Plan. - City Engineer Nathan Hinkle noted the goal would be to broaden this plan out to all City departments.

Discuss a Resolution accepting the dedication of roads and sidewalks in Phases 10, 11, and Thurmond Lane Patrick Square and associated rights of way and easements. - City Engineer Nathan Hinkle presented this is the final road acceptance for Patrick Square and confirmed they are built to city standards.

Discuss a draft of the Procurement Policy and Procedure Manual for the City of Clemson to be effective July 1, 2026. - Finance Director Leslie Wilder presented that having policies instead of ordinances are becoming more prevalent. It also allows more information to be given to the employees than is practical with an ordinance. It would also increase the purchasing levels as requested by staff.

Discuss a Purchasing Card Policy and Manual for the City of Clemson to be effective July 1, 2026. - Finance Director Leslie Wilder presented there have been a small group of employees testing purchasing cards. Staff is excited about the operational improvements this change would provide.

Staff Reports

City Administrator Andy Blondeau: Mayor Halfacre, Council Member Smith, Andy Blondeau, Nathan Woods, Lindsey Newton, and Chief Campos will be attending the International Town and Gown Conference in College Station, Texas. They will return Friday evening. The Public Works appreciation luncheon is Wednesday at noon.

Policy Action

Consider 2nd Reading of 2023-R-01 Proposed Text Amendment for Rooftop Canopy Standards. - Assistant City Administrator Nathan Woods presented there were no changes since the last reading. Council Member Fulmer made a motion, seconded by Council Member Smith, to approve 2nd Reading of 2023-R-01 Proposed Text Amendment for Rooftop Canopy Standards. Vote on this motion was unanimous.

Consider 2nd Reading of RZNE-000529-2026 Proposed Map Amendment of a parcel on Elm Street. – Assistant City Administrator Nathan Woods presented there were no changes since the last reading Council Member Fulmer made a motion, seconded by Council Member Jones, to approve 2nd Reading of RZNE-000529-2026 Proposed Map Amendment of a parcel on Elm Street. Council Members Fulmer and Jones in support. Council Members Evans, Sherrill, and Smith and Mayor Pro Tem Scott in opposition. Motion failed 2 to 4.

Other Policy Items

Draft

Consider awarding the 2026 Berkeley Drive Multi-Use Path to Foothills Contracting Service, LLC in the amount of $2,305,048.00. - City Engineer Nathan Hinkle presented this project will replace the existing 4.5ft sidewalk with a 10ft sidewalk along Berkeley Drive. There will also be a new parking area created by demolishing the old house on the City's Berkeley Orchard property. Foothills Contracting Service LLC was the low bidder. A neighborhood meeting is planned for next Tuesday in Council Chambers at 5:30pm to give the public more information. The sidewalk is planned to be completed by school starting back in the fall with the Berkeley Orchard section to follow later. This project will also include restriping the Ashley Dearing Park parking lots. Council Member Fulmer made a motion, seconded by Council Member Jones, to award the 2026 Berkeley Drive Multi-Use Path to Foothills Contracting Service, LLC in the amount of $2,305,048.00. Vote on this motion was unanimous.

Mayor-Council reports/comments/new business

There being no further business, a motion was made, duly seconded, and unanimously approved to adjourn the meeting at 7:51 p.m.

Respectfully submitted,

_____

Jeremiah Jackson, MBL

Approved

By: _____

G. Robert Halfacre, Mayor

Draft

CITY OF CLEMSON
AGENDA ITEM REQUEST FORM

Requested By:
Andy Blondeau, City Administrator

Date Submitted: 5/22/26

Council Meeting Date: June 1, 2026

Type of Request: (Choose Only One)
Report/Discussion

Agenda Item Summary: (brief for public information and posted agenda)
Discuss endowment and non-profit support.

Agenda Item Detail: (expand as necessary for clarification)

CITY OF CLEMSON
AGENDA ITEM REQUEST FORM

Requested By:
Brian Fisher, Transit Administrator

Date Submitted: 5/22/26

Council Meeting Date: June 1, 2026

Type of Request: (Choose Only One)
Report/Discussion

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

Agenda Item Detail: (expand as necessary for clarification)

Contractual Agreement between

Clemson University and the City of Clemson, SC

July 2026 - June 2027

WHEREAS, Clemson University and the City of Clemson, South Carolina, worked together to create the Clemson Area Transit (CAT) in 1996 to mutually benefit the students, faculty and staff of Clemson University and the citizens of the City of Clemson; and

WHEREAS, the City of Clemson has received ongoing South Carolina Department of Transportation **(SCDOT)** and Federal Transit Administration **(FTA)** grant money for the operation and capital improvements of CAT; and

WHEREAS, both Clemson University and the City of Clemson **(collectively, the Parties)** desire that the operation and service of CAT continue;

NOW, THEREFORE, this Agreement is entered between Clemson University **(University)** and the City of Clemson, South Carolina **(City),** for the purpose of operating **CAT** to serve the students, faculty and staff of the University, the citizens of the City and, upon their mutual consent, members of certain nearby communities.

Accordingly, the University and the City agree as follows:

I. TERM

This Agreement is effective upon signature by all representatives for both parties and shall remain in full force and effect until June 30, 2027, or until terminated pursuant to the provisions of Section IX below; provided however that the terms of this Agreement are subject to renegotiation pursuant to Section XI, including but not limited to COVID-19 considerations.

II. OPERATIONS AND SERVICES

A. Operations. The Parties agree to continue operation of CAT running the Red Route, Tripper Routes, and Gold Route service. CAT operating year begins on July 1 and ends on June 30 of the following year.

B. Services. The Parties agree to the bus routes and timetables for the various routes as set forth as Exhibit A to this Agreement.

The Parties agree to make best efforts to mutually develop routes, timetables and headways on or before May 31, 2027, if the Parties anticipate renewing this Agreement for a subsequent period.

The routes and timetables in Exhibit A may be amended from time to time by mutual written agreement between the University and the City. To the extent

that such changes impact the costs, the University and the City will include the proper adjustment of those costs in the written amendment. All route changes, additions or deletions utilizing any funds matched by University contributions must be approved by the University.

In addition to fulfilling routes as outlined in Exhibit A, occasional Driver Only services may be requested by the University and the City agrees to support this need, at their sole discretion, at the hourly driver only rate outlined below.

III. COMPLIANCE WITH FEDERAL AND STATE LAWS, RULES AND REGULATIONS

CAT has sole responsibility for ensuring compliance with applicable federal and state laws, rules and regulations, including those regulations and rulings that relate to the prohibition of charter service by federally subsidized transit operations.

The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

Pursuant to changes by the FTA and SCDOT grant agencies, the City will not provide charter service. However, University may at times desire to receive and pay for On Demand Services that will be provided during this contract period. Clemson Area Transit will receive On Demand Service requests from the Director of Parking and Transportation Services, or his designee, and will not accept requests for On Demand Service from individual departments of University. CAT will make all possible efforts to fulfill On Demand Services, but reserves the sole discretion in determining the availability and number of buses required for each request for On Demand Service. Clemson Area Transit shall not provide private charter services.

IV. USE OF CLEMSON UNIVERSITY TIGER PAW

The University owns a federal trademark registration for the Tiger Paw mark. In addition, it maintains strong common law rights to the mark by way of its long, extensive, and continuous use of the logo in connection with various services, promotions and licensed merchandise. The Tiger Paw may not be used by a third party without the written approval of the University. The unauthorized use of the mark, or any confusingly similar version of it, may give rise to claims for trademark infringement, dilution, and/or unfair competition. To this point, under the law, such claims do not arise only when a third party uses an exact copy of the mark. Rather, a third party cannot use a design similar to that protected by the University (including, without limitation, a "reversed" version of the design or a design with slight variations) if such a use is likely to confuse the public as to affiliation with, or sponsorship, or approval by the University.

The University grants CAT a royalty-free, limited license to use the actual Tiger Paw mark during the term of this Agreement. Such use must be without variation or manipulation, and it must be approved in advance by the University's Director of Licensing. If CAT uses the Tiger Paw, then the actual Tiger Paw mark must be used, along with the registration mark, with the Paw tilted to 1:00, and reproduced in either orange (PMS 165) or white. No copy is permitted on the Tiger Paw. If CAT desires to reproduce the Tiger Paw on apparel or other items, the parties agree that CAT will use a local licensee from the list maintained by the University's Director of Licensing.

V. FINANCIAL/EQUIPMENT COMMITMENTS

The parties are obligated to the financial commitments for CAT as indicated in Exhibit B, Financial Detail Sheet.

A. University

(1) The University shall pay half of the following amount on September 16 of each year, and the other half on February 3 of each year:

i. Matching contribution of operating and administrative costs for CAT in the amount of $1,056,160.50 as outlined in Exhibit A for the Red Route; matching contribution of operating and administrative costs for CAT in the amount of $181,156.25 as outline in Exhibit A for the Gold Route; and matching contribution of operating and administrative costs for CAT in the amount of $30,672 as outlined in Exhibit A for the Tripper Route.

ii. A one (1) time contribution as a matching contribution of operating and administrative costs for the Pendleton Route in the amount of $15,000.

(2) As a contribution to the Capital Equipment Reserve Account, the University shall pay to the City $0.

(3) The University will consider and agree with the City on matching fund payments as a separate commitment to support the strategic bus replacement plan as mutually agreed to (see Section V. C (3)).

(4) The University shall pay a Driver Only rate of $106.50 for Driver Only services provided by the City.

B. City

(1) The City will prepare a draft transit operation budget for the term of this Agreement, which will be the basis for discussions on CAT enterprise fund account and cost discussions as required by this contract. The City will provide a final budget to the University upon its completion.

(2) The City will maintain a CAT enterprise fund account as part of its operating budget.

(3) The City will deposit into the CAT enterprise fund, all funds received from the University pursuant to the Agreement, to include any and all revenues generated by the CAT operation reserve accounts. In the event that the University chooses not to renew this Agreement, the City will prorate any and all related year-to-date operating expenses and reimburse the University any funds paid by the University up to the service termination date. In the event these related operating expenses exceed payments received from the University at the time-of-service termination, the City shall invoice the University, within 30 days of service termination, for payment of utilized but unpaid hours of service. The City will retain all other operational and capital purchase reserve amounts in the CAT enterprise account, not otherwise owed to the University under this Agreement. Those funds shall be utilized for the ongoing operation of the transit service.

(4) The City, at every opportunity, shall apply for federal and state grants for CAT, including grants pursuant to 49 U.S.C. §§5307, 5309, 5310, 5339, and 5340. Any grant applications which commit University resources shall be reviewed and approved by the University's Vice President for Student Affairs prior to the submission of the grant application to the sponsor or funding agency. All future transit grant funds received by the City will be deposited into the CAT enterprise fund or a separate capital grant account if required as a condition of the grant award.

(5) The City shall carry a minimum of ONE MILLION DOLLARS ($1,000,000) insurance coverage combined single limit for bodily injury and property damage per accident on all vehicles and will provide University with proof of insurance of the policy. A certificate of insurance will be provided by the City to the University's Office of Risk Management prior to the commencement of the operation of a transit vehicle. The premium for this insurance will be paid out of the transit account maintained by the City.

(6) The City agrees that savings created from fleet conversion from diesel to electric will be monitored and tracked on a monthly basis or quarterly as mutually agreed upon. Such data will be used as part of a life cycle cost analysis to determine whether to continue to replace diesel buses with electric buses.

C. Both Parties.

i. In the event of an extreme and unexpected economic situation, i.e., significant increase in fuel expense or major maintenance issue, both the University and the City agree to mutually determine how to resolve the resulting funding requirement.

ii. Both the University and the City agree to mutually develop and agree on a bus replacement strategy for future years that will consider commitments of capital investments, strategic purchase of vehicles and infrastructure to support the fleet, utilization of grant or other public funding, matching funds and other factors that go into making replacement decisions. The strategy will make every effort to achieve a fair, well thought out, and future-looking plan that will allow both parties to work in the best interest of the future of CAT as it supports the University needs.

VI. OTHER COMMITMENTS AND GOALS

The parties are obligated to the financial commitments for CAT as indicated in Exhibit B.

A. University

(1) The University agrees to jointly communicate any proposed route or schedule changes to its students and student government representatives.

(2) The University agrees to provide research support from faculty and/or students to attempt to study and model grant funding to allow the University and City to make educated, data-based decisions on the impact of route changes on potential qualification of available operational grant funding.

(3) The University agrees to market, encourage, and promote CAT ridership to its students, faculty, and staff in a mutual effort to increase ridership.

B. City

(1) The City shall operate CAT in accordance with the terms and conditions of this Agreement, including any properly executed amendments or other modifications mutually agreed upon in writing by both parties.

(2) All CAT personnel will be employees of the City, and it is the City's responsible to ensure that personnel who drive buses are properly licensed and trained.

(3) The City will maintain all buses according to best practices to ensure that they are fully operational, safe, clean and well-kept, and the City will use its best efforts to ensure that buses display accurate information on the marquee of each bus.

(4) The City agrees to operate the Red Route and the Gold Route as outlined in Exhibit A.

VII. ADMINISTRATION

A. Responsibilities. The primary responsibility for the overall implementation, operations, and management of CAT belongs to the City. The City is responsible for adhering to the budget; any exceptions to the approved budget during the term of this Agreement must be approved in writing by the University. The City will coordinate all operations information with the University. All matters related to this Agreement and the operation of the transit system shall be communicated to the University by the Associate Vice President for Student Affairs responsible for parking and transit operations.

B. Audit and Record Keeping. The University shall have the right, upon request, to audit the records of the City and CAT as they pertain to this contract, including relevant computer files. The University agrees to provide the City with a copy of any such audit. The City agrees to provide the University with a copy of any audit initiated by an outside agency which includes any aspect of the City's Transit operations, equipment or facilities. The City Agrees to maintain records relating to this contract for a period of three (3) years from the date of final payment under this Agreement. This provision will survive expiration or earlier termination of this Agreement. These records shall be maintained in accordance with generally accepted accounting principles. These records do not include personnel files of individual employees except to the extent of needing to possibly identify who was employed at certain times during the contract.

C. Reports. In addition to the reports provided to the Transit Operations Partners Committee, the City shall provide the following reports to the University:

(1) Ridership Report: The City shall electronically provide a monthly summary of ridership in a spreadsheet format. Additionally, the University shall have access upon reasonable request to the daily ridership route logs and in the event such daily logs are maintained in an electronic format, the City shall upon request provide an electronic copy to the University.
(2) Exception Reports: The City shall deliver a summary report indicating any run on a scheduled route that was not started or completed detailing the reason for the cancellation, or early termination of the run on the route, within five (5) business days of the occurrence.
(3) Financial Reports: The City shall provide a monthly budget report to the University showing the revenues and expenses for CAT including line-item detail of the Capital Equipment Reserve Account and the CAT enterprise fund account.

D. Monthly Meetings. The parties shall meet in September, October, January, March and May on mutually agreeable dates to discuss ridership trends, potential route modifications, operational matters, identify opportunities for efficiencies, budget review, and such other matters as the parties agree. CATbus staff will meet with Parking & Transportation as needed to develop

and modify all data used in the analyses. The Transit Administrator is responsible for establishing the meeting dates and times.

VIII. OVERSIGHT

A. Transit Operations Partners Committee. A committee will be established and maintained for the purpose of ongoing review and oversight of transit operations. The Transit Operations Partners Committee will meet each year in February for its annual review. This committee will consist of members designated by each of the local financial sponsors - municipal and university - of Clemson University Director of Parking and Transportation Services

- Clemson University Chair of Parking Advisory Committee
- Clemson University Parking Advisory Committee Member
- Clemson City Administrator and/or Assistant City Administrator or Deputy Administrator
- One Clemson City Council member

B. Transit Administrator. The City's Transit Administrator shall apprise the Transit Partners Committee of all matters pertaining to CAT and will recommend to the Committee those actions and policies believed necessary for the efficient operation of CAT. The Transit Administrator shall receive advisory direction from the Committee but is ultimately responsible to the City and will be governed by City policy.

The Transit Administrator shall serve as the Committee's contact and staff representative for CAT operations and shall provide the Committee with the following information quarterly, or upon request:

(1) Monthly operations reports;
(2) Ridership data for all routes;
(3) Revenue/expenditure reports;
(4) Citizen complaints and suggestions;
(5) New service requests;
(6) Grant requests;
(7) Long-range planning; and
(8) Capital improvement programs.

IX. TERMINATION

This Agreement may be terminated by either party without penalty upon 120 days written notice.

Upon termination,

(1) The City will reimburse the University any funds paid by the University during the year in which the termination occurred which had not yet been obligated.

(2) Upon any reduction or elimination of grant funding for CAT by the SCDOT or by the FTA, neither party to this Agreement shall be required to provide funding to maintain operations and services. This event will be considered a Special Exception allowing the early termination of this Agreement, if the Agreement cannot be modified to continue operations without the grant funds at issue.

In the event of termination, capital purchase obligations defined in this Agreement shall remain in effect; all reserve and contingency funds in the City's CAT Enterprise Fund shall be used to satisfy the full payment of the capital purchase shown in this Agreement.

X. LIABILITY AND INDEMNIFICATION

To the fullest extent allowed by law, the City of Clemson will and does hereby agree to protect and defend the University and its respective affiliated enterprises, officers, employees, Trustees, representative(s) and agents from and against all damages, losses, liens, cause of action, suits, judgements, expenses, and other claims of any nature, kind or description by any entity or person resulting from the operation of Clemson Area Transit under the performance of this agreement through the procurement of and coverages offered under the following insurance: general liability, public official liability, automobile and bus, worker's compensation, excess liability insurance coverage, and any other insurance endorsements that serve to protect the City of Clemson and its CAT Partners.

XI. RENEGOTIATION

Both parties concur that this Agreement addresses the schedules as a best estimate. They agree to meet, review and consider modification that could be caused by grant funding changes, service level changes, ridership, COVID-19 or other epidemic considerations, and efficiencies. These modifications would be implemented through amendments pursuant to Section II.B. of this Agreement. These meetings will occur in December of each year but may be called earlier in exigent circumstances. In the event that one party believes a change is needed and the parties' representatives are not able to reach an agreement within thirty (30) days of the start of negotiations, the City's Mayor and the University's Vice President for Finance & Operations shall meet at least once to make a good faith effort to reach agreement.

XII. FEDERAL CLAUSES

The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

APPROVED AND ACCEPTED BY:

CLEMSON UNIVERSITY

By: _____
Procurement Director Date

CITY OF CLEMSON

By: _____
Transit Administrator Date

By: _____
City Administrator Date

By: _____
Mayor Date

Exhibit A
Bus Routes and Timetables

Red Route

Route Name	Days of Wk.	# of Days	Route Begin Time	Route End Time	Shift Hours	Chargeable Hours / Bus	Cost/Hr.	# of Buses	Total Days	Total Service Hrs.	Total Cost
Red Route - Semester Service	Mon. - Thurs.	4	7:00 AM	11:00 AM	4:00	4.0	$106.50	7	59	1652	$175,938.00
FALL SEMESTER	Mon. - Thurs.	4	11:00 AM	2:00 PM	3:00	3.0	$106.50	4	59	708	$75,402.00
	Mon. - Thurs.	4	2:00 PM	6:30 PM	4:30	4.5	$106.50	7	59	1858.5	$197,930.25
	Mon. - Thurs.	4	6:30 PM	8:00 PM	1:30	1.5	$106.50	4	59	354	$37,701.00
	Mon. - Thurs.	4	8:00 PM	3:00 AM	7:00	7.0	$106.50	2	58	812	$86,478.00
(Full)	Mon. - Thurs.	4	7:00 AM	8:00 PM	13:00	13.0	$106.50	4	6	312	$33,228.00
(Full)	Mon. - Thurs.	4	8:00 PM	3:00 AM	7:00	7.0	$106.50	2	6	84	$8,946.00
(Holiday)	Mon. - Thurs.	4	7:00 AM	6:30 PM	11:30	11.5	$106.50	2	14	322	$34,293.00
	Fri.	1	7:00 AM	11:00 AM	4:00	4.0	$106.50	7	15	420	$44,730.00
	Fri.	1	11:00 AM	12:00 AM	13:00	13.0	$106.50	4	16	832	$88,608.00
	Fri.	1	12:00 AM	3:00 AM	3:00	3.0	$106.50	2	16	96	$10,224.00
(Holiday)	Fri.	1	7:00 AM	10:30 PM	15:30	15.5	$106.50	2	1	31	$3,301.50

	Sat.	1	7:30 AM	8:00 PM	12:30	12.5	$106.50	2	14	350	$37,275.00
	Sat.	1	8:00 PM	12:00 AM	4:00	4.0	$106.50	2	14	112	$11,928.00
	Sat.	1	12:00 AM	3:00 AM	3:00	3.0	$106.50	2	14	84	$8,946.00
(Football)	Sat.	1	7:30 AM	8:00 PM	12:30	12.5	$106.50	2	8	200	$21,300.00
	Sun.	1	7:30 AM	3:00 AM	19:30	19.5	$106.50	2	14	546	$58,149.00
(Holiday)	Sun.	1	2:00 PM	3:00 AM	13:00	13.0	$106.50	2	2	52	$5,538.00
								FALL SEMESTER SUBTOTAL	*125*	*8825.5*	*$939,915.75*
Red Route - Semester Service	Mon. - Thurs.	4	7:00 AM	11:00 AM	4:00	4.0	$53.25	7	57	1596	$84,987.00
SPRING SEMESTER	Mon. - Thurs.	4	11:00 AM	2:00 PM	3:00	3.0	$53.25	4	57	684	$36,423.00
	Mon. - Thurs.	4	2:00 PM	6:30 PM	4:30	4.5	$53.25	7	57	1795.5	$95,610.38
	Mon. - Thurs.	4	6:30 PM	8:00 PM	1:30	1.5	$53.25	4	57	342	$18,211.50
	Mon. - Thurs.	4	8:00 PM	3:00 AM	7:00	7.0	$53.25	2	57	798	$42,493.50
(Full)	Mon. - Thurs.	4	7:00 AM	8:00 PM	13:00	13.0	$53.25	4	6	312	$16,614.00
(Full)	Mon. - Thurs.	4	8:00 PM	3:00 AM	7:00	7.0	$53.25	2	6	84	$4,473.00

(Holiday)	Mon. - Thurs.	4	7:00 AM	6:30 PM	11:30	11.5	$53.25	2	4	92	$4,899.00
	Fri.	1	7:00 AM	11:00 AM	4:00	4.0	$106.50	7	15	420	$44,730.00
	Fri.	1	11:00 AM	12:00 AM	13:00	13.0	$106.50	4	16	832	$88,608.00
	Fri.	1	12:00 AM	3:00 AM	3:00	3.0	$106.50	2	16	96	$10,224.00
(Holiday)	Fri.	1	7:00 AM	10:30 PM	15:30	15.5	$106.50	2	1	31	$3,301.50
	Sat.	1	7:30 AM	8:00 PM	12:30	12.5	$106.50	2	14	350	$37,275.00
	Sat.	1	8:00 PM	12:00 AM	4:00	4.0	$106.50	2	14	112	$11,928.00
	Sat.	1	12:00 AM	3:00 AM	3:00	3.0	$106.50	2	14	84	$8,946.00
(Holiday)	Sat.	1	7:00 AM	10:30 PM	15:30	15.5	$106.50	2	1	31	$3,301.50
(Football)	Sat.	1	7:30 AM	8:00 PM	12:30	12.5	$106.50	2	8	200	$21,300.00
	Sun.	1	7:30 AM	3:00 AM	19:30	19.5	$106.50	2	15	585	$62,302.50
(Holiday)	Sun.	1	2:00 PM	3:00 AM	13:00	13.0	$106.50	2	2	52	$5,538.00
								SPRING SEMESTER SUBTOTAL	*115*	*8496.5*	*$601,165.88*
Red Route	Mon. - Thurs.	4	7:00 AM	8:30 PM	13:30	13.5	$106.50	2	61	1647	$175,405.50
Summer Service	Fri.	1	7:00 AM	10:30 PM	15:30	15.5	$106.50	2	15	465	$49,522.50
	Sat	1	10:00 AM	8:00 PM	10:00	10.0	$106.50	2	14	280	$29,820.00
	Sun	1	12:00 PM	4:00 PM	4:00	4.0	$106.50	2	15	120	$12,780.00

								SUMMER SEMESTER SUBTOTAL	*105*	*2512*	*$267,528.00*
								Total Red Route Service Days:	345		
		= Changes from prior year schedule						*Total Red Route Service Hours:*		19834	
								Total Red Route Service Costs:			*$2,112,321.00*
								Grant Subsidy:			*$(1,056,160.50)*
								Total Costs:			***$1,056,160.50***

Tripper

FY 27 Tripper analysis	Days of the Week	Hours	# of days	# of buses	Cost per Hour	Total Hours	Total Cost
Non-Home Game Service	Thursday	4	32	1	$106.50	128	$13,632.00
	Friday	3	32	2	$106.50	192	$20,448.00
	Saturday	5	24	1	$106.50	120	$12,780.00
	Saturday	3	24	1	$106.50	72	$7,668.00
Home Game Service	Saturday	5	8	1	$106.50	40	$4,260.00
	Saturday	3	8	1	$106.50	24	$2,556.00
			128			576	
						Total Cost:	$61,344.00
						Grant Share	$30,672.00
						University Share:	$30,672.00

Gold Route

FY27 Gold Route Transit Summary

Route Name	Days of Wk.	Route Begin Time	Route End Time	Shift Hours	Chargeable Hours / Bus	# of Buses	Total Days	Total Service Hrs.	Cost per Hour	Estimated Cost	Service Hrs. per Day
GOLD ROUTE FALL SEMESTER	Mon. - Fri.	7:00 AM	11:00 AM	4:00	4.0	2	78	624	$ 106.25	$66,300.00	8
	Mon. - Fri.	11:00 AM	2:00 PM	3:00	3.0	2	78	468	$ 106.25	$49,725.00	6
	Mon. - Fri.	2:00 PM	6:00 PM	4:00	4.0	2	78	624	$ 106.25	$66,300.00	8
						FALL SEMESTER SUBTOTAL	*78*	*1716*		*$182,325.00*	
GOLD ROUTE SPRING SEMESTER	Mon. - Fri.	7:00 AM	11:00 AM	4:00	4.0	2	77	616	$ 106.25	$65,450.00	8
	Mon. - Fri.	11:00 AM	2:00 PM	3:00	3.0	2	77	462	$ 106.25	$49,087.50	6
	Mon. - Fri.	2:00 PM	6:00 PM	4:00	4.0	2	77	616	$ 106.25	$65,450.00	8
						SPRING SEMESTER SUBTOTAL	*77*	*1694*		*$179,987.50*	
						Total Service Days:	155				
						FY27 Totals		**3410.0**		**$362,312.50**	
									University Share:	$181,156.25	

Red Route

JULY 2026

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

Red - 15 min Service	0
Red - Full Service	0
Red - Summer/Holiday Service	23
Red - Saturday Summer Service	3
Red - Sunday Summer Service	4
Red - COVID Impacted Service	0
Red - Other (See Detail Below)	0
Red - No Service	1
Total Days	31
Total Service Days	30

AUGUST 2026

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

Red - 15 min Service	9
Red - Full Service	6
Red - Summer/Holiday Service	10
Red - Saturday Summer Service	3
Red - Sunday Summer Service	2
Red - COVID Impacted Service	0
Red - Other (See Detail Below)	1
Red - No Service	0
Total Days	31
Total Service Days	31

SEPTEMBER 2026

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

Red - 15 min Service	22
Red - Full Service	8
Red - Summer/Holiday Service	0
Red - Saturday Summer Service	0
Red - Sunday Summer Service	0
Red - COVID Impacted Service	0
Red - Other (See Detail Below)	0
Red - No Service	0
Total Days	30
Total Service Days	30

OCTOBER 2026

Sun	Mon	Tue	Wed	Thu	Fri	Sat
				1	2	3
4	5	6	7	8	9	10

NOVEMBER 2026

Sun	Mon	Tue	Wed	Thu	Fri	Sat
1	2	3	4	5	6	7
8	9	10	11	12	13	14

DECEMBER 2026

Sun	Mon	Tue	Wed	Thu	Fri	Sat
		1	2	3	4	5
6	7	8	9	10	11	12

11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

Red - 15 min Service	20
Red - Full Service	7
Red - Summer/Holiday Service	2
Red - Saturday Summer Service	0
Red - Sunday Summer Service	0
Red - COVID Impacted Service	0
Red - Other (See Detail Below)	0
Red - No Service	2
Total Days	31
Total Service Days	29

JANUARY 2027

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

15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

Red - 15 min Service	18
Red - Full Service	7
Red - Summer/Holiday Service	1
Red - Saturday Summer Service	0
Red - Sunday Summer Service	0
Red - COVID Impacted Service	0
Red - Other (See Detail Below)	1
Red - No Service	3
Total Days	30
Total Service Days	27

FEBRUARY 2027

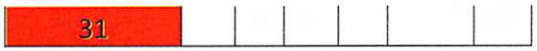
Sun	Mon	Tue	Wed	Thu	Fri	Sat
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28						

13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

Red - 15 min Service	4
Red - Full Service	7
Red - Summer/Holiday Service	12
Red - Saturday Summer Service	0
Red - Sunday Summer Service	0
Red - COVID Impacted Service	0
Red - Other (See Detail Below)	0
Red - No Service	8
Total Days	31
Total Service Days	23

MARCH 2027

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







Red - 15 min Service	17
Red - Full Service	10
Red - Summer/Holiday Service	1
Red - Saturday Summer Service	0
Red - Sunday Summer Service	0
Red - COVID Impacted Service	0
Red - Other (See Detail Below)	1
Red - No Service	2
Total Days	31
Total Service Days	29

Red - 15 min Service	20
Red - Full Service	8
Red - Summer/Holiday Service	0
Red - Saturday Summer Service	0
Red - Sunday Summer Service	0
Red - COVID Impacted Service	0
Red - Other (See Detail Below)	0
Red - No Service	0
Total Days	28
Total Service Days	28

Red - 15 min Service	18
Red - Full Service	5
Red - Summer/Holiday Service	5
Red - Saturday Summer Service	0
Red - Sunday Summer Service	0
Red - COVID Impacted Service	0
Red - Other (See Detail Below)	1
Red - No Service	2
Total Days	31
Total Service Days	29

APRIL 2027

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

MAY 2027

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

JUNE 2027

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

Red - 15 min Service	17
Red - Full Service	13
Red - Summer/Holiday Service	0
Red - Saturday Summer Service	0

Red - 15 min Service	0
Red - Full Service	0
Red - Summer/Holiday Service	21
Red - Saturday Summer Service	5

Red - 15 min Service	0
Red - Full Service	0
Red - Summer/Holiday Service	22
Red - Saturday Summer Service	3

Red - Sunday Summer Service	0
Red - COVID Impacted Service	0
Red - Other (See Detail Below)	0
Red - No Service	0
Total Days	30
Total Service Days	30

Red - Sunday Summer Service	5
Red - COVID Impacted Service	0
Red - Other (See Detail Below)	0
Red - No Service	0
Total Days	31
Total Service Days	31

Red - Sunday Summer Service	4
Red - COVID Impacted Service	0
Red - Other (See Detail Below)	0
Red - No Service	1
Total Days	30
Total Service Days	29

"COVID Impacted Service" operates hourly from 7 a.m. - 10:30 p.m.

"Other" Service operates from 2 pm - 3:00 am

"15 min Service" operates 7am - 11 am & 2 pm - 6 pm Mon - Thurs

Added Football Service

	14
Total Days of 15 Min Service:	**5**
Total Days of Full Service:	**71**

Total Days of Summer/Holiday Service:	**97**
Total Days of Saturday Summer Service:	**14**
Total Days of Sunday Summer Service:	**15**
Total Days of COVID Impacted Service:	**0**
Total Days of Other Service:	**4**
Total Days of No Service:	**19**
Total Days Accounted For:	**365**
Total Days of Service:	**346**

Gold Route

2026-2027 Gold Route Service Calendar

JULY 2026

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

Gold - In Service	0
Gold - No Service	31
	3
Total Days	1
Total Service Days	31

AUGUST 2026

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

Gold - In Service	9
Gold - No Service	22
	3
Total Days	1
Total Service Days	9

SEPTEMBER 2026

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

Gold - In Service	22
Gold - No Service	8
	3
Total Days	0
Total Service Days	22

OCTOBER 2026

Sun	Mon	Tue	Wed	Thu	Fri	Sat
				1	2	3
4	5	6	7	8	9	10

NOVEMBER 2026

Sun	Mon	Tue	Wed	Thu	Fri	Sat
1	2	3	4	5	6	7
8	9	10	11	12	13	14

DECEMBER 2026

Sun	Mon	Tue	Wed	Thu	Fri	Sat
		1	2	3	4	5
6	7	8	9	10	11	12

		13	14	15	16	17
11	12					
18	19	20	21	22	23	24
25	26	27	28	29	30	31

Gold - In Service	20
Gold - No Service	11
	3
Total Days	1
Total Service Days	20

15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

Gold - In Service	18
Gold - No Service	12
	3
Total Days	0
Total Service Days	18

13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

Gold - In Service	9
Gold - No Service	22
	3
Total Days	1
Total Service Days	9

JANUARY 2027

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

Gold - In Service	17
Gold - No Service	14

FEBRUARY 2027

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

Gold - In Service	20
Gold - No Service	8

MARCH 2027

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

Gold - In Service	18
Gold - No Service	13

Total Days	31
Total Service Days	17

APRIL 2027

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

Gold - In Service	22
Gold - No Service	8
Total Days	30
Total Service Days	22

Total Days	28
Total Service Days	20

MAY 2027

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

Gold - In Service	0
Gold - No Service	31
Total Days	31
Total Service Days	0

Total Days	31
Total Service Days	18

JUNE 2027

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

Gold - In Service	0
Gold - No Service	30
Total Days	30
Total Service Days	0

Total Days of Service:	**15**
Total Days of No Service:	**21**
Total Days Accounted For:	**36**

	15
Total Days of Service:	**5**

Ke **y**	
In Service 7:30 AM - 5:30 PM	
No service	

CITY OF CLEMSON
AGENDA ITEM REQUEST FORM

Requested By:
Brian Fisher, Transit Administrator

Date Submitted: 5/22/26

Council Meeting Date: June 1, 2026

Type of Request: (Choose Only One)
Report/Discussion

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

Agenda Item Detail: (expand as necessary for clarification)

Intergovernmental Agreement

Town of Central, SC, and the City of Clemson, SC

July 2026 - June 2027

WHEREAS, the City of Clemson has received ongoing South Carolina Department of Transportation and Federal Transit Administration grant money for the operation and capital improvements of Clemson Area Transit, and,

WHEREAS, Clemson Area Transit is a department within the City of Clemson, and

WHEREAS, The City of Clemson is a body politic in the State of South Carolina, and

WHEREAS, The Town of Central is a body politic in the State of South Carolina, and

WHEREAS, Pursuant to SC Code of Laws Section 6-1-20, Local governments, including counties, municipalities and special service districts, may enter into contractual agreements with each other to provide joint public facilities and services when considered mutually desirable, and

WHEREAS, the Town of Central, and the City of Clemson would like to continue operations of Clemson Area Transit and,

NOW, THEREFORE, this contractual agreement is entered into this 1st day of July, 2026 by and between the Town of Central, hereinafter referred to as ***"Central"***, and the City of Clemson, South Carolina, hereinafter referred to ***"City"*** for the purpose of operating a bus transit system known as Clemson Area Transit hereinafter referred to as ***"CAT"*** to serve the general public.

