REQUEST FOR COUNCIL ACTION
City of Greenville, South Carolina

To: Honorable Mayor and Members of City Council

From: John F. Castile, City Manager

AGENDA DATE REQUESTED: June 12, 2017

ORDINANCE/RESOLUTION CAPTION:
PURSUANT TO SECTION 4-1-170(C), SOUTH CAROLINA CODE OF LAWS 1976, AS AMENDED, TO CONSENT TO THE PLACEMENT OF CERTAIN PROPERTY WITHIN THE CORPORATE LIMITS OF THE CITY OF GREENVILLE IN A JOINT COUNTY INDUSTRIAL/BUSINESS PARK OF GREENVILLE AND ANDERSON COUNTIES AND, FURTHER, TO APPROVE AN INTERGOVERNMENTAL AGREEMENT BETWEEN GREENVILLE COUNTY AND THE CITY OF GREENVILLE

SUMMARY BACKGROUND:
This Resolution consents to the inclusion of real estate commonly known as County Square, owned by the County of Greenville and located inside the corporate limits of the City, within the boundaries of a Joint County Industrial/Business Park. The City's consent is contingent upon the County entering into an Intergovernmental Agreement ("IGA") with the City, a copy of which is attached to this Resolution.

IMPACT IF DENIED / APPROVED:
If approved, the property will be included in the multi-county park, contingent upon the County executing the IGA.

FINANCIAL IMPACT:
The City may be foregoing future ad valorem property tax revenue, the amount of which is unknown. Per the terms of the IGA, the County will be contributing towards the construction of a city parking garage in the West End.

REQUIRED SIGNATURES

Department Director ______________________ City Attorney ______________________

OMB Director ______________________ City Manager ______________________
RESOLUTION NO. 2017-___

A RESOLUTION

PURSUANT TO SECTION 4-1-170(C), SOUTH CAROLINA CODE OF LAWS 1976, AS AMENDED, TO CONSENT TO THE PLACEMENT OF CERTAIN PROPERTY WITHIN THE CORPORATE LIMITS OF THE CITY OF GREENVILLE IN A JOINT COUNTY INDUSTRIAL/BUSINESS PARK OF GREENVILLE AND ANDERSON COUNTIES AND, FURTHER, TO APPROVE AN INTERGOVERNMENTAL AGREEMENT BETWEEN GREENVILLE COUNTY AND THE CITY OF GREENVILLE

WHEREAS, Greenville County desires to create a joint county industrial/business park (the “Park”) of Greenville and Anderson Counties (together, the “Counties”) pursuant to an Agreement for Development of Joint County Industrial/Business Park to be entered into by the Counties, delivered pursuant to Section 4-1-170, Code of Laws of South Carolina 1976, as amended (the “Code”), in order to locate certain parcels of real property in Greenville County therein; and

WHEREAS, the parcels described in the attached Exhibit A (the “City Parcels”) are located within the corporate limits of the city of Greenville (the “City”) and are among the parcels of land that the Counties desire to include within the Park; and

WHEREAS, pursuant to Section 4-1-170(C) of the Code, the City must consent to the inclusion of the City Parcels in the Park prior to such inclusion; and

WHEREAS, the City desires to provide that consent, contingent upon due approval, execution and delivery of that certain Intergovernmental Agreement by and between Greenville County (the “County”) and the City, a copy of which is attached hereto and incorporated herein as Exhibit B (the “IGA”); and

WHEREAS, the City additionally desires to approve the IGA;

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GREENVILLE, SOUTH CAROLINA:

1. Contingent upon the due approval, execution and delivery of the IGA by the County and the City, inclusion of the City Parcels in the Park is hereby consented to by the City pursuant to all requirements of South Carolina law, including Section 4-1-170(C) of the Code.

