AGENDA
REGULAR MONTHLY MEETING OF THE UNION COUNTY COUNCIL
GRAND JURY ROOM AT 210 W. MAIN STREET
UNION, S. C. 29379
Tuesday, December 13, 2022 at 5:30 p.m.
Live Stream to www.facebook.com/GearUpUnionSC

Call to Order.
Invocation and Pledge of Allegiance.
Roll Call.
Approval of minutes.
Service Awards.

1. Consider second reading of the ordinance establishing regulations governing development of land in unincorporated Union County.
2. Mary Owens – Request donation for Senior Program.
3. Amy Austin with the Miracle League of Union County – Discuss securing grant money to pay for resurfacing.
4. David Pittman – Discuss status of Buffalo Mill Project upgrades.
5. Elise Ashby – Discuss County Council District 2.
6. Consider any requests to fill vacant budgeted positions.
7. Consider any requests for capital funds.

Elected Officials:
Treasurer – Deborah E. Robertson
Auditor – Brad Valentine
Clerk of Court – Melanie Lawson
Probate Judge – Toni Allen
Sheriff – Jeff Bailey
Coroner William Holcombe

Resolution:
Authorizing First Amendment to FILOT for Volvo

Ordinances:
Amend Union County Budget Ordinance (3rd Reading)
Expand BMW Multi-County Park (3rd Reading)
Tower Lease for Verizon (2nd Reading)

Supervisor's Report.
Call for Committee Reports.
Other Business.
Adjourn.

MINUTES
UNION COUNTY COUNCIL MEETING
TUESDAY, NOVEMBER 15, 2022 AT 5:30 P.M.
GRAND JURY ROOM AT UNION COUNTY COURTHOUSE
LIVE STREAMED TO WWW.FACEBOOK.COM/GEARUPUNIONSC

Present: Chairman Robert L. Love, Vice-Chairman Ben Ivey, Councilwoman Tracie Campbell, Councilman David Sinclair, Councilwoman Carolyn Rutherford, Councilman John Flood (via telephone until executive session), Clerk to Council Linda G. Jolly and County Attorney Sammy Diamaduros.
Absent: Councilman Ralph Tucker

Notice of the meeting and a copy of the agenda giving the date, time and place of the meeting was posted on the bulletin board in the hall of the Union County Courthouse and a copy was mailed or emailed to the members of the Union County Council, the County Attorney, Jeff Fellers with Clemson Extension, Mr. Mickey Gist, Mr. Robert Small, Mr. James Kollock, Mrs. Casie Jolly, Daniel Prince at WBCU Radio Station, Graham Williams at the County News, the News Room at the Spartanburg Herald Journal, Shell Suber at MHISC, and Michael Lee with MHISC as well as to elected officials and heads of various county departments and offices. A notice of the meeting and a copy of the agenda were also posted on the County's website.

Chairman Robert L. Love called the meeting to order. Council Chaplin David Sinclair gave the invocation followed by the Pledge of Allegiance.

The Clerk to Council gave the Roll Call with the following results:
Tracie Campbell, District 1 – Present
Ralph Tucker, District 2 – Absent
David Sinclair, District 3 - Present
Ben Ivey, District 4 - Present
Carolyn Rutherford, District 5 – Present
John Flood, District 6 – Present (via telephone until executive session)

David Sinclair: Made a motion to approve the minutes as written of the regular monthly meeting of the Union County Council held on October 11, 2022.
Carolyn Rutherford: Seconded the motion. Chairman Robert L. Love did a call for votes with Councilwoman Tracie Campbell voting in favor of the motion, Councilman David Sinclair voting in favor of the motion, Councilman Ben Ivey voting in favor of the motion, Councilwoman Carolyn Rutherford voting in favor of the motion and Councilman John Flood via telephone voting in favor of the motion resulting in a unanimous vote.

Chairman Robert L. Love presented service award certificates and gift certificates to Craig Price for 5 years and to John Fallaw for 15 years of dedicated service to Union County.

Chairman Robert L. Love stated next on the agenda was a presentation by Mary Owens to request a donation for a program for senior citizens. Mary Owens was not present at the meeting.

Chairman Robert L. Love stated the Council had provided a meal for the County employees in the past and recommended providing gift cards in the amount of $20.00 for each employee this year. This would be paid from the Non-Departmental Contingency Fund at a cost of approximately $5,000.00.
Ben Ivey: Made a motion to provide $20.00 per person for a Christmas meal for the County employees.
David Sinclair: Seconded the motion. Chairman Robert L. Love did a call for votes with Councilwoman Tracie Campbell voting in favor of the motion, Councilman David Sinclair voting in favor of the motion, Councilman Ben Ivey voting in favor of the motion, Councilwoman Carolyn Rutherford voting in favor of the motion and Councilman John Flood via telephone voting in favor of the motion resulting in a unanimous vote.

Chairman Robert L. Love stated next on the agenda was to consider any requests to fill vacant budgeted positions.

County Treasurer Debbie Robertson stated she has a vacant budgeted position for a tax clerk that she needs to replace.
Ben Ivey: Made a motion to allow the County Treasurer to fill a vacant budgeted position for a tax clerk in her office.
David Sinclair: Seconded the motion. Chairman Robert L. Love did a call for votes with Councilwoman Tracie Campbell voting in favor of the motion, Councilman David Sinclair voting in favor of the motion, Councilman Ben Ivey voting in favor of the motion, Councilwoman Carolyn Rutherford voting in favor of the motion and Councilman John Flood via telephone voting in favor of the motion resulting in a unanimous vote.

Probate Judge Toni Allen stated she has a vacant budgeted clerical position in her office that she needs to fill.
Ben Ivey: Made a motion to allow the Probate Judge to fill a vacant budgeted position for a clerk in her office.
Carolyn Rutherford: Seconded the motion. Chairman Robert L. Love did a call for votes with Councilwoman Tracie Campbell voting in favor of the motion, Councilman David Sinclair voting in favor of the motion, Councilman Ben Ivey voting in favor of the motion, Councilwoman Carolyn Rutherford voting in favor of the motion and Councilman John Flood via telephone voting in favor of the motion resulting in a unanimous vote.

Clerk of Court Melanie Lawson stated she has a vacant budgeted position in Family Court that she needs to fill.
Ben Ivey: Made a motion to allow the Clerk of Court to fill a vacant budgeted position in Family Court in her office.
Tracie Campbell: Seconded the motion. Chairman Robert L. Love did a call for votes with Councilwoman Tracie Campbell voting in favor of the motion, Councilman David Sinclair voting in favor of the motion, Councilman Ben Ivey voting in favor of the motion, Councilwoman Carolyn Rutherford voting in favor of the motion and Councilman John Flood via telephone voting in favor of the motion resulting in a unanimous vote.

Chairman Robert L. Love stated next on the agenda was to consider any requests for capital funds.

Tourism Director Curtiss Hunter requested the balance of $28,500.00 in capital funds set aside for the renovation of the old jail for the Visitor's Center. Council had previously approved $6,500.00 for Phase I.
Carolyn Rutherford: Made a motion to approve the funds requested in the amount of $28,500.00 from the Non-Departmental Capital Expenditures account for the renovation of the old jail.
Ben Ivey: Seconded the motion. Chairman Robert L. Love did a call for votes with Councilwoman Tracie Campbell voting in favor of the motion, Councilman David Sinclair voting in favor of the motion, Councilman Ben Ivey voting in favor of the motion, Councilwoman Carolyn Rutherford voting in favor of the motion and Councilman John Flood via telephone voting in favor of the motion resulting in a unanimous vote.

Finance Director Ann Boggs requested $11,100.00 from the Non-Departmental Capital Expenditures account for a new phone system for Probation and Parole.
Ben Ivey: Made a motion to approve the funds requested in the amount of $11,100.00 from the Non-Departmental Capital Expenditures account for a new phone system for Probation and Parole.
David Sinclair: Seconded the motion. Chairman Robert L. Love did a call for votes with Councilwoman Tracie Campbell voting in favor of the motion, Councilman David Sinclair voting in favor of the motion, Councilman Ben Ivey voting in favor of the motion, Councilwoman Carolyn Rutherford voting in favor of the motion and Councilman John Flood via telephone voting in favor of the motion resulting in a unanimous vote.

Chairman Robert L. Love stated Council needed to consider a date to hold a special meeting. There are a number of ordinances that need second reading so they could be enacted at the regular monthly meeting on December 13, 2022. Council agreed to hold the special meeting on Tuesday, November 29, 2022 at 5:30 p.m.

Chairman Robert L. Love called for any comments from elected officials.

Sheriff Jeff Bailey stated the vehicles for the School Resources Officers are operational and in place. He said the accreditation process for the Sheriff's Office is moving forward. He and all the officers and staff would operate under the accreditation plan. Councilman Ben Ivey asked if that would include the School Resource Officers and Sheriff Bailey responded that it would.

Chairman Robert L. Love introduced a resolution agreeing to provide the required 20 percent match of $25,000.00 of the total project cost, through cash and in-kind support, as well as any additional funds needed to complete the project. This pertains to the intent to submit an application for $100,000.00 of South Carolina Department of Parks, Recreation & Tourism funding through the 2023 Recreational Trails Program to make improvements to the Renaissance Community Park.
Ben Ivey: Made a motion to dispense with referring the resolution to a committee and to adopt the resolution agreeing to provide the required 20 percent match of $25,000.00 of the total

project cost, through cash and in-kind support, as well as any additional funds needed to complete the project.
Tracie Campbell: Seconded the motion. Chairman Robert L. Love did a call for votes with Councilwoman Tracie Campbell voting in favor of the motion, Councilman David Sinclair voting in favor of the motion, Councilman Ben Ivey voting in favor of the motion, Councilwoman Carolyn Rutherford voting in favor of the motion and Councilman John Flood via telephone voting in favor of the motion resulting in a unanimous vote.

Chairman Robert L. Love presented for third and final reading of an ordinance authorizing the leasing of certain Union County Airport real property, space, improvements, and facilities; the granting of certain privileges to limited fixed-base operators; the sale of aviation fuel at bulk rates; the approval and ratification of certain other leases and grants of rights at the Union County Airport; and other matters relating thereto.
Ben Ivey: Made a motion to adopt the ordinance authorizing the leasing of certain Union County Airport real property, space, improvements, and facilities; the granting of certain privileges to limited fixed-base operators; the sale of aviation fuel at bulk rates; the approval and ratification of certain other leases and grants of rights at the Union County Airport; and other matters relating thereto.
Carolyn Rutherford: Seconded the motion. Chairman Robert L. Love did a call for votes with Councilwoman Tracie Campbell voting in favor of the motion, Councilman David Sinclair voting in favor of the motion, Councilman Ben Ivey voting in favor of the motion, Councilwoman Carolyn Rutherford voting in favor of the motion and Councilman John Flood via telephone voting in favor of the motion resulting in a unanimous vote.

Chairman Robert L. Love introduced, in title only, an ordinance to adopt regulations governing the development of land in unincorporated Union County, hereby referred to as the Union County Land Development Regulations; and to provide for other matters related thereto.
Ben Ivey: Made a motion to dispense with referring the ordinance to a committee and to accept first reading in title only of an ordinance to adopt regulations governing the development of land in unincorporated Union County, hereby referred to as the Union County Land Development Regulations; and to provide for other matters related thereto.
David Sinclair: Seconded the motion. Chairman Robert L. Love did a call for votes with Councilwoman Tracie Campbell voting in favor of the motion, Councilman David Sinclair voting in favor of the motion, Councilman Ben Ivey voting in favor of the motion, Councilwoman Carolyn Rutherford voting in favor of the motion and Councilman John Flood via telephone voting in favor of the motion resulting in a unanimous vote.

Chairman Robert L. Love introduced, in title only, an ordinance to authorize and approve an agreement for the development of a joint industrial and business park by and between Union County and Spartanburg County, such industrial and business park to be geographically located in Union County and Spartanburg County and established pursuant to Section 4-1-170 of the Code of Laws of South Carolina 1976, as amended; to require the payment of a fee in lieu of ad valorem taxes by businesses and industries located in the park; to apply zoning and other laws in the park; to provide for law enforcement jurisdiction in the park; and to provide for the distribution of park revenues to the counties and relevant taxing entities. This is an ordinance pertaining to Project Pluto.

David Sinclair: Made a motion to dispense with referring the ordinance to a committee and to accept first reading in title only of the ordinance to authorize and approve an agreement for the development of a joint industrial and business park by and between Union County and Spartanburg County, such industrial and business park to be geographically located in Union County and Spartanburg County and established pursuant to Section 4-1-170 of the Code of Laws of South Carolina 1976, as amended; to require the payment of a fee in lieu of ad valorem taxes by businesses and industries located in the park; to apply zoning and other laws in the park; to provide for law enforcement jurisdiction in the park; and to provide for the distribution of park revenues to the counties and relevant taxing entities
Tracie Campbell: Seconded the motion. Chairman Robert L. Love did a call for votes with Councilwoman Tracie Campbell voting in favor of the motion, Councilman David Sinclair voting in favor of the motion, Councilman Ben Ivey voting in favor of the motion, Councilwoman Carolyn Rutherford voting in favor of the motion and Councilman John Flood via telephone voting in favor of the motion resulting in a unanimous vote.

Chairman Robert L. Love introduced, in title only, an ordinance authorizing and approving the expansion of the boundaries of a joint county industrial and business park with Spartanburg County pursuant to Article VIII, Section 13 of the South Carolina Constitution, to include certain property owned and/or operated by South Carolina State Ports Authority or one or more of its affiliates or other related companies; and other matters related thereto. This pertains to the expansion of the State Ports Authority's BMW railyard.
Ben Ivey: Made a motion to dispense with referring the ordinance to a committee and to approve first reading of the ordinance authorizing and approving the expansion of the boundaries of a joint county industrial and business park with Spartanburg County pursuant to Article VIII, Section 13 of the South Carolina Constitution, to include certain property owned and/or operated by South Carolina State Ports Authority or one or more of its affiliates or other related companies; and other matters related thereto.
Carolyn Rutherford: Seconded the motion. Chairman Robert L. Love did a call for votes with Councilwoman Tracie Campbell voting in favor of the motion, Councilman David Sinclair voting in favor of the motion, Councilman Ben Ivey voting in favor of the motion, Councilwoman Carolyn Rutherford voting in favor of the motion and Councilman John Flood via telephone voting in favor of the motion resulting in a unanimous vote.

Chairman Robert L. Love gave his Supervisor's Report. He said he attended a ground breaking this morning for the Buffalo Creek Subdivision. The site for this development is just past the Tractor Supply location. It will be built in phases and could include as many as 404 medium income single family homes. The developers are excited to be in Union. Chairman Robert L. Love stated December 1st is the projected date for the transition for Phillip Russell to take office as the newly elected County Supervisor.

Chairman Robert L. Love called for any committee reports. Councilman Ben Ivey expressed his concerns about disposal of solar panels and batteries from electric vehicles as they are considered to be hazardous. He felt this was something Council should start looking at and planning for as we have nowhere to dispose of these.

Chairman Robert L. Love called for any other business but there was none.

COUNTY COUNCIL MEETING
NOVEMBER 15, 2022

Chairman Robert L. Love called for a motion to go into executive session to discuss a contractual matter and an economic development matter.
Ben Ivey: Made a motion a motion to go into executive session to discuss a contractual matter and an economic development matter.
Tracie Campbell: Seconded the motion. Chairman Robert L. Love did a call for votes with Councilwoman Tracie Campbell voting in favor of the motion, Councilman David Sinclair voting in favor of the motion, Councilman Ben Ivey voting in favor of the motion, Councilwoman Carolyn Rutherford voting in favor of the motion and Councilman John Flood via telephone voting in favor of the motion resulting in a unanimous vote.

The Union County Council went into executive session to discuss a contractual matter and an economic development matter.

Chairman Robert L. Love stated they were ready to close executive.
Ben Ivey: Made a motion to close executive session.
Carolyn Rutherford: Seconded the motion. Chairman Robert L. Love did a call for votes with Councilwoman Tracie Campbell voting in favor of the motion, Councilman David Sinclair voting in favor of the motion, Councilman Ben Ivey voting in favor of the motion, Councilwoman Carolyn Rutherford voting in favor of the motion and Councilman John Flood did not remain on the telephone for executive session resulting in a majority vote.

Chairman Robert L. Love stated no action was taken during executive session. There was discussion during executive session concerning the need for a new roof on the old Chrysler Building at a cost of approximately $600,000.00. Council recommended allocating that money from the County Reserve Fund.

Chairman Robert L. Love introduced, in title only, an ordinance to amend the operating and capital budgets of Union County for the fiscal year beginning July 1, 2022 and ending June 30, 2023, and to amend appropriations for such Union County budgets for County ordinary purposes.
Ben Ivey: Made a motion to dispense with referring the ordinance to a committee and to accept first reading in title only of the ordinance to amend the operating and capital budgets of Union County for the fiscal year beginning July 1, 2022 and ending June 30, 2023, and to amend appropriations for such Union County budgets for County ordinary purposes.
David Sinclair: Seconded the motion. Chairman Robert L. Love did a call for votes with Councilwoman Tracie Campbell voting in favor of the motion, Councilman David Sinclair voting in favor of the motion, Councilman Ben Ivey voting in favor of the motion, Councilwoman Carolyn Rutherford voting in favor of the motion and Councilman John Flood did not remain on the telephone for executive session resulting in a majority vote.

