

1. Agenda

Documents:

[2024_05_06AGENDA \(1\).PDF](#)

2. Meeting Materials

Documents:

[2024_05_06OCCUPANCYVIOLATIONS.PDF](#)
[2024_05_06TUITIONREIMBURSEMENT.PDF](#)
[2024_05_06NETTLESPARK.PDF](#)
[2024_05_06PRETREATMENTAGREEMENT.PDF](#)
[2024_05_06CATCAMPCLEMSON.PDF](#)
[2024_05_06CATPENDLETON.PDF](#)
[2024_05_06CATCCRC.PDF](#)
[2024_05_06CATCENTRALSWU.PDF](#)
[2024_05_06CATLEADERSHIP.PDF](#)
[2024_05_06 CATHIGHPOINTE.PDF](#)
[2024_05_06CATPIER.PDF](#)



CITY OF Clemson SOUTH CAROLINA

Agenda, Clemson City Council
May 6th, 2024
Council Chamber, Clemson City Hall

5:30 p.m. Call to Order

Executive Session

Discuss a legal matter regarding annexation; SC Code Section 30-4-70 (a) (2)

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

6:00 p.m. Public Hearing: Mosquito Fogging (5-minute limit per speaker)

Note: The regular meeting will begin at the conclusion of the Public Hearing

Call to Order: Regular Council Meeting

Invocation and Pledge of Allegiance: Alesia Smith

Proclamations: Clemson Life Day, Professional Municipal Clerks Week,
National Police Memorial Week

Oath of Office: Judge Daniel and Judge Munn

Swearing in of New Police Officers

Public Session: (3-minute limit per speaker)

Approval of Minutes: April 15th, 2024

Reports/Discussion

- a. Discuss amending Article III Sec. 13-73. d., to allow an occupancy violation to be issued to the "person in charge" not just the property owner. –Zoning and Codes Administrator Jacob Peabody
- b. Staff Reports

Policy Action (2-minute limit per speaker)

Other Policy Items

- a. Consider updating the tuition reimbursement rate for employee job related training and development. – Human Resources Director Tracy Taylor
- b. Consider awarding a construction contract for the Nettles Park parking and pickleball expansion project and bid alternate to Foothills Contracting Service LLC. for \$932,228.50. –City Engineer Nathan Hinkle
- c. Consider an agreement by and between the Town of Pendleton and City of Clemson regarding the administration, management and enforcement of a local pretreatment program to comply with State and Federal Regulations and to protect the Pendleton/Clemson Wastewater Treatment Plant. –Utilities Director Benjie McGill
- d. Consider a contractual agreement between the Town of Pendleton and the City of Clemson for CATbus transportation services in fiscal year 2024-2025. –Transit Director Jerry Kerns

- e. Consider a contractual agreement between Camp Clemson and the City of Clemson for CATbus transportation services in fiscal year 2024-2025. -Transit Director Jerry Kerns
- f. Consider a contractual agreement between Leadership Clemson and the City of Clemson for CATbus transportation services in fiscal year 2024-2025. -Transit Director Jerry Kerns
- g. Consider a contractual agreement between the Town of Central, Southern Wesleyan University, and the City of Clemson for CATbus transportation services in fiscal year 2024-2025. -Transit Director Jerry Kerns
- h. Consider a contractual agreement between the Central Clemson Recreation Center and the City of Clemson for CATbus transportation services in fiscal year 2024-2025. -Transit Director Jerry Kerns
- i. Consider a contractual agreement between the Pier (Core SVA) and the City of Clemson for CATbus transportation services in fiscal year 2024-2025. -Transit Director Jerry Kerns
- j. Consider a contractual agreement between Highpointe and the City of Clemson for CATbus 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)

Agenda Item Detail: (expand as necessary for clarification)

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 or Person in Charge**. 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
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)

Update tuition reimbursement amounts for employee job related training and development.

Agenda Item Detail: (expand as necessary for clarification)

Update Policy No. D-105 "Employee Job Related Training and Development".

Item 7B: If approved, an employee may be reimbursed up to 80% of the full cost of classes, not to exceed \$1,800, including required book(s), per semester. (Not to exceed \$3,600 per fiscal year.)



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)

4/18

CITY OF CLEMSON	
Nettles Parking 2024 BID TAB	
4/30/2024 2:00 PM- Bid Results"	
Contractor	Bid Amount
Foothills Contracting Service	^{Bid} \$ 921,287.50 ^{Alternate} \$ 932,228.50
New Terrain	^{Bid} \$ 1,035,074.00; ^{Alternate} \$ 1,049,110.00
Sexton Design & Development	No Bid
NE Construction	^{Bid} \$ 1,018,855.05 ; ^{Alternate} \$ 1,031,359.05

Witness #1: 

Ethel R. Bernette

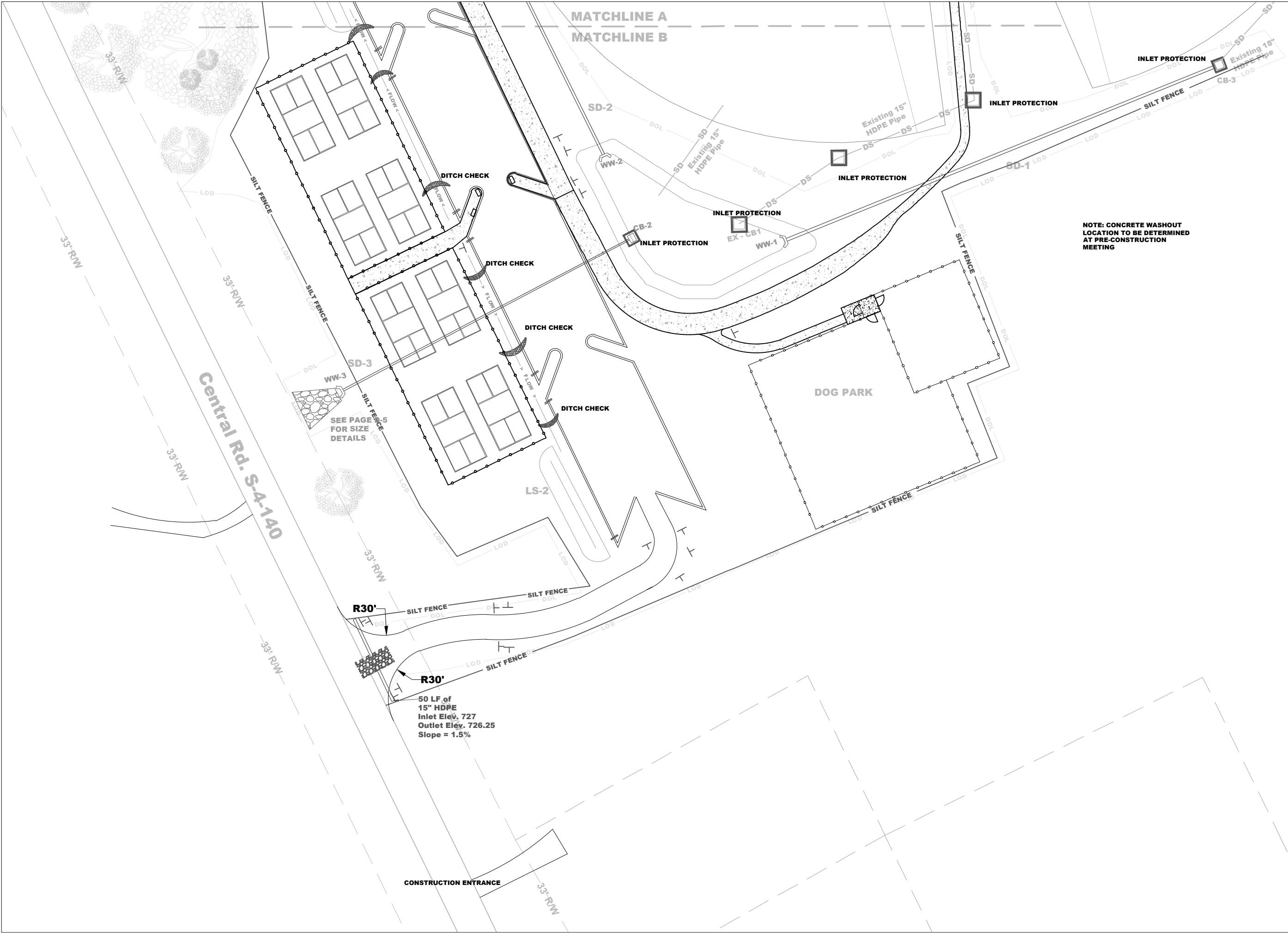
Witness #2: 



