



Agenda
Sumter County Council
Regular Meeting
Tuesday, March 26, 2019 -- Held at 6:00 PM.
Sumter County Administration Building – County Council Chambers
Third Floor, 13 E. Canal Street, Sumter, SC

1. CALL TO ORDER:

- 1) Chairman Or Vice Chairman Of Sumter County Council

2. INVOCATION: Council Member, Staff, or Member of the Public

3. PLEDGE OF ALLEGIANCE:

4. APPROVAL OF AGENDA: March 26, 2019

5. APPROVAL OF MINUTES: Regular Meeting Held On

- 1) Regular Meeting Tuesday, March 12, 2019

6. LAND USE MATTERS AND REZONING REQUESTS:

1) **RZ-19-01—Second Reading/Public Hearing -- 4980-4984 Cane Savannah Road (County) --** Request To Rezone A +/- 5.0 Acre Parcel Located At 4980-4984 Cane Savannah Road From Agricultural Conservation (AC) To General Commercial (GC) Or In The Alternative, General Residential (GR). The Property Is Represented By Tax Map # 157-00-04-001. *(Prior To Action On Second Reading County, Council Will Hold A Public Hearing On This Rezoning Request.)*

2) **OA-19-02 -- Second Reading /Public Hearing -- Outdoor Pistol, Rifle, Or Skeet Ranges In HI District (County) – (19-906) --** Amend Article 3 Section 3.L.4: Heavy Industrial District (Special Exception), Exhibit 5: Permitted And Conditional Uses In The Commercial Industrial, Agricultural, And Conservation Districts, And Article 5 Section 5.B.3.F: Special Design Review Criteria (Outdoor Pistol, Rifle Or Skeet Range) Of The Sumter County Zoning & Development Standards Ordinance In Order To Include The Outdoor Pistol, Rifle Or Skeet Range (SIC Code 7999) Use As A Special Exception In The Heavy Industrial (HI) Zoning District. *(Prior To Action On Second Reading, County Council Will Hold A Public Hearing On This Ordinance Amendment.)*

7. OTHER PUBLIC HEARINGS:

1) **19-904 --** Authorizing The Execution And Delivery Of An Infrastructure Credit Agreement To Provide For Infrastructure Credits To A Company Identified For The Time Being As Project Batch; And Other Related Matters. *(County Council Will Take Action On Third Reading Immediately After Public Hearing Or During Old Business.)*

2) **19-905 –** Amending The Master Agreement Governing The Sumter-Lee Industrial Park Dated December 31, 2012, Between Lee County, South Carolina And Sumter County, South Carolina So As To Expand The Boundaries Of The Park To Include Certain Property Owned And/Or Operated By A Company Identified For The Time Being As Project Batch; And Other Related Matters. *(County Council Will Take Action On Third Reading Immediately After Public Hearing Or During Old Business.)*

8. NEW BUSINESS:

- 1) Recognition Of Kent Hall For Receiving The Statewide Jack Niles Award for Outstanding Achievements in EMS Education.
- 2) Presentation By Robert Benfield From South Carolina Association Of Counties Insurance Section.
- 3) Proclamation Proclaiming April As Fair Housing Month In Sumter County, South Carolina.
- 4) **19-907 – First Reading --** An Ordinance To Amend Sumter County Code Of Ordinances, Sections 6-19, 6-20 And 6-23 Of Chapter 6, Article II, Relating To Dogs And Other Animals. **(Title Only)**
- 5) **It May Be Necessary To Hold An Executive Session** To Receive Legal Advise Leading To A Pending Claim, And It May Be Necessary To Hold An Executive Session To Discuss An Economic Development Matter, Receive A Legal Briefing, An Employment Matter, Or Other Matters Pertaining To An Executive Session, And Take Appropriate Actions Thereafter If Required.

9. OLD BUSINESS:

- 1) **19-904 -- Third Reading --** Authorizing The Execution And Delivery Of An Infrastructure Credit Agreement To Provide For Infrastructure Credits To A Company Identified For The Time Being As Project Batch; And Other Related Matters.
- 2) **19-905 -- Third Reading --** Amending The Master Agreement Governing The Sumter-Lee Industrial Park Dated December 31, 2012, Between Lee County, South Carolina And Sumter County, South Carolina So As To Expand The Boundaries Of The Park To Include Certain Property Owned And/Or Operated By A Company Identified For The Time Being As Project Batch; And Other Related Matters.

10. COMMITTEE REPORTS:

- 1) **Public Safety Committee** Meeting To Be Held At 5:15 p.m. On Tuesday, March 26, 2019, In County Council's Conference Room. **(Sumpter, Baten, and Byrd)**
- 2) Fiscal, Tax, And Property Committee Meeting To Be Held At 5:30 p.m. On Tuesday, March 26, 2019, In County Council's Conference Room. **(McCain, Edens, and McGhaney)**
- 3) **Report From Council Members** On Other Meetings, Trainings, And/Or Conferences; And Any Other Council Comments.

11. MONTHLY REPORTS:

- 1) Shrimp Feast
- 2) Chamber of Commerce Annual Gala
- 3) Sumter Inspire Festival
- 4) Festival On The Avenue 2019
- 5) Grand Opening Of Sumter County EMS Frierson Road Station

12. COUNTY ADMINISTRATOR’S REPORT:

13. PUBLIC COMMENT:

14. ADJOURNMENT:

In compliance with ADA/Section 504, Sumter County Is Prepared To Make Accommodations For Individuals Needing Assistance To Participate In Our Programs, Services, Or Activities.

Pursuant to the Freedom of Information Act, notice of the meeting, date, time, place of meeting and agenda was posted on the bulletin board at the County Administrative Office, 13 East Canal Street, Sumter, SC and the Sumter County website www.sumtercountysc.org under Our Council Agenda/Minutes. In addition, the agenda electronically sent to newspapers, radio stations, television, and concerned citizens



Sumter City-County

Planning Department

DERON L. MCCORMICK
GARY M. MIXON
CITY MANAGER
ADMINISTRATOR

GEORGE K. MCGREGOR
PLANNING DIRECTOR

COUNTY

MEMORANDUM

TO: Mary Blanding, Clerk to County Council

FROM: George K. McGregor, AICP, Planning Director

DATE: March 22, 2019

SUBJECT: COUNTY COUNCIL AGENDA – MARCH 26, 2019

The Sumter City-County Planning Commission will have the following land use item(s) for review at County Council on Tuesday, March 26, 2019:

SECOND READING / PUBLIC HEARING

RZ-19-01, 4980-4984 Cane Savannah Rd. (County)

Request to rezone a +/- 5.0 acre parcel located at 4980-4984 Cane Savannah Rd. from Agricultural Conservation (AC) to General Commercial (GC) or in the alternative, General Residential (GR). The property is represented by Tax Map # 157-00-04-001.

OA-19-02, Outdoor Pistol, Rifle, or Skeet Ranges in HI District (County)

Amend Article 3 Section 3.1.4: Heavy Industrial District (Special Exception), Exhibit 5: Permitted and Conditional Uses in the Commercial Industrial, Agricultural, and Conservation Districts, and Article 5 Section 5.b.3.f: Special Design Review Criteria (Outdoor Pistol, Rifle or Skeet Range) of the Sumter County Zoning & Development Standards Ordinance in order to include the Outdoor Pistol, Rifle or Skeet Range (SIC Code 7999) use as a special exception in the Heavy Industrial (HI) zoning district.

If you have any questions or need additional information, please contact me at (803) 774-1660.

Sumter County Council

March 26, 2019

Second Reading / Public Hearing

Planning Commission Staff Report

RZ-19-01, 4980 – 4984 Cane Savannah Rd. (County)

I. THE REQUEST

Applicant:	Charles Smith
Status of the Applicant:	Property Owner
Request:	A request to rezone 5.0 acres from Agricultural Conservation (AC) to General Commercial (GC) or in the alternative, General Residential (GR).
Location:	4980 – 4984 Cane Savannah Rd.
Size of Property:	5.0 acres
Present Use/Zoning:	Oak Grove Mobile Home Park / AC
Proposed Use of Property:	Continuation of mobile home park use
Tax Map Reference:	157-00-04-001
Adjacent Property Land Use and Zoning:	North – SF Res/ AC South – SF Res/ AC East – SF Res / AC West – SF Res / AC

II. BACKGROUND

This request is to rezone a 5 acre parcel from Agricultural Conservation (AC) to General Commercial (GC) or to General Residential (GR). Both of which would allow for the continuation of the mobile home park use on the property.

As shown on the graphic to the right, the property is located on Cane Savannah Rd., near the intersection of Cane Savannah Rd. and McLaurin Rd.



Within a larger context, the subject property is located in the eastern portion of the county and is located between Shaw AFB and Poinsett Electronic Combat Range.

All property adjacent to the site is within the AC zoning district and is being used for single family residential zoning purposes.

The site is the location of the Oak Grove Mobile Home Park, a 10-lot mobile home park that has been less than 50% occupied for more than six months. Mobile home parks are not permitted within the AC district, and the use of this site is non-conforming and subject to the provisions of Article 6 – Non-Conforming Zoning Uses and Sites within the *Sumter County – Zoning and Development Standards Ordinance*.

Section 6.c.3. Loss of Legal Nonconforming Status (Mobile Home Parks) states:

“A nonconforming mobile home park must be discontinued when 50% or more of the homes in the park become uninhabitable as determined by the Sumter Building Official or remain vacant for a period of six months or longer. Resumption of the use of the property as a mobile home park may be permitted if the use is permitted in the then-current district and conforms to Development Standards for mobile home parks.”

According to Sumter County Tax Assessor’s records, four (4) of the ten (10) lots within the park are currently on the tax records. The last mobile home moving permit was issued in May of 2018 and no replacement mobile home installation permits have been issued since this time. Therefore, the subject property has exceeded a 50% vacancy for a time period of over six months. Based on Ordinance thresholds, the mobile home park has been discontinued and no new or replacement mobile home installation permits can be issued. As such, the existing four (4) mobile homes on site cannot be replaced with new mobile homes. The applicant is requesting this rezoning in order to allow for the mobile home park to be legally reestablished.

The only two zoning districts within the county that allow for mobile home parks are the General Commercial (GC) zoning district and the General Residential (GR) zoning district. In both of these zoning districts, mobile home parks are conditional uses.

The purpose of the GC district is to accommodate the broadest possible range of commercial uses, determined principally by market conditions, while protecting the environment from potentially objectionable uses. The purpose of the GR district is to accommodate higher density residential development and a variety of housing types on small lots.

Traffic Review

Cane Savannah Rd. is a state maintained major collector road with a 2017 annual average daily trip (AADT) count of 4,500 near the subject property.

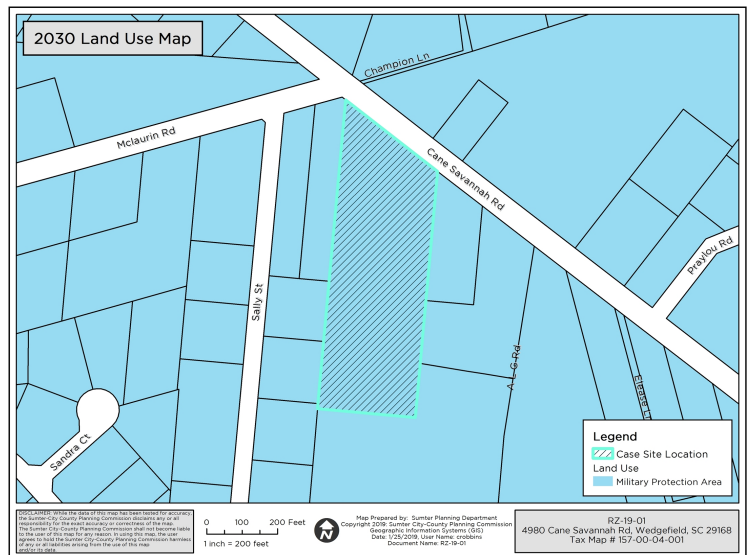
Infrastructure Review

The subject property is served by private septic tanks and water connections. The historic use of the property is a 10 lot mobile home park. Water and sewer infrastructure is in place on the site for all 10 mobile home sites.

III. COMPATIBILITY WITH THE 2030 COMPREHENSIVE PLAN

The area subject to this rezoning request is located in the Military Protection Planning Area. The intent of this designation is to protect Shaw Air Force Base and Poinsett Electronic Combat Range from encroachment of incompatible land uses and to reduce the accident and noise potential to citizens in areas adjacent to these two critical military installations.

Military Protection Planning Area policies most applicable to this rezoning request are as follows:



- The City and County support commercial, agricultural, and industrial development in this area of a type which significantly limits the concentration of people.
- The City and County support very low-density residential uses of one acre or more on private well and septic tank only. Public sewer infrastructure will not be extended to the Military Protection Area for residential uses.
- Existing residential zoning districts which are in clear conflict with the policies will be reviewed for potential rezoning implementation.
- All new housing stock is expected to meet noise reduction and attenuation standards. The City and County will consider zoning amendments to restrict or prohibit the placement or replacement of mobile or manufactures in this planning area.

IV. STAFF RECOMMENDATION

Staff does not recommend approval of this request based on adopted 2030 Comprehensive Plan Policies. The subject property is located squarely within the Military Protection Planning Area. As stated above, the intent of this designation is to protect Shaw Air Force Base and Poinsett Electronic Combat Range from encroachment of incompatible land uses and to reduce the accident and noise potential to citizens in areas adjacent to these two critical military installations.

According to applicable policies, the County supports very low-density residential uses of one acre or more and supports commercial, agricultural, and industrial development which will significantly limit the concentration of people in areas with the Military Planning designation.

Rezoning the property, either to GC or GR, will have the potential to create residential densities on the property greater than what is supported by the 2030 Comprehensive Plan.

