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CITY OF Clemson SOUTH CAROLINA

**Agenda, Clemson City Council
April 15th, 2024
Council Chamber, Clemson City Hall**

5:30 p.m. Call to Order

Executive Session

Discuss a personnel matter (Diversity, Equity, and Inclusion presentation from LINK); and Discuss a legal matter regarding annexation; SC Code Section 30-4-70 (a) (1) (2)

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

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

Invocation and Pledge of Allegiance: Mayor Halfacre

Proclamations: Telecommunicators Week

Public Session: (3-minute limit per speaker)

Approval of Minutes: April 1st, 2024

Reports/Discussion

- a.** Discuss making changes to the PD requirements to encourage greater collaboration among property owners, ensure sufficient setbacks from the property line for drainage, and allow for sidewalks and pathways. – Council Member Watt
- b.** Discuss setbacks in nonresidential districts.- Council Member Watt
- c.** Discuss the efficacy of the mosquito fogging program and asses the community's level of support for the continuation of this service.- Council Member Watt
- d.** Discuss updating the tuition reimbursement rate for employee job related training and development. – Human Resources Director Tracy Taylor
- e.** Staff Reports

Policy Action (2-minute limit per speaker)

- a.** Consider second reading of PUD-000177-2023PUD (HUB Clemson). -Planning and Development Director Nathan Woods

Other Policy Items

- a.** Consider a renewal of the Memorandum of Agreement between the Joseph F. Sullivan Center and the City of Clemson for Specified Health Services: Scheduled access to acute care services. – Human Resources Director Tracy Taylor
- b.** Consider a professional services contract with McMillan Pazdan Smith. – Parks and Recreation Director Jay Bennett

- c.** Authorize the Chief of Police to sign a contract with the Pickens County School Board for SRO at Clemson Elementary. -Police Chief Jorge Campos
- d.** Authorize the Chief of Police to sign an updated Mutual Aid Agreement with the Pickens County Sherriff's Office. – Police Chief Jorge Campos
- e.** Request approval of three new bank accounts that are required by the State for the CDBG & ARC grants that have been awarded to the city. – Finance Director Leslie Wilder

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)

Authorize Chief Campos to sign an updated Mutual Aid Agreement with Pickens County Sheriff.

Agenda Item Detail: (expand as necessary for clarification)

The MAA with the Sheriff's Office needs to be updated to expand our agreement for law enforcement services on properties outside the city limits where the city has a contract or lease on said properties.

STATE OF SOUTH CAROLINA)
)
) **LAW ENFORCEMENT**
) **ASSISTANCE AND SUPPORT AGREEMENT**
COUNTY OF PICKENS)

This agreement is made and entered into this day of May, 2024, by and between the **PICKENS COUNTY SHERIFF'S OFFICE**, 216 C. David Stone Road Pickens, SC 29671 and the **CLEMSON POLICE DEPARTMENT**, 1198 Tiger Blvd., Clemson, SC 29631.

WHEREAS, as amended on June 3, 2016, South Carolina Code Ann. Section 23-20-10, et seq., provides for contractual agreements between and among state, county, municipal and local law enforcement agencies for the purpose of providing the proper and prudent exercise of public safety functions across jurisdictional lines;

WHEREAS, the **PICKENS COUNTY SHERIFF'S OFFICE** desires to enter into such an agreement with the **CLEMSON POLICE DEPARTMENT** for the purposes of securing to each other the benefits of mutual aid in the event of natural disaster, disorder, special events, emergency situations, and any other law enforcement activities;

WHEREAS, the purpose of this Agreement is to define the scope of such mutual aid and the responsibilities of the parties; and

WHEREAS, during these activities, it is possible that law enforcement officers will respond to, become involved with, and/or deal with emergency situations, civil disorders, arrests, natural or manmade disasters, pursuits of criminal suspects, location of missing persons, criminal investigations, and/or any other matter handled by law enforcement, and the requesting agency desires replying agency's officers to have lawful authority and jurisdiction to respond to, become involved with, and/or deal with these or any other situations which may arise during the presence of responding agency's officers in the requesting agency's jurisdiction.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, it is the intent of the parties to share jurisdiction under this written Agreement to the fullest extent permitted under South Carolina law and it is further agreed as follows:

1. **VESTING OF AUTHORITY AND JURISDICTION**

To the fullest extent permitted by the Constitution and the statutes of this State, officers assigned under the Agreement shall be vested with authority, jurisdiction, rights, immunities, and privileges outside his resident jurisdiction for the purpose of investigation, arrest, or any other activity related to the criminal activity for which the agreement is drawn. This Agreement is in no way intended to effect any other multi-jurisdictional agreement(s) which may exist between the agencies. The assistance to be rendered pursuant to this Agreement shall solely involve responding law enforcement officers from one party's jurisdiction to the other. When so responding, such law enforcement officers shall have all powers and authorities of law enforcement officers employed by the requesting jurisdiction. However, local ordinances adopted by a responding party's jurisdiction shall not be deemed extended into areas of operation that are located outside the geopolitical territorial limits of that party.

2. REQUEST FOR ASSISTANCE

The responding law enforcement officers may be requested in response to any public safety function across jurisdictional lines, such as multijurisdictional task forces, criminal investigations, patrol services, crowd control, traffic control and safety, and other emergency service situations. Assistance provided in this Agreement includes, but is not limited to:

- A. Emergency Situations;
- B. Civil Disorders;
- C. Natural or Manmade Disasters;
- D. Mass Processing of Arrests;
- E. Transporting of Prisoners;
- F. Operating Temporary Detention Facilities & Housing Inmates;
- G. Arrests;
- H. Pursuits of Criminal Suspects;
- I. Location of Missing Persons;
- J. Traffic Control and Safety;
- K. Criminal Investigations; or
- L. Any Other Matter Handled by Law Enforcement for that Particular Jurisdiction.

3. PRIMARY RESPONSIBILITY

It is agreed and understood that the primary responsibility of the parties to this Agreement is to provide law enforcement services within the geographical boundaries of their respective jurisdictions. Therefore, it is agreed that the law enforcement agency whose assistance is requested shall be the sole judge as to whether or not it can respond and to what extent it can comply with the request for assistance from the other agency.

4. PROCEDURE FOR REQUESTING LAW ENFORCEMENT ASSISTANCE

- A. Request. A request for assistance shall only be made by **the Sheriff of Pickens County**, or his/her designee, or the, **Chief of Police of the City of Clemson, SC**, or his/her designee. This request shall include a description of the situation creating the need for assistance, the specific aid needed, the approximate number of law enforcement officers requested, the location to which law enforcement personnel are to be dispatched, and the officer in charge of such location.
- B. Reply. A reply to any request for assistance shall only be made by **the Sheriff of Pickens County**, or his/her designee, or the **Chief of Police of the City of Clemson, SC**, or his/her designee. If the request is granted, the requesting law enforcement agency shall be immediately informed of the number of law enforcement officers to respond.
- C. Officer in Charge. The responding law enforcement officers shall report to the officer in charge of the requesting law enforcement agency at the designated location and shall be subject to the lawful orders and

commands of that officer. The responding law enforcement officer shall exert their best efforts to cooperate with, and aid, the requesting law enforcement agency. The responding law enforcement officers shall be responsible at all times for acting within the policies and procedures set forth in the policy and procedure manual of the law enforcement agency by which they are regularly employed.

- D. Release. The responding law enforcement officers shall be released by the officer in charge when their services are no longer required or when they are needed to respond to a situation within the geographic boundaries of their own jurisdiction; provided however, the responding law enforcement officers shall use their best efforts to complete the requested service prior to being released.

5. ROUTINE PATROLS AND ENFORCEMENT

For properties outside the incorporated city limits of Clemson and the City of Clemson has a legal lease agreement to control and operate or has a contract to provide law enforcement services, the **Chief of Police of the City of Clemson, SC**, may have his officers conduct routine patrols and enforce any state law violations on said properties. Any arrests that may result on said properties a Pickens County Deputy shall be requested to assist with booking and paperwork procedures for the Pickens County Magistrate Court.

6. PERSONNEL, COSTS AND RECORDS

Except as otherwise agreed among the parties, each party shall maintain control over its personnel. Except as otherwise provided herein, each party shall bear its own costs incurred in the performance of its obligations hereunder, and shall keep its own personnel and other usual records as to its assigned officers.

Any and all records of law enforcement activities conducted pursuant to this Agreement shall be the property of and maintained by the agency conducting the activity, including any incident reports, citations, photographs, or other images captured on any photographic or digital media. Nothing contained herein prohibits or precludes any participating agency from making or maintaining a copy of any such records referenced above.

7. REQUESTS FOR INFORMATION PURSUANT TO THE SOUTH CAROLINA FREEDOM OF INFORMATION ACT

Upon receipt, each agency participating in this Agreement must respond to requests for information pursuant to the South Carolina Freedom of Information Act.

8. COMPENSATION

This Agreement shall in no manner affect or reduce the compensation, pension, or retirement rights of any responding officer. Except as otherwise agreed, each party shall bear its own costs and expenses incurred in complying with this Agreement.

9. INSURANCE

Each party shall maintain such insurance coverage for general liability, workers' compensation, and other such coverage as may be required by law or deemed advisable by individual parties.

10. EMPLOYMENT STATUS

Nothing herein shall be construed or interpreted to imply that the law enforcement officers responding in accordance with this Agreement shall be the employees of the law enforcement agency requesting such assistance.

11. MODIFICATION OR AMENDMENT

This Agreement shall not be modified, amended, or changed in any manner except upon express written consent of the parties to this Agreement.

12. RESPONSIBILITY TO RESPECTIVE GOVERNING BODIES

Each party is responsible for any approval requirements to their respective governing body as may be required under South Carolina law.

13. SEVERABILITY

Should any part of this Agreement be found to be unenforceable by any court or other competent authority, then the rest shall remain in full force and effect.

14. BINDING SUCCESSORS IN OFFICE

All parties agree that any and all successors in interest to their offices will be similarly bound by the terms of this agreement without necessitating execution of any amendment.

15. NO INDEMNIFICATION OR THIRD PARTY RIGHTS

To the extent provided by law, the parties shall be solely responsible for the acts and omissions of their respective employees, officers, and officials, and for any claims, lawsuits and payment of damages that arise from activities of its officers. No right of indemnification is created by this agreement and the parties expressly disclaim such. The provisions of this agreement shall not be deemed to give rise to or vest any rights or obligations in favor of any rights or obligations in favor of any party or entity not a party to this agreement.

16. TERMINATION

This Agreement shall be terminated at any time upon written notice to the other party to this Agreement.

17. TERM AND RENEWAL

This Agreement is effective as to each party at the date and time of signing and will automatically renew each anniversary date, year to year, and term to term unless a party exercises its right to terminate as further described herein.

18. USE OF EQUIPMENT AND FACILITIES

Each party shall be responsible for the maintenance of its own equipment and shall be responsible for the procurement of facilities unless otherwise agreed upon by the parties.

IN WITNESS WHEREOF, these parties have set their hands and seals at the date set forth above.

PICKENS COUNTY SHERIFF'S OFFICE

WITNESSES

Rick Clark, Sheriff Date
Pickens County Sheriff's Office

Witness

CLEMSON POLICE DEPARTMENT

Jorge Campos, Chief Date
Clemson Police Department

Witness

**CITY OF CLEMSON
AGENDA ITEM REQUEST FORM**

Requested by:

Date Submitted:

Council Meeting Date:

Type of Request: (check only one)

☐ **Report/Discussion**

☒ **Policy/Action**

☐ **Executive Session**

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

Request approval of three new bank accounts that are required by the State for the CDBG & ARC grants that have been awarded to the City.

Agenda Item Detail: (expand as necessary for clarification)

Request approval of a new bank account that will be used to account for the following grants:

1. Abel Rd./Curtis Cir Sidewalk Improvements CDBG 4-CE-23-001
2. Redhill Neighborhood Water Upgrade CDBG 4-CI-23-003
3. Streetscape and Bldg. Demo ARC 4-G-23-21261

**CITY OF CLEMSON
AGENDA ITEM REQUEST FORM**

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☐ **Report/Discussion**

☒ **Policy/Action**

☐ **Executive Session**

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

Agenda Item Detail: (expand as necessary for clarification)

 AIA® Document B102® – 2017**Standard Form of Agreement Between Owner and Architect without a Predefined Scope of Architect's Services**

AGREEMENT made as of the 14th day of March in the year 2024
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

City of Clemson
Parks and Recreation
102 Nettles Park Rd.
Clemson, SC 29631

and the Architect:
(Name, legal status, address and other information)

McMillan Pazdan Smith Architecture
400 Augusta St., Suite 200
Greenville, SC 29609

for the following (hereinafter referred to as "the Project"):
(Insert information related to types of services, location, facilities, or other descriptive information as appropriate.)

Nettles Park Event Center and Clemson Area African American Museum (CAAAM)
Feasibility Study

MPS Project # 024057.00

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

TABLE OF ARTICLES

- 1 ARCHITECT'S RESPONSIBILITIES
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- 6 COMPENSATION
- 7 MISCELLANEOUS PROVISIONS
- 8 SPECIAL TERMS AND CONDITIONS
- 9 SCOPE OF THE AGREEMENT

ARTICLE 1 ARCHITECT'S RESPONSIBILITIES

§ 1.1 The Architect shall provide the following professional services:

(Describe the scope of the Architect's services or identify an exhibit or scope of services document setting forth the Architect's services and incorporated into this document in Section 9.2.)

Refer to Exhibit B attached.

§ 1.1.1 The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 1.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project, and the Owner agrees to make no delay claim or other related claims against the Architect provided that the Architect has exercised reasonable diligence in the execution of its services. The Architect makes no other representations and no warranties, whether express or implied, with respect to its services performed under this Agreement.

§ 1.3 The Architect identifies the following representative authorized to act on behalf of the Architect with respect to the Project.

(List name, address, and other contact information.)

Lisa Lanni, AIA
Principal
McMillan Pazdan Smith Architecture
400 Augusta St., Suite 200
Greenville, SC 29609
864-679 6216 O
864-505 1354 M
llanni@mcmillanpazdansmith.com

§ 1.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

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User Notes:

(2051562093)

§ 1.5 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 6.2.3.

§ 1.5.1 Commercial General Liability with policy limits of not less than one million dollars (\$1,000,000.00) for each occurrence and two million dollars (\$2,000,000.00) in the aggregate for bodily injury and property damage.

§ 1.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than one million dollars (\$ 1,000,000.00) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 1.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 1.5.1 and 1.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 1.5.4 Workers' Compensation at statutory limits.

§ 1.5.5 Employers' Liability with policy limits not less than one million dollars (\$ 1,000,000.00) each accident, one million dollars (\$ 1,000,000.00) each employee, and one million dollars (\$ 1,000,000.00) policy limit.

§ 1.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than five million dollars (\$ 5,000,000.00) per claim and ten million dollars (\$ 10,000,000.00) in the aggregate.

§ 1.5.7 **Additional Insured Obligations.** If requested by the Owner, to the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 1.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 1.5.

ARTICLE 2 OWNER'S RESPONSIBILITIES

§ 2.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 2.2 The Owner identifies the following representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.
(List name, address, and other contact information.)

Jay Bennett
Director of Parks and Recreation
City of Clemson
102 Nettles Park Rd.
Clemson, SC 29631
T: 864.624.1122 C: 843.337.5647
jbennett@cityofclemson.org

§ 2.3 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the

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Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 2.4 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 2.5 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 2.6 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

§ 2.7 The Owner acknowledges that accelerated, phased or fast-track scheduling provides a benefit, but also carries with it associated risks. Such risks include the Owner incurring costs for the Architect to coordinate and redesign portions of the Project affected by procuring or installing elements of the Project prior to the completion of all relevant Construction Documents, and costs for the Contract to remove and replace previously installed Work. If the Owner selected accelerated, phased or fast-track scheduling, the Owner agrees to include in the budget for the Project sufficient contingencies to cover such costs.

ARTICLE 3 COPYRIGHTS AND LICENSES

§ 3.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 3.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 3.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for the purposes of evaluating, constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 5 and Article 6. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 5.4, the license granted in this Section 3.3 shall terminate.

§ 3.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all loss, damages, costs, expenses, and demands arising out of any reuse, alteration, or use of Architect's Documents or work product without Architect's involvement, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 3.3.1. The terms of this Section 3.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 5.4. The Owner shall not have any right to reuse any Documents, work product or other intellectual property produced by Architect in the case of termination for convenience unless written approval is provided by Architect. The Owner shall not have any right, in the case of any termination, to use or reuse any Documents, work product or other intellectual property produced by Architect unless the Architect has been paid in full.

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§ 3.4 Except for the licenses granted in this Article 3, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 3.5 Except as otherwise stated in Section 3.3, the provisions of this Article 3 shall survive the termination of this Agreement.

ARTICLE 4 CLAIMS AND DISPUTES

§ 4.1 General

§ 4.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 4.1.1.

§ 4.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 4.1.3 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 5.7. Consequential damages include, but are not limited to, loss of profits, loss of revenues, loss of business and of business operations, reduced rental or market values, increased insurance costs, increased energy, water and other operational costs, unrealized tax incentives, credits, deductions, and/or rebates. The Owner and the Architect agree to require a similar provision in all contracts with contractors, subcontractors, subconsultants, vendors and other entities involved in this Project to carry out the intent of this provision.

§ 4.1.4 All good faith claims, disputes and other matters in question (herein referred to as a "Controversy" between the parties to this Agreement arising out of or relating to this Agreement or the breach thereof shall, within 21 days of a party receiving notice of the Controversy, be the subject of a meeting between the Authorized Representatives of each party to review the underlying facts giving rise to the Controversy and the proposed resolution thereof. If the parties agree on the method of resolving such Controversy, such method shall be embodied in a written agreement signed by the Authorized Representative for both parties. If the party representatives are not able to resolve such matters within five (5) business days of the date of the first discussion, the party representatives shall immediately inform senior executives of the parties who shall meet within five (5) business days to endeavor to reach resolution. If the dispute remains unresolved after fifteen (15) days from the date of the first discussion, the parties shall submit the matter in accordance with the below Mediation procedures.

§ 4.2 Mediation

§ 4.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 4.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration

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proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 4.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 4.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 4.2, the method of binding dispute resolution shall be the following:
(Check the appropriate box.)

☐ Arbitration pursuant to Section 4.3 of this Agreement

☒ Litigation in a court of competent jurisdiction

☐ Other (Specify)

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

§ 4.3 Arbitration

§ 4.3.1 Not Applicable.

§ 4.3.1.1 Not Applicable.

§ 4.3.2 Not Applicable.

§ 4.3.3 Not Applicable.

§ 4.3.4 Consolidation or Joinder

§ 4.3.4.1 Not Applicable.

§ 4.3.4.2 Not Applicable.

§ 4.3.4.3 Not Applicable.

§ 4.4 Not Applicable.

ARTICLE 5 TERMINATION OR SUSPENSION

§ 5.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 5.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 5.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 5.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 5.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 5.6 If the Owner terminates this Agreement for its convenience pursuant to Section 5.5, or the Architect terminates this Agreement pursuant to Section 5.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 5.7 In addition to any amounts paid under Section 5.6, if the Owner terminates this Agreement for its convenience pursuant to Section 5.5, or the Architect terminates this Agreement pursuant to Section 5.3, the Owner shall pay to the Architect the following fees:

(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

.1 Termination Fee:

15% of the total Compensation for the balance of Work not completed and enumerated in Article 11 as revised.

.2 Licensing Fee, if the Owner intends to continue using the Architect's Instruments of Service:

15% of the total Compensation for the balance of Work not completed and enumerated in Article 11 as revised.

§ 5.8 Except as otherwise expressly provided herein, this Agreement shall terminate
(Check the appropriate box.)

☒ One year from the date of commencement of the Architect's services

☐ One year from the date of Substantial Completion

☐ Other

(Insert another termination date or refer to a termination provision in an attached document or scope of service.)

If the Owner and Architect do not select a termination date, this Agreement shall terminate one year from the date of commencement of the Architect's services.

§ 5.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 3 and Section 5.7.

ARTICLE 6 COMPENSATION

§ 6.1 The Owner shall compensate the Architect as set forth below for services described in Section 1.1, or in the attached exhibit or scope document incorporated into this Agreement in Section 9.2.

(Insert amount of, or basis for, compensation or indicate the exhibit or scope document in which compensation is provided for.)

Basic Services:

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User Notes:

(2051562093)

Programming	\$63,850.00
Concept Design	\$153,325.00
Additional Presentations	\$950/mtg.

§ 6.2 Compensation for Reimbursable Expenses

§ 6.2.1 Reimbursable Expenses are in addition to compensation set forth in Section 6.1 and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses;
- .11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and
- .12 Other similar Project-related expenditures.

§ 6.2.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus fifteen percent (15 %) of the expenses incurred.

§ 6.2.3 **Architect's Insurance.** If the types and limits of coverage required in Section 1.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:

(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 1.5, and for which the Owner shall reimburse the Architect.)

N/A

§ 6.3 Payments to the Architect

§ 6.3.1 Initial Payments

§ 6.3.1.1 An initial payment of zero dollars (\$ 0) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 6.3.2 Progress Payments

§ 6.3.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid forty-five (45) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

(Insert rate of monthly or annual interest agreed upon.)

1.5 % monthly

§ 6.3.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 6.3.2.3 Records of Reimbursable Expenses and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 7 MISCELLANEOUS PROVISIONS

§ 7.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules.

§ 7.2 Except as separately defined herein, terms in this Agreement shall have the same meaning as those in AIA Document A201™-2017, General Conditions of the Contract for Construction.

§ 7.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 7.4 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 7.4.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™-2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

§ 7.5 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 7.6 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 7.7 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 7.8 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 7.8 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 5.4.

§ 7.9 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 7.9.1. This Section 7.9 shall survive the termination of this Agreement.

§ 7.9.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively

for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 7.9.

§ 7.10 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

§ 7.11 The Owner shall indemnify, defend and hold harmless the Architect against all liability, loss, cost, or expense (including reasonable attorney's fees and cost of defense) and against all claims or actions arising out of the performance of consulting or engineering services by the Owner's separate design consultants, and caused by any act, error, omission, or breach of contract (including breach of representation or warranty) by those persons or entities, or for which the Owner is liable, including any claim or action based upon violation of any statute, ordinance, building code or Regulation.

§ 7.12 The Architect disclaims any responsibility for any plans, specification, estimates, reports, surveys, tests, or other documents or instruments, or any part thereof, prepared by the Owner's separate consultants, and the Architect's liability to the Owner shall be limited to those documents prepared by and services rendered by the Architect or its employees, agents, contractors, and consultants. Owner further acknowledges that reports concerning concealed conditions as well as investigations depict only the conditions at the specific site. Accordingly, Architect shall not be liable or responsible for anticipating conditions that are not depicted in information furnished by the Owner's consultants or other sources of information concerning existing conditions at the applicable Project site.

ARTICLE 8 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

(Include other terms and conditions applicable to this Agreement.)

N/A

ARTICLE 9 SCOPE OF THE AGREEMENT

§ 9.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 9.2 This Agreement is comprised of the following documents identified below:

- .1 AIA Document B102™–2017, Standard Form Agreement Between Owner and Architect
- .2 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:

(Insert the date of the E203–2013 incorporated into this Agreement.)

- .3 Exhibits:

(Check the appropriate box for any exhibits incorporated into this Agreement.)

☐ AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204–2017 incorporated into this Agreement.)

☒ Other Exhibits incorporated into this Agreement:
(Clearly identify any other exhibits incorporated into this Agreement.)

Exhibit B –B203 Site Evaluation and Project Feasibility

- 4 Other documents:
(List other documents, including the Architect's scope of services document, hereby incorporated into the Agreement.)

Exhibit A 2024 Rate Schedule

This Agreement entered into as of the day and year first written above.

