

RICHLAND COUNTY
COUNTY COUNCIL AGENDA



Tuesday, JUNE 08, 2021

6:00 PM

ZOOM MEETING

RICHLAND COUNTY COUNCIL 2021



Bill Malinowski
District 1
2018-2022



Derrek Pugh
District 2
2020-2024



Yvonne McBride
District 3
2020-2024



Paul Livingston
District 4
2018-2022



Allison Terracio
District 5
2018-2022



Joe Walker III
District 6
2018-2022



Gretchen Barron
District 7
2020-2024



Overture Walker
District 8
2020-2024



Jessica Mackey
District 9
2020-2024



Cheryl English
District 10
2020-2024



Chakisse Newton
District 11
2018-2022





Richland County Council

Regular Session
June 08, 2021 - 6:00 PM
Zoom Meeting

1. **CALL TO ORDER**

The Honorable Paul Livingston,
Chair Richland County Council

a. ROLL CALL

2. **INVOCATION**

The Honorable Overture Walker

3. **PLEDGE OF ALLEGIANCE**

The Honorable Overture Walker

4. **APPROVAL OF MINUTES**

The Honorable Paul Livingston

a. Regular Session: May 18, 2021 [PAGES 10-24]

b. Zoning Public Hearing: May 25, 2021 [PAGES 25-32]

c. Special Called Meeting: May 25, 2021 [PAGES 33-34]

5. **ADOPTION OF AGENDA**

The Honorable Paul Livingston

6. **REPORT OF THE ACTING COUNTY ATTORNEY
FOR EXECUTIVE SESSION ITEMS**

Elizabeth McLean,
Acting County Attorney

After Council returns to open session, Council may take action on any item, including any subsection of any section, listed on an executive session agenda or discussed in an executive session during a properly noticed meeting.

a. Personnel Matter: Clerk to Council Office

b. Contractual Matter/Legal Advice: 911 Center Proposal

7. **CITIZEN'S INPUT**

The Honorable Paul Livingston

- a. For Items on the Agenda Not Requiring a Public Hearing

8. CITIZEN'S INPUT

The Honorable Paul Livingston

- a. Must Pertain to Richland County Matters Not on the Agenda (Items for which a public hearing is required or a public hearing has been scheduled cannot be addressed at time.)

9. REPORT OF THE COUNTY ADMINISTRATOR

Leonardo Brown,
County Administrator

- a. Coronavirus Update [PAGES 35-41]

10. REPORT OF THE CLERK OF COUNCIL

Andrea Mathis,
Clerk to Council

11. REPORT OF THE CHAIR

The Honorable Paul Livingston

- a. Personnel Matter: Clerk to Council Office
- b. SC Association of Counties Scholarship Recognition: Ridha Fatima, Spring Valley High School

12. OPEN / CLOSE PUBLIC HEARINGS

The Honorable Paul Livingston

- a. Providing for the issuance of refunding revenue bonds in one or more series, tax-exempt or taxable, in an amount not to exceed \$18,000,000 to refund the County's outstanding Village at Sandhill Improvement District Assessment Revenue Bonds, Series 2004, and other matters relating thereto
- b. Providing for the issuance of General Obligation bonds in one or more series, tax-exempt or taxable, in an amount not to exceed \$13,000,000 to refund a portion of the County's outstanding General Obligation bonds; and other related matters
- c. Authorizing the execution and delivery of a fee-in-lieu of ad valorem taxes and incentive agreement by and between Richland County, South Carolina and Intertape Polymer Corp. to provide for payment of a fee-in-lieu of taxes; authorizing certain infrastructure credits; and other related matters

13. APPROVAL OF CONSENT ITEMS

The Honorable Paul Livingston

- a. 21-002 MA

John Swistak
PDD to RM-HD (2.6 Acres)
S/E Rice Meadow Way
TMS# R20310-07-02 & 03 [SECOND READING] [PAGES
42-43]

- b. 21-005 MA
James Charles Hester
RU to NC (2.12 Acres)
1220 Dutch Fork Road
TMS# R03303-01-01 [SECOND READING] [PAGES 44-45]
- c. 21-012MA
Wyman Shull
RU to RS-MD (0.144 Acres)
1111 A J Amick Road
TMS# R02414-02-32 (portion of) [SECOND READING] [PAGES
46-47]
- d. 21-013MA
Ryan Maltba
RDD to GC
4561 Hardscrabble Rd
TMS# R20300-04-15 [SECOND READING] [PAGES 48-49]
- e. Amending the “2015 Richland County Comprehensive Plan –
Putting the Pieces in Place”, by incorporating and adopting the
“Rediscover Sandhills” Neighborhood Master Plan into the Plan
[SECOND READING] [PAGES 50-51]
- f. FY2022 Dirt Road Paving Project List [PAGES 52-70]
- g. Operational Services - Award of Township Auditorium Boiler
Project [PAGES 71-74]
- h. Operational Services – Township Auditorium Lightening Upfit
[PAGES 75-78]
- i. Financial Audit Services [PAGES 79-81]
- j. Department of Public Works - Award of 80,000lb Excavator
[PAGES 82-85]
- k. Department of Public Works – County Line Trail [PAGES 86-95]
- l. Department of Public Works – Danbury Drainage Improvements
[PAGES 96-100]
- m. Conservation Commission – Award of Bridge & Dirt Road
Improvement Project [PAGES 101-121]

14. THIRD READING ITEMS

The Honorable Paul Livingston

- a. Providing for the issuance of refunding revenue bonds in one or more series, tax-exempt or taxable, in an amount not to exceed \$18,000,000 to refund the County's outstanding Village at Sandhill Improvement District Assessment Revenue Bonds, Series 2004, and other matters relating thereto **[PAGES 122-180]**
- b. Providing for the issuance of General Obligation bonds in one or more series, tax-exempt or taxable, in an amount not to exceed \$13,000,000 to refund a portion of the County's outstanding General Obligation bonds; and other related matters **[PAGES 181-203]**
- c. Authorizing the execution and delivery of a fee-in-lieu of ad valorem taxes and incentive agreement by and between Richland County, South Carolina and Intertape Polymer Corp. to provide for payment of a fee-in-lieu of taxes; authorizing certain infrastructure credits; and other related matters **[PAGES 204-238]**

15. REPORT OF DEVELOPMENT & SERVICES COMMITTEE

The Honorable Allison Terracio

- a. I move to evaluate affordable housing options to include the option of establishing an Affordable Housing Trust Fund for Richland County as a benefit to the public. Housing is considered to be “affordable” when 30% or less of one’s income is spent on housing and utilities. In Richland County, nearly half of renters pay more than a third of their income on rent and utilities **[TERRACIO] [PAGES 239-314]**

The Honorable Bill Malinowski

16. REPORT OF RULES & APPOINTMENTS COMMITTEE

a. NOTIFICATION OF APPOINTMENTS

1. Central Midlands Council of Governments - Five (5) Vacancies

- a. Vivian McCray **[PAGES 315-316]**
- b. Jeffery Hunter **[PAGES 317-322]**
- c. Stephanie O'Cain **[PAGES 323-325]**
- d. Wayne Gilbert **[PAGES 326-327]**
- e. William Simon **[PAGES 328-330]**
- f. Charles Appleby **[PAGES 331-336]**

- 2. East Richland Public Service Commission - Two (2) Vacancies
 - a. Bobby Freeman [PAGES 337-338]
 - b. John Kososki [PAGES 339-340]
 - c. Catherine Cook [PAGES 341-342]
- 3. Transportation Penny Advisory Committee - Five (5) Vacancies
 - a. Don Polite [PAGES 343-344]
 - b. Brenda Branic [PAGES 345-347]

17. REPORT OF THE TRANSPORTATION AD HOC COMMITTEE

The Honorable Overture Walker

- a. Three Rivers Greenway Boozer Property Conveyance [PAGES 348-353]

The Honorable Gretchen Barron

18. REPORT OF CORONAVIRUS AD HOC COMMITTEE

- a. COVID-19 Memorial [PAGES 354-355]
- b. Mask Ordinance/Safety Plan

The Honorable Paul Livingston

19. OTHER ITEMS

- a. A Resolution to appoint and commission Chappell Antonie Green as a Code Enforcement Officer for the proper security, general welfare, and convenience of Richland County [PAGE 356]
- b. A Resolution to appoint and commission Marcus Martell Haggwood, Sr. as a Code Enforcement Officer for the proper security, general welfare, and convenience of Richland County [PAGE 357]
- c. FY20 - District 11 Hospitality Tax Allocations [PAGES 358-359]
- d. FY20 - District 7 Hospitality Tax Allocations [PAGES 360-361]

Elizabeth McLean,
Acting County Attorney

20. EXECUTIVE SESSION

After Council returns to open session, Council may take action on any item, including any subsection of any section, listed on an executive session agenda or discussed in an executive session during a properly noticed meeting.

21. MOTION PERIOD

- a. I move to name June as Pride Month in Richland County
[PAGE 362]

The Honorable Allison Terracio

22. ADJOURNMENT



Special Accommodations and Interpreter Services Citizens may be present during any of the County's meetings. If requested, the agenda and backup materials will be made available in alternative formats to persons with a disability, as required by Section 202 of the Americans with Disabilities Act of 1990 (42 U.S.C. Sec. 12132), as amended and the federal rules and regulations adopted in implementation thereof. Any person who requires a disability-related modification or accommodation, including auxiliary aids or services, in order to participate in the public meeting may request such modification, accommodation, aid or service by contacting the Clerk of Council's office either in person at 2020 Hampton Street, Columbia, SC, by telephone at (803) 576-2061, or TDD at 803-576-2045 no later than 24 hours prior to the scheduled meeting.



Richland County Council
Regular Session
May 18, 2021 – 6:00 PM
Zoom Meeting

COMMITTEE MEMBERS PRESENT: Paul Livingston Chair, Yvonne McBride, Vice-Chair, Bill Malinowski, Derrek Pugh, Allison Terracio, Joe Walker, Gretchen Barron, Overture Walker, Cheryl English and Chakisse Newton

OTHERS PRESENT: Leonardo Brown, Tamar Black, Angela Weathersby, Ashiya Myers, John Thompson, Lori Thomas, Bill Davis, Dwight Hanna, Clayton Voignier, Judy Cater, Michael Niermeier, Randy Pruitt, Kyle Holsclaw, Sandra Haynes, Stacey Hamm, Michael Byrd, Ronaldo Myers, Jeff Ruble, Brittney Hoyle-Terry and Andrea Mathis, Dale Welch, Lauren Hogan, Chris Eversmann, Brian Crooks, Jessica Mancine, Dante Roberts and Geo Price

1. **CALL TO ORDER** – Mr. Livingston called the meeting to order at approximately 6:00 PM.
2. **INVOCATION** – The Invocation was led by the Honorable Jesica Mackey.
3. **PLEDGE OF ALLEGIANCE** – The Pledge of Allegiance was led by the Honorable Jesica Mackey.
4. **PRESENTATION OF PROCLAMATIONS**
 - a. A Proclamation Recognizing May 2021 as Bike Month in Richland County [TERRACIO and BARRON] – Ms. Terracio read the proclamation into the record.
 - b. A Proclamation Proclaiming May 24, 2021 as “Meatless Monday” in Richland County [TERRACIO, O. WALKER, BARRON and McBRIDE] – Ms. Terracio read the proclamation into the record.

POINT OF PERSONAL PRIVILEGE – Ms. Terracio recognized Ms. Sue Doran to make remarks regarding “Meatless Monday”.
 - c. A Proclamation Honoring “National Public Works Week”: May 16-22, 2021 – Ms. Mathis read the proclamation into the record.

APPROVAL OF MINUTES

5.
 - a. Regular Session: May 4, 2021 – Ms. McBride moved, seconded by Mr. Pugh, to approve the minutes as distributed.

In Favor: Malinowski, Pugh, McBride, Livingston, Terracio, J. Walker, Barron, O. Walker, Mackey, English and Newton

The vote in favor was unanimous.

Regular Session
May 18, 2021

-1-

6. **ADOPTION OF AGENDA** – Mr. Malinowski requested to remove Items 17(a)(2), (3), and (4).

Ms. McBride moved, seconded by Mr. Pugh, to adopt the agenda as amended.

In Favor: Malinowski, Pugh, McBride, Livingston, Terracio, J. Walker, Barron, O. Walker, Mackey, English and Newton

The vote in favor was unanimous.

REPORT OF THE ACTING COUNTY ATTORNEY FOR EXECUTIVE SESSION ITEMS

7.

- a. Richland County vs. SCDOR/Reames: Legal Update/Legal Advice/Settlement Discussions
- b. Richland County Face Mask Ordinance Extension: Legal Advice
- c. 911 Call Center Proposal: Contractual/Legal Advice
- d. County Attorney Search Update

Mr. Malinowski moved, seconded by Mr. O. Walker, to defer Item 7(a).

In Favor: Malinowski, Pugh, McBride, Livingston, Terracio, Barron, O. Walker, Mackey, English and Newton.

Opposed: J. Walker

The vote was in favor.

Ms. Terracio moved, seconded by Ms. McBride, to go into the Executive Session to take up Item 7(d): County Attorney Search Update.

In Favor: Pugh, McBride, Livingston, Terracio, Barron, O. Walker, Mackey, English and Newton

Opposed: Malinowski and J. Walker

The vote in favor.

Council went into Executive Session at approximately 6:22 PM and came out at approximately 7:02 PM

Ms. Barron moved, seconded by Ms. Newton, to come out of Executive Session.

In Favor: Malinowski, Pugh, McBride, Livingston, Terracio, J. Walker, Barron, O. Walker, Mackey, English and Newton

The vote in favor was unanimous.

County Attorney Search Update – Ms. McBride moved, seconded by Mr. Pugh, to move forward with using the job description, as discussed, and to conduct the job announcement for the County Attorney position.

In Favor: Malinowski, Pugh, McBride, Livingston, Terracio, J. Walker, Barron, O. Walker, Mackey, English and Newton

The vote in favor was unanimous.

Ms. Newton moved, seconded by Mr. O. Walker, to reconsider this item.

Opposed: Malinowski, Pugh, McBride, Livingston, Terracio, J. Walker, Barron, O. Walker, Mackey, English and Newton

The motion for reconsideration failed.

8. **CITIZEN'S INPUT**

- a. For Items on the Agenda Not Requiring a Public – Mr. Larry Smalls provided comments regarding the face mask ordinance.

9. **CITIZEN'S INPUT**

- a. Must Pertain to Richland County Matters Not on the Agenda (Items for which a public hearing is required or a public hearing has been scheduled cannot be addressed at time.) – No comments were received for this item.

10. **REPORT OF THE COUNTY ADMINISTRATOR**

- a. Coronavirus Update – Mr. Brown stated from the percent positive for the County was 3.9%, which remains below the 5% goal. We are still showing that we are in the moderate range; however, the overall number are declining.

The County has approved \$1.5M in approved payments through the Rental Assistance Program. In the agenda packet, there is a breakdown of individuals by zip code, as well as a breakdown of approved applications by zip code. Additionally, on p. 29, there is a projection of when the ERA funds will be expended. This program was designed to get fast spending of the funds out to the community. The entities that spend the funds slowly, could potentially have remaining funds moved to agencies that have spent at least 65% of the funds.

Ms. Newton stated, for clarification, our goal is to expend at least 65% of the funds, so we are eligible for additional funds.

Mr. Brown responded in the affirmative.

Ms. Mackey inquired if the State has opened up their application process, and if it has caused any confusion with the County's process.

Mr. Brown responded the State has opened up their program. The County has met with the State to coordinate efforts. To his knowledge, there has not been a decrease in the number of citizens applying through the County.

Ms. McBride inquired about the number of individuals that have received funding.

Mr. King responded approximately 364 residents have received assistance.

Ms. McBride stated she is more interested in working with individuals in need, and not the percentage of funds we have left. She noted she has spoken with community workers/individuals that have not heard of the program. She would like the County to consider piloting a program with some of the non-profits in the community to see if we can reach individuals in need.

Mr. Brown stated the Government and Community Services has been working on engaging the faith-based community.

Ms. Barron noted "boots on the ground" community canvassing would serve us well. She likes the idea of partnering with organizations to disseminate the information about the funding.

Ms. English noted many of the faith-based organizations have established foundations that can assist, and are willing to work with the County on this initiative.

Mr. Brown noted there is new guidance from the CDC for fully vaccinated people.

- b. Land Development Code Rewrite – Mr. Brown stated, his understanding is, the County engaged a consultant for the Code Rewrite. The consultant projected a completion date of 2 years, but it has been approximately 4 years since the project began. The consultant is attempting to complete the project and produce a product for Richland County. Staff will be providing a robust timeline and outlook concerning this item since 2017. In addition, there will be upcoming public forums available for citizens to participate. First Reading/Public Hearing is slated for June 22, with Second Reading and Third Reading/Public Hearing occurring July 13 and July 20, respectively.

Mr. O. Walker inquired about noticing these public forums for the citizens.

Mr. Crooks responded an initial notice has been provided through the PIO Office. In addition, they have worked with Government and Community Services to provide information through their various newsletters. There is a plan to provide a printed copy at the library branches.

Ms. Newton inquired if the copies at the library are for citizens to take with them, or only to review at the library.

Mr. Crooks responded intent is for the citizens to only review the plan at the library.

Ms. Newton requested a "cheat sheet" for those individuals that do not want to review the entire document.

Ms. McBride inquired about the cost to engage the consultant.

Mr. Brown responded he believes the cost was approximately \$225,000.

Ms. McBride inquired if the consultants are involved in the community meetings.

Mr. Crooks responded County staff will be leading the meetings.

Ms. McBride noted the questionnaire provided to Councilmembers were open ended. She inquired if there was a questionnaire that had choices to be selected from.

Mr. Crooks responded he believes that was possible. Staff was looking for Council's opinion, and they will be looking at those at the work session.

Mr. Malinowski inquired about the length of each public forum meeting.

Mr. Crooks responded the meetings are scheduled for 1 ½ hours, but the time can be expanded.

Mr. Malinowski noted there are conflicts with the budget meetings and the public forum meetings. He believes there should have been better coordination with the scheduling of the public meetings.

Ms. Mackey stated she believes there needs to be a more robust public engagement effort because of the amount of work and time we have put into this document. She requested a public engagement plan, so Council knows all of the opportunities the constituents have to get involved. In addition, there needs to be more than virtual meetings.

Mr. Brown stated the consultant, at this point, is looking to know what information they have developed where there are questions or needs to be addressed so they can wrap the engagement with the County up. Prior to COVID-19, there was direct citizen engagement associated with this project.

Ms. Newton noted, although it is true there have been opportunities for the public to engage, there are large swaths of the community who were unaware of the process. Therefore, we need to find a way to bridge the gap.

11. **REPORT OF THE CLERK OF COUNCIL** – Ms. Mathis provided Council the dates of the upcoming meetings.

Ms. Black will be contacting each Council member to schedule 5-minute interviews with PIO staff.

12. **REPORT OF THE CHAIR** – No report was given.

13. **OPEN / CLOSE PUBLIC HEARINGS**

- a. Authorizing the expansion of the boundaries of the I-77 Corridor Regional Industrial Park jointly developed with Fairfield County to include certain property located in Richland County; the execution and delivery of a public infrastructure credit agreement to provide for public infrastructure credits to Catawba Apartments, LLC, a company previously identified as Project Catawba; and other related matters – No comments were received for this item.

14. **THIRD READING ITEMS**

- a. Authorizing the expansion of the boundaries of the I-77 Corridor Regional Industrial Park jointly developed with Fairfield County to include certain property located in Richland County; the execution and delivery of a public infrastructure credit agreement to provide for public infrastructure credits to Catawba Apartments, LLC, a company previously identified as Project Catawba; and other related matters – Ms. McBride moved, seconded by Ms. Barron, to approve this item.

Ms. Terracio stated, it is her understanding, the developer has been working with the City of Columbia regarding some commitments. She requested those commitments be shared with the County.

Mr. Tushar Chikhliker, Nexsen Pruet, stated there have been a number of meetings with the City of Columbia, the neighborhood and USC to understand their concerns, and have come to an agreement on additional commitments. The commitments largely fall into the categories of affordable housing and safety.

Mr. Adam Beck stated they have agreed to make 14 of the 278 units (5%) income restricted, with 5 being limited to 50% of the median income, and the remaining 80% of the median income. The leasing will be done by the unit and not by the bed. They have been working with the City of Columbia and USC on some safety concerns related to a railroad crossing on Lincoln Street. Funds have been committed to help approve the stormwater runoff and the wetlands areas on the eastern border of the project. There have been discussions with the COMET to add a bus stop for the residents on the northeast corner of Catawba Street.

Ms. Terracio inquired if there have been any thoughts about holding tenants accountable for their actions, and being good neighbors.

Mr. Beck responded the project will be self-managed, and will not be managed by a third-party company. He stated they will be conducting background checks, and all tenants will be required to sign a code of conduct.

Ms. Terracio inquired about the status of this item with the City of Columbia.

Mr. Chikhliker responded the project has received First Reading with the City. They are working with the City of Columbia on how to document the commitments. The hope is to be able to move forward with Second Reading at the June 1st City Council meeting.

In Favor: Pugh, McBride, Livingston, Terracio, J. Walker, Barron, O. Walker, English and Newton

Opposed: Malinowski

Ms. Mackey recused herself from the vote due to her parent company representing the client.

The vote was in favor.

Ms. McBride moved, seconded by Ms. Barron, to reconsider this item.

In Favor: Malinowski

Opposed: Pugh, McBride, Livingston, Terracio, J. Walker, Barron, O. Walker, English and Newton

The motion for reconsideration failed.

15. **SECOND READING ITEMS**

- a. Providing for the issuance of refunding revenue bonds in one or more series, tax-exempt or taxable, in an amount not to exceed \$18,000,000 to refund the County's outstanding Village at Sandhill Improvement District Assessment Revenue Bonds, Series 2004, and other matters relating thereto – Ms. Mackey moved, seconded by Ms. McBride, to approve this item.

In Favor: Malinowski, Pugh, McBride, Livingston, Terracio, J. Walker, Barron, O. Walker, Mackey,

**Regular Session
May 18, 2021**

-6-

English and Newton

The vote in favor was unanimous.

- b. Providing for the issuance of General Obligation bonds in one or more series, tax-exempt or taxable, in an amount not to exceed \$13,000,000 to refund a portion of the County's outstanding General Obligation bonds; and other related matters – Ms. McBride moved, seconded by Ms. Barron, to approve this item.

In Favor: Malinowski, Pugh, McBride, Livingston, Terracio, J. Walker, Barron, O. Walker, Mackey, English and Newton

The vote in favor was unanimous.

- c. Authorizing the execution and delivery of a fee-in-lieu of ad valorem taxes and incentive agreement by and between Richland County, South Carolina and Project Curb to provide for payment of a fee-in-lieu of taxes; authorizing certain infrastructure credits; and other related matters – Ms. McBride moved, seconded by Ms. Barron, to approve this item.

Mr. Malinowski requested Exhibit A be provided by Third Reading.

Ms. Terracio requested a brief description of this project.

Ms. McBride stated this is a proposed FILOT to support the expansion of an existing manufacturer of packaging materials located near Blythewood. The expansion represented a capital investment of \$21M and the creation of 165 new jobs at an average wage of \$17/hr.

In Favor: Malinowski, Pugh, McBride, Livingston, Terracio, J. Walker, Barron, O. Walker, Mackey, English and Newton

The vote in favor was unanimous.

- d. Authorizing the execution and delivery of a fee-in-lieu of ad valorem taxes and incentive agreement by and between Richland County, South Carolina and a company known for the time being as Project Coyote, to provide for payment of a fee-in-lieu of taxes; authorizing certain infrastructure credits; and other related matters – Ms. McBride moved, seconded by O. Walker, to approve this item.

Ms. McBride stated this is a proposed FILOT for an existing manufacturer of building materials that is considering the consolidation of operations to Richland County, and an expansion of their existing operations. The project represents an investment of \$4.8M and the creation of 20 new jobs at an average wage of more than \$21/hr.

Ms. Newton noted she would like to have a discussion about the County's FILOT agreements and the threshold for them.

In Favor: Malinowski, Pugh, McBride, Livingston, Terracio, J. Walker, Barron, O. Walker, Mackey, English and Newton

The vote in favor was unanimous.

16. **REPORT OF ECONOMIC DEVELOPMENT COMMITTEE**

- a. A Resolution (1) approving the assignment to Treap the Row at the Stadium Owner LLC of all the rights, interests, and obligations of Reign Living WB, LLC (as successor in interest by assignment to Reign Living Columbia, LLC (f/k/a Reign Living LLC) (“Reign Living”) under that certain infrastructure credit agreement Reign Living and Richland County, South Carolina (“Credit Agreement”); (2) authorizing the County’s execution and delivery of an assignment and assumption of infrastructure credit agreement in connection with such assignment ; and (3) authorizing other matters related thereto – Ms. McBride stated this a resolution to approve the assignment of the County’s infrastructure credit agreement with Reign Living to a new owner, Treap the Row at the Stadium Owner, LLC, and to allow the County to execute documents associated with the transfer. The committee recommended approval of this item.

In Favor: Pugh, McBride, Livingston, J. Walker, Barron, O. Walker, English and Newton

Opposed: Malinowski and Terracio

Ms. Mackey recused herself from the vote due to her parent company representing the client.

The vote was in favor.

Ms. McBride moved, seconded by Ms. Newton, to reconsider this item.

In Favor: Malinowski and Terracio

Opposed: Pugh, McBride, Livingston, J. Walker, Barron, O. Walker, English and Newton

The motion for reconsideration failed.

Mr. J. Walker requested confirmation that this item does not require 3 Readings and a public hearing.

Ms. McLean confirmed the item only required one reading.

17. **REPORT OF RULES & APPOINTMENTS COMMITTEE**

I. NOTIFICATION OF APPOINTMENTS

- a. Community Relations Council – 8 – Mr. Malinowski stated the committee recommended appointing Mr. William Zachery Riley, Mr. Derrick Fickling, Ms. Maranda J. Williams, Ms. Kira Person, Ms. Heather Singleton, Ms. Yvonne Murray-Boyles, Ms. Demestress “Dee” Bell-Williams and Ms. Jonnieka Farr.

Ms. Barron noted Mr. William Zachery Riley and Ms. Jonnieka Farr are incumbents.

In Favor: Malinowski, Pugh, McBride, Livingston, Terracio, J. Walker, Barron, O. Walker, Mackey, English and Newton

The vote in favor was unanimous.

- b. Transportation Penny Advisory Committee – 5 – This item was held in committee.

**Regular Session
May 18, 2021**

-8-

c. Hospitality Tax Advisory Committee – 5 – This item was held in committee.

d. Board of Assessment and Appeals – 1 – This item was held in committee.

18. **REPORT OF THE EMPLOYEE EVALUATION AND OVERSIGHT AD HOC COMMITTEE** – This item was taken up during Executive Session.

19. **OTHER ITEMS**

a. Taylor's Community Improvement Funds – Mr. Brown stated this item was previously before Council, and was deferred to address Council's questions. The responses to those questions can be found in the agenda packet. He noted the Government and Community Services Department were able to locate an existing homeowners/neighborhood group.

Mr. Malinowski noted, on p. 335, it states, "Depending on the measures implemented, limited maintenance costs may be associated with the projects..." He contends these are private funds going for private use. There should be no taxpayer dollars used for maintenance.

Mr. Malinowski moved, seconded by Mr. J. Walker, to provide the funds to the homeowner association and expended according to the agreement.

Ms. Barron made a friendly amendment to receive an update on if the funds were expended within the guidelines provided in the agreement.

Ms. Terracio inquired if Legal had any concerns.

Ms. McLean responded she did not have any concerns, as long as the language provided is complied with. She does agree with having some measure of control so the County knows what is happening with the funds.

Ms. Newton inquired, if this is approved, will a document come back to the body that outlines the parameters.

Mr. Malinowski stated, if it is the will of Council, the document can come back before it is provided to the community.

In Favor: Malinowski, Pugh, McBride, Livingston, Terracio, J. Walker, Barron, O. Walker, Mackey, English and Newton

The vote in favor was unanimous.

b. Intergovernmental Agreement with the Town of Arcadia Lakes – Mr. Brown stated this item was previously before Council. The responses to Council's questions can be found on p. 398 in the agenda packet.

Ms. McBride moved, seconded by Mr. Malinowski, to approve staff's recommendation.

Mr. Malinowski inquired about the updates to the agreement.

Ms. Hogan responded language was added to address if additional costs were incurred.

In Favor: Malinowski, Pugh, McBride, Livingston, Terracio, J. Walker, Barron, O. Walker, Mackey, English and Newton

The vote in favor was unanimous.

Mr. Malinowski moved, seconded by Mr. J. Walker, to reconsider this item.

Opposed: Malinowski, Pugh, McBride, Livingston, Terracio, J. Walker, Barron, O. Walker, Mackey, English and Newton

The motion for reconsideration failed.

- c. FY21 – District 4 Hospitality Tax Allocation – Ms. McBride moved, seconded by Ms. Barron, to approve this item.

In Favor: Malinowski, Pugh, McBride, Livingston, Terracio, Barron, O. Walker, Mackey, English and Newton

Opposed: J. Walker

The vote was in favor.

Ms. McBride moved, seconded by Mr. Malinowski, to reconsider this item.

In Favor: J. Walker

Opposed: Malinowski, Pugh, McBride, Livingston, Terracio, Barron, O. Walker, Mackey, English and Newton

The motion for reconsideration failed.

20. EXECUTIVE SESSION

- a. Richland County Face Mask Ordinance Extension: Legal Advice

- b. 911 Center Proposal: Contractual/Legal Advice

Mr. Malinowski moved, seconded by Mr. J. Walker, to end Richland County's face mask ordinance requirement.

Mr. Livingston inquired if the face mask ordinance extension has to be taken up in Executive Session.

Ms. McLean responded Council is not required to go into Executive Session, it is always at the discretion of Council.

Ms. Terracio noted the current ordinance is set to expire on June 5th. She inquired, if Council cancelled the ordinance today, what effect would that have on County staff and the libraries.

Ms. McLean responded Council, and the Administrator, make rules about public buildings whether they are in an ordinance or not. The ordinance relates to businesses, and other areas in Richland

**Regular Session
May 18, 2021**

-10-

County. There is not anything stopping a business entity from requiring a face mask.

Ms. Terracio requested the Administrator to address how cancelling the face mask ordinance would affect County staff.

Mr. Brown stated this would not prohibit staff members from wearing masks. In terms of County facilities, we could still have screenings and face mask requirements. He inquired if it is Council's intent that citizens would be able to enter County facilities, and not be required to wear a mask.

Ms. Terracio inquired if the Administrator would be able to require masks in County facilities through policy.

Mr. Brown responded, if Council removes the mask ordinance, he would have the ability to communicate that masks are not required, but staff and citizens could wear a mask if they so choose.

Ms. McLean inquired if Mr. Malinowski's intent is to repeal the current ordinance.

Mr. Malinowski responded in the affirmative.

Ms. Mackey stated her concern is if County staff will be able to quickly make the transition.

Mr. Brown responded there are staff members attending the meeting that could share the information when they come into the office tomorrow. The signage would be able to be changed within a day.

Ms. Mackey noted she is still concerned about the safety of the County employees and those citizens coming into the County facilities. She does not believe there is proper measures in place.

Ms. Barron stated she is also concerned about staff and the citizens. The information provided by the CDC states it is safe for vaccinated individuals to not wear masks. If individuals are not vaccinated they need to continue to wear a mask. She requested Council to take into consideration the safety of the County staff and the citizens they will come into contact with.

Mr. Malinowski noted the Administrator still has the ability to make it a requirement that employees who are not vaccinated must wear their masks.

Ms. Newton made a substitute motion, Ms. McBride, to continue the mask ordinance, until its expiration on June 5th. During that time, we dramatically increase our efforts to promote vaccinations in Richland County, and mask wearing among those that are not vaccinated.

Mr. Pugh noted Council is making a decision about rescinding the mask ordinance on a Zoom meeting because we do not feel comfortable with meeting in Chambers.

Mr. Malinowski inquired what happens when June 5th comes and only 5% more are vaccinated. Will the mask ordinance be extended again?

Ms. Newton responded she would prefer to have the mask ordinance stay in place until there was a higher vaccination rate, but she recognizes, in this environment, she does not think it is practical. She suggested using the next 2 weeks to come up with a plan to address employee and constituent safety in County facilities.

Mr. Malinowski noted he would support Mr. Brown taking the precautions he feels necessary in relation to County buildings and staff.

Ms. Terracio inquired if the Governor's Order would prevent the County from letting the mask ordinance to run its course.

Ms. McLean responded she did not feel comfortable addressing Ms. Terracio's question in open session.

Mr. Livingston inquired, if the ordinance was suspended, would individuals entering County buildings be required to wear masks.

Ms. McLean responded that would be at the discretion of Council and the Administrator. She noted this would not apply to buildings the Administrator does not have control over (i.e. Township, libraries).

Mr. Livingston inquired what portions of the current ordinance are in conflict with CDC guidelines.

Ms. McLean responded she does not believe the CDC guidelines were mentioned in any clause; therefore, she does not think there is an issue.

Mr. J. Walker stated the CDC guidance that has been issued indicates those vaccinated should be afforded the opportunity to enjoy the results of the vaccination. Therefore, why would we not immediately look at the opportunity to lift the mask ordinance off of those that have taken the steps to be vaccinated?

Mr. J. Walker made a second substitute motion, seconded by Ms. Terracio, to not rescind the existing mask ordinance, but to omit those who have been fully vaccinated, and readdress the mask ordinance on June 5th.

Ms. McLean stated she is concerned about amending an emergency ordinance in this manner. She indicated you can pass an emergency ordinance with one reading; however, is the amendment an emergency as well.

Mr. J. Walker requested a recommendation to achieve the intent of his motion, within the parameters that Legal believes is appropriate.

Ms. McLean responded, unfortunately, she is not sure how to assist Mr. J. Walker. The only options with an ordinance are 3 readings and a public hearing or an emergency ordinance. If Council is going to take a vote that the amendment is an emergency, you could do that.

Mr. Livingston stated, for clarification, if we were to keep the ordinance in place, but not enforce it on individuals who are fully vaccinated, it would be a problem.

Ms. McLean responded we should fully enforce the ordinance. There is not really a way to have an ordinance, and not enforce it on certain individuals.

Ms. Newton stated her concern is that we have time to craft County policies for County buildings. We can allow private businesses/employers handle the guidelines the way they want.

Ms. McBride called for the question, seconded by Ms. Newton.

In Favor: Malinowski, McBride, Livingston, Terracio, J. Walker

Opposed: Pugh, Barron, O. Walker, English and Newton

The motion to call for the question failed.

Mr. J. Walker stated, based on Ms. McLean's statement, he would suggest this is absolutely a change in the current state of emergency, and as we continue to receive guidance from national level healthcare providers, it is appropriate that we amend our ordinances, as guidance is received.

Mr. O. Walker inquired, if Council decides to make an amendment to the ordinance, and make it effective immediately, it would have to be an emergency. It is his understanding, we cannot just declare an emergency, there have to be reasons stated.

Ms. McLean responded in the affirmative.

Mr. O. Walker inquired, if we are going to amend by the conventional means, we would have to go through 3 readings.

Ms. McLean responded in the affirmative.

Mr. O. Walker stated he does not know how making an amendment to the ordinance would be tantamount to an emergency. He noted we need to think hard about making an amendment without having a reason, or basis, for declaring what the new emergency is.

Mr. Livingston responded, by excluding those individuals that have been vaccinated, it may help increase the number of persons being vaccinated.

Ms. Barron inquired if we are dealing with an emergency.

Ms. McLean responded Council will need to make that decision. In the original emergency ordinance, Council made some findings and declarations about the emergency, so Council would need to do the same thing in this instance.

Ms. Barron inquired, if we are to deem this an emergency, we would need proper documentation and/or statement.

Ms. McLean responded in the affirmative.

Ms. Barron requested Mr. Brown's thoughts on moving forward with the amended emergency ordinance.

Mr. Brown responded he would communicate to staff that anyone who wants to continue to wear a mask, whether vaccinated or not, he would support them wearing a mask. We have screenings in place, and we will continue to offer those screenings. We also have protective shields in place, and social distancing would continue to be in place. He would continue to encourage people to become vaccinated. He inquired, from Council's perspective, would they expect citizens to be allowed into the County buildings without masks.

Ms. McBride noted, if we passed the second substitute motion, there would be no way to monitor who is required to wear a mask.

In Favor: Malinowski and J. Walker

Opposed: McBride, Livingston, Terracio, Barron, O. Walker, Mackey, English and Newton

The vote on the second substitute motion failed.

Mr. J. Walker stated, for the record, a comment was made about there being 3 non-rabid dogs and 7 rabid dogs, and being concerned about the 7 rabid dogs. His concern is about the 3 non-rabid dogs that are locked up unnecessarily. The continuation of the mask ordinance continues to reek of overreach by a municipal level government, even when the national guidance flies in the face of it.

In Favor: Pugh, McBride, Livingston, Terracio, Barron, O. Walker, Mackey, English and Newton

Opposed: Malinowski and J. Walker

The vote was in favor of the substitute motion.

Ms. Barron moved, seconded by Ms. McBride, to reconsider this item.

In Favor: Malinowski, Terracio and J. Walker

Opposed: Pugh, McBride, Livingston, Barron, O. Walker, Mackey, English and Newton

The motion for reconsideration failed.

Ms. Terracio moved, seconded by Ms. Mackey, to go into Executive Session to receive legal advice regarding the 911 Center proposal.

In Favor: Malinowski, Pugh, McBride, Livingston, Terracio, Barron, O. Walker, Mackey and Newton

Opposed: J. Walker

The vote was in favor.

Council went into Executive Session at approximately 9:41 PM and came out at approximately 10:21 PM

Ms. Terracio moved, seconded by Ms. Newton, to come out of Executive Session.

In Favor: Malinowski, Pugh, McBride, Livingston, Terracio, J. Walker, Barron, O. Walker, Mackey, English and Newton

The vote in favor was unanimous.

911 Center Proposal: Contractual/Legal Advice – Mr. J. Walker moved, seconded by Mr. Malinowski, to direct the Administrator to have affirmative action by the June 8, 2021 Council meeting, as it pertains to the 911 Center, and discussed in Executive Session.

In Favor: Malinowski, Pugh, McBride, Livingston, Terracio, J. Walker, Barron, O. Walker, Mackey, English and Newton

The vote in favor was unanimous.

21. **MOTION PERIOD**

- a. I move to authorize the County Attorney to take any and all necessary actions, including condemnation, proceedings, to acquire ownership of the roadway parcels of Aiken Hunt Circle and Oak Brook Drive that are currently not in the County's road maintenance program. These parcels are located in the Wildewood Subdivision, and the current owner has been nonresponsive to prior requests by the Department of Public Works to acquire the roadway parcels [MACKEY] - This item was referred to the D&S Committee.

22. **ADJOURNMENT** - The meeting adjourned at approximately 10:26 PM.



Richland County Council
Zoning Public Hearing
May 25, 2021 – 7:00 PM
Zoom Meeting
2020 Hampton Street, Columbia, SC 29201

COMMITTEE MEMBERS PRESENT: Paul Livingston, Chair; Yvonne McBride, Vice-chair, Bill Malinowski, Derrek Pugh, Allison Terracio, Gretchen Barron, Overture Walker, Jesica Mackey, Cheryl English, and Chakisse Newton

OTHERS PRESENT: Michelle Onley, Angela Weathersby, Kyle Holsclaw, Geo Price, Clayton Voignier, Dale Welch, Elizabeth McLean, Bill Davis, Leonardo Brown, Lauren Hogan, Lori Thomas, Randy Pruitt, Tina Davis, Tommy DeLage, Andrea Mathis, Stacey Hamm, Tamar Black, Ronaldo Myers, Dwight Hanna, Sandra Haynes and Michael Byrd

II. **CALL TO ORDER** – Mr. Livingston called the meeting to order at approximately 7:00 PM.

III. **ADDITIONS/DELETIONS TO THE AGENDA** – There were no additions/deletions.

IV. **ADOPTION OF AGENDA** – Ms. Barron moved, seconded by Ms. McBride, to adopt the agenda as published.

In Favor: Malinowski, Pugh, McBride, Livingston, Terracio, Barron, O. Walker, Mackey, English and Newton

Not Present: J. Walker

The vote in favor was unanimous.

V. **MAP AMENDMENTS**

1. *Case # 21-002 MA*
John Swistak
PDD to RM-HD (2.6 Acres)
S/E Rice Meadow Way
TMS# R20310-07-02 & 03 [FIRST READING]

Mr. Livingston opened the floor to the public hearing

Ms. Kim Pocock, on behalf of John Swistak, provided comments in support of the re-zoning request.

Ms. Carolyn Kennedy and the Sassafras and Persimmon Neighborhoods provided comments in opposition of the re-zoning.

The floor to the public hearing was closed.

Zoning Public Hearing
May 25, 2021

-1-

Mr. O. Walker moved, seconded by Mr. Malinowski, to approve this item.

In Favor: Malinowski, Pugh, McBride, Livingston, Terracio, Barron, O. Walker, Mackey, English and Newton

Not Present: J. Walker

The vote in favor was unanimous

2. *Case # 21-005 MA*
James Charles Hester
RU to NC (2.12 Acres)
1220 Dutch Fork Road
TMS# R03303-01-01 [FIRST READING]

Mr. Livingston opened the floor to the public hearing

Mr. Jim Hester provided comments in support of the re-zoning request.

The floor to the public hearing was closed.

Mr. Malinowski moved, seconded by Mr. O. Walker, to approve this item.

In Favor: Malinowski, Pugh, McBride, Livingston, Terracio, Barron, O. Walker, Mackey, English and Newton

Not Present: J. Walker

The vote in favor was unanimous.

3. *Case # 21-006 MA*
Richard Jackson
PDD to RS-E (308.24 Acres)
Nina Lee Drive
TMS# R14600-03-27 [FIRST READING]

Ms. Barron moved, seconded by Mr. Malinowski, to deny the applicant's request for deferral.

In Favor: Malinowski, Pugh, McBride, Livingston, Terracio, Barron, O. Walker, Mackey, English and Newton

Not Present: J. Walker

The vote in favor was unanimous.

Ms. Barron noted the citizens of Lake Elizabeth/Fairlawn deserve the right to be heard again. This same project was brought before Council October/November 2020. Per the rules, the applicant should have to wait a year.

Mr. Malinowski inquired if this re-zoning was denied when it was before Council, and, if so, is the current request for the same zoning.

Ms. Barron responded in the affirmative.

Mr. Malinowski inquired why the request is back before Council.

Mr. Price responded staff previously believed the property was zoned RU (Rural), and the re-zoning request was for RS-E (Single-Family Residential Estates). The correct zoning designation for the property was PDD, so the applicant was allowed to come back with their re-zoning request.

Mr. Malinowski inquired, so it is not the re-zoning request that cannot be same, it has to be the entire matter.

Mr. Price responded staff wanted to be sure the Planning Commission and Council were presented the correct information.

Mr. Malinowski stated, as Ms. Barron noted, the request for the re-zoning was denied, so why would that not come under the one-year rule.

Mr. Price responded staff looked at the information previously prepared and presented to determine if it was correct, and it was deemed it was not.

Mr. Malinowski inquired if staff requested a legal opinion.

Mr. Price responded staff did not.

Ms. McLean responded she agrees with Mr. Price. The information presented and reviewed by the Planning Commission/Zoning staff/Council could have influenced their decision on the re-zoning request.

Ms. Barron noted she forwarded, to Council, a memo sent to the applicant from the Zoning Department. She requested Mr. Price to explain what was sent to the applicant.

Mr. Price stated, when the current Land Development Code was adopted, there was a provision that stated, if the PDD was not initiated within 2 years, the General Development Plan would expire. Essentially, the parcel would be left with a zoning designation with no allowable development standards. Staff determined, you cannot have a piece of property that has no development standards, so it was reverted back to RU (Rural). Of course, once the case came before us, we had to do some reviews and investigations with what happened, and it was determined one of the provisions within the code was that Council could make the amendment to the zoning. Therefore, instead of the property being deemed RU (Rural) it was decided the property still maintained a PDD zoning designation without any development or use standards.

Ms. Barron noted none of this information was included in the agenda packet. It would have been helpful to have, so Council could make an informed decision on behalf of the citizens.

Mr. Livingston opened the floor to the public hearing

**Zoning Public Hearing
May 25, 2021**

Ms. Alisa H. Mitchem, Mr. Melvin and Ms. Jerald McKie, Ms. Natalie Washington, and Ms. Cheryl Brown provided comments in opposition of the re-zoning request.

The floor to the public hearing was closed.

Ms. Barron moved, seconded by Mr. Malinowski, to deny the re-zoning request.

In Favor: Malinowski, Pugh, McBride, Livingston, Terracio, Barron, O. Walker, Mackey, English and Newton

Not Present: J. Walker

The vote in favor was unanimous.

Ms. Newton inquired if the motion to not accept the applicant's request for deferral was required, or is Council at liberty to take a different action.

Mr. Livingston responded he does not know, but he felt it would be easier to make a motion.

4. Case # 21-007 MA
Jessica Haygood
NC/RU to LI (2 Acres)
1041 McCords Ferry Road
TMS# R38000-03-01 & 02 [FIRST READING]

Mr. Livingston opened the floor to the public hearing

Mr. Price noted the comments were read into the record at the March Zoning Public Hearing.

The floor to the public hearing was closed.

Ms. English moved, seconded by Ms. McBride, to deny the re-zoning request.

In Favor: Malinowski, Pugh, McBride, Livingston, Terracio, Barron, O. Walker, Mackey, English and Newton

Not Present: J. Walker

The vote in favor was unanimous.

5. Case # 20-038MA
Roberto Garcia
RU to LI (acres)
1917 Screaming Eagle Road
TMS# R33900-01-02 [FIRST READING]

Mr. Livingston opened the floor to the public hearing

Mr. Roberto Garcia, the applicant, provided comments in support of the re-zoning request.

Ms. Susan B. Lord and Ms. Cathy Hartman provided comments in opposition of the re-zoning request.

The floor to the public hearing was closed.

Ms. Mackey moved, seconded by Mr. Malinowski, to deny the re-zoning request.

In Favor: Malinowski, Pugh, McBride, Livingston, Terracio, Barron, O. Walker, Mackey, English and Newton

Not Present: J. Walker

The vote in favor was unanimous.

- 6. Case # 21-010 MA
Kevin Steelman
PDD to PDD
8930 Rabbit Run
TMS# R21800-01-06 [FIRST READING]

Ms. Newton moved, seconded by Ms. McBride, to defer the public hearing and the item until the June Zoning Public Hearing.

In Favor: Malinowski, Pugh, McBride, Livingston, Terracio, Barron, O. Walker, Mackey, English, and Newton

Not Present: J. Walker

The vote in favor of deferral was unanimous.

- 7. Case # 21-011 MA
Michael S. Houck/Susan E. Houck
RS-HD to RU (20.7 Acres)
109 Crane Branch Lane
TMS# R20200-03-39 [FIRST READING]

Mr. O. Walker moved, seconded by Ms. Newton, to defer the public hearing and the item until the June Zoning Public Hearing.

In Favor: Malinowski, Pugh, McBride, Livingston, Terracio, Barron, O. Walker, Mackey, English and Newton

Not Present: J. Walker

The vote in favor of deferral was unanimous.

8. Case # 21-012MA
Wyman Shull
RU to RS-MD (0.144 Acres)
1111 A J Amick Road
TMS# R02414-02-32 (portion of)

Mr. Livingston opened the floor to the public hearing

Mr. Wyman Shull provided comments in support of the re-zoning request.

The floor to the public hearing was closed.

Mr. Malinowski moved, seconded by Ms. Barron, to approve this item.

In Favor: Malinowski, Pugh, McBride, Livingston, Terracio, Barron, O. Walker, Mackey, English and Newton

Not Present: J. Walker

The vote in favor was unanimous.

9. Case #21-013MA
Ryan Maltba
RDD to GC
4561 Hardscrabble Rd
TMS# R20300-04-15

Mr. Livingston opened the floor to the public hearing

No comments were received for this re-zoning request.

The floor to the public hearing was closed.

Mr. O. Walker moved, seconded by Mr. Malinowski, to approve this item.

In Favor: Malinowski, Pugh, McBride, Livingston, Terracio, Barron, O. Walker, Mackey, English and Newton

Not Present: J. Walker

The vote in favor was unanimous.

10. Case #21-014MA
David Goodson
RU to GC
613 Starling Goodson Rd
TMS# R22013-01-04

Ms. Newton moved, seconded by Ms. McBride, to deny the applicant's request for withdrawal.

In Favor: Malinowski, Pugh, McBride, Livingston, Terracio, Barron, O. Walker, Mackey, English and Newton

Not Present: J. Walker

The vote in favor was unanimous.

Mr. Livingston opened the floor to the public hearing

No comments were received for this item.

The floor to the public hearing was closed.

Ms. Newton moved, seconded by Mr. Malinowski, to deny the re-zoning request.

In Favor: Malinowski, Pugh, McBride, Livingston, Terracio, Barron, O. Walker, Mackey, English and Newton

Not Present: J. Walker

The vote in favor was unanimous.

TEXT AMENDMENT

11. Amending the “2015 Richland County Comprehensive Plan – Putting the Pieces in Place”, by incorporating and adopting the “Rediscover Sandhills” Neighborhood Master Plan into the Plan

Mr. Crooks provided an overview of the request to amend the Comprehensive Plan to incorporate the master plan. The master plan will focus on Pontiac, Northeast Industrial Park, as well as the Royal Pines Estates Subdivision. The plan area encompasses approximately 1.25 sq. miles/800 acres. The plan looks to establish a vision for the area that sets forth a rediscovered Northeast Richland County community to provide safe and walkable streets, thriving businesses, quality services, and increased recreational opportunities.

Ms. Mackey moved, seconded by Ms. Barron, to approve this item.

Ms. Mackey noted the master plan was established under former Councilman Chip Jackson.

Ms. Barron inquired, how often is the Comprehensive Plan updated? In addition, is staff looking at making any further revisions?

Mr. Crooks responded, per State law, the Comprehensive Plan is updated every 10 years. Within the interim you have the ability to make updates or changes at the 5-year mark. Staff is looking at some other revisions to make to the plan, prior to the 2025 Comprehensive Plan update.

Mr. Malinowski inquired if all of the necessary public hearings input been done on the plan.

Mr. Crooks responded in the affirmative.

Ms. Newton stated, as we look at the Comprehensive Plan, she would request we pay particular attention to the areas where we know there has been a “mismatch”.

In Favor: Malinowski, Pugh, McBride, Livingston, Terracio, Barron, O. Walker, Mackey, English and Newton

Not Present: J. Walker

The vote in favor was unanimous.

VI **OTHER BUSINESS** - There was no other business.

VII. **ADJOURNMENT** - The meeting adjourned at approximately 7:30PM.



Richland County
Special Called Meeting
May 25, 2021 – Immediately following the Zooning Meeting
Zoom Meeting
2020 Hampton Street, Columbia, SC 29201

COUNCIL MEMBERS PRESENT: Paul Livingston, Chair, Yvonne McBride, Vice-Chair, Bill Malinowski, Derrek Pugh, Allison Terracio, Gretchen Barron, Overture Walker, Jesica Mackey, Cheryl English and Chakisse Newton

OTHERS PRESENT: Andrea Mathis, Michelle Onley, Angela Weathersby, Kyle Holsclaw, Tamar Black, Judy Carter, Dante Roberts, Clayton Voignier, Dale Welch, Elizabeth McLean, James Hayes, Lauren Hogan, Leonardo Brown, Lori Thomas, Randy Pruitt, Ronaldo Myers, Stacey Hamm, Bill Davis, Ashiya Myers, Dwight Hanna and Michael Byrd

1. **CALL TO ORDER** – Mr. Livingston called the meeting to order at approximately 8:15PM.
2. **ADOPTION OF AGENDA** – Mr. Livingston noted Mr. Pugh and himself need to be added to the list of Councilmembers requesting the Special Called meeting.

Ms. Barron moved, seconded by Ms. Terracio, to adopt the agenda as amended.

In Favor: Pugh, McBride, Livingston, Terracio, Barron, Mackey, English, and Newton.

Opposed: Malinowski

Not Present J. Walker

The vote was in favor.

3. **PROPOSED 2ND PUBLIC HEARING FOR THE FY22-23 BUDGET (Terracio, McBride, Barron, Mackey, O. Walker, English, Newton, Pugh and Livingston)** – Mr. Livingston stated Council has met the State's requirement by holding a duly noted Budget Public Hearing on May 20th. What is before Council now, is a discussion on whether to hold a 2nd Budget Public Hearing, and, if so, when.

Ms. Mackey moved, seconded by Mr. Pugh, to hold a second public meeting to hear comments on the proposed budget on June 3rd.

Mr. Livingston noted June 3rd is when Third Reading of the Budget is scheduled. Therefore, Council will need to determine when Third Reading would be held.

Ms. Mackey suggested moving Third Reading to June 17th.

Mr. Livingston stated, for clarification, Ms. Mackey desires to have a Budget Public Meeting on June 3rd for

**Special Called Meeting
May 25th, 2021**

-1-

sole purpose of hearing comments on the budget, and to hold Third Reading on June 17th.

Ms. Mackey responded in the affirmative.

Ms. McBride noted she would like to discuss this with Administration and the Finance Department to ensure this will not disrupt their timeline.

Mr. Livingston noted this was his concern, as well, since the budget has to be in place by the end of June.

Mr. Brown inquired, if Council would be willing to consider June 10th, which would give staff additional time to have the budget in place by July 1st.

Ms. McBride offered a friendly amendment to move Third Reading to June 10th.

Ms. Mackey inquired, if she accepted the friendly amendment, when would the deadline be for Council to submit motions for the Third Reading of the budget?

Mr. Hayes responded, if Council hears public comments on June 3rd, Council can make motions until June 6th. The updated motions list will need to be provided to Council by June 7th.

Ms. Mackey accepted Ms. McBride's friendly amendment.

Ms. Newton noted, when we discussed scheduling an additional public meeting, we discussed only opening it up to those groups who had not already submitted comments for the previous public meeting. She inquired if that was the intent of Ms. Mackey's motion.

Ms. Mackey responded in the affirmative.

Ms. Terracio inquired how the Budget Public Meeting will be advertised.

Mr. Brown responded staff planned to send the information out via publication, similar to a regular public hearing notification, to include posting it in print media, as well as across all social media platforms.

In Favor: Pugh, McBride, Livingston, Terracio, Barron, O. Walker, Mackey, English and Newton

Opposed: Malinowski

Not Present: J. Walker

The vote was in favor.

4. **ADJOURNMENT** – The meeting adjourned at approximately 8:32PM.

**Special Called Meeting
May 25th, 2021**

-2-

**RICHLAND COUNTY
ADMINISTRATION**

2020 Hampton Street, Suite 4069
Columbia, SC 29204
803-576-2050



Report of the County Administrator

Special Called Meeting – June 8, 2021

CORONAVIRUS UPDATE:

1. COVID 19 Statistical Data

The information in the corresponding attachments is specific to Richland County and provides an overview of the prevalence of COVID 19 in Richland County. The source of this information is the South Carolina Department of Health and Environmental Control (SCDHEC).

*Level of Incidence for current reporting period has dropped to 47.14 per 100,000 moving Richland County from the Moderate Tier to the Low Tier, for confirmed cases

*Percent Positive remains below 5% for current reporting period

2. Emergency Rental Assistance Program Statistics

Approved Payments:

Richland County ERAP – RC SCP Approved Payments		
To Date as of 6/3/2021 AM		
LANDLORD/UTILITIES		
Rental Arrears	Future Rent	Utility Arrears
\$1,713,416.45	\$1,249,508.24	\$340,402.74
TENANTS		
Rental Arrears	Future Rent	Utility Arrears
\$127,191.45	\$103,072.12	\$0.00
Applications Approved by SCP To Date: 606		
Total Funds Approved To Date:		
\$3,533,591.00		

MASK ORDINANCE UPDATE:

Richland County Mask Ordinance expired on June 5, 2021

CDC Guidance for Fully Vaccinated Individuals

Fully vaccinated people can:

- Resume activities without wearing masks or physically distancing, except where required by federal, state, local, tribal, or territorial laws, rules and regulations, including local business and workplace guidance.
- Resume domestic travel and refrain from testing before or after travel or self-quarantine after travel.
- Refrain from testing before leaving the United States for international travel (unless required by the destination) and refrain from self-quarantine after arriving back in the United States.
- Refrain from testing following a known exposure, if asymptomatic, with some exceptions for specific settings.
- Refrain from quarantine following a known exposure if asymptomatic.
- Refrain from routine screening testing if feasible.
- Fully vaccinated people should also continue to wear a well-fitted mask in correctional facilities and homeless shelters.

CDC Guidance for Unvaccinated Individuals

- Wear a mask that covers your nose and mouth to help protect yourself and others.
- Stay 6 feet apart from others who don't live with you.
- Get a COVID-19 vaccine when it is available to you.
- Avoid crowds and poorly ventilated indoor spaces.
- Wash your hands often with soap and water. Use hand sanitizer if soap and water aren't available.

ATTACHMENTS:

1. COVID-19 Statistical Data
2. Emergency Rental Assistance (ERA) Application Report
3. ERA Distribution Projections
4. New CDC Safer Activities Infographic

Number of Tests

19,149

Select Date Range
to Filter Page Values

5/18/2021

6/1/2021

Percent Positive

1.9% Attachment 1

Rate of COVID-19 Tests Performed per 10,000 population, by County



Type of COVID-19 Tests Being Performed

	Negative	Positive	Grand Total
Antibody (Serology)	147	58	205
Antigen	3,911	128	4,039
Unknown	7	2	9
Viral (Molecular)	14,608	288	14,896
Grand Total	18,673	476	19,149

4.5% of all COVID-19 diagnostic testing has occurred at the Public Health Laboratory

Note: This table represents volume of tests received and not distinct individuals tested. Individuals may have multiple tests.

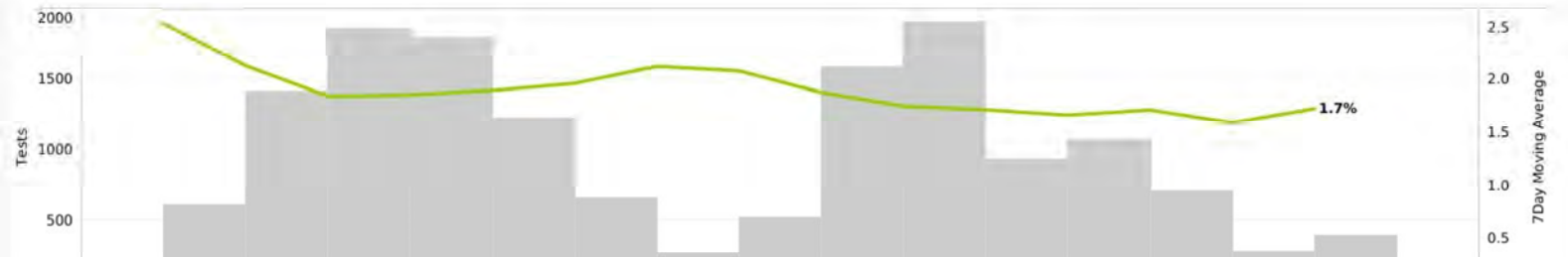
*Unknown Test Types refer to tests with an unrecognized test type. As we continue to investigate unknown test types they will be reassigned as more information becomes available.



Moving 7 Day Average Percent Positive of COVID-19 Tests

Note: Tooltips Display Percent Positive for the current day and moving 7 day average. Percent Positive is calculated using the Test/Test method.

- Total Viral (Molecular) Tests
- Count of Positive Viral Tests
- 7d Moving Average Percent Positive



Tests	Cases	Hospitalizations	Deaths
744,291	47,174	1,417	571

Two Week Cumulative Incidence Rate

The Two-Week Cumulative Incidence Rate includes new (confirmed) cases reported in the past two weeks (5/19/2021 - 6/1/2021) per 100,000 people. The rate describes recent incidence of COVID-19 infection to capture the potential burden of currently ill people who may be infectious and/or accessing healthcare.

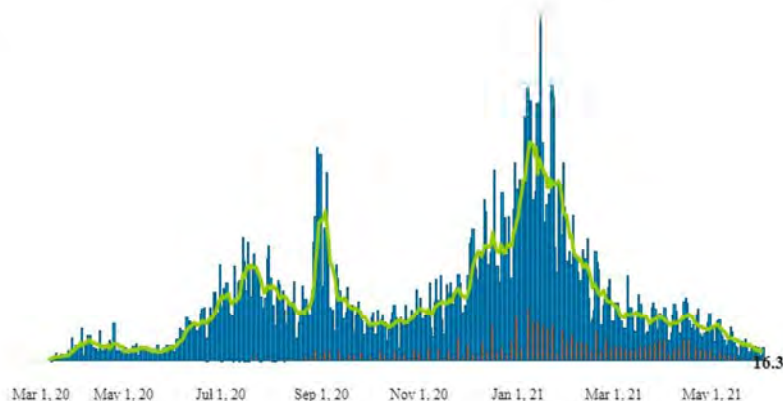
Select a county to display county-specific information
Click the county again to return to the full state map



COVID-19 Cases per Day

County Displayed: Richland

- Count of Confirmed Cases
- Count of Probable Cases
- Moving Average 7 day



7-Day Moving Average of reported COVID-19 Cases, by Public Health Region



Low: 0-50

Moderate: 51-200

High: >200

Recovery Estimate South Carolina

97.4%

Richland County Cases Breakdown by Category

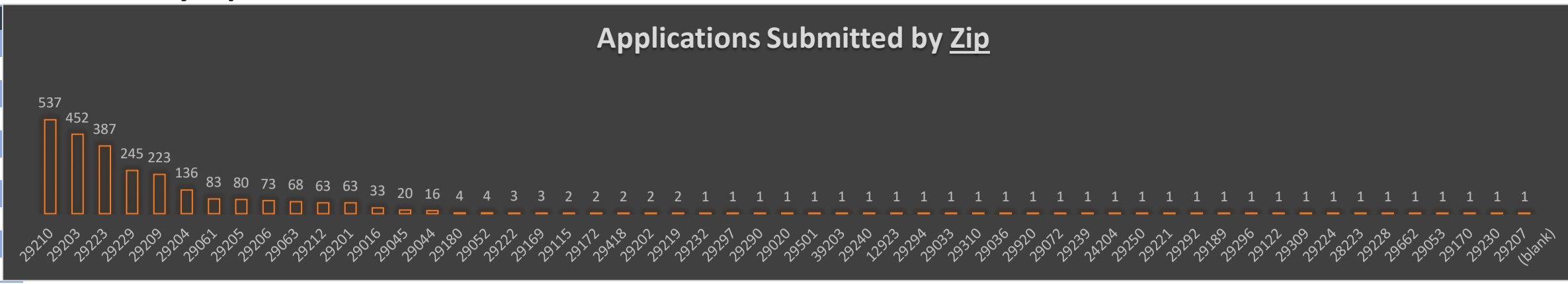
Current Date: 6/1/2021
 Project Start Date: 4/5/2021
 Total Case Count: 2533

Attachment 2



Applications Breakdown by Zip

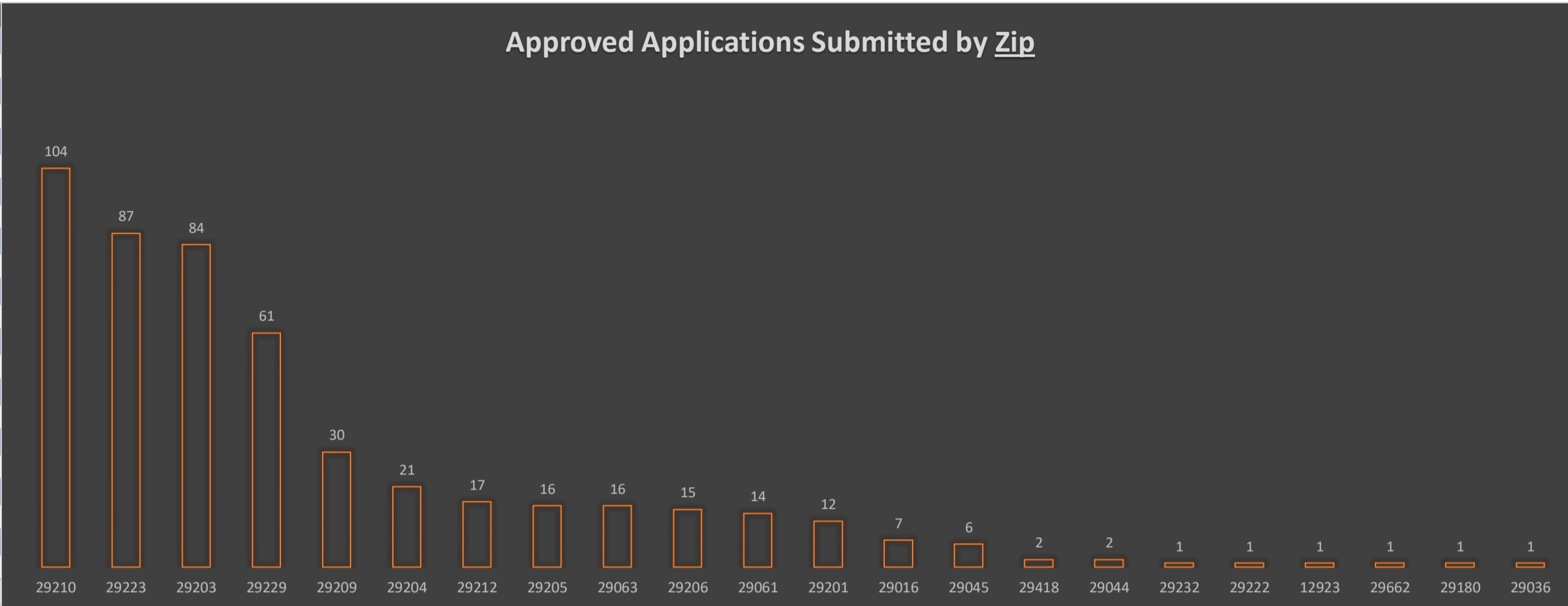
Top 10 Zips	Count
29210	538
29203	452
29223	387
29229	245
29209	223
29204	136
29061	83
29205	80
29206	73
29063	68



**Cases coming from 55 zip codes in total. 31 Zips only have 1 case
 **Zip record not in the right format/digits/blank considered "Invalid Zip", Zip in 9 digits take first 5 digits as Zip record

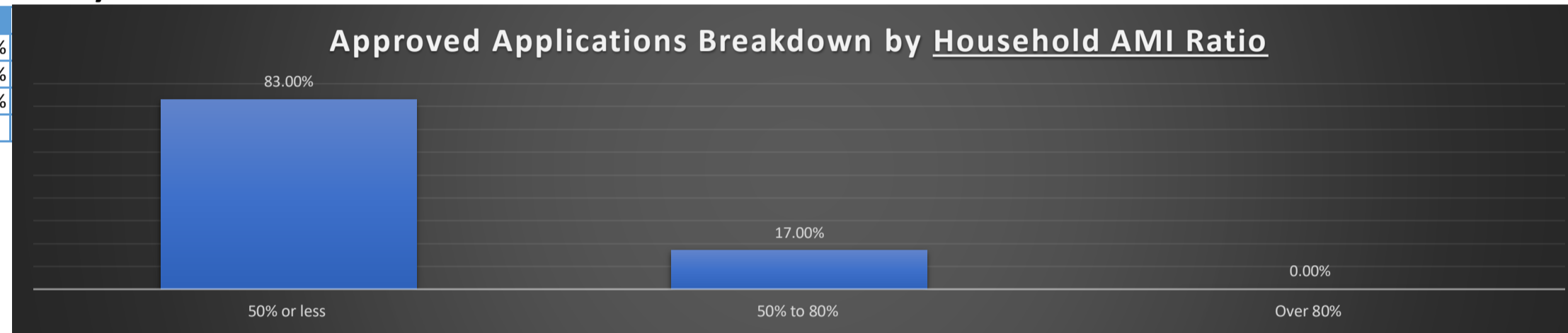
Approved Applications Breakdown by Zip

Approved Applications Zips	Count
29210	105
29223	87
29203	84
29229	61
29209	30
29204	21
29212	17
29063	16
29205	16
29206	15
29061	14
29201	12
29016	7
29045	6
29044	2
29418	2
29232	1
29222	1
29662	1
29036	1
29180	1
Grand Total	500



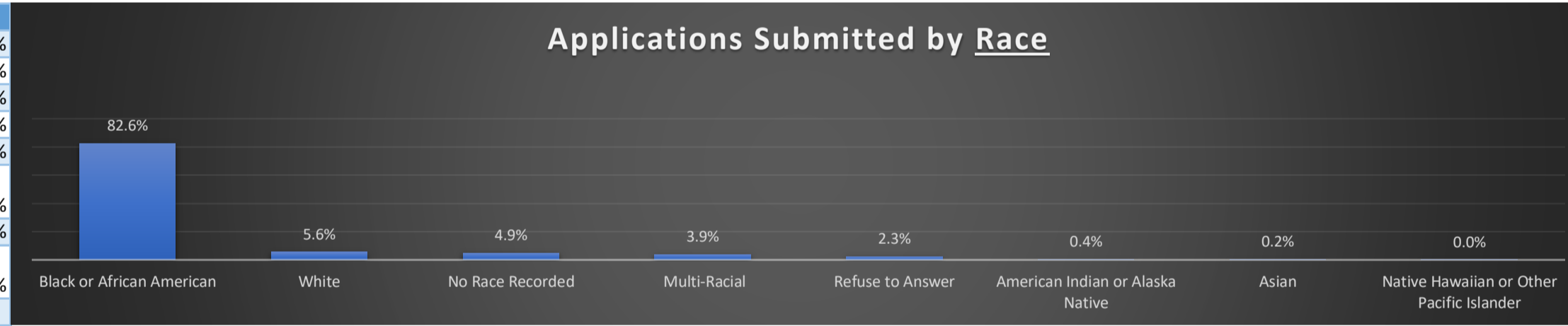
Approved Applications Breakdown by Household AMI Ratio

Household AMI level	Count	%
50% or less	415	83.00%
50% to 80%	85	17.00%
Over 80%	0	0.00%
Grand Total	500	



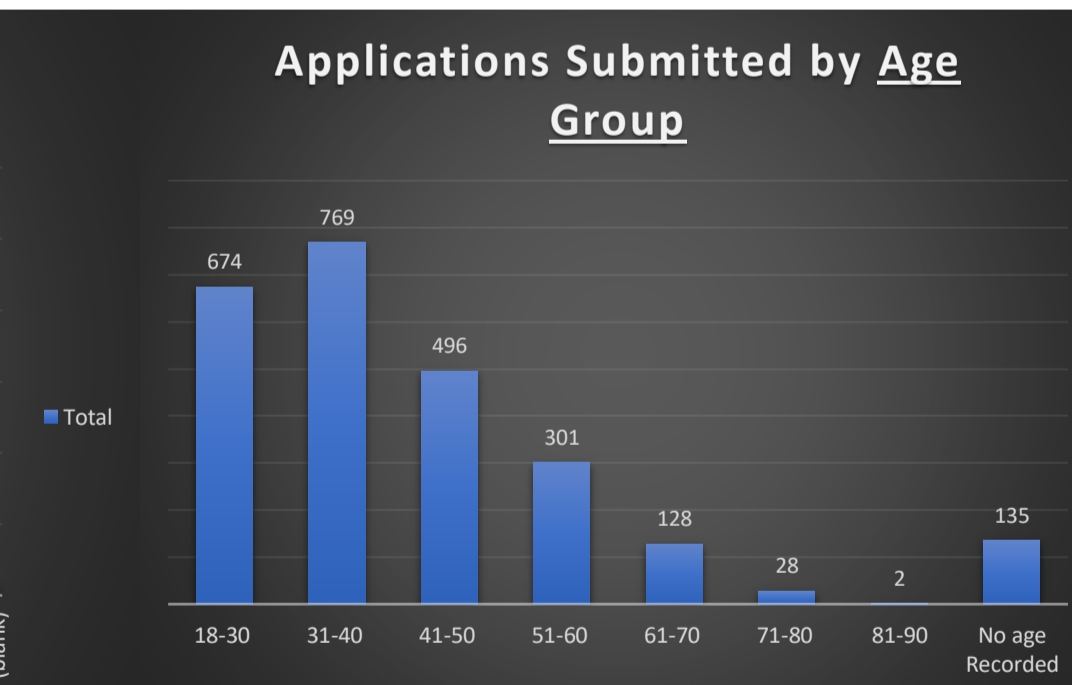
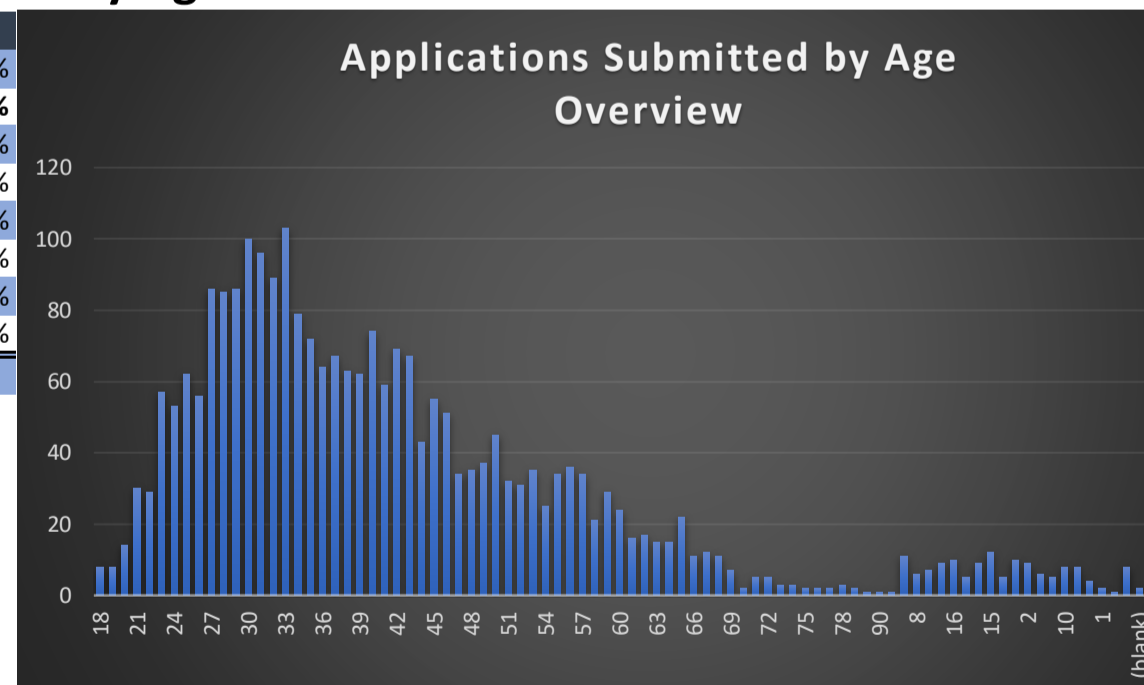
Applications Breakdown by Race

Race	Count	%
Black or African American	2091	82.6%
White	142	5.6%
No Race Recorded	125	4.9%
Multi-Racial	100	3.9%
Refuse to Answer	59	2.3%
American Indian or Alaska Native	10	0.4%
Asian	5	0.2%
Native Hawaiian or Other Pacific Islander	1	0.0%
Total Case Count	2533	



Applications Breakdown by Age

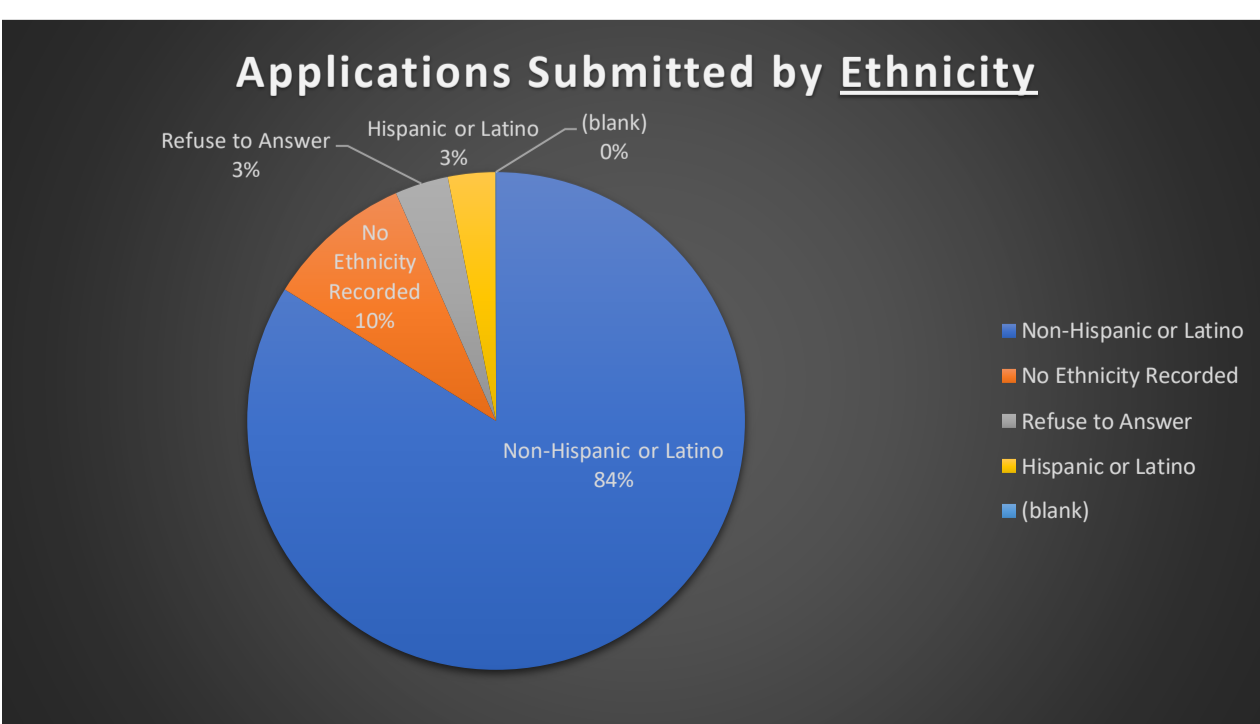
Age Group	Count	%
18-30	674	26.6%
31-40	769	30.4%
41-50	496	19.6%
51-60	301	11.9%
61-70	128	5.1%
71-80	28	1.1%
81-90	2	0.1%
No age Recorded	135	5.3%
Total Case Count	2533	



**All ages under 18 years and cases with no age recorded old considered "No Age Recorded"

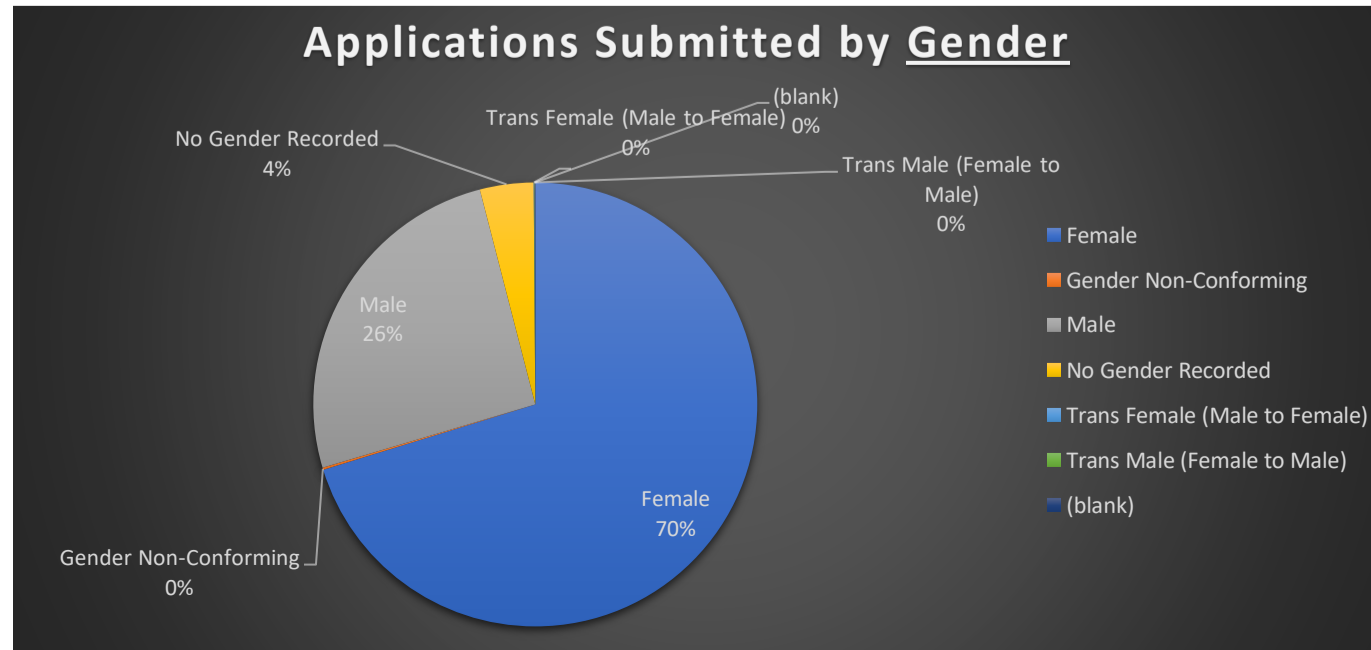
Applications Breakdown by Ethnicity

Ethnicity	Count	%
Non-Hispanic or Latino	2125	83.9%
No Ethnicity Recorded	242	9.6%
Refuse to Answer	88	3.5%
Hispanic or Latino	78	3.1%
Total Case Count	2533	



Applications Breakdown by Gender

Gender	Count	%
Female	1780	70.3%
Male	4	0.2%
No Gender Recorded	648	25.6%
Gender Non-Conforming	99	3.9%
Trans Female (Male to Female)	1	0.0%
Trans Male (Female to Male)	1	0.0%
Total Case Count	2533	



Please note - data presented in this report has been exported directly from Neighborly for all submitted cases. Some cases have not yet been reviewed

Calculations as of COB 5/27/21

Attachment 3

This is the running totals as of today and the key metrics (dollars awarded to the County, key target amounts, working days left before September 30th, etc.).