If the Planning Commission wished to forward a favorable recommendation for this request, staff recommends that the GC zoning district is more favorable than the GR zoning district based on applicable 2030 Comprehensive Plan policies.

VI. DRAFT MOTION

- 1) I move that the Planning Commission recommend approval of RZ-19-01, request to rezone +/- 5 acres from Agricultural Conservation (AC) to General Commercial (GC).
- 2) I move that the Planning Commission recommend denial of RZ-19-01, request to rezone +/- 5 acres from Agricultural Conservation (AC) to General Commercial (GC).
- 3) I move an alternate motion.

VII. PLANNING COMMISSION – FEBRUARY 27, 2019

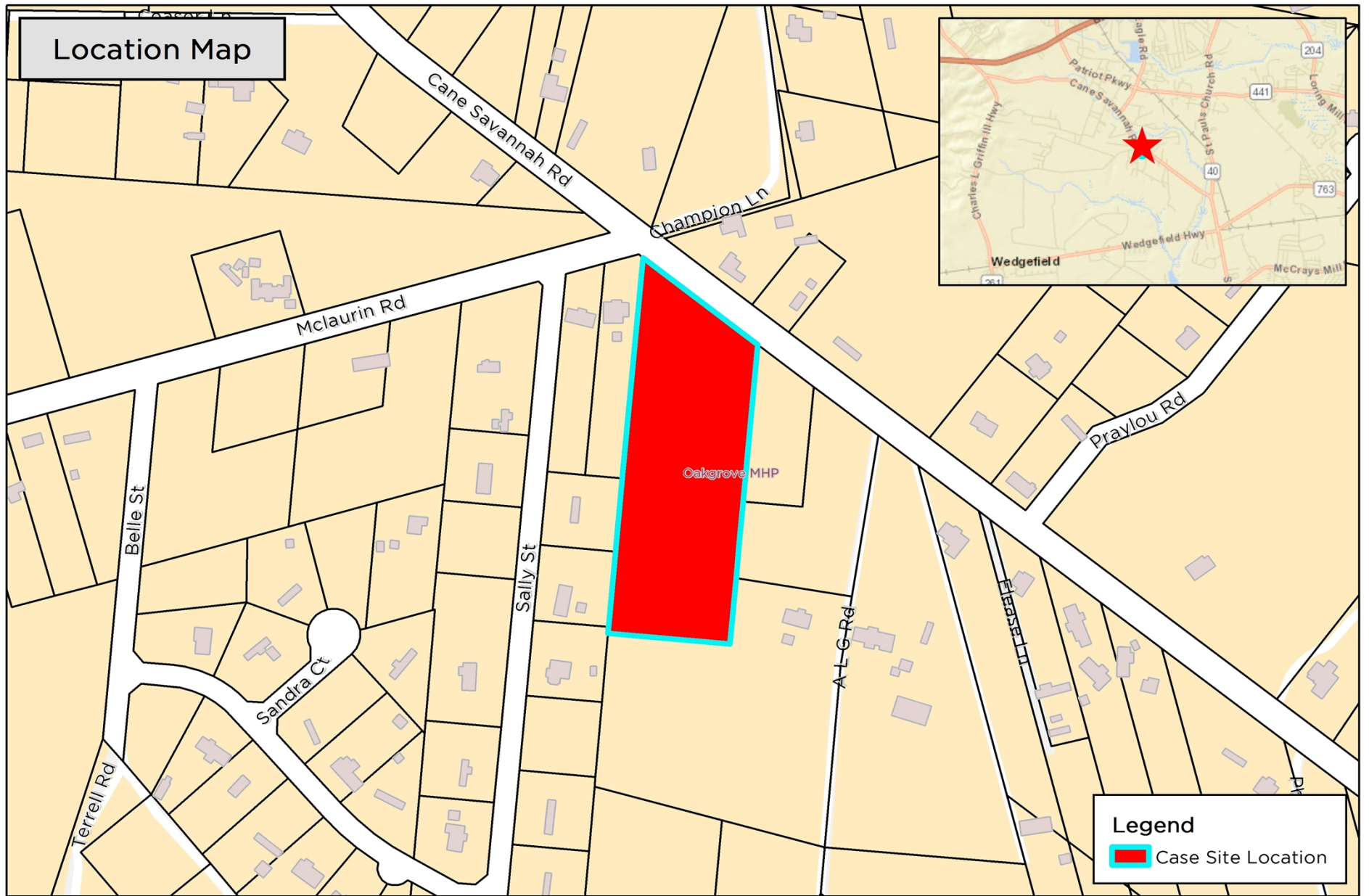
The Sumter City-County Planning Commission at its meeting on Wednesday, February 27, 2019, voted to recommend approval for this request to rezone the property to General Commercial (GC).

VIII. COUNTY COUNCIL – MARCH 12, 2019 – FIRST READING

The Sumter County Council at its meeting on Tuesday, March 12, 2019, gave First Reading approval to rezone the property to General Commercial (GC).

IX. COUNTY COUNCIL – MARCH 26, 2019 – SECOND READING/PUBLIC HEARING

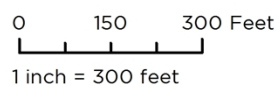
Location Map



Legend

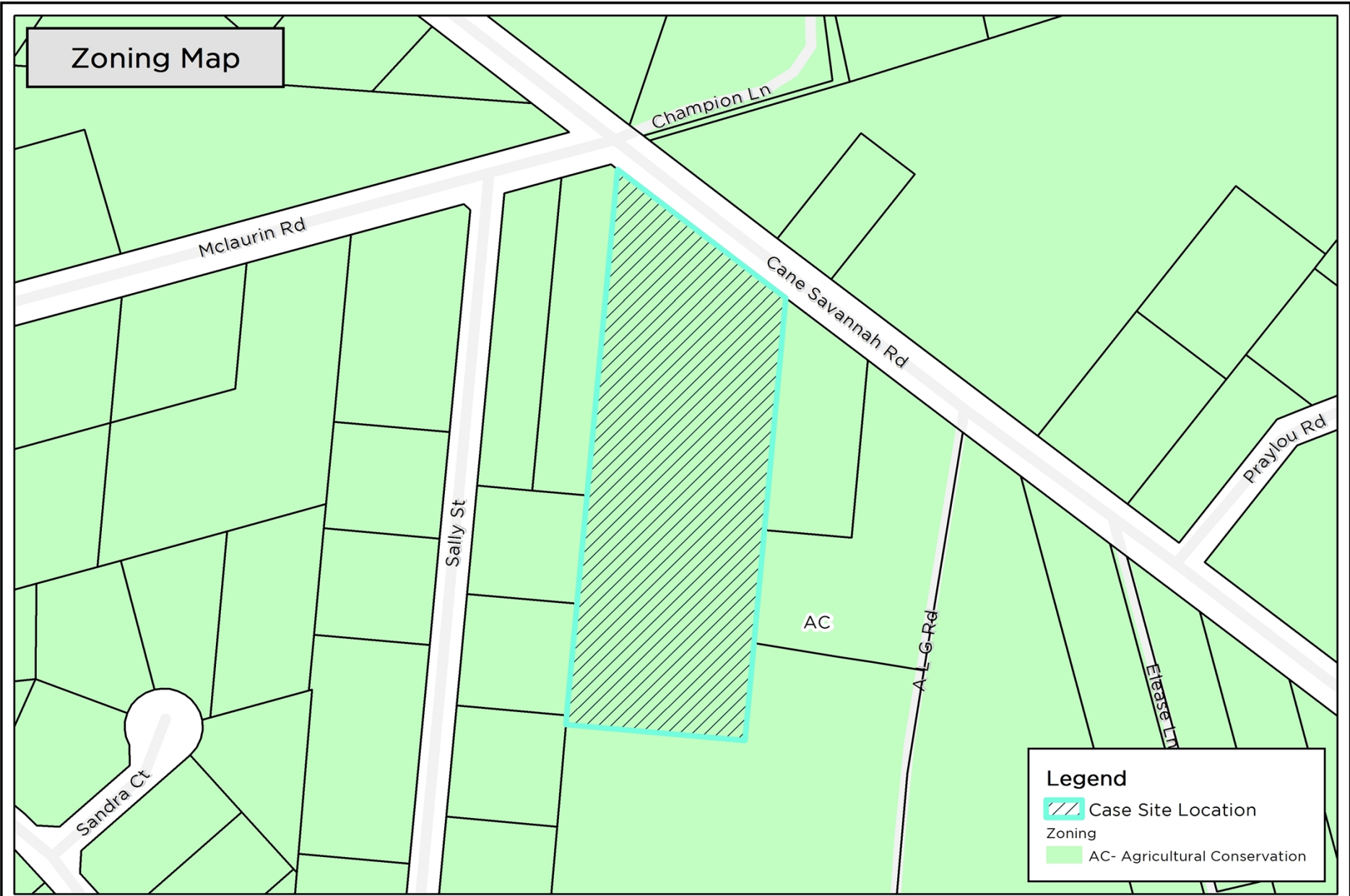
Case Site Location

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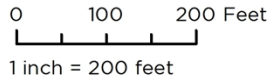


Map Prepared by: Sumter Planning Department
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 Geographic Information Systems (GIS)
 Date: 1/16/2019, User Name: crobbins
 Document Name: CaseMapTemplate 8.5x11 (Landscape)

RZ-19-01
 4980 Cane Savannah Rd, Wedgefield, SC 29168
 Tax Map #157-00-04-001



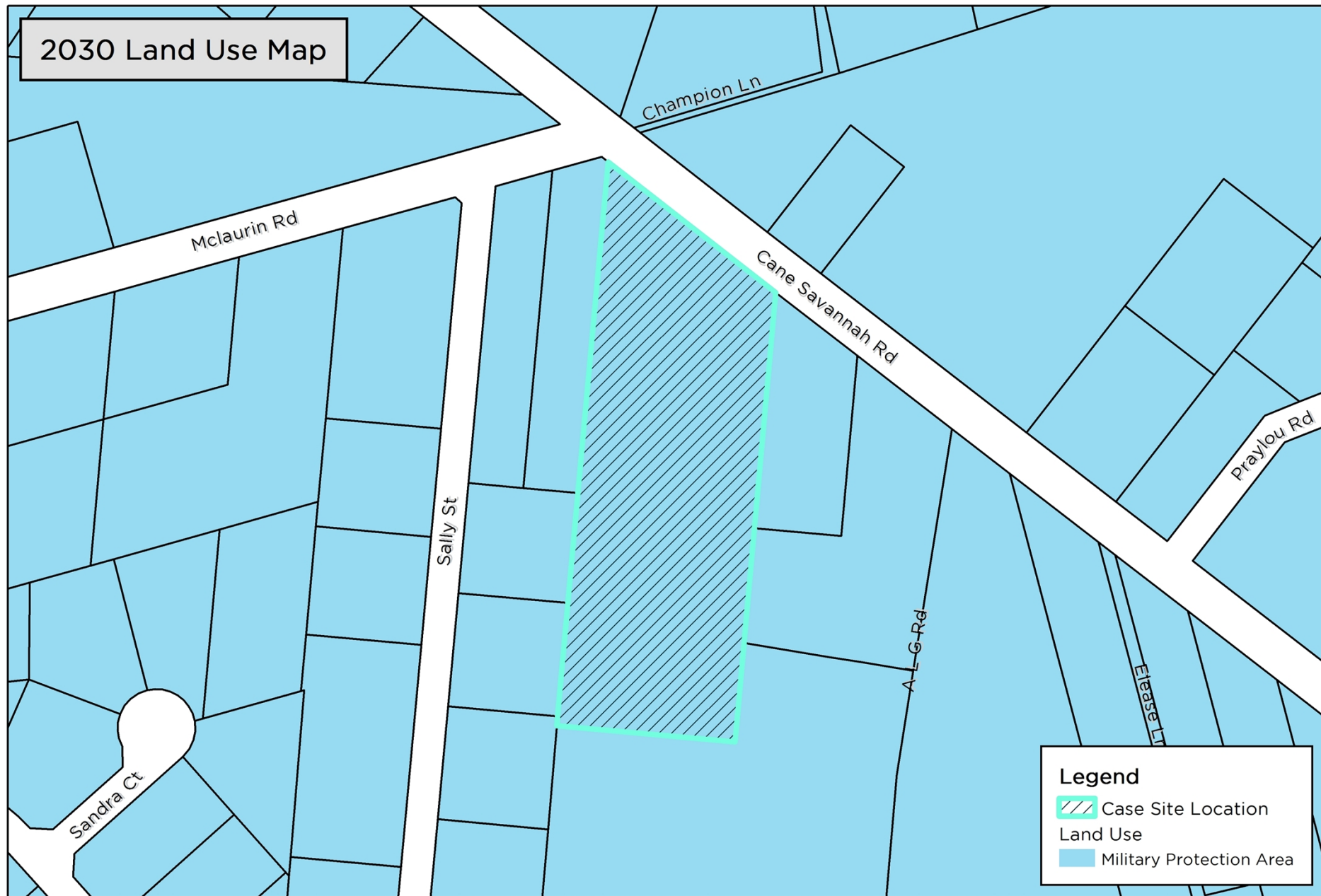
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 Date: 1/25/2019, User Name: crobbins
 Document Name: RZ-19-01