Ben Ivey: Made a motion to adjourn the meeting.
David Sinclair: Seconded the motion. Chairman Robert L. Love did a call for votes with Councilwoman Tracie Campbell voting in favor of the motion, Councilman David Sinclair voting in favor of the motion, Councilman Ben Ivey voting in favor of the motion,

Councilwoman Carolyn Rutherford voting in favor of the motion and Councilman John Flood did not remain on the telephone for executive session resulting in a majority vote.

The meeting was adjourned at 6:34 p.m.

Robert L. Love, Chairman
Union County Council

Linda G. Jolly, Clerk to Council

SPECIAL MEETING OF UNION COUNTY COUNCIL
TUESDAY, NOVEMBER 29, 2022 AT 5:30 P.M.
GRAND JURY ROOM AT THE UNION COUNTY COURTHOUSE

Present: Chairman Robert L. Love, Vice-Chairman Ben Ivey, Councilwoman Tracie Campbell, Councilman David Sinclair via telephone, Councilwoman Carolyn Rutherford, Councilman John Flood and Clerk to Council Linda G. Jolly
Absent: Councilman Ralph Tucker

Chairman Robert L. Love called the meeting to order and asked anyone that had not already done so to add their name and information on the sign-in sheet. He gave the invocation followed by the Pledge of Allegiance.

The Clerk to Council gave the Roll Call with the following results:
Tracie Campbell, District 1 – Present
Ralph Tucker, District 2 – Absent
David Sinclair, District 3 – Present via telephone
Ben Ivey, District 4 - Present
Carolyn Rutherford, District 5 - Present
John Flood, District 6 – Present

Chairman Robert L. Love stated the first item on the agenda was about the land use regulations. There has been a lot of discussion about this and stated he appreciated everyone's interest. This is a special Council meeting and not a comment or question time. There will be plenty of opportunities to talk about land use. There were copies of the proposed ordinance and regulations provided and he encouraged those in attendance to take a copy and read them thoroughly. If they have any questions, they can call him, Phillip Russell, or Kathy Jo Lancaster. The public will be provided opportunities to ask questions at a public meeting of the Union County Planning Commission on Tuesday, December 6, 2022 at 4:30 p.m. at the Main Street Junction. Union County Council will hold a public hearing on Tuesday, December 13, 2022 at 5:10 p.m. here in the Grand Jury Room at the County Courthouse.

Chairman Robert L. Love presented for second reading an ordinance to adopt regulations governing the development of land in unincorporated Union County, hereby referred to as the Union County Land Development Regulations; and to provide for other matters related thereto.
Ben Ivey: Made a motion to accept second reading of the ordinance to adopt regulations governing the development of land in unincorporated Union County, hereby referred to as the Union County Land Development Regulations; and to provide for other matters related thereto.
Carolyn Rutherford: Seconded the motion.
Councilman John Flood said he would like to see us pump the brakes on this and hold off second reading until the normal December meeting. That would allow us to get through two public meetings which would allow Council to hear the individual complaints to give them enough time to modify this so that it is done right the first time. There has been a push where we did not need to do a push. He said he does support land use regulations but felt Council needs to postpone the

vote on second reading of the ordinance. Councilwoman Tracie Campbell said she agreed with Dr. Flood and she had received a bunch of phone calls. She said she was in favor of the land ordinance but there are things in the regulations that she does not like. She had heard from different people about the subdivisions. Her biggest concern was the farmland because there are many people in her family who farm. She wanted to make sure future generation farmers in Union County are protected if it is their land or they are buying new land and wanted to be on the record for that. It needs to be made a little bit clearer to everybody. Councilman John Flood said a lot of good people have worked on the land use regulations with good hearts and no mal intentions. He said there are some hiccups in the draft regulations that need to be ironed out. Councilwoman Tracie Campbell stated some of the wording like "they" should be taken down to specific detailed wording. When she looks at a word it may not mean the same thing to her that it may mean to you. She felt there should be a lot of clarity involved too. Councilman John Flood said it mentions a Land Use Administrator which is not in the budget. Chairman Robert L. Love said they would be paid for out of existing personnel and funds at least at the beginning. He stated a lot of people have worked on this for a long time and have received expert advice on this. He felt you would find that it is similar to other counties and we are one of only a few that still do not have land use regulations. These are put in place as protection for the current people. Councilman Ben Ivey stated a lot of effort has gone into preparing the draft regulations over the last couple of years. This was the top priority that was addressed in the new Union County Comprehensive Plan. Chairman Robert L. Love stated having land use regulations is important to the people we go to for grant funds. Councilwoman Carolyn Rutherford stated she had been getting calls about this. Councilman David Sinclair said he was for land use for future development but was also in favor of holding off the second reading of the ordinance until after the public meetings because Council obviously represents the citizens of Union County. He thought it is very important to get their input and not just input of experts from outside of our county. We need input from the people who live here and pay their taxes here. He thought they needed to be comfortable with the measures that are adopted. He stated he was not saying he was against it but he thought there should be a better understanding and some public involvement before we move any further forward with it.

Ben Ivey: Made a motion to rescind his motion to accept second reading of the ordinance.

David Sinclair: Seconded the motion. Chairman Robert L. Love did a call for votes with Councilwoman Tracie Campbell voting in favor of the motion, Councilman David Sinclair via telephone voting in favor of the motion, Councilman Ben Ivey voting in favor of the motion, Councilwoman Carolyn Rutherford voting in favor of the motion and Councilman John Flood voting in favor of the motion resulting in a unanimous vote.

John Flood: Made a motion to move second reading of the ordinance to the December 13, 2022 Council meeting.

David Sinclair: Seconded the motion. Chairman Robert L. Love did a call for votes with Councilwoman Tracie Campbell voting in favor of the motion, Councilman David Sinclair via telephone voting in favor of the motion, Councilman Ben Ivey opposing the motion, Councilwoman Carolyn Rutherford voting in favor of the motion and Councilman John Flood voting in favor of the motion with a result of the motion carrying with a majority vote.

Chairman Robert L. Love presented for second reading an ordinance authorizing and approving the expansion of the boundaries of a joint county industrial and business park with Spartanburg

County pursuant to Article VIII, Section 13 of the South Carolina Constitution, to include certain property owned and/or operated by South Carolina State Ports Authority or one or more of its affiliates or other related companies; and other matters related thereto. This pertains to the expansion of the State Ports Authority's BMW railyard.
Ben Ivey: Made a motion to accept second reading of the ordinance authorizing and approving the expansion of the boundaries of a joint county industrial and business park with Spartanburg County pursuant to Article VIII, Section 13 of the South Carolina Constitution, to include certain property owned and/or operated by South Carolina State Ports Authority or one or more of its affiliates or other related companies; and other matters related thereto.
Tracie Campbell: Seconded the motion. Chairman Robert L. Love did a call for votes with Councilwoman Tracie Campbell voting in favor of the motion, Councilman David Sinclair via telephone voting in favor of the motion, Councilman Ben Ivey voting in favor of the motion, Councilwoman Carolyn Rutherford voting in favor of the motion and Councilman John Flood voting in favor of the motion resulting in a unanimous vote.

Chairman Robert l. Love presented for second reading an ordinance to amend the operating and capital budgets of Union County for the fiscal year beginning July 1, 2022 and ending June 30, 2023, and to amend appropriations for such Union County budgets for County ordinary purposes. He said the old Chrysler building is in disrepair as the roof is leaking and they are seeking bids now.
Ben Ivey: Made a motion to accept second reading of the ordinance to amend the operating and capital budgets of Union County for the fiscal year beginning July 1, 2022 and ending June 30, 2023, and to amend appropriations for such Union County budgets for County ordinary purposes.
David Sinclair: Seconded the motion. Chairman Robert L. Love did a call for votes with Councilwoman Tracie Campbell voting in favor of the motion, Councilman David Sinclair via telephone voting in favor of the motion, Councilman Ben Ivey voting in favor of the motion, Councilwoman Carolyn Rutherford voting in favor of the motion and Councilman John Flood voting in favor of the motion resulting in a unanimous vote.

Chairman Robert L. Love introduced in title only an ordinance authorizing the lease of certain Union County-owned real property to Cellco Partnership; and other matters related thereto. The lease with Verizon is due for renewal. We will continue to receive the same rent and Verizon has committed $50,000 to $60,000 to upgrade the structure which will allow them to implement 5G and reduce the usage percentage on the tower so we can make additions as we need space.
John Flood: Made a motion to dispense with referring the ordinance to a committee and to accept first reading of the ordinance authorizing the lease of certain Union County-owned real property to Cellco Partnership; and other matters related thereto.
Ben Ivey: Seconded the motion. Chairman Robert L. Love did a call for votes with Councilwoman Tracie Campbell voting in favor of the motion, Councilman David Sinclair via telephone voting in favor of the motion, Councilman Ben Ivey voting in favor of the motion, Councilwoman Carolyn Rutherford voting in favor of the motion and Councilman John Flood voting in favor of the motion resulting in a unanimous vote.

Chairman Robert L. Love stated the next item on the agenda is to consider a resolution for a First Amendment to the FILOT for Volvo. The attorney for Volvo has not gotten the necessary documents back to us concerning that resolution so it will be moved to the Council meeting on December 13, 2022.

Chairman Robert L. Love stated this would be the last Council meeting he would get to chair. He thanked everyone for the support they have given. He said he told someone that he loved our county before, and after serving, he loves it even more. He thanked the staff, the department heads and all the people who helped him get through this. He said he enjoyed it and will miss it but told Phillip Russell this is a young man's job. He welcomed Phillip and stated he would be sworn in Thursday morning at 10:00 a.m.in the lobby of the courthouse. Councilman John Flood expressed appreciation to Mr. Love for his leadership over the last months. He said he thought he had done a stellar job and had kept the councilmembers informed. Councilman David Sinclair expressed his gratitude and Councilwoman Carolyn Rutherford thanked him for everything he had done for her especially being a new member of Council.

John Flood: Made a motion to adjourn the meeting.
Tracie Campbell: Seconded the motion. Chairman Robert L. Love did a call for votes with Councilwoman Tracie Campbell voting in favor of the motion, Councilman David Sinclair via telephone voting in favor of the motion, Councilman Ben Ivey voting in favor of the motion, Councilwoman Carolyn Rutherford voting in favor of the motion and Councilman John Flood voting in favor of the motion resulting in a unanimous vote.
The meeting was adjourned at 5:46 p.m.

Robert L. Love, Chairman
Union County Council

Linda G. Jolly, Clerk to Council

ORDINANCE NO. _____

AN ORDINANCE TO ADOPT REGULATIONS GOVERNING THE DEVELOPMENT OF LAND IN UNINCORPORATED UNION COUNTY, HEREBY REFERRED TO AS THE UNION COUNTY LAND DEVELOPMENT REGULATIONS; AND TO PROVIDE FOR OTHER MATTERS RELATED THERETO.

WHEREAS, in accordance with the requirements of the South Carolina Local Government Comprehensive Planning Enabling Act of 1994, and in particular, Title 6, Chapter 29, Article 3 of the Code of Laws of South Carolina 1976, as amended (the "Act"), Union County is required to adopt a comprehensive plan and from time-to-time, update its comprehensive plan; and

WHEREAS, Union County Council recognizes that it is necessary and prudent to comprehensively plan for the long term coordination of public facilities and services, housing, health, education, public utilities, transportation infrastructure, and economic development resources for Union County; and

WHEREAS, Union County Council further recognizes and acknowledges that it is necessary and prudent to comprehensively plan for the harmonious, orderly, and progressive development of land within the unincorporated Union County; and

WHEREAS, Union County Council further recognizes that the health, safety, aesthetics, and general welfare of Union County are dependent on orderly and sustainable growth; and

WHEREAS, Union County Council adopted a comprehensive plan in 2021, including all required planning elements which as a whole summarize an expression of the planning commission recommendations to the County Council with regard to the wise and efficient use of public funds, the future growth, development, and redevelopment of its area of jurisdiction, and consideration of the fiscal impact on property owners; and

WHEREAS, the Act specifies that when at least the community facilities element, the housing element, and the priority investment element of the comprehensive plan have been adopted by the County Council, the planning commission may prepare and recommend to the County Council for adoption regulations governing the development of land within the county; and

WHEREAS, these regulations may provide for the harmonious development of the county; for coordination of streets within subdivision and other types of land developments with other existing or planned streets or official map streets; for the size of blocks and lots; for the dedication or reservation of land for streets, school sites, and recreation areas and of easements for utilities and other public services and facilities; and for the distribution of population and traffic which will tend to create conditions favorable to health, safety, convenience, appearance, prosperity, or the general welfare; and

WHEREAS, Union County Council has determined that the Land Development Regulations set forth herein encapsulate the above-stated goals and needs.

NOW THEREFORE, BE IT ORDAINED by the County Council of Union County, South Carolina, in meeting duly assembled that:

1. The Union County Land Development Regulations, attached to this ordinance as Exhibit A and incorporated into this ordinance by reference, is adopted and approved. The Union County Land Development Regulations hereby supersede Chapter 25 of the Union County Code of Ordinances in its entirety.

2. The Union County Land Development Regulations apply in the unincorporated areas of Union County.

3. If any section, subsection, or clause of this ordinance is held to be unconstitutional or otherwise invalid, the validity of the remaining sections, subsections, and clauses shall not be affected.

4. To the extent this ordinance contains provisions that conflict with provisions contained in the Union County Code of Ordinances or other County ordinances, the provisions contained in this ordinance supersede all other provisions and this ordinance is controlling.

5. This ordinance is effective upon third reading.

SIGNATURES FOLLOW ON NEXT PAGE.

AND IT IS SO ORDAINED, this _____ day of _____, 2022.

UNION COUNTY, SOUTH CAROLINA

_____
Chair of County Council and Supervisor
Union County, South Carolina

ATTEST:

_____
Linda Jolly, Clerk to Council

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

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Exhibit A to Ordinance No. _____

Union County Land Development Regulations

See attached.

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CHAPTER 25 – PLANNING AND LAND DEVELOPMENT

Sec. 25-1 Membership in regional planning council.

The county, by virtue of a 1972 agreement, as subsequently amended, is a member of the Catawba Regional Planning Council of Governments.

Sec. 25-2 Authority and Jurisdiction

I. The Land Development Standards are hereby enacted to provide for the health, safety and welfare of the general public by ensuring the orderly development of the County through fair and consistent administration and enforcement.

II. These regulations shall apply to land development in unincorporated Union County and include the changing of land characteristics through development or through the subdivision of land.

III. Whenever the provisions of any other statute or local ordinance or regulation impose higher standards than are required by these regulations, the provisions of such statute or local ordinance or regulations shall apply.

IV. These land development regulations are adopted under the authority of and pursuant to Chapter 29 of Title 6, South Carolina Code, 1976, as amended.

V. Should any section or provision of this chapter be declared by the courts to be unconstitutional or invalid, such declaration shall not affect the ordinance as a whole, or any other part thereof, other than the part so declared to be unconstitutional or invalid.

Sec. 25-3 Purpose

The principal purposes of the Land Development standards are as follows:

I. Protect land values through good and responsible development.

II. Implement the recommendations of Union County's Comprehensive Plan.

III. Conserve and ensure access to the county's natural and scenic resources for future generations to enjoy.

IV. Secure the safety of residents from the hazards of improper development.

V. Enhance the development process and improve the siting of new development.

Sec. 25-4 Administration

I. Designated Administrator of Chapter

The County Council shall designate a Land Development Administrator to manage and implement the provisions of this chapter. All matters of interpretation of this Chapter shall be considered first by the designated Land Development Administrator.

II. Nonconformities

Nonconforming buildings or uses are buildings or land use activities that were established prior to the enactment of this chapter and that do not meet one (1) or more requirement(s) of this chapter. To avoid undue hardship, the lawful use of any building or activity present at the time of enactment of this chapter may be continued even though such use does not conform to the provisions of this chapter.

III. Conflicts

There is no intent given by the provisions of this chapter to repeal, revoke, annul or in any way impair or interfere with any rules, regulations, or permits previously adopted or issued, or which shall be adopted or issued pursuant to law, relating to the use of buildings or premises; nor is it intended by these regulations to interfere with or revoke or annul any easements, covenants, or other agreements between parties. However, when the regulations made under this chapter impose more restrictive standards than are required in or under another statue, local ordinance, or regulation, the regulations in this chapter shall govern.

IV. Appeals

Any person who believes that he or she is aggrieved by an error made by an administrative official of Union County in the enforcement of this Chapter shall have the right to appeal any order, requirement, decision, or determination issued by an administrative official to the appropriate appeals body, as established by herein.

A. Appeals of an order, requirement, decision, or determination made by the Land Development Administrator shall be directed to the Union County Planning Commission.

B. Appeals of an order, requirement, decision, or determination made by the Union County Planning Commission as per Section 25-7 of this Chapter shall be directed to the Union County Building Code Board of Appeals.

C. Appeals shall be submitted in writing to the Land Development Administrator and must be filed within thirty (30) days from the date that the appealing party has received notice of the action from which the appeal is taken.

D. An appeal shall stay all legal proceedings in furtherance of the action appealed, unless the designated ordinance administrator determines that a stay would cause imminent peril to life and property.

E. In considering an appeal, the appropriate appeals board as cited in either paragraph A. or B. above, shall conduct a public hearing on the matter, with public notice advertised in a newspaper of general circulation in the community at least fifteen (15) days prior to the hearing date.

