

1. Agenda

Documents:

[2024_03_18AGENDA.PDF](#)

2. Meeting Materials

Documents:

[2024_03_18CATGRANT.PDF](#)

[2024_03_18DAWSONPARK.PDF](#)

[2024_03_18BOARDDIVERSITY.PDF](#)



CITY OF Clemson SOUTH CAROLINA

Agenda, Clemson City Council
March 18th, 2024
Council Chamber, Clemson City Hall

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

Invocation and Pledge of Allegiance: Council Member Ducworth

Proclamations: Women's History Month

Recognizing April as Fair Housing Month

Public Session: (3-minute limit per speaker)

Approval of Minutes: March 4th, 2024

Reports/Discussion

a. Staff Reports

Policy Action (2-minute limit per speaker)

a. Consider 1st reading of an amendment to Chapter 2 Article II Division 1 Section 2-30 to provide for language to encourage inclusive representation among boards and commissions – Council Member Smith

Other Policy Items

a. Consider a 25 year lease with Clemson University for Dawson Park – City Administrator Andy Blondeau

b. Consider authorizing CATBUS to apply for LONO funding for 6 CNG buses and a fueling station –Transit Administrator Jerry Kerns

Mayor-Council reports/comments/new business

Adjourn

**CITY OF CLEMSON
AGENDA ITEM REQUEST FORM**

Requested by:

Date Submitted:

Council Meeting Date:

Type of Request: (check only one)

☐ **Report/Discussion**

☒ **Policy/Action**

☐ **Executive Session**

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

Requesting approval to apply for the year 2024 Low-No and Bus/Bus Facilities Grant opportunities from the Federal Transportation Administration (FTA).

Agenda Item Detail: (expand as necessary for clarification)

Requesting approval to apply for year 2024 Low-No and Bus/Bus Facilities Grant opportunities from the Federal Transportation Administration (FTA).

Clemson Area Transit would like to apply for two grant funding opportunities from FTA. The two grants are the Low-No Emissions and Bus/Bus Facilities Program. If CAT applies for these grants, FTA will only award the application for one. CAT would like to apply for six (6) CNG buses and one (1) fueling station. The fueling station would be installed at CAT headquarters. The cost breakdown is below:

2024 Low-No/Bus and Bus Facilities						
Items	Cost	Quantity	Extra Equipment	Total Cost	Grant	Local Match
40' CNG Bus	\$735,000	6	\$150,000	\$4,560,000	\$3,876,000	\$684,000
CNG Filling Station	\$1,000,000	1		\$1,000,000	\$900,000	\$100,000
Total				\$5,560,000	\$4,776,000	\$784,000

Clemson University and the City of Clemson have committed to providing the local match in the amount of \$784,000 with each providing \$392,000 for the project.

FTA holds a minimum of 25% of the total grant amount of \$1.1 billion (\$276 million) to be awarded to projects other than zero emissions with the Low-No Grant Program.



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

Agenda Item Detail: (expand as necessary for clarification)

GOVERNMENTAL REAL ESTATE LEASE

THIS LEASE AGREEMENT ("Agreement") is made as of this _____ day of _____, 2024, by and between: Clemson University ("Landlord"), an agency, institution, department (including any division or bureau thereof) or political subdivision of the State of South Carolina and the City of Clemson, SC ("Tenant").

WITNESSETH THAT:

LEASE PREMISES: Upon and subject to the terms, covenants, and conditions hereinafter set forth, Landlord hereby leases to Tenant and Tenant does hereby hire and rent from Landlord that certain space and any and all improvements (hereinafter called "Leased Premises") as shown on (**Exhibit A**) attached hereto and made a part hereof for a total of 8.92 acres of useable space more particularly described as follows:

