

**Special Called Meeting
September 13, 2016 - 6:00 PM
Council Chambers**

Call to Order

- 1 The Honorable Torrey Rush

Invocation

- 2 The Honorable Julie-Ann Dixon

Pledge of Allegiance

- 3 The Honorable Julie-Ann Dixon

Approval of Minutes

- 4 Special Called Meeting: July 26, 2016 [PAGES 8-13]
- 5 Zoning Public Hearing: July 26, 2016 [PAGES 14-15]
- 6 Special Called Meeting: August 25, 2016 [PAGES 16-17]

Adoption of Agenda

- 7

Report of the Attorney for Executive Session Items

- 8 a. Employee Grievance

Citizen's Input

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

Report of the County Administrator

10

Report of the Clerk of Council

- 11 a. REMINDER: Council Priority Setting Session, September 15 and 16, Township Auditorium
- b. REMINDER: 10th Annual Green Business Sustainability Conference, October 6, 9:00 a.m. - 3:30 p.m., Spirit Communications Park
- c. Institute of Government and County Council Coalition, October 19 and 20, Embassy Suites

Report of the Chairman

12

Open/Close Public Hearings

- 13 An Ordinance Amending the Richland County Code of Ordinances, Chapter 6, Buildings and Building Regulations; so as to codify the 2015 Editions of the International Residential Code, the International Building Code, the International Fire Code, the International Plumbing Code, the International Fuel Gas Code, the International Mechanical Code, the International Existing Building Code, the International Swimming Pool and Spa Code, the International Property Maintenance Code and the 2014 National Electrical Code; and to correctly reflect the 2015 International Residential Code and the 2015 International Building Code in other sections of Chapter 6

Approval of Consent Items

- 14** 16-21MA
Carolyn B. Narr
GC to RM-HD (.218 Acres)
6840 Satchel Ford Rd.
14209-03-44 [SECOND READING] [PAGES 18-19]
- 15** An Ordinance Amending the Richland County Code of Ordinances, Chapter 6, Buildings and Building Regulations; so as to codify the 2015 Editions of the International Residential Code, the International Building Code, the International Fire Code, the International Plumbing Code, the International Fuel Gas Code, the International Mechanical Code, the International Existing Building Code, the International Swimming Pool and Spa Code, the International Property Maintenance Code and the 2014 National Electrical Code; and to correctly reflect the 2015 International Residential Code and the 2015 International Building Code in other sections of Chapter 6 [THIRD READING] [PAGES 20-25]

Economic Development Committee

- 16** a. Authorizing the expansion of the boundaries of the I-77 Corridor Regional Industrial Park jointly developed with Fairfield County to include certain real property located in Richland County; the execution and delivery of a credit agreement to provide for special source revenue credits to Haven Campus Communities - Columbia, LLC, and other related matters [FIRST READING] [PAGES 26-43]
- b. An Ordinance Authorizing the execution and delivery of a fee in lieu of tax agreement by and between Richland County and China Jushi USA Corporation (Project Giant) (the "Company"); the execution and delivery of an infrastructure finance agreement by and between Richland County and the Company; the execution and delivery of such documents as may be necessary to effect the intent of this ordinance; and other matters related thereto [FIRST READING] [PAGES 44-93]
- c. To Approve the conveyance of approximately One Hundred Ninety Seven Acres of real property owned by Richland County located on Pineview Road to China Jushi USA Corporation (Project Giant); to approve a land conveyance agreement for such property and other matter related thereto; and to authorize county officials to take such actions as necessary to effectuate the purposes of this ordinance [FIRST READING] [PAGES 94-110]
- d. An Ordinance Approving the execution and delivery of a purchase agreement for certain property located in the Carolina Pines Industrial Park; and other matters related hereto [FIRST READING BY TITLE ONLY]

Report of the Rules and Appointments Committee

Notification of Appointments

- 17** Business Service Center Appeals Board – 3 (Two applicants must have a background in business; other applicant must be a CPA) [PAGES 111-112]
- a. Robert Leichtle
- 18** Planning Commission - 1 [PAGES 113-122]
- a. Rox W. Pollard, Jr.
- b. Prentiss McLaurin
- c. Margaret M. Sumpter
- 19** Community Relations Council - 4 [PAGES 123-128]
- a. Kaela Harmon

Report of the Blue Ribbon Committee

- 20** Community Development Block Grant - Disaster Recovery (CDBG-DR) Action Plan [PAGES 129-224]

Report of the Decker Center Ad Hoc Committee

- 21** a. Recommendation to move forward with a Moisture Barrier on the concrete slab. Request is for \$177,613 [PAGES 225-226]
- b. Recommendation to allocate \$136,000 from the project contingency into the construction contingency to account for numerous unforeseen conditions [PAGE 227]

Other Items

- 22** To Establish and Create a Special Tax District within Richland County, South Carolina, to be known as the "Cary Lake Special Tax District"; to define the nature and level of services to be rendered therein; to authorize the imposition of ad valorem taxes and user service charges therein, which shall be imposed solely within the special tax district; to

establish a commission for the tax district and provide the terms therefore; and all other matters related thereto [FIRST READING] [PAGES 228-241]

- 23** To Establish and Create a Special Tax District within Richland County, South Carolina, to be known as the "Upper Rockyford Lake Special Tax District"; to define the nature and level of services to be rendered therein; to authorize the imposition of ad valorem taxes and user service charges therein, which shall be imposed solely within the special tax district; to establish a commission for the tax district and provide the terms therefore; and all other matters related thereto [FIRST READING] [PAGES 242-255]
- 24** To Establish and Create a Special Tax District within Richland County, South Carolina, to be known as the "Rocky Ford Lake Special Tax District"; to define the nature and level of services to be rendered therein; to authorize the imposition of ad valorem taxes and user service charges therein, which shall be imposed solely within the special tax district; to establish a commission for the tax district and provide the terms therefore; and all other matters related thereto [FIRST READING] [PAGES 256-269]
- 25** To Establish and Create a Special Tax District within Richland County, South Carolina, to be known as the "Beaver Dam Special Tax District"; to define the nature and level of services to be rendered therein; to authorize the imposition of ad valorem taxes and user service charges therein, which shall be imposed solely within the special tax district; to establish a commission for the tax district and provide the terms therefore; and all other matters related thereto [FIRST READING] [PAGES 270-283]

Citizen's Input

- 26** Must Pertain to Items Not on the Agenda

Executive Session

Motion Period

- 27** a. I move that Administration provide Council tonight the reason why the \$38,740.15 check request submitted by the Richland County Elections & Voter Registration Election Commission's Director to be paid from their funds is not being processed. Rationale 1. I have been asking for an answer for a week now and I get a variety different and inconsistent answers. Rationale 2. I requested in writing that the item be placed on the agenda hoping that with everyone in the room together we may get consensus from the Administration as to what the actual reason is; however the powers to be knowingly and purposefully rebuffed that request and instead directed the Clerk's office to see if I wanted to just get worn down, worn out, too busy or maybe forget; or if I wanted to make a motion like this one [MANNING]

b. Move that Council consider providing funding in the amount of \$250,000 for operation and maintenance of conservation, park, and greenway properties under the Conservation Department. This would provide for the acceptance of land donations in sensitive areas as well the development and operation of park lands and greenways. A separate fund will be established to allow for the use of revenues generated from the properties for maintenance. [RUSH]

c. A group of Richland County Legislators, representing a majority of the Delegation, recently sent a letter to the Chair of the Richland County Recreation Commission (RCRC) demanding that five (5) members of the Commission, including the Chair, voluntarily resign their respective positions based on evidence strongly suggesting malfeasance within the RCRC. I move that: (1) Council pass a Resolution supporting the actions of these legislators, and (2) Council consider continuing the action taken during the FY17 budget to only fund the RCRC at five (5) mils until such time as these selected Commission members resign. [PEARCE]

28 a. Pending the answer to Agenda Item 26 (a) to allow the Elections and Voter Registration Department to pay the Election Commission Members' Legal Bill(s) from their existing budget if the Director says he has the money in his budget and his Commission approves of the request for a check to be cut. [MANNING]

b. Resolution honoring Governor Nikki Haley on receiving the Columbia World Affairs Council's Global Vision Award for helping to expand South Carolina's international horizons [DICKERSON]

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

SOUTH CAROLINA

SPECIAL CALLED MEETING

July 26, 2016
6:30 PM
Council Chambers

In accordance with the Freedom of Information Act, a copy of the agenda was sent to radio and TV stations, newspapers, persons requesting notification, and was posted on the bulletin board located in the lobby of the County Administration Building

CALL TO ORDER

Mr. Rush called the meeting to order at approximately 6:30 PM

APPROVAL OF MINUTES

Special Called Meeting: July 12, 2016 – Mr. Malinowski moved, seconded by Mr. Pearce, to approve the minutes as distributed. The vote in favor was in favor.

ADOPTION OF THE AGENDA

Mr. Manning requested that Item #20: Report of the Office of Small Office Opportunity Ad Hoc Committee be removed from the agenda.

Mr. Malinowski moved, seconded by Ms. Dixon, to adopt the agenda as amended.

REPORT OF THE ATTORNEY FOR EXECUTIVE SESSION

- a. **Department of Revenue Update** – Mr. Farrar gave a brief update regarding the ongoing litigation with the Department of Revenue.
- b. **Legal Briefing: HOA – Special Tax Districts** – Ms. Heizer gave a brief update on the establishment of special tax districts related to the repair of dams in Richland County. There has been one successful referendum. The Small Business Administration (SBA) will provide the funding; therefore, the County will not have to be involved in the borrowing process. The Ordinances establishing the tax districts will be before Council in September.

REPORT OF THE CHAIR

- a. **Personnel Matter** – This item was taken up in Executive Session.

APPROVAL OF CONSENT ITEMS

- **An Ordinance Amending the Fiscal Year 2016-2017 General Fund Annual Budget to appropriate up to \$340,000 of General Fund Balance to be used**



Committee Members Present

Torrey Rush, Chair
Greg Pearce, Vice Chair
Joyce Dickerson
Julie-Ann Dixon
Norman Jackson
Damon Jeter
Paul Livingston
Bill Malinowski
Dalhi Myers
Jim Manning
Seth Rose

Others Present:

Warren Harley
Kimberly Roberts
Kevin Bronson
Brandon Madden
Michelle Onley
Quinton Epps
Roxanne Ancheta
Beverly Harris
Tracy Hegler
Nancy Stone-Collum
Rob Perry
Brad Farrar
Daniel Driggers
Gerald Seals
Synithia Williams

- as initial funding for projects related to the flood recovery. Funds used will be reimbursed as Federal, State or as funding is provided to the County on a reimbursable basis [THIRD READING]
- An Ordinance Amending the Richland County Code of Ordinances, Chapter 2, Administration; Article X, Purchasing; Division 7, Small Local Business Enterprise Procurement Requirements; Section 2-644, Affirmative Procurement Initiatives for Enhancing SLBE and Emerging SLBE Contract
- Participation; Subparagraph 5; so as to increase the contract value for sheltered markets [THIRD READING]
- 16-11MA, Angel Lara, RU to GC (.51 Acres), 11214 Broad River Rd., 02600-04-20 [THIRD READING]
- 16-14MA, Harold Johnson, RM-HD to OI (2.13 Acres), 3800 Elberta St., 06105-01-15 [THIRD READING]
- 16-19MA, Darshy Mehta, OI to GC (4.5 Acres), 1623 Barbara Drive, 17011-02-0267 [THIRD READING]
- 16-20MA, Aaron Shealy, RU to GC (1.13 Acres), 1610 Dutch Fork Rd., 02411-02-04 [THIRD READING]
- An Ordinance Amending the Richland County Code of Ordinances, Chapter 6, Buildings and Building Regulations; so as to codify the 2015 Editions of the International Residential Code, the International Building Code, the International Fire Code, the International Plumbing Code, the International Fuel Gas Code, the International Mechanical Code and the 2014 National Electrical Code; and to correctly reflect the 2015 International Residential Code and the 2015 International Building Code in other sections of Chapter 2 [SECOND READING]

Ms. Dickerson moved, seconded by Ms. Dixon, to approve the consent items. The vote in favor was unanimous.

REPORT OF THE DEVELOPMENT AND SERVICES COMMITTEE

Petition to Close Terramont Drive – Ms. Dixon stated the committee recommended approval of this item. The vote in favor was unanimous.

Department of Public Works: Maintenance and Cleaning Project – Ms. Dixon stated the committee recommended approval of this item. The vote in favor was unanimous.

Request for Easement – Hiller Road – This item was held in committee.

REPORT OF ADMINISTRATION AND FINANCE COMMITTEE

Condemnation of Property – Mr. Pearce stated the committee recommended approval of this item. The vote in favor was unanimous.

Richland County Conservation Commission: Acceptance of Donated Property – Mr. Pearce stated the committee recommended approval of this item. The vote in favor was unanimous.

Council Motion to Amend the Hospitality Tax Ordinance – This item was held in committee.

REPORT OF THE TRANSPORTATION AD HOC COMMITTEE

Concept Report: Clemson Road and Sparkleberry Lane Intersection Improvement – Mr. Livingston stated the committee recommended approval of this item. The vote in favor was unanimous.

Mr. Livingston moved, seconded by Ms. Dixon, to reconsider this item. The motion for reconsideration failed.

CTIP Revision: Clemson Road and Sparkleberry Lane Intersection Improvement – Mr. Livingston stated the committee recommended approval of this item. The vote in favor was unanimous.

Mr. Livingston moved, seconded by Ms. Dixon, to reconsider this item. The motion for reconsideration failed.

Policy Decision: Bikeway Projects – Mr. Livingston stated the committee recommended eliminating bikeways that could not be constructed in a dedicated manner such as 4' bike lanes offset from travel lanes or as multi-use paths. This would reduce the number of bikeways included in the program. The vote in favor was unanimous.

Policy Decision: Landscaping of Widening Projects – Mr. Livingston stated the committee recommended having staff bring Council estimates for landscaping along major widening projects on a project by project basis. The vote in favor was unanimous.

Program Mitigation Bank: Excess Credit Sales – The County is awaiting further information from SCDOT before action is taken on this item.

EXECUTIVE SESSION

*Council went into Executive Session at approximately 6:45 p.m.
and came out at approximately 6:52 p.m.*

a. **Personnel Matter** – No action was taken.

MOTION PERIOD

- a. **Richland County has engaged a consultant to develop a Master Plan to evaluate options relating to Water & Sewer service in the unincorporated boundaries of Richland County.**

Therefore, it is mandatory Richland County begin to require that all utility service providers must request consent and approval from Richland County Council prior to extending or accepting water and sewer infrastructure within the unincorporated boundaries of RC. (See letter dated April 14, 2015 from Richland County Administrator McDonald to City of Columbia City Manager Teresa Wilson).

Such approvals will enable Richland County to plan & budget and erect infrastructure providing service (Water/Sewer) to County residents and businesses in a cost efficient manner.

Section 24-11. Background and policy, reflects Richland County's rights to request such consent be obtained as well as Richland County moving forward with this evaluation. [MALINOWSKI] – This item was referred to the D&S Committee.

- b. **Much property in Richland County is not taxable based on laws governing such taxation. While not taxes, the persons who use that property are still able to avail themselves of the services provided by Richland County, such as, EMS, Fire, Sheriff, Solicitor, Jail, and others. Residents of Richland County pay taxes that include specific amounts for these services.**

I am requesting that Richland County staff determine if legally a service fee can be charged of all property owners in Richland County regardless of the tax status of the property, due to the fact services can be used by those property owners. A percentage of regular taxpayers payments for each of the specific services can be determined and that percentage for services can then be charged the non-taxpaying property owners for the services available to them [MALINOWSKI] – This item was referred to the Legal Department for review.

- c. **Richland County explore with the City of Columbia merging certain offices that will help reduce expenses and a cost saving to our citizens. Example: Planning Department, Business License, Public Works, and other departments. Note: If both the City and County can agree to merge some of these offices then it would set a precedent of cooperating to merge both governments in the near future with the exception of Law Enforcement. The Sheriff Department has built an agency second to none in the state and in the nation and should not be changed. [JACKSON] – This item was referred to the Consolidation and Privatization Ad Hoc Committee.**
- d. **I move that members of all boards and commissions past and present shall not be held personally accountable for any actions brought against the perspective boards or commissions as a whole [JACKSON] – This item was referred to the Legal Department for action.**

**Richland County Council
Special Called Meeting
Tuesday, July 26, 2016
Page Five**

Mr. Pearce moved, seconded by Ms. Dixon, to reconsider the following items:

Item #6 – “An Ordinance Amending the Fiscal Year 2016-2017 General Fund Annual Budget to appropriate up to \$340,000 of General Fund Balance to be used as initial funding for projects related to the flood recovery. Funds used will be reimbursed as Federal, State or as funding is provided to the County on a reimbursable basis”

Item #7 – “An Ordinance Amending the Richland County Code of Ordinances, Chapter 2, Administration; Article X, Purchasing; Division 7, Small Local Business Enterprise Procurement Requirements; Section 2-644, Affirmative Procurement Initiatives for Enhancing SLBE and Emerging SLBE Contract Participation; Subparagraph 5; so as to increase the contract value for sheltered markets”

Item #8 – “16-11MA, Angel Lara, RU to GC (.51 Acres), 11214 Broad River Rd., 02600-04-20”

Item #9 – “16-14MA, Harold Johnson, RM-HD to OI (2.13 Acres), 3800 Elberta St., 06105-01-15”

Item #10 – “16-19MA, Darshy Mehta, OI to GC (4.5 Acres), 1623 Barbara Drive, 17011-02-0267”

Item #11 – “16-20MA, Aaron Shealy, RU to GC (1.13 Acres), 1610 Dutch Fork Rd., 02411-02-04”

Item #12 – “An Ordinance Amending the Richland County Code of Ordinances, Chapter 6, Buildings and Building Regulations; so as to codify the 2015 Editions of the International Residential Code, the International Building Code, the International Fire Code, the International Plumbing Code, the International Fuel Gas Code, the International Mechanical Code, the International Existing Building Code, the International Swimming Pool and Spa Code, the International Property Maintenance Code and the 2014 National Electrical Code; and to correctly reflect the 2015 International Residential Code and the 2015 International Building Code in other sections of Chapter 6”

Item #13 – “Petition to Close Terramont Drive”

Item #14 – “Department of Public Works: Maintenance and Cleaning Project”

Item #16 – “Condemnation of Property”

Item #17 – “Richland County Conservation Commission: Acceptance of Donated Property”

The motion for consideration of these items failed.

ADJOURNMENT

The meeting adjourned at approximately 7:35 PM.

Torrey Rush, Chair

**Richland County Council
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Greg Pearce, Vice-Chair

Joyce Dickerson

Julie-Ann Dixon

Norman Jackson

Damon Jeter

Paul Livingston

Bill Malinowski

Jim Manning

Seth Rose

Dalhi Myers

The Minutes were transcribed by Michelle M. Onley, Deputy Clerk of Council

RICHLAND COUNTY COUNCIL SOUTH CAROLINA

ZONING PUBLIC HEARING

July 26, 2016
7:00 PM
County Council Chambers

In accordance with the Freedom of Information Act, a copy of the agenda was sent to radio and TV stations, newspapers, persons requesting notification, and was posted on the bulletin board located in the lobby of the County Administration Building

CALL TO ORDER

Mr. Rush called the meeting to order at approximately 7:02 PM

ADDITIONS/DELETIONS TO THE AGENDA

Ms. Hegler stated there were not additions/deletions to the agenda.

ADOPTION OF THE AGENDA

Ms. Dixon moved, seconded by Mr. Livingston, to adopt the agenda as published. The vote in favor was unanimous.

MAP AMENDMENTS

16-17MA, Derrick J. Harris, Sr., RU to OI (1.83 Acres), 7708 Fairfield Rd., 12000-02-22 [FIRST READING]

Mr. Rush opened the floor to the public hearing.

Mr. Derrick Harris, Christopher Greene and Ernest Jacobs spoke in favor of this item.

Mr. Johnny Bland, Ms. Susanne Cecere, Mr. John Fogle and Rep. Joe McEachern spoke against this item.

The floor to the public hearing was closed.

Mr. Rush moved, seconded by Mr. Malinowski, to deny the re-zoning request. The vote in favor was unanimous.

16-21MA, Carolyn B. Narr, GC to RM-HD (.218 Acres), 6840 Satchel Ford Rd., 14209-03-44 [FIRST READING]

Mr. Rush opened the floor to the public hearing.

Ms. Carolyn Narr spoke in favor of this item.



Committee Members Present

Torrey Rush, Chair
Greg Pearce, Vice Chair
Joyce Dickerson
Julie-Ann Dixon
Norman Jackson
Damon Jeter
Paul Livingston
Bill Malinowski
Jim Manning
Dalhi Myers
Seth Rose

Others Present:

Warren Harley
Kimberly Roberts
Tracy Hegler
Michelle Onley
Tommy DeLage
Geo Price
Brad Farrar
Gerald Seals

**Richland County Council
Zoning Public Hearing
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Page Two**

The floor to the public hearing was closed.

Mr. Jeter moved, seconded by Ms. Dickerson, to approve this item. The vote in favor was unanimous.

16-22MA, Robert Fuller, PDD to LI (20 Acres), 8000 Wilson Blvd, 14402-03-01 & 14400-01-03 [FIRST READING] – Mr. Rush moved, seconded by Mr. Malinowski, to defer this item and the public hearing until the September Zoning Public Hearing and direct staff to evaluate the permitted uses in LI Zoning District, as found in Table 26-V-2 of Richland County Land Development Code, to ensure that the listed uses are compatible and in character with the purpose of the district. The vote in favor was unanimous.

ADJOURNMENT

The meeting adjourned at approximately 7:32 PM.

The Minutes were transcribed by Michelle M. Onley, Deputy Clerk of Council

RICHLAND COUNTY COUNCIL

SOUTH CAROLINA

SPECIAL CALLED MEETING

August 25, 2016
2:00 PM
4th Floor Conference Room

In accordance with the Freedom of Information Act, a copy of the agenda was sent to radio and TV stations, newspapers, persons requesting notification, and was posted on the bulletin board located in the lobby of the County Administration Building

CALL TO ORDER

Mr. Rush called the meeting to order at approximately 2:06 PM

Mr. Rush stated Council Rules does not allow Council members participating telephonically to participate in Executive Session; therefore, to allow those Council members to participate Council will have to waive their rules.

Mr. Malinowski inquired if Legal felt it would be beneficial for the Council members to participate in Executive Session.

Mr. Smith stated he felt it was important that all the Council members participate in the receipt of information in Executive Session.

Mr. Malinowski moved, seconded by Mr. Jackson, to waive the rules and allow the Council members participating telephonically to participate in Executive Session. The vote in favor was unanimous.

EXECUTIVE SESSION

*Council went into Executive Session at approximately 2:08 p.m.
and came out at approximately 3:02 p.m.*

- a. **Contractual/Potential Litigation**
- b. **Broad River Wastewater Treatment Plant/Consent Order**

Ms. Myers moved, seconded by Mr. Jackson, to approve the emergency ordinance, to declare a public emergency, pursuant to the consent order from DHEC, to authorize the County Administrator to engage the services of a utilities consultant and other consultants, as needed, to identify and correct the system with Broad River Sewer Plant to ensure that it operates at full capacity, to draw down funds from the Broad River Sewer Fund, in the amount of \$1.5 million, to budget the aforementioned funds to the Broad River Ultraviolet Disinfection System Upgrade account to carry out the emergency activities, and to authorize the County Administrator to seek whatever Federal, State, or other reimbursements might be available to counties in similar situations. The vote in favor was unanimous.



Committee Members Present

Torrey Rush, Chair
Norman Jackson
Paul Livingston
Bill Malinowski
Dalhi Myers

Via Telephone:

Greg Pearce, Vice Chair
Joyce Dickerson
Seth Rose

Others Present:

Warren Harley
Kimberly Roberts
Kevin Bronson
Brandon Madden
Michelle Onley
Quinton Epps
Beverly Harris
Rob Perry
Brad Farrar
Daniel Driggers
Gerald Seals
Shahid Khan
Larry Smith
Crystal Hill

Mr. Jackson moved, seconded by Mr. Malinowski, to reconsider this item. The motion failed.

ADJOURNMENT

The meeting adjourned at approximately 3:07 PM.

Torrey Rush, Chair

Greg Pearce, Vice-Chair

Joyce Dickerson

Julie-Ann Dixon

Norman Jackson

Damon Jeter

Paul Livingston

Bill Malinowski

Jim Manning

Seth Rose

Dalhi Myers

The Minutes were transcribed by Michelle M. Onley, Deputy Clerk of Council

Richland County Council Request of Action

Subject:

16-21MA
Carolyn B. Narr
GC to RM-HD (.218 Acres)
6840 Satchel Ford Rd.
14209-03-44

FIRST READING: July 26, 2016

SECOND READING: September 13, 2016 {Tentative}

THIRD READING: September 20, 2016 {Tentative}

PUBLIC HEARING: July 26, 2016

STATE OF SOUTH CAROLINA
COUNTY COUNCIL OF RICHLAND COUNTY
ORDINANCE NO. ___-16HR

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 # 14209-03-44 FROM GC (GENERAL COMMERCIAL DISTRICT) TO RM-HD (RESIDENTIAL MULTI-FAMILY HIGH DENSITY DISTRICT); 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 # 14209-03-44 from GC (General Commercial) zoning to RM-HD (Residential Multi-family High Density) zoning.

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 _____, 2016.

RICHLAND COUNTY COUNCIL

By: _____
Torrey Rush, Chair

Attest this _____ day of
_____, 2016.

Michelle M. Onley
Deputy Clerk of Council

Public Hearing: July 28, 2016
First Reading: July 28, 2016
Second Reading: September 13, 2016 (tentative)
Third Reading:

Richland County Council Request of Action

Subject:

An Ordinance Amending the Richland County Code of Ordinances, Chapter 6, Buildings and Building Regulations; so as to codify the 2015 Editions of the International Residential Code, the International Building Code, the International Fire Code, the International Plumbing Code, the International Fuel Gas Code, the International Mechanical Code, the International Existing Building Code, the International Swimming Pool and Spa Code, the International Property Maintenance Code and the 2014 National Electrical Code; and to correctly reflect the 2015 International Residential Code and the 2015 International Building Code in other sections of Chapter 6

First Reading:	July 12, 2016
Second Reading:	July 26, 2016
Third Reading:	September 13, 2016 {Tentative}
Public Hearing:	September 13, 2016

STATE OF SOUTH CAROLINA
COUNTY COUNCIL FOR RICHLAND COUNTY
ORDINANCE NO. ___-16HR

AN ORDINANCE AMENDING THE RICHLAND COUNTY CODE OF ORDINANCES, CHAPTER 6, BUILDINGS AND BUILDING REGULATIONS; SO AS TO CODIFY THE 2015 EDITIONS OF THE INTERNATIONAL RESIDENTIAL CODE, THE INTERNATIONAL BUILDING CODE, THE INTERNATIONAL FIRE CODE, THE INTERNATIONAL PLUMBING CODE, THE INTERNATIONAL FUEL GAS CODE, THE INTERNATIONAL MECHANICAL CODE, THE INTERNATIONAL EXISTING BUILDING CODE, THE INTERNATIONAL SWIMMING POOL AND SPA CODE, THE INTERNATIONAL PROPERTY MAINTENANCE CODE AND THE 2014 NATIONAL ELECTRICAL CODE; AND TO CORRECTLY REFLECT THE 2015 INTERNATIONAL RESIDENTIAL CODE AND THE 2015 INTERNATIONAL BUILDING CODE IN OTHER SECTIONS OF CHAPTER 6.

WHEREAS, State Law enables the South Carolina Building Codes Council to regulate the adoption and enforcement of building codes in the state of South Carolina; and

WHEREAS, the South Carolina Building Codes Council has mandated that the 2015 editions of the International Residential Code, the International Building Code with Modifications, the International Fire Code, the International Plumbing Code, the International Fuel Gas Code, the International Mechanical Code, International Existing Building Code, International Swimming Pool and Spa Code, the International Property Maintenance Code and the 2014 National Electrical Code; are to be used for commercial and/or residential construction, effective July 1, 2016; and

WHEREAS, the South Carolina Building Codes Council has established South Carolina editions of the International Residential, Fire, Plumbing, Mechanical, Fuel Gas, and Existing Building Codes, which are the 2015 versions of the International Codes with South Carolina modifications; and

WHEREAS, codification of the latest building codes is in the public interest as it provides accurate information to interested citizens.

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:

SECTION I. The Richland County Code of Ordinances, Chapter 6, Buildings and Building Regulations; Article III, Building Codes; Section 6-82, Adopted; is hereby amended to read as follows:

Sec. 6-82. Adopted.

(a) There is hereby adopted by the County Council the ~~2012~~ 2015 ~~International-South Carolina~~ Residential Code, including Chapter 1 (Administration), and all amendments thereto, and specifically including Appendix H (Patio Covers) and J (Existing Buildings) of the 2015 International Residential Code, as is all published by the International Code Council, Inc., ~~to include Appendix H (Patio Covers) and J (Existing Buildings) of the 2015 International Residential Code.~~ The 2015 South Carolina Residential Code is the published version of the 2015 International Residential Code with South Carolina Modifications and may be referenced interchangeably. The construction, alteration, repair, or demolition of every one- and two- family dwelling structure and accessory structures shall conform to the requirements of this Code.

(b) There is hereby adopted by the county council the ~~2012~~ 2015 ~~International-~~ South Carolina Building Code, including Chapter 1

(Administration), and all amendments thereto, and specifically including Appendix H, as is all published by the International Code Council, Inc. The 2015 South Carolina Building Code is the published version of the 2015 International Building Code with South Carolina Modifications and may be referenced interchangeably. The construction, alteration, repair, or demolition of every building or structure (other than a one or two family dwelling structure) shall conform to the requirements of this Code.

SECTION II. The Richland County Code of Ordinances, Chapter 6, Buildings and Building Regulations; Article IV, Electrical Code; Section 6-96, Purpose; is hereby amended to read as follows:

Sec. 6-96. Purpose.

The purpose of this article is to provide for regulating the installation, alteration, and maintenance of all electrical installations that are not regulated by the ~~2012~~ 2015 edition of the ~~International-South Carolina~~ Residential Code.

Sec. 6-97. Adopted.

The workmanship, construction, maintenance, or repair of all electrical work shall conform to the requirements set forth in the ~~2014~~ 2014 edition of the National Electrical Code, published by the National Fire Prevention Association.

SECTION III. The Richland County Code of Ordinances, Chapter 6, Buildings and Building Regulations; Article V, Fire Prevention Code; Section 6-113, Purpose; is hereby amended to read as follows:

Sec. 6-113. Purpose.

The purpose of this article is to apply the provisions of the ~~2012~~ 2015 edition of the ~~International- South Carolina~~ Fire Code to all buildings and structures that are not regulated by the ~~2012~~ 2015 edition of the ~~International South Carolina~~ Residential Code. The 2015 South Carolina Fire Code is the published version of the 2015 International Fire Code with South Carolina Modifications and may be referenced interchangeably.

SECTION IV. The Richland County Code of Ordinances, Chapter 6, Buildings and Building Regulations; Article V, Fire Prevention Code; Section 6-114, Adopted; applicability, etc.; Subsection (a); is hereby amended to read as follows:

(a) There is hereby adopted by the county council the ~~2012~~ 2015 edition of the ~~International- South Carolina~~ Fire Code, including Chapter 1 (Administration), and all amendments thereto, as published by the International Code Council, Inc.

SECTION V. The Richland County Code of Ordinances, Chapter 6, Buildings and Building Regulations; Article VI, Gas Code; Section 6-125, Purpose; is hereby amended to read as follows:

Sec. 6-125. Purpose.

The purpose of this article is to provide for regulating the installation, alteration, and maintenance of all piping extending from the point of delivery of gas for use as a fuel and designated to convey or carry the same gas appliances, and regulating the installation and maintenance of appliances designated to use such gas as a fuel, in all buildings and structures that are not regulated by the ~~2012~~ 2015 edition of the ~~International-South Carolina~~ Residential Code.

SECTION VI. The Richland County Code of Ordinances, Chapter 6, Buildings and Building Regulations; Article VI, Gas Code; Section 6-126, Adopted; is hereby amended to read as follows:

Sec. 6-126. Adopted.

There is hereby adopted by the county council the ~~2012~~ 2015 edition of the ~~International South Carolina~~ Fuel/Gas Code, and all amendments thereto, as published by the International Code Council, Inc. The 2015 South Carolina Fuel/Gas Code is the published version of the 2015 International Fuel/Gas Code with South Carolina Modifications and may be referenced interchangeably. The installation, workmanship, construction, maintenance, or repair of all gas work shall conform to the requirements of this Code.

SECTION VII. The Richland County Code of Ordinances, Chapter 6, Buildings and Building Regulations; Article VII, Mechanical Code; Section 6-139, Purpose; is hereby amended to read as follows:

Sec. 6-139. Purpose.

The purpose of this article is to provide for regulating the installation, alteration, and maintenance of all mechanical systems and other related appurtenances that are not regulated by the ~~2012~~ 2015 edition of the ~~International South Carolina~~ Residential Code.

SECTION VIII. The Richland County Code of Ordinances, Chapter 6, Buildings and Building Regulations; Article VII, Mechanical Code; Section 6-140, Adopted; is hereby amended to read as follows:

Sec. 6-140. Adopted.

There is hereby adopted by the county council the ~~2012~~ 2015 ~~International South Carolina~~ Mechanical Code, including Chapter 1 (Administration), and all amendments thereto, as published by the International Code Council, Inc. The 2015 South Carolina Mechanical Code is the published version of the 2015 International Mechanical Code with South Carolina Modifications and may be referenced interchangeably. The installation of mechanical systems, including alterations, repair, replacements, equipment, appliances, fixtures, and/or appurtenances shall conform to these Code requirements

SECTION IX. The Richland County Code of Ordinances, Chapter 6, Buildings and Building Regulations; Article VIII, Plumbing Code; Section 6-153, Purpose; is hereby amended to read as follows:

Sec. 6-153. Purpose.

The purpose of this article is to provide for regulating the installation, alteration, and maintenance of all plumbing and other related appurtenances that are not regulated by the ~~2012~~ 2015 edition of the ~~International South Carolina~~ Residential Code.

SECTION X. The Richland County Code of Ordinances, Chapter 6, Buildings and Building Regulations; Article VIII, Plumbing Code; Section 6-154, Adopted; is hereby amended to read as follows:

Sec. 6-154. Adopted.

There is hereby adopted by the county council the ~~2012~~ 2015 ~~International South Carolina~~ Plumbing Code, including Chapter 1 (Administration), and all amendments thereto, as published by the International Code Council, Inc. The 2015 South Carolina Plumbing Code is the published version of the 2015 International Plumbing Code with South Carolina Modifications and may be referenced interchangeably. The installation, workmanship, construction,

maintenance or repair of all plumbing work shall conform to the requirements of this Code.

SECTION XI. The Richland County Code of Ordinances, Chapter 6, Buildings and Building Regulations; Article IX, Swimming Pool Code; Section 6-168, Requirements; is hereby amended to read as follows:

Sec. 6-168. Adoption and rRequirements.

There is hereby adopted by the county council the ~~2012~~ 2015 International Swimming Pool and Spa (ISPSC) Code with Modifications, including Chapter 1 (Administration), and all amendments thereto, as published by the International Code Council, Inc. The installation, workmanship, construction, maintenance or repair of all work shall conform to the requirements of this Code.

In addition to the requirements imposed by the ~~2012~~ 2015 edition of the International Swimming Pool and Spa (ISPSC) Building Code with Modifications, the following administrative requirements are hereby enacted:

- (1) A licensed swimming pool contractor shall be responsible for securing a permit from the County Building Official for the installation of any in-ground swimming pool or spa.
- (2) In the event an approved wall, fence, or other substantial structure to completely enclose the proposed pool is not in existence at the time an application is made for the permit to install a pool, it shall be the responsibility of the property owner to have the enclosure installed prior to the final inspection and, further, to ensure that said structure remains in place as long as the swimming pool exists.

SECTION XII. The Richland County Code of Ordinances, Chapter 6, Buildings and Building Regulations; Article X, Property Maintenance; Section 6-182, Adoption; is hereby amended to read as follows:

Sec. 6-182. Adopted.

The ~~2012~~ 2015 edition of the International Property Maintenance Code and all amendments thereto, as published by the International Code Council, Inc., is hereby adopted verbatim and incorporated by reference.

SECTION XIII. The Richland County Code of Ordinances, Chapter 6, Buildings and Building Regulations; Article III, Building Code; Section 6-82 Adoption; is hereby amended by the addition of paragraph (c), to read as follows:

(c) There is hereby adopted by the County Council the 2015 South Carolina Existing Building Code, including Chapter 1 (Administration), and all amendments thereto, as published by the International Code Council, Inc. The 2015 South Carolina Existing Building Code is the published version of the 2015 International Existing Building Code with South Carolina Modifications and may be referenced interchangeably. The installation, workmanship, construction, maintenance or repair of existing buildings shall conform to the requirements of this Code.

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

SECTION XVI. Effective Date. This ordinance shall be effective from and after July 1, 2016.

RICHLAND COUNTY COUNCIL

BY: _____
Torrey Rush, Chair

ATTEST THIS THE ____ DAY

OF _____, 2016

Michelle Onley
Assistant Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

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

STATE OF SOUTH CAROLINA
COUNTY COUNCIL FOR RICHLAND COUNTY
ORDINANCE NO. _____

AUTHORIZING THE EXPANSION OF THE BOUNDARIES OF THE I-77 CORRIDOR REGIONAL INDUSTRIAL PARK JOINTLY DEVELOPED WITH FAIRFIELD COUNTY TO INCLUDE CERTAIN REAL PROPERTY LOCATED IN RICHLAND COUNTY; THE EXECUTION AND DELIVERY OF A CREDIT AGREEMENT TO PROVIDE FOR SPECIAL SOURCE REVENUE CREDITS TO HAVEN CAMPUS COMMUNITIES - COLUMBIA, LLC, AND OTHER RELATED MATTERS.

WHEREAS, Richland County (“County”), a public body corporate and politic under the laws of the State of South Carolina, is authorized under Article VIII, Section 13(D) of the South Carolina Constitution and Title 4, Chapter 1 of the Code of Laws of South Carolina, 1976, as amended (collectively, “Act”), to (i) create multi-county industrial parks in partnership with counties having contiguous borders with the County; and (ii) include the property of eligible companies within such multi-county industrial parks, which inclusion under the terms of the Act makes such property exempt from *ad valorem* property taxes, and changes the character of the annual receipts from such property to fees-in-lieu of ad valorem property taxes in an amount equivalent to the *ad valorem* taxes that would have been due and payable but for the location of the property in such multi-county industrial parks (“Fee Payments”);

WHEREAS, the County is further authorized by the Act to grant credits against such Fee Payments (“Credit”) in order to assist a company located in a multi-county industrial park in paying the cost of designing, acquiring, constructing, improving, or expanding (A) the infrastructure serving the County or the property of a company located within such multi-county industrial parks or (B) for improved or unimproved real estate and personal property used in the operation of a commercial enterprise located within such multi county industrial park in order to enhance the economic development of the County (“Infrastructure”);

WHEREAS, the County and Fairfield County, South Carolina have previously developed a multi-county industrial park (“Park”) and entered into the “Master Agreement Governing the I-77 Corridor Regional Industrial Park,” dated April 15, 2003 which governs the operation of the Park (“Park Agreement”);

WHEREAS, if plans proceed as expected, Haven Campus Communities - Columbia, LLC, a limited liability company organized and existing under the laws of _____ (“Company”), will make an investment of at least \$40,000,000 in the County, on a site more particularly described on Exhibit A, to establish a student-housing facility in the County (“Facility”);

WHEREAS, the Facility is expected to provide significant economic benefits to the County and surrounding areas;

WHEREAS, at the Company’s request, the County has offered as a reimbursement to the Company for its expenditures on Infrastructure benefitting the County and the Facility, a Credit against the Company’s Fee Payments with respect to the Facility, the terms and conditions of which are more particularly described in the Credit Agreement between the County and the Company, the form of which is attached as Exhibit B; and

WHEREAS, to effect the Credit, the County desires to expand the boundaries of the Park and amend the Master Agreement to include the Facility in the Park.

NOW THEREFORE, THE COUNTY COUNCIL OF RICHLAND COUNTY, SOUTH CAROLINA, ORDAINS:

Section 1. Expansion of Park Boundaries; Inclusion of Facility. There is hereby authorized an expansion of the Park boundaries to include the Facility and an amendment to the Master Agreement. The County Council Chair, or the Vice Chair in the event the Chair is absent, the County Administrator and the Clerk to the County Council are hereby authorized to execute such documents and take such further actions as may be necessary to complete such expansion of the Park boundaries. Pursuant to the terms of the Master Agreement and the Act, such expansion shall be complete on the adoption of (i) a companion ordinance by the Fairfield County Council and (ii) a resolution or ordinance by the City of Columbia City Council consenting to the inclusion of the of the Facility in the Park.

Section 2. Approval of Credit; Authorization to Execute Credit Agreement. There is hereby authorized a Credit against the Company's Fee Payments with respect to the Facility as a reimbursement to the Company for its qualifying Infrastructure expenditures. The form and terms of the Credit as set forth in the Credit Agreement that is before this meeting are approved and all of the Credit Agreement's terms and conditions are incorporated in this Ordinance by reference as if the Credit Agreement was set out in this Ordinance in its entirety. The County Council Chair, or the Vice-Chair in the event the Chair is absent, is authorized and directed to execute the Credit Agreement, in the name of and on behalf of the County, subject to any revisions as may be approved by the Chair or the County Administrator following receipt of advice from counsel to the County and that do not materially affect the obligation and rights of the County under the Credit Agreement, and the Clerk to County Council is authorized and directed to attest the Credit Agreement.

Section 3. Further Assurances. The County Administrator (and his designated appointees) is authorized and directed, in the name of and on behalf of the County, to take whatever further actions and execute whatever further documents as the County Administrator (and his designated appointees) deems to be reasonably necessary and prudent to effect the intent of this Ordinance.

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.

This Ordinance is effective after its third reading and public hearing.

RICHLAND COUNTY, SOUTH CAROLINA

Chairman, Richland County Council

(SEAL)
ATTEST:

Clerk to Richland County Council

First Reading: _____ __, 2016
Second Reading: _____ __, 2016
Public Hearing: _____ __, 2016
Third Reading: _____ __, 2016

EXHIBIT A
Property Description

LEGAL DESCRIPTION: ALL that certain piece, parcel or lot of land, situate, lying and being in the City of Columbia, County of Richland, State of South Carolina, being shown as 6.33 acres, more or less, on a Parcel Plan for Haven Campus Communities dated February 28, 2016 by Davis & Floyd and being described as follows: Commencing at a #5 rebar found along the 100' right-of-way for Calhoun Street; thence turning and running along the 100' right-of-way for Calhoun Street in a southwesterly direction S69°58'33"W for a distance of 17.39 feet to a rebar set; thence turning and running in a northwesterly direction N19°07'17"W for a distance of 307.57 feet to a rebar set; said rebar set being the Point of Beginning; thence running in a southwesterly direction S70°52'43"W for a distance of 452.63 feet to a rebar set; thence turning and running in a northwesterly direction N19°07'17"W for a distance of 566.81 feet to a rebar set; thence turning and running in a northeasterly direction N70°52'43"E for a distance of 543.35 feet to a rebar set; thence turning and running in a southeasterly direction S19°07'17"E for a distance of 23.82 feet to a rebar set; thence turning and extending therefrom in a curvilinear arc S08°57'15"E along the eastern property line of the subject property, for a distance of 129.19 feet; thence turning and running in a southwesterly direction S01°12'48"W for a distance of 153.48 feet to a rebar set; thence turning and extending therefrom in a curvilinear arc S08°57'15"E along the eastern property line of the subject property, for a distance of 83.32 feet; thence turning and running in a southeasterly direction S19°07'17"E for a distance of 190.57 feet to the Point of Beginning.

TAX MAP NUMBER: Portion of 11501-01-01

EXHIBIT B
FORM OF CREDIT AGREEMENT

[See Attached]

CREDIT AGREEMENT

by and between

RICHLAND COUNTY, SOUTH CAROLINA

and

HAVEN CAMPUS COMMUNITIES - COLUMBIA, LLC

Effective as of _____, 2016

CREDIT AGREEMENT

This CREDIT AGREEMENT, effective as of _____, 2016 (“Agreement”), is by and between RICHLAND COUNTY, SOUTH CAROLINA, a body politic and corporate, and a political subdivision of the State of South Carolina (“County”), and Haven Campus Communities – Columbia, LLC, a limited liability company organized and existing under the laws of the State of _____ and previously identified as Project Peak (“Company,” with the County, “Parties,” each, a “Party”).

WITNESSETH:

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

WHEREAS, the County is further authorized by the Act, to grant a credit (“Credit”) to a company located in a multi-county industrial park against the company’s Fee Payments as a reimbursement for qualifying expenditures made by the company for the cost of designing, acquiring, constructing, improving or expanding (i) infrastructure serving the company’s project or the County and (ii) improved and unimproved real estate used in the operation of a commercial enterprise in order to enhance the economic development of the County (“Infrastructure”);

WHEREAS, pursuant to the authority provided in the Act, the County and Fairfield County, South Carolina have previously established a multi-county industrial park (“Park”) and entered into the “Master Agreement Governing the I-77 Corridor Regional Industrial Park,” dated April 15, 2003 which governs the operation of the Park (as amended from time to time, “Park Agreement”);

WHEREAS, if plans proceed as expected, the Company will make an investment of at least \$40,000,000 in the County, on a site more particularly described on Exhibit A (“Site”), to establish a student-housing facility in the County (“Facility”);

WHEREAS, pursuant to the County’s Ordinance No. _____ dated _____, 2016 (“County Ordinance”), the County authorized the expansion of the boundaries of the Park and an amendment to the Park Agreement to include the Site and, as a result, the Facility in the Park;

WHEREAS, as required under the provisions of the Act, because the Facility is located in the City of Columbia, South Carolina (“City”), the City has, pursuant to Ordinance No. _____ dated _____, 2016, consented to the inclusion of the Site within the boundaries of the Park; and

WHEREAS, pursuant to the County Ordinance, the County further authorized the execution and delivery of this Agreement and agreed to provide a Credit against the Company’s Fee Payments due with respect to the Facility to reimburse the Company for its expenditures on Infrastructure, subject to the terms and conditions below.

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

**ARTICLE I
REPRESENTATIONS**

SECTION 1.01. Representations by the County. The County makes the following representations:

- (a) The County is a body politic and corporate and a political subdivision of the State of South Carolina;
- (b) The County is authorized and empowered by the provisions of the Act to enter into, and carry out its obligations under, this Agreement;
- (c) The County has duly approved this Agreement by adoption of the County Ordinance in accordance with the Act and any other applicable state and local law;
- (d) By proper action of the County Council, the County has duly authorized the execution and delivery of this Agreement and any and all actions reasonably necessary and appropriate to consummate the transactions contemplated hereby;
- (e) The County has included the Site and, as a result, the Facility in the Park and shall maintain the Site and the Facility within the Park for the duration of this Agreement to facilitate the Company's receipt of the Credits; and
- (f) The County enters into this Agreement for the purpose of promoting the economic development of the County.

SECTION 1.02. Representations by the Company. The Company makes the following representations:

- (a) The Company a limited liability company, duly organized, validly existing, and in good standing, under the laws of the State of _____, has power to enter into this Agreement, and by proper corporate action has authorized the officials signing this Agreement to execute and deliver it and take all actions reasonably necessary and appropriate to consummate the transactions contemplated hereby; and
- (b) The Credits provided by the County in the manner set forth in this Agreement have been instrumental in inducing the Company to establish the Facility in the County.

**ARTICLE II
INVESTMENT AND OPERATION OF THE FACILITY**

SECTION 2.01. Investment Commitment. The Company shall invest at least \$40,000,000 in connection with the Facility ("Investment Commitment") by the Certification Date (as defined below). The Company shall certify to the County achievement of the Investment Commitment within 90 days of the issue date of the Certificate of Occupancy for the Facility ("Certification Date"), by providing documentation to the County sufficient to reflect such investment, in form and substance reasonably acceptable to the County. If the Company fails to achieve and certify the Investment Commitment to the County, as set forth above, then the County may terminate this Agreement and, upon any such termination, the Company shall be entitled to no further benefits hereunder. Notwithstanding anything in this Agreement to the contrary and subject to the Act, investment in connection with the Facility may, but shall not be required to, include, in the aggregate, capital expenditures and costs (including, but not limited to, expenditures and costs incurred for, or in connection with, land acquisition, demolition,

building construction, site preparation, site improvements, infrastructure construction, other real property improvements, and personal property acquisition) and soft costs (including, but not limited to, architectural fees, engineering fees, financing fees, legal fees, studies, developer and general contracting fees, insurance, permits and tap fees, impact fees, renting and marketing costs and project development costs).

SECTION 2.02. Operation of the Facility as a Private Dormitory. The Company shall operate the Facility in a manner which satisfies the requirements applicable to private dormitories under Section 17-321 of the Code of Ordinances of the City of Columbia, South Carolina, as amended through the date hereof, ("City Code") as set forth in this Section 2.02. If the Facility fails to comply with such requirements as of the issue date of a Certificate of Occupancy for the Facility, then such failure shall be deemed an Event of Default under Section 4.01 hereof and the County shall, subject to the cure provisions set forth in Section 4.01 hereof, have the right to terminate this Agreement and, upon any such termination, the Company shall be entitled to no further benefits hereunder. If at any time during the Credit Term (as defined below), the Facility ceases to be operated as a private dormitory or is otherwise found by the City, in its reasonable discretion, to be non-compliant with the requirements of Section 17-321 of the City Code, then such failure shall be deemed an Event of Default under Section 4.01 hereof and the County shall, subject to the cure provisions set forth in Section 4.01 hereof, have the right to terminate this Agreement and, upon any such termination, the Company shall be entitled to no further benefits hereunder.

ARTICLE III CREDIT TERMS

SECTION 3.01. Amount and Duration of Credit.

(a) If, for any year of the Credit Term (as defined below), the Company's gross Fee Payment (which shall be the Fee Payment before the deduction of any Credit due hereunder) payable with respect to the Facility is greater than or equal to \$750,000, the County shall provide a 50% Credit against the Fee Payment due with respect to the Facility for such year, as provided herein. If, for any year of the Credit Term (as defined below), the Company's gross Fee Payment with respect to the Facility is less than \$750,000 for such year, then the County shall provide a Credit against the Fee Payment with respect to the Facility for such year sufficient to reduce the Company's Net Fee Payment (as defined below) to \$400,000. If, for any year of the Credit Term (as defined below), the Company's gross Fee Payment with respect to the Facility is less than \$400,000, then this Agreement shall terminate prospectively.

(b) The Company is eligible to receive a Credit, as set forth in this Agreement, for a period of 10 consecutive years, beginning with the first full year for which the Company owes a Fee Payment with respect to the Facility following the receipt by the Company of a Certificate of Occupancy for the Facility ("Credit Term").

(c) For each year of the Credit Term, the County shall prepare and issue the annual Fee Payment bill with respect to the Facility net of the Credit set forth in Section 3.01(a) hereof ("Net Fee Payment"). Following receipt of any such Net Fee Payment bill, the Company shall timely remit such Net Fee Payment to the County in accordance with applicable law.

(d) If any portion of this Agreement is found to be invalid or unenforceable by a court of competent jurisdiction, the County agrees to provide the Company with a Credit in a maximum amount and for a maximum term that is not invalid or unenforceable under the terms of such court ruling, but in no event may the value of such revised Credit exceed the value of the Credit offered to the Company set forth in Section 3.01 of this Agreement.

(e) No breach by the County of this Agreement shall result in the imposition of any pecuniary liability upon the County or any charge upon its general credit or against its taxing power. The liability of the County under this Agreement or for any breach or default by the County of any of the foregoing shall be limited solely and exclusively to the Fee Payments received from the Company. The County shall not be required to provide the Credit set forth in this Agreement except with respect to the Fee Payments received from the Company.

SECTION 3.02. Cumulative Limit on Credit. The cumulative dollar amount expended by the Company on Infrastructure shall equal or exceed the cumulative dollar amount of the Credit received by the Company under this Agreement.

SECTION 3.03. Termination.

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

**ARTICLE IV
DEFAULTS AND REMEDIES**

SECTION 4.01. Events of Default. If any Party fails duly and punctually to perform any material covenant, condition, agreement or provision contained in this Agreement on the part of such Party to be performed, which, except as otherwise provided in this Agreement, failure shall continue for a period of 60 days after written notice by the other Party specifying the failure and requesting that it be remedied is given to the defaulting Party, then such Party is in default under this Agreement (“Event of Default”); provided, however, that if any such failure is not, with due diligence, susceptible of cure within such 60-day period, then such defaulting Party shall have an additional period of time not to exceed 30 days from the date of such written notice by the other Party to cure such failure, unless such Parties agree in a writing signed by all Parties to an extension of such time prior to its expiration.

SECTION 4.02. Legal Proceedings by Company and County. On the happening of any Event of Default by a Party, then and in every such case the other Party, in its discretion may:

- (a) subject to the cure provisions in Section 4.01 hereof, terminate this Agreement;
- (b) by mandamus, or other suit, action, or proceeding at law or in equity, enforce all of its rights and require the defaulting Party to perform its duties under the Act and this Agreement;
- (c) bring suit upon this Agreement;
- (d) exercise any or all rights and remedies in effect in the State of South Carolina, or other applicable law; or
- (e) by action or suit in equity enjoin any acts or things which may be unlawful or in violation of its rights.

SECTION 4.03. Remedies Not Exclusive. No remedy in this Agreement conferred upon or reserved either to the Company or County is intended to be exclusive of any other remedy or remedies, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute.

SECTION 4.04. Nonwaiver. No delay or omission of the Company or County to exercise any right or power accruing upon any default or Event of Default shall impair any such right or power or shall be construed to be a waiver of any such default or Event of Default, or an acquiescence therein; and every power and remedy given by this Article IV to the Company or County may be exercised from time to time and as often as may be deemed expedient.

ARTICLE V MISCELLANEOUS

SECTION 5.01. Assignment. The Company may assign this Agreement in whole or in part with the prior written consent of the County, which consent will not be unreasonably withheld, conditioned, or delayed, and may be given by resolution of County Council. Notwithstanding the foregoing, any assignment of this Agreement, in whole or in part, to an affiliated entity of the Company is hereby approved without any further action of the County Council. The County's Director of Economic Development must receive notice of any assignment to an affiliated entity of the Company.

SECTION 5.02. Examination of Records; Confidentiality.

(a) The Company agrees that the County and its authorized agents shall have the right at all reasonable times and on prior reasonable notice to enter and examine the Facility and to have access to and examine all the Company's books and records pertaining to the Facility. The Company may prescribe reasonable and necessary terms and conditions of the County's right to examination and inspection of the Facility and the Company's books and records pertaining to the Facility. The terms and conditions of the Company may include, but not be limited to, those necessary to protect the Company's confidentiality and proprietary rights.

(b) The County, and County Council, acknowledge and understand that the Company may have and maintain at the Facility certain confidential and proprietary information, including but not limited to financial, sales or other information concerning the Company's operations ("Confidential Information") and that any disclosure of the Confidential Information would result in substantial harm to the Company and could thereby have a significant detrimental impact on the Company's employees and also upon the Company. Therefore, except as required by law, the County, and County Council, agrees to keep confidential, and to cause employees, agents and representatives of the County to keep confidential, the Confidential Information which may be obtained from the Company, its agents or representatives. The County, and County Council, shall not disclose and shall cause all employees, agents and representatives of the County not to disclose the Confidential Information to any person other than in accordance with the terms of this Agreement.

