



Agenda Packet for
July 8, 2024 Regular
Session



AGENDA
LAURENS COUNTY COUNCIL
JULY 8, 2024 – 6:00 PM
HILLCREST COMPLEX EAST- 105 BOLT DR.

1. Call to Order
2. Invocation – Council Member Younts
3. Pledge of Allegiance
4. Approval of Agenda – July 8, 2024
5. Approval of Minutes: June 24, 2024- Committee on Budget and Finance
June 24, 2024- Committee on Health and Emergency Services
June 24, 2024- Regular Session
6. Reports to Council:
7. Public Comments
8. Old Business:
 - a. Council Submission – Approval of Appointments – County Boards, Commissions & Committees
9. New Business:
 - a. First Reading, Ordinance #968: “Project Onward”
10. County Council Comments
11. Executive Session*
 - a. For the specific purpose of discussing the continued employment and compensation of the County Administrator
12. Adjournment

****The following statement is provided in compliance with the South Carolina Freedom of Information Act: Subsequent to Executive Session, County Council may take action on matters discussed in Executive Session upon return to open session.***



Minutes:

June 24, 2024- Committee on Budget
and Finance

June 24, 2024- Committee on Health
and Emergency Services

June 24, 2024- Regular Session

MINUTES
LAURENS COUNTY COUNCIL- COMMITTEE ON BUDGET AND
FINANCE
JUNE 24, 2024 – 4:00 PM
LAURENS COUNTY VOTERS REGISTRATION / VETERAN AFFAIRS
BUILDING – 105 BOLT DRIVE

COMMITTEE MEMBERS: Jeffery Carroll, Chair; Luke Rankin, Shirley Clark

ATTENDING COUNTY ADMINISTRATIVE STAFF: Thomas R. Higgs, II, County Administrator; Cheyenne Noffz, Clerk to Council; Wes Meetze, County Attorney

AGENDA ITEMS: 1) Call to Order; 2) Invocation- Council Member Clark; 3) Pledge of Allegiance; 4) Commercial Development Proposal; 6) Adjournment

MEETING NOTIFICATION: County Council members and applicable Department Heads, press, and general public were notified of the meeting in a timely manner, including postings of the Agenda on the County website.

CALL TO ORDER: Committee Chairman Carroll called the Committee on Budget and Finance Meeting to order at 4:00pm.

INVOCATION AND PLEDGE OF ALLEGIANCE: Committee Chairman Carroll invited all to stand for the Pledge of Allegiance and invocation; where it was led by Council Member Clark.

COMMERCIAL DEVELOPMENT PROPOSAL: Stormie Ellenburg approached the podium to advise the committee that Fairmount Properties owns the former Watts Mill site and is looking to develop the site into a 180 “for rent” townhomes. She communicated it would be about a \$50 million investment that plans to offer affordable rent for the average working person. Ms. Ellenburg requested help on the property tax side and proposed a first SSRC of 85% for 20 years, then came back with a SSRC proposal of 65% for a max of 15 years. However, she advised they would request the SRC be frontloaded. Committee Chairman Carroll asked if the sitework has been done to make sure the land is developable; she confirmed they have removed all the old barrels in the ground and removed all asbestos. Committee Chairman also inquired the construction timeline; Ms. Ellenburg communicated around twenty-four months. However, they would not ask for the SSRC until they received the certificate of occupancy.

Committee Chairman Carroll relayed that the county has never had this type of development or ask before, therefore, there will probably be more discussions to be had about what would be the right type of SSRC. Stormie communicated that they have had successful SSRC’s in Anderson and Spartanburg Counties, for rent housing.

Stormie Ellenburg continued to communicate that the property is currently in the unincorporated area of the county, however, it will eventually be annexed into the city. Council Chairman Patterson approached the podium to voice that whatever credits Council decides on will affect the City of Laurens and the school district; but as far as services, EMS would be the only service the county would have to provide.

The City of Laurens Mayor, Nathan Senn approached the podium thanking the committee for the invitation to be heard and acknowledged the county and city working together as partners is important for the county, as a whole. He agreed that because this is something new, it did need to be done right and set a precedent for things that may come later. He continued mentioning when ZF Transmissions was established in Laurens County, there wasn’t the housing in Laurens to facilitate the employees, forcing them to find housing in Greenville County. Mayor Senn communicated Fairmount Properties have presented the City Council with a 100% petition to annex into the city. It was also communicated that the mill site property would be annexed into the City of Laurens, as it is contiguous to a property that is

June 24, 2024- Committee on Budget and Finance

already annexed. Committee Member Rankin expressed his excitement for this possible development as it offers a prime opportunity to give Watts Mill the “face lift” it desperately needs. He did inquire with Ms. Ellenburg what they considered affordable rent- she communicated that as of right now, depending on the size of the townhome, it would be around \$1,8000 a month.

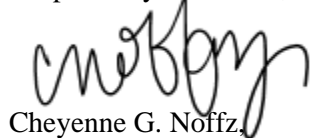
Jody Penland, Laurens County School District 55 Superintendent approached the podium to express how the SSRC would affect the district, if approved. He communicated that he did understand the need for affordable housing in Laurens as the district has just hired someone for their Human Resources Department; however, the issue has been finding that person somewhere to live. Dr. Penland continued his remarks advising if it was approved as a \$30 million investment; the school district would lose around \$350,000 a year.

Committee Chairman Carroll questioned the committee if there was a motion they would want to take action on based on the proposal. Committee Member Rankin asked the Chair what his thoughts were regarding the proposal. Mr. Carroll responded that he is 100% for revitalization and for this project, however, he knows nothing about what SSRC would be appropriate. He continued to state his belief that this project would be a good thing for the community and didn't see any negative, however, the actual credit would need to be figured out.

COMMITTEE MEMBER RANKIN made a MOTION to move forward with discussions regarding this project in the July Council Meeting; it was SECONDED by COMMITTEE MEMBER CLARK, the motion was opened up for discussion. Committee Chairman Carroll voiced to Mr. Rankin that the Council Meeting tonight allowed for Council to discuss, if that was something Mr. Rankin wanted to do. He responded that he would like to see it pushed to the July meeting to allow time to look over the information. **Vote 3-0.**

ADJOURNMENT: COMMITTEE MEMBER RANKIN made a MOTION to adjourn, it was SECONDED by COMMITTEE MEMBER CLARK; **vote 3-0.** The meeting was adjourned at 4:25pm.

Respectfully submitted,



Cheyenne G. Noffz,
Clerk to Laurens County Council

MINUTES
LAURENS COUNTY COUNCIL- COMMITTEE ON HEALTH AND
EMERGENCY SERVICES
JUNE 24, 2024 – 5:00 PM
LAURENS COUNTY VOTERS REGISTRATION / VETERAN AFFAIRS
BUILDING – 105 BOLT DRIVE

COMMITTEE MEMBERS: Jeffery Carroll, Chair; Luke Rankin, Diane Anderson

ATTENDING COUNTY ADMINISTRATIVE STAFF: Thomas R. Higgs, II, County Administrator; Cheyenne Noffz, Clerk to Council; Wes Meetze, County Attorney

AGENDA ITEMS: 1) Call to Order; 2) Invocation- Council Member Clark; 3) Pledge of Allegiance; 4) Laurens City Fire Service Request; 6) Adjournment

MEETING NOTIFICATION: County Council members and applicable Department Heads, press, and general public were notified of the meeting in a timely manner, including postings of the Agenda on the County website.

CALL TO ORDER: Committee Chairman Carroll called the Committee on Budget and Finance Meeting to order at 5:00pm.

INVOCATION AND PLEDGE OF ALLEGIANCE: Committee Chairman Carroll invited all to stand for the Pledge of Allegiance and invocation; where it was led by Council Member Anderson.

