



NOTICE

Union County Council will hold its regular monthly meeting on Tuesday November 12, 2024 at 5:30 p.m. The meeting will be held in the Grand Jury Room located on the second floor of the Union County Courthouse at 210 West Main Street Union, SC 29379. The public is invited to attend. For those wishing to view the meeting online, the live stream will be available on the Union County, SC Facebook page.

Anyone needing assistance to attend the meeting shall notify the Clerk to Council at least 24 hours prior to the meeting via email to: khorne@countyofunion.com, or by calling 864-429-1600.



AGENDA
REGULAR MONTHLY MEETING OF THE UNION COUNTY COUNCIL
GRAND JURY ROOM
210 W. MAIN STREET
UNION, S. C. 29379
TUESDAY, NOVEMBER 12, 2024
5:30 p.m.

Citizen may access a live stream of the meeting by visiting the Union County, SC Facebook page. Notice of the meeting and the agenda were posted on the county website at www.gearupunionsc.com, posted on the bulleting board at the Union County Courthouse and the Union County Government Office Building, furnished to the media, and provided to those requesting notification.

- I. Call to Order
Chairman, Phillip Russell
- II. Invocation
Chaplain, Danny Bright
- III. Pledge of Allegiance
Vice Chairman, David Sinclair
- IV. Roll Call
Clerk to Council
- V. Approval of Minutes
 - A. Regular monthly meeting 10-08-2024
 - B. Special meeting held on 02-29-2024
- VI. Presentation of Service Awards
Chairman, Phillip Russell
- VII. Consider Board Appointments or Removals (if any). {no applicants at this time}
 - A. Appeals Board, 1 vacancy, District 2
 - B. Tourism, 1 vacancy, District 6
 - C. Building Code Board of Appeals, 1 vacancy for an alternate, at large
 - D. Cross Keys Fire Board, 1 vacancy, at large
- VIII. Consider Grant Approvals.
 - A. SC PARD Grant for the development of multipurpose fields at South Hills Complex. Grant amount \$25,000.
 - B. SC Department of Public Safety Body Worn Camera Grant (to cover annual storage and maintenance cost) for Union County Sheriff's Office. Grant amount \$29,144.53.
- IX. Consider approving BDA System installation at Detention Center from Capital Fund in the amount of \$30,121.00.

X. Consider approving contract with KCI to consult on FEMA financial recovery.

XI. RESOLUTIONS

- A. Resolution Declaring the results of a referendum held on November 5, 2024, on the question of whether the Santuc Fire District is Union County South Carolina shall be authorized to issue General Obligation Bonds not exceeding \$500,000.00.
- B. Inducement Resolution providing for a Fee in Lieu of Tax Agreement between Union County and Buffalo PV1, LLC.

XII. ORDINANCES

A. 1st Reading.

An Ordinance authorizing the termination of that certain written agreement with Union County for the Development of a jointly owned and operated Industrial Business Park, such park geographically located in Spartanburg County and the City of Spartanburg and established pursuant to South Carolina Code of Laws of 1976 §4-1-170, et. seq., as amended and other matters related thereto.

B. 1st Reading

An Ordinance authorizing the execution and delivery of an amendment to agreement governing the Union-Spartanburg Industrial and Business Park to include additional property in the Park (Buffalo PV1 Properties)

C. 1st Reading

An Ordinance authorizing (1) the execution and delivery of a Fee in Lieu of Tax and Incentive Agreement by and between Union County SC and Buffalo PV1, LLC, acting for itself, one or more affiliates, and/or other project sponsors, pursuant to which the county shall covenant to accept certain negotiated fees in lieu of Ad Valorem Taxes with respect to the establishment and/or expansion of certain facilities in the county. (2) The benefits of a Multi-County Industrial or Business Park to be made available to the company and the project; (3) Certain special source revenue credits in connection with the project; and (4) other matters related thereto.

D. Draft Only

Adam Artigliere-Burr & Foreman-available for council questions concerning first draft of Boards & Commissions Ordinance. (draft to be sent to Council Committee on Administration & Finance for further review and recommendations).

XIII. Recognition of any elected officials present for comment.

XIV. Supervisor's Report.

XV. Committee Reports

- A. Report from Committee on Public Works, Road, Bridges & County Property.
Committee Chair David Sinclair to give committee recommendation on retention or disposition of certain county owned property and the potential acquisition of new property.

B. Council to consider action on any committee recommendations.

XVI. Adjourn

7518 - South Hills Complex Upgrades

Application Details

Funding Opportunity: 7326-Parks and Recreation Development Fund FY 24-25
Funding Opportunity Due Date: Jun 30, 2025 11:59 PM
Program Area: Parks and Recreation Development Fund
Status: Editing
Stage: Final Application

Initial Submit Date:
Initially Submitted By:
Last Submit Date:
Last Submitted By:

Contact Information

Primary Contact Information

Name*: Mrs. Kathy Jo Lancaster
Salutation First Name Middle Name Last Name
Title: Director, Union County Community Development
Email*: kjlancaster@countyofunion.com
Address*: 107 East Main Street

Phone*: Union South Carolina 29379-2215
City State/Province Postal Code/Zip
(864) 466-6015 Ext.
Phone
###-###-####
Fax: ###-###-####

Organization Information

Organization Name*: Union County
Organization Type*: County Government
Federal Employer Identification Number (FEIN)*: 57-6000408
Organization Website: <https://gearupunionsc.com/>
Address*: 210 W. Main Street

Union South Carolina 29379-
City State/Province Postal Code/Zip

Phone*: (864) 429-1600 Ext. #####-####-####
Fax: #####-####-####

Parks and Recreation Development Fund (PARD) Application

Organizational Information

PARD Class*: A
Amount of Funds Requested*: \$25,000.00
SCEIS Vendor Number*: 576000408

Project Description

This project will include the following work categories:

Work Categories*: Development of New Facilities
Select all that apply.

This project will include the following specific work elements:

Work Elements*: MultiPurpose Courts,Support Facilities
Select all that apply.

Describe in sufficient detail the work to be accomplished under this project and how the work will be accomplished.

Project Description*:

The South Hills Sports Complex is owned/operated by Union County providing a range of recreational activities and athletic events serving youth and adults of all ages. In order to maximize recreational/athletic opportunities, the complex requires expansion. We are requesting funds to complete a multipurpose soccer/football grass field and fencing to expand additional use and increase benefits to the local economy. The County will utilize in house labor and equipment to complete the project.

Project Location

Park Name*: South Hills Sports Complex
Physical Address of Proposed Site*: 387 Hawthorne Road
Address Line 1
Address Line 2
Union South Carolina 29379
City State Zip Code

Time Table

Time Table*:

Once funding is obtained, we estimate the project timeline will take approximately 6-8 months to complete. Specific tasks include procurement of materials, supplies, and services to complete the multipurpose grass field and fencing. Union County Parks and Recreation and Public Works will provide most of the labor/equipment required to complete the project with County engineers providing oversight and project management.

Maps

Description	File Name	Type	Size	Upload Date
Aerial 2 South Hills Complex, 387 Hawthorne Rd., Union, SC 29379.	South Hills Complex Aerial 2.pdf	pdf	342 KB	10/09/2024 02:47 PM
South Hills Sports Complex Aerial 387 Hawthorne Road Union, SC 29379	South Hills Complex Aerial.jpg	jpg	226 KB	09/17/2024 05:52 PM

Deed/Lease

Description	File Name	Type	Size	Upload Date
Copy of Deed indicating Union County SC as owner of the property.	South Hills Complex Deed.pdf	pdf	958 KB	10/09/2024 02:51 PM
Report indicating Union County as the property owner.	qPublic.net - Union County SC - Report_094-00-00-003 000.pdf	pdf	140 KB	10/09/2024 02:52 PM

Photos

Description	File Name	Type	Size	Upload Date
South Hills Complex Multi-Purpose Site Angle View	South Hills Complex Proposed Site.3.jpg	jpg	2 MB	10/08/2024 04:05 PM
South Hills Complex Proposed Multi-Purpose Site prior to development.	South Hills Complex Proposed Site.2.jpg	jpg	3 MB	10/08/2024 04:02 PM
South Hills Complex Proposed Site Center View	South Hills Complex Proposed Site.4.jpg	jpg	2 MB	10/08/2024 04:09 PM

Additional Documents

Named Attachment	Required Description	File Name	Type	Size	Upload Date
Provide an ORIGINAL document showing the endorsements of the County's Legislative Delegation showing a weight factor of more than 50%.	✓ Endorsement Form, Union County	2025036 endorsement.Union County.pdf	pdf	51 KB	11/04/2024 11:49 AM
Historical Significance Certification Form	✓ Union County certifies the South Hills Complex Project will have no impact on existing or potential National Register Sites.	Historical Signf Union County.pdf	pdf	248 KB	10/08/2024 04:13 PM

Budget

Budget

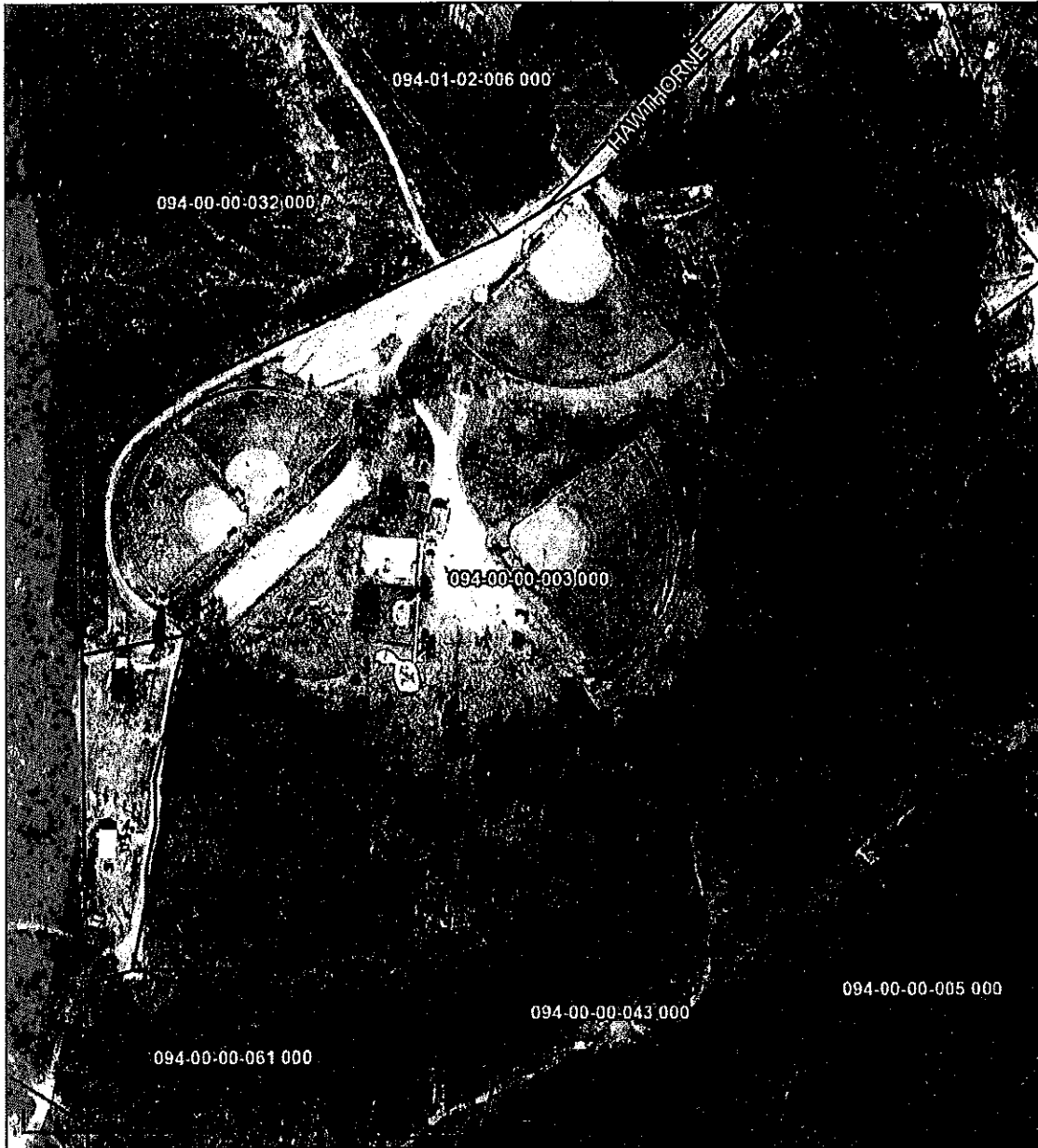
Description	Project Amount	Requested Amount ? 80%	Required Match Amount ? 20%
South Hills Complex Upgrades	\$31,250.00	\$25,000.00	\$6,250.00
	\$31,250.00	\$25,000.00	\$6,250.00

Match Sources

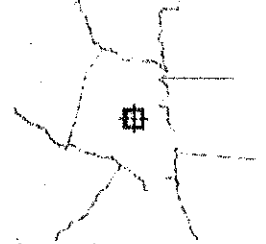
Match Source	Match Amount
In House Labor and Equipment Use	\$6,250.00
	\$6,250.00



Union County, SC



Overview

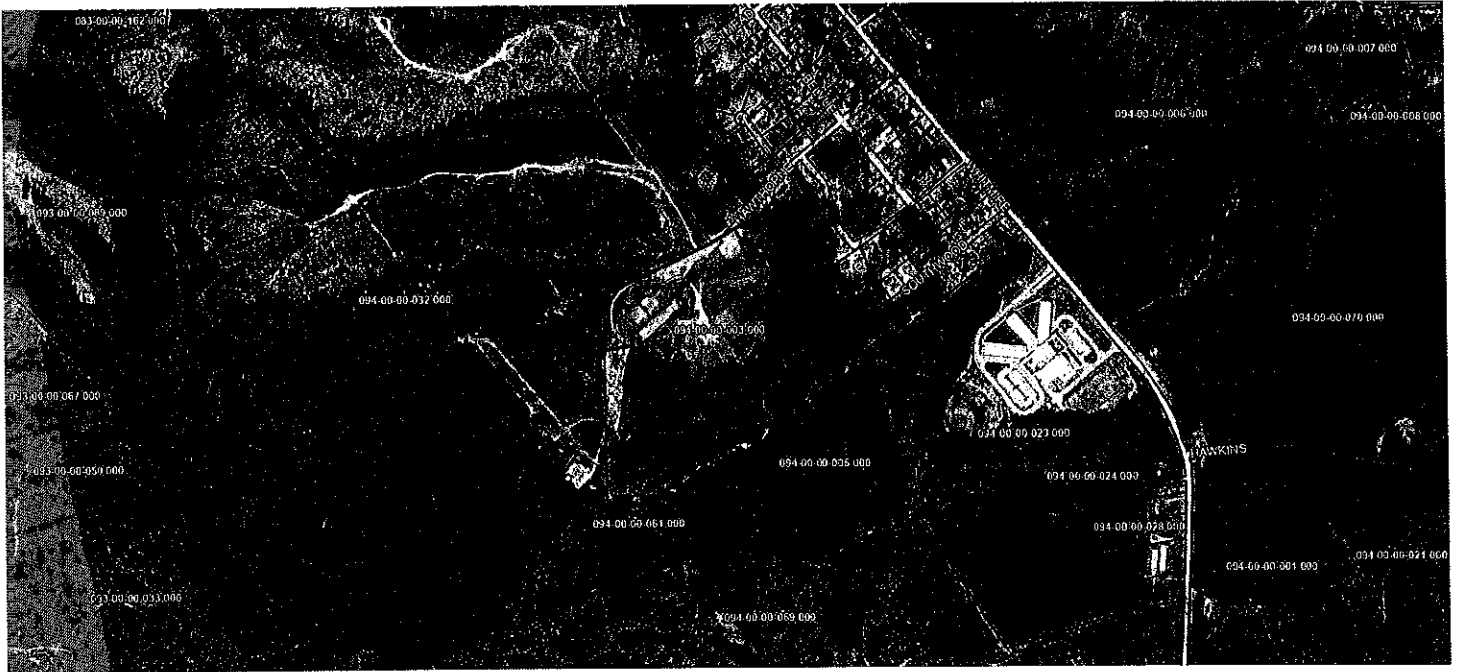


Legend

- ☐ Parcels
- Parcel Numbers
- Roads

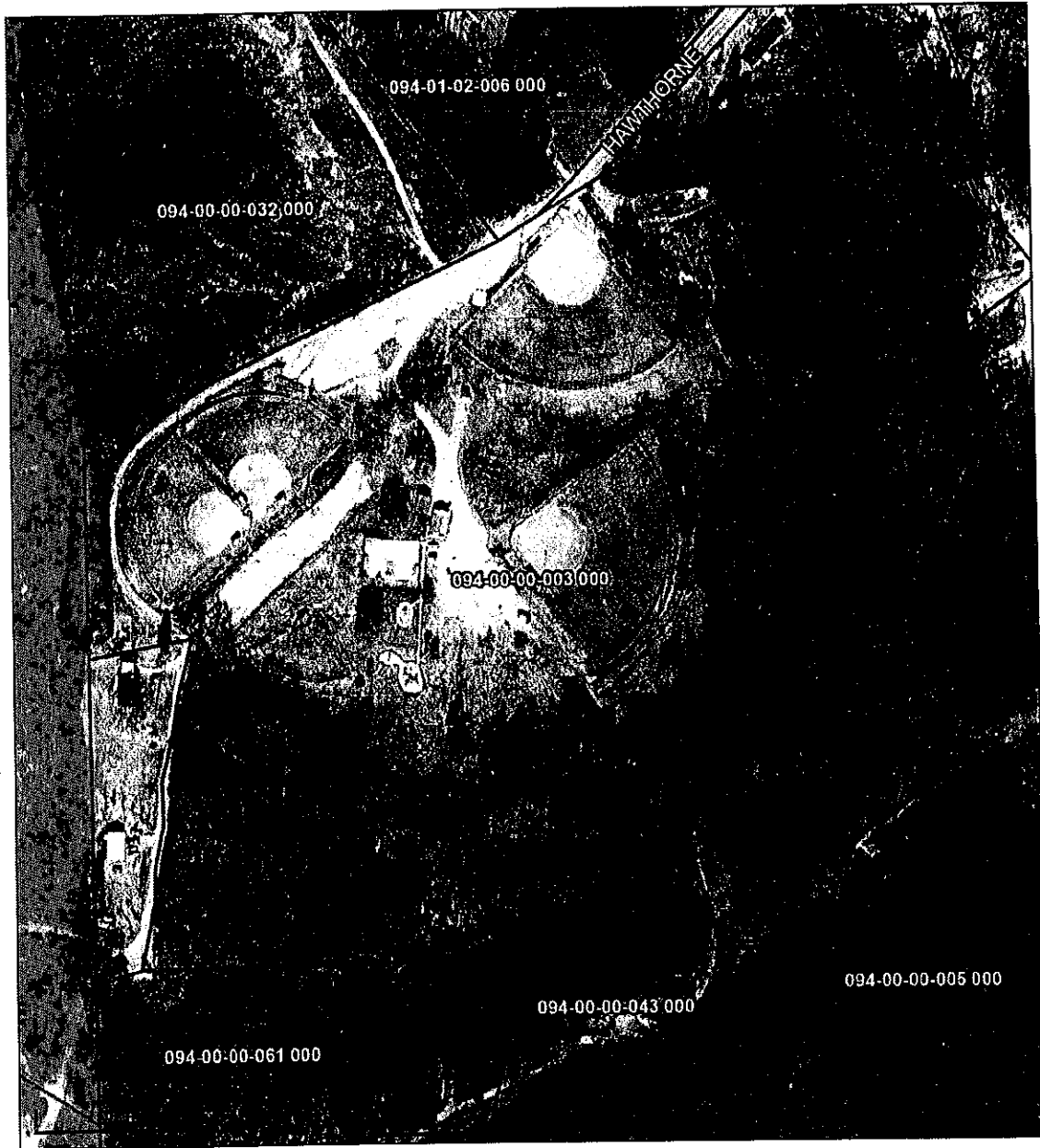
Date created: 10/9/2024
Last Data Uploaded: 10/8/2024 6:06:31 PM

Developed by  **SCHNEIDER**
GEOSPATIAL

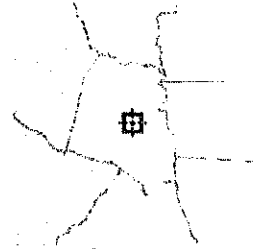




Union County, SC



Overview



Legend

- ☐ Parcels
- Parcel Numbers
- Roads

Date created: 10/9/2024
Last Data Uploaded: 10/8/2024 6:06:31 PM

Developed by  **SCHNEIDER**
GEOSPATIAL

11001

FARM APPRAISAL CARD

SOUTH CAROLINA

COUNTY Union

SOFTBALL
COMPLEX

CARD 1 OF 1 CARDS

TAX MAP 94 - 0 - 0 - 3		DISTRICT SSED - 17		DATE OF APPRAISAL		APPRAISER				
Union County 210 W Main Street Union SC 29379		TRANSFERRED FROM		Deed Book	Deed Page	Acres	Plot Book	Plot Page	Date of Sale	SALES PRICE
Elizabeth Coleman 187.608 1.5 19 109 3.16.99 1238.25		91 446 40 16 102 3.16.99 1238.25		240 248 42 19 109 13.16.10 5.00						
Owner's Name and Address: OLD CITY DOME										
PROPERTY LOCATION		GENERAL DATA		COST DATA		INCOME APPROACH				
St. Rt. & No.	Union County	Land	Imp.	Econ. Rent	Cap. Rate	Income	Cap. Rate	Income	Cap. Rate	Remarks:
City	Union	Condition	Quality	Net Inc.	Land Inc.	Imp. Inc.	Land Value	Recap	Total Value	
Subdivision	126	Annual Rent	Stamps	Old Map Ref.	Int. Rate					
Legal Description	126	Annual Rent	Stamps	Old Map Ref.	Int. Rate					
126	126	Annual Rent	Stamps	Old Map Ref.	Int. Rate					
126	126	Annual Rent	Stamps	Old Map Ref.	Int. Rate					
STANDARD CLASSIFICATION		PROPERTY DATA		LAND VALUATION						
NEIGHBORHOOD	TRANSPORTATION	LAND IMP.	UTILITIES	CLASS	ACRES	MARKET VALUE		USE VALUE		
Progressive	Paved Road	Buildings	Electricity	EX	42	Price per Acre	Total	Price per Acre	Total	
Static	Earth Road	Pavement	Water							
Regressive	Railroad	Fence	Gas							
Old	Water	Landscaping	Sewer							
New	Airport	Well	All Utilities							
LAND										
Number of Acres	42	Number of Lots				LAND VALUATION BY YEAR				
Per Acre Value		Number of Front Ft.				19	19	19	19	
Value for Acres		Per Lot Value								
Returned Area		Per Front Ft. Value								
Legal Area	41.5	Value for Lots								
Planimetered Area	40.2	Value for Fr. Ft.								
Total Land Value										
ESTIMATED MARKET VALUE										
Number	Land Acres or Lots	Improvement	Total							
Cost Approach										
Market Approach										
Income Approach										
Correlated Value										
Assessed %										
Reviewed by	Date									

DEED BOOK 240 PAGE 248

FILE FOR RECORD

Grantee Address: Union County Courthouse
Union, South Carolina

29379

STATE OF SOUTH CAROLINA

COUNTY WILLIAM F. GAULT
CLERK OF UNION
UNION, SC

TITLE TO REAL ESTATE

KNOW ALL MEN BY THESE PRESENTS, That City of Union, South Carolina, a body politic for and in consideration of the sum of Five and No/100 (\$5.00) Dollars the receipt of which is hereby acknowledged, have granted, bargained, sold and released and by these presents do grant, bargain, sell and release unto, County of Union, South Carolina, its successors and or assigns,

All that piece, parcel or lot of land, lying, being and situate in Union Township, Union County, South Carolina containing 1.5 acres, more or less, as shown on a plat prepared by Dan E. Collins, RLS, dated March 19, 1974 and recorded in OCC for Union County in Plat Book 19, Page 117 which said plat is incorporated herein by reference for a more complete and detailed description. Said lot has the following metes and bounds to wit: Beginning at an Old LP. at the northernmost corner of said lot and running S 16-00 W for a distance of 327 feet to an iron pin thence turning and running West 212 feet to an iron pin, thence turning and running N 16-00 E for a distance of 327 feet to an iron pin thence turning and running East 212 feet to an old iron pin the said point of beginning. Said lot is bounded on the North by City of Union (abandoned land-fill), East by land of D.N. Rickenbaker Estate and on the South and West by land of W.T. Harkins.

This being the same property conveyed to the City of Union, South Carolina by Deed of John L. Harkins as Committee for Willie T. Harkins recorded October 19, 1976 in Deed Book 187, Page 608 in the Clerk of Court's office for union County, South Carolina.

Also: All those two tracts of land containing 38 acres, more or less and 2 acres, more or less respectively with improvements thereon situated in Union Township, Union County, South Carolina and being bounded North, East, South and West by land of the Estate of D.M. Rickenbaker; the same being known as the Skelton Place and Dunnaday Place;

This being the same property conveyed to the City of Union, South Carolina by deed of Elizabeth Coleman recorded May 30, 1949 in the Clerk of Court's Office for Union County, South Carolina in Deed Book 91, Page 446.

Tax Map No: 94-0-0-3

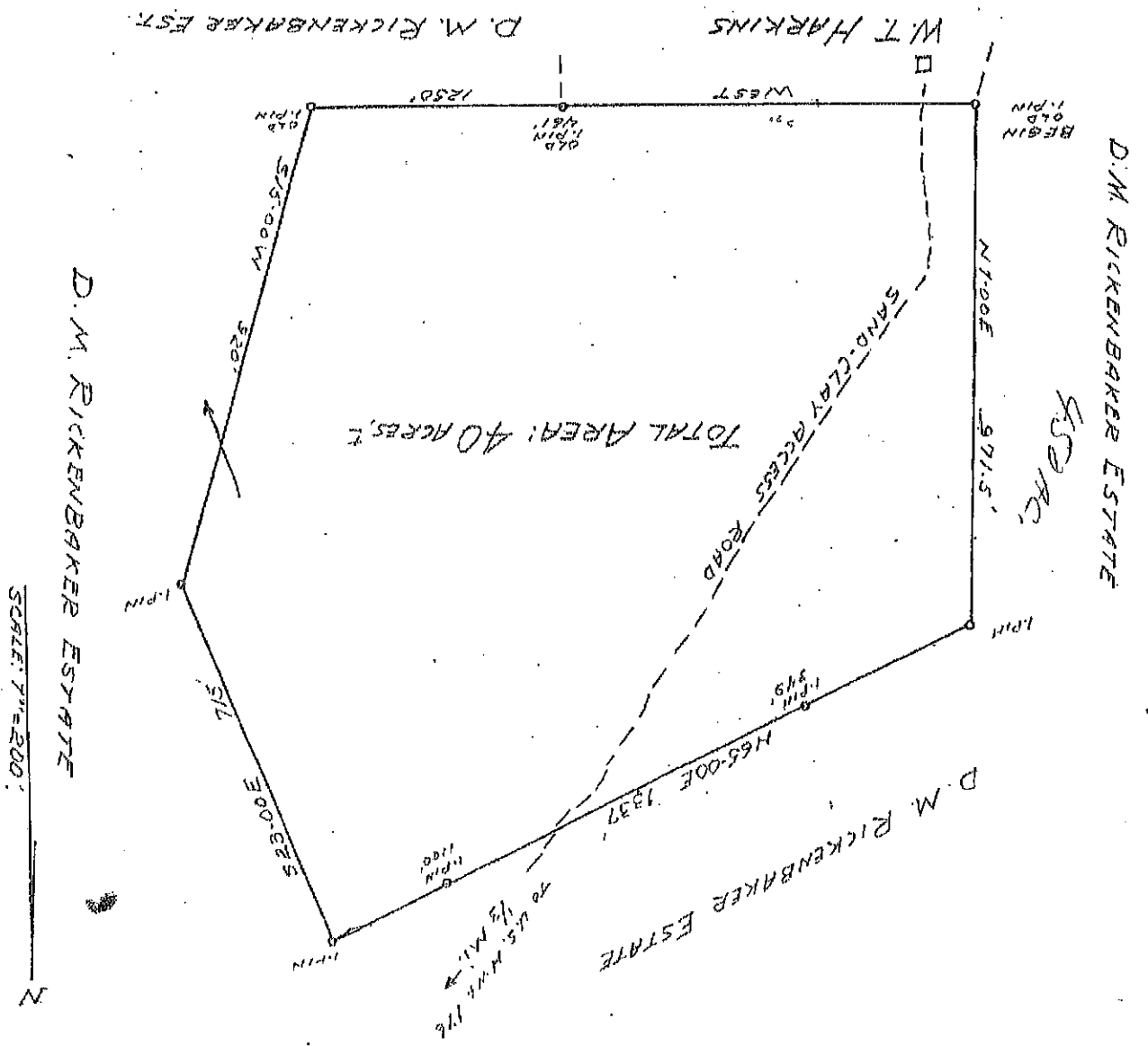
This transfer of real property is authorized by an Ordinance passed by the Union City Council in a meeting duly assembled on the 12 day of January, 2010.

TOGETHER with all and singular the rights, members, hereditaments and appurtenances to said premises belonging or in any wise incident or appertaining.



UNION COUNTY, S.C.
UNION TOWNSHIP
PROPERTY SURVEY FOR THE CITY OF UNION
LAND FILL OPERATION. REFERENCE IS MADE
TO DEED BK. 97, P. 446 IN THE UNION COUNTY
OFFICE OF CLERK OF COURT.
SURVEYED 26 MAY - 1 JUNE, 1972. DAN E. COLLINS, RLS

PLAT REFERENCE:
DEED BK. G-25, P. 67



RESIDENTIAL APPRAISAL CARD

SOUTH CAROLINA

COUNTY UNION

CARD OF CARDS

The Union County
Recreation Commission

TAX MAP 94 - 0 - 0 - 43

DISTRICT SSED-17

DATE OF APPRAISAL

APPRaiser

TRANSFERRED FROM

Deed Book

Deed Page

Acres or Lots

Plat Book

Plat Page

Date of Sale

SALES PRICE

Clayton Tronshaw

1936

6

2.02

-

-

2/1/81

1,000.00

Owner's Name and Address

PROPERTY LOCATION

GENERAL DATA

COST DATA

MOBILE HOME

INCOME APPROACH

St. Rt. & No.

Economic Life

Land

Make

Model

Yr. Built

Condition

G. M. M.

Monthly Rental

Indicated Value

City

Condition

L. H.

Yr. Built

Condition

G. M. M.

Monthly Rental

Indicated Value

Subdivision

Annual Rent

Stamps

Size

G. M. M.

Monthly Rental

Indicated Value

Legal Description

Bldg. Permit

Old Map Ref.

File No.

G. M. M.

Monthly Rental

Indicated Value

STANDARD CLASSIFICATION

PROPERTY DATA

LAND CLASSIFICATION

NEIGHBORHOOD

TRANSPORTATION

LAND IMP.

UTILITIES

TOPOGRAPHY

LAND CLASS

NO. OF ACRES

VALUE PER ACRE

VALUE PER CLASS

Progressive

Paved Road

Buildings

Electricity

Level

Open Land

High

Low

Rolling

Swampy

Static

Earth Road

Pavement

Water

Gas

Fence

Landscaping

Sewer

All Utilities

Regressive

Railroad

Fence

Landscaping

Sewer

All Utilities

Old

Water

Landscaping

Sewer

All Utilities

New

Airport

Landscaping

Sewer

All Utilities

Number of Acres

Number of Lots

Number of Front Ft.

Per Acre Value

Per Lot Value

Per Front Ft. Value

Value for

Value for

Fr. Ft.

Value for

Fr. Ft.

Value for

Fr. Ft.

Value for

Fr. Ft.

Value for

Fr. Ft.

Value for

Fr. Ft.

Value for

Fr. Ft.

Returned Area

Per Front Ft. Value

Value for

Value for

Fr. Ft.

Value for

Fr. Ft.

Value for

Fr. Ft.

Value for

Fr. Ft.

Value for

Fr. Ft.

Value for

Fr. Ft.

Value for

Fr. Ft.

Value for

Fr. Ft.

Value for

Fr. Ft.

Legal Area

Value for

Value for

Fr. Ft.

Value for

Fr. Ft.

Value for

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Value for

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Value for

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Fr. Ft.

Value for

Fr. Ft.

Planimetered Area

Value for

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Fr. Ft.

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Value for

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Value for

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Fr. Ft.

Value for

Fr. Ft.

Value for

Fr. Ft.

Value for

Fr. Ft.

Value for

Fr. Ft.

Value for

Fr. Ft.

Total Land Value

Value for

Value for

Fr. Ft.

Value for

Fr. Ft.

Value for

Fr. Ft.

Value for

Fr. Ft.

Value for

Fr. Ft.

Value for

Fr. Ft.

Value for

Fr. Ft.

Value for

Fr. Ft.

Value for

Fr. Ft.

Value for

Fr. Ft.

ESTIMATED MARKET VALUE

Value for

Value for

Fr. Ft.

Value for

Fr. Ft.

Value for

Fr. Ft.

Value for

Fr. Ft.

Value for

Fr. Ft.

Value for

Fr. Ft.

Value for

Fr. Ft.

Value for

Fr. Ft.

Value for

Fr. Ft.

Value for

Fr. Ft.

Number

Acres or Lots

Improvement

Total

Cost Approach

Market Approach

Income Approach

Correlated Value

Assessed

%

Reviewed by

Date

Zoning

Remarks & Description

322

569

723

322

569

723

322

569

723

322

569

723

#1.10

DEED BOOK 193 PAGE 6

TITLE TO REAL ESTATE

State of South Carolina,

COUNTY OF UNION

FILED
FEB 13 1981
9:30 a
CLERK OF COURT
UNION COUNTY S.C.

Know All Men by These Presents, That Clayton Trantham



in the State aforesaid, for and in consideration of the

sum of One Thousand and no/100 (\$1,000.00) Dollars

to paid by The Union County Recreation Commission, as the governing body of the Union Recreation District, a Body Politic and created by Act No. 343 of the Acts and** in the State aforesaid the receipt of which is hereby acknowledged

have granted, bargained, sold and released, and by these presents do grant, bargain, sell and release unto the said

The Union County Recreation Commission, as the governing body of the Union Recreation District, a Body Politic, and created by Act No. 343 of the Acts and Joint Resolutions of the General Assembly of South Carolina for the year 1971, its successors and assigns forever:

All that certain piece, parcel or lot of land, lying being and situate south of the City of Union in the area known as the old county landfill site and containing 2.02 acres as shown on a plat prepared for the Union County Recreation Commission by Arbor Engineering, P. O. Box 263, Greenville, South Carolina, Engineers and Land Surveyors, dated September 29, 1980. Said plat being recorded in the Office of the Clerk of Court for Union County, South Carolina in Plat Book _____, page _____ and is incorporated herein by reference for a more complete and detailed description. Said property is bounded on the north and west by other land of the Union County Recreation Commission and is bounded on the south and east by land of Trantham, all as shown on said plat.

This is a portion of that property that was conveyed to Clayton Trantham and Charles E. Cathcart by deed from Jack Lyle, et al. recorded in Deed Book 160, page 64. Later Charles E. Cathcart conveyed his interest to Clayton Trantham by deed recorded in Deed Book 190, page 77 on September 11, 1978, thereby vesting full title in Clayton Trantham.

**Joint Resolutions of the General Assembly of South Carolina for the year 1971

STATE OF SOUTH CAROLINA,
UNION County.

PERSONALLY appeared before me Frankie Ivey

and made oath that (s)he saw the within-named Clayton Trantham
sign, seal and, as his act and deed, deliver the within-written Deed for the uses and purposes therein men-
tioned and that he, with William E. Whitney, Jr. witnessed the
execution thereof.

SWORN to before me this 11th

day of February, 19 81

Frankie Ivey (L.S.)
Notary Public of S. C.
My commission expires 6-17-83

STATE OF SOUTH CAROLINA,
Union County.

RENUNCIATION OF DOWER

I, Frankie Ivey, a Notary Public for South Carolina, do hereby certify
unto all whom it may concern, that Mrs. Ethel A. Trantham
the wife of the within-named Clayton Trantham
did this day appear before me, and upon being privately and separately examined by me, did declare that she does freely,
voluntarily and without any compulsion, dread, or fear of any person or persons whomsoever, renounce, release and for-
ever relinquish unto the within-named The Union County Recreation Commission, as the governing
body of the Union Recreation District, a Body Politic, and created by Act No. 343 of the
Acts and Joint Resolution of the General Assembly of South Carolina for the year 1971,
its successors and assigns forever

Apply all her interest and estate, and also all her right and claim of Dower of, in or to all and singular the premises
within mentioned and released.

Given under my Hand and Seal, this 11th

day of February

Anno Domini 19 81

Ethel A. Trantham (L.S.)
Notary Public of S. C.

My commission expires 1-22-84

STATE OF SOUTH CAROLINA
COUNTY OF UNION

RELEASE OF MORTGAGE LIEN

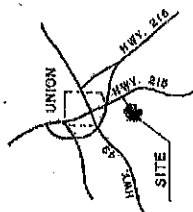
PERSONALLY appeared Mickey D. Perrin of First Nat. Bank of S. C. of Union, S. C.
and certifies the release and discharge of Lien on the within described property
from that certain mortgage in favor of First Nat. Bank of S. C. of Union, S. C.
from Clayton Trantham dated Sept. 14, 1978, in the original amount of
\$14,900.00 and appearing of record in the Clerk's Office, Union, S. C.
in Mortgage Book 171, page 320.

WITNESSES

[Signature]
[Signature]

FIRST NATIONAL BANK OF S. C.
BY: *Mickey D. Perrin*

FILED
The Union Co.
as the govern
District, a B
Clayton Trantham
MICROFILM
SYSTEMS



IDENTIFICATION

city. This is to certify that the bearings and distances, and of measurements, shown on this plat are correct, and that all right of way, easements, and encroachments, obvious and apparent from field observation of the subject property at the time of the survey are as shown.

2.2.2.4) This is to certify that the area of the subject property shown on this plat was computed by the coordinate method of area calculation and that this is a CLASS B survey.

5.5.3. The Department of Housing and Urban Development Flood Way Data for Greenville County shows this property () to be in a flood plain, () not to be in a flood plain, () location cannot be determined.



REG. NUMBER 7261 SIGNATURE DATE 2/20/71

5
W
C
22
G
OC
14
14
02

[illegible]

**PROPERTY SURVEY FOR
UNION COUNTY RECREATION
COMMISSION**

UNION COUNTY LANDFILL SITE
SOUTH CAROLINA

GRAPHIC SCALE: 0 100 200

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RESEARCH DRAWN	CHECK	DATE	SCALE
----------------	-------	------	-------

TAG	WNS	WNS	29 SEPT 80	1° = 100'
-----	-----	-----	------------	-----------

FILE	FIELD WORK BY	JOB NO.
------	---------------	---------

151-10008
H8-22-541
TAG-CG-BH

ARBOR ENGINEERING

31 JAN 68 09 06 P

SEBASTIAN VINCE - DECEASED

MAR 6 1970

LANDSCAPE ARCHITECTS ENGINEERS LAND SURVEYORS

Union County, SC

Summary

Parcel Number 094-00-00-003 000
 Tax District County (District 17)
 Location Address 387 HAWTHORNE ROAD
 Tax Bill <https://uniontreasurer.gpaybill.com>
 Class Code (NOTE: Not Zoning Info) GX
 Acres 0.00
 Description 387 HAWTHORNE ROAD
 Legal Information SOFTBALL COMPLEX OLD CITY DUMP
 Record Type
 Town Code / Neighborhood
 Owner Occupied

[View Map](#)

Owners

UNION COUNTY
 210 W MAIN STREET
 UNION SC
 29379

Sales Information

Sale Date	Price	Deed Book	Plat Book	Grantor
1/12/2010	\$5	0240 0248	0019 0109	CITY OF UNION
3/16/1949	Not Available	91 446	Not Available	Not Available

[Search Sale Deeds Here](#)

An account is required to access the site but the information is free.

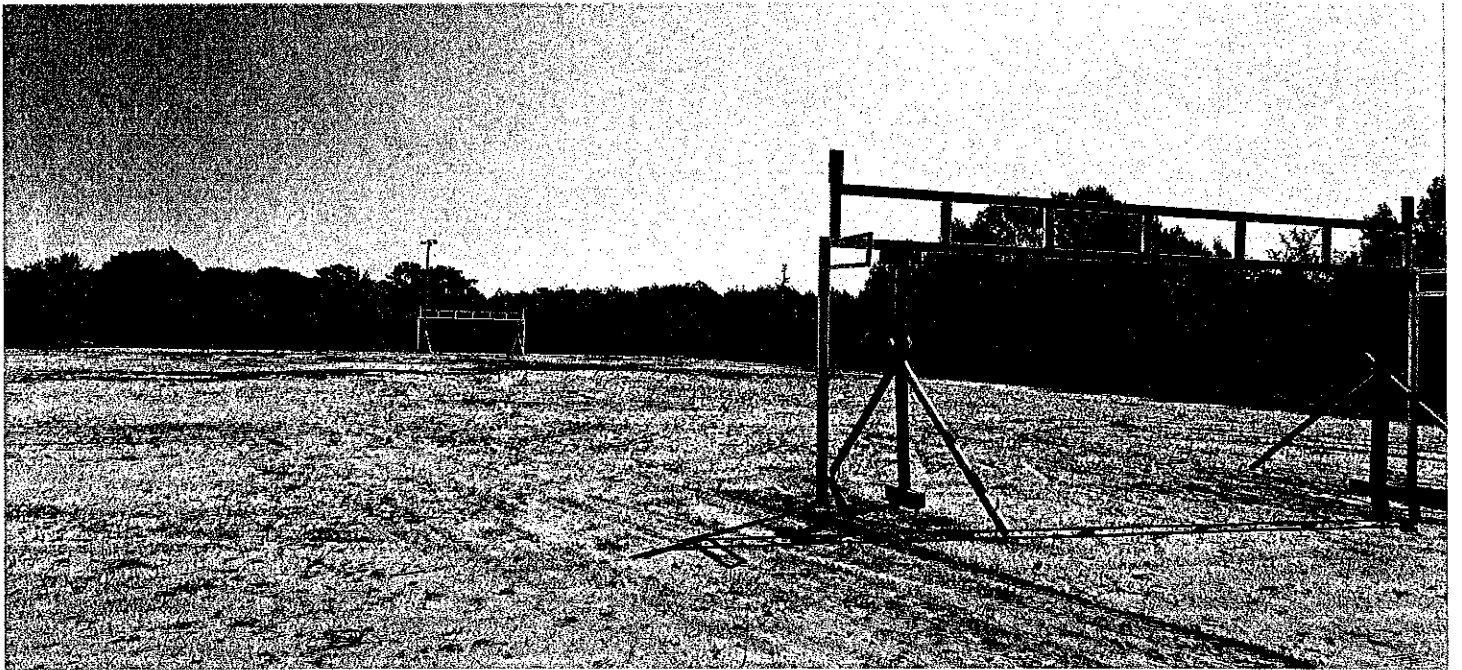
No data available for the following modules: 2023 Value Information, Building Information, Mobile Home Information, Lot Size Information (Dimensions in Feet).