F. In rendering a decision on the appeal, the appeals board may affirm, reverse, or modify the order, requirement, decision, or determination issued by the administrative officer.

G. All final decisions on orders and decisions of the board must be in writing and copies must be permanently filed with the clerk to council and the office of the Land Development Administrator.

V. Variances

A. Applications for a variance to the requirements of this chapter shall be submitted on an approved form to the Land Development Administrator.

B. In considering an application for a variance the Board of Appeals shall conduct a public hearing on the matter, with public notice advertised in a newspaper of general circulation in the community at least fifteen (15) days prior to the hearing date.

C. All decisions of the Board of Appeals with respect to variance applications shall be in writing and must be permanently filed with the clerk to council and the office of the Land Development Administrator.

VI. Fees

A fee schedule may be provided and imposed by county council to offset certain administrative costs associated with the administration of this chapter.

VII. Enforcement and Violations

A. Enforcement. The county shall enforce the following, as applicable, to ensure that all subdivisions and land development projects meet the requirements of this chapter.

B. Violations. Violation of the provisions of this Chapter or failure to comply with any of its requirements, shall constitute a misdemeanor. Any person who violates this article or fails to comply with any of its requirements shall, upon conviction thereof, be fined not more than one hundred dollars ($100.00). Each day the violation continues shall be considered a

separate offense. Nothing herein contained shall prevent Union County, South Carolina from taking such other lawful action as is necessary to prevent or remedy any violation.

Sec. 25-5 Subdivisions

I. Subdivision Submittal Requirements

A. Subdivisions for the purpose of this Chapter shall include all divisions of a tract or parcel of land into two or more lots or building sites, whether immediate or in the future for sale, lease, or building development.

B. All applications to create or modify a subdivision shall contain the information required by this subsection and submitted to the Land Development Administrator for approval prior to recording with the Union County Register of Deeds. The Land Development Administrator shall have sixty (60) calendar days from the date of submission to act in writing on a completed application for subdivision.

C. Subdivisions not approved as per these regulations and bearing a stamp of approval by the Land Development Administrator are not permitted to be filed or recorded by the Register of Deeds.

D. Information required by the applicant requesting a subdivision are as follows:

1. A completed application form, as provided by the administrator.
2. Ownership information, including a warranty showing every individual person or entity having legal and/or equitable ownership interest in the property upon which the application is sought.
3. If the applicant represents the property owner, an affidavit is required from the owner to authorize the request.
4. Determination of the existence of restrictive covenants, and verification if applicable.
5. Subdivision plan drawing. The subdivision plan must, at a minimum, include the following information:
    a. Proposed lot boundaries;
    b. Existing roads within or abutting the proposed subdivision;
    c. Existing community driveways, if any;
    d. Existing utilities lines, transformers, pump stations, or similar facilities;
    e. Existing and proposed easements;
    f. Proposed roads, if any, consistent with Chapter 27, and Chapter 25, Section 25-6 of the Union County Code of Ordinances;
    g. The means of access to each lot, either through a public road, private road, or easement;

h. Floodplain information as required by Chapter 9 of the Union County Code of Ordinances; and
i. The subdivision plan must be drawn to scale and must bear the seal of a registered land surveyor to certify that the plan was completed in compliance with all applicable state regulations and survey standards.

E. Subdivisions excluded from these requirements are stated herein. Note, excluded subdivisions qualifying for this exemption must still be drawn to scale and submitted to the Union County Register of Deeds for recording.

1. The combination or recombination of portions of previously platted lots where the total number of lots is not increased.
2. The combination or recombination of entire lots of record where no new street or change in existing streets is involved.
3. The division of land into parcels of five (5) acres or more where no new street is involved.
4. Simple plats with no more than two (2) lots created at the time of subdivision, if the subdivided parcel is not part of a larger common plan.
5. Family subdivisions as defined by this chapter.

Sec. 25-6 Development Standards

I. Lot Standards

A. Minimum Lot Size
No minimum lot size is established by these standards, however every property subject to these requirements shall be sized to provide proper spacing for setbacks, utilities, storm water control, and fire access.

B. Minimum Setback requirements for all structures
1. Front Setback.
a. Twenty-Five (25) feet as measured from the right of way along County maintained roadways.
b. Fifty (50) feet as measured from the right of way along State maintained roadways.
c. Corner lots shall be considered to possess two frontages, with minimum setback requirements from each frontage accordingly.
2. Rear Setback.
a. Twenty-Five (25) feet as measured from the rear property line.
3. Side Setback.
a. Ten (10) feet as measured from the side property line.

C. Minimum Lot Frontage

All newly created lots shall have a minimum of fifty (50) feet of road frontage on any roadway dedicated to public use.

D. Flag Lots

Flag Lots are defined as a tract of land or lot with a developable area connected to a road by a narrow strip of land (referred to as a pole) used for access. Flag Lot poles shall be a minimum of twenty-five (25) feet wide. Flag Lot poles shall be spaced at least fifty (50) feet apart. Each Flag Lot shall serve no more than two properties.

II. Land Standards

A. Streets and Related Improvements

1. All newly created lots must have direct access to a roadway dedicated to public use or via defined easement.
2. Minimum 50' is required for all road rights-of-way.
3. If roads are constructed to Union County standards: inspection and approval of the roadbed, surface paving, driveway pipes, and stormwater runoff management shall be obtained from the county engineering department prior to final approval and adoption into the county road system by the county council.

B. Water Facilities

1. If public water is to be provided to a subdivision or land development project, approval of the water distribution system is at the discretion of the water district charged with serving the area. If the subdivision or land development project is to be served by wells, approval of wells shall be at the discretion of South Carolina Department of Health and Environmental Control.
2. The water provider shall furnish evidence in writing that the subdivision or land development project can be adequately serviced.
3. If water pressure and the requisite volumes of water are available, as determined by the appropriate water district, the subdivider of any new subdivision shall be required to install or identify existing fire hydrants within 1,000 feet of every lot.

C. Wastewater Facilities

1. If public sewer is to be provided to a subdivision or land development project, approval of the wastewater collection system is at the discretion of the wastewater provider providing the service.
2. The wastewater provider shall furnish evidence in writing that the subdivision or land development project can be adequately serviced.
3. If the subdivision or land development project is to be served by septic tank(s), approval of septic tanks shall be at the discretion of South Carolina Department of Health and Environmental Control.

D. Stormwater

4. The requirements of this section shall be deemed to have been met for any land development project for which there is an approved stormwater management and sediment control plan from the South Carolina Department of Health and Environmental Control relating to erosion and sediment control and/or stormwater management.
5. The developer or owner shall furnish written approval from the South Carolina Department of Health and Environmental Control prior to the issuance of County approval.

III. Land Development Permit

A. A land development permit is required prior to the commencement of any land development activities within unincorporated Union County with the exception of an individual single-family residence or a single-family residence accessory use.

B. A land development permit is not required for the subdivision of property but shall be required prior to obtaining a building permit for a land development project.

C. Application for a land development permit shall be made to the Land Development Administrator on forms furnished by him or her prior to any land development activities.

D. All applications for land development activities shall contain the information required by this section and submitted to the Land Development Administrator for approval prior receiving a building permit. The Land Development Administrator shall have sixty (60) calendar days from the date of submission to act in writing on a completed application for land development.

E. If new streets are to be built as part of any development, a development plan shall be required. A completed land development permit application form shall accompany the development plan, as well as a statement of ownership, or a notarized letter from the property owner authorizing the request.

The Development Plan must include the following information at a minimum, and must be drawn to scale:

1. Location map
2. Existing lot boundaries
3. Existing roads within or abutting the proposed development
4. All driveways and roadways proposed for site
5. All existing utilities and easements
6. Proposed buildings or structures
7. Proposed parking areas, driveways, and sidewalks
8. Setback lines
9. Drainage features and conceptual stormwater management systems

10. Floodplain, if applicable

Sec. 25-7 Supplemental Development Standards for Specific Uses

I. Purpose. The purpose of this section is to improve the impact and siting of certain developments, whose characteristics could adversely affect surrounding property and environmental conditions. All development plans for the following uses shall require Planning Commission approval.

A. A land development permit is required prior to the commencement of all development activities outlined in Section 25-7 within unincorporated Union County.

B. A land development permit is not required for the subdivision of property but shall be required prior to obtaining a building permit for a land development project.

C. The planning commission shall review and evaluate each application with respect to all applicable development standards contained in this section and elsewhere in this chapter. At the conclusion of its review, the planning commission may approve the proposal as presented, approve it with specified modifications, or disapprove it.

D. If the application is approved, the planning commission shall cause the land development permit to be issued, or, if conditionally approved, the planning commission shall cause such permit to be issued contingent on any specified modifications imposed. If the application is denied, the applicant shall be notified in writing by the Land Development Administrator, with the reasons therefor.

E. The Planning Commission shall have sixty (60) calendar days from the date of completed to act in writing on a completed application for land development for uses specified within this section.

II. Development Plan Submittal requirements

A. All applications to develop property for the uses outlined in Section 25-7 shall be accompanied by a development plan which contains the supplemental information required by this section and submitted to the Planning Commission for approval prior receiving a building permit.

B. A completed land development permit application form shall accompany the development plan, as well as a statement of ownership, or a notarized letter from the property owner authorizing the request.

The Development Plan must include the following information at a minimum, and must be drawn to scale:

1. Location map
2. Existing lot boundaries
3. Existing roads within or abutting the proposed development
4. All driveways and roadways proposed for site
5. All existing utilities and easements
6. Proposed buildings or structures
7. Proposed parking areas, driveways, and sidewalks
8. Setback lines
9. Drainage features and conceptual stormwater management systems
10. Floodplain, if applicable
11. Any additional information as required by Section 25-7, Chapter III

III. Applicability. The additional requirements of this section shall apply to the following uses:

A. Solid waste management facility.

Due to the consideration for public health and safety and potential pollution to the environment resulting from solid waste collection and disposal sites, the following standards shall apply.

1. No sanitary landfill, incinerator, or dump site shall be located within one (1) mile of any existing residential use, measured in a straight line from property line to property line. No transfer station shall be located within 1000 feet of any existing residential use, measured in a straight line from property line to property line. Convenience centers or Drop-off centers shall not be located within 500 feet of any existing residential use, measured in a straight line from property line to property line.
2. A permit must be obtained from the state department of health and environmental control (DHEC) prior to securing county approval. The DHEC permit shall have been issued within six months of the date of the request for county approval.
3. A drainage plan shall accompany the request showing all off-site drainage and runoff.
4. Proposed facilities shall have direct access off a state maintained road.
5. No waste material capable of being blown from the site shall remain uncovered or unsecured at the close of business daily.
6. Sanitary landfills, incinerators, or dump sites shall be a minimum of ten (10) acres in size. Transfer stations shall be a minimum of two (2) acres in size. Convenience centers or Drop off centers shall be a minimum of one (1) acre in size.
7. Bufferyards at least fifty (50) feet wide shall be required along all side and rear property lines. Bufferyards shall contain a mixture of shrubs, canopy, understory, and evergreen trees, and must be planted and maintained in a healthy manner. Existing vegetation is preferred and may be substituted in lieu of new plantings.

B. Hazardous waste and nuclear waste disposal sites.

All hazardous and nuclear waste sites are declared by this Chapter to be wholly incompatible with prevailing environmental conditions as well as existing and planned development in the county. No such sites shall be reviewed or permitted without the submission by the applicant of a comprehensive environmental impact statement prepared by a registered engineer. As well, a geotechnical engineering firm shall certify in writing that the rock formations being used to contain the waste are impermeable and that the surrounding groundwater sources will not be contaminated.

Due to consideration for the public health and safety and potential pollution to the environment resulting from hazardous waste and nuclear waste disposal sites, any such uses proposed for the county shall comply with the following supplemental standards:

1. No such use shall be located within two (2) miles of any existing residential use, measured in a straight line from property line to property line.
2. All relevant federal, state, and local permits must be obtained prior to securing county approval. The mining permit shall have been issued within six months of the date of the request for county approval.
3. A drainage plan shall accompany the request showing all off-site drainage and runoff.
4. Proposed facilities shall have direct access off a state maintained road.
5. Site shall be a minimum of ten acres in size.
6. Bufferyards at least one-hundred (100) feet wide shall be required along all side and rear property lines. Bufferyards shall contain a mixture of shrubs, canopy, understory, and evergreen trees, and must be planted and maintained in a healthy manner. Existing vegetation is preferred and may be substituted in lieu of new plantings.

C. Automotive racetracks.

Automotive racetracks are declared by this Chapter to be incompatible with residential development. Additionally, such use has the potential of negatively impacting many nonresidential uses. As a result, any such proposed use for the county shall comply with the following development standards:

1. No such use shall be located within one (1) mile of any existing residential use, measured in a straight line from property line to property line.
2. Proposed facilities shall have direct access off a state maintained road.
3. Site shall be a minimum of ten acres in size.
4. Bufferyards at least fifty (50) feet wide shall be required along all side and rear property lines. Bufferyards shall contain a mixture of shrubs, canopy, understory,

and evergreen trees, and must be planted and maintained in a healthy manner. Existing vegetation is preferred and may be substituted in lieu of new plantings.

D. Mining and extraction operations.
Due to the land disturbing nature of these operations, pollution to air and water, and use of explosives to break up earth materials, such uses shall be permitted in the county only under the following conditions:

1. No such use shall be located within one (1) mile of any residential use, measured in a straight line from property line to property line. Where explosives are to be employed, the minimum distance shall be increased to two (2) miles, measured in a straight line from property line to property line.
2. A mining permit must be obtained from the state department of health and environmental control prior to securing county approval. The mining permit shall have been issued within six months of the date of the request for county approval.
3. A drainage and sedimentation plan shall accompany the application, showing all offsite runoff.
4. Bufferyards at least on-hundred (100) feet wide shall be required along all side and rear property lines. Bufferyards shall contain a mixture of shrubs, canopy, understory, and evergreen trees, and must be planted and maintained in a healthy manner. Existing vegetation is preferred and may be substituted in lieu of new plantings.

Mining and extraction uses in existence on the date of passage of the Chapter from which this section is derived which are nonconforming, and any extension of such uses, operations, activities or business on such parcel or contiguous parcels under the same ownership on the date of passage of the Chapter from which this section is derived, shall be exempt from these and all other requirements contained herein.

E. Stockyards, slaughterhouses, poultry houses and livestock auction houses.

1. No such use shall be located within one (1) mile of any residential use, measured in a straight line from property line to property line.
2. No outdoor incineration of animals or animal refuse shall be permitted.
3. Bufferyards at least fifty (50) feet wide shall be required along all side and rear property lines. Bufferyards shall contain a mixture of shrubs, canopy, understory, and evergreen trees, and must be planted and maintained in a healthy manner. Existing vegetation is preferred and may be substituted in lieu of new plantings.

F. Salvage yards and junkyards (as defined in Chapter 7, Article VI of the Union County Code of Ordinances, as amended)

1. No such use shall be located within 1000 feet of any existing residential use, measured in a straight line from property line to property line.

2. Bufferyards at least fifty (50) feet wide shall be required along all side and rear property lines. Bufferyards shall contain a mixture of shrubs, canopy, understory, and evergreen trees, and must be planted and maintained in a healthy manner. Existing vegetation is preferred and may be substituted in lieu of new plantings.

Sec. 25-8 Definitions

For purposes of this chapter, the following definitions are hereby identified:

Automotive Racetrack: A facility consisting of a paved or unpaved roadway used primarily for the sport of automobile racing. A racetrack may include seating, concession areas, suites, and parking facilities.

Family Subdivision - The division of land into two or more new lots at one time or over a period of time where conveyance may only be to members of the immediate family of the property owner. Immediate Family is defined as any person who is a natural or legally defined offspring, stepchild, spouse, sibling, aunt, uncle, niece, nephew, grandchild, grandparent, or parent of the property owner.

Hazardous Waste Facility and/or Nuclear Waste Facility: All structures, other appurtenances, and improvements on the land used for treating, storing, or disposing of hazardous waste or nuclear waste, including all operations or storage areas, diked overflow, or emergency spillway areas.

Land Development: The changing of land characteristics through development, redevelopment, construction, subdivision into parcels, condominium complexes, apartment complexes, commercial parks, shopping centers, industrial parks, mobile home parks, commercial and industrial structures, and similar developments for sale, lease, or any combination of owner and rental characteristics.

Lot: A single parcel or tract of contiguous land intended as a unit for transfer of ownership, or for building development, or both.

Livestock Auction House: An enclosure or structure designed or used for holding livestock for purposes of sale or transfer by auction, consignment, or other means.

Mining and Extraction Operations: The mining of natural mineral deposits by removing the overburden lying above such deposits and mining directly from the deposits exposed. The term includes but is not limited to such practices as open-cut mining, open-pit mining, strip mining, quarrying, and dredging.

Poultry House: A lot, structure, or building used intensively for the raising, feeding, breeding, or keeping of more than 500 chickens, turkeys, or other poultry in the aggregate for marketing or slaughter, or for the production of eggs therefrom for sale.

Private road: This means, relates to, and includes the entire right-of-way of roads, avenues, boulevards, lanes, courts, thoroughfares, culs-de-sac and other ways considered public but not publicly owned and maintained.

Public road: This means, relates to, and includes the entire right-of-way of roads, avenues, boulevards, highways, freeways, lanes, courts, thoroughfares, collectors, culs-de-sac and other ways considered public and either dedicated to, purchased by, adversely possessed or condemned and accepted by the state or the county council.