Nettles Parking 2023				Bid amounts		
Item #	Item	Unit	Quantity	Foothills Contracting	J. Davis Construction	N.E. Construction
1	Mobilization	LS	1	\$26,500.00	\$18,910.00	\$85,000.00
2	Building Permitting	LS	1	\$5,000.00	\$700.00	\$7,000.00
3	Tree Protection	LS	1	\$5,000.00	\$2,264.00	\$1,903.00
4	Erosion Control	LS	1	\$13,500.00	\$42,840.00	\$21,252.00
5	Tree Removal	Each	18	\$27,000.00	\$10,800.00	\$14,157.00
6	Clearing & Grubbing	LS	1	\$25,000.00	\$28,523.00	\$18,286.40
7	Road & Parking Paving	SF	25094	\$87,829.00	\$73,525.00	\$62,107.65
8	Road & Parking Base & Subbase	SF	25094	\$43,914.50	\$44,333.00	\$110,413.60
9	Grading	LS	1	\$185,000.00	\$257,136.00	\$106,465.70
10	Backfill & Stabilization	LS	1	\$15,000.00	\$37,980.00	\$7,920.00
11	4 FT tree planting holes	Each	15	\$2,250.00	\$1,154.00	\$2,640.00
12	Curb	LF	1738	\$69,520.00	\$36,015.00	\$41,103.70
13	Curb cuts	Each	10	\$2,500.00	\$2,500.00	\$2,640.00
14	4" Sidewalk w/base	SF	11484	\$68,904.00	\$103,079.00	\$88,426.80
15	Detectable Warning Surfaces	SF	48	\$2,400.00	\$2,800.00	\$1,056.00
16	Court Paving	SF	14880	\$66,960.00	\$71,124.00	\$33,554.40
17	Court Paving Base	SF	14880	\$29,760.00	\$27,575.00	\$65,472.00
18	Pickleball nets	Each	8	\$6,000.00	\$1,356.00	\$15,950.00
19	10' Black Vinyl Chain link Fence	LF	728	\$32,760.00	\$41,132.00	\$54,454.40
20	4' Black Vinyl Chain Link Fence	LF	816	\$20,400.00	\$36,883.00	\$36,801.60
21	84" Black Vinyl Chain Link Fence Gate	Each	2	\$2,800.00	\$565.00	\$3,300.00
22	48" Black Vinyl Chain Link Fence Gate	Each	3	\$2,550.00	\$678.00	\$2,640.00
23	Pickleball Court surface Coating	SF	14880	\$22,320.00	\$32,620.00	\$52,377.60
24	10'x20' double pole rectangular hip shade	LS	1	\$15,000.00	\$24,903.00	\$27,005.00
25	2" Pex Line	LF	870	\$10,440.00	\$12,289.00	\$11,579.70
26	10" Round Valve Box	Each	4	\$800.00	\$452.00	\$440.00
27	6" PVC Utility Sleeve	LF	12	\$1,800.00	\$170.00	\$5,280.00
28	Yard Hydrant w/1" PEX service	Each	2	\$2,000.00	\$1,305.00	\$2,640.00
29	MDF Water Fountain w/1" PEX service	Each	2	\$13,000.00	\$15,964.00	\$16,170.00
30	Concrete Catch Basin 4x4 (variable height)	Each	3	\$10,500.00	\$6,673.00	\$9,157.50
31	Concrete Headwall (sized for pipe)	Each	3	\$4,500.00	\$4,230.00	\$2,970.00
32	15" HDPE HP StormDrain	LF	287	\$18,655.00	\$5,768.00	\$20,520.50
33	18" HDPE HP StormDrain	LF	449	\$33,675.00	\$7,178.00	\$41,981.50
34	Detention Pond	LS	1	\$8,000.00	\$50,000.00	\$7,150.00
35	Level Spreader	LS	2	\$8,000.00	\$15,000.00	\$4,224.00
36	Lighting Coordination	LS	1	\$5,000.00	\$500.00	\$110.00
37	PVC 2" Conduit	LF	250	\$3,750.00	\$3,532.00	\$4,400.00
38	Crosswalk Markings	LF	14	\$2,800.00	\$425.00	\$385.00
39	Parking and Roadway Markings	LS	1	\$2,000.00	\$1,697.00	\$1,100.00
40	Signage	LS	1	\$15,000.00	\$8,798.00	\$16,500.00
41	Project Furniture	LS	1	\$3,500.00	\$1,698.00	\$12,320.00
42	4" sidewalk w/base (bid Alternate #1)	SF	1563	\$10,941.00	\$14,036.00	\$12,504.00
Total				\$932,228.50	\$1,049,110.00	\$1,031,359.05



EC-1		
		
		
NETTLES PARK EXPANSION '23		
EROSION CONTROL PLAN		
2/19/24	VERSION: 1.0	
1:50	DESIGNED BY: NWH	
PLOT DATE: 3/8/24	DRAWN BY: NWH	



2/19/24		VERSION: 1.0		NETTLES PARK EXPANSION '23	EROSION CONTROL PLAN	EC-2 
1:50		DESIGNED BY: NWH				
PLOT DATE: 3/8/24		DRAWN BY: NWH				

**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)

An agreement by and between the Town of Pendleton and City of Clemson regarding the administration, management and enforcement of a local pretreatment program to comply with State and Federal regulations and to protect the Pendleton/Clemson Wastewater Treatment Plant.

Agenda Item Detail: (expand as necessary for clarification)

In order to comply with SCDHEC requirements for pretreatment of industrial waste at the Pendleton Clemson Wastewater Treatment Facility the City of Clemson must adopt a Multi-jurisdictional Pretreatment Agreement to protect the treatment plant.

MULTIJURISDICTIONAL PRETREATMENT AGREEMENT

Between

The Town of Pendleton

and City of Clemson

An agreement by and between the Town of Pendleton, South Carolina (hereinafter referred to as the “Town”) and City of Clemson, South Carolina (hereinafter referred to as the “City”), regarding the administration, management and enforcement of a local pretreatment program to comply with State and Federal regulations and to protect the Pendleton/Clemson Wastewater Treatment Plant.

This Agreement is entered into and becomes effective this _____ day of _____, 2024.

WITNESSETH:

WHEREAS, the Town has adopted a Sewer Use Ordinance, Town Code: CODE OF ORDINANCES, Chapter 11 MUNICIPAL UTILITIES, ARTICLE II. SEWER USE, DIVISION 2. PROHIBITED USE OF PUBLIC SEWER, to prevent the introduction of pollutants into its wastewater system which will interfere with the operation of the system, which will contaminate the resulting sludge, which will pass through the system, inadequately treated, into receiving water or the atmosphere or otherwise, which will be incompatible with the system;

WHEREAS, the Town’s Sewer Use Ordinance provides for the regulation of direct and indirect contributors to its wastewater system through the issuance of permits to certain non-domestic users and through enforcement of general requirements for the other users, authorized monitoring and enforcement activities, requires user reporting, and provides for the setting of fees for the equitable distribution of costs resulting from the program established therein;

WHEREAS, the Sewer Use Ordinance provides for the Town to comply with all applicable State and Federal laws required by the Clean Water Act of 1977 and the General Pretreatment Regulations (40 CFR, Part 403);

WHEREAS, the Town has a Pretreatment Program which regulates by a permitting system non-domestic (industrial) users of the wastewater system including those industries located in the City’s service area which utilize the Town’s wastewater treatment system;

WHEREAS, the City has provided in its Sewer Use Ordinance (Chapter 11-Municipal Utilities; Article II-Sewer Use; Division 5) provides for the regulation of direct and indirect contributors to the municipal wastewater system through the issuance of permits to certain nondomestic users and through enforcement of general requirements for the other users; authorizes monitoring and enforcement activities; requires user reporting; assumes that existing customer's capacity will not be preempted; and provides for the setting of fees for the equitable distribution of costs resulting from the program established in this division.

WHEREAS, the City agrees to maintain its Sewer Use Ordinance to be no less stringent with respect to industrial wastewater contributors than that of the Ordinance of the Control Authority; and

WHEREAS, it is the desire of the Town and of the City for the Town to administer, manage, and enforce the Town's Pretreatment Program within the City's service area to avoid duplication of effort, to eliminate unnecessary costs, to minimize problems, and to insure program compliance with governmental regulations.

NOW THEREFORE, the Town and City, in consideration of the recitals and mutual covenants herein set forth, mutually agree as follows:

1. The City grants to the Town full authority to administer and manage the Town's Pretreatment Program in the City's service area for the City's significant industrial users in that area.
2. The City grants to the Town full responsibility and authority of issuing Industrial User Permits to all of the City's existing and future significant industrial customers to be served by the Town's wastewater treatment system.
3. The City grants to the Town full responsibility and authority of monitoring and sampling all significant industrial users in the City's service area for compliance with the Town's Pretreatment Program.
4. The City grants to the Town all rights and remedies in its service area, including the levying of fines, administering civil penalties, and administering criminal penalties as prescribed in the Town's Sewer Use Ordinance and Enforcement Response Plan to enforce compliance with the Town's Pretreatment Program by significant industrial users in the City's service area.
5. The City grants to the Town full authority to levy and collect such fees and charges from the City's significant industrial users in its service area as are required to cover the costs of the Town's Pretreatment Program on an equitable basis with all the Town's wastewater treatment system users.
6. The Town agrees to accept the administration, management, monitoring and enforcement duties and responsibilities of its Sewer Use Ordinance as it relates to significant industrial

users in the City's service area and the Town's sewer customers therein and will endeavor to keep the City fully informed of its permitting activities and enforcement actions relating thereto.

