

STATE OF SOUTH CAROLINA))
COUNTY OF EDGEFIELD))

ORDINANCE NO. 20-21-777

AN ORDINANCE AUTHORIZING THE DEVELOPMENT OF A JOINTLY OWNED AND OPERATED INDUSTRIAL/BUSINESS PARK IN CONJUNCTION WITH AIKEN COUNTY, SUCH INDUSTRIAL/BUSINESS PARK TO BE GEOGRAPHICALLY LOCATED IN EDGEFIELD COUNTY AND ESTABLISHED PURSUANT TO SEC. 4-1-170 OF THE CODE OF LAWS OF SOUTH CAROLINA, 1976, AS AMENDED; TO PROVIDE FOR A WRITTEN AGREEMENT WITH AIKEN COUNTY TO PROVIDE FOR THE EXPENSES OF THE PARK, THE PERCENTAGE OF REVENUE APPLICATION, AND THE DISTRIBUTION OF FEES IN LIEU OF AD VALOREM TAXATION; AND OTHER MATTERS RELATED THERETO.

BE IT ORDAINED BY THE COUNTY COUNCIL OF EDGEFIELD COUNTY, SOUTH CAROLINA:

SECTION I: Edgefield County is hereby authorized to jointly develop an industrial and business park with Aiken County (the “Park”). The Park shall be located initially on lands located in Edgefield County only as authorized by Sec. 4-1-170 of the South Carolina Code of Laws 1976, as amended.

SECTION II: Edgefield County will enter into a written agreement to develop the Park jointly with Aiken County in substantially the form attached hereto as Schedule I and incorporated herein by reference (the “Park Agreement”). The Chairman of Edgefield County Council is hereby authorized to execute the Park Agreement on behalf of Edgefield County, with such changes thereto as the Chairman shall deem, upon advice of counsel, necessary and do not materially change the import of the matters contained in the form of agreement set forth in Schedule I.

SECTION III: The businesses or industries located in the Park will pay a fee in lieu of ad valorem taxes as provided for by law or as set forth in the Park Agreement. With respect to properties located in the Edgefield County portion of the Park, the fee paid in lieu of ad valorem taxes shall be paid to the Treasurer of Edgefield County. That portion of such fee allocated pursuant to the Park Agreement to Aiken County shall be thereafter paid by the Treasurer of Edgefield County to the Treasurer of Aiken County within ten (10) business days of receipt for distribution in accordance with the terms of the agreement. With respect to properties located in the Aiken County portion of the Park, the fee paid in lieu of ad valorem taxes shall be paid to the Treasurer of Aiken County. That portion of such fee allocated pursuant to the Park Agreement to Edgefield County shall thereafter be paid by the Treasurer of Aiken County to the Treasurer of Edgefield County within ten (10) business days of receipt for distribution in accordance with the terms of the Park Agreement.

SECTION IV: Revenues generated from industries or businesses located in the Edgefield County portion of the Park and to be retained by Edgefield County pursuant to the Park Agreement shall be distributed within Edgefield County in the following manner:

First, unless Edgefield County elects to pay or credit the same from only those revenues which Edgefield County would otherwise be entitled to receive as provided

under “Third” below, to pay annual debt service on any special source revenue bonds issued by Edgefield County pursuant to, or to be utilized as a credit in the manner provided in the second paragraph of, Section 4-1-175, Code of Laws of South Carolina 1976, as amended, or any successor statutes or provisions, payable in whole or in part by or from revenues generated from any properties in the Park; and

Second, at the option of Edgefield County, to reimburse Edgefield County for any expenses incurred by it in the development, operation, maintenance and promotion of the Park or the businesses located therein;

Third, to those taxing districts which overlap the applicable properties within Edgefield County’s portion of the Park, in a pro-rata fashion based on comparative millage rates for the year in question of such taxing districts;

provided, that (i) all taxing districts which overlap the applicable properties within the Park shall receive some portion of the revenues generated from such properties; and (ii) all revenues receivable by a taxing entity in a fiscal year shall be allocated to operations and maintenance and to debt service as determined by the governing body of such taxing entity; and (iii) the County may, by ordinance, from time to time, amend the distribution of the fee in lieu of tax payments to all taxing entities.