In consideration of the mutual promises as hereinafter stated the Town of Central, and the City of Clemson agree as follows:

I. TERM

A. The contractual agreement between Central, and the City dated July 1, 2026, is terminated effective June 30, 2027. This contractual agreement shall remain in full force and effect until the effective termination date or as stated in Section VII of this agreement.

B. The City, Central, and will evaluate no later than April 30, 2027 the transit operations in order to determine whether to continue this agreement. To assist in the evaluation, the Transit Administrator will prepare and deliver to the Partnership Committee or Clemson Area Transit by March 30, 2027.

a. A proposed operating budget for the Central Route for the upcoming fiscal year

b. A comprehensive capital improvement plan for bus replacement on this route, as needed.

c. A projected operating budget of expenses and revenues for the next year.

II. OPERATIONS AND SERVICES

A. Operations and Services

Central, and the City hereby agree to continue operations of CAT. The CAT operating year shall be from the 1st day of July to through the 30th day of June of the following calendar year. Central and the City of Clemson are in agreement to the bus routes and timetable set forth in the annual calendar of bus service schedule that is attached to this contractual agreement known as **Appendix A.**

B. Length of Services and Hours

The scheduling calendar for the Central Route is attached to this agreement. It calls for 984 hours of service during the fiscal year. This service shall be billed separately from base route service costs at $106.50 an hour.

Every year hereafter, Central, and the City will agree upon the bus routes, timetables and headways to be mutually developed no later than April 1st of each year.

III. FINANCIAL/EQUIPMENT COMMITMENTS

Neither party is obligated to any financial commitments for the CAT except as stated in this Agreement.

A. Town of Central

For the City's provision of public mass transportation services through CAT, Central shall pay to the City, **One hundred and four thousand seven hundred and ninety six dollars. ($104,796)**

for the fiscal year beginning July 1, 2026 and ending June 30, 2027. This sum shall represent Central' s matching contribution of operating and administrative costs. The sum shall be due in the amount of $52,398 on August 31, 2026 and $52,398 due January 4, 2027.

B. City of Clemson

a. The City will prepare a transit operational budget for the term of this agreement.

b. The City will maintain a CAT enterprise fund account as part of its operating budget.

c. The City will deposit into the CAT account all funds received from Central pursuant to this agreement, to include any and all revenues generated by the CAT operations.

d. The City, at every opportunity, shall apply for federal and state grants for CAT. Any grant applications which commit Central resources shall be reviewed and

approved by the Central Town Administrator prior to the grant application being sent to the sponsor. All future grant funds received by the City will be deposited into the CAT account.

e. The City will purchase adequate vehicle insurance for all vehicles and will provide Central with proof of insurance of the policy. A certificate of insurance will be provided by the City to Central prior to the commencement of the operation of a transit vehicle. The premium for this insurance will be paid out of the transit account maintained by the City.

f. The City shall operate CAT in accordance with the terms and conditions of this agreement, including any amendments or modifications mutually agreed upon by the parties.

g. All CAT personnel must be employees of the City.

IV. ADMINISTRATION

A. Responsibilities

The primary responsibilities for the overall implementation, operations and management of CAT will rest with the City. The City is responsible for adhering to the budget; any exceptions to the approved budget during the term of this agreement must be approved in writing by all partners.

B. Audit

On an annual basis, an independent certified public accounting firm, employed by Clemson City Council shall perform an audit of the CAT operations. Appropriate federal and state agencies, the City and Central shall be provided copies of the comprehensive audit report annually upon request.

The City will provide copies of all financial and performance audits they initiate and whose scope includes CAT performed by State, Federal or other entities.

V. OVERSIGHT

A. Partnership Committee

A partnership committee will be established and maintained for the purpose of ongoing review and oversight of transit operations. The committee shall consist of:

- Clemson University Senior Associate Director of Parking and Transportation
- Clemson University Director of Parking and Transportation
- Clemson University Procurement Director
- Clemson City Administrator and/ or Deputy Administrator
- One Clemson City Council member
- A representative from Tri-County Technical College
- A representative from the Town of Central
- Clemson Area Transit - Transit Administrator

The partnership committee shall meet as needed and conduct an annual partners meeting in April. The partnership committee shall be responsible for, but not limited to, reviewing operations, ridership, budgets, revenues, expenditures, citizen complaints and suggestions, new service requests, grant requests and long-range planning and capital improvement programs and to monitor the progress and development of the joint Clemson Area Transit. Minutes of each meeting shall be distributed to all committee members by the Transit Administrator.

B. Transit Administrator

The City of Clemson's Transit Administrator shall apprise the partnership committee of all matters pertaining to CAT and will recommend to the committee such actions and policies as are necessary for its efficient operation. The Transit Administrator shall receive advisory direction from the partnership committee, but will be governed by City policy and is responsible to the City.

The Transit Administrator shall serve as the committees contact and staff representative for CAT operations and shall provide the partnership committee with the following information annually:

- Operations Reports
- Ridership for all routes
- Revenue/Expenditure Reports
- Citizen Complaints and suggestions
- New service requests
- Grant requests
- Long-range planning
- Capital improvement programs

VI. AMENDMENTS

This contract may be amended at any time upon mutual agreement of the City and Central. Central and the City understand that any subsequent changes that expand bus route schedule and timetable to further accommodate the town ridership may involve additional costs beyond what has been budgeted for the year in question. Accordingly, Central and the City agree that any additional costs for any expansion of the agreed upon bus route schedule and timetable to ridership will be paid by the requesting party through an amendment to this agreement.

VII. TERMINATION

This Contractual Agreement may be terminated by either party without penalty upon 120 days written notice.

VIII. HOLD HARMLESS

Central shall hold harmless the City and CAT from and against all damages, losses, liens, cause of action, suits, judgements, expenses, and other claims of any nature, kind or description by any entity or person resulting from the operation of CAT under the performance of this agreement through procurement of and coverages offered under the following insurance: general liability, public official liability, automobile and bus, worker's compensation, excess liability insurance coverage, and any other insurance endorsements that serve to protect the City and its CAT partners.

XI. FEDERAL CLAUSES

The contractor, sub recipient or subcontractors shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

(signatures on next page)

APPROVED AND ACCEPTED BY:

TOWN OF CENTRAL

By: P. Mishoe 5/21/26
Town Administrator Date

By: Kenneth V. Pill 5/21/26
Mayor Date

CITY OF CLEMSON

By: 5/21/2026
Transit Administrator Date

By: _____
City Administrator Date

By: _____
Mayor Date

2026-2027 CENTRAL SERVICE CALENDAR-Appendix A

Jul-26

SUN	MON	TUES	WED	THURS	FRI	SAT
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

Mon-Thurs	0
Friday	4
Holiday Service	1

Aug-26

SUN	MON	TUES	WED	THURS	FRI	SAT
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

Mon-Thurs	9
Friday	4
Holiday Service	0

Sep-26

SUN	MON	TUES	WED	THURS	FRI	SAT
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

Mon-Thurs	17
Friday	4
Holiday Service	1

Oct-26

SUN	MON	TUES	WED	THURS	FRI	SAT
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

Mon-Thurs	17
Friday	5
Holiday Service	0

Nov-26

SUN	MON	TUES	WED	THURS	FRI	SAT
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

Mon-Thurs	13
Friday	3
Holiday Service	2

Dec-26

SUN	MON	TUES	WED	THURS	FRI	SAT
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

Mon-Thurs	5
Friday	3
Holiday Service	1

Jan-27

SUN	MON	TUES	WED	THURS	FRI	SAT
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

Mon-Thurs	13
Friday	4
Holiday Service	1

Feb-27

SUN	MON	TUES	WED	THURS	FRI	SAT
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28				

Mon-Thurs	16
Friday	4
Holiday Service	0

Mar-27

SUN	MON	TUES	WED	THURS	FRI	SAT
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

Mon-Thurs	14
Friday	5
Holiday Service	4

Apr-27

SUN	MON	TUES	WED	THURS	FRI	SAT
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15

May-27

SUN	MON	TUES	WED	THURS	FRI	SAT
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19

Jun-27

SUN	MON	TUES	WED	THURS	FRI	SAT
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16

16	17	18	19	20	21	22
22	23	24	25	26	27	28
29	30					

Mon-Thurs	17
Friday	4
Holiday Service	0

20	21	22	23	24	25	26
27	28	29	30	31		

Mon-Thurs	0
Friday	4
Holiday Service	0

17	18	19	20	21	22	23
24	25	26	27	28	29	30

Mon-Thurs	0
Friday	5
Holiday Service	0

2026-2027 CENTRAL SERVICE CALENDAR

Route Name:	Days of the Week:	Route Start Time:	Route End Time:	HOURS	CHARGEABLE HOURS	# of Buses	Total Days	Total Hours
Central	Mon-Thurs	7:00AM	5:00PM	10	10	1	121	1210
Central	Friday	7:00PM	10:00PM	3	3	1	44	132

CITY OF CLEMSON
AGENDA ITEM REQUEST FORM

Requested By:
Brian Fisher, Transit Administrator

Date Submitted: 5/22/26

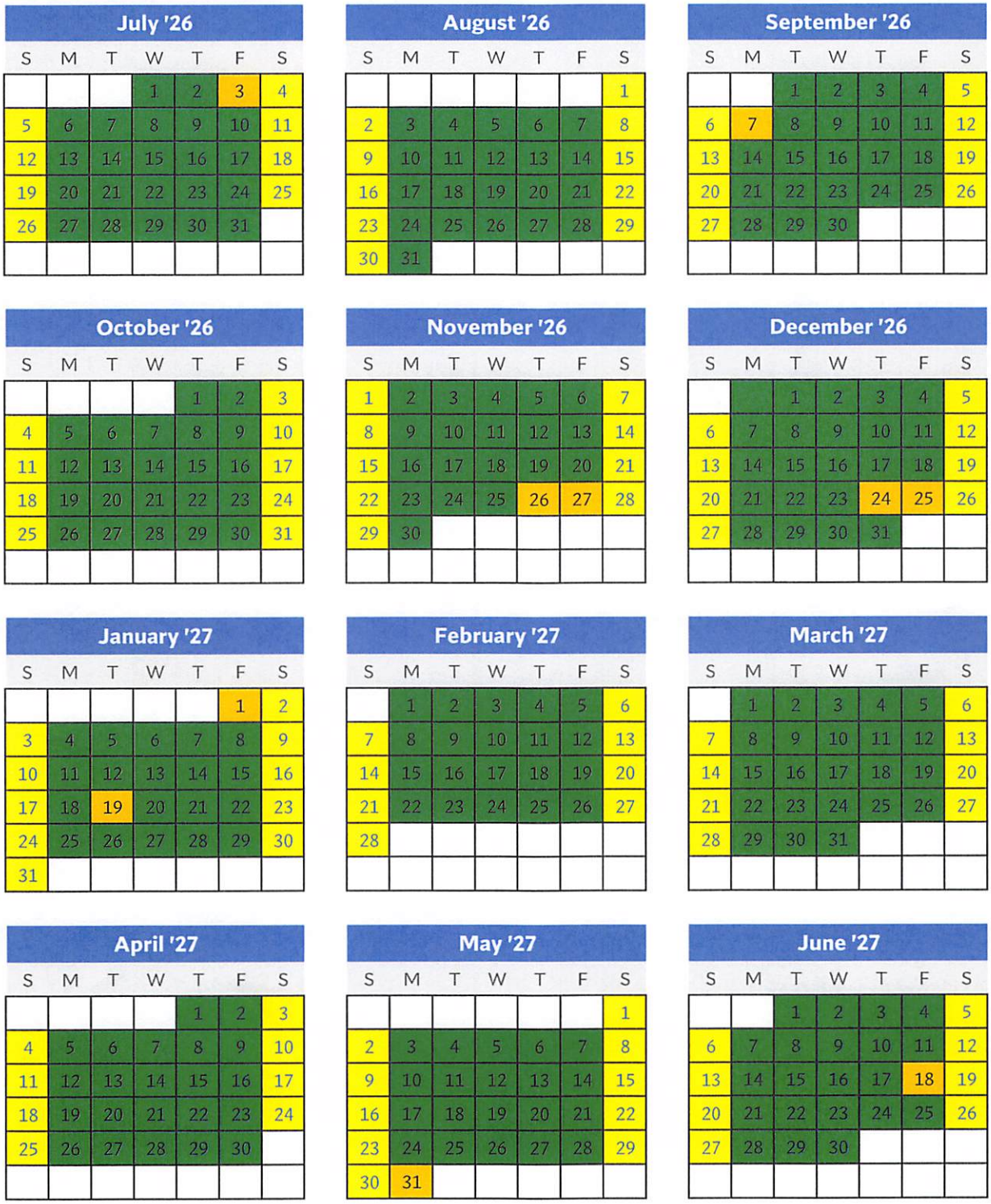
Council Meeting Date: June 1, 2026

Type of Request: (Choose Only One)
Report/Discussion

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

Agenda Item Detail: (expand as necessary for clarification)

2026 Pendleton Service Calendar



Regular service 6:45 am to 6:45 pm
Holiday, No Service
Weekend no service

*Please note that Juneteenth is on Saturday for 2027 and will be observed on Friday.

Intergovernmental Agreement
Town of Pendleton, SC and the City of Clemson, SC
July 2026 - June 2027

WHEREAS, the City of Clemson has received ongoing South Carolina Department of Transportation and Federal Transit Administration grant money for the operation and capital improvements of Clemson Area Transit, and,

WHEREAS, Clemson Area Transit is a department within the City of Clemson, and

WHEREAS, The City of Clemson is a body politic in the State of South Carolina, and

WHEREAS, The Town of Pendleton is a body politic in the State of South Carolina, and

WHEREAS, Pursuant to SC Code of Laws Section 6-1-20, Local governments, including counties, municipalities and special service districts may enter into contractual agreements with each other to provide joint public facilities and services when considered mutually desirable, and

WHEREAS, both the Town of Pendleton, and the City of Clemson would like to continue operations of Clemson Area Transit and,

NOW, THEREFORE, this contractual agreement is entered into this 1st day of July, 2026 by and between the Town of Pendleton, hereinafter referred to as ***"Pendleton"*** and the City of Clemson, South Carolina, hereinafter referred to ***"City"*** for the purpose of operating a bus transit system known as Clemson Area Transit hereinafter referred to as ***"CAT"*** to serve the general public.

In consideration of the mutual promises as hereinafter stated the Town of Pendleton and the City of Clemson agree as follows:

1. TERM

A. The contractual agreement between Pendleton and the City dated July 1, 2026, is terminated effective June 30, 2027. This contractual agreement shall remain in full force and effect until the effective termination date or as stated in Item VII of this agreement.

B. The City and Pendleton will evaluate no later than April 30, 2027 the transit operations in order to determine whether to continue this agreement. To assist in the evaluation, the Transit Administrator will prepare and deliver to the Partnership Committee of CAT by March 30, 2027.

a. A proposed operating budget for the Pendleton Route for the upcoming fiscal year.
b. A comprehensive capital improvement plan for bus replacement on this route, as needed.
c. A projected operating budget of expenses and revenues for the next year.

II. OPERATIONS AND SERVICES

A. Operations

Pendleton and the City hereby agree to continue operations of CAT. The CAT operating year shall be from the 1st day of July to through the 30th day of June of the following calendar year. Pendleton and the City are in agreement to the bus routes and timetable set forth in the annual calendar of bus service schedule that is attached to this contractual agreement known as Appendix A.

B. Length of Services and Hours

CAT will provide services for the Pendleton Route for 3,179 hours of service to be provided over 251 days of service during the fiscal year. Additionally, CAT will provide the following:

Pendleton Saturday Express calls for 140 hours of service to be provided for 7 days of service with an option for additional buses upon request which will be invoiced separately. This will include a portion of a supervisor's time for football game hours.

This request needs to be submitted to CAT by each Wednesday by 2:00pm of game week. If hours of operation exceed the 70 hours, the additional time will be documented and charged on invoice. This service shall be billed separately from base route service costs at $106.50 an hour.

Fall Festival Run will consist of one bus on one Saturday from 9:30am to 5:30pm. This calls for 8 hours of service to be provided over 1 day of service. This service will be billed separately from base route service costs. The total cost for this run will be eight hundred and fifty-two dollars ($852).

Shop with a Cop Run will consist of one bus on a Saturday. This calls for 4 hours of service to be provided over 1 day of service. This service will be billed separately from base route service costs. The total cost for this run will be four hundred and twenty-six dollars ($426).

Spring Jubilee Run will consist of one bus for Saturday and one bus for Sunday. This calls for 15 hours of service to be provided over 2 days of service. This service will be billed separately from base route service costs. The total cost for this run will be one thousand, five hundred and ninety-eight dollars ($1,598).

Fireman Fundraiser Run will consist of one bus. This calls for 4 hours of service to be provided. This service will be billed separately from base route service costs. The total cost for this run will be four hundred twenty-six dollars. (426)

Every year hereafter, the Town of Pendleton and the City will agree upon the bus routes, timetables and headways to be mutually developed no later than April 1st

III. FINANCIAL/EQUIPMENT COMMITMENTS

Neither party is obligated to any financial commitments for the CAT except as stated in this Agreement.

A. Town of Pendleton

Pendleton Route: For the City's provision of public mass transportation services through Clemson Area Transit, Pendleton shall pay to the City one hundred and sixty-nine thousand two hundred and eighty-two dollars ($169,282) for the fiscal year beginning July 1, 2026 and ending June 30, 2027. This sum shall represent Pendleton's matching contribution of operating and administrative cost.

The sum shall be billed on or around August 1, 2026 and is due and payable in the amount of $169,282 by January 5, 2027.

Pendleton Saturday Express Route: For the City's Provision of public mass transportation services through Clemson Area Transit, Pendleton shall pay to the City fourteen thousand nine hundred and ten dollars ($14,910) for the fiscal year beginning July 1, 2026 and ending June 30, 2026. This sum shall represent Pendleton's matching contribution of operating and administrative costs.

The express routes will be billed separately at the end of the service and will be due promptly within 30 days.

The seasonal routes will be billed separately after each event and will be due promptly within 30 days.

Pendleton understands and acknowledges that this agreement has been made possible by a yearly contribution from CAT's other partners, including Clemson University, and CAT reserve funds. This is not a guarantee from year to year. Pendleton and the above partners have agreed to work cooperatively during the next year to identify a sustainable and long-term financial arrangement to continue this CAT route.

B. City of Clemson

a. The City will prepare a transit operational budget for the term of this agreement.
b. The City will maintain a CAT enterprise fund account as part of its operating budget. In the event that this agreement is terminated, as provided in Item VII below, the City will remit to Pendleton all funds paid by Pendleton in the CAT enterprise account within (60) days, if said funds are available.

c. The City will deposit into the CAT account all funds received from Pendleton Pursuant to this agreement, to include any and all revenues generated by the CAT operations.
d. The City, at every opportunity, shall apply for federal and state grants for CAT. Any grant applications which commit Pendleton resources shall be reviewed and approved by the Pendleton Town Administrator prior to the grant application being sent to the sponsor. All future grant funds received by the City will be deposited into The CAT account.
e. The City will purchase adequate vehicle insurance for all vehicles and will provide the Town of Pendleton with proof of insurance of the policy. A certificate of insurance will be provided by the City to Pendleton prior to the commencement of the operation of a transit vehicle. The premium for this insurance will be paid out of the transit account maintained by the City.
f. The City shall operate CAT in accordance with the terms and conditions of this agreement, including any amendments or modifications mutually agreed upon by the parties.
g. All CAT personnel must be employees of the City.

IV. ADMINISTRATION

A. Responsibilities

The primary responsibilities for the overall implementation, operations and management of Clemson Area Transit will rest with the City. The City is responsible for adhering to the budget; any exceptions to the approved budget during the term of this agreement must be approved in writing by all partners.

B. Audit

On an annual basis, an independent certified public accounting firm, employed by Clemson City Council shall perform an audit of the CAT operations. Appropriate federal and state agencies, the City and Pendleton shall be provided copies of the comprehensive audit report annually upon request. The City shall provide copies of all financial and performance audits they initiate and whose scope includes CAT performed by State, Federal or other entities

V. OVERSIGHT

A. Partnership Committee

A partnership committee will be established and maintained for the purpose of ongoing review and oversight of transit operations.

The committee shall consist of:

- Clemson University Director of Parking and Transportation
- Clemson City Administrator and/or Assistant or Deputy Administrator
- One Clemson City Council member
- One representative from the Town of Pendleton
- Clemson Area Transit - Transit Administrator

The partnership committee shall meet as needed and conduct an annual partner meeting in April. The partnership committee shall be responsible for, but not limited to, reviewing operations, ridership, budgets, revenues, expenditures, citizen complaints and suggestions, new service requests, grant requests and long range planning and capital improvement programs and to monitor the progress and development of the joint Clemson Area Transit. Minutes of the meeting shall be distributed to all committee members by the Transit Director/Administrator.

B. Transit Administrator

The City of Clemson's Transit Administrator shall apprise the partnership committee of all matters pertaining to CAT and will recommend to the committee such actions and policies as are necessary for its efficient operation. The Transit Administrator shall receive advisory direction from the partnership committee, but will be governed by City policy and is responsible to the City.

The Transit Administrator shall serve as the committees contact and staff representative for CAT operations and shall provide the partnership committee with the following information quarterly:

- Operations Reports
- Ridership for all routes
- Revenue/Expenditure Reports
- Citizen Complaints and suggestions
- New service requests
- Grant requests
- Long-range planning
- Capital improvement programs

VI. AMENDMENTS

This intergovernmental agreement may be amended at any time upon mutual agreement of the City and Pendleton. Pendleton and City understand that any subsequent changes that expand bus route schedule and timetable to further accommodate the town ridership may involve additional costs beyond what has been budgeted for the year in question. Accordingly, Pendleton and the City agree that any additional costs for any expansion of the agreed-upon bus route schedule and timetable to ridership will be paid by the requesting party through an amendment to this agreement.

VII. TERMINATION

This Contractual Agreement may be terminated by either party without penalty upon 120 days written notice.

VIII. HOLD HARMLESS

Pendleton shall hold harmless the City and CAT from and against all damages, losses, liens, cause of action, suits, judgements, expenses, and other claims of any nature, kind or description by any entity or person resulting from the operation of CAT under the performance of this agreement through procurement of and coverages offered under the following insurance: general liability, public official liability, automobile and bus, worker's compensation, excess liability insurance coverage, and any other insurance endorsements that serve to protect the City and its CAT partners.

IX. FEDERAL CLAUSES

The contractor, sub recipient or subcontractors shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

(Addendum added next page)

ADDENDUM

The City will provide the following to Pendleton:

1. Pendleton Route and Additional Route(s) annual pricing by February 1, 2027.

2. Consideration and adjustment of survey data collection given to the times and dates used when ridership of the service analysis is conducted, particularly as it relates to student schedules.

3. Upon 120-day notice of cancellation of service by the Town, the Transit Administrator will calculate the prorated balance of funds remaining. Once calculated, the remaining balance will be provided to the Town and service cancelled.

(signatures next page)

By: _____

City Administrator Date

By: _____

Transit Administrator Date

By: _____

Town Administrator Date

By: _____

Town Mayor Date

By: _____

City of Clemson Mayor Date

CITY OF CLEMSON
AGENDA ITEM REQUEST FORM

Requested By:
Brian Fisher, Transit Administrator

Date Submitted: 5/22/26

Council Meeting Date: June 1, 2026

Type of Request: (Choose Only One)
Report/Discussion

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

Agenda Item Detail: (expand as necessary for clarification)

Docusign Envelope ID: 719C6A93-22BE-87D7-8238-209F8B419033

Contractual Agreement
HighPointe of Clemson Owners Association, Inc. and the City of Clemson, SC

July 2026 - June 2027

WHEREAS, the City of Clemson has received ongoing South Carolina Department of Transportation and Federal Transit Administration grant money for the operation and capital imrovements of Clemson Area Transit, and,

WHEREAS, Clemson Area Transit Is a department within the City of Clemson, and

WHEREAS, HighPointe of Clemson Owners Association, Inc. and the City of Clemson would like to continue operations of Clemson Area Transit and,

NOW, THEREFORE, this contractual agreement is entered into this 1st day of July, 2026 by and between the HighPointe of Clemson Owners Association, Inc. (Phase I, II, Ill, IV, V, VI) hereinafter referred to as "HighPointe" and the City of Clemson, South Carolina, hereinafter referred to as "City" for the purpose of operating a bus transit system known as Clemson Area Transit and hereinafter referred to as "CAT" to serve the general public.

In consideration of the mutual promises as hereinafter stated HighPointe and the City of Clemson agree as follows:

I. TERM

A. The contractual agreement between HighPointe and the City dated July 1, 2025 is terminated effective June 30, 2026. This contractual agreement shall remain in full force and effect until the effective termination date or as stated in Item VII of this agreement.

B. The City and HighPointe will evaluate no later than April 30, 2026 the transit operations in order to determine whether to modify this agreement for a future renewal agreement. To assist in the evaluation, the Transit Administrator will prepare and deliver to the HighPointe by March 30, 2027.
   a. A proposed operating budget for the HighPointe Route for the upcoming fiscal year.
   b. A comprehensive capital improvement plan for bus replacement on this route, as needed.
   c. A projected operating budget of expenses and revenues for the next year.

C. Operations and Services

a) Operations and Services
HighPointe and the City of Clemson hereby agree to continue operations of Clemson Area Transit The CAT operating year shall be from the 1st day of July to through the 30th day of June of the following calendar year. HighPointe and the City of Clemson are in

Docusign Envelope ID: 719C6A93-22BE-87D7-8238-209F8B419033

agreement to the bus routes and limetable set forth in the annual calendar of bus service schedule that is attached to this contractual agreement known as Appendix A.

b) Length of Service and Hours

CAT will provide 2,841 hours of service over the fall and spring semesters of the Clemson University academic calendar.
Saturday Express calls for 70 hours of service to be provided for 7 days of service with options for additional buses upon request. This will include a portion of the supervisor's hours of service. This request needs to be submitted to CAT by each Wednesday by 12:00pm of game week. If hours of operation exceed the 70 hours, the additional time will be documented and charged on invoice. This service shall be billed separately from base route service costs at $106.50 an hour.
Every year hereafter, HighPointe and the City will agree upon the bus routes, timetables and headways to bemutually developed no later than August 1st of each year.

III. FINANCIAL/EQUIPMENT COMMITMENTS

Neither party is obligated to any financial commitments for the Clemson Area Transit except as stated in this Agreement.

A. HighPointe
For the City's provision of public mass transportation services through Clemson Area Transit, HighPointe shall collectively pay to the City two-hundred nineteen thousand two hundred and fifty-two dollars ($219,252) for the fiscal year beginning July 1, 2026 and ending June 30, 2027. This sum shall represent HighPointe's matching contribution of operating and administrative costs.
The sum is due and payable monthly in 10 equal amounts of $21,925.15 and shall be paid from September 1, 2026 to June 1, 2027.
Financial grant matching credit through the City in the amount of $76,776 is included in the financial package of the full cost of route service for the year.
The payments associated with service for fiscal year 2026-2027 will be in accordance with the proposal that was provided to HighPointe HOA (HighPointe). In the event that HighPointe desires to increase service hours, CAT will make attempts to accommodate said extensions of fixed route service at a cost of $106.50 per hour.

B. City of Clemson
   a. The City of Clemson will prepare a transit operational budget for the term of this agreement.
   b. The City will maintain a CAT enterprise fund account as part of its operating budget. In the event that this agreement is terminated, as provided in section VII,

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below, the City will remit to HighPointe all funds paid. for CAT services of this agreement in the CAT enterprise account within sixty (60) days, if said funds are available for the unused balance of the annual scheduled routes at the time of termination.

c. The City will deposit into the CAT account all funds received from HighPointe pursuant to this agreement, to include any and all revenues generated by the CAT operations.
d. The City, at every opportunity, shall apply for federal and state grants for CAT. Any grant applications which commit HighPointe resources shall be reviewed and approved by both parties prior to the grant application being used to benefit the parties to this agreement All future transit grant funds received by the City will be deposited into the CAT account.
e. The city will purchase adequate vehicle insurance for all vehicles and will provide the parties with proof of insurance of the policy. The premium for this insurance will be paid out of the transit account maintained by the City.
f. The City shall operate CAT in accordance with the terms and conditions of this agreement, including any amendments or modifications mutually agreed upon by the parties.
g. All CAT personnel must be employees of the City.

IV. ADMINISTRATION

A. Responsibilities

The primary responsibilities for the overall implementation, operations and management of CAT will rest with the City. The City is responsible for adhering to the budget; any exceptions to the approved budget during the term of this agreement must be approved in writing by all partners.

B. Audit

On an annual basis, an independent certified public accounting firm, employed by Clemson City Council shall perform an audit of the CAT operations. Appropriate federal and state agencies, the City and HighPointe shall be provided copies of the comprehensive audit report annually upon request.

The City of Clemson shall provide copies of all financial and performance audits they initiate and whose scape includes CAT performed by State, Federal or other entities.

V. OVERSIGHT

A. Partnership Committee

A partnership committee will be established and maintained for the purpose of ongoing review and oversight of transit operations. The committee shall consist of:

- Clemson University Senior Associate Director of Parking and Transportation
- Clemson University Director of Parking and Transportation
- Clemson University Procurement Director
- Clemson City Administrator and/or Deputy Administrator
- One Clemson City Council member

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- A representative from Tri-County Technical College
- A representative from the Town of Pendleton
- A representative from the Town of Central
- Clemson Area Transit-Transit Administrator
- Clemson Area Transit- Budget and Grants Administrator

The partnership committee shall meet as needed and conduct an annual partners meeting in April. The partnership committee shall be responsible for, but not limited to, reviewing operations, ridership, budgets, revenues, expenditures, citizen complaints and suggestions, new service requests, grant requests, and long-range planning and capital improvement programs and to monitor the progress and development of the joint CAT. Minutes of each meeting shall be distributed to all committee members by the Transit Operations Manager.

B. Transit Administrator

The City of Clemson's Transit Administrator shall apprise the partnership committee of all matters pertaining to CAT and will recommend to the committee such actions and policies as are necessary for its efficient operation. The Transit Administrator shall receive advisory direction from the partnership committee, but will be governed by city policy and is responsible to the City af Clemson.

The Transit Administrator shall serve as the committees contact and staff representative for CAT operations and shall provide the partnership committee with the following information quarterly:

- Operations Reports
- Ridership for all routes
- Revenue/Expenditw:e Reports
- Citizen Complaints and suggesUons
- New service requests
- Grant requests
- Long-range planning
- Capital improvement programs

VI. AMENDMENT

This contractual agreement may be amended at any time upon mutual agreement of the City and HighPointe. The parties understand that any subsequent changes that expand bus route schedule and timetable to further accommodate the town ridership may involve additional costs beyond what has been budgeted for the year in question. Accordingly, the parties agree that any additional costs for any expansion of the agreed-upon bus route schedule and timetable to ridership will be paid by the requesting party through an amendment to this agreement.

Docusign Envelope ID: 719C6A93-22BE-87D7-8238-209F8B419033

VII. TERMINATION

This Contractual Agreement may be terminated by either party without penalty upon 120 days written notice.

VIII. HOLD HARMLESS

HighPointe shall hold harmless the City and CAT from and against all damages, losses, liens, cause of action, suits, judgements, expenses, and other claims of any nature, kind or description by any entity or person resulting from the operation of Clemson Area Transit under the performance of this agreement through procurement of and coverages offered under the following insurance: general liability, public official liability, automobile and bus, worker's compensation, excess liability insurance coverage, and any other insurance endorsements that serve to protect the City of Clemson and its CAT partners.

IX. FEDERAL CLAUSES

The contractor, subrecipient or subcontractors shall not discriminate on the basis of race, colar, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

(signatures next page)

APPROVED AND ACCEPTED BY:

CORE SVA SENECA EDINBURG, LLC

By: Signed by: Sean Devine 38EBD705C8374B9...

ITS: EVP

Date: 5/1/2026

By: _____

Transit Director Date

By: _____

City Administrator Date

By: _____

Mayor Date

CITY OF CLEMSON
AGENDA ITEM REQUEST FORM

Requested By:
Brian Fisher, Transit Administrator

Date Submitted: 5/22/26

Council Meeting Date: June 1, 2026

Type of Request: (Choose Only One)
Report/Discussion

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

Agenda Item Detail: (expand as necessary for clarification)

Docusign Envelope ID: 719C6A93-22BE-87D7-8238-209F8B419033

Contractual Agreement
Core SV A Seneca Edinburg, LLC Pier (Phase I, II, Ill, IV, V, VI) and the City of Clemson, SC

July 2026 - June 2027

WHEREAS, the City of Clemson has received ongoing South Carolina Department of Transportation and Federal Transit Administration grant money for the operation and capital imrovements of Clemson Area Transit, and,

WHEREAS, Clemson Area Transit Is a departmentwithin the City of Clemson, and

WHEREAS, Core SVA Seneca Edinburg, LLC and the City of Clemson would like to continue operations of Clemson Area Transit and,

NOW, THEREFORE, this contractual agreement is entered into this 1st day of July, 2026 by and between the Core SVA Seneca Edinburg, LLC Pier (Phase I, II, Ill, IV, V, VI) hereinafter referred to as "Pier" and the City of Clemson, South Carolina, hereinafter referred to as "City" for the purpose of operating a bus transit system known as Clemson Area Transit and hereinafterreferred to as "CAT" to serve the general public.

In consideration of the mutual promises as hereinafter stated Pier and the City of Clemson agree as follows:

I. TERM

A. The contractual agreement between Pier and the City dated July 1, 2025 is terminated effective June 30, 2026. This contractual agreement shall remain in full force and effect until the effective termination date or as stated in Item VII of this agreement.

B. The City and Pier will evaluate no later than April 30, 2026 the transit operations in order to determine whether to modify this agreement for a future renewal agreement. To assist in the evaluation, the Transit Administrator will prepare and deliver to the Pier by March 30, 2027.
   a. A proposed operating budget for the Pier Route for the upcoming fiscal year.
   b. A comprehensive capital improvement plan for bus replacement on this route, as needed.
   c. A projected operating budget of expenses and revenues for the next year.

C. Operations and Services

a) Operations and Services

Pier and the City of Clemson hereby agree to continue operations of Clemson Area Transit The CAT operating year shall be from the 1st day of July to through the 30th day of June of the following calendar year. Pier and the City of Clemson are in

Docusign Envelope ID: 719C6A93-22BE-87D7-8238-209F8B419033

agreement to the bus routes and limetable set forth in the annual calendar of bus service schedule that is attached to this contractual agreement known as Appendix A.

b) Length of Service and Hours

CAT will provide 2,841 hours of service over the fall and spring semesters of the Clemson University academic calendar.
Saturday Express calls for 70 hours of service to be provided for 7 days of service with options for additional buses upon request. This will include a portion of the supervisor's hours of service. This request needs to be submitted to CAT by each Wednesday by 12:00pm of game week. If hours of operation exceed the 70 hours, the additional time will be documented and charged on invoice. This service shall be billed separately from base route service costs at $106.50 an hour.
Every year hereafter, Pier and the City will agree upon the bus routes, timetables and headways to be mutually developed no later than August 1st of each year.

III. FINANCIAL/EQUIPMENT COMMITMENTS

Neither party is obligated to any financial commitments for the Clemson Area Transit except as stated in this Agreement.