2. The IGA is approved and the City Manager is authorized to execute and deliver same. The City Manager, in consultation with the City Attorney, may make or accept minor modifications to the wording and designations of the attached documents as may be necessary or appropriate, provided there is no compromise of the substantive purposes of this Council action. Should the City Manager or City Attorney, or both, determine that any modification of previously negotiated terms is significant and warrants further action by City Council, then the matter shall be presented to Council for further review before the final execution.

3. This Resolution shall become effective immediately; however, the consent granted herein shall not take effect until the IGA has been approved and executed by the County and the City. All orders, resolutions and parts thereof in conflict herewith are, to the extent of the conflict, hereby repealed.
RESOLVED THIS _____ DAY OF _________________________, 2017.

MAYOR

Attest:

CITY CLERK
EXHIBIT A

DESCRIPTION OF PROPERTY

Property identified by the following Tax Map Numbers:

- 0069000300300 (28 acres +/-) (301 University Ridge, County Square)
- 0069000300301 (0.7 acres +/-) (corner of University Ridge and Church Street)
- 0069000300303 (0.19 acre +/-) (Cobb Tire building, owned by Greenville County)
- 0091010100100 (2.77 acres +/-) (The 300 Building and parking lot)
- 0091010200100 (3.05 acres +/-) (200 University Ridge, Health Department)
- 0091010700100 (0.575 acres +/-) (parking lot behind Health Department)
- 0091010700200 (0.504 acres +/-) (parking lot behind Health Department)
EXHIBIT B

INTERGOVERNMENTAL AGREEMENT

STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

This Intergovernmental Agreement ("Agreement"), by and between the City of Greenville, South Carolina ("City"), and Greenville County, South Carolina ("County"), is effective __________________, 2017. The City and County are collectively referred to herein as "Parties."

WHEREAS, the County, acting by and through its County Council ("County Council"), is empowered under and pursuant to the provisions of Article VIII, Section 13(D) of the South Carolina Constitution and Title 4, Chapter 1 of the Code of Laws of South Carolina, 1976, as amended ("Park Act") to enter into agreements with other counties within the State of South Carolina for the purpose of creating joint county business parks through which the economic development of the City, the County and the State of South Carolina ("State") will be promoted;

WHEREAS, pursuant to the Park Act, the County and Anderson County, South Carolina have or will enter into an Agreement for Development of Joint County Business Park, dated as of ________________ , 2017 ("Park Agreement"), a copy of which is attached as Exhibit I, to designate certain properties located in Greenville County as being subject to the Park Agreement as more fully described in Exhibit A to the Park Agreement (said properties are hereafter collectively referred to as the “Property” and the joint county business park created by the Park Agreement is hereafter referred to as the “Park”);

WHEREAS, all of the Property is within the corporate limits of the City;

WHEREAS, the Park Act provides that if a joint county business park encompasses all or a portion of a municipality, the partner counties must obtain the consent of the municipality prior to the creation of the joint county business park;

WHEREAS, pursuant to its Resolution No. 2017-___ enacted on ________________, 2017, the City has consented to the inclusion of the Property in the Park, subject to and contingent upon the execution and delivery of this Agreement by both parties;

WHEREAS, the Park Act provides that an agreement to develop a joint county business park must include provisions that specify the manner in which fees-in-lieu of taxes paid on behalf of properties located in the park are allocated to each partner county, and further specify the manner in which the fees-in-lieu of taxes are to be distributed to each of the taxing entities in each of the partner counties;

WHEREAS, Section 6 of the Park Agreement provides that fee-in-lieu of tax revenues for properties added to the Park ("Revenues"), if the properties are located in the County, are to
be distributed as follows: 1% of Revenues to Anderson County and 99% of Revenues to the County;

NOW, THEREFORE, on the basis of the premises and mutual covenants contained in this Agreement, the sufficiency of which consideration is acknowledged the County and the City agree:

1. City Consent to Inclusion of Property in the Park. Upon due approval, execution and delivery of this Agreement by both the City and the County, the City shall consent to the inclusion of the Property in the Park.

