

ORDINANCE NO. 381

AN ORDINANCE AUTHORIZING AN AGREEMENT FOR DESIGNATION OF PHASE XIX OF THE I-77 CORRIDOR REGIONAL INDUSTRIAL PARK BY AND BETWEEN FAIRFIELD COUNTY, SOUTH CAROLINA AND RICHLAND COUNTY, SOUTH CAROLINA, SO AS TO INCLUDE PROPERTY IN THE JOINT COUNTY INDUSTRIAL PARK GEOGRAPHICALLY LOCATED IN RICHLAND COUNTY, SOUTH CAROLINA, AND OTHER MATTERS RELATING THERETO.

WHEREAS, Fairfield County, South Carolina (the "County") and Richland County, South Carolina (jointly the "Counties") are authorized under Article VIII, Section 13(D) of the South Carolina Constitution and Section 4-1-170, South Carolina Code of Laws, 1976, as amended, to jointly develop an industrial or business park within the geographical boundaries of one or more of the member Counties; and

WHEREAS, in order to promote the economic welfare of the citizens of the County by providing employment and other benefits to the citizens of the County, the Counties previously entered into agreements for designation of properties to be included in the I-77 Corridor Regional Industrial Park (the "Park") as provided by Article VIII, Section 13 of the South Carolina Constitution and in accordance with Section 4-1-170 of the Code of Laws of South Carolina, 1976, as amended; and


WHEREAS, the Counties desire to expand the boundaries of the Park to include property occupied or to be occupied by Blue Cross and Blue Shield of South Carolina.

NOW, THEREFORE, BE IT ORDAINED BY THE FAIRFIELD COUNTY COUNCIL:

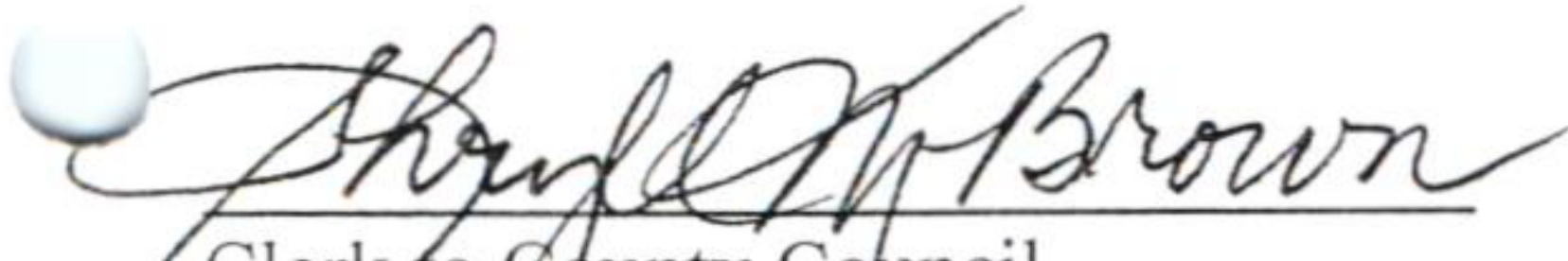
Section 1: The Chairperson is hereby authorized to execute an agreement between the Counties for Phase XIX of the Park, the form of which is attached hereto and incorporated herein as Exhibit A. Said Agreement shall include property to be occupied by Blue Cross and Blue Shield of South Carolina as indicated on the attached Exhibit A. The form, terms and provisions of the Agreement (attached as Exhibit A) are hereby approved, and all of the terms, provisions and conditions thereof are hereby incorporated herein by reference as if the Agreement were set out in this Ordinance in its entirety.

Section 2: If any section, subsection, or clause of this Ordinance shall be deemed to be unconstitutional or otherwise invalid, the validity of the remaining sections, subsections, and clauses shall not be affected thereby. This Ordinance shall be effective after the third and final readings.