Files Approved	550
Total Funds Approved	\$ 3,217,373.99
Average Award	\$ 5,849.77
Grantee Award Amount	\$ 12,573,547.40
90% Distribution	\$ 11,316,192.66
75% Target Amount	\$ 8,487,144.50
65% Target Amount	\$ 7,355,525.23
Work Days Remaining	86

65% Target Goal by Sep 30

Based on the table above, this is how may files a day we have to average to reach our 65% target by Sept 30th

Total Files Needed	707.40
Files Needed/Day	1.29

75% Total Goal by Sep 30

Based on the first table, this is how may files a day we have to average to reach our 75% target by Sept 30th

Total Files Needed	900.85
Files Needed/Day	1.64

If Today is the Norm

This is the production we did today.

Files Approved Today	23
Average Amount	\$ 6,060.40

100% Target Amount

If the production we did today became our normal production, this is the date we expect to spend all of our ERAP money.

Files Completed	1,336
Working Days to Finish	58.10
Date	8/23/2021

% of Funds Spent on September 30th*

If the production we did today became our normal production, this is the amount of money we expect to spend by September 30th.

Files Completed	2,528
Amount Distributed	\$ 15,204,843.47
% Spent	134.36%

*= Assume we repeat today's performance for the remainder of the project

***Monthly Rolling Average Daily File Count**



























This is the monthly rolling average number of applications/files being approved on a daily basis

Average Files Approved	21.35
------------------------	-------

* Since program initiation

Choosing Safer Activities

Accessible link: <https://www.cdc.gov/coronavirus/2019-ncov/daily-life-coping/participate-in-activities.html>

	Unvaccinated People	Examples of Activities	Fully Vaccinated People
		Outdoor	
Safest		Walk, run, wheelchair roll, or bike outdoors with members of your household	
		Attend a small, outdoor gathering with fully vaccinated family and friends	
		Attend a small, outdoor gathering with fully vaccinated and unvaccinated people	
Less Safe		Dine at an outdoor restaurant with friends from multiple households	
Least Safe		Attend a crowded, outdoor event, like a live performance, parade, or sports event	
		Indoor	
Less Safe		Visit a barber or hair salon	
		Go to an uncrowded, indoor shopping center or museum	
		Attend a small, indoor gathering of fully vaccinated and unvaccinated people from multiple households	
Least Safe		Go to an indoor movie theater	
		Attend a full-capacity worship service	
		Sing in an indoor chorus	
		Eat at an indoor restaurant or bar	
		Participate in an indoor, high intensity exercise class	

Get a COVID-19 vaccine



Prevention measures not needed



Take prevention measures

Wear a mask, stay 6 feet apart, and wash your hands.

- Safety levels assume the recommended prevention measures are followed, both by the individual and the venue (if applicable).
- CDC cannot provide the specific risk level for every activity in every community. It is important to consider your own personal situation and the risk to you, your family, and your community before venturing out.



cdc.gov/coronavirus

Richland County Council Request for Action

Subject:

21-002 MA
John Swistak
PDD to RM-HD (2.6 Acres)
S/E Rice Meadow Way
TMS# R20310-07-02 & 03

Notes:

First Reading: May 25, 2021
Second Reading: June 8, 2021 {Tentative}
Third Reading: June 15, 2021 {Tentative}
Public Hearing: May 25, 2021

STATE OF SOUTH CAROLINA
COUNTY COUNCIL OF RICHLAND COUNTY
ORDINANCE NO. ____-21HR

AN ORDINANCE OF THE COUNTY COUNCIL OF RICHLAND COUNTY, SOUTH CAROLINA, AMENDING THE ZONING MAP OF UNINCORPORATED RICHLAND COUNTY, SOUTH CAROLINA, TO CHANGE THE ZONING DESIGNATION FOR THE REAL PROPERTY DESCRIBED AS TMS # 20310-07-02 and 03 FROM PLANNED DEVELOPMENT DISTRICT (PDD) TO RESIDENTIAL MULTI-FAMILY HIGH DENSITY DISTRICT (RM-HD); AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

Pursuant to the authority granted by the Constitution of the State of South Carolina and the General Assembly of the State of South Carolina, BE IT ENACTED BY RICHLAND COUNTY COUNCIL:

Section I. The Zoning Map of unincorporated Richland County is hereby amended to change the real property described as TMS # 20310-07-02 and 03 from Planned Development District (PDD) to Residential Multi-Family High Density District (RM-HD).

Section II. Severability. If any section, subsection, or clause of this Ordinance shall be deemed to be unconstitutional, or otherwise invalid, the validity of the remaining sections, subsections, and clauses shall not be affected thereby.

Section III. Conflicting Ordinances Repealed. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

Section IV. Effective Date. This ordinance shall be effective from and after _____, 2021.

RICHLAND COUNTY COUNCIL

By: _____
Paul Livingston, Chair

Attest this _____ day of _____, 2021.

Andrea M. Mathis
Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

Approved As To LEGAL Form Only.
No Opinion Rendered As To Content.

Public Hearing: May 25, 2021
First Reading: May 25, 2021
Second Reading: June 8, 2021
Third Reading: June 15, 2021

Richland County Council Request for Action

Subject:

21-005 MA
James Charles Hester
RU to NC (2.12 Acres)
1220 Dutch Fork Road
TMS# R03303-01-01

Notes:

First Reading: May 25 2021
Second Reading: June 8, 2021 {Tentative}
Third Reading: June 15, 2021 {Tentative}
Public Hearing: May 25, 2021

STATE OF SOUTH CAROLINA
COUNTY COUNCIL OF RICHLAND COUNTY
ORDINANCE NO. ____-21HR

AN ORDINANCE OF THE COUNTY COUNCIL OF RICHLAND COUNTY, SOUTH CAROLINA, AMENDING THE ZONING MAP OF UNINCORPORATED RICHLAND COUNTY, SOUTH CAROLINA, TO CHANGE THE ZONING DESIGNATION FOR THE REAL PROPERTY DESCRIBED AS TMS # 03303-01-01 FROM RURAL DISTRICT (RU) TO NEIGHBORHOOD COMMERCIAL DISTRICT (NC); AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

Pursuant to the authority granted by the Constitution of the State of South Carolina and the General Assembly of the State of South Carolina, BE IT ENACTED BY RICHLAND COUNTY COUNCIL:

Section I. The Zoning Map of unincorporated Richland County is hereby amended to change the real property described as TMS # 03303-0-1-01 from Rural District (RU) to Neighborhood Commercial District (NC).

Section II. Severability. If any section, subsection, or clause of this Ordinance shall be deemed to be unconstitutional, or otherwise invalid, the validity of the remaining sections, subsections, and clauses shall not be affected thereby.

Section III. Conflicting Ordinances Repealed. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

Section IV. Effective Date. This ordinance shall be effective from and after _____, 2021.

RICHLAND COUNTY COUNCIL

By: _____
Paul Livingston, Chair

Attest this _____ day of
_____, 2021.

Andrea M. Mathis
Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

Approved As To LEGAL Form Only.
No Opinion Rendered As To Content.

Public Hearing: May 25, 2021
First Reading: May 25, 2021
Second Reading: June 8, 2021
Third Reading: June 15, 2021

Richland County Council Request for Action

Subject:

21-012MA
Wyman Shull
RU to RS-MD (0.144 Acres)
1111 A J Amick Road
TMS# R02414-02-32 (portion of)

Notes:

First Reading: May 25, 2021
Second Reading: June 8, 2021 {Tentative}
Third Reading: June 15, 2021 {Tentative}
Public Hearing: May 25, 2021

STATE OF SOUTH CAROLINA
COUNTY COUNCIL OF RICHLAND COUNTY
ORDINANCE NO. ____-21HR

AN ORDINANCE OF THE COUNTY COUNCIL OF RICHLAND COUNTY, SOUTH CAROLINA, AMENDING THE ZONING MAP OF UNINCORPORATED RICHLAND COUNTY, SOUTH CAROLINA, TO CHANGE THE ZONING DESIGNATION FOR THE REAL PROPERTY DESCRIBED AS TMS # 02414-02-32 (PORTION OF) FROM RURAL DISTRICT (RU) TO RESIDENTIAL SINGLE-FAMILY MEDIUM DENSITY DISTRICT (RS-MD); AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

Pursuant to the authority granted by the Constitution of the State of South Carolina and the General Assembly of the State of South Carolina, BE IT ENACTED BY RICHLAND COUNTY COUNCIL:

Section I. The Zoning Map of unincorporated Richland County is hereby amended to change the real property described as TMS # 02414-02-32 (portion of) from Rural District (RU) to Residential Single-Family Medium Density District (RS-MD).

Section II. Severability. If any section, subsection, or clause of this Ordinance shall be deemed to be unconstitutional, or otherwise invalid, the validity of the remaining sections, subsections, and clauses shall not be affected thereby.

Section III. Conflicting Ordinances Repealed. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

Section IV. Effective Date. This ordinance shall be effective from and after _____, 2021.

RICHLAND COUNTY COUNCIL

By: _____
Paul Livingston, Chair

Attest this _____ day of
_____, 2021.

Andrea M. Mathis
Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

Approved As To LEGAL Form Only.
No Opinion Rendered As To Content.

Public Hearing: May 25, 2021
First Reading: May 25, 2021
Second Reading: June 8, 2021
Third Reading: June 15, 2021

Richland County Council Request for Action

Subject:

21-013MA
Ryan Maltba
RDD to GC
4561 Hardscrabble Rd
TMS# R20300-04-15

Notes:

First Reading: May 25, 2021
Second Reading: June 8, 2021 {Tentative}
Third Reading: June 15, 2021 {Tentative}
Public Hearing: May 25, 2021

STATE OF SOUTH CAROLINA
COUNTY COUNCIL OF RICHLAND COUNTY
ORDINANCE NO. ____-21HR

AN ORDINANCE OF THE COUNTY COUNCIL OF RICHLAND COUNTY, SOUTH CAROLINA, AMENDING THE ZONING MAP OF UNINCORPORATED RICHLAND COUNTY, SOUTH CAROLINA, TO CHANGE THE ZONING DESIGNATION FOR THE REAL PROPERTY DESCRIBED AS TMS # 20300-04-15 FROM PLANNED DEVELOPMENT DISTRICT (PDD) TO GENERAL COMMERCIAL DISTRICT (GC); AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

Pursuant to the authority granted by the Constitution of the State of South Carolina and the General Assembly of the State of South Carolina, BE IT ENACTED BY RICHLAND COUNTY COUNCIL:

Section I. The Zoning Map of unincorporated Richland County is hereby amended to change the real property described as TMS # 20300-04-15 from Planned Development District (PDD) to General Commercial District (GC).

Section II. Severability. If any section, subsection, or clause of this Ordinance shall be deemed to be unconstitutional, or otherwise invalid, the validity of the remaining sections, subsections, and clauses shall not be affected thereby.

Section III. Conflicting Ordinances Repealed. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

Section IV. Effective Date. This ordinance shall be effective from and after _____, 2021.

RICHLAND COUNTY COUNCIL

By: _____
Paul Livingston, Chair

Attest this _____ day of
_____, 2021.

Andrea M. Mathis
Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

Approved As To LEGAL Form Only.
No Opinion Rendered As To Content.

Public Hearing: May 25, 2021
First Reading: May 25, 2021
Second Reading: June 8, 2021
Third Reading: June 15, 2021

Richland County Council Request for Action

Subject:

Amending the “2015 Richland County Comprehensive Plan – Putting the Pieces in Place”, by incorporating and adopting the “Rediscover Sandhills” Neighborhood Master Plan into the Plan

Notes:

First Reading: May 25, 2021

Second Reading: June 8, 2021 {Tentative}

Third Reading: June 15, 2021 {Tentative}

Public Hearing: May 25, 2021

STATE OF SOUTH CAROLINA
COUNTY COUNCIL FOR RICHLAND COUNTY
ORDINANCE NO. -17HR

AN ORDINANCE AMENDING THE “2015 RICHLAND COUNTY COMPREHENSIVE PLAN – PUTTING THE PIECES IN PLACE”, ADOPTED ON March 17, 2015, BY INCORPORATING THE “REDISCOVER SANDHILLS” NEIGHBORHOOD MASTER PLAN INTO THE PLAN.

WHEREAS, on March 17, 2015, Richland County Council adopted the “2015 Richland County Comprehensive Plan – Putting the Pieces in Place” pursuant to S.C. Code Section 6-29-310, et al. (Ordinance No. 008-15HR); and

WHEREAS, Section 6-29-520 (B) of the South Carolina Code of Ordinances 1976, as amended (South Carolina Local Government Comprehensive Planning and Enabling Act of 1994, as amended), requires that recommendations for amendments to the Comprehensive Plan must be by Resolution of the Planning Commission; and

WHEREAS, the Richland County Planning Commission has unanimously approved a Resolution recommending that County Council adopt “ReDiscover Sandhills”, dated April 2021; and

NOW, THEREFORE, pursuant to the authority granted by the Constitution and the General Assembly of the State of South Carolina, be it enacted by the County Council for Richland County as follows:

SECTION I. The “2015 Richland County Comprehensive Plan – Putting the Pieces in Place” is hereby amended by the incorporation of “ReDiscover Sandhills”, dated April 2021, and which is on file in the Community Planning and Development Department, into the Plan.

SECTION II. Severability. If any section, subsection, or clause of this ordinance shall be deemed to be unconstitutional or otherwise invalid, the validity of the remaining sections, subsections, and clauses shall not be affected thereby.

SECTION III. Conflicting Ordinances Repealed. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

SECTION IV. Effective Date. This ordinance shall be enforced from and after June 15, 2021.

RICHLAND COUNTY COUNCIL

BY: _____
Paul Livingston, Chair

ATTEST THIS THE ____ DAY
OF _____, 2021.

Andrea Mathis
Clerk of Council

Public Hearing: May 25, 2021
First Reading: May 25, 2021
Second Reading: June 8, 2021
Third Reading: June 15, 2021

Richland County Council Request for Action

Subject:

FY2022 Dirt Road Paving Project List

Notes:

May 25, 2021 – The D&S Committee recommended moving forward with the design and paving of twelve (12) dirt roads listed below:

District #1: Jacquelyn Powers Circle (1,164 LF), Stanley Fort Road (298 LF); **District #2:** Hardy Entzminger Road (2,227 LF), Jordan Road (837 LF); **District #7:** Wooten Road (2,018 LF); **District #9:** Nature Trail (2,170 LF); **District #10:** Lassiter Jacobs Road (4,047 LF), S. Crosshill Circle (2,025 LF), Sara Neal Road (1,166 LF), Chappel Creek Lane (2,121 LF); **District #11:** Pond Arch Road (1,122 LF), Wattsland Road (2,578 LF)



Agenda Briefing

Prepared by:	Stephen Staley, PE		Title:	County Engineer	
Department:	Public Works	Division:	Engineering		
Date Prepared:	May 07, 2021	Meeting Date:	May 25, 2021		
Legal Review	Elizabeth McLean via email			Date:	May 11, 2021
Budget Review	James Hayes via email			Date:	May 18, 2021
Finance Review	Stacey Hamm via email			Date:	May 17, 2021
Approved for consideration:	Assistant County Administrator	John M. Thompson, Ph.D., MBA, CPM			
Committee	Development & Services				
Subject:	Department of Public Works – FY22 – Dirt Road Paving Project List				

STAFF’S RECOMMENDED ACTION:

The Engineering Division Staff of the Department of Public Works (DPW) is seeking approval to move forward with the design and paving of the twelve (12) dirt roads listed below. These roads are not funded by the Transportation Penny Department program; they fall beyond the currently forecasted funding.

District #1			
	Jacquelyn Powers Circle	1,164 LF	
	Stanley Fort Road	298 LF	
District #2			
	Hardy Entzminger Road	2,227 LF	
	Jordan Road	837 LF	
District #10			
	Lassiter Jacobs Road	4,047 LF	
	S Crosshill Circle	2,025 LF	
	Sara Neal Road	1,166 LF	
	Chappel Creek Lane	2,121 LF	
District #11			
	Pond Arch Road	1,122 LF	
	Wattsland Road	2,578 LF	
District #7			
	Wooten Road	2,018 LF	
District #9			
	Nature Trail	2,170 LF	
Total	12 roads	21, 773LF	4.12 miles

Request for Council Reconsideration: Yes

FIDUCIARY:

Are funds allocated in the department’s current fiscal year budget?	<input checked="" type="checkbox"/>	Yes		No
If no, is a budget amendment necessary?		Yes		No

ADDITIONAL FISCAL/BUDGETARY MATTERS TO CONSIDER:

The funds for this project will come from the Roads Maintenance Fee. The number of miles of dirt roads that will be paved will be limited to the amount of funds that are generated and available to acquire necessary Right-of-Way. Given adequate revenue, our plan is to reserve \$2.1 million for these capital improvements each year equating to about 2 miles of new dirt to paved roads each year.

COUNTY ATTORNEY’S OFFICE FEEDBACK/POSSIBLE AREA(S) OF LEGAL EXPOSURE:

None.

REGULATORY COMPLIANCE:

Non-applicable.

MOTION OF ORIGIN:

There is no associated Council motion of origin.

Council Member	
Meeting	
Date	

STRATEGIC & GENERATIVE DISCUSSION:

The Department of Public Works (DPW) Staff has initiated this program in order to begin to pave additional dirt roads using a portion of the County’s Road Maintenance Fee. The Transportation Penny Department is carrying out dirt road paving using a priority list that the program generated. With the Penny winding down on these types of projects, DPW wants to accelerate and continue this objective with sustainable funding. This program will start with roads classified as “unfunded” by the Transportation Penny Department with the highest ranking being first. Right-of-Way and Consent / Denial procedures will uphold current County policy. These procedures could cause some of the roads to drop off the list and at that point a replacement road will be selected being the next highest ranked unfunded dirt road.

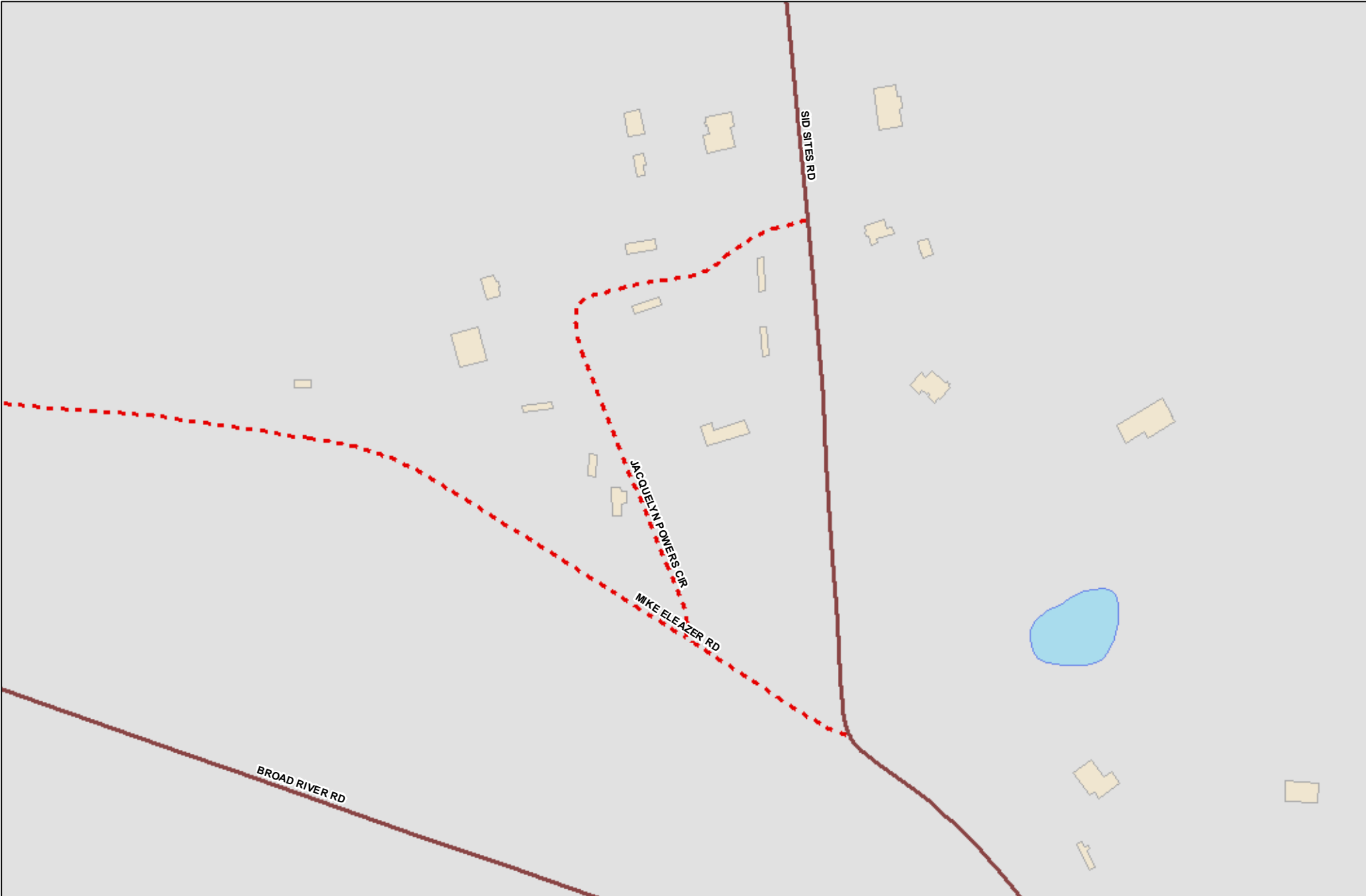
ADDITIONAL COMMENTS FOR CONSIDERATION:

None.

ATTACHMENTS:

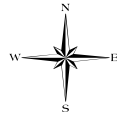
1. Map of proposed roads

District#1 Jacquelyn Powers Cir



Legend

- | | | |
|-----------------|----------------|------------|
| Streams | Other | SCDOT |
| Waterbody | County Paved | Interstate |
| Buildings | County Unpaved | Proposed |
| Private / Other | None | |



1 inch = 250 feet

DISCLAIMER: This is a product of the Richland County Public Works Department. The data depicted here have been developed with extensive cooperation from other county departments, as well as other federal, state and local governments agencies. Reasonable efforts have been made to ensure the accuracy of this map. Richland County expressly disclaims responsibility for damages or liability that may arise from the use of this map.

PROPRIETARY INFORMATION: Any resale of this information is prohibited, except in accordance with a licensing agreement.

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 Richland County Public Works
 400 Powell Rd.
 Columbia, SC 29203

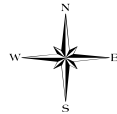


District#1 Stanley Fort Rd



Legend

- | | | |
|-----------------|----------------|------------|
| Streams | Other | SCDOT |
| Waterbody | County Paved | Interstate |
| Buildings | County Unpaved | Proposed |
| Private / Other | None | |



1 inch = 120 feet

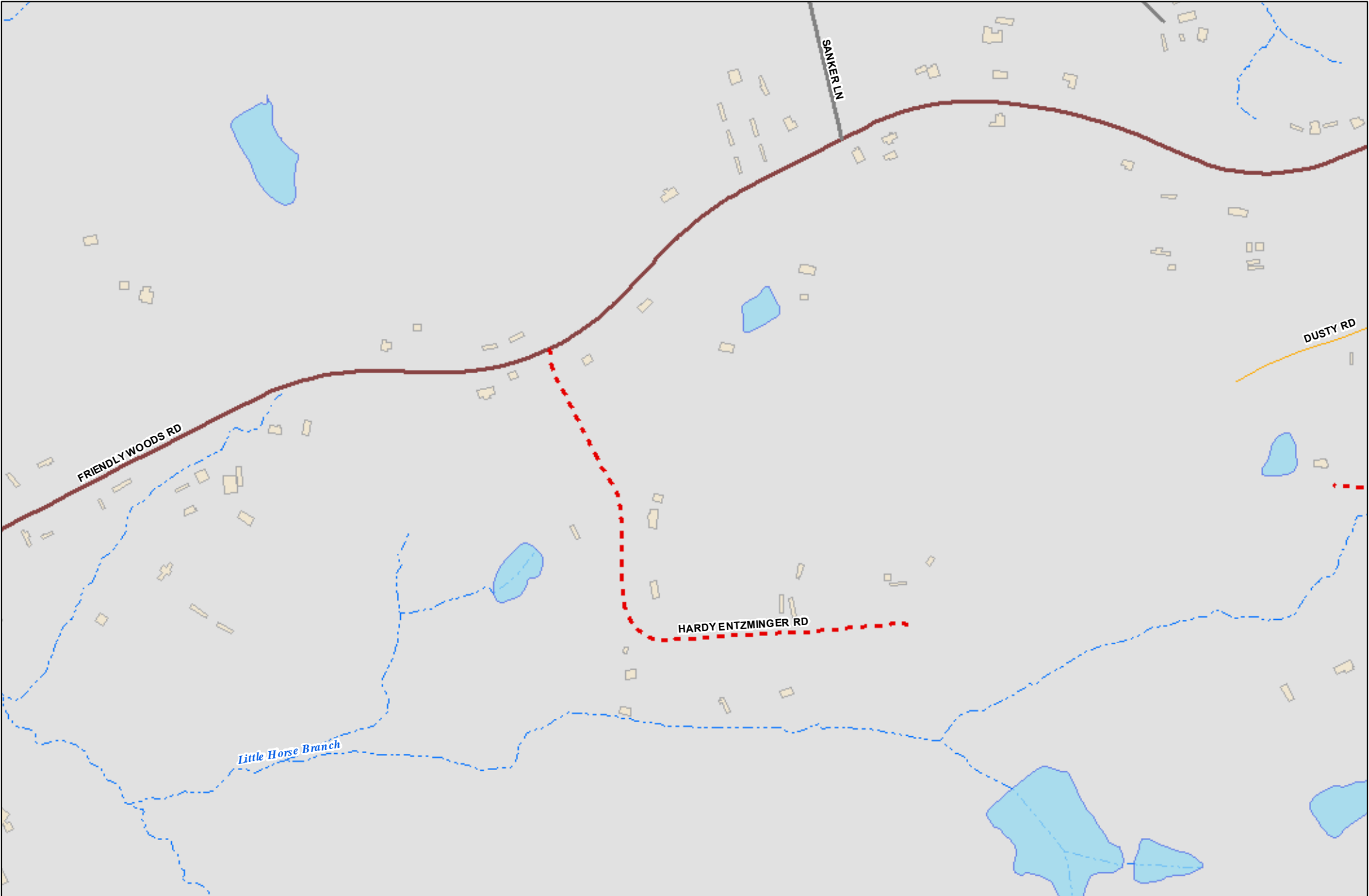
DISCLAIMER: This is a product of the Richland County Public Works Department. The data depicted here have been developed with extensive cooperation from other county departments, as well as other federal, state and local governments agencies. Reasonable efforts have been made to ensure the accuracy of this map. Richland County expressly disclaims responsibility for damages or liability that may arise from the use of this map.

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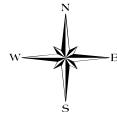


District #2 Hardy Entzminger Rd



Legend

- | | | |
|---|---|--|
|  Buildings |  Other |  SCDOT |
|  Streams |  County Paved |  Interstate |
|  Waterbody |  County Unpaved |  Proposed |
| |  Private / Other |  None |



1 inch = 500 feet

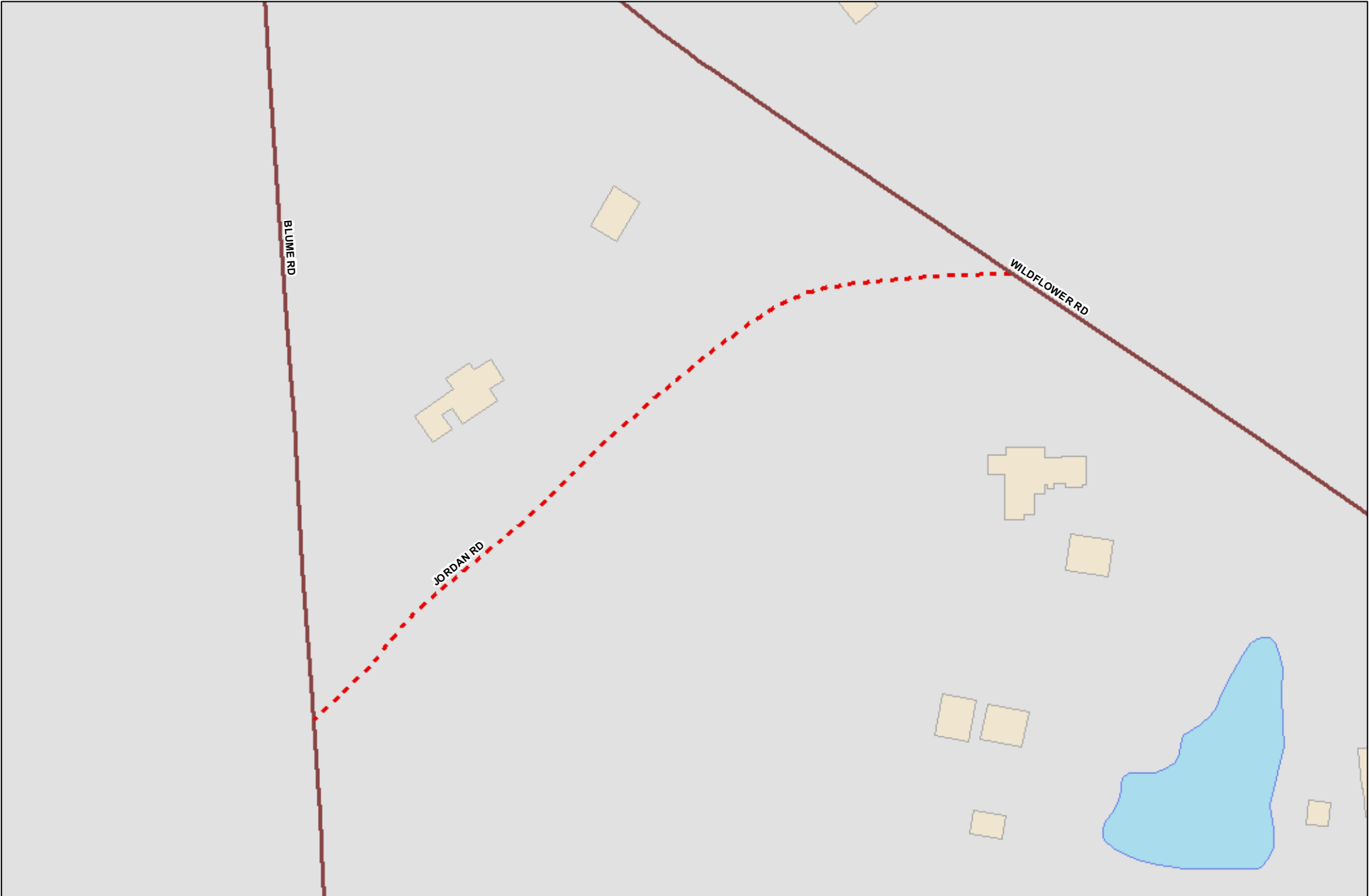
DISCLAIMER: This is a product of the Richland County Public Works Department. The data depicted here have been developed with extensive cooperation from other county departments, as well as other federal, state and local governments agencies. Reasonable efforts have been made to ensure the accuracy of this map. Richland County expressly disclaims responsibility for damages or liability that may arise from the use of this map.

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 Columbia, SC 29203

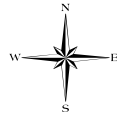


District#2 Jordan Rd



Legend

- | | | |
|-----------------|----------------|------------|
| Streams | Other | SCDOT |
| Waterbody | County Paved | Interstate |
| Buildings | County Unpaved | Proposed |
| Private / Other | None | |



1 inch = 125 feet

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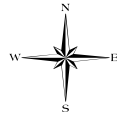


District#7 Wooten Rd



Legend

- | | | |
|-----------------|----------------|------------|
| Streams | Other | SCDOT |
| Waterbody | County Paved | Interstate |
| Buildings | County Unpaved | Proposed |
| Private / Other | None | |



1 inch = 200 feet

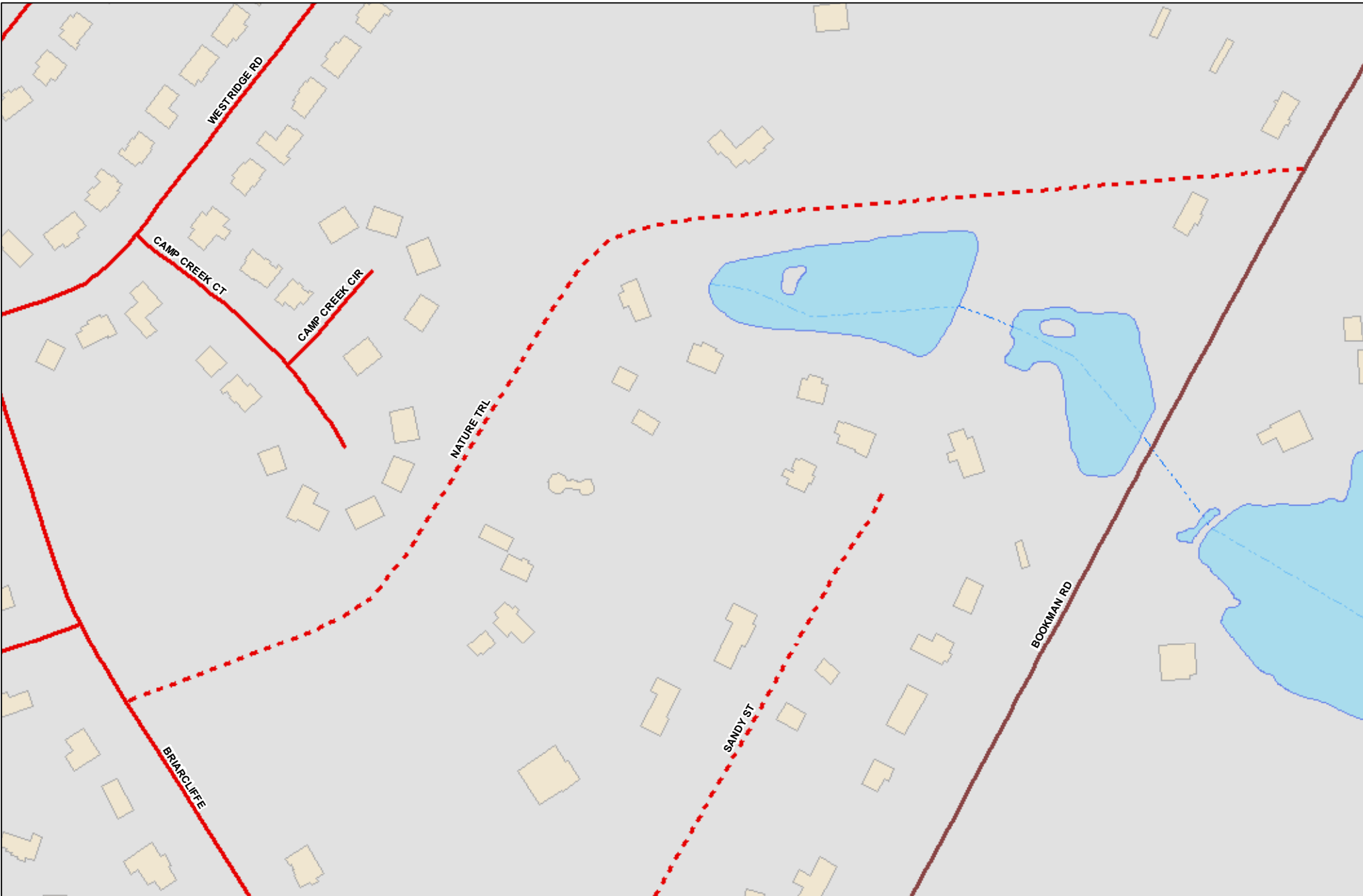
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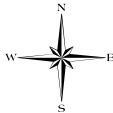


District#9 Nature Trail



Legend

- | | | |
|-----------------|----------------|------------|
| Streams | Other | SCDOT |
| Waterbody | County Paved | Interstate |
| Buildings | County Unpaved | Proposed |
| Private / Other | None | |



1 inch = 200 feet

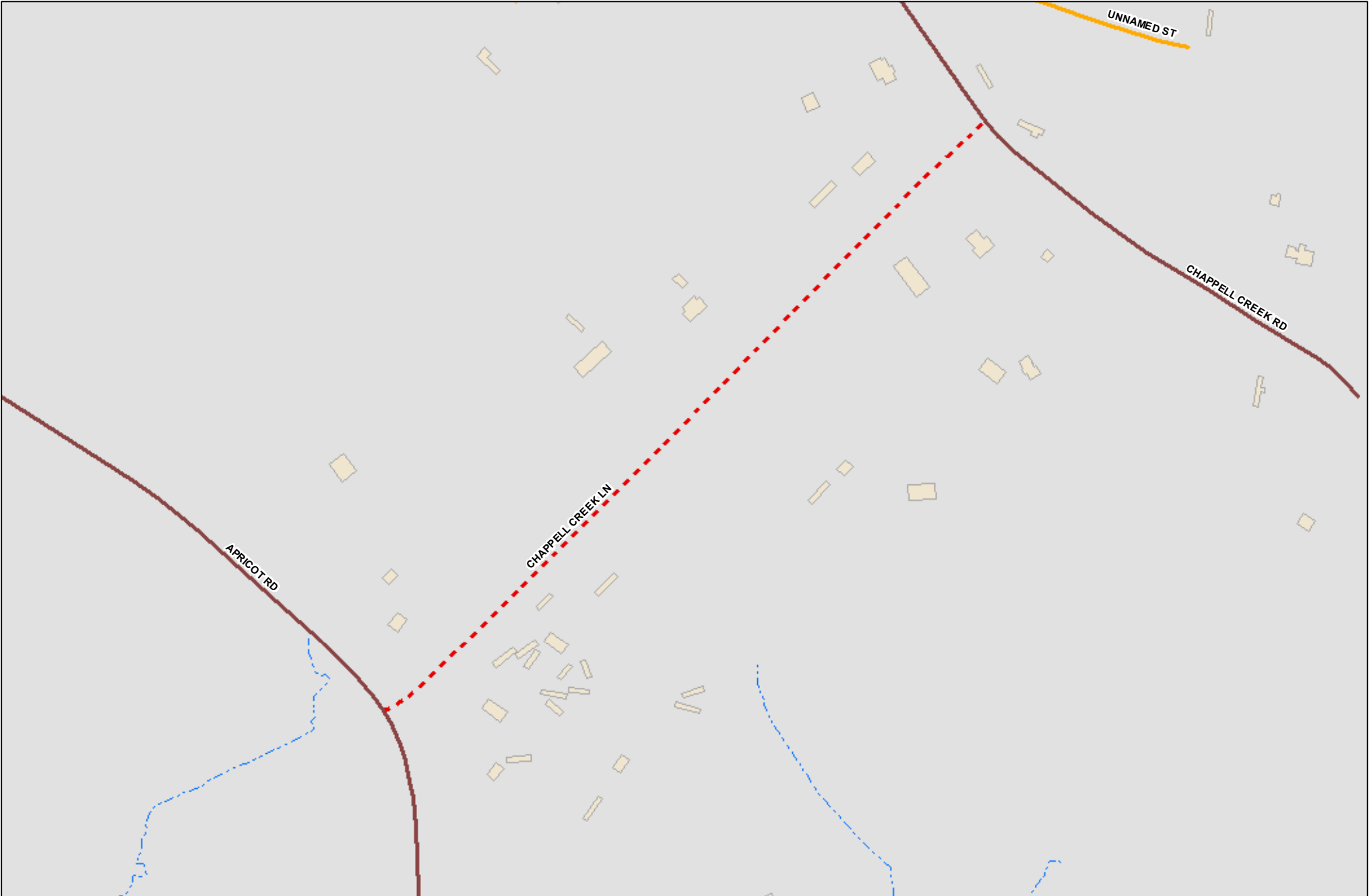
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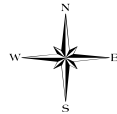


District#10 Chappell Creek Ln



Legend

- | | | |
|-----------------|----------------|------------|
| Streams | Other | SCDOT |
| Waterbody | County Paved | Interstate |
| Buildings | County Unpaved | Proposed |
| Private / Other | None | |



1 inch = 325 feet

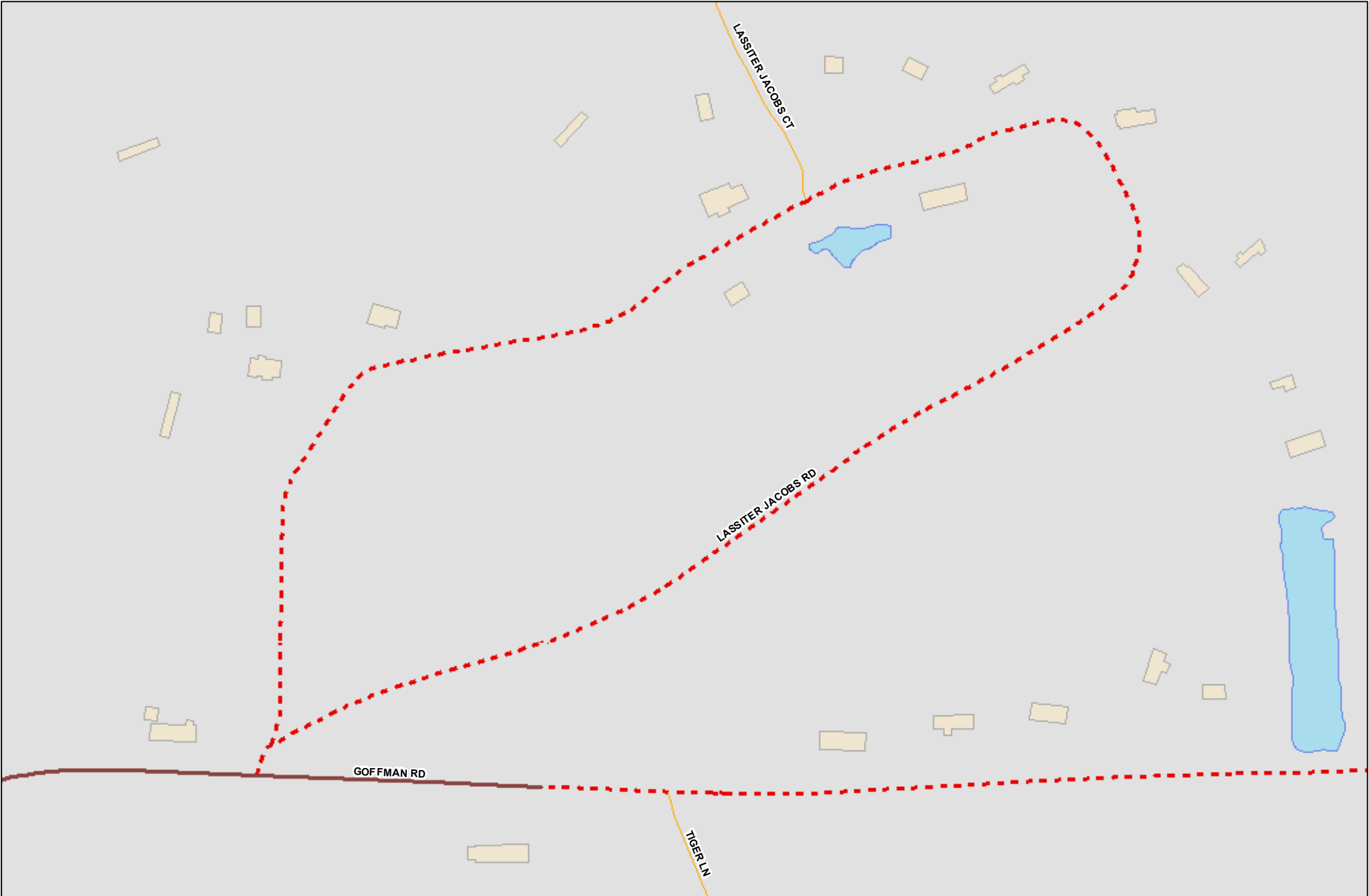
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District#10 Lassiter Jacobs Rd



Legend


- | | | |
|-----------------|----------------|------------|
| Streams | Other | SCDOT |
| Waterbody | County Paved | Interstate |
| Buildings | County Unpaved | Proposed |
| Private / Other | None | |

1 inch = 220 feet

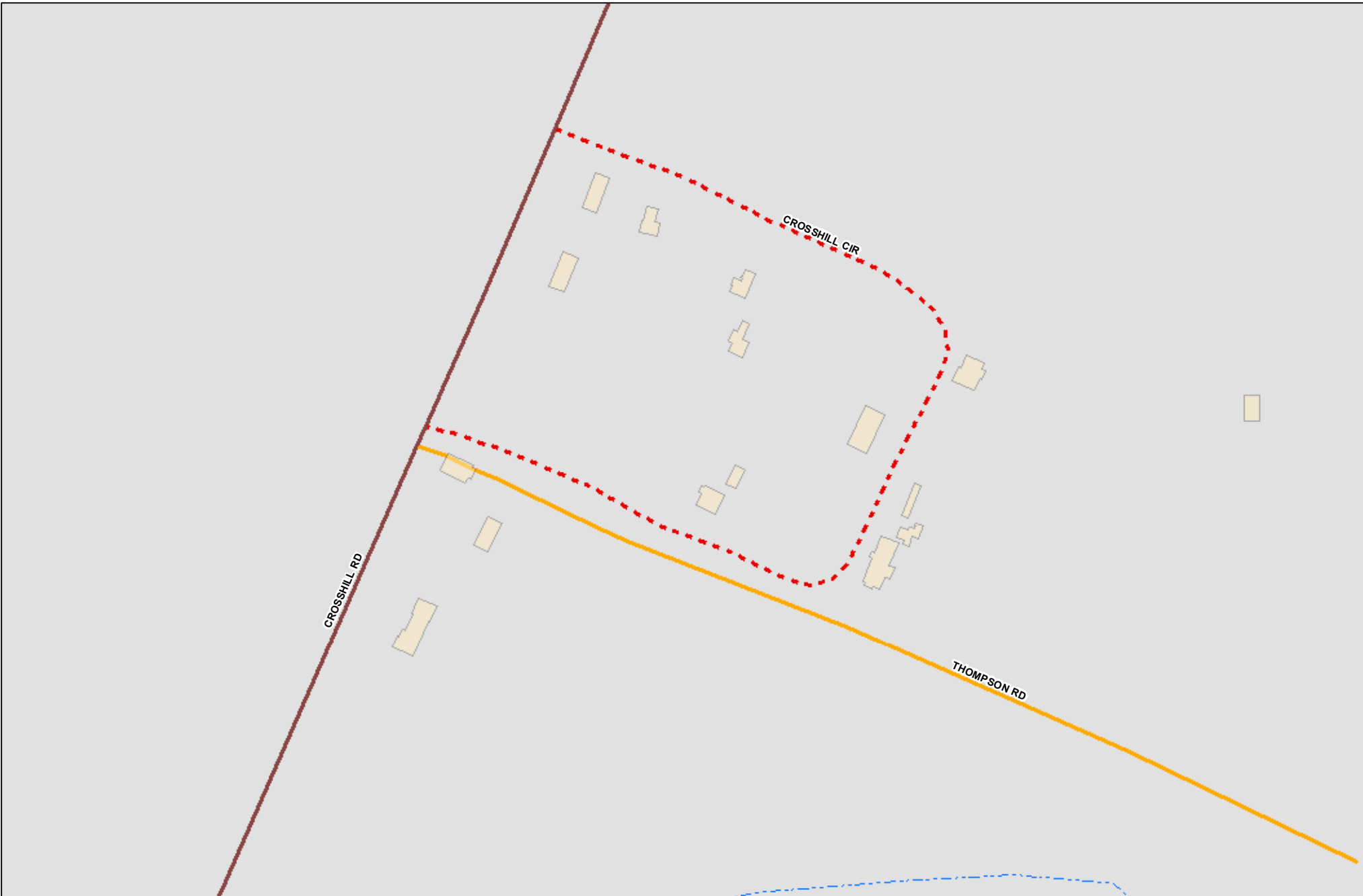
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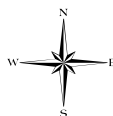


District#10 S Crosshill Cir



Legend

- | | | |
|-----------------|----------------|------------|
| Streams | Other | SCDOT |
| Waterbody | County Paved | Interstate |
| Buildings | County Unpaved | Proposed |
| Private / Other | None | |



1 inch = 225 feet

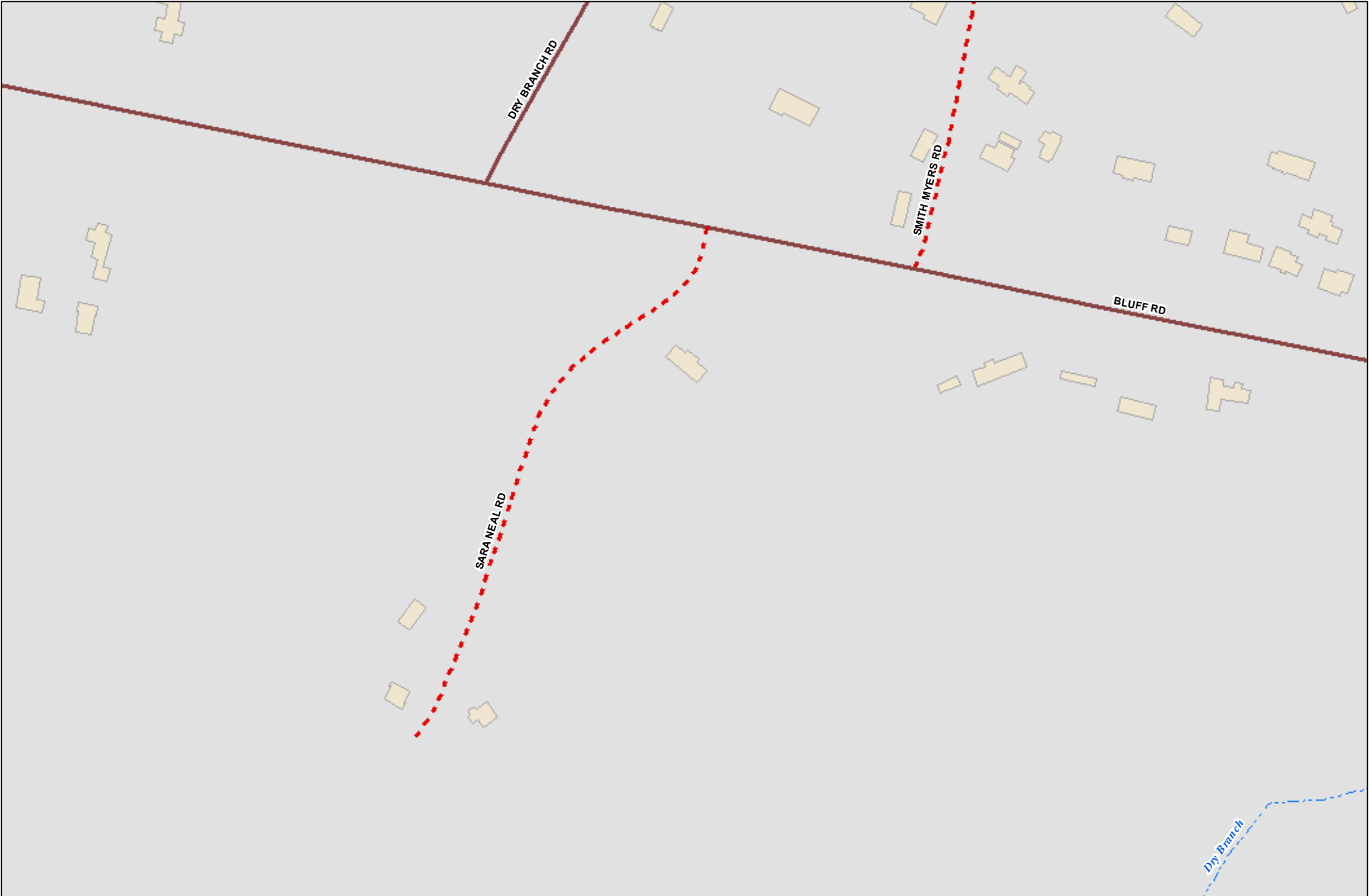
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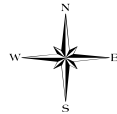


District#10 Sara Neal Rd



Legend

- | | | |
|-----------------|----------------|------------|
| Streams | Other | SCDOT |
| Waterbody | County Paved | Interstate |
| Buildings | County Unpaved | Proposed |
| Private / Other | None | |



1 inch = 250 feet

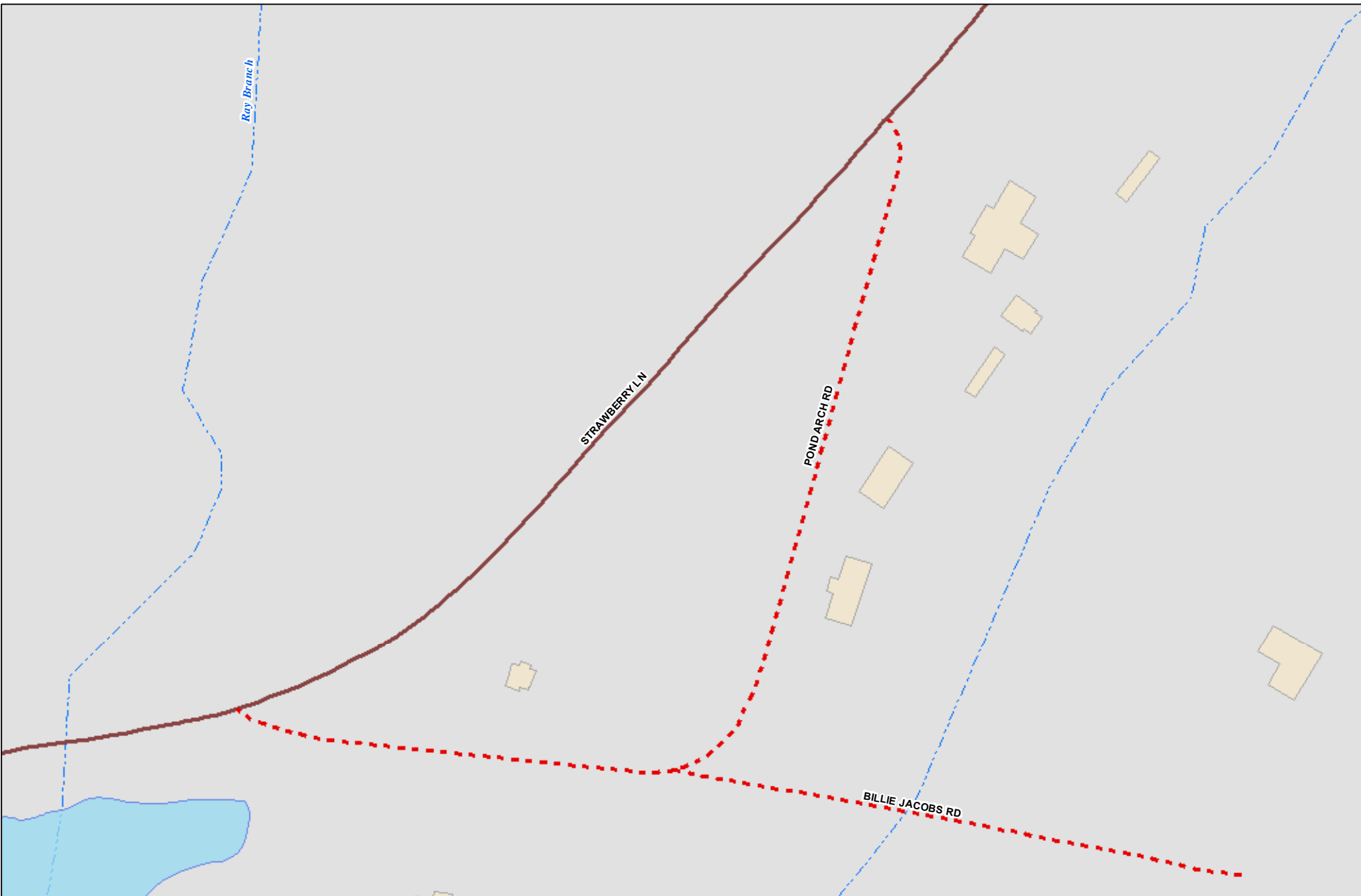
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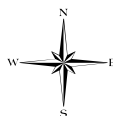


District#11 Pond Arch Rd



Legend

- | | | |
|-----------------|----------------|------------|
| Streams | Other | SCDOT |
| Waterbody | County Paved | Interstate |
| Buildings | County Unpaved | Proposed |
| Private / Other | None | |



1 inch = 125 feet

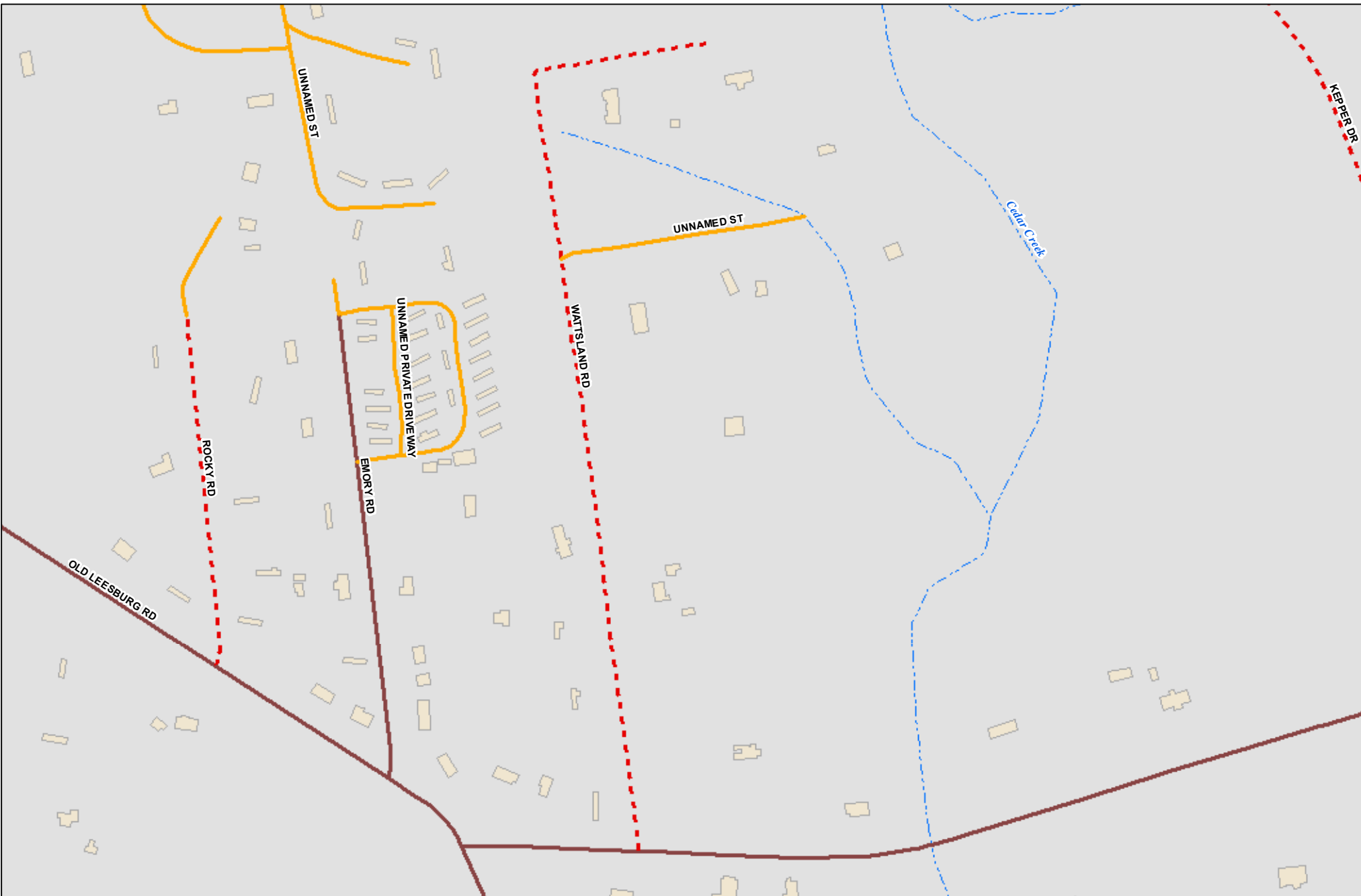
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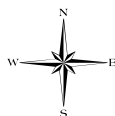


District#11 Wattsland Rd



Legend

- | | | |
|-----------|-----------------|------------|
| Streams | Other | SCDOT |
| Waterbody | County Paved | Interstate |
| Buildings | County Unpaved | Proposed |
| | Private / Other | None |



1 inch = 345 feet

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Agenda Briefing Addendum

Prepared by:	Michael Maloney, PE	Title:	Director
Department:	Public Works	Division:	Administration
Contributor:	Stephen Staley, PE	Title:	County Engineer
Date Prepared:	May 27, 2021	Meeting Date:	May 25, 2021
Approved for Consideration:	Assistant County Administrator	John M. Thompson, Ph.D., MBA, CPM	
Committee:	Development & Services		
Agenda Item:	4a. FY2022 Dirt Road Paving Project List		

COUNCIL INQUIRY#1:

Staff was requested to provide the list of dirt roads, their rankings, as well as the formula used to rank the roads.

Reply:

Staff has attached the spreadsheet that contains all of the information requested above.

Department of Public Works (DPW) Engineering Division is following Ordinance Chapter 21-20 for the distribution of projects based on the pro rata - the mileage of dirt roads in each Council District divided by the total mileage of dirt roads.

Next, within the requested spreadsheet, the DPW Engineering Division used column C – ‘Rank within District’ for the top of the unfunded projects list. This rank within District is based on column N – ‘Cost per Occupant’.

$$\text{Cost per Occupant} = \text{Cost} / ((\text{Homes} + (\text{Business} * 2) + (\text{Churches} * 2) + \text{Through Road Factor}(0,2))$$

County Ordinance Chapter 21-20 is followed and appears to give preference to projects that serve the most people for the amount of funding spent.

The attached spreadsheet file is currently sorted in the order that DPW will use for the selection of projects. The first twelve on the list are those for which we are seeking approval and have a good Council District distribution. In the future, certain roads will move out of the sequence to maintain the pro rata which you will observe we have commenced tracking in the table starting in column Q.

Row 310 starts the Penny Program funded projects which continues to the bottom of the sheet.

ADDITIONAL COMMENTS FOR CONSIDERATION:

None.

ATTACHMENTS:

1. Dirt Road Ratings

Main data table with columns: Current Name, District, Rank within District, Program, # of Occupants, Homes, Businesses, Churches, Through Road, Through Road Factor, Maint. Value, GIS Length (Feet), Length, L (Miles), Cost per Occupant (\$). Rows include various road names like Nature Trl, Pond Arch Rd, Watkinson Rd, etc.

Prorata

Summary table with columns: Council District, Public ROW Length (ft), Pres Ease Length (ft), Total Length (ft), FY22 Tally (Miles), New Length (Miles), Correct to Prorata, Next Selection. Total Length: 253,524.42

Richland County Council Request for Action

Subject:

Operational Services - Award of Township Auditorium Boiler Project

Notes:

May 25, 2021 – The A&F Committee recommended Council to approve the award for Bid #RC-423-B-2021 – Township Auditorium Boiler Replacement to C&C Boiler Sales & Service Inc.



Agenda Briefing

Prepared by:	Jennifer Wladischkin	Title:	Manager
Department:	Finance	Division:	Procurement
Date Prepared:	May 05, 2021	Meeting Date:	May 25, 2021
Legal Review	Elizabeth McLean via email	Date:	May 19, 2021
Budget Review	James Hayes via email	Date:	May 06, 2021
Finance Review	Stacey Hamm via email	Date:	May 07, 2021
Approved for consideration:	Assistant County Administrator	John M. Thompson, Ph.D., MBA, CPM	
Committee	Administration & Finance		
Subject:	Boiler Replacement at the Township Auditorium		

STAFF’S RECOMMENDED ACTION:

Staff recommends approval to award Request for Bid #RC-423-B-2021 – Township Auditorium Boiler Replacement to C&C Boiler Sales & Service Inc.

Request for Council Reconsideration: Yes

FIDUCIARY:

Are funds allocated in the department’s current fiscal year budget?	<input checked="" type="checkbox"/>	Yes		No
If no, is a budget amendment necessary?		Yes		No

ADDITIONAL FISCAL/BUDGETARY MATTERS TO CONSIDER:

Staff requests approval of \$149,967 plus contingency of \$50,033 for a total of \$200,000 for the project. A higher than is customary contingency is requested for unforeseen circumstances due to the age of the boiler being removed (45 years) and the age of the building. \$200,000 was budgeted for the project and funding is available in the Operational Services Capital Improvement Bond Budget approved by Richland County Council in the FY21 budget.

COUNTY ATTORNEY’S OFFICE FEEDBACK/POSSIBLE AREA(S) OF LEGAL EXPOSURE:

None.

REGULATORY COMPLIANCE:

Non-applicable.

MOTION OF ORIGIN:

There is no associated Council motion of origin.

Council Member	
Meeting	
Date	

STRATEGIC & GENERATIVE DISCUSSION:

The existing boiler at the Township Auditorium is old and has outlived its life expectancy, creating a unit that is inefficient and unreliable. Replacing the unit will increase the facilities' energy efficiency and its reliability. Both the State LLR and the County insurance underwriter determined that the unit could only sustain safe operation during the winter of 2020. Passing the inspections in November 2021 would not be given unless replacement or plans for replacement were in process. The bid cost includes the furnishing and installation of a new boiler, removal and proper disposal of the old, and all labor to complete the project. The timeframe of acquiring a new unit is of an urgent nature due to the potential for the replacement unit taking several weeks for delivery.

In March 2021, Procurement released Request for Bids # RC-423-B-2021, "Township Auditorium Boiler Replacement" which was publicly advertised. There was one respondent to the Request for Bid. Upon review, C&C Boiler Sales & Service Inc. was deemed a responsive, responsible bidder for this project.