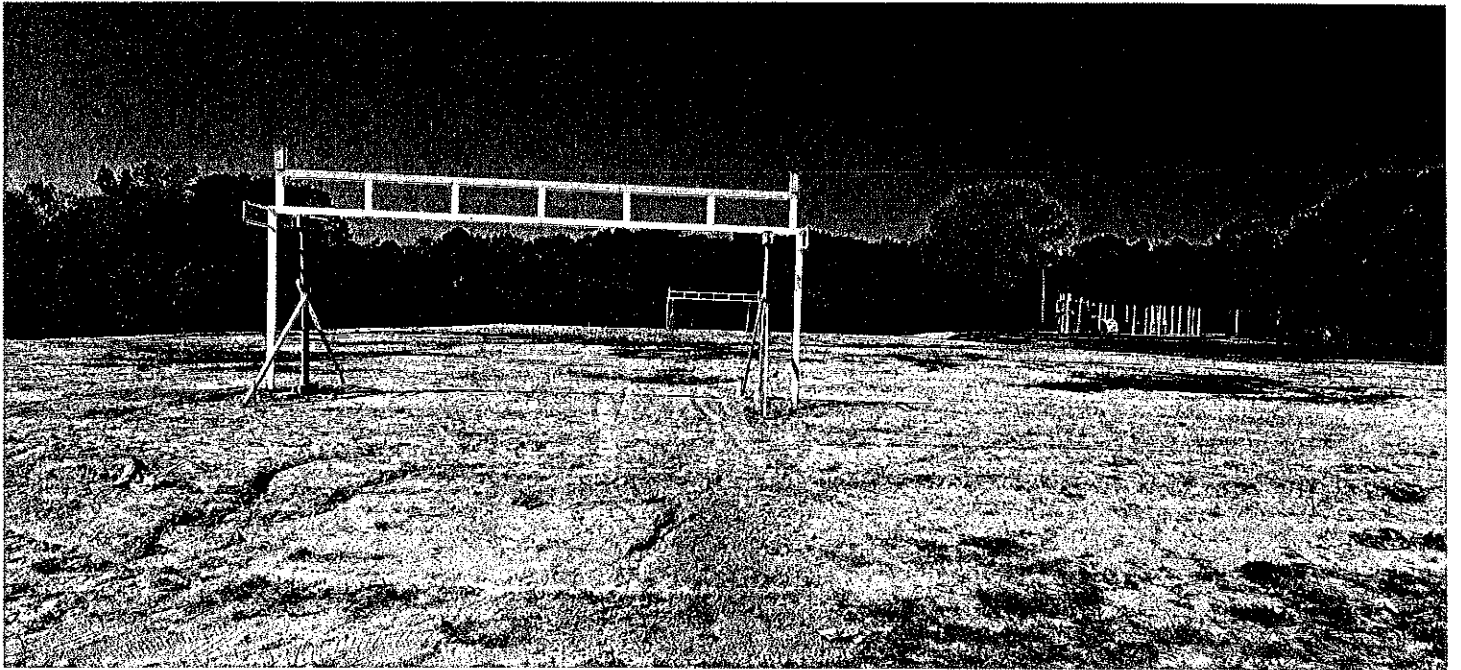
The Union County Tax Assessor's Office makes every effort to produce the most accurate information possible. No warranties, expressed or implied, are provided for the data herein, its use or interpretation.

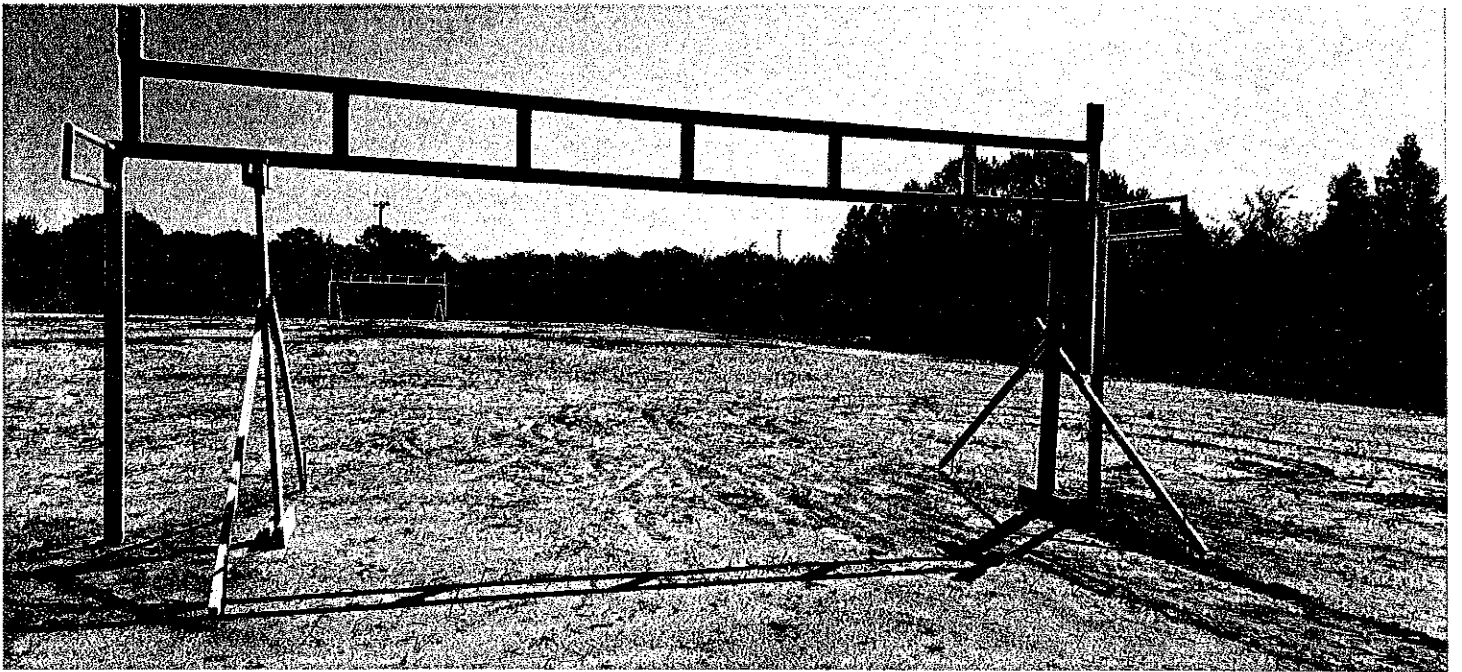
[User Privacy Policy](#) | [GDPR Privacy Notice](#)
 Last Data Upload: 10/4/2024, 6:06:39 PM

[Contact Us](#)

Developed by
 **SCHNEIDER**
 GEOSPATIAL

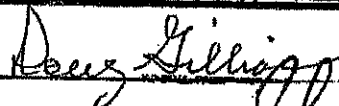









ENDORSEMENT FORM

ENDORSEMENT: (*Signatories combined weight factor must be greater than 50% for the above-mentioned county. Applications cannot be processed without weight factor listed.*)

NAME (type or print)	SIGNATURE	WEIGHT FACTOR
Rep. Doug Gilliam		50 %
Sen. Shane Martin		31.51 %
Sen. Harvey Peeler, Jr.		9.10 %
Sen. Ronnie Cromer		9.38 %
		%
		%
		%
		%
		%

(Form must be completed, signed and returned to us WITH the application. Applications **cannot** be processed without this signed and dated form.)

SOUTH CAROLINA DEPARTMENT OF PARKS, RECREATION & TOURISM
PARK AND RECREATION DEVELOPMENT FUND

HISTORICAL SIGNIFICANCE CERTIFICATION FORM

AGENCY NAME: Union County Parks and Recreation

PROJECT NAME: South Hills Sports Complex Improvements

I hereby certify that the above named project:

(Select One)

X Will Not Have an impact on existing or potentially eligible National Register site(s).

 Will Have an impact on existing or potentially eligible National Register site(s).
Please explain:

Kathy Jo Lancaster
PRINTED NAME

Director, Union County Community Development
TITLE



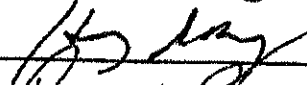
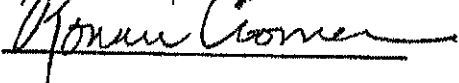
Kathy Jo Lancaster
SIGNATURE

September 19, 2024
DATE

(Form must be completed, signed and returned to us WITH the application.
Applications **cannot** be processed without this signed and dated form.)

ENDORSEMENT FORM

ENDORSEMENT: (*Signatories combined weight factor must be greater than 50% for the above-mentioned county. Applications cannot be processed without weight factor listed.*)

NAME (type or print)	SIGNATURE	WEIGHT FACTOR
Rep. Doug Gilliam		50 %
Sen. Shane Martin		31.51 %
Sen. Harvey Peeler, Jr.		9.10 %
Sen. Ronnie Cromer		9.38 %
		%
		%
		%
		%
		%

(Form must be completed, signed and returned to us WITH the application. Applications **cannot** be processed without this signed and dated form.)

FIPS	County	District	District Population	County_Pop	Senate WV	
087	Union	HD-042	27,244	27244	0.5	Rep. Gilliam
087	Union	SD-13	17,170	27244	0.315115255	Sen. Martin
087	Union	SD-14	4,960	27244	0.091029217	Sen. Peeler
087	Union	SD-18	5,114	27244	0.093855528	Sen. Cromer
			27,244		1	



south carolina
DEPARTMENT of PUBLIC SAFETY
PROTECT. EDUCATE. SERVE.

Office of Highway Safety
and Justice Programs

10311 WILSON BLVD.
BLYTHEWOOD, SC 29016

October 9, 2024

Sheriff Jeff Bailey
Union County Sheriff's Office
PO Box 971
Union, South Carolina 29379

Dear Sheriff Bailey:

I am pleased to provide you with a Grant Award in the amount of \$29,144.53 for Body-Worn Camera (BWC)-related maintenance and/or storage costs, tax and/or shipping costs. This funding is being provided pursuant to SC Code of Laws §23-1-240 and may be applied to the initial purchase or reimbursement of expenditures as indicated in your agency's BWC Request for Financial Support document. To complete the contract for this award, it is necessary for you, as the Official Authorized to Sign, to return the signed Grant Award within 30 days from the date of this notification.

The Office of Highway Safety and Justice Programs (OHSJP) offers awardees the option to use electronic or digital signatures to execute OHSJP award documents. The signed Grant Award document affirms your acceptance of the award and your understanding of the special conditions for receiving and using the funds. Your signed documents can be emailed to JohnAPrice@SCDPS.gov, or mailed to the address below:

South Carolina Department of Public Safety
Office of Highway Safety and Justice Programs
ATTN: Mr. Johnny Price
Post Office Box 1993
Blythewood, South Carolina 29016

Thank you for your prompt attention to this matter. Should you have any questions, please do not hesitate to contact Mr. Johnny Price, who serves as our BWC Grant Program Coordinator, at 803-896-7789. Congratulations on your agency's award! Our staff looks forward to working with you.

Sincerely,

Phil Riley
Director

cc: Johnny Price

Attachments

SOUTH CAROLINA DEPARTMENT OF PUBLIC SAFETY
OFFICE OF HIGHWAY SAFETY AND JUSTICE PROGRAMS
P. O. BOX 1993
BLYTHEWOOD, SOUTH CAROLINA 29016

BODY-WORN CAMERA GRANT PROGRAM

GRANT AWARD

Award Recipient: Union County Sheriff's Office

Date of Award: October 9, 2024

Amount of Award: \$29,144.53

Pursuant to the SC Code of Laws §23-1-240, the South Carolina Public Safety Coordinating Council (SCPSCC) has been given oversight of the funding and disbursement of the "Body-Worn Cameras (BWC) Fund." The legislation states that the SCPSCC "...shall oversee the fund...and disburse the funds in a fair and equitable manner, taking into consideration priorities in funding." In accordance with the above, your agency is being awarded funding to be used for the purchase body-worn camera (BWC)-related maintenance, and/or storage costs, tax and/or shipping costs.


This agreement shall become effective as of the Date of Award, contingent upon the return of this form to the Office of Highway Safety and Justice Programs, signed by the Chief/Sheriff/Director (Official Authorized to Sign) in the space provided below. This award must be returned to the Office of Highway Safety and Justice Programs within 30 days of the Date of Award.

ACCEPTANCE FOR THE SUBGRANTEE

ACCEPTANCE FOR THE SEA



Signature of Official Authorized to Sign



Phil Riley, Director
Office of Highway Safety and Justice Programs

THIS AWARD IS SUBJECT TO THE ATTACHED SPECIAL CONDITIONS.

**BODY-WORN CAMERA GRANT PROGRAM
GRANT AWARD SPECIAL CONDITIONS**

AWARDED AGENCY: Union County Sheriff's Office

AWARD DATE: October 9, 2024

AUTHORIZED SIGNATURE ON THE BODY-WORN CAMERAS (BWC) GRANT AWARD DOCUMENT IS INDICATIVE OF THE AWARDED AGENCY UNDERSTANDING AND AGREEING TO THE STATED CONDITIONS BELOW.

* * * * *

- 1) This award is contingent upon approval and availability of funds from the state funding source.
- 2) **Your agency can only use the awarded funds as follows: \$27,967.28 for BWC-related maintenance and/or storage costs; \$1,177.25 for tax costs.**
- 3) Documentation of purchases for BWC-related equipment and BWC-related maintenance and/or storage, whether initial purchase or reimbursement, must be submitted, after all items have been ordered, received, and paid, to the Office of Highway Safety and Justice Programs (OHSJP) as soon as possible. Documentation must demonstrate clearly that any and all procurement procedures operative within your agency have been followed.
- 4) Funds awarded to the agency may only be used for the intended purpose (i.e., purchase of BWC-related equipment, and BWC-related maintenance and/or storage costs) of the award. Funds awarded will be monitored by the awarding agency.
- 5) Any proceeds received from the disposal of previously purchased body-worn cameras and/or equipment (i.e., sale or trade-in agreements) must be used for the agency's Body-Worn Camera Program.
- 6) Any and all items purchased with BWC Grant Program funds not authorized for the BWC Grant Program will be the responsibility of the awarded agency.
- 7) The signed BWC Grant Program Cash Award document may be mailed to the OHSJP, or emailed to Johnny Price at JohnAPrice@SCDPS.gov within 30 days of the Date of Award specified on the Cash Award document.
- 8) Funds shall not be used to purchase printers or laptops.

* * * * *

FOR OHSJP USE ONLY

* * * * *

Cleared by: _____

Date: _____



Axon Enterprise, Inc.
17800 N 85th St
Scottsdale, Arizona 85255
United States
VAT: 86-0741227
Domestic: (800) 978-2737
International: +1.800.978.2737

Q-514563-45238.579MB

Issued: 11/03/2023

Quote Expiration: 11/10/2023

Estimated Contract Start Date: 12/01/2023

Account Number: 302592

Payment Terms: N30

Delivery Method:

SHIP TO	BILL TO	SALES REPRESENTATIVE	PRIMARY CONTACT
Delivery-220 W Main St 220 W Main St Union, SC 29379-2215 USA	Union County Sheriff's Office - SC 210 W Main St Union SC 29379-2215 USA Email:	Rachel Gerhanson Phone: Email: rgerhanson@axon.com Fax:	Wes Foster Phone: 8642518076 Email: wfoster@countyofunion.com Fax: (864) 429-1628

Quote Summary

Program Length	60 Months
TOTAL COST	\$182,114.64
ESTIMATED TOTAL W/ TAX	\$190,606.17

Discount Summary

Average Savings Per Year	\$10.56
TOTAL SAVINGS	\$62,880

Payment Summary

Date	Subtotal	Tax	Total
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Payment Summary

Date	Subtotal	1st	Total
Nov 2023	\$70,445.52	\$3,783.50	\$74,234.02
Nov 2024	\$27,967.28	\$1,177.25	\$29,144.53
Nov 2025	\$27,967.28	\$1,177.25	\$29,144.53
Nov 2026	\$27,967.28	\$1,177.25	\$29,144.53
Nov 2027	\$27,767.28	\$1,170.28	\$28,937.56
Total	\$182,114.64	\$8,395.58	\$190,510.22

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Quote List Price:
Quote Subtotal:

\$182,167.44
\$182,114.64

Item	Description	Item	Qty	List Price	Net Price	Subtotal	Tax	Total
AB4 Camera Bundle								
11508	MOLLE MOUNT, DOUBLE, AXON RAPIDLOCK		40	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
100147	AXON BODY 4 - NA - US FIRST RESPONDER - BLK - RAPIDLOCK		1	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
100466	USB-C to USB-C CABLE FOR AB4		40	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
100147	AXON BODY 4 - NA - US FIRST RESPONDER - BLK - RAPIDLOCK		36	\$846.00	\$846.00	\$30,564.00	\$2,139.48	\$32,703.48
100942	EXT WARRANTY, BODY 4 CAMERA		1	\$691.39	\$691.39	\$691.39	\$48.39	\$739.78
100942	EXT WARRANTY, BODY 4 CAMERA		36	\$691.39	\$691.39	\$24,890.04	\$1,742.30	\$26,632.34
AB4 Multi-Bay Dock Bundle								
71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK		1	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
100943	EXT WARRANTY, AXON BODY 4 EIGHT BAY DOCK		1	\$1,087.31	\$1,087.31	\$1,087.31	\$76.11	\$1,163.42
100206	AXON BODY 4 - 8 BAY DOCK		1	\$1,595.00	\$1,595.00	\$1,595.00	\$111.65	\$1,706.65
70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK		1	\$43.90	\$43.90	\$43.90	\$3.08	\$46.98
Basic License Bundle								
73640	EVIDENCE.COM BASIC ACCESS LICENSE		32	\$976.20	\$975.00	\$31,200.00	\$2,184.00	\$33,384.00
73683	10 GB EVIDENCE.COM A-LA-CART STORAGE		32	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Pro License Bundle								
73683	10 GB EVIDENCE.COM A-LA-CART STORAGE		12	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
73746	PROFESSIONAL EVIDENCE.COM LICENSE		4	\$2,538.50	\$2,535.00	\$10,140.00	\$709.80	\$10,849.80
Individual Items								
80146	VIRTUAL BODYCAM STARTER		1	\$1,575.00	\$1,575.00	\$1,575.00	\$0.00	\$1,575.00
79999	AUTO TAGGING / PERFORMANCE IMPLEMENTATION SERVICE		1	\$3,000.00	\$3,000.00	\$3,000.00	\$0.00	\$3,000.00
73682	AUTO TAGGING LICENSE		36	\$585.60	\$585.60	\$21,081.60	\$1,475.72	\$22,557.32
73686	EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE		36	\$1,562.40	\$1,562.40	\$56,246.40	\$0.00	\$56,246.40
Total						\$182,114.64	\$3,890.53	\$186,005.17

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
AB4 Camera Bundle	100147	AXON BODY 4 - NA - US FIRST RESPONDER - BLK - RAPIDLOCK	36	11/01/2023	
AB4 Camera Bundle	100147	AXON BODY 4 - NA - US FIRST RESPONDER - BLK - RAPIDLOCK	1	11/01/2023	
AB4 Camera Bundle	100466	USB-C to USB-C CABLE FOR AB4	40	11/01/2023	
AB4 Camera Bundle	11508	MOLLE MOUNT, DOUBLE, AXON RAPIDLOCK	40	11/01/2023	
AB4 Multi Bay Dock Bundle	100206	AXON BODY 4 - 8 BAY DOCK	1	11/01/2023	
AB4 Multi Bay Dock Bundle	70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	1	11/01/2023	
AB4 Multi Bay Dock Bundle	71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK	1	11/01/2023	

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Basic License Bundle	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	32	12/01/2023	11/30/2028
Basic License Bundle	73640	EVIDENCE.COM BASIC ACCESS LICENSE	32	12/01/2023	11/30/2028
Pro License Bundle	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	12	12/01/2023	11/30/2028
Pro License Bundle	73746	PROFESSIONAL EVIDENCE.COM LICENSE	4	12/01/2023	11/30/2028
A la Carte	73682	AUTO TAGGING LICENSE	36	12/01/2023	11/30/2028
A la Carte	73686	EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE	36	12/01/2023	11/30/2028

Services

Bundle	Item	Description	QTY
A la Carte	79699	AUTO TAGGING / PERFORMANCE IMPLEMENTATION SERVICE	1
A la Carte	80146	VIRTUAL BODYCAM STARTER	1

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
AB4 Camera Bundle	100942	EXT WARRANTY, BODY 4 CAMERA	36	11/01/2024	11/30/2028
AB4 Camera Bundle	100942	EXT WARRANTY, BODY 4 CAMERA	1	11/01/2024	11/30/2028
AB4 Multi Bay Dock Bundle	100943	EXT WARRANTY, AXON BODY 4 EIGHT BAY DOCK	1	11/01/2024	11/30/2028

Payment Details

Nov 2023

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
BWC Costs Alone	100147	AXON BODY 4 - NA - US FIRST RESPONDER - BLK - RAPIDLOCK	1	\$0.00	\$0.00	\$0.00
BWC Costs Alone	100147	AXON BODY 4 - NA - US FIRST RESPONDER - BLK - RAPIDLOCK	36	\$30,564.00	\$2,139.48	\$32,703.48
BWC Maintenance - Year 1	100942	EXT WARRANTY, BODY 4 CAMERA	1	\$170.10	\$11.91	\$182.01
BWC Maintenance - Year 1	100942	EXT WARRANTY, BODY 4 CAMERA	36	\$6,123.54	\$428.65	\$6,552.19
BWC Maintenance - Year 1	100943	EXT WARRANTY, AXON BODY 4 EIGHT BAY DOCK	1	\$267.50	\$18.72	\$286.22
BWC Maintenance - Year 1	73682	AUTO TAGGING LICENSE	36	\$5,186.57	\$363.06	\$5,549.63
BWC Maintenance - Year 1	73746	PROFESSIONAL EVIDENCE.COM LICENSE	4	\$2,494.68	\$174.63	\$2,669.31
BWC Maintenance - Year 1	73840	EVIDENCE.COM BASIC ACCESS LICENSE	32	\$7,675.95	\$537.32	\$8,213.27
BWC Storage - Year 1	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	12	\$0.00	\$0.00	\$0.00
BWC Storage - Year 1	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	32	\$0.00	\$0.00	\$0.00
BWC Storage - Year 1	73686	EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE	36	\$11,749.28	\$0.00	\$11,749.28
BWC Supporting Item Costs	100206	AXON BODY 4 - 8 BAY DOCK	1	\$1,595.00	\$111.65	\$1,706.65
BWC Supporting Item Costs	100466	USB-C TO USB-C CABLE FOR AB4	40	\$0.00	\$0.00	\$0.00
BWC Supporting Item Costs	11508	MOLLE MOUNT, DOUBLE, AXON RAPIDLOCK	40	\$0.00	\$0.00	\$0.00
BWC Supporting Item Costs	70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	1	\$43.90	\$3.08	\$46.98
BWC Supporting Item Costs	71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK	1	\$0.00	\$0.00	\$0.00
Uplift PSO	79399	AUTO TAGGING / PERFORMANCE IMPLEMENTATION SERVICE	1	\$3,000.00	\$0.00	\$3,000.00
Uplift PSO	80146	VIRTUAL BODYCAM STARTER	1	\$1,575.00	\$0.00	\$1,575.00
Total				\$70,445.92	\$3,781.50	\$74,227.42

Nov 2024

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
BWC Maintenance - Year 2	100942	EXT WARRANTY, BODY 4 CAMERA	1	\$130.52	\$9.13	\$139.65
BWC Maintenance - Year 2	100942	EXT WARRANTY, BODY 4 CAMERA	36	\$4,698.61	\$328.90	\$5,027.51
BWC Maintenance - Year 2	100943	EXT WARRANTY, AXON BODY 4 EIGHT BAY DOCK	1	\$205.26	\$14.37	\$219.63
BWC Maintenance - Year 2	73682	AUTO TAGGING LICENSE	36	\$3,979.67	\$278.58	\$4,258.25
BWC Maintenance - Year 2	73746	PROFESSIONAL EVIDENCE.COM LICENSE	4	\$1,914.18	\$133.99	\$2,048.17
BWC Maintenance - Year 2	73840	EVIDENCE.COM BASIC ACCESS LICENSE	32	\$5,889.76	\$412.28	\$6,302.04
BWC Storage - Year 2	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	12	\$0.00	\$0.00	\$0.00
BWC Storage - Year 2	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	32	\$0.00	\$0.00	\$0.00
BWC Storage - Year 2	73686	EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE	36	\$11,149.28	\$0.00	\$11,149.28
Total				\$27,967.28	\$1,612.26	\$29,579.54

Nov 2025

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
BWC Maintenance - Year 3	100942	EXT WARRANTY, BODY 4 CAMERA	1	\$130.52	\$9.13	\$139.65
BWC Maintenance - Year 3	100942	EXT WARRANTY, BODY 4 CAMERA	36	\$4,698.61	\$328.90	\$5,027.51
BWC Maintenance - Year 3	100943	EXT WARRANTY, AXON BODY 4 EIGHT BAY DOCK	1	\$205.26	\$14.37	\$219.63
BWC Maintenance - Year 3	73682	AUTO TAGGING LICENSE	36	\$3,979.67	\$278.58	\$4,258.25
BWC Maintenance - Year 3	73746	PROFESSIONAL EVIDENCE.COM LICENSE	4	\$1,914.18	\$133.99	\$2,048.17
BWC Maintenance - Year 3	73840	EVIDENCE.COM BASIC ACCESS LICENSE	32	\$5,889.76	\$412.28	\$6,302.04
BWC Storage - Year 3	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	12	\$0.00	\$0.00	\$0.00

Nov 2025

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
BWC Storage - Year 3	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	32	\$0.00	\$0.00	\$0.00
BWC Storage - Year 3	73686	EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE	36	\$11,149.28	\$0.00	\$11,149.28
Total				\$27,967.28	\$14,172.25	\$29,144.53

Nov 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
BWC Maintenance - Year 4	100942	EXT WARRANTY, BODY 4 CAMERA	1	\$130.52	\$9.13	\$139.65
BWC Maintenance - Year 4	100942	EXT WARRANTY, BODY 4 CAMERA	36	\$4,698.61	\$328.90	\$5,027.51
BWC Maintenance - Year 4	100943	EXT WARRANTY, AXON BODY 4 EIGHT BAY DOCK	1	\$205.26	\$14.37	\$219.63
BWC Maintenance - Year 4	73682	AUTO TAGGING LICENSE	36	\$3,979.67	\$278.58	\$4,258.25
BWC Maintenance - Year 4	73746	PROFESSIONAL EVIDENCE.COM LICENSE	4	\$1,914.18	\$133.99	\$2,048.17
BWC Maintenance - Year 4	73840	EVIDENCE.COM BASIC ACCESS LICENSE	32	\$5,889.76	\$412.28	\$6,302.04
BWC Storage - Year 4	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	32	\$0.00	\$0.00	\$0.00
BWC Storage - Year 4	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	32	\$0.00	\$0.00	\$0.00
BWC Storage - Year 4	73686	EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE	36	\$11,149.28	\$0.00	\$11,149.28
Total				\$27,967.28	\$14,172.25	\$29,144.53

Nov 2027

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
BWC Maintenance - Year 5	100942	EXT WARRANTY, BODY 4 CAMERA	1	\$129.74	\$9.09	\$138.83
BWC Maintenance - Year 5	100942	EXT WARRANTY, BODY 4 CAMERA	36	\$4,670.67	\$326.95	\$4,997.62
BWC Maintenance - Year 5	100943	EXT WARRANTY, AXON BODY 4 EIGHT BAY DOCK	1	\$204.04	\$14.28	\$218.32
BWC Maintenance - Year 5	73682	AUTO TAGGING LICENSE	36	\$3,956.01	\$276.92	\$4,232.93
BWC Maintenance - Year 5	73746	PROFESSIONAL EVIDENCE.COM LICENSE	4	\$1,902.79	\$133.20	\$2,035.99
BWC Maintenance - Year 5	73840	EVIDENCE.COM BASIC ACCESS LICENSE	32	\$5,854.75	\$409.84	\$6,264.59
BWC Storage - Year 5	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	32	\$0.00	\$0.00	\$0.00
BWC Storage - Year 5	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	32	\$0.00	\$0.00	\$0.00
BWC Storage - Year 5	73686	EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE	36	\$11,049.28	\$0.00	\$11,049.28
Total				\$27,767.28	\$1,170.28	\$28,937.56

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at www.axon.com/legal/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

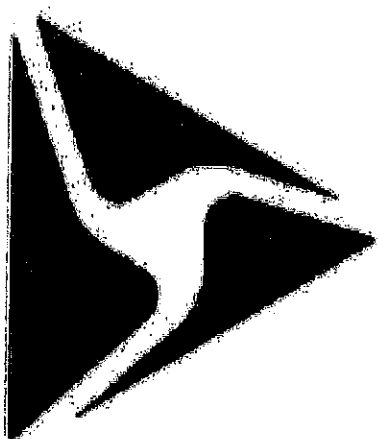
Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Signature *John Buck*

11/8/2023

Date Signed 11/8/23



Quote



P3 RF Engineering llc
165 BellePlaine Dr.
Goose Creek, SC 29445
843.532.3028

Date: 08/30/2024
Quote No.: 10034

Bill To:
Nick Mabry (Project Manager)
Union County Detention Center
1657 Jonesville Hwy
Union, SC

Ship To:

Qty	Item	Description	Unit Price	TAX %	Total
1	Bi-Directional Amplifier	Comba 700/800mhz 2 watt 120v Class A BDA	\$13,174.00	0%	\$13,174.00
1	24hr power backup	battery ups	\$8,674.00	0%	\$8,674.00
16	indoor omni-directional Antenna	136-980mhz wideband low profile antenna	\$210.00	0%	\$3,360.00
15	Bi-directional couplers	Passive interconnect and interface Attenuators	\$150.00	0%	\$2,250.00
1	Donor Antenna	698-2700 10dbi wideband yagi antenna	\$363.00	0%	\$363.00
20	labor	Engineering Design Installation (Integration)	\$65.00	0%	\$1,300.00
1	Misc	travel/consumables	\$1,000.00	0%	\$1,000.00

Subtotal \$30,121.00
Sales Tax \$0.00
Total \$30,121.00

Please contact us for more information about payment options.

Thank you for your business.

Kindra Horne

From: Phillip Russell
Sent: Wednesday, October 2, 2024 2:49 PM
To: Kindra Horne; Rusty Snider; Tiffany Jackson; Kevin C. Shropshire; Jeff Bailey; Eric Harold; Ann H. Boggs
Subject: Fwd: FEMA Check List
Attachments: image001.png; image002.jpg; icf-disaster-checklist.pdf

Please see the attached, and pass on to others in our organization you think needs to know!

Sent from my iPhone

We understand that the days and weeks following Hurricane Helene are incredibly challenging for your community/utility. A Major Disaster Declaration has now been issued for South Carolina, unlocking federal funding for emergency and permanent work through FEMA's Public Assistance (PA) Program.

For several years, KCI has proudly partnered with ICF to provide expert consulting for FEMA financial recovery services. As your partner, KCI brings an intimate understanding of your community/service area, allowing us to help restore your assets and facilities to their pre-disaster condition or a more resilient version. ICF is widely recognized for its expertise in FEMA PA requirements and the critical role of thorough documentation, using advanced technology to streamline the data collection and documentation process.

To assist in your recovery, we've attached a sample checklist to help guide your efforts. However, here are three key actions to prioritize:

1. Open a dedicated work order for all storm-related activities. This ensures that all storm-related expenditures are tracked separately from daily operations.
2. Take detailed photos of all damages before making any repairs.
3. Track all labor, equipment usage (including the equipment operator), and materials used in the preparation, response, and recovery phases.

We are closely monitoring updates from FEMA and SCEMD regarding scheduled briefings, as well as the submission timeline for the Request for Public Assistance (the crucial first step toward securing federal funding), and we will keep you informed every step of the way.

In addition, we will be hosting a town hall-style meeting for our clients this Friday, October 4th, at 11 a.m., and you will be receiving an invitation shortly. Should you require immediate assistance regarding your recovery, please don't hesitate to contact me.

Thanks,

Clay M. Helms, P.E. (NC, SC)

Sr. Project Manager

KCI TECHNOLOGIES INC.

101 N. Pine St., Suite 410, Spartanburg, SC 29302

clay.helms@kci.com

o: 864.269.0890

www.kci.com

→ Prepare, respond, and recover



Preparation for an unplanned event, whether it's man-made or a natural disaster, is essential to protecting lives and property. With hurricane season upon us, there is no better time than now to make sure that your organization is ready. Below is a list of tasks that will assist your preparation for, response to, and recovery from unforeseen events.

Communication plan

Internal communication plan

- ☐ Confirm internal chain of command
- ☐ Obtain current contact information for all staff members
- ☐ Create a phone tree that allows for quick dissemination of information
- ☐ Identify and communicate a contact list of essential personnel, including disaster recovery contractors and alternates
- ☐ Develop a phone alert automated notification system that includes confirmation of a person's safety
- ☐ Consider purchasing satellite capable and/or battery-operated phones
- ☐ Develop a standard response for staff should they be contacted by the media
- ☐ Assign a person as authorized to respond to media requests

External communication plan

- ☐ Identify relevant key stakeholders to notify in the event of a disaster
- ☐ Obtain current contact information for all key stakeholders
- ☐ Obtain current contact list of community partners and emergency support agencies
- ☐ Consider alternate community partners list in the event current partners are not accessible
- ☐ Create a phone tree that allows for quick dissemination of information
- ☐ Develop a Public Relations Media Release regarding service impact and advise the public of the person responsible for addressing media questions

- ☐ Consider a means of communication for family members (if applicable) to determine the safety of their impacted relatives such as a hotline or website

Protection of life

- ☐ Identify a place where employees are safe to shelter (internal or external to the building) for a potentially extended period
- ☐ Ensure emergency evacuation plans are well publicized, accessible, and practiced
- ☐ Consider a pre-positioned transportation contract to assist with moving staff and others to a safe location
- ☐ Retain an emergency supply of food, water, first-aid, blankets, flashlights, and battery-operated phones
- ☐ Determine how your staff will be paid (including where payroll data will be stored and able to be accessed should critical infrastructures—such as internet and phone service—be impacted)
- ☐ Consider alternate sheltering options to support staff impacted by the disaster
- ☐ Consider purchasing or renting a generator to assist with electrical outages

Protection of assets

- ☐ Retain a current list of all assets with their physical locations, GPS coordinates, values, including details regarding prior federal funding assistance on any buildings, contents, equipment, automobiles
- ☐ Retain current interior and exterior photos of each building
- ☐ Store any outdoor movable items or equipment in an enclosed area (if there's enough advance notice)
- ☐ Retain a back-up of critical business information in the cloud
- ☐ Board any windows or doors, as appropriate

Prepare, respond, and recover

- ☐ Confirm that HVAC, roof vents, and roofs are in generally good condition
- ☐ Move valuables that are stored on lower levels to higher ground and away from doors and windows (e.g., important records should not be stored in a basement or below sea level)

Insurance considerations

- ☐ Review your insurance policy annually to understand the coverage provided. This should include a review of the valuation method, and a determination of whether or not business interruption and extra expense coverage is provided, in order to make certain that building and content values are current
- ☐ Know how to reach your insurance broker/agent immediately after the event
- ☐ Assess whether or not you have adequate coverage for flood, including consideration of coverage available through the National Flood Insurance Program
- ☐ Assess whether or not you have adequate coverage for other catastrophic perils, including but not limited to named storm and earthquake coverage
- ☐ Assess whether or not you have adequate coverage to comply with FEMA's Obtain and Maintain regulations for those buildings that have received prior funding through FEMA's Public Assistance Program
- ☐ Contact your insurance broker/agent before construction begins on any owned buildings as these buildings will be extremely vulnerable to damage and loss in the event of a disaster

FEMA documentation that may be required (not all-inclusive list)

- ☐ Procurement policy
- ☐ Payroll policy (if claiming Force Account Labor)
- ☐ Executed contracts
- ☐ Insurance policy with schedule of property and limits
- ☐ Building maintenance records
- ☐ Asset inventory
- ☐ List of impacted facilities
- ☐ Type of loss (wind, flood, earthquake, etc.)
- ☐ Costs incurred in the emergency period (e.g., generator rentals)

- ☐ Debris clean-up (be sure to follow the federal guidelines)
- ☐ Force Account Labor records*
- ☐ Force Account Equipment records**





*Force Account Labor: the use of your employees to perform emergency and/or permanent work. Document the employee, rate of pay, hours worked, and scope of work.

**Force Account Equipment: the use of your equipment to perform emergency and/or permanent work. Document the employee, the equipment used, hours worked, and scope of work.

General considerations

- ☐ Develop a disaster and business continuity plan that identifies specific events and the steps that your organization should take to respond and recover
- ☐ Identify the hardware, software, space, and other resources that each area of your facility requires to remain operational
- ☐ Ensure individual staff members are trained on what to do during a disaster
- ☐ Consider reciprocal agreements with other organizations that may be able to offer temporary relocation space
- ☐ Consider community partnership agreements with non-profit agencies that may be able to offer food, clothing, medical, and other essential emergency supplies
- ☐ Consider pre-positioned contracts with vendors who can offer emergency restoration support such as tarping, water extraction, moisture testing, tear-out of wet drywall, and disaster management consulting
- ☐ Establish the location where critical staff should report to work each day
- ☐ Store information on the cloud and not on a desktop computer

Learn more at
icf.com/work/disaster-management

-  twitter.com/ICF
-  linkedin.com/company/icf-international
-  facebook.com/ThisIsICF
-  [#thisisicf](https://www.instagram.com/thisisicf)



STATE OF SOUTH CAROLINA)	
)	RESOLUTION NO. _____
COUNTY OF UNION)	

A RESOLUTION

DECLARING THE RESULTS OF A REFERENDUM HELD ON NOVEMBER 5, 2024, ON THE QUESTION OF WHETHER THE SANTUC FIRE DISTRICT IN UNION COUNTY, SOUTH CAROLINA, SHALL BE AUTHORIZED TO ISSUE NOT EXCEEDING \$500,000 GENERAL OBLIGATION BONDS

BE IT RESOLVED BY THE COUNTY COUNCIL OF UNION COUNTY, SOUTH CAROLINA, AS FOLLOWS:

SECTION 1. The County Council (the "County Council"), as the governing body of Union County, South Carolina (the "County"), hereby finds and determines:

(a) By Ordinance No. 397 enacted by the County Council on July 9, 2024, entitled: "AN ORDINANCE ORDERING A REFERENDUM IN THE SANTUC FIRE DISTRICT IN UNION COUNTY, SOUTH CAROLINA, TO SUBMIT THE QUESTION OF WHETHER THE FIRE DISTRICT SHALL BE AUTHORIZED TO ISSUE NOT EXCEEDING \$500,000 GENERAL OBLIGATION BONDS; AUTHORIZING AND PENDING THE FAVORABLE RESULTS OF THE REFERENDUM, APPROVE THE ISSUANCE BY THE BOARD OF FIRE CONTROL OF THE SANTUC FIRE DISTRICT OF NOT EXCEEDING \$500,000 GENERAL OBLIGATION BONDS; PROVIDING FOR THE FORM OF BALLOT TO BE USED; PROVIDING FOR THE NOTICE OF REFERENDUM; AND PROVIDING FOR ALL OTHER MATTERS RELATING THERETO" the County Council ordered a referendum to be held in the County on November 5, 2024 (the "Referendum"), for the purpose of submitting to the qualified voters within the Santuc Fire District of the County the following question:

Shall the Board of Fire Control of Santuc Fire District in Union County, South Carolina (the "Fire District") be authorized to issue and sell, either as a single issue or as several separate issues, general obligation bonds of the Fire District in the aggregate principal amount of not exceeding \$500,000, the proceeds of which shall be applied to defray the costs (including architectural, engineering, legal and related fees) of any or all of the following:

1. design, improvement, renovation and equipping of existing space within the Fire District's fire station to include commercial/industrial grade washer and dryer equipment for cleaning turnout gear;
2. design, construction and equipping of additional improvements adjacent to the Fire District's existing fire station which will contain, without limitation, a combination kitchen/training area, office space and bathrooms with showers;
3. additional work and improvements to, and equipping of, the District's fire station and property as may be necessary, incidental or related to the foregoing; and
4. payment of costs associated with the issuance of the general obligation bonds?