Beginning at a corner identified as 708 A on a Clemson University map which is the south point of the boundary line between New Hope Baptist Church and Clemson University lands N22-45 E 424.2" feet to a pin identified as 709 B Clemson University, thence N65-18 E 248.2 feet to a point identified as 709 A Clemson University, thence S32-18 E 695.6 feet to a point identified as 709 Clemson University, thence S48-08 W 583.6 feet to a point identified as 708 Clemson University, thence N50-22 W 583.6 feet to the point of beginning, and containing 8.22 acres, more or less;

Furthermore, all that certain piece, parcel or lot of land, with all improvements thereon, lying and being situate in the State of South Carolina, County of Pickens, within the corporate limits of the City of Clemson, containing 0.70 of an acre, more or less, and being shown and designated on a plat of survey thereof by R. J. Cooper, P.E. & L.S. 4682, dated May 12, 1989, and recorded in Plat Book 39, at Page 74-B, records of Pickens County, South Carolina, reference to which plat being hereby made for a more complete and accurate description. This is the identical property conveyed to the City of Clemson by deed dated March 10, 2014, and recorded March 11, 2014, in Deed Book 1588, at Page 212, records of Pickens County, South Carolina. This property has a Pickens County Tax Map Number of 4053-14-44-3125; The Tenant has inspected the Premises and has agreed to accept them in "as is" condition.

1. TERM: The Lease Term shall be for a period of twenty-five (25) years, commencing on July 1, 2023 and shall continue thereafter to and including the 30th day of June, 2048, unless earlier terminated as hereinafter provided. Tenant or Landlord can terminate this lease with 180 days advance written notice. The dates upon which the Lease Term shall commence and terminate are herein called the "COMMENCEMENT DATE" and the "EXPIRATION DATE", respectively. Subject to the terms and conditions set forth herein, this

Lease may be renewed for one (1) period of ten (10) years and three (3) periods of five (5) years each, by mutual written consent of the parties upon the same terms and conditions contained herein by Tenant giving written notice to Landlord of Tenant's intent to extend the then existing term at least six (6) months prior to the expiration of the then existing term. Landlord must agree in writing to the renewal for the new term. Landlord is under no obligation to renew the lease upon request by the Tenant.

2. RENT: Tenant shall pay, as consideration to Landlord without demand, a total basic rent for the sum of \$1.00 per year, receipt is hereby acknowledged.

3. SERVICES: Tenant shall pay operating expenses, housekeeping, maintenance, scavenger services and all utilities. The services provided by Tenant shall include grounds maintenance and any other service necessary to maintain and operate all building and site improvements.

4. INTENTIONALLY DELETED.

5. USE OF PREMISES: Tenant shall use and occupy the Leased Premises for the following purpose or purposes: recreation facilities known as Dawson's Park and for no other purpose whatsoever. Tenant agrees to keep the Leased Premises in a neat, clean, and attractive condition; to comply properly with all laws, ordinances, and other governmental rules and regulations concerning the Leased Premises; to use the Leased Premises for no purpose which would render void the fire, extended coverage, and added perils insurance for the property. Tenant agrees to pay all extra insurance premiums for the Leased Premises if such extra insurance premiums are the result of the use which Tenant shall make of the Leased Premises.

Tenant will not, at any time, without obtaining Landlord's prior written consent, conduct or permit any fire, bankruptcy, or auction sale on the Leased Premises, or park, operate, load, or unload any truck or other delivery vehicle any place other than in areas designated for such use; permit any rubbish or garbage to accumulate on the Leased Premises in other than rubbish removal area.

Tenant will not, at any time, deface or injure any portion of the Leased Premises; or burn anything in or about the Leased Premises; or keep or display any merchandise or other object on or otherwise obstruct any sidewalks, stairways, walkways, streets, parks or parkways; or use or permit the use of any portion of the Leased Premises as a living quarters, sleeping rooms, or for similar uses. Grilling allowed in designated areas or by special event permit.

6. LANDLORD'S RIGHT TO ENTER PREMISES: Landlord, or its authorized agents, may at any reasonable time, enter the Leased Premises for inspection. Landlord agrees, when possible, to notify Tenant of need to enter leased space except in life threatening emergencies.

