

RICHLAND COUNTY
COUNTY COUNCIL AGENDA



Tuesday, APRIL 02, 2019

6:00 PM

COUNCIL CHAMBERS

RICHLAND COUNTY COUNCIL 2019



Bill Malinowski
District 1
2018-2022



Joyce Dickerson
District 2
2016-2020



Yvonne McBride
District 3
2016-2020



Paul Livingston
District 4
2018-2022



Allison Terracio
District 5
2018-2022



Joe Walker, III
District 6
2018-2022



Gwendolyn Kennedy
District 7
2016-2020



Jim Manning
District 8
2016-2020



Calvin "Chip" Jackson
District 9
2016-2020



Dalhi Myers
District 10
2016-2020



Chakisse Newton
District 11
2018-2022





Richland County Council

Regular Session
April 02, 2019 - 6:00 PM
Council Chambers
2020 Hampton Street, Columbia, SC 29201

1. **CALL TO ORDER** The Honorable Paul Livingston
Chair Richland County Council
2. **INVOCATION** The Honorable Gwen Kennedy
3. **PLEDGE OF ALLEGIANCE** The Honorable Gwen Kennedy
4. **PRESENTATION OF RESOLUTIONS/PROCLAMATIONS**
 - a. Resolution for Richland Library Chief Operating Officer Steve Sullivan The Honorable Paul Livingston
 - b. Proclamation Proclaiming April as Fair Housing Month in Richland County The Honorable Paul Livingston
5. **PRESENTATION**
 - a. SC Gospel Quartet Blanche Goodson
6. **APPROVAL OF MINUTES** The Honorable Paul Livingston
 - a. March 5, 2019 {Portion} [PAGE 10]
 - b. Regular Session: March 19, 2019 [PAGES 11-27]
 - c. Zoning Public Hearing: March 26, 2019 [PAGES 28-32]
 - d. Special Called Meeting: March 26, 2019 [PAGES 33-34]
7. **ADOPTION OF AGENDA** The Honorable Paul Livingston

8. REPORT OF THE ATTORNEY FOR EXECUTIVE SESSION ITEMS

Larry Smith,
County Attorney

- a. CHA Consulting, Inc. v. Dennis Corporation Daniel R. Dennis, and Richland County

9. CITIZEN'S INPUT

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

10. CITIZEN'S INPUT

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

11. REPORT OF THE INTERIM COUNTY ADMINISTRATOR

- a. 911 Communications [ACTION] [PAGES 35-47]
- b. Columbia/Richland Fire 2018 Annual Report [PAGES 48-90]

12. REPORT OF THE CLERK OF COUNCIL

Kimberly Williams-Roberts,
Clerk to Council

- a. Upcoming Work Sessions:
 - 1. April 16 - Business License Ordinance
 - 2. May 7 - Annexation
- b. 24th Annual Columbia International Festival, April 6 - 7, State Fairgrounds
- c. CASA Volunteer Appreciation Luncheon, April 17, Noon, Doko Manor, 100 Alvina Hagood Circle, Blythewood

13. REPORT OF THE CHAIR

The Honorable Paul Livingston

- a. Recognition of Miss Midlands Queen: Traci Cooper, Local Executive Director - Miss Midlands Pageant
- b. Creation of Flood and Drainage Project Ad Committee [PAGES 91-97]

14. OPEN / CLOSE PUBLIC HEARINGS

The Honorable Paul Livingston

- a. An Ordinance Amending the Richland County Code of Ordinances; Chapter 17, Motor Vehicles and Traffic; Article II, General Traffic and Parking Regulations; Section 17-10, Parking in Residential and Commercial Zones of the County; so as to define vehicles subject thereto
- b. An Ordinance Amending the Richland County Code of Ordinances, Chapter 18, Offenses, to add Section 18-7, Public Nuisances; and Amending Chapter 16, Licenses and Miscellaneous Business Regulations, Section 16-18, relative to license suspension and revocation for a business determined to be a public nuisance

15. APPROVAL OF CONSENT ITEMS

The Honorable Paul Livingston

- a. 19-001MA
Michael A. Niermeier
RU to OI (33.16 Acres)
Lower Richland Boulevard
TMS # R12700-03-29 [SECOND READING] [**PAGES 98-99**]
- b. 19-003MA
Anna Fonseca
OI to RS-HD (1.55 Acres)
Farrow Road & Plantation Drive
TMS # R17300-02-22 [SECOND READING] [**PAGES 100-101**]
- c. 19-005MA
Ray L. Derrick
RU to NC (3.76 Acres)
1012 Bickley Road
R02415-02-01 [SECOND READING] [**PAGES 102-103**]
- d. 19-007MA
Deborah Stratton
RU to NC (2 Acres)
2241 Clemson Road
TMS # R20281-01-24 [SECOND READING] [**PAGES 104-105**]
- e. Rural Zoning vs. Open Space Provision – Rural minimum lot size is 0.76 acre lots. Open space provision will allow high density lots with green space set aside. The uses for housing are similar but the capacity is different; therefore, there should be a zoning change from any current zoning to another defined use [N. JACKSON] [**PAGES 106-141**]
- f. An Ordinance Amending Richland County Code of Ordinances Chapter 16, Licenses and Miscellaneous

Business Regulations, by adding Section 16-23, "Health Massage, Bodywork Therapists, and Massage Establishments" [FIRST READING] [PAGES 142-151]

- g. Approval of Purchase: Fire Pumper Truck [PAGES 152-155]
- h. Richland Rebuilds (1228 Tolliver Street) - Required Change Order [PAGES 156-158]
- i. Southeast Sewer Project Award [PAGES 159-163]
- j. Internal Auditor [PAGES 164-167]

16. THIRD READING ITEMS

The Honorable Paul Livingston

- a. An Ordinance Amending the Richland County Code of Ordinances; Chapter 17, Motor Vehicles and Traffic; Article II, General Traffic and Parking Regulations; Section 17-10, Parking in Residential and Commercial Zones of the County; so as to define vehicles subject thereto [PAGES 168-172]

17. SECOND READING ITEMS

The Honorable Paul Livingston

- a. An Ordinance Amending the Richland County Code of Ordinances, Chapter 18, Offenses, to add Section 18-7, Public Nuisances; and Amending Chapter 16, Licenses and Miscellaneous Business Regulations, Section 16-18, relative to license suspension and revocation for a business determined to be a public nuisance [PAGES 173-181]

The Honorable Gwen Kennedy

18. REPORT OF DEVELOPMENT & SERVICES COMMITTEE

- a. Bulk Item Collection Procedure [PAGES 182-184]

The Honorable Joyce Dickerson

19. REPORT OF ADMINISTRATION & FINANCE COMMITTEE

- a. Affordable Housing Development Project [PAGES 185-312]
- b. An Ordinance Amending the Richland County Code of Ordinances, Chapter 2, Administration; so as to restructure the departments of the County [FIRST READING] [PAGES 313-396]
- c. I move that Richland County Council pass a resolution urging the South Carolina State Legislature to pass the Equal Rights Amendment, making it the final state required to ratify the Amendment. [TERRACIO] [PAGES 397-399]

20. REPORT OF ECONOMIC DEVELOPMENT COMMITTEE

The Honorable Calvin Jackson

- a. An Ordinance Consenting to the conversion of an existing lease purchase agreement between Richland County (the "County") and Mars Petcare US, Inc., f/k/a Kal Kan Foods, Inc. (the "Company") to a fee in lieu of tax agreement pursuant to Title 12, Chapter 44, South Carolina Code, 1976, as amended; authorizing the execution and delivery of a fee in lieu of tax (conversion) agreement by and between the County and the Company; authorizing the reconveyance by the County to the Company of the property subject to such lease purchase agreement and other related matters [FIRST READING] [PAGES 400-427]
- b. Committing to negotiate a fee-in-lieu of ad valorem taxes agreement between Richland County and an entity known for the time begin as "Project M19," identifying the project; and other matters related thereto [PAGES 428-429]
- c. Authorizing the execution and delivery of a fee-in-lieu of ad valorem taxes agreement by and between Richland County, South Carolina and an entity known for the time being as "Project M19" to provide for payment of a fee-in-lieu of taxes; and other related matters [FIRST READING] [PAGES 430-461]
- d. To provide authorization for an installment purchase plan of finance for certain capital projects (Economic Development Infrastructure) in the County; and other related matters [PAGES 462-465]
- e. To provide authorization for an installment purchase plan of finance for certain capital projects (Parking) in the County; and other related matters [PAGES 466-469]

The Honorable Calvin Jackson

21. REPORT OF THE TRANSPORTATION AD HOC COMMITTEE

- a. Approval of CR Jackson's request to utilize Richland County's Property for their assets, during the construction of Clemson Road Widening [PAGES 470-474]
- b. Approval of the Executive Summary and Recommendations:
 - 1. Lower Richland Widening [PAGES 475-491]
 - 2. Polo Road Widening [PAGES 492-498]

- 3. Smith/Rocky Brank Greenway A, B, C [PAGES 500-509]
- 4. Crane Creek Greenway A, B, C [PAGES 510-516]
- 5. Shop Road Extension Phase 2 [PAGES 517-520]
- c. Approval of Shop Road Termini Studies and Recommendations at George Rogers and Mauney [PAGES 521-526]
- d. Approval of Decker/Woodfield Neighborhood Improvement Project Utility Agreement for AT&T Design [PAGES 527-531]
- e. Approval of Greene Street Phase 2 Condemnations:
 - 1. 5 Railroad Tracts [PAGES 532-541]
 - 2. 2 Guingard Tracts [542-545]
- f. Approval of Greene Street Phase 2 Gadsden Closure [PAGES 546-548]
- g. Approval of Greenway Category Summary and Recommendations [PAGES 549-567]
- h. Three Rivers Greenway CSX Railroad Permit [PAGES 568-570]
- i. Approval of Budget Transfers Between Penny Projects [PAGES 571-572]
- j. Approval of Mitigation Credit Sales [PAGES 573-583]
- k. Discussion: Program Status Update [PAGES 584-590]

22. OTHER ITEMS

- a. FY19 - District 8 Hospitality Tax Allocations [PAGES 591-592]

23. EXECUTIVE SESSION

Larry Smith,
County Attorney

24. MOTION PERIOD

- a. Resolution Honoring the Ridgeview High School Boys' Basketball Team on their championship. The Honorable Calvin Jackson
- b. Resolution Honoring a Richland County Sheriff's Department Officer's Service The Honorable Paul Livingston

25. 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.

Mr. Manning stated Council members do have the ability to call in for a Special Called meeting.

In Favor: Terracio, Malinowski, Jackson, Newton, Myers, Manning, Walker, Dickerson, Livingston and McBride

Present but Not Voting: Kennedy

The vote in favor was unanimous.

- f. Transportation Penny Program Path Forward – Mr. Walker moved, seconded by Mr. Malinowski, to permit staff to begin implementation of its transition of the Penny Program in-house. This transition is to be done in close consultation with the Richland PDT.

Mr. Manning stated he would like to speak in opposition to this motion. Council received 2 different Council Memorandums, on 2 different months, he is unclear as to which of the 2 we were looking at. Also, with the fact that we had the work session the week ago. We had a number of questions, and the answers were provided to us in the middle of the meeting tonight. Not having time to review the answers to the questions were asked. To have such an increased growth in the government to do this Penny Project concerns him greatly.

Mr. Malinowski stated Council has been advised they have the option, at any time, to cease and desist with moving forward.

In Favor: Terracio, Malinowski, Newton, Myers, Walker and Dickerson

Opposed: Manning

Abstain: Jackson, Kennedy, Livingston and McBride

The vote was in favor.

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

In Favor: Manning and McBride

Opposed: Terracio, Malinowski, Newton, Myers, Walker and Dickerson

Abstain: Jackson, Kennedy and Livingston

The motion for reconsideration failed.

23. **MOTION PERIOD**

- a. I move to direct the County Administrator to solicit proposals for a survey to residents of Richland County. The purpose of the survey will be to help the County strategically plan for the future as they continue to grow and meet new challenges. The survey will also assist elected officials, as well as County Administrators, in making critical decisions about prioritizing resources and helping set the direction for the future of the County. The survey will gather and analyze input and data from residents on service quality, priorities and overall performance and satisfaction with County services [WALKER] – This item was referred to the Development & Services Committee.

**Regular Session
March 5, 2019**

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Richland County Council
Regular Session
March 19, 2019 – 6:00 PM
Council Chambers

COUNCIL MEMBERS PRESENT: Paul Livingston, Chair; Dalhi Myers, Vice-Chair; Calvin “Chip” Jackson, Bill Malinowski, Jim Manning, Yvonne McBride, Chakisse Newton, Allison Terracio and Joe Walker III

OTHERS PRESENT: Michelle Onley, Beverly Harris, James Hayes, Kim Williams-Roberts, John Thompson, Stacey Hamm, Eden Logan, Larry Smith, Dwight Hanna, Jennifer Wladischkin, Mohammed Al-Tofan, Brad Farrar, Edward Gomeau, Ismail Ozbek, Dale Welch, Jeff Ruble, Trenia Bowers, Cathy Rawls, Ted Powell, Ashiya Myers, Ashley Powell, Sandra Yudice, Shahid Khan, Allison Stone, Pam Davis, Kim Toney, Janet Claggett and Tiffany Harrison,

1. **CALL TO ORDER** – Mr. Livingston called the meeting to order at approximately 6:00 PM.
2. **INVOCATION** – The invocation was led by the Honorable Dalhi Myers
3. **PLEDGE OF ALLEGIANCE** – The Pledge of Allegiance was led by the Honorable Dalhi Myers

4. **APPROVAL OF MINUTES**

- a. **Regular Session: March 5, 2019** – Ms. Kennedy moved, seconded by Ms. Myers, to approve the minutes as distributed.

Mr. Manning noted the minutes on p. 25 were not completed and requested that portion of the minutes be deferred until the April 2nd Council meeting.

Ms. Kennedy accepted the request to defer that portion of the minutes.

In Favor: Terracio, Malinowski, Jackson, Newton, Myers, Kennedy, Walker, Livingston and McBride

Present but Not Voting: Manning

The vote in favor was unanimous.

5. **ADOPTION OF THE AGENDA** – Mr. Smith stated the following items needed to be added under the Report of the Attorney for Executive Sessions: “Pending Litigation: Weaver vs. Richland County Recreation Commission” and “Contractual Matter: Cedar Cove/Stoney Point”.

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

In Favor: Terracio, Malinowski, Jackson, Newton, Myers, Kennedy, Walker, Livingston and McBride

Present but Not Voting: Manning

The vote in favor was unanimous.

6. **REPORT OF THE ATTORNEY FOR EXECUTIVE SESSION ITEMS** – Mr. Smith stated the following items are eligible for Executive Session.

- a. Blythewood Industrial Site Financing Plan Presentation
- b. Project Kline
- c. Pending Litigation/Legal Advice: Bond Counsel
- d. Pending Litigation: Weaver vs. Richland County Recreation Commission
- e. Contractual Matter: Cedar Cove/Stoney Point
- f. City of Columbia: Intergovernmental Agreement for Bulk Water Sale
- g. Contractual Matters: City of Columbia:
 1. Belvedere Cost Share Proposal – IGA
 2. SE Richland Sewer Issues
 3. Greenway Project at Riverbanks – IGA
 4. Murray Point Water Contract
- h. Administrator Search Update

Mr. Walker moved, seconded by Mr. Malinowski, to go into Executive Session.

In Favor: Terracio, Malinowski, Jackson, Newton, Myers, Kennedy, Walker, Livingston and McBride

Present but Not Voting: Manning

The vote in favor was unanimous for going into Executive Session.

Council went into Executive Session at approximately 6:11 PM and came out at approximately 6:39 PM

Mr. Manning moved, seconded by Ms. McBride, to come out of Executive Session.

In Favor: Terracio, Malinowski, Newton, Kennedy, Manning, Walker and Livingston

Present but Not Voting: Jackson, Myers and McBride

The vote in favor was unanimous to come out of Executive Session.

7. **CITIZENS' INPUT: For Items on the Agenda Not Requiring a Public Hearing** – Mr. Livingston stated Council Rules states there is a total of 30 minutes per public hearing. Once we reach the time limit, the public hearing will come to an end or a Council member will have to make a motion to waive the rules to suspend the rules to continue.

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March 19, 2019**

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Ms. Myers noted that if you speak tonight you will waive your right to speak on this matter when a public hearing is held.

Ms. Angela Koska, Theresa Montgomery, Christine Blaber, Mr. Tom Hoecker, Mr. Carroll Lucas, Mr. Noble Cooper and Ms. Iris St. Marie spoke regarding the re-zoning of the Crickentree Golf Course property.

Ms. Mary McCants spoke regarding the blight in her neighborhood. For the record, she provided pictures of her neighborhood to the Clerk's Office.

Mr. Darrell Sims, Mr. Jason Sanders, Ms. Leukeia Brown, and Mr. James Randolph spoke regarding the proposed nuisance ordinance.

Mr. Malinowski moved, seconded by Ms. Myers, to suspend the rules and allow the remaining citizens to speak.

In Favor: Terracio, Malinowski, Newton, Myers, Kennedy, Manning, Walker, Livingston and McBride

Present but Not Voting: Jackson

The vote in favor was unanimous.

Mr. Jeff Goodwin, Mr. Paul Spenser, Ms. Renee Gardner, Mr. Robert Decker and Mr. Mickey Spillane spoke regarding a potential lawsuit being filed against the County by the Spring Valley HOA.

8. **CITIZENS' INPUT: Must Pertain to Richland County Matters Not on the Agenda** – No one signed up to speak.

9. **REPORT OF THE INTERIM COUNTY ADMINISTRATOR**

- a. **Budget Transfer Policy** – Mr. Hayes stated the representative from our internal auditor spoke, at a recent meeting, about the findings from the audit. One of the findings had to do with strengthening our current budget transfer policy. Specifically, as it relates, to the volume of our transfer, and the dollar amount. Even before the finding, he had some reservations and had planned to speak to Administration. As a result, staff has been working on a budget transfer policy, which is reflected on pp. 38 of the agenda packet.

- Transfers must in whole dollars and must be a minimum of \$50.
- Transfers in excess of \$100,000 require prior approval from the Office of Budget and Grants Management
- Transfer in excess of \$200,000 require notification to the County Administrator's Office
- Budget Transfers must have the appropriate justifications and, if applicable, supporting documentation;
- Budget Transfers with description such as the "default" or "re-budget" will not be approved. A brief description must be included
- Budget transfers are permitted only for the first 45 business days of the fiscal year. After 45 business days, transfers will be permitted once per quarter on designated days as determined by the Office of Budget and Grants Management (beginning July 1, 2019)
- Budget transfers will not be authorized after June 1 of each fiscal year

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Mr. Hayes stated under extenuating circumstances the department could contact the analyst assigned to their department, and the analyst would be able to do the transfer for them.

Ms. Myers stated, for clarification, these are transfers within a department, subject to prior budgetary approval and we are simply making a shift. There are no transfers between departments.

Mr. Malinowski stated, on p. 38, it says, "Funds may not be transferred from operating accounts 521600, 521700, and 521900". He requested Mr. Hayes explain what those accounts are.

Mr. Hayes stated 521600 is Fuel, 521700 is Contract Auto Repair and 521900 is Non-Contract Auto Repair. Those items are pre-populated, based on information they receive from Fleet Maintenance, so they do not allow departments to move those funds.

Mr. Livingston inquired if the Administrator could approve a budget transfer if there is more than one transfer needed in a quarter.

Mr. Hayes stated they are not trying to take away the ability of a department to make a transfer, but to limit the amount of transfers. As of February, they have had approximately 800 batches of transfers.

Ms. McBride stated, for clarification, within the first 45 days, the departments can do transfers without approval.

Mr. Hayes stated, within the first 45 days, we are simply saying to look at the budget and reallocate the resources at one time, instead of throughout the year.

Ms. McBride inquired if there was a 10% transfer policy without having to get approval.

Mr. Hayes stated not that he is aware of.

Mr. Manning inquired if we have considered a 10% transfer policy.

Mr. Hayes stated when looking at the policy on a percentage basis, as opposed to a dollar amount, because we have such a wide difference between the size of department budgets, a percentage policy would not work.

Ms. McBride moved, seconded by Ms. Myers, to approve the budget transfer policy.

In Favor: Terracio, Malinowski, Jackson, Newton, Myers, Kennedy, Walker, Livingston and McBride

Abstain: Manning

The vote in favor was unanimous with Mr. Manning abstaining from the vote.

- b. Monthly Fund Summary Report – Mr. Hayes gave an overview of the monthly fund summary report included in the agenda packet. There are some departments that are projected to be negative in their Personnel line items. They plan to work with those departments to transfer funds from their operating budget to cover the overages. Overall funds are within budget.

Ms. Newton inquired if Mr. Hayes could let Council know the source of the over budgeting is, and

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what they can do to address it.

Mr. Hayes stated the previous Budget staff budgeted according to the position control, which lists every County employee and their salaries. In addition, Budget was not a part of the PAF process, so department heads have signed off on salary increases and the funds have not been there. Administration has already begun steps to address these matters.

- c. Retreat Report – Ms. Powell stated Administration has been tracking any action that have come forth from items captured in the Retreat Summary Report.

Mr. Jackson stated the volume of items, and stages and phases they all will appear in, he would like to see a periodic update of how we are doing with these items, so we are sure they are being addressed.

Mr. Manning stated on pp. 48 of the agenda it says, “At its February 19, 2019 meeting, County Council approved staff’s recommendation to bring Renaissance out of deferment via the approval of the modified plan and...” At the time of the February 19th meeting, there were a number of comments, in terms of public involvement. Public involvement would be a mainstay of that. Engaging the public and stakeholders. Robust citizen involvement. Since so many Councilmembers addressed the notion of public involvement, he believes a reference to all the comments needs to be noted in addition to “approve the modified plan.”

Ms. Powell noted we are currently drafting a path forward document, as a result of those conversations, and plan to bring that to at the next Council meeting. A comprehensive public outreach strategy is in the document that points to exactly what Mr. Manning mentioned.

Mr. Gomeau stated they will provide a monthly update at the Administration and Finance Committee meeting.

- d. Transportation Transition Plan Update – Dr. Thompson stated the transition began on March 5th when Council directed staff to begin the process of bringing the Transportation Penny Program in-house.

- March 6 – Administration met to solidify staff’s roles and responsibilities
- March 11 – Met with Operational Services to look at office space to accommodate the entire team; expect to move into the new location on July 8th
- March 11 – Met with Fleet Management to discuss the acquisition of 5 additional vehicles; expect to have the vehicles by September 30th
- March 12 – Posted 4 jobs, including the Manager of Transportation Penny Program
- March 14 – Met with the Attendance Management System vendor; time clock system will ensure that we are in compliance with DOR guidelines; expect to be in place by May 27th
- March 18 – Hired Assistant Director, Allison Steele; expect to fill Director’s position by March 25th
- March 25 – Kickoff meeting with PDT to discuss transition plan
- March 25 – Will post other 4 jobs for the Engineering Inspectors; expect to be able to fill those positions by July 12th

Ms. Terracio and Ms. Myers requested that Dr. Thompson share the transition plan in writing with Council

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- e. Introduction of the Community Planning and Development Director – Ms. Powell introduced Mr. Clayton Voignier to Council.
- f. City of Columbia: Intergovernmental Agreement for Bulk Water Sale – This item was taken up in Executive Session.

10. **REPORT OF THE CLERK OF COUNCIL**

- a. Procurement Open House Drop-In, March 26, 3:00 – 5:00 PM, 2020 Hampton Street, Suite 3064 – Ms. Roberts reminded Council of the upcoming Procurement Open House Drop In.
- b. 7th Annual Wellness Luncheon, March 27, 12:00 – 2:00 PM, Columbia Metropolitan Convention Center, 1101 Lincoln Street – Ms. Roberts reminded Council of the upcoming Annual Wellness Luncheon.

11. **REPORT OF THE CHAIR**

- a. Upcoming Work Session:
 - 1. Annexation
 - 2. Business License Ordinance
 - 3. Council’s Goals and Priorities

Mr. Manning stated it is his recollection that Mr. Gomeau indicated that it would be helpful for staff to have the “Goals and Priorities of Council” in order for them to develop the budget. He believes that would be the top priority of the 3 upcoming work sessions.

Ms. Myers requested the Clerk’s Office to send out an email to Councilmembers requesting their preference on which work session should be next, and their availability for the upcoming work sessions.

Mr. Walker requested the Interim County Administrator’s input on the order in which Council should take up these matters up.

Mr. Gomeau stated the ability to have specific goals and timelines would give staff a target to allocate resources, would allow Council to see how much the resources are going to cost, and whether or not you want to spend that kind of money. He also stated the Business License Ordinance has been pending since August 2018.

Mr. Livingston suggested holding one of the work sessions next Tuesday, March 26th from 3:00 to 5:00.

Mr. Manning stated, earlier in the meeting, Council was invited by the Procurement Office to an event on March 26th at 3:00 PM. He would hate for us to schedule something else at the same time.

Ms. McBride agreed with Mr. Manning and out of respect we need to honor what has already been planned.

Mr. Livingston stated he will work with the Clerk's Office to send out several dates to hold the work sessions.

b. Contractual Matters: City of Columbia

1. Belvedere Cost Share Proposal – IGA – This item was taken up in Executive Session.
2. SE Richland Sewer Issues – This item was taken up in Executive Session.
3. Greenway Project at Riverbanks – IGA – This item was taken up in Executive Session.
4. Murray Point Water Contract – This item was taken up in Executive Session.

c. Administrator Search Update – This item was taken up in Executive Session.

13. **OPEN/CLOSE PUBLIC HEARINGS**

- a. An Ordinance Amending the Fiscal Year 2019 Broad River Utility System Fund Annual Budget to fund the upgrade of the Cedar Cove and Stoney Point communities low energy treatment (LET) Sanitary Sewer System in the amount of \$2,500,000 with funds from the fund balance of the Broad River Utility System Proprietary Fund – Mr. Smith stated this item is related to an item that will be discussed in Executive Session. He did not know if Council wanted to postpone taking up the public hearing until after the briefing in Executive Session.

Mr. Livingston stated he would suggest moving this item, and the related 2nd Reading item, until after Executive Session.

Mr. Malinowski inquired, if no one signed up to speak, why are we postponing the public hearing.

Ms. Myers stated, she believes, Mr. Smith's point was we may want to hold the public hearing and item until after Executive Session.

13. **APPROVAL OF CONSENT ITEMS**

- a. 18-042MA, Cynthia Watson, RS-HD to MH, Bluff Road, TMS # R16103-05-03 [SECOND READING]
- b. 18-048MA, James A. Kassler, RU to NC (1 Acre), 3970 Leesburg Road, TMS # R25000-01-40 [SECOND READING]

Ms. Myers moved, seconded by Ms. Newton, to approve the consent items.

In Favor: Terracio, Malinowski, Jackson, Newton, Myers, Kennedy, Walker, Livingston and McBride

Present but Not Voting: Manning

The vote in favor was unanimous

14. **THIRD READING ITEMS**

- a. An Ordinance Amending the Fiscal Year 2019 Broad River Utility System Fund Annual Budget to fund the upgrade of the Cedar Cover and Stoney Point communities low energy treatment (LET)

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Sanitary Sewer System in the amount of \$2,500,000 with funds from the fund balance of the Broad River Utility System Proprietary Fund – This item was held until after Executive Session.

15. **SECOND READING ITEMS**

- a. An Ordinance Amending the Richland County Code of Ordinances, Chapter 18, Offenses, to add Section 18-7, Public Nuisances; and Amending Chapter 16, Licenses and Miscellaneous Business Regulations, Section 16-18, relative to license suspension and revocation for a business determined to be a public nuisance – Mr. Manning moved, seconded by Mr. Walker, to approve this item.

Mr. Malinowski inquired if staff has obtained numbers from other similar sized counties to confirm these types of incidents take place at these kinds of establishments.

Mr. Gomeau responded that he was not aware of any. The issue would be the commonality of what we are looking at. It would be hard to define exactly what kind we are talking about. If we isolate it, we certainly could get that information.

Mr. Malinowski stated he is trying to figure out how we arrived at the disproportionate numbers listed in the agenda, when we do not have anything to compare it with. In addition, he did not see a definition for determining what is disproportionate. On pp. 71; (b) says, if “There have been two (2) or more situations...the need for law...enforcement assistance from an emergency situation during the preceding twelve (12) months...” He stated the Wal-Mart probably has two (2) or more incidents in twelve (12) months, so are we going to lock their doors. Not to mention, what if he has a Super Bowl party in January and somebody breaks a glass and cuts themselves severely, so an ambulance has to be called. Then, he has a 4th of July party and someone has a firework mishap; the music was too loud at the graduation party; and the wedding party was too noisy. That is four (4) incidents where either EMS or law enforcement could respond to his house, so now his house is going to be closed and he will be put out into the street because it reads, any structure, residential establishment or commercial. He thinks the ordinance is too broad and he would like to see it go back to the drawing and have these things narrowed down a little bit.

Ms. Myers stated she generally agree with Mr. Malinowski. She was shocked that residential homes are included, and she does not know that the appeals process is sufficient for that, if that is meant to be included because you do not appeal to the Business License Office to get your home reopened. She would also add there should be some exceptions in the “Nuisances offending public decency, peace and order” section for charitable endeavors. She stated there is not enough clarity, in terms of whether we are talking business days or calendar days throughout the ordinance. She also noted there is no provision for the owner to be granted immediate access to secure possessions in the establishment, or refrigerated goods. She believes there should be some parameters placed around that. In her opinion, the definitions that we are using are loose for such an extreme remedy. We ought to be in a position where the Administrator, in conjunction with the Sheriff’s Department, can shutter these businesses that are nuisances, but we need a narrowly tailored definition of nuisance, and a very narrowly defined period in which these nuisances can occur. The timespan within which we are defining this needs to be shortened. She thinks a year is much too long if we are talking about a nuisance, and the number of incidents in that time should be increased so that we have a benchmark. We need to look at what other places have used as benchmarks and see what courts have said is acceptable, so we know we are on good ground when we implement it. Where we have the review by the Business License Office, and then subsequently by the Council, it says, the Council will take up this matter at its next regularly scheduled meeting, which means if the business is shuttered on July 20th, and they go through the appeal process, the business could be shuttered

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throughout August. She believes we need to refine the time periods to make sure we protect the due process rights of the business owners.

Ms. Newton stated if we are going to have an extreme remedy like this, then Council needs to make extreme accommodations to make sure that due process is done. She would feel extraordinarily uncomfortable voting for something that had the ability to deprive somebody of their livelihood for a month, or more because Council did not want to have a Special Called meeting to address it. Additionally, if you look at the appeals process, (f)(1) says, Council may waive the requirement of timeliness, in terms of when someone files an appeal. Otherwise, the appellant would be required to abide by our timeframes when we submit things to the agenda. She thinks that is something that should be waived automatically. If someone wants to appeal having their business closed, they should not have to conform to our Thursday by 5:00 PM deadline. Anything that deprives people of their business, we need to be extremely vigilant to ensure there is due process. Finally, on pp. 72, it says, "In the event the Business License Official suspends or revokes... the business shall remain secured ... or closed until an appellate authority lifts the suspension or revocation." Her understanding of this is that, if a business is shuttered, and we go to the Business License authority and they say this was done wrongly, their business still has to be closed.

Mr. Smith stated the way this was initially envisioned was that the first step for the appeal would be the Director of the Business Service Center, and if she does not agree with the shuttering of the business, the business would be allowed to reopen.

Ms. Terracio inquired as to when Council will be notified of an issue like this.

Mr. Smith stated the first opportunity to inform Council would be whenever the information comes in with the Sheriff's Department and Administrator. At point, the Administrator would have an opportunity to let Council know that there is a business that is being considered, as it relates to this particular ordinance.

Ms. Terracio inquired if that process could be written into the ordinance.

Mr. Smith stated any of the recommendations being made by Council can be included in the ordinance. They just need to know which ones you want to be included, and they can go from there.

Mr. Manning requested to amend his motion to approve this on 2nd Reading, and include all of the changes that have been suggested tonight.

Mr. Malinowski stated he is not sure we are going to get all of this information prior to the next Council meeting and he would like to defer this item. He wants to ensure that the statistically data that shows what truly is a disproportionate number, and information from other communities.

Mr. Malinowski moved, seconded by Mr. Jackson, to defer this item.

In Favor: Terracio, Malinowski, Jackson, Newton, Myers, Livingston and McBride

Opposed: Kennedy, Manning and Walker

The vote was in favor.

Ms. Myers stated for the record that this does not affect the 60-day emergency ordinance that was

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previously passed.

Mr. Jackson stated, in all of the fact gathering, he hopes staff will look at what the City does in Five Points. There must be some strategy the City Police are utilizing that we may want to think about as we develop this policy.

Mr. Livingston requested a list of issues brought up by Council at tonight's meeting.

Mr. Gomeau stated we want to make sure this is uniformly applied. We cannot take someone's rights away from them by singling them out for a particular kind of business.

- b. An Ordinance Authorizing pursuant to Title 12, Chapter 44, South Carolina Code of Laws, 1976, as amended, the execution and delivery of a fee agreement between Richland County, South Carolina and Amcor Rigid Plastics USA, LLC, a limited liability company organized and existing under the laws of the State of Delaware concerning a new project; authorizing and providing with respect to an existing project for the conversion of an arrangement for fee-in-lieu of tax payments between Richland County and Amcor Rigid Plastics USA, LLC Under Title 4, Chapter 12, South Carolina Code of Laws, 1976, as amended, to an arrangement under Title 12, Chapter 44, South Carolina Code of Laws, 1976, as amended; and matters relating thereto – Mr. Malinowski moved, seconded by Ms. Kennedy, to approve this item.

In Favor: Terracio, Malinowski, Jackson, Newton, Myers, Kennedy, Walker and Livingston

Present but Not Voting: Manning and McBride

The vote in favor was unanimous.

16. **REPORT OF RULES AND APPOINTMENTS COMMITTEE**

a. NOTIFICATION OF APPOINTMENTS

- 1. Richland Memorial Hospital Board – Three (3) Vacancies – Ms. Newton stated the committee recommended appointing Ms. Mary P. Mazzola Spivey and Ms. Bethany Bell, and re-advertise for the remaining vacancy.

In Favor: Terracio, Malinowski, Jackson, Newton, Myers, Kennedy, Walker and Livingston

Opposed: McBride

Present but Not Voting: Manning

The vote was in favor.

b. ITEMS FOR ACTION

- 1. I move that we establish rules for electing persons to serve on Boards/Commissions rather than going by the Parliamentarian's recollections of how it was done in the past with serious consideration to include appointments require a majority of Council member's vote [MANNING] – Ms. Newton stated this item was held in committee for Legal staff to make recommendations.

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In Favor: Terracio, Malinowski, Jackson, Newton, Kennedy, Walker, Livingston and McBride

Present but Not Voting: Myers and Manning

The vote in favor was unanimous.

2. All Board and Commission staffed with volunteer citizens have various opportunities for multiple terms. It has become the practice of the Rules and Appointments Committee to treat incumbents seeking additional terms exactly the same as new applicants. No “extra credit” is given for an incumbent whose service may have been exemplary. I believe this practice is unfair and potentially detrimental to the welfare of the Boards and Commissions as valuable, experienced individuals are being lost simply because new candidates may have performed better in their 5 – 1 minute interviews. I move that the Rules and Appointments Committee review this situation and begin to provide some type of consideration for candidates seeking additional terms [PEARCE] – Ms. Newton stated the committee recommended tabling this item.

In Favor: Terracio, Malinowski, Jackson, Newton, Myers, Kennedy, Livingston and McBride

Present but Not Voting: Manning and Walker

The vote in favor was unanimous.

17. **REPORT OF THE TRANSPORTATION AD HOC COMMITTEE**

a. **Project Funding Authorizations for Miscellaneous Projects:**

1. Magnolia/Schoolhouse Sidewalk Project – Mr. Jackson stated the committee recommended approval of request for the additional \$550,000. The project will still be under the referendum amount.

In Favor: Terracio, Malinowski, Jackson, Newton, Myers, Kennedy, Livingston and McBride

Present but Not Voting: Manning and Walker

The vote in favor was unanimous.

2. Blythewood Area Improvements Project – Mr. Jackson stated the committee recommended approval of the request for an additional \$350,000. The project will still come in under the ordinance amount.

In Favor: Terracio, Malinowski, Jackson, Newton, Myers, Kennedy, Walker, Livingston and McBride

Present but Not Voting: Manning

The vote in favor was unanimous.

3. Three Rivers Greenway Project – Mr. Jackson stated the requested amount of \$2,100,000 will take the project over the ordinance amount by \$366,265.96.

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Dr. Thompson stated his conversation with the PDT was to ensure they will be able to complete the project within the ordinance amount.

Mr. Beaty stated he went back and looked at some of the numbers the staffs have been looking at, and he there was an opportunity for better communication between the numbers. The numbers you were presented are a little bit of “apples and oranges”. It looks like they will be able to complete the project within the referendum amount. The only variable may be the close out accounting process. He stated the request is for Council to approve up to the referendum amount for this budget year to ensure that when the contractor completes the work, prior to June 30th, there will be no budget issues for paying him.

Mr. Jackson moved, seconded by Mr. Malinowski, to allow the project to continue up to the actual dollar amount that it was in the ordinance.

Ms. Myers stated she does not understand the point of approving an open ended amount, up to the referendum amount, when we are all agreeing that the goal is to come in under that amount.

Mr. Beaty stated, when the FY19 budget was put together in January 2018, they had to estimate how much work would be done in FY18, and then the remainder would be done in FY19.

For example, we predict that \$2 million that would be done in FY19, so that was the approved budget amount. The contractor did not get all of his work in FY18, so in FY19 he is going to do \$3 million worth of work, but the budget only said \$2 million. He is still going to stay under his contract amount, but the approved budget is only \$2 million. Even though the total contract has not changed, it just moved from one fiscal year into the next.

The issue they have been faced with, up to this point, is not being able to keep those projects moving forward and paying the contractors because it was not in an approved budget.

Ms. Myers inquired as to the referendum amount.

Dr. Thompson stated the ordinance amount is \$7.9 million.

Ms. Myers inquired about the estimated total costs.

Mr. Beaty stated the project is estimated to be right at \$7.9 million. The only variability will be the accounting charges placed at the end of the project.

Mr. Jackson stated, if you look at the total that was appropriated, there is a 2nd number that needs to be considered, which is the \$6.1 million that has already been spent. That only leaves approximately \$1.8 million to be spent. The overwhelming majority of the money has been spent and the project is almost in its final stages of completion.

Mr. Walker stated, for clarification, the contractor is currently under a fixed contract amount, so short of a change order, their price is fixed.

Mr. Beaty responded in the affirmative.

Ms. Myers stated, if we have a contract amount, and the fear is that it will get paid slow, the instruction should be that Mr. Gomeau pay it when it comes due. She does not know that we

need to approve all the money that is there, so they can get all the money.

Mr. Jackson stated, that looking at it, in terms of what we created with this Council when we required that they start providing an annual budget, we put that in place. Prior to now, we would not have done this because it was an annual budget being requested each year. Because an annual is requested each year, not all of the money is being spent in one fiscal year budget and we are not allowing them to carry it over to the next year, so the next year's budget exceeds the amount of the annual budget. As a result of that amount exceeding the budget, they do not have the authority to pay those contractors with a budget that is exceeding the amount that we approved. He thinks the request is whether or not we can allow them enough money, in the next year's budget to pay the bills that are going to be due.

Mr. Hayes stated with Capital Projects the funds are rolled over into the next fiscal year. Council approved \$117.5 million for the PDT. They budgeted that amount according to certain projects. Some of those projects have exceeded the budgeted amount, and they have been told they cannot move money from other projects without Council authority.

In Favor: Terracio, Malinowski, Jackson, Newton, Kennedy, Walker, Livingston and McBride

Abstain: Myers

Present but Not Voting: Manning

The vote in favor was unanimous with Ms. Myers abstaining from the vote.

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

Opposed: Terracio, Malinowski, Jackson, Newton, Kennedy, Walker, Livingston and McBride

Abstain: Myers

Present but Not Voting: Manning

The motion for reconsideration failed.

18. **OTHER ITEMS**

- a. FY19 – District 8 Hospitality Tax Allocations – Mr. Malinowski moved, seconded by Ms. Newton, to approve this item.

In Favor: Terracio, Malinowski, Jackson, Newton, Myers, Kennedy, Livingston and McBride

Present but Not Voting: Manning and Walker

The vote in favor was unanimous.

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

Opposed: Terracio, Malinowski, Jackson, Newton, Myers, Kennedy, Livingston and McBride

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Present but Not Voting: Manning and Walker

The motion for reconsideration failed.

19. **EXECUTIVE SESSION** – Mr. Smith stated the following items are eligible for Executive Session.

- a. Pending Litigation/Legal Advice: Bond Counsel
- b. Weaver vs. Richland County Recreation Commission
- c. Cedar Cove/Stoney Point
- d. City of Columbia: Intergovernmental Agreement for Bulk Water Sale
- e. Contractual Matters: City of Columbia
 1. Belvedere Cost Share Proposal – IGA
 2. SE Richland Sewer Issues
 3. Greenway Project at Riverbanks – IGA
 4. Murray Point Water Contract
- f. Administrator Search

Ms. Newton moved, seconded by Ms. Terracio, to go into Executive Session.

In Favor: Terracio, Newton, Kennedy, Walker, Livingston and McBride

Abstain: Malinowski

Opposed: Manning

Present but Not Voting: Jackson and Walker

The vote was in favor of going into Executive Session.

Council went into Executive Session at approximately 8:42 PM and came out at approximately 10:17PM

Mr. Manning moved, seconded by Mr. Walker, to come out of Executive Session.

In Favor: Terracio, Malinowski, Jackson, Newton, Myers, Manning, Walker, Livingston and McBride

The vote in favor was unanimous.

- a. Blythewood Industrial Site Financing Plan Presentation – Mr. Jackson stated the committee recommended to instruct the Economic Development Office to proceed as discussed, and prepare the appropriate ordinance for inclusion in the April 2nd Council meeting agenda.

In Favor: Terracio, Malinowski, Jackson, Newton, Myers, Kennedy, Manning, Walker, Livingston and McBride

The vote in favor was unanimous.

- b. Project Kline – Mr. Jackson stated the committee recommended to instruct the Economic Development to proceed as discussed, and prepare the appropriate ordinance for inclusion in the April 2nd Council meeting agenda.

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In Favor: Terracio, Malinowski, Jackson, Myers, Walker and Livingston

Abstain: Kennedy, Manning and McBride

Present but Not Voting: Newton

The vote was in favor.

- c. Pending Litigation/Legal Advice: Bond Counsel – No action was taken.
- d. Weaver vs. Richland County Recreation Commission – No action was taken.
- e. Cedar Cove/Stoney Point – Mr. Malinowski moved, seconded by Ms. Myers, to defer Item 12(a) – Public Hearing and Item 14(a) – Third Reading, to allow staff to obtain the needed information, as discussed in Executive Session.

In Favor: Terracio, Malinowski, Jackson, Newton, Myers, Kennedy, Manning, Walker, Livingston and McBride

The vote in favor was unanimous.

- f. City of Columbia: Intergovernmental Agreement for Bulk Water Sale – Mr. Smith stated Council has some concerns they want Legal to address, as it relates to the agreement. Legal will proceed as discussed in Executive Session regarding this matter.
- g. Contractual Matters: City of Columbia
 - 1. Belvedere Cost Share Proposal – IGA – No action was taken.
 - 2. SE Richland Sewer Issues – No action was taken.
 - 3. Greenway Project at Riverbanks – IGA – No action was taken.
- h. Administrator Search Update – No action was taken.