**FAIRFIELD COUNTY,  
SOUTH CAROLINA**

By:   
Chairperson, County Council of  
Fairfield County, South Carolina

ATTEST:

  
Clerk to County Council  
Fairfield County, South Carolina

First Reading: August 8, 2000  
Second Reading: August 28, 2000  
Third Reading: October 9, 2000  
Public Hearing: October 9, 2000

## APPENDIX A

All that certain piece, parcel or tract of land situate, lying and being near Columbia, in Richland County, South Carolina, containing 76.60 acres, more or less, and being shown and designated as Parcel "A" on an ALTA/ACSM land title survey prepared by United Design Services, Inc. for Blue Cross Blue Shield of South Carolina, dated February 21, 1997, recorded in the RMC Office for Richland County, South Carolina, in Plat Book 56, Page 7915.

Said Parcel has the following metes and bounds as shown upon said survey, to wit:

Beginning at the southern most corner of said tract whereon it adjoins the right-of-way of Percival Road (SC Highway 12), and proceeding from thence to North  $78^{\circ}05'00''$  W for a distance of 303.84 feet to a pipe; thence proceeding North  $77^{\circ}39'18''$  W for a distance of 558.52 feet to a pin; thence proceeding North  $77^{\circ}39'27''$  W for a distance of 539.27 feet to a pin; thence turning and proceeding North  $27^{\circ}39'10''$  W for a distance of 462.26 feet to a point marked by rebar which lies upon the right-of-way of Interstate 20; thence turning and proceeding along the right-of-way of Interstate 20 North  $62^{\circ}20'50''$  E for a distance of 2,323.38 feet to a pipe; thence turning and proceeding in a curve along the right-of-way of Interstate 20 to a point marked by  $\frac{1}{2}$  inch rebar, said curve having a radius of 1,407.36 feet, a chord of 304.70 feet and a bearing of North  $73^{\circ}11'27''$  E; thence turning and proceeding away from the right-of-way of Interstate 20 South  $18^{\circ}12'40''$  E for a distance of 613.90 feet to a point marked by  $\frac{1}{2}$  inch rebar; thence turning and proceeding North  $71^{\circ}47'28''$  E for a distance of 511.02 feet to a point on the right-of-way of Clemson Road Extension (S-2033); said point being marked by  $\frac{1}{2}$  inch rebar; thence turning and proceeding in a curve along the right-of-way of Clemson Road Extension (S-2033), the radius of which measures 1,953.67 feet, a chord of which measures 270.19 feet and having a bearing of South  $22^{\circ}15'19''$  E to a pipe; thence proceeding along the right-of-way of Clemson Road Extension (S-2033), South  $26^{\circ}13'12''$  E for a distance of 338.70 feet to a pipe; thence turning and proceeding along the intersection of Clemson Road Extension (S-2033); and Percival Road (SC Highway 12) South  $18^{\circ}42'19''$  W for a distance of 70.80 feet to a pipe; thence turning and proceeding along the right-of-way of Percival Road (SC Highway 12) South  $63^{\circ}37'51''$  W for a distance of 1,866.16 feet to the Point of Beginning; all measurements being a little more or less, and reference being made to said plat for an additional description.

Derivation: Deed Book D1326, Page 0207  
TMS #: 25600-04-12

**AGREEMENT FOR DESIGNATION  
OF THE  
I-77 CORRIDOR REGIONAL INDUSTRIAL PARK  
PHASE XIX**

**THIS AGREEMENT**, made and entered into as of the \_\_\_\_\_ day of the month of \_\_\_\_\_, 2000, by and between FAIRFIELD COUNTY, a political subdivision of the State of South Carolina (“FAIRFIELD”); and RICHLAND COUNTY, a political subdivision of the State of South Carolina (“RICHLAND”), is made pursuant to Article VIII, Sec. 13(D), S.C. Constitution, as amended, and Sec. 4-1-170, S.C. Code of Laws, 1976, as amended (the “Code”).