Setback: The minimum distance permitted between the road right-of-way line and any building, or any projections thereof, other than steps, eaves, chimneys, bay windows, and fire escapes.

Single-Family Residence: A free-standing, site-built residential dwelling existing on a single lot.

Single-Family Residence Accessory: A subordinate structure either attached to or detached from but located on the same lot as a Single-Family Residence.

Solid Waste Facility: Any land, structures, or systems used for the disposal or storage of solid waste material, including garbage, sewage, trash, rubble, construction debris, and all other kinds of organic or inorganic refuse by abandonment, discarding, dumping, reduction, burial, incineration, or any other similar means.

Slaughterhouse: A building used for the for-profit slaughtering of animals that are either raised or transported to the building and the processing and storage of animal products and waste that results from a slaughtering process.

Stockyards: Services involving the temporary keeping of livestock for slaughter, market, or shipping. Typical uses include animal sales in auction yards.

Structure: Anything constructed or erected which requires permanent location above grade. For purposes of this section, structure does not include landscaping features, fences, walls, mechanical equipment, or recreational equipment.

Subdivisions: All divisions of a tract or parcel of land into two or more lots or building sites, whether immediate or in the future for sale, lease, or building development.

STATE OF SOUTH CAROLINA)
)
COUNTY OF UNION)

RESOLUTION NO.: _____

A RESOLUTION AUTHORIZING A FIRST AMENDMENT TO THE FEE IN LIEU OF TAX AGREEMENT BY AND BETWEEN VOLVO CAR USA LLC AND UNION COUNTY, SOUTH CAROLINA DATED DECEMBER 1, 2018, PROVIDING FOR THE EXTENSION OF THE INVESTMENT PERIOD, AND OTHER MATTERS RELATED THERETO.

WHEREAS, Union County, South Carolina (the "County"), acting by and through its County Council, is authorized and empowered under and pursuant to the provisions of Title 12, Chapter 44 (the "Act") of the Code of Laws of South Carolina 1976, as amended through the date hereof (the "Code") and Sections 4-1-170, 4-1-172, and 4-1-175 of the Code and Article VIII, Section 13(D) of the South Carolina Constitution: (a) to enter into agreements with certain investors to construct, operate, maintain, and improve certain industrial and commercial properties through which the economic development of the State of South Carolina will be promoted and trade developed by inducing manufacturing and commercial enterprises to locate and remain in the State of South Carolina and thus utilize and employ the manpower, agricultural products, and natural resources of the State; (b) to covenant with such investors to accept certain payments in lieu of *ad valorem* taxes with respect to the project; and (c) to maintain, create or expand, in conjunction with one or more other counties, a multi-county industrial park in order to afford certain enhanced income tax credits to such investors; and

WHEREAS, the County entered into that certain Fee Agreement by and between the County and Volvo Car US Operations, Inc., now known as Volvo Car USA LLC (the "Company") and dated as of December 1, 2018 (the "Original Agreement"); and

WHEREAS, pursuant to the FILOT Agreement, the Company's Investment Period (as defined in the FILOT Agreement) is anticipated to expire no earlier than the "Threshold Date" of December 31, 2023 (i.e., five years after the Commencement Date (as defined in the FILOT Agreement); and

WHEREAS, the Company desires to make additional investments at the Project that will be eligible for the fee in lieu of tax arrangement and Infrastructure Improvement Credits provided under the FILOT Agreement; and

WHEREAS, the Company desires that any such additional investment made in the County on or before December 31, 2028, be eligible for the fee in lieu of tax arrangement and Infrastructure Improvement Credits provided under the FILOT Agreement; and

WHEREAS, the Company anticipates making additional investment in the County at its facility following the end of the Investment Period; and

WHEREAS, in order to induce the Company to make additional investment in the County following the end of the Investment Period, the County has determined that it is in the best interests of the County to enter into that certain First Amendment (the "First Amendment") with the Company.

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

Section 1. Approval and Execution of Agreements. The form, terms and provisions of the First Amendment are hereby approved, and all of the terms, provisions and conditions thereof are hereby incorporated herein by reference as if set out in this Resolution in their entirety. Without limitation of the foregoing sentence, the County specifically approves the extension of the Investment Period by five years, such that the Investment Period under the Original Agreement will now expire ten years from the Commencement Date.

Section 2. Further Documentation. The County's duly authorized representatives shall take such action as may be necessary to effectuate the action herewith taken and the First Amendment herein authorized. The County Supervisor is hereby authorized, empowered and directed, in the name and on behalf of the County, to execute the First Amendment and such other documents, agreements, affidavits and certificates (including any estoppel certificates), and the Clerk of County Council is hereby authorized to attest the same, and to deliver such other documents, agreements, affidavits, and certificates to the Company in order to consummate the First Amendment and the intent of this Resolution. The First Amendment is to be in substantially the form attached to this Resolution and hereby approved, with such changes therein as shall not be materially adverse to the County and as shall be approved by the officials of the County executing the same, upon the advice of counsel to the County, such officer's execution thereof to constitute conclusive evidence of such officer's approval of any and all changes or revisions therein from the form of the agreement attached to this Resolution as Exhibit A.

Section 3. Miscellaneous.

(a) This Resolution shall be construed and interpreted in accordance with the laws of the State of South Carolina;

(b) This Resolution shall become effective immediately upon approval by the County Council following adoption by County Council;

(c) The provisions of this Resolution are hereby declared to be severable and if any section, phrase or provision shall for any reason be declared by a court of competent jurisdiction to be invalid or unenforceable, that declaration shall not affect the validity of the remainder of the sections, phrases and provisions hereunder; and

(d) All resolutions and parts thereof in conflict herewith are, to the extent of the conflict, hereby repealed.

BE IT RESOLVED this __ day of _____, 2022

[*Signatures on following page*]

UNION COUNTY, SOUTH CAROLINA

(SEAL)

Signature: _____
Name: Phillip G. Russell, II
Title: County Supervisor

ATTEST:

Signature: _____
Name: Linda G. Jolly
Title: Clerk to County Council

FIRST AMENDMENT TO FEE IN LIEU OF TAX AGREEMENT

This FIRST AMENDMENT TO FEE IN LIEU OF TAX AGREEMENT (this "First Amendment") is dated effective as of [_____ __], 2022 (the "Effective Date"), by and between VOLVO CAR USA LLC D/B/A VOLVO CAR US OPERATIONS, a Delaware limited liability company (the "Company"), and Union County, South Carolina, a body politic and corporate and a political subdivision of the State of South Carolina (the "County"). Capitalized terms used herein and not otherwise defined have the meanings ascribed to them in that certain Fee Agreement by and between the County and the Company and dated as of December 1, 2018 (the "FILOT Agreement").

WITNESSETH:

WHEREAS, Union County, South Carolina (the "County"), acting by and through its County Council, is authorized and empowered under and pursuant to the provisions of Title 12, Chapter 44 (the "Act") of the Code of Laws of South Carolina 1976, as amended through the date hereof (the "Code") and Sections 4-1-170, 4-1-172, and 4-1-175 of the Code and Article VIII, Section 13(D) of the South Carolina Constitution: (a) to enter into agreements with certain investors to construct, operate, maintain, and improve certain industrial and commercial properties through which the economic development of the State of South Carolina will be promoted and trade developed by inducing manufacturing and commercial enterprises to locate and remain in the State of South Carolina and thus utilize and employ the manpower, agricultural products, and natural resources of the State; (b) to covenant with such investors to accept certain payments in lieu of *ad valorem* taxes with respect to the project; and (c) to maintain, create or expand, in conjunction with one or more other counties, a multi-county industrial park in order to afford certain enhanced income tax credits to such investors; and

WHEREAS, pursuant to the FILOT Agreement, the Company's Investment Period (as defined in the FILOT Agreement) is anticipated to expire no earlier than the "Threshold Date" of December 31, 2023 (i.e., five years after the Commencement Date (as defined in the FILOT Agreement); and

WHEREAS, the Company desires to make additional investment at the Project that will be eligible for the fee in lieu of tax arrangement and Infrastructure Improvement Credits provided under the FILOT Agreement; and

WHEREAS, in order to induce the Company to make additional investment in the County, the County has determined that it is in the best interests of the County to enter into this First Amendment with the Company to extend the FILOT Agreement's Investment Period by five years, such that the Investment Period under the FILOT Agreement will now expire no earlier than a new "Threshold Date" of December 31, 2028 (i.e., ten years from the Commencement Date).

NOW, THEREFORE, in consideration of the respective representations and agreements hereinafter contained, and the sum of $1.00 in hand, duly paid by the Company to the County, the receipt and sufficiency of which are hereby acknowledged, the County and the Company agree as follows:

Section 1. *Incorporation of Recitals.* The above recitals are incorporated into this First Amendment as if the recitals were set out in this First Amendment in their entirety.

Section 2. *Definitions.* The following definition of the term "*Threshold Date*" in Section 1.01 of the FILOT Agreement is hereby amended and restated to read as follows:

"Threshold Date" shall mean the date that is ten years after the Commencement Date.

Section 3. *Notices.* Section 12.03(b) of the FILOT Agreement is hereby amended and restated to read in its entirety as follows:

(b) As to the Company:

Volvo Car USA LLC d/b/a Volvo Car US Operations
270 Three Point Drive
Ridgeville, South Carolina 29472
Attn: Head of Legal, Americas

With a copy (which shall not constitute notice) to:

Womble Bond Dickinson (US) LLP
Attention: Stephanie Yarbrough
5 Exchange Street
Charleston, South Carolina 29401

Section 4. *Effect of First Amendment.* Except as specifically modified in this First Amendment, the FILOT Agreement shall remain unchanged and in full force and effect.

Section 5. *Multiple Counterparts.* This First 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.

Section 6. *Applicable Law.* This First Amendment shall be governed by and construed in accordance with the laws of the State of South Carolina.

Section 7. *Entire Understanding.* This First Amendment, together with the FILOT Agreement as hereby amended, expresses the entire understanding all agreements of the parties hereto with each other, and neither party hereto has made or shall be bound by any agreement or any representation to the other party which is not expressly set forth in this First Amendment or the FILOT Agreement or in certificates delivered in connection with the execution and delivery hereof.

Section 8. *Effective Date.* This First Amendment is effective as of the Effective Date.

[SIGNATURE PAGES TO FOLLOW]

IN WITNESS THEREOF, the County, acting by and through the County Council, has caused this First Amendment to be executed in its name and behalf by the County Supervisor and to be attested by the Clerk to Council; and the Company and the Sponsor Affiliate have caused this First Amendment to be executed by their duly authorized officers, all as of the Effective Date.

UNION COUNTY, SOUTH CAROLINA

By: _____
Phillip G. Russell, II, County Supervisor

[SEAL]

ATTEST:

By: _____
Linda G. Jolly, Clerk to County Council

[Signatures continued on next page]

Volvo Car USA LLC d/b/a Volvo Car US Operations
a Delaware limited liability company

By: _____
Name:
Title:

By: _____
Name:
Title:

[Signature page to First Amendment]

ECONOMIC DEVELOPMENT INCENTIVES

DOCUMENTATION FOR

VOLVO CAR US OPERATIONS INC.

UNION COUNTY, SOUTH CAROLINA

As of December 1, 2018

2018 ECONOMIC DEVELOP INCENTIVES

UNION COUNTY, SOUTH CAROLINA
AND
VOLVO CAR US OPERATIONS INC.

I. BASIC DOCUMENTS

1. Fee in Lieu of Tax Agreement, dated as of December 1, 2018, between Union County, South Carolina and Volvo Car US Operations Inc.

II. UNION COUNTY, SOUTH CAROLINA

2. Union County Ordinance No. 339 enacted on November 13, 2018 and approving the Fee in Lieu of Tax Agreement.

3. Affidavit of Publication in *The Union Times* dated October 27, 2018 of Notice of Public Hearing regarding the Fee in Lieu of Tax Agreement.

III. COMPANY

4. SCDOR Fee in Lieu of Tax Property Tax / Initial Report Form (PT-443) reporting Fee in Lieu of Tax Agreement between Union County and Volvo Car US Operations Inc.

5. Letters to Government Officials.

STATE OF SOUTH CAROLINA
COUNTY COUNCIL FOR UNION COUNTY

ORDINANCE NO. _____

AN ORDINANCE TO AMEND THE OPERATING AND CAPITAL BUDGETS OF UNION COUNTY FOR THE FISCAL YEAR BEGINNING JULY 1, 2022 AND ENDING JUNE 30, 2023, AND TO AMEND APPROPRIATIONS FOR SUCH UNION COUNTY BUDGETS FOR COUNTY ORDINARY PURPOSES.

WHEREAS, the County Council for Union County, South Carolina ("Union County") is authorized to approve funding and to amend budgeted expenditures to meet and maintain the fiscal obligations of the County of Union; and

WHEREAS, the County Council for Union County has identified a need to adjust the appropriations to Non-Departmental Capital Expenditures (101-1990-419-66-01) and the corresponding change in supplemental appropriations from the fund balance of the General Fund. This action is necessitated to provide funding for an expenditure required to safeguard certain County assets.

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

SECTION 1. The following actions are hereby adopted and approve in suppler of the County's 2022-2023 Budget and that Section 3 of Ordinance # 379 is revised only are shown and hereby appropriated, with the detail and the provisos as so stated in the revised Supplemental Union County Budget Book pages, hereby incorporated by reference as a part of this Ordinance as fully as if set forth verbatim herein, for the fiscal year beginning July 1, 2022 and ending June 30, 2023, the sums of money in the amounts and for the purposes set forth therein, with the anticipated revenues to be applied thereto as reflected therein.

EFFECTIVE DATE

This Ordinance shall become effective and enforced upon adoption.

ADOPTED in meeting duly assembled this ____ day of December 2022.

ATTEST:

Phillip Russell II
Union County Supervisor

Linda Jolly
Clerk to Council

Tracie Campbell, District #1

Ralph A. Tucker, District #2

David Sinclair, District #3

Ben Ivey, Vice Chair, District #4

Carolyn Rutherford, District #5

John Flood, District #6

APPROVED AS TO FORM:

Union County Attorney

First Reading:	November 15, 2022
Second Reading:	November 29, 2022
Third Reading:	December 13, 2022
Public Hearing:	December 13, 2022

UNION COUNTY
2022-2023 SUPPLEMENTAL BUDGET
GENERAL FUND REVENUES

	ORIGINAL	Revisions	Supplemental Revised Budget
Property Taxes	$ 11,335,000		$ 11,335,000
Sales and Other Miscellaneous Taxes	205,000		205,000
Fees and Fines	563,750		563,750
Licenses and Permits	65,000		65,000
Intergovernmental	1,799,663		1,799,663
Charges for Services	3,367,168		3,367,168
Investment Earnings	36,000		36,000
Miscellaneous	697,430		697,430
Reimbursements	395,068		395,068
Other Sources:			
Proceeds fom capital leases			
Millage Increase			
Transfers:			
Transfer In - E-911	111,284		111,284
Transfer In - Victims' Advocate	54,956		54,956
Transfer In - Economic Development	150,000		150,000
Transfer In - Economic Development	25,000		25,000
Transfer In - Title I	-		-
Transfer In - Title IV-D	57,079		57,079
Transfer In - Poll Workers	66,000		66,000
Transfer In - Hospitality/Accommodations	310,000		310,000
Transfer In - Econ Del Infra & Community Dev	1,000,000		1,000,000
Transfer In - UCCADA	683,373		683,373
Transfer In - Solicitor	253,305		253,305
Transfer In - Tourism	94,344		94,344
Transfer In - Spec Rev	85,000		85,000
Commitment from Committed General Fund Balance	40,000		40,000
Commitment from Uncommitted General Fund Balance	707,645	600,000	1,307,645
Other			
TOTAL	**$ 22,102,065**	**$ 600,000**	**$ 22,702,065**

UNION COUNTY
2022-2023 SUPPLEMENTAL BUDGET
GENERAL FUND APPROPRIATIONS

		Original		Supplemental
1101-411	Supervisor, Council, Finance and HR	Appropriation	Revisions	Revised Budget
11-50	Salaries	$ 396,439		$ 396,439
11-55	Subscriber Billing Salarie	29,698		29,698
44-01	Insurance	108,876		108,876
44-02	Social Security	32,600		32,600
44-04	Retirement	75,329		75,329
44-06	Workers Compensation	5,495		5,495
58-05	Training	14,000		14,000
61-01	Printing & Office Supplies	13,000		13,000
61-02	Specialized Department Supplies	2,300		2,300
		677,737	-	677,737
1102-411	IT			
11-50	Salaries	43,932		43,932
44-01	Insurance	6,447		6,447
44-02	Social Security	3,361		3,361
44-04	Retirement	7,715		7,715
44-06	Workers Compensation	497		497
58-06	Data Processing Training	5,000		5,000
66-13	Computer Equipment/Servers	40,000		40,000
66-15	Security/SLED-DSS	20,000		20,000
66-16	Software/Licenses	10,000		10,000
66-17	Network Equipment/Upgrade	30,000		30,000
		166,952	-	166,952
1103-411	Development Board			
11-50	Salaries	144,254		144,254
44-01	Insurance	12,894		12,894
44-02	Social Security	11,036		11,036
44-04	Retirement	25,331		25,331
44-06	Workers Compensation	3,967		3,967
47-02	Professional Services	15,000		15,000
50-10	Dues & Memberships	16,000		16,000
58-05	Travel & Training	10,000		10,000
61-01	Printing & Office Supplies	4,000		4,000
65-01	Vehicle Operation & Maintenance	1,000		1,000
66-01	Capital Expenditures	10,000		10,000
66-04	Lease & Maintenance	5,000		5,000
67-01	Industrial Parks	40,000		40,000
67-02	Marketing	23,000		23,000
67-03	Grant Expenditures	2,000		2,000
75-02	Operational Contingency Fund	2,000		2,000
		325,482	-	325,482
1104-411	Community Development			
11-50	Salaries	61,173		61,173
44-01	Insurance	6,447		6,447
44-02	Social Security	4,680		4,680
44-04	Retirement	10,742		10,742
44-06	Workers Compensation	1,683		1,683
50-10	Dues and Membersips	35		35
58-06	Travel & Training	3,000		3,000
61-01	Printing & Office Supplies	1,130		1,130
67-02	Marketing	170		170
75-02	Operational Contingency Fund	1,000		1,000
		90,060	-	90,060