7. The City agrees to keep the Town fully informed on all City significant industrial sewer customers in the service area, to cooperate regarding the administration and management of the Town's Pretreatment Program, and to assist the Town regarding compliance and enforcement of the Town's Pretreatment Program within the City's service area.

FURTHERMORE, the Town and the City mutually agree that all remaining terms and conditions as are contained in the referenced Agreement, dated _____ remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed the day and year first above written; the action of the City have been authorized by an Ordinance duly adopted by the City of Clemson Council, and the action of the Town having been authorized by an Ordinance duly adopted by the Town Council.

SIGNED, SEALED and DELIVERED

In the PRESENCE of:

(as to the City)

City of Clemson (SEAL)

By: _____
Mayor

Attest: _____
(for City of Clemson)

(as to the TOWN)

TOWN OF PENDLETON (SEAL)

By: _____
Mayor

Attest: _____
(for the Town of Pendleton)



CITY OF CLEMSON
AGENDA ITEM REQUEST FORM

Requested By: **Jerry Kerns**

Date Submitted: **May 1, 2024**

Council Meeting Date: **May 6, 2024**

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 Camp Clemson and the City of Clemson for CATbus transportation services in the fiscal year of 2024-2025.

Agenda Item Detail: (expand as necessary for clarification)

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

Camp Clemson shall pay \$9,235 for regular service.

The Camp Clemson Route will consist of 111.5 hours of regular service.

For 28 hours, Camp Clemson will utilize the CAT van with their on driver at a discounted rate of \$60.36. The remaining 83.5 hours will be at \$90.36 and will be completed by a CATbus driver and bus(s).

**Interdepartmental Agreement
Camp Clemson and Clemson Area Transit
June 2024 – July 2024**

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

NOW, THEREFORE, this Contractual Agreement is entered into this 1st day of June, 2024 by and between Camp Clemson and Clemson Area Transit, sometimes hereinafter referred to as "CAT" for the purpose of operating Clemson Area Transit to serve the general public.

In consideration of the mutual promises as hereinafter stated Camp Clemson and Clemson Area Transit agree as follows:

I. TERM

The Contractual Agreement between Camp Clemson and Clemson Area Transit, dated June 1, 2024, is terminated effective July 31, 2024. This contractual agreement shall remain in full force and effect until the effective termination date or as stated in Item VII of this Agreement.

II. OPERATIONS AND SERVICES

A. Operations

Camp Clemson and CAT hereby agree to continue operations of Clemson Area Transit. The CAT operating year shall be from the 1st day of June through the 31st day of July of the following calendar year.

B. Services

Camp Clemson and CAT are in agreement to the bus routes and timetable set forth in the annual calendar of bus service schedule that is attached to this contractual agreement.

ITEM II.B.1

The scheduling calendar for Camp Clemson is attached to this Agreement.

Camp Clemson Route calls for 72 hours of service to be provided over 22 days of service.

Item II.B.1 may be amended at any time upon mutual agreement of Camp Clemson and CAT. Camp Clemson and CAT understand that any subsequent changes that expand the bus route schedule and timetable to further accommodate the town ridership may involve additional costs beyond what has been budgeted for the year in question. Accordingly, Camp Clemson and CAT agree that any additional costs for any expansion of the agreed-upon bus route

schedule and timetable to ridership will be paid by the requesting Party through an amendment to this agreement.

III. FINANCIAL/EQUIPMENT COMMITMENTS

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

A. Camp Clemson:

Camp Clemson: For CAT's provision of public mass transportation services, Camp Clemson shall pay to CAT, nine thousand two hundred and thirty-five dollars (\$9,235) for the calendar year beginning June 1, 2024 and ending July 31, 2024. This sum shall represent Camp Clemson's matching contribution of operating and administrative costs.

The sum shall be billed on or around August 1, 2024 and is due and payable in the amount of \$9,235 by September 1, 2024.

IV. TERMINATION

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

V. 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:

CAMP CLEMSON

CLEMSON AREA TRANSIT

By: _____
Department Head Date

By: _____
Transit Administrator Date

By: _____ Date: _____
Mayor

By: _____
City Administrator Date

**FY 24-25 CAT Agreement
Camp Clemson**

Parks and Recreation Center Camp Route
June 2024-July 2024

Jun-24

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

Times	Hours	Days	Riders	Buses	Total
12:45 pm - 1:45 pm	1.4	8	70	1	11.2
1:15 pm - 2:30 pm	1.3	8	70	1	10.4
2:00 pm - 3:15 pm	1.3	8	70	1	10.4
Field Trip 1 (9:00 am - 10:30 am)	2	1	100	3	6
Field Trip 2 (9:30 am - 11:30 am)	2	1	100	3	6
Total Days		30			44

Description	Hours	Total
Swim Runs	32	\$2,891.52
Field Trips	12	\$1,084.32
June Total	44	\$3,975.84

Jul-24

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

Times	Hours	Days	Riders	Buses	Total
12:45 pm - 1:45 pm	1.4	3	70	1	4.2
1:15 pm - 2:30 pm	1.3	3	70	1	3.9
2:00 pm - 3:15 pm	1.3	3	70	1	3.9
Field Trip 3 (9:00 am - 11:45 am)	3	1	200	5	15
Field Trip 4 (9:30 am - 11:30 am)	2.5	1	200	5	12.5
Total	9.5				39.5

Description	Hours	Total
Swim Runs	12	\$1,084.32
Field Trips	27.5	\$2,484.90
June Total	39.5	\$3,569.22

Parks and Recreation Center Camp Route (Senior)
June 2024-July 2024

Jun-24

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

Times	Hours	Days	Riders	Buses	Total
12:15 pm - 3:45 pm	3.5	4	20	1	14
Field Trip 1-4 (9:00 am - 12:00 pm)	3.5	4	20	1	14
Total Days		8			28

Description	Hours	Total
Regular Runs	14	\$845.04
Field Trips	14	\$845.04
June Total	28	\$1,690.08



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)

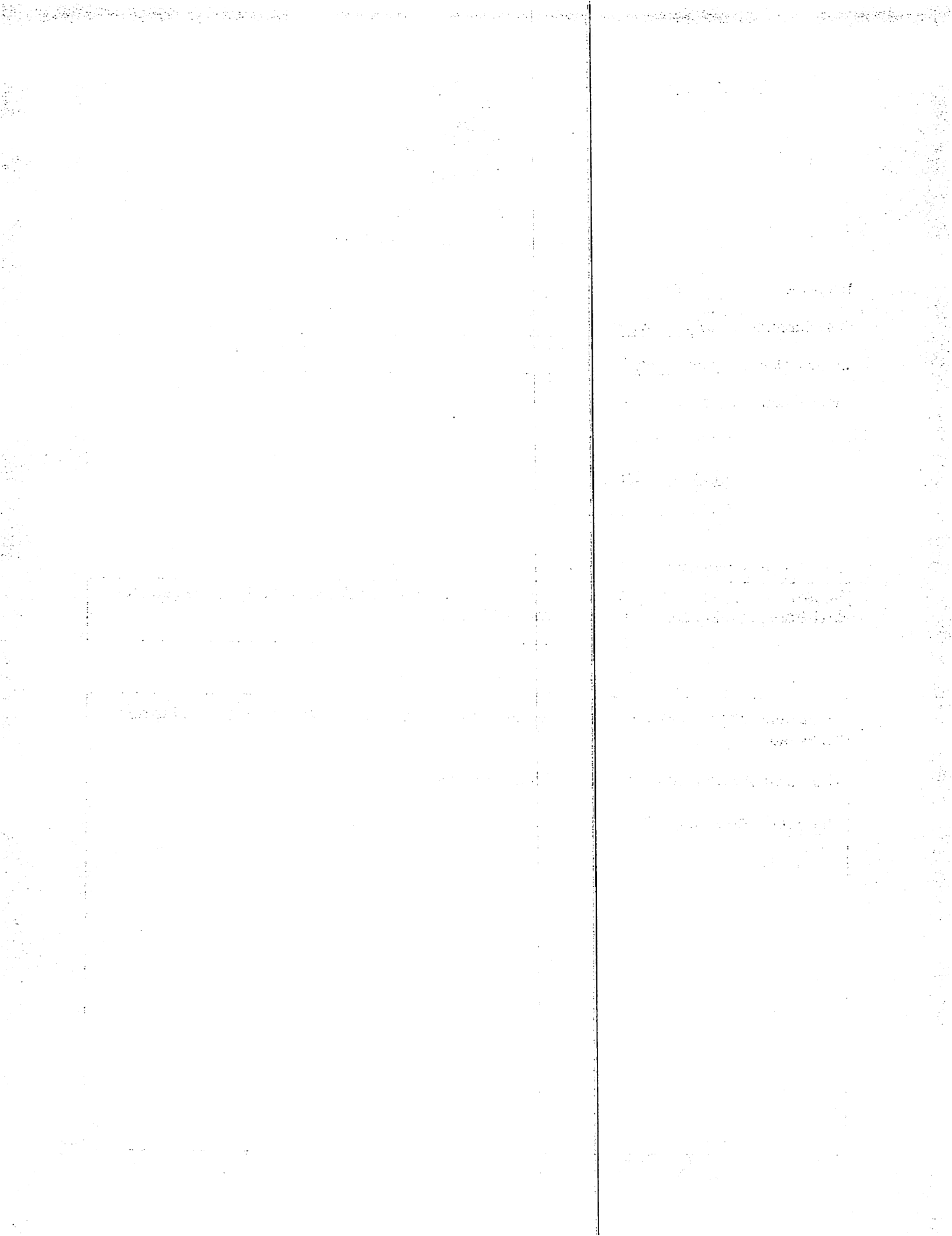
Consider a Contractual Agreement between the Town of Pendleton and City of Clemson for CAT transportation services in fiscal year 2024-2025.