20. MOTION PERIOD

- a. FY19 – H-Tax Contingency Allocation [LIVINGSTON] – Mr. Livingston stated there is a request from the Columbia Convention Center and Visitor’s Bureau regarding \$50,000 in funding for the NCAA Basketball tournament. The request was forwarded to the Budget Department to prepare the Request of Action, so it could be presented to Council. In addition, he requested a list of expenses and the reason why this money was not allocated during the normal budget process.

Mr. Malinowski stated, before we commit our entire contingency amount, we need to find out what is needed. He spoke with Bill Ellen and he said they needed \$30,000 - \$35,000 for the buses to transport the teams back and forth. After that discussion, he allocated \$20,000 from his individual H-Tax funding.

Ms. Terracio inquired if it would be appropriate to identify some line items that add up to approximately \$50,000 and allocate the funding for those specific items, since some of the listed expenses are not allowable.

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Mr. Livingston responded that would be different than the way we treat everybody else, when we give them funding.

Ms. Newton inquired if we have any procedures or policies about how we allocate funds from the contingency H-Tax fund.

Mr. Livingston responded we do not. It is usually used for significant events that will take place in the County.

Mr. Manning moved, seconded by Mr. Livingston, to allocate the \$50,000 in contingency H-Tax funding for the NCAA Basketball Tournament.

In Favor: Terracio, Malinowski, Jackson, Newton, Myers, Kennedy, Manning Livingston and McBride

Present but Not Voting: Walker

The vote in favor was unanimous.

Mr. Malinowski moved, seconded by Mr. Manning, to reconsider this item.

Opposed: Terracio, Malinowski, Jackson, Newton, Kennedy, Manning, Livingston and McBride

Present but Not Voting: Myers and Walker

The motion for reconsideration failed.

POINT OF PERSONAL PRIVILEGE – Mr. Manning stated the Richland County Anti-Human Trafficking Task Force was in contact with the University of South Carolina about placing the toll-free hotline number, related to human trafficking, on the back of the door in the bathroom stalls in the Colonial Life Arena. The University of South Carolina was very favorable to that; however, the NCAA takes over the facility from USC. The University ran that request by the NCAA for approval, and the NCAA has approved the request. The Richland County Anti-Human Trafficking Task Force will have volunteers placing these posters throughout the bathrooms.

- b. I move, based on my being horrified as I heard for the first time the week of March 4, 2019 of the need to address current critical needs for Administrative office space as the number of vacancies we currently have in our County Administration is tremendous, but we are limited in filling these vacancies by physical office space; and that we don't have anywhere to put the people we need to hire and that addressing this need will also create a County level employment opportunity, that the Interim County Administrator commandeer the unneeded office formed and assigned to me, Richland County District 8 Councilman Jim Manning, by the former County Administrator with no official input by the Richland County Council so as to create a currently funded Richland County employment opportunity, the ability to address to a degree the critical need for an Administrative office space, and the opportunity for citizens and stakeholders to have needs met that are going unmet or service enhancements because we did not have an Administrative office space for the unfilled vacant position [MANNING] – This item was forwarded to the D&S Committee.
- c. A Resolution Designating the 24th Day of April Two Thousand Nineteen as Richland County Alumnae Chapter, Delta Sigma Theta Sorority, Incorporated Day [LIVINGSTON and MYERS] – Ms.

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Myers moved, seconded by Ms. Newton, to adopt the resolution designating April 24, 2019 as Richland County Alumnae Chapter, Delta Sigma Theta Sorority, Incorporated Day.

In Favor: Terracio, Malinowski, Jackson, Newton, Myers, Kennedy, Manning, Walker, Livingston and McBride

The vote in favor was unanimous.

- d. I move that Council review the staff space needs requirement document provided in 2018 to begin an evaluation of the severe 2020 Hampton Street space needs and begin evaluating alternatives to alleviate the acknowledged current space constraints [MYERS] – This item was referred to the Renaissance Ad Hoc Committee.
 - e. I move that Council consider holding one meeting per quarter in unincorporated Richland County to keep all county needs before its policy makers [MYERS] – This item was referred to the Rules and Appointments Committee.
 - f. I move that Council work with staff to conduct a comprehensive review of Council rules and recommend changes to streamline the rules to improve the functioning of Council business [NEWTON] – This item was referred to the Rules and Appointments Committee.
21. **ADJOURN** – The meeting adjourned at approximately 10:39 PM.

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Richland County Council

ZONING PUBLIC HEARING
February 26, 2019 – 7:00 PM
Council Chambers
2020 Hampton Street, Columbia, SC 29204

COUNCIL MEMBERS PRESENT: Paul Livingston, Chair; Dalhi Myers, Vice Chair; Bill Malinowski, Joyce Dickerson, Yvonne McBride, Allison Terracio, Calvin Jackson, Gwen Kennedy, Jim Manning, and Chakisse Newton

OTHERS PRESENT: Michelle Onley, Geo Price, Tommy DeLage, Ashley Powell, Kimberly Williams-Roberts, Clayton Voignier and Brian Crooks

1. **CALL TO ORDER** – Mr. Livingston called the meeting to order at approximately 7:00 PM.
2. **ADDITIONS/DELETIONS TO THE AGENDA** – Mr. Price stated there were no additions or deletions.
3. **ADOPTION OF THE AGENDA** – Ms. Myers moved, seconded by Ms. McBride, to adopt the agenda as published.

In Favor: Terracio, Malinowski, Newton, Kennedy, Dickerson, Livingston and McBride

Present but Not Voting: Myers and Manning

The vote in favor was unanimous.

4. **MAP AMENDMENTS (No Public Hearing)**

- a. 18-050MA
Margaret Chichester
RU to GC (2.2 Acres)
Congaree Road
TMS # R32404-01-01 (Portion) [FIRST READING]

Mr. Price stated the applicant has requested a withdrawal of this item.

Mr. Manning moved, seconded by Mr. Malinowski, to accept the applicant's withdrawal.

In Favor: Terracio, Malinowski, Jackson, Newton, Myers, Kennedy, Manning, Dickerson, Livingston and McBride

The vote in favor was unanimous.

5. **MAP AMENDMENTS**

- a. 19-001MA
Michael A. Niermeier
RU to OI (33.16 Acres)
Lower Richland Boulevard
TMS # R21700-03-29 [FIRST READING]

Mr. Livingston opened the floor to the public hearing.

No one signed up to speak.

The floor to the public hearing was closed.

Ms. Myers moved, seconded by Ms. Newton, to approve this item.

In Favor: Jackson, Newton, Myers, Kennedy, Dickerson, Livingston and McBride

Abstain: Malinowski and Manning

Present but Not Voting: Terracio

The vote in favor was unanimous with Mr. Malinowski and Mr. Manning abstaining from the vote.

- b. 19-002MA
Sukhjinder Singh
RU to NC (2.9 Acres)
3500 Hard Scrabble Road
TMS # R20100-04-08 [FIRST READING]

Mr. Livingston opened the floor to the public hearing.

Mr. Sukhjinder Singh, Ms. Cheryl Faile and Mr. Robert Bouer spoke in favor of this item.

The floor to the public hearing was closed.

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

In Favor: Malinowski, Newton, Kenned and McBride

Opposed: Jackson, Manning, Dickerson and Livingston

Present but Not Voting: Terracio and Myers

The motion for denial failed.

Mr. Manning made a substitute motion, seconded by Mr. Malinowski, to defer this item until the April Zoning Public Hearing. For the record, there will not be an additional public hearing on this item.

In Favor: Terracio, Malinowski, Jackson, Newton, Kennedy, Manning, Dickerson, Livingston and McBride

Present but Not Voting: Myers

The vote in favor of deferral was unanimous.

- c. 19-003MA
Anna Fonseca
OI to RS-HD (1.55 Acres)
Farrow Road & Plantation Drive
TMS # R17300-02-22 [FIRST READING]

Mr. Livingston opened the floor to the public hearing.

No one signed up to speak.

The floor to the public hearing was closed.

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

In Favor: Terracio, Malinowski, Jackson, Newton, Myers, Kennedy, Dickerson, Livingston and McBride

Present but Not Voting: Manning

The vote in favor was unanimous.

- d. 19-004MA
James E. McGrew
GC/RS-LD to LI (2 Acres)
8816 Wilson Boulevard
TMS # R14507-02-07, 09, 11 & R14507-02-10 (Portion) [FIRST READING]

Mr. Livingston opened the floor to the public hearing.

Mr. William DePass, Mr. Jerry Sharpe, Mr. Chris Johnson, Mr. Rawl Scheibler, Ms. Jennifer Powers and Mr. James McGrew spoke in favor of this item.

Mr. Malinowski moved, seconded by Ms. Myers, to recess the meeting.

In Favor: Terracio, Malinowski, Jackson, Newton, Myers, Kennedy, Dickerson, Livingston and McBride

Present but Not Voting: Manning

The vote in favor was unanimous.

The Zoning Public Hearing was recessed at 7:32 PM.

Mr. Malinowski moved, seconded by Ms. Myers, to reconvene the meeting.

In Favor: Terracio, Malinowski, Jackson, Newton, Myers, Kennedy, Dickerson, Livingston and McBride

The vote in favor was unanimous.

The Zoning Public Hearing was reconvened at 7:34 PM.

Mr. Ken Stone, Mr. Sam Latta, Mr. Danny Brown, Mr. Kelvin Stone and Ms. Cynthia Forrest spoke against this item.

The floor to the public hearing was closed.

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

In Favor: Terracio, Malinowski, Jackson, Newton, Myers, Kennedy, Manning, Dickerson, Livingston and McBride

The vote in favor was unanimous.

- e. 19-005MA
Ray L. Derrick
RU to NC (3.76 Acres)
1012 Bickley Road
TMS # R02415-02-01 [FIRST READING]

Mr. Livingston opened the floor to the public hearing.

Mr. Ray Derrick spoke in favor of this item.
The floor to the public hearing was closed.

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

In Favor: Terracio, Malinowski, Jackson, Newton, Myers, Dickerson, Livingston and McBride

Present but Not Voting: Kennedy and Manning

The vote in favor was unanimous.

- f. 19-006MA
Charlotte Huggins
RU to GC (2.85 Acres)
10510 Garners Ferry Road
TMS # R30600-02-16 & R30600-02-08 (Portion) [FIRST READING]

Mr. Livingston opened the floor to the public hearing.

Mr. Travis Huggins, Ms. Sara Burnside, Mr. Shane Lovett, Ms. Cyndi McMillan and Mr. Richard Walling spoke in favor of this item.

The floor to the public hearing was closed.

Ms. Newton moved, seconded by Mr. Malinowski, to defer this until the April Zoning Public Hearing.

In Favor: Malinowski, McBride, Jackson, Myers, Livingston, Kennedy, Newton, Terracio, and Dickerson

Present but Not Voting: Manning

The vote in favor was unanimous.

- g. 19-007MA
Deborah Stratton
RU to NC (2 Acres)
2241 Clemson Road
TMS # R20281-01-24 [FIRST READING]

Mr. Livingston opened the floor to the public hearing.

Ms. Deborah Stratton spoke in favor of this item.

The floor to the public hearing was closed.

Mr. Manning moved, seconded by Ms. Kennedy, to approve this item.

In Favor: Terracio, Malinowski, Jackson, Newton, Kennedy, Manning, Livingston and McBride

Present but Not Voting: Myers and Dickerson

The vote in favor was unanimous.

- h. 19-008MA
Robert F. Fuller
RU to RC (8.77 Acres)
Oscar Amick Road
TMS # R30400-04-08 [FIRST READING]

Mr. Price stated the applicant has requested a withdrawal.

Mr. Manning moved, seconded by Mr. Malinowski, to accept the applicant's request for withdrawal.

In Favor: Terracio, Malinowski, Jackson, Newton, Myers, Kennedy, Dickerson, Livingston and McBride

Present but Not Voting: Manning

The vote in favor was unanimous.

- 6. **ADJOURNMENT** – The meeting adjourned at approximately 8:11 PM.



Richland County Council

SPECIAL CALLED MEETING
March 26, 2019 – 7:30 PM
Council Chambers
2020 Hampton Street, Columbia, SC 29204

COUNCIL MEMBERS PRESENT: Paul Livingston, Chair; Dalhi Myers, Joyce Dickerson, Calvin “Chip” Jackson, Gwen Kennedy, Bill Malinowski, Jim Manning, Yvonne McBride, Chakisse Newton, and Allison Terracio

OTHERS PRESENT: Michelle Onley, Sandra Yudice, Dale Welch, Kim Williams-Roberts, Beverly Harris, Trena Bowers, John Thompson, Ashiya Myers, Larry Smith, Ashley Powell and Clayton Voignier

1. **CALL TO ORDER** – Mr. Livingston called the meeting to order at approximately 7:33 PM.

Mr. Malinowski moved, seconded by Ms. Dickerson, to recess the meeting.

In Favor: Terracio, Malinowski, Jackson, Newton, Myers, Kennedy, Dickerson and Livingston

Present but Not Voting: Manning and McBride

The vote in favor was unanimous.

The Special Called Meeting was recessed at approximately 7:34 PM.

Ms. Kennedy moved, seconded by Ms. Dickerson, to reconvene the meeting.

In Favor: Terracio, Malinowski, Newton, Myers, Kennedy, Dickerson, Livingston and McBride

Present but Not Voting: Jackson

The Special Called Meeting was reconvened at approximately 8:01 PM

2. **PERSONNEL MATTER: INTERIM COUNTY ADMINISTRATOR**

Ms. Newton moved, seconded by Ms. Terracio, to go into Executive Session.

In Favor: Terracio, Jackson, Newton, Myers, Kennedy, Dickerson and Livingston

Present but Not Voting: Malinowski, Manning and McBride

The vote in favor was unanimous.

Council went into Executive Session at approximately 8:02 PM and came out at approximately 9:19PM

Mr. Manning moved, seconded by Mr. Malinowski, to come out of Executive Session.

Mr. Malinowski moved, seconded by Mr. Manning, to direct the Chair to move forward, as discussed in Executive Session.

Mr. Livingston inquired if there was a particular option Mr. Malinowski is referring to.

Mr. Malinowski stated Option 1 is the option he was referring to.

Ms. Newton made a substitute motion, seconded by Ms. Myers, to accept the contract, with the modified term, as discussed in Executive Session.

In Favor: Terracio, Jackson, Newton, Myers and Walker

Opposed: Malinowski, Kennedy, Manning, Dickerson, Livingston and McBride

The substitute motion failed.

In Favor: Malinowski, Kennedy, Manning, Dickerson, Livingston and McBride

Opposed: Terracio, Jackson, Newton, Myers and Walker

The vote was in favor of the original motion.

3. **ADJOURNMENT** – The meeting adjourned at approximately 9:25 PM



Agenda Briefing

| | | | |
|-----------------------|--|----------------------|---------|
| To: | Chair Paul Livingston and the Honorable Members of Council | | |
| Prepared by: | Michael Byrd, Director, Emergency Services Department Dwight Hanna, Director, Human Resources Services James Hayes, Director, Budget and Grants Management Sandra Yúdice, Ph.D., Assistant County Administrator | | |
| Date Prepared: | 3/15/19 | Meeting Date: | 4/2/19 |
| Approved by: | Edward Gomeau, County Administrator | Date: | 3/21/19 |
| Legal Review | | Date: | |
| Budget Review | James Hayes, Budget and Grants Management Director | Date: | 3/20/19 |
| Finance Review | | Date: | |
| Other Review: | Sheriff Leon Lott Deputy Chief Chris Cowan, RCSD | Date: | 3/22/19 |
| Committee | County Council meeting on 4/2/19 | | |
| Subject: | Richland County Sheriff's Department Assuming the Management and Operations of the E911 Communications Center from the City of Columbia | | |

Recommended Action:

Staff recommends County Council to approve the Richland County Sheriff's Department assumption of the E911 Communications Center management and operations from the City of Columbia. Staff also recommends that the E911 dispatchers continue to be civilian employees.

Motion Requested:

"I move that Richland County Council approve staff's recommendation that the Richland County Sheriff's Department assume the management and operations of the E911 Communications Center Answering Point from the City of Columbia and that the Emergency Services Department will continue to provide the management, equipment, budget and maintenance of the 911 system to serve all areas of Richland County."

Fiscal Impact:

City of Columbia Budget

The City of Columbia's FY 2018/2019, 911 Emergency Communications budget (General Fund) is \$3,058,656. Attached is an excerpt of the City's 911 budget.

Richland County Budget

The County's FY 2019 E911 budget is \$6,252,352. This included adding \$340,000 in salaries as well as additional funds associated with fringe benefits for the five new Sheriff positions added during the FY 2019 Budget Amendment. Dwindling revenues continue to be a major problem with the Emergency Telephone System (ETS) Fund; projected revenue was budgeted at \$2.2 million but is on target to be between \$1.7 and \$1.9 million. As of June 30, 2018, the actual ETS Fund Balance was \$4,179,756. The dwindling revenue and the addition of the new positions required about \$1.5 million from this Fund

Balance during the FY 2019 amendment. The ETS Fund is also funded by 'Transfers In' from the General Fund and the Fire Services Fund. The increase in expenditures and reduction of revenue is a major concern of the Budget and Finance directors. Future additional expenditures by the RCSD on the Communications Center and a further reduction in revenue will require increased subsidies from the Fire Services and/or General Fund and further utilization of the ETS Fund Balance, unless there is a reduction of expenditures paid to the City of Columbia.

The first floor of the former Burlington anchor store at Columbia Place Mall (CPM) has been identified as the facility where the 911 Communications Center would be located. Currently, the County is conducting an engineering assessment of all the buildings at the CPM to better assess suitability and cost of renovation.

There is \$2 million associated with property acquisition and a forensics lab that County Council approved as it relates to the RCSD set aside in Capital Project Fund. Additional funding to complete the up-fit of the 911 Communications Center will be needed.

Motion of Origin:

Richland County Sheriff Leon Lott requested that County Council approve the Richland County Sheriff's Department assuming management and operations of the 911 Communications Center from the City of Columbia. The RCSD is requesting that five (5) staff members presently employed at RCSD be uniformed personnel as noted in the attached proposed organizational chart.

The Richland County Sheriff's Department has worked diligently to pursue best practices in the Communications industry. The RCSD will work closely with Richland County Emergency Services Department (ESD), the City of Columbia, and the present Communications staff to create the most efficient and effective working environment and operational capacity as a team developing a strategic plan of operations, fiscal accountability, and implementation of employment best practices.

Discussion:

Through an intergovernmental agreement (IGA), Richland County currently allows the City of Columbia to answer 911 calls originating from the unincorporated areas of Richland County and the City of Columbia. The change proposed is for the Sheriff's Department to assume the management of the answering point from the City of Columbia to improve the operation for receiving 911 telephone, text calls, and dispatching emergency resources to calls.

The RC Sheriff's Department has briefed County Council on the issues the 911 Communications Center has faced over the last few years and provided a solution by taking over the management and operations of the Communications Center. This Communications Center operates as the primary PSAP (public safety answering point) for emergency 911 calls. Discussions have taken place between the RC Sheriff's Department, the City of Columbia, Fire Chiefs, and potential agency partners on the best approach for the Sheriff's Department to handle the operations and supervision of the 911 Communications Center.

On May 1, 2018, County Council approved extending the 911 Communications Center Consolidation Agreement Extension between the City of Columbia and Richland County. This agreement will expire on June 30, 2019.

It is anticipated that the current personnel at the Communications Center will remain employed and that many prior employees will be rehired. The RCSD will conduct an aggressive recruitment of qualified employees. The status of existing staff becoming Richland County employees will be discussed by the City and County Administration and their respective Human Resources departments in an effort to do what is best for the employees to coordinate several matters such as:

- Determine and agree on the key effective dates in advance to enable proper planning and coordination with the personnel involved.
- Coordination of meetings with employees transitioning to RCG (i.e. permit questions on County polices, benefits, paydays, etc.)
- Enrollment meeting for signing up to benefits and placing on County payroll.
- Group health, dental, and life.
- Short-term disability.
- Long-term disability.
- How will City service time count for Leave Accruals (i.e. Annual Leave)?
- Will City employees transitioning be paid out for Annual Leave and/or Sick Leave?
- Will any accrued Annual Leave or Sick Leave transfer to RCG?
- How will City service time count towards Retiree Benefits eligibility (i.e. Retiree Health Insurance)?
- How will employees on COBRA be handled?
- How will employees on Workers' Comp be handled?
- Will personnel files be transferred from City to RCG?
- Will all City employees transition to the County or is there a selection process?
- Are there any agreements and/or promises to employees transitioning which RCG will be expected to be responsible for?
- Clearly inform of SC Code of Laws relative to Elected Officials in County Government.
- Inform City employees transitioning of work location and work schedules.
- Will City or County be responsible for Unemployment Claims resulting from the transition?
- Transfer of employee information from City to County (i.e. name, address, DOB, SS#, current salary or pay rate, pending litigation pending EEOC or SCHAC charges, prior closed charges, settled litigation, dependents enrolled in benefits, disciplinary documentation, FLSA status, PEBA designation, current position, etc.).
- Any other pertinent information necessary to effectively and efficiently manage the transition of personnel and in the future

The Emergency Services Department is responsible for the 911 system that consists of the 911 Next Generation System, the 911 telephony system, Computer Aided Dispatch (CAD) program, recorders, consoles and other hardware and software. ESD and the Richland County IT Department also provide personnel for system management and GIS data that integrates with the 911 system, CAD and Automatic Vehicle Location systems (AVL) and the back-up 911 center. The 911 system not only supports the unincorporated areas of the county, but the City of Columbia, the City of Forest Acres and the University of South Carolina. Forest Acres and the University of South Carolina staff 911 answering points and will continue to do so after changes are made to the management of Richland County's answering point. ESD manages the Emergency Telephone System fund and implements the ETS budgets. None of these items will change. The current RC Emergency Services Department personnel will continue reporting to the County Administrator.

Depending on the time line for constructing and equipping a new 911 answering point, an extension of the agreement with the City of Columbia may be necessary until the full transition is completed.

Attachments:

1. 911 Communications Center Consolidation Agreement Extension between Richland County and the City of Columbia.
2. November 15, 2017, letter to City Manager Teresa Wilson.
3. December 11, 2017, letter to City Manager Teresa Wilson.
4. City of Columbia FY 2018/2019 Approved Budget Excerpt: 911 Emergency Communications budget.
5. Proposed organizational chart from the RCSD.



We Are Columbia

May 23, 2018

Ms. Sandra Yudice
Assistant County Administrator
Richland County Government
P.O. Box 192
Columbia, SC 29202

Transmitted Via Email

Re: 911 Communications Center Consolidated Agreement

Dear Ms. Yudice:

Please find the attached executed 911 Communications Center Consolidated Agreement.
Please let me know if you have any questions.

Thank you,

Tasha L. Watson,
Office Manager
City of Columbia City Manager's Office

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND)

911 COMMUNICATIONS CENTER
CONSOLIDATION AGREEMENT EXTENSION

WHEREAS, the City of Columbia ("City") and Richland County ("County") entered into the 911 Communications Center Consolidation Agreement ("911 Agreement"), dated July 1, 2010; and

WHEREAS, the City and the County extended the 911 Agreement by execution of 911 Communications Center Consolidation Agreement Extension, dated June 27, 2017, and which will expire on June 30, 2018; and

WHEREAS, the City and County desire to extend the 911 Agreement for an additional one (1) year term commencing July 1, 2018, and ending on June 30, 2019;


NOW, THEREFORE, in consideration of the mutual undertakings and terms contained herein, the City and County agree as follows:

1. Subject to and contingent upon approval and authorization by the parties' respective legislative bodies by legislative enactment, the term of the 911 Agreement, which is attached hereto and incorporated herein by reference thereto shall be extended for an additional one (1) year period from July 1, 2018, to June 30, 2019, during which time Richland County will use its best efforts to establish a County-operated 911 Communication Center, of which the City of Columbia may have an option to participate in the usage.
2. Richland County may terminate the contract with 120 days' notice to the City of Columbia.


Except as modified herein and extended hereby, the 911 Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this 911 Communications Center Consolidation Agreement Extension this 22 day of May, 2018.

WITNESS:



RICHLAND COUNTY, SOUTH CAROLINA

BY: 
ITS: _____ Sandra Yudice, Ph.D.
Assistant County
Administrator

CITY OF COLUMBIA, SOUTH CAROLINA



BY: 
ITS: _____ Theresa Wilson
City Manager

APPROVED AS TO FORM

Legal Department City of Columbia, SC

Richland County Attorney's Office

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



RICHLAND COUNTY GOVERNMENT

Office of the County Administrator

November 15, 2017

Mrs. Teresa Wilson
City Manager
City of Columbia
1737 Main Street
P.O. Box, 147
Columbia, South Carolina 29217

Re: 911 Communications Center Consolidation Agreement

Dear Ms. Wilson:

As a follow-up to our recent 911 Communications Center Consolidation Agreement extension; please accept this correspondence as notice of our intent to establish a County operated 911 Emergency Communications Center.

While the County operated 911 Center is in the developmental stages, we welcome and encourage the City's participation. Our hope is to develop a transition plan ensuring there are no disruptions in 911 services to any resident and/or stakeholder agency during the implementation period.

While timelines have yet to be established, we will be working at our best speed to ensure the County operated 911 Center is up and running as soon as possible. However, we want to ensure we take the time necessary for proper planning. One step in this process is to request a formal decision be made by December 15, 2017 on whether the City will be a participant in the new County Center. We have interest from other Municipalities to collaborate under the County management and hope that you will as well.

We look forward to our continuing spirit of cooperation and collaboration during the transition and implementation process.

In the Spirit of Excellence,

Gerald Seals
County Administrator

- cc: William Hollbrook, Chief, Columbia Police Department
- Aubrey Jenkins, Columbia-Richland Fire Chief
- Leon Lott, Richland County Sheriff
- Michael Byrd, Richland County Emergency Services Department Director

2020 Hampton Street • P. O. Box 192 • Columbia, SC 29202
Phone: (803) 576-2050 • Fax (803) 576-2137 • TDD: (803) 748-4999



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

December 11, 2017

Teresa Wilson
City Manager
City of Columbia
P.O. Box 147
Columbia, SC 29217

Dear Ms. Wilson:

This letter follows up your November 28, 2017, email wherein you indicated that you discussed with City Council the County's official notification about its intent to establish a County operated 911 Communications Center. This letter also provides clarification on the issues raised in your email.

1. Regarding the management plan

- (a) The RC Sheriff's Department will be in charge of personnel and operations.
- (b) Richland County—through the Office of Budget and Grants Management will advise the Office of the County Administrator with technical assistance via the Emergency Services Department—will be responsible for the 911 system budget and the 911 system logistics, communications, and other system equipment.
- (c) There will be a working oversight committee in place that will include representation of the users, citizens and Government partners (see attached draft organizational chart).

2. Funding

- (a) Should the City decide to participate, the City will be asked to do the following:
 - a. Fund its costs associated with County staff dispatching City public safety services.
 - b. Fund an equal amount of operational expenses for equipment, CAD and other shared assets.
 - c. Enter into an intergovernmental agreement between the County and the City.
- (b) The County will provide a plan on structuring costs.

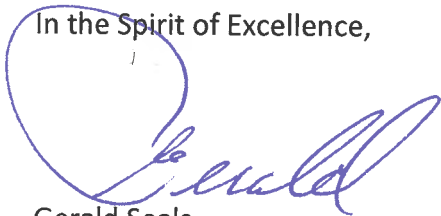
3. Facility needs

- (a) The County has identified a site already.

- (b) Identifying the partners will assist in properly designing the 911 Center space. Should the City decide to participate, the City will need to confirm its space needs for the facility that we have identified.
- 4. Staffing concerns
 - (a) The City will be responsible for funding personnel assigned to City dispatching. Those employees will be Richland County employees.
 - (b) All present City communications employees will be asked to apply for jobs in the new Richland County 911 Communications Center. If they qualify, they will be hired and receive training.
- 5. Call processing times
 - (a) The new 911 center will improve call processing times.
- 6. Additional items that are being worked on that the City may want to be aware of:
 - (a) The County will follow Richland County's procurement ordinance on all 911 Communications Center procurement matters.
 - (b) Identify an organizational structure (attached is the draft organizational chart).
 - (c) Solidify procedural and operational foundations to include an oversight committee.
 - (d) Identify operational budget – pending partner confirmations.
 - (e) Identify an architect.

Please let me know if you have additional questions or need more clarification.

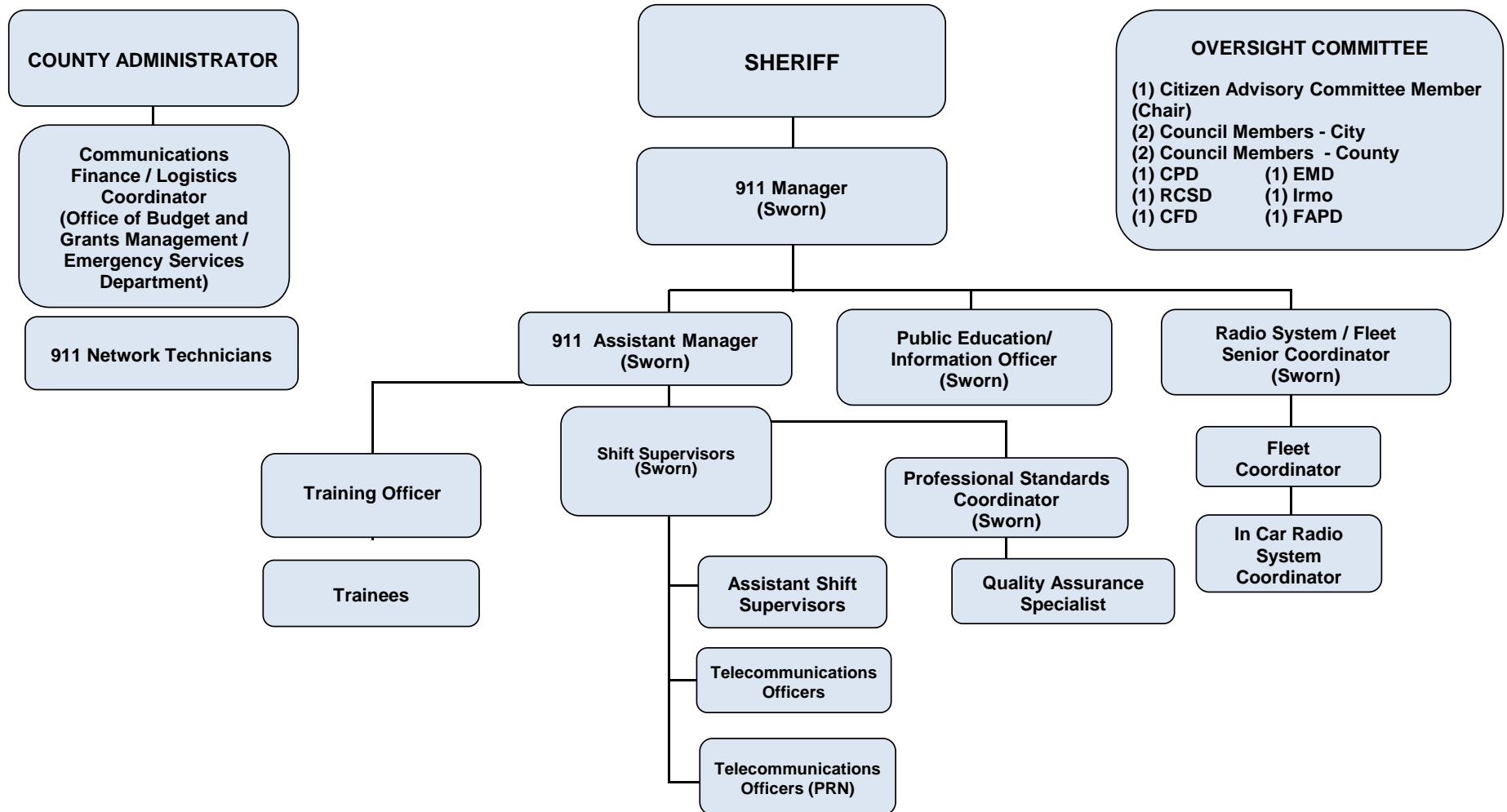
In the Spirit of Excellence,



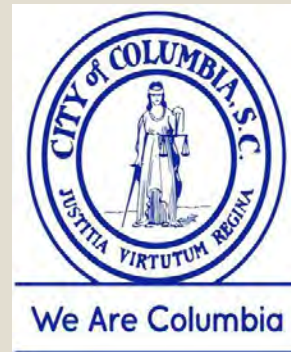
Gerald Seals
County Administrator

Cc: Sheriff Leon Lott, RCSD
Deputy Chief Chris Cowan, RCSD
Major Roxana Meetze, RCSD
Sandra Yúdice, Ph.D., Assistant County Administrator
Jamelle Ellis, Ph.D., Director, Community and Government Services

DRAFT
 RC County 911 Division
 Organizational Chart



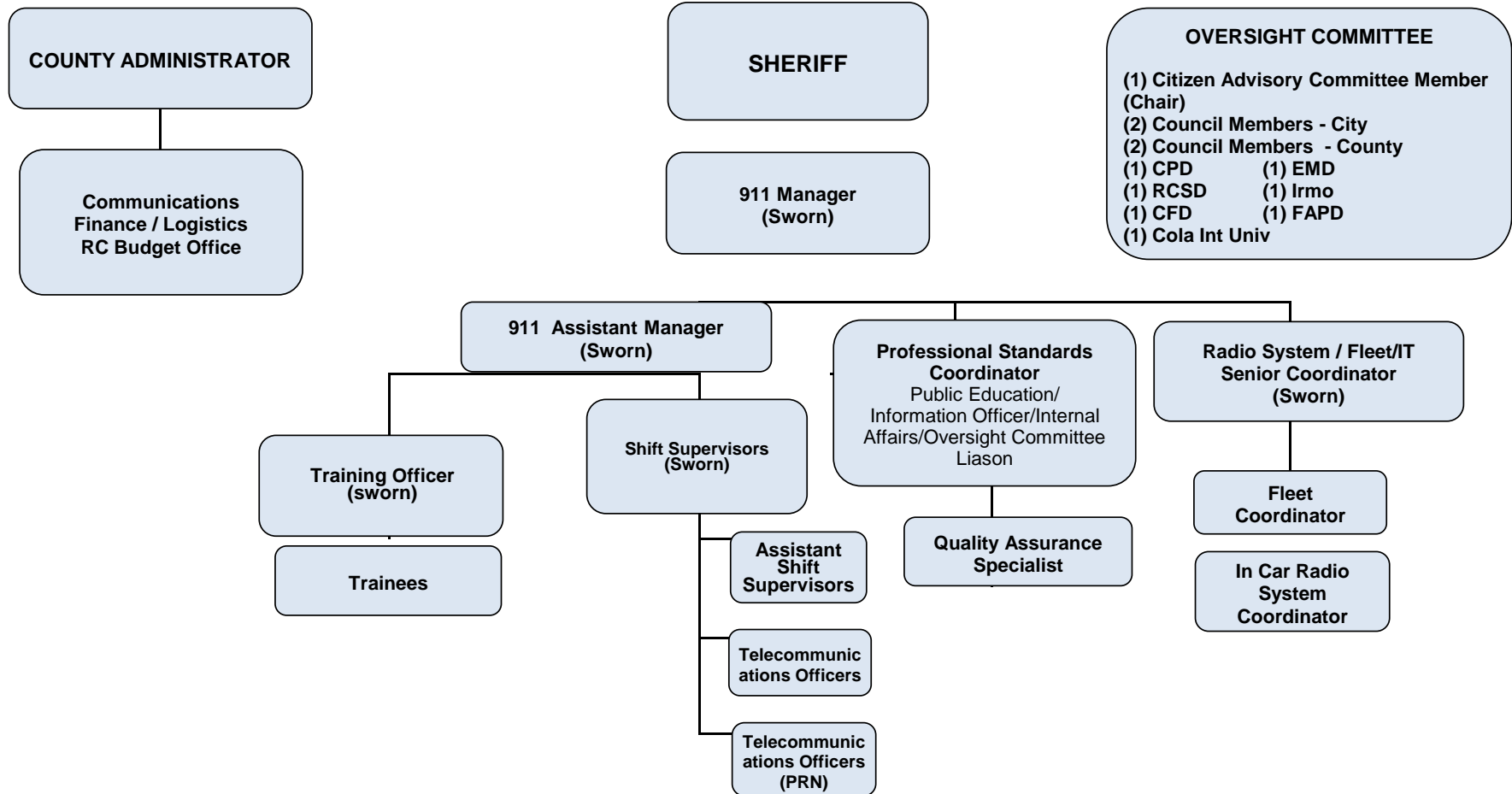
City of Columbia FY 2018/2019 Approved Budget



GENERAL FUND SUMMARY
PROPOSED FY 2018/2019

| | ACTUAL FY 16/17 | BUDGET FY 17/18 | PROPOSED FY 18/19 | Increase / (Decrease) | % Change |
|--|----------------------------|----------------------------|------------------------------|----------------------------------|---------------------|
| <u>REVENUE</u> | | | | | |
| GENERAL PROPERTY TAX | 52,188,321 | 55,702,135 | 57,413,298 | 1,711,163 | 3% |
| LICENSES AND PERMITS | 39,714,255 | 40,749,189 | 41,441,360 | 692,171 | 2% |
| FROM OTHER AGENCIES | 14,822,853 | 15,953,090 | 16,113,090 | 160,000 | 1% |
| CURRENT SERVICE CHARGES | 12,761,291 | 12,636,006 | 12,702,890 | 66,884 | 1% |
| FINES & FORFEITURES | 813,469 | 918,000 | 868,000 | (50,000) | -5% |
| MISCELLANEOUS REVENUE | 257,859 | 200,300 | 200,300 | - | 0% |
| INTEREST ON INVESTMENT | (39,356) | 150,000 | 200,000 | 50,000 | 33% |
| RENTS & SALE OF PROPERTY | 2,859,635 | 397,000 | 397,000 | - | 0% |
| TOTAL REVENUE | 123,378,327 | 126,705,720 | 129,335,938 | 2,630,218 | 2% |
| <u>TRANSFERS IN</u> | | | | | |
| FROM OTHER FUNDS | 7,543,664 | 0 | - | - | #DIV/0! |
| FROM ACCOMMODATIONS TAX | 25,000 | 25,000 | 25,000 | - | 0% |
| FROM HOSPITALITY TAX | 3,000,000 | 3,700,000 | 3,700,000 | - | 0% |
| FROM CAPITAL LEASE PROCEEDS | 3,745,756 | 4,000,000 | 8,000,000 | 4,000,000 | 100% |
| FROM WATER & SEWER OPERATING | 2,270,000 | 4,749,680 | 4,749,680 | - | 0% |
| FROM PARKING FUND | 500,000 | 500,000 | 500,000 | - | 0% |
| FROM UN-APPROPRIATED SURPLUS | - | 3,000,000 | 1,790,534 | (1,209,466) | -40% |
| TOTAL TRANSFERS IN | 17,084,420 | 15,974,680 | 18,765,214 | 2,790,534 | 17% |
| TOTAL GENERAL FUND REV & TRANS | 140,462,747 | 142,680,400 | 148,101,152 | 5,420,752 | 4% |
| <u>DEPARTMENTS</u> | | | | | |
| LEGISLATIVE - MAYOR & CITY COUNCIL | 743,811 | 808,979 | 809,508 | 529 | 0% |
| ADMINISTRATION - CITY MANAGER | 527,255 | 644,234 | 655,463 | 11,229 | 2% |
| GOVERNMENTAL AFFAIRS | 458,134 | 496,962 | 395,306 | (101,656) | -20% |
| ADMINISTRATION - ACM COMMUNITY SERVICES | 428,650 | 357,693 | 472,505 | 114,812 | 32% |
| ADMINISTRATION - ACM CHIEF FINANCIAL OFFICER | 234,792 | 206,845 | 233,058 | 26,213 | 13% |
| ADMINISTRATION - ACM OPERATIONS | 487,332 | 354,393 | 175,476 | (178,917) | -50% |
| HUMAN RESOURCES | 948,648 | 1,113,100 | 1,135,948 | 22,848 | 2% |
| BUDGET & PROGRAM MANAGEMENT OFFICE | 296,953 | 392,228 | 389,558 | (2,670) | -1% |
| PUBLIC RELATIONS | 620,135 | 724,085 | 783,240 | 59,155 | 8% |
| COUNCIL SUPPORT SERVICES | 451,673 | 558,565 | 390,715 | (167,850) | -30% |
| LEGAL | 1,733,240 | 2,147,350 | 2,198,111 | 50,761 | 2% |
| MUNICIPAL COURT | 2,583,652 | 2,925,712 | 2,846,485 | (79,227) | -3% |
| FINANCE | 1,790,969 | 2,200,819 | 2,053,259 | (147,560) | -7% |
| OFFICE OF BUSINESS OPPORTUNITIES | 846,106 | 940,072 | 927,364 | (12,708) | -1% |
| COMMUNITY DEVELOPMENT | 266,248 | 361,607 | 376,180 | 14,573 | 4% |
| PLANNING & DEV. SERVICES | 3,379,404 | 3,604,572 | 3,671,226 | 66,654 | 2% |
| POLICE | 40,252,662 | 39,791,606 | 40,165,765 | 374,159 | 1% |
| EMERGENCY MANAGEMENT | 191 | 543,876 | 605,239 | 61,363 | 11% |
| 911 EMERGENCY COMMUNICATIONS | 2,826,835 | 3,188,965 | 3,058,656 | (130,309) | -4% |
| FIRE | 22,143,259 | 22,901,669 | 23,599,972 | 698,303 | 3% |
| PARKS & RECREATION | 12,177,219 | 12,858,985 | 13,324,713 | 465,728 | 4% |
| PUBLIC WORKS | 19,412,560 | 19,389,812 | 19,351,284 | (38,528) | 0% |
| GENERAL SERVICES | 1,695,675 | 2,278,422 | 2,301,973 | 23,551 | 1% |
| INFORMATION TECHNOLOGY | 3,653,117 | 4,098,644 | 4,219,960 | 121,316 | 3% |
| TOTAL DEPARTMENT | 117,958,520 | 122,889,195 | 124,140,964 | 1,251,769 | 1% |
| <u>NON-DEPARTMENTAL & MISC.</u> | | | | | |
| COUNCIL REQUESTED PROJECTS | | | 300,000 | 300,000 | #DIV/0! |
| COMMUNITY PROMOTIONS | 730,001 | 50,000 | | (50,000) | -100% |
| CAPITAL LEASE PURCHASE | 2,072,146 | 2,687,635 | 3,391,028 | 703,393 | 26% |
| SOLICITOR'S OFFICE | 215,817 | 215,817 | 215,817 | - | 0% |
| PUBLIC DEFENDER | 100,000 | 100,000 | 100,000 | - | 0% |
| HOMELESS SERVICES | 972,725 | 1,000,000 | 1,000,000 | - | 0% |
| ECONOMIC DEV. SPECIAL PROJECTS | 66,300 | 0 | | - | #DIV/0! |
| DETENTION CENTER PER DIEM | 434,455 | 600,000 | 600,000 | - | 0% |
| NON-DEPARTMENTAL & MISC. | 1,435,296 | 40,000 | 40,000 | - | 0% |
| OFFICE SPACE LEASE - 1225 LADY STREET | 543,279 | 542,000 | 550,000 | 8,000 | 1% |
| TOTAL NON-DEPARTMENTAL | 6,570,019 | 5,235,452 | 6,196,845 | 961,393 | 18% |
| TOTAL EXPENDITURES | 124,528,539 | 128,124,647 | 130,337,809 | 2,213,162 | 2% |
| <u>TRANSFERS OUT</u> | | | | | |
| TO INTERNAL SERVICE FUNDS | 9,614,994 | 3,169,923 | 3,169,923 | - | 0% |
| TO DEBT SERVICE | 5,508,714 | 5,814,150 | 4,955,600 | (858,550) | -15% |
| TO COMPONENT UNIT | 1,477,553 | 1,571,680 | 1,637,820 | 66,140 | 4% |
| TO CAPITAL REPLACEMENTS | - | 4,000,000 | 8,000,000 | 4,000,000 | 100% |
| TOTAL TRANSFERS OUT | 16,601,261 | 14,555,753 | 17,763,343 | 3,207,590 | 22% |
| TOTAL BUDGET | 141,129,800 | 142,680,400 | 148,101,152 | 5,420,752 | 4% |

REVISED



COLUMBIA-RICHLAND FIRE DEPARTMENT

2018 Annual Report



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Message From The Chief

It is with great pride and accomplishment that I present to you the Columbia-Richland Fire Department year in review. This report highlights many notable achievements and I am proud to celebrate these achievements and continued progress in the pursuit of improved research, training, and facility upgrades for our employees that serve the citizens of Columbia and Richland County.