**WHEREAS**, on February 22, 1993, the respective County Councils of FAIRFIELD and RICHLAND, committed to the joint investigation of the benefits of establishing a MULTI-COUNTY JOINT REGIONAL INDUSTRIAL PARK or PARKS;

**WHEREAS**, acting through their respective Councils, FAIRFIELD and RICHLAND did appoint three representatives each to the FAIRFIELD-

RICHLAND JOINT INDUSTRIAL PARKS STUDY COMMITTEE (STUDY COMMITTEE);

**WHEREAS**, the STUDY COMMITTEE performed its investigation and did recommend to the respective Councils of FAIRFIELD and RICHLAND the designation of a MULTI-COUNTY JOINT REGIONAL INDUSTRIAL PARK or PARKS in the Interstate Highway No. 77 corridor in FAIRFIELD AND RICHLAND;

**NOW, THEREFORE**, for and in consideration of the initial sum of Five Dollars (\$5.00) from each paid to the other, the receipt of which is hereby acknowledged, and in further consideration of the premises and mutual covenants herein contained, the sufficiency of which consideration is acknowledged, the parties agree as set forth below:

1. **Establishment of a MULTI-COUNTY JOINT REGIONAL INDUSTRIAL PARK.** This AGREEMENT provides for the establishment and designation of the I-77 Corridor Regional Industrial Park-Phase XIX (the "PARK") which comprises the properties described in Appendix A attached hereto and made a part of this AGREEMENT.
2. **Governance.** Operations of the I-77 Corridor Regional Industrial Park-Phase XIX shall be overseen by a governmental advisory board

known as the I-77 Corridor Regional Industrial Parks Advisory Board (the "BOARD"). The BOARD consists of three (3) members each appointed by the respective Councils of FAIRFIELD and RICHLAND from the membership of the County Councils. At their individual option, FAIRFIELD and RICHLAND may choose to appoint the respective County Administrators as one of the three members of the BOARD. It is recognized that the appointees from the respective County Councils should, whenever possible, be selected from those County Council members also serving on the economic development committees of the respective County Councils.

3. **Meetings of the Board.** The BOARD meets not less frequently than annually.
4. **Officers of the BOARD.** The BOARD annually selects one (1) of its members to serve as Chair and one (1) to serve as Vice Chair. The Chair shall alternate annually between the appointed members of the Board from FAIRFIELD and RICHLAND.
5. **Staff.** Staff functions of the BOARD are provided by the staff of the Central Carolina Economic Development Alliance, and said staff also acts as Secretary to the BOARD.

6. **Objectives of the BOARD.** The overriding objective of the BOARD is to promote the further economic development of FAIRFIELD and RICHLAND via the attraction, expansion and retention of wealth-generating enterprises to the I-77 Corridor. Specifically, the BOARD's objective is to oversee the establishment and on-going operations of the I-77 Corridor Regional Industrial Park-Phase XIX. Additionally, the BOARD shall act as liaison with the respective County Councils of FAIRFIELD and RICHLAND on all matters pertaining to the PARK.
  
7. **Duties of the BOARD.** The Advisory Board of the I-77 Corridor Regional Industrial Park-Phase XIX shall oversee all operations of the PARK. Following are among the specific responsibilities of the BOARD:
  - a. To act as liaison with and be directly accountable to the respective County Councils of FAIRFIELD and RICHLAND on all matters pertaining to the PARK;
  
  - b. To work in concert with the Central Carolina Economic Development Alliance, the S. C. Department of Commerce, and other public and private sector economic development entities toward the marketing and promotion of the PARK;

c. Where and if required, to develop a mechanism for shared PARK development expenses which is mutually agreeable to FAIRFIELD and RICHLAND.

8. **Obligations of the Parties: Expenses Incurred.** Nothing herein shall obligate either of the parties hereto to make any expenditure whatsoever related to planning, construction or development of the PARK. The obligations of the parties hereunder are limited solely to the operations of the PARK and to the composition and functions of the BOARD and do not include any obligations to expend monies for PARK development. This does not preclude the possibility that future expenditures may be deemed mutually beneficial by both parties.
9. **Jobs Tax Credit Enhancement.** Business enterprises locating in the Park shall be entitled to such enhancement of the regular jobs tax credits authorized by Section 12-6-3360 of the Code, or any successive provisions, as may be provided under South Carolina law.
10. **Exemption From Ad Valorem Taxation.** All properties located within the PARK are exempted from ad valorem taxation.
11. **Basis of Revenue.** As provided in this AGREEMENT and pursuant to Sec. 4-1-170 of the Code, a fee equivalent to the ad valorem taxes



normally assessed on the permanent business located within the PARK will be collected in lieu of ad valorem taxes.

