

ORDINANCE NO. 388

AUTHORIZING AN AGREEMENT FOR DESIGNATION OF PHASE XXI 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, (collectively, the "Act") 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 the Act; and

WHEREAS, the Counties desire to expand the boundaries of the Park to include property occupied by American SpiralWeld Pipe Company, LLC (the "Company").


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 XXI of the Park, the form of which is attached hereto and incorporated herein as **Exhibit A**. Said Agreement shall include property occupied by the Company 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 reading.

**FAIRFIELD COUNTY,
SOUTH CAROLINA**

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

ATTEST:


Clerk to County Council
Fairfield County, South Carolina

First Reading: November 13, 2000
Second Reading: November 27, 2000
Third Reading: December 11, 2000
Public Hearing: December 11, 2000

AGREEMENT FOR DESIGNATION
OF THE
I-77 CORRIDOR REGIONAL INDUSTRIAL PARK
PHASE XXI
AMERICAN SPIRALWELD PIPE COMPANY LLC

December 15, 2000

THIS AGREEMENT, made and entered into as of the 15th day of the month of December, 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, Section 13(D), South Carolina Constitution, as amended, and Section 4-1-170, South Carolina Code of Laws, 1976, as amended (the "Code") (such Section being hereafter referred to as the "Act").

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 Park's 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, 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 XXI (the "Park") which comprises the property described in Appendix A, attached hereto and made a part of this Agreement; whereon American SpiralWeld Pipe Company LLC, has located a Manufacturing Company in Richland County, South Carolina.

2. **Governance.** Operations of the I-77 Corridor Regional Industrial Park-Phase XXI 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 ("CCEDA"), 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 XXI. 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 XXI 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 CCEDA, the South Carolina 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 both parties may deem future expenditures mutually beneficial.

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 to be 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 of total fee-in-lieu of *ad valorem* tax revenues retained and received by each such 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.

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. Clouney
William M. Swinney

FAIRFIELD COUNTY

By: Russell Dail Brown
Council Chair

Attest: Sheryl M. Brown
Clerk

Witness:

Monique Walters
Loyce Nelson

RICHLAND COUNTY

By: Kit Smith
Council Chair

Attest: Michelle L. Cannon-Dick
Clerk

Richland County Attorney's Office
But. Jan 12/28/00
Approved As To LEGAL Form Only.
No Opinion Rendered As To Content.

APPROVED BY THE
COUNTY ATTORNEY

Paul Swain

APPENDIX A

PROPERTY DESCRIPTION

EXHIBIT "A"

All that certain parcel of land located in Richland County, South Carolina containing 150.94 acres, more or less, as shown on a plat prepared for American Spiral Weld Pipe Company, LLC & First American Title Insurance Company by Jay S. Joshi, P.L.S. (Registration No. 14811) dated August 11, 1999 and recorded September 2, 1999 in the Register of Deeds Office for Richland County in Record Book 341 at Page 1518.

According to the above plat, the land has the following measurements: Commencing at a point located at the centerline on the right-of-way of Longwood Road at a point where it intersects with the centerline of Norfolk Southern Railroad 200' R/W and running N13°08'43"E for 115.04 feet to an iron pin set (0.5" rebar), which is the the Point of Beginning. From the Point of Beginning running along the Norfolk Southern Railroad 200' R/W N47°09'04"W for 1238.14 feet to an iron pin set (5/8" rebar); thence turning and running along property of Plast-Line Columbia, Inc. N44°10'12"E for 1971.23 feet to an iron pin found (5/8" rebar); thence turning and running N54°21'07"W for 685.14 feet to a concrete monument set; thence turning and running along property of Kal-Kan Foods, Inc. N38°56'29"E for 2060.34 feet to a concrete monument found with brass disk; thence turning and running along CSX Transportation, Inc. 120' R/W S60°49'22"E for 2225.97 feet to an iron pin found (5/8" rebar); thence turning and running in a curved line along Longwood Road along a chord bearing S62°42'13"W for a chord distance of 87.07 feet, an arc distance of 88.18 feet and a radius of 160.32 feet; thence turning and running along Longwood Road S47°06'28"W for 2362.41 feet to a iron pin found (5/8" rebar); thence turning and running S50°34'12"W for 229.08 feet to an iron pin found (5/8" rebar); thence turning and running S47°06'53"W for 641.28 feet to an iron pin found (5/8" rebar); thence turning and running in a curved line along a chord bearing S39°21'43"W for a chord distance of 354.28 feet, an arc distance of 355.37 feet, and a radius of 1306.24 feet; thence turning and running S31°34'13"W for 818.30 feet to the Point of Beginning, all measurements being a little more or less.

This being a portion of the same property heretofore conveyed to Garners Ferry Development Company herein by deed of Epworth Children's Home, recorded February 21, 1966 in Deed Book D36 at Page 252, Office of the Register of Deeds for Richland County.

TMS#: Portion of 18900-2-1