RZ-19-01
 4980 Cane Savannah Rd, Wedgefield, SC 29168
 Tax Map # 157-00-04-001

2030 Land Use Map



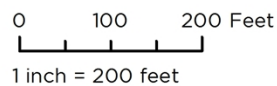
Legend

Case Site Location

Land Use

Military Protection Area

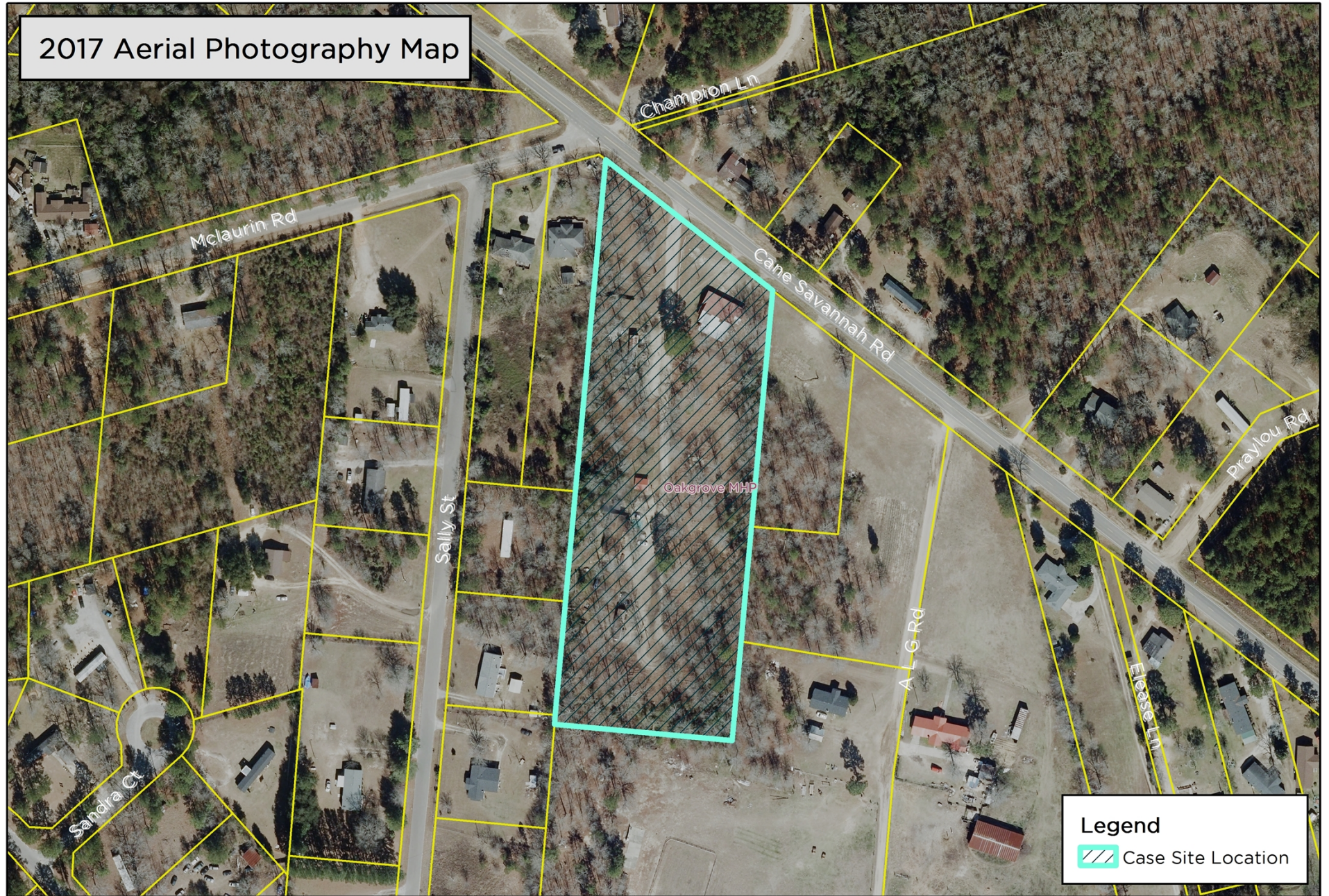
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Document Name: RZ-19-01

RZ-19-01
4980 Cane Savannah Rd, Wedgefield, SC 29168
Tax Map # 157-00-04-001

2017 Aerial Photography Map



Legend

 Case Site Location

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0 100 200 Feet
1 inch = 200 feet



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Date: 1/25/2019, User Name: crobbins
Document Name: RZ-19-01

RZ-19-01
4980 Cane Savannah Rd, Wedgefield, SC 29168
Tax Map # 157-00-04-001

Sumter County Council

March 26, 2019

Second Reading / Public Hearing

Planning Commission Staff Report

OA-19-02, Outdoor Pistol, Rifle or Skeet Ranges in the Heavy Industrial (HI) District (County)

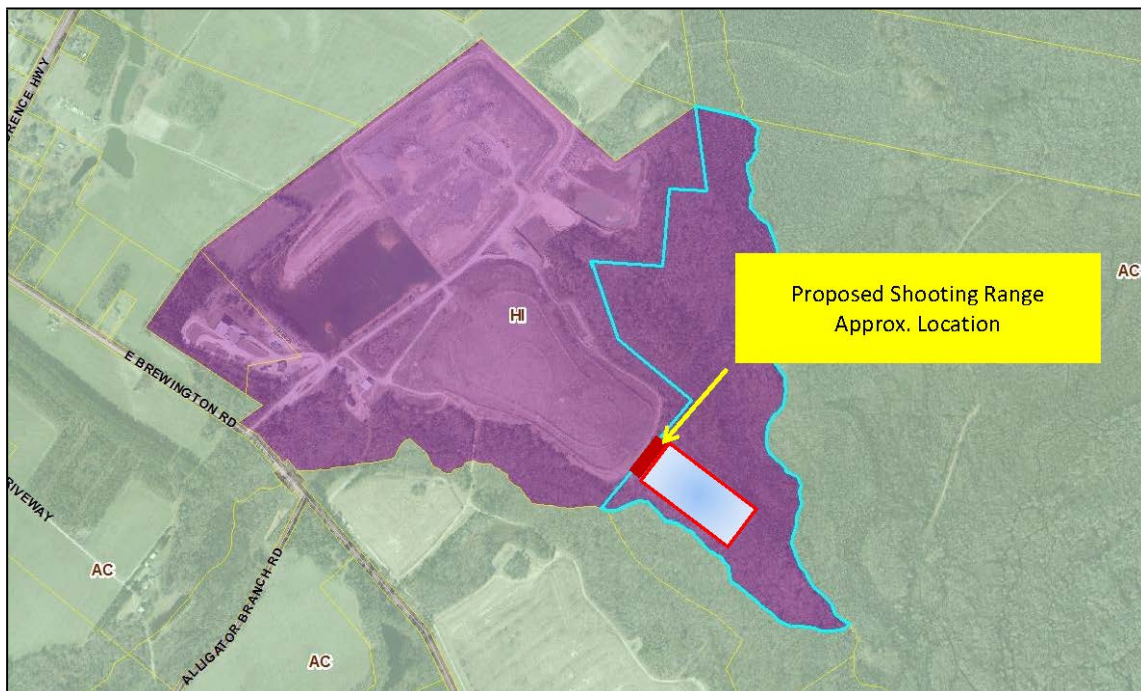
I. THE REQUEST

Applicant: Sumter County Sheriff's Office

Request: Amend Article 3 Section 3.1.4: Heavy Industrial District (Special Exception) and Exhibit 5: Permitted and Conditional Uses in the Commercial Industrial, Agricultural, and Conservation Districts of the *Sumter County Zoning & Development Standards Ordinance* in order to include the Outdoor Pistol, Rifle or Skeet Range (SIC Code 7999) use as a special exception in the Heavy Industrial (HI) zoning district.

II. BACKGROUND

The applicant for this text amendment request is the Sumter County Sheriff's Office. The Sheriff's Office desires to construct an outdoor shooting range on property owned by Sumter County at 2185 E. Brewington Rd. This property is within the Heavy Industrial (HI) zoning district, as shown in the graphic below.



Per *Article 3: Section 3.1.1 – Purpose (HI District)*, the intent of this district is to concentrate heavy industrial uses in areas where they will flourish without adversely affecting adjacent less intensive uses, and to preserve prime industrial lands for future industrial development. Toward these ends, residential development is not permitted, nor is the establishment of this district on other than a major road or highway.

Outdoor shooting ranges are not permitted in the HI district. Within the *Sumter County – Zoning & Development Standards Ordinance*, this use is included under the larger classification of Amusements & Recreation (Not Classified) SIC Code 7999. Currently, outdoor shooting ranges could be approved via special exception within the Neighborhood Commercial (NC), Limited Commercial (LC), General Commercial (GC), Light Industrial-Warehouse (LI-W), Mixed-Use Industrial (MUI), and Agricultural Conservation (AC) zoning districts.

The request is to amend the text of the Ordinance to allow outdoor pistol, rifle or skeet range uses in the HI zoning district as a special exception use.

Special exception uses are evaluated and ultimately approved or denied by the Sumter City-County Board of Zoning Appeals (BZA) on the basis of the following criteria:

- The use complies with all applicable development standards contained elsewhere in the Sumter County Zoning & Development Standards Ordinance, including landscaping and buffer yards, off-street parking, and dimensional requirements.
- The use will be in substantial harmony with the area in which it is located.
- The use will not discourage or negate the use of surrounding property for uses(s) permitted by right.
- In granting a special exception, the BZA may impose additional stipulations, conditions, or safeguards as, in its judgment, will enhance the siting of the special exception.

In addition to the standard evaluation criteria for special exceptions referenced above, *Article 5 Section 5.b.3.f – Special Design Review Criteria* outlines the following standards that are applicable to this specific use:

Section 5.b.3.f - Outdoor Pistol, Rifle or Skeet Range

- *The site shall not be located within one thousand (1,000 ft) feet (measured in a straight line) from any residential use, nor within two thousand five hundred (2,500 ft) feet (measured in a straight line) at and between a 45 degree angle on either side of the direction of fire, of any residential use on the down range side of said use.*
- *The site shall be oriented away from habitable areas.*

Special exception uses involve a staff review and recommendation to the BZA, written notification to property owners within 500 ft. of the property subject to the request, publication

of a meeting notice in the newspaper, public hearing notice(s) posted on the property, and a formal public hearing.

Proposed Text Amendment

A strike-through of the proposed text amendments are attached as “Attachment #1”. The proposed amendments would impact the following sections:

1. Amend Article 3: Section 3.1.4 – Special Exception (Heavy Industrial District) to include Outdoor Rifle, Pistol or Skeet Range (SIC Code 7999) as a use subject to special exception approval.
2. Amend Article 3: Exhibit 5 – Permitted and Conditional Uses in the Commercial, Industrial, Agricultural, and Conservation Districts to specifically list Outdoor Rifle, Pistol or Skeet Range (SIC Code 7999) on Exhibit 5 (as opposed to being grouped within a larger SIC Code category) and to allow this use via special exception approval in the HI zoning district and all other zoning districts where currently permitted via special exception approval.

III. STAFF RECOMMENDATION

Staff recommends approval of this request.

V. PLANNING COMMISSION – FEBRUARY 27, 2019

The Sumter City-County Planning Commission at its meeting on Wednesday, February 27, 2019, voted to recommend approval of this request.

VI. COUNTY COUNCIL – MARCH 12, 2019 – FIRST READING

The Sumter County Council at its meeting on Tuesday, March 12, 2019, gave First Reading approval for this request.

VII. COUNTY COUNCIL – MARCH 26, 2019 – SECOND READING/PUBLIC HEARING

INFRASTRUCTURE CREDIT AGREEMENT

by and between

SUMTER COUNTY, SOUTH CAROLINA

and

PROJECT BATCH

Effective as of: _____, 2019

INFRASTRUCTURE CREDIT AGREEMENT

This INFRASTRUCTURE CREDIT AGREEMENT, effective as of _____, 2019 (“Agreement”), is by and between SUMTER COUNTY, SOUTH CAROLINA, a body politic and corporate, and a political subdivision of the State of South Carolina (“County”), and a corporation identified for the time being as PROJECT BATCH (“Company” together with the County, “Parties,” each, a “Party”).

WITNESSETH:

WHEREAS, the County, acting by and through its County Council (“County Council”), is authorized and empowered under and pursuant to the provisions of Article VIII, Section 13(D) of the South Carolina Constitution and the provisions of Title 4, Chapter 1 of the Code of Laws of South Carolina, 1976, as amended (collectively, “Act”), to (i) develop multicounty parks with counties having contiguous borders with the County; and (ii) include property in the multicounty park, which inclusion under the terms of the Act (A) makes such property exempt from *ad valorem* property taxes, and (B) changes the character of the annual receipts from such property to fees-in-lieu of *ad valorem* property taxes in an amount equal to the *ad valorem* taxes that would have been due and payable but for the location of the property in such multicounty park (“Fee Payments”);

WHEREAS, the County is further authorized by Section 4-1-175 of the Act to grant credits against Fee Payments (“Infrastructure Credit”) 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 and personal property used in the operation of a commercial enterprise or manufacturing facility (collectively, “Infrastructure”); and

WHEREAS, pursuant to the authority provided in the Act, the County has developed with Lee County, South Carolina, the Sumter-Lee Industrial Park (“Park”) and executed the “Master Agreement Governing the Sumter-Lee Industrial Park” dated December 31, 2012 (“Park Agreement”), which governs the operation of the Park; and

WHEREAS, the Company has committed to establish a manufacturing facility in the County (“Project”) on property more particularly identified by Exhibit A (“Land”), consisting of taxable investment in real and personal property of not less than \$4,000,000 and the creation of not less than 120 new, full-time jobs in the County; and

WHEREAS, the Company has elected to take advantage of the 5 year County property tax abatement allowed pursuant to State law, and the amount of Infrastructure Credits allowed pursuant to the terms of this Agreement takes into account the Company’s election to take the 5-year abatement;

WHEREAS, by an ordinance enacted on _____, 2019 (“Park Ordinance”), the County authorized the expansion of the boundaries of the Park and an amendment to the Park Agreement to include the Land and other real and personal property relating to the Project (“Property”) in the Park; and

WHEREAS, by an ordinance enacted on _____, 2019 (“Incentive Ordinance”), the County further authorized the execution and delivery of this Agreement to provide Infrastructure Credits against the Company’s Fee Payments with respect to the Project for the purpose of assisting in paying the costs of certain Infrastructure, subject to the terms and conditions below.