A. Pier
For the City's provision of public mass transportation services through Clemson Area Transit, Pier shall collectively pay to the City two-hundred nineteen thousand two hundred and fifty-two dollars ($219,252) for the fiscal year beginning July 1, 2026 and ending June 30, 2027. This sum shall represent Pier's matching contribution of operating and administrative costs.
The sum is due and payable monthly in 10 equal amounts of $21,925.15 and shall be paid from September 1, 2026 to June 1, 2027.
Financial grant matching credit through the City in the amount of $76,776 is included in the financial package of the full cost of route service for the year.
The payments associated with service for fiscal year 2026-2027 will be in accordance with the proposal that was provided to HighPointe HOA (Pier). In the event that Pier desires to increase service hours, CAT will make attempts to accommodate said extensions of fixed route service at a cost of $106.50 per hour.

B. City of Clemson
   a. The City of Clemson will prepare a transit operational budget for the term of this agreement.
   b. The City will maintain a CAT enterprise fund account as part of its operating budget. In the event that this agreement is terminated, as provided in section VII,

Docusign Envelope ID: 719C6A93-22BE-87D7-8238-209F8B419033

below, the City will remit to Pier all funds paid for CAT services of this agreement in the CAT enterprise account within sixty (60) days, if said funds are available for the unused balance of the annual scheduled routes at the time of termination.

c. The City will deposit into the CAT account all funds received from Pier pursuant to this agreement, to include any and all revenues generated by the CAT operations.
d. The City, at every opportunity, shall apply for federal and state grants for CAT. Any grant applications which commit Pier resources shall be reviewed and approved by both parties prior to the grant application being used to benefit the parties to this agreement All future transit grant funds received by the City will be deposited into the CAT account.
e. The city will purchase adequate vehicle insurance for all vehicles and will provide the parties with proof of insurance of the policy. The premium for this insurance will be paid out of the transit account maintained by the City.
f. The City shall operate CAT in accordance with the terms and conditions of this agreement, including any amendments or modifications mutually agreed upon by the parties.
g. All CAT personnel must be employees of the City.

IV. ADMINISTRATION

A. Responsibilities
The primary responsibilities for the overall implementation, operations and management of CAT will rest with the City. The City is responsible for adhering to the budget; any exceptions to the approved budget during the term of this agreement must be approved in writing by all partners.

B. Audit
On an annual basis, an independent certified public accounting firm, employed by Clemson City Council shall perform an audit of the CAT operations. Appropriate federal and state agencies, the City and Pier shall be provided copies of the comprehensive audit report annually upon request.

The City of Clemson shall provide copies of all financial and performance audits they initiate and whose scape includes CAT performed by State, Federal or other entities.

V. OVERSIGHT

A. Partnership Committee
A partnership committee will be established and maintained for the purpose of ongoing review and oversight of transit operations. The committee shall consist of:

- Clemson University Senior Associate Director of Parking and Transportation
- Clemson University Director of Parking and Transportation
- Clemson University Procurement Director
- Clemson City Administrator and/or Deputy Administrator
- One Clemson City Council member

Docusign Envelope ID: 719C6A93-22BE-87D7-8238-209F8B419033

- A representative from Tri-County Technical College
- A representative from the Town of Pendleton
- A representative from the Town of Central
- Clemson Area Transit-Transit Administrator
- Clemson Area Transit- Budget and Grants Administrator

The partnership committee shall meet as needed and conduct an annual partners meeting in April. The partnership committee shall be responsible for, but not limited to, reviewing operations, ridership, budgets, revenues, expenditures, citizen complaints and suggestions, new service requests, grant requests, and long-range planning and capital improvement programs and to monitor the progress and development of the joint CAT. Minutes of each meeting shall be distributed to all committee members by the Transit Operations Manager.

B. Transit Administrator

The City of Clemson's Transit Administrator shall apprise the partnership committee of all matters pertaining to CAT and will recommend to the committee such actions and policies as are necessary for its efficient operation. The Transit Administrator shall receive advisory direction from the partnership committee, but will be governed by city policy and is responsible to the City af Clemson.

The Transit Administrator shall serve as the committees contact and staff representative for CAT operations and shall provide the partnership committee with the following information quarterly:

- Operations Reports
- Ridership for all routes
- Revenue/Expenditw:e Reports
- Citizen Complaints and suggesUons
- New service requests
- Grant requests
- Long-range planning
- Capital improvement programs

VI. AMENDMENT

This contractual agreement may be amended at any time upon mutual agreement of the City and Pier. The parties understand that any subsequent changes that expand bus route schedule and timetable to further accommodate the town ridership may involve additional costs beyond what has been budgeted for the year in question. Accordingly, the parties agree that any additional costs for any expansion of the agreed-upon bus route schedule and timetable to ridership will be paid by the requesting party through an amendment to this agreement.

Docusign Envelope ID: 719C6A93-22BE-87D7-8238-209F8B419033

VII. TERMINATION

This Contractual Agreement may be terminated by either party without penalty upon 120 days written notice.

VIII. HOLD HARMLESS

The Pier shall hold harmless the City and CAT from and against all damages, losses, liens, cause of action, suits, judgements, expenses, and other claims of any nature, kind or description by any entity or person resulting from the operation of Clemson Area Transit under the performance of this agreement through procurement of and coverages offered under the following insurance: general liability, public official liability, automobile and bus, worker's compensation, excess liability insurance coverage, and any other insurance endorsements that serve to protect the City of Clemson and its CAT partners.

IX. FEDERAL CLAUSES

The contractor, subrecipient or subcontractors shall not discriminate on the basis of race, colar, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

(signatures next page)

Docusign Envelope ID: 719C6A93-22BE-87D7-8238-209F8B419033

APPROVED AND ACCEPTED BY:

CORE SVA SENECA EDINBURG, LLC

By: Signed by: Sean Devine 38EDD765C8374D9...

ITS: EVP

Date: 5/1/2026

By: _____

Transit Director Date

By: _____

City Administrator Date

By: _____

Mayor Date

CITY OF CLEMSON
AGENDA ITEM REQUEST FORM

Requested By:
Leslie Wilder, Finance Director

Date Submitted: May 22, 2026

Council Meeting Date: June 1, 2026

Type of Request: (Choose Only One)
Policy/Action

Agenda Item Summary: (brief for public information and posted agenda)
Consider 2nd Reading to repeal the ordinance in Section 7-11. "Expenditures, purchasing, and receiving" with an effective date of July 1, 2026.

Agenda Item Detail: (expand as necessary for clarification)

CITY OF CLEMSON
AGENDA ITEM REQUEST FORM

Requested By:
Leslie Wilder, Finance Director

Date Submitted: May 22, 2026

Council Meeting Date: June 1, 2026

Type of Request: (Choose Only One)
Policy/Action

Agenda Item Summary: (brief for public information and posted agenda)
Consider 1st Reading of an ordinance to adopt the FY 2027 operating budget. - Finance Director Leslie Wilder

Agenda Item Detail: (expand as necessary for clarification)

CITY OF CLEMSON SOUTH CAROLINA ORDINANCE
TO RAISE REVENUE AND ADOPT A BUDGET
FISCAL YEAR ENDING JUNE 30, 2027

WHEREAS, Section 47-55(3) of the South Carolina Code of Laws requires that a Municipal Governing Body shall act by ordinance to adopt budgets and levy taxes pursuant to public notice, and,

WHEREAS, the Accommodations Tax Act requires that certain funds be used for tourism promotion or in support of tourism related public services.

NOW, THEREFORE, BE IT ORDAINED by the Governing Body of the City of Clemson, South Carolina, duly assembled and by the authority of same that:

Section 1. The prepared budget and the estimated revenue for payment of same is hereby adopted and is hereby made a part hereof as fully as if incorporated herein and a copy thereof is attached hereto.

Section 2. A tax to cover the period from July 1, 2026 to June 30, 2027, both inclusive, for the sums and in the manner hereinafter mentioned, is and shall be levied, collected and paid into the Operations Account of the City of Clemson for the use and service thereof; i.e., a total tax of 92.9 mills on the total assessed value of real estate and personal property of every description owned and used in the City of Clemson, South Carolina, except such as is exempt from taxation under the Constitution and laws of the State of South Carolina. Said taxes shall be paid into the City's Operations Account for the credit to the City of Clemson for the corporate purposes, permanent improvements and for the purpose of paying current expenses of said municipality; and further that:

a. Ninety mills (90 mills) of said tax shall be for the

operations of the General Fund;

b. Two point nine mills (2.9 mills) of said tax is hereby designated for debt service, and therefore, held in the Debt Service Fund;

Therefore, such tax is levied on such property as is assessed for taxation for County and State purposes.

Section 3. The Rate Schedule prescribing rates, fees, and conditions of service for the General Fund, Water Fund, Stormwater Fund, Wastewater Fund, Sanitation Fund, and Twelve Mile Park Fund is hereby made a part of this ordinance as fully as incorporated herein.

Said rates and fees shall be assessed, collected, and paid into the Operations Account of the City of Clemson.

Section 4. The billing dates, the penalty dates, and the amount of the penalty which shall be levied for the delinquent taxes shall be according to those observed by Pickens County.

Section 5. The Pickens County Delinquent Tax Collector shall be responsible for the collection of delinquent property taxes.

Section 6. The Utility Billing Manager shall be responsible for the collection of delinquent utility accounts (water, stormwater, wastewater, and sanitation).

Section 7. The City Administrator shall administer the budget and authorize the expenditure of appropriated funds by departments as necessary to achieve the goals of the budget. Checks in excess of $100,000 must be approved by resolution of the City's Governing Body, except in instances where the operating expenditure

has been approved in the annual budget or the capital acquisition or project has already been presented by City staff and approved by the Governing Body.

Section 8. Budget amendments affecting department totals must be approved by resolution of the City's Governing Body. Amendments within department totals may be approved by the City Administrator.

Section 9. Seven new full-time positions will be added to the cities class and compensation schedule.

Section 10. If for any reason any sentence, clause or provision of this Ordinance shall be declared invalid, such shall not affect the remaining provisions thereof.

DONE and ORDAINED this 15th day of June 2026.

_____ _____

Attest: Jeremiah Jackson, Municipal Clerk *Robert Halfacre, Mayor*

Ordinance No. CC-

First Reading: June 1, 2026
Final Reading: June 15, 2026

CITY OF CLEMSON
AGENDA ITEM REQUEST FORM

Requested By:
Nathan Woods, Assistant City Administrator

Date Submitted: 5/21/26

Council Meeting Date: June 1, 2026

Type of Request: (Choose Only One)
Policy/Action

Agenda Item Summary: (brief for public information and posted agenda)
Consider 1st Reading of Proposed Planned Development (201 Pine Street)

Agenda Item Detail: (expand as necessary for clarification)
An application for a proposed planned development was received from Ms. Alison Mills, Vice President of Design and Development of CRG, on January 16, 2026. As proposed, the project, which will be located on 3 parcels situated near 201 Pine Street, will consist of a student-oriented market rate multifamily housing development with approximately 555 beds in 159 units, and approximately 6,000 square feet of retail space. Additionally, it will include a public courtyard plaza facing N. Clemson Ave., and will have 236 parking spaces, of which 31 will be dedicated for public/retail use. The Planning Commission approved a positive recommendation to City Council on the proposed planned development on April 13, 2026, and a public hearing was held on May 18, 2026. Council is scheduled to hold first reading at their June 1, 2026 meeting.

Proposed Planned Development (201 Pine Street)

Report

June 1, 2026

Overview

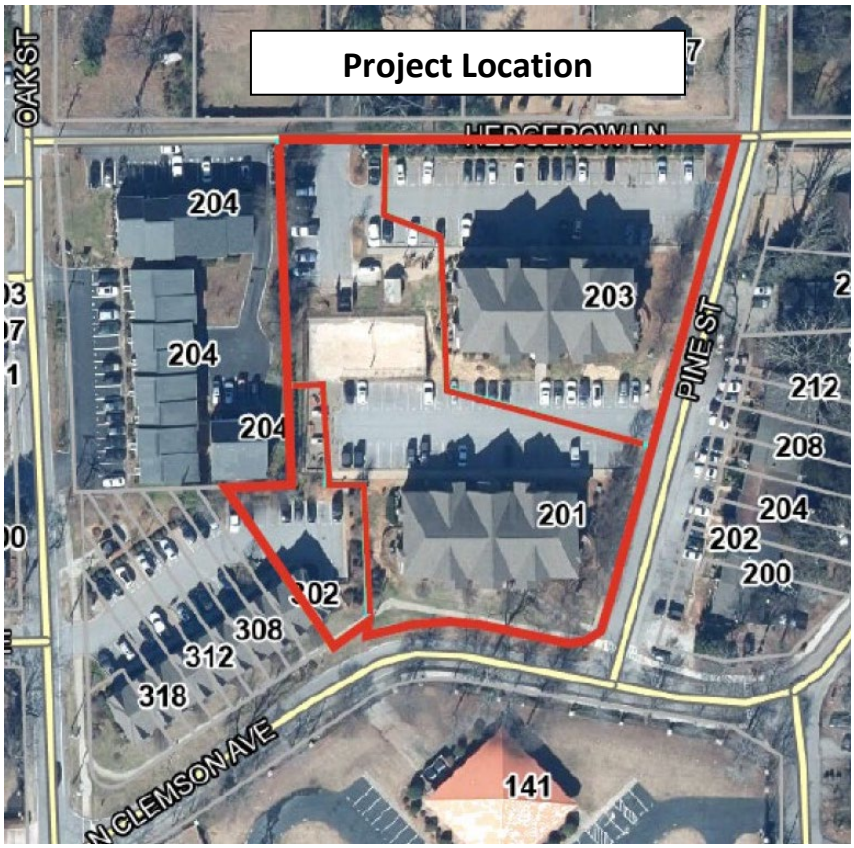
An application for a proposed planned development was received from Ms. Alison Mills, Vice President of Design and Development of CRG, on January 16, 2026. As proposed, the project, which will be located on 3 parcels situated near 201 Pine Street, will consist of a student-oriented market rate multifamily housing development with approximately 555 beds in 159 units, and approximately 6,000 square feet of retail space. Additionally, it will include a public courtyard plaza facing N. Clemson Ave., and will have 236 parking spaces, of which 31 will be dedicated for public/retail use.

It should be noted that the proposed project is the second proposal by the developer for the site. Submitted on June 23, 2025, the initial proposal was for a 723-bed, 225-unit mixed-use planned development project with retail space comparable to that currently offered. Following the completion of all required reviews, the Planning Commission voted to not recommend City Council approve the project. Subsequently, the developer decided to discontinue pursuit of the initial project and reapply with the amended proposal.

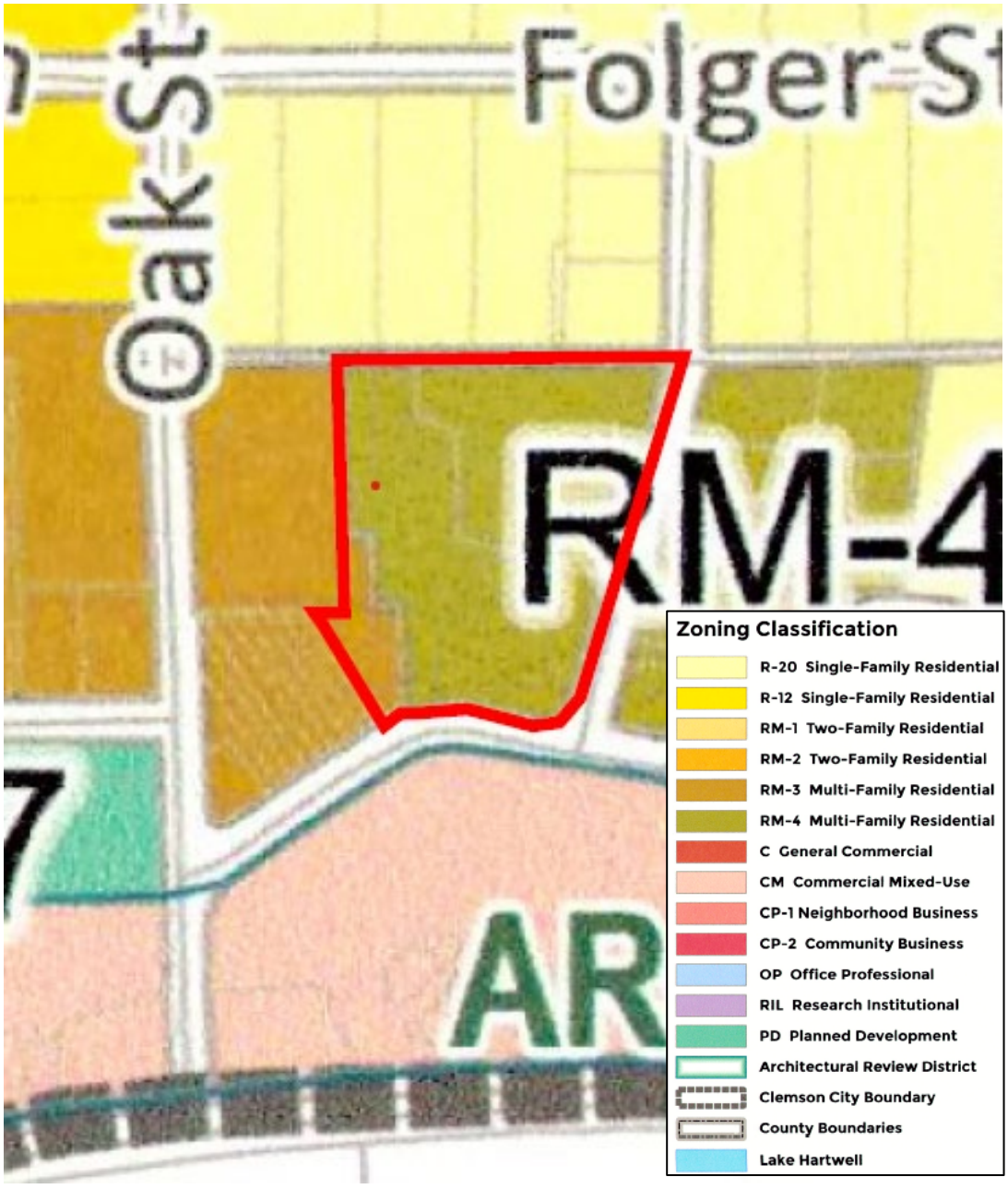
Location

As noted above, the project site is proposed to be located on three parcels of land situated near 201 Pine Street. The parcels proposed to be developed include:

TMP# 4044-19-52-4316
TMP#4044-19-52-3149
TMP#4044-19-52-2137



Current Zoning



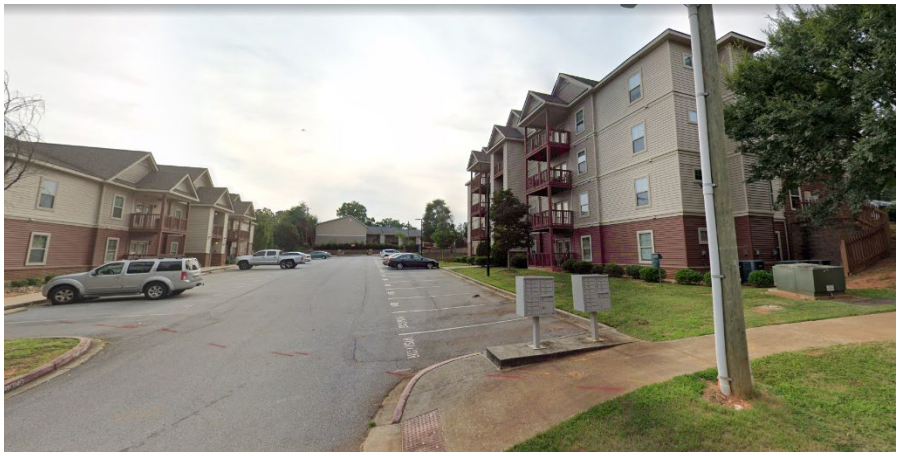
The current zoning of the properties on which the project is proposed to be located is split, with two parcels zoned RM-4 Multi-family District, and one small parcel situated on the southwest corner of the project zoned RM-3 Multi-family Residential District. The zoning of neighboring parcels includes CM Commercial Mixed-use District parcels to the

south of the site; RM-3 and RM-4 Multi-family Residential District parcels on the west and east, respectively; and R-20 Single-family Residential District parcels across Hedgerow Lane to the north.

Existing Development

The proposed development is to be located on property currently occupied by an existing student-housing apartment complex. Tax records show that the 3-story residential buildings were built in 2015.

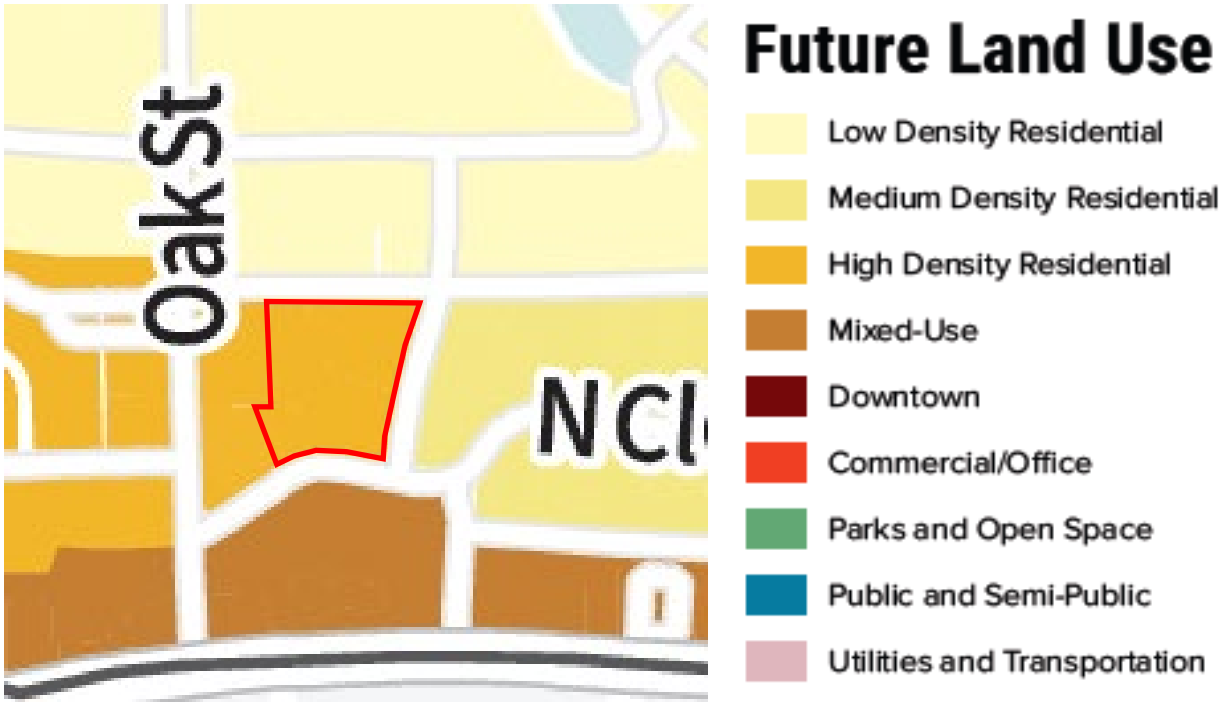






Future Land Use

The properties are shown on the Future Land Use Map in the Comprehensive Plan to be high-density residential, which is consistent with the proposed development. It should be noted that this reference is to the recently adopted Comprehensive Plan 2045.



Clemson NEXT White Paper

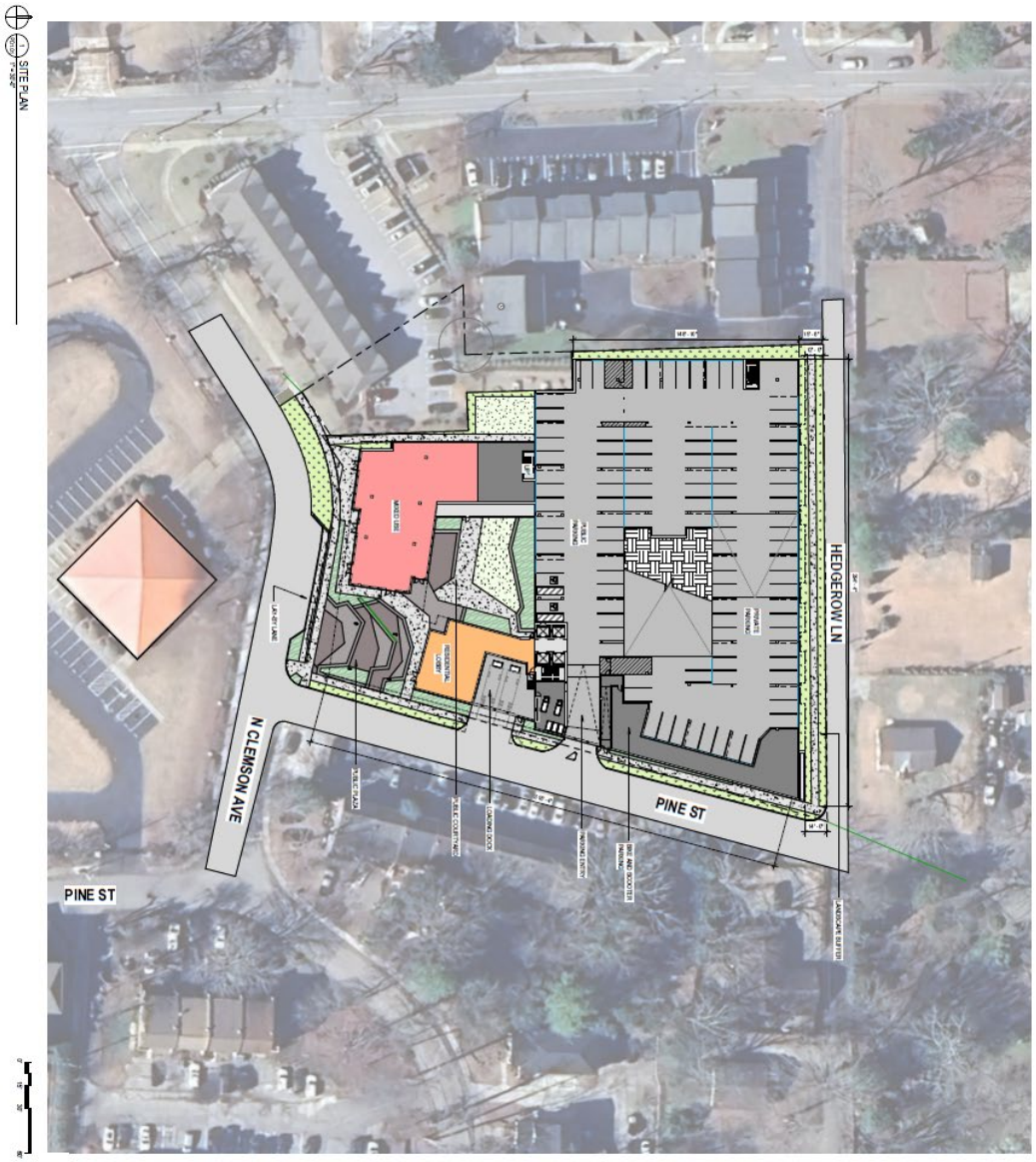
Although the properties were not specifically included in the suggested boundary of the Catalyst Area identified as Downtown West by the Clemson NEXT strategic plan's white paper, they are situated adjacent to it and share a number of its characteristics. The site is easily walkable to campus, directly accessible from Walter T. Cox Boulevard (Hwy 93), and, although located just south of R-20 parcels across Hedgerow Lane, is also "somewhat topographically separated" from nearby traditional single-family neighborhoods. It should be noted that the plan recommended Downtown West be "maximized" for density and student housing development. The map below, which was taken from the white paper, illustrates the proposed site location in relation to the recommended catalyst area.



Review Status

The Planning Commission approved a positive recommendation to City Council on the proposed planned development on April 13, 2026, and a public hearing was held on May 18, 2026. Council is scheduled to hold first reading at their June 1, 2026 meeting.

Site Plan



PD1.01
ARCHITECTURAL SITE PLAN
CHAPTER CLEMSON
CRG + THE 53 GROUP
201 PINE STREET, CLEMSON, SC 29631
CONCEPT DESIGN
CRG
LJC

*See published plan set for more details

Application

CITY OF Clemson PLANNING & DEVELOPMENT

1250 Tiger Blvd, Suite 4 • Clemson, SC 29631-2662
(864) 653-2050
Fax (864) 653-2057
www.cityofclemson.org

PC

PLANNING COMMISSION
PLANNED DEVELOPMENT APPLICATION – FORM 3
ZONING MAP AMENDMENT

Please complete in ink and return to the Planning and Codes Administration Department with required attachments, information, and filing fee. Planned Development Zoning Map Amendment applications require **a filing fee of $1000**, a current survey of the property, a copy of the deed, a designation of agent if owner is not the applicant, and all required information as required by City code. **Incomplete applications will not be accepted.**

File no.: R - __-__	PIN 4044-19-52-4316 & 4044-19-52-3149 __ __	Date submitted: 03 / 23 / 2026	Planning Commission meeting date: 04 / 13 / 2026

OWNER(S) INFORMATION

Last name: Gilley	First: David	Middle:	Interest
Entities: Gilley Brothers Farms, LLC; Gilley Brothers Farms 1, LLC; PKG Farm, LLC; Gilley Clemson, LLC; PKG Clemson, LLC; Gilley 1 Clemson, LLC			☒ Sole owner ☐ Co-owner
Mailing address: 145 E. 44th St.	City: Indianapolis	State: IN	ZIP Code: 46205
Daytime phone no.: (317) 806-6713	Fax no.: ( )		E-mail: davidgilleymd@gmail.com

APPLICANT INFORMATION

To be completed only if Owner is not Applicant:

Applicant's last name: Mills CRG Acquisition, LLC	First: Alison	Middle:	
Mailing address: 8640 Evans Avenue	City: Berkeley	State: MO	ZIP Code: 63134
Daytime phone no.: (314) 412-7390	Fax no.: ( )		E-mail: MillsA@realcrg.com

PROPERTY INFORMATION

Property address:	Property dimensions:	Property area:	Current zoning district:
201 & 203 Pine St., Clemson, SC	240' x 332'	1.833 acres	RM4

DESIGNATION OF AGENT

To be completed by Owner(s) only if Owner is not Applicant. ***All owners must sign.***

I (we) hereby appoint the person named as Applicant as my (our) agent to represent me (us) in this request for a planned development rezoning. By signing below, I (we) understand that the planned development application consists of three (3) separate forms and my (our) agent may represent me (us) in all three phases of the application process. I (we) certify that all information in this request is correct.

DAVID GILLEY	David Gilley	3/11/2026
Owner name	*Owner signature*	*Date*
Owner name	*Owner signature*	*Date*

To be completed by Applicant:

I certify that the information in this request is correct.

Alison Mills	Alison K Mills	03/23/2026
Applicant name	*Applicant signature*	*Date*

Rev. 11-14-05; 06-15-07

CITY OF Clemson
PLANNING & DEVELOPMENT

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PC

PLANNING COMMISSION
PLANNED DEVELOPMENT APPLICATION – FORM 3
ZONING MAP AMENDMENT

Please complete in ink and return to the Planning and Codes Administration Department with required attachments, information, and filing fee. Planned Development Zoning Map Amendment applications require **a filing fee of $1000,** a current survey of the property, a copy of the deed, a designation of agent if owner is not the applicant, and all required information as required by City code. **Incomplete applications will not be accepted.**

File no.: R - __-__	PIN: 4044-19-52-2137	Date submitted: 03 / 23 / 2026	Planning Commission meeting date: 04 / 13 / 2026

OWNER(S) INFORMATION

Last name: Hills III	First: James	Middle: M.	Interest ☒ Sole owner ☐ Co-owner
Mailing address: 626 Rue de Muckle	City: Mr. Pleasant	State: SC	ZIP Code: 29464
Daytime phone no.: (602) 748-6706	Fax no.: ( )		E-mail: jhills@hillsholding.com

APPLICANT INFORMATION

To be completed only if Owner is not Applicant:

Applicant's last name: Mills CRG Acquisition, LLC	First: Alison	Middle:	
Mailing address: 8640 Evans Avenue	City: Berkeley	State: MO	ZIP Code: 63134
Daytime phone no.: (314) 412-7390	Fax no.: ( )		E-mail: MillsA@realcrg.com

PROPERTY INFORMATION

Property address:	Property dimensions:	Property area:	Current zoning district:
300 N. Clemson Avenue	45' x 183'	0.190 acres	RM3

DESIGNATION OF AGENT

To be completed by Owner(s) only if Owner is not Applicant. ***All owners must sign.***

I (we) hereby appoint the person named as Applicant as my (our) agent to represent me (us) in this request for a planned development rezoning. By signing below, I (we) understand that the planned development application consists of three (3) separate forms and my (our) agent may represent me (us) in all three phases of the application process. I (we) certify that all information in this request is correct.

James M Hills		11 March 2026
Owner name	*Owner signature*	*Date*
Owner name	*Owner signature*	*Date*

To be completed by Applicant:

I certify that the information in this request is correct.

Alison Mills		03/23/2026
Applicant name	*Applicant signature*	*Date*

Rev. 11-14-05; 06-15-07

REQUIRED INFORMATION

For the purpose of processing and coordination of this application, the following person is my (our) designated contact person:

CONTACT PERSON

Last name:	First:	Name of firm, if applicable:		
Mills	Alison	CRG Acquisition, LLC		
Mailing address:	City:	State:	ZIP Code:	
8640 Evans Avenue	Berkeley	MO	63134	
Daytime phone no.:	Fax no.:		E-mail:	
(314) 412-7390	( )		MillsA@realcrg.com	

PROJECT DEVELOPER

Last name:	First:	Name of firm:		
Same as above				
Mailing address:	City:	State:	ZIP Code:	
Daytime phone no.:	Fax no.:		E-mail:	
( )	( )			

PROJECT ARCHITECT

Last name:	First:	Name of firm:		
Vavaroutsos	Elias	The Lamar Johnson Collaborative		
Mailing address:	City:	State:	ZIP Code:	
35 E. Wacker Drive, Suite 1500	Chicago	IL	60601	
Daytime phone no.:	Fax no.:		E-mail:	
(312) 216-5636	( )		VavaroutsosL@theljc.com	

PROJECT ENGINEER

Last name:	First:	Name of firm:		
Falkenmeyer	Aaron	Thomas & Hutton		
Mailing address:	City:	State:	ZIP Code:	
220 N. Main Street, Suite 402	Greenville	SC	29601	
Daytime phone no.:	Fax no.:		E-mail:	
(864) 767-7202	( )		falkenmeyer.a@tandh.com	

Rev. 11-14-05; 06-15-07

201-203 PINE STREET & 300 N. CLEMSON AVE.

PLANNED DEVELOPMENT ORDINANCE

Section 101 - Descriptive Statement

The provisions of this Ordinance shall apply to the 201 Pine Street Mixed-Use Planned Development located at 201-203 Pine Street and 300 N. Clemson Ave., within the corporate limits of the City of Clemson, County of Pickens, State of South Carolina, and described and shown in the legal description included herein and attached as an Exhibit. This Ordinance has been established to regulate and guide the implementation of this Planned Development located within the corporate limits of the City of Clemson, South Carolina and defined herein. The adoption of this ordinance shall impose standards and restrictions on both the residential and commercial components of this Mixed-Use Planned Development.

The property owner of the Planned Development will be responsible for the maintenance of all sidewalks, buildings, parking areas, landscaping, and amenities, which shall be kept in a clean and presentable manner.