(b) The returns as certified by the Union County Board of Canvassers showing the total votes cast in favor of and opposed to the aforesaid question are attached hereto as Exhibit A and incorporated herein by reference.

(c) A majority of those voting in the Referendum voted in favor of the aforesaid question.

(d) The Referendum was duly and properly held in accordance with the laws of the State of South Carolina, including specifically Sections 4-15-40, 4-15-50, 4-15-60 and 6-11-890, and Title 7, Chapter 13, Code of Laws of South Carolina 1976, as amended.

SECTION 2. It is hereby declared that the Referendum held in the County on November 5, 2024, resulted in favor of the authorization of the issuance of not exceeding \$500,000 general obligation bonds by the Santuc Fire District in Union County, South Carolina.

SECTION 3. The County Supervisor shall cause a certified copy of this Resolution and any other documents relating to the Referendum deemed necessary to be filed in the office of the Clerk of Court for Union County, South Carolina.

SECTION 4. To the extent this Resolution contains provisions that conflict with other orders, resolutions, and parts thereof, the provisions contained in this Resolution supersede all other orders, resolutions and parts thereof and this Resolution is controlling.

SECTION 5. This Resolution shall become effective upon its adoption.

[Signatures follow]

EXHIBIT A

UNION COUNTY BOARD OF CANVASSERS
STATEMENTS AND RETURNS OF VOTES
FOR GENERAL ELECTION

CERTIFIED COPY OF RESOLUTION
DECLARING THE RESULTS OF A REFERENDUM

I, the undersigned being the duly qualified Clerk to County Council of Union County, South Carolina (the "County"), do hereby certify that attached hereto is a copy of a resolution entitled: "A RESOLUTION DECLARING THE RESULTS OF A REFERENDUM HELD ON NOVEMBER 5, 2024, ON THE QUESTION OF WHETHER THE FIRE SANTUC FIRE DISTRICT IN UNION COUNTY SHALL BE AUTHORIZED TO ISSUE NOT EXCEEDING \$500,000 GENERAL OBLIGATION BONDS" which Resolution was adopted by the County Council at a meeting duly called and held on November 12, 2024, at which meeting a quorum was present and acting throughout, which Resolution has been compared by me with the original thereof as recorded in the minute book of the County Council, and that such copy is a true, complete and correct copy thereof and that such Resolution has been duly adopted and has not been modified, amended or repealed and is in full force and effect on and as of the date hereof in the form attached hereto.

In witness whereof, I have hereunto set my hand and affixed the seal of the County this 12th day of November, 2024.

[SEAL]

Clerk to County Council, Union County, South Carolina

STATE OF SOUTH CAROLINA
Union County
ENTER COUNTY NAME COUNTY BOARD OF CANVASSERS

STATEMENTS AND RETURNS OF VOTES

FOR

GENERAL ELECTION

ELECTION DATE: 11/5/2024

We, the County Board of Canvassers, certify that all proper procedures for canvassing votes in this election have been followed, and we have received written confirmation from county board staff of the same; and upon such confirmation and any further review of our own, we certify the following results of this election are correct in all respects.

Debbie R. O'Daniel

Keith Mulford

Pat Fitzgerald

D. Allen Brown

Kathy McCasell

Harriette Bell

Steve K. R.

Certification Date: 11/8/2024

Summary Results Report

44110524

November 5, 2024

OFFICIAL RESULTS

44-Union

Statistics

TOTAL

Election Day Precincts Reporting	24 of 24
Precincts Complete	24 of 24
Precincts Partially Reported	0 of 24
Absentee/ Early Precincts Reporting	21 of 21
Registered Voters - Total	15,975
Ballots Cast - Total	12,350
Ballots Cast - Blank	2
Voter Turnout - Total	77.31%

Straight Party

Vote For 1

TOTAL

Constitution	2
United Citizens	14
Green	3
Republican	3,081
Libertarian	5
Democratic	2,235
Workers	1

President and Vice President

Vote For 1

TOTAL

CON Randall A Terry/Stephen E Broden	21
UNC Cornel West/Melina Abdulla	33
GRN Jill Stein/Rudolph Butch Ware	21
REP Donald J Trump/JD Vance	8,102
LIB Chase Oliver/Mike ter Maat	21
DEM Kamala D Harris/Tim Walz	4,084
WRK Claudia De La Cruz/Karina Garcia	7

U.S. House of Representatives District 5

Vote For 1

TOTAL

REP Ralph W Norman	7,992
DEM Evangeline Hundley	3,735
Write-In Totals	23
Not Assigned	23

State Senate District 9

Vote For 1

TOTAL

REP Danny Verdin	1,657
DEM C Randy Driggers	1,497
Write-In Totals	4
Not Assigned	4

Summary Results Report

44110524

November 5, 2024

OFFICIAL RESULTS

44-Union

State Senate District 13

Vote For 1

TOTAL

REP Shane Martin	4,840
Write-In Totals	46
Not Assigned	46

State Senate District 14

Vote For 1

TOTAL

REP Harvey Peeler	2,134
Write-In Totals	9
Not Assigned	9

State House of Representatives District 42

Vote For 1

TOTAL

REP Doug Gilliam	8,229
DEM David Gossett	3,760
Write-In Totals	25
Not Assigned	25

Solicitor

Vote For 1

TOTAL

REP Kevin Brackett	8,992
Write-In Totals	81
Not Assigned	81

Sheriff

Vote For 1

TOTAL

DEM Jeff D Bailey	9,018
Write-In Totals	321
Not Assigned	321

Clerk of Court

Vote For 1

TOTAL

REP Stephanie Candler Kitchens	6,342
DEM Melanie Lawson	5,769
Write-In Totals	9
Not Assigned	9

Summary Results Report

44110524

November 5, 2024

OFFICIAL RESULTS

44-Union

County Council District 2

Vote For 1

TOTAL

DEM John Glenn	1,594
Write-In Totals	32
Not Assigned	32

County Council District 3

Vote For 1

TOTAL

REP David Sinclair	1,728
Write-In Totals	16
Not Assigned	16

County Council District 5

Vote For 1

TOTAL

REP Tamiann L Adams	536
DEM Carolyn Rutherford	1,032
Write-In Totals	5
Not Assigned	5

County Council District 6

Vote For 1

TOTAL

REP John Flood	1,315
Write-In Totals	27
Not Assigned	27

Soil and Water District Commission

Vote For 1

TOTAL

John Kingsmore	7,237
Write-In Totals	47
Not Assigned	47

School Board District 1

Vote For 1

TOTAL

Betty Joann McMorris	972
Write-In Totals	10
Not Assigned	10

School Board District 2

Vote For 1

TOTAL

Mark Ivey	831
Write-In Totals	14
Not Assigned	14

Summary Results Report

44110524

November 5, 2024

OFFICIAL RESULTS

44-Union

School Board District 6

Vote For 1

TOTAL

Kevin Brewington	922
Write-In Totals	6
Not Assigned	6

School Board District 7

Vote For 1

TOTAL

Manning Truck Jeter	643
Write-In Totals	8
Not Assigned	8

Browns Creek Watershed Conservation District Browns Creek

Vote For 3

TOTAL

Charleen Alman	687
Cody Belue	572
Nancy Garner	567
Write-In Totals	14
Not Assigned	14

Fire District Commissioner Santuc FD

Vote For 3

TOTAL

Dena Jones Addis	335
Jacob Arnold	254
Smitty Gregory	291
Write-In Totals	7
Not Assigned	7

Fire District Commissioner Monarch FD

Vote For 3

TOTAL

Brad Jolly	588
Kay D Littlejohn	374
Thomas Andy Littlejohn	485
Write-In Totals	9
Not Assigned	9

Fire District Commissioner Jonesville

Vote For 2

TOTAL

Johnny Vaughan	683
James E Jimmy Wilkins	579
Write-In Totals	9
Not Assigned	9

Summary Results Report

44110524

November 5, 2024

OFFICIAL RESULTS

44-Union

Fire District Commissioner Southside FD

Vote For 2

TOTAL

Write-In Totals	77
Write-In: Roger Bailey	14
Write-In: Michael Lancaster	7
Write-In: Jacob Robinson	2
Write-In: John Redding	5
Write-In: Elizabeth Lancaster	3
Not Assigned	46

Fire District Commissioner Jonesville

Vote For 1

TOTAL

Danny Gregory	869
Daniel C Williams	244
Write-In Totals	3
Not Assigned	3

Amendment 1

Vote For 1

TOTAL

Yes, In Favor of the Question	10,296
No, Opposed to the Question	907

Sunday Alcohol Sales Referendum

Vote For 1

TOTAL

Yes, In Favor of the Question	7,360
No, Opposed to the Question	4,026

Santuc Fire District Referendum Santuc FD

Vote For 1

TOTAL

Yes, In Favor of the Question	466
No, Opposed to the Question	235

Mayor Carlisle

Vote For 1

TOTAL

Mary Ferguson-Glenn	132
Write-In Totals	13
Not Assigned	13

Summary Results Report

44110524

November 5, 2024

OFFICIAL RESULTS

44-Union

Town Council Carlisle

Vote For 2

TOTAL

Ronnie Motor Car Lyles	134
Maxine Spencer	117
Write-In Totals	5
Not Assigned	5

Mayor Union

Vote For 1

TOTAL

Harold Thompson	2,571
Write-In Totals	97
Not Assigned	97

City Council Union City Council Dist 3

Vote For 1

TOTAL

Gloria J Rogers	368
Write-In Totals	8
Not Assigned	8

City Council Union City Council Dist 4

Vote For 1

TOTAL

Ricky Todd Harris	297
Vicki C Morgan	257
Write-In Totals	9
Not Assigned	9

City Council Union City Council Dist 6

Vote For 1

TOTAL

Monty Cooke	326
Sonja Craig	200
Write-In Totals	3
Not Assigned	3

UNION COUNTY VOTER REGISTRATION & ELECTIONS

1246 S. Duncan Bypass

Union, S.C. 29379

Phone (864) 429-1616 Fax (864) 427-7851

14 paper ballots from the Monarch precinct should be added to the Santuc fire district totals:

Fire Board Members (3 seats to fill):

Dena Jones Addis: 8

Jacob Arnold: 10

Smitty Gregory: 10

1 Write In vote

Santuc Referendum:

Yes 10

No 4

Darlene Pettit

Union County Elections Director

1246 S. Duncan Bypass

Union, S.C. 29379

dpettit@countyofunion.com

864-429-1616

STATE OF SOUTH CAROLINA)
COUNTY OF UNION)

RESOLUTION NO.: _____

**INDUCEMENT RESOLUTION PROVIDING FOR A
FEE IN LIEU OF TAX AGREEMENT
BETWEEN UNION COUNTY AND BUFFALO PV1, LLC**

WHEREAS, Union County, South Carolina (the "County"), acting by and through its County Council (the "County Council") is authorized and empowered under and pursuant to the provisions of Title 12, Chapter 44, Code of Laws of South Carolina, 1976, as amended (the "Act"), to enter into a fee in lieu of tax agreement (the "Fee Agreement") with respect to a project which requires the industry to make a payment of a fee in lieu of taxes, through which powers the industrial development of the State of South Carolina and the County will be promoted and trade developed by inducing manufacturing and commercial enterprises to locate and remain in the State of South Carolina and the County and thus to utilize and employ the manpower, products, and natural resources of the State of South Carolina to benefit the general public welfare of the County by providing services, employment, and other public benefits not otherwise provided locally; and

WHEREAS, Buffalo PV1, LLC, a South Carolina limited liability company, on its own or together with one or more of its subsidiaries, affiliates, successors, assigns, sponsors, lessors, and others (collectively, the "Company"), desires to invest capital in the County in order to establish a solar energy generation facility in the County (the "Project"), provided that approvals of various incentives contemplated for the Project are formalized by the State and/or County; and

WHEREAS, the Project is anticipated to result in an investment of at least \$100,000,000; and

WHEREAS, the Company has requested that the County enter into a Fee Agreement, thereby providing for a fee in lieu of tax ("FILOT") and infrastructure and/or special source revenue credits ("SSRCs") with respect to the Project; and

WHEREAS, the County has determined on the basis of the information supplied to it by the Company that the Project would be a "project" and "economic development property" as such terms are defined in the Act and that the Project would serve the purposes of the Act; and

WHEREAS, pursuant to the authority of Section 4-1-170 of the Code of Laws of South Carolina, 1976, as amended and Article VIII, Section 13 of the South Carolina Constitution, the County agrees to use its best efforts to ensure that the Project is located in a multi-county industrial and business park established, or to be established, by the County (the "Park") pursuant to a qualifying agreement with one or more contiguous South Carolina counties (the "Park Agreement").

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

Section 1. The County Council hereby finds that: (i) the Project is anticipated to benefit the general public welfare of the County by providing services, employment, recreation, or other public benefits not otherwise adequately provided locally; (ii) the Project gives rise to no

pecuniary liability of the County or a charge against its general credit or taxing power; (iii) the purposes to be accomplished by the Project are proper governmental and public purposes and the inducement of the location of the Project within South Carolina is of paramount importance and the benefits of the Project to the public are greater than the cost (which latter finding has been made using an appropriate cost-benefit analysis); and (iv) it has evaluated the Project considering all relevant and required factors, including, but not limited to, the anticipated dollar amount and nature of the investment to be made and the anticipated costs and benefits to the County, and all other criteria prescribed by law.

Section 2. The County hereby agrees to enter into a fee in lieu of tax arrangement with the Company under the Act. The County agrees to provide for a fee in lieu of *ad valorem* taxes ("FILOT") for a period of 40 years for each component of the Project placed in service during the investment period (the "FILOT Term") under the Act. The FILOT shall be calculated using a 6% assessment ratio and a fixed millage rate equal to the lowest millage rate allowable under the Act for a period of 40 years, for each component of the Project placed in service during the investment period.

Section 3. The further details of the FILOT and the SSRCs shall be prescribed by subsequent ordinance of the County to be adopted in accordance with South Carolina law and the rules and procedures of the County.

Section 4. The County agrees to use its best efforts to ensure that the Property is already located in or to include the Property in a Park for at least the longer of a 40-year period or the period of time the FILOT arrangement is in place.

Section 5. This resolution shall constitute an inducement resolution for this Project within the meaning of the Act.

Section 6. This resolution shall constitute "preliminary approval" pursuant to Section 12-44-110(2) of the Act by which property may be placed in service prior to the execution of a FILOT agreement but still constitute economic development property under the Act.

Section 7. All orders, resolutions, and parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed. This resolution shall take effect and be in full force from and after its passage by the County Council.

(Signature Page Follows)

Adopted this _____ day of _____, 2024.

UNION COUNTY, SOUTH CAROLINA

Signature: _____
Name: _____
Title: _____

(SEAL)

ATTEST:

Signature: _____
Name: _____
Title: Clerk to County Council

ORDINANCE NO.

AN ORDINANCE AUTHORIZING THE TERMINATION OF THAT CERTAIN WRITTEN AGREEMENT WITH UNION COUNTY FOR THE DEVELOPMENT OF A JOINTLY OWNED AND OPERATED INDUSTRIAL/BUSINESS PARK, SUCH INDUSTRIAL/BUSINESS PARK GEOGRAPHICALLY LOCATED IN SPARTANBURG COUNTY AND THE CITY OF SPARTANBURG AND ESTABLISHED PURSUANT TO SOUTH CAROLINA CODE OF LAWS OF 1976, §4-1-170, *et. seq.*, AS AMENDED AND OTHER MATTERS RELATING THERETO.

WHEREAS, Union County, South Carolina ("Union County") and Spartanburg County, South Carolina ("Spartanburg County") (jointly, the "Counties") have heretofore entered into an agreement (the "Park Agreement") to develop jointly an Industrial and Business Park (the "Park"), wholly within the City of Spartanburg (the "City") and Spartanburg County, as provided by Article VIII, §13 of the South Carolina Constitution and in accordance with §4-1-170 of the Code of Laws of South Carolina, 1976, as amended (the "Act") ; and,

WHEREAS, the City and Spartanburg County have heretofore entered into an Intergovernmental Agreement (the "Intergovernmental Agreement") relating to the Park; and,

WHEREAS, the Park Agreement and the Intergovernmental Agreement each originally had terms of twenty-three (23) years; and,

WHEREAS, the City and Spartanburg County, with the consent of Union County, previously amended the Park Agreement and the Intergovernmental Agreement to provide for terms of twenty-eight (28) years for each;

WHEREAS, purposes of the park have now been accomplished and the City and Spartanburg County, with consent of Union County, now desire to terminate the Park Agreement and the Intergovernmental Agreement.

NOW, THEREFORE, BE IT ORDAINED BY THE UNION COUNTY COUNCIL:

Section 1. Union County is hereby authorized to execute and deliver the Termination to that written Park Agreement and to remove the property described in Schedule I attached hereto (the "Property"). Accordingly, upon enactment of a corresponding ordinance of approval by Spartanburg County Council and upon execution by the Counties of the Termination to the Park Agreement the properties shall revert to ad valorem taxation.

Section 2. The form, terms, and provisions of the Termination to the Park Agreement are hereby approved and all of the terms, provisions, and conditions thereof are hereby incorporated herein by reference as if those two Terminations were set out in this Ordinance in their entirety. The Administrator of the County be and he is hereby authorized, empowered, and directed to execute, acknowledge, and deliver the Termination to the Park Agreement and the Termination to the Intergovernmental Agreement in the name and on behalf of Union County. The Termination to the Park Agreement is to be in substantially the form now before this meeting and hereby

approved, or with such minor changes therein as shall be approved by the officials of Union County executing the same, their execution thereof to constitute conclusive evidence of their approval of any and all changes or revisions therein from the form of the Termination to the Park Agreement now before this meeting.

Section 3. Should any section of this Ordinance be, for any reason, held void or invalid, it shall not affect the validity of any other section hereof which is not itself void or invalid.

Section 4. The Park Agreement provides that it may not be terminated except by concurrent ordinances of Union County Council and Spartanburg County Council, in accordance with the terms of the Park Agreement, as amended. Therefore, in accordance with the terms of the Park Agreement and the Intergovernmental Agreement, this ordinance is to serve as the Union County ordinance to terminate the Park Agreement.

Section 5. All ordinances and resolutions of Union County inconsistent herewith are, to the extent of such inconsistency, only, hereby repealed, revoked, and rescinded.

Section 6. This ordinance shall be effective after 3rd and final reading and approval by Union County Council

[Remainder of page intentionally left blank]

ENACTED this ____ day of January, 2025.

UNION COUNTY, SOUTH CAROLINA

Union County Administrator

Attest:

Clerk to County Council

1st Reading:

2nd Reading:

3rd Reading:

Public Hearing:

SCHEDULE I

PROPERTY

1. ALL that lot or parcel of land known as Hillcrest Mall in the City and County of Spartanburg, State of South Carolina, located on East Main Street, and being shown on the County Block Map as follows:

Block Map Sheet 7-08-14, parcel 076.00

Block Map Sheet 7-08-14, parcel 076.01

Block Map Sheet 7-08-14, parcel 076.02

Block Map Sheet 7-08-14, parcel 076.03

Block Map Sheet 7-08-14, parcel 076.04

Block Map Sheet 7-08-14, parcel 076.05

Block Map Sheet 7-08-14, parcel 076.06

Block Map Sheet 7-08-14, parcel 124.00

Block Map Sheet 7-08-14, parcel 124.01

Block Map Sheet 7-09-00, parcel 011.02

Block Map Sheet 7-09-14, parcel 096.00

Block Map Sheet 7-09-14, parcel 096.01

Block Map Sheet 7-09-14, parcel 096.03

Block Map Sheet 7-09-14, parcel 096.04

Block Map Sheet 7-09-14, parcel 096.05

Block Map Sheet 7-09-14, parcel 096.06

Block Map Sheet 7-09-14, parcel 096.07

Block Map Sheet 7-09-14, parcel 096.08

Block Map Sheet 7-09-15, parcel 046.00

Block Map Sheet 7-09-15, parcel 047.00

Block Map Sheet 7-09-15, parcel 048.00

Block Map Sheet 7-12-03, parcel 047.00

Block Map Sheet 7-12-03, parcel 047.01

Block Map Sheet 7-12-03, parcel 047.02

Block Map Sheet 7-12-03, parcel 047.03

Block Map Sheet 7-12-03, parcel 047.04

Block Map Sheet 7-12-03, parcel 047.05
Block Map Sheet 7-12-06, parcel 005.00
Block Map Sheet 7-12-09, parcel 342.00
Block Map Sheet 7-12-12, parcel 124.00
Block Map Sheet 7-12-15, parcel 268.00
Block Map Sheet 7-13-01, parcel 036.00
Block Map Sheet 7-16-02, parcel 295.00
Block Map Sheet 7-16-02, parcel 295.01
Block Map Sheet 7-16-02, parcel 295.04
Block Map Sheet 7-17-06, parcel 004.00
Block Map Sheet 7-17-14, parcel 046.00
Block Map Sheet 7-17-14, parcel 052.00
Block Map Sheet 7-17-14, parcel 052.01
Block Map Sheet 7-17-14, parcel 052.02
Block Map Sheet 7-17-14, parcel 052.03
Block Map Sheet 7-17-14, parcel 052.04
Block Map Sheet 7-17-14, parcel 052.05

STATE OF SOUTH CAROLINA)
)
COUNTY OF SPARTANBURG) ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF AN AMENDMENT TO AGREEMENT GOVERNING THE UNION-SPARTANBURG INDUSTRIAL AND BUSINESS PARK TO INCLUDE ADDITIONAL PROPERTY IN THE PARK (BUFFALO PV1 PROPERTIES).

WHEREAS, SPARTANBURG COUNTY, SOUTH CAROLINA (the "County"), acting by and through its County Council (the "County Council"), is authorized and empowered under and pursuant to the provisions of Article VIII, Section 13(D) of the Constitution of the State of South Carolina and Title 4, Chapter 1 of the Code of Laws of the State of South Carolina 1976, as amended, and specifically Section 4-1-170 thereof (collectively, the "Park Act"), to develop jointly an industrial or business park with other counties within the geographical boundaries of one or more member counties; and

WHEREAS, pursuant to the Park Act, Union County and Spartanburg County entered into that certain Agreement Governing the Union-Spartanburg Industrial Park dated as of April 9, 2024 (as amended, modified, and supplemented, collectively, the "Park Agreement"), whereby Union County and Spartanburg County agreed to develop a joint county industrial or business park eligible to include property located in either Union County or Spartanburg County (the "Park"); and

WHEREAS, Section 3 of the Park Agreement establishes the procedure for enlargement of the boundaries of the Park to include additional property; and

WHEREAS, Union County and Spartanburg County, having determined that an enlargement of the boundaries of the Park to include therein certain property described in greater detail in Schedule 1 attached hereto ("Buffalo PV1 LLC Properties"), would promote economic development and thus provide additional employment and investment opportunities within said Counties, have agreed to enter into an Amendment of the Agreement Governing the Union-Spartanburg Industrial Park to enlarge the boundaries of the Park by including therein the Buffalo PV1 LLC Properties that are located in Union County; and

WHEREAS, the County Council has caused to be prepared and presented to this meeting the form of the Fee Agreement which the County proposes to execute and deliver; and

WHEREAS, it appears that the documents above referred to, which are now before this meeting, are in appropriate form and are an appropriate instrument to be executed and delivered or approved by the County for the purposes intended;

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

Section 1. The amendment to the Park Agreement to add the Buffalo PV1 LLC Properties is hereby approved, and the amendment shall be effective upon the approval of this Ordinance and the provision by the County of a revised "Exhibit A" to Park Agreement to include the Buffalo PV1 LLC Properties. The County shall deliver the revised "Exhibit A" to the Park Agreement to Union County upon the adoption of this Ordinance. The form of the revised "Exhibit A" to the Park Agreement is attached hereto as Exhibit A.

Section 2. The County Administrator, for and on behalf of the County, is hereby authorized and directed to do any and all things necessary to effect the execution and delivery of the Fee Agreement and the performance of all obligations of the County thereunder.

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

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

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

**SPARTANBURG COUNTY, SOUTH
CAROLINA**

(SEAL)

B. Cole Alverson
Spartanburg County Administrator

ATTEST:

Deborah C. Ziegler
Clerk to Spartanburg County Clerk to Council

First Reading: _____, 2024
Second Reading: _____, 2024
Third Reading: _____, 2024
Public Hearing: _____, 2024

STATE OF SOUTH CAROLINA

COUNTY OF SPARTANBURG

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

Clerk, Spartanburg County Council

Dated: _____, 2024

Exhibit A
Exhibit A to the Park Agreement

STATE OF SOUTH CAROLINA)
)
COUNTY OF UNION)
COUNTY OF SPARTANBURG)

AMENDMENT TO AGREEMENT
GOVERNING THE UNION-SPARTANBURG
INDUSTRIAL AND BUSINESS PARK TO
INCLUDE BUFFALO PV1 LLC PROPERTIES

This Amendment to Agreement Governing the Union-Spartanburg Industrial Park (the "**Amendment**") is made and entered into by and between Union County, South Carolina ("**Union County**") and Spartanburg County, South Carolina ("**Spartanburg County**"), each a body politic and corporate and political subdivision of the State of South Carolina (collectively the "**Counties**"), and is to be effective as of the [] day of [], 2024.

WITNESSETH:

WHEREAS, Union County, acting by and through its County Council, and Spartanburg County, acting by and through its County Council, are authorized pursuant to Article VIII, Section 13(D) of the Constitution of the State of South Carolina and Title 4, Chapter 1 of the Code of Laws of the State of South Carolina 1976, as amended, and specifically Section 4-1-170 thereof (collectively, the "**Park Act**"), to develop jointly an industrial or business park with other counties within the geographical boundaries of one or more member counties; and

WHEREAS, pursuant to the Park Act, Union County and Spartanburg County entered into that certain Agreement Governing the Union-Spartanburg Industrial Park dated as of April 9, 2024 (as amended, modified, and supplemented, collectively, the "**Park Agreement**"), whereby Union County and Spartanburg County agreed to develop a joint county industrial or business park eligible to include property located in either Union County or Spartanburg County (the "**Park**"); and

WHEREAS, Section 3 of the Park Agreement establishes the procedure for enlargement of the boundaries of the Park to include additional property; and

WHEREAS, Union County and Spartanburg County, having determined that an enlargement of the boundaries of the Park to include therein certain property described in greater detail in Schedule 1 attached hereto ("**Buffalo PV1 LLC Properties**"), would promote economic development and thus provide additional employment and investment opportunities within said Counties, have agreed to enter into this Amendment of the Agreement Governing the Union-Spartanburg Industrial Park to enlarge the boundaries of the Park by including therein the Buffalo PV1 LLC Properties that are located in Union County; and

WHEREAS, each of Union County and Spartanburg County has authorized the execution and delivery of this Amendment by duly enacted ordinances or resolutions.

NOW THEREFORE, in consideration of the mutual agreement, representations and benefits contained in this Amendment and for other good and valuable consideration, the adequacy of which is hereby acknowledged, the parties hereby agree as follows:

1. Exhibit A to the Park Agreement, which describes the boundaries of the Park property located in Union County, is hereby amended to include the Buffalo PV1 LLC Properties, consisting of the parcels which are described on Schedule 1 hereto and made a part hereof by reference.

2. Except as expressly amended or modified herein, the remaining terms and conditions of the Park Agreement shall remain in full force and effect.

3. In the event that any clause or provisions of this Amendment shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not affect any of the remaining provisions hereof.

4. This Amendment may be executed in multiple counterparts, each of which shall be an original but all of which shall constitute but one and the same instrument.

[Signature page follows.]

In WITNESS WHEREOF, the duly authorized and appointed officers of Union County, South Carolina and Spartanburg County, South Carolina have set their hand and seals hereto to be effective as of the above written date.

UNION COUNTY, SOUTH CAROLINA

By: _____
Phillip Russell, II, Chairman, County Council
Union County, South Carolina

(SEAL)
ATTEST:

Kindra Horne, Clerk to Council
Union County Council

SPARTANBURG COUNTY, SOUTH CAROLINA

By: _____
Chairman
Spartanburg County Council

(SEAL)
ATTEST:

[], Clerk to Council
Spartanburg County Council

SCHEDULE 1

DESCRIPTION OF BUFFALO PV1 LLC PROPERTIES

Those parcels located in the County of Union, State of South Carolina, described below:

Parcel 1

ALL that piece, parcel or plantation of land situate, lying and being in Union, County of Union, State of South Carolina, containing ninety-six (96) acres, more or less.

Tax Pin Number (for informational purposes only): 091-00-00-062 000

Parcel 2

ALL that piece, parcel or plantation of land situate, lying and being in Union, County of Union, State of South Carolina, containing sixty-three (63) acres, more or less.

Tax Pin Number (for informational purposes only): 091-00-00-059 000

Parcel 3

ALL that piece, parcel or plantation of land situate, lying and being in Union, County of Union, State of South Carolina, containing one hundred seventy-one (171) acres, more or less.

Tax Pin Number (for informational purposes only): 081-00-00-036 000

Parcel 4

ALL that piece, parcel or plantation of land situate, lying and being in Union, County of Union, State of South Carolina, containing one hundred fifty-eight (158) acres, more or less.

Tax Pin Number (for informational purposes only): 091-00-00-063 000

Parcel 5

ALL that piece, parcel or plantation of land situate, lying and being in Union, County of Union, State of South Carolina, containing one hundred forty-six (146) acres, more or less.

Tax Pin Number (for informational purposes only): 081-00-00-031 000

Parcel 6

ALL that piece, parcel or plantation of land situate, lying and being in Union, County of Union, State of South Carolina, containing one hundred forty-six (146) acres, more or less.

Tax Pin Number (for informational purposes only): 082-20-00-001 000

**UNION COUNTY
ORDINANCE NO. ____**

AN ORDINANCE AUTHORIZING (1) THE EXECUTION AND DELIVERY OF A FEE IN LIEU OF TAX AND INCENTIVE AGREEMENT BY AND BETWEEN UNION COUNTY, SOUTH CAROLINA (THE "COUNTY") AND BUFFALO PV1, LLC, ACTING FOR ITSELF, ONE OR MORE AFFILIATES, AND/OR OTHER PROJECT SPONSORS (COLLECTIVELY, THE "COMPANY"), PURSUANT TO WHICH THE COUNTY SHALL COVENANT TO ACCEPT CERTAIN NEGOTIATED FEES IN LIEU OF AD VALOREM TAXES WITH RESPECT TO THE ESTABLISHMENT AND/OR EXPANSION OF CERTAIN FACILITIES IN THE COUNTY (COLLECTIVELY, THE "PROJECT"); (2) THE BENEFITS OF A MULTI-COUNTY INDUSTRIAL OR BUSINESS PARK TO BE MADE AVAILABLE TO THE COMPANY AND THE PROJECT; (3) CERTAIN SPECIAL SOURCE REVENUE CREDITS IN CONNECTION WITH THE PROJECT; AND (4) OTHER MATTERS RELATING THERETO.

WHEREAS, Union County, South Carolina (the "County"), acting by and through its County Council (the "Council"), is authorized and empowered under and pursuant to the provisions of the Code of Laws of South Carolina 1976, as amended (the "Code"), particularly Title 12, Chapter 44 of the Code (the "Negotiated FILOT Act"), and Title 4, Chapter 1 of the Code (the "Multi-County Park Act", or, as to Section 4-1-175 thereof, and by incorporation Section 4-29-68 of the Code, the "Special Source Act") (collectively, the "Act") and by Article VIII, Section 13(D) of the South Carolina Constitution: (i) to enter into agreements with certain investors to construct, operate, maintain, and improve certain projects through which the economic development of the State of South Carolina (the "State") will be promoted and trade developed by inducing manufacturing and commercial enterprises to locate and remain in the State and thus utilize and employ the manpower, agricultural products, and natural resources of the State; (ii) to covenant with such investors to accept certain fee in lieu of *ad valorem* tax ("FILOT") payments, including, but not limited to, negotiated FILOT payments made pursuant to the Negotiated FILOT Act, with respect to a project; (iii) to permit investors to claim special source revenue credits against their FILOT payments ("Special Source Credits") to reimburse such investors for expenditures in connection with infrastructure serving the County or improved or unimproved real estate and personal property, including machinery and equipment, used in the operation of a manufacturing or commercial enterprise in order to enhance the economic development of the County ("Special Source Improvements"); and (iv) to create, in conjunction with one or more other counties, a multi-county industrial or business park in order to afford certain enhanced income tax credits to such investors and to facilitate the grant of Special Source Credits; and

WHEREAS, Buffalo PV1, LLC, a South Carolina limited liability company, acting for itself, one or more affiliates, and/or other project sponsors (collectively, the "Company"), is considering the establishment and/or expansion of certain facilities at one or more locations in the County (the "Project"); and

WHEREAS, the Company anticipates that, should its plans proceed as expected, it will invest, or cause to be invested, at least \$100,000,000, in the aggregate, in the Project; and

WHEREAS, on the basis of the information supplied to it by the Company, the County has determined, *inter alia*, that the Project would subserve the purposes of the Act and has made certain findings pertaining thereto in accordance with the Act; and

WHEREAS, in accordance with such findings and determinations and in order to induce the Company to locate the Project in the County, the Council adopted a Resolution on [●], 2024 (the "Inducement Resolution"), whereby the County agreed to provide the benefits of a negotiated FILOT, a multi-county industrial or business park, and Special Source Credits with respect to the Project; and

WHEREAS, the County and the Company have agreed to the specific terms and conditions of such arrangements as set forth herein and in a Fee in Lieu of Tax and Incentive Agreement by and between the County and the Company with respect to the Project (the "Incentive Agreement"), the form of which Incentive Agreement is presented to this meeting, and which Incentive Agreement is to be dated as of [●], 2024, or such other date as the parties thereto may agree; and

WHEREAS, it appears that the Incentive Agreement now before this meeting is in appropriate form and is an appropriate instrument to be executed and delivered by the County for the purposes intended.

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

Section 1. As contemplated by Section 12-44-40(I) of the Negotiated FILOT Act, the findings and determinations set forth in the Inducement Resolution are hereby ratified and confirmed. In the event of any disparity or ambiguity between the terms and provisions of the Inducement Resolution and the terms and provisions of this Ordinance and the Incentive Agreement, the terms and provisions of this Ordinance and the Incentive Agreement shall control. Capitalized terms used and not otherwise defined herein shall have the meanings ascribed thereto in the Incentive Agreement. Additionally, based on information provided to the County by the Company with respect to the Project, the County makes the following findings and determinations:

(a) The Project will constitute a "project" within the meaning of the Negotiated FILOT Act; and

(b) The Project, and the County's actions herein, will subserve the purposes of the Negotiated FILOT Act; and

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

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

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

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

Section 2.

due with respect to the Project, in an amount sufficient to reduce each such FILOT Payment due for each such tax year such that the aggregate net FILOT Payment due, after such reduction, with respect to the Project is equal to the Net FILOT Payment (i.e., a payment due that is equal to \$3,000 per megawatts of AC power), all in accordance with, and as further detailed in, the Incentive Agreement. In accordance with the Special Source Act, the Special Source Credits authorized herein shall not, in the aggregate, exceed the aggregate cost of Special Source Improvements funded from time to time in connection with the Project.

Section 5. The form, provisions, terms, and conditions of the Incentive Agreement presented to this meeting and filed with the Clerk to the Council are hereby approved, and all of the provisions, terms, and conditions thereof are hereby incorporated herein by reference as if the Incentive Agreement was set out in this Ordinance in its entirety. The Chairman of the Council is hereby authorized, empowered, and directed to execute the Incentive Agreement in the name and on behalf of the County; the Clerk to the Council is hereby authorized, empowered and directed to attest the same; and the Chairman of the Council is further authorized, empowered, and directed to deliver the Incentive Agreement to the Company. The Incentive Agreement is to be in substantially the form now before this meeting and hereby approved, or with such changes therein as shall not materially adversely affect the rights of the County thereunder and as shall be approved by the official or officials of the County executing the same, upon the advice of counsel, their execution thereof to constitute conclusive evidence of their approval of any and all changes or revisions therein from the form of the Incentive Agreement now before this meeting.

Section 6. The Chairman of the Council, the County Supervisor of the County, and the Clerk to the Council, for and on behalf of the County, are hereby each authorized, empowered, and directed to do any and all things necessary or proper to effect the performance of all obligations of the County under and pursuant to Incentive Agreement.

Section 7. The provisions of this Ordinance are hereby declared to be separable and if any section, phrase, or provision shall for any reason be declared by a court of competent jurisdiction to be invalid or unenforceable, such declaration shall not affect the validity of the remainder of the sections, phrases, and provisions hereunder.

Section 8. All orders, ordinances, resolutions, and parts thereof in conflict herewith are to the extent of such conflict hereby repealed. This Ordinance shall take effect and be in full force from and after its passage and approval.

[End of Ordinance]

Enacted and approved, in meeting duly assembled, this [●] day of [●], 2024.

UNION COUNTY, SOUTH CAROLINA

By: _____
Phillip Russell, II, Chairman, County Council
Union County, South Carolina

[SEAL]

ATTEST:

Kindra Horne, Clerk to County Council
Union County, South Carolina

First Reading: [●]
Second Reading: [●]
Public Hearing: [●]
Third Reading: [●]

FEE IN LIEU OF TAX AND INCENTIVE AGREEMENT

by and between

UNION COUNTY, SOUTH CAROLINA

and

BUFFALO PV1, LLC

Dated as of [____], 2024

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FEE IN LIEU OF TAX AND INCENTIVE AGREEMENT

THIS FEE IN LIEU OF TAX AND INCENTIVE AGREEMENT (this "Agreement") dated to be effective as of [●], 2024, by and between UNION COUNTY, SOUTH CAROLINA, a body politic and corporate and a political subdivision of the State of South Carolina (the "County"), and BUFFALO PV1, LLC, a South Carolina limited liability company, acting for itself, one or more affiliates, and/or other project sponsors (collectively, the "Company").

WITNESSETH:

WHEREAS, the County, acting by and through its County Council (the "Council"), is authorized and empowered under and pursuant to the provisions of the Code of Laws of South Carolina 1976, as amended (the "Code"), particularly Title 12, Chapter 44 of the Code (the "Negotiated FILOT Act") and Title 4, Chapter 1 of the Code (the "Multi-County Park Act", or, as to Section 4-1-175 thereof, and by incorporation Section 4-29-68 of the Code, the "Special Source Act") (collectively, the "Act") and by Article VIII, Section 13(D) of the South Carolina Constitution: (i) to enter into agreements with certain investors to construct, operate, maintain, and improve certain projects through which the economic development of the State of South Carolina (the "State") will be promoted and trade developed by inducing manufacturing and commercial enterprises to locate and remain in the State and thus utilize and employ the manpower, agricultural products, and natural resources of the State; (ii) to covenant with such investors to accept certain fee in lieu of *ad valorem* tax ("FILOT") payments, including, but not limited to, negotiated FILOT payments made pursuant to the Negotiated FILOT Act, with respect to a project; (iii) to permit investors to claim special source revenue credits against their FILOT payments to reimburse such investors for expenditures in connection with infrastructure serving the County or improved or unimproved real estate and personal property, including machinery and equipment, used in the operation of a manufacturing or commercial enterprise in order to enhance the economic development of the County; and (iv) to create, in conjunction with one or more other counties, a multi-county industrial or business park in order to afford certain enhanced income tax credits to such investors and to facilitate the grant of special source revenue credits; and

WHEREAS, the Company is considering the establishment and/or expansion of certain facilities at one or more locations in the County (the "Project"), and anticipates that, should its plans proceed as expected, it will invest, or cause to be invested, in the aggregate, at least \$100,000,000 in the Project by the end of the Compliance Period (as defined herein), as set forth in greater detail herein; and

WHEREAS, the County has determined that the Project will subserve the purposes of the Act and has made certain findings pertaining thereto in accordance with the Act; and

WHEREAS, in accordance with such findings and determinations and in order to induce the Company to locate the Project in the County, the Council adopted a Resolution on [____], 2024 (the "Inducement Resolution"), whereby the County agreed to provide the benefits of a negotiated FILOT, a multi-county industrial or business park, and special source revenue credits

with respect to the Project, the terms of all of which are set forth in greater detail in this Agreement; and

WHEREAS, the County has determined that it is in the best interests of the County to enter into this Agreement with the Company, subject to the terms and conditions set forth herein, and, by Ordinance No. [●] enacted by the Council on [●], 2024, approved the form, terms and conditions of this Agreement and ratified all prior actions taken with respect to the Project.

NOW, THEREFORE, in consideration of the premises, the mutual covenants contained herein, the above recitals which are incorporated herein by reference, and the potential investment to be made, or caused to be made, by the Company which contributes to the tax base and the economic welfare of the County, the respective representations and agreements hereinafter contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the County and the Company agree as follows:

ARTICLE I

DEFINITIONS

Section 1.01. Definitions. In addition to the words and terms elsewhere defined in this Agreement, the following words and terms as used herein and in the preambles hereto shall have the following meanings unless the context or use indicates another or different meaning or intent.

“Abandonment” shall mean the failure of the Company to achieve Substantial Energy Generation at the Project for a period of one year after the Project has been placed in service provided that neither of the following conditions are true: (a) such failure was caused by a Force Majeure event which required the Company to make significant repairs to the Project, and the Company has diligently begun work on said repairs; or (b) the Company has commenced retrofitting, repowering, or otherwise rebuilding the Project by exchanging all, or substantially all, of the fixtures, equipment, and/or associated improvements comprising the Project for new, more advance equipment.

“Act” shall mean, collectively, the Negotiated FILOT Act and the Multi-County Park Act, including, without limitation, the Special Source Act.

“Administration Expenses” shall mean the reasonable and necessary expenses incurred by the County in the fulfillment of its obligations under this Agreement and in the implementation of its terms and provisions, including reasonable and necessary attorney’s fees at the hourly rates which are standard for the applicable legal services to the County, but excluding any expenses incurred by the County in defending either challenges to the incentives provided herein by third parties or suits brought by the Company or any other Sponsor or Sponsor Affiliate under **Section 8.04** hereof; provided, however, that no such expense shall be considered an Administration Expense unless the Company, or other Sponsor or Sponsor Affiliate required to pay such expense hereunder, shall have first agreed, prior to the County incurring such expense, as to the maximum amount thereof or as to the basis for which such expenses will be incurred, and the County shall

have furnished to the Company, or such other Sponsor or Sponsor Affiliate, as the case may be, an itemized statement of all such expenses incurred.