OWNER (Signature)

(Printed name and title)

ARCHITECT (Signature)

Lisa Lanni, Principal

(Printed name, title, and license number, if required)

EXHIBIT A



mcmillan | pazdan | smith
ARCHITECTURE

BILL RATE SCHEDULE

Effective February 1, 2024

	<u>Hourly Rates</u>
Founding Principal	\$315.00
Principal Architect I	\$280.00
Principal Architect II	\$235.00
Healthcare Planner	\$260.00
Architect Senior	\$235.00
Architect I	\$210.00
Architect II	\$185.00
Architect III	\$160.00
Architect IV	\$140.00
Architect V / Design Professional I	\$130.00
Design Professional II	\$120.00
Design Professional III	\$110.00
Design Professional IV	\$105.00
Project Designer Senior	\$195.00
Project Designer I	\$160.00
Project Designer II	\$135.00
Project Designer III	\$115.00
Project Designer IV	\$105.00
Project Designer V	\$95.00
Specification Writer	\$145.00
Construction Administration Senior	\$205.00
Construction Admin I	\$170.00
Construction Admin II	\$135.00
Construction Admin III	\$110.00
Construction Admin IV	\$95.00
Interior Design Senior	\$170.00
Interior Design I	\$140.00
Interior Design II	\$115.00
Interior Design III	\$95.00
Administrative II	\$130.00
Administrative III	\$95.00

Sub consultants	Cost plus 15%
-----------------	---------------

Reimbursable Expense

Mileage	Current IRS rate
---------	------------------

Other Related Reimbursables (i.e. copies, prints)	Cost plus 15%
---	---------------

Basic Services for projects on a lump sum fee or maximum fee basis are not affected by hourly rate adjustments.

AIA Document B203™ – 2017

Standard Form of Architect's Services: Site Evaluation and Project Feasibility

for the following **PROJECT**:

(Name and location or address)

Nettles Park Event Center and Clemson Area African American Museum (CAAAM)
Feasibility Study

MPS Project # 024057.00

THE OWNER:

(Name, legal status and address)

City of Clemson
Parks and Recreation
102 Nettles Park Rd.
Clemson, SC 29631

THE ARCHITECT:

(Name, legal status and address)

McMillan Pazdan Smith LLC
400 Augusta St., Suite 200
Greenville, SC 29609

THE AGREEMENT

This Standard Form of Architect's Services is part of the accompanying Owner-Architect Agreement (hereinafter, together referred to as the Agreement) dated the 14th day of March in the year 2024 .

(In words, indicate day, month and year.)

TABLE OF ARTICLES

- | | |
|---|--|
| 1 | INITIAL INFORMATION |
| 2 | SITE EVALUATION AND PROJECT FEASIBILITY SERVICES |
| 3 | ADDITIONAL SERVICES |
| 4 | OWNER'S RESPONSIBILITIES |
| 5 | COMPENSATION |
| 6 | SPECIAL TERMS AND CONDITIONS |

ARTICLE 1 INITIAL INFORMATION

§ 1.1 The Architect's services are based on the Initial Information set forth in this Article 1 (For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 Site(s) to be evaluated:

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document provides the Architect's scope of services only and must be used with an Owner-Architect agreement. It may be attached as an exhibit to AIA Document B102™–2017, Standard Form of Agreement Between Owner and Architect without a Predefined Scope of Architect's Services or used with AIA Document G802™–2017, Amendment to the Professional Services Agreement, to create a modification to any Owner-Architect agreement.

(Identify the site or sites to be evaluated by the Architect and existing buildings that are a part of the evaluation.)

Nettles Park Event Spaces and Clemson Area African American Museum

§ 1.1.2 The Owner's Development Objectives:

(Identify the Owner's program for the Project or otherwise state the Owner's Development Objectives for the Project in terms of space requirements, anticipated structures, site features, sustainable objectives, and other relevant information.)

The project is located at Nettles Park, Clemson, South Carolina. We understand the proposed project will include a feasibility study for a new Event Center, amenities spaces and support spaces at Nettles Park and a study to renovate the existing Clemson Area African American Museum (CAAAM) building.

§ 1.1.3 The Architect shall retain the following consultants:

(List name, discipline, address, and other information.)

Recreation Planning:

Zec Eight Insights, LLC
49 Boone Village, Suite 166
Zionsville, IN 46077

Cost Estimating:

Palacio Collaborative
128 Millport Circle, Suite 200
Greenville, SC 29607

Civil/Site Planning:

Kimley- Horn
607 Pendleton St. Suite 100
Greenville, SC 29601

§ 1.1.4 Other Initial Information on which the Architect's services are based:

(List below other information that will affect the Architect's performance, such as the Owner's contractors and consultants, existing entitlements for land use or construction, existing encumbrances to land use, the Owner's budget for the Project, authorized representatives, and Owner confidentiality requirements.)

Budget TBD

§ 1.1.5 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation.

ARTICLE 2 SITE EVALUATION AND PROJECT FEASIBILITY SERVICES

§ 2.1 The Architect shall manage the Site Evaluation and Project Feasibility Services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 2.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 2.3 The Architect shall prepare, and periodically update, a schedule of Site Evaluation and Project Feasibility Services that identifies milestone dates for decisions required of the Owner, services furnished by the Architect, and completion of documentation to be provided by the Architect. The Architect shall coordinate the schedule of Site Evaluation and Project Feasibility Services with the Owner's Project schedule.

§ 2.4 The Architect shall submit documents regarding the Site Evaluation and Project Feasibility Services to the Owner at appropriate intervals for purposes of evaluation and approval by the Owner. The Architect shall be entitled to rely on approvals received from the Owner to complete the Site Evaluation and Project Feasibility Services.

§ 2.5 The Architect shall prepare a site evaluation and feasibility report based on the Architect's services selected in Section 2.6. The report may incorporate written or graphic materials, and shall include:

- .1 an executive summary,
- .2 documentation of the methodology used to conduct the Architect's services,
- .3 the Owner's Development Objectives,
- .4 relevant facts upon which the report is based,
- .5 comparisons regarding multiple sites, if selected,
- .6 conclusions and recommendations, and
- .7 other:

§ 2.6 The Architect shall provide the listed Site Evaluation and Project Feasibility Services only if specifically designated below as the Architect's responsibility. Unless otherwise specifically addressed in the Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Site Evaluation and Project Feasibility Service is not being provided.

(Designate the Architect's Site Evaluation and Project Feasibility Services and the Owner's Site Evaluation and Project Feasibility Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Site Evaluation and Project Feasibility Service.)

Services	Responsibility (Architect, Owner or Not Provided)
§ 2.6.1 Preliminary assessment of Owner's Development Objectives	Architect
§ 2.6.2 Site evaluation	Owner
§ 2.6.3 Identification of environmental requirements	Owner
§ 2.6.4 Site context description	Owner
§ 2.6.5 Cultural factor assessment	Not provided
§ 2.6.6 Historic resource inventory	Not provided
§ 2.6.7 Building evaluation	Architect
§ 2.6.8 Conceptual drawings	Architect
§ 2.6.9 Estimate of the cost of the Work	Architect
§ 2.6.10 Public hearings and meetings	Architect/Owner
§ 2.6.11 Other Site Evaluation and Project Feasibility Services – Zec Eight Insight scope and Kimley Horn scope	Architect

§ 2.7 Description of Services

A brief description of each Site Evaluation and Project Feasibility Service is provided below.

(If necessary, attach as an exhibit, or provide in Section 2.7, expanded or modified descriptions of the Site Evaluation and Project Feasibility Services listed below.)

§ 2.7.1 Preliminary Assessment of Owner's Development Objectives. Provide a preliminary assessment of the Owner's Development Objectives and identify constraints and opportunities that will impact them.

§ 2.7.2 Site Evaluation. Evaluate the site by, as applicable: (1) performing on-site observations; (2) assessing the physical characteristics of the site; (3) assessing codes, ordinances, and regulations that impact the Owner's Development Objectives; (4) assessing utilities available to the site; and (5) assessing the access, circulation, and parking for the site. The Architect shall make recommendations to the Owner based on its site evaluation.

(Paragraph deleted)

§ 2.7.3 Not Applicable

§ 2.7.4 Site Context Description. Describe the physical characteristics and context of areas immediately surrounding the site, including existing land uses, proposed development, and public transportation. The Architect shall also describe land use patterns, trends, or potential uses of areas immediately surrounding the site and assess the impact of the Owner's Development Objectives on the surrounding sites and community.

§ 2.7.5 Cultural Factor Assessment. Research the history of the site, which may include historic land uses, existing structures on or adjacent to the site, archaeological significance, and other cultural factors. The Architect shall also assess the impact of the Owner's Development Objectives on the cultural significance of the site, surrounding sites, and community.

§ 2.7.6 Historic Resource Inventory. Prepare an inventory of buildings and other features on the site that have been identified by local, state, or federal authorities as historic, or that may have historic significance.

§ 2.7.7 Building Evaluation. Conduct an evaluation, based on visual observation, of the existing buildings on the site. The evaluation shall summarize, in general terms: (1) the buildings' existing uses; (2) elements or components of the buildings that do not comply with applicable codes and regulations; (3) the buildings' predominant materials and their conditions; (4) the buildings' structural systems and their conditions; (5) the buildings' mechanical, electrical, and plumbing systems and their conditions; and (6) potentially hazardous materials or toxic substances in the buildings. If necessary, the Architect shall recommend further investigation of any of the above.

§ 2.7.8 Conceptual Drawings. Prepare conceptual development drawings based on the Owner's Development Objectives. The drawings may show, as the Architect deems appropriate, land use, building placement, access and circulation of vehicles and pedestrians, parking, utilities, site drainage, landscaping, and development phasing.

§ 2.7.9 Estimate of the Cost of the Work. Based on the Conceptual Drawings and other services provided, prepare an estimate of the cost of the work for the development of the site.

§ 2.7.10 Public Meetings and Hearings. Attend public hearings and citizen information meetings as required to perform the services or as requested by the Owner. Prepare presentation materials as necessary for such public meetings and hearings.

§ 2.7.11 Other Site Evaluation and Project Feasibility Services Identified in Section 2.6.11:

(Describe the Site Evaluation and Project Feasibility Services, if any, identified in Section 2.6.11.)

Programming.

MPS will facilitate programming sessions with the City of Clemson staff to identify program space needs (4 meetings included). Based on the information gained from the programming session, MPS will quantify current and future space needs to identify building area. MPS will produce up to 3 conceptual designs to present to the City for review and approval. MPS will facilitate community input meetings (2 meetings included) and finalize concept design per comments for approval. Deliverables for this will include existing buildings field verification, space need surveys, programming documents, site plan, market research and precedent studies.

MPS will work with Zec Eight Insight LLC to provide the following:

- Recreation Trends Report: includes examination of local market, expected participation in various activities, national recreation trends information, existing stakeholder engagement information, trends for museum and history programming.
- Public Engagement Support: participation in stakeholder interviews, meetings, etc. virtually as needed.

- Preferred Program Plan and Priorities: assist in identifying the recommended core programmatic elements for both the Nettles Park center and the Clemson Area African American Museum (CAAAM) including key activities and programs for both adult and youth participants.
- Operational Implications: Conduct an Analysis that examines the existing resources available to deliver/implement the identified core programs based on the preferred management strategies and site layout. The intent of this analysis is to provide more context for long-term operational strategies and funding associated with implementing a Nettles Park Event Center and for the CAAAM re-design and enhancement. A multi-year operating financial pro-forma will be created that includes management decisions based on market research, core team discussions, existing and needed resources, site layouts and available spaces, and professional opinion.

MPS will work with Kimley Horn to provide preliminary site planning for Nettles Park, including unique site assets, open spaces, circulation patterns, parking needs, topographic challenges, slope analysis, access and mobility, and infrastructure conditions, and regulatory constraints.

Provide overall parking guidance based on local and national guidelines for parking of event centers. This information will be used to help the design team work through placement, scenarios, and configurations of parking fields. We will summarize the findings in a format that is compatible with the masterplan.

Help guide decisions regarding landscape, tree preservation, and integration of the masterplan into the natural environment. We will use the adopted Nettles Park masterplan, developed by Kimley-Horn, to help guide the development of these elements.

Concept Design

Based on the approved programming needs, MPS will work with the City to prepare Concept Design Documents for the Owner's approval. Deliverables for this phase will include drawings and other documents including a site plan, preliminary building plans, exterior elevations, budget estimate for Nettle parks design and CAAAM renovation and may include perspective sketches or other digital representations.

ARTICLE 3 ADDITIONAL SERVICES

§ 3.1 Additional Services may be provided after execution of the Agreement, without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Article shall entitle the Architect to compensation pursuant to Section 5.2 and an appropriate adjustment in the Architect's schedule.

§ 3.2 The Architect shall provide Site Evaluation and Project Feasibility Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 Four (4) in person/virtual meetings with the Owner or the Owner's consultants
 - .2 Two (2) visits to the site by the Architect
 - .3 Two (2) preparations and presentations for, and attendance at, public hearings and meetings.
- Additional Presentations will be billed at \$950/meeting.

ARTICLE 4 OWNER'S RESPONSIBILITIES

§ 4.1 The Owner shall provide the Architect with information necessary to perform the Site Evaluation and Project Feasibility Services, which may include a program or other Owner-provided information regarding the development objectives for the Project. If necessary, the Owner shall provide the services of a surveyor, geotechnical engineer, or environmental consultant.

§ 4.2 The Owner shall provide the Architect with any available previous studies, data, reports, surveys, or other documents which have a direct bearing on the Site Evaluation and Project Feasibility Services.

§ 4.3 The Owner shall provide access to the property and buildings as necessary for the Architect to complete the Site Evaluation and Project Feasibility Services.

ARTICLE 5 COMPENSATION

§ 5.1 If not otherwise specifically addressed in the Agreement, the Owner shall compensate the Architect for the Site Evaluation and Project Feasibility Services described in Article 2 as follows:

(Insert amount of, or basis for, compensation.)

Basic Services

Programming \$63,850.00
Concept Design \$153,325.00

§ 5.2 For Additional Services that may arise during the course of the Project, including those under Section 3.2, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

Refer to Exhibit A – MPS 2024 Fee Schedule

§ 5.3 Compensation for Additional Services of the Architect's consultants, when not included in Section 5.2, shall be the amount invoiced to the Architect plus FIFTEEN percent (15 %), or as otherwise stated below:

or a negotiated sum

ARTICLE 6 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Standard Form of Architect's Services: Site Evaluation and Project Feasibility are as follows:

Invoices will be sent monthly for the percentage amount of the work completed. Terms: net 15 days. A service charge of 1.5% per month will be added to all unpaid invoices, 45 days past date of invoice.



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 renewal of the Memorandum of Agreement between the Joseph F. Sullivan Center and the City of Clemson for Specified Health Services: Scheduled access to acute care services.

Agenda Item Detail: (expand as necessary for clarification)

Please find attached to the agenda the MOA that allows City of Clemson employees and their dependents to have pre-paid access to acute health care services at the Joseph F. Sullivan Center at Clemson University. The terms and conditions for FY 24-25 are the same as the current year with no change in cost.

This agreement is for 1 year and 3 months. This will allow for us to transition to a July 1 renewal date each year.

Memorandum of Agreement

Between
Clemson University, acting through the Joseph F. Sullivan Center
and
City of Clemson
for
Specified Health Services: Scheduled Access to Acute Care

The City of Clemson is a self-insured local government entity with approximately 120 full-time (insured) and 120 (uninsured) part-time employees. An outside insurance broker provides management, and wellness screening services for their insured population. To maximize efficiency and decrease lost work time, city officials identified the need to have immediate access to affordable, acute care for their employees, spouses, significant others, and dependents as a health benefit.

The Joseph F. Sullivan Center is a multidisciplinary Nurse-managed Health Center with an academic mission for health research, health professions education, and community service. The primary focus areas for service are population health promotion and healthy community environments. The Center provides a comprehensive wellness promotion program for the Clemson University employees. Through services and programs supported by the university, third party reimbursement, or special pricing, the center offers acute and chronic care, adult vaccinations, Medical Surveillance, wellness screenings, physical examinations, mental health services, health education, and is developing online and onsite stress management interventions to benefit employee populations.

I. Purpose

This Memorandum of Agreement (the "MOA") sets for the terms by which Clemson University, by and through its Joseph F Sullivan Center ("Clemson University" or the "University") will make available specified health services appointments, primarily for the provision of scheduled clinic access for acute care, and other specified health needs as agreed upon by both parties, for the City of Clemson employees and dependents, as determined by the City of Clemson.

Special programming also may be offered by professionals and students in the College of Behavioral, Social and Health Science for research and educational purposes.

II. Scope of Services

A. Under the terms of this MOA, Clemson University Joseph F. Sullivan Center shall be responsible for the following items:

- Provide clinic access to acute care services (diagnosis and treatment of minor illness or injury) specifically scheduled for the City of Clemson employees and dependents. These services will be provided for 3.75 hours per week at either the Joseph F. Sullivan Center or an accessible offsite facility. If services are provided beyond 3.75 hours per week an hourly rate of \$133 will be charged in addition to the quarterly fee to the City of Clemson. These services will include morning and afternoon hours and will be provided Monday through Thursday for three days per week. The University will provide the City of Clemson with a schedule of available hours. This schedule can be modified at the discretion of the University.
- The MOA may include additional services as mutually agreed by the parties. This may include physical assessment during the regularly scheduled course dates and times offered in conjunction with the School of Nursing for employees requiring DOT physical

examination. Additionally, this may include limited referral appointments from the insurance agency nurse case manager, for assistance with education, assessment, or treatment of non-controlled diseases. These clients will then be returned to their PCP.

- Services will be managed by a certified nurse practitioner. The nurse practitioner will operate within the scope of the South Carolina Nurse Practice Act to provide acute care.
 - Coordinate with primary health care providers who will be responsible for prevention and treatment of chronic conditions.
 - Maintain full credentialing of health care practitioners providing medical services under this MOA, and provide documentation upon request for the City of Clemson.
 - Provide monthly invoice for any additional fees for hourly charges in excess of the 3.75 contract hours per week. The invoice will be mailed within a forty-five day time frame after the end of each month.
 - Carry a minimum of \$300,000/\$600,000 per occurrence, medical professional liability insurance through the South Carolina Insurance Reserve Fund. A certificate of insurance is available upon request.
- B. Under the terms of this MOA, the City of Clemson shall be responsible for the following items:
- Identify individuals who are eligible for services with an identification card. Provide notification when individuals become ineligible for services (leave employment, etc.).
 - The City of Clemson will pay \$6,250 (to be standardized to Jan/Feb/Mar, Apr/May/June, July/August/Sept, Oct/Nov/Dec) to Clemson University due on or before the first day of each quarter. The first payment will include the first full quarter (April, May and June). Monthly invoices will also be provided which include any additional costs incurred. In the event that both parties agree and occasional additional services are needed, an hourly charge of \$133 will be billed for services provided in excess of the 3.75 hours per week. Payment for the monthly invoice is due within thirty (30) days of the date of the invoice.
 - Available slots will be managed by the Sullivan Center staff coordinated through a designated representative from the City of Clemson. Drop-in patients will not be an expectation of this MOA.
 - The City of Clemson has considered including other similar agencies as participants in this project subject to the prior written agreement of Clemson University.

III. Terms and Conditions

- A. Service Dates
- This MOA shall be effective April 1, 2024 and will terminate on June 30, 2025.
 - This MOA is renewable based on an annual review and written agreement by both parties. The annual review will determine if services are adequate, additional needs are identified, and to assure quality and satisfaction with service delivery exists.
 - Services will not be provided when Clemson University is closed for holidays or on the occasion that the medical providers are unavailable.
 - This MOA may be terminated by either party with ninety (90) days advanced written notice. In the event of a termination prior to the end of the MOA term, the City of Clemson will be responsible for all applicable monthly charges, a prorated final monthly charge as well as any additional costs incurred and any hourly charges beyond 3.75 hours per week.
- B. Amendment
- This MOA represents the complete agreement between the parties, superseding any other prior or contemporaneous written or oral agreements. Any changes, corrections or additions to

this MOA shall be in writing in the form of a supplemental agreement signed by all necessary parties and setting forth therein the proposed change, correction, or addition.

C. Independent Contractor

In performing the services required by the MOA, each party will act as an independent contractor and not as an employee or agent of the other party. The relationship of the parties to this MOA shall not be construed to constitute a partnership, joint venture or any relationship, other than that of independent contractor.

IV. Memorandum of Agreement Cost

The cost of this MOA to the City of Clemson is \$6,250 quarterly, plus an hourly charge of \$133 per hour for every hour beyond 3.75 hours per week that services are actually provided, and additional costs related to blood or other specimens sent off-site for analysis, vaccines and medications given by injection. The additional fee for these services will be at the University's established billing rate. The MOA includes the services of a nurse practitioner, medical assistant, administrative support, and supplies of on-site basic laboratory services (consistent with CLIA waived procedures which includes urinalysis, finger-stick glucose, finger-stick hemoglobin, etc.). The first payment of \$6,250 is due on or before April 30, 2024.

Clemson University

City of Clemson

Mike Nebesky
Director of Procurement and Business Services

Robert Halfacre
Mayor

Date: _____

Date: _____



CITY OF CLEMSON
AGENDA ITEM REQUEST FORM

Requested By:

Date Submitted:

Council Meeting Date:

Type of Request: (check only one)

☐ Report/Discussion

☒ Policy/Action

☐ Executive Session

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

Authorize Chief of Police to sign a contract with the Pickens County School Board for SRO at Clemson Elementary

Agenda Item Detail: (expand as necessary for clarification)

The agreement between the City of Clemson and the Pickens County School Board is due for the upcoming school year. This contract has not changed from the last except for the reimbursement amounts that have been adjusted for the new raises.

School Resource Officer Program
Memorandum of Agreement
Between
the School District of Pickens County
and
the Clemson Police Department

Section 1: School Assignments, Supervision and Evaluation

- a. The Clemson Police Department, hereafter referred to as Department, will assign a Law Enforcement officer to perform the duties of a School Resource Office, hereinafter referred to as SRO, at Clemson Elementary School.
- b. The Chief, or his designee, will supervise the Department officer(s) assigned to the SRO program and will randomly make scheduled and nonscheduled visits to the school(s).

Section 2: Duty Hours of the SRO

The school(s) listed in section 1 will have an SRO assigned during regular school hours on a full-time basis, eight (8) hours per day. In the event of an extreme emergency such as a natural disaster or riot where every Law Enforcement officer in the surrounding area is needed the SRO may be temporarily reassigned when deemed appropriate by the Chief of Police or his designee.

Section 3: Duties and Responsibilities of the SRO

- a. The primary responsibility of a Clemson Police Department SRO is law enforcement action as required. The SRO will investigate criminal activity that occurs on the school campus and in the surrounding community when the incident is school or student related. Information will be gathered on runaways, gang activities, burglaries and other criminal or law enforcement activities. The SRO will take law enforcement action as required against intruders and unwanted guests who may appear during the school day or at related functions.
- b. The SRO will perform police department duties (general patrol, serving warrants, etc.) during the summer months or at times when school is out. During this time, the SRO must still be in contact with the students at her/his assigned school.
- c. All law enforcement activities will be to the extent that the SRO may do so under the authority of law. As soon as is practical, the SRO will make the school's principal aware of any law enforcement action. The SRO will submit a Department incident report to the Chief within twenty-four hours of an incident.
- d. The SRO will not act as a school disciplinarian. Disciplining students is a school responsibility, but if a violation of law occurs, the principal will contact the SRO in a timely

manner. The SRO will make a determination as to whether or not law enforcement action is appropriate. The SRO will not be assigned as a substitute teacher, nor to hall, lunchroom, bus or other monitoring duties; however, if there is a disturbance the SRO will assist the school until the situation is resolved.

- e. The SRO will act as a resource person to students, parents, faculty and staff. The SRO will become familiar with all community agencies that offer assistance to youth and families, such as mental health clinics, drug treatment centers, etc. The SRO may make referrals to such agencies when deemed appropriate.
- f. The SRO shall maintain a professional working relationship with students, and parents, school faculty and administration by attending PTA meetings and faculty meetings upon request.
- g. The SRO will be available for conference with students, parents, and faculty members in order to assist them with the problems of a law enforcement or crime prevention nature. Confidential information obtained is governed by South Carolina law and will not be disclosed except as provided by law or court order.
- h. The SRO will develop activities and programs to assist in carrying out appropriate duty responsibilities. These activities and programs will be coordinated with the principal and staff members concerned prior to enactment with the approval of the Department.

