

1. Agenda

Documents:

[2024_06_17AGENDA.PDF](#)

2. Meeting Materials

Documents:

[2024_06_17STREETSCAPE.PDF](#)
[2024_06_17DOWNTOWNBUILDING.PDF](#)
[2024_06_17LRTP.PDF](#)
[2024_06_17BUDGET.PDF](#)
[2024_06_17SUSTAINABILITY.PDF](#)
[2024_06_17EDAC.PDF](#)
[2024_06_17SETBACKS.PDF](#)
[2024_06_17CLEMSONCOTTAGES \(1\).PDF](#)



CITY OF Clemson SOUTH CAROLINA

Agenda, Clemson City Council
June 17th, 2024
Council Chamber, Clemson City Hall

6:00 p.m. Call To Order

Executive Session

Receive a legal briefing from City Attorney; SC Code Section 30-4-70 (a)(2)

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

6:30 p.m. Call To Order: Regular Council Meeting

Invocation and Pledge of Allegiance: Council Member Fulmer

Public Session: (3-minute limit per speaker)

Approval of Minutes: June 3rd, 2024

Reports/Discussion

- a. Schedule a public hearing date for the 2024-R-02 proposed text amendment (Nonresidential Setbacks and PD acreage). – Planning and Development Director Nathan Woods
- b. Consider a recommendation from the Economic Development Advisory Committee – Community Engagement Coordinator Lindsey Newton
- c. Staff Reports

Policy Action (2-minute limit per speaker)

Ordinances

- a. Consider 2nd reading of an ordinance to adopt the fiscal year 2024-2025 operating budget. – Finance Director Leslie Wilder
- b. Consider 2nd reading of an ordinance to establish a Sustainability Advisory Committee. – Council Member Watt

Resolutions

- a. Consider a resolution accepting the dedication of roads, storm drainage and sidewalks in Clemson Cottages and associated rights of ways and easements. – City Engineer Nathan Hinkle

Other Policy Items

- a. Consider awarding the Clemson, Anderson, Pickens (CAP) Comprehensive Long Range Transportation Plan (LRTP) contract to Stantec in the amount of \$248,000. – City Engineer Nathan Hinkle
- b. Consider awarding the downtown building design & demolition & temporary building contract to Hogan Construction Group in the amount of \$220,920. – City Engineer Nathan Hinkle

- c. Consider awarding the College Ave Street-scape Phase 1 design and construction management contract to SeamonWhiteside for an amount up to \$183,500. – City Engineer Nathan Hinkle

Mayor-Council reports/comments/new business

Adjourn



CITY OF CLEMSON
AGENDA ITEM REQUEST FORM

Requested By:

Date Submitted:

Council Meeting Date:

Type of Request: (check only one)

☐ Report/Discussion

☐ Policy/Action

☐ Executive Session

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

Agenda Item Detail: (expand as necessary for clarification)

Scope of Services

Division 1: Survey

1. Preparation of a Topographical Survey
 - a) Establish existing right-of-way
 - b) Hardscape Elements
 - c) Structures
 - d) Contours at 1-foot contour intervals and spot locations (NAVD 88)
 - e) Above ground utilities
 - f) Invert elevations on accessible sanitary sewer and storm drainage structures.
2. Underground utility locations marked by a private utility locator (surveyor to coordinate)

Note: Underground utility locations marked by a private utility locator to be coordinated by the surveyor and shown on the Topographical Survey.

Division 2: Conceptual Design (30% Design)

1. Use topographical survey and existing site data (previous studies, drone imagery, etc.) to create a base map. Research zoning and land development restrictions of property / right-of way including restrictive covenants (if applicable) along with utility availability (if necessary).
2. Prepare a Preliminary Conceptual Site Plan based on the 2018 Downtown Corridor Conceptual Master Plan (completed by Alta Planning + Design) noting potential issues and departures from this approved plan.
3. Review Preliminary Conceptual Site Plan with client and receive one (1) round of comments.
4. Prepare a revised, color-rendered Preliminary Conceptual Site Plan for use in Design Workshop.
5. At a single, day-long Design Workshop:
 - a) Visit the site to identify opportunities and constraints that have the potential to influence the design.
 - b) Meet with City staff and key stakeholders (as identified by City staff) to assess desires, needs, and goals of the project.
 - c) Prepare summary findings and review with City staff.
6. Coordinate with the following agencies and stakeholders on project requirements:
 - a. City of Clemson (site, landscape)
 - b. Local MS4 or SCDHEC (land disturbance)
 - c. Local fire marshal (access and circulation)
 - d. Clemson University (traffic light, connection to campus)
 - e. City of Clemson Environmental Consultant (contamination)
 - f. City of Clemson Police Substation Project (MPS Architects and Hogan Construction)
7. Revise and prepare the Conceptual Site Plan based on survey/site conditions, and Client/Stakeholder/Public Agency comments. Review with the City and their designated stakeholders and receive one (1) additional round of comments.
8. Revise and prepare Final Conceptual Site Plan based on agency review and available funding and review with the City and their designated stakeholders. This approved Final Conceptual Site Plan will be used as the basis for Design Development Drawings.

Division 3: Design Development (60% Design)

1. Prepare Design Development drawings based on approved Final Conceptual Site Plan that include the following:
 - a. Cover Sheet
 - b. Existing Conditions and Demolition Plan
 - c. Site Layout Plan and Details
 - d. Preliminary Grading and Drainage Plan
 - e. Preliminary Landscape and Hardscape Plan
 - f. Preliminary Lighting/Electrical Plans and Fixture Selections
2. Provide to City for review and coordination and revise based on Client input.

Division 4: Construction Documents

1. Based on comments received from the Client, construction drawings will be prepared to include the following:
 - a. Cover Sheet
 - b. Notes and Legend
 - c. Existing Conditions and Demolition Plan
 - d. Erosion, Sediment Control Plan and Details
 - e. Site Plan
 - f. Storm Water Pollution Prevention Plan (SWPPP report narrative)
 - g. Grading and Drainage Plan
 - h. Lighting/Electrical Plans and Details
 - i. Site and Drainage Details
 - j. Hardscape Plan
 - k. Hardscape Details – specialty paving, raised intersection/crosswalk, identification signage, decorative fencing, etc.
 - l. Site Furnishings Plan
 - m. Planting Plan
 - n. Plant Schedule and Details
 - o. Irrigation Plans (Note: Irrigation plans to be *provided by select vendor*)
 - p. Technical Specifications
2. Produce 90% Construction Documents for Client review.
3. Review and coordinate 90% progress set of plans with Design Team.
4. Produce final 100% Construction Documents based on coordination with Client and Design Team.

Division 5: Permitting

1. Submit construction drawings to the agencies having jurisdiction for review and permitting, including the following as applicable:
 - a. City of Clemson Planning and Engineering (site and landscape)
 - b. Local water authority (irrigation water service)
 - c. Local MS4 or SCDHEC (land disturbance)

Note: It is understood that no SCDOT permitting will be required.
2. Revise plans to address final agency comments for civil sitework and landscape construction documents. Resubmit for final permit set approval.



Division 6: Bidding / Negotiation Phase Services

1. Assist the Client during the bidding process by preparing and issuing Bid Documents (advertisement, front end specifications, bid form, etc.), attend pre-bid conference, answering questions, providing input for addenda, and assisting in the evaluation of bids (bid opening, tabulation and contractor recommendation).
2. Make recommendations on contractor selection. Client will make final contractor selection and prepare draft Contract for Construction (AIA-A101) for review by Client and Contractor (SW+ does not provide legal advice and recommends consulting an attorney before signature).
3. Attend a single pre-construction conference and prepare and distribute meetings minutes.

Note: If the project requires re-bidding, additional fees will apply.

Division 7: Required Construction Phase Services

The extent of construction phase services desired from SW+ is not presently defined. The Client is advised that SW+ must perform, at a minimum, the construction phase services listed below. These services are necessary in order to: a) provide observations and supporting documentation that is required as a condition of the construction permits; and b) in order to provide to the Client and ourselves, a reasonable level of assurance that the Work is in general compliance with the requirements of the Construction Contract Documents (CCD's). Unless other arrangements are negotiated, these services will be provided on an hourly rate basis.

1. Provide drawings and specifications to Client/Architect for inclusion in Bid Documents (assuming that SW+ is not administering the bidding) and respond to bid related questions from the Client/Architect.
2. During construction, interpret plans, and answer Contractor questions when requested.
3. Review Contractor's site work related shop drawing and product data submittals to confirm general conformance with the requirements of the Contract Documents.
4. Provide construction observation as follows:
 - a. Schedule, attend, and document preconstruction meetings prior to initiation of work on key Project systems. Such meetings shall be intended to facilitate communication and to minimize potential mistakes by the installing personnel due to a misunderstanding of the Work requirements.
 - b. SW+ shall visit the site, at intervals appropriate to the stage of construction, in order to observe the progress and quality of the work completed by the Contractor. Such visits and observations are not intended to be an exhaustive check or a detailed inspection of the Contractor's work but rather allow SW+, as an experienced professional, to become generally familiar with the work in progress and to determine, in general, if the work is proceeding in accordance with the CCD's.
 - c. Based on this general observation, SW+ shall keep the Client informed about the progress of the work and shall endeavor to guard the Client against deficiencies in the work.
 - d. SW+ shall not supervise, direct, or have control over the Contractor's work nor have any responsibility for the construction means, methods, techniques, sequences, or procedures selected by the Contractor nor for the Contractor's safety precautions or programs in connection with the work. These rights and responsibilities are solely those of the Contractor in accordance with the CCD's.
 - e. SW+ shall not be responsible for any acts or omissions of the Contractor, subcontractor, any entity performing any portions of the work, or any agents or employees of any of them. SW+ does not guarantee the performance of the Contractor and shall not be responsible for the Contractor's failure to perform its work in accordance with the CCD's or any applicable laws, codes, rules, or regulations.

Division 8: Coordination Meetings / Conference Call

- 1. Attend coordination meetings with OAC team members providing status and updates for civil and landscape design / permitting. For the purposes of this proposal, this division is to cover meetings requested outside of those specifically included in the divisions above and anticipates approximately 20 meetings.

