

1. Agenda

Documents:

[2024_04_01AGENDA.PDF](#)

2. Meeting Materials

Documents:

[2024_04_01BOARDLANGUAGE.PDF](#)

[2024_04_01RADIO.PDF](#)

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CITY OF Clemson SOUTH CAROLINA

**Agenda, Clemson City Council
April 1st, 2024
Council Chamber, Clemson City Hall**

5:30 p.m. Call to Order

Executive Session

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

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

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

Invocation and Pledge of Allegiance: Council Member Fulmer

Proclamations: Crime Victims' Rights Week

Child Abuse Prevention Month

Public Session: (3-minute limit per speaker)

Approval of Minutes: March 18th, 2024

Reports/Discussion

- a.** Discuss a licensing agreement with Clemson University to install emergency management communications equipment at the West Lane Water Tank.- Clemson University Fire Chief Rick Cramer
- b.** Staff Reports

Policy Action (2-minute limit per speaker)

- a.** Consider 2nd reading of an amendment to Chapter 2 Article II Division 1 Section 2-30 to provide for language to enhance equity and inclusion among boards and commissions. – Council Member Smith
- b.** Consider 1st reading of PUD-000177-2023PUD Proposed Planned Development (Hub Clemson) – Planning and Development Director Nathan Woods

Other Policy Items

- a.** Consider approving a contract with The MD Company in an amount not to exceed \$73,000 for the fabrication and installation of four entryway signs. – Deputy City Administrator Allison Gantte
- b.** Consider awarding the Holly Ave Stormwater Project to Foothills Contracting Service LLC. For \$184,549.00. – City Engineer Nathan Hinkle

Mayor-Council reports/comments/new business

Adjourn



CITY OF CLEMSON
AGENDA ITEM REQUEST FORM

Requested By:

Date Submitted:

Council Meeting Date:

Type of Request: (check only one)

☐ Report/Discussion

☒ Policy/Action

☐ Executive Session

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

Consider 2nd reading of an amendment to Chapter 2 Article II Division 1 Section 2-30 to provide for language to enhance equity and inclusion among boards and commissions.

Agenda Item Detail: (expand as necessary for clarification)

Below is the language discussed at the March 18 City Council meeting.

The boards and commissions should exemplify a culture of collaboration and expand opportunities for community members to contribute their knowledge, experience and creativity to solve local problems and enhance the quality of life for all in the City of Clemson. To achieve this goal, the City Council should recruit inclusive and representative applicants for all boards, committees, and commissions, of the City. For all applicants who otherwise meet all board and commission membership requirements, inclusiveness and representation, should also be considered when filling vacant positions.

Staff will also state on the application form that applicants may apply to more than one board or commission and should rank their selections.

CITY OF CLEMSON, SOUTH CAROLINA

ORDINANCE #2024-[3]

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CLEMSON, SOUTH CAROLINA, TO AMEND CHAPTER 2, ARTICLE II, DIVISION 1, SECTION 2-30 OF THE CODE OF ORDINANCES OF THE CITY OF CLEMSON, SOUTH CAROLINA (“CITY CODE”) REGARDING BOARDS, COMMITTEES, AND COMMISSIONS; AND TO PROVIDE FOR OTHER RELATED MATTERS.

WHEREAS, the City, by and through its City Council, is authorized and empowered to provide for the City’s internal operation according to South Carolina Constitution Article VIII, section 17, and the Home Rule Act of 1975, including section 5-7-30 of the Code of Laws of South Carolina 1976, as amended;

WHEREAS, the City previously enacted Chapter 2: Administration, Article II: Governing Body, Division 1: Generally, Section 2-30 of the City Code regarding boards, committees, and commissions;

WHEREAS, the City desires to encourage and provide for diversity among the members of the City’s boards, committees, and commissions;

NOW, THEREFORE, BE IT ORDAINED by the City Council as follows:

Section 1. Amendment to City Code. Chapter 2: Administration, Article II: Governing Body, Division 1: Generally, Section 2-30 of the City Code, be and is hereby amended, as and if amended, by adding a second, unnumbered paragraph as follows:

The boards and commissions should exemplify a culture of collaboration and expand opportunities for community members to contribute their knowledge, experience and creativity to solve local problems and enhance the quality of life for all in the City of Clemson. To achieve this goal, the City Council should recruit inclusive and representative applicants for all boards, committees, and commissions, of the City. For all applicants who otherwise meet all board and commission membership requirements, inclusiveness and representation, should also be considered when filling vacant positions.

Section 2. General Repealer. Each ordinance, resolution, order, policy, or similar directive, or any part of the same, in conflict with this Ordinance is, to the extent of that conflict, repealed.

Section 3. Codification. The City shall codify the operative portion of Section 1 of this Ordinance in Chapter 2, Article II, Division 1, Section 2-30 of the City Code, or as otherwise appropriately numbered, online as soon as practicable and in print as part of the City’s next, regular, re-codification.

Section 4. Effective Date. This Ordinance is effective immediately on second reading by the City Council.

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IT IS SO ORDAINED this the _____ day of _____, 2024.

ATTEST:

Jeremiah Jackson, City Clerk

G. Robert Halfacre, Mayor

First reading: _____, 2024

Second reading: _____, 2024



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 a license agreement with Clemson University to install emergency management communications equipment at the West Lane Water Tank.

Agenda Item Detail: (expand as necessary for clarification)

There are multiple areas in the city and on campus where the radio signal needs to be enhanced to improve our interoperability. This project will solve this issue by extending the signal and allowing other agencies to access the system.

WATER TOWER ATTACHMENT LICENSE AGREEMENT

THIS WATER TOWER ATTACHMENT LICENSE AGREEMENT (“Agreement”) is executed to be effective as of March 11, 2024, by and between **CITY OF CLEMSON, SOUTH CAROLINA**, a body politic and corporate, a political subdivision of the State of South Carolina (“Owner”), and **CLEMSON UNIVERSITY**, a 1 (“Licensee”) (Owner and Licensee, collectively, “Parties”).

PRELIMINARY STATEMENT

WHEREAS, Owner is the owner of real property located at 111, Pickens County, South Carolina, with TMS No. 111 (“Property”);

WHEREAS, the Property contains a vertical water tower structure (“Tower”) on which Licensee desires to attach one or more video surveillance cameras (“Cameras”) and construct a building for the support and operation of the Cameras for fire and emergency management services communication systems and the storage related to such systems and equipment necessary to operate its systems (the “Building”), all for the safety and welfare of the University students and employees and greater Clemson community; and

WHEREAS, the Parties desire to enter into this Agreement to provide for certain terms and conditions between the Parties regarding the installation, maintenance and other considerations regarding the Cameras to be located on the Tower, and the Building to be constructed on the Property.

STATEMENT OF AGREEMENT

NOW, THEREFORE, in consideration of the covenants and conditions hereinafter set forth, and intending to be legally bound thereby, the Parties do hereby covenant and agree as follows:

1. Grant of Non-Exclusive Revocable License. During the term of this Agreement, Licensee is authorized, on a non-exclusive basis, and subject to the terms of this Agreement and applicable law, to install the Cameras on the Tower and construct the Building for the limited purpose set forth above, all at the sole cost and expense of Licensee. All parts of Cameras and related equipment and attachments, and the Building and its contents, must be owned and operated by Licensee, other than power supplies owned and provided by Owner.

2. No Grant of Authority. Nothing in this Agreement shall be construed as granting to Licensee the authority to install any Camera on the Tower, or construct the Building on the Property, at any particular location. Specific prior authority to install a Camera on the Tower and construct the Building on the Property must be obtained from Owner. Licensee expressly acknowledges that this Agreement does not constitute a conveyance of a real property interest or an interest in the Tower or the Property, and that the Cameras and the Building will at all times be used for the public purpose of providing safety and security.

3. No Warranty. Owner makes no, and hereby disclaims, any and all express or implied warranties regarding the condition or safety of the Property or the Tower, including any implied warranty of merchantability or fitness for a particular purpose. Licensee further acknowledges and agrees that it has an obligation to inspect the Property and the Tower, at its sole cost and expense, prior to commencing any work upon or entering the Property.

4. Compliance with Applicable Law. Licensee shall at all times comply with all applicable federal, state and local laws, rules, orders and regulations. Licensee acknowledges that Owner may develop rules, regulations, and specifications that apply to the construction, reconstruction, attachment, movement, placement, installation, location, removal, reattachment, reinstallation, replacement, or relocation of any Camera or the Building, and such rules, regulations, and specifications must govern Licensee’s activities as if they were in effect at the time the Agreement was executed, and shall not be considered an impairment of the rights provided under this Agreement.

5. Unassignable. Licensee shall not transfer, encumber, or assign this Agreement without the prior written consent of Tenant.

6. Limitation of Liability. Licensor shall not be liable to Licensee, or those claiming through or under Licensee, for injury, death, or property damage occurring in, on, or about the Property, and/or in any way relating to or arising out of the installation, construction, maintenance, operation and/or removal of the Cameras and/or the Building.

7. Insurance. Licensee, at its own cost and expense, shall provide and keep in force for the benefit and protection of Owner and Licensee, as their respective interests may appear, and with Owner as an additional named insured, a general liability and property casualty policy or policies in standard form protecting Owner and Licensee against any and all liability occasioned by accident or disaster arising from or related to the Property, the Tower and/or the Cameras and/or the Building, with minimum limits as determined by Owner. Owner shall have the right to settle and adjust all liability claims related thereto; and upon written request of Owner, Licensee shall, at Licensee's own cost and expense, appear for and defend Owner in any action to which Owner may be made a party arising out of any such claim for insurance or damage (except those suits resulting solely from Owner's unlawful or grossly negligent acts). Owner shall be responsible for insuring all of its personal property located at the Property, including, without limitation, the Cameras and the Building, and all equipment, cables and other property related thereto.

8. Term. The term of this Agreement shall continue for and during a term of **ten (10) years** beginning on the date hereof, unless earlier terminated by Owner, in its discretion, on thirty (30) days written notice to Licensee ("Term"). The Parties may extend the term of this Agreement by written agreement.

9. Divisibility. If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

10. Entire Agreement. This instrument contains the entire and only agreement between the parties, and no oral statement or representations or prior written matter not contained in this instrument shall have any force or effect. This Agreement shall not be modified or amended in any way except by a writing executed by both parties.

11. Choice of Law. This Agreement shall be governed by the laws of the State of South Carolina, without regard to conflict of law principles.

[ONE SIGNATURE PAGE FOLLOWS]
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IN WITNESS WHEREOF the undersigned parties have caused this Water Tower Attachment License Agreement to be executed as of the day and year first above written:

OWNER:

CITY OF CLEMSON, SOUTH CAROLINA

By: _____

Print Name: _____

Title: _____

LICENSEE:

CLEMSON UNIVERSITY

By: _____

Print Name: _____

Title: _____

**CITY OF CLEMSON
AGENDA ITEM REQUEST FORM**

Requested by: Nathan Woods

Date Submitted: March 28, 2024

Council Meeting Date: April 1, 2024

Type of Request: (check only one)

☐ Report/Discussion

☒ Policy/Action

☐ Executive Session

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

First 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.

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:

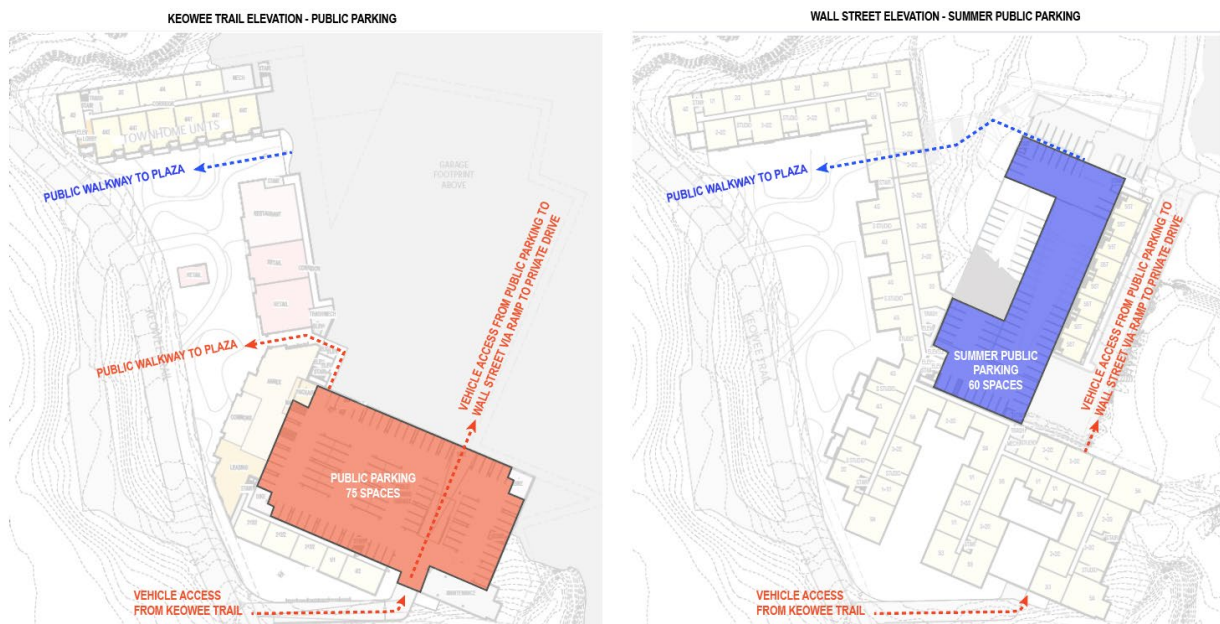
- i) One (1) year of abated rent for leases of at least five (5) years and credit acceptable to Developer.
- ii) In addition to the Tenant Improvement Allowance Bond, Developer shall offer an additional \$40/sf in Tenant Improvement Allowance monies for leases with a base term of at least five (5) years 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