"Affiliate" shall mean any corporation, limited liability company, partnership or other Person or entity which now or hereafter directly or indirectly owns all or part of the Company or any other Sponsor or Sponsor Affiliate, as the case may be, or which is now or hereafter directly or indirectly owned in whole or in part by the Company or any other Sponsor or Sponsor Affiliate, as the case may be, or by any partner, shareholder or owner of the Company or any other Sponsor or Sponsor Affiliate, as the case may be, and shall also include any subsidiary, affiliate or other Person, individual, or entity who now or hereafter bears a relationship to the Company or any other Sponsor or Sponsor Affiliate, as the case may be, as described in Section 267(b) of the Internal Revenue Code.

"Agreement" shall mean this Fee in Lieu of Tax and Incentive Agreement as originally executed and from time to time supplemented or amended as permitted herein.

"Code" shall mean the Code of Laws of South Carolina 1976, as amended, unless the context clearly requires otherwise.

"Company" shall mean Buffalo PV1, LLC, a South Carolina limited liability company, and any surviving, resulting, or transferee entity in any merger, consolidation or transfer of assets permitted under **Sections 4.05 or 6.01** hereof or any other assignee or transferee hereunder which is designated by the Company and approved by the County.

"Compliance Period" shall mean the period commencing with the first day that Negotiated FILOT Property is purchased or acquired, whether before or after the date of this Agreement, and ending on the fifth (5th) anniversary of the end of the Property Tax Year in which the initial Negotiated FILOT Property comprising all or a portion of the Project is placed in service, all as specified in Section 12-44-30(13) of the Negotiated FILOT Act. It is presently anticipated, but not required, that the initial Negotiated FILOT Property comprising all or a portion of the Project will be placed in service in the Property Tax Year ending on December 31, 2027, and, in such event, the Compliance Period will end on December 31, 2033.

"Council" shall mean the governing body of the County and its successors.

"County" shall mean Union County, South Carolina, a body politic and corporate and a political subdivision of the State, and its successors and assigns.

"Decommission" or *"Decommissioning"* shall mean the removal, collection, transportation, disposal (including reuse and/or recycling) of all fixtures, equipment, and associated improvements comprising the Project, stabilization and rehabilitation of the Land, and restoration of the Land to a condition substantially similar to its original state.

"Decommissioning Cost" shall mean an amount equal to Gross Decommissioning Costs, minus Total Salvage Value, which such amount shall be (i) calculated by an independent engineer

licensed to practice in the State of South Carolina, and (ii) calculated no less than one (1) month prior to the fifteenth (15th) anniversary of the end of the Property Tax Year in which the initial Negotiated FILOT Property comprising all or a portion of the Project is placed in service and updated every five (5) years until the end of the Term.

"Decommissioning Security" shall have the meaning specified in **Section 4.08** hereof.

"Deficiency Payment" shall have the meaning specified in **Section 5.01(e)** hereof.

"Department of Revenue" shall mean the South Carolina Department of Revenue and any successor thereof.

"Event of Default" shall mean an Event of Default, as set forth in **Section 8.01** hereof.

"Existing Decommissioning Securities" shall have the meaning specified in **Section 4.08** hereof.

"Existing Property" shall mean property which will not qualify for the Negotiated FILOT pursuant to Section 12-44-110 of the Negotiated FILOT Act, including, without limitation, property which has been subject to *ad valorem* taxes in the State prior to commencement of the Investment Period and property included in the Project as part of the repair, alteration, or modification of such previously taxed property; provided, however, that Existing Property shall not include: (a) the Land; (b) property acquired or constructed by or on behalf of the Company or any other Sponsor or Sponsor Affiliate during the Investment Period which has not been placed in service in this State prior to the commencement of the Investment Period notwithstanding that *ad valorem* taxes have heretofore been paid with respect to such property, or property which has been placed in service in the State pursuant to an inducement agreement or other preliminary approval by the County, including the Inducement Resolution, prior to execution of this Agreement pursuant to Section 12-44-40(E) of the Negotiated FILOT Act, which property shall qualify as Negotiated FILOT Property; (c) property purchased by or on behalf of the Company or any other Sponsor or Sponsor Affiliate during the Investment Period in a transaction other than between any of the entities specified in Section 267(b) of the Internal Revenue Code, as defined under Chapter 6 of Title 12 of the Code as of the time of the transfer, to the extent that the Company or such other Sponsor or Sponsor Affiliate invests at least an additional \$45,000,000 in the Project, exclusive of the property identified in this subsection (c); or (d) modifications which constitute an expansion of the real property portion of Existing Property.

"FILOT" shall mean fee in lieu of *ad valorem* property taxes.

"FILOT Payment" or *"FILOT Payments"* shall mean the FILOT payments to be made by the Company or any other Sponsor or Sponsor Affiliate with respect to the Project, whether made as Negotiated FILOT Payments pursuant to **Section 5.01** hereof or as FILOT payments made pursuant to the Multi-County Park Act.

"Force Majeure" shall mean: strikes; accidents; freight embargoes; inability to obtain materials; wind, fires, floods, hail, earthquakes, explosions or other natural disasters; conditions arising from government orders, war or national emergency; acts of God; and, any other event, similar or dissimilar, beyond the reasonable control of the Company or any other Sponsor or Sponsor Affiliate.

"Future Land Development Regulations" shall have the meaning ascribed thereto in **Section 3.04** hereof.

"Gross Decommissioning Costs" shall mean all costs associated with the Decommission of the Project; provided, however, the term "Gross Decommissioning Costs" shall not include the following: (i) re-grading the Land beyond the removal of any access roads; (ii) replanting of trees or crops removed by the Project; and (iii) the cost of removing any equipment, fixtures, or improvements owned by any electric utility who owns, controls, and/or operates the electrical grid to which the Project is connected.

"Investment Period" shall mean the period for completion of the Project, which shall initially be equal to the Compliance Period; provided, however, that, if the Minimum Statutory Investment Requirement is satisfied by the end of the Compliance Period, the Investment Period shall be automatically extended, without further action or proceedings of the County or the Council, by five (5) years beyond the Compliance Period to end on the tenth (10th) anniversary of the end of the Property Tax Year in which the initial Negotiated FILOT Property comprising all or a portion of the Project is placed in service, all in accordance with Section 12-44-30(13) of the Negotiated FILOT Act; provided further that there shall be no extension of the period for meeting the Minimum Statutory Investment Requirement beyond the Compliance Period, all determined as specified in Section 12-44-30(13) of the Negotiated FILOT Act. In the event that the initial Negotiated FILOT Property comprising all or a portion of the Project is, as presently anticipated, placed in service in the Property Tax Year ending on December 31, 2027, upon any such extension, the Investment Period would end on December 31, 2037.

"Land" shall mean the land, that has been or will be leased or acquired, upon which the Project has been or will be acquired, constructed and equipped, as described in **Exhibit A** attached hereto, as **Exhibit A** may be revised, modified, or supplemented from time to time in accordance with the provisions hereof.

"Minimum Statutory Investment Requirement" shall mean investment in the Project of not less than \$2,500,000 within the Compliance Period, as set forth in Section 12-44-30(14) of the Negotiated FILOT Act, which investment amount shall be calculated in accordance with, and subject to, Section 12-44-130 of the Negotiated FILOT Act and **Section 6.02** hereof.

"Multi-County Park" shall mean the multi-county industrial or business park established pursuant to the Multi-County Park Act and the Multi-County Park Agreement, and any multi-county industrial or business park which now or hereafter includes the Project and which is designated by the County as such pursuant to any agreement which supersedes or replaces the initial Multi-County Park Agreement.

"Multi-County Park Act" shall mean Title 4, Chapter 1 of the Code.

"Multi-County Park Agreement" shall mean the Agreement for Development for Joint County Industrial and Business Park (Project Tango) between the County and Spartanburg County, South Carolina, dated as of April 9, 2024, as supplemented, modified or amended, and, as such agreement may be further supplemented, modified, amended or replaced from time to time.

"Negotiated FILOT" or *"Negotiated FILOT Payments"* shall mean the FILOT payments due pursuant to **Section 5.01** hereof with respect to that portion of the Project consisting of Negotiated FILOT Property qualifying under the Negotiated FILOT Act for the negotiated assessment ratio and millage rate or rates described in **Section 5.01(b)(ii)** hereof.

"Negotiated FILOT Act" shall mean Title 12, Chapter 44 of the Code.

"Negotiated FILOT Property" shall mean all Project property qualifying for the Negotiated FILOT as "economic development property" within the meaning of Section 12-44-30(6) of the Negotiated FILOT Act, including, without limitation, each item of real and tangible personal property comprising the Project which is placed in service during the Investment Period and which meets the requirements of Sections 12-44-30(6) and 12-44-40(C) of the Negotiated FILOT Act, together with all Replacement Property, but excluding any Non-Qualifying Property and any Released Property.

"Negotiated FILOT Term" shall have the meaning specified in **Section 3.02(a)** hereof.

"Net FILOT Payment" shall mean a total annual FILOT Payment of \$224,700 for each tax year during the term of this Agreement for which a FILOT Payment is due hereunder; provided, however, the FILOT Payment for the Project shall be increased for any tax year by the proportion by which the total nameplate generation capacity of the Project as of the end of the Property Tax Year (corresponding to such tax year) exceeded 74.9 megawatts of AC power. Any form of battery storage to store the AC power produced from the Project shall not be considered additional power generation. For example, and by way of example only, if the total nameplate generation capacity of the Project as of the Property Tax Year ending December 31, 2025 is 83.888 megawatts of AC power (or 112% of 74.9 megawatts), then the \$224,700 annual Net FILOT Payment otherwise due for tax year 2025, due and payable to the County on or before January 15, 2026, would be \$251,664 (i.e., 112% of \$224,700). The Company shall provide the County Administrator and County Auditor with report(s) (including third party reports, if applicable) each year by the March 31 immediately following each Property Tax Year corresponding to a tax year for which a FILOT Payment is due hereunder providing reasonably conclusive evidence of the total nameplate generation capacity of the Project as of the end of such Property Tax Year.

"Non-Qualifying Property" shall mean that portion of the real and personal property located on the Land, which does not qualify as Negotiated FILOT Property, such Non-Qualifying Property to include: (i) Existing Property; (ii) except as to Replacement Property, property which the Company or any other Sponsor or Sponsor Affiliate places in service after the end of the Investment Period; and (iii) any other property which fails or ceases to qualify for Negotiated

FILOT Payments under the Negotiated FILOT Act or under this Agreement, including without limitation property as to which the Company or any other Sponsor or Sponsor Affiliate has terminated the Negotiated FILOT pursuant to **Section 4.01(e)** hereof.

"Person" shall mean and include any individual, association, unincorporated organization, corporation, partnership, limited liability company, joint venture, or government or agency or political subdivision thereof.

"Project" shall mean: (i) the Land and all buildings, structures, fixtures and other real property improvements now or hereafter constructed on the Land; (ii) all machinery, equipment, furnishings and other personal property now or hereafter acquired by or on behalf of the Company or any other Sponsor or Sponsor Affiliates for use on or about the Land; and (iii) any Replacement Property; provided, however, except as to Replacement Property, the term Project shall be deemed to include any such real property improvements and personal property, whether now existing or hereafter constructed, improved, acquired or equipped, only to the extent placed in service within the Investment Period.

"Property Tax Year" shall mean the annual period which is equal to the fiscal year of the Company, or any other Sponsor or Sponsor Affiliate, as the case may be, *i.e.*, with respect to the Company, the annual period ending on December 31 of each year.

"Released Property" shall include property which was initially Negotiated FILOT Property but which is scrapped, sold, disposed of, or released from this Agreement by the Company or any other Sponsor or Sponsor Affiliate pursuant to **Section 4.01(e)** hereof and Section 12-44-50(B) of the Negotiated FILOT Act, any portion of the Negotiated FILOT Property constituting infrastructure which the Company or any other Sponsor or Sponsor Affiliate dedicates to the public use within the meaning of Section 12-6-3420(C) of the Code, or property which is damaged, destroyed, or taken by process of eminent domain and not restored or replaced.

"Replacement Property" shall mean all property placed in service on the Land in substitution of, or as replacement for, any Negotiated FILOT Property which becomes Released Property, regardless of whether such property serves the same function as the property it replaces and regardless of whether more than one piece of such property replaces a single piece of the Negotiated FILOT Property, to the maximum extent that such property may be included in the calculation of the Negotiated FILOT pursuant to **Section 5.01(d)** hereof and Section 12-44-60 of the Negotiated FILOT Act.

"Special Source Act" shall mean Section 4-1-175 of the Code.

"Special Source Credits" shall mean the special source revenue credits described in **Section 3.02** hereof.

"Special Source Improvements" shall mean, to the extent paid for by the Company or any other Sponsor or Sponsor Affiliate, any infrastructure serving the economic development of the County and any improved or unimproved real property, buildings, structural components of

buildings, fixtures, or other real property improvements, and personal property, including machinery and equipment, used in the operation of a manufacturing or commercial enterprise in order to enhance the economic development of the County, all as set forth in the Special Source Act. For purposes of this Agreement, Special Source Improvements shall initially be deemed to include, without limitation, all roadwork, water, sewer, drainage, power and utility facilities serving the Project, as well as the Land, the buildings, fixtures and other real property improvements on the Land, together with any personal property comprising the Project, and any additions or improvements to any of the foregoing, whether paid for by the Company or any other Sponsor or Sponsor Affiliate directly or through lease payments.

"Sponsor" and *"Sponsor Affiliate"* shall mean a Person whose investment with respect to the Project will qualify for the Negotiated FILOT pursuant to **Section 6.02** hereof and Sections 12-44-30(19) or (20) and Section 12-44-130 of the Negotiated FILOT Act if the statutory investment requirements are met and if such Person (other than the Company) executes and delivers to the County and the Department of Revenue a joinder agreement in the form attached hereto as **Exhibit B**. As of the original execution and delivery of this Agreement, the only Sponsor is the Company and the only Sponsor Affiliates are: (i) Russell Inabinet, in his individual capacity, with respect to that portion of the Land identified as "Parcel 1" and "Parcel 3" on **Exhibit A** attached hereto; (ii) Russell Inabinet and Lindsey Inabinet, in their respective individual capacities, with respect to that portion of the Land identified as "Parcel 2" on **Exhibit A** attached hereto; and (iii) Fairforest I LLC, in its limited liability company capacity, with respect to those portions of the Land identified as "Parcel 4," "Parcel 5," and "Parcel 6" on **Exhibit A** attached hereto.

"State" shall mean the State of South Carolina.

"Substantial Energy Generation" shall mean the generation and delivery of electricity by the Project to the power grid.

"Term" shall mean the term of this Agreement, as set forth in **Section 7.01** hereof.

"Total Salvage Value" shall mean the actual salvage value for all equipment, fixtures, and other tangible personal property, together with any and all additions, accessions, replacements, and substitutions therefor, comprising the Project, utilizing current U.S. salvage exchange rates.

"Transfer Provisions" shall mean the provisions of Section 12-44-120 of the Negotiated FILOT Act.

Section 1.02. References to Agreement. The words "hereof," "herein," "hereunder," and other words of similar import refer to this Agreement as a whole.

Section 1.03. Project-Related Investments. The term "investment" or "invest" as used herein shall include not only investments made by the Company and any other Sponsor or Sponsor Affiliates, but also to the fullest extent permitted by law, those investments made by or for the benefit of the Company or any other Sponsor or Sponsor Affiliate with respect to the Project through federal, state, or local grants, to the extent such investments are subject to *ad valorem*

taxes or FILOT Payments, as the case may be, by the Company or such other Sponsor or Sponsor Affiliate.

ARTICLE II

REPRESENTATIONS AND WARRANTIES

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

(a) The County is a body politic and corporate and a political subdivision of the State and is authorized and empowered by the provisions of the Act to enter into the transactions contemplated by this Agreement and to carry out its obligations hereunder. By proper action by the Council, the County has duly authorized the execution and delivery of this Agreement and has duly approved the Negotiated FILOT, Special Source Credits, and the inclusion and maintenance of the Project in the Multi-County Park, all as set forth herein, as well as any and all actions reasonably necessary and appropriate to consummate the transactions contemplated hereby.

(b) On the basis of information supplied to it by the Company, the County has determined the Project will subserve the purposes of the Act and has made all other findings of fact required by the Act in connection with the undertaking of the arrangements set forth herein.

(c) This Agreement has been duly authorized, executed and delivered on behalf of the County. The authorization, execution, and delivery of this Agreement and the performance by the County of its obligations hereunder will not, to the best knowledge of the County, conflict with or constitute a breach of, or a default under, any State law, court or administrative regulation, decree, order, provision of the Constitution or laws of the State relating to the establishment of the County or its affairs, or any material agreement, mortgage, lease, or other instrument to which the County is subject or by which it is bound, nor, to the best knowledge of the County, any existing law or the provisions of the Constitution of the State.

(d) To the best knowledge of the County, no actions, suits, proceedings, inquiries, or investigations are pending or threatened against or affecting the County in any court or before any governmental authority or arbitration board or tribunal, any of which, to the best knowledge of the County, could materially adversely affect this Agreement or which could, in any way, adversely affect the validity or enforceability of this Agreement or the transactions contemplated hereby.

Section 2.02. Representations and Warranties by the Company. The Company makes the following representations and warranties as the basis for the undertakings on its part herein contained:

(a) The Company is a limited liability company validly existing and in good standing under the laws of South Carolina and is authorized to do business in the State of South Carolina, has all requisite power to enter into this Agreement and to carry out its obligations hereunder, and by proper action has been duly authorized to execute and deliver this Agreement. The Company's fiscal year end is December 31 of each year and the Company will notify the County of any changes in the fiscal year of the Company.

(b) The Company intends to operate the Project primarily for solar energy generation, including, without limitation, associated energy storage facilities, and other related activities.

(c) The agreements with the County with respect to the Negotiated FILOT, the Special Source Credits, and the Multi-County Park, as set forth herein, were factors in inducing the Company to locate the Project within the County and the State.

(d) To the best knowledge of the Company, no actions, suits, proceedings, inquiries, or investigations are pending or threatened against or affecting the Company in any court or before any governmental authority or arbitration board or tribunal, which would materially adversely affect this Agreement or which would, in any way, adversely affect the validity or enforceability of this Agreement or the transactions contemplated hereby.

ARTICLE III

COVENANTS OF COUNTY

Section 3.01. Agreement to Accept Negotiated FILOT Payments. The County hereby agrees to accept Negotiated FILOT Payments in accordance with the provisions of **Section 5.01** hereof in lieu of *ad valorem* taxes with respect to that portion of the Project consisting of Negotiated FILOT Property until this Agreement expires or is sooner terminated.

Section 3.02. Special Source Credits.

(a) As reimbursement for investment in Special Source Improvements and subject to the requirements of the Special Source Act and **Section 4.02** hereof, the County hereby agrees that the Company and each other Sponsor Affiliate (each a "Credit Eligible Entity" and, collectively, the "Credit Eligible Entities") shall be entitled to receive, and the County shall provide, Special Source Credits against each FILOT Payment due from each Credit Eligible Entity with respect to the Project, for the entire Negotiated FILOT Payment period set forth in **Section 5.01(b)(i)** hereof (the "Negotiated FILOT Term"), commencing with the tax year for which the initial Negotiated FILOT Payment is due with respect to the Project in an amount sufficient to reduce each such FILOT Payment due for each such tax year such that the aggregate net FILOT Payment due from the Credit Eligible Entities, after such reduction, is equal to the Net FILOT Payment; provided, the aggregate annual Special Source Credits to which the Credit Eligible Entities are entitled for a tax year shall

be applied initially against any Negotiated FILOT Payments due for such tax year from any Sponsor Affiliates, and then secondarily and residually against any Negotiated FILOT Payment due for such tax year from the Company. In accordance with the Special Source Act, the Special Source Credits authorized herein shall not, in the aggregate, exceed the aggregate cost of Special Source Improvements funded from time to time in connection with the Project by the Company and all other Sponsors or Sponsor Affiliates.

(b) Notwithstanding the provisions of **Section 3.02(a)** hereof, as to any tax year during the Negotiated FILOT Term for which the Net FILOT Payment is higher than the aggregate Negotiated FILOT Payments due from the Credit Eligible Entities for such tax year, (i) the Credit Eligible Entities shall not be entitled to any Special Source Credits against any Negotiated FILOT Payments due for such tax years, and (ii) the assessment ratio utilized in the calculation of the Negotiated FILOT Payment due for such tax year by the Company, as set forth in **Section 5.01(b)(ii)** hereof, shall be automatically increased such that the aggregate Negotiated FILOT Payments due for such tax year from the Credit Eligible Entities equal the Net FILOT Payment.

(c) The Net FILOT Payment a Credit Eligible Entity is due to pay for each tax year of the Negotiated FILOT Term shall be reflected by the County on each bill sent by the County to such Credit Eligible Entity with respect to each such tax year, by either (i) reducing the total original FILOT Payment amount otherwise due from such Credit Eligible Entity for such tax year by the amount of Special Source Credits to which such Credit Eligible Entity is entitled for such tax year, all pursuant to, and in accordance with, **Section 3.02(a)** hereof, or (ii) increasing the applicable assessment ratio utilized in the calculation of the Negotiated FILOT Payment due from the Company for such tax year, to the extent required by, and in accordance with, **Section 3.02(b)** hereof.

(d) THE SPECIAL SOURCE CREDITS AUTHORIZED HEREIN SHALL NOT CONSTITUTE A GENERAL OBLIGATION OF THE COUNTY, BUT SHALL BE A LIMITED OBLIGATION OF THE COUNTY PAYABLE SOLELY FROM THE FILOT PAYMENTS RECEIVED BY THE COUNTY HEREUNDER WITH RESPECT TO THE PROJECT.

Section 3.03. Multi-County Park Designation. The County agrees to designate the Project, including, but not limited to, the Land, as part of the Multi-County Park, if not already so designated, and agrees to maintain the Project, including, but not limited to, the Land, within the boundaries of the Multi-County Park pursuant to the provisions of the Multi-County Park Act and Article VIII, Section 13(D) of the State Constitution on terms, and for a duration, which facilitate the provision by the County, and the receipt by the Company, of the Special Source Credits set forth in **Section 3.02** hereof.

Section 3.04. Future Land Development Regulations. In the event that, following the date of the original execution and delivery of this Agreement, the County enacts any ordinances and/or regulations for the regulation of any aspect of development, including, without limitation, any zoning, rezoning, subdivision, or sign regulations, any solar-specific obligations and/or permitting

requirements, or any other regulations controlling the development or use of property within the County (collectively, "Future Land Development Regulations"), the County hereby agrees that the Company and/or the Project, whichever is applicable, shall not be subject to the Future Land Development Regulations. Instead, the County and the Company agree that the Company and/or the Project, whichever is applicable, shall be subject to those requirements, regulations, and standards applicable to the Project, and in effect, as of the original execution and delivery of this Agreement.

Section 3.05. Commensurate Benefits. The parties hereto acknowledge the intent of this Agreement, in part, is to afford the Company and each other Sponsor or Sponsor Affiliate the benefits specified in this Article III in consideration of the Company's decision to locate the Project within the County, and this Agreement has been entered into in reliance upon the enactment of the Act and the County's compliance with the requirements thereof. In the event that a court of competent jurisdiction holds that the Act is, in whole or in part, unconstitutional or this Agreement, the Multi-County Park Agreement, or agreements similar in nature to this Agreement or the Multi-County Park Agreement are invalid or unenforceable in any material respect, or should the Company determine there is a reasonable doubt as to the validity or enforceability of this Agreement or the Multi-County Park Agreement in any material respect, then, at the request of the Company, the County agrees to use its best efforts, and to take such other steps as may be necessary, to extend to the Company and each other Sponsor or Sponsor Affiliate the intended benefits of this Agreement, including, but not limited to, the Negotiated FILOT and the Special Source Credits, and agrees, if requested by the Company, to enter into a lease purchase agreement with the Company and each other Sponsor or Sponsor Affiliate pursuant to Section 12-44-160 of the Negotiated FILOT Act and Title 4, Chapter 29 or Title 4, Chapter 12 of the Code, as applicable. In furtherance of this covenant, the County also agrees that, in the event that, for any reason, the Multi-County Park is declared by a court of competent jurisdiction to be invalid or unenforceable in whole or in part, the Company and the County express their intentions that the tax or FILOT payments be reformed so as to best afford the Company and each other Sponsor or Sponsor Affiliate benefits commensurate with, but not in excess of, those intended under this Agreement, including but not limited to the Special Source Credits, as then permitted by law, including, without limitation, any benefits afforded under Title 12, Chapter 6, Title 4, Chapter 1, and Title 4, Chapter 29 of the Code, as applicable, to the extent allowed by law. The Company acknowledges, if a court of competent jurisdiction holds all or part of the Negotiated FILOT Act is unconstitutional or otherwise illegal, the Negotiated FILOT Act currently provides that the Company and each other Sponsor or Sponsor Affiliate must transfer their respective portion of the Negotiated FILOT Property to the County within one hundred eighty (180) days following such determination in order for the Negotiated FILOT benefits to continue to apply to such property. In any such lease purchase agreement referenced above, the County, upon the conveyance of title to the Project to the County at the expense of the Company or any other Sponsor or Sponsor Affiliate, as the case may be, agrees to lease the Project to the Company or any such other Sponsor or Sponsor Affiliate, as the case may be. At the end of the term of any such lease purchase agreement, and upon payment of all outstanding obligations incurred under such lease purchase agreement, each of the Company and any such other Sponsor or Sponsor Affiliate shall have the option to purchase its respective portion of the Project from the County for Ten Dollars (\$10.00).

ARTICLE IV

COVENANTS OF THE COMPANY

Section 4.01. Investment in Project.

(a) The Company hereby agrees to use commercially reasonable efforts to acquire, construct, equip, or improve, or cause to be acquired, constructed, equipped, or improved, the Project, as the same shall be determined from time to time by the Company in its sole discretion. As required by Section 12-44-30(2) of the Negotiated FILOT Act, at least a portion of the Negotiated FILOT Property comprising the Project shall be placed in service no later than the end of the Property Tax Year which is three (3) years from the year in which this Agreement is entered, *i.e.*, the Property Tax Year ending on December 31, 2027.

(b) Notwithstanding anything herein to the contrary, and to the maximum extent permitted by law, investment in the Project by any and all other Sponsors and Sponsor Affiliates shall together with investment in the Project by the Company, count toward all investment requirements, thresholds, and levels set forth in this Agreement, including, without limitation, to the full extent permitted by the Negotiated FILOT Act, the Minimum Statutory Investment Requirement. Aggregate investment shall generally be determined by reference to the property tax returns of the Company and each other Sponsor or Sponsor Affiliate filed with respect to the Project, including without limitation, each such entity's SCDOR PT-300, or such comparable forms as the Department of Revenue may provide in connection with projects under the Act, without regard to depreciation or other diminution in value.

(c) To encourage increased investment in the Project, the County hereby agrees that in the event the Minimum Statutory Investment Requirement is satisfied by the end of Compliance Period, the Investment Period shall be automatically extended, without further action or proceedings of the County or the Council, by five (5) years beyond the end of the Compliance Period, and the County hereby agrees to such extension. There shall be no extension, however, beyond the Compliance Period of the period for meeting the Minimum Statutory Investment Requirement. In the event that the initial Negotiated FILOT Property comprising all or a portion of the Project is, as the parties hereto presently anticipate, placed in service in the Property Tax Year ending on December 31, 2027, upon any such extension, the Investment Period would extend through December 31, 2037.

(d) Subject to the provisions of **Sections 4.05 and 6.01** hereof, the Company and each other Sponsor and Sponsor Affiliate shall retain title to, or other property rights in, its respective portion of the Project throughout the Term, and the Company and each other Sponsor and Sponsor Affiliate shall have full right to mortgage, lease, or encumber all or any portion of the Project, including without limitation, in connection with any financing transactions, all without the consent of the County.

(e) The Company and each other Sponsor or Sponsor Affiliate shall have the right at any time and from time to time during the Term hereof to undertake any of the following:

(i) The Company and each other Sponsor or Sponsor Affiliate may, at its own expense, add to the Project all such real and personal property as the Company, or such other Sponsor or Sponsor Affiliate, in its discretion deems useful or desirable, including, without limitation, Negotiated FILOT Property, without any limit as to the amount thereof.

(ii) Subject to the provisions of **Section 5.01(f)** hereof, in any instance when the Company or any other Sponsor or Sponsor Affiliate, in its discretion, determines any property included in the Project, including without limitation, any Negotiated FILOT Property, has become inadequate, obsolete, worn out, unsuitable, undesirable, or unnecessary for operations at the Project, the Company or such other Sponsor or Sponsor Affiliate may remove such property from the Project and sell, trade in, exchange, or otherwise dispose of such property as a whole or in part without the consent of the County.

(iii) The Company and each other Sponsor or Sponsor Affiliate may, at any time and in its discretion by written notice to the County, remove any Project property including, but not limited to, Negotiated FILOT Property, real or personal, from the Project or from the provisions of this Agreement, including, but not limited to, the Negotiated FILOT arrangement set forth in this Agreement, and retain such property for use as part of its operations in the County, whether or not such property remains as part of the Project, and effective as of the date of any such removal, such property will be subject to *ad valorem* taxes, or to FILOT payments pursuant to the Multi-County Park Act, as the case may be; provided, that, any such notice requirement may be, but shall not be required to be, satisfied by property tax returns filed with respect to the Project and any other such property, including without limitation, such entity's SCDOR PT-300, or such comparable forms as the Department of Revenue may provide in connection with projects under the Act, and in such event, any such removal reflected by any such return shall be deemed to be effective as of the date of such removal.

(iv) If the Company or any other Sponsor or Sponsor Affiliate sells, leases, or otherwise disposes of any portion of, or adds to, the Land, or removes any portion of the Land from the Project while retaining such property for use as part of its operations in the County, all as permitted herein, the Company or such other Sponsor or Sponsor Affiliate shall deliver to the County a revised **Exhibit A** to this Agreement or supplements to **Exhibit A** reflecting any such addition, disposal or removal and such revised or supplemented **Exhibit A** shall, effective as of the date of any such transaction,

addition, disposal, or removal, be automatically made a part of this Agreement without further action or proceedings by the County or the Council; provided, that any requirement to provide such schedules or supplements to the County may be satisfied by property tax returns filed with respect to the Project and any other such property, including without limitation, such entity's SCDOR PT-300, or such comparable forms as the Department of Revenue may provide in connection with projects under the Act, and in such event, any such addition, disposal, or removal reflected by any such return shall be automatically deemed effective as of the date of any such addition, disposal, or removal.

(v) All Negotiated FILOT Property sold or otherwise disposed of under this Section shall be deemed Released Property for purposes of this Agreement.

Section 4.02. [Reserved]

Section 4.03. Payment of Administration Expenses. The Company or any other Sponsor or Sponsor Affiliate will reimburse, or cause reimbursement of, the County from time to time for the County's Administration Expenses incurred in the fulfillment of its obligations hereunder, or in the implementation of this Agreement's terms and provisions with respect to the Company or such other Sponsor or Sponsor Affiliate, respectively, promptly upon written request therefor, but in no event later than ninety (90) days after receiving written notice from the County specifying the nature of such expense and requesting the payment of the same. The County acknowledges that it imposes no charges in the nature of impact fees or recurring fees in connection with the Project or the incentives authorized by this Agreement, and, aside from the attorneys' fees set forth below, the County anticipates no out of pocket expenses in connection with this Agreement and the transactions authorized hereby. The parties hereto understand and agree that: (i) the County has incurred, and will incur, legal fees and other expenses for review of the Inducement Resolution, this Agreement, the Multi-County Park Agreement, and all resolutions, ordinances and other documentation related thereto, and that the Company's obligation to reimburse the County for such legal fees and other expenses, as set forth herein, shall not exceed \$5,000; and, (ii) in no event shall the Company or any other Sponsor or Sponsor Affiliate be prospectively obligated to reimburse the County for Administrative Expenses in excess of \$1,500, in the aggregate, in any year during the Term.

Section 4.04. Use of Project for Lawful Activities. During the Term, the Company and each other Sponsor or Sponsor Affiliate may use the Project as it deems fit for any lawful purpose.

Section 4.05. Maintenance of Existence. Except in the event the resulting, surviving or transferee entity is the Company or an Affiliate of the Company, as to which such consolidation, merger, or transfer, the County hereby preapproves and consents, unless the County shall provide prior consent or subsequent ratification otherwise, which consent or ratification shall not be unreasonably withheld, conditioned, or delayed, the Company covenants that it will maintain its separate existence and will not dissolve or consolidate with, merge into or transfer, or otherwise

dispose of substantially all of its property to any other entity or permit one or more other entities to consolidate with or merge into it or purchase substantially all of its property unless:

(a) the Company shall be the continuing business entity, or the business entity formed by such consolidation or into which the Company is merged or the entity which acquires by conveyance or transfer all or substantially all of the Company's assets shall (i) be an entity organized and existing under the laws of the United States of America or any state thereof or the District of Columbia and qualified to do business in the State; (ii) have a net worth equal to or greater than the net worth of the Company immediately preceding the date of such merger, consolidation or transfer; and (iii) expressly and unconditionally assume, by written agreement supplemental hereto and acceptable to the County as to form and content, in its reasonable discretion, every payment obligation of the Company herein and the performance of every covenant of this Agreement on the part of the Company to be performed or observed; and

(b) immediately after giving effect to such transaction, no Event of Default, and no event, which, after notice or lapse of time or both, would become an Event of Default, shall have happened and be continuing; and

(c) the Company shall have delivered to the County (i) a certificate of a duly authorized officer of the Company, accompanied by financial statements of the surviving company (if other than the Company) showing compliance with the net worth requirements specified in paragraph (a) above and (ii) an opinion of counsel for the Company or counsel to the transferee company stating that such consolidation, merger, conveyance or transfer and such supplement to this Agreement comply with this Section and that all conditions precedent herein provided for relating to such transaction have been complied with.

Upon any consolidation or merger or any conveyance or transfer of all or substantially all of the Company's assets in accordance with this **Section 4.05**, the successor entity formed by such consolidation or into which the Company is merged or to which such conveyance or transfer is made, shall succeed to, and be substituted for, and may exercise every right and power of the Company under this Agreement with the same effect as if such successor entity had been named as the Company herein, and thereafter the Company shall be relieved of all obligations and covenants under this Agreement.

If a consolidation, merger or conveyance or transfer is made as permitted by this Section, the provisions of this Section shall continue in full force and effect and no further consolidation, merger or conveyance or transfer shall be made except in compliance with the provisions of this **Section 4.05**.

The Company acknowledges transfers of this Agreement or the Negotiated FILOT Property may cause the Negotiated FILOT Property to become ineligible for a Negotiated FILOT or result in penalties under the Negotiated FILOT Act absent compliance by the Company with the Transfer Provisions.

Section 4.06. Records and Reports. The Company and each other Sponsor and Sponsor Affiliate will maintain, or cause to be maintained, such books and records with respect to its respective portion of the Project as will permit the identification of those portions of the Project it places in service during the Investment Period, the amount of investment with respect thereto, and any computations of Negotiated FILOT Payments made by such entity hereunder, and will comply with all reporting requirements of the State and the County applicable to Negotiated FILOT Property under the Negotiated FILOT Act, including without limitation the reports required by Section 12-44-90 of the Negotiated FILOT Act (collectively, "Filings"); provided, however, that the parties hereto hereby waive in its entirety the requirement under Section 12-44-55 of the Negotiated FILOT Act for a recapitulation of the terms of this Agreement. In addition, the following records shall be provided to the County:

(a) Upon direction of the governing body of the County, a County Official may request and obtain such financial books and records from the Company and any other Sponsor or Sponsor Affiliate that support the Negotiated FILOT returns of the Company or such other Sponsor or Sponsor Affiliate as may be reasonably necessary to verify the calculations of the Negotiated FILOT Payments by the Company or such other Sponsor or Sponsor Affiliate. For purposes of this Agreement, the term "County Official" shall include the Administrator, Auditor, Assessor, or Treasurer of the County.

(b) Each year during the Term, the Company and each other Sponsor or Sponsor Affiliate shall deliver to the County Auditor, the County Assessor and the County Treasurer of the County a copy of any form or return it files with the Department of Revenue with respect to the Project at the same time as delivery thereof to the Department of Revenue.

(c) The Company shall cause a copy of this Agreement, as well as a copy of the completed Form PT-443 required by the Department of Revenue, to be filed within thirty (30) days after the date of original execution and delivery hereof with the County Auditor, the County Assessor and the County Treasurer of the County, and of each other county which is a party to the Multi-County Park Agreement, and with the Department of Revenue and shall update such Form PT-443 from time to time to the extent that the information therein is no longer accurate.

Notwithstanding any other provision of this Section, the Company and each other Sponsor or Sponsor Affiliate may, by clear, written designation, conspicuously marked, designate with respect to any Filings or other documents or information delivered to the County segments thereof that the Company or such other Sponsor or Sponsor Affiliate believes contains proprietary, confidential, or trade secret matters. The County shall comply with all reasonable, written requests made by the Company or any such other Sponsor or Sponsor Affiliate with respect to maintaining the confidentiality of such designated segments. Except to the extent required by law, and unless the County has provided at least fifteen (15) days advance written notice to the Company or such other Sponsor or Sponsor Affiliate of such proposed release, the County shall not knowingly and

voluntarily release any Filing, documents, or other information provided to the County by the Company or any other Sponsor or Sponsor Affiliate in connection with the Project, whether or not such information has been designated as confidential or proprietary by the Company or any other Sponsor or Sponsor Affiliate.

Section 4.07. Funding for Special Source Improvements. The Company and each other Sponsor and Sponsor Affiliate shall provide, or cause the provision of, funding for the Special Source Improvements related to its respective portion of the Project.

Section 4.08. Decommissioning the Project. In the event of Abandonment, the Company shall Decommission the Project within three hundred sixty-five (365) days of Abandonment. Beginning on the fifteenth (15th) anniversary of the end of the Property Tax Year in which the initial Negotiated FILOT Property comprising all or a portion of the Project is placed in service, the County may, by providing written notice to the Company, require the Company to provide a performance guaranty in the form of a surety or performance bond, letter of credit, insurance, guaranty issued by any entity which now or hereafter directly or indirectly owns all or part of the Company, or other equivalent security reasonably acceptable to the County ("Decommissioning Security") in the amount of (i) \$100,000, or (ii) 125% of the estimated Decommission Cost, whichever is greater. The County hereby agrees that, in the event the County requires Decommissioning Security pursuant to and in accordance with this **Section 4.08**, the Company shall be deemed to have satisfied said requirement upon the procurement by the Company of any Decommissioning Security required by any rules and regulations promulgated by the South Carolina Department of Health and Environmental Control applicable to the Project and/or any agreement with any lessor of all or any portion of the Land in connection with the Project (collectively, "Existing Decommissioning Securities"), and delivery of evidence of the same to the County. In the event that the value of any Existing Decommissioning Securities is less than the Decommissioning Security required by this **Section 4.08**, the Company shall provide a supplemental performance guaranty in an amount equal to the difference between the value of any Existing Decommissioning Securities and the Decommissioning Security required by this **Section 4.08**.

ARTICLE V

FEES IN LIEU OF TAXES

Section 5.01. Payment of Fees in Lieu of *Ad Valorem* Taxes.

(a) In accordance with the Negotiated FILOT Act, the parties hereto hereby agree, during the Term, that there shall be due annually with respect to that portion of the Project constituting Negotiated FILOT Property, whether owned by the Company or by any other Sponsor or Sponsor Affiliate, a Negotiated FILOT Payment calculated as set forth in this Section, at the places, in the manner and subject to the penalty assessments prescribed by the County or the Department of Revenue for *ad valorem* taxes. It is presently anticipated, but not required, that the initial Negotiated FILOT Payment, which shall be due under current Code requirements on the January 15 following the year in which

the County adds the initial Negotiated FILOT Property to its tax rolls, will be due on January 15, 2029. If the Company designates any other Sponsor or Sponsor Affiliates as the same shall have been consented to by the County, if such consent is required pursuant to **Section 6.02** hereof, the Company must notify the County in writing at the time of such designation as to whether such additional Sponsor or Sponsor Affiliate shall be primarily liable for the Negotiated FILOT Payments due hereunder with respect to such Sponsor or Sponsor Affiliate's respective portion of the Negotiated FILOT Property. Unless and until such additional notification is received, the Company shall be primarily liable for all Negotiated FILOT Payments due with respect to such Negotiated FILOT Property.

(b) Subject to adjustment pursuant to the provisions of this **Section 5.01**, the Negotiated FILOT shall be calculated each year in accordance with the following provisions:

(i) For each annual increment of investment in Negotiated FILOT Property, the annual Negotiated FILOT Payments shall initially be payable for a payment period of forty (40) years. Accordingly, if such Negotiated FILOT Property is placed in service during more than one year, each year's investment during the Investment Period shall be subject to the Negotiated FILOT for a payment period of forty (40) years, up to an aggregate of forty-five (45) years or, if the Investment Period is extended as set forth in **Section 4.01(c)** hereof, up to an aggregate of fifty (50) years.