LAURENS CITY FIRE SERVICE REQUEST: County Administrator, Thomas Higgs informed the committee that the Laurens City Fire Service is requesting to modify a service area that the county currently services. He communicated that this modification would help Laurens City Fire with their ISO rating, as they would be able to list City of Clinton Fire as an automatic aid department. Committee Chairman Carroll inquired how many residents lived in that area and how many square miles the area consists of. Laurens County Fire Director advised he did not have that information with him, however, it would only be changing the response coverage map to allow the City of Laurens to be the first department to respond and get them within five road miles of Clinton City Fire. Laurens City Fire already responds to this area as mutual aid; however, this would make them the first department to respond.

Committee Chairman Carroll pointed out in the proposal given to them, that there would be a monetary contribution from the County. Director Lindley advised that was changed and there would be no monetary ask from the County. He stated that modifying the service lines would be done to ultimately benefit the City of Laurens.

City of Laurens Mayor, Nathan Senn advised the City Fire ISO rating is currently a 1; however, reevaluation has come up that pointed out some areas of concerns and are working proactively to keep the ISO 1 rating. He stated that the City is not asking for any funds relating to this and the City Council has already authorized him to enter into an agreement with the County, if approved. Committee Member Rankin confirmed with Mayor Senn that City Council is okay with not receiving any funds for this service; Mayor Senn confirmed and stated that it has been voted on by them and passed unanimously, twice. Ultimately, this would be a renegotiation of a mutual aid agreement to expand the coverage map.

COMMITTEE MEMBER ANDERSON made a MOTION to enter into a mutual agreement with the City of Laurens to increase the City of Laurens Fire Service coverage to the 5 road mile automatic aid requirement from the City of Clinton Fire Service and to include any parcels within the city to make a contiguous fire coverage map; it was SECONDED by COMMITTEE MEMBER ANDERSON, **vote 3-0.**

June 24, 2024- Committee on Health and Emergency Services

ADJOURNMENT: COMMITTEE MEMBER RANKIN made a MOTION to adjourn, it was SECONDED by COMMITTEE MEMBER ANDERSON; **vote 3-0.** The meeting was adjourned at 5:25pm.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'C. Noffz', written over the printed name.

Cheyenne G. Noffz,
Clerk to Laurens County Council



MINUTES
LAURENS COUNTY COUNCIL
JUNE 24, 2024 – 6:00 PM
LAURENS COUNTY VOTERS REGISTRATION / VETERAN AFFAIRS
BUILDING – 105 BOLT DRIVE

ATTENDING COUNTY COUNCIL MEMBERS: Chairman W. Brown Patterson; Vice Chairman Jeff Carroll; Council Member M. Kemp Younts; Council Member Diane B. Anderson; Council Member Luke Rankin; and Council Member Shirley H. Clark.

ATTENDING COUNTY ADMINISTRATIVE STAFF: Thomas R. Higgs, II, County Administrator; Cheyenne Noffz, Clerk to Council; Wes Meetze, County Attorney

ATTENDING DEPARTMENT HEADS: Tammi Hanks, IT Director; Patti Canupp, Chief Deputy Coroner; Chris McCord, E911 Director; Renee Morrow, Finance Director; Andy Howard, Parks, Recreation and Tourism Director; Sherry Edge, Deputy HR Director; Don Reynolds, Sheriff; Chris Martin, Chief Deputy; Rebecca Bagwell, Deputy EM Director; Billy Wilson, Public Works Director

ATTENDING PRESS:

AGENDA ITEMS: 1) Call to Order; 2) Invocation- Vice Chairman Carroll; 3) Pledge of Allegiance; 4) Approval of Agenda – June 24, 2024; 5) Approval of Minutes- May 13, 2024- Regular Session; May 13, 2024- Budget Workshop; April 22, 2024- Budget Workshop; June 10, 2024- Regular Session; 6) Reports to Council; 6a. Reports from Committees; 6b. County Administrator- Thomas Higgs; 6c. Andy Howard- Approval of ATAX Recommendations; 7) Public Comments; 8) Old Business; 9) New Business; 9a. Approval- Resolution 2024-14: Declaring E911 Telecommunicators as First Responders; 9b. Approval- Resolution 2024-15: Authorize the County Administrator to expend FY23-24 Fund 600 balance; 9c. First Reading, Ordinance #967: Comprehensive Plan; 9d. First Reading, Ordinance #968: “Project Onward”- BY TITLE ONLY; 9e. Funding Request- Axon Body/Dash Cameras for the Sheriff’s Office; 9f. Funding Request- E911 Communications Stability Infrastructure Programming; 9g. Approval- Resolution 2024-16: Receive property from the LCDC; 10) County Council Comments; 11) Executive Session*; 11a. Employment Matter to discuss employment, appointment and compensation of a Building Official; 12) Adjournment

MEETING NOTIFICATION: County Council members and applicable Department Heads, press, and general public were notified of the meeting in a timely manner, including postings of the Agenda on the County website.

CALL TO ORDER: Chairman Patterson called the meeting to order at 6:00 PM.

INVOCATION AND PLEDGE OF ALLEGIANCE: Chairman Patterson invited all to stand for the invocation and Pledge of Allegiance, where both were led by Vice Chairman Carroll.

APPROVAL OF AGENDA: Chairman Patterson advised due to a motion made coming out of the Budget and Finance Committee meeting, agenda item “9d.” would need to be removed from the agenda. COUNCIL MEMBER RANKIN made a MOTION to approve the June 24, 2024, Regular Session meeting with the amendment; it was SECONDED by VICE CHAIRMAN CARROLL, **vote 6-0.**

APPROVAL OF MINUTES: VICE CHAIRMAN CARROLL made a MOTION to approve minutes from May 13, 2024- Regular Session; May 13, 2024- Budget Workshop; April 22, 2024- Budget Workshop; June 10, 2024- Regular Session; it was SECONDED by COUNCIL MEMBER RANKIN, **vote 6-0.**

REPORTS TO COUNCIL:

- a. **Reports from Committees:** Vice Chairman Carroll advised during the Budget and Finance Committee meeting at 4:00pm, they met to discuss a commercial development of townhomes in the Watts Mill area of the county. He stated the project would be presented at the July 8, 2024, regular session Council Meeting.

Vice Chairman Carroll also reported the Committee on Health and Emergency Services met to discuss a request from the City of Laurens to redraw the lines for fire coverage. He communicated that there would be no cost incurred to the county. Vice Chairman Carroll advised the motion out of the committee was to enter into a MOU with the City of Laurens to redraw fire coverage lines to include any parcel to make a contiguous fire coverage map. **Council vote on motion out of committee, 6-0.**

Chairman Patterson advised there were three new appointments to boards and commissions:
Parks, Recreation and Tourism- Carlton Leon Chandler
Planning Commission- Duane Owens
Airport Commission- Christopher McCameron

- b. **County Administrator- Thomas Higgs:** Mr. Higgs advised he had three things to report on. First, the LEMPG grant allows the county to extend emergency preparedness within the county, and it has come time to elect to continue participating in the program. CHAIRMAN PATTERSON made a MOTION to authorize the County Administrator to continue participating in the LEMPG program; it was SECONDED by COUNCIL MEMBER RANKIN, **vote 6-0.**

Secondly, County Administrator Higgs advised that SCAC is exploring health insurance to offer counties. He communicated that he would be requesting to explore the cost with SCAC and bring it back to Council. Chairman Patterson relayed that Laurens County is currently under Blue Cross Blue Shield and the state decides the increase cost to the counties. COUNCIL MEMBER RANKIN made a MOTION to authorize the County Administrator to explore insurance benefits cost with the South Carolina Association of Counties and bring it back to Council; it was SECONDED by COUNCIL MEMBER CLARK, **vote 6-0.**

Lastly, in previous budget workshops and council meetings, Council had voted to approve a grant process for Fund 563: Special Appropriations; now it is time to determine the timeline- when the grant application is launched, returned, and allocated. Chairman Patterson relayed the application is set up very similarly to the ARPA application which requests financials and plans for the funds. He inquired if any Council Member had any input for the timeline. Council Member Rankin voiced opening the grant process on July 1, 2024, and closing on July 31, 2024. Chairman Patterson responded that 60 days, if not 90 days, would be better due to the process being new; Council Member Anderson agreed. He suggested opening the grant process on July 1, 2024, and closing it on August 30, 2024; having a Council review through a Committee as a Whole meeting and having the funds allocated by September 30, 2024. CHAIRMAN PATTERSON made a MOTION to authorize the County Administrator and staff to publish the grant applications on July 1, 2024, with a deadline of August 30, 2024; it was SECONDED by VICE CHAIRMAN CARROLL, **vote 6-0.**