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 Town of Pendleton shall pay \$75,888 for service.

The Pendleton Route will consist of 3,012 hours of regular service.



**Intergovernmental Agreement
Town of Pendleton, SC and the City of Clemson, SC
July 2024 - June 2025**

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

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

NOW, THEREFORE, this Contractual Agreement is entered into this 1st day of July, 2024 by and between the Town of Pendleton, hereinafter sometimes referred to as "Pendleton" and the City of Clemson, South Carolina, sometimes hereinafter referred to as "City" for the purpose of operating Clemson Area Transit to serve the general public.

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

I. TERM

A. The Contractual Agreement between Pendleton and the City of Clemson, South Carolina, dated July 1, 2024, is terminated effective June 30, 2025. This contractual agreement shall remain in full force and effect until the effective termination date or as stated in Item VII of this Agreement.

B. The City and Pendleton will evaluate no later than April 30, 2025 the transit operations in order to determine whether to continue this agreement. To assist in the evaluation, the Transit Administrator will prepare and deliver to the Partnership Committee of Clemson Area Transit, by March 30, 2025:

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

II. OPERATIONS AND SERVICES

A. Operations

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

B. Services

Pendleton and the City of Clemson are in agreement to the bus routes and timetable set forth in the annual calendar of bus service schedule that is attached to this contractual agreement.

ITEM II.B.1

The scheduling calendar for the Pendleton Route is attached to this Agreement. It calls for 3,012 hours of service to be provided over 251 days of service.

Pendleton Saturday Express calls for 140 hours of service to be provided for 7 days of service with an option for additional buses upon request which will be invoiced separately. This will include a portion of a supervisor's time for football game hours. This request needs to be submitted to CATbus by each Wednesday by 2:00 pm of game week. If hours of operation exceed the 70 hours, the additional time will be documented and charged on invoice. This service shall be billed separately from base route service costs at \$90.36 an hour.

Fall Festival Run will consist of one bus on one Saturday from 9:30 am to 5:30 pm. This calls for 8 hours of service to be provided over 1 day of service. This service will be billed separately from base route service costs. The total cost for this run will be seven hundred and twenty-three dollars (\$723).

Shop with Cop Run will consist of one bus on Saturday. This calls for 4 hours of service to be provided over 1 day of service. This service will be billed separately from base route service costs. The total cost for this run will be three hundred and sixty-two dollars (\$362).

Spring Jubilee Run will consist of one bus for Saturday and one bus for Sunday. This calls for 15 hours of service to be provided over 2 days of service. This service will be billed separately from base route service costs. The total cost for this run will be one thousand, three hundred and fifty-five dollars (\$1,355).

Fireman Fundraiser Run will consist of one bus for Monday. This calls for 4 hours of service to be provided. This service will be billed separately from base route service costs. The total cost for this run will be three hundred and sixty-two dollars (\$362).

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

Item II.B.1 may be amended at any time upon mutual agreement of the City of Clemson and Pendleton. The Town of Pendleton and City understand that any subsequent changes that expand the bus route schedule and timetable to further accommodate the town ridership may involve additional costs beyond what has been budgeted for the year in question. Accordingly, Pendleton and the City agree that any additional costs for any expansion of the agreed-upon bus route schedule and timetable to ridership will be paid by the requesting Party through an amendment to this agreement.

III. FINANCIAL/EQUIPMENT COMMITMENTS

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

A. Town of Pendleton:

Pendleton Route: For the City's provision of public mass transportation services through Clemson Area Transit, Pendleton shall pay to the City, seventy-five thousand eight hundred and eighty-eight dollars (\$75,888) for the fiscal year beginning July 1, 2024 and ending June 30, 2025. This sum shall represent Pendleton's matching contribution of operating and administrative costs.

Pendleton Saturday Express Route: For the City's provision of public mass transportation services through Clemson Area Transit, Pendleton shall pay to the City, twelve thousand six hundred fifty-one dollars (\$12,651) for the fiscal year beginning July 1, 2024 and ending June 30, 2025. This sum shall represent Pendleton's matching contribution of operating and administrative costs.

The sum shall be billed on or around August 1, 2024 and is due and payable in the amount of \$75,888 by January 2, 2025.

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

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

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

B. City of Clemson

- 1) The City of Clemson will prepare a transit operational budget for the term of this agreement.
- 2) The City of Clemson will maintain a Clemson Area Transit enterprise fund account as part of its operating budget. In the event that this agreement is terminated, as provided in Section VII, below, the City will remit to Pendleton all funds paid by Pendleton in the Clemson Area Transit enterprise account within sixty (60) days, if said funds are available.
- 3) The City of Clemson will deposit into the Clemson Area Transit account all funds received from Pendleton pursuant to this Agreement, to include any and all revenues generated by the CAT operations.
- 4) The City, at every opportunity, shall apply for federal and state grants for Clemson Area Transit. Any grant applications which commit Pendleton resources shall be reviewed and approved by the Pendleton Town Administrator prior to the grant application being sent to the sponsor. All future transit grant funds received by the City will be deposited into the Clemson Area Transit account.

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

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

7) All Clemson Area Transit personnel must be employees of the City of Clemson.

IV. ADMINISTRATION

A. Responsibilities

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

B. Audit

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

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

V. OVERSIGHT

A. Partnership Committee

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

- Clemson University Senior Associate Director of Parking and Transportation Services
- Clemson University Director of Transportation and Parking Services
- Clemson University Procurement Director
- Clemson City Administrator and/or Deputy Administrator
- One Clemson City Council member
- A representative from Tri-County Technical College.
- A representative from Town of Pendleton.
- A representative from Town of Central
- A representative from City of Seneca.
- A representative from Southern Wesleyan University.
- Clemson Area Transit - Transit Administrator
- Clemson Area Transit - Budget and Grants Administrator

- Clemson Area Transit - Operations Manager

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

B. Transit Administrator

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

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

- | | |
|--------------------------------------|--------------------------------|
| • Operations reports | • New service requests |
| • Ridership for all routes | • Grant requests |
| • Revenue/expenditure reports | • Long-range planning |
| • Citizen complaints and suggestions | • Capital improvement programs |

VI. TERMINATION

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

VII. INDEMNIFICATION

To the fullest extent allowed by law, the City of Clemson will and does hereby agree to protect and defend the Town of Pendleton 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.

VIII. 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

2024-2025 Pendleton 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			

Full Service	22
Holiday Service	1
Football	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	22
Holiday Service	0
Football	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
Football	3
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	23
Holiday Service	0
Football	1
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	19
Holiday Service	2
Football	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	20
Holiday Service	2
Football	0
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	21
Holiday Service	2
Football	0
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
Football	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	21
Holiday Service	0
Football	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
Football	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	21
Holiday Service	1
Football	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					

Full Service	20
Holiday Service	1
Football	0
Total Days	30

FY 2024-2025 Pendleton 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.
Pendleton	Mon. - Fri.	5	6:45 AM	6:45 PM	12	12	1	251	3012



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 the Central Clemson Recreation Center 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 Central Clemson Recreation Center shall pay \$15,994 for service.

The Central Clemson Recreation Center Route will consist of 177 hours.

**Interdepartmental Agreement
Central Clemson Recreational Center and Clemson Area Transit
July 2024 – June 2025**

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

NOW, THEREFORE, this Contractual Agreement is entered into this 1st day of July, 2024 by and between Central Clemson Recreational Center, hereinafter sometimes referred to as "CCRC" and Clemson Area Transit, sometimes hereinafter referred to as "CAT" for the purpose of operating Clemson Area Transit to serve the general public.