UNION COUNTY
2022-2023 SUPPLEMENTAL BUDGET
GENERAL FUND APPROPRIATIONS

		Original		Supplemental
1105-411	**Tourism**			
11-50	Salaries	46,618		46,618
44-01	Insurance	12,632		12,632
44-02	Social Security	3,567		3,567
44-04	Retirement	8,187		8,187
44-06	Workers Compensation	1,282		1,282
50-25	Memberships & Subscriptions	2,000		2,000
53-01	Communications	3,042		3,042
54-01	Advertising	2,000		2,000
58-06	Travel & Training	6,500		6,500
61-01	Printing & Office Supplies	1,000		1,000
61-07	Postage	55		55
75-02	Operational Contingency Fund	3,000		3,000
75-12	Events	98,500		98,500
		188,383	-	188,383
1106-411	**Fire Service**			
11-50	Salaries	55,000		55,000
44-02	Social Security	4,208		4,208
44-04	Retirement	9,658		9,658
44-06	Workers Compensation	3,223		3,223
47-02	Professional Services	2,500		2,500
50-01	Uniforms/Safety Equipment	4,000		4,000
50-02	Dues	500		500
58-01	Travel	500		500
58-02	Training	2,500		2,500
61-01	Printing & Office Supplies	1,100		1,100
61-02	Specialized Departmental Supplies	1,100		1,100
61-06	Postage	200		200
		84,489	-	84,489
1201-412	**Magistrate**			
11-50	Salaries	229,170		229,170
11-61	Salaries - Security	25,990		25,990
44-01	Insurance	54,359		54,359
44-02	Social Security	19,520		19,520
44-04	Retirement	48,063		48,063
44-06	Workers Compensation	6,610		6,610
50-25	Memberships & Subscriptions	1,000		1,000
54-10	Jury Pay	15,000		15,000
54-15	Appeals	1,500		1,500
58-06	Travel & Training	6,200		6,200
61-01	Printing & Office Supplies	6,750		6,750
61-02	Jail Office Supplies	1,500		1,500
		415,662	-	415,662
1202-412	**Probate Judge**			
11-50	Salaries	99,721		99,721
44-01	Insurance	19,340		19,340
44-02	Social Security	7,629		7,629
44-04	Retirement	18,976		18,976
44-06	Workers Compensation	1,644		1,644
58-05	Training	2,585		2,585
61-01	Printing & Office Supplies	3,140		3,140
		153,035	-	153,035

UNION COUNTY
2022-2023 SUPPLEMENTAL BUDGET
GENERAL FUND APPROPRIATIONS

		Original		Supplemental
1203-412	**Circuit Court**			
11-50	Salaries	59,001		59,001
44-02	Social Security	4,514		4,514
44-04	Retirement	10,361		10,361
44-06	Workers Compensation	2,042		2,042
75-05	Miscellaneous	57,000		57,000
		132,918	-	132,918
1204-412	**Public Defender**			
75-05	Miscellaneous	168,813		168,813
		168,813	-	168,813
1205-412	**Solicitor's Office**			
11-50	Salaries	423,864		423,864
44-01	Insurance	51,607		51,607
44-02	Social Security	32,426		32,426
44-04	Retirement	75,811		75,811
44-06	Workers Compensation	3,160		3,160
47-08	Service Contracts	1,000		1,000
58-01	Travel	1,000		1,000
58-05	Training	900		900
61-01	Printing & Office Supplies	2,500		2,500
		592,268	-	592,268
1220-412	**Clerk of Court**			
11-50	Salaries	308,958		308,958
11-60	Salaries-Title IV-D Large	27,179		27,179
11-66	Salaries-Title IV-D Small	14,300		14,300
44-01	Insurance	83,578		83,578
44-02	Social Security	26,829		26,829
44-04	Retirement	61,537		61,537
44-06	Workers Compensation	1,087		1,087
50-25	Membership & Subscriptions	300		300
58-05	Training	3,000		3,000
61-01	Printing & Office Supplies	7,750		7,750
61-05	Book Improvements (Restoration)	10,000		10,000
		544,518	-	544,518
1401-414	**Voter Registration/Election Commission**			
11-50	Salaries	74,825		74,825
11-62	Salaries - Poll Workers	75,000		75,000
44-01	Insurance	15,941		15,941
44-02	Social Security	5,725		5,725
44-04	Retirement	13,239		13,239
44-06	Workers Compensation	465		465
47-01	Maintenance Contracts	300		300
50-02	Dues	450		450
58-01	Travel	1,200		1,200
58-05	Training	900		900
61-01	Printing & Office Supplies	7,075		7,075
65-02	Machinery & Equipment Repair	1,700		1,700
		196,820	-	196,820

UNION COUNTY
2022-2023 SUPPLEMENTAL BUDGET
GENERAL FUND APPROPRIATIONS

		Original		Supplemental
1501-415	**County Attorney**			
11-50	Salaries	29,555		29,555
44-02	Social Security	2,261		2,261
44-04	Retirement	5,190		5,190
44-06	Workers Compensation	110		110
58-05	Training	250		250
		37,366	-	37,366
1505-415	**Building Inspector**			
11-50	Salaries	56,650		56,650
44-01	Insurance	12,632		12,632
44-02	Social Security	4,334		4,334
44-04	Retirement	9,948		9,948
44-06	Workers Compensation	2,612		2,612
47-02	Professional Services	5,918		5,918
50-01	Uniforms	500		500
54-60	Demolition - Condemnations	20,000		20,000
54-70	Property Improvements	6,000		6,000
58-05	Training	4,000		4,000
61-01	Printing & Office Supplies	2,000		2,000
		124,594	-	124,594
1510-415	**Tax Assessor**			
11-50	Salaries	136,218		136,218
44-01	Insurance	28,834		28,834
44-02	Social Security	10,421		10,421
44-04	Retirement	23,920		23,920
44-06	Workers Compensation	2,599		2,599
47-02	Professional Services	20,556		20,556
50-02	Dues	925		925
58-05	Training	2,000		2,000
61-01	Printing & Office Supplies	1,000		1,000
61-02	Specialized Departmental Supplies	500		500
		226,973	-	226,973
1511-415	**Delinquent Tax Office**			
11-50	Salaries	70,684		70,684
44-01	Insurance	6,447		6,447
44-02	Social Security	5,408		5,408
44-04	Retirement	12,413		12,413
44-06	Workers Compensation	220		220
50-25	Membership & Subscriptions	125		125
58-05	Training	1,800		1,800
61-01	Printing & Office Supplies	1,000		1,000
		98,097	-	98,097

UNION COUNTY
2022-2023 SUPPLEMENTAL BUDGET
GENERAL FUND APPROPRIATIONS

		Original		Supplemental
1520-415	**Treasurer's Office**			
11-50	Salaries	137,580		137,580
44-01	Insurance	12,894		12,894
44-02	Social Security	10,525		10,525
44-04	Retirement	24,160		24,160
44-06	Workers Compensation	427		427
50-25	Membership & Subscriptions	80		80
54-01	Advertising	675		675
58-05	Training	2,500		2,500
61-01	Printing & Office Supplies	3,300		3,300
		192,141	-	192,141
1525-415	**Auditor's Office**			
11-50	Salaries	115,334		115,334
44-01	Insurance	22,387		22,387
44-02	Social Security	8,823		8,823
44-04	Retirement	20,253		20,253
44-06	Workers Compensation	358		358
50-25	Membership & Subscriptions	150		150
58-05	Training	3,000		3,000
61-01	Printing & Office Supplies	1,600		1,600
		171,905	-	171,905
1910-419	**Building Superintendent**			
11-50	Salaries	67,529		67,529
44-01	Insurance	6,447		6,447
44-02	Social Security	5,166		5,166
44-04	Retirement	11,858		11,858
44-06	Workers Compensation	3,114		3,114
60-10	Building Expense	110,000		110,000
		204,114	-	204,114

UNION COUNTY
2022-2023 SUPPLEMENTAL BUDGET
GENERAL FUND APPROPRIATIONS

		Original		Supplemental
1990-419	Non-Departmental			
11-50	Personnel Supplement	8,000		8,000
40-01	Utilities	414,000		414,000
44-01	Employee Insurance	30,420		30,420
44-02	Social Security	3,000		3,000
44-04	Employee Retirement	3,500		3,500
44-06	Workers Compensation	50,000		50,000
44-07	Unemployment	20,000		20,000
44-08	Accruals	30,000		30,000
46-02	Parking Lots	1,500		1,500
47-01	Maintenance Contracts	145,000		145,000
47-02	Professional Services	350,000		350,000
47-04	Computer Services & Supplies (QS-1)	180,436		180,436
47-07	GIS/CAS Zuercher (29% from County)	8,000		8,000
47-06	Audit of County Books	65,000		65,000
47-10	OPEB	12,000		12,000
52-01	General Insurance	556,000		556,000
53-01	Communications	240,000		240,000
54-01	Advertising	15,000		15,000
54-25	Volunteer Fireman's Insurance	18,081		18,081
54-30	General Election Expense	8,000		8,000
54-35	Hospital Indigent Care	37,561		37,561
61-06	Rent on Postage Machine & Postage	65,000		65,000
65-11	Fuel Costs	425,000		425,000
66-01	Capital Expenditures	237,733	600,000	837,733
66-03	Leases & Copies	65,000		65,000
75-01	Contingency Fund	63,274		63,274
75-02	Operational Contingency Fund	100,000		100,000
75-03	ED Contingency/Grants Administration	50,000		50,000
75-23	Auction Fees	500		500
75-31	Official Allowance	9,600		9,600
75-32	Annual Incentive Award	13,000		13,000
80-02	Catawba Regional Council of Governments	37,654		37,654
80-04	Clemson Extension - 4-H Agent	12,000		12,000
80-03	Clemson Extension	9,000		9,000
80-07	S.C. Association of Counties	8,390		8,390
80-11	Soil & Water Conservation	3,500		3,500
80-12	Fire & Rescue	50,000		50,000
80-18	Union County Museum/Cross Keys House	45,000		45,000
80-20	Union County Chamber of Commerce	25,000		25,000
80-21	Post-Closure Landfill Costs	40,000		40,000
80-23	Satellite Library Centers	15,000		15,000
80-24	Tuition Assistance Program	150,000		150,000
80-25	Crime Stoppers	2,000		2,000
80-26	C4	25,000		25,000
		3,647,149	600,000	4,247,149

UNION COUNTY
2022-2023 SUPPLEMENTAL BUDGET
GENERAL FUND APPROPRIATIONS

		Original		Supplemental
2101-421	**Sheriff's Office**			
11-50	Salaries	1,721,443		1,721,443
11-52	School Resource Officer	292,843		292,843
11-53	Reserve Deputy Program	28,385		28,385
44-01	Insurance	319,516		319,516
44-02	Social Security	156,265		156,265
44-04	Retirement	405,314		405,314
44-06	Workers Compensation	67,883		67,883
47-01	Maintenance - Zuercher	18,000		18,000
50-01	Clothing & Uniforms	16,000		16,000
50-03	Dues SCLEOA & Sheriffs' Association	3,500		3,500
54-01	Advertising	5,000		5,000
58-05	Training	11,000		11,000
61-01	Printing & Office Supplies	12,000		12,000
61-03	Investigative Supplies	7,500		7,500
61-05	K9 Training/Supplies	15,625		15,625
61-06	SRT Equipment/Training	12,470		12,470
61-11	Weapons/Ammo	10,000		10,000
61-12	Evidence Custodian Supplies	4,000		4,000
61-13	Narcotics Supplies	15,000		15,000
62-01	Informant Money	15,000		15,000
66-11	State 800 Radio Services	20,500		20,500
66-51	Mobile Routers Renewal Fees	5,500		5,500
		3,162,744	-	3,162,744
2105-421	**Code Enforcement**			
11-50	Salaries	142,525		142,525
44-01	Insurance	22,773		22,773
44-02	Social Security	10,904		10,904
44-04	Retirement	27,810		27,810
44-06	Workers Compensation	4,932		4,932
50-01	Clothing & Uniforms	1,500		1,500
61-02	Specialized Departmental Supplies	7,000		7,000
		217,444	-	217,444
2110-421	**Animal Control**			
11-50	Salaries	68,865		68,865
44-01	Insurance	16,327		16,327
44-02	Social Security	5,269		5,269
44-04	Retirement	13,133		13,133
44-06	Workers Compensation	2,065		2,065
50-01	Uniforms	800		800
58-05	Training	1,000		1,000
61-02	Specialized Departmental Supplies	30,959		30,959
61-10	Chemicals	2,000		2,000
63-03	Food Allowance for Animals	5,000		5,000
66-12	Traps & Capturing Equipment	3,488		3,488
66-13	Cat Living Pens	1,000		1,000
66-14	Community Aide	2,000		2,000
		151,906	-	151,906

UNION COUNTY
2022-2023 SUPPLEMENTAL BUDGET
GENERAL FUND APPROPRIATIONS

		Original		Supplemental
2190-421	**Coroner**			
11-50	Salaries	43,013		43,013
44-01	Insurance	12,632		12,632
44-02	Social Security	3,291		3,291
44-04	Retirement	8,061		8,061
44-06	Workers Compensation	1,489		1,489
47-02	Professional Services	85,000		85,000
50-12	Dues	350		350
58-01	Travel	2,400		2,400
58-05	Training	2,500		2,500
61-01	Printing & Office Supplies	400		400
61-02	Specialized Departmental Supplies	6,000		6,000
		165,136	-	165,136
2320-423	**Detention Center**			
11-50	Salaries	1,605,678		1,605,678
44-01	Insurance	263,365		263,365
44-02	Social Security	122,835		122,835
44-04	Retirement	324,703		324,703
44-06	Workers Compensation	56,285		56,285
47-01	Maintenance Contracts	12,998		12,998
47-02	Professional Services	64,255		64,255
47-10	Health Care Contract	174,650		174,650
50-01	Clothing & Uniforms	14,000		14,000
53-01	Communications	5,000		5,000
58-05	Training	5,000		5,000
60-15	Operating Expense	21,120		21,120
61-01	Printing & Office Supplies	4,500		4,500
61-02	Specialized Departmental Supplies	26,700		26,700
61-10	Chemicals	10,500		10,500
62-10	Juvenile Detention	25,000		25,000
63-01	Dieting Prisoners	140,000		140,000
63-02	Prisoner Transport, Meals	2,000		2,000
63-03	Subsistence Care	40,120		40,120
		2,918,709	-	2,918,709

UNION COUNTY
2022-2023 SUPPLEMENTAL BUDGET
GENERAL FUND APPROPRIATIONS

		Original		Supplemental
2901-429	**E-911 & Communications**			
11-50	Salaries	570,179		570,179
11-55	Subscriber Billing Salary	50,115		50,115
11-63	Salaries - P/T Dispatchers	20,000		20,000
44-01	Insurance	83,317		83,317
44-02	Social Security	45,417		45,417
44-04	Retirement	105,455		105,455
44-06	Workers Compensation	1,779		1,779
47-01	Maintenance Contracts	111,583		111,583
47-02	Professional Services	25,000		25,000
47-03	Radio Maintenance	12,615		12,615
50-01	Uniforms	986		986
50-25	Memberships & Subscriptions	1,000		1,000
53-01	Communications	12,616		12,616
58-01	Training	5,000		5,000
60-20	Communications Center Operations	5,267		5,267
61-01	Printing & Office Supplies	952		952
61-02	Specialized Departmental Supplies	2,136		2,136
61-15	Janitorial Supplies	1,143		1,143
66-02	Tower Rental	102,029		102,029
		1,156,589	-	1,156,589
2902-429	**Emergency Services**			
11-50	Salaries	103,544		103,544
44-01	Insurance	6,447		6,447
44-02	Social Security	7,922		7,922
44-04	Retirement	20,014		20,014
44-06	Workers Compensation	4,113		4,113
50-01	Uniforms	329		329
50-02	Dues	540		540
50-25	Memberships & Subscriptions	350		350
53-01	Communications	14,676		14,676
58-05	Training	1,660		1,660
61-01	Printing & Office Supplies	1,429		1,429
61-02	Specialized Departmental Supplies	2,628		2,628
		163,652	-	163,652
3101-431	**County Maintenance**			
11-50	Salaries	267,040		267,040
44-01	Insurance	57,497		57,497
44-02	Social Security	20,429		20,429
44-04	Retirement	46,893		46,893
44-06	Workers Compensation	18,271		18,271
47-02	Professional Services	86,342		86,342
50-01	Uniforms & Clothing	4,500		4,500
58-01	Training	3,500		3,500
59-01	Road & Bridge	105,000		105,000
59-02	Road Signs	14,500		14,500
59-05	Asphalt	24,000		24,000
59-10	Crusher Run & Gravel	25,000		25,000
61-07	General Supplies	12,000		12,000
		684,972	-	684,972