The mission of the Columbia-Richland Fire Department is to save lives and protect property through community risk reduction and professional emergency response to the public we serve. To help guide the department's mission, we embarked on a process to complete our strategic plan. The strategic plan will serve as a detailed map for our organization, describing where we are headed in the next five years.

As you read the report, I hope you will gain insight into the depth of our activities. It is my sincere desire that we continue to work together to promote community risk reduction and capital improvement.

On behalf of all of us at the Columbia-Richland Fire Department, thank you for the opportunity to serve you.

Respectfully,

Aubrey D. Jenkins

Aubrey D. Jenkins
Fire Chief



Department Highlights

The Office of the Chief

- The five year strategic plan was released to every member of the department.
- Relocated the fire prevention parade and luncheon into the Barhamville estate community. Over 350 attended this year parade.
- Participated in Real Men Read at John P. Thomas Elementary School.
- Fire ground injuries decreased by 43%.
- Training injuries decreased by 33%.
- Overall injuries decreased by 22 %.
- Facebook likes surpassed 11,000 in 2018. Facebook follows surpassed 12,000.
- At least 459 new followers on Twitter since July 2018.
- CRFR's Next Door Neighbor account was officially launched in August of 2018 as a new means to get urgent messages and information out to area communities. The account was heavily used to communicate safety information in the days leading up to Hurricane Florence and Hurricane Michael.

Department Highlights

Suppression

- The Medical Emergency Response Vehicle (MERV) and Special Operation Teams were recognized in an article by *South Carolina Municipal Association* for work during Hurricane Florence.
- Total number of 101,632 training hours provided.
- Fire Captain Kareem Spain, Engineer Arthur Mitchell, Senior Firefighter Jonathan Dukes, Senior Firefighter Stephan Sims-King, Firefighter Kian Thomas, Firefighter Kiante Cureton, Firefighter Caleb McLaughlin, Firefighter Marcus Pee, Firefighter Andrew McClain III, Firefighter Sedaris Thomas, Firefighter Len K. Stokes Jr. – Recognized by Columbia City Council for Cardiac Save on Richland Northeast High school student Josh Boyd.
- Spent \$82,616.44 in Homeland Security grant money to sustain/grow our Haz-Mat/Rescue Programs.
- Deployed three separate specialized teams during hurricane season to support the rescue, evacuation efforts of 8 counties.

Department Highlights

Fire Prevention

- Participated in Career Day and Real Men Read at John P. Thomas Elementary School.
- Conducted over 6,000 inspections.
- Fire and life safety inspections increased by 47% from the previous year.
- During conformance inspections, 88% of all violations were abated.
- The implementation of Compliance Engine for third party verification.
- Zip code 29203 fire incidents decreased by 24%, as a result of Community Risk Reduction (CRR)
- Total number of 462 smoke alarms installed, an increase of 50%.
- Received \$1,500 grant from Wal-Mart, and \$500 from Sam's Club for purchase of smoke alarms.
- Conducted a smoke alarm blitz in the Lincolnshire subdivision installing 90 smoke alarms.
- Over 800 plans reviewed, site reviewed , certificate of occupancy inspections, fire protection equipment inspection, above ceiling inspections, and site visits.

Department Highlights

Administration

Significant upgrades to several stations to ensure operational readiness. These upgrades include:

Station 9- Replaced cabinets in the kitchen, and installed new lockers in the sleeping quarter.

Station 12- New flooring downstairs and painting & kitchen makeover.

Station 2- New doors & dura rock on the exterior of the building and exterior painting

Station 6- New roof, new ductwork for HVAC system and restroom renovations

Serviced, painted, and inspected over 5,000 fire hydrants

Coordinated and participated in the light bulb blitz in the Greenview community and Ensor Manner Apartment Complexes.

Participated in National Night Out.

Department Highlights

Professional Services

A 9.3% increase in the number of volunteer fire fighters

Station 30 Volunteers successfully adopted a school.

Received \$1,200 Wal-Mart grant to assist Caughman Road Elementary School Food Pantry.

Volunteers participated in the first all-volunteer Multi-Unit Drills (MUD).

Continues to support and sponsor three high schools by providing fire and rescue training for students.

Improved retention rates of firefighters.

Attended 43 career fairs and other community events to recruit potential applicants.

Station 20 Volunteers held their annual fall festival.

ABOUT COLUMBIA-RICHLAND FIRE DEPARTMENT

The Columbia-Richland Fire Department strives to provide the best service possible by putting the community and its needs first. The Columbia-Richland Fire Department values all community members and employees. Through community outreach and other cooperative communication processes, the department works to ensure the community is informed of and able to access programs and services.

Mission Statement

It is the mission of the Columbia-Richland Fire Department to save lives and protect property through community risk reduction and professional emergency response to the public we serve.

Core Values

Community representing both citizens and employees. Integrity with Professionalism.
Service above self.



Photo by Robert Busbee



Vision

Extraordinary people providing extraordinary service. We are committed to excellence in every task we perform. Our department will provide our citizens with world class emergency services that are community driven, financially responsible and unheralded dedication to the safety of our citizens and employees.

C- Community values and dedication to the shared image of our cultural and economic vision.

R- Rich lands diverse in trade routes and farmland, rivers and lakes and significant legislative hub, boasts vibrant communities and educational facilities in support of a diverse community and its continued growth.

F- Fire safety standards dedicated to enhancing the skills and abilities of our firefighter's and duty to the community.

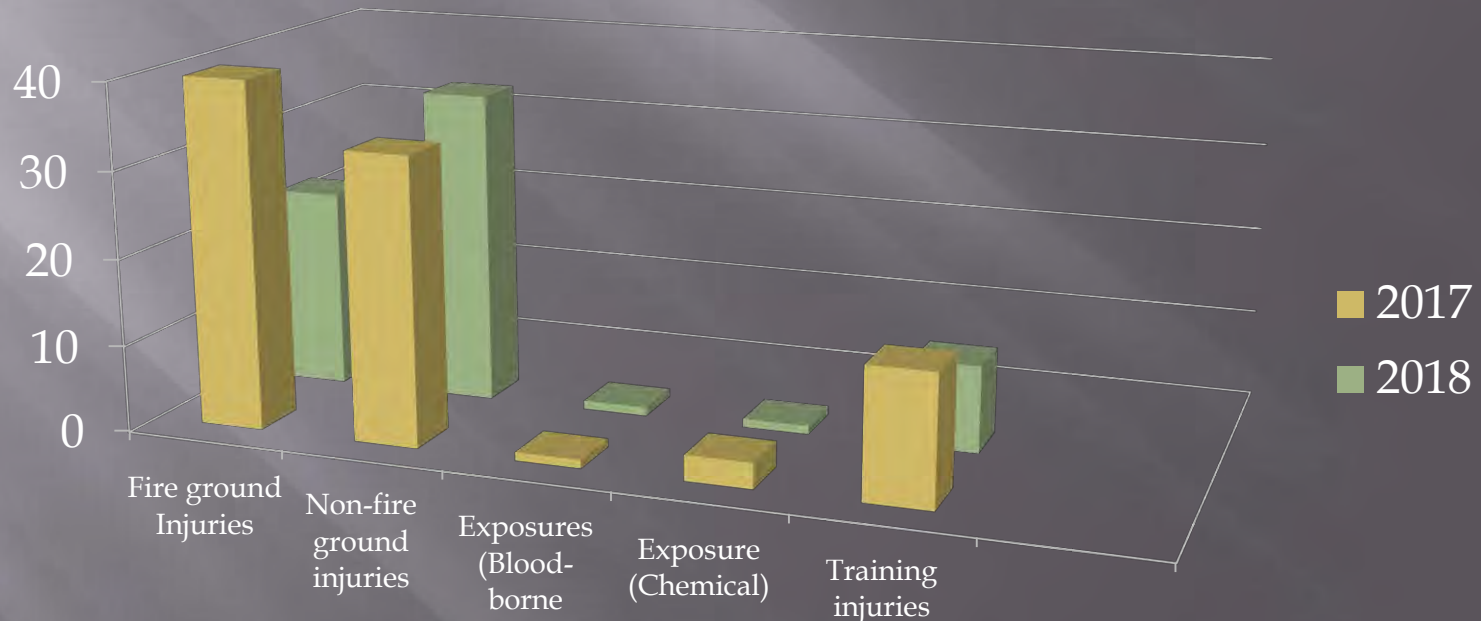
R- Reduction in incidents by increasing fire awareness through community outreach and superb training.

EXECUTIVE SUMMARY

The department serves the city of Columbia and Richland County; covering 772 square-miles. We are an all hazard response department consisting of 481 uniformed personnel, 94 volunteers and 24 civilian employees, operating from 32 stations and four (4) administrative/support facilities. The annual operating budget for the department \$44,702,980. The department operates three (3) shifts, staffed with a minimum of **147** personnel on each shift. Operations are divided between five (5) battalions, each of which is managed daily by a Division Chief. The department provides county-wide services and has jurisdictional cooperation with 5 municipalities in the county, as well as two mutual aid agreements with two (2) proximal military bases: McEntire Air National Guard and Fort Jackson (The largest initial training facility for the US Army). The department responded to approximately **33,586** service calls in 2018, with medical emergencies accounting for **52%** of total calls. The department currently has an Insurance Services Office (ISO) rating of a class 1 as a result of the review of the department's operations, training, and community risk reduction. The county has an Insurance Service Office (ISO) rating of a class 2. We will continue to evaluate countywide standards to ensure that we will be able to achieve a class I rating in the county.

Health and Safety

The Health and Safety Coordinator is responsible for developing, implementing and managing the department's occupational safety and health program to reduce the number and severity of on the job injuries. In 2018, there were a total of 71 on the job injuries and only two (2) exposures. One exposure was from infectious disease and the other from chemical exposure. The total number of injuries have decreased from 22% (**96 injuries in 2017 to 71 injuries in 2018**). Through increased training and education, the department will continue to reduce the number of on the job injuries and exposures from infectious disease.



Community Outreach

Throughout 2018, we hosted or participated in several community activities that included the Fire Prevention Parade, National Night Out, Light Bulb Installation Blitz, Smoke Alarm Blitz, Real Men Read, Career Day and many more.

Community Events



Community Outreach

Community outreach programs are a way for groups to identify a certain specific need in the community and we provide services to the people who need it.



Community Outreach

The Fire Prevention Parade route relocated down Barhamville Road and ended at Drew Park off Harden Street following a community block party at the Charles R. Drew Wellness Center. The community block party featured food vendors, games, fire trucks on display and informational booths focused on fire prevention.



Media Relations

The department Public Information Officer (PIO) is responsible for developing and maintaining a working relationship with print and broadcast media representatives; acting as a liaison with other City service providers; and keeping internal and external key members informed on issues that may affect the department. The POI coordinates with appropriate agencies prior to contacting and releasing information to the media on conditions that might result in favorable or unfavorable public reaction, including releases and public statements and press releases. Additional responsibilities include the preparation of information relative to fire operations, community risk reduction messages, department policy, and community events – through news releases, special activities, photographs, radio and television, and other informational material. The office also reviews materials such as speeches, news articles, and radio and television news to ensure the accuracy of the messages conveyed; as well as dissemination of Freedom of Information requests.



Next door Neighbor
19 Posts
63 of 592



Media Relations

| | ON CAMERA INTERVIEWS | INTERVIEWS BY PHONE | RADIO INTERVIEWS |
|-------------|----------------------|---------------------|------------------|
| JANUARY | 2 | 2 | - |
| FEBRUARY | 2 | 2 | - |
| MARCH | 2 | 2 | - |
| APRIL | 2 | 2 | - |
| MAY | 2 | 2 | - |
| JUNE | 3 | 2 | - |
| JULY | 5 | 2 | - |
| AUGUST | 2 | 2 | - |
| SEPTEMBER | 3 | 3 | - |
| OCTOBER | 13 | 1 | 1 |
| NOVEMBER | 5 | 2 | 1 |
| DECEMBER | 5 | 2 | 1 |
| 2018 TOTALS | 46 | 24 | 3 |

Press Releases

60

Freedom of Information Requests

150

Operation Division

Who we are:

Fire suppression operations responsibility is to provide fire, medical, hazardous material, special operation, training, and technical rescue services within a response area. This division is under the leadership of an Assistant Chief and assisted by three division chiefs and five battalion chiefs.



What we do:

Fire fighters respond to emergency requests from the public for:

- Fire-residential and commercial structure, high-rise, vehicle, grass and brush.
- Medical Aid- Several Firefighters are trained and certified as Emergency Medical Technicians (EMT) and respond as medical first responders to emergency medical incidents that occur within the city and county.
- Technical Rescue- vehicle, water, confined space, building collapse, high-angle rope.
- Hazardous Material-provides hazardous materials response to hazardous materials leaks or spills. These may include transportation incidents that occur on the roadways or railroads and fixed facility incidents at businesses or industries.

Incident Response Review

The incident type summary report is an overview of the National Fire Incident Reporting System (NFIRS) used by United States fire departments. Fire departments report fires and other incidents to which we respond to and maintain records of these incidents in a uniform manner. The break down and explanation of the categories is

Fires (100)– they include buildings, vegetation, vehicles, cooking and small miscellaneous/debris fires.

Overpressure (200)- Excessive heat, scorch burns with no ignition and overpressure rupture from steam

Rescue & Emergency Medical Service (300)– mostly emergent in nature, this includes life threatening events such as cardiac arrest, trauma (broken bones, soft tissue injury falls), chronic illnesses (heart disease, diabetes, asthma) and other minor illnesses. This also includes confine space, search and rescue, structural collapse, confine space, swift water, extrication, etc.

Hazardous Conditions (400) – incidents such as natural gas main breaks, power lines down, gasoline spills and electrical problems.

Service Calls (500) – non emergency calls for service, such as, water problems, tree down, invalid assist, lock outs and assisting the police department.

Good Intent calls (600)- dispatched and cancelled prior to arrival of the responding unit. No incident found on arrival at address or wrong location, smoke scare, odor of smoke (Hazmat release investigation, no release, authorized control burn).

False Alarms (700)– this includes calls such as fire alarm activations due to malfunction or unintentional in nature.

Severe Weather & Natural Disaster (800)-this includes tornados, storms, hurricanes, floods, flash floods, winter storms.

Special Incident Type (900)-this includes citizens complaint and other special type of incident.

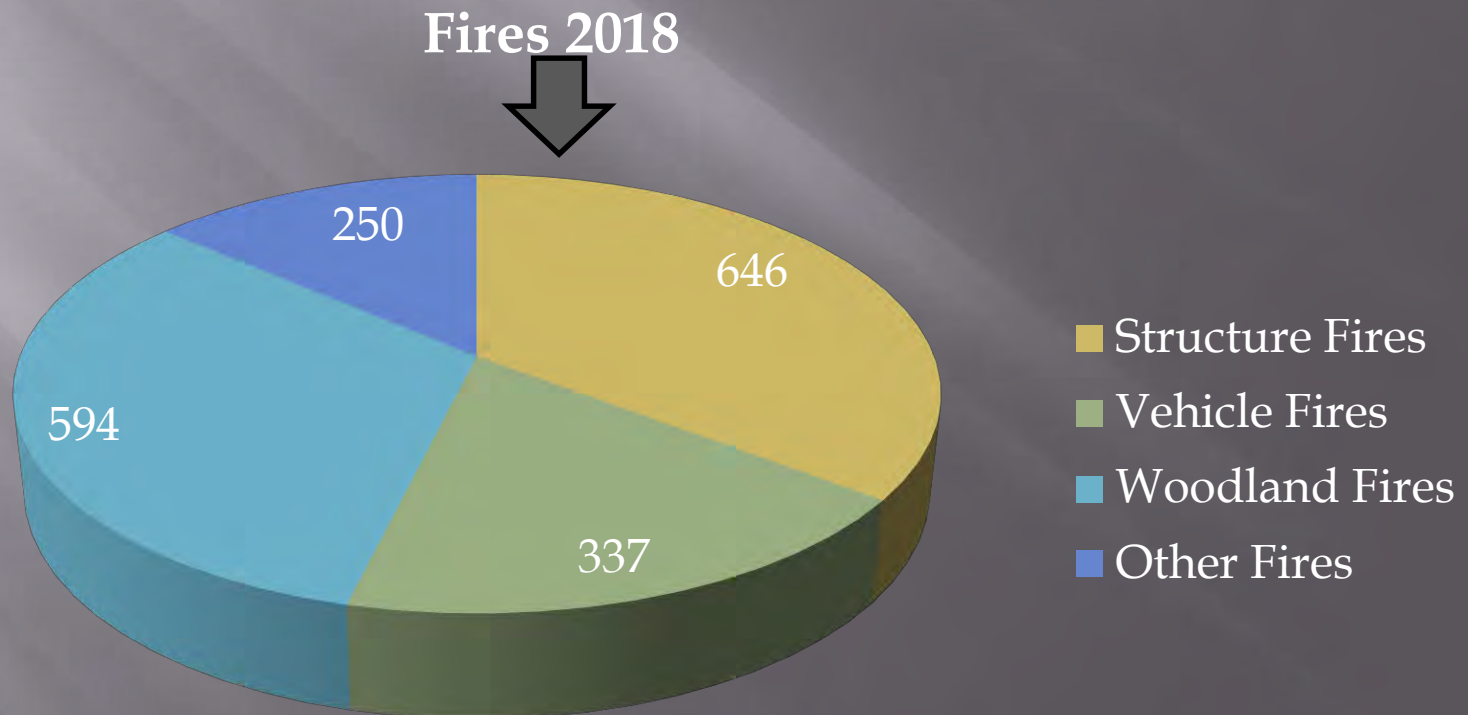
Incident Types

Call (incident) types were based on the National Fire Incident Reporting System (NFIRS), as developed through the U.S. Fire Administration, National Fire Data Center. “Incident Type” is defined as the situation found by emergency personnel on arrival at the scene, and includes the full spectrum of fire department activities from fires to EMS to public service.

| | | |
|---|---------------|-------------|
| 100—Fires | 1,827 | 5% |
| 200—Overpressure Rupture, Explosion, Overheat (No Fire) | 50 | .14% |
| 300—Rescue & Emergency Medical Service (EMS) Incidents | 17,411 | 52% |
| 400—Hazardous Condition (No Fire) | 1,167 | 4% |
| 500—Service Call | 1,651 | 5% |
| 600—Good Intent Call | 5,082 | 15% |
| 700—False Alarm and False Call | 6,300 | 19% |
| 800-Servere Weather/Natural Disaster | 34 | .10% |
| 900- Special Incident Type | 64 | .18% |

Incident Response Data

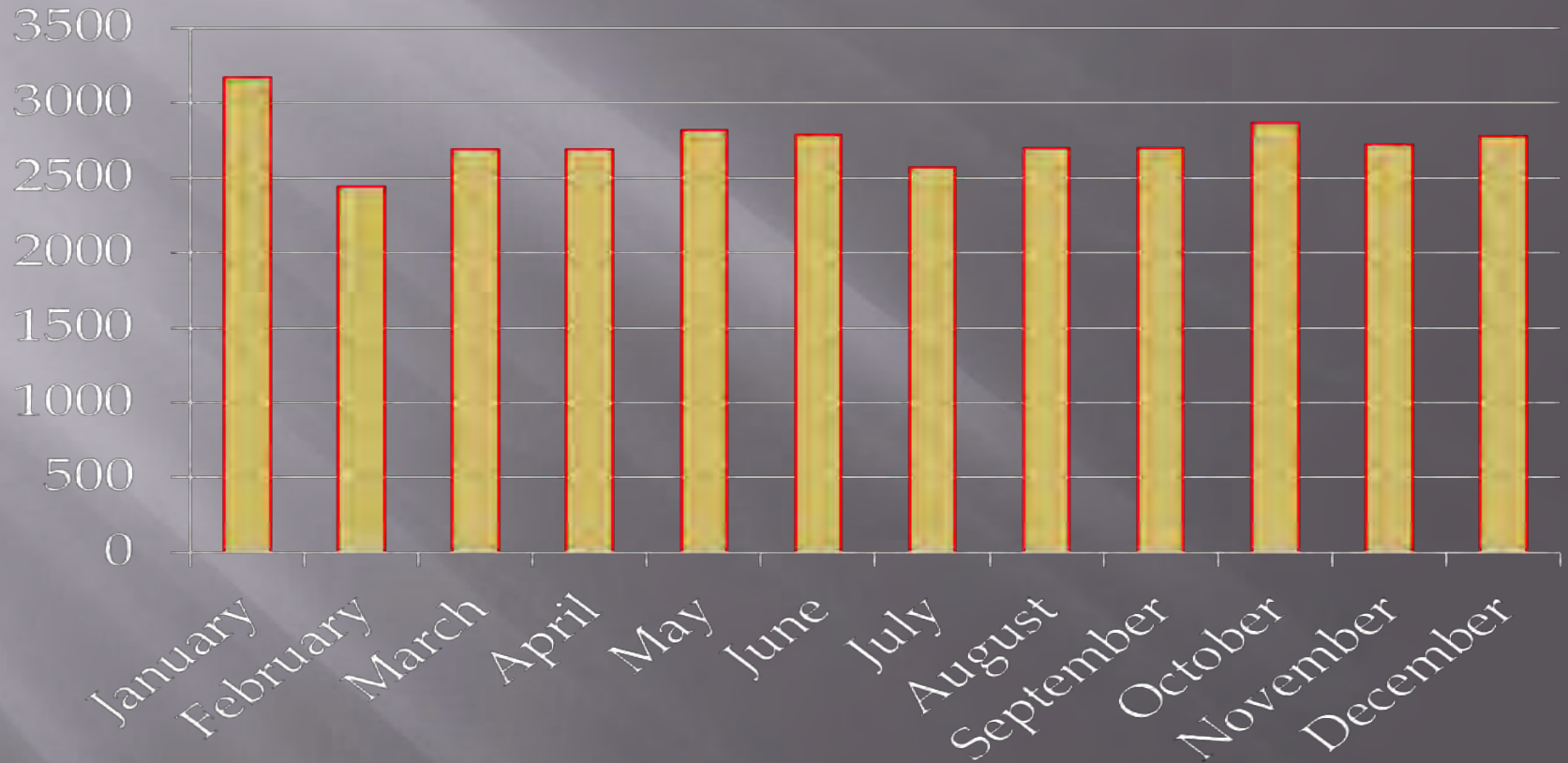
The following examines the 1,826 fires that occurred in Columbia and Richland County, Identifying the type of fires.



Incident Response Data Hour of the Day



Incident Response Data Month of the Year



Incident Response Data By Unit

| <i>Unit Dispatched</i> | <i>Total</i> | <i>Avg./per day</i> | <i>Unit Dispatched</i> | <i>Total</i> | <i>Avg./per day</i> |
|------------------------|--------------|---------------------|------------------------|--------------|---------------------|
| Battalion 1 | 1152 | 3.1 | Engine 23 | 367 | 1.0 |
| Battalion 2 | 1024 | 2.8 | Engine 24 | 1464 | 4.0 |
| Battalion 3 | 727 | 1.9 | Engine 25 | 398 | 1.0 |
| Battalion 4 | 608 | 1.6 | Engine 26 | 757 | 2.0 |
| Battalion 5 | 1243 | 3.4 | Engine 27 | 1454 | 3.9 |
| Engine 1 | 2086 | 5.7 | Engine 28 | 433 | 1.1 |
| Engine 2 | 1526 | 4.1 | Engine 29 | 419 | 1.1 |
| Engine 3 | 941 | 2.5 | Engine 30 | 947 | 2.5 |
| Engine 4 | 2098 | 5.7 | Engine 31 | 284 | 0.7 |
| Engine 6 | 2389 | 6.5 | Engine 32 | 1445 | 3.9 |
| Engine 8 | 1353 | 3.7 | Engine 33 | 1239 | 3.3 |
| Engine 9 | 1805 | 4.9 | Engine 34 | 1683 | 4.6 |
| Engine 11 | 1821 | 4.9 | Haz-Mat 1 | 361 | 0.9 |
| Engine 12 | 1738 | 4.7 | Rescue 1 | 2525 | 6.9 |
| Engine 13 | 2174 | 5.9 | Rescue 2 | 1242 | 3.4 |
| Engine 14 | 1841 | 5.0 | Rescue 3 | 2060 | 5.6 |
| Engine 16 | 1983 | 5.4 | Rescue 4 | 848 | 2.3 |
| Engine 17 | 272 | 0.7 | Rescue 5 | 639 | 1.7 |
| Engine 18 | 866 | 2.3 | Ladder 7 | 2707 | 7.4 |
| Engine 19 | 265 | 0.7 | Ladder 8 | 1315 | 3.6 |
| Engine 20 | 973 | 2.6 | Ladder 9 | 1838 | 5.0 |
| Engine 22 | 892 | 2.4 | | | |

Incident Response Summary

The busiest companies in 2018 were Ladder Truck 7 which responded to 2,707 emergency calls, Engine Company 6 responded to 2,389 emergency calls, Rescue 1 responded to 2,525 emergency calls, and Battalion 5 responded to 1,243 emergency calls. The highest call volume was in the month of January with 3,169 emergency responses, and most incident responses occurred between the hours of 4:00pm and 5:00pm totaling 3,923 emergency responses.



Operation Division Special Operation

Hazardous Materials

The department responded to **1,166** hazardous materials calls in 2018. These types of hazardous materials incidents included spilled fluids from motor vehicle accidents, unusual odors and/or carbon monoxide (CO) detector alarms, and ruptured natural gas lines.

Rescue

Specially-trained and equipped teams of firefighters are prepared for a variety of rescue calls. In 2018, these teams responded to 4,565 calls for rescues that included elevator rescues, vehicle extrications, confine space rescues, water rescues, machinery rescues and trench rescues



Training

The mission of the Training Bureau is to ensure all members of the department are prepared to provide excellent service to the citizens of the City of Columbia and Richland County. This includes providing a comprehensive training program to all members from entry-level to senior staff, providing continuous quality assurance of department operations, assisting in the development of policies, selection of equipment that support operational needs, evaluating undesirable properties for training and assisting with emergency operations.



Total Number of Training Hours 101,632

Training by the numbers

Total number of fire simulator training classes:

Blue Card Initial Certification 2018-01: 4 certifications completed

Battalion Chief Academy 2018-01: 8 certifications completed

Command Simulations:

Classes: 4

Students: 21

Total Training Hours: 196

Officer development trainings:

Truck Company Operations

Update for Officers

Students: 22

Total Training Hours: 88

Evaluations and Strategic Plan

Students: 23

Total Training Hours: 92

Health and Safety Update, ER

Introduction

Students: 21

Total Training Hours: 84

Probationary Firefighters submitting

Monthly Task Manuals: 89

Monthly Probationary Firefighter Task

Manuals submitted: 35



Fire Prevention Division

The Fire Prevention Division is responsible for the prevention of injuries to persons and losses of property that are caused by fire and other emergencies. In 2018, there were 6,512 inspections performed and 9,696 violations detected. Below is a list of the different occupancies inspected and the definition of each occupancy. The occupancy classification is the first factor that determines the safety requirements for a building. The purpose of an occupancy classification is to define how the building will be used. The International Fire Code (IFC) establishes ten general Use Groups with 26 individual Use Groups which are following:

Assembly Group A – Gathering together of persons for purposes such as civic social or religious functions, recreation, food or drink consumption, or awaiting transportation

Business Group B – Office professional or service-type transactions

Educational Group E – Six or more persons at any one time for educational purposes through the 12th grade

Factory Group F – Assembling, disassembling, fabricating, finishing, manufacturing, packaging, repair or processing operations

High-Hazard Group H – Manufacturing, processing, generation, or storage of materials that constitute a physical or health hazard in quantities in excess of limits established by the Code

Institutional Group I – People having physical limitations because of health or age are harbored for medical treatment or other care or treatment; people detained for penal or correctional purposes

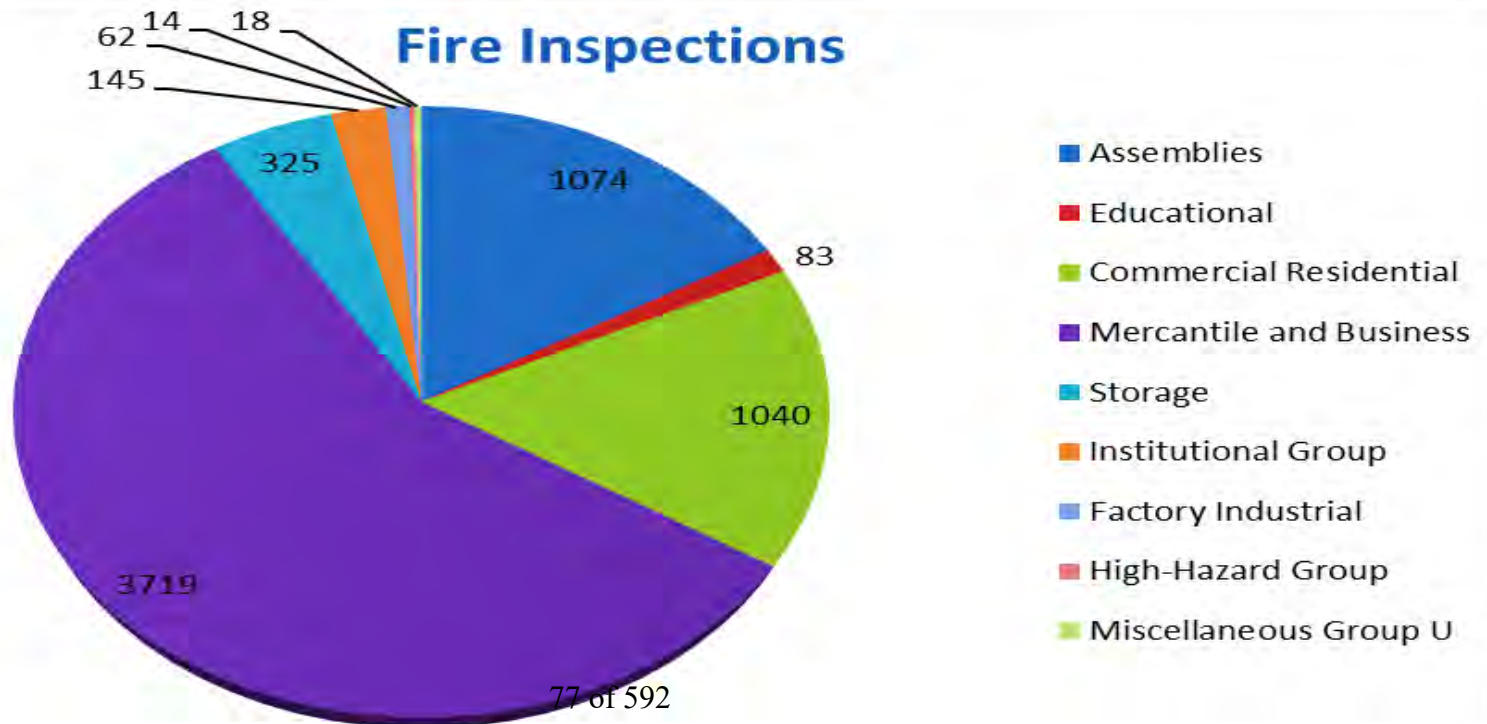
Fire Prevention Division

Mercantile Group M – Display and sale of merchandise, and involves stocks of goods and merchandise incidental to such purposes and accessible to the public.

Residential Group R – Provides sleeping accommodations when not classified as an Institutional Group I

Storage Group S – For storage that is not classified a hazardous occupancy

Utility and Miscellaneous Use Group U – Buildings and structures of an accessory character and miscellaneous structures not classified in a specific occupancy



Fire Prevention Division

Plan review is required for all new construction, as well as additions and most alterations and repairs to existing structures including interior and exterior improvements. A total of 557 plans were reviewed for new construction, renovated buildings and site review. This included 254 building plans, 94 fire sprinkler plans, 82 fire alarm plans, 3 FM 200 system plans, and 124 site plans. Plans are reviewed to ensure they meet fire code requirements for all life safety systems.

Empire Columbia (R-2, Mercantile) / Student Housing/ 3 Five Story Buildings (228 Residential Units) / 1 Eight Story Parking Garage



\$58 million project, and one time site to the Central Correctional Institution (CCI)



Fire Prevention Division

The Public Education Officer is responsible for disseminating the message of fire safety to individuals of all ages within Richland County. The goal is to take a proactive approach to raise awareness and educate the public on fire safety and how to protect their homes, businesses, or family in the event of a fire or catastrophe. An integral part of the fire educational program is the smoke and carbon monoxide alarm outreach component. The Columbia-Richland Fire Department is committed to keeping our citizens safe, and through the generosity of business organizations our personnel are able to install smoke/co alarms in homes throughout Columbia free of charge.

Station Tours 61

Fire Drills Conducted 25

Fire Demonstrations 390

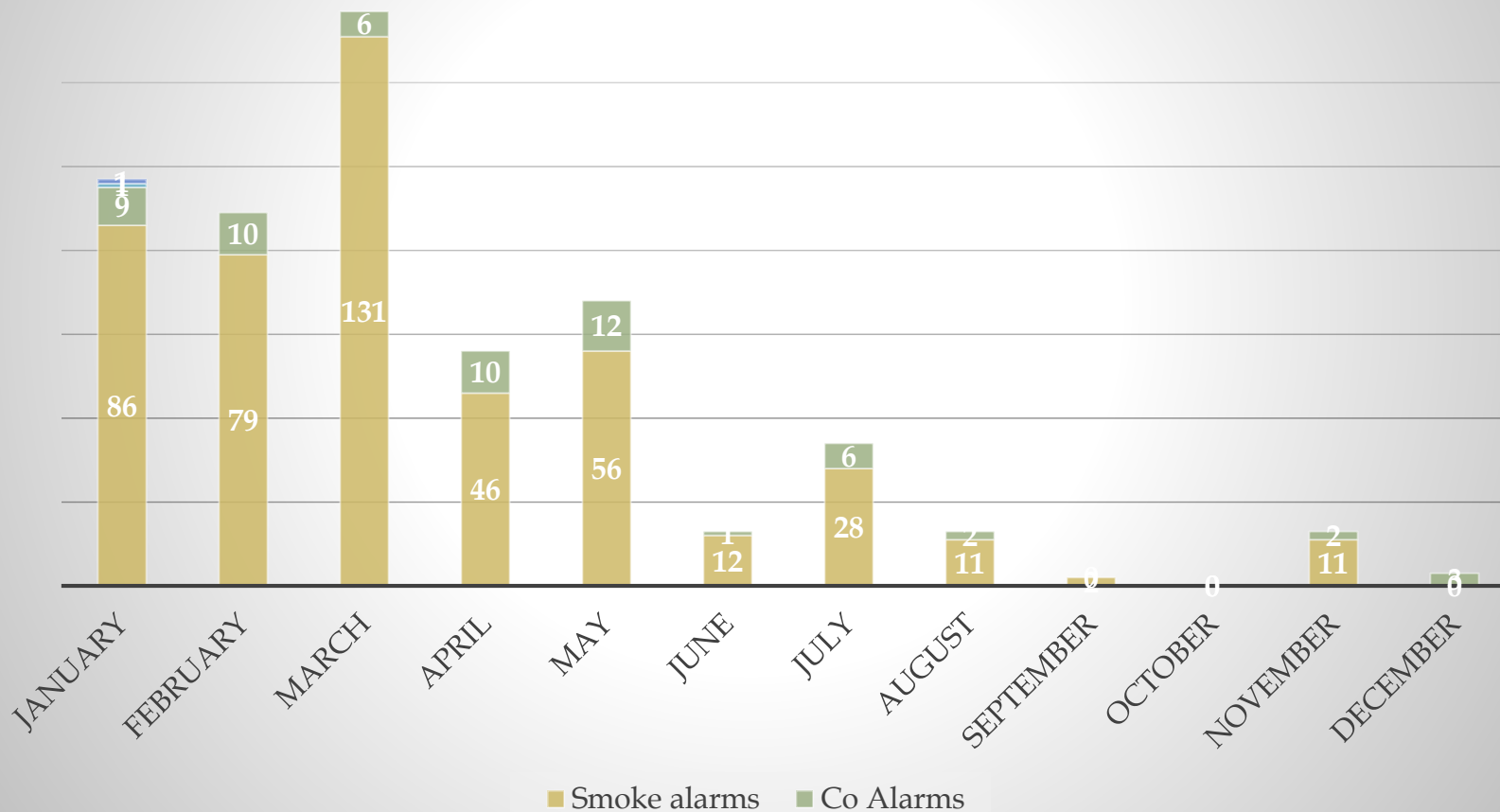
Home Fire Safety Surveys 94

Fire Evacuation Plans Reviewed 21

Fire Education Programs Presented 82

Fire Prevention Division

Smoke Alarms and CO Alarms Installed by Month



Fire Prevention

Fire cause and origin investigations

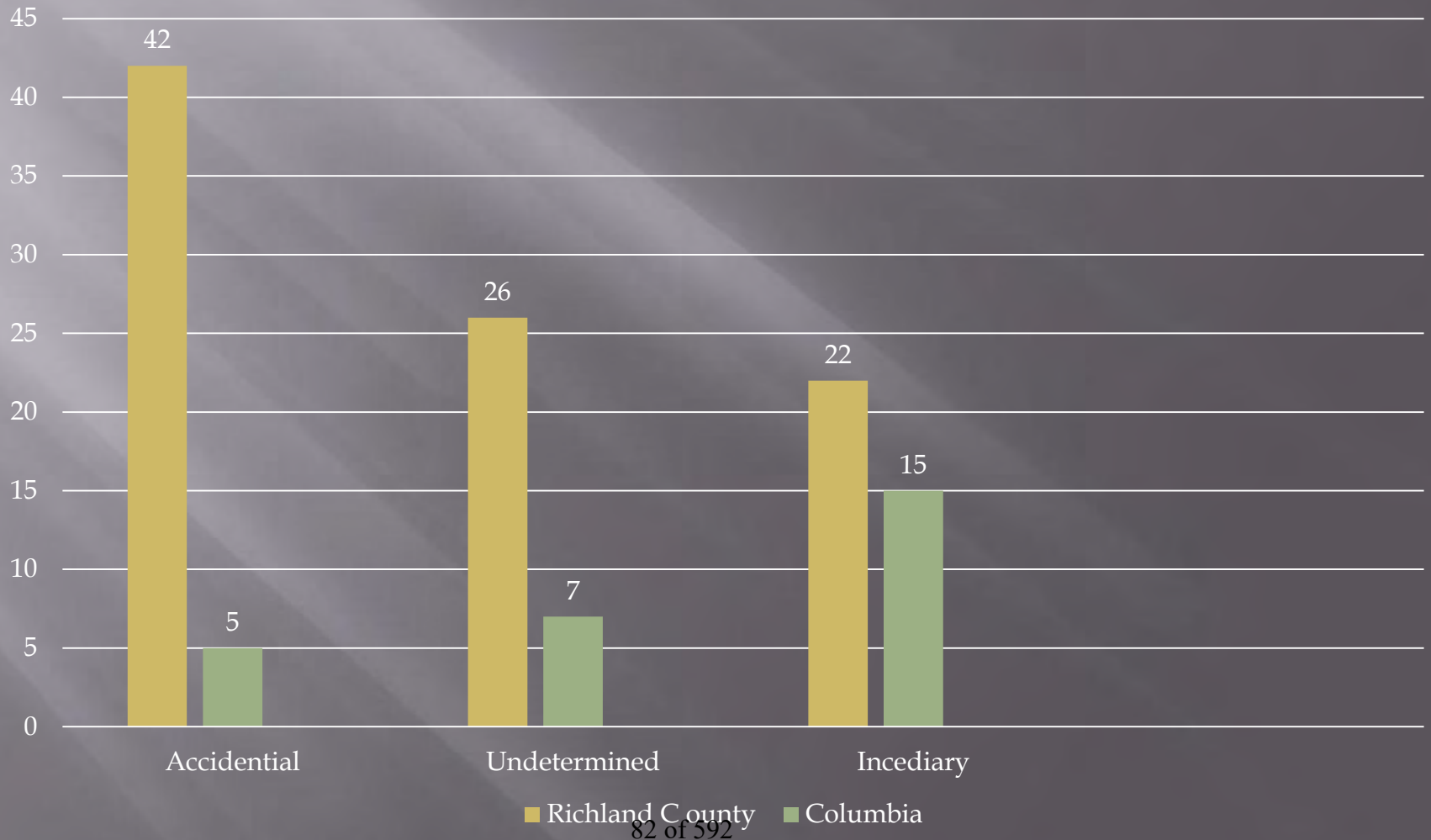
The purpose of fire investigation is to determine the origin and cause of fires. This information can then be used to educate the public about a fire's cause in order to prevent similar fires and to provide an accurate account of what occurred.

CRFD and Richland County Fire Marshal Office conducted 116 fires-cause and origin investigations ranging from cooking fires, electrical fires, improper heating fires, and arson fires during 2018. Forty percent (40%) of the fires investigated were classified as accidental, thirty-two percent (32%) were “incendiary” (arson) and twenty eight percent (28%) were undetermined.



Fire Prevention

Fire cause and origin investigations



PROFESSIONAL SERVICES

This office is responsible for assisting employees in all areas of personnel administration - from the beginning of their employment with the department, throughout their careers, until their retirement and responsible for coordinating to function of pre-employment for candidates seeking to join the CRFD. During 2018, 933 total applicants were processed of which 877 applied for to become a fire fighter. In addition to processing new hires, promotions, retirements and transfers, staff coordinates the volunteer program, tuition reimbursement, higher education incentives.

Promotions

1 Assistant Chief
1 Division Chief
6 Battalion Chiefs
14 Captains
28 Engineers
43 Senior Fire fighters
3 Volunteer Captains

Years of Service

| | |
|-------------|-----|
| 0-5 years | 220 |
| 6-10 years | 90 |
| 11-15 years | 94 |
| 16-20 years | 39 |
| 21-25 years | 33 |
| 26-30 years | 7 |
| 31-35 years | 0 |
| 36-40 years | 1 |

Professional Services Recruitment



BECOME A VOLUNTEER FIREFIGHTER

The Columbia-Richland Fire Department is the largest fire department in the state of South Carolina with approximately 550+ personnel and 32 fire stations. Responsible for protecting nearly 500,000 citizens in the City of Columbia and Richland County, the Columbia-Richland Fire Department responds to 25,000-30,000 emergency incidents per year in areas ranging from densely urban to rural. These unique characteristics along with its dedicated members helps make the Columbia-Richland Fire Department one of the most unique and versatile fire departments in the country.