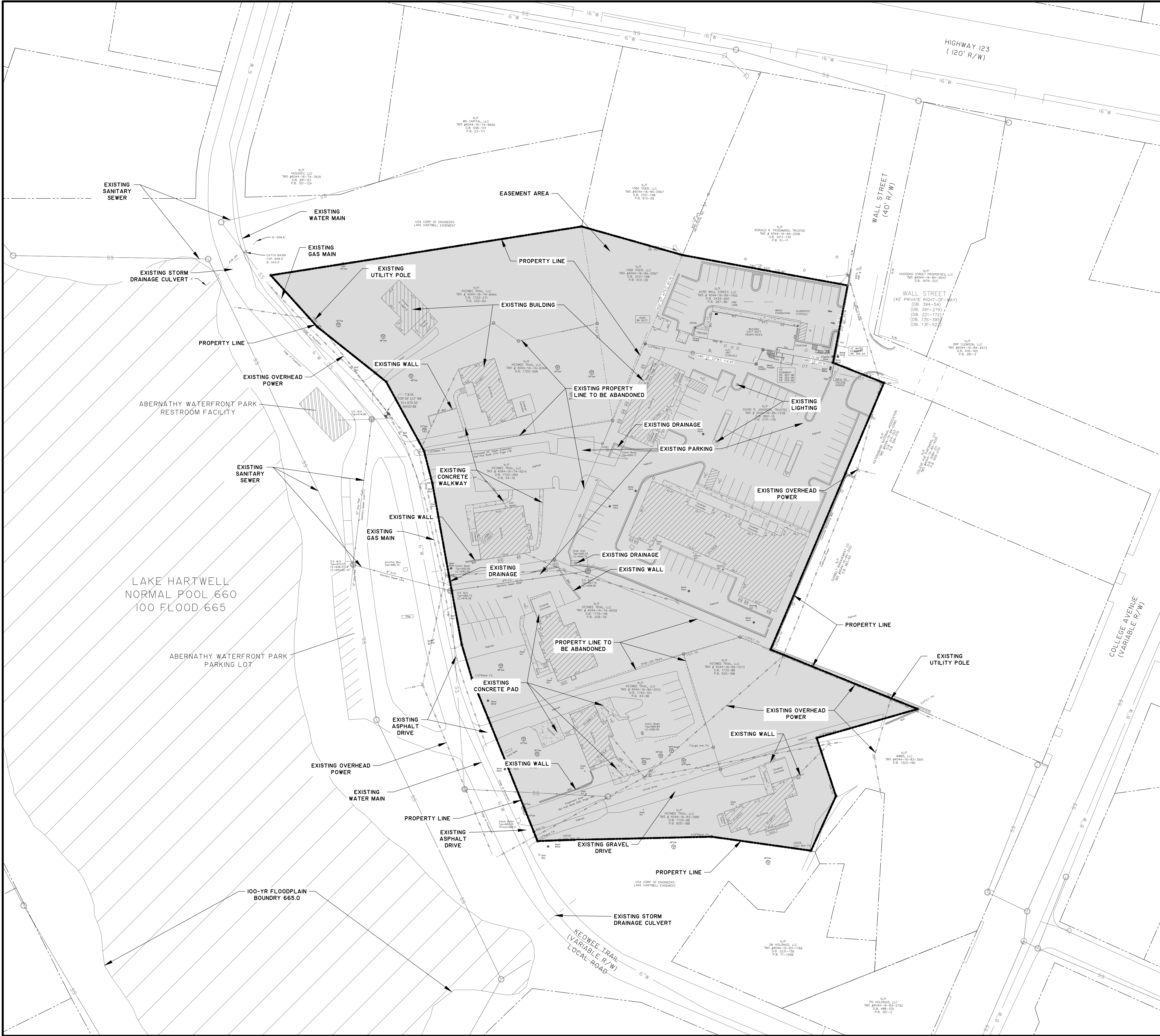
PARCEL 8:

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:

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: 18I260

DATE: 9/2/18

No.	REVISIONS	BY	DATE



CLEMSON HUB

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

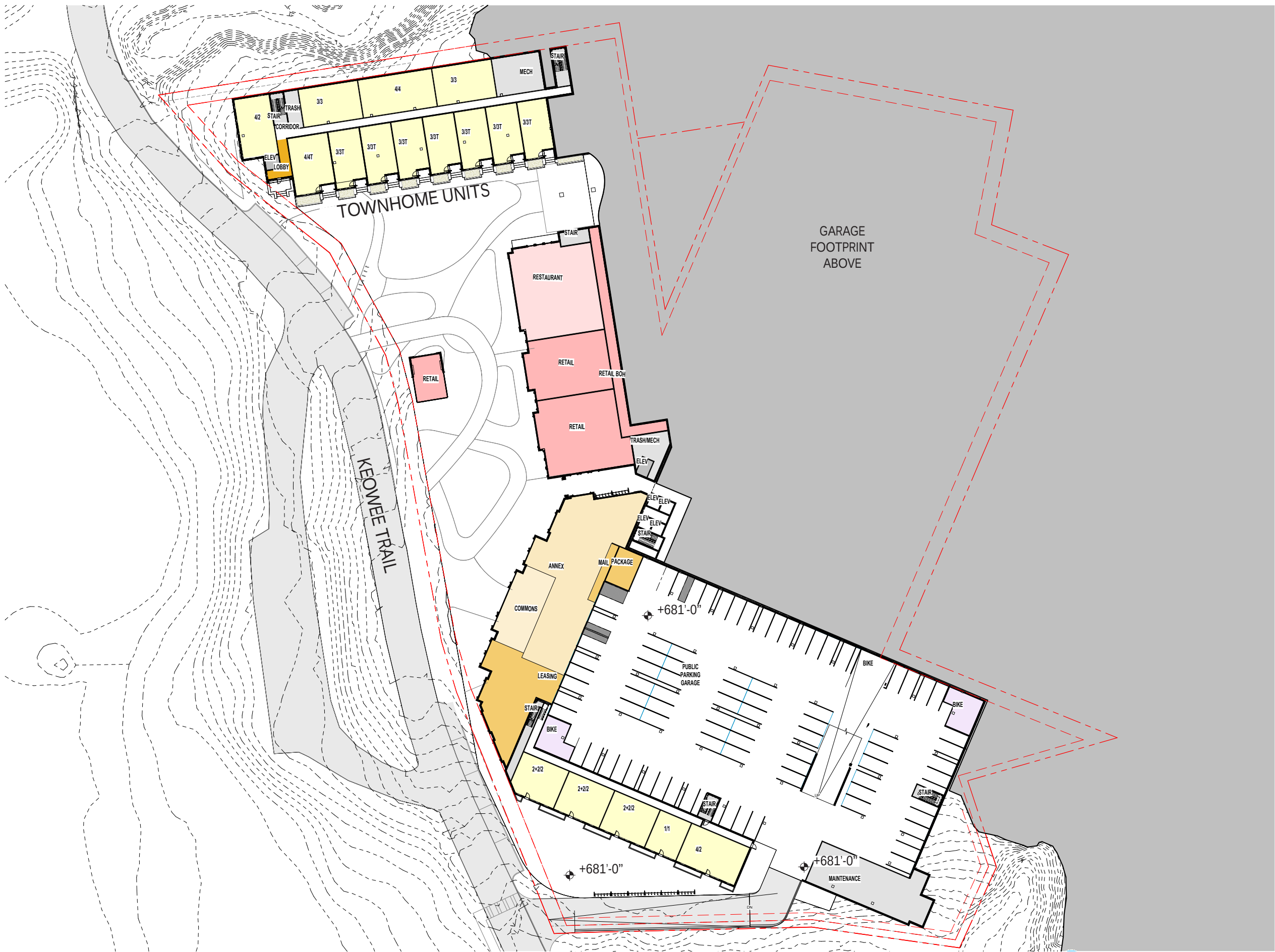


JOB NO:	31506.0000
DATE:	2-2-24
DRAWN:	TJB
DESIGNED:	CAE
REVIEWED:	JLH
APPROVED:	JLH
SCALE:	1" = 50'

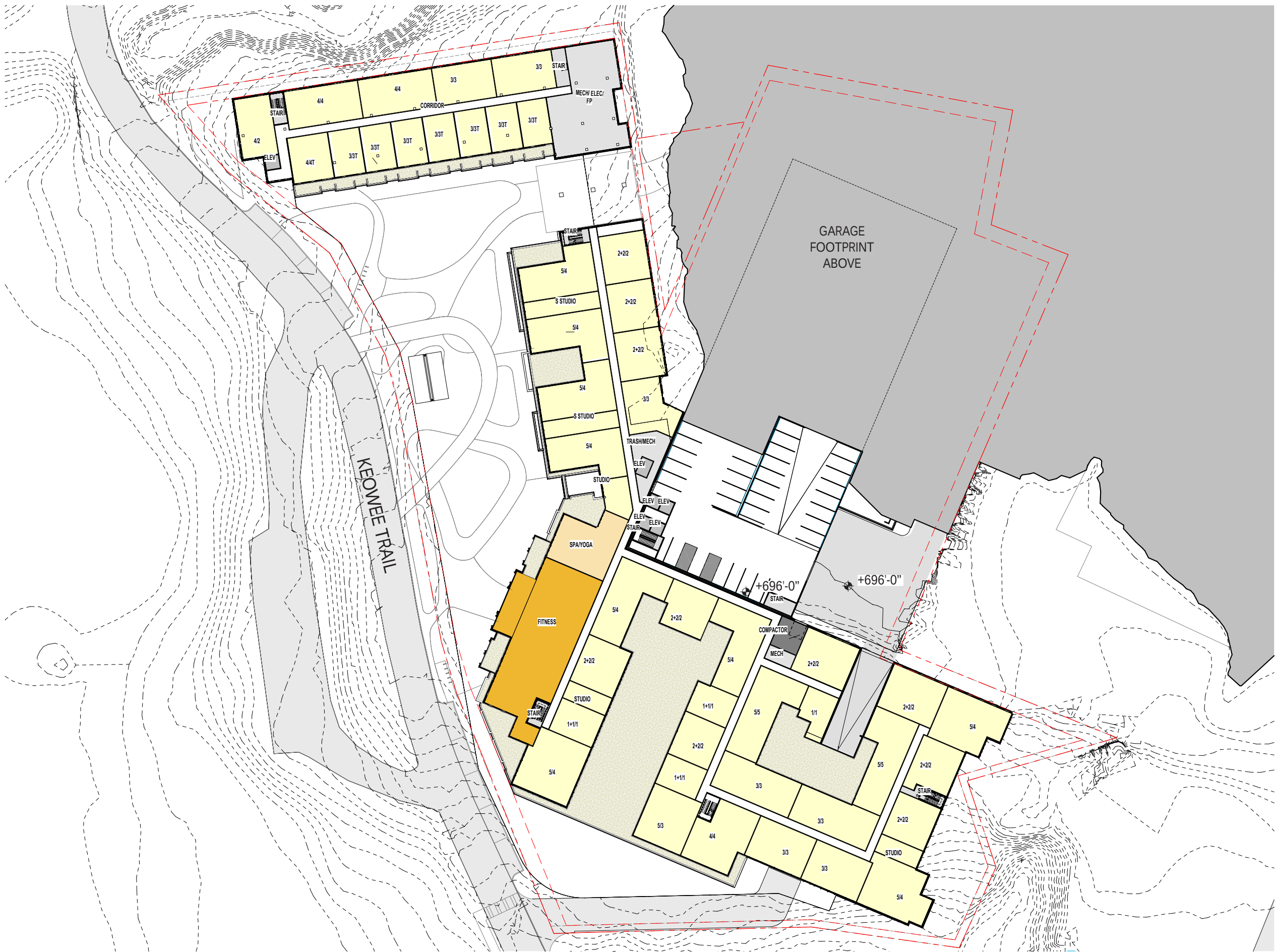
EX1.1

ARCHITECTURAL SITE PLAN - OVERVIEW





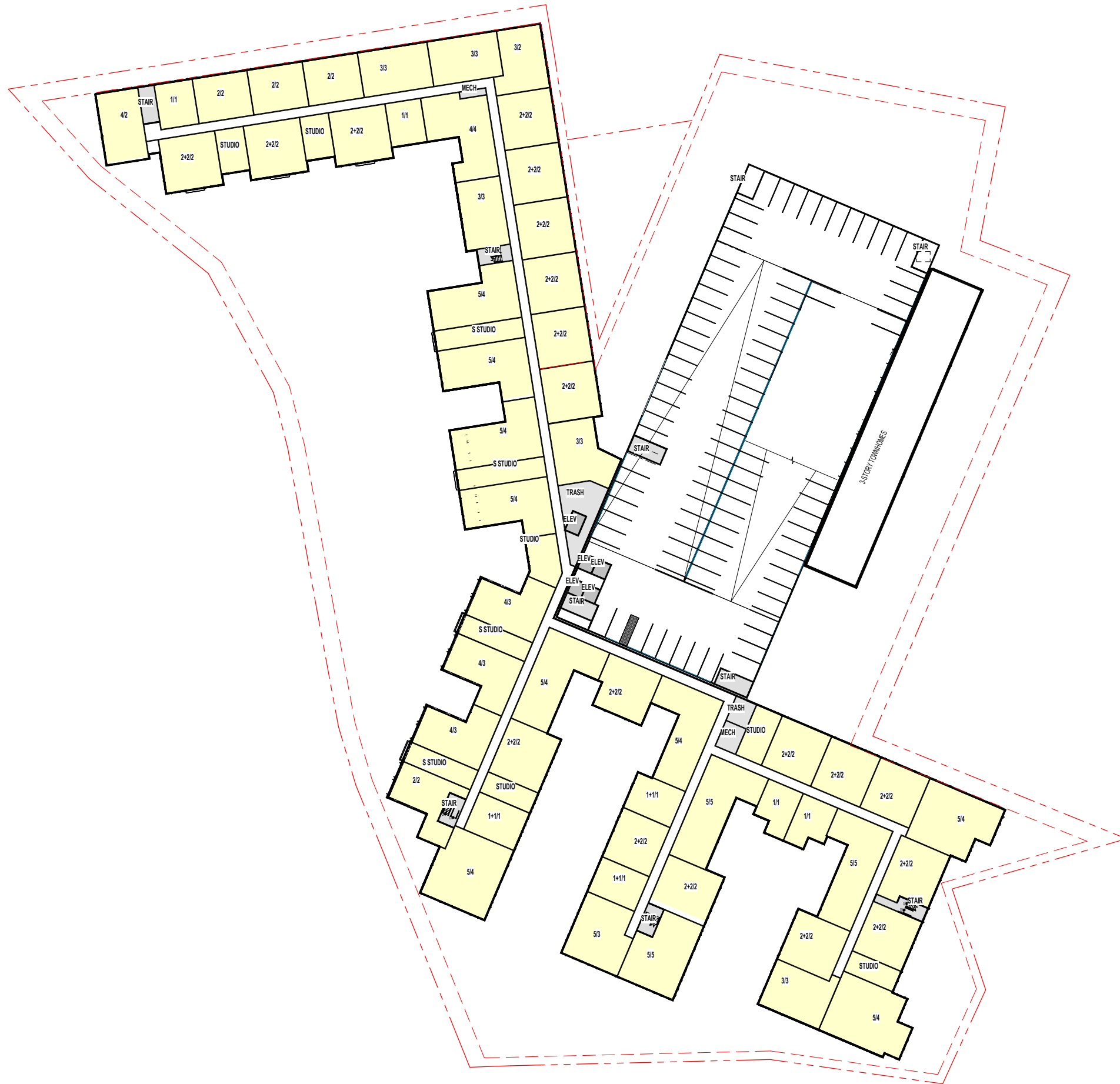
HUB CLEMSON - LOWER LEVEL 02
EL. 681'-0"