SECTION 5.03. Successors and Assigns. All covenants, stipulations, promises, and agreements contained in this Agreement, by or on behalf of, or for the benefit of, the County or the Company, as the case may be, shall bind or inure to the benefit of the successors of the County or the Company, as the case may be, from time to time and any officer, board, commission, agency, or instrumentality to whom or to which any power or duty of the County, shall be transferred.

SECTION 5.04. Provisions of Agreement for Sole Benefit of County and Company. Except as in this Agreement otherwise specifically provided, nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person other than the County and the Company any right, remedy, or claim under or by reason of this Agreement, this Agreement being intended to be for the sole and exclusive benefit of the County and the Company.

SECTION 5.05. Severability. In case any one or more of the provisions of this Agreement shall, for any reason, be held to be illegal or invalid, the illegality or invalidity shall not affect any other provision

of this Agreement, and this Agreement and the Credits shall be construed and enforced as if the illegal or invalid provisions had not been contained herein or therein.

SECTION 5.06. No Liability for Personnel of County or Company. No covenant or agreement contained in this Agreement is deemed to be a covenant or agreement of any member, agent, or employee of the County or its governing body or the Company or any of its officers, employees, or agents in an individual capacity, and neither the members of the governing body of the County nor any official executing this Agreement is liable personally on the Credits or the Agreement or subject to any personal liability or accountability by reason of the issuance thereof.

SECTION 5.07. Indemnification Covenant.

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

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

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

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

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

SECTION 5.08. Notices. All notices, certificates, requests, or other communications under this Agreement are sufficiently given and are deemed given, unless otherwise required by this Agreement, when (i) delivered or (ii) sent by facsimile and confirmed by United States first-class registered mail, postage prepaid, addressed as follows:

(a) if to the County: Richland County, South Carolina
Attn: Director of Economic Development
2020 Hampton Street (29204)
Post Office Box 192
Columbia, South Carolina 29202

with a copy to Parker Poe Adams & Bernstein LLP
(does not constitute notice): Attn: Ray E. Jones
1201 Main Street, Suite 1450 (29201)
Post Office Box 1509
Columbia, South Carolina 29202

(b) if to the Company: Haven Campus Communities – Columbia, LLC
c/o _____
Attn: _____

with a copy to Nexsen Pruet, LLC
(does not constitute notice): Attn: Burnet R. Maybank, III
Tushar V. Chikhliker
1230 Main Street, Suite 700 (29201)
Post Office Drawer 2426
Columbia, South Carolina 29202

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

SECTION 5.09. Administrative Fees.

(a) The Company shall reimburse the County for reasonable expenses, including, reasonable attorneys' fees, related to (i) review and negotiation of this Agreement, or (ii) review and negotiation of any other documents related to the Facility, in an amount not to exceed \$5,000.

SECTION 5.10. Merger. This Agreement constitutes the entire agreement among the parties to it with respect to the matters contemplated in it, and it is understood and agreed that all undertakings, negotiations, representations, promises, inducements and agreements heretofore had among these parties are merged herein.

SECTION 5.11 Agreement to Sign Other Documents. The County agrees that it will from time to time, and at the expense of the Company, execute and deliver such further instruments and take such further action as may be reasonable and as may be required to carry out the purpose of this Agreement; provided, however, that such instruments or actions shall never create or constitute an indebtedness of the County within the meaning of any state constitutional provision (other than the provisions of Article X, Section 14(10) of the South Carolina Constitution) or statutory limitation and shall never constitute or give rise to a pecuniary liability of the County or a charge against its general credit or taxing power or pledge the credit or taxing power of the State of South Carolina, or any other political subdivision of the State of South Carolina.

SECTION 5.12. Agreement's Construction. The Parties agree that each Party and its counsel have reviewed and revised this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against a drafting party does not apply in the interpretation of this Agreement or any amendments or exhibits to this Agreement.

SECTION 5.13. Applicable Law. South Carolina law, exclusive of its conflicts of law provisions that would refer the governance of this Agreement to the laws of another jurisdiction, governs this Agreement.

SECTION 5.14. Counterparts. This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original; but such counterparts shall together constitute but one and the same instrument.

SECTION 5.15. Amendments. This Agreement may be amended only by written agreement of the parties hereto.

SECTION 5.16. Waiver. Either Party may waive compliance by the other Party with any term or condition of this Agreement but the waiver is valid only if it is in a writing signed by the waiving Party.

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

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

RICHLAND COUNTY, SOUTH CAROLINA

Chair, Richland County Council

(SEAL)
ATTEST:

Clerk to Richland County Council

IN WITNESS WHEREOF, Haven Campus Communities - Columbia, LLC has caused this Agreement to be executed by its authorized officers, effective the day and year first above written.

HAVEN CAMPUS COMMUNITIES - COLUMBIA, LLC

By: _____
Name: _____
Its: _____

[REMAINDER OF PAGE INTENTIONALLY BLANK]

EXHIBIT A
Description of Site

LEGAL DESCRIPTION: ALL that certain piece, parcel or lot of land, situate, lying and being in the City of Columbia, County of Richland, State of South Carolina, being shown as 6.33 acres, more or less, on a Parcel Plan for Haven Campus Communities dated February 28, 2016 by Davis & Floyd and being described as follows: Commencing at a #5 rebar found along the 100' right-of-way for Calhoun Street; thence turning and running along the 100' right-of-way for Calhoun Street in a southwesterly direction S69°58'33"W for a distance of 17.39 feet to a rebar set; thence turning and running in a northwesterly direction N19°07'17"W for a distance of 307.57 feet to a rebar set; said rebar set being the Point of Beginning; thence running in a southwesterly direction S70°52'43"W for a distance of 452.63 feet to a rebar set; thence turning and running in a northwesterly direction N19°07'17"W for a distance of 566.81 feet to a rebar set; thence turning and running in a northeasterly direction N70°52'43"E for a distance of 543.35 feet to a rebar set; thence turning and running in a southeasterly direction S19°07'17"E for a distance of 23.82 feet to a rebar set; thence turning and extending therefrom in a curvilinear arc S08°57'15"E along the eastern property line of the subject property, for a distance of 129.19 feet; thence turning and running in a southwesterly direction S01°12'48"W for a distance of 153.48 feet to a rebar set; thence turning and extending therefrom in a curvilinear arc S08°57'15"E along the eastern property line of the subject property, for a distance of 83.32 feet; thence turning and running in a southeasterly direction S19°07'17"E for a distance of 190.57 feet to the Point of Beginning.

TAX MAP NUMBER: Portion of 11501-01-01

STATE OF SOUTH CAROLINA
COUNTY COUNCIL FOR RICHLAND COUNTY
ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A FEE IN LIEU OF TAX AGREEMENT BY AND BETWEEN RICHLAND COUNTY AND CHINA JUSHI USA CORPORATION (PROJECT GIANT) (THE “COMPANY”); THE EXECUTION AND DELIVERY OF AN INFRASTRUCTURE FINANCE AGREEMENT BY AND BETWEEN RICHLAND COUNTY AND THE COMPANY; THE EXECUTION AND DELIVERY OF SUCH DOCUMENTS AS MAY BE NECESSARY TO EFFECT THE INTENT OF THIS ORDINANCE; AND OTHER MATTERS RELATED THERETO.

WHEREAS, RICHLAND COUNTY, SOUTH CAROLINA (the “County”), acting by and through its County Council (the “County Council”), is authorized and empowered under and pursuant to the provisions of Title 12, Chapter 44 (the “FILOT Act”), Title 4, Chapter 1 (the “Multi-County Park Act”), and Title 4, Chapter 29, of the Code of Laws of South Carolina 1976, as amended (the “Infrastructure Credit Act”), to enter into agreements with industry whereby the industry would pay fees-in-lieu-of taxes with respect to qualified industrial projects; to issue special source revenue bonds, or in the alternative, to provide credits against payment in lieu of taxes for reimbursement in respect of investment in certain infrastructure serving the County or the project, including improved or unimproved real estate used in the manufacturing or industrial enterprise (collectively, “Infrastructure”); through all such powers the industrial development of the State of South Carolina (the “State”) will be promoted and trade developed by inducing manufacturing and commercial enterprises to locate or remain in the State and thus utilize and employ the manpower, products and resources of the State and benefit the general public welfare of the County by providing services, employment, recreation or other public benefits not otherwise adequately provided locally; and

WHEREAS, pursuant to the FILOT Act, and in order to induce certain investment in the County, the County, by a Memorandum of Understanding dated May 28, 2016 (the “MOU”), identified a company or companies known to the County at that time as Project Giant and now known as China Jushi USA Corporation (collectively, the “Company”), with respect to the Company’s acquisition, construction, and installation of land, buildings, improvements, fixtures, machinery, equipment, furnishings and other real and/or tangible personal property to constitute a manufacturing facility in the County (the “Project”) and committed to negotiating a fee in lieu of taxes and other incentive arrangements with the Company; and

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

WHEREAS, the County and Fairfield County have established a joint county industrial and

business park (the “Park”) by entering into a Master Agreement Governing the I-77 Corridor Regional Industrial Park between the County and Fairfield County, South Carolina, dated as of April 15, 2003, as amended to include the land now associated with the Project (the “Park Agreement”), and the County desires to cause the Project to continue to be located in the Park or such other multi-county industrial and business park so as to afford the Company the benefits of the Infrastructure Credit Act and Multi-County Park Act as provided herein; and

WHEREAS, pursuant to the MOU, the County has agreed to enter into: (a) a Fee in Lieu of Tax Agreement with the Company (the “FILOT Agreement”), whereby the County would provide therein for a payment of fee in lieu of taxes by the Company to the County with respect to the Project; and (b) an Infrastructure Finance Agreement with the Company (the “Infrastructure Agreement”, and together with the FILOT Agreement, the “Agreements”) whereby the County would provide therein for certain infrastructure credits in respect of qualifying Infrastructure with respect to the Project to be claimed by the Company against their payments in lieu of taxes with respect to the Project pursuant to Section 4-1-175 of the Multi-County Park Act;

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

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

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

Section 1. It is hereby found, determined and declared by the County Council, as follows:

(a) The Project will constitute a “project” and “economic development property” as said terms are referred to and defined in the FILOT Act, and the County’s actions herein will subserve the purposes and in all respects conform to the provisions and requirements of the FILOT Act;

(b) The terms and provisions of the MOU are incorporated herein and made a part hereof;

(c) 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;

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

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

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

Section 2. The form, terms and provisions of the Agreements presented to this meeting are hereby approved and all of the terms and provisions thereof are hereby incorporated herein by reference as if the Agreements were set out in this Ordinance in their entirety. The Chair, or in his absence, the Vice Chair, are hereby authorized, empowered and directed to execute, acknowledge and deliver the Agreements in the name of and on behalf of the County, and the Clerk of County Council is hereby authorized and directed to attest the same, and thereupon to cause the Agreements to be delivered to the Company. The Agreements are to be in substantially the forms now before this meeting and hereby approved, with such changes not materially adverse to the County as shall be approved by the Chair (or Vice Chair in his absence), upon advice of counsel, the execution thereof to constitute conclusive evidence of their approval of any and all changes or revisions therein from the forms of Agreements now before this meeting.

Section 3. The Chair, Secretary, Cler, the County Administrator and County attorney, are to take such actions and to execute such other documents as may be necessary to effectuate the purposes of this ordinance.

Section 4. The provisions of this Ordinance are hereby declared to be separable and if any section, phrase or provisions shall for any reason be declared by a court of competent jurisdiction to be invalid or unenforceable, such declaration shall not affect the validity of the remainder of the sections, phrases and provisions hereunder.

Section 5. All ordinances, resolutions, and parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed. This Ordinance shall take effect and be in full force from and after its passage by the County Council.

Section 6. This ordinance is effective upon third reading.

[Signature Pages to Follow.]

This Ordinance is effective as of the 4th day of October, 2016

RICHLAND COUNTY, SOUTH CAROLINA

(SEAL)

By: _____

Chairman, Richland County Council

Attest:

By: _____
Clerk to Richland County Council

Economic Development Committee: September 6, 2016

First Reading: September 13, 2016

Second Reading and Public Hearing: September 20, 2016

Third Reading: October 4, 2016

STATE OF SOUTH CAROLINA

COUNTY OF RICHLAND

I, the undersigned Clerk to County Council of Richland County, South Carolina, do hereby certify that attached hereto is a true, accurate and complete copy of an ordinance which was given reading, and received approval, by the County Council at its meetings of _____, 2016, _____, 2016 and _____, 2016, at which meetings a quorum of members of County Council were present and voted, and an original of which ordinance is filed in the permanent records of the County Council.

Clerk, County Council of Richland County

Dated: _____, 2016

FEE IN LIEU OF TAX AGREEMENT

between

RICHLAND COUNTY, SOUTH CAROLINA,

and

CHINA JUSHI USA CORPORATION

Dated as of October 5, 2016

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EXHIBIT A – Description of Land
EXHIBIT B – Form of Non-Disclosure Statement

FEE IN LIEU OF TAX AGREEMENT

THIS FEE IN LIEU OF TAX AGREEMENT (this “Agreement”) made and entered into as of October 5, 2016 by and between **RICHLAND COUNTY, SOUTH CAROLINA** (the “County”), a body politic and corporate and a political subdivision of the State of South Carolina, and **CHINA JUSHI USA CORPORATION**, a corporation duly organized and existing under the laws of the State of South Carolina (the “Company”).

WITNESSETH:

WHEREAS, Chapter 44 of Title 12 (the “FILOT Act”) and Chapter 1 of Title 4 (the “Multi-County Park Act”), Code of Laws of South Carolina 1976, as amended, empowers the several counties of the State of South Carolina to enter into agreements with industry whereby the industry would pay fees in lieu of *ad valorem* taxes with respect to qualified economic development property; through which powers the industrial development of the State of South Carolina will be promoted and trade developed by inducing manufacturing and commercial enterprises to locate or remain in the State of South Carolina and thus utilize and employ the manpower, products and resources of the State and benefit the general public welfare of the County by providing services, employment, recreation or other public benefits not otherwise adequately provided locally; and

WHEREAS, the Company desires to provide for the acquisition, construction and installation of land, improvements, fixtures, machinery, equipment, furnishings and/or other real and/or tangible personal property to constitute a manufacturing facility in the County (the “Project”); and

WHEREAS, the Company anticipates the Project will consist of an aggregate investment in the County of approximately \$400,000,000 and the creation of approximately 800 new, full-time jobs in connection therewith, all by December 31, 2024, as defined herein; and

WHEREAS, in accordance with the FILOT Act and the Multi-County Park Act, the County has agreed to execute and deliver this Agreement with the Company in order to provide for payments in lieu of tax with respect to the Project by the Company; and

WHEREAS, in connection with the above, the County and the Company agree that the requirements of Section 12-44-55(A) of the Act are hereby waived; and

WHEREAS, pursuant to the authority of Section 4-1-170 of the Multi-County Park Act and Article VIII, Section 13 of the South Carolina Constitution, the County will include the Project (or ensure that the Project will remain included (if already included)) in a joint county industrial and business park established pursuant to written agreement with Fairfield County, South Carolina such that the Project will receive the benefits of the Multi-County Park Act;

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

ARTICLE I

DEFINITIONS

Section 1.01 Definitions.

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

“Additional Payments” shall have the meaning provided in **Section 4.02** hereof.

“Agreement” shall mean this agreement as originally executed and from time to time supplemented or amended as permitted herein.

“Code” shall mean the Code of Laws of South Carolina 1976, as amended.

“Company” shall mean CHINA JUSHI USA CORPORATION a South Carolina corporation and any surviving, resulting or transferee entity in any merger, consolidation or transfer of assets permitted in **Section 7.03** hereof; or any other person or entity which may succeed to the rights and duties of the Company hereunder in accordance with all applicable provisions hereof.

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

“County Assessor” shall mean the Richland County Assessor, or the holder of any successor position.

“County Auditor” shall mean the Richland County Auditor, or the holder of any successor position.

“County Council” shall mean the governing body of the County and its constituent members and their respective successors, or any successor body.

“County Treasurer” shall mean the Richland County Treasurer, or the holder of any successor position.

“Default” shall mean an event or condition, the occurrence of which would, with the lapse of time or the giving of notice or both, become an Event of Default as defined in **Section 9.01** hereof.

“Department” shall mean the South Carolina Department of Revenue, or any successor agency.

“Economic Development Property” shall have the meaning set forth in Section 12-44-30(6) of the FILOT Act.

“Equipment” shall mean all machinery, equipment, furnishings and other personal property which is installed or utilized by the Company on or in connection with the Land and intended to be included as a part of the Project.

“FILOT Act” shall mean Chapter 44 of Title 12 of the Code, and all future acts amendatory thereof.

“FILOT Payments” shall mean the payments in lieu of taxes which the Company is obligated to pay to the County pursuant to **Section 5.02** hereof.

“Improvements” shall mean those buildings, structures and fixtures on the Land as are constructed, installed or acquired by the Company and intended to be included as a part of the Project.

“Indemnified Party” shall have the meaning ascribed to it by **Section 7.04** of this Agreement.

“Independent Counsel” shall mean an attorney duly admitted to practice law in any state of the United States.

“Investment Period” shall mean the period beginning with the first day of any purchase or acquisition of Economic Development Property and ending December 31, 2024, provided that the Company and the County may agree to a later date pursuant to Section 12-44-30(13) of the Act.

“Land” shall mean real property that the Company uses or will use in the County, initially consisting of the land identified on Exhibit A hereto, together with all and singular the rights, members, hereditaments, and appurtenances belonging or in any way incident or appertaining thereto, and any improvements located thereon.

“Multi-County Park” shall mean the joint county industrial and business park established pursuant to the terms of the Multi-County Park Agreement, or to any joint county industrial and business park established pursuant to a successor park agreement.

“Multi-County Park Act” shall mean Chapter 1 of Title 4 of the Code, and all future acts amendatory thereof.

“Multi-County Park Agreement” shall mean the Master Agreement Governing the I-77 Corridor Regional Industrial Park between the County and Fairfield County, South Carolina, dated as of April 15, 2003, as amended to include the Land.

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

“Project” shall mean (i) the Land and improvements thereto, (ii) the Improvements, (iii) the Equipment, (iv) the Replacement Property, (v) any other personal property to the extent acquired hereafter and intended to be included as a part of the Project which becomes so attached, integrated or affixed to any item described in the foregoing clauses that it cannot be removed without impairing the operating utility of such item as originally designed or damaging such item, and (vi) to the extent not covered by the foregoing, anything qualifying as a Project under Section 12-44-30(16) of the Act.

“Project Increment Payment” shall be the payment described in **Section 5.02(b)** hereof.

“Project Increments” shall mean those increments of the Project which are completed and fit for their intended use as prescribed by Section 12-37-670 of the Code.

“Project Millage Rate” shall mean, for purposes of **Section 5.02(b)** hereof, the millage rate in effect for all taxing entities at the site of the Project as of June 30, 2015, which is understood by the parties hereto to be 453.1 mills.

“Replacement Property” shall mean all property installed on the Land or in the buildings, improvements and personal property theretofore constituting part of the Project to the extent that Section 12-44-60 of the FILOT Act permits such property to be included in the Project as replacement property.

“Sponsor” and **“Sponsor Affiliate”** shall mean an entity whose investment with respect to the Project will qualify for the negotiated FILOT pursuant to **Sections 2.02(h)** and **8.02** hereof and Sections 12-44-30(19) or (20) and Section 12-44-130 of the FILOT Act if the statutory investment requirements are met. Initially, the Company is the only Sponsor, and there are no Sponsor Affiliates.

“State” shall mean the State of South Carolina.

“Term” shall mean the duration of this Agreement as set forth in **Section 4.01** hereof.

“Transfer Provisions” shall mean the provisions of Section 12-44-120 of the FILOT Act, as amended or supplemented from time to time, concerning, among other things, the necessity of obtaining County consent to certain transfers.

Section 1.02 References to Agreement.

The words “hereof”, “herein”, “hereunder” and other words of similar import refer to this Agreement as a whole.

[End of Article I]

ARTICLE II

REPRESENTATIONS AND COVENANTS

Section 2.01 Representations and Covenants of the County.

The County Council makes the following representations and covenants, on behalf of itself and on behalf of the County, as the basis for the undertakings of the County herein contained:

(a) The County is a body politic and corporate and a political subdivision of the State and is authorized and empowered by the provisions of the FILOT Act to enter into the transactions contemplated by this Agreement and to carry out its obligations hereunder. As represented by the Company, the Project constitutes and will constitute Economic Development Property and a “project” within the meaning of the FILOT Act. The County has been duly authorized to execute and deliver this Agreement, all for the purpose of promoting the industrial development, developing the trade, and utilizing and employing the manpower, agricultural products and natural resources of the State.

(b) To the best of its knowledge, the County is not in default under any of the provisions of the laws of the State whereby any such default would adversely affect the execution and delivery of this Agreement or adversely affect its validity or enforceability; to the best of its knowledge, the authorization, execution and delivery of this Agreement, and the performance by the County of its obligations hereunder will not conflict with or constitute a breach of, or a default under, any existing law, court or administrative regulation, decree, order or any provision of the Constitution or laws of the State relating to the establishment of the County or its affairs.

(c) To the best of its knowledge, no actions, suits, proceedings, inquiries or investigations are pending or threatened against or affecting the County in any court or before any governmental authority or arbitration board or tribunal, any of which involve this Agreement.

(d) The representations with respect to the Project made by the Company have been instrumental in inducing the County to enter into this Agreement and the Infrastructure Agreement and offer the incentives included in each.

(e) The County warrants that the Land has been placed in the Multi-County Park, and the County will cause the Project to continue to be located in the Multi-County Park or such other multi-county industrial and business park so as to afford the Company the benefits of the Multi-County Park Act, and Title 4, Chapter 29, of the Code of Laws of South Carolina 1976, as amended.

Section 2.02 Representations and Covenants by the Company.

The Company makes the following representations and covenants as the basis for the undertakings on its part herein contained:

(a) The Company is a corporation, validly existing and in good standing, under the laws of the State of South Carolina. The Company has power to enter into this Agreement, and by proper action has been duly authorized to execute and deliver this Agreement.

(b) This Agreement constitutes a valid and binding commitment of the Company and the authorization, execution and delivery of this Agreement and the performance by the Company of its obligations hereunder will not conflict with or constitute a breach of, or a default under, (i) any existing law, court or administrative regulation, decree, or order, or (ii) any material agreement, mortgage, lease or other instrument, to which the Company is subject or by which it or its properties are bound which would have a material adverse affect on Company's ability to perform its obligations hereunder. The Company has obtained, or will obtain or cause to be obtained in due course, all governmental and third party consents, licenses and permits deemed by Company to be necessary or desirable for the acquisition, construction and operation of the Project as contemplated hereby, and will maintain all such consents, permits and licenses in full force and effect.

(c) No event has occurred and no condition currently exists with respect to the Company which would constitute a Default or an "Event of Default" as defined herein.

(d) The Company intends to operate the Project as a manufacturing facility in the County and for such other purposes permitted under the Act as the Company may deem appropriate. The Project will constitute Economic Development Property and a "project" within the meaning of the FILOT Act.

(e) The execution and delivery of this Agreement by the County has been instrumental in inducing the Company to locate the Project in the County and in the State.

(f) To the best of the Company's knowledge, no actions, suits, proceedings, inquiries or investigations are pending or threatened against or affecting the Company in any court or before any governmental authority or arbitration board or tribunal, any of which involve the possibility of any material and adverse effect upon the transactions contemplated by this Agreement or the Company's performance of its obligations hereunder or which would materially adversely affect the validity or enforceability of this Agreement or any agreement or instrument to which the Company is a party and which is used or contemplated for use in the consummation of the transactions contemplated hereby or thereby.

(g) The Company anticipates that it will invest, or cause to be invested, in the aggregate approximately \$400,000,000 in the Project and create, or cause to be created, in the aggregate approximately 800 new, full-time jobs in respect of the Project, all by the end of the Investment Period. The parties acknowledge that there may be personnel located at the Project who will not be direct employees of the Company. This personnel may include full-time employees of suppliers or employees of various companies providing services to the Project (e.g., security personnel, maintenance personnel) (collectively "Badge Personnel"). The Badge Personnel shall be deemed Company employees and shall count towards any minimum job requirements for purposes of this Agreement; provided, however, that for such counting purposes, Badge Personnel shall not exceed 12% of the total number of employees.

(h) The County acknowledges and agrees that the Company may, at its option, cause all or a part of the Project to be constructed and/or acquired by a third party in a build to suit arrangement, and/or by one or more Equipment lessors (the "Third Parties"). In addition, the Company may include one or more Sponsor Affiliates, now existing or to be formed in the

future, which control, are controlled by, or are under common control with, the Company, consistent with Section 8.02 hereof. The investment requirements shall apply to the Company, the Sponsor Affiliates on an aggregate basis, and all expenditures by a Third Party which are reportable by such Third Party on its South Carolina property tax return with respect to the Project shall count towards the investment requirements applicable to the Company.

[End of Article II]

ACQUISITION OF PROJECT

Section 3.01 Acquisition of Project.

(a) The Company hereby agrees to acquire the Project by installing, constructing and purchasing the same during the Investment Period.

(b) Each year during the term of the Agreement, the Company shall deliver to the County Auditor, County Assessor and County Treasurer a copy of its most recent annual filings made with the Department with respect to the Project, not later than thirty (30) days following delivery thereof to the Department.

(c) The Company shall cause a copy of this Agreement, as well as a copy of the completed form PT-443 of the Department, to be filed with the County Auditor, the County Assessor, the County Treasurer and the Department, as well as with the Fairfield County Auditor and Assessor, within thirty (30) days after the date of execution and delivery hereof.

Section 3.02 Records and Reports, Non-Disclosure.

The Company agrees to maintain complete books and records accounting for the acquisition, financing, construction and operation of the Project. Such books and records shall:

(a) permit ready identification of the various Project Increments and components thereof;

(b) confirm the dates on which each Project Increment was placed in service; and

(c) include copies of all filings made by the Company with the County Auditor or the Department with respect to property placed in service as part of the Project.

Notwithstanding any other provision of this Agreement, the Company may designate any filings or reports, or segments thereof, delivered to the County pursuant to the provisions of this Agreement that the Company believes contain proprietary, confidential or trade secret matters as confidential. Except as required by law or any court of competent jurisdiction, the County Council, the County, its officers and employees shall not knowingly disclose any such designated and clearly marked (as "confidential") confidential information, without the prior written authorization of the Company. In connection therewith, the County, at the reasonable request of the Company, shall cause its agents to sign a non-disclosure statement substantially in the form shown on Exhibit B attached hereto.

The County shall notify the Company in the event of the County's receipt of any Freedom of Information Act request concerning the aforesaid confidential information and, to the extent permitted by law, will not respond to such request until such time as the Company has reviewed the request and taken any action authorized by law to prevent its disclosure. If the Company fails to act to prevent any disclosure of such information under the South Carolina Freedom of Information

Act within ten (10) days after Company's receipt of notice of such request, the County may provide such information as in its judgment is required to comply with such law and the County will have no liability to the Company in connection therewith.

[End of Article III]

AGREEMENT TERM AND PAYMENT PROVISIONS

Section 4.01 Term.

Subject to the terms and provisions herein contained, with respect to each Project Increment, this Agreement shall be and remain in full force and effect for a term commencing on the date hereof, and ending at midnight on December 31 of the year which is the twenty-ninth (29th) year following the first year in which each Project Increment is placed in service, unless sooner terminated as herein permitted; provided that, if at the expiration of the Term payment of all FILOT Payments under **Section 5.02** hereof relating to the operation of the Project during the Term have not been made, the Term shall expire on such later date as such payments shall have been made in full or so provided for; provided, further, that such extension of the Term shall not increase the number of FILOT payments for which the Company qualifies under **Section 5.02** hereof.

Section 4.02 Additional Payments.

In addition to the Company's obligation under **Section 5.02** hereof to make FILOT Payments to the County and related amounts, the Company shall pay to the County, following receipt of such supporting documentation as may be necessary to evidence the County's right to receive payment, all other amounts, liabilities and obligations which the Company assumes or agrees to pay under this Agreement (all such other amounts, liabilities and obligations hereinafter collectively called "Additional Payments"). In the event of any failure on the part of the Company to pay any Additional Payments, the County shall have all rights, powers and remedies provided for herein or by law or equity or otherwise.

Each party shall be required to pay its own respective costs and expenses associated with the negotiation and implementation of this Agreement and all other agreements and documents associated therewith.

[End of Article IV]

MODIFICATION OF PROJECT; PAYMENTS IN LIEU OF TAXES

Section 5.01 Modification of Project.

The Company shall have the right at any time and from time to time during the Term hereof to undertake any of the following:

(i) The Company may replace or renovate any portion of the Project and, in connection therewith, to the extent permitted by the FILOT Act, install Replacement Property in the Project subject to Section 12-44-60 of the FILOT Act. If the Company elects to install Replacement Property, then the calculation of FILOT payments on the Replacement Property shall be made in accordance with **Section 5.02(b)** below but using the original income tax basis of the Economic Development Property which the Replacement Property is replacing. To the extent that the income tax basis of the Replacement Property exceeds the fair market value of the Economic Development Property which it is replacing, the portion of such Replacement Property allocable to the excess amount is subject to *ad valorem* taxation.

(ii) Notwithstanding anything in this Agreement to the contrary, the Company shall be entitled in its discretion from time to time to delete or remove any portions of the Project, or to add any (non-Project) property as may be used in conjunction with the Project or otherwise. In any instance where the Company in its discretion determines that any items of Equipment have become inadequate, obsolete, worn out, unsuitable, undesirable or unnecessary for operations at the Project, the Company may remove such items of Equipment and sell, trade-in, exchange or otherwise dispose of them (as a whole or in part) without the consent of the County.

Notwithstanding anything herein to the contrary, and subject in all events to the terms and provisions of **Section 5.02** hereof, the FILOT Payments required under **Section 5.02** hereof shall, to the extent permitted by law, be reduced at such time to the extent that such payments are attributable to any of the Equipment, Improvements or Replacement Property which is removed or otherwise deleted from the Project and the Company shall not be required to repay any portion of the tax benefit received prior to such event.

Section 5.02 Payments in Lieu of Taxes.

(a) In accordance with the provisions of Section 12-44-50 of the FILOT Act, during the Term of this Agreement the Company shall make with respect to the Project annual FILOT Payments in the amounts set forth in this Section at the times and places, and in the same manner and subject to the same penalty assessments as prescribed by the County or the Department for *ad valorem* taxes. Such annual FILOT Payments shall be made on or before each January 15 of each year during the term of this Agreement, commencing with the January 15th of the second (2nd) year following the first year in which any component of the Project is first placed in service. Subject to the provisions of the Act, each annual FILOT Payment shall be equal to the Project Increment Payment with respect to each Project Increment, including, subject to the provisions of the Act,

Replacement Property for the Project originally included in such Project Increment, calculated as set forth in **Section 5.02(b)** hereof, for each of thirty (30) consecutive years (except to the extent that any portion of such Project Increment ceases to qualify for a negotiated fee in lieu of taxes under the Act) commencing with the year following the year in which the respective Project Increments are placed in service.

(b) Each Project Increment Payment shall be in an amount not less than the *ad valorem* taxes that would be due with respect to the applicable Project Increment if the same were taxable, but, subject to the provisions of Section 12-44-110 of the Act, using the following formula: each such Project Increment Payment shall be in an amount equal to the product which would result from multiplying the Project Millage Rate by an assessment ratio of four percent (4.0%) of the fair market value of the portion of the Project included within such Project Increment. Such fair market value shall be that determined by the Department on the basis provided in Section 12-44-50(A) of the FILOT Act, and shall, subject to the provisions of the Act, include all Replacement Property and deductions for depreciation or diminution in value allowed by the Act or by the tax laws generally, and shall be subject to any reductions provided herein under **Sections 5.01** and **6.01** hereof, and include all applicable *ad valorem* tax exemptions except the exemption allowed pursuant to Section 3(g) of Article X of the South Carolina Constitution and the exemptions allowed pursuant to Section 12-37-220(B) (32) and (34) of the Code. Notwithstanding the foregoing, the fair market value established for real property comprising the Project shall remain fixed for the Term.

(c) In the event that the FILOT Act and/or the above-described payments in lieu of taxes or any portion thereof, are declared invalid or unenforceable, in whole or in part, for any reason, the Company and the County express their intentions that such payments be reformed (including without limitation, to the extent permitted by law, through the provision by the County of infrastructure credits to the Company pursuant to Section 4-1-175 and/or Section 12-44-70 of the FILOT Act) so as to afford the Company the maximum benefit then permitted by law, but in no event greater than the benefit conferred by this Agreement without the express written consent of the County Council. Absent the legal authorization to effect such reformation, the Company and the County agree that there shall be due hereunder with respect to the portion of the Project affected by such circumstances *ad valorem* taxes and that, in such event, the Company shall be entitled, to the extent permitted by law, (1) to enjoy the five-year exemption from *ad valorem* taxes (or fees in lieu of taxes) provided by South Carolina Constitution Article X, Section 3, and any other exemption allowed by law from time to time; (2) to enjoy all allowable depreciation; and (3) to receive all other tax credits which would be due if the Company were obligated to pay *ad valorem* taxes hereunder.

(d) Subject to the provision of 2.02(g) hereof, if by the end of the Investment Period, the Company has not (i) invested or caused to be invested \$400 million in the Project (“Minimum Investment”) and (ii) created at least 800 new jobs at the Project (“Minimum Jobs”), then the Company may be required to reimburse the County for a percentage of the Land Value based on the formula below. (For purposes of this Section, the value of the Land is set at \$25,000 per acre for a total value, based on a total of approximately 197 acres, of \$4,925,000 (“Land Value”).)

Actual Investment

Investment Achievement

$$\begin{aligned}
& \$400 \text{ Million} \times 100 = \text{Percentage} \\
& \frac{\text{Actual Job Creation}}{800 \text{ Jobs}} \times 100 = \text{Job Achievement Percentage} \\
& \frac{(\text{Investment Achievement Percentage}) + (\text{Job Achievement Percentage})}{2} = \text{Overall Achievement Percentage} \\
& 100\% - (\text{Overall Achievement Percentage}) = \text{Reimbursement Factor}
\end{aligned}$$

For example:

$$\begin{aligned}
& \frac{\$288 \text{ Million Actual Investment}}{\$400 \text{ Million}} \times 100 = 72\% \\
& \frac{835 \text{ Actual Job Creation}}{800 \text{ Jobs}} \times 100 = 104\% \\
& \frac{72 + 104}{2} = 88\% \\
& 100\% - 88\% = 12\% \text{ (Reimbursement Factor)} \\
& \$4,925,000 \text{ (Land Value)} \times 12\% = \$591,000 \text{ Reimbursement Payment}
\end{aligned}$$

(e) Up to \$20 million of the Company’s investment in the Project can be comprised of property tax-exempt pollution control equipment for purposes of the reimbursement formula set forth in this subsection. If and to the extent that the Company invests more than \$20 million in such property tax-exempt pollution control equipment, such additional investment shall not be counted as part of the Company’s investment for purposes of such reimbursement formula.

(f) The Company shall make any reimbursement payment to become owing under this subsection to the County at the time the Company makes its FILOT payment to the County for the 2025 property tax year.

(g) If the Company fails to invest or cause to be invested at least \$250,000,000 and to create at least 250 new jobs at the Project by the end of the Investment Period, then 1) the Company shall be required to pay to the County an amount equal to the Land Value, and 2) the applicable assessment ratio shall be increased from 4% to 6%.

(h) In the event the Company invests less than \$2,500,000 in the Project in the aggregate during the Investment Period, this Agreement terminates and the Project is immediately subject to *ad valorem* tax both prospectively and retroactively to the first year which FILOT Payments were to have been made with respect to the Project. The Company shall make payment to the County, within ninety (90) days after the termination pursuant to this Section, of the difference between (i) the FILOT Payments actually made and (ii) the total retroactive amount of

ad valorem tax which would have been due by the Company with respect to the Project, but allowing for appropriate exemptions and abatements to which the Company would have been entitled if the Project were not economic development property, plus interest in the manner as provided in Section 12-54-25 of the Code, or any successor provision.

[End of Article V]

CASUALTY; CONDEMNATION

Section 6.01 FILOT Payments in the Event of Damage and Destruction or Condemnation.

In the event that the Project is damaged or destroyed or the subject of condemnation proceedings, which damage, destruction and/or condemnation would substantially impair the operating ability of the Project, the parties hereto agree that the FILOT Payments required pursuant to **Section 5.02** hereof shall be abated in the same manner and in the same proportion as with *ad valorem* taxes, subject in all events to the provisions of **Section 5.02** hereof.

[End of Article VI]

PARTICULAR COVENANTS AND AGREEMENTS

Section 7.01 Rights to Inspect.

The Company agrees that the County and its authorized agents shall have the right at all reasonable times and upon prior reasonable notice to enter upon and examine and inspect the Project. The County and its authorized agents shall also be permitted, at all reasonable times and upon prior reasonable notice, to have access to examine and inspect the Company's South Carolina property tax returns, as filed. The aforesaid rights of examination and inspection shall be exercised only upon such reasonable and necessary terms and conditions as the Company shall prescribe, which conditions shall be deemed to include, but not be limited to, those necessary to protect the Company's trade secrets and proprietary rights. Prior to the exercise of any right to inspect the Project or the above-referenced records of the Project, the County, at the request of the Company, shall cause its agents to sign a nondisclosure statement substantially in the form shown on Exhibit B attached hereto. In no way shall this requirement of a nondisclosure statement be deemed to apply to or restrict the rights of the United States Government and the State or its political subdivisions in the legitimate exercise of their respective sovereign duties and powers.

Section 7.02 Limitation of County's Liability.

Anything herein to the contrary notwithstanding, any financial obligation the County may incur hereunder, including for the payment of money shall not be deemed to constitute a pecuniary liability or a debt or general obligation of the County; provided, however, that nothing herein shall prevent the Company from enforcing its rights hereunder by suit for *mandamus* or specific performance.

Section 7.03 Mergers, Reorganizations and Equity Transfers.

The Company acknowledges that any mergers, reorganizations or consolidations of the Company may cause the Project to become ineligible for negotiated fees in lieu of taxes under the FILOT Act absent compliance by the Company with the Transfer Provisions; provided that, to the extent provided by Section 12-44-120 of the FILOT Act or any successor provision, any financing arrangements entered into by the Company with respect to the Project and any security interests granted by the Company in connection therewith shall not be construed as a transfer for purposes of the Transfer Provisions. Notwithstanding anything in this Agreement to the contrary, it is not intended in this Agreement that the County shall impose transfer restrictions with respect to the Company or the Project as are any more restrictive than the Transfer Provisions.

The County recognizes and agrees that the Company may, at its sole discretion, choose not to proceed with the Project or, at any time, reduce or cease Operations and vacate the Facility and the Land, and the County hereby waive any legal claims or actions they may have against the Company based on same, except as set forth in Section 5.02 herein. The Company and County intend that this Agreement shall be assignable by the Company consistent with Article 8 of this Agreement, and that such consent not to be unreasonably withheld by the County.

Section 7.04 Qualification in State.

The Company warrants that it is duly qualified to do business in the State, and covenants that it will continue to be so qualified so long as it operates any portion of the Project.

Section 7.05 No Liability of County's Personnel.

All covenants, stipulations, promises, agreements and obligations of the County contained herein shall be deemed to be covenants, stipulations, promises, agreements and obligations of the County and shall be binding upon any member of the County Council or any 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 shall be had for the payment of any moneys hereunder against any member of the governing body of the County or any officer, agent, servants or employee of the County and no recourse shall be had against any member of the County Council or any officer, agent, servant or employee of the County for the performance of any of the covenants and agreements of the County herein contained or for any claims based thereon except solely in their official capacity.

Section 7.06 Other Tax Matters.

Subject to the limitations expressly set forth in **Section 5.02(b)** hereof, the Company shall be entitled to all state and federal investment tax credits, allowances for depreciation and other similar tax provisions allowable by applicable federal or State law with respect to the Project, to the extent allowed or otherwise not prohibited by the FILOT Act.

Section 7.07 Multi-County Park.

In the event for any reason that the Multi-County Park Agreement shall be terminated prior to the Original Termination Date, the County agrees that it will, pursuant to the Multi-County Park Act, and to the extent permitted by law, use its best efforts to cause the Project to be included in a duly authorized, executed and delivered successor joint county industrial park agreement with an adjoining South Carolina county pursuant to the Multi-County Park Act, which successor agreement shall contain a termination date occurring no earlier than the termination date of this Agreement.

[End of Article VII]

ASSIGNMENT OF THIS AGREEMENT; SPONSORS AND SPONSOR AFFILIATES

Section 8.01 Assignment.

The Company may assign or otherwise transfer any of its rights and interest hereunder to an assignee or lessee, as the case may be, in compliance with the Transfer Provisions, including the requirement that any such assignment or lease shall be subject to the written consent of the County. In these regards, the County agrees that such consent shall not be unreasonably withheld, conditioned or delayed. The County hereby consents to any transfers by the Company to any affiliate of the Company at any time. For such purposes, “affiliate” shall mean any person or entity directly or indirectly controlling, controlled by or under common control with the Company. Further, the County agrees that, to the extent permitted by Section 12-44-120(B) of the Act, or any successor provision, any financing arrangements entered into by the Company with respect to the Project and any security interests granted by the Company in connection therewith shall not be construed as a transfer for purposes of requiring consent to the same on the part of the County.

Section 8.02 Sponsors and Sponsor Affiliates.

The Company may designate from time to time additional Sponsors or any Sponsor Affiliates pursuant to the provisions of Sections 12-44-30(19) or (20), respectively, and Section 12-44-130 of the FILOT Act, which Sponsors or Sponsor Affiliates shall be persons who join with the Company and make investments with respect to the Project, or who participate in the financing of such investments, who agree to be bound by the terms and provisions of this Agreement, and who shall be direct affiliates of the Company or other persons described in **Section 8.01** hereof. All additional Sponsors or any Sponsor Affiliates must otherwise meet the requirements of said Section 12-44-30(19) or (20) and Section 12-44-130 of the FILOT Act and be approved by a resolution of the County Council. To the extent permitted by the FILOT Act (and specifically Section 12-44-130 thereof), the investment by such additional Sponsor or any Sponsor Affiliate shall qualify for the FILOT Payments payable under **Section 5.02** hereof (subject to the other conditions set forth therein). The Company shall provide the County and the Department with written notice of any additional Sponsor or Sponsor Affiliate designated pursuant to this **Section 8.02** within ninety (90) days after the end of the calendar year during which any such Sponsor or Sponsor Affiliate has placed in service assets to be used in connection with the Project, all in accordance with Section 12-44-130(B) of the FILOT Act.

[End of Article VIII]

EVENTS OF DEFAULT AND REMEDIES

Section 9.01 Events of Default.

Any one or more of the following events (herein called an “Event of Default”, or collectively “Events of Default”) shall constitute an Event of Default by the Company:

(a) if default shall be made in the due and punctual payment of any FILOT Payments, which default shall not have been cured within thirty (30) days following receipt of written notice thereof from the County;

(b) if default shall be made by the Company in the due performance of or compliance with any of the material terms of this Agreement, including payment, other than those referred to in the foregoing paragraph (a), and such default shall (i) continue for ninety (90) days after the County shall have given the Company written notice of such default, or (ii) in the case of any such default which can be cured but which cannot with due diligence be cured within such 90-day period, if the Company shall fail to proceed promptly to cure the same and thereafter prosecute the curing of such default with due diligence, it being intended in connection with the default not susceptible of being cured with due diligence within ninety (90) days that the time of the Company within which to cure the same shall be extended for such period as may be necessary to complete the curing of the same with all due diligence; or

(c) if any material representation or warranty made by the Company herein or any statement, certificate or indemnification furnished or delivered by the Company in connection with the execution and delivery of this Agreement, proves untrue in any material respect as of the date of the issuance or making thereof or knowingly violated or breached, as the case may be.

Notwithstanding anything in this Agreement to the contrary, a failure by the Company to invest any dollar amount in the Project or to create any specified number of jobs in respect thereto, as the same may be recited herein, shall not in itself constitute an Event of Default under this Agreement.

Section 9.02 Remedies on Event of Default.

Upon the occurrence of any Event of Default, the County may: (i) terminate this Agreement by provision of thirty (30) days’ notice to the Company in writing specifying the termination date; (ii) upon providing, at the Company’s request, but subject in all events to the necessary exercise by the County of its sovereign duties and powers, a signed nondisclosure statement substantially in the form attached as Exhibit B hereto, have access to and inspect, examine and make copies of, the books, records and accounts of the Company pertaining to the Project; or (iii) take whatever action at law or in equity as may appear necessary or desirable to collect any FILOT Payments and Additional Payments then due or to enforce observance or performance of any covenant condition or agreement of the Company under this Agreement, including without limitation enforcement of a statutory lien on the Project for any non-payment of FILOT Payments hereunder.

Section 9.03 Collection of FILOT Payments.

In addition to all other remedies herein provided, the nonpayment of FILOT Payments shall constitute a lien for tax purposes as provided in Section 12-44-90 of the FILOT Act. In this regard, and notwithstanding anything in this Agreement to the contrary, the County may exercise the remedies provided by general law (including, without limitation, Title 12, Chapter 49, of the Code) relating to the enforced collection of *ad valorem* taxes to collect any FILOT Payments due hereunder.

[End of Article IX]

MISCELLANEOUS

Section 10.01 Termination.

(a) At any time prior to the stated expiration of the Term of this Agreement- the Company may, by written notice to the County, terminate this Agreement, in whole or in part, effective immediately on giving such notice or on such date as may be specified in the notice; provided that such termination shall not be effective until such time as the Company shall have made payment to the County of all applicable payments payable under this Agreement as of such time, including without limitation pursuant to Sections 5.02(d) and (g) hereof. Upon termination, and subject to any provisions herein which shall by their express terms be deemed to survive any termination of this Agreement, the Company shall no longer be entitled to the benefit of the fee in lieu of payments provided herein and the property constituting the Project with respect to which this Agreement has been terminated, shall thereafter be subject to the *ad valorem* tax treatment required by law and, except as may be expressly provided herein, in no event shall the Company be required to repay to the County the amount of any tax benefit previously received hereunder.

(b) If, at the time the Company delivers written notice to the County, the Company has not achieved the Minimum Investment or Minimum Jobs at the Project, then the provisions of **Section 5.02(d)** govern termination of this Agreement.

Section 10.02 Rights and Remedies Cumulative.

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

Section 10.03 Successors and Assigns.

The terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

Section 10.04 Notices; Demands; Requests.

All notices, demands and requests to be given or made hereunder to or by the County or the Company, shall be in writing, and shall be deemed to be properly given or made if sent by United States certified first class mail, return receipt requested, postage prepaid and addressed as follows or at such other places as may be designated in writing by such party.

(a) As to the County:

Richland County
Attn: Tony McDonald, County Administrator
Administration Building
2020 Hampton Street, Room 4058
Columbia, South Carolina 29202

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

Parker Poe Adams & Bernstein LLP
Attn: Ray E. Jones, Esq.
1201 Main Street, Suite 1450
Columbia, South Carolina 29201

(b) As to the Company:

CHINA JUSHI USA CORPORATION

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

Haynsworth Sinkler Boyd, P.A.
Attn: Frank T. Davis III, Esq.
ONE North Main, 2nd Floor
Greenville, South Carolina 29601

Section 10.05 Applicable Law; Entire Understanding.

This Agreement shall be governed exclusively by the provisions hereof and by the applicable laws of the State of South Carolina. This Agreement expresses the entire understanding and all agreements of the parties hereto with each other, and neither party hereto has made or shall be bound by any agreement or any representation to the other party which is not expressly set forth in this Agreement or in certificates delivered in connection with the execution and delivery hereof.

Section 10.06 Severability.

In the event that any clause or provisions of this Agreement shall be held to be invalid by any court of competent jurisdiction, such clause or provisions shall be reformed to provide as near as practicable the legal effect intended by the parties hereto, and the invalidity of such clause or provision shall not affect any of the remaining provisions hereof.

Section 10.07 Headings and Table of Contents; References.

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

Section 10.08 Multiple Counterparts.

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

Section 10.09 Amendments.

This Agreement may be amended only by a writing signed by all of the parties.

Section 10.10 Waiver.

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

Section 10.11 Business Day.

In the event that any action, payment or notice is, by the terms of this Agreement, required to be taken, made or given on any day which is a Saturday, Sunday or a legal holiday in the jurisdiction in which the person obligated to act is domiciled, such action, payment or notice may be taken, made or given on the following business day with the same effect as if given as required hereby, and no interest shall accrue in the interim.

[End of Article X]

IN WITNESS WHEREOF, Richland County, South Carolina, has executed this Agreement by causing its name to be hereunto ascribed by the County Supervisor and to be attested to by the Clerk of its County Council, and CHINA JUSHI USA CORPORATION have executed this Agreement by their authorized officer(s), all being done as of the day and year first above written.

RICHLAND COUNTY, SOUTH CAROLINA

(SEAL)

By: _____

Chairman, Richland County Council

ATTEST:

By: _____

Clerk to Richland County Council

[Signature Page 1 – Fee in Lieu of Tax Agreement]

CHINA JUSHI USA CORPORATION

(SEAL)

By: _____

Name: _____

Title: _____

[Signature Page 2 – Fee in Lieu of Tax Agreement]

EXHIBIT A

[Description of Land]

All those certain pieces, parcels or tracts of land with all improvements thereon, situate, lying and being in Richland County, South Carolina, being shown, delineated, and depicted as Parcel A (containing approximately 109.004 acres), Parcel B (containing 37.005 acres) and Parcel C (containing 50.502 acres) as shown on that certain plat of survey entitled, SOUTH CAROLINA RESEARCH AUTHORITY BOUNDARY SURVEY, dated May 22, 2009, last revised July 28, 2009, prepared by Jack H. Locklair, Jr., S.C.P.S. No. 12842 of BP Barber, recorded in the Office of the Register of Deeds of Richland County on July 31, 2009, in book 1543, page 3669. Reference to said plat of survey is craved for a more complete description, with all measurements being a little more or less.

EXHIBIT B

FORM OF NON-DISCLOSURE STATEMENT

I, _____, _____ of Richland County, South Carolina, acknowledge and understand that _____ (collectively, "Company") utilizes confidential and proprietary "state-of-the-art" processes and techniques and that any disclosure of any information relating to such processes and techniques could result in substantial harm to Company and could thereby have a significant detrimental impact on Company and their employees. Consequently, to the extent permitted by law, I agree to keep confidential the nature, description and type of the machinery, equipment, processes and techniques, as well as financial statements of the Company, which I observe. I agree that I shall not disclose the nature, description or type of such machinery, equipment, processes or techniques, or the information contained in such financial statements of the Company, to any person or entity other than in accordance with the terms of the Fee in Lieu of Tax Agreement between Company and Richland County, South Carolina, dated as of _____, _____, or as may be required by the laws of the State of South Carolina including, but not limited to, the South Carolina Freedom of Information Act.

By: _____

Date: _____

INFRASTRUCTURE FINANCE AGREEMENT

between

RICHLAND COUNTY, SOUTH CAROLINA,

and

CHINA JUSHI USA CORPORATION

Dated as of October 5, 2016

INFRASTRUCTURE FINANCE AGREEMENT

THIS INFRASTRUCTURE FINANCE AGREEMENT, dated as of October 5, 2016 (the “Agreement”), between **RICHLAND COUNTY, SOUTH CAROLINA**, a body politic and corporate and a political subdivision of the State of South Carolina (the “County”), and **CHINA JUSHI USA CORPORATION** a corporation organized and existing under the laws of the State of South Carolina (the “Company”).

W I T N E S S E T H :

WHEREAS, the County, acting by and through its County Council (the “County Council”) is authorized by Section 4-1-175 of the Code of Laws of South Carolina 1976, as amended (the “Infrastructure Credit Act”), to provide infrastructure credit financing, secured by and payable solely from revenues of the County derived from payments in lieu of taxes pursuant to Article VIII, Section 13 of the South Carolina Constitution, for the purpose of defraying the cost of designing, acquiring, constructing, improving, or expanding the infrastructure serving the County or a project and for improved and unimproved real estate and personal property used in the operation of a manufacturing facility or commercial enterprise in order to enhance the economic development of the County, all within the meaning of Section 4-29-68 of the Code of Laws of South Carolina 1976, as amended (the “Infrastructure”); and

WHEREAS, the Company intends to establish a manufacturing facility in the County (the “Project”) on the land described in Exhibit A hereto (the “Land”); and

WHEREAS, the Company has represented that its intends to invest approximately \$400,000,000 and create at least 800 new, full-time, jobs with respect to the Project, all by December 31, 2024 (the “Investment Period”); and

WHEREAS, the County and Fairfield County have established a joint county industrial and business park (the “Park”) by entering into a Master Agreement Governing the I-77 Corridor Regional Industrial Park between the County and Fairfield County, South Carolina, dated as of April 15, 2003, as amended to include the Land (the “Park Agreement”), pursuant to the provisions of Article VIII, Section 13 of the South Carolina Constitution and Title 4, Chapter 1 Code of Laws of South Carolina 1976 (collectively, the “Multi-County Park Act”), as amended, and have designated the Land as being included within the Park, and the County desires to cause the Project to continue to be located in the Park or such other multi-county industrial and business park so as to afford the Company the benefits of the Infrastructure Credit Act and the Multi-County Park Act as provided herein; and

WHEREAS, pursuant to the provisions of the Park Agreement, the Company is obligated to make or cause to be made payments in lieu of taxes in the total amount equivalent to the *ad valorem* property taxes that would have been due and payable but for the location of the Project within the Park; and

WHEREAS, in connection with the Project, the County and the Company has entered into a Fee in Lieu of Tax Agreement of even date herewith providing for certain payments in lieu of taxes by the Company, as provided therein; and

WHEREAS, pursuant to the Infrastructure Credit Act, the County has agreed to provide certain credits to the Company in respect of the Company's investment in the Infrastructure with respect to the Project, and is delivering this Agreement in furtherance thereof; and

WHEREAS, the County Council has duly authorized execution and delivery of this Agreement by ordinance duly enacted by the County Council on October 4, 2016, following conducting a public hearing on September 20, 2016;

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

ARTICLE I

DEFINITIONS

The terms defined in this Article I shall for all purposes of this Agreement have the meanings herein specified, unless the context clearly otherwise requires. Except where the context otherwise requires, words importing the singular number shall include the plural number and *vice versa*.

“*Act*” shall mean Title 4, Chapter 1, Code of Laws of South Carolina 1976, as amended, and all future acts amendatory thereto.

“*Agreement*” shall mean this Agreement, as the same may be amended, modified or supplemented in accordance with the terms hereof.

“*Company*” shall have the meaning set forth with respect to such term in the recitals to this Agreement.

“*Cost of the Infrastructure*” shall mean to extent permitted by law, the cost of acquiring, by construction and purchase, the Infrastructure and shall be deemed to include, whether incurred prior to or after the date of this Agreement: (a) obligations incurred for labor, materials, and other expenses to builders and materialmen in connection with the acquisition, construction, and installation of the Infrastructure; (b) the cost of design and engineering of the Infrastructure; (c) the cost of construction bonds and of insurance of all kinds that may be required or necessary during the course of construction and installation of the Infrastructure, which is not paid by the contractor or contractors or otherwise provided for; (d) the expenses for test borings, surveys, test and pilot operations, estimates, plans and specifications and preliminary investigations therefor, and for supervising construction, as well as for the performance of all other duties required by or reasonably necessary in connection with the acquisition, construction, and installation of the Infrastructure; (e) all other costs which shall be required under the terms of any contract for the acquisition, construction, and installation of the Infrastructure; and (f) all legal, accounting and related costs properly capitalizable to the cost of the Infrastructure.