Notes:

- 1. *Geotechnical studies, environment audits, structural design of retaining walls greater than 3' in height, design of site lighting, traffic studies, and other supporting services not defined in the scope of this proposal, should they be required, will provided by the Client through separate contract with outside consultant(s).*
- 2. *Client shall be responsible for the payment of application and permit fees, impact and tap fees, inspection fees, maintenance fees, bonds, and other agency charges associated with the permitting and construction of the Project.*
- 3. *Coverage under the SC NPDES General Permit for Construction Activities (NPDES) is required prior to initiation of land disturbing activities. A prerequisite to coverage is the submittal to, and approval of, a SWPPP by the local agency having jurisdiction under the SCDHEC MS4 program. In addition to initial erosion and sediment control measures, the SWPPP also includes various other provisions outside of the scope of the construction drawings. The SWPPP is intended to be a framework outlining measures that are intended to be implemented and maintained throughout the construction period. As a result, additional efforts related to the implementation, maintenance, and updating of the SWPPP are required during construction. Some of these must be performed by SW+ and others can be performed by SW+ or other parties.*
- 4. *SW+ recognizes that design refinement and problem solving are iterative processes. However, it must also be recognized that excessive and continuous design changes are impossible to accurately quantify and are, therefore, outside of the scope of this proposal. We understand that a design will evolve during the submittal and review processes and we do intend for these types of adjustments to be included. However, extensive and continuous design changes that are beyond the scope of those typical for a project of similar size and complexity will be charged as additional services on an hourly rate basis.*
- 5. *Early in the design process, the Client shall coordinate with SW+ to establish a site work and landscaping construction budget. Once the budget is established, project design will proceed in accordance with the scope and quality criteria defined as the basis for preparing the budget. After final design and preparation of CD's is underway, any Client requested changes that are inconsistent with the originally established scope and quality criteria will be charged as additional services on an hourly rate basis.*
- 6. *During construction, construction drawing revisions due to changes in field conditions that are beyond SW+'s control will be provided on an hourly rate or negotiated fee basis.*

Fees:

Division 1:	Survey.....	\$8,500
Division 2:	Conceptual Design (30% Design).....	\$29,500
Division 3:	Design Development (60% Design).....	\$34,000
Division 4:	Construction Documents.....	\$53,500
Division 5:	Permitting.....	\$17,500
Division 6:	Bidding and Negotiation.....	\$8,500
Division 7:	Construction Phase Services.....	Hourly (estimated fee range \$20,000 - \$25,000)
Division 8:	Coordination Meetings/Conference Calls	Hourly (estimated fee range \$5,000 - \$7,000)

Hourly rate services and/or additional services shall be invoiced according to the table below:

SW+ current hourly rates are as follows (see note below):

Principal in Charge.....	\$275.00
Managing Principal.....	\$250.00
Professional Support.....	\$100.00
Administrative Support.....	\$80.00

Landscape Architecture

Director.....	\$210.00
Senior Landscape Architecture Team Leader/Practice Leader 2.....	\$200.00
Landscape Architecture Team Leader/Practice Leader 1.....	\$190.00
Senior Landscape Architecture Project Manager 3/Senior Land Planner 3.....	\$190.00
Senior Landscape Architecture Project Manager 2/Senior Land Planner 2.....	\$180.00
Senior Landscape Architecture Project Manager 1/Senior Land Planner 1.....	\$175.00
Landscape Architecture Project Manager/Land Planner 5.....	\$170.00
Landscape Architecture Project Coordinator/Land Planner 4.....	\$165.00
Land Planner 3.....	\$160.00
Land Planner 2.....	\$150.00
Land Planner 1.....	\$140.00

Civil Engineering

Director.....	\$210.00
Senior Civil Engineering Team Leader/Practice Leader 2.....	\$200.00
Civil Engineering Team Leader/Practice Leader 1.....	\$190.00
Senior Civil Engineering Project Manager 3/Senior Designer 3.....	\$190.00
Senior Civil Engineering Project Manager 2/Senior Designer 2.....	\$180.00
Senior Civil Engineering Project Manager 1/Senior Designer 1.....	\$175.00
Civil Engineering Project Manager/Civil Designer 5.....	\$170.00
Civil Engineering Project Coordinator/Civil Designer 4.....	\$165.00
Civil Designer 3.....	\$160.00
Civil Designer 2.....	\$155.00
Civil Designer 1.....	\$145.00
Senior CAD Technician.....	\$150.00
CAD Technician 4.....	\$140.00
CAD Technician 3.....	\$130.00
CAD Technician 2.....	\$120.00
CAD Technician 1.....	\$110.00

Construction Administration

Director.....	\$210.00
Construction Administration Team Leader.....	\$190.00
Senior Construction Administration Project Manager.....	\$175.00
Construction Administration Project Manager.....	\$170.00
Construction Administration Project Coordinator.....	\$165.00
Construction Administration Field Representative 2.....	\$150.00
Construction Administration Field Representative 1.....	\$140.00
Entitlements Manager.....	\$140.00
Permitting Coordinator.....	\$130.00

Surveying

Director.....	\$200.00
Surveying Team Leader.....	\$190.00
Surveying Crew Chief.....	\$120.00



3 Man Survey Crew.....	\$240.00
2 Man Survey Crew.....	\$180.00
CAD Technician 4.....	\$140.00
CAD Technician 3.....	\$130.00
CAD Technician 2.....	\$120.00
CAD Technician 1.....	\$110.00

Note: Hourly rates are subject to change October 1 of each year. Hourly rates to be invoiced shall be those in effect at the time services are provided.

Office reimbursable expenses will be billed at the rates listed in the table below plus a 10% handling fee:

Mileage outside of the local area \$0.67 per mile
(Local area is defined as the metropolitan area of the originating office of the proposal)

Printing of construction and project drawings (\$0.40 per sq ft)

24 x 36.....	\$2.40 each
30 x 42.....	\$3.50 each
36 x 48.....	\$4.80 each

Color inkjet plotting (\$8.00 per sq ft)

24 x 36.....	\$48.00 each
30 x 42.....	\$70.00 each
36 x 48.....	\$96.00 each

Black and white inkjet plotting (\$2.00 per sq ft)

24 x 36.....	\$12.00 each
30 x 42.....	\$17.50 each
36 x 48.....	\$24.00 each

Black and white Xerox copies

8½ x 11.....	\$0.20 each
8½ x 14.....	\$0.25 each
11 x 17.....	\$0.35 each

Color Xerox copies

8½ x 11.....	\$1.00 each
8½ x 14.....	\$2.75 each
11 x 17.....	\$3.50 each

When an estimated fee range is indicated, this estimate was made based on current understanding of project scope and/or construction duration. If it becomes apparent that this estimate will be exceeded, we will notify Client in advance of reaching the upper limit of the indicated range.

Other project related reimbursable expenses, such as but not restricted to postage, long distance telephone calls, travel expenses, courier fees, and agency permitting fees will be billed at actual cost plus a 10% handling fee. Fees for outside subconsultants will be billed at actual cost plus a 15% handling fee. Fees and reimbursable expenses will be invoiced every 4 weeks.

Should you find this Contract and attached General Terms of Agreement acceptable, please confirm by signing in the space provided below and return one executed original to our office. We look forward to working with you on this project.

Should you have any questions or need additional information, please call our office.



SEAMON, WHITESIDE & ASSOCIATES, INC.



Joe Bryant, PE, LEED® AP
Executive VP/Managing Principal | Greenville/Spartanburg

JB/cw

Accepted By:

Signature and Title	Date
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SEAMON, WHITESIDE & ASSOCIATES, INC. (SW+/CONSULTANT)
GENERAL TERMS OF AGREEMENT

1. **The Agreement.** This document/agreement will serve as a contract for the proposed professional services. This Agreement is to be governed by the law of the State of South Carolina. This Agreement contains the entire and fully integrated agreement between the parties and supersedes all prior and contemporaneous negotiations, representations, agreements or understandings, whether written or oral. This Agreement can be supplemented or amended only by a written document executed by both parties. Provided, however, that any conflicting or additional terms on any purchase order issued by the Client shall be void and are hereby expressly rejected by the Consultant. Any provision in this Agreement that is unenforceable shall be ineffective to the extent of such unenforceability without invalidating the remaining provisions. The non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement.
2. **Consultant's Scope of Services and Additional Services.** The Consultant's undertaking to perform professional services extends only the services specifically described in this Agreement. However, if requested by the Client and agreed by the Consultant, the Consultant will perform Additional Services, which shall be governed by these provisions. Unless otherwise agreed to in writing, the Client shall pay the Consultant for any Additional Services an amount based upon the Consultant's then-current hourly rates plus an amount to cover certain direct expenses including in-house duplicating, local mileage, telephone calls, postage, and word processing.
3. **Period of Services.** Unless otherwise stated herein, the Consultant will begin work timely after receipt of a properly executed copy of this Agreement and any required retainer amount. This Agreement is made in anticipation of conditions permitting continuous and orderly progress through completion of services. Times for performance shall be extended as necessary for delays or suspensions due to circumstances that the Consultant does not control. If such delay or suspension extends for more than six months (cumulatively), Consultant's compensation shall be renegotiated. Furthermore, if the services covered by this Agreement have not been completed within 12 months of the date hereof, through no fault of SW+, the amounts of the compensation, rates and multiples set forth herein are subject to equitable adjustment.
4. **Assignment.** Neither party to this Agreement shall transfer, sublet or assign any rights or duties under or interest in this Agreement, including but not limited to monies that are due or monies that may be due, without the prior written consent of the other party. Subcontracting to subconsultants, normally contemplated by the Consultant as a generally accepted business practice, shall not be considered an assignment for purposes of this Agreement.
5. **Execution Authority.** The individual executing this Contract, if acting on behalf of a partnership, corporation, or funding agency, represents that he has the authority to do so.
6. **Changed Conditions.** The Client shall rely on the Consultant's judgment as to the continued adequacy of this agreement in light of occurrences or discoveries that were not originally contemplated by or known to the Consultant. Should the Consultant call for the contract renegotiation, the Consultant shall identify the changed conditions necessitating renegotiation and the Consultant and the Client shall promptly and in good faith enter into renegotiation of this Agreement. If terms cannot be agreed to, the parties agree that either party has the absolute right to terminate this Agreement.
 - 6.1. The Consultant shall put forth reasonable professional efforts to comply with codes, regulations, ordinances, and laws in effect as of the date of the Agreement. Modifications to said ordinances, regulations, etc. that occur after the Agreement date and that would impact the project through an expansion of services would constitute additional services.
7. **Termination.** Either the Client or the Consultant may terminate this agreement at any time with or without cause upon giving the other party five (5) calendar days prior written notice. The Client shall within seven (7) calendar days of termination pay the Consultant for all services rendered and all costs incurred up to the date of termination, in accordance with the compensation provisions of this contract.
8. **Standard of Care.** In providing services under this agreement and complying with applicable laws, ordinances, and regulations, including the Americans with Disabilities Act, the Consultant will endeavor to perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time and in the same or similar locality.