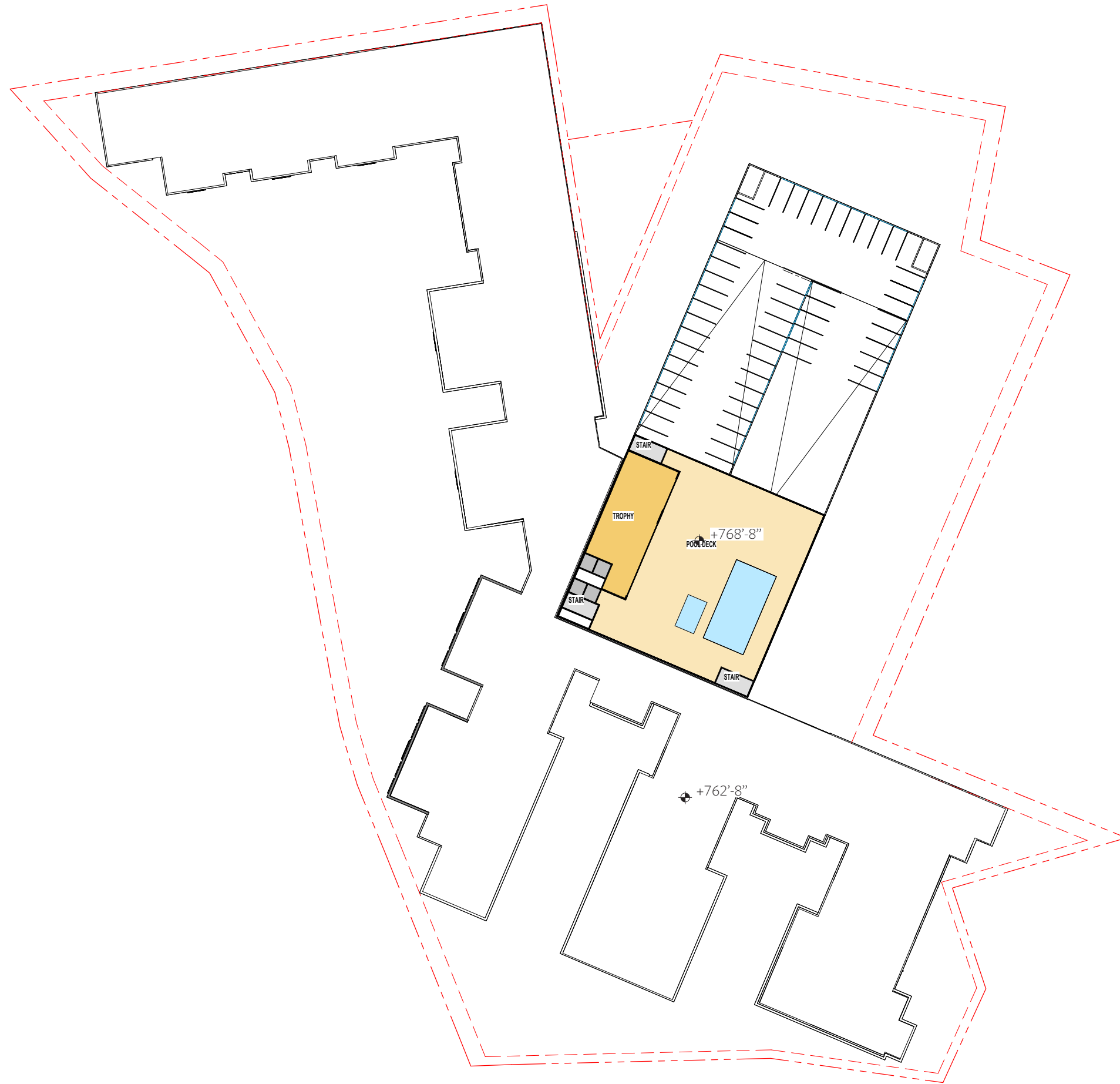
HUB CLEMSON - LOWER LEVEL 01
EL. 696'-0"







HUB CLEMSON - TYPICAL FLOOR



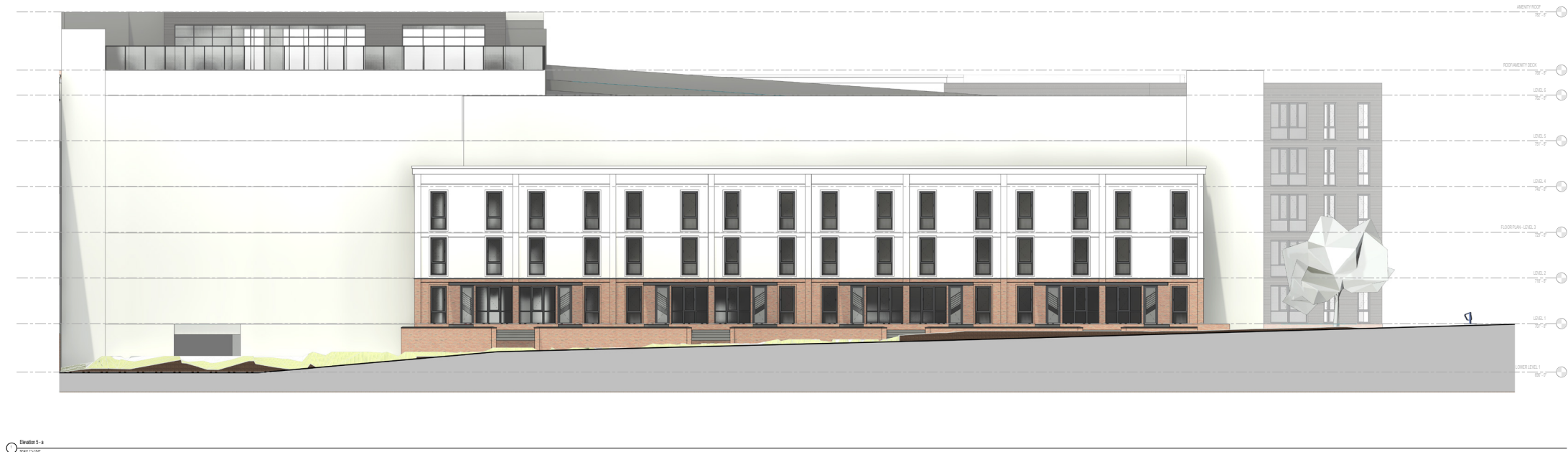
HUB CLEMSON - AMENITY ROOFTOP

EL. 774'-4"

EXHIBIT C - ELEVATIONS



HUB CLEMSON - ELEVATIONS



HUB CLEMSON - ELEVATIONS

EXHIBIT D – RENDERINGS



Tower texture

Off-white EIFS

Red brick

Fiber cement panel

HUB CLEMSON - MATERIALS



HUB CLEMSON - VIEW



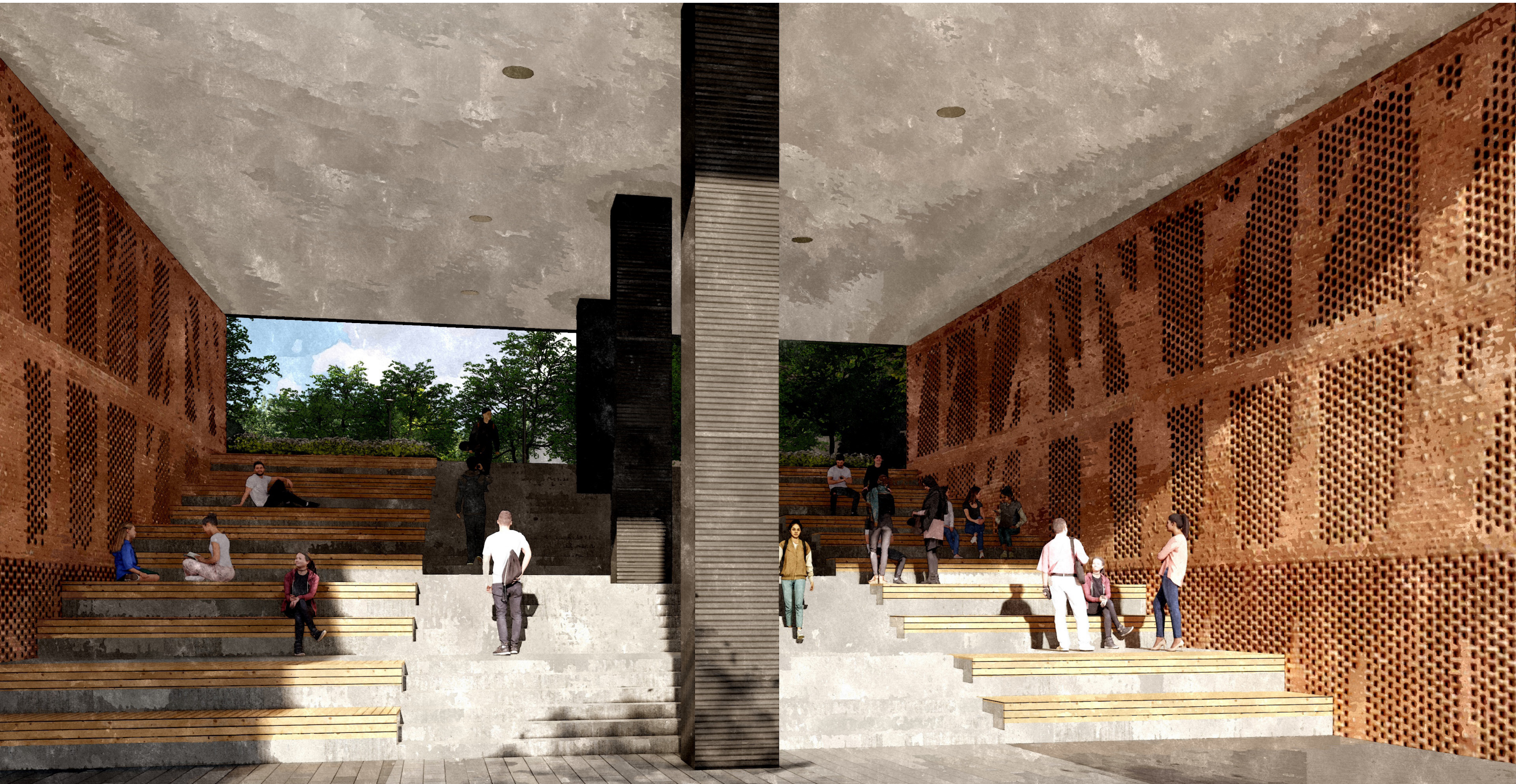
HUB CLEMSON - VIEW



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
 - o Due to the increased trips, a concrete median will be required on SC-133. The median should be designed to not block the lefts into the Osaka Express shopping center. A standard “pork chop” may not be necessary, or physically possible to design on Wall Street.
 - 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.
 - o An PHB (or similar) should be considered to safely cross SC-133 at or near this location (possibly at Strode Circle). This will likely be a need triggered by the adjacent Signet Project as well; therefore, assuming both Developments come to fruition, they should work together to insure this mitigation is met. The location of the PHB should also be vetted through the City of Clemson as it relates to their future Streetscape Project.

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.