(ii) The Negotiated FILOT shall be determined using: (1) an assessment ratio of 6%; (2) the lowest millage rate or rates allowed with respect to the Project pursuant to Section 12-44-50(A)(1)(d) of the Negotiated FILOT Act, which millage rate or millage rates shall be fixed pursuant to Section 12-44-50(A)(1)(b)(i) of the Negotiated FILOT Act for the full term of the Negotiated FILOT, and which millage rate the parties believe to be 374.2 mills; and (3) the fair market value of such Negotiated FILOT Property as determined in accordance with Section 12-44-50(A)(1)(c) of the Negotiated FILOT Act, which, for typical arm's length construction or acquisition, uses the original income tax basis for any real property without regard to depreciation or reassessment and the original income tax basis for any personal property less allowable depreciation (except depreciation due to extraordinary obsolescence); provided, however, that the Company or any other Sponsor or Sponsor Affiliate and the County may agree at a later date to amend this Agreement as to Negotiated FILOT Property owned by the Company or such other Sponsor or Sponsor Affiliate so as to determine the fair market value of any such real property in accordance with any other method permitted by the Negotiated FILOT Act.

(iii) All such calculations shall take into account all deductions for depreciation or other diminution in value allowed by the Code or by the tax

laws generally, as well as tax exemptions which would have been applicable if such property were subject to *ad valorem* taxes, except the five-year exemption from County taxes allowed for certain manufacturing, distribution, corporate headquarters and research and development facilities pursuant to Section 3(g) of Article X of the Constitution of the State and Sections 12-37-220(B)(32) and (34) of the Code; provided, however, the Company or any other Sponsor or Sponsor Affiliate shall not be entitled to extraordinary obsolescence with respect to Negotiated FILOT Property as set forth in Section 12-44-50(A)(1)(c)(ii) of the Negotiated FILOT Act.

(iv) For purposes of calculating the Negotiated FILOT, the Negotiated FILOT Property shall not include any Released Property or Non-Qualifying Property.

(c) The Negotiated FILOT Payments are to be recalculated:

(i) to reduce such payments in the event the Company or any other Sponsor or Sponsor Affiliate disposes of any part of the Negotiated FILOT Property within the meaning of Section 12-44-50(B) of the Negotiated FILOT Act and as provided in **Section 4.01(e)(ii)** hereof, by the amount applicable to the Released Property;

(ii) to reduce such payments in the event that the Negotiated FILOT Property or any portion thereof is damaged or destroyed, lost or stolen, or the subject of condemnation proceedings or otherwise removed from the Project as a result of circumstances beyond the control of the Company or any other Sponsor or Sponsor Affiliate, including, without limitation, a Force Majeure;

(iii) to increase such payments in the event the Company or any other Sponsor or Sponsor Affiliate adds any Negotiated FILOT Property (other than Replacement Property) to the Project; or

(iv) to adjust such payments if the Company or any other Sponsor or Sponsor Affiliate elects to convert any portion of the Negotiated FILOT Property from the Negotiated FILOT to *ad valorem* taxes, or to FILOT payments pursuant to the Multi-County Park Act, as the case may be, as permitted by **Section 4.01(e)(iii)**.

(d) Upon installation or placing in service of any Replacement Property for any Released Property, such Replacement Property shall become subject to Negotiated FILOT Payments to the fullest extent allowed by the Negotiated FILOT Act, subject to the following rules:

(i) Such Replacement Property does not have to serve the same function as the Released Property it is replacing. Replacement Property is deemed to replace the oldest property subject to the Negotiated FILOT, whether real or personal, which is disposed of in the same Property Tax Year as the Replacement Property is placed in service. Replacement Property qualifies for Negotiated FILOT Payments up to the original income tax basis of the Released Property which it is replacing in the same Property Tax Year. More than one piece of property can replace a single piece of property. To the extent that the income tax basis of the Replacement Property exceeds the original income tax basis of the Released Property which it is replacing, the excess amount is subject to payments equal to the *ad valorem* taxes, or FILOT payments pursuant to the Multi-County Park Act, as the case may be, which would have been paid on such property but for this Agreement. Replacement Property is entitled to the Negotiated FILOT Payments for the remaining portion of the Negotiated FILOT Payment period set forth in **Section 5.01(b)(i)** hereof applicable to the Released Property.

(ii) The Company or any other Sponsor or Sponsor Affiliate shall maintain, or cause to be maintained, records sufficient to identify all Replacement Property it places in service, and the Negotiated FILOT Payments with respect thereto shall be calculated using the millage rate and assessment ratio provided on the property it is replacing.

(e) In the event that, for any reason, the Negotiated FILOT Act and/or the Negotiated FILOT or any portion thereof is, by a court of competent jurisdiction following allowable appeals, declared invalid or unenforceable in whole or in part, or the portion of the Project consisting of Negotiated FILOT Property is deemed not to be eligible for a Negotiated FILOT pursuant to the Negotiated FILOT Act in whole or in part, the Company and the County express their intentions that such payments be reformed so as to afford the Company and each other Sponsor or Sponsor Affiliate benefits commensurate with those intended under this Agreement as then permitted by law, including without limitation any benefits afforded under Title 4, Chapter 12 and Title 4, Chapter 29 of the Code, as applicable, to the extent allowed by law. Absent the legal authorization to effect such reformation, the Company and the County agree that there shall be due hereunder with respect to the portion of the Negotiated FILOT Property affected by such circumstances *ad valorem* taxes, or FILOT payments pursuant to the Multi-County Park Act, as the case may be, and that, to the extent permitted by law, the Company and any other Sponsor or Sponsor Affiliate shall be entitled: (1) to enjoy any exemption from *ad valorem* taxes, or from FILOT payments pursuant to the Multi-County Park Act, as the case may be, provided by Article X, Section 3 of the Constitution of the State, and any other exemption allowed by law; (2) to enjoy all allowable depreciation; and (3) to receive all other tax credits which would be due if the Company and each other Sponsor or Sponsor Affiliate were obligated to pay *ad valorem* taxes or make FILOT payments pursuant to the Multi-County Park Act, as the case may be, hereunder. To the extent that under such circumstances the Negotiated

FILOT Payments hereunder are subject to retroactive adjustment, then there shall be due and payable from the Company and any other Sponsor or Sponsor Affiliate, as the case may be, with respect to such entity's portion of the Negotiated FILOT Property in question, an amount equal to the difference between the Negotiated FILOT Payments theretofore actually paid and the amount which would have been paid as *ad valorem* taxes, or as FILOT payments pursuant to the Multi-County Park Act, as the case may be, together with interest on such deficiency as provided in Section 12-54-25(D) of the Code (a "Deficiency Payment").

(f)

(i) In the event that the Minimum Statutory Investment Requirement is not satisfied by the end of the Compliance Period, then all Negotiated FILOT Payments shall revert retroactively to *ad valorem* taxes, or FILOT payments pursuant to the Multi-County Park Act, as the case may be, calculated as set forth in paragraph (e) above, and a Deficiency Payment from each such owing entity shall be due and payable with respect to Negotiated FILOT Payments theretofore made. In the event that the aggregate investment in the Project by all Sponsors and Sponsor Affiliates does not exceed \$5,000,000 by the end of the Compliance Period and any Sponsor or Sponsor Affiliate does not satisfy the Minimum Statutory Investment Requirement solely through its own direct investment in the Project, then the Negotiated FILOT Payments with respect to that portion of the Project owned by such non-qualifying Sponsor or Sponsor Affiliate shall revert retroactively to *ad valorem* taxes, or FILOT payments pursuant to the Multi-County Park Act, as the case may be, calculated as set forth in paragraph (e) above, and such Sponsor or Sponsor Affiliate shall owe a Deficiency Payment with respect to Negotiated FILOT Payments theretofore made as to such portion of the Project. To the extent necessary to collect a Deficiency Payment under this clause (i) due to failure to satisfy the Minimum Statutory Investment Requirement, Section 12-44-140(D) of the Negotiated FILOT Act provides that any statute of limitations that might apply pursuant to Section 12-54-85 of the Code is suspended.

(ii) [Reserved]

(iii) In the event that the Minimum Statutory Investment Requirement is satisfied by the end of the Compliance Period, but following the Compliance Period, investment in the Project, without regard to depreciation or other diminution in value, falls below the investment level set forth in the Minimum Statutory Investment Requirement, then the Project shall prospectively be subject to *ad valorem* taxes, or FILOT payments pursuant to the Multi-County Park Act, as the case may be, calculated as set forth in paragraph (e) above, in accordance with Section 12-44-140(C) of the

Negotiated FILOT Act, commencing with any Negotiated FILOT Payments due with respect to Project property placed in service as of the end of the Property Tax Year in which such deficiency occurs.

(iv) In accordance with the provisions of **Sections 4.01(b) and 6.02** hereof, except for Existing Property, the investment in all property utilized by the Company or any other Sponsor or Sponsor Affiliate at the Land, whether owned by the Company or any other Sponsor or Sponsor Affiliate outright or utilized by the Company or any other Sponsor or Sponsor Affiliate pursuant to any financing agreement or any lease or other arrangement with the Company or any other Sponsor or Sponsor Affiliate, and whether or not subject to this Agreement, shall be counted toward all investment obligations under this Agreement, including, to the extent permitted by law, investment obligations under the Negotiated FILOT Act.

(g) Except as otherwise set forth in this Agreement or as otherwise required by the Negotiated FILOT Act, any amounts due to the County under this **Section 5.01** as a Deficiency Payment or other retroactive payment shall be paid within one hundred eighty (180) days following receipt by the Company or any other Sponsor or Sponsor Affiliate of notice from the County that such a Deficiency Payment or other retroactive payment is due from such entity.

Section 5.02. Statutory Lien. The parties hereto acknowledge the County's right to receive Negotiated FILOT Payments hereunder and that the County is entitled to and shall have a statutory lien with respect to the Project pursuant to Section 12-44-90(E) of the Negotiated FILOT Act and Title 12, Chapter 54 of the Code relating to the collection and enforcement of *ad valorem* property taxes.

ARTICLE VI

THIRD PARTY ARRANGEMENTS

Section 6.01. Conveyance of Liens and Interests; Assignment. The County agrees that the Company and each other Sponsor or Sponsor Affiliate may at any time: (a) transfer all or any of its rights and interests hereunder or with respect to all or any part of the Project to any Person; or (b) enter into any lending, financing, leasing, security, or similar arrangement or succession of such arrangements with any financing entity or other Person with respect to this Agreement or all or any part of the Project, including without limitation any sale-leaseback, equipment lease, build-to-suit lease, synthetic lease, nordic lease, defeased tax benefit or transfer lease, assignment, sublease or similar arrangement or succession of such arrangements, regardless of the identity of the income tax owner of such portion of the Project, whereby the transferee in any such arrangement leases the portion of the Project in question to the Company or any other Sponsor or Sponsor Affiliate or operates such assets for the Company or any other Sponsor or Sponsor Affiliate or is leasing all or a portion of the Project in question from the Company or any other Sponsor or Sponsor Affiliate. In the event of any such transfer, lease, financing, or other

transaction described above, the rights and interests of the Company or such other Sponsor or Sponsor Affiliate under this Agreement, including, without limitation, the benefits of the Negotiated FILOT, the Special Source Credits, and the Multi-County Park, with respect to any Project property so transferred, leased, financed, or otherwise affected shall be so transferred and preserved, automatically, without further action of the County or the Council, subject to the following provisions: (i) except in connection with any transfer to any other Sponsor or Sponsor Affiliate or an Affiliate of the Company or any other Sponsor or Sponsor Affiliate, or transfers, leases, or financing arrangements pursuant to clause (b) above, as to all of which transfers and other transactions the County hereby preapproves and consents, the Company shall obtain the prior consent or subsequent ratification of the County, which consent or subsequent ratification of the County shall not be unreasonably conditioned, withheld, or delayed; (ii) except when a financing entity which is the income tax owner of all or part of the Project property is the transferee pursuant to clause (b) above and such financing entity assumes in writing the obligations of the Company or any such other Sponsor or Sponsor Affiliate hereunder, or when the County consents in writing or when the transfer relates to Released Property pursuant to **Section 4.01(e)** hereof, no such transfer shall affect or reduce any of the obligations of the Company or any such other Sponsor or Sponsor Affiliate hereunder; (iii) to the extent the transferee or financing entity shall become obligated to make Negotiated FILOT payments hereunder, the transferee shall assume the then current basis of the Company or any such other Sponsor or Sponsor Affiliate (or prior transferee) in the Negotiated FILOT Property transferred; (iv) the Company or any such other Sponsor or Sponsor Affiliate, transferee or financing entity shall, within sixty (60) days thereof, furnish or cause to be furnished to the County and the Department of Revenue notice of any such transfer agreement; and (v) the Company or any such other Sponsor or Sponsor Affiliate and the transferee shall comply with all other requirements of the Transfer Provisions in order to preserve the benefits of the Negotiated FILOT.

Subject to County consent when required under this **Section 6.01**, and at the expense of the Company or any such other Sponsor or Sponsor Affiliate, the County agrees to take such further action and execute such further agreements, documents, and instruments as may be reasonably required to effectuate the assumption by any such transferee of all or part of the rights of the Company or any other Sponsor or Sponsor Affiliate under this Agreement and/or any release of the Company or any other Sponsor or Sponsor Affiliate pursuant to this **Section 6.01**.

The County acknowledges that, notwithstanding any of the terms of this **Section 6.01** or this Agreement, the County has no right of consent or subsequent ratification to a change in the direct or indirect ownership of the Company.

The Company acknowledges that any transfer of an interest under this Agreement or in the Negotiated FILOT Property may cause all or part of the Negotiated FILOT Property to become ineligible for a Negotiated FILOT or result in penalties under the Negotiated FILOT Act absent compliance by the Company or any such other Sponsor or Sponsor Affiliate with the Transfer Provisions.

Section 6.02. Sponsors and Sponsor Affiliates. The Company may designate from time to time other Sponsors or Sponsor Affiliates pursuant to the provisions of Sections 12-44-30(19) or (20), respectively, and Section 12-44-130 of the Negotiated FILOT Act, which Sponsors or Sponsor Affiliates shall be Persons who join with the Company and make investments with respect to the Project, or who participate in the financing of such investments, who agree to be bound by the terms and provisions of this Agreement and who shall be Affiliates of the Company or other Persons described in **Section 6.01(b)** hereof, provided, such Person must deliver to the County and the Department of Revenue a joinder agreement in the form attached hereto as **Exhibit B**. All other Sponsors or Sponsor Affiliates who otherwise meet the requirements of Section 12-44-30(19) or (20) and Section 12-44-130 of the Negotiated FILOT Act must be approved by resolution of the Council. To the extent that a Sponsor or Sponsor Affiliate invests an amount equal to the Minimum Statutory Investment Requirement at the Project by the end of the Compliance Period all investment by such Sponsor or Sponsor Affiliate shall qualify for the Negotiated FILOT payable under **Section 5.01** hereof (subject to the other conditions set forth therein) in accordance with Section 12-44-30(19) of the Negotiated FILOT Act. To the extent that the aggregate investment in the Project by the end of the Compliance Period by the Company and all Sponsors and Sponsor Affiliates exceeds \$5,000,000 as provided in Section 12-44-30(19) of the Negotiated FILOT Act, all investment by such Sponsors and Sponsor Affiliates during the Investment Period shall qualify for the Negotiated FILOT pursuant to **Section 5.01** of this Agreement (subject to the other conditions set forth therein) regardless of whether each such entity invested amounts equal to the Minimum Statutory Investment Requirement by the end of the Compliance Period. The Company shall provide the County and the Department of Revenue with written notice of any Sponsor or Sponsor Affiliate designated pursuant to this **Section 6.02** within ninety (90) days after the end of the calendar year during which any such Sponsor or Sponsor Affiliate has placed in service Negotiated FILOT Property to be used in connection with the Project, all in accordance with Section 12-44-130(B) of the Negotiated FILOT Act, provided that delivery of the joinder agreement as described above shall satisfy such notice requirement.

ARTICLE VII

TERM; TERMINATION

Section 7.01. Term. Unless sooner terminated pursuant to the terms and provisions herein contained, this Agreement shall be and remain in full force and effect for a term commencing on the date on which the Company executes this Agreement and ending at midnight on the later of (i) the day the last Negotiated FILOT Payment is made hereunder, or (ii) the day that all Special Source Credits due from the County hereunder have been fully provided by the County.

Section 7.02. Termination. In addition to the termination rights of the County under **Section 8.02(a)** hereof, the County and the Company may jointly agree to terminate this Agreement at any time, or the Company, may, at its option, unilaterally terminate this Agreement at any time, with respect to all, or any portion, of the Project in which event the Project, or such portion of the Project, shall be subject to *ad valorem* taxes, or to FILOT Payments pursuant to the Multi-County Park Act, as the case may be, from the date of termination. Notwithstanding the

termination of this Agreement, the County shall have the same rights to receive payment for any retroactive *ad valorem* taxes, Deficiency Payments, interest or penalties, and the same enforcement rights with respect to such obligations as it would have with respect to *ad valorem* taxes, and the County's rights arising under **Section 5.01** hereof prior to the time of such termination shall survive any such termination.

ARTICLE VIII

EVENTS OF DEFAULT AND REMEDIES

Section 8.01. Events of Default. Any one or more of the following events (herein called an "Event of Default", or collectively "Events of Default") shall constitute an Event of Default by the Company or any other Sponsor or Sponsor Affiliate (the "Defaulting Entity") but only with respect to such Defaulting Entity's rights, duties, and obligations contained herein:

(a) if default shall be made in the due and punctual payment of any Negotiated FILOT Payments, which default shall not have been cured within sixty (60) days following receipt of written notice of such default from the County; or

(b) if default shall be made in the due performance of or compliance with any of the terms hereof, other than those referred to in the foregoing paragraph (a), and such default shall continue for ninety (90) days after the County shall have given the Defaulting Entity written notice of such default; provided, the County may, in its discretion, grant the Defaulting Entity a longer period of time as necessary to cure such default if the Defaulting Entity proceeds with due diligence to cure such default; provided however, that no Event of Default shall exist under this Agreement during any period when there is pending, before any judicial or administrative tribunal having jurisdiction, any proceeding in which the Defaulting Entity has contested the occurrence of such default.

Notwithstanding anything herein to the contrary, failure to meet any investment requirements, thresholds, or levels set forth in this Agreement shall not be deemed to be an Event of Default under this Agreement, but may terminate certain benefits hereunder or obligate the Company or other Sponsors or Sponsor Affiliates, as the case may be, to make certain additional payments to the County, all as set forth in **Sections 4.02 and 5.01(f)** hereof.

Section 8.02. Remedies on Event of Default. Upon the occurrence of any Event of Default, the following remedies may be exercised by the County only as to the Defaulting Entity:

(a) the County may terminate this Agreement by delivery of written notice to the Defaulting Entity not less than sixty (60) days prior to the termination date specified therein; or

(b) the County may have access to and inspect, examine, and make copies of the books and records of the Defaulting Entity pertaining to the construction, acquisition,

or maintenance of the Project or calculation of the Negotiated FILOT as provided in **Section 4.06** hereof; or

(c) the County may take whatever action at law or in equity as may appear necessary or desirable to collect the amount then due or enforce the County's rights hereunder, it being the express intent of the parties hereto that the County, without limitation, shall have the same remedies available by law to collect Negotiated FILOT Payments as if they were delinquent *ad valorem* tax payments, including execution upon the lien referred to in **Section 5.02** hereof.

Section 8.03. Defaulted Payments. In the event the Company or any other Sponsor or Sponsor Affiliate should fail to make any of the payments required to be made by such entity under this Agreement, the item or installment so in default shall continue as an obligation of such entity until the amount in default shall have been fully paid. If any such default relates to its obligations to make Negotiated FILOT Payments hereunder, such entity shall pay the same with interest thereon at the rate per annum provided by the Code for late payment of *ad valorem* taxes together with any penalties provided by the Code for late payment of *ad valorem* taxes, all as provided in Section 12-44-90 of the Negotiated FILOT Act.

Section 8.04. Default by County. Upon the default of the County in the performance of any of its obligations hereunder, the Company and any other Sponsor or Sponsor Affiliate may take whatever action at law or in equity as may appear necessary or desirable to enforce its rights under this Agreement, including without limitation a suit for *mandamus* or specific performance.

ARTICLE IX

MISCELLANEOUS

Section 9.01. Rights and Remedies Cumulative. Each right, power, and remedy of the County or of the Company or any other Sponsor or Sponsor Affiliate provided for in this Agreement shall be cumulative and concurrent and shall be in addition to every other right, power, or remedy provided for in this Agreement or now or hereafter existing at law or in equity, in any jurisdiction where such rights, powers, and remedies are sought to be enforced; and the exercise by the County or by the Company or any other Sponsor or Sponsor Affiliate of any one or more of the rights, powers, or remedies provided for in this Agreement or now or hereafter existing at law or in equity or by statute or otherwise shall not preclude the simultaneous or later exercise by the County or by the Company or any other Sponsor or Sponsor Affiliate of any or all such other rights, powers, or remedies.

Section 9.02. Successors and Assigns. The terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto, any Sponsors or Sponsor Affiliates, and their respective successors and assigns as permitted hereunder; provided, however, that notwithstanding anything herein to the contrary, the County may not assign any or all of its rights, duties, and obligations in, to, and under this Agreement without the written consent of the Company, which consent may be provided by the Company in its sole discretion.

Section 9.03. Notices; Demands; Requests. All notices, demands, and requests to be given or made hereunder to or by the County or the Company shall be in writing and shall be deemed to be properly given or made if sent by United States first class mail, postage prepaid, or reputable courier service, to the following persons and addresses or to such other persons and places as may be designated in writing by such party.

(a) As to the County:

Union County
Attn: County Supervisor
Union County Court House
210 W. Main Street
Union, SC 29379

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

Brandon Norris, County Attorney
Burr & Forman LLP
PO Box 447
Greenville, SC 29602

(c) As to the Company:

Buffalo PV1, LLC
Attn: Mac Flores
PO Box 2265
Mansfield, TX 76063

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

Haynsworth Sinkler Boyd, P.A.
Attn: William R. Johnson
P.O. Box 11889
Columbia, SC 29211

Section 9.04. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State. To the extent of any conflict between the provisions of this Agreement and the Act, the Act controls.

Section 9.05. Entire Understanding. This Agreement expresses the entire understanding and all agreements of the parties hereto with each other and supersedes all prior and contemporaneous discussions of the parties hereto, whether oral or written, and neither party hereto has made or shall be bound by any agreement or any warranty or 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 hereof. Unless as otherwise expressly set forth herein, this Agreement will not confer any rights or remedies upon any Person other than the parties hereto and their respective successors and assigns as permitted hereunder.

Section 9.06. Severability. In the event that any clause or provision of this Agreement shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not affect any of the remaining provisions hereof.

Section 9.07. Headings and Table of Contents; References. The headings of this Agreement and any Table of Contents annexed hereto are for convenience of reference only and shall not define or limit the provisions hereof or affect the meaning or interpretation hereof. All references in this Agreement to particular Articles or Sections or paragraphs of this Agreement are references to the designated Articles or Sections or paragraphs of this Agreement.

Section 9.08. Multiple Counterparts; Electronic Signatures. This Agreement may be executed in multiple counterparts, each of which shall be an original but all of which shall constitute but one and the same instrument. Signature pages to this Agreement may be delivered with original signatures or by photostatic reproduction, telephonic facsimile transmission, email or other electronic transmission or similar means whereby each original signature has been reproduced (including .pdf or any electronic signature complying with the U.S. federal E-SIGN Act of 2000, e.g., www.docuSign.com), and all reproduced signatures shall be deemed "electronic signatures" and equivalent to original signatures for all purposes.

Section 9.09. Amendments. Subject to the limitations set forth in Section 12-44-40(K)(2) of the Negotiated FILOT Act, this Agreement may be amended, or the rights and interest of the parties hereto hereunder surrendered, only by a writing signed by both parties hereto.

Section 9.10. Waiver. Either party hereto may waive compliance by the other party hereto with any term or condition of this Agreement only in a writing signed by the waiving party.

Section 9.11. Further Proceedings. The parties hereto intend any action to be taken hereinafter by the County pursuant to the express provisions of this Agreement may be undertaken by the Chairman of the Council without necessity of further proceedings. To the extent additional proceedings are required by law, however, the County agrees to undertake all such steps as may be reasonably required or appropriate to effectuate the intent of this Agreement.

[Execution Pages to Follow]

IN WITNESS WHEREOF, the parties hereto, each after due authorization, have executed this Fee in Lieu of Tax and Incentive Agreement to be effective as of the date first written above.

UNION COUNTY, SOUTH CAROLINA

By: _____
Phillip Russell, II, Chairman, County Council
Union County, South Carolina

[SEAL]

ATTEST:

By: _____
Kindra Horne, Clerk to County Council
Union County, South Carolina

BUFFALO PV1, LLC

By: _____

Name: _____

Its: _____

EXHIBIT A

LAND DESCRIPTION

Those parcels located in the County of Union, State of South Carolina, described below:

Parcel 1

ALL that piece, parcel or plantation of land situate, lying and being in Union, County of Union, State of South Carolina, containing ninety-six (96) acres, more or less.

Tax Pin Number (for informational purposes only): 091-00-00-062 000

Parcel 2

ALL that piece, parcel or plantation of land situate, lying and being in Union, County of Union, State of South Carolina, containing sixty-three (63) acres, more or less.

Tax Pin Number (for informational purposes only): 091-00-00-059 000

Parcel 3

ALL that piece, parcel or plantation of land situate, lying and being in Union, County of Union, State of South Carolina, containing one hundred seventy-one (171) acres, more or less.

Tax Pin Number (for informational purposes only): 081-00-00-036 000

Parcel 4

ALL that piece, parcel or plantation of land situate, lying and being in Union, County of Union, State of South Carolina, containing one hundred fifty-eight (158) acres, more or less.

Tax Pin Number (for informational purposes only): 091-00-00-063 000

Parcel 5

ALL that piece, parcel or plantation of land situate, lying and being in Union, County of Union, State of South Carolina, containing one hundred forty-six (146) acres, more or less.

Tax Pin Number (for informational purposes only): 081-00-00-031 000

Parcel 6

ALL that piece, parcel or plantation of land situate, lying and being in Union, County of Union, State of South Carolina, containing one hundred forty-six (146) acres, more or less.

Tax Pin Number (for informational purposes only): 082-20-00-001 000

EXHIBIT B

FORM OF JOINDER AGREEMENT

Reference is hereby made to the Fee in Lieu of Tax and Incentive Agreement, effective [●], 2024 ("Fee Agreement"), between Union County, South Carolina ("County") and Buffalo PV1, LLC ("Sponsor").

1. Joinder to Fee Agreement.

[_____] , [a _____] / [a resident of _____] ("Sponsor Affiliate"), hereby (a) joins as a party to, and agrees to be bound by and subject to all of the terms and conditions of, the Fee Agreement as if [he]/[she]/[it] were a Sponsor [except the following: _____]; (b) shall receive the benefits as provided under the Fee Agreement with respect to the Negotiated FILOT Property placed in service by the Sponsor Affiliate as if it were a Sponsor [except the following _____]; (c) acknowledges and agrees that (i) according to the Fee Agreement, the undersigned has been designated as a Sponsor Affiliate by the Sponsor for purposes of the Project; and (ii) the undersigned qualifies or will qualify as a Sponsor Affiliate under the Fee Agreement and Section 12-44-30(20) and Section 12-44-130 of the Negotiated FILOT Act.

2. Capitalized Terms.

Each capitalized term used, but not defined, in this Joinder Agreement has the meaning of that term set forth in the Fee Agreement.

3. Representations of the Sponsor Affiliate.

The Sponsor Affiliate represents and warrants to the County as follows:

(a) The Sponsor Affiliate is [in good standing under the laws of the state of its organization, is duly authorized to transact business in the State (or will obtain such authority prior to commencing business in the State)] / [a resident of _____], has power to enter into this Joinder Agreement, and has duly authorized the execution and delivery of this Joinder Agreement.

(b) The Sponsor Affiliate's execution and delivery of this Joinder Agreement, and [his] / [her] / [its] compliance with the provisions of this Joinder Agreement, do not result in a default, not waived or cured, under any agreement or instrument to which the Sponsor Affiliate is now a party or by which it is bound.

(c) The execution and delivery of this Joinder Agreement and the availability of the FILOT and other incentives provided by this Joinder Agreement has been instrumental in inducing the Sponsor Affiliate to join with the Sponsor in the Project in the County.

4. Governing Law; Counterparts.

This Joinder Agreement is governed by and construed according to the laws, without regard to principles of choice of law, of the State of South Carolina. This Joinder Agreement may be executed in multiple counterparts, and all counterparts together constitute one and the same instrument.

5. Notice.

Notices under Section 9.03 of the Fee Agreement shall be sent to:

[_____]

[Remainder of Page Intentionally Blank]
[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned has executed this Joinder Agreement to be effective as of the date set forth below.

_____, as a Sponsor Affiliate
Date _____

By: _____
Its: _____

IN WITNESS WHEREOF, the undersigned hereby designates the above-named [entity] / [individual] as a Sponsor Affiliate under the Fee Agreement effective as of the date set forth above.

BUFFALO PV1, LLC, as Sponsor

By: _____
Its: _____

IN WITNESS WHEREOF, the County acknowledges it has consented to the addition of the above-named [entity] / [individual] as a Sponsor Affiliate under the Fee Agreement effective as of the date set forth above.

UNION COUNTY, SOUTH CAROLINA

By: _____
Its: _____

[Signature Page to Joinder Agreement]

STATE OF SOUTH CAROLINA
COUNTY OF UNION
ORDINANCE NO. _____

**AN ORDINANCE AMENDING CHAPTER 2, ARTICLE XI OF THE
UNION COUNTY CODE OF ORDINANCES, IN CERTAIN LIMITED
REGARDS AND PARTICULARS ONLY, REGARDING BOARDS
AND COMMISSIONS; AND OTHER MATTERS RELATED
THERE TO.**

WHEREAS, Union County, South Carolina (the "County"), a body politic and corporate and a political subdivision of the State of South Carolina (the "State"), acting by and through its governing body, the Union County Council ("County Council"), has adopted multiple ordinances for the effective, efficient governance of the County, which, subsequent to adoption, are codified in the Union County Code of Ordinances (the "Code of Ordinances"), as amended, from time to time; and

WHEREAS, the County, acting by and through the County Council, is authorized by Section 4-9-30(6) of the South Carolina Code of Laws, 1976, as amended, among other sources, to establish such agencies, departments, boards, commissions and positions in the county as may be necessary and proper to provide services of local concern for public purposes, to prescribe the functions thereof and to regulate, modify, merge or abolish any such agencies, departments, boards, commissions and positions; and,

WHEREAS, County Council desires to amend the Code of Ordinances to modify, amend, and improve the administration of the various boards and commissions of the County process of appointing members to such boards and commissions; and,

WHEREAS, County Council desires to amend the Code of Ordinances to abolish certain boards and commissions of the County in order to reduce the number of boards and commissions, streamline the governance of the County, to remove certain boards and commissions that are no longer useful or relevant, and to provide for the most efficient systems of governance; and,

WHEREAS, County Council recognizes that there is a need to amend Article XI of Chapter 2 of the Code of Ordinances to achieve the results set forth above; and

WHEREAS, County Council has therefore determined to modify the Code of Ordinances in the following regards and particulars only, and to affirm and preserve all other provisions of the Code of Ordinances not specifically or by implication amended hereby.

NOW, THEREFORE, it is hereby ordained by the Union County Council, in meeting duly assembled, that:

1. That Section 2-200 of Article XI, Chapter 2 of the Code of Ordinances, entitled *Administration of boards, commissions, and committees*, is hereby amended and replaced to read as follows:

These regulations and procedures shall apply to all Union County boards, commissions, committees, or similar entities created by Union County Council under the auspices and authority of section 4-9-30 of the South Carolina Code of Laws, 1976, as amended, or any other body or entity is established by and subject to the rules and regulations of, or controlled by Union County Council, which is not otherwise regulated or controlled by state law, all of which, collectively, are hereby referred to as "board" or "boards". The following regulations are in addition to, not in lieu of, all others contained in the Union County Code of Ordinances or in any Union County

ordinance. In the event of any inconsistency, this section shall prevail over these general regulations, except as explicitly stated otherwise herein.

All terms of office shall run from January 1 through December 31 of the respective years of appointment and termination. All board terms shall be co-terminus with the term of the appointing or nominating council member. A staggered appointment schedule for all county council-appointed boards will be maintained in the county council office by the clerk to council.

No one shall be appointed to serve on more than one (1) board, commission, or other body appointed by council at any one (1) time, whether or not such board, commission or other body or entity is established by and subject to the rules and regulations of, or controlled by Union County Council. Appointment terms will be for four (4) years unless otherwise stated herein. No board member shall serve more than two (2) consecutive terms and will not be eligible for reappointment for a third consecutive term as long as there is another qualified applicant. The provisions on terms and term limits shall not operate to prematurely terminate the term of any board member serving at the time of adoption of these regulations, but shall apply to any terms or prospective terms thereafter.

Interested candidates for any board will be requested to complete the "Questionnaire for Board/Commission" and submit it to the clerk to council for distribution to council. Council is not required to select a board member from the submitted questionnaires; members of council may directly solicit a candidate for any appointment by the council. Candidates must be residents of Union County and must maintain their residence in Union County for the duration of their term of office unless they are being considered for an ex-officio or non-voting advisory position.

Notwithstanding any other provision of the Code, all boards will be appointed by the methodology of one (1) board member nominated per council district by the council member for each district and at-large representatives as required to meet the board membership total, as stated herein. All appointments to each board will be made upon recommendation by a council member before the full council with a majority vote. In the event a board vacancy exists for a period of three (3) months due to the failure of a council member nomination for the council member's district, any other council member may recommend and nominate a board member to the full council to fill said vacancy.

All requests for removal of a board member from a board will be made upon recommendation by a council member before the full council with a majority vote.

All board members must attend a minimum of seventy-five (75) percent of all meetings from January through December of each calendar year. A board member who is absent from three (3) consecutive meetings without adequate excuse, such as documented illness, or any board member who fails to attend a minimum of seventy-five (75) percent of all meetings from January through December of each calendar year shall be reported by the chairperson of that board to county council and shall be deemed to have forfeited their position on said board. County council shall by majority vote at its next available opportunity to either accept the forfeiture of the position and replace the board member, or otherwise excuse the absences and approve the board member's continued service on the board. Any board member may be removed or replaced at

considerations regarding an immediate family member. If the applicable persons become related during a board member's term, the board member may serve the remainder of the term, but shall recuse himself or herself from any decision, vote or discussion involving the board member's immediate family member. The term "immediate family" includes wife, husband, mother, father, sister, brother, son, daughter, mother-in-law, father-in-law, son-in-law, daughter-in-law, grandmother, grandfather, grandson, granddaughter, stepmother, stepfather, stepson, stepdaughter, domestic partner, significant other, or co-habitant. Situations not specifically addressed in this policy which create a conflict of interest or give the appearance of a conflict of interest, shall be governed by the South Carolina Ethics Act and, separately, through this section, and, without creating any responsibility as to the county, may be addressed by the county in the sole discretion of the county.

All board members will serve without compensation.

Removal of board members will be by majority vote of county council.

2. That Section 2-202 of Article XI, Chapter 2 of the Code of Ordinances, entitled *Appointments to be made by council as terms expire*, is hereby amended and replaced to read as follows:

The Union County Carnegie Library, the Union County Airport Commission, and any other local boards, committees and commissions whose appointment is not provided for by the general law or the Constitution shall be appointed by the county council as their various terms of office expire.

3. That the County board known as the Council on Aging is hereby abolished and that Division 2, Sections 2-211 through 2-212 of Chapter 2 of the Code of Ordinances, entitled *Council on Aging*, is hereby repealed, removed, and abrogated in its entirety.

4. That the County board known as the Commission on Alcohol and Drug Abuse is hereby abolished and that Division 3, Sections 2-221 through 2-225 of Chapter 2 of the Code of Ordinances, entitled *Commission on Alcohol and Drug Abuse*, is hereby repealed, removed, and abrogated in its entirety. Further, the Union County Supervisor is hereby authorized and directed to take all steps required or necessary to transfer the responsibilities and duties set forth in Division 3 to the State of South Carolina.

5. That the County board known as the Stadium Commission is hereby abolished and that Division 5, Sections 2-241 through 2-243 of Chapter 2 of the Code of Ordinances, entitled *Stadium Commission*, is hereby repealed, removed, and abrogated in its entirety.

6. That the County board known as the Fair Association is hereby abolished and that Division 6, Sections 2-251 through 2-257 of Chapter 2 of the Code of Ordinances, entitled *Fair Association*, is hereby repealed, removed, and abrogated in its entirety. The County will retain ownership of the real property deeded to the County by Mary Emma Foster by Deed in Deed Book 67 at page 648, and plat recorded in Plat Book 4 at page 33, Office of the Clerk of Court of Union County, located on the Old Buffalo Road, together with all buildings and improvements thereon (the "Fair Real Property") as referenced in the repealed Section 2-256. The use, control, and management of the Fair Real Property shall hereafter be governed by a non-profit organization to be determined by the County per the terms of a lease to be approved by County Council.

7. That the County board known as the Mental Retardation Board is hereby abolished and that Division 7, Sections 2-261 through 2-267 of Chapter 2 of the Code of Ordinances, entitled *Mental Retardation Board*, is hereby repealed, removed, and abrogated in its entirety.

8. That Section 2-274 of Article XI, Chapter 2 of the Code of Ordinances, entitled *General powers and duties*, is hereby amended to repeal, remove, and abrogate subsection (8) in its entirety.

9. That the County board known as the Disabilities and Special Needs Board is hereby abolished and that Division 9, Sections 2-281 through 2-267 of Chapter 2 of the Code of Ordinances, entitled *Disabilities and Special Needs Board*, is hereby repealed, removed, and abrogated in its entirety.

10. That the purposes of the Capital Projects Commission have been achieved, that the Capital Projects Commission is no longer in existence by the terms of its creation under Resolution 2-9-00 and South Carolina state law, and that Division 10, Sections 2-301 through 2-303 of Chapter 2 of the Code of Ordinances, entitled *Capital Projects Commission*, is hereby repealed, removed, and abrogated in its entirety.

11. That the County board known as the Tourism Commission is hereby abolished and that Division 11, Sections 2-321 through 2-326 of Chapter 2 of the Code of Ordinances, entitled *Tourism Commission*, is hereby repealed, removed, and abrogated in its entirety, so County Council may, in its discretion, establish an Accommodations Tax Advisory Committee.

12. Should any part or provision of this Ordinance be deemed unconstitutional or unenforceable by any court of competent jurisdiction, such determination shall not affect the rest and remainder of this Ordinance, all of which is hereby deemed separable.

13. All ordinances, orders, resolutions, and actions of County Council inconsistent herewith are, to the extent of such inconsistency only, hereby repealed, revoked, and rescinded. However, nothing contained herein shall cancel, void, or revoke, or shall be interpreted as cancelling, voiding, or revoking in any regard any prior acts, actions, or decisions of the County or County Council, valid and lawfully undertaken at the time, or to reinstate any prior act or enactment of Union County which was revoked or rescinded by such prior acts, actions, or decisions, in any regard.

14. All other terms, provisions, and parts of the Code of Ordinances not amended hereby, directly or by implication, shall remain in full force and effect.

15. This Ordinance shall take effect and be in full force and effect from and after third reading and enactment by County Council.

ORDAINED in meeting, duly assembled, this ____ day of _____, 2024.

ATTEST:

Kindra Horne
Clerk to Union County Council

Phillip Russell
Supervisor, Union County

First Reading: _____
Second Reading: _____
Third Reading: _____
Public Hearing: _____



Date: October 15, 2024

UNION COUNTY COUNCIL; COMMITTEE ON PUBLIC WORKS, ROADS, BRIDGES, AND COUNTY PROPERTY

Discussion of disposition of certain Union County
owned property, and possible purchase of property
for a proposed Timken Park expansion

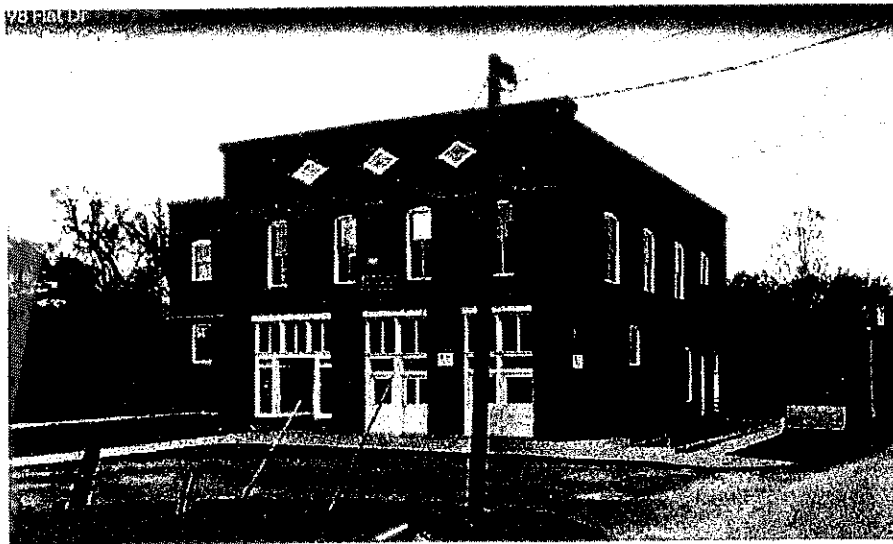
Discussion and possible recommendation from the Committee to full council

Consideration to Sell

501 Flat Drive

Buffalo SC

Current use: Buffalo American Legion and Jacob's Well. Union receives no rent for this buildings use





Summary

Parcel Number 072-06-16-055-000
Tax District County (SOUTH) 130
Location Address 501 FLAT DRIVE
Tax Bill Address 501 FLAT DRIVE, Union, SC 29379
Class Code (NOTE: Not Zoning Info) 00
Acres 0.00
Description 501 FLAT DRIVE
Legal Information BUFFALO SENIOR CENTER
Record Type
Town Code / Neighborhood
Owner Occupied

View Map

Owners

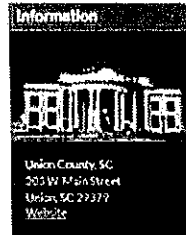
Union County, SC
210 W MAIN STREET
UNION, SC
29379

Sales Information

Sale Date	Price	Deed Book	Plat Book	Grantor
11-21-2000	\$1	02220566	A3210514	BUFFALO AMERICAN LEGION POST 87
3-17-1997	Not Available	02150610	Not Available	Not Available
11-12-1996	Not Available	02150119	Not Available	Not Available

[View All Properties](#)

An account is required to access this site but the information is free.



