

1. Agenda

Documents:

[2024_06_03AGENDA.PDF](#)

2. Meeting Materials

Documents:

[2024_06_03HWY76ZONING.PDF](#)

[2024_06_03SITEMANAGEMENT.PDF](#)

[2024_06_03OCCUPANCYVIOLATIONS.PDF](#)

[2024_06_03BUDGET.PDF](#)

[2024_06_03CATBUS.PDF](#)

[2024_06_03SUSTAINABILITY.PDF](#)

[FY 25 BUDGET PRESENTATION_UPDATED2024.06.03.PDF](#)



CITY OF Clemson SOUTH CAROLINA

**Agenda, Clemson City Council
June 3rd, 2024
Council Chamber, Clemson City Hall**

6:00 p.m. Public Hearing: Fiscal Year 2024-2025 Budget (5-minute limit per speaker)

Note: The regular meeting will begin at the conclusion of the Public Hearing and no later than 6:30 p.m.

Call To Order: Regular Council Meeting

Invocation and Pledge of Allegiance: Council Member Ducworth

Recognition: DWD Track Team

Proclamations: Pride Month, Race Amity Day, National Gun Violence Awareness Day,
Yaolin Liu

Public Session: (3-minute limit per speaker)

Approval of Minutes: May 20th, 2024

Reports/Discussion

- a. Discuss setting a Public Hearing date for a Zoning Change for 5 parcels from RM-1 to RM-4. –Zoning and Codes Administrator Jacob Peabody
- b. Assign Council Liaisons for the 408/412 College Avenue project and the Roar Bar and Tacos project.
- c. Staff Reports

Policy Action (2-minute limit per speaker)

- a. Consider 2nd reading of an amendment to Article III Sec. 13-73. d., to allow an occupancy violation to be issued to the property manager, person in charge, or resident, not just the property owner. –Zoning and Codes Administrator Jacob Peabody
- b. Consider 1st reading of an ordinance to adopt the fiscal year 2024-2025 operating budget. – Finance Director Leslie Wilder
- c. Consider 1st reading of an ordinance to establish a Sustainability Advisory Committee. – Council Member Watt

Other Policy Items

- a. Consider a contractual agreement between Clemson University and the City of Clemson for CAT transportation services in fiscal year 2024-2025. - Transit Director Jerry Kerns

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)

Discuss setting a Public Hearing date for a Zoning Change for 5 parcels from RM-1 to RM-4

Agenda Item Detail: (expand as necessary for clarification)

This proposed amendment of the Official Zoning Map would change the current zoning of a group of parcels totaling approximately 21 acres situated near Highway 76 and Ligon Street including 600 Anderson Hwy, 150 Ligon Street and the vacant land parcel ID numbers 4053-10-36-9806, 4053-10-46-2681, 4053-10-46-3813 and 4053-10-47-2549 from RM-1 (two-family Residential) District to RM-4 (Multi-family Residential) District. Because current zoning requirements do not allow for the construction of townhouses or apartments in the RM-1 District, the existing developments on the properties, which were constructed under old rules no longer in the Code, are legal non-conformities. This means that any future projects involving similar construction on the properties cannot be permitted and if the existing project were to be destroyed they could not be rebuilt by right. Therefore, this proposed map amendment is being proposed for discussion in an effort to allow consideration of creating an avenue for the future development (or redevelopment in a similar manner) of the properties.

Report on 2024-R-01 Proposed Map Amendment (Hwy 76/Ligon St Parcels)

**Report on 2024-R-01 Proposed Map Amendment
(Hwy 76/Ligon St. Parcels)**

Report on 2024-R-01 Proposed Map Amendment (Hwy 76/Ligon St Parcels)

This proposed amendment of the Official Zoning Map would change the current zoning of a group of parcels totaling approximately 21 acres situated near Highway 76 and Ligon Street from RM-1 (Two-family Residential) District to RM-4 (Multi-family Residential) District.



Report on 2024-R-01 Proposed Map Amendment (Hwy 76/Ligon St Parcels)

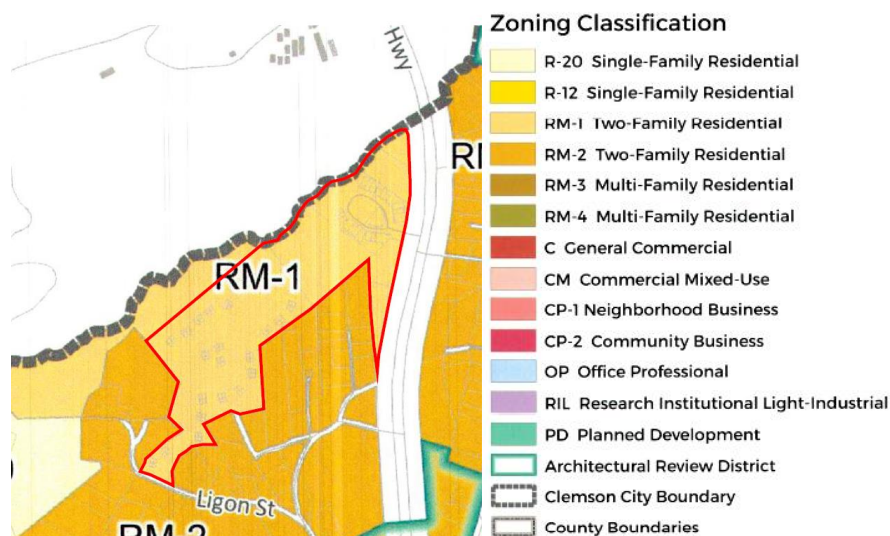
Zoning

As noted above, the properties are currently zoned RM-1 Two-family Residential District, which is:

intended for conventional residential development, patio home, zero-lot-line housing, and two-family dwellings on relatively small lots in areas where it is appropriate to increase density but maintain a neighborhood scale that serves as a transition between higher density multi-family districts and traditional lower density residential districts.

And, the purpose of the proposed zoning, RM-4 Multi-family Residential District, is:

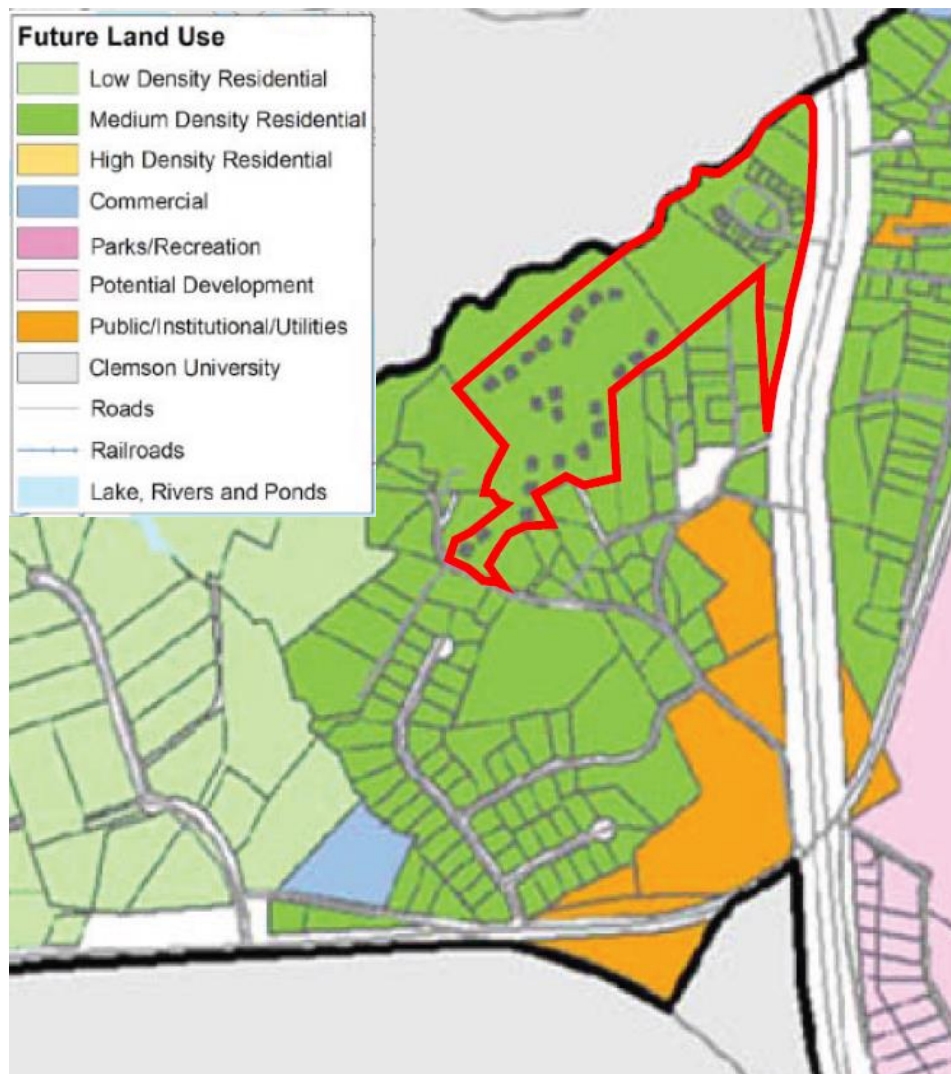
to maintain and promote medium- to high-density residential development as appropriate for multiple-unit, patio home and zero-lot-line housing. This district is intended to provide alternatives to low-density, single-family, detached housing with an emphasis on walkable, environmentally responsible design principals.



Because current zoning requirements do not allow for the construction of townhomes in the RM-1 District, however, the existing development on the properties, which was constructed under old rules no longer in the Code, are legal non-conformities. This means that any future projects involving similar construction on the properties cannot be permitted, even in the event existing structures are destroyed and the owner wishes to rebuild what is now there. Also, it is worth noting that current construction costs combined with the limited number of units that might be reasonably expected to result from projects permitted under existing zoning (only single-family or duplex), development of the properties would have very limited chance of being financially feasible.

Comprehensive Plan

Although the Comprehensive Plan does not call out the specific properties, they are included in a group identified by the Future Land Use Map for medium density residential use.



The current RM-1 District zoning, however, is shown by the plan to be among the low density residential uses, which are for “single-family, site-built residential structures on large or medium-sized lots....” The proposed RM-4 zoning, which is classified by the plan as high density residential, would allow for a greater range of development, including “single-family residential structures, duplexes, patio homes, townhomes, and multi-family developments.”

Report on 2024-R-01 Proposed Map Amendment (Hwy 76/Ligon St Parcels)

Application



CITY OF
Clemson
PLANNING &
DEVELOPMENT

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

PC

PLANNING COMMISSION ZONING AMENDMENT APPLICATION

Please complete in ink and return to the Planning and Codes Administration Department with required attachments, information, and filing fee. Zoning Map Amendment (Rezoning) applications require a filing fee of \$250, a current survey of the property, a copy of the deed, and a designation of agent if owner is not the applicant. **Both sides of this application must be completed; incomplete applications will not be accepted.**

- An amendment to the zoning ordinance text or the zoning map may be initiated by the city council, the planning commission, or the board of zoning appeals.
- An amendment to the zoning map for changing a zoning district designation of property may be initiated by the owner of the property affected or by an agent authorized by the owner in writing.

File no.: R - - PIN: - - - Date submitted: / / Planning Commission meeting date: / /
Amendment type: ☒ Map amendment (Rezoning) ☐ Text amendment
Initiated by: ☐ Owner/Agent ☐ City Council ☒ Planning Commission ☐ Board of Zoning Appeals

OWNER(S) INFORMATION

Last name: N/A First: Middle: Interest
☐ Sole owner ☐ Co-owner
Mailing address: City: State: ZIP Code:
Daytime phone no.: () Fax no.: () E-mail:

APPLICANT INFORMATION

To be completed only if Owner is not Applicant:

Applicant's last name: City of Clemson First: Middle:
Mailing address: 1250 Tiger Blvd City: Clemson State: SC ZIP Code: 29631
Daytime phone no.: 864-653-2050 Fax no.: () E-mail: jpeabody@cityofclemson.org

PROPERTY INFORMATION

THE OWNER/APPLICANT HEREBY REQUESTS that the property described below be rezoned from RM-1 to RM-4
Property address: See Attached Property dimensions: Property area: 21 Acres

DESIGNATION OF AGENT

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

I (we) hereby appoint the person named as Applicant as my (our) agent to represent me (us) in this request for a zoning map amendment.