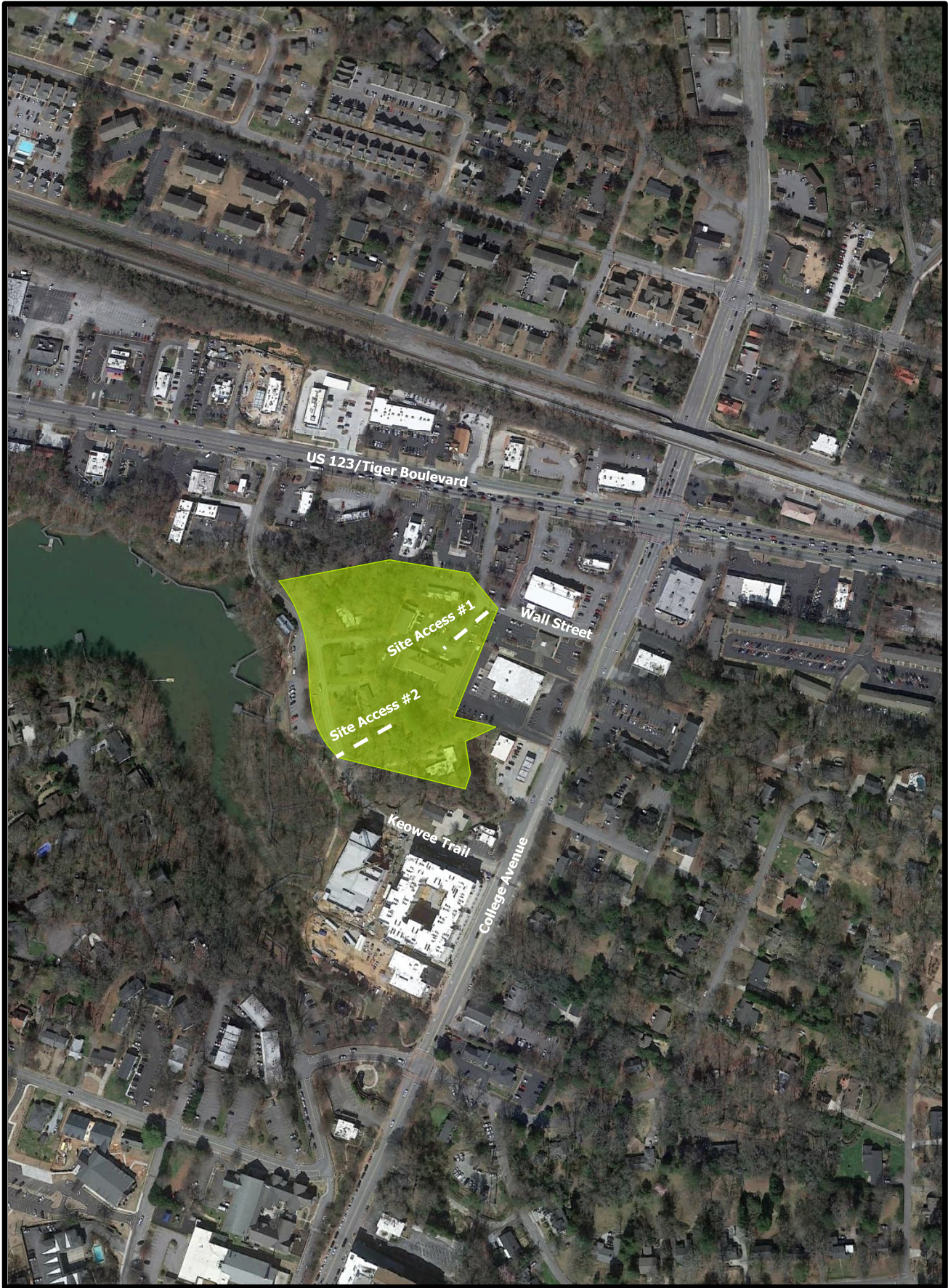
The traffic impact study considers the weekday AM peak period (between 7:00 AM and 9:00 AM) and the weekday PM peak period (between 4:00 PM and 6:00 PM) as the study time frames. The following intersections are studied:

- 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*.

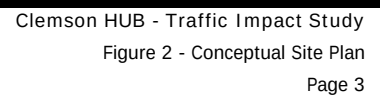
The site location is shown in *Figure 1* and the conceptual site plan is shown in *Figure 2*.





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

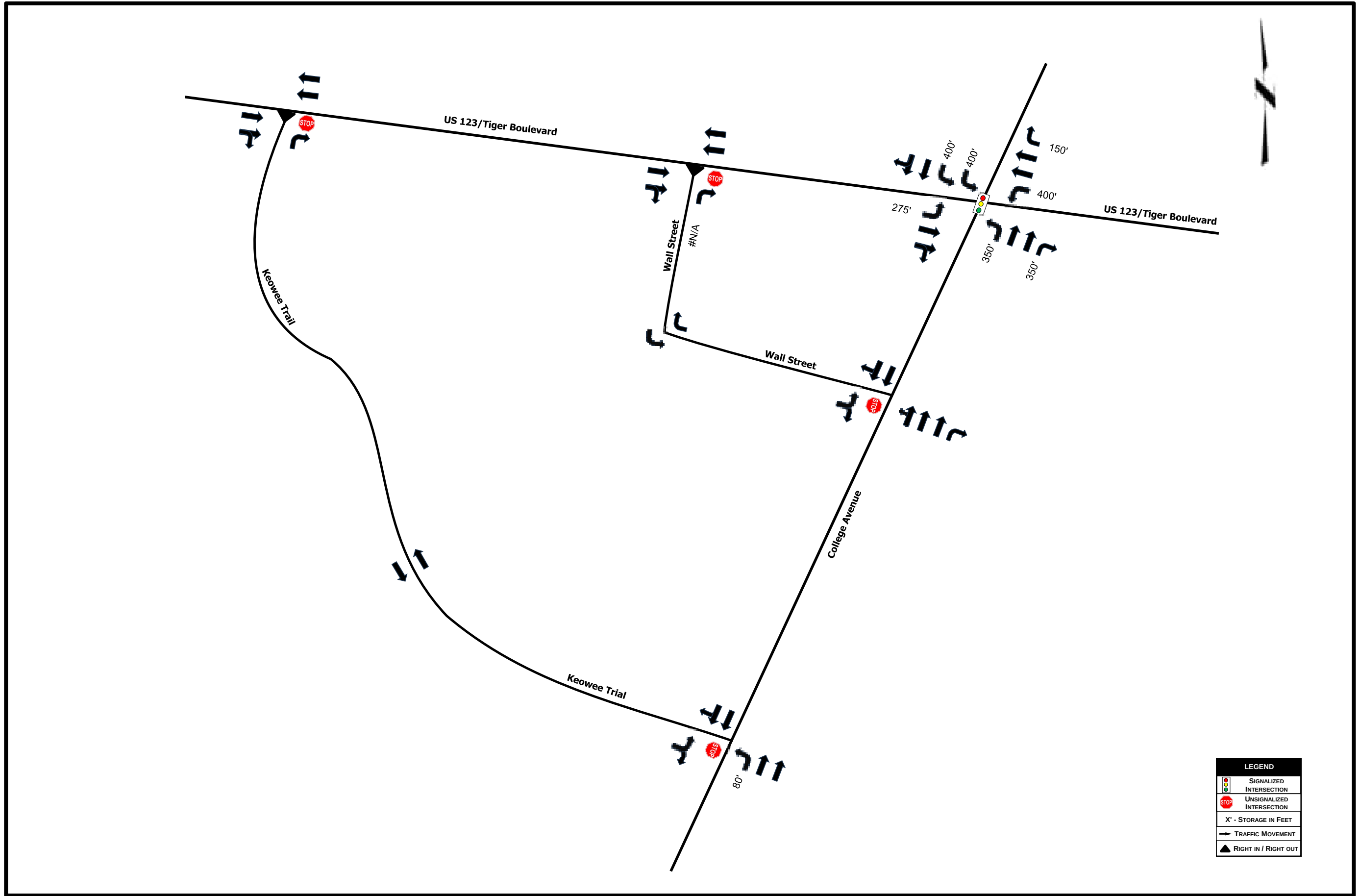
Vehicle turning movement counts were collected for this study by Short Counts. *Table 2* contains the count location and date collected.

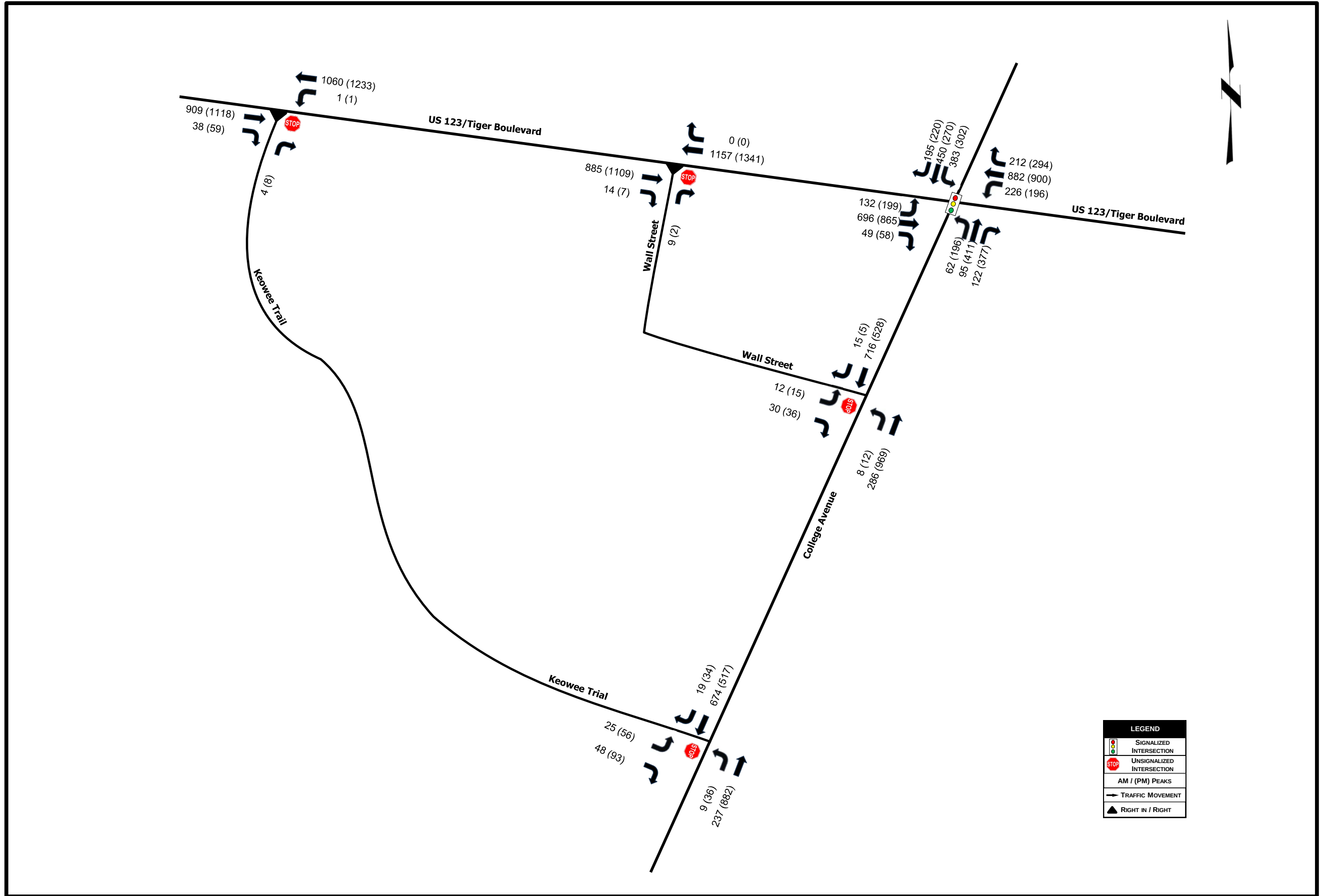
Table 2 – Traffic Data Collection

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*.







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).

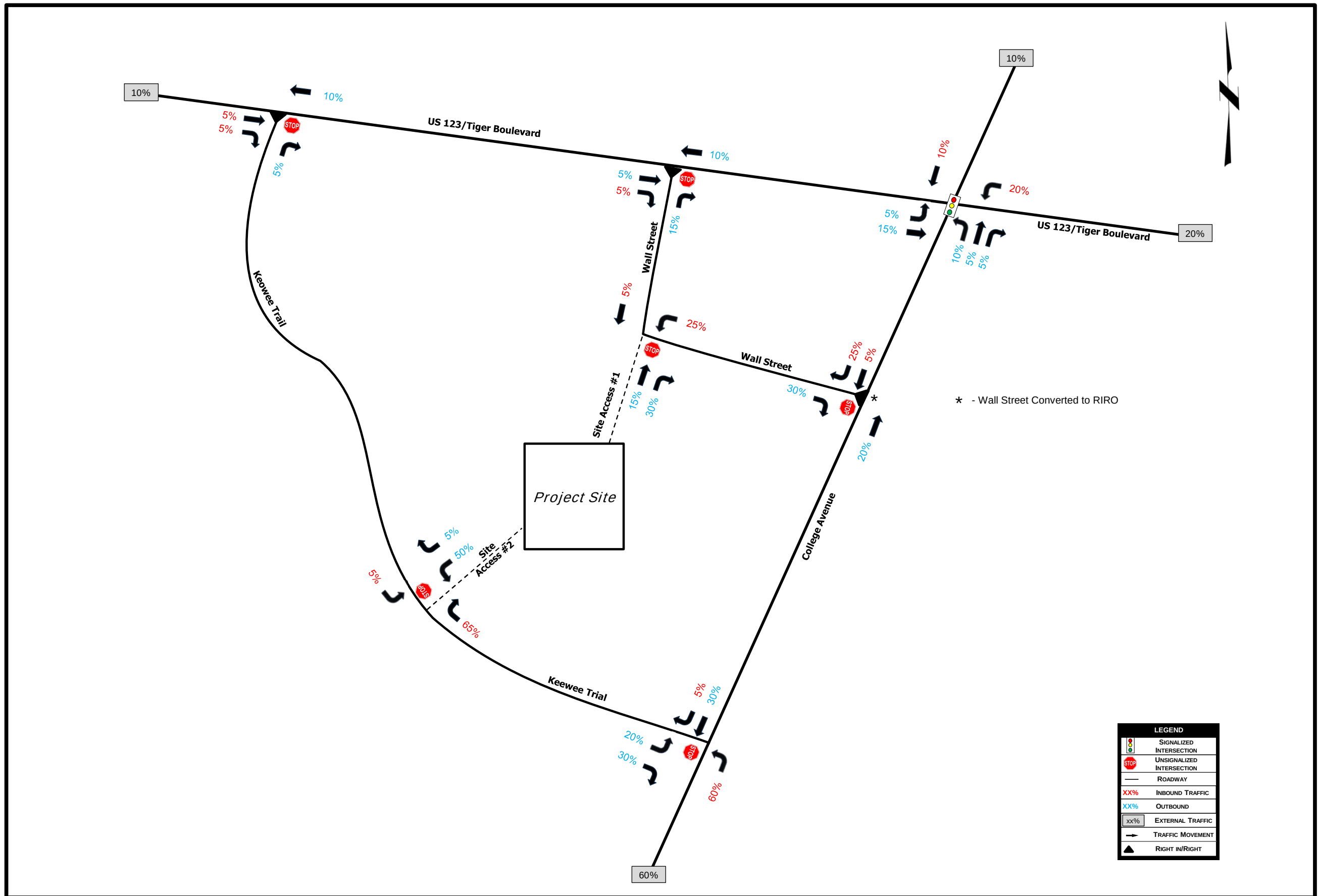
The directional distribution assumptions and assignment for Scenario 1 are shown in *Figures 5 and 6*, respectively. The directional distribution assumptions and assignment for Scenario 2 are shown in *Figures 7 and 8*, respectively.