7. (A) INDEMNITY: Landlord shall not be liable to Tenant, or those claiming through or under Tenant, for injury, death, or property damage occurring in, on, or about the Leased Premises and appurtenances thereto.

B. NOTIFICATION: Tenant shall notify Landlord of any accident or injury to persons or property in Tenant's area within 72 hours or as soon as practicable, given municipal business hours, of Tenant's learning of such accident or injury.

8. (A) ALTERATIONS: Tenant will not make any alterations of or addition to the Leased Premises without the written approval of Landlord, and all alterations, additions, or improvements which may be made by either of the parties hereto upon the Leased Premises, shall be the property of Landlord and shall remain upon and be surrendered with the Leased Premises as part thereof, at the termination of this Lease or any extension thereof. Tenant will not permit any mechanics', laborers' or "materialman's" liens to stand against the Leased Premises for any labor or material furnished in connection with any work performed or claimed to have been performed in, on, or about the Leased Premises. All alterations must be reviewed and approved by Clemson University.

(B) If any lien or notice of lien on account of alleged debt of Tenant or any notice of contract by a party engaged by Tenant or Tenant's contractor to work on the Leased Premises shall be filed against the Leased Premises of record by payment, deposit, bond, order of a court of competent jurisdiction, or otherwise and if Tenant shall fail to cause such lien or notice of lien to be discharged within the period aforesaid, then, in addition to any other right or remedy, Landlord may, but shall not be obligated to, discharge the same only by procuring the discharge of such lien by deposit or by bonding proceedings, and in any such event, Landlord shall be entitled, if Landlord so elects, to compel the prosecution of an action for the foreclosure of such lien by lienor and to pay the amount of the judgment in favor of the lienor with interest, costs, and allowances. Any amount so paid by Landlord and all costs and expense including attorney fees, incurred by Landlord in connection therewith, together with interest thereon at the maximum legal rate from the respective dates of Landlord's making of the payment or incurring of the cost and expense, shall constitute additional rent payable by Tenant under this Lease and shall be paid by Tenant to Landlord on demand. Nothing herein contained shall obligate Tenant to pay or discharge any lien created by Landlord.

9. EASEMENTS FOR UTILITY LINES, ETC. Landlord reserves the right to place, access and maintain (in such manner as to keep to a minimum interference with Tenant's use of the Lease Premises) utility lines, conduits, pipes, tunneling, and the like in, over, below, and upon the Leased Premises as deemed appropriate by Landlord.

10. NO WARRANTY BY LANDLORD REGARDING UNINTERRUPTED SERVICE: It is agreed that Landlord does not warrant that any one of the services referred to in articles above will be free from interruption, including the interruption or curtailment of service resulting from energy shortages. Interruption of service shall never be deemed an eviction or disturbance of Tenant's use and possession of the Leased Premises or any part thereof or render Landlord liable to Tenant for damages, or relieve Tenant from performance of Tenant's obligations under this Lease.

11. QUIET ENJOYMENT: Landlord covenants that Tenant shall peaceably and quietly possess and enjoy the Leased Premises as against all persons claiming any right, title, or interest in and to said Leased Premises so long as Tenant shall faithfully perform the covenants, obligations, agreements, and conditions of this Lease. Landlord reserves the right to subject this

Lease at all times to the lien of any mortgages or deeds of trust hereafter placed upon the Leased Premises.

12. VACATION OF PREMISES BY TENANT: Upon the expiration or termination of the Lease Term, Tenant shall at its own expense: (a) remove Tenant's goods and effects and those of all persons claiming under Tenant; (b) quit and deliver up the Leased Premises to Landlord, peaceably and quietly, in as good order and condition as the same were in on the date the Lease Term commenced or were thereafter placed in by Landlord, reasonable wear and tear excepted; and (c) at Landlord's request, restore the Leased Premises to general standards adopted from time to time by Landlord.

