1. Remote Participation And Viewing

   Public Comments can be made in two ways:

   1. In person during the appropriate point(s) of the meeting
   2. VIA THE MYCIVIC APP up to 2pm the day of the meeting.

   Public Meetings are livestreamed and recordings are archived on the CITY OF CLEMSON YOUTUBE PAGE.

   Disclaimer: The City of Clemson will continue to provide multiple ways to view and participate in our public meetings. Note that technology is not perfect and on rare occasions could fail before, during, or after a meeting. If this happens you should be able to watch the local recorded meeting on YouTube at a later date or review the minutes of the meeting when they are available.

2. Agenda

   Documents:

   2025_11_03AGENDA.PDF

3. Meeting Materials

   Documents:

   2025_10_20MINUTES.PDF
   2025_11_03SS4A.PDF
   2025_11_03NAMING.PDF
   2025_11_03IPRB.PDF
   2025_11_03INSURANCE.PDF
   2025_11_03CATBUS.PDF
   2025_11_03PARKING.PDF

CITY OF
Clemson
SOUTH CAROLINA

Agenda, Clemson City Council
November 3rd, 2025
Council Chamber, Clemson City Hall

5:30 p.m. Work Session: 2026 Health, Dental, and Vision Self-Insurance Renewal.
Note: The regular meeting will begin at the conclusion of the work session.
Call to Order: Regular Council Meeting
Invocation and Pledge of Allegiance: Mayor Halfacre
Public Session: (3-minute limit per speaker)
Approval of Minutes: October 20th, 2025
Reports/Discussion (2-minute limit per speaker)

- **a.** Discuss a resolution committing the City of Clemson to the goal of zero traffic fatalities and serious injuries by the year 2040. This commitment is required by the FHWA SS4A grant and aligns with the "Vision Zero" initiative. – City Engineer Nathan Hinkle
- **b.** Discuss a naming rights policy. – Council Member Sherrill
- **c.** Staff Reports

Policy Action (2-minute limit per speaker)

- **a.** Consider 1st reading of an Installment Purchase Revenue Bond Ordinance. – City Administrator Andy Blondeau

Other Policy Items

- **a.** Consider approval of the 2026 Health, Dental, and Vision Self-Insurance Renewal. – Human Resources Director Tracy Taylor
- **b.** Consider an amendment to the original Catbus contract by adding an additional bus to service Highpointe/The Pier apartment complexes during the 2025-2026 fall and spring semesters. – Transit Administrator Brian Fisher
- **c.** Authorize the Parking Services Manager to enter into negotiations for the City of Clemson Parking Study. – Parking Services Manager Rebekah Wilbanks

Mayor-Council reports/comments/new business
Adjourn

Regular Council Meeting
October 20th, 2025
Council Chamber-Clemson City Hall

Call to Order: Mayor Robert Halfacre at 6:30 p.m.

Invocation and Pledge of Allegiance: Council Member Fulmer

Members present: Mayor Halfacre presiding, Council Members Evans, Fulmer, Jones, Scott, Sherrill, and Smith.

Absent: None

Notification emailed: October 16, 2025 to the *Greenville News*, the *Journal*, the *Independent Mail*, the *Post and Courier*, the *Pickens Sentinel*, the *Easley Progress*; WSNW Radio, WYFF, WSPA, and Fox Carolina.

Recognition: Shannon Knight, -SCAP Professional of the Year, Parks and Recreation-SCAP Department of the Year in SC, Anna Smith-Certified Public Finance Officer Designation.

Public Session: Mayor Pro Tem Scott presiding. No public comments.

Approval of Minutes: Minutes from the Regular Council Meeting October 6th, 2025 were approved as presented.

Reports/Discussion

Discuss the timeline, structure and process for issuing an IPRB to partially fund the Arts Center, Abernathy Park, Clemson Park, and College Avenue Streetscape between N. Clemson and Hwy 93. City Administrator Andy Blondeau introduced David Cheatwood from First Tryon Advisers. The IPRB (Installment Purchase Revenue Bond) would cover part of four projects including The Arts Center, Abernathy Park, Clemson Park, and the College Avenue Streetscape. The total estimated cost for all 4 projects is $24.65 million, of which $14.5 million would be financed through the IPRB. Many other local municipalities including Charleston, Greenville, and Anderson have also used an IPRB.

Staff Reports

Deputy City Administrator Alli Gantte: Pumpkin Palooza is 10/24 from 6pm to 8pm, The Abernathy Park Open House is 10/27 from 4pm to 6:30pm in Council Chambers, Halloween Downtown is 10/28 from 5pm to 7pm, City Hall Trick or Treat 10/27-10/31 from 9am to 4:30pm.

Policy Action

Ordinances

Consider 2nd reading of a proposed Planned Development (398 College Avenue). – Assistant City Administrator Nathan Woods presented information about the project. Fred Burton, 150 Downs Boulevard Apartment D205, in opposition. Rudy Powell, 105 Martin Street, in opposition. Mary Beth Green, 117 Mitchell Avenue, in opposition. Bob Brookover, 254 Riggs Drive, in opposition. Devon Gorry, 122 Riggs Drive, in opposition. Gay Eitenmiller, 137 Honeycomb Lane in Central, in opposition.

Mariela Aballay, 104 Poole Lane, in opposition. Eva Henry, 234 Riggs Drive, in opposition. Rupert McGinty, 206 N Clemson Avenue, in opposition. Katie Healy, 140 Folger Street, in opposition. Sarah Gordonier, 110 Azelea Drive, in opposition. MyCivic comment from Doug Hayes, 307 Woodland Way, in opposition. MyCivic comment from Kathy Hodges, 100 Strode Circle, in opposition. MyCivic comment from Jordan Harmon, 110 Karen Drive, in opposition. MyCivic Comment from Robert Howell, 121 Poole Lane, in opposition. MyCivic Comment from Mary Turner, 264 Riggs Drive, in opposition. MyCivic Comment from Shannon Sharkey, 101 Poole Lane, in opposition. MyCivic Comment from Julie Mefford, 104 Mitchell Avenue, in opposition. MyCivic Comment from Marina Hanahan, 109 Poole Lane, in opposition. MyCivic Comment from Alan Grubb, 116 Riggs Drive, in opposition. MyCivic Comment from Fran McGuire, 103 Rippleview Drive, in opposition. MyCivic Comment from Richard Wright, 114 Poole Lane, in opposition. MyCivic Comment from Billye Crumpton, 112 Riggs Drive, in opposition. MyCivic Comment from Shawn Haney, 211 Riggs Drive, in opposition. Council Member Smith emphasized that each development should be looked at individually. Council Member Jones highlighted the benefits of the planned development vs by right zoning. Council Member Jones made a motion, seconded by Council Member Fulmer, to approve 2nd reading of a proposed Planned Development (398 College Avenue). Council Members Evans, Fulmer, Jones, and Scott and Mayor Halfacre in support. Council Members Sherrill and Smith in opposition. Motion passed 5 to 2 in favor.

Consider 2nd reading of a proposed zoning map amendment on parcels located on Cochran Road. – Zoning and Codes Administrator Jacob Peabody presented no changes since the last meeting. Stephanie Platt, 103 Mountain View Lane, in opposition. Council Member Scott noted she used to live in the area, and the change was similar to other zoning. Council Member Scott made a motion, seconded by Council Member Fulmer to approve 2nd reading of a proposed zoning map amendment on parcels located on Cochran Road. Vote on this motion was unanimous.

Resolutions

Consider a resolution confirming, ratifying, and approving acceptance of the dedication of roads and sidewalks in phases III-C, IV, VII, VIII, 9-A, and 9-B, and Thomas Green Boulevard of Patrick Square and associated rights of ways and easements. City Engineer Nathan Hinkle presented that the roads meet City standards. Council Member Scott made a motion, seconded by Council Member Fulmer to approve a resolution confirming, ratifying, and approving acceptance of the dedication of roads and sidewalks in phases III-C, IV, VII, VIII, 9-A, and 9-B, and Thomas Green Boulevard of Patrick Square and associated rights of ways and easements. Vote on this motion was unanimous.

Other Policy Items

Consider Accommodations Tax Committee Recommendations for ATAX Grants. Finance Director Leslie Wilder presented the following recommendations: The Clemson Area Chamber of Commerce for $62,200. The T. Ed Garrison Arena for $10,000. The City of Clemson Tourism Department for $177,100. The Foothills Area YMCA for $10,500. The Brooks Center for Performing Arts for $30,000. The South Carolina Theatre Association for $8,250. Council Member Fulmer made a motion, seconded by Council Member Scott, to approve the Accommodations Tax Committee Recommendations for ATAX Grants. Vote on this motion was unanimous

Authorize the Parking Services Manager to enter into negotiations with Walker Consultants for the City of Clemson Parking Study. City Administrator Andy Blondeau recommended to table this item due to issues during the bidding process.

Consider awarding the Clemson Heights Water Project 2025 in the amount of $934,114.00 to Trae's Clearing & Grading with an additional $150,000.00 contingency. City Engineer Nathan Hinkle presented that it will replace old water lines moving them from backyards to the road right of way. Council Member Smith made a motion, seconded by Council Member Fulmer to award the Clemson Heights Water Project 2025 in the amount of $934,114.00 to Trae's Clearing & Grading with an additional $150,000.00 contingency. Vote on this motion was unanimous.

Mayor-Council reports/comments/new business

Council Member Scott: Pumpkin Palooza is Friday and is her favorite event of the year.

Council Member Sherrill: The George Strait concert is 5/2/26.

There being no further business, a motion was made, duly seconded, and unanimously approved to adjourn the meeting at 7:53 p.m.

Respectfully submitted,	Approved
______________________	By: ______________________
Jeremiah Jackson, MBL	G. Robert Halfacre, Mayor

City of Clemson
Agenda Item Request Form

Requested By: Nathan Hinkle, City Engineer

Date Submitted: 10/28/2025

Council Meeting Date: 11/03/2025

Type of Request: (check only one)

- [x] Report/Discussion
- [ ] Policy/Action
- [ ] Executive Session

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

Discuss a resolution committing the City of Clemson to the goal of zero traffic fatalities and serious injuries by the Year 2040. This commitment is required by the FHWA SS4A grant and aligns with the "Vision Zero" initiative.

Agenda Item Detail: (expand as necessary for clarification)

The proposed resolution establishes the goal of zero zero traffic fatalities and serious injuries by the year 2040. The resolution recognizes traffic deaths as preventable systemic failures and the safety of all road users as a paramount responsibility.

This commitment is part of the joint Safety Action Plan with Clemson University, which is funded by a US Department of Transportation Safe Streets and Roads for All (SS4A) grant, and is a required part of the approved SS4A Action Plan.