ADDITIONAL COMMENTS FOR CONSIDERATION:

None.

ATTACHMENTS:

1. Bid Tabulation

Attachment 1

RC-423-B-2021 - Township Auditorium Boiler Replacement

C&C Boiler Sales & Service, Inc

\$ 149,967.0

Richland County Council Request for Action

Subject:

Operational Services – Township Auditorium Lightening Upfit

Notes:

May 25, 2021 – The A&F Committee recommended to contract with Productions Unlimited in the amount of \$166,400 (plus a 10% Richland County controlled contingency of \$16,640) for a total amount of \$183,040.00. The contract would be for the company to retro-fit can lights (quantity 149) with LED lights in the auditorium area and tie them into the ION Control Desk EOS control system.



Agenda Briefing

Prepared by:	Jennifer Wladischkin	Title:	Manager
Department:	Finance	Division:	Procurement
Date Prepared:	May 14, 2021	Meeting Date:	May 25, 2021
Legal Review	Elizabeth McLean via email	Date:	May 18, 2021
Budget Review	James Hayes via email	Date:	May 19, 2021
Finance Review	Stacey Hamm via email	Date:	May 18, 2021
Approved for consideration:	Assistant County Administrator	John M. Thompson, Ph.D., MBA, CPM	
Committee	Administration & Finance		
Subject:	Township Auditorium Lighting Upgrades		

STAFF’S RECOMMENDED ACTION:

Staff recommends County Council approve contracting with Productions Unlimited in the amount of \$166,400 (plus a 10% Richland County controlled contingency of \$16,640) for a total amount of \$183,040.00. The contract would be for the company to retro-fit can lights (quantity 149) with LED lights in the auditorium area and tie them into the ION Control Desk EOS control system.

Request for Council Reconsideration: Yes

FIDUCIARY:

Are funds allocated in the department’s current fiscal year budget?	<input checked="" type="checkbox"/>	Yes		No
If no, is a budget amendment necessary?		Yes		No

ADDITIONAL FISCAL/BUDGETARY MATTERS TO CONSIDER:

Funds for this project were identified and approved by Council through the FY21 budget process. The identified funds are in account 1344995000.530300/13443170.530300 and are encumbered on requisition R2102269.

COUNTY ATTORNEY’S OFFICE FEEDBACK/POSSIBLE AREA(S) OF LEGAL EXPOSURE:

None

REGULATORY COMPLIANCE:

Non-applicable.

MOTION OF ORIGIN:

There is no associated Council motion of origin.

Council Member	
Meeting	
Date	

STRATEGIC & GENERATIVE DISCUSSION:

The Township Auditorium’s Executive Director requested the lighting enhancement as a result of over 40% of the existing can lights being burned out at one point. The enhancement involves retrofitting the existing can lights with LED lights and tying the new lights into the ION Control Desk EOS control system.

Tying lights into a stage production lighting control system is a complex process. There are only three companies within a 200 mile radius, one each in GA, NC, and SC, qualified to perform this work, per the ION Control Desk EOS control system manufacturer. The GA company never responded to the County’s inquiries. The South Carolina company, Productions Unlimited, is the only company familiar with the Township Auditorium’s lighting system as they provided the original programming of the lighting system. The NC company responded, but are unfamiliar with the Township Auditorium and the specific programming of the ION Control Desk EOS control system.

The current lighting system makes adequate lighting in the auditorium difficult. Replacement bulbs costs and availability have become economically and operationally burdensome. By retrofitting the lights to an LED system, these issues are resolved.

- Operational costs are reduced greatly (material costs and electrical costs associated with the bulbs and their associated air conditioning needs);
- Replacement of bulbs become much more infrequent;
- The Township gains better control of the lighting systems;
- This lighting enhancement is necessary for the efficient and effective use of County resources.

If Council approves the contract with Productions Unlimited, the County will issue a Purchase Order to the contractor and a Notice to Proceed letter to start the project. Once the project begins, the contractor will order the required materials, which are estimated to take 8 – 12 weeks for delivery.

Once all materials are received, the contractor will coordinate with the Township staff to schedule the work around productions. It is estimated that the work will take approximately two weeks once installation begins.

Procurement requested bids from the three authorized service providers who could work on the Township’s ION Control Desk EOS series. One vendor did not respond, the bids provided were:

Barbizon of Charlotte	\$165,928.05
Productions Unlimited	\$166,400.00

Although the bid from the North Carolina firm was \$471.95 lower, Procurement and Operational Services are in agreement that it is in the best interest of the County to award to Productions Unlimited as they have previously performed work at the Township including a structural review, installation of the grid over the arena floor, and installation of the stage counterweight rigging. Due to their familiarity with the 100+ year old facility, staff recommends award to Productions Unlimited. Richland County ordinance Article X Sec. 2-612 allows for purchase negotiations when lack of price or product

competition renders competitive procurement ineffective such as in cases when “repair and replacement parts of accessories peculiar to specialized equipment are needed” and when “resale price maintenance is practiced by manufacturers, such as exclusive dealerships”.

ADDITIONAL COMMENTS FOR CONSIDERATION:

Aundrai Holloman, Executive Director of the Township Auditorium, requested this lighting enhancement through the budget process. Over 40% of the can lights were burned out at one point, preventing adequate lighting in the auditorium. Replacement bulbs have become cost-prohibitive (\$27.88/ bulb today versus \$10.23/bulb two years ago, a 272.5% increase) and are scarcely available. Only one material supplier ships from China; materials can take months to receive.

ATTACHMENTS:

None.

Richland County Council Request for Action

Subject:

Financial Audit Services

Notes:

May 25, 2021 – The A&F Committee recommended Council approve the award of a contract to Mauldin & Jenkins for Financial Audit Services in the amount of \$116,000.

**RICHLAND COUNTY
ADMINISTRATION**

2020 Hampton Street, Suite 4069
Columbia, SC 29204
803-576-2050



Agenda Briefing

Prepared by:	Stacey D. Hamm		Title:	Director	
Department:	Finance	Division:			
Date Prepared:	May 11, 2021	Meeting Date:	May 25, 2021		
Legal Review	Elizabeth McLean via email		Date:	May 18, 2021	
Budget Review	James Hayes via email		Date:	May 12, 2021	
Approved for consideration:	Assistant County Administrator	Lori J. Thomas, MBA, CGFO			
Committee	Administration & Finance				
Subject:	Financial Audit Services				

STAFF’S RECOMMENDED ACTION:

Staff recommends that County Council approve the award of a contract to Mauldin & Jenkins for Financial Audit Services in the amount of \$116,000.

Request for Council Reconsideration: Yes

FIDUCIARY:

Are funds allocated in the department’s current fiscal year budget?	<input checked="" type="checkbox"/>	Yes		No
If no, is a budget amendment necessary?		Yes		No

ADDITIONAL FISCAL/BUDGETARY MATTERS TO CONSIDER:

The services are budgeted in the Finance department’s budget each year (110180900.527500).

COUNTY ATTORNEY’S OFFICE FEEDBACK/POSSIBLE AREA(S) OF LEGAL EXPOSURE:

None.

REGULATORY COMPLIANCE:

A Financial audit is required each year to receive federal funds.

MOTION OF ORIGIN:

There is no associated Council motion of origin.

Council Member	
Meeting	
Date	

STRATEGIC & GENERATIVE DISCUSSION:

Richland County requested proposals from qualified firms of certified public accountants to audit its financial statements for the fiscal year ending June 30, 2021 with the option of auditing its financial statements for each of the four subsequent fiscal years. These audits are to be performed in accordance with general accepted auditing standards, the standards set forth for financial audits in the General Accounting Office's (GAO) Government Auditing Standards, the provisions of the federal Single Audit Act of 1984 (as amended in 1996) and U.S. Office of Management and Budget (OMB) Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations.

Request for Proposal (RFP) #RC-419-P-2021 was issued on March 15, 2021. There was one submission. An evaluation team reviewed and scored the submittal and Mauldin & Jenkins was found responsive and responsible.

ADDITIONAL COMMENTS FOR CONSIDERATION:

None.

ATTACHMENTS:

None.

Richland County Council Request for Action

Subject:

Department of Public Works - Award of 80,000lb Excavator

Notes:

May 25, 2021 – The A&F Committee recommended Council approve the award of a bid to MAY/RHI National Equipment Dealers for an 80,000 lb. excavator.



Agenda Briefing

Prepared by:	Jennifer Wladischkin	Title:	Manager
Department:	Finance	Division:	Procurement
Date Prepared:	April 29, 2021	Meeting Date:	May 25, 2021
Legal Review	Elizabeth McLean via email	Date:	May 10, 2021
Budget Review	James Hayes via email	Date:	May 11, 2021
Finance Review	Stacey Hamm Via email	Date:	May 11, 2021
Approved for consideration:	Assistant County Administrator	John M. Thompson, Ph.D., MBA, CPM	
Committee	Administration & Finance		
Subject:	Tracked Excavator Purchase		

STAFF’S RECOMMENDED ACTION:

Staff recommends that County Council approve the award of a bid to MAY/RHI National Equipment Dealers for an 80,000 lb. excavator.

Request for Council Reconsideration: Yes

FIDUCIARY:

Are funds allocated in the department’s current fiscal year budget?	<input checked="" type="checkbox"/>	Yes		No
If no, is a budget amendment necessary?		Yes		No

ADDITIONAL FISCAL/BUDGETARY MATTERS TO CONSIDER:

The cost of the 2021 Hyundai (HX350AL) Excavator is \$279,100.00. As part of the bid, the County requested the vendor’s trade-in allowance for the 2004 Caterpillar excavator being replaced. The vendor is allowing \$44,000.00 for a trade-in allowance, the highest allowance that was submitted. The total cost to the Solid Waste & Recycling Division will be \$235,100.00. This machine will be purchased through General Obligation (GO) Bond funding, account 1344995000-531400/13443650.531400.

COUNTY ATTORNEY’S OFFICE FEEDBACK/POSSIBLE AREA(S) OF LEGAL EXPOSURE:

None.

REGULATORY COMPLIANCE:

Purchase of this replacement equipment will support landfill operations consistent with the requirements of our SCDHEC permit.

MOTION OF ORIGIN:

There is no associated Council motion of origin.

Council Member	
Meeting	
Date	

STRATEGIC & GENERATIVE DISCUSSION:

The Solid Waste & Recycling Division staff relies heavily on our excavator for daily activities at Richland County Landfill. In order to maintain compliance with our SC DHEC permit, the excavator is utilized to excavate cover dirt, remove overburden, load aggregates, clean out ponds, and other duties as needed. Our 2004 Caterpillar excavator currently has 4,634 hours of use. Reduced reliability along with accumulated repair costs have made a replacement necessary. Excavators and other heavy equipment operating in a landfill environment experience severe conditions to which other earth moving equipment is not routinely subjected. This type of an environment leads to heavy equipment's useful life being reduced by half as compared with the construction industry. Due to the condition of the excavator the trade-in allowance is fair and it is not expected that taking the equipment to auction would yield a price higher than the allowance; and in fact there is the risk it could sell for considerably less given the age and hours.

Request for Bid (RFB) #RC-421-B-2021 was issued on March 22, 2021. There were six submissions. The lowest bidder, Company Wrench, provided a bid for an excavator that did not meet the arm length required in the specifications. Therefore, the low bidder was determined to be non-responsive and the second lowest bidder, MAY/RHI National Equipment Dealers, was found to be the lowest, responsive and responsible bidder.

ADDITIONAL COMMENTS FOR CONSIDERATION:

None.

ATTACHMENTS:

1. Bid Tabulation

RC-421-B-2021 80,000 lb Heavy Duty Hydraulic Excavator				Ascendum Machinery		Blanchard Machinery		Company Wrench		Flint Equipment		Hills Machinery Company		/RHI National Equipment De	
#	Items	Quantity	Unit of Measure	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost
#0-1	80,000 lb. Heavy Duty Hydraulic Excavator per specifications	1	EA	\$286,422.00	\$286,422.00	\$296,694.00	\$296,694.00	\$265,959.00	\$265,959.00	\$329,177.00	\$329,177.00	\$314,135.57	\$314,135.57	\$279,100.00	\$279,100.00
#0-2	Trade in Allowance- 2004 Caterpillar 330CL Excavator, with 4.468 hours of service. Equipment may be examined by appointment with Richland County C and D Landfill Supervisor, Alan Huffstetler, (803)576-2391. Trade-in offer should be clearly indicated in bid as a separate line item. Richland County reserves	1	EA	\$40,000.00	\$40,000.00	\$40,000.00	\$40,000.00	\$30,000.00	\$30,000.00	\$37,000.00	\$37,000.00	\$42,500.00	\$42,500.00	\$44,000.00	\$44,000.00
#0-3	Optional Extended Warranty- please attach the right to accept or refuse any trade-in offer. warranty terms in Requested Information	1	EA	\$11,915.00	\$11,915.00	\$7,670.00	\$7,670.00	\$11,300.00	\$11,300.00	\$3,297.00	\$3,297.00	\$3,552.00	\$3,552.00	\$12,516.25	\$12,516.25

Richland County Council Request for Action

Subject:

Department of Public Works – County Line Trail

Notes:

May 25, 2021 – The A&F Committee recommended Council approve the award of a construction contract to Republic Contracting Corporation for the repair and bridge replacement on County Line Trail.



Agenda Briefing

Prepared by:	Jennifer Wladischkin	Title:	Manager
Department:	Finance	Division:	Procurement
Date Prepared:	May 04, 2021	Meeting Date:	May 25, 2021
Legal Review	Elizabeth McLean via email	Date:	May 18, 2021
Budget Review	James Hayes via email	Date:	May 18, 2021
Finance Review	Stacey Hamm via email	Date:	May 18, 2021
Approved for consideration:	Assistant County Administrator		
Committee	Administration & Finance		
Subject:	Contract Award, RC-422-B-2021, County Line Trail Bridge Replacement		

STAFF’S RECOMMENDED ACTION:

Staff recommends that County Council approve the award of a construction contract to Republic Contracting Corporation for the repair and bridge replacement on County Line Trail

Request for Council Reconsideration: Yes

FIDUCIARY:

Are funds allocated in the department’s current fiscal year budget?	<input checked="" type="checkbox"/>	Yes		No
If no, is a budget amendment necessary?		Yes		No

ADDITIONAL FISCAL/BUDGETARY MATTERS TO CONSIDER:

This project is funded by a FEMA Disaster Relief Grant from the 2015 Flood. The title for this grant is FEMA Grant 4241(DR) – PW#257. Funds for the project are located in account– 1200992030.532200/4811000.532200 Purchase Requisition (PR) R2102102.

COUNTY ATTORNEY’S OFFICE FEEDBACK/POSSIBLE AREA(S) OF LEGAL EXPOSURE:

None.

REGULATORY COMPLIANCE:

Non-applicable.

MOTION OF ORIGIN:

There is no associated Council motion of origin.

Council Member	
Meeting	
Date	

STRATEGIC & GENERATIVE DISCUSSION:

During the 2015 Flood, the existing culvert under County Line Trail was washed out, and the road was subsequently closed. Since that time, County staff has requested grant funding from FEMA and has received approval. The project will replace old arch culverts with a new bridge structure providing better hydraulics for the water flow as well as less frequent maintenance needed from County crews.

FEMA approved an amount for construction of the improvements of \$597,392.07 which is lower than the bid amount. However, since this is a "Large Project" as defined by FEMA, they will reimburse the actual funds spent, so there will not be any shortfall on the project budget.

A Request for Bids RC-422-B-2021 was issued on March 23rd. There were three responses. Republic Contracting Corporation's bid of \$616,158.55 was the lowest responsive and responsible bid and was within the Engineer's Estimate for the project. Federal grant requirements do not allow for geographical preferences so there is no SLBE participation. Republic Contracting did include 39.9% minority/disadvantaged business participation on the project. The project budget shall include a 10% contingency of \$61,615.85 for a total amount of \$677,774.40.

Richland County Department of Public Works will manage the contractor that will be performing the repair and bridge replacement.

ADDITIONAL COMMENTS FOR CONSIDERATION:

None.

ATTACHMENTS:

1. FEMA Grant Documents
2. Location Map
3. SCEMD Email
4. Bid Tabulation

PA-04-SC-4241-PW-00257(2) <u>P</u>	
Applicant Name: RICHLAND (COUNTY)	Application Title: RCCDW01 - Road & Bridge Repair (3 Roads) CL, Lock, & BF
Period of Performance Start: 10-05-2015	Period of Performance End: 04-05-2017

Bundle Reference # (Amendment #) PA-04-SC-4241-PW-00257(1308)	Date Awarded 10-14-2020
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Subgrant Application - FEMA Form 90-91

Note: The Effective Cost Share for this application is 75%

FEDERAL EMERGENCY MANAGEMENT AGENCY PROJECT WORKSHEET							
DISASTER				PROJECT NO.	PA ID NO.	DATE	CATEGORY
FEMA	4241	-	DR	RCCDW01	079-99079-00	04-16-2018	C
APPLICANT: RICHLAND (COUNTY)						WORK COMPLETE AS OF: 01-14-2016 : 0 %	
Site 1 of 3							
DAMAGED FACILITY: County Line Road & Bridge						COUNTY: Richland	
LOCATION: PA-04-SC-4241-PW-00257(0): County Line Trail and bridge; Elgin, SC gps 34.12787 -80.79397 PA-04-SC-4241-PW-00257(1): PA-04-SC-4241-PW-00257(2): Current Version:						LATITUDE: 34.12787	LONGITUDE: -80.79397
DAMAGE DESCRIPTION AND DIMENSIONS: PA-04-SC-4241-PW-00257(0): During the incident period of October 1, 2015 to October 23, 2015 severe storms and heavy rainfall impacted Richland County. Rainfall during the period of October 1, 2015 to October 4, 2015 exceeded over 20 inches. Rivers, creeks and ponds were overfilled and overland flooding occurred in many parts of the county impacting roads, culverts and bridges. This PW covers damage to three (3) roads in the County. Damage description and dimensions are as follows: Site 1; County Line Trail and County Line Trail Bridge, Elgin, SC (GPS 34.12787, - 80.79397). 1,210 LF x 24 ft. wide gravel road, adjacent ditches, and an 18 inch culvert were washed out by overland floodwaters. The County Line Trail Bridge; a 22 LF x 24 ft. wide concrete bridge was eroded and washed out by floodwaters from a failure of an upstream reservoir and overland flooding. Dimensions are as follows: 1) Floodwaters eroded and washed away 510 LF x 24 ft. width x 6 inch depth of gravel road surface and average depth of 3.5 ft. road base = 4 ft. total average depth of road. 2) Floodwaters eroded and washed away 1,020 LF x 2 ft. width x 2 ft. depth of adjacent road shoulders/ditches on both sides of the road. This damage occurred from GPS coordinates to County Line Trail Bridge. 3) Floodwaters eroded and washed away 1,400 LF x 2 ft. width x 2 ft. depth of adjacent road shoulders/ditches on both sides of the road. This damage occurred from GPS coordinates running South on County Line Trail. 4) County Line Trail Bridge was washed out by floodwaters. The bridge was 22 ft. long x 24 ft. wide x estimated 8 ft. high. The bridge was constructed in 1987 using three(3) 7.5 ft. wide x estimated 7.5 ft. deep x 24 ft. long precast reinforced arched concrete box culverts placed side by side. The box culverts had six(6) 4 ft. high x 7.5 ft. long x 12 inch thick precast reinforced concrete top flanges = 22 ft. per side, on both sides of the road. Two(2) 6 ft. wide x estimated 10 ft. deep x 12 inch thick reinforced concrete wing walls were placed on the upstream side at the joints to prevent joint erosion. Four (4) 17.75 ft. long x estimated 10 ft. deep x 12 inch thick reinforced concrete head walls placed for erosion control. 5). An 18 inch diameter x 24 LF. reinforced concrete pipe storm water culvert, crossing the road was eroded and the road was washed out around the culvert. The culvert was disturbed and suffered joint failure damage at each joint. PA-04-SC-4241-PW-00257(1): ** *****Version 1***** Site 1; County Line Trail and County Line Trail Bridge, Elgin, SC (GPS 34.12787, - 80.79397). A 1,210 LF x 24 LF wide gravel road, adjacent ditches, and an 18 inch culvert were washed out by torrential floodwaters. The County Line Trail Bridge; a 16 LF long x 24 LF wide concrete single span, three section, arch culvert bridge, was eroded and washed out by floodwaters from the failure of an upstream reservoir and the resulting flood waters. Damage description and dimensions are as follows: 1) Floodwaters eroded and washed away 510 LF x 24 LF width x 6 inch depth of gravel road surface. 2) Floodwaters eroded and washed away 510 LF x 24 ft. width x average depth of 3.5 LF of road base material. 3) Floodwaters eroded and washed away 1,020 LF x 2 ft. width x 2 ft. depth of adjacent road shoulders/ditches running north of the bridge, on both sides of the road. 4) Floodwaters eroded and washed away 1,400 LF x 2 ft. width x 2 ft. depth of adjacent road shoulders/ditches running south of the bridge, on both sides of the road. 5) County Line Trail Bridge was washed out by floodwaters. The bridge was 16 ft. long x 24 ft. wide x estimated 8 ft. high. The single span bridge was constructed in 1987 using three (3) 8 ft. wide x estimated 7.5 ft. deep x 16 ft. long precast reinforced arched concrete bottomless culvert sections placed side by side. The con span culvert had six (6) 4 ft. high x 7.5 ft. long x 12 inch thick precast reinforced concrete top flanges = 22 ft. per side, on both sides of the road. Two (2) 6 ft. wide x estimated 10 ft. deep x 12 inch thick reinforced concrete wing walls were placed on the upstream side at the joints to prevent joint erosion. Four (4) 17.75 ft. long x estimated 10 ft. deep x 12 inch thick reinforced concrete head walls placed for erosion control. Road base material which covered the culvert with approximately a 1.5 LF high freeboard, was lost. 16 LF x 24 LF x 1.5 LF = 19.5 CY of base. Road surface material was lost. 16 LF x 24 LF x .5 = 7.1 CY of surface gravel. 6). An 18 inch diameter x 24 LF. reinforced concrete pipe storm water culvert, crossing the road was eroded and the road was washed out around the culvert. The culvert was disturbed and suffered joint failure damage at each joint. ** PA-04-SC-4241-PW-00257(2): Current Version:							
SCOPE OF WORK: PA-04-SC-4241-PW-00257(0): Site 1; Applicant intends to competitively bid the repair of County Line Rd. and bridge. Scope as follows: 1) Repair an area 510 LF x 24 ft. width x 6 inch depth of road surface and average depth of 3.5 ft. road base = 4 ft. (510 X 24 X 4 = 48,960 cf/27 = 1,813 cy. of material. 2) Repair an area 1,020 LF x 2 ft. width x 2 ft. depth of road shoulders/ditches on both sides of the road. (1,020 X 2 X 2 = 4,080 cf/27 = 151 cy X 2 = 302 cy of material. 3) Repair an area 1,400 LF x 2 ft. width x 2 ft. depth of road shoulders/ditches on both sides of the road. (1,400 X 2 X 2 = 5,600 cf/27 = 207 cy of material. 4) Rebuild the concrete box culvert bridge 22 ft. long x 24 ft. wide x 8 ft. high using three (3) 7.5 ft. wide x 7.5 ft. deep x 24 ft. long precast reinforced arched concrete box culverts placed side by side. Replace six (6) 4 ft. high x 7.5 ft. long x 12 inch thick precast reinforced concrete top flanges on both sides of the bridge. Replace two(2) 6 ft. wide x 10 ft. deep x 12 inch thick reinforced concrete wing walls on the upstream side to prevent joint erosion. Replace four(4) 17.75 ft. long x 10 ft. deep x 12 inch thick reinforced concrete head walls for erosion control. 5). Replace an 18 inch diameter x 24 LF. reinforced concrete pipe storm water culvert under the road. Estimated cost of repairs is \$344,638.00 (see CEF attached).							
PROJECT NOTES							

Review of county documents indicates that County Line Trail Bridge is the responsibility of Richland County. The North approach to the bridge is the responsibility of Kershaw County. Repair estimates were prepared utilizing unit costs developed by SCDOT in the days following the event. SCDOT requested separate unit costs from 26 qualified state contractors. SCDOT then averaged these costs to produce an accurate post-event listing of unit costs. In addition, some unit costs had to be converted from the dimensions included in the DDD to weights included in the unit costs (i.e. CY to Tons).

DIRECT ADMINISTRATIVE COSTS

The subgrantee is requesting direct administrative costs that are directly chargeable to this specific project. Associated eligible work is related to administration of this PA project only and in accordance with 44 CFR §13.22. These costs are treated consistently and uniformly as direct costs in all Federal awards and other sub-grantee activities and are not included in any approved indirect cost rates. The sub-grantee will claim both force account and contracted Direct Administrative Costs to manage the grant process from inception to closeout. The County engaged Tetra Tech through a competitively procured contract to assist with the FEMA Public Assistance Process. At this time, direct administrative costs are estimated at 5% of total project costs and will be based on actual reasonable costs directly chargeable to the project.

HAZARD MITIGATION The sub-grantee intends to explore Section 406 Hazard Mitigation measures for Site #1, County Line Trail to possibly include elevating and hardening bridge and approaches to prevent future loss. Increase storm water culvert size from 18 inch to 24 inch diameter for increase flow to prevent floodwater overtopping road loss. These options will be proposed through the engineering process amendment therefore no costs have been included at this time. The sub-grantee intends to explore Section 406 Hazard Mitigation measures for Site #2, Locklier Road, to possibly install riprap on the shoulder of each side of the road and around the inlet and outlet of the culvert to harden the washedout area to prevent future erosion. Site 3; The sub-grantee intends to explore Section 406 Mitigation measures to prevent future loss. Hazard Mitigation will be proposed through the engineering process and will be included in the anticipated PW version. PA-04-SC-4241-PW-00257(1); **

*****VERSION 1*****

Site 1; Applicant intends to competitively bid the repair of County Line Trail and bridge. Specific scope line items are as follows:

- 1) Repair an area 510 LF x 24 ft. width x 6 inch depth of road surface (510 X 24 X .5 = 6,120 CF /27 = 227 CY of road surface material.
- 2) Repair an area 510 LF x 24 ft. width x average depth of 3.5 ft. road base (510 X 24 X 3.5 = 42,840 CF /27 = 1,587 CY of base material.
- 3) Repair an area 1,020 LF x 2 ft. width x 2 ft. depth of road shoulders/ditches on both sides of the road. (1,020 X 2 X 2 = 4,080 CF /27 = 151 CY X 2 = 302 CY of material.
- 4) Repair an area 1,400 LF x 2 ft. width x 2 ft. depth of road shoulders/ditches on both sides of the road. (1,400 X 2 X 2 = 5,600 CF /27 = 207 CY of material.
- 5) Rebuild the single span concrete box culvert bridge 16 ft. long x 24 ft. wide x 8 ft. high using three (3) 8 ft. wide x 7.5 ft. deep x 16 ft. long precast reinforced arched concrete culvert sections placed side by side.

Replace six (6) 4 ft. high x 7.5 ft. long x 12 inch thick precast reinforced concrete top flanges on both sides of the bridge.

Replace two(2) 6 ft. wide x 10 ft. deep x 12 inch thick reinforced concrete wing walls on the upstream side to prevent joint erosion.

Replace four (4) 17.75 ft. long x 10 ft. deep x 12 inch thick reinforced concrete head walls for erosion control.

6). Replace an 18 inch diameter x 24 LF. Reinforced concrete pipe (RCP) storm water culvert under the road.

Estimated cost of in-kind repairs is \$481,624.00 (see CEF attached with hard and soft costs).

This large project was estimated using the Cost Estimating Format (CEF).

DAC Estimated - \$24,729.75

FEMA policy states that DAC include "costs that can be tracked, charged, and accounted for directly to a specific project and are limited to actual reasonable costs incurred for a specific project.

Eligible DAC - \$0.00

PROJECT NOTES

Applicant intends to repair the County Line Trail Bridge with an 1800 SY Cored Slab Bridge as a mitigation upgrade from the in-kind repair of a 3 section, single span arch culvert bridge. See attached Hazard Mitigation Proposal.

The costs will be in-kind repair without the Arch Culvert - \$299,673.99
Hazard Mitigation costs for a Core Slab Bridge with Rip Rap - \$297,718.08
A/E and Project Management costs - \$76,333.33
Total costs for the County Line Trail Bridge repair - \$673,725.40

Review of county documents indicates that County Line Trail Bridge is the responsibility of Richland County. The North approach to the bridge is the responsibility of Kershaw County. Repair estimates were prepared utilizing unit costs developed by SCDOT in the days following the event. SCDOT requested separate unit costs from 26 qualified state contractors. SCDOT then averaged these costs to produce an accurate post-event listing of unit costs. In addition, some unit costs had to be converted from the dimensions included in the DDD to weights included in the unit costs (i.e. CY to Tons).

AECOM was competitively procured by applicant to perform hydrologic and hydraulic studies for each site, then design, bid, manage, and close out the repairs. The contract costs for AECOM are divided into equal parts for each of the three sites. Site 1, County Line Road, will require more design work and additional permitting. An additional \$35,000.00 is included in the CEF for this site to defray those costs.

DIRECT ADMINISTRATIVE COSTS (ESTIMATED) FEMA policy states that DAC include "costs that can be tracked, charged, and accounted for directly to a specific project and are limited to actual reasonable costs incurred for a specific project.

-- CHANGES TO SCOPE OF WORK DESCRIBED IN THIS PW/SA (SUBGRANT APPLICATION): Any change to the approved scope of work on a Project Worksheet (PW/SA) must be reported and approved before work begins. Failure to report changes may jeopardize Federal and State funding. In the case of a change in scope of work, the applicant shall notify the South Carolina Division of Emergency Management program representative Brittany Kelly, bkelly@emd.sc.gov prior to starting work. PA-04-SC-4241-PW-00257(2);

Current Version:

Site 2 of 3			
DAMAGED FACILITY: Locklier Rd.		COUNTY: Richland	
LOCATION: PA-04-SC-4241-PW-00257(0): Locklier Rd. Blythewood, SC gps 34.19042 -81.00705 PA-04-SC-4241-PW-00257(1): No Change PA-04-SC-4241-PW-00257(2):		LATITUDE: 34.19042	LONGITUDE: -81.00705
Current Version:			
DAMAGE DESCRIPTION AND DIMENSIONS: PA-04-SC-4241-PW-00257(0): Locklier Road and drainage culvert was eroded and washed out by floodwaters from a branch of Beasley Creek and overland flooding. The following damages were the result of this event (GPS: 34.19042, -81.00705); Dimensions are as follows: 1) Floodwaters eroded and washed away 25 LF x 18 ft. width x 6 ft. depth 6 inch. deep gravel road surface and average of 5.5 ft. depth of road base = 6 ft. total average depth of road. 2) Road shoulders on both sides of the road were washed out 25 LF per side x 6 ft. W x 6 ft. D. 3) A 48 inch diameter x 28 LF reinforced concrete pipe drainage culvert, crossing the road was eroded and the road was washed out around the culvert. The 48 inch diameter culvert was disturbed and suffered joint failure damage at each joint. PA-04-SC-4241-PW-00257(1): During the incident period, Locklier Road (GPS: 34.19042, -81.00705) and two reinforced concrete pipe drainage culverts were eroded and washed out by floodwaters from a branch of Beasley Creek and additional overland flooding. The following damages were the result of this event: 1) Floodwaters eroded and washed away 25 LF x 18 LF wide x an average 5.5 LF deep section of road base was washed out. 2) Floodwaters eroded and washed away 25 LF x 18 LF wide x .5 LF deep section of gravel road surface was washed out. 3) Road shoulders on both sides of the road were washed out 25 LF per side x 6 LF wide x 6 LF deep.			

- 4) A 30 LF long x 30 IN diameter RCP culvert, crossing the road, was eroded and the road was washed out around the culvert. The culvert suffered joint failure damage at each joint.
 - 5) A 27 LF long x 30 IN diameter RCP culvert, crossing the road, was eroded and the road was washed out around the culvert. The culvert suffered joint failure damage at each joint.
- PA-04-SC-4241-PW-00257(2);

Current Version:

SCOPE OF WORK:

PA-04-SC-4241-PW-00257(0):

Site 2; Applicant intends to competitively bid the repair of Locklier Rd. as follows;

- 1) Repair an area of road 25 LF x 18 ft. width x 6 ft. depth of 6 inch gravel road surface and average of 5.5 ft. depth of road base = 6 ft. total average depth of road. (25 LF x 18 ft. W x 6 ft. D = 2,700 cf/27 = 100 CY of road surface and base.
 - 2) Repair shoulders on both sides of the road in an area 25 LF per side x 6 LF wide x 6 ft. Depth = 900 CF/2 (slope factor) = 450 CF/27 = 16.7 CY per side x 2 sides = 33.4 CY of shoulder material. Total road material loss = 100 CY + 33.4 CY = 133.4 CY total.
 - 3) Replace a 48 inch diameter x 28 LF reinforced concrete pipe drainage culvert.
- Estimated cost of repairs is \$21,289.25

Additional costs as needed for engineering and design.

PA-04-SC-4241-PW-00257(1):

Site 2; Applicant intends to competitively procure a local engineering (AE) firm to design, bid, manage and closeout the repairs. Specific scope line item repairs are as follows:

- 1) Repair an area of road 25 LF x 18 LF wide x an average of 5.5 LF deep section of gravel road base. 25 x 18 x 5.5 = 2,475 CF /27 = 92 CY of base material.
- 2) Repair an area of road 25 LF x 18 LF wide x .5 LF deep section of gravel road surface. 25 x 18 x .5 = 225 CF /27 = 9 CY of surface material.
- 3) Repair shoulders on both sides of the road in an area 25 LF per side x 6 LF wide x 6 LF deep = 900 CF /2 (slope factor) = 450 CF /27 = 17 CY per side x 2 sides = 34 CY of shoulder material.
- 4) Replace a 30 LF long x 30 IN diameter reinforced concrete pipe drainage culvert.
- 5) Replace a 27 LF long x 30 IN diameter reinforced concrete pipe drainage culvert.

Total Base Material; 126 CY

Total Surface Material; 9 CY

Estimated cost submitted - \$300,800.00
(includes upgrade, code and standard, to culverts)

Estimated costs to repair in-kind - \$49,783.56
PA-04-SC-4241-PW-00257(2):

Current Version:

Site 3 of 3

DAMAGED FACILITY:

Bud Keef Rd.

COUNTY: Richland

LOCATION:

PA-04-SC-4241-PW-00257(0):
Bud Keef Rd. Columbia, SC
gps 34.18213 -80.90087
PA-04-SC-4241-PW-00257(1):
PA-04-SC-4241-PW-00257(2):

LATITUDE:
34.18213

LONGITUDE:
-80.90087

Current Version:

DAMAGE DESCRIPTION AND DIMENSIONS:

PA-04-SC-4241-PW-00257(0):

During the event, stream and overland flooding caused erosion/wash out of a section of Bud Keef Road.(34.18213 -80.90087. The following damages were the result of this event;

- 1) A 25 LF x 12 ft. wide x 4 ft. deep section of gravel road was washed out.
- 2) A 25 LF x 10 ft. wide x 4 ft. deep section of road embankment/runoff area was washed out.
- 3) A 400 LF x 25 ft. wide x 1 ft. deep section of gravel road surface and road base was eroded and washed out.
- 4) A 400 LF x 4 ft. wide x 1 ft. deep section of ditch on both sides of the road needs to be redefined.

PA-04-SC-4241-PW-00257(1):

During the incident period, stream and overland flooding caused erosion/wash out of a section of Bud Keef Road.(34.18213 -80.90087. The event also damaged two reinforced concrete pipe culverts. The following damages were the result of this event:

- 1) A 25 LF x 12 LF wide x 3.5 LF deep section of gravel road base was washed out.
 - 2) A 25 LF x 12 LF wide x.5 LF deep section of gravel road surface was washed out.
 - 3) A 25 LF x 10 LF wide x 4 LF deep section of road embankment/runoff area was washed out.
 - 4) A 400 LF x 25 LF wide x .5 LF deep section of gravel road surface was eroded and washed out.
 - 5) A 400 LF x 25 LF wide x .5 LF deep section of road base was eroded and washed out.
 - 6) A 400 LF x 4 ft. wide x 1 ft. deep section of ditch on both sides of the road needs to be redefined.
 - 7) A 20 LF long x 30 IN diameter RCP culvert suffered joint damage throughout its length due to erosion effects from the flood waters.
 - 8) A 28 LF long x 30 IN diameter RCP culvert suffered joint damage throughout its length due to erosion effects from the flood waters.
- PA-04-SC-4241-PW-00257(2):

Current Version:

SCOPE OF WORK:

PA-04-SC-4241-PW-00257(0):

Site 3; Applicant intends to competitively procure a local engineering (AE) firm to design, bid, manage and closeout the repairs. Scope as follows;

- 1) Repair a 25 LF x 12 ft. wide x 4 ft. deep section of gravel road. (25 x 12 x 4 = 1,200 cf/27 = 44.4 CY of material.
 - 2) Repair 25 LF x 10 ft. wide x 4 ft. deep section of road embankment/runoff area. (25 x 10 x 4 = 1,000 cf/27 = 37 CY of material).
 - 3) Repair a 400 LF x 25 ft. wide x 1 ft. deep section of gravel road surface and road base. 400 x 25 x 1 = 10,000 cf/27 = 370 CY of material.
 - 4) Clean and shape 400 LF x 4 ft. wide x 1 ft. deep section of ditch on both sides of the road. (400 x 2 = 800 LF).
- Estimated cost of repairs is \$83,019.09

Additional costs as needed for engineering and design.

PA-04-SC-4241-PW-00257(1):

Site 3; Applicant intends to competitively procure a local engineering (AE) firm to design, bid, manage and closeout the repairs. Specific scope line item repairs are as follows:

- 1) Repair a 25 LF x 12 LF wide x 3.5 LF deep section of gravel road base. 25 x 12 x 3.5 = 1,050 CF /27 = 39 CY of material.
- 2) Repair a 25 LF x 12 LF wide x.5 LF deep section of gravel road surface. 25 x 12 x .5 = 150 CF /27 = 6 CY of material.
- 3) Repair 25 LF x 10 LF wide x 4 LF deep section of road embankment/runoff area. 25 x 10 x 4 = 1,000 CF /27 = 37 CY of material.
- 4) Repair a 400 LF x 25 LF wide x .5 LF deep section of gravel road surface. 400 x 25 x .5 = 5,000 CF /27 = 185 CY of material.
- 5) Repair a 400 LF x 25 LF wide x .5 LF deep section of gravel road base. 400 x 25 x .5 = 5,000 CF /27 = 185 CY of material.
- 6) Clean and shape a 400 LF x 4 LF wide x 1 LF deep section of ditch on both sides of the road. 400 x 4 x 1 = 405 CF /27 = 15 CY
- 7) Replace a 20 LF long x 30 IN diameter RCP storm water culvert.
- 8) Replace a 28 LF long x 30 IN diameter RCP storm water culvert.

Total Base Material: 261 CY

Total Surface Material: 191 CY

91 of 362

Estimated cost submitted - \$315,014
(includes upgrade, code and standard, to culverts)

Estimated costs to repair in-kind - \$78,116.58
PA-04-SC-4241-PW-00257(2):

Current Version:

Does the Scope of Work change the pre-disaster conditions at the site? Yes No Special Considerations included? Yes No

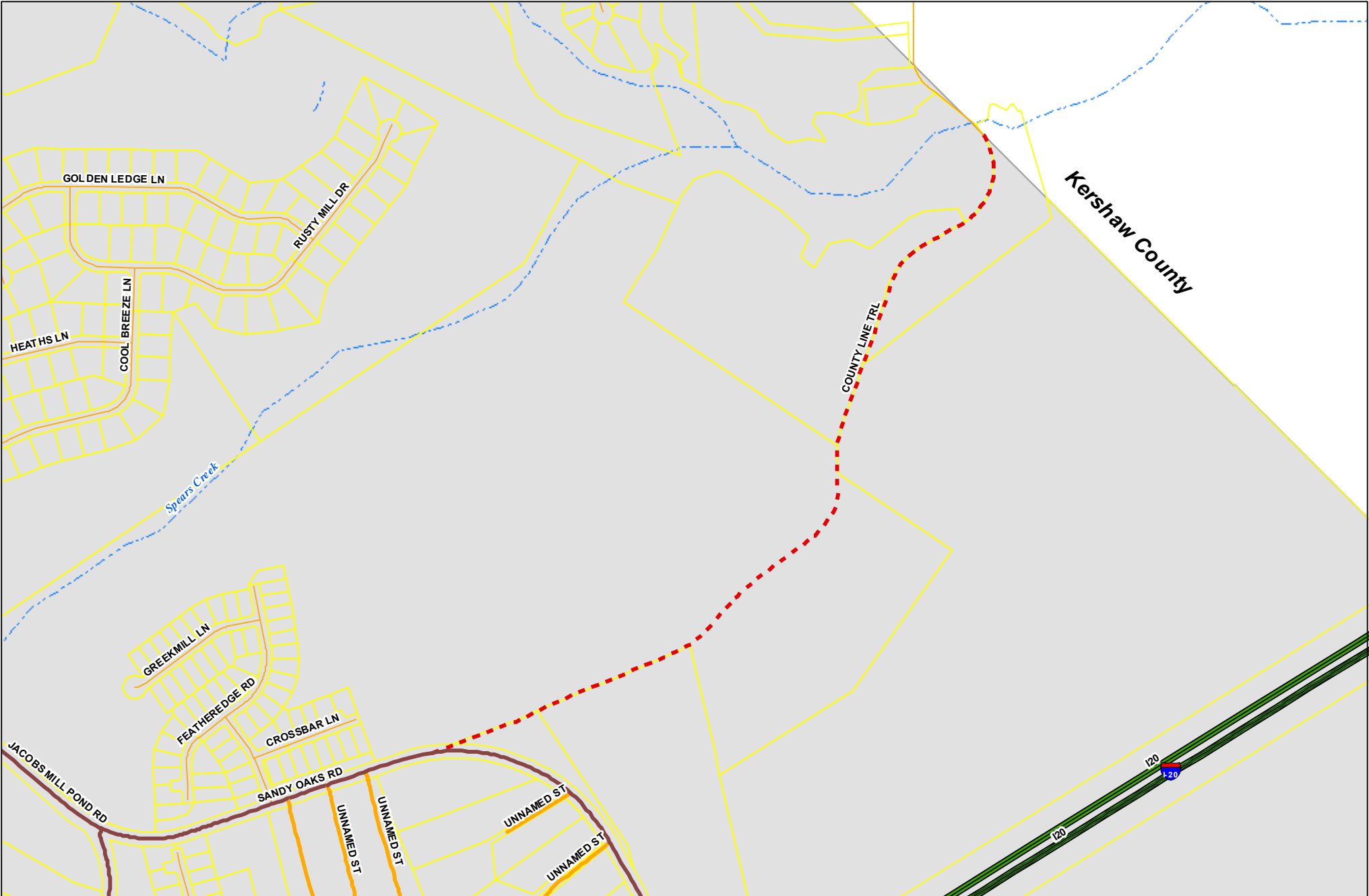
Hazard Mitigation proposal included? Yes No Is there insurance coverage on this facility? Yes No

PROJECT COST

ITEM	CODE	NARRATIVE	QUANTITY/UNIT	UNIT PRICE	COST
		*** Version 0 ***			
		Work To Be Completed			
1	9000	CEF Cost Estimate (See Attached Spreadsheet)	1/LS	\$ 448,946.34	\$ 448,946.34
		Direct Subgrantee Admin Cost			
2	9901	Direct Administrative Costs (Subgrantee)	1/LS	\$ 24,729.75	\$ 24,729.75
		*** Version 1 ***			
		Work To Be Completed			
3	9000	CEF Cost Estimate (See Attached Spreadsheet)	1/LS	\$ -448,946.34	\$ -448,946.34
4	0000	LOCKLIER ROAD	0/LS	\$ 0.00	\$ 0.00
5	9001	Contract	1/LS	\$ 49,783.56	\$ 49,783.56
6	0000	BUD KEEF ROAD	0/LS	\$ 0.00	\$ 0.00
7	9001	Contract	1/LS	\$ 78,116.58	\$ 78,116.58
8	0000	COUNTY LINE AND TRAIL	0/LS	\$ 0.00	\$ 0.00
9	9000	CEF Cost Estimate (See Attached Spreadsheet)	1/LS	\$ 481,624.00	\$ 481,624.00
		Direct Subgrantee Admin Cost			
10	9901	Direct Administrative Costs (Subgrantee)	1/LS	\$ -24,729.75	\$ -24,729.75
		*** Version 2 ***			
		Work To Be Completed			
11	9999	V-2 Mitigation Reductions for in-kind repair	1/EA	\$ -181,950.01	\$ -181,950.01
12	9999	A/E and Management	1/EA	\$ 76,333.33	\$ 76,333.33
13	0909	Hazard Mitigation Proposal	1/LS	\$ 297,718.08	\$ 297,718.08
				TOTAL COST	\$ 801,625.54

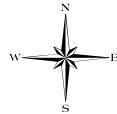
PREPARED BY DANIEL HOELLER and Kirk Brown	TITLE Project Specialist	SIGNATURE
APPLICANT REP. Miranda Spivey	TITLE Division Manager-Fire	SIGNATURE

County Line Trl



Legend

- | | | |
|-----------|-----------------|------------|
| Waterbody | Other | SCDOT |
| Streams | County Paved | Interstate |
| Parcels | County Unpaved | Proposed |
| | Private / Other | None |



1 inch = 600 feet

DISCLAIMER: This is a product of the Richland County Public Works Department. The data depicted here have been developed with extensive cooperation from other county departments, as well as other federal, state and local governments agencies. Reasonable efforts have been made to ensure the accuracy of this map. Richland County expressly disclaims responsibility for damages or liability that may arise from the use of this map.

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 Richland County Public Works
 400 Powell Rd.
 Columbia, SC 29203



STEPHEN STALEY

From: Edwards, Erika <eedwards@emd.sc.gov>
Sent: Wednesday, May 5, 2021 11:30 AM
To: STEPHEN STALEY
Cc: Volk, Allison
Subject: County Line Trail Cost
Attachments: Federal Emergency Management Agency E-Grants _ Subgrant Application - FEMA Form 90-91.pdf

Good morning Stephen,

The PW is the official document showing that FEMA, SCEMD, and the applicant have all reviewed and agreed upon the written cost and scope captured in the project. The latest version (Version 2 – see attached) was obligated or awarded on 10-14-2020 for the amount of \$801,625.54. This includes damages for Bud, Locklier, and County Line Trail Roads. The total cost for County Line Trail is \$673,725.40 (See the Attached PW 90-91 Project notes). Please make sure to follow proper procurement and the approved scope of work in Version 2. The funding is obligated, but since it is a large project, the County will need to submit a Request for Reimbursement based on the actual costs incurred in order to receive the funds.

- See FEMA form 90-91
PROJECT NOTES

Applicant intends to repair the County Line Trail Bridge with an 1800 SY Cored Slab Bridge as a mitigation upgrade from the in-kind repair of a 3 section, single span arch culvert bridge. See attached Hazard Mitigation Proposal.

The costs will be in-kind repair without the Arch Culvert - \$299,673.99
Hazard Mitigation costs for a Core Slab Bridge with Rip Rap - \$297,718.08
A/E and Project Management costs - \$76,333.33
Total costs for the County Line Trail Bridge repair - \$673,725.40

Let Allison or myself know if you have any questions.

Sincerely,

Erika Edwards
Public Assistance Coordinator
South Carolina Emergency Management Division
2779 Fish Hatchery Road
West Columbia, SC 29172
eedwards@emd.sc.gov
(803) 528-3462
7:00am-3:30pm

RC-422-B-2021 County Line Trail Improvements

	Cherokee, Inc.	McClam and Associates Inc	Republic Contracting Corporation
Total Cost	\$ 801,486.4	\$ 660,519.6	\$ 616,158.55

Richland County Council Request for Action

Subject:

Department of Public Works – Danbury Drainage Improvements

Notes:

May 25, 2021 – The A&F Committee recommended Council approve the award of a contract for construction of the CDBG-DR Grant funded Danbury Drive Drainage Improvements to L-J, Inc.



Agenda Briefing

Prepared by:	Jennifer Wladischkin	Title:	Manager
Department:	Finance	Division:	Procurement
Date Prepared:	April 29, 2021	Meeting Date:	May 25, 2021
Legal Review	Elizabeth McLean via email	Date:	May 17, 2021
Budget Review	James Hayes via email	Date:	May 18, 2021
Finance Review	Stacey Hamm via email	Date:	May 11, 2021
Approved for consideration:	Assistant County Administrator	Leonardo Brown, MBA, CPM	
Committee	Administration & Finance		
Subject:	Contract Award recommendation, CDBG-DR Grant, Danbury Drainage Improvements		

STAFF’S RECOMMENDED ACTION:

Staff recommends that County Council approve the award of a contract for construction of the CDBG-DR Grant funded Danbury Drive Drainage Improvements to L-J, Inc.

Request for Council Reconsideration: Yes

FIDUCIARY:

Are funds allocated in the department’s current fiscal year budget?		Yes	<input checked="" type="checkbox"/>	No
If no, is a budget amendment necessary?		Yes	<input checked="" type="checkbox"/>	No

ADDITIONAL FISCAL/BUDGETARY MATTERS TO CONSIDER:

This project is 100% funded by the Community Development Block Grant – Disaster Recovery (CDBG-DR) funds. The CDBG-DR action plan includes \$2.1 million for infrastructure projects. The current bid of \$1,042,762.00 is within the Engineer’s Estimate and CDBG-DR funding allocation. The Project Budget is located in Key – 1250188000.532200/4600600.532200. Purchase Requisition (PR) R2101922.

COUNTY ATTORNEY’S OFFICE FEEDBACK/POSSIBLE AREA(S) OF LEGAL EXPOSURE:

None.

REGULATORY COMPLIANCE:

Non-applicable.

MOTION OF ORIGIN:

There is no associated Council motion of origin.

Council Member	
Meeting	
Date	

STRATEGIC & GENERATIVE DISCUSSION:

As part of its long term recovery strategy, Richland County developed an Action Plan for the use of the Community Development Block Grant – Disaster Recovery (CDBG-DR) funds received after the October 2015 flood. The County's internal work group and the Blue Ribbon Committee (BRC) identified improvements to public infrastructure and facilities that will reduce impacts of future storms on public safety and property damage as one of the priorities for use of CDBG-DR funds. The Danbury Drive Basin (County Council District 3) area was identified as the infrastructure and resiliency project due to the frequent flooding in the area and impacts on the infrastructure before and after the 2015 flood. County Council approved the CDBG-DR action plan to include \$2.1 million toward infrastructure projects on September 13, 2016.

Solicitation # RC-407-B-2021 was advertised in March 2021. One bid was received by L-J, Inc. L-J Inc. is a Richland County based business. Federal grant requirements do not allow for geographical preferences so there is no SLBE participation. L-J Inc. did include 13.9% minority/disadvantaged business participation on the project. The bid was evaluated and determined to be fair and reasonable- the bid amount of \$1,042,762.00 was 5% below the engineer's estimate. The project budget shall include a 10% contingency of \$104,276.20 for a total amount of \$1,147,038.20.

ADDITIONAL COMMENTS FOR CONSIDERATION:

None.

ATTACHMENTS:

1. Danbury Drive Basin Map 21
2. Bid Tabulation



Esri, HERE, DeLorme, MapmyIndia, © OpenStreetMap contributors, Source: Esri, DigitalGlobe, GeoEye, i-cubed, USDA, USGS, AEX, Getmapping, Aerogrid, IGN, IGP, swisstopo, and the GIS User Community

Job Number: 23466	Produced: 6/18/2014	Produced By: RPK	Modified:	Modified By:
File: Z:\23466\23466.000\GIS\Mxd\Danbury_Warner\DanburyDriveBasin.mxd		Vertical Datum:		
Thomas & Hutton compiled the map information from the following sources:		Date:		
Data:	Source:	Date:		
<small>DISCLAIMER Where Thomas & Hutton is cited as the data source, the firm has created or verified the data. For all other sources cited, Thomas & Hutton used the data "as is," has made no independent investigation of the data, and makes no representation as to the accuracy or completeness of the data. Please see each source for available documentation of its respective datasets. Copyright © 2010 by Thomas & Hutton. No part of this document may be reproduced without written permission from an officer of Thomas & Hutton.</small>				

Danbury Drive Basin

Richland County, SC

THOMAS & HUTTON
 682 JOHNNIE DODDS BLVD. SUITE 100 • PO BOX 1522
 W. PLEASANT, SC 29465-1522 • 843.549.0200
 www.thomasandhutton.com

GEOGRAPHIC INFORMATION SYSTEMS

Summerville, SC | Brunswick, GA | Myrtle Beach, SC | Wilmington, NC

RC-407-B-2021 Danbury Drive Drainage Project

Total Cost	L - J, Inc. \$ 1,042,762.0
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Richland County Council Request for Action

Subject:

Conservation Commission – Award of Bridge & Dirt Road Improvement Project

Notes:

May 25, 2021 – The A&F Committee recommended Council approve the award of a contract to Carolina Transportation Engineers & Associates, PC, in the amount of \$250,000 and request the Administrator to determine the policy to ensure we are not in violation with this approval.



Agenda Briefing

Prepared by:	Quinton Epps	Title:	Manager
Department:	Community Planning & Development	Division:	Conservation
Date Prepared:	May 10, 2021	Meeting Date:	May 19, 2021
Legal Review	Elizabeth McLean via email	Date:	May 18, 2021
Budget Review	James Hayes via email	Date:	May 13, 2021
Finance Review	Stacey Hamm via email	Date:	May 13, 2021
Approved for consideration:	Assistant County Administrator	Leonardo Brown, MBA, CPM	
Committee	Administration & Finance		
Subject:	Award Bridge and Dirt Road Improvement Project		

STAFF’S RECOMMENDED ACTION:

The Richland County Conservation Commission (RCCC) requests the Committee concur with the proposed award of a contract to Carolina Transportation Engineers & Assoc., PC in the amount of \$250,000 for County Council consideration.

Request for Council Reconsideration: Yes

FIDUCIARY:

Are funds allocated in the department’s current fiscal year budget?	<input checked="" type="checkbox"/>	Yes		No
If no, is a budget amendment necessary?		Yes		No

ADDITIONAL FISCAL/BUDGETARY MATTERS TO CONSIDER:

This project will be funded by Conservation Commission’s budget line 1209451000.526500, Purchase Requisition R2100973.

COUNTY ATTORNEY’S OFFICE FEEDBACK/POSSIBLE AREA(S) OF LEGAL EXPOSURE:

None

REGULATORY COMPLIANCE:

Non-applicable.

MOTION OF ORIGIN:

There is no associated Council motion of origin.

Council Member	
Meeting	
Date	

STRATEGIC & GENERATIVE DISCUSSION:

The Richland County Conservation Commission (RCCC) was created by the Richland County Council in 1998 by ordinance. The RCCC is charged with promoting the protection of the county's natural, historical, and cultural resources and promoting nature-based recreation and eco- and heritage tourism. Among the county-owned conservation properties RCCC manages is an approximately 2,500-acre tract of land along the Congaree River known as Mill Creek which is accessed from Old Bluff Road. During flooding in early February 2020, a wooden bridge on the Mill Creek property was damaged; RCCC seeks to replace the damaged wooden bridge. Originally, the proposed project included enhancements to the approximately 1.7 mile entrance road to the damaged bridge; however, after consultation with the selected vendor and review of the proposed design costs, the project has been amended to remove the entrance road enhancements.

The existing damaged bridge is approximately 70 ft. long by 15 ft. wide. The damaged bridge must be replaced to fully access the Upper and Lower Tracts of the Mill Creek property.

The RCCC approved the proposed design contract at its May 6, 2021 Special Called Meeting and requests approval to enter into a contract valued at \$250,000 with Carolina Transportation Engineers & Assoc., PC for the delivery of a replacement bridge design for the damaged bridge located on the Mill Creek conservation property.

Procurement issued Solicitation RC-393-Q-2021, "Bridge and Dirt Road Improvement" which was publicly advertised. There were (6) respondents to the Request for Qualification. An Evaluation Team of three County personnel was selected based on their experience and qualifications. The highest ranked Offeror was Carolina Transportation Engineers & Assoc., PC. .

ADDITIONAL COMMENTS FOR CONSIDERATION:

None.

ATTACHMENTS:

1. Scope of Work
2. Project Location and Parcel Boundary Map

ATTACHMENT A

SCOPE OF WORK

Richland County Conservation Commission (RCCC)

Bridge Replacement Over Mill Creek

Richland County, South Carolina

February 15, 2021

Revised April 16, 2021

Revised May 10, 2021

PROJECT DESCRIPTION

The Richland County Conservation Commission (**RCCC**) proposes to replace an existing bridge over Mill Creek in Richland County, SC. The new bridge will accommodate one (1) eleven (11) foot lane, two (2) one (1) foot shoulders and two (2) one (1) foot parapets. It is anticipated that the replacement bridge will be constructed on-existing alignment.

The scope of services addresses all tasks necessary for the delivery of a replacement bridge design and associated roadway improvement suitable for letting to construction by the **RCCC**. The scope of services to be performed by the **CONSULTANT** will include project organization and management, environmental documentation and permitting, bridge and roadway design, hydrology and hydraulic design, hazardous material surveys and reports, construction phase services and geotechnical study and design.

Further discussion with the County, including a site visit with the design team, noted the existing bridge is insufficient and may require as much money for repair as it will to replace. We therefore have omitted the bridge inspection and rehabilitation design fees

Survey will be conducted along the roadway to the approximate toe of slope each side, or a minimum of 20 ft each side of centerline in the vicinity of the bridge only. Survey will be performed upstream and downstream of the bridge for hydraulic study purposes.

The Team will develop a roadway profile to accommodate a 25-yr storm at the bridge.

Fees developed for the scope of services are for the replacement of the bridge and appropriate engineering disciplines in the immediate vicinity of the bridge.

The project is anticipated to be completed on the schedule shown below.

MILESTONE PROJECT SCHEDULE

Notice to Proceed	
Surveys & field investigations	4 months after NTP
Preliminary Bridge Plans Complete	6 months after NTP
Environmental Documentation	6 months after NTP
Right-of-Way Plans	6 months after NTP
Permit submittal	12 months after NTP
Construction Plans Complete	13 months after NTP
Construction Obligation	16 months after NTP
Let for Construction	18 months after NTP

QUALITY CONTROL

It is the intention of the **RCCC** that design **CONSULTANTS** are held responsible for their work, including plans review. The **CONSULTANT** shall implement quality control measures to produce plans that conform to the **RCCC** expectations as well as SCDOT and FHWA guidelines and standards as applicable with respect to the scope definitions below.

The **CONSULTANT** shall be responsible for utilizing Quality Control procedures to verify, independently check, and review all maps, design drawings, specifications, and other documentation prepared as a part of the contract. The **CONSULTANT** shall correct all errors or deficiencies in the designs, maps, drawings, specifications and/or other services.

CONTRACT CHANGES

CONSULTANT shall notify **RCCC** of any event that causes or may cause a change in the contract within fifteen (15) working days of the incident.

SUMMARY OF WORK

Task 1: Project Organization and Management

Task 2: Field Surveys

Task 3: Environmental Documentation and Permitting

Task 4: Subsurface Utility Engineering (SUE) (NOT APPLICABLE)

Task 5: Geotechnical Study and Design (NOT APPLICABLE)

Task 6: Bridge Design

Task 7: Roadway Design

Task 8: Hydrology and Hydraulic Design

Task 9: Hazardous Material Surveys and Reports

Task 10: Utility Coordination (NOT APPLICABLE)

Task 11: Right-of-Way Coordination (NOT APPLICABLE)

Task 12: Construction Services

1. PROJECT ORGANIZATION AND MANAGEMENT

1.1 Project Management

The management of the project will include coordination with the **RCCC**, coordination with sub-**CONSULTANTS**, and preparation of presentation materials. It is assumed that ten (10) virtual coordination meetings will be conducted as necessary throughout the project duration to provide an opportunity for the key team members to review the incremental progress of the project and for general project coordination to discuss design specifics. Meetings will include Consultant and Subconsultants and may include **RCCC** and other involved agencies. The **CONSULTANT** will prepare a draft agenda and distribute it to designated participants for preparation and comment prior to each meeting. The **CONSULTANT** will provide a summary of each status meeting. **CONSULTANT** will prepare for and attend up to one (1) meeting with County Council regarding the project.

1.2 Schedule

Project tasks will be expanded to develop a flow chart of activities and a milestone schedule. The flow chart and schedule will provide key team members (**RCCC** and **CONSULTANT** representatives) with a sequential scheme of events and dates to measure the project progress.

1.3 Progress Report

Each month the **CONSULTANT** will develop a progress report that will be provided to the **RCCC** for review and comment. The report will detail the month's activities, schedule adherence and report any upcoming project milestones. This report will accompany each month's invoice.

1.4 On Site Meetings

Representatives from the **RCCC** and **CONSULTANT**, involved in roadway, bridge, environmental, utility and hydrologic design, will perform three (3) field review meetings of the project during the right-of-way plan development, preliminary plan development and final construction plan development. All information gathered during these field investigations will be evaluated and plans revised accordingly. The **CONSULTANT** will prepare a draft agenda and distribute it to designated participants for preparation and comment prior to each meeting. The **CONSULTANT** will provide a summary of each field review.

1.5 Deliverables:

There will be ten (10) meeting agendas and summaries throughout the project. Three (3) field review for agendas and summaries, four (4) preliminary plan design stage, design field review state, right-of-way plan stage and final construction plans stage.

2. FIELD SURVEYS

2.1 **CONSULTANT** shall perform field surveys as outlined below to determine accurate elevations and locations of existing facilities.

2.2 Establish Horizontal and Vertical Control

2.2.1 **CONSULTANT** will establish 2 GPS points (1 pair) located at the cabin.

2.2.2 Two control points will be set, with horizontal & vertical datum, near the bridge

2.2.3 All GPS and baseline points will be 18"-24" No. 5 Rebar and Cap unless otherwise

noted. Horizontal accuracy will be greater than 1/20,000.

2.2.4 Vertical elevations will be established utilizing a digital level.

2.3 Bridge Structure/Stream Bed/Roadway Approach

2.3.1 **CONSULTANT** will locate the headwalls at both ends of the bridge and top edge of each side of the wooden bridge. SEPI will locate approximately 100' upstream and downstream of a creek located the end of Mosley Oak Road including 100' each direction of the bridge for roadway location being 25' each side of center line.

2.4 Wetlands

2.4.1 **CONSULTANT** will locate and map any wetlands located within limits of surveyed areas.

2.5 Exclusions

2.5.1 **CONSULTANT** will not locate any below ground utilities.

2.5.2 With the exception of the surveys required for roadway approach at the bridge, as noted in section 2.3, **CONSULTANT** will not perform any other surveys associated with dirt road leading to the bridge site.

3 ENVIRONMENTAL DOCUMENTATION AND PERMITTING

3.1 GIS Review & Permitting Requirements Overview

3.1.1 Desktop GIS Surveys and Permitting Requirements Review

Within two weeks of the date that the COUNTY provides a Notice to Proceed (NTP) for the subject project, and prior to commencement of design, the **CONSULTANT** shall make a determination of the environmental and/or navigational permits expected to be required for the subject project on a permit determination form. This information will inform the COUNTY of the anticipated permits and will be incorporated in the project schedule to ensure compliance.

3.1.2 Desktop Survey

The **CONSULTANT** shall perform a desktop including but not limited to: assessing readily available GIS data (soils, hydrography, National Wetlands Inventory, etc.).

Deliverables:

- List of applicable permits under which the roadway improvements and/or the bridge replacement may qualify.
- List of supplemental studies required for permits.
- Supplemental maps depicting environmental constraints.

3.1.3 Establish Study Area - The **CONSULTANT** shall define the proposed study area to be utilized during the environmental analysis and review. The **CONSULTANT** will coordinate with project engineers, project managers, and environmental staff from the COUNTY to ensure that the study area sufficiently encompasses proposed design alternatives to the greatest extent practicable.

3.2 Jurisdictional Determination and Waters of the U.S. – As required by the potential presence of wetlands and waters of the US, the CONSULTANT shall delineate wetlands and waters of the US utilizing the three-parameter approach (hydric soils, hydrophytic vegetation and wetland hydrology) set forth in the 1987 USACOE Wetland Delineation Manual and the 2020 Navigable Waters Protection Rule. Identification and marking of any upland/wetland boundaries with sequentially numbered flags. Additionally, using sub-meter GPS or survey data, the CONSULTANT will plot the wetland boundaries on aerial photography.

The **CONSULTANT** shall provide an assessment and documentation of site conditions as to the presence and/or absence of jurisdictional areas. If jurisdictional waters of the U.S. are identified and are being impacted by the project, then the **CONSULTANT** will prepare and submit a Request for Jurisdictional Determination (JD) package to the **COUNTY/SCDOT** for review and subsequent submittal to the United States Army Corps of Engineers (USACE).

The JD request is to include all necessary documentation for USACE approval. The JD Request package will include the project site location figures such as County Map, USGS Topography Map, and NRCS Soil Survey Map, and aerial photography. Figures depicting the delineated jurisdictional boundaries of waters of the U.S. will also be produced. Other items to be prepared and submitted with the JD Request package will include representative photographs of each wetland area or wetland types delineated within the project study area and wetland determination data forms of each wetland area and the adjacent upland.

Assumptions:

- JD will only be prepared if impacts to wetlands or streams cannot be avoided.
- Preliminary JD (PJD) or Delineation submitted with permit PCN will be requested.

3.3 Permit Acquisition

3.3.1 Preparation and Submittal of a Clean Water Act Section 404/401 Application – If a Clean Water Act Section 404/401 permit is applicable, then the **CONSULTANT** shall prepare the 404/401 permit application in the format specified by the Charleston District Corps of Engineers. The **CONSULTANT** is responsible for securing all permits/certifications involved with acquiring an approved 404 Permit and 401 Water Quality Certification. In the completed application, the **CONSULTANT** shall document all proposed impacts to Waters of the U.S.

3.3.2 Preparation of Drawings and Maps - As part of the Clean Water Act Section 404/401 permit application package, the **CONSULTANT** shall submit drawings depicting the proposed jurisdictional impacts to waters of the U.S. on the subject property. The **CONSULTANT** shall include the surveyed or measured boundaries of jurisdictional waters to establish the proposed jurisdictional impacts. The **CONSULTANT** is to ensure

all waters of the US called out in the Project JD are identified in the permit application; even if no impact.

- 3.3.3 Negotiations and Permit Acquisition - The **CONSULTANT** will work with federal, state and local representatives throughout the course of the permit application process, and coordinate the submission of any additional information as requested by the respective agencies in order to facilitate permit acquisition.

The **CONSULTANT** shall also furnish supplemental information in support of the Section 404/401 permit application, (e.g., NEPA, Cultural resource review, Threatened & Endangered Species Report, clarification, additional information or responses to comments, etc.). The **CONSULTANT** will also prepare the appropriate responses to agency comments received as a part of the Nationwide permit authorization request, as directed by the **COUNTY**.

- 3.3.4 Compensatory Mitigation Plan - It is assumed that mitigation credits will be provided from an approved mitigation bank. The **COUNTY** will provide the appropriate mitigation bank and inform the **CONSULTANT** which bank to list in the permit application. The **COUNTY** will be responsible for coordinating the acquisition of any required mitigation credits required.

Assumptions:

- Permit will be required if impacts to wetlands or streams cannot be avoided.
- Nationwide Permit will be pursued (NW 14 or NW 42)
- Mitigation to be provided from Mill Creek Mitigation Bank.

3.4 Supporting Studies

- 3.4.1 Threatened & Endangered Species Survey - **CONSULTANT** will perform an investigation for federally listed threatened or endangered species/habitat evaluation during the U.S. Fish and Wildlife Service's optimal survey windows for the specific species. Fieldwork should be conducted during field days for other studies, such as wetland/stream delineations, to the greatest extent practicable. The results of the investigation will be incorporated into the environmental document as a Biological Evaluation (BE) for Threatened and Endangered Species. The **CONSULTANT** shall comply with Section 7 of the Endangered Species Act and provide the appropriate reports to the **COUNTY**. If informal consultation with the USFWS is required, USACE shall be responsible for performing this part of the project development process. Any concessions in either the scope of work or construction activities or mitigation measures will require prior **COUNTY** approval, and once approved by USFWS, shall be included as an environmental commitment in the environmental document. Any correspondence or communication with USFWS must receive prior approval by the **COUNTY**. If formal consultation is required, USACE will initiate and handle, but additional scope and fee negotiations will be required for **CONSULTANT** to provide supplemental information.

3.4.2 Cultural Resources (Historical, Archaeological) – The **CONSULTANT** will perform Cultural Resources studies and will incorporate the findings of the report into the permit application document.

Deliverables:

- Electronic PJD or Wetland Delineation with Permit Application request package;
- Electronic copy of draft supplemental information to support permit application;
- Electronic version of final permit drawings and maps.
- Electronic copy of approved JD limits within two (2) weeks of PJD approval
- Nationwide Permit authorization from USACE to complete bridge replacement only

4 SUBSURFACE UTILITY ENGINEERING (SUE)

4.1.1 **CONSULTANT** does not anticipate locating any utilities for this project but can provide SUE services at additional fees if requested or required.

5 GEOTECHNICAL STUDY AND DESIGN

5.1 Not Applicable.

6 BRIDGE STRUCTURAL DESIGN AND PLAN DEVELOPMENT

6.1 The **CONSULTANT** will develop bridge plans to construct a new bridge on existing dirt road over Mill Creek in Richland County. The bridge will be a single span concrete box beam structure with concrete barriers. The bridge will carry one alternating lane of traffic over Mill Creek. The **CONSULTANT** will provide Richland County Conservation Commission (RCCC) the following for this structure:

6.2 Design Basis Statement

The **CONSULTANT** shall conform to the following in preparation of the bridge plans: SCDOT, FHWA and Richland County design standards. During plan development, the **CONSULTANT** shall use the most recent standards in effect at contract execution. **CONSULTANT** will be allowed to use Standards as developed by other states, so long as all plans are sealed by a Professional Engineer registered in South Carolina.

6.3 Preliminary Bridge Plans

The **CONSULTANT** will develop Preliminary Bridge Plans in accordance with SCDOT Bridge Design Manual and PCDM-11, Low Volume Criteria, and in sufficient detail and appropriate format to clearly illustrate significant design features, dimensions and clearances. Development of the Preliminary Bridge Plans shall begin after and include recommendations from the Preliminary Bridge Geotechnical Engineering Report (PBGER). The Preliminary Bridge Plans shall be approved by the **RCCC** prior to beginning 95 % Bridge Plans. Plans shall be neatly drawn and professionally prepared. Plans shall be complete and fully checked by **CONSULTANT** before submittal to the **RCCC** for review.

6.4 95% Bridge Plans

The **CONSULTANT** shall develop 95% Bridge Plans in accordance with the SCDOT Bridge Design Manual. Development of the 95% Bridge Plans shall begin after approval of Preliminary Bridge

Plans. Comments made by the **RCCC** during the Preliminary Bridge Plan review shall be addressed and incorporated into the 95% Bridge Plan submittal, with responses to each comment provided on the comment matrix.

6.5 Final Bridge Plans

The **CONSULTANT** will develop final bridge plans. Comments made by the **RCCC** during the 95% Plan review will be addressed and incorporated into the Final Bridge Plan submittal, with responses to each comment provided on the comment matrix. Constructability of the bridge superstructure and substructures shall be considered in the development of the plans.

6.6 Deliverables

- One (1) electronic PDF of the Preliminary Bridge Plans
- One (1) electronic PDF copy of the 95% Bridge Plans
- One (1) electronic PDF file of Final Bridge Plans electronically signed and sealed.
- One (1) electronic PDF of the Final Bridge Geotechnical Engineering Report (FBGER).
- One (1) updated electronic PDF bridge construction cost estimate
- One (1) electronic PDF of Final Seismic Design Summary Report
- One (1) electronic PDF copy of final bridge pay item cost estimate

7 ROADWAY DESIGN

Roadway Design will be completed in accordance with the policies and practices of SCDOT and Richland County, including the Richland County Low Volume Traffic Design Manual and AASHTO's Guidelines for Geometric Design of Low-Volume Roads. The intent will be to match the existing horizontal curvature and vertical profile as best possible.

7.1 Preliminary Design and Plans

7.1.1 Base Information

The information gathered in the Survey Task will be used to develop base plans upon which the proposed improvements will be shown.

7.1.2 Horizontal and Vertical Alignments

The **CONSULTANT** will develop alignments consistent with the existing topographic features and constraints. The alignments will be coordinated with the **RCCC** and **COUNTY** and comments received will be incorporated into the final alignment.

7.1.3 Cross Sections

Cross Sections of the proposed improvements will be shown, along with the existing ground cross sections at 50' intervals along the final horizontal alignment.

7.1.4 Design Field Review

Upon completion of the Preliminary Plans, the **CONSULTANT** will provide the **COUNTY** with one (1) half-size hard copy sets of plans along with a PDF (full size) for review and comment.

Once the preliminary alignments and drainage have been developed and shown on the plans, a field review will be scheduled and the **COUNTY, RCCC** and **Consultant** will review the project. Comments that arise from the field review will be used to develop final roadway design plans.

7.1.5 Preliminary Cost Estimate

The **CONSULTANT** shall develop and submit a detailed cost estimate along with the submittal of preliminary plans. The estimate shall be developed to the level of detail like a typical 30% complete project. The **CONSULTANT** does not guarantee the actual quantities and construction cost will not vary from the estimated provided at this level. SCDOT pay items will be used as practical.