UNION COUNTY
2022-2023 SUPPLEMENTAL BUDGET
GENERAL FUND APPROPRIATIONS

		Original		Supplemental
3102-431	**Equipment Shop**			
11-50	Salaries	87,591		87,591
44-01	Insurance	22,512		22,512
44-02	Social Security	6,701		6,701
44-04	Retirement	15,381		15,381
44-06	Workers Compensation	4,073		4,073
50-01	Uniforms & Clothing	2,500		2,500
58-05	Training	4,000		4,000
61-04	Supplies	12,000		12,000
65-01	Vehicle Operation & Maintenance	162,000		162,000
65-02	Machinery & Equipment Repair	56,000		56,000
65-10	Tires	55,000		55,000
		427,758	-	427,758
4101-441	**Health Department**			
47-01	Maintenance Contracts	2,300		2,300
47-05	Special Contracts	1,000		1,000
60-10	Building Expense	22,000		22,000
61-10	Chemicals	2,300		2,300
65-02	Machinery & Equipment Repair	1,000		1,000
		28,600	-	28,600
4110-441	**Department of Social Services**			
40-01	Utilities	40,000		40,000
54-05	Emergency Relief	1,000		1,000
61-01	Printing & Office Supplies	1,000		1,000
		42,000	-	42,000
4120-441	**Veteran's Affairs**			
11-50	Salaries	55,730		55,730
44-01	Insurance	12,632		12,632
44-02	Social Security	4,264		4,264
44-04	Retirement	9,787		9,787
44-06	Workers Compensation	173		173
50-25	Memberships & Subscriptions	200		200
58-05	Training	3,437		3,437
61-01	Printing & Office Supplies	990		990
66-01	Client Data Base	989		989
		88,202	-	88,202

UNION COUNTY
2022-2023 SUPPLEMENTAL BUDGET
GENERAL FUND APPROPRIATIONS

		Original		Supplemental
4150-441	**Alcohol and Drug Abuse**			
11-50	Salaries	368,304		368,304
44-01	Insurance	74,118		74,118
44-02	Social Security	28,176		28,176
44-04	Retirement	64,675		64,675
44-06	Workers Compensation	2,540		2,540
40-01	Utilities	16,300		16,300
47-02	Professional Services	52,000		52,000
50-25	Memberships & Subscriptions	15,000		15,000
52-01	General Insurance	9,500		9,500
58-05	Training	12,600		12,600
60-30	Maintenance & Upkeep	1,500		1,500
61-01	Printing & Office Supplies	12,360		12,360
61-02	Specialized Departmental Supplies	4,800		4,800
61-06	Rent on Postage Machine & Postage	500		500
75-02	Other Miscellaneous	10,000		10,000
		672,373	-	672,373
4190-441	**Victims' Advocate**			
11-50	Salaries	54,023		54,023
44-01	Insurance	6,447		6,447
44-02	Social Security	4,133		4,133
44-04	Retirement	9,490		9,490
44-06	Workers Compensation	1,870		1,870
47-01	Maintenance Contracts - Zuercher	1,000		1,000
50-02	Dues	30		30
50-20	Special Projects Awareness	2,000		2,000
53-01	Communications	2,000		2,000
58-05	Training	2,800		2,800
61-01	Printing & Office Supplies	2,500		2,500
61-25	Victim Notification	2,000		2,000
61-26	Victim Services	2,500		2,500
65-01	Vehicle Operation & Maintenance	2,800		2,800
		93,593	-	93,593
5110-451	**Stadium**			
11-50	Salaries	15,696		15,696
4401	Insurance	3,790		3,790
44-02	Social Security	1,201		1,201
44-04	Retirement	2,757		2,757
44-06	Workers Compensation	531		531
40-01	Utilities	39,000		39,000
50-01	Uniforms	400		400
50-25	Memberships & Subscriptions	325		325
58-05	Training	1,000		1,000
60-10	Building and Equipment Expense	25,000		25,000
		89,700	-	89,700

UNION COUNTY
2022-2023 SUPPLEMENTAL BUDGET
GENERAL FUND APPROPRIATIONS

		Original		Supplemental
6101-461	**Recycling**			
11-50	Salaries	225,503		225,503
44-01	Insurance	16,329		16,329
44-02	Social Security	17,251		17,251
44-04	Retirement	39,628		39,628
44-06	Workers Compensation	14,696		14,696
32-10	Contract Services	43,000		43,000
40-01	Utilities	20,000		20,000
47-10	Waste Tire Disposal	28,000		28,000
50-01	Uniforms	3,500		3,500
58-05	Training	3,500		3,500
60-30	Maintenance & Upkeep	8,000		8,000
61-01	Printing & Office Supplies	1,500		1,500
61-08	Safety Supplies	2,500		2,500
66-15	Recycling Equipment	10,000		10,000
66-23	Hwy 18 Temporary Facilities Cost	5,000		5,000
		438,407	-	438,407
7101-419	**Airport**			
11-50	Salaries	65,602		65,602
44-01	Insurance	15,289		15,289
44-02	Social Security	5,019		5,019
44-04	Retirement	11,520		11,520
44-06	Workers Compensation	2,218		2,218
47-01	Maintenance Contracts	3,800		3,800
50-25	Memberships & Subscriptions	600		600
58-05	Training	4,200		4,200
60-10	Building Expense	7,500		7,500
66-02	Capital Improvements & Matching Funds	60,000		60,000
		175,748	-	175,748
8101-451	**Parks and Recreation**			
11-50	Salaries	175,041		175,041
11-53	Saaries - Summer Maintenace Workers	25,000		25,000
11-54	Salaries - Concessions, Gate, Tickets, etc	28,686		28,686
44-01	Insurance	28,834		28,834
44-02	Social Security	17,498		17,498
44-04	Retirement	30,738		30,738
44-06	Workers Compensation	9,355		9,355
40-01	Utilities	148,900		148,900
50-10	Uniforms	2,850		2,850
54-01	Advertising	21,000		21,000
54-55	Field Maintenance	50,000		50,000
58-05	Training	4,000		4,000
60-01	Building Expense	11,000		11,000
60-15	Operating Expense	70,000		70,000
61-01	Printing & Office Supplies	1,200		1,200
61-02	Specialized Departmental Supplies	50,000		50,000
61-10	Chemicals & Fertilizers	25,000		25,000
65-02	Machinery and Equipment Repair	3,500		3,500
66-02	Capital Improvements	15,000		15,000
66-22	PARD Matching Funds	6,000		6,000
		723,602	-	723,602

UNION COUNTY
2022-2023 SUPPLEMENTAL BUDGET
GENERAL FUND APPROPRIATIONS

		Original		Supplemental
9101-441	**Emergency Medical Services**			
11-50	Salaries	1,249,520		1,249,520
11-65	Salaries - PRN	54,800		54,800
44-01	Insurance	195,205		195,205
44-02	Social Security	99,781		99,781
44-04	Retirement	229,039		229,039
44-06	Workers Compensation	124,041		124,041
40-01	Utilities	26,894		26,894
47-01	Maintenance Contracts	25,000		25,000
47-02	Professional Services	90,000		90,000
47-15	Vaccines	3,000		3,000
50-01	Uniforms	14,177		14,177
50-20	Special Program (EMS Week)	1,000		1,000
50-25	Memberships & Subscriptions	900		900
53-01	Communications	12,368		12,368
58-05	Training and Travel	5,000		5,000
60-50	Disposal Fees	3,648		3,648
61-02	Specialized Departmental Supplies	1,000		1,000
61-03	General Supplies	55,000		55,000
61-07	Postage & Freight	300		300
61-20	Medication	28,315		28,315
65-01	Vehicle Operation & Maintenance	65,000		65,000
65-03	Radio System Repair	700		700
66-04	Lease Payments	43,762		43,762
66-20	IT Services	11,230		11,230
66-50	License Fees	775		775
		2,340,455	-	2,340,455
	TOTAL	**$ 22,181,066**	**$ 600,000**	**$ 22,781,066**

STATE OF SOUTH CAROLINA)
) **ORDINANCE _____**
COUNTY OF UNION)

AN ORDINANCE AUTHORIZING AND APPROVING THE EXPANSION OF THE BOUNDARIES OF A JOINT COUNTY INDUSTRIAL AND BUSINESS PARK WITH SPARTANBURG COUNTY PURSUANT TO ARTICLE VIII, SECTION 13 OF THE SOUTH CAROLINA CONSTITUTION, TO INCLUDE CERTAIN PROPERTY OWNED AND/OR OPERATED BY SOUTH CAROLINA STATE PORTS AUTHORITY OR ONE OR MORE OF ITS AFFILIATES OR OTHER RELATED COMPANIES; AND OTHER MATTERS RELATED THERETO.

WHEREAS, Union County, South Carolina ("Union County") and Spartanburg County, South Carolina ("Spartanburg County"), as authorized under Article VIII, Section 13(D) of the South Carolina Constitution and Section 4-1-170 of the Code of Laws of South Carolina, 1976, as amended (the "Act"), and in order to promote economic development and thus encourage investment and provide additional employment opportunities within both of said counties, have previously developed a joint county industrial and business park (the "Park") by that Agreement for Development for Joint County Industrial Park (the "Park Agreement") dated July 26, 1993 approved by Ordinance No. 512 enacted July 12, 1993 by the Spartanburg County Council and approved by Ordinance No. 143 enacted August 11, 1993, by the Union County Council; and

WHEREAS, pursuant to section 3(A) of the Park Agreement, Spartanburg County desires to expand the boundaries of the Park so as to include a parcel of real property (the "Property"), description of which is hereby attached hereto as **Schedule I, Addition to Exhibit A**, owned or operated by BMW Manufacturing Co., LLC or one or more of its affiliates or other related companies and to ensure the Property remains in the Park for no less than the duration of that Fee Agreement between Spartanburg County and BMW Manufacturing Co., LLC. approved by Spartanburg County by Ordinance NO. O-17-42 on December 18, 2017.

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

Section 1. Approval of the Expansion of the Park Boundaries. The expansion of the Park boundaries to include the Property is hereby approved and the Union County Supervisor is hereby authorized and empowered to do any and all things necessary or proper to effect the

performance of all obligations of Union County under and pursuant to the Park Agreement and to carry out the transactions contemplated by this Ordinance.

Section 2. Distribution of Revenues within Spartanburg County. Revenues generated from industries and businesses located in the Spartanburg County portion of the Park to be retained by Spartanburg County shall be distributed within Spartanburg County as is determined from time to time by Spartanburg County. Spartanburg County may change the distribution of such Park revenues retained by Spartanburg County at any time by ordinance of Spartanburg County.

Section 3. Conflicting Provisions. To the extent this ordinance contains provisions that conflict with provisions contained elsewhere in the Union County Code or other Union County ordinances, the provisions contained in this ordinance supersede all other provisions and this ordinance is controlling, to the extent permitted by law.

Section 4. Severability. If any section of this ordinance is, for any reason, determined to be void or invalid by a court of competent jurisdiction, it shall not affect the validity or any other section of this ordinance which is not itself void or invalid.

Section 5. Effectiveness. This Ordinance shall be effective upon third and final reading.

[End of Ordinance – Signature page to follow]

Enacted and approved, in meeting duly assembled, this _____ day of _____, 2022.

UNION COUNTY, SOUTH CAROLINA

By:_____
County Supervisor
Union County, South Carolina

ATTEST:

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

SCHEDULE I

Addition to Exhibit A
to Agreement for Development for Joint County Industrial Park
dated as of July 26, 1993, as amended,
between Spartanburg County and Union County

SOUTH CAROLINA STATE PORTS AUTHORITY

4-25-00-062.00 and 4-25-00-062.02

All those two (2) certain pieces, parcels, or tracts of land lying, situate, and being in the County of Spartanburg, State of South Carolina, surrounded by S.C. 554 (Old Orchard Road), S.C. Highway 101, and S.C. Highway 418 (Fountain In Road), being shown and designated as Parcel 4-25-00-062.02 containing 276.98 acres, more or less, as shown on Boundary Survey for South Carolina State Ports Authority, by Gooch & Associates, P.A., Surveyors, dated July 12, 2022, and recorded in Plat Book 182, page 85, Register of Deeds for Spartanburg County, South Carolina. Reference is hereby made to said plat of survey in aid of description.

4-25-00-069.00

All that certain piece, parcel, or lot of land lying, situate, and being in the County of Spartanburg, State of South Carolina, at the intersection of S.C. Highway 418 and S.C. Highway 101, being shown and designated as 23.39 acres, more or less, as shown on Boundary Survey for South Carolina State Ports Authority, by Gooch & Associates, P.A., Surveyors, dated July 12, 2022 and recorded Plat Book 182, page 85, Register of Deeds for Spartanburg County, South Carolina. Reference is hereby made to said plat of survey in aid of description.

STATE OF SOUTH CAROLINA
COUNTY OF UNION
ORDINANCE NO. _____

A UNION COUNTY ORDINANCE AUTHORIZING THE LEASE OF CERTAIN UNION COUNTY-OWNED REAL PROPERTY TO CELLCO PARTNERSHIP; AND OTHER MATTERS RELATED THERETO.

WHEREAS, Union County (the "County") is a body politic and corporate and a political subdivision of the State of South Carolina (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 convey or lease real property; and

WHEREAS, the County owns that certain real property located at 1643 Jonesville Hwy, Union, South Carolina (the "Land"), the appurtenances to the Land, and the improvements on the Land (the "Property"); and

WHEREAS, Cellco Partnership d/b/a Verizon Wireless, a Delaware corporation ("Cellco"), wishes to lease a portion of the Property from the County, and the County wishes to lease a portion of the Property to Cellco; and

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

Section 1. Approval of Lease. Union County Council hereby approves and authorizes the lease of a portion of the Property to Cellco, subject to the terms and conditions set forth in the Lease Agreement attached as **Exhibit A** and incorporated herein by this reference.

Section 2. Acceptance of Lease Agreement; Ratification of Acts and Execution. Union County Council hereby accepts and approves the Lease Agreement. Union County Council hereby ratifies all actions heretofore taken by the County Supervisor with regard to the lease of a portion of the Property, including, without limitation, the execution and delivery of the Lease Agreement.

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

Section 4. Execution and Delivery of Documents. The County Supervisor shall be, and hereby is, authorized to and directed to execute and deliver, on behalf of the County, all documents, and other contract items, all in accordance with the terms of the Lease Agreement, and in a form and substance acceptable to the County Supervisor, on advice of legal counsel to the County. The County Supervisor is further authorized and empowered to execute any subsequent amendments, extensions, or revisions to the Lease Agreement, 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 Union County Council.

ORDAINED AND ENACTED by Union County Council, this ____ day of _____, 202__.

UNION COUNTY, SOUTH CAROLINA

By:_____
Phillip Russell, County Supervisor
Union County, South Carolina

ATTEST:

By:_____
Linda Jolly, 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: _____

Exhibit A

Lease Agreement

[Attach Lease Agreement]

TOWER LEASE AGREEMENT

This Tower Lease Agreement (this "Agreement"), made this ____ day of _____, 20___ (the "Effective Date") between **Union County, South Carolina**, body politic and corporate and political subdivision of the State of South Carolina with an address of 210 W. Main Street, Union, South Carolina 29379, hereinafter designated LESSOR, and **Cellco Partnership** d/b/a Verizon Wireless, with its principal offices at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 (telephone number 866-862-4404), hereinafter designated LESSEE. LESSOR and LESSEE are at times collectively referred to hereinafter as the "Parties" or individually as the "Party".

WITNESSETH

In consideration of the mutual covenants contained herein and intending to be legally bound hereby, the Parties hereto agree as follows:

1. PREMISES. LESSOR hereby leases to LESSEE a portion of that certain space ("the Tower Space") on LESSOR's tower (hereinafter referred to as the "Tower"), located at 1643 Jonesville Hwy, Union, Union County, South Carolina 29379, as shown on the Tax Map of the Union County as Parcel ID 055-00-00-026 000 (the entirety of LESSOR's property is referred to hereinafter as the "Property"), together with a 50' by 50' parcel of land containing 2,500 square feet (the "Land Space"), together with the non-exclusive right ("the Right of Way") for ingress and egress, seven (7) days a week, twenty-four (24) hours a day, on foot or motor vehicle, including trucks, and for the installation and maintenance of utility wires, poles, cables, conduits, and pipes over, under or along right-of-way extending from the nearest public right-of-way, Jonesville Hwy, to the Land Space; and together with any further rights of way (the "Further Rights of Way") over and through the Property between the Land Space and the Tower Space for the installation and maintenance of utility wires, poles, cables, conduits, and pipes. The Tower Space, Land Space, Right of Way and Further Rights of Way, if any, are substantially described in Exhibit "A", attached hereto and made a part hereof demised premises and are collectively referred to hereinafter as the "Premises".

In the event any provider of utility or similar support services (including fiber) is unable to use the Right of Way or Further Rights of Way, LESSOR hereby agrees to grant an additional right-of-way(s) either to LESSEE or to the provider at no cost to LESSEE in a location acceptable to LESSOR, in its reasonable discretion.