If adopted the resolution commits the City and University in the shared goal of zero traffic fatalities by 2040. The Safety Action Plan recommendations will includes, but not limited to:

*Safe Streets Design (e.g., separated bike lanes, traffic calming, improved intersection designs).
*Data-Driven Decision Making to identify high-risk areas.
*Focused Traffic Enforcement on high-risk behaviors like speeding and impaired driving.
*Post-Crash Response and Learning.
*Ongoing Community Engagement.
*Goal setting, Transparency, and Monitoring (e.g., publishing annual fatality counts and progress reports)

CITY OF CLEMSON, SOUTH CAROLINA
RESOLUTION NO. [R-2025-XX]

A Resolution Committing the City of Clemson to the Goal of Zero Traffic Fatalities by the Year 2040

WHEREAS, the City of Clemson recognizes that traffic fatalities and serious injuries are preventable and represent a profound loss to our community; and

WHEREAS, the safety of all road users—pedestrians, bicyclists, motor vehicle occupants, and public transit riders—is a paramount responsibility of the City of Clemson; and

WHEREAS, as part of the City of Clemson and Clemson University's Safety Action Plan funded by a US Department of Transportation Safe Streets and Roads for All (SS4A) grant greatly encourages grantees and their leaders to commit to a goal of zero traffic fatalities by a specific year; and

WHEREAS, the City of Clemson has in recent years been interested in adopting the "Vision Zero" initiative, which is similar to SS4A, and

WHEREAS Vision Zero is a data-driven strategy that prioritizes human life and acknowledges that traffic deaths are not inevitable accidents but systemic failures that can be addressed through comprehensive planning and action; and

WHEREAS, achieving zero traffic fatalities requires a multi-faceted approach involving multiple and redundant pillars of the Safe System Approach: safe road users, safe vehicles, safe speeds, safe roads, and post-crash care; and

WHEREAS, the City of Clemson is committed to fostering a culture of safety and continuous improvement in its transportation system;

THEREFORE, BE IT RESOLVED by the City Council of Clemson, South Carolina, that:

- The City of Clemson formally adopts the ambitious but achievable goal of **zero traffic fatalities and serious injuries by the year 2040.**

- The Mayor is hereby directed to develop and present to the City Council, within twelve (12) months of the adoption of this Resolution, a comprehensive **Safety Action Plan** that outlines specific strategies, timelines, and measurable objectives to achieve the stated goal.
- The Safety Action Plan shall include, but not be limited to, recommendations for:
    - **Safe Streets Design:** Prioritizing design elements that inherently reduce speeds and improve visibility of vulnerable road users from vehicular traffic, such as separated bike lanes, more visible and wider crosswalks and sidewalks, traffic calming measures, and improved intersection designs that promote slower turns and greater visibility in areas with potential conflicts.
    - **Data-Driven Decision Making:** Utilizing traffic crash data, public input, and best practices to identify high-risk areas and implement targeted interventions.
    - **Public Awareness and Education:** Launching campaigns to educate residents and visitors on safe driving, walking, and cycling behaviors, and the importance of traffic safety.
    - **Focused Traffic Enforcement:** Focusing traffic enforcement on behaviors that contribute to serious injury crashes, such as speeding and impaired driving.
    - **Post-Crash Response and Learning:** Enhancing emergency response and utilizing crash investigations to inform future safety improvements.
    - **Ongoing Community Engagement:** Actively involving residents, businesses, and stakeholders in the planning and implementation process to ensure the plan reflects community needs and priorities.
    - **Goal setting, Transparency, and Monitoring:** Publishing each calendar year's traffic fatality count at least once per year in a public place (such as the City's website) to create

the accountability and awareness needed to move the traffic fatality count toward zero, monitoring its progress through an annual public process, and tasking staff or a consultant at least periodically to recommend steps to move the needle toward zero.

- The City Council commits to allocating necessary resources, as may be feasible within budgetary constraints, to support the implementation of the Safety Action Plan.
- The City Council shall receive annual progress reports on the Safety initiative, reviewing key performance indicators and making adjustments to the Safety Action Plan as necessary to ensure progress towards the 2040 goal.
- This Resolution shall take effect immediately upon its adoption.

ADOPTED this [Day] day of [Month], 2025, by the City Council of Clemson, South Carolina.
Attest:
[Signature Line for City Clerk] City Clerk
[Signature Line for Mayor] Mayor, City of Clemson

City of Clemson
Agenda Item Request Form

Requested By: Council Member Sherrill

Date Submitted: 10/28/2025

Council Meeting Date: 11/3/2025

Type of Request: (check only one)

- ☐ Report/Discussion
- ☒ Policy/Action
- ☐ Executive Session

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

Discuss a naming rights policy.

Agenda Item Detail: (expand as necessary for clarification)

The draft policy is intended to establish a clear, consistent, and equitable framework for naming public assets while ensuring the names used reflect the city's identity, history, and significance of the honoree.

PURPOSE

The City of Clemson naming rights policy outlines the process and criteria for naming or renaming city-owned facilities, properties, or amenities. This policy includes guidelines for recognizing individuals, organizations, or events that have made significant contributions to the community, and may involve financial contributions or other forms of support for the City.

RESPONSIBILITY

- A Naming Rights and Recognition Review Committee as assigned by the City Administrator, shall oversee the proposals and requests for naming and renaming of city facilities, property, events or locations. The Committee will coordinate the review of proposals and requests and then process them based upon this policy and guidelines
- Upon review and consideration by the Naming Rights and Review Committee, recommendations shall be advanced to the City Administrator. The City Administrator will then assign a committee member of his/her choosing to present to the Clemson City Council for consideration and approval of all requests.

APPLICATION GUIDELINES

These guidelines have been established to ensure that the naming or renaming of city facilities, property, or amenities is facilitated in a consistent manner. Requests for naming or renaming of city facilities, property, or amenities shall be made in writing to the City Clerk's Office and accompany supporting documentation. Requests should contain the following information:

- The proposed name (individual facility, property, or amenity)
- Written documentation explaining the reasoning for the proposed name.
- Map indicating the location,
- For renaming proposals, a clear justification for changing established name.
- Verification of community support, including signatures from Clemson Residents.
- Documentation of the person's significance, community standing, and reputation within the City, State or Nation (e.g.newspaper clippings, articles, awards, etc.)
- For proposals to name or rename historical events, persons, or places, include research and historical documentation validating its historical, cultural, or social significance, and its relationship to the facility, property, or amenity.

TIMELINE FOR CONSIDERATION

Requests will be reviewed in order of acceptance. Additional information may be requested. Council will consider requests annually at the first meeting of the fiscal year.

CONSIDERATION PRINICPLES

The following general principles will be considered, collectively or individually, when evaluating a proposal name.

- Appropriateness for the facility, property, event or location.
- Historical, cultural, or social significance demonstrating continued importance to the city

- Public support.
- Prevention of undue commercialization of the facility, property, event or location.
- Assurance that the facility, amenity, event or location is within city limits and that the city has the authority, or ability to obtain the authority, to recognize the name.
- Consistency with the city's mission and values.
- Possession of a strong positive image that will stand the test of time.

NAMING FOR MAJOR GIFTS/DONATIONS

The City may consider naming or renaming a facility, property, or amenity in honor of or at the request of a donor who makes a significant gift or contribution that adds considerable value to the City. The City reserves the right to assign a designated value for exclusive naming rights. Guidelines for considering naming or renaming city amenities include one or more of the following:

- Land for the majority of the project (building, facility, park, trail, etc.) deeded to the City
- Contribution of a majority of the capital construction costs associated with its development or by the designated value assigned by the City for the exclusive naming rights.
- Provision of an endowment for the continued maintenance and or programming of the amenity.

Additionally, donors seeking naming rights must meet the general principles either collectively or individually listed under "CONSIDERATION" (either collectively or individually).

RESCIND AND REMOVAL

The duration of naming rights will align with the facility, property, event, or location's useful life and current purpose. The City Council will review the relevance and continuation of the named asset and make a determination, potentially appointing designee to review renewal requests.

RENEWAL

The duration of naming rights will align with the facility, property, event, or location's useful life and current purpose. The City Council will review the relevance and continuation of the named asset and make a determination, potentially appointing a designee to review renewal requests.

RESTRICTIONS

On occasion, the City man need to reject a request. The City will not accept donations from or grant naming rights opportunities to individuals or entities involved in the following activities or under the following circumstances:

- The applicant seeks to secure a contract, permit or lease.
- The applicant seeks to impose conditions inconsistent with the City of Clemson's mission, values and policies.
- Any applicant not in good financial standing with the City.
- Any applicant that manufactures, advertises or sells illegal products or services.
- Any applicant convicted of a felony or any offense involving acts of moral turpitude.

- Any applicant currently in litigation with the City of Clemson.
- Any situation where participation, in the opinion of the City of Clemson, would create the appearance of impropriety.

MINOR ITEMS

For miscellaneous, smaller items as bricks, trees, benches, and similar items under $1,000, donor or honorary names may be applied with the approval of the City Administrator.

City of Clemson
Agenda Item Request Form

Requested By: Andy Blondeau

Date Submitted: 10/29/2025

Council Meeting Date: 11/3/2025

Type of Request: (check only one)

- [ ] Report/Discussion
- [x] Policy/Action
- [ ] Executive Session

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

Consider 1st Reading of an Installment Purchase Revenue Bond Ordinance.

Agenda Item Detail: (expand as necessary for clarification)

This bond will represent approximately $14.5 million of the estimated $24.65 million needed to complete improvements to Abernathy Park, Clemson Park, the College Avenue Streetscape between N. Clemson and Highway 93, and the new Arts Center facility to be located at Nettles Park. The City will use hospitality revenue as the source of repayment. The bond ordinance and informational slide deck are attached for review.

City of Clemson, South Carolina

Installment Purchase Revenue Bond Discussion Materials

DAVID CHEATWOOD

FIRST TRYON ADVISORS
MANAGING DIRECTOR
6101 Carnegie Blvd Suite 210
Charlotte, NC 28209

MICHAEL KOZLAREK

KING KOZLAREK ROOT
MANAGING MEMBER
201 Riverplace, Suite 500
Greenville, SC 29601

October 30, 2025

Project Overview

- The City is planning to fund the following two projects (the "Projects") :
  - New Arts Center
  - Abernathy Park Improvements
- The City has identified funding sources for each of the Projects as noted below:

Arts Center Funding Sources	
Funding Source	Amount
IPRB	$7,250,000
Reserves	$1,130,000
Total	**$8,380,000**

Abernathy Park Funding Sources	
Funding Source	Amount
IPRB	$7,250,000
Developer Contribution	$1,000,000
Recreation Impact Fees	$1,884,163
Total	**$10,134,163**

- Of the estimated $18.5 million total cost of the Projects, approximately $14.5 million would come from the proceeds of a new borrowing by the City.
- The City's financing options and expected repayment source are summarized on the following slides.

Debt Authorization
Available South Carolina Financing Structures

- Under Article X of the South Carolina Constitution, political subdivisions "shall have the power to incur indebtedness in the following categories and in no other."
  - General Obligation debt;
  - Indebtedness payable only from a revenue-producing project or from a "special source not involving a tax or license"; and
  - Indebtedness payable from incremental tax revenues issued for redevelopment purposes (TIF).

- Based on this authorization, the City has the following broad credit types / security structures available to fund different projects:
  - General Obligation Bonds (referendum or 8% debt limit)
    - As of June 30, 2024, the City had 8% debt capacity of $5,935,117.
  - Hospitality / Accommodations Fee Revenue Bonds / Special Obligation Bonds
  - Water / Sewer / Stormwater Revenue Bonds
  - Tax Increment District Bonds
  - Lease-Purchase Agreements
  - <u>Installment Purchase Revenue Bonds</u>

- In analyzing the different options:
  - The City does not have sufficient capacity within its 8% debt limit to fund the Projects with General Obligation Bonds;
  - Water / Sewer / Stormwater Revenue Bonds, Tax Increment Bonds and Lease Purchase Agreements are not legally available to fund the Projects; and
  - While a Hospitality Fee Revenue Bond / Special Obligation Bond is an option given the nature of the Projects, this structure requires a legal pledge of those revenues which would tie up a significant portion for 30 years thereby limiting future flexibility to fund additional projects or issuance additional debt.

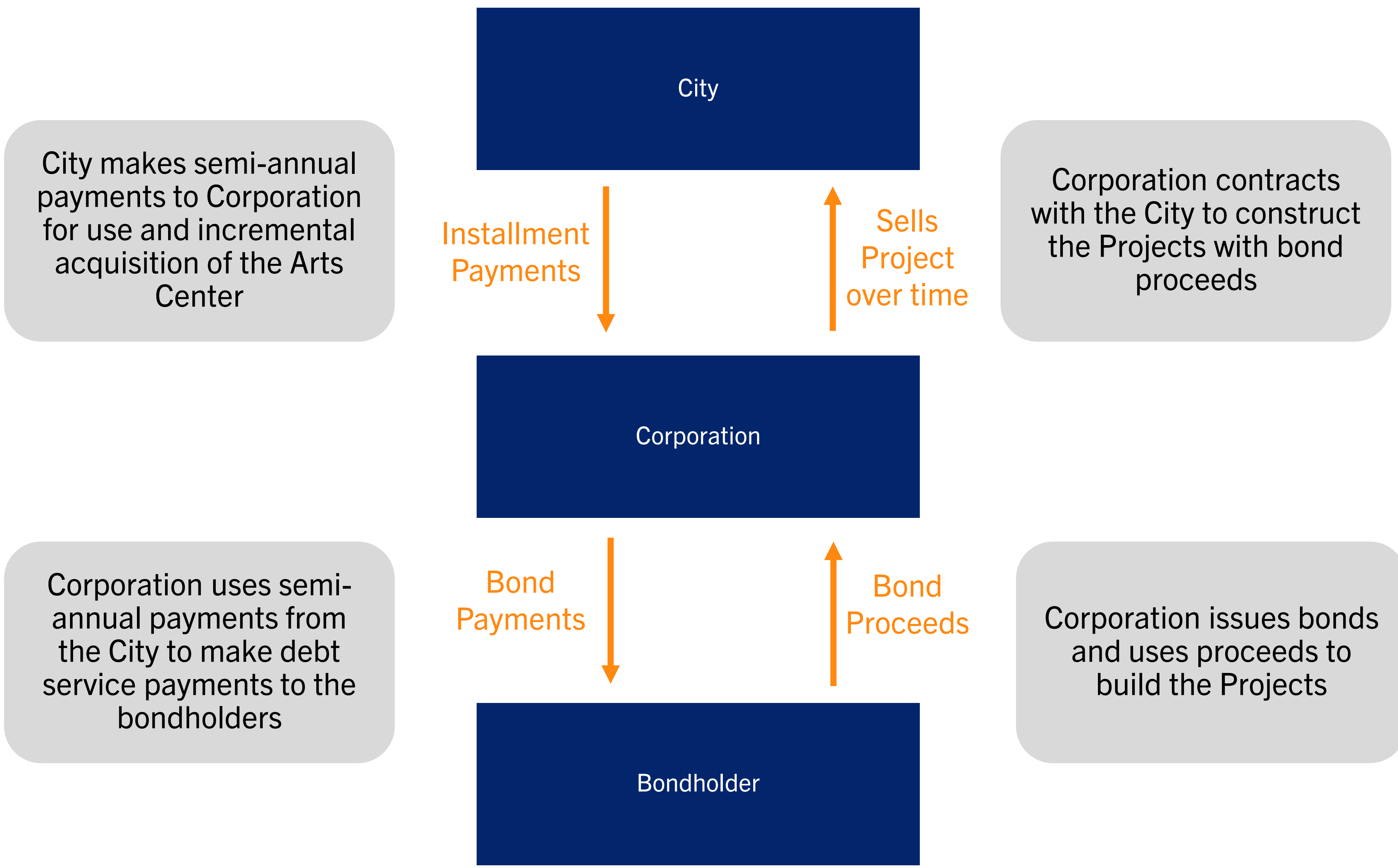
- **<u>Therefore, an Installment Purchase Revenue Bond ("IPRB"), which does not count against the City's 8% debt limit and does not require a legal pledge of the hospitality revenues, is the recommended financing structure for the Projects.</u>**