Union County Assessor
JAMES RICE
(843) 429-1650

Announcements
2016-10-10: 10:00 AM - 11:00 AM
Circuit Court

Consideration to Sell

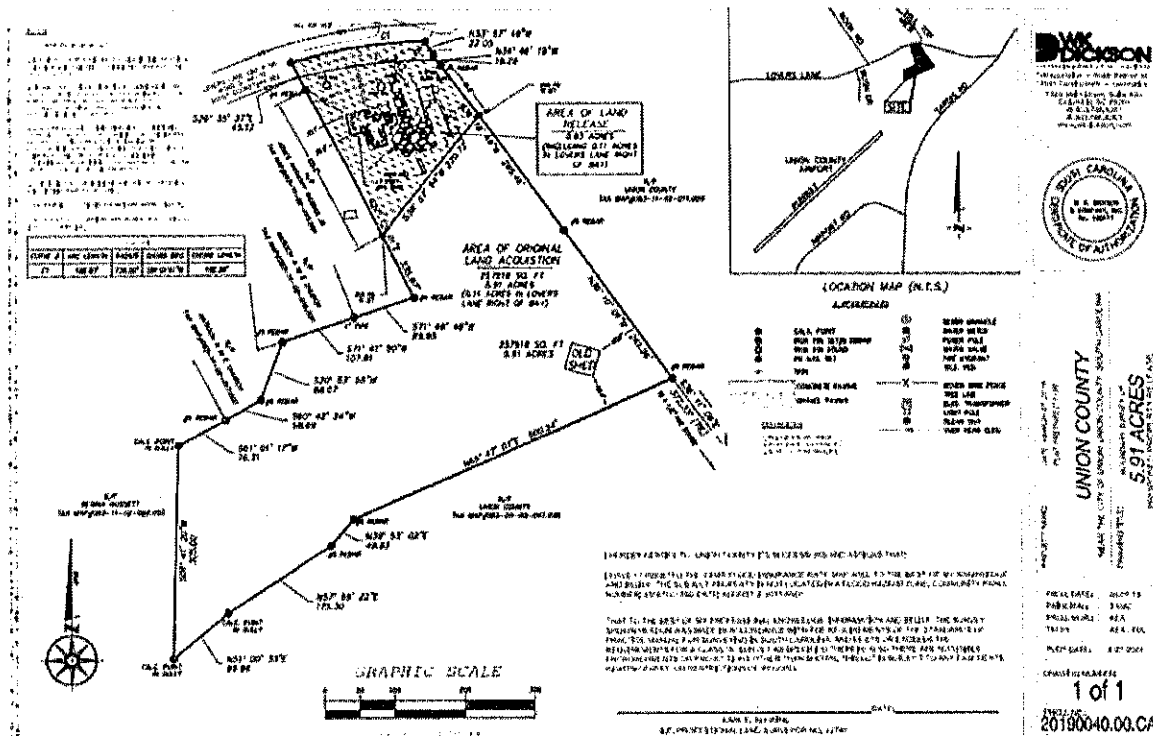
193 Lovers Lane Road:

History, purchased as part of an Airport Runway protection Grant by FAA.

Union has had property with house and building surveyed out of original property, and deed to .93 acres officially removed from the airport property. The goal is to have this property either marketed by a certified Realtor, or auctioned on the steps of the court house, with a minimum bid of estimated market value.



New Deed and Plat



Legal Property Description

All that piece, parcel lot or tract of land lying, situate and being in Union County, South Carolina, containing 0.93 acres, more or less, as shown on a plat prepared for County of Union by Robert W. Drummond, PLS # 22743 of Palmetto Corp, dated July 25, 2024 and recorded in the Union County Clerk of Court's Office in Plat Book _____, Page _____. Said plat is incorporated herein by reference for a more delated description of said tract of land, and being more fully described as follows:

BEGINNING at a mag nail located at the north east corner of the tract of land and at the centerline of Lovers Lane Road (S44-76); and running thence along the property line of the tract of land and property now or formerly of Union County S. 33°59'11" E. 22.05 feet to a point; and running thence along the property line of the tract of land and property now or formerly of Union County S. 34°47'42" E. 18.29 feet to a 5/8" rebar; and running thence along the property line of the tract of land and property now or formerly of Union County S. 36°20'12" E. 91.50 feet to a 1/2" rebar; turning and running thence along the property line of the tract of land and property now or

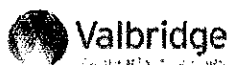
formerly of Union County S. 38°21'40" W. 221.81 feet to a 1/2" rebar; turning and running thence along the property line of the tract of land and property now or formerly of Anthony Thomas Jones Jr. N. 27°11'54" W. 239.20 feet to a 1/2" rebar; and running thence along the property line of the tract of land and property now or formerly of Anthony Thomas Jones Jr. N. 26°45'00" W. 45.15 feet to a mag nail at the centerline of Lovers Lane Road (S44-76); turning and running thence northeasterly along the centerline of Lovers Lane Road (S44-76) an arc length of 192.91 feet along the curve concave to the north, having a radius of 736.53 feet and a chord bearing of N. 81°40'18" E. and chord length of 192.36 feet to a mag nail located at the north east corner of the tract of land, being the POINT OF BEGINNING.

DERIVATION: This being a portion of the same property conveyed by deed from Terrance Jermaine Booker to Union County dated October 28, 2019, recorded October 28, 2019 in the Union County Clerk of Court's Office in Deed Book 287, Page 255, as revised and re-recorded March 10, 2020 in the Union County Clerk of Court's Office in Deed Book 289, Page 574.

P/O TMS # 083-11-02-013

Property Address (for reference only): 193 Lovers Lane Road, Union, South Carolina

Appraisal



Mr. Joseph J. Bartoway, AICP
W.K. Dickson & Co., Inc.

The client in this assignment is W.K. Dickson & Co., Inc. and the intended user of this report is W.K. Dickson & Co., Inc. and no others. The intended use is for internal decision-making purposes. The value opinions reported herein are subject to the definitions, assumptions, limiting conditions, and certifications contained in this report.

The findings and conclusions are further contingent upon the following extraordinary assumptions and/or hypothetical conditions, the use of which might have affected the assignment results:

Extraordinary Assumptions:

- In this appraisal there are no extraordinary assumptions.

Hypothetical Conditions:

- This appraisal utilizes the hypothetical condition that the subject has been subdivided from its parent parcel, as shown on the survey entitled Parcel Split Survey of Pin # 083-11-02-013, dated 03/15/2024.

Based on the analysis contained in the following report, our value conclusions are summarized as follows:

Value Conclusions

Component	As Is
Value Type	Market Value
Real Property Interest	Fee Simple
Effective Date of Value	May 31, 2024
Value Conclusion	\$215,000
	\$106.59 psf

Respectfully submitted,
Valbridge Property Advisors | Greenville | Asheville | Columbia

A handwritten signature in dark ink, appearing to read 'Lauren H. Turcotte'.

Lauren H. Turcotte
Licensed Appraiser
South Carolina, License #8372
License Expires 06-30-2026

A handwritten signature in dark ink, appearing to read 'Wadley R. Glenn, III'.

Wadley R. Glenn, III, MAI
Certified General Appraiser
South Carolina, License #5470
License Expires 06-30-2026

Ordinance ready for vote....

We are pending formal approval from FAA

STATE OF SOUTH CAROLINA
COUNTY OF UNION
ORDINANCE NO. _____

**A UNION COUNTY ORDINANCE AUTHORIZING THE SALE AND
CONVEYANCE OF CERTAIN UNION COUNTY-OWNED REAL
PROPERTY; AND OTHER MATTERS RELATED THERETO**

WHEREAS, Union County (the "County"), South Carolina (the "State"), a body politic and corporate and a political subdivision of the State, and as such possesses all powers granted to counties by the Constitution and laws of the State; and

WHEREAS, Section 4-9-30 of the Code of Laws of South Carolina, 1976, as amended, provides, in part, that counties may sell or otherwise dispose of real and personal property; and

WHEREAS, the County owns that certain 0.93 acre parcel of land located at 193 Lovers Lane Road, Union, South Carolina, being a portion of County Tax Map No. 083-11-02-013 and being more particularly described on Exhibit A (the "Land"), the appurtenances to the Land, and the improvements on the Land (the "Property"); and

WHEREAS, [Name of Purchaser] (the "Purchaser"), wishes to purchase the Property from the County, and the County wishes to convey the Property to the Purchaser (the "Transfer").

NOW, THEREFORE, BE IT ORDAINED, BY THE COUNTY COUNCIL OF UNION COUNTY AS FOLLOWS:

Section 1. Approval of Transfer. County Council hereby approves the Transfer of the Property to the Purchaser, subject only to the terms set forth in the Purchase and Sale Agreement attached as Exhibit B and incorporated herein by this reference.

Section 2. Acceptance of Purchase and Sale Agreement; Ratification of Acts and Execution. County Council hereby accepts and approves the Purchase and Sale Agreement. County Council hereby ratifies all actions heretofore taken by the County Supervisor with regard to the Transfer, including, without limitation, the execution and delivery of the Purchase and Sale Agreement.

Section 3. Performance Under Purchase and Sale Agreement. The County Supervisor shall be, and hereby is, authorized to and directed to enforce the terms of the Purchase and Sale Agreement and perform any and all acts on behalf of the County in accordance with the terms of the Purchase and Sale Agreement.

Section 4. Execution and Delivery of Transfer Documents. The County Supervisor shall be, and hereby is, authorized to and directed to execute and deliver, on behalf of the County,

all seller deliveries, as defined in the Purchase and Sale Agreement, all in accordance with the terms of the Purchase and Sale Agreement and in a form and substance acceptable to the County Supervisor, on advice of legal counsel to the County. The County Supervisor shall be, and hereby is, authorized and directed to execute and deliver any and all other documents or instruments on behalf of the County related to the Transfer in a form and substance acceptable to the County Supervisor, on advice of legal counsel to the County, including any and all documents and deliveries required by the Federal Aviation Administration to approve and effectuate the Transfer. The County Supervisor is further authorized and empowered to execute any subsequent amendments or revisions to the Purchase and Sale Agreement, seller deliveries, certifications or documents authorized under this Ordinance.

Section 5. Severability. If any section, phrase, sentence, or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

Section 6. Repeal of Inconsistent Ordinances and Resolutions. All ordinances and resolutions of the County, and any part of any ordinance or resolution, inconsistent with this Ordinance are hereby repealed to the extent of such inconsistency.

Section 7. Effective Date. This Ordinance shall be effective upon its enactment by the County Council.

[Execution Page Follows]

DONE AND ENACTED by the County Council of Union County, South Carolina, this
____ day of _____, 2024.

UNION COUNTY, SOUTH CAROLINA

(SEAL)

By: _____

Frank Hart, County Supervisor

Union County, South Carolina

ATTEST:

By: _____

Kindra Horne, Clerk to Union County Council

Union County, South Carolina

Date of First Reading: _____

Date of Second Reading: _____

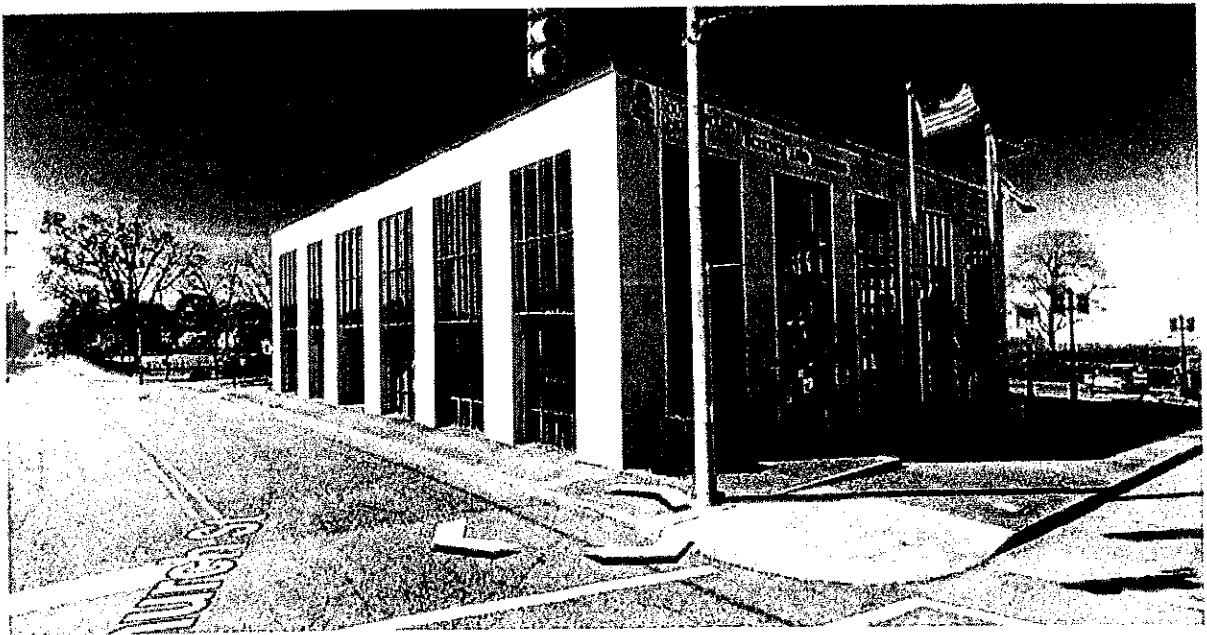
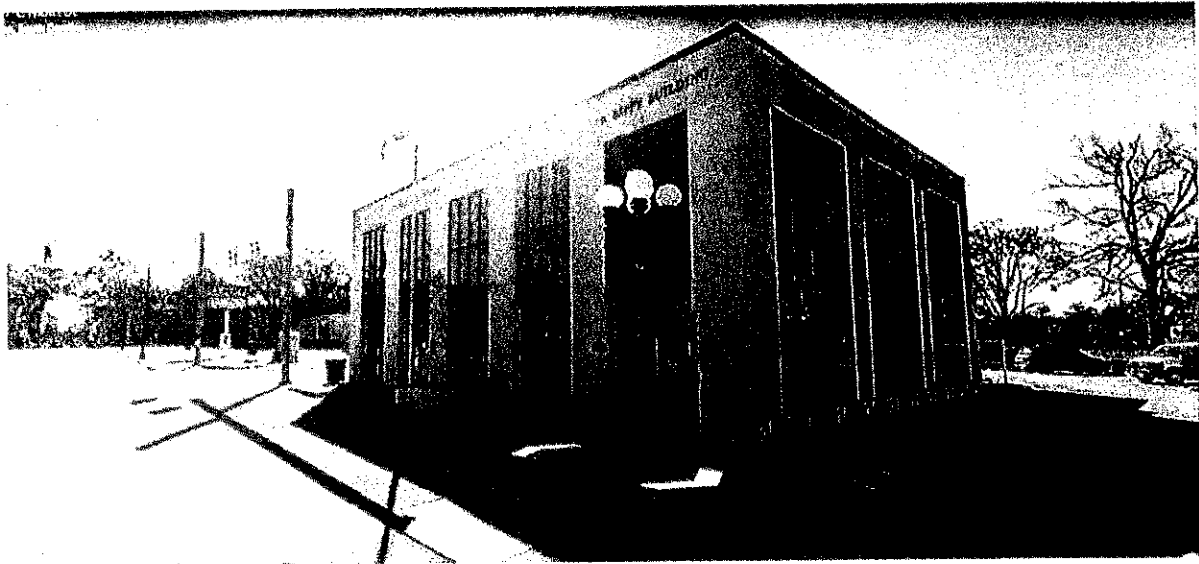
Date of Public Hearing: _____

Date of Third Reading: _____

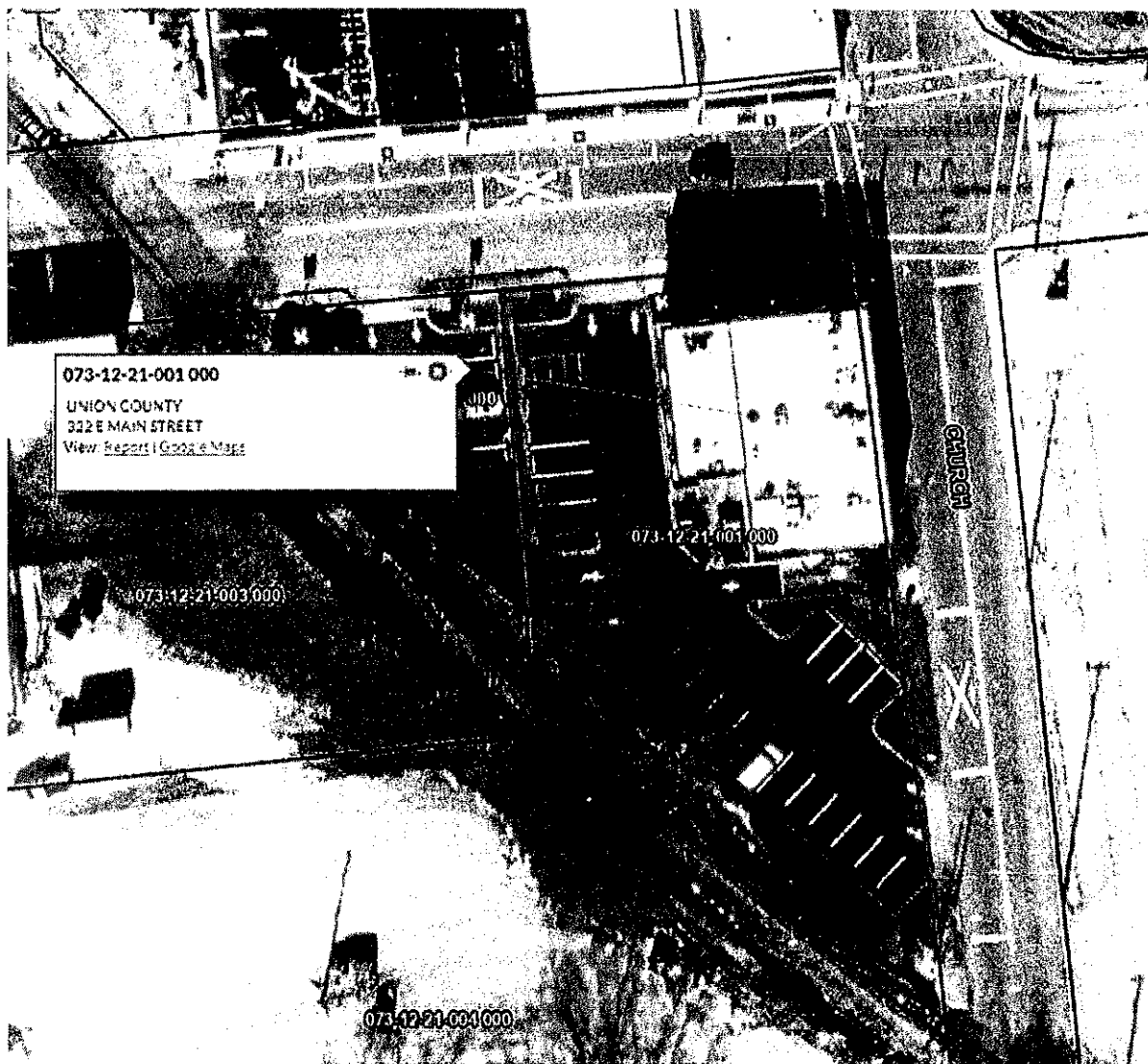
Consideration to Donate / Sell

322 E. Main Street, Union SC

Known as USC-Union Rippy Building







Phillip Russell

From: Artigliere, Adam <AArtigliere@burr.com>
Sent: Tuesday, September 17, 2024 4:02 PM
To: Lowell, Randy
Cc: 'Tim Svedlund'; Phillip Russell; Combs, Serina
Subject: RE: Union/Laurens Commission for Higher Education Information

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Dr. Lowell:

We have reviewed, and I have connected with the Supervisor. We are comfortable with the Commission holding real property based on the information provided. Union County will have a work session in November to discuss disposition of the building to ULCHE. Council will then consider an ordinance for the conveyance.

Thank you for your patience.

Please let us know if you have any questions or concerns.

Adam



Adam Artigliere

Partner

AArtigliere@burr.com

864-552-9364 (direct)



104 South Main Street, Suite 700
Greenville, SC 29601

The information contained in this email is intended for the individual or entity above. If you are not the intended recipient, please do not read, copy, use, forward or disclose this communication to others; also, please notify the sender by replying to this message, and then delete this message from your system. Thank you

From: Lowell, Randy <LOWELL@mailbox.sc.edu>
Sent: Friday, August 23, 2024 3:39 PM
To: Artigliere, Adam <AArtigliere@burr.com>
Cc: 'Tim Svedlund' <redzebramusic15@gmail.com>; prussell@countyofunion.com
Subject: Union/Laurens Commission for Higher Education Information

This is an EXTERNAL email! STOP, ASSESS, and VERIFY

Hi Adam,

I have attached a letter regarding the question of the Commission acquiring/holding property toward fulfillment of their function to provide higher education activities in the county, via USC Union, after consulting with the university's legal counsel. Also, attached, is a copy of a letter that they cited in support of that opinion and copies of the enabling legislation that created/updated the Commission with particularly relevant verbiage within those acts highlighted for you.

Thanks,
Randy

Dr. Randy Lowell
USC Union Campus Dean
Professor of Psychology

O: 864-424-8019 | F: 864-424-8092
Lowell@mailbox.sc.edu | uscunion.sc.edu

University of South Carolina Union
309 East Academy Street
Union, SC 29379

LEASE AGREEMENT

THIS LEASE AGREEMENT (the "Lease") made and entered into this th 10 day of August 2018, by and between Union County, South Carolina (hereinafter referred to as "Lessor"), and the Union-Laurens Commission on Higher Education (hereinafter referred to as "Lessee"),

IN CONSIDERATION of the mutual covenants and conditions hereinafter set forth, and intending to be legally bound thereby, Lessor and Lessee do hereby covenant and agree as follows:

1. Lease of Premises.

- a. The Lessor covenants that it owns certain real property designated as Union County Tax Map No. 073-12-21-001 (the "Land"), and all improvements thereon, including, a building otherwise known as the "Annex Building" (the "Building", and together with the Land, collectively, the "Premises").
 - b. The Lessor does hereby lease and demise to the Lessee, upon and subject to the terms, conditions, covenants and provisions hereinafter set forth, the certain portions of the Premises, as restricted by the terms set forth in Section 1.c. below (the "Leased Premises"), together with the right to use in common with others, the parking areas, hallways, pedestrian walkways, landscaped areas, restrooms, and other public areas of the Building (the "Parking/Public Areas"); provided, however, that the right to use the Parking/Public Areas shall at all times be subject to and in accordance with such reasonable rules and regulations as may from time to time be adopted, in writing, by Lessor. The Building, Premises, Parking/Public Areas, and Leased Premises are depicted and described on Exhibit A, attached hereto and incorporated herein by this reference.
 - c. Notwithstanding the lease and demise as set forth above, Lessor shall initially retain occupancy of the portions of the Building known as the "Family Court Office," the "Records Retention Room," "Data Equipment Room", and "Suite 320" (hereinafter collectively referred to as the "Retained Space"), all of which are specifically set forth on Exhibit A. Lessee understands and agrees that Lessor shall retain full rights to and in the Retained Space, along with all rights to and in the Parking/Public Areas. In Lessor's sole discretion, Lessor may vacate any part of, or all of the Retained Space, at one time, or in stages. Should Lessor vacate any or all of the Retained Space, Lessor shall notify Lessee, in writing, and thereby shall lease and demise the Retained Space, or applicable portion thereof, to Lessee, and such Retained Space, or portion thereof, shall thereafter become a part of the Leased Premises. Unless and until Lessor vacates the Retained Space as set forth herein, Lessee shall have no right of access to the Retained Space.
2. Term. The term of this Lease shall be for a period of twenty five (25) years (the "Term"), unless earlier terminated as provided herein. The initial term of the Lease is from July 10th 2018 (the "Commencement Date") until July 10th 2043 (the "Termination Date").
3. Rent. In consideration for use and occupancy of the Premises, Lessee agrees to pay Lessor the sum of one dollars (\$1.00) per year.
4. Use of the Leased Premises. The Lessee shall use the Leased Premises only for education and other uses directly related thereto. The Lessee covenants and agrees that Lessee shall not occupy or use the Parking/Public Areas or Leased Premises, or permit the same to be occupied or used, contrary to any statutes, rules, orders, ordinances, requirements or regulations applicable thereto, or in a manner which would constitute a public or private nuisance.
5. Condition of Premises. Lessee has examined the Parking/Public Areas and Leased Premises and is fully informed of their condition and accepts them in a "WHERE IS, AS IS" condition.
6. Maintenance and Repair. The Lessee covenants and agrees that it will, at its own expense, keep and

maintain the entire Premises, including the Parking/Public Areas and the entire Building, in good order, condition, and repair. The Lessee further covenants and agrees that it will, at its own expense, maintain and promptly repair the roof, exterior and structural portions of the Building and all other portions of the Premises, including the Parking/Public Areas and the entire Building, including, without limitation, the maintenance, repair and replacement of plumbing, air-conditioning, heating and electrical facilities. Unless and until Lessor vacates the Retained Space, Lessor shall be responsible only for the maintenance and upkeep of the interior portions of the Retained Space. Lessor is under no obligation to inspect the Building or Premises to find defects.

7. **Alterations and Improvements.** During the initial term or any renewal term of this Lease, Lessee shall have the right and privilege to make such alterations, improvements, additions and changes, structural or otherwise, to the Parking/Public Areas and Leased Premises, at its own cost and expense and in such manner as it may deem necessary or convenient; provided, however, that changes to the structural portions of the Building must first be submitted to Lessor for its prior written approval, which shall not be unreasonably withheld. Any alterations, improvements, additions or changes made to the Parking/Public Areas and Leased Premises by or for the Lessee under the terms of this paragraph shall attach to the realty and become the property of the Lessor at and upon termination of this Lease.
8. **Trade Fixtures and Equipment.** Lessee shall have the right to place or install in or upon the Parking/Public Areas and Leased Premises such trade fixtures and equipment as it shall deem desirable for its use of the Parking/Public Areas and Leased Premises, and all trade fixtures and equipment so placed in or upon the Parking/Public Areas and Leased Premises at the expense of the Lessee (whether or not readily removable) shall remain the property of the Lessee, and all or any part thereof may be removed by Lessee, but Lessee shall be under no obligation to remove same and may, at its option, surrender all or any part thereof with the Parking/Public Areas and Leased Premises. In the event such removal shall cause damage or disfigurement to the walls, ceilings or floors of the Parking/Public Areas and Leased Premises, the cost of repairing the same shall be borne by the Lessee.
9. **Surrender of Premises.** Upon the expiration or earlier termination of this Lease, Lessee shall surrender the Parking/Public Areas and Leased Premises to Lessor in as good order and condition as at the commencement of the term, reasonable wear and tear excepted.
10. **Utilities Charges.**
 - a. Lessee agrees to assume and pay for all utilities at the Parking/Public Areas and Leased Premises, including electric, gas, heating, air conditioning, internet, and telephone. Lessee shall assume and pay for all utilities for the Family Court Office and the Records Retention Room portions of the Retained Space.
 - b. Unless and until Lessor vacates the Suite 320 portion of the Retained Space, Lessor shall assume and pay for all utilities for the Suite 320 portion of the Retained Space if and where such utilities are directly metered.
11. **Licenses.** Lessee agrees to obtain and pay for all occupational licenses and other licenses or permits necessary for Lessee's use of the Premises, if any.
12. **Assignment and Subletting.**
 - a. The Lessee may assign this Lease and may sublet the whole or any part of the Premises, with the written approval of the Lessor, to be given in the sole discretion of the Lessor, and only if:
 - i. Lessee provides prior written notice to Lessor of the assignment or sublease; and
 - ii. The assignee or sublessee is a governmental entity or a 501(c)(3) eleemosynary corporation properly organized and existing under the laws of the State of South Carolina.

- b. In the event Lessee subleases the whole or any part of the Premises as provided above, Lessee shall not charge any sublessee any rent in an amount higher than the rent charged to Lessee pursuant to this Lease.
 - c. In the event Lessee subleases or assigns this Lease as provided above, Lessee shall remain primarily liable for the maintenance of the Premises and Building, shall remain primarily liable for the payment of the utilities as stated in the Lease, and shall remain primarily liable for the performance of each and all of the covenants and conditions hereof on the Lessee's part to be performed, and any assignee or sublessee shall be subject to all the covenants, obligations and conditions herein provided.
 - d. The Lessee may not otherwise assign this Lease or sublet the whole or any part of the Premises, and any attempt to assign this Lease or sublet the whole or any part of the Premises shall be null and void.
13. **Insurance.** Lessee shall carry at Lessee's own expense and pay all premiums for insurance to cover Lessee's personal property and trade fixtures contained within the Premises. Lessee will also carry and keep in force a policy of comprehensive public liability insurance, including property damage, with respect to the Premises. This policy shall provide at least the following limits: bodily injury \$1,000,000 each person, \$2,000,000 each occurrence and property damage \$1,000,000 each occurrence. In addition to Lessee, the policy shall also name Lessor as an additional insured at the cost of Lessee. Lessee shall, upon demand, deliver to Lessor a certificate or other evidence that this public liability insurance coverage is being maintained by Lessee. The insurance required by this Lease shall, at a minimum, be issued by insurance companies authorized to do business in the State of South Carolina.

Lessor will insure the Building and Premises against fire or other casualty loss at replacement value of the Building and Premises. Lessee shall reimburse Lessor annually for the cost of Lessor's insurance on the Building and Premises.

Lessor shall not be liable to Lessee or Lessee's employees, agents, representatives, officers, directors, members, partners, invitees or licensees for any damage whatsoever to persons or property of Lessee or Lessee's employees, agents, representatives, officers, directors, members, partners, invitees or licensees for occurrences on the Premises.

14. **Default and Remedies.**

- a. It shall be an event of default under this Lease if:
 - i. Either party fails to observe, keep or perform any of the terms, covenants, agreements or conditions contained herein, or any provisions as contained in any rules or regulations that may now or hereafter be prepared and such failure continues for a period of ten (10) days after written notice by the other party specifying the nature of the default; or
 - ii. Lessee becomes bankrupt or insolvent or makes a transfer in fraud of creditors, or makes an assignment for the benefit of creditors, or if any proceedings in bankruptcy shall be instituted by or against the Lessee which results in adjudication of bankruptcy or if Lessee has instituted any proceedings of any kind under any provision of the Federal Bankruptcy Act or under any other insolvency, bankruptcy or reorganization act and, in the event of any such proceedings are involuntary, the party is not discharged from the same within thirty (30) days thereafter; or
 - iii. A receiver is appointed for a substantial part of the assets of Lessee; or
 - iv. Lessee ceases to occupy the Premises for a period of twenty (20) days or more.
- b. If a party is in default of this Lease, then the non-defaulting party may, without further notice or demand, do any of the following:

- i. Give notice of termination to the defaulting party, and on the date specified in such notice this Lease shall terminate.
 - ii. Recover all damages proximately caused by the default, including attorney's fees and court costs.
 - c. Upon the expiration or earlier termination of this Lease, the Lessor may thereupon lawfully enter into or upon the premises or any part thereof, repossess the same and expel Lessee therefrom without prejudice to any other claim or remedies the Lessor may have for damages for breach of this Lease.
15. **Lessor's Right of Entry.** Lessor or its agents may enter the Leased Premises at reasonable hours to inspect the Leased Premises or for the purpose of inspecting the performance by Lessee of the terms and conditions of this Lease or to do any act or thing necessary for the safety or preservation of the Leased Premises.
16. **Indemnity.** Lessee agrees to release, indemnify and hold Lessor, its council members, officers, employees, agents, attorneys, successors and assigns harmless from and against any and all losses, damages, actions, fines, penalties, demands, damages, liability and expense, including attorney's fees and costs through litigation and all appeals, in connection with the loss of life, personal injury and damage to property, resulting from the negligence or intentional misconduct of Lessee, its employees or agents, arising from or out of any occurrence in, upon, at or about the Premises.
17. **Disclaimer of Liability.** LESSOR HEREBY DISCLAIMS, AND LESSEE HEREBY RELEASES LESSOR FROM, ANY AND ALL LIABILITY, WHETHER IN CONTRACT OR TORT (INCLUDING STRICT LIABILITY AND NEGLIGENCE) FOR ANY LOSS, DAMAGE OR INJURY OF ANY NATURE WHATSOEVER SUSTAINED BY LESSEE, ITS EMPLOYEES, AGENTS OR INVITEES CAUSED BY LESSOR, LESSOR'S EMPLOYEES, AGENTS, LICENSEES, LESSEES OR INVITEES DURING THE TERM OF THIS LEASE. NOTWITHSTANDING THE FOREGOING, LESSOR SHALL BE LIABLE FOR LOSSES, DAMAGES OR INJURIES CAUSED BY THE GROSS NEGLIGENCE OR INTENTIONAL ACTS OF LESSOR, OR LESSOR'S EMPLOYEES OR AGENTS. THE PARTIES DO, HOWEVER, HEREBY AGREE THAT UNDER NO CIRCUMSTANCES SHALL LESSOR BE LIABLE FOR INDIRECT, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES, WHETHER IN CONTRACT OR TORT.
18. **Holding Over.** If Lessee remains in possession of the Leased Premises after this Lease expires and without executing a new lease, it shall be deemed to be occupying them as a lessee from month to month. Lessee shall be subject to all the conditions, provisions, and obligations of this Lease to the extent they are applicable to a month to month tenancy.
19. **Approval and Non-appropriation.** This Lease is subject to the approval of Union County Council and to the appropriation of funds by Union County Council. In the event of a non-appropriation of funds by Union County Council that may affect the Lessor's performance of any act required by this Lease, this Lease will be deemed terminated ninety (90) days following such non-appropriation and written notice thereof.
20. **Conflict Resolution.** Any conflict, dispute or grievance (collectively "Conflict") by Lessee must first be submitted in writing to the Union County Supervisor for negotiation and resolution.
- a. In the event that the Conflict is not resolved by the Union County Supervisor within ten (10) business days, then Lessee may submit the Conflict in writing to the Union County Council for negotiation and resolution.
 - b. Notwithstanding the aforescribed conflict resolution procedure, Lessor retains the right to file an ejectment action in a court of competent jurisdiction for the failure to pay rent when due and for holding over beyond the termination of this Lease.

21. **Notices.** Any notice given by one party to the other in connection with this Lease shall be in writing and hand-delivered or sent by certified or registered mail, return receipt requested:

TO THE LESSOR: **Union County**
210 West Main Street
Union, South Carolina 29379
Attn: County Supervisor

TO THE LESSEE: **Union-Laurens Commission on Higher Education**
P.O. Box 729
Union, SC 29379

Notices shall be deemed to have been received on the date of hand-delivery to the Union County Supervisor or Lessee's chief executive officer or director or upon receipt as shown on the return receipt. The above addresses may be changed at any time by giving ten (10) days prior written notice as hereinabove provided.

22. **Relationship of Parties.** The relationship between Lessor and Lessee shall always and only be that of lessor and lessee. Lessee shall never at any time during the term of this Lease become the agent of Lessor, and Lessor shall not be responsible for the acts or omissions of Lessee, its employees, or agents.
23. **Time of Essence.** Time is of the essence of each provision of this Lease.
24. **Remedies Cumulative.** The rights and remedies with respect to any of the terms and conditions of this Lease shall be cumulative and not exclusive, and shall be in addition to all other rights and remedies available to either party in law or equity.
25. **Successors and Assigns.** The covenants and conditions contained in this Lease shall be binding upon and inure to the benefit of the Lessor and Lessee and their respective heirs, personal representatives, successors and assigns.
26. **Unavoidable Delay - Force Majeure.** If either party shall be delayed or prevented from the performance of any act required by this Lease by reason of acts of God, strikes, lockouts, labor troubles, inability to procure materials, restrictive governmental laws, or regulations or other cause, without fault and beyond the reasonable control of the party obligated (financial inability excepted), performance of such act shall be excused for the period of the delay; and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay; provided, however, nothing in this section will excuse Lessee from the prompt payment of any fee or other charge required of Lessee except as may be expressly provided elsewhere in this Lease.
27. **Divisibility.** If any term or provision of this Lease or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease shall not be affected thereby, and each term and provision of this Lease shall be valid and enforceable to the fullest extent permitted by law.
28. **Headings.** Headings in this Lease are for convenience and reference only and shall not be used to interpret or construe its provisions.
29. **Waiver.** No delay or omission in the exercise of any right or remedy of Lessor on any default by Lessee shall impair such a right or remedy or be construed as a waiver.
30. **Entire Agreement.** This Lease contains the entire and only agreement between the parties, and no oral statement or representations or prior written matter not contained in this instrument shall have any force or effect. This Lease shall not be modified or amended in any way except by a writing executed by both parties.

31. Choice of Law. This Lease shall be governed by the laws of the State of South Carolina.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF the undersigned parties have caused this Lease to be executed, and their respective seals affixed, as of the day and year first above written.

IN THE PRESENCE OF:

Richard L. Horne
Dorrie Foster

LESSOR:

Union County, South Carolina

By:

Frank Horne
Print Name: Frank Horne
Its: County Supervisor

LESSEE

Union-Laurens Commission on Higher Education

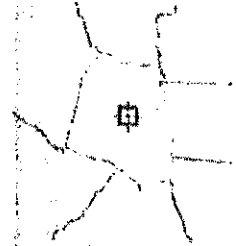
By:

Richard L. Horne
Dorrie Foster

C. Richard Denton
Print Name: C. RICHARD DENTON
Its: CHAIRMAN



Overview



Legend

- ☐ Parcels
- Parcel Numbers
- Roads

Parcel ID	073-12-21-001 000	Alternate ID	073-12-21-001 000	Owner Address	UNION COUNTY
Sec/Twp/Rng	n/a	Class	GX		210 W MAIN STREET
Property Address	322 E MAIN STREET	Acreage	n/a		UNION SC 29379
District	1A				
Brief Tax Description	322 E MAIN STREET				
	(Note: Not to be used on legal documents)				

Date created: 8/2/2018
Last Data Uploaded: 8/1/2018 8:20:15 PM

Developed by Schneider GEOSPATIAL

Family Court area at rear of
Lower Level.

Records Retention Room (2nd Floor)

Data Room: Lower Level.
Veterans Affairs Office/Union

(Handwritten signature and initials)

Consideration to purchase

Timken Corporation Property

46 acres directly across from Timken Corporation plant entrance.

Property is adjacent to Union County Timken Park

Negotiated Sales Price - \$12,000.00 per acre for 46 acres is \$552,000.00

Funding Source – Hospitality Funds see notes below on balance

Purpose – Timken Park expansion



From Nelson, Richard C. (Rich) rich.nelson@timken.com
Sent: Wednesday, August 14, 2019 8:13 AM
To: Fred Russell <frdrussell@unioncountypark.com>
Subject: RE: Timken Excess land

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Hi Fred – I spoke with our Realty Advisors and asked them to scrub their data for use of what they initially provided may have been a little high and below is what they came back with. I also spoke with total management and corporate leadership regarding these findings and after some discussions we are willing to move from our value of \$16K per acre to \$12K per acre.

- The range for the current listings is between \$10,000 – \$35,000 per acre with the average being \$16,412.97 per acre, with an adjusted average of \$12,024.73 per acre after removing the top outliers.
- The range for recent sales transactions is between \$5,500 – \$18,000 per acre with the average being \$14,622.79 per acre, with an adjusted average of \$12,245.51 per acre after removing the top outliers.

We believe this is a fair price and is a win for both parties, hopefully you will feel the same way. Let me know if you have any questions or would like to discuss in more detail.

Thanks,

Rich Nelson - Real Estate & Leasing Specialist - +1 214 367 7750

The Timken Company - 1941 Code Street (206 St.) - 4750 Mount Pleasant St. - New North Canton, Ohio 44720-5450 - Stronger, by design

Union County Hospitality Fund Balance: \$1,898,341.10 currently

This fund has the following encumbrances:

Old Mills Jail Engineering study	\$ 100,000.00
Re-dirt Timken Park	\$ 160,000.00
Electronic Sign at GO Building	\$ 45,000.00
Miracle League Field replacement	\$ 300,000.00
Security Camera system for Stadium	\$ 54,000.00
Overtime for Fair (not to exceed)	\$ 3,000.00

Balance: \$1,236,341.10

Union County receives \$550,000.00 in Hospitality tax this past fiscal year through both local and State Hospitality proceeds. These are restricted funds, and can only be used for the purpose of tourism and or tourism related activities and enhancements to facilities that serve tourist visiting Union County.

TIMKEN SPORTS COMPLEX - MULTI-USE SPORTS FACILITY

Project Program Statement

The goal of this project is to provide new recreational activities and opportunities for Union County Residents, while making a place for regional recreational events, which will bring visitors to our County. Additionally, the project will improve components of the existing Timken Sports Complex to enhance the experience at the park, particularly traffic patterns, parking, and access to adjacent roads.

We outline and describe our services as follows:

Pre-Design Services - Scope of Work – PART 1

- Assist in developing a program statement that describes why the project is needed.
- Develop a project narrative that describes, in written form, the County's initial ideas of the needs this project will address.
- Develop a project work plan that addresses each task in the preliminary planning process.
- Meet with key members of the County's leadership, made up of County Administrator and other staff, with whom we will engage on a regular basis.
- Tour the park, the surrounding area, and the potential properties to be acquired.
- Acquire and assemble data needed to begin initial studies of the proposed project location. (i.e. GIS data, property surveys, utility information, zoning requirements)

Project Oversight Committee (POC)

We assume the county leaders along with a few selected representatives will form a Project Oversight Committee (POC). This committee will serve as a proxy group for the general public. The committee will meet multiple times with the design team during the pre-design planning process.