“*County*” shall mean Richland County, South Carolina, a body politic and corporate and a political subdivision of the State of South Carolina and its successors and assigns.

“*Fee Agreement*” shall mean the Fee in Lieu of Tax Agreement dated as of even date herewith between the County and the Company, as the same may be amended or supplemented.

“*Fee Payments*” shall mean the payments in lieu of taxes made by the Company with respect to the Project under the Fee Agreement and/or by virtue of the Project’s location in (a) the Park or (b) in any joint county industrial park created by the County and a partner county pursuant to a successor agreement to the Park Agreement qualifying under Section 4-1-170 of the Act or any successor provision.

“*FILOT Act*” shall mean Title 12, Section 44, of the Code.

“*Infrastructure*” shall mean infrastructure serving the County and improved or unimproved real estate and personal property, including machinery and equipment, used in the operation of the Project, within the meaning of Section 4-29-68, Code of Laws of South Carolina 1976, as amended.

“*Infrastructure Credits*” shall mean the Special Source Revenue Credits pursuant to the Act and as set forth herein.

“*Investment Period*” shall have the meaning set forth with respect to such term in the recitals to this Agreement.

“*Investment Requirement*” shall mean the aggregate investment of \$400,000,000.

“*Jobs Requirement*” shall mean the aggregate creation of 800 new, full-time jobs in connection with the Project.

“*Land*” shall have the meaning set forth with respect to such term in the recitals to this Agreement.

“*Ordinance*” shall mean the ordinance enacted by the County Council on October 4, 2016, authorizing the execution and delivery of this Agreement.

“*Park Agreement*” shall mean the Master Agreement Governing the I-77 Corridor Regional Industrial Park between the County and Fairfield County, South Carolina, dated as of April 15, 2003, as amended to include the Land.

“*Park*” shall mean (i) the joint county industrial park established pursuant to the terms of the Park Agreement and (ii) any joint county industrial park created pursuant to a successor park agreement delivered by the County and a partner county in accordance with Section 4-1-170 of the Act, or any successor provision, with respect to the Project.

“*Person*” shall mean an individual, a corporation, a partnership, an association, a joint stock company, a trust, any unincorporated organization, or a government or political subdivision.

“*Project*” shall mean the “Project” as defined in the Fee Agreement.

“State” shall mean the State of South Carolina.

ARTICLE II

REPRESENTATIONS AND WARRANTIES

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

(a) The County is a body politic and corporate and a political subdivision of the State and is authorized and empowered by the provisions of the Act to enter into the transactions contemplated by this Agreement and to carry out its obligations hereunder. By proper action by the County Council, the County has been duly authorized to execute and deliver this Agreement and any and all agreements collateral thereto.

(b) The County proposes to provide the Infrastructure Credits to offset a portion of the Cost of the Infrastructure to the Company for the purpose of promoting economic development of the County.

(c) To the best knowledge of the County, the County is not in violation of any of the provisions of the laws of the State, where any such default would affect the validity or enforceability of this Agreement.

(d) To the best knowledge of the County, the authorization, execution and delivery of this Agreement, the enactment of the Ordinance, and performance of the transactions contemplated hereby and thereby do not and will not, to the best knowledge of the County, conflict with, or result in the violation or breach of, or constitute a default or require any consent under, or create any lien, charge or encumbrance under the provisions of (i) the Constitution of the State or any law, rule, or regulation of any governmental authority, (ii) any agreement to which the County is a party, or (iii) any judgment, order, or decree to which the County is a party or by which it is bound.

(e) To the best knowledge of the County, there is no action, suit, proceeding, inquiry, or investigation, at law or in equity, or before or by any court, public body, or public board which is pending or threatened challenging the creation, organization or existence of the County or its governing body or the power of the County to enter into the transactions contemplated hereby or wherein an unfavorable decision, ruling or finding would adversely affect the transactions contemplated hereby or would affect the validity, or adversely affect the enforceability, of this Agreement, or any other agreement or instrument to which the County is a party and which is to be used in connection with or is contemplated by this Agreement, nor to the best of the knowledge of the County, is there any basis therefor.

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

(a) The Company is a corporation duly organized, validly existing, and in good standing under the laws of the State of South Carolina, has power to enter into this Agreement and to carry

out its obligations hereunder, and by proper corporate action has been duly authorized to execute and deliver this Agreement.

(b) Neither the execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, nor the fulfillment of or compliance with the terms and conditions of this Agreement, will result in a material breach of any of the terms, conditions, or provisions of any corporate restriction or any agreement or instrument to which the Company is now a party or by which it is bound, or will constitute a default under any of the foregoing, or result in the creation or imposition of any lien, charge, or encumbrance of any nature whatsoever upon any of the property or assets of the Company, other than as may be created or permitted by this Agreement.

(c) The Company shall use commercially reasonable efforts to meet the Investment Requirement and the Jobs Requirement during the Investment Period.

(e) To the best knowledge of the Company, there is no action, suit, proceeding, inquiry, or investigation, at law or in equity, or before or by any court, public body, or public board which is pending or threatened challenging the power of the Company to enter into the transactions contemplated hereby or wherein an unfavorable decision, ruling or finding would adversely affect the transactions contemplated hereby or would affect the validity, or adversely affect the enforceability, of this Agreement, or any other agreement or instrument to which the Company is a party and which is to be used in connection with or is contemplated by this Agreement, nor to the best of the knowledge of the Company is there any basis therefore.

SECTION 2.03. Covenants of the County.

(a) To the best of its ability, the County will at all times maintain its corporate existence and will use its best efforts to maintain, preserve, and renew all its rights, powers and privileges; and it will comply with all valid acts, rules, regulations, orders, and directions of any legislative, executive, administrative, or judicial body applicable to this Agreement.

(b) In the event of any early termination of the Park Agreement prior to the date necessary to afford the Company the full benefit of the Infrastructure Credits hereunder (the “Final Benefits Date”), the County agrees it will use its best efforts to cause the Project, pursuant to Section 4-1-170 of the Act or any successor provision, to be included in a duly authorized, executed and delivered successor joint county industrial park agreement with an adjoining South Carolina county, which successor agreement shall contain a termination date occurring no earlier than the Final Benefits Date.

(c) The County covenants that it will from time to time, at the request and expense of the Company, execute and deliver such further instruments and take such further action as may be reasonable and as may be required to carry out the purpose of this Agreement; provided, however, that such instruments or actions shall never create or constitute a general obligation or an indebtedness of the County within the meaning of any State constitutional provision (other than the provisions of Article X, Section 14(10) of the South Carolina Constitution) or statutory limitation and shall never constitute or give rise to a pecuniary liability of the County or a charge against its

general credit or taxing power or pledge the full faith, credit or taxing power of the State, or any other political subdivision of the State.

ARTICLE III

INFRASTRUCTURE CREDITS

SECTION 3.01. Payment of Costs of Infrastructure.

The Company shall be responsible for payment of all Costs of the Infrastructure with respect to the Project as and when due.

SECTION 3.02. Infrastructure Credits.

(a) In order to reimburse the Company for a portion of the Cost of the Infrastructure with respect to the Project, commencing with the initial Fee Payment payable by the Company with respect to the Project after the Project is first placed in service, unless otherwise delayed pursuant to the terms of this section, the County shall provide Infrastructure Credits to help offset the cost to the Company of certain Project-related expenditures. The Infrastructure Credit shall be comprised of (i) a 63% Infrastructure Credit to be applied against the Company's Fee Payments on the Project for the first (1st) and second (2nd) year of the Fee Agreement, and (ii) a 53% Infrastructure Credit to be applied against the Company's Fee Payments on the Project for the third (3rd), fourth (4th), and fifth (5th) year of the Fee Agreement; (iii) a 43% Infrastructure Credit to be applied against the Company's Fee Payments on the Project for the sixth (6th) and seventh (7th) year of the Fee Agreement; (iv) a 33% Infrastructure Credit to be applied against the Company's Fee Payments for the Project for the eighth (8th), ninth (9th), and tenth (10th) year of the Fee Agreement; and a 25% Infrastructure Credit to be applied against the Company's Fee Payments on the Project for the eleventh (11th), twelfth (12th), thirteenth (13th), fourteenth (14th), and fifteenth (15th) year of the Fee Agreement; provided, however that the Company can, by providing written notice to the County, delay for up to two (2) years the year in which the Infrastructure Credit shall begin to apply. The total amount of the Infrastructure Credit shall not exceed the total amount of eligible expenditures (as set forth in S.C. Code § 4-29-68(A)(2)) made by the Company.

(b) The Company shall be responsible for providing the County, prior to receipt of any Infrastructure Credit, with all documentation and certification reasonably deemed necessary by the County to establish the Costs of the Infrastructure with respect to the Project incurred by the Company, and the investment made by the Company to that date.

(c) THIS AGREEMENT AND THE INFRASTRUCTURE CREDITS BECOMING DUE HEREUNDER ARE LIMITED OBLIGATIONS OF THE COUNTY PROVIDED BY THE COUNTY SOLELY FROM THE FEE PAYMENTS RECEIVED BY THE COUNTY FOR THE PROJECT PURSUANT TO THE PARK AGREEMENT, AND DO NOT AND SHALL NEVER CONSTITUTE A GENERAL OBLIGATION OR AN INDEBTEDNESS OF THE COUNTY WITHIN THE MEANING OF ANY CONSTITUTIONAL PROVISION (OTHER THAN THE PROVISIONS OF ARTICLE X, SECTION 14(10) OF THE SOUTH CAROLINA

CONSTITUTION) OR STATUTORY LIMITATION AND DO NOT AND SHALL NEVER CONSTITUTE OR GIVE RISE TO A PECUNIARY LIABILITY OF THE COUNTY OR A CHARGE AGAINST ITS GENERAL CREDIT OR TAXING POWER. THE FULL FAITH, CREDIT, AND TAXING POWER OF THE COUNTY ARE NOT PLEDGED FOR THE INFRASTRUCTURE CREDITS.

(d) No breach by the County of this Agreement shall result in the imposition of any pecuniary liability upon the County or any charge upon its general credit or against its taxing power. The liability of the County under this Agreement or of any warranty herein included or for any breach or default by the County of any of the foregoing shall be limited solely and exclusively to the Fee Payments for the Project in the Park. The County shall not be required to execute or perform any of its duties, obligations, powers, or covenants hereunder except to the extent of the Fee Payments.

ARTICLE IV

CONDITIONS TO DELIVERY OF AGREEMENT; TITLE TO PROJECT

SECTION 4.01. Documents to be Provided by County. Prior to or simultaneously with the execution and delivery of this Agreement, the County shall provide to the Company:

(a) A copy of the Ordinance, duly certified by the Clerk of the County Council to have been duly enacted by the County and to be in full force and effect on the date of such certification; and

(b) A copy of the Park Agreement, duly certified by the Clerk of the County Council to have been duly enacted by the County and to be in full force and effect on the date of such certification; and

(c) Such additional related certificates, instruments or other documents as the Company may reasonably request in a form and substance acceptable to the Company and the County.

SECTION 4.02. Transfers of Project; Assignment of Interest in this Agreement by the Company. Subject to the provisions of Section 6.01 hereof, the County hereby acknowledges that the Company may from time to time and in accordance with applicable law, sell, transfer, lease, convey, or grant the right to occupy and use the Project, in whole or in part, or assign its interest in this Agreement, to others; provided, however, that any transfer by the Company of any of its interest in this Agreement to any other Person shall require the prior written consent of the County, which shall not be unreasonably withheld. No such sale, lease, conveyance, grant or assignment shall relieve the County from the County's obligations to provide Infrastructure Credits to the Company or any assignee of the same, under this Agreement as long as such assignee is qualified to receive the Infrastructure Credits under the Act.

SECTION 4.03. Assignment by County. The County shall not assign, transfer, or convey its obligations to provide Infrastructure Credits hereunder to any other Person, except as may be required by South Carolina law.

ARTICLE V

DEFAULTS AND REMEDIES

SECTION 5.01. Events of Default. Other than as specifically described in Section 5.02(d) of the Fee Agreement with respect to a failure to reach certain investment and job creation requirements, if the County or either Company shall fail duly and punctually to perform any other covenant, condition, agreement or provision contained in this Agreement on its part to be performed, which failure shall continue for a period of thirty (30) days after written notice by the County or either Company, respectively, specifying the failure and requesting that it be remedied is given to the County by a Company, or to the Company by the County, by first-class mail, the County or the Company, respectively, shall be in default under this Agreement (an “Event of Default”).

SECTION 5.02. Remedies and Legal Proceedings by the Company or the County. Upon the happening and continuance of any Event of Default, then and in every such case the Company or the County, as the case may be, in their discretion may:

- (a) by mandamus, or other suit, action, or proceeding at law or in equity, enforce all of its or their rights and require the other party to carry out any agreements with or for its benefit and to perform its or their duties under the Act and this Agreement;
- (b) bring suit upon this Agreement;
- (c) exercise any or all rights and remedies provided by applicable laws of the State; or
- (d) by action or suit in equity enjoin any acts or things which may be unlawful or in violation of its rights.

SECTION 5.03. Remedies Not Exclusive. Other than as specifically described in Section 5.02(d) of the Fee Agreement with respect to a failure to reach certain investment and job creation requirements, no remedy in this Agreement conferred upon or reserved to the County or the Company hereunder is intended to be exclusive of any other remedy or remedies, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute.

SECTION 5.04. Nonwaiver. No delay or omission of the County or the Company to exercise any right or power accruing upon any default or Event of Default shall impair any such right or power or shall be construed to be a waiver of any such default or Event of Default, or an acquiescence therein; and every power and remedy given by this Article V to any party may be exercised from time to time and as often as may be deemed expedient.

ARTICLE VI

MISCELLANEOUS

SECTION 6.01. Termination. Subject to Sections 5.01 and 5.02 above, this Agreement shall terminate on the date upon which all Infrastructure Credits provided for in Section 3.02(a) hereof have been credited to the Company.

SECTION 6.02. Successors and Assigns. All the covenants, stipulations, promises, and agreements in this Agreement contained, by or on behalf of, or for the benefit of, the County, shall bind or inure to the benefit of the successors of the County from time to time and any officer, board, commission, agency, or instrumentality to whom or to which any power or duty of the County, shall be transferred.

SECTION 6.03. Provisions of Agreement for Sole Benefit of the County and the Company. Except as in this Agreement otherwise specifically provided, nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any Person other than the County and the Company any right, remedy, or claim under or by reason of this Agreement, this Agreement being intended to be for the sole and exclusive benefit of the County and the Company.

SECTION 6.04. Severability. In case any one or more of the provisions of this Agreement shall, for any reason, be held to be illegal or invalid, the illegality or invalidity shall not affect any other provision of this Agreement, and this Agreement and the Infrastructure Credits shall be construed and enforced as if the illegal or invalid provisions had not been contained herein or therein.

SECTION 6.05. No Liability for Personnel of the County or the Company. No covenant or agreement contained in this Agreement shall be deemed to be the covenant or agreement of any member, agent, or employee of the County or its governing body or the Company or any of its officers, employees, or agents in his individual capacity, and neither the members of the governing body of the County nor any official executing this Agreement shall be liable personally on the Infrastructure Credits or this Agreement or be subject to any personal liability of accountability by reason of the issuance thereof.

SECTION 6.06. Notices. All notices, certificates, requests, or other communications under this Agreement shall be sufficiently given and shall be deemed given, unless otherwise required by this Agreement, when (i) delivered or (ii) sent by facsimile and confirmed by United States certified mail, return-receipt requested, restricted delivery, postage prepaid, addressed as follows:

- (a) if to the County:

Richland County
Attn: County Administrator
Administration Building
2020 Hampton Street, Room 4058
Columbia, South Carolina 29202

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

Parker Poe Adams & Bernstein LLP
Attn: Ray E. Jones, Esq.
1201 Main Street, Suite 1450
Columbia, South Carolina 29201

(b) if to the Company CHINA JUSHI USA CORPORATION

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

Haynsworth Sinkler Boyd, P.A.
Attn: Frank T. Davis III, Esq.
ONE North Main, 2nd Floor
Greenville, South Carolina 29601

A duplicate copy of each notice, certificate, request or other communication given under this Agreement to the County or the Company shall also be given to the others. The County and the Company may, by notice given under this Section 6.06, designate any further or different addresses to which subsequent notices, certificates, requests or other communications shall be sent.

SECTION 6.07. Applicable Law. The laws of the State of South Carolina shall govern the construction of this Agreement.

SECTION 6.08. Counterparts. This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original; but such counterparts shall together constitute but one and the same instrument.

SECTION 6.09. Amendments. This Agreement may be amended only by written agreement of the parties hereto.

SECTION 6.10. Waiver. Either party may waive compliance by the other party with any term or condition of this Agreement only in a writing signed by the waiving party.

[Signature pages to follow]

IN WITNESS WHEREOF, Richland County, South Carolina, has caused this Agreement to be executed by the County Administrator and its corporate seal to be hereunto affixed and attested by the Clerk of Richland County Council and CHINA JUSHI USA CORPORATION have caused this Agreement to be executed by their respective authorized officers, all as of the day and year first above written.

RICHLAND COUNTY, SOUTH CAROLINA

(SEAL)

By: _____

Chairman, Richland County Council,

ATTEST:

Clerk to Richland County Council

Economic Development Committee:	September 6, 2016
First Reading:	September 13, 2016
Second Reading and Public Hearing:	September 20, 2016
Third Reading:	October 4, 2016

[Signature page 1 to Infrastructure Finance Agreement]

CHINA JUSHI USA CORPORATION

By: _____

Name: _____

Title: _____

[Signature page 2 to Infrastructure Finance Agreement]

EXHIBIT A

REAL PROPERTY DESCRIPTION

All those certain pieces, parcels or tracts of land with all improvements thereon, situate, lying and being in Richland County, South Carolina, being shown, delineated, and depicted as Parcel A (containing approximately 109.004 acres), Parcel B (containing 37.005 acres) and Parcel C (containing 50.502 acres) as shown on that certain plat of survey entitled, SOUTH CAROLINA RESEARCH AUTHORITY BOUNDARY SURVEY, dated May 22, 2009, last revised July 28,2009, prepared by Jack H. Locklair, Jr., S.C.P.S. No. 12842 of BP Barber, recorded in the Office of the Register of Deeds of Richland County on July 31, 2009, in book1543,page 3669. Reference to said plat of survey is craved for a more complete description, with all measurements being a little more or less.

STATE OF SOUTH CAROLINA
COUNTY COUNCIL FOR RICHLAND COUNTY
ORDINANCE NO. _____

TO APPROVE THE CONVEYANCE OF APPROXIMATELY ONE HUNDRED NINETY SEVEN ACRES OF REAL PROPERTY OWNED BY RICHLAND COUNTY LOCATED ON PINEVIEW ROAD TO CHINA JUSHI USA CORPORATION (PROJECT GIANT); TO APPROVE A LAND CONVEYANCE AGREEMENT FOR SUCH PROPERTY AND OTHER MATTER RELATED THERETO; AND TO AUTHORIZE COUNTY OFFICIALS TO TAKE SUCH ACTIONS AS NECESSARY TO EFFECTUATE THE PURPOSES OF THIS ORDINANCE.

Be it ordained by the Council of Richland County, South Carolina:

SECTION 1. The Richland County Council finds that:

- a. Richland County (the “County”) owns approximately one hundred ninety seven (197) acres of real property on Pineview Road as more particularly described on Exhibit A attached hereto (the “Property”);
- b. China Jushi USA Corporation (the “Company”), proposes to acquire the Property and to construct one or more buildings on the Property and to install personal property therein, all for the purpose of establishing a manufacturing operation. The cost of the improvements on the Property and the personal property thereon is projected to equal or exceed \$400,000,000.
- c. the investment of funds as proposed by the Company provides significant public benefits to the County in the form of an increased tax base that generates additional tax revenues, increases values for adjacent properties and provides needed additional employment opportunities for approximately 800 people; and
- d. the public benefits to be received by the County for the conveyance of the Property to the Company is fair and reasonable compensation.

SECTION 2. (a) The Chair or, in his absence, the Vice Chair, are authorized, empowered and directed, in the name of and on behalf of the County, to execute, acknowledge, and deliver a land conveyance agreement by and between the Company and the County, providing for the sale of the Property to the Company. The form of the land conveyance agreement is attached hereto as Exhibit B (the “Agreement”) and all terms, provisions and conditions of the Agreement are incorporated herein by reference as if the Agreement were set out in this ordinance in its entirety. By adoption of this ordinance, County Council approves the

Agreement and all of its terms, provisions and conditions. The Agreement is to be in substantially the form as attached to this ordinance and hereby approved, with such changes not materially adverse to the County as shall be approved by the Chair (or Vice Chair in his absence), up on advice of counsel, the execution thereof to constitute conclusive evidence of their approval of any and all changes or revisions therein from the form of Agreement attached to this ordinance.

(b) County Council hereby authorizes and approves the sale of the Property to the Company and the transactions contemplated by the Agreement.

SECTION 3. The Chair, Secretary, Clerk, the County Administrator and County attorney are authorized to take such actions and to execute such other documents as may be necessary to effectuate the purposes of this ordinance.

SECTION 4. If any section, subsection or clause of this ordinance is held to be unconstitutional or otherwise invalid, the validity of the remaining sections, subsections and clauses shall not be affected.

SECTION 5. To the extent this ordinance contains provisions that conflict with provisions contained elsewhere in the Richland County Code or other County ordinances, the provisions contained in this ordinance supersede all other provisions and this ordinance is controlling.

SECTION 6. This ordinance is effective upon third reading.

SIGNATURE FOLLOWS ON NEXT PAGE

THE REMAINDER OF THIS PAGE IS INTENTIONALL LEFT BLANK.

This Ordinance is effective as of the 4th day of October, 2016.

RICHLAND COUNTY, SOUTH CAROLINA

Chairman, Richland County Council

(SEAL)
ATTEST:

Clerk to Richland County Council

Economic Development Committee:	September 6, 2016
First Reading:	September 13, 2016
Second Reading and Public Hearing:	September 20, 2016
Third Reading:	October 4, 2016

STATE OF SOUTH CAROLINA

COUNTY OF RICHLAND

I, the undersigned Clerk to County Council of Richland County, South Carolina, do hereby certify that attached hereto is a true, accurate and complete copy of an Ordinance which was given reading, and received approval, by the County Council at its meetings of September 13, 2016, September 20, 2016 and October 4, 2016, at which meetings a quorum of member of County Council were present and voted, and an original of which ordinance is filed in the permanent records of the County Council.

Clerk, County Council of Richland County

Dated: _____, 2016

EXHIBIT A

LEGAL DESCRIPTION

All those certain pieces, parcels or tracts of land with all improvements thereon, situate, lying and being in Richland County, South Carolina, being shown, delineated, and depicted as Parcel A (containing approximately 109.004 acres), Parcel B (containing 37.005 acres) and Parcel C (containing 50.502 acres) as shown on that certain plat of survey entitled, SOUTH CAROLINA RESEARCH AUTHORITY BOUNDARY SURVEY, dated May 22, 2009, last revised July 28, 2009, prepared by Jack H. Locklair, Jr., S.C.P.S. No. 12842 of BP Barber, recorded in the Office of the Register of Deeds of Richland County on July 31, 2009, in book 1543, page 3669. Reference to said plat of survey is craved for a more complete description, with all measurements being a little more or less.

EXHIBIT B

LAND CONVEYANCE AGREEMENT

RICHLAND COUNTY AND CHINA JUSHI USA CORPORATION

See attached.

Land Conveyance Agreement

between

RICHLAND COUNTY, SOUTH CAROLINA,

and

CHINA JUSHI USA CORPORATION

Dated as of October 4, 2016

Land Conveyance Agreement

THIS LAND CONVEYANCE AGREEMENT (the “Agreement”) is hereby made and entered into as of this 4th day of October, 2016 (the “Effective Date”), by and between CHINA JUSHI USA CORPORATION, South Carolina corporation (the “Company”) and RICHLAND COUNTY, SOUTH CAROLINA (the “County”).

WITNESSETH:

WHEREAS, the Company contemplates the establishment of a manufacturing facility in the County (the “Project”);

WHEREAS, the Company anticipates the Project will consist of an aggregate investment in the County of approximately \$400,000,000 and the creation of approximately 800 new, full-time jobs in connection therewith before the end of December 31, 2024;

WHEREAS, as inducement for the Project and pursuant to the terms of that certain Memorandum of Understanding dated May 28, 2016 (the “MOU”), the County desires to transfer, at no cost to the Company, title to approximately 197 acres of land in the County on Pineview Road, as more particularly described in Exhibit A attached hereto, which land is owned by the County (the “Property”);

NOW, THEREFORE, FOR AND IN CONSIDERATION of the mutual promises and covenants contained herein and for other valuable consideration, the receipt, adequacy, and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE I. **Project Overview.**

The Company proposes to construct a manufacturing facility (the “Facility”) on the Property, which is located in the I-77 Corridor Regional Industrial Park (the “Park”), pursuant to the Master Agreement Governing the I-77 Corridor Regional Industrial Park, between the County and Fairfield County, dated as of April 15, 2003, as amended effective April 3, 2012 to include the Property (the “Park Agreement”), in order to manufacture and distribute its product. The Project is comprised of the Property, the Facility, and certain personal property for use in the Facility (the “Equipment”).

ARTICLE II. **County Commitments and Representations**

a) The County will transfer or cause to be transferred to the Company (or to a Third Party (as defined in Article III herein) or Affiliate (as defined in Article III herein), as determined by the Company), at closing (the “Closing”), at no cost to the Company (or Third Party or Affiliate), fee simple absolute title to the Property (the “Transfer”). The title shall be subject to a reverter clause (the “Reverter”), all as further described in and substantially in the form described in Section 1.1 of the MOU, the terms of which are incorporated herein by reference.

b) The County will transfer or cause to be transferred to the Company simultaneously with the Transfer, a private, non-exclusive access easement across land now owned by the South Carolina Department of Transportation extending from the junction of Shop Road and Pineview

Road to the northern property line of the Land in substantially the form attached hereto as Exhibit B (the “Shop Road Access Easement”).

c) The County will use its best efforts to coordinate with SCE&G (i) the relocation of the existing transmission lines to the location indicated on the final ALTA survey (the “Alta Survey”), (ii) the termination and relocation of the existing easement rights for the existing transmission line pursuant to a mutually satisfactory agreement (the “SCE&G Termination and Relocation Agreement”); and (iii) a commitment by SCE&G to complete items (i) and (ii) above by a mutually acceptable date.

d) The County will, prior to the commencement of construction of the Project, at no cost to the Company, provide a temporary construction/access roadway extending from the southern right of way margin of Pineview Road over and/or along the Norfolk Southern Railroad right of way to the Facility site depicted on the Conceptual Plan attached as Exhibit B to the MOU; provided that Norfolk Southern Railroad consents, such temporary access road to be evidenced by a mutually satisfactory access agreement (the “Temporary Construction Access Agreement”).

e) The County shall, at its expense, indicate on the ALTA Survey the location of the Shop Road extension, which location shall be subject to approval by the Company, all as provided in Section 1.1 of the MOU, and provide an easement agreement in form satisfactory to the Company (the “Shop Road Extension Easement Agreement”).

f) The County represents and warrants to the Company that it has not dealt with any agent, realtor or broker in connection with this transaction. This provision shall survive the closing.

ARTICLE III. Company Commitments and Representations.

The Company agrees as follows:

a) The Company agrees to accept the Transfer of title to the Property from the County at no cost to the Company subject to the terms of this Agreement.

b) The Company will (i) create not less than eight hundred (800) new fulltime jobs; and (ii) invest at least four-hundred million dollars (\$400,000,000) in economic development property in the Project, including the value of the Equipment, and the value of the Property, all as further described in the MOU, including Article 2 thereof, the terms of which are incorporated herein by reference.

c) The Company may, at its option, cause all or a part of the Project to be constructed and/or acquired by a third party in a build to suit arrangement, and/or by one or more Equipment lessors (the “Third Parties”). In addition, the Company may include one or more entities, now existing or to be formed in the future, which control, are controlled by, or are under common control with, the Company (the “Affiliates”).

d) The Company represents and warrants to the County that it has not dealt with any agent, realtor or broker in connection with this transaction. This provision shall survive the closing.

ARTICLE IV. Property Conveyance.

- a) Company shall obtain an ALTA Survey of the Property (the “Survey”) and submit same to County for approval. The cost of any Survey shall be borne by Company, except to the extent otherwise provided herein. The legal description at Closing shall be based on the Survey.
- b) It shall be Company’s responsibility and cost to submit the Survey to the planning department for staff review and approval and to record the Survey.
- c) At the Closing, County shall deliver, or cause to be delivered, to Company the Transfer Deed (as defined in the MOU), subject only to the exceptions permitted by the MOU and this Agreement.
- d) Company shall pay for the transfer tax/documentary stamps associated with the Transfer Deed pursuant to SC Code §12-24-20(B). County shall pay for the cost of discharging any mortgage, lien or title encumbrance other than those resulting from Company’s actions or otherwise permitted hereunder or under the MOU (the “Permitted Exceptions”). Company shall be responsible for the cost of recording the deed and any other instruments to be recorded under the terms of this Agreement.
- e) Company shall obtain, at its expense, a title insurance commitment and pay for the cost of any title exam and title insurance premiums for any title insurance and endorsements the Company elects to purchase.
- f) Unless otherwise specified in this Agreement, all other recurring expenses and costs related to the Property shall be prorated as of the Closing Date.
- g) At Closing, County shall deliver, or cause to be delivered, to Company the following (unless waived by the Company in writing prior to Closing):
 - i) the duly executed and acknowledged Transfer Deed in recordable form conveying good, fee simple and marketable title to the Property subject only to the Permitted Exceptions and the Reverter, and using the metes and bounds legal description set forth on the ALTA Survey, together with a transfer affidavit;
 - ii) such documents as the Company’s title insurance company may reasonably request, including a seller’s affidavit and evidence of the County’s authority to execute and perform under this Agreement and to execute and deliver all documents conveying the Property to Company;
 - iii) a certificate on a form approved under temporary regulations promulgated under Section 1445 of the Internal Revenue Code of 1986, as amended, that County is not a foreign person and a South Carolina non-resident seller withholding affidavit;
 - iv) the Shop Road Access Easement, duly executed and acknowledged and in recordable form;

- v) the SCE&G Easement Termination and Relocation Agreement, duly executed and acknowledged and in recordable form;
- vi) the Temporary Construction Access Agreement, duly executed and acknowledged and in recordable form;
- vii) the Shop Road Extension Easement Agreement, duly executed and acknowledged and in recordable form;
- viii) possession of the Property free of the rights and claims of others; and
- ix) such other documents and papers that may be necessary to the consummation of the transaction described in this Agreement or may be reasonably requested by Company or Company's counsel.

(h) At Closing, Company shall deliver to County any other documents and papers as the County or its counsel may reasonably request to evidence the Company's authority to execute and perform under this Agreement and such other documents and papers that may be necessary to the consummation of the transaction described in this Agreement or that may be reasonably requested by County or County's counsel.

ARTICLE V. Defaults, Remedies, and Reversion.

a) Company's Failure to Meet Investment Requirement and Job Requirement.

See the MOU dated May 28, 2016 between the Company and the County (the "Infrastructure Agreement") for the consequences of the Company's failure to meet any investment requirement and any jobs requirement.

b) Other Default and Remedies.

i) In the event County defaults or fails to perform any of its conditions or obligations under this Agreement, through no fault of Company, Company reserves the right seek an action in equity for specific performance, or terminate this Agreement by giving written notice to County, or seek other available remedies at law. In any such action by Company, Company shall be entitled to recover its reasonable attorneys' fees and court costs.

ii) In the event of a default or breach by Company of any of the covenants or conditions or obligations of Company under this Agreement, other than failure to meet any investment requirement and jobs requirement or any action or non-action that causes a Reversionary Transfer the specific and exclusive remedies for which are provided for in the MOU and incorporated herein by reference, the County's sole remedy shall be to give written notice thereof to Company providing the Company an opportunity to cure such default within 60 days of the receipt of such notice by the Company. If the Company fails to cure such default within such 60 day period, or, if the default cannot reasonably be cured within such 60 day period, the Company fails to diligently pursue the curing of such

default, then the County may terminate this Agreement, and upon such termination, neither Company nor County shall have any further obligation or liability to the other.

- iii) In the event Closing takes place under this Agreement, nothing herein shall preclude County’s enforcement of its payment rights under the MOU or the Reverter right under the deed. In any such action by County, County shall be entitled to recover its reasonable attorneys’ fees and court costs.
- iv) In the event of the Reversionary Transfer, the Company agrees to deliver to the County the executed, recordable Reversionary Deed or in such alternative form as may be mutually agreeable to the County and the Company, all as further provided in the MOU.

ARTICLE VI. Miscellaneous.

- a) Due Authorization. In addition to the other warranties and representations set forth herein, each party makes the following representation and warranties to the other: the execution, delivery and performance of this Agreement and the closing documents by such party and the execution, delivery and performance by each individual and/or entity signing this Agreement on behalf of such party shall have been duly authorized and approved by all requisite action on the part of such party. All representations and warranties of the parties set forth in this Agreement are true and correct as of the Effective Date and will be true and correct as of the Closing.
- b) Notices. Any notice to be provided under this Agreement shall be effective when delivered to the party named below or when deposited in Federal Express (or any other reputable national “next day” delivery service) 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 hereof require receipt rather than sending of any notice, in which case such provision shall control:

IF TO THE COMPANY:

CHINA JUSHI USA CORPORATION

WITH A COPY TO:

Haynsworth Sinkler Boyd, P.A.
ONE North Main St.
Greenville, SC 29609
Attention: Frank T. Davis, III

IF TO THE COUNTY:

Richland County, South Carolina
2020 Hampton Street
Columbia, SC 29204
Attention: County Economic Developer

WITH A COPY TO:

Parker Poe Adams & Bernstein LLP
1201 Main Street, Suite 1450
Columbia, SC 29201
Attention: Ray E. Jones, Esq.

- c) Binding Effect. This Agreement and each document contemplated hereby or related hereto shall be binding upon and inure to the benefit of the parties hereto and to their respective successors and assigns.
- d) Counterparts. This Agreement may be executed in any number of counterparts, and all of the counterparts taken together shall be deemed to constitute one and the same instrument.
- e) Governing Law. This Agreement and all documents executed in connection herewith shall be construed in accordance with and governed by the laws of the State of South Carolina.
- f) Severability. In case any one or more of the provisions contained in this Agreement should be deemed invalid, illegal, or unenforceable in any respect for any reason whatsoever, the validity, legality, or enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
- g) Headings. The headings of the articles and sections of this Agreement are inserted for convenience only and shall not be deemed to constitute a part of this Agreement.
- h) Amendments. The provisions of this Agreement may only be modified or amended in a writing executed by all parties.
- i) Entire Understanding. This Agreement expresses the entire understanding and all agreements of the parties hereto with each other, and no party hereto has made or shall be bound by any agreement or any representation to another party which is not expressly set forth in this Agreement or in certificates delivered in connection with the execution and delivery hereof.
- j) Waiver. A party may waive compliance by the other party with any term or condition of this Agreement applicable to the party only in a writing signed by the affected waiving party.

- k) Assignment. This Agreement shall be assignable by the Company with the consent of the County, such consent not to be unreasonably withheld. This Agreement shall not be assigned by County.

SIGNATURES BEGIN ON NEXT PAGE.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the ____ day of _____, 2016.

**RICHLAND COUNTY, SOUTH
CAROLINA**

ATTEST:

Clerk to Council

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

CHINA JUSHI USA CORPORATION

Signature: _____

Name: _____

Title: _____

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

**EXHIBIT A
LEGAL DESCRIPTION**

All those certain pieces, parcels or tracts of land with all improvements thereon, situate, lying and being in Richland County, South Carolina, being shown, delineated, and depicted as Parcel A (containing approximately 109.004 acres), Parcel B (containing 37.005 acres) and Parcel C (containing 50.502 acres) as shown on that certain plat of survey entitled, SOUTH CAROLINA RESEARCH AUTHORITY BOUNDARY SURVEY, dated May 22, 2009, last revised July 28,2009, prepared by Jack H. Locklair, Jr., S.C.P.S. No. 12842 of BP Barber, recorded in the Office of the Register of Deeds of Richland County on July 31, 2009, in book1543,page 3669. Reference to said plat of survey is craved for a more complete description, with all measurements being a little more or less.



APPLICATION FOR SERVICE ON RICHLAND COUNTY COMMITTEE, BOARD OR COMMISSION

Applicant must reside in Richland County.

730 4123 cell

Name: Robert Leichtle

Home Address: 8 Oak Bluff Ct

Telephone: (home) 803-788-4362 (work) Retired

Office Address:

Email Address: RALIKELY@GMAIL.COM

Educational Background: BS in Accounting USC 1968

Professional Background (Must be one): CPA [X] Attorney [X] Business person [X]

Male [X] Female [] Age: 18-25 [] 26-50 [] Over 50 [X]

Name of Committee in which interested: Business Service Center Appeals Board

Reason for interest: Currently on Board, like to assist.

Your characteristics/qualifications, which would be an asset to Committee/Board/ Commission: (A resume is also requested.) Accounting background.

Presently serve on any County Board/Commission/Committee? Yes

Any other information you wish to give?

Recommended by Council Member(s), if any:

Hours willing to commit each month: 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 board 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 boards shall be required to abstain from voting or influencing through discussion or debate or any other way, decisions of the board 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 Board or Commission, as the County Council, by majority vote of the council, shall elect.

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 board? Yes No

If so, describe: _____

Robert Smith July 11, 2016
Applicant's Signature Date

For more information about the Business Service Center Appeals Board, please e-mail bsc@rcgov.us or call 576-2287.

Applications are current for one year.

Please return applications to:
Richland County
Clerk of Council's Office
Post Office Box 192
Columbia, SC 29202

Staff Use Only	
Date Received: <u>7-12-16</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: Rox W. Pollard, Jr.

Home Address: 2 Heathwood Circle, Columbia, SC 29205

Telephone: (home) 803-530-2484 (cell) _____ (work) 803-401-4242

Office Address: 1301 Gervais Street, St. 600, Columbia, SC 29201

Email Address: Rox.Pollard@colliers.com

Educational Background: BS in Business Administration, University of South Carolina, 1983

Professional Background: I have been employed as a commercial real estate broker and developer since 1987. I am currently a principal and Vice President of Colliers International commercial real estate here in Columbia.

Male Female Age: 18-25 26-50 Over 50

Name of Committee in which interested: Planning Commission

Reason for interest: I'm very interested in how the County grows and develops. I believe Richland County has fantastic growth potential but it will be important that growth and development are thoughtfully managed. I know the Planning Commission plays a very important role in the Counties future growth and I feel I can add much value to this group.

Your characteristics/qualifications, which would be an asset to Committee, Board or Commission: As a practitioner in the real estate industry here in the Midlands for almost 30 years, I've been involved in much of the commercial real estate growth that has occurred since 1987. My area of specialty is retail real estate such as shopping centers and retail properties. Retail real estate, perhaps more than other commercial real estate, shapes our landscape and view of our community. I can bring that expertise to the Commission and share that expertise with other Commission members that are experts in other facets of commercial and residential growth. Hopefully this will lead to a very balanced Commission with a good variety of view points, the combination of which can lead to very good planning recommendations.

Presently serve on any County Committee, Board or Commission? No

Any other information you wish to give? I have served previously on the Richland Library Board 2004-2014 chairing the Board from 2009-2012. This experience taught me a great deal about Richland County Government and has given me a good understanding of how to work effectively with the County's leadership and County Council.

Recommended by Council Member(s): Greg Pearce

Hours willing to commit each month: 4-10 hours

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: _____

Ray W. Pellard
Applicant's Signature

8-31-16
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>9-2-16</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: PRENTISS MCLAURIN

Home Address: 100 TRADITION CIRCLE COLUMBIA S.C. 29229

Telephone: (home) 803-736-5633 (work) _____

Office Address: N/A

Email Address: PMCLAURIN001@SC.RR.COM

Educational Background: BS IN LIBERAL STUDIES

Professional Background: 26 MILITARY RETIRED 2006 / VETERAN SUPERVISOR Department of Workforce

Male Female Age: 18-25 26-50 Over 50

Name of Committee in which interested: PLANNING COMMISSION

Reason for interest: I HAVE THE VASE EXPERIENCE IN CIVILIAN LIFE

+ MILITARY LIFE IN PLANNING EVENT, INTERACTION WITH PEOPLE

Your characteristics/qualifications, which would be an asset to Committee, Board or

Commission:

UNDERSTANDING ECONOMIC GROWTH IN THE COMMUNITIES, DEVELOPING
INDUSTRY IN THE COMMUNITIES, ALSO INTERACTING WITH ORGANIZATIONS

Presently serve on any County Committee, Board or Commission? NO

Any other information you wish to give? HAVE SERVED ON THE COMMUNITY RELATION

Recommended by Council Member(s): TORRY RUSH COUNCIL

Hours willing to commit each month: 4-6 HRS A MONTH FOR
FR. JACKSON

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: _____

Prattus McHarris
Applicant's Signature

01/13/2016
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>1-19-16</u>	Received by: <u><i>[Signature]</i></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: Margaret M. Sumpter

Home Address: 709 Harmon Road, Hopkins, SC 29061

Telephone: (home) 803-708-3249

(work) 803-260-1731 (cell #)

Office Address: _____

Email Address: mwestsumpter@yahoo.com

Educational Background: Midland Technical College & Columbia College

Professional Background: _____

Male

Female

Age: 18-25

26-50

Over 50

Name of Committee in which interested: Planning Committee

Reason for interest: I am interest in serving on the Planning Committee, because of my desires of wanting what is best for the citizens of Richland County.

Your characteristics/qualifications, which would be an asset to Committee, Board or

Commission:

My characteristics of being efficient, hardworking, dedicated, experience, patience and concerns for the citizens of Richland County. My qualifications, with over 30 years of experience in SC Government, in the areas of Ethics, Lobbying, etc., along with my characteristics would be an outstanding asset to the Planning Committee of Richland County.

Presently serve on any County Committee, Board or Commission? No

Any other information you wish to give; No

Recommended by Council Member(s):

Hours willing to commit each month: 20 or more; what deem necessary to accomplish the committee duties.

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.

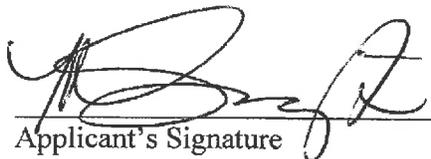
Yes _____ No X

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: _____


Applicant's Signature

10/23/15
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>10-27-15</u>	Received by: <u></u>	
Date Sent to Council: _____		
Status of Application:	<input type="checkbox"/> Approved	<input type="checkbox"/> Denied <input type="checkbox"/> On file

Margaret M. Sumpter
709 Harmon Road
Hopkins, SC 29061
803-260-1731(c) / 803-708-3249(h)

EDUCATION

Lower Richland High School
Midland Technical College
Columbia College

EMPLOYMENT HISTORY

Richland School District One

Secretary
1977 – 1989

Responsible for Discipline, Attendance, Pupil Personnel Services and Associate Superintendent; Lower Richland High School, Hopkins Middle School and RCSD One District Office.

South Carolina State Ethics Commission

Business Manager
January 1990 – December 2000

Responsible for Human Resource, Policies and Procedures Hand Book, Supervision of Administrative Staff, Managed Budget of \$500,000+, Payable of Accounts, Payroll, Procurement, Computerization of Office, Staff Training, Legislative Liaison, Volunteer Coordinator, Scheduled of Commission Meetings and Hearings, and other duties as needed.

South Carolina State Employees Association

Field Representative
Director of Membership and Services
December 2000 – April 2012

Lobbied SC General Assembly, Planned SCSEA Annual Meeting, Statewide Board Meetings, County Chapters Meetings, SCSEA Members Annual State House Day, Membership Drives, Recruit Members, Monitor Membership, Volunteer Coordinator, Discount Program, Market SCSEA at Statewide Conferences, Benefit Fairs, SC State Fair, Agencies Meetings, Assist with the Planning of National SAGE and WAGE Conferences in SC and other duties.

Retired from SC State Government, April 2012 with over 32 years of experience.

RETURNED TO WORKFORCE AFTER RETIREMENT

Richland County School District One

Hopkins Middle School
August 2013 – May 2016

Receptionist/Clerical Assistant

Performs routine clerical duties to help maintain effective and efficient office operations. Reports to the Principal or Assistant Principal. ESSENTIAL JOB FUNCTIONS Performs general clerical functions, which may include, but are not limited to, entering data into the computer; establishing files; typing, copying and filing correspondence and other documents; faxing; processing various bills, forms and applications; collating materials; processing mail; etc. May perform receptionist duties by answering the telephone, screening callers, greeting, transferring and relaying messages through school faculty/staff to parents or students, announcing or routing visitors and Volunteer Coordinator. Assist Principal and other staff with special projects as assigned. Receives, reviews, prepares and/or submits various records and reports including various forms, logs, records, special and routine reports, requisitions, memos, correspondence, etc.

Database Specialist

Responsible for entering all students and staff personal and confidential information in PowerSchool. Meet with parents regarding student attendance and other confidential matters. Prepared Court Documents for Hearings and Attendance Truancy.

Richland County School District One

Human Resource Department
May 2016 – Present

HR Personnel Assistant

Performs secretarial and clerical duties of variety and complexity to maintain effective and efficient office operations. Reports to the Director of Classified Employment Services. Welcome guests and clients by greeting them in person or on the telephone; answering or directing inquiries; receives and relay telephone messages. Represents Classified Director by communicating and obtaining information; following-up on delegated assignments; knowing when to act and when to refer matters to appropriate authority. Maintains confidential matters by keeping employee's information confidential. Determine matters of top priority and handle accordingly. Coordinate and give tests for all classified positions. Performs administrative activities which may be highly confidential and sensitive. Compose and/or type memos, letters and reports for the signature of the Director. Background check of all new employees and Volunteer Coaches with SC DSS, SLED and the United States Department of Justice National Sex Offenders. Updates and maintains database for required background check. Prepare and process certified administrators and teachers contracts. Processes new hire documents in various computer systems and ensures all required documentation is completed. Schedule interviews and appointments for the Director. Researches, gathers and organize pertinent data as needed for the Office of Human Resources. Receive and respond to inquiries and concerns from District employees and other duties.

Organizations

Commission South Carolina Notary Public
Member of Ruritan National Eastover SC Club
Richland County Democratic Party Executive Committee
President of Horrell Hill Democratic Precinct
Public Relations of Southeast Dems
Member of SC Retirees Association
Member of **SC Association of Educational Office**
Member of **National Association of Educational Office**
Member of **National Association of Professional Women**
Public Relations of New Light Beulah Baptist Church
Celeste Event Planner, Inc. Nonprofit Organization (Owner)
Middleton Family of Hopkins, SC Foundation, Inc. Nonprofit Organization (President)

References

Senator Darrell Jackson
South Carolina Senate
803-212-6048

Representative Walton J. McLeod (Retired)
South Carolina House of Representatives
803-734-3276 (O)
803-345-1538 (B)

Dr. Machelie Thompson, Esquire
Director of Classified Employment Services
Richland County School District One
803-231-7418



**APPLICATION FOR SERVICE ON RICHLAND COUNTY
COMMITTEE, BOARD OR COMMISSION**

Applicant must reside in Richland County.

Name: Kaela Harmon

Home Address: 427 Twin Eagles Dr. Columbia 29203

Telephone: (home) 803-466-6567 (work) 803-466-6567

Office Address: 427 Twin Eagles Dr. Columbia 29203 (I work from home)

Email Address: harmonknc@gmail.com

Educational Background: B.A. Journalism & Mass Communications Washington & Lee University

Professional Background: Public Relations, Marketing and Governmental Affairs with a background in broadcast media. BA Journalism & Mass Communications.

Male

Female

Age: 18-25

26-50

Over 50

Name of Committee in which interested: Community Relations Council

Reason for interest: The Community Relations Council has a long history of advocacy for the citizens of Columbia. The organization's mission to promote harmony, mutual respect, and justice through civil dialogue and understanding aligns with my professional background in public relations and my personal commitment to giving back to my community.

Your characteristics/qualifications, which would be an asset to Committee, Board or

Commission: Currently, I am an airport marketing consultant and I help airports from across the country develop strategies for engaging their communities, their air service providers and their key stakeholders. Prior, I was the PR Manager for the Columbia Metropolitan Airport. In the course of my career, I have worked with a wide range of organizations, including the SC Confederate Relic Room and Military Museum, where I was the first African-American in the organization and was in a position to ensure that stories of Black South Carolinians contributions to the state's military history were told. My background in public relations and community

engagement combined with my unique work history gives me a perspective that will make me an asset to the organization.

Presently serve on any County Committee, Board or Commission? No

Any other information you wish to give? I'm a graduate of the Leadership Columbia program, and have been recognized for my personal and professional involvement by multiple organizations.

Recommended by Council Member(s): Torrey Rush is my Councilman

Hours willing to commit each month: As many as required.

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: _____

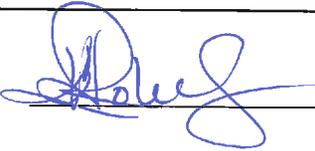
Kaela Harmon
Applicant's Signature

August 12, 2016
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>8-12-16</u>	Received by:	
Date Sent to Council: _____		
Status of Application:	<input type="checkbox"/> Approved	<input type="checkbox"/> Denied <input type="checkbox"/> On file

Kaela Harmon

harmonknc@gmail.com
803.466.6567

Kaela is a relationship marketing specialist with over 10 years of experience in public relations, marketing and event planning who specializes in cultivating relationships between organizations, their stakeholders and the media. Kaela's experience and creative approach to brand management, effective messaging and strategic planning has directly lead to more awareness, greater community support and increased revenue for the various organizations for which she has worked.

AREAS OF EXPERTISE

- Strategic Planning
- Aviation Marketing
- Direct Mail/ Email Marketing
- Promotional Program Development
- Media Relations
- Copy Writing
- Public Presentations
- Content Layout/Design
- Brand Management
- Social Media Marketing
- Event Planning
- Broadcasting

EXPERIENCE:

MARKETING/PUBLIC RELATIONS MANAGER

Sixel Consulting Group (Airport Services Consulting Firm)

May 2016 – Present
Columbia, SC

- Assist clients with marketing and brand management needs
- Write copy for various marketing campaigns
- Provide project support for web site development projects
- Support clients with strengthening relationships with key stakeholders

PUBLIC RELATIONS/GOVERNMENTAL AFFAIRS MANAGER

Columbia Metropolitan Airport (*Commercial Service Airport*)

February 2012 – May 2016
Columbia, SC

- Maintain working relationships with traditional and new media outlets by writing and distributing press releases, making media pitches for airport related stories, providing media tours and escorts and serving as airport spokesperson for airport related news and incidents.
- Actively engage in industry trade organizations through memberships and meeting participation.
- Regularly serve as a speaker and/or panelist for national aviation meetings and conferences.
- Maintain the airport's brand standards and brand strategy by ensuring consistency in the airport's message and visual presence.
- Track data and analytics to ensure effectiveness of strategies to reach key audiences and demographics including route planners, stake holders and internal leadership.
- Create marketing collateral and presentations to include airport promotions, strategic planning, economic development, etc.
- Assist in preparing and presenting marketing proposals to airlines and potential other aviation service providers.
- Oversee department budgeting, staffing, and short and long-term strategy.

ADVANCEMENT COORDINATOR

SC Confederate Relic Room & Military Museum (*Military History Museum*)

January 2010 – February 2012
Columbia, SC

- Planed and hosted exhibit opening events and receptions.
- Oversaw all of the museum's public relations and community outreach initiatives.
- Created a museum membership program from the ground-up resulting in additional revenue and an expanded support base.
- Developed copy and content for ad campaigns, collateral and exhibit items.

MARKETING COORDINATOR**Cornelius & Associates** (*Consulting firm specializing in organizational development, professional training and project management*)**July 2007 – January 2010**
Columbia, SC

- Expanded the organization's use of technology through the introduction of online resources for e-newsletters, webinars and online conferences.
- Project managed company rebranding efforts including website redevelopment project, updated logo and collateral material
- Wrote RFP responses and proposals
- Planned off-site seminars, trade shows, annual meetings and other company events.
- Worked with graphic designer to strategize and developed annual promotional campaigns to align with sales goals.
- Created resources to track and gather data to inform client research projects.

ASSISTANT DIRECTOR OF COLLEGE COMMUNICATIONS**Piedmont Technical College** (*State Technical College*)**February 2007 – July 2007**
Greenwood, SC

- Managed a team of three to strategically develop an updated marketing campaign including a redesigned logo, newly rolled out print publication and an updated best practices outline.
- Involved with the implementation of an enrollment campaign for Piedmont Technical College resulting in increased early registration.
- Sat on marketing committee for Piedmont Technical College and spearheaded efforts to streamline college's marketing material.
- Wrote press releases and news articles regarding campus news and events.
- Updated and polished the local access television station programming.

COMMUNICATIONS COORDINATOR**Historic Columbia Foundation** (*Preservation Society & Museum*)**October 2005 – February 2007**
Columbia, SC

- Wrote and distributed all organization press material.
- Established a "speakers bureau" to promote the organization to a regional audience.
- Developed new and innovated outreach material and updated content on Historic Columbia Web site.
- Cultivated relationships with local organizations to create partnerships and cross promotional campaigns.
- Streamlined the editorial and lay out process for Historic Columbia Foundation's external newsletter, resulting in the reduction of missed deadlines.
- Created an internal newsletter for Historic Columbia Foundation, resulting in improved information sharing between employees.
- Planned Historic Columbia Foundations large community events such as the Jubilee Festival of Heritage and Christmas Tours.

RADIO PROGRAM HOST**WGCV/WFMV Radio** (*Locally owned radio station*)**January 2007 – January 2010**
Columbia, SC

- Produced and hosted weekly radio talk program
- Interviewed local and national newsmakers including Senators Hillary Clinton, Barack Obama and Ron Paul
- Covered local and national breaking news items

DIGITAL MEDIA SPECIALIST**WIS TV News** (*NBC Affiliate*)**July 2005 – October 2005**
Columbia, SC

- Updated website news content and assisted reporters with copywriting

AWARDS & RECOGNITION:

- Certified Member of the American Association of Airport Executives
- Member of the ACI-NA Nation Marketing and Communications Steering Committee
- The State Newspaper's 20 Under 40 c/o 2014
- Columbia Regional Business Report 2012 Woman of Influence Award
- Southeastern Business Magazine 2014 & 2015 Woman of Influence Award
- South Carolina Black Pages 40 Under 40 c/o 2013
- Leadership Columbia Graduate c/o 2013
- American Association of State Local History 2011 Douglass Evelyn Award Recipient
- South Carolina Center for Fathers and Families Board Member
- South Carolina Jefferson Awards Foundation Board Member

EDUCATION:

Washington and Lee University, June 2005
BA Journalism & Mass Communications



**RICHLAND COUNTY
GOVERNMENT**
Office of the County Administrator

September 9, 2016

To: County Council

From: Blue Ribbon Committee via Kevin Bronson, Assistant County Administrator

Subject: September 1, 2016 Blue Ribbon Committee Recommendations to County Council

The Blue Ribbon Committee (BRC) met on September 1, 2016. Chairman Torrey Rush and Vice Chairman Gregory Pearce are the representatives from the County Council. A copy of the PowerPoint presentation is attached as well as a copy of the Richland County Community Development Block Grant Disaster Recovery (CDBG-DR) Action Plan.

The meeting focused on the funding allocations and components of the Richland County CDBG-DR Action Plan.