Installment Purchase Revenue Bonds

- IPRBs are financing structure that are available primarily to cities and counties and require the use of collateral as security for the bonds.
- Under an IPRB structure, the City would enter into a long-term base lease with a newly created, single-purpose, not-for-profit corporation (the "Corporation") for the real estate on which the Arts Center will be constructed.
- The Corporation would issue the IPRBs and provide the proceeds to the City to construct the Projects.
- The Corporation would enter into a purchase and use agreement with the City pursuant to which the City would make semi-annual installment payments to the Corporation in an amount equal to the debt service on the IPRBs for the ongoing use of the Arts Center.
  - With each payment, the City would acquire a percentage ownership of the Arts Center so that at the end of the term, the City would own the Arts Center outright.
- Payments by the City under the purchase and use agreement could be made from any legally available source of funds (or combination of funds), including proceeds of a General Obligation Bond, via annual appropriation.
- The IPRBs are technically a debt of the Corporation and therefore would not count against the City's 8% debt limit.
  - However, bondholders / rating agencies would still look to the creditworthiness of the City given that the City would be the ultimate source of payments on the IPRBs (via the installment payments).

Pros	Cons
▪ Does not count against City's 8% debt limit ▪ No specific revenues pledged; can be repaid from any legally available source of funds including debt service millage via issuance of annual General Obligation Bonds under 8% debt limit ▪ Rated 1-2 notches off General Obligation rating	▪ Requires a hard asset to be used as collateral ▪ Higher interest rate than General Obligation bond (0.25 – 0.35%) ▪ More complicated structure ▪ Higher cost of issuance

Installment Purchase Revenue Bonds



SC IPRB Issuers

- The following is a sampling of other towns / cities and counties across the State that have issued installment purchase revenue bonds.

Towns / Cities

- City of Charleston
- City of Columbia
- City of Greenville
- City of North Charleston
- City of Rock Hill
- City of Spartanburg
- City of Anderson
- City of Florence
- City of Goose Creek
- City of Greer
- City of Fountain Inn
- Town of Sullivan's Island

Counties

- Richland County
- Charleston County
- Greenville County
- Anderson County
- Florence County
- Lancaster County
- Orangeburg County

Estimated Debt Service

- The table to the right provides a summary of the estimated debt service on a $15 million borrowing repaid over a 30-year term based on estimated interest rates which is projected to generate approximately $14.5 million for the Projects.

- The City's intended source of repayment for the Bonds is hospitality revenues.

- Based on FY2025 estimates, the City anticipates collecting approximately $2,400,000 of hospitality tax revenues.

- Of this amount, the City uses approximately $570,000 to pay debt service on its Special Obligation Bond, Series 2023 which matures in FY2033 leaving approximately $1,830,000 / year through FY2033 and the full amount thereafter for debt service on the Bonds as well as fund other hospitality eligible operating expenses and capital.

Sources of Funds	
Par Amount	15,000,000
Net Premium	63,767
Total Sources of Funds	15,063,767

Uses of Funds	
Project Fund	14,565,886
Cost of Issuance (estimated)	425,000
Underwriter's Discount	72,881
Total Uses of Funds	15,063,767

Fiscal Year	Principal	Interest	Debt Service
6/30/2026	-	344,999	344,999
6/30/2027	110,000	749,975	859,975
6/30/2028	115,000	744,350	859,350
6/30/2029	120,000	738,475	858,475
6/30/2030	125,000	732,350	857,350
6/30/2031	135,000	725,850	860,850
6/30/2032	140,000	718,975	858,975
6/30/2033	150,000	711,725	861,725
6/30/2034	335,000	699,600	1,034,600
6/30/2035	350,000	682,475	1,032,475
6/30/2036	370,000	664,475	1,034,475
6/30/2037	390,000	645,475	1,035,475
6/30/2038	410,000	625,475	1,035,475
6/30/2039	430,000	604,475	1,034,475
6/30/2040	450,000	582,475	1,032,475
6/30/2041	475,000	558,756	1,033,756
6/30/2042	500,000	533,163	1,033,163
6/30/2043	525,000	507,569	1,032,569
6/30/2044	550,000	482,038	1,032,038
6/30/2045	580,000	453,750	1,033,750
6/30/2046	610,000	422,513	1,032,513
6/30/2047	645,000	390,375	1,035,375
6/30/2048	675,000	357,375	1,032,375
6/30/2049	710,000	322,750	1,032,750
6/30/2050	745,000	286,375	1,031,375
6/30/2051	785,000	248,125	1,033,125
6/30/2052	825,000	207,875	1,032,875
6/30/2053	865,000	165,625	1,030,625
6/30/2054	910,000	121,250	1,031,250
6/30/2055	960,000	74,500	1,034,500
6/30/2056	1,010,000	25,250	1,035,250
Total	15,000,000	15,128,436	30,128,436

Next Steps / Financing Calendar

- Next Steps
  - Formation of Corporation
  - City Council to hold two readings of an Ordinance (11/3 and 11/17)
  - Corporation approval of a Resolution
  - Receive credit ratings
  - Price Bonds (lock in interest rates)
  - Close Bonds (i.e. money in the bank)

Oct-25						
Su	Mo	Tu	We	Th	Fr	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

Nov-25						
Su	Mo	Tu	We	Th	Fr	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23/30	24	25	26	27	28	29

Dec-25						
Su	Mo	Tu	We	Th	Fr	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

DATE	TASK
October 20	City Council Meeting – Review IPRB Structure / Plan of Finance
By October 31	Form Corporation
November [3]	Corporation Meeting – Adopt Bylaws; Review IPRB Structure / Process
November 3	City Council Meeting – 1st Reading of GO Bond Ordinance
Week of November 3	Rating Calls
By November 14	Receive Ratings
November [17]	Corporation Meeting – Adopt Bond Resolution
November 17	City Council Meeting – 2nd Reading of GO Bond Ordinance / Adopt IPRB Resolutio
November 20	Post Preliminary Official Statement
December 2	Pricing
December 17	Closing

CITY OF CLEMSON, SOUTH CAROLINA

ORDINANCE NO. CC-2025-21

PROVIDING FOR THE ISSUANCE OF GENERAL OBLIGATION BONDS, IN ONE OR MORE SERIES, TAX-EXEMPT OR TAXABLE, IN AN AMOUNT NOT TO EXCEED THE CITY'S CONSTITUTIONAL DEBT LIMITATION AS THAT LIMIT MAY CHANGE FROM TIME TO TIME, TO PROVIDE FOR THE FUNDING OF VARIOUS CAPITAL PROJECTS AS PART OF AN INSTALLMENT PURCHASE-TYPE ARRANGEMENT; AUTHORIZING THE CITY ADMINISTRATOR TO PRESCRIBE THE FORM AND DETAILS OF THE BONDS; PROVIDING FOR THE PAYMENT OF THE BONDS AND THE DISPOSITION OF THE PROCEEDS OF THE BONDS; PROVIDING FOR BORROWING IN ANTICIPATION OF THE ISSUANCE OF THE BONDS; PROVIDING FOR THE DISPOSITION OF PROPERTY RELATED TO THE BONDS; PROVIDING AUTHORITY FOR THE CITY TO REIMBURSE ITSELF FOR EXPENDITURES PRIOR TO BORROWING; PROVIDING FOR THE CREATION AND/OR UTILIZATION OF ONE OR MORE ENTITIES TO FACILITATE AN INSTALLMENT PURCHASE-TYPE ARRANGEMENT; PROVIDING FOR OTHER RELATED MATTERS.

ADOPTED: NOVEMBER 17, 2025

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AN ORDINANCE

PROVIDING FOR THE ISSUANCE OF GENERAL OBLIGATION BONDS, IN ONE OR MORE SERIES, TAX-EXEMPT OR TAXABLE, IN AN AMOUNT NOT TO EXCEED THE CITY'S CONSTITUTIONAL DEBT LIMITATION AS THAT LIMIT MAY CHANGE FROM TIME TO TIME, TO PROVIDE FOR THE FUNDING OF VARIOUS CAPITAL PROJECTS AS PART OF AN INSTALLMENT PURCHASE-TYPE ARRANGEMENT; AUTHORIZING THE CITY ADMINISTRATOR TO PRESCRIBE THE FORM AND DETAILS OF THE BONDS; PROVIDING FOR THE PAYMENT OF THE BONDS AND THE DISPOSITION OF THE PROCEEDS OF THE BONDS; PROVIDING FOR BORROWING IN ANTICIPATION OF THE ISSUANCE OF THE BONDS; PROVIDING FOR THE DISPOSITION OF PROPERTY RELATED TO THE BONDS; PROVIDING AUTHORITY FOR THE CITY TO REIMBURSE ITSELF FOR EXPENDITURES PRIOR TO BORROWING; PROVIDING FOR THE CREATION AND/OR UTILIZATION OF ONE OR MORE ENTITIES TO FACILITATE AN INSTALLMENT PURCHASE-TYPE ARRANGEMENT; PROVIDING FOR OTHER RELATED MATTERS.

THE CITY OF CLEMSON, SOUTH CAROLINA, CITY COUNCIL ORDAINS:

SECTION 1. ***Findings.*** The City Council ("Council") of the City of Clemson, South Carolina ("City"), finds and determines:

(a) Article X, Section 14 of the Constitution of the State of South Carolina, 1895, as amended ("Constitution"), provides that each city may incur general obligation bonded indebtedness on such terms and conditions as the General Assembly may prescribe by general law subject to the following limitations: (i) such debt must be incurred only for a purpose which is a public purpose and a corporate purpose, and (ii) unless excepted therefrom, such debt may be issued in an amount not exceeding eight percent of the assessed value of all taxable property of that city ("Bonded Debt Limit").

(b) Pursuant to Title 5, Chapter 21 ("Municipal Bond Act"), Code of Laws of South Carolina, 1976, as amended ("Code"), the city council of any city of the State may issue general obligation bonds for any corporate purpose of that city up to any amount not exceeding that city's Bonded Debt Limit.

(c) The Municipal Bond Act provides that as a condition precedent to the issuance of bonds an election be held and result favorably thereto. Chapter 27, Title 11 of the Code ("Article X Enabling Act"), provides that if an election be prescribed by the provisions of the Municipal Bond Act, but is not required by the provisions of Article X of the Constitution, then in every such instance, no election need be held (notwithstanding the requirement therefor) and the remaining provisions of the Municipal Bond Act shall constitute a full and complete authorization to issue bonds in accordance with such remaining provisions.