Owner name Owner signature Date

To be completed by Applicant:

I certify that the information in this request is correct.

Jacob Peabody

Applicant name

Rev. 12-09-05; 06-15-07

Applicant signature

Date

5-2-2024

REQUIRED INFORMATION

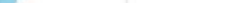
REASONS FOR ZONING AMENDMENT REQUEST: I (we) request the rezoning for the following reasons:

See Attached.

Report on 2024-R-01 Proposed Map Amendment (Hwy 76/Ligon St Parcels)

FOR DISCUSSION ONLY – PLANNING COMMISSION May 13, 2024
Proposed Map Amendment

This proposed amendment of the Official Zoning Map would change the current zoning of a group of parcels totaling approximately 21 acres situated near Highway 76 and Ligon Street (*see map on the next page*) Including 600 Anderson Hwy, 150 Ligon Street and the vacant land parcel ID numbers 4053-10-36-9806, 4053-10-46-2681, 4053-1046-3813 and 4053-10-47-2549 from RM-1 (Two-family Residential) District to RM-4 (Multi-family Residential) District. Because current zoning requirements do not allow for the construction of townhomes in the RM-1 District, the existing development on the properties, which was constructed under old rules no longer in the Code, are legal non-conformities. This means that any future projects involving similar construction on the properties cannot be permitted. And, given current construction costs combined with the limited number of units that might be reasonably expected to result from projects permitted under current zoning (only single-family or duplex), development of the properties would have very limited chance of being financially feasible. Therefore, this proposed map amendment is being proposed for discussion in an effort to allow consideration of creating an avenue for the future development (or redevelopment in a similar manner) of the properties. It should be noted that the type of residential structure permitted would be the only change associated with the proposed amendment. Staff will provide a more detailed report on the matter at the meeting.





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
AGENDA ITEM REQUEST FORM

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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)

Consider 2nd reading of an amendment to Article III Sec. 13-73. d., to allow an occupancy violation to be issued to the property manager, person in charge, or resident, not just the property owner.

Agenda Item Detail: (expand as necessary for clarification)

To issue a violation we have to physically hand the person a violation and staff can only do this within the boundaries of Clemson. This makes issuing a violation very difficult when so many owners live out of town. This will allow us to issue ordinance violations to who ever the responsible party is.

CODE OF ORDINANCES

CHAPTER 13 OFFENSES AND MISCELLANEOUS PROVISIONS (1)

FOOTNOTE(S):

--- (1) ---

Cross reference—Traffic, ch. [18](#).

ARTICLE III. RENTAL HOUSING REGULATIONS (3)

FOOTNOTE(S):

--- (3) ---

Editor's note—Ord. No. CC-2012-03, adopted March 19, 2012, amended art. III in its entirety to read as set out herein. Former art. III, §§ 13-55—13-75, pertained to similar subject matter and derived from Ord. No. CC-2010-10, adopted Sept. 7, 2010.

Sec. 13-73. Occupancy Label Required.

- a. Effective January 1, 2011, an Occupancy Label signed and issued by the Zoning and Codes Administrator shall be affixed to one of the following locations as determined by the owner of the rental property: the interior side of the main door of the rental residence, or on the exterior surface of the refrigerator door, inside the cabinet door beneath the kitchen sink or on the wall or door immediately adjacent to the fire extinguisher or in an otherwise conspicuous location. The Occupancy Label shall indicate the maximum number of occupants allowed by Section [19-304](#), address of the residence, and date of issuance. Removal of the label shall be cause for denial of a rental permit for the property.
- b. Initial issuance of the Occupancy Label will be hand delivered to the owner/person in charge or through first class mail to the owner of the rental property within 30-days of receiving their first permit.
- c. Subsequent issuance of new Occupancy Labels will be done on an as-needed basis in conjunction with issuance of rental permits after successful completion of the rental inspection.
- d. **It is the responsibility of the Property Owner or Person in Charge to ensure that tenants are aware of the occupancy guidelines. Occupancy violations will be levied against the Property Owner, Property Manager, Person in Charge, Resident of the Property, or some combination of the foregoing.** Violation of occupancy guidelines may result in suspension of the rental permit.
- e. There shall be a \$5 fee for replacement of a destroyed, lost, or removed Occupancy Label.



CITY OF CLEMSON
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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 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-

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
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)

Consider a Contractual Agreement between Clemson University and City of Clemson for CAT transportation services in fiscal year 2024-2025.

Agenda Item Detail: (expand as necessary for clarification)

Please find attached to the agenda web page the agreement for CATbus service in the new fiscal year.

The route remains the same as last year with the removal of the Nursing Route.

Clemson University will pay \$879,565 for the Red Route, \$262,677 for the Gold Route, and make a contribution to the Pendleton Route at the cost of \$15,000.

**Contractual Agreement between
Clemson University and the City of Clemson, SC
July 2024 – June 2025**

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

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

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

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

Accordingly, the University and the City agree as follows:

I. TERM

This Agreement is effective upon signature by all representatives for both parties and shall remain in full force and effect until June 30, 2025, or until terminated pursuant to the provisions of Section IX below; provided however that the terms of this Agreement are subject to renegotiation pursuant to Section XI, including but not limited to COVID-19 considerations.

II. OPERATIONS AND SERVICES

- A. Operations. The Parties agree to continue operation of CAT running the Red Route, Tripper Routes, and Gold Route service. The Gold Route will operate for a minimum of three years at the hourly rate for the corresponding budget year (2 years remaining). CAT operating year begins on July 1 and ends on June 30 of the following year.
- B. Services. The Parties agree to the bus routes and timetables for the various routes as set forth as Exhibit A to this Agreement.

The Parties agree to make best efforts to mutually develop routes, timetables and headways on or before May 31, 2025, if the Parties anticipate renewing this Agreement for a subsequent period.

The routes and timetables in Exhibit A may be amended from time to time by mutual written agreement between the University and the City. To the extent that such changes impact the costs, the University and the City will include the proper adjustment of those costs in the written amendment. All route changes, additions or deletions utilizing any funds matched by University contributions must be approved by the University.

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

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

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

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

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

IV. USE OF CLEMSON UNIVERSITY TIGER PAW

The University owns a federal trademark registration for the Tiger Paw mark. In addition, it maintains strong common law rights to the mark by way of its long, extensive, and continuous use of the logo in connection with various services, promotions and licensed merchandise. The Tiger Paw may not be used by a third party without the written approval of the University. The unauthorized use of the mark, or any confusingly similar version of it, may give rise to claims for trademark

infringement, dilution, and/or unfair competition. To this point, under the law, such claims do not arise only when a third party uses an exact copy of the mark. Rather, a third party cannot use a design similar to that protected by the University (including, without limitation, a "reversed" version of the design or a design with slight variations) if such a use is likely to confuse the public as to affiliation with, or sponsorship, or approval by the University.

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

V. FINANCIAL/EQUIPMENT COMMITMENTS

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

A. University

- (1) The University shall pay half of the following amount on September 16 of each year, and the other half on February 3 of each year:
 - i. Matching contribution of operating and administrative costs for CAT in the amount of \$879,565 as outlined in Exhibit B for the Red Route; matching contribution of operating and administrative costs for CAT in the amount of \$262,677 as outline in Exhibit B for the Gold Route; and
 - ii. A one (1) time contribution as a matching contribution of operating and administrative costs for the Pendleton Route in the amount of \$15,000.
- (2) As a contribution to the Capital Equipment Reserve Account, the University shall pay to the City \$0.
- (3) The University will consider and agree with the City on matching fund payments as a separately commit to support the strategic bus replacement plan as mutually agreed to (see Section V. C (3)).
- (4) The University shall pay a Driver Only rate of \$24 for Driver Only services provided by the City.

B. City

- (1) The City will prepare a draft transit operation budget for the term of this Agreement, which will be the basis for discussions on CAT enterprise fund account and cost discussions as required by this contract. The City will provide a final budget to the University upon its completion.
- (2) The City will maintain a CAT enterprise fund account as part of its operating budget.
- (3) The City will deposit into the CAT enterprise fund, all funds received from the University pursuant to the Agreement, to include any and all revenues generated by the CAT operation reserve accounts. In the event that the University chooses not to renew this Agreement, the City will prorate any and all related year-to-date operating expenses and reimburse the University any funds paid by the University up to the service termination date. In the event these related operating expenses exceed payments received from the University at the time of service termination, the City shall invoice the University, within 30 days of service termination, for payment of utilized but unpaid hours of service. The City will retain all other operational and capital purchase reserve amounts in the CAT enterprise account, not otherwise owed to the University under this Agreement. Those funds shall be utilized for the ongoing operation of the transit service.
- (4) The City, at every opportunity, shall apply for federal and state grants for CAT, including grants pursuant to 49 U.S.C. §§5307, 5309, 5310, 5339, and 5340. Any grant applications which commit University resources shall be reviewed and approved by the University's Vice President for Student Affairs prior to the submission of the grant application to the sponsor or funding agency. All future transit grant funds received by the City will be deposited into the CAT enterprise fund or a separate capital grant account if required as a condition of the grant award.
- (5) The City shall carry a minimum of ONE MILLION DOLLARS (\$1,000,000) insurance coverage combined single limit for bodily injury and property damage per accident on all vehicles and will provide University with proof of insurance of the policy. A certificate of insurance will be provided by the City to the University's Office of Risk Management prior to the commencement of the operation of a transit vehicle. The premium for this insurance will be paid out of the transit account maintained by the City.
- (6) The City agrees that savings created from fleet conversion from diesel to electric will be monitored and tracked on a monthly basis or quarterly as mutually agreed upon. Such data will be used as part of a

life cycle cost analysis to determine whether to continue to replace diesel buses with electric buses.

C. Both Parties.

- i. In the event of an extreme and unexpected economic situation, i.e., significant increase in fuel expense or major maintenance issue, both the University and the City agree to mutually determine how to resolve the resulting funding requirement.
- ii. Both the University and the City agree to mutually develop and agree on a bus replacement strategy for future years that will consider commitments of capital investments, strategic purchase of vehicles and infrastructure to support the fleet, utilization of grant or other public funding, matching funds and other factors that go into making replacement decisions. The strategy will make every effort to achieve a fair, well thought out, and future-looking plan that will allow both parties to work in the best interest of the future of CAT as it supports the University needs.

VI. OTHER COMMITMENTS AND GOALS

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

A. University

- (1) The University agrees to jointly communicate any proposed route or schedule changes to its students and student government representatives.
- (2) The University agrees to provide research support from faculty and/or students to attempt to study and model grant funding to allow the University and City to make educated, data based decisions on the impact of route changes on potential qualification of available operational grant funding.
- (3) The University agrees to market, encourage, and promote CATbus ridership to its students, faculty, and staff in a mutual effort to increase ridership.

B. City

- (1) The City shall operate CAT in accordance with the terms and conditions of this Agreement, including any properly executed amendments or other modifications mutually agreed upon in writing by both parties.
- (2) All CAT personnel will be employees of the City, and it is the City's responsible to ensure that personnel who drive buses are properly licensed and trained.

- (3) The City will maintain all buses according to best practices to ensure that they are fully operational, safe, clean and well-kept, and the City will use its best efforts to ensure that buses display accurate information on the marquis of each bus.
- (4) The City agrees to operate the Red Route and the Gold Route as outlined in Exhibit A.

VII. ADMINISTRATION

- A. Responsibilities. The primary responsibility for the overall implementation, operations, and management of CAT belongs to the City. The City is responsible for adhering to the budget; any exceptions to the approved budget during the term of this Agreement must be approved in writing by the University. The City will coordinate all operations information with the University. All matters related to this Agreement and the operation of the transit system shall be communicated to the University by the Associate Vice President for Student Affairs responsible for parking and transit operations.
- B. Audit and Record Keeping. The University shall have the right, upon request, to audit the records of the City and CAT as they pertain to this contract, including relevant computer files. The University agrees to provide the City with a copy of any such audit. The City agrees to provide the University with a copy of any audit initiated by an outside agency which includes any aspect of the City's Transit operations, equipment or facilities. The City Agrees to maintain records relating to this contract for a period of three (3) years from the date of final payment under this Agreement. This provision will survive expiration or earlier termination of this Agreement. These records shall be maintained in accordance with generally accepted accounting principles. These records do not include personnel files of individual employees except to the extent of needing to possibly identify who was employed at certain times during the contract.
- C. Reports. In addition to the reports provided to the Transit Operations Partners Committee, the City shall provide the following reports to the University:
 - (1) Ridership Report: The City shall electronically provide a monthly summary of ridership in a spreadsheet format. Additionally, the University shall have access upon reasonable request to the daily ridership route logs and in the event such daily logs are maintained in an electronic format, the City shall upon request provide an electronic copy to the University.
 - (2) Exception Reports: The City shall deliver a summary report indicating any run on a scheduled route that was not started or completed detailing the reason for the cancellation, or early termination of the run on the route, within five (5) business days of the occurrence.
 - (3) Financial Reports: The City shall provide a monthly budget report to the University showing the revenues and expenses for CAT

including line item detail of the Capital Equipment Reserve Account and the CAT enterprise fund account.