- c. **Andy Howard- Approval of ATAX recommendations:** Mr. Howard advised Council, ATAX received \$111,000 this year. The ATAX made recommendations on how to allocate the funds, which was then presented to the Parks, Recreation and Tourism board for their recommendations. He advised that some of the entities who applied for funding were not seen as something who brings tourism into Laurens County. Council Member Anderson expressed the Town of Cross Hill hosts the Labor Day Festival, which brings in tourism and believes it deserves recognition out of the ATAX funds. Mr. Howard expressed he understood, however, the Town of Cross Hill

only advertises locally and the goal is to advertise outside of the county. He also stated that the state does look at things such as advertisement outside of the county. Council Member Anderson voiced that she did not want them left out and wants to find some money to help them out. COUNCIL MEMBER ANDERSON made a MOTION to approve the ATAX recommendations with an additional allocation of \$3,000 to the Town of Cross Hill, with the remaining funds of \$16,204 be allocated to billboards, managed by Visit Laurens; it was SECONDED by COUNCIL MEMBER CLARK. The motion was open for discussion.

Vice Chairman Carroll communicated the ATAX Committee works had to meet the requirements set out by the state and expressed he didn't feel comfortable approving something that didn't meet those requirements. Chairman Patterson inquired Mr. Howard if it would be going against the law if they decided to allocate funds to the Town of Cross Hill; he advised no. Council Member Clark voiced that she agreed with Council Member Anderson regarding Cross Hill as she personally knows the Labor Day Festival does attract people from outside of the county. She continued stating that they recently lost their Mayor and may need some guidance to make sure they understand the application. Andy spoke up and suggested making a stipulation to make them use some of the funds allocated to advertise outside of the county. Vice Chairman Carroll communicated that he would be on board with that. Chairman Patterson agreed with Vice Chairman Carroll regarding the work put in by the ATAX Committee and stated there was a reason that some of the entities were left off. Vote called, **2-4**, Council Member Younts, Vice Chairman Carroll, Council Member Rankin, and Chairman Patterson in opposition.

COUNCIL MEMBER ANDERSON made a MOTION to approve the ATAX recommendations with an additional allocation of \$2,000 to the Town of Cross Hill with the stipulation, they must advertise outside of the county and the remaining funds of \$17,204 be allocated to billboards, managed by Visit Laurens; it was SECONDED by COUNCIL MEMBER CLARK, **vote 5-1**, Chairman Patterson in opposition.

NEW BUSINESS:

- a. Approval- Resolution 2024-14: Declaring E911 Telecommunicators as First Responders:** Thomas Higgs, County Administrator, advised that several counties have classified their telecommunicators as First Responders, which extends benefits to them that are not currently available, such as mental health help. COUNCIL MEMBER CLARK made a MOTION to approve Resolution 2024-14: declaring E911 telecommunicators as First Responders; it was SECONDED by VICE CHAIRMAN CARROLL, **vote 6-0**.
- b. Approval- Resolution 2024-15: Authorize the County Administrator to expend FY23-24 Fund 600 balance:** Chairman Patterson communicated that the county collects a fixed millage annually for capital need, Fund 600, which currently has a projected surplus of \$542,000. He stated historically, tracking surplus was not always done to get a true grasp. CHAIRMAN PATTERSON made a MOTION to approve Resolution 2024-15 and authorize the County Administrator to expend 50% of fund 600 surplus of year end June 30; it was SECONDED by COUNCIL MEMBER RANKIN, **vote 6-0**.
- c. First Reading, Ordinance #967: Comprehensive Plan:** Mr. Higgs relayed to Council that the Comprehensive Plan was given to an outside agency, Studio Main, to formulate a plan with public input sessions, that has resulted in a draft plan that has been reviewed and approved by the Planning Commission, and now presented to Council, as per state law. He added that the Planning Commission also held two additional public input meetings and has since approved it for review by Council. Chairman Patterson advised there would be a Committee as a Whole meeting to discuss the Comprehensive Plan before second reading. COUNCIL MEMBER RANKIN made a MOTION to approve First Reading, Ordinance #967: Comprehensive Plan; it was SECONDED by VICE CHAIRMAN CARROLL, **vote 6-0**.

- d. ~~First Reading, Ordinance #968: “Project Onward”– BY TITLE ONLY:~~ Removed from agenda.
- e. **Funding Request- Axon Body/Dash Cameras for the Sheriff’s Office:** Chairman Patterson began explaining during the budget process, there were requests that exceeded \$6 million, and included in that request was Body/Dash Cameras for the Sheriff’s Office. Chief Deputy Chris Martin approached the podium to explain the need for a new body and in-car camera system. He communicated that the current system they have does not work and is not meeting the commands of the county citizens, as well as jeopardizes safety of the deputies. Chief Deputy Martin relayed that this system is the same system the state has gone to and will be user-friendly; for instance, whenever the deputy turns blue lights on, the in-car camera and body camera will turn on. Also, if a deputy gets out of the car and turns on his body camera, the in-car camera will also turn on. He communicated that he has received a quote on state contract of five years for Axon body/dash cameras that will cost around \$152,000 for year one. Chairman Patterson recommended funding the \$151,716.87 out of the fund 600 surplus. VICE CHAIRMAN CARROLL made a MOTION to move forward with the Axon body and in-car camera agreement as proposed and expend the first year out of fun 600 surplus; it was SECONDED by COUNCIL MEMBER YOUNTS, **vote 6-0.**
- f. **Funding Request- E911 Communications Stability Infrastructure Programming:** Chris McCord, E911 Director, approached the podium to convey the need for a new communications system, due to the current “over the air” system that often “trunks”, leaving LEO and First Responders to rely on back up means of communication. As they transition to the new facility, this will allow a hardline between the county and the state that would restrict “trunking”, three new consoles, two fiber lines, and a new software with entirely new radio system. This will result in the current system becoming the backup. The proposal from E911 totals \$1,203,760.21 with a 25% deposit due within two months of signing the agreement. By signing the agreement, it will also allow for cost savings on the required TDMA upgrade. Chairman Patterson suggested the funding come from unallocated ARPA funds; Council Member Rankin voiced that this type of project is what ARPA money was designed for. COUNCIL MEMBER RANKIN made a MOTION to authorize the County Administrator to enter into a contract for the total of \$1,203,760.21 to come from unallocated ARPA funds; it was SECONDED by COUNCIL MEMBER ANDERSON, **vote 6-0.**

CHAIRMAN PATTERSON made a MOTION to authorize the County Administrator to execute the TDMA upgrade contract, pending the review of the County Attorney; it was SECONDED by VICE CHAIRMAN CARROLL, **vote 6-0.**

- g. **Approval- Resolution 2024-16: Receive property from the LCDC:** Chairman Patterson communicated that this resolution is to bring the EMS NESS Station back to Laurens County property from the LCDC. VICE CHAIRMAN CARROLL made a MOTION to approve Resolution 2024-16 to receive property from the LCDC; it was SECONDED by COUNCIL MEMBER RANKIN, **vote 6-0.**

COUNTY COUNCIL COMMENTS:

Council Member Clark had no comment.

Council Member Rankin advised the big run offs of County Council District 7 and the 3rd Congressional District. He expressed his excitement for his upcoming term in the House.

Council Member Younts had no comment.

Council Member Anderson communicated the “Topping Off” Ceremony was held at 11:30am at the Laurens County Airport and gave her the opportunity to catch up with Sammy Wham; the individual who Council voted unanimously to name the new terminal after. She concluded her comments relaying that Clinton would be showcased on the morning news.

Vice Chairman Carroll had no comment.