(d) The City has acquired real property, or determined to acquire real property in all counties in which the City has municipal limits (now and in the future) and plans to design, construct, install, renovate, furnish, equip, and make various improvements to real property for those items listed in Exhibit A hereto (by whatever classification designated in Exhibit A hereto, for purposes of this Ordinance, collectively, "Projects") to be used by the City on real property owned, or to be acquired, by the City, and the City has determined that it may form and use one or more entities, on the behalf and for the benefit of the City, to accomplish the purposes of this Ordinance (collectively, "Entity"), including the issuance of bonds and the execution and delivery of various documents to effect, as and to the extent necessary or prudent, the transfer of real property interests in the Projects to, or from (or both), the City, the Entity, and other related matters, all intended to accomplish an installment purchase-type arrangement; and

(e) The assessed valuation of all property in the City as of June 30, 2024, for purposes of computation of the Bonded Debt Limit, is not less than $126,338,930. Eight percent of this assessed valuation is $10,107,114 ("City's Bonded Debt Limit"). As of the enactment of this Ordinance, the City has outstanding $4,376,518 of general obligation indebtedness subject to the City's Bonded Debt Limit. As of the adoption of this Ordinance, the difference between the City's Bonded Debt Limit and the principal amount of the outstanding general obligation indebtedness subject to the City's Bonded Debt Limit is the amount of general obligation indebtedness which the City may incur without a referendum, which is no less than: $5,730,596.

(f) The Council has found it is in the best interest of the City for the Council to provide for the issuance of one or more general obligation bonds of the City, pursuant to the provisions of the Constitution and laws of the State of South Carolina in the aggregate principal amount not to exceed the City's Bonded Debt Limit for the purpose of: (i) funding the Projects, including by refunding any existing indebtedness related to the Projects; (ii) funding the acquisition of an interest in the Projects, if held by the Entity; (iii) providing for capitalized interest, if any, on the Bonds or BANs; (iv) defraying additional costs of the Projects; and (v) paying the costs of issuance related to the Bonds or BANs (as described in Section 16, below).

SECTION 2. ***Authorization and Details of Bonds and the Projects.*** Pursuant to the Constitution and laws of the State of South Carolina, the City is authorized to issue not exceeding the City's Bonded Debt Limit in general obligation bonds of the City to be designated "General Obligation Bonds of the City of Clemson, South Carolina" ("Bonds") for the purposes set forth in Section 1, herein. The Bonds also may be issued in one or more series, taxable or tax-exempt, from time to time as may be determined in the manner provided below with such further designation of each series to identify the year in which such bonds are issued.

The Bonds may be issued as fully registered bonds; dated the date of their delivery or such other date as may be selected by the City Administrator; may be in such denominations as the City Administrator determines not exceeding the principal amount of the Bonds maturing in each year; shall be numbered from R-1 upward; shall bear interest, if any, from their date as may be determined by the City Administrator; and shall mature as determined by the City Administrator.

SECTION 3. ***Delegation of Certain Details of the Bonds to the City Administrator.*** The Council expressly delegates to the City Administrator determinations regarding the Bonds as are necessary or appropriate, including the form of the Bonds (or BANs), whether to issue taxable or tax-exempt bonds, whether the Bonds will be held under a book-entry only system, and whether to issue bonds as provided by any, if any, state or federal economic recovery or "stimulus" laws. The City Administrator is further directed to consult with King Kozlarek Law Root LLC, the City's bond counsel, in making any such decisions.

SECTION 4. ***Registrar/Paying Agent.*** Both the principal installments of and interest on the Bonds shall be payable in any coin or currency of the United States of America which is, at the time of payment, legal tender for public and private debts. The Municipal Clerk or a qualified financial institution shall serve as the Registrar/Paying Agent for the Bonds ("Registrar/Paying Agent") and shall fulfill all functions of the Registrar/Paying Agent enumerated herein.

SECTION 5. ***Registration and Transfer.*** The City shall cause books ("registry books") to be kept at the offices of the Registrar/Paying Agent, for the registration and transfer of the Bonds. Upon presentation at its office for such purpose, the Registrar/Paying Agent shall register or transfer, or cause to be registered or transferred, on such registry books, the Bonds under such reasonable regulations as the Registrar/Paying Agent may prescribe.

The Bonds shall be transferable only upon the registry books of the City, which shall be kept for such purpose at the principal office of the Registrar/Paying Agent, by the registered owner thereof in person or by his duly authorized attorney upon surrender thereof together with a written instrument of transfer satisfactory to the Registrar/Paying Agent, duly executed by the registered owner or his duly authorized attorney. Upon the transfer of the Bonds, the Registrar/Paying Agent on behalf of the City shall issue in the name of the transferee new fully registered Bonds, of the same aggregate principal amount, interest rate and maturity as the surrendered Bonds. Any Bond surrendered in exchange for a new registered Bond pursuant to this Section shall be canceled by the Registrar/Paying Agent.

The City and the Registrar/Paying Agent may deem or treat the person in whose name the fully registered Bonds shall be registered upon the registry books as the absolute owner of such Bonds, whether such Bonds shall be overdue or not, for the purpose of receiving payment of the principal of and interest on such Bonds and for all other purposes, and all such payments so made to any such registered owner or upon his order shall be valid and effectual to satisfy and discharge the liability upon such Bonds to the extent of the sum or sums so paid, and neither the City nor the Registrar/Paying Agent shall be affected by any notice to the contrary. In all cases in which the privilege of transferring the Bonds is exercised, the City shall execute, and the Registrar/Paying Agent shall authenticate and deliver the Bonds in accordance with the provisions of this Ordinance. Neither the City nor the Registrar/Paying Agent shall be obliged to make any such transfer of the Bonds during the period beginning on the Record Date (as defined in Section 6 hereof) and ending on an interest payment date.

SECTION 6. ***Record Date.*** The City establishes a record date ("Record Date") for the payment of interest or for the giving of notice of any proposed redemption of the Bonds, and such Record Date shall be the 15th day of the calendar month next preceding an interest payment date on the Bonds or, in the case of any proposed redemption of the Bonds, such Record Date shall not be more than 15 days prior to the mailing of notice of redemption of the Bonds.

SECTION 7. ***Lost, Stolen, Destroyed or Defaced Bonds.*** In case the Bonds shall at any time become mutilated in whole or in part, or be lost, stolen or destroyed, or be so defaced as to impair the value thereof to the owner, the City shall execute and the Registrar/Paying Agent shall authenticate and deliver at the principal office of the Registrar/Paying Agent, or send by registered mail to the owner thereof at his request, risk and expense, a new Bond of the same interest rate and maturity and of like tenor and effect in exchange or substitution for and upon the surrender for cancellation of such defaced, mutilated or partly destroyed Bond, or in lieu of or in substitution for such lost, stolen or destroyed Bond. In any such event the applicant for the issuance of a substitute Bond shall furnish the City and the Registrar/Paying Agent evidence or proof satisfactory to the City and the Registrar/Paying Agent of the loss, destruction, mutilation, defacement or theft of the original Bond, and of the ownership thereof, and also such security and indemnity in such amount as may be required by the laws of the State of South Carolina or such greater amount as may be required by the City and the Registrar/Paying Agent. Any duplicate Bond issued under the provisions of this Section in exchange and substitution for any defaced, mutilated or partly destroyed Bond or in substitution for any allegedly lost, stolen, or wholly destroyed Bond shall be entitled to the identical benefits under this Ordinance as was the original Bond in lieu of which such duplicate Bond is issued.

All expenses necessary for the providing of any duplicate Bond shall be borne by the applicant therefor.

SECTION 8. ***Book-Entry Only System.***

(a) Notwithstanding anything to the contrary herein, if and for so long as any Bonds are being held under a book-entry system of a securities depository, transfers of beneficial ownership of the Bonds will be effected pursuant to rules and procedures established by such securities depository. The initial securities depository for the Bonds will be The Depository Trust Company ("DTC"), New York, New York. DTC and any successor securities depositories are hereinafter referred to as the "Securities Depository." The Bonds shall be registered in the name of Cede & Co., as the Securities Depository nominee for the Bonds. Cede & Co. and successor Securities Depository nominees are hereinafter referred to as the "Securities Depository Nominee."

(b) As long as a book-entry system is in effect for any Bonds, the Securities Depository Nominee will be recognized as the holder of the Bonds for the purposes of (i) paying the principal, interest and premium, if any, on such Bonds, (ii) if the Bonds are to be redeemed in part, selecting the portions of such Bonds to be redeemed, (iii) giving any notice permitted or required to be given to bondholders under this ordinance, (iv) registering the transfer of the Bonds, and (v) requesting any consent or other action to be taken by the holder of such Bonds, and for all other purposes whatsoever, and the City shall not be affected by any notice to the contrary.

(c) The City shall not have any responsibility or obligation to any participant, any beneficial owner or any other person claiming a beneficial ownership in the Bonds which are registered to a Securities Depository Nominee under or through the Securities Depository with respect to any action taken by the Securities Depository as holder of the Bonds.

(d) The City shall pay all principal, interest and premium, if any, on the Bonds issued under a book-entry system, only to the Securities Depository or the Securities Depository Nominee, as the case may be, for such Bonds, and all such payments shall be valid and effectual to fully satisfy and discharge the obligations with respect to the principal of and premium, if any, and interest on such Bonds.

(e) In the event that the City determines that it is in the best interest of the City to discontinue the book-entry system of transfer for the Bonds, or that the interests of the beneficial owners of the Bonds may be adversely affected if the book-entry system is continued, then the City shall notify the Securities Depository of such determination. In such event, the City shall appoint a Registrar/Paying Agent which shall authenticate, register, and deliver physical certificates for the Bonds in exchange for the Bonds registered in the name of the Securities Depository Nominee.

(f) In the event that the Securities Depository for the Bonds discontinues providing its services, the City shall either engage the services of another Securities Depository or arrange with a Registrar/Paying Agent for the delivery of physical certificates in the manner described in (e) above.

(g) In connection with any notice or other communication to be provided to the holder of the Bonds by the City or by the Registrar/Paying Agent with respect to any consent or other action to be taken by the holder of the Bonds, the City or the Registrar/Paying Agent, as the case may be, shall establish a record date for such consent or other action and give the Securities Depository Nominee notice of such record date not less than 15 days in advance of such record date to the extent possible.

SECTION 9. ***Execution of Bonds.*** The Bonds shall be executed in the City's name with the manual or electronic signature of the Mayor and attested by the manual or electronic signature of the Municipal Clerk under a facsimile of the seal of the City which shall be impressed, imprinted, or reproduced thereon. The Bonds shall not be valid or become obligatory for any purpose unless there shall have been endorsed thereon a certificate of authentication. The Bonds shall bear a certificate of authentication manually executed by the Registrar/Paying Agent in substantially the form set forth herein.

SECTION 10. ***Form of Bond.*** The Bonds shall be in the form as determined by the City Administrator pursuant to Section 3 herein.

SECTION 11. ***Security for Bond.*** The full faith, credit and taxing power of the City are irrevocably pledged for the payment of the principal and interest of the Bonds as they respectively mature and to create a sinking fund to aid in the retirement and payment thereof. There shall be levied and collected annually upon all taxable property in the City an *ad valorem* tax, without limitation as to rate or amount, sufficient for such purposes.

SECTION 12. ***Exemption from Taxation.*** Both the principal of and interest on the Bonds shall be exempt, in accordance with the provisions of Section 12-2-50 of the Code, from all State, county, municipal, school district and all other taxes or assessments, direct or indirect, general or special, whether imposed for the purpose of general revenue or otherwise, except inheritance, estate and transfer taxes, but the interest thereon may be includable in certain franchise fees or taxes.

SECTION 13. ***Sale of Bond, Form of Notice of Sale.*** The Bonds may be sold at a public or private sale, as authorized by Section 11-27-40(4) of the Code, as the City Administrator may determine, using a Notice of Sale, Notice of Private Sale, or other similar Notice, as the City Administrator may determine.

SECTION 14. ***Deposit and Application of Proceeds.*** It is expected that proceeds of the Bonds will be fully drawn at Closing. The proceeds of the Bonds or of BANs (authorized under Section 16 of this Ordinance), when drawn, will be deposited in a bond account fund for the City and shall be expended and made use of as follows:

(a) any accrued interest, if any, shall be applied to the payment of the first installment of interest to become due on the Bonds or BANs; and

(b) the remaining proceeds shall be expended and made use of to defray the cost of issuing the Bonds or BANs and to defray the costs of the Projects. Pending the use of such proceeds, the same shall be invested and reinvested in such investments as are permitted under State law. Earnings on such investments shall be applied either to defray the costs of the Projects or, if not so required, to pay principal on the Bonds.