Section 4: Co-Curricular Activities and School Functions

Upon request of the principal or her/his designee, the SRO may accompany their school to events outside the town/city limits for the purpose of providing security and the school will be billed at the current "Off-Duty Work" rate of pay for the hours incurred.

Section 5: SRO Project Objectives

- a. Promote student understanding of the law and the criminal justice system.
- b. Promote drug and alcohol abuse prevention through programs, activities and classes.
- c. Decrease the number of student conduct/criminal violations occurring during the school day and during extracurricular school functions.
- d. Decrease gang activity and involvement in gangs by students.
- e. Improve students' attitudes and relationships with law enforcement personnel.
- f. Increase access of students, parents, and families to community agencies that offer assistance to youths and their families for problems that require professional help.
- g. Conduct crime prevention programs and improve school officials' response to criminal activity and violence.

Section 6: Duties of the School District/School

- a. The school will provide the SRO with an air-conditioned and properly lighted office with a locking door.
- b. This office should contain:

- A phone with access to a private line
- A desk with drawers
- An office chair
- Worktable
- Locking file cabinet
- Office supplies
- Two guest chairs
- Internet access and e-mail account

SROs will remain employees of the Department and will not be employees of the School District. The School Board and the Department acknowledge that the SRO is a law enforcement officer who will uphold the law under the direct supervision and control of the Department. The SRO will remain responsible to the chain of command of the Department.

The Department will be responsible for recruiting, interviewing and evaluating SROs who will serve at the pleasure of the Department and the School District respectively.

In the event that the principal of the school to which the SRO is assigned feels that the SRO is not effectively performing her/his duties and responsibilities, the principal will state these reasons in writing to the Chief of Police or his designee. If the Chief desires, he will arrange a meeting with the principal, the superintendent and the SRO to address the principal's concerns. If the meeting does not resolve the principal's concerns, or if the Chief does not desire a meeting, he may reassign the SRO.

The SRO may be dismissed or reassigned based upon policy and procedure of the Department. In the case of resignation, dismissal, reassignment or extended absences by an SRO, a replacement will be provided by the Department within thirty (30) school days.

The School District of Pickens County agrees to reimburse the City of Clemson \$17,394 per officer per quarter and may be adjusted yearly if city employees receive a Cost of Living Adjustment (COLA) increase.

The School Board, the Department, their agents and employees agree to cooperate in good faith in fulfilling the terms of this agreement. Unforeseen difficulties or questions will be resolved by negotiation between the Superintendent and the Chief or their designees.

The terms of this agreement may be amended at the end of each school year, but no later than July 31 of the calendar year. The parties hereto agree to negotiate in good faith any desired amendments. Any recommended changes or modifications will be renewed by the Chief and the Superintendent or their designees after being submitted in writing and signed by the party to be changed.

This document constitutes the full understanding of the parties and no term, conditions, understanding or agreements purporting to modify or vary the terms of this document shall be binding unless hereafter made in writing and signed by the party to be changed.

This agreement establishes a final written expression of all terms of this agreement to be signed by their duly authorized officers.

Chief of Police

Date

Witness

Date

Mayor

Date

Witness

Date

Superintendent

Date

Witness

Date

**CITY OF CLEMSON
AGENDA ITEM REQUEST FORM**

Requested by:

Date Submitted:

Council Meeting Date:

Type of Request: (check only one)

☐ **Report/Discussion**

☒ **Policy/Action**

☐ **Executive Session**

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

Second Reading PUD-000177-2023 Proposed Planned Development (HUB Clemson at Abernathy Park)

Agenda Item Detail: (expand as necessary for clarification)

An application for a Planned Development was submitted by CS Acquisition, LLC (Mr. Andrew Savoy) on November 3, 2023. If approved, a group of parcels situated near Keowee Trail and Wall Street in the Uptown District will be rezoned Planned Development District and developed as a 5.61-acre mixed-use project. The proposal includes the construction of 450 residential units and 10,000 square feet of commercial space. The attached draft Planned Development Ordinance contains a detailed description of the proposal.

The project received a positive recommendation to Council by the Planning Commission on February 12, 2024, and public hearings were held on the matter on February 5, 2024, and March 4, 2024. Council approved the project on First Reading on April 1, 2024.

Attachment: Draft Planned Development Proposal

200-228 KEOWEE TRAIL & 105-109 WALL STREET
PLANNED DEVELOPMENT ORDINANCE

Section 101 - Descriptive Statement

The provisions of this Ordinance shall apply to a mixed-used Planned Development located at 200-228 Keowee Trail and 105-109 Wall Street, within the corporate limits of the City of Clemson, County of Pickens, State of South Carolina, and described and shown in the legal description attached as **Exhibit A**. The adoption of this ordinance shall impose standards and restrictions on both the residential and commercial components of this mixed-use Planned Development.

The Planned Development shall include a mixed-use residential and commercial building, private parking, public parking, and a large plaza adjacent to the Keowee Trail right of way and Abernathy Park. Developer will grant a public use easement to the City of Clemson for the plaza area. The property owner shall be responsible for the maintenance of all sidewalks, buildings, parking areas, landscaping, and amenities. Domestic water and sewer infrastructure, including storm and sanitary sewer improvements, will be dedicated to the City of Clemson for ownership and maintenance.

The Planned Development Site currently consists of 5.5 acres on the nine parcels listed below (the “Site”):

Parcel	Type	Address	PIN	Area (sf)	Area (Ac)	Underlying Zoning
1	fee simple	200 Keowee Trail, Clemson SC, 29631	4044-16-83-0981	29,107 sf	0.67 ac	CM
		200 Keowee Trail, Clemson SC, 29631	4044-16-84-1073			
2	fee simple	208 Keowee Trail, Clemson SC, 29631	4044-16-84-0010	20,682 sf	0.47 ac	CM
3	fee simple	214 Keowee Trail, Clemson SC, 29631	4044-16-74-9059	19,469 sf	0.45 ac	CM
4	fee simple	220 Keowee Trail, Clemson SC, 29631	4044-16-74-9214	26,329 sf	0.60 ac	CM
5	fee simple	224 Keowee Trail, Clemson SC, 29631	4044-16-74-8394	25,304 sf	0.58 ac	CM
6	fee simple	228 Keowee Trail, Clemson SC, 29631	4044-16-74-8464	33,654 sf	0.77 ac	CM
7	fee simple	105 & 107 Wall Street, Clemson SC, 29631	4044-16-74-1238	64,636 sf	1.48 ac	CM
8	fee simple	109 Wall Street, Clemson SC, 29631	4044-16-84-1452	16,076 sf	0.37 ac	CM
9	easement	1066 Tiger Blvd, Clemson SC, 29631	4044-16-84-0567	4,411 sf	0.10 ac	CP-2
TOTAL				239,668 sf	5.50 ac	

Proposed Uses

Use 1: Open Space - The Planned Development will include a minimum of 20% open space. The open space shall consist of setbacks, buffers, lawn, landscaping, ground-level seating, pervious hardscape, pervious pavers, and courtyards as shown on the conceptual site plan attached as Exhibit C. An approximately 30,000 square-foot plaza (the “Plaza”) will be provided along

Keowee Trail, which will act as an expansion of Abernathy Park. The Plaza shall include bike parking, light poles, trash receptacles, and public seating areas to be used by the public and commercial tenants of Developer or its assigns. A Public Use Easement for the Plaza will be granted to the City of Clemson prior to issuance of a certificate of occupancy for the Plaza. Developer shall cooperate with the City of Clemson to allow for public programming of the Plaza from time to time (for farmer's markets, movies in the park, holiday festivals, and the like).

Use 2: Commercial Uses – The Planned Development shall include a minimum of 10,000 rentable square feet of commercial space within the Plaza (the “Commercial Space”). The Commercial Space shall be openly marketed for lease, with a preference for operators of grocery, convenience, restaurant, and café uses. Developer may program and operate all or a portion of the Commercial Space if such use is commercial in nature and open to the public. Occupancy of the Commercial Space will likely occur after the completion of the residential portion of the building, with the Commercial Space delivered in “cold shell” condition until tenants are identified. Developer shall post bond equal to \$400,000 (\$40/sf, the “Tenant Improvement Allowance Bond”) prior to the issuance of Certificate of Occupancy for any residential portion of the project. The Tenant Improvement Allowance Bond will be released to Developer in its entirety upon issuance of a commercial tenant improvement permit for the Commercial Space or any portion thereof.

Developer shall make a good faith effort to lease to commercial tenants who will (1) appeal to all residents of Clemson including the non-student population, and (2) help activate the Plaza and Abernathy Park as a whole. Preferred commercial tenants shall include fine dining, food halls, breweries, upscale grocery/convenience uses, boutique clothing/apparel stores, bakeries, coffee shops, ice-cream stores, and the like (the “Target Commercial Users”).

In order to attract these preferred uses, Developer shall offer the following incentives to Target Commercial Users only:

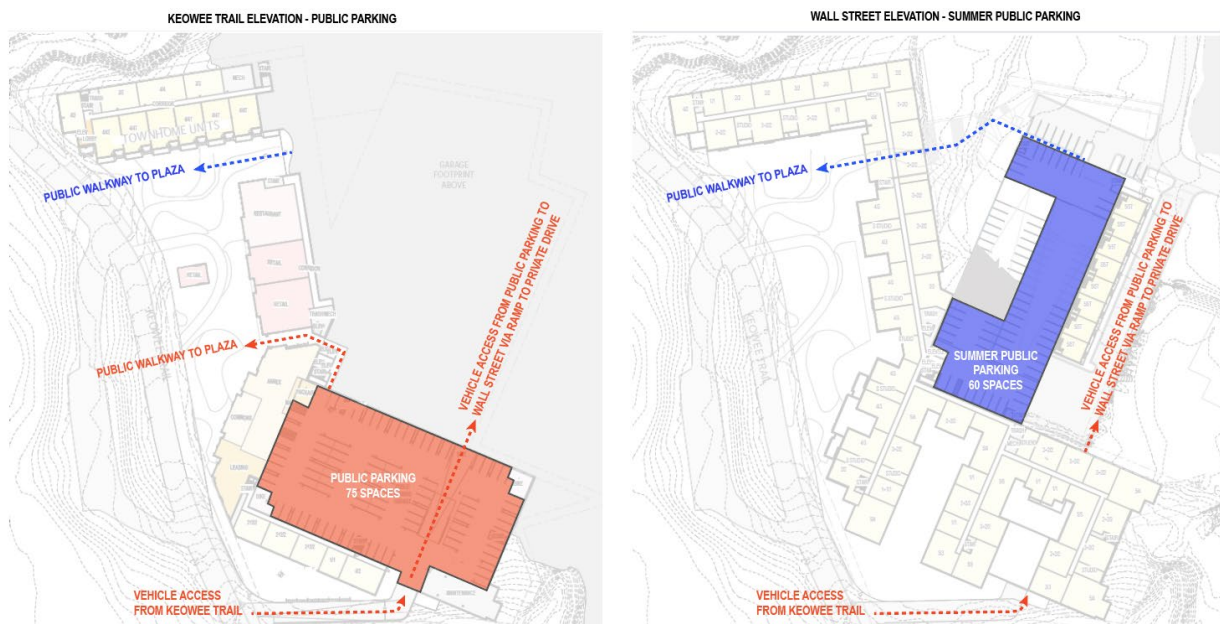
- i) One (1) year of abated rent for leases of at least five (5) years and credit acceptable to Developer.
- ii) In addition to the Tenant Improvement Allowance Bond, Developer shall offer an additional \$40/sf in Tenant Improvement Allowance monies for leases with a base term of at least five (5) years and credit acceptable to Developer.
- iii) Developer shall make reasonable accommodations to allow for the use of up to forty feet (40'-0”) of depth of Plaza space for outdoor dining/seating if desired by the specific user.

Developer shall not lease to vape stores, smoke shops, firearm stores, cellular stores, medical uses, or office uses (the “Prohibited Commercial Uses”).

Additionally, Developer will design the plaza to accommodate food trucks, farmers markets, and other temporary retail uses as approved by Developer and permitted by the City.

Use 3: Public Parking Uses – The Planned Development shall include a minimum of seventy-five (75) structured parking spaces available for the use of patrons of the Plaza, Commercial Uses, and the adjacent Abernathy Park (the “Public Parking”). The Public Parking shall be designed to provide ADA-accessible access to the Plaza and Commercial Uses and shall be open from 8:00 a.m. to the later of (a) thirty minutes after the latest of the Commercial Uses close or (b) 10:00 p.m. daily unless later hours are approved by the City. Any unauthorized vehicles remaining after the Public Parking closes will be towed and resident parking within the Public Parking component shall be strictly prohibited. Additionally, there will be a private drive providing access to the Public Parking and connecting Wall Street to Keowee Trail during the open-hours of the Public Parking.

From May 15 to August 15, as may be reasonably modified to align with Clemson University’s summer academic calendar, developer shall make up to 60 spaces (the “Summer Public Parking”) in the resident parking area available to the public, thereby increasing the total number of public parking spaces from seventy-five (75) to one hundred thirty five (135) spaces during the summer months. Rollup doors or retractable arms shall be used to restrict access to the Public Parking and Summer Public Parking during off-hours. The approximate location of the Public Parking and Summer Public Parking is shown below:



Use 4: Market Rate Multifamily Housing – The Planned Development will include a maximum of 1,325 beds and 450 units, consisting of roughly 475,000 square feet of net rentable residential area with an average unit size of approximately 1,050 square feet (the “Units”). The Units will

include studios, one-bedroom, two-bedroom, three-bedroom, four-bedroom, and five-bedroom units in various configurations and locations as shown in the Site Plan attached as Exhibit C. A maximum of 40% of Units may include double-occupancy bedrooms, with occupancy in the remaining Units limited to one (1) occupant per bedroom. The Units, together with related interior amenities, leasing areas, interior circulation, back of house areas, and private terraces, shall be referred to as the “Multifamily Housing Component”.

Twenty (20) townhome Units (the “Townhomes”) shall be included within the Multifamily Housing Component. The Townhomes shall be disbursed at various ground-floor locations throughout the Site and shall include direct access from the exterior, eliminating the need to traverse the interior amenities or leasing areas in order to enter the unit. The Townhomes shall be rented by the unit and shall include floor plans more traditional to families, including larger bedrooms, closets, primary suites, dens, and the like.

Use 5: Private Parking for Residents – The Planned Development shall include a minimum of the lesser of (i) 613 parking spaces or (ii) parking for 50% of the final bed count (the “Private Parking”). The Private Parking shall be access-controlled and located in a precast parking deck accessible from Wall Street or from Keowee Trail. From May 15 to August 15, as may be reasonably modified to align with Clemson University’s summer academic calendar, the minimum number of required Private Parking shall be reduced by sixty (60) spaces to accommodate the temporary use of those spaces as Summer Public Parking spaces.

Access

Access will be provided primarily from College Avenue via Keowee Trail for vehicular and pedestrian access with secondary vehicular access provided via Wall Street. The dedicated public area will be accessible directly by the Keowee Trail public right of way. Secured access points will be provided for the Multifamily Housing Component and the Private Parking.

Pedestrian Access - The Planned Development will have direct access to the public right of way. Developer will construct sidewalk and plaza improvements along the commercial frontage of project along Keowee Trail providing pedestrian & bicycle access.

Integration with Transit and Alternative Modes of Transportation - The Planned Development will have direct access to the public right of way along Keowee Trail and the Abernathy Park Boardwalk. Additionally, Developer will provide an extension of sidewalk, landscaping, and a crosswalk within the public right of way south of the project on Keowee Trail (as described in Section 103 below) to better connect the project to existing Clemson Area Transit System (CAT) bus routes as well as direct pedestrian and bicycle access to the City of Clemson and Clemson University.

Ownership and Covenants/Conditions/Restrictions - Ownership of the project will remain private with any future property owners bound by and agreeing to this ordinance. Except for any components of the project or facilities dedicated to and accepted by the City, management and maintenance of the project will be by the property owner and/or a property management company hired by the owner. Any future covenants, conditions, and restrictions that may be placed on property will follow the guidelines and be governed by this Planned Development.

Community Open Space for Residents - In addition to the Plaza Space, there will be Community Open Spaces throughout the Planned Development for use and enjoyment by residents. Community Open Spaces for Residents include a pool deck and building amenity areas. These areas will remain open for use by all residential tenants. Building amenities shall include dog park / waste areas separated from the Plaza.

Impact on Public Facilities - Upon development of the project, there will be an impact on public water and sewer capacity as well as fire protection, police protection, emergency services, and public transportation. Improvements required for connections to public utilities will be made or upgraded as part of the development. Developer will be responsible for its portion of impact fees assessed to the project in accordance with the City's impact fee ordinances. Furthermore, any added need for public services will be supported by the taxes generated by the Planned Development. Unless otherwise provided or agreed to by the City, Developer shall be responsible for all improvements identified by Section 103 – Offsite & Public Improvements.

Although it is anticipated that most of the residents will be young professionals, faculty, and college students, who will not significantly impact the public school system, the schools will benefit from the additional property taxes generated by the project.

Section 102 - Index of Exhibits

Exhibit A – Site Legal Description

Exhibit B – Existing Conditions & Site Plan

Exhibit C – Elevations

Exhibit D – Renderings

Exhibit E – Traffic Impact Analysis

Section 103 - Offsite Improvements

- Developer shall contribute a total of One Million Dollars (\$1,000,000) to the costs of design and construction of improvements to Abernathy Park, including the potential closure of Keowee Trail (the “Park Donation”). The Park Donation shall be paid 50%

upon full building permit issuance and 50% upon issuance of certificate of occupancy for the Project. The Park Donation shall be separate from any mandatory impact fees, including park impact fees, required of the Project.

- Developer will be responsible for stormwater improvements onsite as well as the cost of connecting to the closest existing public stormwater infrastructure.
- Developer will be responsible for sanitary improvements onsite as well as the cost of connecting to the closest existing public sanitary infrastructure.
- Developer proposes to extend the public sidewalk from the South edge of the Project along Keowee Trail to a point at which a crosswalk can connect the project to the sidewalk improvements adjacent to the Bixby project at 405 College Ave.
- Developer has conducted a Traffic Impact Analysis (TIA) in coordination with the City of Clemson and SCDOT to identify required improvements for vehicular access as a result of the project:
 - o The TIA contemplates the eventual closure of Keowee Trail in conjunction with the City's improvements to Abernathy Park.
 - o Developer proposes converting the Wall Street / College Ave intersection to right-in-right out as recommended by the TIA.
 - o The TIA does not anticipate a need for a traffic signal at College and Keowee Trail, and SCDOT has said it would not be allowed in any case due to the proximity of the signal at Tiger Blvd.



Proposed offsite improvements

Section 104 – Permitted Uses

The Planned Development will consist of Plaza space accessible to the public, commercial uses, public and private parking uses, and Multifamily Residential use. Residential units may be rented

by-the-unit or by-the-bed as determined by Developer or future property owners. All uses allowed in the CM zoning district shall be allowed in the commercial area.

Use Summary	Max Beds	Max Units	Min Parking	Min SF
Use 1: Plaza	NA	NA	NA	per approved plan
Use 2: Commercial Uses	NA	NA	NA	10,000 sq ft
Use 3 : Public Parking	NA	NA	75 spaces*	NA
Use 4: Multifamily Housing	1,325 beds	450 units	NA	NA
Use 5: Private Parking	NA	NA	613 spaces*	NA

* provided, however, that the Public Parking shall be increased by 60 spaces to a total of 135, and the Private Parking shall be decreased by 60 spaces to a total of 553 during the summer months as described in the Proposed Uses section herein

Section 105 - Hours of Operation

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

Section 106 – Site

The property consists of nine (9) parcels with frontage along Keowee Trail, Tiger Blvd, and/or Wall Street. Existing conditions include low-density single-family homes along Keowee Trail, and surface-parked retail and office uses along Wall Street. The site has approximately 38’ of grade change from east to west with existing drainage discharging from the site via drainage culverts under Keowee Trail with direct outfall to Lake Hartwell.

The proposed use is a mixed-use development with a large Plaza, commercial spaces, and multifamily residential units that will be marketed primarily to students, graduate students, and young professionals. Residential units may be rented by-the-unit or by-the-bed as determined by Developer or future property owners. The commercial spaces will be marketed to retail tenants, restaurants, and supporting uses with the aim of activating the Plaza space. Associated parking will be provided for all uses.

Two vehicular access points will be provided – one at the southwest site of the site off Keowee Trail, and another at the northwest side of the site off Wall Street, which will accommodate trash collection, loading, and service activities. Developer anticipates the Keowee Trail access point to be the more-frequented vehicular access point for both residents and the public. Access to both private and public parking is provided from both Keowee Trail and Wall Street.

Pedestrians will access the project primarily from Keowee Trail. A pedestrian pathway connecting Wall Street to the Plaza space will be provided as part of the project. Access to the existing Abernathy Park pedestrian walkway is located on the west side of Keowee Trail and can

easily be accessed by the public and residents of the project.

The project will connect to water service from both Keowee Trail and Wall Street as required. The project will connect to sewer service at multiple points along Keowee Trail. Any access easements necessary for these utilities will be provided as part of the development.

Section 107 – Standards and Dimensions

- Minimum/Maximum Lot Areas – None
- Minimum/Maximum Lot Widths – None
- Minimum Building Setback from Property Line:
 - o Front: None
 - o Side: 5 feet
 - o Rear: 10 feet
- Maximum Structure Height at top of roofline: 84'-11" (excluding parapet wall height and measured from adjacent grade).

Section 108– Impervious Area & Open Space

Maximum impervious coverage will be 90%. Impervious materials will include the building and parking footprints, asphalt paving, sidewalks, curb and gutter, patios, etc. The minimum open space provided shall be 20% for the site. The open space will include setbacks, buffers, lawn, landscaping, ground-level seating, pervious hardscape, pervious pavers, and courtyards as shown on the conceptual site plan attached as Exhibit C. All open space within the property area shall be maintained by Developer or future owners of the property. There will be a Public Access Easement granted to the City for the Plaza area as described in Section 101. On street parking, sidewalks, and street trees along the property-side of Keowee Trail will be provided as part of the project.

Developer will commit to a minimum of 10% Canopy Coverage and would propose to handle any shortfall with a mitigation fee paid at permit issuance per Chapter 15 Section 30.15 of the Clemson Code of Ordinances.

Section 109 – Reserved

Section 110 – Occupancy/Density

In addition to the Plaza open space and Commercial Space, an elevated roof deck shall be designated for common recreational use by the residents. Additionally, several roof terrace conditions will provide private outdoor space for residents of certain units.

Maximum Occupancy – 1,325 residents (not including staff or guests). Up to 40% of units may include bedrooms with two beds per bedroom.

Maximum Density – 450 units (82 units per acre) / 1,325 residents (241 residents per acre)

Section 111 – Design Standards

Materials for building construction will consist of the following: reinforced concrete, precast wall panels, concrete masonry units at parking deck and back of house areas. Residential materials will include a mix brick masonry, fiber cement panel varieties, EIFS, and various metal panel accents as well as insulated operable and no operable windows. The commercial retail level along Keowee Trail will include a mix of brick masonry with insulated storefront window and door systems. The composition and color of all final materials shall be substantially similar to those shown on the Site Plan Drawings and may be revised subject to the approval of the Board of Architectural Review (BAR) prior to the issuance of the building permit.

Section 112 – Parking/Circulation

Parking and Circulation for this PD shall adhere to the table summary below rather than to Table 19-802 in Chapter 19 – Article VIII, Clemson Code of Ordinances. The Project will include structured parking for both the public and for residents. Access points for both decks will be located off both Keowee Trail and Wall Street. The table below summarizes the minimum parking requirements for each use located within the project:

Parking Summary	Maximum Beds	Minimum SF	Maximum SF	Use 3: Public Parking Minimum Spaces	Use 5: Private Parking Minimum Spaces
Use 1: Open Space (Plaza)	NA	per approved plan	per approved plan	75 spaces*	NA
Use 2: Commercial Space	NA	10,000 sq ft	NA		NA
Use 4: Multifamily Housing	1,325 beds	NA	475,000 sq ft	NA	613 spaces*

* provided, however, that the Public Parking Spaces for the Commercial Space and Plaza shall be increased by 60 spaces to a total of 135, and the Private Parking shall be decreased by 60 spaces to a total of 553 during the summer months as described in the Proposed Uses section herein

Vehicular circulation shall be substantially within the interior of structured decks for both Public Parking and Private Parking Components. The parking ratio for the Multifamily Housing component shall be not less than 50% of beds within the project and shall include adequate parking for residents as well as guests. Commercial Uses shall be parked at not less than the greater of 32 spaces or one space per 300 square feet of rentable commercial space. All parking spaces for Commercial Uses shall be clearly marked to distinguish them from other parking areas. Approximately nine (9) parallel parking spaces along Keowee Trail shall be dedicated to the City and shall be properly marked with signage approved by the Clemson Police Department.