- D. Monthly Meetings. The parties shall meet in September, October, January, March and May on mutually agreeable dates to discuss ridership trends, potential route modifications, operational matters, identify opportunities for efficiencies, budget review, and such other matters as the parties agree. CATbus staff will meet with Parking & Transportation as needed to develop and modify all data used in the analyses. The Transit Administrator is responsible for establishing the meeting dates and times.

VIII. OVERSIGHT

- A. Transit Operations Partners Committee. A committee will be established and maintained for the purpose of ongoing review and oversight of transit operations. The Transit Operations Partners Committee will meet each year in February for its annual review. This committee will consist of members designated by each of the local financial sponsors - municipal and university - of the CAT system, including:

- Clemson University Associate Vice President of Student Affairs
- Clemson University Director of Parking and Transportation Services
- Clemson University Chair of Parking Advisory Committee
- Clemson University Parking Advisory Committee Member
- Clemson University Student Senate President or designee
- Clemson University Graduate Student Body President or designee
- Clemson University Student Body President or designee
- Clemson City Administrator and/or Deputy Administrator
- One Clemson City Council member
- One representative from each Contractual Participant of Tri-County Technical College, Pendleton, Central and Seneca.

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

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

- (1) Monthly operations reports;
- (2) Ridership data for all routes;
- (3) Revenue/expenditure reports;

- (4) Citizen complaints and suggestions;
- (5) New service requests;
- (6) Grant requests;
- (7) Long-range planning; and
- (8) Capital improvement programs.

IX. TERMINATION

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

Upon termination,

- (1) The City will reimburse the University any funds paid by the University during the year in which the termination occurred which had not yet been obligated.
- (2) Upon any reduction or elimination of grant funding for CAT by the SCDOT or by the FTA, neither party to this Agreement shall be required to provide funding to maintain operations and services. This event will be considered a Special Exception allowing the early termination of this Agreement, if the Agreement cannot be modified to continue operations without the grant funds at issue.

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

X. LIABILITY AND INDEMNIFICATION

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

XI. RENEGOTIATION

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

XII. FEDERAL CLAUSES

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

APPROVED AND ACCEPTED BY:

CLEMSON UNIVERSITY

CITY OF CLEMSON

By: _____
Procurement Director Date

By: _____
Transit Administrator Date

By: _____
City Administrator Date

By: _____
Mayor Date

Exhibit A

Bus Routes and Timetables

Red Route

FY 25 Red Route Service Days of Week	Begins	Ends	# of Hours of Service	# of Days	# of Buses	Total Hours	Cost per Hour	Total Costs
FY 25 Red Route Service								
Semester Service Monday - Thursday	7:00 AM	11:00 AM	4.0	113	7	3,164	\$ 90.36	\$ 285,899.04
August 20, 2024 - May 3, 2025 Monday - Thursday	11:00 AM	2:00 PM	3.0	113	4	1,356	\$ 90.36	\$ 122,528.16
Monday - Thursday	2:00 PM	6:00 PM	4.0	113	7	3,164	\$ 90.36	\$ 285,899.04
Monday - Thursday	6:00 PM	8:00 PM	2.0	113	4	904	\$ 90.36	\$ 81,685.44
Monday - Thursday	8:00 PM	3:00 AM	7.0	113	2	1,582	\$ 90.36	\$ 142,949.52
(Full) Monday - Thursday	7:00 AM	8:00 PM	13.0	13	4	676	\$ 90.36	\$ 61,083.36
(Full) Monday - Thursday	8:00 PM	3:00 AM	7.0	13	2	182	\$ 90.36	\$ 16,445.52
(Holiday) Monday - Thursday	7:00 AM	6:30 PM	11.5	15	2	345	\$ 90.36	\$ 31,174.20
Friday	7:00 AM	12:00 AM	17.0	32	4	2,176	\$ 90.36	\$ 196,623.36
Friday	12:00 AM	3:00 AM	3.0	32	2	192	\$ 90.36	\$ 17,349.12
(Holiday) Friday	7:00 AM	10:30 PM	15.5	4	2	124	\$ 90.36	\$ 11,204.64
Saturday	7:30 AM	8:00 PM	12.5	29	2	725	\$ 90.36	\$ 65,511.00
Saturday	8:00 PM	12:00 AM	4.0	29	2	232	\$ 90.36	\$ 20,963.52
Saturday	12:00 AM	3:00 AM	3.0	29	2	174	\$ 90.36	\$ 15,722.64
Saturday (football)	7:30 AM	8:00 PM	12.5	7	2	175	\$ 90.36	\$ 15,813.00
Sunday	7:30 AM	3:00 AM	19.5	28	2	1,092	\$ 90.36	\$ 98,673.12
(Holiday) Sunday	2:00 PM	3:00 AM	13.0	4	2	104	\$ 90.36	\$ 9,397.44
COVID Service Monday - Sunday	7:00 AM	10:30 PM	15.5	0	2	0	\$ 90.36	\$ -
subtotal						16,367		\$ 1,478,922.12
Summer 2022 Service Monday - Thursday	7:00 AM	8:30 PM	13.5	27	2	729	\$ 90.36	\$ 65,872.44
July 1 - August 19, 2024 Friday	7:00 AM	10:30 PM	15.5	7	2	217	\$ 90.36	\$ 19,608.12
Saturday	10:00 AM	8:00 PM	10.0	7	2	140	\$ 90.36	\$ 12,650.40
Sunday	12:00 PM	4:00 PM	4.0	6	2	48	\$ 90.36	\$ 4,337.28
Summer 2022 Service Monday - Thursday	7:00 AM	8:30 PM	13.5	31	2	837	\$ 90.36	\$ 75,631.32
May 4, 2025 - June 30, 2025 Friday	7:00 AM	10:30 PM	15.5	8	2	248	\$ 90.36	\$ 22,409.28
Saturday	10:00 AM	8:00 PM	10.0	9	2	180	\$ 90.36	\$ 16,264.80
Sunday	12:00 PM	4:00 PM	4.0	9	2	72	\$ 90.36	\$ 6,505.92
subtotal						2,471		\$ 223,279.56
Total Service Days:				342				
Total Hours (FY25)						18,838	FY 25 Red Route Service Cost	\$1,702,201.68
Total Hours (FY24)						18,730	FY 24 Red Route Service Cost	\$1,692,442.80
Variances (FY25 - FY24)						108		\$9,758.88

Tripper

CAT and Clemson University Cost Comparisons for 2024-2025 Transit Service Requirements

FY 25 Tripper Service Analysis	Days of Week	Begins	Ends	# of Hours of Service	# of Days	# of Buses	Total Hours
FY 25 Tripper Service Analysis							
Non-Home Game Service	Thursday	11:00 PM	3:00 AM	4.0	26	1	104
	Friday	12:00 AM	3:00 AM	3.0	25	2	150
	Saturday	10:00 PM	3:00 AM	5.0	22	1	110
	Saturday	12:00 AM	3:00 AM	3.0	22	1	66
Home Game Service	Thursday	11:00 PM	3:00 AM	4.0	6	1	24
	Thursday	12:00 AM	3:00 AM	3.0	6	1	18
	Friday	12:00 AM	3:00 AM	3.0	6	2	36
	Saturday	10:00 PM	3:00 AM	5.0	7	1	35
	Saturday	12:00 AM	3:00 AM	3.0	7	1	21
	Late Night Service Subtotal						
Total FY 25 CU Extra Tripper Service Hours:							564
Total FY 24 CU Extra Tripper Service Hours:							564
Variance							0

Gold Route

FY25 Gold Route Transit Summary

Route Name	Days of Wk.	# of Days	Route Begin Time	Route End Time	Shift Hours	Chargeable Hours / Bus	# of Buses	Total Days	Total Service Hrs.	Service Hrs. per Day
GOLD ROUTE	Mon. - Fri.	5	7:00 AM	11:00 AM	4:00	4.0	2	153	1224	8
	Mon. - Fri.	5	11:00 AM	2:00 PM	3:00	3.0	1	153	459	3
	Mon. - Fri.	5	2:00 PM	6:00 PM	4:00	4.0	2	153	1224	8
								<i>Total Service Days:</i>		153
								<i>Total Service Hours:</i>		2907.0

Red Route

JULY 2024							Red Route 2024-2025 AUGUST 2024							SEPTEMBER 2024						
Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat
	1	2	3	4	5	6					1	2	3	1	2	3	4	5	6	7
7	8	9	10	11	12	13	4	5	6	7	8	9	10	8	9	10	11	12	13	14
14	15	16	17	18	19	20	11	12	13	14	15	16	17	15	16	17	18	19	20	21
21	22	23	24	25	26	27	18	19	20	21	22	23	24	22	23	24	25	26	27	28
28	29	30	31				25	26	27	28	29	30	31	29	30					
Red - 15 min Service							Red - 15 min Service							Red - 15 min Service						
Red - Full Service							Red - Full Service							Red - Full Service						
Red - Summer/Holiday Service							Red - Summer/Holiday Service							Red - Summer/Holiday Service						
Red - Saturday Summer Service							Red - Saturday Summer Service							Red - Saturday Summer Service						
Red - Sunday Summer Service							Red - Sunday Summer Service							Red - Sunday Summer Service						
Red - Other (See Detail Below)							Red - Other (See Detail Below)							Red - Other (See Detail Below)						
Red - No Service							Red - No Service							Red - No Service						
Total Service Days							Total Service Days							Total Service Days						
30							31							29						
OCTOBER 2024							NOVEMBER 2024							DECEMBER 2024						
Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat
		1	2	3	4	5						1	2	1	2	3	4	5	6	7
6	7	8	9	10	11	12	3	4	5	6	7	8	9	8	9	10	11	12	13	14
13	14	15	16	17	18	19	10	11	12	13	14	15	16	15	16	17	18	19	20	21
20	21	22	23	24	25	26	17	18	19	20	21	22	23	22	23	24	25	26	27	28
27	28	29	30	31			24	25	26	27	28	29	30	29	30	31				
Red - 15 min Service							Red - 15 min Service							Red - 15 min Service						
Red - Full Service							Red - Full Service							Red - Full Service						
Red - Summer/Holiday Service							Red - Summer/Holiday Service							Red - Summer/Holiday Service						
Red - Saturday Summer Service							Red - Saturday Summer Service							Red - Saturday Summer Service						
Red - Sunday Summer Service							Red - Sunday Summer Service							Red - Sunday Summer Service						
Red - Other (See Detail Below)							Red - Other (See Detail Below)							Red - Other (See Detail Below)						
Red - No Service							Red - No Service							Red - No Service						
Total Service Days							Total Service Days							Total Service Days						
29							28							22						
JANUARY 2025							FEBRUARY 2025							MARCH 2025						
Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat
			1	2	3	4							1							1
5	6	7	8	9	10	11	2	3	4	5	6	7	8	2	3	4	5	6	7	8
12	13	14	15	16	17	18	9	10	11	12	13	14	15	9	10	11	12	13	14	15
19	20	21	22	23	24	25	16	17	18	19	20	21	22	16	17	18	19	20	21	22
26	27	28	29	30	31		23	24	25	26	27	28		23	24	25	26	27	28	29
														30	31					
Red - 15 min Service							Red - 15 min Service							Red - 15 min Service						
Red - Full Service							Red - Full Service							Red - Full Service						
Red - Summer/Holiday Service							Red - Summer/Holiday Service							Red - Summer/Holiday Service						
Red - Saturday Summer Service							Red - Saturday Summer Service							Red - Saturday Summer Service						
Red - Sunday Summer Service							Red - Sunday Summer Service							Red - Sunday Summer Service						
Red - Other (See Detail Below)							Red - Other (See Detail Below)							Red - Other (See Detail Below)						
Red - No Service							Red - No Service							Red - No Service						
Total Service Days							Total Service Days							Total Service Days						
28							28							28						
APRIL 2025							MAY 2025							JUNE 2025						
Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat
		1	2	3	4	5					1	2	3	1	2	3	4	5	6	7
6	7	8	9	10	11	12	4	5	6	7	8	9	10	8	9	10	11	12	13	14
13	14	15	16	17	18	19	11	12	13	14	15	16	17	15	16	17	18	19	20	21
20	21	22	23	24	25	26	18	19	20	21	22	23	24	22	23	24	25	26	27	28
27	28	29	30				25	26	27	28	29	30	31	29	30					
Red - 15 min Service							Red - 15 min Service							Red - 15 min Service						
Red - Full Service							Red - Full Service							Red - Full Service						
Red - Summer/Holiday Service							Red - Summer/Holiday Service							Red - Summer/Holiday Service						
Red - Saturday Summer Service							Red - Saturday Summer Service							Red - Saturday Summer Service						
Red - Sunday Summer Service							Red - Sunday Summer Service							Red - Sunday Summer Service						
Red - No Service							Red - No Service							Red - No Service						
Total Service Days							Total Service Days							Total Service Days						
30							30							29						

