



WHEREAS, the County and Richland County previously placed the Project Property in the Park and desires to ensure that the Project and Project Property remains in the Park or any other multi-county park created under the MCIP Act for no less than the duration of the Fee Agreement; and

WHEREAS, in connection with the Project, the Company has requested the County to enter into incentive agreements, to the extent and subject to the conditions provided in those agreements, to establish the commitments of (i) the Company and any Sponsor Affiliate(s) to make the Investment; and (ii) the County to provide certain incentives; and

WHEREAS, at the request of the Company, and as an inducement to locate the Project in the County, the County has determined: (i) to offer a FILOT arrangement and enter into a fee-in-lieu of *ad valorem* taxes agreement with the Company and, as applicable, any Sponsor Affiliate, the form of which is attached as **Exhibit B** (“*Fee Agreement*”), with the principal terms of which include an annual fee-in-lieu-of tax payment (“*Fee Payment*”) calculated using a 6.0% assessment ratio, and a fixed millage rate equal to that millage rate in effect at the Project Property for all taxing entities, on June 30, 2018, which the parties hereto believe to be 441.1 mills, for a term of 30 years; (ii) to provide an annual Special Source Revenue Credit against those FILOT Payments made by the Company and any of the Sponsor Affiliates to the County for the Project in amounts as more specifically set forth in the Fee Agreement; and; (iii) any other incentives further set forth in the Fee Agreement attached to this Ordinance (collectively, the “*Incentives*”); and

WHEREAS, in addition to Fee Agreement and at the request of the Company, the County has determined to offer the Company a Special Source Revenue Credit against Fee Payments due on existing buildings at the Project Property and any other portion of the Project that is not Economic Development Property (as defined in the Fee Agreement and the Act) for a term of 30 years, and enter into an agreement with the Company, the form of which is attached as **Exhibit C** (“*Infrastructure Credit Agreement*”), such credit being in an amount as more specifically set forth in the Infrastructure Credit Agreement; and

WHEREAS, the State of South Carolina’s Coordinating Council on Economic Development (“*CCED*”) has or will approve a monetary grant for the Project’s benefit, specifically to offset some of the costs associated with the Project (“*State Grant*”), the funds of which will be received and administered by the County or its affiliates, as grantee, in accordance with applicable law for the benefit of the Project; and

WHEREAS, SCANA Corporation has or will approve a monetary grant for the Project’s benefit, specifically to offset some of the costs associated with the Project (“*SCANA Grant*”), the funds of which will be received and administered by the County or its affiliates, as grantee, in accordance with applicable law for the benefit of the Project; and

WHEREAS, the parties recognize and acknowledge that the Company would not otherwise locate the Project in the County but for the delivery of the Incentives.

**NOW, THEREFORE, BE IT ORDAINED BY THE FAIRFIELD COUNTY COUNCIL DULY ASSEMBLED THAT:**

**Section 1. Findings.** The County hereby finds and affirms, based solely on information provided by the Company: (i) the Project will benefit the general public welfare of the County by providing services, employment, recreation or other public benefits not otherwise provided locally; (ii) the Project gives rise to no pecuniary liability of the County or any incorporated municipality and to no charge against its general credit or taxing power; (iii) the purposes to be accomplished by the Project are proper governmental and

public purposes; and (iv) the benefits of the Project to the public are greater than the costs to the public; and (v) the Project will provide a substantial public benefit to the County.

**Section 2. *Authorization to Execute and Deliver Fee Agreement.*** The form, terms, and provisions of the Fee Agreement (which includes the provision of Special Source Revenue Credits) presented to this meeting and filed with the Clerk to County Council are hereby approved, and all of the terms, provisions, and conditions thereof are hereby incorporated herein by reference as if the Fee Agreement was set out in this Ordinance in its entirety. The Chairman of County Council and the Clerk to County Council are hereby authorized, empowered, and directed to execute, acknowledge, and deliver the Fee Agreement in the name and on behalf of the County, and thereupon to cause the Fee Agreement to be delivered to the Company. The Fee Agreement to be in substantially the form now before this meeting and hereby approved, or with such changes therein as shall not materially adversely affect the rights of the County thereunder and as shall be approved by the officials of the County executing the same upon the advice of the County Attorney, their execution thereof to constitute conclusive evidence of their approval of any and all changes or revisions therein from the form of Fee Agreement now before this meeting.