Chairman Patterson wrapped up Council comments by expressing he was looking forward to Council Member Rankin serving us in Columbia and believes in him. Mr. Patterson concluded warning everyone to be careful as the Fourth of July holiday comes around, and thanked the first responders who go out to the calls.

EXECUTIVE SESSION*

- a. **Employment matter to discuss the employment, appointment and compensation of a Building Official:** Chairman Patterson advised Council would be entering into executive session to discuss the employment, appointment and compensation of a Building Official. VICE CHAIRMAN CARROLL made a MOTION to enter into executive session to discuss the employment, appointment and compensation of a Building Official; it was SECONDED by COUNCIL MEMBER RANKIN, **vote 6-0**. Council entered executive session at 8:00pm.

Council reconvened in regular session at approximately 8:20pm, where Chairman Patterson advised no motions were made in executive session and opened the floor for any motions to be made. COUNCIL MEMBER RANKIN made a MOTION to authorize the County Administrator to go forward with the hiring process of the Building Official; it was SECONDED by COUNCIL MEMBER CLARK, **vote 6-0**.

ADJOURNMENT: VICE CHAIRMAN CARROLL made a MOTION to adjourn; it was SECONDED by COUNCIL MEMBER RANKIN, **vote 6-0**. The meeting was adjourned at approximately 8:21pm.

Respectfully submitted,



Cheyenne G. Noffz,
Clerk to Laurens County Council



New Business:

First Reading, Ordinance #968:

Project Onward



AGENDA ITEM – REQUEST SHEET – COUNTY COUNCIL

ALL REQUESTS should be submitted by 12:00 P.M. on the Wednesday prior to the Tuesday meeting of Council. All other requests not submitted by the deadline will be retained and scheduled for the next meeting of Council

AGENDA ITEM: _____ DATE OF REQUEST: July 3, 2024 (For July 8, 2024 County Council Meeting

DEPARTMENT / AGENCY: Legal Department

NAME: Marcus Meetze

ADDRESS: 100 Hillcrest Square

CITY: Laurens STATE: South Carolina ZIP: 29360

PHONE NUMBER: (864) 681-3155 EMAIL: marcusmeetze@co.laurens.sc.us

SIGNATURE: *Marcus Meetze*

COUNCIL ACTION REQUESTED: 1st Reading of Ordinance #968 - Project Onward Infrastructure Credit Agreement

SUBJECT MATTER DESCRIPTION (please be as specific as possible): See attached

FINANCIAL AMOUNT REQUESTED: See attached

SOURCE OF FUNDING: See attached

(PLEASE – attach subject matter document pages as necessary)

FOR OFFICE USE ONLY

REQUEST ASSIGNED TO: _____ DATE RECEIVED: _____

DATE OF ASSIGNMENT: _____ DATE OF AGENDA: _____

DATE RESPONSE DUE: _____

COUNCIL ACTION: _____

ORDINANCE NO 968

AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF AN INFRASTRUCTURE CREDIT AGREEMENT BY AND BETWEEN LAURENS COUNTY, SOUTH CAROLINA AND AN ENTITY IDENTIFIED BY THE COUNTY AS PROJECT ONWARD, INCLUDING ANY RELATED OR AFFILIATED ENTITIES, WITH RESPECT TO CERTAIN PROPERTY IN THE COUNTY, WHEREBY SUCH PROPERTY WILL RECEIVE CERTAIN INFRASTRUCTURE CREDITS; AUTHORIZING THE EXECUTION AND DELIVERY OF A MULTI-COUNTY INDUSTRIAL OR BUSINESS PARK AGREEMENT BY AND BETWEEN LAURENS COUNTY, SOUTH CAROLINA AND GREENVILLE COUNTY, SOUTH CAROLINA AND THE INCLUSION OF CERTAIN PROPERTY IN THE COUNTY WITHIN THE BOUNDARIES OF SUCH PARK; AND OTHER MATTERS RELATED THERETO.

WHEREAS, Laurens County, South Carolina (the "County") is authorized by Article VIII, Section 13 of the South Carolina Constitution and Title 4, Chapter 1, Code of Laws of South Carolina 1976, as amended (the "Multi-County Park Act"), to enter into agreements with one or more contiguous counties for the creation and operation of joint county industrial and business parks, whereby the industrial development of the State of South Carolina (the "State") will be promoted and trade developed by inducing new industries to locate in the State and by encouraging industries now located in the State to expand their investments and thus utilize and employ manpower and other resources of the State and benefit the general public welfare of the County by providing services, employment, recreation or other public benefits not otherwise provided locally; and

WHEREAS, the County is authorized by Section 4-1-175 of the Multi-County Park Act to provide infrastructure credits against payments in lieu of taxes to provide reimbursement to companies in respect of investment in infrastructure enhancing the economic development of the County, including improvements to real estate and personal property including machinery and equipment used in the operation of a manufacturing or commercial enterprise, within the meaning of Title 4, Article 29, Code of Laws of South Carolina 1976, as amended ("Infrastructure"); and

WHEREAS, the County Council of Laurens County ("County Council") has agreed to assist [PROJECT ONWARD], a [STATE ENTITY] (the "Company"), in the establishment by the Company of a multi-family townhome housing facility in the County (the "Project") by (i) maintaining the Company's property in a joint county industrial or business park established by the County with an adjoining South Carolina county pursuant to Article VIII, Section 13 of the South Carolina Constitution and Section 4-1-170 of the Multi-County Park Act (a "Park") and (ii) pursuant to the Section 4-1-175 of the Multi-County Park Act, providing for certain infrastructure credits against payments in lieu of taxes by the Company from and with respect to the Project in qualified Infrastructure used in the establishment and operation of the Project; and

WHEREAS, the Company has represented that its combined aggregate investment in the Project by December 31 of the fifth (5th) year after the year in which any portion of the Project is first placed in service, is expected to be approximately \$50,000,000; and

WHEREAS, pursuant to Article VIII, Section 13 of the South Carolina Constitution and Section 4-1-170 of the Multi-County Park Act, the County desires to enter into a multi-county industrial or business park (the “Park”) agreement between the County and Greenville County, (the “Park Agreement”), and pursuant to such agreement or a similar such agreement, the Company will be obligated to make or cause to be made payments in lieu of taxes in the total amount equivalent to the ad valorem property taxes that would have been due and payable but for the location of the Project within the Park (the “Statutory FILOT Payments”); and

WHEREAS, the County Council has agreed, pursuant to Section 4-1-175 of the Multi-County Park Act, to provide infrastructure credit financing of the Infrastructure with respect to the Project by providing certain credits to the Company against the Statutory FILOT Payments for a term of fifteen (15) years, beginning with the Statutory FILOT Payment payable on or before that certain January 15 immediately following the first year in which the completed Project is first placed in service in the Park, such completion to be certified by the Company, all subject to the Company meeting the investment set forth herein, and all as set forth more fully in the Infrastructure Credit Agreement between the County and the Company presented to this meeting (the “Infrastructure Credit Agreement”); and

WHEREAS, the County has determined and found, on the basis of representations of the Company, that the Project is anticipated to benefit the general public welfare of the County by providing services, employment, recreation or other public benefits not otherwise provided locally; and, that the Project gives rise to no pecuniary liability of the County or any incorporated municipality or a charge against the general credit or taxing power of either; that the purposes to be accomplished by the Project, i.e., economic development, retention of jobs, and addition to the tax base of the County, are proper governmental and public purposes;

WHEREAS, it appears that the Infrastructure Credit Agreement above referred to, which is now before this meeting, is in appropriate form and is an appropriate instrument to be executed and delivered or approved by the County for the purposes intended.

NOW, THEREFORE, BE IT ORDAINED, by the County Council of Laurens County, in meeting duly assembled, as follows:

Section 1. The County Administrator, for and on behalf of the County, is hereby authorized to execute and deliver the Infrastructure Credit Agreement, in substantially the form attached hereto, or with such minor changes as are not materially adverse to the County and as such officials shall determine and as are not inconsistent with the matters contained herein, their execution thereof to constitute conclusive evidence of their approval of any and all changes or revisions therein from the form of the Infrastructure Credit Agreement now before this meeting, and are directed to take any action otherwise necessary to effect the execution and delivery of the Infrastructure Credit Agreement and the performance of all obligations of the County under and pursuant to the Infrastructure Credit Agreement.