Tripper Route

2024-2025 Tripper Route Service Calendar

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

Tripper - One Bus					0
Tripper - Two Bus					0
Tripper - No Service					31

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

Tripper - One Bus					2
Tripper - Two Bus					4
Tripper - No Service					25

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

Tripper - One Bus					1
Tripper - Two Bus					11
Tripper - No Service					18

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

Tripper - One Bus					3
Tripper - Two Bus					8
Tripper - No Service					20

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

Tripper - One Bus					2
Tripper - Two Bus					10
Tripper - No Service					18

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

Tripper - One Bus					2
Tripper - Two Bus					3
Tripper - No Service					31

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

Tripper - One Bus					4
Tripper - Two Bus					7
Tripper - No Service					20

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

Tripper - One Bus					4
Tripper - Two Bus					8
Tripper - No Service					16

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

Tripper - One Bus					3
Tripper - Two Bus					6
Tripper - No Service					22

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

Tripper - One Bus					4
Tripper - Two Bus					8
Tripper - No Service					18

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

Tripper - One Bus					1
Tripper - Two Bus					1
Tripper - No Service					29

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

Tripper - One Bus					0
Tripper - Two Bus					0
Tripper - No Service					30

Total Days of One Bus:	26
Total Days of Two Buses:	66

Gold Route

2024-2025 Gold Route Service Calendar

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

Full Service	0
Holiday Service	0
Total Days	31

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

Full Service	8
Holiday Service	0
Total Days	31

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

Full Service	20
Holiday Service	1
Total Days	30

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

Full Service	21
Holiday Service	2
Total Days	31

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

Full Service	17
Holiday Service	3
Total Days	30

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

Full Service	10
Holiday Service	2
Total Days	31

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

Full Service	17
Holiday Service	2
Total Days	31

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

Full Service	20
Holiday Service	0
Total Days	28

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

Full Service	16
Holiday Service	0
Total Days	31

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

Full Service	22
Holiday Service	0
Total Days	30

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

Full Service	2
Holiday Service	0
Total Days	31

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

Full Service	
Holiday Service	
Total Days	30

Total Days of Full Service:	153
Total Days of Holiday Service:	10

Exhibit B

Financial Detail Sheets

Fiscal Year 2024/2025

Hours of Service: Cost/Benefit Ratio

	24/25 Hours	24/25 Base Cost:	24/25 Payment for Services:	Ratio of Grant \$\$ versus Cost of
Clemson University:				
Red Route	18838	\$1,702,202		
Tripper Service	564	\$50,963		
Sub-Total	19402	\$1,753,165	\$1,753,165	
Less City Grant Subsidy for all routes:			\$876,582.36	50.0% Percentage of grant funding
CU Contribution for all routes:			\$876,582.36	61.5% Percentage of all routes
				\$45.18 CU cost per hour
Clemson University:				
Gold Route	2907	\$262,677		
			\$262,677	0.0% Percentage of grant funding
Less City Grant Subsidy for all routes:			\$0	9.2% Percentage of all routes
CU Contribution for all routes:			\$262,677	\$90.36 CU cost per hour



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)

Consider 1st reading of an Ordinance to create a Sustainability Advisory Committee.

Agenda Item Detail: (expand as necessary for clarification)

This committee would make recommendations to Council regarding natural resources and 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.

The Sustainability Advisory Committee shall consist of 9 at-large members that are appointed by the City Council. The composition and size of the committee may be amended as needed to fulfill its mission. Appointees shall serve a term of three years. Council may reappoint members to subsequent terms as it sees fit, upon timely reapplication for membership. Should a vacancy in office occur, successors shall be appointed to the balance of the unexpired term by the city council. Each member shall hold office for the member's term and until a successor has been appointed by city council.

Initially, appointees will serve staggered terms with 3 serving the full 3-year term, another group of three would serve a 2- year term, and the third set of three would serve a 1 year term. This will make sure the committee has a mix of members with different levels of experience and institutional knowledge. Appointees shall draw straws to determine their term of service.

The committee application notice will be posted upon approval of first reading so appointments may be considered upon approval of second reading.

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.

FY25

BUDGET HIGHLIGHTS



FY25 Budget Summary of All Funds

FY25 Revenues & Expenditures by Fund

Fund Type	Fund Name	Revenues	Expenditures	Estimated Increase (Decrease) in Fund Balance
General Fund	General Fund	\$ 24,324,200	25,896,100	\$ (1,571,900)
Special Revenue Funds	Hospitality Fee Fund	1,485,500	4,984,500	(3,499,000)
Special Revenue Funds	Community Development Fund	50,000	50,000	0
Special Revenue Funds	Emergency Phone Fund	52,400	48,900	3,500
Special Revenue Funds	Tourism Fund	380,000	380,000	0
Special Revenue Funds	Park Land Fund	55,500	0	55,500
Special Revenue Funds	Rental Property Building Fund	145,200	185,200	(40,000)
Special Revenue Funds	Local Accommodations Fund	600,000	456,200	143,800
Special Revenue Funds	Hospitality Tax Fund	1,200,000	1,862,800	(662,800)
Special Revenue Funds	Public Arts Fund	0	19,800	(19,800)
Special Revenue Funds	Twelve Mile Park Fund	127,600	132,800	(5,200)
Special Revenue Funds	American Rescue Plan Act Fund	5,961,500	5,961,500	0
Special Revenue Funds	Police Confiscation Assets Fund	10,000	10,000	0
Special Revenue Funds	Hospitality & Tourism Events Fund	92,300	92,300	0
Capital Project Funds	Arts Center/CAAAM Fund	600,000	0	600,000
Capital Project Funds	Green Crescent Trail Fund	350,000	505,000	(155,000)
Capital Project Funds	Nettles Park Expansion Fund	690,000	940,000	(250,000)
Capital Project Funds	Clemson Park Redevelopment Fund	2,237,000	2,237,000	0
Enterprise Funds	Water Fund	10,895,300	11,015,700	(120,400)
Enterprise Funds	Stormwater Fund	1,216,100	1,264,300	(48,200)
Enterprise Funds	Wastewater Fund	34,080,500	34,200,200	(119,700)
Enterprise Funds	Sanitation Fund	1,943,100	2,256,400	(313,300)
Enterprise Funds	Transit Fund	4,706,600	4,656,000	50,600
Enterprise Funds	Parking Services Fund	458,900	458,900	0
Total (Memorandum Only)		\$ 91,661,700	97,613,600	\$ (5,951,900)

GENERAL FUND



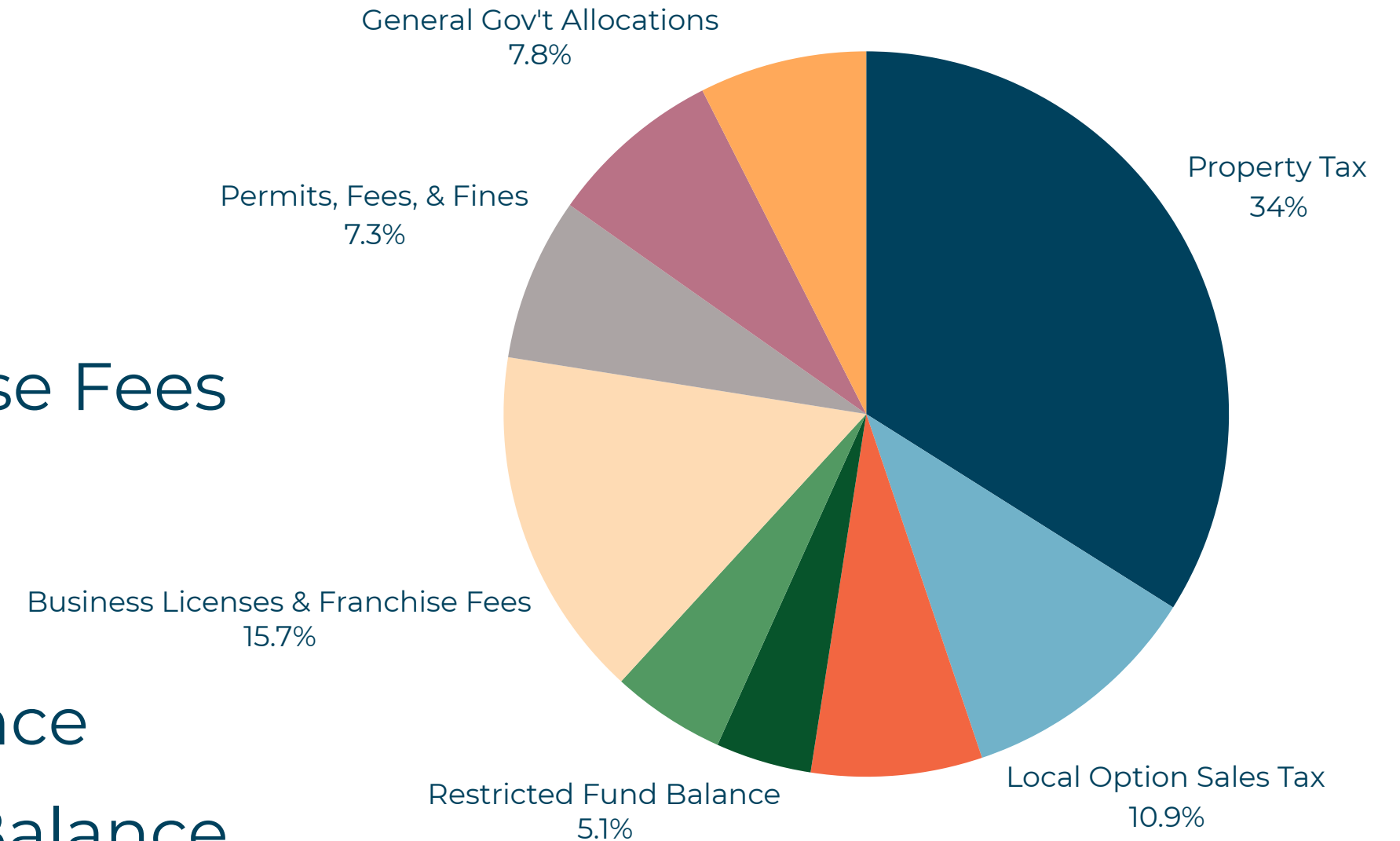
GENERAL FUND HIGHLIGHTS

REVENUES

**Millage Rate
95 mills**

Total Revenue: \$26,539,700

- \$9,293,700- Property Tax
- \$2,856,500- Local Option Sales Tax
- \$4,226,600- Business Licenses & Franchise Fees
- \$2,035,600 - General Gov't Allocations
- \$2,051,600- Federal and State Funding
- \$1,333,300 - Use of Restricted Fund Balance
- \$882,200 - Use of Non-Restricted Fund Balance
- \$1,956,400 - Transfers
- \$1,903,800- Permits, Fees, & Fines



GENERAL FUND HIGHLIGHTS

PROPERTY TAX AND MILLAGE RATE

Proposing a **3 mill** increase in the FY 2025 budget to enhance Public Safety services.