The federal department of Housing and Urban Development (HUD) determined significant unmet recovery needs in Richland County and provided notice of a direct allocation of \$23,516,000 in funding to address impacts related to Hurricane Joaquin and adjacent storm systems. The Appropriations Act requires funds be used only for specific disaster-related purposes, and requires that prior to the obligation of funds Richland County must submit a plan detailing the proposed use of all funds within 6 years. To comply with HUD requirements, this Action Plan describes Richland County's strategy for utilizing the CDBG-DR funds to address unmet housing, infrastructure, and economic development needs within the most impacted areas resulting from the flood.

Richland County prepared this Action Plan as required by HUD. This Action Plan assesses remaining unmet housing, infrastructure, and economic needs, and presents a series of programs and projects to maximize the recovery and resilience potential of the County.

The Action Plan was posted on the County's Flood Recovery web page beginning August 26, 2016. This was done to give the public time to review the Action Plan and provide comments. The BRC reviewed the funding allocations and, after discussion, voted to approve the Action Plan and recommended Council's approval.

Council's approval is necessary to meet the HUD deadline for submission of September 19, 2016. Please keep in mind, Council may adjust the funding allocations. Additionally, adoption of the Action Plan is not a one-time decision. HUD expects and has made allowances for amendments to the Action Plan should the Council deem it necessary. For instance, if the Infrastructure allocation is determined to be more than needed, the Council may amend the Action Plan to move unneeded funds from the Infrastructure allocation to the Housing allocation. Amendments may be made anytime during the six years the County has to spend the funds.



**RICHLAND COUNTY
GOVERNMENT**
Office of the County Administrator

The Action Plan contains a great level of detail that delineates the County’s unmet needs for flood recovery, recovery programs and projects, recovery commitments, and re-award implementation plan.

Please note the county’s unmet needs were calculated based on data. Further the phrase “unmet needs” is used only to describe needs that fit within the CDBG-DR classifications. The calculations do not represent a comprehensive, all-inclusive valuation of flood damages in Richland County (see Section 2 of the Action Plan).

The funding allocations as provided in the Action Plan, Table 11, page 25 are as follows.

Table 1 - CDBG-DR Budget Summary

Use of Funds	Allocation	Expenditure Schedule		
		2017	2018	2019
Housing Activities	\$13,841,000	\$4,613,666.67	\$4,613,666.67	\$4,613,666.67
Single Family Housing Rehabilitation	\$10,161,000	-	-	-
Rental Rehabilitation	\$2,000,000	-	-	-
HMGP Residential Buyout Match	\$1,680,000	-	-	-
Public Infrastructure	\$3,000,000	\$1,000,000	\$1,000,000	\$1,000,000
HMGP Local Match	\$889,375.50	-	-	-
Public Infrastructure Resiliency	\$2,110,624.50	-	-	-
Economic Development	\$2,000,000	\$666,666.67	\$666,666.67	\$666,666.67
HMGP Commercial Buyout Match	\$942,279.37	-	-	-
Business Assistance	\$1,057,720.63	-	-	-
Recovery and Resiliency Planning	\$3,500,000	\$1,166,666.67	\$1,166,666.67	\$1,166,666.67
Recovery and Resiliency Planning	\$3,500,000	-	-	-
Administration	\$1,175,000	\$391,666.67	\$391,666.67	\$391,666.67
CDBG-DR Program Administration	\$1,175,000	-	-	-
Total	\$23,516,000	\$7,838,666.67	\$7,838,666.67	\$7,838,666.67

[Council Action Requested]

The Blue Ribbon Committee unanimously recommended County Council consider and approve the adoption of the Richland County Community Development Block Grant Disaster Recovery (CDBG-DR) Action Plan.



**RICHLAND COUNTY
GOVERNMENT**
Office of the County Administrator

Richland County Blue Ribbon Committee

September 1, 2016



Agenda Overview



1. Welcome
2. Action Plan Review:
 - CDBG – DR Recovery Programs
 - Status of the CDBG – DR Action Plan
3. Meeting Schedule
4. Adjourn

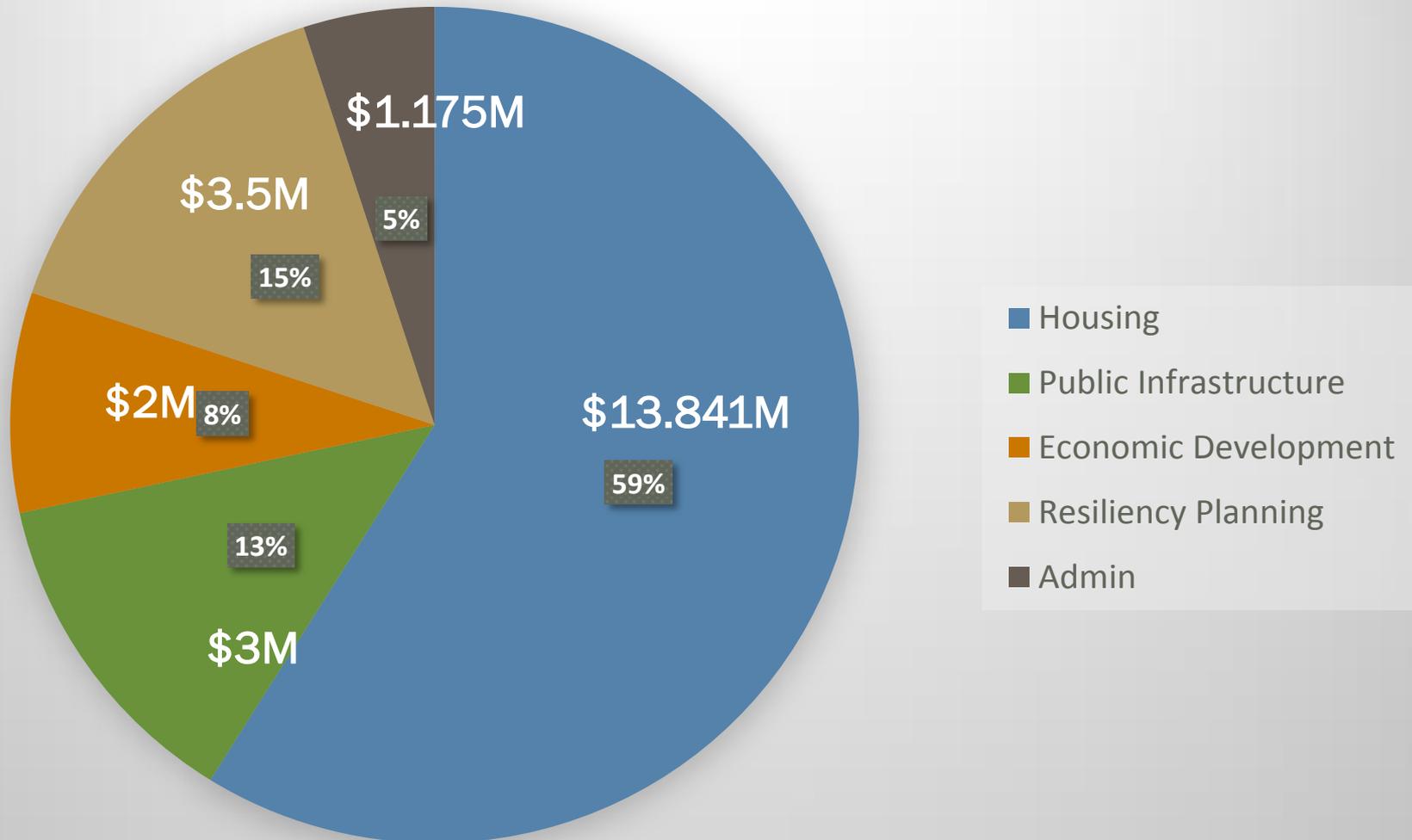
Action Plan Review



Blue Ribbon Committee Recommendations CDBG-DR Allocation by %



CDBG-DR Budget Summary



Single Family Housing Rehabilitation



- **Program Purpose:** Repair or rehabilitation of single family housing units damaged by the October 2015 severe storms and flooding
- **Eligible structures:** single unit, single family, stick-built dwelling units, mobile home units, and modular housing units
- **Assistance Type:** Rehabilitation Grant
- **Program budget:** \$10,161,000
- **Performance Goals:** 143 homes

Small Rental Rehabilitation



- **Program Purpose:** Repair or rehabilitation of small rental housing units damaged by the October 2015 severe storms and flooding
- **Eligible structures:** small (1-4 units) rental housing with minimum of 51% affordable units
- **Assistance Type:** 5-year, zero interest forgivable loan
- **Program budget:** \$2,000,000
- **Performance Goals:** 28 homes

HMGP Buyout Local Match



- **Program Purpose:** Provide the 25% local match for the voluntary buyout of homes located in the SFHA that were impacted by the severe storms and flooding of October 2015
- **Eligible structures:** 63 homes with pending HMGP applications
- **Assistance Type:** Local match contribution
- **Program budget:** \$1,680,000
- **Performance Goals:** 63 homes

HMGP Infrastructure Project Local Match



- **Program Purpose:** Provide the 25% local match for public infrastructure projects with pending HMGP applications
- **Eligible projects:** 7 projects with pending HMGP applications
- **Assistance Type:** Local match contribution
- **Program budget:** \$889,375.50
- **Performance Goals:** 7 projects

Public Infrastructure Resilience Program



- **Program Purpose:** Implement resilience improvements to public infrastructure and facilities that will reduce the impacts of future storms on public safety and property damage.
- **Eligible projects:** County-owned infrastructure and facilities
- **Assistance Type:** County funds
- **Program budget:** \$2,110,624.50
- **Performance Goals:** 1-3 projects

Business Assistance Program



- **Program Purpose:** Provide access to financing for necessary repairs or working capital that will support employment of low and moderate income residents and help to address the unique disaster-related challenges faced by local businesses
- **Eligible applicants:** Local (non-chain) commercial operations
- **Assistance Type:** Deferred, zero-interest, forgivable loan
- **Program budget:** \$1,057,720.63
- **Performance Goals:** 14 businesses

HMGP Commercial Buyout Local Match



- **Program Purpose:** Provide the 25% local match for the voluntary buyout of up to 15 non-residential structures located in the SFHA that were impacted by the severe storms and flooding of October 2015
- **Eligible structures:** 15 non-residential structures with pending HMGP applications
- **Assistance Type:** Local match contribution
- **Program budget:** \$942,279
- **Performance Goals:** 15 structures

Status of the CDBG-DR Action Plan





Action Plan published August 26 for public comment

- Available online at www.rcgov.us/floodrecovery
- Available in person at the Community Development Office located on the third floor of the Richland County Administration Building at 2020 Hampton St., Columbia.
- Published in English, Spanish and Korean
- 14 day public comment period ends September 9, 2016
- County will respond to comments in final Action Plan submitted to HUD

Status of the CDBG – DR Action Plan



Step 1

Initial Planning and Coordination

- Collect disaster data, information and reports
- Coordinate staff, resources and planning partners
- Develop recovery goals



Step 2

Identify Unmet Needs and Recovery Gaps

- Public and stakeholder outreach
- Evaluate damage and impact data (FEMA, insurance, local reports etc.)
- Catalogue completed and ongoing recovery efforts and funding
- Identify unmet needs and remaining recovery “gaps”



Step 3

Funding Allocation and Program Development

- Initial Recovery Area Allocations
- Develop recovery program concepts
- Develop program details



Step 4

Submit Action Plan and Begin Recovery Program Implementation

- Publish draft Action Plan public comment (14 days) - **8.26.16**
- Submit Action Plan to HUD – **September 19, 2016**

[In Progress]



Meeting Schedule

- ~~Sept 15, 2016~~ - Cancelled
- Oct 6, 2016
- Oct 20, 2016

All meetings are scheduled on Thursdays from 2:00-4:00 PM in the 4th floor conference room at the County Administration building (2020 Hampton Street).

Other

Adjourn

RICHLAND COUNTY

Community Development Block Grant Disaster Recovery (CDBG-DR)

Action Plan

Published: August 26, 2016

Prepared by:



TETRA TECH



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SECTION 1. INTRODUCTION

On September 27, 2015, Hurricane Joaquin (Joaquin) developed over the Atlantic Ocean and strengthened into a Category 4 hurricane over the following several days. One of the largest storms to ever strike South Carolina, Joaquin brought historical rainfall and freshwater flooding throughout Richland County before dissipating on October 7, 2015. Unprecedented rainfall and the resulting 1,000 year flood event created major public safety threats and wrought considerable damage throughout the County including the destruction of homes, businesses, infrastructure, public facilities, and the impairment of the local and regional economy. On October 5, 2015, in response to these impacts, the President issued a major disaster declaration under the authority of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 United States Code (U.S.C.) 5121 et seq. (the “Stafford Act”).

\$23 million in CDBG-DR Funding has been awarded to Richland County, South Carolina to

“...help to meet remaining unmet housing, economic development, and infrastructure needs that resulted from thousands of homes and small businesses being damaged or destroyed”

In the wake of this historical flood event, Richland County immediately began the long and arduous process of rebuilding. Over the weeks and months that followed, Richland County departments, with support from numerous organizations and volunteers, undertook a series of critical emergency response and recovery efforts. Vast quantities of debris were removed from roads, streams, and property throughout the County while essential infrastructure including roads, utilities, and municipal facilities were repaired. Concurrently, public health and safety issues were identified and addressed including emergency sheltering, temporary housing, medical attention, provision of household necessities, drinking water protection, housing repairs, and counselling among many others. Despite these efforts, the road to full recovery is long and many of the storm’s impacts remain unaddressed throughout the County.

In response to the magnitude of remaining recovery needs, The U.S. Department of Housing and Urban Development (HUD) Secretary Julián Castro announced on February 29, 2016, that \$157 million in Community Development Block Grant Disaster Recovery (CDBG-DR) funds would be provided to South Carolina communities, including \$23.5 million to Richland County. These resources provide a critically important opportunity to continue recovery efforts in Richland County, and are intended to

“...help to meet remaining unmet housing, economic development, and infrastructure needs that resulted from thousands of homes and small businesses being damaged or destroyed.”

Richland County, South Carolina has prepared this Action Plan as required by HUD to guide the expenditure of \$23,516,000 in CDBG-DR funding to assist the most impacted and distressed areas resulting from the presidentially declared flooding disaster of October 2015. This Action Plan assesses remaining unmet housing, infrastructure, and economic needs, and presents a series of programs and projects to maximize the recovery and resilience potential of this important resource.

1.1 Purpose and Authorization of the CDBG-DR Action Plan

Section 420 of the Transportation, Housing and Urban Development, and Related Agencies Appropriations Act, 2016 (Pub. L. 114– 113, approved December 18, 2015) (Appropriations Act) provides up to \$300 million to assist communities in recovering from major disaster declarations in 2015. Funding is made available through the CDBG-DR program and is intended for necessary expenses related to disaster relief, long-term recovery,



restoration of infrastructure and housing, and economic revitalization in the most impacted and distressed areas resulting from a major disaster declared in 2015, pursuant to the Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1974 (42 U.S.C. 5121 *et seq.*).

Utilizing the best available data, HUD determined significant unmet recovery needs in Richland County, South Carolina, and has provided notice of a direct allocation of **\$23,516,000 in funding to address impacts related to Hurricane Joaquin and adjacent storm systems**. The Appropriations Act requires that funds be used only for specific disaster-related purposes, and requires that prior to the obligation of funds a grantee shall submit a plan detailing the proposed use of all funds within 6 years. To comply with HUD requirements, this Action Plan describes Richland County's strategy for utilizing limited CDBG-DR funds to address unmet housing, infrastructure, and economic development needs within the most impacted areas resulting from severe flooding and storms.

1.2 Planning, Coordination, and Consistency

Richland County developed This Action Plan with the participation and support of numerous County departments and community and stakeholder organizations, as well as coordination with relevant federal and state entities. While Richland County is the primary entity responsible for management of CDBG-DR funding, these participating organizations were essential partners and provided information throughout the planning process and also helped ensure consistency with other local and regional planning efforts.

Richland County worked closely with several key groups throughout the development of this Action Plan, including the Richland – Lexington County Long Term Recovery Group (LTRG), Richland County Disaster Recovery Working Group (Working Group), and the Blue Ribbon Advisory Committee (Advisory Committee). These groups brought a wealth of local knowledge and resources to the process and assisted with the assessment of unmet needs and development of the most effective recovery programs. These groups fostered collaboration, ensured regional consistency, and promoted stakeholder engagement throughout the development of this Action Plan. Coordination with each of these groups also allowed Richland County to establish open communication channels and relationships that will support implementation of recovery activities. Each group is described below.

Richland – Lexington Long Term Recovery Group

The major local and national voluntary organizations active in disaster (VOAD) in the Midlands region have collaborated to form the Richland – Lexington County LTRG. United Way was selected by the participating VOADs to organize and facilitate the process and to provide support staffing. The LTRG organization follows a national best practice in how volunteer organizations work together to coordinate their recovery activities in order to promote effectiveness and efficiencies, reduce duplicative services, and prevent residents with needs from dropping through the cracks.

Richland County Disaster Recovery Working Group

The Richland County Disaster Recovery Working Group (Working Group) provided oversight and strategic direction throughout the preparation of this Action Plan. The Working Group consisted of representatives of the following County departments:



- Richland County Administration
- Richland County Clerk of Council
- Richland County Legal Department
- Richland County Emergency Services Department
- Richland County Sheriff's Department
- Richland County Community Development Department
- Richland County Utilities Department
- Richland County Finance Department
- Richland County Assessor's Office
- Richland County Public Works Department
- Richland County Planning and Inspections Department
- Richland County Procurement Department
- Richland County Information Technology (GIS) Department
- Richland County Public Information Office

The Working Group participated in meetings on an approximately bi-weekly basis during the plan development and were responsible for helping to provide historical and local context to the disaster and any related data and information relevant to their areas of responsibility. The Working Group offered guidance related to their field of expertise, assistance with public outreach, and participation in the development of programs and projects funded through the CDBG-DR program.

The Working Group also provided assistance to ensure that recovery activities are feasible and consistent with other local and regional efforts. When establishing goals and identifying recovery programs and projects, the Richland County Work Group met regularly to verify consistency with other planning and related departmental efforts.

Richland County Blue Ribbon Advisory Committee

The Blue Ribbon Advisory Committee (Advisory Committee) consists of local stakeholders who form a diverse and knowledgeable representation of the County and its local communities. The Advisory Committee met throughout the development of the Action Plan and operated in an advisory capacity for the Working Group and County Council. The Advisory Committee included representatives from numerous stakeholder groups including:

- Richland County Government Officials
- Richland County municipalities
- Gills Creek Watershed Association
- Sustainable Midlands
- Conservation Commission
- VOADs
- South Carolina Department of Emergency Management
- Lower Richland County
- Underserved Populations

The Advisory Committee was charged with helping to steer the overall direction of the Action Plan and ensuring that as many stakeholder groups and interests would be included in the planning process as possible. Throughout the process, the Advisory Committee supported public engagement strategies, identified unmet needs, and assisted with identification and prioritization of programs and projects proposed for CDBG-DR funding.



SECTION 2. UNMET NEED ASSESSMENT

The CDBG-DR program is considered a “gap” funding source and is intended to assist with recovery needs not covered by other public and private funding sources. While recovery efforts have continued without interruption since October, many impacts remain unaddressed due to several primary factors including: the profound extent and diversity of the damages to housing, infrastructure, and the economy; the unique conditions and vulnerabilities of Richland County’s residents and businesses; and the limitations of available funding assistance. This unmet need assessment provides essential information to better understand the most impacted areas and populations in the County, and guides development of the most effective recovery programs and priorities.

This section describes Richland County’s preliminary assessment of unmet recovery needs resulting from the October severe storm and flooding disaster (DR 4241). When major disasters occur, a significant amount of data and information must be collected and analyzed from numerous agencies, departments, and organizations. Accessing and compiling information on impacts and recovery resources can be a significant challenge due to varying quality, availability, formatting, and timing of different sources. Estimates of unmet needs are based on the best available information as of August 2016, and represent the County’s initial calculation of remaining recovery gaps. This assessment should be considered a living document that will be updated as additional information becomes available.

Unmet needs were estimated through a comparison of financial impacts of the qualified disaster event with subsequent recovery funding that has been received or is anticipated. This assessment incorporates data from the following key sources:

- Federal Emergency Management Agency (FEMA) Individuals and Household Assistance Program (IHP)
- FEMA Public Assistance Program (PA)
- Small Business Administration (SBA)
- National Flood Insurance Program (NFIP)
- Richland County Departmental reports and studies
- Engineering estimates
- National Atmospheric and Oceanic Administration (NOAA)
- United States 2010 Decennial Census
- 2014 American Community Survey (ACS)
- Public and Stakeholder outreach and feedback.

This assessment is organized into three main categories: Housing, Infrastructure, and Economic Development. Identifying and documenting the needs across these three core areas allowed the County to strategically allocate limited resources to address the most critical recovery needs while also making proactive resilience investments to minimize impacts of future flood events.

2.1 Disaster Impact Overview

The flooding event that impacted the State of South Carolina from October 1 through 5 was unprecedented, damaging thousands of homes and destroying significant infrastructure including roads, bridges, dams, and levees. Richland County was at the center of this federally declared disaster and was severely impacted by freshwater flooding. As flood waters inundated low lying areas throughout the County, homes underwent considerable damage, and for some, complete destruction. The severe storms resulted in a multitude of other impacts including damage to both public and private property, public service interruptions, and impairment of



the regional economy. Richland County was one of the most impacted areas in the State, with many residents unable to remain in their homes or access businesses or facilities that provide food, water, medical care, and other basic needs. Other citizens who rely on wells for their drinking water experienced well head breaches and contamination of their essential drinking water.

On October 4, 2015, Richland County received more than 20 inches of rainfall as a result of the development of Hurricane Joaquin off the Atlantic coast. This considerable rainfall over a short period of time produced dangerous flood conditions that impacted numerous communities in the Southeast, North, Northeast, and Northwest portions of the unincorporated areas of Richland County. While Hurricane Joaquin did not make landfall over the State, the convergence of weather events with local conditions resulted in severe storms producing record rainfall over a 5-day period. The 21.24 inches of rain has been classified as a 1,000-year storm event breaking all historical rainfall records for the State including the 1,000 year estimate of 13.80 inches. While the storm soaked the region for several days, the heaviest rainfall occurred between October 3rd and 4th, resulting in a FEMA disaster declaration on October 5th (DR-4241).

Following the flood event, assistance from traditional recovery programs such as FEMA, SBA, and NFIP, as well as non-profits, have made many recovery projects possible. Despite this assistance, however, extensive unmet recovery needs remain throughout the County. Richland County’s unique conditions combined with the unprecedented flood event resulted in impacts that far exceed available assistance. Of greatest concern is that the extent of damages resulted in many critical recovery needs not addressed by or not eligible for traditional recovery programs. The lack of adequate recovery assistance has left significant numbers of residents and business owners without the help they need. In particular, many structures outside of the floodplain and without flood insurance were damaged, thousands of residents were denied assistance or received minimal assistance, numerous delayed impacts occurred after deadlines for assistance, infrastructure repairs and resiliency projects require additional funding, and considerable economic needs likely remain.

2.2 Unmet Need Summary

Through the review of best available data and information, Richland County identified a total of **\$251,608,891.87 in unmet recovery needs**. Of these needs, housing assistance was identified as the largest area of unmet need followed by infrastructure, and then economic development. It is critical to understand that these figures should only be considered as initial estimates based on the available information at the time this plan was developed. Many impacts are very difficult or impossible to quantify and others cannot be identified at this time due to missing data. As such, **the figures presented in this section are to be considered only as preliminary estimates and not as definitive facts regarding the true unmet needs in the County**.

Table 1 provides a summary of estimated unmet needs in Richland County across the core areas of housing, infrastructure, and economic development.

Table 1 – Unmet Need Summary

Recovery Area	Damage/Need	Assistance Received/Anticipated	Unmet Need
Housing	\$270,950,792	\$76,838,925.06	\$194,111,866.94
Infrastructure	\$52,800,594.43	\$6,667,982.93	\$46,132,611.50
Economic Development	\$36,213,959.50	\$24,523,554.13	\$11,690,405.37
Totals	\$356,337,851.93	\$108,286,461.19	\$251,608,891.87



2.3 Funding Assistance Received or Expected

While the impacts of the disaster far outweigh the available funding, Richland County greatly appreciates the contributions and resources provided by the numerous organizations that have assisted with ongoing recovery efforts. Assistance from these recovery partners has allowed for completion of a number of critically important projects including home repairs, social services, infrastructure repairs, and well disinfection among many others. Additional details related to these completed and ongoing recovery efforts are provided in Section 2.9.

Table 2 - Summary of Financial Assistance Received or Anticipated

Assistance Program	Housing	Infrastructure	Economic Development	Total
FEMA IA	\$19,616,108			\$19,616,108
FEMA PA		\$2,999,892		\$2,999,892
FEMA Hazard Mitigation Grant Program (HMGP)	\$4,437,365	\$2,668,126	\$2,826,838	\$9,932,329
SBA	\$38,944,000		\$16,800,800	\$55,744,800
NFIP	\$13,541,451			\$13,541,451
Richland Restores (CDBG)	\$300,000			\$300,000
State Insurance Reserve Fund	\$256,000			\$256,000
State FEMA Match		\$999,964		\$999,964
Agriculture Insurance payments and deductibles			\$4,813,047	\$4,813,047
Disaster Unemployment Assistance			\$82,869	\$82,869
Total Assistance Received	\$77,094,925.06	\$6,667,982	\$24,523,554.13	\$108,286,461

2.4 Demographic Profile of Impacted Areas

A demographic profile of Richland County is presented below that summarizes key characteristics of the population including potential risk factors and vulnerabilities. During recovery planning, it is important to understand the underlying characteristics of the population in the impacted areas in order to ensure that recovery programs are responding to the unique conditions of the community and the residents in need of assistance. Due to the widespread flooding, residents of all demographics and income levels in the County were impacted. To reflect this, the following profile includes information for all of Richland County.

2.4.1 Total Population and Age

According to the 2010 U.S. Census, Richland County had a total population of 384,504 people residing in 145,194 households with an average household size of 2.43. The median age of County residents in 2010 was 32.6 with 22.8% of the population under the age of 18 and 9.8% over the age of 65. These figures indicate that Richland County residents are generally younger than the State as a whole which, as of 2010, had a median age of 37.9 and a smaller percentage of residents over 65 years of age (Table 3).



Table 3 - County and State Population and Age Statistics

Municipality	U.S. Census 2010					
	Total	Pop. 65+	% Pop. 65+	Pop. <18	% Pop. <18	Median Age
Richland County	384,504	37,541	9.8	87,553	22.8	32.6
State of South Carolina	4,625,364	631,874	13.7	1,080,474	23.4	37.9

Source: Census 2010 (U.S. Census Bureau);

Note: Pop. = population

2.4.2 Race, Ethnicity, and Language

According to the 2010 U.S. Census, the County’s population is predominantly white (47.3%) and Black or African American (45.9%). Other races include Asian (2.2%), American Indian and Alaskan Native (0.3%), Native Hawaiian and Other Pacific Islander (0.1%), some other race (1.9%), and two or more races (2.2%). Richland County’s population also includes 18,637 Hispanic or Latino residents who account for approximately 4.8% of the population. As evidenced by Table 4, the racial composition of the County differs from the State as a whole, with the largest difference being the larger percentage of Black or African American residents in Richland County than in the State.

Table 4 - Richland County Race and Ethnicity

Area	U.S. Census 2010							
	Hispanic Or Latino	White	Black Or African American	America Indian and Alaska Native	Asian	Native Hawaiian and Other Pacific Islander	Some Other Race	Two Or More
Richland County	18,637 (4.8%)	181,974 (47.3%)	176,538 (45.9%)	1,230 (0.3%)	8,548 (2.2%)	425 (0.1%)	7,358 (1.9%)	8,431 (2.2%)
State of South Carolina	235,682 (5.1%)	3,060,000 (66.2%)	1,290,684 (27.9%)	19,524 (.4%)	59,051 (1.3%)	2,706 (0.1%)	113,464 (2.5%)	79,935 (1.7%)

Source: 2010 Decennial Census

According to the ACS, 91.6% of Richland County’s population speak only English and 8.4% speak a primary language other than English. The most prevalent language spoken in the County other than English is Spanish, which is spoken by 3.4% of the population (12,712 residents). The ACS estimates that 3.2% percent of the residents speak English “less than very well.”

2.4.3 Education

At the time of the 2014 ACS, an estimated 89.1% of Richland County’s residents had graduated from high school or had a higher level of education and training, and 37.6% had completed a bachelor’s degree or higher level of education and training.

2.5 Vulnerable and Special Needs Populations

When conducting recovery efforts, it is essential to accurately identify potential vulnerable populations in the study area. These populations can face unique challenges and have more difficulty responding to hazard events than the general population due to physical and financial capabilities, health concerns, and location and quality of their housing, among other factors. For the purposes of this planning process, vulnerable populations



include children; elderly; low-income; the physically, developmentally, or mentally disabled; the homeless; and the medically dependent.

2.5.1 Children and Elderly

Households with children or elderly residents may experience additional vulnerabilities during disaster events and subsequent recovery efforts. Limited mobility, required medicine, physical ailments, or fragility all increase the safety risks for these individuals and their family members in emergency situations. As such, ensuring that these households have access to information, resources, and quality housing stock to allow for sheltering in place is a priority for Richland County's long-term public safety and community resilience.

As of 2014, 28.6% (41,951 households) of households in the County had at least 1 child, and 22.2% (32,524 households) included at least one person 65 years or older. In addition, 8.7% (12,788 households) of households were made up of people 65 years or older living alone, which creates even greater vulnerability.

2.5.2 Economic Hardship

Financial hardships can have far-reaching implications for residents and especially for young families and the younger workforce. A household that experiences financial difficulties may find it challenging or impossible to make necessary repairs or investments that can increase safety and resilience. According to the 2014 ACS, the median household income in the County was \$50,028. A total of 17.2 percent of the population were considered below the poverty line in 2014; 5.2% received Supplemental Security Income; 1.4% received cash public assistance; and 13.9% received Food Stamps and Supplemental Nutrition Assistance Program (SNAP) benefits.

HUD considers families that pay more than 30% of their income for housing to be cost burdened, and as a result, likely to experience significant economic hardship. These individuals are likely to have amplified recovery needs due to a lack of resources to invest in improvements to increase preparedness, property protection, and recovery. Among current homeowners with a mortgage in Richland County, the 2014 ACS reports that 27.1% spend more than 30% of their income on monthly housing costs. Among renters, 53.6% spend more than 30% of their income on monthly housing costs, which indicates a significant group of people with serious economic hardship. In addition, the Richland County 2012-2016 CDBG Consolidated Plan reported existence of 6,100 moderately or severely cost burdened elderly owner and renter households, and over one-half (3,365) of these were severely cost burdened. Many of these households (4,450) appear to be householders living alone, as they are counted as non-family, elderly.

Residents with Disabilities or Health Concerns

Residents with disabilities or mental disorders may have increased vulnerabilities during disaster events and subsequent recovery efforts. The nature and extent of the disabilities in the County vary greatly, making a full understanding of the needs of this population very difficult to determine. However, it is imperative to use available information to help identify and address the potential recovery needs of the current population with disabilities.

According to the 2014 ACS survey, 44,435 civilians (11.8% of the population) have a disability in Richland County. Of these individuals, 2,370 are children and 15,786 are over the age of 65. Children and elderly with disabilities are even more vulnerable and must be included in the planning and implementation of disaster recovery and resiliency initiatives. In addition, The Richland County 2012-2016 CDBG Consolidated Plan reports



an estimated 23,070 persons with severe mental disorders, an estimated 9,613 developmentally disabled persons, and an estimated 20,600 persons with a physical disability in the County.

Homeless Population

Richland County faces significant problems associated with homelessness and prevention of homelessness. The homeless population in the area continues to increase due in part to ongoing high unemployment, continuing effects of the recent recession, and exacerbating impacts of the recent disaster. The homeless population encompasses a broad range of individuals and families with special needs.

According to the Richland County 2012-2016 Consolidated Plan for Housing and Community Development, 1,621 persons in the 14-county Midlands Area Consortium for the Homeless (MACH) were identified in 2011 as homeless under the HUD definition, and nearly half (43.3%) were living unsheltered. Of the 1,621 people identified as homeless, 71.3% were African-American and 25.7% were Caucasian, with smaller percentages of Hispanic and other racial groups identified. Families with children comprised a quarter (24.9%) of those homeless, and 26.6% of adults surveyed were identified as having a disability, with many having more than one disability. Of the 14 counties in MACH, Richland County had the largest number of homeless, 1,065 of the region’s 1,621 persons; this is 65.7 percent of the homeless in the region.

The at-risk population of persons and families in danger of becoming homeless are primarily the individuals or families with limited income who are facing immediate eviction and cannot identify another residence or shelter. Data from 2009 indicated presence of 9,445 renter and 4,210 owner households in the extremely low-income group in Richland County experiencing a cost burden from their housing costs, many of whom are facing a severe cost burden. Averaging 2.4 persons per household, this represents over 33,000 people. These very low-income households are at the greatest risk of becoming homeless.

2.6 Housing

This section describes Richland County’s identified housing impacts and the methodology for calculating the total unmet housing need of \$193,785,875.

Recovery Area	Damage/Need	Assistance Received/Anticipated	Unmet Need
Housing	\$270,950,792	\$76,838,925.06	\$ 194,111,866.94

2.6.1 Housing Damage Summary

Damages to the County’s housing stock were among the most severe and costly impacts of the October severe storms and flooding. Thousands of homes of all types were damaged or destroyed by the widespread rain and flooding, including single family and multi-family units, owner and renter properties, mobile homes, and public housing units. Based on the best available data, it is estimated that, at minimum, 10,000 homes, including both owner and renter occupied units, were damaged during the October 2015 flood.

As heavy rains and deep flood waters rushed over low lying areas, property damages included impacts to foundations, enclosures, framing, interior walls, essential systems (heating, venting, and air conditioning [HVAC], electrical, sewer/water, etc.), windows and doors, as well as the loss of personal belongings and other household items. The storm also resulted in contamination of hundreds of private wells that required disinfection services due to Coliform/E. Coli contamination.



Because the flooding and damage occurred over such a large portion of the County, residents of all demographics and income levels were affected. For many, the extent of damage left them unable to live in their homes for weeks or months. Nearly a year after the event, some residents are still unable to return to their homes due to the extent of damage and lack of financing to make repairs. While some impacted households were able to access assistance from FEMA, SBA, private insurance, non-profit assistance, or other sources, many only received funding to complete basic repairs and are now living in homes with critical safety and quality of life issues.

It is important to note that housing impacts from the October storm event were not limited to the days and weeks immediately following the flood. The quantity of flood water saturated both soils and homes so extensively that landscapes and property conditions continued to change well after the initial flood event. Shifting soils, altered landscapes, and lingering moisture have caused a variety of delayed impacts including mold, sinking foundations, compromised root systems, and falling tree damage, among others. Importantly, many of these impacts occurred after the registration deadline for FEMA assistance.

To estimate the financial damages from these numerous impacts, Richland County gathered the best available data from federal, state and local resources. These resources include damage assessments from federal agencies and county departments, as well as information gathered from non-profit organizations and through public outreach.

FEMA Damage Assessment

FEMA's Individuals and Households Program (IHP) provides important data that helps to better understand locations and extents of damages in the County. The IHP is one of the primary federal sources of recovery assistance, and provides damage assessments, known as Full Verified Loss (FVL) estimates, for eligible households. As of June 2016, 20,279 households had registered for FEMA IHP assistance. Of these applicants, damage assessments were conducted for 10,016 (8,744 homeowners and 1,269 renters) homes, which **totaled approximately \$18 million in real property verified losses and \$4 million in personal property verified losses for a total of \$22 million in FVL and an average FVL of \$2,206.**

Importantly, these figures underestimate the true damages to the County's housing stock, as they do not represent the costs to fully rehabilitate a home to its pre-disaster conditions. While a useful component of the unmet needs analysis, these figures are limited to only costs to "repair the home to a safe and sanitary living or functioning condition." These estimates also do not include residents who did not register for FEMA or those who were denied a damage assessment.

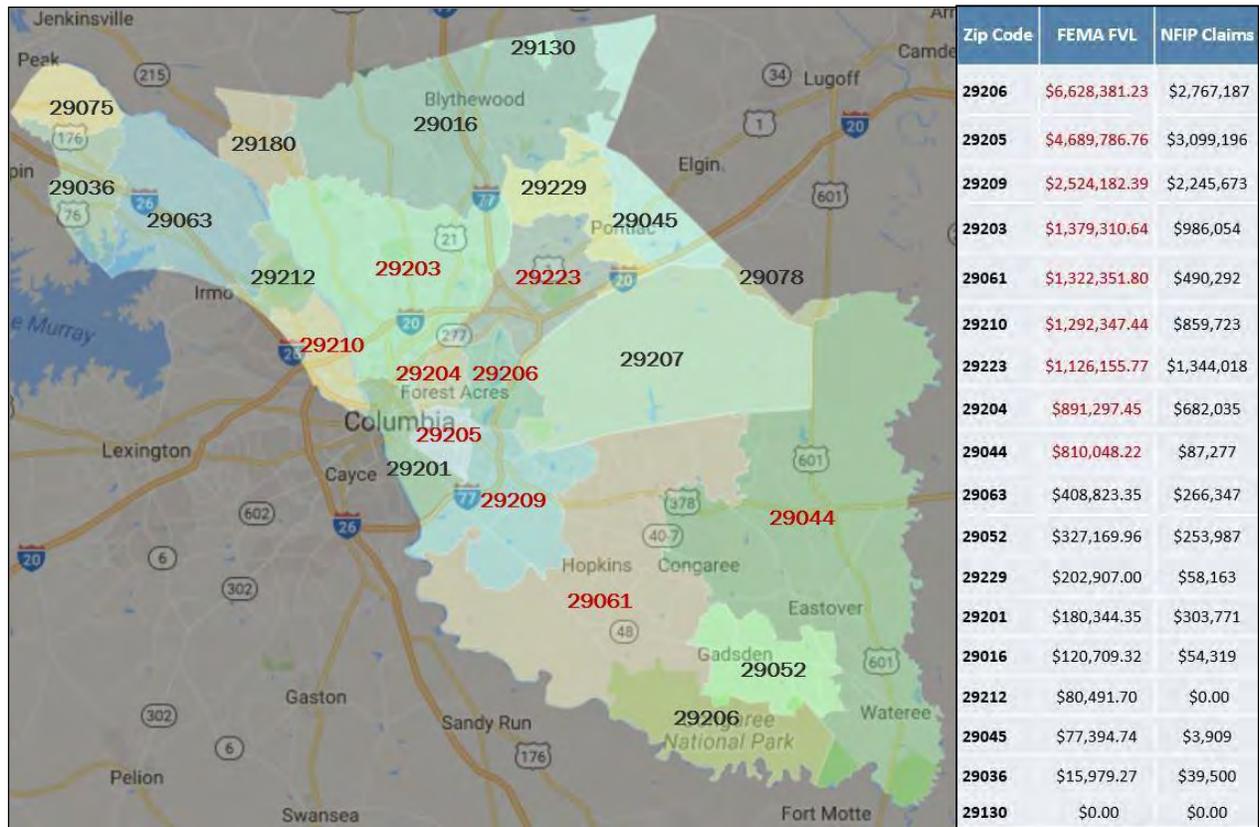
NFIP Claims

The National Flood Insurance Program (NFIP) provides additional information regarding locations and extents of damages in the County. As of August 2016, 362 claims had been filed through the NFIP, and a total of \$13,541,451 had been provided to Richland County residents. The average claim amount to date has been \$37,510.9. When comparing the 362 total NFIP claims with the more than 10,000 homes with assessed damages from FEMA, it becomes clear that a significant number of homes in the County were damaged that did not have flood insurance.

Figure 1 below shows FEMA FVLs and NFIP Claims grouped by zip code. This information assists in identifying the geographic areas most impacted by the storm.



Figure 1 - FEMA FVLs and NFIP Claims Grouped by Zip Code



Small Business Administration (SBA) Loans

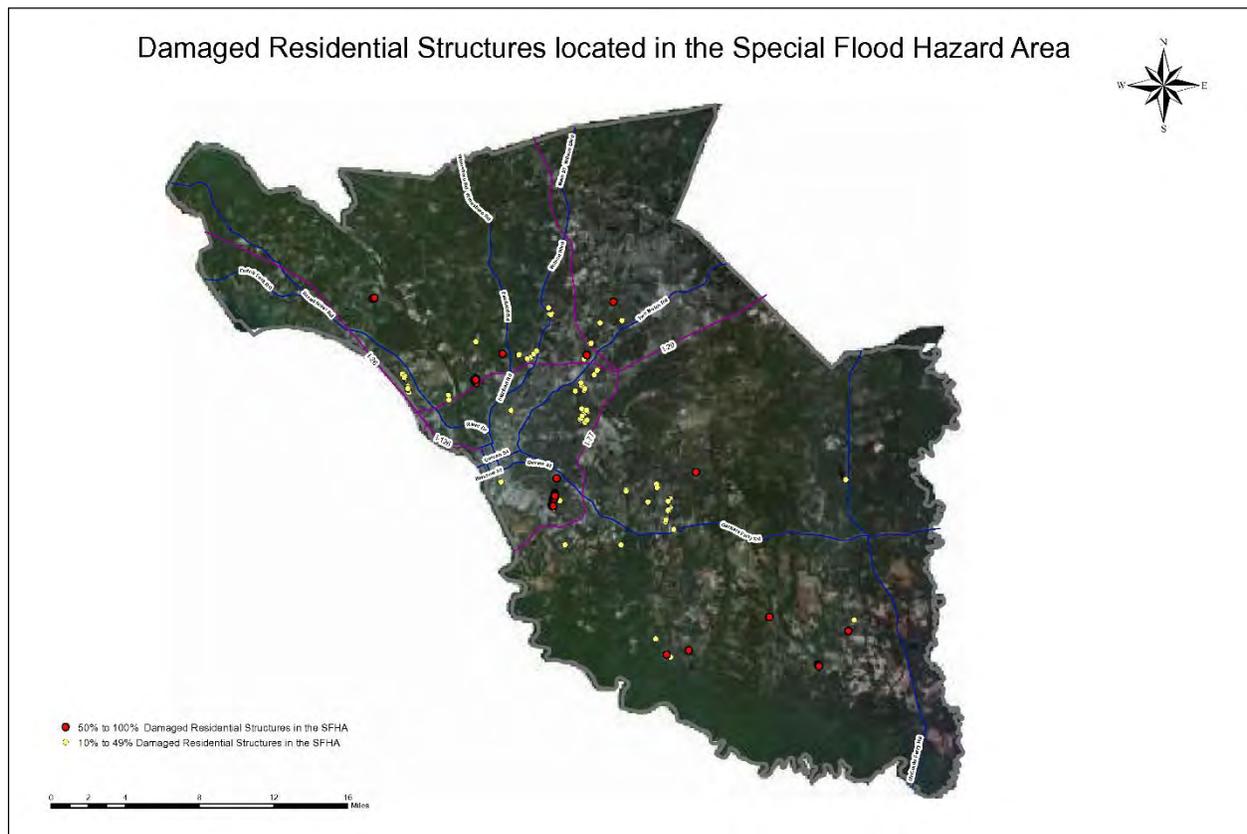
SBA loans are another key source of information for estimating unmet needs. Unlike FEMA damage inspections, SBA damage assessments and loans represent the full damage to the home and the amount necessary to fully repair it back to pre-storm conditions. For this reason, SBA data are typically used to calculate an average rebuild cost and unmet needs. As of September 2016, SBA had provided \$38,944,000 in low interest loans for homeowners. Unfortunately, information regarding the total number of loans approved and individual loan amounts was not available at the time this plan was developed.

Special Hazards Flood Area Damage Assessment

An additional source of information for estimating damages and homes with unmet needs was provided by an assessment of all 1,700 structures located in the Special Hazards Flood Area (SFHA). The assessment, performed by Richland County, with support from FEMA contractors, identified 179 homes in the floodplain with substantial damage (greater than 50% damaged) totaling more than \$17 million, and a total of 425 homes with varying levels of damage for a total of \$31,713,194 and an average damage of \$74,619. These figures were used to complement other available damage estimates and provide additional insight into the number and severity of damages in the County. These estimates, however, only represent a small portion of damages in the County, as they do not include the large number of homes located outside of the floodplain that underwent damage during the storm.

Figure 2 below illustrates the damaged residential structures located in the SFHA.

Figure 2 - Damaged Residential Structures Located in the Special Flood Hazard Area



2.6.2 Impacts on Low and Moderate Income Households

HUD requires that at a minimum, 70% of the total CDBG-DR funds benefit households of low to moderate income (LMI). LMI limits are determined by HUD based on the Area Median Income of the County, and are categorized by number of persons in the family. LMI households are those who earn less than 80% of the community’s Area Median Income. For fiscal year 2016 in Richland County, the median income defined by HUD is \$64,100. For a family of four, this corresponds to an Extremely Low Income limit of \$24,300, a Very Low Income limit of 32,050, and a Moderate Income limit of \$51,300. Table 5 illustrates HUD-defined income limits for determining qualified LMI households.



Table 5 - FY 2016 Income Limit Summary

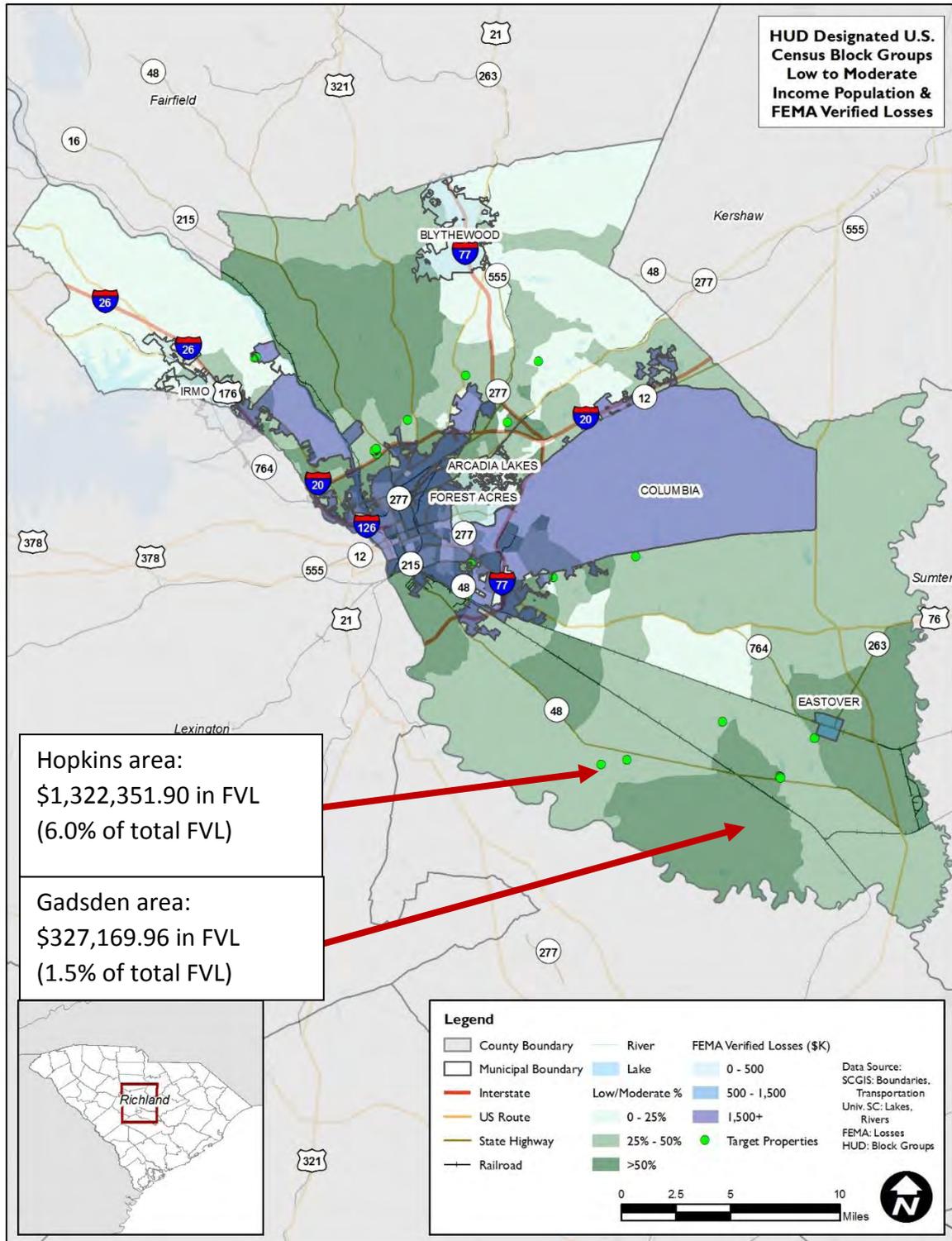
FY 2016 Income Limit Area	Median Income Explanation	FY 2016 Income Limit Category	Persons in Family							
			1	2	3	4	5	6	7	8
Richland County	\$64,100	Very Low (50%) Income Limits (\$) Explanation	22,450	25,650	28,850	32,050	34,650	37,200	39,750	42,350
		Extremely Low Income Limits (\$)* Explanation	13,500	16,020	20,160	24,300	28,440	32,580	36,730	40,890
		Low (80%) Income Limits (\$) Explanation	35,950	41,050	46,200	51,300	55,450	59,550	63,650	67,750

Following a major disaster, households who qualify as either low or moderate income are likely to have increased difficulty securing financing for necessary repairs, replacing damaged personal property, finding suitable rental housing, or paying for temporary housing or relocation expenses. As such, Richland County has worked to identify impacted areas with concentrations of Low and Moderate income households in order to prioritize assistance for those with greatest need.

Figure 3 below illustrates concentrations of LMI households in the County with associated damage estimates provided by FEMA. It is evident that significant housing damages occurred in areas with concentrations of LMI residents. In addition, through public outreach efforts, Richland County has determined that many residents did not apply for FEMA assistance who live in areas with high concentrations of LMI households. As such, these individuals are not captured through the available data or mapping. Richland County will continue to identify residents of greatest need, including those with limited financial resources, and prioritize these homes for assistance through the CDBG-DR program.



Figure 3 - HUD Designated U.S. Census Block Groups Low to Moderate Income Population & FEMA Verified Losses





Additional information related to impacts to Low and Moderate income households is provided by a review of the damage assessments for structures in the SFHA. According to this assessment, 38.1% (162 homes) of all homes damaged in the floodplain were within areas with greater than 51% LMI households. Of the damaged structures in these areas, 132 were Single Family homes and 30 were multi-family homes. Damage to structures in these areas of concentrated LMI households totaled \$21,172,964.93, which accounts for 67% of the total damages to homes in the SFHA. Importantly, the percentage of total damage in the SFHA that occurred in LMI areas (67%) is disproportionate to the percentage of homes damaged in the SFHA that were in LMI areas (38.1%). This indicates that not only were many homes in predominantly LMI areas damaged, but they also underwent more extensive damages than those in other areas. As a result, these households with pre-existing financial difficulties are likely to have the greatest pressing need for assistance.

2.6.3 Baseline Housing Conditions and Housing Types Impacted

The 2014 ACS reported a total of 167,017 housing units in Richland County, of which 87.7% are occupied, resulting in a vacancy rate of 12.3%. Of these units, 85,553 (58.4%) are owner-occupied and 60,905 (41.6%) are renter-occupied.

The majority of housing units in the County are 1-unit detached structures (64.6%), with the remainder divided between multi-family structures (28.0%), mobile homes (4.8%), and 1-unit attached structures (2.6%). The median value of homes in Richland County was estimated to be \$149,200 in 2014. Table 6 provides a breakdown of housing types for Richland County compared to the State of South Carolina. These figures assist in estimating the types of housing most likely to have been damaged during the disaster.

Table 6 - Housing Units by Type

Housing Type	Richland		South Carolina	
	Housing Units	Percent (%)	Housing Units	Percent (%)
1-unit, detached	107,876	64.60%	1,362,445	62.3%
1-unit, attached	4,282	2.60%	68,995	3.2%
2 units	4,426	2.70%	53,590	2.4%
3 or 4 units	8,391	5.00%	64,136	2.9%
5 to 9 units	11,753	7.00%	98,041	4.5%
10 to 19 units	8,173	4.90%	77,295	3.5%
20 or more units	14,056	8.40%	100,088	4.6%
Mobile home	7,984	4.80%	362,634	16.6%
Boat, RV, van	76	0.00%	1,034	0.0%
Totals	167,017	100%	2,188,258	100%

Source: 2014 American Community Survey

The majority of the housing stock in Richland County is relatively modern with approximately 70% built after 1970. The decade of largest housing construction occurred between 2000 and 2009, with 38,218 units making up 22.9% of the County’s housing stock. The County experienced relatively steady housing construction between 1960 and 1999, with each decade making up a similar percentage of the total housing stock. Table 7 below provides a summary of housing stock age in Richland County compared to the State of South Carolina.



Table 7 - Housing Units by Year Built

Year	Richland		South Carolina	
	Housing Units	Percent (%)	Housing Units	Percent (%)
Built 2010 or later	7,317	4.40%	62,099	2.8%
Built 2000 to 2009	38,218	22.90%	446,564	20.4%
Built 1990 to 1999	23,253	13.90%	427,477	19.5%
Built 1980 to 1989	22,158	13.30%	377,469	17.2%
Built 1970 to 1979	25,755	15.40%	346,117	15.8%
Built 1960 to 1969	21,392	12.80%	209,394	9.6%
Built 1950 to 1959	14,035	8.40%	152,937	7.0%
Built 1940 to 1949	7,060	4.20%	69,546	3.2%
Built 1939 or earlier	7,829	4.70%	96,655	4.4%
Total	167,017	100%	2,188,258	100%

Source: 2014 American Community Survey

Single family vs. multi-family vs. mobile

The flood event impacted homeowners, renters, and mobile home residents. Due to the prevalence of 1-unit detached single family homes, which make up approximately 64% of the County’s housing stock, it is estimated that of the 10,016 homes with FEMA verified damages, 6,470 are 1-unit detached single family homes. In addition, of the 425 homes in the floodplain that were damaged, 365 (85.9%) were single family homes, which further suggests that most home damage in the County is likely to have occurred to single family homes.

The County has determined that multi-family structures were also damaged. Of the 425 homes in the floodplain that were damaged, 60 (14.1%) were multi-family structures totaling nearly \$10 million in estimated damages.

Mobile home owners were also impacted by the storm, as evidenced by the 892 mobile homes that registered with FEMA and received a damage estimate. In addition, nearly 8,000 mobile homes are present throughout the County. Because many residents did not register with FEMA, additional mobile homes are likely in need of assistance.

Owner vs. Renter

FEMA registrations provide insight into the proportions of each occupancy type that were affected.

Of the 10,016 homes with FEMA verified damages, 8,744 (87.3%) were owner occupied and 1,269 (12.7%) were renter occupied. According to these figures, the vast majority of damaged homes are likely owner occupied. However, as discussed previously, these figures account only for homes registered for FEMA assistance, and do not accurately represent the full universe of damaged homes.

Based on the 41.6% of housing units in the County that are renter-occupied, it is likely that the true number of renter occupied homes that were damaged exceeds the 1,269 renters who received a damage estimate from FEMA. Additional renter needs are expected because only 1,501 of the 6,622 renters who registered for FEMA’s IHP actually received assistance. In addition, some of the 60 multi-family units damaged in the floodplain were likely owner-occupied condominiums, but it is also likely that some of these units were renter occupied, thus representing additional potential unmet needs.



LMI households may face major challenges saving enough money for a down payment or being approved for a mortgage. According to Richland County’s 2012-2016 CDBG Consolidated Plan, the County had need for additional affordable rental housing prior to the severe storm and flood events of 2015. When combined with this pre-existing shortage of affordable rental housing, damages to the County’s rental stock likely placed additional strain on low and moderate income residents looking for safe and affordable rental housing.