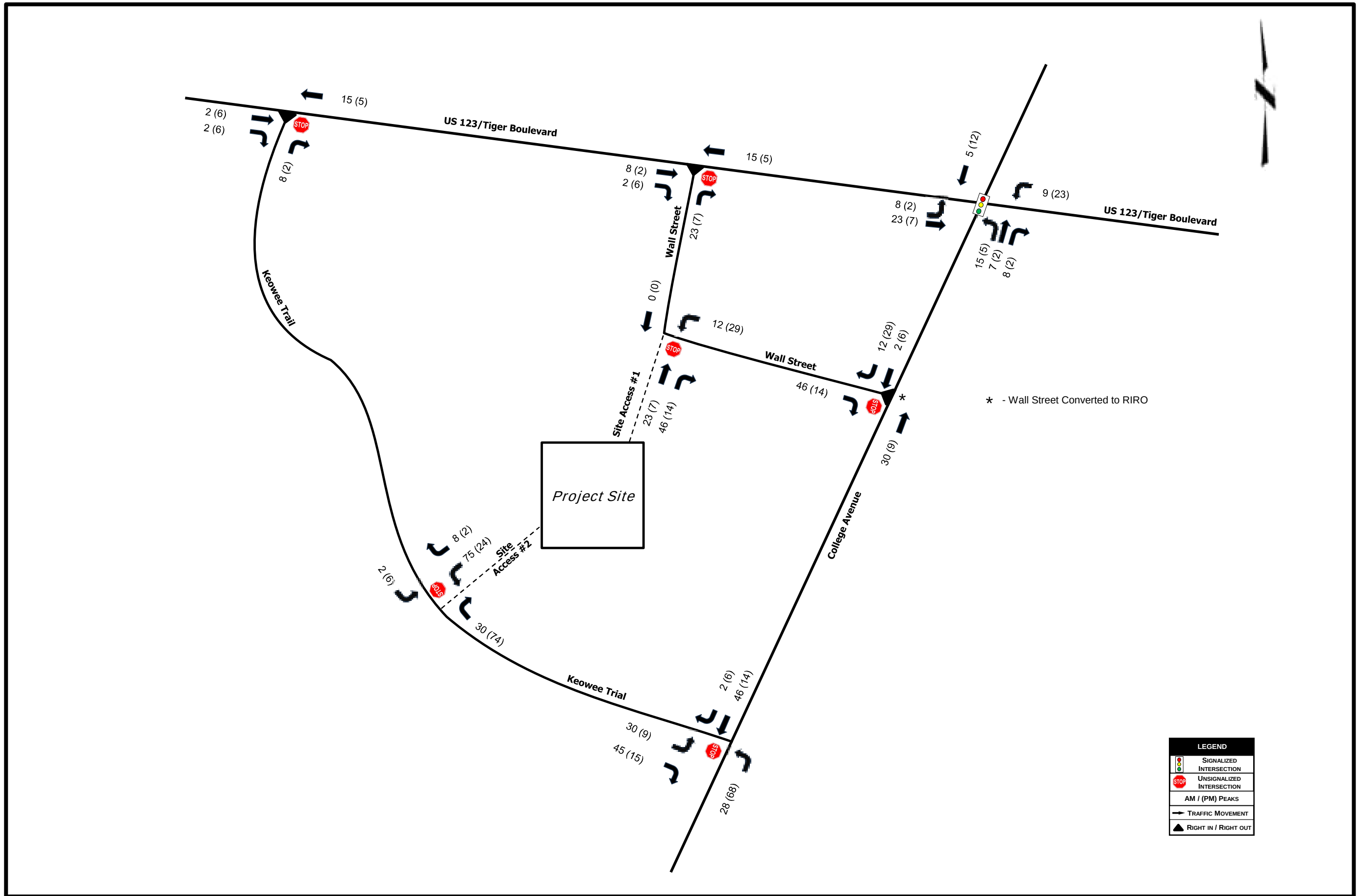
Pedestrian, Bike, and Transit Trip Distribution

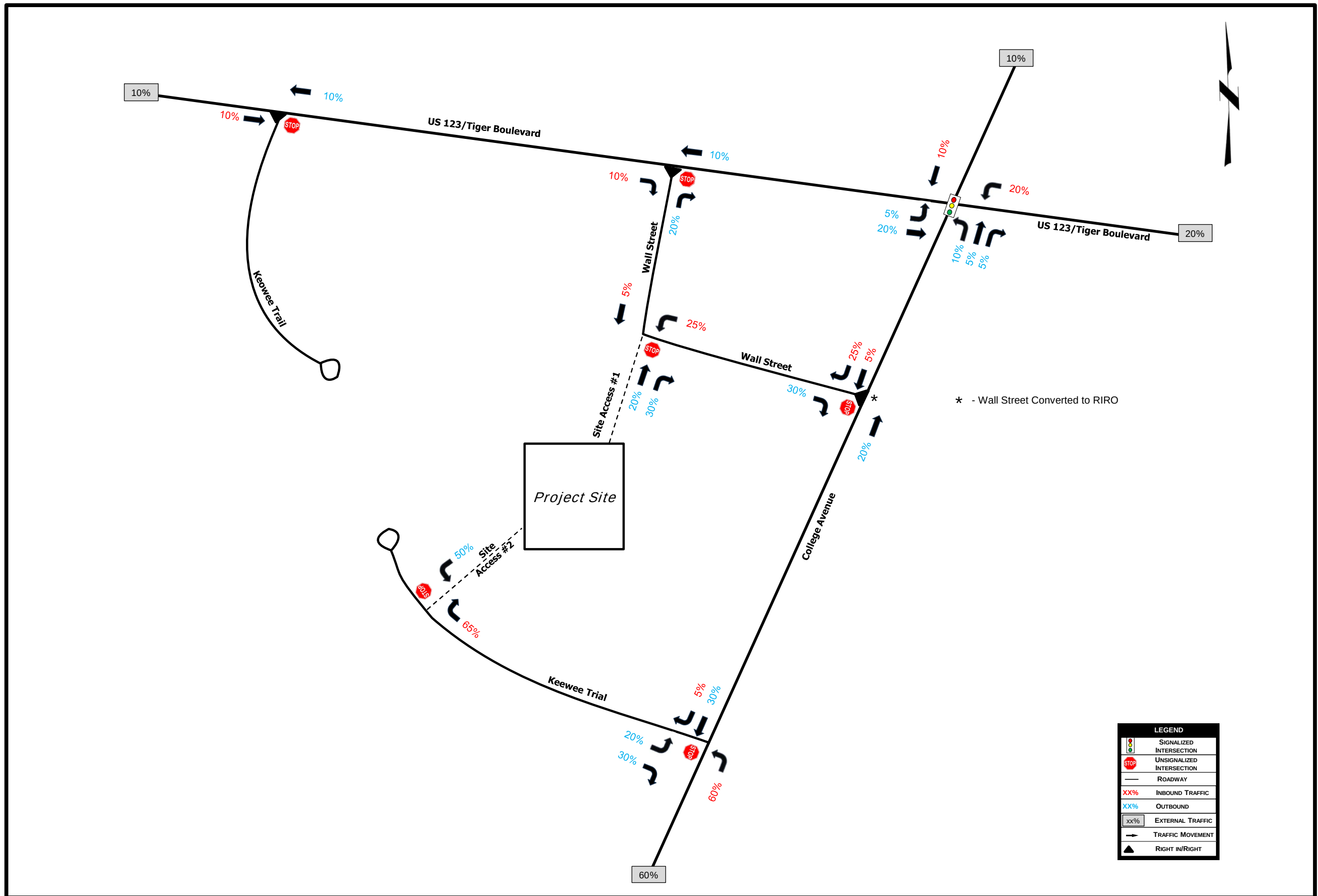
The development is anticipated to be marketed to college students. With its proximity to downtown Clemson and the Clemson campus, a large number of development trips will either be non-motorized (pedestrian/bike) or will utilize the free Clemson CATS transit system.

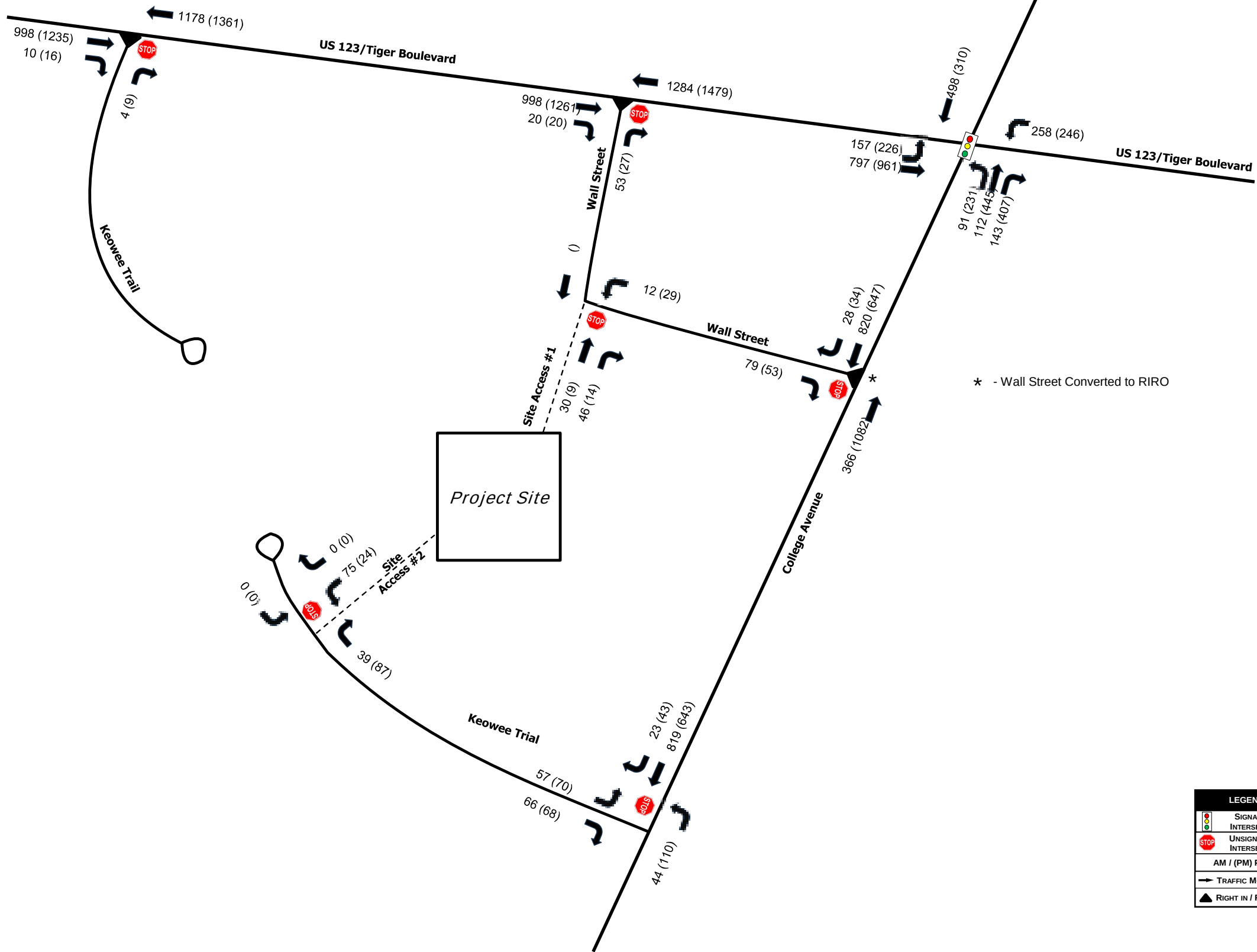
Existing pedestrian and bike facilities exist on College Avenue and along Keowee Trail for approximately 300 feet. The development is anticipated to provide pedestrian connections to these existing facilities. The new non-vehicular trips are expected to use the pedestrian facilities and transit stops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











LEGEND	
	SIGNALIZED INTERSECTION
	UNSIGNALIZED INTERSECTION
	AM / (PM) PEAKS
	TRAFFIC MOVEMENT
	RIGHT IN / RIGHT OUT

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*.

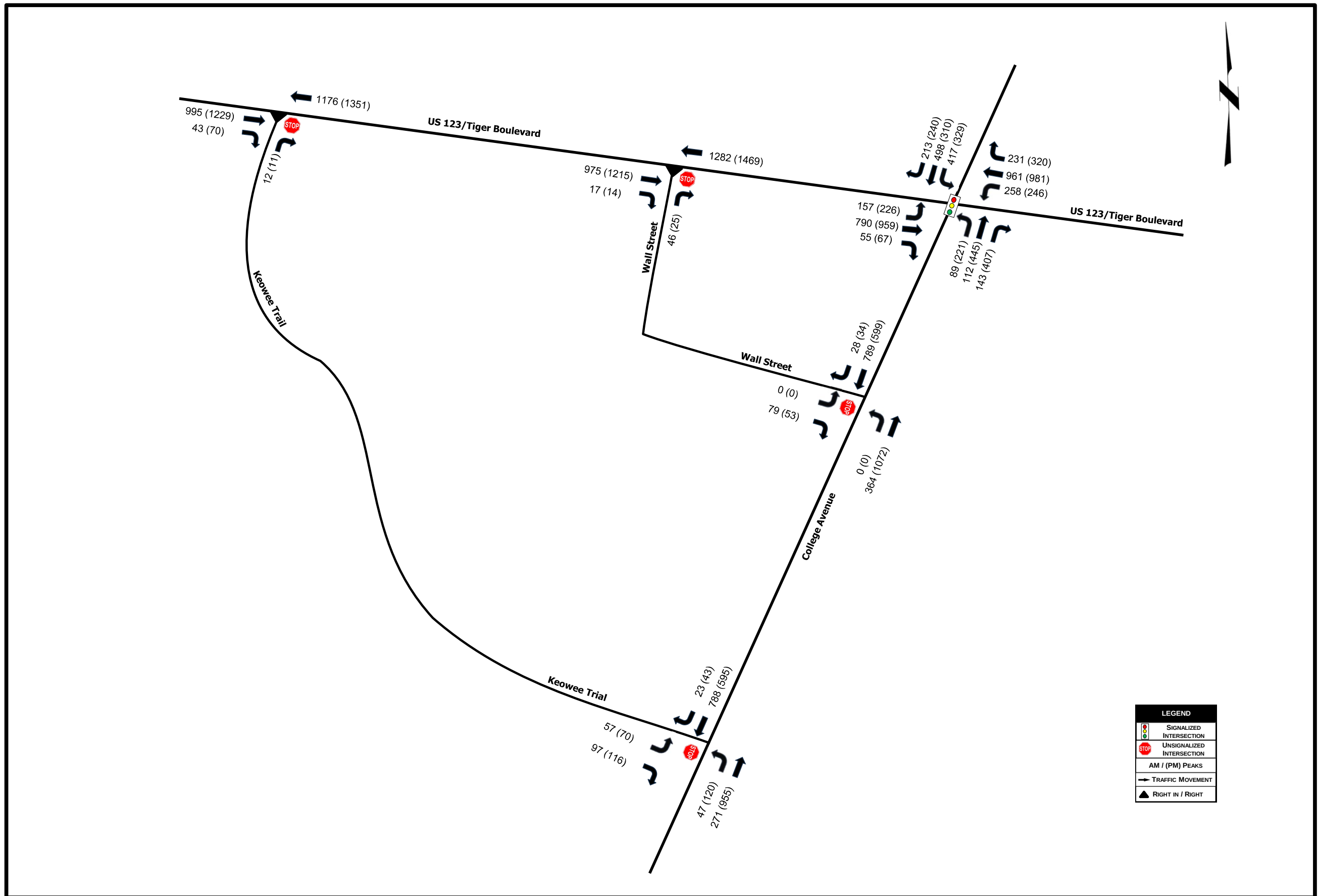
Volumes were also developed for roadway Scenario 2, which would close Keowee Trail to through traffic. The background conditions for Scenario 2 assume 75% of the southeastern trips turning on Keowee Trail from SC 123 would reroute to the signal at SC-133 & SC 123. Also, it was assumed that 25% of the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