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

ARTICLE I REPRESENTATIONS

Section 1.1. *Representations by the County.* The County represents to the Company as follows:

- (a) The County is a body politic and corporate and a political subdivision of the State of South Carolina;
- (b) The County is authorized and empowered by the provisions of the Act to enter into and carry out its obligations under this Agreement;
- (c) The County has duly authorized and approved the execution and delivery of this Agreement by adoption of the Incentive Ordinance in accordance with the procedural requirements of the Act and any other applicable state law;
- (d) To the County's knowledge, the County is not in default of any of its obligations (contractual or otherwise) as a result of entering into and performing its obligations under this Agreement;
- (e) The County has approved the inclusion of the Property in the Park; and
- (f) Based solely on representations made by the Company to the County, the County has determined the Project and the Infrastructure will enhance the economic development of the County. Therefore, the County is entering into this Agreement for the purpose of promoting the economic development of the County.

Section 1.2. *Representations and Covenants by the Company.* The Company represents and covenants to the County as follows:

- (a) The Company is in good standing under the laws of the State of South Carolina, has power to conduct business in the State of South Carolina and enter into this Agreement, and by proper company action has authorized the officials signing this Agreement to execute and deliver it;
- (b) The Company will use commercially reasonable efforts to achieve the Investment Commitment and the Jobs Commitment, each as defined below, at the Project; and
- (c) The Company's execution and delivery of this Agreement, and its compliance with the provisions of this Agreement do not result in a default under any agreement or instrument to which the Company is now a party or by which it is bound.

ARTICLE II INFRASTRUCTURE CREDITS

Section 2.1. *Company Commitments.*

- (a) The Company shall invest not less than \$4,000,000 in taxable property at the Project ("Investment Commitment") by the Certification Date, as defined below. The Company shall certify to the County achievement of the Investment Commitment by no later than December 31, 2023 ("Certification Date"), by providing documentation to the County sufficient to reflect achievement of the Investment Commitment. If the Company fails to achieve and certify the Investment Commitment by the Certification Date, the County may terminate this Agreement and, on termination, the Company is no longer entitled to any further benefits under this Agreement.

(b) The Company shall create 120 new, full-time jobs in the County (“Jobs Commitment”) by the Certification Date. The Company shall certify to the County achievement of the Jobs Commitment by providing documentation to the County sufficient to reflect achievement of the Jobs Commitment on or before the Certification Date. If the Company fails to achieve and certify the Jobs Commitment by the Certification Date, the County may terminate this Agreement and, on termination, the Company is no longer entitled to any further benefits under this Agreement.

Section 2.2. Infrastructure Credits.

(a) To assist in paying for costs of Infrastructure, the County shall provide an Infrastructure Credit against certain of the Company’s Fee Payments due with respect to the Project. The term, amount and calculation of the Infrastructure Credit is described in Exhibit B.

(b) For each property tax year in which the Company is entitled to an Infrastructure Credit (“Credit Term”), the County shall prepare and issue the Company’s annual bill with respect to the Project net of the Infrastructure Credit set forth in Section 2.2 (a) (“Net Fee Payment”). Following receipt of the bill, the Company shall timely remit the Net Fee Payment to the County in accordance with applicable law.

(c) THIS AGREEMENT AND THE INFRASTRUCTURE CREDITS PROVIDED BY THIS AGREEMENT ARE LIMITED OBLIGATIONS OF THE COUNTY. THE INFRASTRUCTURE CREDITS ARE DERIVED SOLELY FROM AND TO THE EXTENT OF THE FEE PAYMENTS MADE BY THE COMPANY TO THE COUNTY PURSUANT TO THE ACT AND THE PARK AGREEMENT. THE INFRASTRUCTURE CREDITS DO NOT AND SHALL NOT CONSTITUTE A GENERAL OBLIGATION OF THE COUNTY OR ANY MUNICIPALITY WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY LIMITATION AND DO NOT AND SHALL NOT CONSTITUTE OR GIVE RISE TO A PECUNIARY LIABILITY OF THE COUNTY OR ANY MUNICIPALITY OR A CHARGE AGAINST THE GENERAL CREDIT OR TAXING POWER OF THE COUNTY OR ANY MUNICIPALITY. THE FULL FAITH, CREDIT, AND TAXING POWER OF THE COUNTY OR ANY MUNICIPALITY ARE NOT PLEDGED FOR THE PROVISION OF THE INFRASTRUCTURE CREDITS.

Section 2.3. Clawback. If the Company fails to meet the Investment Commitment or the Jobs Commitment by the Certification Date, the Company shall repay a portion of the Infrastructure Credits received. The portion of the Infrastructure Credit to be repaid (“Repayment Amount”) is based on the amount by which the Company failed to achieve the Investment Commitment or Jobs Commitment and is calculated as follows:

Repayment Amount = Total Received x Clawback Percentage

Clawback Percentage = 100% - Investment Achievement Percentage

Overall Achievement Percentage = (Investment Achievement Percentage + Jobs Achievement Percentage) / 2

Investment Achievement Percentage = Actual Investment Achieved / Investment Commitment

Jobs Achievement Percentage = Actual New, Full-Time Jobs Created / Jobs Commitment

In calculating each achievement percentage, only the investment made or new jobs achieved up to the Investment Commitment and the Jobs Commitment will be counted.

For example, and by way of example only, if the Company had received \$100,000 in Infrastructure Credits, and had invested \$3,600,000 and created 96 jobs by the Certification Date, the Repayment Amount would be calculated as follows:

$$\text{Jobs Achievement Percentage} = 96 / 120 = 80\%$$

$$\text{Investment Achievement Percentage} = \$3,600,000 / \$4,000,000 = 90\%$$

$$\text{Overall Achievement Percentage} = (80\% + 90\%) / 2 = 85\%$$

$$\text{Clawback Percentage} = 100\% - 85\% = 15\%$$

$$\text{Repayment Amount} = \$100,000 \times 15\% = \$15,000$$

The Company shall pay the portion of the Infrastructure Credit to be repaid pursuant to this Section 2.3 within 30 days of receipt of a written statement setting forth the Repayment Amount. If not timely paid, the Repayment Amount is subject to the minimum amount of interest that the law may permit with respect to delinquent *ad valorem* tax payments. The repayment obligation arising under this Section survives termination of the Agreement.

Section 2.4 Cumulative Infrastructure Credit. The cumulative dollar amount expended by the Company on Infrastructure shall equal or exceed the cumulative dollar amount of all the Infrastructure Credits received by the Company.

Section 2.5. Filings. To assist the County in administering the Infrastructure Credits, the Company shall, for the Credit Term, prepare and file a separate schedule to the SCDOR PT-100, PT-300 with respect to the Property.

ARTICLE III DEFAULTS AND REMEDIES

Section 3.1. Events of Default. The following are “Events of Default” under this Fee Agreement:

(a) Failure by the Company to make a Net Fee Payment, which failure has not been cured within 30 days following receipt of written notice from the County specifying the delinquency in payment and requesting that it be remedied;

(b) A Cessation of Operations. For purposes of this Agreement, a “Cessation of Operations” means closure of the Project or the cessation of production and shipment of products to customers for a continuous period of twelve (12) months;

(c) A representation or warranty made by the Company which is deemed materially incorrect when deemed made;

(d) Failure by the Company to perform any of the terms, conditions, obligations, or covenants under this Agreement (other than those described in Section 2.1 and under (a) above), which failure has not been cured within 30 days after written notice from the County to the Company specifying such failure and requesting that it be remedied, unless the Company has instituted corrective action within the 30-day period and is diligently pursuing corrective action until the default is corrected, in which case the 30-day period is extended to include the period during which the Company is diligently pursuing corrective action;

(e) A representation or warranty made by the County which is deemed materially incorrect when deemed made; or

(f) Failure by the County to perform any of the terms, conditions, obligations, or covenants hereunder, which failure has not been cured within 30 days after written notice from the Company to the County specifying such failure and requesting that it be remedied, unless the County has instituted corrective action within the 30-day period and is diligently pursuing corrective action until the default is corrected, in which case the 30-day period is extended to include the period during which the County is diligently pursuing corrective action.

Section 3.2. Remedies on Default.

(a) If an Event of Default by the Company has occurred and is continuing, then the County may take any one or more of the following remedial actions:

(i) terminate the Agreement; or

(ii) take whatever action at law or in equity may appear necessary or desirable to collect amounts due or otherwise remedy the Event of Default or recover its damages.

(b) If an Event of Default by the County has occurred and is continuing, the Company may take one or more of the following actions:

(i) bring an action for specific enforcement;

(ii) terminate the Agreement; or

(iii) in case of a materially incorrect representation or warranty, take such action as is appropriate, including legal action, to recover its damages, to the extent allowed by law.

Section 3.3. Reimbursement of Legal Fees and Other Expenses. On the occurrence of an Event of Default, if a Party is required to employ attorneys or incur other reasonable expenses for the collection of payments due under this Agreement or for the enforcement of performance or observance of any obligation or agreement, the prevailing Party is entitled to seek reimbursement of the reasonable fees of such attorneys and such other reasonable expenses so incurred.

Section 3.4. Remedies Not Exclusive. No remedy described in this Agreement is intended to be exclusive of any other remedy or remedies, and each and every such remedy is cumulative and in addition to every other remedy given under this Agreement or existing at law or in equity or by statute.

Section 3.5. Nonwaiver. A delay or omission by the Company or County to exercise any right or power accruing on an Event of Default does not waive such right or power and is not deemed to be a waiver or acquiescence of the Event of Default. Every power and remedy given to the Company or County by this Agreement may be exercised from time to time and as often as may be deemed expedient.

ARTICLE IV MISCELLANEOUS

Section 4.1. Examination of Records; Confidentiality.

(a) The County and its authorized agents, at any reasonable time on prior notice, may enter and examine the Project and have access to and examine the Company's books and records relating to the Project for the purposes of (i) identifying the Project; (ii) confirming achievement of the Investment Commitment or Jobs Commitment; and (iii) permitting the County to carry out its duties and obligations in its sovereign capacity (such as, without limitation, for such routine health and safety purposes as would be applied to any other manufacturing or commercial facility in the County).

(b) The County acknowledges that the Company may utilize confidential and proprietary processes and materials, services, equipment, trade secrets, and techniques ("Confidential Information") and that disclosure of the Confidential Information could result in substantial economic harm to the Company. The Company may clearly label any Confidential Information delivered to the County pursuant to this Agreement as "Confidential Information." Except as required by law, the County, or any employee, agent, or contractor of the County, shall not disclose or otherwise divulge any labeled Confidential Information to any other person, firm, governmental body or agency. The Company acknowledges that the County is subject to the South Carolina Freedom of Information Act, and, as a result, must disclose certain documents and information on request, absent an exemption. If the County is required to disclose any Confidential Information to a third party, the County will use its best efforts to provide the Company with as much advance notice as is reasonably possible of such disclosure requirement prior to making such disclosure and to cooperate reasonably with any attempts by the Company to obtain judicial or other relief from such disclosure requirement.

Section 4.2. Assignment. The Company may assign or otherwise transfer any of its rights and interest in this Agreement on prior written consent of the County, which may be given by resolution, and which consent will not be unreasonably withheld. Notwithstanding the preceding sentence, the County preauthorizes and consents to an assignment by the Company of its rights and interest in this Agreement to an "Affiliate" of the Company so long as the Company provides 30 days' prior written notice of the assignment to the County, and the Affiliate agrees in a signed writing, a copy of which shall be delivered to the County, to assume all duties and obligations of the Company hereunder. An "Affiliate" of the Company shall mean any entity that controls, is controlled by, or is under common control with the Company.

Section 4.3. Provisions of Agreement for Sole Benefit of County and Company. Except as otherwise specifically provided in this Agreement, nothing in this Agreement expressed or implied confers on any person or entity 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 4.4. Severability. If any provision of this Agreement is declared illegal, invalid, or unenforceable for any reason, the remaining provisions of this Agreement are unimpaired, and the Parties shall reform such illegal, invalid, or unenforceable provision to effectuate most closely the legal, valid, and enforceable intent of this Agreement.

Section 4.5. Limitation of Liability.

(a) The County is not liable to the Company for any costs, expenses, losses, damages, claims or actions in connection with this Agreement, except from amounts received by the County from the Company under this Agreement.

(b) All covenants, stipulations, promises, agreements and obligations of the County contained in this Agreement are binding on members of the County Council or any elected official, officer, agent, servant or employee of the County only in his or her official capacity and not in his or her individual

capacity, and no recourse for the payment of any moneys or performance of any of the covenants and agreements under this Agreement or for any claims based on this Agreement may be had against any member of County Council or any elected official, officer, agent, servant or employee of the County except solely in their official capacity.

Section 4.6. *Indemnification Covenant.*

(a) Except as provided in paragraph (d) below, the Company shall indemnify and save the County, its employees, elected officials, officers and agents (each, an “Indemnified Party”) harmless against and from all liability or claims arising from the County’s execution of this Agreement, performance of the County’s obligations under this Agreement or the administration of its duties pursuant to this Agreement, or otherwise by virtue of the County having entered into this Agreement.

(b) The County is entitled to use counsel of its choice and the Company shall reimburse the County for all of its costs, including attorneys’ fees, incurred in connection with the response to or defense against such liability or claims as described in paragraph (a) above. The County shall provide a statement of the costs incurred in the response or defense, and the Company shall pay the County within 30 days of receipt of the statement. The Company may request reasonable documentation evidencing the costs shown on the statement. However, the County is not required to provide any documentation which may be privileged or confidential to evidence the costs.