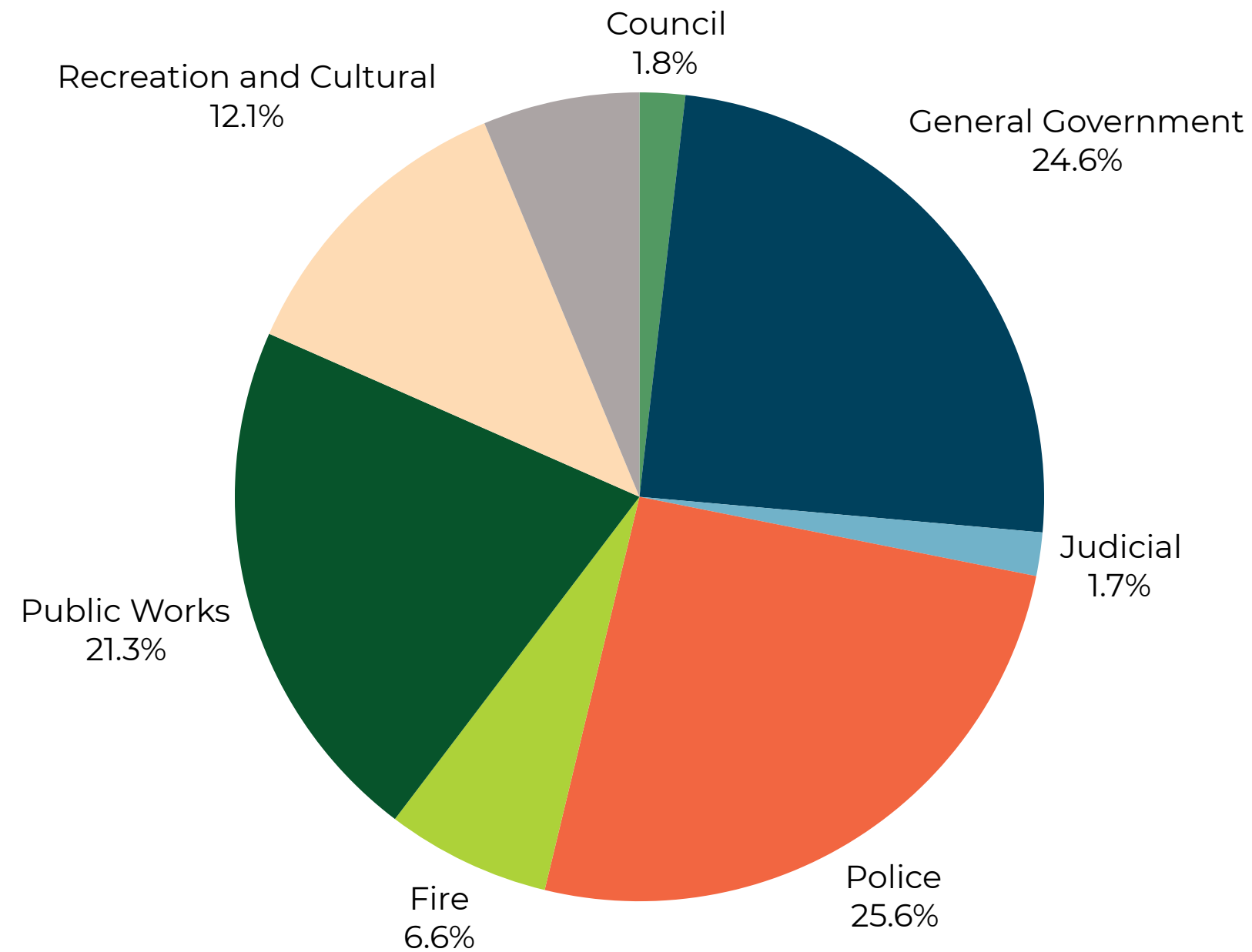
Example Property Tax Calculation:

Calculation of City Tax on a \$200,000 owner-occupied residence, using proposed City millage (for illustration only):

Market Value	\$ 200,000
<u>x Assessment ratio</u>	<u>x .04</u>
Assessed Value	\$ 8,000
<u>x Millage rate</u>	<u>0.09500</u>
Tax bill	\$ 760.00
Estimated LOST Credit Rate	0.001448
LOST Credit Amount	<u>289.57</u>
Amount paid by Owner	\$ 470.43

GENERAL FUND HIGHLIGHTS

EXPENDITURES



Total Expenses: \$26,539,700

- \$9,438,900- Operating Costs
- \$12,107,200- Personnel Costs
- \$3,543,300 - Capital Costs
- \$36,300 - Debt Service
- \$914,000 - Transfers to Other Funds
- \$500,000 - Reserved for Future
Abernathy Park Upgrades

GENERAL FUND HIGHLIGHTS

EXPENDITURES

8 New Full-Time Positions

- 2 Communication Positions
- 2 Administrative Assistants (IT & Planning)
- 1 GIS Technician
- 3 Police Positions
 - 1 Officer
 - 1 Telecommunication/Jailer
 - 1 Detective **Pending Grant Approval*



GENERAL FUND HIGHLIGHTS

EXPENDITURES



\$3,567,900 in New Infrastructure and Infrastructure Maintenance Projects

- Chapman Hill Rd Bridge Repair
- Paving (Poole Ln, Martin St, Strawberry Ln, Roselyn Dr, Vineyard Rd, Calhoun St - West, Pickens St, College St - North, Riggs Dr - Between Strode Cir and Martin St)
- Sidewalk Projects on Abel Rd, Raven Ln, & Riggs Dr.
- Downtown Streetscape Phase 1 - Grant

GENERAL FUND HIGHLIGHTS

EXPENDITURES

\$882,000 in Vehicles and Equipment

- Red Light Battery Back Up
- Portable Light Tower
- Emergency Message Board **Pending Grant Approval*
- Knuckle Boom Truck
- Compact Tractor
- Tract Loader
- **6** Police Vehicles
- **2** Pickup Trucks



SANITATION FUND

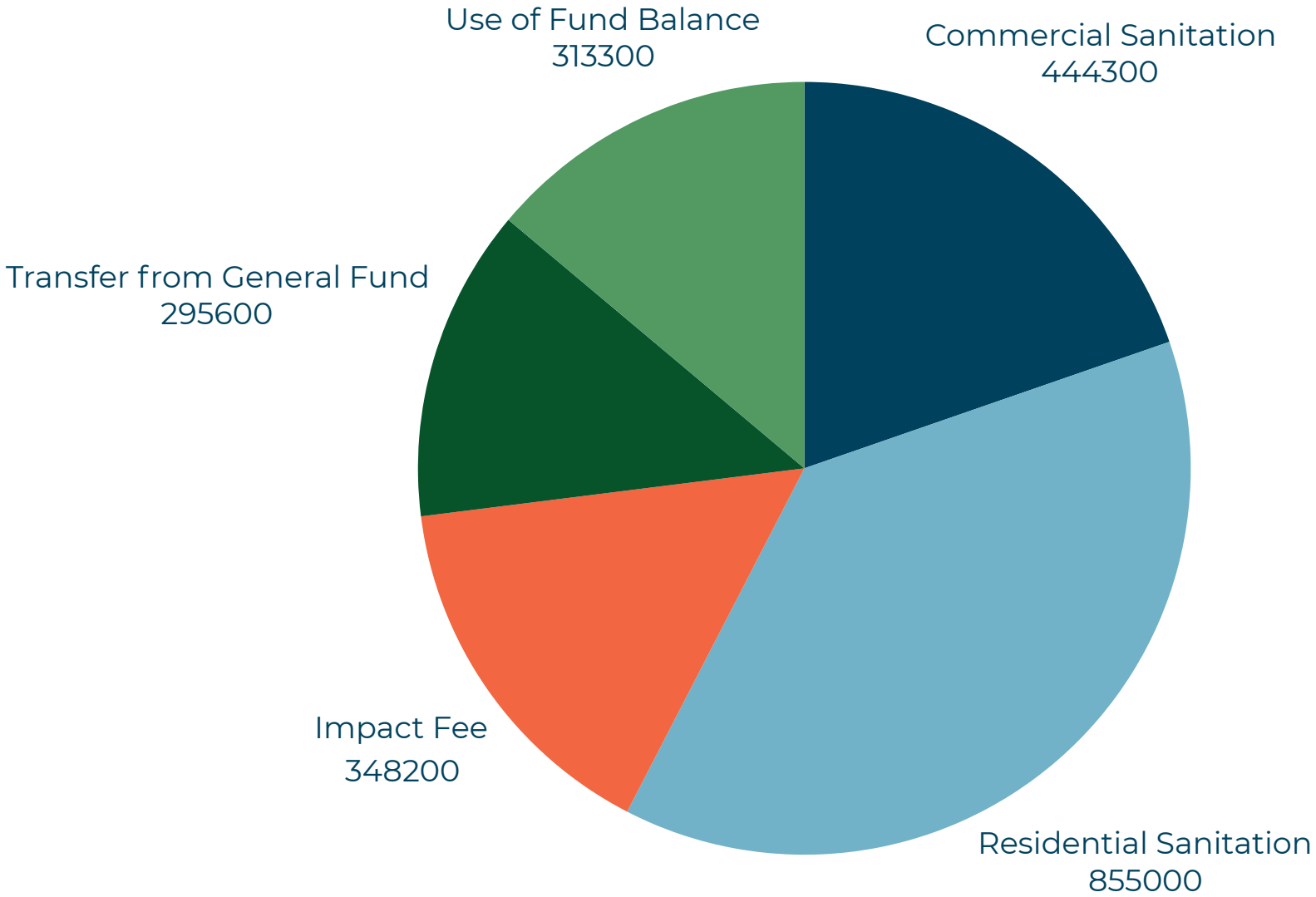


SANITATION FUND HIGHLIGHTS

REVENUES

Total Revenue: \$2,256,400

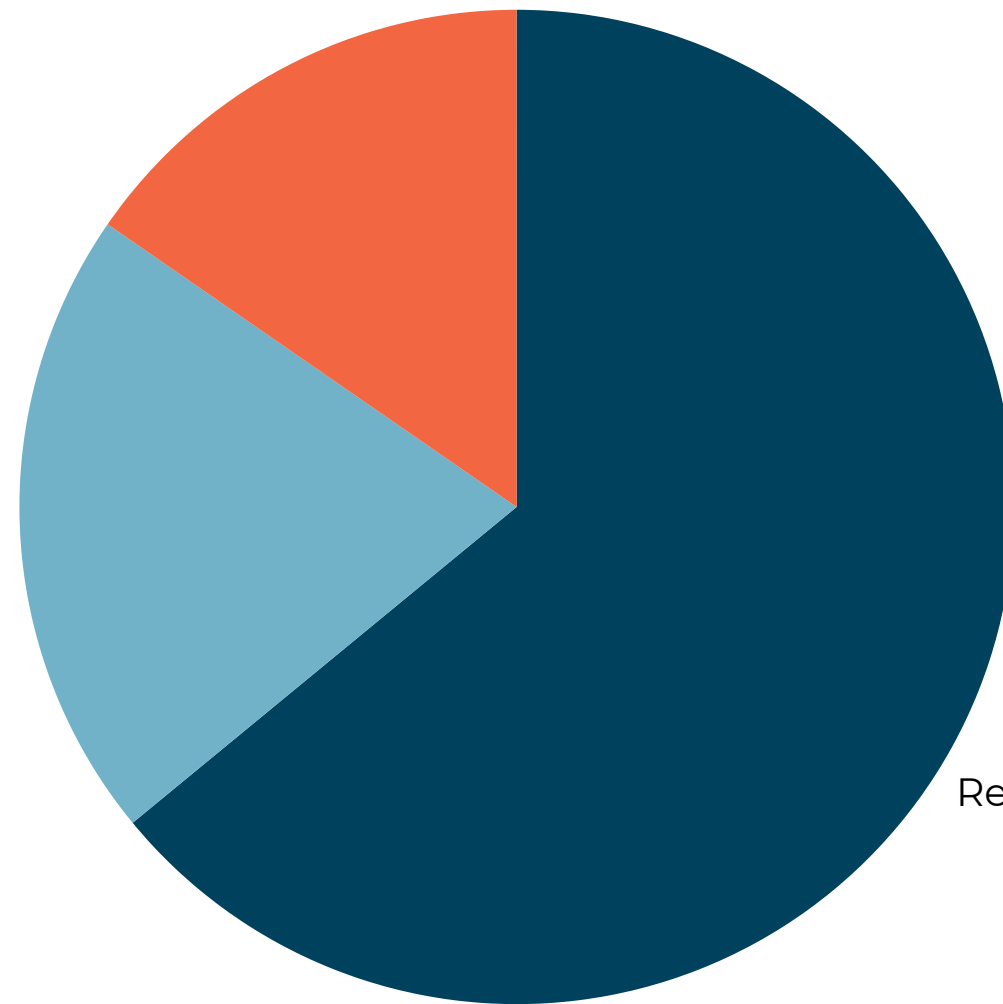
	Current	Proposed	Difference
Residential Sanitation	\$15.00	\$15.00	\$0.00
Commercial Sanitation Roll Cart + Tipping Fee	\$15.00	\$18.00	\$3.00
Commercial Sanitation Dumpster + Tipping Fee	\$70.00	\$75.00	\$5.00