Section 2. The County Administrator, for and on behalf of the County, is hereby authorized to execute and deliver the Park Agreement, in substantially the form attached hereto, or with such minor changes as are not materially adverse to the County and as such officials shall determine and as are not inconsistent with the matters contained herein, their execution thereof to constitute conclusive evidence of their approval of any and all changes or revisions therein from the form of the Park Agreement now before this meeting, and are directed to take any action otherwise necessary to effect the execution and delivery of the Park Agreement and the performance of all obligations of the County under and pursuant to the Park Agreement.. Accordingly, upon enactment of a corresponding ordinance of approval by Greenville County Council, the Park Agreement shall be in full force and effect, without further action needed by either Laurens County or Greenville County, to include the Property.

Section 3. The provisions of this ordinance are hereby declared to be separable and if any section, phrase or provisions shall for any reason be declared by a court of competent jurisdiction to be invalid or unenforceable, such declaration shall not affect the validity of the remainder of the sections, phrases and provisions hereunder.

Section 4. All ordinances, resolutions, and parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed. This ordinance shall take effect and be in full force from and after its passage by the County Council.

ENACTED in meeting duly assembled this _____ day of _____, 2024.

LAURENS COUNTY COUNCIL

ATTEST:

Thomas R. Higgs, II, Administrator
Laurens County, South Carolina

Cheyenne G. Noffz, Clerk to County Council
Laurens County, South Carolina

Brown Patterson, Chairman

Diane B. Anderson, Council Member

David E. Tribble, Jr., Council Member

Shirley H. Clark, Council Member

Luke Rankin, Council Member

M. Kemp Younts, Council Member

Jeffrey Dean Carroll, Council Member

READINGS:

First reading:	July 8, 2024	
Second reading:	August 12, 2024	[tentative]
Public hearing:	September 9, 2024	[tentative]
Third reading:	September 9, 2024	[tentative]

EXHIBIT A

REAL PROPERTY DESCRIPTION

[TBD]

DRAFT

STATE OF SOUTH CAROLINA

COUNTY OF LAURENS

I, the undersigned Clerk to County Council of Laurens County, South Carolina, do hereby certify that attached hereto is a true, accurate and complete copy of an ordinance which was given reading, and received approval, by the County Council at its meetings of July 8, 2024, August 12, and September 9, 2024, at which meetings a quorum of members of County Council were present and voted, and an original of which ordinance is filed in the permanent records of the County Council.

Clerk, County Council of Laurens County

Dated: _____, 2024

INFRASTRUCTURE CREDIT AGREEMENT

between

LAURENS COUNTY, SOUTH CAROLINA,

and

[PROJECT ONWARD]

Dated as of [DATE], 2024

INFRASTRUCTURE CREDIT AGREEMENT

THIS INFRASTRUCTURE CREDIT AGREEMENT, dated as of [DATE], 2024 (the “Agreement”), between **LAURENS COUNTY, SOUTH CAROLINA**, a body politic and corporate and a political subdivision of the State of South Carolina (the “County”), and [PROJECT ONWARD], a [ENTITY TYPE / STATE OF ORGANIZATION] (the “Company”).

WITNESSETH:

WHEREAS, the County, acting by and through its County Council (the “County Council”) is authorized by Sections 4-1-175 and Title 4, Article 29 of the Code of Laws of South Carolina 1976, as amended (the “Infrastructure Credit Act”), to provide infrastructure credit financing, secured by and payable solely from revenues of the County derived from payments in lieu of taxes pursuant to Article VIII, Section 13 of the South Carolina Constitution, for the purpose of defraying the cost of designing, acquiring, constructing, improving, or expanding the infrastructure serving the County and for improved and unimproved real estate and personal property, including machinery and equipment, used in the operation of a manufacturing facility or commercial enterprise in order to enhance the economic development of the County, all within the meaning of Section 4-29-68 of the Code of Laws of South Carolina 1976, as amended (the “Infrastructure”); and

WHEREAS, the Company intends to operate the Project (as defined below) on the land in the County described in Exhibit A hereto (the “Land”); and

WHEREAS, the Company has represented that they intend to invest in the acquisition, construction and installation of buildings, improvements, fixtures, machinery, equipment, furnishings and other real and/or tangible personal property to constitute a multi-family townhome housing facility in the County (the “Project”), which will result in an expected aggregate taxable investment of approximately \$50,000,000 by December 31 of the fifth (5th) year after the first year in which any portion of the Project is placed in service (the “Investment Period”); and

WHEREAS, the County and Greenville County intend to establish a joint county industrial or business park (the “Park”) by entering into an Agreement for Development for Joint County Industrial/Business Park (the “Park Agreement”), pursuant to the provisions of Article VIII, Section 13 of the South Carolina Constitution and Title 4, Chapter 1 Code of Laws of South Carolina 1976 (collectively, the “Multi-County Park Act”), as amended, and will designate the Land as being included within the Park, and the County desires to cause the Land to continue to be located in the Park or such other multi-county industrial or business park so as to afford the Company the benefits of the Infrastructure Credit Act as provided herein; and

WHEREAS, pursuant to the provisions of the Park Agreement, the Company shall be obligated to make or cause to be made payments in lieu of taxes in the total amount equivalent to the *ad valorem* property taxes or, if applicable, any negotiated payments in lieu of taxes that would have been due and payable but for the location of the Project within the Park; and

WHEREAS, pursuant to the Infrastructure Credit Act, the County has agreed to provide certain credits to the Company in respect of the Company’s investment in the Infrastructure with respect to the Project, and is delivering this Agreement in furtherance thereof; and

WHEREAS, the County Council has duly authorized execution and delivery of this Agreement by Ordinance No. O-21-01 duly enacted by the County Council on August 12, 2024, following conducting a public hearing on August 12, 2024;

NOW, THEREFORE, in consideration of the respective representations and agreements hereinafter contained, the County and the Company agree as follows:

ARTICLE I

DEFINITIONS

The terms defined in this Article I shall for all purposes of this Agreement have the meanings herein specified, unless the context clearly otherwise requires. Except where the context otherwise requires, words importing the singular number shall include the plural number and *vice versa*.

“*Agreement*” shall mean this Agreement, as the same may be amended, modified or supplemented in accordance with the terms hereof.

“*Code*” shall mean the Code of Laws of South Carolina 1976, as amended.

“*Company*” shall have the meaning set forth with respect to such term in the recitals to this Agreement.

“*Cost of the Infrastructure*” shall mean to extent permitted by law, the cost of acquiring, by construction and purchase, the Infrastructure and shall be deemed to include, whether incurred prior to or after the date of this Agreement: (a) obligations incurred for labor, materials, and other expenses to builders and materialmen in connection with the acquisition, construction, and installation of the Infrastructure; (b) the cost of design and engineering of the Infrastructure; (c) the cost of construction bonds and of insurance of all kinds that may be required or necessary during the course of construction and installation of the Infrastructure, which is not paid by the contractor or contractors or otherwise provided for; (d) the expenses for test borings, surveys, test and pilot operations, estimates, plans and specifications and preliminary investigations therefor, and for supervising construction, as well as for the performance of all other duties required by or reasonably necessary in connection with the acquisition, construction, and installation of the Infrastructure; (e) all other costs which shall be required under the terms of any contract for the acquisition, construction, and installation of the Infrastructure; and (f) all legal, accounting and related costs properly capitalizable to the cost of the Infrastructure.

“*County*” shall mean Laurens County, South Carolina, a body politic and corporate and a political subdivision of the State of South Carolina and its successors and assigns.

“*Fee Payments*” shall mean the payments in lieu of taxes made by the Company with respect to the Project by virtue of the Project’s location in (a) the Park or (b) in any joint county industrial park created by the County and a partner county pursuant to the Park Agreement qualifying under Section 4-1-170 of the Multi-County Park Act or any successor provision.