7.2 Final Design and Plans

7.2.1 The construction plans will be a continuation of the Preliminary Plans and will address comments on the Preliminary Plan submittal. The approved preliminary plans will be further developed by the CONSULTANT into final roadway plans consisting of:

- Project Title Sheet;
- Summary sheet showing pay item quantities and a tabulation of drainage structures and pipes.
- Typical Sections;
- Reference Data Sheet(s) to include alignment data and geometric control info;
- Horizontal and Vertical alignments;
- Details, including applicable SCDOT standards, and additional clarifying construction details.
- A General Inclusion Sheet of clarifying or explanatory notes.
- Plan and profile sheets for roadways and intersections showing information necessary to permit construction stakeout and to indicate and delineate details necessary for construction. Profile shall be shown in the plans at a scale of 1" = 5' vertically and 1" = 20' horizontally to match scale of plans.
- Review of guardrail warrants and slope adjustments;
- Limits of existing right-of-way, easements and adjacent properties and proposed right-of-way;
- Development of a preliminary storm drainage plan. Type and location of major storm drainage features including outfall ditches, detention, sediment basins and roadway ditches;
- Type, size, and location of existing major utility facilities;
- Construction limits;
- Property lines, property parcel number, and ownership (per property research); and
- Location and anticipated type of any necessary culverts, crosslines, retaining walls, and other miscellaneous roadway structures.
- Cross sections at 50 feet intervals showing the existing ground line, proposed template, pavement depth, and cut and fill earthwork volumes.

7.2.2 Plan Details

Designs for minimizing erosion and off-site sedimentation during construction will be developed. The location and type of erosion control devices will be shown on the final

roadway plans or on reproducible of the roadway plan/profile sheets. Standard erosion control details will be incorporated into the plans.

7.2.3 Quantities, Specifications, and Estimates

a. *Quantity and Computations*

Based upon the construction plans, quantity computations will be performed for each item of work designated as unit price pay items. Computations will be tabulated in the quantity's summaries on the final plans to determine the priority list for construction.

b. *Standard Specifications*

The SCDOT *Standard Specifications for Highway Construction* will apply for materials and construction of all work.

c. *Special Provisions*

Special provisions will be prepared for those items of work not covered as desired in the Standard Specifications or existing Standard Special Provisions.

d. *Cost Estimate*

Based upon the final quantities, an estimate of probable construction cost will be prepared to determine the priority list for construction. The **CONSULTANT** does not guarantee the actual quantities and construction cost will not vary from the estimated provided at this level. SCDOT pay items will be used practical.

7.3.2 Assumptions

a. Submittals are as follows:

- 30% Plan submittal for **COUNTY** and **RCCC** Review and Comment
- 99% Plan submittal for **COUNTY** and **RCCC** Review and Comment
- 100% Plan Submittal for **COUNTY** and **RCCC** approval and permitting.

b. One (1) half-size (11"x17") set of plans and a full-size (22"x36") PDF at 30% plan development and 99% plan development.

c. One (1) full-size (22"x36") and half-size (11"x17") set of plans and a PDF will be submitted at 100% plan development.

d. No traffic control will be developed as part of this project.

8 HYDROLOGY AND HYDRAULIC DESIGN

8.1 Hydrology and Hydraulic Design

8.1.1 Hydrology and Hydraulic design shall consist of an assessment of existing site conditions and the development of hydraulic recommendations in accordance with the established design criteria. It is assumed that the project will consist of the replacement of an existing bridge and any required roadway approach work incidental to the structure. Unless otherwise noted, all hydraulic design and documentation will be in accordance with the following design criteria:

8.1.1.1 SCDOT Requirements for Hydraulic Design Studies, latest edition

8.1.1.2 SCDOT Standard Drawings

8.1.1.3 The Environmental Protection Agency's (EPA) National Pollutant

Discharge Elimination System (NPDES) as administered under general permit by the SC Department of Health and Environmental Control (DHEC)

8.1.1.4 FEMA Regulations, 44CFR Chapter 1

8.1.1.5 The State Stormwater and Erosion Control Regulations administered by DHEC, 26 S.C. Code Ann. Regs. 72-405 (Supp. 1995) et seq.

8.1.1.6 South Carolina Water Law

8.1.1.7 AASHTO "Highway Drainage Guidelines" dated 2007

8.1.1.8 SCDOT "Stormwater Quality Design Manual"

8.1.1.9 SCDOT Supplemental Specifications

8.1.2 Field Investigation – Bridge Hydraulic Design and Incidental Drainage

8.1.2.1 Inventory the location and condition of the existing bridge and storm drainage appurtenances, if present.

8.1.2.2 Determine boundaries of watershed draining to the project area.

8.1.2.3 Evaluate the performance of the existing bridge any storm drainage structures, if present.

8.1.2.4 Evaluate stability of the bridge and any drainage features present within the project area.

8.1.2.5 Make recommendations for improvements to existing drainage features as necessary.

8.1.2.6 Prepare sketches of the site.

8.1.2.7 Assemble land use or ground cover information for the study area for use in establishing hydraulic resistance parameters.

8.1.3 The project is located within the Special Flood Hazard Area (SFHA) for the Congaree River. Per Effective FEMA Flood Insurance Rate Map (FIRM) Number 45079C0510L, the project area is in FEMA Zone A, and Base Flood Elevations (BFE's) have not been established. The project includes the replacement of an existing timber bridge over an Unnamed Tributary to Mill Creek. No model exists for this reach. If FEMA Models are in development for these flooding sources, they will be acquired for use in design.

8.1.4 For the above crossing, the FEMA Model (if available) will be built upon to further create both a Corrected and Revised Model. If no model is available, an Existing Conditions Model will be developed from best available topographic and hydrologic data in lieu of a Corrected Model.

8.1.4.1 Project impacts to the both the Floodplain and Floodway (if applicable) will be determined (Revised compared to Corrected/Existing) and the resulting appropriate level of FEMA coordination required will be noted.

8.1.4.1.1 Official No-Impact Certifications will be prepared and submitted. Should a CLOMR/LOMR be required, a contract modification will be completed.

8.1.5 For the above crossing the Natural, Existing and Proposed Models will also be prepared using the 1-D or 2-D (if necessary) computer program HEC-RAS.

- 8.1.5.1 A preliminary Hydrology Data Sheet for Unnamed Tributary to Mill Creek will be prepared to assist Roadway with any grade constraints derived from bridge hydraulics.
- 8.1.6 For the above crossing, a workmap will be prepared and a preliminary report documenting the modeling efforts performed, anticipated water surface results and required appropriate level of FEMA coordination.
- 8.1.7 Erosion and Sediment Control and Storm Water Management Plan**
 - 8.1.7.1 Erosion control designs will be developed and presented on the roadway plan sheets. An SCDOT style Erosion Control Data Sheet will be provided. Stormwater runoff and erosion controls requirements will be evaluated to verify that right-of-way needs are met.
- 8.1.8 On Site Meetings**
 - 8.1.8.1 Representatives from Richland County and the Consultant involved in hydrologic and hydraulic design will perform one (1) field review meeting of the project during the right-of-way plan development. All information gathered during field investigations will be evaluated and plans revised accordingly. The Consultant shall prepare a draft agenda and distribute to designated participants for preparation and comment prior to each meeting. The Consultant shall provide a summary of the field review.
- 8.1.9 Deliverables**
 - 8.1.9.1 The following deliverables are anticipated for this project:
 - 8.1.9.1.1 One (1) PDF copy of the field review meeting summary during the right-of-way plan development.
 - 8.1.9.1.2 One (1) digital copy of the HEC-RAS design files prepared for the analysis of the bridge crossing.
 - 8.1.9.1.3 One (1) digital copy of the workmap and preliminary report documenting hydraulic modeling efforts and required FEMA coordination.
 - 8.1.9.1.4 One (1) electronic copy of the Erosion Control Data Sheet.

9 HAZARDOUS MATERIALS SURVEYS AND REPORTS

Prior to disturbance of any building materials associated with the subject bridge, the **CONSULTANT** will perform an asbestos containing materials (ACM) and lead-based paint (LBP) assessment of the bridge structure.

9.1 Asbestos Assessment*

- 9.1.1 The **CONSULTANT** shall perform the ACM Assessment in accordance with applicable federal and state regulations. The **CONSULTANT's** field inspection personnel shall comply with procedures specified in the Environmental Protection Agency (EPA) Code of Federal Regulations (CFR) Title 40, Chapter I, Subchapter R, Part 763. The ACM Assessment shall be performed by accredited South Carolina Department of Health & Environmental Control (SCDHEC) licensed inspectors.

- 9.1.2 A sampling strategy will be developed per SCDHEC, EPA, and Occupational Safety and Health Administration (OSHA) regulations to provide representative samples of each suspect asbestos-containing material (ACM) in general accordance with State and Federal standards that may be disturbed by the proposed renovations/demolition.
 - 9.1.3 The samples that are collected will be placed in air-tight containers for transportation to a laboratory accredited by National Voluntary Laboratory Accreditation Program and then analyzed using Polarized Light Microscopy (PLM) coupled with dispersion staining. The asbestos content is estimated and expressed as a percent of the total sample.
 - 9.1.4 Non-friable, organically-bound materials (NOBs) testing negative using the PLM method must be verified using Transmission Electron Microscopy (TEM) in accordance with SCDHEC Regulation 61-86.1.
 - 9.1.5 Significant destructive sampling and investigative techniques will not be performed. Consequently, suspect asbestos-containing materials that are not visible and readily accessible may not be included in this work.
- 9.2 Lead-Based Paint Assessment*
- 9.2.1 A LBP Assessment shall be conducted for the existing bridge structure in general accordance with OSHA and EPA standards by the **CONSULTANT**.
 - 9.2.2 The LBP assessment will include both a visual evaluation of the physical condition of painted bridge components as well as quantitative testing of random surfaces utilizing a X-Ray Fluorescence (XRF) Portable Analyzer.
 - 9.2.3 Bridge components identified as being coated with LBP will be assessed for the condition of the paint and likelihood for disturbance.
- 9.3 Estimated Quantities
- 9.3.1 XRF – 1 day
 - 9.3.2 TEM – 4 EA
 - 9.3.3 PLM – 8 EA
- 9.4 Deliverables
- 9.4.1 One (1) electronic PDF file of the ACM Assessment report and one (1) electronic PDF file of the LBP Assessment report will be provided for each bridge site. Hard copies of ACM and LBP Assessment reports will not be provided by **CONSULTANT**. Each report will include the project background, investigative procedures, sample analysis/findings, and conclusions and recommendations. The ACM Assessment report will also identify and assess the type material and quantity of confirmed ACM(s). Additionally, the LBP Assessment report will identify and assess the current condition of the confirmed lead-based paints on the structure and provide recommendations for abatement/stabilization and disposal of lead-based paint. Hard copy sets will not be provided by **CONSULTANT**.*
 - 9.4.2 The ACM and LBP Assessment reports shall include information required in 40 CFR 763.85 (a)(4)(vi)(A)-(E), as well as, project location map, photos of existing structure,

the date of inspection and the name, license number, and signature of the licensed inspector who performed the inspection and completed the report. The cover sheet of the report shall include project identification information, including SCDOT Project ID, route carried by structure, and description of what the structure crosses.

9.4.3 The following notes shall be included on the cover sheet of the report and check the appropriate boxes:

Yes, Asbestos was found Yes, Lead Based Paint was found
 No, Asbestos was not found No, Lead Based Paint was not found

10 UTILITY COORDINATION

10.1.1 Not Applicable.

11 RIGHT-OF-WAY COORDINATION

11.1 ROW is not anticipated for bridge replacement services. ROW may not be needed for roadway improvement services. If ROW is determined to be needed, a supplement will be required.

12 CONSTRUCTION SERVICES

RCCC will advise the **CONSULTANT** of the contractor's schedule and will inform the **CONSULTANT** when services are required. The work shall consist of providing technical assistance during the construction phase of the project. The work shall be performed on an "as needed" basis as requested by the RCE and /or PM and shall include, but not necessarily be limited to the following activities

12.1. Construction Administration

12.1.1. Partnering/Pre-Construction Conference - The **CONSULTANT** shall attend a partnering/preconstruction conference with the **RCCC**, the contractor, utility companies, and any other concerned parties. In attendance from **CONSULTANT** will at a minimum be the project manager, structural engineer, and utility coordinator. The **CONSULTANT** will respond to the Contractor's questions pertinent to the **CONSULTANT**'s design.

12.1.2. Shop Drawings/Working Drawings

12.1.2.1. The **CONSULTANT** will review all shop drawings for compliance with the intent of the plans, specification, and contract provisions. Shop drawings will be reviewed on an advisory basis. The **CONSULTANT** will provide a letter of recommendation and/or comments as appropriate to the **RCCC**. Each sheet of shop drawings reviewed by the **CONSULTANT** shall be stamped by the **CONSULTANT** indicating the appropriate action to be taken with the submittal (approved, rejected, approved as corrected, etc.)

12.1.2.2. Working drawings will be reviewed as requested by the **RCCC**. Working drawings will be reviewed on an advisory basis. The **CONSULTANT** shall provide a letter of recommendation and/or comments as appropriate to the **SCDOT**.

12.1.3. The **CONSULTANT** will provide technical assistance to the **RCCC** during construction of the project. This will include responses to field questions, assist coordination with the

utility companies and **RCCC** as necessary to respond to field changes, and meeting on site during the construction of the project when requested.

12.2. Field Meetings*

The **CONSULTANT** will attend up to three field review meetings as deemed necessary by the **RCCC**. The purpose of the **CONSULTANT**'s site visits will be to provide the **RCCC** a greater degree of confidence that the completed work will conform in general to the contract documents.

12.2.1. The **CONSULTANT** will attend site construction visits at the request of **RCCC** resulting from contractor requests for interpretation and clarification of the information presented in the plans and special provisions (up to one (1) site visit.)

12.2.2. The **CONSULTANT** will attend site construction visits at the request of **RCCC** resulting from contractor requests or a change in existing field conditions that differ from those presented in the plans (up to one (1) site visit.)

12.2.3. The **CONSULTANT** will attend utility coordination meetings during construction to be available for questions. The **CONSULTANT** will provide support for utility coordination throughout construction (up to one (1) site visit.)

12.2.4. Meetings resulting from errors or omissions are not included.

12.3. Other Design Activities

12.3.1. Items in this category will constitute a supplemental design fee.

12.3.2. Design activities and any necessary plan preparation resulting from requests by the Contractor or a change in existing field conditions that are not considered errors or omissions.

12.3.3. Interpretation of Plans, Specification and Contract Provisions

12.3.3.1. The **CONSULTANT** shall be prepared to provide interpretation and clarifications of the information presented in the plans and special provisions and provide recommendations for handling site conditions that differ from those presented in the plans.

12.3.3.2. If requested by the **RCCC**, the **CONSULTANT** shall revise the final construction plans to incorporate design modifications requested by the **RCCC** field construction personnel.

12.4. Value Engineering Proposal Review

12.4.1. The **CONSULTANT** shall review value engineering proposals submitted by the contractor.

12.4.2. The **CONSULTANT** shall review these proposals to determine their practicality for use in the project and ensure that the proposal does not impact the integrity of the design or intent of the plans, specifications, or special provisions.

12.4.3. The **CONSULTANT** shall provide written evaluation of the proposals along with recommendations as to whether the **SCDOT** should accept the proposals or not.

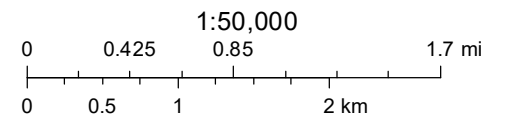
12.5. Geotechnical Construction Oversight

12.5.1 At Richland County's request, the **CONSULTANT** will provide the following geotechnical construction support services for foundation and embankment construction for the bridges:

- 12.5.1.1 Written evaluation of the contractor's pile installation plan;
- 12.5.1.2 Written evaluation of the contractor's proposed pile driving hammer using Wave Equation analysis;
- 12.5.1.3 Development of pile driving criteria and bearing graphs for use by construction inspectors in the field;
- 12.5.1.4 Written evaluation of final pile order lengths;
- 12.5.1.5 General pile driving troubleshooting;
- 12.5.1.6 General embankment construction troubleshooting;
- 12.5.1.7 Written evaluation of soil strength testing on borrow excavation materials;
- 12.5.1.8 Written evaluation of contractors geosynthetic submittals;
- 12.5.1.9 Written evaluation of any temporary shoring wall shop plans.



June 12, 2020



Richland County Council Request for Action

Subject:

Providing for the issuance of refunding revenue bonds in one or more series, tax-exempt or taxable, in an amount not to exceed \$18,000,000 to refund the County's outstanding Village at Sandhill Improvement District Assessment Revenue Bonds, Series 2004, and other matters relating thereto

Notes:

First Reading: May 4, 2021

Second Reading: May 18, 2021

Third Reading: June 8, 2021 {Tentative}

Public Hearing: June 8, 2021

**RICHLAND COUNTY
ADMINISTRATION**

2020 Hampton Street, Suite 4069
Columbia, SC 29204
803-576-2050



Agenda Briefing

Prepared by:	Lori Thomas	Title:	Assistant County Administrator	
Department:	Administration	Division:		
Date Prepared:	April 22, 2021	Meeting Date:	May 04, 2021	
Legal Review	Elizabeth McLean via email	Date:	April 27, 2021	
Budget Review	James Hayes via email	Date:	April 27, 2021	
Finance Review	Stacey Hamm via email	Date:	April 27, 2021	
Approved for consideration:	County Administrator	Leonardo Brown, MBA, CPM		
Subject:	Refunding Series 2004 Village at Sandhill Improvement District Assessment Revenue Bonds			

STAFF’S RECOMMENDED ACTION:

Staff recommends approval of an ordinance authorizing the issuance and sale of Assessment Revenue Bonds to refund the 2004 Assessment Revenue Bonds to reduce annual debt service by an average of \$165,000 and produce total cash flow savings related to this issue by approximately \$2,475,000.

Request for Council Reconsideration: Yes

FIDUCIARY:

Are funds allocated in the department’s current fiscal year budget?	<input checked="" type="checkbox"/>	Yes		No
If no, is a budget amendment necessary?		Yes	<input checked="" type="checkbox"/>	No

ADDITIONAL FISCAL/BUDGETARY MATTERS TO CONSIDER:

Please see Attachment – Richland County, South Carolina Village at Sandhill Improvement District Refunding Analysis – Assessment Revenue Bonds, Series 2004 produced by First Tryon Advisors

COUNTY ATTORNEY’S OFFICE FEEDBACK/POSSIBLE AREA(S) OF LEGAL EXPOSURE:

None.

REGULATORY COMPLIANCE:

None applicable.

MOTION OF ORIGIN:

There is no associated Council motion of origin.

Council Member	
Meeting	
Date	

STRATEGIC & GENERATIVE DISCUSSION:

Staff requests Council authorize the issuance and sale of Assessment Revenue Bonds to refund the Village of Sandhills Assessment Revenue Bonds, Series 2004. These bonds are now callable with no penalty and would remain tax exempt whether using market placement or bank private placement vehicles, which makes rates very favorable at this time. The refunding of this issue will reduce the annual debt service for this issue by an average of approximately \$165,000 and reduce cash flow by approximately \$2,475,000. These savings would be reflected in the assessments of those properties within the Village at Sandhills Improvement District.

To accomplish this, would require the approval of an ordinance by Council for the refunding. We would anticipate the closing on this issue in summer 2021.

ADDITIONAL COMMENTS FOR CONSIDERATION:

This savings would benefit the taxpayers in the Improvement District and have no impact on those outside the district.

ATTACHMENTS:

1. Richland County, South Carolina Village at Sandhill Improvement District Refunding Analysis – Assessment Revenue Bonds, Series 2004 produced by First Tryon Advisors
2. Ordinance
3. Draft Ordinance

Richland County, South Carolina
Village at Sandhill Improvement District
 Refunding Analysis - Assessment Revenue Bonds, Series 2004

Refunded Bonds	Series 2004
Par Amount*	16,128,000
Maturities	11/1/21 - 11/1/36 (Term Bond)
Avg. Coupon	6.20%
Optional Redemption	Current @ 100%
Refunding Bonds	Series 2021
Par Amount	15,790,000
All-in True Interest Cost	4.692%
Net PV Savings (\$)	1,732,898
Net PV Savings (%)	10.74%
Average Annual Savings	165,224

Fiscal Year Ending	Cash Flow Savings
12/31/2022	164,599
12/31/2023	166,437
12/31/2024	166,648
12/31/2025	165,619
12/31/2026	167,349
12/31/2027	166,590
12/31/2028	164,308
12/31/2029	164,404
12/31/2030	163,728
12/31/2031	163,120
12/31/2032	166,360
12/31/2033	166,172
12/31/2034	162,521
12/31/2035	167,371
12/31/2036	163,139
Total Cash Flow Savings	2,478,360

* Par amount refunded reflects prepayments made to date.

Assumptions:

- Closing on September 16, 2021
- Cost of Issuance: \$300,000
- Underwriter's Discount: \$15/Bond
- Level Annual Savings
- Equity contribution of \$1,118,968 at closing equal to 11/1/21 debt service
- Release of existing DSRF (\$809,799)
- Funding of new DSRF at 50% of Maximum Annual Debt Service
- Current Market Tax-Exempt Interest Rates as of April 14, 2021

STATE OF SOUTH CAROLINA
COUNTY COUNCIL FOR RICHLAND COUNTY
ORDINANCE NO. 003-04HR

AUTHORIZING AND PROVIDING FOR THE ISSUANCE AND SALE OF NOT EXCEEDING \$25,000,000 THE VILLAGE AT SANDHILL IMPROVEMENT DISTRICT ASSESSMENT REVENUE BONDS OF RICHLAND COUNTY, SOUTH CAROLINA, SERIES 2004; LIMITING THE PAYMENT OF THE BONDS SOLELY TO THE NET REVENUES DERIVED FROM A SPECIAL ASSESSMENT ON PROPERTIES LOCATED WITHIN THE VILLAGE AT SANDHILL IMPROVEMENT DISTRICT; PROVIDING FOR THE EXECUTION OF A TRUST INDENTURE, CONTRACT OF PURCHASE AND OTHER DOCUMENTS RELATED THERETO; MAKING OTHER COVENANTS AND AGREEMENTS IN CONNECTION WITH THE FOREGOING; AND OTHER MATTERS RELATING THERETO.

BE IT ORDAINED BY THE COUNTY COUNCIL OF RICHLAND COUNTY, SOUTH CAROLINA, AS FOLLOWS:

Section 1. Definitions. The terms defined in this Section for all purposes of this Ordinance shall have the respective meanings as set forth in this Section. The term:

"2004 Acquisition and Project Funding Agreement" shall mean that agreement by and between Richland County, South Carolina and Kahn Development Corp. dated such date as may be determined by the Chairman of Council and the County Administrator.

"Act" shall mean the County Public Works Improvement Act, codified as Chapter 35 of Title 4 of the Code of Laws of South Carolina 1976, as amended.

"Administrative Expenses" shall mean the reasonable and necessary expenses, directly or indirectly, incurred by the County with respect to the Improvement District, the Trust Indenture or any supplemental indenture including but not limited to costs of imposing and collecting Assessments, including the commissions, fees, expenses and any other charges of the Treasurer and the Property Appraiser (as such terms are defined in the Trust Indenture), and costs, fees and expenses of consultants, appraisers, engineers, legal counsel or the Trustee, Registrar or Paying Agent (as such terms are defined in the Trust Indenture).

"Assessment" shall mean an assessment imposed under the Act.

"Assessment Roll" shall mean all non *ad valorem* special assessments levied and collected by the County in connection with the Improvement District pursuant to the Act.

"Bonds" mean the not exceeding \$25,000,000 The Village at Sandhill Improvement District Assessment Revenue Bonds, Series 2004 to be issued in one or more series to finance the Improvements to be dated such date as may be determined by the Chairman of County Council and the County Administrator with advice from the County Attorney.

"Code" means the Internal Revenue Code of 1986, as amended, and applicable Treasury Regulations thereunder.

"Continuing Disclosure Agreement" means the Continuing Disclosure Agreement dated such date as may be determined by the Chairman of Council and the County Administrator between Municipality and the County.

"Contract of Purchase" means the Contract of Purchase between the Underwriter and the County.

"Council" means the Richland County Council.

"County" means Richland County, South Carolina.

"Improvement District" shall mean The Village at Sandhill Improvement District created by the Council under the Act pursuant to Ordinance No. 002-04HR.

"Improvement District Ordinance" means Ordinance No. 002-04HR of the Council wherein the Assessments are authorized to be imposed and collected.

"Improvements" means drainage system, roads, sanitary sewer system and water system, and such other public improvement as allowed by the Act.

"Ordinance" means this Ordinance No. 003-04HR of Council.

"Reimbursement Resolution" means that Resolution of Council adopted September 17, 2002, declaring the intention of the County to reimburse itself for certain expenditures incurred in connection with the Improvements from the proceeds of the Bonds.

"Trustee" means Regions Morgan Keegan Trust, its successors and assigns, as Trustee under the Trust Indenture, and any successor in such capacity.

"Trust Indenture" means the Trust Indenture (including any indenture supplemental thereto) dated such date as may be determined by the Chairman of Council and the County Administrator between the County and the Trustee, pursuant to which the Bonds will be issued.

"Underwriter" means Banc of America Securities LLC.

Section 2. Findings and Determinations. The Council hereby finds and determines:

(a) Pursuant to Section 4-9-10, Code of Laws of South Carolina, 1976, as amended (the "S. C. Code"), the Council/Administrator form of government was selected and the Council constitutes the governing body of the County.

(b) Article X, Section 14 of the Constitution of the State of South Carolina, 1896, as amended (the "Constitution") provides in part that the County may incur indebtedness payable solely from a revenue-producing project or from a special source, which source does not involve revenues from any tax or license.

(c) Pursuant to the Act, the County is authorized to acquire, own, construct, establish, enlarge, improve, expand, operate, maintain and repair, and sell, lease, and otherwise dispose of an improvement and to finance such acquisition, construction, establishment, enlargement, improvement, expansion, operation, maintenance and repair, in whole or in part, by the imposition of assessments through the issuance of special district bonds, general obligation bonds of the county, or revenue bonds of

the county, from general revenues from any source not restricted from that use by law, or by a combination of the funding sources.

(d) Pursuant to the Act, the County has adopted the Improvement District Ordinance wherein Assessments are authorized to be imposed and collected within the Improvement District.

(e) In the Improvement District Ordinance, the Council has made findings that: (1) the Improvements are likely to significantly improve property values within the Improvement District by promoting the development of the property; (2) it would be fair and equitable to finance all or part of the cost of the Improvements by an Assessment upon the real property located within the Improvement District; and (3) written consent for the creation of an improvement district from a majority of the owners of real property within the Improvement District and having an aggregate assessed value in excess of sixty-six percent of the assessed value of all real property within the Improvement District has been obtained.

(f) There is a need to acquire the Improvements. In order to finance the cost of the Improvements, the County has determined to enter into a transaction whereby the County will issue the Bonds, such Bonds to be paid from the revenues generated by the imposition and collection of assessments in the Improvement District.

(g) In order to secure the payments on the Bonds and Administrative Expenses, the County will pledge the revenues generated from the imposition and collection of the Assessments. The County will additionally assign its interest in certain funds created pursuant to the Trust Indenture to the Trustee for the benefit of the owners of the Bonds.

(h) There have been filed with the Clerk to Council forms of the Trust Indenture, Contract of Purchase, 2004 Acquisition and Project Funding Agreement, the Preliminary Limited Offering Memorandum and the Continuing Disclosure Agreement. The Council finds, however, that certain changes in said documents may be needed prior to the completion of this transaction such that it will be in the best interest of the County to delegate to the Chairman of County Council, the County Administrator and the County Attorney, or any one of them, the legal authority to determine those matters including the authority to approve the final form of the documents necessary to effectuate the issuance of the Bonds.

Section 3. Approval of Transaction. The Council does hereby approve (a) the issuance of the Bonds as described herein; (b) the use of the proceeds of the issuance of the Bonds to pay the costs of the Improvements, the payment of interest coming due on the Bonds during the construction period thereof, and the costs associated with the issuance of the Bonds; (c) the pledge and application of the revenues generated from the imposition and collection of the Assessments for payment of the Bonds and Administrative Expenses.

Section 4. Approval of Trust Indenture and Delegation of Authority. The form, terms and provisions of the Trust Indenture, a copy of which is attached hereto as Exhibit A and filed with the Clerk to Council be and hereby is approved. The Chairman of the County Council is hereby authorized, empowered and directed to execute, acknowledge and deliver, and the Clerk to Council is hereby authorized, empowered and directed to attest the Trust Indenture, with such changes or revisions as are permitted hereby, in the name of and on behalf of the County. The Chairman of the Council and the County Administrator with advice from the County Attorney are hereby delegated the authority to approve such changes in the form, terms and provisions of the Trust Indenture as may be necessary or advisable in connection with the transactions contemplated hereby and thereby, provided that there is no material change to the County's liabilities. The Chairman's execution and delivery of the Trust Indenture shall constitute conclusive evidence of approval of any and all changes or revisions therein from the form

of the Trust Indenture attached hereto as Exhibit A. Any amendments to the Trust Indenture shall be executed in the same manner.

Section 6. Establishment of Revenue Fund. There is hereby established an enterprise fund in the County's budget and accounting system for the purpose of accounting for all Assessments levied and collected. This fund shall be known as the "Revenue Fund" and all Assessments levied and collected shall be deposited into such Revenue Fund and as such shall be disbursed according to the provisions of the Trust Indenture.

Section 7. Approval of Contract of Purchase and Delegation of Authority. The form, terms and provisions of the Contract of Purchase, a copy of which is attached hereto as Exhibit B and filed with the Clerk to Council be and hereby is approved. The County Administrator is hereby authorized, empowered and directed to execute, acknowledge and deliver the Contract of Purchase, with such changes or revisions as are permitted hereby, in the name of and on behalf of the County. The County Administrator with advice from the County Attorney is hereby authorized to approve such changes in the form, terms and provisions of the Contract of Purchase as may be necessary or advisable in connection with the transactions contemplated hereby and thereby. The County Administrator's execution and delivery of the Contract of Purchase shall constitute conclusive evidence of approval of any and all changes or revisions therein from the form of the Contract of Purchase attached hereto as Exhibit B. Any amendments to the Contract of Purchase shall be executed in the same manner.

Section 8. Approval of 2004 Acquisition and Project Funding Agreement and Delegation of Authority. The form, terms and provisions of the 2004 Acquisition and Project Funding Agreement, a copy of which is attached hereto as Exhibit C and filed with the Clerk to Council be and hereby is approved. The Chairman of the County Council is hereby authorized, empowered and directed to execute, acknowledge and deliver, and the Clerk to Council is hereby authorized, empowered and directed to attest the 2004 Acquisition and Project Funding Agreement, with such changes or revisions as are permitted hereby, in the name of and on behalf of the County. The Chairman of the County Council and the County Administrator with advice from the County Attorney hereby delegate the authority to approve such changes in the form, terms and provisions of the 2004 Acquisition and Project Funding Agreement as may be necessary or advisable in connection with the transactions contemplated hereby and thereby. The Chairman's execution and the delivery of the 2004 Acquisition and Project Funding Agreement shall constitute conclusive evidence of approval of any and all changes or revisions therein from the form of the 2004 Acquisition and Project Funding Agreement attached hereto as Exhibit C. Any amendments to the 2004 Acquisition and Project Funding Agreement shall be executed in the same manner.

Section 9. Approval of Preliminary Limited Offering Memorandum and Delegation of Authority. The distribution of the Preliminary Limited Offering Memorandum in substantially the form attached hereto as Exhibit D (the "Preliminary LOM") and filed with the Clerk to Council be and hereby is approved for distribution by the Underwriter and the Final Limited Offering Memorandum in substantially the form of the Preliminary LOM (the "Final LOM") is hereby approved for distribution by the Underwriter. The County Council hereby "deems final" the Preliminary LOM for purposes of Rule 15c2-12 of the Securities and Exchange Commission. The Chairman of the County Council and the County Administrator with advice from the County Attorney are hereby delegated the authority to approve such changes in the form, terms and provisions of and to execute and deliver the Final LOM as may be appropriate for the transactions contemplated hereby and thereby. The Chairman's execution of the Final LOM shall constitute conclusive evidence of approval of any and all changes or revisions therein from the form of the Preliminary LOM attached hereto as Exhibit D.

Section 10. Approval of Continuing Disclosure Agreement and Delegation of Authority. The form, terms and provisions of the Continuing Disclosure Agreement, a copy of which is attached hereto as Exhibit E and filed with the Clerk to Council be and hereby is approved. The Chairman of the County Council is hereby authorized, empowered and directed to execute, acknowledge and deliver, and the Clerk to Council is hereby authorized, empowered and directed to attest the Continuing Disclosure Agreement, with such changes or revisions as are permitted hereby, in the name of and on behalf of the County. The Chairman of the County Council and the County Administrator with advice from the County Attorney hereby delegate the authority to approve such changes in the form, terms and provisions of the Continuing Disclosure Agreement as may be necessary or advisable in connection with the transactions contemplated hereby and thereby. The Chairman's execution and the delivery of the Continuing Disclosure Agreement shall constitute conclusive evidence of approval of any and all changes or revisions therein from the form of the Continuing Disclosure Agreement attached hereto as Exhibit E. Any amendments to the Continuing Disclosure Agreement shall be executed in the same manner.

Section 11. Approval of Special Assessment Report, Rate and Method of Apportionment of Assessments and Assessment Roll. The terms and provisions of the Special Assessment Report, the Rate and Method of Apportionment of Assessments including the Assessment Roll, copies of which are attached hereto as Exhibits F and G, respectively, and filed with the Clerk to Council, be and hereby are approved including any changes or modifications therein having been made; provided that such changes or modifications shall be approved as corrections by resolution of the County Council at the time of hearing of any objections to the Assessments.

Section 12. Trustee, Registrar and Paying Agent. The County hereby appoints Regions Morgan Keegan Trust as Trustee, under the terms and conditions provided in the Trust Indenture. The Chairman of Council and the County Administrator are hereby delegated the authority to determine a successor trustee or a replacement trustee if for any reason Regions Morgan Keegan Trust does not serve as Trustee under the Trust Indenture.

Section 13. Authorization. The Chairman and any other proper officer of the County, be and each of them is hereby authorized and directed to execute and deliver any and all documents and instruments and to do and cause to be done any and all acts and things necessary or property for carrying out the transactions contemplated by this Ordinance.

Section 14. Severability. The provisions of this Ordinance are hereby declared to be separable and if any section, phrase or provision shall for any reason be declared by a court of competent jurisdiction to be invalid or unenforceable, such declaration shall not affect the validity of the remainder of the sections, phrases and provisions hereunder.

Section 15. Arbitrage Covenant. The County agrees and covenants that it will comply with all applicable portions of the Code, as in effect or hereafter amended, including Sections 103 and 141 through 150 thereof, and the regulations of the Treasury Department thereunder, to maintain the exclusion from gross income for federal income tax purposes of the interest components of the payments made pursuant to the Trust Indenture, including without limitation the proper use and expenditure of proceeds of the Bonds, the observation of the applicable investment limitations provided in the Code, the filing of information reports with the Internal Revenue Service and the rebate of certain arbitrage earnings on such proceeds to the United States Government. The County Administrator is hereby authorized to execute a Federal Tax Certificate in compliance with the provisions of this paragraph.

Section 16. Repeal of Conflicting Ordinances; Severability. All orders, resolutions, ordinances and parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed and this Ordinance shall take effect and be in full force from and after its passage and approval. The

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

ADOPTED THIS 2nd DAY OF March, 2004.

RICHLAND COUNTY, SOUTH CAROLINA

(SEAL)

By: Bernice G. Scott
Bernice G. Scott
Chairperson, Richland County Council

ATTEST:

Michelle Cannon-Finch
Michelle Cannon-Finch
Clerk to Council

APPROVED AS TO LEGAL FORM ONLY
NO OPINION RENDERED AS TO CONTENT

Amelia R. Linder

Asst. County Attorney

First Reading: January 6, 2004

Second Reading: January 20, 2004

Third Reading: March 2, 2004

EXHIBIT A

**FORM OF TRUST INDENTURE
(On File with Clerk to Council)**

Master Trust Indenture

(see Tab 7 for executed copy)

EXHIBIT B

**CONTRACT OF PURCHASE
(On file with Clerk to Council)**

Contract of Purchase

(see Tab 10 for executed copy)

EXHIBIT C

**2004 ACQUISITION AND PROJECT FUNDING AGREEMENT
(On file with Clerk to Council)**

Acquisition and Funding Agreement

(see Tab 6 for executed copy)

EXHIBIT D

PRELIMINARY LIMITED OFFERING MEMORANDUM
(On file with Clerk to Council)

Preliminary Limited Offering Memorandum

(see Tab 9)

EXHIBIT E
CONTINUING DISCLOSURE AGREEMENT
(On file with Clerk to Council)

Continuing Disclosure Agreement

(see Tab 20 for executed copy)

EXHIBIT F
SPECIAL ASSESSMENT REPORT
(On file with Clerk to Council)

Special Assessment Report

(see Tab 4(e))

EXHIBIT G

**RATE AND METHOD OF APPORTIONMENT OF ASSESSMENTS
INCLUDING
ASSESSMENT ROLL**

(On file with Clerk to Council)

Rate and Method of Apportionment of Assignments

(see Tab 4(d))

RICHLAND COUNTY, SOUTH CAROLINA

ORDINANCE NO. ____-21HR

PROVIDING FOR THE ISSUANCE OF REFUNDING REVENUE BONDS IN ONE OR MORE SERIES, TAX-EXEMPT OR TAXABLE, IN AN AMOUNT NOT TO EXCEED \$18,000,000 TO REFUND THE COUNTY'S OUTSTANDING VILLAGE AT SANDHILL IMPROVEMENT DISTRICT ASSESSMENT REVENUE BONDS, SERIES 2004; AND OTHER MATTERS RELATING THERETO.

ADOPTED: JUNE ____, 2021

TABLE OF CONTENTS

Section 1. Findings..... 1
Section 2. Authorization and Details of the Bonds 2
Section 3. Delegation of Certain Details of the Bonds to the County Administrator 2
Section 4. Execution of Bonds 2
Section 5. Preliminary and Final Limited Offering Memorandum 2
Section 6. Tax and Securities Laws Covenants..... 2
Section 7. Authorization for County Officials to Execute Documents; Ratification of Prior Acts..... 3
Section 8. Retention of Bond Counsel and Other Professionals 3
Section 9. General Repealer 3
Section 10. No Personal Liability 3

ORDINANCE NO. ___-21HR

PROVIDING FOR THE ISSUANCE OF REFUNDING REVENUE BONDS IN ONE OR MORE SERIES, TAX-EXEMPT OR TAXABLE, IN AN AMOUNT NOT TO EXCEED \$18,000,000 TO REFUND THE COUNTY'S OUTSTANDING VILLAGE AT SANDHILL IMPROVEMENT DISTRICT ASSESSMENT REVENUE BONDS, SERIES 2004; AND OTHER MATTERS RELATING THERETO.

THE RICHLAND COUNTY, SOUTH CAROLINA, COUNTY COUNCIL ORDAINS:

SECTION 1. Findings. The County Council ("Council") of Richland County, South Carolina ("County"), finds and determines:

(a) Article X, Section 14 of the Constitution of the State of South Carolina, 1895, as amended ("Constitution"), provides in part that the County may incur indebtedness payable solely from a revenue-producing project or from a special source, which source does not involve revenues from any tax or license.

(b) Pursuant to County Public Works Improvement Act, codified at Title 4, Chapter 35 of the Code of Laws of South Carolina 1976, as amended ("Assessment District Act"), the County is authorized to acquire, own, construct, establish, enlarge, improve, expand, operate, maintain and repair, and sell, lease, and otherwise dispose of an improvement and to finance such acquisition, construction, establishment, enlargement, improvement., expansion, operation, maintenance and repair, in whole or in part, by the imposition of assessments through the issuance of special district bonds, general obligation bonds of the county, or revenue bonds of the county, from general revenues from any source not restricted from that use by law, or by a combination of the funding sources.

(c) Pursuant to the Assessment District Act, the Council adopted Ordinance No. 002-04HR to create the Village at Sandhill Improvement District ("Sandhill District").

(d) Pursuant to the Assessment District Act, the Council adopted Ordinance No. 003-04HR ("2004 Bond Ordinance") to authorize the issuance of revenue bonds secured by assessments on properties located within the Sandhill District ("District Properties"), the proceeds of which were intended to finance the construction of eligible projects within the Assessment District.

(e) On March 31, 2004, under the terms of the 2004 Bond Ordinance, a Master Trust Indenture dated as of March 1, 2004 ("Master Trust Indenture") between the County and Regions Bank, as trustee ("Trustee") and a First Supplemental Trust Indenture dated as of March 1, 2004 between the County and the Trustee, the County issued its \$25,000,000 Village at Sandhill Improvement District Assessment Revenue Bonds, Series 2004 ("2004 Bonds").

(f) Pursuant to the Assessment District Act and Title 6, Chapter 17, Code of Laws of South Carolina 1976, as amended (collectively, "Refunding Act"), the County may issue refunding bonds to refinance any revenue bonds issued by the County.

(g) The County has determined that it may achieve debt service savings through the refunding of all or a portion of 2004 Bonds ("Refunding"), which savings will translate to reduced assessments charged on District Properties.

(h) The Council has found it is in the best interest of the County for the Council to provide for the issuance of one or more series of refunding revenue bonds of the County pursuant to the provisions of the Constitution and the Refunding Act, in an amount not to exceed \$18,000,000 for the purposes of: (i) accomplishing the Refunding; and (ii) paying the costs of issuance related to the Bonds (defined below).

SECTION 2. *Authorization and Details of the Bonds.* In accordance with the terms of the Master Trust Indenture, the County is authorized to issue not exceeding \$18,000,000 in refunding revenue bonds to be designated “Village at Sandhill Improvement District Assessment Refunding Revenue Bonds of Richland County, South Carolina” (“Bonds”) for the purposes set forth herein. The Bonds also may be issued in one or more series, taxable or tax-exempt, from time to time as may be determined in the manner provided below with such further designation of each series to identify the year in which such bonds are issued. The Bonds shall be limited obligations of the County payable solely from the Pledged Revenues and Pledged Funds as described in the Master Trust Indenture and shall not constitute either a pledge of the full faith and credit or a charge against the general credit or taxing power of the County. Finally, the Bonds will not count against the County’s eight percent debt limit established by the Constitution.

SECTION 3. *Delegation of Certain Details of the Bonds to the County Administrator.* The Council delegates to the County Administrator, or his lawful designee (“County Administrator”), the authority to carry out all of the necessary requirements of the Master Trust Indenture, including the negotiation of supplemental indenture providing for the details of the Bonds (“Supplemental Indenture”) as well as all determinations regarding the sale and issuance of the Bonds as are necessary and appropriate, including whether or not to proceed with the sale and issuance of the Bonds. The County Administrator is further directed to consult with the County’s bond counsel and financial advisor in making any such determinations. The County Administrator shall keep Council advised of the status of the sale and issuance of the Bonds.

SECTION 4. *Execution of Bonds.* The Bonds shall be executed in the name of the County with the manual, facsimile, or electronic signature of the Chairman of Council (“Chair”) and attested by the manual, facsimile, or electronic signature of the Clerk to Council under the seal of the County which shall be impressed, imprinted or reproduced thereon. The Bonds shall not be valid or become obligatory for any purpose unless there shall have been endorsed thereon a certificate of authentication.

SECTION 5. *Preliminary and Final Limited Offering Memorandum.* If required to sell the Bonds, the County authorizes and directs the County Administrator to prepare, or cause to be prepared, and use, or cause to be used, a preliminary Limited Offering Memorandum and a final Limited Offering Memorandum according to Rule 15c2-12 promulgated by the Securities Exchange Commission (“Rule 15c2-12”), and further authorizes and directs such other appropriate County staff to prepare and provide such information as may be necessary for the County Administrator to so prepare and use such preliminary Limited Offering Memorandum and final Limited Offering Memorandum in connection with the sale of the Bonds. The County Administrator is further authorized to “deem final” the preliminary Limited Offering Memorandum on behalf of the County in accordance with Rule 15c-12.

SECTION 6. *Tax and Securities Laws Covenants.*

(a) The following covenants shall be applicable to any series of Bonds are sold on a tax-exempt basis:

(i) The County covenants that no use of the proceeds of the sale of the Bonds authorized hereunder shall be made which, if such use had been reasonably expected on the date of issue of such Bonds would have caused the Bonds to be “arbitrage bonds,” as defined in the Internal Revenue Code of 1986, as amended (“Code”), and to that end the County shall comply with all applicable regulations of the Treasury Department previously promulgated under the Code so long as the Bond is outstanding.

(ii) The County further covenants to take all action necessary, including the payment of any rebate amount, to comply with Section 148(f) of the Code and any regulations promulgated thereunder.

(iii) The County covenants to file IRS form 8038, if the Code so requires, at the time and in the place required therefore under the Code.

(b) The County covenants and agrees that it will comply with and carry out all of the provisions of a continuing disclosure agreement, dated the date of delivery of the Bonds, which will meet the requirements of (i) Rule 15c2-12, if applicable, and (ii) Section 11-1-85, Code of Laws of South Carolina, 1976, as amended.

SECTION 7. *Authorization for County Officials to Execute Documents; Ratification of Prior Acts.*

The Council authorizes the Chair, County Administrator, Clerk to Council and other county officials or their designees (collectively, “Authorized Representatives”), with the advice of the County’s bond counsel and financial advisor, to execute and consent to such documents and instruments as may be necessary to effect this Ordinance. Except as otherwise specifically stated in this Ordinance, any actions taken by any Authorized Representatives prior to the date of this Ordinance in furtherance of the issuance and sale of the Bonds, are hereby approved, ratified and confirmed in all respects.

SECTION 8. *Retention of Counsel and Other Professionals.* The Council authorizes the County Administrator to retain the law firm of Parker Poe Adams & Bernstein LLP as its bond and disclosure counsel, and the firm of First Tryon Advisors, as its financial advisor, in connection with the issuance of the Bonds.

The Council further authorizes the County Administrator to enter into such other contractual arrangements and hire such other professionals as may be necessary to effect the issuance, sale, execution and delivery of the Bonds, and the other transactions contemplated by this Ordinance.

SECTION 9. *General Repealer.* All ordinances, rules, regulations, resolutions and parts thereof, procedural or otherwise, in conflict herewith or the proceedings authorizing the issuance of the Bonds are, to the extent of such conflict, repealed and this Ordinance shall take effect and be in full force from and after its adoption.

SECTION 10. *No Personal Liability.* No recourse shall be had for the enforcement of any obligation, covenant, promise or agreement of the County contained herein or in the Bonds, and any other incorporated or referenced documents against any elected official of the County or any officer or employee of the County, as such, in his or her individual or personal capacity, past, present or future, either directly or through the County, whether by virtue of any constitutional provision, statute or rule of law, or by the enforcement of any assessment or penalty or otherwise, it being expressly agreed and understood that this Ordinance, the Bonds are solely governmental obligations, and that no personal liability whatsoever shall attach to, or be incurred by, any director, officer or employee, as such, past, present or future, of the County, either directly or by reason of any of the obligations, covenants, promises, or agreements entered into between the County and the owners of the Bonds or to be implied therefrom as being supplemental hereto or thereto, and that all personal liability of that character against every such elected official, officer and employee is, by the enactment of this Ordinance and the execution of the Bonds, and as a condition of, and as a part of the consideration for, the enactment of this Ordinance and the execution of the Bonds, expressly waived and released. The immunity of elected officials, officers and employees of the County and waiver and release of personal liability under the provisions contained in this Section shall survive the termination of this Ordinance and maturity of the Bonds issued hereunder.

RICHLAND COUNTY, SOUTH CAROLINA

Chair, County Council
Richland County, South Carolina

(SEAL)

ATTEST:

Clerk to County Council
Richland County, South Carolina

READINGS:

First Reading: May 4, 2021

Second Reading: _____, 2021

Public Hearing: _____, 2021

Third Reading: _____, 2021

RICHLAND COUNTY, SOUTH CAROLINA

ORDINANCE NO. ____-21HR

PROVIDING FOR THE ISSUANCE OF REFUNDING REVENUE BONDS IN ONE OR MORE SERIES, TAX-EXEMPT OR TAXABLE, IN AN AMOUNT NOT TO EXCEED \$18,000,000 TO REFUND THE COUNTY'S OUTSTANDING VILLAGE AT SANDHILL IMPROVEMENT DISTRICT ASSESSMENT REVENUE BONDS, SERIES 2004; AND OTHER MATTERS RELATING THERETO.

ADOPTED: JUNE ____, 2021

TABLE OF CONTENTS

Section 1. Findings.....1
Section 2. Authorization and Details of the Bonds2
Section 3. Delegation of Certain Details of the Bonds to the County Administrator2
Section 4. Execution of Bonds2
Section 5. Preliminary and Final Limited Offering Memorandum.....2
Section 6. Tax and Securities Laws Covenants.....2
Section 7. Authorization for County Officials to Execute Documents; Ratification of Prior Acts3
Section 8. Retention of Bond Counsel and Other Professionals3
Section 9. General Repealer3
Section 10. No Personal Liability3

ORDINANCE NO. ___-21HR

PROVIDING FOR THE ISSUANCE OF REFUNDING REVENUE BONDS IN ONE OR MORE SERIES, TAX-EXEMPT OR TAXABLE, IN AN AMOUNT NOT TO EXCEED \$18,000,000 TO REFUND THE COUNTY'S OUTSTANDING VILLAGE AT SANDHILL IMPROVEMENT DISTRICT ASSESSMENT REVENUE BONDS, SERIES 2004; AND OTHER MATTERS RELATING THERETO.

THE RICHLAND COUNTY, SOUTH CAROLINA, COUNTY COUNCIL ORDAINS:

SECTION 1. Findings. The County Council ("Council") of Richland County, South Carolina ("County"), finds and determines:

(a) Article X, Section 14 of the Constitution of the State of South Carolina, 1895, as amended ("Constitution"), provides in part that the County may incur indebtedness payable solely from a revenue-producing project or from a special source, which source does not involve revenues from any tax or license.

(b) Pursuant to County Public Works Improvement Act, codified at Title 4, Chapter 35 of the Code of Laws of South Carolina 1976, as amended ("Assessment District Act"), the County is authorized to acquire, own, construct, establish, enlarge, improve, expand, operate, maintain and repair, and sell, lease, and otherwise dispose of an improvement and to finance such acquisition, construction, establishment, enlargement, improvement., expansion, operation, maintenance and repair, in whole or in part, by the imposition of assessments through the issuance of special district bonds, general obligation bonds of the county, or revenue bonds of the county, from general revenues from any source not restricted from that use by law, or by a combination of the funding sources.

(c) Pursuant to the Assessment District Act, the Council adopted Ordinance No. 002-04HR to create the Village at Sandhill Improvement District ("Sandhill District").

(d) Pursuant to the Assessment District Act, the Council adopted Ordinance No. 003-04HR ("2004 Bond Ordinance") to authorize the issuance of revenue bonds secured by assessments on properties located within the Sandhill District ("District Properties"), the proceeds of which were intended to finance the construction of eligible projects within the Assessment District.

(e) On March 31, 2004, under the terms of the 2004 Bond Ordinance, a Master Trust Indenture dated as of March 1, 2004 ("Master Trust Indenture") between the County and Regions Bank, as trustee ("Trustee") and a First Supplemental Trust Indenture dated as of March 1, 2004 between the County and the Trustee, the County issued its \$25,000,000 Village at Sandhill Improvement District Assessment Revenue Bonds, Series 2004 ("2004 Bonds").

(f) Pursuant to the Assessment District Act and Title 6, Chapter 17, Code of Laws of South Carolina 1976, as amended (collectively, "Refunding Act"), the County may issue refunding bonds to refinance any revenue bonds issued by the County.

(g) The County has determined that it may achieve debt service savings through the refunding of all or a portion of 2004 Bonds ("Refunding"), which savings will translate to reduced assessments charged on District Properties.

(h) The Council has found it is in the best interest of the County for the Council to provide for the issuance of one or more series of refunding revenue bonds of the County pursuant to the provisions of the Constitution and the Refunding Act, in an amount not to exceed \$18,000,000 for the purposes of: (i) accomplishing the Refunding; and (ii) paying the costs of issuance related to the Bonds (defined below).

SECTION 2. *Authorization and Details of the Bonds.* In accordance with the terms of the Master Trust Indenture, the County is authorized to issue not exceeding \$18,000,000 in refunding revenue bonds to be designated “Village at Sandhill Improvement District Assessment Refunding Revenue Bonds of Richland County, South Carolina” (“Bonds”) for the purposes set forth herein. The Bonds also may be issued in one or more series, taxable or tax-exempt, from time to time as may be determined in the manner provided below with such further designation of each series to identify the year in which such bonds are issued. The Bonds shall be limited obligations of the County payable solely from the Pledged Revenues and Pledged Funds as described in the Master Trust Indenture and shall not constitute either a pledge of the full faith and credit or a charge against the general credit or taxing power of the County. Finally, the Bonds will not count against the County’s eight percent debt limit established by the Constitution.

SECTION 3. *Delegation of Certain Details of the Bonds to the County Administrator.* The Council delegates to the County Administrator, or his lawful designee (“County Administrator”), the authority to carry out all of the necessary requirements of the Master Trust Indenture, including the negotiation of supplemental indenture providing for the details of the Bonds (“Supplemental Indenture”) as well as all determinations regarding the sale and issuance of the Bonds as are necessary and appropriate, including whether or not to proceed with the sale and issuance of the Bonds. The County Administrator is further directed to consult with the County’s bond counsel and financial advisor in making any such determinations. The County Administrator shall keep Council advised of the status of the sale and issuance of the Bonds.

SECTION 4. *Execution of Bonds.* The Bonds shall be executed in the name of the County with the manual, facsimile, or electronic signature of the Chairman of Council (“Chair”) and attested by the manual, facsimile, or electronic signature of the Clerk to Council under the seal of the County which shall be impressed, imprinted or reproduced thereon. The Bonds shall not be valid or become obligatory for any purpose unless there shall have been endorsed thereon a certificate of authentication.

SECTION 5. *Preliminary and Final Limited Offering Memorandum.* If required to sell the Bonds, the County authorizes and directs the County Administrator to prepare, or cause to be prepared, and use, or cause to be used, a preliminary Limited Offering Memorandum and a final Limited Offering Memorandum according to Rule 15c2-12 promulgated by the Securities Exchange Commission (“Rule 15c2-12”), and further authorizes and directs such other appropriate County staff to prepare and provide such information as may be necessary for the County Administrator to so prepare and use such preliminary Limited Offering Memorandum and final Limited Offering Memorandum in connection with the sale of the Bonds. The County Administrator is further authorized to “deem final” the preliminary Limited Offering Memorandum on behalf of the County in accordance with Rule 15c-12.

SECTION 6. *Tax and Securities Laws Covenants.*

(a) The following covenants shall be applicable to any series of Bonds are sold on a tax-exempt basis:

(i) The County covenants that no use of the proceeds of the sale of the Bonds authorized hereunder shall be made which, if such use had been reasonably expected on the date of issue of such Bonds would have caused the Bonds to be “arbitrage bonds,” as defined in the Internal Revenue Code of 1986,

as amended (“Code”), and to that end the County shall comply with all applicable regulations of the Treasury Department previously promulgated under the Code so long as the Bond is outstanding.

(ii) The County further covenants to take all action necessary, including the payment of any rebate amount, to comply with Section 148(f) of the Code and any regulations promulgated thereunder.

(iii) The County covenants to file IRS form 8038, if the Code so requires, at the time and in the place required therefore under the Code.

(b) The County covenants and agrees that it will comply with and carry out all of the provisions of a continuing disclosure agreement, dated the date of delivery of the Bonds, which will meet the requirements of (i) Rule 15c2-12, if applicable, and (ii) Section 11-1-85, Code of Laws of South Carolina, 1976, as amended.

SECTION 7. *Authorization for County Officials to Execute Documents; Ratification of Prior Acts.*

The Council authorizes the Chair, County Administrator, Clerk to Council and other county officials or their designees (collectively, “Authorized Representatives”), with the advice of the County’s bond counsel and financial advisor, to execute and consent to such documents and instruments as may be necessary to effect this Ordinance. Except as otherwise specifically stated in this Ordinance, any actions taken by any Authorized Representatives prior to the date of this Ordinance in furtherance of the issuance and sale of the Bonds, are hereby approved, ratified and confirmed in all respects.

SECTION 8. *Retention of Counsel and Other Professionals.* The Council authorizes the County Administrator to retain the law firm of Parker Poe Adams & Bernstein LLP as its bond and disclosure counsel, and the firm of First Tryon Advisors, as its financial advisor, in connection with the issuance of the Bonds.

The Council further authorizes the County Administrator to enter into such other contractual arrangements and hire such other professionals as may be necessary to effect the issuance, sale, execution and delivery of the Bonds, and the other transactions contemplated by this Ordinance.

SECTION 9. *General Repealer.* All ordinances, rules, regulations, resolutions and parts thereof, procedural or otherwise, in conflict herewith or the proceedings authorizing the issuance of the Bonds are, to the extent of such conflict, repealed and this Ordinance shall take effect and be in full force from and after its adoption.

SECTION 10. *No Personal Liability.* No recourse shall be had for the enforcement of any obligation, covenant, promise or agreement of the County contained herein or in the Bonds, and any other incorporated or referenced documents against any elected official of the County or any officer or employee of the County, as such, in his or her individual or personal capacity, past, present or future, either directly or through the County, whether by virtue of any constitutional provision, statute or rule of law, or by the enforcement of any assessment or penalty or otherwise, it being expressly agreed and understood that this Ordinance, the Bonds are solely governmental obligations, and that no personal liability whatsoever shall attach to, or be incurred by, any director, officer or employee, as such, past, present or future, of the County, either directly or by reason of any of the obligations, covenants, promises, or agreements entered into between the County and the owners of the Bonds or to be implied therefrom as being supplemental hereto or thereto, and that all personal liability of that character against every such elected official, officer and employee is, by the enactment of this Ordinance and the execution of the Bonds, and as a condition of, and as a part of the consideration for, the enactment of this Ordinance and the execution of the Bonds, expressly waived and released. The immunity of elected officials, officers and employees of the County and waiver and release of personal liability under the provisions contained in this Section shall survive the termination of this Ordinance and maturity of the Bonds issued hereunder.

RICHLAND COUNTY, SOUTH CAROLINA

Chair, County Council
Richland County, South Carolina

(SEAL)

ATTEST:

Clerk to County Council
Richland County, South Carolina

READINGS:

First Reading: May 4, 2021

Second Reading: _____, 2021

Public Hearing: _____, 2021

Third Reading: _____, 2021

STATE OF SOUTH CAROLINA
COUNTY COUNCIL FOR RICHLAND COUNTY
ORDINANCE NO. 003-04HR

AUTHORIZING AND PROVIDING FOR THE ISSUANCE AND SALE OF NOT EXCEEDING \$25,000,000 THE VILLAGE AT SANDHILL IMPROVEMENT DISTRICT ASSESSMENT REVENUE BONDS OF RICHLAND COUNTY, SOUTH CAROLINA, SERIES 2004; LIMITING THE PAYMENT OF THE BONDS SOLELY TO THE NET REVENUES DERIVED FROM A SPECIAL ASSESSMENT ON PROPERTIES LOCATED WITHIN THE VILLAGE AT SANDHILL IMPROVEMENT DISTRICT; PROVIDING FOR THE EXECUTION OF A TRUST INDENTURE, CONTRACT OF PURCHASE AND OTHER DOCUMENTS RELATED THERETO; MAKING OTHER COVENANTS AND AGREEMENTS IN CONNECTION WITH THE FOREGOING; AND OTHER MATTERS RELATING THERETO.

BE IT ORDAINED BY THE COUNTY COUNCIL OF RICHLAND COUNTY, SOUTH CAROLINA, AS FOLLOWS:

Section 1. Definitions. The terms defined in this Section for all purposes of this Ordinance shall have the respective meanings as set forth in this Section. The term:

"2004 Acquisition and Project Funding Agreement" shall mean that agreement by and between Richland County, South Carolina and Kahn Development Corp. dated such date as may be determined by the Chairman of Council and the County Administrator.

"Act" shall mean the County Public Works Improvement Act, codified as Chapter 35 of Title 4 of the Code of Laws of South Carolina 1976, as amended.

"Administrative Expenses" shall mean the reasonable and necessary expenses, directly or indirectly, incurred by the County with respect to the Improvement District, the Trust Indenture or any supplemental indenture including but not limited to costs of imposing and collecting Assessments, including the commissions, fees, expenses and any other charges of the Treasurer and the Property Appraiser (as such terms are defined in the Trust Indenture), and costs, fees and expenses of consultants, appraisers, engineers, legal counsel or the Trustee, Registrar or Paying Agent (as such terms are defined in the Trust Indenture).

"Assessment" shall mean an assessment imposed under the Act.

"Assessment Roll" shall mean all non *ad valorem* special assessments levied and collected by the County in connection with the Improvement District pursuant to the Act.

"Bonds" mean the not exceeding \$25,000,000 The Village at Sandhill Improvement District Assessment Revenue Bonds, Series 2004 to be issued in one or more series to finance the Improvements to be dated such date as may be determined by the Chairman of County Council and the County Administrator with advice from the County Attorney.

"Code" means the Internal Revenue Code of 1986, as amended, and applicable Treasury Regulations thereunder.

"Continuing Disclosure Agreement" means the Continuing Disclosure Agreement dated such date as may be determined by the Chairman of Council and the County Administrator between Municap and the County.

"Contract of Purchase" means the Contract of Purchase between the Underwriter and the County.

"Council" means the Richland County Council.

"County" means Richland County, South Carolina.

"Improvement District" shall mean The Village at Sandhill Improvement District created by the Council under the Act pursuant to Ordinance No. 002-04HR.

"Improvement District Ordinance" means Ordinance No. 002-04HR of the Council wherein the Assessments are authorized to be imposed and collected.

"Improvements" means drainage system, roads, sanitary sewer system and water system, and such other public improvement as allowed by the Act.

"Ordinance" means this Ordinance No. 003-04HR of Council.

"Reimbursement Resolution" means that Resolution of Council adopted September 17, 2002, declaring the intention of the County to reimburse itself for certain expenditures incurred in connection with the Improvements from the proceeds of the Bonds.

"Trustee" means Regions Morgan Keegan Trust, its successors and assigns, as Trustee under the Trust Indenture, and any successor in such capacity.

"Trust Indenture" means the Trust Indenture (including any indenture supplemental thereto) dated such date as may be determined by the Chairman of Council and the County Administrator between the County and the Trustee, pursuant to which the Bonds will be issued.

"Underwriter" means Banc of America Securities LLC.

Section 2. Findings and Determinations. The Council hereby finds and determines:

(a) Pursuant to Section 4-9-10, Code of Laws of South Carolina, 1976, as amended (the "S. C. Code"), the Council/Administrator form of government was selected and the Council constitutes the governing body of the County.

(b) Article X, Section 14 of the Constitution of the State of South Carolina, 1896, as amended (the "Constitution") provides in part that the County may incur indebtedness payable solely from a revenue-producing project or from a special source, which source does not involve revenues from any tax or license.

(c) Pursuant to the Act, the County is authorized to acquire, own, construct, establish, enlarge, improve, expand, operate, maintain and repair, and sell, lease, and otherwise dispose of an improvement and to finance such acquisition, construction, establishment, enlargement, improvement, expansion, operation, maintenance and repair, in whole or in part, by the imposition of assessments through the issuance of special district bonds, general obligation bonds of the county, or revenue bonds of

the county, from general revenues from any source not restricted from that use by law, or by a combination of the funding sources.

(d) Pursuant to the Act, the County has adopted the Improvement District Ordinance wherein Assessments are authorized to be imposed and collected within the Improvement District.

(e) In the Improvement District Ordinance, the Council has made findings that: (1) the Improvements are likely to significantly improve property values within the Improvement District by promoting the development of the property; (2) it would be fair and equitable to finance all or part of the cost of the Improvements by an Assessment upon the real property located within the Improvement District; and (3) written consent for the creation of an improvement district from a majority of the owners of real property within the Improvement District and having an aggregate assessed value in excess of sixty-six percent of the assessed value of all real property within the Improvement District has been obtained.

(f) There is a need to acquire the Improvements. In order to finance the cost of the Improvements, the County has determined to enter into a transaction whereby the County will issue the Bonds, such Bonds to be paid from the revenues generated by the imposition and collection of assessments in the Improvement District.

(g) In order to secure the payments on the Bonds and Administrative Expenses, the County will pledge the revenues generated from the imposition and collection of the Assessments. The County will additionally assign its interest in certain funds created pursuant to the Trust Indenture to the Trustee for the benefit of the owners of the Bonds.

(h) There have been filed with the Clerk to Council forms of the Trust Indenture, Contract of Purchase, 2004 Acquisition and Project Funding Agreement, the Preliminary Limited Offering Memorandum and the Continuing Disclosure Agreement. The Council finds, however, that certain changes in said documents may be needed prior to the completion of this transaction such that it will be in the best interest of the County to delegate to the Chairman of County Council, the County Administrator and the County Attorney, or any one of them, the legal authority to determine those matters including the authority to approve the final form of the documents necessary to effectuate the issuance of the Bonds.

Section 3. Approval of Transaction. The Council does hereby approve (a) the issuance of the Bonds as described herein; (b) the use of the proceeds of the issuance of the Bonds to pay the costs of the Improvements, the payment of interest coming due on the Bonds during the construction period thereof, and the costs associated with the issuance of the Bonds; (c) the pledge and application of the revenues generated from the imposition and collection of the Assessments for payment of the Bonds and Administrative Expenses.

Section 4. Approval of Trust Indenture and Delegation of Authority. The form, terms and provisions of the Trust Indenture, a copy of which is attached hereto as Exhibit A and filed with the Clerk to Council be and hereby is approved. The Chairman of the County Council is hereby authorized, empowered and directed to execute, acknowledge and deliver, and the Clerk to Council is hereby authorized, empowered and directed to attest the Trust Indenture, with such changes or revisions as are permitted hereby, in the name of and on behalf of the County. The Chairman of the Council and the County Administrator with advice from the County Attorney are hereby delegated the authority to approve such changes in the form, terms and provisions of the Trust Indenture as may be necessary or advisable in connection with the transactions contemplated hereby and thereby, provided that there is no material change to the County's liabilities. The Chairman's execution and delivery of the Trust Indenture shall constitute conclusive evidence of approval of any and all changes or revisions therein from the form

of the Trust Indenture attached hereto as Exhibit A. Any amendments to the Trust Indenture shall be executed in the same manner.

Section 6. Establishment of Revenue Fund. There is hereby established an enterprise fund in the County's budget and accounting system for the purpose of accounting for all Assessments levied and collected. This fund shall be known as the "Revenue Fund" and all Assessments levied and collected shall be deposited into such Revenue Fund and as such shall be disbursed according to the provisions of the Trust Indenture.

Section 7. Approval of Contract of Purchase and Delegation of Authority. The form, terms and provisions of the Contract of Purchase, a copy of which is attached hereto as Exhibit B and filed with the Clerk to Council be and hereby is approved. The County Administrator is hereby authorized, empowered and directed to execute, acknowledge and deliver the Contract of Purchase, with such changes or revisions as are permitted hereby, in the name of and on behalf of the County. The County Administrator with advice from the County Attorney is hereby authorized to approve such changes in the form, terms and provisions of the Contract of Purchase as may be necessary or advisable in connection with the transactions contemplated hereby and thereby. The County Administrator's execution and delivery of the Contract of Purchase shall constitute conclusive evidence of approval of any and all changes or revisions therein from the form of the Contract of Purchase attached hereto as Exhibit B. Any amendments to the Contract of Purchase shall be executed in the same manner.

Section 8. Approval of 2004 Acquisition and Project Funding Agreement and Delegation of Authority. The form, terms and provisions of the 2004 Acquisition and Project Funding Agreement, a copy of which is attached hereto as Exhibit C and filed with the Clerk to Council be and hereby is approved. The Chairman of the County Council is hereby authorized, empowered and directed to execute, acknowledge and deliver, and the Clerk to Council is hereby authorized, empowered and directed to attest the 2004 Acquisition and Project Funding Agreement, with such changes or revisions as are permitted hereby, in the name of and on behalf of the County. The Chairman of the County Council and the County Administrator with advice from the County Attorney hereby delegate the authority to approve such changes in the form, terms and provisions of the 2004 Acquisition and Project Funding Agreement as may be necessary or advisable in connection with the transactions contemplated hereby and thereby. The Chairman's execution and the delivery of the 2004 Acquisition and Project Funding Agreement shall constitute conclusive evidence of approval of any and all changes or revisions therein from the form of the 2004 Acquisition and Project Funding Agreement attached hereto as Exhibit C. Any amendments to the 2004 Acquisition and Project Funding Agreement shall be executed in the same manner.

Section 9. Approval of Preliminary Limited Offering Memorandum and Delegation of Authority. The distribution of the Preliminary Limited Offering Memorandum in substantially the form attached hereto as Exhibit D (the "Preliminary LOM") and filed with the Clerk to Council be and hereby is approved for distribution by the Underwriter and the Final Limited Offering Memorandum in substantially the form of the Preliminary LOM (the "Final LOM") is hereby approved for distribution by the Underwriter. The County Council hereby "deems final" the Preliminary LOM for purposes of Rule 15c2-12 of the Securities and Exchange Commission. The Chairman of the County Council and the County Administrator with advice from the County Attorney are hereby delegated the authority to approve such changes in the form, terms and provisions of and to execute and deliver the Final LOM as may be appropriate for the transactions contemplated hereby and thereby. The Chairman's execution of the Final LOM shall constitute conclusive evidence of approval of any and all changes or revisions therein from the form of the Preliminary LOM attached hereto as Exhibit D.

Section 10. Approval of Continuing Disclosure Agreement and Delegation of Authority. The form, terms and provisions of the Continuing Disclosure Agreement, a copy of which is attached hereto as Exhibit E and filed with the Clerk to Council be and hereby is approved. The Chairman of the County Council is hereby authorized, empowered and directed to execute, acknowledge and deliver, and the Clerk to Council is hereby authorized, empowered and directed to attest the Continuing Disclosure Agreement, with such changes or revisions as are permitted hereby, in the name of and on behalf of the County. The Chairman of the County Council and the County Administrator with advice from the County Attorney hereby delegate the authority to approve such changes in the form, terms and provisions of the Continuing Disclosure Agreement as may be necessary or advisable in connection with the transactions contemplated hereby and thereby. The Chairman's execution and the delivery of the Continuing Disclosure Agreement shall constitute conclusive evidence of approval of any and all changes or revisions therein from the form of the Continuing Disclosure Agreement attached hereto as Exhibit E. Any amendments to the Continuing Disclosure Agreement shall be executed in the same manner.

Section 11. Approval of Special Assessment Report, Rate and Method of Apportionment of Assessments and Assessment Roll. The terms and provisions of the Special Assessment Report, the Rate and Method of Apportionment of Assessments including the Assessment Roll, copies of which are attached hereto as Exhibits F and G, respectively, and filed with the Clerk to Council, be and hereby are approved including any changes or modifications therein having been made; provided that such changes or modifications shall be approved as corrections by resolution of the County Council at the time of hearing of any objections to the Assessments.

Section 12. Trustee, Registrar and Paying Agent. The County hereby appoints Regions Morgan Keegan Trust as Trustee, under the terms and conditions provided in the Trust Indenture. The Chairman of Council and the County Administrator are hereby delegated the authority to determine a successor trustee or a replacement trustee if for any reason Regions Morgan Keegan Trust does not serve as Trustee under the Trust Indenture.

Section 13. Authorization. The Chairman and any other proper officer of the County, be and each of them is hereby authorized and directed to execute and deliver any and all documents and instruments and to do and cause to be done any and all acts and things necessary or property for carrying out the transactions contemplated by this Ordinance.

Section 14. Severability. The provisions of this Ordinance are hereby declared to be separable and if any section, phrase or provision shall for any reason be declared by a court of competent jurisdiction to be invalid or unenforceable, such declaration shall not affect the validity of the remainder of the sections, phrases and provisions hereunder.

Section 15. Arbitrage Covenant. The County agrees and covenants that it will comply with all applicable portions of the Code, as in effect or hereafter amended, including Sections 103 and 141 through 150 thereof, and the regulations of the Treasury Department thereunder, to maintain the exclusion from gross income for federal income tax purposes of the interest components of the payments made pursuant to the Trust Indenture, including without limitation the proper use and expenditure of proceeds of the Bonds, the observation of the applicable investment limitations provided in the Code, the filing of information reports with the Internal Revenue Service and the rebate of certain arbitrage earnings on such proceeds to the United States Government. The County Administrator is hereby authorized to execute a Federal Tax Certificate in compliance with the provisions of this paragraph.

Section 16. Repeal of Conflicting Ordinances; Severability. All orders, resolutions, ordinances and parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed and this Ordinance shall take effect and be in full force from and after its passage and approval. The

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

ADOPTED THIS 2nd DAY OF March, 2004.