12. **Allocation of Expenses.** Fairfield and Richland shall bear expenses including, but not limited to, development, operations, maintenance and promotion of the Park, in the following proportions:

If property is in the Richland portion of the Park:

- A. Richland County - 99%
- B. Fairfield County - 1%

Provided, however, in no event shall Fairfield be responsible for sharing any portion of the costs incurred by Richland or the development expenses committed to by Richland County either on behalf of any tenant of the Park located in Richland or in conjunction with any State agency or political subdivision prior to the effective date of this Agreement.

If property is in Fairfield portion of the Park:

- A. Richland County - 1%
- B. Fairfield County - 99%

Provided, however, in no event shall Richland be responsible for sharing any portion of the costs incurred by Fairfield or the development expenses committed to by Fairfield County either on

behalf of any tenant of the Park located in Fairfield or in conjunction with any State agency or political subdivision prior to the effective date of this agreement.

13. **Allocation of Revenues.** Richland and Fairfield 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 in the following proportions:

If property is in the Richland portion of the Park:

- A. Richland County - 99%
- B. Fairfield County - 1%

If property is in the Fairfield portion of the Park:

- A. Richland County - 1%
- B. Fairfield County - 99%

14. **Revenue Allocation Within Each County.**

(A) Revenues generated within the Park from sources other than fees paid in lieu of *ad valorem* property taxes shall be distributed directly to Richland and to Fairfield according to the proportions established in Paragraph 13 herein to be expended in any manner as the County Council of each County deems appropriate.

(B) (1) Revenues generated by the Park through the payment of fees-in-lieu of *ad valorem* property taxes shall be distributed to Richland and Fairfield, as the case may be, according to the proportions established by Paragraph 13 herein. With respect to revenues allocable to Richland or Fairfield by way of the 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.

(2) Revenues allocable to Richland by way of fees-in-lieu of taxes generated within Fairfield shall be distributed solely to Richland. Revenues allocated to Fairfield by way of fees-in-lieu of taxes generated within Richland shall be distributed solely to Fairfield.

15. **Assessed Valuation.** For the purpose of bonded indebtedness limitation and for the purpose of computing the index of taxpaying ability pursuant to Sec. 59-20-20(3) of the Code, allocation of the assessed value of property within the PARK to the counties which are party to this AGREEMENT must be identical to the percentage total revenues generated by the fee equivalent to ad valorem taxes received by each county in the preceding fiscal year.

16. **Governing Law.** This AGREEMENT has been entered into in the State of South Carolina and shall be governed by, and construed in accordance with South Carolina law. This AGREEMENT is specifically made pursuant to Article VIII, Sec. 13(D), S. C. Constitution, as amended, and Sec. 4-1-170 of the Code.
17. **Binding Effect of Agreement.** This AGREEMENT serves as a written instrument which is binding upon the signatory parties.
18. **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.
19. **Complete Agreement: Amendment.** This AGREEMENT constitutes the entire agreement between the parties and superseded all agreements, representations, warranties, statements, promises and understandings, whether oral or written, with respect to the subject matter hereof, and no party hereto shall be bound by any oral or written agreements, statements, promises, or understandings not specifically set forth in this AGREEMENT. This AGREEMENT may

be amended upon affirmative vote of both of the respective County Councils of FAIRFIELD and RICHLAND.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT the day and the year first above written.

Witness:

Reba S. Conway

Ann L. McQuinn

FAIRFIELD COUNTY

By: Paul D. Brown  
Council Chair

Attest: Sheryl K. Brown  
Clerk

Witness

\_\_\_\_\_

\_\_\_\_\_

RICHLAND COUNTY

By: \_\_\_\_\_  
Council Chair

Attest: \_\_\_\_\_  
Clerk