“*FILOT Act*” shall mean Title 4, Section 29, of the Code.

“*Infrastructure*” shall mean infrastructure serving the County and improved or unimproved real estate and personal property, including machinery and equipment, used in the operation of the Project, within the meaning of Section 4-29-68 of the Code.

“*Infrastructure Credit Act*” shall have the meaning set forth with respect to such term in the recitals to this Agreement.

“*Infrastructure Credits*” shall mean the credits to the Fee Payments in respect of the Company’s investment in Cost of the Infrastructure set forth in Section 3.02(a) hereof.

“*Investment Period*” shall have the meaning set forth with respect to such term in the recitals to this Agreement.

“*Investment Target*” shall mean the investment by the Company of at least \$50,000,000 in the County as part of the Project. For the avoidance of doubt, satisfaction of the Investment Target shall be determined by reference to any and all records, receipts, invoices, financial statements, tax returns, or other evidence of expenditures incurred by the Company as part of the Project.

“*Land*” shall have the meaning set forth with respect to such term in the recitals to this Agreement.

“*Minimum Investment*” shall mean the investment by the Company of at least \$10,000,000 in otherwise taxable property in the County as part of the Project.

“*Multi-County Park Act*” shall mean Title 4, Chapter 1 of the Code, and all future acts amendatory thereto.

“*Ordinance*” shall mean the ordinance enacted by the County Council on August 12, 2024, authorizing the execution and delivery of this Agreement.

“*Park Agreement*” shall mean the [INSERT AGREEMENT NAME], between the County and Greenville County, effective [INSERT DATE], as the same may be further amended or supplemented from time to time or such other agreement as the County may enter with respect to the Project to offer the benefits of the Infrastructure Credit Act to the Company hereunder.

“*Park*” shall mean (i) the joint county industrial park established pursuant to the terms of the Park Agreement and (ii) any joint county industrial park created pursuant to a successor park agreement delivered by the County and a partner county in accordance with Section 4-1-170 of the Act, or any successor provision, with respect to the Project.

“*Person*” shall mean an individual, a corporation, a partnership, an association, a joint stock company, a trust, any unincorporated organization, or a government or political subdivision.

“*Project*” shall have the meaning set forth with respect to such term in the recitals to this Agreement.

ARTICLE II

REPRESENTATIONS AND WARRANTIES

SECTION 2.01. Representations by the County. The County makes the following representations and covenants as the basis for the undertakings on its part herein contained:

(a) The County is a body politic and corporate and a political subdivision of the State of South Carolina and is authorized and empowered by the provisions of the Act to enter into the transactions contemplated by this Agreement and to carry out its obligations hereunder. By proper action by the County Council, the County has been duly authorized to execute and deliver this Agreement and any and all agreements collateral thereto.

(b) The County proposes to provide the Infrastructure Credits to reimburse the Company for a portion of the Cost of the Infrastructure for the purpose of promoting economic development of the County.

(c) To the best knowledge of the undersigned representatives of the County, the County is not in violation of any of the provisions of the laws of the State of South Carolina, where any such default would affect the validity or enforceability of this Agreement.

(d) To the best knowledge of the undersigned representatives of the County, the authorization, execution and delivery of this Agreement, the enactment of the Ordinance, and performance of the transactions contemplated hereby and thereby do not and will not, to the best knowledge of the County, conflict with, or result in the violation or breach of, or constitute a default or require any consent under, or create any lien, charge or encumbrance under the provisions of (i) the Constitution of the State or any law, rule, or regulation of any governmental authority, (ii) any agreement to which the County is a party, or (iii) any judgment, order, or decree to which the County is a party or by which it is bound.

(e) To the best knowledge of the undersigned representatives of the County, there is no action, suit, proceeding, inquiry, or investigation, at law or in equity, or before or by any court, public body, or public board which is pending or threatened challenging the creation, organization or existence of the County or its governing body or the power of the County to enter into the transactions contemplated hereby or wherein an unfavorable decision, ruling or finding would adversely affect the transactions contemplated hereby or would affect the validity, or adversely affect the enforceability, of this Agreement, or any other agreement or instrument to which the County is a party and which is to be used in connection with or is contemplated by this Agreement, nor to the best of the knowledge of the undersigned representatives of the County is there any basis therefor.

SECTION 2.02. Representations and Covenants by the Company. The Company makes the following representations, warranties and covenants as the basis for the undertakings on its part herein contained:

(a) The Company is a [entity type] duly organized, validly existing, and in good standing under the laws of the State of [STATE] and qualified to do business in the State of South Carolina, has power to enter into this Agreement and to carry out its obligations hereunder, and by proper corporate action has been duly authorized to execute and deliver this Agreement.

(b) Neither the execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, nor the fulfillment of or compliance with the terms and conditions of this Agreement, will result in a material breach of any of the terms, conditions, or provisions of any corporate restriction or any agreement or instrument to which the Company is now a party or by which it is bound, or will constitute a default under any of the foregoing, other than as may be created or permitted by this Agreement.

(c) The Company shall use commercially reasonable efforts to cause the Investment Target to be achieved during the Investment Period.

(d) To the best knowledge of the Company, there is no action, suit, proceeding, inquiry, or investigation, at law or in equity, or before or by any court, public body, or public board which is pending or threatened challenging the power of the Company to enter into the transactions contemplated hereby or wherein an unfavorable decision, ruling or finding would adversely affect the transactions contemplated hereby or would affect the validity, or adversely affect the enforceability, of this Agreement, or any other agreement or instrument to which the Company is a party and which is to be used in connection with or is contemplated by this Agreement, nor to the best of the knowledge of the Company is there any basis therefore.

(e) The Company agrees to reimburse the County for the reasonable and necessary expenses incurred by the County with respect to this Agreement (“Administration Expenses”), including reasonable attorney fees; provided, however, that no such expense shall be considered an Administration Expense until the County has furnished to the Company a statement in writing indicating the amount of such expense and the reason it has been or will be incurred. The parties hereto agree the Administration Expenses shall not exceed \$5,000 in any event. The Company agrees to pay the Administration Expenses to the County when and as they shall become due, but in no event later than the date which is the earlier of any payment date expressly provided for in this Fee Agreement or the date which is forty-five (45) days after receiving written notice from the County, accompanied by such supporting documentation as may be necessary to evidence the County’s right to receive such payment, specifying the nature of such expense and requesting payment of same.

(f) The Company agrees to maintain such books and records with respect to the Project as will permit verification of the Company’s compliance with the terms of this Agreement and the certifications submitted to the County pursuant to Section 3.02 hereof. The Company may, by clear, written designation, conspicuously marked, designate with respect to any book and records delivered or made available to the County segments thereof that the Company believes contain proprietary, confidential, or trade secret matters. The County shall comply with all reasonable, written requests made by the Company with respect to maintaining the confidentiality of such designated segments. Except to the extent required by law, the County shall not release information which has been designated as confidential or proprietary by the Company.

SECTION 2.03. Covenants of the County.

(a) To the best of its ability, the County will at all times maintain its corporate existence and will use its best efforts to maintain, preserve, and renew all its rights, powers and privileges; and it will comply with all valid acts, rules, regulations, orders, and directions of any legislative, executive, administrative, or judicial body applicable to this Agreement.

(b) The County acknowledges that the earliest the Park Agreement may terminate without the consent of owners of the property comprising the Park is on [INSERT DATE] (the “Earliest Termination Date”). In the event of any early termination of the Park Agreement or the termination of the Park Agreement on the Earliest Termination Date, the County agrees to use its best reasonable efforts to cause the Project, at the Company’s expense, pursuant to Section 4-1-170 of the Act or any successor provision, to be included in a duly authorized, executed and delivered successor joint county industrial park agreement with an adjoining South Carolina county, which successor agreement shall contain a termination date occurring no earlier than the final year as to which any Infrastructure Credit shall be payable under this Agreement.