The Planned Development is 2.023 acres and sits on the three (3) parcels listed below (the "Site"):

Parcel	Type	Address	PIN	Area (SF)	Area (acres)	Underlying Zoning
1	Fee Simple	201 Pine St.	4044-19-52-3149	44,788.91 SF	1.028	RM4
2	Fee Simple	203 Pine St.	4044-19-52-4316	35,081.82 SF	0.805	RM4
3	Fee Simple	300 N. Clemson Ave.	4044-19-52-2137	8,288.38 SF	0.190	RM3
	TOTAL			88,159.11 SF	2.023	

Proposed Uses

Area 1: Open Space – The Planned Development will include approximately 20% open space planned for the site. The open space shall consist of setbacks, buffer and landscaping areas, public and interior courtyards, and pervious pavers as shown on the PD Site Plan attached as Exhibit PD1.01. All of the open space within the property area shall be owned and maintained by the developer (owner). As part of the project, the open space which will be constructed by developer along Pine Street and N. Clemson Avenue will include bike parking, light poles, trash receptacles, dog run, pet waste receptacles, landscaping, and public seating areas to be used by the public.

Area 2: Commercial Space – The Planned Development shall include approximately 6,000 square feet of commercial space within the frontage of the building on N. Clemson Ave. The commercial component will include both leasable and requisite back of house space for a functioning retail business. This area will be marketed for restaurants, coffee shops, convenience stores, and general retail or small business tenants. Required chases and grease traps will be installed to accommodate a commercial kitchen. The commercial component will also have access the public courtyard for outdoor seating and dining opportunities. The Board of Architectural Review (BAR) will approve all outdoor furniture for the commercial space.

Area 3: Market Rate Multifamily Housing – The Planned Development will include a maximum of 555 beds and 159 units, consisting of approximately 188,132 square feet of net rentable residential area. The approximate average unit size shall be 1,180 square feet (the "Units"). These Units will consist of studio, one-bedroom, two-bedroom, three-bedroom, four-bedroom and five-bedroom Units. A minimum of 20% of the units shall be a mix of studios, one-bedroom, and/or two-bedroom units. The maximum occupancy shall be (1) occupant per bedroom.

Area 4: Parking – The Planned Development shall include 236 parking spaces located in a structured parking garage with access from Pine Street. 31 parking spaces will be publicly available within the garage. The 31 public parking stalls will be subject to a long-term lease to the City for $1/year with detail to finalized in a separate parking agreement prior to receiving Certificate of Occupancy. The remaining spaces will be for resident parking and shall be access controlled behind a secured gate to separate from the public parking stalls. The parking area shall also include moped and golf cart parking areas for residents and guests.

Area 5: Existing Townhouse at 300 N. Clemson – The Planned Development shall include the existing townhouse at 300 N. Clemson. The townhouse shall remain part of the Pineherst Townhomes Homeowners Association and no physical changes are to be made to the structure, use, or appearance of the townhouse. The townhouse will remain an existing 3-bedroom residential unit, subject to the existing HOA covenants, restrictions, and use limitations currently in place. The existing parking spaces at 300 N. Clemson will remain the Common Area of the Pineherst Townhomes Home owners Association and shall not be used or accessed by residents of the building at 201 Pine Street. All existing setbacks and access to the townhouse shall be maintained.

Access

Access will be provided exclusively from Pine Street for vehicular and pedestrian access. Vehicles exiting the garage will be required to make a right-turn only to travel south on Pine Street. The dedicated public area will be accessible directly by the public right-of-way. Secured access points will be provided for the residential components of the project and associated parking area via Pine Street. The loading zone will be located off of Pine Street adjacent to the garage entrance and will meet City loading standards. The overhead door to the loading dock shall be closed at all times when not in use. Trash chutes are located on each residential floor of the building and terminate in a trash room at Pine Street for collection.

Pedestrian Access – The Planned Development will have direct access to the public right-of-way. As a part of the project, the Developer will construct a minimum of 5' sidewalk improvements along the frontage of the project on N. Clemson Avenue and Pine Street providing pedestrian and bicycle access to the site. Additionally, landscape improvements and a new 5' sidewalk are proposed on Hedgerow within the property line to improve the streetscape surrounding the site.

Integration with Transit and Alternative Modes of Transportation – The Planned Development will have direct access to the public right-of-way. There are several existing transit (CAT bus) routes along SC 93 / Walter Cox Boulevard which will also serve future residents of the development. Bicycle racks and secured bicycle storage shall also be included in the project.

Ownership and Covenants / Conditions / Restrictions – Ownership of the project will remain private with any future property owners bound by and agreeing to this ordinance. Management and

maintenance of the project will be by the property owner and/or a property management company hired by the owner. Any future covenants, conditions, and restrictions that may be placed on the property will follow the guidelines and be governed by this Planned Development.

Community Open Space for Residents – There will be Community Open Space throughout the development for use and enjoyment by residents. Community Open Space for Residents includes courtyards and building amenity areas. These areas will remain open for use by all residential tenants. Exterior amenities will have posted hours of operation of 7:00AM to 10:00PM. The Developer/Owner shall be permitted to request an event permit up to 4 times per year from the Chief of Police to extend the hours of operation for special events.

Public Open Space – The project will include approximately 12,500 square feet of plaza and park space within a courtyard that is open to the public. These spaces will include a variety of landscape, lawns, and hardscape. A lay-by lane is also included along Clemson Avenue for drop-offs and deliveries. Publicly accessible WiFi for guests shall also be provided in outdoor common areas. It shall be the responsibility of the Developer to keep the property free of dirt and debris and to maintain the public open space in a clean and presentable manner. Failure to do so shall be a violation of this Ordinance.

Impact on Public Facilities – Upon development of the project, there will be an impact on public water and sewer capacity as well as fire protection, police protection, emergency services, and public transportation. Improvements required for connections to public utilities will be made or upgraded as part of the development. The developer will be responsible for its portion of impact fees assessed to the project. Furthermore, any added need for public services will be supported by the taxes generated by the Planned Development. Notwithstanding any of this or any other provision in this document, the developer shall be responsible for all of the improvements identified by Section 103 – Offsite & Public Improvements.

There is not an anticipated significant impact on the public school system from the development as the majority of the residents will be young professionals, faculty, and college students; however, there will be property tax generation that will benefit the school system.

Section 102 - Index of Exhibits

Exhibit A – Site Legal Description
Exhibit B – Existing Conditions & PD Site Plans
Exhibit C – Elevations
Exhibit D – Renderings
Exhibit E – Traffic Impact Analysis

Section 103 – Offsite Improvements

- Developer will be responsible for stormwater improvements onsite as well as the cost of connecting to the closest existing public stormwater infrastructure.
    - 201-203 Pine Street and 300 N. Clemson Avenue currently benefit from a shared storm drainage and underground detention system. As shown on PD Drawing UT1.1, as a part of the Planned Development, the storm drainage for 201-203 Pine Street will convey to the existing underground detention system at 300 N. Clemson. The outfall pipe for the

underground detention system serving all properties shall be realigned to improve drainage to the existing storm drain pipe in North Clemson Avenue.

- Sanitary improvements, necessary for the development, will be the responsibility of the developer and will be made to update the public sanitary system to work with the proposed development.
- Developer has conducted a Traffic Impact Analysis (TIA) in coordination with the City of Clemson to identify required improvements for vehicular access as a result of the project:
    - Developer proposes site egress to be right out only to direct traffic south towards North Clemson Avenue and SC 93.
- As a part of the project, Developer will make infrastructure and pedestrian improvements to North Clemson Avenue, including:
    - Approximately 3,000 linear feet of new 18" curb and gutter to City Standards along both sides of North Clemson Avenue from Oak Street to Hillcrest Avenue.
    - Resurfacing from Pine Street to Hillcrest Avenue
    - A new 10' sidewalk (approximately 1,565 linear feet) on the North side of North Clemson Avenue from Pine Street to Hillcrest Avenue, and on the south side of North Clemson Avenue between Oak Street and Pine Street.
    - A new 8" water main (approximately 1,750 linear feet) from Pine Street to Wigington Street. Developer shall have the option to perform this work directly or to reimburse the City for the performance of this scope.
    - New, ADA compliant crosswalks at Pine Street and Clemson Avenue, and at Clemson Avenue and Wigington Streets.

Section 104 – Permitted Uses

The Planned Development will consist of open space accessible to the public, commercial uses, private parking uses, and multifamily housing. Residential units may be rented by-the-unit or by-the-bed as determined by Developer or future property owners. Only uses permitted in the CM zoning district will be allowed in the commercial component of this project.

Section 105 – Bonding of Vacant Commercial Space

A bond in an amount equal to 150% of the estimated cost for building out the commercial space (based on the current average cost for commercial construction in the area as determined by the City) shall be posted at the time of the issuance of the first Certificate of Occupancy issued for any portion of the residential component of the mixed-use structure. The bond, which shall have a 2-year expiration date, may be either a cash or surety bond, and shall be released upon completion of the upfit of the commercial space. In the event the commercial space upfit is completed by units or phases, the bond amount may be proportionately reduced based on square footage as the space is occupied by a viable commercial entity possessing a business license issued by the City. The City shall reserve the right to call the bond for any uncompleted commercial space two weeks prior to the expiration of the bond.

Section 106 - Hours of Operation

The residential leasing office and the commercial space shall have operating hours conforming to applicable city and state regulations.

Section 107 – Site

The property consists of three (3) parcels with frontage along N. Clemson Avenue, Pine Street and Hedgerow Lane – 201 Pine Street, 203 Pine Street, and 300 N. Clemson Avenue. Existing conditions include multifamily apartments, a townhouse, and surface-parked spaces. The site has approximately 35' of grade change from south to north with existing drainage running to the south with outfall onto Clemson Avenue.

The proposed use is for a mixed-use development with commercial and open spaces, and multifamily residential units that will be marketed to young professionals, faculty, and students. Residential units may be rented by-the-unit or by-the-bed as determined by Developer or future property owners. The commercial area will be marketed for a variety of retail tenants.

One vehicular access point to the apartment building will be provided on Pine Street. The vehicular access to the townhouse shall be maintained in its existing condition from Oak Street Pedestrian access points will be available at multiple locations along Pine Street and N. Clemson Avenue, and emergency egress will be provided along Hedgerow Lane and Pine Street. These access points will remain privately owned and maintained except for the portions that tie into the public right-of-way.

Public water and sewer lines will be located along N. Clemson Avenue for the development. Any access easements necessary for these utilities will be provided as part of the development.

Section 108 – Standards and Dimensions

- Minimum/Maximum Lot Area(s) – None
- Minimum/Maximum Lot Width(s) – None
- Minimum Building Setback:
  - Front (Pine Street): 10' (from back of curb)
  - Front (North Clemson Ave): 10' (from property line)
  - Side: None
  - Rear (Hedgerow): 10' (from property line)
  - 300 N. Clemson Townhouse: no changes from existing
- Maximum Structure Height: 85'-0", excluding stair and elevator overruns, parapets and equipment, as measured from finished grade.
- Tree canopy coverage will comply with Ordinance requirements in Sec. 15-30.15 through onsite coverage or contribution to the Clemson Tree Fund.

Section 109 – Impervious Area

Impervious materials will include the building and parking footprints, asphalt paving, sidewalks, curb and gutter, patios, etc. Maximum impervious coverage will be limited to 95%.

Open space will consist of setbacks, buffers, lawn, landscaping, sidewalks, ground level seating areas and hardscape, building courtyards and outdoor amenity areas as shown on the Conceptual Site Plans. All open space within the property area shall be owned and maintained by the developer (owner). The minimum open space will be limited to 20%.

Section 110 – Occupancy/Density

Occupant means a natural family or an individual unrelated by blood to a second degree of consanguinity, marriage, adoption, or guardianship to any other occupant of the dwelling unit. A natural family means any number of persons related by blood or marriage to the second level of consanguinity. A natural family shall be counted as one occupant.

In addition to commercial space, the elevated deck shall be designated for common recreational use by the residents.

Maximum Occupancy – occupancy for all residential units shall be limited to one occupant per bedroom.

Section 111 – Design Standards

Materials for the building construction will consist of the following: reinforced concrete, brick masonry and fiber cement panel varieties cladding the apartment structure, insulated operable windows. Residential materials will include a mix of brick masonry, fiber cement panel varieties, and various metal panel accents as well as insulated operable windows. There shall be no changes to the exterior design of the existing townhouse at 300 N. Clemson. The commercial space level along N. Clemson Avenue will include a mix of brick masonry with insulated window and door systems. The composition and color of all final materials shall be substantially similar to those shown on the Site Plan Drawings. The BAR will approve final building materials, commercial space exterior furniture, and landscaping.

Section 112 – Parking/Circulation

Parking and Circulation for this PD shall adhere to the table summary below rather than to Table 19-802 in Chapter 19 – Article VIII, Clemson Code of Ordinances. The Project will include structured parking with access located on Pine Street. The table below summarizes the minimum parking requirements for each use located within the project:

Parking Summary	Maximum Beds	Minimum SF	Maximum SF	Commercial Spaces	Private Parking Minimum Spaces
Public Parking	--	6,000 SF	--	31 spaces	--
Resident	555 beds	--	340,000 SF	--	200 spaces
Management/Guest Parking	--	--	--	--	5 spaces
Townhouse	3 beds	--	--	--	3 spaces

The project shall include a three-level parking structure. The parking ratio for the Multifamily Housing component shall be not less than 35% of beds within the project and shall include adequate parking for residents as well as guests. All parking spaces for the Commercial Space shall be clearly marked to distinguish them from other parking areas. As a part of the existing Pineherst Townhomes Homeowners Association Declaration of Covenants, Conditions, and Restrictions, the resident(s) of 300 N. Clemson have the exclusive right to use the three (3) vehicular parking spaces located in the parking lot within the Association designated to the 300 N. Clemson property. The rights to the parking spaces located on the

300 N. Clemson property shall remain subject to all covenants of the Pineherst Townhomes Homeowners Association and shall not be accessed by residents of the new multifamily building in any way. Vehicular and pedestrian access to the townhouse shall maintain the existing conditions and be exclusively from Oak Street.

All standard parking spaces shall be a minimum of 9'0'' in width and 18'-0'' in length, and all compact spaces shall be a minimum of 8'0" in width and 16'0" in length. A maximum of 30% compact parking spaces shall be permitted. The 31 public parking spaces will be 10'-0" in width and 18'-0" in length. A minimum of 40 bicycle parking stalls shall be provided throughout the project. 25 moped parking spaces shall also be provided in the project.

All roads must meet emergency access and Fire Code standards. The Developer will work with the City traffic engineer through the planning and permitting process to provide a traffic study if it is deemed required by the City Engineer.

Section 113 – Landscaping/Buffers

All landscaping and buffers shall be planted/installed in the manner shown on a Final Landscaping Plan approved by the BAR or Director of Urban Land Management.

The Director of Urban Land Management shall reserve the right to reasonably amend any specification established by this section to address specific site conditions.

Plantings shall conform to the following:

- Street trees along N. Clemson Avenue: A mix of canopy and understory trees shall be planted in landscape islands within paver and concrete gathering areas.
- Street trees & landscape along Pine Street: Understory trees shall be planted at 25' intervals, and evergreen shrubs shall be planted as approved. All planting methods shall be approved by the Director of Urban Land Management.
- Transformer Screening: Evergreen shrubs will be planted at a maximum of 3' on center to screen transformers from the public right-of-way.
- Additional landscaping may be planted (including shrubs around buildings and amenity areas) as approved. All shrubs will be shown on the final landscape plan.
- Trees that are less than 4' from a sidewalk, building, or road will be planted with root barriers.
- If there is less than a minimum of 175 cubic feet of planting soil volume, Silva Cells or an equivalent approved by the City shall be installed

Section 114 - Signage

Signage for this PD shall adhere to Chapter 19 - Article VII of the City of Clemson Code of Ordinances. A Final Signage and Illumination Plan will be completed to meet City requirements during the permitting process. All signs shall comply with the requirements of AR-District 2 and are subject to the approval of the Board of Architectural Review (BAR) prior to the issuance of the signage permit(s).

Section 115 – Lighting

Lighting for this PD shall adhere to Chapter 19 - Article X of the City of Clemson Code of Ordinances. A lighting photometric plan will be completed to meet the City of Clemson's adopted lighting standards. A

Final Illumination Plan will be completed to meet the requirements during the permitting process, which will include BAR approval. The BAR will also approve lighting for the commercial patio. If the commercial use changes the Zoning Administrator can require a change to the patio lighting. Any offsite lighting within the public right-of-way will be coordinated with the City Engineer and shall be Duke Energy lighting. Developer shall be responsible for the installation of any required conduit and the decorative adder fee for offsite lighting. The City shall be responsible for the maintenance and monthly energy cost for offsite lighting in the right-of-way.

Section 116 – Utilities

Project will be serviced by City of Clemson water and sanitary sewer. Connection and service fees will be the responsibility of the Developer.

Increases in fire, police, emergency management, and roadway use will be offset by substantial increase in property taxes and sales tax generated by the commercial and residential components of the development.

Section 117 – Connectivity

The planned development will have direct access to the public right of way. Additionally, the Project will be providing offsite improvements as described above to facilitate pedestrian circulation to the existing CAT bus stop at Highway 93.

Section 118 – Grading and Stormwater

The planned development will involve mass grading of the site for the installation of the building, underground parking, landscape, hardscape, and right of way improvements.

Section 119 – Trash

The trash collection shall be provided by the developer through the City.

All trash collection for the development shall be collected and stored in enclosed rooms as shown on the Site Plan Drawings with dumpster staging occurring by building staff no more than an hour before collection. All dumpsters shall be returned to enclosed areas no more than an hour after collection. The primary trash collection point shall be along Pine Street. Trash collection trucks are to utilize the loading dock during trash collection. The door to the trash/loading dock shall be kept closed at all times when not in use. The loading dock shall also be recessed from the sidewalk to help conceal it from the right-of-way.

Section 120 – Accessory Structures

None.

Section 121 – Maintenance

Developer is responsible for all maintenance of property including building, landscaping, tenant open space, stormwater facilities, and grounds. The City of Clemson will be responsible for all public domestic water, sewer mains, sewer force mains, and any off-site property and facilities dedicated to and accepted by the City.

Section 122 – Phasing

The construction of 300 N. Clemson Avenue and the associated underground detention system are complete. The new construction of the apartment building at 201-203 Pine Street will include a realignment of the storm drainage outfall pipe and a new connection to the existing underground detention system.

Section 123 – Construction Activity

Construction hours, noise, and activities shall adhere to Sec. 13-10 of the City of Clemson Code of Ordinances. Construction Schedule and Site Management Plan for allowable construction times and sequencing will be submitted by Developer and Contractor for approval during permitting.

Section 124 – Transfer of Ownership

This Ordinance will remain in place through any transfer of ownership of property. Any new owner will take over maintenance and management per this Ordinance. Nothing herein shall be construed to limit Developer's right to sell, assign or convey the project in accordance with applicable law.

Section 125 – Conceptual Site Plan

The conceptual site plan for the Planned Development shall maintain flexibility to accommodate specific conditions, environmental concerns, physical constraints, and smart design parameters. Accordingly, the exact location and size of land uses and preliminary design concepts depicted in the conceptual site plan may be subject to minor changes over the life of the development so long as the maximum densities, minimum open space, character, and intent of the development will be adhered to.

Section 126 – Vested Rights

The Planned Development shall be considered a site-specific development plan, and the approval of this Planned Development shall establish vested rights to undertake and complete the development of the Site in accordance with this Planned Development under Vested Rights Act (S.C. Code Ann. §§ 6-29-1510, et seq.) and applicable City's ordinances.

In the event the City of Clemson creates a zoning district that is materially consistent with this Planned Development, the property owner(s) and their heirs or assigns shall not object to the inclusion of the property within such district, provided that:

(a) the right to rebuild in accordance with the approved site plan and density is preserved; and
(b) no additional restrictions or conditions are imposed that would:
(i) limit or prohibit student housing;
(ii) require affordability set-asides or income restrictions;
(iii) reduce approved building height, parking ratios, or residential unit count;
(iv) restrict rooftop amenities or open space programming;
(v) impose enhanced architectural or material standards beyond those approved in this Planned Development; or
(vi) otherwise conflict with the uses, entitlements, or development standards established under this Planned Development.

PLANS, DRAWINGS, SUPPLEMENTAL INFORMATION

Architectural Site Plan, Floor Plans, Existing Conditions Plans, Utility Plan, Grading Plan, Architectural Renderings, Traffic Impact Analysis

DEVELOPMENT SUMMARY

GENERAL INFORMATION

ITEM	QUANTITY		COMMENT
PROJECT DESCRIPTION:			THIS PROJECT CONSISTS OF THE CONSTRUCTION OF 159 APARTMENT UNITS WITH 555 BEDS, STRUCTURED PARKING, DISPERSED INTERIOR AND EXTERIOR AMENITY SPACES FOR THE RESIDENTS, COMMERCIAL SPACES LOCATED ON THE FIRST FLOOR, AND A COURTYARD AT GRADE. THE PROJECT WILL BE DESIGNED TO COMPLY WITH SOUTH CAROLINA BUILDING CODES AND ALL LOCAL AMENDMENTS. THE PROJECT WILL BE DIVIDED BY FIRE WALLS IN ORDER TO CREATE TWO SEPARATE BUILDINGS FROM THE PERSPECTIVE OF THE SOUTH CAROLINA BUILDING CODES. EACH BUILDING HAS A 2-STORY ABOVE GRADE PODIUM DESIGNED TO MEET TYPE 1A CONSTRUCTION REQUIREMENTS. THE UPPER 5 LEVELS OF EACH BUILDING WILL BE DESIGNED TO MEET TYPE 3A CONSTRUCTION REQUIREMENTS.
ADDRESS:			201 PINE STREET CLEMSON, SC 29631
CURRENT ZONING			RM-3 & RM-4 - MULTI-FAMILY RESIDENTIAL DISTRICT
ZONING REQUEST			PD - PLANNED DEVELOPMENT
PROPOSED USES			MULTI-FAMILY (159 UNITS, 555 BEDS) AND COMMERCIAL
PROPERTY LOCATION			CORNER OF N. CLEMSON AVE & PINE STREET
PIN NUMBERS			4044-19-52-4316, 4044-19-52-3149, 4044-19-52-2137
LOT AREA:			
PARCEL 4044-19-52-3149	201 PINE ST.	1.028 ACRES	44,788.91 SF
PARCEL 4044-19-52-4316	203 PINE ST.	0.805 ACRES	35,081.82 SF
PARCEL 4044-19-52-2137	300 N. CLEMSON AVE.	0.190 ACRES	8,288.38 SF
TOTAL AREA		2.023 ACRES	88,159.11 SF
GROSS AREA			340,000 SF
RESIDENTIAL AREA (NET)			188,132 RSF
AVERAGE RSF PER UNIT			1,180 SF
BUILDING OCCUPACY			R-2 (PRIMARY), A-2, A-3, S-2

PARKING & LOADING

PARKING & LOADING REQUIREMENT CALCULATIONS

		PROVIDED
RESIDENTIAL		205
COMMERCIAL/PUBLIC		31 1 PARKING SPACE PER 200 SF OF RETAIL
LOADING 1 LOADING BERTH REQUIRED FOR SPACES UP TO 25,000 SF (Table 19-808. Off-street Loading Requirements for Non-residential Uses)		2

PARKING CALCULATIONS

	STANDARD	COMPACT	ACCESSIBLE	TOTAL
LEVEL 01	60	33	4	97
LOWER LEVEL 01	108	28	3	139
TOTAL	168	61	7	**236**
		26%	[INCLUDING 2 VAN]	(.4 TOTAL PARKING SPACES PER BED)

BICYCLE PARKING	**PROVIDED**
RESIDENTIAL 1 EVERY 4 UNITS	51
COMMERCIAL 10% OF COMMERCIAL PARKING	4
TOTAL	55

ARTICLE III. PLANNED DEVELOPMENT REGULATIONS

Proposed Density, Bulk, and Dimensional Requirements and Standards

USE	PD Proposal
a. Tract area (acres)	See "LOT AREA" under "GENERAL INFORMATION"
b. Lot width at front building line	360'
c. Density (bedrooms/acre)	275
d. Impervious surface coverage	95%
e. Open space requirements	20%
g. Building spacing	n/a
h. Front setbacks (exterior) - EAST (Pine St.) and SOUTH (N. Clemson Ave.)	EAST: 10' min from back of curb; SOUTH: 10' min from property...
i. Side setbacks (exterior) - WEST	none
j. Rear setbacks (exterior) - NORTH (Hedgerow Ln.)	10'
k. Dwelling occupancy, max.	5
l. Structure height	Bldg A: 70'; Bldg B: 85'

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DRAWING TITLE
ZONING DATA

DRAWING NO.
PD1.00

Job # 25.009242

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1 PD1.01 SITE PLAN
1" = 30'-0"

0' 15' 30' 60'

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ARCHITECTURAL SITE PLAN

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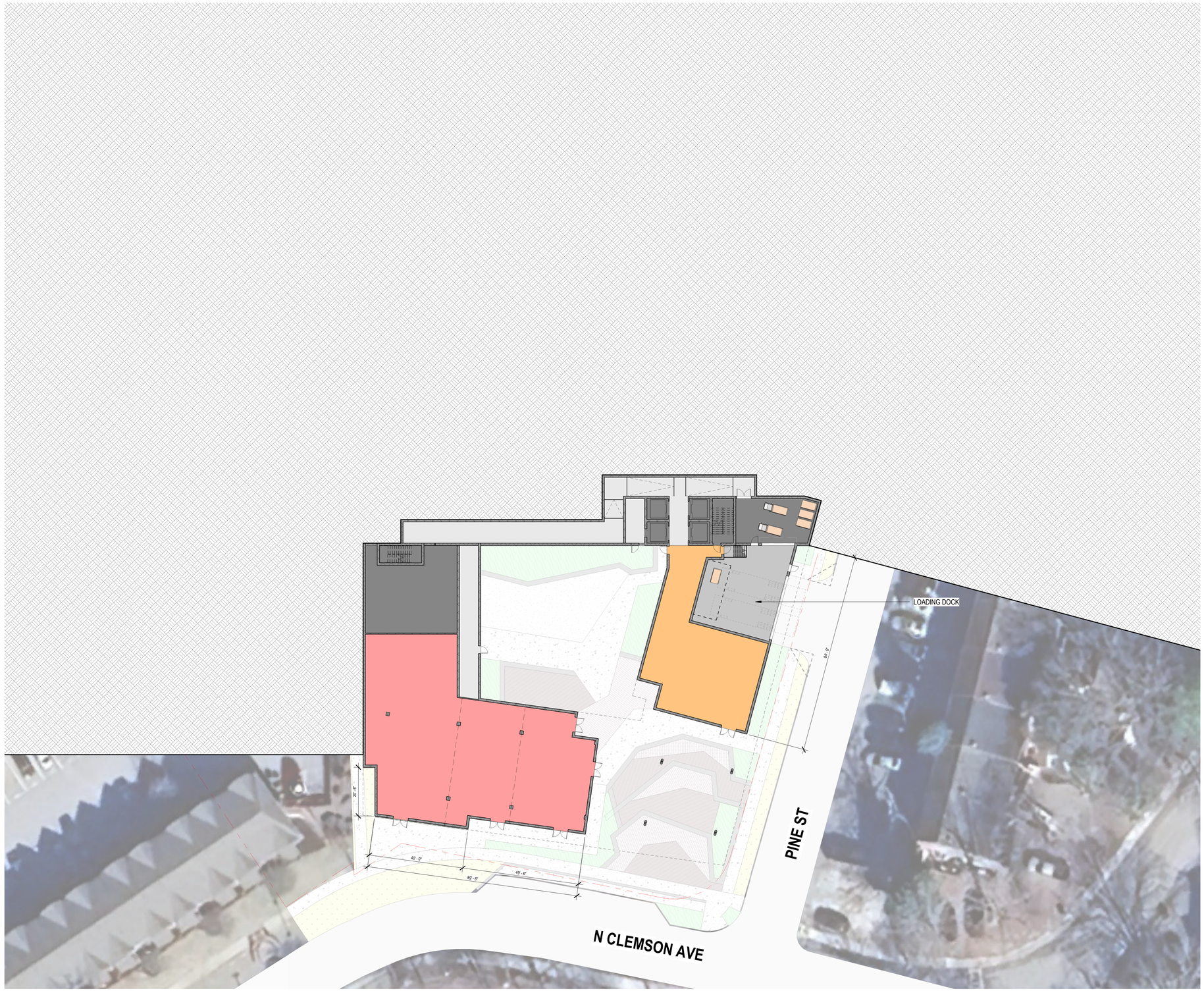

1 PD2.01 LOWER LEVEL 02
1" = 20'-0"

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LOWER LEVEL 02

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1 PD2.02 LOWER LEVEL 01
1" = 20'-0"

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LOWER LEVEL 01

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1 PD2.03 1ST FLOOR PLAN
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1ST FLOOR PLAN

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1 PD2.05 2ND FLOOR PLAN
1" = 20'-0"

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DRAWING TITLE
2ND FLOOR PLAN

DRAWING NO.
PD2.05

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1 PD2.06 3RD FLOOR PLAN
1" = 20'-0"

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3RD FLOOR PLAN

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LOBBY/AMENITY

RETAIL TENANT SPACE

RESIDENTIAL UNITS

CIRCULATION

PARKING

CORE

0' 10' 20' 40'

1 PD2.07 4TH FLOOR PLAN

1" = 20'-0"

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4TH FLOOR PLAN

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291' - 6"
5' - 0"
38' - 0"
13' - 0"
39' - 6"
13' - 0"
38' - 6"
13' - 0"
19' - 0"
13' - 0"
21' - 0"
13' - 0"
60' - 0"
30' - 0"
32' - 6"
28' - 6"
13' - 0"
19' - 6"
13' - 0"
43' - 6"
325' - 6"
13' - 0"
250' - 6"
13' - 0"
37' - 0"
40' - 0"
13' - 0"
37' - 6"
13' - 0"
46' - 6"
149' - 8"
54' - 0"
54' - 0"
54' - 0



1 PD2.09 ROOF PLAN
1" = 30'-0"

0' 10' 20' 40'

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ROOF PLAN

DRAWING NO.
PD2.09

Job # 25.009242

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6 PD3.01 SOUTH ELEVATION
1/16" = 1'-0"



5 PD3.01 EAST ELEVATION
1/16" = 1'-0"

0' 8' 16' 32'

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201 PINE STREET, CLEMSON, SC 29631
CONCEPT DESIGN

DRAWING ISSUE

#	DESCRIPTION	DATE
A	PD SUBMISSION	3.20.2026

DRAWING TITLE
ELEVATIONS_SOUTH & EAST

DRAWING NO.
PD3.01

Job # 25.009242

1/15/2026 3:15:44 PM

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4 PD3.02 NORTH ELEVATION
1/16" = 1'-0"



5 PD3.02 WEST ELEVATION
1/16" = 1'-0"

0' 8' 16' 32'

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A	PD SUBMISSION	3.20.2026

DRAWING TITLE
ELEVATIONS_NORTH & WEST

DRAWING NO.
PD3.02

Job # 25.009242

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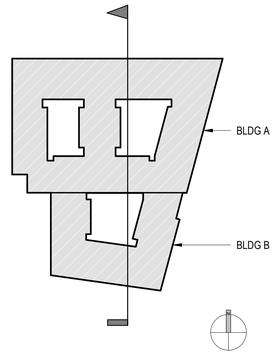

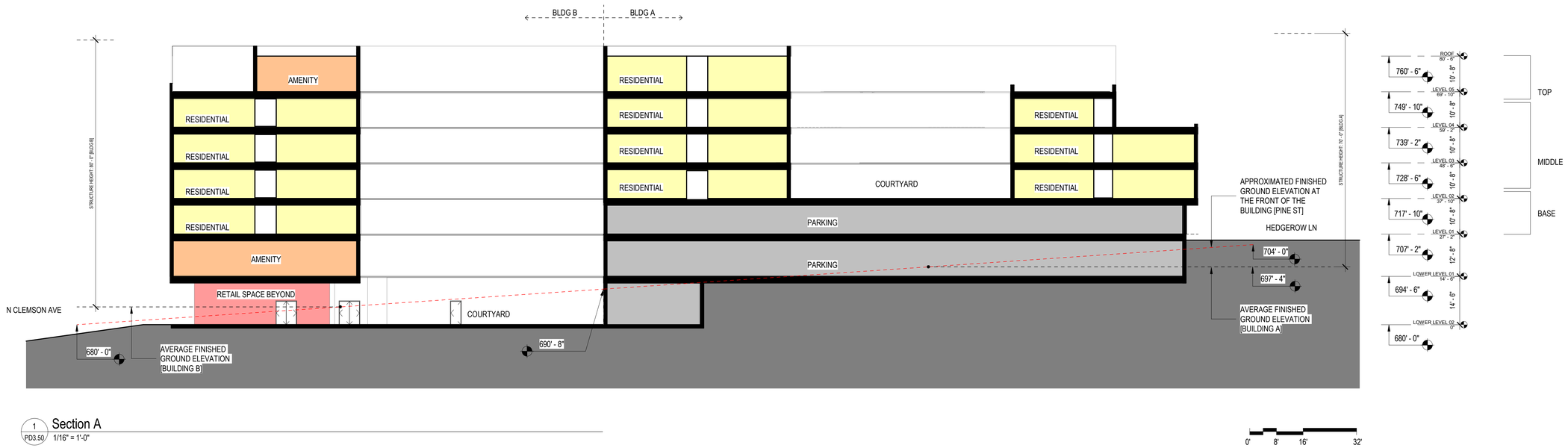

1 PD3.50 Section A
1/16" = 1'-0"

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#	DESCRIPTION	DATE
A	PD SUBMISSION	3.20.2026

DRAWING TITLE
SECTION

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PD3.50

Job # 25.009242

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VIEW OF CORNER AT PINE AND CLEMSON AVE



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#	DESCRIPTION	DATE
A	PD SUBMISSION	3.20.2026

DRAWING TITLE
RENDERING_PERSPECTIVE

DRAWING NO.
PD4.01

Job # 25.009242

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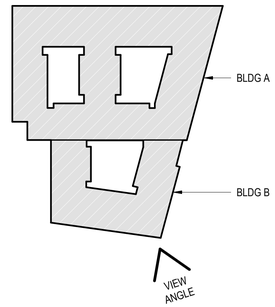
FACADE MATERIALITY











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RENDERING_PERSPECTIVE

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PD4.02

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DRAWING ISSUE

#	DESCRIPTION	DATE
A	PD SUBMISSION	3.20.2026

DRAWING TITLE
RENDERING_PERSPECTIVE

DRAWING NO.
PD4.03

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#	DESCRIPTION	DATE
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A	PD SUBMISSION	3.20.2026

DRAWING TITLE
RENDERING_PERSPECTIVE

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PD4.05

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DRAWING ISSUE

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A	PD SUBMISSION	3.20.2026

DRAWING TITLE
RENDERING_PERSPECTIVE

DRAWING NO.
PD4.06

Job # 25.009242

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#	DESCRIPTION	DATE
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DRAWING TITLE
RENDERING_PERSPECTIVE