(c) The County may request the Company to resist or defend against any claim on behalf of an Indemnified Party. On such request, the Company shall resist or defend against such claim on behalf of the Indemnified Party, at the Company’s expense. The Company is entitled to use counsel of its choice, manage and control the defense of or response to such claim for the Indemnified Party; provided the Company is not entitled to settle any such claim without the consent of that Indemnified Party.

(d) Notwithstanding anything herein to the contrary, the Company is not required to indemnify any Indemnified Party against or reimburse the County for costs arising from any claim or liability (i) occasioned by the acts of that Indemnified Party, which are unrelated to the execution of this Agreement, performance of the County’s obligations under this Agreement, or the administration of its duties under this Agreement, or otherwise by virtue of the County having entered into this Agreement; or (ii) resulting from that Indemnified Party’s own negligence, bad faith, fraud, deceit, or willful misconduct.

(e) An Indemnified Party may not avail itself of the indemnification or reimbursement of costs provided in this Section unless it provides the Company with prompt notice, reasonable under the circumstances, of the existence or threat of any claim or liability, including, without limitation, copies of any citations, orders, fines, charges, remediation requests, or other claims or threats of claims, in order to afford the Company notice, reasonable under the circumstances, within which to defend or otherwise respond to a claim.

Section 4.7. *Notices.* All notices, certificates, requests, or other communications under this Agreement are sufficiently given and are deemed given, unless otherwise required by this Agreement, when (i) delivered and confirmed by United States first-class, registered mail, postage prepaid or (ii) sent by facsimile, and addressed as follows:

if to the County:

Sumter County, South Carolina
Attn: County Administrator
13 E. Canal Street
Sumter, South Carolina 29150
Phone: 803.436.2102

Fax: 803.436.2108

with a copy to
(does not constitute notice):

Parker Poe Adams & Bernstein LLP
Attn: Ray E. Jones
1221 Main Street, Suite 1100 (29201)
Post Office Box 1509
Columbia, South Carolina 29202
Phone: 803.255.8000
Fax: 803.255.8017

if to the Company:

Project Batch

Phone: _____
Fax: _____

with a copy to
(does not constitute notice):

Haynsworth Sinkler Boyd P.A.
Attn: Will R. Johnson
1201 Main Street, Suite 2200 (29201)
Post Office Box 11889
Columbia, South Carolina 29211-1889
Phone: 803.540.7945
Fax: 803.765.1243

The County and the Company may, by notice given under this Section, designate any further or different addresses to which subsequent notices, certificates, requests or other communications shall be sent.

Section 4.8. *Administrative Fees.* The Company will reimburse, or cause reimbursement to, the County for the Administration Expenses based on actual costs incurred in the amount of up to \$5,000. The Company will reimburse the County for its Administration Expenses on receipt of a written request from the County or at the County's direction, which request shall include a statement of the amount and nature of the Administration Expense. The Company shall pay the Administration Expenses as set forth in the written request no later than 60 days following receipt of the written request from the County. For purposes of this Section, "Administration Expenses" means the reasonable expenses incurred by the County in the negotiation, approval and implementation of the terms and provisions of this Agreement, including reasonable attorneys' fees. Administration Expenses do not include any costs, expenses, including attorneys' fees, incurred by the County (i) in defending challenges to the Fee Payments or Infrastructure Credits brought by third parties or the Company or its affiliates and related entities, or (ii) in connection with matters arising at the request of the Company outside of the immediate scope of this Agreement, including amendments to the terms of this Agreement. The payment by the Company of the County's Administration Expenses shall not be construed as prohibiting the County from engaging, at its discretion, the counsel of the County's choice.

Section 4.9. *Entire Agreement.* This Agreement expresses the entire understanding and all agreements of the Parties with each other, and neither Party is bound by any agreement or any representation to the other Party which is not expressly set forth in this Agreement or in certificates delivered in connection with the execution and delivery of this Agreement.

Section 4.10 *Agreement to Sign Other Documents.* From time to time, and at the expense of the Company, to the extent any expense is incurred, the County agrees to execute and deliver to the Company

such additional instruments as the Company may reasonably request and as are authorized by law and reasonably within the purposes and scope of the Act and this Agreement to effectuate the purposes of this Agreement.

Section 4.11. *Agreement's Construction.* Each Party and its counsel have reviewed this Agreement and any rule of construction to the effect that ambiguities are to be resolved against a drafting party does not apply in the interpretation of this Agreement or any amendments or exhibits to this Agreement.

Section 4.12. *Applicable Law.* South Carolina law, exclusive of its conflicts of law provisions that would refer the governance of this Agreement to the laws of another jurisdiction, governs this Agreement and all documents executed in connection with this Agreement.

Section 4.13. *Counterparts.* This Agreement may be executed in any number of counterparts, and all of the counterparts together constitute one and the same instrument.

Section 4.14. *Amendments.* This Agreement may be amended only by written agreement of the Parties.

Section 4.15. *Waiver.* Either Party may waive compliance by the other Party with any term or condition of this Agreement but the waiver is valid only if it is in a writing signed by the waiving Party.

Section 4.16. *Termination.* Unless first terminated under any other provision of this Agreement, this Agreement terminates on the expiration of the Credit Term and payment by the Company of any outstanding Net Fee Payment due on the Project pursuant to the terms of this Agreement.

Section 4.17. *Business Day.* If any action, payment, or notice is, by the terms of this Agreement, required to be taken, made, or given on any Saturday, Sunday, or legal holiday in the jurisdiction in which the Party obligated to act is situated, such action, payment, or notice may be taken, made, or given on the following business day with the same effect as if taken, made or given as required under this Agreement, and no interest will accrue in the interim.

***[TWO SIGNATURE PAGES FOLLOW]
[REMAINDER OF PAGE INTENTIONALLY BLANK]***

IN WITNESS WHEREOF, Sumter County, South Carolina, has caused this Agreement to be executed by the appropriate officials of the County and its corporate seal to be affixed and attested, effective the day and year first above written.

SUMTER COUNTY, SOUTH CAROLINA

Chair, Sumter County Council

(SEAL)
ATTEST:

Clerk to Council, Sumter County Council

/SIGNATURE PAGE 1 TO INFRASTRUCTURE CREDIT AGREEMENT/

IN WITNESS WHEREOF, Project Batch has caused this Agreement to be executed by its authorized officer(s), effective the day and year first above written.

PROJECT BATCH

By: _____

Name: _____

Its: _____

/SIGNATURE PAGE 2 TO INFRASTRUCTURE CREDIT AGREEMENT/

EXHIBIT A

LAND DESCRIPTION

Approximately 59.72 acres located at 865 Industrial Drive, TMS # 2501502001, TMS # 2501502003, and TMS # 2501502004.

EXHIBIT B

DESCRIPTION OF INFRASTRUCTURE CREDIT

<u>Tax Years</u>	<u>SSRC</u>
2019-2023	25%¹
2024-2048	43%

¹ The 25% Credit for tax years 2019-2024 reflects the Company's election to receive the 5-year tax abatement pursuant to State law.
PPAB 4751080v3

STATE OF SOUTH CAROLINA
COUNTY COUNCIL FOR SUMTER COUNTY
ORDINANCE NO. 19-904

**AUTHORIZING THE EXECUTION AND DELIVERY OF AN
INFRASTRUCTURE CREDIT AGREEMENT TO PROVIDE FOR
INFRASTRUCTURE CREDITS TO A COMPANY IDENTIFIED
FOR THE TIME BEING AS PROJECT BATCH; AND OTHER
RELATED MATTERS.**

WHEREAS, Sumter County (“County”), acting by and through its County Council (“County Council”), is authorized pursuant to the provisions of Article VIII, Section 13(D) of the South Carolina Constitution and the provisions of Title 4, Chapter 1 of the Code of Laws of South Carolina, 1976, as amended (collectively, “Act”), to (i) develop a multicounty park with counties having contiguous borders with the County; and (ii) include property in the multicounty park which inclusion under the terms of the Act (A) makes such property exempt from *ad valorem* property taxes, and (B) changes the character of the annual receipts from such property to fees-in-lieu of *ad valorem* property taxes in an amount equal to the *ad valorem* taxes that would have been due and payable but for the location of the property in such multicounty park (“Fee Payments”); and

WHEREAS, the County is further authorized by Section 4-1-175 of the Act, to grant credits against Fee Payments (“Infrastructure Credit”) 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 and personal property used in the operation of a manufacturing facility or commercial enterprise (collectively, “Infrastructure”); and

WHEREAS, pursuant to the authority provided in the Act, the County has developed with Lee County, South Carolina, the Sumter-Lee Industrial Park (“Park”) and executed the Master Agreement Governing the Sumter-Lee Industrial Park, dated December 31, 2012 (“Park Agreement”), which governs the operation of the Park; and

WHEREAS, a corporation identified for the time being as Project Batch (“Company”) intends to establish a manufacturing facility within the County (“Project”), consisting of taxable investments in real and personal property of not less than \$4,000,000 and the creation of not less than 120 new, full-time jobs in the County; and

WHEREAS, the County has agreed to include the Project in the Park; and

WHEREAS, at the request of the Company, the County desires to enter into an Infrastructure Credit Agreement between the County and the Company, the substantially final form of which is attached as Exhibit A (“Agreement”), to provide Infrastructure Credits against certain of the Company’s Fee Payments with respect to the Project for the purpose of assisting in paying the costs of certain Infrastructure.

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

Section 1. *Statutory Findings.* Based solely on representations made by the Company to the County, the County finds that the Project and the Infrastructure will enhance the economic development of the County.

Section 2. *Approval of Infrastructure Credit; Authorization to Execute and Deliver Agreement.* The Infrastructure Credits, as more particularly set forth in the Agreement, against the Company’s Fee Payments with respect to the Project are approved. The form, terms and provisions of the Agreement that is before

this meeting are approved and all of the Agreement's terms are incorporated in this Ordinance by reference as if the Agreement was set out in this Ordinance in its entirety. The Chair is authorized and directed to execute the 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 Agreement and to deliver the Agreement to the Company.

Section 3. *Further Assurances.* The County Council confirms the authority of the Chair, the County Administrator, the Director of Economic Development and the Clerk to County Council, and various other County officials and staff, acting at the direction of the Chair, the County Administrator, the Director of Economic Development 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 Company under this Ordinance and the Agreement.

Section 4. *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 5. *General Repealer.* Any prior ordinance, the terms of which are in conflict with this Ordinance, is, only to the extent of that conflict, repealed.

Section 6. *Effectiveness.* This Ordinance is effective after its third reading and public hearing.

SUMTER COUNTY, SOUTH CAROLINA

Chair, Sumter County Council

(SEAL)
ATTEST:

Clerk of Council, Sumter County Council

First Reading: March 12, 2019
Second Reading:
Public Hearing:
Third Reading:

EXHIBIT A
FORM OF AGREEMENT

STATE OF SOUTH CAROLINA
COUNTY COUNCIL FOR SUMTER COUNTY
ORDINANCE NO. 19-905

**AMENDING THE MASTER AGREEMENT GOVERNING THE
SUMTER-LEE INDUSTRIAL PARK DATED DECEMBER 31,
2012, BETWEEN LEE COUNTY, SOUTH CAROLINA AND
SUMTER COUNTY, SOUTH CAROLINA SO AS TO EXPAND
THE BOUNDARIES OF THE PARK TO INCLUDE CERTAIN
PROPERTY OWNED AND/OR OPERATED BY A COMPANY
IDENTIFIED FOR THE TIME BEING AS PROJECT BATCH;
AND OTHER RELATED MATTERS.**

WHEREAS, Sumter County (“County”), acting by and through its County Council (“County Council”), is authorized pursuant to the provisions of Article VIII, Section 13(D) of the South Carolina Constitution and the provisions of Title 4, Chapter 1 of the Code of Laws of South Carolina, 1976, as amended (collectively, “Act”), to (i) develop a multicounty park with counties having contiguous borders with the County; and (ii) include property in the multicounty park which inclusion under the terms of the Act (A) makes such property exempt from *ad valorem* property taxes, and (B) changes the character of the annual receipts from such property to fees-in-lieu of *ad valorem* property taxes in an amount equal to the *ad valorem* taxes that would have been due and payable but for the location of the property in such multicounty park (“Fee Payments”);

WHEREAS, pursuant to the authority provided in the Act, the County has developed with Lee County, South Carolina, the Sumter-Lee Industrial Park (“Park”) and executed the Master Agreement Governing the Sumter-Lee Industrial Park, dated December 31, 2012 (“Park Agreement”), which governs the operation of the Park; and

WHEREAS, a corporation identified for the time being as Project Batch (“Company”) intends to establish a manufacturing facility within the County (“Project”), consisting of taxable investments in real and personal property of not less than \$4,000,000 and the creation of not less than 120 new, full-time jobs in the County; and

WHEREAS, at the Company’s request, the County desires to expand the boundaries of the Park and amend the Park Agreement to include the real and personal property relating to the Project, specifically, approximately 59.72 acres located at 865 Industrial Drive, TMS # 2501502001, TMS # 2501502003, and TMS # 2501502004 (“Property”), in the Park; and

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

Section 1. *Expansion of the Park Boundaries, Inclusion of Property.* The expansion of the Park boundaries and an amendment to the Park Agreement to include the Property in the Park is authorized. The Chair of County Council (“Chair”) is authorized to execute such documents and take such further actions as may be necessary to complete the expansion of the Park boundaries and the amendment to the Park Agreement. Pursuant to the terms of the Park Agreement, the expansion of the Park’s boundaries to include the Property is complete on the adoption of this Ordinance by County Council and delivery of this Ordinance and a description of the additional parcel(s) to Lee County.

Section 2. *Further Assurances.* The County Council confirms the authority of the Chair, the County Administrator, the Director of Economic Development and the Clerk to County Council, and various other County officials and staff, acting at the direction of the Chair, the County Administrator, the Director of Economic Development 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 Company under this Ordinance and the Agreement.