Committee Work Session(s) & Field Trips

We propose to have a single day work session to interview county leaders and stakeholders to discuss wants and needs for recreation facilities at Timken Park.

- We should tour the park, the surrounding area, and the potential properties to be acquired.
- We may want to visit similar type facilities to spark ideas for this facility

Needs Assessment

The design team, working with the POC, will determine and identify the design objectives into a concise document that outlines the major components and needs to be addressed in this project. Included in this document will be information such as: spatial requirements, operating requirements, special equipment and /or systems, and specific site requirements.

The Needs Assessment will define the basic outline of the project goals and provide the foundation for the project's development.

Site Analysis

With the acquisition of the adjacent property from Timken comes opportunities to adjust and enhance the way the property is used.

A Site Analysis will outline the components and elements that will be addressed for this project, including topography and infrastructure, to create a plan to maximize the site's full potential.

Project Program Document

Based upon the needs assessment report, a program document will catalog the spaces of the project and begin to study the potential relationships between spaces, and the required adjacencies of these spaces.

A Project Program Document will list all major components, both inside and outside, that will be included in this project, and begin to address how they best fit together to create the most effective and efficient building and site layout.

Feasibility Study And Budget Analysis

Using the Program Document, the stated project goals will be compared to the proposed project budget to assess if the budget is adequate to complete the project. This early estimating is usually based on information from similar projects done in the past. The budget should contain estimated amounts for both the hard costs and soft costs involved in the project.

- Hard Costs are construction-related costs including, but not limited to, building materials, construction labor, and the contractor's costs including their overhead and profit.
- Soft Costs are generally non-construction costs including project financing and fees, related insurance, Architect's, Engineer's, and Consultant's fees and fees required for permits and municipal approvals.

Proper budgeting allows architects and Clients to make informed decisions about resource allocation and payment schedules, ensuring that the project is financially feasible and can be completed within the set budget.

Project Schedule Development

With an understanding of the Program Document, a Project Schedule can be created which will determine project design milestones. The following are a few of the factors that affect the Project Schedule:

Owner's Schedule	Architect's Production Schedule
Owner's Decision-making Time	Consultant's Production Schedule
Project Complexity	Contractor's Workload
Permit Process	

Due to the complexity and variety of factors involved in the schedule, it is important to understand that the schedule may require adjustment as the project proceeds.

Pre-Design Services - Scope of Work – PART 2

Conceptual Design

Based on the Program Document, we can create conceptual graphical illustrations of the project which can include floor plans, building elevations and/or renderings showing spatial relationships between rooms, programs and/or spaces. These Conceptual Design drawings may also include locations for special equipment and diagrammatic relationships including future expansion or flexible spaces.

Schematic Design

In schematic design, the project team determines the areas, physical requirements and relationships of all the required building spaces and components, then confirms or revises the total building square footage and the total project budget, as well as the project schedule and occupancy dates. The schematic design phase will include floor plans, building elevations and/or renderings showing spatial relationships between rooms, programs and/or spaces.

Schematic Design is the first phase of the architectural design process, where a project's concept is translated into floorplan drawings. It sets the foundation for the project's development in later phases.

Preliminary Cost Estimates

After a schematic design concept is approved, a preliminary cost estimate should be provided by an outside consulting service or a contractor providing a rough cost for the project. This estimate is typically based on the square footage of the space, and by comparing it to similar projects they've completed in the past. Without detailed plans or specifications yet available, this step gives the Client a general idea of the potential budget before moving forward with detailed design work.

Monthly Update Report from Finance for November Council Meeting:

- Financials were included in Council packets for the 4th month period ending October 31, 2024 (33.3% of the year).
- Revenues are reasonable for activity for the October YTD period.
- Expenditures are 32.69%, which is on target from time-line standpoint. There are certain payments made at the beginning of the fiscal year that cover the full year, such as general insurance and some maintenance fees, which causing the calculated %-age to be higher in the early months of the fiscal year. Some line items show a larger increase than normal due to expenditures related to the Hurricane Helene that were incurred/paid during October.
- Quarterly Grant update reports are up-to date as of October.
- Work is in process on the 2024 audit.

UNION COUNTY SC
BUDGET TO ACTUAL VARIANCE

		2024-2025 BUDGET	33.3% 10/30/2024 ACTUAL	VARIANCE	%-AGE OF BUDGET
REVENUES					
TAXES					
REAL ESTATE TAXES	101-0000-301-0000	8,575,500.00	76,618.48	8,498,881.52	0.89%
VEHICLE TAXES	101-0000-302-0000	1,343,000.00	323,886.87	1,019,113.13	24.12%
FILOT - COUNTY OPERATIONS	101-0000-302-0000	2,400,000.00		2,400,000.00	0.00%
WATERCRAFT	101-0000-302-0000	58,500.00	10,648.12	47,851.88	18.20%
LOST TAX	101-0000-302-0000	2,300,000.00		2,300,000.00	0.00%
		14,677,000.00	411,153.47	14,265,846.53	2.80%
FINES					
MAGISTRATE	101-0000-311-0000	90,000.00	30,188.34	59,811.66	33.54%
CLERK OF COURT - GEN SESSIONS	101-0000-312-0000	4,500.00	975.72	3,524.28	21.68%
NSF-MAG FINE	101-0000-313-0000	-	41.00	(41.00)	#DIV/0!
REVENUE	101-0000-318-0000		204.00	(204.00)	#DIV/0!
COC-BOND ESTREATMENT	101-0000-322-0000	-	-	-	#DIV/0!
		94,500.00	31,409.06	63,090.94	33.24%
FEES					
MAGISTRATE - CIVIL COSTS	101-0000-323-1000	55,000.00	15,820.00	39,180.00	28.76%
TAX ASSESSOR FEES	101-0000-323-1100			-	#DIV/0!
CLERK OF COURT FEES	101-0000-323-1300	185,000.00	39,367.70	145,632.30	21.28%
CLERK OF COURT COLL FEES	101-0000-323-1400	5,000.00	1,712.28	3,287.72	34.25%
PROBATE JUDGE FEES	101-0000-323-2000	45,000.00	7,494.19	37,505.81	16.65%
DEL TAX COLLECTION FEES	101-0000-323-2500	-	(25.00)	25.00	#DIV/0!
WORTHLESS CHECK FEES-SOL	101-0000-323-2600	-	82.00	(82.00)	#DIV/0!
CITY CODE ENFORCEMENT	101-0000-323-3800		15,500.00	(15,500.00)	#DIV/0!
CITY ANIMAL CONTROL	101-0000-323-3900	31,000.00	-	31,000.00	0.00%
ANIMAL CONTROL	101-0000-323-4000	-	1,931.46	(1,931.46)	#DIV/0!
ANIMAL SHELTER DONATION	101-0000-323-4200		-	-	#DIV/0!
SPAY/NEUTER PROGRAM	101-0000-323-4400		-	-	#DIV/0!
JAIL FEES	101-0000-323-7100	-	-	-	#DIV/0!
BAD CHECK FEES	101-0000-323-7500		-	-	#DIV/0!
SHERIFF FEES	101-0000-323-7600	3,000.00	1,487.00	1,513.00	49.57%
FAMILY COURT COST	101-0000-323-7800	70,000.00	19,031.66	50,968.34	27.19%
BUILDING PERMITS	101-0000-323-8000	200,000.00	19,455.50	180,544.50	9.73%
VEHICLE DECAL FEE		-		-	#DIV/0!
LOCAL ASSESSMENT FEES	101-0000-323-9000		33.60	(33.60)	#DIV/0!
TAX DATA FEES	101-0000-323-9500		1,000.00	(1,000.00)	#DIV/0!
CC & IP FEES	101-0000-323-9600	15,000.00	1,066.69	13,933.31	7.11%
		609,000.00	123,957.08	485,042.92	20.35%
STATE & FEDERAL					
MERCHANTS INVENTORY TAX	101-0000-331-1000	55,000.00	27,397.06	27,602.94	49.81%
STATE SHARED TAXES	101-0000-331-1100	1,140,463.00	584,441.30	556,021.70	51.25%
NATIONAL FOREST FUND	101-0000-331-1200	100,000.00	(60,075.67)	160,075.67	-60.08%
VOTERS REGISTRATION	101-0000-331-1300	40,000.00	20,909.15	19,090.85	52.27%
SOL OFFICE-PUBLIC DEF SAL	101-0000-331-1500			-	#DIV/0!
ASST SOLICITOR'S SALARY	101-0000-331-1600			-	#DIV/0!
VETERAN'S AFFAIRS	101-0000-331-1700	5,700.00	3,104.71	2,595.29	54.47%
DEPT OF SOCIAL SERVICES	101-0000-331-1800	45,000.00	-	45,000.00	0.00%
ACCOMMODATIONS TAX - STATE	101-0000-331-1900	150,000.00	213,933.20	(63,933.20)	142.62%
EMERGENCY SERVICES	101-0000-331-2000	20,000.00	46,424.04	(26,424.04)	232.12%
CARNEGIE LIBRARY - STATE	101-0000-331-2400			-	#DIV/0!
CARNEGIE LIBRARY - FEDERAL	101-0000-331-2500			-	#DIV/0!
PILT PROGRAM	101-0000-331-2700		-	-	#DIV/0!
POLLWORKERS	101-0000-331-3100	70,000.00	-	70,000.00	0.00%
UNCLAIMED PROPERTY-STATE	101-0000-331-3200		1,461.71	(1,461.71)	#DIV/0!
RURAL CO STABILIZATION	101-0000-331-3200			0.24	100.00%
		2,013,260.00	1,224,692.26	788,567.74	60.83%

UNION COUNTY SC
BUDGET TO ACTUAL VARIANCE

		2024-2025	33.3%		
		BUDGET	10/30/2024	VARIANCE	%-AGE OF
			ACTUAL		BUDGET
OTHER					
RECREATION DEPARTMENT	101-0000-351-1000	19,000.00	-	19,000.00	0.00%
RENT - AIRPORT HANGARS	101-0000-351-6000	30,000.00	6,600.00	23,400.00	22.00%
TRANS FUNDS - LOCAL HOSP/ACCOM	101-0000-351-8000	300,000.00		300,000.00	0.00%
TRANSFER IN	101-0000-380-0000	90,000.00	98,547.23	(8,547.23)	109.50%
SUBSCRIBER BILLING	101-0000-380-1000	80,821.00	44,780.69	36,040.31	55.41%
TOURISM	101-0000-380-1100	209,083.00	-	209,083.00	0.00%
VICTIM'S ADVOCATE	101-0000-380-1200		29,391.65	(29,391.65)	#DIV/0!
COC-TITLE IV-D	101-0000-380-1300	77,000.00	8,838.68	68,161.32	11.48%
POLLWORKERS	101-0000-380-1400		-	-	#DIV/0!
ALCOHOL & DRUG ABUSE	101-0000-380-1500	603,095.00	175,904.20	426,190.80	29.33%
SOLICITOR'S OFFICE	101-0000-380-1600	346,281.00	-	346,281.00	0.00%
COMMUNITY DEV	101-0000-380-1700	93,814.00	32,338.36	61,475.64	34.47%
SCHOOL RESOURCE OFFICER (NEW)	101-0000-380-1800	415,000.00	173,298.16	241,701.84	41.76%
ALCOHOL & DRUG EXPENSES	101-0000-380-2500	159,160.00	34,662.17	124,497.83	21.78%
VICTIM'S ADVOCATE EXPENSES	101-0000-380-2600		3,726.70	(3,726.70)	#DIV/0!
TRANSFER IN - TITLE IV SMALL	101-0000-380-2700	15,907.00	6,576.19	9,330.81	41.34%
TRANSFER - CORONER FUNDS			-	-	#DIV/0!
ECONOMIC DEVELOPMENT(OPERATIONS)		150,000.00	-	150,000.00	0.00%
TRANSFER FROM TITLE I FUNDING			-	-	#DIV/0!
TRANSFER FROM COMMUNITY DEVELOPMENT			-	-	#DIV/0!
ECONOMIC DEVELOPMENT(SPECIAL)			-	-	#DIV/0!
TRANSFER TUITION ASSISTANCE			-	-	#DIV/0!
TRANSFER FROM ELECTRONIC MONITORING			-	-	#DIV/0!
REIMBURSEMENTS	VARIOUS		-	-	#DIV/0!
COMMISSION-VENDING MACH	101-0000-391-0100		-	-	#DIV/0!
STADIUM	101-0000-391-0200	75,000.00	-	75,000.00	0.00%
TAX NOTICE AMOUNT	101-0000-391-0300	3,500.00	1,941.50	1,558.50	55.47%
INTEREST INCOME	101-0000-391-0400	1,500,000.00	444,828.98	1,055,171.02	29.66%
MISCELLANEOUS	101-0000-391-0600		100.00	(100.00)	#DIV/0!
RENT OF TOWER	101-0000-391-0800	45,000.00	14,416.51	30,583.49	32.04%
FRANCHISE FEES	101-0000-391-1200	75,000.00	34,448.33	40,551.67	45.93%
AUCTION PROCEEDS	101-0000-391-1300	15,000.00	11,321.25	3,678.75	75.48%
CHRISTMAS PARTY DONATIONS	101-0000-391-1500		-	-	#DIV/0!
INTEREST - CO OPER PROVIDENT	101-0000-391-1600	25,000.00	5,041.10	19,958.90	20.16%
TIMKEN SPORT COMPLEX REVENUE	101-0000-391-1800	125,000.00	-	125,000.00	0.00%
LANDFILL HOST FEES	101-0000-391-2000	2,250,000.00	997,838.70	1,252,161.30	44.35%
WORKERS COMP SALARY REIMB	101-0000-391-2100		-	-	#DIV/0!
GEN ELECTION-CITY & SCHOOL	101-0000-391-2700	7,500.00	-	7,500.00	0.00%
REIMBURSEMENT FROM INSURANCE	101-0000-391-3300		20,317.20	(20,317.20)	#DIV/0!
COMMUNICATIONS	101-0000-391-3400	-	-	-	#DIV/0!
RESTITUTION	101-0000-391-4000		-	-	#DIV/0!
SALE OF SCRAP METAL	101-0000-391-4400	25,000.00	100.00	24,900.00	0.40%
SALE OF COUNTY PROPERTY	101-0000-391-4600		-	-	#DIV/0!
SALE OF RECYCLE PRODUCTS	101-0000-391-4600	10,000.00		10,000.00	0.00%
LITTER GRANT FROM REPUBLIC	101-0000-391-5800		-	-	#DIV/0!
REIMBURSEMENT TAX NOTICE POSTINGS	101-0000-391-5400		-	-	#DIV/0!
OTHER INCOME	101-0000-391-5500		461.00	(461.00)	#DIV/0!
EMS OTHER INCOME	101-0000-391-5550		275.00	(275.00)	#DIV/0!
EMS TAX LEVY - VEHICLE	101-0000-391-5610		49,675.47	(49,675.47)	#DIV/0!
EMS TAX LEVY - R/E	101-0000-391-5620		14,070.69	(14,070.69)	#DIV/0!
EMS TAX LEVY - WATERCRAFT	101-0000-391-5640		1,487.92	(1,487.92)	#DIV/0!
EMS COLLECTIONS	101-0000-391-5700	1,000,000.00	252,020.71	747,979.29	25.20%
PHONE COMSRY	101-0000-391-6300		-	-	#DIV/0!
WHY TRY GRANT-ADA	101-0000-391-6400		-	-	#DIV/0!
WKR'S COMP REIMBU	101-0000-391-6500		-	-	#DIV/0!
ECHO GRANT-ADA	101-0000-391-6600		-	-	#DIV/0!
LANDFILL DONATION-CKFD	101-0000-391-6700	25,000.00	6,250.00	18,750.00	25.00%
SALE - RECYCLED CARDBOARD	101-0000-391-6800		2,007.64	(2,007.64)	#DIV/0!
LOCAL OPTION SALES TAX	101-0000-391-7100	800,000.00	-	800,000.00	0.00%
BREC CAPITAL CREDIT	101-0000-391-7200		-	-	#DIV/0!
FD LOAN REPAYMENTS	101-0000-391-7900		-	-	#DIV/0!
STATE CR-EM/ER RETIREMENT	101-0000-391-8000	72,963.00	-	72,963.00	0.00%
MED/EDUC BLDG	101-0000-391-8100		-	-	#DIV/0!
CITY GRANT TO DEV BOARD	101-0000-391-8600	10,000.00		10,000.00	0.00%
FIREWORKS	101-0000-391-7500/9100		-	-	#DIV/0!
SHIP-COST POOL REFUND	101-0000-391-9000		-	-	#DIV/0!
LEASE INCOME-MYCOWORKS	101-0000-391-9700	7,500.00	4,666.68	2,833.32	62.22%
		8,660,624.00	2,476,932.71	6,183,691.29	28.60%
TOTAL		26,054,384.00	4,268,144.58	21,786,239.42	16.38%

UNION COUNTY SC
BUDGET TO ACTUAL VARIANCE

	2024-2025 BUDGET	33.3% 10/30/2024 ACTUAL	VARIANCE	%-AGE OF BUDGET
COUNTY GENERAL FUND	(1,066.00)		(1,066.00)	0.00%
TRANSFER FROM SPECIAL REVENUE	40,000.00		40,000.00	0.00%
PROCEEDS FROM CAPITAL LEASE			-	#DIV/0!
MILLAGE INCREASE			-	#DIV/0!
	38,934.00	-	38,934.00	0.00%
GRAND TOTAL	26,093,318.00	4,268,144.58	21,825,173.42	16.36%

UNION COUNTY SC
BUDGET TO ACTUAL VARIANCE

		2024-2025 BUDGET	33.3% 10/30/2024 ACTUAL	VARIANCE	%-AGE OF BUDGET
EXPENDITURES					
SUPERVISOR, COUNCIL, FINANCE & HR					
SALARIES	101-1101-411-11-50	473,356.00	159,191.76	314,164.24	33.63%
SUBSCRIBER BILLING SALARIES	101-1101-411-11-55	-	1,171.67	(1,171.67)	#DIV/0!
INSURANCE	101-1101-411-44-01	76,097.00	24,448.00	51,649.00	32.13%
SOCIAL SECURITY	101-1101-411-44-02	36,212.00	11,778.50	24,433.50	32.53%
RETIREMENT	101-1101-411-44-04	100,541.00	30,658.13	69,882.87	30.49%
WORKERS COMPENSATION	101-1101-411-44-06	5,421.00	2,566.49	2,854.51	47.34%
UTILITIES	101-1101-411-40-01	20,000.00	5,408.44	14,591.56	27.04%
PROFESSIONAL SERVICES	101-1101-411-47-02	100,000.00	14,105.00	85,895.00	14.11%
MEMBERSHIPS & SUBSCRIPTIONS	101-1101-411-50-25	800.00	-	800.00	0.00%
COMMUNICATIONS	101-1101-411-53-01	7,500.00	4,746.80	2,753.20	63.29%
TRAINING	101-1101-411-58-05	13,200.00	2,959.31	10,240.69	22.42%
PRINTING & OFFICE SUPPLIES	101-1101-411-61-01	15,300.00	2,999.72	12,300.28	19.61%
POSTAGE METER RENT & POSTAGE	101-1101-411-61-06	5,000.00	198.03	4,801.97	3.96%
LEASE & COPIES	101-1101-411-66-03	12,500.00	4,266.63	8,233.37	34.13%
		865,927.00	264,498.48	601,428.52	30.55%
IT					
SALARIES	101-1102-411-11-50	51,063.00	17,513.78	33,549.22	34.30%
INSURANCE	101-1102-411-44-01	7,020.00	2,261.20	4,758.80	32.21%
SOCIAL SECURITY	101-1102-411-44-02	3,907.00	1,301.52	2,605.48	33.31%
RETIREMENT	101-1102-411-44-04	9,478.00	3,250.57	6,227.43	34.30%
WORKERS COMPENSATION	101-1102-411-44-06	578.00	197.88	380.12	34.24%
MAINTENANCE CONTRACTS	101-1102-411-47-01	15,000.00	75.00	14,925.00	0.50%
PROFESSIONAL SERVICES	101-1102-411-47-02	195,000.00	89,617.18	105,382.82	45.96%
COMMUNICATIONS	101-1102-411-53-01	3,000.00	1,432.84	1,567.16	47.76%
DATA PROCESSING TRAINING	101-1102-411-58-06	5,000.00	-	5,000.00	0.00%
COMPUTER EQUIP/SERVERS	101-1102-411-66-13	40,000.00	9,538.84	30,461.16	23.85%
SECURITY/SLED-DSS	101-1102-411-66-15	20,000.00	9,939.30	10,060.70	49.70%
SOFTWARE/LICENSES	101-1102-411-66-16	10,000.00	1,055.44	8,944.56	10.55%
NETWORK EQUIP/UPGRADE	101-1102-411-66-17	-	-	-	#DIV/0!
		360,046.00	136,183.55	223,862.45	37.82%
DEVELOPMENT BOARD					
SALARIES	101-1103-411-11-50	163,298.00	56,007.54	107,290.46	34.30%
INSURANCE	101-1103-411-44-01	14,040.00	4,522.40	9,517.60	32.21%
SOCIAL SECURITY	101-1103-411-44-02	12,493.00	4,192.80	8,300.20	33.56%
RETIREMENT	101-1103-411-44-04	30,309.00	10,394.97	19,914.03	34.30%
WORKERS COMPENSATION	101-1103-411-44-06	4,491.00	1,540.21	2,950.79	34.30%
UTILITIES	101-1103-411-40-01	5,000.00	1,746.33	3,253.67	34.93%
PROFESSIONAL SERVICES	101-1103-411-47-02	15,000.00	3,812.53	11,187.47	25.42%
MEMBERSHIPS & SUBSCRIPTIONS	101-1103-411-50-10	16,000.00	306.80	15,693.20	1.92%
TRAINING & TRAVEL	101-1103-411-58-05	10,000.00	612.49	9,387.51	6.12%
PRINTING & OFFICE SUPPLIES	101-1103-411-61-01	4,000.00	940.10	3,059.90	23.50%
VEHICLE OPERATION & MAINTENANCE	101-1103-411-65-01	1,000.00	-	1,000.00	0.00%
CAPITAL EXPENDITURES	101-1103-411-66-01	10,000.00	753.27	9,246.73	7.53%
LEASE & MAINTENANCE	101-1103-411-66-04	5,000.00	665.54	4,334.46	13.31%
INDUSTRIAL PARKS	101-1103-411-67-01	40,000.00	3,394.84	36,605.16	8.49%
MARKETING	101-1103-411-67-02	-	-	-	#DIV/0!
GRANT EXPENDITURES	101-1103-411-67-03	-	-	-	#DIV/0!
OPERATIONAL CONTINGENCY FUND	101-1103-411-75-02	2,000.00	-	2,000.00	0.00%
		332,631.00	88,889.82	243,741.18	26.72%
COMMUNITY DEVELOPMENT					
SALARIES	101-1104-411-11-50	68,111.00	23,360.52	44,750.48	34.30%
INSURANCE	101-1104-411-44-01	7,020.00	2,261.20	4,758.80	32.21%
SOCIAL SECURITY	101-1104-411-44-02	5,211.00	1,738.50	3,472.50	33.36%
RETIREMENT	101-1104-411-44-04	12,642.00	4,335.73	8,306.27	34.30%
WORKERS COMPENSATION	101-1104-411-44-06	1,874.00	642.41	1,231.59	34.28%
MEMBERSHIPS & SUBSCRIPTIONS	101-1104-411-50-25	35.00	-	35.00	0.00%
COMMUNICATIONS	101-1104-411-53-01	500.00	122.32	377.68	24.46%
TRAINING & TRAVEL	101-1104-411-58-06	3,485.00	441.24	3,043.76	12.66%
PRINTING & OFFICE SUPPLIES	101-1104-411-61-01	1,578.00	-	1,578.00	0.00%
MARKETING	101-1104-411-67-02	1,090.00	28.00	1,062.00	2.57%
OPERATIONAL CONTINGENCY FUND	101-1104-411-75-02	1,000.00	500.00	500.00	50.00%
		102,546.00	33,429.92	66,063.40	32.60%

UNION COUNTY SC
BUDGET TO ACTUAL VARIANCE

		2024-2025	33.3% 10/30/2024		%-AGE OF
		BUDGET	ACTUAL	VARIANCE	BUDGET
<u>TOURISM</u>					
SALARIES	101-1105-411-11-50	52,773.00	18,213.88	34,559.12	34.51%
INSURANCE	101-1105-411-44-01	14,501.00	4,668.24	9,832.76	32.19%
SOCIAL SECURITY	101-1105-411-44-02	4,038.00	1,280.71	2,757.29	31.72%
RETIREMENT	101-1105-411-44-04	9,795.00	3,380.48	6,414.52	34.51%
WORKERS COMPENSATION	101-1105-411-44-06	1,452.00	499.86	952.14	34.43%
UTILITIES	101-1105-411-40-01	7,200.00	2,718.74	4,481.26	37.76%
MEMBERSHIPS & SUBSCRIPTIONS	101-1105-411-50-25	2,000.00	-	2,000.00	0.00%
COMMUNICATIONS	101-1105-411-53-01	3,792.00	1,010.60	2,781.40	26.65%
ADVERTISING	101-1105-411-54-01	7,000.00			0.00%
TRAINING & TRAVEL	101-1105-411-58-06	6,500.00	126.86	6,373.14	1.95%
PRINTING & OFFICE SUPPLIES	101-1105-411-61-01	1,000.00	512.53	487.47	51.25%
POSTAGE	101-1105-411-61-07	55.00			0.00%
OPERATIONAL CONTINGENCY FUND	101-1105-411-75-02	4,000.00	1,538.10		38.45%
EVENTS	101-1105-411-75-12	92,500.00	8,649.73	83,850.27	9.35%
WEB HOSTING	101-1105-411-75-13	3,600.00	900.00	2,700.00	25.00%
		210,206.00	43,499.73	157,189.37	20.69%
<u>FIRE SREVICE</u>					
WORKERS COMPENSATION	101-1106-411-44-06	5,000.00		5,000.00	0.00%
VOLUNTEER FIREMAN'S INSURANCE	101-1106-411-54-25	18,500.00	5,144.00	13,356.00	27.81%
TOWER RENTAL	101-1106-411-66-02	110,500.00	39,281.28	71,218.72	35.55%
MISCELLANEOUS	101-1106-411-75-05	12,400.00	64.17	12,335.83	0.52%
		146,400.00	44,489.45	101,910.55	30.39%
<u>MAGISTRATE</u>					
SALARIES	101-1201-412-11-50	273,705.00	91,629.83	182,075.17	33.48%
SALARIES - SECURITY	101-1201-412-11-61	31,200.00	10,615.00	20,585.00	34.02%
INSURANCE	101-1201-412-44-01	86,676.00	27,905.84	58,770.16	32.20%
SOCIAL SECURITY	101-1201-412-44-02	23,326.00	7,987.70	15,338.30	34.24%
RETIREMENT	101-1201-412-44-04	60,002.00	22,075.74	37,926.26	36.79%
WORKERS COMPENSATION	101-1201-412-44-06	7,678.00	2,661.21	5,016.79	34.66%
MEMBERSHIPS & SUBSCRIPTIONS	101-1201-412-50-25	1,000.00	800.00	200.00	80.00%
COMMUNICATIONS	101-1201-412-53-01	900.00	140.00	760.00	15.56%
JURY PAY	101-1201-412-54-10	15,000.00	385.53	14,614.47	2.57%
APPEALS	101-1201-412-54-15	1,500.00		1,500.00	0.00%
TRAINING & TRAVEL	101-1201-412-58-06	7,700.00	1,144.74	6,555.26	14.87%
PRINTING & OFFICE SUPPLIES	101-1201-412-61-01	6,750.00	1,002.33	5,747.67	14.85%
JAIL OFFICE SUPPLIES	101-1201-412-61-02	1,500.00		1,500.00	0.00%
LEASES & COPIES	101-1201-412-66-03	1,085.00	177.76	907.24	16.38%
		518,022.00	166,525.68	351,496.32	32.15%
<u>PROBATE JUDGE</u>					
SALARIES	101-1202-412-11-50	114,972.00	36,875.32	78,096.68	32.07%
INSURANCE	101-1202-412-44-01	14,040.00	4,522.40	9,517.60	32.21%
SOCIAL SECURITY	101-1202-412-44-02	8,796.00	3,319.05	5,476.95	37.73%
RETIREMENT	101-1202-412-44-04	22,984.00	8,935.83	14,048.17	38.88%
WORKERS COMPENSATION	101-1202-412-44-06	1,855.00	137.49	1,717.51	7.41%
MAINTENANCE CONTRACTS	101-1202-412-47-01	3,420.00		3,420.00	0.00%
TRAINING	101-1202-412-58-05	3,800.00	635.00	3,165.00	16.71%
PRINTING & OFFICE SUPPLIES	101-1202-412-61-01	3,500.00	580.36	2,919.64	16.58%
LEASES & COPIES	101-1202-412-66-03	1,500.00	496.44	1,003.56	33.10%
		174,867.00	55,501.89	119,365.11	31.74%
<u>CIRCUIT COURT</u>					
SALARIES	101-1203-412-11-50	70,560.00	22,876.52	47,683.48	32.42%
SOCIAL SECURITY	101-1203-412-44-02	5,398.00	1,750.09	3,647.91	32.42%
RETIREMENT	101-1203-412-44-04	13,096.00	4,245.86	8,850.14	32.42%
WORKERS COMPENSATION	101-1203-412-44-06	2,442.00	791.52	1,650.48	32.41%
MISCELLANEOUS	101-1203-412-75-05	42,500.00	6,643.91	35,856.09	15.63%
		133,996.00	36,307.90	97,688.10	27.10%
<u>PUBLIC DEFENDER</u>					
MISCELLANEOUS	101-1204-412-75-05	170,313.00	170,313.00	-	100.00%
		170,313.00	170,313.00	-	100.00%

UNION COUNTY SC
BUDGET TO ACTUAL VARIANCE

		2024-2025	33.3% 10/30/2024		%-AGE OF
		BUDGET	ACTUAL	VARIANCE	BUDGET
SOLICITOR'S OFFICE					
SALARIES	101-1205-412-11-50	529,476.00	186,749.96	342,726.04	35.27%
INSURANCE	101-1205-412-44-01	57,921.00	18,597.36	39,323.64	32.11%
SOCIAL SECURITY	101-1205-412-44-02	40,505.00	13,907.06	26,597.94	34.33%
RETIREMENT	101-1205-412-44-04	100,152.00	34,668.12	65,483.88	34.62%
WORKERS COMPENSATION	101-1205-412-44-06	4,129.00	1,441.84	2,687.16	34.92%
SERVICE CONTRACTS	101-1205-412-47-08	1,000.00	90.18	909.82	9.02%
TRAVEL	101-1205-412-58-01	1,000.00	375.51	624.49	37.55%
TRAINING	101-1205-412-58-05	900.00	211.46	688.54	23.50%
PRINTING & OFFICE SUPPLIES	101-1205-412-61-01	2,500.00	1,147.15	1,352.85	45.89%
		737,583.00	257,188.64	480,394.36	34.87%
CLERK OF COURT					
SALARIES	101-1220-412-11-50	397,964.00	127,616.38	270,347.62	32.07%
SALARIES - TITLE IV-D LARGE	101-1220-412-11-60	29,312.00	6,988.22	22,323.78	23.84%
SALARIES - TITLE IV-D SMALL	101-1220-412-11-66	16,055.00	5,197.75	10,857.25	32.37%
INSURANCE	101-1220-412-44-01	86,001.00	23,180.75	62,820.25	26.95%
SOCIAL SECURITY	101-1220-412-44-02	33,915.00	10,919.05	22,995.95	32.20%
RETIREMENT	101-1220-412-44-04	80,531.00	27,339.40	53,191.60	33.95%
WORKERS COMPENSATION	101-1220-412-44-06	3,171.00	1,195.69	1,975.31	37.71%
UTILITIES	101-1220-412-40-01	55,000.00	16,910.51	38,089.49	30.75%
MAINTENANCE CONTRACTS	101-1220-412-47-01	51,500.00	40,853.48	10,646.52	79.33%
COMPUTER SVCS & SUPPLIES(PUBLIC)	101-1220-412-47-04	3,836.00	2,908.30	927.70	75.82%
MEMBERSHIPS & SUBSCRIPTIONS	101-1220-412-50-25	400.00	200.00	200.00	50.00%
COMMUNICATIONS	101-1220-412-53-01	75,500.00	26,822.94	48,677.06	35.53%
TRAINING	101-1220-412-58-05	7,000.00	55.82	6,944.18	0.80%
PRINTING & OFFICE SUPPLIES	101-1220-412-61-01	7,750.00	845.76	6,904.24	10.91%
BOOK IMPROVEMENTS (RESTORATION)	101-1220-412-61-05	10,000.00	6,446.75	3,553.25	64.47%
POSTAGE METER RENT & POSTAGE	101-1220-412-61-06	17,500.00	5,554.30	11,945.70	31.74%
LEASES & COPIES	101-1220-412-66-03	13,700.00	2,705.96	10,994.04	19.75%
		889,135.00	305,741.06	583,393.94	34.39%
VOTER REGISTRATION/ELECTION COMM					
SALARIES	101-1401-414-11-50	101,124.00	28,952.70	72,171.30	28.63%
SALARIES - POLLWORKERS	101-1401-414-11-62	75,000.00	-	75,000.00	0.00%
INSURANCE	101-1401-414-44-01	18,307.00	5,892.88	12,414.12	32.19%
SOCIAL SECURITY	101-1401-414-44-02	7,736.00	2,094.95	5,641.05	27.08%
RETIREMENT	101-1401-414-44-04	18,769.00	5,408.86	13,360.14	28.82%
WORKERS COMPENSATION	101-1401-414-44-06	546.00	89.66	456.34	16.42%
MAINTENANCE CONTRACTS	101-1401-414-47-01	31,800.00	19,311.27	12,488.73	60.73%
DUES	101-1401-414-50-02	450.00	-	450.00	0.00%
GENERAL ELECTION EXPENSE	101-1401-414-54-30	8,000.00	-	8,000.00	0.00%
TRAVEL	101-1401-414-58-01	1,200.00	469.50	730.50	39.13%
TRAINING	101-1401-414-58-05	900.00	620.88	279.12	68.99%
PRINTING & OFFICE SUPPLIES	101-1401-414-61-01	7,075.00	123.30	6,951.70	1.74%
POSTAGE	101-1401-414-61-06	5,000.00	-	5,000.00	0.00%
MACHINERY & EQUIPMENT REPAIR	101-1401-414-65-02	1,700.00	-	1,700.00	0.00%
LEASE & COPIES	101-1401-414-66-03	1,750.00	358.20	1,391.80	20.47%
		279,357.00	63,322.20	216,034.80	22.67%
COUNTY ATTORNEY					
SALARIES	101-1501-415-11-50	33,181.00	11,380.25	21,800.75	34.30%
SOCIAL SECURITY	101-1501-415-44-02	2,539.00	870.57	1,668.43	34.29%
RETIREMENT	101-1501-415-44-04	6,159.00	2,112.18	4,046.82	34.29%
WORKERS COMPENSATION	101-1501-415-44-06	123.00	42.10	80.90	34.23%
TRAINING	101-1501-415-58-05	250.00	-	250.00	0.00%
		42,252.00	14,405.10	27,846.90	34.09%
BUILDING INSPECTOR					
PROFESSIONAL SERVICES	101-1505-415-47-02	150,000.00	23,203.10	126,796.90	15.47%
PRINTING & OFFICE SUPPLIES	101-1505-415-61-01	2,000.00	-	2,000.00	0.00%
		152,000.00	23,203.10	128,796.90	15.27%

UNION COUNTY SC
BUDGET TO ACTUAL VARIANCE

		2024-2025	33.3% 10/30/2024		%-AGE OF
		BUDGET	ACTUAL	VARIANCE	BUDGET
TAX ASSESSOR					
SALARIES	101-1510-415-11-50	165,235.00	42,182.21	123,052.79	25.53%
INSURANCE	101-1510-415-44-01	32,347.00	4,522.40	27,824.60	13.98%
SOCIAL SECURITY	101-1510-415-44-02	12,641.00	3,141.20	9,499.80	24.85%
RETIREMENT	101-1510-415-44-04	30,668.00	7,829.03	22,838.97	25.53%
WORKERS COMPENSATION	101-1510-415-44-06	3,042.00	651.30	2,390.70	21.41%
UTILITIES	101-1510-415-40-01	7,000.00	540.28	6,459.72	7.72%
PROFESSIONAL SERVICES	101-1510-415-47-02	21,000.00	9,838.00	11,162.00	46.85%
COMPUTER SVCS & SUPPLIES(PUBLIQ)	101-1510-415-47-04	17,579.00	15,293.58	2,285.42	87.00%
DUES	101-1510-415-50-02	925.00	-	925.00	0.00%
TRAINING	101-1510-415-58-05	2,000.00	-	2,000.00	0.00%
PRINTING & OFFICE SUPPLIES	101-1510-415-61-01	1,000.00	444.64	555.36	44.46%
SPECIALIZED DEPARTMENTAL SUPPLIES	101-1510-415-61-02	500.00	-	500.00	0.00%
POSTAGE METER RENT & POSTAGE	101-1510-415-61-06	1,000.00	-	1,000.00	0.00%
LEASE & COPIES	101-1510-415-66-03	3,700.00	771.28	2,928.72	20.85%
		298,637.00	85,213.92	213,423.08	28.53%
DELINQUENT TAX OFFICE					
SALARIES	101-1511-415-11-50	82,979.00	45,577.07	37,401.93	54.93%
INSURANCE	101-1511-415-44-01	18,554.00	8,236.00	10,318.00	44.39%
SOCIAL SECURITY	101-1511-415-44-02	6,348.00	3,449.70	2,898.30	54.34%
RETIREMENT	101-1511-415-44-04	15,401.00	8,459.06	6,941.94	54.93%
WORKERS COMPENSATION	101-1511-415-44-06	258.00	141.35	116.65	54.79%
COMPUTER SVCS & SUPPLIES(PUBLIQ)	101-1511-415-47-04	14,341.00	8,533.81	5,807.19	59.51%
MEMBERSHIPS & SUBSCRIPTIONS	101-1511-415-50-25	125.00	135.00	(10.00)	108.00%
TRAINING	101-1511-415-58-05	2,200.00	97.82	2,102.18	4.45%
PRINTING & OFFICE SUPPLIES	101-1511-415-61-01	1,000.00	304.45	695.55	30.45%
POSTAGE METER RENT & POSTAGE	101-1511-415-61-06	25,000.00	880.33	24,119.67	3.52%
LEASE & COPIES	101-1511-415-66-03	2,500.00	-	2,500.00	0.00%
		168,706.00	75,814.59	92,891.41	44.94%
TREASURER'S OFFICE					
SALARIES	101-1520-415-11-50	165,847.00	56,942.92	108,904.08	34.33%
INSURANCE	101-1520-415-44-01	21,060.00	6,783.60	14,276.40	32.21%
SOCIAL SECURITY	101-1520-415-44-02	12,688.00	4,201.28	8,486.72	33.11%
RETIREMENT	101-1520-415-44-04	30,782.00	10,568.64	20,213.36	34.33%
WORKERS COMPENSATION	101-1520-415-44-06	515.00	176.20	338.80	34.21%
COMPUTER SVCS & SUPPLIES(PUBLIQ)	101-1520-415-47-04	78,009.00	34,543.04	43,465.96	44.28%
MEMBERSHIPS & SUBSCRIPTIONS	101-1520-415-50-25	80.00	80.00	-	100.00%
ADVERTISING	101-1520-415-54-01	700.00	-	700.00	0.00%
TRAINING	101-1520-415-58-05	3,500.00	360.55	3,139.45	10.30%
PRINTING & OFFICE SUPPLIES	101-1520-415-61-01	3,500.00	229.81	3,270.19	6.57%
LEASE & COPIES	101-1520-415-66-03	1,815.00	318.68	1,496.32	17.56%
		318,496.00	114,204.72	204,291.28	35.86%
AUDITOR'S OFFICE					
SALARIES	101-1525-415-11-50	140,475.00	47,692.68	92,782.32	33.95%
INSURANCE	101-1525-415-44-01	29,841.00	9,606.48	20,234.52	32.19%
SOCIAL SECURITY	101-1525-415-44-02	10,747.00	3,475.84	7,271.16	32.34%
RETIREMENT	101-1525-415-44-04	26,072.00	8,851.82	17,220.18	33.95%
WORKERS COMPENSATION	101-1525-415-44-06	436.00	147.78	288.22	33.89%
COMPUTER SVCS & SUPPLIES(PUBLIQ)	101-1525-415-47-04	74,448.00	22,165.11	52,282.89	29.77%
MEMBERSHIPS & SUBSCRIPTIONS	101-1525-415-50-25	150.00	-	150.00	0.00%
TRAINING	101-1525-415-58-05	3,000.00	926.68	2,073.32	30.89%
PRINTING & OFFICE SUPPLIES	101-1525-415-61-01	1,600.00	128.13	1,471.87	8.01%
LEASE & COPIES	101-1525-415-61-01	4,330.00	1,031.56	3,298.44	23.82%
		291,099.00	94,026.08	197,072.92	32.30%
BUILDING SUPERINTENDENT					
SALARIES	101-1910-419-11-50	118,050.00	41,890.41	76,159.59	35.49%
INSURANCE	101-1910-419-44-01	18,554.00	5,974.80	12,579.20	32.20%
SOCIAL SECURITY	101-1910-419-44-02	9,031.00	3,098.00	5,933.00	34.30%
RETIREMENT	101-1910-419-44-04	22,869.00	8,092.09	14,776.91	35.38%
WORKERS COMPENSATION	101-1910-419-44-06	5,443.00	1,827.38	3,615.62	33.57%
PROFESSIONAL SERVICES	101-1910-419-47-02	20,000.00	8,855.60	11,144.40	44.28%
CLOTHING & UNIFORMS	101-1910-419-50-01	1,000.00	-	1,000.00	0.00%
COMMUNICATIONS	101-1910-419-53-01	1,000.00	341.35	658.65	34.14%
TRAINING	101-1910-419-58-05	1,000.00	-	1,000.00	0.00%
BUILDING EXPENSE	101-1910-419-60-10	119,000.00	26,864.15	92,135.85	22.57%
GENERAL SUPPLIES	101-1910-419-61-07	3,500.00	-	3,500.00	0.00%
		319,447.00	96,943.78	222,503.22	30.35%