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DRAWING ISSUE

#	DESCRIPTION	DATE
A	PD SUBMISSION	3.20.2026

DRAWING TITLE
RENDERING_PERSPECTIVE

DRAWING NO.
PD4.08

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DRAWING ISSUE

#	DESCRIPTION	DATE
A	PD SUBMISSION	3.20.2026

DRAWING TITLE
RENDERING_PERSPECTIVE

DRAWING NO.
PD4.09

Job # 25.009242

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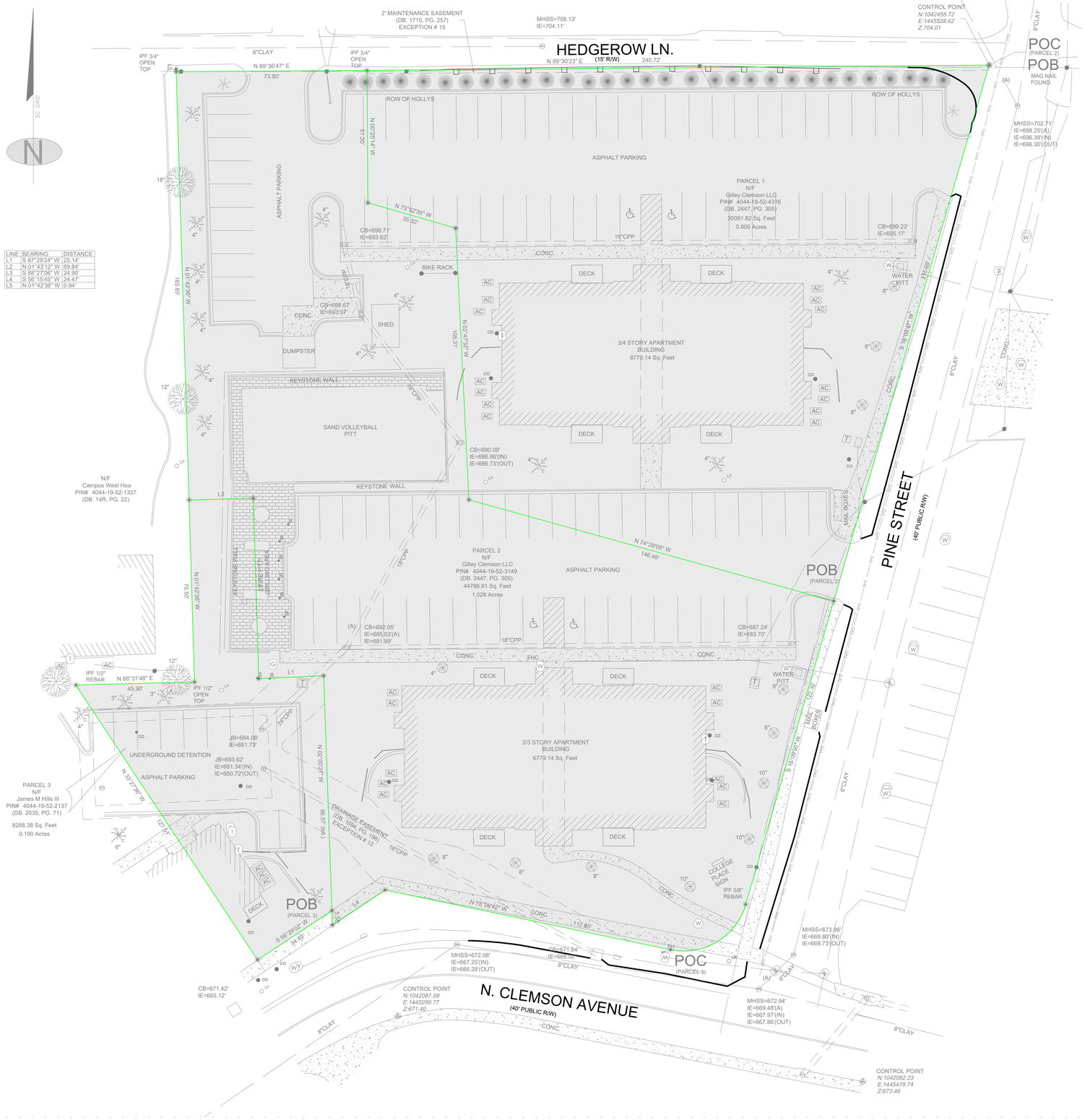

LINE	BEARING	DISTANCE
L1	S 87°29'24" W	25.14'
L2	N 01°43'12" W	69.84'
L3	S 88°27'06" W	24.90'
L4	S 56°15'45" W	24.47'
L5	N 01°42'36" W	0.94'

PROPERTY SUMMARY:

SITE SUMMARY:

TAX PARCEL ID:	4044-19-52-43164, 4044-19-52-3149, & 4044-19-52-2137
CURRENT ZONING:	RM4(MULTI-FAMILY RESIDENTIAL)
PROPOSED ZONING:	PD (PLANNED DEVELOPMENT)
PROPOSED USE:	MIXED USE (RESIDENTIAL & COMMERCIAL)
COMMERCIAL:	6000 SF
RESIDENTIAL:	159 UNITS (555 BEDS)
SITE AREA:	2.023 AC

SITE PLAN LEGEND:

PROPERTY LINE

DEVELOPMENT AREA

SURVEY NOTES:

SURVEYOR:
MSP & ASSOCIATES LAND SURVEYING, INC.
301 E HILLCREST DR.
GREENVILLE SC, 29609

SURVEY TITLE:
ALTA/NSPS LAND TITLE SURVEY FOR CRG ACQUISITION, LLC

JOB NUMBER: 252020

DATE: 4/18/25

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DRAWING ISSUE

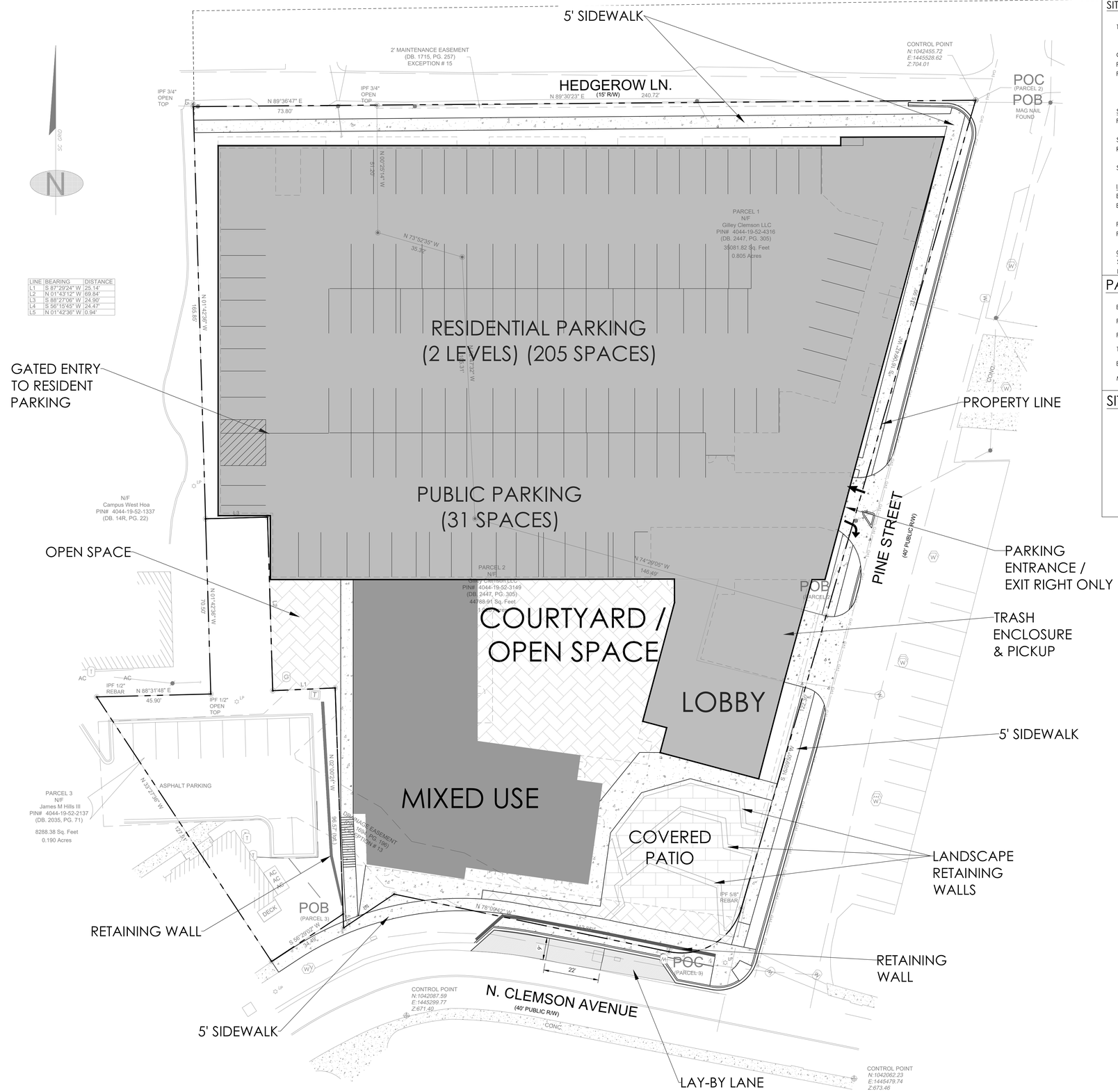
#	DESCRIPTION	DATE
	PD SUBMISSION	3.20.2026

20 0 10 20
GRAPHIC SCALE:
1 INCH = 20 FEET

DRAWING TITLE
EXISTING CONDITIONS

DRAWING NO.
EX1.1

Job # 25.0009242



LINE	BEARING	DISTANCE
L1	S 87°29'24" W	25.14'
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PROPOSED USE: MIXED USE (RESIDENTIAL & COMMERCIAL)
COMMERCIAL: 6000 SF
RESIDENTIAL: 159 UNITS (555 BEDS)

SETBACKS
FRONT SETBACKS: PINE STREET: 10' (FROM BACK OF CURB)
N. CLEMSON AVENUE: 10' (FROM PROPERTY LINE)
SIDE SETBACK: NONE
REAR SETBACK: HEDGEROW LANE: 10' (FROM PROPERTY LINE)

SITE AREA:	2.023	AC
IMPERVIOUS / PERVIOUS CALCULATIONS		
EXISTING IMPERVIOUS:	1.38	AC (68%)
EXISTING PERVIOUS:	0.64	AC (32%)
PROPOSED MAXIMUM IMPERVIOUS:	1.91	AC(95%)
PROPOSED MINIMUM PERVIOUS:	0.11	AC(5%)
OPEN SPACE CALCULATIONS		
SITE AREA:	2.023	AC
PROPOSED MINIMUM OPEN SPACE:	0.40	AC(20%)

PARKING COUNT:

BUILDING USES:	MIXED USE (RESIDENTIAL & COMMERCIAL)
PUBLIC PARKING PROVIDED:	31 SPACES
PRIVATE PARKING PROVIDED:	205 SPACES
TOTAL PARKING PROVIDED:	236 SPACES
BICYCLE PARKING PROVIDED:	40 SPACES (within garage)
MOPED PARKING PROVIDED:	25 SPACES (within garage)

SITE PLAN LEGEND:

- PROPERTY LINE
- PROPOSED PARKING/LOADING
- PROPOSED COURTYARD / OPENSPACE
- PROPOSED MIXED USE
- PROPOSED COVERED PATIO AREA

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DRAWING ISSUE

#	DESCRIPTION	DATE
	PD SUBMISSION	3.20.2026

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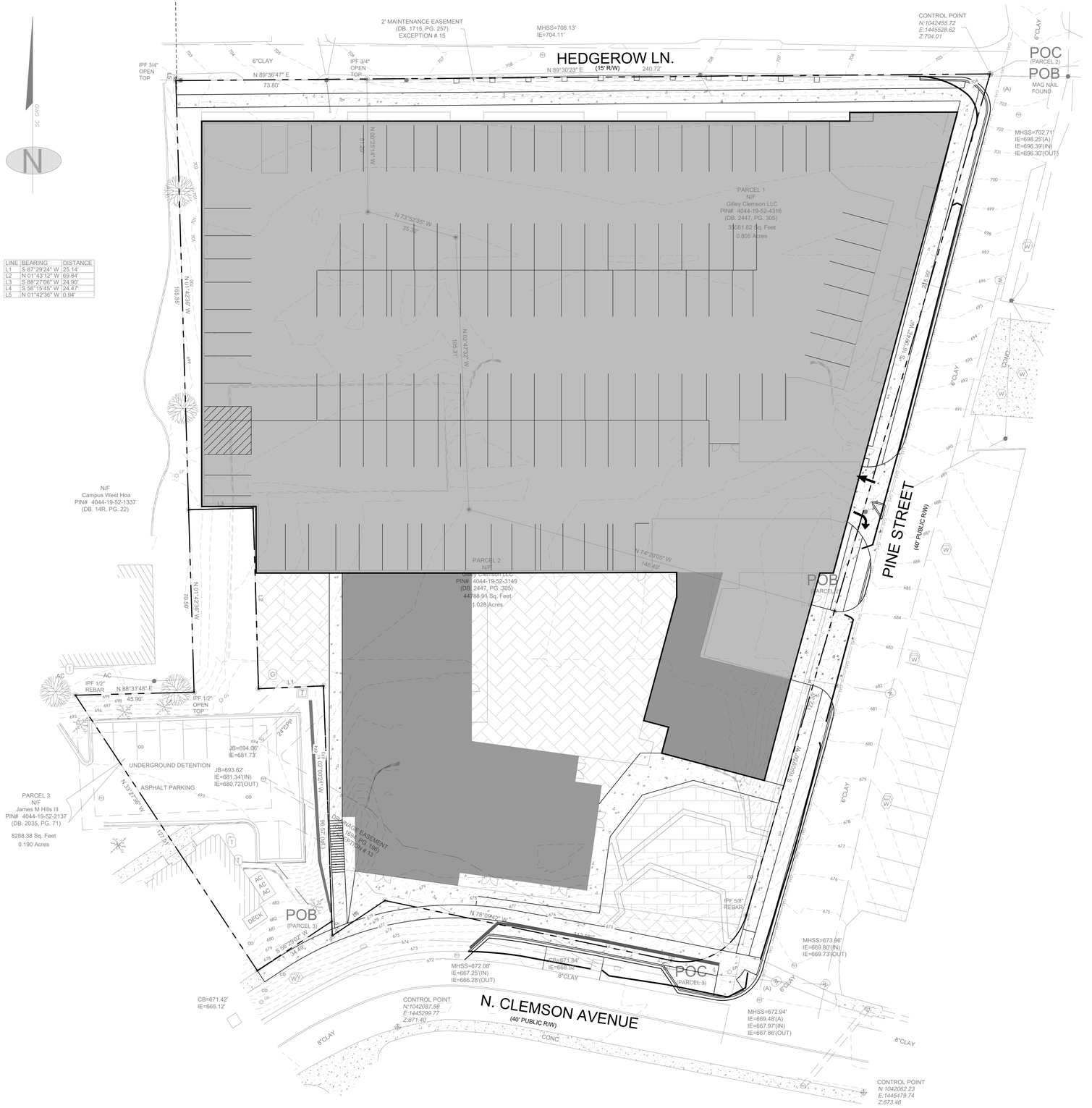
GRAPHIC SCALE:
1 INCH = 20 FEET

DRAWING TITLE
SITE PLAN

DRAWING NO.
C1.1

Job # 25.0009242



PROPERTY SUMMARY:

SITE SUMMARY:

TAX PARCEL ID: 4044-19-52-43164, 4044-19-52-3149, & 4044-19-52-2137

CURRENT ZONING: RM4(MULTI-FAMILY RESIDENTIAL)
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COMMERCIAL: 6000 SF
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OPEN SPACE CALCULATIONS		
SITE AREA:	2.023	AC
PROPOSED MINIMUM OPEN SPACE:	0.40	AC(20%)

SOIL TYPE: CECIL SAND LOAM

PARKING COUNT:

BUILDING USES:	MIXED USE (RESIDENTIAL & COMMERCIAL)
PUBLIC PARKING PROVIDED:	31 SPACES
PRIVATE PARKING PROVIDED:	205 SPACES
TOTAL PARKING PROVIDED:	236 SPACES
BICYCLE PARKING PROVIDED:	40 SPACES (within garage)
MOPED PARKING PROVIDED:	25 SPACES (within garage)

SITE PLAN LEGEND:

PROPERTY LINE

PROPOSED PARKING

PROPOSED COURTYARD / OPENSPACE

PROPOSED AMENITIES

PROPOSED COVERED PATIO AREA

CONCEPTUAL FINISHED GRADE

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DRAWING ISSUE

#	DESCRIPTION	DATE
	PD SUBMISSION	3.20.2026

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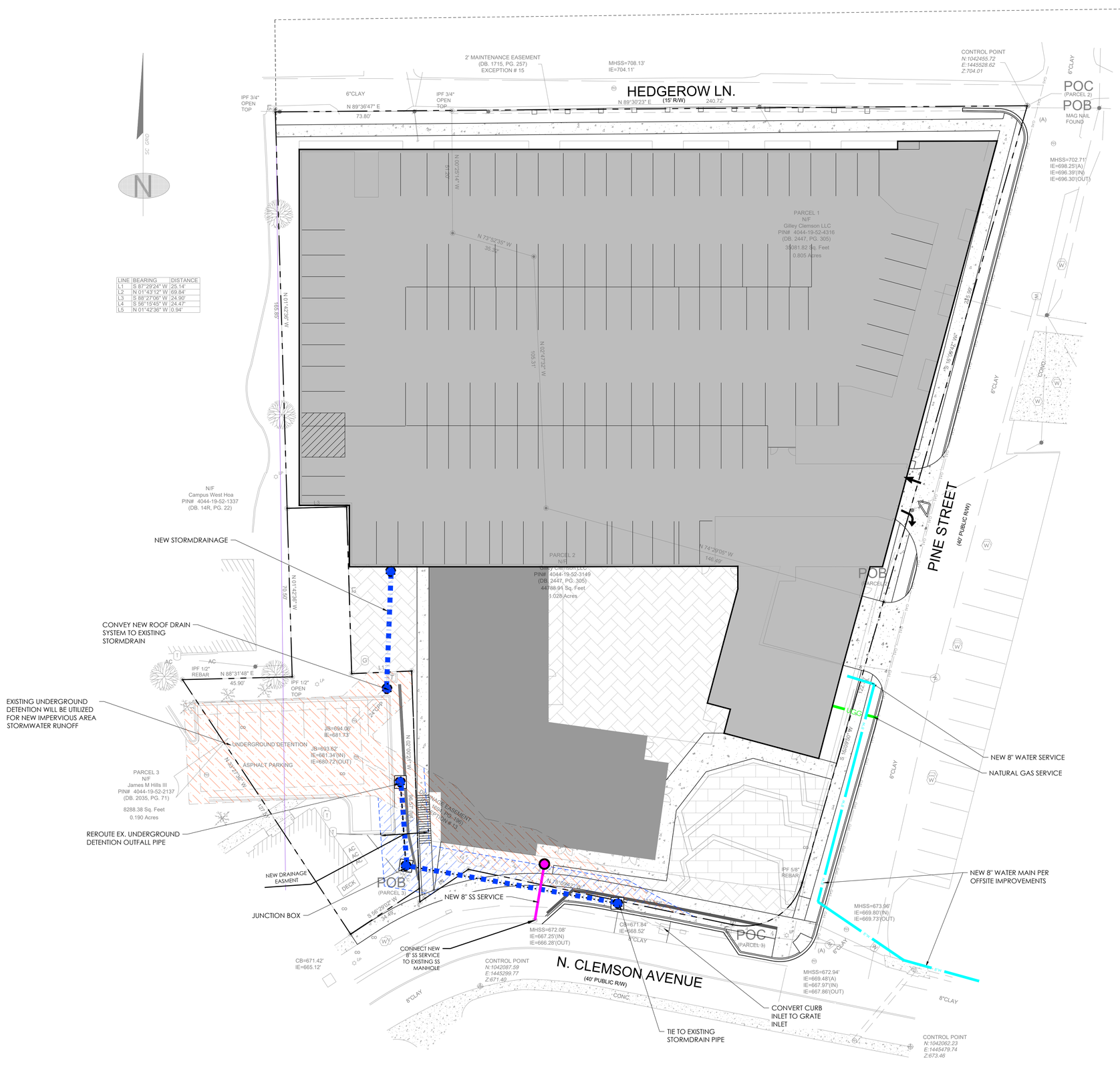
GRAPHIC SCALE:
1 INCH = 20 FEET

DRAWING TITLE
CONCEPTUAL GRADING PLAN

DRAWING NO.
GR1.1

Job # 25.0009242



PROPERTY SUMMARY:

SITE SUMMARY:

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COMMERCIAL:	6000 SF
RESIDENTIAL:	159 UNITS (555 BEDS)

SETBACKS

FRONT SETBACKS:	PINE STREET: 10' (FROM BACK OF CURB) N. CLEMSON AVENUE: 10' (FROM PROPERTY LINE)
SIDE SETBACK:	NONE
REAR SETBACK:	HEDGEROW LANE: 10' (FROM PROPERTY LINE)

SITE AREA:	2.023	AC

IMPERVIOUS / PERVIOUS CALCULATIONS

EXISTING IMPERVIOUS:	1.38	AC (68%)
EXISTING PERVIOUS:	0.64	AC (32%)
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PROPOSED MINIMUM PERVIOUS:	0.11	AC(5%)

OPEN SPACE CALCULATIONS

SITE AREA:	2.023	AC
PROPOSED MINIMUM OPEN SPACE:	0.40	AC(20%)

PARKING COUNT:

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SITE PLAN LEGEND:

- PROPERTY LINE
- PROPOSED PARKING
- PROPOSED COURTYARD / OPENSPACE
- PROPOSED MIXED USE
- PROPOSED COVERED PATIO AREA
- PROPOSED WATER UTILITY LINE
- PROPOSED NATURAL GAS LINE
- PROPOSED SANITARY SEWER UTILITY LINE
- PROPOSED STORM DRAINAGE
- PROPOSED STORM DRAIN EASEMENT
- EXISTING STORM DRAIN EASEMENT

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DRAWING ISSUE

#	DESCRIPTION	DATE
	PD SUBMISSION	3.20.2026

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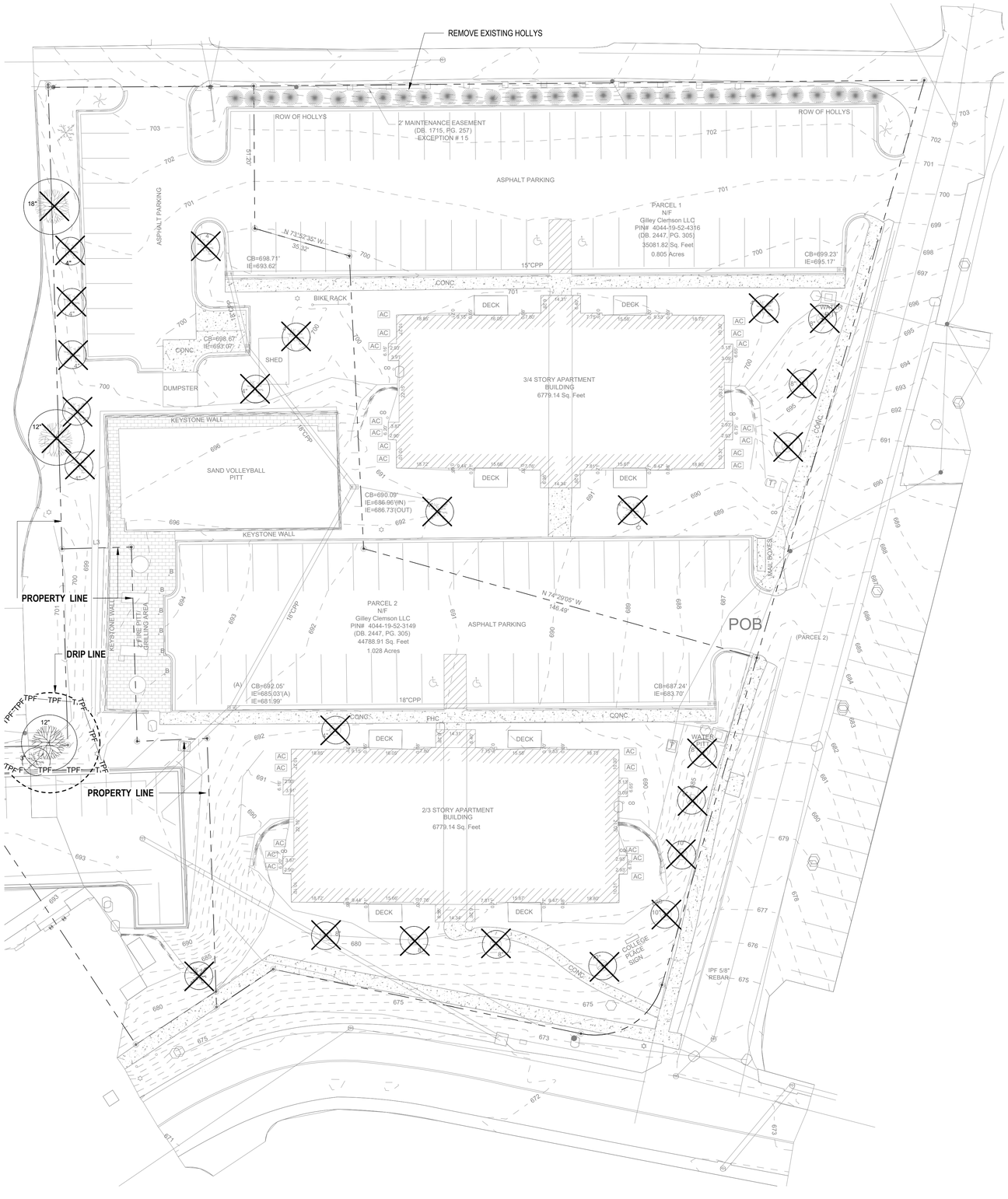
GRAPHIC SCALE:
1 INCH = 20 FEET

DRAWING TITLE
CONCEPTUAL UTILITY PLAN

DRAWING NO.
UT1.1

Job # 25.0009242



1 PD5.00 TREE DEMOLITION AND PROTECTION PLAN

1" = 20'-0"

0' 10' 20' 40'

TREE PROTECTION NOTES

SITE DEMOLITION NOTES:

1. ITEMS SHALL REMAIN UNLESS DESIGNATED FOR REMOVAL. REMOVE DESIGNATED ITEMS SHOWN ON THE PLAN TO THE FULL DEPTH OF THEIR CONSTRUCTION UNLESS OTHERWISE NOTED.
2. VERIFY THE LOCATION AND DIMENSION OF ITEMS TO BE REMOVED PRIOR TO COMMENCEMENT OF THE WORK.
3. ALL CONCRETE AND ASPHALT REMOVAL SHALL BE SAW CUT. EDGES OF MATERIAL TO REMAIN SHALL BE SHORED UP AND PROTECTED DURING CONSTRUCTION TO PRESERVE EDGE INTACT. REPAIRS TO DAMAGED EDGES TO BE DONE WITH CARE AND AT NO COST TO THE OWNER.
4. ITEMS ENCOUNTERED BELOW GRADE AND NOT SHOWN ON THE DRAWINGS SHALL BE BROUGHT TO THE ATTENTION OF THE LANDSCAPE ARCHITECT.
5. SALVAGE EXISTING MATERIALS AS INDICATED ON THE PLANS. REMOVE SALVAGED MATERIALS AS INDICATED WITH CARE AND STORE ON SITE; CLEAN ALL DEBRIS AND CONSTRUCTION MATERIAL FROM SALVAGED ITEMS; REUSE AS DIRECTED BY LANDSCAPE ARCHITECT.
6. REMOVE DEMOLISHED MATERIALS FROM SITE. DISPOSAL BY BURNING AND/OR BURYING IS PROHIBITED.
7. CONTACT THE LOCAL UNDERGROUND SERVICE UPDATE FOR UTILITY LOCATION AND IDENTIFICATION PRIOR TO DEMOLITION.
8. THE LOCATION OF EXISTING UTILITIES AS SHOWN ON THE PLANS MAY VARY IN RELATION TO ACTUAL EXISTING CONDITIONS; ADDITIONAL UTILITIES NOT SHOWN ON THE DRAWINGS MAY EXIST. VERIFY IN THE FIELD THE DATA SHOWN, AND CALL ANY DISCREPANCIES TO THE ATTENTION OF THE LANDSCAPE ARCHITECT OR SITE REPRESENTATIVE BEFORE STARTING WORK.

TREE PRESERVATION PLANTING NOTES:

1. **ALL TREES TO BE PRESERVED AS INDICATED ON THE LANDSCAPE DEMOLITION PLAN SHALL BE PROTECTED WITH TREE PROTECTION FENCING.** THE FENCE SHALL BE LOCATED PER DETAILS ON SHEET L0.501-TREE DEMOLITION AND PROTECTION DETAILS. THE FENCE SHALL BE FIRMLY ANCHORED INTO THE GROUND AND SHALL REMAIN UPRIGHT AND INTACT UNTIL ALL CONSTRUCTION ACTIVITY IS COMPLETE. CONSTRUCTION ACTIVITIES OR STORAGE SHALL NOT OCCUR WITHIN THESE PROTECTED AREAS. THE LOCATION OF THE PROTECTIVE FENCING SHALL BE APPROVED ONSITE BY THE LANDSCAPE ARCHITECT PRIOR TO THE START OF ANY SITE WORK.
2. WHEN EXCAVATION NEAR A TREE TO BE PROTECTED MUST BE CARRIED OUT, DAMAGE CAN BE LIMITED BY ROOT PRUNING. ROOT PRUNING SHALL BE COMPLETED BEFORE GRADING IS STARTED AND SHALL OCCUR BENEATH THE PROTECTIVE FENCING AS SHOWN ON THE PLAN.
3. ROOT PRUNING, WHEN REQUIRED, SHALL BE PERFORMED BY A CERTIFIED ARBORIST. THE ARBORIST SHALL STAKE THE LIMIT OF ROOT PRUNING PER PLAN AND DETAILS. LIMITS OF ROOT PRUNING SHALL BE APPROVED BY THE LANDSCAPE ARCHITECT PRIOR TO ANY ROOT PRUNING IN THE FIELD.
4. THE BEST METHOD TO AVOID SOIL COMPACTION IS TO KEEP OFF. THIS INCLUDES RESTRICTING ALL TRAFFIC BOTH VEHICULAR AND PEDESTRIAN FROM CROSSING OVER THE ROOT ZONES, AND RESTRICTING ANY MATERIAL STORAGE UNDER TREES.

LEGEND

SYM	DESCRIPTION	DETAIL
	EXISTING TREE - PROTECT IN PLACE, TYP. (ALL EXCAVATION IN PARKWAY OR SIDEWALK AREAS ADJACENT TO TREES OR SHRUBS MUST BE ACCOMPLISHED WITH HAND TOOLS ONLY.)	
	EXISTING TREE - TO BE REMOVED OR TRANSPLANTED TO NEW LOCATION TO BE DETERMINED IN FIELD BY LANDSCAPE ARCHITECT AND OWNER.	
—TPF—	TREE PROTECTION FENCE	

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CHICAGO, IL 60601
Ph 312.658.0747

CRG | INTEGRATED REAL ESTATE SOLUTIONS
35 E WACKER DRIVE
CHICAGO, IL 60601
312.658.0747

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CHAPTER CLEMSON
CRG + THE 53 GROUP
201 PINE STREET, CLEMSON, SC 29631
CONCEPT DESIGN

DRAWING ISSUE

#	DESCRIPTION	DATE
A	PD SUBMISSION	3.20.2026

DRAWING TITLE
TREE DEMOLITION AND PROTECTION PLAN

DRAWING NO.
PD5.00

Job # 25.009242

9/22/2025 1:11:19 PM

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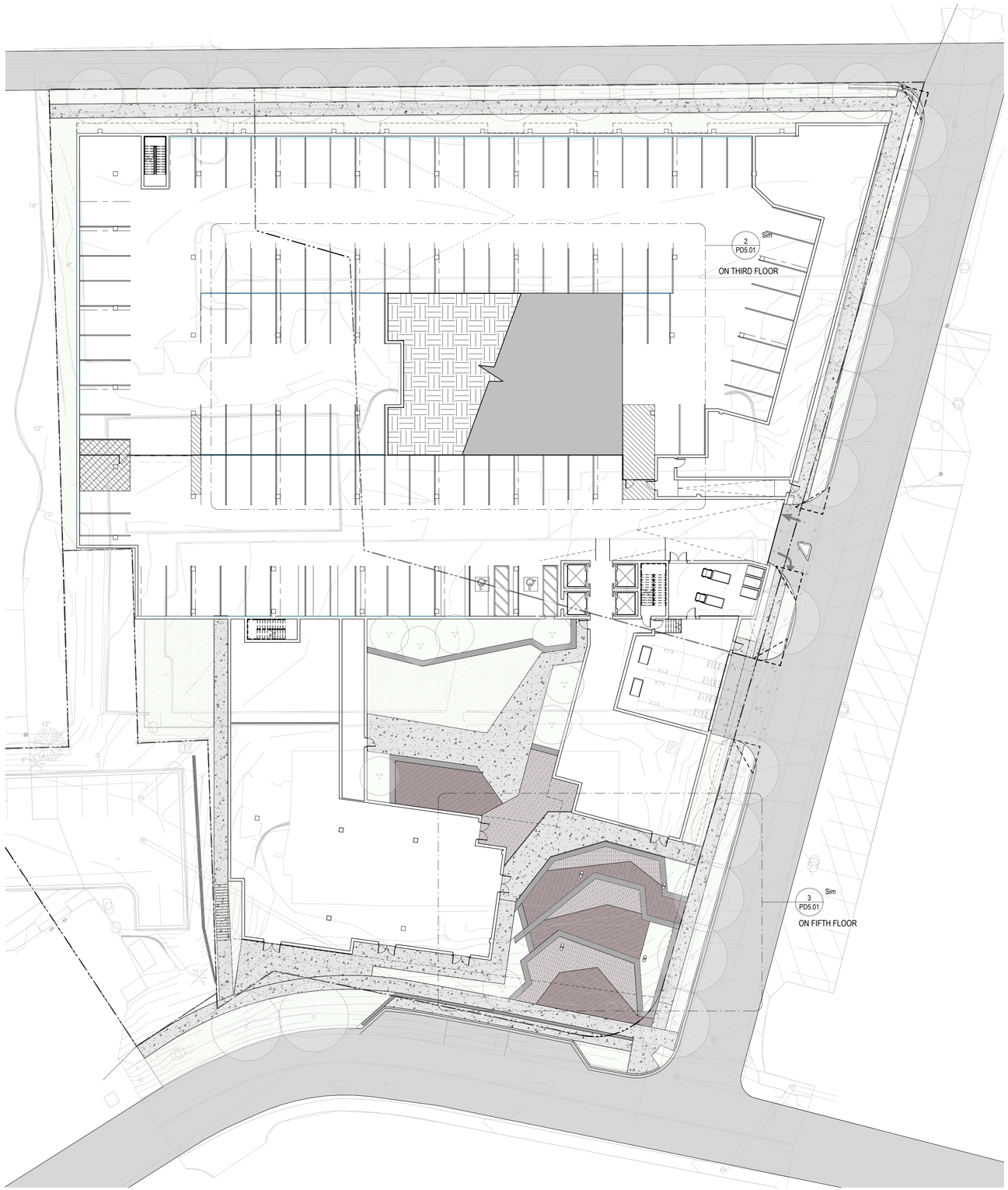
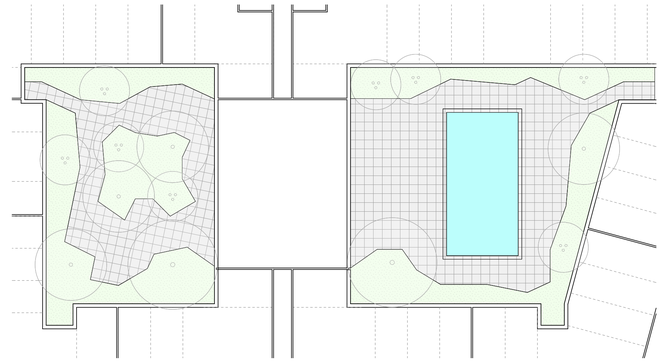
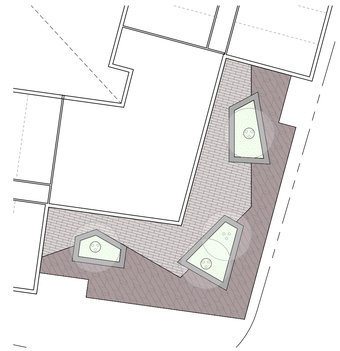


1 PD5.01 PD_SITE PLAN
1" = 20'-0"



2 PD5.01 PD_AMENITY COURTYARD SITE PLAN
1" = 20'-0"



3 PD5.01 PD_AMENITY DECK SITE PLAN
1" = 20'-0"

LEGEND

SYM	DESCRIPTION
	CONCRETE WALK
	SPECIALTY PAVING - TYPE 1
	SPECIALTY PAVING - TYPE 2
	TERRACED SEATWALL

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CONCEPT DESIGN

DRAWING ISSUE

#	DESCRIPTION	DATE
A	PD SUBMISSION	3.20.2026

DRAWING TITLE
SITE PLAN

DRAWING NO.
PD5.01

Job # 25.009242

9/22/2025 1:11:22 PM

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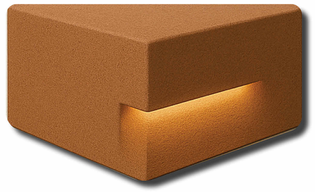
PAVERS: GEOMETRIC, WARM COLORS TO COMPLEMENT ARCHITECTURE



CONCRETE: INTEGRAL COLOR TO CREATE PATTERNS AND INTEREST



SEAT WALLS: TERRACOTTA COLOR WITH COVE LIGHTING



FURNITURE AND ACCENTS: WOOD ACCENTS AND FURNITURE TO BRING WARMTH INTO THE COURTYARD.