(c) The County covenants that it will from time to time, at the request and expense of the Company, execute and deliver such further instruments and take such further action as may be reasonable and as may be required to carry out the purpose of this Agreement; provided, however, that such instruments or actions shall never create or constitute a general obligation or an indebtedness of the County within the meaning of any State constitutional provision (other than the provisions of Article X, Section 14(10) of the South Carolina Constitution) or statutory limitation and shall never constitute or give rise to a pecuniary liability of the County or a charge against its general credit or taxing power or pledge the full faith, credit or taxing power of the State, or any other political subdivision of the State.

ARTICLE III

INFRASTRUCTURE CREDITS

SECTION 3.01. Payment of Costs of Infrastructure.

The Company shall be responsible for payment of all Costs of the Infrastructure with respect to the Project as and when due.

SECTION 3.02. Infrastructure Credits.

(a) In order to reimburse the Company for a portion of the Cost of the Infrastructure with respect to the Project, the County shall provide to the Company Infrastructure Credits against annual Fee Payments otherwise due for a period of fifteen (15) years (the “Credit Period”) in the applicable annual percentages reflected in the chart below. The Credit Period shall commence with the annual Fee Payment payable on or before the January 15th immediately following the first year in which the Project is fully completed and placed in service, such completion date to be determined by the Company’s filing of written certification thereof with the County Assessor in substantially the form included in the attached Exhibit B. The County shall automatically reflect the Infrastructure Credits against the Fee Payments shown on those invoices provided by the County to the Company.

<u>Tax Years</u>	<u>Infrastructure Credit Percentage</u>
1-3	100%
4-6	75%
7-10	70%
11	65%
12-15	60%

(b) Notwithstanding anything herein to the contrary, under no circumstances shall the Company be entitled to claim or receive any abatement of *ad valorem* taxes for any portion of the investment in the Project for which an Infrastructure Credit is taken.

(c) In no event shall the aggregate amount of all Infrastructure Credits claimed by the Company exceed the amount expended by them collectively with respect to the Infrastructure at any point in time. The Company shall be responsible for making written annual certification by May 1st following the end of each year during the Credit Period as to compliance with the provisions of the preceding sentence through the delivery of a certification in substantially the form attached hereto as Exhibit B. Further, any amount of reimbursement of the Company for Infrastructure expenditure by way of an Infrastructure Credit may not be duplicated through an infrastructure credit to the Company for the same expenditure.

(d) As provided in Section 4-29-68 of the Code, to the extent any Infrastructure Credit is taken against fee in lieu of tax payment on personal property, and the personal property is removed from the Project at any time during the term of this Agreement (and not replaced with qualifying replacement property), the

amount of the fee in lieu of taxes due on the personal property for the year in which the personal property was removed from the Project shall be due for the two (2) years immediately following such removal.

(e) THIS AGREEMENT AND THE INFRASTRUCTURE CREDITS BECOMING DUE HEREUNDER ARE LIMITED OBLIGATIONS OF THE COUNTY PROVIDED BY THE COUNTY SOLELY FROM THE FEE PAYMENTS RECEIVED BY THE COUNTY FOR THE PROJECT PURSUANT TO THE PARK AGREEMENT, AND DO NOT AND SHALL NEVER CONSTITUTE A GENERAL OBLIGATION OR AN INDEBTEDNESS OF THE COUNTY WITHIN THE MEANING OF ANY CONSTITUTIONAL PROVISION (OTHER THAN THE PROVISIONS OF ARTICLE X, SECTION 14(10) OF THE SOUTH CAROLINA CONSTITUTION) OR STATUTORY LIMITATION AND DO NOT AND SHALL NEVER CONSTITUTE OR GIVE RISE TO A PECUNIARY LIABILITY OF THE COUNTY OR A CHARGE AGAINST ITS GENERAL CREDIT OR TAXING POWER. THE FULL FAITH, CREDIT, AND TAXING POWER OF THE COUNTY ARE NOT PLEDGED FOR THE INFRASTRUCTURE CREDITS.

(f) No breach by the County of this Agreement shall result in the imposition of any pecuniary liability upon the County or any charge upon its general credit or against its taxing power. The liability of the County under this Agreement or of any warranty herein included or for any breach or default by the County of any of the foregoing shall be limited solely and exclusively to the Fee Payments for the Project in the Park. The County shall not be required to execute or perform any of its duties, obligations, powers, or covenants hereunder except to the extent of the Fee Payments.

(g) Should the Minimum Investment not be met by the end of the Investment Period, the Agreement shall be terminated and the Company shall be retroactively liable to the County for the full amount of any Infrastructure Credits previously received. Any Amounts determined to be owing pursuant to this Section 3.02(g) shall be payable to the County on or before the one hundred twentieth (120th) day following the last day of the Investment Period.

(h) Should the Investment Target not be met by the end of the Investment Period, the Company shall be (a) retroactively liable to the County for a pro-rata percentage, the numerator of which shall be the actual investment made by the Company in connection with the Project in the County and the denominator of which shall be the Investment Target (the "Pro-Rata Reduction Percentage"), of all Infrastructure Credits previously received and (b) prospectively entitled to a reduced amount of any remaining Infrastructure Credits, such amount to be determined by multiplying the Pro-Rata Reduction Percentage by any remaining Infrastructure Credits. Any amounts determined to be owing pursuant this Section 3.02(h) shall be payable to the County on or before the one hundred twentieth (120th) day following the last day of the Investment Period.

ARTICLE IV

CONDITIONS TO DELIVERY OF AGREEMENT; TITLE TO PROJECT

SECTION 4.01. Documents to be Provided by County. Prior to or simultaneously with the execution and delivery of this Agreement, the County shall provide to the Company:

(a) A copy of the Ordinance, duly certified by the Clerk of the County Council to have been duly enacted by the County and to be in full force and effect on the date of such certification; and

(b) A copy of the Park Agreement, duly certified by the Clerk of the County Council to have been duly enacted by the County and to be in full force and effect on the date of such certification; and

(c) Such additional related certificates, instruments or other documents as the Company may reasonably request in a form and substance acceptable to the Company and the County.

SECTION 4.02. Transfers of Project; Assignment of Interest in this Agreement by the Company.

The County hereby acknowledges that the Company may from time to time and in accordance with applicable law, sell, transfer, lease, convey, or grant the right to occupy and use the Project, in whole or in part, or assign its interest in this Agreement, to others; provided, however, that any transfer by the Company of any of its interest in this Agreement to any other Person shall require the prior written consent of the County, which shall not be unreasonably withheld. No such sale, lease, conveyance, grant or assignment shall relieve the County from the County's obligations to provide Infrastructure Credits to the Company or any assignee of the same, under this Agreement as long as such assignee is qualified to receive the Infrastructure Credits under the Infrastructure Credit Act.

SECTION 4.03. Assignment by County. The County shall not assign, transfer, or convey its obligations to provide Infrastructure Credits hereunder to any other Person, except as may be required by South Carolina law.

ARTICLE V

DEFAULTS AND REMEDIES

SECTION 5.01. Events of Default. If the County or the Company shall fail duly and punctually to perform any covenant, condition, agreement or provision contained in this Agreement on its part to be performed, which failure shall continue for a period of thirty (30) days after written notice by the County or the Company, respectively, specifying the failure and requesting that it be remedied is given to the County by the Company, or to the Company by the County, by first-class mail, the County or the Company, respectively, shall be in default under this Agreement (an "Event of Default").

SECTION 5.02. Remedies and Legal Proceedings by the Company or the County. Upon the happening and continuance of any Event of Default, then and in every such case the Company or the County, as the case may be, in their discretion may:

- (a) by mandamus, or other suit, action, or proceeding at law or in equity, enforce all of its or their rights and require the other party to carry out any agreements with or for its benefit and to perform its or their duties under the Act and this Agreement;
- (b) bring suit upon this Agreement;
- (c) exercise any or all rights and remedies provided by applicable laws of the State of South Carolina; or
- (d) by action or suit in equity enjoin any acts or things which may be unlawful or in violation of its rights.

SECTION 5.03. Remedies Not Exclusive. No remedy in this Agreement conferred upon or reserved to the County or the Company hereunder is intended to be exclusive of any other remedy or remedies, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute.

