



City of Clemson

Office of the Mayor

Larry W. Abernathy
Mayor

April 22, 1992

Dr. A. Max Lennon
President
Clemson University
201 Sikes Hall
Clemson, South Carolina 29634

Dear Dr. Lennon:

Enclosed is a draft agreement regarding annexation/consolidation of the Clemson University campus into the City of Clemson which was unanimously approved by City Council on April 20, 1992.

I will be pleased to meet with you any time to review the proposed agreement or modifications which may be offered.

We look forward to hearing from you on our proposal.

Sincerely,

A handwritten signature in cursive script that reads "Larry W. Abernathy".

Larry W. Abernathy
Mayor

A handwritten signature in cursive script that reads "Charles F. Helsel".

Charles F. Helsel
City Administrator

Agreement
Annexation/Consolidation of Municipal Services
City of Clemson/Clemson University

OBJECTIVE

The City of Clemson offers to bring the main campus of Clemson University (figure 1) into the corporate limits of the City of Clemson, and allow for consolidation of municipal services where feasible.

LEGAL METHOD

State Code 5-3-140 provides that municipalities may annex state properties with the approval of the State Budget and Control Board. In that the Budget and Control Board does not recognize Clemson University as a municipality in the distribution of State Shared Revenues, it is concluded that this is the proper statute to follow in accomplishing the objective above.

SPECIAL CONDITIONS

1. Revenues

- a. One half of all State Shared Revenues attributable to the student population on campus (estimated at \$125,000 annually) shall be budgeted for mutually beneficial projects or services.
- b. The University is exempt from all property taxes.
- c. Business licenses will not be required of University owned on-campus businesses.
- d. The city will not impose any ticket tax on any university sponsored events on campus without University approval.
- e. Fees in lieu of taxes will be charged for any municipal services by the city for the university.

2. Zoning and building/fire codes

- a. All University properties to be annexed shall be zoned "University", a new class which will be exempt from all city land use regulations. The requested "University" zoning will be done by the usual procedure of amending the city zoning ordinance to provide for the new district designation, followed by an ordinance to apply that district organization to the university property. All notice and hearing procedures will be followed as for other rezonings.

- b. Enforcement of all applicable building and fire codes on campus will be performed solely by the University.
- c. The University is subject to all zoning classes presently existing within the city. The purchase of land within the city by the University will not automatically change its zoning class to "university".

3. Public Safety

Police

- a. The City and University Police Departments shall continue to operate as separate, but coordinated departments.
- b. Incidents arising on the campus shall be handled by the University Police Department.
- c. Incidents arising off campus shall be handled by the City Police Department.
- d. University and city police shall have radio frequencies which allow ready communications between the two forces.
- e. Streets which border both the city and the university shall be policed by the city.

Fire

- a. The City will plan to construct and equip a fire substation to supplement service to the city and the campus.
- b. The university will continue to operate the existing fire station for the campus and the city, and amend the existing contract to include operation of the future proposed fire substation.
- c. The city shall bear 100% of the expenses of the future proposed substation, and the incremental expense of serving the city from the main station.

Dispatching

- a. All dispatching - Police, Fire, and EMS will be performed by the City.
- b. Expenses shall be shared proportionately between the City and the University.

Jail

- a. The city will continue to provide the university overnight jail facilities.
- b. An appropriate daily fee will be charged for each case.

Court

- a. The University Court shall be consolidated with and operated as a branch of the City Court.
- b. A consolidated Court Administrator shall be appointed by the City.
- c. All on-campus parking cases shall be handled in the University branch. The University shall pay all expenses of the branch and retain all parking fine revenues.
- d. All other cases (criminal and traffic) shall be handled in the city court.

4. Public Works and Utilities

- a. Streets - All state streets in the city and on the campus are, and will continue to be, maintained by the state. The city may contract with the university for maintenance of university streets for a fee.
- b. Sanitation - City commercial sanitation services are available to the university on a fee basis.
- c. Water - The city and the university both obtain treated water from Duke Power, and will continue to operate separate water distribution systems. Consolidation of systems may be accomplished by separate negotiations.
- d. Sewer - The city and the university will continue to operate separate sewer treatment facilities and collection systems. Shared use of facilities may be contracted and is encouraged. Consolidation of systems may be accomplished by separate negotiations.

5. Recreation

- a. The city's recreation facilities and programs are available free or at reduced rates to city residents. (Presently on-campus students must pay non-resident fees.)

ACCEPTANCE AND AMENDMENT

This document is hereby accepted and may be subsequently amended upon joint approval of the Clemson City Council, the Board of Directors and President of Clemson University, and the Budget and Control Board.

For the City of Clemson and Clemson City Council :

Larry W. Abernathy, Mayor Date Attest

For Clemson University and The Board of Directors:

Billy L. Amick, Chairman Date Attest

Max Lennon, President Date Attest

PETITION FOR ANNEXATION

The Budget and Control Board, pursuant to state code section 5-3-140, does hereby petition the City of Clemson for annexation of the Clemson University Campus into its corporate limits. The area requested to be annexed, consisting of approximately 1,945 acres, is shown on Figure 1 and is further described as follows:

"Beginning at a point on State Highway 93 at the western limits of the City of Clemson and following Highway 93 westward to the shoreline of Lake Hartwell, then following the shoreline of Lake Hartwell southward to the Carolina and Northwestern railroad track, then following said railroad tracks eastward to US 76 at the Clemson City limits, then following the Clemson city limits/Clemson University property line north and westerly back to the point of beginning."

This petition is contingent upon fulfillment of conditions set forth in the attached agreement between the City and the University.

Submitted on behalf of the Budget and Control Board by

Governor Carroll Campbell Date Attest
Chairman

CITY OF
CLEMSON

FIGURE 1
AREA TO BE
ANNEXED



CLEMSON UNIVERSITY

HARTWELL
LAKE