- 8.1. The Americans with Disabilities Act (ADA) provides that it is a violation of the ADA to design and construct a facility for first occupancy later than January 26, 1993, that does not meet for accessibility and usability requirements of the ADA except where an entity can demonstrate that it is structurally impractical to meet such requirements. The Client acknowledges that the requirements of the ADA will be subject to various and possibly contradictory interpretations. The Consultant, therefore, will use his or her reasonable professional efforts to interpret applicable ADA requirements and other federal, state and local laws, rules, codes, ordinances and regulations as they apply to the project. The Consultant, however, cannot and does not warrant or guarantee that the Client's project will comply with interpretations of ADA requirements and/or requirements of other federal, state and local laws, rules, codes, ordinances and regulations as they apply to the project.
9. **Certifications.** The terms "Certification," "Certify," and "Certified," as used in lending or regulatory agency documents which require the rendering of a professional opinion concerning compliance with such documents shall mean a statement by a Licensed Professional representing that professional services have been performed by him or under his direct supervision and, based upon the Licensed Professional's knowledge, information and belief, are consistent with commonly accepted local standards of practice; NO GUARANTEE OR WARRANTY IS EITHER EXPRESSED OR IMPLIED.
10. **Client's Responsibilities.** In addition to other responsibilities described herein or imposed by law, the Client shall:
- 10.1. Designate in writing a person to act as its representative with respect to this Agreement, such person having complete authority to transmit instructions, receive information, and make or interpret the Client's decisions.
 - 10.2. Provide all information and criteria as to the Client's requirements, objectives, and expectations for the project including all numerical criteria that are to be met and all standards of development, design, or construction.
 - 10.3. Furnish, at the Client's expense, all information, requirements, geotechnical reports, data, surveys and instructions required by this Agreement. The Consultant may use such information, requirements, geotechnical reports, data, surveys and instructions in performing its services and is entitled to rely upon the accuracy and completeness thereof.
 - 10.4. Client agrees to not hold Consultant responsible for errors or omissions in Consultant's work that are directly attributable to errors or incorrect data provided to Consultant by Client or Client's other consultants. Client further acknowledges that any redesign or corrective efforts required by Consultant resulting from incorrect information provided by Client or Client's other consultants will be paid for by the Client as additional services.
 - 10.5. Arrange for access to the site and other private or public property as required for the Consultant to provide its services.
 - 10.6. Review all documents or oral reports presented by the Consultant and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of the Consultant.
 - 10.7. Give prompt written notice to the Consultant whenever the Client becomes aware of any development that affects the scope, timing, or payment of the consultant's services or any defect or noncompliance in any aspect of the project.
 - 10.8. Bear all costs for the payment of fees associated with the project. Such fees would include but not be limited to permit review and application fees, impact fees, and capTown fees. The Consultant will notify the client regarding the amount of fees and timing of payment.
11. **Method of Payment.** The Client agrees to pay the Consultant's invoices in a timely manner:
- 11.1. The Client agrees to pay the Consultant for work performed in accordance with the terms of this Contract, without regard to the success of the project.
 - 11.2. For any payment, not reasonably in dispute, that is not received within 30 days, the Client shall pay a service charge on the past due amount, including interest at the rate of 1½% per month.
 - 11.3. If payment is not received within 60 days, the Consultant may at their option and with five days written notice, suspend services or terminate this Agreement on the grounds of substantial nonperformance by the Client. Should SW+'s right of suspension or termination be exercised, they shall not be liable to the Client for delays or damages caused by the suspension or termination.
 - 11.4. Payments on invoices submitted by SW+ for services performed shall not be delayed, postponed or otherwise withheld pending completion or success of construction, or receipt of funding from lending institutions, government grants, or other sources.
 - 11.5. No deductions shall be made from the Consultant's compensation on account of liquidated damages or on account of cost in changes in the Work, other than those for which the Consultant has been finally determined to be liable. Invoices for payment shall not be offset by any claims for withholding or deductions by the Client unless the Consultant agrees or has been finally determined liable for such amounts.

11.6. The Consultant shall be entitled to reimbursement by the Client for reasonable fees and expenses when collection through an attorney or collection agency is necessary.

12. **Fees Not Dischargeable.** The Client agrees that any debt owed to the Consultant for professional services provided is non-dischargeable in bankruptcy meaning that any fees owed would survive in the event that the Client should ever declare bankruptcy.
13. **Fee Resolution.** The parties hereto consent that the exclusive forum for resolving any fee dispute/claim arising under this agreement shall be the Court of Common Pleas (Non-Jury) in the county of the originating office of this proposal: Charleston County or Greenville County, South Carolina.
14. **Dispute Resolution.** In an effort to resolve any conflicts that arise during the design or construction of the project or following the completion of the project, the Consultant and Client agree that all disputes between them arising out of or relating to this Agreement shall be submitted first to mediation in accordance with the Construction Industry Mediation Procedures of the American Arbitration Association as a precedent to litigation.
15. **Attorney Fees.** In the event legal action is necessary to enforce the payment terms of this Agreement, the Consultant shall be entitled to collect from the Client any judgment or settlement sums due, plus reasonable attorneys' fees, court costs and other expenses incurred by the Consultant for such collection action and, in addition, the reasonable value of the Consultant's prevailing fee schedule and expense policies.
16. **Statutes of Limitations.** Causes of action between the parties to this Agreement pertaining to acts or failures to act shall be deemed to have accrued and the applicable statutes of limitations shall commence to run not later than either the date of Substantial Completion for Acts or failures to act occurring prior to Substantial Completion or the date of issuance of the final Certificate for payment for acts or failures to act occurring after Substantial Completion. In no event shall such statutes of limitations commence to run any later than the date when the Consultant's services are substantially completed.
17. **Limitation of Liability.** The Client agrees to limit the liability of the Consultant and Consultant's officers, directors, partners, employees, owners, and subconsultants for any and all claims, losses, costs, and damages of any nature whatsoever that arise out of any cause of action, so that the total aggregate liability of the Consultant and Consultant's officers, directors, partners, employees, owners, and subconsultants shall not exceed \$50,000.
18. **Certificate of Merit.** The Client shall make no claim for professional negligence, either directly or in a third-party claim, against the Consultant unless the Client has first provided the Consultant with a written certification executed by an independent Consultant currently practicing in the same discipline as the Consultant and licensed in the State of South Carolina. This certification shall: a) contain the name and license number of the certifier; b) specify each and every act or omission that the certifier contends is a violation of the standard of care expected of a Consultant performing professional services under similar circumstances; and c) state in complete detail the basis for the certifier's opinion that each such act or omission constitutes such a violation. This certificate shall be provided to the Consultant not less than thirty (30) calendar days prior to the presentation of any claim or the institution of any arbitration or judicial proceeding.
19. **Insurance.** The Client is advised to seek the advice of a qualified insurance professional with regarding any and all insurance requirements for the project. The Client agrees to indemnify the Consultant from damages arising from inadequate insurance coverage for the project. The Consultant carries Workers' Compensation insurance, professional liability insurance and general liability, and automobile insurance. If the Client directs the Consultant to obtain increased insurance coverage, the Consultant will take out such additional insurance, if obtainable, at the Client's expense.
20. **Betterment.** If, due to the Consultant's error, any required item or component of the project is omitted from the project construction documents prepared by Consultant or any other entity retained by Client to perform services for the Project, the Consultant shall not be responsible for paying the cost to add such item or component to the extent that such item or component would have been otherwise necessary to the project or otherwise adds value or betterment to the project. In no event will the Consultant be responsible for any cost or expense that provides betterment, upgrade or enhancement of the project.
21. **Use of Documents.** SW+ and its subconsultants shall be deemed the authors and owners of their respective Instruments of Service, including the Surveys, Drawings, Specifications, Reports, Field Data, Notes and other documents whether handwritten or in electronic form, and shall retain all common law, statutory and other reserved rights, including copyrights thereto.

- 21.1. The Client acknowledges the Consultant's construction documents, including electronic files, as the work papers of the Consultant and the Consultant's instruments of professional service. Nevertheless, the final construction documents prepared under this Agreement shall become the property of the Client upon completion of the services and payment in full of all monies due to the Consultant. The Client shall not reuse or make any modification to the construction documents without the prior written authorization of the Consultant. The Client shall not provide the Consultant's Surveys or other construction documents in any format to any third-party without the written consent of Consultant. The Client agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless the Consultant, its officers, directors, employees and subconsultants (collectively, Consultant) against any damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising from or allegedly arising from or in any way connected with the unauthorized reuse or modification of the construction documents by the Client or any person or entity that acquires or obtains the construction documents from or through the Client without the written authorization of the Consultant.
- 21.2. Under no circumstances shall the transfer of ownership of the Consultant's drawings, specification, electronic files or other instruments of service be deemed a sale by the Consultant, and the Consultant makes no warranties, either express or implied, of merchantability and fitness for any particular purpose, nor shall such transfer be construed or regarded as any waiver or other relinquishment for the Consultant's copyrights in any of the foregoing, full ownership of which shall remain with the Consultant, absent the Consultant's express prior written consent.
22. **Electronic Documents.** The Consultant may furnish to the Client and other parties as required during the execution of the Work, documents in electronic form. The Client shall agree to the following terms with regard to distribution and use of documents in electronic form:
- 22.1. In accepting and utilizing any drawings, reports and data on any form of electronic media generated and furnished by the Consultant, the Client agrees that all such electronic files are instruments of service of the Consultant, who shall be deemed the author, and shall retain all common law, statutory law and other rights, without limitation, including copyrights.
- 22.2. The Client agrees not to reuse these electronic files, in whole or in part, for any purpose other than for the Project. The Client agrees not to transfer these electronic files to others without the prior written consent of the Consultant. The Client further agrees to waive all claims against the Consultant resulting in any way from any unauthorized changes to or reuse of the electronic files for any other project by anyone other than the Consultant.
- 22.3. The Client and the Consultant agree that any electronic files furnished by either party shall conform to the project specifications. Any changes to the electronic specifications by either the Client or the Consultant are subject to review and acceptance by the other party. If the Consultant is required to expend additional effort to incorporate changes to the electronic file specifications made by the Client, these efforts shall be compensated for as Additional Services.
- 22.4. Electronic files furnished by either party shall be subject to an acceptance period of fourteen (14) days during which the receiving party agrees to perform appropriate acceptance tests. The party furnishing the electronic files shall correct any discrepancies or errors detected and reported within the acceptance period. After the acceptance period, the electronic files shall be deemed to be accepted and neither party shall have any obligation to correct errors or maintain electronic files.
- 22.5. The Client is aware that differences may exist between the electronic files delivered and the printed hard-copy construction documents. In the event of a conflict between the signed construction documents prepared by the Consultant and electronic files, the signed or sealed hard-copy constructions shall govern.
- 22.6. In addition, the Client agrees, to the fullest extent permitted by law, indemnify and hold harmless the Consultant, its officers, directors, employees and subconsultants (collectively, Consultant) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising from any changes made by anyone other than the Consultant from any reuse if the electronic files without the prior written consent of the Consultant.
- 22.7. Under no circumstances shall delivery of electronic file for use by the Client be deemed a sale by the Consultant, and the Consultant makes no warranties, either express or implied, of merchantability and fitness for any particular purpose. In no event shall the Consultant be liable for indirect or consequential damages as a result of the Client's use or reuse of the electronic files.
23. **Construction Phase Services.**