SECTION 15. ***Defeasance.***

(a) If a series of bonds issued pursuant to this Ordinance shall have been paid and discharged, then the obligations of the Ordinance hereunder, and all other rights granted thereby shall cease and determine with respect to such series of bonds. A series of bonds shall be deemed to have been paid and discharged within the meaning of this Section under any of the following circumstances:

(i) If the Registrar/Paying Agent (or, if the City is the Registrar/Paying Agent, a bank or other institution serving in a fiduciary capacity) ("Escrow Agent") shall hold, at the stated maturities of the bonds, in trust and irrevocably appropriated thereto, moneys for the full payment thereof; or

(ii) If default in the payment of the principal of such series of bonds or the interest thereon shall have occurred, and thereafter tender of payment shall have been made, and the Escrow Agent shall hold, in trust and irrevocably appropriated thereto, sufficient moneys for the payment thereof to the date of the tender of payment; or

(iii) If the City shall have deposited with the Escrow Agent, in an irrevocable trust, either moneys in an amount which shall be sufficient, or direct general obligations of the United States of America, which are not subject to redemption by the issuer prior to the date of maturity thereof, as the case may be, the principal of and interest on which, when due, and without reinvestment thereof, will provide moneys, which, together with the moneys, if any, deposited with the Escrow Agent at the same time, shall be sufficient to pay, when due, the principal, interest, and redemption premium or premiums, if any, due and to become due on such series of bonds and prior to the maturity date or dates of such series of bonds, or, if the City shall elect to redeem such series of bonds prior to their stated maturities, and shall have irrevocably bound and obligated itself to give notice of redemption thereof in the manner provided in the form of the bonds, on and prior to the redemption date or dates of such series of bonds, as the case may be; or

(iv) If there shall have been deposited with the Escrow Agent either moneys in an amount which shall be sufficient, or direct general obligations of the United States of America the principal of and interest on which, when due, will provide moneys which, together with the moneys, if any, deposited with the Escrow Agent at the same time, shall be sufficient to pay, when due, the principal and interest due and to become due on such series of bonds on the maturity thereof.

(b) In addition to the above requirements of paragraph (a), in order for this Ordinance to be discharged with respect to a series of bonds, all other fees, expenses and charges of the Escrow Agent have been paid in full at that time.

(c) Notwithstanding the satisfaction and discharge of this Ordinance with respect to a series of bonds, the Escrow Agent shall continue to be obligated to hold in trust any moneys or investments then held by the Escrow Agent for the payment of the principal of, premium, if any, and interest on, such series of bonds, to pay to the owners of such series of bonds the funds so held by the Escrow Agent as and when payment becomes due.

(d) Any release under this Section shall be without prejudice to the rights of the Escrow Agent to be paid reasonable compensation for all services rendered under this Ordinance and all reasonable expenses, charges, and other disbursements and those of their respective attorneys, agents, and employees, incurred on and about the performance of the powers and duties under this Ordinance.

(e) Any moneys which at any time shall be deposited with the Escrow Agent by or on behalf of the City for the purpose of paying and discharging any bonds shall be and are assigned, transferred, and set over to the Escrow Agent in trust for the respective holders of such bonds, and the moneys shall be and are irrevocably appropriated to the payment and discharge thereof. If, through lapse of time or otherwise, the holders of such bonds shall no longer be entitled to enforce payment of their obligations, then, in that event, it shall be the duty of the Escrow Agent to transfer the funds to the City.

(f) In the event any bonds are not to be redeemed within the 60 days next succeeding the date the deposit required by Section 15(a)(iii) or (iv) is made, the City shall give the Escrow Agent irrevocable instructions to mail, as soon as practicable by registered or certified mail, a notice to the owners of the bonds at the addresses shown on the registry books that (i) the deposit required by subparagraph (a)(iii) or (a)(iv) of this Section 15 has been made with the Escrow Agent, (ii) the bonds are deemed to have been paid in accordance with this Section and stating the maturity or redemption dates upon which moneys are to be available for the payment of the principal of, and premium, if any, and interest on, the bonds, and (iii) stating whether the City has irrevocably waived any rights to redeem the bonds, or any of them, prior to the maturity or redemption dates set forth in the preceding clause (ii).

(g) The City covenants and agrees that any moneys which it shall deposit with the Escrow Agent shall be deemed to be deposited in accordance with, and subject to, the applicable provisions of this Section, and whenever it shall have elected to redeem bonds, it will irrevocably bind and obligate itself to give notice of redemption thereof, and will further authorize and empower the Escrow Agent to cause notice of redemption to be given in its name and on its behalf.

SECTION 16. ***Authority to Issue Bond Anticipation Notes ("BANs").*** If the City Administrator should determine that issuance of BANs pursuant to Chapter 17 of Title 11 of the Code ("BAN Act") rather than the Bonds would result in savings in interest cost under prevailing market conditions or for other reasons would be in the best interest of the City, the City Administrator is further requested and authorized to effect the issuance of one or more series of BANs pursuant to the BAN Act. If BANs are issued and if, upon the maturity thereof, the City Administrator should determine that further issuance of BANs rather than the Bonds would result in savings in interest cost under then prevailing market conditions or for other reasons would be in the City's best interest, the City Administrator is requested to continue the issuance of BANs until the City Administrator determines to issue the Bonds on the basis as aforesaid, and the Bond is issued.

SECTION 17. ***Details of Bond Anticipation Notes.*** Subject to changes in terms required for any particular issue of BANs, the BANs shall be subject to the following particulars:

(a) The BANs shall be dated and bear interest from the date of delivery thereof or, if the BAN is issued on a draw-down basis, from the date of each such advance, payable upon the stated maturity thereof, at the rate negotiated by the City Administrator and shall mature on such date, not to exceed one year from the issue date thereof, as shall be determined by the City Administrator.

(b) The BANs shall be numbered from one upwards for each issue and may be in such denominations as the City Administrator determines and as requested by the purchaser thereof. The BANs shall be payable, both as to principal and interest, in legal tender upon maturity, at the principal office of a bank designated by the City or, at the option of the City, designated by the purchaser of the BAN.

The BANs also may be issued as one or more fully registered "draw-down" style instruments in an aggregate face amount not exceeding the maximum amount permitted hereunder, to a lending institution under terms which permit the balance due under such note or notes to vary according to the actual cash needs of the City, as shall be determined by the City Administrator. In such event, the City may draw upon such note or notes as it needs funds so long as the maximum outstanding balance due under such note or notes does not exceed the aggregate face amount thereof.

(c) The City Administrator is authorized to negotiate or to arrange for a sale of the BANs and to determine the rate of interest to be borne thereby.

(d) The BANs shall be in the form as determined by the City Administrator pursuant to Section 3 herein.

(e) The BANs shall be issued in fully registered or bearer certificated form or a book-entry-only form as specified by the City, or at the option of the City, by the purchaser thereof; provided that once issued, the BANs of any particular issue shall not be reissued in any other form and no exchange shall be made from one form to the other.

(f) In the event any BAN is mutilated, lost, stolen or destroyed, the City may execute a new BAN of like date and denomination as that mutilated, lost, stolen or destroyed; provided that, in the case of any mutilated BAN, such mutilated BAN shall first be surrendered to the City, and in the case of any lost, stolen or destroyed BAN, there shall be first furnished to the City evidence of such loss, theft or destruction satisfactory to the City, together with indemnity satisfactory to it; provided that, in the case of a holder which is a bank or insurance company, the agreement of such bank or insurance company to indemnify shall be sufficient. In the event any such BAN shall have matured, instead of issuing a duplicate BAN, the City may pay the same without surrender thereof. The City may charge the holder of such BAN with its reasonable fees and expenses in this connection.

(g) Any BAN issued in fully registered form shall be transferable only upon the books of registry of the City, which shall be kept for that purpose at the office of the City as note registrar (or its duly authorized designee), by the registered owner thereof or by his attorney, duly authorized in writing, upon surrender thereof, together with a written instrument of transfer satisfactory to the City as note registrar, duly executed by the registered owner or his duly authorized attorney. Upon the transfer of any BAN, the City shall issue, subject to the provisions of paragraph (h) below, in the name of the transferee, a new BAN or BANs of the same aggregate principal amount as the unpaid principal amount of the surrendered BAN. Any holder of a BAN in fully registered form requesting any transfer shall pay any tax or other governmental charge required to be paid with respect thereto. As to any BAN in fully registered form, the person in whose name the same shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of or on account of the principal and interest of any BAN in fully registered form shall be made only to or upon the order of the registered holder thereof, or his duly authorized attorney, and the City shall not be affected by any notice to the contrary, but such registration may be changed as herein provided. All such payments shall be valid and effectual to satisfy and discharge the liability upon such BAN to the extent of the sum or sums so paid.

(h) BANs issued in fully registered form, upon surrender thereof at the office of the City (or at such office as may be designated by its designee) as note registrar, with a written instrument of transfer satisfactory to the City, duly executed by the holder of the BAN or his duly authorized attorney, may, at the option of the holder of the BAN, and upon payment by such holder of any charges which the City may make as provided in paragraph (i), be exchanged for a principal amount of BANs in fully registered form of any other authorized denomination equal to the unpaid principal amount of surrendered BANs.

(i) In all cases in which the privilege of exchanging or transferring BANs in fully registered form is exercised, the City shall execute and deliver BANs in accordance with the provisions of such Ordinance. All BANs in fully registered form surrendered in any such exchanges or transfers shall forthwith be canceled by the City. There shall be no charge to the holder of such BAN for such exchange or transfer of BANs in fully registered form except that the City may make a charge sufficient to reimburse it for any tax or other governmental charge required to be paid with respect to such exchange or transfer.

SECTION 18. *Security for Bond Anticipation Notes.* For the payment of the principal of and interest on the BANs as the same shall fall due, so much of the principal proceeds of the Bond when issued shall and is directed to be applied, to the extent necessary, to the payment of the BANs; and, further, the City covenants and agrees to effect the issuance of sufficient BANs or bonds in order that the proceeds thereof will be sufficient to provide for the retirement of any BANs issued pursuant hereto.

SECTION 19. *Tax and Securities Laws Covenants.* To the extent the City determines to issue tax-exempt bonds, with respect to those bonds:

(a) The City covenants that no use of the proceeds of the sale of the Bond or BANs authorized hereunder shall be made which, if such use had been reasonably expected on the date of issue of such Bond or BANs would have caused the Bond or BANs to be "arbitrage bonds," as defined in the Internal Revenue Code of 1986, as amended, and to that end the City shall comply with all applicable regulations of the Treasury Department previously promulgated under Section 103 of the Internal Revenue Code of 1954, as amended, and any regulations promulgated under the Code so long as the Bond or BANs are outstanding.

(b) The City further covenants to take all action necessary, including the payment of any rebate amount, to comply with Section 148(f) of the Code and any regulations promulgated thereunder.

(c) The City covenants to file Internal Revenue Service ("IRS") form 8038, if the Code so requires, at the time and in the place required therefore under the Code.

(d) The City may reimburse itself for any expenditures under IRS regulations according as previously described in Resolution Number 8-2023, adopted by Council, as the governing body of the City, on June 27, 2023.

SECTION 20. *Building Purchase/Sale and Appropriation of Funds.* The Council authorizes the Mayor, Municipal Clerk, City Administrator, and other City Officials to negotiate in good faith to purchase, sell and develop the real property on which the Projects are to be located, take all steps reasonably necessary and proper to purchase, sell and develop the Projects. Further, the City Administrator (and his designated appointees) is authorized and directed, in the name of and on behalf of the City, to take whatever further actions and execute whatever further documents, including purchase-sale agreements, option contracts, deeds or other similar agreements, as the City Administrator (and his designated appointees) deems to be reasonably necessary and prudent to effect the intent of this Ordinance, and assist in purchasing, selling and developing the Projects.

SECTION 21. ***Authorization for City Officials to Execute Documents.*** The Council authorizes the Mayor, Municipal Clerk, City Administrator, and other City Officials to execute and consent to such documents and instruments and such amendments and/or supplements of the same, including, as and if applicable, one or more bond purchase agreements and/or applicable general certificates, base leases, purchase and use agreements, continuing disclosure certificates/agreements, and further including, *e.g.*, purchase-sale agreements, option contracts, or other similar agreements, as may be necessary to effect the intent of this Ordinance, the issuance of the Bonds and the Entity Bonds (defined below), and any documents related to the transfer to, or acquisition from (or both), the Projects.