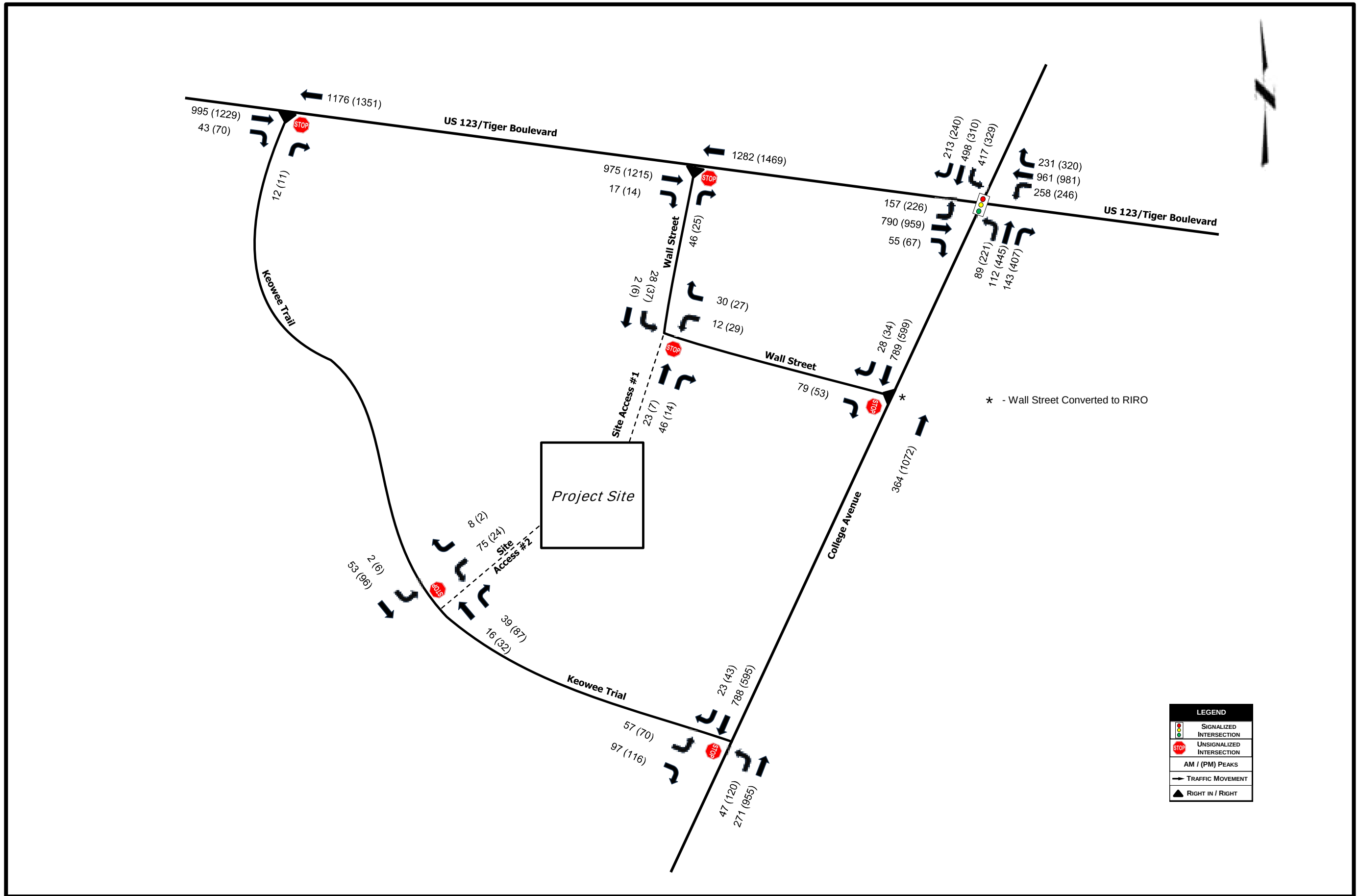
Build Out Traffic Volumes

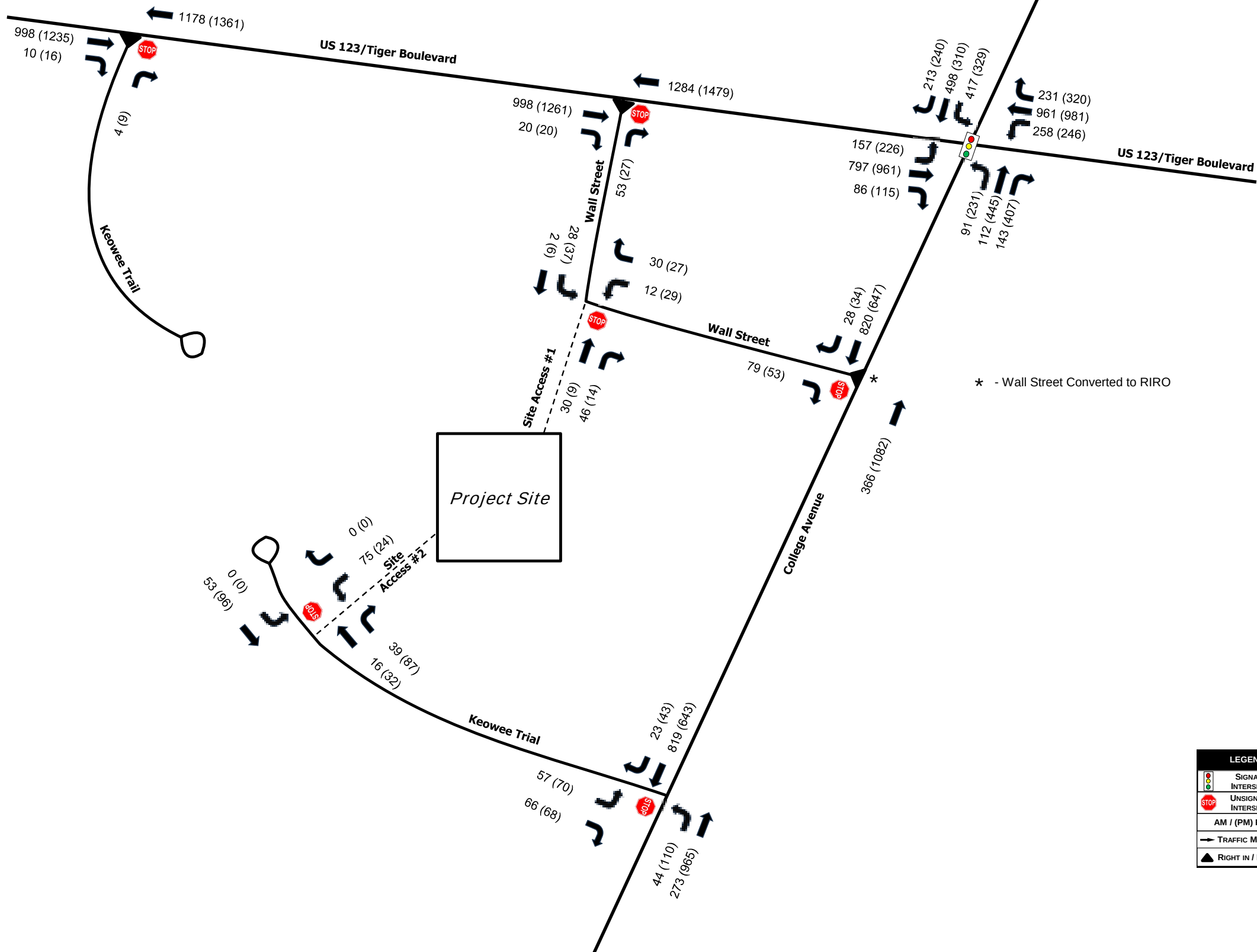
The 2027 Build traffic volumes were developed by adding the site generated traffic volumes to the 2027 No-Build traffic volumes. The 2027 Build volumes for Scenario 1 are illustrated in *Figure 10*. The 2027 Build volumes for Scenario 2 are illustrated in *Figure 11*.

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

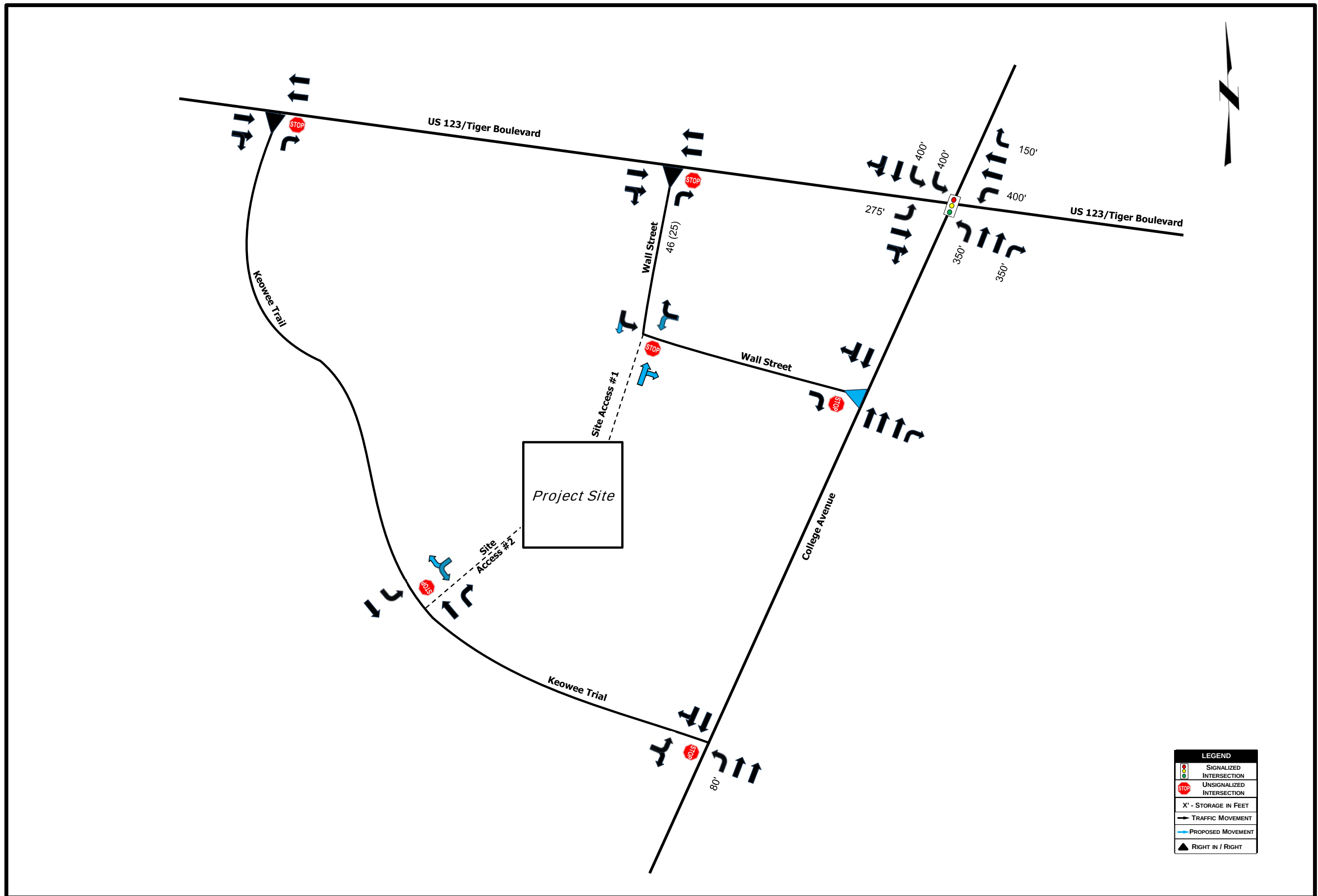
Analysis indicates the intersection is anticipated to continue functioning adequately. With the anticipated design volumes, a traffic signal is not anticipated to be needed. Delays are not anticipated to be excessive, however, restrictions to the westbound left turn movement (i.e. signage indicating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