2. On-Site Park Infrastructure. The Parties acknowledge that future redevelopment activity associated with the various private and public projects anticipated to be constructed within the Park (collectively, the “Development”) will require the design and construction of significant public infrastructure including, but in no way limited to, water, gas, electric, sewer, roads, traffic control, sidewalks, parking, and stormwater (the aforementioned specific improvements, together with any and all other Development-related infrastructure that may be required or desired, whether on-site or off-site, are hereinafter collectively referred to as the “Public Infrastructure Improvements”). The County (or, at the election of the County, the owner or developer of the Property) will be responsible for the construction of all Public Infrastructure Improvements within the Park necessary to provide adequate infrastructure capacity to serve the proposed Development, as those plans may from time to time change. In no event shall the City have any responsibility for any Public Infrastructure Improvements within the Park beyond the governmental approvals it might issue in the ordinary course of business.

3. Off-Site Infrastructure serving the Development. The Parties additionally acknowledge the Development may require off-site Public Infrastructure Improvements as well as the enhancement of existing public infrastructure. The construction of off-site Public Infrastructure Improvements, as well as any enhancements to existing public infrastructure, will be undertaken by the County (or, at the election of the County, by the owner or developer of the Property), to the extent necessary to provide adequate infrastructure capacity to serve the proposed Development, as those plans may from time to time change. The Parties acknowledge that it is not possible, at this time, to identify with precision all such off-site Public Infrastructure Improvements and enhancements that will be deemed necessary to meet the capacity needs of the proposed Development. Notwithstanding the foregoing, and as soon as practicable following the identification of the number and types of uses planned for the Development, the County shall conduct (or cause to be conducted), at no cost to the City, a traffic impact analysis assessing the effects of the projected traffic generation from the proposed Development on the surrounding transportation network. The parties acknowledge that City Ordinance may require the County (or, at the election of the County, the owner or developer of the Property) to make certain improvements to the existing transportation infrastructure as a condition of permit issuance. The County acknowledges that by approving this Agreement, the City is not exempting any
portion of the Property or the Development from any City Ordinances which would apply to the development of land in the ordinary course of business.

4. **Construction of a West End Parking Facility.** The Parties acknowledge the critical shortage of parking in the area commonly known as Greenville’s West End, depicted on the attached Exhibit III, and, further, that construction of a parking garage in the West End will serve the existing parking needs of the residents and businesses in that vicinity and also will act as a catalyst for further development—all to the benefit of City and County residents, the County and City tax base and the Development. The City shall cause to be designed and constructed a multi-level parking facility in the West End (“West End Garage”) on a site outside the Park to be determined. The County shall participate financially in the design, construction (including the cost of land acquisition, if any) and equipping of the West End Garage in the amount of Fifteen Million Dollars ($15,000,000.00) (“County Contribution”). Subject to the shortfall provision set forth below, the County Contribution shall be funded as follows: (a) an initial payment from the County to the City due within sixty (60) days of execution of a separate agreement between the County and a third party for significant future private development of the Property (“Development Agreement”) in the aggregate amount of the County Share of Net TIF Revenues (as those terms are defined in the Intergovernmental Agreement dated December 2, 2015 between the City and the County (“2015 IGA”)) received by the County as of the date said initial payment is due (“Initial Payment”) and (b) beginning with the fiscal year commencing on July 1 following the date of the Initial Payment, and continuing annually thereafter for the term of the 2015 IGA or until the County Contribution is otherwise satisfied, whichever date is earlier, the County shall remit to the City the County Share of Net TIF Revenues. In the event the aforementioned payments do not satisfy the County Contribution by June 30, 2022 and the County has not otherwise funded the shortfall, the County shall pay the City the shortfall in five (5) equal annual payments due on July 1st each year (which shall continue until such time as the County Contribution is fully satisfied). Furthermore, should the County decide not to utilize the Park for the Development of the Property, the County shall not be responsible for making any financial contribution in furtherance of the West End Garage. The City will own and operate the West End Garage and the County shall not be entitled to receive any revenues associated with operating the West End Garage nor shall the County be responsible for any operating, maintenance and capital expenses associated with the West End Garage.