SECTION 22. ***Consent to Action by Third Parties.*** The Council authorizes, ratifies, and confirms, the creation and/or utilization of the Entity and the undertakings by the Entity regarding the Projects and the issuance by the Entity of revenue bonds ("Entity Bonds"), including the form of the Entity Bonds. Further, the Council acknowledges that the initial board of directors of the Entity is anticipated to have no more than five members. The Council consents to and approves the issuance, sale, execution, and delivery of the Entity Bonds, by the Entity, in one or more series and/or sub-series of taxable or tax-exempt obligations, in an amount or amounts to be set pursuant to a resolution to be adopted by the board of directors of the Entity to provide for the payment of the costs of the Projects and the costs of issuance and all expenses in connection therewith. The Council also agrees to accept the Projects at such time as the Entity Bonds are retired. The Entity is not authorized to move forward with consummation of the installment purchase-type arrangement unless and until the Council approves a resolution in the substantially final form attached to this Ordinance as Exhibit B. The Council authorizes the Mayor, Municipal Clerk, City Administrator, and other City Officials take all steps reasonably necessary and proper to effect the intent of this Section 22.

SECTION 23. ***Publication of Notice of Adoption of Ordinance pursuant to Section 11-27-40, paragraph 8, of the Code.*** Pursuant to the provisions of Section 11-27-40 of the Code, the City Administrator, at his option, is authorized to arrange to publish a notice of adoption of this Ordinance.

SECTION 24. ***Retention of Bond Counsel and Other Suppliers.*** The Council authorizes the City Administrator to retain the law firm of King Kozlarek Root Law LLC, as bond counsel.

The Council further authorizes the City Administrator to enter into other contractual arrangements with printers and the suppliers of other goods and services necessary to the sale, execution, and delivery of the Bond as is necessary and desirable. The City Administrator is authorized to make these arrangements without regard to further restrictions under the City's procurement process, based on the advice of bond counsel.

SECTION 25. ***General Repealer.*** All ordinances, rules, regulations, resolutions, and parts thereof, procedural, or otherwise, in conflict herewith or the proceedings authorizing the issuance of the Bond are, to the extent of such conflict, repealed and this Ordinance shall take effect and be in full force from and after its enactment.

[ONE SIGNATURE PAGE AND THREE EXHIBITS FOLLOW]
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CITY OF CLEMSON, SOUTH CAROLINA

G. Robert Halfacre, Mayor

[SEAL]
ATTEST:

Jeremiah Jackson, Municipal Clerk

First Reading:	November 3, 2025
Second Reading / Final Approval:	November 17, 2025

APPROVED AS TO FORM:

Michael E. Kozlarek, Esq.
King Kozlarek Root Law LLC

EXHIBIT A
LISTS OF PROJECTS

The following sites and projects are subject to the Base Lease and the Purchase and Use Agreement, each as described in the Resolution adopted by the Clemson Public Facilities Corporation on November [], 2025, subject to adjustment, as provided in the Base Lease, Purchase and Use Agreement, or Trust Agreement (as described in the Resolution adopted by the Clemson Public Facilities Corporation on November [], 2025), by the Chair/President of the Clemson Public Facilities Corporation, if any, in consultation with the City Administrator, but with the present intention that these Projects be ordered in the following groups.

(new) City Arts Center

LIST OF ANCILLARY PROJECTS

The following sites and projects, which are exempt from the Trust Estate, and which are subject to adjustment, as provided in the Base Lease, Purchase and Use Agreement, or Trust Agreement, by the Chair/President of the Clemson Public Facilities Corporation, if any, in consultation with the City Administrator, but with the present intention that these Ancillary Projects be ordered in the following groups.

Abernathy Park Improvements
Clemson Park Improvements
Streetscape Improvements

ADDITIONAL PROJECTS

The Chair/President of the Clemson Public Facilities Corporation, if any, in consultation with the City Administrator, may amend, in any respect, the list of Projects and/or Ancillary Projects to include and/or substitute one or more of the following projects and may otherwise amend the list of Projects and/or Ancillary Projects as and if provided in the Base Lease, Purchase and Use Agreement, or Trust Agreement, which Additional Projects, if any, may or may be not be exempt from the Trust Estate depending on whether such Additional Projects are designed as Projects or Ancillary Projects.

None

EXHIBIT B

FORM OF APPROVING RESOLUTION

CITY OF CLEMSON, SOUTH CAROLINA

RESOLUTION

CONFIRMING THE CITY'S PARTICIPATION IN AN INSTALLMENT PURCHASE-TYPE ARRANGEMENT AND PLAN OF FINANCE RELATING TO VARIOUS CAPITAL PROJECTS IN THE CITY; AND OTHER RELATED MATTERS.

WHEREAS, the City Council ("Council") of the City of Clemson, South Carolina ("City") previously enacted Ordinance No. []-[], on November 17, 2025("Ordinance");

WHEREAS, pursuant to the Ordinance, the City authorized the issuance of general obligation bonds in support of, and provided its consent to, an installment purchase-type arrangement for various capital projects in the City;

WHEREAS, Clemson Public Facilities Corporation, a South Carolina nonprofit corporation ("Corporation") was previously formed solely for the purpose of supporting the governmental mission and certain activities of the City of Clemson, South Carolina ("City");

WHEREAS, the City understands the Corporation desires to assist the City by designing, constructing, installing, renovating, furnishing, equipping, and making various improvements to real property and, in some cases, acquiring real property and/or interests in real property (i) for the items listed as "Projects" in Exhibit A hereto (collectively, "Projects") to be used by the City on real property owned, or to be acquired, by the City ("City Real Property," and, with the Projects, collectively, "Facilities"), (ii) for the items listed as "Ancillary Projects" in Exhibit A hereto, which are certain additional facilities to be used by the City, on real property owned, or to be acquired, by the City, which are exempt from the Trust Estate (as described in the Trust Agreement ("Trust Agreement"), as described in the Resolution adopted by the Corporation on November [], 2025 ("Corporation Resolution") and certain aspects of the Purchase and Use Agreement (as described in the Corporate Resolution) (collectively, "Ancillary Projects"), and (iii) such "Additional Projects," if any, as may be listed in Exhibit A hereto, which projects may or may not be exempt from the Trust Estate and certain aspects of the Purchase and Use Agreement depending on whether such Additional Projects, if any, are designated as "Projects" or "Ancillary Projects," as defined above (collectively, "Additional Projects");

WHEREAS, to provide funds for the payment of the costs of the Projects, the Ancillary Projects, and any, if any, Additional Projects, the City understands the Corporation intends to issue taxable or tax-exempt Installment Purchase Revenue Bonds (City Improvement Projects) in one or more series, with such series and subseries designation as may be appropriate (collectively, "Bonds") under and by the terms of one or more trust agreements (each, a "Trust Agreement") by and between the Corporation and U.S. Bank Trust Company, National Association, as initial trustee (as such trustee may be separate and distinct for each series and/or subseries of Bonds, collectively, "Trustee");

WHEREAS, to effectuate the financing of the Projects, the Ancillary Projects, and any, if any, Additional Projects, the City and the Corporation desire to enter into (i) one or more base lease and conveyance agreement(s) or other similar agreement(s) (each, a "Base Lease"), pursuant to which the City will lease to the Corporation the City Real Property and convey to the Corporation any existing facilities, as may be described in the Base Lease, and (ii) one or more installment purchase and use agreement(s) or other similar agreement(s) (each, a "Purchase and Use Agreement") pursuant to which the City understands the Corporation will make certain improvements and renovations on the City Real Property in the form of the Projects, the Ancillary

Projects, and any, if any, Additional Projects, and the City will then purchase from the Corporation the Facilities and will be entitled to occupy the Projects pending completion of the payment therefor; and

WHEREAS, the Base Lease, and the Purchase and Use Agreement are, collectively, "Financing Documents";

WHEREAS, the City desires to adopt this Resolution approving the Base Lease, the Purchase and Use Agreement, and consenting to the Trust Agreement and the sale, issuance, and delivery of the Bonds (collectively, "Transaction"), pursuant to United States federal law and regulation and the provisions of the Constitution and laws of the State of South Carolina and to satisfy the requirements of Section 22 of the Ordinance;

NOW, THEREFORE, the Council resolves:

ARTICLE I
AUTHORIZATION OF AND CONSENT TO FINANCING DOCUMENTS

SECTION 1.01. ***Base Lease and Purchase and Use Agreement***. The City is authorized to enter into the Financing Documents with the Corporation to effect the Transaction and the sale, issuance, and delivery of the Bonds. The Mayor, and the City Administrator, and designees, are each authorized to negotiate and approve the form, terms, and provisions of the Financing Documents on behalf of the City and the Mayor and Municipal Clerk are authorized to execute the Financing Documents on behalf of the City and deliver the same to the Corporation.

SECTION 1.02. ***Consent to Trust Agreement***. The Council consents to the Corporation's execution of a Trust Agreement pursuant to which the Corporation will issue the Bonds to effect the Transaction.

SECTION 2.01. ***Official Statement.*** The City acknowledges and consents to the Corporation's preparation, distribution, and use offering documents (including any amendments or supplements as may be requested, collectively, "Official Statement") prepared in conjunction with the issuance of the Bonds, which may include certain information and data relating to the City, in connection with the offer and sale of the Bonds. After the acceptance of an offer to purchase the Bonds, the City acknowledges and consents to the Corporation's preparation, distribution, and use of a final Official Statement. The Mayor, the City Administrator, and their designees, are each authorized to deem "final" the preliminary Official Statement, and any amendments or supplements, for purposes of S.E.C. Rule 15c2-12. The City approves and consents to the execution and delivery by the Corporation and the Mayor and the City Administrator, or either of them acting alone, of a final Official Statement.

SECTION 2.02. ***Bond Sale.*** The City acknowledges that the Corporation may engage appropriate professionals to assist the Corporation in arranging for the sale, issuance, placement, and distribution of the Bonds and consents to the Corporation's engagement of those professionals and the execution of documents necessary or desirable to effect the sale, issuance, placement, and distribution, of the Bonds.

SECTION 2.03. ***Use of Bond Proceeds***. The City acknowledges that the proceeds of the Bonds, net of original issue discount and premium, and underwriter's discount as provided in any bond purchase agreement, or other similar agreement, between the Corporation and the underwriter/placement agent for the Bonds, shall be applied, as provided in the Trust Agreement, to (i) provide the amounts necessary for the Corporation to lease the City Real Property from the City, (ii) pay the costs of the Facilities, the Ancillary Projects, and any, if any, Additional Projects (including any capitalized interest with respect thereto), (iii) provide for reserve funds, if any, to further secure the Bonds, which provision may be made by surety bond or other financial guaranty, (iv) pay the premium of a municipal bond insurance policy, if any, issued in connection with the Bonds, and (v) pay costs of issuance of the Bonds. The Projects, the Ancillary Projects, and any, if any, Additional Projects.

shall be listed generally in the Official Statement prepared in conjunction with the issuance of the Bonds. The City authorizes each of the Mayor and the City Administrator, and their designees, to work with the Corporation to determine and fix any details of the Bonds and the Projects, Ancillary Projects, and any, if any, Additional Projects, as may be necessary or desirable to effect the Transaction and the sale, issuance, and delivery of the Bonds.

ARTICLE III
GENERAL AUTHORIZATION

SECTION 3.01. General Authorization. The Mayor, the City Administrator, and the Municipal Clerk, and their designees, are each authorized to execute and deliver whatever documents and take whatever actions are necessary or desirable to effect the Transaction, and the intent of this Resolution.

SECTION 3.02. Financing Terms and Professionals. The City consents to the retention by the Corporation of King Kozlarek Root Law LLC, as bond counsel, disclosure, special tax, and issuer's counsel, and waives any conflict with that firm serving in these roles while still serving as the City's attorney, bond, and economic development counsel, in connection with the issuance and sale of the Bonds. The City consents to the retention by the Corporation of First Tryon Advisors, as financial advisor. The City Administrator, and designees, are authorized to hire other professionals, including other financial professionals and legal counsel, as may be necessary or prudent to facilitate the Transaction, and the sale, issuance, and delivery of the Bonds, and the execution and delivery of the Financing Documents.

SECTION 3.04. Section 22 Requirement. This Resolution satisfies the requirements of Section 22 of the Ordinance, including (notwithstanding reference to any other entity in the Ordinance) the final approval of the Corporation as the specific entity contemplated by Section 22 of the Ordinance and being employed to accomplish the City's objectives as contemplated by the Ordinance and as described in this Resolution, acknowledging and accepting the Corporate Resolution, and shall be construed liberally to effect the Council's intent.