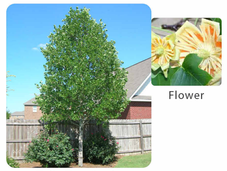


DECIDUOUS TREES


Kindred Spirit Oak
Fall Color


Kentucky Coffee Tree 'Espresso'
Fall Color


American hornbeam
Fall Color


Tulip Tree 'Little Volunteer'
Flower


Serviceberry 'Autumn Brillance'
Fall Color

DECIDUOUS SHRUBS


Aronia 'Morton'


Diervilla 'Kodiak Orange'


Itea 'Little Henry'


Kaleidoscope Abelia

EVERGREEN SHRUBS


Gro-Low Sumac


Juniper 'Kallay's Compact'

GRASSES


Bluestem 'Black Mountain'


Blue Sedge


Feather Reed Grass 'Karl Foerster'


Palm Sedge


Prairie Dropseed


Switch Grass 'Shenandoah'

PERENNIALS


Allium 'Globemaster'


Allium 'Summer Beauty'


Aster 'Grape Crush'


Beardtongue 'Midnight Masquerade'


Black Eyed Susan 'American Goldush'


Blazing Star 'Kobold'


Bluestar 'Storm Cloud'


Butterflyweed


Calamint 'Montrose White'


Catmint 'Walkers Low'


Coneflower 'PowWow White'


Geranium 'Bevan's Variety'


Hyssop 'Blue Fortune'


Ironweed 'Iron Butterfly'


Purple Praire Clover


Salvia 'Crystal Blue'


Salvia 'Wesuwe'


Yarrow 'Moonshine'


Pink Flamingo Muhly Grass

Northwind Switchgrass

Social Sedge

Tufted Hair Grass

Queen Mum Lily of the Nile

Carolina Moonlight Baptisia

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CONCEPT DESIGN

DRAWING ISSUE

#	DESCRIPTION	DATE
A	PD SUBMISSION	3.20.2026

DRAWING TITLE
SITE MATERIALS

DRAWING NO.
PD5.02

Job # 25.009242

9/22/2025 1:11:26 PM

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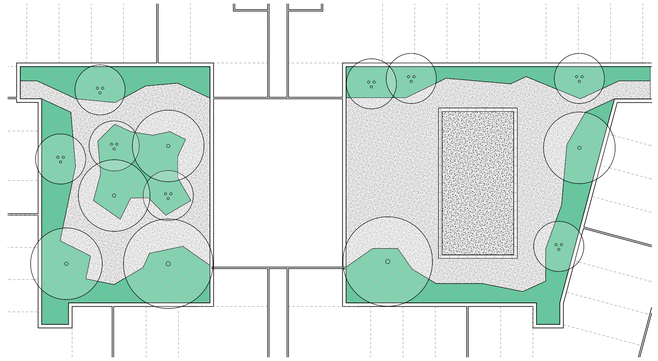
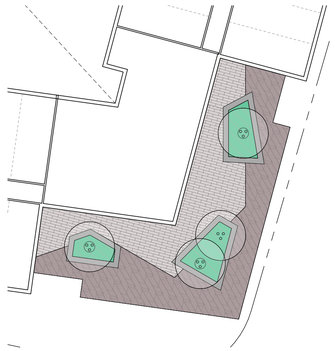
1 PD5.03 1" = 20'-0"
PD_PLANTING PLAN

0' 10' 20' 40'



2 PD5.03 1" = 20'-0"
PD_AMENITY COURTYARD PLANTING PLAN



3 PD5.03 1" = 20'-0"
PD_AMENITY DECK PLANTING PLAN

LEGEND

SYM	DESCRIPTION
	CANOPY TREES
	UNDERSTORY TREES
	EVERGREEN TREES
	LAWN
	MIXED PLANTING AT GRADE
	MIXED PLANTING ON STRUCTURE

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CONCEPT DESIGN

DRAWING ISSUE

#	DESCRIPTION	DATE
A	PD SUBMISSION	3.20.2026

DRAWING TITLE
PLANTING PLAN

DRAWING NO.
PD5.03

Job # 25.009242

9/22/2025 1:11:28 PM

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N. CLEMSON IMPROVEMENTS
CHAPTER AT CLEMSON

PICKENS COUNTY, SC

PREPARED FOR:

CRG + THE 53 GROUP

PREPARED BY:

THOMAS & HUTTON

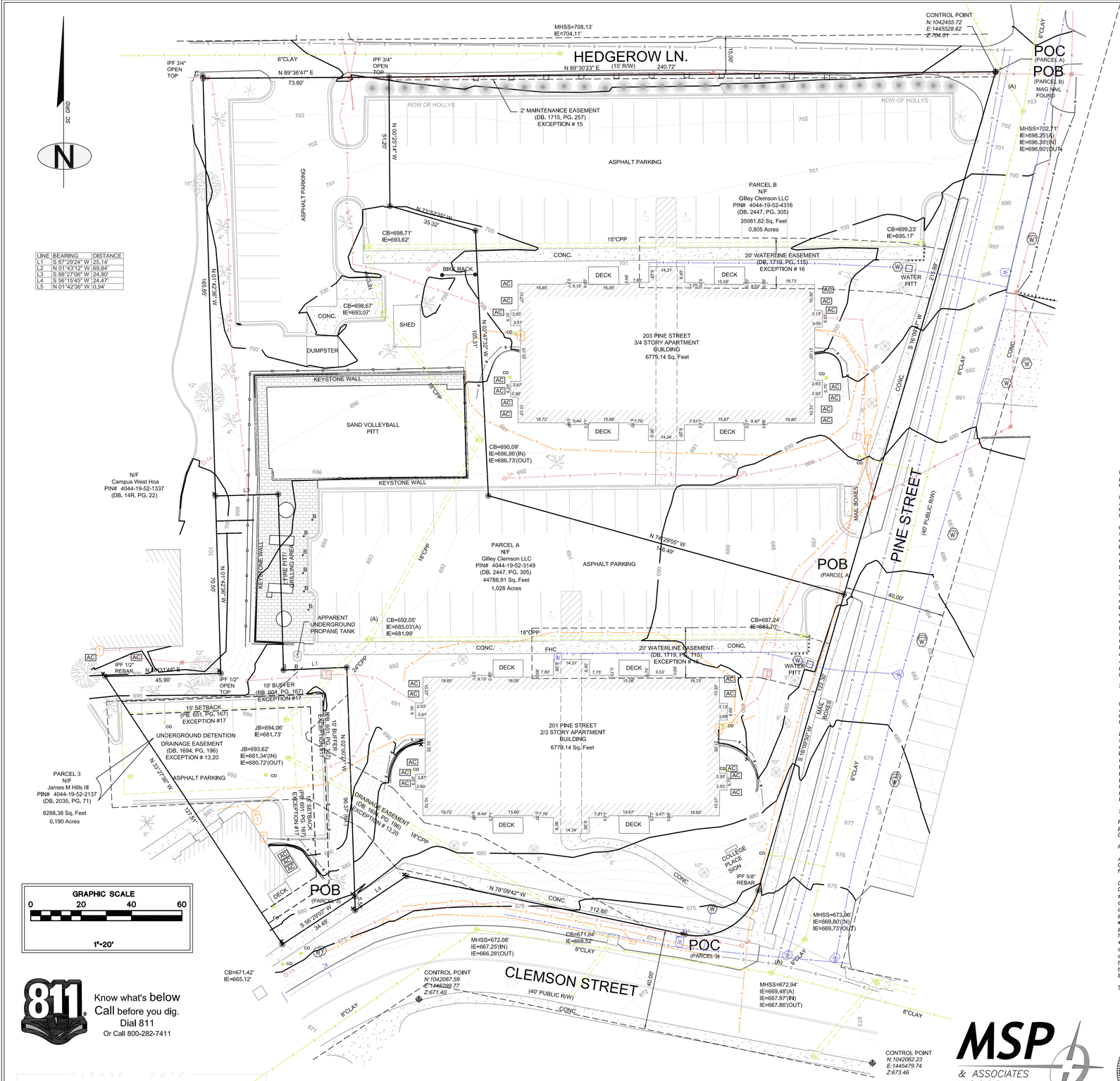
220 North Main Steet • Suite 402
Greenville, SC 29601 • 864.412.2222

www.thomasandhutton.com

80 0 40 80

GRAPHIC SCALE:
1 INCH = 80 FEET

JOB NO:	J-33014.0000
DRAWN:	WC
REVIEWED:	AF
DATE:	3/30/26
SCALE:	1" = 80'
SHEET:	1 OF 1



LINE	BEARING	DISTANCE
L1	S 87°29'24" W	25.14'
L2	N 01°43'12" W	69.84'
L3	S 88°27'06" W	24.90'
L4	S 56°15'45" W	24.47'
L5	N 01°42'36" W	0.94'

811 Know what's below Call before you dig. Dial 811 Or Call 800-282-7411

PLEASE NOTE

INFORMATION REGARDING THE PRESENCE, SIZE AND LOCATION OF UNDERGROUND UTILITIES IS SHOWN HEREON. THIS INFORMATION HAS BEEN SHOWN BASED ON THE LOCATION OF ABOVE GROUND APPURTENANCES, AVAILABLE DESIGN PLANS, AND FLAGS AND PAINT PLACED BY THE UNDERGROUND PROTECTION SERVICE. NO CERTIFICATION IS MADE AS TO THE ACCURACY OR THOROUGHNESS OF THE INFORMATION CONCERNING UNDERGROUND UTILITIES AND STRUCTURES SHOWN HEREON.

TITLE EXCEPTIONS

Schedule B-Section II Title Exceptions
First American Title Insurance Company
Commitment #NCS-1254822-STLO; Effective Date: March 14, 2025

13. Stormwater Detention and Drainage Easement and Maintenance Agreement by and between Pineherst, LLC, a South Carolina limited liability company and Pineherst Townhomes, LLC, a South Carolina limited liability company, recorded in Book 1694, Page 196, Pickens County Registry. (AFFECTS SITE AS PLOTTED)

14. Easement to Energy Carolinas, LLC recorded in Book 1698, Page 161, Pickens County Registry. (BLANKET EASEMENT: AFFECTS SITE)

15. Construction and Maintenance Easement to The City of Clemson recorded in Book 1715, Page 257, Pickens County Registry. (AFFECTS SITE AS PLOTTED)

16. Right(s) of way to JACABB Utilities, LLC, a public utility company of the State of South Carolina recorded in Book 1719, Page 115, Pickens County Registry. (AFFECTS SITE; AS PLOTTED)

17. Easements and any other facts as shown on plat recorded in Plat Book 595, Page 110, Pickens County Registry. (PROPERTY LINES AS SHOWN)

18. Easements and any other facts as shown on plat recorded in Plat Book 601, Page 187, Pickens County Registry. (PROPERTY LINES AS SHOWN)

19. Easements and any other facts as shown on plat recorded in Plat Book 12V, Page 904, Pickens County Registry. (PROPERTY LINES AS SHOWN)

20. Notice Relating to Stormwater Detention and Drainage Easement and Maintenance Agreement by and among Gilley Clemson, LLC, an Indiana limited liability company, Gilley 1 Clemson, LLC, an Indiana limited liability company and PKG Clemson, LLC, an Indiana limited liability company, recorded as Instrument No. 202215424 in Book 2447, Page 315, Pickens County Registry. (AFFECTS SITE)

21. Memorandum of Tenants in Common Agreement by and among Gilley Clemson, LLC, an Indiana limited liability company, Gilley 1 Clemson, LLC, an Indiana limited liability company and PKG Clemson, LLC, an Indiana limited liability company, recorded as Instrument No. 202215427 in Book 2447, Page 331, Pickens County Registry. (AFFECTS SITE)

Schedule B-Section II Title Exceptions
First American Title Insurance Company
Commitment #NCS-1258851-STLO; Effective Date: April 26, 2025

13. Terms, provisions, covenants, conditions, easements and restrictions as provided in Declarations of Covenants, Conditions and Restrictions for Pineherst Townhomes, recorded in Book 1694, Page 212, Pickens County Registry. (AFFECTS SITE)

14. Easement to Duke Power Company recorded in Book 14-Q, Page 419, Pickens County Registry. (BLANKET EASEMENT; AFFECTS SITE)

15. Easements and any other facts as shown on plat recorded in Plat Book 601, Page 316, Pickens County Registry. (PROPERTY LINES AS PLOTTED)

16. Easements and any other facts as shown on plat recorded in Plat Book 601, Page 166, Pickens County Registry. (PROPERTY LINES AS PLOTTED)

17. Easements and any other facts as shown on plat recorded in Plat Book 601, Page 167, Pickens County Registry. (AFFECTS SITE AS PLOTTED)

18. Easements and any other facts as shown on plat recorded in Plat Book 54, Page 690, Pickens County Registry. (DOES NOT AFFECT SITE)

19. Easements and any other facts as shown on plat recorded in Plat Book WW, Page 1, Pickens County Registry. (PLAT NOT LEGIBLE)

20. Easement to Pineherst Townhomes, LLC recorded in Book 1694, Page 196, Pickens County Registry. (AFFECTS SITE AS PLOTTED)

LEGAL DESCRIPTION

Parcel A & B shown hereon are as-surveyed legals; Being the same property as described in First American Title Insurance Company Commitment #NCS-1254822-STLO; Effective Date: March 14, 2025

Parcel A
All that tract or parcel of land lying and being in Clemson, Pickens County South Carolina and being more particularly described as follows;

Commencing from a mag nail found at the intersection of the the southern right-of-way of Hedgerow Ln and the western right-of-way of Pine St.; thence with said right-of-way with Pine St. S 16°09'47" W a distance of 215.99' to a point, said point being The True Point of Beginning; thence continuing with said right-of-way S 16°09'50" W a distance of 122.30' to a 5/8" rebar found; thence with a curve turning to the right with an arc length of 37.37', with a radius of 25.00', with a chord bearing of S 58°55'22" W, with a chord length of 33.99' to a point along the northern right-of-way of Clemson St.; thence with said right-of-way the following calls: N 78°09'42" W a distance of 112.85' to a point; thence S 56°15'45" W a distance of 24.47' to a point; thence leaving said right-of-way N 02°00'21" W a distance of 96.57' to a point; thence S 87°29'24" W a distance of 25.14' to a point; thence N 01°43'12" W a distance of 69.84' to a point; thence S 88°27'06" W a distance of 24.90' to a point; thence N 01°42'36" W a distance of 165.85' to a point along the southern right-of-way of Hedgerow Ln.; thence with said right-of-way N 89°36'47" E a distance of 73.80' to a 3/4" open top found; thence leaving said right-of-way S 00°25'14" E a distance of 51.20' to a point; thence S 73°52'35" E a distance of 35.32' to a point; thence S 02°47'32" E a distance of 105.31' to a point; thence S 74°29'05" E a distance of 146.49' to a point, said point being The True Point of Beginning.

Said Parcel having an area of 44788.91 square feet, 1.028 acres

Parcel B
All that tract or parcel of land lying and being in Clemson, Pickens County South Carolina and being more particularly described as follows;

Beginning at a mag nail found at the intersection of the the southern right-of-way of Hedgerow Ln and the western right-of-way of Pine St.; thence with said right-of-way with Pine St. S 16°09'47" W a distance of 215.99' to a point; thence leaving said right-of-way N 74°29'05" W a distance of 146.49' to a point; thence N 02°47'32" W a distance of 105.31' to a point; thence N 73°52'35" W a distance of 35.32' to a point; thence N 00°25'14" W a distance of 51.20' to a a 3/2" open top found along the southern right-of-way of Hedgerow Ln.; thence with said right-of-way N 89°30'23" E a distance of 240.72' to a mag nail found, said nail being The Point of Beginning.

Said Parcel having an area of 35081.82 square feet, 0.805 acres

Parcel 3 shown hereon is as-surveyed legals; Being the same property as described in First American Title Insurance Company Commitment #NCS-1258851-STLO; Effective Date: April 26, 2025

Parcel 3

All that tract or parcel of land lying and being in Clemson, Pickens County South Carolina and being more particularly described as follows;

Commencing from the intersection of the northern right-of-way of Clemson St. and the western right-of-way of Pine St.; thence with said right-of-way of Clemson St. the following calls: N 78°09'42" W a distance of 112.85' to a point; thence S 56°15'45" W a distance of 24.47' to a point; thence N 02°00'21" W a distance of 5.58' to a point, said point being The True Point of Beginning; thence continuing with said right-of-way S 56°29'02" W a distance of 34.49' to a point; thence leaving said right-of-way N 33°27'36" W a distance of 127.51' to a 1/2" rebar found; thence N 88°31'48" E a distance of 45.90' to a 1/2" open top found; thence N 01°42'36" W a distance of 70.50' to a point; thence N 88°27'06" E a distance of 24.90' to a point; thence S 01°43'12" E a distance of 69.84' to a point; thence N 87°29'24" E a distance of 25.14' to a point; thence S 02°00'21" E a distance of 90.99' to a point, said point being The True Point of Beginning.

Said Parcel having an area of 8288.38 square feet, 0.190 acres

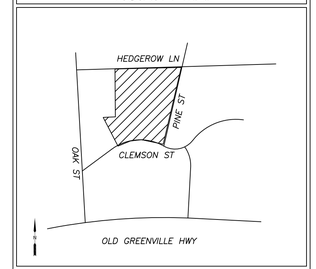
MSP & ASSOCIATES
LAND SURVEYING, INC.
301 E HILLCREST DR.
GREENVILLE SC, 29609
864-370-2232
WWW.MSPSURVEYING.COM

SOUTH CAROLINA LSE MSP & ASSOC. No. COC0505 CERTIFICATE OF AUTHORIZATION

SOUTH CAROLINA REGISTERED LAND SURVEYOR 19295 MICHAEL S. PERDUE

MICHAEL S. PERDUE, PLS #18266

VICINITY MAP



GENERAL NOTES

The property lies within Zone X Flood area per Flood Insurance Rate Map 45077C0386D, dated 4/16/08. This determination was made by graphically determining the position of said site on said FIRM Map.

Contact proper Authorities Before building near utility lines, for easement width and restrictions. Underground Utilities are approximate and should be verified prior to any construction. Locations of Utilities shown hereon were determine through above ground apertures.

This survey has been prepared for the exclusive use of the person or entities named hereon. No express or implies warranties with respect to the information shown hereon is to be extended to any persons or entities other than those shown hereon.

Vertical Datum based on GPS Observation using CORs Stations "PARI OBS NC 2008 CORS", "FRANKLIN CORS", and "SW COMMUNITY COLL CORS" (Vertical Datum NAVD 88)

Property Zoned RM- 4 ; Multi Family Residential
Setbacks
FRONT 15'
SIDE 15'
REAER 25'

Setbacks to be verified by site engineer before any re-development.

"I hereby state that to the best of my knowledge, information, and belief, the survey shown hereon was made in accordance with the requirements of the Minimum Standards Manual for the Practice of Land Surveying in South Carolina, and meets or exceeds the requirements for a Class A survey as specified therein."

The property shown hereon PIN# 4044-19-52-2137, 4044-19-52-3149 & 4044-19-52-4316

SURVEY REFERENCES

(DB. 2447, PG. 305)
(DB. 2035, PG. 71)

LEGEND

CO	CLEAN OUT	——→——	GUY WIRE
DB	DEED BOOK	——G——	GAS LINE
PG	PAGE	——W——	WATER LINE
TBM	TEMPORARY BENCH MARK	——OHP——	POWER LINE
C/L	CENTERLINE	——E——	UNDERGROUND POWER LINE
R/W	RIGHT OF WAY	——T——	PHONE LINE
POB	POINT OF BEGINNING		POWER POLE
SS	SANITARY SEWER	(S)	SANITARY SEWER MANHOLE
OHP	OVERHEAD POWER		STORM SEWER MANHOLE
IPF	IRON PIN FOUND		CATCH BASIN
CB	CATCH BASIN		TRANSFORMER
IE	INVERT ELEVATION	AC	AIR CONDITIONER
MH	MANHOLE		BIRCH TREE
G	GAS METER		OAK TREE
W	WATER VALVE		MAPLE TREE
W	WATER METER		CREPE MYRTLE
T	TELEPHONE PEDESTAL		
LP	LIGHT POLE		
RCP	REINFORCED CONCRETE PIPE		
	DOGWOOD TREE		

SURVEYORS CERTIFICATION

" To: First American Title Insurance Company and CRG Acquisition, LLC, a Missouri limited liability company

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2021 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes items 1-4,6a,b, 7a,b, 8, 9, 10, 11, 13, 14, 16, 17, 19, 20 and 21 of Table A thereof . The field work was completed on 4/18/25.

Michael S Perdue PLS #18266 *Date*

ALTA/NSPS LAND TITLE SURVEY
FOR

CRG Acquisition, LLC

CITY: CLEMSON COUNTY: PICKENS STATE: SOUTH CAROLINA

DATE OF SURVEY: 4/18/25 SCALE: 1:20

FIELD WORK: MSP DRAWN BY: MSP REVIEWED BY: MSP

MSP FILE: CLEMSONAPT MSP JOB# : 252020

CITY OF CLEMSON
AGENDA ITEM REQUEST FORM

Requested By:
Nathan Hinkle, City Engineer

Date Submitted: 5/21/26

Council Meeting Date: June 1, 2026

Type of Request: (Choose Only One)
Policy/Action

Agenda Item Summary: (brief for public information and posted agenda)
Consider a Resolution accepting the dedication of roads and sidewalks in Phases 10, 11, and Thurmond Lane Patrick Square and associated rights of way and easements

Agenda Item Detail: (expand as necessary for clarification)
The resolution and associated Plat drawings have been included and referenced.

CITY OF CLEMSON, SOUTH CAROLINA

RESOLUTION R-2026-07

CONFIRMING, RATIFYING, AND APPROVING ACCEPTANCE OF THE DEDICATION OF ROADS AND SIDEWALKS IN PHASES 10, 11 REV, and THURMOND LANE OF PATRICK SQUARE AND ASSOCIATED RIGHTS OF WAY AND EASEMENTS; AND PROVIDING FOR RELATED MATTERS.

WHEREAS, Patrick Square is located in the City limits and was created according to a Planned Development (PD) ordinance approved by the City Council, as the governing body, of the City;

WHEREAS, in the Patrick Square PD ordinance, the roads and sidewalks in Phases 10, 11 REV and Thurmond Lane were designated to be dedicated to the City once these phases of development were completed, and these phases appear now to be completed;

WHEREAS, the Patrick Square Phases 10, 11 REV and Thurmond Lane roads and sidewalks are owned by Patrick Square, LLC, which wishes to comply with the provisions and intentions of the PD ordinance by dedicating them to the City;

WHEREAS, (a) the plat for Phase 10 is on file with the Pickens County Register in Plat Book 609 at Page 225, (b) the plat for Phase 11 REV is on file in Plat Book 616 at Page 51, (c) the plat, Thurmond Lane is on file in Plat Book 624 at Page 218;

WHEREAS, South Carolina Code Annotated section 5-7-40 authorizes municipalities to own and possess real estate;

WHEREAS, South Carolina Code Annotated section 5-7-30 authorizes municipalities to exercise powers in relation to roads and streets, as appears necessary and proper;

WHEREAS, the City Code requires that for the City to accept dedication of privately funded and constructed streets and sidewalks, those structures are to be built to applicable City standards (*see, e.g.*, Clemson City Code section 15-27.2, section 15-30.1, and section 15-30.6(a));

WHEREAS, the City Engineer has inspected the streets and sidewalks constructed and verified that they have been built and/or upgraded to be in compliance with applicable City standards; and

WHEREAS, Clemson City Code section 15-30.1(c) provides that "streets, utilities and easements, or other structures or development features" proposed to be dedicated to the City for ownership and/or maintenance, shall be accepted only upon majority vote by City Council duly meeting in public session;

NOW THEREFORE, it is hereby resolved by the City Council of the City of Clemson, South Carolina, duly assembled and with a quorum present, by majority vote, that:

1. The City hereby confirms, and ratifies the prior acceptance of, and approves the acceptance of the dedication of the streets and sidewalks of Phases 10, 11 REV and Thurmond Lane of Patrick Square, along with associated curbing and drainage structures, existing City utility easements, and the existing rights of way referenced on the plats attached, collectively, as Exhibit B;

2. By confirming and ratifying the prior acceptance of, and approving the acceptance of the streets and sidewalks of Phases 10, 11 REV and Thurmond Lane of Patrick Square, the City has sole discretion to make whatever future changes and/or improvements it deems appropriate, including, but not limited to, altering direction of traffic, prohibiting on-street parking, and/or determining appropriate signage, as well as changes to size and/or construction and construction materials that may be deemed appropriate; and

3. Acceptance of Phases 10, 11 REV and Thurmond Lane are final upon filing of appropriate documentation of the conveyance with the Pickens County Register of Deeds, at which time the Phases 10, 11 REV and Thurmond Lane streets shall be placed in the City street inventory.

[ONE SIGNATURE PAGE AND TWO EXHIBITS FOLLOW]
[REMAINDER OF PAGE SUBSTANTIVELY BLANK]

Adopted: June 1, 2026.

CITY OF CLEMSON, SOUTH CAROLINA

G. Robert Halfacre, Mayor

[SEAL]
ATTEST:

Jeremiah Jackson, Municipal Clerk

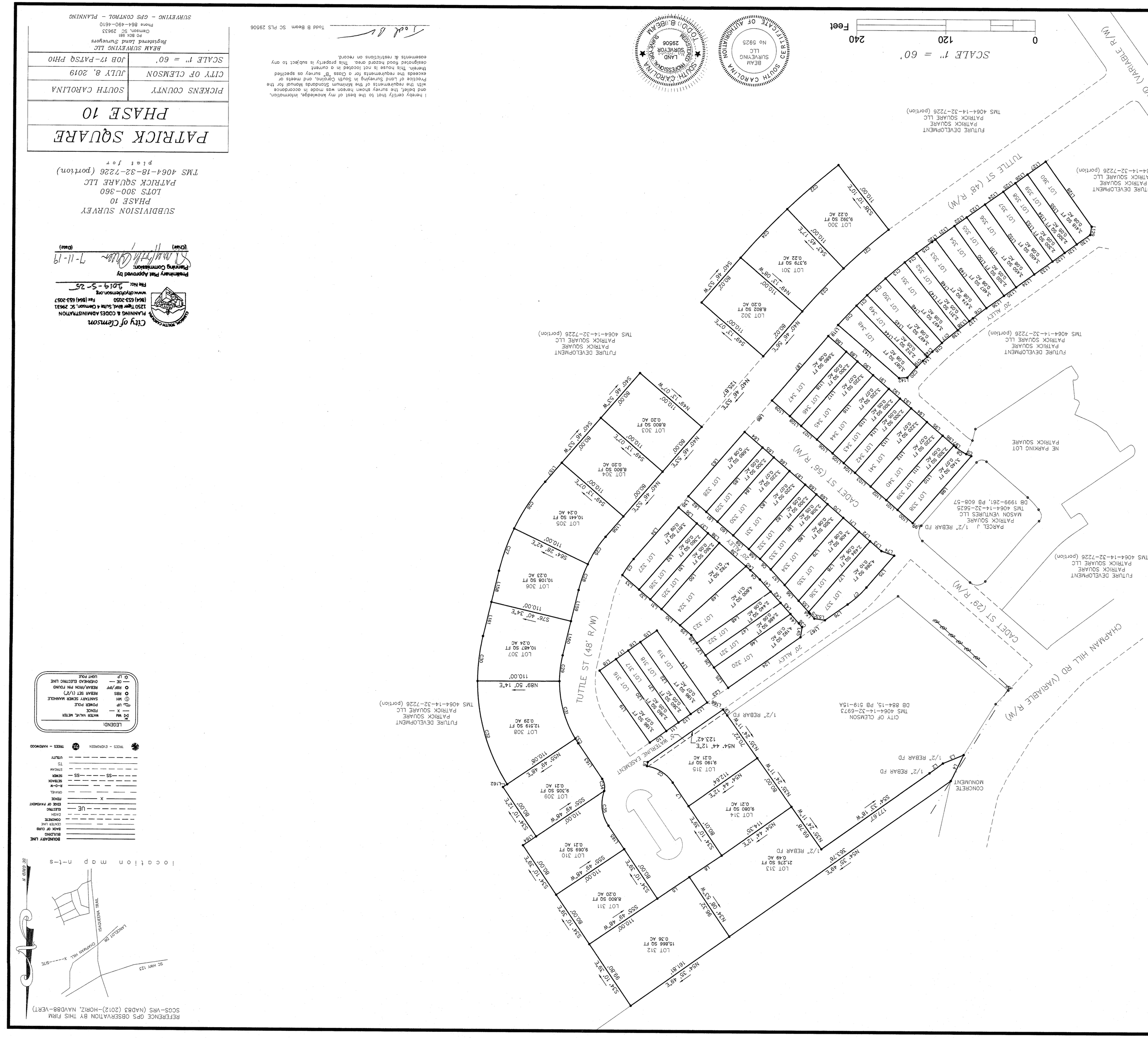
EXHIBIT A

Inst # 20191028 DocType:PLAT/LARGE Page 1 of 1 BKP:609 PG:225 07/24/2019 at 02:53:19 PM, Fee:$10.00 PAUL MCGUFFIN REGISTER OF DEEDS PICKENS COUNTY, SC

NOTES:
Sanitary sewer right of way is 30' (15' each side of center)
Storm drainage right of way is 20' (10' each side of center)
For Building restrictions and setbacks, see "Declaration of Protective Covenants" recorded in Deed Book 1222 Page 222
All Common lot corners are marked with 1/2" rebar unless otherwise noted

SCALE 1" = 60'

0 120 240 Feet


THOMAS GREEN BLVD (VARIABLE R/W)
TUTTLE ST (48' R/W)
CADET ST (66' R/W)
CHAPMAN HILL RD (VARIABLE R/W)
CADET ST (29' R/W)
TUTTLE ST (48' R/W)
FUTURE DEVELOPMENT
PATRICK SQUARE
PATRICK SQUARE LLC
TMS 4064-14-32-7226 (portion)
NE PARKING LOT
PATRICK SQUARE
PARCEL J 1/2" REBAR FD
PATRICK SQUARE LLC
MASON VENTURES LLC
TMS 4064-14-32-2629
DB 1999-261, PB 608-57
CONCRETE MOUNUMENT
1/2" REBAR FD
CITY OF CLEMSON
TMS 4064-14-32-6973
DB 884-15, PB 519-15A
20' ALLEY
20' WATERLINE EASEMENT
LOT 301 9,379 SQ FT 0.22 AC
LOT 302 8,802 SQ FT 0.20 AC
LOT 303 8,600 SQ FT 0.20 AC
LOT 304 8,600 SQ FT 0.20 AC
LOT 305 10,454 SQ FT 0.24 AC
LOT 306 10,106 SQ FT 0.23 AC
LOT 307 10,467 SQ FT 0.24 AC
LOT 308 12,919 SQ FT 0.29 AC
LOT 309 9,705 SQ FT 0.21 AC
LOT 310 9,069 SQ FT 0.21 AC
LOT 311 8,800 SQ FT 0.20 AC
LOT 312 15,666 SQ FT 0.36 AC
LOT 313 21,276 SQ FT 0.49 AC
LOT 314 9,080 SQ FT 0.21 AC
LOT 315 9,190 SQ FT 0.21 AC
LOT 316
LOT 317
LOT 318
LOT 319
LOT 320
LOT 321
LOT 322
LOT 323
LOT 324
LOT 325
LOT 326
LOT 327
LOT 328
LOT 329
LOT 330
LOT 331
LOT 332
LOT 333
LOT 334
LOT 335
LOT

Inst # 20221139 DocType:PlAT Page 1 of 1 BKP:616 PG:51 08/16/2022 at 04:28:39 PM, Fee:$25.00 PAUL MCGUFFIN REGISTER OF DEEDS PICKENS COUNTY, SC

PATRICK SQUARE
PHASE 11 REV

PICKENS COUNTY	SOUTH CAROLINA
CITY OF CLEMSON	AUGUST 4, 2022
SCALE 1" = 30'	JOB 17-PATSQ PH11 REV

BEAM SURVEYING LLC
Registered Land Surveyors
PO BOX 981
Clemson, SC 29633
Phone 864-490-4610
SURVEYING - GPS CONTROL - PLANNING

Todd B Beam SC PLS 29506

I hereby certify that to the best of my knowledge, information, and belief, the survey shown hereon was made in accordance with the requirements of the Minimum Standards Manual for the Practice of Land Surveying in South Carolina, and meets or exceeds the requirements for a Class "B" survey as specified therein. This house is not located in a current designated flood hazard area. This property is subject to any easements & restrictions on record

SOUTH CAROLINA LAND SURVEYOR 29506 REGISTERED TODD B. BEAM

BEAM SURVEYING LLC No. 6925 CERTIFICATE OF AUTHORIZATION SOUTH CAROLINA

0 60 120 Feet

SCALE 1" = 30'

NOTES
Contlry sewer right of way is 30' (15' each side of center)
Storm drainage right of way is 20' (10' each side of center)
For Building restrictions and setbacks, see "Declaration of Protective Covenants" recorded in Deed Book 1222 Page 222
All Common lot corners are marked with 1/2" rebar unless otherwise noted