**Section 3. *Inclusion and Maintenance of Project in the Park.*** The County ratifies, confirms, and approves the prior expansion of the Park boundaries to include the Project Property. The County shall ensure that the Project is incorporated into and will remain in the Park (or a successor multi-county industrial park) for no less than the term of the Fee Agreement and the Infrastructure Credit Agreement.

**Section 4. *No Recapitulation Required.*** Pursuant to Section 12-44-55(B) of the Act, the County hereby agrees that no recapitulation information, as set forth in Section 12-44-55(A) of the Act is required to be provided by the Company in the Fee Agreement, or in any other documents or agreements in connection with the fee-in-lieu of tax arrangement between the Company and the County, so long as the Company shall file a copy of the South Carolina Department of Revenue form PT-443, and any subsequent amendments thereto, and all filings required by the Act with the County after the execution of the Fee Agreement by the County and the Company.

**Section 5. *Authorization to Execute and Deliver Infrastructure Credit Agreement.*** The form, terms, and provisions of the Infrastructure Credit Agreement presented to this meeting and filed with the Clerk to County Council are hereby approved, and all of the terms, provisions, and conditions thereof are hereby incorporated herein by reference as if the Infrastructure Credit Agreement was set out in this Ordinance in its entirety. The Chairman of County Council and the Clerk to County Council are hereby authorized, empowered, and directed to execute, acknowledge, and deliver the Infrastructure Credit Agreement in the name and on behalf of the County, and thereupon to cause the Infrastructure Credit Agreement to be delivered to the Company. The Infrastructure Credit Agreement to be in substantially the form now before this meeting and hereby approved, or with such changes therein as shall not materially adversely affect the rights of the County thereunder and as shall be approved by the officials of the County executing the same upon the advice of the County Attorney, their execution thereof to constitute conclusive evidence of their approval of any and all changes or revisions therein from the form of Infrastructure Credit Agreement now before this meeting.

**Section 6. *State Grant and SCANA Grant Agreements.*** The County Council authorizes the County Chairman to execute and deliver any performance agreements with the CCED, SCANA Corporation and the Company in connection with the State Grant and the SCANA Grant in order to effectuate the intent of this Ordinance.

**Section 7. Grants Administration.** The County shall administer the State Grant and the SCANA Grant in accordance with applicable law and agreements governing the administration of the State Grant and the SCANA Grant, respectively.


**Section 8. Further Acts.** The County Council authorizes the County Administrator, other County staff, and the County Attorney, along with any designees and agents who any of these officials deems necessary and proper, in the name of and on behalf of the County (each an "Authorized Individual"), to take whatever further actions, and enter into whatever further agreements, as any Authorized Individual deems to be reasonably necessary and prudent to effect the intent of this Ordinance and induce the Company to locate the Project in the County.

**Section 9. General Repealer.** All ordinances, resolutions, and parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed.

**Section 10. Severability.** Should any part, provision, or term of this Ordinance be deemed unconstitutional or otherwise unenforceable by any court of competent jurisdiction, such finding or determination shall not affect the rest and remainder of the Ordinance or any part, provision or term thereof, all of which is hereby deemed separable.


This Ordinance takes effect and is in full force only after the County Council has approved this Ordinance following three readings and a public hearing.

FAIRFIELD COUNTY, SOUTH CAROLINA

  
\_\_\_\_\_  
Cornelius Robinson, Chairman  
Fairfield County Council

(SEAL)

ATTEST:

  
\_\_\_\_\_  
Patti L. Davis, Clerk to Council

First Reading: November 12, 2018  
Second Reading: December 10, 2018  
Third Reading: January 28, 2019  
Public Hearing: December 10, 2018

**EXHIBIT A**

**PROJECT PROPERTY DESCRIPTION**

All that certain piece, parcel, or tract of land with improvements thereon situate, lying and being near the Town of Winnsboro, County of Fairfield, State of South Carolina, containing 150.48 acres, being shown and delineated on an ALTA/NSPS Land Title Survey prepared for Healthcare USA Co., Ltd. by Glenn Associates Surveying, Inc. dated October 25, 2018 and recorded November 29, 2018 in Slide 605, pages 2844 and 2845; reference to said plat is made for a more complete and accurate description of the premises.

**EXHIBIT B**

FEE AGREEMENT

[Attached]

**EXHIBIT C**

Infrastructure Credit Agreement

[Attached]