All parking spaces shall be a minimum of 9'-0" in width and 18'-0" in length, with a minimum drive aisle width of 24'-0". A minimum of 275 bicycle parking stalls shall be provided throughout the project. At least 80% (220) of these bicycle parking stalls shall be within locked spaces with access limited to residents only.

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

Section 113 – Landscaping/Buffers

All landscaping and buffers should be installed substantially similar to the drawing attached as Exhibit E. The Director of Urban Land Management may reserve the right to reasonably amend any specification established by this Ordinance to address specific site conditions during the permit review process. Generally, plantings shall conform to the following:

- Keowee Tail / Plaza Plantings: A mix of canopy and understory trees shall be planted in landscape islands within paver and concrete gathering areas within the Plaza as shown in Exhibit E.
- Tree Specifications: Canopy trees shall be a minimum of 2" caliper at planting. No more than 25% of total trees may be from one species. All tree species shall be approved by the Director of Urban Land Management.
- Transformer Screening: Evergreen shrubs will be planted at a maximum of 3' on center to screen transformers from the public right of way.
- Additional plantings may be added as part of the permit review process subject to City approval.

Section 114 – Signage

Signage for this PD shall adhere to Chapter 19 - Article VII of the City of Clemson Code of Ordinances. A Final Signage and Illumination Plan will be completed to meet City requirements during the permitting process. All signs shall comply with the requirements of AR-District 2

Section 115 – Lighting

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

Section 116 – Utilities

Project will be serviced by City of Clemson water and sanitary sewer. Connection and service fees, including any applicable impact fees, will be the responsibility of the Developer. Developer anticipates a substantial majority of residents to include young professionals, faculty, and students, and therefore the impact on schools will be minimal. This impact will be offset by the substantial increase in property tax revenue from the project as well as sales tax revenue generated by the commercial component of the project.

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

Section 117 – Connectivity

The Planned Development will have direct access to the public right of way, Abernathy Park, and the Abernathy Park Boardwalk system. Additionally, the Project will be providing offsite improvements as described above in order to facilitate pedestrian circulation to the existing CAT bus stop at Keowee Trail and College Ave.

The project will feature a Plaza space with an underpass allowing pedestrians to circulate from the Plaza to Wall Street. Vehicular circulation from Wall Street to Keowee Trail will be enhanced via a new private drive circulating through the Public Parking component.

Section 118 – Grading and Stormwater

The Planned Development will involve mass grading of the site for the installation of the building, underground parking, landscape, hardscape, and right of way improvements. The steep topography from east to west will require a significant amount of cut to provide a split level between Wall Street and Keowee Trail.

Stormwater will be collected with inlets within the development before ultimately discharging into Lake Hartwell. Due to the proximity of the project to Lake Hartwell with direct discharge thereto, a Detention Waiver for peak runoff discharge will be utilized for the project. Water quality treatment will be provided on site prior to discharge to Lake Hartwell. Local and state requirements for stormwater management and water quality will be followed. The surrounding areas and the existing culverts under Keowee Trail that will receive stormwater discharge from the project will be studied as part of the stormwater management plan. RCP, HDPE, and PVC pipes will be utilized for all storm materials.

Section 119 – Trash

Trash collection shall be provided by Developer via private trash collection company. All trash collection for the development shall be collected and stored in enclosed rooms as shown on the Site Plan Drawings with dumpster staging occurring by building staff immediately before collection. All dumpsters shall be returned to enclosed areas immediately after collection. The primary trash collection point shall be along a private drive accessed from Wall Street, which will include a hammerhead turnaround to eliminate the need for the trash collection vehicle to back up. A secondary trash collection point will be located at Keowee Trail along the northwest corner of the site.

Section 120 – Accessory Structures

None

Section 121 – Maintenance

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

Section 122 – Phasing

Developer does not anticipate the need for a phased project. Developer shall submit for a demolition, foundation, or building permit no later than three (3) years following final approval by City Council.

Section 123 – Construction Activity

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

Section 124 – Transfer of Ownership

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

applicable law.

Section 125 – Conceptual Site Plan

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

Section 126 – Vested Rights

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

PLANS, DRAWINGS, SUPPLEMENTAL INFORMATION

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

EXHIBIT A – SITE LEGAL DESCRIPTION

PARCEL 1:

ALL THAT CERTAIN PIECE, PARCEL OR LOT OF LAND SITUATE, LYING AND BEING IN THE CITY OF CLEMSON, COUNTY OF PICKENS, STATE OF SOUTH CAROLINA, CONTAINING 0.396 OF AN ACRE, MORE OR LESS, AS SHOWN ON A PLAT PREPARED BY JOHN R. LONG, SCPLS #6270, DATED MAY 28, 2014 AND RECORDED IN PLAT BOOK 600, PAGE 188, RECORDS OF PICKENS COUNTY, SOUTH CAROLINA, REFERENCE TO WHICH IS INVITED FOR A MORE COMPLETE AND ACCURATE DESCRIPTION.

AND ALSO:

ALL THAT CERTAIN PIECE, PARCEL OR LOT OF LAND LYING AND BEING SITUATE IN THE STATE OF SOUTH CAROLINA, COUNTY OF PICKENS, CONTAINING 0.376 OF AN ACRE, MORE OR LESS, AS SHOWN AND MORE FULLY DESCRIBED ON A PLAT PREPARED BY JOHN R. LONG, SCPLS #6270, DATED MAY 28, 2014 AND RECORDED IN PLAT BOOK 600, PAGE 188, RECORDS OF PICKENS COUNTY, SOUTH CAROLINA, REFERENCE TO WHICH IS INVITED FOR A MORE COMPLETE AND ACCURATE DESCRIPTION.

DERIVATION: THIS BEING THE IDENTICAL PROPERTY CONVEYED TO KEOWEE TRAIL, LLC BY DEED FROM NAOMI L. KELLY DATED NOVEMBER 20, 2015 AND RECORDED DECEMBER 14, 2015 IN BOOK 1733, PAGE 88 IN THE OFFICE OF THE REGISTER OF DEEDS FOR PICKENS COUNTY, SOUTH CAROLINA.

PARCEL ID: 4044-16-83-0981 (.396 ACRE) & 4044-16-84-1073 (.376 ACRE)
PROPERTY ADDRESS: 200 KEOWEE TRAIL, CLEMSON, SC 29631

PARCEL 2:

ALL THAT CERTAIN PIECE, PARCEL OR LOT OF LAND SITUATE, LYING AND BEING IN THE CITY OF CLEMSON, COUNTY OF PICKENS, STATE OF SOUTH CAROLINA, LOT 1, OF RIVERBEND DEVELOPMENT AS SHOWN ON A PLAT PREPARED BY R. JAY COOPER, PE & LS, DATED 2-21-90 AND RECORDED IN PLAT BOOK 43, PAGE 96, RECORDS OF PICKENS COUNTY, SOUTH CAROLINA.

DERIVATION: THIS BEING THE IDENTICAL PROPERTY CONVEYED TO KEOWEE TRAIL, LLC BY DEED FROM GOLOID, LLC DATED JANUARY 25, 2015 AND RECORDED JANUARY 27, 2016 IN BOOK 1742, PAGE 321 IN THE OFFICE OF THE REGISTER OF DEEDS FOR PICKENS COUNTY, SOUTH CAROLINA.

PARCEL ID: 4044-16-84-0010
PROPERTY ADDRESS: 208 KEOWEE TRAIL, CLEMSON, SC 29631

PARCEL 3:

ALL THAT CERTAIN PIECE, PARCEL OR LOT OF LAND SITUATE, LYING AND BEING IN THE CITY OF CLEMSON, COUNTY OF PICKENS, STATE OF SOUTH CAROLINA, BEING KNOWN AND DESIGNATED AS LOT NO. TWO (2) AND .03 ACRE, MORE OR LESS, OF RIVER BEND DEVELOPMENT, AS SHOWN AND MORE FULLY DESCRIBED ON A PLAT OF SURVEY BY R. JAY COOPER, PE & LS #4682 AND RECORDED IN PLAT BOOK 232, PAGE 6-B, RECORDS OF PICKENS COUNTY, SOUTH CAROLINA.

DERIVATION: THIS BEING THE IDENTICAL PROPERTY CONVEYED TO KEOWEE TRAIL, LLC BY DEED FROM KEOWEE TRAIL PROFESSIONAL PARK OF CLEMSON, INC. DATED OCTOBER 5, 2015 AND RECORDED OCTOBER 13, 2015 IN BOOK 1719, PAGE 146 IN THE OFFICE OF THE REGISTER OF DEEDS FOR PICKENS COUNTY, SOUTH CAROLINA.

PARCEL ID: 4044-16-74-9059
PROPERTY ADDRESS: 214 KEOWEE TRAIL, CLEMSON, SC 29631

PARCEL 4:

ALL THAT CERTAIN PIECE, PARCEL OR LOT OF LAND SITUATE, LYING AND BEING IN THE CITY OF CLEMSON, COUNTY OF PICKENS, STATE OF SOUTH CAROLINA, BEING KNOWN AND DESIGNATED AS LOT NO. 3 OF RIVER BEND DEVELOPMENT, AS SHOWN ON A PLAT PREPARED BY R. JAY COOPER, PE & LS #4682, DATED MAY 27, 1996 AND RECORDED IN PLAT BOOK 54, PAGE 16, RECORDS OF PICKENS COUNTY, SOUTH CAROLINA.

DERIVATION: THIS BEING THE IDENTICAL PROPERTY CONVEYED TO KEOWEE TRAIL, LLC BY DEED FROM RAY'S PROPERTIES, LLC DATED OCTOBER 16, 2015 AND RECORDED OCTOBER 26, 2015 IN BOOK 1722, PAGE 284 IN THE OFFICE OF THE REGISTER OF DEEDS FOR PICKENS COUNTY, SOUTH CAROLINA.

PARCEL ID: 4044-16-74-9214
PROPERTY ADDRESS: 220 KEOWEE TRAIL, CLEMSON, SC 29631

PARCEL 5:

ALL THAT CERTAIN PIECE, PARCEL OR LOT OF LAND, TOGETHER WITH THE IMPROVEMENTS THEREON, SITUATE, LYING AND BEING IN THE CITY OF CLEMSON, COUNTY OF PICKENS, STATE OF SOUTH CAROLINA, BEING KNOWN AND DESIGNATED AS A PORTION OF LOT NO. 4 AND A PORTION OF LOT NO. 5, OF RIVERBEND SUBDIVISION, AND HAVING, ACCORDING TO A PLAT FOR AVTEX-BEACH PROPERTIES, A SOUTH CAROLINA PARTNERSHIP, BY JOHN R. LONG, RLS DATED SEPTEMBER 4, 1992, THE FOLLOWING METES AND BOUNDS TO-WIT: BEGINNING AT AN IRON PIN ON THE NORTHEASTERN SIDE OF THE RIGHT OF WAY OF KEOWEE TRAIL AT THE JOINT FRONT CORNER OF THE PROPERTY HEREIN DESCRIBED AS LOT NO. 5 AND RUNNING THENCE WITH THE JOINT LINE OF SAID LOTS, N53-53-34E FOR A DISTANCE OF 28.88 FEET TO A POINT; THENCE CONTINUING WITH THE JOINT LINE OF SAID LOTS N62-40-51E FOR A DISTANCE OF 94.81 FEET TO A POINT; THENCE STILL CONTINUING WITH THE JOINT LINE OF SAID LOTS S54-58-09E FOR A DISTANCE OF 31.20 FEET TO AN IRON PIN; THENCE STILL CONTINUING WITH THE JOINT LINE OF SAID LOTS N76-51-51E FOR A DISTANCE OF 81.80 FEET TO AN IRON PIN; THENCE RUNNING S09-44-00E FOR A DISTANCE OF 99.32 FEET TO AN IRON PIN; THENCE RUNNING S80-11-22W FOR A DISTANCE OF 193.59 FEET TO AN IRON PIN ON THE NORTHEASTERN SIDE OF KEOWEE TRAIL; THENCE RUNNING ALONG THE NORTHEASTERN SIDE OF KEOWEE TRAIL N29-48-29W FOR THE DISTANCE OF 80.03 FEET TO AN IRON PIN, THE POINT OF BEGINNING.

DERIVATION: THIS BEING THE IDENTICAL PROPERTY CONVEYED TO KEOWEE TRAIL, LLC BY DEED FROM WILLIAM D. CARLISLE DATED OCTOBER 6, 2015 AND RECORDED OCTOBER 16, 2015 IN BOOK 1720, PAGE 268 IN THE OFFICE OF THE REGISTER OF DEEDS FOR PICKENS COUNTY, SOUTH CAROLINA.

PARCEL ID: 4044-16-74-8394

PROPERTY ADDRESS: 224 KEOWEE TRAIL, CLEMSON, SC 29631

PARCEL 6:

ALL THAT CERTAIN PIECE, PARCEL OR LOT OF LAND SITUATE, LYING AND BEING IN THE CITY OF CLEMSON, COUNTY OF PICKENS, STATE OF SOUTH CAROLINA, BEING KNOWN AND DESIGNATED AS A PORTION OF LOT NO. 5 AND A PORTION OF LOT NO. 4 OF RIVER BEND DEVELOPMENT, CONTAINING 0.67 OF AN ACRE, MORE OR LESS, AS SHOWN ON A PLAT PREPARED BY R. JAY COOPER, PE & LS #4682, DATED AUGUST 22, 1995 AND RECORDED IN PLAT BOOK 202, PAGE 6A, RECORDS OF PICKENS COUNTY, SOUTH CAROLINA.

DERIVATION: THIS BEING THE IDENTICAL PROPERTY CONVEYED TO KEOWEE TRAIL, LLC BY DEED FROM WSD ASSOCIATES, A SC PARTNERSHIP DATED OCTOBER 5, 2015 AND RECORDED OCTOBER 26, 2015 IN BOOK 1722, PAGE 271 IN THE OFFICE OF THE REGISTER OF DEEDS FOR PICKENS COUNTY, SOUTH CAROLINA.

PARCEL ID: 4044-16-74-8464

PROPERTY ADDRESS: 228 KEOWEE TRAIL, CLEMSON, SC 29631

PARCEL 7:

ALL THAT CERTAIN PIECE, PARCEL OR TRACT OF LAND, TOGETHER WITH ANY AND ALL IMPROVEMENTS THEREON, LYING AND BEING SITUATE IN THE STATE OF SOUTH CAROLINA, COUNTY OF PICKENS, CITY OF CLEMSON, CONTAINING 1.482 ACRES, MORE OR LESS, LOCATED ON THE SOUTH SIDE OF WALL STREET, AS SHOWN AND MORE FULLY DESCRIBED ON A PLAT PREPARED BY JOHN R. LONG, SURVEYOR, DATED JULY 10, 1997, AND RECORDED IN PLAT BOOK 274, AT PAGE 17-B, RECORDS OF PICKENS COUNTY, SOUTH CAROLINA, REFERENCE TO WHICH SAID PLAT IS HEREBY INVITED FOR A MORE COMPLETE AND ACCURATE DESCRIPTION AND WHICH IS INCORPORATED BY REFERENCE HEREIN. THE AFOREMENTIONED PROPERTY IS ALSO SHOWN ON A MORE RECENT SURVEY THEREOF PREPARED BY R. JAY COOPER, DATED 11-30-2004, AS CONTAINING 1.487 ACRES, MORE OR LESS.

AND ALSO: ALL THAT CERTAIN NON-EXCLUSIVE EASEMENT AND RIGHT-OF-WAY FOR INGRESS AND EGRESS FROM US HIGHWAYS 123 AND 76 AND ALSO COLLEGE AVENUE. SAID EASEMENT BEING NON-EXCLUSIVE IN NATURE AND RUNNING OVER 40 FOOT STREET KNOWN AS WALL STREET TO THE AFOREMENTIONED PROPERTY SHOWN ON THE AFOREMENTIONED PLAT OF SURVEY AND IS ALSO SHOWN ON PLAT RECORDED IN PLAT BOOK 23, AT PAGE 541, RECORDS OF PICKENS COUNTY, SOUTH CAROLINA. TOGETHER WITH THE NON-EXCLUSIVE EASEMENT AND RIGHT-OF-WAY TO LAY, CONSTRUCT AND MAINTAIN UTILITIES WITHIN SAID RIGHT-OF-WAY FROM US HIGHWAYS 123 AND 76 AND ALSO COLLEGE AVENUE TO THE AFOREMENTIONED PROPERTY. THE AFOREMENTIONED EASEMENT AND RIGHT-OF-WAY BEING GRANTED OVER A 40 FOOT STREET KNOWN AS WALL STREET, WHICH WAS STREET CONVEYED UNTO CLEMSON ASSOCIATES, A SOUTH CAROLINA PARTNERSHIP, BY DEED OF CLEMSON ASSOCIATES, INC., RECORDED IN DEED BOOK 384, AT PAGE 294, RECORDS OF PICKENS COUNTY, SOUTH CAROLINA.

AND ALSO: ALL THAT CERTAIN NON-EXCLUSIVE EASEMENT AND RIGHT-OF-WAY FOR INGRESS AND EGRESS FROM KEOWEE TRAIL TO THE ABOVE AFOREMENTIONED PROPERTY (1.482 ACRES, MORE OR LESS) OVER AND UPON AND THROUGH THAT PROPERTY DESCRIBED AS FOLLOWS: ALL THAT CERTAIN PIECE, PARCEL OR TRACT OF LAND, LYING AND BEING SITUATE IN THE STATE OF SOUTH CAROLINA, COUNTY OF PICKENS, CITY OF CLEMSON, BEING KNOWN AND DESIGNATED AS LOT NUMBER THREE (3) OF RIVER BEND DEVELOPMENT, LOCATED ON KEOWEE TRAIL, CLEMSON, SOUTH CAROLINA, AS SHOWN AND MORE FULLY DESCRIBED ON A PLAT PREPARED BY R. JAY COOPER, PE&LS#4682, OF CLEMSON

ENGINEERING SERVICES, DATED MAY 27, 1996, AND RECORDED IN PLAT BOOK 54, AT PAGE 16, RECORDS OF PICKENS COUNTY, SOUTH CAROLINA, REFERENCE TO WHICH SAID PLAT IS HEREBY INVITED FOR A MORE COMPLETE AND ACCURATE DESCRIPTION AND WHICH IS INCORPORATED BY REFERENCE HEREIN. SAID EASEMENT BEING NON-EXCLUSIVE IN NATURE, BEGINNING AT A POINT ON THE LINE IN COMMON WITH KEOWEE TRAIL AT A POINT FIVE (5) FEET SOUTH OF THE IRON PIN ON THE NORTHWEST CORNER OF SAID LOT IN COMMON WITH LOT NUMBER 3 AND RUNNING IN A GENERALLY WESTERLY DIRECTION TO A POINT THIRTY SEVEN (37) FEET SOUTH OF THE IRON PIN CORNER OF LOTS 3 AND 4 AND THE AFOREMENTIONED 1.482 ACRE PROPERTY, AND BEING NO LESS THAN 20 FEET IN WIDTH AND APPROXIMATELY 200 FEET IN LENGTH. AND, FURTHER THE EASEMENT AND RIGHT TO ERECT A SIGN OF APPROPRIATE SIZE, ON THE NORTHWEST CORNER OF SAID PROPERTY, IN CONFORMITY WITH ANY AND ALL ZONING REQUIREMENTS, TO INDICATE THE ENTRANCE TO THE ABOVE PROPERTY (1.482 ACRES, MORE OR LESS), ITS NAME AND A SPACE FOR "SPACE AVAILABLE" AND PHONE NUMBER TO BE PLACED THEREON.

DERIVATION: THIS BEING THE IDENTICAL PROPERTY CONVEYED TO DAVID R. JOHNSON AND SHEREE L. JOHNSON, AS TRUSTEES OF THE JOHNSON FAMILY TRUST, DATED APRIL 28, 2004 BY DEED FROM WHITE'S PROPERTIES OF CLEMSON, LLC DATED FEBRUARY 4, 2005 AND RECORDED FEBRUARY 8, 2005 IN BOOK 882, PAGE 16 IN THE OFFICE OF THE REGISTER OF DEEDS FOR PICKENS COUNTY, SOUTH CAROLINA.

PARCEL ID: 4044-16-84-1238

PROPERTY ADDRESS: 105 & 107 WALL ST, CLEMSON, SC 29631

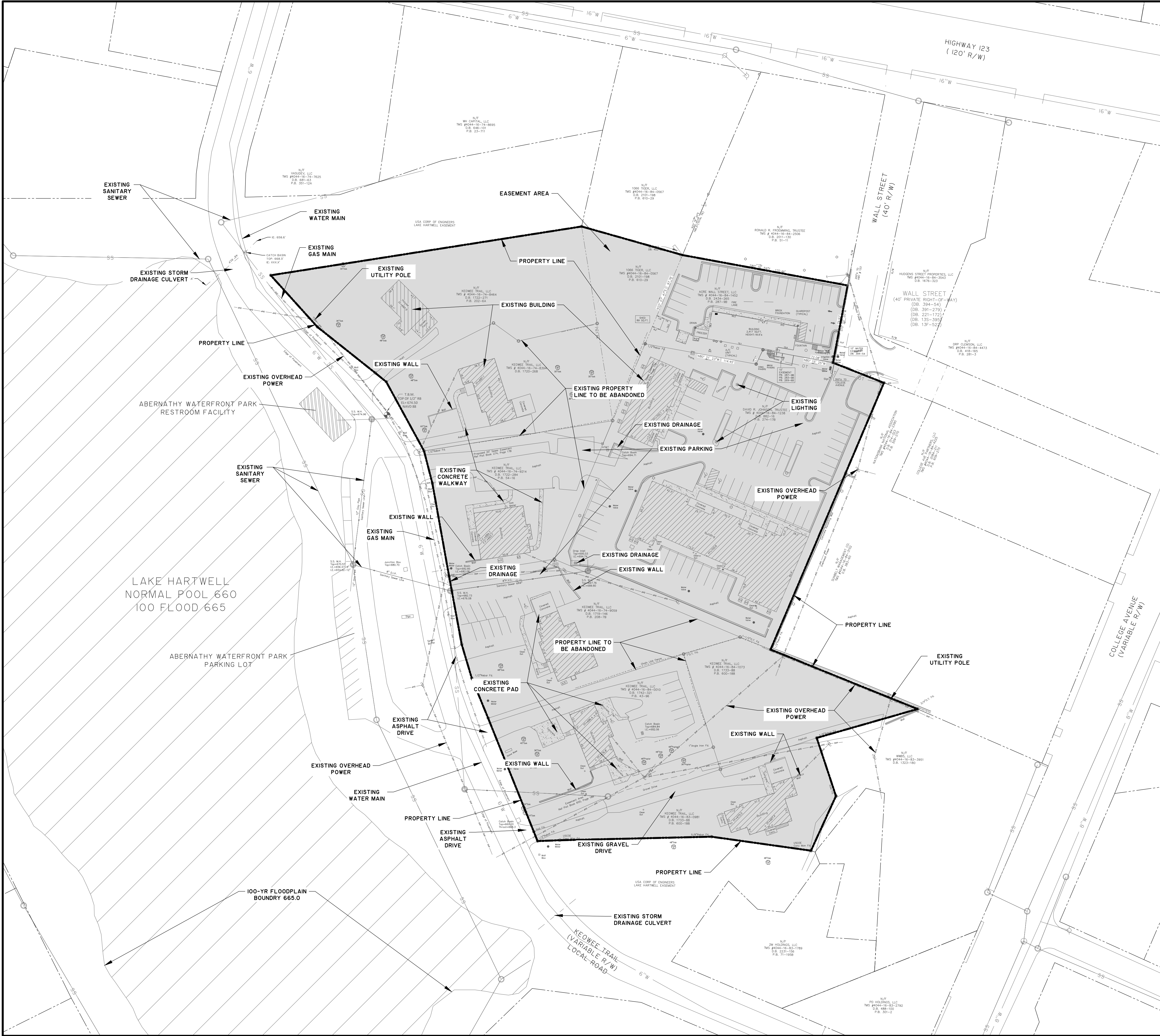
PARCEL 8:

ALL THAT CERTAIN PIECE, PARCEL OR LOT OF LAND SITUATE, LYING AND BEING IN THE STATE OF SOUTH CAROLINA, COUNTY OF PICKENS, CITY OF CLEMSON AND BEING SHOWN ON "PLAT FOR ANGUS INCORPORATED" DATED MAY 12, 1997, PREPARED BY JOHN R. LONG & ASSOCIATES AND RECORDED IN THE RMC OFFICE FOR PICKENS COUNTY, SOUTH CAROLINA IN PLAT BOOK 283, AT PAGE 9B, SAID PROPERTY HAVE THE FOLLOWING METES AND BOUNDS TO WIT:

BEGINNING AT AN IRON PIN FOUND AT THE SOUTHEASTERN CORNER OF THE PARCEL AND A FORTY (40') FEET WIDE RIGHT OF WAY SHOWN AS WALL STREET AND RUNNING THENCE ALONG PROPERTY NOW OR FORMERLY OF CLEMSON ASSOCIATES N 80-16-59 W 71.80 FEET TO A 1/2" REBAR; THENCE, RUNNING AND RUNNING S 24-24-51 W 16.04 FEET TO A 1/2" REBAR; THENCE TURNING AND RUNNING N 80-16-59 W 115.23 FEET TO A 1/2" REBAR; THENCE TURNING AND RUNNING N 22-08-50 E 97.60 FEET TO AN IRON PIN; THENCE TURNING AND RUNNING S 80-16-59 E 170.37 FEET TO AN IRON PIN ON THE RIGHT OF WAY KNOWN AS WALL STREET; THENCE TURNING AND RUNNING ALONG SAID RIGHT OF WAY S 09-55-07 W 79.80 FEET TO AN IRON PIN, THE POINT OF BEGINNING.