MINIMUM REQUIREMENTS

- Must be 18 years of age
- Must possess a high school diploma or GED
- Must have a valid Class-D driver's license with no more than 4 points against it.
- No Felony Convictions
- Live in the area that you want to volunteer in

POSSIBLE BENEFITS

- Workman's Compensation Insurance
- Coverage Begins 1st day of Employment
- Activity Fee Reimbursement
- SC State Firefighters Membership
- Free Training
- Uniforms & Protective Gear Provided
- Possible College Credit for Training
- Possible SC Tax Credit Incentive

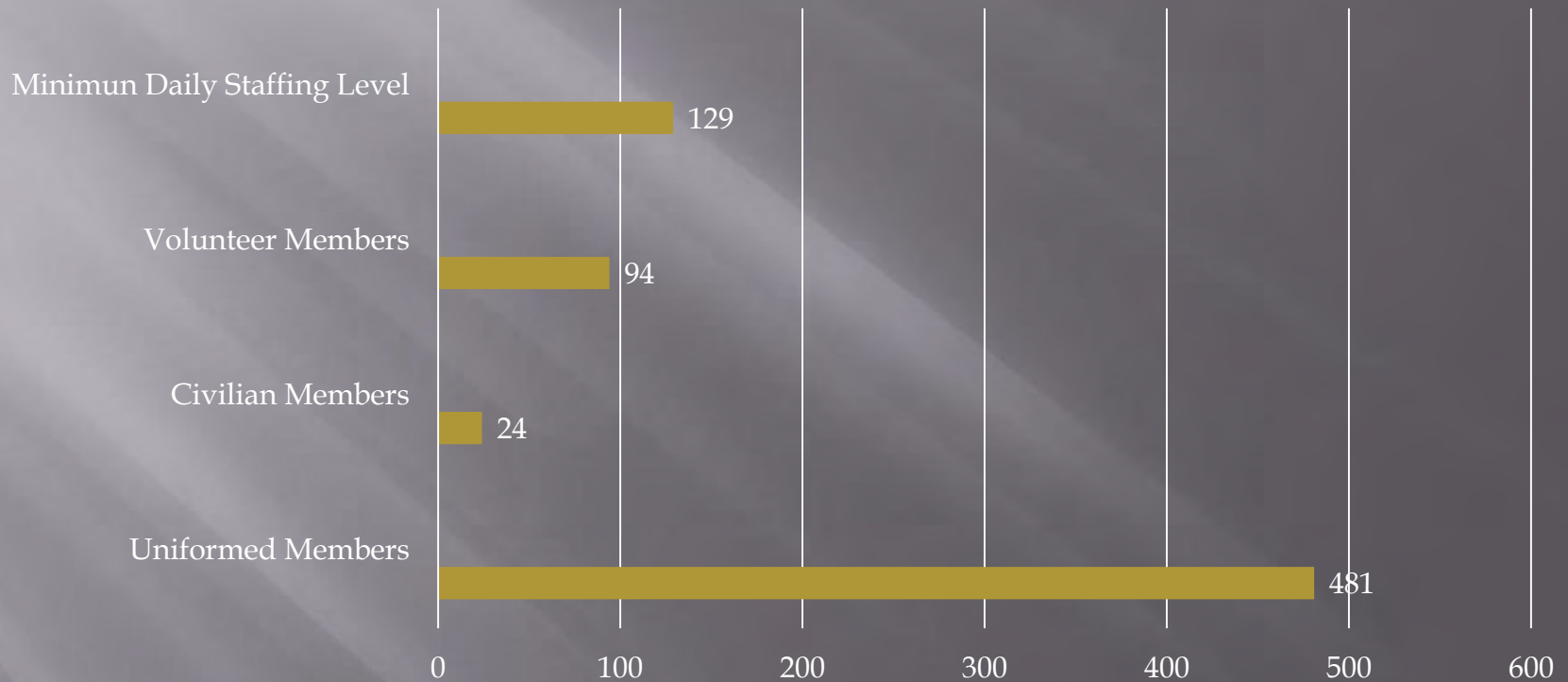
APPLICATION PROCESS

- Application Review
- Background Check (DL and Criminal)
- New Member Orientation
- Volunteer Recruit School
- Previous Training on a case by case basis
- 6 Month Probation after station assignment

Application Packets can be obtained by sending an e-mail to cfdwbroscious@columbiasc.net or calling by 803-545-0241. Be sure to include your name and full address in your request. Applications can also be picked up from the City of Columbia Fire Department located at 1800 Laurel St. in Columbia SC.

Professional Services

Staffing



Administration

The assistant chief of administration is responsible for community affairs, finance, communication. In addition, he is responsible for support services that includes facilities, apparatus, equipment, logistic, and property maintenance.

Fire Stations & Facilities

Strategically-placed fire stations across our service area maximize coverage and minimize response time. Every station is staffed to provide emergency medical services (EMS) delivered by trained EMTs (Basic Life Support - **BLS**).Facilities





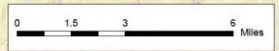
32 Fire Stations
2 Administration Buildings
(Training & Prevention)
1 Training Center
1 Support Building (Logistic)
41 Engines
7 Ladder Trucks
9 Rescue Truck
20 Brush Trucks
67 Support Vehicles

Fire Stations by Station

| |
|--------------|
| Fort Jackson |
| 4 |
| 5 |
| 5 |

Fire Station

This map was prepared by:
 GIS@ColumbiaGIS.net
 City of Columbia - GIS Desktop
 Friday, November 18, 2016



**CITY OF COLUMBIA
 GIS DATA DISCLAIMER**
 The City of Columbia GIS data represented on this map or plan is the product of the compilation of data produced by others. It is provided for informational purposes only and the City of Columbia makes no representation as to its accuracy. Its use without field verification is at the sole risk of the user. Contact the appropriate county election authority with any further questions or concerns.

Administration Logistics

Logistics supports the operational mission of the department by assuring that the best emergency and non-emergency equipment. Also they are responsible for fire hydrant inspections and repairs.

SCBA

SELF-CONTAINED

BREATHING APPARATUS FOR

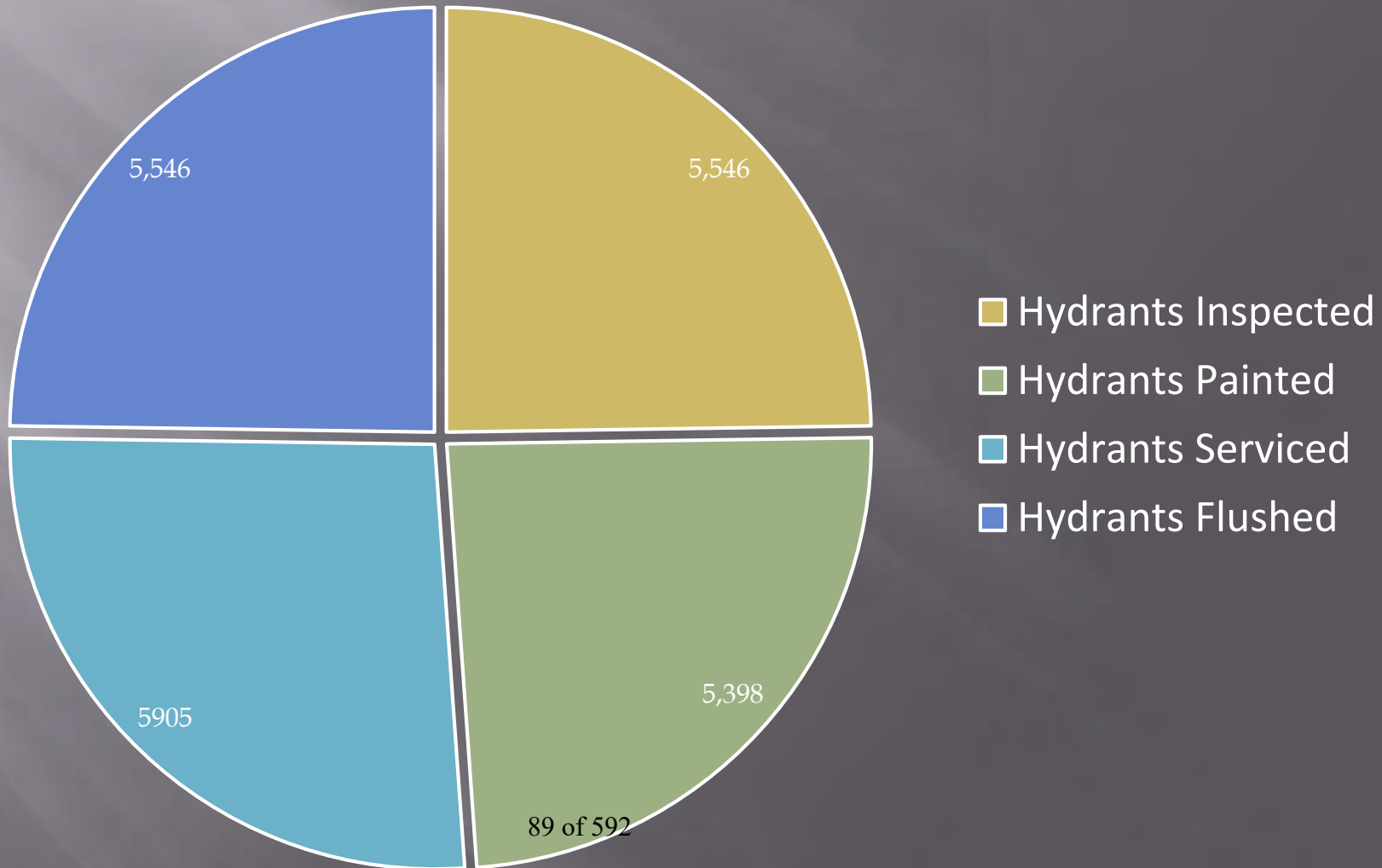
EMERGENCY USE BY

AUTHORIZED TRAINED PERSONNEL



Administration Logistics

The following is a summary of activities of hydrant maintenance for the year



Looking Ahead to 2019

Improve Firefighter Safety

The highest capital priority in 2019 concerns the health and safety of our employees – replacement of aging Self- Contained Breathing Apparatus (SCBA) and adding additional fire fighting bunker gear.

Implementation of our Strategic Plan

Working closely with members in the department and stakeholders. This will also be in conjunction with accreditation.

Community Risk Reduction

We will continue to identify risks in the community, implementing strategies in an effort to better protect residents and firefighters.

Capital Improvement

Projects identified will ensure the department is able to continue to provide professional emergency services. Repairs are necessary to sustain current operations and ensures equipment and facilities meet the expectations of the community.



Agenda Briefing

To: Chair Livingston and Honorable Members of Council
Prepared by: County Administration Staff
Department: Richland County Administration
Date Prepared: 28 March 2019 **Meeting Date:** 02 April 2019

| | | |
|-----------------------|--|------------------|
| Approved by: | Assistant County Administrator | Ashley M. Powell |
| Legal Review | <i>No legal impact(s) relative to requested action</i> | Date: -- |
| Budget Review | <i>No budgetary impact(s) relative to requested action</i> | Date: -- |
| Finance Review | <i>No financial impact(s) relative to requested action</i> | Date: -- |
| Other Review: | -- | Date: -- |

Committee

Subject: Richland County Flood & Drainage Project List Development – Ad Hoc Committee

Recommended Action:

Staff recommends the formation of a Richland County Ad Hoc Committee to identify, develop and recommend future Flood & Drainage Projects to County Council for consideration.

If approved, this list will be provided to the Governor’s Floodwater Commission for project resourcing consideration. This list will be part of a statewide effort to identify, mitigate and, eventually, remediate impacts of past and future flooding events.

Motion Requested:

I move to accept staff’s recommendation and establish the Richland County FDPL Ad Hoc Committee for the identification, development and recommendation of future flood hazard mitigation projects.

Request for Council Reconsideration:

Yes; as this initiative must move forward under a strict, state established timeline, there is a need to reconsider this request.

Fiscal Impact:

There is no fiscal impact involved in the development of the project list.

Motion of Origin:

| | |
|-----------------------|-----|
| Council Member | N/A |
| Meeting | -- |
| Date | -- |

Discussion:

On March 13, 2019, Mr. Kim Stenson, South Carolina Emergency Management Division Director, forwarded an email to all SC County Emergency Managers seeking coordination and collaboration on the development of a comprehensive and prioritized list of local flood and drainage projects. This list will be utilized by the Governor's Floodwater Commission for resource allocation.

On March 19, 2019, at the request of SCEMD, Mike King, Richland County Local Disaster Recovery Manager, facilitated a meeting with SCEMD, Richland County Emergency Management and Richland County Public Works. The SCEMD representative (Bethany Morton) provided a general overview of the program, to include a due date of mid May 2019 for the submission of the prioritized project list. Ms. Morton stressed this should be an inclusive effort with participation from Countywide public agency stakeholders; with the exception of the City of Columbia as the City will develop and submit a list individually.

It was the consensus of County personnel in attendance at the aforementioned meeting to recommend following a similar project development process as originally implemented as a result of the Flood Event of 2015.

To ensure a comprehensive project list, the process should involve an internal work group comprised of relevant County personnel reporting to an Ad Hoc Oversight Committee. The Ad Hoc Committee should consist of Countywide representation of public agency stakeholders, Administration staff and (a) designated member(s) of County Council. Public agency representatives should include, but not be limited to local municipalities; school districts; utilities; etc.

It will be the responsibility of the Ad Hoc Committee to provide formal project recommendations to County Council for consideration.

Attachments:

Email from Mike King, Assistant Director of Emergency Services/ Local Disaster Recovery Manager offering further background on the Flood & Drainage Initiative and recommended path forward.

From: [Michael King](#)
 To: [ASHLEY POWELL](#)
 Cc: [Pat Beekman](#); [MICHAEL BYRD](#); [MICHAEL KALEC](#); [SYNITHIA WILLIAMS](#); [DONNA OVERTON-BROWN](#); [Ismail Ozbek](#); [STEPHEN STALEY](#); [CHRIS EVERSMAAN](#); [CLAYTON VOIGNIER](#); [EDWARD GOMEAU](#); [SANDRA YUDICE](#); [JOHN THOMPSON](#); [TAMMY ADDY](#); [Heather Brown](#)
 Subject: FW: Flood and Drainage Project List Development
 Date: Tuesday, March 19, 2019 3:40:40 PM
 Attachments: [FDPL Proposed Structure - 03-19-19.docx](#)

Ashley,

Good afternoon.

This afternoon, Mike Kalec; Synithia Williams; Pat Beekman; Donna Brown; & myself met with Bethany Morton (SCEMD) regarding the SC Flood and Drainage Project Program (see associated emails below).

While we will be discussing the program in detail at our bi-monthly Disaster Recovery Team Meeting on Thursday; due to the rather tight timeline (mid-May) for the completion and submission of an itemized project list; we wanted to give you a preliminary overview of the program and its' requisites.

- **In late 2018, SC Governor McMaster formed the Flood Water Commission.**
- **The purpose of the commission is two fold**
 - **In partnership with local authorities (County Governments and other Public Stakeholders) identify; list; & prioritize specific Flood and Drainage Hazard Mitigation Projects.**
 - **Currently there are no limitations on these projects.**
 - **They can include public/private projects**
 - **They can range from clearing and improving the flow & capacity of watershed/streams (Gills Creek); to hardening existing critical infrastructures; to implementing critical storm/flood water projects; to providing hardened fire suppression water supply systems; to property acquisition.**
 - **The program plans on coordinating and utilizing multiple federal/state/private funding sources and agencies to partner with local authorities to implement as many of the programs as possible**
 - **Although SCEMD would not provide specific numbers, we were told there already are some funding sources identified and in place.**
 - **The FDPL Program is an independent program; not specifically or exclusively linked with any one federal or state funding program currently in effect.**
 - **Bethany Morton (SCEMD) is our direct liaison for this program**

Our challenge:

1. **By mid-May of 2019, Richland County will need to submit an itemized project list to SCEMD, with estimated project costs**
 - a. **To do this we will need to quickly create and implement an internal project**

organizational structure.

- i. This can be accomplished by utilizing (with some modification) our current disaster recovery project organizational structure.**
 - 1. I have taken the liberty of attaching a draft organizational structure, which we can discuss in more detail on Thursday.**
 - a. This is a draft concept only at this time**
- ii. The key modification from our traditional structure is the creation of a FDLPG Ad Hoc Committee**
 - 1. There was considerable discussion regarding the utilization of the BRC for this purpose; however that idea presented significant concerns.**
 - a. The BRC was created specifically for the project needs from the 2015 Flood Event**
 - b. This new program is significantly different and will focus on projects which are inclusive of the public stakeholder level**
 - i. The FDLPG Ad Hoc Committee should be comprised of representatives from (but not limited to)**
 - 1. Local Municipalities (with the exception of COC)**
 - 2. School Districts**
 - 3. Utilities**
 - 4. DOT**
 - 5. USACE**
 - 6. Additional Public Stakeholders as identified**

Again, we will be discussing this opportunity in more detail on Thursday.

Please let me know if you have any questions or need additional information before then.

Thanks!!

Mike

**Michael A. King
Assistant Director
Richland County Government
Emergency Services Department
Local Disaster Recovery Manager
King.Michael@richlandcountysc.gov**

P 803-731-8362 M 803-760-4296 F 803-798-3401

1410 Laurens Street
Columbia, SC 29204
RichlandCountySc.gov

From: Morton, Bethany [mailto:bmorton@emd.sc.gov]
Sent: Thursday, March 14, 2019 12:40 PM
To: Michael King <King.Michael@richlandcountysc.gov>
Cc: MICHAEL KALEC <KALEC.MICHAEL@richlandcountysc.gov>
Subject: FW: Flood and Drainage Project List Development

Good Afternoon Mr. King,

I reached out to Mike Kalec about the email that our Director sent out yesterday. He suggested that I work with you. I will be the point of contact for this project for Richland County. I would like to sit down to talk over the timeline for this project and how you would like to go about doing this project. I do not think this would be a long meeting, maybe an hour or so. Next week I have Tuesday at 1 or Wednesday at 1. I would also like to include Mike Kalec if he would like to join us.

I look forward to working with you on this project.
Thank you,
Bethany

From: Stenson, Kim <Kstenson@emd.sc.gov>
Sent: Wednesday, March 13, 2019 4:22 PM
To: County Director <CountyDirector@emd.sc.gov>
Cc: Chief <Chief@emd.sc.gov>
Subject: Flood and Drainage Project List Development

Good morning,

As you are aware, the Governor formed a Floodwater Commission last year as a result of frequent flooding from rain, storms, hurricanes, and tides that we have experienced here in SC. Accordingly, the Floodwater Commission was formed to identify and implement short-term and long-term recommendations to alleviate and mitigate flood impacts to this State, with emphasis on the coastal and river-based communities. The Infrastructure and Shoreline Armoring Task Force within the Floodwater Commission has asked SCEMD to coordinate with county emergency management directors to develop a comprehensive and prioritized list of local flood and drainage projects. Several counties have already started developing project lists in anticipation of receiving state or federal assistance in resourcing flood and drainage projects to create more resilient communities. Our REM cadre will contact you in the near term regarding this project and will assist you in the development and prioritization of project lists. Anticipated REM actions include:

- ✓ Provide mitigation plan floodwater and drainage project summary to counties (extracted from current mitigation plans are an excellent starting point for project list development)
- ✓ Assist counties in validating current mitigation plan information (flood and drainage projects) and revise current flood and drainage project lists to include cost estimates and adding or

- deleting projects
- ✓ Provide project prioritization methodology for possible use by counties
- ✓ Request counties provide any local flood vulnerability studies
- ✓ Develop timeline estimates for project list development

To assist in gathering and sharing information, we have established two website locations:

- ✓ Dedicated FTP site for sharing information which is currently populated with mitigation plans and flood-related vulnerability studies. The address is <https://ftp.emd.sc.gov> (User: GovFWcomm, Pass: Flw#3comm).
- ✓ Dedicated ArcGIS site with flood data extracted from our Palmetto situational awareness platform. This is a web address only and will not require user name and password. Available layers include most of the DHS 16 critical infrastructure sectors ranging from energy to transportation. 100 and 500 year flood plain data is also available to include approved and under revision zones. Web address is:
<https://scemd.maps.arcgis.com/apps/webappviewer/index.html?id=8a6a302d3df14f20a72579326f8e081a>

I know each of you is very busy but this is an opportunity to implement identified flood-related mitigation projects, recognize new projects, and potentially obtain resources to complete those projects. Upon receipt, your project lists will be provided to the Floodwater Commission for resourcing.

Let me know if you have any questions and how we can further assist you.

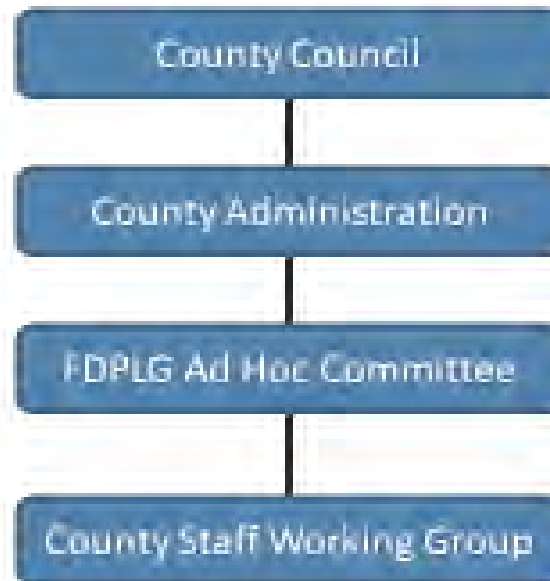
Thanks!

Regards,

Kim

Kim Stenson
Director
SC Emergency Management Division
803-737-8566 (desk)
803-413-4669 (cell)
kstenson@emd.sc.gov

SCEMD FDPL



Richland County Council Request for Action

Subject:

19-001MA
Michael A. Niermeier
RU to OI (33.16 Acres)
Lower Richland Boulevard
TMS # R12700-03-29

Notes:

First Reading: March 26, 2019
Second Reading:
Third Reading:
Public Hearing: March 26, 2019

STATE OF SOUTH CAROLINA
COUNTY COUNCIL OF RICHLAND COUNTY
ORDINANCE NO. ____-19HR

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 # R21700-03-29 FROM RURAL DISTRICT (RU) TO OFFICE AND INSTITUTIONAL DISTRICT (OI); 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 # R21700-03-29 from Rural District (RU) to Office and Institutional District (OI).

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 _____, 2019.

RICHLAND COUNTY COUNCIL

By: _____
Paul Livingston, Chair

Attest this _____ day of
_____, 2019

Michelle M. Onley
Deputy Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

Public Hearing: March 26, 2018
First Reading: March 26, 2018
Second Reading: April 2, 2019
Third Reading: April 16, 2019

Richland County Council Request for Action

Subject:

19-003MA
Anna Fonseca
OI to RS-HD (1.55 Acres)
Farrow Road & Plantation Drive
TMS # R17300-02-22

Notes:

First Reading: March 26, 2019
Second Reading:
Third Reading:
Public Hearing: March 26, 2019

STATE OF SOUTH CAROLINA
COUNTY COUNCIL OF RICHLAND COUNTY
ORDINANCE NO. ____-19HR

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 # R17300-02-22 FROM OFFICE AND INSTITUTIONAL DISTRICT (OI) TO RESIDENTIAL SINGLE-FAMILY HIGH DENSITY DISTRICT (RS-HD); AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

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

Section I. The Zoning Map of unincorporated Richland County is hereby amended to change the real property described as R17300-02-22 from Office and Institutional District (OI) to Residential Single-Family High Density District (RS-HD).

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

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

Section IV. Effective Date. This ordinance shall be effective from and after _____, 2019.

RICHLAND COUNTY COUNCIL

By: _____
Paul Livingston, Chair

Attest this _____ day of
_____, 2019

Michelle M. Onley
Deputy Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

Public Hearing: March 26, 2018
First Reading: March 26, 2018
Second Reading: April 2, 2019
Third Reading: April 16, 2019

Richland County Council Request for Action

Subject:

19-005MA
Ray L. Derrick
RU to NC (3.76 Acres)
1012 Bickley Road
R02415-02-01

Notes:

First Reading: March 26, 2019
Second Reading:
Third Reading:
Public Hearing: March 26, 2019

STATE OF SOUTH CAROLINA
COUNTY COUNCIL OF RICHLAND COUNTY
ORDINANCE NO. ____-19HR

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 # R02415-02-01 FROM RURAL DISTRICT (RU) TO NEIGHBORHOOD COMMERCIAL DISTRICT (NC); AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

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

Section I. The Zoning Map of unincorporated Richland County is hereby amended to change the real property described as TMS # R02415-02-01 from Rural District (RU) to Neighborhood Commercial District (NC).

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

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

Section IV. Effective Date. This ordinance shall be effective from and after _____, 2019.

RICHLAND COUNTY COUNCIL

By: _____
Paul Livingston, Chair

Attest this _____ day of
_____, 2019

Michelle M. Onley
Deputy Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

Public Hearing: March 26, 2018
First Reading: March 26, 2018
Second Reading: April 2, 2019
Third Reading: April 16, 2019

Richland County Council Request for Action

Subject:

19-007MA
Deborah Stratton
RU to NC (2 Acres)
2241 Clemson Road
TMS # R20281-01-24

Notes:

First Reading: March 26, 2019
Second Reading:
Third Reading:
Public Hearing: March 26, 2019

STATE OF SOUTH CAROLINA
COUNTY COUNCIL OF RICHLAND COUNTY
ORDINANCE NO. ____-19HR

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 # R20281-01-24 FROM RURAL DISTRICT (RU) TO NEIGHBORHOOD COMMERCIAL DISTRICT (NC); AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

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

Section I. The Zoning Map of unincorporated Richland County is hereby amended to change the real property described as TMS # R20281-01-24 from Rural District (RU) to Neighborhood Commercial District (NC).

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

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

Section IV. Effective Date. This ordinance shall be effective from and after _____, 2019.

RICHLAND COUNTY COUNCIL

By: _____
Paul Livingston, Chair

Attest this _____ day of
_____, 2019

Michelle M. Onley
Deputy Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

Public Hearing: March 26, 2018
First Reading: March 26, 2018
Second Reading: April 2, 2019
Third Reading: April 16, 2019

Richland County Council Request for Action

Subject:

Rural Zoning vs. Open Space Provision – Rural minimum lot size is 0.76 acre lots. Open space provision will allow high density lots with green space set aside. The uses for housing are similar but the capacity is different; therefore, there should be a zoning change from any current zoning to another defined use [N. JACKSON]

Notes:

March 26, 2019 – The Committee recommended Council table this item.



Development and Services Committee Meeting Briefing Document

Agenda Item

During its December 4, 2018 County Council meeting, Councilman Norman Jackson brought forth the following motion:

“Rural Zoning vs. Open Space Provision – Rural minimum lot size is 0.76 acre lots. Open space provision will allow high density lots with green space set aside. The uses for housing are similar but the capacity is different; therefore, there should be a zoning change from any current zoning to another defined use.”

Background

Section 26-186 (adopted 9-10-13; Ord. 045-13 HR), *Development with Open Space Design Standards*, of the Richland County Land Development Code (LDC) provides for optional standards that will preserve land for conservation by permitting variation in lot sizes. At a minimum, residential developments which set aside all constrained open space and a minimum of ten (10) percent unconstrained open space are eligible to vary from the minimum lot area requirements of the zoning district in which the development is located. In cases where the constrained open space area is at least twenty-five (25) percent, no unconstrained open space is required.

This provision of the LDC is only applicable to the RU, RR, RS-E, RS-LD, RS-MD, and RS-HD zoning districts. While the lot sizes and lot widths can be reduced from the required development standards of the respective zoning districts, the densities for each district are not increased due to the application of the *Development with Open Space Design Standards*.

The difference between Open Space and standard developments is found mainly in the size and location of the parcels. The reduction of the lot sizes and lot widths, coupled with the constrained/unconstrained areas, lends to development occurring in concentrated areas of the property. This concentration of lots can assume the appearance of a higher density development which is typically attributed to other zoning designations.

Issues

Any substantial changes to the current LDC could impact the ongoing Land Development Code rewrite.

Fiscal Impact

None.

Past Legislative Actions

Since the adoption of the 2005 Richland County Land Development Code, there have been three (3) versions of open space provisions which have provided lot dimensional flexibility for development in return for the reservation of land area:

- Parks and Open Space – adopted 11-09-04; Ord. 074-04HR
- Green Code – adopted 6-17-08; Ord. 035-08HR
- Development with Open Space Design Standards – adopted 09-10-13; Ord. 045-13HR

Alternatives

1. Consider the motion and require a zoning change in order to achieve lot size reduction.
2. Consider the motion and do not require any changes.
3. Consider the motion and require amendments to Section 26-186.

Staff Recommendation

Council discretion.

Submitted by: Ashley Powell, Interim Director, Divisions of Planning, Zoning and Conservation

Date: December 11, 2018

Attachments: See also Ord. 074-04HR Parks and Open Space; Ord. 035-08HR Green Code;
Ord. 045-13HR Development with Open Space Design Standards

ATTACHMENT A

Sec. 26-184. Parks and open space.

(a) *Purpose and applicability.*

- (1) *Purpose.* The common open space and park standards contained herein are established to provide an option for the reservation of open space in residential development in Richland County. Preservation of open space and parks in developing areas serves a variety of purposes, including meeting the recreational needs of residents, reducing stormwater runoff, and enhancing air quality.
- (2) *Applicability.* The parks and open space options contained in this section shall apply to minor and major residential land developments and to minor and major residential subdivisions.

(b) *General parks and open space requirements.*

- (1) *Minimum amount of park land or open space to be reserved.* Developers wishing to use the design flexibility standards of subsection (c) below, must reserve at least ten percent (10%) of the total project area as park land or open space. In addition, at least 50% of the reserved park areas or open space shall be usable, i.e. made accessible for pedestrian and/or aquatic use, or consists of land that could otherwise be developed and does not slope more than 33°.
- (2) *Acceptable land for park land or open space reservation.* Land reserved to meet the requirements of this section shall be subject to the following standards:
 - a. *Water features.* Bodies of water, such as ponds, lakes, streams, wetlands, and flood plains, may be used to fulfill the open space requirement.
 - b. *Land burdened with easements.* Land that is burdened with easements may be used, provided that the easements do not interfere with the use of the land for open space and recreation purposes and do not permit future development.
 - c. *Minimum required yards.* Minimum required yards may provide up to fifty percent (50%) of the required open space.
- (3) *Unacceptable land for park or open space reservation.* The following types of land are unacceptable for park or open space reservation:

- a. *Occupied land.* Land occupied by roads, drives, parking areas, or structures, other than those related to recreational structures or parks.
 - b. *Land with hazardous materials.* Land containing or contaminated by hazardous materials.
 - c. *Narrow areas.* Land with a minimum width of less than ten (10) feet, unless specifically approved by the planning department.
- (c) *Design flexibility for additional open space reservation.* It is the intent of this subsection to encourage variety and flexibility in design and development of residential areas and to provide a means of preserving larger areas of open space. This development design relaxes conventional zoning and/or subdivision standards to permit modifications in lot size and shape by concentrating single-family dwellings in specific areas of an overall tract, leaving more open space in which to preserve natural features, such as woodlands and streams, and in so doing, to provide for the active or passive use of such lands as recreational space for the residents of these developments. Depending on the zoning district in which the development is located, housing may be detached or attached if building code standards are met. This flexibility in design shall be available to any major residential development or major subdivision in which ten percent (10%) of the project area is reserved for open space. This flexibility shall take the form of reductions in the dimensional standards (lot area, minimum lot width, and setback) for the applicable zoning district. Reductions shall be as follows:
- (1) *Open space of more than ten percent (10%) but less than fifteen percent (15%).* If the total open space provided, in meeting the standards listed in (b)(2) and (b)(3) above, is more than ten percent (10%) and less than fifteen percent (15%) of the total project area, each dimensional requirement may be reduced ten percent (10%).
 - (2) *Open space of fifteen percent (15%) or more, but less than twenty percent (20%).* If the total open space provided, in meeting the standards listed in (b)(2) and (b)(3) above, is fifteen percent (15%) or more, but less than twenty percent (20%) of the total project area, each dimensional requirement may be reduced by fifteen percent (15%).
 - (3) *Open space of twenty percent (20%) or more, but less than twenty-five percent (25%).* If the total open space provided, meeting the standards listed in (b)(2) and (b)(3) above, is twenty percent (20%) or more, but less than twenty-five percent (25%) of the total project area, each dimensional requirement may be reduced by twenty percent (20%).
 - (4) *Open space of twenty-five percent (25%) or more.* If the total open space provided, meeting the standards listed in (b)(2) and (b)(3) above, is

twenty-five percent (25%) or more of the total project area, the zoning district dimensional requirements may be waived. The then newly established minimum lot size, lot coverage, and setback requirements must be approved by the planning staff and development review team.

- (d) *Maintenance.* Arrangements for the perpetual maintenance of open space that meet these requirements must be approved by the planning department. Any conveyance to a homeowner's association shall be subject to appropriately recorded and filed restrictive covenants and easements. The covenants and easements shall prohibit future development of the open space for other than open space and recreation purposes and shall provide for continued maintenance of the open space and recreation facilities. Failure to maintain the area designated for open space shall constitute a violation of this chapter.

ATTACHMENT B

Sec. 26-186. Green Code standards. (Ord. 035-08HR; 6-17-08)

- (a) *Purpose.* Green Code standards are intended to encourage the development of residential communities based upon the *Comprehensive Plan for Richland County*, and which are designed to:
- (1) Preserve and protect environmental resources, scenic vistas, and natural and cultivated landscapes; and
 - (2) Enhance land, water, air and tree resources by minimizing the area of land disturbance, reducing impervious surface, optimizing stream buffers, preserving tree cover and encouraging retention and protection of Conservation Areas; and
 - (3) Reduce infrastructure maintenance costs as a result of efficient community design; and
 - (4) Provide a Conservation Area and pedestrian linkages and wildlife corridors among residential communities and to encourage recreation opportunities; and
 - (5) Preserve significant historical and archeological features; and to preserve and protect contiguous undeveloped areas within the development.
- (b) *Applicability/Establishment.* The owner of property within an RU, RS-E, RS-LD, RS-MD, or RS-HD zoning district may apply the development standards found within this section, in lieu of the development standards set forth for the applicable zoning district, subject to meeting the requirements of this section.
- (c) *Application.* A property owner desiring to use the development standards of this section must first submit an application to the Planning department. The application shall be accompanied by an "Existing Features Site Analysis Plan" (see subsection (e), below), and a "Concept Plan" (see subsection (f), below). An application will not be accepted if the property has been clear-cut (i.e. marketable timber has been removed; provided, however, thinning of pine timber is permitted pursuant to a certified forest management plan, with such plan addressing reforestation) within the past twenty-four (24) months. In addition, property must utilize a public sanitary sewer, unless the owner obtains prior approval from DHEC to utilize a well and septic tank system.
- (d) *Approval by the County's Soil and Water Department.* A Conservation Area that delineates the land that is to be set aside for conservation purposes must be certified and accepted by the Richland County Soil and Water department. The Planning department shall submit this information to the Soil and Water department for review.

(e) *Existing Features Site Analysis Plan.* At time of development, and prior to preparing the Concept Plan, an Existing Features Site Analysis Plan, sealed by a registered engineer or landscape architect, shall be prepared and submitted by the applicant or developer.

(1) The purposes of the Existing Features Site Analysis Plan are to:

- a. Delineate areas that have been identified as worthy of permanent protection as a Conservation Area because of their environmental values.
- b. Set forth the particulars of the site, including boundary, topographic data (minimum 2 foot contour intervals), existing structures and utility easements. County topographical data, current GIS data other published data will be acceptable.
- c. Provide the starting point for design of the conservation subdivision with built areas being designed as separate from the areas delineated as worthy of permanent protection.

(2) The Existing Features Site Analysis Plan shall include, at a minimum, the following information:

- a. Perennial and intermittent streams, wetlands, and FEMA designated 100-Year Flood Hazard Zones. The source of this information shall also be indicated. USACE approved delineation is not required. Delineation of stream buffers along intermittent streams and perennial streams. The required buffers are:

For an Intermittent stream – a 25 foot buffer on each side, and

For a Perennial stream – a 50 foot buffer on each side.

For a delineated wetland area – a 50 ft buffer.

- b. Identification of tree lines, native woodlands, open fields or meadows, peaks or rock outcroppings, and prime agricultural land.
- c. Delineation of tree resource areas by type, such as hardwoods, pines or mixed; and old or new growth, as determined by existing and published data.
- d. Delineation of steep slope areas (25% or greater). The plan shall provide for protective vegetative cover on slopes greater than forty percent (40%).

- e. Identification of historical, archeological or other significant features.
 - f. Identification of the Conservation Area, Open Space, or common areas contiguous to the project.
 - g. Identification of protected plant species as listed by the South Carolina Department of Natural Resources, to be certified by a registered landscape architect, forester, arborist, biologist, botanist or horticulturist.
 - h. The plan also shall include a notarized statement by the landowner that marketable timber has not been removed (provided, however, thinning of pine timber is permitted pursuant to a certified forest management plan, with such plan addressing reforestation) within the past twenty-four (24) months within stream and/or wetland buffer areas in the previous twenty-four (24) months prior to the approval of a Concept Plan.
- (f) *Concept Plan.* At time of development application, a Concept Plan shall be submitted by the developer for review and approval in accordance with the requirements and procedures of this chapter. A Concept Plan shall consist of either a site plan or a sketch plan, including the following information:
- (1) Delineation and specifications of a Conservation Area, including calculations, and any "Neighborhood Greens," play areas, or trail system to be constructed.
 - (2) A typical detail on the plan indicating minimum lot width, building setback lines, off-street parking, street trees, sidewalks, and street pavement and right-of-way width.
 - (3) Minimum Lot width area and percent of floodplain specifications in tabular form; and density calculations (gross and net).
- (g) *Conservation Area Requirements.* In order to use the development standards of this section, the Conservation Area shall meet the following requirements:
- (1) *Delineation.* Priority shall be given in delineating Conservation Areas as those areas of significance identified in the Existing Features Site Analysis Plan, around which the built areas are designed.
 - (2) *Undeveloped and Natural.* The Conservation Area shall remain undeveloped and natural except for the provision of non-motorized passive recreation opportunities, such as running, walking, biking, and similar outdoor activities. Trail construction and maintenance activities

shall be allowed, including trail markers and routine mowing. For trail systems, boardwalks are allowed. Trail wetland and stream bank mitigation projects are also permitted. Natural vegetation shall not be disturbed, except for utility crossings within the required buffers.

- a. "Primary Conservation Areas" are required to be included in the Conservation Area. These areas shall be covered by a provision for permanent protection and shall include 100-Year floodplains, stream buffer zones, and slopes greater than forty percent (40%) consisting of a contiguous area of at least 5,000 square feet, wetlands, endangered or threatened species or their habitat, archeological sites, cemeteries or burial grounds.
 - b. "Secondary Conservation Areas" are features that are acceptable and desirable for Conservation Area designation, and may be covered by the provisions for permanent protection. These include important historic sites, existing healthy, native forests of at least one (1) contiguous acre, scenic view sheds, peaks and rock outcroppings, prime agriculture lands consisting of at least five (5) contiguous acres, and existing trails that connect the tract to neighboring areas. Also considered Secondary Conservation Areas are "Neighborhood Greens" and storm water management facilities and practices, and these may be constructed and maintained in the Conservation Area. However, "Neighborhood Greens" shall not exceed twenty percent (20%) of the total required Conservation Area.
 - c. Proposed Permanent Lakes that will be used for wet detention shall be credited at fifty percent (50%) of the land area.
 - d. Existing lakes that are used for stormwater detention shall be credited at one hundred percent (100%), and no more than fifty percent (50%) of land area located within a proposed permanent wet stormwater basin may be credited.
- (3) *Exclusions.* The following features are excluded from the minimum amount of Conservation Area that must be set aside:
- a. Residential yards.
 - b. Impervious surfaces in recreation areas shall not be credited.
 - c. Land area within power, gas pipeline easements, sewer line easements or pump stations shall not be credited unless these easements contain sensitive areas and are approved for common use areas.

- d. Land area devoted to public or private streets or any land that has been, or is to be, conveyed to a public agency for such use as parks, schools, or other public facilities, shall not be credited.
 - e. Dry stormwater detention basins shall not be credited.
- (4) *Ownership of Conservation Areas.* Prior to any building permits being issued for the subdivision, the Conservation Area that is delineated on the Final Plat shall be permanently protected by either one or both of the following options:
- a. Option 1. *Conveyance to Qualified Organizations or Entities.* Except for “Neighborhood Greens,” developed recreation areas or Secondary Conservation Areas not desired for permanent protection, the Conservation Area shall be permanently protected by the: 1) recording of a covenant or conveyance of an easement which runs in perpetuity under South Carolina law in favor of any corporation, trust, or other organization holding land for the use of the public or certain governmental entities; or 2) conveyance of a conservation easement running in perpetuity to a third party “qualified organization” recognized by Federal Treasury Regulation Section 1.170A-14(c)(1). Qualified organizations recognized by this Treasury Regulation include, but may not be limited to, governmental entities, local and national land trusts, or other conservation groups that are organized or operated primarily or substantially for one of the conservation purposes specified in the Internal Revenue Code. Governmental entities that qualify to be named in covenants or to receive conservation easements under the Treasury Regulation referred to above for purposes of this section shall include the Federal government, the State of South Carolina, Richland County, or authorities of the State of South Carolina or Richland County. If a covenant is recorded or an easement conveyed in favor of a governmental entity, formal acceptance by the governmental entity or qualified conservation organization shall be obtained prior to the recording of the covenant or conveyance of the easement. The developer shall record the necessary legal instrument to accomplish protection of the Conservation Area prior to, or concurrent with, the recording of the Final Plat. Both the deed and the Final Plat shall contain, at a minimum, the following covenant:

“The Conservation Area conveyed by deed and shown on the Final Plat shall remain permanently protected and shall not be disturbed or cleared except to clean up storm damage, or to create or maintain hiking trails, and shall have the following goals: 1)

protection of streams, floodplains and wetlands; 2) protection of steep slopes; 3) protection of woodlands, open fields and meadows; 4) protection of historical and archeological features; 5) protection of significant wildlife habitats; 6) protection of scenic vistas; and 7) passive recreation and connectivity with nearby open spaces. The following uses may be allowed: passive recreational amenities, such as pervious-surface paths and minimal parking spaces; picnic and restroom facilities (constructed facilities shall not exceed fifteen percent (15%) of the Conservation Area). This covenant is intended to benefit said area to the public and the use of same to the subdivision lot owners and residents, and it shall run in perpetuity.”

- b. Option 2. *Conveyance to the Property Owners' Association.* A deed conveying ownership of the Conservation Area in fee-simple to a property owner's association shall be recorded and delivered prior to, or concurrent with, the recording of the Final Plat for the first phase of the subdivision. The legal instrument shall contain, at a minimum, the same language required to be placed on a deed as stated in Option 1 of this Section.

The property owner's association bylaws or covenants, at a minimum, shall contain the following provisions:

1. Governance of the association.
 2. Lien rights to the association for maintenance expenses and tax obligations.
 3. Responsibility for maintenance of the open space, including, if applicable, low impact development stormwater management mechanisms.
 4. Responsibility for insurance and taxes.
 5. Automatic compulsory membership of all lot purchasers and their successors; and compulsory assessments.
- f. Conditions and timing of transferring control of the association from the developer to the lot owners.