In consideration of the mutual promises as hereinafter stated CCRC and Clemson Area Transit agree as follows:

I. TERM

The Contractual Agreement between CCRC and Clemson Area Transit, dated July 1, 2024, is terminated effective June 30, 2025. This contractual agreement shall remain in full force and effect until the effective termination date or as stated in Item VII of this Agreement.

II. OPERATIONS AND SERVICES

A. Operations

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

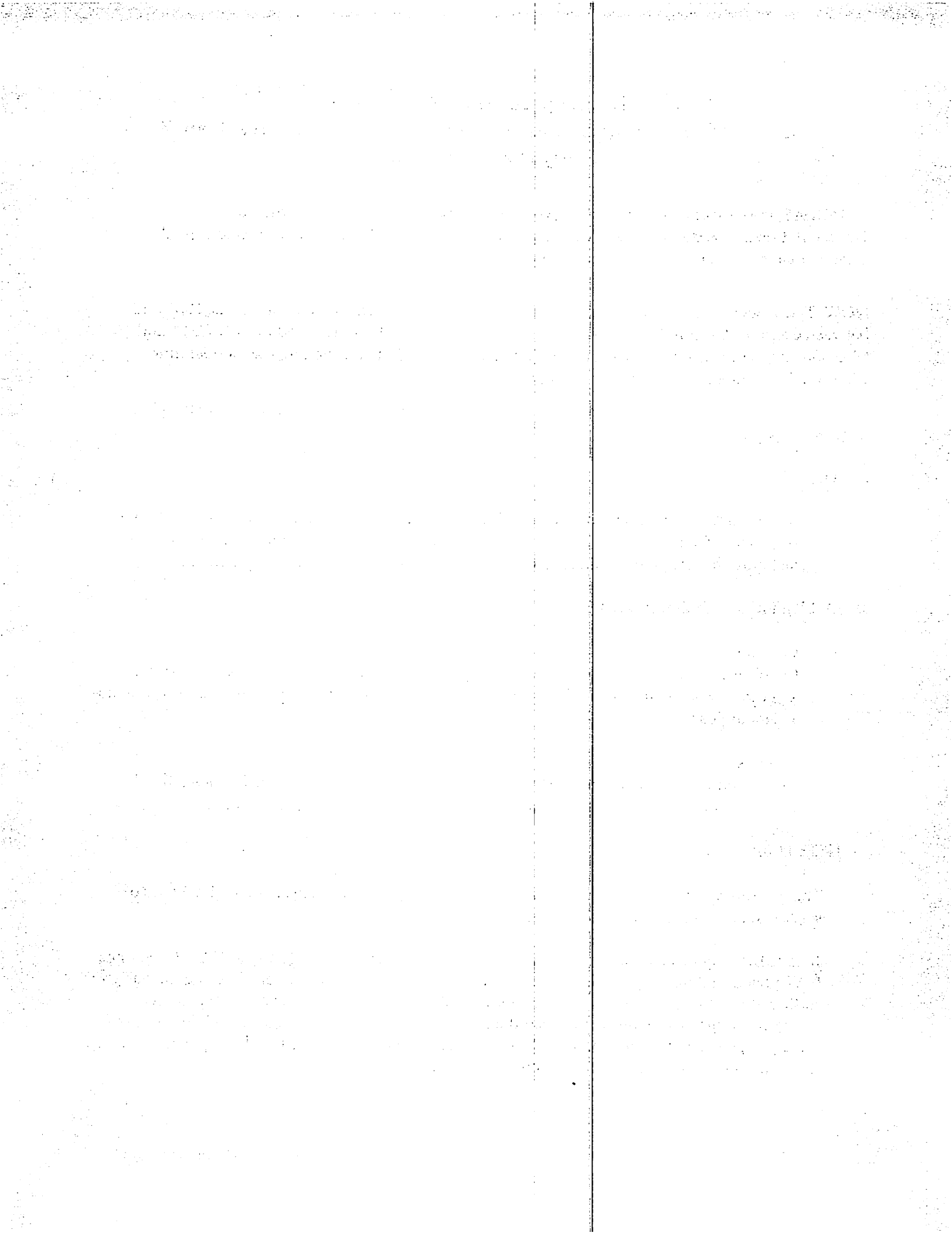
B. Services

CCRC and CAT are in agreement to the bus routes and timetable set forth in the annual calendar of bus service schedule that is attached to this contractual agreement.

ITEM 11.B.1

The scheduling calendar for CCRC is attached to this Agreement. This calls for 177 hours of service to be provided over 177 days of service.

Item II.B.1 may be amended at any time upon mutual agreement of CCRC and CAT. CCRC and CAT understand that any subsequent changes that expand the bus route schedule and timetable to further accommodate the town ridership may involve additional costs beyond what has been budgeted for the year in question. Accordingly, CCRC and CAT agree that any additional costs for any expansion of the agreed-upon bus route schedule and timetable to ridership will be paid by the requesting Party through an amendment to this agreement.



III. FINANCIAL/EQUIPMENT COMMITMENTS

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

For CAT's provision of public mass transportation services, CCRC shall pay to CAT, fifteen thousand nine hundred and ninety-four dollars (\$15,994) for the calendar year beginning July 1, 2024 and ending June 30, 2025. This sum shall represent CCRC's matching contribution of operating and administrative costs.

The sum shall be billed on or around September 1, 2024 in the amount of seven thousand nine hundred and ninety-seven dollars \$7,997 and on January 2, 2025 in the amount of seven thousand nine hundred and ninety-seven dollars \$7,997.

IV. TERMINATION

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

V. 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:

CCRC

CLEMSON AREA TRANSIT

By: _____
Department Head Date

By: _____
Transit Administrator Date

By: _____
Mayor: _____ Date _____

By: _____ Date _____
City Administrator

2024-2025 CCRC 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			

Mon-Fri 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

Mon-Fri Service	22
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					

Mon-Fri Service	19
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		

Mon-Fri Service	21
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

Mon-Fri Service	14
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				

Mon-Fri Service	14
Total Days	31
* Dec 20th is a half day	

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	

Mon-Fri Service	19
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	

Mon-Fri Service	18
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					

Mon-Fri Service	15
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			

Mon-Fri Service	20
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

Mon-Fri Service	15
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					

Mon-Fri Service	0
Total Days	30

Total Days of Mon - Fri Full Service: 177

CCRC	Hours	Days	Total	Cost Per Hour
2:00 pm - 3:00 pm	1	177	177	\$15,994



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 the Town of Central, Southern Wesleyan 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 Town of Central shall pay \$47,236 for service.

Southern Wesleyan University shall pay \$18,425.

The Central/SWU route will consist of 2,202 hours of regular service.

Intergovernmental Agreement
Town of Central, SC, Southern Wesleyan University,
and the City of Clemson, SC
July 2024 – June 2025

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

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

NOW, THEREFORE, this Contractual Agreement is entered into this 1st day of July, 2024 by and between the Town of Central, hereinafter sometimes referred to as "Central", Southern Wesleyan University, hereinafter sometimes referred to as "SWU", and the City of Clemson, South Carolina, sometimes hereinafter referred to as "City" for the purpose of operating Clemson Area Transit to serve the general public.

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

I. TERM

A. The Contractual Agreement between Central, SWU, and the City of Clemson, South Carolina, dated July 1, 2024, is terminated effective June 30, 2025. This contractual agreement shall remain in full force and effect until the effective termination date or as stated in Item VII of this Agreement.

B. The City, Central, and SWU will evaluate no later than April 30, 2025 the transit operations in order to determine whether to continue this agreement. To assist in the evaluation, the Transit Administrator will prepare and deliver to the Partnership Committee of Clemson Area Transit, by March 30, 2025:

- A proposed operating budget for the Central/SWU/Walmart Route for the upcoming fiscal year
- A comprehensive capital improvement plan for bus replacement on this route, as needed.
- A projected operating budget of expenses and revenues for the next year.

II. OPERATIONS AND SERVICES

A. Operations

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

B. Services

Central, SWU, and the City of Clemson are in agreement to the bus routes and timetable set forth in the annual calendar of bus service schedule that is attached to this contractual agreement.

ITEM II.B.1

The scheduling calendar for the Central/SWU/Walmart Route is attached to this Agreement. It calls for 2,202 hours of service during the fiscal year.

