

ORDINANCE

AUTHORIZING THE EXECUTION AND DELIVERY OF A MULTI-COUNTY PARK AGREEMENT, GOVERNING A MULTI-COUNTY BUSINESS AND INDUSTRIAL PARK KNOWN AS CONNEXIAL CENTER INDUSTRIAL PARK, BY AND BETWEEN GREENVILLE COUNTY, SOUTH CAROLINA, AND LAURENS COUNTY, SOUTH CAROLINA, TO DESIGNATE THE BOUNDARIES OF THE PARK; AND OTHER RELATED MATTERS.

WHEREAS, Greenville County, South Carolina (“County”), and Laurens County, South Carolina (collectively, “Counties”), are authorized under Article VIII, Section 13(D) of the South Carolina Constitution and Section 4-1-170 of the Code of Laws of South Carolina, 1976, as amended (“Act”), to jointly develop an industrial or business park in the geographical boundaries of one or more of the member Counties; and

WHEREAS, as provided under the Act, to promote the economic welfare of their citizens, the Counties have agreed to create a new multi-county industrial park to be located in Laurens County, known as the Connexial Center Industrial Park (“Park”), which will encourage additional development in the Counties; and

WHEREAS, the Counties now desire to adopt and enter into a Master Agreement governing the Park (“Agreement”) to provide for the creation and administration of the Park; and

WHEREAS, the Counties desire to include in the boundaries of the Park property located in the Counties and described as an Exhibit to the Agreement, which the Counties intend to update (without further action by the Counties’ Councils) as additional property is added to the Park according to the Agreement (collectively, “Property”).

NOW, THEREFORE, BE IT ORDAINED by the Greenville County Council:

Section 1. The County Council Chair, or the Vice Chair in the event the Chair is absent, is authorized to execute the Agreement; the Clerk to the County Council is authorized to attest the same; and the County Administrator is further authorized and directed to deliver the Agreement to Laurens County. A substantially final form of the Agreement is attached as Exhibit A. The form and terms of the Agreement are approved, with any revisions approved by the county’s legal counsel, and all of the terms of the Agreement are incorporated in this Ordinance by reference as if the Agreement were set forth in this Ordinance in its entirety.

Section 2. The County Council Chair, or the Vice Chair in the event the Chair is absent, the Clerk to County Council, and the County Administrator (or their respective designees) are authorized to execute whatever other documents and take whatever further actions as may be necessary to effect the intent of this Ordinance.

Section 3. If any part of this Ordinance is unenforceable, the remainder is unaffected.

Section 4. Any ordinance, resolution, or order, the terms of which conflict with this Ordinance, is, only to the extent of that conflict, repealed.

Section 5. This Ordinance shall take effect on the date of its adoption.

DONE IN REGULAR MEETING THIS _____ DAY OF _____, 2021.

Willis H. Meadows, Chairman
Greenville County Council

ATTEST:

Regina McCaskill
Clerk to Council

Joseph M. Kernell
County Administrator

Exhibit A

MASTER AGREEMENT
GOVERNING THE
CONNEXIAL CENTER INDUSTRIAL PARK
BETWEEN
LAURENS COUNTY, SOUTH CAROLINA
AND
GREENVILLE COUNTY, SOUTH CAROLINA

_____, 2021

PREPARED BY:
BRONZE DERBY CONSULTING, LLC
P O BOX 786
CLINTON SC 29325

**INSTRUCTIONS
FOR
COUNTY AUDITOR AND COUNTY TREASURER**

ALL PROPERTY LOCATED IN THIS MULTI-COUNTY INDUSTRIAL/BUSINESS PARK IS EXEMPT FROM *AD VALOREM* TAXES AND IS SUBJECT INSTEAD, UNDER THE TERMS OF THE STATE CONSTITUTION, TO A FEE-IN-LIEU OF *AD VALOREM* TAXES EQUAL TO WHAT THE TAXES WOULD HAVE BEEN. HOWEVER, THE FEE-IN-LIEU PAYMENTS MAY BE BELOW NORMAL *AD VALOREM* TAX RATES IF THE PROPERTY IS SUBJECT TO A NEGOTIATED FEE-IN-LIEU OF TAXES ("PILOT") ARRANGEMENT. WHEN PREPARING THE FEE BILLS FOR ALL PROPERTY LOCATED IN THIS PARK, PLEASE REFERENCE THE PILOT RECORDS TO ENSURE THE CORRECT MILLAGE RATE AND ASSESSMENT RATIO ARE USED.

ONCE A FEE BILL HAS BEEN PAID, THE PROVISIONS OF THIS AGREEMENT GOVERN HOW THE FEE RECEIVED IS TO BE DISTRIBUTED BETWEEN THE COUNTIES AND THEN AMONG THE VARIOUS TAXING ENTITIES IN EACH COUNTY. EACH COUNTY MAY ALTER THE CUSTOMARY DISTRIBUTION OF REVENUE.