The property owner's association, or other entity approved in advance by the Planning department, shall be responsible for the continuous maintenance and/or preservation of buffers, Conservation Area, trails and recreation areas.

- (h) *Development Requirements.* Subdivisions shall meet the following requirements:
- (1) Minimum Subdivision Size: 10 contiguous acres.
 - (2) Lot Area: No minimum.
 - (3) Minimum Yard Areas (Setbacks):
 - a. Front: 20 feet; provided, however, the front yard setback may be reduced to 5 feet if dwellings are provided side or rear entry garages.
 - b. Rear: 20 feet.
 - c. Side: 5 feet.
 - d. Corner lots secondary side $\frac{1}{2}$ front or 10 feet
 - e. For alley loaded developments:
 - Front: 10 feet
 - Rear: 15 feet
 - Side: 3 feet, 6 feet combined
 - Corner lots secondary side 10 feet
 - f. For a zero "lot line" development:
 - Front: 15 feet
 - Rear: 15 feet
 - Side: 0 feet, 6 feet combined
 - Corner lots secondary side $7 \frac{1}{2}$ feet
 - (4) Street Frontage Buffer along existing roads: Twenty-five (25) feet in width (not part of any building lot). The street frontage buffer shall remain undisturbed and natural, except for entrance features, necessary street construction activities, right-of-way crossings, public utility easements, and corner right-of-way miters or radii. If the required street frontage buffer is void of vegetation, it shall be planted in accordance to landscape buffer type "A" to provide an effective visual screen, which may include landscaped berms and decorative fences. The street frontage buffer may be counted towards Conservation Area calculations.
 - (5) Maximum Height: Three (3) stories above ground level. (For the purpose of this subparagraph, "ground level" shall mean: the average finished ground elevation at the base of a structure to the highest point of the roof of the structure; provided that spires, belfries, cupolas, chimneys, antennas, water tanks, ventilators, elevator housing, mechanical equipment, or other such structures that are placed above roof level and

are not intended for human occupancy, shall not be subject to height limitations).

- (6) Yards: All disturbed areas on dwelling lots shall be stabilized with sod, or landscaped with mulch and native plants for landscaping and stabilization of the entire lot.
- (7) Street trees shall be provided along all roads at intervals of twenty-five (25) feet and shall be 2½ inch caliper/10 feet in height at time of planting.
- (8) Proposed utilities shall be located underground.
- (9) Community streets shall be as follows:
 - a. Main Roads – twenty-four (24) feet pavement width with 1.5 feet minimum rolled curb.
 - b. Park Roads – seventeen (17) feet pavement width with 1.5 feet minimum rolled curb. On cul-de-sac bulbs, the inside curb shall be one (1) foot ribbon curb.
 - c. Street Lighting - if street lighting is proposed, a pedestrian scale shall be utilized (maximum 12 feet in height).
 - d. All streets shall conform to Richland County standards for pavement section, horizontal and vertical curvature. All streets in the community will have sidewalks on at least one side.
 - e. Sidewalks shall provide access to community trail systems. All sidewalks shall be a minimum of five (5) feet wide and meet ADA standards. Sidewalks shall be setback five (5) feet from the curb, providing a grass or landscaped buffer between the sidewalk and roadway.
- (10) Storm water management. Where possible, detention shall be accomplished in wet ponds. In addition, low impact development (LID) options shall be utilized when feasible throughout the community. However, in either case, storm water controls shall meet Richland County's standards. LID stormwater mechanisms, such as grassy cul-de-sacs and neighborhood greens shall be owned and maintained by the Home Owners' Association.
- (11) Pervious material may be used for sidewalks and driveways. The maximum impervious surface allowed is fifty percent (50%) of the developed area.

(12) Certification shall be issued by the Richland County Council for the completion of development that meets the within Green code standards, which enhances the environment, improves our quality of life, and prioritizes Green Development.

(i) *Density.* The residential gross density in each zoning district is established in other sections of this Code; provided, however, bonus density shall be granted based on meeting open space conservation targets as follows:

- 30% required minimum open space – 10% bonus density
- 40% open space provided – 20% bonus density
- 50% open space provided – 30% bonus density

Density bonus can be applied on a pro-rata basis for open space amounts falling between the benchmarks.

(j) *Appeals.* The Board of Zoning Appeals, consistent with section 26-58, shall hear appeals of decisions of the Planning Department pertaining to this section (26-186).

Secs. 26-187 – 26-200. Reserved.

ATTACHMENT C

(g) *Open space design standards.* (Ord. 045-13HR; 9-10-13)

(1) To use these standards, one of the following alternatives must be utilized, as appropriate for the applicable zoning district:

a. To utilize the density-based zoning and flexibility in lot size, in all allowable zoning districts per subsection (b), above, all constrained open space on a site must be set aside, plus a minimum of ten percent (10%) unconstrained open space, for a total actual acreage set aside of fifteen percent (15%). Open space set asides between fifteen percent (15%) and twenty-five percent (25%) are based on a 1:1 ratio open space area to actual area. Open space credits, as determined by the “Unconstrained Open Space Credit Calculations” table in Section 26-186 (h) (1) b. 2., cannot be utilized to meet the open space requirements under this alternative.

If the constrained open space meets the twenty-five percent (25%) minimum, then no additional unconstrained open space is required.

b. To utilize a density bonus over the base density, allowable only in RU, RR, RS-E and RS-LD, a minimum of twenty-five percent (25%) open space credits are required, which includes a minimum of ten percent (10%) unconstrained open space credits, calculated using the “Unconstrained Open Space Credit Calculations” table below. Constrained open space areas are based on a 1:1 ratio of open space area to actual acreage.

1. A five percent (5%) density bonus is awarded for twenty-five percent (25%) open space credits, under this alternative. Then, one percent (1%) density bonus for every additional one percent (1%) of open space credits, up to a maximum density bonus of twenty percent (20%) for RU, RR and RS-E and fifteen percent (15%) for RS-LD zoning districts.

2. Open Space will be credited based upon the following:

i. Constrained open space shall be credited at one hundred percent (100%) of the land area.

ii. Restored open space shall be credited at two hundred percent (200%) of the land area; except where exceptions apply per subsection (f)(3), above.

iii. Recreational open space shall be credited at fifty percent (50%) of the land area.

- iv. Unconstrained open space shall be credited based on the following table titled “Unconstrained Open Space Credit Calculations”.

“Unconstrained Open Space Credit Calculations”

| Unconstrained Open Space Category | Credit Calculation with Multiplier |
|--|---|
| Natural Resource Factors | |
| Water Quality Buffer Extension (1) | Total Additional Buffer Area* 1.75 |
| Water Quality Buffer Extension (303d listed water) (1) | Total Additional Buffer Area* 2.0 |
| Upstream Headwater Protection (2) | Total Headwater Area* 2.0 |
| Steep Slopes – Erosive Soils | |
| (Average $\geq 15\% \leq 20\%$) | |
| B Hydrologic Group | Total Steep Slope Area* 1.25 |
| C Hydrologic Group | Total Steep Slope Area* 1.5 |
| (Average $\geq 21\% \leq 25\%$) | |
| B Hydrologic Group | Total Steep Slope Area* 1.75 |
| C Hydrologic Group | Total Steep Slope Area* 2.0 |
| Native, Mixed Forests (0.5 acre minimum) (3) | |
| Clear Cut within last 2 years (Unmanaged) | Total Forest Area* 0.5 |
| Clear Cut within last 2 years (Managed) | Total Forest Area* 0.75 |
| Clear Cut within 2 to 10 years (Unmanaged) | Total Forest Area* 0.75 |
| Clear Cut within 2 to 10 years (Managed) | Total Forest Area* 1.0 |
| Clear Cut within 10 to 20 years (Unmanaged) | Total Forest Area* 1.25 |
| Clear Cut within 10 to 20 years (Managed) | Total Forest Area* 1.5 |
| Forest older than 20 years (Unmanaged) | Total Forest Area* 1.75 |
| Forest older than 20 years (Managed) | Total Forest Area* 2.0 |
| Pine, Monoculture Forests (0.5 acre minimum) | |
| Clear Cut within last 2 to 10 years (Unmanaged) | Total Forest Area* 0.5 |
| Clear Cut within last 2 to 10 years (Managed) | Total Forest Area* 0.75 |
| Clear Cut within last 10 to 20 years (Unmanaged) | Total Forest Area* 1.0 |
| Clear Cut within last 10 to 20 years (Managed) | Total Forest Area* 1.25 |
| Forest older than 20 years (Unmanaged) | Total Forest Area* 1.75 |
| Forest older than 20 years (Managed) | Total Forest Area* 2.0 |
| Protective Area of Groupings of Grand Trees (4) | Area* Percentage of All Grand Trees Protected* 1.75 |
| Prime Agricultural Soils (0.5 acre minimum) | Total Prime Agricultural Soil Area* 1.5 |
| Important Historic Sites/Structures not considered constrained | Total Historic Site Area* 1.5 |
| Scenic Viewsheds (5) | Total Parcel Viewshed Area Protected* 1.0 |
| Rock Outcrops | Total Rock Outcrop Area* 1.0 |

| | |
|---|------------------------------|
| Pasture or Meadow (Unmanaged) | Total Area* 0.75 |
| Pasture or Meadow (Managed) | Total Area* 1.25 |
| Engineered Factors | |
| LID Practice (6) | |
| Green/Permeable Pavement (only in open space) | LID Practice Area* 1.5 |
| Infiltration Bio-retention | LID Practice Area* 2.0 |
| Neighborhood Greens | Neighborhood Green Area* 1.0 |
| Trails | Trail Area* 1.25 |
| Wet Stormwater Detention Ponds serving as an amenity (Managed) | Total Area* 0.5 |
| Notes: | |
| (1) Not to exceed a total width of 300 feet, including the Constrained Water Quality Buffer. Must be within the stream watershed area. | |
| (2) Drainage area upstream of the jurisdictional line | |
| (3) Clear cut date based on best available data and estimated age of trees. To determine whether a forest, meadow, or pasture is managed, the applicant must provide proof to the Planning Department consistent with the Richland County Open Space Management Manual. | |
| (4) Cluster area = critical root zone; percent of all grand trees on the site. | |
| (5) Viewshed area = area on the parcel where the view is visible. | |

- (2) Unconstrained open space areas may only be credited once per the calculations in this section. When an unconstrained open space area qualifies in two categories, it shall be credited as follows:
 - a. Where both categories have a factor of 1.0 or greater, the greater credit shall be applied.
 - b. If one of the two categories has a factor of less than 1.0, the lesser credit shall be applied.
- (3) The following activities or land uses may not be counted as a part of designated open space:
 - a. Existing rights-of-way and utility easements
 - b. Setbacks and lawns
 - c. Dry stormwater detention ponds

(h) *Open Space Management.* (Ord. 045-13HR; 9-10-13)

- (1) *Open Space Areas.* To maintain, enhance and sustain the environmental, conservation, wildlife, recreational, historic, public and community values and benefits of open space areas, property owners or his/her authorized agents using the provisions of this Section must develop an Open Space Management Plan. The Plan shall include guidance on how to best manage

open space areas in their current condition, increase conservation values through enhancement of existing conditions or establish processes to modify open spaces to other intended open space functions and resultant conservation values and benefits. The plan shall incorporate approved and current best management practices (BMPs) for all constrained and unconstrained open space areas as set forth in the Richland County Open Space Management Manual.

The Open Space Management Plan must be approved by the Planning Department prior to approval of the Final Plat.

- a. *Open Space Area Management and Maintenance.* Management of the open space area includes specific limitations on alteration of the natural conditions. The following practices and activities are restricted within open space areas, except with prior approval by the Planning Department:
 1. Clearing or grubbing of existing vegetation,
 2. Clear cutting of vegetation,
 3. Soil disturbance by grading, stripping, or other practices,
 4. Filling or dumping,
 5. Use, storage, or application of pesticides, herbicides, and fertilizers,
 6. Conversion of vegetation from native to exotic species, and
 7. Motor vehicles are not permitted in open space areas unless during the installation of certain permitted utilities.
- b. The following structures, practices, and activities are permitted in open space areas, subject to prior approval from the County, and when specific design or maintenance features are adhered to:
 1. All activities within water quality buffers located within open space areas shall be consistent with Section 26-187.
 2. Pedestrian crossings, public or neighborhood bicycle or pedestrian access, passive recreational amenities, such as pervious-surface paths and minimum green infrastructure parking spaces, stream bank stabilization efforts and LID stormwater control practices.

3. Utilities are allowed; however, utility easements shall not qualify as open space areas.
- (2) *Open Space Area Plat Requirements.* All preliminary, bonded and final plats prepared for recording and all right-of way-plats (submitted under this Section) shall clearly:
- a. Delineate and label all open space areas,
 - b. Provide a note to state: “There shall be no clearing, grading, disturbance or construction or construction runoff impacts to the open space areas except as allowed by the Public Works Department”,
 - c. Provide a note to state: “All open space areas shown on the plat are subject to perpetual conservation easements which are contained in land records or covenants pertaining to the development”,
 - d. Provide a note indicating ownership of the open space areas by the property owners association, and
 - e. Show the location of all permanent open space boundary marker signs.
 - f. All water quality buffer access easements shall be consistent with Section 26-187.
- (3) *Open Space Area Protection Requirements during Construction.* The following steps shall be taken during the site plan development and site construction process to protect existing open space areas:
- a. Open space areas must be clearly identified on all plan submittals and construction drawings and marked with the statement “Open Space Area. Do Not Disturb or Encroach”.
 - b. Open space areas cannot be encroached upon or disturbed at any time, unless in accordance with Section 26-187 (c), Section 26-187 (k) or without approval from the County.
 - c. Open space areas must be clearly marked with a warning barrier prior to any construction activities. The marking(s) shall be maintained until completion of all construction activities. All contractors and others working on the construction site must be made aware of the existence of the open space areas and the restrictions on disturbing these areas.

- d. All open space areas must be left in the existing condition upon completion of construction activities. Should any activities during construction, including encroachment, cause damage or degradation to any of the open space areas, these areas must be restored based upon pre-existing conditions or to conditions acceptable through a Richland County-approved restoration plan.
 - e. If any trees are allowed to be removed, the tree location shall be shown and a note shall be provided stating that the tree must be hand cleared.
 - f. Where stormwater is concentrated into open space areas, best management practices must be placed to protect it, as approved by the County.
 - g. The open space areas shall be shown and labeled on the engineering plans, preliminary, bonded and final plat.
- (4) *Open Space Area Protection Requirements after Construction.* Open space areas must be protected in perpetuity by either of the following options and be in compliance with the Open Space Management Plan:
- a. Option 1. *Previous Granting to Qualified Organization or Entity.* Any proposed open space area found in this section and having previously been granted in a conservation easement running in perpetuity to a third party “qualified organization” recognized by Federal Treasury Regulation Section 1.170A-14(c)(1), or successor provision, may qualify as open space area under this section with certain exceptions. The owner must submit a copy of the recorded easement, baseline assessment and annual monitoring inspections for the previous three years to the Planning Department for review. Based on a review of the information, the Department will determine if the proposed open space areas and permitted uses protected in the easement qualify under this section.

Potential exceptions include, but are not limited to, active timberlands or areas of the easement on which the conservation values have been damaged by poor cutting and harvesting practices (conflicting with current BMP's), encroachment by development, illegal dumping, above or below-ground utility easements, runoff and erosion, fires, storms, insect infestation or other damaging activity which has or continues to diminish the conservation value of the open space area. Failure of the monitoring organization to adequately enforce the provisions of the conservation easement shall be grounds for refusing to accept such easement into the program.

The Property Owner or Property Owners' Association (POA) shall be responsible for the continuous and perpetual protection, management, maintenance and annual monitoring of all open space areas.

- b. *Option 2. Easement Granted to Richland County.* Any proposed open space area found in this section may be granted in a conservation easement running in perpetuity to the Richland County Conservation Commission at the time of application for an Open Space development. The purpose of the granting to the Richland County Conservation Commission is to ensure the protection and proper management of the open space areas and has no impact or bearing on the acceptance of any open space areas or approval under this section by Richland County.

The property owner or POA (once deeded) agrees to pay a one-time stewardship fee, to be established by the Richland Conservation Commission, to cover the cost of annual monitoring, compliance and enforcement of the conservation easement.

The property owner or POA assumes the responsibility for the continuous and perpetual protection, management, and maintenance of all open space areas consistent with the guidance contained in the Richland County Open Space Management Manual.

- c. *Option 3. Conveyance to the Property Owners' Association.* If not utilizing Option 1 or 2 of this subsection, the property owner shall convey ownership in a deed all open space areas in fee-simple to the POA which shall be recorded and delivered prior to, or concurrent with, the recording of the Bonded Plat for the first phase of the subdivision. To meet the purposes of this section, the deed and covenants of the POA shall contain the following language:

“The conservation values and benefits of the areas conveyed by deed and shown on the Final Plat shall remain permanently protected and shall not be disturbed, or modified without prior approval from the Planning Department. The open space areas identified in this covenant are intended for public benefit, but for association members use, and it shall run in perpetuity.”

The POA may establish criteria for public use of open space areas protected under this section. The POA assumes the responsibility for the continuous and perpetual protection, management, maintenance and annual monitoring of all open space areas consistent with the guidance contained in the Richland County Open

Space Management Manual.

- d. Option 4. *Retention by the Property Owner.* If not utilizing the Options above in this subsection, the property owner shall retain ownership of all open space areas, which shall be recorded and delivered prior to, or concurrent with, the recording of the Bonded Plat for the first phase of the subdivision. To meet the purposes of this section, the deed shall contain the following language:

“The conservation values and benefits of the areas covered base by deed and shown on the Final Plat shall remain permanently protected and shall not be disturbed, or modified without prior approval from the Planning Department. The open space areas identified in this covenant are intended for public benefit, but for residents use, and it shall run in perpetuity.”

The property owner may establish criteria for public use of open space areas protected under this section. The property owner assumes the responsibility for the continuous and perpetual protection, management, maintenance and annual monitoring of all open space areas consistent with the guidance contained in the Richland County Open Space Management Manual.

- e. Regardless of which option above is utilized, conservation easements and/or open space areas are the property of the property owner or POA. If a POA is established to manage open space areas, the following criteria are recommended:
1. Membership in the POA is mandatory and automatic for all property owners for the subdivision and their successors;
 2. The POA shall have lien authority to ensure the collection of dues from all members; and
 3. The POA is responsible for informing each property owner at the time of closing of the location of the open space areas and the requirement not to disturb or encroach upon these areas.
- f. Richland County retains an independent right of entry and enforcement under such conservation easements independent of the property owner or POA and such right of enforcement shall be included in all conservation easements granted under this section and contained in the covenants for the subdivision.

(5) *Open Space Baseline Surveys and Annual Monitoring.* To quantify the pre-construction condition and conservation values of the open space areas, the developer shall:

- a. Conduct a baseline survey by the applicant prior to any earth-moving, tree clearing, infrastructure installation or home construction. The baseline survey shall photo-document the condition of the open space areas prior to the above activities. Photos must be of adequate quality, number and distribution to adequately document all open space areas. Each photograph should be geocoded to indicate both the location and bearing of the photograph and each digital photographic file must be submitted electronically in a high-resolution digital format.
- b. Annual monitoring shall be conducted by the developer, POA or qualified entity and document the existing condition of the protected open space area. The annual monitoring shall photo-document the condition of the open space areas. Photos must be taken at the same location and bearing as the original baseline survey. Each photograph should be geocoded to indicate both the location and bearing of the photograph and each digital photographic file must be submitted electronically in a high-resolution digital format.

As an alternative, the POA can retain the services of a qualified entity (which could include Richland County) to perform the annual monitoring survey.

The annual monitoring should document any violations or changes that have taken place since the last monitoring report, such as:

1. Homeowner or POA encroachment,
2. Removal of sand, gravel, loam, rock, etc,
3. Trash accumulation, dumping, organic debris,
4. Alteration of the open space,
5. Storm damage, erosion, etc,
6. Construction of roads, parking lots, utility lines, trails,
7. Removal or planting of trees or other vegetation,

8. Invasion of non-native species, and/or
 9. Current use of adjacent properties and whether there are any problems with encroachment and/or trespassing.
 - c. All baseline surveys and annual monitoring documents shall be submitted to the Planning Department.
- (6) *Signage.* For subdivisions, final permanent open space area boundary marker signs are to designate open space areas prior to bonding of the subdivision and/or finalizing the subdivision with the intent to transfer property. Permanent boundary markers are required to ensure that property owners are aware of the buffer. The Planning Department has the authority to require the POA to replace boundary markers that have been removed or destroyed.

The following requirements shall apply to buffer boundary markers:

- a. Open space area boundary markers shall be located in such a manner as to accurately delineate the boundary. For commercial developments, markers shall be posted every one hundred (100) feet along the buffer boundary. For subdivisions where multiple lots are located along the boundary, a boundary marker must be located at the intersection of every other lot line and the boundary. The developer or POA may petition the Planning Department for a lesser marker density as long as the markers are adequate to clearly mark the boundary.
- b. Open space area boundary markers shall include the statement "Open Space Area – Do Not Disturb or Encroach".
- c. The markers should be mounted to a treated wood or metal signpost or on a non-grand tree, if not encroaching on the open space, between four (4) and six (6) feet above the ground surface. The post must extend below the ground surface at least twenty four (24) inches.
- d. The boundary markers must be at least eight by twelve inches (8"x12") and have a white or yellow background with dark lettering.
- e. When water quality buffers are contained within an open space area, the Public Works Department may forgo boundary markers for the water quality buffer. This decision is at the discretion of the Public Works Director.
- f. In dark lettering, include a number for Ombudsman to call for encroachment or issues.

- (7) *Open Space Area Restoration and Enhancement Plans.* Prior to reestablishing or planting the open space area, a restoration or enhancement plan must be submitted to and approved by the Planning Department. Buffer restoration and/or enhancement plans must include the following:
- a. A drawing or plan that shows the location of the open space area in relation to the existing or planned development; the disturbance limits for the planned buffer restoration; direction of flow of runoff from the area; erosion prevention and sediment control measures to be installed to protect the open space area; access to a water source for the purposes of irrigating vegetation; and other pertinent information. For large scale restoration and enhancement projects the plan(s) must be stamped by a registered landscape architect or engineer.
 - b. A visual plan and a narrative describing the vegetation plan to restore or enhance the open space area: the area must be planted with native trees, grasses and shrubs. Suitable native plants can be chosen from plant species recommended and approved by the Planning Department.
 - c. The schedule for when plantings will occur and a two (2) year survival guarantee provided by the responsible party.
- (8) *Penalty for noncompliance.* In the event that the party responsible for maintenance of the open space fails to maintain all or any portion of such area as enumerated, upon ninety (90) days' notice served to the owner, Richland County may assume responsibility for the maintenance and may enter the premises and take corrective action, including the provision of extended maintenance. The costs of said corrective action and maintenance by Richland County may be charged to the owner or property owners' association.

(i) *Development Requirements.* Subdivisions shall meet the following requirements: (Ord. 045-13HR; 9-10-13)

- (1) Minimum Subdivision Size: Two (2) contiguous acres.
- (2) The following densities will apply to the application of these standards, based on the applicable property zoning:
 - a. RU = 1.32
 - b. RR = 1.32
 - c. RS-E = 2.20

- d. RS-LD = 3.63
- e. RS-MD = 5.12
- f. RS-HD = 8.7

- (3) The total number of units allowed shall be determined by using the density of the zoning district and the following formula:

$$T = D * A * B$$

Where:

T = total units (dwelling units)

D = density (dwelling units/gross acre)

A = total site area (acres)

B = density bonus per Section 26-186(g) (percent)

- (4) Lot Size: No minimum.
- (5) Lot Width: No minimum.
- (6) Minimum Yard Areas (Setbacks):

- a. Front:

For front loaded – 20 feet to garage, where the front porch can extend into setback no more than 10 feet.

For Side or Rear loaded – 10 feet, inclusive of front porch.

For secondary front – half (0.5) the front or 10 feet on the road intersecting the local residential road.

- b. Rear: 20 feet for front loaded lots (or 5 feet from rear garage on alley).
- c. Side: 5 feet.
- d. For a zero “lot line” parallel development:

No side setbacks; front and rear setbacks are as stated in paragraphs (6) a. and (6) b., above.

- (7) Buffer Transition Yards: A twenty five foot (25’) minimum, vegetated buffer transition yard is required along any lot line that abuts an existing

residential use. Properties with a residential plan approved by the Planning Department are considered to have an existing residential use. Provided, however, this requirement does not apply when continuity exists by way of all of the following: the streets provide connectivity between developments, the developer is the same, and the parcels within the development are similar in lot size.

- a. *Location:* As set forth in Sections 26-176(f)(2)(a) and (b). Residential yards (front, side or rear) shall not apply towards buffer transition yards.
 - b. *Buffer yard credits:* All existing healthy, mature trees retained in buffer areas, can be credited toward meeting the buffer yard requirements, upon determination that adequate screening is provided. This may require a field visit and determination by the Planning Department.
 - c. *Buffer yard reductions:* Reductions of the minimum transition buffer yard widths are not permitted.
 - d. *Buffer material specifications:* As set forth in Section 26-176(f)(7).
- (8) **Maximum Height:** Three (3) stories above ground level. (For the purpose of this subparagraph, “ground level” shall mean: the average finished ground elevation at the base of a structure to the highest point of the roof of the structure; provided that spires, belfries, cupolas, chimneys, antennas, water tanks, ventilators, elevator housing, mechanical equipment, or other such structures that are placed above roof level and are not intended for human occupancy, shall not be subject to height limitations).
 - (9) **Street trees** shall be provided along all roads at intervals of thirty-five (35) feet and shall be 2½ inch caliper/10 feet in height at time of planting.
 - (10) **Proposed utilities** shall be located underground.
 - (11) **Roads** shall follow the provisions of Section 26-181.
 - (12) **Street Lighting** - if street lighting is proposed, a pedestrian scale shall be utilized (maximum 12 feet in height).
 - (13) **Stormwater Controls:** Low Impact Development (LID) techniques are the preferred stormwater Best Management Practice (BMPs) within open space developments. In order to use LID as open space credit, the applicant must assess the feasibility of LID practices as the exclusive stormwater BMPs or the use of LID techniques as part of an integrated stormwater management system incorporating traditional stormwater BMPs unless shown to not

meet Richland County's stormwater standards, or pertinent State or Federal statutes or regulations. The applicant must submit data and design standards detailing the engineering and technical specifications on the use of LID techniques. Such data and design include:

- a. An assessment of the existing pre and post development runoff and the feasibility of the existing onsite soils, or engineered soils, to handle LID techniques.
- b. Stormwater controls shall meet Richland County's standards.
- c. All stormwater systems, including LID, should be owned and maintained by the POA.

Sec. 26-187. Water Quality Buffer Requirements.
(Ord. 006-10HR; 1-19-10)

- (a) *Purpose and applicability.* It is the intent of the Public Works Department to establish minimal acceptable requirements for the design of buffers to protect the streams, wetlands and floodplains of the County of Richland; to protect the water quality of watercourses, reservoirs, lakes, and other significant water resources; to protect riparian and aquatic ecosystems; and to provide for the environmentally sound use of the county's land resources. (Ord. 006-10HR; 1-19-10)
- (1) *Purpose.* A water quality buffer is an area of original or re-established vegetation that borders streams, rivers, ponds, lakes, wetlands, and seeps. Buffers are most effective when stormwater runoff is flowing into and through the buffer zone as shallow sheet flow, rather than concentrated flow such as channels, gullies, or wet weather conveyances. Therefore, it is critical that design of all development include management practices, to the maximum extent practical, that will result in stormwater runoff flowing into the buffer zone as shallow sheet flow. Water quality buffers provide numerous environmental protection and resource management benefits including: (Ord. 006-10HR; 1-19-10)
- a. Restoring and maintaining the chemical, physical and biological integrity of the water resources,
 - b. Removing pollutants delivered in urban stormwater,
 - c. Reducing erosion and controlling sedimentation,
 - d. Stabilizing stream banks,
 - e. Providing infiltration of stormwater runoff,
 - f. Maintaining base flow of streams,
 - g. Contributing the organic matter that is a source of food and energy for the aquatic ecosystem,
 - h. Providing tree canopy to shade streams and promote desirable aquatic organisms,
 - i. Providing riparian wildlife habitat, and
 - j. Furnishing scenic value and recreational opportunity.
- (2) *Applicability.* Water quality buffers are required along all perennial and intermittent streams, waterways, shorelines and wetlands according to a

USACE jurisdictional determination, to be submitted from the developer and approved by the Public Works Department. In addition, water quality buffers may be required to protect waters (such as isolated wetlands) pursuant to the S.C. Pollution Control Act, as determined by the Public Works Department. (Ord. 006-10HR; 1-19-10)

(3) *This Section shall apply to the following:* (Ord. 006-10HR; 1-19-10)

- a. All proposed development except for that development which meets the criteria for an exemption [Section 26-187 (b)] and/or a waiver [Section 26-187 (k)].
- b. All surface mining operations except active surface mining operations which are operating in compliance with an approved DHEC surface mining permit. A copy of the approved surface mining permit shall be provided to the Public Works Department.
- c. The construction of agricultural structures as stated in this chapter.
- d. Except as provided in Sections 26-187 (b), and 26-187 (k), this shall apply to all parcels of land, structures and activities which are causing or contributing to:
 1. Pollution, including non-point pollution, of the waters of Richland County,
 2. Erosion or sedimentation of stream channels, or
 3. Degradation of aquatic or riparian habitat.

(b) *Exemptions.* The water quality buffer requirements shall not apply to the following: (Ord. 006-10HR; 1-19-10)

- (1) Ephemeral streams, ditches, manmade ponds, and lakes, which are outside of natural hydrologic connectivity.
- (2) Any existing structure or structure under construction located within the buffer area, provided the land owner can document prior existence.
- (3) The addition or expansion to an existing structure, provided it does not result in an increase in the total impervious area within the buffer area.
- (4) Activities associated with emergency operations, such as hazardous materials removal, flood or fire control, evacuations, and storm damage clean up.

- (5) Single-family parcels of land, which exist as individual lots that are two (2) acres or less and are not part of a new subdivision development.
- (6) All “Entitled Property”; provided, however, this exemption shall no longer be in effect after January 19, 2017. In addition, all entitled property shall comply with the stormwater regulations that were in effect prior to January 19, 2010.

If any portion of a parcel proposed for development lies within an area designated on an officially adopted Conservation Easement as a proposed trail or greenway, the developer shall construct the designated improvements in accordance with county standards and dedicate such land to the county.

(c) *Stream Buffers.* (Ord. 006-10HR; 1-19-10)

- (1) Stream buffers shall be considered a “no disturb zone” along jurisdictional lines. Vegetation cannot be disturbed, removed or replanted unless a buffer restoration plan has been approved by the Public Works Department. Section 26-187 (g) provides requirements to expand the buffer widths depending on slopes, water pollution hazards, or other uses that may contribute to water quality degradation. The buffer width shall be calculated as follows: (Ord. 006-10HR; 1-19-10)
 - a. Along jurisdictional perennial streams identified by the USACE, not associated with a floodplain or wetlands, the buffer shall be at least fifty (50) feet perpendicular from the jurisdictional line on each side of the waterway.
 - b. In areas where a floodway profile has been computed along a perennial stream (AE Zones) as part of an approved flood study, the buffer area shall be equal to the width of the floodway, but never less than fifty (50) feet.
 - c. In areas where a floodway profile has not been computed along a perennial stream (A Zones) the developer shall perform a flood study, determine the floodway and follow the buffer requirements outlined above. As an alternative to preparing the flood study, the buffer limits shall extend to the delineated flood plain limits.
 - d. Along jurisdictional intermittent streams identified by the USACE, the buffer shall be at least fifty (50) feet perpendicular from the jurisdictional line on each side of the waterway. If these streams have associated floodway as described above, the same requirements would apply to have a total width of fifty (50) feet.

- e. For delineated wetland areas associated with perennial streams, the buffer shall be at least fifty (50) feet. This buffer width is independent of any wetland offset requirements of the USACE.
 - f. For delineated wetland areas associated with intermittent streams, the buffer shall be at least fifty (50) feet. This buffer width is independent of any wetland offset requirements of the USACE.
 - g. For wetland areas not associated with perennial, intermittent streams, or floodway, the buffer shall be the extent of the wetland area plus an additional fifty (50) feet perpendicular beyond the wetland edge.
- (2) Stream Buffer Management and Maintenance. The function of the stream buffer is to protect the physical and ecological integrity of the waterway, to reduce flooding potential, and to filter runoff from all development. The objective of a stream buffer is undisturbed native vegetation. (Ord. 006-10HR; 1-19-10)
- a. Management of the stream buffer includes specific limitations on alteration of the natural conditions. The following practices and activities are restricted within stream buffers, except with prior approval by the Public Works Department:
 - 1. Clearing or grubbing of existing vegetation,
 - 2. Clear cutting of vegetation,
 - 3. Soil disturbance by grading, stripping, or other practices,
 - 4. Filling or dumping,
 - 5. Use, storage, or application of pesticides, herbicides, and fertilizers,
 - 6. Conversion of vegetation from native to exotic species.
 - 7. Motor vehicles are not permitted in stream buffers unless during the installation of certain utilities permitted in the buffer zone.
 - b. The following structures, practices, and activities are permitted in the stream buffer, subject to prior approval of the Public Works Department, and when specific design or maintenance features are adhered to: (Ord. 006-10HR; 1-19-10)
 - 1. Stream crossings and utilities:

Richland County Council Request for Action

Subject:

An Ordinance Amending Richland County Code of Ordinances Chapter 16, Licenses and Miscellaneous Business Regulations, by adding Section 16-23, "Health Massage, Bodywork Therapists, and Massage Establishments" [FIRST READING]

Notes:

March 26, 2019 – The Committee recommended Council approve the ordinance and to direct staff to respond to questions posed by Council members at the Committee meeting.



Briefing Document

Agenda Item

At its February 19, 2019 County Council meeting, Councilmember Jim Manning made the following motion:

I move to amend Richland County Code of Ordinances, Chapter 16, Licenses and Miscellaneous Business Regulations by adding Section 16-23, Health Massage, Bodywork Therapists, and Massage Establishments

Background

As a part of a larger effort to address concerns over blight and negative secondary effects from some businesses in the unincorporated portion of the County, Councilmember Manning has proposed amendments to the Richland County Code of Ordinances, Chapter 16, Licenses and Miscellaneous Business Regulations.

The proposed amendment seeks to prohibit the unlawful operation of some establishments that, though identified as health massage, bodywork therapists, or massage establishments, their use may be associated with certain negative secondary effects including, but not limited to their use as commercial sex operations, for prostitution, to spread disease, lewdness, public indecency, illicit sexual activity, sexual assault and exploitation, and human trafficking.

Issues

The proposed amendments may, as an unintentional effect, restrict or negatively impact legitimate businesses that offer needed services, such as those that provide beneficial health benefits (rehab and therapy, e.g.).

Fiscal Impact

Unknown; however, additional staff may be necessary to enforce the proposed ordinance.

Past Legislative Actions

None.

Alternatives/Solutions

1. Adopt the proposed amendments with any amendments Council may desire, or
2. Do not adopt the proposed amendments.

Staff Recommendation

This is a Council initiated request with concurrence among County public safety and law enforcement entities.

Motion Requested

N/A

Attachment

1. Proposed ordinance amendments

Submitted by

This is a Council initiated request. The briefing document was prepared by Administration and Legal staff.

STATE OF SOUTH CAROLINA
COUNTY COUNCIL FOR RICHLAND COUNTY
ORDINANCE NO. ____-19HR

AN ORDINANCE AMENDING RICHLAND COUNTY CODE OF ORDINANCES CHAPTER 16, LICENSES AND MISCELLANEOUS BUSINESS REGULATIONS, BY ADDING SECTION 16-23, "HEALTH MASSAGE, BODYWORK THERAPISTS, AND MASSAGE ESTABLISHMENTS"

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. Richland County Codes of Ordinances, Chapter 16, Licenses and Miscellaneous Business Regulations, is hereby amended by adding Section 16-23, "Health Massage, Bodywork Therapists, and Massage Establishments," as follows:

Section 26-23. Health Massage, Bodywork Therapists, and Massage Establishments.

(1) Authority.

This section is adopted and pursuant to S.C. Code of Laws Annotated Section 4-9-25 which confers upon counties the authority to "enact regulations, resolutions, and ordinances, not inconsistent with the Constitution and general law of this State, including the exercise of these powers in relation to health and order in counties or respecting any subject as appears to them necessary and proper for the security, general welfare, and convenience of counties or for preserving health, peace, order, and good government in them." Such "powers of a county must be liberally construed in favor of the county and the specific mention of particular powers may not be construed as limiting in any manner the general powers of counties." This section is further adopted pursuant to S.C. Code of Laws Annotated Section 4-9-30 which authorizes counties acting through their governing bodies "(14) to enact ordinances for the implementation and enforcement of the powers granted in this section and provide penalties for violation thereof not to exceed the penalty jurisdiction of magistrates' courts."

(2) Purpose.

The purpose of this section is to regulate health massage, bodywork therapists and massage establishments in order to promote the health, safety, and general welfare of the citizens of Richland County. In adopting this ordinance, Richland County hereby establishes reasonable and uniform regulations to prevent or reduce to any extent the deleterious secondary effects of health massage bodywork therapists and massage establishments within the County. The provisions of this section have neither the purpose nor the intent nor effect of restricting or denying access to health massage, bodywork therapists and massage establishments. Among the deleterious secondary effects of imminent and growing concern associated with the unlawful operation of some

establishments subject hereto that obtain business licenses under the guise of legitimate health massage, body therapy or massage establishments are a) their use as commercial sex operations, 2) prostitution, 3) the potential to spread disease, 4) lewdness, 5) public indecency, 6) illicit sexual activity, 7) sexual assault and exploitation, and 8) human trafficking. The negative secondary effects of businesses associated with commercial sexual exploitation are manifest. See, e.g., *City of Littleton v. Z.J. Gifts D-4, LLC*, 124 S. Ct. 2219 (2003); *City of Los Angeles v. Alameda Books, Inc.*, 535 U.S. 425 (2002); *Pap's A.M. v. City of Erie*, 529 U.S. 277 (2000); *City of Renton v. Playtime Theatres, Inc.* 475 U.S. 41 (1986); *Young v. American Mini Theatres*, All U.S. 50 (1976); *Barnes v. Glen Theatre, Inc.*, 501 U.S. 06 (1991); *California v. LaRue*, 409 U.S. 109 (1972); *Chesapeake B&M, Inc. v. Harford County*, 58 F.3d 1005 (4th Cir. 1995); *Giovani Caradola, Ltd. V. Fox*, 470 F.3d 1074 (4th Cir. 2006); *Centaur v. Richland County*, 392 S.E.2d 165 (S.C. 1990); *U.S. v. Pendergrass*, Petition to Enter a Plea of Guilty and Plea Agreement on the Charge of Tax Evasion (3:06-00147, M.D. Term. 2007); and other cases; and on reports of secondary effects occurring in and around such businesses, including, but not limited to, Phoenix, Arizona (1979); Minneapolis, Minnesota (1980); Houston, Texas (1987); Indianapolis, Indiana (1984); Amarillo, Texas (1977); Garden Grove, California (1991); Los Angeles, California (1977); Whittier, California (1978).; Austin, Texas (1986); Seattle, Washington (1989); Oklahoma City, Oklahoma (1986); El Paso, Texas (1986); New York City, New York (1994); Dallas, Texas (1997); Newport News, Virginia (1996); New York Times Square Study (1994); Phoenix, Arizona (1995-1998); Greensboro, North Carolina (2003); Toledo, Ohio (2002); Centralia, Washington (2004); and also from the reports of "Human Trafficking in Illicit Massage Businesses," by Polaris (January 2018), which reports that in 2017, "The United Nations estimates that more than 40 million people in the world today are living in some form of modern slavery," and that "illicit massage businesses (IMBs) that front for commercial sex operations have been ubiquitous in the American landscape for decades, with an estimate of more than 9,000 operating today."

(3) Findings.

Based on this breadth of case law, research and data regarding negative secondary effects of commercial sex and related operation, the Richland County Council finds:

- (a) Illicit massage establishments, as a category of commercial uses, are associated with a wide variety of adverse secondary effects including, but not limited to their use as commercial sex operations, for prostitution, to spread disease, lewdness, public indecency, illicit sexual activity, sexual assault and exploitation, and human trafficking.
- (b) Each of the foregoing negative secondary effects constitutes a harm with the County has a substantial government interest in preventing or abating. Additionally, the County's interest in regulating illicit massage businesses extends to future secondary effects that could occur in the County related to such establishments as well as such future businesses that may locate in the County. The County finds that the cases and

secondary effects documentation relied on in this ordinance are reasonably believed to be relevant to said secondary effects.

(4) Exemptions.

This section shall not apply to physicians, surgeons, chiropractors, osteopaths, physical therapists or podiatrists duly licensed to practice in the State of South Carolina, registered or licensed nurses, athletic directors or trainers, who are affiliated with an approved educational institution or professional sports team and whose work is limited to athletic team members, licensed cosmetologists, barbers or beauticians, who do not give or hold themselves out to give massage treatments other than those customarily given in such establishments.

(5) Definitions.

The following words, terms and phrases, shall have the meanings ascribed to them herein, unless the context of their usage clearly indicates a different meaning:

- (a) "Bodywork establishment" means any building, structure, room, place, or any establishment whose business includes advertising or offering a massage or other massage services upon the human body for compensation by any person whether with or without the use of mechanical, therapeutic or bathing devices, and shall include bathhouses. This terms shall not include beauty parlors or barbershops duly licensed by the State of South Carolina, or licensed hospitals, medical clinics, or licensed physical therapy facilities or establishments wherein registered physical therapists treat only patients recommended and referred by a licensed physician and operate only under such physician's direction. "Bodywork establishment" includes any business or establishment wherein bodywork therapy is performed by a bodywork therapist.
- (b) "Bodywork therapy" means the application of a system of structured touch of the superficial tissues of the human body with the hand, foot, arm, or elbow whether or not the structured touch is aided by hydrotherapy, thermal therapy, a massage device, human hands, or the application to the human body of an herbal preparation. Bodywork therapy includes the manual manipulation of soft body tissues (muscle, connective tissue, tendons and ligaments) to enhance a person's health and well-being. Bodywork therapy also includes the application of pressure with the hands, feet, arms or elbows for the therapeutic or relaxation purposes to the superficial or deep tissues (muscles, tendons, ligaments, connective tissue, skin) of the body. Soft tissue health massage and bodywork practices are designed to promote general relaxation, improve flexibility and pliability of the soft tissues or relieve stress and muscle hypertension, and to enhance a general sense of well-being in the person receiving the massage or bodywork. Bodywork therapy also includes any process consisting in kneading, rubbing or otherwise manipulating the skin of the body of an

- individual, either with the hand, or by means of electrical instruments, devices, or apparatus, but shall not include massage by duly licensed physicians and chiropractors, registered physical therapists, who treat only patients recommended by a licensed physician and who operate only under such physicians' direction, or massage of the face practiced by duly licensed personnel of beauty salons or barbershops. The term "therapy" does not include the diagnosis or treatment of illness or disease, medical procedures, or treatment for which a license to practice medicine, chiropractic, physical therapy, acupuncture or podiatry is required by law.
- (c) "Bodywork therapist" means a person who performs or administers massage or bodywork therapy, whether licensed, as required by the South Carolina Department of Labor, Licensing and Regulation, or not. Bodywork therapist includes a person who practices massage therapy or administers massages or other massage services to a person. The term includes a licensed or unlicensed massage therapist, therapeutic massage practitioner, massage technician, masseur, masseuse, body massager, body rubber, health massager, or any derivation of those titles or similar designations.
 - (d) "Health massage establishment" or any derivative or similar designation has the same meaning as "Bodywork establishment."
 - (e) "Health massage therapist" or any derivative or similar designation has the same meaning as "Bodywork therapist."
 - (f) "Health massage therapy" or any derivative or similar designation has the same meaning as "Bodywork therapy."
 - (g) "Hydrotherapy" means the use of water, vapor, or ice for treatment of superficial tissue.
 - (h) "Illicit Massage Establishment" means any business, establishment, undertaking or enterprise that operates in violation of the provisions of this section.
 - (i) "Massage device" means a mechanical device that mimics or enhances bodywork therapy by means of vibration or other artificial action.
 - (j) "Massage establishment" or any derivative or similar designation has the same meaning as "Bodywork establishment."
 - (k) "Massage therapy" or any derivative or similar designation has the same meaning as "Bodywork therapy."
 - (l) "Massage therapist" or any derivative or similar designation has the same meaning as "Bodywork therapist."