SECTION V: This Ordinance shall supersede and amend in its entirety any other ordinances or resolutions of Edgefield County Council pertaining to the Park.

SECTION VI: Should any section of this Ordinance be, for any reason, held void or invalid, it shall not affect the validity of any other section hereof which is not itself void or invalid.

SECTION VII: This Ordinance shall be effective after third and final reading thereof.

(The remainder of this page is intentionally left blank.)

ATTEST:

EDGEFIELD COUNTY,
SOUTH CAROLINA

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

STATE OF SOUTH CAROLINA)
)
COUNTY OF EDGEFIELD)

I, the undersigned, Clerk to County Council of Edgefield County, South Carolina (“County Council”), DO HEREBY CERTIFY:

That the foregoing constitutes a true, correct, and verbatim copy of an Ordinance adopted by the County Council. The Ordinance was read and received a favorable vote at three public meetings of the County Council on _____, _____ and _____. At least one day passed between first and second reading, and at least seven days passed between second and third readings. A public hearing was held on _____, and notice of the public hearing was published in _____ on _____. At each meeting, a quorum of County Council was present and remained present throughout the meeting.

Attached hereto are excerpts of the minutes of the meetings of the County Council. The County Council complied with the Freedom of Information Act, Chapter 4, Title 30 of the S.C. Code of Laws, 1976, in connection with said meetings of County Council.

The Ordinance is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my Hand and the Seal of Edgefield County Council, South Carolina, as of this ____ day of _____, 2020.

Signature: _____
Name: Taz Potts
Title: Clerk to County Council

STATE OF SOUTH CAROLINA)	AGREEMENT FOR THE DEVELOPMENT OF A JOINT INDUSTRIAL AND BUSINESS PARK (Aiken and Edgefield Counties – PROJECT BUGLE)
)	
COUNTY OF AIKEN)	
COUNTY OF EDGEFIELD)	

THIS AGREEMENT for the development of a joint industrial and business park to be located within Edgefield County and Aiken County is made and entered into as of this ____ day of _____, 2020, by and between Edgefield County and Aiken County.

WITNESSETH:

WHEREAS, Edgefield County, South Carolina (“Edgefield County”) and Aiken County, South Carolina (“Aiken County”), are contiguous counties which, pursuant to ordinance no. _____ adopted by Aiken County Council on _____, 2020, and ordinance no. _____ adopted by Edgefield County Council on _____, 2020 (collectively, the “Enabling Ordinances”), have each determined that, in order to promote economic development and thus provide additional employment opportunities within both of said counties, there should be established, initially in Edgefield County, a Joint County Industrial and Business Park (the “Park”), to be located upon property described in Exhibit A hereto; and

WHEREAS, as a consequence of the establishment of the Park, property comprising the Park and all property having a situs therein shall be exempt from ad valorem taxation pursuant to Article VIII, Section 13 of the South Carolina Constitution, but the owners or lessees of such property shall pay annual fees in an amount equal to that amount for which such owner or lessee would be liable except for such exemption;

NOW, THEREFORE, in consideration of the mutual agreement, representations and benefits contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Effective Date. This Agreement is effective immediately, except to the extent that the property described in Exhibit A is subject to an existing park agreement. In the event that the property described in Exhibit A is included within an existing park agreement, this Agreement shall become effective immediately upon termination of the existing agreement covering the property described in Exhibit A.

2. Binding Agreement. This Agreement serves as a written instrument setting forth the entire agreement between the parties and shall be binding on Edgefield County and Aiken County, and their successors and assigns.