Public Housing and HUD-Assisted Housing

The Columbia Housing Authority (CHA) is a local public agency created by State legislation in 1934 to provide quality housing for low and moderate income families in the City of Columbia. The CHA expanded service to residents of unincorporated areas of Richland County in 1981. The CHA owns and maintains more than 2,000 units of conventional public housing, which are available to families of low and moderate incomes. Most of the properties are located near bus lines, schools, churches, and shopping facilities. CHA’s housing inventory is constantly changing and includes a wide array of housing types—small and large multi-family complexes, duplexes, and single-family homes. Most of the single family homes are located throughout the unincorporated areas of Richland County. The 107 employees of the Authority provide the day-to-day operational support for 2,074 public housing households throughout the City and over 3,000 Section 8 participants living in private accommodations. Working with the CHA, it was determined that 26 public and HUD-assisted housing units were damaged during the severe storms and flooding of October 2015.

Demand for public housing in Richland County continues to outpace the supply of public housing units. As of July 2012, Richland County’s 2012-2016 CDBG Consolidated Plan indicated that 6,019 families were on the waiting list for CHA public housing. There are 2,542 Section 8 voucher applicants on the waiting list. This number of applicants translates to a two- to three-year wait. Figures from 2012 indicate that more than 96% of the households on the CHA combined waiting list for both Section 8 and public housing are African-American, 9.9% are headed by an elderly person, and 58.6% include children.

2.6.4 Housing Unmet Need Calculation

HUD defines unmet housing needs as the number of housing units with unmet needs times the estimated cost to repair those units, less repair funds already provided by FEMA. As a result of extensive community outreach and review of available data, Richland County has estimated that a minimum of 4,000 homes remain in need of repair representing approximately **\$187,468,240 in unmet homeowner needs**. In addition, it is estimated that 2,052 renters are likely to be in need of assistance, representing an unmet need of **\$6,643,627**.

Occupancy	Damage/Need	Assistance Received/Anticipated	Unmet Need
Homeowners	\$259,980,800	\$72,512,560.06	\$187,468,239.94
Renters	\$10,969,992	\$4,326,365	\$ 6,643,627
Totals	\$270,950,792	\$76,838,925.06	\$194,111,866.94

County officials recognized early in the process of identifying unmet needs that available FEMA, SBA, and NFIP data each provided an important, but limited, perspective on damages and potential unmet needs. A key finding of this planning process was that large numbers of impacted residents with remaining housing needs are not captured by the available data. Many either did not register for FEMA assistance, registered but were denied assistance, or received insufficient assistance to fully repair their homes. Others have experienced delayed damages due to prolonged soil and home saturation that occurred after the deadline for FEMA



registration. In addition, it is clear from NFIP data that thousands of homes damaged were not covered by flood insurance. Unfortunately, detailed SBA data were not available during the development of this Action Plan, and only aggregated total loan amounts were available.

Filling these gaps in the available data is a significant challenge. To help identify as many residents as possible with remaining recovery needs, County officials conducted direct outreach to residents registered for FEMA assistance. Without sufficient time or resources to contact all 13,506 homeowners who applied for assistance, the County determined that the most accurate method for estimating the number of homes with remaining needs was to utilize a sufficient sample size and then extrapolate the needs of the larger population.

Homeowner Calculation

As of July, 2016, Richland County officials had been able to contact 404 households on the list of FEMA IHP applicants to inquire about remaining housing damages and needs. Of the 404 households contacted, 159 (39.36%) indicated remaining damages and rebuild needs. To determine the total number of homes with remaining rebuild needs, the estimated 39.36% of FEMA applicants with remaining needs was applied to the total 13,506 registered homeowners to extrapolate an estimate of 5,315 homes with rebuild needs. These figures, however, included homes located within the boundaries of the City of Columbia, which should be removed due to the City receiving a separate allocation of CDBG-DR funds. Because the City of Columbia received a separate allocation, Richland County believes that the greatest impact with the Richland County allocation can be achieved by serving Richland County residents, excluding City of Columbia.

The County determined that of the 5,315 homes with rebuild needs, an estimated 1,130 are located within the City of Columbia, leaving a total of 4,185 homeowners in Richland County, outside the City of Columbia, with remaining rebuild needs. To account for the many homeowners whose homes were damaged during the flood but did not register with FEMA, Richland County has increased this figure by 10% for a total of **4,604 homes with estimated rebuild needs**. Based on the damage assessment conducted for all structures in the SFHA, it is estimated that **365 of these homes are in the floodplain and 4,239 are outside of the floodplain**.

SBA damage assessments and loans are often used to estimate rebuild costs for the purposes of calculating unmet needs. However, as detailed SBA loan information was not available during the development of this Action Plan, Richland County has calculated an average rebuild cost using information from local contractors. This was determined to be the most accurate method due to the limitations of available data from damage assessments, as well as the contractor's knowledge of actual labor and material costs in the County.

To account for the unique conditions of homes located in the SFHA, Richland County estimated a rebuild cost of **\$71,200** for homes located inside the SFHA and **\$55,200** for homes located outside of the SFHA. The additional expense for rehabilitation inside the floodplain is based on the assumption that these homes will be elevated above the Base Flood Elevation (BFE). These estimates are based on the following estimated costs:

- General - \$2,700
- Interior Rough Finish - \$31,400 (insulation, drywall, interior trim, cabinets, painting)
- Interior Finish - \$13,700 (flooring, bath accessories, shelving, mirrors, door hardware, appliances, cleaning)
- Exterior Finish - \$6,000 (siding, deck)
- Site work - \$1,400
- Elevation (floodplain only) - \$16,000.



Utilizing the above figures, the total rebuild cost is estimated to be \$259,980,800. The total rebuild cost for homes outside of the floodplain is estimated at \$233,992,800 based upon an average rebuild estimate of \$55,200 applied to the estimate of 4,239 homes. The total rebuild estimate for homes inside of the floodplain is estimated at \$25,988,000 based upon an average rebuild estimate of \$71,200 applied to the estimate of 365 homes.

These rebuild estimates, however, represent recovery costs prior to traditional assistance from FEMA, NFIP, SBA, and others. To account for assistance already received, **\$72,512,560.06 in homeowner assistance was subtracted from the total need of \$259,980,800 to estimate a total unmet homeowner need of \$187,468,239.94.**

Renter Calculation

To determine potential unmet needs for renters, Richland County assumed that renter applicants would have the same relative proportion of remaining needs as homeowner applicants. The total number of rental applicants (6,622) was multiplied by the estimated percentage with remaining needs (39.36%) to determine an estimate of 2,606 total renters in the County with remaining needs. This figure includes renters residing in the City of Columbia, however, and similar to the homeowner calculation, these should be subtracted from the total. Richland County estimates that approximately 554 reside in the City of Columbia, leaving a total of **2,052 renters** in the County, outside of the City of Columbia, with remaining needs. Importantly, many more renters may have remaining needs, as evidenced by the 5,121 renters registered with FEMA who did not receive assistance.

Assuming rental assistance may be needed for up to 6 months, and utilizing the median rent for the County of \$891 per month (2014 ACS), the estimated need for rental assistance is \$10,969,992 (\$891/month x 6 months x 2052 renters). These rental estimates represent the recovery costs prior to traditional assistance from FEMA and others. **After subtracting the \$4,326,365 in rental assistance provided through FEMA's IHP program, the total unmet rental need was determined to be \$6,643,627.**

Public Housing and HUD-Assisted Housing Needs

During the development of this Action Plan, Richland County collaborated with CHA to determine any remaining recovery needs of public housing and HUD-assisted housing. Working with the CHA, it was determined that 26 public and HUD-assisted housing units were damaged during the severe storms and flooding of October 2015. As a result of these damages, residents were forced to relocate to local shelters for approximately 2 to 3 weeks. Utilizing \$256,000 in funding from the State Insurance Reserve Fund, the Housing Authority was able to mobilize quickly and repair all but two of the impacted units. According to the Housing Authority, one of the remaining two units is scheduled to be repaired using the proceeds of pending flood insurance claims. The other unit with remaining damages has been identified for buyout through a pending Hazard Mitigation Grant Program (HMGP) application submitted by Richland County. Additional impacts to Public Housing property included damage to parking lots, hazardous material remediation needs, damage to a retaining wall, and sediment accumulation. The Housing Authority has pending requests for assistance from FEMA to meet these needs.

Based on information provided by the CHA, current funds are sufficient to make all necessary repairs to their impacted housing units. Richland County will continue working with the Housing Authority to confirm the status of pending funding requests. Should additional needs be identified, CDBG-DR assistance may be made available through an amendment to this Action Plan.



While funding has been secured to make necessary repairs to CHA managed properties, need is critical in Richland County for additional affordable housing and homeless prevention assistance. In discussions with the CHA, Richland County confirmed that many residents are having significant difficulty finding affordable rental units in the aftermath of the severe storms and flooding. CHA indicated that they have had to extend voucher deadlines on numerous occasions as a result of recipients being unable to find adequate housing. Richland County will continue to focus on the needs of LMI residents, and will prioritize assistance for these residents through the housing programs outlined in this Action Plan.

2.7 Public Infrastructure and Facilities

This section describes Richland County’s identified public infrastructure and facility impacts and the methodology for calculating the total unmet need of **\$46,132,611.50**.

Recovery Area	Damage/Need	Assistance Received/Anticipated	Unmet Need
Infrastructure	\$52,800,594.43	\$6,667,982.93	\$46,132,611.50

2.7.1 Public Infrastructure and Facility Impacts

Public infrastructure and facilities in Richland County were severely impacted by the October 2015 flooding. The flooding event caused stream/river flooding, and overland flooding that resulted in blockage/loss of county infrastructure at over 300 different sites, isolating emergency services, community services, and residences. Roads and bridges were eroded, rutted, and washed out due to flooding rendering them impassable for emergency and public access. Approximately 50 roads were closed due to damage, 19 private dams failed, and 267 roads underwent varying levels of damage from flood waters and erosion. The historical flooding resulted in closure of 36 state roads, over half of which (19) were located in Richland County. Initial damages included \$2.7 million in damages to County roads and approximately \$175,000 in damages to County facilities. Additional capital improvement needs totaled approximately \$400,000.

In addition to the costs of repairs, the County also incurred the costs of conducting necessary emergency response and recovery efforts. These services included provision of shelter for 247 individuals and distribution of 1,364 pallets of water and 39,000 meals for impacted residents. Additional response and subsequent recovery efforts included emergency services, infrastructure and utility repairs, and debris removal, among others. In total, these recovery activities resulted in more than \$15 million in costs to Richland County. The cost of additional emergency protective measures provided by departments such as local police, public works, and the Emergency Services Department totaled over \$1.5 million. The flooding from Hurricane Joaquin also resulted in school and business closings, which placed substantial strain on local resources and services. In addition, flooding and damage to infrastructure severely inhibited travel and limited access to several parts of the County while approximately 30,000 people lost power across the State.

Following the severe flood events, Richland County conducted several key assessments of transportation, storm water, and public service facilities, to identify deficiencies exposed during the 2015 flood, as well as opportunities for investments to improve resilience and better mitigate damages to public and private property during future events. Through post-storm hydraulic analysis and recovery planning, Richland County identified numerous infrastructure recovery and resilience needs including improvements for undersized culverts and drainage features. These assessments resulted in a series of priority projects including channel and detention



area improvements, culvert upgrades, bridge improvements, and expanded public facilities. In total, these needs were estimated at approximately \$48.8 million.

2.7.2 Infrastructure Unmet Need Calculation

Due to the extreme impacts of this event, Richland County remains in great need of recovery and rebuilding assistance to address unmet infrastructure and facility needs. While County departments, with support from numerous organizations and volunteers, were successful in addressing many urgent and critical needs during the immediate aftermath of the disaster, substantial need remains. The estimated unmet infrastructure need is based upon FEMA Public Assistance project worksheets, HMGP project applications, and County-department-led assessments and capital improvement planning. **The total estimated need in the County of \$46,132,611.50 consists of the local 25% match for pending HMGP infrastructure projects plus an estimated \$45,243,236 in identified public infrastructure and facility resilience projects.**

Table 8 - Public Infrastructure and Facility Unmet Needs

Public Infrastructure	Total Need	Assistance Received/Anticipated	Unmet Need
Local match for HMGP projects	\$7,557,358.43	\$6,667,982.93	\$889,375.50
Retrofit five (5) County owned detention ponds	\$1,000,000.00	\$0.00	\$1,000,000.00
Assessment and rehab of County storm drainage infrastructure	\$3,500,000.00	\$0.00	\$3,500,000.00
Inspect, design, and rehab two (2) existing County owned bridges	\$1,000,000.00	\$0.00	\$1,000,000.00
Mapping and assessment of localized flooding areas (outside SFHA)	\$2,250,000.00	\$0.00	\$2,250,000.00
Water Quality units into existing storm drainage system	\$400,000.00	\$0.00	\$400,000.00
Public Facilities	Total Need	Assistance Received/Anticipated	Unmet Need
New Stormwater Management office and facilities	\$1,050,000.00	\$0.00	\$1,050,000.00
Construction of new Emergency Operations Center	\$36,043,236.00	\$0.00	\$36,043,236.00
Totals			\$46,132,611.50

2.8 Economic Development

The total unmet economic need is estimated to be approximately **\$11,690,405.37**. This figure is derived by subtracting a total available assistance of \$24,523,554 from the total estimated impacts of \$36,213,959.

Recovery Area	Damage/Need	Assistance Received/Anticipated	Unmet Need
Economic Development	\$36,213,959.50	\$24,523,554.13	\$11,690,405.37



The estimate of economic unmet needs is based upon several key data sources including SBA loans, agricultural insurance data, pending HMGP applications, and public and stakeholder outreach. According to the best available data, numerous commercial structures were damaged throughout the County and were unable to operate for weeks, months, or longer. Some businesses experienced direct damages, and others were impacted by damaged infrastructure preventing access by employees and customers. As less recovery assistance is typically available for businesses than homes, many businesses were slow to recover, which resulted in lost jobs and tax revenues, and commercial vacancies.

The severe extent of flooding resulted in impacts on many types of businesses both inside and outside of the floodplain. According to information provided by the SBA, approximately \$27.6 million in damages occurred to businesses in Richland County. Further estimates of damages are provided by the SFHA Damage Assessment, which found that 52 non-residential structures in the floodplain underwent damages totaling approximately \$13.2 million. Of these 52 non-residential structures, 20 were located within areas with greater than 51% LMI households for a total damage of \$9,019,568.08. Damaged businesses in these areas may represent additional recovery challenges, as business owners in these areas may be less able to secure recovery assistance.

However, these figures do not capture the total economic impact because the SBA figures only include those who applied for loans, and the SFHA damage estimates do not include businesses outside of the floodplain. Additional economic impacts were assessed through the HMGP planning process, which identified 15 commercial structures for voluntary buyout.

In addition to direct damages to commercial structures, many residents lost their jobs either temporarily or permanently as a result of the disaster. A review of Disaster Unemployment Assistance for Richland County reveals that \$82,869 has been paid to date to Richland County residents. While this confirms that jobs were indeed lost due to the storm, it is difficult to determine the true impact or remaining need for unemployment, as not all those affected applied for or received Disaster Unemployment assistance. Richland County will continue collecting and evaluating the best available data to further refine this assessment.

Richland County’s agricultural industries were also affected by the storm event. According to agricultural insurance data, a total of \$4,813,047 in insurance proceeds and deductibles has been provided to date. In addition, the State of South Carolina has announced the availability of \$40 million in assistance to help address agricultural impacts throughout the State. Based on the best available data, it is assumed that all of the County’s agricultural needs will be met through these two sources of assistance. However, Richland County will re-evaluate this need as the recovery process continues and will consider whether additional need can be met with the existing CDBG-DR allocation. If the need is identified and funds are available, this Action Plan may be amended to address that need.

Table 9 provides a breakdown of the top industries in Richland County. Based on this information it is expected that the majority of damages to for-profit businesses occurred in the retail and arts, entertainment, recreation, and accommodation and food services industries.

Table 9 - Top Industries by Employment in Richland County

Industry	Employment	Percent (%)
Agriculture, forestry, fishing and hunting, and mining	1,406	0.70%
Construction	7,425	3.90%
Manufacturing	11,570	6.10%



Industry	Employment	Percent (%)
Wholesale trade	5,119	2.70%
Retail trade	23,462	12.30%
Transportation and warehousing, and utilities	7,628	4.00%
Information	4,846	2.50%
Finance and insurance, and real estate and rental and leasing	14,405	7.50%
Professional, scientific, and management, and administrative and waste management services	18,512	9.70%
Educational services, and health care and social assistance	49,430	25.90%
Arts, entertainment, recreation, and accommodation and food services	20,157	10.50%
Other services, except public administration	9,588	5.00%
Public administration	17,541	9.20%
Total	191,089	100%

Source: 2014 American Community Survey

2.8.1 Public and Stakeholder Engagement

Direct outreach to impacted residents and business owners was at the core of Richland County’s unmet need assessment. Where available, the County placed the highest importance on information gathered from the public through public meetings, stakeholder meetings, and direct outreach. Richland County gathered and analyzed large quantities of data used to help shape the priorities in this plan; however, the County believed it most important to verify quantitative and statistical data with direct feedback from the public. To gather this information, the County employed a variety of outreach methods including public meetings, stakeholder meetings, direct outreach to FEMA registrants, and collaboration with VOADs and other non-profit groups, among others. Input from these efforts directly impacted the calculations of unmet needs and the County’s strategic allocations of CDBG-DR funding.

Public Meetings Summary

Richland County conducted 10 public outreach meetings between June 29 and July 14, 2016. During these meetings, the County presented an overview of the CDBG-DR program and provided attendees with information regarding eligible uses of funding, projected timelines, and the Action Plan process. Most importantly, the majority of time during each meeting was set aside as an open forum to gather feedback from the public on a variety of topics including damages and impacts from the storm, remaining needs, and ideas for potential programs and projects, among others. This format also allowed impacted residents to ask questions about the CDBG-DR program and to better understand how it may be able to provide them assistance. During these meetings, Richland County also invited case managers from the Hearts and Hands organization to connect residents in need with additional resources.

Comment forms were collected from each public meeting and carefully reviewed by County staff to determine the breadth of specific needs of residents and to aggregate feedback into categories. Through this process the County received 114 total responses grouped into the following categories of requests or needs:

Housing (rehab, rebuild, buyout, rental assistance)	93 (48.7%)
Infrastructure (roads, bridges, drainage)	44 (23%)
Economic Development (business rehab, loans, working capital)	15 (7.9%)
Emergency Service (police, Emergency Medical Services [EMS], sheltering)	6 (3.1%)



Public Facilities	3 (1.6%)
Planning (studies, assessments, plans)	1 (<1%)
Public outreach	1 (<1%)
Other	5 (4%)

Table 10 lists the schedule of public meetings conducted during the development of this Action Plan.

Table 10 - CDBG-DR Public Meeting Schedule

Wednesday, June 29	Thursday, June 30	Tuesday, July 12	Wednesday, July 13	Thursday, July 14
Trenholm Park 3900 Covenant Rd Columbia, SC 29204	North Springs Park Community Center 1320 Clemson Rd Columbia, SC 29229	Richland County Sheriff Department Region 1 Substation 2615 Lower Richland Blvd. Columbia, SC 29061	Eastover Park 1031 Main St Eastover, SC 29044	Richland County Administration Building 2020 Hampton St Columbia, SC 29204
Ballentine Community Center 1009 Bickley Rd, Irmo, SC 29063	St. Andrews Park 920 Beatty Rd, Columbia, SC 29210	Crane Creek Gymnasium 7405-B Fairfield Rd, Columbia, SC 29203	Parklane Road Adult Activity Center 7494 Parklane Rd, Columbia, SC 29223	Gadsden Park Community Center 1668 S. Goodwin Circle, Gadsden, SC 29052

Stakeholder Engagement Summary

In addition to public meetings, Richland County also conducted meetings with key stakeholders groups that represented a cross-section of the entities in the County. The purpose of these interviews was to continue gathering as much information as possible to help identify recovery needs, and to discuss current efforts and potential recovery programs and projects. Between July 18 and July 22, County officials conducted four meetings with representatives of non-profit organizations, civil organizations, school districts, minority organizations, and social services, among many others. The complete meeting schedule is as follows:

- **July 18th** – Voluntary Organizations Active in Disasters
 - United Way of the Midlands – 1800 Main St, Columbia, SC 29201
- **July 19th** – Civil Organizations, Non-Profits, Richland District 1, 2, and Lexington/Richland District 5 schools
 - Greater Columbia Community Relations Council – 930 Richland St, Columbia, SC 29201
- **July 22nd** – MACH/Homeless Agencies/Veterans
 - Columbia Housing Authority – Cecil Tillis Center - 2111 Simpkins Ln, Columbia, SC 29204
- **July 22nd** - Richland County Business Community
 - Council Chambers – Combined Business Webinar and Live Audience – 2020 Hampton Street-Columbia, SC 29204 – 2nd Floor, Administration Building.



2.9 Summary of Completed and Ongoing Recovery Efforts

This section summarizes completed and ongoing recovery efforts during and following the severe storms and flooding of October 2015. These efforts include recovery work conducted by Richland County, federal and state organizations, and non-profit and other local organizations.

2.9.1 Completed and Ongoing Recovery Efforts

In the wake of extreme public safety risks and damages in October 2015, the County has worked in partnership with numerous organizations to begin addressing recovery needs throughout the County. These substantial efforts have included emergency response, sheltering, setup and management of a recovery operations center, provision of essential household goods and supplies, debris management, infrastructure repair, housing assistance, and private well disinfection, among many others.

Dedicated and effective emergency response, including activation of the County Emergency Operations Center (EOC), led to an immediate and coordinated effort to address the diversity of needs arising from the severe storm event and associated flooding. In response to this storm event Richland County's EOC was fully activated on October 4th and did not formally cease recovery functions until October 19th. During the first week of the storm event, the EOC focused on rescue and evacuation efforts, and provision of emergency sheltering services for impacted residents. The EOC also provided additional services to the citizens of Richland County including provision of food and water, traffic management, debris clearing, and aerial reconnaissance of dams, among others.

The severe storms resulted in flood inundation and damage to businesses and homes, as well as flood and erosion damage to infrastructure, natural resources, public facilities, and other structures. By October 9th, the County was conducting inspections of damaged infrastructure and utility assets, and beginning preliminary road restoration activities to restore mobility and functionality within the County. Following the extensive damage to public and private roads and bridges, Richland County Department of Public Works (DPW) recognized the urgency of the situation and implemented a strategy to conduct as many repairs as possible. By working extended hours and weekends, DPW managed to repair 249 County-maintained roads. The United States National Guard subsequently completed repairs on 15 additional roads.

As emergency response transitioned to short-term recovery, requests for sheltering, food, and water began to decline. However, other requests for well testing, road and private infrastructure restorations, and housing assistance began to surge. Over the following weeks and months, Richland County continued to maximize all available resources to address immediate public health and safety needs of residents while planning for and managing the transition from short-term recovery to intermediate and long-term recovery and resilience. Richland County DPW received 260 repair requests for private roads and driveways from residents throughout the County, and completed all of these requested repairs in accordance with the County's Emergency Private Road Maintenance Ordinance.

The heavy rain and flood waters also resulted in contamination of hundreds of private wells. During the recovery effort, Richland County completed disinfection services at 362 private wells containing Coliform/E. Coli contamination.



SECTION 3. RECOVERY PROGRAMS AND PROJECTS

3.1 Recovery Goals

The community's overarching hazard mitigation goals provide the foundation for identifying and implementing appropriate recovery programs. The series of goals presented in this Action Plan have been developed to reflect community values, existing conditions, identified damages, and vulnerabilities. Richland County established the following goals to guide development of the CDBG-DR Action Plan:

- **Goal:** Address the unique recovery needs and challenges of all residents of Richland County so that no one "falls through the cracks."
- **Goal:** Provide safe housing for all residents.
- **Goal:** Achieve a comprehensive understanding of the root causes of flooding in Richland County.
- **Goal:** Position the County to better prepare for, respond to, and minimize impacts of future flood events.
- **Goal:** Ensure continuity of operations and the provision of essential services before, during, and after a disaster or hazardous event.
- **Goal:** Provide tailored solutions that are most appropriate for urban, rural, and all areas of the County.
- **Goal:** Achieve post-flood economic revitalization and long-term economic health.
- **Goal:** Address restoration of critical infrastructure. This includes schools but is not limited to schools.
- **Goal:** Ensure the Action Plan goals are consistent with other adopted planning documents.
- **Goal:** Provide accountability through financial oversight.

3.2 Basis for Funding Allocations

This section describes how the findings of the unmet needs assessment informed development of recovery programs and the allocations of funding. Richland County's initial analysis indicates unmet need in all three core recovery categories of housing, infrastructure, and economic development. Through this analysis, Richland County determined that the largest recovery need is for housing assistance followed by infrastructure and then economic development. In particular, the need for housing rehabilitation was identified as the largest category of unmet needs. To reflect these findings, this initial Action Plan allocates the largest portion of funding to assist impacted homeowners and renters through single family owner-occupied housing rehabilitation, small rental housing rehabilitation, and voluntary buyout.

While the largest unmet needs identified were for housing assistance, the County recognizes the importance of holistic recovery and has also allocated CDBG-DR funding to address the identified needs for public infrastructure and facility improvements, as well as assistance for impacted local businesses. Richland County believes that focusing recovery efforts too strongly in only one area would neglect the interconnected nature of the community. For example, failing to address necessary infrastructure repairs or implement resilience improvements can lead to even greater housing and economic damages during future storms. Likewise, failing to address post-disaster economic recovery needs can have significant lasting impacts on residents' ability to find employment, buy and maintain safe homes, and pay for essential goods and services. In addition, an impaired economy can lead to substantial tax losses and hinder provision of necessary public services.

In addition, Richland County has also allocated funding for Program Administration and Resiliency Planning. Program administration will fund the necessary costs of setting up and managing the CDBG-DR recovery programs including application intake, compliance monitoring, performance tracking, management of the



Disaster Recovery Grant Reporting system, and quarterly reports , as well as general administration. Funding allocated for Resiliency Planning will be available to fund studies, analyses and additional planning efforts that either support the design and implementation of CDBG-DR programs and/or establish additional recovery and resilience strategies, plans and initiatives. Resilience planning activities may also include reimbursement for otherwise allowable costs of recovery plans and studies that were incurred on or after the incident date of the covered disaster.

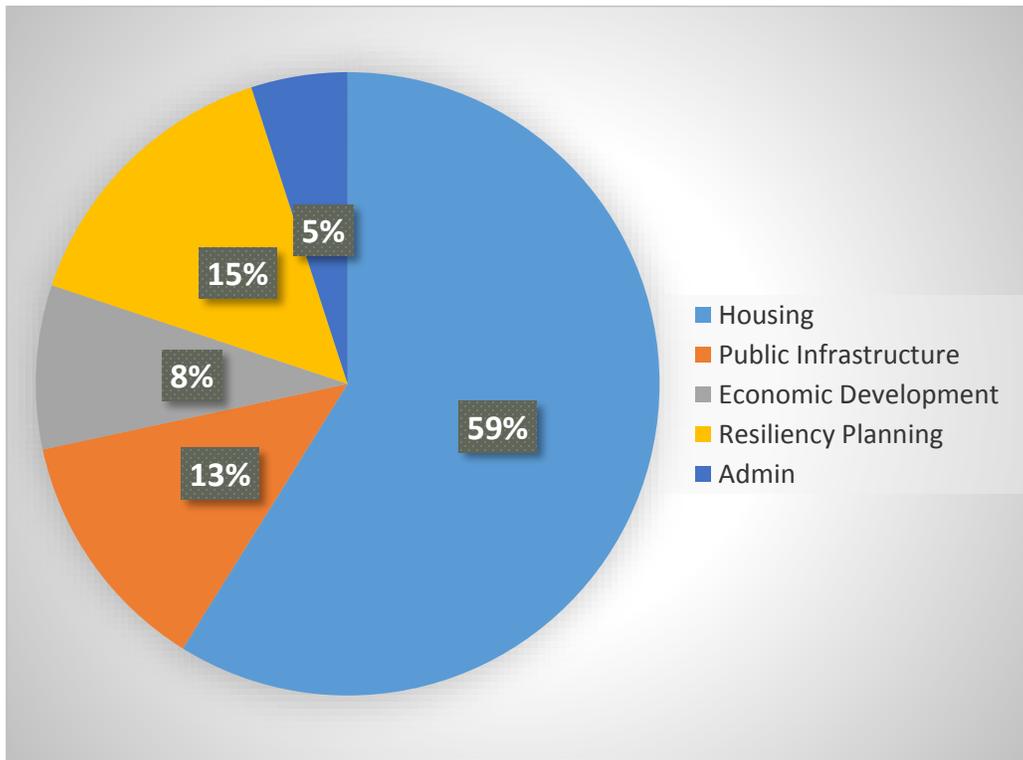
Richland County intends to utilize CDBG-DR funding to support multiple recovery programs that will complement one another and lead to greater community-wide recovery and future resilience. Table 11 below summarizes the proposed allocation of CDBG-DR funding for Richland County to address the unmet needs described in Section 2.

Table 11 - CDBG-DR Budget Summary

Use of Funds	Allocation	Expenditure Schedule		
		2017	2018	2019
Housing Activities	\$13,841,000	\$4,613,666.67	\$4,613,666.67	\$4,613,666.67
Single Family Housing Rehabilitation	\$10,161,000	-	-	-
Rental Rehabilitation	\$2,000,000	-	-	-
HMGP Residential Buyout Match	\$1,680,000	-	-	-
Public Infrastructure	\$3,000,000	\$1,000,000	\$1,000,000	\$1,000,000
HMGP Local Match	\$889,375.50	-	-	-
Public Infrastructure Resiliency	\$2,110,624.50	-	-	-
Economic Development	\$2,000,000	\$666,666.67	\$666,666.67	\$666,666.67
HMGP Commercial Buyout Match	\$942,279.37	-	-	-
Business Assistance	\$1,057,720.63	-	-	-
Recovery and Resiliency Planning	\$3,500,000	\$1,166,666.67	\$1,166,666.67	\$1,166,666.67
Recovery and Resiliency Planning	\$3,500,000	-	-	-
Administration	\$1,175,000	\$391,666.67	\$391,666.67	\$391,666.67
CDBG-DR Program Administration	\$1,175,000	-	-	-
Total	\$23,516,000	\$7,838,666.67	\$7,838,666.67	\$7,838,666.67

Figure 4 below summarizes the CDBG-DR budget by percentage.

Figure 4 CDBG-DR Budget Summary by Percentage



3.3 National Objectives

Section 101(c) of the authorizing statute sets forth the primary objective of the program as the development of viable communities by the provision of decent housing and a suitable living environment and expanding economic opportunities, principally for persons of low and moderate incomes. The statute further states in Section 104(b)(3) that this is to be achieved in the CDBG program by ensuring that each funded activity meets one of the following three named national objectives:

- Benefiting Low- and Moderate-Income Persons
- Preventing or Eliminating Slums or Blight
- Meeting Urgent Needs.

The statute also states that each grant recipient must ensure that at least seventy (70) percent of its expenditures over a particular time period must be used for activities qualifying under the first of those national objectives (Benefiting Low- and Moderate-Income Persons.)

For each CDBG-DR funded activity that is meeting the Urgent Need National Objective, Richland County will assess the type, scale, and location of the disaster-related impacts that the activity is addressing. In this way, Richland County will ensure that each activity meeting the Urgent Need National Objective is responding directly to an identified disaster-related impact.

There are currently no program activities planned to address Slum and Blight. However, some of the primary activities of buyout and rehabilitation of homes and businesses may have a secondary benefit of addressing slum and blight.



Richland County's CDBG-DR funded recovery programs will be implemented in accordance with these requirements. Richland County has developed these programs with the intent to prioritize activities that will benefit populations with greatest need. In particular, Richland County will ensure that, at minimum, 70% of the total CDBG-DR funds will directly benefit Low and Moderate Income households.

3.4 Housing Programs

Richland County communities and residents are still in the recovery process after suffering the impacts of the severe storms and flooding that occurred in October 2015. The primary focus of Richland County's CDBG-DR Disaster Recovery Programs is to provide relief for those people most impacted by the storms and flooding. As described in Section 2, single family housing assistance for both homeowners and renters was identified as being the greatest unmet need in Richland County. To reflect these unmet needs, assistance will be provided through three housing recovery programs including homeowner rehabilitation, small rental rehabilitation, and voluntary property buyout.

Richland County has established three objectives for the housing programs. The primary objective of the CDBG-DR housing programs is to provide decent, safe, and sanitary housing in the storm and flood-impacted areas through the provision of activities designed to mitigate storm damage that occurred as a result of the October 2015 weather events. Additionally, Richland County seeks to ensure that the housing needs of low, very low, and extremely low-income households are assisted with housing. A third objective is to prioritize provision of decent, safe, and sanitary housing for LMI, elderly (age 62 or older), and disabled populations.

3.4.1 Single Family Homeowner Rehabilitation Program

Program Description

The Single Family Homeowner Rehabilitation Program (SFHRP) will provide housing assistance to homeowners who were impacted by the severe storms and flooding that occurred in October 2015. This program will focus on repair or rehabilitation of single family housing units in the disaster-impacted areas to applicable construction codes and standards. This program may also include replacing an existing substandard manufactured housing unit (MHU) with a new or standard MHU. Modular homes are also eligible structure types.

Rehabilitation may be offered to applicants based on the extent of damage to the home. Replacement of MHUs and modular housing will be limited to situations where local zoning/building permits or federal requirements such as environmental regulations will allow replacement of the original, storm-damaged home.

Understanding that it may be necessary for applicants to remove themselves and their belongings from their homes during the period of repair, Richland County Department of Community Development (RCCD) will consider relocation assistance on a case-by-case basis.

This Program does not pay for like for like replacement. The Program will offer standard, basic amenities to make a home decent, safe and sanitary and all improvements will be assessed for compliance with HUD Section 8 Existing Housing Quality Standards, and local building codes. Luxury items, including but not limited to, granite (or other high-end) countertops, high-end appliances, stone flooring, garage door openers, security systems, swimming pools, fences, and television satellite dishes are not eligible under the SFHRP.



Where replacement of a MHU or modular home are indicated, standard floor plan options will be offered. If a replacement home is provided, the original MHU or modular home must be demolished and removed from the site prior to the replacement of that structure.

Additional improvement parameters include:

- Lead-based paint mitigation or stabilization, as needed.
- Mold remediation, as needed.
- Accessibility features for documented special needs.
- Standard appliances limited to refrigerator, stove/oven, but will only be considered when repair would not be cost effective.
- Ventilation and energy efficiency items such as ceiling fans, window screens, and screen doors may be replaced if damage is reasonably attributable to storm damage.
- Elevation above the base flood elevation level where the rehabilitation will constitute a substantial improvement in a Special Flood Hazard Area (SFHA).
- All electrical components must be inspected including service, meter, wiring, and fixtures even if no electrical work is being specified. Unsafe components must be replaced. All exposed wiring, switches, and light bulbs in living areas must be encased.
- All homes must be equipped with a smoke detector installed in conformity with code requirements.
- Rehabilitated homes inhabited by special needs or elderly (age 62 or older) persons must be analyzed as to the special physical needs of such persons. Improvements such as widened doorways, ramps, level entry and doorways, and grab bars in bath areas must be installed, if appropriate. Hearing and sight impaired adaptations should also be considered. All special needs requirements must be documented prior to approval.

Program Budget

The total program budget for the SFHRP is **\$10,161,000**. This allocation may be increased or decreased based on the demand for the Program with amendment to the Action Plan and approval by the Richland County Council and HUD.

Connection to the Disaster and Long-Term Recovery

The provision of safe, disaster-resistant housing for impacted residents is at the core of Richland County's long-term recovery strategy. Based on the best available data, Richland County has determined that single family owner-occupied homes were the most impacted housing stock in the County. This program will assist in repairing homes that were directly impacted by the federally declared disaster. Home repairs and improvements funded through this program will be designed to help minimize the impacts of future storm and flood events. By addressing the most pressing unmet housing needs resulting from the disaster and encouraging high-quality, disaster-resistant construction, Richland County will improve the long-term safety and stability of its communities. In addition, making necessary repairs and stabilizing damaged neighborhoods will also create additional long-term recovery benefits including retention of consumers for local businesses, preservation of the local tax base, and encouragement of new investment.

CDBG Eligibility and National Objective:

Rehabilitation of residential structures through the SFHRP is an eligible activity under the CDBG program. All housing activities for the SFHRP will meet the National Objectives requirement under the authorizing statute of the CDBG program. Activities under the SFHRP are anticipated to primarily meet either the LMI or the Urgent



Need objective. The national objective to be fulfilled through this program will be specific to each home and based on verification of each applicant's household income.

Geographic Area:

Damaged homes must be located in Richland County, excluding properties within the boundaries of the City of Columbia.

Eligibility Requirements and Threshold Factors:

All applicants to the SFHRP must meet certain eligibility standards to qualify for assistance. The following threshold requirements must be met for an applicant to be eligible for assistance. Eligibility does not assure assistance and it is expected that there will be more eligible applicants than can be served with available funds. Threshold requirements are those that upon their face will either allow an applicant to continue to move forward in the program or result in disqualification. All applicants to the SFHRP must meet the following minimum requirements:

- The home must have been damaged by the storms and/or flooding of October 2015 and must have unrepaired damage as of the date of application. Applicants need not have registered for FEMA individual assistance to be eligible for SFHRP. For those who were registered, the SFHRP may use FEMA damage information for informational purposes, but the SFHRP damage verification process will constitute the official documentation of damage linking back to the October 2015 storm or flooding damage. If an applicant did not register, Richland County will verify by third party that the home was damaged using the same damage verification process. If there are no documents proving damage, Richland County will conduct on-site inspections to determine if the property was damaged by the storm.
- Damaged property must be located within Richland County (excluding City of Columbia).
- Applicant must provide proof of ownership at the time the disaster damage occurred and have maintained ownership.
- Damaged structure must be the applicant's principal place of residence.
- Applicant must be current on property taxes or current on an approved payment plan (including exemptions under current law).
- Applicant must be current on any child or spousal support obligation.
- Applicant must agree to occupy the home as his/her primary residence after project completion for a period of at least 5 years.
- For properties located in the SFHA, applicant must maintain insurance coverage (not less than contract amount), inclusive of casualty (hazard) and flood insurance.
- For properties located outside of the SFHA, applicant must maintain hazard insurance coverage not less than the contract amount.
- The SFHRP assistance will be in the form of a five year zero-interest deferred forgivable loan. For each year, post award, that the applicant remains in compliance with the terms of the program one fifth (1/5) of the loan balance will be forgiven. If the applicant remains in compliance for the entire five year period, the entire balance will be forgiven and the applicant will owe nothing. If the applicant violates the terms of the loan, the un-forgiven balance of the loan will be owed back to the program.
- Property must be an eligible structure under the SFHRP. Eligible structures for the SFHRP include single unit, single family stick-built dwelling units, mobile home units (MHU), and modular housing units. Attached structures are eligible if they are under the common roof of the damaged single structure. Improvements must be physically attached to the house and be permanent. MHUs and modular housing will only be eligible for replacement and will not be eligible for rehabilitation.



- Homes used for both residential and commercial purposes are eligible for the program; however, the portion of the home that is residential is the only portion that may be rehabilitated. The applicant must provide his/her most recent tax return to determine the percent of the property that is used for commercial purposes. Damages to the commercial portion of the home will not be repaired.
- Garages, sheds, and outbuildings not attached to the main dwelling unit are not eligible for repair.
- No condominiums, co-operatives, townhomes, or other housing units that share any common wall or area will be eligible under the SFHRP.
- Recreational Vehicles and camper trailers used as a residence are not eligible for the program. Houseboats used as a residence are not eligible for the program.
- Vacation or second homes are not eligible for the SFHRP.

Prioritization:

Applicants applying for disaster assistance will be processed according to priorities based on the criteria outlined below. Richland County has created a two-tiered priority system in which LMI applicants are prioritized over non-LMI applicants. The LMI qualified households will be funded at a minimum level of 70% of total available funds (excluding planning and administration funds). Within the Priority 1 LMI group, additional factors are considered to prioritize sub-groups, allowing the program to serve any LMI individual in order to confer benefits to eligible applicants in the most efficient manner possible.

An LMI individual with a compounding factor will be allowed to move up the line for more expedient consideration. The sub-priorities are characterized by: disaggregated LMI demographic groups, elderly or disabled individuals in the household, single parent households, households with children under age 5, military veteran households, households existing in unlivable or unsafe conditions, and mobile homes. An applicant has to meet only one of the sub-priority characteristics to be classified in each of the three sub-priorities. The intent is to incorporate both the family and dwelling characteristics of applicants in order to establish a system that gives the households that are less able to address need without public assistance a higher priority.

Grant Size Limits:

The following grant size limits are established for the SFHRP:

- Single Family Detached Housing Unit: Up to \$70,000. If there are accessibility and/or relocation needs for a home, Richland County will consider up to an additional \$10,000 for accessibility improvements and up to an additional \$5,000 for relocation assistance on a case-by-case basis
- Mobile housing unit replacement: Up to \$60,000. If there are accessibility and/or relocation needs for a home, Richland County will consider up to an additional \$10,000 for accessibility improvements and up to an additional \$5,000 for relocation assistance on a case-by-case basis
- Modular housing unit replacement: Up to \$90,000. If there are accessibility and/or relocation needs for a home, Richland County will consider up to an additional \$10,000 for accessibility improvements and up to an additional \$5,000 for relocation assistance on a case-by-case basis

Proposed Start/End Dates:

This program is anticipated to begin in January 2017 and be completed by December 2019



Responsible Entity:

RCCD is the administrator of a CDBG-DR Program funded by HUD under Public Law 114-113. RCCD is the agency responsible for administration of disaster funds allocated to housing, economic development, and infrastructure activities. RCCD is administering these programs directly.

Performance Goals:

Richland County is targeting rehabilitation of approximately 145 homes through the SFHRP.

3.4.2 Small Rental Rehabilitation Program

Program Description:

The Small Rental Housing Rehabilitation Program (SRRP) will provide assistance to rehabilitate rental housing impacted by the severe storms and flooding of October 2015. This program will focus on the repair or rehabilitation of small (1-4 units) rental housing in the disaster-impacted areas to applicable construction codes and standards. Eligible activities under this program will include rehabilitation and associated elevation (if required) and demolition. RCCD may also provide assistance for Individual Mitigation Measures (energy efficiency and storm mitigation activities) on a case-by-case basis.

The following objectives are provided for the implementation and administration of a successful Rental Program.

- The primary objective of this Program is to provide decent, safe, and sanitary housing in the storm and flooding impacted areas through the provision of activities designed to mitigate storm damage that occurred as a result of the storms, as well as any future disasters.
- A second objective is to ensure that the housing needs of low, very low and extremely low-income households are assisted with housing.
- Prioritize the rehabilitation of units that will serve the elderly and/or disabled population.

The program is designed as 5-year, zero interest forgivable loan program for small rental property owners serving the low to moderate income market. One-fifth (1/5) of the loan will be forgiven each year on the contract signing anniversary as long as the landlord owner remains in compliance with program rules. Failure to maintain compliance will result in the acceleration of the loan and repayment of the remaining balance.

All rehabilitated rental units must be restricted during the affordability period of five years for low to moderate income (LMI) persons. The rents, at a minimum, must comply with High HOME Investment Partnership (HOME) Rents and other existing Land Use Restriction Agreement (LURA) restrictions if applicable. HOME rent limits are defined by HUD and must equal the lesser of fair market rents or 30% of the adjusted income for people earning 65% of the AMFI. The units must also accept Section 8 vouchers for the duration of the LURA.

Property owners will ask tenants to self-certify that their annual household incomes match the rent requirements of the rental units. Owners will be required to affirm that they have received the tenant's income certification and will submit a certification report to RCCD. This will be a required annual process for the duration of the 5-year affordability period. Property owners will screen and select their own tenants, but must comply with requirements of the Fair Housing Act (42 U.S.C. 3601-3620), which prohibits discrimination based on race, color, religion, sex, national origin, familial status, and disability. Additional funds may be made available, above the base rehabilitation caps described below, to address accessibility for disabled tenants.



Program Budget:

The total program budget for the SRRP is **\$2,000,000**. This allocation may be increased or decreased based on demand for the Program with amendment to the Action Plan and approval by the Richland County Council and HUD.

Connection to the Disaster and Long-Term Recovery

Provision of safe, disaster-resistant housing for impacted residents is at the core of Richland County's long-term recovery strategy. Based on the best available data, Richland County has determined that rental housing stock underwent significant damage during the October 2015 severe storm and flood events. Shortage in affordable rental stock already had preceded the October 2015 storm, and thus many residents have struggled to find safe and affordable homes in the wake of the disaster. This program will assist in repairing small rental units directly impacted by the federally declared disaster. By repairing critically needed rental units and encouraging high-quality, disaster-resistant construction, Richland County will improve the long-term safety and stability of its communities. In particular, ensuring that a percentage of each rehabilitated rental unit will be affordable to LMI residents, Richland County will help to address the shortage of affordable units while also assisting in prevention of homelessness. Providing safe housing for residents of all income levels is essential to long-term community health and resilience.

CDBG Eligibility and National Objective:

Rehabilitation of residential structures through the SRRP is an eligible activity under the CDBG-DR program. All housing activities for the SFHRP will meet the National Objectives requirement under the authorizing statute of the CDBG program. Activities under the SRRP will meet the LMI National Objective.

Geographic Area:

Damaged rental units must be located in Richland County, excluding properties within the boundaries of the City of Columbia.

Eligibility Requirements and Threshold Factors:

All applicants to the SRRP must meet certain eligibility standards to qualify for assistance. The following threshold requirements must be met for a rental property to be eligible for assistance. Eligibility does not assure assistance, and more eligible applicants are expected than can be served with available funds. Threshold requirements are those that upon their face will either allow an applicant to continue to move forward in the program or result in disqualification.

All applicants to the SRRP must meet the following minimum requirements:

- Single Family, detached dwellings only are eligible for assistance and must contain between one and four bedrooms. Condominiums, townhomes, duplexes, triplexes or four-plexes, mobile homes, recreational vehicles, and boats are not eligible. Multi-family structures are not eligible. Rent to own, bond for deed and lease to own properties are not eligible.
- The property must not be in bankruptcy
- The property taxes must be current on the property.
- Title must be clear with no liens or judgments.
- Modular housing structures are eligible. A modular home is built in sections at a factory, transported to the building site on truck beds, and then joined together by local contractors. Modular homes are built to conform to all state, local or regional building codes at their destinations.



- All properties must be located within the jurisdiction of Richland County and outside of the limits of the City of Columbia.
- Properties may be rehabilitated only.
- Properties must have basic amenities of an oven, stovetop and refrigerator.
- Upon completion, the single family homes must meet Housing Quality Standards (or current standards), local Richland County building code requirements, and benefit low-moderate income persons earning 80% or less of Area Median Income as defined by HUD and detailed in the Housing and Community Development Act of 1974 (HCDA) Title I, 105(a).
- Property owner must certify that rental rates for a minimum of 51% of the total units will be at or below low-moderate income limits for a period of at least 5 years. The units occupied by low-moderate income households must comply, at a minimum, with the High HOME rent limits published by HUD under the HOME program through the affordability period. Compliance with rent limits is calculated in the same manner as HUD programs.
- Units are not required to have been rental stock prior to application for assistance, however must be rented to certified LMI households if awarded repair funds.
- Housing units located where federal assistance is not permitted by federal regulation or within runway clear zones of either a civil or military airport are not eligible.
- Property owner must provide matching funding equal to 25% of total project costs. The matching portion is capped at 25% of the base rehabilitation amount, excluding accessibility costs.
- If there are accessibility and/or relocation needs for one or more tenants, property owner will provide up to \$10,000 for accessibility improvements and up to an additional \$5,000 for relocation assistance. All costs paid by the property owner for accessibility improvements will count towards the required 25% owner match.

Prioritization:

Applicants applying for disaster assistance are processed according to priorities based on the prioritization criteria outlined in these guidelines. Priority for this program will be given to landlords who designate units for either Special Needs or elderly tenants.

RCCD will accept applications for funding to serve low, very low, extremely low and moderate-income households. Prioritization will be given to project that affirmatively furthers fair housing objectives and those which provide the greatest benefit to:

- Expand the affordable housing stock with priority given to vacant units in a condition that is not suitable for occupancy.
- Encourage a vested interest in the projects, priority is given to projects where the landlord contributes at least 25% of the funds necessary to repair or reconstruct the property unit.
- Encourage housing for the elderly and disabled; priority is given to projects with dedicated units for elderly and disabled tenants.

Grant Size Limits:

The maximum award cap under the Single Family Rental Program is based on the number of bedrooms in each rental unit. The exact award will depend upon the amount of storm damage and the cost of rehabilitation up to maximum award amount. When a rental unit is assisted with disaster recovery funds, the entire unit must be brought up to Housing Quality Standards (HQS) or the current federal standards. Eligible costs include hard costs for construction and soft costs associated with repair of rental units plus other costs permissible under



24 CFR 570. The maximum grant allowed per landlord/applicant has limits of 4 units and/or \$100,000. Individual Unit Maximum Awards are indicated below:

- Per structure rehabilitation cap: \$70,000
- Accessibility cap:\$10,000
- Relocation assistance: \$5,000

Proposed Start/End Dates:

This program is anticipated to begin in January 2017 and be completed by December 2019

Responsible Entity:

RCCD is the administrator of a CDBG-DR Program funded by HUD under Public Law 114-113. RCCD is the agency responsible for administration of disaster funds allocated to housing, economic development, and infrastructure activities. RCCD is administering these programs directly.

Performance Goals:

Richland County is targeting rehabilitation of approximately 28 rental homes through the SRRP.

3.4.3 HMGP Residential Buyout Local Match

Program Description:

This program will support the voluntary buyout of 16 homes located in the SFHA that were impacted by the severe storms and flooding of October 2015. Specifically, this program will provide funding for the required 25% local share match of pending HMGP applications.

Program Budget:

The total program budget for this program is **\$1,680,000**. This allocation may be increased or decreased based on the outcome of pending funding applications with an amendment to the Action Plan and approval by the Richland County Council and HUD.

Relation the Disaster and Long-Term Recovery

Proper land use management is essential to any long-term recovery strategy. Through the identification and buyout of properties that underwent substantial damage during the October 2015 severe storm and flood events, Richland County will establish a safer and more sustainable development pattern. This program not only responds directly to the significant damage to these homes from the flood but also protects these properties from future damage and creates opportunities for open space. Open spaces adjacent to waterways have numerous benefits for long-term flood recovery and resilience, including flood storage, reduced stormwater runoff velocity, removal of pollutants, and protection of streambanks, among others.

CDBG Eligibility and National Objective:

The buyout of real property is an eligible activity under the CDBG-DR program. All activities supported by this program will meet the National Objectives requirement under the authorizing statute of the CDBG program. Activities under the buyout program are anticipated to primarily meet either the LMI or Urgent Need objective. The national objective to be fulfilled through this program will be specific to each home and based on verification of each applicant's household income.



Geographic Area:

Homes targeted for voluntary buyout are all located in Richland County, outside the boundaries of the City of Columbia.

Eligibility Requirements and Threshold Factors:

All applicants to this program must meet certain eligibility standards to qualify for assistance. For this program, eligible properties include those eligible for and awaiting receipt of HMGP funding. Each property must also meet the requirements the following requirements:

- The home must have been substantially damaged (>50% damaged) by the storms and/or flooding of October 2015, and must have unrepaired damage as of the date of application.
- Damaged property must be located within Richland County (excluding City of Columbia).
- Applicant must provide proof of ownership at the time the disaster damage occurred and have maintained ownership.
- Damaged structure must be the applicant's principal place of residence.
- Applicant must be current on property taxes or current on an approved payment plan (including exemptions under current law).
- Applicant must be current on any child or spousal support obligation.

Prioritization:

Applications for assistance will not be accepted for this program. Homes assisted through this program are those with pre-existing applications for HMGP assistance. As such, there are no prioritization criteria for this program.

Grant Size Limits:

Assistance is limited to 25% of the cost of buyout, less any duplication of benefits.

Proposed Start/End Dates:

This program is anticipated to begin in January 2017 and be completed by December 2019

Responsible Entity:

RCCD is the administrator of a CDBG-DR Program funded by HUD under Public Law 114-113. RCCD is the agency responsible for administration of disaster funds allocated to housing, economic development, and infrastructure activities. RCCD is administering these programs directly.

Performance Goals:

Richland County is targeting voluntary buyout of 63 homes through this program.

3.5 Infrastructure Programs

As described in more detail in Section 2, Richland County public infrastructure and facilities underwent a variety of damages during the October 2015 severe storms and flooding. In the wake of the disaster, County officials identified numerous roads, bridges, culverts, and stormwater drainage systems that were damaged. Damage to these critical systems created public safety risks, hindered emergency services, isolated neighborhoods, and prevented access to essential services for residents. In addition, through post-disaster analysis, Richland County has identified a series of resilience improvements that will improve public infrastructure and facilities



to better withstand future floods and minimize property damage and losses to public services. Richland County has identified a need to provide funding to address these needs through both support with matching fund requirements for other public assistance and through support for infrastructure improvements.

3.5.1 HMGP Local Share Match Program

Program Description:

This program will provide funding for the required 25% local share match for public infrastructure projects with pending HMGP applications. Local match funding will be provided by CDBG-DR to support repairs and resilience upgrades to a series of culverts, stormwater detention areas, and drainage systems. By leveraging the pending HMGP assistance, Richland County will maximize the recovery benefits of these limited resources. A complete list of projects for which local share match will be provided is as follows:

Project Name	Project Description
Culvert Resilience Improvements	Richland County conducted an extensive study of the culverts in the County and identified nine culverts that need to be increased in size to mitigate similar damages from future flooding incidents.
Danbury Drive Stabilization	Increase capacity of the regional detention pond to handle the flows in the neighborhood.
Spring Valley Little Jackson Creek Stream Mitigation, Stream Restoration Regenerative Stormwater Conveyance	Stabilize and improve the railroad ditch line using regenerative stormwater conveyance to mitigate localized flooding.
Eastover Stormwater Drainage Channel Improvement	This project will mitigate flooding, improve drainage, and help control mosquito population in six “Carolina bays” and along Solomon Street in the Town of Eastover.
Lower Richland County Stormwater Drainage Channel Improvement	This project will mitigate flooding, improve drainage, and help control mosquito population in three areas of chronic flooding.
Piney Grove Wynn Way Detention Pond	Create a stormwater dry detention basin for the Stoop Creek watershed.
Brookgreen Court Detention Pond	Create stormwater dry detention best management practices (BMP) for the Stoop Creek watershed.

Program Budget:

The total program budget for this activity is **\$889,375.50**. This allocation may be increased or decreased based on the outcome of pending funding applications with an amendment to the Action Plan and approval by the Richland County Council and HUD.

Relation to Impacts of the Disaster and Long-Term Recovery (connect to unmet needs assessment)

Support for public infrastructure projects will address immediate needs and support Richland County’s long-term recovery strategy by helping to ensure provision of necessary services to residents and businesses. The importance of these services for the health and stability of Richland County is paramount. Fully functioning and protected public infrastructure before, during, and after a flood improves safety, mobility, and quality of life for residents and businesses, and promotes long-term health of the County.