SECTION 3.04. Effective Date. This Resolution is immediately effective and no further authorization is required to execute and deliver all documents necessary or desirable to effect the Transaction and the sale, issuance, and delivery of the Bonds.

[ONE SIGNATURE PAGE AND ONE EXHIBIT FOLLOW]
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Adopted: November 17, 2025.

CITY OF CLEMSON, SOUTH CAROLINA

G. Robert Halfacre, Mayor

[SEAL]
ATTEST:

Jeremiah Jackson, Municipal Clerk

EXHIBIT A
LIST OF PROJECTS

The following sites and projects are subject to the Base Lease and the Purchase and Use Agreement, each as described in the Resolution adopted by Clemson Public Facilities Corporation on November [], 2025, subject to adjustment, as provided in the Base Lease, Purchase and Use Agreement, or Trust Agreement (as described in the Resolution adopted by Clemson Public Facilities Corporation on November [], 2025), by the Chair/President of the Clemson Public Facilities Corporation, in consultation with the City Administrator, but with the present intention that these Projects be ordered in the following groups.

(new) City Arts Center

LIST OF ANCILLARY PROJECTS

The following sites and projects, which are exempt from the Trust Estate, and which are subject to adjustment, as provided in the Base Lease, Purchase and Use Agreement, or Trust Agreement, by the Chair/President of the Clemson Public Facilities Corporation, in consultation with the City Administrator, but with the present intention that these Ancillary Projects be ordered in the following groups.

Abernathy Park Improvements
Clemson Park Improvements
Streetscape Improvements

ADDITIONAL PROJECTS

The Chair/President of the Clemson Public Facilities Corporation, in consultation with the City Administrator, may amend, in any respect, the list of Projects and/or Ancillary Projects to include and/or substitute one or more of the following projects and may otherwise amend the list of Projects and/or Ancillary Projects as and if provided in the Base Lease, Purchase and Use Agreement, or Trust Agreement, which Additional Projects, if any, may or may be not be exempt from the Trust Estate depending on whether such Additional Projects are designed as Projects or Ancillary Projects.

None

City of Clemson
Agenda Item Request Form

Requested By: Tracy Taylor

Date Submitted: 10/27/2025

Council Meeting Date: 11/3/2025

Type of Request: (check only one)

- ☐ Report/Discussion
- ☒ Policy/Action
- ☐ Executive Session

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

Consider approval of the 2026 Health, Dental and Vision Self-Insurance Renewal.

Agenda Item Detail: (expand as necessary for clarification)

Staff recommends a 2.0% increase to the employer-paid medical premium and a $2.00 per employee per month increase to the employer-paid dental premium for 2026. Employees will see no change in their premium contributions for any plan. The full cost of the medical and dental increases will be absorbed by the City.

Medical Plan: A 2.0% increase to the employer-paid premium. This covers the minimum necessary 1.7% for projected claims plus an additional 0.3% to improve the plan's reserve fund health.

Dental Plan: A $2.00 per employee per month increase to the employer-paid premium. This is necessary because current premiums are not sufficient to cover claim payouts.

Vision Plan: Premiums and coverage will remain unchanged.

The City of Clemson

Self Funded Renewal Analysis

January 1, 2026

Single Enrollment	91	91
Employee Spouse		18
Employee Child		18
Family Enrollment	60	24
Total Enrollment	151	151

			Recommendation	$5K Higher Spec	Contingent	Contingent	Contingent
Premium / Fee Structure	**AccuRisk 2024**	**ATS/US Fire 2025**	**ATS/US Fire 2026**	**ATS/US Fire 2026 Option 2**	**Tokio Marine (HCC)**	**Berkshire**	**QBE**
Annual Administration Fees	$109,119	$120,262	$118,976	$118,976	$118,976	$118,976	$118,976
Admin Fee PEPM	$60.22	$66.37	$65.66	$65.66	$65.66	$65.66	$65.66
Network	BCBS & First Health	BCBS & First Health	BCBS & First Health	BCBS & First Health	BCBS & First Health	BCBS & First Health	BCBS & First Health
Contract Type	**12/15**	**12/15**	**12/15**	**12/15**	**12/15**	**12/15**	**12/15**
No New Laser/Rate Cap	**Yes/Yes 50%**	**Yes/Yes 50%**	**Yes/Yes 50%**	**Yes/Yes 50%**	**Yes/Yes 50%**	**Yes/Yes 45%**	**Yes/Yes 50%**
Specific	**Locked**	**Locked**	**Locked**	**Locked**	**Contingent**	**Contingent**	**Contingent**
Deductible:	$75,000	$75,000	$75,000	**$80,000**	**$75,000**	**$75,000**	**$75,000**
Specific Premium:	Medical and Rx	Medical and Rx	Medical and Rx	Medical and Rx	Medical and Rx	Medical and Rx	Medical and Rx
Single	$178.60	$212.31	$210.34	$198.46	$203.37	$207.27	$262.74
E/S	$351.01	$377.90	$379.61	$351.96	$375.36	$383.10	$493.61
E/C	$284.70	$339.67	$340.54	$316.06	$335.66	$342.51	$440.31
Family	$549.95	$544.82	$550.24	$508.71	$548.73	$560.37	$726.35
Aggregate (incl Agg Accommodation)							
Aggregate Premium:	Medical and Rx	Medical and Rx	Medical and Rx	Medical and Rx	Medical and Rx	Medical and Rx	Medical and Rx
Single	$14.41	$10.64	$10.64	$10.98	$10.73	$10.12	$10.01
E/S	$14.41	$10.64	$10.64	$10.98	$10.73	$10.12	$10.01
E/C	$14.41	$10.64	$10.64	$10.98	$10.73	$10.12	$10.01
Family	$14.41	$10.64	$10.64	$10.98	$10.73	$10.12	$10.01
Aggregate Factors:							
Single	$644.23	$632.02	$647.81	$650.97	$652.63	$678.69	$681.33
E/S	$1,481.71	$1,258.98	$1,290.44	$1,296.72	$1,300.04	$1,351.93	$1,357.22
E/C	$1,159.60	$1,114.25	$1,142.09	$1,147.65	$1,150.59	$1,196.52	$1,201.20
Family	$2,448.04	$1,891.01	$1,938.25	$1,947.68	$1,952.67	$2,030.63	$2,038.55
Risk Corridor	125%	125%	125%	125%	125%	125%	125%
ANNUAL COST	**AccuRisk 2024**	**ATS/US Fire 2025**	**ATS/US Fire 2026**	**ATS/US Fire 2026 Option 2**	**Tokio Marine (HCC)**	**Berkshire**	**QBE**
Administration Fees	$109,119	$120,262	$118,976	$118,976	$118,976	$118,976	$118,976
Collateral							
Specific Premium	$490,730	$543,746	$543,713	$507,519	$533,695	$544,457	$697,828
Aggregate Premium	$26,111	$19,280	$19,280	$19,896	$19,443	$18,337	$18,138
Includes Disease Management	$12,000	$12,000	$12,000	$12,000	$12,000	$12,000	$12,000
Additional Nurse days	$8,400	$8,400	$8,400	$8,400	$8,400	$8,400	$8,400
Additional Laser Risk	No	No	No	No	No	No	No
Total Fixed Cost	**$646,360**	**$703,688**	**$702,368**	**$666,791**	**$692,513**	**$702,171**	**$855,342**
$ Increase in Fixed Cost			**-$1,320**	**-$36,897**	**-$11,175**	**-$1,517**	**$151,654**
Additional Laser Risk			$0	$0	$0	$0	$0
Note:							
EXPECTED Claims Liability	$1,583,246	$1,397,916	$1,432,841	$1,439,820	$1,443,502	$1,501,133	$1,506,987
MAXIMUM Claims Liability	**$1,979,058**	**$1,747,394**	**$1,791,051**	**$1,799,775**	**$1,804,377**	**$1,876,416**	**$1,883,733**
EXPECTED Annual Total Cost	**$2,229,606**	**$2,101,603**	**$2,135,209**	**$2,106,611**	**$2,136,015**	**$2,203,303**	**$2,362,328**
MAXIMUM Annual Total Cost	**$2,625,417**	**$2,451,082**	**$2,493,419**	**$2,466,566**	**$2,496,890**	**$2,578,587**	**$2,739,075**
$ Ann. Diff. Current / Maximum			**$42,337**	**$15,483**	**$45,808**	**$127,504**	**$287,993**
% Ann. Diff. Current / Maximum			**1.7%**	**0.6%**	**1.9%**	**4.9%**	**11.7%**

City of Clemson

Contribution Breakdown

Dental Plan

	Employee		Employee		Employee		Family	
Employee	$0.00	0%	$31.27	45%	$49.61	57%	$79.81	68%
Employer	$38.00	100%	$38.00	55%	$38.00	43%	$38.00	32%
Total	**$38.00**		**$69.27**		**$87.61**		**$117.81**	
Enrollment	**109**		**23**		**17**		**29**	
Employee	$0		$733		$854		$2,288	$3,875
Employer	$4,129		$891		$654		$1,089	$6,764
Monthly	$4,129		$1,624		$1,509		$3,377	$10,639
Yearly	$49,552		$19,488		$18,106		$40,527	$127,673

EE Contributions	$34,879
ER Contributions	$60,876
	$95,755
Administration Cost	$7,401
Claims Cost	$96,217
	$103,619
2025 Contributions vs Cost	($7,864)

	Expense	Premiums
2021 Dental Totals	$93,009	$99,160
2022 Dental Totals	$94,671	$100,340
2023 Dental Totals	$110,534	$116,334
2024 Dental Totals	$132,960	$110,322
2025 Dental Totals	$103,619	$95,755

	2025	2024	2023
	Claims	Claims	Claims
Employee	$46,982	$68,658	$51,988
Spouse	$11,761	$14,890	$21,004
Children	$30,073	$38,716	$28,052
	$88,816	$122,264	$101,044
	Services	Services	Services
Preventive	$46,686	$62,317	$48,455
Basic	$29,386	$40,455	$31,725
Major	$9,021	$10,892	$13,551
Ortho	$3,723	$8,600	$7,313
	$88,816	$122,264	$101,044

City of Clemson

Contribution Breakdown

Vision Plan

	Employee		Employee Spouse		Employee Child(ren)		Family	
Employee	$11.00	100%	$22.00	100%	$16.00	100%	$28.00	100%
Employer	$0.00	0%	$0.00	0%	$0.00	0%	$0.00	0%
Total	**$11.00**		**$22.00**		**$16.00**		**$28.00**	
Enrollment	**59**		**19**		**8**		**15**	
Employee	$650		$411		$135		$417	$1,613
Employer	$0.00		$0.00		$0.00		$0.00	$0.00
Monthly	$650		$411		$135		$417	$1,613
Yearly	**$7,803**		**$4,928**		**$1,621**		**$5,003**	**$19,355**

EE Contributions	$14,516
ER Contributions	$0
	$14,516
Administration Cost	$455
Claims Cost Annualized	$9,886
	$10,341
2025 Contributions vs Vision Cost	$4,175

	Expense	Premiums
2019 Vision Totals	$16,864	$21,130
2020 Vision Totals	$11,242	$20,535
2021 Vision Totals	$7,114	$17,855
2022 Vision Totals	$10,481	$17,748
2023 Vision Totals	$9,061	$17,894
2024 Vision Totals	$10,231	$12,578
2025 Vision Totals	$10,341	$14,516
	$64,994	$107,740

City of Clemson
Agenda Item Request Form

Requested By: Brian Fisher, Transit Administrator

Date Submitted: 10/28/2025

Council Meeting Date: 11/3/2025

Type of Request: (check only one)

- [ ] Report/Discussion
- [x] Policy/Action
- [ ] Executive Session

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

Consider an amendment to the original Catbus contract by adding an additional bus to service Highpointe/The Pier apartment complexes during the 2025-2026 fall and spring semesters.

Agenda Item Detail: (expand as necessary for clarification)

City of Clemson
Agenda Item Request Form

Requested By: Brian Fisher

Date Submitted: 10/17/2025

Council Meeting Date: 10/20/2025

Type of Request: (check only one)

- ☐ Report/Discussion
- ☒ Policy/Action
- ☐ Executive Session

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

Request to amend original contract by adding an additional bus to service Highpointe/The Pier apartment complexes during the 2025-2026 fall and spring semesters.