SANITATION FUND HIGHLIGHTS

EXPENSES

General Gov't Allocation
15.4%



Commercial Sanitation
20.6%

Residential Sanitation
64%

Total Expenses: \$2,256,400

- \$479,600- Operating Costs
- \$1,025,000 - Personnel Costs
 - Addition of 2 Maintenance Workers
- \$348,200 - Capital Costs
 - Rear Loader Garbage Truck Purchased with Impact Fees
- \$57,100 - Debt Service
- \$346,500 - General Gov't Allocation

WATER FUND



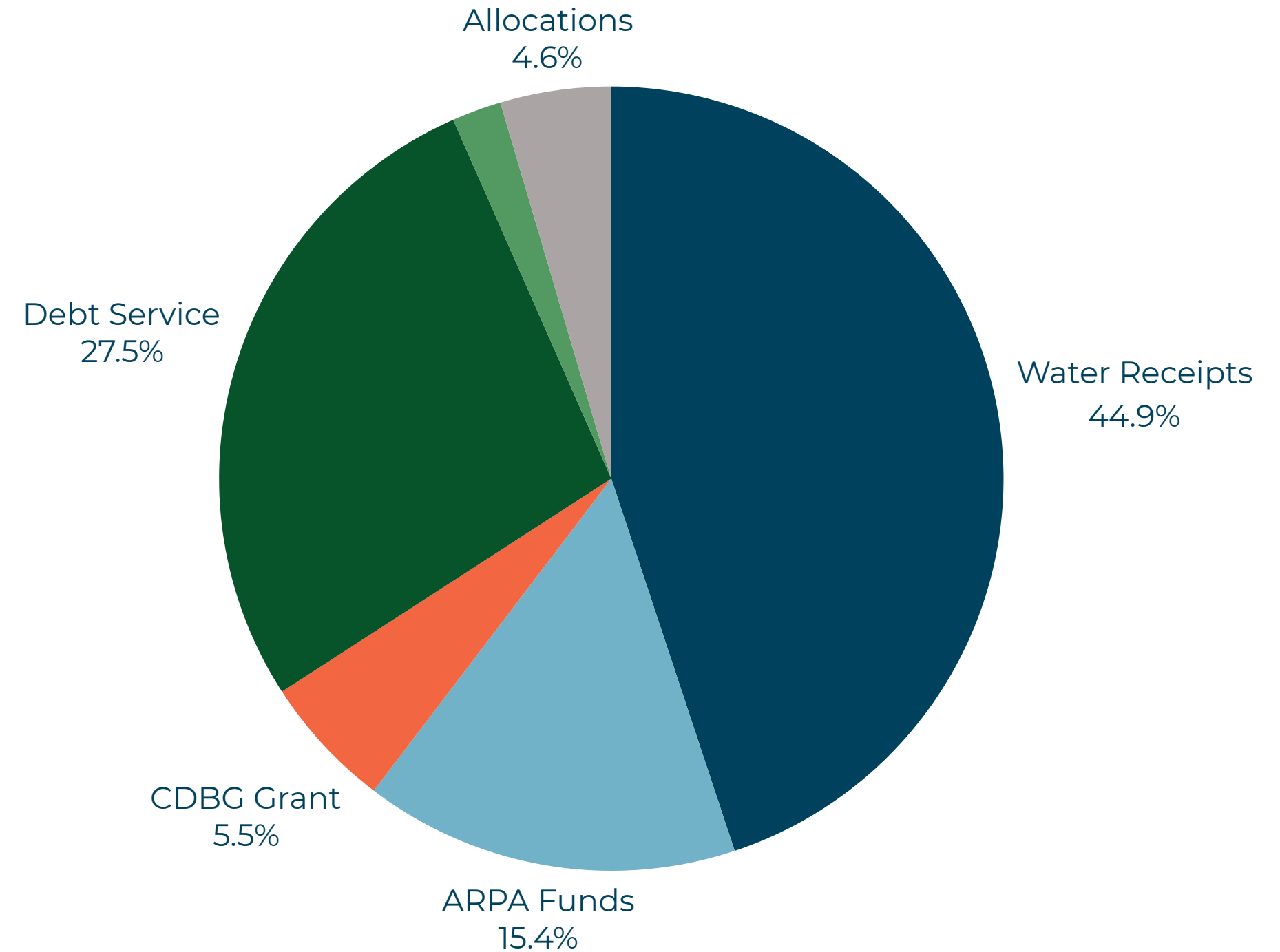
CITY OF
Clemson
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WATER FUND HIGHLIGHTS

REVENUES

Total Revenue: \$10,895,300

- \$4,892,700 - Water Receipts
- \$3,000,000- Proceeds From Debt Service
- \$600,000 - CDBG Grant
- \$1,683,000 - ARPA Funds
- \$222,000 - Impact Fees
- \$497,600 - Utility Billing Allocations



WATER FUND HIGHLIGHTS

RATE INCREASE

	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

IMPACT ON IN-CITY CUSTOMER

BASED ON 5,000 GALLONS USAGE

	Current	Proposed
Average Monthly Bill	\$32.98	\$36.27

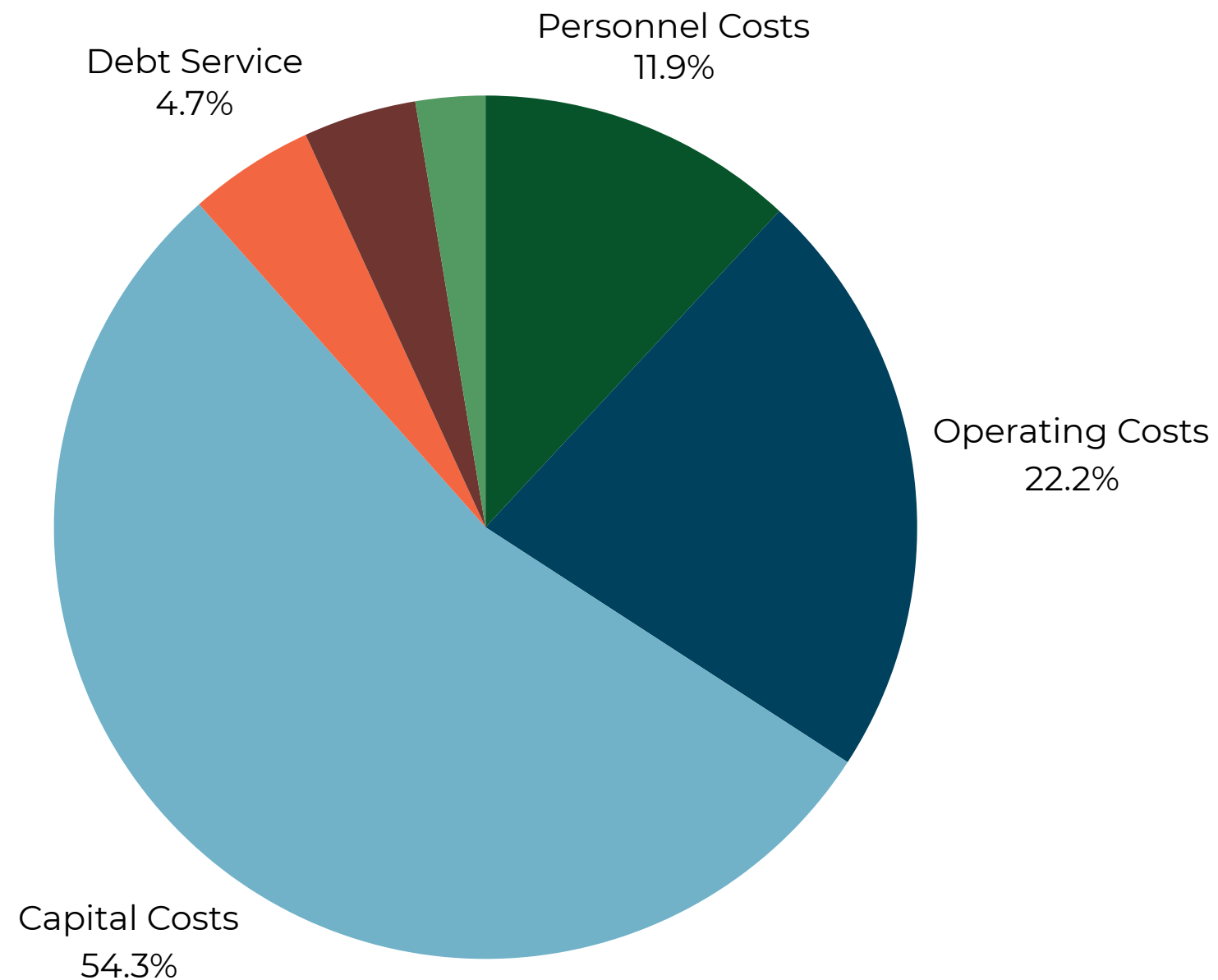
Monthly Increase	\$3.29
Annual Increase	\$39.48

RATES ARE AS RECOMMENDED IN THE RATE STUDY BY WILDAN FINANCIAL & ECONOMIC CONSULTING SERVICES



WATER FUND HIGHLIGHTS

EXPENSES



Total Expenses: \$10,895,300

- \$2,427,800 - Operating Costs
- \$1,298,400 - Personnel Costs
- \$5,915,000 - Capital Costs
- \$512,900 - Debt Service
- \$461,600 - General Gov't Allocation
- \$279,600 - Reserved for Future Projects

WATER FUND HIGHLIGHTS EXPENSES

\$6,289,500 in New Infrastructure and Infrastructure Improvement Projects

- ARPA Funded: Roslyn Dr & Vineyard Rd, Vista Dr & Vista Cir, Monaco Estates and W. Calhoun St.
- CBDG Funded: Red Hill Project - Improvements to Goldman St, Walker St, McGee St, Penson St, Spencer St, and Simpson St.
- CIP Projects: Pine St, Folger St to Dogwood Dr
- Bond Projects: \$3,000,000 in Advanced Metering Infrastructure