Section 3. *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 4. *General Repealer.* Any prior ordinance, the terms of which are in conflict with this Ordinance, is, only to the extent of that conflict, repealed.

Section 5. *Effectiveness.* This Ordinance is effective after its third reading and public hearing.

SUMTER COUNTY, SOUTH CAROLINA

Chair, Sumter County Council

(SEAL)
ATTEST:

Clerk of Council, Sumter County Council

First Reading: March 12, 2019
Second Reading: _____
Public Hearing: _____
Third Reading: _____



Proclamation

Fair Housing Month

WHEREAS, Sumter County Council desires that its citizens be offered the opportunity to attain a decent and sanitary living environment; and,

WHEREAS, Sumter County Council recognizes that 2019 marks the 51st Anniversary of the 1968 passage of the Federal Fair Housing Law that prohibits discrimination in housing; and in 1989, South Carolina passed a Fair Housing Law that provides rights and remedies substantially equivalent to those found in the Federal Fair Housing Act; and

WHEREAS, Sumter County Council rejects discrimination on the basis of race, color, sex, national origin, religion, ancestral status, and disability; and,

WHEREAS, Sumter County desires that every citizen be offered the opportunity to live in the home of his or her choice; hence, Sumter County Government does not discriminate in its housing practices;

NOW THEREFORE BE IT RESOLVED, that we the members of Sumter County Council do hereby proclaim **April** as **FAIR HOUSING MONTH** in the County of Sumter, South Carolina and recognize the importance of Fair Housing benefits for its citizenry; Council will continue to promote and advocate fair housing for all of its citizens.

APPROVED AND RATIFIED, in the Sumter County Council regular meeting held this 26TH day of March 2019.

Sumter County Council

Its: Chairman, James T. McCain, Jr.

ATTEST

Its: Clerk, Mary W. Blanding



ORDINANCE NO. 19-907

**AN ORDINANCE TO AMEND SUMTER COUNTY CODE OF ORDINANCES,
SECTIONS 6-19, 6-20 AND 6-23 of CHAPTER 6, ARTICLE II, RELATING TO DOGS
AND OTHER ANIMALS**

WHEREAS, Sumter County Council has previously enacted ordinances concerning dogs and other animals; and

WHEREAS, those ordinances, as compiled, are promulgated, in pertinent part, in the Code of Ordinances for Sumter County, South Carolina in Chapter 6, Article II, Sections 6-19 through 6-27; and

NOW, THEREFORE, BE IT ORDAINED BY THE COUNTY COUNCIL OF SUMTER COUNTY, SOUTH CAROLINA, AT ITS REGULAR MEETING DULY ASSEMBLED AND BY THE AUTHORITY THEREOF:

That Sumter County hereby amends its Code of Ordinances Sections 6-19, 6-20 and 6-23, of Chapter 6, Article II, so that those sections shall read as follows:

This Ordinance is done, ratified and adopted _____, 2019.

**THE COUNTY COUNCIL FOR SUMTER COUNTY,
SOUTH CAROLINA (SEAL)**

BY:

James T. McCain, Jr.

ITS: Chairman

ATTEST:

Mary W. Blanding

Its: Clerk of County Council

First Reading: _____, 2019.

Second Reading: _____, 2019.

Third Reading and Adoption: _____, 2019.

INFRASTRUCTURE CREDIT AGREEMENT

by and between

SUMTER COUNTY, SOUTH CAROLINA

and

PROJECT BATCH

Effective as of: _____, 2019

INFRASTRUCTURE CREDIT AGREEMENT

This INFRASTRUCTURE CREDIT AGREEMENT, effective as of _____, 2019 (“Agreement”), is by and between SUMTER COUNTY, SOUTH CAROLINA, a body politic and corporate, and a political subdivision of the State of South Carolina (“County”), and a corporation identified for the time being as PROJECT BATCH (“Company” together with the County, “Parties,” each, a “Party”).

WITNESSETH:

WHEREAS, the County, acting by and through its County Council (“County Council”), is authorized and empowered under and pursuant to the provisions of Article VIII, Section 13(D) of the South Carolina Constitution and the provisions of Title 4, Chapter 1 of the Code of Laws of South Carolina, 1976, as amended (collectively, “Act”), to (i) develop multicounty parks with counties having contiguous borders with the County; and (ii) include property in the multicounty park, which inclusion under the terms of the Act (A) makes such property exempt from *ad valorem* property taxes, and (B) changes the character of the annual receipts from such property to fees-in-lieu of *ad valorem* property taxes in an amount equal to the *ad valorem* taxes that would have been due and payable but for the location of the property in such multicounty park (“Fee Payments”);

WHEREAS, the County is further authorized by Section 4-1-175 of the Act to grant credits against Fee Payments (“Infrastructure Credit”) 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 and personal property used in the operation of a commercial enterprise or manufacturing facility (collectively, “Infrastructure”); and

WHEREAS, pursuant to the authority provided in the Act, the County has developed with Lee County, South Carolina, the Sumter-Lee Industrial Park (“Park”) and executed the “Master Agreement Governing the Sumter-Lee Industrial Park” dated December 31, 2012 (“Park Agreement”), which governs the operation of the Park; and

WHEREAS, the Company has committed to establish a manufacturing facility in the County (“Project”) on property more particularly identified by Exhibit A (“Land”), consisting of taxable investment in real and personal property of not less than \$4,000,000 and the creation of not less than 120 new, full-time jobs in the County; and

WHEREAS, the Company has elected to take advantage of the 5 year County property tax abatement allowed pursuant to State law, and the amount of Infrastructure Credits allowed pursuant to the terms of this Agreement takes into account the Company’s election to take the 5-year abatement;

WHEREAS, by an ordinance enacted on _____, 2019 (“Park Ordinance”), the County authorized the expansion of the boundaries of the Park and an amendment to the Park Agreement to include the Land and other real and personal property relating to the Project (“Property”) in the Park; and

WHEREAS, by an ordinance enacted on _____, 2019 (“Incentive Ordinance”), the County further authorized the execution and delivery of this Agreement to provide Infrastructure Credits against the Company’s Fee Payments with respect to the Project for the purpose of assisting in paying the costs of certain Infrastructure, subject to the terms and conditions below.

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

ARTICLE I REPRESENTATIONS

Section 1.1. *Representations by the County.* The County represents to the Company as follows:

- (a) The County is a body politic and corporate and a political subdivision of the State of South Carolina;
- (b) The County is authorized and empowered by the provisions of the Act to enter into and carry out its obligations under this Agreement;
- (c) The County has duly authorized and approved the execution and delivery of this Agreement by adoption of the Incentive Ordinance in accordance with the procedural requirements of the Act and any other applicable state law;
- (d) To the County's knowledge, the County is not in default of any of its obligations (contractual or otherwise) as a result of entering into and performing its obligations under this Agreement;
- (e) The County has approved the inclusion of the Property in the Park; and
- (f) Based solely on representations made by the Company to the County, the County has determined the Project and the Infrastructure will enhance the economic development of the County. Therefore, the County is entering into this Agreement for the purpose of promoting the economic development of the County.

Section 1.2. *Representations and Covenants by the Company.* The Company represents and covenants to the County as follows:

- (a) The Company is in good standing under the laws of the State of South Carolina, has power to conduct business in the State of South Carolina and enter into this Agreement, and by proper company action has authorized the officials signing this Agreement to execute and deliver it;
- (b) The Company will use commercially reasonable efforts to achieve the Investment Commitment and the Jobs Commitment, each as defined below, at the Project; and
- (c) The Company's execution and delivery of this Agreement, and its compliance with the provisions of this Agreement do not result in a default under any agreement or instrument to which the Company is now a party or by which it is bound.

ARTICLE II INFRASTRUCTURE CREDITS

Section 2.1. *Company Commitments.*

- (a) The Company shall invest not less than \$4,000,000 in taxable property at the Project ("Investment Commitment") by the Certification Date, as defined below. The Company shall certify to the County achievement of the Investment Commitment by no later than December 31, 2023 ("Certification Date"), by providing documentation to the County sufficient to reflect achievement of the Investment Commitment. If the Company fails to achieve and certify the Investment Commitment by the Certification Date, the County may terminate this Agreement and, on termination, the Company is no longer entitled to any further benefits under this Agreement.

(b) The Company shall create 120 new, full-time jobs in the County (“Jobs Commitment”) by the Certification Date. The Company shall certify to the County achievement of the Jobs Commitment by providing documentation to the County sufficient to reflect achievement of the Jobs Commitment on or before the Certification Date. If the Company fails to achieve and certify the Jobs Commitment by the Certification Date, the County may terminate this Agreement and, on termination, the Company is no longer entitled to any further benefits under this Agreement.

Section 2.2. Infrastructure Credits.

(a) To assist in paying for costs of Infrastructure, the County shall provide an Infrastructure Credit against certain of the Company’s Fee Payments due with respect to the Project. The term, amount and calculation of the Infrastructure Credit is described in Exhibit B.

(b) For each property tax year in which the Company is entitled to an Infrastructure Credit (“Credit Term”), the County shall prepare and issue the Company’s annual bill with respect to the Project net of the Infrastructure Credit set forth in Section 2.2 (a) (“Net Fee Payment”). Following receipt of the bill, the Company shall timely remit the Net Fee Payment to the County in accordance with applicable law.

(c) THIS AGREEMENT AND THE INFRASTRUCTURE CREDITS PROVIDED BY THIS AGREEMENT ARE LIMITED OBLIGATIONS OF THE COUNTY. THE INFRASTRUCTURE CREDITS ARE DERIVED SOLELY FROM AND TO THE EXTENT OF THE FEE PAYMENTS MADE BY THE COMPANY TO THE COUNTY PURSUANT TO THE ACT AND THE PARK AGREEMENT. THE INFRASTRUCTURE CREDITS DO NOT AND SHALL NOT CONSTITUTE A GENERAL OBLIGATION OF THE COUNTY OR ANY MUNICIPALITY WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY LIMITATION AND DO NOT AND SHALL NOT CONSTITUTE OR GIVE RISE TO A PECUNIARY LIABILITY OF THE COUNTY OR ANY MUNICIPALITY OR A CHARGE AGAINST THE GENERAL CREDIT OR TAXING POWER OF THE COUNTY OR ANY MUNICIPALITY. THE FULL FAITH, CREDIT, AND TAXING POWER OF THE COUNTY OR ANY MUNICIPALITY ARE NOT PLEDGED FOR THE PROVISION OF THE INFRASTRUCTURE CREDITS.

Section 2.3. Clawback. If the Company fails to meet the Investment Commitment or the Jobs Commitment by the Certification Date, the Company shall repay a portion of the Infrastructure Credits received. The portion of the Infrastructure Credit to be repaid (“Repayment Amount”) is based on the amount by which the Company failed to achieve the Investment Commitment or Jobs Commitment and is calculated as follows:

Repayment Amount = Total Received x Clawback Percentage

Clawback Percentage = 100% - Investment Achievement Percentage

Overall Achievement Percentage = (Investment Achievement Percentage + Jobs Achievement Percentage) / 2

Investment Achievement Percentage = Actual Investment Achieved / Investment Commitment

Jobs Achievement Percentage = Actual New, Full-Time Jobs Created / Jobs Commitment

In calculating each achievement percentage, only the investment made or new jobs achieved up to the Investment Commitment and the Jobs Commitment will be counted.

For example, and by way of example only, if the Company had received \$100,000 in Infrastructure Credits, and had invested \$3,600,000 and created 96 jobs by the Certification Date, the Repayment Amount would be calculated as follows:

$$\text{Jobs Achievement Percentage} = 96 / 120 = 80\%$$

$$\text{Investment Achievement Percentage} = \$3,600,000 / \$4,000,000 = 90\%$$

$$\text{Overall Achievement Percentage} = (80\% + 90\%) / 2 = 85\%$$

$$\text{Clawback Percentage} = 100\% - 85\% = 15\%$$

$$\text{Repayment Amount} = \$100,000 \times 15\% = \$15,000$$

The Company shall pay the portion of the Infrastructure Credit to be repaid pursuant to this Section 2.3 within 30 days of receipt of a written statement setting forth the Repayment Amount. If not timely paid, the Repayment Amount is subject to the minimum amount of interest that the law may permit with respect to delinquent *ad valorem* tax payments. The repayment obligation arising under this Section survives termination of the Agreement.

Section 2.4 Cumulative Infrastructure Credit. The cumulative dollar amount expended by the Company on Infrastructure shall equal or exceed the cumulative dollar amount of all the Infrastructure Credits received by the Company.

Section 2.5. Filings. To assist the County in administering the Infrastructure Credits, the Company shall, for the Credit Term, prepare and file a separate schedule to the SCDOR PT-100, PT-300 with respect to the Property.

ARTICLE III DEFAULTS AND REMEDIES

Section 3.1. Events of Default. The following are “Events of Default” under this Fee Agreement:

(a) Failure by the Company to make a Net Fee Payment, which failure has not been cured within 30 days following receipt of written notice from the County specifying the delinquency in payment and requesting that it be remedied;

(b) A Cessation of Operations. For purposes of this Agreement, a “Cessation of Operations” means closure of the Project or the cessation of production and shipment of products to customers for a continuous period of twelve (12) months;

(c) A representation or warranty made by the Company which is deemed materially incorrect when deemed made;

(d) Failure by the Company to perform any of the terms, conditions, obligations, or covenants under this Agreement (other than those described in Section 2.1 and under (a) above), which failure has not been cured within 30 days after written notice from the County to the Company specifying such failure and requesting that it be remedied, unless the Company has instituted corrective action within the 30-day period and is diligently pursuing corrective action until the default is corrected, in which case the 30-day period is extended to include the period during which the Company is diligently pursuing corrective action;

(e) A representation or warranty made by the County which is deemed materially incorrect when deemed made; or

(f) Failure by the County to perform any of the terms, conditions, obligations, or covenants hereunder, which failure has not been cured within 30 days after written notice from the Company to the County specifying such failure and requesting that it be remedied, unless the County has instituted corrective action within the 30-day period and is diligently pursuing corrective action until the default is corrected, in which case the 30-day period is extended to include the period during which the County is diligently pursuing corrective action.