SECTION 5.04. Nonwaiver. No delay or omission of the County or the Company to exercise any right or power accruing upon any default or Event of Default shall impair any such right or power or shall be

construed to be a waiver of any such default or Event of Default, or an acquiescence therein; and every power and remedy given by this Article V to any party may be exercised from time to time and as often as may be deemed expedient.

ARTICLE VI

MISCELLANEOUS

SECTION 6.01. Termination. Subject to Sections 5.01 and 5.02 above, this Agreement shall terminate on the date upon which all Infrastructure Credits provided for herein have been credited to the Company. In addition, the Company is authorized to terminate this Agreement at any time with respect to all or part of the Project upon providing the County with thirty (30) days' written notice; provided, however, that (i) any monetary obligations existing hereunder and due and owing at the time of termination to a party hereto; and (ii) any provisions which are intended to survive termination shall survive such termination.

SECTION 6.02. Successors and Assigns. All the covenants, stipulations, promises, and agreements in this Agreement contained, by or on behalf of, or for the benefit of, the County, shall bind or inure to the benefit of the successors of the County from time to time and any officer, board, commission, agency, or instrumentality to whom or to which any power or duty of the County, shall be transferred.

SECTION 6.03. Provisions of Agreement for Sole Benefit of the County and the Company. Except as in this Agreement otherwise specifically provided, nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any Person other than the County and the Company any right, remedy, or claim under or by reason of this Agreement, this Agreement being intended to be for the sole and exclusive benefit of the County and the Company.

SECTION 6.04. Severability. In case any one or more of the provisions of this Agreement shall, for any reason, be held to be illegal or invalid, the illegality or invalidity shall not affect any other provision of this Agreement, and this Agreement, the Infrastructure Credits shall be construed and enforced as if the illegal or invalid provisions had not been contained herein or therein.

SECTION 6.05. No Liability for Personnel of the County or the Company. No covenant or agreement contained in this Agreement shall be deemed to be the covenant or agreement of any member, agent, or employee of the County or its governing body or the Company or any of its officers, employees, or agents in his individual capacity, and neither the members of the governing body of the County nor any official executing this Agreement shall be liable personally on the Infrastructure Credits or this Agreement or be subject to any personal liability of accountability by reason of the issuance thereof.

SECTION 6.06. Notices. All notices, certificates, requests, or other communications under this Agreement shall be sufficiently given and shall be deemed given, unless otherwise required by this Agreement, when (i) delivered or (ii) sent by facsimile and confirmed by United States certified mail, return-receipt requested, restricted delivery, postage prepaid, addressed as follows:

(a) if to the County: Laurens County, South Carolina
Administration Building, Suite 1000
366 North Church Street
Laurens, South Carolina 29303
Attn: County Administrator
Facsimile No. (864) 596-2232

with a copy to: Laurens County, South Carolina

(which shall not constitute notice to the County)

Administration Building, Suite 1000
366 North Church Street
Laurens, South Carolina 29303
Attn: County Attorney
Facsimile No. (864) 596-2232

(b) if to the Company: [TBD]

with a copy to:
(which shall not constitute notice to the Company)

Richard Few
110 East Court Street, Suite 200
Greenville, South Carolina 29601
Facsimile No. (864) 242-9888

A duplicate copy of each notice, certificate, request or other communication given under this Agreement to the County or the Company shall also be given to the others. The County and the Company may, by notice given under this Section 6.06, designate any further or different addresses to which subsequent notices, certificates, requests or other communications shall be sent.

SECTION 6.07. Applicable Law. The laws of the State of South Carolina shall govern the construction of this Agreement.

SECTION 6.08. Counterparts; Electronic Signatures. This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original; but such counterparts shall together constitute but one and the same instrument. This Agreement may be circulated for signature through electronic transmission, including, without limitation, facsimile and email, and all signatures so obtained and transmitted shall be deemed for all purposes under this Agreement to be original signatures and may conclusively be relied upon by any party to this Agreement.

SECTION 6.09. Amendments. This Agreement may be amended only by written agreement of the parties hereto.

SECTION 6.10. Waiver. Either party may waive compliance by the other party with any term or condition of this Agreement only in a writing signed by the waiving party.

SECTION 6.11. Indemnity.

(a) Notwithstanding the fact that it is the intention of the parties that the County, its members, officers, elected officials, employees, servants and agents (collectively, the “Indemnified Parties”) shall not incur pecuniary liability by reason of the terms of this Agreement, or the undertakings required of the County hereunder, by reason of the granting of the Infrastructure Credits, by reason of the execution of this Agreement, by the reason of the performance of any act requested of it by the Company, or by reason of the County’s relationship to the Project or by the operation of the Project by the Company, including all claims, liabilities or losses arising in connection with the violation of any statutes or regulations pertaining to the foregoing, nevertheless, if the County or any of the other Indemnified Parties should incur any such pecuniary liability, then in such event the Company shall indemnify, defend and hold them harmless against all claims by or on behalf of any person, firm or corporation, arising out of the same, and all costs and expenses incurred in connection with any such claim or in connection with any action or proceeding brought thereon, and upon notice, the Company shall defend them in any such action or proceeding with legal counsel acceptable to the County (the approval of which shall not be unreasonably withheld); provided, however, that such indemnity shall not apply to the extent that any

such claim is proximately caused by (i) the grossly negligent acts or omissions or willful misconduct of the County, its agents, officers or employees, or (ii) any breach of this Agreement by the County.

(b) Notwithstanding anything in this Agreement to the contrary, the above-referenced covenants insofar as they pertain to costs, damages, liabilities or claims by any Indemnified Party resulting from any of the above-described acts of or failure to act by the Company, shall survive any termination of this Agreement.

[Remainder of page intentionally left blank]

DRAFT

IN WITNESS WHEREOF, Laurens County, South Carolina, has caused this Agreement to be executed by the Laurens County Administrator and its corporate seal to be hereunto affixed and attested by the Clerk of its County Council and the Company has caused this Agreement to be executed by an authorized officer, all as of the day and year first above written.

LAURENS COUNTY, SOUTH CAROLINA

By: _____
Brown Patterson, Chairman of County Council
Laurens County, South Carolina

Reviewed by:

By: _____
Its: Marcus Meetze
County Attorney

(SEAL)
ATTEST:

By: _____
Cheyenne G. Noffz, Clerk to County Council
Laurens County, South Carolina

[Signature page 1 to Infrastructure Credit Agreement]

[PROJECT ONWARD]

By: _____

Name: _____

Title: _____

[Signature page 2 to Infrastructure Credit Agreement]

DRAFT

EXHIBIT A

REAL PROPERTY DESCRIPTION

[TBD]

DRAFT

EXHIBIT B

INFRASTRUCTURE INVESTMENT CERTIFICATION

I _____, the _____ of [PROJECT ONWARD], a [STATE ENTITY] (the "Company"), do hereby certify in connection with Section 3.02 of the Infrastructure Credit Agreement dated as of [DATE], 2024 (the "Agreement") between Laurens County, South Carolina and the Company, as follows:

(1) [The Company certifies the Project was fully completed and placed in service as of December 31 of [INSERT YEAR OF COMPLETION], thereby commencing the Credit Period for tax year [INSERT YEAR IMMEDIATELY FOLLOWING YEAR OF COMPLETION]. [OMIT THIS PARAGRAPH IF COMPANY HAS ALREADY CERTIFIED COMPLETION ON A PRIOR YEAR'S CERTIFICATION FORM]

(2) As of December 31, 20__, the total amount of Infrastructure Credits received by the Company is as follows:

<u>Entity</u>	<u>Infrastructure Credits Received</u>
[PROJECT ONWARD]	\$ [INSERT]

(3) As of December 31, 20__, the total amount of investment in Costs of Infrastructure by the Company is not less than \$_____.

All capitalized terms used but not defined herein shall have the meaning set forth in the Agreement.

IN WITNESS WHEREOF, I have set my hand this ____ day of _____, 20__.

[PROJECT ONWARD]

By: _____
Name: _____
Its: _____