Pedestrian & Transit Connectivity

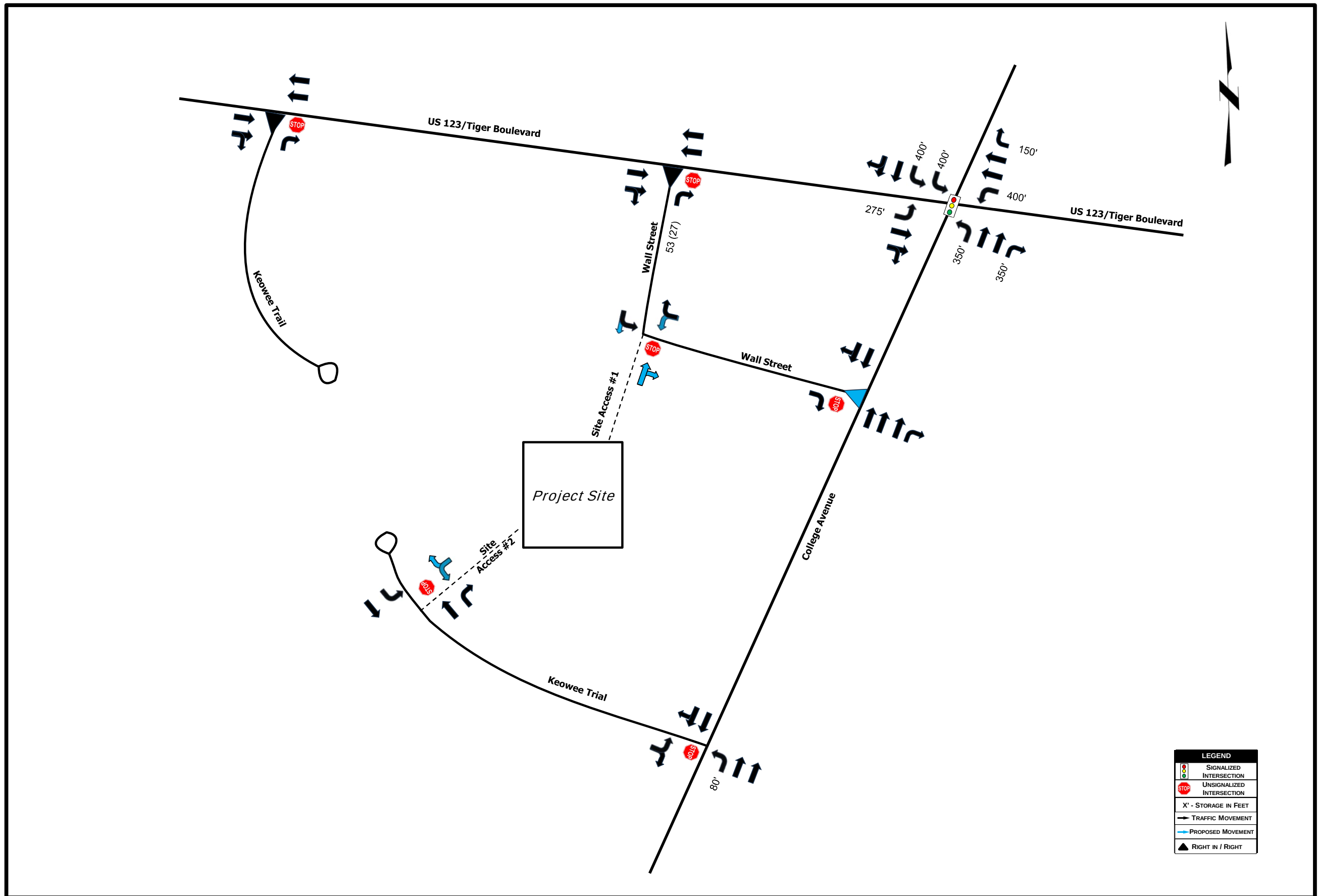
To accommodate non-vehicular trips, pathways/sidewalks to and from the development should be connected to existing infrastructure. This may include, connections to the Abernathy Park pedestrian network and sidewalks along Keowee Trail to connect to College Avenue and the CAT bus stop at the corner of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



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.

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.

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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.

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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
 - o Due to the increased trips, a concrete median will be required on SC-133. The median should be designed to not block the lefts into the Osaka Express shopping center. A standard “pork chop” may not be necessary, or physically possible to design on Wall Street.
 - 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.
 - o An PHB (or similar) should be considered to safely cross SC-133 at or near this location (possibly at Strode Circle). This will likely be a need triggered by the adjacent Signet Project as well; therefore, assuming both Developments come to fruition, they should work together to insure this mitigation is met. The location of the PHB should also be vetted through the City of Clemson as it relates to their future Streetscape Project.

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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.





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 approving a contract with The MD Company in an amount not to exceed \$73,000 for the fabrication and installation of four entryway signs.

Agenda Item Detail: (expand as necessary for clarification)

An invitation to bid on the fabrication and installation of 4 entryways signs was put out on February 19, 2024 and closed on March 5, 2024. We recieved 5 bids. The bid tabulation sheet is attached. The low bidder was 'The MD Company'. They have prior positive work experience with the City.

The signs will be replacing the following signs:

- HWY 123 @ Dockside
- HWY 76 @ Pickens County / Anderson County line
- HWY 123 @ Issaqueena Trail exit
- Pendleton Road / Issaqueena Road Intersection

The signs at HWY 123 @ Dockside and HWY 76 @ Pickens County / Anderson County line will be joint signs with Pickens County. The County has approved the design and the cost for these signs will be split 50/50.

Cost (City Portion): \$54,750

Cost (County Portion): \$18,250

Total: \$73,000

\$55,000 in Hospitality Tax funds was budgeted in the FY24 budget for this project.

CONDITIONAL SALES CONTRACT / PROPOSAL

This contract made by and between **The MD Companies, LLC** hereinafter called "Seller" and **The City of Clemson** hereinafter called "Purchaser".

In consideration of the purchase price of **\$ 70,000.00 + \$ 3,000.00 tax**, seller agrees to build, furnish, deliver and install, at the location herein specified, the sign package, in accordance with the specifications herein set forth.

Purchaser agrees to pay seller the purchase price as follows: **50% Deposit + tax, or \$ 38,000.00** earnest money upon the execution hereof, and the balance thereof, or **\$35,000.00**, at the time of delivery and proper erection. Said purchase price does not include the cost of electrical wiring and installation thereof from building to said sign. **NOTE: BALANCE IS DUE IMMEDIATELY UPON INSTALLATION OF SIGN.** All warranties herein shall become void if Seller does not receive final payment within the time period stated in contract. The Purchaser further agrees to pay one and one-half percent interest charge per month on all past due amounts.

Seller agrees to secure and pay for all necessary permits for the erection of said sign as and when required by municipal, county, state and/or other authorities. Purchaser will be billed separately for permit cost and acquisition fees.

Upon the acceptance of said sign and/or payment of the full purchase price by Purchaser, Seller's duties hereunder shall cease and determine except that Seller guarantees said sign against electrical defects, ballast and/ or transformer for a period of 1-year from the date of installation, including labor. It is agreed by the parties that there shall be no further liability on the part of the Seller after delivery of said sign.

Seller agrees to have said sign completed and installed within **6-8 weeks** from date of payment of the earnest money called for herein. **Delay due to weather, securing permits, labor stoppage or disruption, the moving of power lines or any other cause, natural or man-made, beyond the control of Purchaser or Seller shall not be considered as part of the aforementioned time.**

It is agreed by Purchaser that title to and ownership of said sign shall remain in Seller and that said sign shall remain personally at all times until said sign is fully paid for by Purchaser. In this connection, Seller shall have the right to go upon the land of Purchaser, as and when necessary, to remove said sign and Seller shall not be liable for trespass or nominal and consequential damages to Purchaser's property by reason of the removal of said sign. The Purchaser further agrees to pay all legal and other costs incurred including a reasonable attorney's fee of **\$250.00** or twenty-five percent of any amount due, whichever is higher, to the Seller's attorney, for the collection of the purchase price, or any part thereof. The Purchaser further agrees that should the Seller be required to take any legal action for the taking and removal of said sign, or for the collection of the purchase price, or any part thereof, that the jurisdiction for said legal action shall vest in the Court of Common Pleas for Lexington County, South Carolina, and the Purchaser voluntarily submits himself to the jurisdiction of this Court for said purpose.

This writing contains the entire agreement between the parties and no statement or other purported agreement not in writing and endorsed hereon or attached hereto shall be deemed to be a part hereof. The law of South Carolina shall govern this contract.

DESCRIPTION AND SPECIFICATIONS OF SIGN

Sign 1: 120" W X 93.5" H 2" ALUMINUM PANEL MASKED AND PAINTED BACKGROUND COLORS WITH 1/2" THICK RAISED DIMENSIONAL LETTERS AND LOGO

COLUMNS" 24" X 24" MANUFACTURED THIN CUT STONE VENEER (AS PER Mr. Hinkle)

Sign 2: 96" W X 56" H 2" ALUMINUM PANEL MASKED AND PAINTED BACKGROUND COLORS WITH 1/2" THICK RAISED DIMENSIONAL LETTERS AND LOGO

COLUMNS" 24" X 24" MANUFACTURED THIN CUT STONE VENEER

SIGN 3: TOP PANEL: 120" W X 56" H 2" ALUMINUM PANEL MASKED AND PAINTED BACKGROUND COLORS WITH 1/2" THICK RAISED DIMENSIONAL LETTERS AND LOGO

BOTTOM PANEL: 120" W X 37.5" H 2" ALUMINUM PANEL MASKED AND PAINTED BACKGROUND COLORS WITH 1/2" THICK RAISED DIMENSIONAL LETTERS AND LOGO

COLUMNS" 24" X 24" MANUFACTURED THIN CUT STONE VENEER

SIGN 4: TOP PANEL: 120" W X 56" H 2" ALUMINUM PANEL MASKED AND PAINTED BACKGROUND COLORS WITH 1/2" THICK RAISED DIMENSIONAL LETTERS AND LOGO

BOTTOM PANEL: 120" W X 37.5" H 2" ALUMINUM PANEL MASKED AND PAINTED BACKGROUND COLORS WITH 1/2" THICK RAISED DIMENSIONAL LETTERS AND LOGO

COLUMNS" 24" X 24" MANUFACTURED THIN CUT STONE VENEER

TERMS: 50% DEPOSIT + TAX WITH BALANCE DUE UPON COMPLETION OF SIGN.

Description of land and street address on which sign to be erected _____

This the _____ day of _____ 2024

_____(LS)

The MD Companies, LLC/ President

Purchaser

_____(LS)

Address of Purchaser

_____(LS)

Witness Signature

SIGN 1: HWY 123 @ ISSAQUEENA TRAIL EXIT RAMP



NOT TO SCALE - NOT TO BE USED FOR PRODUCTION

THE MD COMPANIES

108 White Oak Lane, Suite A Lexington, SC 29073/ 803.467.9994

CITY OF CLEMSON

DATE: 3-1-2024

DRAWING SCALE: 3/8" = 1'

DRAWN BY: Jason Freeman

APPROVAL SIGNATURE:

PROJECT MANAGER: HUNTER McCOY

E-MAIL: HUNTER@themdcompanies.net

WEB PAGE: www.themdcompanies.net

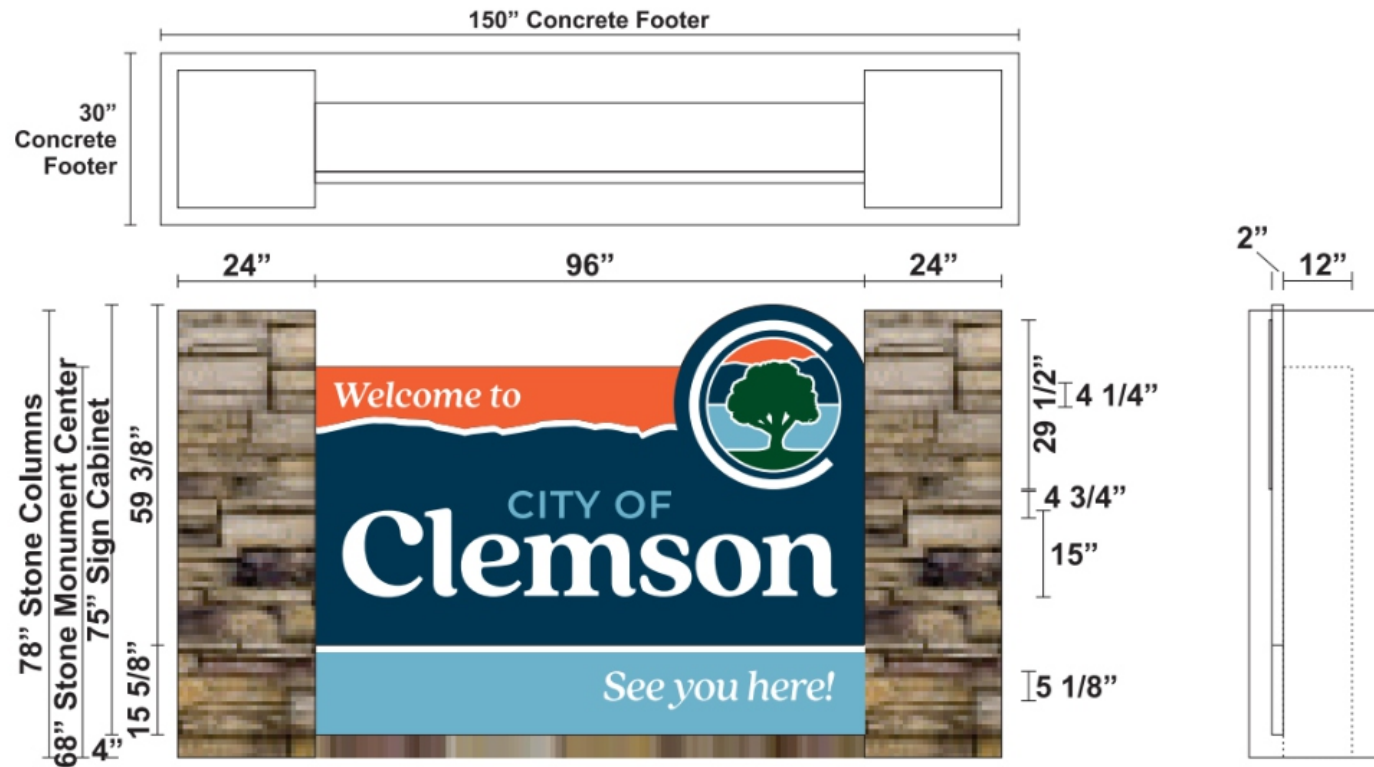
PHYSICAL ADDRESS:

CONTACT:

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SIGN 2: PENDLETON RD @ ISSAQUEENA TRAIL



NOT TO SCALE - NOT TO BE USED FOR PRODUCTION

THE MD COMPANIES

108 White Oak Lane, Suite A Lexington, SC 29073/ 803.467.9994

CITY OF CLEMSON

DATE: 3-1-2024

DRAWING SCALE: 3/8" = 1'

DRAWN BY: Jason Freeman

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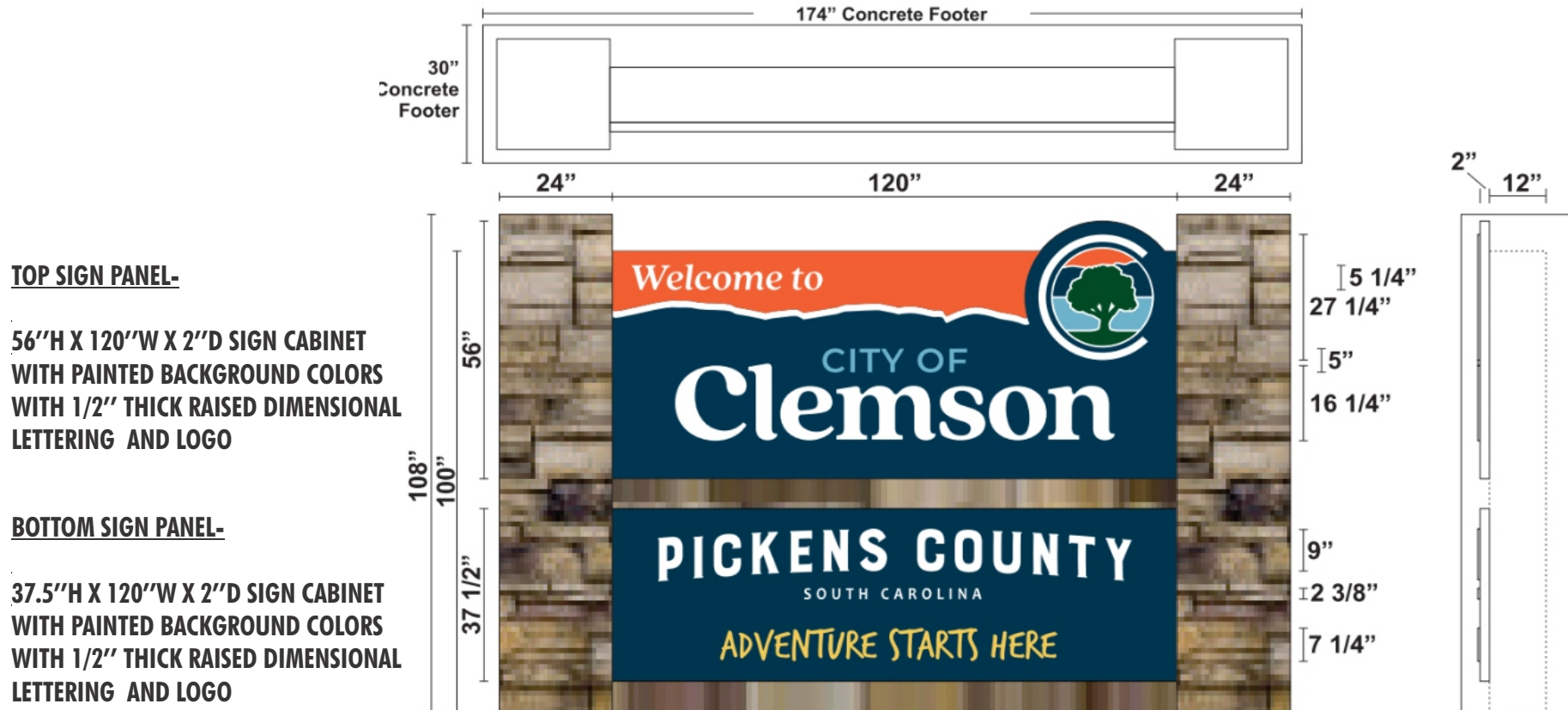
PHYSICAL ADDRESS:

CONTACT:

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SIGN 3: HWY 76 @ PICKENS COUNTY/ ANDERSON COUNTY LINE



NOT TO SCALE - NOT TO BE USED FOR PRODUCTION

 108 White Oak Lane, Suite A Lexington, SC 29073/ 803.467.9994	CITY OF CLEMSON	APPROVAL SIGNATURE:	PHYSICAL ADDRESS:	Copyright Notice © This drawing and all reproductions thereof are the property of THE MD COMPANIES and may not be reproduced, published, changed or used in any way without written consent.
	DATE: 3-1-2024	PROJECT MANAGER: HUNTER McCOY		
	DRAWING SCALE: 3/8" = 1'	E-MAIL: HUNTER@themdcompanies.net		
	DRAWN BY: Jason Freeman	WEB PAGE: www.themdcompanies.net	CONTACT:	

SIGN 4: HWY 123 @ DOCKSIDE



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The MD Companies, LLC

108 White Oak Lane Suite A
Lexington, SC 29073
(803) 794-4207
md@themdcompanies.net

INVOICE

SERVICE

Date:	3/15/2024
Work Order:	1203
Invoice:	1

Project Manager: Hunter McCoy

AMOUNT DUE: \$ 73,000.00

BILL TO

COMPANY: The City Of Clemson
ADDRESS: 1250 Tiger Boulevard
Clemson, SC 29631
NAME: Allison Gantte
PHONE: (864) 653-2030
EMAIL: agantte@cityofclemson.org
NOTES:

JOB LOCATION

COMPANY: The City Of Clemson
ADDRESS: 1250 Tiger Boulevard Clemson, SC 29631
NAME: Allison Gantte
PHONE: (864) 653-2030
EMAIL: agantte@cityofclemson.org
NOTES:

JOB DESCRIPTION	QTY	UNIT PRICE	LINE TOTAL	TAXED
4 City of Clemson Entrance Sign as described in the bid- As specified by attached renderings	1	\$ 70,000.00	\$ 70,000.00	
			\$ -	
			\$ -	
			\$ -	
			\$ -	
			\$ -	
			\$ -	
			\$ -	
			\$ -	
			\$ -	
			\$ -	
			\$ -	
			\$ -	
			\$ -	
			\$ -	
			\$ -	
			\$ -	
			\$ -	
			\$ -	

OTHER COMMENTS

Due: 50% of total + Tax
Upon Installation: Remaining 50%

SUBTOTAL	\$ 70,000.00
TAXABLE	\$ 70,000.00
TAX RATE	
TAX	\$ 3,000.00
PERMIT	not included

Thank you for your business!

		TOTAL	\$73,000.00
		VISA or MasterCard Fee 2%	
		AMEX Fee 3%	
		Make checks payable to: The MD Companies, LLC	

I agree that all work has been performed to my satisfaction

Signature: _____

Date: _____

Thank you for your business!



CITY OF
Clemson
SOUTH CAROLINA

Entryway Signs (4) Bid Tabulation

03/08/2024 // 2:00 PM

Contractor	Bid Amount
RiteLite	\$176,130.82
The MD Company	\$73,000.00
Signs Etc.	\$88,225.56
Electric City Signs & Neon Inc.	\$104,763.60
Garfield Signs & Graphics	\$83,709.06
Project Manager:	Allison Gantte, Deputy Administrator



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 awarding the Holly Drainage Project to Foothills Contracting Service LLC. for \$184,549.00

Agenda Item Detail: (expand as necessary for clarification)

The Holly Drainage Project was placed for solicitation on February 9th 2024. Bids were publicly opened on February 26, 2024. The project received a total of 6 bidders, with the apparent low bid going to Foothills Contracting Service LLC (see attached bid tab).

The low bid was below the budget for the project, so negotiations were entered to expand the project using existing bid items. The final project cost after negotiations is \$184,549.00. This project replaces existing storm drainage infrastructure that is failing and installs new curb & gutter to keep run-off within the established ROW.

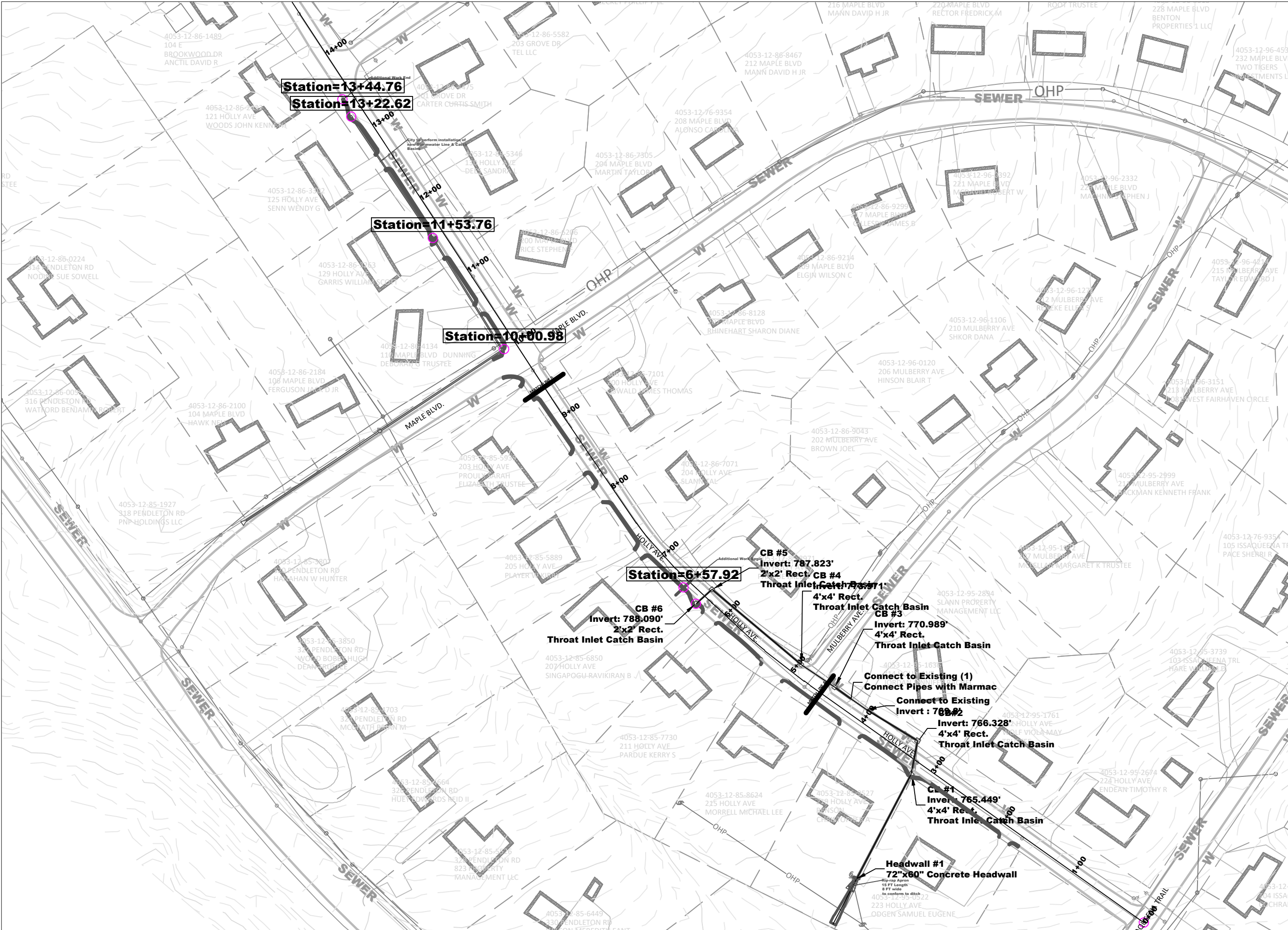
CITY OF CLEMSON

Holly Drainage Project 2023 BID TAB

45348 - Bid Results

[illegible]

	Holly Drainage Project 2023					Upper Holly (ADD)			
Item #	Item	Unit	Quantity	Unit Price	Total	Quantity	Unit Price	Total	
1	Mobilization	LS	1	\$5,900.00	\$5,900.00	1	\$2,000.00	\$2,000.00	
2	Traffic Control	LS	1	\$11,500.00	\$11,500.00	1	\$2,500.00	\$2,500.00	
3	Demolition & Clearing	LS	1	\$7,500.00	\$7,500.00	0	\$0.00	\$0.00	
4	Backfill, Grading, Stabilization	LS	1	\$15,000.99	\$15,000.99	1	\$5,700.00	\$5,700.00	
5	Tree Protection	LS	1	\$0.01	\$0.01	0	\$0.00	\$0.00	
6	15" HDPE HP Storm	LF	159	\$112.00	\$17,808.00	0	\$112.00	\$0.00	
7	18" HDPE HP Storm	LF	270	\$120.00	\$32,400.00	0	\$120.00	\$0.00	
8	2'x2' Precast Catch Basin	Each	2	\$2,250.00	\$4,500.00	0	\$2,250.00	\$0.00	
9	4'x4' Precast Catch Basin	Each	4	\$2,500.00	\$10,000.00	0	\$2,500.00	\$0.00	
10	18" Precast Headwall	Each	1	\$4,000.00	\$4,000.00	0	\$4,000.00	\$0.00	
11	Single Catch Basin Flume	Each	1	\$1,600.00	\$1,600.00	2	\$1,600.00	\$3,200.00	
12	Double Catch Basin Flume	Each	1	\$2,600.00	\$2,600.00	1	\$2,600.00	\$2,600.00	
13	18" Curb & Gutter	LF	418	\$30.00	\$12,540.00	540	\$30.00	\$16,200.00	
14	Driveway Apron	LF	4	\$2,000.00	\$8,000.00	7	\$2,000.00	\$14,000.00	
15	6" Asphalt Patch	SY	25	\$100.00	\$2,500.00	25	\$100.00	\$2,500.00	
									Project Total
				Sub Total	\$135,849.00		Sub Total	\$48,700.00	\$184,549.00



Overview



Lower Holly Drainage Improvement Project 2024

Overview

VERSION: 1.0

DESIGNED BY: NWH

DATE

PLOT DATE: 3/26/2024

DRAWN BY: NWH

1:40