- 23.1. If the Consultant's services include the preparation of documents to be used for construction and SW+ is not retained to make appropriate site observation visits, the Client assumes all responsibility for interpretation of the documents and for construction observation. It is further agreed that the Client will defend, indemnify and hold harmless Consultant from any claim or suit whatsoever, including but not limited to all payments, expenses or costs involved, arising from the contractor's performance or the failure of the contractor's work to conform to the design intent and the contract documents.
- 23.2. If the Consultant provides construction phase services, the Consultant shall have no responsibility for any contractor's means, methods, techniques, equipment choice and usage, sequence, schedule, safety programs, or safety practices, nor shall SW+ have any authority or responsibility to stop or direct the work of any contractor. The Consultant's observation visits will be for the purpose of endeavoring to provide the Client a greater degree of confidence that the completed work of its contractors will generally conform to the construction documents prepared by the Consultant. The Consultant neither guarantees the performance of contractors, nor assumes responsibility for any contractor's failure to perform its work in accordance with the contract documents.
- 23.3. The Client agrees that it would be unfair to hold Consultant liable for problems that might occur should Consultant's plans, specifications or design intents not be followed, or for problems resulting from others' failure to obtain and/or follow Consultant's guidance with respect to any errors, omissions, inconsistencies, ambiguities or conflicts which are detected or alleged to exist in or as a consequence of implementing Consultant's plans, specifications or other instruments of service. Accordingly, the Client waives any claim against Consultant, and agrees to defend, indemnify and hold Consultant harmless from any claim for injury or losses that results from failure to follow Consultant's plans, specifications or design intent, or for failure to obtain and/or follow Consultant's guidance with respect to any alleged errors, omissions, inconsistencies, ambiguities or conflicts contained within or arising as a result of implementing Consultant's plans, specifications or other instruments of services. The Client also agrees to compensate Consultant for any time spent and expenses incurred by Consultant's prevailing fee schedule and expense reimbursement policy.
- 23.4. The Consultant is not responsible for any duties assigned to the Consultant in the construction contract that are not expressly provided for in this Agreement. The Client agrees that neither the professional activities of Consultant, nor the presence of Consultant's employees and sub-consultant at a construction site, shall relieve the general contractor and any other entity of their obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending or coordinating all portions of the work of construction in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. Consultant and its personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions. The Client agrees that the General Contractor is solely responsible for job safety and warrants that this intent shall be made evident in the Client's Agreement with the general contractor. The Client also agrees that the Client, Consultant and Consultant's subconsultants shall be indemnified and shall be made additional insureds under the general contractor's general liability insurance policy.
24. **Certifications.** The Consultant shall not be required to execute certifications or third-party reliance letters that are inaccurate, that relate to facts of which the Consultant does not have actual knowledge, or warrant the existence of conditions whose existence and accuracy the Consultant cannot ascertain, or that would cause the Consultant to violate applicable rules of professional responsibility. The Client also agrees not to make resolution of any dispute with the Consultant or payment of any amount due to the Consultant in any way contingent upon the Consultant's signing any such certification.
- 24.1. The Client shall indemnify and hold the Engineer harmless from and against any and all judgments, losses, damages, and expenses (including attorney fees and defense costs) arising from or related to claims by third parties to challenge the issuance of permits or certificates for the Project by agencies with jurisdiction in the premises. Defense costs shall include the time and expenses of the Engineer's personnel to assist in the defense of the issuance of the permit or certificate.
25. **Certifications, Guarantees and Warranties.** The Consultant shall not be required to sign any documents, no matter by whom they may be requested, that would result in the Consultant having to certify, guarantee or warrant the existence of conditions which the Consultant cannot ascertain. The Client also agrees that it has no right to make the resolution of any

dispute with the Consultant or the payment of any amounts due to the Consultant in any way contingent upon the Consultant's signing any such certification.

25.1. The Client shall indemnify and hold the Consultant harmless from and against any and all judgments, losses, damages, and expenses (including attorney fees and defense costs) arising from or related to claims by third parties to challenge the issuance of permits or certificates for the Project by agencies with jurisdiction in the premises. Defense costs shall include the time and expenses of the Engineer's personnel to assist in the defense of the issuance of the permit or certificate.

26. **SWPPP Services.** Where the Consultant provides SWPPP related services, the information contained in the SWPPP represents a planning tool to assist the Client, and his co-permittees, in complying with environmental regulations during the Project construction. The decisions on how to operate the construction site rest solely with the Client/co-permittees and not with the Consultant. The Client agrees to indemnify the Consultant from damages and fines resulting from the operational decisions of the Client/co-permittees, or the failure of the Client/co-permittees to follow the recommendations as outlined in the SWPPP.
27. **NPDES Permit.** In instances where an NPDES Permit remains in effect beyond the termination of other services described in this proposal, the Consultant's responsibilities for SWPPP related services shall cease at a time concurrent with the termination of other services. If the Client wishes for SWPPP-related services to continue beyond that time, they shall be agreed to under a separate Contract.
28. **Shop Drawing Review.** The Consultant shall review and approve Contractor submittals, such as shop drawings, product data, samples and other data, as required by the Consultant, but only for the limited purpose of checking for conformance with the design concept and the information expressed in the contract documents. The review shall not include review of the accuracy or completeness of details, such as quantities, dimensions, weights or gauges, fabrication processes, construction means or methods, coordination of the work with other trades or construction safety precautions, all of which are sole responsibility of the Contractor. The Consultant's review shall be conducted with reasonable promptness while allowing sufficient time in the Consultant's judgment to permit adequate review. Review of specific item shall not indicate that the Consultant has reviewed the entire assembly of which the item is a component. The Consultant shall not be responsible for any deviations from the contract documents not brought to the attention of the Consultant in writing by the Contractor. The Consultant shall not be required to review partial submissions or those for which submissions of correlated items have not been received.
29. **Signage.** As used in this Agreement, the term sign shall mean any sign structure or combination of sign structure and message in the form of outdoor sign, display, message, poster, billboard, advertisement, logo, symbol, or other form, which is designated to advertise or inform, any part of a message or information contents.
- 29.1. **Signs Required by Law.** The Client agrees to allow the Consultant to adhere to the location of the professional services provided by the Consultant, signs which are required by law, statute, or regulatory body to be displayed.
- 29.2. **Consultant Sign.** The Client agrees to allow the Consultant to adhere to the location of the professional services by the Consultant, signs which advertise the Consultant's professional services. The Client agrees to allow all signs to remain at the location of the professional services for the duration of the Period of Services as defined in section 3 of this Agreement. The Client may request the exact specifications of the signs prior to installation on or at the site.
- 29.3. **Sign Permits.** In the event the location of the professional services by the Consultant is located in a county, municipality, or township, which requires pre-approval and/or permits to display signs, the Client will work with the Consultant in a reasonable manner obtain the necessary permissions and/or approvals.
30. **Definition of "Hazardous Materials".** As used in this Agreement, the term hazardous materials shall mean any substances, including without limitation asbestos, toxic or hazardous waste, OCBs, combustible gases and materials, petroleum or radioactive materials (as each of these is defined in applicable federal statutes) or any other substances under any conditions and in such quantities as would pose a substantial danger to persons or property exposed to such substances at or near the Project site.
- 30.1. **Hazardous Materials - Suspension of Services.** Both parties acknowledge that the Consultant's scope of services does not include any services related to the presence of any hazardous or toxic materials. In the event the Consultant or any other person or entity involved in the project encounters any hazardous or toxic materials, or should it become known to the Consultant that such materials may be present on or about the jobsite or any adjacent areas that may

affect the performance of the Consultant's services, the Consultant may, at its sole option and without liability for consequential or any other damages, suspend performance of its services under this Agreement until the Client retains appropriate qualified consultants and/or contractors to identify and abate or remove the hazardous or toxic materials and warrants that the jobsite is in full compliance with all applicable laws and regulations.

30.2. Hazardous Substances and Conditions. This contract does not specifically address environmental pollution audits at any level, testing or visual inspection for environmental risks of pollution or hazardous materials wither on or relating to the site. Because of the Client waives any claim against the Consultant and agrees to defend, indemnify, and hold the Consultant harmless for any alleged environmental risks or hazardous materials. We further recommend that environmental audits, reports or cleanup be performed by the client in a timely manner and under separate contract.

31. Non-Solicitation. During the Period of Services as outlined in Provision 3 of this Agreement and ending one year following the Termination of this Agreement or the completion of Professional Services by the Consultant, the Client shall not, without prior written consent, directly or indirectly; (1) solicit or encourage any person to leave the employment of the Consultant or its affiliates; or (2) hire, on behalf of the Client or any other person or entity, any person who has left the employment of the Consultant within one year following the termination of that person's employment with the Client or its affiliates. The Client agrees that during the Period of Services by the Consultant and one year following the Termination of this Agreement, or completion of the Professional Services by the Consultant as defined in this Agreement, that the Client will not, whether for its own gain or for the gain of any other person or entity, interfere with the relationship of the Consultant or its affiliates with, or endeavor to entice away from the Consultant, any person who during the Period of Services of this Agreement , was an employee, investor, third-party vendor, or customer of the Consultant.

32. Corporate Protection. It is intended by the parties to this Agreement that the Consultant's services in connection with the Project shall not subject the Consultant's individual employees, officers or directors to any personal legal exposure for the risks associated with this Project. Therefore, and notwithstanding anything to the contrary contained herein, the Client agrees that as the Client's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against the Consultant, a South Carolina corporation, and not against any of the Consultant's individual employees, officers or directors.



CITY OF CLEMSON
AGENDA ITEM REQUEST FORM

Requested By:

Date Submitted:

Council Meeting Date:

Type of Request: (check only one)

☐ Report/Discussion

☐ Policy/Action

☐ Executive Session

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

Agenda Item Detail: (expand as necessary for clarification)

Exhibit A - Scope of Work

Clemson Downtown Information Building

City of Clemson, SC

Preliminary Design, Hogan Preconstruction, Demolition, and Temporary Facilities

April 30, 2024

General Notes

- 1) Hogan Construction Group, in partnership with McMillan Pazdan Smith Architecture (MPS), is pleased to submit our Design and Estimating Proposal for the Clemson Downtown Information Building (CDIB) Replacement project to be located at 365 College Ave in Clemson, SC.
- 2) In addition to the general public and nearby downtown business owners, the proposed project will serve various shareholders within the City, including the Police, Administration, Public Works, and IT Departments.
- 3) The City will contract separately with Seamon Whiteside and Associates (SWA) to provide surveying, land planning, traffic studies, civil engineering, and landscape design for the accompanying College Ave streetscape project. While working collaboratively with Hogan and MPS, SWA will provide those same services for the CDIB Replacement project under their contract directly with the City.
- 4) All assumptions are based on empirical data, standard engineering practice, and experience with performing work in the region.
- 5) Verbal approval from Authorities Having Jurisdiction (AHJs) must be validated after a complete design is produced and formally submitted for approval.

