

ORDINANCE NO.: 2015-010

*Authorizing the City Manager to execute an Intergovernmental Agreement Relating to the Pineview Industrial Park between the City of Columbia and Richland County*

BE IT ORDAINED by the Mayor and City Council this 19th day of May, 2015, that the City Manager is authorized to execute the attached Intergovernmental Agreement Relating to the Pineview Industrial Park, or on a form approved by the City Attorney, between the City of Columbia and Richland County.

Requested by:

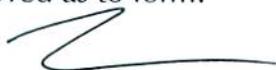
City Manager \_\_\_\_\_

  
\_\_\_\_\_  
Mayor

Approved by:

  
\_\_\_\_\_  
City Manager

Approved as to form:

  
\_\_\_\_\_  
City Attorney

ATTEST:

  
\_\_\_\_\_  
City Clerk

Introduced: 5/5/2015  
Final Reading: 5/19/2015

ORIGINAL  
STAMPED IN RED

## INTERGOVERNMENTAL AGREEMENT RELATING TO THE PINEVIEW INDUSTRIAL PARK

This INTERGOVERNMENTAL AGREEMENT RELATING TO THE PINEVIEW INDUSTRIAL PARK ("Agreement") is made and entered into this 26<sup>th</sup> day of May, 2015, by and between Richland County, South Carolina, a body politic and corporate in the State of South Carolina ("County") and the City of Columbia, a perpetual body, politic and corporate, a municipal corporation in the State of South Carolina ("City").

### RECITALS:

WHEREAS, County and City are authorized by the constitution and general law of the State of South Carolina ("State") to enter into agreements with other governmental bodies; and,

WHEREAS, the County, in order to promote economic development within the County has previously developed the Pineview Industrial Park, as more particularly described on the attached Exhibit A ("Pineview"), to attract commercial and manufacturing enterprises and investment to the County; and,

WHEREAS, the County has located Pineview in the I-77 Corridor Regional Industrial Park, a multi-county industrial park the County jointly developed with Fairfield County, South Carolina pursuant to Article VIII, Section 13(D) of the State Constitution and Section 4-1-170 of the Code of Laws of South Carolina, 1976, as amended ("MCIP"); and,

WHEREAS, because Pineview is located in the MCIP, such real property comprising Pineview is exempt from *ad valorem* property taxes, and the owners or lessees of the real property pay an amount equivalent to the property taxes or other fees-in-lieu of *ad valorem* property taxes that would have been due and payable except for the exemption ("Fee Payments"); and,

WHEREAS, the City provides residential and commercial water and sewer services to users within and without the geographic boundaries of the City; and,

WHEREAS, prior to providing water and sewer services to commercial users outside the geographical boundaries of the City, the City requires that a property owner sign a Declaration of Covenant agreeing to petition for annexation into the City should the property ever become eligible for annexation pursuant to State law; and,

WHEREAS, the City's purpose for the policy requiring the execution of a Declaration of Covenant is to enable the City to broaden its tax base to support the provision of City services, including water and sewer services, to its individual and corporate residents and customers; and,

WHEREAS, companies seeking to invest in Pineview are not in favor of executing the agreement which requires agreement to annexation in order to receive water and sewer services from the City; and,

WHEREAS, County and City both seek the development of the Park for commercial and industrial purposes, while not depriving the City of needed revenues; and,

WHEREAS, the County has agreed to share a portion of the Fee Payments generated from Pineview so the City can continue to provide water and sewer services to the property owners in Pineview ("Pineview Owners") without requiring execution of an agreement agreeing to annexation; NOW, THEREFORE,

In consideration of the premises and their mutual promises, covenants, and agreements hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

**Section 1. No Annexation Agreements.** The City shall not require Pineview Owners to sign an agreement to petition for annexation as a condition for the City's provision of water and sewer service. The City shall terminate any agreement with a Pineview Owner that may have been executed (i) prior to the date of this Agreement, and (ii) as a condition for the provision of water and sewer services.

**Section 2. Non-Annexation Payment.**

(a) If the City provides a Pineview Owner with water and sewer services ("Serviced Property"), then the County shall make an annual payment to the City ("Non-Annexation Payment") with respect to the Serviced Property.