EXHIBIT B – EXISTING CONDITIONS & SITE PLAN



SITE SUMMARY:

TAX PARCEL ID: 4044-16-84-1452, 4044-16-84-1238,
4044-16-84-1073, 4044-16-84-0010,
4044-16-83-0981, 4044-16-74-9059,
4044-16-74-9214, 4044-16-74-8394,
8 4044-16-74-8464

CURRENT ZONING: CM (COMMERCIAL MIXED-USE)

SITE AREA:	5.39	AC
EASEMENT AREA FOR PROJECT:	0.22	AC
TOTAL PROJECT AREA:	5.61	AC
PROPOSED OPEN SPACE:	2.04	AC(36%)
<u>IMPERVIOUS / PERVIOUS CALCULATIONS</u>		
SITE AREA:	5.61	AC
EXISTING IMPERVIOUS:	2.34	AC (41.7%)
EXISTING PERVIOUS:	3.27	AC (58.3%)

PROPERTY LINE

SETBACK LINE

PROPOSED EASEMENT AREA

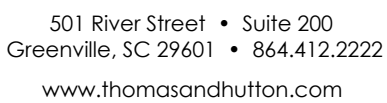
DEVELOPMENT AREA

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

SURVEY TITLE:
ALTA/NSPS LAND TITLE SURVEY FOR KEOWEE TRAILS, LLC

JOB NUMBER: 181260

DATE: 9/2/18

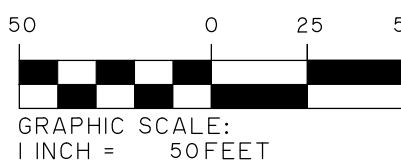
[illegible]

EXISTING CONDITIONS

CLEMSON HUB

PROJECT LOCATION:
PICKENS COUNTY, SC

CLIENT/OWNER:
CORE SPACES, LLC
1643 N. MILWAUKEE AVE. , 5TH FLOOR
CHICAGO, IL 60647



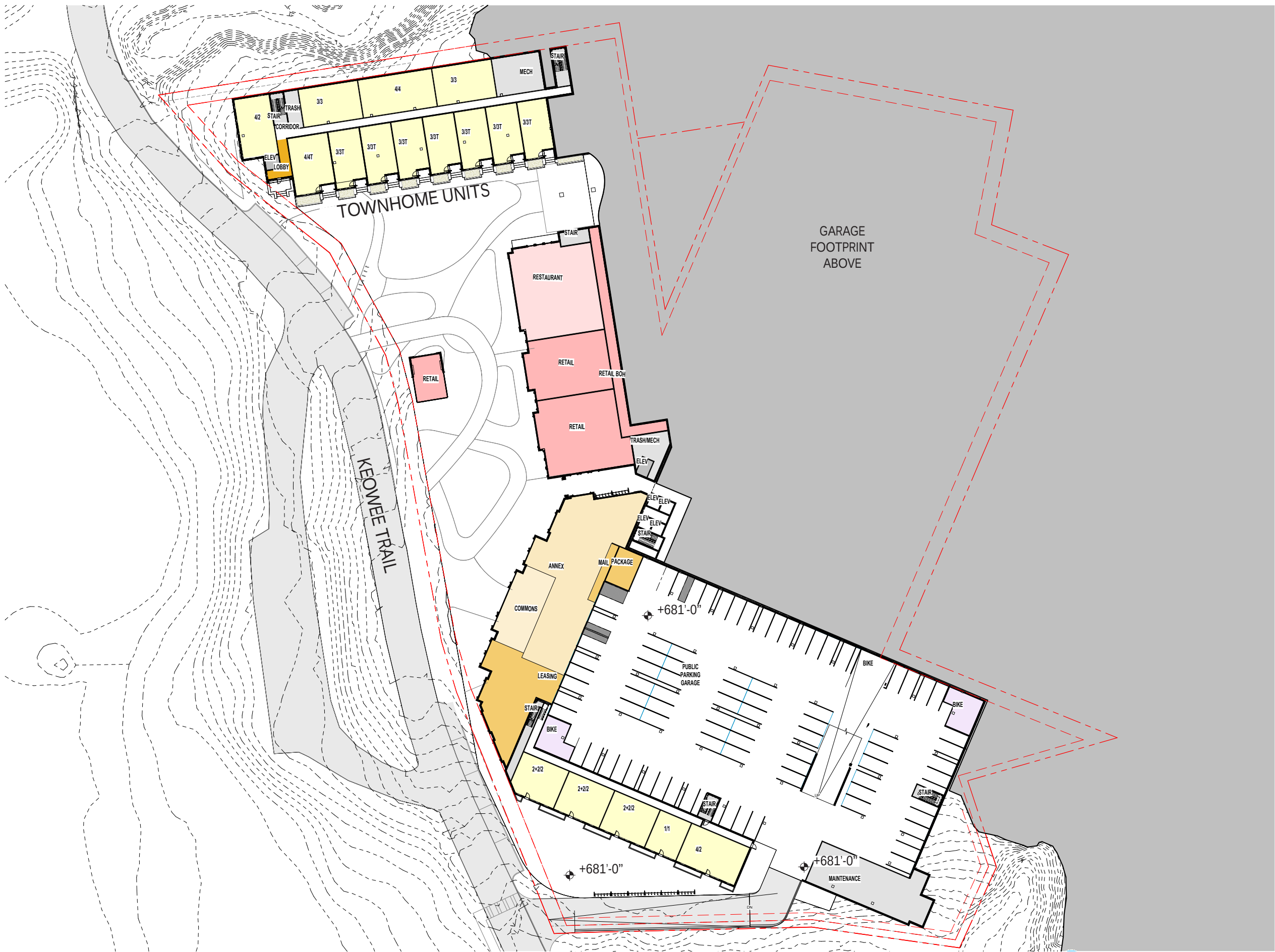
DATUM: HORIZ.: NAD 83 VERT.: NAVD 88

JOB NO:	31506.0000
DATE:	2-2-24
DRAWN:	TJB
DESIGNED:	CAE
REVIEWED:	JLH
APPROVED:	JLH
SCALE:	1" = 50'

EX1.1

ARCHITECTURAL SITE PLAN - OVERVIEW





HUB CLEMSON - LOWER LEVEL 02
EL. 681'-0"





HUB CLEMSON - LEVEL 01

EL. 707'-8"



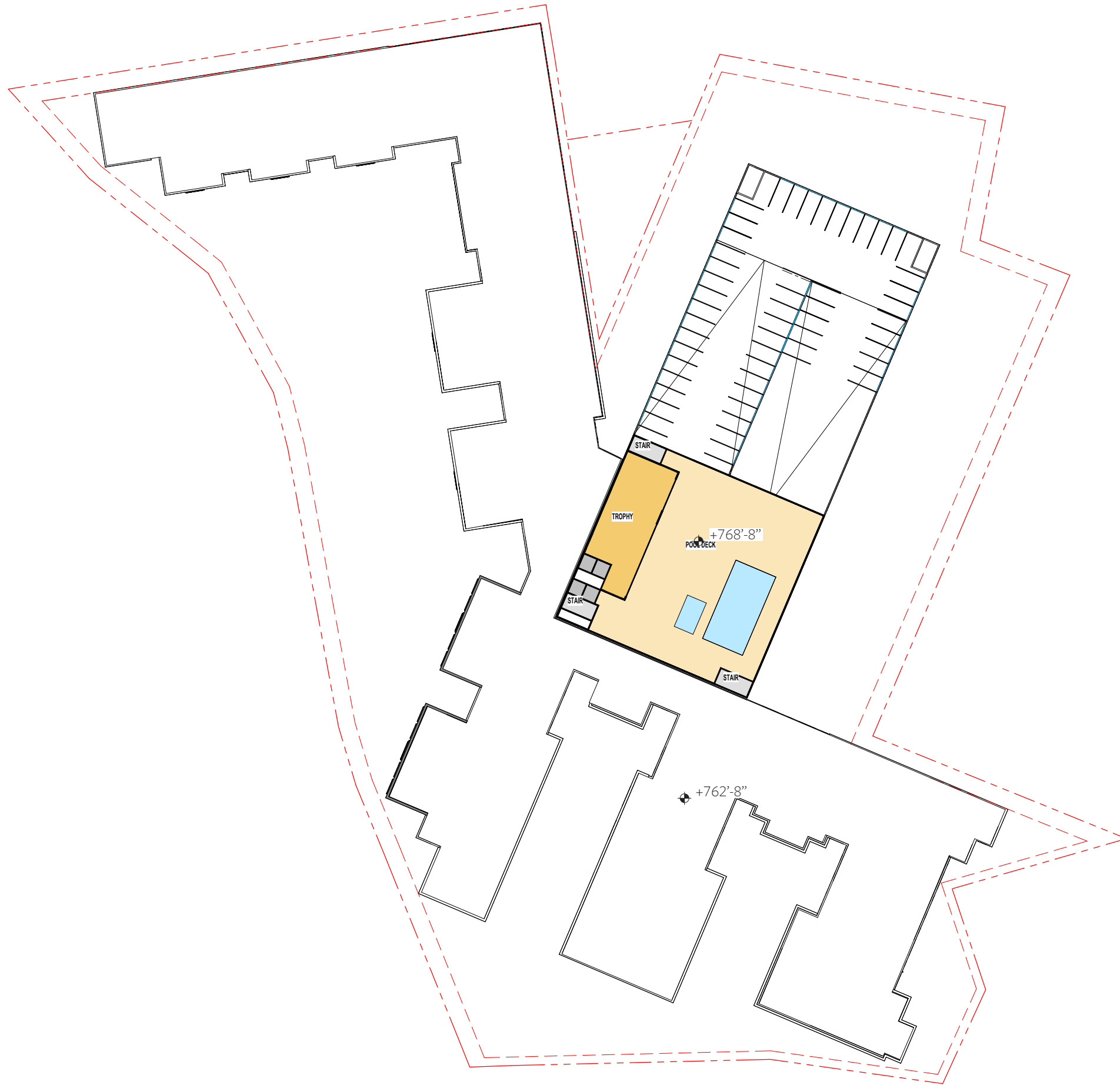
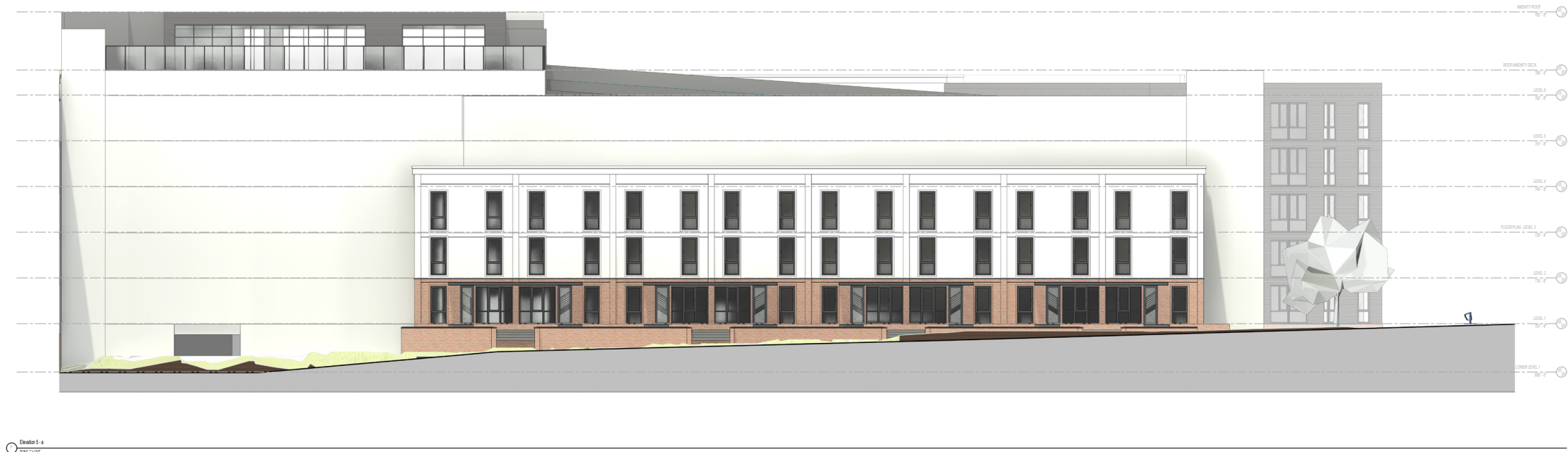


EXHIBIT C - ELEVATIONS



HUB CLEMSON - ELEVATIONS



HUB CLEMSON - ELEVATIONS

EXHIBIT D – RENDERINGS



HUB CLEMSON - MATERIALS



HUB CLEMSON - VIEW



HUB CLEMSON - VIEW



HUB CLEMSON - VIEW



HUB CLEMSON - VIEW



HUB CLEMSON - VIEW



HUB CLEMSON - VIEW



HUB CLEMSON - VIEW



HUB CLEMSON - VIEW

EXHIBIT E – TRAFFIC IMPACT ANALYSIS

TRAFFIC IMPACT STUDY

for the

Clemson Hub

Located in
Clemson, South Carolina

Prepared for
Thomas & Hutton
501 River Street, Suite 200
Greenville, SC 29601

Prepared by
Access Engineering LLC



Project #24001

EXECUTIVE SUMMARY

A traffic impact study was conducted for the proposed Clemson Hub development in accordance with City of Clemson and SCDOT guidelines. The site is located north of Keowee Trail and south of Wall Street in Clemson, South Carolina. The development is planned to have 450 apartments (1,325 bedrooms) and 9,079 square feet of retail space with one full access on both Keowee Trail and Wall Street. The residents and users of the residential and retail space are envisioned to primarily be students of Clemson University. With the proximity of the development to the Clemson University campus, downtown Clemson, Abernathy Park, and the Clemson CATS transit line, many of the trips generated will likely be pedestrian, bike, or transit oriented.

The following provides a summary of the recommendations.

Site Accesses on Wall Street and Keowee Trail

Both site access points should function well. Accesses should be designed in accordance with SCDOT and the City of Clemson standards and with one ingress and one egress lane.

US 123/Tiger Boulevard Intersection

Analysis indicates that the signalized intersection will continue to experience moderate delays in the future, with or without the project. No changes are recommended as a result of the construction of the development.

College Avenue & Wall Street

In discussions with SCDOT, it is recommended that this intersection be converted to a RIRO only. This may include construction of a raised concrete median along a portion of College Avenue.

College Avenue & Keowee Trail

Analysis indicates the intersection is anticipated to continue functioning adequately. With the anticipated design volumes, a traffic signal is not anticipated to be needed. Delays are not anticipated to be excessive, however, restrictions to the westbound left turn movement (i.e. signage indicating “No left turn between 7AM - 9AM or 4PM-6PM”) may be helpful during peak periods.

Pedestrian & Transit Connectivity

To accommodate non-vehicular trips, pathways/sidewalks to and from the development should be connected to existing infrastructure. This may include connections to Abernathy Park pedestrian network and sidewalks along Keowee Trail to connect to College Avenue and the CAT bus stop at the corner of College Avenue and Keowee Trail.



After review of the draft TIS report, the SCDOT provided the following comments/recommendations. These recommendations are :

- US-123 @ Keowee Trail
 - o An existing “pork chop” is on Keowee Trail; however, due to the increased trips, a concrete median will be required on US-123 to better restrict the lefts in, or out. The median should be designed to still allow lefts into the opposing Chick-fil-a entrance only.
 - Subsequent conversations with SCDOT noted that if, based on turning templates provided by the client, the island median would negatively impact the adjacent/opposing existing full access drives, this requirement may be omitted.
- SC-133 @ Wall Street
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 - It was noted that the concrete median needs to restrict left turn movements at Wall Street, but does not need to extend all the way to the signal at SC-123
- SC-133 @ Keowee Trail
 - o Due to the increased delays, a “No Left Turn between 7am-9am or 4pm – 6pm” Sign will be required.
 - o The existing NB LTL on SC-133 will likely need to be revised to extend the left turn storage.
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Based on discussions with the Town of Clemson, two roadway scenarios are examined and included in this report update. Scenario 1 assumes no changes to the through movements along Keowee Trail. Scenario 2 assumes Keowee Trail will be constructed to restrict through traffic (cul-de-sacs placed in two locations and vehicular movements prohibited).

For Scenario 2, it was assumed that 75% of the southeastern trips turning on Keowee Trail from SC 123 would reroute to the signal at SC-133 & SC 123. Also, it was assumed that 25% of the northwestern trips turning on to Keowee Trail from SC-133 would reroute to the signal. This change would slightly increase delays on particular movements. However, given the relatively low volumes on Keowee Trail, closing the road to through traffic should have a relatively minimal impact on traffic operations in the area.



1. INTRODUCTION

This report will document a traffic impact study for the proposed Clemson Hub development in Clemson, South Carolina in accordance with City of Clemson and SCDOT guidelines.

The site is located north of Keowee Trail and south of Wall Street in Clemson, South Carolina. The development is planned to have 450 apartments (1,325 bedrooms) and 9,079 square feet of retail space with one full access on both Keowee Trail and Wall Street.

The retail space is anticipated to be on the ground floor with apartments and townhouse above the retail space. A total of 681 parking spaces are included– 31 of those spaces are designated for retail space and 650 are for the residents. The residents and users of the residential and retail space are envisioned to primarily be students of Clemson University. With the proximity of the development to the Clemson University campus, downtown Clemson, Abernathy Park, and the Clemson CATS transit line, many of the trips generated will likely be pedestrian, bike, or transit oriented.

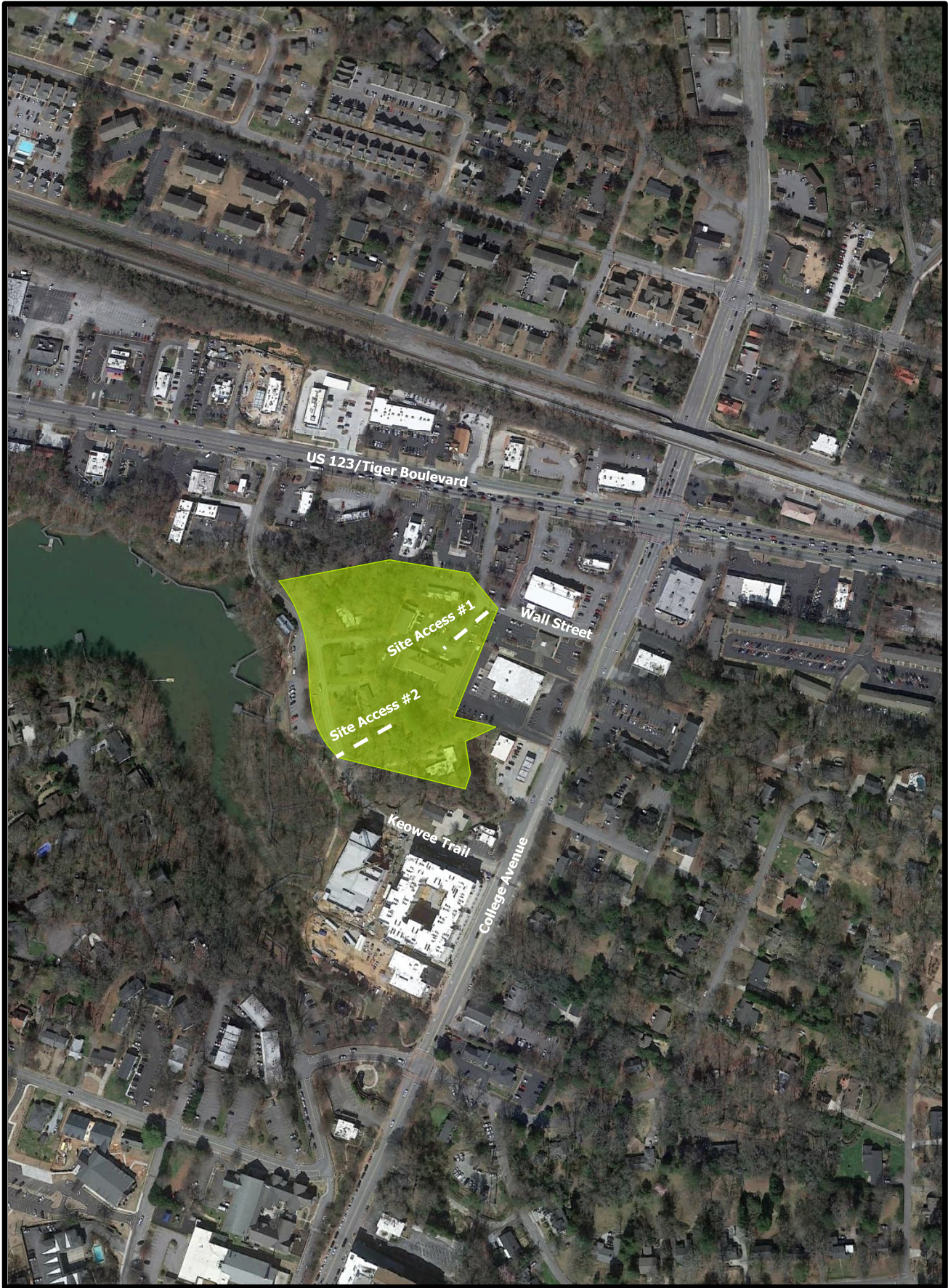
The traffic impact study considers the weekday AM peak period (between 7:00 AM and 9:00 AM) and the weekday PM peak period (between 4:00 PM and 6:00 PM) as the study time frames. The following intersections are studied:

- US-123 @ Keowee Trail (RIRO)
- US-123 @ Wall St. (RIRO)
- US-123 @ SC-133
- SC-133 @ Wall St.
- SC-133 @ Keowee Trail

Future-year analyses assume 2027 conditions as the Build scenario. Scoping correspondence is included in *Appendix A*.

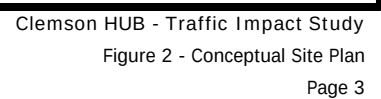
The site location is shown in *Figure 1* and the conceptual site plan is shown in *Figure 2*.