Division 01 – Site Work

- 1) Temporary Galvanized Chain Link Fence 300 LF
- 2) **\$10,500 ALLOWANCE** for Sidewalk Concrete and Asphalt patching

Division 02 - Demolition

- 1) Abatement of asbestos-containing roofing materials per the report by Rogers & Callcott dated March 4, 2024.
- 2) Demolition of existing above-ground structure in its entirety.
- 3) If possible, the concrete slab will remain in place until the construction of the new building begins.
- 4) Removal of the large tree. The stump will remain in place until the construction of the new building to avoid any ground disturbance until a land disturbance permit is issued.

Division 32 – Design and Preconstruction Fees

- 1) Conceptual Design Phase:
 - a) Hogan and McMillan Pazdan Smith (MPS) will facilitate two programming sessions with the City of Clemson staff to identify spatial requirements.
 - b) Two conceptual designs may be produced to present to the City shareholders for review, comment, and ultimate approval.
 - c) Upon receiving City approval, we will facilitate a community participation meeting to seek input on aesthetics, massing, and material selections.
 - d) Deliverables will include architectural site plan, floor plan, and conceptual renderings.
- 2) Schematic Design and Budgeting Phase:
 - a) Upon receiving approval of the Conceptual Design, Hogan and MPS will work with the City and SWA to prepare Schematic Design (SD) documents for approval.
 - b) Deliverables will include site plans, preliminary building plans, building sections, and elevations.
 - c) A structural engineer will also be engaged to provide direction on the structural design of the building.
 - d) Upon approval of these documents, Hogan will provide a preliminary estimate for the City's review.
- 3) Design Development Phase:
 - a) After receiving input from the City on the SD-Level budget, we will proceed with producing Design-Development Level (DD) documents.

Hogan

- b) Deliverables will include more detailed plans, sections, elevations, details, and diagrammatic layouts of mechanical, electrical, and plumbing systems to further describe the project.
- c) Input from SWA will be required during this process to ensure grading, utility, and site work costs are accurately captured and defined correctly between the two projects.
- d) Hogan will prepare a detailed GMP proposal for the completion of

Division 36 – General Conditions and Temporary Facilities

- 1) Hogan supervision and project management.
- 2) Business license fees
- 3) Project Signage – design and layout to be approved by the City prior to production and installation.
- 4) Temporary toilets for construction personnel during the demolition efforts.
- 5) General liability and umbrella insurance costs.
- 6) Temporary portable office structure with integrated ADA-compliant restroom for the City's use from June 1 – November 30, 2024.
 - a) The floor plan of the unit is attached for reference.
 - b) The structure will be all cream or tan and can receive a wrap or removable graphics if the City would like to provide such.
 - c) All utility connections and subsequent disconnections (water, sewer, power, and data) will be by the City.
 - d) The temporary structure will be removed at the end of November in preparation for the construction of the new facility to commence.

Exclusions

- 1) Surveying and Civil Engineering Design (By SWA under separate contract with the City)
- 2) Chapter 11 and 17 Inspections
- 3) Asbestos abatement or hazardous material remediation not stated above.
- 4) Underground rock
- 5) Unsuitable soils
- 6) Exterior signage
- 7) NPDES monitoring (by Owner)
- 8) Rock excavation and removal
- 9) Soil borings and site classification
- 10) Paving of surrounding parking lots
- 11) Seismic engineering
- 12) Tap and impact fees
- 13) Site lighting
- 14) Low-voltage wiring
- 15) Access control and CCTV systems
- 16) Relocation of unknown underground utilities
- 17) CMAA standards and tolerances
- 18) All power, water, sewer, and gas services, tap fees, and utilization costs.
- 19) DOT bond
- 20) Permit Fees
- 21) Issued for Permit Drawings (Final design iteration to be included as part of GMP)



Clemson Downtown Information Building

April 30, 2024

Demolition of the existing structure leaving the slab
in place

DIVISION	LABOR		MATERIAL		SUBCONTRACT	TOTAL
1. Sitework	\$	-	\$	-	\$ 16,950.00	\$ 16,950.00
2. Demolition	\$	-	\$	-	\$ 49,750.00	\$ 49,750.00
3. Earthwork	\$	-	\$	-	\$ -	\$ -
4. Foundations	\$	-	\$	-	\$ -	\$ -
5. Reinforced Concrete	\$	-	\$	-	\$ -	\$ -
5(a). Concrete Forming	\$	-	\$	-	\$ -	\$ -
6. Cement Finish	\$	-	\$	-	\$ -	\$ -
7. Pre-cast Concrete	\$	-	\$	-	\$ -	\$ -
8. Masonry	\$	-	\$	-	\$ -	\$ -
9. Natural Stone	\$	-	\$	-	\$ -	\$ -
10. Structural Steel & Misc. Metals	\$	-	\$	-	\$ -	\$ -
11. Rough Carpentry	\$	-	\$	-	\$ -	\$ -
12. Millwork	\$	-	\$	-	\$ -	\$ -
13. Waterproofing & Caulking	\$	-	\$	-	\$ -	\$ -
14. Roofing & Sheet Metal	\$	-	\$	-	\$ -	\$ -
15. Hollow Metal	\$	-	\$	-	\$ -	\$ -
16. Wood Doors	\$	-	\$	-	\$ -	\$ -
17. Special Acting Doors	\$	-	\$	-	\$ -	\$ -
18. Finish Hardware	\$	-	\$	-	\$ -	\$ -
19. Glass, Glazing & Storefront	\$	-	\$	-	\$ -	\$ -
20. Lath, Plaster & Stucco	\$	-	\$	-	\$ -	\$ -
21. Drywall	\$	-	\$	-	\$ -	\$ -
22. Ceramic Tile	\$	-	\$	-	\$ -	\$ -
23. Acoustical	\$	-	\$	-	\$ -	\$ -
24. Resilient Flooring	\$	-	\$	-	\$ -	\$ -
25. Painting & Wallcovering	\$	-	\$	-	\$ -	\$ -
26. Special Flooring	\$	-	\$	-	\$ -	\$ -
27. Miscellaneous Specialties	\$	-	\$	-	\$ -	\$ -
28. Toilet Partitions & Accessories	\$	-	\$	-	\$ -	\$ -
29. Equipment	\$	-	\$	-	\$ -	\$ -
30. Casework	\$	-	\$	-	\$ -	\$ -
31. Furnishings	\$	-	\$	-	\$ -	\$ -
32. Special Construction	\$	-	\$	-	\$ 80,000.00	\$ 80,000.00
33. Conveying Systems	\$	-	\$	-	\$ -	\$ -
34. Mechanical Systems	\$	-	\$	-	\$ -	\$ -
35. Electrical Systems	\$	-	\$	-	\$ -	\$ -
36. General Items	\$	29,678.00	\$	27,949.00	\$ -	\$ 57,627.00
Totals	\$	29,678.00	\$	27,949.00	\$ 146,700.00	\$ 204,327.00

Area Enclosed

2,500

Building Permit

\$ 1,547.00

Builders Risk

\$ -

Cost Per SF

\$ 88.37

Insurance

\$ 2,541.50

Sub Bond

\$ -

Bond

\$ -

Subtotal

\$ 208,416.00

Contingency

\$ -

Fee

\$ 12,504.00

Total

\$ 220,920.00



CITY OF CLEMSON
AGENDA ITEM REQUEST FORM

Requested By:

Date Submitted:

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Clemson, Anderson, Pickens (CAP) – Comprehensive Long Range Transportation Plan (LRTP)

Scope of Work, Schedule, and Fee

12 June 2024

The following scope of work is based on the RFP issued in January 2024, proposal response submitted in February 2024, an interview and discussion with selection committee members on March 5, 2024, and a scoping discussion on March 21, 2024. The objective of the LRTP is to coordinate local and regional transportation project needs that will roll into a future ACATS project update, and formalize supporting land use and policy needs.

The Stantec Team ("Consultant") will facilitate this planning process in partnership with both the Project Team Lead ("Client"), and a Project Steering Committee ("PSC" or "Committee") of seven (7) to 12 members.

SCOPE OF WORK

TASK 1: PROJECT MANAGEMENT AND COORDINATION

Consultant will facilitate monthly (virtual) coordination meetings with the designated **Project Team Lead**, serving as the primary contact, and providing specific project direction. These virtual meetings will be held via Microsoft Teams platform to review current and upcoming work, and action items to maintain the overall project schedule. Consultant will prepare an initial Project Work Plan (PWP) with milestone schedule, which will be updated monthly as part of the invoicing process.

The larger **Project Steering Committee** (PSC) will meet up to four (4) times during this project (assuming two are virtual, and two are in-person), and include representation from the City of Clemson, Anderson County, Pickens County, Clemson University, Anderson Clemson Area Transportation System (ACATS) and the Greenville-Pickens Area Transportation System (GPATS), SCDOT, and FHWA, as described in your RFP. Committee meetings will be scheduled concurrent with public engagement events, and members will be expected to take an active role in promoting events and inviting the appropriate community members to participate.

The consultant will generate a formal **data request list** at the beginning of this project, and work closely with steering committee members to assemble and share relevant datasets, plans, policies, and other information to create base mapping and the project context report (existing conditions).

Consultant will prepare and submit project invoices monthly, providing a project schedule update with each submittal.

TASK 1 DELIVERABLES:

- Project kickoff meetings (virtual), discussion, and orientation with each PSC member
- Project Work Plan (PWP) and milestone schedule
- Data needs list
- Up to four (4) facilitated PSC meetings (2-virtual; 2-in-person) with summary notes
- Monthly invoices

TASK 2: STAKEHOLDER ENGAGEMENT

Public engagement must be top priority for this long-range project. Transportation planning must balance the needs of a broad, diverse group of users as well as incorporate different modes, including transit, automobile, pedestrian, and bicycling. Consultant will prepare a **Public Engagement Plan (PEP)** strategy that proactively seeks input from a broad spectrum of residents, organizations, and community stakeholders, and aligns with Title VI guidance for MPOs.