(m) "Thermal therapy" means the use of ice or a heat lamp or moist heat on superficial tissue.

(6) Use of only licensed therapists; posting of license.

No person or business or establishment shall permit anyone to perform bodywork, health massage or massage work upon the premises operated by that person or business or establishment unless the individual performing the bodywork, health massage or massage work has been issued a license as required by this article. Every bodywork therapist, health massage therapist and massage therapist shall post the license required by this article in the therapist's work area at all time. A bodywork, health massage or massage establishment or a place of business that advertises bodywork, health massage or massage therapy or offers such work, therapy or other massage services must be licensed by the South Carolina Department of Labor, Licensing and Regulation in accordance with Title 40, Professions and Occupations, Chapter 30, the "Massage/Bodywork Practice Act," and must display the establishment's license along with any Richland County business license needed for the establishment to operate in a prominent location available for inspection by the public and by law enforcement and code enforcement officers and inspectors.

(7) Maintenance of premises and equipment.

It shall be the duty of every person conducting or operating a bodywork, health massage or massage establishment to keep the establishment in a clean and sanitary condition at all times. All instruments and mechanical, therapeutic and bathing devices or parts thereof that come into contact with the human body shall be sterilized on a regular basis and shall be rendered free from harmful organisms in a manner consistent with State laws and local ordinances and regulations. Towels and linens furnished for use of one patron shall not be furnished for use of another until thoroughly laundered.

(8) Operation in connection with living or sleeping quarters prohibited.

A bodywork, health massage and massage establishment shall not contain rooms used wholly or in part for residential or sleeping purposes unless such establishment is located within and properly zoned as a residence, in which case the establishment shall maintain separation from rooms used wholly or in part for residential or sleeping purposes by a solid wall or by a wall with a solid door which shall be inaccessible other than for emergency purposes during business hours.

(9) Hours of operation.

No bodywork, health massage or massage establishment shall be kept open for any purpose between the hours of 10 p.m. and 5 a.m. on any day.

(10) Management to keep list of employees.

The owner, manager, operator or person in charge of a bodywork, health massage or massage establishment shall maintain on the premises a list of the name and addresses of all employees therein, whether such employees are on duty or off duty, and such list shall be made available for inspection upon the request of any law enforcement or code enforcement officer. Failure to comply with this provision shall be an offense.

(11) Employment of persons found guilty of criminal sexual offenses.

It shall be unlawful for any person operating a bodywork, health massage or massage establishment to knowingly employ, in any capacity, any person who has been convicted, entered a plea of nolo contendere or guilty to an offense involving prostitution or any other sexual offense.

(12) Hygiene.

All massage therapists and operators at a massage establishment shall wash their hands thoroughly before administering massage manipulations to any patron, and shall at all times observe proper cleanliness and hygiene practices.

(13) Access; right of entry.

Any officer appointed or employed by any law enforcement agency of this State, or any Richland County code enforcement officer commissioned pursuant to S.C. Code of Laws Annotated Section 4-9-145, may enter the premises of a bodywork, health massage or massage establishment for purposes of inspection or investigation to ensure compliance with this article. If entry and access to the premises of the bodywork, health massage or massage establishment is denied, entry may be made under the authority of a warrant or other lawful process.

(14) Penalties.

Failure to comply with any of the requirements of this section shall constitute a violation punishable by a fine not exceeding five hundred dollars (\$500.00) and imprisonment not exceeding thirty (30) days. Each day any violation of this section continues shall constitute a separate offense. Nothing in this section prevents the County or any interested party from seeking an injunction, issuing a stop work order or otherwise attempting to enforce the provisions of this section or to obtain relief or any remedy provided for by law.

(15) Cumulative effect.

The provisions of this section are cumulative to and not in lieu of laws and other ordinances, such as sexually oriented businesses and nuisance laws and ordinances, applicable to the businesses described in this section.

(16) Education institutions.

Nothing in this section may be construed so as to prevent the teaching of bodywork, health massage or massage in the County at a duly licensed and authorized bodywork, health massage or massage school.

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

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

SECTION IV. Effective Date. This ordinance shall be enforced from and after _____, 2019.

RICHLAND COUNTY COUNCIL

BY: _____
Paul Livingston, Chair

ATTEST THE _____ DAY OF _____, 2019

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:

Richland County Council Request for Action

Subject:

Approval of Purchase: Fire Pumper Truck

Notes:

March 26, 2019 – The Committee recommended Council to accept staff's recommendation to award the bid to Rosenbauer for the purchase of the demo fire pumper truck in the amount of \$431,150.



Briefing Document

Agenda Item

Approval of Purchase: Fire Pumper Truck

Background

Richland County needs additional fire trucks in its fleet to meet front-line demand and reserve truck capacity. Currently, there are four available reserve trucks; however, the County should increase the number of reserves to maintain its current ISO Public Protection Classification. Community Development notified Emergency Services that there are Community Development Block Grant (CDBG) funds available to replace the Capital View Fire Station's fire pumper truck. The older truck currently in use at the station will become a reserve apparatus.

Richland County began the procurement process to identify available trucks. The bid request asked for alternative bids for demos and stock vehicles to reduce the delivery time as well as the time needed for the bid and evaluation process. The industry standard for delivery of new vehicles built to specifications can be up to 300 days (10 months).

After evaluating the bids, the lowest responsible and responsive bidder for our need is Rosenbauer. Rosenbauer submitted a bid for a stock/demo pumper. Listed below are the two (2) manufacturers that placed bids. Because stock/demo trucks are available on a first come - first purchase basis, this purchase is time sensitive.

| | |
|------------------------------|--------------|
| Safe Ind. – KME (stock/demo) | \$461,200.00 |
| Rosenbauer (stock/demo) | \$430,650.00 |

Issues

Because of the funding mechanism, the truck must be purchased and paid for by May 31, 2019.

Fiscal Impact

The purchase will be funded through the Community Development Block Grant (CDBG) program; no additional funds are needed. There is no impact to the Fire Revenue Fund or the General Fund.

| | |
|-------------------|---------------------------|
| Cost of the truck | \$430,650.00 |
| Tax | \$500.00 |
| Total | <hr/> \$431,150.00 |

Past Legislative Actions

None.

Alternatives/Solutions

1. Award the bid for purchase of the fire pumper truck to Rosenbauer, or
2. Do not award the bid

Staff Recommendation

Staff recommends Council award the bid to Rosenbauer for the purchase of the demo fire pumper truck in the amount of \$431,150.00 using funds from CBDG. Due to the limited availability of the truck, if the Committee approves and forwards the item to Council, upon approval thereof, staff requests Council to reconsider the item at its April 2, 2019, meeting so the purchase order can be issued.

Motion Requested

1. I move to accept staff's recommendation to award the bid to Rosenbauer for the purchase of the demo fire pumper truck in the amount of \$431,150.00 and forward it to County Council.

Attachment

1. Consolidated bid evaluation

Submitted by

Michael A. Byrd, Director, Emergency Services Department

Consolidated Evaluations

| Evaluation Criteria RC-143-BV-2019 Fire Pumper Apparatus | Maximum Points | Rosenbauer | Safe Ind. KME |
|---|-----------------------|-------------------|----------------------|
| Cost | 45 | | |
| Evaluator 1 | | 45 | 42 |
| Evaluator 2 | | 45 | 42 |
| | 90 | 90 | 84 |
| Delivery | 15 | | |
| Evaluator 1 | | 15 | 15 |
| Evaluator 2 | | 15 | 15 |
| | 30 | 30 | 30 |
| Service | 10 | | |
| Evaluator 1 | | 10 | 10 |
| Evaluator 2 | | 10 | 10 |
| | 20 | 20 | 20 |
| Capabilities | 10 | | |
| Evaluator 1 | | 10 | 10 |
| Evaluator 2 | | 10 | 10 |
| | 20 | 20 | 20 |
| Design | 10 | | |
| Evaluator 1 | | 10 | 8 |
| Evaluator 2 | | 10 | 7 |
| | 20 | 20 | 15 |
| Performance History | 10 | | |
| Evaluator 1 | | 10 | 10 |
| Evaluator 2 | | 10 | 10 |
| | 20 | 20 | 20 |
| GRANDTOTAL | 200 | 200 | 189 |

Richland County Council Request for Action

Subject:

Richland Rebuilds (1228 Tolliver Street) - Required Change Order

Notes:

March 26, 2019 – The Committee recommended Council accept staff's to award additional HOME funds to the contract in the amount not to exceed \$123,050 for construction of the unit, 1228 Tolliver Street.



Briefing Document

Agenda Item

Richland Rebuilds (1228 Tolliver Street) - Required Change Order

Background

Staff requests additional funds to cover a required change order for costs associated with the 1228 Tolliver Street rebuild. The home has fallen into aggressive disrepair, so it was determined to be eligible for federal assistance for reconstruction instead of rehabilitation. A solicitation was issued in October 2018 for the rebuild of the property. Of the three bids submitted, the lowest, responsive, responsible bidder was Renaissance Development & Partners LLC with a bid of \$87,000 to construct the new home.

The contractor began work; however, shortly thereafter, it identified a large amount of friable asbestos. Per the South Carolina Department of Health and Environmental Control (SCDHEC), the asbestos had to be properly mitigated and disposed, which also includes appropriate surveying and air monitoring. Removal and disposal of the asbestos as well as other costs required an additional amount of \$36,050, increasing construction costs to \$123,050. Given the initial low cost, the new total cost is still deemed reasonable to complete the reconstruction project.

The homeowner temporarily relocated prior to start of work and has since moved into a local hotel.

Issues

There are no issues to this project as described above.

Fiscal Impact

The project is funded with HOME funds; therefore, there is no fiscal impact to the County's General Fund. All HOME Investment Partnership funds are issued by the US Department of Housing Urban Development grant, managed by the Community Development Division.

Past Legislative Actions

None.

Alternatives/Solutions

1. Approve the request to award additional HOME funds to the contract in the amount not to exceed \$123,050.00 for construction of the unit, 1228 Tolliver Street; or
2. Do not approve the request to award additional HOME funds to the contract in the amount not to exceed \$123,050.00 for construction of the unit, 1228 Tolliver Street. The project cannot be completed, and additional, permanent housing will need to be provided to the homeowner.

Staff Recommendation

Staff recommends approval to award additional HOME funds to the contract in the amount not to exceed \$123,050.00 for construction of the unit, 1228 Tolliver Street.

Motion Requested

I move to accept staff's recommendation to award additional HOME funds to the contract in the amount not to exceed \$123,050.00 for construction of the unit, 1228 Tolliver Street and to forward it to County Council.

Attachment

n/a

Submitted by

Valeria Davis, Manager, Community Development Division

Richland County Council Request for Action

Subject:

Southeast Sewer Project Award

Notes:

March 26, 2019 – The Committee recommended Council approve the award of project to Joel E Woods and Associates to go forward with the expansion of existing sewer collection system.



Briefing Document

Agenda Item

Southeast Sewer Project Award

Background

The Southeast Sewer Project consists of preparation and submission of plans and specifications for providing sanitary sewer service to a large portion of southeast Richland County. It will be an expansion of Richland County's existing sewer collection system which currently serves the Town of Eastover.

The project is necessary to provide access to public sewer service to existing residences, small businesses, government offices, and churches in the southeast area of Richland County which currently do not have access to a public sewer system. Additionally, the project will provide access to public sewer service for up to five (5) existing private wastewater treatment facilities, connecting them to the system and eliminating their current discharges. This will also re-direct the existing wastewater flow to the City of Columbia's system from the residents, schools, and businesses in the vicinity of Garners Ferry Road (US Highway 378) into the County system.

Procurement issued a Request for Proposals from four pre-qualified firms for the design, permitting, bidding, and construction observation of a sewer collection and transportation system to serve portions of southeast Richland County. The request also included engineering services to obtain approval of an NPDES Permit discharge increase for the existing Lower Richland County Wastewater Treatment Facility. Submittals were due on March 1, 2019, and there was one submittal received from Joel E Woods. An evaluation team scored the submittal a total of 374 points out of 400. The firm has been deemed qualified to do the work (on Request for Qualification # RC-047-Q-2017).

Issues

None.

Fiscal Impact

Funding in the amount of \$750,000 is available in the Utilities capital professional services budget. The construction portion of the project was included in the proposal of Capital Improvement Plan.

Past Legislative Actions

None.

Alternatives/Solutions

1. Approve the award of project to Joel E Woods and Associates to go forward with the expansion of existing sewer collection system; or
2. Do not approve the award to Joel E Woods and Associates; or
3. Maintain the existing sewer collection system as is, which will not resolve the imminent sewer needs to southeast Richland County communities, Gadsden Elementary School, Lower Richland Middle School, Hopkins Middle & Elementary School, and Franklin Park Community.

Staff Recommendation

Staff recommends awarding the project to Joel E. Woods for the expansion of Richland County's existing sewer collection system. If the Committee approves and forwards the item to Council, upon approval thereof, staff requests Council to reconsider the item at its April 2, 2019, meeting so the purchase order can be issued.

Motion Requested

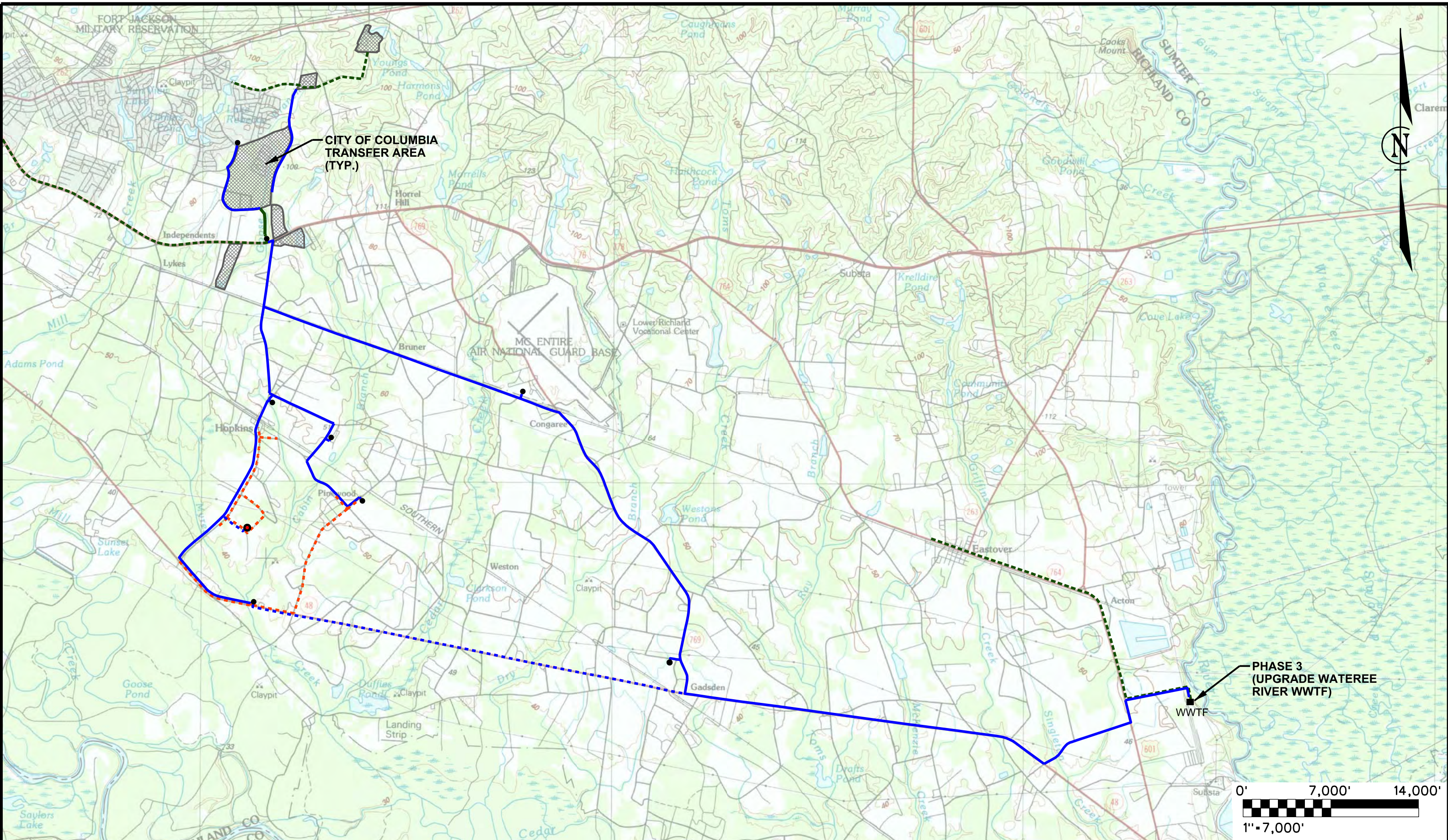
1. I move to approve staff's recommendation to award the project to Joel E. Woods for the expansion of Richland County's existing sewer collection system and to forward it to County Council.

Attachment

1. Map of intended layout for the project
2. Consolidated evaluation scoring

Submitted by

Shahid Khan, Director, Utilities



LEGEND:

- EXISTING GRAVITY SEWER
- - - EXISTING FORCE MAIN
- - - PHASE 1 PROP. GRAVITY SEWER
- PHASE 1 PROP. FORCE MAIN
- - - PHASE 2 PROP. GRAVITY SEWER
- - - PHASE 2 PROP. FORCE MAIN
- PHASE 1 PROP. PUMP STATION
- PHASE 2 PROP. PUMP STATION



SOUTHEAST RICHLAND COUNTY SEWER SYSTEM
ALTERNATE 5 SYSTEM LAYOUT
RICHLAND COUNTY UTILITIES

| |
|--------------------|
| DATE: 1/1/18 |
| SCALE: 1" = 7,000' |
| JOB NO.: 170805 |
| FIGURE: 5 |

| Consolidated Evaluations | | |
|--|-----------------------|---------------------|
| Evaluation Criteria RC-133-P-2019 Southeast Sewer Project | Maximum Points | Joel E Woods |
| Qualifications and Capability | 35 | |
| Evaluator 1 | | 34 |
| Evaluator 2 | | 33 |
| Evaluator 3 | | 33 |
| Evaluator 4 | | 35 |
| | 140 | 135 |
| Ability to to do Business w County | 25 | |
| Evaluator 1 | | 23 |
| Evaluator 2 | | 24 |
| Evaluator 3 | | 25 |
| Evaluator 4 | | 20 |
| | 100 | 92 |
| Ability to Provide Design Services | 20 | |
| Evaluator 1 | | 18 |
| Evaluator 2 | | 17 |
| Evaluator 3 | | 19 |
| Evaluator 4 | | 20 |
| | 80 | 74 |
| Past Performance | 20 | |
| Evaluator 1 | | 19 |
| Evaluator 2 | | 18 |
| Evaluator 3 | | 18 |
| Evaluator 4 | | 18 |
| | 80 | 73 |
| | | |
| GRANDTOTAL | 400 | 374 |

Richland County Council Request for Action

Subject:

Internal Auditor

Notes:

March 26, 2019 – The Committee recommended Council hire an Internal Auditor, and appropriate funding for salary, benefits and other needs to cover this function.



Briefing Document

Agenda Item

Internal Auditor

Background

At its November 13, 2018 Special Called County Council meeting, Councilmember Bill Malinowski made the following motion:

Richland County requires an internal audit committee to be in place. Under Sec. 2-79 of the Richland County Code, Powers and duties of the County Administrator, #2 implies that County Council appoints the Internal Auditor. Based on this Section, I move that Council hire (under a negotiated contract) an internal auditor, and appropriate funding for salary, benefits and other needs to cover this function within the County Council Services/Office. The interim administrator will need to appoint a county employee to the committee when the auditor is appointed.

According to the FY 2018 Wage and Salary Report from the SC Association of Counties, the brief description of the Internal Auditor's function is:

Internal Auditor: Oversees and performs internal audits and evaluations to ensure county operations and programs are consistent with established goals, plans, policies, and procedures.

Issues

None.

Fiscal Impact

The fiscal impact will depend on the salary that Council will establish for the Internal Auditor plus fringe benefits, the cost to equip the office, and any additional staff that the Internal Auditor would request in the future. Table 1 provides salary information for the comparable counties in SC according to the 2018 SC Association of Counties salaries survey.

Table 1. Internal Auditor Function - FY 2018 Wage and Salary Report from the SC Association of Counties

| County | Hours | Staff Totals | Minimum | Midpoint | Maximum | Avg or Actual |
|-------------|-------|--------------|----------|-----------|-----------|---------------|
| Charleston | 40 | 1 | \$81,120 | \$110,334 | \$139,547 | - |
| Spartanburg | 37.5 | 1 | \$68,304 | \$88,795 | \$109,286 | \$85,840 |

Past Legislative Actions

Section 2-79(2) of the RC Code, Powers and duties of the County Administrator, implies that County Council appoints the Internal Auditor. The section reads:

To appoint, and when in his/her discretion the welfare of the county requires it suspend, discharge, transfer, remove or otherwise deal directly with all employees for whom council is responsible, excepting the county attorney, the internal auditor and the clerk of council, and any

assistants thereto, who are appointed directly by the council or who ate [sic] employed in the offices of elected officials and officials appointed by an authority outside county government as those terms are used in South Carolina Code, 1976, section 4-9-30(7);

Alternatives/Solutions

This is a Council initiated request.

Staff Recommendation

Staff does not have a recommendation as this item is at Council's discretion.

Motion Requested

n/a

Attachment

1. Excerpt: Code of Ordinances of Richland County, South Carolina, Section 2-332 (q), Chapter 2, Article VII

Submitted by

This is a Council initiated request; Dr. Sandra Yúdice, Assistant County Administrator, prepared the briefing document.

(q) *Internal Audit Committee.*

(1) *Creation.* There is hereby established an Internal Audit Committee which shall have the structure, organization, composition, purposes, powers, duties, and functions established below.

(2) *Membership; terms.* The Internal Audit Committee shall be comprised of five members of Council (the Council Chair, the A&F Committee Chair, the D&S Committee Chair, the Economic Development Committee Chair, and the Rules and Appointment Committee Chair), two citizens appointed by a majority vote of the Council at large, and an employee appointed by the County Administrator. The citizens' and the employee's terms shall be one year in length, with up to three term renewals permitted. The Council members' terms shall be for as long as they serve in the capacity of Council Chair or Committee Chair.

(3) *Duties and responsibilities.*

- a. The Internal Audit Committee shall develop with the Internal Auditor, for recommendation to the full Council for approval by majority vote, an audit schedule (which shall include areas to be reviewed, their priority and the timelines for completion), audit progress, audit follow-up, and special needs; and shall work to assure maximum coordination between the work of the Internal Auditor and the needs of the chief executive officer, the legislative body, and any other contractually hired auditors, as necessary or appropriate.
- b. The Internal Audit Committee shall review, for recommendation to Council for approval by majority vote, all areas of County operations for which County funds are levied, collected, expended, or otherwise used. This includes departments or offices reporting to the County Administrator, departments or offices headed by elected or appointed officials, millage agencies, legislatively appointed Commissions receiving County funding, nonprofit organizations receiving grant monies from County funds, and any other organization receiving any type of funding for any purpose from the County.
- c. The Internal Audit Committee shall oversee the responsibilities of the Internal Auditor, as stated in the negotiated contract with the Internal Auditor.
- d. The Internal Audit Committee shall present to the full Council a written report regarding each audit conducted by the Internal Auditor following the Internal Auditor's report to the Internal Audit Committee for each audit. Additionally, in conjunction with the budget process, the Internal Audit Committee shall annually present to the full Council a written summary report regarding the audits, progress, findings, and any other appropriate information relating to the internal audits conducted during the past fiscal year following the Internal Auditor's summary report to the Internal Audit Committee.
- e. The Internal Audit Committee shall annually review the Internal Auditor and anyone else working in such a capacity for adherence to government auditing standards in conducting its work to ensure quality service and independence as defined by those standards. (These are the federal Government Accounting Office's "Yellow Book" standards). A subsequent report of the Committee's findings shall be presented to Council for their information.

Richland County Council Request for Action

Subject:

An Ordinance Amending the Richland County Code of Ordinances; Chapter 17, Motor Vehicles and Traffic; Article II, General Traffic and Parking Regulations; Section 17-10, Parking in Residential and Commercial Zones of the County; so as to define vehicles subject thereto

Notes:

First Reading: December 4, 2018
Second Reading: December 11, 2018
Third Reading: February 5, 2019 {Tentative}
Public Hearing: February 5, 2019

Sec. 17-10. Parking in residential and commercial zones of the county.

(a) For the purpose of this section, the following definitions shall apply:

(1) ~~*Fitted cover*, for the purpose of this section, means a cover that conforms to the basic shape of the vehicle and covers all portions of such vehicle.~~

~~(2) *Motor Vehicle* means every vehicle which is self-propelled, except mopeds or scooters, by any source of artificial power (i.e., not propelled by human effort), excluding trains.~~

~~and every vehicle which is propelled by electric power obtained from overhead trolley wires, but not operated upon rails.~~

(23) *Semi-trailer* means every vehicle, with or without motive power, designed for carrying persons or property and for being drawn by a motor vehicle, and constructed that some part of its weight and that of its load rests upon or is carried by another vehicle; and exceeds a gross weight of 10,000 pounds, or a manufacturer's gross vehicle weight rating (GVWR) of 10,000 pounds.

(34) *Trailer* (other than semi-trailer) means every vehicle, with or without motive power, designed for carrying persons or property and for being drawn by a motor vehicle; and which does not exceed a gross weight of 10,000 pounds, or a manufacturer's gross vehicle weight rating (GVWR) of 10,000 pounds. This definition excludes camping trailers, boat trailers, travel trailers, and utility trailers, as such are regulated in the Richland County Land Development Code, at Section 26-173 (f).

(45) *Truck tractor* means every motor vehicle designed and used primarily for drawing other vehicles; and not so constructed as to carry a load other than a part of the weight of the vehicle and the load drawn.

(b) It shall be unlawful for a truck tractor, a semi-trailer, or a trailer to be parked on any public street, road, right-of-way or as otherwise prohibited by the Richland County Code of Ordinances in the unincorporated portions of the county which are or hereafter shall be designated as Rural Residential, Single-Family Residential, Manufactured Home, or General Residential under the Richland County Zoning Ordinance and the "Zoning Map of Unincorporated Richland County," as amended.

(c) Except as is provided in subsection (d), below, it shall be unlawful for any truck tractor, semi-trailer or trailer to be parked, stored or located on a lot in any residential zoning district in the unincorporated areas of the county [except for those parcels that are ~~one~~ (1) ~~acre~~ ~~three~~ (3) ~~acres~~ or greater in the (RU) Rural zoning district] unless the entire portion of such truck tractor, semi-trailer or trailer is parked, stored or located in an enclosed garage or in a carport at the vehicle owner's or operator's ~~the~~ residence, ~~or is enclosed under a fitted cover.~~

(d) Notwithstanding subsections (b) and (c), above, truck tractors, semitrailers or trailers that are in active use in the provision of a service or delivery or removal of property or material at or from a residence in a residential zoning district may park on the public street, road, right-of-way or lot at which the service is being provided or the delivery or removal is being made, for only the duration of the service provision or delivery or removal as provided for herein. For purposes of this section, “active loading or unloading” shall include, but not be limited to, the delivery or removal of furniture, yard trash or debris, household or building materials, tangible personal property and the like, evidenced by the active involvement (e.g., the loading, unloading, service provision or supervision thereof) of the owner, operator, delivery personnel, service provider, or other person responsible for parking or causing to be parked the truck tractor, semi-trailer or trailer while the truck tractor, semi-trailer or trailer is parked on the public street, road, right-of-way or lot subject to this section. For purposes of this section, “active loading and unloading” does not include parking or “staging” a truck tractor, semi-trailer or trailer, leaving the same unattended and then engaging in loading, unloading, removal or service provision at a subsequent point beyond twenty-four (24) hours. An operator (“Commercial Operator”) of a truck tractor, semi-trailer or trailer for commercial purposes [i.e., one or more of these vehicles is regularly used in the operator’s present employment, and not his or her former or speculative future professional employment, or, put differently, the operator is legitimately employed in a capacity that requires the use of one or more of these vehicles] shall be permitted to park such vehicles at the operator’s residence in between use of the truck tractor, semi-trailer or trailer in the operator’s professional employment, including overnight parking. For purposes of this subsection, “regularly used in the operator’s present employment” does not mean that the truck tractor, semi-trailer or trailer may be allowed to be parked at the operator’s residence or at any other residence subject to this ordinance if parked and remaining idle for a period of _____ days.

(e) It shall be unlawful for a motor vehicle, or wheeled conveyance of any kind required by law to be licensed that is unlicensed, or is displaying an expired or invalid license to be parked on any public street or road, right-of-way or as otherwise prohibited by the Richland County Code of Ordinances in the unincorporated portions of the county which are or hereafter shall be designated as Rural Residential, Single-Family Residential, Manufactured Home, or Multi-Family Residential under the Richland County Zoning Ordinance and the “Zoning Map of Unincorporated Richland County”, as amended.

(f) All motor vehicles or trailers without a valid state-issued license plate permitting operation on public roads and highways, which are stored, parked, or located on a lot in any zoning district in the unincorporated areas of the county, except for those parcels that are one (1) acre~~three (3) acres~~ or greater in the (RU) Rural zoning district, are required to be kept in a garage or, carport located at the owner’s or the operator’s residence, or protected from the elements by a fitted cover. ~~Licensed automobile dealerships, automobile dealerships, body or mechanical repair shops, towing services, persons~~

licensed to conduct businesses involving storage and sale of junk and scrap, trailers utilized as temporary structures in conjunction with construction activities, and vehicles used in agricultural operations and which are not operated on the public roads and highways are exempt.

(g) Any motor vehicle or trailer that is not capable of operating in accordance with South Carolina law or, in the case of a motor vehicle, not capable of moving under its own power (even if it has a valid state-issued license plate permitting operation on public roads and highways) shall not be stored, parked, or located on a lot in any residential or commercial zoning district in the unincorporated areas of the county (except for those parcels that are ~~one (1) acre~~~~three (3) acres~~ or greater in the (RU) Rural zoning district) for more than ~~forty-five (45)~~ thirty (30) consecutive days unless it is kept in an enclosed garage ~~or~~, in a carport, ~~or protected from the elements by a fitted cover~~. Licensed automobile dealerships, body or mechanical repair shops, towing services, persons licensed to conduct businesses involving storage and sale of junk and scrap, trailers utilized as temporary structures in conjunction with construction activities, and vehicles used in agricultural operations and which are not operated on the public roads and highways are exempt from the provisions of this subsection.

(h) *Penalties:* ~~Anyone violating the provisions of this section~~~~Upon a finding by a deputy sheriff of a violation, any offender~~ shall have an opportunity to cure the violation within _____ days of having been issued a written notice of violation. ~~a prescribed period of time; provided that the period of time allowed shall not begin to run until notice of the violation is provided to the offender. Notice shall be sufficient if provided by personal contact directly with the offender or by talking on the telephone with the offender, by the offender having accepted written notice by certified mail, or by placement of a notice of violation on the vehicle, motor vehicle, truck tractor, semitrailer, or trailer.~~ If the offender, resident, owner of the vehicle, motor vehicle, truck tractor, semi-trailer, or trailer or owner of the real property on which the violation occurred fails to take proper corrective action ~~within the period~~, ~~in the~~ prescribed ~~herein~~ time, such person shall be deemed guilty of a misdemeanor and, upon conviction, shall be fined not more than five hundred (\$500.00) dollars or imprisoned for not more than thirty (30) days, or both. Each day such violation continues after due notice shall be considered a separate offense. ~~Any owner and/or operator of a vehicle, motor vehicle, truck tractor, semi-trailer, or trailer which is in violation of this section (or if the offender is unable to be located, any owner of land on which the violation occurred), and any person who commits, participates in, assists in, or maintains that violation may each be found guilty of a separate offense and suffer the penalties set forth herein. In the event that an offender has been previously cited for or given notice of a violation of any offense prescribed in of this section, enforcement action may commence without an additional notice to cure as set forth above. be taken immediately without the requirement of an opportunity to cure the violation.~~

(i) *Administration and enforcement:* The Sheriff of Richland County, ~~and Deputy Sheriff of Richland County, and any Richland County Code Enforcement Officer commissioned pursuant to S.C.Code Ann. Section 4-9-145~~ shall be authorized to enforce

the provisions of this section and to engage a towing service to remove any vehicle parked in violation of these regulations, provided the cost of towing services shall be charged to the registered owner of any vehicle so removed.

(Ord. No. 061-01HR, § I, 9-4-01; Ord. No. 054-02HR, § II, 10-1-02; Ord. No. 040-03HR, § I, 6-3-03; Ord. No. 053-06HR, § I, 6-6-06; Ord. No. 009-10HR, § I, 2-16-10; Ord. No. 001-15HR, § I, 2-10-15)

Richland County Council Request for Action

Subject:

An Ordinance Amending the Richland County Code of Ordinances, Chapter 18, Offenses, to add Section 18-7, Public Nuisances; and Amending Chapter 16, Licenses and Miscellaneous Business Regulations, Section 16-18, relative to license suspension and revocation for a business determined to be a public nuisance

Notes:

February 26, 2019 – The committee recommended Council adopt the nuisance ordinance in its proposed form, with any amendments Council may desire.

First Reading: March 5, 2019

Second Reading: March 19, 2019 {Tentative}

Third Reading: April 2, 2019 {Tentative}

Public Hearing: April 2, 2019

STATE OF SOUTH CAROLINA
COUNTY COUNCIL FOR RICHLAND COUNTY
ORDINANCE NO. ____-19HR

AN ORDINANCE AMENDING THE RICHLAND COUNTY CODE OF ORDINANCES, CHAPTER 18, OFFENSES, TO ADD SECTION 18-7, PUBLIC NUISANCES; AND AMENDING CHAPTER 16, LICENSES AND MISCELLANEOUS BUSINESS REGULATIONS, SECTION 16-18, RELATIVE TO LICENSE SUSPENSION AND REVOCATION FOR A BUSINESS DETERMINED TO BE A PUBLIC NUISANCE.

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.

WHEREAS, on March 5, 2019, pursuant to South Carolina Code of Laws Annotated Section 4-9-130 the governing body of Richland County adopted an emergency ordinance to address violent and other crimes affecting life, health, safety or the property of the people in unincorporated Richland County; and

WHEREAS, in the six (6) months preceding the adoption of the emergency ordinance, there had been seventeen (17) shootings at drinking places and night clubs in unincorporated Richland County; and

WHEREAS, those shootings resulted in ten (10) gunshot victims and one (1) fatality in unincorporated Richland County; and

WHEREAS, of the victims, seven (7) were shot within two (2) months of the adoption of the emergency ordinance; and

WHEREAS, responding to ~~these disproportionate number of~~ criminal and other incidents at public nuisance establishments places an unacceptable administrative, logistical and financial burden on the Richland County Sheriff's Department, Richland County Emergency Services and the entirety of the County's public safety agencies, diverting critical resources away from other public safety response efforts arising in the ordinary course, including those responses necessitated by activity that is lawful and not in the nature of a nuisance; and

WHEREAS, Section 4-9-130 and Richland County Code of Ordinances; Chapter 2, Administration, Article II, County Council, Division 2, Ordinances, Section 2-31 provide that an emergency ordinance is effective immediately on the date of adoption and shall expire automatically on the sixty-first day following the date of enactment; and

NOW, THEREFORE, COUNTY COUNCIL pursuant to S.C.Code Ann. Section 4-9-30(14), which authorizes a county governing body to enact ordinances for the implementation and enforcement of the powers granted under Home Rule, Title 4 of the South Carolina Code of Laws, adopts this ordinance.

SECTION II. Richland County Code of Ordinances, Chapter 18, Offenses, is hereby amended to add Section 18-7, Public Nuisances, as follows:

Section 18-7. Public Nuisances.

(a) Definitions.

(1) *Business* means any commercial establishment, use, property or structure used in or part of a business or commercial use or establishment. *Business* does not include residential property.

(2) *Continuous breach of the peace* means a pattern of repeated acts or conduct which —either (a) directly disturbs the public peace or (b) disturbs the public peace by —inciting or tending to incite violence.

~~(+)(3)~~ *Public nuisance* means conduct, conditions, events, circumstances, or the unreasonable interference or the causing of unreasonable interference with rights of the public, wherever occurring, including, but not limited to, a business or commercial ~~or residential~~ establishment, a public place, or where the public congregates or is invited or permitted to congregate. ~~This includes such conduct that may occur at a home-based business.~~

Public nuisance includes those conditions or circumstances constituting a nuisance as set forth in S.C.Code Ann. Section 15-43-10; specifically, the construction, establishment, continuance, maintenance, use, ownership, occupation, the leasing or releasing of any property, building or other place used for the purposes of lewdness, assignation, prostitution, human trafficking, repeated acts of unlawful possession or sale of controlled substances, or continuous breach of the peace.

~~*Public nuisance* also includes that conduct which annoys, injures, subverts or endangers the public's order, economy, resources, safety, health, welfare, comfort, repose or offends public decency.~~

Public nuisance also includes and is founded upon the sound principle set forth in South Carolina case law that "if one maintains a place where the laws are publicly, repeatedly, persistently, and intentionally violated, then such place would become a common or public nuisance." *State v. Turner*, 198 S.C. 499, 505, 18 S.E.2d 376, 378 (1942).

(b) Nuisances offending public decency, peace and order.

The following are hereby declared to be public nuisances affecting public decency, peace and order, whether such violations are of an intermittent, cyclical, continual, reoccurring or constant nature; and when the responsible party generates, enables, or contributes to the occurrence of the unlawful behavior by an absence or failure of property management policy or practice, absence or failure of control over the property, absence or failure of supervision of guests or invitees, or clients, customers, patrons, or any other person providing some form of compensation for some type of product or service, or absence or failure of security measures:

- (1) Any business, ~~establishment, use, property or structure,~~ ~~whether commercial or residential~~, where gambling devices, slot machines, punch boards and other such contrivances of similar character involving any elements of chance as a consideration or any type of gambling, bookmaking, wagering or betting is carried on, and all gambling equipment, except where such specific form of gambling is permitted by law;
- (2) Any business, ~~establishment, use, property or structure,~~ ~~whether commercial or residential~~, operated as a bawdy house, house of assignation, place of prostitution or used and maintained for the commercial or criminal purposes of unlawful sexual activity or human trafficking in violation of federal or state law or local ordinances;
- (3) Any business, ~~establishment, use, property or structure,~~ ~~whether commercial or residential~~, where alcohol or intoxicating liquors are manufactured, sold, bartered or given away in violation of federal or state law or local ordinances, or where alcohol or intoxicating liquors kept for sale, barter or distribution in violation of federal or state law or local ordinances, and all alcohol, liquors, bottles, kegs, pumps, bars and other property kept at and used for maintaining such a place; or where required fire marshal or other safety plans are not in place, or where persistent violations of law occur under a failed or ineffective fire marshal or other safety plan;
- (4) Any business, ~~establishment, use, property or structure,~~ ~~whether commercial or residential~~, where acts of sale, manufacture, possession or distribution of

controlled substances occur in violation of federal or state law and local ordinances;

(5) Any business, establishment, use, property or structure, ~~whether a commercial operation or a residential use,~~ where violations against the federal or state laws or county ordinances occur with disproportionate such frequency or intensity that ~~—~~ they require an excessive public safety response cost. "Excessive public safety ~~-response~~" means:

- a. The recurring deployment of law enforcement officers, peace or code enforcement officers commissioned pursuant to S.C.Code Ann. Section 4-9-145, fire marshals or emergency services personnel to an emergency scene to a business, ~~commercial or residential~~ establishment, use, property or structure, as a result of an unlawful act which results in or could result in great bodily injury or death, or the recurring need for public safety or county code enforcement personnel or emergency vehicles at a business, ~~commercial or residential~~ establishment, use, property or structure when compared to the frequency or intensity of law or regulation enforcement required at other similarly situated businesses, ~~commercial or residential~~ establishments, uses, properties or structures during the preceding twelve (12) months; or
- b. There have been two (2) or more situations at or associated with the business, ~~commercial or residential~~ establishment, use, property or structure of unsafe traffic or crowd control issues resulting in the request of emergency assistance or the need for law or code enforcement assistance from an emergency situation during the preceding twelve (12) months; provided, however, this does not include instances when traffic control or crowd control was requested in advance of a scheduled event pursuant to an issued permit or prior approval of law or code enforcement or governmental approval authority.
- c. There have been six (6) or more law or peace officer enforcement Computer Aided Dispatches (CAD), incident reports, citations, or search warrants executed, or a combination thereof, at a business, ~~commercial or residential~~ establishment, use, property or structure for any of the following during the preceding twelve (12) months:
 - i. Violation of any state or local alcohol law;
 - ii. Violation of any federal, state or local narcotics law;
 - iii. Violation of any state or local gun law;
 - iv. Assaults;
 - v. Crimes of violence against another person(s); or
 - vi. Crimes against property.

(c) **Criminal Enforcement. Penalties.** ~~Nuisances offending public decency, peace and order.~~

A person who erects, establishes, continues, maintains, uses, owns, occupies, leases, or releases, or serves as lessor or lessee of any building, ~~commercial or residential~~ establishment, use, property, structure or other place in such a way as to create a public nuisance shall be guilty of a misdemeanor and shall be subject to a fine not exceeding five hundred dollars (\$500.00) and imprisonment not exceeding thirty (30) days. Court costs are not included in any fine imposed by the court.

Each day any violation of this ordinance continues shall constitute a separate offense.

(d) Criminal Enforcement. Penalties.

The Richland County Sheriff’s Department shall enforce this ordinance with the consultation and concurrence of the County Administrator (“Administrator”). The Richland County Sheriff (“Sheriff”) and the County Administrator, acting jointly, may declare a business, ~~commercial or residential~~ establishment, use, property or structure, ~~whether commercial or residential~~, in violation of this ordinance a public nuisance, and the Sheriff or any Deputy Sheriff may enforce the provisions of this ordinance upon the declaration of a public nuisance as provided for herein by the Sheriff and the County Administrator by ~~—~~ uniform traffic ticket, or warrant or by any other lawful process.

(e)(d) Emergency Abatement. Automatic Business License Review.