LESSOR hereby grants permission to LESSEE to install, maintain and operate the Tower equipment, including the radio communications equipment, antennas and appurtenances described in Exhibit "B" attached hereto (the "Equipment") at any time following the Effective Date, subject to this Agreement.

LESSEE reserves the right to replace the aforementioned Equipment with similar and comparable equipment provided said replacement does not increase tower loading of the Tower, as determined through a structural analysis conducted by an engineering company acceptable to LESSOR.

2. SURVEY. LESSOR also hereby grants to LESSEE the right to survey the Premises, and said survey shall then become Exhibit "C" which shall be attached hereto and made a part hereof, and shall control in the event of boundary and access discrepancies between it and Exhibit "A". Cost for such work shall be borne by LESSEE.

3. LEASE TERM; RENTAL; ELECTRICAL.

a. This Agreement shall be effective on the Effective Date, provided, however, the initial term shall be for five (5) years (the initial term and any extension option(s) exercised pursuant to Paragraph 4 are collectively referred to as the "Lease Term") and shall commence on the Commencement Date (as hereinafter defined) at which time rental payments shall commence and be due at a total annual rental of Twenty Eight Thousand Nine Hundred Eighty Nine and 24/100 Dollars (**$28,989.24**) to be paid in twelve (12) equal monthly installments of Two Thousand Four Hundred Fifteen and 77/100 Dollars ($2,415.77) on the first day of the month, in advance, to LESSOR or to such other person, firm or place as LESSOR may, from time to time, designate in writing at least thirty (30) days in advance of any rental payment date by written notice given in accordance with Paragraph 25 below. The Agreement shall commence on **September 1, 2022** (the "Commencement Date"). Upon agreement of the Parties, LESSEE may pay rental payments by electronic funds transfer and in such event, LESSOR agrees to provide to LESSEE bank routing information for such purpose upon written request of LESSEE.

b. For any party to whom rental payments are to be made, LESSOR or any successor in interest of LESSOR hereby agrees to provide to LESSEE certain documentation (the "Rental Documentation") evidencing LESSOR's interest in, and right to receive payments under, this Agreement, including without limitation: (i) documentation, acceptable to LESSEE in LESSEE's reasonable discretion, evidencing LESSOR's good and sufficient title to and/or interest in the Property and right to receive rental payments and other benefits hereunder; (ii) a complete and fully executed Internal Revenue Service Form W-9, or equivalent, in a form acceptable to LESSEE, for any Party to whom rental payments are to be made pursuant to this Agreement; and (iii) other documentation necessary under this Agreement and requested in writing by LESSEE in LESSEE's reasonable discretion. Notwithstanding anything to the contrary herein, LESSEE shall have no obligation to make any rental payments to any assignee(s), transferee(s) or other successor(s) in interest of LESSOR and LESSEE shall continue making rental payments directly to LESSOR until the Rental Documentation evidencing assignee(s), transferee(s) or other successor(s) of LESSOR's interest in, and right to receive rental payments under this Agreement has been supplied to LESSEE as provided herein.

c. The Parties acknowledge and agree that, pursuant to LESSEE's use and occupancy of the Premises under the Terminated Agreement (as defined in Paragraph 39 below), LESSEE has furnished and installed an electrical meter at the Premises. During the Lease Term LESSEE shall be permitted to maintain use of the electrical meter (and all other existing utility infrastructure) and LESSEE shall continue to pay the local utility company servicing the Premises for electrical power used by LESSEE's installation. LESSEE shall be permitted at any time during the Lease Term, to install, maintain and/or provide access to and use of, as necessary (during any power interruption at the Premises), a temporary power source, and all related Equipment and

appurtenances within the Premises, or elsewhere on the Property in such locations as reasonably approved by LESSOR. LESSEE shall have the right to install conduits connecting the temporary power source and related appurtenances to the Premises.

4. EXTENSIONS; EXPIRATION. Provided LESSEE is not in default of this Agreement beyond applicable notice and cure periods, LESSEE shall have four (4) options to extend the Lease Term for a period of five (5) years for each extension of the Lease Term. Each option must be exercised by LESSEE, if at all, by providing LESSOR written notice of its election to exercise the option at least three (3) months prior to the expiration of the then current Lease Term. Notwithstanding anything to the contrary herein, there shall be no extended Lease Term beyond September 1, 2048 (the "Extended Lease Term Expiration Date"), and this Agreement shall automatically expire on the Extended Lease Term Expiration Date. The Parties shall negotiate and enter into a new lease agreement for any lease and demise of the Premises after the Extended Lease Term Expiration Date.

5. EXTENSION RENTALS. In the event that LESSEE agrees to an extension of this Agreement pursuant to Paragraph 4 above, the annual rental for each five (5) year extension of the Lease Term shall be increased by 10% of the annual rental in effect during the immediately preceding five (5) year term.

6. [Intentionally Omitted]

7. TAXES. LESSEE shall have the responsibility to pay any personal property, real estate taxes, assessments, or charges owed on the Property which LESSOR demonstrates is the result of LESSEE's use of the Premises and/or the installation, maintenance, and operation of LESSEE's improvements, and any sales tax imposed on the rental payments (except to the extent that LESSEE is or may become exempt from the payment of sales tax in the jurisdiction in which the Property is located), including any increase in real estate taxes on the Property which LESSOR demonstrates arises from LESSEE's improvements and/or LESSEE's use of the Premises. LESSEE shall be responsible for the payment of any taxes, levies, assessments and other charges imposed including franchise and similar taxes imposed upon the business conducted by LESSEE at the Property. LESSOR shall be responsible for the payment of any taxes, levies, assessments and other charges (including franchise and similar taxes) imposed, if any, upon the business conducted by LESSOR at the Property, except to the extent that LESSOR is exempt by Law from paying any of the foregoing. Notwithstanding the foregoing, LESSEE shall not have the obligation to pay any tax, assessment, or charge that LESSEE is disputing in good faith in appropriate proceedings prior to a final determination that such tax is properly assessed provided that no lien attaches to the Property. Nothing in this Paragraph shall be construed as making LESSEE liable for any portion of LESSOR's income taxes in connection with any Property or otherwise. Except as set forth in this Paragraph, LESSOR shall have the responsibility to pay any personal property, real estate taxes, assessments, or charges owed on the Property and shall do so prior to the imposition of any lien on the Property.

LESSEE shall have the right, at its sole option and at its sole cost and expense, to appeal, challenge or seek modification of any tax assessment or billing for which LESSEE is wholly or partly responsible for payment. LESSOR shall reasonably cooperate with LESSEE at LESSEE's expense in filing, prosecuting and perfecting any appeal or challenge to taxes as set forth in the preceding sentence, including but not limited to, executing any consent, appeal or other similar document. In the event that as a result of any appeal or challenge by LESSEE, there is a reduction, credit or repayment received by LESSOR for any taxes previously paid by LESSEE, LESSOR agrees to promptly reimburse to LESSEE the amount of said reduction, credit or repayment. In the event that LESSEE does not have the standing rights to pursue a good faith and reasonable dispute of any taxes under this Paragraph, LESSOR will pursue such dispute at LESSEE's sole cost and expense upon written request of LESSEE.

8. USE; GOVERNMENTAL APPROVALS.

a. LESSEE shall use the Premises for the purpose of constructing, maintaining, repairing and operating a communications facility and uses incidental thereto. All improvements, Equipment, utilities, ground-based equipment, and conduits shall be at LESSEE's expense and their installation shall be at the discretion and option of LESSEE. During the Lease Term and any extensions thereof, LESSEE shall have the right to replace, repair, add or otherwise modify its Equipment, utilities, ground-based equipment, and/or conduits or any portion thereof and the frequencies over which the Equipment operates, whether specified or not on any exhibit attached hereto. Notwithstanding the foregoing to the contrary, at no time during the Lease Term or any extension thereof may LESSEE increase the structural loading of its Equipment on the Tower without first obtaining: (i) a structural analysis of the Tower which shall be delivered to LESSOR upon completion; and (ii) prior written approval of LESSOR, provided such approval shall not be unreasonably withheld, conditioned or delayed and further provided that such approval shall be deemed granted if LESSOR fails to respond within thirty (30) days any such request. All requests for LESSOR's written approval pursuant to the immediately preceding sentence must be submitted in writing to LESSOR at the notice address set forth in Paragraph 26 of this Agreement and must state that "*Union County's approval will be deemed granted if Union County fails to respond to this request for approval within thirty (30) days*" or language substantially similar to the foregoing.

b. It is understood and agreed that LESSEE's ability to use the Premises is contingent upon its obtaining after the Effective Date of this Agreement all of the certificates, permits and other approvals (collectively the "Governmental Approvals") that may be required by any Federal, State or Local authorities as well as satisfactory soil boring tests and structural analysis which will permit LESSEE's use of the Premises as set forth above. It is further understood and agreed that the Governmental Approvals, soil boring tests and structure analysis shall be at LESSEE's sole cost and expense. LESSOR shall cooperate with LESSEE in its effort to obtain such approvals and shall take no action which would adversely affect the status of the Premises with respect to the proposed use thereof by LESSEE. In the event that (i) any of such applications for such Governmental Approvals should be finally rejected; (ii) any Governmental Approval issued to LESSEE is canceled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority; (iii) LESSEE determines that such Governmental Approvals may not be obtained in a

timely manner; (iv) LESSEE determines that any soil boring tests or structural analyses are unsatisfactory; (v) LESSEE determines that the Premises is no longer technically or structurally compatible for its use, or (vi) LESSEE, in its reasonable discretion, determines that the use of the Premises is obsolete or unnecessary, LESSEE shall have the right to terminate this Agreement. Notice of LESSEE's exercise of its right to terminate shall be given to LESSOR in writing by certified mail, return receipt requested, and shall be effective upon the mailing of such notice by LESSEE, or upon such later date as designated by LESSEE. All rentals paid to said termination date shall be retained by LESSOR. Upon such termination, this Agreement shall be of no further force or effect except to the extent of the representations, warranties and indemnities, if any, made by each Party to the other hereunder. Otherwise, LESSEE shall have no further obligations for the payment of rent to LESSOR.

c. Both Parties understand and agree that in order to accommodate LESSEE's proposed tower equipment loading identified in **Exhibit B** it will be necessary to make certain repairs and modifications to the existing Tower. LESSEE shall be responsible for completing the repairs and modifications set forth in that certain Structural Modification Report prepared by Engineered Tower Solutions, PLLC dated December 10, 2021 (the "SMR"), which includes modifications that will increase the structural capacity of the Tower as well as the repair and replacement of that certain equipment and facilities of LESSOR damaged by LESSEE, including those certain crimped and damaged coax cables leading to LESSOR's antennas located at the top of the Tower. Following completion of the repairs and modifications detailed in the SMR and the installation of LESSEE's proposed Tower equipment loading set forth in **Exhibit B**, the Tower will have 88.1 Sufficient Capacity and the Tower foundation will have 77.4 Sufficient Capacity. Upon completing the installation of the Tower equipment identified in **Exhibit B** (as further detailed in the SMR), LESSEE shall not be allowed to make modifications to LESSEE's Tower equipment that would cause the Sufficient Capacity of the Tower (or the Tower foundation) to exceed 90%; provided, however, nothing herein shall prohibit LESSEE from installing the equipment specified in **Exhibit B** or equipment with less than or equivalent structural loading during the Lease Term. LESSEE shall bear the sole responsibility and costs associated with the repairs and modifications identified in the SMR. LESSEE shall complete the repairs and modifications identified in the SMR within a commercially reasonable time following the Effective Date.

9. INDEMNIFICATION. LESSEE shall indemnify and hold LESSOR harmless against any claim of liability or loss from personal injury or property damage resulting from or arising out of the negligence or willful misconduct of LESSEE, its officers, employees, contractors, invitees, or agents, except to the extent such claims or damages are caused by the negligence or willful misconduct of LESSOR, or its employees, contractors or agents.

10. INSURANCE.

a. [Intentionally omitted]

b. LESSEE will maintain at its own cost;

i. Commercial General Liability insurance with a limit of $2,000,000 per occurrence for bodily injury (including death) and for property damage and $2,000,000 general aggregate.

ii. Commercial Auto Liability insurance on all owned, non-owned and hired automobiles with a combined single limit of $1,000,000 each accident for bodily injury and property damage.

iii. Workers Compensation insurance providing the statutory benefits and Employers Liability of $1,000,000 each accident/disease/policy limit.

c. LESSOR shall maintain policies of insurance, insuring the Property against loss or damage as provided for political subdivisions under Applicable Law.

i. Upon written request of LESSOR, LESSEE shall deliver to Lessor certificates or other evidence of insurance for all required coverages hereunder.

ii. LESSEE's insurance policies required by this Agreement shall: (i) include LESSOR as an additional insured as its interest may appear under this Agreement on the Commercial General Liability and Auto Liability policies, and (ii) be maintained during the Lease Term. If any policy or coverage required hereunder is canceled, then LESSEE will use commercially reasonable efforts to notify LESSOR within thirty (30) days after receipt of written notice from its insurer.

11. LIMITATION OF LIABILITY. Except for any specific terms set forth in this Agreement, neither Party shall be liable to the other, or any of their respective agents, representatives, employees for any lost revenue, lost profits, loss of technology, rights or services, incidental, punitive, indirect, special or consequential damages, loss of data, or interruption or loss of use of service, even if advised of the possibility of such damages, whether under theory of contract, tort (including negligence), strict liability or otherwise.

12. [Intentionally omitted].

13. ACCESS TO TOWER. LESSOR agrees LESSEE shall have free access to the Tower at all times for the purpose of installing and maintaining the said Equipment. LESSOR shall furnish LESSEE with necessary means of access for the purpose of ingress and egress to this site and Tower location. It is agreed, however, that only authorized engineers, employees or properly authorized contractors of LESSEE or persons under their direct supervision will be permitted to enter the Premises.

14. TOWER COMPLIANCE. LESSOR covenants that it will keep the Tower as well as any portion of the Premises used and occupied by LESSOR in good condition and repair as required by all Laws (as defined in Paragraph 35 below). LESSOR shall also comply with all rules and regulations enforced by the Federal Communications Commission with regard to the lighting, marking and painting of towers. No materials may be used in the installation of the antennas or transmission lines that will cause corrosion or rust or deterioration of the Tower structure or its

appurtenances. All antenna(s) on the Tower must be identified by a marking fastened securely to its bracket on the Tower and all transmission lines are to be tagged at the conduit opening where it enters any user's equipment space.

15. Prior to the Effective Date of this Agreement, LESSOR shall supply to LESSEE copies of all structural analysis reports that have been obtained and/or prepared with respect to the Tower. Throughout the Lease Term or any extension thereof, LESSOR shall supply to LESSEE copies of all structural analysis reports that are obtained and/or prepared with respect to the Tower promptly after LESSEE's request for the same and LESSEE shall supply to LESSOR copies of all structural analysis reports prepared on LESSEE's behalf promptly after the completion of the same.

16. INTERFERENCE. LESSEE agrees to install Equipment of the type and frequency which will not cause harmful interference which is measurable in accordance with then existing industry standards to any equipment of LESSOR or other licensed wireless communications providers of the Property which existed on the Property prior to the Effective Date. In the event any after-installed LESSEE's Equipment causes such interference, and after LESSOR has notified LESSEE in writing of such interference, LESSEE will take all commercially reasonable steps necessary to correct and eliminate the interference, including but not limited to, powering down such Equipment and later powering up such Equipment for intermittent testing. In no event will LESSOR be entitled to terminate this Agreement or relocate the Equipment as long as LESSEE is making a good faith effort to remedy the interference issue. LESSOR agrees that LESSOR and/or any other tenants, occupants, or users of the Property who currently have or in the future take possession of, all or a part of, the Property will be permitted to install only such Equipment that is of the type and frequency which will not cause harmful interference which is measurable in accordance with then existing industry standards to the then existing Equipment of LESSEE. The Parties acknowledge that there will not be an adequate remedy at law for noncompliance with the provisions of this Paragraph and therefore, either Party shall have the right to equitable remedies, such as, without limitation, injunctive relief and specific performance.

17. REMOVAL AT END OF LEASE TERM. LESSEE shall, upon expiration of the Lease Term and any extension thereof, or within ninety (90) days after any earlier termination of the Agreement, remove its building(s), antenna(s), Equipment, conduits, fixtures and all personal property and restore the Premises to its original condition, reasonable wear and tear excepted. LESSOR agrees and acknowledges that all of the Equipment, conduits, fixtures and personal property of LESSEE shall remain the personal property of LESSEE, and LESSEE shall have the right to remove the same at any time during the Lease Term, whether or not said items are considered fixtures and attachments to real property under applicable Laws (as defined in hereinbelow). If such time for removal causes LESSEE to remain on the Premises after termination of this Agreement, LESSEE shall pay rental payments at the then existing monthly rate or on the existing monthly pro-rata basis if based upon a longer payment term, until such time as the removal of the building, antenna structure, fixtures and all personal property are completed.

18. HOLDOVER. LESSEE has no right to retain possession of the Premises or any part thereof beyond the expiration of that removal period set forth in Paragraph 17 herein, unless the Parties are negotiating a new lease or lease extension in good faith. In the event that the Parties are not in the process of negotiating a new lease or lease extension in good faith, LESSEE holds

over in violation of Paragraph 17 and this Paragraph 18, then the rental then in effect payable from and after the time of the expiration or earlier removal period set forth in Paragraph 17 shall be equal to the rental payment applicable during the month immediately preceding such expiration or earlier termination.