Agenda Item Detail: (expand as necessary for clarification)

Contractual Agreement
Core SVA Seneca Edinburg, LLC Pier (Phase I, II, III, IV, V, VI) and the City of Clemson, SC
July 2025 - June 2026

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

WHEREAS, Clemson Area Transit is a department within the City of Clemson, and

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

NOW, THEREFORE, this contractual agreement is entered into this 1st day of July, 2025 by and between the Core SVA Seneca Edinburg, LLC Pier (Phase I, II, III, IV, V, VI) hereinafter referred to as "Pier" and the City of Clemson, South Carolina, hereinafter referred to "City" for the purpose of operating a bus transit system known as Clemson Area Transit and hereinafter referred to as "CAT" to serve the general public.

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

I. TERM

A. The contractual agreement between Pier and the City dated July 1, 2025, is terminated effective June 30, 2026. This contractual agreement shall remain in full force and effect until the effective termination date or as stated in Item VII of this agreement.

B. The City and Pier will evaluate no later than April 30, 2026 the transit operations in order to determine whether to modify this agreement for a future renewal agreement. To assist in the evaluation, the Transit Administrator will prepare and deliver to the Pier by March 30, 2026.
   a. A proposed operating budget for the Pier Route for the upcoming fiscal year
   b. A comprehensive capital improvement plan for bus replacement on this route, as needed.
   c. A projected operating budget of expenses and revenues for the next year.

II. OPERATIONS AND SERVICES

A. <u>Operations and Services</u>
Pier and the City of Clemson hereby agree to continue operations of Clemson Area Transit. The CAT operating year shall be from the 1st day of July to through the 30th day of June of the following calendar year. Pier and the City of Clemson are in

agreement to the bus routes and timetable set forth in the annual calendar of bus service schedule that is attached to this contractual agreement known as Appendix A.

B. Length of Service and Hours

CAT will provide 1,893 hours of service over the fall and spring semesters of the Clemson University academic calendar. An additional 642 hours have been allocated for a third bus, which will commence service on October 1,2025, and continue through Spring 2026.

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

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

III. FINANCIAL/EQUIPMENT COMMITMENTS

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

A. Pier

For the City's provision of public mass transportation services through Clemson Area Transit, Pier shall collectively pay to the City One Hundred Seventy Seven Thousand Two Hundred Seventy Thousand Dollars ($177,270) for the fiscal year beginning July 1, 2025 and ending June 30, 2026. This sum shall represent Pier's matching contribution of operating and administrative costs.

The sum is due and payable monthly in 10 equal amounts of $17,272 and shall be paid on September 1, 2025 to June 1, 2026.

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

The payments associated with service for fiscal year 2025-2026 will be in accordance with the proposal that was provided to HighPointe HOA (Pier). In the event that Pier desires to increase service hours, CAT will make attempts to accommodate said extensions of fixed route service at a cost of $90.36 per hour.

B. City of Clemson

a. The City of Clemson will prepare a transit operational budget for the term of this agreement.
b. The City will maintain a CAT enterprise fund account as part of its operating budget. In the event that this agreement is terminated, as provided in section VII,

below, the City will remit to Pier all funds paid for CAT services of this agreement in the CAT enterprise account within sixty (60) days, if said funds are available for the unused balance of the annual scheduled routes at the time of termination.

c. The City will deposit into the CAT account all funds received from Pier pursuant to this agreement, to include any and all revenues generated by the CAT operations.
d. The City, at every opportunity, shall apply for federal and state grants for CAT. Any grant applications which commit Pier resources shall be reviewed and approved by both parties prior to the grant application being used to benefit the parties to this agreement. All future transit grant funds received by the City will be deposited into the CAT account.
e. The City will purchase adequate vehicle insurance for all vehicles and will provide the parties with proof of insurance of the policy. The premium for this insurance will be paid out of the transit account maintained by the City.
f. The City shall operate CAT in accordance with the terms and conditions of this agreement, including any amendments or modifications mutually agreed upon by the parties.
g. All CAT personnel must be employees of the City.

IV. ADMINISTRATION

A. Responsibilities

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

B. Audit

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

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

V. OVERSIGHT

A. Partnership Committee

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

- Clemson University Senior Associate Director of Parking and Transportation
- Clemson University Director of Parking and Transportation
- Clemson University Procurement Director
- Clemson City Administrator and/or Deputy Administrator
- One Clemson City Council member

- A representative from Tri-County Technical College
- A representative from the Town of Pendleton
- A representative from the Town of Central
- A representative from the City of Seneca
- A representative from Southern Wesleyan University
- Clemson Area Transit - Transit Administrator
- Clemson Area Transit - Operations Manager
- Clemson Area Transit - Budget and Grants Administrator

The partnership committee shall meet as needed and conduct an annual partners meeting in April. The partnership committee shall be responsible for, but not limited to, reviewing operations, ridership, budgets, revenues, expenditures, citizen complaints and suggestions, new service requests, grant requests and long-range planning and capital improvement programs and to monitor the progress and development of the joint CAT. Minutes of each meeting shall be distributed to all committee members by the Transit Operations Manager.

B. Transit Administrator

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

The Transit Administrator shall serve as the committees contact and staff representative for CAT operations and shall provide the partnership committee with the following information quarterly:

- Operations Reports
- Ridership for all routes
- Revenue/Expenditure Reports
- Citizen Complaints and suggestions
- New service requests
- Grant requests
- Long-range planning
- Capital improvement programs

VI. AMENDMENT

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

VII. TERMINATION

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

VIII. HOLD HARMLESS

The Pier shall hold harmless the City and CAT from and against all damages, losses, liens, cause of action, suits, judgements, expenses, and other claims of any nature, kind or description by any entity or person resulting from the operation of Clemson Area Transit under the performance of this agreement through procurement of and coverages offered under the following insurance: general liability, public official liability, automobile and bus, worker's compensation, excess liability insurance coverage, and any other insurance endorsements that serve to protect the City of Clemson and its CAT partners.

IX. FEDERAL CLAUSES

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

(signatures next page)

APPROVED AND ACCEPTED BY:

CORE SVA SENECA EDINBURG, LLC

By: ______________________________

ITS: ______________________________

Date: ______________________________

CITY OF CLEMSON

By: ______________________________
CAT Transit Administrator Date

By: ______________________________
City Administrator Date

By: ______________________________
Clemson Mayor Date

Contractual Agreement
HighPointe of Clemson Owners Association, Inc.
and the City of Clemson, SC
July 2025 - June 2026

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

WHEREAS, Clemson Area Transit is a department within the City of Clemson, and

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

NOW, THEREFORE, this contractual agreement is entered into this 1st day of July, 2025 by and between the HighPointe of Clemson Owners Association, Inc. (Phase I, II, III, IV, V, VI) hereinafter referred to as "HighPointe" and the City of Clemson, South Carolina, hereinafter referred to "City" for the purpose of operating a bus transit system known as Clemson Area Transit and hereinafter referred to as "CAT" to serve the general public.

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

I. TERM

A. The contractual agreement between HighPointe and the City dated July 1, 2025, is terminated effective June 30, 2026. This contractual agreement shall remain in full force and effect until the effective termination date or as stated in Item VII of this agreement.

B. The City and HighPointe will evaluate no later than April 30, 2026 the transit operations in order to determine whether to modify this agreement for a future renewal agreement. To assist in the evaluation, the Transit Administrator will prepare and deliver to the Pier by March 30, 2026.
   a. A proposed operating budget for the HighPointe Route for the upcoming fiscal year
   b. A comprehensive capital improvement plan for bus replacement on this route, as needed.
   c. A projected operating budget of expenses and revenues for the next year.

II. OPERATIONS AND SERVICES

A. <u>Operations and Services</u>
HighPointe and the City of Clemson hereby agree to continue operations of CAT. The CAT operating year shall be from the 1st day of July to through the 30th day of June of the following calendar year. HighPointe and the City are in agreement to the bus

routes and timetable set forth in the annual calendar of bus service schedule that is attached to this contractual agreement and which coincides with the academic calendar of Clemson University known as Appendix A.

B. Length of Services and Hours

Clemson Area Transit (CAT) will provide 1,893 hours of service during the fall and spring semesters of the Clemson University academic year. An additional 642 hours have been allocated for a third bus, which will commence service on October 1, 2025, and continue through Spring 2026.

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

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

III. FINANCIAL/EQUIPMENT COMMITMENTS

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

A. HighPointe

For the City's provision of public mass transportation services through CAT, HighPointe shall collectively pay to the City One Hundred Seventy Seven Thousand Two Hundred Seventy Dollars ($177,270) for the fiscal year beginning July 1, 2025 and ending June 30, 2026. This sum shall represent HighPointe's matching contribution of operating and administrative costs.

The sum is due and payable monthly in 10 equal amounts of $17,272 and shall be paid on September 1, 2025 to June 1, 2026.

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

The payments associated with service for fiscal year 2025-2026 will be in accordance with the proposal that was provided to HighPointe HOA (HighPointe). In the event that HighPointe desires to increase service hours, CAT will make attempts to accommodate said extensions of fixed route service at a cost of $90.36 per hour.

B. City of Clemson

a. The City will prepare a transit operational budget for the term of this agreement.
b. The City will maintain a CAT enterprise fund account as part of its operating budget. In the event that this agreement is terminated, as provided in section VII, below, the City will remit to HighPointe all funds paid for CAT services of this agreement in the CAT enterprise account within sixty (60) days, if said funds are available for the unused balance of the annual scheduled routes at the time of termination.
c. The City will deposit into the CAT account all funds received from HighPointe pursuant to this agreement, to include any and all revenues generated by the CAT operations.
d. The City, at every opportunity, shall apply for federal and state grants for CAT. Any grant applications which commit HighPointe resources shall be reviewed and approved by both parties prior to the grant application being used to benefit the parties to this agreement. All future transit grant funds received by the City will be deposited into the CAT account.
e. The City will purchase adequate vehicle insurance for all vehicles and will provide the parties with proof of insurance of the policy. The premium for this insurance will be paid out of the transit account maintained by the City.
f. The City shall operate CAT in accordance with the terms and conditions of this agreement, including any amendments or modifications mutually agreed upon by the parties.
g. All CAT personnel must be employees of the City.

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

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

V. OVERSIGHT

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

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- Clemson University Director of Parking and Transportation

- Clemson University Procurement Director
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- A representative from the City of Seneca
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- Clemson Area Transit - Operations Manager
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- Capital improvement programs

VI. AMENDMENTS

This contract may be amended at any time upon mutual agreement of the City and HighPointe. The parties understand that any subsequent changes that expand bus route schedule and timetable to further accommodate the ridership may involve additional costs beyond what has been budgeted for the year in question. Accordingly, the parties agree that any additional costs for any expansion of the agreed-upon bus route schedule and timetable to ridership will be paid by the requesting party through an amendment to this agreement.

VII. TERMINATION

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

VIII. HOLD HARMLESS

HighPointe shall hold harmless the City and CAT from and against all damages, losses, liens, cause of action, suits, judgements, expenses, and other claims of any nature, kind or description by any entity or person resulting from the operation of CAT under the performance of this agreement through procurement of and coverages offered under the following insurance: general liability, public official liability, automobile and bus, worker's compensation, excess liability insurance coverage, and any other insurance endorsements that serve to protect the City and its CAT partners.

IX. FEDERAL CLAUSES

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

(signatures next page)

APPROVED AND ACCEPTED BY:

HIGHPOINTE OWNERS ASSOCIATION	CITY OF CLEMSON

By: ______________________________

ITS: ______________________________

Date: ______________________________

By: ______________________________
CAT Transit Administrator Date

By: ______________________________
City Administrator Date

By: ______________________________
Clemson Mayor Date

City of Clemson
Agenda Item Request Form

Requested By: Rebekah Wilbanks, Parking Services Manager

Date Submitted: 10/28/2025

Council Meeting Date: 11/3/2025

Type of Request: (check only one)

- ☐ Report/Discussion
- ☒ Policy/Action
- ☐ Executive Session

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

Authorize the Parking Services Manager to enter into negotiations for the City of Clemson Parking Study.

Agenda Item Detail: (expand as necessary for clarification)

In the FY 2026 Budget, City Council approved a Comprehensive Parking Study of the Downtown District.

An advertisement for the Parking Study was published on August 7, 2025. All submissions were reviewed on August 28, 2025.

The new selection committee reviewed five bid submissions and selected three consultants for interviews. These were conducted interviews the week of October 27, 2025.