Section 3.2. Remedies on Default.

(a) If an Event of Default by the Company has occurred and is continuing, then the County may take any one or more of the following remedial actions:

(i) terminate the Agreement; or

(ii) take whatever action at law or in equity may appear necessary or desirable to collect amounts due or otherwise remedy the Event of Default or recover its damages.

(b) If an Event of Default by the County has occurred and is continuing, the Company may take one or more of the following actions:

(i) bring an action for specific enforcement;

(ii) terminate the Agreement; or

(iii) in case of a materially incorrect representation or warranty, take such action as is appropriate, including legal action, to recover its damages, to the extent allowed by law.

Section 3.3. Reimbursement of Legal Fees and Other Expenses. On the occurrence of an Event of Default, if a Party is required to employ attorneys or incur other reasonable expenses for the collection of payments due under this Agreement or for the enforcement of performance or observance of any obligation or agreement, the prevailing Party is entitled to seek reimbursement of the reasonable fees of such attorneys and such other reasonable expenses so incurred.

Section 3.4. Remedies Not Exclusive. No remedy described in this Agreement is intended to be exclusive of any other remedy or remedies, and each and every such remedy is cumulative and in addition to every other remedy given under this Agreement or existing at law or in equity or by statute.

Section 3.5. Nonwaiver. A delay or omission by the Company or County to exercise any right or power accruing on an Event of Default does not waive such right or power and is not deemed to be a waiver or acquiescence of the Event of Default. Every power and remedy given to the Company or County by this Agreement may be exercised from time to time and as often as may be deemed expedient.

ARTICLE IV MISCELLANEOUS

Section 4.1. Examination of Records; Confidentiality.

(a) The County and its authorized agents, at any reasonable time on prior notice, may enter and examine the Project and have access to and examine the Company's books and records relating to the Project for the purposes of (i) identifying the Project; (ii) confirming achievement of the Investment Commitment or Jobs Commitment; and (iii) permitting the County to carry out its duties and obligations in its sovereign capacity (such as, without limitation, for such routine health and safety purposes as would be applied to any other manufacturing or commercial facility in the County).

(b) The County acknowledges that the Company may utilize confidential and proprietary processes and materials, services, equipment, trade secrets, and techniques ("Confidential Information") and that disclosure of the Confidential Information could result in substantial economic harm to the Company. The Company may clearly label any Confidential Information delivered to the County pursuant to this Agreement as "Confidential Information." Except as required by law, the County, or any employee, agent, or contractor of the County, shall not disclose or otherwise divulge any labeled Confidential Information to any other person, firm, governmental body or agency. The Company acknowledges that the County is subject to the South Carolina Freedom of Information Act, and, as a result, must disclose certain documents and information on request, absent an exemption. If the County is required to disclose any Confidential Information to a third party, the County will use its best efforts to provide the Company with as much advance notice as is reasonably possible of such disclosure requirement prior to making such disclosure and to cooperate reasonably with any attempts by the Company to obtain judicial or other relief from such disclosure requirement.

Section 4.2. Assignment. The Company may assign or otherwise transfer any of its rights and interest in this Agreement on prior written consent of the County, which may be given by resolution, and which consent will not be unreasonably withheld. Notwithstanding the preceding sentence, the County preauthorizes and consents to an assignment by the Company of its rights and interest in this Agreement to an "Affiliate" of the Company so long as the Company provides 30 days' prior written notice of the assignment to the County, and the Affiliate agrees in a signed writing, a copy of which shall be delivered to the County, to assume all duties and obligations of the Company hereunder. An "Affiliate" of the Company shall mean any entity that controls, is controlled by, or is under common control with the Company.

Section 4.3. Provisions of Agreement for Sole Benefit of County and Company. Except as otherwise specifically provided in this Agreement, nothing in this Agreement expressed or implied confers on any person or entity 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 4.4. Severability. If any provision of this Agreement is declared illegal, invalid, or unenforceable for any reason, the remaining provisions of this Agreement are unimpaired, and the Parties shall reform such illegal, invalid, or unenforceable provision to effectuate most closely the legal, valid, and enforceable intent of this Agreement.

Section 4.5. Limitation of Liability.

(a) The County is not liable to the Company for any costs, expenses, losses, damages, claims or actions in connection with this Agreement, except from amounts received by the County from the Company under this Agreement.

(b) All covenants, stipulations, promises, agreements and obligations of the County contained in this Agreement are binding on members of the County Council or any elected official, officer, agent, servant or employee of the County only in his or her official capacity and not in his or her individual

capacity, and no recourse for the payment of any moneys or performance of any of the covenants and agreements under this Agreement or for any claims based on this Agreement may be had against any member of County Council or any elected official, officer, agent, servant or employee of the County except solely in their official capacity.

Section 4.6. *Indemnification Covenant.*

(a) Except as provided in paragraph (d) below, the Company shall indemnify and save the County, its employees, elected officials, officers and agents (each, an “Indemnified Party”) harmless against and from all liability or claims arising from the County’s execution of this Agreement, performance of the County’s obligations under this Agreement or the administration of its duties pursuant to this Agreement, or otherwise by virtue of the County having entered into this Agreement.

(b) The County is entitled to use counsel of its choice and the Company shall reimburse the County for all of its costs, including attorneys’ fees, incurred in connection with the response to or defense against such liability or claims as described in paragraph (a) above. The County shall provide a statement of the costs incurred in the response or defense, and the Company shall pay the County within 30 days of receipt of the statement. The Company may request reasonable documentation evidencing the costs shown on the statement. However, the County is not required to provide any documentation which may be privileged or confidential to evidence the costs.

(c) The County may request the Company to resist or defend against any claim on behalf of an Indemnified Party. On such request, the Company shall resist or defend against such claim on behalf of the Indemnified Party, at the Company’s expense. The Company is entitled to use counsel of its choice, manage and control the defense of or response to such claim for the Indemnified Party; provided the Company is not entitled to settle any such claim without the consent of that Indemnified Party.

(d) Notwithstanding anything herein to the contrary, the Company is not required to indemnify any Indemnified Party against or reimburse the County for costs arising from any claim or liability (i) occasioned by the acts of that Indemnified Party, which are unrelated to the execution of this Agreement, performance of the County’s obligations under this Agreement, or the administration of its duties under this Agreement, or otherwise by virtue of the County having entered into this Agreement; or (ii) resulting from that Indemnified Party’s own negligence, bad faith, fraud, deceit, or willful misconduct.

(e) An Indemnified Party may not avail itself of the indemnification or reimbursement of costs provided in this Section unless it provides the Company with prompt notice, reasonable under the circumstances, of the existence or threat of any claim or liability, including, without limitation, copies of any citations, orders, fines, charges, remediation requests, or other claims or threats of claims, in order to afford the Company notice, reasonable under the circumstances, within which to defend or otherwise respond to a claim.

Section 4.7. *Notices.* All notices, certificates, requests, or other communications under this Agreement are sufficiently given and are deemed given, unless otherwise required by this Agreement, when (i) delivered and confirmed by United States first-class, registered mail, postage prepaid or (ii) sent by facsimile, and addressed as follows:

if to the County:

Sumter County, South Carolina
Attn: County Administrator
13 E. Canal Street
Sumter, South Carolina 29150
Phone: 803.436.2102

Fax: 803.436.2108

with a copy to
(does not constitute notice):

Parker Poe Adams & Bernstein LLP
Attn: Ray E. Jones
1221 Main Street, Suite 1100 (29201)
Post Office Box 1509
Columbia, South Carolina 29202
Phone: 803.255.8000
Fax: 803.255.8017

if to the Company:

Project Batch

Phone: _____
Fax: _____

with a copy to
(does not constitute notice):

Haynsworth Sinkler Boyd P.A.
Attn: Will R. Johnson
1201 Main Street, Suite 2200 (29201)
Post Office Box 11889
Columbia, South Carolina 29211-1889
Phone: 803.540.7945
Fax: 803.765.1243

The County and the Company may, by notice given under this Section, designate any further or different addresses to which subsequent notices, certificates, requests or other communications shall be sent.

Section 4.8. *Administrative Fees.* The Company will reimburse, or cause reimbursement to, the County for the Administration Expenses based on actual costs incurred in the amount of up to \$5,000. The Company will reimburse the County for its Administration Expenses on receipt of a written request from the County or at the County's direction, which request shall include a statement of the amount and nature of the Administration Expense. The Company shall pay the Administration Expenses as set forth in the written request no later than 60 days following receipt of the written request from the County. For purposes of this Section, "Administration Expenses" means the reasonable expenses incurred by the County in the negotiation, approval and implementation of the terms and provisions of this Agreement, including reasonable attorneys' fees. Administration Expenses do not include any costs, expenses, including attorneys' fees, incurred by the County (i) in defending challenges to the Fee Payments or Infrastructure Credits brought by third parties or the Company or its affiliates and related entities, or (ii) in connection with matters arising at the request of the Company outside of the immediate scope of this Agreement, including amendments to the terms of this Agreement. The payment by the Company of the County's Administration Expenses shall not be construed as prohibiting the County from engaging, at its discretion, the counsel of the County's choice.

Section 4.9. *Entire Agreement.* This Agreement expresses the entire understanding and all agreements of the Parties with each other, and neither Party is bound by any agreement or any representation to the other Party which is not expressly set forth in this Agreement or in certificates delivered in connection with the execution and delivery of this Agreement.

Section 4.10 *Agreement to Sign Other Documents.* From time to time, and at the expense of the Company, to the extent any expense is incurred, the County agrees to execute and deliver to the Company

such additional instruments as the Company may reasonably request and as are authorized by law and reasonably within the purposes and scope of the Act and this Agreement to effectuate the purposes of this Agreement.

Section 4.11. *Agreement's Construction.* Each Party and its counsel have reviewed this Agreement and any rule of construction to the effect that ambiguities are to be resolved against a drafting party does not apply in the interpretation of this Agreement or any amendments or exhibits to this Agreement.

Section 4.12. *Applicable Law.* South Carolina law, exclusive of its conflicts of law provisions that would refer the governance of this Agreement to the laws of another jurisdiction, governs this Agreement and all documents executed in connection with this Agreement.

Section 4.13. *Counterparts.* This Agreement may be executed in any number of counterparts, and all of the counterparts together constitute one and the same instrument.

Section 4.14. *Amendments.* This Agreement may be amended only by written agreement of the Parties.

Section 4.15. *Waiver.* Either Party may waive compliance by the other Party with any term or condition of this Agreement but the waiver is valid only if it is in a writing signed by the waiving Party.

Section 4.16. *Termination.* Unless first terminated under any other provision of this Agreement, this Agreement terminates on the expiration of the Credit Term and payment by the Company of any outstanding Net Fee Payment due on the Project pursuant to the terms of this Agreement.

Section 4.17. *Business Day.* If any action, payment, or notice is, by the terms of this Agreement, required to be taken, made, or given on any Saturday, Sunday, or legal holiday in the jurisdiction in which the Party obligated to act is situated, such action, payment, or notice may be taken, made, or given on the following business day with the same effect as if taken, made or given as required under this Agreement, and no interest will accrue in the interim.

*[TWO SIGNATURE PAGES FOLLOW]
[REMAINDER OF PAGE INTENTIONALLY BLANK]*

IN WITNESS WHEREOF, Sumter County, South Carolina, has caused this Agreement to be executed by the appropriate officials of the County and its corporate seal to be affixed and attested, effective the day and year first above written.

SUMTER COUNTY, SOUTH CAROLINA

Chair, Sumter County Council

(SEAL)
ATTEST:

Clerk to Council, Sumter County Council

/SIGNATURE PAGE 1 TO INFRASTRUCTURE CREDIT AGREEMENT/

IN WITNESS WHEREOF, Project Batch has caused this Agreement to be executed by its authorized officer(s), effective the day and year first above written.

PROJECT BATCH

By: _____

Name: _____

Its: _____

/SIGNATURE PAGE 2 TO INFRASTRUCTURE CREDIT AGREEMENT/

EXHIBIT A

LAND DESCRIPTION

Approximately 59.72 acres located at 865 Industrial Drive, TMS # 2501502001, TMS # 2501502003, and TMS # 2501502004.

EXHIBIT B

DESCRIPTION OF INFRASTRUCTURE CREDIT

<u>Tax Years</u>	<u>SSRC</u>
2019-2023	25%¹
2024-2048	43%

¹ The 25% Credit for tax years 2019-2024 reflects the Company's election to receive the 5-year tax abatement pursuant to State law.
PPAB 4751080v3

STATE OF SOUTH CAROLINA
COUNTY COUNCIL FOR SUMTER COUNTY
ORDINANCE NO. 19-904

**AUTHORIZING THE EXECUTION AND DELIVERY OF AN
INFRASTRUCTURE CREDIT AGREEMENT TO PROVIDE FOR
INFRASTRUCTURE CREDITS TO A COMPANY IDENTIFIED
FOR THE TIME BEING AS PROJECT BATCH; AND OTHER
RELATED MATTERS.**

WHEREAS, Sumter County (“County”), acting by and through its County Council (“County Council”), is authorized pursuant to the provisions of Article VIII, Section 13(D) of the South Carolina Constitution and the provisions of Title 4, Chapter 1 of the Code of Laws of South Carolina, 1976, as amended (collectively, “Act”), to (i) develop a multicounty park with counties having contiguous borders with the County; and (ii) include property in the multicounty park which inclusion under the terms of the Act (A) makes such property exempt from *ad valorem* property taxes, and (B) changes the character of the annual receipts from such property to fees-in-lieu of *ad valorem* property taxes in an amount equal to the *ad valorem* taxes that would have been due and payable but for the location of the property in such multicounty park (“Fee Payments”); and

WHEREAS, the County is further authorized by Section 4-1-175 of the Act, to grant credits against Fee Payments (“Infrastructure Credit”) 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 and personal property used in the operation of a manufacturing facility or commercial enterprise (collectively, “Infrastructure”); and

WHEREAS, pursuant to the authority provided in the Act, the County has developed with Lee County, South Carolina, the Sumter-Lee Industrial Park (“Park”) and executed the Master Agreement Governing the Sumter-Lee Industrial Park, dated December 31, 2012 (“Park Agreement”), which governs the operation of the Park; and

WHEREAS, a corporation identified for the time being as Project Batch (“Company”) intends to establish a manufacturing facility within the County (“Project”), consisting of taxable investments in real and personal property of not less than \$4,000,000 and the creation of not less than 120 new, full-time jobs in the County; and

WHEREAS, the County has agreed to include the Project in the Park; and

WHEREAS, at the request of the Company, the County desires to enter into an Infrastructure Credit Agreement between the County and the Company, the substantially final form of which is attached as Exhibit A (“Agreement”), to provide Infrastructure Credits against certain of the Company’s Fee Payments with respect to the Project for the purpose of assisting in paying the costs of certain Infrastructure.