3. Authorization. Article VIII, Section 13(D) of the Constitution of South Carolina provides that counties may jointly develop an industrial or business park with other counties within the geographical boundaries of one or more of the member counties, provided that certain conditions specified therein are met and further provided that the General Assembly of the State of South

Carolina provides by law a manner in which the value of property in such park will be considered for purposes of bonded indebtedness of political subdivisions and school districts and for purposes of computing the index of taxpaying ability pursuant to any provision of law which measures the relative fiscal capacity of a school district to support its schools based on the assessed valuation of taxable property in the district as compared to the assessed valuation of taxable property in all school districts in South Carolina. Section 4-1-170, Code of Laws of South Carolina, 1976, as amended (the "Code") satisfied the conditions imposed by Article VIII, Section 13(D) of the Constitution and provides the statutory vehicle whereby a joint county industrial or business park may be created.

4. Location of the Park.

(A) As of the date of this Agreement, the Park consists of properties located in Edgefield County only, as further identified in Exhibit A (Edgefield) hereto. It is specifically recognized that the Park may, from time to time, consist of non-contiguous properties within each county. The boundaries of the Park may be enlarged or diminished from time to time as authorized by ordinances or resolutions of the County Councils of both Edgefield County and Aiken County. If the Park encompasses all or a portion of a municipality, the counties must obtain the consent of the municipality prior to creation of the Park.

(B) In the event of any enlargement or diminution of the boundaries of the Park, this Agreement shall be deemed amended and there shall be attached hereto a revised Exhibit A (Edgefield County Properties) or Exhibit B (Aiken County Properties), as the case may be, which shall contain a legal description of the boundaries of the Park, as enlarged or diminished, together with a copy of the ordinances or resolutions of Edgefield County Council and Aiken County Council pursuant to which such enlargement or diminution was authorized.

(C) Prior to the adoption by Edgefield County Council and by Aiken County Council of ordinances authorizing the diminution of the boundaries of the Park, separate public hearings shall first be held by Edgefield County Council and by Aiken County Council. Notice of such public hearings shall be published in newspapers of general circulation in Edgefield County and Aiken County, respectively, at least once and not less than fifteen (15) days prior to such hearing. Notice of such public hearings shall also be served in the manner of service of process at least fifteen (15) days prior to such public hearing upon the owner and, if applicable, the lessee of any real property which would be excluded from the Park by virtue of the diminution.

(D) The owner, or, if applicable, lessee of any property located within the Park, may remove personal property from the Park at any time, unless specifically prohibited otherwise.

5. Fee in Lieu of Taxes. Pursuant to Article VIII, Section 13(D), South Carolina Constitution, property located in the Park shall be exempt from ad valorem taxation. The owners or lessees of any property situated in the Park shall pay in accordance with this Agreement an amount (referred to as fees in lieu of ad valorem property taxes) equivalent to the ad valorem property taxes that would have been due and payable but for the location of such property within the Park, provided that this paragraph shall not prohibit Edgefield or Aiken from entering into a negotiated fee in lieu of tax incentive agreement applicable to any property located within the park. Payments of fees in lieu of taxes will be made on or before the due date for taxes for a particular year. Penalties for late

payment will be at the same rate as late tax payment. Any late payment beyond said date will accrue interest at the rate of statutory judgment interest. The counties, acting by and through the Treasurers of Edgefield County and Aiken County, shall maintain all liens and rights to foreclose upon liens provided for counties in the collection of ad valorem taxes.

6. Allocation of Expenses. Edgefield County and Aiken County shall bear expenses, including, but not limited to, development, operation, maintenance and promotion of the Park and the cost of providing public services, in the following proportions:

If property is in Edgefield County portion of the Park:

(1)	Edgefield County	100%
(2)	Aiken County	0%

If property is in Aiken County portion of the Park:

A.	Edgefield County	0%
B.	Aiken County	100%

7. Allocation of Revenues. Edgefield County and Aiken County shall receive an allocation of all revenue generated by the Park through payment of fees in lieu of ad valorem property taxes or from any other source (net of any special source revenue credits provided by either County) in the following proportions:

If property is in Edgefield County portion of the Park:

A.	Edgefield County	99%
B.	Aiken County	1%

If property is in Aiken County portion of the Park:

A.	Edgefield County	1%
B.	Aiken County	99%

8. Revenue Allocation Within Each County.

(A) Revenues generated by the Park through the payment of fees in lieu of ad valorem property taxes shall be distributed to Edgefield County and to Aiken County, as the case may be, according to the proportions established by Paragraph 6 herein. With respect to revenues allocable to Edgefield County or Aiken County by way of fees in lieu of taxes generated within its own County (the "Host County"), such revenue shall be distributed within the Host County in the manner provided by ordinance of the county council of the Host County; provided, that (i) all taxing districts which overlap the applicable revenue-generating portion of the Park shall receive at least some portion of the revenues generated from such portion, and (ii) with respect to amounts receivable in any fiscal year by a taxing entity, the governing body of such taxing entity shall allocate the revenues

received to operations and/or debt service of such entity. Each Host County is hereby specifically authorized to use a portion of revenue for economic development purposes as permitted by law and as established by ordinance of the County Council of the Host County.

(B) Revenues allocable to Edgefield County by way of fees in lieu of taxes generated within Aiken County shall be distributed solely to Edgefield County. Revenues allocated to Aiken County by way of fees in lieu of taxes generated within Edgefield County shall be distributed solely to Aiken County.

9. Fees In Lieu of Taxes Pursuant to Title 4 or Title 12 of the Code of Laws of South Carolina. It is hereby agreed that the entry by Edgefield County into any one or more fee in lieu of tax agreements pursuant to Title 4 or Title 12 of the Code with respect to property located within the Edgefield County portion of the Park and the terms of such agreements shall be at the sole discretion of Edgefield County. Likewise, entry by Aiken County into any one or more fee in lieu of tax agreements pursuant to Title 4 or Title 12, of the Code as amended, with respect to property located within the Aiken County portion of the Park and the terms of such agreements shall be at the sole discretion of Aiken County.

10. Regulation and Jurisdiction. Any ordinances of Edgefield County and Aiken County concerning zoning, health and safety regulations, and building code requirements will apply for the respective portions of the Park in Edgefield County and Aiken County. The Sheriff's Departments of Edgefield County and Aiken County will have jurisdiction to make arrests and exercise all authority and power within the boundaries of the respective portions of the Park in Edgefield County and Aiken County.

11. Assessed Valuation. For the purpose of calculating the bonded indebtedness limitation and for the purpose of computing the index of taxpaying ability pursuant to Section 59-20-20(3) of the Code, allocation of the assessed value of property within the Park to Edgefield County and Aiken County and to each of the taxing entities within the participating counties shall be identical to the allocation of revenue received and retained by each of the counties and by each of the taxing entities within the participating counties, pursuant to Paragraph 7 herein.

12. Severability. In the event and to the extent (and only to the extent) that any provision or any part of a provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable the remainder of that provision or any other provision or part of a provision of this Agreement.

13. Termination. Notwithstanding any provision of this Agreement to the contrary, Edgefield County and Aiken County agree that this Agreement may not be terminated by either party with respect to any property included herein without the consent of the affected property owner for a period of 40 years commencing with the effective date hereof.

WITNESS our hands and seals as of the date first above written.

EDGEFIELD COUNTY, SOUTH CAROLINA

(SEAL)

Signature: _____

Name: _____

Title: _____

ATTEST:

Signature: _____

Name: _____

Title: Clerk to County Council

AIKEN COUNTY, SOUTH CAROLINA

(SEAL)

Signature: _____

Name: _____

Title: _____

ATTEST:

Signature: _____

Name: _____

Title: Clerk to County Council

EXHIBIT A

EDGEFIELD COUNTY PROPERTIES

EXHIBIT B

AIKEN COUNTY PROPERTIES

None as of ___/___/2020