RICHLAND COUNTY, SOUTH CAROLINA

(SEAL)

By: Bernice G. Scott
Bernice G. Scott
Chairperson, Richland County Council

ATTEST:

Michelle Cannon-Finch
Michelle Cannon-Finch
Clerk to Council

APPROVED AS TO LEGAL FORM ONLY
NO OPINION RENDERED AS TO CONTENT

Amelia R. Linder

Asst. County Attorney

First Reading: January 6, 2004

Second Reading: January 20, 2004

Third Reading: March 2, 2004

EXHIBIT A

**FORM OF TRUST INDENTURE
(On File with Clerk to Council)**

Master Trust Indenture

(see Tab 7 for executed copy)

EXHIBIT B

**CONTRACT OF PURCHASE
(On file with Clerk to Council)**

Contract of Purchase

(see Tab 10 for executed copy)

EXHIBIT C

**2004 ACQUISITION AND PROJECT FUNDING AGREEMENT
(On file with Clerk to Council)**

Acquisition and Funding Agreement

(see Tab 6 for executed copy)

EXHIBIT D

PRELIMINARY LIMITED OFFERING MEMORANDUM
(On file with Clerk to Council)

Preliminary Limited Offering Memorandum

(see Tab 9)

EXHIBIT E
CONTINUING DISCLOSURE AGREEMENT
(On file with Clerk to Council)

Continuing Disclosure Agreement

(see Tab 20 for executed copy)

EXHIBIT F
SPECIAL ASSESSMENT REPORT
(On file with Clerk to Council)

Special Assessment Report

(see Tab 4(e))

EXHIBIT G

**RATE AND METHOD OF APPORTIONMENT OF ASSESSMENTS
INCLUDING
ASSESSMENT ROLL**

(On file with Clerk to Council)

Rate and Method of Apportionment of Assignments

(see Tab 4(d))

Richland County, South Carolina
Village at Sandhill Improvement District
Refunding Analysis - Assessment Revenue Bonds, Series 2004

Refunded Bonds	Series 2004
Par Amount*	16,128,000
Maturities	11/1/21 - 11/1/36 (Term Bond)
Avg. Coupon	6.20%
Optional Redemption	Current @ 100%
Refunding Bonds	Series 2021
Par Amount	15,790,000
All-in True Interest Cost	4.692%
Net PV Savings (\$)	1,732,898
Net PV Savings (%)	10.74%
Average Annual Savings	165,224

Fiscal Year Ending	Cash Flow Savings
12/31/2022	164,599
12/31/2023	166,437
12/31/2024	166,648
12/31/2025	165,619
12/31/2026	167,349
12/31/2027	166,590
12/31/2028	164,308
12/31/2029	164,404
12/31/2030	163,728
12/31/2031	163,120
12/31/2032	166,360
12/31/2033	166,172
12/31/2034	162,521
12/31/2035	167,371
12/31/2036	163,139
Total Cash Flow Savings	2,478,360

* Par amount refunded reflects prepayments made to date.

Assumptions:

- Closing on September 16, 2021
- Cost of Issuance: \$300,000
- Underwriter's Discount: \$15/Bond
- Level Annual Savings
- Equity contribution of \$1,118,968 at closing equal to 11/1/21 debt service
- Release of existing DSRF (\$809,799)
- Funding of new DSRF at 50% of Maximum Annual Debt Service
- Current Market Tax-Exempt Interest Rates as of April 14, 2021

Richland County Council Request for Action

Subject:

Providing for the issuance of General Obligation bonds in one or more series, tax-exempt or taxable, in an amount not to exceed \$13,000,000 to refund a portion of the County's outstanding General Obligation bonds; and other related matters

Notes:

First Reading: May 4, 2021

Second Reading: May 18, 2021

Third Reading: June 8, 2021 {Tentative}

Public Hearing: June 8, 2021

RICHLAND COUNTY, SOUTH CAROLINA

ORDINANCE NO. ____-21HR

PROVIDING FOR THE ISSUANCE OF GENERAL OBLIGATION BONDS IN ONE OR MORE SERIES, TAX-EXEMPT OR TAXABLE, IN AN AMOUNT NOT TO EXCEED \$13,000,000 TO REFUND A PORTION OF THE COUNTY'S OUTSTANDING GENERAL OBLIGATION BONDS; AND OTHER RELATED MATTERS.

ADOPTED: JUNE 8, 2021

TABLE OF CONTENTS

Section 1. Findings..... 1
Section 2. Authorization and Details of the Bonds 2
Section 3. Delegation of Certain Details of the Bonds to the County Administrator 2
Section 4. Registrar/Paying Agent 2
Section 5. Registration and Transfer 2
Section 6. Record Date..... 3
Section 7. Lost, Stolen, Destroyed or Defaced Bonds 3
Section 8. Book-Entry System 3
Section 9. Execution of Bonds 4
Section 10. Form of Bonds..... 4
Section 11. Security for Bonds..... 4
Section 12. Exemption from State Taxation 5
Section 13. Sale of Bonds, Form of Notice of Sale..... 5
Section 14. Deposit and Application of Bond Proceeds 5
Section 15. Preliminary and Final Official Statement..... 5
Section 16. Defeasance 5
Section 17. Authority to Issue Bond Anticipation Notes 6
Section 18. Details of Bond Anticipation Notes 7
Section 19. Security for Bond Anticipation Notes..... 8
Section 20. Tax and Securities Laws Covenants..... 8
Section 21. Authorization for County Officials to Execute Documents; Ratification of Prior Acts..... 9
Section 22. Publication of Notice of Adoption of Ordinance 9
Section 23. Retention of Bond Counsel and Other Professionals 9
Section 24. General Repealer 9
Section 25. No Personal Liability 9

EXHIBIT A FORM OF BOND A-1
EXHIBIT B FORM OF BAN B-1

ORDINANCE NO. ___-21HR

PROVIDING FOR THE ISSUANCE OF GENERAL OBLIGATION BONDS IN ONE OR MORE SERIES, TAX-EXEMPT OR TAXABLE, IN AN AMOUNT NOT TO EXCEED \$13,000,000 TO REFUND A PORTION OF THE COUNTY'S OUTSTANDING GENERAL OBLIGATION BONDS; AND OTHER RELATED MATTERS.

THE RICHLAND COUNTY, SOUTH CAROLINA, COUNTY COUNCIL ORDAINS:

SECTION 1. Findings. The County Council ("Council") of Richland County, South Carolina ("County"), finds and determines:

(a) Article X, Section 14 of the Constitution of the State of South Carolina, 1895, as amended ("Constitution"), provides that each county may incur general obligation bonded indebtedness upon such terms and conditions as the General Assembly may prescribe by general law subject to the following limitations: (i) such debt must be incurred only for a purpose which is a public purpose and a corporate purpose for a county, and (ii) unless excepted therefrom, such debt may be issued in an amount not exceeding eight percent of the assessed value of all taxable property of such county ("Bonded Debt Limit").

(b) Pursuant to Title 4, Chapter 15, Code of Laws of South Carolina, 1976, as amended, the county council of any county of the State of South Carolina may issue general obligation bonds for any corporate purpose of such county up to any amount not exceeding such county's Bonded Debt Limit.

(c) Pursuant to Title 4, Chapter 15 and Title 11, Chapters 15, 21, and 27, Code of Laws of South Carolina 1976, as amended (collectively, "County Bond Act"), the county council of any county of the State may issue refunding bonds to such extent as such that county shall be indebted by way of principal, interest and redemption premium upon any outstanding bonds, maturing or called for redemption, less all sinking funds and other moneys on hand applicable thereto at any time to effect the refunding of any of its outstanding bonds, but not sooner than one year from the date the outstanding bonds fall due or have been called for redemption, unless the county council finds that a savings can be effected through advanced refunding of the outstanding bonds.

(d) The County Bond Act provides that as a condition precedent to the issuance of bonds an election be held and result favorably thereto. The County Bond Act further provides that if an election be prescribed by the provisions of the County Bond Act, but is not required by the provisions of Article X of the Constitution, then in every such instance, no election need be held (notwithstanding the requirement therefor) and the remaining provisions of the County Bond Act shall constitute a full and complete authorization to issue bonds in accordance with such remaining provisions.

(e) The County has determined that it may achieve debt service savings through the refunding of all or a portion of its outstanding principal amount of \$12,295,000 Sewer System General Obligation Refunding Bonds, Series 2011A ("Refunded Bonds"), which may be refunded any time on or after the redemption date of March 1, 2021 ("Refunding").

~~(e)~~(f) The Council has found it is in the best interest of the County for the Council to provide for the issuance of one or more series of general obligation bonds of the County, taxable or tax-exempt, pursuant to the provisions of the Constitution and laws of the State of South Carolina, in an amount not to exceed \$13,000,000 for the purposes of: (i) accomplishing the Refunding; and (ii) paying the costs of issuance related to the Bonds (defined below).

(g) Pursuant to the provisions of Article X, Section 12 of the Constitution, the County currently imposes a service charge on the users of the County's utility system, which the County expects the revenues therefrom is an amount sufficient to provide the debt service on the Refunding Bonds.

SECTION 2. *Authorization and Details of the Bonds.* Pursuant to the Constitution and the laws of the State of South Carolina, the County is authorized to issue not exceeding \$13,000,000 in general obligation bonds of the County to be designated "Sewer System General Obligation Refunding Bonds of Richland County, South Carolina" ("Bonds") for the purposes set forth herein. The Bonds also may be issued in one or more series, taxable or tax-exempt, from time to time as may be determined in the manner provided below with such further designation of each series to identify the year in which such bonds are issued.

The Bonds may be issued as fully registered bonds; dated the date of their delivery or such other date as may be selected by the County Administrator or his lawful designee (collectively, "County Administrator"); may be in any whole dollar denomination or denominations of \$5,000 or any whole multiple thereof not exceeding the principal amount of the Bonds maturing in each year; shall be numbered from R-1 upward; shall bear interest from their date of issuance as may be determined by the County Administrator; and shall mature in such amounts and at such times as determined by the County Administrator.

SECTION 3. *Delegation of Certain Details of the Bonds to the County Administrator.* The Council delegates to the County Administrator all determinations regarding the sale and issuance of the Bonds as are necessary and appropriate, including whether or not to proceed with the sale and issuance of the Bonds. The County Administrator is further directed to consult with the County's bond counsel and financial advisor in making any such determinations. The County Administrator shall keep Council advised of the status of the sale and issuance of the Bonds.

SECTION 4. *Registrar/Paying Agent.* Both the principal installments of and interest on the Bonds shall be payable in any coin or currency of the United States of America which is, at the time of payment, legal tender for public and private debts. As determined by the County Administrator, the County Treasurer or a qualified financial institution shall serve as the registrar/paying agent for the Bonds ("Registrar/Paying Agent") and shall fulfill all functions of the Registrar/Paying Agent enumerated herein.

SECTION 5. *Registration and Transfer.* The County shall cause books (herein referred to as the "registry books") to be kept at the offices of the Registrar/Paying Agent, for the registration and transfer of the Bonds. Upon presentation at its office for such purpose, the Registrar/Paying Agent shall register or transfer, or cause to be registered or transferred, on such registry books, the Bonds under such reasonable regulations as the Registrar/Paying Agent may prescribe.

The Bonds shall be transferable only upon the registry books of the County, which shall be kept for such purpose at the principal office of the Registrar/Paying Agent, by the registered owner thereof in person or by his duly authorized attorney upon surrender thereof together with a written instrument of transfer satisfactory to the Registrar/Paying Agent, duly executed by the registered owner or his duly authorized attorney. Upon the transfer of the Bonds, the Registrar/Paying Agent on behalf of the County shall issue in the name of the transferee new fully registered Bonds, of the same aggregate principal amount, interest rate

and maturity as the surrendered Bonds. Any Bond surrendered in exchange for a new registered Bond pursuant to this Section shall be canceled by the Registrar/Paying Agent.

The County and the Registrar/Paying Agent may deem or treat the person in whose name the Bonds shall be registered upon the registry books as the absolute owner of such Bonds, whether such Bonds shall be overdue or not, for the purpose of receiving payment of the principal of and interest on such Bonds and for all other purposes, and all such payments so made to any such registered owner or upon his order shall be valid and effectual to satisfy and discharge the liability upon such Bonds to the extent of the sum or sums so paid, and neither the County nor the Registrar/Paying Agent shall be affected by any notice to the contrary. In all cases in which the privilege of transferring the Bonds is exercised, the County shall execute and the Registrar/Paying Agent shall authenticate and deliver the Bonds in accordance with the provisions of this Ordinance. Neither the County nor the Registrar/Paying Agent shall be obliged to make any such transfer of the Bonds during the period beginning on the Record Date (as defined in Section 6 hereof) and ending on an interest payment date.

SECTION 6. *Record Date.* The County establishes a record date (“Record Date”) for the payment of interest or for the giving of notice of any proposed redemption of the Bonds, and such Record Date shall be the 15th day of the calendar month next preceding an interest payment date on the Bonds or, in the case of any proposed redemption of the Bonds, such Record Date shall not be more than 15 days prior to the mailing of notice of redemption of the Bonds.

SECTION 7. *Lost, Stolen, Destroyed or Defaced Bonds.* In case any Bond, at any time, is mutilated in whole or in part, or lost, stolen or destroyed, or defaced as to impair the value thereof to the owner, the County shall execute and the Registrar/Paying Agent shall authenticate and deliver at the principal office of the Registrar/Paying Agent, or send by registered mail to the owner thereof at his request, risk and expense, a new bond of the same interest rate and maturity and of like tenor and effect in exchange or substitution for and upon the surrender for cancellation of such defaced, mutilated or partly destroyed Bond, or in lieu of or in substitution for such lost, stolen or destroyed Bond. In any such event the applicant for the issuance of a substitute bond shall furnish the County and the Registrar/Paying Agent evidence or proof satisfactory to the County and the Registrar/Paying Agent of the loss, destruction, mutilation, defacement or theft of the original Bond, and of the ownership thereof, and also such security and indemnity in such amount as may be required by the laws of the State of South Carolina or such greater amount as may be required by the County and the Registrar/Paying Agent. Any bond issued under the provisions of this Section in exchange and substitution for any defaced, mutilated or partly destroyed Bond or in substitution for any allegedly lost, stolen or wholly destroyed Bond shall be entitled to the identical benefits under this Ordinance as was the original Bond in lieu of which such substitute bond is issued.

All expenses necessary for the providing of any substitute bond shall be borne by the applicant therefor.

SECTION 8. *Book-Entry System.*

(a) Notwithstanding anything to the contrary herein, so long as the Bonds are being held under a book-entry system of a securities depository, transfers of beneficial ownership of the Bonds will be affected pursuant to rules and procedures established by such securities depository. The initial securities depository for the Bonds will be The Depository Trust Company (“DTC”), New York, New York. DTC and any successor securities depositories are hereinafter referred to as the “Securities Depository.” The Bonds shall be registered in the name of Cede & Co., as the initial Securities Depository nominee for the Bond. Cede & Co. and successor Securities Depository nominees are hereinafter referred to as the “Securities Depository Nominee.”

(b) As long as the Bonds are being held under a book-entry system, the Securities Depository Nominee will be recognized as the holder of the Bonds for the purposes of (i) paying the principal, interest and premium, if any, on such Bonds, (ii) selecting the portions of the Bonds to be redeemed if the Bonds are to be redeemed in part, (iii) giving any notice permitted or required to be given to bondholders under this Ordinance, (iv) registering the transfer of the Bonds, and (v) requesting any consent or other action to be taken by the holder of such Bonds, and for all other purposes whatsoever, and the County shall not be affected by any notice to the contrary.

(c) The County shall not have any responsibility or obligation to any participant, beneficial owner or other person claiming a beneficial ownership in the Bonds which is registered to a Securities Depository Nominee under or through the Securities Depository with respect to any action taken by the Securities Depository as holder of the Bonds.

(d) The County shall pay all principal, interest and premium, if any, on the Bonds issued under a book-entry system only to the Securities Depository or the Securities Depository Nominee, as the case may be, for such Bonds, and all such payments shall be valid and effectual to fully satisfy and discharge the obligations with respect to the principal, interest and premium, if any, on such Bonds.

(e) In the event that the County determines that it is in the best interest of the County to discontinue the book-entry system of transfer for the Bonds, or that the interests of the beneficial owners of the Bonds may be adversely affected if the book-entry system is continued, then the County shall notify the Securities Depository of such determination. In such event, the County shall execute and the Registrar/Paying Agent shall authenticate, register and deliver physical certificates for the Bonds in exchange for the Bonds registered in the name of the Securities Depository Nominee.

(f) In the event that the Securities Depository for the Bonds discontinues providing its services, the County shall either engage the services of another Securities Depository or arrange with the Registrar/Paying Agent for the authentication, registration and delivery of physical certificates in the manner described in (e) above.

(g) In connection with any notice or other communication to be provided to the holder of the Bonds by the County or by the Registrar/Paying Agent with respect to any consent or other action to be taken by the holder of the Bonds, the County or the Registrar/Paying Agent, as the case may be, shall establish a record date for such consent or other action and give the Securities Depository Nominee notice of such record date not less than 15 days in advance of such record date to the extent possible.

SECTION 9. *Execution of Bonds.* The Bonds shall be executed in the name of the County with the manual, facsimile, or electronic signature of the Chairman of Council (“Chair”) and attested by the manual, facsimile, or electronic signature of the Clerk to Council under the seal of the County which shall be

impressed, imprinted or reproduced thereon. The Bonds shall not be valid or become obligatory for any purpose unless there shall have been endorsed thereon a certificate of authentication. The Bonds shall bear a certificate of authentication in substantially the form set forth in Exhibit A executed by the manual, facsimile or electronic signature of an authorized representative of the Registrar/Paying Agent.

SECTION 10. *Form of Bonds.* The Bonds shall be in the form set forth in Exhibit A as determined by the County Administrator under Section 3.

SECTION 11. *Security for Bonds.* The full faith, credit and taxing power of the County are irrevocably pledged for the payment of the principal and interest of the Bonds as they mature and to create a sinking fund to aid in the retirement and payment thereof. There shall be levied and collected annually upon all taxable property in the County an *ad valorem* tax, without limitation as to rate or amount, sufficient for such purposes; provided, however, pursuant to Chapter 23, Title 11 of the Code of Laws of South Carolina 1976, as amended and Section 8.07 of the Utility Bond Ordinance, as defined below, the County further pledges for the payment of the principal and interest of the Bonds the Net Earnings of the System. The Bonds shall constitute Other Indebtedness of the System, and the foregoing pledge of the Net Earnings of the System is junior and subordinate in all respects to the pledge and lien made to secure any revenue bonds issued under the provisions of the Utility Bond Ordinance, the payment by the County of all Operation and Maintenance Expenses and to the pledge and lien made to secure Junior Lien Bonds.

In the event the Net Earnings available for the payment of the Bonds are delivered to the County Treasurer for the payment of the principal and interest of the Bonds and for no other purpose prior to the occasion when the County Auditor fixes the annual tax levy, the annual *ad valorem* tax to be levied for the payment of the principal and interest on the Bonds may be reduced in each year by the amount of the Net Earnings which are actually in the hands of the County Treasurer at the time the tax for the year is required to be levied.

Terms used in this Section 11 but not otherwise defined in this Ordinance have the meanings given such terms in County Ordinance No. 057-19HR, adopted December 3, 2019 (“Utility Bond Ordinance”).

SECTION 12. *Exemption from State Taxation.* Both the principal of and interest on the Bonds shall be exempt, in accordance with the provisions of Section 12-2-50 of the Code of Laws of South Carolina, 1976, as amended, from all South Carolina, county, municipal, school district and all other taxes or assessments, direct or indirect, general or special, whether imposed for the purpose of general revenue or otherwise, except inheritance, estate and transfer taxes, but the interest thereon may be includable in certain franchise fees or taxes.

SECTION 13. *Sale of Bonds, Form of Notice of Sale.* The Bonds may be sold at a public or private sale, as authorized by Section 11-27-40(4) of the Code of Laws of South Carolina, 1976, as amended, as the County Administrator may determine, using a notice of sale or other similar method to solicit offers for the purchase of the Bonds, as the County Administrator may determine.

SECTION 14. *Deposit and Application of Bond Proceeds.* The proceeds derived from the sale of the Bonds are to be used for the purposes set forth herein and shall be applied by the County solely to the purposes for which the Bonds have been issued.

SECTION 15. *Preliminary and Final Official Statement.* If required to sell the Bonds, the County authorizes and directs the County Administrator to prepare, or cause to be prepared, and use, or cause to be used, a preliminary Official Statement and a final Official Statement according to Rule 15c2-12 promulgated by the Securities Exchange Commission (“Rule 15c2-12”), and further authorizes and directs

such other appropriate County staff to prepare and provide such information as may be necessary for the County Administrator to so prepare and use such preliminary Official Statement and final Official Statement in connection with the sale of the Bonds. The County Administrator is further authorized to “deem final” the preliminary Official Statement on behalf of the County in accordance with Rule 15c-12.

SECTION 16. *Defeasance.*

(a) If any Bonds issued pursuant to this Ordinance shall have been paid and discharged, then the obligations of the Ordinance hereunder, and all other rights granted thereby shall cease and determine with respect to such Bonds. A Bond shall be deemed to have been paid and discharged within the meaning of this Section under any of the following circumstances:

(i) If a bank or other institution serving in a fiduciary capacity, which may be the Registrar/Paying Agent (“Escrow Agent”), shall hold, at the stated maturities of the Bond, in trust and irrevocably appropriated thereto, moneys for the full payment thereof; or

(ii) If default in the payment of the principal of such Bond or the interest thereon shall have occurred, and thereafter tender of payment shall have been made, and the Escrow Agent shall hold, in trust and irrevocably appropriated thereto, sufficient moneys for the payment thereof to the date of the tender of payment; or

(iii) If the County shall have deposited with the Escrow Agent, in an irrevocable trust, either moneys in an amount which shall be sufficient, or direct general obligations of the United States of America, which are not subject to redemption by the issuer prior to the date of maturity thereof, as the case may be, the principal of and interest on which, when due, and without reinvestment thereof, will provide moneys, which, together with the moneys, if any, deposited with the Escrow Agent at the same time, shall be sufficient to pay, when due, the principal, interest, and redemption premium, if any, due and to become due on such Bonds and prior to the maturity date or dates of such Bonds, or, if the County shall elect to redeem such series Bond prior to its stated maturity, and shall have irrevocably bound and obligated itself to give notice of redemption thereof in the manner provided in the Bond, on and prior to the redemption date of such Bonds, as the case may be; or

(iv) If there shall have been deposited with the Escrow Agent either moneys in an amount which shall be sufficient, or direct general obligations of the United States of America the principal of and interest on which, when due, will provide moneys which, together with the moneys, if any, deposited with the Escrow Agent at the same time, shall be sufficient to pay, when due, the principal and interest due and to become due on such Bond on the maturity thereof.

(b) In addition to the above requirements of paragraph (a), in order for this Ordinance to be discharged with respect to any Bond, all other fees, expenses and charges of the Escrow Agent have been paid in full at that time.

(c) Notwithstanding the satisfaction and discharge of this Ordinance with respect to a Bond, the Escrow Agent shall continue to be obligated to hold in trust any moneys or investments then held by the Escrow Agent for the payment of the principal of, premium, if any, and interest on, such Bond, to pay to the owners of such Bond the funds so held by the Escrow Agent as and when payment becomes due.

(d) Any release under this Section shall be without prejudice to the rights of the Escrow Agent to be paid reasonable compensation for all services rendered under this Ordinance and all reasonable expenses, charges, and other disbursements and those of their respective attorneys, agents, and employees, incurred on and about the performance of the powers and duties under this Ordinance.

(e) Any moneys which at any time shall be deposited with the Escrow Agent by or on behalf of the County for the purpose of paying and discharging any Bonds shall be and are assigned, transferred, and set over to the Escrow Agent in trust for the respective holders of such Bonds, and the moneys shall be and are irrevocably appropriated to the payment and discharge thereof. If, through lapse of time or otherwise, the holders of such Bonds shall no longer be entitled to enforce payment of their obligations, then, in that event, it shall be the duty of the Escrow Agent to transfer the funds to the County.

(f) In the event any Bonds are not to be redeemed within the 60 days next succeeding the date the deposit required by Section 16(a)(iii) or (iv) is made, the County shall give the Escrow Agent irrevocable instructions to mail, as soon as practicable by registered or certified mail, a notice to the owners of the Bonds at the addresses shown on the registry books that (i) the deposit required by subparagraph (a)(iii) or (a)(iv) of this Section 16 has been made with the Escrow Agent, (ii) the Bonds are deemed to have been paid in accordance with this Section and stating the maturity or redemption dates upon which moneys are to be available for the payment of the principal of, premium, if any, and interest on, the Bonds, and (iii) stating whether the County has irrevocably waived any rights to redeem the Bonds, or any of them, prior to the maturity or redemption dates set forth in the preceding clause (ii).

(g) The County covenants and agrees that any moneys which it shall deposit with the Escrow Agent shall be deemed to be deposited in accordance with, and subject to, the applicable provisions of this Section, and whenever it shall have elected to redeem Bonds, it will irrevocably bind and obligate itself to give notice of redemption thereof, and will further authorize and empower the Escrow Agent to cause notice of redemption to be given in its name and on its behalf.

SECTION 17. Authority to Issue Bond Anticipation Notes. If the County Administrator or Chair, after consultation with the County's financial advisor and bond counsel, should determine that issuance of bond anticipation notes ("BANs") pursuant to Chapter 17 of Title 11 of the Code of Laws of South Carolina, 1976, as amended ("BAN Act") rather than Bonds would result in a substantial savings in interest under prevailing market conditions or for other reasons would be in the best interest of the County, the County Administrator or Chair is hereby further requested and authorized to effect the issuance of BANs pursuant to the BAN Act. If BANs are issued and if, upon the maturity thereof the County Administrator and Chair should determine that further issuance of BANs rather than Bonds would result in a substantial savings in interest under then prevailing market conditions or for other reasons would be in the best interest of the County, the County Administrator and Chair are requested to continue the issuance of BANs until the County Administrator and Chair determine to issue the Bonds on the basis as aforesaid, and the Bonds are issued.

SECTION 18. Details of Bond Anticipation Notes. Subject to changes in terms required for any particular issue of BANs, the BANs shall be subject to the following particulars:

(a) The BANs shall be dated and bear interest either from the date of delivery thereof or, if the BAN is issued on a draw-down basis, from the date of each such advance, payable upon the stated maturity thereof, at the rate determined or accepted by the County Administrator and shall mature on such date, not to exceed one year from the issue date thereof, as shall be determined by the County Administrator.

(b) The BANs shall be numbered from one upwards for each issue and shall be in any whole dollar denomination or in the denomination of \$5,000 or any integral multiple thereof requested by the purchaser thereof. The BANs shall be payable, both as to principal and interest, in legal tender upon maturity, at the principal office of the Registrar/Paying Agent or, at the option of the County, by the purchaser thereof.

(c) The County Administrator and Chair are authorized to carry out the sale of the BANs and to fix the rate of interest to be borne thereby.

(d) The BANs shall be in substantially the form attached hereto as Exhibit B.

(e) The BANs shall be issued in fully registered or bearer form or a book-entry-eligible form as specified by the County, or at the option of the County, by the purchaser thereof; provided that once issued, the BANs of any particular issue shall not be reissued in any other form and no exchange shall be made from one form to the other.

(f) In the event any BAN is mutilated, lost, stolen or destroyed, the County may execute a new note of like date and denomination as that mutilated, lost, stolen or destroyed; provided that, in the case of any mutilated BAN, such mutilated BAN shall first be surrendered to the County, and in the case of any lost, stolen or destroyed BAN, there shall be first furnished to the County evidence of such loss, theft or destruction satisfactory to the County, together with indemnity satisfactory to it; provided that, in the case of a holder which is a bank or insurance company, the agreement of such bank or insurance company to indemnify shall be sufficient. In the event any such BAN shall have matured, instead of issuing a substitute note, the County may pay the same without surrender thereof. The County may charge the holder of such BAN with its reasonable fees and expenses in this connection.

(g) Any BAN issued in fully-registered form shall be transferable only upon the books of registry of the County, which shall be kept for that purpose at the office of the County as note registrar (or its duly authorized designee), by the registered owner thereof or by his attorney, duly authorized in writing, upon surrender thereof, together with a written instrument of transfer satisfactory to the County as note registrar, duly executed by the registered owner or his duly authorized attorney. Upon the transfer of any BAN, the County shall issue, subject to the provisions of paragraph (h) below, in the name of the transferee, a new note or notes of the same aggregate principal amount as the unpaid principal amount of the surrendered BAN. Any holder of a BAN in fully registered form requesting any transfer shall pay any tax or other governmental charge required to be paid with respect thereto. As to any BAN in fully-registered form, the person in whose name the same shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of or on account of the principal and interest of any BAN in fully-registered form shall be made only to or upon the order of the registered holder thereof, or his duly authorized attorney, and the County shall not be affected by any notice to the contrary, but such registration may be changed as herein provided. All such payments shall be valid and effectual to satisfy and discharge the liability upon such BAN to the extent of the sum or sums so paid.

(h) BANs issued in fully registered form, upon surrender thereof at the office of the County (or at such office as may be designated by its designee) as note registrar, with a written instrument of transfer satisfactory to the County, duly executed by the holder of the BAN or his duly authorized attorney, may, at the option of the holder of the BAN, and upon payment by such holder of any charges which the County may make as provided in paragraph (i), be exchanged for a principal amount of notes in fully registered form of any other authorized denomination equal to the unpaid principal amount of surrendered BANs.

(i) In all cases in which the privilege of exchanging or transferring BANs in fully registered form is exercised, the County shall execute and deliver notes in accordance with the provisions of this Ordinance. All BANs in fully registered form surrendered in any such exchanges or transfers shall forthwith be canceled by the County. There shall be no charge to the holder of such BAN for such exchange or transfer of BANs in fully-registered form except that the County may make a charge sufficient to reimburse it for any tax or other governmental charge required to be paid with respect to such exchange or transfer.

SECTION 19. *Security for Bond Anticipation Notes.* For the payment of the principal of and interest on the BANs as the same shall fall due, the full faith, credit and taxing power of the County shall be pledged. In addition thereto, so much of the principal proceeds of the Bonds when issued shall and is hereby directed to be applied, to the extent necessary, to the payment of the BANs; and, further, the County covenants and agrees to effect the issuance of sufficient BANs or Bonds in order that the proceeds thereof will be sufficient to provide for the retirement of any BANs issued pursuant hereto.

SECTION 20. *Tax and Securities Laws Covenants.*

(a) The following covenants shall be applicable to any series of Bonds or BANs that are sold on a tax-exempt basis:

(i) The County covenants that no use of the proceeds of the sale of the Bonds or BANs authorized hereunder shall be made which, if such use had been reasonably expected on the date of issue of such Bonds or BANs would have caused the Bonds or BANs to be “arbitrage bonds,” as defined in the Internal Revenue Code of 1986, as amended (“Code”), and to that end the County shall comply with all applicable regulations of the Treasury Department previously promulgated under the Code so long as the Bond is outstanding.

(ii) The County further covenants to take all action necessary, including the payment of any rebate amount, to comply with Section 148(f) of the Code and any regulations promulgated thereunder.

(iii) The County covenants to file IRS form 8038, if the Code so requires, at the time and in the place required therefore under the Code.

(b) The County covenants and agrees that it will comply with and carry out all of the provisions of a continuing disclosure agreement, dated the date of delivery of the Bonds, which will meet the requirements of (i) Rule 15c2-12, if applicable, and (ii) Section 11-1-85, Code of Laws of South Carolina, 1976, as amended.

SECTION 21. *Authorization for County Officials to Execute Documents; Ratification of Prior Acts.*

The Council authorizes the Chair, County Administrator, Clerk to Council and other county officials or their designees (collectively, “Authorized Representatives”) to execute and consent to such documents and instruments as may be necessary to effect the intent of this Ordinance. Except as otherwise specifically stated in this Ordinance, any actions taken by any Authorized Representatives prior to the date of this Ordinance in furtherance of the issuance and sale of the Bonds or the financing of the Capital Projects, including the expenditure of funds and the execution of documents, are hereby approved, ratified and confirmed in all respects.

SECTION 22. *Publication of Notice of Adoption of Ordinance.* Pursuant to the provisions of Section 11-27-40 of the Code, the County Administrator, at his option, is authorized to arrange to publish a notice of adoption of this Ordinance.

SECTION 23. *Retention of Bond Counsel and Other Professionals.* The Council authorizes the County Administrator to retain the law firm of Parker Poe Adams & Bernstein LLP as its bond counsel, and the firm of First Tryon Advisors, as its financial advisor, in connection with the issuance of the Bonds.

The Council further authorizes the County Administrator to enter into such other contractual arrangements and hire such other professionals as may be necessary to effect the issuance, sale, execution and delivery of the Bonds, and the other transactions contemplated by this Ordinance.

SECTION 24. *General Repealer.* All ordinances, rules, regulations, resolutions and parts thereof, procedural or otherwise, in conflict herewith or the proceedings authorizing the issuance of the Bonds are, to the extent of such conflict, repealed and this Ordinance shall take effect and be in full force from and after its adoption.

SECTION 25. *No Personal Liability.* No recourse shall be had for the enforcement of any obligation, covenant, promise or agreement of the County contained herein or in the Bonds or BANs, and any other incorporated or referenced documents against any elected official of the County or any officer or employee of the County, as such, in his or her individual or personal capacity, past, present or future, either directly or through the County, whether by virtue of any constitutional provision, statute or rule of law, or by the enforcement of any assessment or penalty or otherwise, it being expressly agreed and understood that this Ordinance, the Bonds and BANs are solely governmental obligations, and that no personal liability whatsoever shall attach to, or be incurred by, any director, officer or employee, as such, past, present or future, of the County, either directly or by reason of any of the obligations, covenants, promises, or agreements entered into between the County and the owners of the Bonds or BANs or to be implied therefrom as being supplemental hereto or thereto, and that all personal liability of that character against every such elected official, officer and employee is, by the enactment of this Ordinance and the execution of the Bonds and BANs, and as a condition of, and as a part of the consideration for, the enactment of this Ordinance and the execution of the Bonds and BANs, expressly waived and released. The immunity of elected officials, officers and employees of the County and waiver and release of personal liability under the provisions contained in this Section shall survive the termination of this Ordinance and maturity of the Bonds or BANs issued hereunder.

[Signature Page Follows]

RICHLAND COUNTY, SOUTH CAROLINA

Chair, County Council
Richland County, South Carolina

(SEAL)

ATTEST:

Clerk to County Council
Richland County, South Carolina

READINGS:

First Reading: May 4, 2021

Second Reading: _____, 2021

Public Hearing: _____, 2021

Third Reading: _____, 2021

EXHIBIT A
FORM OF BOND

UNLESS THIS BOND IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY, NEW YORK, NEW YORK (“SECURITIES DEPOSITORY”), TO RICHLAND COUNTY, SOUTH CAROLINA, OR ITS AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE, OR PAYMENT AND ANY BOND ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR IN SUCH OTHER NAME AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF THE SECURITIES DEPOSITORY (AND ANY PAYMENT IS MADE TO CEDE & CO. OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL INASMUCH AS THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN.

UNITED STATES OF AMERICA
STATE OF SOUTH CAROLINA
RICHLAND COUNTY
SEWER SYSTEM GENERAL OBLIGATION REFUNDING BONDS
[TAXABLE/TAX-EXEMPT] SERIES 2021

No. R-[]					\$[]
<u>Interest Rate</u>	<u>Maturity Date</u>	<u>Original Issue Date</u>	<u>CUSIP</u>		
[] %	[]	[]	[]		

REGISTERED OWNER: []

PRINCIPAL AMOUNT: [] DOLLARS

KNOW ALL MEN BY THESE PRESENTS, that Richland County, South Carolina (the “County”), is justly indebted and, for value received, hereby promises to pay to the Registered Owner named above, its successors or registered assigns, the principal amount shown above on the maturity date shown above, and to pay interest on such principal sum from the date hereof at the interest rate per annum shown above until the County’s obligation with respect to the payment of such principal sum shall be discharged.

[Principal and interest on this bond are payable at maturity on [], and will be payable by check or draft mailed to the person in whose name this bond is registered on the registration books of the County maintained by the [], as registrar/paying agent (the “Registrar/Paying Agent”). The principal of and interest on this bond is payable in any coin or currency of the United States of America which is, at the time of payment, legal tender for public and private debts, provided, however, that the interest on this fully registered bond will be paid by check or draft as set forth above.]

[Interest on this bond is payable semiannually on _____ 1 and _____ 1 of each year commencing _____ 1, 20[], until this bond matures, and shall be payable by check or draft mailed to the person in whose name this bond is registered on the registration books of the County maintained by the Registrar/Paying Agent, at the close of business on the 15th day of the calendar month next preceding

each semiannual interest payment date. The principal and interest on this bond are payable in any coin or currency of the United States of America which is, at the time of payment, legal tender for public and private debts, provided, however, that interest on this fully registered bond shall be paid by check or draft as set forth above.]

This bond is [one of an issue of bonds (the “Bonds”) of like date, of original issue, tenor and effect, except as to number, date of maturity, denomination and rate of interest, issued in an original aggregate principal amount of _____,] issued pursuant to and in accordance with the Constitution and laws of the State of South Carolina, including Article X, Section 14 of the Constitution of the State of South Carolina, 1895, as amended; Chapter 15, Title 4 and Chapters 15, 21 and 27, Title 11, Code of Laws of South Carolina, 1976, as amended; and an Ordinance duly adopted by the Richland County Council on [], 2021 (the “Ordinance”). All capitalized terms used but not defined in this bond will have the meanings given in the Ordinance.

This bond shall not be valid or obligatory for any purpose, until the Certificate of Authentication hereon shall have been duly executed by the Registrar/Paying Agent.

For the payment of the principal of and interest on ~~this bond as it matures~~ the Bonds as they respectively mature and for the creation of such sinking fund as may be necessary therefor, the full faith, credit, resources and taxing power of the County are ~~hereby~~ irrevocably pledged, and there shall be levied annually by the County Auditor and collected by the County Treasurer in the same manner as other county taxes are levied and collected, a tax, without limit, on all taxable property in the County sufficient to pay the principal of and interest on ~~this bond as it matures~~ the Bonds as they respectively mature and to create such sinking fund as may be necessary therefor; provided, however, pursuant to Chapter 23, Title 11 of the Code of Laws of South Carolina 1976, the County further pledges for the payment of the principal and interest of the Bonds the revenues derived from the operation of the County’s water and sanitary sewer system (“System”) after payment of operation and maintenance expenses of the System. The Bonds are “other indebtedness” of the System, and the foregoing pledge of the revenues derived from the operation of the System is junior and subordinate in all respects to the pledge and lien made to secure any revenue bonds issued under the provisions of the County’s general utility revenue bond ordinance, the payment by the County of all operation and maintenance expenses of the System and to the pledge and lien made to secure any junior lien bonds issued under the County’s general utility revenue bond ordinance.

[The Bonds are being issued by means of a book-entry system with no physical distribution of bond certificates to be made except as provided in the Ordinance. One bond certificate with respect to each date on which the Bonds are stated to mature, registered in the name of the Securities Depository Nominee, is being issued and required to be deposited with the Securities Depository and immobilized in its custody. The book-entry system will evidence positions held in the Bonds by participants in the Securities Depository (“Participants”), with beneficial ownership of the Bonds in the principal amount of \$5,000 or any multiple thereof being evidenced in the records of such Participants. Transfers of ownership shall be effected on the records of the Securities Depository and its Participants pursuant to rules and procedures established by the Securities Depository and its Participants. The County and the Registrar/Paying Agent will recognize the Securities Depository Nominee, while the registered owner of this bond, as the owner of this bond for all purposes, including payments of principal of and redemption premium, if any, and interest on this bond, notices and voting. Transfer of principal and interest payments to Participants of the Securities Depository will be the responsibility of the Securities Depository, and transfer of principal, redemption premium, if any, and interest payments to beneficial owners of the Bonds by Participants will be the responsibility of such Participants and other nominees of such beneficial owners. The County will not be responsible or liable for such transfers of payments or for maintaining, supervision or reviewing the records maintained by the Securities Depository, the Securities Depository Nominee, its Participants or persons

acting through such Participants. While the Securities Depository Nominee is the owner of this bond, notwithstanding the provision hereinabove contained, payments of principal of, redemption premium, if any, and interest on this bond shall be made in accordance with existing arrangements between the Registrar/Paying Agent or its successors under the Ordinance and the Securities Depository.

The Bonds maturing on or prior to _____ 1, _____, shall not be subject to redemption prior to their stated maturities. The Bonds maturing on or after _____ 1, _____, shall be subject to redemption at the option of the County on or after _____ 1, _____, as a whole or in part at any time, and if in part in such order of maturities as shall be determined by the County, at the redemption prices with respect to each Bond, expressed as a percentage of the principal amount of the Bonds to be redeemed, set forth below, together with the interest accrued thereon to the date fixed for redemption:

Period During Which Redeemed (both dates inclusive)	<u>Redemption Price</u>
--	-------------------------

If less than all the Bonds of any maturity are called for redemption, the Bonds of such maturity to be redeemed shall be selected by lot by the Registrar/Paying Agent or by the Securities Depository in accordance with its procedures. In the event this bond is redeemable as aforesaid, and shall be called for redemption, notice of the redemption hereof, describing this bond and specifying the redemption date and the redemption price payable upon such redemption, shall be mailed by the Registrar/Paying Agent by first-class mail, postage prepaid, to the registered owner hereof not less than 30 days and not more than 60 days prior to the redemption date at such owner's address as it appears upon the registration books of the County. If this bond is redeemable and shall have been duly called for redemption and notice of the redemption hereof mailed as aforesaid, and if on or before the date fixed for such redemption, payment hereof shall be duly made or provided for, interest hereon shall cease to accrue from and after the redemption date hereof.]

This bond is transferable only upon the books of the County kept for that purpose at the principal office of the Registrar/Paying Agent by the Registered Owner hereof in person or by his duly authorized attorney upon surrender of this bond together with a written instrument of transfer satisfactory to the Registrar duly executed by the Registered Owner or his duly authorized attorney. Thereupon a new fully registered bond or bonds of the same series, aggregate principal amount, interest rate, and maturity shall be issued to the transferee in exchange herefor as provided in the Ordinance. The County and the Registrar/Paying Agent may deem and treat the person in whose name the bond is registered as the absolute owner hereof for the purpose of receiving payment of or on account of the principal hereof and interest due hereon and for all other purposes.

Under the laws of the State of South Carolina, this bond and the interest hereon are exempt from all State, county, municipal, school district and other taxes or assessments, direct or indirect, general or special, whether imposed for the purpose of general revenue or otherwise, except inheritance, estate and transfer taxes, but the interest hereon may be included for certain franchise fees or taxes.

IT IS HEREBY CERTIFIED AND RECITED that all acts, conditions and things required by the Constitution and laws of the State of South Carolina to exist, to happen and to be performed precedent to or in the issuance of this bond exist, have happened and have been performed in regular and due time, form and manner as required by law; that the amount of this bond, together with all other general obligation and bonded indebtedness of the County, does not exceed the applicable limitation of indebtedness under the laws of the State of South Carolina; and that provision has been made for the levy and collection of a tax,

without limit, on all taxable property in the County sufficient to pay the principal and interest of this bond as they respectively become due and to create such sinking fund as may be necessary therefor.

IN WITNESS WHEREOF, RICHLAND COUNTY, SOUTH CAROLINA, has caused this bond to be signed with the manual, facsimile or electronic signature of the Chair, attested by the manual, facsimile or electronic signature of the Clerk to County Council and the seal of the County impressed, imprinted or reproduced hereon.

RICHLAND COUNTY, SOUTH CAROLINA

(SEAL)

Chair, County Council

ATTEST:

Clerk to County Council

FORM OF CERTIFICATE OF AUTHENTICATION

Date of Authentication: [], 2021

This bond is one of the Bonds described in the within-defined Ordinance of Richland County, South Carolina.

_____ as Registrar/Paying Agent

By: _____ Authorized Officer

The following abbreviations, when used in the inscription on the face of this bond, shall be construed as though they were written out in full according to applicable laws or regulations:

- TEN COM - as tenants in common
- TEN ENT - as tenants in entireties
- JT TEN - as joint tenants with right of survivorship and not as tenants in common

UNIF GIFT MIN ACT - _____ (Cust)

Custodian _____ (Minor)

under Uniform Gifts to Minors Act _____ (State)

Additional abbreviations may also be used, though not in the above list.

FORM OF ASSIGNMENT

FOR VALUE RECEIVED the undersigned hereby sells, assigns and transfers unto _____ (Social Security No. or other Identifying Number of Assignee _____) the within Bond of Richland County, South Carolina, and does hereby irrevocably constitute and appoint _____ to transfer the within Bond on the books kept for registration thereof with full power of substitution in the premises.

DATED: _____

Signature Guaranteed: _____

NOTICE: Signature must be guaranteed by an institution who is a participant in the Securities Transfer Agents Medallion Program ("**STAMP**") or similar program.

NOTICE: The signature to this assignment must correspond with the name as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatever.

EXHIBIT B
FORM OF BAN

No. _____

\$ _____

UNITED STATES OF AMERICA
STATE OF SOUTH CAROLINA
RICHLAND COUNTY
GENERAL OBLIGATION BOND ANTICIPATION NOTE,
[TAXABLE/TAX-EXEMPT] SERIES 2021

KNOW ALL MEN BY THESE PRESENTS that Richland County, South Carolina (the “County“) hereby acknowledges itself indebted, and for value received promises to pay to the [bearer] [registered owner] hereof, the principal sum of

at the principal office of _____, in the City [], State of [], on the _____ day of _____, _____, and to pay interest (calculated on the basis of a 360-day year consisting of twelve 30-day months) on said principal sum from the date hereof [from the date of each advance], at the rate of __%, payable upon the maturity of this note. This note is [is not] subject to prepayment prior to its maturity.

Both the principal of and interest on this note are payable in any coin or currency of the United States of America which is, at the time of payment, legal tender for the payment of public and private debts.

This note is one of an issue of Bond Anticipation Notes, of like date, tenor and effect, except as to numbering and denomination, aggregating \$ _____ (the “Notes”), issued by the County, pursuant to the authorization of Title 11, Chapter 17, Code of Laws of South Carolina, 1976, as amended, in anticipation of the receipt of the proceeds to be derived from the general obligation bonds of the County (“Bonds”) to be issued pursuant to and in accordance with the provisions of the Constitution and Laws of the State of South Carolina including Article X, Section 14 of the Constitution of the State of South Carolina, 1895, as amended and Title 4, Chapter 15, and Title 11, Chapter 27 of the Code of Laws of South Carolina, 1976, as amended, and Ordinance No. [] duly adopted by the County Council of the County on [], 2021. The full faith, credit and taxing power of the County and the proceeds to be derived from the sale of the Bonds are pledged for the payment of the principal of and interest on the Notes.

This note and the interest hereon are exempt from all State, county, municipal, school district, and all other taxes or assessments of the State of South Carolina, direct or indirect, general or special, whether imposed for the purpose of general revenue or otherwise, except inheritance, estate and transfer taxes, but the interest hereon may be included in certain franchise fees or taxes.

IT IS HEREBY CERTIFIED AND RECITED that all acts, conditions and things required by the Constitution and Laws of the State of South Carolina to exist, to happen, or to be performed precedent to or in the issuance of this note, do exist, have happened, and have been performed in regular and due time, form and manner, and the amount of this note, and the issue of which this note is one, does not exceed any constitutional or statutory limitation.

IN WITNESS WHEREOF, RICHLAND COUNTY, SOUTH CAROLINA, has caused this note to be signed by the manual, facsimile or electronic signature of the Chair of the County, attested by the manual, facsimile or electronic signature of the Clerk to County Council, the seal of the County impressed, imprinted or reproduced thereon and this note to be dated the ____ day of _____, 2021.

RICHLAND COUNTY, SOUTH CAROLINA

Chair, County Council

(SEAL)

ATTEST:

Clerk to County Council

Richland County Council Request for Action

Subject:

Authorizing the execution and delivery of a fee-in-lieu of ad valorem taxes and incentive agreement by and between Richland County, South Carolina and Intertape Polymer Corp. to provide for payment of a fee-in-lieu of taxes; authorizing certain infrastructure credits; and other related matters

Notes:

First Reading: May 4, 2021

Second Reading: May 18, 2021

Third Reading: June 8, 2021 {Tentative}

Public Hearing: June 8, 2021

STATE OF SOUTH CAROLINA
COUNTY COUNCIL FOR RICHLAND COUNTY
ORDINANCE NO. _____

AUTHORIZING THE EXECUTION AND DELIVERY OF A FEE-IN-LIEU OF *AD VALOREM* TAXES AND INCENTIVE AGREEMENT BY AND BETWEEN RICHLAND COUNTY, SOUTH CAROLINA AND INTERTAPE POLYMER CORP. TO PROVIDE FOR PAYMENT OF A FEE-IN-LIEU OF TAXES; AUTHORIZING CERTAIN INFRASTRUCTURE CREDITS; AND OTHER RELATED MATTERS.

WHEREAS, Richland County, South Carolina (“County”), acting by and through its County Council (“County Council”) is authorized pursuant to the provisions of Title 12, Chapter 44, Code of Laws of South Carolina, 1976, as amended (“FILOT Act”), to encourage manufacturing and commercial enterprises to locate in the State of South Carolina (“South Carolina” or “State”) or to encourage manufacturing and commercial enterprises now located in the State to expand their investments and thus make use of and employ the manpower, products, and other resources of the State by entering into an agreement with a sponsor, as defined in the FILOT Act, that provides for the payment of a fee-in-lieu of *ad valorem* tax (“FILOT Payments”), with respect to economic development property, as defined in the FILOT Act;

WHEREAS, pursuant to Article VIII, Section 13 of the South Carolina Constitution and Title 4, Section 1, Code of Laws of South Carolina, 1976, as amended (collectively, “MCIP Act”), the County is authorized to jointly develop multicounty parks with counties having contiguous borders with the County and, in the County’s discretion, include property within the boundaries of such multicounty parks. Under the authority provided in the MCIP Act, the County has created a multicounty park with Fairfield County more particularly known as the I-77 Corridor Regional Industrial Park (“Park”) and has expanded the Park’s boundaries to include the Project (as defined below);

WHEREAS, pursuant to the FILOT and MCIP Acts, the County is authorized to provide credits (“Infrastructure Credits”) against FILOT Payments derived from economic development property to pay costs of designing, acquiring, constructing, improving or expanding (i) infrastructure serving a project or the County and (ii) improved and unimproved real estate and personal property used in the operation of a commercial enterprise or manufacturing facility (“Infrastructure”);

WHEREAS, Intertape Polymer Corp., (“Sponsor”), desires to expand a manufacturing facility in the County (“Project”) consisting of taxable investment in real and personal property of not less than \$20,000,000 and the creation of 165 new, full-time jobs; and

WHEREAS, at the request of the Sponsor and as an inducement to locate the Project in the County, the County desires to enter into a Fee-in-Lieu of *Ad Valorem* Taxes and Incentive Agreement with the Sponsor, as sponsor, the final form of which is attached as Exhibit A (“Fee Agreement”), pursuant to which the County will provide certain incentives to the Sponsor with respect to the Project, including (i) providing for FILOT Payments, to be calculated as set forth in the Fee Agreement, with respect to the portion of the Project which constitutes economic development property; and (ii) providing Infrastructure Credits, as described in the Fee Agreement, to assist in paying the costs of certain Infrastructure.

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

Section 1. Statutory Findings. Based on information supplied to the County by the Sponsor, County Council evaluated the Project based on relevant criteria including, the purposes the Project is to

accomplish, the anticipated dollar amount and nature of the investment, employment to be created, and the anticipated costs and benefits to the County, and hereby finds:

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

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

(c) The purposes to be accomplished by the Project are proper governmental and public purposes and the benefits of the Project are greater than the costs.

Section 2. *Approval of Incentives; Authorization to Execute and Deliver Fee Agreement.* The incentives as described in this Ordinance (“Ordinance”), and as more particularly set forth in the Fee Agreement, with respect to the Project are hereby approved. The form, terms and provisions of the Fee Agreement that is before this meeting are approved and all of the Fee Agreement’s terms and conditions are incorporated in this Ordinance by reference. The Chair of County Council (“Chair”) is authorized and directed to execute the Fee Agreement in the name of and on behalf of the County, subject to the approval of any revisions or changes as are not materially adverse to the County by the County Administrator and counsel to the County, and the Clerk to County Council is hereby authorized and directed to attest the Fee Agreement and to deliver the Fee Agreement to the Sponsor.

Section 3. *Further Assurances.* The County Council confirms the authority of the Chair, the County Administrator, the Director of Economic Development, the Clerk to County Council, and various other County officials and staff, acting at the direction of the Chair, the County Administrator, the Director of Economic Development or Clerk to County Council, as appropriate, to take whatever further action and to negotiate, execute and deliver whatever further documents as may be appropriate to effect the intent of this Ordinance and the incentives offered to the Sponsor under this Ordinance and the Fee Agreement.

Section 4. *Savings Clause.* The provisions of this Ordinance are separable. If any part of this Ordinance is, for any reason, unenforceable then the validity of the remainder of this Ordinance is unaffected.

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

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

RICHLAND COUNTY, SOUTH CAROLINA

Chair, Richland County Council

(SEAL)
ATTEST:

Clerk of Council, Richland County Council

First Reading: May 4, 2021
Second Reading: May 18, 2021
Public Hearing: June 8, 2021
Third Reading: June 8, 2021

EXHIBIT A
FORM OF FEE AGREEMENT

FEE-IN-LIEU OF *AD VALOREM* TAXES AND INCENTIVE AGREEMENT

BETWEEN

INTERTAPE POLYMER CORP.

AND

RICHLAND COUNTY, SOUTH CAROLINA

EFFECTIVE AS OF _____, 2021

TABLE OF CONTENTS

	Page
Recitals.....	1
 ARTICLE I DEFINITIONS 	
Section 1.1 Terms.....	1
 ARTICLE II REPRESENTATIONS AND WARRANTIES 	
Section 2.1 Representations, Warranties, and Agreements of the County.....	4
Section 2.2 Representations, Warranties, and Agreements of the Sponsor.....	5
 ARTICLE III THE PROJECT 	
Section 3.1 The Project.....	5
Section 3.2 Leased Property.....	6
Section 3.3 Filings and Reports.....	6
 ARTICLE IV FILOT PAYMENTS 	
Section 4.1 FILOT Payments.....	6
Section 4.2 FILOT Payments on Replacement Property.....	7
Section 4.3 Removal of Components of the Project.....	7
Section 4.4 Damage or Destruction of Economic Development Property.....	7
Section 4.5 Condemnation.....	8
Section 4.6 Calculating FILOT Payments on Diminution in Value.....	8
Section 4.7 Payment of <i>Ad Valorem</i> Taxes.....	8
Section 4.8 Place of FILOT Payments.....	8
 ARTICLE V ADDITIONAL INCENTIVES 	
Section 5.1 Infrastructure Credits.....	9
 ARTICLE VI CLAW BACK 	
Section 6.1 Claw Back.....	9

ARTICLE VII
DEFAULT

Section 7.1 Events of Default 9
Section 7.2 Remedies on Default 10
Section 7.3 Reimbursement of Legal Fees and Other Expenses 10
Section 7.4 Remedies Not Exclusive 10

ARTICLE VIII
PARTICULAR COVENANTS AND AGREEMENTS

Section 8.1 Right to Inspect 10
Section 8.2 Confidentiality 10
Section 8.3 Indemnification Covenants 11
Section 8.4 No Liability of County’s Personnel 11
Section 8.5 Limitation of Liability 12
Section 8.6 Assignment 12
Section 8.7 No Double Payment; Future Changes in Legislation 12
Section 8.8 Administration Expenses 12

ARTICLE IX
SPONSOR AFFILIATES

Section 9.1 Sponsor Affiliates 12
Section 9.2 Primary Responsibility 12

ARTICLE X
MISCELLANEOUS

Section 10.1 Notices 13
Section 10.2 Provision of Agreement for Sole Benefit of County and Sponsor 13
Section 10.3 Counterparts 13
Section 10.4 Governing Law 14
Section 10.5 Headings 14
Section 10.6 Amendments 14
Section 10.7 Agreement to Sign Other Documents 14
Section 10.8 Interpretation; Invalidity; Change in Laws 14
Section 10.9 Force Majeure 14
Section 10.10 Termination; Termination by Sponsor 14
Section 10.11 Entire Agreement 15
Section 10.12 Waiver 15
Section 10.13 Business Day 15
Section 10.14 Agreement’s Construction 15

- Exhibit A – Description of Property
- Exhibit B – Form of Joinder Agreement
- Exhibit C – Accountability Resolution
- Exhibit D – Description of Infrastructure Credit]
- Exhibit E – Description of Claw Back

**SUMMARY OF CONTENTS OF
FEE AGREEMENT**

The parties have agreed to waive the requirement to recapitulate the contents of this Fee Agreement pursuant to Section 12-44-55 of the Code (as defined herein). However, the parties have agreed to include a summary of the key provisions of this Fee Agreement for the convenience of the parties. This summary is included for convenience only and is not to be construed as a part of the terms and conditions of this Fee Agreement.

PROVISION	BRIEF DESCRIPTION	SECTION REFERENCE
Sponsor Name	Intertape Polymer Corp.	
Project Location		
Tax Map No.		
FILOT		
• Phase Exemption Period	30 Years	Section 1.1
• Contract Minimum Investment Requirement	\$20,000,000	Section 1.1
• Contract Minimum Jobs Requirement	165	Section 1.1
• Investment Period	5 Years	Section 1.1
• Assessment Ratio	6%	Section 4.1
• Millage Rate	.5805	Section 4.1
• Fixed or Five-Year Adjustable Millage	Fixed	Section 4.1
• Claw Back Information	See Exhibit E	Section 6.1
Multicounty Park	I-77 Corridor Regional Industrial Park	
Infrastructure Credit		
• Brief Description	50%	Section 5.1
• Credit Term	10 Years	Section 5.1
• Claw Back Information	Infrastructure Credit to be repaid and reduced if Company fails to meet Contract Minimum Investment and Contract Minimum Job Requirements during the Investment Period. Prorata repayment and reduction of Infrastructure Credit based upon formula set forth on Exhibit E.	Section 6.1
Other Information		

FEE-IN-LIEU OF AD VALOREM TAXES AGREEMENT

THIS FEE-IN-LIEU OF *AD VALOREM* TAXES AGREEMENT (“*Fee Agreement*”) is entered into, effective, as of _____, 2021, between Richland County, South Carolina (“*County*”), a body politic and corporate and a political subdivision of the State of South Carolina (“*State*”), acting through the Richland County Council (“*County Council*”) as the governing body of the County, and INTERTAPE POLYMER CORP., a corporation organized and existing under the laws of the State of Delaware (“*Sponsor*”).

WITNESSETH:

(a) Title 12, Chapter 44, (“*Act*”) of the Code of Laws of South Carolina, 1976, as amended (“*Code*”), authorizes the County to induce manufacturing and commercial enterprises to locate in the State or to encourage manufacturing and commercial enterprises currently located in the State to expand their investments and thus make use of and employ the manpower, products, and other resources of the State by entering into an agreement with a sponsor, as defined in the Act, that provides for the payment of a fee-in-lieu of *ad valorem* tax (“*FILOT*”) with respect to Economic Development Property, as defined below;

[(b) Sections 4-1-175 and 12-44-70 of the Code authorize the County to provide credits (“*Infrastructure Credit*”) against payments in lieu of taxes for the purpose of defraying of the cost of designing, acquiring, constructing, improving, or expanding (i) the infrastructure serving the County or a project and (ii) for improved and unimproved real estate, and personal property, including machinery and equipment, used in the operation of a manufacturing facility or commercial enterprise (collectively, “*Infrastructure*”)];

(c) The Sponsor has committed to expand a manufacturing facility (“*Facility*”) in the County, consisting of taxable investment in real and personal property of not less than \$20,000,000 and the creation of 165 new, full-time jobs];

(d) By an ordinance enacted on June 8, 2021, County Council authorized the County to enter into this Fee Agreement with the Sponsor to provide for a FILOT and the other incentives as more particularly described in this Fee Agreement to induce the Sponsor to expand its Facility in the County.

NOW, THEREFORE, AND IN CONSIDERATION of the respective representations and agreements hereinafter contained, the parties agree as follows:

ARTICLE I DEFINITIONS

Section 1.1. Terms. The defined terms used in this Fee Agreement have the meaning given below, unless the context clearly requires otherwise.

“*Act*” means Title 12, Chapter 44 of the Code, and all future acts successor or supplemental thereto or amendatory of this Fee Agreement.

“*Act Minimum Investment Requirement*” means an investment of at least \$2,500,000 in the Project within five years of the Commencement Date.

“*Administration Expenses*” means the reasonable expenses incurred by the County in the negotiation, approval and implementation of the terms and provisions of this Fee Agreement, including reasonable attorney’s and consultant’s fees. Administration Expenses does not include any costs, expenses, including attorney’s fees, incurred by the County (i) in defending challenges to the FILOT Payments, Infrastructure Credits or other incentives provided by this Fee Agreement brought by third parties or the

Sponsor or its affiliates and related entities, or (ii) in connection with matters arising at the request of the Sponsor outside of the immediate scope of this Fee Agreement, including amendments to the terms of this Fee Agreement.

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

“**Commencement Date**” means the last day of the property tax year during which Economic Development Property is placed in service. The Commencement Date shall not be later than the last day of the property tax year which is three years from the year in which the County and the Sponsor enter into this Fee Agreement. For purposes of this Fee Agreement, the Commencement Date is expected to be December 31, 2021.

“**Contract Minimum Investment Requirement**” means a taxable investment in real and personal property at the Project of not less than \$20,000,000.

“**Contract Minimum Jobs Requirement**” means not less than 165 full-time, jobs created by the Sponsor in the County in connection with the Project.

“**County**” means Richland County, South Carolina, a body politic and corporate and a political subdivision of the State, its successors and assigns, acting by and through the County Council as the governing body of the County.

“**County Council**” means the Richland County Council, the governing body of the County.

“**Credit Term**” means the years during the Fee Term in which the Infrastructure Credit is applicable, as described in Exhibit C.

“**Department**” means the South Carolina Department of Revenue.

“**Diminution in Value**” means a reduction in the fair market value of Economic Development Property, as determined in Section 4.1(a)(i) of this Fee Agreement, which may be caused by (i) the removal or disposal of components of the Project pursuant to Section 4.3 of this Fee Agreement; (ii) a casualty as described in Section 4.4 of this Fee Agreement; or (iii) a condemnation as described in Section 4.5 of this Fee Agreement.

“**Economic Development Property**” means those items of real and tangible personal property of the Project placed in service not later than the end of the Investment Period that (i) satisfy the conditions of classification as economic development property under the Act, and (ii) are identified by the Sponsor in its annual filing of a PT-300S or comparable form with the Department (as such filing may be amended from time to time).

“**Equipment**” means all of the machinery, equipment, furniture, office equipment, and fixtures, together with any and all additions, accessions, replacements, and substitutions.

“**Event of Default**” means any event of default specified in Section 7.1 of this Fee Agreement.

“**Fee Agreement**” means this Fee-In-Lieu Of *Ad Valorem* Taxes and Incentive Agreement.

“**Fee Term**” means the period from the effective date of this Fee Agreement until the Final Termination Date.

“**FILOT Payments**” means the amount paid or to be paid in lieu of *ad valorem* property taxes as provided in Section 4.1.

“**Final Phase**” means the Economic Development Property placed in service during the last year of the Investment Period.

“**Final Termination Date**” means the date on which the last FILOT Payment with respect to the Final Phase is made, or such earlier date as the Fee Agreement is terminated in accordance with the terms of this Fee Agreement. Assuming the Phase Termination Date for the Final Phase is December 31, 2021, the Final Termination Date is expected to be January 15, 2057, which is the due date of the last FILOT Payment with respect to the Final Phase.

“**Improvements**” means all improvements to the Real Property, including buildings, building additions, roads, sewer lines, and infrastructure, together with all additions, fixtures, accessions, replacements, and substitutions.

“**Infrastructure**” means (i) the infrastructure serving the County or the Project, (ii) improved and unimproved real estate, and personal property, including machinery and equipment, used in the operation of a manufacturing or commercial enterprise, or (iii) such other items as may be described in or permitted under Section 4-29-68 of the Code.

“**Infrastructure Credit**” means the credit provided to the Sponsor pursuant to Section 12-44-70 of the Act[or Section 4-1-175 of the MCIP Act] and Section 5.1 of this Fee Agreement, with respect to the Infrastructure. Infrastructure Credits are to be used for the payment of Infrastructure constituting real property, improvements and infrastructure before any use for the payment of Infrastructure constituting personal property, notwithstanding any presumptions to the contrary in the MCIP Act or otherwise.

“**Investment Period**” means the period beginning with the first day of any purchase or acquisition of Economic Development Property and ending five years after the Commencement Date, as may be extended pursuant to Section 12-44-30(13) of the Act. For purposes of this Fee Agreement, the Investment Period, unless so extended, is expected to end on December 31, 2026.

“**MCIP Act**” means Article VIII, Section 13(D) of the Constitution of the State of South Carolina, and Sections 4-1-170, 4-1-172, 4-1-175, and 4-29-68 of the Code.

“**Multicounty Park**” means the multicounty industrial or business park governed by the Amended and Restated Master Agreement Governing the I-77 Corridor Regional Industrial Park, dated as of September 1, 2018, between the County and Fairfield County, South Carolina, as may be amended.

“**Net FILOT Payment**” means the FILOT Payment net of the Infrastructure Credit.

“**Phase**” means the Economic Development Property placed in service during a particular year of the Investment Period.

“**Phase Exemption Period**” means, with respect to each Phase, the period beginning with the property tax year the Phase is placed in service during the Investment Period and ending on the Phase Termination Date.

“**Phase Termination Date**” means, with respect to each Phase, the last day of the property tax year which is the 29th year following the first property tax year in which the Phase is placed in service.

“**Project**” means all the Equipment, Improvements, and Real Property in the County that the Sponsor determines to be necessary, suitable, or useful by the Sponsor in connection with its investment in the County.

“**Real Property**” means real property that the Sponsor uses or will use in the County for the purposes that Section 2.2(b) describes, and initially consists of the land identified on Exhibit A of this Fee Agreement.

“**Removed Components**” means Economic Development Property which the Sponsor, in its sole discretion, (a) determines to be inadequate, obsolete, worn-out, uneconomic, damaged, unsuitable, undesirable, or unnecessary pursuant to Section 4.3 of this Fee Agreement or otherwise; or (b) elects to be treated as removed pursuant to Section 4.4(c) or Section 4.5(b)(iii) of this Fee Agreement.

“**Replacement Property**” means any property which is placed in service as a replacement for any Removed Component regardless of whether the Replacement Property serves the same functions as the Removed Component it is replacing and regardless of whether more than one piece of Replacement Property replaces a single Removed Component.

“**Sponsor**” means Intertape Polymer Corp. and any surviving, resulting, or transferee entity in any merger, consolidation, or transfer of assets; or any other person or entity which may succeed to the rights and duties of the Sponsor under this Fee Agreement.

“**Sponsor Affiliate**” means an entity that participates in the investment [or job creation] at the Project and, following receipt of the County’s approval pursuant to Section 9.1 of this Fee Agreement, joins this Fee Agreement by delivering a Joinder Agreement, the form of which is attached as Exhibit B to this Fee Agreement.

“**State**” means the State of South Carolina.

Any reference to any agreement or document in this Article I or otherwise in this Fee Agreement shall include any and all amendments, supplements, addenda, and modifications to such agreement or document.

The term “investment” or “invest” as used in this Fee Agreement includes not only investments made by the Sponsor, but also to the fullest extent permitted by law, those investments made by or for the benefit of the Sponsor in connection with the Project through federal, state, or local grants, to the extent such investments are or, but for the terms of this Fee Agreement, would be subject to *ad valorem* taxes to be paid by the Sponsor.

ARTICLE II REPRESENTATIONS AND WARRANTIES

Section 2.1. Representations and Warranties of the County. The County represents and warrants as follows:

(a) The County is a body politic and corporate and a political subdivision of the State and acts through the County Council as its governing body. The Act authorizes and empowers the County to enter into the transactions that this Fee Agreement contemplates and to carry out its obligations under this Fee Agreement. The County has duly authorized the execution and delivery of this Fee Agreement and all other documents, certificates or other agreements contemplated in this Fee Agreement and has obtained all consents from third parties and taken all actions necessary or that the law requires to fulfill its obligations under this Fee Agreement.

(b) Based on representations by the Sponsor, County Council evaluated the Project based on all relevant criteria including the purposes the Project is to accomplish, the anticipated dollar amount and nature of the investment resulting from the Project, and the anticipated costs and benefits to the County and following the evaluation, the County determined that (i) the Project is anticipated to benefit the general

public welfare of the County by providing services, employment, recreation, or other public benefits not otherwise adequately provided locally; (ii) the Project gives rise to no pecuniary liability of the County or any incorporated municipality and to no charge against the County's general credit or taxing power; (iii) the purposes to be accomplished by the Project are proper governmental and public purposes; and (iv) the benefits of the Project are greater than the costs.

(c) The County identified the Project, as a "project" on March 16, 2021 by adopting an Inducement Resolution, as defined in the Act on March 16, 2021.

(d) The County is not in default of any of its obligations (contractual or otherwise) as a result of entering into and performing its obligations under this Fee Agreement.

(e) The County has located or will take all reasonable action to locate the Project in the Multicounty Park.

Section 2.2. Representations and Warranties of the Sponsor. The Sponsor represents and warrants as follows:

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

(b) The Sponsor intends to operate the Project as a manufacturing facility and for such other purposes that the Act permits as the Sponsor may deem appropriate.

(c) The Sponsor's execution and delivery of this Fee Agreement and its compliance with the provisions of this Fee Agreement do not result in a default under any agreement or instrument to which the Sponsor is now a party or by which it is bound.

(d) The Sponsor will use commercially reasonable efforts to achieve the Contract Minimum Investment Requirement and the Contract Minimum Jobs Requirement.

(e) The execution and delivery of this Fee Agreement by the County and the availability of the FILOT and other incentives provided by this Fee Agreement has been instrumental in inducing the Sponsor to locate the Project in the County.

(f) The Sponsor has retained legal counsel to confirm, or has had a reasonable opportunity to consult legal counsel to confirm, its eligibility for the FILOT and other incentives granted by this Fee Agreement and has not relied on the County, its officials, employees or legal representatives with respect to any question of eligibility or applicability of the FILOT and other incentives granted by this Fee Agreement.

ARTICLE III THE PROJECT

Section 3.1. The Project. The Sponsor intends and expects to (i) construct or acquire the Project and (ii) meet the Contract Minimum Investment Requirement and the Contract Minimum Jobs Requirement within the Investment Period. The Sponsor anticipates that the first Phase of the Project will be placed in service during the calendar year ending December 31, 2021. Notwithstanding anything contained in this Fee Agreement to the contrary, the Sponsor is not obligated to complete the acquisition of the Project. However, if the Contract Minimum Investment Requirement is not met by the end of the investment period,

the benefits provided to the Sponsor, or Sponsor Affiliate, if any, pursuant to this Fee Agreement may be reduced, modified or terminated as provided in this Fee Agreement.

Section 3.2 *Leased Property.* To the extent that State law allows or is revised or construed to permit leased assets including a building, or personal property to be installed in a building, to constitute Economic Development Property, then any property leased by the Sponsor is, at the election of the Sponsor, deemed to be Economic Development Property for purposes of this Fee Agreement, subject, at all times, to the requirements of State law and this Fee Agreement with respect to property comprising Economic Development Property.

Section 3.3. *Filings and Reports.*

(a) On or before January 31 of each year during the term of this Fee Agreement, commencing in January 31, 2022, the Sponsor shall deliver to the Economic Development Director of the County with respect to the Sponsor and all Sponsor Affiliates, if any, the information required by the terms of the County's Resolution dated December 12, 2017, which is attached hereto as Exhibit C, as may be amended by subsequent resolution.

(b) The Sponsor shall file a copy of this Fee Agreement and a completed PT-443 with the Economic Development Director and the Department and the Auditor, Treasurer and Assessor of the County and partner county to the Multicounty Park.

(c) On request by the County Administrator or the Economic Development Director, the Sponsor shall remit to the Economic Development Director records accounting for the acquisition, financing, construction, and operation of the Project which records (i) permit ready identification of all Economic Development Property; (ii) confirm the dates that the Economic Development Property or Phase was placed in service; and (iii) include copies of all filings made in accordance with this Section.

**ARTICLE IV
FILOT PAYMENTS**

Section 4.1. *FILOT Payments.*

(a) The FILOT Payment due with respect to each Phase through the Phase Termination Date is calculated as follows:

- (i) The fair market value of the Phase calculated as set forth in the Act (for the Real Property portion of the Phase, the County and the Sponsor have elected to [use the fair market value established in the first year of the Phase Exemption Period]/[determine the Real Property's fair market value by appraisal as if the Real Property were not subject to this Fee Agreement, except that such appraisal may not occur more than once every five years]), multiplied by
- (ii) An assessment ratio of six percent (6%), multiplied by
- (iii) A fixed millage rate equal to .5805, which is the cumulative millage rate levied by or on behalf of all the taxing entities within which the Project is located as of June 30, 2020.

The calculation of the FILOT Payment must allow all applicable property tax exemptions except those excluded pursuant to Section 12-44-50(A)(2) of the Act. The Sponsor acknowledges that (i) the calculation of the annual FILOT Payment is a function of the Department and is wholly dependent on the

Sponsor timely submitting the correct annual property tax returns to the Department, (ii) the County has no responsibility for the submission of returns or the calculation of the annual FILOT Payment, and (iii) failure by the Sponsor to submit the correct annual property tax return could lead to a loss of all or a portion of the FILOT and other incentives provided by this Fee Agreement.

(b) If a final order of a court of competent jurisdiction from which no further appeal is allowable declares the FILOT Payments invalid or unenforceable, in whole or in part, for any reason, the parties shall negotiate the reformation of the calculation of the FILOT Payments to most closely afford the Sponsor with the intended benefits of this Fee Agreement. If such order has the effect of subjecting the Economic Development Property to *ad valorem* taxation, this Fee Agreement shall terminate, and the Sponsor shall owe the County regular *ad valorem* taxes from the date of termination, in accordance with Section 4.7.

Section 4.2. FILOT Payments on Replacement Property. If the Sponsor elects to place Replacement Property in service, then, pursuant and subject to the provisions of Section 12-44-60 of the Act, the Sponsor shall make the following payments to the County with respect to the Replacement Property for the remainder of the Phase Exemption Period applicable to the Removed Component of the Replacement Property:

(a) FILOT Payments, calculated in accordance with Section 4.1, on the Replacement Property to the extent of the original income tax basis of the Removed Component the Replacement Property is deemed to replace.

(b) Regular *ad valorem* tax payments to the extent the income tax basis of the Replacement Property exceeds the original income tax basis of the Removed Component the Replacement Property is deemed to replace.

Section 4.3. Removal of Components of the Project. Subject to the other terms and provisions of this Fee Agreement, the Sponsor is entitled to remove and dispose of components of the Project in its sole discretion. Components of the Project are deemed removed when scrapped, sold or otherwise removed from the Project. If the components removed from the Project are Economic Development Property, then the Economic Development Property is a Removed Component, no longer subject to this Fee Agreement and is subject to *ad valorem* property taxes to the extent the Removed Component remains in the State and is otherwise subject to *ad valorem* property taxes.