Clemson HUB - Traffic Impact Study

Figure 1 - Project Location Map



2. EXISTING CONDITIONS

Roadway Inventory

The existing roadway conditions are summarized in *Table 1*. *Figure 3* illustrates the existing lane geometry.

Table 1 – Roadway Inventory

Facility	Route #	Typical Cross Section	Posted Speed Limit	Maintained By	2022 AADT
Tiger Boulevard	US 123	5-Lane undivided TWLTL	40 MPH	SCDOT	30,800 ¹ 27,000 ²
College Avenue	SC 133 / S-39-10	5-Lane undivided TWLTL	35 MPH	SCDOT	16,000 ³
Keowee Trail	--	2-lane undivided	25 MPH	Clemson	N/A
Wall Street	--	2-lane undivided	N/P	Clemson	N/A

¹SCDOT Count Station 30-0103; ²SCDOT Count Station 39-0105; ³SCDOT Count Station 39-0305

Current Traffic Volumes

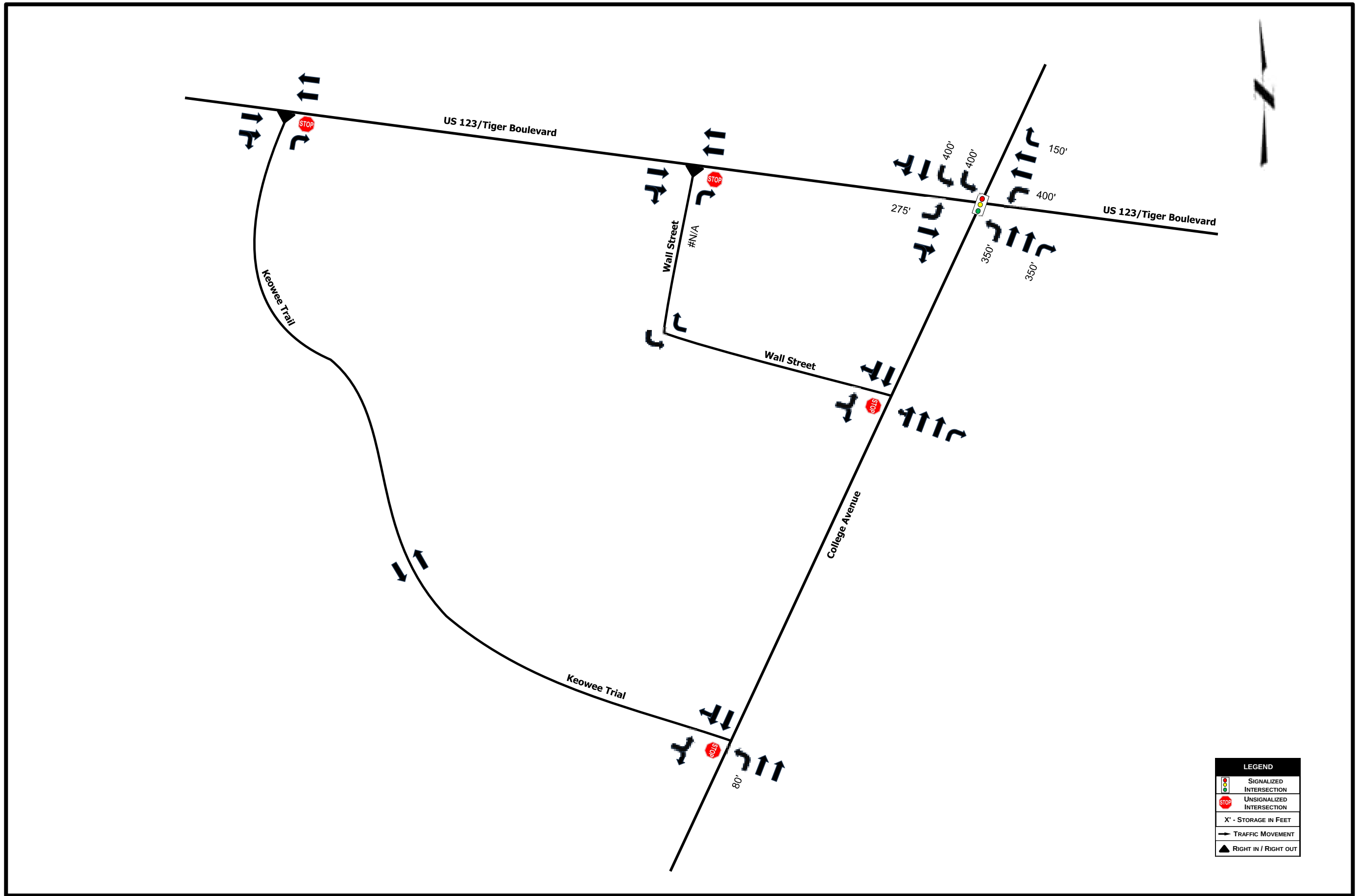
Vehicle turning movement counts were collected for this study by Short Counts. *Table 2* contains the count location and date collected.

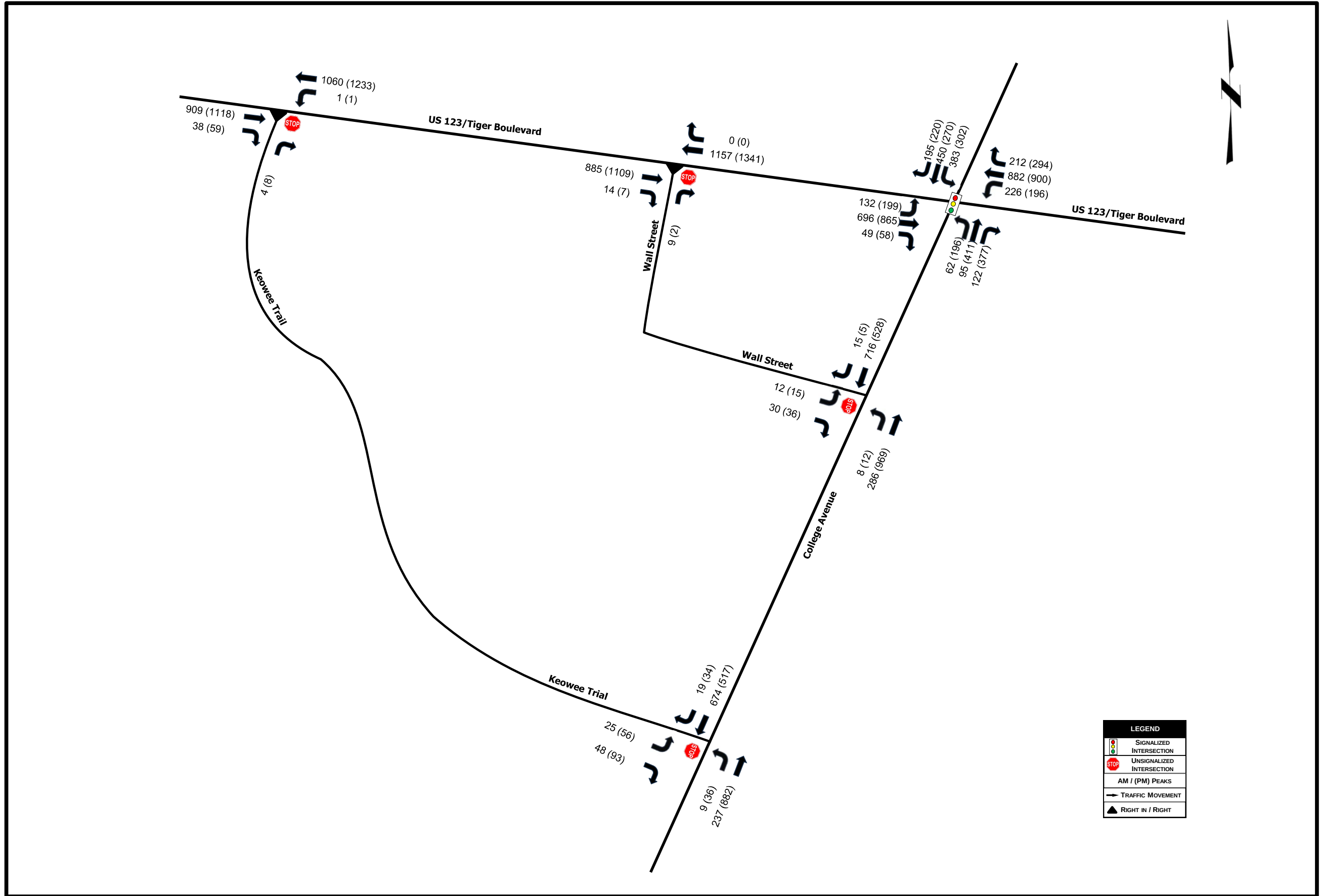
Table 2 – Traffic Data Collection

Count Location	Date
US-123 @ Keowee Trail (RIRO)	1/17/24
US-123 @ Wall St. (RIRO)	1/17/24
US-123 @ SC-133	1/17/24
SC-133 @ Wall St.	1/17/24
SC-133 @ Keowee Trail	1/17/24

All counts were conducted while the local school district and Clemson University were in session. Existing traffic volumes are illustrated in *Figure 4*. The 2024 raw traffic volumes are provided in *Appendix B*.







Clemson HUB - Traffic Impact Study
 Figure 4 - Existing (2024) Peak-Hour Traffic Volumes
 Page 6

3. PROPOSED DEVELOPMENT

The student-oriented development is to be located north of Keowee Trail and south of Wall Street in Clemson, South Carolina. The development is planned to have 450 apartments (1,325 bedrooms) and 9,079 square feet of retail space with one full access on both Keowee Trail and Wall Street. The project site currently has three commercial buildings and 3 single family residences. It is anticipated that access to the nearby pedestrian, bike, and transit facilities will be included as part of the development.

Proposed Access Points

The development is expected to provide one full access on both Wall Street and Keowee Trail. Site Access #1 is located on Wall Street approximately 275 feet south of US 123. Site Access #2 is located on Keowee Trail approximately 500 feet west of College Avenue. .

Trip Generation Estimates

The trip generation potential was estimated based on the most recent edition of the ITE *Trip Generation Manual*. Trip generation estimates were discussed and coordinated with SCDOT. The vehicle and pedestrian trip generation estimates for the weekday daily, the weekday AM peak-hour of the adjacent street, and the weekday PM peak-hour of the adjacent street time periods are shown in *Table 3*.

Table 3 – ITE Trip Generation Estimates

Land Use		ITE LUC	Size	Unit	Type	Daily Traffic	AM Peak			PM Peak		
							Enter	Exit	Total	Enter	Exit	Total
Low-Rise Residential w/ Ground Floor Commercial		230	450	DU	Vehicle	1,548	46	152	198	115	47	162
					Walk+	--	--	--	297	--	--	639
Vehicle	Daily Trips: T=3.44(X) (50% In; 50% Out)											
	AM Peak Hour Trips: T=0.44(X) (23% In; 77% Out)											
	PM Peak Hour Trips: T= 0.36(X) (71% In; 29% Out)											
Walk	AM Peak Hour Trips: T=0.66(X)											
	PM Peak Hour Trips: T=1.42(X)											



Vehicle Trip Distribution & Assignment

New external traffic expected to be generated was distributed and assigned to the roadway network based on the existing patterns and surrounding land uses. The general distribution of new external project trips was assumed to be:

- 20% to/from the east via US 123
- 10% to/from the west via US 123
- 10% to/from the north via College Ave
- 60% to/from the south via College Ave

Two roadway scenarios are considered, as requested by the Town of Clemson. Scenario 1 assumes no changes to the through movements along Keowee Trail. Scenario 2 assumes Keowee Trail will be constructed to restrict through traffic (cul-de-sacs placed in two locations and vehicular movements prohibited).

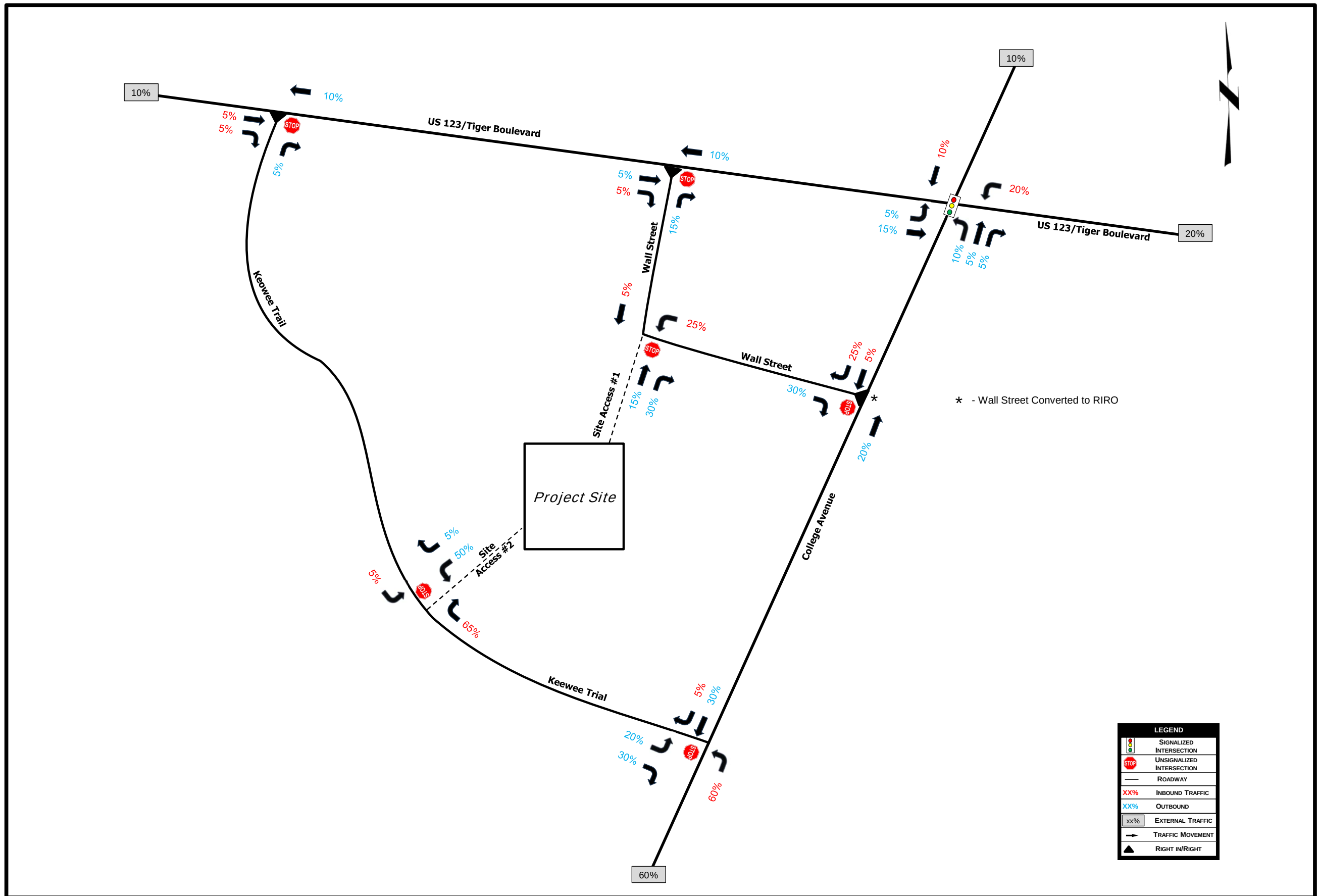
The directional distribution assumptions and assignment for Scenario 1 are shown in *Figures 5 and 6*, respectively. The directional distribution assumptions and assignment for Scenario 2 are shown in *Figures 7 and 8*, respectively.

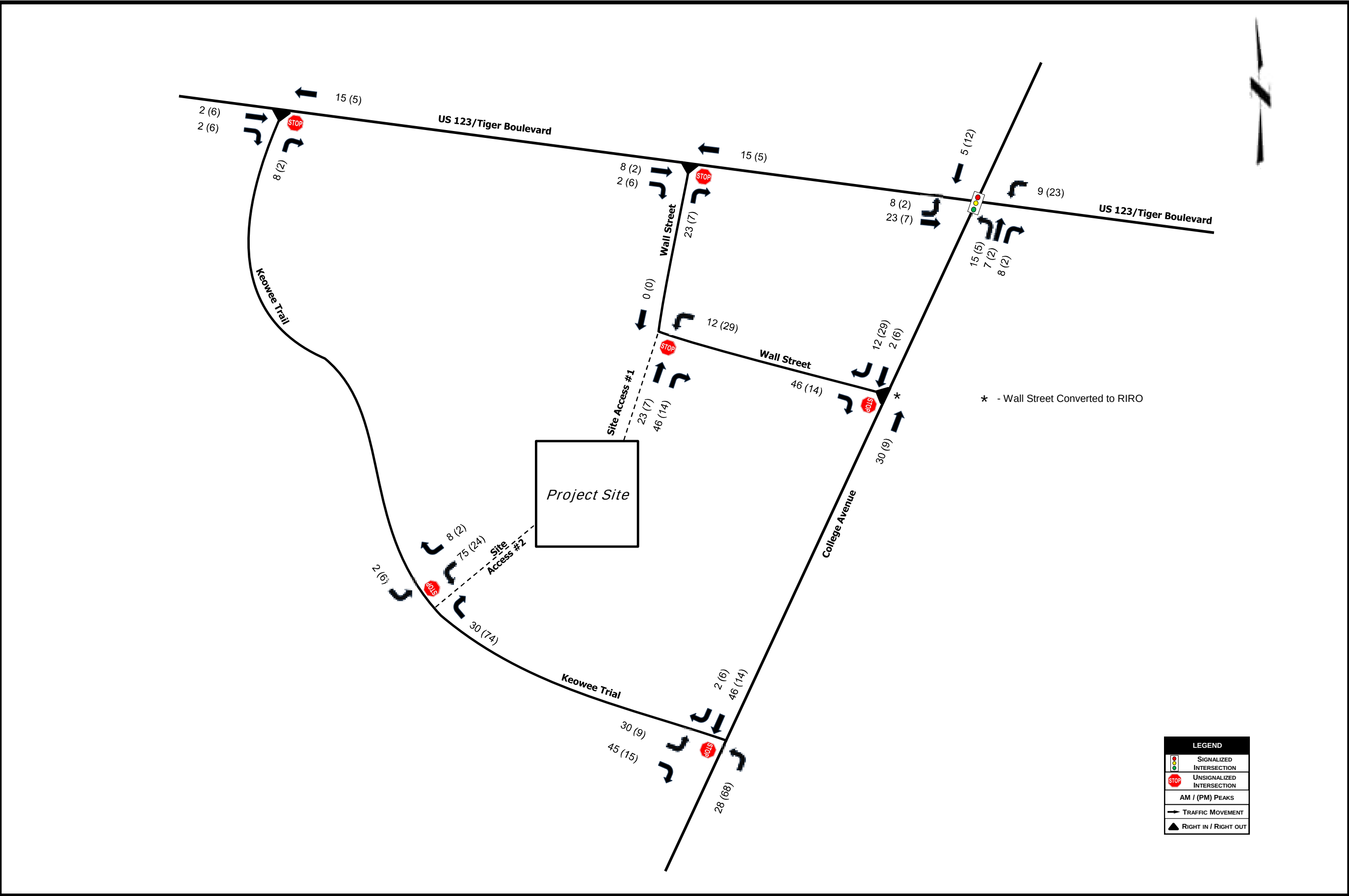
Pedestrian, Bike, and Transit Trip Distribution

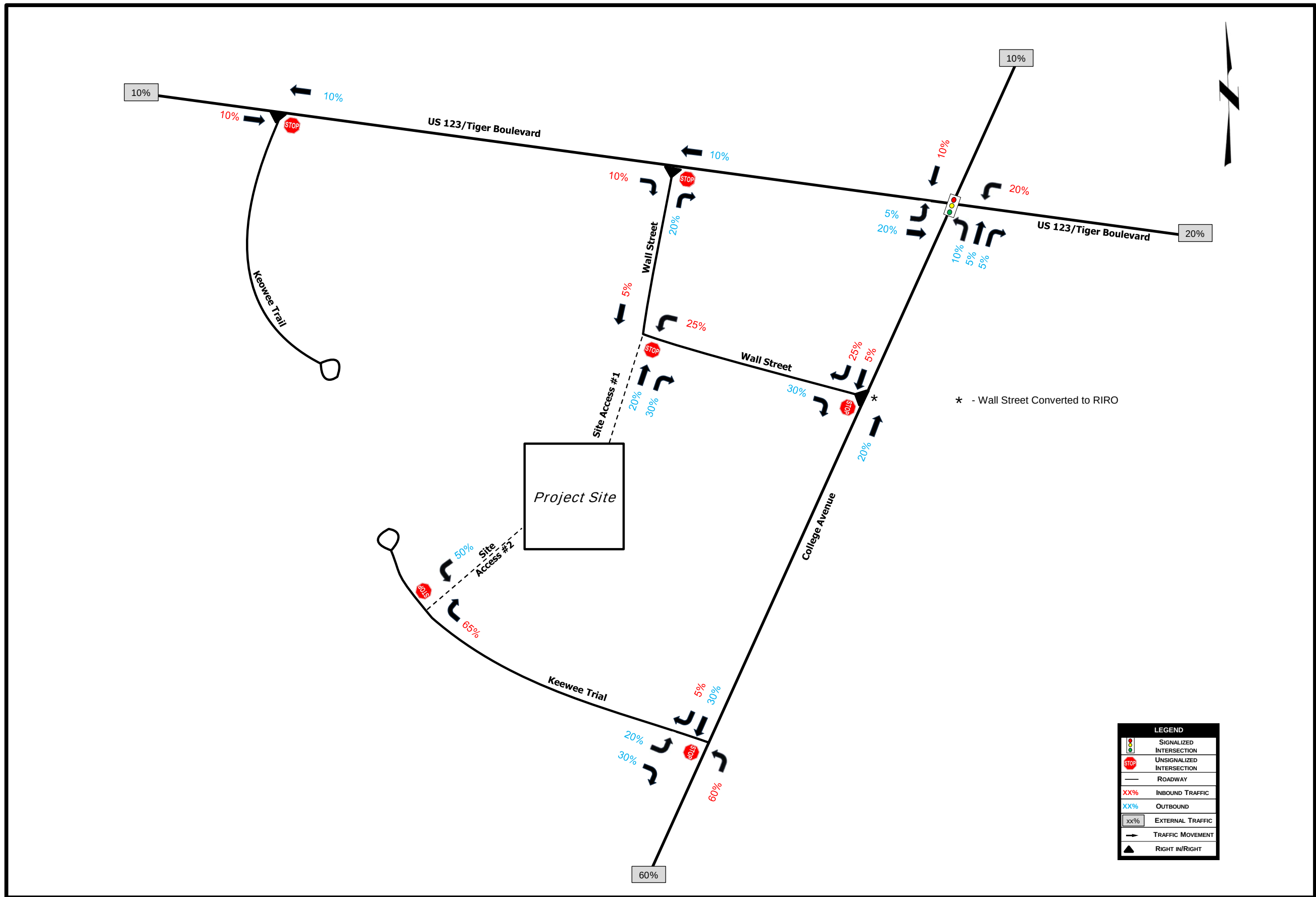
The development is anticipated to be marketed to college students. With its proximity to downtown Clemson and the Clemson campus, a large number of development trips will either be non-motorized (pedestrian/bike) or will utilize the free Clemson CATS transit system.