PLAT NOTE
LOTS 361-364 & 366-372 DID NOT CHANGE
LOTS 365 & 373 WERE REVISED
LOTS 374-381 ARE NEW LOTS
REFERENCE PLAT BY THIS FIRM RECORDED IN PLAT BOOK 614 PAGE 307

SUBDIVISION SURVEY
PHASE 11 REV
LOTS 361-364, 365 REV
366-372, 373 REV, & 374-384
PATRICK SQUARE LLC
TMS 4064-18-42-0440 (portion)
Plat for

CITY OF CLEMSON
PLANNING & CODES ADMINISTRATION
1250 Tiger Blvd, Suite 4 Clemson, SC 29631
(864) 653-2060 Fax (864) 653-2057
www.cityofclemson.org
Reference Plat for Recording
File No: PUD-00007-2022
Lot Line Adjustment
Other Comments
Plat Is Substantially In Conformance With Approved Preliminary Plat
Plat Is Substantially Out of Conformance With Approved Preliminary Plat
Plat Is Not Applicable For Review
This Subdivision Is Exempt From Review
(Authorized Signature) (Date)

LEGEND
WM WATER VALVE, METER
FENCE
POWER POLE
SANITARY SEWER MANHOLE
REBAR/IRON PIN FOUND
REBAR SET (1/2")
OVERHEAD ELECTRIC LINE
LIGHT POLE

BOUNDARY LINE
BACK OF CURB
CONCRETE
CENTER LINE
ELECTRIC
DASH
EDGE OF PAVEMENT
FENCE
DRAIN
R-O-W
SETBACK
SEWER
STREAM
UTILITY
TREES - HARDWOOD
TREES - EVERGREEN

location map n-ts

REFERENCE GPS OBSERVATION BY THIS FIRM
SCCS-VRS (NAD83 (2012)-HORIZ, NAVD88-VERT)

Line #	Length	Direction
L1	36 00	N54° 19' 42"E
L2	30 00	N54° 19' 42"E
L3	30 00	N54° 19' 42"E
L4	18 00	N54° 19' 42"E
L5	36 45	N54° 19' 42"E
L6	77 32	S35° 28' 10"E
L7	28 72	S54° 19' 56"W
L8	85 35	N35° 40' 18"W
L9	85 35	N35° 40' 18"W
L10	18 00	S54° 19' 56"W
L11	30 00	S54° 19' 56"W
L12	85 36	S35° 40' 18"E
L13	30 00	S54° 19' 56"W
L14	85 36	S35° 40' 18"E
L15	36 00	S54° 19' 56"W
L16	85 36	S35° 40' 18"E
L17	16 87	N54° 19' 56"E
L18	20 00	S35° 40' 04"E
L19	20 00	N54° 19' 42"E
L20	114 56	N54° 19' 42"E
L21	24 97	N35° 29' 02"W
L22	20 00	N35° 29' 02"W
L23	20 00	N35° 29' 02"W
L24	26 00	N35° 29' 02"W
L25	26 00	N35° 29' 02"W
L26	20 00	N35° 29' 02"W
L27	20 00	N35° 29' 02"W
L28	30 87	N35° 29' 02"W
L29	30 90	N35° 29' 02"W
L30	20 00	N35° 29' 02"W
L31	19 97	N35° 29' 02"W
L32	26 66	N35° 29' 02"W
L33	114 33	S53° 36' 35"W
L34	20 02	N53° 36' 35"E
L35	34 85	S35° 28' 09"E
L36	19 97	S35° 28' 10"E
L37	20 00	S35° 28' 10"E
L38	30 90	S35° 28' 10"E
L39	30 87	S35° 28' 10"E
L40	20 00	S35° 28' 10"E
L41	20 00	S35° 28' 10"E
L42	26 00	S35° 28' 10"E
L43	26 00	S35° 28' 10"E
L44	20 00	S35° 28' 10"E
L45	20 00	S35° 28' 10"E
L46	35 39	S35° 28' 10"E
L47	124 57	N54° 31' 50"E
L48	124 56	N54° 31' 50"E
L49	124 56	N54° 31' 50"E
L50	124 55	N54° 31' 50"E
L51	124 54	N54° 31' 50"E
L52	124 54	N54° 31' 50"E
L53	124 53	N54° 31' 50"E
L54	124 52	N54° 31' 50"E
L55	124 52	N54° 31' 50"E
L56	124 51	N54° 31' 50"E
L57	124 51	N54° 31' 50"E
L58	4 81	N53° 36' 38"E
L59	81 76	N35° 14' 51"W
L60	24 61	N54° 04' 21"E
L61	101 24	S35° 28' 04"E
L62	100 88	S35° 23' 04"E
L63	100 51	S35° 23' 04"E
L64	28 33	N54° 04' 24"E
L65	17 17	N54° 04' 24"E
L66	100 14	S35° 23' 04"E
L67	99 77	S35° 23' 04"E
L68	99 41	S35° 23' 04"E
L69	99 04	S35° 23' 04"E
L70	33 61	N53° 36' 38"E
L71	92 75	S30° 49' 19"E
L72	14 46	N35° 23' 04"W

Curve #	Length	Radius	Chord Direction	Chord Length
C1	12 56	8 00	S80° 34' 07"E	11 33
C2	12 54	8 00	S9° 25' 53"W	11.29
C3	15 73	10 00	S9° 32' 35"W	14 16
C4	15 90	10.00	S80° 51' 10"E	14.28
C5	23 41	38.00	S13° 10' 21"E	23.04
C6	31 81	19 99	S10° 03' 16"W	28 56

Curve Table

Page 1 of 1

Inst # 202603236 DocType:PLAT Page 1 of 1 BKP:624 PG:218 03/03/2026 at 10:12:57 AM, Fee:$25.00 PAUL MCGUFFIN REGISTER OF DEEDS PICKENS COUNTY, SC

PATRICK SQUARE TOWN CENTER

PARKING LOTS

PICKENS COUNTY	SOUTH CAROLINA
CITY OF CLEMSON	FEBRUARY 6, 2026
SCALE 1" = 60'	JOB 23-PATSQ PARK LOT

BRAM SURVEYING LLC
Registered Land Surveyors
PO Box 891
Clemson, SC 29633
Phone 864-650-4610

SURVEYING - GPS CONTROL - PLANNING

I hereby certify that to the best of my knowledge, information, and belief, this survey known herein was made in accordance with the requirements of the Minimum Standards Manual for the Practice of Land Surveying in South Carolina, and meets or exceeds the requirements for a Class 'B' survey as specified therein. This house is not located in a current designated flood hazard area. This property is subject to any easements & restrictions on record.

Todd B Beam SC PLS 29506

SUBDIVISION SURVEY ONLY

Plat Reviewed for Recording
File # TB-9
Lot Line Adjustment ☐ Reference Plat ☐ Lot Combination
Approved Signature
Date: March 2, 2026

SCALE 1" = 60'
0 120 240 Feet

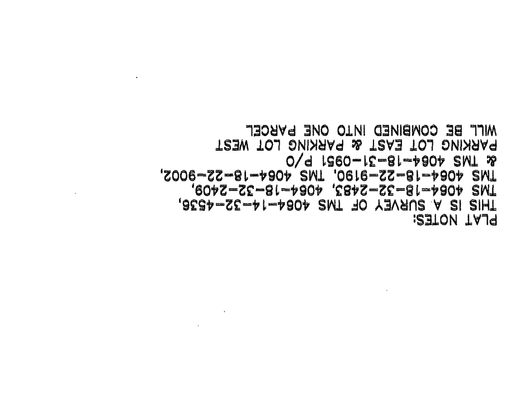
TODD B. BEAM — SOUTH CAROLINA — LAND SURVEYOR — 29506 — REGISTERED

VIRGINIA MICHAEL SEAM — NOTARY PUBLIC — STATE OF SOUTH CAROLINA — CERTIFICATE — No 9925

PLAT NOTES:
THIS IS A SURVEY OF TMS 4064-14-32-4536, TMS 4064-18-32-2483, 4064-18-32-2409, TMS 4064-18-22-8190, TMS 4064-18-22-9002, & TMS 4064-18-31-0951 P/O PARKING LOT EAST & PARKING LOT WEST WILL BE COMBINED INTO ONE PARCEL

REFERENCE GPS OBSERVATION BY THIS FIRM
SCCS-VRS (NAD83 (2012)-HORIZ, NAVD88-VERT)

LOCATION MAP N-T-S



SCCS-VRS Coordinates
Northing: 1064718.13
Easting: 1462782.00
Latitude: N34° 41' 01"
Longitude: W82° 47' 12"

PERSHING AVE (48' R/W)

PARCEL T
16,863 SQ FT
0.39 AC
(Gross Incl all R/W's)

PARCEL U
DOMINION CLEMSON PROPCO LLC
TMS 4064-18-31-1604
DB 2246-345, PB 607-46

PARCEL M
EVERLAN CLEMSON PROPCO LLC
TMS 4064-18-31-3736
DB 2247-17, PB 807-46

PARCEL S
PARRICK SQUARE TOWN CENTER LLC
TMS 4064-18-31-3400
DB 2563-345, PB 620-85

PARKING LOT WEST
166,029 SQ FT
3.81 AC
(Gross Incl all R/W's)

PARCEL A
PARRICK SQUARE TOWN CENTER LLC
TMS 4064-18-22-2683
DB 2501-284, PB 605-276

PARCEL B
PARRICK SQUARE LLC
TMS 4064-18-22-8185
DB 1875-79, PB 605-257

PARCEL C
PARRICK SQUARE TOWN CENTER LLC
TMS 4064-18-22-9261
DB 1637-1, PB 601-53

VILLAGE GREEN
80,894 SQ FT
1.86 AC
(Gross Incl all R/W's)

PARCEL E
PARRICK SQUARE TOWN CENTER LLC
TMS 4064-18-32-0354
DB 1701-10, PB 602-35

OLLI PARCEL
CLEMSON UNIVERSITY LAND STEWARDSHIP
TMS 4064-18-32-0413
DB 1492-98, PB 598-265

PARCEL F
CCPZ LLC
TMS 4064-18-32-1556
DB 1765-116, PB 603-27

PARCEL G
GA REAL ESTATE LLC
TMS 4064-14-32-2684
DB 2156-233, PB 609-224

PARCEL H
SOUTHERN MED INVESTMENTS LLC
TMS 4064-14-32-3792
DB 2240-157, PB 809-224

PARCEL J
MASON VENTURES LLC
TMS 4064-14-32-5628
DB 1999-261, PB 608-57

PARCEL P
PARRICK SQUARE TOWN CENTER LLC
TMS 4064-18-32-1145
DB 1919-339, PB 603-28

PARCEL O
SOUTHERNVIEW LLC
TMS 4064-18-22-2058
DB 2241-8, PB 612-214

PARCEL R
CLEMSON CENTRAL PROP LLC
TMS 4064-18-31-3918
DB 2281-222, PB 612-213

PARCEL Q
ARROW POINT INC
TMS 4064-18-32-1464
DB 1485-173, PB 810-208

PARCEL K
PARRICK SQUARE TOWN CENTER LLC
TMS 4064-18-32-2235
DB 2141-242, PB 810-206

PARKING LOT EAST
133,886 SQ FT
3.07 AC
(Gross Incl all R/W's)

20' ALLEY

Line #	Length	Direction
L1	10.35	N20° 27' 40"W
L2	45.38	S84° 32' 20"W
L3	42.00	S5° 15' 50"E
L4	16.46	N84° 33' 58"E
L5	14.46	S84° 33' 58"W
L6	8.46	S5° 26' 02"E
L7	40.59	S18° 59' 24"E
L8	14.50	S5° 15' 50"E
L9	17.99	S5° 15' 50"E
L10	18.07	S37° 07' 28"E
L11	42.82	S52° 52' 32"W
L12	88.81	S52° 52' 32"W
L13	60.00	N52° 52' 32"E
L14	58.00	S52° 52' 32"W
L15	14.50	N37° 07' 28"W
L16	4.47	S52° 44' 43"W
L17	58.15	S29° 28' 13"W
L18	28.45	S60° 30' 50"E
L19	61.40	S29° 30' 06"W
L20	22.98	S60° 30' 50"E
L21	24.35	N37° 17' 11"W
L22	31.52	N35° 31' 40"W
L23	70.68	N54° 53' 36"E
L24	40.50	S35° 31' 40"E
L25	19.00	S35° 31' 40"E
L26	17.00	N54° 28' 20"E
L27	19.00	N35° 31' 40"W
L28	10.40	N54° 28' 20"E
L29	10.73	N54° 28' 20"E
L30	25.93	N54° 28' 20"E
L31	23.00	S60° 30' 50"E
L32	7.84	N5° 15' 51"W
L33	11.58	N5° 15' 51"W
L34	11.77	S37° 02' 14"E
L35	7.74	S37° 02' 14"E
L36	10.60	N54° 28' 20"E
L37	26.93	N54° 28' 20"E
L38	16.73	N54° 28' 20"E
L39	10.40	N54° 28' 20"E
L40	25.51	S60° 30' 50"E
L41	43.50	S54° 28' 20"W
L42	17.66	N45° 22' 47"E
L43	35.81	N5° 48' 59"E
L44	13.44	S60° 31' 39"E
L45	37.53	S37° 49' 06"E
L46	40.63	N37° 19' 07"E
L47	36.58	S37° 19' 07"W
L48	48.14	S84° 44' 10"W

Curve #	Length	Radius	Chord Direction	Chord Length
C1	21.58	14.50	N42° 06' 39"E	19.66
C2	4.14	2.50	N47° 59' 00"W	3.68
C3	7.16	4.50	N39° 33' 58"E	6.43
C4	7.07	4.50	N50° 15' 49"W	6.36
C5	14.92	9.50	N39° 44' 10"E	13.44
C6	2.50	4.50	N21° 11' 39"W	2.47
C7	7.09	4.50	S82° 15' 16"E	6.38
C8	9.88	29.50	N38° 27' 53"E	9.83
C9	11.26	19.50	N15° 19' 34"E	11.10
C10	11.26	19.50	S43° 39' 53"W	11.11
C11	22.76	14.50	S15° 30' 50"E	20.51
C12	53.33	122.50	N47° 59' 56"W	52.91
C13	18.42	10.50	S80° 19' 02"E	14.79
C14	58.80	286.50	N60° 48' 16"E	58.68
C15	84.52	251.50	N76° 43' 40"E	84.12
C16	41.83	169.50	N48° 49' 55"E	41.72
C17	22.80	14.50	S85° 44' 19"W	20.52
C18	24.94	211.50	N44° 04' 26"E	24.92
C19	13.66	9.50	S6° 14' 57"W	12.52
C20	22.17	86.50	S42° 07' 44"E	22.11
C21	14.92	9.50	N85° 41' 15"E	13.44
C22	12.40	51.05	N63° 44' 29"W	12.37
C23	28.93	313.98	N42° 37' 52"E	28.92
C24	32.58	280.00	N49° 35' 52"E	32.56
C25	23.77	54.50	N48° 01' 19"W	23.58

CITY OF CLEMSON
AGENDA ITEM REQUEST FORM

Requested By:
Leslie Wilder, Finance Director

Date Submitted: May 22, 2026

Council Meeting Date: June 1, 2026

Type of Request: (Choose Only One)
Policy/Action

Agenda Item Summary: (brief for public information and posted agenda)
Consider a Resolution to adopt the Procurement Policy and Procedure Manual for the City of Clemson to be effective July 1, 2026. - Finance Director Leslie Wilder

Agenda Item Detail: (expand as necessary for clarification)



PROCUREMENT

POLICIES AND PROCEDURES MANUAL

Effective: July 1, 2026

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1. GENERAL INFORMATION

1.1. Purpose

This manual serves as a source for the City of Clemson employees to become familiar with the policies and procedures for procuring goods and services. An understanding of how Procurement conducts its business can provide the foundation for a solid partnership between Procurement and its internal customers.

The City of Clemson establishes this procurement policy in order to:

a) provide increased economy in City procurement activities to maximize to the fullest extent practicable the purchasing values of funds while ensuring that procurements are the most advantageous to the City and in compliance with State and Federal provisions where applicable;

b) foster effective broad-based competition for public procurement within the free enterprise system;

c) ensure the fair and equitable treatment of all persons who deal with the procurement system which will promote increased public confidence in the procedures followed in public procurement;

d) provide safeguards for the maintenance of a procurement system of quality and integrity with clearly defined rules for ethical behavior on the part of all persons engaged in the public procurement process; and

e) promote increased public awareness and confidence in the procurement regulations, procedures and policies used by the City.

The City Administrator shall carry out all established policies. It is at the sole discretion of the City Administrator to waive or change any procurement policies at any time and as they deem in the City of Clemson's best interest. Notwithstanding the foregoing, the City Administrator will have no discretion to waive or change any procurement policies that apply to the City of Clemson's procurements of goods and services where funding is provided by the Federal Transit Administration (FTA).

1.2. Shared Responsibility for Procurement

Procurement assists City departments as required and administers this policy by which vendors of goods and services are selected. Procurement and the City departments are responsible for sourcing and procuring the goods and services needed in a timely and cost-effective manner and in compliance with this policy as well as state and federal regulations and law.

1.3. Application

A) General Application

This policy applies to contracts for the procurement of goods and services entered into by the City after the effective date of this policy.

B) Application to City Procurement

This policy shall apply to every expenditure of funds by the City for the purpose of procuring goods and services irrespective of the source of funds.

C) Application to State or Federal Fund Procurements

Whenever procurements are funded with State of South Carolina or federal funds, the procurement shall be made in compliance with applicable state and federal laws and regulations, if required as a condition of the receipt of the funds. Whenever this policy is more restrictive than the state or federal laws and regulations, the provisions of this and related City procedures shall be followed.

1.4. Obligation of Good Faith

Every contract or duty within this policy imposes an obligation of good faith in its negotiation, performance or enforcement. "Good faith" means honesty in fact in the conduct or transaction concerned and the observance of reasonable commercial standards of fair dealing.

1.4. Compliance

Compliance is the responsibility of all employees who are involved in any way with selecting, monitoring, supervising, or paying providers of goods and services.

1.5. Standardization

Supplies, materials, or equipment may be standardized when Procurement has determined that it is in the best interest of the City or when required for the health, safety or welfare of the public.

1.6. Public Records

Procurement information shall be considered public record to the extent required by the South Carolina Freedom of Information Act (FOIA). Commercial, financial, or personal information obtained, which is privileged or confidential as defined by the FOIA, is not required to be disclosed.

1.7. Equal Opportunity

In the application of these procurement procedures, the City prohibits discrimination against any person or business on the basis of race, color, religion, sex, sexual orientation, gender identity, national origin, ethnicity, age, veteran status, or disability.

1.8. Right to Reject Any Bids and Proposals

At any time prior to the execution of the contract, the bid or proposal process may be canceled and/or all bids or proposals rejected upon the written recommendation of the Department Director and with approval of Procurement. The cancellation and rejection may be made on any reasonable basis promoting the interest of the City, including, but not limited to, the following: bids exceeding budgeted funds for the project; the decision to forego or delay the project; or the decision to redefine the project.

2. PROCEDURES

2.1. General Procedures

A) Material Safety Data Sheets (MSDS)

Whenever purchasing involves chemicals requiring Material Safety Data Sheets (MSDS), all procedures within the respective Department/Division Safety Manual shall be followed.

B) Records Retention

All original documents pertinent to procurement activities shall be retained in official files of Procurement and/or the requesting department and maintained under provisions of the City's adopted records retention policy.

C) Insurance Certificates

Contractors and professional service providers contracted by the City shall be required to provide a Certificate of Insurance with limits acceptable to and approved by Procurement prior to commencing work, unless a waiver is obtained for good cause shown.

D) Business Licenses

Any company or person conducting business with, or on behalf of, the City within the City limits of Clemson shall obtain a City business license in compliance with the City of Clemson Code of Ordinances.

E) Promotion of Opportunities to do Business with the City

Procurement will make use of all practical communication channels to educate the public on opportunities to do business with the City of Clemson.

2.2. Procurement Methods

A) Single Quote

Goods or services with a cost less than or equal to $5,000 can be procured with a single quote approved by Procurement. Please also refer to the latest version of the City’s Purchasing Card Policy.

B) Three (3) Quotes

Goods and services costing more than $5,000 but less than or equal to $100,000 can be procured with three (3) written quotes approved by Procurement. A Purchase Order is required to be approved by the Department Director, Procurement, the Finance Director, and the respective Deputy/Assistant City Administrator, as applicable, prior to the order being placed with the vendor.

C) Competitive Sealed Bidding: Invitation for Bids (IFB)

This method shall be used, when applicable, for the procurement of goods and services that are anticipated to be in excess of $100,000. A Purchase Order is required to be approved by the Department Director, Procurement, the Finance Director, the respective Deputy/Assistant City Administrator, and the City Administrator prior to the order being placed with the vendor.

Specifications, if applicable and when set forth in a City procurement request, establish minimum requirements upon which competitive proposals or bids are to be submitted to the City, and/or upon which a City procurement shall be awarded. The requesting department shall be responsible for the development of competitive and non-restrictive specifications and final approval is required from Procurement before any bids or proposals are solicited.

When listing brand names, vendors should be given the opportunity to submit bids for "equal" products, unless a particular brand is required. When a particular brand is required, the requesting department should state their reasoning for such requirement to Procurement. Procurement must concur with the requesting department for a brand name to be required.

Qualified products are any item(s) that have been tested by a requesting department, under the supervision of that Department Director, prior to their actual procurement under a contract to establish which supplier(s) can comply with the product specifications. Any qualified products approved by the Department Director shall be reduced to writing and submitted to Procurement for approval. Once approved, Procurement shall retain such in the applicable Contract or Purchase Order file and shall be procured through the procedures contained in this policy. If only one source can supply the qualified product, the procurement shall be made under the guidelines of "Sole Source" procurement.

i. Invitation for Bids Procedures

a. Notice for an Invitation for Bids (IFB) shall be advertised via publications in “South Carolina Business Opportunities (SCBO)” and via City-owned electronic media. Notice may be sent directly to select, qualified vendors appropriate for the particular procurement, but Procurement will rely on input from City departments

in such instances. The Invitation for Bids shall include specifications and all other contractual terms and conditions applicable to the procurement.

b. Public notice of the Invitation for Bids shall be given not less than seven (7) calendar days prior to the bid opening date.

c. After issuance of the solicitation, discussions with potential offerors will be limited, by the terms and conditions of the solicitation, and will be directed to Procurement, who will provide answers to questions and any supplementary information to all potential offerors by written addendum. Procurement may have discussions with one or more potential offeror(s) for the purpose of clarification of solicitation requirements to assure full understanding of and conformance with the solicitation. No oral statement or representation is binding on the City unless it is reduced to writing via official addendum.

d. All bids shall be kept in a secure location and shall remain unopened until the announced time and date of bid opening. Bids shall be opened publicly in the presence of one or more witnesses at the time and the place designated in the Invitation for Bids. The amount of each bid and the name of each bidder shall be announced and recorded by Procurement or his/her designee.

e. Upon approval of Procurement, bidders may withdraw and correct bids before the bid opening to correct a minor irregularity in the bid. A minor irregularity is one which is merely in form or is of some immaterial variation from the exact requirements of the Invitation for Bids, having no effect or merely a trivial or negligible effect on total bid price, quality, quantity, or delivery of the supplies or performance of the contract, and the correction or waiver of which would not affect the relative standing of, or be otherwise prejudicial to bidders. Bidders shall be solely responsible for requesting this provision.

f. Following bid opening, no changes by a bidder in bid prices or other provisions of bids prejudicial to the interest of the City or fair competition shall be permitted. After the bids are opened, bids shall be irrevocable for the period specified in the Invitation for Bids.

ii. Responsible and Responsive Bidders

A solicitation can be awarded only to responsible, responsive bidders. Criteria for determining whether a bidder is responsible and responsive is defined as follows:

a. A *responsible offeror* means a person, partnership, or firm who, in the solicitation documents, has demonstrated with reasonable specificity and relevance the capability to perform fully the contract requirements and who has demonstrated with project descriptions or references the integrity and reliability which will assure

good faith performance. The Department Director of the requesting department shall make a recommendation related to the responsibility of an offeror and the final determination of responsibility is made by Procurement.

b. A *responsive offeror* means a person, partnership or firm who, in the solicitation documents, provides information in substantially the same form as requested by the City's solicitation and clearly indicates that the submittal meets or exceeds any minimum requirements contained in the solicitation. The Department Director of the requesting department shall make a recommendation related to the responsiveness of an offeror and the final determination of responsiveness is made by Procurement.

c. Procurement shall send written notice to any non-qualifying bidder, and the notice shall state the basis for the determination.

iii. Tie in Price

When two or more vendors are tied in price while otherwise meeting all required terms and conditions of the Invitation for Bids, Procurement shall award the contract as described below, to recognize local preference.

a. If there is an in-city vendor tied with an out-of-city vendor, the award shall go to the in-city vendor.

b. If there is an in-county vendor tied with an out-of-county vendor, the award shall go to the in-county vendor.

c. If there is an in-state vendor tied with an out-of-state vendor, the award shall go to the in-state vendor.

d. Tie bids shall otherwise be awarded based upon the first bid received by Procurement.

iv. Bid Award

Procurement shall make the award of solicitations after obtaining the recommendation from the requesting Department Director. The recommendation for award shall be based on the lowest cost, responsible and responsive bid. The award letter shall be issued by Procurement to the lowest responsible and responsive bidder. The City reserves the right to reject any or all bids, cancel the Invitation for Bids, or waive or allow correction of any minor informality or irregularity of a bid.

v. Contract Documents

Upon award, Procurement is responsible for managing all phases of the contracting process and will manage all required approvals through the most updated contract workflow and approvals process.

D) Competitive Sealed Proposals; Request for Proposals (RFP)

When Procurement and the head of the using department determine that the use of competitive sealed bidding is not suited to the complexity of the project, then Procurement may issue a Request for Proposals (RFP). The determination shall be reduced to writing by the using department and placed into the file prior to issuance of a formal solicitation. This method shall be used, when applicable, for the procurement of goods and services that are anticipated to be in excess of $100,000. A Purchase Order is required to be approved by the Department Director, the Purchasing Agent (or their designee), the Finance Director, and the City Administrator prior to the order being placed with the vendor.

Specifications, if applicable and when set forth in a City procurement request, establish minimum requirements upon which competitive proposals or bids are to be submitted to the City, and/or upon which a City procurement shall be awarded. The requesting department shall be responsible for the development of competitive and non-restrictive specifications and final approval is required from Procurement before any bids or proposals are solicited.

When listing brand names, vendors should be given the opportunity to submit bids for "equal" products, unless a particular brand is required. When a particular brand is required, the requesting department should state their reasoning for such requirement to Procurement. Procurement must concur with the requesting department for a brand name to be required.

Qualified products are any item(s) that have been tested by a requesting department, under the supervision of that Department Director, prior to their actual procurement under a contract to establish which supplier(s) can comply with the product specifications. Any qualified products approved by the Department Director shall be reduced to writing and submitted to Procurement for approval. Once approved, Procurement shall retain such in the applicable Contract or Purchase Order file and shall be procured through the procedures contained in this policy. If only one source can supply the qualified product, the procurement shall be made under the guidelines of "Sole Source" procurement.

i. Request for Proposals Procedures

a. Notice for a Request for Proposals (RFP) shall be advertised via publications in “South Carolina Business Opportunities (SCBO)” and via City-owned electronic media. Notice may be sent directly to select, qualified vendors appropriate for the

particular procurement, but Procurement will rely on input from City departments in such instances.

b. Public notice of the Request for Proposals shall be given not less than fifteen (15) calendar days prior to the RFP's submittal date.

c. After issuance of the solicitation, discussions with potential offerors will be limited, by the terms and conditions of the solicitation, and will be directed to Procurement, who will provide answers to questions and any supplementary information to all potential offerors by written addendum. Procurement may have discussions with one or more potential offeror(s) for the purpose of clarification of solicitation requirements to assure full understanding of and conformance with the solicitation. No oral statement or representation is binding on the City unless it is reduced to writing via official addendum.

d. City departments and Procurement are prohibited from disclosing, directly or by implication, the contents of proposal documents to competing providers during the selection or negotiation process. After the solicitation is approved for award and is closed, the submitted proposals shall be open for public review in accordance with the Freedom of Information Act.

e. All responsive and responsible proposals will be evaluated by a committee utilizing evaluation criteria established and published in the solicitation documents. The decision to short list and interview will be made by Procurement, based on the range of scores and the recommendation from the evaluation committee. If interviews are conducted, the scores from the interview phase will be added to the total scores accumulated from the initial review and cost proposal phase of the evaluation process.

f. The purpose of an RFP is to determine the best value for the City, without cost serving as the sole, determining factor. Best value will be determined by the highest scored proposal and a recommendation for award must be offered to the highest scored proposal.

ii. Responsible and Responsive Proposals

A solicitation can be awarded only to responsible, responsive proposals. Criteria for determining whether a proposal is responsible and responsive is defined as follows:

a. A *responsible offeror* means a person, partnership, or firm who, in the solicitation documents, has demonstrated with reasonable specificity and relevance the capability to perform fully the contract requirements and who has demonstrated with project descriptions or references the integrity and reliability which will assure good faith performance. The Department Director of the requesting department

shall make a recommendation related to the responsibility of an offeror, and the final determination of responsibility is made by Procurement.

b. A *responsive offeror* means a person, partnership or firm who, in the solicitation documents, provides information in substantially the same form as requested by the City's solicitation and clearly indicates that the submittal meets or exceeds any minimum requirements contained in the solicitation. The Department Director of the requesting department shall make a recommendation related to the responsiveness of an offeror, and the final determination of responsiveness is made by Procurement.

c. Procurement shall send written notice to any non-qualifying bidder, and the notice shall state the basis for the determination.

iii. RFP Award

Procurement shall make the award of solicitations after obtaining the recommendation from the requesting Department Director. The recommendation for award shall be based on the highest scored responsible and responsive proposal. The award letter shall be issued by Procurement to the highest scored responsible and responsive offeror. The City reserves the right to reject any or all proposals, cancel the Request for Proposals, or waive or allow correction of any minor informality or irregularity of a proposal.

iv. Contract Documents

Upon award, Procurement is responsible for managing all phases of the contracting process and will manage all required approvals through the most updated contract workflow and approvals process.

E) Request for Qualifications (RFQ)

The Request for Qualifications shall invite the submission of qualifications from offerors to perform a specified task or service. Offerors shall be evaluated utilizing established and published evaluation criteria that will be used to establish a ranked order of qualified offerors. From this ranking, a list of typically the three (3) to five (5) highest-ranked offerors will be placed on short/pre-qualified list that can be used for future bids/proposals or the establishment of vendors needed for specific on-call services. The RFQ process shall follow the general guidelines of the RFP process, but will most likely not render a single award.

F) Professional Services

Professional services are those services which require an advanced, specialized type of knowledge, expertise, or training customarily acquired either by a prolonged course of study or equivalent experience in the field. Final determination of the validity of a

professional services contract will be made by Procurement. The selection method shall consider the nature of the project, the capability of the contractor to produce the required service within a reasonable time frame, past performance, and the ability to meet project budget requirements.

i. For professional services of $25,000 or less per contract term, the Department Director may recommend a single firm for consideration of award to Procurement. The selection method shall consider the nature of the project, the capability of the contractor to produce the required service within a reasonable time frame, past performance, and the ability to meet project budget requirements.

ii. For professional services greater than $25,000 and up to $100,000 per contract term, the Department Director will, upon his/her independent solicitation and evaluation of at least three informal proposals from professionals qualified to render the service, recommend in writing the selection of a provider of professional services to Procurement, stating the reasons for choosing the selected contractor. The selection method shall consider the nature of the project, the capability of the contractor to produce the required service within a reasonable time frame, past performance, and the ability to meet project budget requirements.

iii. Requests for professional services in excess of $100,000 will be procured through the formal RFP solicitation method. When professional services have been obtained pursuant to an RFP for a specified term, the City Administrator may extend the term for up to one additional year upon determining a need to continue the contractual arrangement until future services can be obtained in accordance with a new Request for Proposals.

iv. On-call professional services contracts must be obtained through the formal RFP process.

v. Procurement is responsible for managing all phases of the contract process and will provide user departments with the contracting method for each procurement and will manage all required approvals through the most updated contracting process. All contracts for service(s) require insurance and a business license.

G) Contract Purchases

Annual contracts can be established for use by City departments. Annual contracts, which are contracts covering periodic orders over a given term, will be negotiated by Procurement for the frequent and recurring purchase of materials, supplies, equipment, and/or services. Annual contracts will be awarded through the competitive process, and will be valid for a time period determined to be reasonable for the particular product or service contracted. During the term of the annual contract, all items covered by the agreement may be ordered at contract rates from the provider to whom the contract was awarded without additional

requests for bids, proposals or quotes. Requesting departments are authorized to request purchases through available Federal (General Services Administration (GSA)), State (SC) and other cooperative purchasing entities/agreements. These requests must be approved by Procurement to ensure compliance with standard terms and conditions, insurance requirements, and approved contract approval processes. Procurement is responsible for managing all phases of the contract process, will provide user departments with the contracting method for each procurement, and will manage all required approvals through the most updated contracting process.

H) Cooperative Purchases

The City may participate in, sponsor, conduct, or administer a cooperative purchasing agreement for the procurement of any supplies, services, or construction with one or more public procurement entities or external procurement activities in accordance with an agreement entered into between the participants. Such cooperative purchasing may include, but is not limited to, joint or multi-party contracts between public procurement entities and open-ended state public procurement unit contracts which shall be made available to local public procurement units.

I) Emergency Purchases

When there is an immediate threat to public health, welfare, critical economy and efficiency, or safety under emergency conditions, a Department Director may authorize their department to make emergency procurements that do not comply with this policy. In such a case, the Department Director will submit to Procurement a written determination of the basis for the emergency, vendor selection, product/service procured, and cost. Procurement will retain this information. If such a condition occurs and the purchase exceeds $100,000, the written determination will be forwarded to the City Administrator for approval and subsequently retained by Procurement. The City Administrator may also authorize emergency procurements that do not comply with this policy and, for the record, shall establish in writing the basis of such decision.

J) Single / Sole Source Purchases

Both single and sole source purchases are allowed but must be well justified, including documented verification that a good faith search for competition has been made. Single/Sole source documentation shall be provided by the using department and may be subsequently verified by Procurement.

i. Specific Product/Service Request

If a department reaches the conclusion, through good faith efforts, that only a specific product, service, supply, material, or construction item will meet its needs then the Department Director must provide a written justification, including any financial

impact of the proposed sole-source procurement, to Procurement who shall approve or deny such sole-source request. Convenience alone cannot be used as a justification for sole-source procurement.

ii. Authorization Levels

For those single/sole source procurements exceeding $25,000, the Finance Director shall also approve the procurement; for those exceeding $50,000, the City Administrator shall additionally approve the procurement. Adverse determinations by Procurement may be submitted to the Finance Director, and any adverse determination by the Finance Director may be submitted to the City Administrator.

K) Extraordinary Circumstances

In extraordinary circumstances the City Administrator has the authority to approve procurements outside of this policy when the City Administrator determines such actions serve a proper corporate and public purpose, provided that the procurement selected assures the efficient use of public funds and adheres to commercially reasonable standards, and provided that the City Administrator establishes, for the record, the basis of the determination.