WASTEWATER FUND

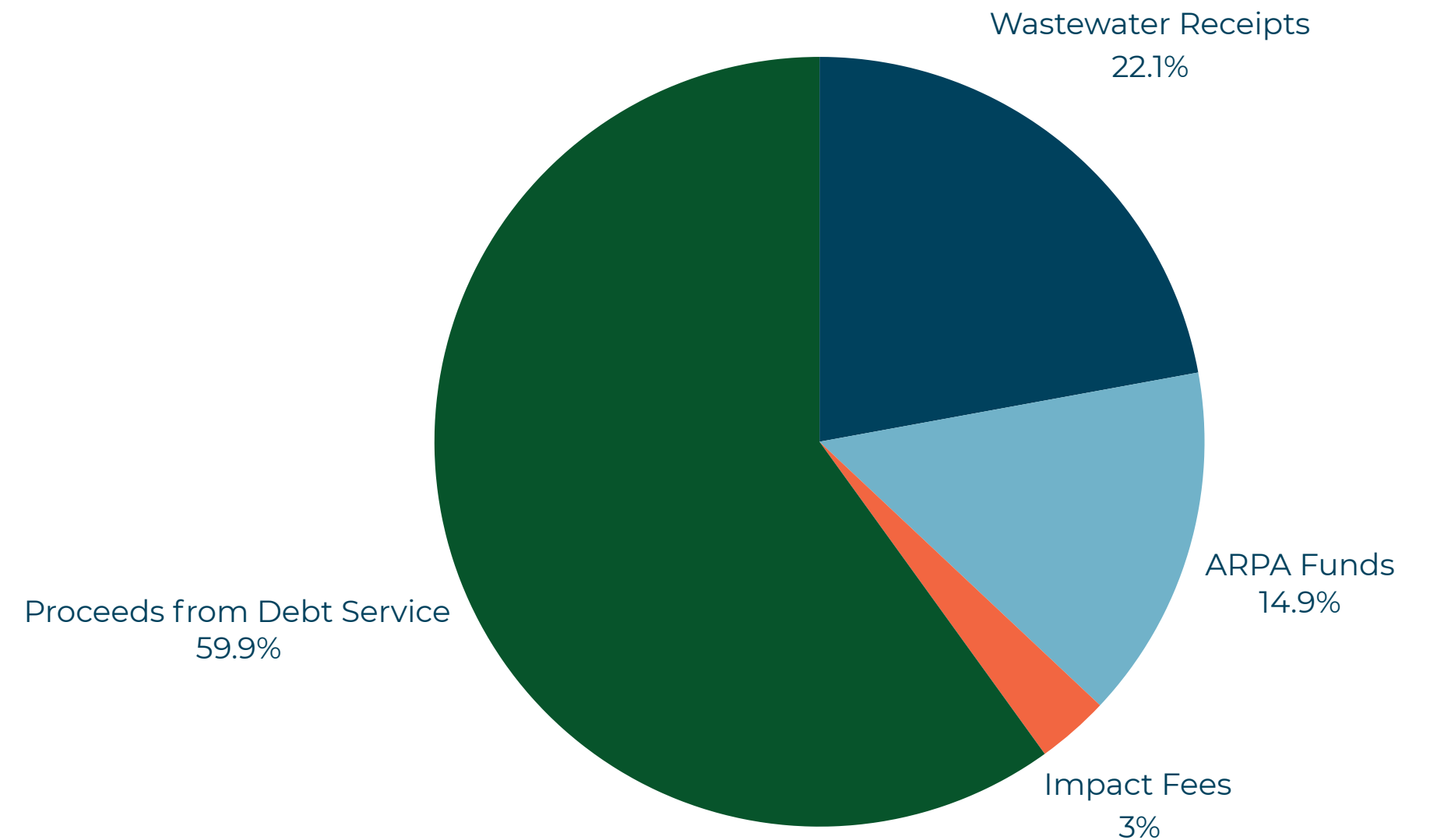


WASTEWATER FUND HIGHLIGHTS

REVENUES

Total Revenue: \$34,200,200

- \$5,658,300 - Wastewater Receipts
- \$3,807,700 - ARPA Funds
- \$780,000 - Impact Fees
- \$23,834,500 - Proceeds from Debt Service
- \$119,700 - Use of Reserves



WASTEWATER FUND HIGHLIGHTS

RATE INCREASE

	Current	Proposed	Difference
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

IMPACT ON IN-CITY CUSTOMER

BASED ON 5,000 GALLONS USAGE

	Current	Proposed
Average Monthly Bill	\$49.00	\$52.00

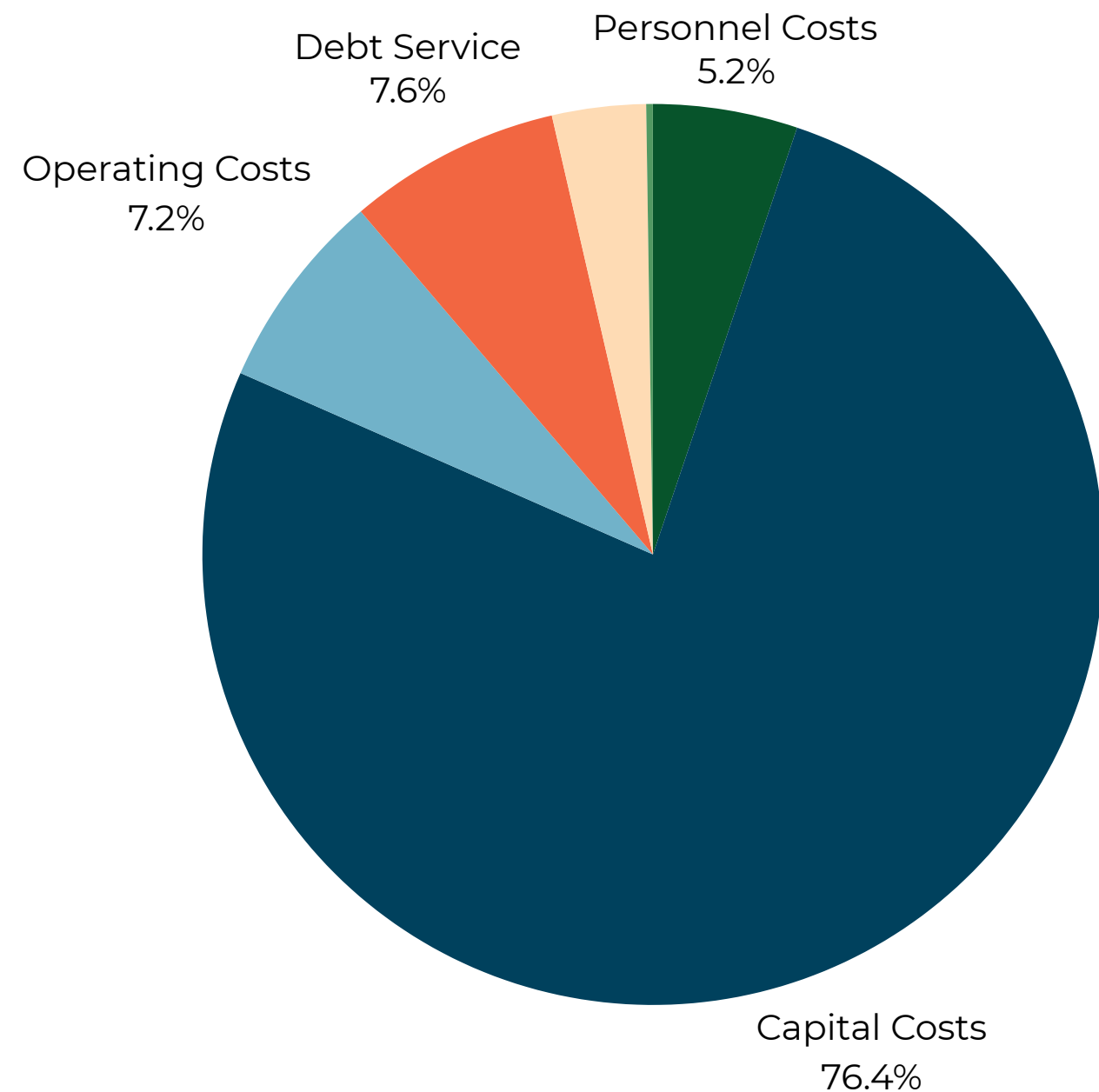
Monthly Increase	\$4.00
Annual Increase	\$44.00

RATES ARE AS RECOMMENDED IN THE RATE STUDY BY WILDAN FINANCIAL & ECONOMIC CONSULTING SERVICES



WASTEWATER FUND HIGHLIGHTS

EXPENSES



Total Expenses: \$25,580,500

- \$1,326,800 - Personnel Costs
- \$1,839,100 - Operating Costs
- \$28,045,700 - Capital Outlay
- \$2,127,500 - Debt Service
- \$861,100 - General Gov't & Utility Billing Allocations

WASTEWATER FUND HIGHLIGHTS

EXPENSES

- \$15,334,500 for the City's Portion of the Pendleton Clemson WWTP Upgrade Project
- ARPA Funded Projects: Roslyn Dr &
- Vineyard Rd, Riggs Dr & Poole Ln, Vista Dr and Vista Cir, Monaco Estates
- CIP Projects: Dove Cir
- \$8,500,000 for upgrades to pump station 5, pump station 7, and a main sewer truck line.



STORMWATER FUND

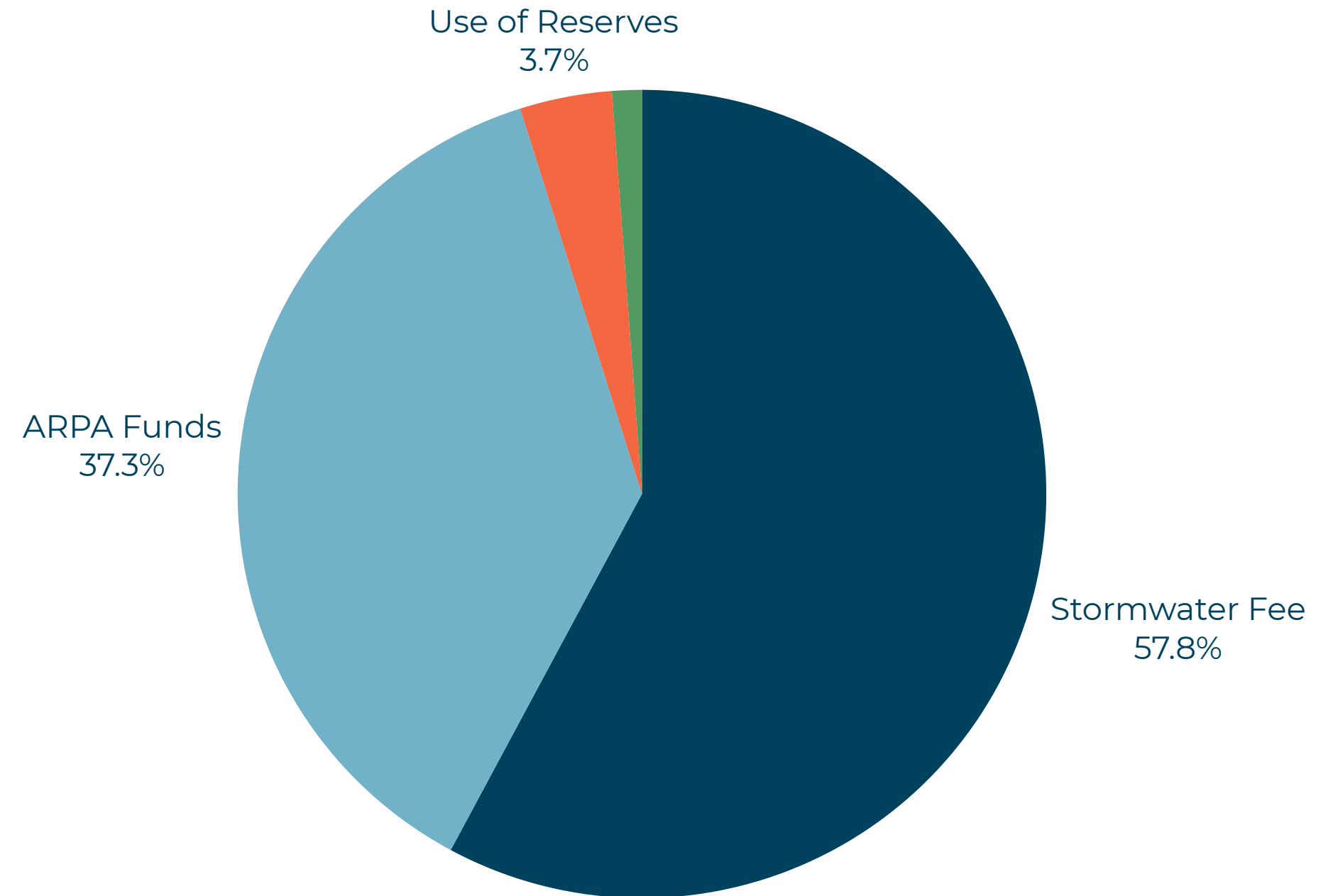


STORMWATER FUND HIGHLIGHTS

REVENUES

Total Revenue: \$1,264,300

- \$730,300 - Stormwater Fee
- \$470,800 - ARPA Funds
- \$48,200- Use of Reserves
- \$15,000 - Grading Permits