5. **No Extension of Park Agreement Term.** The term of the Park Agreement shall not be extended without the written consent of the City.

6. **Distribution of Revenues.** The City’s share of Revenues to be distributed under the methodology of Section 4, subsection “Third” of County Ordinance No. ___ (“Enabling Ordinance”), attached hereto as Exhibit II, shall not be reduced without the City’s consent by resolution.

7. **Removal of Property from the Park.** Unless requested or consented to by resolution of the City, the County shall not: (a) take any affirmative action to remove the Property from the Park,
(b) consent to the removal of the Property from the Park or (c) terminate the Park Agreement until such time as the County has satisfied its financial obligation under Paragraph 4 of this Agreement. Notwithstanding the foregoing, should the County decline to utilize the Park for the Development of the Property prior to a selected developer(s) receiving from the City final approval(s) to begin construction of the proposed Development or any phase thereof (whichever date is earlier), the County may terminate the Park Agreement and this Agreement without the consent of the City.

8. **Binding Effect of Agreement.** This Agreement serves as a written instrument, which is binding upon the City and County.

9. **Complete Agreement; Amendment.** This Agreement constitutes the entire agreement between the parties with respect to the Agreement’s subject matter and supersedes all agreements, representations, warranties, statements, promises and understandings, whether oral or written, with respect to the subject matter hereof, and neither party shall be bound by any oral or written agreements, statements, promises, or understandings not specifically set forth in this Agreement. This Agreement may only be amended upon the enactment of ordinances by both the City and County, and a written amendment hereto executed by authorized officers of both the City and County.

10. **Termination.** This Agreement may not be terminated by either party hereto for a period of 30 years commencing with the effective date of this Agreement without mutual written consent duly approved by the parties, except as provided in Paragraph 7 above.

11. **Miscellaneous.** This Agreement may be executed in multiple counterparts, each of which taken together shall constitute an original. This Agreement shall be governed and interpreted under the laws of the State of South Carolina. If any part or provision of this Agreement is held invalid or unenforceable by a court of competent jurisdiction, such invalidity or unenforceability shall not in any way affect the validity or enforceability of the remaining parts and provisions of this Agreement. The waiver of a breach of this Agreement by either party shall not operate as a waiver of any subsequent breach, and no delay in acting with regard to any breach of this Agreement shall be construed to be a waiver of the breach. Headings are inserted for convenience only and shall not be considered for any other purpose. All exhibits referenced above are attached hereto and incorporated herein as part of the Agreement.

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

Witness:

GREENVILLE COUNTY, SOUTH CAROLINA

__________________________
By: Herman G. Kirven, Jr.
Its: Chairman, County Council
RESOLUTION NO. 2017-___
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__________________________
By: _______________________
Joseph M. Kernell
Its: County Administrator

__________________________
Witness:

__________________________
By: _______________________
John F. Castile
Its: City Manager
Attest: _____________________
City Clerk

CITY OF GREENVILLE, SOUTH CAROLINA
EXHIBIT I
AGREEMENT FOR DEVELOPMENT OF A JOINT COUNTY INDUSTRIAL/BUSINESS PARK BETWEEN GREENVILLE COUNTY AND ANDERSON COUNTY (UNIVERSITY RIDGE) DATED AS OF __________, 2017

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE
COUNTY OF ANDERSON

AGREEMENT FOR DEVELOPMENT OF JOINT COUNTY INDUSTRIAL/BUSINESS PARK (UNIVERSITY RIDGE)

This AGREEMENT FOR DEVELOPMENT OF JOINT COUNTY INDUSTRIAL/BUSINESS PARK (UNIVERSITY RIDGE) (this “Agreement”) to be located within Greenville County and Anderson County is made and entered into as of this _____ day of __________, 2017, by and between Greenville County, South Carolina (“Greenville County”) and Anderson County, South Carolina (“Anderson County” and collectively, the “Counties”).