THIS MASTER AGREEMENT ("Agreement"), effective _____, 2021 ("Effective Date"), between Laurens County, South Carolina ("Laurens"), a political subdivision of the State of South Carolina ("State"), and Greenville County, South Carolina ("Greenville"), a political subdivision of the State (Greenville with Laurens, collectively, "Counties", each, a "County"), is entered into pursuant to Article VIII, Section 13(D) of the South Carolina Constitution, as amended, and South Carolina Code Annotated Section 4-1-170 (collective, "MCIP Law").

RECITALS:

WHEREAS, the Counties are permitted by the MCIP Law to create one or more multi-county industrial/business parks;

WHEREAS, to promote the economic welfare of their citizens, and anticipating requests from one or more companies, the Counties have determined to create a new multi-county industrial/business park in which to locate real property, as more particularly described on Exhibit A-1 for parcels located in Laurens and Exhibit A-2 for parcels located in Greenville (as Exhibit A-1 and Exhibit A-2 may each be updated, from time to time, as provided by Article I) (collectively, "Property");

WHEREAS, the Counties now desire to create the "Connexial Center Industrial Park" ("Park");

WHEREAS, in *Horry County School District v. Horry County*, 346 SC 621, 5523 SE2d 737 (2001) ("*Horry County Case*"), the South Carolina Supreme Court provided guidance regarding the MCIP Law and established requirements for the contents of multi-county industrial /business park agreements; and

WHEREAS, the counties adopt this Agreement as the governing document for the Park and intend it to meet the requirements of the MCIP Law and the *Horry County Case*.

NOW, THEREFORE, on the basis of the mutual covenants in this Agreement, the sufficiency of which consideration the Counties acknowledge, the Counties agree:

**ARTICLE I
PARK BOUNDARIES**

Section 1.01. *Park Boundaries.*

(a) The Park consists of all Property described on Exhibits A-1 and A-2. A county may increase the Park's boundaries, from time to time, unilaterally by adopting an approving resolution or ordinance approving the increase in the Park's boundaries. This Agreement is amended, without further action by either County's governing body, once the County approving the increase delivers to the other County a copy of the approving resolution or ordinance and an amended Exhibit A-x, containing a description of the additional parcel.

(b) The Counties may decrease the Park's boundaries, from time to time, by the Counties adopting any combination of an approving resolution and ordinance, approving the decrease in the Park's boundaries. Prior to a decrease in the Park's boundaries, the County in which the parcel to be removed is located shall hold a public hearing. That County shall publish notice of the public hearing in a newspaper of general circulation in that County at least once, not less than fifteen (15) days prior to the public

hearing. This Agreement is amended, without further action by either County's governing body, once each County has adopted its approving resolution or ordinance and the County in which the parcel to be removed is located delivers to the other County an amended Exhibit A-x, without a description of the removed parcel.

(c) Notwithstanding any part of this Agreement to the contrary, neither County shall diminish the Park's boundaries, without consent from the owner (or lessee) of a parcel of Property, until the end of the 40th calendar year following the end of the calendar year in which that owner's (or lessee's) parcel of Property was included in the Park.

ARTICLE II TAX STATUS OF PROPERTIES LOCATED IN THE PARK

Section 2.01. *Constitutional Exemption from Taxation.* Under the MCIP Law, during this Agreement's term, Property is exempt from all *ad valorem* taxation.

Section 2.02. *Fee-in-Lieu of Taxes.* Except as provided in Section 2.03, the owners or lessees of Property shall pay an amount equivalent to the *ad valorem* property taxes or other in lieu of payments that would have been due and payable but for the location of Property in the Park.

Section 2.03. *Negotiated Fee-in-Lieu of Taxes.* The amount of the annual payments due from the owner or lessee under Section 2.02 is reduced by virtue of any negotiated fee-in-lieu of *ad valorem* taxes incentive with either County. (collectively, Sections 2.02 and 2.03 are "FILOT Revenue")

ARTICLE III SHARING OF FILOT REVENUE AND EXPENSES OF THE PARK

Section 3.01. *Expense Sharing.* The Counties shall share all expenses related to the Park. If the parcel of Property is located in Laurens, then Laurens shall bear 100% of the expenses. If the parcel of Property is located in Greenville, then Greenville shall bear 100% of the expenses.

Section 3.02. *FILOT Revenue Sharing.*

(a) The Counties shall distribute revenue generated in the Park from a source other than FILOT Revenue directly to the County in which the revenue is generated, to be expended in any manner as that County deems appropriate.

(b) The Counties shall share all FILOT Revenue according to the following distribution method:

(i) For Property located in Laurens: Laurens, after (i) reimbursing itself for expenditures made to attract any entity to locate in the Park and (ii) making any reductions required by law or other agreement, retain 99% of the FILOT Revenue and transmit 1.0% of the FILOT Revenue to Greenville.

(ii) For Property located in Greenville: Greenville, after (i) reimbursing itself for expenditures made to attract any entity to locate in the Park and (ii) making any reductions required by law or other agreement, retain 99% of the FILOT Revenue and transmit 1.0% of the FILOT Revenue to Laurens.