Central SWU/Walmart Route						
Days of week	Times	Hours	Days	Total Hrs a Week	Weeks	Total Hrs a Year
Monday - Thursday	7:00 am to 6:00 pm	11	4	44	33	1452
Friday	7:00 pm to 10:00 pm	3	1	3	50	150
Saturday	10:00 am to 6:00 pm	8	1	8	50	400
Sunday	12:00 pm to 4:00 pm	4	1	4	50	200
Total Annual Hours						2202

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

Item II.B.1 may be amended at any time upon mutual agreement of the City of Clemson and Central/SWU/Central. The Town of Central, SWU, and City understand that any subsequent changes that expand the bus route schedule and timetable to further accommodate the town ridership may involve additional costs beyond what has been budgeted for the year in question. Accordingly, Central, SWU, and the City agree that any additional costs for any expansion of the agreed upon bus route schedule and timetable to ridership will be paid by the requesting Party through an amendment to this agreement.

III. FINANCIAL/EQUIPMENT COMMITMENTS

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

A. Town of Central and Southern Wesleyan University:

Central: For the City's provision of public mass transportation services through Clemson Area Transit, Central shall pay to the City, forty-seven thousand two-hundred and thirty-

six dollars (\$47,236) for the fiscal year beginning July 1, 2024 and ending June 30, 2025. This sum shall represent Central's matching contribution of operating and administrative costs.

The sum shall be due in the amount of \$23,618 on September 1, 2024 and \$23,618 due January 6, 2025.

Southern Wesleyan University: For the City's provision of public mass transportation services through Clemson Area Transit, SWU shall pay to the City, eighteen thousand four hundred and twenty-five dollars (\$18,425) for the fiscal year beginning July 1, 2024 and ending June 30, 2025. This sum shall represent SWU's matching contribution of operating and administrative costs.

The sum shall be due in the amount of \$9,212.50 on September 1, 2024 and \$9,212.50 due January 6, 2025.

B. City of Clemson

- 1) The City of Clemson will prepare a transit operational budget for the term of this agreement.
- 2) The City of Clemson will maintain a Clemson Area Transit enterprise fund account as part of its operating budget.
- 3) The City of Clemson will deposit into the Clemson Area Transit account all funds received from Central/SWU pursuant to this Agreement, to include any and all revenues generated by the CAT operations.
- 4) The City, at every opportunity, shall apply for federal and state grants for Clemson Area Transit. Any grant applications which commit Central/SWU resources shall be reviewed and approved by the Central Town Administrator prior to the grant application being sent to the sponsor. All future transit grant funds received by the City will be deposited into the Clemson Area Transit account.
- 5) The City of Clemson will purchase adequate vehicle insurance for all vehicles and will provide the Town of Central with proof of insurance of the policy. A certificate of insurance will be provided by the City to Central prior to the commencement of the operation of a transit vehicle. The premium for this insurance will be paid out of the transit account maintained by the City.
- 6) The City shall operate CAT in accordance with the terms and conditions of this agreement, including any amendments or modifications mutually agreed upon by the parties.
- 7) All Clemson Area Transit personnel must be employees of the City of Clemson.

IV. ADMINISTRATION

A. Responsibilities

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

B. Audit

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

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

V. OVERSIGHT

A. Partnership Committee

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

- Clemson University Senior Associate Director of Parking and Transportation Services
- Clemson University Director of Transportation and Parking Services
- Clemson University Procurement Director
- Clemson City Administrator and/or Deputy Administrator
- One Clemson City Council member
- A representative from Tri-County Technical College.
- A representative from Town of Pendleton.
- A representative from Town of Central
- A representative from City of Seneca.
- A representative from Southern Wesleyan University.
- Clemson Area Transit - Transit Administrator
- Clemson Area Transit - Budget and Grants Administrator
- Clemson Area Transit - Operations Manager

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

B. Transit Administrator

The City of Clemson's Transit Administrator shall apprise the Partnership Committee of all matters pertaining to CAT and will recommend to the Committee such actions and policies as

are necessary for its efficient operation. The Transit Administrator shall receive advisory direction from the Partnership Committee, but will be governed by City policy and is responsible to the City of Clemson.

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

- Operations reports
- Ridership for all routes
- Revenue/expenditure reports
- Citizen complaints and suggestions
- New service requests
- Grant requests
- Long-range planning
- Capital improvement programs

VI. TERMINATION

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

VII. INDEMNIFICATION

To the fullest extent allowed by law, the City of Clemson will and does hereby agree to protect and defend the Town of Central, SWU, 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.

VIII. 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:

TOWN OF CENTRAL

CITY OF CLEMSON

By: _____
Town Administrator Date

By: _____
Transit Administrator Date

By: _____
Mayor: Date

By: _____
City Administrator Date

SOUTHERN WESLEYAN UNIVERSITY

By: _____
President Date

By: _____
Mayor Date

2024-2025 Central 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			

Mon-Thu	0
Friday	4
Saturday	4
Sunday	4
Holiday Service	1

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

Mon-Thu	8
Friday	5
Saturday	5
Sunday	4
Holiday Service	0

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					

Mon-Thu	16
Friday	4
Saturday	4
Sunday	5
Holiday Service	1

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		

Mon-Thu	19
Friday	4
Saturday	4
Sunday	4
Holiday Service	0

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

Mon-Thu	14
Friday	4
Saturday	5
Sunday	4
Holiday Service	3

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				

Mon-Thu	8
Friday	4
Saturday	4
Sunday	5
Holiday Service	2

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	

Mon-Thu	15
Friday	5
Saturday	4
Sunday	4
Holiday Service	2

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	

Mon-Thu	16
Friday	4
Saturday	4
Sunday	4
Holiday Service	0

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					

Mon-Thu	13
Friday	4
Saturday	5
Sunday	5
Holiday Service	0

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			

Mon-Thu	18
Friday	4
Saturday	4
Sunday	4
Holiday Service	0

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

Mon-Thu	1
Friday	5
Saturday	5
Sunday	4
Holiday Service	1

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					

Mon-Thu	0
Friday	4
Saturday	4
Sunday	5
Holiday Service	1



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 Leadership Clemson 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.

Leadership Clemson shall pay \$2,711 for service.

The Leadership Clemson Route will consist of 30 hours.

**Interdepartmental Agreement
Leadership Clemson and Clemson Area Transit
June 2024 - July 2024**

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

NOW, THEREFORE, this Contractual Agreement is entered into this 1st day of July, 2024 by and between Leadership Clemson and Clemson Area Transit, sometimes hereinafter referred to as "CAT" for the purpose of operating Clemson Area Transit to serve the general public.

In consideration of the mutual promises as hereinafter stated Leadership Clemson and Clemson Area Transit agree as follows:

I. TERM

The Contractual Agreement between Leadership Clemson and Clemson Area Transit, dated July 1, 2024, is terminated effective June 30, 2025. This contractual agreement shall remain in full force and effect until the effective termination date or as stated in Item VII of this Agreement.

II. OPERATIONS AND SERVICES

A. Operations

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

B. Services

Leadership Clemson and CAT are in agreement to the bus routes and timetable set forth in the annual calendar of bus service schedule that is attached to this contractual agreement.

ITEM II.B.1

The scheduling calendar for Leadership Clemson is attached to this Agreement.

Leadership Clemson Route calls for 30 hours of service to be provided over 4 days of service.

Item II.B.1 may be amended at any time upon mutual agreement of Leadership Clemson and CAT. Leadership Clemson and CAT understand that any subsequent changes that expand the bus route schedule and timetable to further accommodate the town ridership may involve additional costs beyond what has been budgeted for the year in question. Accordingly,

2024-2025 Leadership Clemson 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			

Mon-Fri 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

Mon-Fri 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					

Mon-Fri Service	0
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		

Mon-Fri Service	0
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

Mon-Fri Service	0
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				

Mon-Fri Service	0
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	

Mon-Fri Service	1
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	

Mon-Fri 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

Mon-Fri Service	1
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			

Mon-Fri Service	1
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

Mon-Fri Service	1
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					

Mon-Fri Service	0
Total Days	30

Total Days of Mon - Fri Full Service:	4
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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 the Highpointe 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.

Highpointe shall pay \$119,154 for service.

The Highpointe Route will consist of 1,872 hours.

**Contractual Agreement between
Highpointe of Clemson Owners Association, Inc.,
and the City of Clemson, SC July 2024 – June 2025**

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

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

NOW, THEREFORE, this Contractual Agreement is entered into this 1st day of July, 2024 by and between the Highpointe of Clemson Owners Association, Inc. (Phase I, II, III, IV, V, VI) hereinafter sometimes referred to as "Highpointe" and the City of Clemson, South Carolina, sometimes hereinafter referred to as "City" for the purpose of operating the Clemson Area Transit to serve the general public.

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

I. TERM

A. The Contractual Agreement between Highpointe, and the City of Clemson, South Carolina, dated July 1, 2024, is established as a one-year agreement and is terminated effective June 30, 2025. This contractual agreement shall remain in full force and effect until the effective termination date or as stated in Item VII of this Agreement.