Section 4.4. Damage or Destruction of Economic Development Property.

(a) *Election to Terminate.* If Economic Development Property is damaged by fire, explosion, or any other casualty, then the Sponsor may terminate this Fee Agreement. For the property tax year corresponding to the year in which the damage or casualty occurs, the Sponsor is obligated to make FILOT Payments with respect to the damaged Economic Development Property only to the extent property subject to *ad valorem* taxes would have been subject to *ad valorem* taxes under the same circumstances for the period in question.

(b) *Election to Restore and Replace.* If Economic Development Property is damaged by fire, explosion, or any other casualty, and the Sponsor does not elect to terminate this Fee Agreement, then the Sponsor may restore and replace the Economic Development Property. All restorations and replacements made pursuant to this subsection (b) are deemed, to the fullest extent permitted by law and this Fee Agreement, to be Replacement Property.

(c) *Election to Remove.* If Economic Development Property is damaged by fire, explosion, or any other casualty, and the Sponsor elects not to terminate this Fee Agreement pursuant to subsection (a) and

elects not to restore or replace pursuant to subsection (b), then the damaged portions of the Economic Development Property are deemed Removed Components.

Section 4.5. Condemnation.

(a) *Complete Taking.* If at any time during the Fee Term title to or temporary use of the Economic Development Property is vested in a public or quasi-public authority by virtue of the exercise of a taking by condemnation, inverse condemnation, or the right of eminent domain; by voluntary transfer under threat of such taking; or by a taking of title to a portion of the Economic Development Property which renders continued use or occupancy of the Economic Development Property commercially unfeasible in the judgment of the Sponsor, the Sponsor shall have the option to terminate this Fee Agreement by sending written notice to the County within a reasonable period of time following such vesting.

(b) *Partial Taking.* In the event of a partial taking of the Economic Development Property or a transfer in lieu, the Sponsor may elect: (i) to terminate this Fee Agreement; (ii) to restore and replace the Economic Development Property, with such restorations and replacements deemed, to the fullest extent permitted by law and this Fee Agreement, to be Replacement Property; or (iii) to treat the portions of the Economic Development Property so taken as Removed Components.

(c) In the year in which the taking occurs, the Sponsor is obligated to make FILOT Payments with respect to the Economic Development Property so taken only to the extent property subject to *ad valorem* taxes would have been subject to taxes under the same circumstances for the period in question.

Section 4.6. Calculating FILOT Payments on Diminution in Value. If there is a Diminution in Value, the FILOT Payments due with respect to the Economic Development Property or Phase so diminished shall be calculated by substituting the diminished value of the Economic Development Property or Phase for the original fair market value in Section 4.1(a)(i) of this Fee Agreement.

Section 4.7. Payment of Ad Valorem Taxes. If Economic Development Property becomes subject to *ad valorem* taxes as imposed by law pursuant to the terms of this Fee Agreement or the Act, then the calculation of the *ad valorem* taxes due with respect to the Economic Development Property in a particular property tax year shall: (i) include the property tax reductions that would have applied to the Economic Development Property if it were not Economic Development Property; and (ii) include a credit for FILOT Payments the Sponsor has made with respect to the Economic Development Property.

Section 4.8. Place of FILOT Payments. All FILOT Payments shall be made directly to the County in accordance with applicable law.

**ARTICLE V
ADDITIONAL INCENTIVES**

Section 5.1. *Infrastructure Credits.* To assist in paying for costs of Infrastructure, the Sponsor is entitled to claim an Infrastructure Credit to reduce certain FILOT Payments due and owing from the Sponsor to the County under this Fee Agreement. The term, amount and calculation of the Infrastructure Credit is described in Exhibit D. In no event may the Sponsor's aggregate Infrastructure Credit claimed pursuant to this Section exceed the aggregate expenditures by the Sponsor on Infrastructure.

For each property tax year in which the Infrastructure Credit is applicable ("***Credit Term***"), the County shall prepare and issue the annual bills with respect to the Project showing the Net FILOT Payment, calculated in accordance with Exhibit D. Following receipt of the bill, the Sponsor shall timely remit the Net FILOT Payment to the County in accordance with applicable law.

**ARTICLE VI
CLAW BACK**

Section 6.1. *Claw Back.* If the Sponsor fails to perform its obligations as described in Exhibit E to this Fee Agreement as described in Exhibit E, then the Sponsor is subject to the claw backs as described in Exhibit E. Any amount that may be due from the Sponsor to the County as calculated in accordance with or described in Exhibit E is due within 30 days of receipt of a written statement from the County. If not timely paid, the amount due from the Sponsor to the County is subject to the minimum amount of interest that the law may permit with respect to delinquent *ad valorem* tax payments. The repayment obligation arising under this Section and Exhibit E survives termination of this Fee Agreement.

**ARTICLE VII
DEFAULT**

Section 7.1. *Events of Default.* The following are "Events of Default" under this Fee Agreement:

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

(b) Failure to timely pay any amount, except FILOT Payments, due under this Fee Agreement;

(c) A Cessation of Operations. For purposes of this Fee Agreement, a "***Cessation of Operations***" means a publicly announced closure of the Facility, a layoff of a majority of the employees working at the Facility, or a substantial reduction in production that continues for a period of twelve (12) months;

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

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

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

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

Section 7.2. Remedies on Default.

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

(i) terminate this Fee Agreement; or

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

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

(i) bring an action for specific enforcement;

(ii) terminate this Fee Agreement with no obligation to repay any Infrastructure Credits; or

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

Section 7.3. Reimbursement of Legal Fees and Other Expenses. On the occurrence of an Event of Default, if a party is required to employ attorneys or incur other reasonable expenses for the collection of payments due under this Fee Agreement or for the enforcement of performance or observance of any obligation or agreement, the prevailing party is entitled to seek reimbursement of the reasonable fees of such attorneys and such other reasonable expenses so incurred.

Section 7.4. Remedies Not Exclusive. No remedy described in this Fee Agreement is intended to be exclusive of any other remedy or remedies, and each and every such remedy is cumulative and in addition to every other remedy given under this Fee Agreement or existing at law or in equity or by statute.

**ARTICLE VIII
PARTICULAR RIGHTS AND COVENANTS**

Section 8.1. Right to Inspect. The County and its authorized agents, during normal business hours and subject to Sponsor's health and safety requirements and guidelines, on prior written notice (which may be given by email), may enter and examine and inspect the Project for the purposes of permitting the County to carry out its duties and obligations in its sovereign capacity (such as, without limitation, for such routine health and safety purposes as would be applied to any other manufacturing or commercial facility in the County).

Section 8.2. Confidentiality. The County acknowledges that the Sponsor may utilize confidential and proprietary processes and materials, services, equipment, trade secrets, and techniques ("**Confidential Information**") and that disclosure of the Confidential Information could result in substantial economic harm to the Sponsor. The Sponsor may clearly label any Confidential Information delivered to the County

pursuant to this Fee Agreement as “**Confidential Information.**” Except as required by law, the County, or any employee, agent, or contractor of the County, shall not disclose or otherwise divulge any labeled Confidential Information to any other person, firm, governmental body or agency. The Sponsor acknowledges that the County is subject to the South Carolina Freedom of Information Act, and, as a result, must disclose certain documents and information on request, absent an exemption. If the County is required to disclose any Confidential Information to a third party, the County will use its best efforts to provide the Sponsor with as much advance notice as is reasonably possible of such disclosure requirement prior to making such disclosure, and to cooperate reasonably with any attempts by the Sponsor to obtain judicial or other relief from such disclosure requirement.

Section 8.3. Indemnification Covenants.

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

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

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

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

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

Section 8.4. No Liability of County Personnel. All covenants, stipulations, promises, agreements and obligations of the County contained in this Fee Agreement are binding on members of the County Council or any elected official, officer, agent, servant or employee of the County only in his or her official capacity and not in his or her individual capacity, and no recourse for the payment of any moneys under this Fee Agreement may be had against any member of County Council or any elected or appointed official,

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

Section 8.5. *Limitation of Liability.* The County is not liable to the Sponsor for any costs, expenses, losses, damages, claims or actions in connection with this Fee Agreement, except from amounts received by the County from the Sponsor under this Fee Agreement. Notwithstanding anything in this Fee Agreement to the contrary, any financial obligation the County may incur under this Fee Agreement is deemed not to constitute a pecuniary liability or a debt or general obligation of the County.

Section 8.6. *Assignment.* The Sponsor may assign this Fee Agreement in whole or in part with the prior written consent of the County or a subsequent written ratification by the County, which may be done by resolution, and which consent or ratification the County will not unreasonably withhold. The Sponsor agrees to notify the County and the Department of the identity of the proposed transferee within 60 days of the transfer. In case of a transfer, the transferee assumes the transferor's basis in the Economic Development Property for purposes of calculating the FILOT Payments.

Section 8.7. *No Double Payment; Future Changes in Legislation.* Notwithstanding anything contained in this Fee Agreement to the contrary, and except as expressly required by law, the Sponsor is not required to make a FILOT Payment in addition to a regular *ad valorem* property tax payment in the same year with respect to the same piece of Economic Development Property. The Sponsor is not required to make a FILOT Payment on Economic Development Property in cases where, absent this Fee Agreement, *ad valorem* property taxes would otherwise not be due on such property.

Section 8.8. *Administration Expenses.* The Sponsor will reimburse, or cause reimbursement to, the County for Administration Expenses in the amount of \$5,000. The Sponsor will reimburse the County for its Administration Expenses on receipt of a written request from the County or at the County's direction, which request shall include a statement of the amount and nature of the Administration Expense. The Sponsor shall pay the Administration Expense as set forth in the written request no later than 60 days following receipt of the written request from the County. The County does not impose a charge in the nature of impact fees or recurring fees in connection with the incentives authorized by this Fee Agreement. The payment by the Sponsor of the County's Administration Expenses shall not be construed as prohibiting the County from engaging, at its discretion, the counsel of the County's choice.

ARTICLE IX SPONSOR AFFILIATES

Section 9.1. *Sponsor Affiliates.* The Sponsor may designate Sponsor Affiliates from time to time, including at the time of execution of this Fee Agreement, pursuant to and subject to the provisions of Section 12-44-130 of the Act. To designate a Sponsor Affiliate, the Sponsor must deliver written notice to the Economic Development Director identifying the Sponsor Affiliate and requesting the County's approval of the Sponsor Affiliate. Except with respect to a Sponsor Affiliate designated at the time of execution of this Fee Agreement, which may be approved in the County Council ordinance authorizing the execution and delivery of this Fee Agreement, approval of the Sponsor Affiliate may be given by the County Administrator delivering written notice to the Sponsor and Sponsor Affiliate following receipt by the County Administrator of a recommendation from the Economic Development Committee of County Council to allow the Sponsor Affiliate to join in the investment at the Project. The Sponsor Affiliate's joining in the investment at the Project will be effective on delivery of a Joinder Agreement, the form of which is attached as Exhibit B, executed by the Sponsor Affiliate to the County.

Section 9.2. Primary Responsibility. Notwithstanding the addition of a Sponsor Affiliate, the Sponsor acknowledges that it has the primary responsibility for the duties and obligations of the Sponsor and any Sponsor Affiliate under this Fee Agreement, including the payment of FILOT Payments or any other amount due to or for the benefit of the County under this Fee Agreement. For purposes of this Fee Agreement, “primary responsibility” means that if the Sponsor Affiliate fails to make any FILOT Payment or remit any other amount due under this Fee Agreement, the Sponsor shall make such FILOT Payments or remit such other amounts on behalf of the Sponsor Affiliate.

**ARTICLE X
MISCELLANEOUS**

Section 10.1. Notices. Any notice, election, demand, request, or other communication to be provided under this Fee Agreement is effective when delivered to the party named below or when deposited with the United States Postal Service, certified mail, return receipt requested, postage prepaid, addressed as follows (or addressed to such other address as any party shall have previously furnished in writing to the other party), except where the terms of this Fee Agreement require receipt rather than sending of any notice, in which case such provision shall control:

IF TO THE SPONSOR:

Intertape Polymer Corp.
100 Paramount Drive, Suite 300
Sarasota, Florida 34232
Attn: General Counsel

WITH A COPY TO (does not constitute notice):

Haynsworth Sinkler Boyd, P.A.
Attn: Gary W. Morris
1201 Main Street, Suite 2200
Columbia, SC 29201

IF TO THE COUNTY:

Richland County, South Carolina
Attn: Richland County Economic Development Director
2020 Hampton Street
Columbia, South Carolina 29204

WITH A COPY TO (does not constitute notice):

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

Section 10.2. Provisions of Agreement for Sole Benefit of County and Sponsor. Except as otherwise specifically provided in this Fee Agreement, nothing in this Fee Agreement expressed or implied confers on any person or entity other than the County and the Sponsor any right, remedy, or claim under or by reason of this Fee Agreement, this Fee Agreement being intended to be for the sole and exclusive benefit of the County and the Sponsor.

Section 10.3. Counterparts. This Fee Agreement may be executed in any number of counterparts, and all of the counterparts together constitute one and the same instrument.

Section 10.4. Governing Law. South Carolina law, exclusive of its conflicts of law provisions that would refer the governance of this Fee Agreement to the laws of another jurisdiction, governs this Fee Agreement and all documents executed in connection with this Fee Agreement.

Section 10.5. Headings. The headings of the articles and sections of this Fee Agreement are inserted for convenience only and do not constitute a part of this Fee Agreement.

Section 10.6. Amendments. This Fee Agreement may be amended only by written agreement of the parties to this Fee Agreement.

Section 10.7. Agreement to Sign Other Documents. From time to time, and at the expense of the Sponsor, to the extent any expense is incurred, the County agrees to execute and deliver to the Sponsor such additional instruments as the Sponsor may reasonably request and as are authorized by law and reasonably within the purposes and scope of the Act and this Fee Agreement to effectuate the purposes of this Fee Agreement.

Section 10.8. Interpretation; Invalidity; Change in Laws.

(a) If the inclusion of property as Economic Development Property or any other issue is unclear under this Fee Agreement, then the parties intend that the interpretation of this Fee Agreement be done in a manner that provides for the broadest inclusion of property under the terms of this Fee Agreement and the maximum incentive permissible under the Act, to the extent not inconsistent with any of the explicit terms of this Fee Agreement.

(b) If any provision of this Fee Agreement is declared illegal, invalid, or unenforceable for any reason, the remaining provisions of this Fee Agreement are unimpaired, and the parties shall reform such illegal, invalid, or unenforceable provision to effectuate most closely the legal, valid, and enforceable intent of this Fee Agreement so as to afford the Sponsor with the maximum benefits to be derived under this Fee Agreement, it being the intention of the County to offer the Sponsor the strongest inducement possible, within the provisions of the Act, to locate the Project in the County.

(c) The County agrees that in case the FILOT incentive described in this Fee Agreement is found to be invalid and the Sponsor does not realize the economic benefit it is intended to receive from the County under this Fee Agreement as an inducement to locate in the County, the County agrees to negotiate with the Sponsor to provide a special source revenue or Infrastructure Credit to the Sponsor [(in addition to the Infrastructure Credit explicitly provided for above)] to the maximum extent permitted by law, to allow the Sponsor to recoup all or a portion of the loss of the economic benefit resulting from such invalidity.

Section 10.9. Force Majeure. The Sponsor is not responsible for any delays or non-performance caused in whole or in part, directly or indirectly, by strikes, accidents, freight embargoes, fires, floods, inability to obtain materials, conditions arising from governmental orders or regulations, war or national emergency, acts of God, and any other cause, similar or dissimilar, beyond the Sponsor's reasonable control.

Section 10.10. Termination; Termination by Sponsor.

(a) Unless first terminated under any other provision of this Fee Agreement, this Fee Agreement terminates on the Final Termination Date.

(b) The Sponsor is authorized to terminate this Fee Agreement at any time with respect to all or part of the Project on providing the County with 30 days' notice.

(c) Any monetary obligations due and owing at the time of termination and any provisions which are intended to survive termination, survive such termination.

(d) In the year following termination, all Economic Development Property is subject to *ad valorem* taxation or such other taxation or payment in lieu of taxation that would apply absent this Fee Agreement. The Sponsor's obligation to make FILOT Payments under this Fee Agreement terminates to the extent of and in the year following the year the Sponsor terminates this Fee Agreement pursuant to this Section.

Section 10.11. *Entire Agreement.* This Fee Agreement expresses the entire understanding and all agreements of the parties, and neither party is bound by any agreement or any representation to the other party which is not expressly set forth in this Fee Agreement or in certificates delivered in connection with the execution and delivery of this Fee Agreement.

Section 10.12. *Waiver.* Either party may waive compliance by the other party with any term or condition of this Fee Agreement only in a writing signed by the waiving party.

Section 10.13. *Business Day.* If any action, payment, or notice is, by the terms of this Fee Agreement, required to be taken, made, or given on any Saturday, Sunday, or legal holiday in the jurisdiction in which the party obligated to act is situated, such action, payment, or notice may be taken, made, or given on the following business day with the same effect as if taken, made or given as required under this Fee Agreement, and no interest will accrue in the interim.

Section 10.14. *Agreement's Construction.* Each party and its counsel have reviewed this Fee Agreement and any rule of construction to the effect that ambiguities are to be resolved against a drafting party does not apply in the interpretation of this Fee Agreement or any amendments or exhibits to this Fee Agreement.

[Signature pages follow]

IN WITNESS WHEREOF, the County, acting by and through the County Council, has caused this Fee Agreement to be executed in its name and on its behalf by the Chair of County Council and to be attested by the Clerk of the County Council; and the Sponsor has caused this Fee Agreement to be executed by its duly authorized officer, all as of the day and year first above written.

RICHLAND COUNTY, SOUTH CAROLINA

(SEAL)

By: _____
County Council Chair
Richland County, South Carolina

ATTEST:

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

[Signature Page 1 to Fee in Lieu of Ad Valorem Taxes and Incentive Agreement]

**INTERTAPE POLYMER
CORP.**

By: _____
Its: _____

[Signature Page 2 to Fee in Lieu of Ad Valorem Taxes and Incentive Agreement]

EXHIBIT A
PROPERTY DESCRIPTION

23.62 ACRES:

All that certain parcel of land containing 23.617 acres, being shown as Parcel A and located in Richland County, South Carolina, on the eastern side of Carolina Pines Road and shown on a boundary and topographic survey for Panattoni Development Company by Survey and Mapping Services of South Carolina, Inc., dated June 17, 1998, last revised July 15, 1998 and being more fully described as follows: From the intersection with Jenkins Brothers Road, go southeasterly on Carolina Pines Road for approximately 0.8 mile to a 5/8" rebar on the eastern right of way of Carolina Pines Road and said iron being the point of beginning; thence N73°15'28"E for 353.08' along the lands of Industrial Land Group to a 5/8" rebar; thence N23°37'43"W for 151.09' along the property now or formerly of Industrial Land Group to a 5/8" rebar; thence N73°15'28"E for 1,004.42' along the property now or formerly of Sony Corporation to a 5/8" rebar, thence S16°44'32"E for 844.95' along the property now or formerly of Sony Corporation (also shown as Parcel B-Option Parcel) to 5/8" rebar; thence S73°15'28"W for a total distance of 1,198.65' along the property now or formerly of H.G. Moore, Sr. to a 5/8" rebar on the eastern right of way of Carolina Pines Road; thence along the eastern right of way of Carolina Pines Road, along the chord of a curve N27°24'14"W for 365.83' to a point on the eastern right of way of Carolina Pines Road; thence N29°01'43"W for 343.30' along the right of way to the point of beginning.

Being the same property conveyed to Richland County, South Carolina by deed of Quatro Mid-Atlantic Resources I, LLC, dated December 29, 1999 and recorded in the Office of the Register of Deeds for Richland County in Record Book 372, page 1864.

TMS Number: 17600-01-17

10.21 ACRES:

All that certain piece, parcel, tract of land, with any and all improvements thereon, containing approximately 10.207 acres, being located in Richland County, South Carolina, on the eastern side of Carolina Pines Road and shown as Parcel B on a ALTA/ACSM Land Title Survey for PCO Carolina Pines LP prepared by Survey and Mapping Services of South Carolina, Inc., dated August 1, 2000, revised August 15, 2000, recorded August 29, 2000 in Book 438, page 1253, Richland County ROD Office and, according to said plat, having the following metes and bounds, to wit:

To find the point of beginning of Parcel B, begin at a 5/8" rebar-F located on the eastern right of way of Carolina Pines Road (designated as "P.O.C.") which is located approximately 0.8 of a mile southeast of the intersection of Carolina Pines Road with Jenkins Brothers Road; then turning and running N73°15'28"E for a distance of 353.08 feet along the joint boundary lines of property now or formerly of Industrial Land Group and now or formerly of Richland County, South Carolina to a 5/8" rebar-F; then turning and running N23°37'43"W for a distance of 151.09 feet along said joint boundary lines to 5/8" rebar-F; then turning and running N73°15'27"E for a distance of 1,004.42 feet along the joint boundary lines of property now or formerly of Sony Corporation and now or formerly of Richland County, South Carolina to a 5/8" rebar-F, BEING THE POINT OF BEGINNING OF PARCEL B (designated as "P.O.B."); then continuing N73°15'28"E for a distance of 526.21 feet along property now or formerly of Sony Corporation to a 5/8" rebar-F; then turning and running S16°44'32"E for a distance of 844.95 feet along said property to a 5/8" rebar-F; then turning and running S73°15'28"W for a distance of 526.21 feet along property now or formerly of H. G. Moore, Sr. to a 5/8" rebar-F; then turning; and running N16°44'32"W for a distance of 844.95 feet along property now or formerly of Richland County, South Carolina to a 5/8 rebar-F, being the point of

beginning, be all measurements a little more or less. The above-referenced plat is hereby Incorporated by reference for a more complete description of the premises.

Being the same property conveyed to PCO Carolina Pines, LP, a South Carolina limited partnership by deed of Sony Electronics Inc., a Delaware Corporation, by deed dated August 24, 2000 and recorded on August 29, 2000 in the Office of the Register of Deeds for Richland County in Record Book 438, page 1254.

TMS Number: 17600-01-24

EXHIBIT B (see Section 9.1)
FORM OF JOINDER AGREEMENT

Reference is hereby made to the Fee-in-Lieu of *Ad Valorem* Taxes Agreement, effective _____ m 2021 (“Fee Agreement”), between Richland County, South Carolina (“County”) and Intertape Polymer Corp. (“Sponsor”).

1. Joinder to Fee Agreement.

[_____], a [STATE] [corporation]/[limited liability company]/[limited partnership] authorized to conduct business in the State of South Carolina, hereby (a) joins as a party to, and agrees to be bound by and subject to all of the terms and conditions of, the Fee Agreement as if it were a Sponsor [except the following: _____]; (b) shall receive the benefits as provided under the Fee Agreement with respect to the Economic Development Property placed in service by the Sponsor Affiliate as if it were a Sponsor [except the following _____]; (c) acknowledges and agrees that (i) according to the Fee Agreement, the undersigned has been designated as a Sponsor Affiliate by the Sponsor for purposes of the Project; and (ii) the undersigned qualifies or will qualify as a Sponsor Affiliate under the Fee Agreement and Section 12-44-30(20) and Section 12-44-130 of the Act.

2. Capitalized Terms.

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

3. Representations of the Sponsor Affiliate.

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

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

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

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

4. Governing Law.

This Joinder Agreement is governed by and construed according to the laws, without regard to principles of choice of law, of the State of South Carolina.

5. Notice.

Notices under Section 10.1 of the Fee Agreement shall be sent to:

[_____]

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

Date

Name of Entity
By: _____
Its: _____

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

RICHLAND COUNTY, SOUTH CAROLINA

By: _____
Its: _____

EXHIBIT C (see Section 3.3)
RICHLAND COUNTY RESOLUTION REQUIRING CERTAIN ACCOUNTABILITY PRACTICES CONCERNING
ECONOMIC DEVELOPMENT PROJECTS IN THE COUNTY

**A RESOLUTION TO AMEND THE DECEMBER 21, 2010,
RESOLUTION REQUIRING CERTAIN ACCOUNTABILITY
PRACTICES CONCERNING ECONOMIC DEVELOPMENT
PROJECTS IN RICHLAND COUNTY**

WHEREAS, Richland County Council adopted a resolution dated as of December 21, 2010 (“Prior Resolution”), which requires companies receiving economic development incentives from Richland County, South Carolina (“County”) to submit annual reports to the Richland County Economic Development Office; and

WHEREAS, the County desires to make the form of the annual reports submitted by such companies uniform in order to make the substantive information contained in the annual reports more easily tracked and documented by the Richland County Economic Development Office.

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

Section 1. The County affirms that each company awarded an incentive by the County in exchange for the location or expansion of a facility or facilities within the County shall submit an annual report to the Richland County Economic Development Office by January 31 of each year throughout the term of the incentives.

Section 2. The Richland County Economic Development Office is authorized to create (and from time to time, if necessary, amend or recreate) and make available the form of the annual report; however, such form, shall require, at a minimum, the following information:

- a. Name of company;
- b. Cumulative capital investment (less any removed investment) to date as a result of the project;
- c. Net jobs created to date as a result of the project;

Section 3. A copy of the then-current form of the annual report may be obtained from the following address. The annual report shall likewise be submitted to the following address by the required date.

Richland County Economic Development Office
Attention: Kim Mann
1201 Main Street, Suite 910
Columbia, SC 29201

Section 4. This Resolution amends the Prior Resolution and sets forth the County’s requirements with respect to the annual reports to be submitted by each company awarded an incentive by the County as described in Section 1.

Section 5. The substance of this Resolution shall be incorporated into the agreement between the County and each company with respect to the incentives granted by the County to the company.

Section 6. In the event that any company shall fail to submit an annual report, or any portion thereof, such company may be required to return all incentives, or a dollar amount equal thereof, to the County. Such incentives, or the dollar amount equal thereto, shall be paid to the County within 60 days after the date upon which the information was originally due.

RESOLVED: December 12 2017

RICHLAND COUNTY, SOUTH CAROLINA


Chair, Richland County Council

(SEAL)
ATTEST:



Clerk to County Council

EXHIBIT D (see Section 5.1)
DESCRIPTION OF INFRASTRUCTURE CREDIT

All qualifying expenses of the Company during the Investment Period shall qualify for a 10-year, 50% Infrastructure Credit. Beginning with the first annual FILOT Payment and continuing for the next nine annual FILOT Payments, the Company will receive an annual credit in an amount equal to 50% of the annual FILOT Payment with respect to the Project; provided however, the Company may elect to begin application of the Infrastructure Credit in a year other than the year in which the first annual FILOT Payment is done. In such event, the Company shall provide notice to the Economic Development Director of the County. Upon selection by the Company of the year in which the Infrastructure Credit shall first apply, the Infrastructure Credit will continue to be applied to the next nine annual FILOT Payments.

EXHIBIT E (see Section 6.1)
DESCRIPTION OF CLAW BACK

If the Company fails to achieve the Contract Minimum Investment Requirement and/or the Contract Minimum Jobs Requirement by the end of the Investment Period, the Company shall pay to the County a pro-rata portion of the Infrastructure Credits previously claimed and received by the Company according to the below formula. In addition, any prospective Infrastructure Credits shall be reduced by the Claw Back Percentage determined by the following formula.

$$\text{Repayment Amount} = \text{Total Received} \times \text{Claw Back Percentage}$$

$$\text{Claw Back Percentage} = 100\% - \text{Overall Achievement Percentage}$$

$$\text{Overall Achievement Percentage} = (\text{Investment Achievement Percentage} + \text{Jobs Achievement Percentage}) / 2$$

$$\text{Investment Achievement Percentage} = \text{Actual Investment Achieved} / \text{Contract Minimum Investment Requirement} \text{ [may not exceed 100\%]}$$

$$\text{Jobs Achievement Percentage} = \text{Actual New, Full-Time Jobs Created} / \text{Contract Minimum Jobs Requirement} \text{ [may not exceed 100\%]}$$

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

For example, and by way of example only, if the County granted \$200,000 in Infrastructure Credits, and \$18,000,000 had been invested at the Project and 140 jobs had been created by the end of the Investment Period, the Repayment Amount would be calculated as follows:

$$\text{Jobs Achievement Percentage} = 140/165 = 85\%$$

$$\text{Investment Achievement Percentage} = \$18,000,000/\$20,000,000 = 90\%$$

$$\text{Overall Achievement Percentage} = (85\% + 90\%)/2 = 87.5\%$$

$$\text{Claw Back Percentage} = 100\% - 87.5\% = 12.5\%$$

$$\text{Repayment Amount} = \$200,000 \times 12.5\% = \$25,000$$

Thereafter, the Infrastructure Credit applicable to prospective FILOT Payments would be reduced to 43.75%.

The Sponsor shall pay any amounts described in or calculated pursuant to this Exhibit E within 30 days of receipt of a written statement from the County. If not timely paid by the Sponsor, the amount due is subject to the minimum amount of interest that the law may permit with respect to delinquent *ad valorem* tax payments. The repayment obligation described in this Exhibit E survives termination of this Fee Agreement.

Richland County Council Request for Action

Subject:

I move to evaluate affordable housing options to include the option of establishing an Affordable Housing Trust Fund for Richland County as a benefit to the public. Housing is considered to be “affordable” when 30% or less of one’s income is spent on housing and utilities. In Richland County, nearly half of renters pay more than a third of their income on rent and utilities [TERRACIO]

Notes:

May 25, 2021 – The D&S Committee recommended inviting a representative from the Affordable Housing Task Force to present at the next Council meeting.

MEMORANDUM

TO: The Honorable Paul Livingston, Chair
Richland County Council
Richland County Administrator

CC: Richland County Clerk

FR: Rev. Carey A. Grady
Rev. Dianna Deaderick
Co-Presidents of Midlands Response for Equity and Justice

Date: April 26, 2021

RE: Proposal for the Establishment of An Affordable Housing Trust Fund

The Midlands Response for Equity and Justice (MORE Justice) request of Richland County Council the adoption of a county ordinance that authorizes a new Board and office for the development and operation of a Richland County Affordable Housing Trust Fund (AHTF).

This AHTF is to provide loans and grants to for-profit and non-profit housing developers for the acquisition and capital, infrastructure and soft costs necessary for the creation of new affordable renter and owner-occupied housing, for the rehabilitation and preservation of existing multi-family residential rental housing and rental assistance and homeownership assistance to persons of very low, low and moderate income.

Pursuant to the authority granted to Richland County under the South Carolina Code of Laws Title 31 Chapter 22 (William C. Mescher Local Housing Trust Fund Enabling Act), this ordinance should accomplish the following.

- Establish the AHTF as a new nonprofit organization to encourage independence governance and private charitable donation.
- Direct the AHTF to oversee the construction of “sanitary, decent, and safe residential housing that people with lower incomes can afford to buy or rent.”
- Provide financing for the AHTF with startup funding (we propose \$2 to \$5 million) sufficient to support both an oversight board (Affordable Housing Advisory Council) and a viable administration (executive director, other staff, and consultants); and by July 2024, provide a sustainable source of annual funding (we suggest \$10 million) that will allow the AHTF to carry out the terms of its charter.
- Provide for the safeguard of funds in the same manner as the general fund or a separate utility fund established for specific purposes and include the AHTF in the required financial expense reports or annual audit.

- Give preference in the distribution of funds from the AHTF, to programs and projects that promote the development or rehabilitation of affordable housing for individuals or families with an annual income at or below fifty percent of the median income for Richland County, adjusted for family size according to current data from HUD.
- Establish the position of Richland County Affordable Housing Trust Fund (AHTF) executive director, who shall be appointed by and report to the county administrator, and his/her term of office shall be at the pleasure of the county administrator.
- Authorize the executive director to hire such staff and assistants as are necessary to the operation of the AHTF and the performance of his/her duties.
- Establish a Board of Advisors to oversee the use of AHTF funds for
 - Making loans at interest rates below or at market rates in order to strengthen the financial feasibility of proposed projects.
 - Guaranteeing of loans.
 - Providing gap financing for affordable housing developments.
 - Financing the acquisition, demolition, and disposition of property for affordable housing projects.
 - Financing construction of public improvements and utilities to aid proposed affordable residential developments.
 - Financing the rehabilitation, remodeling, or new construction of affordable housing.
 - Providing tenant and project based rental assistance.
 - Funding for acquisition and rehab in conjunction with related housing trust fund projects.
 - Funding to facilitate affordable homeownership opportunities including down payment assistance, second mortgages, closing costs, etc.
 - Providing administrative costs associated with affordable housing programs.
 - Providing interim financing of public costs for affordable housing projects in anticipation of a permanent financing source (i.e. construction financing, bond sale, etc.)
 - Allowing other uses as permitted by law and approved by the Richland County Council.
 - Determining the terms and conditions of repayment of loans and grants from the Affordable Housing Trust Fund including the appropriate security and interest, if any, should repayment be required.
- Require the Board to be governed by SC Conflict of Interest Laws
 - (https://www.lawserver.com/law/state/south-carolina/sc-code/south_carolina_code_34-28-440)

- Require an annual report to Richland County Council with accounting of all funds each year. This report must be made available to the public by posting on the Richland County website.
- All meetings of the board will be open to the public.

Affordable Housing Trust Fund (AHTF) Information Packet

Prepared by MORE Justice Housing Committee

12 April 2020

Table of Contents

PART I The Richland County Housing Crisis

- 1. Housing Fact Sheet for Richland County pg. 3
- 2. The Impact of Unaffordable Housing on Children & Families pg. 5

PART II The Solution: An Affordable Housing Trust Fund (AHTF)

- 3. AHTF Narrative pg. 6
- 4. Commonly Asked Questions about AHTFs pg. 7
- 5. South Carolina Enabling Legislation: The Mescher Act (2007) pg. 9
- 6. Public Safety and Economic Impact of AHTFs pg. 11
- 7. Sample AHTF Ordinances from Other Communities:
 - a. City of Pittsburg (PA) pg. 18
 - b. City of San Diego (CA) pg. 29
 - c. City of Bellingham (WA) pg. 40
 - d. Hillsborough County (FL) pg. 49
- 8. Draft Richland County AHTF Ordinance pg. 61

HOUSING FACT SHEET

Prepared by the MORE Justice Housing Committee

THE “WORKING POOR” CAN’T FIND AFFORDABLE HOUSING

- More than 16,000 households in Columbia pay more than 30% of their income on rent and utilities. (Columbia City Consolidated Plan)
- In Richland County, nearly half of renters (44.8%) pay more than a third of their income on rent and utilities. (Richland County Consolidated Plan)
- A person earning minimum wage in Lexington or Richland County would have to work 89 hours a week in order to afford an average one-bedroom apartment at the average price. (NLIHC)
- Often, it is simply a one-time emergency that causes a family to not be able to pay their rent for the month, which can lead to eviction.

THERE IS NOT ENOUGH AFFORDABLE HOUSING TO MEET THE NEED

- There is a significant gap in availability of affordable rental properties for very-low income residents.
 - Rental market gaps are the difference between the number of rental units available in a given price range compared to the number of renters for whom the given price range is the maximum that can be considered affordable.
- In Richland County, less than 4,000 units are available at \$370 per month, even though this is the maximum affordable rent for 13,500 families. That means, there is only one affordable unit per every three families that desperately need it. (Richland County Consolidated Plan)
- There are more than 23,000 families currently on the waiting list for public housing through the Columbia Housing Authority. Additionally, registration for public housing programs has been closed for more than two years. (Columbia City Officials)
- Richland Two School Officials estimate that half of their 28,000 students are “housing insecure.” (Richland 2 McKinney Vento Representative)

PEOPLE ARE GETTING EVICTED AT HIGH RATES

- Columbia, SC has the 8th highest eviction rate of any city in the nation. (Eviction Lab)
- An average of 19 households are evicted every day in Richland County. In Lexington County, it is seven households. (Eviction Lab)
- The main reason that these families are getting evicted at these high rates is because rent prices are too high.
- Racial disparities in access to affordable, quality housing are commonplace – for example, while only about 25% of the local population is made up of black women, black women make up more than 90% of all those evicted in Richland County. (Newberry College Professor)

THERE ARE HIGH SOCIAL COSTS TO UNSTABLE HOUSING

- Not having access to stable housing can lead to different health and social problems.
- In Richland One and Richland Two alone, there are more than 1,500 students registered as “homeless” under the McKinney Vento Act. Homelessness or unstable/unsafe housing leads to poorer academic achievement and health outcomes. (Richland 2 McKinney Vento Rep; Newberry College Professor)
- When students move schools (for example, due to unstable housing) it takes six months to catch up. (Richland 2 McKinney Vento Representative)
- Over a six-year period in the Midlands, less than 500 chronically homeless people accumulated more than \$245 million dollars in Medicaid costs. That is nearly \$600,000 per person. Communities are finding that one way to drive down these medical costs is through the creation of safe, stable housing. (United Way of the Midlands Study)

SOURCES CITED:

- **Richland County Consolidated Plan:**
<http://www.richlandcountysc.gov/Portals/0/Departments/CommunityDevelopment/20170823RCConsolidated.PDF>
- **City of Columbia Consolidated Plan:**
<https://www.columbiasc.net/depts/communitydevelopment/Columbia%20ConPlan%2005-14-2018.pdf>
- **Eviction Lab:** evictionlab.org
- **United Way of the Midlands Healthcare and Homelessness Data Linkage Study:**
<https://www.uway.org/sites/default/files/files/Health%20Care%20and%20Homelessness.pdf>
- **National Low Income Housing Coalition (NLIHC):** <https://nlihc.org/oor/south-carolina>

The Impact of Unaffordable Housing on Children and Families

The lack of affordable housing and the threat of housing insecurity has many negative impacts on children in our communities. This insufficiency of what seems to be such a basic need causes poor school performance and increases in adverse child events/experiences.

Families are forced into crowded homes, to move from one place to another and often times risk their and their children's lives just to have a place to stay. The Department of Health and Human Services has defined housing insecurity as "high housing costs in proportion to income, poor housing quality, unstable neighborhoods, overcrowding, or homelessness".

In 2019, a total of 12,660 children were reported as homeless under the McKinney-Vento Act, while an estimated 34,335 are believed to be unreported in South Carolina. Students were arranged into 4 categories: doubled-up (living with others), hotels/motels, sheltered and unsheltered.

Children in grades kindergarten to 5th grade are the largest segment of this group, representing 52% of that 12,660. Adolescents who experience school moves are 50% more likely not to graduate from high school. Children at this age with more than 2 school moves are 2.5 times more likely to repeat a grade. High schoolers make up the next largest section, representing 24%. They have a 63% graduation rate, which is a 21% decrease compared to the average rate of 84%.

The experience of housing-insecurity also places children at risk for ACE exposure. Adverse Childhood Experiences (ACEs) are potentially traumatic events that can have negative, long-lasting effects on health and well-being. Children at risk for neglect are significantly more likely to be from families experiencing housing unaffordability and housing instability. There are also reports of physical and emotional abuse, financial exploitation and sex-trafficking while staying in shelters, on the streets, and "doubled-up" with acquaintances, family, or strangers. According to the National Center on Family Homelessness, 83% of homeless children have been exposed to at least one serious violent event by the age of 12 and almost 25 percent have witnessed acts of violence within their families.

The lack of affordable, stable housing is hurting our children. It is our duty as citizens, community members, and leaders, to do something about this.

What is an Affordable Housing Trust Fund?

Housing is considered “affordable” when 30% or less of one’s income is spent on housing and utilities costs (U.S. Department of Housing and Urban Development - HUD). Affordable Housing Trust Funds (AHTFs) are established by elected government bodies—at the city, county or state level—where a source or sources of public revenue are dedicated, by ordinance or law, to a distinct fund with the express purpose of providing affordable housing. In South Carolina, the Mescher Act (2007) requires this fund to be placed in a non-profit entity. The dedicated public revenue then leverages more money from public and private funds. On average, \$8.50 is leveraged for every \$1 dedicated to the HTF (Center for Community Change). The money in a HTF does not fund an entire project, but it is used as gap funding for developers to construct affordable housing for those with 80% or less of the Area Median Income (AMI).

The HTF is typically governed by a board that oversees and hires staff, reviews requests for proposals (RFP), and then approves/denies these requests. Requests for HTF dollars can be made by non-profit developers, for-profit developers, housing authorities, governmental agencies, and regional organizations. The funds can be distributed in a variety of forms, including, but not limited to grants, long-term, low interest loans, or forgivable or deferred loans.

The kinds of eligible activities that HTF can support are:

- new construction (single or multi-family)
- preservation/rehabilitation of existing housing (single or multi-family)
- housing for senior citizens
- transitional housing (homeless, domestic violence, ex-offenders)
- low (80% AMI), very low (50% AMI) and extremely low (30% AMI) income levels
- special needs housing

Additional Resources

- Center for Community Change: Housing Trust Fund Project
 - <https://housingtrustfundproject.org/our-project/about/>
- HUD Exchange: Housing Trust Funds
 - <https://www.hudexchange.info/programs/htf/>
- SC Mescher Act (attached)
 - <https://www.scstatehouse.gov/code/t31c022.php>

What is an Affordable Housing Trust Fund (HTF)?

What is a Housing Trust Fund (HTF)?

- HTF's are established by elected governmental bodies (at the city, county, or state level). A source or sources of public revenue are dedicated, by ordinance or law, to a distinct fund with the express purpose of providing affordable housing.
- HTF's have been enacted by hundreds of governments across the United States.
- There are more than 780 housing trust funds in existence in the US that generate more than \$1.5 billion a year for affordable housing.

How is the HTF funded?

- HTF's are funded by various public revenue sources. Housing Trust Funds are flexible in that they can be funded from multiple public revenue sources. Some examples are:
 - General fund
 - Bond proceeds
 - Grants
 - Loans from the state and federal government
 - State capital budget
 - Residential impact fees
 - Developer impact fees
 - Document recording fee
 - Tax foreclosure sale
 - Hotel/Motel tax
 - Accomodation tax
 - Inclusionary in-lieu of fees
 - Parking fees

Why are housing trust funds successful?

- HTF's are successful because of their flexibility. The public money allocated to the HTF is a down payment that is backed by sources of other public and private funds. This is called leveraging, because the money in the HTF attracts public and private funds from a variety of sources that would not be available without the trust fund.
 - Sources Leveraged by the Housing Trust Fund
 - Governmental bonds
 - Grants
 - State Funding
 - Federal Funding
 - Low Income Tax Credits
 - Philanthropic Donations
 - Bank Loans

- According to the Center for Community Change, the average amount of public and private funds leveraged for every \$1 in the HTF is \$8.50. The HTF offers a huge return on investment.
 - Examples from across the country
 - In 2004, the Milwaukee Housing Trust Fund used a \$5 million allocation and leveraged \$25 million in other funding to create 200 units of housing. The construction of these new homes resulted in: 200 jobs created during construction, \$1.2 million in new fee and tax revenue, and \$10 million into the local economy. After construction: 94 jobs remained, \$760,000 in new fee and tax revenue, and \$4.4 million in the local economy.
 - In five years, the Connecticut Housing Trust fund used \$57 million in allocations and leveraged \$519 million in other federal, state, local, and private funding to create 2,200 units. This led to over 4,000 jobs created, \$14 million in recurring state and local revenue, and hundreds of millions in economic activity.

How is the housing trust fund administered?

- **Non-Governmental Agency Model:** Typically established by governmental action and then administered by a separate nonprofit or community foundation. Under this model, a board oversees and hires the staff for the nonprofit.

How are the funds distributed?

- There are a variety of ways that funds can be distributed, but the most common are in the form of: grants, loans, forgivable or deferred loans, lines of credit, or rental assistance.
- Requests for proposals (RFP) or notices of funding availability (NOFA) are issued periodically for prospective applicants.

Who can apply for housing trust fund dollars?

- HTF's attract a diverse group of applicants: non-profit developers, for-profit developers, housing authorities, governmental agencies, and regional organizations.

What is the target income?

- Because HTF's utilize public funds, it should meet the public need.
- Most HTF's target a specific income area - generally households at 50% and below of the area median income (AMI), as defined by the U.S. Department of Housing and Urban Development (HUD).

South Carolina Legislature

South Carolina Law > Code of Laws > Title 31

South Carolina Code of Laws Unannotated

Title 31 - Housing and Redevelopment

CHAPTER 22

William C. Mescher Local Housing Trust Fund Enabling Act

SECTION 31-22-10. Legislative findings.

(A) The General Assembly finds:

- (1) Throughout this State, there is a shortage of adequate shelter for South Carolinians including the availability of an affordable residence or permanent domicile with adequate privacy, space, physical accessibility, security, structural stability and durability, and adequate electrical, plumbing, and heating systems.
- (2) Private enterprise and investment has not produced, without government assistance, the needed construction of sanitary, decent, and safe residential housing that people with lower incomes can afford to buy or rent.
- (3) The public's health, safety, and economic interests are best served by the provision of permanent affordable housing because such housing enables South Carolinians to maintain employment, assists this state's children to succeed in school, and helps this state's economic growth and prosperity.

(B) The purpose of this chapter is to authorize a local government to individually or jointly create and operate a local housing trust fund or regional housing trust fund to promote the development of affordable housing, as defined in this chapter.

HISTORY: 2007 Act No. 19, Section 2, eff May 15, 2007.

Editor's Note

2007 Act No. 19, Section 1, provides as follows:

"This chapter may be cited as the 'William C. Mescher Local Housing Trust Fund Enabling Act'."

SECTION 31-22-20. Definitions.

For purposes of this chapter:

- (1) "Affordable housing" means residential housing for rent or sale that is appropriately priced for rent or sale to a person or family whose income does not exceed eighty percent of the median income for the local area, with adjustments for household size, according to the latest figures available from the United States Department of Housing and Urban Development (HUD).
- (2) "Homeless housing" means emergency, transitional, or permanent residential housing shelter for a person needing special assistance and shelter because he is homeless as defined by HUD or consistent with another definition of homelessness under which a person may receive federal financial assistance, state financial assistance, or another supportive service.
- (3) "Local housing trust fund" (LHTF) means a local government fund separate from the general fund established by the governing authority of a local municipality or county government with one or more dedicated sources of public revenue and authorized expenditures as provided in this chapter.
- (4) "Regional housing trust fund" (RHTF) means a multi-jurisdictional government fund separate from the general fund and established jointly by the governing authorities of one or more municipalities or county governments with one or more dedicated sources of public revenue and authorized expenditures as provided in this chapter.
- (5) "Special needs housing" means housing or shelter provided by private or public entities including privately operated elderly housing, nursing homes, community residential care facilities, and other special needs population housing facilities regardless of purpose or type of facility.

HISTORY: 2007 Act No. 19, Section 2, eff May 15, 2007.

SECTION 31-22-30. Authority to create Local Housing Trust Fund or Regional Housing Trust Fund.

(A) A local government, including a municipality or county, may create and operate an LHTF or RHTF by ordinance, or join an existing trust fund to implement either a local or regional program for affordable housing as defined in this chapter. A local government may jointly form a regional housing trust fund by ordinance. A regional housing trust fund created under this chapter is subject to the same requirement and has the same power as a local housing trust fund created by an individual local government.

(B) A local government that creates an LHTF or RHTF may finance the LHTF or RHTF with money available to the local government through its budgeting authority unless expressly prohibited by the law of this State. Sources of these funds include, but are not limited to, one or more of the following:

- (1) donations;
- (2) bond proceeds; and
- (3) grants and loans from a state, federal, or private source.

The local government may alter a source of funding for the LHTF or RHTF by amending the ordinance that establishes financing for the LHTF or RHTF, but only if sufficient funds exist to cover the projected debts or expenditures authorized by the LHTF or RHTF in its budget. This chapter does not create, grant, or confer a new or additional tax or revenue authority to a local government or political subdivision of the State unless otherwise provided by the law of this State.

(C) A local government operating an LHTF or RHTF shall safeguard the fund in the same manner as the general fund or a separate utility fund established for specific purposes. The LHTF or RHTF may be included in the required financial expense reports or annual audit for each local government.

(D) A local government operating an LHTF or RHTF may allocate funds to a program that promotes the development or rehabilitation of affordable housing as defined in this chapter. Regarding the distribution of funds from an LHTF or RHTF, preference must be given to a program or project that promotes the development or rehabilitation of affordable housing for an individual or family with an annual income at or below fifty percent of the median income for the local area, adjusted for family size according to current data from HUD, the development or rehabilitation of special needs housing, or the development or rehabilitation of homeless housing.

(E) LHTF or RHTF funds may be used to match other funds from federal, state, or private resources, including the State Housing Trust Fund. A local government shall seek additional resources for housing programs and projects to the maximum extent practicable. A local government shall administer its housing trust fund through new or existing nonprofit organizations to encourage private charitable donation to the funds. Where an LHTF or RHTF receives such a donation, the donation must be used and accounted for in accordance with the provisions of this chapter.

(F) An LHTF or RHTF established, utilized, or funded under this chapter must provide an annual report to the local government that created the fund. The local government shall require the LHTF or RHTF to provide an accounting of its funds each year. This report must be made available to the public by posting on the appropriate website of the local government.

HISTORY: 2007 Act No. 19, Section 2, eff May 15, 2007.

SECTION 31-22-35. Effect of legislation on existing local or regional housing trust funds.

An LHTF or RHTF existing on the effective date of this act shall not be required to alter the existing terms of its governing documents; provided, however, that any alteration or amendment to such governing documents must conform to the provisions of this act.

HISTORY: 2007 Act No. 19, Section 2, eff May 15, 2007.

SECTION 31-22-40. Conflicting laws.

The provisions of this chapter must control where inconsistent with the provisions of another law.

HISTORY: 2007 Act No. 19, Section 2, eff May 15, 2007.

Legislative Services Agency
<http://www.scstatehouse.gov>

The Public Benefits of Safe Affordable Housing

Richland County, South Carolina has a growing unmet need for safe affordable housing that, to address adequately, will require a considerable investment of public resources. However, public sentiment towards affordable housing is often negative. As verified by local political leaders, “Not in My Backyard” or NIMBY concerns, as well as concerns about higher taxes, are effective at blocking affordable housing developments. The extent of the problem, the size of the investment, and the fact that it impacts others justify providing answers to why the public should want to provide safe affordable housing to as many families as possible.

Perhaps the greatest public benefit of safe affordable housing is its role in keeping thousands of families and children from sliding into homelessness. Already, an estimated 12,426 Richland County school students experienced homelessness over the course of the 2017-18 school year, according to the U.S. Interagency Council on Homelessness (2019). But these numbers have the potential to swell even more. The Harvard Joint Center for Housing Studies (2019), reports that nearly 30% of Richland County households (44,152)¹ experience housing stress by spending over 50% of their income on housing and utilities. A medical emergency or some other unfortunate financial occurrence can place any one of these families in jeopardy of losing their homes. Homelessness already places a great deal of stress on many of our social services, schools, law enforcement, and neighborhoods. Preventing further loss of families to this unfortunate circumstance has to be one of our highest priorities.

In addition to preventing the tragedy of homelessness, safe and affordable housing creates a number of economic outcomes that benefit the public. Researchers at the Center for Housing Policy (2011) highlight the following such benefits.

- **One-time and ongoing job creation and spending** – The National Association of Home Builders (NAHB) estimates the creation of as many as 120 jobs during the construction of 100 affordable housing units. Once construction is complete, residents of these units then support as many as 30 new jobs.
- **Positive fiscal impacts for state and local governments** – Local governments tend to gain revenue from permitting and zoning fees, utilities, and property taxes. “The NAHB estimates that 100 units of affordable housing for families generate the same amount of one-time revenue as does a comparable market-

¹ 2013-2017 American Community Survey 5-Year Estimates

rate property.” The Center for Housing Policy shows that the impact of a new affordable housing development on nearby property values is more likely to be neutral or positive than negative, often leading to increased local government property tax revenues.

- **Reducing Foreclosure Risks and Associated Costs** – Low- and moderate-income households that participate in affordable homeownership programs have a much lower risk of delinquency and foreclosure than similar buyers with prime and subprime loans. Reducing foreclosures helps stabilize neighborhoods and saves governments the costs related to property maintenance and/or recovery.
- **Improving Worker and Employer Attraction and Retention** – The need for workforce affordable housing is a growing concern. The Center for Housing Policy (2011) reports survey results that show large employers acknowledging the lack of affordable housing as an impediment to their ability to hold on to qualified employees.
- **Increasing the Buying Power of Residents** – Affordable rent and mortgage payments leave affected families with residual income that is most often used on basic household needs such as food, clothing, healthcare, and transportation. These purchases support the economic viability of the local community.

The Forbes Real Estate Council (2020) notes similar benefits by observing that modern affordable housing (1) attracts diversity, (2) is built on quality that matches or exceeds that of market-rate housing, and (3) provides a boost to local, neighborhood businesses. These traits place affordable rentals in such high demand that they stay rented over a long term and thus provide profitable benefits to its developers, builders, financiers, and managers. The Council also notes that affordable housing rents are reliably paid with the support of vouchers and other subsidies. Comparably, luxury properties have occupancy rates that fluctuate with the economy.

Safe, affordable housing helps to protect public schools, one of our largest public investments. Richland County spends over a half a billion dollars each year on schools, our county’s largest expenditure. Yet, our students perform below state standards on most measures of academic achievement (see latest District Report Cards). The high number of homeless and housing insecure students in our schools contribute to this poor performance. The National Association of Realtors (2016) documents a consistent relationship between housing stability and educational

performance. Who can deny the likelihood that a child without certainty about where he or she will sleep is going to present behavioral problems at school? Whereas children in stable homes are more likely to complete high school, have lower incidents of misbehavior of all kinds, and benefit from the example of their parents successfully managing a large financial commitment by maintaining their home. Enterprise Community Partners (2014) note the detrimental effects of housing instability on educational performance. Students who experience homelessness or constant moves are likely to perform poorly not just for a school year, but throughout elementary school. School districts with a critical mass of these students often see high rates of poor performance regardless of their curricular or academic approach. As described by Enterprise Community Partners, homeless students often meet with dire consequences.

These children are more likely than their peers to drop out of school, repeat grades, perform poorly in school, disengage in the classroom, and suffer from learning disabilities and behavior problems. They may struggle to catch up due to high stress, disrupted school attendance and broken bonds with teachers and friends. These factors are compounded by the impact of traumas often associated with homelessness (family violence, economic crises, etc.).

Safe affordable housing helps to keep everyone healthy. The coronavirus pandemic illustrates our health interdependence. Circumstances that tax our health systems can create stress that impacts all parts of the system and affects all users. As explained by Enterprise Community Partners, “housing instability – including high housing costs in proportion to income, poor housing quality, overcrowding and multiple moves– has serious negative impacts on child and adult health.” The National Poverty Center (2011) documented how unstable living conditions harms both mental and physical health, especially in children. They show that individuals who experienced housing instability within a three-year period are more likely to report anxiety attacks, fair/poor self-rated health, and major or minor depression. Police and emergency room resources are likely to feel the systemic impact of this ill health. As documented by MORE Justice’s work to have law enforcement leaders implement Crisis Intervention Training, police officers are most often called to confront perceived adversarial behavior by individuals with a mental health diagnosis. This is dangerous work for police officers and can result in poor treatment of mentally ill persons. The effects of unstable housing on children are especially worrisome. A group of physicians writing in the American Journal of Public

Health (2011) concluded that “housing insecurity is associated with poor health, lower weight, and developmental risk among young children. Policies that decrease housing insecurity can promote the health of young children and should be a priority.”

Safe, affordable housing is the most efficient way to address the problem of housing insecurity. What we pay for alternative solutions is more costly and less effective. Temporary and emergency housing may rescue a family for a short period of time but does very little for their long-term security. Using jails and hospitals to deal with health issues resulting from the stress of housing insecurity is expensive and too indirect to be effective. Suspending children from school because of their lack of attention and preoccupation with housing uncertainty only buys a moment of relief for teachers and does nothing for the child.

As Richland County works to bring its revenue and expenditures in-line to prioritize affordable housing, policymakers and planners should understand the public benefits of well-designed affordable housing programs. Such programs are needed now more than ever as evidence shows an increasing number of families qualifying for housing assistance. Stable homes lead to stable communities, more effective schools, improved health, and a stronger economy. It is too expensive for us to not realize these benefits.

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Economic Impact of Housing Trust Funds

For housing to be "affordable," that generally means that a household spends 30 percent or less of its income on rent or mortgage payments and utilities. In Richland County, 45 percent of renters spend more than 30 percent of their income on housing costs. That's more than 22,000 families. As stated in Richland County's consolidated plan, there are 13,500 families who can only afford rent at \$370 a month. There are, however, less than 4,000 units available with rent that falls within those parameters.

This is not a problem limited to the very poor. Nurses, police officers, firefighters, military service members, and teachers are important – crucial – members of our community who are statistically likely to experience chronic housing affordability problems. The income earned in these fields is often insufficient for the people who work in them to be able to spend only 30 percent of their income on housing expenses. Those in minimum wage jobs are even more challenged. To afford a one-bedroom apartment at the average rent in Richland County, a person working minimum wage would have to work 89 hours a week.

For most of Richland County's ordinary people, the housing they have is not housing they can really afford. Making rent or a mortgage payment *and* paying for life's other necessities is a delicate balancing act.

The present gap between the need for affordable housing and its availability causes housing-challenged Richland County residents to have to choose between paying rent or buying groceries and paying for medical necessities. The inability of many people to afford their rent has driven up the number of evictions in Richland County – in 2018, Columbia ranked the eighth highest for the number of evictions among urban areas in the United States. Richland County averages 19 evictions every day. While not every eviction results in homelessness, many do. The economic stress on housing-challenged citizens is severe and can be catastrophic.

But the negative financial effects are not felt just by those who most obviously bear the brunt of this problem. The lack of affordable housing in Richland County is an economic drag on the whole community. The ancillary problems this generates hold back economic growth. They siphon public resources that could be put to better use if

those resources did not have to be spent addressing the spinoff problems created by the lack of affordable housing. Evictions precipitated by inability to afford housing take up an inordinate amount of the docket in our magistrates' courts, driving the need to hire more magistrates and more court staff to deal with the rising tide of eviction actions. Evictions are financially devastating for tenants, but they are also money-losers for landlords. And, of course, more people made homeless when they can no longer afford their rent means more public money spent on dealing with the homeless.

More broadly, without a sufficient supply of affordable housing, employers — and entire regional economies — are at a competitive disadvantage because of their difficulty attracting and retaining workers. When workers leave, this causes companies to have to train a new employee for the same job, incurring training costs and paying existing employees to train new ones rather than engage in economically productive activity.

Young children in families who live in unstable housing are 20 percent more likely to be hospitalized than those in stable housing. In addition, households with poor housing quality had 50 percent higher odds of an asthma-related emergency room visit during the period of one study. Other research indicates that five percent of hospital patients — who are responsible for half of the health care costs in the U.S. — are, for the most part, patients who live below the poverty line and are housing insecure. As most of these patients are uninsured and unable to pay a hefty hospital bill, these visits are not revenue-generating events for hospitals.

That is the situation Richland County is in now. We call this a quiet crisis because, despite unaffordable housing situations being quite common, those in them rarely complain. They've been in housing challenged situations so long that unaffordable housing seems normal.

It does not have to be that way. Housing trust funds are a free-market solution. There are some 800 communities with housing trust funds in the United States. Those trust funds generate positive economic activity wherever they are. They largely work by providing developers with incentives to build housing affordability into their projects (typically through real property covenants that provide for a rent maximum tied to a percentage of area median income). In exchange for obligating itself to do that, a developer receives money from the trust fund that goes to help pay the costs of the developer's project. Funding from the trust is usually sought through project-specific applications that are vetted and either accepted or denied by the trustee. When completed, the developed property provides a sustainable stock of affordable housing for the community.

An increase in affordable housing lessens the negative community-wide effects of affordable housing shortages such as the one Richland County is experiencing now. More affordable housing drives down the number of hospital visits, especially non-revenue-generating ones. And, of course, more affordable housing means more money in the pockets of those who were previously housing-challenged — money that flows into

businesses in the community. Additionally, affordable housing options in high opportunity neighborhoods create economically diverse schools, which are 22 times more likely to be high performing than are high-poverty schools.

During the construction of affordable housing — or any kind of housing, for that matter — the local economy benefits directly from the funds spent on materials, labor, and the like. Creating housing units means creating jobs for those involved in the construction. Further, if a builder is purchasing windows and doors from a local supplier, the supplier may have to spend money on materials and hire additional help to complete the order — an example of an indirect positive financial effect. Also, the construction workers, glass cutters, and landscapers are likely to spend a portion of their wages at the local grocery store, shopping mall, or restaurant. Taken together, the indirect and induced impacts of housing construction on the local economy are often called “ripple” or “multiplier” effects. These effects are maximized in localities where construction-related suppliers and other business establishments are prevalent. Richland County is such a place.

If Richland County established a housing trust funded through a two-mill property tax increase, that would mean a tax increase of roughly \$8 a year for the owner of a house worth \$100,000.00. Respectfully to any such homeowner who may object to such an increase, an examination of the negative economic effects driven by the present housing situation would show that *not* having a vigorously funded housing trust is costing that homeowner well over than \$8 a year right now.

A millage increase dedicated to a housing trust fund would provide the significant, dedicated funding that the Mescher Act requires for such a fund under South Carolina law. Funding for the trust, however, would not need to be limited to millage-based funding or even government funding. A housing trust fund would be permitted to receive funding from other local governments, such as from the City of Columbia, through government grant funding, and from donations from the private sector. The nonprofit corporation trustee would be a 501(c)(3) charitable organization, providing a tax benefit to private donors to the fund.

Richland County can't afford *not* to put a robust housing trust fund in place. As the COVID-19 crisis continues, its economic effects are only beginning to be felt. The ability of ordinary people in Richland County to afford their homes will be challenged more than ever. An already critical need will only be heightened as the effects of this crisis unfold



Text File

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Bill No: 2016-0602, **Version:** 4

Committee: Committee on Land Use and
Economic Development

Status: Passed Finally

Ordinance supplementing the Pittsburgh Code of Ordinances, Title Two--Fiscal, Article V--Special Funds, to add a new Chapter [232] 234, "Housing Opportunity Fund", to stabilize communities and protect the public welfare by creating the Pittsburgh Housing Opportunity Fund (the "Fund"), to create a budget obligation for the Fund, to establish the purposes for which monies in the Fund may be used; and to create a Housing Opportunity Fund Governing Board and Advisory Board.

Whereas the Council of the City of Pittsburgh finds as follows:

1. Much of the City's housing stock is older and in need of repair, and many existing and prospective homeowners lack the resources to make necessary repairs. Repairing the existing housing stock helps to stabilize neighborhoods by maintaining property values in the surrounding neighborhood, reducing the incidence of vacancy and blight, and decreasing the need for City-funded demolition.
2. Much of the City's housing stock is not energy efficient, and many property owners lack the resources to make energy efficiency improvements. Improving energy efficiency can help reduce utility costs and provide relief for families with severe housing cost burden. It can also help reduce the City's carbon footprint.
3. Many Pittsburgh neighborhoods have very low rates of homeownership and high rates of absentee-owned properties. Increasing resident ownership of housing gives people more of a stake in the upkeep of their communities and helps to stabilize neighborhoods.
4. The City is experiencing a shortage of decent, safe and sanitary housing that is affordable to extremely low-income families and individuals. The shortage of housing that is affordable to extremely low income families forces them to pay more for housing than they can afford, which reduces the supply of housing that would otherwise be available for families and individuals at other income levels and creates a ripple effect of unaffordability.
5. Over 23,000 Pittsburgh households are paying more than half of their household income on housing costs. This severe cost burden can make these households vulnerable to eviction, foreclosure, utility termination, and other hardships.
6. Many very-low income and extremely low-income families and individuals in Pittsburgh need better access to opportunity resources - such as public transportation, jobs, safe neighborhoods, high-quality schools, child care and grocery stores - that can help to improve their and their children's health, safety and economic self-sufficiency.
7. The City is also experiencing a shortage of decent, safe and sanitary housing that is accessible to people with mobility impairments and other disabilities.

8. At any given time, there is an average of more than 2000 homeless households on a waiting list for housing and homeless services in Pittsburgh and Allegheny County.
9. Existing affordable housing resources provide relatively short periods of affordability. This can cause the City to invest its limited resources into preserving the existing affordable housing stock instead of expanding the supply. Financing mission-driven developers and prioritizing permanent affordability will help maximize the effectiveness of the City's housing resources.
10. The City and its authorities have experienced steady decreases in funding from federal and state resources for investment in neighborhood development and affordable housing projects.
11. Establishing a Pittsburgh Housing Opportunity Fund will provide needed resources to help stabilize and improve Pittsburgh's neighborhoods, to support the development and preservation of affordable and accessible housing in areas with good access to public transit, jobs, good schools, child care, grocery stores and other amenities that individuals and families need to improve their and their children's health, safety and economic self-sufficiency, and to address other critical housing needs.

NOW, THEREFORE, BE IT RESOLVED, THAT THE COUNCIL OF THE CITY OF PITTSBURGH HEREBY ENACTS AS FOLLOWS:

The Pittsburgh Code, Title Two--Fiscal, Article V--Special Funds, is hereby amended by adding a new Chapter [232] 234, "*Housing Opportunity Fund*".

[232] 234.01 Definitions.

- (a) "*Accessible*" means housing that meets the design standards most recently published by the American National Standards Institute (ANSI) for Accessible Units or for Units with Accessible Communication Features, as applicable.
- (b) "*Advisory Board*" means the 17-member board described in Section [232] 234.06 of this Chapter.
- (c) "*Affordable*" means housing related expenses do not exceed 30% of a household's gross income. When used in conjunction with a specific income target (e.g., *affordable to households earning at or below 50% of AMI*), the term means housing expenses do not exceed 30% of the gross income of the highest income household within the target category. If no income target is specified, "affordable" shall be construed as referring to an income target of 80% of AMI.
- (d) "*Area Median Income*" or "*AMI*" means the median household income for the Pittsburgh metropolitan area published annually by the U.S. Department of Housing and Urban Development ("HUD").
- (e) "*Deed Restricted Affordable Housing*" means real estate that is required to be used as affordable housing for a period of time pursuant to a restrictive covenant or similar enforceable, recorded instrument, with income targets that are no higher than 80% of AMI. The term shall include, but not be limited to, HUD multifamily housing and Low Income Housing Tax Credit projects authorized by applicable law.
- (f) "*Extremely Low Income*" means having a household income that is at or below 30% of AMI.
- (g) "*Family Sustaining Rental Housing*" means rental housing that is affordable to households earning at or

Committee: Committee on Land Use and Economic Development

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below 50% of AMI. The term shall not include lease purchase or cooperatively owned housing.

(h) “*Governing Board*” means the Urban Redevelopment Authority of Pittsburgh (“URA”) Board of Directors.

(i) “*Housing Assistance to Individuals*” means housing assistance that is provided directly to low-income persons, including but not limited to owner-occupied home rehabilitation or repair services; owner-occupied home energy efficiency upgrades; foreclosure prevention and mitigation services; and rapid rehousing services.

(j) “*Low Income*” means having a household income that is at or below 80% of AMI.

(k) “Mid and Lower Market” shall have the meaning specified in the performance measures created by the p4 Performance Measures Project in October, 2016.

(l) “*Neighborhood-Based Non-Profit*” means (1) a Non-Profit that has a substantial base of operations within the neighborhood where the housing to be funded by the Housing Opportunity Fund is located, or (2) a Tenant Association that represents the tenants in the housing to be funded by the Housing Opportunity Fund.

(m) “*Non-Profit*” means a non-profit organization that (i) is exempt from taxation under Section 501(c)(3) of the Internal Revenue Code and (ii) has providing affordable housing or combating community deterioration among its tax exempt purposes. The term shall not include a non-profit organization that is controlled by a for-profit or public entity.

(n) “*Owner-Occupant*” means a natural person with a legal or equitable ownership interest in property which is the primary residence of the person.

(o) “*Permanently Affordable*” means housing that is subject to a deed restriction, ground lease, shared equity agreement, or similar enforceable, recorded instrument that (1) in the case of rental or cooperatively owned housing, requires all current and subsequent owners to maintain the housing as affordable for a period of at least 99 years or for the life of the building, or (2) in the case of for-sale housing, restricts the resale price to subsequent home buyers to an affordable price for a period designed to maintain the housing as affordable for at least 99 years or for the life of the building.

(p) “*Preservation of Deed Restricted Affordable Housing*” means the rehabilitation, redevelopment or replacement of Deed Restricted Affordable Housing, in order to extend the long term affordability and habitability of the units, such that there is no net loss in affordability and all affordable units are maintained or replaced in locations that are no less desirable than the original location.

(q) “*Tenant Association*” means a membership association consisting of the residents of a residential development that operates democratically, is representative of all residents in the development, and is completely independent of owners, management, and their representatives. An association that otherwise satisfies the foregoing criteria shall not be disqualified solely because it has an ownership interest in the residential development.

(r) “*Very Low Income*” means having a household income that is at or below 50% of AMI.

(s) “*Universal Design*” means housing that meets the design requirements specified in Title Two, Section 265.04.1(2)(b) of the Pittsburgh Code on all floors and in all common areas and public spaces..

[232] 234.02 Establishment of the Pittsburgh Housing Opportunity Fund

Committee: Committee on Land Use and Economic Development

Status: Passed Finally

(a) The Pittsburgh Housing Opportunity Fund (“Fund”) shall be created by the Office of the Controller, **and managed by the Office of Management and Budget** as a separate fund for the purpose of supporting the development and preservation of affordable and accessible housing in the City of Pittsburgh as more particularly specified in Sections [232] 234.03 and [232] 234.04 of this Chapter. The City may appropriate revenue and the Fund may receive monies from sources as deemed appropriate and consistent with the purposes set forth in this Chapter and applicable law.

(b) It is the intent of the City Council that the Fund have a goal of \$10 million or more per year in annual revenue after a corresponding amount of budgeted legal revenue has been identified, a new legal revenue line in the said amount has been established or a combination of both.

(c) The dedication of any revenue must be consistent with the City of Pittsburgh Act 47 plan and Act 11 (Intergovernmental Cooperation Authority) agreements, as applicable, and the City’s annual five year plan. Unless Council approves a dedicated source of annual funding, the actual amount of funds shall be contingent upon annual appropriation of Council.

(d) Monies allocated for the Fund must be used exclusively for purposes consistent with this Chapter and applicable law. Therefore, any assets remaining in the Fund at the end of any fiscal year shall be carried into the next fiscal year, including all interest and income earned, as well as any repayments or forfeitures of loans and/or grants.

(e) It is the intent of this Chapter that the Trust Fund provide net new resources for affordable housing in the City of Pittsburgh, and that the Fund not be used to substitute or supplant existing resources.

[232] 234.03 Disbursement of Fund Assets

(a) Funds appropriated from the Opportunity Fund shall be consistent with an annual allocation plan (AAP), created by the Advisory and Governing Boards, as described below. The AAP shall outline the types of programs, projects, and activities that are eligible for Opportunity Fund investment. Each year the Advisory Board shall provide an opportunity for public comment on the AAP and shall submit the AAP to Council for review and approval, prior to the passage of the budget. Such programs, projects, and activities shall:

1. Preserve existing affordable housing through investments such as home rehabilitation or repair (both owner-occupied and one- to three-unit rental); down payment/closing cost assistance; homeownership counseling, pre or post purchase; foreclosure prevention and mitigation; tangled title assistance; energy efficiency; and a tenant purchase fund that supports tenants in the process of acquiring a controlling interest in expiring affordable housing.
2. Rehabilitate, redevelop, or replace existing Deed Restricted Affordable Housing in order to extend the long term affordability and habitability of the units.
3. Increase the accessibility of new and existing affordable housing to seniors and people with disabilities.
4. Increase the production of affordable housing for sale or rental so as to ensure that communities

Committee: Committee on Land Use and Economic Development

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experiencing rapid growth and escalating housing costs continue to have Family Sustaining Rental Housing and ensure that Very Low Income families have opportunities to live in housing in areas of high opportunity or consistent with a neighborhood revitalization plan.

5. Prevent or reduce homelessness by increasing the supply of homes with supportive services available to people at imminent risk of homelessness or experiencing homelessness. The Fund can also be used for programs including rental assistance, rapid re-housing, permanent supported housing, housing first and/or other homeless housing purposes, especially for youth, families, seniors, veterans, people who are chronically homeless and those with disabilities.

6. Provide for funding projects that promote permanently affordable housing through structures such as tenant purchase, community land trusts, shared-equity or deed restrictions placed upon the land.

7. Stabilize Mid and Lower Market Neighborhoods through activities such as making affordable loan products and grants available for the construction or rehab of owner-occupied homes or financing the purchase and rehabilitation of vacant structures by Neighborhood-Based Non-Profits for affordable homeownership.

8. Advance any additional housing needs and leverage additional funding opportunities for affordable housing and neighborhood stabilization as they arise. To that end, the Governing Board may provide such additional uses and goals consistent with the purposes of this Chapter and the findings listed by City Council based upon the recommendation of the Advisory Board after public notice and an opportunity for comment.

(b) Up to 10% of annual Fund expenditures may be used for administrative expenses, which shall include the URA's reasonable and necessary cost of administration and the preparation of the Annual Audit and Report by the Governing Board and the Advisory Board pursuant to an annual budget reviewed ~~and approved~~ by the Advisory Board.

[232] 234.04 Priorities and Restrictions

(a) The AAP shall:

1. Outline an open and competitive selection process for all projects receiving Fund investment.

2. Establish evaluation criteria for awards that are consistent with the goals and purposes of this Chapter and the findings listed by City Council. At a minimum, the evaluation criteria shall include, as relevant: depth of affordability; length of affordability commitments; geographic distribution of funds; coordination with a neighborhood revitalization plan; affirmatively furthering fair housing; accessibility features; energy efficiency; cost effectiveness; readiness to proceed, and access to frequent transit and walkable/bikeable streets.