L) Intergovernmental Agreements

Whenever the City enters into an intergovernmental agreement for a joint project with a federal, state, county or other municipal governmental entity including, but not limited to a regional council, special purpose district, special tax district, state authority, joint district, or public university, then Procurement may, upon approval of the Finance Director, use the procurement practices of the other public entity, provided that such practices reasonably appear to comply with applicable law.

M) Public / Private Cooperation Agreements

The City may enter into an agreement with a private developer for the procurement of both public and private services, the avoidance of economic waste, and the timely completion of both public and private components of the project when the City determines that this can be best accomplished by a single entity being responsible for coordinated construction, and provided that costs are properly accounted for and a fair opportunity for competitive participation is preserved.

N) Exemptions from Established Procedures and Procurement Methods

i. "One of a Kind" Purchases, Competition Not Feasible:

a. Artistic one-of-a-kind goods or services including, but not limited to the following: paintings; antiques; sculptures; artists; musicians; or other like entertainment.

b. Published books, maps, periodicals, subscriptions, and technical pamphlets

c. Membership fees

d. Postage, postage stamps and other delivery fees

e. Tuition reimbursements

f. Conference registration

g. Public advertising

h. Supplies/services from other governmental agencies

i. Medicine/drugs

j. State/Federal surplus and used equipment/supplies, which have been secured in a commercially reasonable manner with the approval of Procurement.

k. Equipment maintenance or service agreement with the manufacturer or authorized service agent of particular equipment otherwise acquired under the procedures.

ii. Real estate may be acquired, transferred, or sold without a bidding process, provided the amount paid or received can be substantiated and documented with reliable data or a reliable professional opinion, or both, on the fair market value of the interest which is the subject of the transaction. When conveyances out by the City are for private or public project development, the future benefit to the City and to the public may be considered, as well as fair market value. All such transactions must be reviewed by the City's Attorney prior to the execution of documents.

iii. Legal Services

When the City becomes involved in litigation, reasonably anticipates litigation, or requires specialized legal advice in order to avoid potential claims, then the City Administrator may select outside counsel based upon such counsel's competence in litigation or in the subject matter involved. The City Administrator shall secure those services, whenever feasible, at below market rates and terms, while recognizing the total sum of fees for litigation, or litigation prevention, cannot be predicted at the outset of a particular case. The City Administrator shall maintain such practices as are reasonable to have available for representation on short notice firms familiar with the City's practices and organization and to provide opportunities for other qualified counsel to be considered for selection. The City Administrator may also select outside counsel on the same basis to advise the City on special issues of law that may arise in the course of operations. When City Council itself has the need for outside counsel, it

may allow for such practices as result in the receipt of legal services which meet the special need of Council and which have compensation arrangements compatible with those otherwise followed by the City.

iv. Development Agreements

Whenever the City enters into an agreement with a private developer as a means of coordinating a private project with the provision of public services, the construction or installation of improvements, the installation of public improvements, or a combination of such arrangements, then in order to achieve efficiencies for all projects concerned and to avoid confusion and delay in the completion of the respective projects, the City may enter into written agreements which permit the private entity's procurement practices to be utilized in the City's component of the project. Any such arrangement, however, must be designed to secure the greatest value for the public good with the most efficient means available in accordance with reasonable business standards. Any written agreement for such coordinated projects must provide for the City's consent and approval of procurement practices for improvements or activities funded by the City. Such practices must assure adherence to principles of fairness, efficiency, and value for the use of public funds. The practices must provide for competitiveness, even though bids may not be necessary. To the extent performance bonds or payments bonds are required by the general law of this State for political subdivisions, these practices shall assure their use for public improvements funded by the City.

2.3. Limits for Acquisition and Approval

A) Goods and Services $5,000 or Less

Purchases less than or equal to $5,000 may be acquired without securing competitive quotations provided the cost for the same are objectively reasonable; *please also refer to the latest version of the City's Purchasing Card Policy*. Purchase requirements must not be artificially divided so as to create purchases allowable pursuant to this section. Purchases of $5,000 or less shall be approved by the Department Director. If a service is to be provided, then Procurement will be responsible for managing all phases of the contracting process, provide user departments with the contracting method for each procurement, and will manage all required approvals through the most updated contract workflow and approvals process. All contracts for service(s) require insurance and a business license. For any technology-related purchases, the requesting department is responsible for complying with the latest version of the City's IT Services/Products Workflow and Approval process.

B) Goods and Services $5,001 to $25,000

Unless otherwise specifically exempted, all purchases for goods and services which have a value greater than $5,000, but less than or equal to $25,000, shall be procured under the authority of Procurement. Written quotations shall be solicited from a minimum of three

(3) qualified vendors. Departmental users may solicit the quotations and provide these to Procurement. In documented cases involving items that are difficult to source, a written "no quote" from a vendor may fulfill the three (3) quote requirement – subject to approval by Procurement. Purchases greater than $5,000 but less than $25,000 shall be approved by the Department Director, the Procurement Coordinator, and the Finance Director. If a service is to be provided, then Procurement will be responsible for managing all phases of the contracting process, provide user departments with the contracting method for each procurement, and will manage all required approvals through the most updated contract workflow and approvals process. All contracts for service(s) require insurance and a business license. For any technology-related purchases, the requesting department is responsible for complying with the latest version of the City's IT Services/Products Workflow and Approval process.

C) Goods and Services $25,001 to $100,000

Unless otherwise specifically exempted, all purchases for goods and services which have a value greater than $25,000, but less than or equal to $100,000, shall be procured under the authority of Procurement. Written quotations shall be solicited from a minimum of three (3) qualified vendors. Departmental users may solicit the quotations and provide these to Procurement. In documented cases involving items that are difficult to source, a written "no quote" from a vendor may fulfill the three (3) quote requirement – subject to approval by Procurement. Purchases greater than $25,000 but less than $100,000 shall be approved by the Department Director, the Procurement Coordinator, the Finance Director, and by the respective Deputy or Assistant City Administrator; the City Administrator will approve if and when a conflict in the chain of command is present. If a service is to be provided, then Procurement will be responsible for managing all phases of the contracting process, provide user departments with the contracting method for each procurement, and will manage all required approvals through the most updated contract workflow and approvals process. All contracts for service(s) require insurance and a business license. For any technology-related purchases, the requesting department is responsible for complying with the latest version of the City's IT Services/Products Workflow and Approval process.

D) Goods and Services Costing more than $100,000

Unless otherwise specifically exempted, all purchases for goods and services costing more than $100,000 shall be procured by Procurement using the competitive processes which involve formal, published solicitations, State Contracts or cooperative purchasing contracts. Purchases that exceed $100,000 shall be approved by the Department Director, Procurement, the Finance Director, the respective Deputy or Assistant City Administrator, and the City Administrator. If a service is to be provided, Procurement will be responsible for managing all phases of the contracting process, will provide user departments with the contracting method for each procurement, and will manage all required approvals through

the most updated contract workflow and approvals process. All contracts for service(s) require insurance and a business license. For any technology-related purchases, the requesting department is responsible for complying with the latest version of the City's IT Services/Products Workflow and Approval process.

2.4. Insurance, Bonds, and Projects with Multiple Phases

A) Bid, Performance, and Payment Bonds

Bid, performance, and/or payment bonds or other security, if required by City in the solicitation, will be required to be submitted contemporaneous with any bid responsive thereto within a set time frame after project award and/or prior to a notice to proceed, as Procurement reasonably deems advisable to protect the City's interest.

B) Invitation for Bids for Construction Exceeding $100,000 - Bid Bond

Bid security, in an amount equal to at least five percent (5%) of the amount of the bid, shall be required for all competitive bidding for construction contracts exceeding $100,000. Such security shall be a valid bid bond provided by a surety company authorized to do business in South Carolina, or the equivalent in cash, certified check, cashiers' check, or money order. The City, at its discretion, may require bid bonds on Invitation for Bids under $100,000 when the circumstances warrant. Noncompliance with this provision is a basis for the bid to be rejected by the City. Bid bonds will be returned to the unsuccessful bidders upon contract award by Procurement.

C) Invitation for Bids for Construction Exceeding $100,000 - Performance & Payment Bonds

When a construction contract is awarded in excess of $100,000, the following bonds or security shall be delivered by the successful bidder to the City and shall become binding on the parties upon the execution of the contract. Bid or performance bonds shall not be used in substitution for the determination of bidder's or offeror's responsibility.

i. A performance bond shall be in an amount equal to one hundred percent (100%) of the contract amount; and

ii. A payment bond for the protection of all persons supplying labor and material to the contract or its subcontractors for the performance of the work shall be in an amount equal to one hundred percent (100%) of the contract amount.

iii. Procurement is authorized, upon request of the contractor, to reduce the amount of performance and payment bonds to fifty percent (50%) of the contract amount when work equaling at least fifty percent (50%) of the contract amount has been successfully completed or when such action is in the City's best interest and in compliance with other applicable law.

D) Projects with Multiple Phases

When projects subject to the provisions of this policy have multiple stages, which could be subject to either a single bid or proposal for all stages or to multiple bids or proposals for the stages as they evolve, the City may seek bids or proposals for the entire project or it may seek bids or proposals for the initial stage of the project and thereafter amend the initial contract after it is in operation, or within a reasonable time of its completion, to include the subsequent stages. In the latter instance, the subsequent stages must be similar in character of performance and location, when location is relevant, to the initial stage, and the pricing components for the subsequent stages must be substantially the same as the initial contract submitted for bids or proposals. The phrase "substantially the same" may include price adjustments which reasonably correlate with established and widely recognized prices indices relevant to the goods, material, and services used in the project.

2.5. Pre-litigation Resolution of Controversies

A) Authority to Resolve Protested Solicitations - Prospective Bidders

i. Right to Protest

Any prospective bidder, offeror, or contractor who is aggrieved in connection with the solicitation of a contract shall protest to Procurement in the manner stated in this policy within ten (10) calendar days of the date of issuance of the Invitation for Bids or Request for Proposals or other solicitation documents, whichever is applicable, or any amendment thereto. In no case shall a protest be received after a bid has been opened.

a. *Protest Procedure*. A protest shall be in writing, submitted to Procurement, as stated above, and shall set forth the grounds of protest and the relief requested with enough particularity to give notice of the issues to be decided.

ii. Authority to Resolve Protests

The City Administrator, in coordination with and under the advisement of the City's Attorney, shall have authority, prior to the commencement of an action in court concerning the controversy, to settle and resolve a protest by a prospective aggrieved bidder, offeror, or a contractor concerning the solicitation of a contract.

iii. Decision

If the protest is not resolved by mutual agreement, the City Administrator, in coordination with the City's Attorney, shall issue a response in writing within ten (10) working days after receipt of the protest. The response shall state the decision and the reasons for the action taken. The response may provide for additional time in which a decision will be made.

a. *Notice of Decision*. A copy of the decision shall be mailed or otherwise furnished immediately to the person making the protest and any other intervening party.

b. *Finality of Decision*. A decision shall be final and conclusive.

B) Authority to Resolve Protested Solicitations - Actual Bidders/Contractors

i. Right to Protest

Any actual bidder, offeror, contractor who is aggrieved in connection with the intended award or award of a contract shall protest to the City Administrator in the manner stated in this policy within ten (10) working days of the date of notification of award. A protest shall be in writing, submitted to the City Administrator, as stated above, and shall set forth the grounds of protest and the relief requested with enough particularity to give notice of the issues to be decided.

ii. Authority to Resolve Protests

The City Administrator, in coordination with and under the advisement of the City's Attorney, shall have authority, prior to the commencement of an action in court concerning the controversy, to settle and resolve a protest by an actual aggrieved bidder, offeror, or a contractor concerning the award of a contract. The City Administrator may provide a copy of the protest to the successful bidder or proposer and afford that person or firm an opportunity to comment.

iii. Decision

The City Administrator, in coordination with the City's Attorney, shall issue a response in writing within ten (10) working days after receipt of the protest. The response shall state the decision and the reasons for the action taken. The response may provide for additional time in which a decision will be made.

a. *Notice of Decision*. A copy of the decision shall be mailed or otherwise furnished immediately to the protestant and any other intervening party, and to the person or firm originally designated as the successful bidder or proposer.

b. *Finality of Decision*. A decision shall be final and conclusive.

C) Authority to Debar or Suspend

After reasonable notice to the person or firm involved and reasonable opportunity to be heard, Procurement, after consultation with the City Administrator and the City's Attorney, shall have authority to debar a person or firm for cause from consideration for award of contracts. Procurement, after consultation with the City Administrator and the City's Attorney, shall also have the authority to suspend a person or firm from consideration for award of contracts if there is probable cause to believe that the person or firm has engaged

in any activity which might lead to debarment. The period of debarment or suspension shall be set by Procurement with advice from the City's Attorney.

i. Causes for Debarment or Suspension

Whenever a vendor or contractor does not perform satisfactorily (i.e. late delivery; delivery of non-specified items unauthorized by Procurement; unauthorized price increases; over-shipment or under-shipment; inability to meet construction schedules; failure to obtain permits; or not submitting performance check lists), written notification from the Department Director will be given to Procurement who shall then take the appropriate action. The causes for debarment or suspension shall include, but not be limited to, the following:

a. Conviction for commission of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of such contract or subcontract;

b. Conviction under State or Federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty which currently, seriously, or directly affects responsibility as a City contractor, conviction under State or Federal antitrust statutes arising out of the submission of bids or proposals;

c. Violation of contract provisions of a character which is regarded by Procurement and the City's Attorney to be so serious as to justify debarment action;

d. Willful or indifferent failure, without good cause to perform in accordance with the specifications or within the time limit provided in the contract;

e. A recent record of failure to perform or of unsatisfactory performance in accordance with the terms of one or more contracts with the City or contracts with other entities which directly affect the City or the public residing in or traveling in the City; provided that failure to perform or unsatisfactory performance caused by acts beyond the control of the contractor shall not be considered to be a basis for debarment;

f. Violation of the ethical standards set forth in the South Carolina State Ethics Act or other provisions of law; and

g. Any other cause, including debarment by another governmental entity for cause, which Procurement and the City's Attorney determine to be so serious and compelling as to indicate a likely inability to perform contracts as specified on time, within budget and without repeated correction or a high degree of supervision.

ii. Decision.

Procurement, in coordination with the City's Attorney, shall issue a written decision to debar or suspend within ten (10) working days of the completion of administrative review of the matter. The decision shall:

a. State the reasons for action taken, and

b. State the period of debarment or suspension and inform the debarred or suspended person or firm involved of the rights to administrative review as provided in this Policy.

c. *Notice of Decision*. A copy of the decision shall be mailed or otherwise furnished immediately to the debarred or suspended person or firm and any other intervening party.

d. *Finality of Decision*. A decision shall be final and conclusive, unless the debarred or suspended person or firm appeals administratively to the City Administrator by filing a written appeal within ten (10) working days of the date of the written decision sent by Procurement. The City Administrator shall review the decision and render a decision within ten (10) calendar days after receipt of appeal. The decision of the City Administrator shall be final and conclusive. Debarment is not stayed pending appeal.

Glossary

Addendum: A written change, addition, alteration, correction, or revision to a solicitation or contract document. The name commonly given to the document used to revise a solicitation.

Bid Bond: An insurance agreement accompanied by a monetary commitment by which a third party (the surety) accepts liability and guarantees that the bidder will not withdraw the bid.

Cooperative (co-op) Purchasing: (1) The action taken when two or more entities combine their requirements to obtain the advantages of volume purchases, including administrative savings and other benefits. (2) A variety of arrangements, whereby two or more public procurement entities purchase from the same supplier or multiple suppliers using a single Invitation for Bids (IFB) or Request for Proposals (RFP).

Debarment: (1) To prohibit a supplier/contractor from submitting offers on future requirements for cause for a certain period of time. (2) A sanction brought against a seller whereby they may not engage in future procurement actions. (3) To exclude or shut out of future solicitations and contracting opportunities. See also: *Suspension*.

General Services Administration (GSA): centralized procurement division of the U.S. federal government. Particular designated contracts (schedules) allow for eligible state and local government entities to purchase goods and services, the federal government's version of cooperative purchasing.

Invitation for Bid (IFB): A procurement method used to solicit competitive sealed bid responses, sometimes called formal bids, when price is the basis for award.

Material Safety Data Sheet (MSDS): Standardized document concerning a hazardous chemical that identifies the chemical, the common names of the ingredients, the physical and chemical characteristics, the hazards of the chemicals, and the emergency and first aid procedures to be considered when working with the chemical.

Payment Bond: A financial or contractual instrument issued by a surety that guarantees that subcontractors will be paid for labor and materials expended on the contract. Acceptable forms of payment bonds may include a cashier's check, certified check, or irrevocable letter of credit issued by a financial institution; a surety or blanket bond; United States Treasury bond; or certificate of deposit.

Performance Bond: (1) An instrument executed, subsequent to award, by a successful offeror that protects the public entity from loss in the case of the offeror's inability to complete the contract as agreed. (2) A risk mechanism that secures the fulfillment of all contract requirements.

Qualified Products List (QPL): A list of products identified by manufacturers' names and model numbers that are the only items that meet the minimum specifications as determined by the using entity. These products are used when quality is such a critical factor and testing so lengthy or expensive that the entity wants to stay with proven products.

Request for Proposals (RFP): The document used to solicit proposals from potential providers (proposers) for goods and services. Price is usually not a primary evaluation factor. An RFP provides for the negotiation of all terms, including price, prior to contract award. May include a provision for the negotiation of best and final offers. May be a single-step or multistep process.

Request for Qualifications (RFQu): A document that is issued by a procurement entity to obtain statements of the qualifications of potential responders (development teams or consultants) to gauge potential competition in the marketplace, prior to issuing the solicitation.

Request for Quotations (RFQ): Purchasing method generally used for small orders under a certain dollar threshold. A request is sent to suppliers along with a description of the commodity or services needed, and the supplier is asked to respond with price and other information by a predetermined date. Evaluation and recommendation for award should be based on the quotation that best meets price, quality, delivery, service, past performance, and reliability.

Single Source: A procurement decision whereby purchases are directed to one source because of standardization, warranty, or other factors, even though other competitive sources may be available.

Sole Source: A non-competitive method of procurement used when only one supplier possesses the unique ability or capability to meet the particular requirements of the entity or when only one supplier is practicably available.

Solicitation: An Invitation for Bids, Request for Proposals, telephone call, or any document used to obtain bids or proposals for the purpose of entering into a contract.

Suspension: (1) Prohibiting a supplier from submitting bids and proposals for a definite or indefinite period of time. (2) A temporary determination to exclude a supplier from obtaining any contracts for a period of time, usually before initiating debarment. Reasons for this action may include poor performance, late deliveries, violations of previous contract terms, etc. See also: *Debarment*.

STATE OF SOUTH CAROLINA)

COUNTY OF PICKENS) **RESOLUTION R-2026-08**

CITY OF CLEMSON)

A RESOLUTION TO ADOPT PROCUREMENT POLICIES AND PROCEDURES MANUAL

WHEREAS, the City of Clemson, a body of politic and corporate and a political subdivision of the State of South Carolina (the "City"), acting by and through its City Council (the "City Council") has previously adopted the City of Clemson Ordinance #CC-2024-12 amending text of Chapter 7, Section 7-11;

WHEREAS, the City recognizes the importance of ensuring fair and equitable treatment of all persons involved in public procurement, to maximize the procurement value of public funds, and to provide safeguards for maintaining a procurement system of quality and integrity;

WHEREAS, the City's staff have performed a comprehensive review of the Procurement Policies and Procedures Manual and presented such to the City Council; and

WHEREAS, the City Council has reviewed the Procurement Policies and Procedures Manual and determined that it is in the best interest of the City and its residents to adopt the Procurement Policies and Procedures Manual.

NOW, THEREFORE, Clemson City Council resolves to implement the Procurement Policies and Procedures Manual effective July 1, 2026, as required by SC Code Section 11-35-5320. The Procurement Policies and Procedures Manual is attached hereto and incorporated herein.

AND IT IS SO RESOLVED this 1st day of June, 2026.

_____

Mayor Robert Halfacre

(seal)

Attest:

_____

CITY OF CLEMSON
AGENDA ITEM REQUEST FORM

Requested By:
Leslie Wilder, Finance Director

Date Submitted: May 22, 2026

Council Meeting Date: June 1, 2026

Type of Request: (Choose Only One)
Policy/Action

Agenda Item Summary: (brief for public information and posted agenda)
Consider a Resolution to adopt the Purchasing Card Policy and Manual for the City of Clemson to be effective July 1, 2026. - Finance Director Leslie Wilder

Agenda Item Detail: (expand as necessary for clarification)



PURCHASING CARD

POLICY & MANUAL

July 2026

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INTRODUCTION

WHAT IS A PURCHASING CARD?

A purchasing card (P-card) is an acceptable alternate method for the purchase and payment of goods for the City. Cardholders are authorized to deal directly with vendors for purchases of goods using a this card. These purchases are only for official business on behalf of the City. The P-Card is a credit card and must be handled with the same care and security as your personal credit card.

PURPOSE OF THE PURCHASING CARD POLICY AND MANUAL

The Purchasing Card Policy and Manual is intended to present a uniform method of maintaining and accounting for the City of Clemson P-Card (Issued via Bank of America under State Contract) purchases. The procedures in this policy shall apply to all departments and employees having custody of City of Clemson P-Cards.

Annually, the procedures in this manual will be evaluated and modified, as necessary, to ensure accurate P-Card data processing.

OBJECTIVES

In addition to providing a point of reference to City of Clemson officials and others relative to purchase record keeping, the objectives of this manual are as follows:

- To assemble in one manual of reference the policies, procedures and instructions to be used in the accountability, maintenance, and record keeping of the P-Cards;
- To name the requirements and responsibilities of the various departments in the perpetuation of the Bank of America Works© System; and
- To provide examples and forms to be used in maintaining the P-Card system.

CONCLUSIONS

The integrity of this system is directly tied to the comprehension and cooperation of its users. It is important that all City of Clemson employees are aware of this system and the steps necessary to maintain it. It is equally important for employees to comply with accounting and maintenance procedures to properly utilize the system, as it will provide them with useful and timely management data.

Access to the Works© database may be allowed to employees and departments and updated as appropriate.

1.0 GETTING A P-CARD

1.1 *How do I get a P-Card?*

Before any P-Card is issued to an employee, the employee's Department Head must give approval. **Neither the employee nor the supervisor are to contact Bank of America to request a P-Card.** Instead, the Department Head must complete a P-card Request/Change form (Exhibit D) and submit to the Finance Department. The Department Head will set the credit limit. A copy of this procedure manual will be issued and the employee will be required to sign the Employee Acknowledgement before the card is assigned.

1.2 *Once I receive a P-Card, who can use it?*

Each employee authorized by the Department Head to have a P-Card will receive a card under his or her name and will be assigned a unique account number. Each P-Card should be used **only** by the employee whose name appears on the card. No other person is authorized to use your assigned P-Card.

2.0 MAKING A PURCHASE

2.1 *What can I buy with my P-Card?*

You may use the card to buy any goods that you have been authorized to purchase under $5,000. Any purchases over $5,000 will require an approved P-Card requisition form (Exhibit C) which follows the thresholds of the City's purchasing policy. Before making a purchase over $5,000 using the P-card, the requisition form along with the applicable quotes must be submitted for approval. Once the requisition form has been signed for approval, the purchase can be made. The signed requisition form along with all quotes shall be included with the receipt and monthly statement.

All services and agreements, including technology, shall follow the Procurement Policy.

2.2 *What can't I buy on my P-Card?*

The P-Card **cannot** be used for the following:

a. Personal purchases
b. Cash advances
c. Per diem meals
d. Alcohol and tobacco
e. Online purchases using a personal account
f. Fuel - unless traveling outside of the City in a City vehicle or the fuel pumps are down

2.3 *How much can I spend on my card?*

The credit limit will be determined by the Department Head for each employee. If there is a need to change an employee's credit limit, whether for a specific period or permanently, the Department Head will submit a P-Card Request/Change form (Exhibit D) to the Finance Department for this change to be made.

2.4 *Is the City of Clemson sales tax exempt?*

No, the City of Clemson is not exempt from sales taxes. The City will be liable to pay use tax for any purchases made out of state that do not contain tax. Please note use tax on the Clemson reconciliation report (Exhibit B).

2.5 *Do I need to follow any specific procedures before I buy something on my P-Card?*

a. Although quotes are not required for small purchases under $5,000, employees are expected to seek competition and the lowest prices for goods. The Procurement Policy should be followed in all cases.
b. All items purchased over the counter must be immediately available at the time of P-Card use. No prepayment for back ordering of merchandise is permitted.
c. When the goods are received, retain all shipping documentation and detailed receipt to turn into Finance with your monthly statement.

2.6 *Should I keep my receipts when I buy something with my P-Card?*

Yes. Whenever a purchase is made, whether over the counter, by telephone, or via the internet, documentation should be retained as proof of purchase. Receipts should be turned in with monthly statements to the Finance Department. Receipts for meals must be the itemized copy along with the reason for the purchase, names of the individuals included in the purchase, and the tip amount.

Copies must be made of all receipts printed on thermal paper to prevent fading and to ensure the longevity of the documentation.

2.7 *What if I lose a P-Card receipt?*

You are responsible for all receipts. You should keep all documentation in a file to compare against your monthly statement. If you do not have the receipt for a transaction listed on the monthly statement, you must attach an explanation to your monthly statement that includes a description of the item(s) purchased, date of purchase, vendor's name and reason for the lack of supporting documentation. The statement is to be submitted to your supervisor for approval. If you continue to misplace receipts, your card may be taken away.

3.0 RECONCILIATION

3.1 *How do I verify charges are correct?*

You or your department designee will be given access to the Bank of America "Works" program. Training will be provided on how to use the system. After purchases have posted to your account, you will receive an e-mail notifying you that transactions are ready for coding and sign off. Check each transaction listed in Works against your receipts and any shipping documents to verify the charges. Make sure all charges are correct and the goods were received or the services performed.

3.2 *What do I do after I have coded/signed off on the charges in the Works system?*

Retain all sales documentation (packing slips, invoices, sale receipts) until you receive your monthly statement. At that time, you, or your department designee, will need to print the monthly statement and the Clemson Reconciliation Report (Exhibit B), paper clip the receipts, (Note: please make copies of any receipts that are not on 8.5' X 11" paper), to your monthly statement, and give the signed documents to the Finance Department.

4.0 CREDITS AND RETURNS

4.1 *What if I am sent the wrong item or need to return an item that I bought on the P-Card?*

If an item purchased on the card is not satisfactory or received wrong, damaged, defective, etc., you are responsible for replacing the item or securing a credit.

Contact the vendor as soon as possible to explain the problem and inquire about return policies. The cardholder should give the vendor his or her P-Card number and ask for a credit or exchange. If a credit is given, you shall retain the appropriate transaction documentation to compare with the monthly statement and verify the credit.

4.2 *What if a credit does not appear on my next statement?*

If purchased items or credits are not listed on your monthly statement, you should hold on to the receipt or credit slip and check the next monthly statement. If the purchase or credit does not appear on the statement within 30 days after the date of purchase or initiation of the return/credit, notify the Finance Department.

4.3 *What if I have a charge on my monthly statement for something that I did not buy or I am charged too much? (This is a charge from a vendor that isn't considered fraud but a mistake by the vendor.)*

Contact the vendor and try to resolve any incorrect charge or overcharge. If the vendor cannot correct the problem, call the Finance Department to dispute the incorrect charge immediately on your behalf.

5.0 CARD SECURITY

5.1 *Who is ultimately responsible for the charges made on my P-Card?*

You, the cardholder, are responsible for safeguarding your P-Card and account number to the same degree you safeguard your personal credit information. If you are contacted by Bank of America or the Finance Department about some possible fraudulent charges, you will need to verify the charges. If you see charges on your statement that look fraudulent, you shall contact Bank of America to let them know that you did not make these purchases. You shall also notify your department head and/or the Finance Department either by emailing cocfinance@cityofclemson.org or calling any member of the finance team at 864-653-2036. If you are unable to reach someone in Finance, please call the Finance Director at 864-533-8085 (cell).

5.2 *What happens if I use the card for personal purchases or any unauthorized purchases?*

Any employee who makes unauthorized purchases or carelessly uses the P-Card may be liable for the total dollar amount of the unauthorized purchases plus any administrative fees charged by Bank of America in connection with the misuse. The employee may also have his or her card revoked and may be subject to disciplinary action, up to and including termination.

5.3 *What if my card is lost or stolen?*

If your P-Card is lost or stolen you shall immediately call VISA at 1-888-449-2273 to notify them of the loss. Additionally, you shall notify your department head and/or the Finance Department either by emailing cocfinance@cityofclemson.org or calling any member of the finance team at 864-653-2036. If you are unable to reach someone in Finance, please call the Finance Director at 864-533-8085 (cell).

If your P-card is stolen, you are required to file a police report in the jurisdiction where the card is stolen.

5.4 *Can I give my card to another City employee to use?*

No, the P-Card with your name on it is for your use **only.**

5.5 *Can I purchase items for other City employees?*

Yes, if another employee within your department needs to make a purchase and does not have a P-Card, you can make that purchase for them. Treat this purchase as your own, and save all documentation to reconcile with your monthly card statement.

6.0 OTHER QUESTIONS

6.1 *Will the P-Card have any impact on my personal credit line?*

No. The P-Card is a city liability, not a personal liability card.

6.2 *Under what circumstances might the use of my P-Card be declined?*

Your card will be declined if:

a. You have exceeded your monthly credit limit and have not signed off on your transactions in *Works;*
b. You attempt to use the card for an item you are not allowed to purchase; or
c. Your card has been flagged with fraudulent charges.

6.3 *What do I do if my P-Card is declined at the vendor?*

Call the Finance Department at 864-653-2036 and explain the situation. They will be able to call Bank of America and authorize the purchase, if appropriate. If you are unable to reach someone in the Finance Department, please call the Finance Director at 864-533-8085 (cell).

7.0 Definitions

Cardholder

The City employee to whom a written Delegation of Authority has been given granting the use of the Purchasing Card to make purchases within preset limits on behalf of the City.

Cash Advance

Withdrawing cash from the purchasing card. *This is prohibited on the Purchasing Card.*

Charge Slip/Documentation/Receipt

Itemized list of individual purchases.

Credit

Charged amount removed from total owed by the City.

Credit Limit

A maximum dollar value of charges that may be applied to a Cardholder's purchasing authority during a month.

Dispute

A formal request to Bank of America to investigate a transaction that you believe is wrong.

Monthly Statement

Monthly record of charges and credits.

Official Use

Authorized purchases for the City.

Purchasing Card

A credit card that is used as an alternative payment method.

Purchasing Card Provider

Our P-cards are issued by Bank of America.

Purchasing Card Request

A document issued by the Department Head that establishes the individual as an authorized Cardholder. The delegation of authority will specify spending limitations unique to that Cardholder.

Reconciliation

Balancing charge slips with monthly billing statement.

8.0 Exhibits

The exhibits shown on the following pages can be found in the Finance Forms – Shared Drive in the P-Card folder.

PURCHASING CARD - EMPLOYEE ACKNOWLEDGEMENT

I, _____, hereby request a Purchasing Card. As a cardholder I agree to comply with the following terms and conditions regarding my use of the card.

1. I understand that I am being entrusted with a valuable tool - a Purchasing Card - and will be making financial commitments on behalf of the City. I will strive to obtain the best value for the City through competitive bidding when possible.

2. I understand that the City is liable to Bank of America for all charges made on the card.

3. I agree to use this card for approved purchases only and agree not to charge personal purchases. The purchasing card is to be used only to make purchases at the request of, and for the legitimate business benefit of, the City of Clemson, South Carolina. I understand that the City may take appropriate action for any discrepancies.

4. I will follow the established procedures for the use of the purchasing card. Failure to do so may result in either losing my card privileges or other disciplinary actions.

5. I have been given a copy of the Purchasing Card Policy & Procedures Manual and understand the requirements for the card's use.

6. I agree to return the card immediately upon request or upon termination of employment (including retirement). Should there be any organizational change which causes my need for a card to likewise change, I also agree to return my card, if appropriate.

7. If the card is lost or stolen, I agree to notify my supervisor and the purchasing card administrator immediately and Bank of America by calling 1-888-449-2273.

Violations of these requirements may result in revocation of use privileges. Employees found to inappropriately use the purchasing card will be required to reimburse the City of Clemson for all costs associated with such improper use through direct payment or payroll deduction. Disciplinary action(s) may be taken per the City's Personnel Policies, up to and including termination. The City of Clemson will investigate and commence, in appropriate cases, criminal prosecution against any employee found to have misused the purchasing card or who violates the provisions of the card holder agreements.

I acknowledge receipt of the attached Purchasing Card Policy and agree to abide by said Policy.

Employee Name _____

Employee Signature _____

Department_____

Department Head _____

1250 Tiger Boulevard · Clemson, SC 29631 · (864) 653-2030 · (864) 653-2032

Employee Name

Card Last 4 Digits	Exactly Matches '8480'
Company Name	City of Clemson
Post Date	Between 2025-08-26 00:00:00 and 2025-09-25 00:00:00
Report Owner	Wilder, Leslie
Report Time	2025-12-08 14:50:02
Transaction Type	One of: Cash advance or Misc Credit or Misc Debit or Purchase

Card Last 4 Digits	Amount	Post Date	Purchase Date	Item Description
Item GL Combination	Item Tax	Card Current	Item Price	Total Card
8480	282.71	08/28/2025	08/27/2025	CLEMSON AUTO PARTS - ASSET 2649
100-6200-5311300-	0.00	0.00	282.71	BATTERUY 282.71
8480	30.13	09/05/2025	09/04/2025	ACE -TAPE/CABLE TIES/SPRINGS
100-6200-5311000-	0.00	0.00	30.13	30.13
report count: 2				
	0.00		312.84	312.84

City of Clemson
Purchasing Card Requisition Form

Vendor: _____

Purchaser's Name: _____

Department: _____

Request Date: _____

Reason for Purchase: _____

Description of Items	Account Number	Amount
Total		**$0.00**

_____ _____

Department Head Approval **Procurement Approval < $2,500**

_____ _____

Finance Approval < $5,000 **Administration Approval > $5,000**

City of Clemson
Purchasing Card Request Form

Date: _____

Department: _____

Employee Name: _____

Check all that apply:

New Card	☐	**Credit Limit Requested**	_____
Increase	☐	**Date to Return to original credit limit**	_____

_____ _____

Departmental Approval **Finance Approval**

STATE OF SOUTH CAROLINA)

COUNTY OF PICKENS) **RESOLUTION R-2026-09**

CITY OF CLEMSON)

A RESOLUTION TO ADOPT PURCHASING CARD POLICY AND MANUAL

WHEREAS, the City of Clemson, a body of politic and corporate and a political subdivision of the State of South Carolina (the "City"), acting by and through its City Council (the "City Council") to approved the State of South Carolina's Bank of America Purchasing Card Program;

WHEREAS, the program is ready to be fully implemented, including issuing purchasing cards to employees;

WHEREAS, the City's staff have performed a comprehensive review of the Purchasing Card Policy and Manual and presented such to the City Council; and

WHEREAS, the City Council has reviewed the Purchasing Card Policy and Manual and determined that it is in the best interest of the City and its residents to adopt the Purchasing Card Policy and Manual.

NOW, THEREFORE, Clemson City Council resolves to implement the Purchasing Card Policy and Manual effective July 1, 2026. The Purchasing Card Policy and Manual is attached hereto and incorporated herein.

AND IT IS SO RESOLVED this 1st day of June, 2026.

_____

Mayor Robert Halfacre

(seal)

Attest:

_____