Section 3.03. *FILOT Revenue Distribution in Each County.*

(a) According to *Horry County Case*, each County is required to set forth the distribution method of FILOT Revenue in that County, after distribution of FILOT Revenue as provided by Section 3.02:

- (i) For Property located in Laurens:
 - (a) Laurens County General Fund is entitled to received 60%;
 - (b) Connexial Center Industrial Park Maintenance Fund as managed by the Laurens County Development Corporation is entitled to received 30%; and
 - (c) Laurens County Special Projects Account is entitled to receive 10%.

(ii) For Property located in Greenville:
Revenues generated by the Park through the payment of FILOT Revenue distributed to Greenville County shall then be distributed within Greenville County to the political subdivisions in Greenville County in accordance with the applicable governing ordinance of Greenville County in effect from time to time.

(iii) Each County elects to retain 100% of the 1.0% of the FILOT Revenue received from the other County.

(b) Each County, by adoption of an ordinance in that County, may unilaterally amend its internal distribution method.

Section 3.04. *Annual Report and Disbursement.* Not later than July 15 of each year, starting July 15 of the first year in which either County receives FILOT Revenue, each County shall prepare and submit to the other County a report detailing the FILOT Revenue owed under this Agreement. Each County shall deliver a check for the amount reflected in that report at the same time to the other County.

**ARTICLE IV
MISCELLANEOUS**

Section 4.01. *Jobs Tax Credit Enhancement.* The Company is entitled to whatever enhancement of the regular jobs tax credits authorized by South Carolina Code Annotated Section 12-6-3360, or any successive provisions as may be provided under South Carolina law.

Section 4.02. *Assessed Valuation.* For the purpose of bonded indebtedness limitation and computing the index of taxpaying ability pursuant to South Carolina Code Annotated Section 59-20-20(3), allocation of the assessed value of Property to each County is identical to the percentage of FILOT Revenue retained and received by each County in the preceding fiscal year.

Section 4.03. *Records.* Each County shall, at the other County's request, provide a copy of each record of the annual tax levy and the fee-in-lieu of *ad valorem* tax invoice for Property and a copy of the applicable County Treasurer's collection records for the fee-in-lieu of *ad valorem* taxes so imposed, as these records became available in the normal course of each County's procedures.

Section 4.04. *Applicable Law.* To avoid any conflict of laws between the counties, the county law of the County in which a parcel of Property is located is the reference for regulation of that parcel of Property in the Park. Nothing in this Agreement purports to supersede state or federal law or regulation. The County in which a parcel of Property is located is permitted to adopt restrictive covenants and land use requirements for that part of the Park.

Section 4.05. *Law Enforcement.* The Sheriff's Department for the County in which a parcel of Property is located has initial jurisdiction to make arrests and exercise all authority and power with respect to that parcel; electrical, natural gas, sewer, water, fire, and EMS service for each parcel of Property in the Park is provided by the applicable service district or other political unit in the applicable County.

Section 4.06. *Binding Effect of Agreement.* This Agreement is binding after executed by the Counties.

Section 4.07. *Severability.* If (and only to the extent) that any part of this Agreement is unenforceable, then that portion of the Agreement is severed from the Agreement and the remainder of this Agreement is unaffected.

Section 4.08. *Complete Agreement: Amendment.* This Agreement is the entire agreement between the Counties with respect to this subject matter and supersedes all agreements, representations, warranties, statements, promises, and understandings, whether oral or written, with respect to the Park and neither County is bound by any oral or written agreements, statements, promises, or understandings not set forth in this Agreement.

Section 4.09. *Counterpart Execution.* The Counties may execute this Agreement in multiple counterparts.

Section 4.10. *Termination.* Notwithstanding any part of this Agreement to the contrary, neither County shall terminate this Agreement, without consent from the owner (or lessee) of any Property, until the end of the 50th calendar year following the end of the calendar year in which this Agreement becomes effective.

*[SIGNATURE PAGE FOLLOWS]
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IN WITNESS WHEREOF, the Counties have each executed this Agreement, effective on the Effective date.

LAURENS COUNTY, SOUTH CAROLINA

By: _____
Chairman of County Council

By: _____
County Administrator

ATTEST:

(SEAL)

Clerk of County Council

GREENVILLE COUNTY, SOUTH CAROLINA

By: _____
Chairman of County Council

By: _____
County Administrator

ATTEST:

(SEAL)

Clerk of County Council

EXHIBIT A-1

**LAURENS COUNTY PROPERTY DESCRIPTION
CONNEXIAL CENTER**

[TO BE UPDATED ACCORDING TO ARTICLE I OF THE AGREEMENT]

**EXHIBIT A-2
GREENVILLE COUNTY PROPERTY DESCRIPTION
CONNEXIAL CENTER**

[TO BE UPDATED ACCORDING TO ARTICLE I OF THE AGREEMENT]