WITNESSETH:

WHEREAS, Greenville County and Anderson County are contiguous counties, which pursuant to Ordinance No. _____ enacted by Greenville County Council on __________, 2017, and Ordinance No. _______ enacted by Anderson County Council on __________, 2017 (collectively, the “Enabling Ordinances”), have each determined that, in order to promote economic development and thus provide additional employment opportunities within both Counties, there should be established, initially in Greenville County, a Joint County Industrial/Business Park (University Ridge) (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 Constitution of the State of South Carolina, 1895, as amended (the “State 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. Binding Agreement. This Agreement serves as a written instrument setting forth the entire agreement between the parties and shall be binding on Greenville County and Anderson County, and their successors and assigns.
2. **Authorization.** Article VIII, Section 13(D) of the State Constitution provides that counties may jointly develop an industrial or business park with other counties within the geographical boundaries of one or more of the partner 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 “SC Code”) satisfied the conditions imposed by Article VIII, Section 13(D) of the State Constitution and provides the statutory vehicle whereby a joint county industrial or business park may be created.

3. **Location of the Park.**

   (A) As of the date of this Agreement, the Park consists of properties located in Greenville County only, as further identified in **Exhibit A** (Greenville County Properties) 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 Greenville County and Anderson County. Since the Park encompasses a portion of the City of Greenville, South Carolina, the Counties have obtained the consent of the City of Greenville prior to creation of the Park. If the Park subsequently encompasses all or a portion of a municipality, the Counties must obtain the consent of the municipality prior to expanding 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 to the ordinance an **Exhibit A** (Greenville County Properties) or **Exhibit B** (Anderson County Properties), as the case may be, which shall contain a legal description of the property to be added and/or diminished.

   (C) Prior to the enactment by Greenville County Council and by Anderson County Council of ordinances authorizing the diminution of the boundaries of the Park, separate public hearings shall first be held by Greenville County Council and by Anderson County Council. Notice of such public hearings shall be published in newspapers of general circulation in Greenville County and Anderson 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.
4. Fee in Lieu of Taxes. Pursuant to Article VIII, Section 13(D) of the State 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 Greenville County or Anderson County 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 Greenville County and Anderson County, shall maintain all liens and rights to foreclose upon liens provided for counties in the collection of ad valorem taxes.

5. Allocation of Expenses. Greenville County and Anderson 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 the Greenville County portion of the Park:

A. Greenville County          100%
B. Anderson County           0%

If property is in the Anderson County portion of the Park:

A. Greenville County          0%
B. Anderson County           100%

6. Allocation of Revenues. Greenville County and Anderson 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 the Greenville County portion of the Park:

A. Greenville County          99%
B. Anderson County           1%

If property is in the Anderson County portion of the Park:

A. Greenville County          1%
B. Anderson County           99%
7. **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 Greenville County and to Anderson County, as the case may be, according to the proportions established by Paragraph 6 herein. With respect to revenues allocable to Greenville County or Anderson 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 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 Greenville County by way of fees in lieu of taxes generated within Anderson County shall be distributed solely to Greenville County. Revenues allocated to Anderson County by way of fees in lieu of taxes generated within Greenville County shall be distributed solely to Anderson County.

8. **Fees In Lieu of Taxes Pursuant to Title 4 or Title 12 of the SC Code.** It is hereby agreed that the entry by Greenville County into any one or more fee in lieu of tax agreements pursuant to Title 4 or Title 12 of the SC Code with respect to property located within the Greenville County portion of the Park and the terms of such agreements shall be at the sole discretion of Greenville County. Likewise, entry by Anderson County into any one or more fee in lieu of tax agreements pursuant to Title 4 or Title 12 of the SC Code with respect to property located within the Anderson County portion of the Park and the terms of such agreements shall be at the sole discretion of Anderson County.