B. The City and Highpointe will evaluate no later than May 30, 2025, the transit operations in order to determine whether to modify this agreement for a future renewal agreement. To assist in the evaluation, the Transit Administrator will prepare and deliver to Highpointe by April 30, 2025:

- A proposed operating budget for Highpointe Routes for the upcoming fiscal year.
- A comprehensive capital improvement plan for bus replacement on this route, as needed.
- A projected operating budget of expenses and revenues for the next year.

II. OPERATIONS AND SERVICES

A. Operations

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

B. Services

Highpointe and the City of Clemson are in agreement to the bus routes and timetable set forth in the annual calendar of bus service schedule that are attached to this contractual agreement and which coincides with the academic calendar of Clemson University.

ITEM II.B.1

The scheduling calendar for Highpointe Routes is attached to this Agreement. This calls for 1,872 hours of service to be provided over the Fall and Spring semesters of Clemson University academic calendar.

Saturday Express calls for 70 hours of service to be provided for 7 days of service with options for additional buses upon request. This will include a portion of the supervisor hours of service. This request needs to be submitted to CAT by each Wednesday by 12:00 pm of game week. If hours of operation exceed the 70 hours, the additional time will be documented and charged on invoice. This service shall be billed separately from base route service costs at \$90.36 an hour.

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

Item II.B.1 may be amended at any time upon mutual agreement of the City of Clemson and Highpointe. The parties understand that any subsequent changes that expand the bus route schedule and timetable to further accommodate the ridership may involve additional costs beyond what has been budgeted for the academic year of service.

Accordingly, the parties agree that any additional costs for any expansion of the agreed-upon bus route schedule and timetable to ridership will be paid by the requesting Party through an amendment to this agreement.

III. FINANCIAL/EQUIPMENT COMMITMENTS

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

A. Highpointe:

1) For the City's provision of public mass transportation services through Clemson Area Transit, Highpointe shall collectively pay to the City, one hundred nineteen thousand, one hundred and fifty-four dollars (\$119,154) for the fiscal year beginning July 1, 2024 and ending June 30, 2025. This sum shall represent Highpointe's matching contribution of CAT's operating and administrative costs. The sum is due and payable monthly in 10 equal amounts of \$11,916 and shall be paid on September 1, 2024 to June 1, 2025.

Financial grant matching credit through the City in the amount of \$50,000 is included in the financial package of the full cost of route services for the year.

2) The payments associated with service for fiscal year 2024-2025 will be in accordance with the proposal that was provided to Highpoint HOA (Highpointe). In the event that Highpointe desires to increase service hours, CAT will make attempts to accommodate said extensions of fixed route service at a cost of \$90.36 per hour.

B. City of Clemson

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

2) The City of Clemson will maintain a Clemson Area Transit enterprise fund account as part of its operating budget. In the event that this agreement is terminated, as provided in Section VII, below, the City will remit to Highpointe all funds paid for CAT services of this Agreement in the Clemson Area Transit enterprise account within sixty (60) days, if said funds are available for the unused balance of the annual scheduled routes at the time of termination.

3) The City of Clemson will deposit into the Clemson Area Transit account all funds received from Highpointe pursuant to this Agreement, to include any and all revenues generated by the CAT operations.

4) The City, at every opportunity, shall apply for federal and state grants for Clemson Area Transit. Any grant applications which commit Highpointe resources shall be reviewed and approved by officers of both parties prior to the grant application being used to benefit the parties to this agreement. All future transit grant funds received by the City will be deposited into the Clemson Area Transit account.

5) The City of Clemson will purchase adequate vehicle insurance for all vehicles and will provide the parties with proof of insurance of the policy. The premium for this insurance will be paid out of the transit account maintained by the City.

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

7) All Clemson Area Transit personnel must be employees of the City of Clemson.

IV. ADMINISTRATION

A. Responsibilities

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

B. Audit

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

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

V. OVERSIGHT

A. Partnership Committee

A Partnership Committee exists and is maintained for the purpose of annual review and oversight of transit operations. The Committee shall consist of:

- Clemson University Senior Associate Director of Parking and Transportation Services
- Clemson University Director of Transportation and Parking Services
- Clemson University Procurement Director
- Clemson City Administrator and/or Deputy Administrator
- One Clemson City Council member
- A representative from Tri-County Technical College.
- A representative from Town of Pendleton.
- A representative from Town of Central
- A representative from City of Seneca.
- A representative from Southern Wesleyan University.
- Clemson Area Transit – Transit Administrator
- Clemson Area Transit - Budget and Grants Administrator
- Clemson Area Transit - Operations Manager

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

B. Transit Administrator

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

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

- Operations reports
- Ridership for all routes
- Revenue/expenditure reports
- Citizen complaints and suggestions
- New service requests
- Grant requests
- Long-range planning
- Capital improvement programs

VI. TERMINATION

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

VII. INDEMNIFICATION

To the fullest extent allowed by law, the City of Clemson will and does hereby agree to protect, defend, Highpoint HOA (Highpointe) and its respective affiliated enterprises, officers, employees, Trustees, representative(s) and agents from and against all damages, losses, liens, cause of action, suits, judgments, 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 insurances: 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.

VIII. 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:

HIGHPOINTE HOA

By: _____

Title: _____ Date: _____

CITY OF CLEMSON

By: _____

Transit Administrator Date

By: _____

City Administrator Date

By: _____

Mayor Date

2024-2025 TCTC Highpointe/Pier Route Service Calendar

Orange - CU, Purple Text - Late Night, Light Orange - Football

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			

Pier/CU Mon-Fri	0
Pier/CU PM Mon-Thu	0
Pier/CU PM Fri	0
Late Thursday	0
Late Friday	0
Late Saturday	0

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

Pier/CU Mon-Fri	10
Pier/CU PM Mon-Thu	8
Pier/CU PM Fri	2
Late Thursday	2
Late Friday	2
Late Saturday	1

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					

Pier/CU Mon-Fri	20
Pier/CU PM Mon-Thu	16
Pier/CU PM Fri	4
Late Thursday	4
Late Friday	4
Late Saturday	4

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		

Pier/CU Mon-Fri	21
Pier/CU PM Mon-Thu	17
Pier/CU PM Fri	4
Late Thursday	5
Late Friday	4
Late Saturday	3

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

Pier/CU Mon-Fri	18
Pier/CU PM Mon-Thu	14
Pier/CU PM Fri	4
Late Thursday	3
Late Friday	4
Late Saturday	5

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				

Pier/CU Mon-Fri	10
Pier/CU PM Mon-Thu	8
Pier/CU PM Fri	1
Late Thursday	1
Late Friday	1
Late Saturday	0

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	

Pier/CU Mon-Fri	19
Pier/CU PM Mon-Thu	15
Pier/CU PM Fri	4
Late Thursday	4
Late Friday	4
Late Saturday	3

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	

Pier/CU Mon-Fri	20
Pier/CU PM Mon-Thu	16
Pier/CU PM Fri	4
Late Thursday	4
Late Friday	4
Late Saturday	4

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					

Pier/CU Mon-Fri	16
Pier/CU PM Mon-Thu	13
Pier/CU PM Fri	3
Late Thursday	3
Late Friday	3
Late Saturday	3

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			

Pier/CU Mon-Fri	22
Pier/CU PM Mon-Thu	18
Pier/CU PM Fri	4
Late Thursday	4
Late Friday	4
Late Saturday	4

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

Pier/CU Mon-Fri	2
Pier/CU PM Mon-Thu	0
Pier/CU PM Fri	0
Late Thursday	0
Late Friday	0
Late Saturday	0

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					

Pier/CU Mon-Fri	0
Pier/CU PM Mon-Thu	0
Pier/CU PM Fri	0
Late Thursday	0
Late Friday	0
Late Saturday	0

FY 2024-2025 Pier Route Transit Summary								
Days of Wk.	# of Days	Route Begin Time	Route End Time	Shift Hours	Chargeable Hours/Bus	# of Buses	Total Days	Total Service Hrs.
Mon. - Fri. Morning	5	7:00 AM	11:30 AM	4.5	4.5	2	158	1422
Mon. - Thu. Afternoon	5	11:30 AM	10:15 PM	11	11	1	125	1375
Fri. Afternoon	2	11:30 AM	6:30 PM	7	7	1	30	210
Late Thursday	2	6:30 PM	2:30 AM	8	8	1	30	240
Late Friday	2	6:30 PM	2:30 AM	8	8	1	30	240
Late Saturday	2	5:00 PM	2:30 AM	9.5	9.5	1	27	256.5



CITY OF CLEMSON
AGENDA ITEM REQUEST FORM

Requested By: **Jerry Kerns**

Date Submitted: **May 1, 2024**

Council Meeting Date: **May 6, 2024**

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 the Pier (Core SVA) 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 Pier shall pay \$119,154 for service.

The Pier Route will consist of 1,872 hours.