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

Section 1. *Statutory Findings.* Based solely on representations made by the Company to the County, the County finds that the Project and the Infrastructure will enhance the economic development of the County.

Section 2. *Approval of Infrastructure Credit; Authorization to Execute and Deliver Agreement.* The Infrastructure Credits, as more particularly set forth in the Agreement, against the Company’s Fee Payments with respect to the Project are approved. The form, terms and provisions of the Agreement that is before

this meeting are approved and all of the Agreement's terms are incorporated in this Ordinance by reference as if the Agreement was set out in this Ordinance in its entirety. The Chair is authorized and directed to execute the 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 Agreement and to deliver the Agreement to the Company.

Section 3. *Further Assurances.* The County Council confirms the authority of the Chair, the County Administrator, the Director of Economic Development and the Clerk to County Council, and various other County officials and staff, acting at the direction of the Chair, the County Administrator, the Director of Economic Development 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 Company under this Ordinance and the Agreement.

Section 4. *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 5. *General Repealer.* Any prior ordinance, the terms of which are in conflict with this Ordinance, is, only to the extent of that conflict, repealed.

Section 6. *Effectiveness.* This Ordinance is effective after its third reading and public hearing.

SUMTER COUNTY, SOUTH CAROLINA

Chair, Sumter County Council

(SEAL)
ATTEST:

Clerk of Council, Sumter County Council

First Reading: March 12, 2019
Second Reading:
Public Hearing:
Third Reading:

EXHIBIT A
FORM OF AGREEMENT

STATE OF SOUTH CAROLINA
COUNTY COUNCIL FOR SUMTER COUNTY
ORDINANCE NO. 19-905

**AMENDING THE MASTER AGREEMENT GOVERNING THE
SUMTER-LEE INDUSTRIAL PARK DATED DECEMBER 31,
2012, BETWEEN LEE COUNTY, SOUTH CAROLINA AND
SUMTER COUNTY, SOUTH CAROLINA SO AS TO EXPAND
THE BOUNDARIES OF THE PARK TO INCLUDE CERTAIN
PROPERTY OWNED AND/OR OPERATED BY A COMPANY
IDENTIFIED FOR THE TIME BEING AS PROJECT BATCH;
AND OTHER RELATED MATTERS.**

WHEREAS, Sumter County (“County”), acting by and through its County Council (“County Council”), is authorized pursuant to the provisions of Article VIII, Section 13(D) of the South Carolina Constitution and the provisions of Title 4, Chapter 1 of the Code of Laws of South Carolina, 1976, as amended (collectively, “Act”), to (i) develop a multicounty park with counties having contiguous borders with the County; and (ii) include property in the multicounty park which inclusion under the terms of the Act (A) makes such property exempt from *ad valorem* property taxes, and (B) changes the character of the annual receipts from such property to fees-in-lieu of *ad valorem* property taxes in an amount equal to the *ad valorem* taxes that would have been due and payable but for the location of the property in such multicounty park (“Fee Payments”);

WHEREAS, pursuant to the authority provided in the Act, the County has developed with Lee County, South Carolina, the Sumter-Lee Industrial Park (“Park”) and executed the Master Agreement Governing the Sumter-Lee Industrial Park, dated December 31, 2012 (“Park Agreement”), which governs the operation of the Park; and

WHEREAS, a corporation identified for the time being as Project Batch (“Company”) intends to establish a manufacturing facility within the County (“Project”), consisting of taxable investments in real and personal property of not less than \$4,000,000 and the creation of not less than 120 new, full-time jobs in the County; and

WHEREAS, at the Company’s request, the County desires to expand the boundaries of the Park and amend the Park Agreement to include the real and personal property relating to the Project, specifically, approximately 59.72 acres located at 865 Industrial Drive, TMS # 2501502001, TMS # 2501502003, and TMS # 2501502004 (“Property”), in the Park; and

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

Section 1. *Expansion of the Park Boundaries, Inclusion of Property.* The expansion of the Park boundaries and an amendment to the Park Agreement to include the Property in the Park is authorized. The Chair of County Council (“Chair”) is authorized to execute such documents and take such further actions as may be necessary to complete the expansion of the Park boundaries and the amendment to the Park Agreement. Pursuant to the terms of the Park Agreement, the expansion of the Park’s boundaries to include the Property is complete on the adoption of this Ordinance by County Council and delivery of this Ordinance and a description of the additional parcel(s) to Lee County.

Section 2. *Further Assurances.* The County Council confirms the authority of the Chair, the County Administrator, the Director of Economic Development and the Clerk to County Council, and various other County officials and staff, acting at the direction of the Chair, the County Administrator, the Director of Economic Development 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 Company under this Ordinance and the Agreement.

Section 3. *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 4. *General Repealer.* Any prior ordinance, the terms of which are in conflict with this Ordinance, is, only to the extent of that conflict, repealed.

Section 5. *Effectiveness.* This Ordinance is effective after its third reading and public hearing.

SUMTER COUNTY, SOUTH CAROLINA

Chair, Sumter County Council

(SEAL)
ATTEST:

Clerk of Council, Sumter County Council

First Reading: March 12, 2019
Second Reading: _____
Public Hearing: _____
Third Reading: _____



Agenda
Sumter County Council
Committee Meeting: Public Safety
Tuesday, March 26, 2019 - Held at 5:15 P.M.
County Administration Building, Third Floor
County Council Conference Room Or Chambers
13 E. Canal Street, Sumter, SC

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- I. **Call to Order** – Committee Chairman, The Honorable C. F. “Chris” Sumpter II
 - II. **Invocation** - Member of Council Or Staff
 - III. **Action On Agenda** - Tuesday, March 26, 2019
 - IV. **New Business:**
 1. Review Of Language For Impending Animal Control Ordinance (19-907) (Tethering Laws And Adoption Practices) For Sumter County.
 2. Additional Information: _____.
 - V. **Old Business:**
 1. None
 - VI. **Adjournment**
- cc: Committee Members – Sumpter, Baten, and Byrd
Council Members
Staff
Media

In compliance with ADA/Section 504, Sumter County is prepared to make accommodations for individuals needing assistance to participate in our programs, services, or activities.



Agenda
Sumter County Council
Committee Meeting: Fiscal, Tax, And Property
Tuesday, March 26, 2019 - Held at 5:30 p.m.
County Administration Building -- County Council's Conference Room
13 E. Canal Street, Sumter, SC

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- I. **Call to Order:** Committee Chairman, The Honorable James T. McCain, Jr.
 - II. **Invocation:** Council Member, Staff, or Citizen
 - III. **Action On Agenda:** Tuesday, March 26, 2019
 - IV. **New Business:**
 1. Sumter County Financial Update.
 2. **Executive Session:** It Is Necessary To Hold An Executive Session To Discuss An Economic Development Matter, Discuss A Contractual Matter, Or Other Appropriate Items For Executive Session -- And To Take Actions Thereafter On Any Of These Matters.
 3. Additional Agenda Item: _____.
 - V. **Old Business**
 1. None
 - VI. **Adjournment**
- cc: Committee Members - McCain, Edens, McGhaney
Council Members
Staff
Media

In compliance with ADA/Section 504, Sumter County is prepared to make accommodations for individuals needing assistance to participate in our programs, services, or activities.
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EMS presents
EMS-CHEMIE
The Sumter County Museum's



SHRIMP

Feast

Thursday, April 4th, 6pm - 9pm

Music provided by
**Johnny
Hilton
and Friends**

\$30 members / \$40 public / \$45 day of

All you can eat!

Fried Shrimp
Boiled Shrimp
Grilled Shrimp

Shrimp and Grits
Lowcountry Boil
Barbecue

Beer
Wine
Soft Drinks

For tickets visit the Museum at
122 N. Washington St.,
call 803-775-0908 or visit our website

INSPIRe!
FESTIVAL

www.SumterCountyMuseum.org

Greater Sumter Chamber Of Commerce

Invites You

Celebrate
Sumter

2019

Annual Gala

April 4, 2019 - 6:00 p.m. - 10:00 p.m.

Presented By



Thompson

La Piazza
Main Street

Black Tie Optional

Register at sumterchamber.com

INSPIRE!

FESTIVAL

Events & Activities

The following events are held in part to support the 2019 Inspire Festival.

- April 4 -- 6-9pm
Shrimp Feast at the Sumter County Museum

The event will be held in the beautiful Martha Brice Gardens on the museum complex. We'll have all you can eat boiled, grilled, skewers, shrimp and grits, BBQ, Lowcountry Boil and all you can drink beer, wine, and soft drinks! Music by Johnny Hilton & Friends includes Beach, Blues, Beatles and Bluegrass.

Advance tickets are \$30 for museum members and \$40 for public. Tickets at door are \$45.

Tickets available online or in person at:

- [Sumter County Museum](#), 122 N. Washington Street, (803) 775-0908

- April 4-7
The Brothers Grimm Spectaculathon at the Sumter Little Theatre

The fairy tales of the Brothers Grimm are turned on their heads in this fast-paced, rollicking ride as two narrators and a bevy of actors attempt to combine all 209 stories ranging from classics like "Snow White", "Cinderella", and "Hansel and Gretel" to more bizarre, obscure stories like "The Devil's Grandmother" and "The Girl Without Hands". A wild, free-form comedy with lots of audience participation and madcap fun.

Tickets are \$15 adults, \$10 student/senior/military
Thursday-Friday 7:30 PM, Saturday 2 PM, Sunday 3 PM

Tickets available online and in person at:

- Sumter Little Theatre, 14 Mood Avenue, (803) 775-2150

- April 5 6-9pm
Gallery After Hours at the Sumter Gallery of Art

A night of good friendship, fine art and smooth jazz featuring the After Dark Jazz Duo, Robert Gibbs & Margaret Knight. This event is free and open to the public. Beer and wine will be served. Donations accepted.



Festival on the Avenue

337 Manning Avenue
Sumter, South Carolina 29150

January 16, 2019

Sumter County Council
Mr. J. T. McCain, Chairman
13 East Canal Street
Sumter, SC 29150

Dear Sumter County Council Members:

The Festival on the Avenue Board of Directors wishes to acknowledge and express its gratitude for your past contributions to our annual Festival on the Avenue (FOTA). Your contribution and participation were deeply appreciated.

The FOTA Committee is now in the planning stages for the 2019 festival, and is hoping that we can once again count on you to be a sponsor. Please know that the Committee realizes fully that it takes strong supporters to help us provide such an outstanding event. The Festival continues to grow, as does the cost to provide quality entertainment and programming. We are asking that you exercise your sponsorship again this year and contribute to this worthwhile endeavor.

Festival on the Avenue is now a 501(3)c organization all donations are fully tax deductible.

The 2019 FOTA will consist of the following four (4) annual events:

Thursday – April 11, 2019 (7:00pm) – Night of Elegance / Living Museum (Leadership honorees and live depictions of figures and events from the pages of history) Mt. Zion Enrichment Center, 315 W. Fulton Street, Sumter, SC

Friday Morning – April 12, 2019 (8:00am Registration) – Golfing at Crystal Lakes (Dillon Park).

Friday Evening – April 12, 2019 (6:00pm – 9:00pm) – Taste of Soul on the Avenue – Experience Southern Cuisine from various vendors and enjoy music provided by well-known musicians. (Entertainment free to the public. Pay only when food is purchased). South Sumter Farmers' Market (Adjacent to South Sumter Resource Center, 337 Manning Avenue, Sumter, SC).

Saturday – April 13, 2019 (10:00am) – Annual FOTA Kick-off Parade. The opening ceremony immediately follows the Kick-off parade. Corner of Manning Avenue and Atlantic Avenue (Across from Marion H. Newton Family Life Center).

Enjoy the Festival until 4:00 pm. Spend the day enjoying games, music, art and drama performances, professional magic acts, vendors of assorted cuisine and souvenirs, and much, much more. Festivities are free to the public. Pay only when food or other items are purchased from vendors.

For further information and posing questions, please contact the Committee at (803)262-6595.

Sincerely,
Festival on the Avenue Committee

Lorraine Dennis Karen Watson Robert Johnson Kimberly Krank Calvin Hastie Marion Newton J. David Weeks
Coley White John Pringle Goliath Brunson Fredrick Gass James Blassingame Gwen Clyburn Leroy Blanding



Members of Sumter County Council

Cordially Invite You To

The Grand Opening and Ribbon Cutting Ceremony

for the

Sumter County Frierson Road EMS Station

to be held on

Thursday, March 28, 2019

11:00 a.m.

3231 Frierson Road, Dalzell, SC 29040

Please join County Council Members And The EMS Staff
For Refreshments After The Ceremony.