9. **Regulation and Jurisdiction.** Except with respect to Park property located within the corporate limits of a municipality wherein such municipality’s applicable ordinances shall apply, any ordinances of Greenville County and Anderson County concerning zoning, health and safety regulations, and building code requirements will apply for the respective portions of the Park in Greenville County and Anderson County. The Sheriff’s Departments of Greenville County and Anderson County will have jurisdiction to make arrests and exercise all authority and power within the boundaries of the respective portions of the Park in Greenville County and Anderson County. The Sheriff’s Departments of Greenville County and Anderson County will have jurisdiction to make arrests and exercise all authority and power within the boundaries of the respective portions of the Park in Greenville County and Anderson County. Municipal police shall have concurrent law enforcement jurisdiction for any portion of the Park located within the corporate limits of such municipality. Emergency services and all other municipal services will be provided in the Park by whatever providers provide such services in the respective Greenville County and Anderson County portions of the Park.

10. **Assessed Valuation.** For the purpose of calculating the bonded indebtedness limitation and for the purpose of computing the index of taxing ability pursuant to Section 59-20-20(3) of the SC Code, allocation of the assessed value of property within the Park to Greenville County and Anderson 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 6 and 7 herein.

11. **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.

12. **Termination.** Notwithstanding any provision of this Agreement to the contrary, Greenville County and Anderson County agree that this Agreement may not be terminated by either party prior to December 31, 2052.

[Remainder of Page Intentionally Left Blank]
WITNESS our hands and seals as of the date first above written.

GREENVILLE COUNTY, SOUTH CAROLINA

(SEAL) Chairman of County Council

County Administrator

ATTEST:

Clerk to County Council

[Signature Page 1 – Agreement for Development of Joint County Industrial/Business Park (University Ridge)]
[Signature Page 2 – Agreement for Development of Joint County Industrial/Business Park (University Ridge)]
EXHIBIT A

GREENVILLE COUNTY PROPERTIES

Property identified by the following Tax Map Numbers:

- 0069000300300 (28 acres +/-) (301 University Ridge, County Square)
- 0069000300301 (0.7 acres +/-) (corner of University Ridge and Church Street)
- 0069000300303 (0.19 acre +/-) (the Cobb Tire building, owned by Greenville County)
- 0091010100100 (2.77 acres +/-) (The 300 Building and parking lot)
- 0091010200100 (3.05 acres +/-) (200 University Ridge, Health Department)
- 0091010700100 (0.575 acres +/-) (parking lot behind Health Department)
- 0091010700200 (0.504 acres +/-) (parking lot behind Health Department)
EXHIBIT B

ANDERSON COUNTY PROPERTIES
EXHIBIT II
GREENVILLE COUNTY ORDINANCE No. ____ (ENABLELING ORDINANCE)

ORDINANCE NO. ____

AN ORDINANCE TO DEVELOP A JOINTLY OWNED AND OPERATED INDUSTRIAL/BUSINESS PARK IN CONJUNCTION WITH ANDERSON COUNTY, SUCH INDUSTRIAL/BUSINESS PARK TO BE GEOGRAPHICALLY LOCATED IN GREENVILLE 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 ANDERSON 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 GREENVILLE COUNTY, SOUTH CAROLINA:

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

SECTION 2: Greenville County will enter into a written agreement to develop the Park jointly with Anderson County in substantially the form attached hereto as Exhibit A and incorporated herein by reference (the “Park Agreement”). The Chairman of Greenville County Council and the County Administrator are hereby authorized to execute the Park Agreement on behalf of Greenville County, with such changes thereto as the Chairman and/or County Administrator 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 Exhibit A.

SECTION 3: 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 Greenville County portion of the Park, the fee paid in lieu of ad valorem taxes shall be paid to the Treasurer of Greenville County. That portion of such fee allocated pursuant to the Park Agreement to Anderson County shall be thereafter paid by the Treasurer of Greenville County to the Treasurer of Anderson County within ten (10) business days following the end of the calendar quarter of receipt for distribution in accordance with the terms of the agreement. With respect to properties located in the Anderson County portion of the Park, the fee paid in lieu of ad valorem taxes shall be paid to the Treasurer of Anderson County. That portion of such fee allocated pursuant to the Park Agreement to Greenville County shall thereafter be paid by the Treasurer of Anderson County to the Treasurer of Greenville County within ten (10) business days following the end of the calendar quarter of receipt for distribution in accordance with the terms of the Park Agreement.

