

STATE OF SOUTH CAROLINA
COUNTY COUNCIL FOR SALUDA COUNTY
ORDINANCE NO. 09-21

**AUTHORIZING THE EXECUTION AND DELIVERY OF A FEE-IN-LIEU
OF AD VALOREM TAX AGREEMENT BY AND BETWEEN SALUDA
COUNTY, SOUTH CAROLINA AND PROJECT MAPLE LEAF TO
PROVIDE FOR PAYMENT OF A FEE-IN-LIEU OF TAXES;
AUTHORIZING THE INCLUSION OF PROJECT MAPLE LEAF'S SITE
IN A MULTI-COUNTY BUSINESS PARK; AUTHORIZING CERTAIN
SPECIAL SOURCE REVENUE CREDITS; AND OTHER RELATED
MATTERS.**

WHEREAS, Saluda County, South Carolina ("County"), acting by and through its County Council ("County Council") is authorized pursuant to the provisions of Title 12, Chapter 44, Code of Laws of South Carolina, 1976, as amended ("FILOT Act"), to encourage manufacturing and commercial enterprises to locate in the State of South Carolina ("South Carolina" or "State") or to encourage manufacturing and commercial enterprises now located in the State to expand their investments and thus make use of and employ the manpower, products, and other resources of the State by entering into an agreement with a sponsor, as defined in the FILOT Act, that provides for the payment of a fee-in-lieu of *ad valorem* tax ("FILOT Payments"), with respect to economic development property, as defined in the FILOT Act;

WHEREAS, pursuant to Article VIII, Section 13 of the South Carolina Constitution and Title 4, Section 1, Code of Laws of South Carolina, 1976, as amended (collectively, "MCIP Act"), the County is authorized to jointly develop multicounty parks with counties having contiguous borders with the County and, in the County's discretion, include property within the boundaries of such multicounty parks. Under the authority provided in the MCIP Act, the County created a multicounty park with Aiken County ("Park") pursuant to that certain Agreement Governing the Ridge Springs Industrial and Business Park dated December 16, 2013 (as amended from time to time, the "Park Agreement");

WHEREAS, pursuant to the FILOT and MCIP Acts, the County is authorized to provide special source revenue credits ("Infrastructure Credits") against FILOT Payments derived from economic development property to pay costs of designing, acquiring, constructing, improving or expanding (i) infrastructure serving a project or the County and (ii) improved and unimproved real estate used in the operation of a commercial enterprise or manufacturing facility ("Infrastructure");

WHEREAS, Project Maple Leaf ("Sponsor"), is expanding its food products manufacturing facility in the County and establishing a new distribution facility in the County ("Project") consisting of an investment in real and personal property of not less than \$11,600,000 and the creation of 73 new, full-time jobs;

WHEREAS, the County desires to enter into a Fee-in-Lieu of *Ad Valorem* Taxes Agreement with the Sponsor, as sponsor, in the final form of which is attached as Exhibit A ("Fee Agreement"), pursuant to which the County will provide certain incentives to the Sponsor with respect to the Project, including (i) providing for FILOT Payments, to be calculated as set forth in the Fee Agreement, with respect to the portion of the Project which constitutes economic development property; and (2) providing Special Source Revenue Credits, as described in the Fee Agreement.

NOW THEREFORE, BE IT ORDAINED, by the County Council as follows:

Section 1. Statutory Findings. Based on information supplied to the County by the Sponsor, County Council evaluated the Project based on relevant criteria including, the purposes the Project is to accomplish, the anticipated dollar amount and nature of the investment, employment to be created, and the anticipated costs and benefits to the County, and hereby finds:

(a) The Project is anticipated to benefit the general public welfare of the County by providing services, employment, recreation, or other public benefits not otherwise adequately provided locally;

(b) The Project gives rise to no pecuniary liability of the County or incorporated municipality or a charge against its general credit or taxing power;

(c) The purposes to be accomplished by the Project are proper governmental and public purposes; and

(d) The benefits of the Project are greater than the costs.

Section 2. *Approval of Incentives; Authorization to Execute and Deliver Fee Agreement.* The incentives as described in this Ordinance (“Ordinance”), and as more particularly set forth in the Fee Agreement, with respect to the Project are hereby approved. The form, terms and provisions of the Fee Agreement that is before this meeting are approved and all of the Fee Agreement’s terms and conditions are incorporated in this Ordinance by reference. The Chair of County Council (“Chair”) is authorized and directed to execute the Fee Agreement in the name of and on behalf of the County, subject to the approval of any revisions or changes as are not materially adverse to the County by the County Administrator and counsel to the County, and the Clerk to County Council is hereby authorized and directed to attest the Fee Agreement and to deliver the Fee Agreement to the Sponsor.

Section 3. *Inclusion within the Park.* To the extent not already included in the Park, the creation of a multi-county park to include the Project Site as more particularly described on Exhibit B attached hereto (collectively, the “Sponsor Park Property”), or the expansion of the Park boundaries to include the Sponsor Park Property is authorized and approved. The Chair, the County Administrator and the Clerk to County Council are each authorized to execute such documents and take such further actions as may be necessary to complete the establishment or expansion of the Park boundaries. Pursuant to the MCIP Act and the terms of the Park Agreement governing the Park, the creation of or expansion of the Park’s boundaries is complete on adoption of this Ordinance by County Council and an approving companion ordinance by the Aiken County Council. The Park Agreement will remain in effect with respect to the Sponsor Park Properties for 30 years.

Section 4. *Further Assurances.* The County Council confirms the authority of the Chair, the County Administrator, the Clerk to County Council, and various other County officials and staff, acting at the direction of the Chair, the County Administrator, or Clerk to County Council, as appropriate, to take whatever further action and to negotiate, execute and deliver whatever further documents as may be appropriate to effect the intent of this Ordinance and the incentives offered to the Sponsor under this Ordinance and the Fee Agreement.

Section 5. *Savings Clause.* The provisions of this Ordinance are separable. If any part of this Ordinance is, for any reason, unenforceable then the validity of the remainder of this Ordinance is unaffected.

Section 6. *General Repealer.* Any prior ordinance, resolution, or order, the terms of which are in conflict with this Ordinance, is, only to the extent of that conflict, repealed.

Section 7. *Effectiveness.* This Ordinance is effective after its third reading and public hearing.

SALUDA COUNTY, SOUTH CAROLINA

Chair, Saluda County Council

(SEAL)
ATTEST:

Clerk of Council, Saluda County Council

First Reading: September 13, 2021
Second Reading: October 11, 2021
Public Hearing: November 8, 2021
Third Reading: November 8, 2021

EXHIBIT A- FORM OF FEE AGREEMENT

DRAFT

EXHIBIT B- SPONSOR PARK PROPERTY

4812-1582-2582 v.5