3. Set standards by which all applicants with projects of four units or more will be required to demonstrate community engagement to understand needs, align development interests, and maximize community participation and partnerships. Any project presented for community input must be documented as substantially similar to the project included in the application. At a minimum, all applicants with projects of four units or more must provide a memorandum of understanding with a Neighborhood-Based Non-Profit organization. The Governing Board may allow for exceptions where:

a. The rehabilitation of rental units are in exchange for enforceable

Committee: Committee on Land Use and Economic Development

Status: Passed Finally

- b. commitments to accept rental assistance and provide housing for special needs populations;
 - c. The project is necessary to affirmatively further fair housing and there is no Neighborhood-Based Non-Profit that is willing or available to participate;
 - d. There are no Neighborhood-Based Non-Profits in the neighborhood where the project is located; or
 - e. Any additional provisions consistent with this Chapter
4. Require that all housing production or preservation projects of four units or more (for sale or rental) have a Non-Profit applicant. The Advisory Board and Governing Board will give added weight to projects where a Neighborhood-Based Non-Profit Organization is a partner with the ability to approve major project decisions and acquire the property. .

(b) The AAP shall set the following income targets for the overall investment of fund assets in projects, programs, and activities:

50% of funds must benefit families and individuals at or below 30% AMI.

25% of funds must benefit families and individuals at or below 50% AMI.

25% of funds should benefit families and individuals at or below 80% AMI. by providing or supporting homeownership opportunities. ~~and by providing down payment and closing cost assistance to first-time homebuyers consistent with the income targets used by the Pittsburgh Home Ownership Program (PHOP). Except for down payment and closing cost assistance, all fund assets must benefit families and individuals at or below 80% AMI.~~

1. 80% AMI may only be exceeded for funds used to provide or support homeownership opportunities by providing down payment and closing cost assistance to first-time homebuyers consistent with the income targets and policies used by the Pittsburgh Home Ownership Program (PHOP).

(c) The AAP shall set targets regarding permanent affordability for the overall investment of Fund assets in projects and the Governing Board shall develop an implementation plan for achieving the same, with review and input by the Advisory Board. Within five years, the target shall be for at least 50% of all housing produced or preserved through investments of Fund assets in the aggregate, in projects of four units or more, shall be Permanently Affordable. The AAP may allow for operating and capacity support for community land trusts in order to meet the 50% target.

(d) All other housing that is produced or preserved through an investment of Fund assets, excluding investments in projects, programs, or activities that provide Housing Assistance to Individuals, shall meet or exceed the following affordability/repayment requirements:

1. For rental housing, the minimum affordability periods required under the federal HOME

program at 24 CFR 92.252, or such longer affordability periods as the Governing Board may adopt.

2. For for-sale housing, the Fund assets shall be in the form of a secured loan that must be repaid upon conversion of the unit to a use other than owner-occupied housing or upon sale of the unit to a purchaser who is not Low Income. The Governing Board, at its discretion, may require earlier repayment of any or all of the Fund loan and may subordinate the Fund mortgage to other financing.

3. Lease-purchase housing shall be treated as rental housing until the units are sold to the tenants, at which time the minimum affordability periods required under the federal HOME program at 24 CFR 92.254 shall apply from the date of the most recent investment of Fund assets.

(e) All new construction and all projects of four units or more receiving an investment of Fund assets shall target to meet or exceed the following goals, to the greatest extent feasible:

1. A minimum of 10% of units shall be accessible to individuals with mobility impairments and a minimum of 4% shall be accessible to individuals with sensory impairments.
2. All units shall meet visitability standards.
3. All projects shall maximize the number of units that meet Universal Design standards.

(f) All programs, projects, and activities funded by the Fund shall adhere to the City's Equal Opportunity policies and the City's obligations to Affirmatively Further Fair Housing.

(g) When Fund assets are used to preserve Deed Restricted Affordable Housing, the Governing Board shall, to the greatest extent feasible, ensure that: there is no net loss in affordability; all affordable units are maintained or replaced in locations that are no less desirable than the original location; all existing residents are given their choice to live in the redeveloped housing or receive comparable relocation housing; and replacement housing is built first or otherwise phased so that residents will not be required to make more than one move.

(h) It is the intent of this Chapter that rental projects supported by the Fund be owned and managed by responsible landlords. To that end, Fund assets shall not be disbursed for projects, programs, or activities where the property owner or related party has outstanding tax or municipal claims or has failed to comply with City codes or policies or other applicable legal obligations. The Advisory Board may make appropriate exceptions where the funds will be used to bring rental property into compliance, subject to Governing Board approval.

(i) Rehabilitation and repair services funded by the Fund shall be performed in a responsible manner and shall have obtained all required permits have been secured prior to the start of work. At a minimum, contractors performing skilled labor must demonstrate PA Home Improvement Consumer Protection Act registration, federal Environmental Protection Agency lead safe work practices certification if they will be working on a pre-1978 home and the work will disturb a coated surface, and that skilled labor will be performed or inspected by a licensed tradesperson. The Governing Board may make exceptions for property owners and volunteer or training organizations who will be self-performing non-skilled labor.

(j) All rental housing receiving an investment of Fund assets must adhere to the tenant and applicant protections required under the federal HOME program at 24 CFR 92.253, or such stronger tenant and applicant protections as the Governing Board may require, for the duration of the affordability period required under Section [232] 234.01(a)(1) of this Chapter.

[232] 234.05 Governing Board

(a) Upon adoption of a resolution accepting the responsibilities of the governing board as set forth in this chapter, The URA Board shall serve as the Housing Opportunity Fund Governing Board (the “Governing Board”). The Governing Board shall:

1. Ensure that the AAP and all decisions to fund programs, projects, and activities comply with the requirements of this Chapter and all applicable laws and ethical requirements.
2. Issue requests for proposal for Fund assistance, based on the draft requests for proposals and recommendations provided by the Advisory Board and consistent with the AAP and all applicable laws.
3. Make final decisions regarding the disbursement of fund assets, consistent with the requirements of this Chapter and based on recommendations of the Advisory Board. The Governing Board shall not approve any project for funding that has not first been reviewed and ~~recommended for approval~~ **discussed** by the Advisory Board.
4. Enter into agreements to disburse fund assets for projects, programs, and activities consistent with applicable laws.
5. Establish additional priorities consistent with the purposes and intent of this Chapter for inclusion in the AAP based on recommendations of the Advisory Board.
6. Ensure the alignment of Fund disbursements with the City’s other affordable housing resources.
7. Seek contributions from non-City sources to supplement the assets of the Fund.
8. Commission Annual Audits and Annual Reports pursuant to Section [232] 234.09 of this Chapter.

(b) The Governing Board shall meet in regular session at least quarterly and shall conduct its first meeting no later than sixty (60) calendar days after adoption of the resolution of the URA Board as described above. Meetings of the Governing Board, which may be combined with meetings of the URA Board, shall be public and shall be advertised in a manner designed to ensure that the decisions of the Governing Board are open and transparent. The Governing Board shall also provide a mechanism through which interested persons may request and receive timely notification of regular and special meetings, which shall include at a minimum a description of the material terms of financing decisions that will be under consideration. The Governing Board shall allow for public comment on matters up for deliberation at each public meeting, and shall make publicly available a summary of actions taken at each meeting within ten (10) business days. This summary will be unofficial until approved and adopted by the Governing Board.

Committee: Committee on Land Use and Economic Development

Status: Passed Finally

[232] 234.06 Advisory Board

(a) A Housing Opportunity Fund Advisory Board (the “Advisory Board”) is hereby created to:

1. Develop a draft AAP subject to approval by the Governing Board and City Council, as provided herein.
2. Provide recommendations to the Governing Board concerning additional fund priorities.
3. Prepare draft requests for proposals for Fund assistance.
4. Provide recommendations to the Governing Board concerning the disbursement of Fund assets.
5. Make recommendations to the Mayor and City Council regarding funding levels for the Fund, potential additional funding sources, and potential additional funding priorities.

(b) The Advisory Board shall initially be comprised of seventeen (17) persons appointed by the Mayor to four-year staggered terms and approved by the City Council as follows:

1. One member from the Mayor’s Office
2. One member of City Council
3. One member from the Urban Redevelopment Authority
4. One member from the Housing Authority of the City of Pittsburgh
5. One member who is a low income tenant earning less than 50% of AMI or who represents a Tenant Association, a majority of whose members are tenants who earn less than 50% of AMI.
6. One member who is a low-income homeowner earning less than 80% of AMI or who represents low income homeowners and resides in a CDBG-eligible census tract
7. One member from the non-profit community
8. One member who is homeless, formerly homeless, has a disability, or is an advocate for persons who are homeless and/or have disabilities
9. One member from the for-profit development community
10. One member from the non-profit development community
11. Five members from Neighborhood Based Nonprofits that serve a low-income population and who reside in a CDBG-eligible Census Tract in each geographic region of the city (north, south, east, west, and central).
12. One member from a lending institution
13. One member who is a fair housing advocate.

(c) The Mayor may appoint, subject to the approval of City Council, one or more additional persons to the Advisory Board as necessary to secure non-City contributions to the Fund.

(d) The Advisory Board shall meet in regular session at least quarterly and shall conduct its first meeting no later than thirty (30) calendar days after its members are appointed. Meetings of the Advisory Board shall be

Committee: Committee on Land Use and Economic Development

Status: Passed Finally

public and shall be advertised in a manner designed to ensure full and meaningful public participation in Advisory Board decisions. The Advisory Board shall also provide a mechanism through which interested persons may request and receive timely notification of regular and special meetings, which shall include at a minimum a summary of the matters that will be under consideration. The Advisory Board shall allow for public comment on matters up for deliberation at each public meeting, and shall make publicly available a summary of actions taken at each meeting within ten (10) business days. This summary will be unofficial until approved and adopted by the Advisory Board.

(e) No later than June 30 of each year, the Advisory Board shall develop a draft AAP to determine the use of funds for the following year and to govern the selection of programs, projects, and activities, consistent with the provisions of this Chapter and applicable law. The Advisory Board shall provide an opportunity for public comment and shall submit its proposed AAP to the Governing Board for review no later than August 31. The Governing Board shall review the proposed AAP to ensure that it complies with the requirements of this Chapter and to all other applicable laws and ethical requirements, and shall promptly work with the Advisory Board to correct any deficiencies. The Governing and Advisory Boards shall submit the AAP to City Council for review no later than October 31. Any decision to reject or modify the AAP must be made by City Council no later than December 31 for adoption by the Governing Board in January of the following year.

[232] 234.07 Administration and Management of Funds

(a) The City shall enter into an Intergovernmental Cooperation Agreement with the URA to provide implementation support and administer Fund assets, in a form acceptable to the City Solicitor. The agreement shall be transmitted to the City Clerk for distribution to City Council. The Agreement shall provide substantially as follows:

1. The URA will perform administrative functions related to the operations of the Fund and will provide staff support and technical assistance to the Governing and Advisory Boards.
2. Specific duties will include:
 - a. Administration and Fund management;
 - b. Technical review and underwriting of proposals;
 - c. Construction review and monitoring;
 - d. Approval of draw requests and disbursement of funds;
 - e. Loan management and servicing;
 - f. Reporting;
 - g. Compliance monitoring and enforcement;
 - h. Staff support for the Advisory and Governing Boards to assist with preparation of the draft and final AAP; and
 - i. Additional duties as may be determined by the Advisory Board and Governing Board.

Committee: Committee on Land Use and Economic Development

Status: Passed Finally

3. Opportunity Fund assets shall be accounted for separately from other funds held by the City and URA.

4. Generally accepted accounting principles (GAAP) for state and local governments, as defined by the Government Accounting Standards Board (GASB), shall be used in the management of all Fund accounts.

[232] 234.08 Annual Audit and Report

(a) Within 90 days after the end of the fiscal year, the Governing Board shall commission an Annual Audit (the "Audit") of Fund income and expenditures for the previous fiscal year. The Audit shall be completed no later than 180 days after the end of the fiscal year. Copies of the Audit shall be provided to City Council, the Mayor, the Governing and Advisory Boards, and shall be made publicly available with the Annual Report. The Audit shall include an account of all administrative expenses sufficient to demonstrate that the expenses are reasonable and necessary to the administration of the Fund.

(b) The Governing Board shall commission an Annual Report on the activities of the Opportunity Fund in the previous fiscal year. The Annual Report shall be completed no later than 180 days after the end of the fiscal year. Copies of the Annual Report shall be provided to City Council, the Mayor, the Governing and Advisory Boards, and shall be made publicly available with the Audit. The Annual Report shall:

1. Provide total numbers of housing units produced, homes preserved, and households prevented from being displaced or becoming homeless as a result of Fund support.

2. List projects, programs, and activities funded through the Fund.

3. Report on funds expended and dollars leveraged by Fund funds.

4. To the extent feasible, report in aggregate form the number of households benefiting from the Fund by income level, geographic distribution, family size, and other criteria as requested by the Advisory Board.

5. Report in aggregate form rents and sale prices of units produced, the number of accessible units built, the number of such units occupied by disabled individuals, and other criteria as requested by the Advisory Board.

6. Report on Opportunity Fund expenditures in each of the income targets specified in Section [232] 234.05(a)(4) of this Chapter.

[232] 234.09 Effective Date.

This Chapter shall become effective upon enactment.

Article 8: Housing

Division 5: San Diego Housing Trust Fund

(“San Diego Housing Trust Fund” added 4-16-1990 by O-17454 N.S.)

§98.0501 Purpose and Intent

- (a) It is the intent of the City Council to create an Affordable Housing Fund as a permanent and annually renewable source of revenue to meet, in part, the housing needs of the City’s *very low*, *low*, and *median income* households. There are households which are income eligible and also possess one or more of the following characteristics; (1) they are burdened by paying more than thirty percent (30%) of their gross income for housing costs; (2) they live in overcrowded conditions; (3) they live in substandard housing units; (4) they are homeless individuals and families; or (5) they consist of individuals and families with special housing needs such as the elderly, the developmentally disabled, the mentally ill, the physically disabled, single parent households and large families.
- (b) The Affordable Housing Fund will serve as a vehicle for addressing very low, low, and median income housing needs through a combination of funds as provided for in these regulations.
- (c) It is the intent of the City Council to address a significant portion of the City’s current and projected very low, low, and median income housing need by leveraging every one dollar of City funds allocated to the Fund with two dollars of non-City subsidy capital funds.
- (d) It is further the intent of the Council to foster a mix of family incomes in projects assisted by the Fund and to disperse affordable housing projects throughout the City, in accordance with its Balanced Communities Policy and its intent to achieve a balance of incomes in all neighborhoods and communities so that no single neighborhood experiences a disproportionate concentration of housing units affordable to very low, low, and median income households.
- (e) It is the purpose and intent of this part to preserve and maintain renter and ownership housing units which are affordable to low, very low, and moderate income households and are located within the City, including federally assisted units and units located in mobile home parks.

- (f) It is the further intent of the City Council to foster and encourage the private sector to join with the public sector and the nonprofit sector to further the goals of this ordinance.

(Amended 6-3-2003 by O-19190 N.S.)

§98.0502 Establishment of the San Diego Affordable Housing Fund

- (a) There is hereby established a fund to be known and denominated as the San Diego Affordable Housing Fund. The Affordable Housing Fund shall consist of funds derived from the commercial development linkage fees paid to the City pursuant to Chapter 9, Division 6, Article 8 of the San Diego Municipal Code; revenues from the Transient Occupancy Tax as provided in Section 35.0128 of the San Diego Municipal Code; funds derived from in lieu fees paid to the City pursuant to Chapter 14, Article 2, Division 13; revenues received from the use of a shared-equity program pursuant to Section 142.1309(e) of the San Diego Municipal Code; and any other appropriations as determined from time to time by legislative action of the City Council. The Affordable Housing Fund shall be administered by the San Diego Housing Commission pursuant to the provisions of this Division, the appropriation ordinances and Council policies applicable thereto.
- (b) There is also hereby established within the Affordable Housing Fund, a San Diego Housing Trust Fund account. Except for funds received from in lieu fees paid to the City pursuant to Chapter 14, Article 2, Division 13 and revenues received from the use of a shared-equity program pursuant to Section 142.1309(e) of the San Diego Municipal Code, all funds received by the Affordable Housing Trust Fund, either from special funds or general fund appropriations, shall be deposited in the Housing Trust Fund account. The administration and use of monies from the San Diego Housing Trust Fund shall be subject to all provisions under this Division related to the Affordable Housing Fund.
- (c) There is also hereby established within the Affordable Housing Fund, an Inclusionary Housing Fund account. Funds received from in lieu fees paid to the City pursuant to Chapter 14, Article 2, Division 13 and revenues received from the use of a shared-equity program pursuant to Section 142.1309(e) of the San Diego Municipal Code shall be deposited in the Inclusionary Housing Fund account. The administration and use of monies from the Inclusionary Housing Fund shall be subject to all provisions under this Division related to the Affordable Housing Fund.

(“Definitions” repealed; “Establishment of the San Diego Housing Trust Fund and Trust Fund Account” renumbered from Sec. 98.0503, retitled and amended 6-3-2003 by O-19190 N.S.)

Ch.	Art.	Div.	
9	8	5	2

§98.0503 Purpose and Use of Affordable Housing Fund and Monies

- (a) The Affordable Housing Fund shall be used solely for programs and administrative support approved by the City Council in accordance with Section 98.0507 to meet the housing needs of *very low income*, *low income* and *median income* households. In addition, for homeownership purposes only, these funds may be utilized to meet the housing needs of *moderate income* households where *moderate income* has the same meaning as in San Diego Municipal Code Section 113.0103. These programs shall include those providing assistance through production, acquisition, rehabilitation and preservation.
- (b) Principal and interest from loan repayments, proceeds from grant repayments, forfeitures, reimbursements, and all other income from Affordable Housing Fund activities, shall be deposited into the Affordable Housing Fund. All funds in the account shall earn interest at least at the same rate as pooled investments managed by the Treasurer. All interest earnings from the account shall be reinvested and dedicated to the account. All appropriated funds in the Affordable Housing Fund account shall be available for program expenditures as directed by the Commission and pursuant to Section 98.0507. The City’s Annual Appropriation Ordinance shall provide for the transfer of designated funds to the Affordable Housing Fund. Transfers shall be made quarterly or upon direction of the City Manager. Transferred funds shall accrue interest from the time of transfer.

(“Establishment of the San Diego Housing Trust Fund and Trust Fund Account” renumbered to Sec. 98.0502; “Purpose and Use of Housing Trust Fund and Monies” renumbered from Sec. 98.0504, retitled and amended 6–3–2003 by O–19190 N.S.) (Amended 1-23-2009 by O-19825 N.S; effective 2-22-2009.)

§98.0504 Purpose and Use of San Diego Housing Trust Fund Account

- (a) The San Diego Housing Trust Fund may be used in any manner, through loans, grants, or indirect assistance for the production and maintenance of assisted units and related facilities. The San Diego Housing Trust Fund monies shall be distributed to the target income groups according to the following guidelines:
 - (1) No less than ten percent (10%) of the funds in the San Diego Housing Trust Fund account shall be expended to provide transitional housing for households who lack permanent housing;

- (2) Not less than sixty percent (60%) of the funds in the Trust Fund account shall be expended to provide housing to *very low income* households at *affordable housing costs*.
 - (3) No more than twenty percent (20%) of the funds in the San Diego Housing Trust Fund account shall be expended to provide housing to *low income* households at *affordable housing costs*;
 - (4) No more than ten percent (10%) of the funds in the San Diego Housing Trust Fund account shall be expended to assist *median income* and *moderate income* first-time home buyers purchase a home at an *affordable housing cost* with special consideration given to those proposals (1) involving neighborhoods that are predominately *low income* with substantial incidence of absentee ownership, or (2) which further the goals of providing economically balanced communities. *Affordable housing cost*, as defined for moderate income home buyers, shall also be consistent with California Health and Safety Code section 50052.5 for those households at or exceeding 100 percent (100%) of area median income.
- (b) The San Diego Housing Commission shall ensure that a program to increase the capacity of nonprofit organizations to develop and operate housing for *very low, low, median and moderate income* households be included in the Affordable Housing Fund Annual Plan to be submitted to the City Council in accordance with Section 98.0507. Through such a program, the Housing Trust Fund may fund training programs for non-profit organizations, and provide funds for administrative support. Furthermore, the San Diego Housing Commission shall ensure that technical assistance related to the preparation of project proposals is made available to nonprofit organizations requesting such assistance.
- (c) Funds shall not be used for the operation of supporting services such as child care or social services unless:
- (1) The funds are used in connection with transitional housing or in neighborhoods where the addition of units will create the need for supportive services.
 - (2) The recipient can demonstrate to the Commission that other funds are not available, and
 - (3) No more than twenty-five percent (25%) of the loan, grant or assistance is designated for such services. Whenever such funds are disbursed from the Trust Fund account, the San Diego Housing Commission shall determine the terms and conditions which shall be attached to the grant or loan of those funds.

*(“Purpose and Use of Housing Trust Fund and Monies” renumbered to Sec. 98.0503; “Purpose and Use of San Diego Housing Trust Fund Account” added 6-3-2003 by O-19190 N.S.)
(Amended 1-23-2009 by O-19825 N.S; effective 2-22-2009.)*

§98.0505 Purpose and Use of San Diego Inclusionary Housing Fund Account

- (a) The Inclusionary Housing Trust Fund shall be used solely for programs and administrative support approved by the City Council pursuant to the provisions of Section 98.0507.
- (b) Priority for the expenditure of funds from the Inclusionary Housing Trust Fund shall be given to the construction of new affordable housing stock. The monies may also be allowed to be expended for other programs administered by the San Diego Housing Commission if approved by the City Council in the Affordable Housing Fund Annual Plan, pursuant to the provisions of this Division.
- (c) Priority for the expenditure of funds from the Inclusionary Housing Trust Fund shall be given to the Community Planning Area from which the funds were collected. The funds shall be used to promote and support the City’s goal of providing economically balanced communities.

(“Term of Affordability” renumbered to Sec. 98.0506; “Purpose and Use of San Diego Inclusionary Housing Fund Account” added 6-3-2003 by O-19190 N.S.)

§98.0506 Term of Affordability

- (a) Whenever funds from the Affordable Housing Fund are used for the acquisition, construction or substantial rehabilitation of an affordable rental or cooperative unit, the San Diego Housing Commission shall impose enforceable requirements on the owner of the housing unit that the unit remain affordable for the remaining life of the housing unit, assuming good faith efforts by the owner to maintain the housing unit and rehabilitate it as necessary. The remaining life of the housing unit shall be presumed to be a minimum of fifty-five (55) years.
- (b) Whenever funds from the Affordable Housing Fund are used for the acquisition, construction or substantial rehabilitation of ownership housing, the San Diego Housing Commission shall impose enforceable resale restrictions on the owner to keep the housing unit affordable for the longest feasible time, while maintaining an equitable balance between the interests of the owner and the interests of the San Diego Housing Commission.

Ch.	Art.	Div.	
9	8	5	5

- (c) For programs funded with funds from the Affordable Housing Fund which are not described in (a) or (b) above, the Commission shall develop appropriate mechanisms to ensure affordability which shall be described in the San Diego Housing Fund Annual Plan.
- (d) The affordability restriction requirements described in this section shall run with the land and the Commission shall develop appropriate procedures and documentation to enforce these requirements and shall record such documentation in the Official Records of the Recorder of San Diego County.

(“Three Year Program” renumbered to Sec. 98.0507; “Term of Affordability” renumbered from Sec. 98.0505 and amended 6-3-2003 by O-19190 N.S.)

§98.0507 Affordable Housing Fund Annual Plan

Prior to the commencement of the fiscal year and annually thereafter, the San Diego Housing Commission shall adopt an Affordable Housing Fund Annual Plan for the use of the Affordable Housing Fund, including the Housing Trust Fund account and the Inclusionary Housing Fund account, and present it to Council for action. This document shall plan for the following fiscal year or other appropriate time frame to ensure for accurate and effective planning and budgeting of fund revenues. The Affordable Housing Fund Annual Plan shall include:

- (a) A description of all programs to be funded with funds from the Affordable Housing Fund account specifying the intended beneficiaries of the program including the capacity building program for nonprofit organizations;
- (b) The amount of funds budgeted for loans or grants to recipients who agree to participate in Commission approved Programs;
- (c) The amount of funds budgeted for administrative expenses, exclusive of legal fees. All disbursements from the Affordable Housing Fund shall be consistent with the Affordable Housing Fund Annual Plan.

(“Solicitation of Program Suggestions” renumbered to Sec. 98.0508; “Three Year Program Plan” renumbered from Sec. 98.0506, retitled and amended 6-3-2003 by O-19190 N.S.)

§98.0508 Solicitation of Program Suggestions

Each year, the San Diego Housing Commission shall solicit suggestions on the programs to be funded by the Affordable Housing Fund account in the next fiscal year from any person who has indicated such a desire in writing to the Board of Commissioners of the San Diego Housing Commission.

(“Preparation and Funding of Three-Year Program Plan” renumbered to Sec. 98.0509; “Solicitation of Program Suggestions” renumbered from Sec. 98.0507 and amended 6-3-2003 by O-19190 N.S.)

§98.0509 Preparation and Funding of Affordable Housing Fund Annual Plan

Each year, the San Diego Housing Commission shall hold three (3) public hearings to solicit testimony from the general public on programs to be funded by the Affordable Housing Fund account in the next fiscal year. A hearing shall be held in the North, South and Central areas of the City. The San Diego Housing Commission shall consider the suggestions from the neighborhood groups and the testimony from the public hearings, and cause a draft Annual Plan to be prepared for its consideration. The San Diego Housing Commission shall hold a public hearing to obtain public comments on the draft Affordable Housing Fund Annual Plan, make modifications as it deems appropriate and submit it to the Council for action. The City Council shall consider the Affordable Housing Fund Annual Plan as submitted by the San Diego Housing Commission, modify it if it so elects; approve it no later than July 31 of each year; and appropriate to fund the Affordable Housing Fund Annual Plan from the Affordable Housing Fund account or an other funding sources it chooses to consider for this purpose. These procedures and dates may be adjusted as necessary for the preparation of the first Affordable Housing Fund Annual Plan after the enactment of this Division.

(“Project Selection and Disbursement of Funds” renumbered to Sec. 98.0510; “Preparation and Funding of Three-Year Program Plan” renumbered from Sec. 98.0508, retitled and amended 6-3-2003 by O-19190 N.S.)

§98.0510 Project Selection and Disbursement of Funds

- (a) All projects considered for funding will be reviewed prior to Commission action by the local Community Planning Group or, in an area where there is no Planning Group, another community advisory group.
- (b) The San Diego Housing Commission may notify potential recipients that specified funds from the Affordable Housing Fund are available to be distributed as loans or grants through issuing requests for proposals and notices of fund availability.

(“Support of Nonprofit Organizations” repealed; “Project Selection and Disbursement of Funds” renumbered from Sec. 98.0509 and amended 6-3-2003 by O-19190 N.S.)

Ch.	Art.	Div.	
9	8	5	7

§98.0511 Regulation of Recipients

Every recipient shall enter into a written agreement with the San Diego Housing Commission which sets forth the terms and conditions of the grant or loan. The agreement shall contain at least the following provisions:

- (a) The amount of funds to be disbursed from the Affordable Housing Fund.
- (b) The manner in which the funds from the Affordable Housing Fund are to be used.
- (c) The terms and conditions of the grant or loan.
- (d) The projected and maximum amount that is allowed to be charged in order for the assisted units to maintain an affordable housing cost.
- (e) A requirement that periodic reports be made to the Commission to assist its monitoring of compliance with the agreement.
- (f) A description of actions that the Commission may take to enforce the agreement.
- (g) Restrictions on the return on equity and developers fee recipients may receive, where applicable.

(“Funding of Supporting Services” repealed; “Regulation of Recipients” renumbered from Sec. 98.0512 and amended 6-3-2003 by O-19190 N.S.)

§98.0512 Publication of Program Documents

The Commission shall publish such administrative rules and guidelines as are necessary and desirable to implement the programs approved by the City Council in the Annual Plan.

(“Regulation of Recipients” renumbered to Sec. 98.0511; “Publication of Program Documents” renumbered from Sec. 98.0522 and amended 6-3-2003 by O-19190 N.S.)

§98.0513 Annual Report

- (a) The Commission shall within ninety (90) days following the close of each fiscal year prepare and submit an annual report to the City Council on the activities undertaken with funds from the Affordable Housing Fund account. The report shall specify the number and types of units assisted, the geographic distribution of units and a summary of statistical data relative to the incomes of assisted households, the monthly rent or carrying charges charged the amount of state, federal and private funds leveraged, and the sales prices of ownership units assisted. The report shall specifically contain a discussion of how well the goals of the previous year’s Annual Plan were met. The report shall also contain the information necessary to support the findings specified in Section 66001 of Chapter 5, Division 1 of Title 7 of the California Government Code.

(“Annual Report” renumbered from Sec. 98.0523 and amended 6-3-2003 by O-19190 N.S.)

§98.0514 Reserve Fund

The Commission may establish and maintain a reserve fund account subject to approval of the City Council, adequate to preserve the ability of the Affordable Housing Fund to take maximum advantage of unforeseen opportunities in assisting housing and to ensure prudently against unforeseen expenses. The amount to be maintained in this reserve fund shall be determined by the San Diego Housing Commission. The San Diego Housing Commission shall establish procedures for maintaining such a fund.

(“Reserve Fund” renumbered from Sec. 98.0524 and amended 6-3-2003 by O-19190 N.S.)

§98.0515 Financial Management

- (a) The City Auditor shall maintain a separate Affordable Housing Fund and any required related subsidiary funds and transfer the balance on deposit from such funds to the San Diego Housing Commission on a quarterly basis upon the direction from the Financial Management Director.
- (b) The San Diego Housing Commission shall maintain and report within their accounts a separate Affordable Housing Fund and the subsidy funds of the Housing Trust Fund, the Inclusionary Housing Fund, and any other required related subsidiary funds for all related financing transferred from the City and any related income. Such funds shall be accounted for and reported separately on the San Diego Housing Commission’s annual audited financial report, and such funds shall be audited for compliance with the Affordable Housing Fund Ordinance, Inclusionary Housing Ordinance, and related policies and regulations.

Ch.	Art.	Div.	
9	8	5	9

The Commission shall also prepare any other reports legally mandated for financing sources of the Affordable Housing Fund.

(“Financial Management” renumbered from Sec. 98.0525 and amended 6-3-2003 by O-19190 N.S.)

§98.0516 Equal Opportunity Program

The San Diego Housing Commission shall apply its equal opportunity program to assure that contractors doing business with and/or receiving funds from the Affordable Housing Fund will not discriminate against any employee or applicant for employment because of race, color, religion, sex, handicap, age, or national origin and that equal employment opportunity is provided to all applicants and employees without regard to race, religion, sex, handicap, age, or national origin. The goals of the equal opportunity program are to ensure that all contracts achieve parity in the representation of women, minorities, and the handicapped in each contractor’s work force with the availability of women minorities, and the handicapped in the San Diego County labor market. The program shall apply to all vendors, grantees, lessees, consultants, banks, and independent corporations under contract with the San Diego Housing Commission.

(“Equal Opportunity Program” renumbered from Sec. 98.0526 and amended 6-3-2003 by O-19190 N.S.)

§98.0517 Compliance with Antidiscrimination Laws

Each contractor shall submit certification of compliance with Executive Order 11246, Title VII of the Civil Rights Act of 1964, as amended, the California Fair Employment Practice Act, and other applicable federal and state laws and regulations hereinafter enacted. Such certification shall be on forms to be provided by the Commission and shall be submitted at the time the contractor submits a bid or proposal.

(“Compliance with Antidiscrimination Laws” renumbered from Sec. 98.0527 on 6-3-2003 by O-19190 N.S.)

§98.0518 Commission Powers To Enforce

The San Diego Housing Commission may institute any action or proceeding it deems appropriate, judicial or otherwise, against recipients or other persons to carry out the provisions of this Division, to enforce the terms of any agreement related to the use of funds from the Affordable Housing Fund, or to protect the interest of the City, the San Diego Housing Commission, or intended beneficiaries of programs operated pursuant to this Division. The San Diego Housing Commission may foreclose on property assisted with funds from the Affordable Housing Fund, seek to assume managerial or financial control over property financed with funds from the Affordable Housing Fund, directly or through a receiver, seek monetary damages or seek equitable or declaratory relief.

(“Commission Powers to Enforce” renumbered from Sec. 98.0528 and amended 6-3-2003 by O-19190 N.S.)

1
2
3
4 **AN ORDINANCE OF THE CITY OF BELLINGHAM RELATING TO LOW-INCOME**
5 **HOUSING; REQUESTING THAT A SPECIAL ELECTION BE HELD CONCURRENT**
6 **WITH THE NOVEMBER 6, 2012 GENERAL ELECTION FOR SUBMISSION TO THE**
7 **QUALIFIED ELECTORS OF THE CITY OF A PROPOSITION TO LIFT THE LIMIT ON**
8 **REGULAR PROPERTY TAXES UNDER CHAPTER 84.55 RCW FOR LOW-INCOME**
9 **HOUSING; DECLARING THE EXISTENCE OF AN EMERGENCY UNDER CHAPTER**
10 **84.52.105 AND REQUESTING VOTER APPROVAL OF AN ADDITIONAL PROPERTY**
11 **TAX FOR VERY LOW-INCOME HOUSING; PROVIDING FOR THE EXPIRATION OF**
12 **THE ADDITIONAL LEVIES AT THE END OF SEVEN YEARS; SETTING FORTH THE**
13 **BALLOT PROPOSITION; DESIGNATING A CITIZEN LEVY ADVISORY COMMITTEE;**
14 **AND PROVIDING FOR IMPLEMENTATION OF PROGRAMS WITH FUNDS DERIVED**
15 **FROM THE TAXES AUTHORIZED.**

16
17 **WHEREAS**, Equity and Social Justice is a legacy that the City Council has adopted
18 for the City of Bellingham;

19
20 **WHEREAS**, Supporting safe, affordable housing, supporting services for lower-
21 income residents, and providing access to problem-solving resources are the strategic
22 commitments the City Council has made to ensure Equity and Social Justice;

23
24 **WHEREAS**, a healthy community is one in which all members have access to basic
25 needs such as safe, secure and affordable homes and, despite the recent decline in home
26 purchase prices, homes remain unaffordable for a significant percentage of Bellingham
27 residents;

28
29 **WHEREAS**, households face a severe burden when housing costs (including
30 utilities) exceed 50 percent of household income;

31
32 **WHEREAS**, U.S. Census data has estimated that there are 7,400 low-income
33 households in Bellingham that face a severe housing cost burden by paying more than 50
34 percent of their income on housing costs;

35
36 **WHEREAS**, over 1,000 low-income elderly households in Bellingham pay more than
37 50 percent of their income on housing costs and face challenges in repairing their homes
38 without financial assistance;

39
40 **WHEREAS**, at any point in time, 500 people are homeless in Whatcom County,
41 according to the annual Point-in-Time Count, and 20 percent of all people experiencing
42 homelessness in Bellingham are children under 10 years of age, with adverse childhood
43 experiences that have profound and long-lasting negative consequences;

44
45 **WHEREAS**, local housing affordability efforts save public money by reducing
46 expenses for social services, emergency room medical care, triage, law enforcement and

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1 other costs associated with temporary and chronic homelessness, with two local programs
2 recently documenting that housing services resulted in increased access to mental health
3 services and a 90 percent reduction in criminal justice costs;
4

5 **WHEREAS**, recent investments of new, but very limited, grant funds resulted in
6 significant reductions in local homelessness, with 37 percent fewer homeless persons with
7 disabilities, 65 percent fewer homeless veterans, and 41 percent fewer homeless persons
8 overall;
9

10 **WHEREAS**, the Bellingham Housing Authority has 1,608 families on the waiting list
11 for public housing, 72 percent of which earn less than 30% of the Area Median Income and
12 44 percent are families with disabilities;
13

14 **WHEREAS**, the Bellingham Housing Authority has 400 households on the waiting
15 list for rental assistance vouchers, with an average waiting time to receive assistance of
16 more than four years;
17

18 **WHEREAS**, nearly one-third of Bellingham's housing stock is over 50 years old,
19 requiring repair, maintenance and weatherization that is often not affordable to low-income
20 households;
21

22 **WHEREAS**, local wages are not keeping pace with Bellingham's housing costs, with
23 average apartment rent increasing 17 percent while average wages increased only 5
24 percent since 2004,
25

26 **WHEREAS**, according to the U.S. Census, the median value of homes increased 96
27 percent from 2000 to 2010, while median family income increased just 23 percent;
28

29 **WHEREAS**, more affordable housing options near employment centers are good for
30 the environment, preventing long commutes with associated pollution, commuting
31 expenses, traffic congestion and road widening costs;
32

33 **WHEREAS**, the Countywide Housing Affordability Taskforce (CHAT) concluded its
34 18 month study and deliberation about housing affordability with a set of conclusions that
35 included among its top six recommendations the creation of additional local revenue
36 sources that assist in the delivery of homes affordable to low-income households;
37

38 **WHEREAS**, the proposed Bellingham Home Fund will result in \$21,000,000 in local
39 funding that will be used as matching money to leverage other private and public funding
40 for housing affordability, serving an estimated 8,500 families over the useful life of the
41 properties that will be assisted with the Bellingham Home Fund;
42

43 **WHEREAS**, as a condition of receiving federal funding for low-income housing, the
44 City of Bellingham administers an affordable housing program with citizen oversight,
45 including preparation of five-year strategic plans, performance measures and outcomes,
46 and annual action plans;

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1
2 **WHEREAS**, the City of Bellingham can efficiently administer the proposed
3 Bellingham Home Fund in conjunction with its existing programs that manage federal
4 funding for housing affordability;
5

6 **WHEREAS**, Chapter 84.55 RCW generally limits the dollar amount of regular
7 property taxes that a city may levy in any year, but RCW 84.55.050 allows a city to levy
8 taxes exceeding such limit by majority approval of the voters and allows a city to include in
9 the ballot proposition a limit on the purpose for which the additional taxes levied will be
10 used and to provide for the expiration of the additional taxing authority;
11

12 **WHEREAS**, the proposed additional levy is within the limitations imposed by RCW
13 84.52.043;
14

15 **WHEREAS**, RCW 84.52.105 authorizes a city to impose additional regular property
16 tax levies to finance affordable housing for very low-income households when specifically
17 authorized to do so by a majority of the voters of the taxing district voting on a ballot
18 proposition authorizing the levy; and
19

20 **WHEREAS**, RCW 35.21.685 authorizes a city to assist in the development or
21 preservation of publicly or privately owned housing for persons of low income by providing
22 loans or grants of general municipal funds to the owners or developers of the housing,
23 including loans or grants to finance the acquisition, construction or rehabilitation of low-
24 income housing, and to provide rental assistance and other supportive services, to low-
25 income persons;
26

27 **NOW THEREFORE, THE CITY OF BELLINGHAM DOES ORDAIN:**
28

29 **Section 1. Findings.** The City Council makes the following findings and declares as
30 follows:
31

- 32 A. The City's Consolidated Plan and Housing Element of the Comprehensive Plan identify
33 insufficient safe, sanitary, and decent housing affordable to low- and very low-income
34 households to meet the present and anticipated needs of such households, including
35 homes affordable for local working people, U.S. military veterans, families with children,
36 people with limited or fixed incomes including senior citizens and people having a
37 disability.
- 38 B. Affordable rental housing for low-income households, including the homeless, other
39 persons with special needs, families and seniors, often requires a commitment of City
40 funds for development or preservation, or other forms of assistance.
- 41 C. Promoting and preserving home ownership for low-income households contributes to
42 the stability of families and neighborhoods; helps preserve the physical condition of
43 residential properties; and addresses the shortage of safe, sanitary, affordable housing
44 both by maintaining and enhancing the supply of owner-occupied housing and by
45 limiting the demand for scarce low-income rental housing that otherwise would exist
46 from households unable to afford to purchase homes or to maintain existing homes.

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- 1 D. The additional taxes to be levied under this ordinance will enable the City to provide for
2 the housing needs of low- and very low-income households and thereby work to fulfill
3 the purposes of federal, state and City laws and policies, including, without limitation,
4 the federal HOME Investment Partnerships Act, federal Community Development Block
5 Grant, the State Growth Management Act and the City's Comprehensive Plan.
6 E. An emergency exists with respect to the availability of housing that is affordable to very
7 low-income households in the City of Bellingham.

8
9 **Section 2. Definitions.** The following terms used in this ordinance shall have the
10 definitions stated below, unless the context otherwise clearly requires:

- 11
12 A. "Affordable housing" means residential housing for rental or private individual
13 ownership which, as long as the same is occupied by low-income households, requires
14 payment of monthly housing costs, including utilities, other than telephone, of no more
15 than 30 percent of the household's income.
16 B. "Low-income housing" means housing that will serve "low-income households."
17 C. "Household" means a single person, family or unrelated persons living together.
18 D. "Low-income household" means a household with income less than or equal to eighty
19 percent (80%) of median income.
20 E. "Median income" means annual median family income for the statistical area or division
21 thereof including Bellingham for which median family income is published from time to
22 time by the U.S. Department of Housing and Urban Development, or successor
23 agency, with adjustments according to household size.
24 F. "Very low-income household" means a household with income less than or equal to 50
25 percent of median income.

26
27 To the extent permitted by applicable State law, income determinations may take into
28 account such exclusions, adjustments and rules of computation as may be prescribed or
29 used under federal housing laws, regulations or policies for purposes of establishing
30 income limits, or as may be established in City housing and community development plan
31 documents consistent with federal laws, regulations or policies.

32
33 **Section 3. Proposition to Authorize Levy of Additional Regular Property Taxes;**
34 **Affordable Housing Plan.**

35
36 The City submits to the qualified electors of the City a proposition as authorized by RCW
37 84.55.050(1), to exceed the levy limitation on regular property taxes contained in Chapter
38 84.55 RCW for property taxes levied in 2012 through 2018 for collection in 2013 through
39 2019, respectively. The proposition would also authorize an additional property tax levy for
40 very low-income housing under RCW 84.52.105. The proposition would raise
41 approximately \$3,000,000 per year totaling an estimated \$21,000,000 in aggregate over a
42 period of up to seven years.

- 43
44 A. The proposition would permit the City to increase its regular property tax levy by up
45 to \$0.12 per \$1,000 of assessed valuation, resulting in a regular property tax levy of

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1 \$2.62 per \$1,000 for collection in 2013. All the levy proceeds shall be used for the
2 purposes specified in Section 5 of this ordinance.

3 B. The proposition would also authorize the City to impose an additional regular
4 property tax levy of up to \$0.24 per \$1,000 of assessed valuation for very low-
5 income housing pursuant to RCW 84.52.105. The limitations in RCW 84.52.043
6 shall not apply to the tax levy authorized by this part. All the levy proceeds shall be
7 used for the purposes specified in Section 5 of this ordinance and may not be imposed
8 by the City Council until the City adopts an affordable housing financing plan as set
9 forth in Section 6 of this ordinance.

10 C. The taxes authorized by this proposition will be in addition to the maximum amount of
11 regular property taxes the City would have been limited to by RCW 84.55.010 in the
12 absence of voter approval under this ordinance, plus other authorized lid lifts.
13 Thereafter, such levy amount would be used to compute limitations for subsequent
14 years as allowed by chapter 84.55 RCW. Pursuant to RCW 84.55.050(5), the maximum
15 regular property taxes that may be levied in 2019 for collection in 2020 and in later
16 years shall be computed as if the limit on regular property taxes had not been
17 increased under this ordinance.

18
19 **Section 4. Levy Revenues.**

20
21 A. Unless otherwise directed by ordinance, all revenues collected from the additional
22 taxes authorized pursuant to this ordinance shall be deposited initially in the Low-
23 Income Housing Fund to be used as set forth in Section 5 and as described in the Low
24 Income Housing Administrative and Financing Plans, as may be adopted by the City
25 Council under Sections 5 and 6 of this ordinance. The Finance Director is authorized to
26 create other subfunds or accounts within the Low-Income Housing Fund as may be
27 needed or appropriate to implement the purposes of this ordinance.

28 B. Pending expenditure for the purposes authorized in this ordinance, amounts deposited
29 in the Low-Income Housing Fund pursuant to this ordinance may be invested in any
30 investments permitted by applicable law. All investment earnings on the balances shall
31 be deposited into the Low-Income Housing Fund. Amounts received by the City from
32 payments with respect to loans, recovery of grants, insurance proceeds or proceeds of
33 sale or disposition of property ("program income") shall be deposited into the Low-
34 Income Housing Fund unless otherwise specified by ordinance. Any investment
35 earnings and program income derived from revenues collected from the additional
36 taxes authorized pursuant to this ordinance shall be used for the purposes set forth in
37 this ordinance and as authorized by the City Council.

38
39 **Section 5. Administration; Use of Proceeds.**

40
41 A. The levy funds shall be used to pay for affordable housing for low and very low-income
42 households, pay for affordable housing programs, and otherwise to provide for the
43 housing needs of low and very low-income households; provided that all funds raised
44 from the levy authorized by RCW 84.52.105 shall be dedicated to affordable housing
45 for very low-income households.

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- 1 B. The Planning and Community Development Department, or such other department as
2 may be designated by ordinance, shall administer programs funded with the additional
3 taxes authorized pursuant to this ordinance. Any programs adopted by the City Council
4 for use of the funds derived under this ordinance shall be referred to as "Housing Levy
5 Programs." Housing Levy Programs shall be implemented consistent with the Low
6 Income Housing Administrative and Financing Plan, as may be adopted by the City
7 Council and as may thereafter be amended from time to time.
- 8 C. Anticipated Housing Levy Programs are shown in Exhibit 1, attached hereto. The City
9 Council, upon recommendation of the Citizen Advisory Committee described in Section
10 7 of this ordinance, or upon recommendation of the Mayor or on its own motion, may
11 review the allocations to particular Housing Levy Programs and make changes to the
12 programs, including additions and deletions of programs and/or in the timing of or
13 amount of funds allocated to any program, consistent with the purposes of this
14 ordinance and applicable law. Administration funding shown on Exhibit 1 is intended to
15 be used for administration of the use of levy proceeds for all programs, including but
16 not limited to developing the Low Income Housing Administrative and Financing Plan,
17 preparing and reviewing loan and grant applications, monitoring and auditing
18 performance and compliance with loan, grant and program requirements, and paying
19 for financial accounting, legal, and other administrative services necessary to
20 implement the Housing Levy Programs.

21
22 **Section 6. Low Income Housing Administrative and Financing Plan.**

- 23
24 A. The Director of Planning and Community Development, or other such person as may
25 be designated by the Director or the Mayor, shall prepare a Low Income Housing
26 Administrative and Financing Plan ("Plan") covering all of the Housing Levy Programs.
27 The Plan shall cover the period commencing in 2013 and continue through 2019; shall
28 specify the plan for use of funds raised by the levy authorized by RCW 84.52.105; shall
29 be consistent with either the locally adopted or state-adopted comprehensive housing
30 affordability strategy, required under the Cranston-Gonzalez national affordable
31 housing act (42 U.S.C. Sec. 12701, et seq.), as amended; and shall be approved by
32 City Council prior to the additional property tax levy being imposed pursuant to RCW
33 84.52.105.
- 34 B. The expenditure of all funds raised pursuant to this ordinance shall be as set forth in
35 the Plan adopted by City Council. The City Council reserves the right to amend the
36 Plan as it may in the future be determined as necessary or appropriate. The Plan
37 should be done in coordination with the Consolidated Plan and Annual Action Plans
38 required by HUD for expenditure of HOME and CDBG funds for the benefit of low
39 income housing and community development needs in the City.
- 40 C. The City Council shall appropriate from the Low-Income Housing Fund, as part of the
41 City budget or supplementally, such monies derived from the levies authorized in this
42 ordinance as it deems necessary to carry out the Housing Levy Programs.
- 43 D. The Mayor, or other such person as may be designated by the Mayor, is authorized, for
44 and on behalf of the City, to select projects for funding and to approve, make and modify
45 loans, grants or other expenditures to carry out the Housing Levy Programs, provided
46 that such authority is subject to the appropriation of sufficient funds and consistent with

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1 the Plan approved by City Council pursuant to Sections 5 and 6. The Mayor and his or
2 her designees are further authorized, for and on behalf of the City, to execute and
3 deliver such documents and instruments as he or she may determine to be necessary or
4 appropriate to implement the financing of specific projects or to otherwise carry out the
5 Housing Levy Programs.
6

7 **Section 7. Citizen Advisory Committee.**

8 The Community Development Advisory Board ("CDAB"), established pursuant to BMC
9 2.46.010, shall advise the City Council, Mayor and the Director of Planning and Community
10 Development regarding the Housing Levy Programs authorized by this ordinance. CDAB
11 shall advise the Mayor and City Council on the Low Income Housing Administrative and
12 Financial Plan prepared pursuant to Section 6 of this ordinance. CDAB shall also assist in
13 monitoring the progress, performance and accomplishment of Housing Levy Programs, and
14 report such findings to the Mayor and City Council, including any problems and
15 recommendations on actions to be taken so that the Housing Levy Programs are
16 conducted in a timely and efficient manner for the benefit of low-income households.
17

18 **Section 8. Election - Ballot Title.**

19 The City Council hereby requests that the Whatcom County Auditor, as *ex officio*
20 supervisor of elections, submit to the qualified electorate of the City for a vote, at the
21 November 6, 2012 general election, a proposition substantially in the form set forth in this
22 ordinance. The City Clerk is directed to certify to the Whatcom County Auditor the ballot
23 proposition to the electorate of the City in the form substantially as follows:
24

25 PROPOSITION NO. 1
26 Low-Income Housing Levy

27
28 The City of Bellingham Council adopted Ordinance No. 2012-06-033
29 concerning property taxes for low-income housing assistance.
30

31 This proposition would fund housing and housing services for
32 people with low or very low incomes, including those with
33 disabilities, veterans, seniors, and families with children by (a)
34 authorizing an increase in the City's regular property tax levy by
35 up to \$0.12/\$1,000 to \$2.62/\$1,000 of assessed value as allowed
36 by RCW 84.55; and (b) authorizing a regular property tax levy of
37 up to \$0.24/\$1,000 of assessed value under RCW 84.52.105,
38 each for seven years, generating approximately \$3,000,000
39 annually. Should this proposition be approved?
40

41 Yes?.....

42 No?

43
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City Attorney
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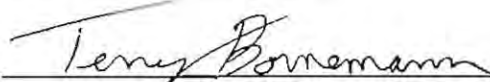
1 **Section 9. Corrections.**

2 The Bellingham City Attorney's Office or the Auditor or her designee is authorized to make
3 necessary clerical corrections to this ordinance including, but not limited to, the correction of
4 scrivener's or clerical errors, references, ordinance numbering, section/subsection numbers
5 and any references thereto.
6

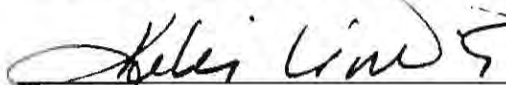
7 **Section 10. Severability.**

8 If any section, sentence, clause or phrase of this resolution should be held to be invalid or
9 unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality
10 shall not affect the validity or constitutionality of any other section, sentence, clause or
11 phrase of this resolution.
12

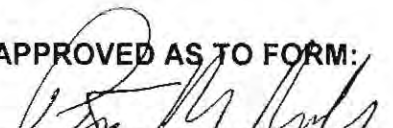
13 **PASSED** by the Council this 18th day of June, 2012.

14
15 
16 _____
17 Council President
18
19
20
21
22
23

24
25 **APPROVED** by me this 22nd day of June, 2012.

26
27 
28 _____
29 Mayor
30

31
32 **ATTEST:** 
33 _____
34 Finance Director
35

36
37 **APPROVED AS TO FORM:**
38 
39 _____
40 Office of the City Attorney
41

42
43 Published:
44
45 June 22, 2012
46

1
2
3

EXHIBIT 1
2013 HOUSING LEVY PROGRAMS

Program	Total Funding (7 Years)	Estimated Housing Produced/Households Assisted	Program Description/Affordability Levels
Production and Preservation of Homes	\$15,980,000	429 homes (serving 8,500 families over the useful life of these properties).	<ul style="list-style-type: none"> Homes for people working at minimum wage, veterans, seniors on fixed incomes, and people exiting homelessness (households at or below 30% of median income) Homes for local workers, working families up to 60% of median income Affordable and specialized homes for veterans, people with disabilities, and seniors. Rehabilitation and weatherization to increase affordability and preserve existing affordable homes
Rental Assistance and Support Services	\$1,880,000	800 homes	<ul style="list-style-type: none"> Supportive services matched to specialized homes for disabled veterans and chronically homeless individuals to help them retain their homes and reduce costly care in hospital emergency department and other inappropriate systems of care Temporary and long-term assistance to families and individuals to help preserve their housing, prevent eviction and homelessness (targeted households at or below 50% of median income)
Low-income homebuyer assistance	\$940,000	50 homes	<ul style="list-style-type: none"> Assistance to low-income homebuyers, including programs that promote long-term affordability of ownership housing (targeted to households at or below 80% of median income)
Acquisition and Opportunity Loans	\$940,000	50 homes	<ul style="list-style-type: none"> Short-term loans for strategic purchases of buildings or land for rental or homeownership housing development that will serve low-income households
Administration	\$1,260,000	n/a	

4

HOME FUND ORDINANCE

(9)

City of Bellingham
City Attorney
210 Lottie Street
Bellingham, Washington 98225
360-778-8270

ORDINANCE

19-19

ORDINANCE NO. 19- 19

AN ORDINANCE AMENDING HILLSBOROUGH COUNTY CODE OF LAWS AND ORDINANCES PART A, CHAPTER 40, CREATING A NEW ARTICLE IV TITLED THE HOPE AFFORDABLE HOUSING ACT; PROVIDING DEFINITIONS; ESTABLISHING THE HILLSBOROUGH COUNTY LOCAL AFFORDABLE HOUSING PROGRAM AND DESCRIBING THE PURPOSE THEREOF; ESTABLISHING THE HILLSBOROUGH COUNTY AFFORDABLE HOUSING TRUST FUND; PROVIDING FOR ALLOCATION OF FUNDS FOR THE PROGRAM; PROVIDING FOR ADOPTION OF A LOCAL AFFORDABLE HOUSING FUND BIENNIAL PLAN; PROVIDING FOR THE USE OF PROGRAM FUNDS; PROVIDING FOR ADMINISTRATION OF THE PROGRAM; PROVIDING FOR INCLUSION IN THE HILLSBOROUGH COUNTY CODE; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Board of County Commissioners of Hillsborough County recognizes that Hillsborough County has experienced rapid population growth over the past five years and that these growth trends are predicted to continue; and

WHEREAS, such growth places pressure on the housing market and causes an increase in rents and home prices; and

WHEREAS, approximately 40% of households in Hillsborough County are considered cost-burdened because they pay more than 30% of household income for rent or mortgage costs; and

WHEREAS, cost-burdened households have less income to spend on basic needs such as food, transportation, education and medical care; and

WHEREAS, an adequate supply of safe, decent and affordable housing at all income levels is critical to healthy families, helps create and maintain jobs, and impacts the quality of life and economic prosperity of the community; and

WHEREAS, the Board of County Commissioners of Hillsborough County finds that the Federal and State funds received by the County for preserving and producing affordable housing are insufficient to meet community needs; and

WHEREAS, the Board of County Commissioners desires to establish a local program for preserving and developing affordable housing that is sufficiently flexible to meet varied and evolving housing needs and priorities while providing housing that is safe, sound, and financially viable; and

WHEREAS, it is the intent of the Board of County Commissioners that revenue sources for this local affordable housing program be identified during the County's annual budgeting process; and

WHEREAS, on April 17, 2019, the Board of County Commissioners approved a motion directing the drafting of an ordinance establishing an affordable housing trust fund; and

WHEREAS, a duly noticed public hearing was held by the Board of County Commissioners of Hillsborough County, at which public hearing all interested persons were given an opportunity to be heard.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF HILLSBOROUGH COUNTY, FLORIDA, THIS 5TH DAY OF SEPTEMBER, 2019, AS FOLLOWS:

SECTION 1. The recitations above are true and correct and are incorporated herein by reference.

SECTION 2. The Hillsborough County Code of Laws and Ordinances, Part A, Chapter 40, is hereby amended to create a new article to be numbered Article IV and entitled the “HOPE Affordable Housing Act”, which shall hereafter read as follows:

Article IV. HOPE AFFORDABLE HOUSING ACT

Sec. - 40-93. Definitions

For the purposes of this article, the following definitions apply:

Hillsborough County Affordable Housing Trust Fund or Fund means the fund established pursuant to this article.

Hillsborough County Local Affordable Housing Fund Program or Program means the program established pursuant to this article for the purpose of promoting the preservation and production of affordable housing for very low, low and moderate income households in Hillsborough County.

Low income household means one or more natural persons or a family that has a total annual gross household income that does not exceed 80 percent of the median annual income adjusted for family size for households in Hillsborough County within the Tampa-St. Petersburg-Clearwater metropolitan statistical area, as published by the U.S. Department of Housing and Urban Development.

Moderate income household means one or more natural persons or a family that has a total annual gross household income that does not exceed 100 percent of the median annual income adjusted for family size for households in Hillsborough County within the Tampa-St. Petersburg-Clearwater metropolitan statistical area, as published by the U.S. Department of Housing and Urban Development.

Very low income household means one or more natural persons or a family that has a total annual gross household income that does not exceed 50 percent of the median annual income adjusted for family size for households in Hillsborough County within the Tampa-St. Petersburg-Clearwater metropolitan statistical area, as published by the U.S. Department of Housing and Urban Development.

Sec. - 40-94. Establishment of Hillsborough County Local Affordable Housing Fund Program; Purpose

There is hereby established the Hillsborough County Local Affordable Housing Fund Program (the "Program"). The Program is established for the purpose of promoting the preservation and production of affordable housing for very low, low and moderate income households in Hillsborough County.

Sec. 40-95. – Establishment of Hillsborough County Affordable Housing Trust Fund

The Clerk, as accountant for the Board of County Commissioners, is hereby directed to establish and maintain a fund known as the Hillsborough County Affordable Housing Trust Fund within the accounts of the Board of County Commissioners.

Sec. 40-96. - Allocation and Use of Funds for Program; Annual Budget Preparation

(a) All monies allocated by the Board of County Commissioners for the Program shall be appropriated in the Fund. Monies deposited in the Fund, including any interest earnings on such monies and repayments of loans made from such monies, shall be used solely for the purposes of the Program as provided in this article, except that the Board of County Commissioners may determine in a public hearing, by majority vote plus one, that monies allocated to the Program but not committed or expended may be reallocated to meet another urgent community need.

(b) In preparing the proposed annual budget for each fiscal year for submission to the Board of County Commissioners, the County's Budget Officer shall insure that each such budget includes an allocation of at least \$10,000,000 in new Countywide General Fund monies for the Program and the inclusion in the Fund as an account balance of any monies previously allocated to the Program and interest earned on such monies which were not expended for the Program within the prior fiscal year.

Sec. 40-97. – Hillsborough County Local Affordable Housing Fund Biennial Plan

(a) Within three months of the adoption of this Ordinance and then biennially thereafter, the Affordable Housing Services Department shall submit a recommended Local Affordable Housing Fund Biennial Plan, which, for purposes of this article, shall be referred to as the "Plan", to the Board of County Commissioners for consideration. The recommended Plan shall be prepared by the Affordable Housing Services Department with the approval of the County's Affordable Housing Advisory Board.

(b) The Board of County Commissioners shall adopt a Local Affordable Housing Fund Biennial Plan following a public hearing. The first such Plan shall be adopted within six months of the adoption of this Ordinance, and a new Plan shall be adopted every two years thereafter

addressing the approved strategies for and uses of allocated funds. The Board of County Commissioners may consider more frequent updates to the Plan as necessary.

(c) The Plan shall include:

(1) The priorities for the expenditure of funds allocated to the Program.

(2) The strategies which will be eligible for assistance under the Program.

(3) A description of the affordability restrictions and requirements and loan and grant terms applicable for each adopted strategy.

(4) A description of how funds from the Program will be distributed among very low income, low income and moderate income households.

(6) A description of the procedure for selecting projects receiving funding under the Program.

(7) A summary of the use of the Program funds in the immediately preceding two-year period.

Sec. 40-98. - Use of Program Funds

(a) Funds allocated to the Program shall be used to provide loans and grants for projects to create and sustain affordable housing for very low, low or moderate income households in Hillsborough County.

(b) The Program shall include, without limitation, providing assistance through production, acquisition, rehabilitation and preservation of land and/or housing units for rental and homeownership activities. Program funds shall not be used for supportive housing services such as daycare or job training.

(c) Not more than 5 percent of the funds allocated to the Program may be used to cover administrative expenses.

(d) Not less than 30 percent of the funds allocated to the Program shall be spent on affordable housing for very low income households.

(e) Not less than 30 percent of the funds allocated to the Program shall be spent on affordable housing for low income households.

Sec. - 40-99. Program Administration

(a) The Program shall be administered by the Affordable Housing Services Department on behalf of the Board of County Commissioners and consistent with the adopted Plan. It shall be the responsibility of the Affordable Housing Services Department to develop and implement policies and procedures necessary for operation of the Program.

(b) The Affordable Housing Services Department shall disburse Program funds consistent with the Plan and its adopted policies and procedures, and shall monitor the use of Program funds for compliance with the purposes of the Program and the conditions pursuant to which the funds were granted or loaned. The Affordable Housing Services Department shall also maintain the financial and other records of the Program.

(c) All projects to be awarded Program funding shall be approved by the Board of County Commissioners.

SECTION 3. INCLUSION IN THE HILLSBOROUGH COUNTY CODE

The provisions of this Ordinance shall be included and incorporated in the Hillsborough County Code, as an addition or amendment thereto, and shall be appropriately renumbered to conform to the uniform numbering system of the Hillsborough County Code.

SECTION 4. SEVERABILITY

If any section, subsection, sentence, clause, phrase or provision of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such holding shall not be construed to render the remaining provisions of this Ordinance invalid or unconstitutional.

SECTION 5. FILING OF ORDINANCE AND EFFECTIVE DATE

This Ordinance shall be effective immediately upon receipt of acknowledgement that a copy of this Ordinance has been filed with the Secretary of State.

STATE OF FLORIDA

COUNTY OF HILLSBOROUGH

I, PAT FRANK, Clerk of the Circuit Court and Ex-Officio of the Board of County Commissioners of Hillsborough County, Florida, do hereby certify that the above and foregoing is a true and correct copy of an Ordinance adopted by the Board of County Commissioners at its regular meeting of September 5, 2019, as the same appears of record in Minute Book 520 of the Public Records of Hillsborough County, Florida.

WITNESS my hand and official seal this 10th day of September, 2019.

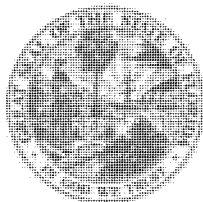
PAT FRANK, CLERK

By: Minda O.K. Ditt
Deputy Clerk



APPROVED BY COUNTY ATTORNEY

By: [Signature]
Approved as to Form and Legal Sufficiency



FLORIDA DEPARTMENT *of* STATE

RON DESANTIS
Governor

LAUREL M. LEE
Secretary of State

September 10, 2019

Honorable Pat Frank
Clerk of the Circuit Court
Hillsborough County
419 Pierce Street, Room 140
Tampa, Florida 33601

Attention: Midge Dixon

Dear Mrs. Frank:

Pursuant to the provisions of Section 125.66, Florida Statutes, this will acknowledge receipt of your electronic copy of Hillsborough County Ordinance No. 19-19, which was filed in this office on September 10, 2019.

Sincerely,

Ernest L. Reddick
Program Administrator

ELR/lb

**STATE OF SOUTH CAROLINA
COUNTY COUNCIL FOR RICHLAND COUNTY
ORDINANCE NO. ###-####**

ORDINANCE TO CREATE A HOUSING TRUST FUND FOR RICHLAND COUNTY

AN ORDINANCE AMENDING THE RICHLAND COUNTY CODE OF ORDINANCES **CHAPTER 40, CREATING A NEW ARTICLE ## TITLED RICHLAND COUNTY AFFORDABLE HOUSING ACT;** PROVIDING DEFINITIONS; ESTABLISHING THE RICHLAND COUNTY LOCAL AFFORDABLE HOUSING PROGRAM AND DESCRIBING THE PURPOSE THEREOF; ESTABLISHING THE RICHLAND COUNTY AFFORDABLE HOUSING TRUST FUND; PROVIDING FOR ALLOCATION OF FUNDS FOR THE PROGRAM; PROVIDING FOR ADOPTION OF A LOCAL AFFORDABLE HOUSING FUND BIENNIAL PLAN; PROVIDING FOR THE USE OF PROGRAM FUNDS; PROVIDING FOR ADMINISTRATION OF THE PROGRAM; PROVIDING FOR INCLUSION IN THE RICHLAND COUNTY CODE; PROVIDING FOR SEVERABILITY;
PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Council of Richland County recognizes the lack of affordable housing is a major concern of its citizens; and

WHEREAS, the Council of Richland County recognizes that approximately 45% of households in Richland County are considered cost-burdened because they pay more than 30% of household income for rent or mortgage costs; and

WHEREAS, cost-burdened households have less income to spend on basic needs such as food, transportation, education, and medical care; and

WHEREAS, an adequate supply of safe, decent and affordable housing at all income levels is critical to healthy families, helps create and maintain jobs, and impacts the quality of life and economic prosperity of the community; and

WHEREAS, the Council of Richland County desires to establish a local program for preserving and developing affordable housing that is sufficiently flexible to meet varied and evolving housing needs and priorities while providing housing that is safe, sound, and financially viable; and

WHEREAS, it is the intent of the Council of Richland County that revenue sources for this local affordable housing program be identified during the County's annual budgeting process and through a county-wide public referendum; and

WHEREAS, on **(DATE)** the Council of Richland County approved a motion directing the drafting of an ordinance establishing an affordable housing trust fund; and

WHEREAS, a duly noticed public hearing was held by the Council of Richland County, at which public hearing all interested persons were given an opportunity to be heard.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF RICHLAND COUNTY OF RICHLAND COUNTY, SOUTH CAROLINA, THIS #TH DAY OF (MONTH), 2020, AS FOLLOWS:

The recitations above are true and correct and are incorporated herein by Reference #, is hereby amended to create a new article to be numbered Article # and entitled the "Richland County Affordable Housing Act", which shall hereafter read as follows:

Article #. RICHLAND COUNTY AFFORDABLE HOUSING TRUST FUND ACT

SECTION 1: Definitions

For the purposes of this article, the following definitions apply:

“Richland County Affordable Housing Trust Fund” or “Fund” means the fund established pursuant to this article.

“Richland County Affordable Housing Fund Program” or “Program” means the program established pursuant to this article for the purpose of promoting the preservation and production of affordable housing for very low and households in Richland County.

“Affordable Housing” means residential housing for rent or sale that is appropriately priced for rent or sale to a person or family whose income does not exceed 80% of the median income for the local area (AMI), with adjustments for household size, according to the latest figures available from the United States Department of Housing and Urban Development (HUD), so that no more than 30% of that person’s income is spent on rent/mortgage and utilities.

“Low-Income Household” means one or more natural persons or a family that has a total annual gross household income that does not exceed 80 percent of the median annual income adjusted for family size for households in Richland County within the Columbia, SC metropolitan statistical area, as published by the U.S. Department of Housing and Urban Development.

“Very Low Income Household” means one or more natural persons or a family that has a total annual gross household income that does not exceed 50 percent of the median annual income adjusted for family size for households in Richland County within the Columbia, SC metropolitan statistical area, as published by the U.S. Department of Housing and Urban Development.

SECTION 2: Establishment of Richland County Affordable Housing Fund Program and Purpose

There is hereby established the Richland County Affordable Housing Trust Fund Program (the "Program"). The Program is established for the purpose of promoting the production and preservation of affordable housing for very low- and low-income households in Richland County.

SECTION 3: Establishment of Richland County Affordable Housing Trust Fund

The Clerk, as accountant for the Board of County Commissioners, is hereby directed to establish and maintain a fund known as the Richland County Affordable Housing Trust Fund within the accounts of a nonprofit organization to be created and entitled the “Richland County Affordable Housing Trust Fund.”

SECTION 4: Funding

The Affordable Housing Trust Fund shall be funded by an annual budgeted allocation of funds from the County (specificity of source) and by millage amounts determined by public referenda. Other sources of funding may include, but are not limited to:

- A. Private cash donations from individuals and corporations designated for the Richland County Affordable Housing Trust Fund.
- B. Payments from developers in lieu of participation in current or future affordable housing programs.
- C. Matching funds from a federal or state affordable housing trust fund; or a state program designated to fund an affordable housing trust fund.
- D. Principal and interest from Affordable Housing Trust Fund loan repayments and all other income from Trust Fund activities.
- E. The sale of real and personal property.
- F. Local government appropriations, development fees, and other funds as designated from time to time by the county council.
- G. Tax Increment Finance (TIF) pooled funds.

SECTION 5: Allocation and Use of Funds for Program; Annual Budget Preparation

(a) All monies allocated by the Council of Richland County for the Program shall be appropriated in the Fund. Monies deposited in the Fund, including any interest earnings on such monies and repayments of loans made from such monies, shall be used solely for the purposes of the Program as provided in this article.

(b) In preparing the proposed annual budget for each fiscal year for submission to the Council of Richland County, the County's Budget Officer shall insure that each such budget includes an allocation of at least \$500,000 in new Countywide General Fund monies for the Program and the inclusion in the Fund as an account balance of any monies previously allocated to the Program and interest earned on such monies which were not expended for the Program within the prior fiscal year.

Section 5.1: Use of Program Funds

(a) Funds allocated to the Program shall be used to provide grants and low-interest, long term loans for projects to create, rehabilitate and sustain affordable housing for very low- or low-income households in Richland County.

(b) The Program shall include, without limitation, providing assistance through production, acquisition, rehabilitation and preservation of land and/or housing units for rental and homeownership activities. Program funds shall not be used for supportive housing services such as daycare or job training.

(c) Not more than **X** percent of the funds allocated to the Program may be used to cover administrative expenses.

(d) Not less than 50 percent of the funds allocated to the Program shall be spent on affordable housing for very low-income households.

(e) Not less than 30 percent of the funds allocated to the Program shall be spent on affordable housing for low income households.

SECTION 6: Program Administration

(a) The Program shall be administered by a publicly chartered nonprofit organization created on behalf of the Council of Richland County and consistent with the adopted Plan. It shall be the responsibility of the Board of the nonprofit organization to develop and implement policies and procedures necessary for operation of the Program.

(b) The Board of the Richland County Affordable Housing Trust Fund shall disburse Program funds consistent with the Plan and its adopted policies and procedures and shall monitor the use of Program funds for compliance with the purposes of the Program and the conditions pursuant to which the funds were granted or loaned. The Affordable Housing Services Department shall also maintain the financial and other records of the Program.

(c) All projects to be awarded Program funding shall be approved by the Board of the Richland County Affordable Housing Trust Fund.

SECTION 7: Governance

The Program shall be administered by an administrative board of 11 members representing the following fields and interests.

1. Development/Constructions or Real-Estate
2. Banking/Finance
3. Legal
4. Non-Profit Organization
5. For-Profit Organization
6. Low-Income Individual
7. Very Low-Income Individual
8. Education and/or Medical
9. Community Advocate
10. Columbia City Council
11. Richland County Council

Section 7.1: Powers and Duties of the Board

The Program Board may use its funds to assist proposed projects or programs to develop or preserve affordable housing for persons of very low- and low- income to include:

- A. Providing gap financing for affordable housing developments.

- B. Making loans at interest rates below or at market rates in order to strengthen the financial feasibility of proposed projects.
- C. Guaranteeing of low-interest, long term loans.
- D. Financing the acquisition, demolition, and disposition of property for affordable housing projects.
- E. Financing construction of public improvements and utilities to aid proposed affordable residential developments.
- F. Financing the rehabilitation, remodeling, or new construction of affordable housing.
- G. Tenant and project based rental assistance.
- H. Funding for acquisition and rehab in conjunction with related housing trust fund projects.
- I. Funding to facilitate affordable homeownership opportunities including down payment assistance, second mortgages, closing costs, etc.
- J. Administrative costs associated with affordable housing programs.
- K. Interim financing of public costs for affordable housing projects in anticipation of a permanent financing source (i.e. construction financing, bond sale, etc.)

Section 7.2: Director

There is hereby created the position of Richland County Affordable Housing Trust Fund (AHTF) Executive Director. The Executive Director shall be hired by and report to the county administrator. The Executive Director shall be a person with education, training, skills, and/or experiences that are satisfactory to the county administrator and a majority of the Program Board.

Section 7.3: Staff, Personnel, and Compensation

The Executive Director shall have staff and assistants as are necessary to the operation of the Fund and the performance of his/her duties. They shall be subject to the county personnel system and their compensation determined accordingly.

SECTION 8: Accountability and Reporting

The Program shall report annually, or as requested, to the Richland County Council on the use of the Affordable Housing Trust Fund account including, but not limited to:

- A. The number of grants and loans made,
- B. The number and types of residential units assisted through the account,
- C. The number of households for whom rental assistance payments were provided,
- D. Amount of funds leveraged,
- E. Amount of funds used

Richland County shall provide the full report to the public annually and post the report on its website.

SECTION 9: Inclusion in The Richland County Code

The provisions of this Ordinance shall be included and incorporated in the **Richland County Code**, as an addition or amendment thereto, and shall be appropriately renumbered to conform to the uniform numbering system of the **Richland County Code**.

SECTION 10: Severability

If any section, subsection, sentence, clause, phrase, or provision of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such holding shall not be construed to render the remaining provisions of this Ordinance invalid or unconstitutional.

SECTION 11: Filing of Ordinance and Effective Date

This Ordinance shall be effective immediately upon receipt of acknowledgement that a copy of this Ordinance has been filed with the Secretary of State.

HOUSING FACT SHEET

Prepared by the MORE Justice Housing Committee (April 2020)

THE “WORKING POOR” CAN’T FIND AFFORDABLE HOUSING

- More than 16,000 households in Columbia pay more than 30% of their income on rent and utilities. (Columbia City Consolidated Plan)
- In Richland County, nearly half of renters (44.8%) pay more than a third of their income on rent and utilities. (Richland County Consolidated Plan)
- A person earning minimum wage in Lexington or Richland County would have to work 89 hours a week in order to afford an average one-bedroom apartment at the average price. (NLIHC)
- Often, it is simply a one-time emergency that causes a family to not be able to pay their rent for the month, which can lead to eviction.