(b) The Non-Annexation Payment is equal to ten percent (10%) of the Fee Payments generated by the Serviced Property and remaining after the County's (i) application of any credits, (ii) distribution to Fairfield County, South Carolina pursuant to the Master Agreement Governing the I-77 Corridor Regional Industrial Park, dated April 15, 2003 ("Master Agreement"), or (iii) reimbursement or deposit into any fund pursuant to the Master Agreement.

(c) The County shall remit a Non-Annexation Payment to the City within 60 days of receipt of a Fee Payment with respect to a Serviced Property.

(d) The City may request an annual report which details the calculation of an annual Non-Annexation Payment.

**Section 3. Termination on Annexation.**

(a) A Pineview Owner may petition the City to annex that owner's property in accordance with State law. On petition and annexation, this Agreement shall terminate with respect to that property and the City is no longer entitled to a Non-Annexation Payment with respect to that property.

(b) If a Serviced Property petitions for annexation and annexation occurs within the middle of a property tax year, then the City is entitled to a pro rata Non-Annexation Payment from the County based on a fraction with the numerator being the number of day the City provided water and sewer services to the Serviced Property and the denominator being 365.

(c) Any pro rata Non-Annexation Payment due under this Section 3 is payable at the time set forth in Section 2(c) above.

**Section 4. Cooperation.** The County and the City recognize the need for cooperation among the parties for the continued development of Pineview. The County and City agree to cooperate and take any additional actions or to execute additional documents necessary to cause this Agreement to be effectuated.

**Section 5. Default.** In the event of a breach of this Agreement or failure by the County or City to meet the commitments set forth herein, the County and City each have the right to pursue such remedies and damages as may be available at law or in equity.

**Section 6. Jurisdiction.** This Agreement is governed by and interpreted in accordance with laws of the State of South Carolina, exclusive of the conflicts of law provisions that would refer the governance of this Agreement to the laws of another jurisdiction.

**Section 7. Severability.** In case any one or more of the provisions contained in this Agreement is determined to be invalid, illegal or unenforceable in any respect for any reason whatsoever, the validity, legality, enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

**Section 8. Termination.** This agreement shall automatically renew on January 31 following each City or County Council election years unless terminated in writing by either entity within one (1) week following each Council's first meeting of the new Council year. Termination by either entity shall not affect the commitments then outstanding.

**Section 9. Counterparts.** This Agreement may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures hereto and thereto were upon the same instrument.

**IN WITNESS WHEREOF,** the parties have caused this Agreement to be signed by their authorized officials as of the day and year first above-stated.

**RICHLAND COUNTY, SOUTH CAROLINA**

**CITY OF COLUMBIA, SOUTH CAROLINA**

By:   
Chair, County Council

By:   
Teresa B. Wilson, City Manager

Attest:   
Clerk, County Council

Attest:   
Clerk, City Council

Date:

Date: May 26, 2015

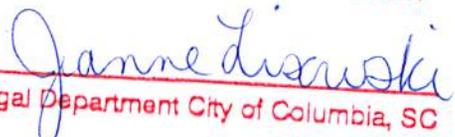
**APPROVED AS TO FORM**  
  
**Legal Department City of Columbia, SC**

EXHIBIT A  
DESCRIPTION OF PINEVIEW INDUSTRIAL PARK

The Pineview Industrial Park, as of the date of this agreement, is comprised of the following parcels of property bearing the listed Richland County tax map number and more fully depicted on the attached aerial map:

16200-03-20  
16209-01-01  
16200-03-01  
16100-02-20  
16100-02-02  
16100-02-04  
16100-02-16  
16100-02-07  
16100-02-21  
16100-02-19  
16100-02-22  
16100-02-03  
16200-03-02  
18900-01-01  
18900-02-01 portion  
16100-03-05  
16100-03-17  
16100-03-03 portion  
16100-02-17

As of the date of this Agreement, the following parcels of property, more fully depicted on the attached aerial map, are not a part of the Pineview Industrial Park. However, if in the future they become part of the Pineview Industrial Park, this Agreement shall apply to those parcels as of the date the parcel becomes incorporated in the Pineview Industrial Park.

16100-04-08 portion  
16100-02-05  
16100-02-08  
16100-02-09