Capitalizing on public (“pop-up”) events—pre-scheduled events that the Consultant can join through a work session or booth with a mapping exercise—the Consultant will create **opportunities for meaningful engagement** practices at every stage of the project. Hands-on exercises, such as polling, visual preference voting, conceptual sketching, or responding to open-ended prompts can successfully energize and engage community members. These techniques can be used with children as well as adult stakeholders. Consultant will work with the PSC members to develop a list of potential target audiences/groups, then refine that list based on your direction. Potential engagement strategies include:

- Project Website and Online Survey – an effective tool to provide a brief update to citizens and stakeholders regarding the purpose and goals of the plan (survey at the inception of the study) as well as initial ideas / recommendations.
- Social Media Consulting - Develop initial campaign and campaign strategy: *What is it we want the public to take away from the posts?* Direction to be provided by Client and Prime Consultant (Stantec).
 - One work session (1-2 hours) to strategize with the Client Social Media Coordinators.
 - Content template creation (Facebook/Instagram platforms only): Creation of a series of templates. Client Coordinators will modify the text/imagery with standard content for posts. (assuming 8-10 Client Coordinators).
 - Includes Spanish translation for print materials only.
 - Develop post schedule: Post schedule and types of posts with times of day (project schedule and work plan will serve as; 12-month process anticipated).
 - For clarity, we do not post, monitor, and/or answer comments on posts.
- Interactive Webmap – a digital tool for residents to identify important destinations, barriers to mobility, safety hazards, or similar places of interest. Webmaps utilize the ArcGIS online platform, and are launched from the project website.
- Traveling “Pop-up” Events (up to two (2)) – Consultant will “go to the public” through small booth and pop-up demonstration setups at existing community events, festivals, or public venues. Activities will focus on problem-solving, raising awareness of the planning process, or identifying key issues related to growth and development.
- Stakeholder Focus Group ‘listening sessions’ (up to four (4)) – facilitated small group discussions with identified interest groups to solicit input into the planning process and allow participants to ‘steer’ the conversation toward their values, goals, and objectives for mobility. These may be held virtually or in-person, as the schedule allows.
- Public Workshops (up to two (2)) – interactive mapping exercises, facilitated table discussions, goal-setting, and/or live polling.
- Board Briefings (up to two (2)) – these have been proven effective communication tools in previous projects and represent brief updates to select community boards who help this project reach the high number of participants possible.

- Client work sessions (up to two (2)) – we recognize that some municipalities value hands-on staff work sessions with maps, analysis, and results that can be vetted at regular project milestones.

Consultant will work closely with members of the PSC to provide meaningful engagement that aligns with the project schedule, budget, and mobility goals. We will rely on steering committee members to promote activities via social media, emails, and partner organizations to 'drive' constituents to these events, including reaching the under-represented community members that share higher a transportation cost-burden.

TASK 2 DELIVERABLES:

- Public Engagement Plan (PEP)
- Project website, public survey, and interactive webmap (ArcGIS Hub site)
- Social media consultation, including Spanish translation for print materials
- Traveling "pop-up" event participation (up to 2)
- Focus Group "listening sessions" (up to 4)
- Public Workshops (up to 2)
- Board Briefings (up to 2)
- Client Work Sessions (up to 2)

TASK 3: REVIEW OF EXISTING MOBILITY AND DEVELOPMENT

This task will include a planning-level review of relevant studies, plans, and development ordinances, as well as review of demographic, land use, economic conditions, policy and transportation data for the study area, corridors, and surrounding regional partners. Input from community stakeholders will validate initial data findings and patterns to reinforce issues and opportunities.

Land Use Considerations

Part of our project mission is to gather insights that support the important relationship between transportation and land use. Consultant will be asking questions like the following:

- *How can we coordinate land use and development across jurisdictional boundaries?*
- *How important is the conservation of natural environment resources (e.g., watershed areas, drinking water-intake locations, open space / conservation lands, etc.)?*
- *Are there potential constructability "red flag" conditions that would pose a potential issue with a future NEPA project development process?*
- *How potential right-of-way impacts for property owners may be avoided?*
- *How can we support the development of businesses that will supply goods and services now, and the regional continues to grow?*
- *How do we protect the mobility of strategic corridors while improving safety, community access, and economic development opportunities?*

The discussions and direction received from these questions help identify planning factors used to evaluate and prioritize our land use-transportation recommendations. All modes of transportation will be evaluated, specifically the roadway network, public transportation and microtransit, and active modes of travel (walking, biking).

Roadways – Existing Performance

The existing regional travel demand model, with estimated population and employment forecast will be significant tools for analyzing whether capacity improvement projects or new location projects would yield feasible and/or reasonable benefits to travel time delay and Level of Service (LOS). No new networks or travel demand model runs are anticipated.

A Safe Systems Approach to transportation planning will be incorporated. Consultant will utilize existing SCDOT vehicular crash data (5-year trends), followed by a safety analysis that identifies local risk factors that contribute to fatal or severe injury crashes, including vehicular, bicycle, and pedestrian modes. High crash locations (hot spots, or bottlenecks) will be identified, and prioritized as safety improvement projects (intersections).

Priority Intersections

Consultant will assemble and analyze existing data relating to 24-hour tube counts, peak-hour turning movements, crashes, traffic signal equipment, current land uses, and planned developments in the vicinity of 13 identified intersections (attached map). It is anticipated that these intersections (and others) will be high priority improvement projects included in Tasks 4-5.

We will build upon information contained within the GPATS Horizon2045 Long-Range Transportation Plan and other municipal CTPs, outputs from the regional travel demand model, as well as a review of travel time reliability (LOTTR) outputs from the National Performance Management Research Data Set (NPMRDS). Consultant will incorporate corridor planning (e.g., US 123, US 76, and SC 93), Complete Streets principals, evaluation of traditional capacity improvements, as well as recommend access management, ITS (Intelligent Transportation System) improvements, and network connectivity (i.e., Collector Streets assessment). Evaluation of a City of Clemson "bypass alternative" will be incorporated into these discussions and analyses.

Public Transportation – Existing Service

Public transportation is an integral element of a balanced transportation system. Expectations for the long-term direction of transit, and the role of public transportation have shifted due to technological, cultural, and fuel pricing changes. The Consultant will describe the current fixed-route and demand response services currently operating in the study area, including Greenlink, Tiger Transit, CAT, CATs, and Electric City Transportation. A transit service gaps analysis will focus on service coverage and availability; interoperability of fare and information systems; and fare policies and procedures of the current systems. In addition, the study team will identify and describe other mobility options that are available to area residents including taxis, ride-hailing services, bike-share programs, intercity bus lines, human services transportation, and carpool programs.

Consultant will explore potential future transit options through a transit survey, and stakeholder focus group discussions with the planning staff. The transit survey will assess the public's preferences, and priorities regarding transit service in their respective communities and in the region overall. The objective is to hear from the public about the types of transit improvements they would most like to see based on their experience with the current systems. The survey will also present participants with a series of trade-off exercises to better understand what people value most in transit service.

Route-level service assessment will be conducted on the specific strengths, weaknesses, and opportunities of each Greenlink, Tiger Transit, CAT, CATs, and Electric City Transportation route. This assessment will rely on ridership and service performance data collected by each respective

operator. The opportunities identified in each profile will serve as the foundation for more comprehensive service improvement scenarios (Task 4).

Biking and Walking – Existing Facilities

Consultant will assemble and review existing resources for the active transportation network, including greenways, trails, bikeways, and sidewalks. Observations that relate with bicycle user groups (i.e., skill levels) and physical separation of bikeways from vehicles will be incorporated. Consultant will incorporate:

- Review of existing data to identify local and regional multimodal gaps.
- Identification of new bicycle/pedestrian connections for planned development(s).
- Opportunities to expand the regional greenway network.
- Coordination with current and planned transit recommendations to address first-mile/last-mile challenges.
- Review of existing policy guidance and best practices for local jurisdictions.

Consultant will prepare an existing performance summary that incorporates early feedback from public engagement, and current maps describing the regional context of mobility issues. Mapping products will include traditional volume-over-capacity (v/c) ratios, travel time/delay metrics; environmental resources/constraints; existing and projected land use patterns; existing and proposed transportation projects; major new development sites; and mapped issues identified by the consultant, public, client, and PSC members. This effort will also include review of existing policies by jurisdiction. Consultant will summarize the results of this task for review and discussion with PSC members.

TASK 3 DELIVERABLES:

- Technical memorandum to describe the status of existing mobility.
- Review of the existing regional travel demand model, current STIP and MTP projects, local policy, and projections for population and employment.
- Screening of environmental constraints, and “fatal flaw” potential.
- Review of existing transit services in the region, and assessment of Microtransit potential.
- Review of existing active transportation network, and opportunities for coordination with transit recommendations.
- Review of existing policies relating to land use and transportation.

TASK 4: MOBILITY ANALYSIS AND FUTURE NEEDS

To the maximum extent possible, we will assemble and review existing datasets that address the interaction of traffic (thru-traffic) and growth (specific development nodes) from surrounding areas. No new data collection or regional travel demand model runs are anticipated under this contract.

Land Use Considerations

Consultant will conduct a land use planning exercise, including water/sewer utility service area constraints (assumed to be existing, and mapped), to review growth and development patterns or strategies as they relate to the five (5) key transportation corridors in the study area:

- Calhoun Memorial Highway (US 123) – northeast of Clemson
- Lebanon Road – southeast of Pendleton
- US 76 / State Highway 28 – south of Pendleton

- State Route 187 – southwest of Pendleton
- Shiloh Road / W Cherry Road crossing and potential new alignment with Issaqueena Trail

Public Transportation and Microtransit – Future Services

The Consultant will map population and employment densities to develop a graphical transit potential index, which will clearly illustrate where conditions exist to support various types of transit service. Certain market segments—particularly students, seniors, low-income residents, persons with disabilities, and zero-vehicle households—tend to use transit to a greater degree than other groups. The study team will highlight areas of Anderson and Pickens counties where the need for mobility services, regardless of mode, is expected to be highest based on the concentration of these population groups with a high propensity for transit use.

Informed by the review of existing mobility and development, as well as public feedback and direction from the PSC, preferred service improvements will be presented in phases, with short-term recommendations consisting of meaningful changes that each agency can make quickly and within existing budgetary and fleet resources, and longer-term recommendations that may require additional funding, new facilities, and/or additional equipment. Additionally, the policy section will include consideration of smart street designs, to complement transit service; inclusion of local plan updates; and consideration of funding sources for (future) Microtransit services.

Roadways and Multimodal – Future Networks

Consultant will recommend multimodal improvements to priority intersections and along corridors studied under Task 3 Review of Existing Mobility.