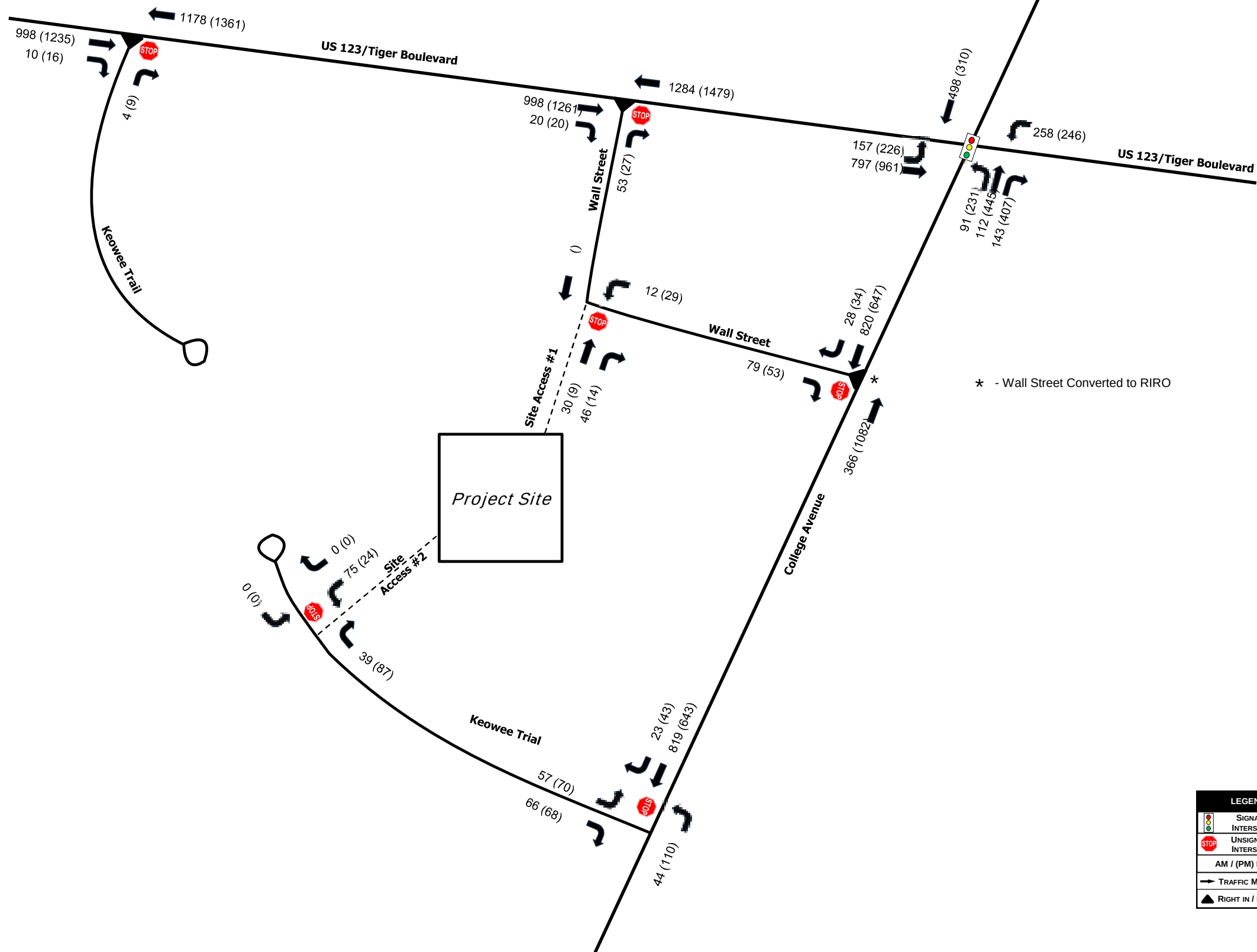
Existing pedestrian and bike facilities exist on College Avenue and along Keowee Trail for approximately 300 feet. The development is anticipated to provide pedestrian connections to these existing facilities. The new non-vehicular trips are expected to use the pedestrian facilities and transit stops along College Avenue to access commercial facilities, University classes, and recreational activities in Clemson, Seneca, and Anderson areas.











4. TRAFFIC VOLUMES

Background Conditions

The 2027 future No-Build traffic volumes were developed using a 3% annual background growth rate. This growth rate was adopted from reviewing historic count data at SCDOT Count Stations 39-0103, 39-0105, and 39-0305 and observations of the growth pattern in the surrounding area. In addition, traffic from one other development (Signet Clemson) in the immediate area is included in the background conditions. The 2027 No-Build traffic volumes are shown in *Figure 9*.

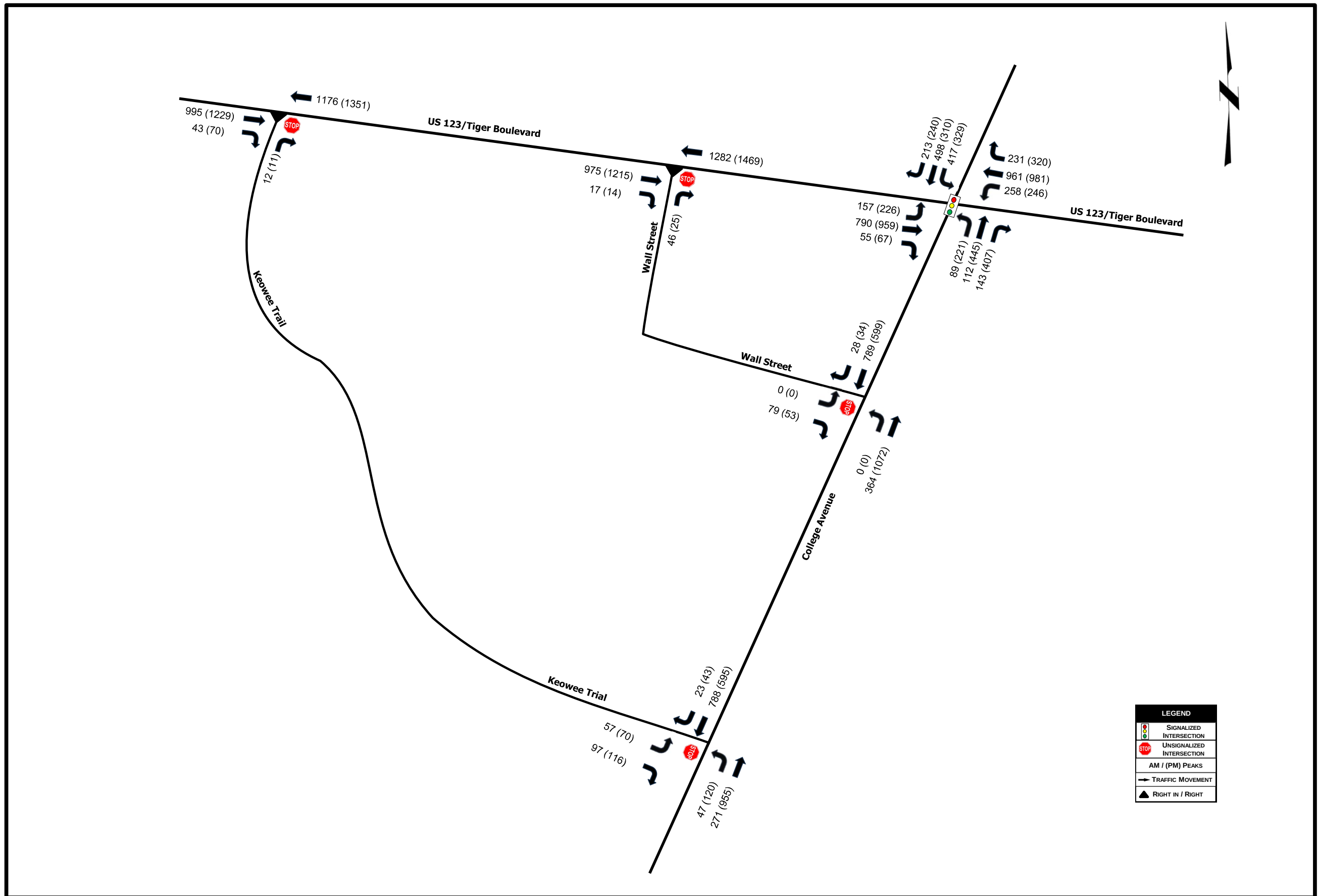
Volumes were also developed for roadway Scenario 2, which would close Keowee Trail to through traffic. The background conditions for Scenario 2 assume 75% of the southeastern trips turning on Keowee Trail from SC 123 would reroute to the signal at SC-133 & SC 123. Also, it was assumed that 25% of the northwestern trips turning on to Keowee Trail from SC-133 would reroute to the signal.

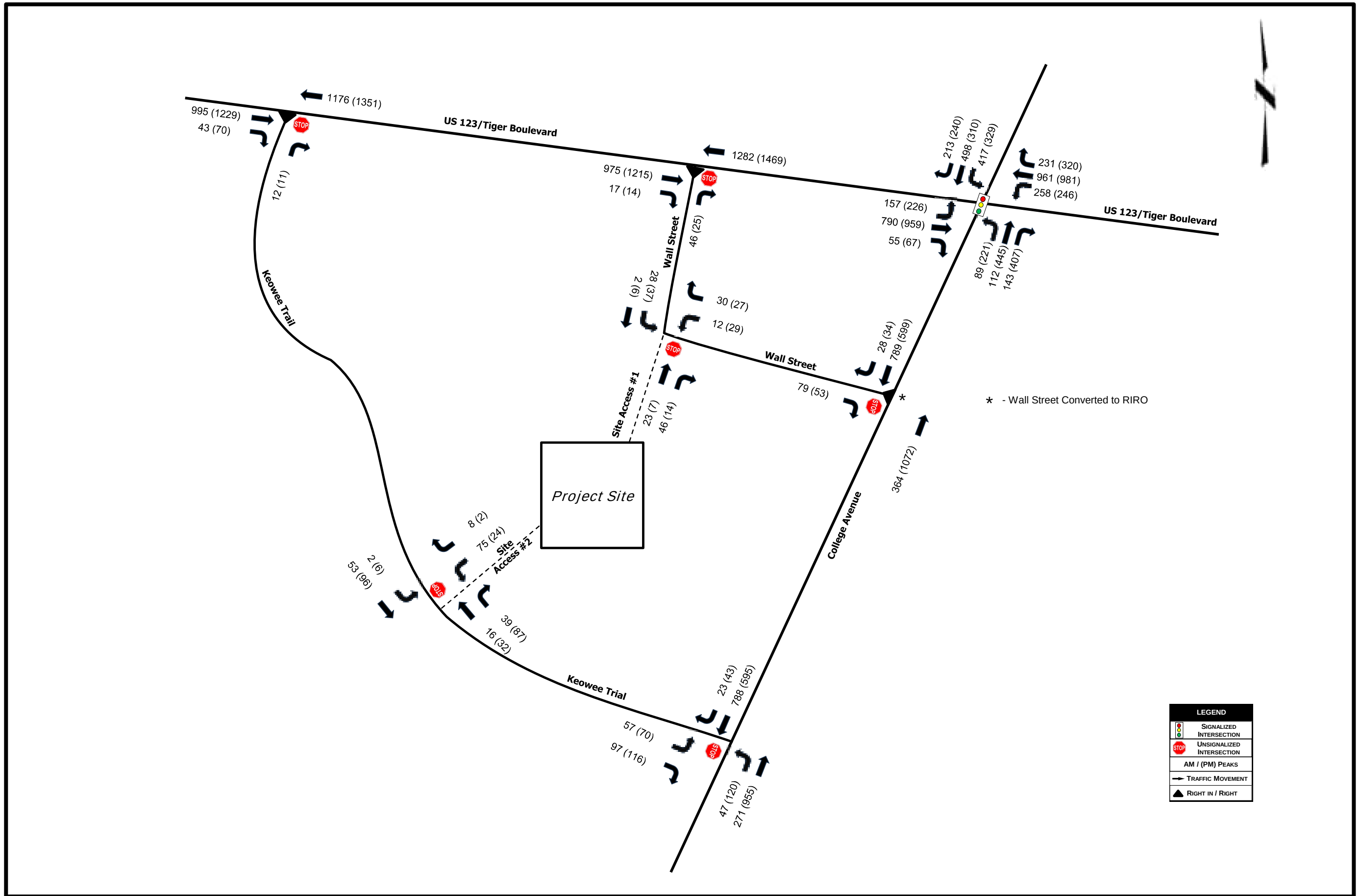
Build Out Traffic Volumes

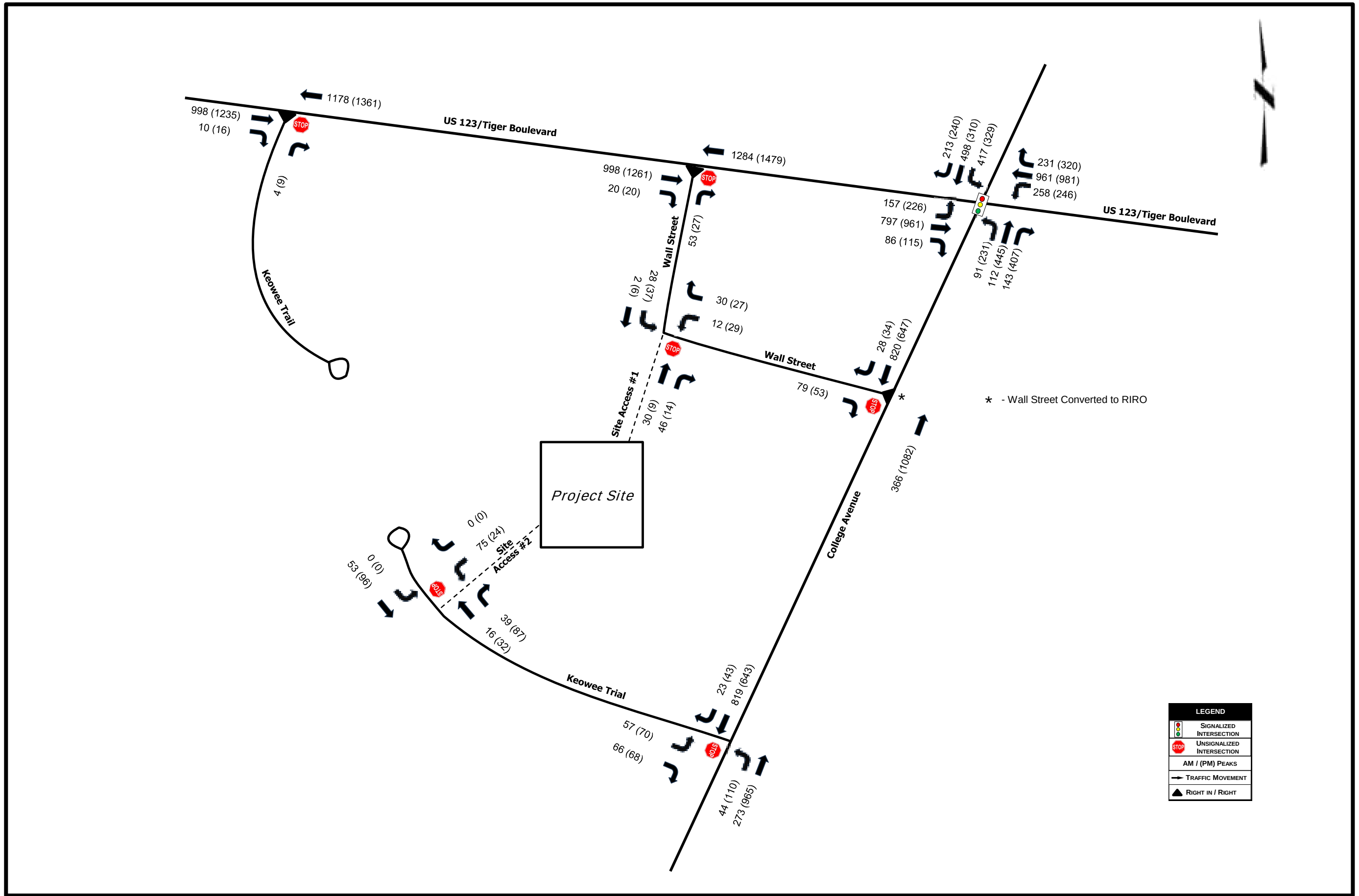
The 2027 Build traffic volumes were developed by adding the site generated traffic volumes to the 2027 No-Build traffic volumes. The 2027 Build volumes for Scenario 1 are illustrated in *Figure 10*. The 2027 Build volumes for Scenario 2 are illustrated in *Figure 11*.

Volume development worksheets are included in *Appendix C*.









5. TRAFFIC IMPACT ANALYSIS

Auxiliary Turn-Lane Analysis

Auxiliary turn-lane analyses were conducted using the 2027 Build volumes. Turn-lane analyses were considered based on the SCDOT Roadway Design Manual (RDM) Section 9.5.1.

Based on the anticipated build out volumes, auxiliary turn-lanes on Wall Street and Keowee Trail are not warranted at the access points. Turn-lane analyses are provided in *Appendix D*.

Level of Service Criteria

The Transportation Research Board's Highway Capacity Manual (HCM) utilizes a term "level of service" to measure how traffic operates in intersections and on roadway segments. There are currently six levels of service ranging from A to F. Level of service "A" represents the best conditions and Level of Service "F" represents the worst. Synchro Traffic Modeling software was used to determine the level of service for studied intersections. Note for unsignalized intersection analysis, the level of service noted is for the worst approach of the intersection. This is typically the left turn movement for the side street approach, due to the number of opposing movements.

The Highway Capacity Manual thresholds are shown in *Table 4*.

Table 4 – HCM 6th Edition LOS Criteria for Unsignalized Intersections

LOS	Control Delay per Vehicle (seconds)	
	Unsignalized Intersections	Signalized Intersections
A	≤ 10	≤ 10
B	> 10 and ≤ 15	> 10 and ≤ 20
C	> 15 and ≤ 25	> 20 and ≤ 35
D	> 25 and ≤ 35	> 35 and ≤ 55
E	> 35 and ≤ 50	> 55 and ≤ 80
F	> 50	> 80



Intersection Capacity Analysis

Capacity analyses for both scenarios were conducted using *Synchro*, Version 11 software for the study intersections considering 2024 Existing conditions, 2027 No-Build conditions, and 2027 Build conditions. As part of the capacity analysis, SCDOT's default *Synchro* parameters were utilized. A constant PHF of 0.92 was applied for future year analysis. Existing heavy vehicle percentages were utilized for all analysis scenarios, with a minimum percentage of 2% considered. Using the *Synchro* software, intersection analyses were conducted for the weekday AM peak-hour and weekday PM peak-hour time periods. The results of the intersection capacity analyses are summarized in *Table 5*.

Table 5 – Intersection Capacity Analysis Results

Intersection	Approach	LOS/Delay (seconds)							
		2024 Existing Conditions		2027 No-Build Conditions		2027 Scenario 1 Build Conditions		2027 Scenario 2 Build Conditions	
		AM	PM	AM	PM	AM	PM	AM	PM
US 123/Tiger Boulevard & College Avenue (Signalized)	EB	C/32.6	E/62.6	D/36.9	F/88.5	D/39.2	F/93.3	D/43.0	F/113.8
	WB	C/28.8	D/48.9	C/33.6	E/74.3	D/35.0	F/81.6	C/33.8	F/81.6
	NB	C/28.5	D/38.0	C/29.8	D/45.3	C/30.8	D/44.6	C/31.3	D/46.0
	SB	D/54.3	D/51.8	F/84.3	E/60.4	F/89.0	E/62.5	F/92.4	E/62.5
	Overall	D/37.2	D/50.5	D/48.9	E/68.8	D/51.2	E/72.8	D/52.6	E/78.8
US 123/Tiger Boulevard & Wall Street (RIRO)	NB ²	B/12.3	B/13.2	B/12.7	B/14.0	B/13.7	B/14.6	B/14.1	B/15.2
US 123/Tiger Boulevard & Keowee Trail (RIRO)	NB ²	B/12.2	B/13.8	B/12.9	B/14.7	B/12.9	B/14.8	B/12.6	B/14.4
College Avenue & Wall Street	EB ²	B/13.6	B/13.7	B/14.6	B/14.9	B/12.6	B/11.1	B/12.8	B/11.4
	NB ¹	A/9.4	A/8.7	A/9.7	A/8.9	*	*	*	*
College Avenue & Keowee Trial	EB ²	B/13.2	B/14.6	B/14.0	C/16.2	C/19.5	C/23.9	C/19.8	C/24.6
	NB ¹	A/9.3	A/8.9	A/9.6	A/9.1	B/10.1	A/9.7	B/10.2	A/9.9
Wall Street & Site Access #1	WB ¹	--	--	--	--	A/7.3	A/7.3	A/7.3	A/7.4
	NB ²	--	--	--	--	A/8.9	A/8.8	A/8.6	A/8.6
Keowee Trial & Site Access #2	WB ²	--	--	--	--	A/9.4	A/9.7	A/9.4	A/9.6
	SB ¹	--	--	--	--	A/7.3	A/7.5	--	--

¹LOS for major street left-turn movement; ²LOS for minor street approach

* Converted to RIRO



Site Accesses on Wall Street and Keowee Trail

Both site access points should function well. Accesses should be designed in accordance with SCDOT and the City of Clemson standards and with one ingress and one egress lane.

US 123/Tiger Boulevard Intersection

Analysis indicates that the signalized intersection will continue to experience moderate delays in the future, with or without the project. No changes are recommended as a result of the construction of the development.

College Avenue & Wall Street

In discussions with SCDOT, it is recommended that this intersection be converted to a RIRO only. This may include construction of a raised concrete median along a portion of College Avenue.

College Avenue & Keowee Trail

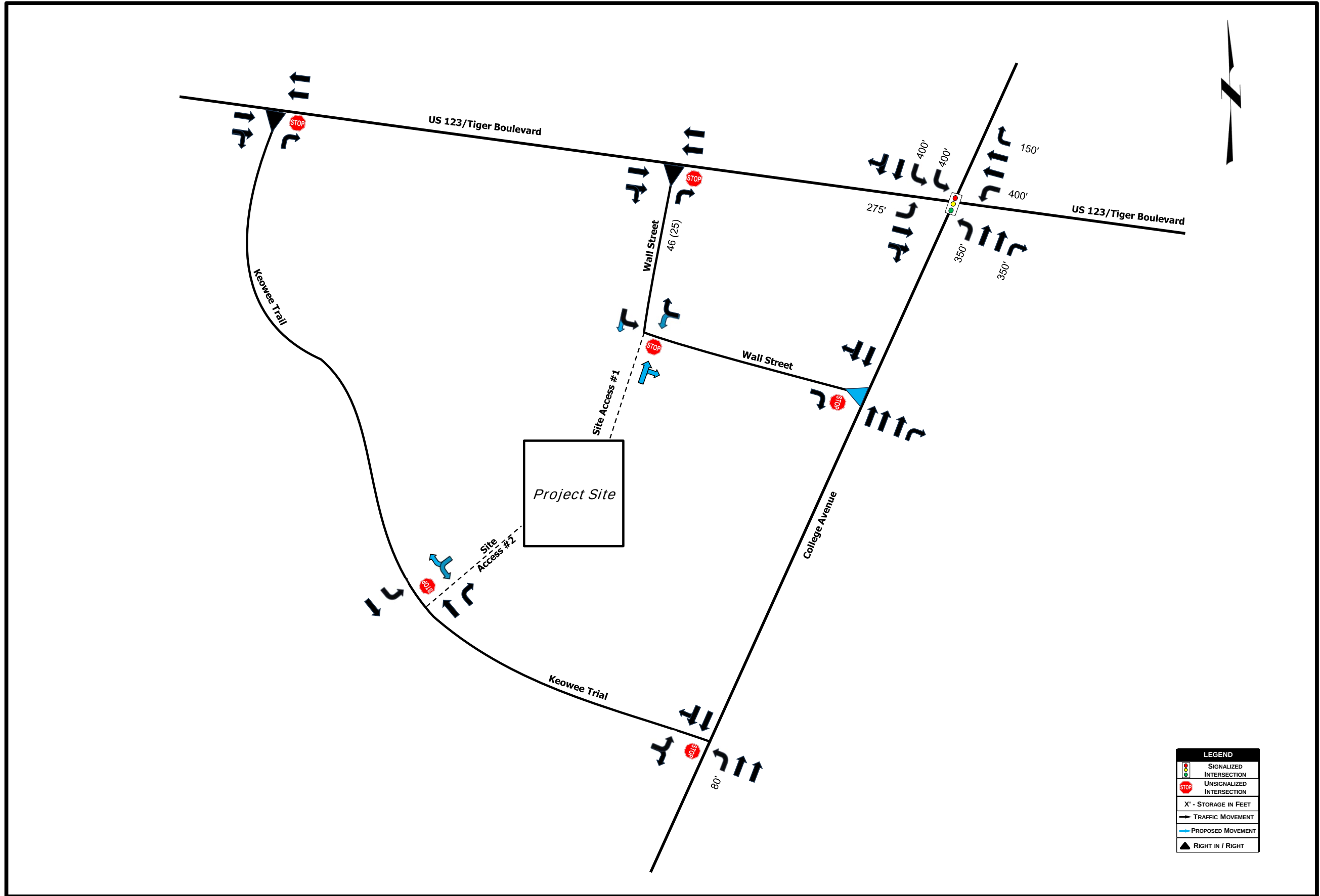
Analysis indicates the intersection is anticipated to continue functioning adequately. With the anticipated design volumes, a traffic signal is not anticipated to be needed. Delays are not anticipated to be excessive, however, restrictions to the westbound left turn movement (i.e. signage indicating “No left turn between 7AM - 9AM or 4PM-6PM”) may be helpful during peak periods.