19. [Intentionally Omitted]

20. RIGHTS UPON SALE. Should LESSOR, at any time during the Lease Term decide (i) to sell or transfer all or any part of the Property or the Tower thereon to a purchaser other than LESSEE, or (ii) to grant to a third Party by easement or other legal instrument an interest in and to any portion of the Premises occupied by LESSEE for the purpose of operating and maintaining communications facilities or the management thereof, such sale or grant of an easement or interest therein shall be under and subject to this Agreement and any such purchaser or transferee shall recognize LESSEE's rights hereunder under the terms of this Agreement.

21. QUIET ENJOYMENT. LESSOR covenants that LESSEE, on paying rental payments when due and owing, and performing the covenants herein, shall peaceably and quietly have, hold and enjoy the Premises.

22. TITLE. LESSOR represents and warrants to LESSEE as of the execution date of this Agreement, and covenants during the Lease Term that LESSOR is seized of good and sufficient title and interest to the Property and has full authority to enter into and execute this Agreement. LESSOR further covenants during the Lease Term that there are no liens, judgments or impediments of title on the Property, or affecting LESSOR's title to the same and that there are no covenants, easements or restrictions which prevent or adversely affect the use or occupancy of the Premises by LESSEE as set forth above.

23. INTEGRATION. It is agreed and understood that this Agreement contains all agreements, promises and understandings between LESSOR and LESSEE and that no verbal or oral agreements, promises or understandings shall be binding upon either LESSOR or LESSEE in any dispute, controversy or proceeding at law, and any addition, variation or modification to this Agreement shall be void and ineffective unless made in writing signed by the Parties. In the event any provision of the Agreement is found to be invalid or unenforceable, such finding shall not affect the validity and enforceability of the remaining provisions of this Agreement. The failure of either Party to insist upon strict performance of any of the terms or conditions of this Agreement or to exercise any of its rights under the Agreement shall not waive such rights and such Party shall have the right to enforce such rights at any time and take such action as may be lawful and authorized under this Agreement, in law or in equity.

24. GOVERNING LAW. This Agreement and the performance thereof shall be governed, interpreted, construed and regulated by the Laws of South Carolina.

25. ASSIGNMENT. This Agreement may be sold, assigned or transferred by LESSEE without any approval or consent of LESSOR to LESSEE's principal, affiliates, subsidiaries of its principal or to any entity which acquires all or substantially all of LESSEE's assets in the market

defined by the Federal Communications Commission in which the Property is located by reason of a merger, acquisition or other business reorganization. LESSEE shall provide written notice to LESSOR following any such sale, assignment or transfer authorized under this Agreement. As to other parties, this Agreement may not be sold, assigned or transferred without the written consent of LESSOR, which such consent will not be unreasonably withheld, delayed or conditioned. No change of stock ownership, partnership interest or control of LESSEE or transfer upon partnership or corporate dissolution of LESSEE shall constitute an assignment hereunder.

26. NOTICES. All notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):

LESSOR: Union County, South Carolina
210 W. Main Street
Union, South Carolina 29379
Attention: County Supervisor

LESSEE: Cellco Partnership
d/b/a Verizon Wireless
180 Washington Valley Road
Bedminster, New Jersey 07921
Attention: Network Real Estate

Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

27. SUCCESSORS. This Agreement shall extend to and bind the heirs, personal representatives, successors and assigns of the Parties hereto.

28. SUBORDINATION AND NON-DISTURBANCE. At LESSOR's option, this Agreement shall be subordinate to any future master lease, ground lease, mortgage, deed of trust or other security interest (a "Mortgage") by LESSOR which from time to time may encumber all or part of the Property, including but not limited to the Premises; provided, however, as a condition precedent to LESSEE being required to subordinate its interest in this Agreement to any future Mortgage covering the Property, LESSOR shall obtain for LESSEE's benefit a non-disturbance and attornment agreement for LESSEE's benefit in the form reasonably satisfactory to LESSEE, and containing the terms described below (the "Non-Disturbance Agreement"), and shall recognize LESSEE's right to remain in occupancy of and have access to the Premises as long as LESSEE is not in default of this Agreement beyond applicable notice and cure periods. The Non-Disturbance Agreement shall include the encumbering party's ("Lender's") agreement that, if Lender or its successor-in-interest or any purchaser of Lender's or its successor's interest (a "Purchaser") acquires an ownership interest in the Premises or the Property, Lender or such

successor-in-interest or Purchaser will (1) honor all of the terms of the Agreement, (2) fulfill LESSOR's obligations under the Agreement, and (3) promptly cure all of the then-existing LESSOR defaults under the Agreement. The Non-Disturbance Agreement must be binding on all of Lender's participants in the subject loan (if any) and on all successors and assigns of Lender and/or its participants and on all Purchasers. In return for the Non-Disturbance Agreement, LESSEE will execute an agreement for Lender's benefit in which LESSEE (1) confirms that this Agreement is subordinate to the Mortgage or other real property interest in favor of Lender, (2) agrees to attorn to Lender if Lender becomes the owner of the Premises or the Property and (3) agrees to accept a cure by Lender of any of LESSOR's defaults, provided such cure is completed within the deadline applicable to LESSOR. In the event LESSOR defaults in the payment and/or other performance of any mortgage or other real property interest encumbering the Property, LESSEE, may, at its sole option and without obligation, cure or correct LESSOR's default and upon doing so, LESSEE shall be subrogated to any and all rights, titles, liens and equities of the holders of such mortgage or other real property interest and LESSEE shall be entitled to deduct and setoff against all rents that may otherwise become due under this Agreement the sums paid by LESSEE to cure or correct such defaults.

29. RECORDING. LESSOR agrees to execute a Memorandum of this Agreement which LESSEE may record with the appropriate recording officer. The date set forth in the Memorandum of Lease is for recording purposes only and bears no reference to commencement of either the Lease Term or rental payments. LESSEE agrees to promptly execute and deliver a recordable termination of the Memorandum of this Agreement following any termination or expiration of this Agreement.

30. DEFAULT.

a. In the event there is a breach by LESSEE with respect to any of the provisions of this Agreement or its obligations under it, including the rental payment, LESSOR shall give LESSEE written notice of such breach. After receipt of such written notice, LESSEE shall have fifteen (15) days in which to cure any monetary breach and thirty (30) days in which to cure any non-monetary breach, provided LESSEE shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and LESSEE commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. LESSOR may not maintain any action or effect any remedies for default against LESSEE unless and until LESSEE has failed to cure the breach within the time periods provided in this Paragraph.

b. In the event there is a breach by LESSOR with respect to any of the provisions of this Agreement or its obligations under it, LESSEE shall give LESSOR written notice of such breach. After receipt of such written notice, LESSOR shall have thirty (30) days in which to cure any such breach, provided LESSOR shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and LESSOR commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. LESSEE may not maintain any action or effect any remedies for default against LESSOR unless and until LESSOR has failed to cure the breach within

the time periods provided in this Paragraph. Notwithstanding the foregoing to the contrary, it shall be a default under this Agreement if LESSOR fails, within five (5) days after receipt of written notice of such breach, to perform an obligation required to be performed by LESSOR if the failure to perform such an obligation interferes with LESSEE's ability to conduct its business on the Property; provided, however, that if the nature of LESSOR's obligation is such that more than five (5) days after such notice is reasonably required for its performance, then it shall not be a default under this Agreement if performance is commenced within such five (5) day period and thereafter diligently pursued to completion.

31. REMEDIES. Upon a default, the non-defaulting Party may at its option (but without obligation to do so), perform the defaulting Party's duty or obligation on the defaulting Party's behalf, including but not limited to the obtaining of reasonably required insurance policies. The costs and expenses of any such performance by the non-defaulting Party shall be due and payable by the defaulting Party upon receipt of invoice therefor. In the event of a default by either Party with respect to a material provision of this Agreement, without limiting the non-defaulting Party in the exercise of any right or remedy which the non-defaulting Party may have by reason of such default, the non-defaulting Party may terminate this Agreement, subject to applicable notice and cure periods, and/or pursue any remedy now or hereafter available to the non-defaulting Party under the Laws of South Carolina.

32. ENVIRONMENTAL.

i. LESSOR shall be responsible for all obligations of compliance with applicable Federal, State and Local requirements governing environmental and industrial hygiene matters including, but not limited to, those set out in any applicable statute, regulation, order, legal decision or by common law, except to the extent that any failure to comply with a requirement is caused by the activities of LESSEE, its officers, employees, contractors, invitees, or agents. LESSOR agrees to sign any necessary waste manifest associated with the removal, transportation and/or disposal of soils excavated at the Property during construction of LESSEE's facility.

ii. LESSEE shall hold LESSOR harmless, defend and indemnify LESSOR from and assume all duties, responsibility and liability, at LESSEE's sole cost and expense, for all duties, responsibilities, and liability (for payment of penalties, sanctions, forfeitures, losses, costs, attorney's fees or damages) and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding which results or is alleged to have resulted from any (i) failure to comply with any legal requirement governing environmental or industrial hygiene matters but only to the extent that any such non-compliance is caused by LESSEE; and (ii) environmental or industrial hygiene conditions arising out of or in any way related to the condition of the Premises or activities conducted thereon but only to the extent that such environmental conditions are caused by LESSEE.

33. CASUALTY. In the event of damage by fire or other casualty to the Tower or Premises that cannot reasonably be expected to be repaired within forty-five (45) days following same or, if the Property is damaged by fire or other casualty so that such damage may reasonably

be expected to disrupt LESSEE's operations at the Premises for more than forty-five (45) days, then LESSEE may, at any time following such fire or other casualty, provided LESSOR has not taken substantial actions to complete the restoration required to permit LESSEE to resume its operation at the Premises, terminate this Agreement upon fifteen (15) days prior written notice to LESSOR. Any such notice of termination shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement and the Parties shall make an appropriate adjustment, as of such termination date, with respect to payments due to the other under this Agreement. Notwithstanding the foregoing, the rental shall abate during the period of repair following such fire or other casualty in proportion to the degree to which LESSEE's use of the Premises is impaired.

34. CONDEMNATION. In the event of any condemnation of all or any portion of the Premises, this Agreement shall terminate as to the part so taken as of the date the condemning authority takes title or possession, whichever occurs first. If as a result of a partial condemnation of the Premises or Tower, LESSEE, in LESSEE's reasonable discretion, is unable to use the Premises for the purposes intended hereunder, or if such condemnation may reasonably be expected to disrupt LESSEE's operations at the Premises for more than forty-five (45) days, LESSEE may, at LESSEE's option, to be exercised in writing within fifteen (15) days after LESSOR shall have given LESSEE written notice of such taking (or in the absence of such notice, within fifteen (15) days after the condemning authority shall have taken possession) terminate this Agreement. LESSEE may on its own behalf make a claim in any condemnation proceeding involving the Premises for losses related to the Equipment, conduits, fixtures, its relocation costs and its damages and losses (but not for the loss of its leasehold interest). Any such notice of termination shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement and the Parties shall make an appropriate adjustment as of such termination date with respect to payments due to the other under this Agreement. If LESSEE does not terminate this Agreement in accordance with the foregoing, this Agreement shall remain in full force and effect as to the portion of the Premises remaining, except that the rental shall be reduced in the same proportion as the rentable area of the Premises taken bears to the total rentable area of the Premises. In the event that this Agreement is not terminated by reason of such condemnation, LESSOR shall promptly repair any damage to the Premises caused by such condemning authority.

35. SUBMISSION OF AGREEMENT/PARTIAL INVALIDITY/AUTHORITY. The submission of this Agreement for examination does not constitute an offer to lease the Premises and this Agreement becomes effective only upon the full execution of this Agreement by the Parties. If any provision herein is invalid, it shall be considered deleted from this Agreement and shall not invalidate the remaining provisions of this Agreement. Each of the Parties hereto warrants to the other that the person or persons executing this Agreement on behalf of such Party has the full right, power and authority to enter into and execute this Agreement on such Party's behalf and that no consent from any other person or entity is necessary as a condition precedent to the legal effect of this Agreement.

36. APPLICABLE LAWS. During the Lease Term, LESSOR shall maintain the Property and all structural elements of the Premises in compliance with all applicable laws, rules, regulations, ordinances, directives, covenants, easements, zoning and land use regulations, and restrictions of record, permits, building codes, and the requirements of any applicable fire insurance underwriter or rating bureau, now in effect or which may hereafter come into effect (including, without limitation, the Americans with Disabilities Act and laws regulating hazardous substances) (collectively "Laws"). LESSEE shall, in respect to the condition of the Premises and at LESSEE's sole cost and expense, comply with (a) all Laws relating solely to LESSEE's specific and unique nature of use of the Premises; and (b) all building codes requiring modifications to the Premises due to the improvements being made by LESSEE on the Premises.

37. [Intentionally Omitted]

38. SURVIVAL. The provisions of the Agreement relating to indemnification from one Party to the other Party shall survive any termination or expiration of this Agreement. Additionally, any provisions of this Agreement which require performance subsequent to the termination or expiration of this Agreement shall also survive such termination or expiration.

39. CAPTIONS. The captions contained in this Agreement are inserted for convenience only and are not intended to be part of the Agreement. They shall not affect or be utilized in the construction or interpretation of the Agreement.

40. PRIOR TERMINATED AGREEMENT. LESSOR and LESSEE agree that this Agreement replaces the agreement between Union County, South Carolina and Cellco Partnership d/b/a Verizon Wireless dated September 9, 1992 and amended October 20, 2013 and June 16, 2014 referenced by LESSEE as Contract #2389 ("Terminated Agreement"). LESSOR and LESSEE acknowledge that notwithstanding the termination of the Terminated Agreement and the commencement of this Agreement, LESSEE may continue to make, and the LESSOR may continue to receive, rental and other payments pursuant to the Terminated Agreement. In such event, any rental or other payments made pursuant to the Terminated Agreement after its termination shall be applied and credited against any rentals or other payments due under this Agreement.

IN WITNESS WHEREOF, the Parties hereto have set their hands and affixed their respective seals the day and year first above written.

LESSOR:

Union County, South Carolina

By:_____

Print Name:_____

Title:_____

Date:_____

LESSEE:

Cellco Partnership d/b/a Verizon Wireless

By:_____

Print Name:_____

Title:_____

Date:_____

Exhibit A

Premises

(See Attached)

Exhibit B
Lessee's Equipment

Equipment: 15 antennas
6 RRUs
2 Raycaps
6 coaxial lines
2 Hybrid lines

Land Space: Parcel containing 50' x 50' for ground equipment and generator plus nonexclusive easements for ice bridge, and ground ring.

December 1, 2022

Kathy Jo Lancaster
Union County
Director of Community Development & Special Projects
107 East Main Street
Union, SC 29379

Dear Kathy Jo,

This letter represents my official notice of resignation as a member of the Union County Planning Commission effective immediately.

As a newly elected member of Union County Council, I feel that being active on the Planning Commission would be a conflict of interest. It has been with great pleasure to work alongside the Commission members, and I will always appreciate the knowledge that I gained. Please do not hesitate to reach out if I can be of any assistance moving forward.

Sincerely,

Annie Smith
Marketing and Development Director

C: 864-979-1818 | O: 864-424-8055
alsmith@mailbox.sc.edu | uscunion.sc.edu

University of South Carolina Union
309 E Academy St
Union, SC 29379

PLANNING COMMISSION
(4 Year Terms)

F. Everett Leigh
105 Sunset Drive
Union, S. C. 29379
Telephone No. (864) 441-4289 (Cell)
evereadysc@gmail.com
Term expires 12/31/22 (2nd term)
Recommended by Frank Hart – Appointed 2/12/19

Marie B. Knox
152 Plantation Way
Jonesville, S. C. 29353
Telephone No. (864) 427-4949 (Work)
(864) 466-7592 (Cell)
Knoxmarie@yahoo.com
Term expires 12/31/22 (1st term)
Recommended by Tracie Campbell (District 1) – Appointed 2/12/19

Annie Smith (Resigned 12-1-22)
376 Happy Valley Road
Union, S. C. 29379
Telephone No. (864) 979-1818
annielouisesmith@gmail.com
Term expires 12/31/24
Recommended by Ralph Tucker (District 2) – Appointed 6/8/21

Joey Mayes
3232 Mount Lebanon Road
Buffalo, S. C. 29321
Telephone No. (864) 680-3080
Jmayes73@charter.net
Term expires 12/31/24
Recommended by David Sinclair (District 3) – Appointed 5/11/21

Etta Rae Johnson
340 Sardis Road
Union, S. C. 29379
Telephone No. (864) 426-7970
(864) 424-9171
ERSJJA@gmail.com
Term expires 12/31/22 (2nd term)
Recommended by Ben Ivey (District 4) – Appointed 2/12/19

Lewis Jeter, III
514 Foster Street
Union, S. C. 29379
Telephone No. (864) 426-5838 (Cell)
ljeter333@gmail.com
Term expires 12/31/24
Recommended by Tommie Hill (District 5) – Appointed 5/11/21

William B. Jeter
115 Park Drive
Union, S. C. 29379
Telephone No. (864) 466-5578
jeterstores@gmail.com
Term expires 12/31/24
Recommended by John Flood (District 6) - Appointed 6/8/21