UNION COUNTY SC
BUDGET TO ACTUAL VARIANCE

		2024-2025	33.3%		%-AGE OF
		BUDGET	10/30/2024	VARIANCE	BUDGET
			ACTUAL		
NON-DEPARTMENTAL					
PERSONNEL SUPPLEMENT	101-1990-419-11-50	8,000.00	5,927.65	2,072.35	74.10%
UTILITIES	101-1990-419-40-01	15,000.00	9,748.23	5,251.77	64.99%
EMPLOYEE INSURANCE	101-1990-419-44-01	50,000.00	15,758.04	34,241.96	31.52%
SOCIAL SECURITY	101-1990-419-44-02	3,000.00	-	3,000.00	0.00%
RETIREMENT	101-1990-419-44-04	3,500.00	-	3,500.00	0.00%
WORKERS COMPENSATION	101-1990-419-44-06	50,000.00	46,521.50	3,478.50	93.04%
UNEMPLOYMENT	101-1990-419-44-07	20,000.00	-	20,000.00	0.00%
ACCRUALS	101-1990-419-44-08	35,000.00	-	35,000.00	0.00%
PARKING LOTS	101-1990-419-46-02	1,500.00	1,500.00	-	100.00%
RENTAL FEES	101-1990-419-46-04	7,200.00	1,800.00	5,400.00	25.00%
MAINTENANCE CONTRACTS	101-1990-419-47-01	60,000.00	3,845.19	56,154.81	6.41%
PROFESSIONAL SERVICES	101-1990-419-47-02	60,000.00	1,264.58	58,735.42	2.11%
COMPUTER SVCS & SUPPLIES (QS-1)	101-1990-419-47-04	-	-	-	#DIV/0!
GIS/CAS ZUERCHER (20%)	101-1990-419-47-07	-	-	-	#DIV/0!
AUDIT COUNTY BOOKS	101-1990-419-47-06	70,000.00	-	70,000.00	0.00%
OPEB	101-1990-419-47-10	12,000.00	-	12,000.00	0.00%
GENERAL INSURANCE	101-1990-419-52-01	550,000.00	487,256.00	62,744.00	88.59%
COMMUNICATIONS	101-1990-419-53-01	50,000.00	3,998.21	46,001.79	8.00%
ADVERTISING	101-1990-419-54-01	20,000.00	238.64	19,761.36	1.19%
HOSPITAL INDIGENT CARE	101-1990-419-54-35	28,441.00	14,220.50	14,220.50	50.00%
PRINTING & OFFICE SUPPLIES	101-1990-419-61-01	-	(177.57)	177.57	#DIV/0!
POSTAGE METER RENT & POSTAGE	101-1990-419-61-06	31,500.00	122.80	31,377.20	0.39%
FUEL COSTS	101-1990-419-65-11	375,000.00	89,892.66	285,107.34	23.97%
CAPITAL EXPENDITURES	101-1990-419-66-01	1,451,587.00	455,394.17	996,192.83	31.37%
LEASES & COPIES	101-1990-419-66-03	15,000.00	-	15,000.00	0.00%
CONTINGENCY FUND	101-1990-419-75-01	63,274.00	500.00	62,774.00	0.79%
OPERATIONAL CONTINGENCY	101-1990-419-75-02	100,000.00	13,188.15	86,811.85	13.19%
ED CONTINGENCY/GRANTS ADM	101-1990-419-75-03	50,000.00	27,358.09	22,641.91	54.72%
PAYMENT-AUCTION PROCEEDS	101-1990-419-75-16	-	841.87	(841.87)	#DIV/0!
INSURED REPAIRS	101-1990-419-75-17	-	10,756.95	(10,756.95)	#DIV/0!
AUCTION FEES	101-1990-419-75-23	1,000.00	-	1,000.00	0.00%
LANDFILL CONTRIBUTION-CKFD	101-1990-419-75-29	25,000.00	6,250.00	18,750.00	25.00%
OFFICAL ALLOWANCE	101-1990-419-75-31	9,600.00	2,400.00	7,200.00	25.00%
ANNUAL INCENTIVE AWARD	101-1990-419-75-32	22,000.00	-	22,000.00	0.00%
CATAWBA REGIONAL COG	101-1990-419-80-02	39,083.00	-	39,083.00	0.00%
CLEMSON EXT	101-1990-419-80-03	9,000.00	2,200.26	6,799.74	24.45%
CLEMSON EXT - 4H AGENT	101-1990-419-80-04	12,000.00	6,000.00	6,000.00	50.00%
SC ASSOC OF COUNTIES	101-1990-419-80-07	9,000.00	-	9,000.00	0.00%
SOIL & WATER CONSERVATION	101-1990-419-80-11	3,500.00	875.00	2,625.00	25.00%
FIRE & RESCUE	101-1990-419-80-12	40,000.00	20,000.00	20,000.00	50.00%
UNION CTY MUSEUM/CROSS KEYS HOUSE	101-1990-419-80-18	10,000.00	5,000.00	5,000.00	50.00%
UNION CTY CHAMBER OF COMMERCE	101-1990-419-80-20	25,000.00	6,250.00	18,750.00	25.00%
POST-CLOSURE LANDFILL COSTS	101-1990-419-80-21	40,000.00	18,334.00	21,666.00	45.84%
SATELLITE LIBRARY CENTERS (CENSUS)	101-1990-419-80-23	-	-	-	#DIV/0!
TUITION ASSISTANCE	101-1990-419-80-24	75,000.00	-	75,000.00	0.00%
CRIME STOPPERS	101-1990-419-80-25	-	-	-	#DIV/0!
C-4	101-1990-419-80-26	25,000.00	-	25,000.00	0.00%
COUNCIL ON AGING	101-1990-419-80-28	35,000.00	-	35,000.00	0.00%
PRESERVATION SC	101-1990-419-80-22	-	-	-	#DIV/0!
NAACP	101-1990-419-80-28	2,000.00	-	2,000.00	0.00%
CAPITAL CONSULTING	101-1990-419-80-29	36,000.00	12,000.00	24,000.00	33.33%
UC FAIR BOARD	101-1990-419-80-30	-	-	-	#DIV/0!
LIVESTOCK ASSOCIATION	101-1990-419-80-31	-	-	-	#DIV/0!
SISTAS ON THE MOVE	101-1990-419-80-32	1,000.00	1,000.00	-	100.00%
		3,549,185.00	1,270,264.92	2,278,920.08	35.79%

UNION COUNTY SC
BUDGET TO ACTUAL VARIANCE

		2024-2025	33.3% 10/30/2024		%-AGE OF
		BUDGET	ACTUAL	VARIANCE	BUDGET
SHERIFF'S OFFICE					
SALARIES	101-2101-421-11-50	2,038,788.00	650,661.89	1,388,126.11	31.91%
SCHOOL RESOURCE OFFICER	101-2101-421-11-52	320,493.00	93,792.08	226,700.92	29.26%
RESERVE DEPUTY PROGRAM	101-2101-421-11-53	30,940.00			
INSURANCE	101-2101-421-44-01	388,441.00	113,293.22	275,147.78	29.17%
SOCIAL SECURITY	101-2101-421-44-02	182,852.00	55,785.99	127,066.01	30.51%
RETIREMENT	101-2101-421-44-04	504,582.00	158,678.13	345,903.87	31.45%
WORKERS COMPENSATION	101-2101-421-44-06	79,057.00	23,598.46	55,458.54	29.85%
UTILITIES	101-2101-421-40-01	20,000.00	5,206.53	14,793.47	26.03%
MAINTENANCE CONTRACTS	101-2101-421-47-01	27,300.00	17,219.54	10,080.46	63.08%
CLOTHING & UNIFORMS	101-2101-421-50-01	21,000.00	2,224.56	18,775.44	10.59%
DUES SCLEOA & SHERIFFS' ASSOC	101-2101-421-50-03	4,500.00	1,800.00	2,700.00	40.00%
COMMUNICATIONS	101-2101-421-53-01	37,200.00	19,073.97	18,126.03	51.27%
ADVERTISING	101-2101-421-54-01	5,000.00	1,305.58	3,694.42	26.11%
TRAINING	101-2101-421-58-05	15,000.00	6,243.42	8,756.58	41.62%
PRINTING & OFFICE SUPPLIES	101-2101-421-61-01	15,400.00	2,929.57	12,470.43	19.02%
INVESTIGATIVE SUPPLIES	101-2101-421-61-03	8,100.00	834.71	7,265.29	10.31%
K9 TRAINING/SUPPLIES	101-2101-421-61-05	15,625.00	1,445.87	14,179.13	9.25%
WEAPONS/AMMO	101-2101-421-61-11	20,000.00	1,676.95	18,323.05	8.38%
EVIDENCE CUSTODIAN SUPPLIES	101-2101-421-61-12	4,000.00	1,526.22	2,473.78	38.16%
NARCOTICS SUPPLIES	101-2101-421-61-13	15,000.00	9,302.54	5,697.46	62.02%
SRT EQUIPMENT/TRAINING	101-2101-421-61-14	12,470.00	2,410.35	10,059.65	19.33%
INFORMANT MONEY	101-2101-421-62-01	15,000.00	2,400.00	12,600.00	16.00%
LEASE & COPIES	101-2101-421-66-03	7,525.00	358.20	7,166.80	4.76%
STATE 800 RADIO SERVICES	101-2101-421-66-11	34,920.00	12,540.74	22,379.26	35.91%
MOBILE ROUTER RENEWAL FEES	101-2101-421-66-51	5,500.00	4,113.78	1,386.22	74.80%
CRIMESTOPPERS PROGRAM	101-2101-421-80-25	2,500.00	2,500.00	-	100.00%
				-	#DIV/0!
		3,831,193.00	1,190,922.30	2,640,270.70	31.08%
CODE ENFORCEMENT					
SALARIES	101-2105-421-11-50	139,127.00	36,605.01	102,521.99	26.31%
INSURANCE	101-2105-421-44-01	25,574.00	5,409.50	20,164.50	21.15%
SOCIAL SECURITY	101-2105-421-44-02	10,644.00	2,691.82	7,952.18	25.29%
RETIREMENT	101-2105-421-44-04	27,524.00	7,376.89	20,147.11	26.80%
WORKERS COMPENSATION	101-2105-421-44-06	4,814.00	1,190.77	3,623.23	24.74%
MAINTENANCE CONTRACTS	101-2105-421-47-01	5,000.00	-	5,000.00	0.00%
CLOTHING & UNIFORMS	101-2105-421-50-01	1,500.00	854.36	645.64	56.96%
COMMUNICATIONS	101-2105-421-53-01	7,000.00	1,175.23	5,824.77	16.79%
DEMOLITION - CONDEMNATIONS	101-2105-421-54-60	20,000.00	720.00	19,280.00	3.60%
PROPERTY IMPROVEMENTS	101-2105-421-54-70	1,000.00	166.28	833.72	16.63%
SPECIALIZED DEPARTMENTAL SUPPLIES	101-2105-421-61-02	7,000.00	576.95	6,423.05	8.24%
POSTAGE METER RENT & POSTAGE	101-2105-421-61-06	7,500.00		7,500.00	0.00%
LEASE & COPIES	101-2105-421-66-03	2,400.00	318.68	2,081.32	13.28%
		259,083.00	57,085.49	201,997.51	22.03%
ANIMAL CONTROL					
SALARIES	101-2110-421-11-50	74,307.00	41,273.32	33,033.68	55.54%
INSURANCE	101-2110-421-44-01	14,040.00	49.44	13,990.56	0.35%
SOCIAL SECURITY	101-2110-421-44-02	5,685.00	3,148.90	2,536.10	55.39%
RETIREMENT	101-2110-421-44-04	13,792.00	7,660.34	6,131.66	55.54%
WORKERS COMPENSATION	101-2110-421-44-06	1,784.00	833.39	950.61	46.71%
UTILITIES	101-2110-421-40-01	12,400.00	3,474.09	8,925.91	28.02%
PROFESSIONAL SERVICES	101-2110-421-47-02	30,959.00	17,268.28	13,690.72	55.78%
CLOTHING & UNIFORMS	101-2110-421-50-01	800.00	544.52	255.48	68.07%
COMMUNICATIONS	101-2110-421-53-01	1,500.00	244.64	1,255.36	16.31%
TRAINING	101-2110-421-58-05	-	-	-	#DIV/0!
CHEMICALS	101-2110-421-61-10	2,000.00	668.28	1,331.72	33.41%
FOOD ALLOWANCE FOR ANIMALS	101-2110-421-63-03	11,000.00	7,449.28	3,550.72	67.72%
LEASE & COPIES	101-2110-421-66-03	2,800.00	678.08	2,121.92	24.22%
TRAPS & CAPTURING EQUIP	101-2110-421-66-12	2,312.00	2,116.79	195.21	91.56%
CAT LIVING PENS	101-2110-421-66-13	3,780.00	3,338.40	441.60	88.32%
COMMUNITY AIDE	101-2110-421-66-14	396.00	395.67	0.33	99.92%
		177,555.00	89,143.42	88,411.58	50.21%

UNION COUNTY SC
BUDGET TO ACTUAL VARIANCE

		2024-2025	33.3% 10/30/2024		%-AGE OF
		BUDGET	ACTUAL	VARIANCE	BUDGET
CORONER					
SALARIES	101-2190-421-11-50	58,370.00	17,874.88	40,495.12	30.62%
INSURANCE	101-2190-421-44-01	14,501.00	4,668.24	9,832.76	32.19%
SOCIAL SECURITY	101-2190-421-44-02	4,466.00	1,837.18	2,628.82	41.14%
RETIREMENT	101-2190-421-44-04	11,887.00	5,210.38	6,676.62	43.83%
WORKERS COMPENSATION	101-2190-421-44-06	2,020.00	877.99	1,142.01	43.46%
PROFESSIONAL SERVICES	101-2190-421-47-02	99,000.00	16,700.00	82,300.00	16.87%
DUES	101-2190-421-50-12	400.00		400.00	0.00%
TRAVEL	101-2190-421-58-01	2,400.00	1,200.00	1,200.00	50.00%
TRAINING	101-2190-421-58-05	3,000.00	-	3,000.00	0.00%
PRINTING & OFFICE SUPPLIES	101-2190-421-61-01	400.00	-	400.00	0.00%
SPECIALIZED DEPARTMENTAL SUPPLIES	101-2190-421-61-02	6,000.00	62.64	5,937.36	1.04%
		202,444.00	48,431.31	154,012.69	23.92%
DETENTION CENTER					
SALARIES	101-2320-423-11-50	1,680,815.00	576,641.66	1,104,173.34	34.31%
INSURANCE	101-2320-423-44-01	288,305.00	87,522.43	200,782.57	30.36%
SOCIAL SECURITY	101-2320-423-44-02	128,583.00	42,215.17	86,367.83	32.83%
RETIREMENT	101-2320-423-44-04	357,006.00	122,478.62	234,527.38	34.31%
WORKERS COMPENSATION	101-2320-423-44-06	58,157.00	18,260.17	39,896.83	31.40%
UTILITIES	101-2320-423-40-01	140,000.00	33,716.01	106,283.99	24.08%
MAINTENANCE CONTRACTS	101-2320-423-47-01	12,998.00	3,987.99	9,010.01	30.68%
PROFESSIONAL SERVICES	101-2320-423-47-02	67,555.00	24,660.36	42,894.64	36.50%
HEALTH CARE CONTRACT	101-2320-423-47-10	184,378.00	75,352.50	109,025.50	40.87%
CLOTHING & UNIFORMS	101-2320-423-50-01	14,000.00	4,263.07	9,736.93	30.45%
COMMUNICATIONS	101-2320-423-53-01	17,000.00	6,681.10	10,318.90	39.30%
TRAINING	101-2320-423-58-05	9,000.00	5,802.00	3,198.00	64.47%
OPERATING EXPENSE	101-2320-423-60-15	21,120.00	4,545.79	16,574.21	21.52%
PRINTING & OFFICE SUPPLIES	101-2320-423-61-01	4,500.00	2,839.06	1,660.94	63.09%
SPECIALIZED DEPARTMENTAL SUPPLIES	101-2320-423-61-02	29,798.00	5,797.78	24,000.22	19.46%
CHEMICALS	101-2320-423-61-10	10,500.00	2,969.44	7,530.56	28.28%
JUVENILE DETENTION	101-2320-423-62-10	25,000.00	925.00	24,075.00	3.70%
DIETING PRISONERS	101-2320-423-63-01	175,100.00	47,931.92	127,168.08	27.37%
PRISONER TRANSPORT, MEALS	101-2320-423-63-02	2,000.00	577.73	1,422.27	28.89%
SUBSISTENCE CARE	101-2320-423-63-03	40,120.00	12,274.18	27,845.82	30.59%
CAPITAL EXPENDITURES	101-2320-423-66-01	-		-	#DIV/0!
LEASE & COPIES	101-2320-423-66-03	5,500.00	920.84	4,579.16	16.74%
		3,271,435.00	1,080,362.82	2,191,072.18	33.02%
E-911 & COMMUNICATIONS					
SALARIES	101-2901-429-11-50	630,207.00	189,688.80	440,518.20	30.10%
SUBSCRIBER BILLING SALARIES	101-2901-429-11-55	81,272.00	32,144.12	49,127.88	39.55%
SALARIES-P/T DISPATCHERS	101-2901-429-11-63	35,999.00	5,701.82	30,297.18	15.84%
INSURANCE	101-2901-429-44-01	100,963.00	25,486.68	75,476.32	25.24%
SOCIAL SECURITY	101-2901-429-44-02	57,225.00	16,916.66	40,308.34	29.56%
RETIREMENT	101-2901-429-44-04	140,164.00	42,481.09	97,682.91	30.31%
WORKERS COMPENSATION	101-2901-429-44-06	4,363.00	863.62	3,499.38	19.79%
UTILITIES	101-2901-429-40-01	23,000.00	8,730.79	14,269.21	37.96%
MAINTENANCE CONTRACTS	101-2901-429-47-01	228,608.00	161,798.42	66,809.58	70.78%
PROFESSIONAL SERVICES	101-2901-429-47-02	6,000.00	5,026.15	973.85	83.77%
RADIO MAINTENANCE	101-2901-429-47-03	7,000.00	-	7,000.00	0.00%
UNIFORMS	101-2901-429-50-01	2,500.00	641.09	1,858.91	25.64%
SPECIAL PROJECTS AWARENESS	101-2901-429-50-20	5,000.00	2,895.03	2,104.97	57.90%
MEMBERSHIPS & SUBSCRIPTIONS	101-2901-429-50-25	1,500.00	-	1,500.00	0.00%
COMMUNICATIONS	101-2901-429-53-01	33,000.00	10,122.14	22,877.86	30.67%
TRAINING	101-2901-429-58-01	9,000.00	650.57	8,349.43	7.23%
COMMUNICATIONS CENTER OPERATIONS	101-2901-429-60-20	8,500.00	5,350.44	3,149.56	62.95%
PRINTING & OFFICE SUPPLIES	101-2901-429-61-01	2,100.00	160.46	1,939.54	7.64%
JANITORIAL SUPPLIES	101-2901-429-61-15	2,200.00	427.86	1,772.14	19.45%
LEASE & COPIES	101-2901-429-66-03	3,175.00	333.32	2,841.68	10.50%
		1,381,776.00	509,419.06	872,356.94	36.87%

UNION COUNTY SC
BUDGET TO ACTUAL VARIANCE

		2024-2025	33.3% 10/30/2024		%-AGE OF
		BUDGET	ACTUAL	VARIANCE	BUDGET
EMERGENCY SERVICES					
SALARIES	101-2902-429-11-50	88,086.00	31,159.32	56,926.68	35.37%
INSURANCE	101-2902-429-44-01	25,327.00	8,154.08	17,172.92	32.20%
SOCIAL SECURITY	101-2902-429-44-02	6,739.00	2,184.34	4,554.66	32.41%
RETIREMENT	101-2902-429-44-04	16,349.00	5,783.19	10,565.81	35.37%
WORKERS COMPENSATION	101-2902-429-44-06	2,793.00	1,042.42	1,750.58	37.32%
UNIFORMS	101-2902-429-50-01	1,000.00	-	1,000.00	0.00%
DUES	101-2902-429-50-02	540.00	150.00	390.00	27.78%
MEMBERSHIPS & SUBSCRIPTIONS	101-2902-429-50-25	350.00	-	350.00	0.00%
COMMUNICATIONS	101-2902-429-53-01	20,360.00	10,026.60	10,333.40	49.25%
TRAINING	101-2902-429-58-05	2,000.00	473.71	1,526.29	23.69%
PRINTING & OFFICE SUPPLIES	101-2902-429-61-01	1,400.00	-	1,400.00	0.00%
SPECIALIZED DEPARTMENTAL SUPPLIES	101-2902-429-61-02	3,000.00	10.68	2,989.32	0.36%
LEASE & COPIES	101-2902-429-66-03	100.00	-	100.00	0.00%
		168,044.00	58,984.34	109,059.66	35.10%
COUNTY MAINTENANCE					
SALARIES	101-3101-431-11-50	307,601.00	121,070.58	186,530.42	39.36%
INSURANCE	101-3101-431-44-01	56,621.00	20,779.29	35,841.71	36.70%
SOCIAL SECURITY	101-3101-431-44-02	23,532.00	8,908.47	14,623.53	37.86%
RETIREMENT	101-3101-431-44-04	57,091.00	21,332.57	35,758.43	37.37%
WORKERS COMPENSATION	101-3101-431-44-06	24,115.00	8,179.87	15,935.13	33.92%
PROFESSIONAL SERVICES	101-3101-431-47-02	196,342.00	38,112.41	158,229.59	19.41%
UNIFORMS & CLOTHING	101-3101-431-50-01	4,500.00	2,255.26	2,244.74	50.12%
COMMUNICATIONS	101-3101-431-53-01	6,500.00	2,033.35	4,466.65	31.28%
TRAINING	101-3101-431-58-01	3,500.00	-	3,500.00	0.00%
ROAD & BRIDGE	101-3101-431-59-01	105,000.00	23,281.97	81,718.03	22.17%
ROAD SIGNS	101-3101-429-59-02	14,500.00	362.32	14,137.68	2.50%
ASPHALT	101-3101-431-59-05	24,000.00	2,965.37	21,034.63	12.36%
CRUSHER RUN & GRAVEL	101-3101-431-59-10	25,000.00	7,703.81	17,296.19	30.82%
GENERAL SUPPLIES	101-3101-431-61-07	12,000.00	4,118.08	7,881.92	34.32%
LEASE & COPIES	101-3101-431-61-07	895.00	278.51	616.49	31.12%
		861,197.00	261,381.86	599,815.14	30.35%
EQUIPMENT SHOP					
SALARIES	101-3102-431-11-50	100,555.00	35,650.10	64,904.90	35.45%
INSURANCE	101-3102-431-44-01	26,035.00	8,381.84	17,653.16	32.19%
SOCIAL SECURITY	101-3102-431-44-02	7,693.00	2,534.44	5,158.56	32.94%
RETIREMENT	101-3102-431-44-04	18,663.00	6,616.66	12,046.34	35.45%
WORKERS COMPENSATION	101-3102-431-44-06	4,676.00	1,609.59	3,066.41	34.42%
UTILITIES	101-3102-431-40-01	33,000.00	7,175.07	25,824.93	21.74%
UNIFORMS & CLOTHING	101-3102-431-50-01	2,500.00	-	2,500.00	0.00%
COMMUNICAITONS	101-3102-431-53-01	3,100.00	344.72	2,755.28	11.12%
TRAINING	101-3102-431-58-05	4,000.00	1,605.00	2,395.00	40.13%
SUPPLIES	101-3102-431-61-04	6,000.00	1,067.27	4,932.73	17.79%
VEHICLE MAINTENANCE & REPAIR	101-3102-431-65-01	188,000.00	46,497.60	141,502.40	24.73%
MACHINERY & EQUIPMENT REPAIR	101-3102-431-65-02	56,000.00	16,539.59	39,460.41	29.53%
TIRES	101-3102-431-65-10	55,000.00	25,520.61	29,479.39	46.40%
LEASE & COPIES	101-3102-431-66-03	1,815.00	198.17	1,616.83	10.92%
		507,037.00	153,740.66	353,296.34	30.32%
HEALTH DEPARTMENT					
MAINTENANCE CONTRACTS	101-4101-441-47-01	2,300.00	-	2,300.00	0.00%
SPECIAL CONTRACTS	101-4101-441-47-05	1,000.00	-	1,000.00	0.00%
COMMUNICATIONS	101-4101-441-53-01	7,700.00	2,486.49	5,213.51	32.29%
BUILDING EXPENSES	101-4101-441-60-10	22,000.00	5,012.27	16,987.73	22.78%
CHEMICALS	101-4101-441-61-10	2,300.00	1,627.55	672.45	70.75%
MACHINERY & EQUIPMENT REPAIR	101-4101-441-65-02	1,000.00	-	1,000.00	0.00%
		36,300.00	9,126.31	27,173.69	25.14%
DEPARTMENT OF SOCIAL SERVICES					
UTILITIES	101-4110-441-40-01	40,000.00	12,575.20	27,424.80	31.44%
COMMUNICATIONS	101-4110-441-53-01	6,100.00	2,116.06	3,983.94	34.69%
EMERGENCY RELIEF	101-4110-441-54-05	1,000.00	-	1,000.00	0.00%
PRINTING & OFFICE SUPPLIES	101-4110-441-61-01	1,000.00	-	1,000.00	0.00%
		48,100.00	14,691.26	33,408.74	30.54%

UNION COUNTY SC
BUDGET TO ACTUAL VARIANCE

		2024-2025 BUDGET	33.3% 10/30/2024 ACTUAL	VARIANCE	%-AGE OF BUDGET
VETERAN'S AFFAIRS					
SALARIES	101-4120-441-11-50	60,781.00	24,539.25	36,241.75	40.37%
INSURANCE	101-4120-441-44-01	14,501.00	4,668.24	9,832.76	32.19%
SOCIAL SECURITY	101-4120-441-44-02	4,650.00	1,764.10	2,885.90	37.94%
RETIREMENT	101-4120-441-44-04	11,281.00	4,554.46	6,726.54	40.37%
WORKERS COMPENSATION	101-4120-441-44-06	189.00	76.04	112.96	40.23%
COMMUNICATIONS	101-4120-441-53-01	989.00	228.06	760.94	23.06%
TRAINING	101-4120-441-58-05	8,000.00	3,430.97	4,569.03	42.89%
PRINTING & OFFICE SUPPLIES	101-4120-441-61-01	4,435.00	1,352.61	3,082.39	30.50%
LEASE & COPIES	101-4120-441-66-03	3,455.00	1,251.48	2,203.52	36.22%
		<u>108,281.00</u>	<u>41,865.21</u>	<u>66,415.79</u>	<u>38.66%</u>
ALCOHOL & DRUG ABUSE					
SALARIES	101-4150-441-11-50	423,399.00	123,705.01	299,693.99	29.22%
INSURANCE	101-4150-441-44-01	71,714.00	20,048.53	51,665.47	27.96%
SOCIAL SECURITY	101-4150-441-44-02	32,391.00	9,027.59	23,363.41	27.87%
RETIREMENT	101-4150-441-44-04	78,583.00	22,959.59	55,623.41	29.22%
WORKERS COMPENSATION	101-4150-441-44-06	4,316.00	1,163.48	3,152.52	26.96%
UTILITIES	101-4150-441-40-01	16,300.00	5,527.48	10,772.52	33.91%
PROFESSIONAL SERVICES	101-4150-441-47-02	62,000.00	9,347.96	52,652.04	15.08%
MEMBERSHIPS & SUBSCRIPTIONS	101-4150-441-50-25	20,000.00	6,456.56	13,543.44	32.28%
GENERAL INSURANCE	101-4150-441-52-01	10,000.00	9,282.56	717.44	92.83%
TRAINING	101-4150-441-58-05	15,000.00	89.91	14,910.09	0.60%
MAINTENANCE & UPKEEP	101-4150-441-60-30	3,000.00	725.00	2,275.00	24.17%
PRINTING & OFFICE SUPPLIES	101-4150-441-61-01	12,360.00	2,220.68	10,139.32	17.97%
SPECIALIZED DEPARTMENTAL SUPPLIES	101-4150-441-61-02	10,000.00	202.72	9,797.28	2.03%
RENT ON POSTAGE METER & POSTAGE	101-4150-441-61-06	500.00	-	500.00	0.00%
OTHER MISCELLANEOUS	101-4150-441-75-02	10,000.00	809.30	9,190.70	8.09%
		<u>769,563.00</u>	<u>211,566.37</u>	<u>557,996.63</u>	<u>27.49%</u>
VICTIM ADVOCATE					
SALARIES	101-4190-441-11-50	61,155.00	20,974.69	40,180.31	34.30%
INSURANCE	101-4190-441-44-01	7,020.00	2,261.20	4,758.80	32.21%
SOCIAL SECURITY	101-4190-441-44-02	4,679.00	1,537.16	3,141.84	32.85%
RETIREMENT	101-4190-441-44-04	11,351.00	3,892.90	7,458.10	34.30%
WORKERS COMPENSATION	101-4190-441-44-06	2,116.00	725.70	1,390.30	34.30%
MAINTENANCE CONTRACT-ZUERCHER	101-4190-441-47-01	1,100.00	1,083.40	16.60	98.49%
DUES	101-4190-441-50-02	30.00	30.00	-	100.00%
SPECIAL PROJECTS AWARENESS	101-4190-441-50-20	2,000.00	-	2,000.00	0.00%
COMMUNICATIONS	101-4190-441-53-01	2,500.00	262.94	2,237.06	10.52%
TRAINING	101-4190-441-58-05	2,800.00	1,820.97	979.03	65.03%
PRINTING & OFFICE SUPPLIES	101-4190-441-61-01	2,500.00	529.39	1,970.61	21.18%
VICTIM NOTIFICATION	101-4190-441-61-25	2,000.00	-	2,000.00	0.00%
VICTIM SERVICES	101-4190-441-61-26	2,500.00	-	2,500.00	0.00%
VEHICLE OPERATION & MAINTENANCE	101-4190-441-65-01	200.00	-	200.00	0.00%
		<u>101,951.00</u>	<u>33,118.35</u>	<u>68,832.65</u>	<u>32.48%</u>
STADIUM					
SALARIES	101-5110-451-11-50	17,768.00	6,094.33	11,673.67	34.30%
INSURANCE	101-5110-451-44-01	4,351.00	1,400.48	2,950.52	32.19%
SOCIAL SECURITY	101-5110-451-44-02	1,360.00	425.17	934.83	31.26%
RETIREMENT	101-5110-451-44-04	3,298.00	1,131.07	2,166.93	34.30%
WORKERS COMPENSATION	101-5110-451-44-06	601.00	205.99	395.01	34.27%
UTILITIES	101-5110-451-40-01	39,000.00	12,568.49	26,431.51	32.23%
CLOTHING & UNIFORMS	101-5110-451-50-01	400.00	-	400.00	0.00%
MEMBERSHIPS & SUBSCRIPTIONS	101-5110-451-50-25	325.00	45.35	279.65	13.95%
COMMUNICATIONS	101-5110-451-53-01	3,200.00	470.73	2,729.27	14.71%
TRAINING	101-5110-451-58-05	1,000.00	335.80	664.20	33.58%
BUILDING & EQUIPMENT EXPENSE	101-5110-451-60-10	25,000.00	17,407.53	7,592.47	69.63%
		<u>96,303.00</u>	<u>40,084.94</u>	<u>56,218.06</u>	<u>41.62%</u>

UNION COUNTY SC
BUDGET TO ACTUAL VARIANCE

		2024-2025 BUDGET	33.3% 10/30/2024 ACTUAL	VARIANCE	%-AGE OF BUDGET
RECYCLING					
SALARIES	101-6101-461-11-50	276,008.00	81,353.01	194,654.99	29.47%
INSURANCE	101-6101-461-44-01	14,040.00	2,261.20	11,778.80	16.11%
SOCIAL SECURITY	101-6101-461-44-02	21,115.00	6,220.25	14,894.75	29.46%
RETIREMENT	101-6101-461-44-04	51,227.00	15,117.29	36,109.71	29.51%
WORKERS COMPENSATION	101-6101-461-44-06	17,515.00	4,059.46	13,455.54	23.18%
CONTRACT SERVICES	101-6101-461-32-10	63,000.00	11,276.30	51,723.70	17.90%
UTILITIES	101-6101-461-40-01	20,000.00	5,331.64	14,668.36	26.66%
WASTE TIRE DISPOSAL	101-6101-461-47-10	28,000.00	4,522.38	23,477.62	16.15%
CLOTHING & UNIFORMS	101-6101-461-50-01	3,500.00	512.34	2,987.66	14.64%
TRAINING	101-6101-461-58-05	3,500.00	-	3,500.00	0.00%
MAINTENANCE & UPKEEP	101-6101-461-60-30	8,000.00	2,384.37	5,615.63	29.80%
E-WASTE DISPOSAL	101-6101-461-60-45		-	-	#DIV/0!
PRINTING & OFFICE SUPPLIES	101-6101-461-61-01	1,500.00	500.99	999.01	33.40%
SAFETY SUPPLIES	101-6101-461-61-08	2,500.00	173.88	2,326.12	6.96%
LEASE & COPIES	101-6101-461-66-03	1,080.00	-	1,080.00	0.00%
RECYCLING EQUIPMENT	101-6101-461-66-15	10,000.00	8,750.00	1,250.00	87.50%
HWY 18 TEMP FACILITY COSTS	101-6101-461-66-23	5,000.00	1,627.48	3,372.52	32.55%
		525,985.00	144,090.59	381,894.41	27.39%
AIRPORT					
SALARIES	101-7101-419-11-50	74,263.00	25,600.40	48,662.60	34.47%
INSURANCE	101-7101-419-44-01	17,171.00	5,528.96	11,642.04	32.20%
SOCIAL SECURITY	101-7101-419-44-02	5,682.00	1,762.65	3,919.35	31.02%
RETIREMENT	101-7101-419-44-04	13,784.00	4,751.48	9,032.52	34.47%
WORKERS COMPENSATION	101-7101-419-44-06	2,511.00	863.83	1,647.17	34.40%
UTILITIES	101-7101-419-40-01	11,500.00	3,253.07	8,246.93	28.29%
MAINTENANCE CONTRACTS	101-7101-419-47-01	3,800.00	600.00	3,200.00	15.79%
PROFESSIONAL SERVICES	101-7101-419-47-02	7,000.00	-	7,000.00	0.00%
MEMBERSHIPS & SUBSCRIPTIONS	101-7101-419-50-25	600.00	-	600.00	0.00%
COMMUNICATIONS	101-7101-419-53-01	4,500.00	959.68	3,540.32	21.33%
TRAINING	101-7101-419-58-05	4,200.00	-	4,200.00	0.00%
BUILDING & EQUIPMENT EXPENSE	101-7101-419-60-10	7,500.00	5,238.06	2,261.94	69.84%
CAPITAL IMP & MATCHING FUNDS	101-7101-419-66-02	60,000.00	-	60,000.00	0.00%
LEASE & COPIES	101-7101-419-66-03	250.00	39.52	210.48	15.81%
		212,761.00	48,597.65	164,163.35	22.84%
TIMKEN SPORTS COMPLEX/REC DEPT					
SALARIES	101-8101-451-11-50	173,473.00	61,847.40	111,625.60	35.65%
SALARIES - SUMMER MAINTENANCE WKR	101-8101-451-11-53	25,750.00		25,750.00	0.00%
SALARIES - CONCESSIONS, GATE, TICKETS	101-8101-451-11-54	29,547.00	5,851.56	23,695.44	19.80%
INSURANCE	101-8101-451-44-01	32,347.00	10,415.28	21,931.72	32.20%
SOCIAL SECURITY	101-8101-451-44-02	17,501.00	4,934.04	12,566.96	28.19%
RETIREMENT	101-8101-451-44-04	32,197.00	11,600.09	20,596.91	36.03%
WORKERS COMPENSATION	101-8101-451-44-06	9,357.00	2,735.83	6,621.17	29.24%
UTILITIES	101-8101-451-40-01	148,900.00	40,805.14	108,094.86	27.40%
PROFESSIONAL SERVICES	101-8101-451-47-02	37,333.00	6,800.00	30,533.00	18.21%
CLOTHING & UNIFORMS	101-8101-451-50-10	2,850.00	524.28	2,325.72	18.40%
COMMUNICATIONS	101-8101-451-53-01	15,500.00	6,460.80	9,039.20	41.68%
ADVERTISING	101-8101-451-54-01	21,000.00	1,967.64	19,032.36	9.37%
FIELD MAINTENANCE	101-8101-451-54-55	50,000.00	6,216.69	43,783.31	12.43%
TRAINING	101-8101-451-58-05	4,000.00	-	4,000.00	0.00%
BUILDING EXPENSE	101-8101-451-60-01	11,000.00	1,335.96	9,664.04	12.15%
OPERATING EXPENSE	101-8101-451-60-15	85,000.00	12,599.24	72,400.76	14.82%
PRINTING & OFFICE SUPPLIES	101-8101-451-61-01	1,200.00	235.66	964.34	19.64%
SPECIALIZED DEPARTMENTAL SUPPLIES	101-8101-451-61-02	50,000.00	18,089.61	31,910.39	36.18%
CHEMICALS & FERTILIZERS	101-8101-451-61-10	25,000.00	8,419.56	16,580.44	33.68%
MACHINERY & EQUIPMENT REPAIR	101-8101-451-65-02	3,500.00	388.96	3,111.04	11.11%
CAPITAL IMPROVEMENTS	101-8101-451-66-02	15,000.00	-	15,000.00	0.00%
LEASE & COPIES	101-8101-451-66-03	2,130.00	358.20	1,771.80	16.82%
PARD MATCHING FUNDS	101-8101-451-66-22	6,000.00	-	6,000.00	0.00%
		798,585.00	201,585.94	596,999.06	25.24%

UNION COUNTY SC
BUDGET TO ACTUAL VARIANCE

		2024-2025 BUDGET	33.3% 10/30/2024 ACTUAL	VARIANCE	%-AGE OF BUDGET
EMERGENCY MEDICAL SERVICES					
SALARIES	101-9101-441-11-50	1,438,122.00	459,250.52	978,871.48	31.93%
SALARIES - PRN	101-9101-441-11-65	65,000.00	77,458.75	(12,458.75)	119.17%
INSURANCE	101-9101-441-44-01	237,734.00	65,274.86	172,459.14	27.46%
SOCIAL SECURITY	101-9101-441-44-02	114,990.00	39,706.58	75,283.42	34.53%
RETIREMENT	101-9101-441-44-04	278,980.00	99,114.97	179,865.03	35.53%
WORKERS COMPENSATION	101-9101-441-44-06	140,279.00	43,432.80	96,846.20	30.96%
UTILITIES	101-9101-441-40-01	26,894.00	11,215.96	15,678.04	41.70%
MAINTENANCE CONTRACTS	101-9101-441-47-01	25,000.00	7,948.00	17,052.00	31.79%
PROFESSIONAL SERVICES	101-9101-441-47-02	90,000.00	19,174.29	70,825.71	21.30%
VACCINES	101-9101-441-47-15	3,000.00	-	3,000.00	0.00%
CLOTHING & UNIFORMS	101-9101-441-50-01	14,177.00	437.21	13,739.79	3.08%
SPECIAL PROGRAM (EMS WEEK)	101-9101-441-50-20	1,000.00	-	1,000.00	0.00%
MEMBERSHIPS & SUBSCRIPTIONS	101-9101-441-50-25	900.00	800.00	100.00	88.89%
COMMUNICATIONS	101-9101-441-53-01	20,568.00	6,301.26	14,266.74	30.64%
TRAINING & TRAVEL	101-9101-441-58-07	7,500.00	1,359.56	6,140.44	18.13%
DISPOSAL FEES	101-9101-441-60-50	3,648.00	1,114.88	2,533.12	30.56%
SPECIALIZED DEPARTMENTAL SUPPLIES	101-9101-441-61-02	1,000.00	303.30	696.70	30.33%
GENERAL SUPPLIES	101-9101-441-61-03	65,000.00	29,196.05	35,803.95	44.92%
POSTAGE & FREIGHT	101-9101-441-61-07	300.00	20.40	279.60	6.80%
MEDICATION	101-9101-441-61-20	32,000.00	9,827.40	22,172.60	30.71%
VEHICLE OPERATIONS & MAINTENANCE	101-9101-441-65-01	65,000.00	12,552.99	52,447.01	19.31%
RADIO SYSTEM REPAIR	101-9101-441-65-03	700.00	-	700.00	0.00%
LEASE & COPIES	101-9101-441-66-03	3,500.00	743.08	2,756.92	21.23%
LEASE PAYMENTS	101-9101-441-66-04	27,577.00	5,669.04	21,907.96	20.56%
IT SERVICES	101-9101-441-66-20	11,230.00	3,935.26	7,294.74	35.04%
LICENSE FEES	101-9101-441-66-50	775.00	125.00	650.00	16.13%
		2,674,874.00	894,962.16	1,779,911.84	33.46%
TOTAL EXPENDITURES		26,093,318.00	8,529,127.57	17,449,710.30	32.69%