CDBG Eligibility and National Objective:

Assistance with the required local share of federal recovery programs is an eligible activity under the CDBG-DR Program. All activities funded through this program will meet the National Objectives requirement under the authorizing statute of the CDBG Program. Activities under this program are anticipated to primarily meet either the LMI or Urgent Need objective. The specific national objective to be fulfilled through this program will be project-specific. As infrastructure typically has area-wide benefits, the beneficiaries from each individual project will determine the national objective. In many cases, populations to be served by necessary infrastructure improvements will meet the LMI criteria and will thus address that objective. In other cases, however, damage to public infrastructure causing loss or decreased performance of critical and necessary services to local homes and businesses has created an urgent need

Geographic Area:

This program will support public infrastructure located within Richland County, outside the boundaries of the City of Columbia.

Eligibility Requirements and Threshold Factors:

All activities funded through this program must meet certain eligibility standards to qualify for assistance.

For this program, eligible projects include public infrastructure projects eligible for and awaiting approval of HMGP funding. Each project must also meet the following requirements:

- Project must be located within Richland County (excluding City of Columbia).
- Project must clearly demonstrate a connection to direct or indirect impacts of the federally declared disaster.
- Project must be CDBG eligible.
- Project must address an identified need that has not been met through other funding sources.

Grant Size Limits:

Assistance will be limited to 25% of the total project cost, less any duplication of benefits.

Proposed Start/End Dates:

This program is anticipated to begin in January 2017 and be completed by December 2019

Responsible Entity:

RCCD is the administrator of a CDBG-DR Program funded by HUD under Public Law 114-113. RCCD is the agency responsible for administration of disaster funds allocated to housing, economic development, and infrastructure activities. RCCD is administering these programs directly.

Performance Goals:

Richland County is targeting completion of 7 projects through this program.

3.5.2 Public Infrastructure Resilience Program



Program Description:

As part of its long-term recovery strategy, Richland County will implement identified resilience improvements to public infrastructure and facilities that will reduce impacts of future storms on public safety and property damage. To accomplish this, CDBG-DR funds will be used to fund one or more projects identified in Section 2.7.

Program Budget:

The total program budget for this activity is **\$2,110,624.50**. This allocation may be increased or decreased with an amendment to the Action Plan and approval by the Richland County Council and HUD.

Relation to Impacts of the Disaster and Long-Term Recovery (connect to unmet needs assessment)

Support for public infrastructure projects will address immediate needs and support Richland County's long-term recovery strategy by helping to ensure provision of necessary services to residents and businesses. The importance of these services for the health and stability of Richland County is paramount. Fully functioning and protected public infrastructure before, during, and after a flood improves safety, mobility, and quality of life for residents and businesses, and promotes long-term health of the County.

CDBG Eligibility and National Objective:

Assistance for public facilities and improvements is an eligible activity under the CDBG-DR Program. All activities funded through this program will meet the National Objectives requirement under the authorizing statute of the CDBG Program. Activities under this program are anticipated to primarily meet either the LMI or Urgent Need objective. The specific national objective to be fulfilled through this program will be project-specific. As infrastructure typically has area-wide benefits, the beneficiaries from each individual project will determine the national objective. In many cases, populations to be served by necessary infrastructure improvements will meet the LMI criteria and will thus address that objective. In other cases, however, damage to public infrastructure causing the loss or decreased performance of critical and necessary services to local homes and businesses has created an urgent need.

Geographic Area:

This program will support public infrastructure located within Richland County, outside the boundaries of the City of Columbia.

Eligibility Requirements and Threshold Factors:

All activities funded through this program must meet certain eligibility standards to qualify for assistance. The following threshold requirements must be met for a project to be eligible for assistance:

- Project must be located in Richland County.
- Project must clearly demonstrate a connection to direct or indirect impacts of the federally declared disaster.
- Project must be CDBG eligible.
- Project must meet one of three national objectives.
- Project must have an identified need that has not been met through FEMA, SBA, insurance, or other funding sources.



Grant Size Limits:

No grant limit is placed on this program. Richland County officials will determine the final allocation of CDBG-DR funding for one or more projects funded under this program. No project or projects will exceed the total budget of this program.

Proposed Start/End Dates:

This program is anticipated to begin in January 2017 and be completed by December 2019

Responsible Entity:

RCCD is the administrator of a CDBG-DR Program funded by HUD under Public Law 114-113. RCCD is the agency responsible for administration of disaster funds allocated to housing, economic development, and infrastructure activities. RCCD is administering these programs directly.

Performance Goals:

Richland County is targeting completion of 1-3 public infrastructure projects through this program

3.6 Economic Development Programs

Richland County businesses are still in the recovery process after suffering the impacts of the severe storms and flooding that occurred in October 2015. The primary focus of Richland County's CDBG-DR Disaster Recovery Programs is to provide relief for those people most impacted by the storms and flooding. As described in Section 2, the County's business community suffered a multitude of impacts from the disaster. Businesses not only underwent structural damage, but many were also impacted by road and bridge closures, loss of revenue, loss of inventory, and employment challenges. Almost a year after the flood, many businesses have not re-opened and others are facing significant financial hardship. In addition, the loss of jobs for low and moderate income residents, who already face economic challenges, presents critical economic risks. To reflect these unmet needs, assistance will be provided to impacted businesses to help address remaining damages and implement a variety of operational improvements that will bolster the County's long-term economic future.

3.6.1 Business Assistance Program

Program Description:

The Business Assistance Program (BAP) will provide assistance to businesses impacted by the severe storms and flooding in October 2015. This program will provide flexible funding that focuses on addressing a diversity of impacts experienced by the County's business community, and promotes jobs for low and moderate income residents. The primary objective of this program is to provide access to financing for necessary repairs or working capital that will support employment of low and moderate income residents and help to address the unique disaster-related challenges faced by each impacted business. Assistance will be provided as a deferred, zero-interest, forgivable loan that may be used for a variety of eligible activities including rehabilitation of commercial structures, inventory and supplies, and job training among other business needs.

Program Budget:

The total program budget for the BAP is **\$1,057,720.63**. This allocation may be increased or decreased based on the demand for the Program with amendment to the Action Plan and approval by the Richland County Council and HUD.



Connection to the Disaster and Long-Term Recovery

Following a major disaster, businesses often experience significant financial and operational hardships that have far-reaching implications for a community's long-term recovery. When businesses are slow to recover or are unable to re-open, the entire community suffers as jobs are lost, access to essential services is hindered, and tax revenues shrink. Low and moderate income residents may be particularly affected, as they are unlikely to have sufficient savings to sustain them through a period of unemployment. Loss of income for vulnerable populations can lead to increased risk for homelessness among other health and safety issues.

A comprehensive long-term recovery must recognize the inter-connections between a community's housing, infrastructure, and economic sectors, and should include support for business resilience. By providing flexible assistance to Richland County's businesses, these investments will have significant positive impacts throughout the County. Repair of commercial structures with high-quality, disaster-resistant construction returns property to productive use and minimizes damages of future storms. In addition, retention and expansion of jobs provides the necessary income for residents to continue to recover and pay for essential goods and services. Likewise, protection of tax revenues ensures continued support for necessary public infrastructure and services. Supporting business owners who are struggling to recover also expedites a return to economic growth and prosperity that in turn increase job opportunities, local property values, and overall quality of life.

CDBG Eligibility and National Objective:

Rehabilitation of nonresidential structures and assistance to for-profit businesses are eligible activities under the CDBG-DR program. All business assistance provided through the BAP will meet the National Objectives requirement under the authorizing statute of the CDBG program. Activities under the SFHRP will meet the LMI or Urgent Need objective.

Geographic Area:

Businesses must be located in Richland County, excluding properties within the boundaries of the City of Columbia.

Eligibility Requirements and Threshold Factors:

All applicants to the BAP must meet certain eligibility standards to qualify for assistance. The following threshold requirements must be met for an applicant to be eligible for assistance. Eligibility does not assure assistance, and more eligible applicants are expected than can be served with available funds. Threshold requirements are those that will either allow an applicant to continue to move forward in the program or result in disqualification. All applicants to the BAP must meet the following minimum requirements:

- The business must have been damaged and/or financially or operationally impacted by the storms and/or flooding of October 2015, and must have an identified need that has not been met through other funding sources. Richland County will conduct on-site inspections and individual discussions with applicants to verify direct impacts to each business as a result of the October 2015 severe storms and flooding.
- Business must be located within Richland County (excluding City of Columbia).
- Applicant must provide proof of ownership at the time the disaster damage occurred and have maintained ownership.
- Applicant must be current on property taxes or current on an approved payment plan (including exemptions under current law).
- Applicant must be current on any child or spousal support obligation.



- Businesses will be required to comply with annual reporting requirements
- Eligible structures for the BAP include commercial buildings.
- National chains or franchises are not eligible
- Businesses must certify that a minimum of 51% of their employees will qualify as LMI according to HUD's established income limits for a period of 5 years

Prioritization:

Applicants applying for disaster assistance are processed according to priorities based on the prioritization criteria outlined in the program guidelines. However, businesses that employ more than 51% LMI individuals will be prioritized over businesses meeting the minimum 51% requirement.

Grant Size Limits:

The following grant size limits are established for the BAP:

- Small Business Assistance: forgivable loan up to \$75,000.

Proposed Start/End Dates:

This program is anticipated to begin in January 2017 and be completed by December 2019

Responsible Entity:

RCCD is the administrator of a CDBG-DR Program funded by HUD under Public Law 114-113. RCCD is the agency responsible for administration of disaster funds allocated to housing, economic development, and infrastructure activities. RCCD is administering these programs directly.

Performance Goals:

Richland County is targeting assistance to approximately 14 businesses through the BAP.

3.6.2 HMGP Commercial Buyout Local Match

Program Description:

This program will support the voluntary buyout of up to 15 non-residential structures located in the SFHA that were impacted by the severe storms and flooding of October 2015. Specifically, this program will provide funding for the required 25% local share match of pending HMGP applications.

Program Budget:

The total program budget for this program is **\$942,279.37**. This allocation may be increased or decreased based on the outcome of pending funding applications with an amendment to the Action Plan and approval by the Richland County Council and HUD.

Relation the Disaster and Long-Term Recovery

Proper land use management is essential to any long-term recovery strategy. Through the identification and buyout of properties that underwent substantial damage during the October 2015 severe storm and flood events, Richland County will establish a safer and more sustainable development pattern. This program not only responds directly to the significant damage to these structures from the flood but also protects these properties from future damage and creates opportunities for open space. Open spaces adjacent to waterways



have numerous benefits for long-term flood recovery and resilience, including flood storage, reduced stormwater runoff velocity, removal of pollutants, and protection of streambanks, among others.

CDBG Eligibility and National Objective:

The buyout of real property is an eligible activity under the CDBG-DR program. All activities supported by this program will meet the National Objectives requirement under the authorizing statute of the CDBG program. Activities under the SFHRP are anticipated to primarily meet either the LMI or Urgent Need objective. The national objective to be fulfilled through this program will be specific to each home and based on verification of each applicant's household income.

Geographic Area:

Properties targeted for voluntary buyout are all located in Richland County, outside the boundaries of the City of Columbia.

Eligibility Requirements and Threshold Factors:

All applicants to the SFHRP must meet certain eligibility standards to qualify for assistance. For this program, eligible properties include those eligible for and awaiting receipt of HMGP funding. Each property must also meet the requirements:

- The structure must have been substantially damaged (>50% damaged) by the storms and/or flooding of October 2015, and must have unrepaired damage as of the date of application.
- Damaged property must be located within Richland County (excluding City of Columbia).
- Applicant must provide proof of ownership at the time the disaster damage occurred and have maintained ownership.
- Applicant must be current on property taxes or current on an approved payment plan (including exemptions under current law).
- Applicant must be current on any child or spousal support obligation.

Prioritization:

Applications for assistance will not be accepted for this program. Properties assisted through this program are those with pre-existing applications for HMGP assistance. As such, there are no prioritization criteria for this program.

Grant Size Limits:

Assistance is limited to 25% of the cost of buyout, less any duplication of benefits.

Proposed Start/End Dates:

This program is anticipated to begin in January 2017 and be completed by December 2019.

Responsible Entity:

RCCD is the administrator of a CDBG-DR Program funded by HUD under Public Law 114-113. RCCD is the agency responsible for administration of disaster funds allocated to housing, economic development, and infrastructure activities. RCCD is administering these programs directly.

Performance Goals:

Richland County is targeting voluntary buyout of 15 non-residential structures through this program.



SECTION 4. RECOVERY COMMITMENTS

4.1 Promotion of Long-Term Recovery Planning

Richland County is committed to both addressing immediate recovery needs and planning for resilience improvements that will provide long-term recovery benefits and mitigate the impacts of future storms. Collectively the completed recovery projects outlined in Section 3 combined with the recovery programs outlined in this Action Plan contribute significantly to the County's overarching strategy for long-term recovery and resilience.

One of the key elements of long-term recovery planning is the identification of underlying public infrastructure vulnerabilities that can increase public safety threats and property damage during a flood. Following the October 2015 floods, Richland County commenced a series of planning efforts to identify opportunities to promote long-term recovery. These efforts included a comprehensive assessment of the County's infrastructure to identify undersized or ineffective systems that may have contributed to increased flood vulnerabilities. The findings of this analysis resulted in the identification of numerous potential projects including drainage improvements, culvert and bridge replacements, public facility upgrades among others. Many undersized culverts identified through this process now have pending applications for the Federal Hazard Mitigation Grant Program (HMGP). Richland County is seeking to leverage multiple sources of funds to accomplish these important projects to instill long term resilience. Additional infrastructure and facility improvements to support long-term recovery were identified with assistance from the County's Department of Public Works and included drainage system expansions, expanded public facilities for emergency operations and stormwater management, as well as additional studies to better understand flood conditions and identify additional long-term improvements.

The County's planning efforts also include strategies for long-term housing and economic recovery and resilience. Using the latest floodplain mapping and hazard information, the County has identified a number of structures in the floodplain that represent public safety hazards and are at-risk for future damage. As a result of these efforts, the County has submitted applications for HMGP assistance to support the voluntary buyout of 63 structures in the floodplain. By strategically removing unsafe uses from the floodplain, Richland County is establishing a safer more sustainable land use pattern. Through the implementation of the proposed CDBG-DR programs, Richland County is also promoting additional long-term recovery through the selective elevation of homes in the floodplain that are undergoing rehabilitation. In addition, all structures rehabilitated through the CDBG-DR program will be constructed with high-quality materials and will have essential systems such as electric, HVAC, etc. elevated above base flood elevations to increase long-term property resilience.

4.2 Leverage of Funds

Richland County fully understands the need to maximize the recovery value of limited resources. As illustrated by the substantial unmet needs identified in this Action Plan, the costs to fully recover and become more resilient during future storms far outweighs the available funding. As such, Richland County has made it a priority to leverage multiple sources of funding where possible to support the greatest potential recovery and resilience benefits. This includes prioritizing projects in which other Federal, State and local funding sources can be leveraged to allow CDBG-DR funding to pay only a portion of project costs. This strategy will allow Richland County to utilize limited CDBG-DR funding to support a maximum number of programs and projects. As part of this Action Plan, Richland County is initially prioritizing the use of CDBG-DR funding as local match



for several projects with pending HMGP funding requests. These projects include infrastructure improvements, housing buyouts, and non-residential buyouts.

In addition, since the first recovery efforts began, Richland County has pursued and utilized numerous resources to advance critically important recovery projects. These resources are documented in Section 2.3 and include assistance from FEMA, SBA, NFIP as well as numerous non-profits. These resources have contributed to significant recovery achievements and have allowed for the CDBG-DR funds to be used to assist with needs that are not supported by other available sources.

4.3 Protection of People and Property; Construction Standards

Richland County will closely monitor each project utilizing CDBG-DR funding to verify that quality materials and standards are being utilized, that all necessary permits and approvals are in place, and that green building standards are being incorporated when possible and cost effective. To improve the protection of Richland County residents and property, site visits will be conducted regularly during construction to verify that the proper materials and construction standards are being applied during the project. This will include elevations above Base Flood Elevations, use of high quality materials as well as adherence to other standards that will increase resident safety and property protection.

4.3.1 Construction Standards

All projects with construction components funded through CDBG-DR funds will use high-quality materials and will meet all applicable local codes, rehabilitation standards, ordinances, and zoning ordinances at the time of project completion. International Residential Code (IRC) 2012 will be adhered to as required and where appropriate. All rehabilitation projects will comply with Housing Quality Standards (HQS) and all applicable local codes and ordinances. All CDBG-assisted housing must meet all applicable State and local housing quality standards and code requirements and if there are no such standards or code requirements, the housing must meet the housing quality standards in 24 CFR §982.401. All deficiencies identified in the final inspection must be corrected before final retainage is released.

All Applications will be required to meet Section 8 Housing Quality Standards detailed under local Construction Standards, as well as the Fair Housing Accessibility Standards and Section 504 of the Rehabilitation Act of 1973. Developments must also meet all local building codes or standards that may apply.

4.3.2 Necessary and Reasonable Costs

Part of the process in the duplication of benefits procedures includes verifying necessary and reasonable costs. This helps ensure that funds are efficiently and effectively utilized. The determination of necessary and reasonable costs will apply to any project or program receiving funding as well as administrative and planning funds. The County will utilize the cost principles described in 2 CFR Part 225 (OMB Circular A-87) to determine necessity and reasonableness. According to 2 CFR part 225, "A cost is reasonable if, in its nature and amount, it does not exceed that which would be incurred by a prudent person under the circumstances prevailing at the time the decision was made." Richland County will follow these principles and fund only project costs that are deemed necessary and reasonable.

4.3.3 Green Building

In conformance with FR 81, No. 117 (June 17, 2016), substantial rehabilitation, the construction of new housing or replacement housing must include Green Building Standards. Acceptable Green Building Standards include,



“an industry-recognized standard that has achieved certification under at least one of the following programs: (i) ENERGY STAR (Certified Homes or Multifamily High Rise); (ii) Enterprise Green Communities; (iii) LEED (NC, Homes, Midrise, Existing Buildings O&M, or Neighborhood Development); (iv) ICC–700 National Green Building Standard; (v) EPA Indoor AirPlus (ENERGY STAR a prerequisite); or (vi) any other equivalent comprehensive green building program, including regional programs such as those operated by the New York State Energy Research and Development Authority or the New Jersey Clean Energy Program” as described in FR 78.

Where funds will be used for the rehabilitation of structures, contractors and sub-grantees will be provided the HUD CPD Green Building Retrofit Checklist and these standards will be incorporated where feasible. Richland County will promote the use of green infrastructure policies, as identified on EPA’s website www.epa.gov/greenbuilding, for any infrastructure project undertaken utilizing CDBG-DR funds.

4.3.4 Elevations in SFHA

For the repair of substantial damage, or substantial improvements to residential structures in flood hazard areas, Richland County will require that the lowest floor is elevated at least 2 feet above the 1 percent annual floodplain. Where necessary this will also include construction of adequate access to the unit. In locations where rehabilitation does not require raising the entire unit above flood stages, the County will ensure the use of construction techniques that protect or elevate critical systems to reduce the potential for flood damage. Critical systems to be elevated or protected will include HVAC, water heaters, and electrical systems (breaker box).

4.3.5 Mitigation Measures

All mitigation measures implemented through a CDBG-DR funded program will be a necessary expense related to the disaster relief, long-term recovery, and restoration of infrastructure, housing, or economic revitalization. This will include detailed assessments of each proposed mitigation measure including elevations of structures in the SFHA and infrastructure and facility resilience improvements, to ensure consistency with this requirement.

4.4 Disaster-Resistant Housing for All Income Groups

As detailed in Section 3, this Action Plan proposes the allocation of the majority of CDBG-DR funding to support three housing programs. These programs were designed to reflect the findings of the unmet needs assessment which indicated a need for housing assistance across all demographics, income levels and housing types. As such, the proposed programs aim to assist both affordable housing units and market rate units as well as both owner-occupied and renter-occupied units. Through these programs Richland County will provide assistance for impacted residents with a diversity of economic conditions and housing preferences.

Households of Low and Moderate Income and particularly those who also include children, elderly or the disabled may experience increased challenges during recovery. To assist residents with the greatest potential need, priority for each housing program will be given to applicants who qualify as Low or Moderate Income, as defined by HUD’s established income limits for Richland County. Additional priority status will also be given to households with children, elderly, single parents, veterans, and disabilities.

Households of Low and Moderate Income who were impacted by the disaster are also at increased risk for homelessness. As such, it is anticipated that providing priority assistance to these residents will help to return currently homeless residents to a safe and adequate housing unit while preventing additional residents from becoming homeless. When conducting the Unmet Needs Assessment, Richland County reviewed the best



available data to determine areas with concentrations of Low and Moderate income residents, disabilities, and other vulnerabilities that were most impacted by the disaster. During the implementation of its housing programs, Richland County will use this information to conduct targeted outreach to these populations and neighborhoods to ensure information on CDBG-DR funded housing programs is available. Richland County will work with a network of non-profit organizations and volunteers to ensure information is disseminated to Low and Moderate income neighborhoods in need of housing assistance.

4.4.1 Current Programs to Assist Homeless, Low Income and Other Special Needs

While the County's resources are not sufficient to address the needs of all groups, the County is committed to supporting other entities in their efforts to provide needed resources and public services. Richland County Community Development staff work closely with organizations that serve the needs of homeless, limited income, and special needs populations through ongoing participation in a wide range of committees and community-based efforts. In addition to the programs outlined in this Action Plan, Richland County will continue to support these ongoing efforts. This will include aiding in the prevention of homelessness by providing assistance to local area homeless agencies and those who serve the homeless, and continuing to support the Homeless Management Information Systems (HMIS) program to better track needs and resources to assist the homeless.

The County has a number of programs that provide shelter and assistance to the homeless at at-risk populations, many of which are vital resources in response to natural hazard-related impacts. There are several programs and projects under way to provide additional supportive housing, prevent homelessness, address emergency shelter needs and develop transitional housing and supportive programs for transitional housing. As a partner in the Midlands Area Consortium for the Homeless (MACH), Richland County addresses the concerns of the continuum of care, which involves emergency shelter, transitional housing and programs to assist in the areas of permanent housing and independent living.

Since August 2012, Richland County United Way of the Midlands has assumed administration for the MACH Region's two Homeless Management Information Systems (HMIS) grants funded by HUD. Richland County provides the local match of 25% through CDBG funding. The HMIS system is the central point-of-entry for homeless clients in the Midlands as well as throughout the MACH region. Through these efforts, Richland County is working to close the gap on affordable housing and other needs to end chronic homelessness in the Midlands. This effort also provides gap financing and incentives to nonprofits and developers to create affordable housing for low and moderate income populations. This same partnership helps fund operating costs for the transition center for the homeless in the City of Columbia, serving up to 150 day center participants in addition to up to 214 emergency respite, program entry and transitional housing units.

Richland County also administers the Homeless Prevention and Rapid Re-Housing (HPRP), a program used to prevent persons from becoming homeless or to assist those who are experiencing homelessness to be quickly re-housed and stabilized. Additionally, there are upwards of 64 programs administered by public, private, non-profit, and faith-based organizations focused on assisting the homeless and preventing homelessness throughout the County. Collectively these initiatives will support the needs of currently homeless residents and help to prevent additional residents from becoming homeless.

Multiple opportunities for assistance both with rental costs and homeownership for persons of low and moderate incomes are available in Richland County. A total of 2,074 public housing units are provided through the Columbia Housing Authority. The Section 8 Housing Choice Voucher Program provides rent subsidies to



low and very low-income households. There are 3,047 Housing Choice Vouchers in the CHA Section 8 program, including 25 vouchers for the homeless, 100 vouchers for the Mainstream (disabled) Program, and 34 Homeownership vouchers. In addition, the CHA also has 29 SRO vouchers, 99 Moderate Rehab Certificates, 90 HOPWA vouchers, 1 Disaster Voucher, 150 Veterans Affairs Supportive Vouchers, and 28 Tenant Protection Vouchers. Within private housing developments, a total of 6,536 assisted housing units are available to residents of the Richland County area who are in need. CHA also administers the Section 8 Rental Assistance Program for residents of Richland County, which provides rental assistance to persons with low incomes who want to live in homes in the private rental market, but cannot afford market rental rates.

Other programs supported by the CHA include the Family Self-Sufficiency (FSS) Program, Celia Saxon Homeownership Program, and the Section 8 Homeownership Program. The CHA's Hope VI and FSS Department's FSS program assists families in their efforts to become independent of government aid by improving their economic situation through employment, education and job training. The Celia Saxon Second Mortgage Homeownership Program enabled eligible families with a gross household income at or below 80% of the area median income in the Celia Saxon community to receive up to \$25,000 in down payment and closing cost assistance in purchasing a single-family home. 96 homes were sold under this program. The Section 8 Homeownership Program enables families who are currently housed under the CHA Section 8 Housing Choice Voucher Program to convert their rental subsidy to a Housing Assistance Payment (HAP) that can be used toward the purchase of a single-family home, condominium or townhouse for up to 15 years. Elderly or disabled families may receive assistance for up to 30 years.

In addition to the CHA programs, the US Department of Agriculture (USDA) administers several housing programs in the rural areas of Richland County through their Rural Development program, including Section 502 Program-Insured, Section 502 Program-Guaranteed, Section 504 Program-Insured Loans and Grants, Technical Assistance Grants, Section 515 Program loans, Section 533 Housing Preservation Grants, Section 538 Rural Rental Housing Guaranteed Loan Program, and Section 516 Farm Labor Loans and Grants. Collectively, these programs provide a suite of assistance options for moderate to very low and low-income rural families and individuals to become homeowners, improve existing homes, and access affordable rental housing. These programs encourage and support the provision of disaster-resistant housing situations for families and individuals.

Richland County's Homeowner Rehabilitation Program provides housing assistance to special populations, particularly elderly and/or disabled residents. Elderly Richland County homeowners who wish to make improvements to their homes such as correction of building code violations, removal of lead-based paint hazards and general property improvements may qualify for the Program's no interest, deferred forgivable loans through that are funded through the HOME program. Elderly loan recipients are not required to repay the loans as long as they continue to reside in the home. The Elderly, 62 and over, constituted 12.5 percent (48,035 persons) of the total population in the County in the 2010 ACS.

4.5 Minimizing and Addressing Displacement

Richland County will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, as well as implementing regulations at 49 CFR part 24, except where waivers or alternative requirements are provided for this grant. To this end, Richland County has in effect a residential anti-displacement and relocation assistance plan and will follow its provisions and requirements in connection with any activity assisted with funding under the CDBG program.



4.6 Program Income

Any program income resulting from programs/projects derived from CDBG-DR funds will be re-allocated to the purposes for which this plan has been developed. By doing so, the County will ensure that program income will aid in the continuing recovery process for Richland County and allow for the maximum benefits to be accomplished in the utilization of CDBG-DR funds.

4.7 Performance

Performance goals have been established in this Action Plan for each proposed use of CDBG-DR funding. Richland County will diligently track the performance of each program and project funded through the CDBG-DR program and will regularly document progress towards achieving performance goals.

As each project moves through implementation Richland County will evaluate performance reports and determine any corrective action as needed. Based on performance Richland County may determine the need to modify existing programs or create new programs. This effort will work in conjuncture with the ongoing needs assessment and together will determine any adjustments, enhancements, or improvements to the overall program and its implementation. Any changes to proposed CDBG-DR funded activities will be documented in an amendment to this Action Plan.

4.8 Plan Clarity and Citizen Participation

Richland County made concerted efforts to involve citizens and stakeholders in the development of this Action Plan including the identification of unmet needs and recovery programs and projects to address these needs. Richland County encourages open citizen participation and comment on the Action Plan and incorporated public concerns and comments into the Plan during the development process.

During the development of this CDBG-DR Action Plan, Richland County conducted 10 public meetings. These meetings were held throughout the County to provide opportunities for citizens to learn about the CDBG-DR program, describe impacts from the disaster, identify additional unmet needs, and inform the development of recovery programs and projects. Public meeting were advertised using a variety of media and outreach methods to help reach as many impacted residents and stakeholders as possible. Outreach included flyers, radio public service announcements, County website announcements, and announcements during gatherings at community and faith-based organizations.

Richland County also held 4 stakeholder meetings with individuals representing a cross-section of the County such as community leaders, elected officials, faith-based organizations among others. During these meetings stakeholders were given the opportunity to assist the County in identifying impacts and unmet needs from the disaster and discussing key recovery topics specific to their area of expertise. The following stakeholder engagement meetings were conducted to inform the development of this Action Plan:

- Civil rights
- Homeless
- School districts
- Elected officials

Richland County was also supported by multiple committees and organizations throughout the development of this Action Plan. These groups consisted of representatives from Local, County and State governments as well as non-governmental organizations such as non-profits, community organizations, and VOADs among



others. For additional information on these groups, their contributions and their responsibilities please refer to Section 1.2.

Notice of the preliminary plan for CDBG-DR funds is tentatively scheduled to be submitted to the local newspaper on DATE. Members of the public are invited to view the draft Action Plan prior to its submission during normal business hours of 9:00 a.m. to 4:00 p.m., Eastern Standard Time, Monday through Friday, at the Richland County Community Development Office, 1410 Laurens Street, Columbia, SC 29204. The draft plan will also be available for review on Richland County's website. Based on the County's Language Access Plan, this Action Plan will be made available in English, Spanish and Korean. Written comments may be mailed to the following address: Richland County Community Development Office, 1410 Laurens Street, Columbia, SC 29204. Electronic submission of public comments on this plan may be emailed to cranet@rcgov.us. Following the public comment period, this Action Plan will be updated and submitted to HUD for approval.

4.9 Substantial Amendment

If the need arises, this Action Plan will be amended in accordance with the Federal Register and all related HUD requirements. The following modifications will constitute a substantial amendment to this Action Plan:

- A change in program benefit or eligibility criteria
- The allocation or re-allocation of more than \$1 million
- The addition or deletion of an activity

Prior to submitting a substantial amendment, the County will work with its HUD representative to ensure the proposed change is consistent with the Federal Register and all other HUD requirements.



SECTION 5. PRE-AWARD IMPLEMENTATION PLAN

Per the *Public Law 114-113 Guide for Review of Financial Management of CDBG-DR Grantees*, “each grantee must submit Risk Analysis Documentation to demonstrate in advance of signing a grant agreement that it has in place proficient controls, procedures, and management capacity.” This is inclusive of the grantee’s ability to prevent duplication of benefits as defined by Section 312 of the Stafford Act, as well as demonstration that the grantee “can effectively manage the funds, ensure timely expenditure of funds, maintain a comprehensive website regarding all disaster recovery activities assisted with these funds, and ensure timely communication of application status to applicants for disaster recovery assistance.” Finally, the grantee must demonstrate that it has adequate policies and procedures to detect and prevent fraud, waste, and abuse.

In addition to the financial management review, each grantee is required to submit an Implementation Plan to describe the grantee’s capacity to carry out the recovery, including the operational and program management functions relative to CDBG-DR funding. Any capacity gaps must be identified and filled based on the plan and timeline outlined by the grantee. Richland County submitted its *Risk Analysis Documentation & Implementation Plan* (Plan) to the local HUD field office, in Columbia, SC, on July 22, 2016.

5.1 Financial Controls

As a recipient of federal funds, Richland County is subject to the Single Audit Act of 1984, as amended in 1996. The Single Audit Act, which standardizes requirements for auditing federal programs, requires review of all federal programs by an independent Certified Public Accountant (CPA) for compliance with program requirements and proper expenditure of funds. All findings of the Single Audit are reported directly from the CPA to the County Administrator.

The County submitted its most recent Single Audit produced in response to the most recent audit conducted in accordance with *2 Code of Federal Regulations (CFR) part 200, subpart F*, and its most recent financial statement prepared in accordance with *2 CFR 200.510*. Neither the Single Audit nor financial statement indicate that Richland County has material weaknesses, significant deficiencies, or questioned costs.

The Richland County Department of Finance has completed *P.L. 114-113 Guide for Review of Financial Management*. The County Department of Finance affirms that it has the requisite financial controls in place to account for the \$23,516,000 of CDBG-DR funding in a manner that is consistent with all federal and local accounting requirements.

As an entitlement community, Richland County receives an annual allocation under CDBG that requires similar financial management processes, policies, and procedures to those required by the CDBG-DR program. However, the County is aware that there are differences between the CDBG and CDBG-DR programs, and will make the necessary accommodations to comply with Public Law 114-113. Those accommodations are described in more detail throughout the Implementation Plan.

Richland County has standards to ensure that accounting records contain the appropriate information on the CDBG-DR grant award, authorizations, obligations, unobligated balances, assets, liabilities, expenditures, program income as defined by the Federal Register Notice, and interest. Specifically, the County has a centralized accounting system to support the grants management function. The Integrated Financial and Administrative System (IFAS) is managed and maintained by the Information Technology Department. Core users of the system include the Finance Department, Human Resources Department, and Procurement Office, although other departments also use the system. IFAS is an enterprise wide software application that is used



for Budgeting, Purchasing and Disbursements, General Ledger accounting, Billing and Receivables, and Human Resources (HR)/Payroll. It is a web-based application that allows the purchasing and budgeting process to be distributed to department users and allows for greater management control of expenditures through real-time financial reporting and online approvals. Access levels are customized according to staff function and department.

The Department of Community Development will use HUD's Disaster Recovery Grant Reporting (DRGR) system to draw down funds and report program income. These systems, though used for reporting critical program metrics to HUD, will be used as grant management tools by the Department as well.

In addition to electronic systems, supporting original or source accounting documentation is maintained in compliance with the County's record-keeping policies. These policies comply with the record keeping requirements specified in FR-5928-N-01.

The County understands that the DRGR system is HUD's official system of record to submit the detailed Action Plan for project setup, draw down funds, report program income, and submit Quarterly Performance Reports. The official system of record for County financial records and reporting is IFAS. County staff members attended HUD-hosted DRGR training in Denver, Colorado, on July 27-28, 2016. County staff members will be responsible for all DRGR project setup and data entry. The DRGR records and the County financial records and other reporting data points will be reconciled by County staff.

The County has established clear and actual lines of responsibility and approval authority, including separation of duties. CDBG-DR program finance is overseen by the Chief Financial Officer (CFO) who leads the Richland County Department of Finance. Within the CFO's office, the lines are drawn between financial management, monitoring, and compliance functions.

The Richland County Finance Office is responsible for maintaining the fiscal integrity of the County's financial records. This office reports results of the County's operations and changes in its financial position to various interested parties such as state and federal grantors, regulatory agencies, and concerned taxpayers.

Functions and Responsibilities of this office include:

- Accounts Payable – Provide payment for invoices to county vendors.
- Fiscal Auditing – Prepare Annual Financial Statements and other financial reports as required or requested by federal and state agencies, County Council, Administration, or financial markets.
- Budgeting – Create and Maintain the County's Annual Budget.
- Payroll Processing – Process and maintain employee time records, and issue employee payroll checks.
- Accounts Receivable – Process collections and payments for Water, Sewer, landfill, Retiree Insurance, and Employee Parking.

Accountability and financial transparency are not only required by the Federal Government where federal funds are used, but are hallmarks of a well-run government. As a leader in transparent financial reporting, Richland County is posting unaudited Budget Reports and Accounts Payable Check Register online with the Annual Comprehensive Annual Financial Report (CAFR) and Approved Budget.

The Richland County Finance Department prepares the CAFR in conformity with Generally Accepted Accounting Principles (GAAP) as applied to governmental units. Additionally, the County's reporting entity applies all relevant Governmental Accounting Standards Board (GASB) pronouncements. Proprietary funds,



governmental funds, and business-type activities apply Financial Accounting Standards Board (FASB) pronouncements and Accounting Principles Board (APB) opinions issued on or before November 30, 1989, unless those pronouncements conflict with or contradict GASB pronouncements, in which case, GASB prevails.

The Government Finance Officers Association (GFOA) has awarded Richland County with the Certificate of Achievement for Excellence in Financial Reporting every year since July 1, 1982.

5.2 Procurement

In addition to local and state law, procurement for CDBG-DR programs is governed by federal regulations under 24 CFR Part 570, 24 CFR Part 85, and 2 CFR 200.318-200.36. The Richland County Code (RCC) is the local body of law governing procurement activities. Please see <http://www.richlandonline.com/Government/Ordinances.aspx> for access to the RCC.

The Richland County Office of Procurement and Contracting is currently following the RCC and its own procurement standards where these standards are equally or more restrictive as the federal requirements. However, where the local procurement standards are less restrictive, the more stringent federal requirements will be followed for CDBG-DR programs. The County is currently revising its Procedures Manual to reflect procurement standards that comply with the specifications detailed in 2 CFR 200.318 through 200.326 (subject to 2 CFR 200.110, as applicable), where the local requirement contains a lesser standard than the federal requirements. Necessary proposed revisions will ensure that Richland County has documented procurement procedures that conform to State and local laws, regulations, and guidance in 24 CFR 200.318-326, including provision for procurement of recovered materials.

For each acquisition of services or items that will be funded by CDBG-DR funds, the County will adhere to the RCC, its Procurement and Contracting Procedures Manual, the Contracting Officer's Representative Operational Procedure, and all terms and conditions expressed in its contracting documents entitled *General Conditions* and *Home Rehabilitations Terms and Conditions*. All revisions to the Procedures manual are expected to be fully adopted upon the appointment of the new Director of Procurement and Contracting.

Per Federal Register Notice 5928-N-01, Part III, Management and Oversight of Funds, Section 2(a) Procurement, the County provides the following chart cross-referencing the RCC and Procurement & Contracting Procedures Manual to the statutory requirements in 2 CFR 200.318 – 200.326. Though the Procedures Manual identifies lines of responsibility, the listing below also provides this information. The County's procurement practices meet the federal requirements in 2 CFR 200.318-200.36 ensuring fair and open competition.



2 CFR Statutory Citation	Statutory Requirements	Richland County Office of Procurement & Contracting Procedures Manual	Richland County Responsible Department
2 CFR 200.318(a)	Documented procurement standards	RCC Chapter 2 Administration, Article III Administrative Offices and Officers, Division 9 Office of Procurement, Sections 2- 153-156 Sections 1-12 of Procedures Manual	Office of Procurement & Contracting
2 CFR 200.318(b)	Contractor oversight	RCC Chapter 2 Administration, Article X Purchasing, Division 5 Nondiscrimination in contract procedures; RCC Chapter 2 Administration, Article XI Inquiries and Investigations Contracting Officer’s Representative (COR) Operating Procedure, attached to Procedure Manual Home Rehabilitations Terms and Conditions “Contract Administration”	Office of Procurement & Contracting
2 CFR 200.318(c)	Conflict of interest provisions	RCC Chapter 2 Administration, Article IV Code of Ethics; RCC Chapter 2 Administration, Article X Purchasing, Section 2-592 Prohibited Contracts; RCC Chapter 2 Administration, Article X Purchasing, Division 3 Procedural Requirements, Section 2-620 Personal Interests Procedure Manual Section 7: Selection of Firms for Professional & Consulting Services Home Rehabilitations Terms and Conditions “Improper Influence”	Office of Procurement & Contracting
2 CFR 200.318(d)	Avoidance of unnecessary acquisition	RCC Chapter 2 Administration, Article X Purchasing, Division 3 Procedural Requirements, Section 2-619 Central supplies and Services	Office of Procurement & Contracting
2 CFR 200.318(e)	Promotion of economy (intergovernmental agreements / inter-entity agreements)	RCC Chapter 2 Administration, Article X Purchasing, Division 3 Procedural Requirements, Section 2-619 Central supplies and Services; Procedure Manual Section 8: Blanket Purchase Agreements; Section 9: Blanket Purchase Orders	Office of Procurement & Contracting
2 CFR 200.318(f)	Excess and surplus property	RCC Chapter 2 Administration, Article III Administrative Offices and Officers, Division 9 Office of Procurement, Section 2-153 Creation of the office of procurement, generally; RCC Chapter 2 Administration, Article X Purchasing, Division 3	Office of Procurement & Contracting



2 CFR Statutory Citation	Statutory Requirements	Richland County Office of Procurement & Contracting Procedures Manual	Richland County Responsible Department
		Procedural Requirements, Section 2-616 Sakes if County Property.	
2 CFR 200.318(g)	Value engineering clauses	Procedure Manual Section 5: Other Types of Bids	Office of Procurement & Contracting
2 CFR 200.318(h)	Responsible Contractors	RCC Chapter 2 Administration, Article X Purchasing, Division 1 Generally, Section 2-590 Definitions Procedures Manual Section 4: Requests for Bids; Section 7: Selection of Firms for Professional & Consulting Services	Office of Procurement & Contracting
2 CFR 200.318(i)	History of Procurement	RCC Chapter 2 Administration, Article X Purchasing, Division 3 Procedural Requirements, Section 2-617 Purchasing Files	Office of Procurement & Contracting
2 CFR 200.318(j)	Use of Time and Material Contracts	Procedures Manual, Introduction and Background	Office of Procurement & Contracting
2 CFR 200.318(k)	Settlement of contractual and administrative issues	RCC Chapter 2 Administration, Article III Administrative Offices and Officers, Division 7 County Attorney, Section 2-143 Settlement of Claims; RCC Chapter 2 Administration, Article X Purchasing, Division 3 Procedural Requirements, Sections 2-621.1 Authority to resolve protested solicitations and awards, 621.2 Authority to Debar or suspend; 621.3 Authority to resolve contract and breach of contract controversies Procedures Manual Section 7: Selection of Firms for Professional & Consulting Services General Conditions #s 16, 25, 52, , 53, 58 Home Rehabilitations Terms and Conditions "Default", "Defective Work", "Dispute Resolution", "Governing Laws/Disputes", "South Carolina Law Clause", "Termination"	Office of Procurement & Contracting
2 CFR 200.319	Competition	RCC Chapter 2 Administration, Article X Purchasing, Division 2 Competitive Purchasing Policy, Section 2-598-614; Chapter 2, Article X, Division 3 Procedural Requirements Procedures Manual Section 3: Advertisement	Office of Procurement & Contracting



2 CFR Statutory Citation	Statutory Requirements	Richland County Office of Procurement & Contracting Procedures Manual	Richland County Responsible Department
2 CFR 200.320	Types of Procurement	RCC Chapter 2 Administration, Article X Purchasing, Division 2 Competitive Purchasing Policy, Section 2-598-614; Chapter 2, Article X, Division 3 Procedural Requirements Procedures Manual Section 2: Source selection; Section 4 Requests for Bids (RFP); Section 5 Other Types of Bids; Section 6 Request for Information & Competitive Proposals; Section 7: Selection of Firms for Professional & Consulting Services; Section 8 Blanket Purchase Agreements (BPA); Section 9 Blanket Purchase Orders; Section 10: Quotations; Section 11 Sole Source Procedures; Section 12 Emergency Purchasing	Office of Procurement & Contracting
2 CFR 200.321	MBE/WBE, Surplus provisions	RCC Chapter 2 Administration, Article X Purchasing, Division 6 Minority Procurement Requirements; RCC Chapter 2 Administration, Article X Purchasing, Division 7 Small Business Enterprise Procurement Requirements	Office of Procurement & Contracting
2 CFR 200.322	Procurement of recovered materials	To be addressed in Procedure Revision	Office of Procurement & Contracting
2 CFR 200.323	Contract cost and price	RCC Chapter 2 Administration, Article X Purchasing, Division 1 Generally, Section 2-593 Contract Authority; RCC Chapter 2 Administration, Article X Purchasing, Division 2 Competitive Purchasing Policy, Section 2-600 Procurement of professional services, Section 2-601 Competitive sealed proposals; 2-608 Invitation to Bid, 2-609 through 2-614 RCC Chapter 2 Administration Procedures Manual Section 10: Quotations Procedures Manual, Introduction and Background Home Rehabilitations Terms and Conditions "Covenants Against Contingent Fees", "Responsibility"	Office of Procurement & Contracting
2 CFR 200.324	Federal Pass through	Procedures Manual, Introduction and Background	Office of Procurement & Contracting
2 CFR 200.325	Bonding	RCC Chapter 2 Administration, Article X Purchasing, Division 4 Performance Bonds	Office of Procurement & Contracting



2 CFR Statutory Citation	Statutory Requirements	Richland County Office of Procurement & Contracting Procedures Manual	Richland County Responsible Department
2 CFR 200.326	Federal contract provisions	Procedures Manual, Introduction and Background General Conditions #s 2, 4, 8, 21, 22, Home Rehabilitations Terms and Conditions “Acts, Laws, and Regulations”, “Affirmative Action”, “Anti-kickback Procedures”, “Drug Free Workplace Act”, “Environmental Hazards”, “Equal Employment Opportunity”	Office of Procurement & Contracting

5.3 Prevention of Duplication of Benefits

Federal law prohibits any person, business concern, or other entity from receiving federal funds for any part of such loss as to which he/she has already received financial assistance under any other program, private insurance, charitable assistance or any other source. Such duplicative funding is called Duplication of Benefit (DOB). This prohibition laid out in the Stafford Act, as amended, is a significant added layer of regulation not found within the County’s entitlement CDBG program. This is a new regulation with which the County will comply for its CDBG-DR grant.

Pursuant to the Stafford Act, the County will establish and follow policies and procedures to uphold the safeguard against DOB within its program guidelines for each eligible activity. Understanding that prevention of DOB is especially critical in the context of housing programs, the County has established a framework for identifying potentially duplicative sources of funds and reducing documented duplications from potential project awards prior to any award actually being made.

During the application period and eligibility determination, a case manager will document sources of funds received or approved from private insurance, SBA, FEMA, and / or volunteer organizations (including in-kind assistance) used for the same purpose that the CDBG-DR award will be intended. Once sources have been identified and after determining an applicant’s remaining unmet recovery need, any sources of funds previously received for the same recovery need will be deducted except where those funds were spent on activities allowable per Stafford Act and HUD guidance, sometimes known or referred to as Allowable Activities. Allowable Activities will not result in a reduction of the final award. Additionally, per the Federal Register Notice and longstanding HUD guidance, forced mortgage payoffs will not be considered duplicative, as those funds were never available to the applicant.

We understand that applicant benefits from FEMA, SBA, and insurance can be a moving target with additional funds received much later than initial payouts or due to appeals and litigation. Further, all funding sources may not be known at the time of application. Therefore, Richland County will continuously monitor program applicants and perform its due diligence to verify benefits that may have been secured from FEMA, SBA, private insurers, charitable contributions, and any other available financial assistance after the date of application. Late or additional benefits from other sources can also result in a change to the outcome of the award amount for which an applicant is ultimately eligible. Applicant awards may have to be adjusted as new sources are identified to prevent DOB and minimize recapture.



The County has already secured FEMA and SBA data that it will use as a part of its DOB analysis and is working to put agreements in place to obtain updated data feeds. Further, the County has already established relationships with volunteer organizations that have provided assistance to disaster-affected citizens. The County will work to leverage these relationships and applicant release forms to obtain additional DOB data from philanthropic sources.

As a part of its case management process, the County will require applicants to execute an Application for Assistance that will include an Income Certification, Insurance Certification and Release, Philanthropic Release of Information, and Subrogation Agreement, which will become part of each applicant's record. These documents will hold each applicant accountable for the accuracy of information provided and also give the County recourse if it is determined at a later time that applicants received other financial assistance not identified at the time of application.

If a duplication of benefit arises within the term of the applicant benefit delivery and compliance/monitoring period, Richland County will adhere to the guidelines set forth in OMB Circular A-87 and the Stafford Act (Chapter 37 of Title 31) for recapture of funds. Beneficiaries of CDBG-DR program funds will be informed of fund recapture in an agreement executed with the County if it is determined that a DOB exists. RCCD will bear responsibility for ensuring compliance with DOB regulatory requirements at the eligibility stage, and for monitoring latent additional funding sources.

5.4 Timely Expenditures

Per Federal Register Notice 5938-N-01, CDBG-DR funds must be expended within a 6-year time frame beginning on the date the grant agreement is signed by HUD. However, we understand that HUD will periodically review the County's progress in drawing down funding from its Line of Credit (LOC). Richland County will review in-house expenditures and beneficiary expenditures to ensure that funds are spent on eligible costs and in a timely manner. Project funds and schedules will be monitored by Richland County's Finance Department, the Department of Community Development, the County's planning and management consultant(s), and ultimately audited through the County's independent audit function.

As Richland County is an entitlement community, County staff members already have experience with monitoring the expenditure rate of its annual CDBG allocation. With the County's current allocation of CDBG funds, Richland County's Department of Community Development maintains detailed spreadsheets monitoring the expenditure of funds and project schedules. Considering that the CDBG-DR grant to the County is more than 23 times the usual annual allocation, the County will adapt and enhance its current processes by establishing standard tracking mechanisms, processes, and templates to ensure consistency and continuity among program activities. Richland County will also maximize its use of technology to support and augment any standard processes instituted to ensure timely expenditure of funds.

Richland County will hold all contractors accountable through the establishment of benchmarks and other critical milestones. Contractors will be required to provide detailed reports concerning expenditure of funds and project progress to the County upon its request. Frequency of reporting will be established on a per project basis given the potential varied nature of eligible activities that the County may choose. It is expected that the County will require contractors to provide monthly reports; however, due to the varying nature of each project, specific projects may be asked to provide those project updates more frequently.

The County expects, at this time, that it will administer all CDBG-DR programs and will use contractor augmentation to execute implementation. When contracting with contractors or other recipients, the County



will establish certain benchmarks that must be achieved prior to the release of funding. As a part of its contractual obligations to the County, contractors will be required to present the County with a plan on how they will implement procedures to reach the determined benchmarks. Each contract with contractors will require that penalties be implemented for failure to reach benchmarks. In addition to ensuring that contractors are meeting project timelines, these benchmarks will allow the County to project expenditures for each individual project.

Per Federal Register Notice 5938-N-01, Richland County will submit a projection of expenditures and an outcomes plan to HUD within 120 days after the initial Action Plan has been submitted through the DRGR system. Revised projections will be sent to HUD when program changes impact projected outcomes, funding levels, and recovery timelines. We understand that HUD will use this information to track the County's proposed versus actual performance. It will serve as a tool to measure overall performance, as well as project-specific performance. The County will aggressively monitor its contractors, using benchmarks, milestones, and projections as a means to prevent bottlenecks in the process while also minimizing delays in expending funds for eligible project activities.

Richland County has a variety of unmet needs, and as such will undertake a variety of projects to meet those needs. We understand that some projects/programs may take longer than others to implement and complete. In an effort to demonstrate consistent progress towards recovery, the County will direct attention toward those programs furthest along in development, with an eye toward eliminating internal regulatory barriers that limit its ability to move forward on projects that are critical to the community's resilience and sustainability efforts, such as drainage and larger infrastructure projects. These projects may take longer to plan and coordinate. The County will consider how it may phase longer term projects to demonstrate progress.

Using the project monitoring tools, the County will identify any project that appears to be stalled or which has not commenced in a timely manner. Corrective action plans will be established to get the projects back on target. Corrective actions may include reassignment of work packages to other contractors or reprogramming of funds to other projects. Once the program activities are defined, specific parameters for project timelines and corrective measures will be detailed within the Action Plan.

5.5 Management of Funds

Richland County will ensure that the appropriate protocols are in place to manage the CDBG-DR funds and to incorporate measures to prevent any fraud, waste, and/or abuse of government funds. The County will use its existing protocols and resources supplemented by its planning consultant(s) to assist with the development of policies, procedures, and other program resources to effectively manage program funds.

5.5.1 Documentation and Monitoring

Richland County understands its fiduciary duty to ensure proper disbursement of grant funds for eligible activities. Richland County will remain in compliance with applicable CDBG-DR rules and regulations, as well as other applicable federal regulations such as Office of Management and Budget Circulars A-87, A-133, 2 CFR 200.318 - 326 and 24 CFR Part 85 (Uniform Administrative Requirements) in the management of the CDBG-DR funds. Richland County will institute measures to detect, investigate, and mitigate fraud, abuse, and mismanagement related to accounting, procurement, and accountability. The County will adhere to the conflict of interest provisions referenced at 24 CFR 570. While HUD will monitor the compliance of the County Department of Community Development, the County Department of Community Development will:



- Fund only expenditures that are eligible CDBG activities, address disaster-related needs directly related to the approved natural disaster, and meet at least one of the national CDBG objectives.
- Document that all program activities meet a national objective, address disaster-related needs, and are eligible activities.
- Document all program costs and maintain supporting documentation for all administration costs incurred and activities undertaken.
- Develop a monitoring policy that will outline the activities that will be monitored and the compliance parameters for each activity, including frequency of the monitoring activities. The County envisions that it will monitor project activities no less than quarterly to ensure compliance and timely expenditure of funds. We anticipate that monitoring activities will include project and applicant file review, as well as on-site visits to projects. The County will utilize resources including written monitoring and technical assistance guidelines, checklists, and policies and procedures that will be developed specifically for the CDBG-DR program activities selected for implementation, using existing CDBG resources and HUD's Disaster Recovery Monitoring Checklist as a template for their creation.
- Build monitoring and compliance requirements into all contracts executed with vendors, professional services, and construction contractors. Vendors will be required to submit project performance reports, financial status reports, and documented requests for reimbursement/invoicing for the duration of contract periods.
- Provide a quality assurance (QA) / quality control (QC) function for internal checks-and-balances, including random sample file audits as a self-check. This will include source documentation file audits conducted monthly by Department of Community Development staff, as a first-level internal check.
- Use the HUD-provided DRGR contracts management system and upload all quarterly performance reports (QPR) to that system. The County will develop QPRs that will be submitted to HUD no later than 30 days following the end of each quarter after grant award, and continuing until all funds have been expended and all expenditures have been reported. Each quarterly report will include information about the uses of funds during the applicable quarter including (but not limited to) the project name, activity, location, and national objective; funds budgeted obligated, drawn down, and expended; the funding source and total amount of any non-CDBG Disaster Recovery funds to be expended on each activity; beginning and completion dates of activities; achieved performance outcomes; and the race and ethnic status of persons assisted under direct-benefit activities. The County will also post the submitted Quarterly reports to its official website.
- Enter its Action Plan for Disaster Recovery, including performance measures, into HUD's DRGR system. As more detailed information about uses of funds is identified by the County, it will enter such detail into DRGR.
- Develop and implement corrective actions if any weaknesses are identified during monitoring activities.

In addition, the County Council has authorized the County Administrator to hire an independent auditor who will report directly to the County Administrator. The Auditor's ultimate responsibility will be to ensure compliance with CDBG-DR rules and regulations as prescribed under Public Law 114-113, and prevent occurrences of fraud, waste, and abuse of these federal funds. The Auditor will test for compliance with financial standards and procedures including procurement practices and cost reasonableness investigations for all operating costs and grant-funded activities. All program expenditures will be evaluated to ensure they are necessary and reasonable, allocable, and made in accordance with Generally Accepted Government Auditing Standards (GAGAS).

5.5.2 Anti-Fraud, Waste, and Abuse



Richland County has developed an Anti-Fraud, Waste, and Abuse (AFWA) policy specifically for its CDBG-DR program. Once this policy is approved, it will be posted to the Flood Recovery Website.

To assist with identifying suspected fraud, waste, or abuse, the County will set up links on its Flood Recovery website for anyone to report suspect actions. The link will be connected to an email address that will be monitored daily. In addition, a potential complainant will be able to call or submit a handwritten complaint by mail or deliver it in person. All details of these contact options will be published on the website and contained within the final version of the AFWA policy.

Any discovered, suspected, or reported fraud, waste, and abuse within the CDBG-DR programs will be documented and reviewed. The disposition of the incident will be documented in a written decision. Any corrective or disciplinary actions will be carried out in accordance with Richland County law and County personnel rules. Suspected fraud that requires further investigation and proven fraud situations will be referred to the CDBG-DR Program Manager or Deputy Program Manager, County Administrator, and HUD Office of the Inspector General (OIG).

5.5.3 Conflict of Interest

The County will adhere to the conflict of interest provisions reference at 24 CFR 570.611. Further, the County has adopted a high standard within its Code of Conduct Provisions that is consistent with 24 CFR 570.611. These provisions can be found within Richland County Code, Chapter 2, Article IV Code of Ethics.