13. INTENTIONALLY DELETED.

14. HOLDING OVER: If Tenant shall remain in possession of the Leased Premises after expiration of the term of this Lease or any extension thereof, without written agreement as to such possession, then Tenant shall be a Tenant from month-to-month at a monthly rental equal to one and one half times the highest monthly rate provided for herein. The rental shall be paid in advance on the first day of each month during such hold-over term. Such tenancy shall continue until terminated by Landlord or until Tenant shall have given to Landlord a written notice at least one (1) month prior to the date of termination of such monthly tenancy of its intention to terminate such tenancy. Landlord may terminate the holding over at any time. Such holding over shall not constitute an extension of this Lease.

15. FIRE OR OTHER CASUALTY: If the Leased Premises is damaged or destroyed by fire or other casualty, the Landlord shall have the right to terminate this Lease, provided it gives written notice thereof to the Tenant within ninety (90) days after such damage or destruction. If a portion of the Leased Premises, exclusive of any improvements or other changes made to the Leased Premises by Tenant, is damaged by fire or other casualty, and this Lease is not thereby terminated, the Tenant shall, at its expense, restore the Leased Premises to as near the condition which existed immediately prior to such damage or destruction, as reasonably possible. The Landlord shall not be responsible to the Tenant for damage to, or destruction of any furniture, equipment, improvements, or other changes made by the Tenant in, on, or about the Leased Premises regardless of the cause of the damage or destruction. Landlord shall not be responsible to Tenant for any damages suffered by Tenant due to the Leased premises being untenable for a period of time.

16. (A) INSURANCE: Tenant agrees to maintain in force, at all times during the term of this Lease, on all fixtures, equipment, personnel, and inventory of the Leased Premises, a policy or policies of insurance with companies licensed to transact business in the state of South Carolina, to the extent of 100% of the insurable replacement value thereof, the proceeds of which will, as long as this Lease is in effect, be used for the repair or the replacement of the property so insured.

(B) Tenant, at its own expense, shall provide and keep in force with companies acceptable to the Landlord, public liability insurance for the benefit of the Landlord and Tenant jointly against liability in the amount of not less than One Million Dollars (\$1,000,000) per occurrence, combined single limit for bodily injury and property damage. Tenant shall furnish

Landlord a certificate of insurance naming Landlord as additional loss payee for the lease time periods, with a certificate of such policy confirming such coverage due on or before the Date of Delivery of Possession and the first day of any extended term. Tenant shall provide immediate notice to Landlord in the event of insurance cancellation.

17. LOSS OR DAMAGE TO PROPERTY: All personal property belonging to Tenant or to any other person located in or about said Leased Premises shall be there at the sole risk of Tenant or such other person, and neither Landlord nor Landlord's Agent or employee shall be liable for the theft or misappropriation thereof, nor for any damage or injury thereof, nor for death or injury of Tenant, or any other person or damage to property caused by water, snow, frost, steam, heat, cold, dampness, explosions, sewers or sewage, gas, odors, noise, the bursting or leaking of pipes, plumbing, electrical wiring, and equipment and fixtures of all kinds, or of any other person, unless any such loss is caused through the negligence of Landlord.

18. INTENTIONALLY DELETED.

19. SALE BY LANDLORD: In the event of a sale or conveyance by Landlord of the Leased Premises, the same shall operate to release Landlord from any future liability upon any of the covenants or conditions, expressed or implied, herein contained in favor of Tenant, and in such event Tenant agrees to look solely to the responsibility of the successor in interest of Landlord in and to this Lease. This Lease shall not be affected by any such sale, and Tenant agrees to attorn to the purchaser or assignee.

20. INTENTIONALLY DELETED.

21. WAIVER OF COVENANTS: Failure of Landlord to insist, in any one or more instances, upon strict performance of any term, covenant, or condition of this Lease, or to exercise any option herein contained, shall not be construed as a waiver of such breach, and Landlord shall not be deemed to have waived any provision of this Lease unless expressed in writing and signed by Landlord.

22. ATTORNEY'S FEES: In case suit shall be brought for an unlawful detainer of the Leased Premises, each party shall be responsible for their own attorney's fees.