**Contractual Agreement between
Pier of Clemson Owners Association, Inc., and the City of Clemson, SC
July 2024 – June 2025**

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

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

NOW, THEREFORE, this Contractual Agreement is entered into this 1st day of July, 2024 by and between the Core SVA Seneca Edinburg, LLC Pier (Phase I, II, III, IV, V, VI) hereinafter sometimes referred to as "Pier" and the City of Clemson, South Carolina, sometimes hereinafter referred to as "City" for the purpose of operating Clemson Area Transit to serve the general public.

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

I. TERM

A. The Contractual Agreement between Pier, and the City of Clemson, South Carolina, dated July 1, 2024, is established as a one-year agreement and is terminated effective June 30, 2025. This contractual agreement shall remain in full force and effect until the effective termination date or as stated in Item VII of this Agreement.

B. The City and Pier will evaluate no later than May 30, 2025, the transit operations in order to determine whether to modify this agreement for a future renewal agreement. To assist in the evaluation, the Transit Administrator will prepare and deliver to Pier by April 30, 2025:

- A proposed operating budget for Pier Routes for the upcoming fiscal year.
- A comprehensive capital improvement plan for bus replacement on this route, as needed.
- A projected operating budget of expenses and revenues for the next year.

II. OPERATIONS AND SERVICES

A. Operations

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

B. Services

Pier and the City of Clemson are in agreement to the bus routes and timetable set forth in the annual calendar of bus service schedule that are attached to this contractual agreement and which coincides with the academic calendar of Clemson University.

ITEM II.B.1

The scheduling calendar for the Pier Route is attached to this Agreement. This calls for 1,872 hours of service to be provided over the Fall and Spring semesters of the Clemson University academic calendar.

Saturday Express calls for 70 hours of service to be provided for 7 days of service with options for additional buses upon request. This will include a portion of the supervisor hours of service. This request needs to be submitted to CAT by each Wednesday by 12:00 pm of game week. If hours of operation exceed the 70 hours, the additional time will be documented and charged on invoice. This service shall be billed separately from base route service costs at \$90.36 an hour.

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

Item II.B.1 may be amended at any time upon mutual agreement of the City of Clemson and Pier. The parties understand that any subsequent changes that expand the bus route schedule and timetable to further accommodate the ridership may involve additional costs beyond what has been budgeted for the academic year of service. Accordingly, the parties agree that any additional costs for any expansion of the agreed-upon bus route schedule and timetable to ridership will be paid by the requesting Party through an amendment to this agreement.

III. FINANCIAL/EQUIPMENT COMMITMENTS

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

A. Pier:

1) For the City's provision of public mass transportation services through Clemson Area Transit, Pier shall collectively pay to the City, one hundred nineteen thousand, one hundred and fifty-four dollars (\$119,154) for the fiscal year beginning July 1, 2024 and ending June 30, 2025. This sum shall represent Pier's matching contribution of CAT's operating and administrative costs. The sum is due and payable monthly in 10 equal amounts of \$11,916 and shall be paid on September 1, 2024 to June 1, 2025. Financial grant matching credit through the City in the amount of \$50,000 is included in the financial package of the full cost of route services for the year.

2) The payments associated with service for fiscal year 2024-2025 will be in accordance with the proposal that was provided to Highpoint HOA (Pier). In the event that Pier desires to increase service hours, CAT will make attempts to accommodate said extensions of fixed route service at a cost of \$90.36 per hour.

B. City of Clemson

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

2) The City of Clemson will maintain a Clemson Area Transit enterprise fund account as part of its operating budget. In the event that this agreement is terminated, as provided in Section VII, below, the City will remit to Pier all funds paid for CAT services of this Agreement in the Clemson Area Transit enterprise account within sixty (60) days, if said funds are available for the unused balance of the annual scheduled routes at the time of termination.

3) The City of Clemson will deposit into the Clemson Area Transit account all funds received from Pier pursuant to this Agreement, to include any and all revenues generated by the CAT operations.

4) The City, at every opportunity, shall apply for federal and state grants for Clemson Area Transit. Any grant applications which commit Pier resources shall be reviewed and approved by officers of both parties prior to the grant application being used to benefit the parties to this agreement. All future transit grant funds received by the City will be deposited into the Clemson Area Transit account.

5) The City of Clemson will purchase adequate vehicle insurance for all vehicles and will provide the parties with proof of insurance of the policy. The premium for this insurance will be paid out of the transit account maintained by the City.

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

7) All Clemson Area Transit personnel must be employees of the City of Clemson.

IV. ADMINISTRATION

A. Responsibilities

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

B. Audit

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

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

V. OVERSIGHT

A. Partnership Committee

A Partnership Committee exists and is maintained for the purpose of annual review and oversight of transit operations. The Committee shall consist of:

- Clemson University Senior Associate Director of Parking and Transportation Services
- Clemson University Director of Transportation and Parking Services
- Clemson University Procurement Director
- Clemson City Administrator and/or Deputy Administrator
- One Clemson City Council member
- A representative from Tri-County Technical College.
- A representative from Town of Pendleton.
- A representative from Town of Central
- A representative from City of Seneca.
- A representative from Southern Wesleyan University.
- Clemson Area Transit - Transit Administrator
- Clemson Area Transit - Budget and Grants Administrator
- Clemson Area Transit - Operations Manager

The Partnership Committee shall meet as needed and conduct an Annual Partners Meeting each year. The Partnership Committee shall be responsible for, but not limited to, reviewing operations, ridership, budgets, revenues, expenditures, citizen complaints and suggestions, new service requests, grant requests and long range planning and capital improvement programs and to monitor the progress and development of Clemson Area Transit. Minutes of each meeting shall be distributed to all Committee members by the Transit Administrator.

B. Transit Administrator

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

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

- Operations reports
- Ridership for all routes
- Revenue/expenditure reports
- Citizen complaints and suggestions
- New service requests
- Grant requests
- Long-range planning
- Capital improvement programs

VI. TERMINATION

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

VII. INDEMNIFICATION

To the fullest extent allowed by law, the City of Clemson will and does hereby agree to protect and defend Highpoint HOA (Pier) 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 insurances: 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.

VIII. 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:

Core SVA Seneca Edinburg, LLC

CITY OF CLEMSON

By: _____

By: _____

Title: _____ Date: _____

Transit Administrator Date

By: _____

City Administrator Date

By: _____

Mayor Date

2024-2025 TCTC Highpointe/Pier Route Service Calendar

Orange - CU, Purple Text - Late Night, Light Orange - Football

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			

Pier/CU Mon-Fri0

Pier/CU PM Mon-Thu0

Pier/CU PM Fri0

Late Thursday0

Late Friday0

Late Saturday0

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

Pier/CU Mon-Fri10

Pier/CU PM Mon-Thu8

Pier/CU PM Fri2

Late Thursday2

Late Friday2

Late Saturday1

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					

Pier/CU Mon-Fri20

Pier/CU PM Mon-Thu16

Pier/CU PM Fri4

Late Thursday4

Late Friday4

Late Saturday4

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		

Pier/CU Mon-Fri21

Pier/CU PM Mon-Thu17

Pier/CU PM Fri4

Late Thursday5

Late Friday4

Late Saturday3

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

Pier/CU Mon-Fri18

Pier/CU PM Mon-Thu14

Pier/CU PM Fri4

Late Thursday3

Late Friday4

Late Saturday5

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				

Pier/CU Mon-Fri10

Pier/CU PM Mon-Thu8

Pier/CU PM Fri1

Late Thursday1

Late Friday1

Late Saturday0

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	

Pier/CU Mon-Fri19

Pier/CU PM Mon-Thu15

Pier/CU PM Fri4

Late Thursday4

Late Friday4

Late Saturday3

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	

Pier/CU Mon-Fri20

Pier/CU PM Mon-Thu16

Pier/CU PM Fri4

Late Thursday4

Late Friday4

Late Saturday4

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					

Pier/CU Mon-Fri16

Pier/CU PM Mon-Thu13

Pier/CU PM Fri3

Late Thursday3

Late Friday3

Late Saturday3

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			

Pier/CU Mon-Fri22

Pier/CU PM Mon-Thu18

Pier/CU PM Fri4

Late Thursday4

Late Friday4

Late Saturday4

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

Pier/CU Mon-Fri2

Pier/CU PM Mon-Thu0

Pier/CU PM Fri0

Late Thursday0

Late Friday0

Late Saturday0

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					

Pier/CU Mon-Fri0

Pier/CU PM Mon-Thu0

Pier/CU PM Fri0

Late Thursday0

Late Friday0

Late Saturday0

FY 2024-2025 Pier Route Transit Summary								
Days of Wk.	# of Days	Route Begin Time	Route End Time	Shift Hours	Chargeable Hours/Bus	# of Buses	Total Days	Total Service Hrs.
Mon. - Fri. Morning	5	7:00 AM	11:30 AM	4.5	4.5	2	158	1422
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Late Saturday	2	5:00 PM	2:30 AM	9.5	9.5	1	27	256.5