SECTION 4: Revenues generated from industries or businesses located in the Greenville County portion of the Park and to be retained by Greenville County pursuant to the Park Agreement shall be distributed within Greenville County in the following manner:
First, unless Greenville County elects to pay or credit the same from only those revenues which Greenville County would otherwise be entitled to receive as provided under “Third” below, to pay annual debt service or other annual payments on any bonds or obligations issued by or on behalf of Greenville 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, or pursuant to any other authorization for the issuance of bonds or incurrence of obligations, payable in whole or in part by or from revenues generated from any properties in the Park; and

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

Third, to those taxing districts which overlap the applicable properties within Greenville 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) Greenville County may, by ordinance, from time to time, amend the distribution of the fee in lieu of tax payments to all taxing entities, subject to the terms and conditions of the IGA (defined below).

SECTION 5: Under no circumstances are the revenues generated from the Park included as “Revenues” or “Project Revenues” as such terms are defined in Ordinance No. 2899 enacted by the Greenville County Council on October 15, 1996, as subsequently amended or supplemented.

SECTION 6: Since the initial real estate designated to be in the Park is within the corporate limits of the City of Greenville, South Carolina (the “City”), Greenville County and the City will be entering into an intergovernmental agreement (the “IGA”) with one another concerning the use of certain revenues generated from the Greenville County portion of the Park.

SECTION 7: This Ordinance shall supersede and amend in its entirety any other ordinances or resolutions of Greenville County Council pertaining to the Park.

SECTION 8: 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 9: This Ordinance shall be effective after third and final reading thereof.
Enacted in meeting duly assembled this ____ day of ______________, 2017.

GREENVILLE COUNTY, SOUTH CAROLINA

(SEAL)

______________________________
Chairman of County Council

______________________________
County Administrator

ATTEST:

______________________________
Clerk to County Council

First reading: ______________
Second reading: ______________
Third reading: ______________
Public hearing: ______________
STATE OF SOUTH CAROLINA  )
COUNTY OF GREENVILLE     )

CERTIFICATE OF ORDINANCE

I, the undersigned, Clerk to County Council of Greenville County, South Carolina, DO HEREBY CERTIFY:

That the foregoing constitutes a true, correct and verbatim copy of an Ordinance which was given three readings on three separate days, with an interval of not less than seven days between the second and third readings. The original of this Ordinance is duly entered in the permanent records of minutes of meetings of the County Council, in my custody as such Clerk.

That each of said meetings was duly called, and all members of the County Council were notified of the same; that a quorum of the membership remained throughout the proceedings incident to the enactment of this Ordinance.

IN WITNESS WHEREOF, I have hereunto set my Hand this ___ day of ___________, 2017.

__________________________________________
Clerk to County Council
Greenville County, South Carolina

First reading:       June 21, 2016
Second reading:      ____________
Third reading:       ____________
Public hearing:      ____________
EXHIBIT A

AGREEMENT FOR DEVELOPMENT OF
JOINT COUNTY INDUSTRIAL/BUSINESS PARK
(UNIVERSITY RIDGE)
EXHIBIT III
MAP OF THE WEST END
STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

I, the undersigned City Clerk of the City of Greenville, South Carolina, do hereby certify that the foregoing is a true, correct and verbatim copy of resolution duly adopted at a meeting of said City Council held on __________, 2017, at which meeting a quorum was at all times present.

WITNESS MY HAND this ____ day of ____________, 2017.

____________________________________
City Clerk, City of Greenville
South Carolina

Attest:

____________________________________
CITY CLERK