Pedestrian & Transit Connectivity

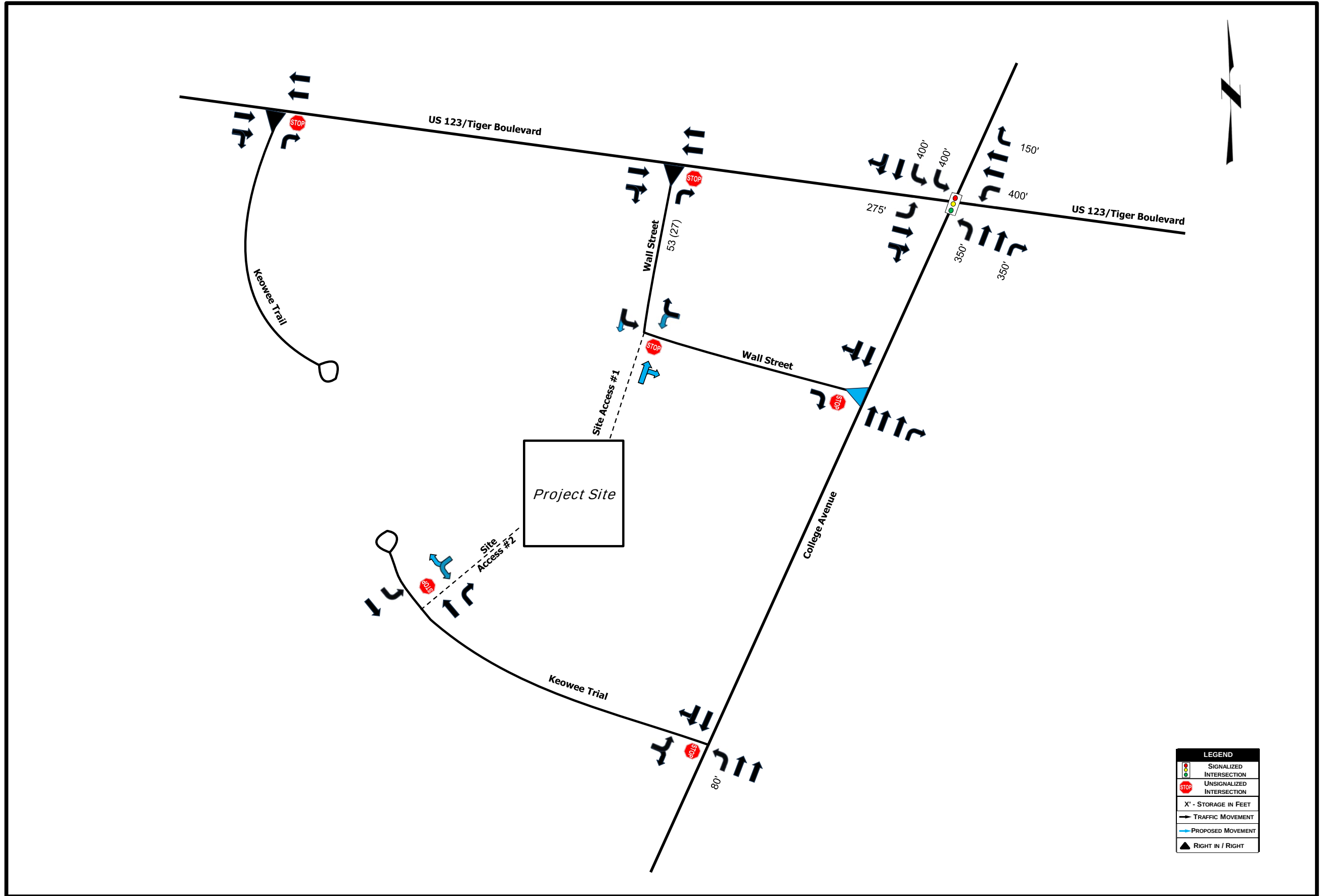
To accommodate non-vehicular trips, pathways/sidewalks to and from the development should be connected to existing infrastructure. This may include, connections to the Abernathy Park pedestrian network and sidewalks along Keowee Trail to connect to College Avenue and the CAT bus stop at the corner of College Avenue and Keowee Trail.

Figure 12 shows the proposed lane configuration for the Scenario 1 Build (2027) condition. *Figure 13* shows the proposed lane configuration for the Scenario 2 Build (2027) condition. Capacity analysis worksheets are provided in *Appendix E*.





Clemson HUB - Traffic Impact Study
Figure 12 - Proposed Lane Configuration Scenario 1
Page 20



Clemson HUB - Traffic Impact Study
Figure 13 - Proposed Lane Configuration Scenario 2
Page 21

6. SUMMARY OF FINDINGS AND RECOMMENDATIONS

A traffic impact study was conducted for the proposed Clemson Hub development in accordance with City of Clemson and SCDOT guidelines. The site is located north of Keowee Trail and south of Wall Street in Clemson, South Carolina. The development is planned to have 450 apartments (1,325 bedrooms) and 9,079 square feet of retail space with one full access on both Keowee Trail and Wall Street. The residents and users of the residential and retail space are envisioned to primarily be students of Clemson University. With the proximity of the development to the Clemson University campus, downtown Clemson, Abernathy Park, and the Clemson CATS transit line, many of the trips generated will likely be pedestrian, bike, or transit oriented.

The following provides a summary of the recommendations.

Site Accesses on Wall Street and Keowee Trail

Both site access points should function well. Accesses should be designed in accordance with SCDOT and the City of Clemson standards and with one ingress and one egress lane.

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To accommodate non-vehicular trips, pathways/sidewalks to and from the development should be connected to existing infrastructure. This may include connections to Abernathy Park pedestrian network and sidewalks along Keowee Trail to connect to College Avenue and the CAT bus stop at the corner of College Avenue and Keowee Trail.



After review of the draft TIS report, the SCDOT provided the following comments/recommendations. These recommendations are :

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 - o An existing “pork chop” is on Keowee Trail; however, due to the increased trips, a concrete median will be required on US-123 to better restrict the lefts in, or out. The median should be designed to still allow lefts into the opposing Chick-fil-a entrance only.
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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)

Discuss the efficacy of the mosquito fogging program and assess the community's support for eliminating this service.

Agenda Item Detail: (expand as necessary for clarification)

Fogging for mosquitoes can be effective in reducing their populations, but the practice is not without controversy. Some concerns include:

- Disrupting outdoor events in the evenings;
- Harming beneficial insects, including bees and butterflies;
- Creating chemical-resistant mosquitoes, making the process less effective over time; and,
- Dispersing mosquitoes to other areas, potentially spreading the problem.

There are alternative methods to mosquito control, such as eliminating standing water, using localized mosquito repellents, and wearing protective clothing. Other alternatives include:

- Using mosquito traps
- Introducing natural predators
- Encouraging plant based repellents including, citronella, lavender and basil.

The City will launch a public information campaign to inform people on sustainable ways to reduce mosquito populations and will consult on specific outbreaks.



CITY OF CLEMSON
AGENDA ITEM REQUEST FORM

Requested By:

Date Submitted:

Council Meeting Date:

Type of Request: (check only one)

☒ Report/Discussion

☐ Policy/Action

☐ Executive Session

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

Discuss making changes to the PD requirements to encourage greater collaboration among property owners, ensure sufficient setbacks from the property line for drainage, and allow for sidewalks and pathways.

Agenda Item Detail: (expand as necessary for clarification)

Sec. 19-503 District Regulations.

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

Proposed Change: "A PD shall encompass a minimum of four contiguous acres; a PD must be a minimum of five contiguous acres when adjoined solely by the R-20 or R-12 districts. Locations across a street or alley are also considered to be adjoining."

Sec. 19-503. District regulations.

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

- A. A PD shall encompass a minimum of two contiguous acres; however, a PD must be a minimum of four contiguous acres when adjoined solely by the R-20 or R-12 districts. Locations across a street or alley are considered to be adjoining.
- B. The following site development characteristics shall be determined and set in the approved plans for PDs:
1. Minimum and/or maximum lot area(s);
 2. Minimum and/or maximum lot width(s);
 3. Size(s) and location(s) of yard(s) and setback(s);
 4. Maximum density allowed;
 5. Minimum and/or maximum density of structure(s), including total residential bedrooms permitted for multi-household dwellings;
 6. Maximum residential occupancy for multi-household residential dwelling units;
 7. Minimum and/or maximum structure height(s);
 8. Open space shall be provided with all PDs, and minimum and/or maximum open space shall be set by the PD ordinance. Public parks can count towards open space;
 9. For PDs incorporating multi-household residential dwellings, a portion of the open space, complementary to the proposed design and lifestyle features of the proposed development, shall be reserved as common open space that shall be designated for the recreational or leisurely use by residents;
 10. Off-street parking and loading needs and dimensions;
 11. Any applicable queuing or stacking needs for internal traffic management;
 12. Location, size, and/or amount of bufferyard(s), screening, and landscaping;
 13. Layout of lots, streets, and any other infrastructure serving the PD if applicable;
 14. Location and size of any signage;
 15. Location of and specifications for site access and internal traffic circulation; and
 16. Any other site-specific prescription(s) deemed necessary for the development of the site as proposed.
 17. Maximum impervious coverage as a percentage.
- C. The site development characteristics prescribed by the approved plans associated with a PD shall supplant any conflicting standards for site development established in the City of Clemson Zoning Ordinance or Land Development Regulations.
- D. Any site development characteristics not prescribed in the approved plans for a PD shall be subject to the minimum standards, if applicable, established in the following sections of this ordinance:
1. Article VI. General and Supplementary Regulations of this ordinance
 2. Article VII. Sign Regulations
 3. Article VIII. Off Street Parking Requirements
 4. Article IX. Bufferyard, Landscape, and Screening Requirements
 5. Article X. Lighting Standards.
- E. A preliminary plat meeting the minimum submission requirements provided in Article IV, Section 402 of the City of Clemson Land Development Regulations shall be submitted concurrently with an application for PD zoning amendment.
- F. However, a detailed regulating plan that combines the provision of site-serving infrastructure and land divisions with the layout of proposed structures and their environs may be submitted in lieu of a preliminary plat for the purposes of reviewing a plat concurrently with the PD amendment but shall not replace the requirement to submit a preliminary plat for review and approval by the Planning Commission before development of the subject site is allowed to occur.
- G. The preliminary plat shall be representative of the site development layout and pattern proposed for the PD amendment.
- H. The preliminary plat shall be processed and considered in accordance with the procedures provided in Article III, Section 304 of the City of Clemson Land Development Regulations.

(Ord. No. CC-2014-05, § 1, 8-18-14; Ord. No. [CC-2021-13](#), 05/17/2021)

Effective on: 5/17/2021



**CITY OF CLEMSON
AGENDA ITEM REQUEST FORM**

Requested by: Tracy Taylor

Date Submitted: April 8, 2024

Council Meeting Date: April 15, 2024

Type of Request: (check only one)

☒ **Report/Discussion**

☐ **Policy/Action**

☐ **Executive Session**

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

Discuss updating the tuition reimbursement rate for employee job related training and development.

Agenda Item Detail: (expand as necessary for clarification)

The reimbursement rate is outlined in the personnel policy manual under, "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.)"

The proposed rate is based on the average per credit hour tuition cost for an in state student at a state supported school in South Carolina (\$600).



CITY OF CLEMSON
AGENDA ITEM REQUEST FORM

Requested By:

Date Submitted:

Council Meeting Date:

Type of Request: (check only one)

☒ Report/Discussion

☐ Policy/Action

☐ Executive Session

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

Discuss setback requirements in non residential districts.

Agenda Item Detail: (expand as necessary for clarification)

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

Setbacks for structures in non-residential districts are set at 0' for front and side. This is creating challenges for drainage and pedestrian pathways. It also creates false incentives for PDs, and setbacks are used as a bargaining chip. This resets setbacks to more normal levels. Exceptions can be made for downtown Clemson, in the already-established area where there are no setbacks.

Proposed change: Side setbacks for non-residential districts C, CM, CP-1, CP-3 and OP should have a minimum of 15' on each side.

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

A. The minimum standards for density, bulk, and other related dimensional requirements are hereby established in Table 19-404-1 for all non-residential districts. Section endnotes are provided to clarify specific requirements that apply to the uses designated.

B. In addition to the requirements of Table 19-404-1, the design requirements in [ARTICLE XI](#) Architectural Review Districts may also apply.

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

USE	Districts									Reference
	C	CM	CP-1	CP-2	CP-3	OP	RIL	OR	M	
A. MINIMUM DIMENSIONAL AND/OR BULK STANDARDS FOR ALL NON-RESIDENTIAL DISTRICTS										
1. Front <u>setback</u> , max.	3'/15' ¹	15' ²	15' ¹⁴	35'	35'	25'	35'			See Section 19-404-1. Endnotes 1, 2, 14
2. Front setback, min.	0'	10'/12' ²	8'	8'	15'	8'	35'	25'	50' ³	See Section 19-404-1. Endnotes 2 & 3
3. Side setback, min.	0'	0'	0'	0'	0'	0'	25'	10'	50' ³	See Section 19-404-1. Endnote 3
4. Side setback, max.	0' ⁴	0' ⁴								See Section 19-404-1. Endnote 4
5. Rear setback, min.	10'	10' ⁵	25'	25' ⁶	25'	25'	35'	25'	100' ³	See Section 19-404-1 Endnotes 3, 5, 6
6. <u>Lot area</u> , min. (acres)							1	2	25' ^{3, 7}	See Section 19-404-1 Endnotes 3, 7
7. <u>Lot width at front building Line</u> , min.							100' ⁸		500' ⁷	See Section 19-404-1 Endnotes 7, 8
8. <u>Structure height</u> , max.	3 <u>Stories</u>	3 Stories	40'	40'/65' ¹¹	40'	35'	50'		65' ⁷	See Section 19-404-1 Endnotes 7, 9, 10 & 11
9. <u>Structure height</u> , min.	24'	24'								
10. <u>Gross floor area for retail establishments per floor</u> ¹² , max. (square feet)			3,000			2,500				See Section 19-403-1 Endnote 12
11. <u>Gross floor area for retail establishments for all floors occupied by a single business</u> ¹³ , max. (square feet)			12,000							See Section 19-403-1 Endnote 13
12. <u>Dwelling occupancy</u>	4	4	4	4	4	3				

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

USE	Districts									Reference
	C	CM	CP-1	CP-2	CP-3	OP	RIL	OR	M	
13. Drive-in or drive-thru services Conditional Use Standards [CP-2, CP-3, & OP Districts Only]				C	C	C	C			
	a. A minimum stacking distance of 120 feet shall be provided to accommodate vehicles queuing in the drive-in/thru lanes.									
	b. Entrances to drive-in/thru lanes shall be a minimum of 25 feet from the parcel entrance onto the public right-of-way.									
	c. Drive-in/thru lanes shall be a minimum of 11 feet in width.									
	d. Operation of drive-in/thru lanes, other than those accessing an ATM, shall be limited to the hours of 7:00 a.m. to 10:00 p.m. if the property abuts a residential use or district.									
14. Impervious surface ratio, max.							60%		60%	
15. Access requirements, min.										See Section 19-611
16. Parking/Bike Requirements										See Section 19-802-K
17. Signage Requirements										See ARTICLE VII
18. Lighting Requirements										See ARTICLE X
19. Landscape and/or Bufferyard Requirements										See ARTICLE IX
20. Dumpsters and Solid Waste Collection Receptacles										See Section 19-905-I
21. Utilities										See ARTICLE VI 19-607
22. Architectural Design Standards										See ARTICLE XI

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

USE	Districts									
	C	CM	CP-1	CP-2	CP-3	OP	RIL	OR	M	Reference

¹ The maximum front setback in the C district shall be three feet in C, except that the maximum front setback may be 20 feet if a porte cochere or similar covered area serving a hotel's main entrance is provided. A five-foot maximum articulation may be provided that exceeds the maximum setbacks.

² In the CM district:

- a. Properties abutting any public right-of-way other than College Avenue, Keowee Trail, or Walter T. Cox Boulevard (Highway 93) shall have a minimum front setback of ten feet;
- b. Properties along College Avenue, Keowee Trail, or Walter T. Cox Boulevard (Highway 93) shall have a minimum front setback of 12 feet;
- c. The maximum front setback for all CM district properties shall be 15 feet, unless a public plaza is provided as per subsection d) of this endnote;
- d. A plaza having a minimum depth of 25 feet and a maximum depth of 50 feet may be provided fronting a public street, sidewalk, City of Clemson property, or land owned by the U.S. Army Corps of Engineers, provided it is accessible to the general public and is a minimum of 25 feet wide up to a maximum width of 30 percent of the building frontage occupancy requirement, provided, however, that all sides of the building abutting the plaza shall have retail, office or service uses having a minimum depth of 35 feet; and
- e. A five-foot maximum articulation may be provided that exceeds the maximum setbacks but shall not occupy more than 30 percent of the total frontage occupancy.
- f. for all setbacks in the CM District, the first 5 feet of the setback adjacent to a public right of way shall be constructed to match the adjacent sidewalk in both grade (topography) and comparable materials. The remaining setback between the building facade and the public right of way along College Avenue, Keowee Trail and Walter T. Cox Boulevard (Highway 93) shall be used as sidewalk, patio, outdoor cafes, bicycle parking, art installations, water features, and landscaping.
- g. No less than 10 percent of the setback area in the CM Districts (excluding the required 5 foot paving strip) is to be landscaped and no more than 35 percent of the setback area shall be landscaped.

³ Minimum lot size applies to both a standalone industrial facility or a multi-tenant business or development park/campus.

⁴ All properties in the C or those fronting College Avenue in the CM district shall be constructed side lot line to side lot line with a zero-foot side setback for the first 50 feet of depth, except for where an entrance is required to provide access to the interior of the site and is designed as per Figure 19-404-A, or as per required bufferyard standards. No more than one vehicular entrance, not exceeding 25 feet in width, may be allowed to provide access through the building to the interior of the building or site and whereas an additional five feet of width for a pedestrian sidewalk shall be provided.

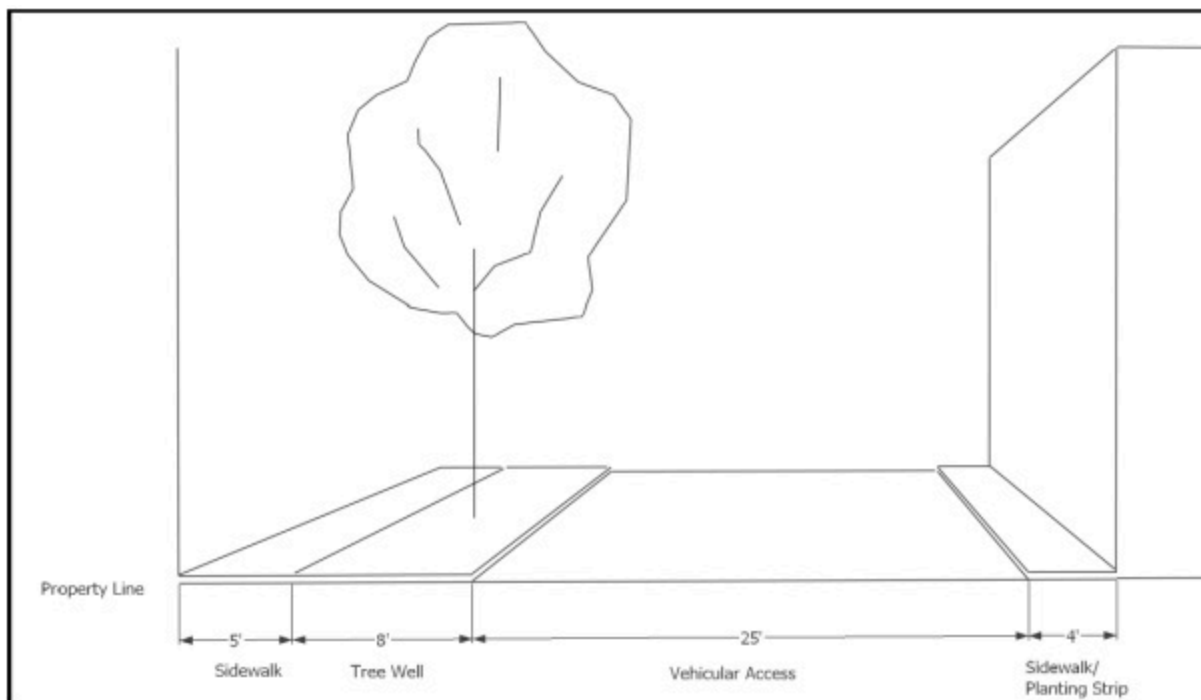
Figure 19-404-2

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

USE	Districts									
	C	CM	CP-1	CP-2	CP-3	OP	RIL	OR	M	Reference
⁵ Parcels in the CM district whose rear property line abuts a public <u>alley</u> or right-of-way shall provide a 15-foot type "E" bufferyard directly abutting the alley or right-of-way. Frontages along Addison Lane and Knox Lane shall be considered rear yards.										
⁶ Minimum rear setback for properties abutting U.S. Army Corp of Engineers' land or an active railroad right-of-way shall be five feet.										
⁷ All dimensional standards shall be set by the board of zoning <u>appeals</u> for any proposed manufacturing <u>use</u> classified as <u>special exception</u> petition in the M district or any special exception in the OR district, but shall be no less than the standard indicated.										
⁸ Minimum lot width at front building line shall apply to standalone uses on one acre parcels.										
⁹ <u>Principal use structures</u> in the CM District shall have a maximum 40-foot <u>height</u> unless a) the rear bufferyard is expanded by ten feet where such parcels shall have a maximum <u>height</u> of 50 feet or b) the parcel is entirely contained in the CM District, fronts College Avenue, and abuts property owned by the U.S. Army Corps of Engineers where such parcels shall have a maximum <u>height</u> of 65 feet.										
¹⁰ For CM parcels fronting College Avenue, <u>height</u> shall be measured at the average <u>grade</u> of the sidewalk along College Avenue.										
¹¹ <u>Hotels</u> may be permitted to have a maximum <u>height</u> of 65 feet in the CP-2 district subject to the approval of a conditional use in the CP-2 district.										
¹² Maximum gross floor area for retail establishments shall not exceed the permitted square feet on any one floor.										
¹³ Maximum gross floor area of a single business occupying more than one floor of a building.										
¹⁴ The maximum front setback for all CP-1 properties shall be 15 feet, unless a public plaza is provided. Any such plaza shall have a minimum depth of 25 deep and a maximum depth of 50 feet, front a public street or sidewalk, be accessible to the general public, be a minimum of 25 feet wide with a maximum width of 50 percent of the building <u>frontage</u> , and ensure that all sides of the building abutting the plaza have retail, office, or service uses with a minimum depth of 35 feet.										

(Ord. No. CC-2014-05, § 1, 8-18-14; Ord. No. CC-2014-21, 12-1-14; Ord. No. CC-2015-04, 2-2-15; Ord. No. CC-2015-14, 5-4-15; Ord. No. CC-2015-26, 7-20-15; Ord. No. CC-2017-01, 2-20-17; Ord. No. CC-2017-03, 2-20-17; Ord. No. CC-2017-07, 4-3-17; Ord. No. CC-2018-24, 10-15-2018; Ord. No. CC-2019-01, 2-4-19; Ord. No. [CC-2021-32](#), 12/06/2021)

Effective on: 12/6/2021