Consultant will review secondary and collector streets network as a strategy to further mitigate existing or forecasted traffic congestion, and encourage private development to connect local roadways. Consultant will combine new projects (corridors and intersections) with current MTP projects (2045 GPATS) into detailed system-level maps for all modes. Projects will be evaluated for effectiveness using traditional capacity improvements, as well as recommend access management, ITS (Intelligent Transportation System) improvements, travel demand reduction programs, and network connectivity (Collector Street assessment). A prioritization strategy will be developed based on criteria that considers the following:

- Public safety;
- Constructability,
- Potential for economic development;
- Traffic volume and congestion;
- Freight traffic;
- Environmental impact potential;
- Equitable distribution of proposed projects (Justice40)
- Alternative transportation; and
- Consistency with local land use plans.

Consultant will develop and recommend policy enhancements (best practices) to support the implementation of transportation projects.

TASK 4 DELIVERABLES:

- Table and Map of transportation improvement recommendations for integration with the next ACATS update (2050).
- Prioritization strategy for Near-Mid-Long-term implementation.
- Planning-level cost estimates for all projects.

- Policy enhancements for implementation.

TASK 5: DELIVERABLES

This task will result in the development of multimodal recommendations and a program of prioritized improvements that are built upon the study area's vision, needs, and public feedback.

Consultant will prepare a multimodal transportation plan that summarizes the planning process, key findings, recommendations, and supporting land use considerations. The document will be graphically oriented and supported by text and tables appropriate for conveying information with the public. Consultant prefers transportation plans that are visual in nature, use fewer words, and incorporate many graphics to convey your vision.

Consultant will produce a consolidated project geodatabase (ArcGIS map packages), table (Excel), and maps (PDF) displaying prioritized project recommendations. Digital files will be packaged and shared directly with the Anderson-Clemson Area Transportation Study (ACATS) to be incorporated into the next LRTP update.

The Final Plan will include project descriptions, prioritization/schedules, and project sheets but it should also address the biggest problem that every jurisdiction is facing: *How do these projects get implemented?* Stantec's North American Funding Program has an extensive experience working within the Federal government funding programs to outline a funding strategy that aligns discretionary funding resources with the highest priority projects in the region.

TASK 5 DELIVERABLES:

- Graphically friendly LRTP report document that summarizes tasks 1-5 and deliverables.
- Digital appendix containing data packages, maps, tables, and other resources.
- Funding strategy for discretionary funding opportunities.
- Presentations to each elected/appointed official group describing the final product and potential implementation strategies (up to 5 presentations, with schedule coordination to consolidate trips)

SCHEDULE

The following schedule outlines the general timeline for key milestones associated with this scope of work, beginning June 2024.

#	TASK DESCRIPTION	2024						2025					
		Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
1	Project Management and Coordination	●	○			○			○			○	
2	Stakeholder Engagement					□			□				
3	Review of Existing Mobility and Development												
4	Mobility Analysis and Future Needs												
5	Deliverables											□	■

Legend

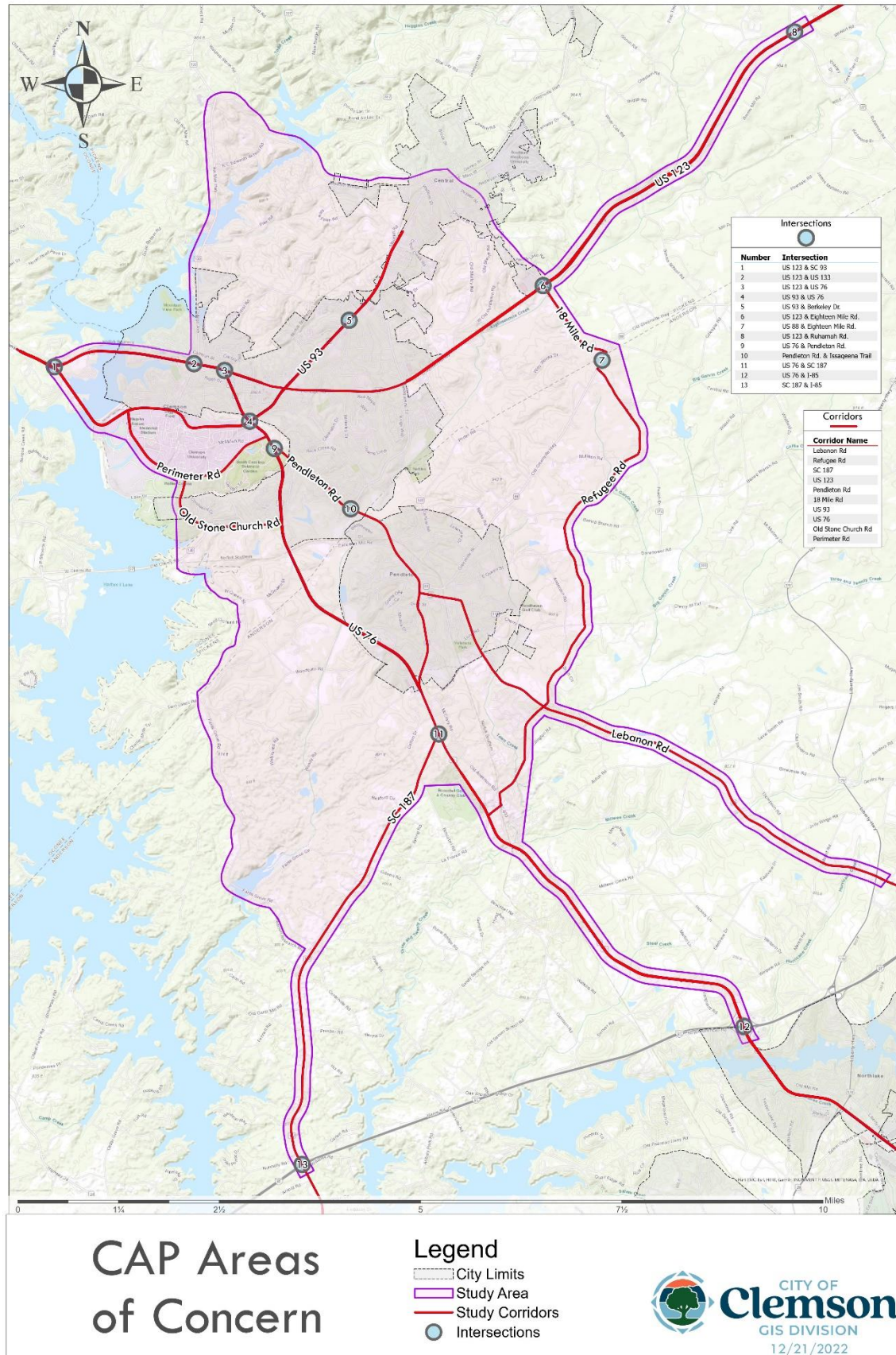
- Kickoff Meeting (1)
- Project Steering Committee (PSC) (4)
- Public Meetings (2 rounds)
- Draft LRTP
- Final LRTP

Note: tentative schedule for project planning, subject to engagement activities and calendar of events.

FEE

The following fee outlines the approximate budget by task.

#	TASK DESCRIPTION	Budget
1	Project Management and Coordination	\$ 22,050
2	Stakeholder Engagement	\$ 76,500
3	Review of Existing Mobility and Development	\$ 51,450
4	Mobility Analysis and Future Needs	\$ 68,600
5	Deliverables	\$ 29,400
		\$ 248,000





CITY OF CLEMSON
AGENDA ITEM REQUEST FORM

Requested By:

Date Submitted:

Council Meeting Date:

Type of Request: (check only one)

☐ Report/Discussion

☐ Policy/Action

☐ Executive Session

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

Agenda Item Detail: (expand as necessary for clarification)

**CITY OF CLEMSON SOUTH CAROLINA ORDINANCE
TO RAISE REVENUE AND ADOPT A BUDGET
FISCAL YEAR ENDING JUNE 30, 2025**

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, 2024 to June 30, 2025, 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 95 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 point eighty-three mills (90.83 mills) of said tax shall be for the operations of the General Fund;
- b. Point forty-two mills (0.42 mills) of said tax is hereby designated for the purpose of park land acquisition and development in the said municipality, and held in the Park Land Fund;

- c. Three point seventy-five mills (3.75 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 Director 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. Eight new full-time positions will be added to the cities class and compensation schedule with one additional full-time position will be added pending grant approval.

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 17th day of June 2024.

Attest: Jeremiah Jackson, Municipal Clerk

Robert Halfacre, Mayor

Ordinance No. CC-2024-6

First Reading: June 3, 2024

Final Reading: June 17, 2024

FISCAL YEAR 2024-2025

Utilities			
Water	Current	Proposed	Difference
Inside Customer Base Charge	\$12.88	\$14.17	\$1.29
Outside Customer Base Charge	\$19.32	\$21.96	\$2.64
Inside Customer Volume Charge	\$4.02	\$4.42	\$0.40
Outside Customer Volume Charge	\$7.64	\$8.62	\$0.98
Inside Customer 3/4" Water Tap	\$1,000.00	\$1,500.00	\$500.00
Outside Customer 3/4" Water Tap	\$1,200.00	\$1,700.00	\$500.00
Inside Customer 1" Water Tap	\$1,200.00	\$1,800.00	\$600.00
Outside Customer 1" Water Tap	\$1,400.00	\$2,000.00	\$600.00
1.5" and Plus Size Water Tap	\$1,500 + Actual Cost	\$1,700 + Actual Cost	\$200 + Actual Costs
Developer Water Tap	\$200 + Meter Cost	\$400 + Meter Cost	\$200 + Meter Cost
Sewer			
Inside Customer Base Charge	\$20.75	\$22.31	\$1.56
Outside Customer Base Charge	\$31.13	\$34.58	\$3.45
Inside Customer Volume Charge	\$5.59	\$6.01	\$0.42
Outside Customer Volume Charge	\$10.62	\$11.72	\$1.10
Inside Customer 4" Sewer Tap	\$1,200.00	\$1,500.00	\$300.00
Outside Customer (If Allowed) 4" Sewer Tap	\$1,400.00	\$1,700.00	\$300.00
Inside Customer 6" Sewer Tap	\$1,400.00	\$1,800.00	\$400.00
Outside Customer (If Allowed) 6" Sewer Tap	\$1,600.00	\$2,000.00	\$400.00
8" and Plus Size Sewer Tap	\$1,200 + Actual Cost	\$1,500 + Actual Cost	\$300 + Actual Costs
Developer Sewer Tap	\$200.00	\$400.00	\$200.00
Roadway Bores For Sewer Tap (Normally DOT Roadways)	\$0.00	Actual Cost	Actual Cost
Irrigation			
Inside Customer Base Charge	\$1.40	\$1.54	\$0.14
Outside Customer Base Charge	\$2.10	\$2.39	\$0.29
At Time of Tap 3/4" Irrigation Tap	\$400.00	\$800.00	\$400.00
After Tap Installed 3/4" Irrigation Tap	\$600.00	\$1,000.00	\$400.00
Inside Customer 3/4" Seperate or HOA Irrigation Tap	\$1,000.00	\$1,500.00	\$500.00
Outside Customer 3/4" Seperate or HOA Irrigation Tap	\$1,200.00	\$1,700.00	\$500.00
Inside Customer 1" Seperate or HOA Irrigation Tap	\$1,200.00	\$1,800.00	\$600.00
Outside Customer 1" Seperate or HOA Irrigation Tap	\$1,400.00	\$2,000.00	\$600.00
1.5" and Plus Size Irrigation Tap	\$1,500 + Actual Cost	\$1,700 + Actual Cost	\$200 + Actual Costs
Developer Irrigation Tap	\$200 + Meter Cost	\$400 + Meter Cost	\$200 + Meter Cost
Stormwater			
Residential Charge	\$6.00	\$6.15	\$0.15
Commercial Charge	\$18.00	\$18.45	\$0.45
Hotel Water			
Inside Customer Base Charge	\$3.22	\$3.54	\$0.32
Hotel Sewer			
Inside Customer Base Charge	\$10.37	\$11.15	\$0.78
Service Fees			
Security Deposit (Non-Owner)	\$150.00	\$200.00	\$50.00
Security Deposit (Owner)	\$75.00		
Administrative Fee (Existing)	\$25.00	\$30.00	\$5.00
Account Initiation Fee (Name Change)			\$ -
Disconnect Fee (Existing)	\$35.00	\$40.00	\$5.00
Non-Payment Fee (Name Change)			\$ -
After-Hours Reconnect Fee (New Fee)		\$75.00	
Meter Block Fee (New Fee)		\$30.00	
Landlord Rollover Fee	\$25.00	\$30.00	\$5.00
Transfer Fee	\$25.00	\$30.00	\$5.00