5.5.4 Personally Identifiable Information

The Department of Community Development will follow existing practices to protect Personally Identifiable Information (PII) of program beneficiaries. All PII collected shall be conducted, to the extent applicable, in compliance with the Privacy Act (5 U.S.C. 552a) and all other federal, state, and local laws.

5.6 Comprehensive Disaster Recovery Website

Richland County has established a website, <http://rcgov.us/floodrecovery>, to keep the public informed about flood recovery activity and resources. The website is maintained by the County’s Public Information Office. It is accessible through the main page of the County Government website. The County will maintain this website throughout the recovery period.





The flood recovery website will serve as the primary repository of information for the County's disaster recovery actions and resources, and will contain links to all action plans, action plan amendments, QPRs, the Citizen Participation Plan, procurement policies, procurement notices/advertisements, notices of public meetings, executed contracts, activity/program information for activities described in the action plan, and other information relevant to the CDBG-DR program funds. Updates to the dedicated disaster recovery website will be made in conjunction with any new activity associated with the CDBG-DR program action plan and funds. Further, any new documentation created in support of the CDBG-DR program will be published to the website within 5 business days of the final approved publication date.

Constituents will be able to lodge complaints via an email link on the website, as well as through non-electronic means. The email address for complaints will be monitored daily. The County will respond promptly within 15 days of receipt of each complaint. The CDBG-DR Deputy Program Manager will monitor the email address, log all complaints, and coordinate to provide responses.

Materials that will be published to the website in languages other than English, in compliance with the County's Language Access Plan, will include:

1. Action Plan
2. Action Plan Amendments
3. Citizen Participation Plan
4. Language Access Plan
5. Public Meeting Notices
6. Anti-Fraud, Waste and Abuse Policy
7. Program Applications and Required Forms
8. Program Guidelines
9. Complaint and Appeals policies.

All other documents will be made available in a language other than English upon request.

A QPR will be submitted to HUD no later than 30 days following the end of each quarter after grant award, and continuing until all funds have been expended and all expenditures have been reported. No less than 3 days prior to submitting to HUD, the County will post the QPR to the website for public comment. In addition to these required reports, the County will also post its procurement policies, executed CDBG-DR contracts, as well as the status of services or goods currently being procured by the County.

5.7 Timely Information on Application Status

Effective communication is one of the lynchpins of success in delivering programs, particularly in the wake of a disaster. Richland County will, at a minimum, engage in a two-tiered applicant communication strategy, with larger program-wide information being made available on the County's disaster recovery website and proactive case management to move applicants along within program processes, notifying applicants of status at each critical juncture.

Richland County believes that an effective and comprehensive communications strategy will better allow community access and create a culture of personal resilience and sustainability. The County has been proactive in engaging the community in an effort to create this culture, using the disaster recovery website as a clearinghouse of resources for community stakeholders. The County intends to maintain this website as the



central repository of information to connect citizens to resources available from the CDBG-DR program activities we undertake.

The County understands that a lack of information about program resources, progress, filed claims, and applications for assistance can exacerbate frustration in potential program beneficiaries. Further, the processes required to deliver benefits, particularly in housing-related activities, are multi-step complex processes that require extensive documentation. The incremental steps within a program require time, and often patience. To mitigate the anxiety of applicants and keep them apprised of application progress, Richland County will need to institute systems that allow for real-time status updates to applicants upon request. Although the County will not know the volume of case management needed until outreach and intake activities begin, we anticipate instituting the following status update options:

- Providing direct access to an applicant’s designated case manager
- Monitoring case manager caseloads and adjusting as necessary to keep caseloads at reasonable levels that will ensure frequent applicant contact
- Sending electronic status notifications after critical milestones have been achieved, as well as outlining next steps
- Sending printed status updates to applicants who do not have access to electronic media
- Facilitating face-to-face consultations with case managers
- Monitoring after-hours voicemail systems daily, and instituting a policy of return calls within a specified timeframe of voicemail receipt
- Providing case manager email contact information to applicants.

One additional status-related issue that applicants may encounter is a program decision that the applicant considers adverse. The County will institute both a complaint and an appeals process to address citizen concerns and applicant grievances.

Complaints or grievances will be reviewed and a response will be issued within 15 business days, as required by HUD in the Federal Register notice. Where a complaint or grievance cannot be resolved within 15 days, the aggrieved party will be notified, in writing, of the expected timeline or process for resolution. Applicants will be notified of the complaint process at application intake, and information about the complaint process will be posted to the County’s disaster recovery website.

Appeals of program decisions will be acknowledged within 15 days of receipt and resolved according to the appeals process that will be developed for each of the program activities the County chooses to undertake. Applicants will be notified, in writing, of their opportunity to appeal decisions and the process for appealing at the application stage of the process. They will be reminded of their right to appeal through details provided on all program status notifications. Information about the appeals process will also be posted to the County’s disaster recovery website.

5.8 Capacity Assessment

Since 2002, Richland County has received an average annual allocation of approximately \$1,000,000 in CDBG entitlement funds. The County typically uses its program dollars to support three broad program areas—Homeowner Assistance, Financial Empowerment, and Neighborhood Revitalization. Specific programs include homeownership assistance and rehabilitation, emergency home repair, neighborhood revitalization, public improvements, and stimulus projects.



Through delivery of these programs, County staff members have already delivered programs in compliance with many of the regulatory requirements mandated under Federal Register Notice 5398-N-01 for CDBG-DR funding because they overlay the CDBG Entitlement Program. However, there are some additional regulations and/or alternative requirements that the County will be required to implement as a part of the CDBG-DR program. Although the County has the general programmatic and financial infrastructure in place, it will need additional support to efficiently manage the \$23.5 million allocation under the CDBG-DR program. The County understands that it will need supplemental staffing and has already undertaken steps to secure this support. Further determinations to add staff members will be made upon identification of the activities the County will undertake with the CDBG-DR funds.

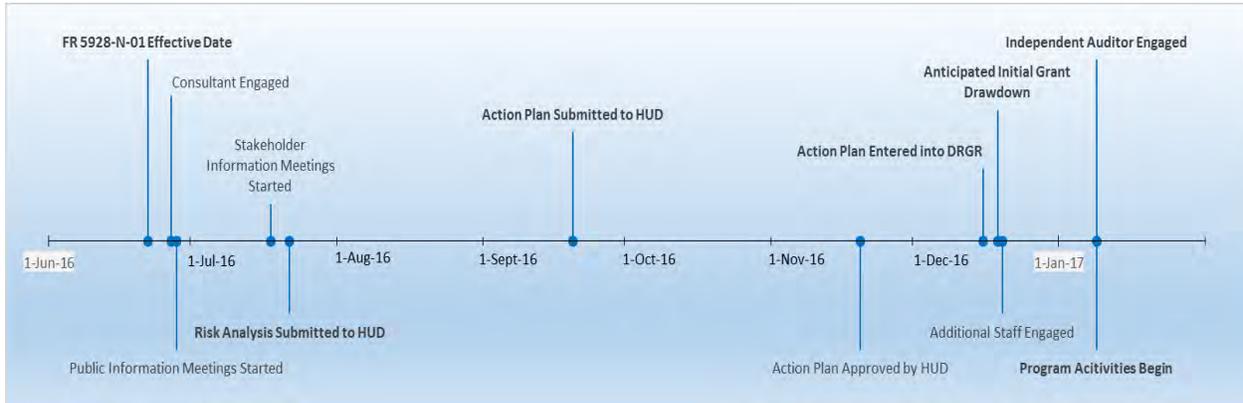
The County has hired a planning and program administration consultant to assist with the Action Plan and Needs Assessment. The County also understands that it will have to undertake program management responsibilities covering various activities potentially in the areas of housing, infrastructure, and economic development. Due to the County's limited staffing capacity, it does envision hiring and procuring the necessary staffing and expertise to augment the County's current staff. The County anticipates acquiring both direct staff members and supplemental staff through the hired consultant in a staged manner to ramp up operations as needed, rather than hiring *en masse* prior to the signing of the grant agreement. By creating a staged hiring strategy, the County can most effectively conserve and use its limited resources.

The County plans to use professional consultants to assist with carrying out activities under the grant. The consultants will provide technical assistance to County staff, assist with developing standard operating procedures and program policies and procedures, provide environmental review, estimate and inspect services, assist with general program management, and provide other resources as necessary to fulfill the County's obligations under the grant. The priorities identified during the Action Planning process will assist in the County's assessment of the resources that may be needed to support program management functions.

The County has already hired a consultant to support its Action Plan process and to provide some auxiliary services to support activities in connection with program planning. The County's consultant will provide the following services:

- Environmental Review
- Inspection and Cost Estimating
- Title & Appraisal Services
- Uniform Relocation Act Assistance
- Supplemental Staffing
- Intake Application Review.

Below is a general timeline that highlights critical statutory and program milestones for delivery of the CDBG-DR Program. The timeline includes proactive steps taken to date, as well as the projected timeline for ramping up additional capacity once the Action Plan is approved.



The County has identified the departments responsible for functions of the CDBG-DR program:

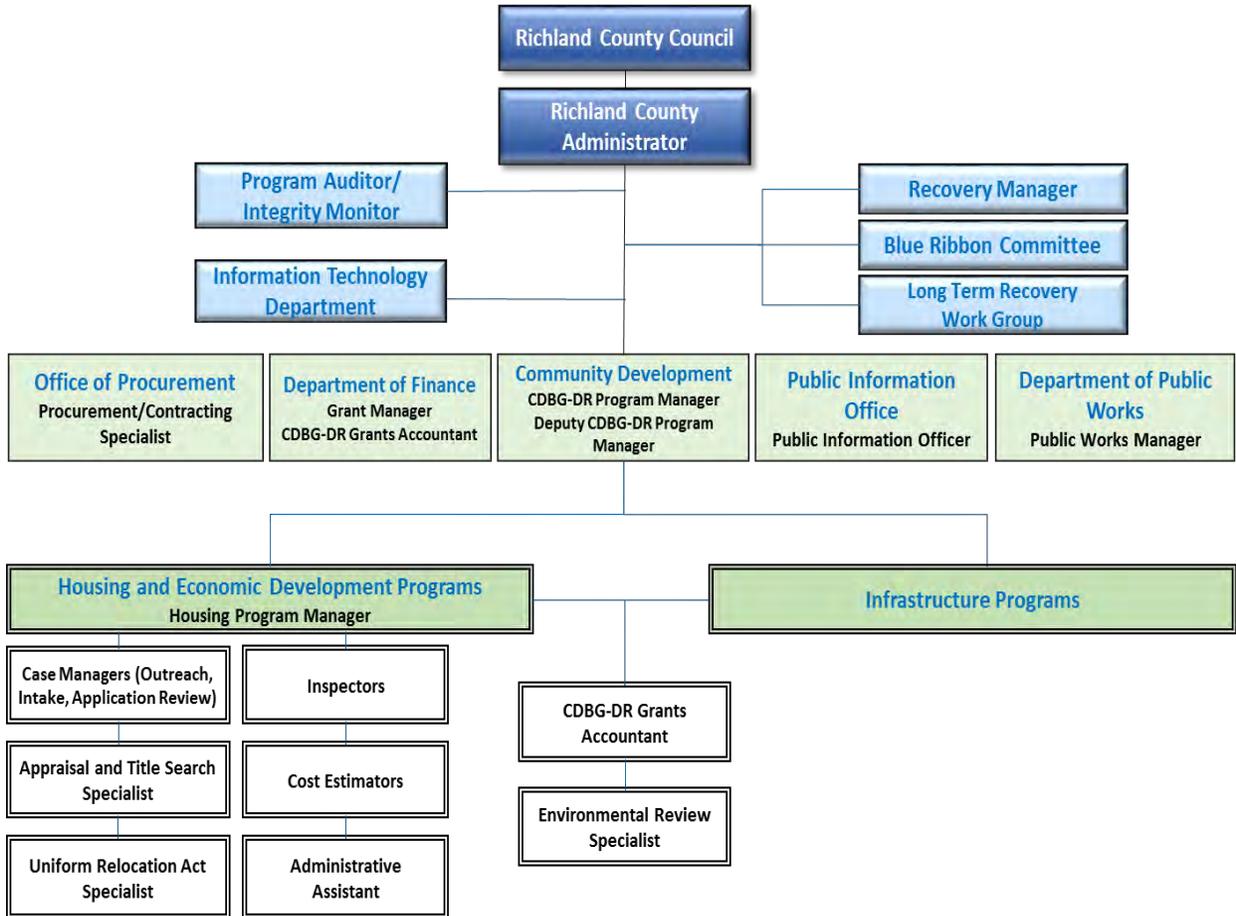
County Department or Office	Responsibility
Office of the County Administrator	General oversight of CDBG-DR program delivery. Coordination of all departments in the delivery of the CDBG-DR programs. The Independent Auditor will report directly to the County Administrator.
Office of Emergency Management	Liaison between FEMA and Richland County in determining preliminary damage estimates; information will be used to determine unmet need and DOB analysis; also used to connect affected citizens to resources.
Information Technology Department	Maintains IFAS; supports technology needs of County departments.
Public Information Office	Maintains comprehensive communications strategy for program activities including the disaster recovery website http://rcgov.us/floodrecovery .
Department of Finance	Implements financial controls and sound financial management practices to ensure financial compliance and timely expenditure of funds.
Office of Procurement & Contracting	Manages contracts for professional services and construction to ensure compliance with procurement and contractual obligations.
Public Works Department	Manages program activities for infrastructure projects including damage estimates; advises on appropriate resilience and sustainability measures that would potentially mitigate and/or prevent future flooding.
Department of Community Development	Responsible department for CDBG-DR funding. Coordinates departments in delivery of CDBG-DR programs, including program design and quality control functions. Provides general oversight and management for all housing and economic development programs, including DRGR maintenance, internal monitoring, case management, eligibility certification, and environmental compliance.

5.9 Staffing

Although the County has existing staff resources, it will also maximize use of the resources available through its partners. There are organizations in the community that have been critical to the response process. These organizations already have resources in place that could be tailored to meet needs under the County’s CDBG-DR programs. As the County is developing its staffing model, it will consider all options and determine what the most reasonable staffing model looks like in relation to the program activities it will undertake.



The County’s staffing model will be flexible to accommodate the needs associated with program activities. As the programs get underway, the County will make the appropriate adjustments to accommodate the work load. The organizational chart in this section shows the various functions that will be associated with program activities.



Note that the Housing Program Manager position is specifically called out in this organizational chart. Program Management functions for Economic Development and Infrastructure will be handled by the CDBG-DR Program Manager and the Public Works Manager, respectively.

The County has existing staff members who will fulfill the roles of:

- Information Technology Specialist
- Procurement/Contracting Specialist
- CDBG-DR Program Manager
- Public Information Officer
- Public Works Manager
- Case Manager
- Inspector



The County has hired the following position in support of the planning and implementation:

Deputy Program Manager for CDBG-DR, within the Department of Community Development.

The County expects to hire the following positions:

- **Independent Auditor** – will be hired through the County and accountable to the County Administrator
- **Grant Manager** – will be hired through the Department of Finance or contracted through existing consultant
- **CDBG-DR Accountant** – will be hired through the Department of Community Development or contracted through existing consultant
- **Housing Program Manager** – will be hired through the Department of Community Development or contracted through existing consultant
- **Case Managers** – will be in addition to existing staff members to augment capacity as needed, contracted through existing consultant
- **Appraisal and Title Search Specialists** – will be contracted out depending on program activity needs
- **Uniform Relocation Act Specialist** – will be contracted out through existing consultant as needed, depending on program activity requirements
- **Inspectors** – will be in addition to existing staff members to augment capacity as needed, contracted through existing consultant
- **Cost Estimators** – will be contracted out through existing consultant
- **Environmental Review Specialist** – will be contracted out through existing consultant
- **Administrative Assistant** – will be hired through the County Department of Community Development.

5.10 Internal and Interagency Coordination

Several departments within Richland County will share in the implementation responsibilities for the CDBG-DR grant, as described above in the Capacity section. However, the County Administrator's Office will be ultimately responsible for ensuring internal and interagency coordination and communication among the various departments. Coordination has already begun as evidenced by the response phase immediately after the floods in October 2015. As the programs evolve, it may be necessary to expand the responsibilities under any given department.

As a part of this process, department leaders have been informed of the types of responsibilities they will be tasked with under the grant. To the greatest extent possible, the County will standardize its processes and program templates so that each department is well versed in the logistics associated with each program activity. The County will develop a simplified work-flow of activities based upon the setup of each program to be codified in the policies and procedures manuals for each program. Upon program startup, department managers will establish timelines and milestones that will be communicated to each department head.

In addition to the interdepartmental cooperation that has already resulted in deployment of resources to affected citizens, the County has established both the Richland County Disaster Recovery Working Group (Working Group) and the Blue Ribbon Advisory Committee (Advisory Committee) to open communication channels and relationships that will support implementation of recovery activities. Both of these groups, more fully described below, will continue to provide critical services in development and implementation of CDBG-DR programs.



5.10.1 Richland County Disaster Recovery Working Group

The Working Group has provided oversight and strategic direction as we move through the Action Plan development process. The Working Group consists of representatives of the following local departments:

Departments	Offices (if applicable)
Building Codes and Inspections	
Business Operations	Geographic Information System (GIS) and Mapping Information Technology Procurement
Community Development	
Conservation	
Executive	Administration Public Information
Planning and Development	
Public Safety	Emergency Services
Public Works	Engineering Stormwater

The Working Group has participated in meetings on an approximately bi-weekly basis, and provides historical and local context to the disaster. This includes provision of any related data and information relevant to individual members’ areas of responsibility. The Working Group offers guidance related to their fields of expertise, assistance with public outreach, and participation in the development of programs and projects funded through the CDBG-DR program.

The Working Group also provides assistance to ensure that recovery activities are feasible and consistent with other local and regional efforts. When establishing goals and identifying recovery programs and projects, the Working Group verifies consistency with other planning and related departmental efforts.

5.10.2 Richland County Blue Ribbon Advisory Committee

The Advisory Committee consists of local stakeholders who form a diverse and knowledgeable representation of the County and various local communities. The Advisory Committee meets regularly and operates in an advisory capacity for the Working Group and County Council. The Advisory Committee includes representatives from stakeholder groups throughout the County, including:

Stakeholder Group	Sub-group (if applicable)
Richland County Government	Chair of Council Vice Chair of Council Assistant County Administrator Recovery Manager
Municipalities in County	Eastover Irmo Forest Acres Blythewood Arcadia Lakes



Stakeholder Group	Sub-group (if applicable)
Gills Creek Watershed Association	
Sustainable Midlands	
Conservation Commission	
Volunteer Organizations Active in Disaster (VOAD)	United Way Lower Richland Ministerial Alliance
State Emergency Management	
Lower Richland County Representatives	
Underserved Populations Representatives	

The Advisory Committee was charged with helping to steer the overall direction of the Action Plan and ensuring that as many stakeholder groups and interests are included in the planning process as possible. Throughout the process, the Advisory Committee has supported public engagement strategies, identified unmet needs, and assisted with identification and prioritization of programs and projects proposed for CDBG-DR funding.

5.11 Technical Assistance

The County anticipates that the level of technical assistance will not be in high demand for this grant because the County will be administering the grant directly. However, we will coordinate with HUD to obtain contacts of technical assistance providers or engage a vendor, through formal procurement, should the need arise. To date, Richland County has benefitted from the HUD-provided technical assistance supporting implementation plan development.

Richland County’s staff will be provided with all training necessary to ensure that activities funded under this Action Plan are correctly administered. As mentioned before, the County has already hired an experienced CDBG-DR consultant to assist with the Action Plan process and Program Management and Implementation.

HUD-provided technical assistance to County leaders and department heads has been beneficial to date—outlining specific requirements of the Federal Register Notice along with guidance relative to best practices that should be considered by the County as it undertakes activities under the CDBG-DR program. Further, County staff members have attended HUD-provided training through the 2016 CDBG-DR webinar series, and have access to these resources, as well as the HUD CDBG-DR program management tools through the HUDEXchange.info website. Finally, County staff members attended the July 27-28 DRGR training in Denver, Colorado.

The County plans to consult with HUD on an as-needed basis for general policy guidance or clarification of statutory requirements, though we do understand there are limited resources. Although the County anticipates that the disaster recovery grant will be managed out of the Columbia, South Carolina, HUD Field Office, we will consult with both our Regional Field Office and HUD Headquarters in Washington, DC, as needed to seek solutions to issues.

Technical assistance will be provided to contractors and sub-recipients on a consistent basis to ensure they are up to date on the most current disaster recovery information and program requirements. This will be accomplished through training sessions, webinars, presentations, or other communication tools.



5.12 Accountability

RCCD is the administering agency for the CDBG-DR grant. Within the Department of Community Development, the responsible party for program oversight and implementation is the CDBG-DR Program Manager. The CDBG-DR Program Manager is responsible to the County Administrator's Office and HUD. The County Administrator is accountable to the Richland County Council and will report on activities directly. The Assistant County Administrator, who is tasked with program coordination among County agencies and other stakeholders, will report directly to the County Administrator.

The County Administrator will serve as authorized signatory of the contract between HUD and the County, will authorize major contracts, and will change orders. The Chief Financial Officer or County Administrator will certify to financial reporting, as appropriate for the reporting mechanism. The Chief Financial Officer at the Department of Finance will oversee compliance and monitoring, financial management, and oversight of the HUD line of credit, including management of timely expenditures.

The Director of Community Development will serve as the lead point of contact for HUD related to monitoring and compliance and issue resolution. The Deputy CDBG-DR Program Manager will oversee daily operations of the program, including applicant intake and eligibility, construction and contract management, policy and procedure, public information, and reporting, including management of the DRGR system.



SECTION 6. CERTIFICATIONS

Richland County makes the following certifications with this action plan:

- a. Richland County certifies that it has in effect and is following a residential anti-displacement and relocation assistance plan in connection with any activity assisted with funding under the CDBG program.
- b. Richland County certifies its compliance with restrictions on lobbying required by 24 CFR part 87, together with disclosure forms, if required by part 87.
- c. Richland County certifies that the action plan for Disaster Recovery is authorized under State and local law (as applicable) and that Richland County, and any entity or entities designated by Richland County, and any contractor, subrecipient, or designated public agency carrying out an activity with CDBG-DR funds, possess(es) the legal authority to carry out the program for which it is seeking funding, in accordance with applicable HUD regulations and this notice. Richland County certifies that activities to be undertaken with funds under this notice are consistent with its action plan.
- d. Richland County certifies that it will comply with the acquisition and relocation requirements of the URA, as amended, and implementing regulations at 49 CFR part 24, except where waivers or alternative requirements are provided for in this notice.
- e. Richland County certifies that it will comply with section 3 of the Housing and Urban Development Act of 1968 (12U.S.C. 1701u), and implementing regulations at 24 CFR part 135.
- f. Richland County certifies that it is following a detailed citizen participation plan that satisfies the requirements of 24 CFR 91.105 or 91.115, as applicable (except as provided for in notices providing waivers and alternative requirements for this grant). Also, each UGLG receiving assistance from a State grantee must follow a detailed citizen participation plan that satisfies the requirements of 24 CFR 570.486 (except as provided for in notices providing waivers and alternative requirements for this grant).
- g. Each State receiving a direct award under this notice certifies that it has consulted with affected UGLGs in counties designated in covered major disaster declarations in the non-entitlement, entitlement, and tribal areas of the State in determining the uses of funds, including the method of distribution of funding, or activities carried out directly by the State.
- h. Richland County certifies that it is complying with each of the following criteria:
 1. Funds will be used solely for necessary expenses related to disaster relief, long-term recovery, restoration of infrastructure and housing, and economic revitalization in the most impacted and distressed areas for which the President declared a major disaster in 2015 pursuant to the Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1974 (42 U.S.C. 5121 et seq.) related to the consequences of Hurricane Joaquin and adjacent storm systems, Hurricane Patricia, and other flood events.



2. With respect to activities expected to be assisted with CDBG–DR funds, the action plan has been developed so as to give the maximum feasible priority to activities that will benefit low- and moderate-income families.
3. The aggregate use of CDBG–DR funds shall principally benefit low- and moderate-income families in a manner that ensures that at least 70 percent (or another percentage permitted by HUD in a waiver published in an applicable Federal Register notice) of the grant amount is expended for activities that benefit such persons.
4. Richland County will not attempt to recover any capital costs of public improvements assisted with CDBG–DR grant funds, by assessing any amount against properties owned and occupied by persons of low- and moderate-income, including any fee charged or assessment made as a condition of obtaining access to such public improvements, unless: (a) Disaster recovery grant funds are used to pay the proportion of such fee or assessment that relates to the capital costs of such public improvements that are financed from revenue sources other than under this title; or (b) for purposes of assessing any amount against properties owned and occupied by persons of moderate income, Richland County certifies to the Secretary that it lacks sufficient CDBG funds (in any form) to comply with the requirements of clause (a).
 - i. Richland County certifies that the grant will be conducted and administered in conformity with title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d) and the Fair Housing Act (42 U.S.C. 3601–3619) and implementing regulations, and that it will affirmatively further fair housing.
 - j. Richland County certifies that it has adopted and is enforcing the following policies, and, in addition, States receiving a direct award must certify that they will require UGLGs that receive grant funds to certify that they have adopted and are enforcing:
 1. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in nonviolent civil rights demonstrations; and
 2. A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location that is the subject of such nonviolent civil rights demonstrations within its jurisdiction.
 - k. Each State or UGLG receiving a direct award under this notice certifies that it (and any subrecipient or administering entity) currently has or will develop and maintain the capacity to carry out disaster recovery activities in a timely manner and that Richland County has reviewed the requirements of this notice and requirements of Public Law 114–113 applicable to funds allocated by this notice, and certifies to the accuracy of Risk Analysis Documentation submitted to demonstrate that it has in place proficient financial controls and procurement processes; that it has adequate procedures to prevent any duplication of benefits as defined by section 312 of the Stafford Act, to ensure timely expenditure of funds; that it has to maintain a comprehensive disaster recovery Web site to ensure timely communication of application status to applicants for disaster recovery assistance, and that its implementation plan accurately describes its current capacity and how it will address any capacity gaps.



- l. Richland County certifies that it will not use CDBG–DR funds for any activity in an area identified as flood prone for land use or hazard mitigation planning purposes by the State, local, or tribal government or delineated as a Special Flood Hazard Area in FEMA’s most current flood advisory maps, unless it also ensures that the action is designed or modified to minimize harm to or within the floodplain, in accordance with Executive Order 11988 and 24 CFR part 55. The relevant data source for this provision is the State, local, and tribal government land use regulations and hazard mitigation plans and the latest- issued FEMA data or guidance, which includes advisory data (such as Advisory Base Flood Elevations) or preliminary and final Flood Insurance Rate Maps.
- m. Richland County certifies that its activities concerning lead-based paint will comply with the requirements of 24 CFR part 35, subparts A, B, J, K, and R.
- n. Richland County certifies that it will comply with applicable laws.

Signature of Authorized Official

Date



RICHLAND COUNTY
GOVERNMENT
Office of the County Administrator

MEMO

To Gerald Seals, Interim County Administrator
From Chad Fosnight, Capital Projects Program Manager
Date September 6, 2016
Subject Decker Center Slab Moisture Content

For the last month the Project Team has been monitoring the moisture content in the existing concrete slab at the Decker Center. All concrete has some moisture; however the slab at the Decker Center has an exorbitant amount of moisture due to a couple of reasons:

1. There is a large aquifer located directly under the Decker Center site
2. After the historic rainfall last October, a significant amount of water held in the rear of the facility. Our belief is that since this water had no place to drain quickly, it slowly seeped into the concrete slab causing most of our issues

Over the last month, we have conducted multiple moisture tests in various locations of the facility, some of which have read 100% moisture content. This is EXTREMELY high for concrete, and creates a situation that is not conducive to the installation of carpet or tile flooring materials. As reference, carpet material requires less than 95% moisture content and tile requires less than 90% moisture content before the adhesive will hold as designed. The longer we wait and continue testing the concrete, the more likely we delay the project due to flooring not following the planned installation timeline.

In an effort to try and remedy the issue, we have had the air conditioning running in the facility for a couple months. The hope was that we create a conditioned environment that would assist in pulling out a majority of the moisture. Unfortunately, the percentages have not dropped at all, even after the air conditioning was started. This tells us that the moisture is coming from a source below the slab and could most likely never be fully remedied with air conditioning alone.

The answer to this problem is very simple, albeit very expensive. A moisture barrier will need to be installed on approximately 70,000 square feet of the slab, which comprises approximately 58% of the total facility. This barrier will completely block any moisture from penetrating the top of the slab, which allows the adhesive for the carpet and tile to hold as designed. The installation of this moisture barrier will also allow the flooring installer to provide the required warranty for the flooring material.

The team has put significant time and effort into determining the best approach to correcting the moisture issue in the slab. A bonded moisture barrier has been selected as the most cost effective and



**RICHLAND COUNTY
GOVERNMENT**
Office of the County Administrator

highest quality remedy. The total cost for this recommended moisture barrier is \$177,613 for the materials and labor. I have briefed Mr. Manning on this issue and stated that a Decker Center Ad Hoc Committee meeting will be needed to further discuss and vet this situation.

Funds to address this concern are available in the project contingency. No new funds are required for this change.

In an effort to keep this project on schedule and since this was an unforeseen condition that could not have been addressed in the original construction contract, it is my recommendation that we move forward with the proposed moisture barrier.

Sincerely,

Chad Fosnight
Capital Projects Program Manager

Construction Changes Recap



PROJECT:	Decker Center	UPDATED:	7-Sep-16
LOCATION:	Decker Boulevard	PROJECT DIRECTOR:	Dale Collier
OWNER:	Richland County	PROJECT MANAGER:	David Lindsay
PROJECT NO:		LOG FOR:	SUMMARY - UNFORSEEN CONDITIONS RELATED
CONTRACTOR:	H.G. Reynolds		

COP NO.	HGR CPO #	FORMAL C.O. NO.	DESCRIPTION OF CHANGE ORDER ITEM	PROJECT COST IMPACT		COMMENTS
				AMOUNT	DAYS	
Varies			Prior "Unforeseen" Impacts Already Incorporated	\$453,386.00	16	Items include Asbestos at Existing Roof, Existing Roof Deck Deterioration, Aged Sediment & Erosion Control and Storm Impacts, Undercutting Foundations at Several Areas.
			Impacts Previously Incorporated into Project:	\$453,386.00	16	
27	57		WCPR 15R - Provide New Water Service Lines at Rear	\$28,675.00	22	Existing water main running behind facility had multiple leaks and required replacement.
45	48		Mucking Unsuitable Soils at the Rear due to Water Line	\$48,924.00	0	Excessive moisture from leaking City water main at rear of site saturated soils to the extent that they were unworkable and required removal and replacement.
73	TBD		Finish Treatment at Light Poles (estimated at \$950/ea.)	\$14,250.00	0	Due to size of audio-visual and electrical boxes on light pole bases, there is not a feasible way to finish them out without expanding size of pole bases to accommodate. Estimate is based on review on site.
COST FORECAST FOR CURRENT AND UPCOMING IMPACTS:				\$91,849.00		(Total does not include Owner or AE Team Requested Changes/Additions)
Varies			Other Current PCO's In Review	\$39,696.00		
-	-	-	Allow for Unknown Potential Impacts to Project Close	\$120,000.00		
-	-	-	Subtotal Current & Potential:	\$251,545.00		
-	-	-	Current Available Remaining Contingency:	(\$116,124.00)		
SUGGESTED BUDGET REVISION:				\$135,421.00		(Suggested Contingency Addition Moving forward - Does not include Moisture Barrier noted below)
74	113		Add Moisture Barrier at Tile & Carpet Areas	\$177,613.00	0	High moisture levels at areas where existing slab remained in place. Moisture barrier necessary for proper bonding of flooring to existing concrete.

** Total Incorporated Changes To Date = \$735,308.00 (3.3% GC Contract Value). Allocation: Unforeseen Conditions = 62.9 %, Owner Requested = 20.1 %, Design Related = 17.0 %

STATE OF SOUTH CAROLINA
COUNTY COUNCIL FOR RICHLAND COUNTY
ORDINANCE NO. ____

AN ORDINANCE

TO ESTABLISH AND CREATE A SPECIAL TAX DISTRICT WITHIN RICHLAND COUNTY, SOUTH CAROLINA, TO BE KNOWN AS THE “CARY LAKE SPECIAL TAX DISTRICT”; TO DEFINE THE NATURE AND LEVEL OF SERVICES TO BE RENDERED THEREIN; TO AUTHORIZE THE IMPOSITION OF *AD VALOREM* TAXES AND USER SERVICE CHARGES THEREIN, WHICH SHALL BE IMPOSED SOLELY WITHIN THE SPECIAL TAX DISTRICT; TO ESTABLISH A COMMISSION FOR THE TAX DISTRICT AND PROVIDE THE TERMS THEREFOR; AND ALL OTHER MATTERS RELATED THERETO.

BE IT ORDAINED by the County Council of Richland County, South Carolina, in meeting duly assembled:

Section 1 Findings.

Incident to the enactment of this ordinance (this “*Ordinance*”) and the establishment of the special tax district provided herein, the County Council of Richland County (the “*Council*”), the governing body of Richland County, South Carolina (the “*County*”), finds that the facts set forth in this section exist and the statements made with respect thereto are in all respects true and correct:

1. The County is a body politic and corporate of the State of South Carolina (the “*State*”) and as such possesses all general powers granted to counties of the State.

2. The Council received a certified petition (the “*Petition*”) requesting that a referendum be held with respect to the establishment of a special tax district within the area of the County commonly known as “Cary Lake.” The Petition requested the formation of the Cary Lake Special Tax District (the “*District*”), the delivery of public services within the District, including, but not limited to, the rehabilitation of the Cary Lake Dam and ongoing maintenance, repairs and improvements related to the operations of the District, the levy and collection of taxes and/or service charges within the area of the District and the issuance of general obligation bonds of the County for the benefit of the District, as the case may be.

3. By the terms of a Resolution of the Council entitled, “A RESOLUTION CERTIFYING A PETITION RECEIVED BY RICHLAND COUNTY, SOUTH CAROLINA, PURSUANT TO SECTION 4-9-30(5)(a) OF THE CODE OF LAWS OF SOUTH CAROLINA, 1976, AS AMENDED, AND OTHER MATTERS RELATING THERETO” dated June 7, 2016, the Council determined that the Petition complied with the requirements of Section 4-9-30(5)(a)(i) of the Code of Laws of South Carolina, 1976, as amended.

4. Thereafter, by a Resolution of the Richland County Board of Voter Registration and Elections (the “*Election Commission*”) dated June 16, 2016, the Election Commission ordered that a referendum be held on August 23, 2016 (the “*Referendum*”) on the following question:

Shall Richland County, South Carolina be authorized to create a special tax district within the area commonly known as the “Cary Lake”, which area includes tax map parcels: R16804-05-04; R16804-05-03; R16804-05-02; R16905-02-19; R16905-02-18; R16905-02-12; R16905-02-17; R16905-02-13; R16905-02-15; R16905-02-01; R16906-02-33; R16906-02-14; R16906-02-15; R16906-02-16; R16906-02-17; R16906-02-18; R16906-02-19; R16906-02-20; R16906-02-21; R16906-02-22; R16906-02-23; R16906-02-24; R16906-02-25; R16906-02-31; R16906-02-01; R16907-02-07; R16907-02-08; R16907-02-09; R16907-02-10; R16907-02-05; R16906-02-47; R16906-02-45; R16906-02-43; R16906-02-50; R16906-02-37; R16906-02-12; R16906-02-13; R16905-02-02; R16905-02-03; R16905-02-04; R16905-02-05; R16905-02-16; R16905-02-08; R16905-02-09; R16905-02-10; R16905-02-11; R16905-08-01; R16905-08-19; R16905-08-18; R16905-08-17; R16905-08-20; R16905-08-16; R16808-01-01; and R16808-01-02, to be known as the “Cary Lake Special Tax District”, and shall such special tax district be further authorized to: (1) deliver public services affecting the proposed special tax district, including rehabilitating and repairing the Cary Lake Dam, improving Cary Lake and providing for ongoing maintenance, repairs and improvements related to the operations of the area constituting the special tax district; (2) issue general obligation bonds through Richland County in an amount not exceeding one million five hundred thousand dollars (\$1,500,000); and (3) impose (i) an annual tax levy upon each tax parcel within the special tax district of not to exceed 200 mills for the life of the special tax district; or (ii) an annual user service charge upon each tax parcel within the special tax district in an amount not exceeding \$2,000 for the life of the special tax district?

Yes, in favor of the question []

No, opposed to the question []

5. The Referendum was properly conducted on August 23, 2016, and resulted in a favorable vote with respect to the questions presented therein.

6. As evidenced by the results of the Referendum, the District, which encompasses those areas provided on the map attached hereto as Exhibit A, shall be created and empowered by the terms of this Ordinance.

Section 2 Holding of Public Hearing and Notice Thereof.

Pursuant to the provisions of Section 4-9-130 of the Code of Laws of South Carolina,

1976, as amended, a public hearing, after giving reasonable notice, is required to be conducted prior to the third and final reading of this Ordinance by Council. In accordance with this provision, a public hearing shall be conducted and due notice shall be provided all as required by said Section 4-9-130. The form of the notice to be published shall be substantially as set forth in Exhibit B attached hereto.

Section 3 Creation of the District.

There is hereby created and established a special tax district within the County to be known as the “Cary Lake Special Tax District,” which shall include and be comprised of the territory shown on Exhibit A to this Ordinance.

Section 4 Purpose of the District; Services to be Rendered.

The District is created and established for the purpose and function of delivering public services affecting the District, including rehabilitating and repairing the Cary Lake Dam, improving Cary Lake and providing for ongoing maintenance, repairs and improvements related to the operations of the area constituting the District.

Section 5 Administration of the District.

The District must be governed by a commission to be known as the Cary Lake Special Tax District Commission (the “**Commission**”). The Commission shall consist of three members, each of whom shall be a member of the Cary Lake Homeowners Association, Inc. (the “**HOA**”). The three members of the Commission shall be the President of the HOA, *ex officio*, the Vice-President of the HOA, *ex officio*, and the Treasurer of the HOA, *ex officio*. The members of the Commission shall serve for so long as they hold those respective titles. Upon any change of the persons serving in such roles, the Commission shall notify the Council in writing of such change within 30 days of the change taking effect. Any failure to provide such notice shall not limit or otherwise affect any actions, powers or other authorizations of the District.

Section 6 Powers of the District.

There is committed to the District the purpose and functions as set forth in Section 4 hereinabove. To that end, the Commission must be empowered to:

- A. notwithstanding the provisions of Section 4-9-30(5)(e) of the Code of Laws of South Carolina, 1976, as amended, regarding the abolition and diminishment of the District which are reserved by the County, the District shall have perpetual succession;
- B. sue and be sued;
- C. adopt, use, and alter a corporate seal;

- D. make bylaws for the management and regulations of its affairs;
- E. acquire, purchase, hold, use, lease, mortgage, sell, transfer, and dispose of any property, real, personal or mixed, or interest in any real, personal or mixed property, and to acquire easements or other property rights necessary for the operation of its stated functions;
- F. appoint officers and agents, and employ paid employees and servants, as well as volunteers, and to prescribe the duties of each of these, fix their compensation, if any, and determine if and to what extent they must be bonded for the faithful performance of their duties, and to establish employment policies;
- G. enter into contracts, agreements or other covenants for the benefit of the District;
- H. make arrangements with the County Treasurer to act as a fiduciary for the benefit of the District;
- I. purchase capital items, including equipment, the Commission considers necessary for services in the District;
- J. be responsible for the upkeep, maintenance and repairs of the capital items, and to make regular inspections of all capital items;
- K. construct, if necessary, buildings to house the equipment provided for in this section;
- L. issue general obligation bonds by the County up to the amount authorized in the Referendum;
- M. raise funds by levying (through the County Auditor) and collecting (through the County Treasurer) either (1) property taxes in an amount not exceeding the millage authorized in the Referendum, or (2) user charges against each parcel within the District in an amount not exceeding the amount authorized in the Referendum. Any tax or charges levied hereunder must be annually assessed and collected together with the *ad valorem* property taxes due on such property; and
- N. do all other acts necessary or convenient to carry out a function or power granted to the District.

Section 7 Notice to Auditor and Treasurer.

In the event the annual taxes or user charges to be levied and collected on behalf of the Commission (as authorized in Section 6(M) above) are to remain unchanged from one fiscal year to the next, in lieu of a formal meeting to adopt the annual taxes or fees, the County may authorize the continuation of such taxes or fees in its annual budget ordinance; in such event, no formal

action of the Commission shall be required.

Section 8 Notice to Auditor and Treasurer.

The Auditor and Treasurer of Richland County shall be notified of the enactment of this Ordinance and directed to levy and collect annually the taxes or fees authorized hereby.

Section 9 Other Actions and Instruments.

In order to implement the purposes of, and to give full effect to, this Ordinance and the agreements and actions herein authorized, the Chairman of the Council, the County Administrator (including the Interim County Administrator) and the Clerk are hereby authorized to execute and deliver such certificates, showings, instruments and agreements and to take such further action as such officials shall deem necessary and desirable.

DONE AND ENACTED IN MEETING DULY ASSEMBLED this 4th day of October, 2016.

RICHLAND COUNTY, SOUTH CAROLINA

Chairman

(SEAL)

Clerk to Council

First Reading: September 13, 2016
Second Reading: September 20, 2016
Public Hearing: October 4, 2016
Third Reading: October 4, 2016

Exhibit A

MAP OF DISTRICT

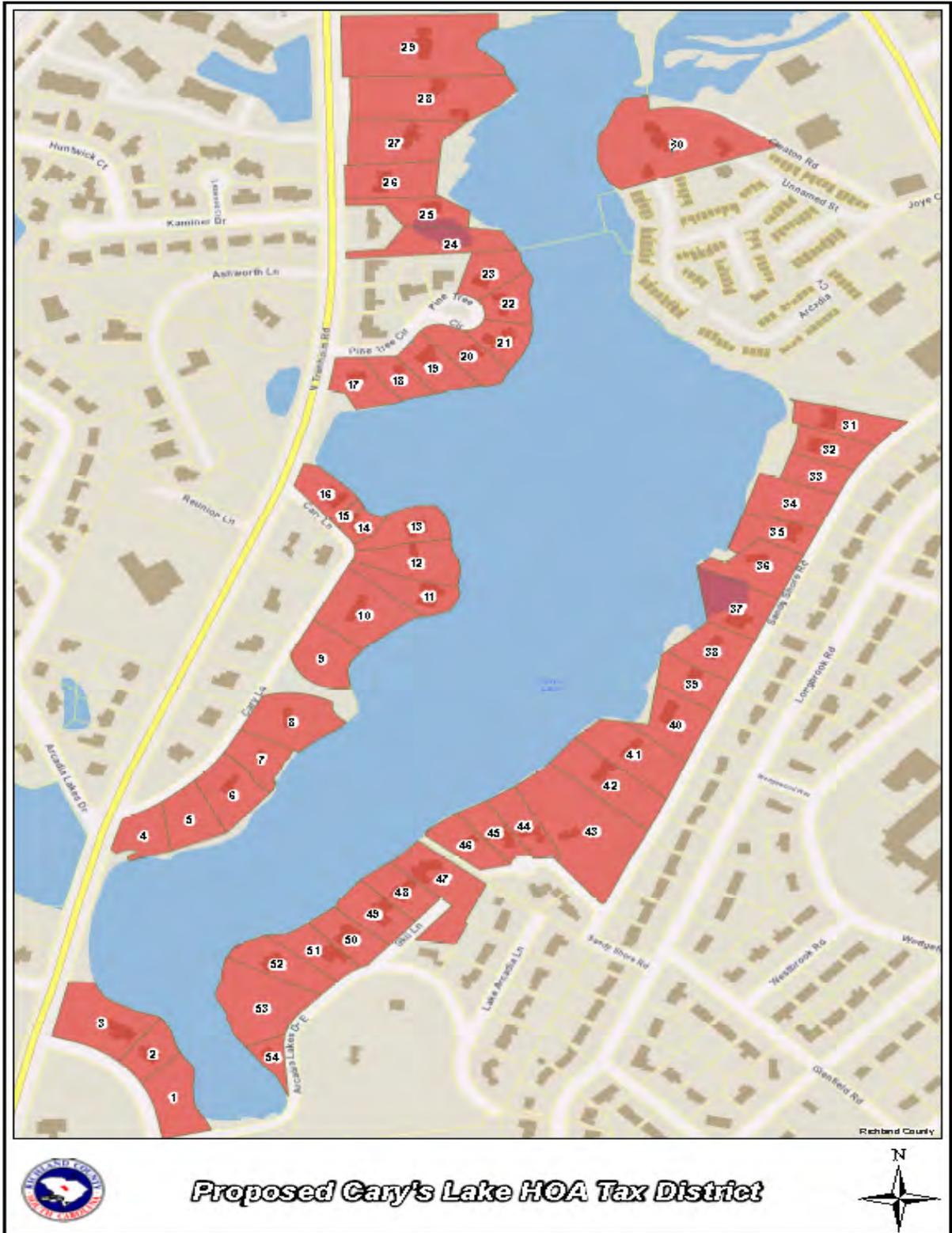


Exhibit B

NOTICE OF PUBLIC HEARINGS

NOTICE IS HEREBY GIVEN that the County Council of Richland County, South Carolina (the “*County Council*”), the governing body of Richland County, South Carolina (the “*County*”), will conduct public hearings (the “*Public Hearings*”) on the proposed enactment of the following ordinances (the “*Ordinances*”):

1. “AN ORDINANCE TO ESTABLISH AND CREATE A SPECIAL TAX DISTRICT WITHIN RICHLAND COUNTY, SOUTH CAROLINA, TO BE KNOWN AS THE “UPPER ROCKYFORD LAKE SPECIAL TAX DISTRICT”; TO DEFINE THE NATURE AND LEVEL OF SERVICES TO BE RENDERED THEREIN; TO AUTHORIZE THE IMPOSITION OF *AD VALOREM* TAXES AND USER SERVICE CHARGES THEREIN, WHICH SHALL BE IMPOSED SOLELY WITHIN THE SPECIAL TAX DISTRICT; TO ESTABLISH A COMMISSION FOR THE TAX DISTRICT AND PROVIDE THE TERMS THEREFOR; AND ALL OTHER MATTERS RELATED THERETO;”
2. “AN ORDINANCE TO ESTABLISH AND CREATE A SPECIAL TAX DISTRICT WITHIN RICHLAND COUNTY, SOUTH CAROLINA, TO BE KNOWN AS THE “CARY LAKE SPECIAL TAX DISTRICT”; TO DEFINE THE NATURE AND LEVEL OF SERVICES TO BE RENDERED THEREIN; TO AUTHORIZE THE IMPOSITION OF *AD VALOREM* TAXES AND USER SERVICE CHARGES THEREIN, WHICH SHALL BE IMPOSED SOLELY WITHIN THE SPECIAL TAX DISTRICT; TO ESTABLISH A COMMISSION FOR THE TAX DISTRICT AND PROVIDE THE TERMS THEREFOR; AND ALL OTHER MATTERS RELATED THERETO;”
3. “AN ORDINANCE TO ESTABLISH AND CREATE A SPECIAL TAX DISTRICT WITHIN RICHLAND COUNTY, SOUTH CAROLINA, TO BE KNOWN AS THE “BEAVER DAM SPECIAL TAX DISTRICT”; TO DEFINE THE NATURE AND LEVEL OF SERVICES TO BE RENDERED THEREIN; TO AUTHORIZE THE IMPOSITION OF *AD VALOREM* TAXES AND USER SERVICE CHARGES THEREIN, WHICH SHALL BE IMPOSED SOLELY WITHIN THE SPECIAL TAX DISTRICT; TO ESTABLISH A COMMISSION FOR THE TAX DISTRICT AND PROVIDE THE TERMS THEREFOR; AND ALL OTHER MATTERS RELATED THERETO;” and
4. “AN ORDINANCE TO ESTABLISH AND CREATE A SPECIAL TAX DISTRICT WITHIN RICHLAND COUNTY, SOUTH CAROLINA, TO BE KNOWN AS THE “ROCKY FORD LAKE SPECIAL TAX DISTRICT”; TO DEFINE THE NATURE AND LEVEL OF SERVICES TO BE RENDERED THEREIN; TO AUTHORIZE THE IMPOSITION OF *AD VALOREM* TAXES AND USER SERVICE CHARGES THEREIN, WHICH SHALL BE IMPOSED SOLELY WITHIN THE SPECIAL TAX DISTRICT; TO ESTABLISH A COMMISSION FOR THE TAX DISTRICT AND PROVIDE THE TERMS THEREFOR; AND ALL OTHER MATTERS RELATED THERETO.”

The Public Hearings shall be held on October 4, 2016 at 6:00 p.m., in the chambers of County Council, which are located at the Richland County Administrative Facility, 2020 Hampton Street, Columbia, South Carolina 29201.

All interested persons will be given an opportunity to be heard and express their views at the Public Hearings. Copies of the Ordinances are available for review at the County's administrative facility during normal business hours.

STATE OF SOUTH CAROLINA
COUNTY COUNCIL FOR RICHLAND COUNTY
RESOLUTION NO. ____

A RESOLUTION

TO DECLARE THE RESULTS OF A REFERENDUM CONDUCTED FOR
THE CARY SPECIAL TAX DISTRICT HELD IN RICHLAND COUNTY,
SOUTH CAROLINA ON AUGUST 23, 2016

WHEREAS, there has been received by the County Council of Richland County (the “Council”), the governing body of Richland County, South Carolina (the “County”), certification of the Richland County Board of Voter Registration and Elections that a referendum held in the County on August 23, 2016 (the “Election”) did result in the approval of the creation of the Cary Lake Special Tax District.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNTY COUNCIL IN A MEETING DULY ASSEMBLED:

Section 1.

It is hereby declared, pursuant to Section 4-9-30(a)(i) of the Code of Laws of South Carolina, 1976, as amended (the “Act”), that the Election was held, at which was submitted to the qualified electors of the County the following question:

Shall Richland County, South Carolina be authorized to create a special tax district within the area commonly known as the “Cary Lake”, which area includes tax map parcels: R16804-05-04; R16804-05-03; R16804-05-02; R16905-02-19; R16905-02-18; R16905-02-12; R16905-02-17; R16905-02-13; R16905-02-15; R16905-02-01; R16906-02-33; R16906-02-14; R16906-02-15; R16906-02-16; R16906-02-17; R16906-02-18; R16906-02-19; R16906-02-20; R16906-02-21; R16906-02-22; R16906-02-23; R16906-02-24; R16906-02-25; R16906-02-31; R16906-02-01; R16907-02-07; R16907-02-08; R16907-02-09; R16907-02-10; R16907-02-05; R16906-02-47; R16906-02-45; R16906-02-43; R16906-02-50; R16906-02-37; R16906-02-12; R16906-02-13; R16905-02-02; R16905-02-03; R16905-02-04; R16905-02-05; R16905-02-16; R16905-02-08; R16905-02-09; R16905-02-10; R16905-02-11; R16905-08-01; R16905-08-19; R16905-08-18; R16905-08-17; R16905-08-20; R16905-08-16; R16808-01-01; and R16808-01-02, to be known as the “Cary Lake Special Tax District”, and shall such special tax district be further authorized to: (1) deliver public services affecting the proposed special tax district, including rehabilitating and repairing the Cary Lake Dam, improving Cary Lake and providing for ongoing maintenance, repairs and improvements related to the operations of the area constituting the special tax district; (2) issue general obligation bonds through Richland County in an amount not exceeding one million five hundred thousand dollars (\$1,500,000); and (3) impose (i) an annual tax levy upon each tax parcel within the special tax district

of not to exceed 200 mills for the life of the special tax district; or (ii) an annual user service charge upon each tax parcel within the special tax district in an amount not exceeding \$2,000 for the life of the special tax district?

The Election resulted favorably to the question being submitted therein, there being 58 votes cast in favor of the question and 0 votes cast opposed to the question.

Section 2.

The adoption of this resolution constitutes due publication of the results of the Election in accordance with terms of the Act.

Done this 13th day of September, 2016.

RICHLAND COUNTY, SOUTH CAROLINA

Chairman

(SEAL)

Clerk to Council

It is hereby certified that all acts, conditions and things required by the Richland County Board of Voter Registration and Elections under the Constitution and statutes of the State of South Carolina, including particularly Titles 4 and 7 of the Code of Laws of South Carolina, 1976, as amended, to exist, to happen and to be performed precedent to and in the conduction of the Election existed, have happened and were performed in due time, form and manner as required by law.

This Certificate shall forthwith be forwarded to the County Council of Richland County, South Carolina as a means of certifying the results of the Election.

Done this 25th day of August, 2016.

RICHLAND COUNTY BOARD OF VOTER
REGISTRATION AND ELECTIONS


Executive Director

(SEAL)

WITNESS:

By: Yaneta Simms
Title: Outreach Coor.

Exhibit A

Results of Referendum

Run Date:08/23/16 07:37 PM

Report EL45A Page 001

	TOTAL VOTES	%	Optical Scan	iVotronic	Flash Data
PRECINCTS COUNTED (OF 6)	4	66.67			
REGISTERED VOTERS - TOTAL	96				
BALLOTS CAST - TOTAL	58		7	51	0
VOTER TURNOUT - TOTAL		60.42			
QUESTION					
Vote for 1					
Yes, in favor of the question.	58	100.00	7	51	0
No, opposed to the question	0		0	0	0
Total	58		7	51	0

STATE OF SOUTH CAROLINA
COUNTY COUNCIL FOR RICHLAND COUNTY
ORDINANCE NO. ____

AN ORDINANCE

TO ESTABLISH AND CREATE A SPECIAL TAX DISTRICT WITHIN RICHLAND COUNTY, SOUTH CAROLINA, TO BE KNOWN AS THE “UPPER ROCKYFORD LAKE SPECIAL TAX DISTRICT”; TO DEFINE THE NATURE AND LEVEL OF SERVICES TO BE RENDERED THEREIN; TO AUTHORIZE THE IMPOSITION OF *AD VALOREM* TAXES AND USER SERVICE CHARGES THEREIN, WHICH SHALL BE IMPOSED SOLELY WITHIN THE SPECIAL TAX DISTRICT; TO ESTABLISH A COMMISSION FOR THE TAX DISTRICT AND PROVIDE THE TERMS THEREFOR; AND ALL OTHER MATTERS RELATED THERETO.

BE IT ORDAINED by the County Council of Richland County, South Carolina, in meeting duly assembled:

Section 1 Findings.

Incident to the enactment of this ordinance (this “*Ordinance*”) and the establishment of the special tax district provided herein, the County Council of Richland County (the “*Council*”), the governing body of Richland County, South Carolina (the “*County*”), finds that the facts set forth in this section exist and the statements made with respect thereto are in all respects true and correct:

1. The County is a body politic and corporate of the State of South Carolina (the “*State*”) and as such possesses all general powers granted to counties of the State.

2. The Council received a certified petition (the “*Petition*”) requesting that a referendum be held with respect to the establishment of a special tax district within the area of the County commonly known as “Upper Rockyford Lake.” The Petition requested the formation of the Upper Rockyford Lake Special Tax District (the “*District*”), the delivery of public services within the District, including, but not limited to, the rehabilitation of the Upper Rockyford Lake Dam and ongoing maintenance, repairs and improvements related to the operations of the District, the levy and collection of taxes and/or service charges within the area of the District and the issuance of general obligation bonds of the County for the benefit of the District, as the case may be.