STORMWATER FUND HIGHLIGHTS

RATE INCREASE

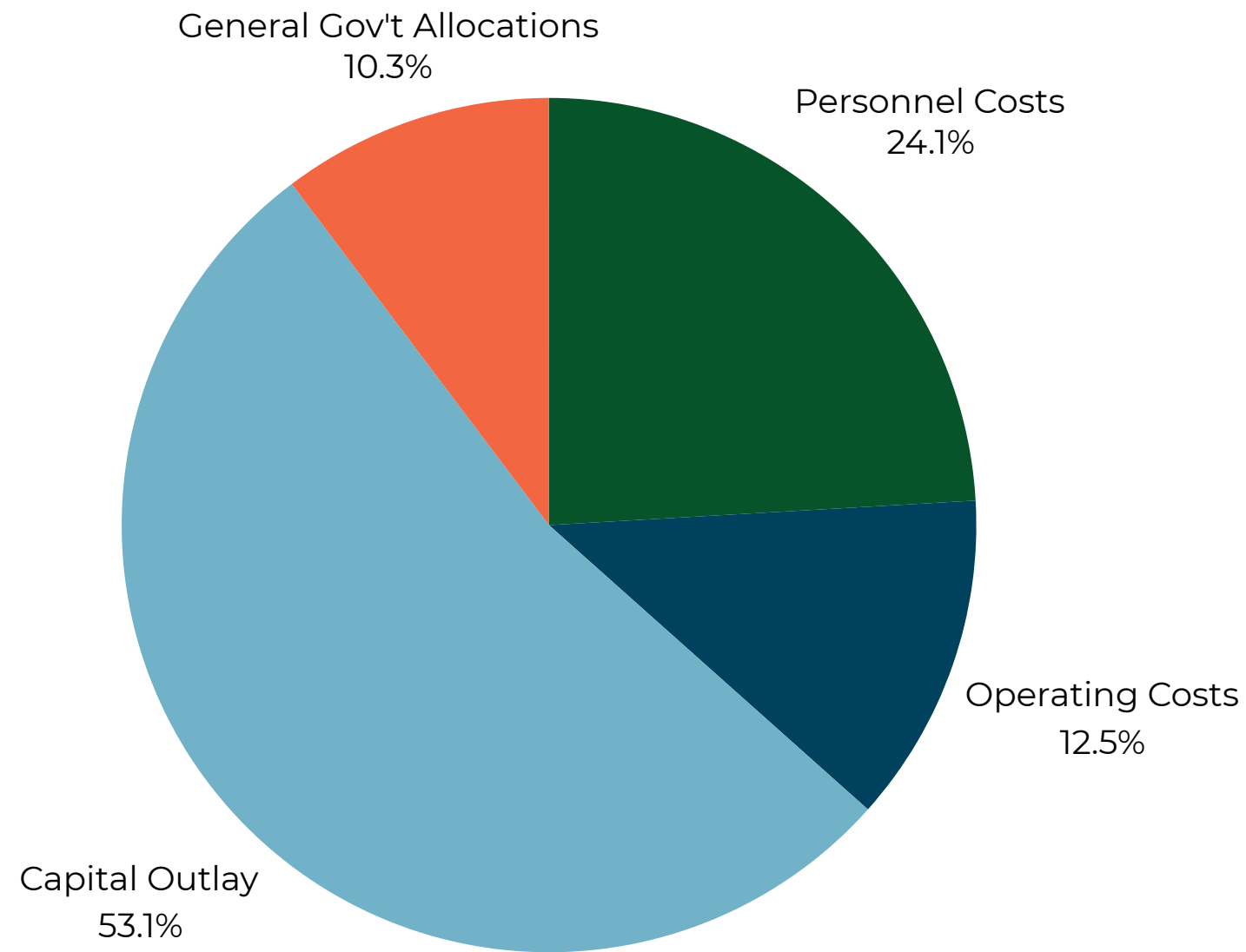
	FY 24	FY 25	Monthly Increase	Annual Increase
Residential	\$6.00	\$6.15	\$0.15	\$1.80
Commercial	\$18.00	\$18.45	\$0.45	\$5.40

RATES ARE AS RECOMMENDED IN THE RATE STUDY BY WILDAN FINANCIAL & ECONOMIC CONSULTING SERVICES



STORMWATER FUND HIGHLIGHTS

EXPENSES



Total Expenses: \$1,264,300

- \$304,100 - Personnel Costs
 - 1 New Position - Stormwater Inspector
- \$159,600- Operating Costs
- \$670,800 - Capital Outlay
- \$129,800 - General Gov't Allocations

STORMWATER FUND HIGHLIGHTS

EXPENSES

- ARPA Funded: Riggs Dr/Poole Ln, Rosyln Dr/Vineyard Dr, Vista Dr/Vista Cir, Strawberry Ln, W. Calhoun, Cochran Rd, Monaco Estates
- CIP Projects: Riggs Dr Drainage Extension



OTHER FUNDS



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HOSPITALITY FUNDS

HIGHLIGHTS

Estimated Revenue: \$2,400,000

Expense Breakdown:

Downtown Improvements	\$200,000
Abernathy Park Upgrades	\$500,000
Arts Center / CAAAM / Recreation Building	\$500,000
Christmas Light Fixtures for HWY 123	\$40,000



City Wide Events	\$92,300
City Bikeways Contribution	\$250,000
Bond Payment	\$571,100

LOCAL ACCOMMODATIONS TAX HIGHLIGHTS

Estimated Revenue: \$600,000

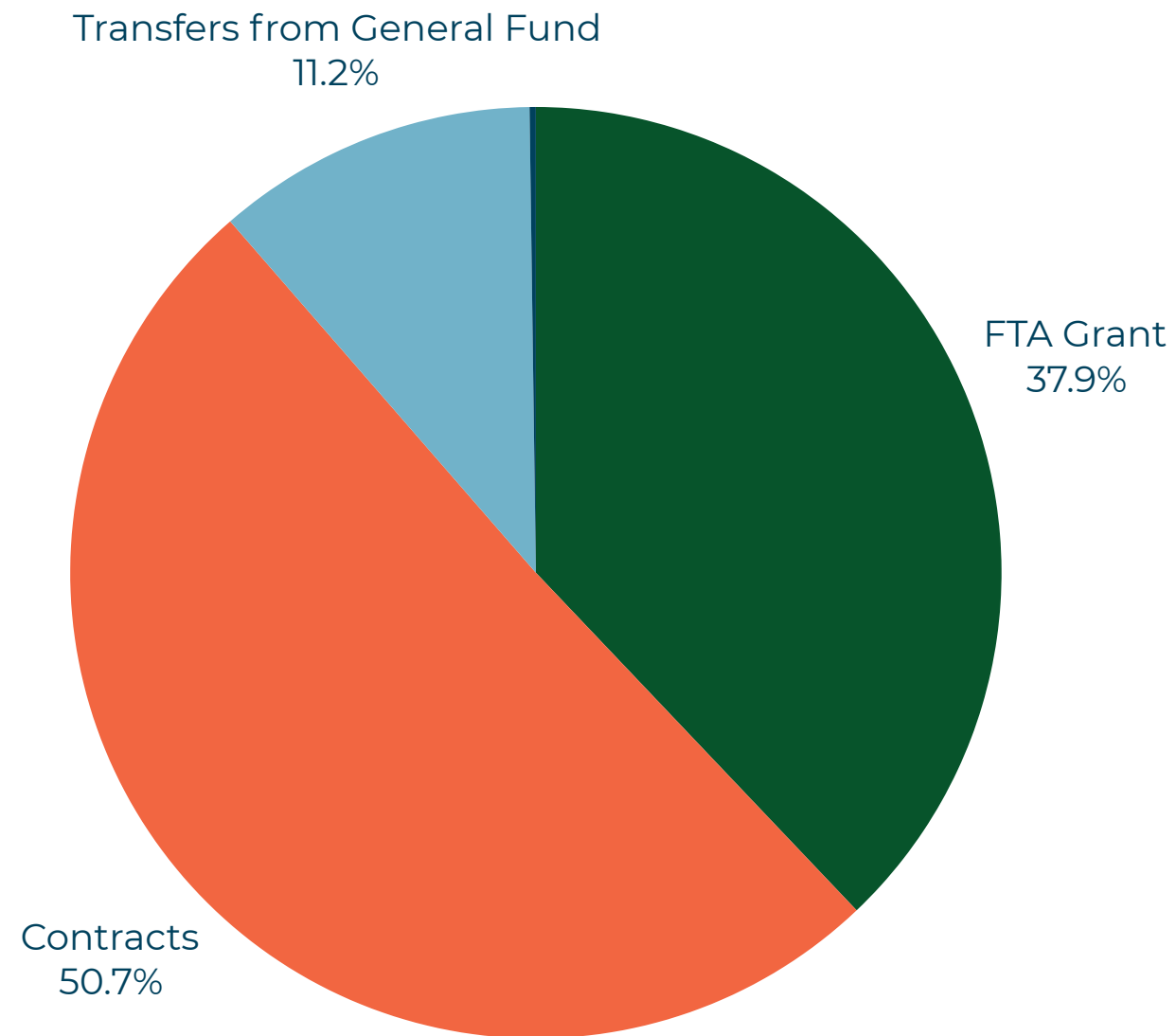
Expense Breakdown:



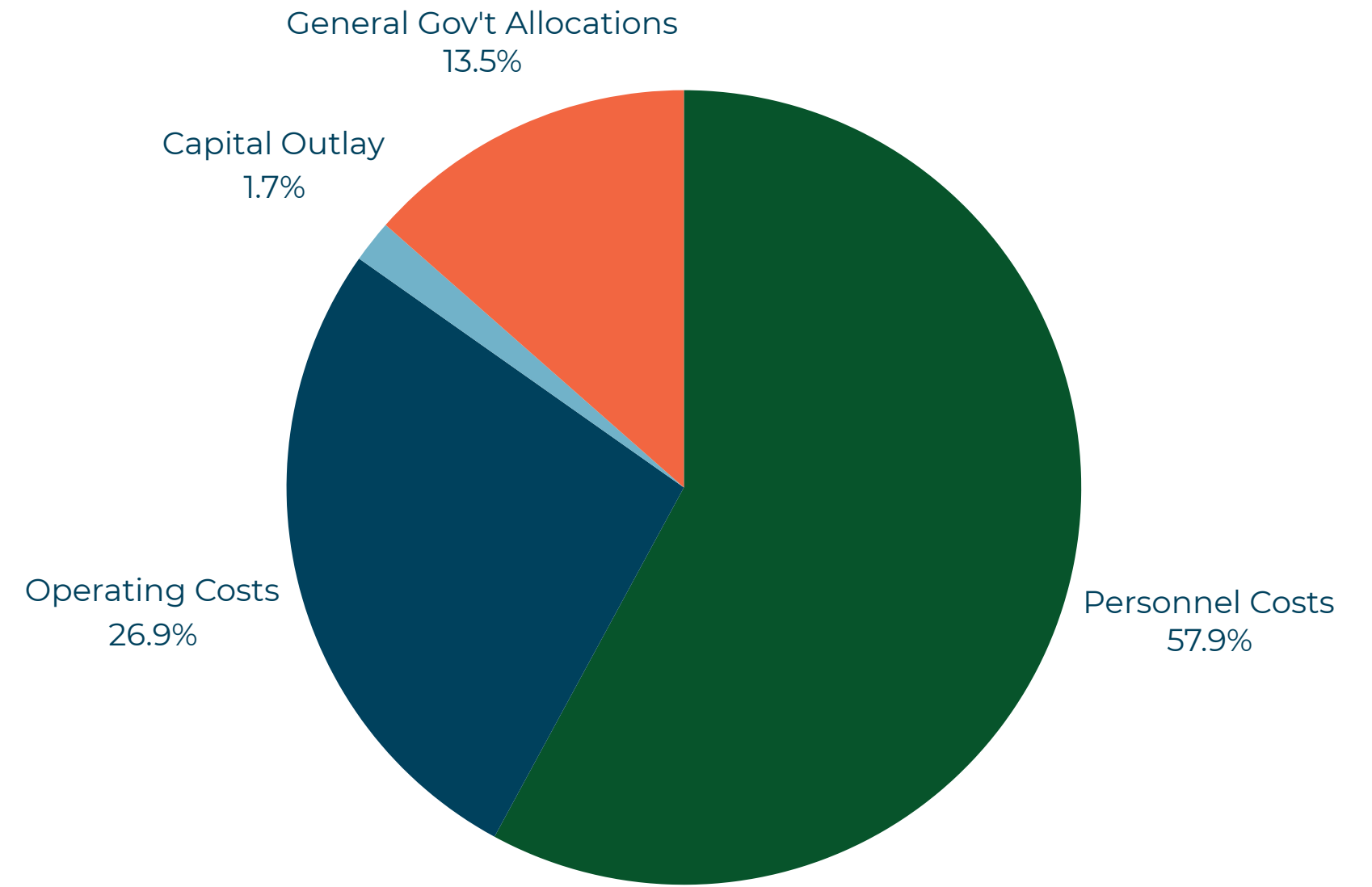
Tourism Expenses (partially grant funded)	\$306,200
Community Development Initiatives	\$50,000

Arts Center / CAAAM / Recreation Building	\$100,000
Contribution to Fund Balance	\$143,700

TRANSIT HIGHLIGHTS



Revenues - \$4,706,600



Expenses - \$4,706,600