Unauthorized Water Use Charge	\$50.00	up to \$1,000.00	
Pressure Check Fee	\$0.00	\$25.00	\$25.00
Hydrant Flow Tests	\$0.00	\$250.00	\$250.00
Plan Review Fee By City For Delegated Review Per Request	\$0.00	\$300.00	\$300.00
Sanitation			
Commercial Rollcart + tipping fee	\$15.00	\$18.00	\$3.00
Commercial Dumpster + tipping fee	\$70.00	\$75.00	\$5.00



CITY OF CLEMSON
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Council Meeting Date:

Type of Request: (check only one)

☐ Report/Discussion

☐ Policy/Action

☐ Executive Session

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

Agenda Item Detail: (expand as necessary for clarification)

Chapter 14 Parks and Recreation, Article IV, Sections 14-16, 14-17, 14-18, 14-19.

Sec. 14-16. Sustainability Advisory Committee.

The purpose of the Sustainability Committee make recommendations to city council regarding natural resources and to promote awareness of sustainable practices within the community. The committee will also bring together different perspectives and expertise to ensure that sustainability initiatives are responsive to the community's needs and concerns.

Sec. 14-17. Composition; appointment.

The committee shall consist of 9 members who are appointed at-large by the city council. The composition and size of the committee may be amended as needed to fulfill its mission. The Director of the Urban and Park Land Management Department, or their designee, shall attend the meetings of the committee, and shall assist the committee by providing the staff support needed for the committee to perform its assigned duties.

Sec. 14-18. Terms of office; vacancies; compensation.

Each member of the committee shall be appointed for a term of 3 years. Terms shall be deemed to begin on July 1 of the year in which the member is appointed and to end on December 31 of the year in which that member's term is set to expire, or until a successor is appointed by Council. Should a vacancy in office occur, the successor is deemed appointed for the balance of the unexpired term of his or her predecessor. Each member shall hold office until a successor has been appointed. Council may reappoint members to subsequent terms as it sees fit, upon timely reapplication for membership.

No member of the committee shall receive any compensation for services rendered as a committee member.

Sec. 14-19. Organization.

The Committee shall not conduct business without the presence of a quorum, but may receive information in the absence of a quorum. Five of the nine members of the Committee shall constitute a quorum, and action may be had upon a majority vote of the quorum.

At the first meeting of the committee each year, the members shall first elect a Chair and a Vice Chair, each to serve for the remainder of the year in which they are elected.

At the first meeting of the Committee each year, the members shall set their meeting dates and times for the year. A copy of this schedule must then be provided to the City Clerk for publication on the City website. The Committee Chair may call other meetings, as long as sufficient notice is provided to the public in accordance with the requirements of the South Carolina Freedom of Information Act.



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Agenda Item Detail: (expand as necessary for clarification)

RECOMMENDATION



To: Council
From: Economic Development Advisory Committee
Date: Apr 9, 2024
Re: Joint Board/ Commission Meeting

At the February 6, 2024 EDAC meeting, the Committee unanimously voted to recommend that Council consider hosting an annual or biannual meeting of the chairs of the City's boards and commissions/committees. The purpose of the meeting would be to share initiatives, projects, and agenda items from each committee, allowing for the collaboration of shared initiatives and eliminating any unknown duplication of efforts.

Doug Zirbel

Chairperson, Economic Development Advisory Committee

**CITY OF CLEMSON
AGENDA ITEM REQUEST FORM**

Requested by:

Date Submitted:

Council Meeting Date:

Type of Request: (check only one)

☒ **Report/Discussion**

☐ **Policy/Action**

☐ **Executive Session**

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

Request Public Hearing Date for 2024-R-02 Proposed Text Amendment (Non-residential Setbacks and PD Acreage)

Agenda Item Detail: (expand as necessary for clarification)

At their meeting on April 15, 2024, City Council referred the following proposed amendments to current non-residential setbacks and planned development acreage requirements to the Planning Commission for discussion and consideration. The Commission took the matter up for discussion at their May 13, 2024 meeting, and instructed staff to include it as an action item on the June 10, 2024 meeting agenda. Following additional discussion, the Commission voted 5-0 to not recommend the proposed changes.

A date for a public hearing is requested.

Attachments:

2024-R-02 Proposed Text Amendment (Non-residential Setbacks and PD Acreage)

At their meeting on April 15, 2024, City Council referred the following proposed amendments to current non-residential setbacks and planned development acreage requirements to the Planning Commission for discussion and consideration. The Commission took the matter up for discussion at their May 13, 2024 meeting, and instructed staff to include it as an action item on the June 10, 2024 meeting agenda. Following additional discussion on June 10th, the Commission voted 5–0 to not recommend the proposed changes. Proposed changes are shown in **RED** font.

CODE OF ORDINANCES

CHAPTER 19 ZONING

ARTICLE IV. NON-RESIDENTIAL DISTRICTS AND DISTRICT REGULATIONS

Sec. 19-404. Density, bulk, and dimensional requirements for principal and accessory uses and/or structures in the non-residential districts.

Table 19-404-1. Density, Bulk, and Dimensional Requirements for Principal and Accessory Uses and/or Structures in the Non-residential Districts

USE	Districts									
	C	CM	CP-1	CP-2	CP-3	OP	RIL	OR	M	
A. MINIMUM DIMENSIONAL AND/OR BULK STANDARDS FOR ALL NON-RESIDENTIAL DISTRICTS										
1. Front <u>setback</u> , max.	3'/15' ¹	15' ²	15' ¹⁴	35'	35'	25'	35'			See Section 19-404-1. Endnotes 1, 2, 14
2. Front setback, min.	0'	10'/12' ²	8'	8'	15'	8'	35'	25'	50' ³	See Section 19-404-1. Endnotes 2 & 3
3. Side setback, min.	0' 15'	0' 15'	0' 15'	0' 15'	0' 15'	0' 15'	25'	10'	50' ³	See Section 19-404-1. Endnote 3
4. Side setback, max.	0' ⁴	0' ⁴								See Section 19-404-1. Endnote 4
5. Rear setback, min.	10'	10' ⁵	25'	25' ⁶	25'	25'	35'	25'	100' ³	See Section 19-404-1. Endnotes 3, 5, 6

ARTICLE V. PLANNED DEVELOPMENT (PD) DISTRICT REGULATIONS

Sec. 19-503. District regulations.

The following regulations apply to designated uses and development in PD districts, other provisions in this article to the contrary notwithstanding:

- A. A PD shall encompass a minimum of ~~two~~ **four** contiguous acres; however, a PD must be a minimum of ~~four~~ **five** contiguous acres when adjoined solely by the R-20 or R-12 districts. Locations across a street or alley are considered to be adjoining.



CITY OF CLEMSON
AGENDA ITEM REQUEST FORM

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

Agenda Item Detail: (expand as necessary for clarification)

CITY OF CLEMSON, SOUTH CAROLINA

R-2024-02

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLEMSON, SOUTH CAROLINA, AUTHORIZING ACCEPTANCE OF THE DEDICATION OF ROADS, STORM DRAINAGE AND SIDEWALKS IN CLEMSON COTTAGES AND ASSOCIATED RIGHTS OF WAY AND EASEMENTS.

WHEREAS, Clemson Cottages is located within the City limits of the City of Clemson and was created as residential development under the approved zoning ordinance; and,

WHEREAS, in the Clemson Cottages, the roads, storm drainage and sidewalks have been tested to meet the City of Clemson standards; and,

WHEREAS, the Clemson Cottages roads, storm drainage and sidewalks are owned by Clemson Cottages Homowners Association, inc, which wishes by dedicate them to the City; and,

WHEREAS, the plat detailing Clemson Cottages is on file with the Pickens County Register in Plat Book 618 at Page 341; and

WHEREAS, S.C. Code §5-7-40 authorizes municipalities to own and possess real estate; and,

WHEREAS, S.C. Code §5-7-30 authorizes municipalities to exercise powers in relation to roads and streets, as appears necessary and proper; and,

WHEREAS, the Clemson City Code requires that in order 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., CC Code ##15-27.2, 15-30.1, 15-30.6(a)); and,

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, CC Code #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; and,

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

1. The City hereby authorizes acceptance of the dedication of the streets, storm drainage and sidewalks of Clemson Cottages, along with associated curbing and drainage structures, existing City utility easements, and the existing rights of way referenced on the plats described herein; and,

2. By accepting the streets, storm drainage and sidewalks of Clemson Cottages, the City will have 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 Clemson Cottages will be final upon filing of appropriate documentation of the conveyance with the Pickens County Register, at which time the Clemson Cottages streets shall be placed in the City street inventory.

IT IS SO RESOLVED.

Dated this the 4th day of April 2023.

CITY OF CLEMSON, SOUTH CAROLINA

By: _____

Robert Halfacre

ATTEST:

Jeremiah Jackson, City Clerk