3. By the terms of a Resolution of the Council entitled, “A RESOLUTION CERTIFYING A PETITION RECEIVED BY RICHLAND COUNTY, SOUTH CAROLINA, PURSUANT TO SECTION 4-9-30(5)(a) OF THE CODE OF LAWS OF SOUTH CAROLINA, 1976, AS AMENDED, AND OTHER MATTERS RELATING THERETO” dated April 5, 2016, the Council determined that the Petition complied with the requirements of Section 4-9-30(5)(a)(i) of the Code of Laws of South Carolina, 1976, as amended.

4. Thereafter, by a Resolution of the Richland County Board of Voter Registration and Elections (the “*Election Commission*”) dated April 13, 2016, the Election Commission ordered that a referendum be held on June 21, 2016 (the “*Referendum*”) on the following question:

Shall Richland County, South Carolina be authorized to create a special tax district within the area commonly known as the “Upper Rockyford Lake”, which area includes tax map parcels: R16806-03-06; R16806-03-07; R16806-03-08; R16806-03-01; R16806-03-02; R16806-03-03; R16806-03-04; R16806-03-05; R16810-04-01; R16810-04-02; R16810-04-03; R16810-04-04; R16810-04-05; R16810-04-06; R16810-04-07; R16810-04-08; R16810-04-09; R16810-04-10; R16810-04-11; R16810-04-12; R16810-04-13; R16810-04-14; R16810-04-15; R16810-04-16; R16810-04-17; R16810-04-18; R16810-04-19; R16810-04-20; R16810-04-21; R16810-04-22; R16814-04-01; R16814-04-02; R16814-04-03; R16814-04-19; R16810-05-01; R16810-05-02; R16810-05-03; R16810-05-04; R16810-05-05; R16810-05-06; R16810-05-07; R16810-05-08; R16810-05-09; R16810-05-10; R16810-05-11; R16810-05-12; R16810-05-13; R16810-05-14; R16810-05-15; R16810-05-16; R16810-05-17; R16810-05-18; R16810-05-19; R16810-05-20; R16814-04-16; R16814-04-15; R16814-04-14; R16814-04-13; R16814-04-12; R16814-04-11; and R16814-04-10, to be known as the “Upper Rockyford Special Tax District”, and shall such special tax district be further authorized to: (1) deliver public services affecting the proposed special tax district, including rehabilitating and repairing the Upper Rockyford Lake Dam, improving the Upper Rockyford Lake and providing for ongoing maintenance, repairs and improvements related to the operations of the area constituting the special tax district; (2) issue general obligation bonds through Richland County in an amount not exceeding one million five hundred thousand dollars (\$1,500,000); and (3) impose (i) an annual tax levy upon each tax parcel within the special tax district of not to exceed 150 mills for the life of the special tax district; or (ii) an annual user service charge upon each tax parcel within the special tax district in an amount not exceeding \$1,500 for the life of the special tax district?

Yes, in favor of the question []

No, opposed to the question []

5. The Referendum was properly conducted on June 21, 2016, and resulted in a favorable vote with respect to the questions presented therein.

6. As evidenced by the results of the Referendum, the District, which encompasses those areas provided on the map attached hereto as Exhibit A, shall be created and empowered by the terms of this Ordinance.

Section 2 Holding of Public Hearing and Notice Thereof.

Pursuant to the provisions of Section 4-9-130 of the Code of Laws of South Carolina, 1976, as amended, a public hearing, after giving reasonable notice, is required to be conducted prior to the third and final reading of this Ordinance by Council. In accordance with this provision, a public hearing shall be conducted and due notice shall be provided all as required by said Section 4-9-130. The form of the notice to be published shall be substantially as set forth in Exhibit B attached hereto.

Section 3 Creation of the District.

There is hereby created and established a special tax district within the County to be known as the “Upper Rockyford Lake Special Tax District,” which shall include and be comprised of the territory shown on Exhibit A to this Ordinance.

Section 4 Purpose of the District; Services to be Rendered.

The District is created and established for the purpose and function of delivering public services affecting the District, including rehabilitating and repairing the Upper Rockyford Lake Dam, improving the Upper Rockyford Lake and providing for ongoing maintenance, repairs and improvements related to the operations of the area constituting the District.

Section 5 Administration of the District.

The District must be governed by a commission to be known as the Upper Rockyford Lake Special Tax District Commission (the “**Commission**”). The Commission shall consist of three members, each of whom shall be a member of the Upper Rockyford Lake Owner’s Association, Inc. (the “**HOA**”). The three members of the Commission shall be the President of the HOA, *ex officio*, the Vice-President of the HOA, *ex officio*, and the Treasurer of the HOA, *ex officio*. The members of the Commission shall serve for so long as they hold those respective titles. Upon any change of the persons serving in such roles, the Commission shall notify the Council in writing of such change within 30 days of the change taking effect. Any failure to provide such notice shall not limit or otherwise affect any actions, powers or other authorizations of the District.

Section 6 Powers of the District.

There is committed to the District the purpose and functions as set forth in Section 4 hereinabove. To that end, the Commission must be empowered to:

A. notwithstanding the provisions of Section 4-9-30(5)(e) of the Code of Laws of South Carolina, 1976, as amended, regarding the abolition and diminishment of the District

which are reserved by the County, the District shall have perpetual succession;

- B. sue and be sued;
- C. adopt, use, and alter a corporate seal;
- D. make bylaws for the management and regulations of its affairs;
- E. acquire, purchase, hold, use, lease, mortgage, sell, transfer, and dispose of any property, real, personal or mixed, or interest in any real, personal or mixed property, and to acquire easements or other property rights necessary for the operation of its stated functions;
- F. appoint officers and agents, and employ paid employees and servants, as well as volunteers, and to prescribe the duties of each of these, fix their compensation, if any, and determine if and to what extent they must be bonded for the faithful performance of their duties, and to establish employment policies;
- G. enter into contracts, agreements or other covenants for the benefit of the District;
- H. make arrangements with the County Treasurer to act as a fiduciary for the benefit of the District;
- I. purchase capital items, including equipment, the Commission considers necessary for services in the District;
- J. be responsible for the upkeep, maintenance and repairs of the capital items, and to make regular inspections of all capital items;
- K. construct, if necessary, buildings to house the equipment provided for in this section;
- L. issue general obligation bonds by the County up to the amount authorized in the Referendum;
- M. raise funds by levying (through the County Auditor) and collecting (through the County Treasurer) either (1) property taxes in an amount not exceeding the millage authorized in the Referendum, or (2) user charges against each parcel within the District in an amount not exceeding the amount authorized in the Referendum. Any tax or charges levied hereunder must be annually assessed and collected together with the *ad valorem* property taxes due on such property; and
- N. do all other acts necessary or convenient to carry out a function or power granted to the District.

Section 7 Notice to Auditor and Treasurer.

In the event the annual taxes or user charges to be levied and collected on behalf of the Commission (as authorized in Section 6(M) above) are to remain unchanged from one fiscal year to the next, in lieu of a formal meeting to adopt the annual taxes or fees, the County may authorize the continuation of such taxes or fees in its annual budget ordinance; in such event, no formal action of the Commission shall be required.

Section 8 Notice to Auditor and Treasurer.

The Auditor and Treasurer of Richland County shall be notified of the enactment of this Ordinance and directed to levy and collect annually the taxes or fees authorized hereby.

Section 9 Other Actions and Instruments.

In order to implement the purposes of, and to give full effect to, this Ordinance and the agreements and actions herein authorized, the Chairman of the Council, the County Administrator (including the Interim County Administrator) and the Clerk are hereby authorized to execute and deliver such certificates, showings, instruments and agreements and to take such further action as such officials shall deem necessary and desirable.

DONE AND ENACTED IN MEETING DULY ASSEMBLED this 4th day of October, 2016.

RICHLAND COUNTY, SOUTH CAROLINA

Chairman

(SEAL)

Clerk to Council

First Reading: September 13, 2016
Second Reading: September 20, 2016
Public Hearing: October 4, 2016

Third Reading: October 4, 2016

Exhibit A
MAP OF DISTRICT



Proposed Upper Rockyford Lake Tax District

Exhibit B

NOTICE OF PUBLIC HEARINGS

NOTICE IS HEREBY GIVEN that the County Council of Richland County, South Carolina (the “*County Council*”), the governing body of Richland County, South Carolina (the “*County*”), will conduct public hearings (the “*Public Hearings*”) on the proposed enactment of the following ordinances (the “*Ordinances*”):

1. “AN ORDINANCE TO ESTABLISH AND CREATE A SPECIAL TAX DISTRICT WITHIN RICHLAND COUNTY, SOUTH CAROLINA, TO BE KNOWN AS THE “UPPER ROCKYFORD LAKE SPECIAL TAX DISTRICT”; TO DEFINE THE NATURE AND LEVEL OF SERVICES TO BE RENDERED THEREIN; TO AUTHORIZE THE IMPOSITION OF *AD VALOREM* TAXES AND USER SERVICE CHARGES THEREIN, WHICH SHALL BE IMPOSED SOLELY WITHIN THE SPECIAL TAX DISTRICT; TO ESTABLISH A COMMISSION FOR THE TAX DISTRICT AND PROVIDE THE TERMS THEREFOR; AND ALL OTHER MATTERS RELATED THERETO;”
2. “AN ORDINANCE TO ESTABLISH AND CREATE A SPECIAL TAX DISTRICT WITHIN RICHLAND COUNTY, SOUTH CAROLINA, TO BE KNOWN AS THE “CARY LAKE SPECIAL TAX DISTRICT”; TO DEFINE THE NATURE AND LEVEL OF SERVICES TO BE RENDERED THEREIN; TO AUTHORIZE THE IMPOSITION OF *AD VALOREM* TAXES AND USER SERVICE CHARGES THEREIN, WHICH SHALL BE IMPOSED SOLELY WITHIN THE SPECIAL TAX DISTRICT; TO ESTABLISH A COMMISSION FOR THE TAX DISTRICT AND PROVIDE THE TERMS THEREFOR; AND ALL OTHER MATTERS RELATED THERETO;”
3. “AN ORDINANCE TO ESTABLISH AND CREATE A SPECIAL TAX DISTRICT WITHIN RICHLAND COUNTY, SOUTH CAROLINA, TO BE KNOWN AS THE “BEAVER DAM SPECIAL TAX DISTRICT”; TO DEFINE THE NATURE AND LEVEL OF SERVICES TO BE RENDERED THEREIN; TO AUTHORIZE THE IMPOSITION OF *AD VALOREM* TAXES AND USER SERVICE CHARGES THEREIN, WHICH SHALL BE IMPOSED SOLELY WITHIN THE SPECIAL TAX DISTRICT; TO ESTABLISH A COMMISSION FOR THE TAX DISTRICT AND PROVIDE THE TERMS THEREFOR; AND ALL OTHER MATTERS RELATED THERETO;” and
4. “AN ORDINANCE TO ESTABLISH AND CREATE A SPECIAL TAX DISTRICT WITHIN RICHLAND COUNTY, SOUTH CAROLINA, TO BE KNOWN AS THE “ROCKY FORD LAKE SPECIAL TAX DISTRICT”; TO DEFINE THE NATURE AND LEVEL OF SERVICES TO BE RENDERED THEREIN; TO AUTHORIZE THE IMPOSITION OF *AD VALOREM* TAXES AND USER SERVICE CHARGES THEREIN, WHICH SHALL BE IMPOSED SOLELY WITHIN THE SPECIAL TAX DISTRICT; TO ESTABLISH A COMMISSION FOR THE TAX DISTRICT AND PROVIDE THE TERMS THEREFOR; AND ALL OTHER MATTERS RELATED THERETO.”

The Public Hearings shall be held on October 4, 2016 at 6:00 p.m., in the chambers of County Council, which are located at the Richland County Administrative Facility, 2020 Hampton Street, Columbia, South Carolina 29201.

All interested persons will be given an opportunity to be heard and express their views at the Public Hearing. Copies of the Ordinances are available for review at the County's administrative facility during normal business hours.

STATE OF SOUTH CAROLINA
COUNTY COUNCIL FOR RICHLAND COUNTY
RESOLUTION NO. ____

A RESOLUTION

TO DECLARE THE RESULTS OF A REFERENDUM CONDUCTED FOR
THE UPPER ROCKYFORD LAKE SPECIAL TAX DISTRICT HELD IN
RICHLAND COUNTY, SOUTH CAROLINA ON JUNE 21, 2016

WHEREAS, there has been received by the County Council of Richland County (the “Council”), the governing body of Richland County, South Carolina (the “County”), certification of the Richland County Board of Voter Registration and Elections that a referendum held in the County on June 21, 2016 (the “Election”) did result in the approval of the creation of the Upper Rockyford Lake Special Tax District.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNTY COUNCIL IN A MEETING DULY ASSEMBLED:

Section 1.

It is hereby declared, pursuant to Section 4-9-30(a)(i) of the Code of Laws of South Carolina, 1976, as amended (the “Act”), that the Election was held, at which was submitted to the qualified electors of the County the following question:

Shall Richland County, South Carolina be authorized to create a special tax district within the area commonly known as the “Upper Rockyford Lake”, which area includes tax map parcels: R16806-03-06; R16806-03-07; R16806-03-08; R16806-03-01; R16806-03-02; R16806-03-03; R16806-03-04; R16806-03-05; R16810-04-01; R16810-04-02; R16810-04-03; R16810-04-04; R16810-04-05; R16810-04-06; R16810-04-07; R16810-04-08; R16810-04-09; R16810-04-10; R16810-04-11; R16810-04-12; R16810-04-13; R16810-04-14; R16810-04-15; R16810-04-16; R16810-04-17; R16810-04-18; R16810-04-19; R16810-04-20; R16810-04-21; R16810-04-22; R16814-04-01; R16814-04-02; R16814-04-03; R16814-04-19; R16810-05-01; R16810-05-02; R16810-05-03; R16810-05-04; R16810-05-05; R16810-05-06; R16810-05-07; R16810-05-08; R16810-05-09; R16810-05-10; R16810-05-11; R16810-05-12; R16810-05-13; R16810-05-14; R16810-05-15; R16810-05-16; R16810-05-17; R16810-05-18; R16810-05-19; R16810-05-20; R16814-04-16; R16814-04-15; R16814-04-14; R16814-04-13; R16814-04-12; R16814-04-11; and R16814-04-10, to be known as the “Upper Rockyford Special Tax District”, and shall such special tax district be further authorized to: (1) deliver public services affecting the proposed special tax district, including rehabilitating and repairing the Upper Rockyford Lake Dam, improving the Upper Rockyford Lake and providing for ongoing maintenance, repairs and improvements related to the operations of the area constituting the special tax district; (2) issue general obligation bonds through Richland County in

an amount not exceeding one million five hundred thousand dollars (\$1,500,000); and (3) impose (i) an annual tax levy upon each tax parcel within the special tax district of not to exceed 150 mills for the life of the special tax district; or (ii) an annual user service charge upon each tax parcel within the special tax district in an amount not exceeding \$1,500 for the life of the special tax district?

Yes, in favor of the question []

No, opposed to the question []

If you wish to vote yes for this proposition, please check or mark - "Yes, in favor of the question." If you wish to vote no for this proposition, please check or mark - "No, opposed to the question."

The Election resulted favorably to the question being submitted therein, there being 76 votes cast in favor of the question and 6 votes cast opposed to the question.

Section 2.

The adoption of this resolution constitutes due publication of the results of the Election in accordance with terms of the Act.

Done this 13th day of September, 2016.

RICHLAND COUNTY, SOUTH CAROLINA

Chairman

(SEAL)

Clerk to Council

STATE OF SOUTH CAROLINA) CERTIFICATE OF RICHLAND
) COUNTY BOARD OF VOTER
 COUNTY OF RICHLAND) REGISTRATION AND ELECTIONS

I, the undersigned executive director of the Richland County Board of Voter Registration and Elections do hereby declare and certify as follows:

I did duly appoint Managers of Election (the “*Managers of Election*”) for each precinct within the Upper Rockyford Special Tax District (the “*District*”) for a special referendum (the “*Election*”) held on June 21, 2016, at which the following question was submitted to all qualified electors of the District (the “*Question*”), to wit:

Shall Richland County, South Carolina be authorized to create a special tax district within the area commonly known as the “Upper Rockyford Lake”, which area includes tax map parcels: R16806-03-06; R16806-03-07; R16806-03-08; R16806-03-01; R16806-03-02; R16806-03-03; R16806-03-04; R16806-03-05; R16810-04-01; R16810-04-02; R16810-04-03; R16810-04-04; R16810-04-05; R16810-04-06; R16810-04-07; R16810-04-08; R16810-04-09; R16810-04-10; R16810-04-11; R16810-04-12; R16810-04-13; R16810-04-14; R16810-04-15; R16810-04-16; R16810-04-17; R16810-04-18; R16810-04-19; R16810-04-20; R16810-04-21; R16810-04-22; R16814-04-01; R16814-04-02; R16814-04-03; R16814-04-19; R16810-05-01; R16810-05-02; R16810-05-03; R16810-05-04; R16810-05-05; R16810-05-06; R16810-05-07; R16810-05-08; R16810-05-09; R16810-05-10; R16810-05-11; R16810-05-12; R16810-05-13; R16810-05-14; R16810-05-15; R16810-05-16; R16810-05-17; R16810-05-18; R16810-05-19; R16810-05-20; R16814-04-16; R16814-04-15; R16814-04-14; R16814-04-13; R16814-04-12; R16814-04-11; and R16814-04-10, to be known as the “Upper Rockyford Special Tax District”, and shall such special tax district be further authorized to: (1) deliver public services affecting the proposed special tax district, including rehabilitating and repairing the Upper Rockyford Lake Dam, improving the Upper Rockyford Lake and providing for ongoing maintenance, repairs and improvements related to the operations of the area constituting the special tax district; (2) issue general obligation bonds through Richland County in an amount not exceeding one million five hundred thousand dollars (\$1,500,000); and (3) impose (i) an annual tax levy upon each tax parcel within the special tax district of not to exceed 150 mills for the life of the special tax district; or (ii) an annual user service charge upon each tax parcel within the special tax district in an amount not exceeding \$1,500 for the life of the special tax district?

Yes, in favor of the question []

No, opposed to the question []

If you wish to vote yes for this proposition, please check or mark - “Yes, in favor of the question.” If you wish to vote no for this proposition, please check or mark - “No, opposed to the question.”

The returns for each precinct in the District have been duly canvassed, and it is hereby declared that the votes received resulted favorably for the passage of the Question, there being 79 votes cast in favor of the Question and 6 votes cast opposed to the Question. A more detailed analysis of the official results of each precinct is attached hereto as Exhibit A.

It is hereby certified that all acts, conditions and things required by the Richland County Board of Voter Registration and Elections under the Constitution and statutes of the State of South Carolina, including particularly Titles 4 and 7 of the Code of Laws of South Carolina, 1976, as amended, to exist, to happen and to be performed precedent to and in the conduction of the Election existed, have happened and were performed in due time, form and manner as required by law.

This Certificate shall forthwith be forwarded to the County Council of Richland County, South Carolina as a means of certifying the results of the Election.

Done this 24th day of June, 2016.

RICHLAND COUNTY BOARD OF VOTER
REGISTRATION AND ELECTIONS



Executive Director

(SEAL)

WITNESS:

By: Jenetta Simmons, MA
Title: Outreach coord.

Exhibit A

Results of Referendum

STATE OF SOUTH CAROLINA
COUNTY COUNCIL FOR RICHLAND COUNTY
ORDINANCE NO. ____

AN ORDINANCE

TO ESTABLISH AND CREATE A SPECIAL TAX DISTRICT WITHIN RICHLAND COUNTY, SOUTH CAROLINA, TO BE KNOWN AS THE “ROCKY FORD LAKE SPECIAL TAX DISTRICT”; TO DEFINE THE NATURE AND LEVEL OF SERVICES TO BE RENDERED THEREIN; TO AUTHORIZE THE IMPOSITION OF *AD VALOREM* TAXES AND USER SERVICE CHARGES THEREIN, WHICH SHALL BE IMPOSED SOLELY WITHIN THE SPECIAL TAX DISTRICT; TO ESTABLISH A COMMISSION FOR THE TAX DISTRICT AND PROVIDE THE TERMS THEREFOR; AND ALL OTHER MATTERS RELATED THERETO.

BE IT ORDAINED by the County Council of Richland County, South Carolina, in meeting duly assembled:

Section 1 Findings.

Incident to the enactment of this ordinance (this “*Ordinance*”) and the establishment of the special tax district provided herein, the County Council of Richland County (the “*Council*”), the governing body of Richland County, South Carolina (the “*County*”), finds that the facts set forth in this section exist and the statements made with respect thereto are in all respects true and correct:

1. The County is a body politic and corporate of the State of South Carolina (the “*State*”) and as such possesses all general powers granted to counties of the State.

2. The Council received a certified petition (the “*Petition*”) requesting that a referendum be held with respect to the establishment of a special tax district within the area of the County commonly known as “Rocky Ford Lake”. The Petition requested the formation of the Rocky Ford Lake Special Tax District (the “*District*”), the delivery of public services within the District, including, but not limited to, the rehabilitation of the Rocky Ford Lake and ongoing maintenance, repairs and improvements related to the operations of the District, the levy and collection of taxes and/or service charges within the area of the District and the issuance of general obligation bonds of the County for the benefit of the District, as the case may be.

3. By the terms of a Resolution of the Council entitled, “A RESOLUTION CERTIFYING A PETITION RECEIVED BY RICHLAND COUNTY, SOUTH CAROLINA, PURSUANT TO SECTION 4-9-30(5)(a) OF THE CODE OF LAWS OF SOUTH CAROLINA, 1976, AS AMENDED, AND OTHER MATTERS RELATING THERETO” dated June 7, 2016, the Council determined that the Petition complied with the requirements of Section 4-9-30(5)(a)(i) of the Code of Laws of South Carolina, 1976, as amended.

4. Thereafter, by a Resolution of the Richland County Board of Voter Registration and Elections (the “*Election Commission*”) dated June 16, 2016, the Election Commission ordered that a referendum be held on August 23, 2016 (the “*Referendum*”) on the following question:

Shall Richland County, South Carolina be authorized to create a special tax district within the area commonly known as the “Rocky Ford Lake”, which area includes tax map parcels: R16805-03-05; R16805-03-06; R16805-03-07; R16805-03-01; R16806-04-09; R16806-04-10; R16806-04-11; R16806-04-12; R16806-04-13; R16806-04-02; R16806-04-03; R16806-04-04; R16806-04-05; R16806-04-06; R16806-04-07; R16805-03-02; R16805-03-03; and R16805-03-04, to be known as the “Rocky Ford Lake Special Tax District”, and shall such special tax district be further authorized to: (1) deliver public services affecting the proposed special tax district, including rehabilitating and repairing the Rocky Ford Lake Dam, improving Rocky Ford Lake and providing for ongoing maintenance, repairs and improvements related to the operations of the area constituting the special tax district; (2) issue general obligation bonds through Richland County in an amount not exceeding one million five hundred thousand dollars (\$1,500,000); and (3) impose (i) an annual tax levy upon each tax parcel within the special tax district of not to exceed 300 mills for the life of the special tax district; or (ii) an annual user service charge upon each tax parcel within the special tax district in an amount not exceeding \$3,500 for the life of the special tax district?

Yes, in favor of the question []

No, opposed to the question []

5. The Referendum was properly conducted on August 23, 2016, and resulted in a favorable vote with respect to the questions presented therein.

6. As evidenced by the results of the Referendum, the District, which encompasses those areas provided on the map attached hereto as Exhibit A, shall be created and empowered by the terms of this Ordinance.

Section 2 Holding of Public Hearing and Notice Thereof.

Pursuant to the provisions of Section 4-9-130 of the Code of Laws of South Carolina, 1976, as amended, a public hearing, after giving reasonable notice, is required to be conducted prior to the third and final reading of this Ordinance by Council. In accordance with this provision, a public hearing shall be conducted and due notice shall be provided all as required by said Section 4-9-130. The form of the notice to be published shall be substantially as set forth in Exhibit B attached hereto.

Section 3 Creation of the District.

There is hereby created and established a special tax district within the County to be known as the “Rocky Ford Lake Special Tax District,” which shall include and be comprised of the territory shown on Exhibit A to this Ordinance.

Section 4 Purpose of the District; Services to be Rendered.

The District is created and established for the purpose and function of delivering public services affecting the District, including rehabilitating and repairing the Rocky Ford Lake, improving Rocky Ford Lake Dam and providing for ongoing maintenance, repairs and improvements related to the operations of the area constituting the District.

Section 5 Administration of the District.

The District must be governed by a commission to be known as the Rocky Ford Lake Special Tax District Commission (the “*Commission*”). The Commission shall consist of three members, each of whom shall be a member of the Rocky Ford Lake Company (the “*HOA*”). The three members of the Commission shall be the President of the HOA, *ex officio*, the Vice-President of the HOA, *ex officio*, and the Secretary/Treasurer of the HOA, *ex officio*. The members of the Commission shall serve for so long as they hold those respective titles. Upon any change of the persons serving in such roles, the Commission shall notify the Council in writing of such change within 30 days of the change taking effect. Any failure to provide such notice shall not limit or otherwise affect any actions, powers or other authorizations of the District.

Section 6 Powers of the District.

There is committed to the District the purpose and functions as set forth in Section 4 hereinabove. To that end, the Commission must be empowered to:

- A. notwithstanding the provisions of Section 4-9-30(5)(e) of the Code of Laws of South Carolina, 1976, as amended, regarding the abolition and diminishment of the District which are reserved by the County, the District shall have perpetual succession;
- B. sue and be sued;
- C. adopt, use, and alter a corporate seal;
- D. make bylaws for the management and regulations of its affairs;
- E. acquire, purchase, hold, use, lease, mortgage, sell, transfer, and dispose of any property, real, personal or mixed, or interest in any real, personal or mixed property, and to acquire easements or other property rights necessary for the operation of its stated functions;

F. appoint officers and agents, and employ paid employees and servants, as well as volunteers, and to prescribe the duties of each of these, fix their compensation, if any, and determine if and to what extent they must be bonded for the faithful performance of their duties, and to establish employment policies;

G. enter into contracts, agreements or other covenants for the benefit of the District;

H. make arrangements with the County Treasurer to act as a fiduciary for the benefit of the District;

I. purchase capital items, including equipment, the Commission considers necessary for services in the District;

J. be responsible for the upkeep, maintenance and repairs of the capital items, and to make regular inspections of all capital items;

K. construct, if necessary, buildings to house the equipment provided for in this section;

L. issue general obligation bonds by the County up to the amount authorized in the Referendum;

M. raise funds by levying (through the County Auditor) and collecting (through the County Treasurer) either (1) property taxes in an amount not exceeding the millage authorized in the Referendum, or (2) user charges against each parcel within the District in an amount not exceeding the amount authorized in the Referendum. Any tax or charges levied hereunder must be annually assessed and collected together with the *ad valorem* property taxes due on such property; and

N. do all other acts necessary or convenient to carry out a function or power granted to the District.

Section 7 Notice to Auditor and Treasurer.

In the event the annual taxes or user charges to be levied and collected on behalf of the Commission (as authorized in Section 6(M) above) are to remain unchanged from one fiscal year to the next, in lieu of a formal meeting to adopt the annual taxes or fees, the County may authorize the continuation of such taxes or fees in its annual budget ordinance; in such event, no formal action of the Commission shall be required.

Section 8 Notice to Auditor and Treasurer.

The Auditor and Treasurer of Richland County shall be notified of the enactment of this Ordinance and directed to levy and collect annually the taxes or fees authorized hereby.

Section 9 Other Actions and Instruments.

In order to implement the purposes of, and to give full effect to, this Ordinance and the agreements and actions herein authorized, the Chairman of the Council, the County Administrator (including the Interim County Administrator) and the Clerk are hereby authorized to execute and deliver such certificates, showings, instruments and agreements and to take such further action as such officials shall deem necessary and desirable.

DONE AND ENACTED IN MEETING DULY ASSEMBLED this 4th day of October, 2016.

RICHLAND COUNTY, SOUTH CAROLINA

Chairman

(SEAL)

Clerk to Council

First Reading: September 13, 2016
Second Reading: September 20, 2016
Public Hearing: October 4, 2016
Third Reading: October 4, 2016

Exhibit A
MAP OF DISTRICT



Exhibit B

NOTICE OF PUBLIC HEARINGS

NOTICE IS HEREBY GIVEN that the County Council of Richland County, South Carolina (the “*County Council*”), the governing body of Richland County, South Carolina (the “*County*”), will conduct public hearings (the “*Public Hearings*”) on the proposed enactment of the following ordinances (the “*Ordinances*”):

1. “AN ORDINANCE TO ESTABLISH AND CREATE A SPECIAL TAX DISTRICT WITHIN RICHLAND COUNTY, SOUTH CAROLINA, TO BE KNOWN AS THE “UPPER ROCKYFORD LAKE SPECIAL TAX DISTRICT”; TO DEFINE THE NATURE AND LEVEL OF SERVICES TO BE RENDERED THEREIN; TO AUTHORIZE THE IMPOSITION OF *AD VALOREM* TAXES AND USER SERVICE CHARGES THEREIN, WHICH SHALL BE IMPOSED SOLELY WITHIN THE SPECIAL TAX DISTRICT; TO ESTABLISH A COMMISSION FOR THE TAX DISTRICT AND PROVIDE THE TERMS THEREFOR; AND ALL OTHER MATTERS RELATED THERETO;”
2. “AN ORDINANCE TO ESTABLISH AND CREATE A SPECIAL TAX DISTRICT WITHIN RICHLAND COUNTY, SOUTH CAROLINA, TO BE KNOWN AS THE “CARY LAKE SPECIAL TAX DISTRICT”; TO DEFINE THE NATURE AND LEVEL OF SERVICES TO BE RENDERED THEREIN; TO AUTHORIZE THE IMPOSITION OF *AD VALOREM* TAXES AND USER SERVICE CHARGES THEREIN, WHICH SHALL BE IMPOSED SOLELY WITHIN THE SPECIAL TAX DISTRICT; TO ESTABLISH A COMMISSION FOR THE TAX DISTRICT AND PROVIDE THE TERMS THEREFOR; AND ALL OTHER MATTERS RELATED THERETO;”
3. “AN ORDINANCE TO ESTABLISH AND CREATE A SPECIAL TAX DISTRICT WITHIN RICHLAND COUNTY, SOUTH CAROLINA, TO BE KNOWN AS THE “BEAVER DAM SPECIAL TAX DISTRICT”; TO DEFINE THE NATURE AND LEVEL OF SERVICES TO BE RENDERED THEREIN; TO AUTHORIZE THE IMPOSITION OF *AD VALOREM* TAXES AND USER SERVICE CHARGES THEREIN, WHICH SHALL BE IMPOSED SOLELY WITHIN THE SPECIAL TAX DISTRICT; TO ESTABLISH A COMMISSION FOR THE TAX DISTRICT AND PROVIDE THE TERMS THEREFOR; AND ALL OTHER MATTERS RELATED THERETO;” and
4. “AN ORDINANCE TO ESTABLISH AND CREATE A SPECIAL TAX DISTRICT WITHIN RICHLAND COUNTY, SOUTH CAROLINA, TO BE KNOWN AS THE “ROCKY FORD LAKE SPECIAL TAX DISTRICT”; TO DEFINE THE NATURE AND LEVEL OF SERVICES TO BE RENDERED THEREIN; TO AUTHORIZE THE IMPOSITION OF *AD VALOREM* TAXES AND USER SERVICE CHARGES THEREIN, WHICH SHALL BE IMPOSED SOLELY WITHIN THE SPECIAL TAX DISTRICT; TO ESTABLISH A COMMISSION FOR THE TAX DISTRICT AND PROVIDE THE TERMS THEREFOR; AND ALL OTHER MATTERS RELATED THERETO.”

The Public Hearings shall be held on October 4, 2016 at 6:00 p.m., in the chambers of County Council, which are located at the Richland County Administrative Facility, 2020 Hampton Street, Columbia, South Carolina 29201.

All interested persons will be given an opportunity to be heard and express their views at the Public Hearings. Copies of the Ordinances are available for review at the County's administrative facility during normal business hours.

STATE OF SOUTH CAROLINA
COUNTY COUNCIL FOR RICHLAND COUNTY
RESOLUTION NO. ____

A RESOLUTION

TO DECLARE THE RESULTS OF A REFERENDUM CONDUCTED FOR
THE ROCKY FORD LAKE SPECIAL TAX DISTRICT HELD IN RICHLAND
COUNTY, SOUTH CAROLINA ON AUGUST 23, 2016

WHEREAS, there has been received by the County Council of Richland County (the “Council”), the governing body of Richland County, South Carolina (the “County”), certification of the Richland County Board of Voter Registration and Elections that a referendum held in the County on August 23, 2016 (the “Election”) did result in the approval of the creation of the Rocky Ford Lake Special Tax District.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNTY COUNCIL IN A
MEETING DULY ASSEMBLED:

Section 1.

It is hereby declared, pursuant to Section 4-9-30(a)(i) of the Code of Laws of South Carolina, 1976, as amended (the “Act”), that the Election was held, at which was submitted to the qualified electors of the County the following question:

Shall Richland County, South Carolina be authorized to create a special tax district within the area commonly known as the “Rocky Ford Lake”, which area includes tax map parcels: R16805-03-05; R16805-03-06; R16805-03-07; R16805-03-01; R16806-04-09; R16806-04-10; R16806-04-11; R16806-04-12; R16806-04-13; R16806-04-02; R16806-04-03; R16806-04-04; R16806-04-05; R16806-04-06; R16806-04-07; R16805-03-02; R16805-03-03; and R16805-03-04, to be known as the “Rocky Ford Lake Special Tax District”, and shall such special tax district be further authorized to: (1) deliver public services affecting the proposed special tax district, including rehabilitating and repairing the Rocky Ford Lake Dam, improving Rocky Ford Lake and providing for ongoing maintenance, repairs and improvements related to the operations of the area constituting the special tax district; (2) issue general obligation bonds through Richland County in an amount not exceeding one million five hundred thousand dollars (\$1,500,000); and (3) impose (i) an annual tax levy upon each tax parcel within the special tax district of not to exceed 300 mills for the life of the special tax district; or (ii) an annual user service charge upon each tax parcel within the special tax district in an amount not exceeding \$3,500 for the life of the special tax district?

Yes, in favor of the question []

No, opposed to the question []

The Election resulted favorably to the question being submitted therein, there being 27 votes cast in favor of the question and 0 votes cast opposed to the question.

Section 2.

The adoption of this resolution constitutes due publication of the results of the Election in accordance with terms of the Act.

Done this 13th day of September, 2016.

RICHLAND COUNTY, SOUTH CAROLINA

Chairman

(SEAL)

Clerk to Council

It is hereby certified that all acts, conditions and things required by the Richland County Board of Voter Registration and Elections under the Constitution and statutes of the State of South Carolina, including particularly Titles 4 and 7 of the Code of Laws of South Carolina, 1976, as amended, to exist, to happen and to be performed precedent to and in the conduction of the Election existed, have happened and were performed in due time, form and manner as required by law.

This Certificate shall forthwith be forwarded to the County Council of Richland County, South Carolina as a means of certifying the results of the Election.

Done this 25th day of August, 2016.

RICHLAND COUNTY BOARD OF VOTER
REGISTRATION AND ELECTIONS


Executive Director

(SEAL)

WITNESS:

By: Yvonne Simms
Title: Outreach Coord.

Exhibit A

Results of Referendum

Run Date:08/23/16 07:15 PM

Report EL45A Page 001

	TOTAL VOTES	%	Optical Scan	iVotronic	Flash Data
PRECINCTS COUNTED (OF 5)	3	60.00			
REGISTERED VOTERS - TOTAL	38				
BALLOTS CAST - TOTAL	27		5	22	0
VOTER TURNOUT - TOTAL		71.05			
QUESTION					
Vote for 1					
Yes, in favor of the question	27	100.00	5	22	0
No, opposed to the question	0		0	0	0
Total	27		5	22	0

STATE OF SOUTH CAROLINA
COUNTY COUNCIL FOR RICHLAND COUNTY
ORDINANCE NO. ____

AN ORDINANCE

TO ESTABLISH AND CREATE A SPECIAL TAX DISTRICT WITHIN RICHLAND COUNTY, SOUTH CAROLINA, TO BE KNOWN AS THE “BEAVER DAM SPECIAL TAX DISTRICT”; TO DEFINE THE NATURE AND LEVEL OF SERVICES TO BE RENDERED THEREIN; TO AUTHORIZE THE IMPOSITION OF *AD VALOREM* TAXES AND USER SERVICE CHARGES THEREIN, WHICH SHALL BE IMPOSED SOLELY WITHIN THE SPECIAL TAX DISTRICT; TO ESTABLISH A COMMISSION FOR THE TAX DISTRICT AND PROVIDE THE TERMS THEREFOR; AND ALL OTHER MATTERS RELATED THERETO.

BE IT ORDAINED by the County Council of Richland County, South Carolina, in meeting duly assembled:

Section 1 Findings.

Incident to the enactment of this ordinance (this “*Ordinance*”) and the establishment of the special tax district provided herein, the County Council of Richland County (the “*Council*”), the governing body of Richland County, South Carolina (the “*County*”), finds that the facts set forth in this section exist and the statements made with respect thereto are in all respects true and correct:

1. The County is a body politic and corporate of the State of South Carolina (the “*State*”) and as such possesses all general powers granted to counties of the State.

2. The Council received a certified petition (the “*Petition*”) requesting that a referendum be held with respect to the establishment of a special tax district within the area of the County commonly known as “Beaver Dam” (a.k.a. Boyd’s Pond 2). The Petition requested the formation of the Beaver Dam Special Tax District (the “*District*”), the delivery of public services within the District, including, but not limited to, the rehabilitation of the Beaver Dam Lake and ongoing maintenance, repairs and improvements related to the operations of the District, the levy and collection of taxes and/or service charges within the area of the District and the issuance of general obligation bonds of the County for the benefit of the District, as the case may be.

3. By the terms of a Resolution of the Council entitled, “A RESOLUTION CERTIFYING A PETITION RECEIVED BY RICHLAND COUNTY, SOUTH CAROLINA, PURSUANT TO SECTION 4-9-30(5)(a) OF THE CODE OF LAWS OF SOUTH CAROLINA, 1976, AS AMENDED, AND OTHER MATTERS RELATING THERETO” dated June 7, 2016, the Council determined that the Petition complied with the requirements of Section 4-9-30(5)(a)(i) of the Code of Laws of South Carolina, 1976, as amended.

4. Thereafter, by a Resolution of the Richland County Board of Voter Registration and Elections (the “*Election Commission*”) dated June 16, 2016, the Election Commission ordered that a referendum be held on August 23, 2016 (the “*Referendum*”) on the following question:

Shall Richland County, South Carolina be authorized to create a special tax district within the area commonly known as the “Beaver Dam” (a.k.a Boyd’s Pond 2), which area includes tax map parcels: R22809-05-04; R22809-05-03; R22809-05-05; R22809-05-01; R22712-01-03; R22712-01-02; R22712-01-01; R22708-03-08; R22708-03-07; R22708-03-06; R22708-03-05; R22708-03-04; R22708-03-03; R22708-03-02; R22708-03-01; R22712-01-30; R22712-01-23; R22712-01-24; R22712-01-25; R22712-01-26; R22712-01-33; R22712-01-29; R22712-01-32; R22712-01-31; R22712-01-07; R22712-01-06; R22712-01-05; R22708-03-11; R22708-03-10; and R22716-01-01, to be known as the “Beaver Dam Special Tax District”, and shall such special tax district be further authorized to: (1) deliver public services affecting the proposed special tax district, including rehabilitating and repairing the Beaver Dam, improving Beaver Dam Lake and providing for ongoing maintenance, repairs and improvements related to the operations of the area constituting the special tax district; (2) issue general obligation bonds through Richland County in an amount not exceeding one million five hundred thousand dollars (\$1,500,000); and (3) impose (i) an annual tax levy upon each tax parcel within the special tax district of not to exceed 200 mills for the life of the special tax district; or (ii) an annual user service charge upon each tax parcel within the special tax district in an amount not exceeding \$2,000 for the life of the special tax district?

Yes, in favor of the question []

No, opposed to the question []

5. The Referendum was properly conducted on August 23, 2016, and resulted in a favorable vote with respect to the questions presented therein.

6. As evidenced by the results of the Referendum, the District, which encompasses those areas provided on the map attached hereto as Exhibit A, shall be created and empowered by the terms of this Ordinance.

Section 2 Holding of Public Hearing and Notice Thereof.

Pursuant to the provisions of Section 4-9-130 of the Code of Laws of South Carolina, 1976, as amended, a public hearing, after giving reasonable notice, is required to be conducted prior to the third and final reading of this Ordinance by Council. In accordance with this provision, a public hearing shall be conducted and due notice shall be provided all as required by said Section 4-9-130. The form of the notice to be published shall be substantially as set forth in

Exhibit B attached hereto.

Section 3 Creation of the District.

There is hereby created and established a special tax district within the County to be known as the “Beaver Dam Special Tax District,” which shall include and be comprised of the territory shown on Exhibit A to this Ordinance.

Section 4 Purpose of the District; Services to be Rendered.

The District is created and established for the purpose and function of delivering public services affecting the District, including rehabilitating and repairing the Beaver Dam Lake, improving Beaver Dam Lake and providing for ongoing maintenance, repairs and improvements related to the operations of the area constituting the District.

Section 5 Administration of the District.

The District must be governed by a commission to be known as the Beaver Dam Special Tax District Commission (the “*Commission*”). The Commission shall consist of three members, each of whom shall be a member of the Beaver Dam Lake Homeowners Association, Inc. (the “*HOA*”). The three members of the Commission shall be the President of the HOA, *ex officio*, the Vice-President of the HOA, *ex officio*, and the Treasurer of the HOA, *ex officio*. The members of the Commission shall serve for so long as they hold those respective titles. Upon any change of the persons serving in such roles, the Commission shall notify the Council in writing of such change within 30 days of the change taking effect. Any failure to provide such notice shall not limit or otherwise affect any actions, powers or other authorizations of the District.

Section 6 Powers of the District.

There is committed to the District the purpose and functions as set forth in Section 4 hereinabove. To that end, the Commission must be empowered to:

- A. notwithstanding the provisions of Section 4-9-30(5)(e) of the Code of Laws of South Carolina, 1976, as amended, regarding the abolition and diminishment of the District which are reserved by the County, the District shall have perpetual succession;
- B. sue and be sued;
- C. adopt, use, and alter a corporate seal;
- D. make bylaws for the management and regulations of its affairs;
- E. acquire, purchase, hold, use, lease, mortgage, sell, transfer, and dispose of any property, real, personal or mixed, or interest in any real, personal or mixed property, and to

acquire easements or other property rights necessary for the operation of its stated functions;

F. appoint officers and agents, and employ paid employees and servants, as well as volunteers, and to prescribe the duties of each of these, fix their compensation, if any, and determine if and to what extent they must be bonded for the faithful performance of their duties, and to establish employment policies;

G. enter into contracts, agreements or other covenants for the benefit of the District;

H. make arrangements with the County Treasurer to act as a fiduciary for the benefit of the District;

I. purchase capital items, including equipment, the Commission considers necessary for services in the District;

J. be responsible for the upkeep, maintenance and repairs of the capital items, and to make regular inspections of all capital items;

K. construct, if necessary, buildings to house the equipment provided for in this section;

L. issue general obligation bonds by the County up to the amount authorized in the Referendum;

M. raise funds by levying (through the County Auditor) and collecting (through the County Treasurer) either (1) property taxes in an amount not exceeding the millage authorized in the Referendum, or (2) user charges against each parcel within the District in an amount not exceeding the amount authorized in the Referendum. Any tax or charges levied hereunder must be annually assessed and collected together with the *ad valorem* property taxes due on such property; and

N. do all other acts necessary or convenient to carry out a function or power granted to the District.

Section 7 Notice to Auditor and Treasurer.

In the event the annual taxes or user charges to be levied and collected on behalf of the Commission (as authorized in Section 6(M) above) are to remain unchanged from one fiscal year to the next, in lieu of a formal meeting to adopt the annual taxes or fees, the County may authorize the continuation of such taxes or fees in its annual budget ordinance; in such event, no formal action of the Commission shall be required.

Section 8 Notice to Auditor and Treasurer.

The Auditor and Treasurer of Richland County shall be notified of the enactment of this Ordinance and directed to levy and collect annually the taxes or fees authorized hereby.

Section 9 Other Actions and Instruments.

In order to implement the purposes of, and to give full effect to, this Ordinance and the agreements and actions herein authorized, the Chairman of the Council, the County Administrator (including the Interim County Administrator) and the Clerk are hereby authorized to execute and deliver such certificates, showings, instruments and agreements and to take such further action as such officials shall deem necessary and desirable.

DONE AND ENACTED IN MEETING DULY ASSEMBLED this 4th day of October, 2016.

RICHLAND COUNTY, SOUTH CAROLINA

Chairman

(SEAL)

Clerk to Council

First Reading: September 13, 2016
Second Reading: September 20, 2016
Public Hearing: October 4, 2016
Third Reading: October 4, 2016

Exhibit A
MAP OF DISTRICT



Exhibit B

NOTICE OF PUBLIC HEARINGS

NOTICE IS HEREBY GIVEN that the County Council of Richland County, South Carolina (the “*County Council*”), the governing body of Richland County, South Carolina (the “*County*”), will conduct public hearings (the “*Public Hearings*”) on the proposed enactment of the following ordinances (the “*Ordinances*”):

1. “AN ORDINANCE TO ESTABLISH AND CREATE A SPECIAL TAX DISTRICT WITHIN RICHLAND COUNTY, SOUTH CAROLINA, TO BE KNOWN AS THE “UPPER ROCKYFORD LAKE SPECIAL TAX DISTRICT”; TO DEFINE THE NATURE AND LEVEL OF SERVICES TO BE RENDERED THEREIN; TO AUTHORIZE THE IMPOSITION OF *AD VALOREM* TAXES AND USER SERVICE CHARGES THEREIN, WHICH SHALL BE IMPOSED SOLELY WITHIN THE SPECIAL TAX DISTRICT; TO ESTABLISH A COMMISSION FOR THE TAX DISTRICT AND PROVIDE THE TERMS THEREFOR; AND ALL OTHER MATTERS RELATED THERETO;”
2. “AN ORDINANCE TO ESTABLISH AND CREATE A SPECIAL TAX DISTRICT WITHIN RICHLAND COUNTY, SOUTH CAROLINA, TO BE KNOWN AS THE “CARY LAKE SPECIAL TAX DISTRICT”; TO DEFINE THE NATURE AND LEVEL OF SERVICES TO BE RENDERED THEREIN; TO AUTHORIZE THE IMPOSITION OF *AD VALOREM* TAXES AND USER SERVICE CHARGES THEREIN, WHICH SHALL BE IMPOSED SOLELY WITHIN THE SPECIAL TAX DISTRICT; TO ESTABLISH A COMMISSION FOR THE TAX DISTRICT AND PROVIDE THE TERMS THEREFOR; AND ALL OTHER MATTERS RELATED THERETO;”
3. “AN ORDINANCE TO ESTABLISH AND CREATE A SPECIAL TAX DISTRICT WITHIN RICHLAND COUNTY, SOUTH CAROLINA, TO BE KNOWN AS THE “BEAVER DAM SPECIAL TAX DISTRICT”; TO DEFINE THE NATURE AND LEVEL OF SERVICES TO BE RENDERED THEREIN; TO AUTHORIZE THE IMPOSITION OF *AD VALOREM* TAXES AND USER SERVICE CHARGES THEREIN, WHICH SHALL BE IMPOSED SOLELY WITHIN THE SPECIAL TAX DISTRICT; TO ESTABLISH A COMMISSION FOR THE TAX DISTRICT AND PROVIDE THE TERMS THEREFOR; AND ALL OTHER MATTERS RELATED THERETO;” and
4. “AN ORDINANCE TO ESTABLISH AND CREATE A SPECIAL TAX DISTRICT WITHIN RICHLAND COUNTY, SOUTH CAROLINA, TO BE KNOWN AS THE “ROCKY FORD LAKE SPECIAL TAX DISTRICT”; TO DEFINE THE NATURE AND LEVEL OF SERVICES TO BE RENDERED THEREIN; TO AUTHORIZE THE IMPOSITION OF *AD VALOREM* TAXES AND USER SERVICE CHARGES THEREIN, WHICH SHALL BE IMPOSED SOLELY WITHIN THE SPECIAL TAX DISTRICT; TO ESTABLISH A COMMISSION FOR THE TAX DISTRICT AND PROVIDE THE TERMS THEREFOR; AND ALL OTHER MATTERS RELATED THERETO.”

The Public Hearings shall be held on October 4, 2016 at 6:00 p.m., in the chambers of County Council, which are located at the Richland County Administrative Facility, 2020 Hampton Street, Columbia, South Carolina 29201.

All interested persons will be given an opportunity to be heard and express their views at the Public Hearings. Copies of the Ordinances are available for review at the County's administrative facility during normal business hours.

STATE OF SOUTH CAROLINA
COUNTY COUNCIL FOR RICHLAND COUNTY
RESOLUTION NO. ____

A RESOLUTION

TO DECLARE THE RESULTS OF A REFERENDUM CONDUCTED FOR
THE BEAVER DAM SPECIAL TAX DISTRICT HELD IN RICHLAND
COUNTY, SOUTH CAROLINA ON AUGUST 23, 2016

WHEREAS, there has been received by the County Council of Richland County (the “Council”), the governing body of Richland County, South Carolina (the “County”), certification of the Richland County Board of Voter Registration and Elections that a referendum held in the County on August 23, 2016 (the “Election”) did result in the approval of the creation of the Beaver Dam Special Tax District.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNTY COUNCIL IN A MEETING DULY ASSEMBLED:

Section 1.

It is hereby declared, pursuant to Section 4-9-30(a)(i) of the Code of Laws of South Carolina, 1976, as amended (the “Act”), that the Election was held, at which was submitted to the qualified electors of the County the following question:

Shall Richland County, South Carolina be authorized to create a special tax district within the area commonly known as the “Beaver Dam” (a.k.a Boyd’s Pond 2), which area includes tax map parcels: R22809-05-04; R22809-05-03; R22809-05-05; R22809-05-01; R22712-01-03; R22712-01-02; R22712-01-01; R22708-03-08; R22708-03-07; R22708-03-06; R22708-03-05; R22708-03-04; R22708-03-03; R22708-03-02; R22708-03-01; R22712-01-30; R22712-01-23; R22712-01-24; R22712-01-25; R22712-01-26; R22712-01-33; R22712-01-29; R22712-01-32; R22712-01-31; R22712-01-07; R22712-01-06; R22712-01-05; R22708-03-11; R22708-03-10; and R22716-01-01, to be known as the “Beaver Dam Special Tax District”, and shall such special tax district be further authorized to: (1) deliver public services affecting the proposed special tax district, including rehabilitating and repairing the Beaver Dam, improving Beaver Dam Lake and providing for ongoing maintenance, repairs and improvements related to the operations of the area constituting the special tax district; (2) issue general obligation bonds through Richland County in an amount not exceeding one million five hundred thousand dollars (\$1,500,000); and (3) impose (i) an annual tax levy upon each tax parcel within the special tax district of not to exceed 200 mills for the life of the special tax district; or (ii) an annual user service charge upon each tax parcel within the special tax district in an amount not exceeding \$2,000 for the life of the special tax district?

Yes, in favor of the question []

No, opposed to the question []

The Election resulted favorably to the question being submitted therein, there being 47 votes cast in favor of the question and 2 votes cast opposed to the question.

Section 2.

The adoption of this resolution constitutes due publication of the results of the Election in accordance with terms of the Act.

Done this 13th day of September, 2016.

RICHLAND COUNTY, SOUTH CAROLINA

Chairman

(SEAL)

Clerk to Council

STATE OF SOUTH CAROLINA)
)
 COUNTY OF RICHLAND) CERTIFICATE OF RICHLAND
) COUNTY BOARD OF VOTER
) REGISTRATION AND ELECTIONS

I, the undersigned executive director of the Richland County Board of Voter Registration and Elections do hereby declare and certify as follows:

I did duly appoint Managers of Election (the “*Managers of Election*”) for each precinct within the Beaver Dam Special Tax District (the “*District*”) for a special referendum (the “*Election*”) held on August 23, 2016, at which the following question was submitted to all qualified electors of the District (the “*Question*”), to wit:

Shall Richland County, South Carolina be authorized to create a special tax district within the area commonly known as the “Beaver Dam” (a.k.a Boyd’s Pond 2), which area includes tax map parcels: R22809-05-04; R22809-05-03; R22809-05-05; R22809-05-01; R22712-01-03; R22712-01-02; R22712-01-01; R22708-03-08; R22708-03-07; R22708-03-06; R22708-03-05; R22708-03-04; R22708-03-03; R22708-03-02; R22708-03-01; R22712-01-30; R22712-01-23; R22712-01-24; R22712-01-25; R22712-01-26; R22712-01-33; R22712-01-29; R22712-01-32; R22712-01-31; R22712-01-07; R22712-01-06; R22712-01-05; R22708-03-11; R22708-03-10; and R22716-01-01, to be known as the “Beaver Dam Special Tax District”, and shall such special tax district be further authorized to: (1) deliver public services affecting the proposed special tax district, including rehabilitating and repairing the Beaver Dam, improving Beaver Dam Lake and providing for ongoing maintenance, repairs and improvements related to the operations of the area constituting the special tax district; (2) issue general obligation bonds through Richland County in an amount not exceeding one million five hundred thousand dollars (\$1,500,000); and (3) impose (i) an annual tax levy upon each tax parcel within the special tax district of not to exceed 200 mills for the life of the special tax district; or (ii) an annual user service charge upon each tax parcel within the special tax district in an amount not exceeding \$2,000 for the life of the special tax district?

 (Yes, in favor of the question []
 No, opposed to the question []

The returns for each precinct in the District have been duly canvassed, and it is hereby declared that the votes received resulted favorably for the passage of the Question, there being 47 votes cast in favor of the Question and 2 votes cast opposed to the Question. A more detailed analysis of the official results of each precinct is attached hereto as Exhibit A.

It is hereby certified that all acts, conditions and things required by the Richland County Board of Voter Registration and Elections under the Constitution and statutes of the State of South Carolina, including particularly Titles 4 and 7 of the Code of Laws of South Carolina, 1976, as amended, to exist, to happen and to be performed precedent to and in the conduct of the Election existed, have happened and were performed in due time, form and manner as required

It is hereby certified that all acts, conditions and things required by the Richland County Board of Voter Registration and Elections under the Constitution and statutes of the State of South Carolina, including particularly Titles 4 and 7 of the Code of Laws of South Carolina, 1976, as amended, to exist, to happen and to be performed precedent to and in the conduction of the Election existed, have happened and were performed in due time, form and manner as required by law.

This Certificate shall forthwith be forwarded to the County Council of Richland County, South Carolina as a means of certifying the results of the Election.

Done this 25th day of August, 2016.

RICHLAND COUNTY BOARD OF VOTER
REGISTRATION AND ELECTIONS


Executive Director

(SEAL)

WITNESS:

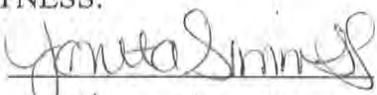
By: 
Title: Outreach Coord

Exhibit A

Results of Referendum

Run Date:08/23/16 07:11 PM

Report EL45A Page 001

	TOTAL VOTES	%	Optical Scan	iVotronic	Flash Data
PRECINCTS COUNTED (OF 5)	5	100.00			
REGISTERED VOTERS - TOTAL	70				
BALLOTS CAST - TOTAL	49		14	35	0
VOTER TURNOUT - TOTAL		70.00			
QUESTION					
Vote for 1					
Yes, in favor of the question.	47	95.92	14	33	0
No, opposed to the question	2	4.08	0	2	0
Total	49		14	35	0