If in declaring a public nuisance the Sheriff and the Administrator determine that there is imminent danger to the public from the continued operation of the nuisance business, ~~commercial or residential~~ establishment, use, property or structure, the Sheriff is hereby authorized to immediately undertake emergency abatement of the nuisance by securing, shuttering or closing the business, ~~commercial or residential~~ establishment, use, property or structure constituting or contributing to the nuisance to ensure that all business activity ceases. In so securing, shuttering or closing the business, ~~commercial or residential~~ establishment, use, property or structure, the Sheriff shall place or cause to be placed on the exterior of the business, ~~commercial or residential~~ establishment, use, property or structure a notice that provides: “It shall be unlawful for any person to enter this business, ~~commercial or residential~~ establishment, use, property or structure except with the express written permission of the Richland County Sheriff’s Department.” Permitted entry after securing, shuttering or closing may at the discretion of the Richland County Sheriff’s Department include inspection by federal, state or local government officials, inventory or retrieval of essential contents by the owner or lessee of the property, or similar circumstance. A business, ~~commercial or residential~~ establishment, use, property or structure secured, shuttered or closed pursuant to this ordinance shall not resume business operations until permitted under the circumstances of the appeal process set forth herein. This ordinance applies to licensed businesses as well as those businesses, ~~commercial or residential~~ establishments or uses that operate or attempt to operate without proper licensing.

(i) Emergency abatement as described herein triggers an automatic notification process and review of the Richland County business license(s) held by the business so abated. That review shall consist of the following:

(1) Upon the exercise of emergency abatement, the Sheriff shall immediately
~~—~~ In
the event the emergency abatement prescribed in this section is of an
~~—~~ establishment that
~~—~~ is required to have a Richland County business license to
~~—~~ lawfully operate, the Sheriff
~~—~~ shall within one (1) business day notify the
~~—~~ Administrator Business License Official of the securing,
~~—~~ shuttering or closing of ~~—~~ business pursuant to this ordinance.

(2) —The Administrator shall then immediately a) notify the Richland County
~~—~~ Business License Official (“License Official”) and b) give written notice to
~~—~~ County Council of the emergency abatement. Written notice as described herein
~~—~~ includes e-mail to County Council, unless Council directs a different medium of
~~—~~ notice.

(3) Within two (2) calendar days of notice of the securing, shuttering or closing
~~—~~ of a business through emergency abatement, the License Official shall determine
~~—~~ whether to suspend or revoke or to not suspend or revoke the business license(s)
~~—~~ for the business subject to the emergency abatement, pursuant to Richland County
~~—~~ Code of Ordinances, Chapter 16, Section 16-18.

(4) In all cases of an emergency abatement as described herein, and regardless of the License Official's determination pursuant to subsection (3), there shall be an automatic review of the License Official's determination by the Richland County Council ("Council") within seven (7) calendar days of that determination, or as soon thereafter as is practical, without the need for any party to request such review. This review shall constitute an automatic "appeal" of the matter, to be conducted in accordance with the provisions of subsection (e), "Appeals."

~~there is hereby an automatic review of the Business License Official's decision as~~ ~~set forth in subsection (f).~~ shall no later than three (3) business calendar days ~~from receipt of~~ notification from the Sheriff ~~Administrator~~ of the ~~declaration of a~~ public nuisance and the securing, shuttering or closing of the business, the ~~Business License Official shall determine whether or not to suspend the Richland County business license of the business or establishment that has been declared a~~ public nuisance. The decision of the Business License official shall be reviewed ~~by County Council within seven (7) calendar days or~~ revoke the secured, ~~shuttered or closed~~ business' license pursuant to Richland County Code of ~~Ordinances, Chapter 16, Licenses~~ and Miscellaneous Business Regulations.

~~In the event the Business License Official suspends or revokes the secured, shuttered or closed business' Richland County business license, the business shall remain secured, shuttered or closed until an appellate authority lifts the suspension or revocation. In the event the Business License Official does not suspend or revoke the secured, shuttered, or closed business' license, the Sheriff shall have the right to appeal such determination as set forth herein.~~

~~(f)~~(e) Appeals.

~~Anyone aggrieved by a decision of the Business License Official shall have the right to appeal to the Richland County Council within seven (7) days of service upon the aggrieved party of the decision of the Business License Official to suspend or revoke the business' license, or to not suspend or revoke the business' license.~~

~~Richland County Council's shall hold its appeal hearing within on any appeal timely filed pursuant to this section at its next regular or special called meeting; provided, however, that the Council shall not be required to schedule a special called meeting for the sole purpose of hearing an appeal pursuant to this ordinance. The hearing procedure shall be as follows:~~

(i) Record on Appeal. The record on appeal shall consist of all documents relevant to the business' license(s) and the suspension or revocation thereof as submitted by the License Official and the license holder of the abated business, as well as those documents the parties to the appeal intend to submit for Council's consideration. The party appealing shall be responsible for submitting the record on appeal to the Clerk of Council for inclusion in the agenda for the meeting in which the appeal is to be held. Failure to meet the agenda deadline shall result in the appeal not being heard until the next regular or special called meeting in which the Appellant timely submits the record on appeal; provided, however, that Council may waive this requirement of timeliness in its discretion.

(ii) Order of Presentation. The License Official The Appellant's case shall be presented first. The Appellant shall have up to fifteen (15) minutes to

_____ present relevant, appropriate and non-cumulative testimony. Witnesses, including those from the Richland County Sheriff's Department, may be ~~ec~~called, but no _____ witness shall be ~~subject~~ to questioning from the opposing party. ~~Council may~~ _____ question any ~~witnesses~~.

(iii)

The Business subject to emergency abatement Respondent's case shall then _____ be presented. The Respondent shall have up to fifteen (15) minutes to present _____ relevant, appropriate and non-cumulative testimony. Witnesses may be called, _____ but no witness shall be subject to questioning from the opposing party. Council _____ may question any witnesses.

~~As the party bearing the burden on appeal, the Appellant shall then have up to five (5) minutes for rebuttal.~~

(iv) The time periods set forth herein may be enlarged at Council's discretion. _____ Neither party is required to use all of that party's time as allotted.

(v) The Chair of County Council shall preside over the appeal, and shall rule on _____ objections or matters of parliamentary inquiry, and in so doing may consult with _____ the Council parliamentarian. The rules of evidence during the appeal shall be _____ relaxed, although irrelevant, immaterial or cumulative testimony or evidence is _____ discouraged and may be ruled out of order by the Chair.

(vi) Neither party shall have the right to cross examine any witnesses or speakers _____ during the appeal, but rather the appeal shall consist of the argument of the parties _____ or their representative(s), and any witnesses that party desires to include in its _____ presentation.

(vii) The Council shall conduct any deliberations on the appeal and shall render _____ its decision in open session. Nothing in this section prohibits County Council _____ from taking a recess, or from entering into executive session as provided for _____ pursuant to the South Carolina Freedom of Information Act, provided that during _____ such recess or executive session, the merits of the appeal are not discussed.

(viii) A decision rendered by County Council pursuant to this ordinance shall _____ constitute a final decision of the County.

(g)(f) **Remedies not exclusive.**

The provisions of this ordinance are in addition to, and not in lieu of, any other enforcement provision or process permitted by law. Nothing in this ordinance supplants, alters, or limits a statutory or common law right of a person to bring an action in court or the right of Richland County to prosecute a person for the establishment of a nuisance.

Richland County Code of Ordinances, Chapter 16, Licenses and Miscellaneous Business Regulations, Section 16-18, is hereby amended as follows:

Section 16-18. Suspension or Revocation.

When the License Official determines that:

- (a) a license has been mistakenly or improperly issued or issued contrary to law; or
- (b) a licensee has breached any condition upon which the license was issued or has failed to comply with any provision of this article; or
- (c) a licensee has obtained a license through a fraud, misrepresentation, a false or misleading statement, evasion or suppression of a material fact in the license application;
- (d) a Licensee or person in control of the business is delinquent in the payment to the County of any tax or fee (if not on a payment plan in good standing for that tax or fee); or

(e) within five years from the date of application, a Licensee or the person in control of the business has been convicted of any crime(s) or offense(s) under South Carolina Code of Laws, Title 16, Crimes and Offenses, Chapter 13, Forgery, Larceny, Embezzlement, False Pretenses and Cheats; Chapter 14, the Financial Transaction Card Crime Act; or South Carolina Code of Laws, § 39-15-1190, Sale of Goods or Services with a Counterfeit Mark; or the same crime or offense in another jurisdiction; or

(f) within five years from the date of application, the applicant, Licensee or prior Licensee or the person in control of the business has been convicted of any crime(s) or offense(s) relative to the operation of a sexually oriented business as provided for in the Richland County Code of Ordinances; or the same crime or offense in another jurisdiction; or

(g) a Licensee or person in control of the business has engaged in an unlawful activity related to the business or to a similar business in the County or in another jurisdiction; or

(h) the business activity for which a license was obtained has proven to be a public nuisance as determined by a court of law; or

(i) the business has proven to be a public nuisance as determined by a court of law or pursuant to Richland County Code of Ordinances, Chapter 18, Offenses, Section 18-7, Public Nuisances;

Except for licenses suspended or revoked pursuant to 16-18(i), the License Official shall give written notice of intent to suspend or revoke to the licensee or the person in control of the business within the County by personal service or certified mail stating the License Official's basis for suspension or revocation and setting forth a date and time for a hearing before the Business Service Center Appeals Board for the purpose of determining whether the license should be suspended or revoked. The hearing shall be held within thirty (30) days from the date of service of the notice. A licensee who received proper notice yet fails to appear or defend at the suspension or revocation hearing waives his or her right to contest the revocation.

In cases of a license suspended or revoked pursuant to 16-18(i) which results in the securing, shuttering or closing of an establishment that is required to have a business license, the process set forth in Richland County Code of Ordinances, Chapter 18, Offenses, Subsection 18-7(e), Public Nuisances, shall be the exclusive appeal remedy.

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

SECTION V. Effective Date. This ordinance shall be effective from and after _____, 2019.

RICHLAND COUNTY COUNCIL

BY: _____
Paul Livingston, Chair

ATTEST THIS THE ____ DAY

OF _____, 2019.

Kimberly Williams-Roberts
Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

Richland County Council Request for Action

Subject:

Bulk Item Collection Procedure

Notes:

March 26, 2019 – The Committee recommended Council accept staff's recommendation to maintain the status quo method of requesting bulk item pick up service by making an appointment through Solid Waste.



Briefing Document

Agenda Item

Bulk Item Collection Procedure

Background

This is a follow up report on the implementation of the proposed Bulk Item Collection Procedure based on a series of community meetings conducted throughout the County between July and October 2018.

Bulk items are items that are too large to fit into roll carts and cannot be collected with the regular garbage collection. Examples of bulk items are furniture, appliances, mattresses, swing sets, bicycles, and lawn mowers. Currently, bulk items are collected by appointment only. Residents are required to call the County to schedule the pickup.

Bulk items make up the majority of the solid waste service requests received by the Ombudsman's Office and the Solid Waste & Recycling Division. During some months, there are over 900 called requests for bulk item pickup. In an effort to make the collection of bulk items more customer friendly and reduce the number of calls to the Ombudsman's Office, the previous County Administrator directed the formation of a Bulk Item Situation Team to develop an easier way for residents to dispose of bulk items. The situation team proposed the following:

- Haulers will collect bulk items from the curbside every other week on the same day as yard waste collection, alternating with recycling week;
- The number of bulk items collected shall be limited to four (4) items each collection day; and,
- The items must be able to be handled and lifted by human power.

The proposal was discussed by the Richland County Council at their Special Called Meeting on July 10, 2018. The County Council voted to postpone implementation of the proposed bulk item process until staff conducted meetings with residents to receive their opinions regarding the proposed change.

The Solid Waste & Recycling (SWR) Division staff, with assistance and support from the Public Information Office (PIO), held a series of "Talkin' Trash" community meetings throughout Richland County and discussed all aspects of the Solid Waste and Recycling Program, including the proposed changes to the bulk item collection.

Issues

An overwhelming majority (almost 96%) of the residents who attended the meetings and voiced their opinions preferred the current method for bulk item collection. Residents were concerned about items possibly remaining on the curb for up to two weeks if the item was placed out late on the collection day. Haulers were concerned about the unknown quantity of items that would have to be collected every other week, if their trucks would have the capacity to collect unknown quantities of items, and if they would be able to complete their routes on time.

Fiscal Impact

None.

Past Legislative Actions

None.

Alternatives/Solutions

1. Proceed with the method of bulk item pick-up service suggested by the former County Administrator and the Situation Team, or
2. Maintain the status quo method of requesting bulk item pick up service by making an appointment through the Solid Waste and Recycling Division.

Staff Recommendation

Staff recommends maintaining the status quo method of requesting bulk item pick up service by making an appointment through the Solid Waste and Recycling Division.

Motion Requested

Move to accept staff recommendation to maintain the status quo method of requesting bulk item pick up service by making an appointment through the Solid Waste and Recycling Division and forward it to County Council.

Submitted by: Department of Public Works – Solid Waste Division

Richland County Council Request for Action

Subject:

Affordable Housing Development Project

Notes:

March 26, 2019 – The Committee recommended Council approve the request to award HOME funds to SC Uplift Community Outreach in the amount not to exceed \$137,145 for the construction of an affordable housing unit.



Briefing Document

Agenda Item

Affordable Housing Development Project

Background

Staff requests the County Council's approval to award Federal HOME Investment Partnership funds in the amount of \$137,145.00 to South Carolina Uplift Community Outreach (SC Uplift) for construction of a single family dwelling at 4221 Shorecrest Drive, Columbia, SC 29209 within the Bluff Estates subdivision, County Council District 10. SC Uplift, the developer for this project, became a County designated Community Housing Development Organization (CHDO) in 2009. The end use is an affordable, smart home, rental unit for a senior citizen whose income is 60% or below the area median income (AMI). AARP is investing \$10,000 for this smart home design that includes telemedicine, safety features, and handicapped accessibility which will allow an elderly person to age in place.

In accordance with the provisions of HUD 24 CFR Part 92, South Carolina Uplift Community Outreach submitted a proposal and request for funding through a competitive procurement process during the 2017/18 CHDO funding cycle. The award of funds to the CHDO was delayed pending the completion of the reconstruction of a single-family dwelling in the Trenholm Acres/New Castle Master Plan area. The project was completed November 2018. Further, HUD requires a minimum 15% of the annual HOME Investment Partnership Funds received by the County be awarded to CHDOs for the development of affordable housing units that will serve households that are 80% and below the area median income.

Issues

The project will count toward the Assessment of Fair Housing goal to create 1000 units of affordable housing by year 2021. There are no anticipated issues that will prohibit completion of the project. The developer has purchased the site, and the Phase I Environmental Review is complete.

Fiscal Impact

All HOME Investment Partnership funds are issued by the US Department of Housing Urban Development grant, managed by the Community Development Division. There is no fiscal impact to the County's General Fund.

Past Legislative Actions

None.

Alternatives/Solutions

1. Approve the request to award HOME funds to SC Uplift Community Outreach in the amount not to exceed \$137,145.00 for the construction of an affordable housing unit; or
2. Do not approve the request to award to SC Uplift Community Outreach. If the Council does not approve, the County must solicit proposals for affordable housing development and commit funds to a project by May 2019 or risk losing 15% of 2017 HOME funds.

Staff Recommendation

Staff recommends approval of request to award HOME funds in the amount of \$137,125.00 to South Carolina Uplift Community Outreach.

Motion Requested

I move to accept staff's recommendation to award HOME funds in the amount of \$137,125.00 to South Carolina Uplift Community Outreach and forward it to County Council.

Attachment

1. Contractual agreement

Submitted by

Valeria Davis, Manager, Community Development Division

The Agreement can be terminated by either party, in writing, within (14) day notice to the other party. At the time of termination the unit must be rented and all HOME funds awarded must be dispersed and drawn down.

SECTION II – AWARD

The COUNTY reserved a total of One Hundred Thirty-Seven Thousand, One Hundred Forty-Five Dollars and Zero Cents (\$137,145.00) for the OWNER (designated CHDO) to perform the scope of work described throughout this Agreement. By executing this Agreement, the COUNTY agrees to award said amount as a grant to the OWNER. The award is subject to the terms and conditions of this Agreement, applicable laws, regulations and all other Federal and County requirements now or hereafter in effect.

1. Disbursement of Funds: The COUNTY will reimburse the OWNER for project related expenditure with HOME funds up to One Hundred Thirty Seven Thousand One Hundred Forty Five Dollars and Zero Cents (\$137,145.00). This amount is based on project budget submitted with project proposal. Request for reimbursement must occur every ninety days or less from the start date of this AGREEMENT. Pay requests must include a cover letter detailing services rendered supported by documentation such as inspection reports, invoices, receipts and itemized bills.

SECTION III – BUDGET SUMMARY

| | Owner Equity | AARP | RC Grant | Total Cost |
|-------------------|--------------|-------------|--------------|---------------|
| Acquisition | \$6,000.00 | | | \$ 6,000.00 |
| Construction | | \$10,000.00 | \$117,989.00 | \$ 127,989.00 |
| Professional Fees | | | \$ 15,600.00 | \$ 15,600.00 |
| Interim Costs | | | \$ 281.00 | \$ 281.00 |
| Soft Cost | | | \$ 3,275.00 | \$ 3,275.00 |
| Operating/Dev Fee | | | 00.00 | 0 |
| | \$6,000.00 | \$10,000.00 | \$137,145.00 | \$ 153,145.00 |

Detailed Development Cost presented Attachment B.

SECTION IV - AFFORDABILITY

OWNER will ensure that HOME assisted unit is in compliance with HOME Rule 24 CFR 92.252 and 254(a)(5)(i). Each unit must remain affordable for rental occupancy for an affordability period of twenty (20) years. Affordability period will begin at time of initial occupancy.

| Affordability Period for Rental Projects | | |
|---|-----------------------|------------------------------|
| ACTIVITY | AVERAGE PER-UNIT HOME | MINIMUM AFFORDABILITY PERIOD |
| Rehabilitation or Acquisition of Existing Housing | <\$15,000 | 5 years |
| | \$15,000 - \$40,000 | 10 years |
| | >\$40,000 | 15 years |
| Refinance of Rehabilitation PROJECT | Any dollar amount | 15 years |
| New Construction or Acquisition of New Housing | Any dollar amount | 20 years |

SECTION V-PROJECT SCOPE OF WORK/REQUIREMENTS AND CONDITIONS:

OWNER, in close coordination with the COUNTY, shall perform all professional services (WORK) in full compliance with the terms of this AGREEMENT. The PROJECT is subject to the Federal requirements found in the HOME Investment Partnership Program Final Rule 24 CFR Part 92 Subparts F, G, H.

OWNER of the PROJECT will carry out the WORK necessary to provide decent, safe and sanitary rental housing. The housing units will meet county residential building codes, ordinances and zoning requirements applicable to new

_____/_____/initials

construction. OWNER will also comply with established mandatory design criteria specified in Attachment J - Special Provisions to guarantee that all major systems meet minimal requirements through the duration of the affordability period.

As a condition of this AGREEMENT the OWNER, must build the unit to meet the accessibility and usability requirements to accommodate a disabled person that depends on a wheelchair as defined at 24 CFR part 8 in compliance with Section 504 of the Rehabilitation Act of 1973 (implemented at 24 CFR Part 8).

OWNER must complete and receive approval of a site specific environmental assessment. The owner will identify environmental impacts and adhere to historic preservation as needed and lead based paint requirements found at 24 CFR part 35.

OWNER will obtain all necessary permits, licenses and inspections required by county, state and federal regulations.

OWNER will implement the strategies outlined in the OWNER Marketing Plan submitted with the proposal (ATTACHMENT A) and perform the WORK necessary to affirmatively market each unit for the purpose of attracting persons that meet HUD income eligibility requirements without regard to race, color, national origin, sex, religion, familial status or disability.

OWNER will obtain a copy of the area neighborhood association’s By-Laws and the OWNER will adhere to the rules and regulations set forth, including but not limited to, the payment of regime, annual dues or assessment fees.

OWNER will provide monthly progress reports due the 30th of each month as found in Attachment H – Progress Report Form to the COUNTY including budget amendments and narrative during the construction and thru the occupancy phase. Thereafter, the OWNER will provide annual reports to the COUNTY throughout the affordability period.

The aforementioned WORK tasks will be performed in the manner described in the OWNER’S proposal, received by the COUNTY on or before April 2018 and is incorporated herein by reference (Attachment A). This AGREEMENT will expire on or before March 30, 2020, unless a change of date has been approved in writing and signed by both the COUNTY and the OWNER.

The following is a table of expectations by the COUNTY to be completed between April 1, 2019 and March 30, 2020. Additional affordability monitoring is also required (see below).

| MILESTONES | TARGET DATES |
|---|-----------------------|
| Site Specific Environmental Review & Approval | Completed |
| AGREEMENT execution target date | March 26, 2019 |
| Bidding Process | April - June |
| Contractor selection and construction start. | July 2019 |
| Monthly Progress Reports Begin | July 2019 |
| Marketing Begins | November 2019 |
| Complete construction | November 2019 |
| Tenant occupancy #1 | February 2020 |
| Annual Progress Reporting | March 2021- thru 2041 |

SECTION VI – GENERAL ADMINISTRATION

OWNER agrees to comply with all requirements of the HOME Program as stated in 24 CFR Part 92, including but not limited to the following:

_____/_____/initials

- A. HOME PROJECT funds will not be advanced, and no costs can be expended until the OWNER completes a site specific environmental assessment and review for each site as required under 24 CFR Part 58. The OWNER will adhere to the conditions of the Environmental Assessment to be provided to the COUNTY prior to The Work. and the OWNER will submit a report to include mitigation actions taken and/or details of PROJECT modifications if so required.
- B. OWNER must comply with 24 CFR Part 92.206 and ensure that all expenditures are spent in compliance with the requirements at 24 CFR 92.206 Eligible PROJECT Cost, associated with the new construction of 4221 Shorecrest Dr., Columbia, SC 29209.
- C. OWNER shall be reimbursed actual, necessary, reasonable, and verifiable costs incurred 6 months prior to and after the execution of this AGREEMENT. At no time shall such costs include unabsorbed overhead or anticipatory profit, nor shall such costs exceed the total price of any individual supplement without written approval by the COUNTY.
- D. OWNER must adhere to Lead Based Paint Requirements as found in 24 CFR 92.355 and 24 CFR Part 35. The OWNER will procure a Lead Based Paint (LBP) assessment of units constructed prior to 1978 to determine the presence of LBP. Where LBP is found, the OWNER must abate before repair work begins.
- E. This PROJECT is subject to HOME rental regulations found at 24 CFR Part 92 Subpart F – PROJECT Requirements. The OWNER will target families whose income is 60% (very low) or below area median income. Monthly rents and utilities should not exceed 30% of annual gross household income.

Public Housing Authority utility allowance calculations must be used for tenants with Section 8 Rental Assistance and OWNER must verify average utility cost before rent amount is determined.

OWNER will take steps to maintain compliance with HOME rent and occupancy requirements should a tenant’s income increase above 80% of the area median income. Terms of rent adjustments must be clearly stated within the lease AGREEMENT.

**2018 HOME PROGRAM RENT LIMITS
Columbia, SC HUD Metro FMR Area**

| Program | Efficiency | 1BR | 2BR | 3BR | 4BR | 5BR | 6 BR |
|----------------------|------------|-----|-----|------|------|------|------|
| Low HOME Rent Limits | 605 | 656 | 787 | 908 | 1013 | 1118 | 1223 |
| High HOME Rents | 605 | 776 | 891 | 1148 | 1261 | 1373 | 1485 |
| Fair Market Rent | 605 | 776 | 891 | 1173 | 1456 | 1674 | 1893 |

- F. The OWNER will ensure that the occupant of the HOME-assisted unit is HOME income eligible. OWNER will certify family size and annual household income by examining at least 3 months income sources (e.g., written wage statements, interest statements and unemployment compensation statements, child support statements) for the household. The OWNER will maintain a record of beneficiary information pertaining to size, racial characteristics, and the presence of female head of household in order to determine low and moderate-income benefit in a cumulative and individual manner. Income documentation shall be in a form consistent with HOME requirements as stated in the HUD Income Guideline Under the HOME Program specified in Attachment C and Attachment F – HOME Final Rule.

**2018 HOME INCOME LIMITS
Columbia, SC MSA (Richland County)**

| Program | 1 Person | 2 | 3 | 4 | 5 | 6 | 7 | 8 |
|----------------|-----------------|----------|----------|----------|----------|----------|----------|----------|
| 30% Limits | 14,700 | 16,800 | 18,900 | 20,950 | 22,650 | 24,350 | 26,000 | 27,700 |
| 50% Limits | 24,500 | 28,000 | 31,500 | 34,950 | 37,750 | 40,550 | 43,350 | 46,150 |
| 60% Limits | 29,400 | 33,600 | 37,800 | 41,940 | 45,300 | 48,660 | 52,020 | 55,380 |
| 80% Limit | 39,150 | 44,750 | 50,350 | 55,900 | 60,400 | 64,850 | 69,350 | 73,800 |

- G. In the selection of occupants for PROJECT unit, OWNER shall comply with all non-discrimination requirements of 24 CFR 92.350. The OWNER will implement affirmative marketing procedures as required by 24 CFR 92.351.
- H. Properties that are occupied at time of acquisition or leading up to the acquisition are ineligible for purchase under this AGREEMENT. The COUNTY will not fund displacement or relocation.
- I. OWNER will execute a written lease with all tenants for a period not less than one year unless by mutual AGREEMENT between the tenant and the OWNER for a shorter period. The lease may not contain any provision that release the OWNER of responsibility for the unit or cause a burden to the tenant including but not limited to:
 - AGREEMENT by the tenant to be sued, to admit guilt or to a judgment in favor of the owner in a lawsuit brought in connection with the lease;
 - AGREEMENT by the tenant that the OWNER may take, hold, or sell personal property of household members without notice to the tenant;
 - AGREEMENT by the tenant not to hold the OWNER responsible for any action or failure to act, whether intentional or negligent;
 - AGREEMENT by the tenant to pay legal costs; and
 - An OWNER may not terminate the tenancy or refuse to renew the lease except for serious or repeat violation of the terms and conditions of the lease.
- J. OWNER shall assure compliance with 24 CFR 92.251 as it relates to Property Standards, Housing Quality Standards (HQS) and Fair Housing standards under 24 CFR 92.251(a)(3) as applicable. The unit must meet handicap livability requirement serving at least one or more disabilities (24 CFR Part 8 which implements Section 504 of the Rehabilitation Act of 1973).
- K. The OWNER agrees to establish restrictions that safeguard the appearance of the structure and parcel of land associated with the unit. Annual onsite inspections are required by the OWNER. The COUNTY will also perform periodic onsite inspections throughout construction and during the affordability period.
- L. The COUNTY will monitor OWNER for compliance with 24 CFR 92 HOME Investment Partnership Program and all of its parts for the duration of the 20 year affordability period. OWNER will maintain records, provide reports annually and shall provide access to PROJECT files as requested by the COUNTY for a minimum of 10 years.

SECTION VII - CHDO PROVISIONS

OWNER will maintain CHDO status for the term of this PROJECT AGREEMENT and through the affordability in accordance with 24 CFR 92.2 Community Housing Development Organization. OWNER agrees to provide information annually as requested by the COUNTY to document its continued compliance including but not limited to an annual board roster and certification of income for each member of the board.

SECTION VIII - PROCUREMENT STANDARDS

OWNER will establish procurement procedures that ensure to the greatest extent possible fair and equitable employment and economic development opportunities generated by this AGREEMENT are directed toward low and very low income persons. Advertisements and bid documents must include a HUD Section 3 clause specified in Attachment E – Section 3) as these requirements transfer to subcontractors.

OWNER'S procurement procedure must include procedures to ensure that materials and services are obtained in a cost-effective manner. When procuring for services to be provided under this AGREEMENT, OWNER shall comply at a minimum with the non-profit procurement standards at OMB Circular A-110 as implemented through 24 CFR 84.40 - 48.

OWNER will seek competitive bids, use written AGREEMENTs clearly detailing the WORK to be completed; keep records of all transactions and maintain a quality assurance system for goods and services expected.

OWNER will make and document every attempt to contract where feasible with small and minority firms and eligible Minority Business Enterprise and Labor Surplus areas. Section 3 Business list can be found under Attachment E

SECTION IX - CONFLICT OF INTEREST

OWNER warrants and covenants that it presently has no interest and shall not acquire any interest, directly or indirectly, which could conflict in any manner or degree with the performance of its services hereunder. OWNER further warrants and covenants that in the performance of this contract, no person having such interest shall be employed.

HOME conflict of interest provisions, as stated in 24 CFR 92.356, apply to the award of any contracts under the AGREEMENT and the selection of tenant households to occupy HOME-assisted unit. No employee, agent, consultant, elected official, or appointed official of OWNER may obtain a financial interest or unit benefits from a HOME-assisted activity, either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter. This prohibition includes any interest in any contract, subcontract or AGREEMENT with respect to this HOME-assisted PROJECT or program administered by OWNER or the proceeds herein.

This prohibition does not apply to an employee or agent of OWNER who occupies a HOME-assisted unit as the on-site PROJECT manager or maintenance worker. In addition, no member of the COUNTY, the United States Congress, official or employee of HUD shall be permitted to receive or share any financial or unit benefits arising from the HOME-assisted PROJECT or program. Prior to the implementation of the HOME-assisted activity, OWNER may request exceptions to stated provisions in writing. OWNER must demonstrate and certify that the policies and procedures adopted for the activity will ensure fair treatment of all parties, and that the covered persons referenced in this policy will have no inside information or undue influence regarding the award of contracts or benefits of the HOME assistance. The COUNTY may grant exceptions by request as permitted by 24 CFR Part 92.356, 24 CFR Part 85.36, and as applicable.

SECTION X - LABOR, TRAINING & BUSINESS OPPORTUNITY

OWNER agrees to comply with the federal regulations that govern training, employment and business opportunities as follows:

- A. It is agreed that the WORK performed under this AGREEMENT is a PROJECT assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701 U, as well as any and all applicable amendments thereto. HUD Section 3 specified in Attachment E – Section 3 requires that, to the greatest extent feasible, opportunities for training and employment be given to low and moderate income residents of the PROJECT area and those contracts for WORK in connection with the PROJECT be awarded to business concerns which are located in, or owned in substantial part by persons residing in the PROJECT area.

- B. OWNER shall voluntarily comply with the provisions of HUD Section 3 regulations issued by the Secretary of Housing and Urban Development and stated in 24 Code of Federal Regulations including all applicable rules, orders and amendments prior to the execution of this AGREEMENT and during the term of this contract, when and where possible during the construction phase. OWNER certifies and agrees that it is under no contractual or other obligation, which would prevent it from complying with these requirements as well as any and all applicable amendments thereto.

- C. OWNER will include HUD Section 3 and Minority Business Enterprise provisions in all advertisements and written bid requests and in every subcontract for work in connection with the PROJECT and will, at the direction of the COUNTY, take appropriate action upon a finding that a subcontractor has misrepresented itself in violation of Federal regulations. OWNER will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 Code of Federal Regulations and will not contract with a subcontractor without receipt of a preliminary statement of ability to comply with these requirements as well as with any and all applicable amendments thereto.

- D. Compliance with the provisions of HUD Section 3 specified in Attachment E – Section 3, the regulations set forth in 24 Code of Federal Regulations and all applicable rules and orders of the COUNTY and HUD issued prior to the execution of the AGREEMENT, shall be a condition precedent to federal financial assistance being provided to the PROJECT, as well as a continuing condition, binding upon the applicant or recipient for such assistance, its successors, and assigns. Failure to fulfill these requirements shall subject OWNER and subcontractors, its successors, and assigns to those sanctions specified by 24 Code of Federal Regulations as well as with any and all applicable amendments thereto.

SECTION XI - GENERAL CONDITIONS

- 1. All notices or other communication which shall or may be given pursuant to this AGREEMENT shall be in writing and shall be delivered by personal service, or by registered mail addressed to the other party at the address indicated herein or as the same may be changed from time to time. Such notice shall be deemed given on the day on which personally served; or if by mail, on the fifth day after being posted or the date of actual receipt, whichever is earlier.

Richland County Government
 Community Development
 2020 Hampton Street, Suite 3063
 Columbia, SC 29204
 Contact: Jocelyn Jennings, Community Development Coordinator
 (803) 576-2055

South Carolina Uplift Community Outreach
 5338 Ridgeway Street
 Columbia, SC 29203
 Contact: Kevin Wimberly, President/CEO
 (803) 691-4742

- 2. Title and paragraph headings are convenient reference and are not a part of this AGREEMENT.

- 3. In the event of conflict between the terms of this AGREEMENT and any terms or conditions contained in any attached documents, the terms in this AGREEMENT shall rule. No waiver or breach of any provision of this AGREEMENT shall constitute a waiver of a subsequent breach of the same or any other provisions hereof, and no waiver shall be effective unless made in writing.

4. OWNER shall comply with the provisions of the Copeland Anti-Kick-Back Act (18 U.S.C. 874) as supplemented in the agency of Labor Regulations (29 CFR Part 3) as amended.
5. OWNER shall comply with the provisions of sections 103 and 107 of the Contract Work Hours and Safety Standard Act (40 U.S.C. 327-330) as well as the Labor Regulations found at 29 CFR, Part 5 as amended.
6. OWNER further warrants and agrees to include or cause to be included, the criteria and requirements of paragraphs (D) and (E) of sections 103 and 107 of the Contract Work Hours and Safety Standard Act in every nonexempt subcontract. OWNER also agrees to take such action as the federal, state, or local government may direct to enforce aforesaid provisions.
7. The AGREEMENT shall be binding upon the parties hereto, their heirs, and executors, legal representative, successors and assigns.
8. OWNER and its employees and agents shall be deemed as independent contractors, and not agents or employees of the COUNTY, and shall not attain any rights or benefits under the civil service or pension ordinances of the COUNTY, or any rights generally afforded classified or unclassified employees. Further, they shall not be deemed entitled to compensation benefits as an employee of the COUNTY.
9. Funding for this AGREEMENT is contingent on the availability of funds and continued authorization for program activities and is subject to amendment or termination due to lack of funds, or authorization, reduction of funds, and/or change in regulations, proposed PROJECT and/or budget commitments.
10. No official or employee of the COUNTY shall participate personally through decision, approval, disapproval, recommendation, the rendering of advice, investigation, or otherwise in a proceeding, application, request for a ruling or other determination, contract, grant cooperative AGREEMENT, claim, controversy, or other particular matter in which these funds are used, where to his/her knowledge he/she or her/his immediate family, partners, organization, other than a public office in which she/he is serving as an officer, director, trustee, partner, or employee or any person or organization with which he/she is negotiating or has any arrangement concerning prospective employment, has a financial interest.
11. AMENDMENTS: All amendments to and interpretations of this AGREEMENT shall be in writing. Any amendment or interpretations that are not in writing shall not legally bind the COUNTY and or its agents. The OWNER is responsible for acknowledgement of receipt of amendments either by signing and returning one (1) copy of the amendment or by letter.
12. ASSIGNMENT OF AGREEMENT: The OWNER is not authorized to assign, sublet, or transfer any portion of this AGREEMENT without prior written consent of the COUNTY.
13. CHANGES: OWNER is not authorized to make PROJECT changes without prior written permission from the COUNTY. The COUNTY will not compensate OWNER for any work or service provided that has not been approved in writing.

The OWNER has the option to convert a rental unit to a homeownership unit by selling a unit to the existing tenant in accordance with the requirements of 24 CFR 92.255 – Converting rental units to homeownership units for existing tenants. However, the OWNER cannot make ownership a condition of the lease AGREEMENT.

If no additional HOME funds are used to enable a tenant to become a homeowner, the homeownership unit is subject to the remaining affordable period as if the units continued as rental units. If additional HOME funds are

used to directly assist a tenant to become a homeowner, the period is based on the amount of direct assistance as stated under §24 CFR 92.255. OWNER must use HOME proceeds from a sale to pay any outstanding loan balance associated with this AGREEMENT. Any remaining proceeds from the sale of unit should be kept by the OWNER and must be used for HOME eligible activities.

OWNER guarantees tenants interested in homeownership will receive homebuyer counsel related to livability, credit repair, asset management, and property maintenance. The OWNER must document the buyer's receipt of homebuyer services.

The OWNER will document the homebuyer's knowledge of the HOME affordability and resale requirements prior to purchase/occupancy. An income eligible homebuyer must be made aware and agree to the Federal requirements.

- a) Occupancy: The home will be occupied as the principle residence of the homebuyer and the buyer/occupant annual gross household income will not exceed 80% of the median income for the area at time of occupancy.
- b) Purchase Price: The OWNER will ensure that the purchase price not exceed 95% of the median purchase price for the area (CFR 92.254 (a)(2))
- c) Resale: If during the affordability period the homebuyer decides to move or sell the unit, the homebuyer must agree to sell the unit to an income eligible buyer who plans to occupy the unit as their principle residence (92.254 (a)(5)).

14. COMPLETE DOCUMENTS: Plans, specifications, and all supplementary documents are essential parts of this AGREEMENT and requirements occurring in one are as binding as though occurring in all.

15. CONTRACT ADMINISTRATION: The Contracting Officer shall have the authority to act on behalf of the COUNTY to make binding decisions with respect to this AGREEMENT. Questions or problems arising after award of this contract shall be directed to the Director of the Community Development Department, 2020 Hampton Street, Suite 3063, Columbia, South Carolina 29204. The initial term of this contract shall be twelve months (12). In addition, this PROJECT is subject to ongoing compliance requirements of HOME through the affordability period of 20 years. OWNER will assure continued compliance with HOME requirements. Timely completion of the WORK specified in this AGREEMENT is an integral and essential part of performance. The expenditure of HOME funds is subject to Federal deadlines and could result in the loss of the Federal funds. By the acceptance and execution of this AGREEMENT, it is understood and agreed by OWNER that the PROJECT will be completed as expeditiously as possible and that the OWNER will make every effort to ensure that the PROJECT will proceed and will not be delayed. Failure to meet these deadlines can result in cancellation of this contract and the revocation of HOME funds.

OWNER shall cause appropriate provisions to be inserted in all contracts relative to the WORK tasks required by this AGREEMENT, in order to ensure that the PROJECT will be completed according to the timetable set forth. It is intended that such provisions inserted in all subcontracts be, to the fullest extent permitted by law and equity, binding for the benefit of the COUNTY and enforceable by the COUNTY against OWNER and its successors and assigns to the PROJECT or any part thereof or any interest therein.

In the event OWNER is unable to meet the above schedule or complete the above services because of delays resulting from Acts of God, untimely review and approval by the COUNTY and other governmental authorities having jurisdiction over the PROJECT, or other delays that are not caused by OWNER, the COUNTY shall grant a reasonable extension of time for completion of the WORK. It shall be the responsibility of the OWNER to notify the COUNTY within five business days of knowing that a delay is anticipated or experienced, and to inform the COUNTY of all facts and details related to the delay.

16. OWNER'S QUALIFICATIONS: OWNER must be regularly established in the business called for, and executing

this AGREEMENT certifies that the OWNER is physically and financially sound, capable and responsible having the ability and experience through supervised personnel to complete this contract. OWNER certifies that they are able to render prompt and satisfactory service in the volume called for under this AGREEMENT.

COUNTY can make such investigation, as necessary to determine the ability of the OWNER to perform the WORK. The OWNER shall furnish to the COUNTY all such information and data as the COUNTY may request, including, if requested, a detailed list of the equipment which the OWNER proposes to use, and a detailed description of the method and program of the WORK he proposes to follow. The COUNTY reserves the right to terminate, if at any time throughout the term of this AGREEMENT the OWNER fails to meet all requirements or fails to carry out the obligations of the AGREEMENT and to complete the WORK agreed on therein.

17. OWNER'S RESPONSIBILITY: The OWNER certifies that it has fully acquainted himself/herself with conditions relating to the scope, and restrictions attending the execution of the WORK under the conditions of this AGREEMENT. Failure or omission of OWNER to acquaint himself/herself with existing conditions shall in no way relieve the OWNER of any obligation with respect to this AGREEMENT.
18. COUNTY'S RESPONSIBILITY: The COUNTY shall furnish OWNER with the following services and information from existing COUNTY records and COUNTY files:
 - The COUNTY will provide information regarding its requirements for the PROJECT.
 - The COUNTY will provide any changes in HOME regulations or program limits that affect the PROJECT, including but not limited to income limits, property value limits and rent limits.
 - The COUNTY will conduct progress site inspections of WORK completed to protect its interests as funder/lender and regulatory authority for the PROJECT, and will provide information regarding any progress inspections or monitoring to assist it in ensuring compliance.
 - The COUNTY will review and approve the WORK that will relate only to overall compliance with the general requirements of this AGREEMENT and HOME regulations, and all COUNTY regulations and ordinances.
 - The COUNTY will make available the most current County wide environmental, Annual Action Plan and Consolidated Plan.
 - The County will execute a Loan AGREEMENT/Restrictive Covenants at the close of this AGREEMENT as the means of enforcing affordable housing requirements and compliance with the terms of this AGREEMENT.
 - Nothing contained herein shall relieve the OWNER of any responsibility as provided under this AGREEMENT.
19. COVENANTS AGAINST CONTINGENT FEES: The OWNER warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an AGREEMENT or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the OWNER for the purpose of securing business. For breach or violation of this warranty, the COUNTY shall have the right to annul this contract without liability or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.
20. NONCOMPLIANCE AND RECAPTURE: In case of non-compliance with this AGREEMENT or dissolution of business, the COUNTY reserves the right to recapture its investment by taking ownership of properties and collection of all rent payments made during the affordability period charging OWNER with any excessive costs. Should such charges be assessed, no subsequent proposals of the defaulting OWNER shall be considered until the assessed charges have been satisfied.

_____/_____/initials

Proceeds generated from rents will be recorded and use of funds documented. A financial report will be provided to the COUNTY annually throughout the affordability period. **The OWNER must notify the COUNTY of intent to sell or dispose of property during the affordability period. The OWNER must assure that the price at resale provides a fair return on investment (including capital improvements). If the property is sold during the affordability period, the OWNER will use HOME proceeds for HOME eligible affordable housing development.**

21. DOCUMENTATION AND PROJECT COMPLETION: Upon completion of the PROJECT, OWNER shall furnish, at no extra charge all closeout documentation including:
- Occupancy Completion Report approved, in writing, by COUNTY'S Contracting Officer and Contracting Officer's Representative specified in Attachment G, Occupancy Completion Form;
 - Copies of warranties, insurance, building permits, inspection reports and/or guarantees;
 - Final affidavit or release and waiver of all liens from subcontractors;
 - Consent of Surety for final payment;
 - Minority Reports;
 - PROJECT-related designs, materials and/or training plan specified in Attachment J – Special Provisions);
 - Documentation of technical support received or scheduled, when appropriate;
 - Statement of PROJECT final completion and acceptance;
 - Copies of restrictive covenants, lease AGREEMENTs and change of occupancy process and procedures
 - Notice of Occupancy; and
 - All required deliverables

The COUNTY will recognize each PROJECT as complete only upon written confirmation.

COUNTY will assess PROJECT completeness using contemporary best (practical) professional practices and evaluation criteria.

22. DRUG FREE WORKPLACE ACT: It is the intent of The COUNTY to comply with the requirements set forth in Title 44, Code of laws of South Carolina, 1976, Chapter 107, which shall apply to all procurement actions involving an award for FIFTY THOUSAND dollars, (\$50,000.00) or more. OWNER shall be required to execute a statement in all solicitations certifying that it understands and is in full compliance with the Drug Free Workplace Act. Failure to comply with this requirement shall result in rejection of an offer.