23. BILL STATEMENT AND NOTICE: A bill, statement, notice or communication which Landlord desires or is required to give Tenant, including any notice of termination, shall be deemed sufficiently given or rendered in writing delivered to Tenant personally, or sent by registered or certified mail, addressed to Tenant at Clemson City Hall, and at the time of rendering or giving shall be deemed to be the time when the same is delivered to Tenant. Any notice by Tenant to Landlord must be served by registered or certified mail addressed to Landlord at the address where the last previous rental hereunder was payable, or upon notice given to Tenant, at such other place as Landlord designates.

24. ASSIGNMENT, SUBLETTING: The City may charge for reservations such as birthday parties, reunions or events that require a special event permit issued by the City. Tenant shall not, without the prior written consent of Landlord in each instance (a) assign, mortgage or

encumber its interest in this Lease, in whole or part, or (b) sublet or permit the subletting of the Leased Premises or any part thereof, or (c) permit the Leased Premises or any part thereof to be occupied for the intended purposes. If Tenant's interest in this Lease is assigned, whether or not in violation of the provision of this Article, Landlord may direct said Assignee to pay rent, excess rent, and additional rent directly to Landlord. If the Leased Premises or any parts thereof are sublet to, occupied by, or used by any person other than Tenant, whether or not in violation of this Article, Landlord may direct said Subtenant, User, or Occupant to pay rent, excess rent, and additional rent directly to Landlord.

25. MISCELLANEOUS PROVISIONS:

(A) The words "Landlord" and "Tenant" as used herein shall include the plural as well as the singular. Words used in masculine gender include the feminine and neuter. If there be more than one Tenant, the obligations hereunder imposed upon Tenant shall be joint and several.

(B) The captions in this Lease are of convenience only, are not a part of this Lease, and shall have no effect upon the construction or interpretation of any part hereof.

(C) Time is of the essence of this Lease and each and all of its provisions.

(D) Submission of this instrument for examination or signature by Tenant does not constitute a reservation of or option for Lease and it is not effective as a Lease or otherwise until execution and delivery by both Landlord and Tenant.

(E) Any provision of this Lease which shall prove to be invalid, void, or illegal shall in no way affect, impair, or invalidate any other provisions hereof and such other provision shall remain in full force and effect.

(F) This Lease contains the entire agreement between the parties and any agreement hereafter made shall be ineffective to change, modify, or discharge it in whole or in part, unless such agreement is in writing and signed by all parties.

(G) This Lease shall be governed by and construed pursuant to the laws of the state of South Carolina.

(H) The covenants and conditions herein contained shall, subject to the provisions as to assignment, apply to and bind heirs, successors, executors, administrators and assignees of the parties hereto and all of the parties hereto shall be jointly and severally liable hereunder.

IN WITNESS WHEREOF, The Parties have executed this Lease the day and year first above written.

IN THE PRESENCE OF:

LANDLORD:
Clemson University

Wesley L. Smith

Anthony E. Wagner
Anthony E. Wagner, EVP Finance & Operations
317124

Nicole L. Haneveld

Date James P. Clements
James P. Clements, President

March 7, 2024

Date

IN THE PRESENCE OF:

TENANT:

By: _____

Date _____

This Lease Agreement is approved in accordance with Regulation 19-447.1000 by the South Carolina Department of Administration, Real Property Services, this _____, day of _____, _____.

By: _____

Its: _____



CITY OF CLEMSON
AGENDA ITEM REQUEST FORM

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Date Submitted:

Council Meeting Date:

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☐ Report/Discussion

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Agenda Item Detail: (expand as necessary for clarification)

CITY OF CLEMSON, SOUTH CAROLINA

ORDINANCE #2024-[]

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 and to achieve this goal, the City Council should attempt to recruit inclusive and representative applicants for all boards, committees, and commissions, of the city and should consider this in addition to the board and commission membership requirements.

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.

[ONE SIGNATURE PAGE FOLLOWS]
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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