THERE IS NOT ENOUGH AFFORDABLE HOUSING TO MEET THE NEED

- There is a significant gap in availability of affordable rental properties for very-low income residents.
 - Rental market gaps are the difference between the number of rental units available in a given price range compared to the number of renters for whom the given price range is the maximum that can be considered affordable.
- In Richland County, less than 4,000 units are available at \$370 per month, even though this is the maximum affordable rent for 13,500 families. That means, there is only one affordable unit per every three families that desperately need it. (Richland County Consolidated Plan)
- There are more than 23,000 families currently on the waiting list for public housing through the Columbia Housing Authority. Additionally, registration for public housing programs has been closed for more than two years. (Columbia City Officials)
- Richland Two School Officials estimate that half of their 28,000 students are “housing insecure.” (Richland 2 McKinney Vento Representative)

PEOPLE ARE GETTING EVICTED AT HIGH RATES

- Columbia, SC has the 8th highest eviction rate of any city in the nation. (Eviction Lab)
- An average of 19 households are evicted every day in Richland County. In Lexington County, it is seven households. (Eviction Lab)
- The main reason that these families are getting evicted at these high rates is because rent prices are too high.
- Racial disparities in access to affordable, quality housing are commonplace – for example, while only about 25% of the local population is made up of black women, black women make up more than 90% of all those evicted in Richland County. (Newberry College Professor)

THERE ARE HIGH SOCIAL COSTS TO UNSTABLE HOUSING

- Not having access to stable housing can lead to different health and social problems.
- In Richland One and Richland Two alone, there are more than 1,500 students registered as “homeless” under the McKinney Vento Act. Homelessness or unstable/unsafe housing leads to poorer academic achievement and health outcomes. (Richland 2 McKinney Vento Rep; Newberry College Professor)
- When students move schools (for example, due to unstable housing) it takes six months to catch up. (Richland 2 McKinney Vento Representative)
- Over a six-year period in the Midlands, less than 500 chronically homeless people accumulated more than \$245 million dollars in Medicaid costs. That is nearly \$600,000 per person. Communities are finding that one way to drive down these medical costs is through the creation of safe, stable housing. (United Way of the Midlands Study)

SOURCES CITED:

- **Richland County Consolidated Plan:**
<http://www.richlandcountysc.gov/Portals/0/Departments/CommunityDevelopment/20170823RCConsolidated.PDF>
- **City of Columbia Consolidated Plan:**
<https://www.columbiasc.net/depts/communitydevelopment/Columbia%20ConPlan%2005-14-2018.pdf>
- **Eviction Lab:** evictionlab.org
- **United Way of the Midlands Healthcare and Homelessness Data Linkage Study:**
<https://www.uway.org/sites/default/files/files/Health%20Care%20and%20Homelessness.pdf>
- **National Low Income Housing Coalition (NLIHC):** <https://nlihc.org/oor/south-carolina>

What is an Affordable Housing Trust Fund (HTF)?

What is a Housing Trust Fund (HTF)?

- HTF's are established by elected governmental bodies (at the city, county, or state level). A source or sources of public revenue are dedicated, by ordinance or law, to a distinct fund with the express purpose of providing affordable housing.
- HTF's have been enacted by hundreds of governments across the United States.
- There are more than 780 housing trust funds in existence in the US that generate more than \$1.5 billion a year for affordable housing.

How is the HTF funded?

- HTF's are funded by various public revenue sources. Housing Trust Funds are flexible in that they can be funded from multiple public revenue sources. Some examples are:
 - General fund
 - Bond proceeds
 - Grants
 - Loans from the state and federal government
 - State capital budget
 - Residential impact fees
 - Developer impact fees
 - Document recording fee
 - Tax foreclosure sale
 - Hotel/Motel tax
 - Accomodation tax
 - Inclusionary in-lieu of fees
 - Parking fees

Why are housing trust funds successful?

- HTF's are successful because of their flexibility. The public money allocated to the HTF is a down payment that is backed by sources of other public and private funds. This is called leveraging, because the money in the HTF attracts public and private funds from a variety of sources that would not be available without the trust fund.
 - Sources Leveraged by the Housing Trust Fund
 - Governmental bonds
 - Grants
 - State Funding
 - Federal Funding
 - Low Income Tax Credits
 - Philanthropic Donations
 - Bank Loans

- According to the Center for Community Change, the average amount of public and private funds leveraged for every \$1 in the HTF is \$8.50. The HTF offers a huge return on investment.
 - Examples from across the country
 - In 2004, the Milwaukee Housing Trust Fund used a \$5 million allocation and leveraged \$25 million in other funding to create 200 units of housing. The construction of these new homes resulted in: 200 jobs created during construction, \$1.2 million in new fee and tax revenue, and \$10 million into the local economy. After construction: 94 jobs remained, \$760,000 in new fee and tax revenue, and \$4.4 million in the local economy.
 - In five years, the Connecticut Housing Trust fund used \$57 million in allocations and leveraged \$519 million in other federal, state, local, and private funding to create 2,200 units. This led to over 4,000 jobs created, \$14 million in recurring state and local revenue, and hundreds of millions in economic activity.

How is the housing trust fund administered?

- **Non-Governmental Agency Model:** Typically established by governmental action and then administered by a separate nonprofit or community foundation. Under this model, a board oversees and hires the staff for the nonprofit.

How are the funds distributed?

- There are a variety of ways that funds can be distributed, but the most common are in the form of: grants, loans, forgivable or deferred loans, lines of credit, or rental assistance.
- Requests for proposals (RFP) or notices of funding availability (NOFA) are issued periodically for prospective applicants.

Who can apply for housing trust fund dollars?

- HTF's attract a diverse group of applicants: non-profit developers, for-profit developers, housing authorities, governmental agencies, and regional organizations.

What is the target income?

- Because HTF's utilize public funds, it should meet the public need.
- Most HTF's target a specific income area - generally households at 50% and below of the area median income (AMI), as defined by the U.S. Department of Housing and Urban Development (HUD).

MORE Justice Housing Committee
Affordable Housing Trust Fund Priorities

Qualities we would like to see in the Trust Fund:

- Have a significant portion of funds (around 70-75%) reserved for serving those at or below 50% AMI. (\$34,450/annually for family of four)
- Oversight Board with participation from the Richland County Council, City of Columbia Council, MORE Justice, and other nonprofit stakeholders (ex: Habitat for Humanity, Homeless No More, SC Uplift, etc.)
- Funding to be designated to housing in local municipalities (City of Columbia/Richland County).
- Funds can be used for multiple purposes, including the creation and rehabilitation of affordable housing.
- Funds will be dispersed as grants or low-interest, long and short-term loans (at or below market rate).
- Projects retain an affordability period of at least 30 years.
- Trust Fund will report annually on its activity to the oversight board, the city, and the county.
- Publicly-chartered 501c3.
- Board will be governed by SC Conflict of Interest Laws (https://www.lawserver.com/law/state/south-carolina/sc-code/south_carolina_code_34-28-440)
- All meetings of the board will be open to the public.

Affordable Housing Task Force Report

City of Columbia, South Carolina

Affordable housing is a continuum of equitable, inclusive, and quality rental and homeownership opportunities for people at every income level, which is critical to creating safe, complete, and thriving communities.

Councilwoman Tameika Isaac Devine, Chair
John Andoh, The Comet
Jeff Armstrong, Family Promise
Julie Ann Avin, MIRCI
Reggie Barner, The Barner Group
Sue Berkowitz, SC Appleseed Legal Justice Center
Brenna Bernardin, Fast Forward
Dr. Bryan P. Grady, SC State Housing
Dylan Gunnels
Tonya Isaac, North Columbia Resident
Ivory Matthews, Columbia Housing Authority

Mary Louise Resch, Habitat for Humanity
Jeff Larimore, Midlands Housing Trust Fund
Jennifer Moore, United Way
Shayla Riley, Coldwell Banker
Lila Anna Sauls, Homeless No More
Gregory Sprouse, Central Midlands COG
Councilwoman Allison Terracio, Richland County
Regina Williams, Booker Washington Heights
Lester Young, Just Leadership
Jim Zieche, More Justice
Chris Zimmer, Truist Bank

Facts:

- There is a statewide shortage of over 87,000 homes affordable and available to extremely low-income (ELI) households, those earning no more than 30 percent of area median income, according to the National Low Income Housing Coalition, making this group uniquely unlikely to have access to safe, decent, and affordable housing.
- Nearly 7,500 low-income renter households in Columbia are experiencing particularly unaffordable or substandard housing conditions, representing 30 percent of all renters citywide. This includes all cost burdened ELI renters, as well as severely cost burdened very low-income renters and all low-income renters living in homes that are overcrowded or lacking the most basic amenities.

Affordable Housing Unit Goal:

To adequately address the needs of affordable housing in our community, it is imperative that we set aggressive but realistic goals to help add or preserve affordable housing units giving special attention to low income and extremely low income resident needs. The AHTF will monitor 2021 building permits and certificates of occupancy to establish unit goals for 2022, 2023, and 2024.

Committee Priorities:

Accessibility - Julie Ann Avin, Chair

The accessibility committee will delve into solutions for making access to quality affordable housing a reality for people within special populations i.e., people with mental illness, formerly incarcerated persons, people with disabilities, seniors and other populations.

Financing - Mr. Reggie Barner, Chair

The financing committee will identify effective affordable housing financing tools that can be utilized. Current tools under consideration include, but are not limited to the City of Columbia local affordable housing tax abatement program, social impact fund for private investors, an affordable housing bond, one cent sales tax program, tax increment financing, multi-county industrial park legislation, unclaimed state funds, land banks, an affordable housing impact fee, and a county-wide trust fund.

Legal & Zoning - Sue Berkowitz and Ms. Lila Anna Sauls, Co-Chairs

The legal & zoning committee will review laws needed to advance affordable housing opportunities, laws that are an impediment to affordable housing, and zoning changes necessary to support the development of more affordable housing. Other areas of focus include mechanisms to address the issue of providing assistance and funding for persons facing eviction and innovative ideas for the reuse of abandoned properties like hotels and motels.

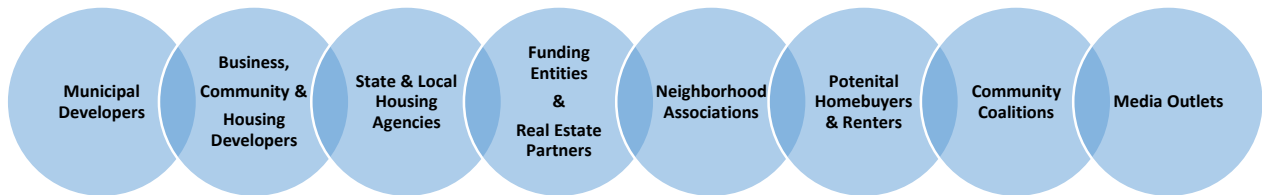
Partnerships - Jennifer Moore, Chair

The partnerships committee will bring together partners, such as other nonprofits and community based organizations that can help support the mission of the Affordable Housing Task Force.

Public Education & Awareness Committee - Brenna Bernadin, Chair

In collaboration with the partnerships committee, the public education & awareness committee will develop a strategy to help communicate the message of what affordable housing is and why it is needed, while working to dispel negative stereotypes about affordable housing and who we serve. We want to start a success story model. The goal is to demonstrate the worth and positive side of affordable housing, to debunk the myths, and work with opposition.

OUTREACH CATEGORIES





APPLICATION FOR SERVICE ON RICHLAND COUNTY COMMITTEE, BOARD OR COMMISSION

Applicant MUST reside in Richland County.

Name: Vivian McCray
Home Address: 137 Manorwood Ct Apt C, Columbia, SC 29217
Telephone: (home) (803) 397-8942 (work)
Office Address:
Email Address: vivianrose7@gmail.com
Educational Background: Master's degree
Professional Background: STATE GOVERNMENT
Male [] Female [x] Age: 18-25 [] 26-50 [] Over 50 [x]
Name of Committee in which interested: Central Midlands Council of Govt
Reason for interest: To advocate for citizens in Richland & other counties
Your characteristics/qualifications, which would be an asset to Committee, Board or Commission:
Prior work experience with Richland County. Served on Richland County Grievance Committee
Presently serve on any County Committee, Board or Commission? FCBB 5C
Any other information you wish to give?
Recommended by Council Member(s):
Hours willing to commit each month:

CONFLICT OF INTEREST POLICY

It is the policy of Richland County to require disclosure of any personal or financial interest that may be influenced by decisions of the Committee, Board or Commission for which any citizen applies for membership.

Such conflict of interest does not preclude service but shall be disclosed before appointment. The Clerk of Council shall be notified of any change on an annual basis and members of all Committees, Boards or Commissions shall be required to abstain from voting or influencing through discussion or debate, or any other way, decisions of the Committee, Board or Commission affecting those personal and financial interests.

All statements so filed shall be signed and verified by the filer. The verification shall state that the filer has used all reasonable diligence in its preparation, and that to the best of his or her knowledge, it is true and complete.

Any person who willfully files a false or incomplete statement of disclosure or no change of condition, or who willfully fails to make any filing required by this article, shall be subject to such discipline, including censure and disqualification from the Committee, Board or Commission, by majority vote of the council.

Have you been convicted or pled no contest of a crime other than minor traffic violations; checking yes does not automatically preclude you from consideration for appointment.

Yes _____ No _____

STATEMENT OF FINANCIAL OR PERSONAL INTERESTS

Do you have any financial or personal interest in any business or corporation (profit or not-for-profit) that could be potentially affected by the actions of the Committee, Board or Commission?

Yes _____ No _____

If so, describe: _____

Theran McGray
Applicant's Signature

10/22/2020
Date

**Return to:
Clerk of Council, Post Office Box 192, Columbia, SC 29202.
For information, call 576-2060.**

One form must be submitted for each Committee, Board or Commission on which you wish to serve.

Applications are current for one year.

Staff Use Only	
Date Received: <u>10/23/20</u>	Received by: <u>hmo</u>
Date Sent to Council: _____	
Status of Application:	<input type="checkbox"/> Approved 316 of 362 <input checked="" type="checkbox"/> Denied <input type="checkbox"/> On file



APPLICATION FOR SERVICE ON RICHLAND COUNTY COMMITTEE, BOARD OR COMMISSION

Applicant MUST reside in Richland County.

Name: Dr. Jeffrey Hunter
 Home Address: 118 Saskatoon Dr Hopkins, SC 29061
 Telephone: (home) 803-622-0570 (work) 803-622-0570
 Office Address: 118 Saskatoon Dr Hopkins, SC 29061
 Email Address: JLH192596@Yahoo.com
 Educational Background: Phd Bethany Seminary Dothan, AL
 Professional Background: College Professor, Pastor, 5016B
 Male Female Age: 18-25 26-50 Over 50
 Name of Committee in which interested: Central Midland Council Gov.
 Reason for interest: Social and economic growth.
over 30 years in Counseling.
 Your characteristics/qualifications, which would be an asset to Committee, Board or Commission:
Education: BA, MA, M.Div, Ph.D. over 30 yrs in Planning
 Presently serve on any County Committee, Board or Commission? NO
 Any other information you wish to give? Military Vet, law enforcement
 Recommended by Council Member(s): Chakisse Newton
 Hours willing to commit each month: 60

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Have you been convicted or pled no contest of a crime other than minor traffic violations; checking yes does not automatically preclude you from consideration for appointment.

Yes _____ No _____

STATEMENT OF FINANCIAL OR PERSONAL INTERESTS

Do you have any financial or personal interest in any business or corporation (profit or not-for-profit) that could be potentially affected by the actions of the Committee, Board or Commission?

Yes _____ No _____

If so, describe: _____


Applicant's Signature

2-17-21
Date

**Return to:
Clerk of Council, Post Office Box 192, Columbia, SC 29202.
For information, call 576-2060.**

One form must be submitted for each Committee, Board or Commission on which you wish to serve.

Applications are current for one year.

Staff Use Only	
Date Received: <u>2/18/21</u>	Received by: <u>mmo</u>
Date Sent to Council: _____	
Status of Application: <input type="checkbox"/> Approved <input type="checkbox"/> Denied <input type="checkbox"/> On file	

JEFFREY L. HUNTER

P.O. BOX 211051

COLUMBIA, S.C. 29221

(803) 622-0570

JLH192596@yahoo.com

EDUCATION:

Benedict College, Columbia, SC – Bachelor of Arts, 1987

Lutheran Theological Seminary, Columbia, SC – Masters of Arts in Religion, 1991

Erskine Theological Seminary, Due West, SC – Masters of Divinity, 1994

Bethany Theological Seminary, Dothan, AL – Doctor of Philosophy in Religion, 1997

PROFESSIONAL EXPERIENCE:

African Methodist Episcopal Church: 110 Pisgah Church Rd Columbia, SC 29203

Ph: (803) 935-0500 – 1988 – Present

Pastor – Duties and Responsibilities:

- . Counseling members of the church
- . Supervising local church organization
- . Provide budget for the local church

Allen University: 1530 Harden Street Columbia, SC 29204

Ph: (803) 254-4165 – 1995 – Present

Professor:

Duties and Responsibilities:

- . Teach the following classes
- .Old Testament
- . New Testament

- . The Writings of Paul

- . Church Administration

Newberry College: 2100 College Street Newberry, SC 29108

Ph: 1-800-845-4955 – 2004-2008

Professor:

Duties and Responsibilities:

- .Instructor for Religious Literature

- . Counsel Students

Limestone College: 1115 College Drive, Gaffney, SC 29340

Ph: 1-800-795-7151 – 2006-2008

Professor:

Duties and Responsibilities:

- . Instructor for religious Literature

- . Counsel Students

South Carolina Department of Correction: 4444 Broad River Rd Columbia, SC 29210

Ph: (803) 896-2893 – 1994-1995

Chaplain:

Duties and Responsibilities:

- . Provided Pastoral care

- . Counsel the resident of that community

- . Public Speaking

U.S Military Service as Infantry Officer, 1985 - 1995



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**APPLICATION FOR SERVICE ON RICHLAND COUNTY
COMMITTEE, BOARD OR COMMISSION**

Applicant MUST reside in Richland County.

Name: Stephanie O'Cain

Home Address: 6700 Longbrook Road, Columbia SC 29206

Telephone: (home) 803-479-9110 (cell) _____ (work) same

Office Address: Home: 6700 Longbrook Road, Columbia SC 29206

Email Address: ocainstephanie@gmail.com

Educational Background: BA in Accounting and Business Admin from Columbia College, Columbia SC

Professional Background: Certified Public Accounting working for a nonprofit that supports municipalities

Male Female Age: 18-25 26-50 Over 50

Name of Committee in which interested: Central Midlands COG

Reason for interest: I believe in the mission of the COG and would like to help connect/represent our community in that forum.

Your characteristics/qualifications, which would be an asset to Committee, Board or Commission:

I am a CFO and a CPA so I would bring a level-headed approach to the committee. In addition, I am a long-time resident and I have become increasingly passionate about learning and promoting the great things occurring in SC.

Presently serve on any County Committee, Board or Commission? No

Any other information you wish to give? Bio is attached

Recommended by Council Member(s): Chakisse Newton and Jim Manning

Hours willing to commit each month: 10+

CONFLICT OF INTEREST POLICY

It is the policy of Richland County to require disclosure of any personal or financial interest that may be influenced by decisions of the Committee, Board or Commission for which any citizen applies for membership.

Such conflict of interest does not preclude service but shall be disclosed before appointment. The Clerk of Council shall be notified of any change on an annual basis and members of all Committees, Boards or Commissions shall be required to abstain from voting or influencing through discussion or debate, or any other way, decisions of the Committee, Board or Commission affecting those personal and financial interests.

All statements so filed shall be signed and verified by the filer. The verification shall state that the filer has used all reasonable diligence in its preparation, and that to the best of his or her knowledge, it is true and complete.

Any person who willfully files a false or incomplete statement of disclosure or no change of condition, or who willfully fails to make any filing required by this article, shall be subject to such discipline, including censure and disqualification from the Committee, Board or Commission, by majority vote of the council.

Have you been convicted or pled no contest of a crime other than minor traffic violations; checking yes does not automatically preclude you from consideration for appointment.

Yes _____ No X _____

STATEMENT OF FINANCIAL OR PERSONAL INTERESTS

Do you have any financial or personal interest in any business or corporation (profit or not-for-profit) that could be potentially affected by the actions of the Committee, Board or Commission?

Yes _____ No X _____

If so, describe: I work for the Municipal Association of SC, however, I do not believe that is a conflict of interest as I am in the finance department. I do not lobby or set the Association's legislative agenda.

Applicant's Signature

2/24/2021
Date

Return to:
Clerk of Council, Post Office Box 192, Columbia, SC 29202.
For information, call 576-2060.

One form must be submitted for each Committee, Board or Commission on which you wish to serve.

Applications are current for one year.

Staff Use Only	
Date Received: <u>2/25/21</u>	Received by: <u>UNNUO</u>
Date Sent to Council: _____	
Status of Application: <input type="checkbox"/> Approved <input type="checkbox"/> Denied <input type="checkbox"/> On file	

Stephanie O'Cain CPA – Chief Financial Officer | Controller | Board Advisor

Driving performance improvements in both non-profits and local private businesses



803-479-9110

In: [linkedin.com/in/stephanieocain/](https://www.linkedin.com/in/stephanieocain/)

oainstephanie@gmail.com

Executive Summary

I am a **Chief Financial Officer / Controller, Board Advisor and Performance Improvement Expert**, leading the delivery and implementation of cross-functional financial strategies for both non-profits and local private businesses to strengthen the bottom line. Possesses demonstrable success in identifying and implementing innovative digital solutions to drive performance improvement and business change. Taking a hands-on approach to the assessment and reorganization of financially focused business processes to enhance cashflow. Recognized for success in leveraging existing and opening new networks to bring together thought leaders who can drive investment and sustainable growth. Skilled in building collaborative key stakeholder relationship up to Board level to achieve buy-in to business goals.

Career Narrative

I am currently CFO and Controller at Municipal Association of South Carolina (MASC), a business that represents 271 incorporated municipalities offering operations-enhancing services through 8 companies with \$485m in managed assets and \$75m annual revenues. In this role, I deliver financial expertise, guidance and strategic planning to ensure sound decision making by Board and Association executives and provide financial oversight for the Association and related organizations including Gervais Street Associates, S.C. Association of Municipal Power Systems, Municipal Insurance Services, OPEB trust and affiliates.

My current advisory portfolio includes: Columbia Chamber, as a key member of the Finance Committee; and as a voluntary advisor to the Executive Director of SC Women in Leadership, guiding decision making in areas including software development and community volunteer events.

Relevant Career Summary

- 2001 to present: Municipal Association of SC, Columbia, SC: Chief Financial Officer / Controller
- 1998 to 1999: O'Cain CPA: Owner
- 1996 to 1998: Derrick Stubbs & Stith, LLP: Senior Accountant
- 1988 to 1996: Brittingham, Dial & Jeffcoat CPAs: Senior Accountant

Career Highlights

- Performance Improvement:** MASC needed to eliminate letters of credit (LOC) and interest rate swap agreement. As CFO, I identified and led the change project working with internal and external stakeholders to have LOCs and swap cancelled with bonds paid in full, saving \$4m+.
- Short Term Investment:** MASC needed assistance with short term investments to lower banking costs and increase earnings. As CFO, I partnered with specialist consulting group to strengthen short term investments, earning \$200k in additional funds in 2018 alone and driving further \$90k in net savings over 3-years in 2020.
- Property Tax Appeal:** MASC's company, Gervais Street Associates, faced a major increase in property taxes. As CFO, I led the property tax appeal process, driving savings of c.\$30k annually which is equivalent to \$146k+ over the 5-years until the next assessment.

Additional Information

I am a CPA, licensed in South Carolina, and have Certified Public Funds Investment Manager Accreditation and Chartered Global Management Accountant Designation. I hold a BA Accounting / BA Business Administration from Columbia College.

Recommendation

"Jeanne Milliken Bonds, University of North Carolina Kenan-Flagler Business School, Professor "I met Stephanie in 2018 while speaking to a group of municipal officials about Opportunity Zones. Stephanie quickly became engaged and expanded a network of local officials and other thought leaders. At the time, I was with the Federal Reserve Bank of Richmond, but have since left to teach and lead two community-based initiatives at a top business school at a major research university. Stephanie has remained engaged in contract research we are delivering locally in South Carolina. She continues to lead beyond the definition of her title at the Municipal Association, connecting people and ideas to the benefit of South Carolinians state wide, including creating a women's network that focuses on an exchange of policy and entrepreneurial ideas."



+

**APPLICATION FOR SERVICE ON RICHLAND COUNTY
COMMITTEE, BOARD OR COMMISSION**

Applicant MUST reside in Richland County.

Name: T. Wayne Gilbert

Home Address: 207 Frasier Bay Road Columbia, SC 29229

Telephone: (home) 803-788-8436 (mobile) 803-446-5907

Office Address: _____

Email Address: twaynegilbert@gmail.com

Educational Background: Masters: Public Administration Bachelors: Statistics

Professional Background: GIS Manager / Statistician / Voter Reg. & Elections (retired state employee)

Male Female Age: 18-25 26-50 Over 50

Name of Committee in which interested: Central Midlands Council of Governments

Reason for interest: I want to use my education, experience, and analytical skills to improve the quality of life for the citizens in the Midlands area.

Your characteristics/qualifications, which would be an asset to Committee, Board or Commission:
I conduct myself in a professional manner. I am able to maintain a high degree of integrity as I provide services to citizens / customers, while working in a political environment.

Presently serve on any County Committee, Board or Commission? None

Any other information you wish to give? While employed with the Office of Research and Statistical Services, I helped to create and modify public policies such as; redistricting plans, election precinct boundaries, incorporation proposals for new towns and cities, as well as other special projects using Geographic Information Systems (GIS) software.

Recommended by Council Member(s): Overture Walker

Hours willing to commit each month: 8-12 hours

CONFLICT OF INTEREST POLICY

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Have you been convicted or pled no contest of a crime other than minor traffic violations; checking yes does not automatically preclude you from consideration for appointment.

Yes _____ No ✓

STATEMENT OF FINANCIAL OR PERSONAL INTERESTS

Do you have any financial or personal interest in any business or corporation (profit or not-for-profit) that could be potentially affected by the actions of the Committee, Board or Commission?

Yes _____ No ✓

If so, describe: _____

T. Wayne Hilbert
Applicant's Signature

3/3/21
Date

**Return to:
Clerk of Council, Post Office Box 192, Columbia, SC 29202.
For information, call 576-2060.**

One form must be submitted for each Committee, Board or Commission on which you wish to serve.

Applications are current for one year.

Staff Use Only	
Date Received: <u>3/3/21</u>	Received by: <u>Juno</u>
Date Sent to Council: _____	
Status of Application: <input type="checkbox"/> Approved <input type="checkbox"/> Denied <input type="checkbox"/> On file	



APPLICATION FOR SERVICE ON RICHLAND COUNTY COMMITTEE, BOARD OR COMMISSION

Applicant MUST reside in Richland County.

Name: William C. Simon, Jr.

Home Address: 612 Senegal Lane, Columbia, South Carolina 29229

Telephone: (home) (803) 413-2830 (work) (803) 738-3229

Office Address: 763 Fashion Drive, Columbia, South Carolina 29229

Email Address: wcsimonjr@gmail.com

Educational Background: B.S. / South Carolina State University | M.P.A / Clemson University

Professional Background: 17+ years of experience in Local Government Planning & GIS

Male Female Age: 18-25 26-50 Over 50

Name of Committee in which interested: Central Midlands Council of Governments Advisory Council

Reason for interest: I'm passionate about the growth of our County and serving our community. My professional experience will allow me to be an effective member with a comprehensive perspective.

Your characteristics/qualifications, which would be an asset to Committee, Board or Commission:

(Past Member) Board of Zoning Appeals / (Past Member) SC American Public Works Association /

(Past President) SC-APWA Midlands Branch / "I'm dedicated, friendly, professional, and committed."

Presently serve on any County Committee, Board or Commission? No

Any other information you wish to give? No

Recommended by Council Member(s): Councilwoman Jesica Mackey

Hours willing to commit each month: As many as necessary to be an effective advisory member.

CONFLICT OF INTEREST POLICY

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Have you been convicted or pled no contest of a crime other than minor traffic violations; checking yes does not automatically preclude you from consideration for appointment.

Yes _____ No ✓

STATEMENT OF FINANCIAL OR PERSONAL INTERESTS

Do you have any financial or personal interest in any business or corporation (profit or not-for-profit) that could be potentially affected by the actions of the Committee, Board or Commission?

Yes _____ No ✓

If so, describe: N/A

William Simon
Applicant's Signature

March 1, 2021
Date

Return to:
Clerk of Council, Post Office Box 192, Columbia, SC 29202.
For information, call 576-2060.

One form must be submitted for each Committee, Board or Commission on which you wish to serve.

Applications are current for one year.

Staff Use Only	
Date Received: <u>3/4/21</u>	Received by: <u>WMD</u>
Date Sent to Council: _____	
Status of Application: <input type="checkbox"/> Approved <input type="checkbox"/> Denied <input type="checkbox"/> On file	

March 1, 2021

Richland County Council
Boards & Commission Selection Committee
Attn: Clerk of Council
2020 Hampton Street
P.O. Box 192
Columbia, SC 29202

Dear Selection Committee:

Please accept this letter of interest in support of my application to serve on the Central Midlands Council of Governments Advisory Council. I have been a resident of Columbia, SC for 20 years and encouraged by the growth in our rural and urban areas. As this growth continues, it's important to support initiatives to promote economic development, protect the environment, and contribute to the vision of Richland County and South Carolina.

I have over 17 years of experience in local government with emphasis on Land Development & Planning. I'm aware of the unique challenges and opportunities the county and state face during phases of growth and development.

I have particular interest in communities planning for transportation and future land use in a way that leads to more livable, economically viable, and sustainable communities and increase opportunities for transit, walking and cycling.

If I'm considered for appointment, I would love to discuss my intentions in an interview. Thank you for reading.

Respectfully,

A handwritten signature in cursive script that reads "William Simon".

William Simon, MPA



**APPLICATION FOR SERVICE ON RICHLAND COUNTY
COMMITTEE, BOARD OR COMMISSION**

Applicant MUST reside in Richland County.

Name: Charles L. Appleby, III (Charlie)

Home Address: 413 Turkey Point Circle

Telephone: (home) (803) 736-8562 (cell/work) (803) 315-0355

Office Address: N/A (Retired)

Email Address: charlieapplebyiii@gmail.com

Educational Background: B.S. Business Administration: University of South Carolina

Professional Background: Banker / Development Officer (see attached resume)

Male Female Age: 18-25 26-50 Over 50

Name of Committee in which interested: Central Midlands Council for Governments

Reason for interest: Public Service

Your characteristics/qualifications, which would be an asset to Committee, Board or
Commission:

Background in finance and management; also served on
Sumter County Council;

Presently serve on any County Committee, Board or Commission? Central Midlands
Council for Governments

Any other information you wish to give? See Resume attached

Recommended by Council Member(s): Jessica Mackey

Hours willing to commit each month: As needed

CONFLICT OF INTEREST POLICY

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Have you been convicted or pled no contest of a crime other than minor traffic violations; checking yes does not automatically preclude you from consideration for appointment.

Yes _____ No _____

STATEMENT OF FINANCIAL OR PERSONAL INTERESTS

Do you have any financial or personal interest in any business or corporation (profit or not-for-profit) that could be potentially affected by the actions of the Committee, Board or Commission?

Yes _____ No _____

If so, describe: _____

Chas. Applegate
Applicant's Signature

2/22/21
Date

Return to:
Clerk of Council, Post Office Box 192, Columbia, SC 29202.
For information, call 576-2060.

One form must be submitted for each Committee, Board or Commission on which you wish to serve.

Applications are current for one year.

Staff Use Only	
Date Received: _____	Received by: _____
Date Sent to Council: _____	
Status of Application:	<input type="checkbox"/> Approved <input type="checkbox"/> Denied <input type="checkbox"/> On file

Charles L. Appleby, III

216 Genesee Valley Road, Columbia, South Carolina 29223
803.736.8562 (H) 803.315.0355 (C)
charlieapplebyiii@gmail.com

Summary of Qualifications

Self-starter and team player with a demonstrated track record of developing and implementing positive change. Proven managerial, sales, financial and leadership ability coupled with solid organizational skills. Ability to solve problems, reorganize structure, implement a new direction strategy and promote positive outcomes.

Retired February 2014

Professional Experience

1996- 2014 **The University of South Carolina, Columbia, South Carolina**

Four-year comprehensive public university with 44,000 students and 307,000 living alumni

Senior Director of Development - Budget and Planning (September 2011 – 2014)

Similar duties as previous. Realignment in organizational structure of University Development.

Executive Director of Development - Financial and Campaign Operations (February 2009 – September 2011)

Responsible for the management and coordination of financial and campaign operational activities for University Development; work with all areas of the university including the President's Office, Planning and Finance Office, University Foundations, colleges/schools/units, etc.; supervise divisional financial matters (budget and expense authorization) for state appropriated, designated and foundation fundraising funds totaling approximately \$10.2 million. Review request for significant expenditures and other allocation of resources. Assist in short and long range planning strategies; manage a broad collection of programs, systems and projects to facilitate and improve development processes.

Executive Director of Development – Corporate and Regional Programs (September 2007 – February 2009)

Coordinated Corporation Relations/Programs with DODs, Deans, faculty, researchers and other University stakeholders. Identified areas of mutual interest between corporations and the University; developed relationships to meet corporate needs and maximized the research and philanthropic dollars to the appropriate areas of the University; responsible for University-wide coordination of fundraising from business and industry. Established a campus-wide group comprised of the head of the University Career Center, Innovista, the Moore School Executive Education and a representative from the office of research. This group met regularly to share information and coordinate activities with business and industry on campus.

Coordinated regional activities outside of S.C. and worked with the University's high-end individual prospects/donors.

Managed the development and implementation of a web portal for the University's home page for Business and Industry.

**Executive Director of Development – Regional and Constituent Programs
(July 2006 – September 2007)**

Member of the 4 person Development Team that would oversee the management of the Proposed Comprehensive University Capital Campaign.
Managed the Directors of Development for the Honors College, University Libraries, College of Mass Communications and Information Studies, Division of Student Affairs, School of Music, College of Education, and College of Hospitality, Retail, and Sport Management.
Planned, organized, and coordinated the preparation of these Directors and their units for the Proposed Comprehensive University Capital Campaign.
Managed an active list of prospects.
Traveled with the president (Dr. Andrew Sorensen) of the university on his visits to major cities outside of South Carolina.

Senior Director of Development – Regional Major Gifts (May 2004 – June 2006)

Director of Development – Manager of Regional Development (May 2003 – May 2004)

Director of Development – Manager of Regional Campaigns (June 2001 – April 2003)

During the Bicentennial Campaign had responsibility for coordination and maintenance of 34 volunteer regional campaign committees comprised of USC alumni. These committees were located in S.C. and around the country.
Managed 2 Directors of Development and 1 administrative assistant.
Managed an active donor list of 200 potential donors; traveled 2 weeks a month out of state.
Actively worked (cultivate, solicit, close gifts, stewardship) prospect/donors in Greenville, Atlanta, Houston, Austin, Dallas, Richmond, and Washington, D.C.
Traveled with the president (Dr. John Palms) of the University on his visits to the above areas.
Member of the Development Department Steering Committee.

Director of Development – Regional Campaigns (July 2000 – May 2001)

Director of Development - College of Engineering (January 1998 – June 2000)

Regional Director of Development - Major Gifts (1996 - 1997)

1991 – 1996 **The National Bank of South Carolina, Columbia, South Carolina**

\$1 Billion statewide banking organization with 39 branches in 18 cities providing complete retail commercial, trust and investment services.

Senior Vice President

Statewide responsibilities for Consumer Loan Administration, Sales Finance and Management Information Systems, including staffing, budgeting and operational functions. Prior experience in position also included management of the Mortgage Loan, Bankcard, Blank Check (Equity Lines of Credit) and Leasing Department. Managed 4 officers directly and 23 employees indirectly.

1976 – 1991 **C&S National Bank of South Carolina, Columbia, South Carolina**

\$3 Billion statewide banking organization with branches in 39 cities providing complete retail commercial, trust and investment services.

Vice President and Manager of Statewide Consumer Sales Finance (1989-1991)

Managed \$295 Million loan portfolio, Collections, Bankruptcy and Recovery Departments, including budgeting and operational functions.

Managed 3 officers directly and 39 employees indirectly.

Established centralized Sales Finance management department.

Developed management reports for analysis of statewide Sales Finance loans.

Implemented credit review.

Vice President and City Executive Officer, Sumter, South Carolina (1985-1989)

Assistant Vice President and Commercial Loan Officer (1980-1985)

Branch Manager (1978-1980)

Assistant Branch Manager (1977-1978)

Management Associate (1976-1977)

1974 – 1976 **South Carolina Employment Security Commission, Columbia South Carolina**

Education

University of South Carolina, Columbia, SC

B.S. Business Administration

Banking and Finance (1973): Management (1974)

Professional Training

Advancement Resources:

The Art and Science of Donor Development, 2006

Coaching to The Art and Science of Donor Development, 2007

Stonier Graduate School of Banking, 1986

South Carolina Banker's School, 1983

C&S Bank Commercial Credit School, 1980

Honors

Listed in 1985 Outstanding Young Men in America

Elected Office

Sumter County Council (1985-1988)

Community Activities

S. C. Jobs Economic Development Authority

Past Board member

Past Chairman

S. C. Coordinating Council for Economic Development

Chamber of Commerce – Sumter, S.C.

Past Vice President for Economic Development

Past Vice President for Finance

Past Vice President for Organization

United Way

Boy Scouts of America

Past Executive Board Member Pee Dee Area

March of Dimes

Past Treasurer of Santee/Wateree Chapter

Lions Club

Past Member of Board of Directors

Pee Dee Chapter of BAI

Past Board Member

Kathwood Baptist Church

Past Chairman of Deacons

Past Co-Chair of \$800,000 Building Drive

Forest Lake Presbyterian Church

Elder

Past Chairman Finance and Administration Ministry

Rotary Club of Five Points

Past Board Member

Family Service Center of S.C.

Past Board Member

Past Executive Committee

Current:

WildeWood Section I-IV Homeowners Association – Board Member

Central Midlands Council for Governments – Board Member



APPLICATION FOR SERVICE ON RICHLAND COUNTY COMMITTEE, BOARD OR COMMISSION

Applicant MUST reside in Richland County.

Name: Robert (Bobby) Freeman Curtis

Home Address: 5521 Lakeshore Dr. Columbia, S.C. 29206

Telephone: (home) 803-513-1095 (work) 803-799-8035

Office Address: 1711 Gervais St. Columbia, S.C. 29201

Email Address: bobylncurt@aol.com

Educational Background: Univ. of S.C. - BS in Marketing/Management

Professional Background: Hotel Operations - Franchising Club Mgt, Assist. Living Dir. Residential Real Estate Broker

Male [X] Female [] Age: 18-25 [] 26-50 [] Over 50 [X]

Name of Committee in which interested: East Richland Public Service

Reason for interest: My Dad is a retired City Manager (Sumter); he provided a great example of serving the public interest. I enjoy that as much as he did.

Your characteristics/qualifications, which would be an asset to Committee, Board or Commission:

My hospitality background provides a great understanding of food/bev operations as related to grease disposal + other commercial needs.

Presently serve on any County Committee, Board or Commission? No

Any other information you wish to give? As a reator, I understand developer + public needs.

Recommended by Council Member(s): Joseph Walker, III

Hours willing to commit each month: As needed, but I estimate 10-15 hours

CONFLICT OF INTEREST POLICY

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Have you been convicted or pled no contest of a crime other than minor traffic violations; checking yes does not automatically preclude you from consideration for appointment.

Yes _____ No ✓

STATEMENT OF FINANCIAL OR PERSONAL INTERESTS

Do you have any financial or personal interest in any business or corporation (profit or not-for-profit) that could be potentially affected by the actions of the Committee, Board or Commission?

Yes _____ No ✓

If so, describe: _____

Robert F. Curtis
Applicant's Signature

Date

Return to:
Clerk of Council, Post Office Box 192, Columbia, SC 29202.
For information, call 576-2060.

One form must be submitted for each Committee, Board or Commission on which you wish to serve.

Applications are current for one year.

Staff Use Only	
Date Received: <u>8/14/20</u>	Received by: <u>[Signature]</u>
Date Sent to Council: _____	
Status of Application: <input type="checkbox"/> Approved	<input type="checkbox"/> Denied <input type="checkbox"/> On file



APPLICATION FOR SERVICE ON RICHLAND COUNTY COMMITTEE, BOARD OR COMMISSION

Applicant MUST reside in Richland County.

Name: John F. Kososki

Home Address: 5225 Lakeshore Drive, Columbia, SC 29206

Telephone: (home) (803) 787-1706 (work)

Office Address:

Email Address: drjohnfk@gmail.com

Educational Background: BSEE (U. of Wisconsin); MSEE (M.I.T.); DBA (Harvard U.)

Professional Background: Teaching (Emory U.); SC office of Governor; Independent Consultant (30 yrs)

Male [x] Female [] Age: 18-25 [] 26-50 [] Over 50 []

Name of Committee in which interested: East Richland Public Service Commission

Reason for interest: My engineering and finance background is ideally suited for issues and activities of the "Sewer District." I wish to contribute to

Your characteristics/qualifications, which would be an asset to Committee, Board or Commission, the full extent of my abilities

Commission: A keen analytic mind, a solid business and financial background having served as a technical and economic consultant to corporate and government organizations

Presently serve on any County Committee, Board or Commission? Two terms on Board of Assessment Appeals. Awaiting a replacement.

Any other information you wish to give?

Recommended by Council Member(s): Mr. Jim Manning

Hours willing to commit each month: 5-10 hours per month or whatever it takes

CONFLICT OF INTEREST POLICY

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Have you been convicted or pled no contest of a crime other than minor traffic violations; checking yes does not automatically preclude you from consideration for appointment.

Yes _____ No _____

STATEMENT OF FINANCIAL OR PERSONAL INTERESTS

Do you have any financial or personal interest in any business or corporation (profit or not-for-profit) that could be potentially affected by the actions of the Committee, Board or Commission?

Yes _____ No _____

If so, describe: _____

John F. Kososki
Applicant's Signature

Oct. 6, 2020
Date

Return to:
Clerk of Council, Post Office Box 192, Columbia, SC 29202.
For information, call 576-2060.

One form must be submitted for each Committee, Board or Commission on which you wish to serve.

Applications are current for one year.

Staff Use Only	
Date Received: <u>10/15/20</u>	Received by: <u>hbk</u>
Date Sent to Council: _____	
Status of Application: <input type="checkbox"/> Approved <input type="checkbox"/> Denied <input type="checkbox"/> On file	



APPLICATION FOR SERVICE ON RICHLAND COUNTY COMMITTEE, BOARD OR COMMISSION

Applicant MUST reside in Richland County.

Name: Catherine S. Cook
Home Address: 6806 PineTree Circle
Telephone: (home) 803-782-6806 (cell/work) 803-331-6104
Office Address: /
Email Address: cathycook@aol.com
Educational Background: BA in Education, Univ. of Md., College Park
Professional Background: marketing, education

Male [] Female [] Age: 18-25 [] 26-50 [] Over 50 []

Name of Committee in which interested: East Richland Cnty Public Service Dist.
Reason for interest: I have seen the critical & necessary improvements taking place... hope to see the work completed.

Your characteristics/qualifications, which would be an asset to Committee, Board or Commission: I truly appreciate the fine work of the women and men in this District. I served on this Commission 2002-2012. Again 2015-2020. The exec director & staff we

Presently serve on any County Committee, Board or Commission? ERCPSD + work well together.
Any other information you wish to give? this position must be filled by a resident of Arcadia Lakes

Recommended by Council Member(s):
Hours willing to commit each month: as many as needed

CONFLICT OF INTEREST POLICY

It is the policy of Richland County to require disclosure of any personal or financial interest that may be influenced by decisions of the Committee, Board or Commission for which any citizen applies for membership.

Such conflict of interest does not preclude service but shall be disclosed before appointment. The Clerk of Council shall be notified of any change on an annual basis and members of all Committees, Boards or Commissions shall be required to abstain from voting or influencing through discussion or debate, or any other way, decisions of the Committee, Board or Commission affecting those personal and financial interests.

All statements so filed shall be signed and verified by the filer. The verification shall state that the filer has used all reasonable diligence in its preparation, and that to the best of his or her knowledge, it is true and complete.

Any person who willfully files a false or incomplete statement of disclosure or no change of condition, or who willfully fails to make any filing required by this article, shall be subject to such discipline, including censure and disqualification from the Committee, Board or Commission, by majority vote of the council.

Have you been convicted or pled no contest of a crime other than minor traffic violations; checking yes does not automatically preclude you from consideration for appointment.

Yes _____ No _____

STATEMENT OF FINANCIAL OR PERSONAL INTERESTS

Do you have any financial or personal interest in any business or corporation (profit or not-for-profit) that could be potentially affected by the actions of the Committee, Board or Commission?

Yes _____ No _____

If so, describe: _____

Catherine S. Cook
Applicant's Signature

Aug. 31, 2020
Date

Return to:
Clerk of Council, Post Office Box 192, Columbia, SC 29202.
For information, call 576-2060.

One form must be submitted for each Committee, Board or Commission on which you wish to serve.

Applications are current for one year.

Staff Use Only	
Date Received: <u>Sept 2nd</u> 11:30	Received by: <u>Jamun Blair</u>
Date Sent to Council: <u>Sept 2nd</u>	
Status of Application: <input type="checkbox"/> Approved <input type="checkbox"/> Denied <input type="checkbox"/> On file	

2



**APPLICATION FOR SERVICE ON RICHLAND COUNTY
COMMITTEE, BOARD OR COMMISSION**

Applicant MUST reside in Richland County.

Name: Don S. Polite Jr.

Home Address: 213 Wannamaker Way

Telephone: (home) 5165470719 (work)

Office Address:

Email Address: djpolite@gmail.com

Educational Background: B.A., American Studies, Williams College; M.S. Education, Brooklyn College; Ph.D. History, University of South Carolina

Professional Background: Special Educator, Public Historian, College Teacher

Male Female Age: 18-25 26-30 Over 30

Name of Committee in which interested: Transportation Penny Advisory Committee

Reason for interest: Focusing on issues of racial, economic, and racial equity from a planning standpoint

Your characteristics/qualifications, which would be an asset to Committee, Board or Commission:

through community work as part of Steria Club, I have been frequently contacted for questions of diversity and equity, especially as an independent consultant for State Department of Transportation advisory documents for emergencies

Presently serve on any County Committee, Board or Commission? No

Any other information you wish to give? N/A

Recommended by Council Member(s): N/A

Hours willing to commit each month: 4

CONFLICT OF INTEREST POLICY

Richland County to require disclosure of any personal or financial interest that may be influenced by decisions of the Committee, Board or Commission for which any citizen applies for membership.

Such conflict of interest does not preclude service but shall be disclosed before appointment. The Clerk of Council shall be notified of any change on an annual basis and members of all through discussion or debate, or any other way, decisions of the Committee, Board or Commission affecting those personal and financial interests.

All statements so filed shall be signed and verified by the filer. The verification shall state that the filer has used all reasonable diligence in its preparation, and that to the best of his or her knowledge, it is true and complete.

Any person who willfully files a false or incomplete statement of disclosure or no change of condition, or who willfully fails to make any filing required by this article, shall be subject to such discipline, including censure and disqualification from the Committee, Board or Commission, by majority vote of the council.

Have you been convicted or pled no contest of a crime other than minor traffic violations; checking yes does not automatically preclude you from consideration for appointment.

Yes _____ No

STATEMENT OF FINANCIAL OR PERSONAL INTERESTS

Do you have any financial or personal interest in any business or corporation (profit or not-for-profit) that could be potentially affected by the actions of the Committee, Board or Commission?

Yes _____ No

If so, describe: _____

Don S. Polite Jr.
Applicant's Signature

3/1/2021
Date

Return to:
Clerk of Council, Post Office Box 192, Columbia, SC 29202.
For information, call 875.2260.

One form must be submitted for each Committee, Board or Commission on which you wish to serve.

Applications are current for one year.

Staff Use Only	
Date Received: <u>2/5/21</u>	Received by: <u>[Signature]</u>
Date Sent to Council: _____	
Status of Application: <input type="checkbox"/> Approved <input type="checkbox"/> Denied <input type="checkbox"/> On file	



APPLICATION FOR SERVICE ON RICHLAND COUNTY
COMMITTEE, BOARD OR COMMISSION

Applicant MUST reside in Richland County.

Name: Brenda B. Branich, PhD

Home Address: 509 Cold Branch Drive Columbia, SC 29223

Telephone: (home) 803.920.4285 (work) 803.386.8237

Office Address: 10120 Two Notch Rd Ste 2 Unit 118 Columbia, SC 29223

Email Address:
Branichb@gmail.com

Educational Background: Doctor of Philosophy in Business Management

Professional Background: Owner Operator B Branich Coaching and Consulting

Male _____ Female XX Age: 18-25 _____ 26-50 _____ Over 50 XX

Name of Committee in which interested: Transportation Penny Advisory Committee

Reason for interest: My civic and community service has been hands on for the past 30 years. I would like to serve as a commissioner to assist with bettering the community and environment where I reside.

Your characteristics/qualifications, which would be an asset to Committee, Board or Commission:
I have 30 plus years of leadership experience in the banking and insurance industries. My interest in community development, growth, equity, diversity and inclusion would serve the board and the mission of the board well.

Presently serve on any County Committee, Board or Commission? None

Any other information you wish to give? I have been a community volunteer for the past 30 years

Recommended by Council Member(s): Cheryl English and Jessica Mackey

Hours willing to commit each month: 10 - 15

CONFLICT OF INTEREST POLICY

It is the policy of Richland County to require disclosure of any personal or financial interest that may be influenced by decisions of the Committee, Board or Commission for which any citizen applies for membership.

Such conflict of interest does not preclude service but shall be disclosed before appointment. The Clerk of Council shall be notified of any change on an annual basis and members of all Committees, Boards or Commissions shall be required to abstain from voting or influencing through discussion or debate, or any other way, decisions of the Committee, Board or Commission affecting those personal and financial interests.

All statements so filed shall be signed and verified by the filer. The verification shall state that the filer has used all reasonable diligence in its preparation, and that to the best of his or her knowledge, it is true and complete.

Any person who willfully files a false or incomplete statement of disclosure or no change of condition, or who willfully fails to make any filing required by this article, shall be subject to such discipline, including censure and disqualification from the Committee, Board or Commission, by majority vote of the council.

Have you been convicted or pled no contest of a crime other than minor traffic violations; checking yes does not automatically preclude you from consideration for appointment.

Yes _____ No XX _____

STATEMENT OF FINANCIAL OR PERSONAL INTERESTS

Do you have any financial or personal interest in any business or corporation (profit or not-for-profit) that could be potentially affected by the actions of the Committee, Board or Commission?

Yes _____ No XX _____

If so, describe: _____

Brenda B. Swan, MS 3.4.2021
Applicant's Signature Date

Return to:
Clerk of Council, Post Office Box 192, Columbia, SC 29202.
For information, call 576-2060.

One form must be submitted for each Committee, Board or Commission on which you wish to serve.

Applications are current for one year.

Date Received: <u>3/5/21</u>	Staff Use Only	Received by: <u>JHUNO</u>
Date Sent to Council: _____		
Status of Application: <input type="checkbox"/> Approved <input type="checkbox"/> Denied <input type="checkbox"/> On file		

Brenda B Branich BIO



Brenda B. Branich, PhD, MBA, owner operator of B Branich Coaching and Consulting holds a Doctor of Philosophy in Business Management, a Master of Business Administration (M.B.A.) from St. Leo University, and Bachelor of Arts in Psychology from the University of South Carolina. Employed in the banking and insurance industries for over 30 years she has held numerous leadership and management positions that enhanced her professional prowess. Brenda has served on a plethora of non-profit boards. While a Board member for City Year Columbia, she was awarded the coveted red jacket for her tenure and loyal service. Dr. Branich also served on the boards for Palmetto Hospice Board of Palmetto Richland Hospital, Girls Incorporated Columbia, Delta House Inc, The Edgewood Foundation, and Richland County Library Friends where she served as Chair, Vice Chair and Treasurer. Dr. Branich has been instrumental in securing funding, recruiting board members, planning, coordinating, and implementing workshops that enhanced the board member's knowledge of nonprofits and the community at large and working to strengthen partnerships and programs. As the result of her untiring efforts, Dr. Branich was named the United Way of the Midlands 2020 volunteer.

Her passion is customer service and assisting professionals with realizing their full potential through self-actualization. A certified trainer for the world-renowned Myers Briggs personality assessment organization, Brenda reinforces the importance of truly knowing oneself with one on one personal assessments. She enjoys individual assessments as well as team building and group facilitation. Her mantra is "if your dreams don't scare you, they aren't big enough" Dr. Branich earned her Diversity and Inclusion certification from Cornell University which affords her the opportunity to facilitate a myriad of workshops.

Dr. Branich is a proud member of Delta Sigma Theta Sorority Inc. where her philanthropic beliefs are perfectly suited for the principles of Delta Sigma Theta Sorority Inc. Dr. Branich successfully led the 400 plus Columbia (SC) Alumnae chapter as President from 2015 – 2019. She serves on local and regional committees that benefit the Sorority and the Community. She has a wealth of experience with Talent Acquisition, Public Speaking, Team Building, Professional and Career Coaching, Training Facilitation, Process Improvement, Administration, Leadership, Collaboration, and Communication and is delighted to share her business acumen with those wanting or needing her service.



Agenda Briefing

Prepared by:	Michael Niermeier	Title:	Director
Department:	Transportation	Division:	
Date Prepared:	April 16, 2021	Meeting Date:	May 25, 2021
Legal Review	Elizabeth McLean via email	Date:	May 06, 2021
Budget Review	James Hayes via email	Date:	May 18, 2021
Finance Review	Stacey Hamm via email	Date:	May 18, 2021
Approved for consideration:	Assistant County Administrator	John M. Thompson, Ph.D., MBA, CPM	
Committee	Transportation Ad Hoc		
Subject:	Three Rivers Greenway Boozer Property Conveyance		

STAFF’S RECOMMENDED ACTION:

Staff requests Council approve an Ordinance shown in Attachment 1 of this briefing document to convey the “Boozer properties” (TMS#07208-03-01) of 0.430 acre (18,749 SF) and (TMS#07208-03-02) of 0.509 acre (22,163 SF) located by Candi Lane (S40-2889) of the Three Rivers Greenway project to the City of Columbia for ownership and maintenance.

Request for Council Reconsideration: Yes

FIDUCIARY:

Are funds allocated in the department’s current fiscal year budget?		Yes		No
If no, is a budget amendment necessary?		Yes		No

ADDITIONAL FISCAL/BUDGETARY MATTERS TO CONSIDER:

None.

COUNTY ATTORNEY’S OFFICE FEEDBACK/POSSIBLE AREA(S) OF LEGAL EXPOSURE:

None.

REGULATORY COMPLIANCE:

Non-applicable.

MOTION OF ORIGIN:

There is no associated Council motion of origin.

Council Member	
Meeting	
Date	

STRATEGIC & GENERATIVE DISCUSSION:

The subject property was used to construct the Three Rivers Greenway as designed and a portion was needed for the parking lot that will be maintained by the City of Columbia. The remainder of the property is “undevelopable”. Richland County paid \$40,000 for the 0.939 acre on June 28, 2016 as part of the project Right-of-Way Acquisition.

A public hearing for the Request for Annexation by the City of Columbia of the subject property was held at the Richland County Special Called Meeting on November 10, 2020 (Item 12.c) with no comments. Council then approved the petition for annexation for Third Reading (Item 14.c) at the same meeting. The vote was approved 8-0 and failed reconsideration (Att-2).

ADDITIONAL COMMENTS FOR CONSIDERATION:

None.

ATTACHMENTS:

1. Deed Ordinance – Three Rivers Boozier Property
2. November 10, 2021 Special Called Meeting Minutes – Approved Annexation by the City of Columbia

STATE OF SOUTH CAROLINA
COUNTY COUNCIL FOR RICHLAND COUNTY
ORDINANCE NO. _____-21HR

AN ORDINANCE AUTHORIZING DEED TO THE CITY OF COLUMBIA FOR CERTAIN PARCELS ON THE THREE RIVERS GREENWAY/SALUDA RIVERWALK; RICHLAND COUNTY TMS #07208-03-01 AND TMS #07208-03-02.

Pursuant to the authority granted by the Constitution of the State of South Carolina and the General Assembly of the State of South Carolina, BE IT ENACTED BY RICHLAND COUNTY COUNCIL:

SECTION I. The County of Richland and its employees and agents are hereby authorized to grant a deed to The City of Columbia for parcels on the Three Rivers Greenway/Saluda Riverwalk; TMS #07208-03-01 AND TMS #07208-03-02; as specifically described in the attached Title To Real Estate.

SECTION II. Severability. If any section, subsection, or clause of this ordinance shall be deemed unconstitutional or otherwise invalid, the validity of the remaining sections, subsections, and clauses shall not be affected thereby.

SECTION III. Conflicting Ordinances. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

SECTION IV. Effective Date. This ordinance shall be enforced from and after _____.

RICHLAND COUNTY COUNCIL

By: _____
Paul Livingston, Chair

Attest this _____ day of _____, 2021.

Andrea Mathis
Clerk of Council

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



Richland County Council

SPECIAL CALLED MEETING
November 10, 2020 – 6:00 PM
Zoom Meeting
2020 Hampton Street, Columbia, SC 29204

COUNCIL MEMBERS PRESENT: Paul Livingston, Chair; Dalhi Myers, Joyce Dickerson, Bill Malinowski, Jim Manning, Yvonne McBride, Chakisse Newton, Allison Terracio, and Joe Walker

OTHERS PRESENT: Michelle Onley, Dale Welch, John Thompson, Ashiya Myers, Larry Smith, Ashley Powell, Sandra Haynes, Leonardo Brown, Judy Carter, Brad Farrar, Tamar Black, Jennifer Wladischkin, Tariq Hussain, Michael Niermeier, Randy Pruitt, Clayton Voignier, James Hayes, Stacey Hamm, Michael Maloney, Stephen Staley, Ronaldo Myers, Michael Byrd, Kerry Smyser, Brittney Hoyle-Terry, Quinton Epps, Jeff Ruble Dwight Hanna and Geo Price

1. **CALL TO ORDER** – Mr. Livingston called the meeting to order at approximately 6:00 PM.
2. **INVOCATION** – The Invocation was led by the Honorable Joyce Dickerson.
3. **PLEDGE OF ALLEGIANCE** – The Pledge of Allegiance was led by the Honorable Joyce Dickerson
4. **APPROVAL OF MINUTES**
 - a. Special Called Meeting: October 6, 2020 – Ms. Dickerson moved, seconded by Mr. Walker, to approve the minutes as distributed.

In Favor: Malinowski, Dickerson, McBride, Livingston, Terracio, Walker, Myers and Newton

Not Present: Kennedy

The vote in favor was unanimous.
 - b. Regular Session: October 20, 2020 – Ms. McBride moved, seconded by Ms. Terracio, to approve the minutes as distributed.

In Favor: Malinowski, Dickerson, McBride, Livingston, Terracio, Walker, Myers and Newton

Not Present: Kennedy

The vote in favor was unanimous.
 - c. Zoning Public Hearing: October 27, 2020 – Ms. McBride moved, seconded by Ms. Dickerson, to approve the minutes as distributed.

Mr. Livingston made a substitute motion, seconded by Mr. Walker, to reconsider the portion of the minutes related to Case # 20-022MA.

- c. Rooftop Cocktails Reception with Project Sunshine Executives, November 12, 4:45 – 5:45 PM, Nelson Mullins Law Firm – Ms. Onley provided information regarding this upcoming event.
11. **REPORT OF THE CHAIR** – No report was given.

12. OPEN/CLOSE PUBLIC HEARINGS

- a. An Ordinance Amending the Fiscal Year 2021 General Fund Annual Budget by \$921,103 to amend the School Resource Officer Budget – No comments were received.
- b. An Ordinance Amending the Fiscal Year 2021 School Resource Officer Fund Annual Budget by \$647,103 to account for RCSD needs – No comments were received.
- c. An Ordinance authorizing consent for annexation to the City of Columbia for .509± Acre on S/S Candi Lane, which is a portion of TMS # 07208-03-02; a part of the Three Rivers Greenway – No comments were received.
- d. Authorizing the execution and delivery of a fee-in-lieu of ad valorem taxes and incentive agreement by and between Richland County, South Carolina and Project Sunshine to provide for payment of a fee-in-lieu of taxes; authorizing certain infrastructure credits; authorizing the administration of a grant; approving the transfer of certain real property; and other related matters – No comments were received.
- e. For the benefit of Project Sunshine, approving the acquisition and transfer of certain real property located in Richland County, the granting of certain easements and other matters related thereto – No comments were received.

13. **APPROVAL OF CONSENT ITEMS**

- a. 20-021MA, Erica Serbin, RM-MD to MH (2.34 Acres), 8534 Old Percival Road, TMS # R22602-02-07 [SECOND READING]
- b. 20-029MA, Dave R. Brock, M-1/RM-MD to LI (2 Acres), 1804 Shop Road, TMS # 13604-01-01 [SECOND READING]
- c. Road Closure Petition – Sloan Street

Mr. Manning moved, seconded by Ms. Newton, to approve the consent items.

In Favor: Malinowski, Dickerson, McBride, Livingston, Terracio, Walker, Manning, Myers and Newton
Not Present: Kennedy

The vote in favor was unanimous.

14. THIRD READING

- a. An Ordinance Amending the Fiscal Year 2021 General Fund Annual Budget by \$921,103 to amend the School Resource Officer Budget – Mr. Malinowski noted he did not see this item listed, with this specificity, in the October 6th or October 20th agenda. He requested clarification on the figures provided in tonight's agenda.

Special Called Meeting
November 10, 2020

In Favor: Malinowski, Dickerson, McBride, Livingston, Walker, Manning and Newton

Opposed: Terracio and Myers

Not Present: Kennedy

The vote was in favor.

Mr. Manning moved, seconded by Mr. Walker, to reconsider Items 14(a) and 14(b).

Opposed: Malinowski, Dickerson, McBride, Livingston, Terracio, Walker, Manning, Myers and Newton

The motion for reconsideration failed.

- c. **An Ordinance authorizing consent for annexation to the City of Columbia for .509± Acre on S/S Candi Lane, which is a portion of TMS # 07208-03-02; a part of the Three Rivers Greenway – Ms. Newton moved, seconded by Ms. Dickerson, to approve this item.**

In Favor: Malinowski, Dickerson, McBride, Livingston, Terracio, Walker, Myers and Newton

Mr. Walker moved, seconded by Ms. Dickerson, to reconsider this item.

Opposed: Malinowski, Dickerson, McBride, Livingston, Terracio, Walker, Myers and Newton

The motion for reconsideration failed.

- d. Authorizing the execution and delivery of a fee-in-lieu of ad valorem taxes and incentive agreement by and between Richland County, South Carolina and Project Sunshine to provide for payment of a fee-in-lieu of taxes; authorizing certain infrastructure credits; authorizing the administration of a grant; approving the transfer of certain real property; and other related matters. – Ms. Newton moved, seconded by Ms. Dickerson, to approve this item.

In Favor: Malinowski, Dickerson, McBride, Livingston, Terracio, Walker, Myers and Newton

Mr. Walker moved, seconded by Ms. Dickerson, to reconsider this item.

Opposed: Malinowski, Dickerson, McBride, Livingston, Terracio, Walker, Myers and Newton

The motion for reconsideration failed.

- e. For the benefit of Project Sunshine, approving the acquisition and transfer of certain real property located in Richland County, the granting of certain easements and other matters related thereto – Ms. Newton moved, seconded by Ms. Dickerson, to approve this item.

In Favor: Malinowski, Dickerson, McBride, Livingston, Terracio, Walker, Myers and Newton

Mr. Walker moved, seconded by Ms. Dickerson, to reconsider this item.

Opposed: Malinowski, Dickerson, McBride, Livingston, Terracio, Walker, Myers and Newton

Special Called Meeting
November 10, 2020

DRAFT PLAN and AGENDA

RICHLAND COUNTY COVID-19 MEMORIAL SERVICE

In response to a request from the Coronavirus Task Force, following are options for holding a public memorial service to remember Richland County residents who died as a result of COVID-19.

Program place, date and time: Outside, in front of 2020 Hampton St., Thursday, July 15th at 5:00pm

- Musical Selection – While attendees are gathering
- Opening Remarks – (i.e., Chair of Council or Chair of Coronavirus Committee)
- Invocation – Local faith leader
- Council Remarks – Councilmember(s)
- Reading of Resolution – Councilmember (i.e., Chair of Council)
- Community Remarks – Invitation to all Mayors within Richland County
- Resident whose had a family member pass from COVID-19
- Resident who has survived COVID-19
- Reading of a Memorial Plaque – Councilmember
- Wreath-laying Ceremony – Members of Council – Musical Selection
- Moment of Silence
- Closing Remarks – Councilmember
- Benediction – Local faith leader

MEMORIAL PLAQUE:

DRAFT WORDING:

Dedicated to Remember the COVID-19 Pandemic

- In memory of those who lost their lives
- In acknowledgement of the heartache experienced by grieving families
- In recognition of those who experienced economic hardships through the loss of jobs and shuttered businesses
- In understanding the pain of those who suffered significant losses to their education and friendships
- In heartfelt gratitude to doctors, nurses, emergency medical service crews and others on the front lines who put community members before themselves
- In the hope that our community will continue to recover, those we lost will be remembered and that we will remain connected through our shared grief during these challenging times

This plaque is dedicated to the residents of Richland County by the Richland County Council on Month, Day, 2021.

DEPARTMENTAL ASSISTANCE

- Operational Service – Set-up for outdoor event; installation of plaque (tentative)
- Public Information Office – General publicity; design program; document live event
- Clerk to Council – Securing and confirming speakers, other participants
- Administration – Print program, purchase wreath and plaque
- Others as needed

DRAFT

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND)

**A RESOLUTION OF THE
RICHLAND COUNTY COUNCIL**

A RESOLUTION TO APPOINT AND COMMISSION MARCUS MARTELL HAGGWOOD, SR. AS A CODE ENFORCEMENT OFFICER FOR THE PROPER SECURITY, GENERAL WELFARE, AND CONVENIENCE OF RICHLAND COUNTY.

WHEREAS, the Richland County Council, in the exercise of its general police power, is empowered to protect the health and safety of the residents of Richland County; and

WHEREAS, the Richland County Council is further authorized by Section 4-9-145 of the Code of Laws of South Carolina 1976, as amended, to appoint and commission as many code enforcement officers as may be necessary for the proper security, general welfare, and convenience of the County;

NOW, THEREFORE, BE IT RESOLVED THAT Marcus Martell Haggwood, Sr. is hereby appointed and commissioned a Code Enforcement Officer of Richland County for the purpose of providing for the proper security, general welfare, and convenience of the County, replete with all the powers and duties conferred by law upon constables, in addition to such duties as may be imposed upon him by the governing body of this County, including the enforcement of the County’s animal control regulations, and the use of an ordinance summons, and with all the powers and duties conferred pursuant to the provisions of Section 4-9-145 of the Code of Laws of South Carolina 1976, as amended. Provided, however, Marcus Martell Haggwood, Sr. shall not perform any custodial arrests in the exercise of his duties as a code enforcement officer. This appointment shall remain in effect only until such time as Marcus Martell Haggwood, Sr. is no longer employed by Richland County to enforce the County’s animal control regulations.

ADOPTED THIS THE 8th DAY OF JUNE, 2021.

Paul Livingston, Chair
Richland County Council

Attest: _____
Michelle Onley
Clerk of Council



REQUEST OF ACTION

Subject: FY20 - District 11 Hospitality Tax Allocations

A. Purpose

County Council is being requested to approve a total allocation of **\$100,798** for District 11.

B. Background / Discussion

For the 2020 - 2021 Fiscal Year, County Council approved designating the Hospitality Discretionary account funding totaling \$82,425.00 for each district Council member. The details of these motions are listed below:

Motion List (3rd reading) for FY17: Hospitality Tax discretionary account guidelines are as follows: (a) Establish a H-Tax discretionary account for each Council District; (b) Fund the account at the amount of \$164,850.00; (c) Council members will recommend Agencies to be funded by their allocation. Agencies and projects must meet all of the requirements in order to be eligible to receive H-Tax funds; (d) All Council recommendation for appropriations of allocations to Agencies after the beginning of the fiscal year will still be required to be taken back to Council for approval by the full Council prior to the commitment of funding. This would only require one vote.

Motion List (3rd reading) for FY21, Special Called Meeting – June 11, 2020: Establish Hospitality Tax discretionary accounts for each district in FY21 at the amount of \$82,425. Move that all unspent H-Tax funding for FY19-20 be carried over and added to any additional funding for FY20-21.

Pursuant to Budget Memorandum 2017-1 and the third reading of the budget for FY21 each district Council member was approved \$82,425.00 to allocate funds to Hospitality Tax eligible organizations of their own discretion. As it relates to this request, District 7 H-Tax discretionary account breakdown and its potential impact is listed below:

Initial Discretionary Account Funding	\$ 82,425
FY2020 Remaining	\$167,550
Kingsville Historical Foundation	\$ 10,000
Town of Eastover	\$ 15,798
Riverbanks Zoo	\$ 15,000
Historic Columbia Foundation	\$ 15,000
Columbia Museum of Art	\$ 15,000
Edventure	\$ 15,000
Township Auditorium	\$ 15,000
Total Allocation	\$100,798
Remaining Balance	\$149,177

C. Legislative / Chronological History

- 3rd Reading of the Budget – June 8, 2017
- Regular Session - May 15, 2018
- 3rd Reading of Budget FY19 June 21 ,2018
- 3rd Reading of the Budget FY20 June 10, 2019
- 3rd Reading of the Budget FY21 June 11, 2020

D. Alternatives

1. Consider the request and approve the allocation.

2. Consider the request and do not approve the allocation.

E. Final Recommendation

Staff does not have a recommendation regarding this as it is a financial policy decision of County Council. The funding is available to cover the request. Staff will proceed as directed.



REQUEST OF ACTION

Subject: FY20 - District 7 Hospitality Tax Allocations

A. Purpose

County Council is being requested to approve a total allocation of **\$20,000** for District 7.

B. Background / Discussion

For the 2020 - 2021 Fiscal Year, County Council approved designating the Hospitality Discretionary account funding totaling \$82,425.00 for each district Council member. The details of these motions are listed below:

Motion List (3rd reading) for FY17: Hospitality Tax discretionary account guidelines are as follows: (a) Establish a H-Tax discretionary account for each Council District; (b) Fund the account at the amount of \$164,850.00; (c) Council members will recommend Agencies to be funded by their allocation. Agencies and projects must meet all of the requirements in order to be eligible to receive H-Tax funds; (d) All Council recommendation for appropriations of allocations to Agencies after the beginning of the fiscal year will still be required to be taken back to Council for approval by the full Council prior to the commitment of funding. This would only require one vote.

Motion List (3rd reading) for FY21, Special Called Meeting – June 11, 2020: Establish Hospitality Tax discretionary accounts for each district in FY21 at the amount of \$82,425. Move that all unspent H-Tax funding for FY19-20 be carried over and added to any additional funding for FY20-21.

Pursuant to Budget Memorandum 2017-1 and the third reading of the budget for FY21 each district Council member was approved \$82,425.00 to allocate funds to Hospitality Tax eligible organizations of their own discretion. As it relates to this request, District 7 H-Tax discretionary account breakdown and its potential impact is listed below:

Initial Discretionary Account Funding	\$ 82,425	
FY2020 Remaining	\$122,550	
Prior FY21 Allocations	\$ 80,000	
	Juneteenth Freedom Festival	\$ 10,000
	Carolina Alston House	\$ 10,000
Total Allocation	\$ 20,000	
Remaining Balance	\$ 104,975	

C. Legislative / Chronological History

- 3rd Reading of the Budget – June 8, 2017
- Regular Session - May 15, 2018
- 3rd Reading of Budget FY19 June 21 ,2018
- 3rd Reading of the Budget FY20 June 10, 2019
- 3rd Reading of the Budget FY21 June 11, 2020

D. Alternatives

1. Consider the request and approve the allocation.

2. Consider the request and do not approve the allocation.

E. Final Recommendation

Staff does not have a recommendation regarding this as it is a financial policy decision of County Council. The funding is available to cover the request. Staff will proceed as directed.

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND)

**A RESOLUTION OF THE
RICHLAND COUNTY COUNCIL**

**A RESOLUTION RECOGNIZING JUNE AS LGBTQ+ PRIDE MONTH IN RICHLAND
COUNTY**

WHEREAS, Richland County has a diverse Lesbian, Gay, Bisexual, Transgender, and Queer (LGBTQ+) community and is committed to supporting visibility, dignity and equity for all people in the community; and

WHEREAS, many of the residents, students, county employees, and business owners within Richland County who contribute to the enrichment of our County are a part of the lesbian, gay, bisexual, transgender, queer, and questioning community; and

WHEREAS, various advancements have been made with respect to equitable treatment of lesbians, gay men, bisexual, transgendered, queer, and questioning persons throughout the nation, but there continues to be some opposition against people from this community and around the world making it important for places like Richland County to stand up and show support for our residents who are affected; and

WHEREAS, several cities across the United States, as well as the US Congress recognize and celebrate June as LGBTQ+ Pride Month; and

WHEREAS, June has become a symbolic month in which lesbians, gay men, bisexual people, transgender, queer, and supporters come together in various celebrations of pride; and

WHEREAS, South Carolina remains in 2021 one of the lathree states that have not yet passed an inclusive hate crime law;

NOW, THEREFORE, BE IT RESOLVED that the Richland County Council does hereby declare the month of June as LGBTQ+ Pride month in Richland County, and invites everyone to reflect on ways we all can live and work together with a commitment to mutual respect and understanding.

ADOPTED THIS the ___ day of June, 2021.

Paul Livingston, Chair
Richland County Council

Attest: _____
Andrea Mathis
Clerk of Council