23. EQUAL EMPLOYMENT OPPORTUNITY: During the performance of this contract, OWNER agrees as follows:
- OWNER will not discriminate against any employee or applicant for employment based on race, color, religion, sex, disability or national origin(s). Employees will receive fair and equal treatment and will be given equal opportunity for promotions, transfers, training opportunities, rates of pay or other forms of compensation. OWNER agrees to post in conspicuous places, available to employees and applicants for employment, notices provided by the contracting officer of the COUNTY setting forth the provisions of this nondiscrimination clause.
 - OWNER will, in all solicitation or advertisements for employees placed by or on behalf of OWNER, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin(s).
 - OWNER will send to each labor union or representative of workers with which he has a collective bargaining AGREEMENT or other contract or understanding, a notice to be provided by the director of Community

Development, advising the labor union or workers' representative of OWNER commitments under Section 202 of Executive Order No. 11246 of September 24, 1965 specified in Attachment D - Section 202 of Executive Order No. 11246), and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

- OWNER will comply with all provisions of Executive Order 11246 of September 24, 1965, and all of the rules, regulations, and relevant orders of the Secretary of Labor.

- OWNER will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereof, and will permit access to its books, records, and accounts by the COUNTY and the Secretary of Labor for the purposes of investigation to ascertain compliance with such rules, regulations, and order.

24. EXAMINATION OF RECORDS: The Administrator of the COUNTY or his duly authorized representative(s), and/or duly authorized representative from the office of the Internal Auditor during the affordability period of 20 years, shall have access to records involving the rental, sale and all transactions related to this AGREEMENT.

If required, OWNER will provide the COUNTY with a certified audit of its records representing the Fiscal Year during which the PROJECT becomes complete whenever the amount listed in SECTION VII is at or exceeds \$300,000, pursuant to the requirements of OMB Circular A-133.

Access shall be immediately granted to the COUNTY, HUD, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, or records of OWNER or its subcontractors which are directly related as a result of this AGREEMENT for the purpose of making audit, examination, excerpts, and transcriptions.

25. RECORDKEEPING: OWNER will maintain sufficient records to enable the COUNTY to determine whether the OWNER has met the requirement of this contract and the requirements set forth in CFR 92.508 Record Keeping, and specific to item 4 of that citation. At a minimum the following records should be retained for the most recent five year period until five years after the affordability period.

- a. Records concerning CHDO designation, qualifications, board membership information.
- b. Buyer files/beneficiary information including documentation of household size, income eligibility documentation, rent and utility allowance calculations, affordability including leases for assisted units, property inspections, deed restrictions, re-examination of tenant income through a statement and certification, PROJECT rents and home recapture/resale restriction.
- c. PROJECT information such as plans, specifications, location, # of units, property standards, purchase price and documentation of fair market value.
- d. Financial records related to HOME proceeds budget control and evidence of periodic account reconciliations (deposits, disbursements, balances), income and expenditures, repayments and recapture.
- e. Equal opportunity, fair housing and affirmative marketing procedures or documentation thereof.
- f. Contracts, sub-contracts, licenses, permits, variances, certificates, insurance and bonds
- g. Records showing that housing meets Section 504 criteria, the affordability requirements for not less than the applicable affordability period.
- h. Records concerning property inspections, maintenance schedules and capital improvements.

26. FORCE MAJEURE: The OWNER shall not be liable for any excess costs if failure to perform arises from cause beyond the control and without the fault or negligence of the OWNER. Such causes may include, but are not restricted to acts of God or of the public enemy, acts of the Government in its sovereign or contractual capacity, fires, epidemics, quarantine restrictions, strikes, freight embargoes and unusually severe weather. In every case the

- Cancellation, Non-renewal, Reduction in Coverage and Nonpayment of Premium. Any party required to provide insurance under this contract shall provide and shall request each insurer to provide the Community Development with a minimum of 30 (thirty) days prior written notice of any cancellation, non-renewal, reduction in coverage or any other material change in the required policies, except that a notice of 10 (ten) days is acceptable for cancellation by an insurer due nonpayment of premium.
 - Certificates of Insurance. Within 5 (five) business days of receipt of Notice to Proceed and for each renewal or new policy thereafter, builder shall provide timely certificates of insurance. Each certificate shall state it applies to work by or on behalf of the insured. Certificates shall be sent to: Community Development, Richland County, PO Box 192, Columbia, SC 29202.
 - Insurance Requirements for OWNER and subcontractors. The builder shall require any subcontractor not insured by the builder to meet South Carolina's requirements for vehicle liability and to have worker's compensation coverage, even the party if has less than four employees. A general liability policy shall be required. They shall be required to provide Community Development certification of coverage.
32. LICENSES, PERMITS AND CERTIFICATES: The OWNER at their own expense, shall secure all licenses, permits, variances and certificates required for and in connection with any and all parts of the WORK to be performed under the provisions of this AGREEMENT.
33. NON-APPROPRIATIONS: Any contract entered into by the OWNER resulting from this AGREEMENT shall be subject to cancellation by the COUNTY without damages or further obligations when funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period or appropriated year.
34. COUNTY FURNISHED DATA: All data and materials, negatives, adiposities, aero triangulation data, terrain and elevation models, control photographs, engineering data, maps, plans, specifications, drawings, or other COUNTY furnished property shall remain the exclusive property of COUNTY. OWNER agrees by executing this AGREEMENT that such COUNTY property will be used for no purpose other than for work for COUNTY under this AGREEMENT. OWNER shall sign and deliver written itemized receipts for all such property and shall be responsible for its safekeeping. Upon conclusion of the WORK/services rendered hereunder, all such property shall be returned to the COUNTY in the condition it was received, taking into consideration normal wear and tare that is to be expected with the material in use as appropriate.
35. COUNTY'S RIGHTS OF OWNERSHIP: Except for OWNER'S proprietary software and materials and the proprietary Operating System Software, all original data, spatial data, spatial data plans, drawings, images, material, documentation (including electronic files or documents), and application software generated and prepared by or exclusively for the COUNTY pursuant to any AGREEMENT shall belong to the COUNTY. OWNER shall not sell, give, loan nor in any other way provide such data, material or software as described herein to another person or organization, nor otherwise utilize any commercially valuable data, images, or developments created specifically by or for the COUNTY under this AGREEMENT, without the written consent of the Contracting Officer. Any external requests to procure these data or materials must be forwarded to the COUNTY.
36. OWNER hereto, without the expressed written consent of the Contracting Officer, shall not assign any obligation under this AGREEMENT to another party. If any part of the WORK covered by the AGREEMENT is to be subcontracted, the OWNER shall submit the qualifications of the subcontracting organization and the proposed contractual arrangements to the COUNTY for approval prior to execution of the contract. The approved OWNER contractual AGREEMENT, excluding financial information, shall be provided to the COUNTY. Approval by the COUNTY of such subcontract shall not in any way relieve the OWNER of any of their obligations, responsibilities,

or liabilities, under this AGREEMENT, regardless of the nature and conditions of such subcontractor services and actions on OWNER'S behalf.

37. PROHIBITION OF GRATUITIES: Amended Section 8-13-720 of the 1976 Code of Laws of South Carolina states:
- “WHOEVER gives or offers to any public official or public employee any compensation including a promise of future employment to influence his action, vote, opinion or judgment as a public official or public employee or such public official solicits or accepts such compensation to influence his action, vote, opinion, or judgment shall be subject to the punishment as provided by Section 16-9-210 and Section 16-9-220. The provisions of this section shall not apply to political contributions unless such contributions are conditioned upon the performance of specific actions of the person accepting such contribution nor shall they prohibit a parent, grandparent or relative from making a gift to a child, grandchild or other close relative for love and affection except as hereinafter provided.”
38. PROJECT ORGANIZATION: It is expected that OWNER will be dealing with various members of the COUNTY'S staff during the course of this AGREEMENT. To establish a clear line of communications, the Community Development Coordinator shall be the PROJECT Manager, and shall be appointed to oversee and coordinate all aspects of the WORK. He/she shall be the focal point of contact with the OWNER.
39. PROPRIETARY INFORMATION: The OWNER shall visibly mark as “Confidential” each part of their proposals which they consider proprietary information that could be exempt from disclosure under Section 30-4-40, Code of Laws of South Carolina, 1976 (1986 Cum. Supp.) (Freedom of Information Act). If any part is designated as “Confidential,” there must be attached to that part an explanation of how the information fits within one or more categories listed in Section 30-4-40.
40. PUBLICITY RELEASES: OWNER agrees not to refer to award of this contract in commercial advertising in such manner as to state or to imply that the products or services provided are endorsed or preferred by the COUNTY.
41. REIMBURSABLE EXPENSES: PROJECT expenses shall be paid based on original invoices for actual expenses incurred or paid. OWNER must submit request for payment using form provided specified in Attachment H – Project Reimbursement Form. Documentation of eligible expenses is required in compliance with 24 CFR 92.206 Eligible PROJECT Costs, necessary for HUD – IDIS disbursement requirements. All PROJECT expenses shall be in conformance with the approved PROJECT budget (Attachment B) and summarized within this AGREEMENT. Budget revisions and approval shall be required prior to payment of any expenses not conforming to the approved PROJECT budget. The OWNER must allow thirty business days to complete each reimbursement transaction.

The COUNTY reserves the right to inspect records and PROJECT sites to determine that reimbursement and compensation requests are reasonable. The COUNTY also reserves the right to hold payment until adequate documentation has been provided and reviewed.

Before the PROJECT can be closed the OWNER must submit the Occupancy Completion Form specified in (Attachment G – Occupancy Completion Form at a time when the WORK has been completed and 100% occupancy is reached. The COUNTY must determine that all services have been rendered, files and documentation delivered, and units have been placed in full service in compliance with HOME regulations, including submission of documentation of eligible occupant.

The COUNTY shall have the right to review and audit all records of OWNER pertaining to any payment made by the COUNTY. Said records shall be maintained for a period of five years from completion.

42. REPAYMENT OF FUNDS: All HOME funds are subject to repayment. It is understood that upon completion of the PROJECT, any HOME funds reserved but not expended under this AGREEMENT will revert to the COUNTY through the COUNTY.

Funds must be repaid to the COUNTY if the housing does not meet the affordability requirements for the specified time period.

43. HOME proceeds: The OWNER will retain HOME rent proceeds for property related expenses including capital improvements, insurance and maintenance. (Attachment K)

44. REPORTING RESPONSIBILITIES: OWNER agrees to submit annual reports (inspection, proceeds, occupancy) no later than December 15th each year during the 20 year affordability period.

45. SEVERABILITY: If any term of provision of any contract resulting from this solicitation shall be found to be illegal or enforceable, notwithstanding any such legality or enforceability, the remainder of said contract shall remain in full force and effect, and such term or provision shall be deemed to be deleted and severable there from.

46. STATEMENT OF COMPLIANCES AND ASSURANCES: OWNER(s) to be eligible for consideration shall be required to certify in writing, that the firm or agency represented in the proposal submitted, complies with all applicable federal and state laws/regulations and COUNTY ordinances.

a. OWNER shall provide a written assurance of non-collusion and understanding and acceptance of any and all provisions stated in this contract.

b. A statement of Compliance and Assurance, along with other statements and certification shall be provided to OWNER and be part of each solicitation.

47. SOUTH CAROLINA, RICHLAND COUNTY, AND FEDERAL LAW CLAUSE: Upon award of a contract the OWNER must comply with the laws of South Carolina, which require such person or entity to be authorized and/or licensed to do business in this state. The OWNER agrees to subject itself to the jurisdiction and process of the courts of the State of South Carolina, as to all matters and disputes arising or to arise under the contract and the performance thereof, including any questions as to the liability of taxes, licenses or fees levied by the State and County.

The OWNER covenants and warrants that it will further comply with all applicable laws, ordinances, codes, rules and regulations of the state, local, and federal governments, and all amendments thereto, including, but not limited to; Title 8 of the Civil Rights Act of 1968 PL.90-284; Executive Order 11063 on Equal Opportunity and Housing Section 3 of the Housing and Urban Development Act of 1968; Housing and Urban Development Act of 1974, as well as all requirements set forth in 24 CFR 92 of the HOME INVESTMENT PARTNERSHIP PROGRAM. OWNER covenants and warrants that it will indemnify and hold the COUNTY forever free and harmless with respect to any and all damages whether directly or indirectly arising out of the provisions and maintenance of this contract.

OWNER agrees to comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act (33 U.S.C.1368), Executive Order 11738, and Environmental Protection Agency Regulations (40 CFR Part 15).

OWNER further warrants and agrees to include or cause to be included the criteria and requirements of this section in every non-exempt subcontract in excess of \$100,000. OWNER also agrees to take such action as the federal, state, or local government may direct to enforce aforesaid provisions.

48. With prior written COUNTY approval, the OWNER can subcontract all or portions of the required WORK required under this AGREEMENT and must maintain detailed records for all suitable subcontractor, with the proposed scope of WORK, which its subcontractor is to undertake.

Notwithstanding any consent by the COUNTY to a proposed subcontract, OWNER shall remain responsible for all subcontracted WORK and services. OWNER agrees it shall be as fully responsible to the COUNTY for the acts and omission of its subcontractors, their agents, representatives, and persons either directly or indirectly employed by them as it is for the acts and omissions of persons directly employed by Owner.

Neither this provision, this contract, the COUNTY'S authorization of OWNER'S AGREEMENT with subcontractor, COUNTY'S inspection of a subcontractor's facilities, equipment or work, or any other action taken by the COUNTY in relation to a subcontractor shall create any contractual relationship between any subcontractor and the COUNTY. OWNER shall include in each of its subcontracts a provision embodying the substance of this article and shall exhibit a copy thereof to the COUNTY before commencement of any work by a subcontractor. Owner's violation of this provision shall be grounds for the COUNTY'S termination of this contract for default, without notice or opportunity for cure. In addition, OWNER indemnifies and holds the COUNTY harmless from and against any claims (threatened, alleged, or actual) made by any subcontractor (of any tier) for compensation, damages, or otherwise, including any cost incurred by the COUNTY to investigate, defend, or settle any such claim.

49. TERMINATION: COUNTY shall have the right to terminate this AGREEMENT in whole or in part for its convenience at any time during the course of performance by giving thirty (30) days written or telegraphic notice. Upon receipt of any termination notice, OWNER shall immediately discontinue services on the date and to the extent specified in the notice.

In accordance with 24 CFR 85.43, suspension or termination may occur if OWNER materially fails to comply with any term of the award, and that the award may be terminated for convenience in accordance with 24 CFR 85.44.

COUNTY may also cancel or terminate this AGREEMENT for default in whole or in part by thirty (30) days written, electronic or telegraphic notice to OWNER:

- if OWNER shall become insolvent or make a general assignment for the benefit of creditors; or
- if a petition under the Bankruptcy Act is filed by OWNER; or
- if OWNER becomes involved in some legal proceedings that in the opinion of COUNTY interfere with the diligent, efficient performance and satisfactory completion of the services; or
- if OWNER fails to make delivery of the supplies or to perform the services within the time specified or any COUNTY-authorized extension thereof.

SECTION XII. OTHER FEDERAL REQUIREMENTS (Subpart H: 24 CFR 92.350 through 92.357)

OWNER must comply with the following federal laws and regulations, as applicable:

- a) **Age Discrimination:** The prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. 6101-07) and implementing regulations at 24 CFR, Part 146, and the prohibitions against discrimination against handicapped individuals under Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and implementing regulations at 24 CFR, Part 8; <http://www.hud.gov/offices/fheo/disabilities/sect504.cfm>
- b) **Aquifers:** The Safe Drinking Water Act of 1974, (42 U.S.C. Sec. 201, 300(f) et seq.), and (21 U.S.C. Sec. 349) as amended, particularly Section 1424 (e) (42 U.S.C. Sec. 300h-303(e)); http://www.law.cornell.edu/uscode/42/uscode_sup_01_42_10_6A_20_XII_30_C.html
- c) **Archeological:** The Reservoir Salvage Act of 1960 (16 U.S.C. Sec. 469 et seq.), particularly Section 3 (16 U.S.C. Sec. 469a-1), as amended by the Archeological and Historic Preservation Act of 1974; http://www.nps.gov/history/local-law/FHPL_ArchHistPres.pdf
- d) **Clean Air:** The Clean Air Act (41 U.S.C. Sec. 7401 et seq.) as amended, particularly Section 176(c) and (d) (42 U.S.C. Sec. 7506(c) and (d)); <http://www.gpo.gov/fdsys/pkg/USCODE-2008-title42/pdf/USCODE-2008-title42-chap85.pdf>
- e) **Coastal Zone Management:** The Coastal Zone Management Act of 1972, (16 U.S.C. Sec. 1451 et seq.) as amended, particularly Section 307(c) and (d) (16 U.S.C. Sec. 1456(c) and (d)); http://www.nps.gov/history/local-law/fhpl_cstlzonemngmt.pdf
- f) **Endangered Species:** The Endangered Species Act of 1973, (16 U.S.C. Sec. 1531 et seq.) as amended, particularly Section 7 (16 U.S.C. Sec. 1536)); <http://www.nmfs.noaa.gov/pr/laws/esa/text.htm>
- g) **Environmental Review Procedures** for Title I Community Development Block Grant Programs, 24 CFR Part 58, as amended in 47 Fed. Reg. 15750 (April 12, 1982); http://www.access.gpo.gov/nara/cfr/waisidx_00/24cfr58_00.html
- h) **Equal Employment Opportunity:** The requirements of Executive Orders 1246 (3 CFR 1964-65, Comp., p. 339) (Equal Employment Opportunity) and the implementing regulations issued at 41 CFR, Chapter 60. <http://www.fedglobe.org/issues/hudpolicy.htm>
- i) **Equal Opportunity in Housing:** Executive Order 11063, as amended by Executive Order 12259, and 24 CFR part 107, Nondiscrimination and Equal Opportunity in Housing under Executive order 11063 or 24 CFR, Part 107 shall be a proper basis for the imposition of sanctions specified in 24 CFR 107.60; http://www.access.gpo.gov/nara/cfr/waisidx_00/24cfr107_00.html
- j) **Fair Housing Act:** The Fair Housing Act (42U.S.C. 3601-20) and implementing regulations at 24 CFR part 10; Executive Order 11063, as amended by Executive Order 11063, as amended by Executive Order 12259 (3 CFR, 1958-1963 Comp., 652 and 3CFR, 1980 Comp., p. 307) (Equal Opportunity in Housing and implementing regulations at 24 CFR, Part 107; and title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d) (Nondiscrimination on Federally Assisted Programs) and implementing regulations issued at 24 CFR, Part 1; <http://www.hud.gov/offices/fheo/FHLaws/index.cfm>
- k) **Farmlands:** Farmlands Protection and Policy Act of 1981, (7 U.S.C. Sec. 4201 et. seq.) 24 CFR Part 51, Environmental Criteria and Standards. <http://www.wbdg.org/pdfs/24cfr51.pdf>
- l) **Flood Plain:** Flood Disaster Protection Act of 1973, (42 U.S.C. Sec. 4001 et. seq.) as amended, particularly Sections 102(a) and 202(a) (42 U.S.C. Sec. 4012a (a) and Sec. 4106(a); and Executive Order 11988, Floodplain Management, May 24, 1977 (42 Fed. Reg. 26951), particularly Section 2. http://www.fema.gov/pdf/fhm/frm_acts.pdf www.archives.gov/federal.../executive-order/11988.html
- m) **Historic Preservation:** National Historic Preservation Act of 1966 (16 U.S.C. Sec. 470 et seq.) and 40 CFR Parts 1500-1508; Section 106 (16 U.S.C. Sec. 470f); and 36 CFR 800
- n) **Immigration Status:** Requirement that all members of a household must be either US citizens, resident aliens (have a green card), or one of several exempt classes to occupy a HOME assisted unit. http://74.125.47.132/search?q=cache:Y9-_J6QPvSoJ:www.aoa.gov/prof/civil_rights/Non_citizens/v0qaniof.pdf+Fed+Register+Vol+62+No+221+page+61344&cd=1&hl=en&ct=clnk&gl=us&client=firefox-a
- o) **Lead Based Paint:** Applies to all existing units built before 1978; Title IV of the Lead Based Paint Poisoning Prevention Act (42 U.S.C. Sec. 4831). <http://frwebgate2.access.gpo.gov/cgi-bin/TEXTgate.cgi?WAISdocID=aQikBT/0/1/0&WAISAction=retrieve>

- p) **Minority and Women's Business Enterprise:** The requirements of Executive Orders 11625 and 12432 (concerning Minority Business Enterprise), and 12138 (concerning Women's Business Enterprise). Consistent with HUD's responsibilities under these Orders, each applicant must make efforts to encourage the use of minority and women's business enterprises in connection with HOME funded activities. Each Owner must prescribe procedures acceptable to the State to establish activities to ensure the inclusion, to the maximum extent possible, of minorities and women, and entities owned by minorities and women. The Owner/Subrecipient will be required to identify contracts which have been bid by minority owned, women owned, and/or small disadvantaged businesses <http://www.hud.gov/offices/cpd/communitydevelopment/toolkit/files/MBE-WBEOutreach.pdf>
- q) **Noise Abatement and Control:** 24 CFR 51 B <http://www.wbdg.org/pdfs/24cfr51.pdf>
- r) **Protection and Enhancement of the Cultural Environment,** May 13, 1971 Executive Order 11593, (36 Fed. Reg. 8921), particularly Section 2(c); <http://www.archives.gov/federal-register/codification/executive-order/11593.html>
- s) **Environmental Justice:** [Executive Order 12898] http://www.epa.gov/Region2/ej/exec_order_12898.pdf
- t) **Relocation:** The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C., Sec. 4601 et. seq.), 49 CFR Part 24, and 24 CFR Section 570.49a (55 Fed. Reg. 29309 (July 18, 1990)). <http://www.hud.gov/offices/cpd/library/relocation/index.cfm>
- u) **Section 3: Employment Opportunities:** The Section 3 program requires that recipients of certain HUD financial assistance, to the greatest extent possible, provide job training, employment, and contract opportunities for low- or very-low income residents in connection with PROJECTs and activities in their neighborhoods <http://www.hud.gov/offices/fheo/section3/section3.cfm>
- v) **Siting of HUD-Assisted PROJECTs near Hazardous Operations:** Establishes acceptable separation distance for the siting of residential buildings, mobile home parks or other HUD-assisted PROJECTs near stationary hazardous_operations which store, handle or process chemicals or petrochemicals of an explosive or flammable nature. 24 CFR 51 C <http://www.hud.gov/offices/cpd/environment/training/guidebooks/hazfacilities/>
- w) **Toxic or Hazardous Substances and Radioactive Materials:** Particular attention should be given to any site proposed for HUD assistance that is located on, or in the general proximity of, such areas as dumps, landfills, industrial sites or other locations that contain hazardous wastes. It is HUD policy that all property proposed for use in HUD programs be free of hazardous materials, contamination, toxic chemicals and gases, and radioactive substances, where a hazard could affect the health and safety of occupants or conflict with the intended utilization of the property.
- x) **Wetlands:** Prohibits the degradation or destruction of wetlands; Executive Order 11990 Protection of Wetlands, May 24, 1977 (42 Fed. Reg. 26961), particularly Section 2 and 5; <http://www.epa.gov/OWOW/wetlands/regs/eo11990.html>
- y) **Wild & Scenic Rivers:** Applicable to PROJECTs within one mile of a designated wild and scenic river. The Wild and Scenic Rivers Act of 1968, (16 U.S.C. Sec. 1271 et seq.) as amended, particularly Section 7(b) and (c) (16 U.S.C. Sec. 1278(b) and (c)); <http://www.nls.gov/offices/cpd/environment/review/rivers.cfm>

SECTION XIII - CONTRACT DOCUMENTS

This AGREEMENT (Twenty-two pages)

ATTACHMENT “A” – PROPOSAL

ATTACHMENT “B” – BUDGET

ATTACHMENT “C” - HUD FY 2018 INCOME & RENT LIMITS

ATTACHMENT “D” - SECTION 202 OF EXECUTIVE ORDER # 11246 OF SEPTEMBER 24, 1965” (7 pages)

ATTACHMENT “E” - SECTION 3 OF HOUSING AND URBAN DEVELOPMENT ACT 1968” and supporting documents

ATTACHMENT “F”- HOME INVESTMENT PARTNERSHIP PROGRAM FINAL RULE 24 CFR PART 92

ATTACHMENT “G” – RICHLAND COUNTY OCCUPANCY COMPLETION FORM

ATTACHMENT “H” – PROJECT REIMBURSEMENT FORM AND PROGRESS REPORT FORM

ATTACHMENT “I” – HOME CONSTRUCTION REQUIREMENTS

ATTACHMENT “J” - HOUSING CONTRACT SPECIAL PROVISIONS – SECTION 504 REQUIREMENTS

ATTACHMENT “K” – ANNUAL PROCEEDS/RENTAL REPORT FORM

This AGREEMENT (including any attachments, exhibits, and amendments hereto) represents the entire understanding and constitutes the entire AGREEMENT between COUNTY and OWNER. It supersedes all prior contemporaneous communications, representations, or AGREEMENTs, whether oral or written, with respect to the subject matter thereof and has been induced by no representations, statements, or AGREEMENTs other than those herein expressed. No AGREEMENT hereafter made between the parties shall be binding on either party unless reduced to writing and signed by an authorized officer of the party sought to be bound thereby.

OWNER AND COUNTY ACKNOWLEDGE THAT THEY HAVE READ THIS AGREEMENT, UNDERSTAND IT AND AGREE TO BE BOUND BY ITS TERMS. NO MODIFICATIONS SHALL BE EFFECTIVE UNLESS IN WRITING SIGNED BY BOTH PARTIES.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed by their duly authorized and empowered officers or agents as of the date set forth above.

This AGREEMENT will be effective on: _____

OWNER:
SCUPLIFT COMMUNITY OUTREACH

COUNTY:
RICHLAND COUNTY, SOUTH CAROLINA

By: _____
Authorized Signature

By: _____
Authorized Signature

Kevin Wimberly
Print/Type Name

Edward Gomeau
Print/Type Name

President/CEO
Title

Interim County Administrator
Title

Date

Date

Notary/Witness:

Signature Attest for Company

Signature Attest for County

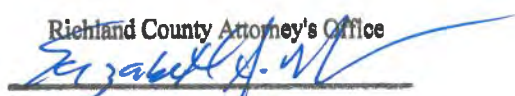
Print or Typed Name and Title
SEAL

Print or Typed Name and Title
SEAL

Richland County Legal Approval as to form:

Signature

Date

Richland County Attorney's Office

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

_____/_____
initials

ATTACHMENTS

ATTACHMENT - A

PROPOSAL



Post Office Box 3728
Columbia, SC 29230
Phone: (803)691-4742
Fax: (866)942-7888
Website: www.scuplift.org

Project Description

South Carolina UpLift Community Outreach (SC UpLift) was founded in 2008 and became a certified CHDO with Richland County Community Development in 2009. Since 2010, SC UpLift has completed owner-occupied rehab houses and emergency repairs assisting approximately sixty (60) very low-income individuals (at or below 50% of the area median income) in several South Carolina counties including: Bamberg, Chester, Lexington, Orangeburg, and Richland as an eligible recipient of Trust Fund money through the South Carolina State Housing Finance and Development Authority. As a designated CHDO SC UpLift has been awarded HOME Investment Partnership funds totaling \$459,093 and successfully completed acquisition and rehabilitation of five units of housing. In addition the County transferred title to a new construction single family home to add to their portfolio. UpLift was awarded a \$35,000 USDA Housing Preservation Grant to rehab approximately 2-3 homes in the city of Chester, SC. SC UpLift has only worked as the lead entity and will do so for this proposed project also.

SC UpLift intends to build a small single family home, which we currently own, located at 4221 Shorecrest Dr in Bluff Estates of the Lower Richland Community. This 2 bedroom/1 bath home will be designated as an affordable senior rental property that will feature the latest SmartHome technology necessary for enabling an older adult to age in place. Specific technologies will include those to support energy efficiency, fall prevention, health, and security. The security and automation system includes detection of burglary and fire emergencies with the ability to turn on lights when an intrusion is detected and turn on lights, turn off the stove, and possibly unlock the door when the fire detection is triggered. There are occupancy sensors to detect movement within the home, which also has the ability to turn lights on or off. A video intercom door station provides communication inside the home as well as possibly communication with a central location. An automatic fall detector is included to alert responding authorities and/or personnel in the event of a fall. Also included is a provision to monitor "smart" floors that have built in activity and fall detectors. This system is expandable to incorporate future technologies as they become available. The innovative model that is being proposed is called the SC UpLift Legacy Home for Senior Adults. SC UpLift has secured local academic and healthcare partnerships with the University of South Carolina's SmartHOME Center for Economic Excellence and Palmetto Health. The property will be rented to a senior age 62 or older whose income is 60% or below AMI.

Additionally, we are seeking to acquire, 4213 Hileah Dr, an unoccupied 4- bedroom and 1.5 bath home also located in Bluff Estates. We plan to rehab and provide affordable rental housing for a family that is 60% or below AMI. We will follow the design development criteria as adopted by the South Carolina State Housing Finance and Development Authority for rental projects as applicable. This will include energy efficient products, appliances, security systems, and other amenities (Please find a copy attached).



Post Office Box 3728
Columbia, SC 29230
Phone: (803)691-4742
Fax: (866)942-7888
Website: www.scuplift.org

Area which is within an Economic Development Corridor, as established by PLAN Richland County.

In addition to the Richland County Mandatory design requirements, we will follow the Universal Living Certification Design Checklist adopted by the Building Industry Association of Central South Carolina, as well as the design development criteria as adopted by the South Carolina State Housing Finance and Development Authority for rental projects as applicable (Please find a copy of the Living Certification Design Checklist and Design Development Criteria in the packet).



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Columbia, SC 29230
Phone: (803)691-4742
Fax: (866)942-7888
Website: www.scuplift.org

A phase I environmental review, appraisal, and market needs assessment has been completed for 4221 Shorecrest Dr. No findings were discovered that will prevent for development on the site. This information is being provided(Behind Tab 3-Supporting Documentation). A sales contract has been placed on 4213 Hileah Dr with an appraisal, environmental, and market needs assessment in progress. Please also find enclosed a copy of the pro forma for these projects that gives a detailed description of the project costs. Also included are independent cost estimates for each property provided by a licensed engineer(Behind Tab 2-Project Application(Construction Addendum)

The total development cost is \$246,727. SC UpLift is requesting \$240,727 in grant funding to complete the project. The remaining \$6,000 is the value of the land at 4221 Shorecrest Dr. that SC UpLift owns.

As a HOME CHDO, SC UPLift ensures it is in compliance with MBE/WBE and Section 3 business concerns according to HOME regulations. Every effort will be made to ensure MBE/WBE and Section 3 business concerns receive notices and are able to bid on this project through marketing efforts. Reporting requirements are maintained in our offices.

Letters have been mailed to the County Council Member representing this area, District 10, The Honorable Councilwoman Dalhi Myers and the Bluff Estates Neighborhood contact, Ms. Ruth Johnson. The purpose of the letter was to introduce SC UpLift to the community and to inform them of the proposed project. It was also indicated in the letter that we look forward to working with the community to receive input in marketing the homes and helping to sustain the community through this partnership while helping to meet the needs of the neighborhood.

SC Uplift has also posted notices at both properties for community input. To date we have not received any comments or feedback.

4221 Shorecrest Dr



4213 Hileah Dr.



SC UPLIFT LEGACY HOME

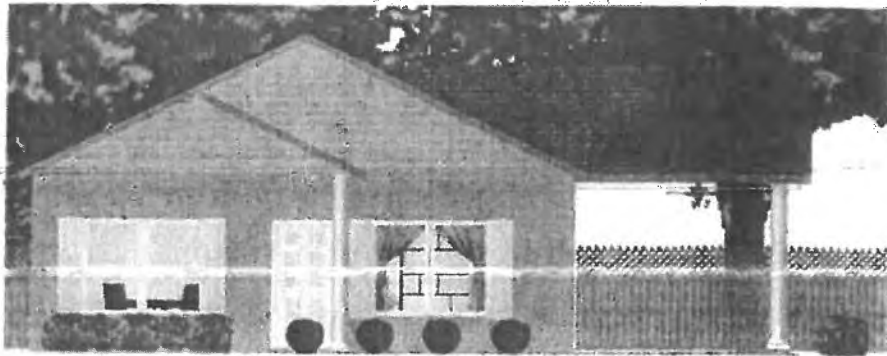

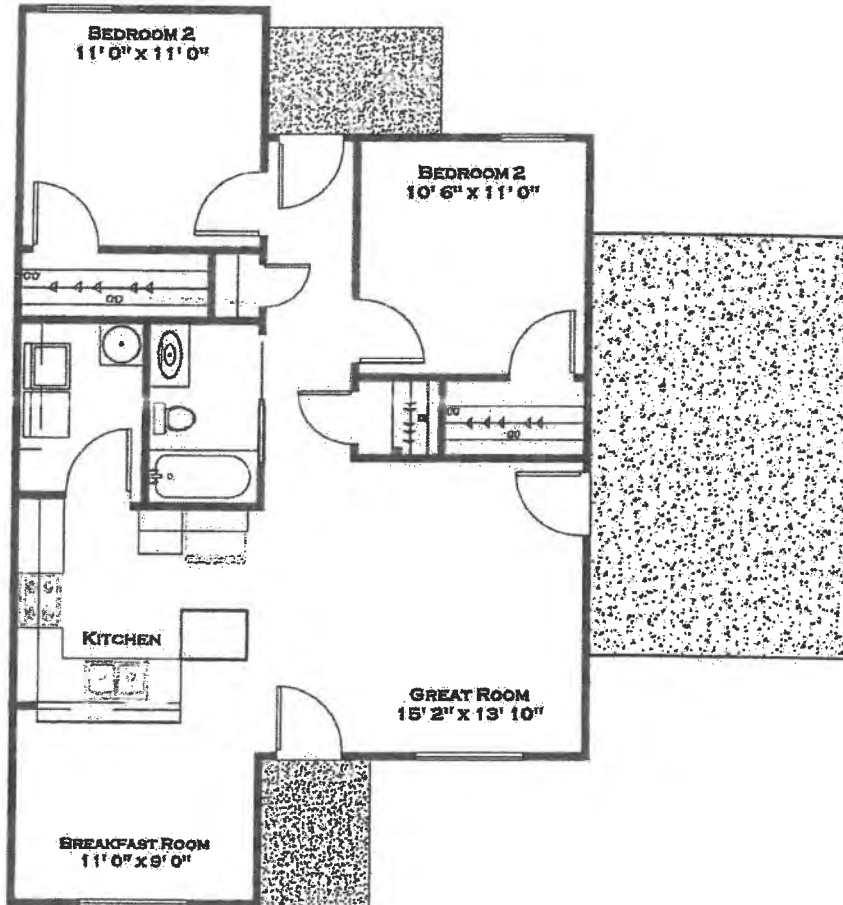


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| | | |
|---|--------|---|
| Project Name: SC UPLIFT LEGACY HOME | |  PERKINS CONTRACTORS & ENGINEERS 612 VALLEYWOOD COURT COLUMBIA, SC 29212 |
| Sheet Title: | | |
| SCALE: 1/8" = 1' 0" | | |
| Size: B | Sheet: | |



Project Name:
**SC UPLIFT
 LEGACY HOME**

Sheet Title:

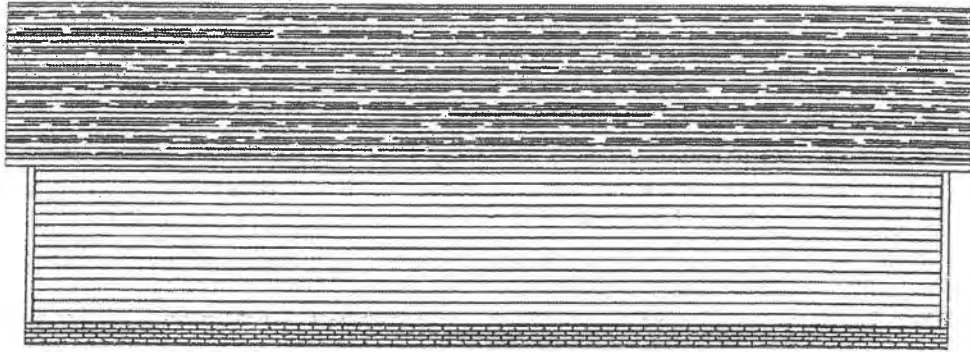
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PERKINS CONTRACTORS & ENGINEERS
 612 VALLEYWOOD COURT
 COLUMBIA, SC 29212



LEFT SIDE ELEVATION



REAR ELEVATION

Project Name:

**SC UPLIFT
LEGACY HOME**

Sheet Title: **REAR & SIDE ELEVATIONS**

SCALE: 1/8" = 1' 0"

Size:

B

Sheet:

A-3



**PERKINS CONTRACTORS & ENGINEERS
812 VALLEYWOOD COURT
COLUMBIA, SC 29212**

FINISH SCHEDULE

| Space | Height | Floor | Walls | Wall Color | Ceiling | Base | Crown | Comments |
|-----------------------|--------|----------|--------|------------|---------|--------|-------|----------|
| 101. Great Room | 8' 0" | Laminate | Gypsum | TBD | Gypsum | 3 1/4" | None | |
| 102. Closet | 8' 0" | Laminate | Gypsum | TBD | Gypsum | 3 1/4" | None | |
| 103. Kitchen | 8' 0" | Laminate | Gypsum | TBD | Gypsum | 3 1/4" | None | |
| 104. Breakfast Room | 8' 0" | Laminate | Gypsum | TBD | Gypsum | 3 1/4" | None | |
| 105. Bathroom | 8' 0" | Vinyl | Gypsum | TBD | Gypsum | 3 1/4" | None | |
| 106. Laundry | 8' 0" | Carpet | Gypsum | TBD | Gypsum | 3 1/4" | None | |
| 107. Bedroom 1 | 8' 0" | Carpet | Gypsum | TBD | Gypsum | 3 1/4" | None | |
| 108. Bedroom Closet 1 | 8' 0" | Carpet | Gypsum | TBD | Gypsum | 3 1/4" | None | |
| 109. Bedroom 2 | 8' 0" | Carpet | Gypsum | TBD | Gypsum | 3 1/4" | None | |
| 110. Bedroom Closet 2 | 8' 0" | Carpet | Gypsum | TBD | Gypsum | 3 1/4" | None | |

WINDOW SCHEDULE

| SYMBOL | DESCRIPTION | QUANTITY | OPENING | MANF | MODEL |
|--------|--|----------|---------------------------------------|-------------|-------|
| A | 3 ⁰ - 5 ² Single-Hung Windows | 2 | 36 ^{1/2} x 62 ^{1/2} | Silver Line | |
| B | 2 ⁶ - 5 ² Twin Single-Hung Windows | 2 | 60 ^{1/2} x 62 ^{1/2} | Silver Line | |
| C | | | | | |
| D | | | | | |

DOOR SCHEDULE

| SYMBOL | DESCRIPTION | QUANTITY | STYLE | ROUGH OPEN | MODEL |
|--------|------------------------------|----------|-------|---------------------------------------|-------|
| E1 | 3' 0" Exterior Door | 1 | LH | 38 ^{1/2} x 82 ^{1/2} | |
| E2 | 3' 0" Exterior Door | 1 | RH | 38 ^{1/2} x 82 ^{1/2} | |
| D1 | 3 ⁰ Interior Door | 1 | RH | 32 ^{1/2} x 82 ^{1/2} | |
| D2 | 2 ⁶ Interior Door | 1 | RH | 32 ^{1/2} x 82 ^{1/2} | |
| D3 | 3 ⁰ Interior Door | 1 | RH | 38 ^{1/2} x 82 ^{1/2} | |
| D4 | 3 ⁰ Interior Door | 1 | RH | 38 ^{1/2} x 82 ^{1/2} | |
| D5 | 2 ⁶ Interior Door | 1 | RH | 32 ^{1/2} x 82 ^{1/2} | |
| D6 | 2 ⁰ Interior Door | 1 | LH | 26 ^{1/2} x 82 ^{1/2} | |
| D7 | 3 ⁰ Interior Door | 1 | LH | 38 ^{1/2} x 82 ^{1/2} | |
| D8 | 2 ⁶ Interior Door | 1 | LH | 32 ^{1/2} x 82 ^{1/2} | |
| D9 | | | | | |
| D10 | | | | | |

Project Name:

**SC UPLIFT
LEGACY HOME**

Sheet Title:

FINISH SCHEDULE

SCALE: 1/8" = 1' 0"

Size:

B

Sheet:

A-4



PERIGO CONTRACTORS & ENGINEERS
612 VALLEYWOOD COURT
COLUMBIA, SC 29212

Phase I Environmental Site Assessment

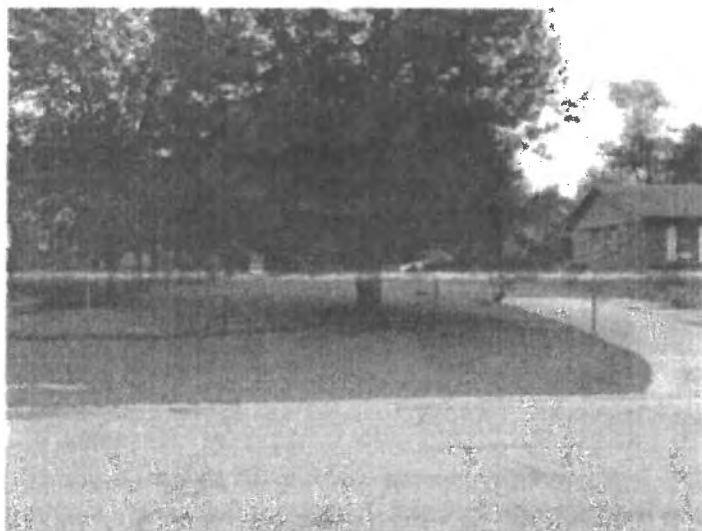
Residential Property

4221 Shorecrest Drive

Columbia, Richland County, SC

May 22, 2017

Terracon Project No. 73177123



Prepared for:
SC UpLift Community Outreach
Columbia, South Carolina

Prepared by:
Terracon Consultants, Inc.
Columbia, South Carolina

terracon.com

Terracon

Environmental



Facilities



Geotechnical



Materials



May 22, 2017

SC UpLift Community Outreach
PO Box 3728
Columbia, SC 29230

Attn: Kevin Wimberly
P: (803) 691-4742
E: kevinwimberly@scuplift.org

Re: Phase I Environmental Site Assessment
Residential Property
4221 Shorecrest Drive
Columbia, Richland County, South Carolina 29209
Terracon Project No. 73177123

Dear Mr. Wimberly:

Terracon Consultants, Inc. (Terracon) is pleased to submit the enclosed Phase I Environmental Site Assessment (ESA) report for the above-referenced site. This assessment was performed in accordance with Terracon Proposal No. P73177123 dated May 8, 2017.

We appreciate the opportunity to be of service to you on this project. In addition to Phase I services, our professionals provide geotechnical, environmental, construction materials, and facilities services on a wide variety of projects locally, regionally and nationally. For more detailed information on all of Terracon's services please visit our website at www.terracon.com. If there are any questions regarding this report or if we may be of further assistance, please do not hesitate to contact us.

Sincerely,
Terracon Consultants, Inc.



Jordan M. Riddle
Staff Scientist



Norman E. Partin Jr., CHMM
Department Manager

Attachments

Terracon Consultants Inc. 521 Clemson Rd Columbia, SC 29229-4307

P 803-741-9000 F 803-741-9800 terracon.com

Environmental

Facilities

Geotechnical

Materials

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EXECUTIVE SUMMARY

This Phase I Environmental Site Assessment (ESA) was performed in accordance with Terracon Proposal No. P73177123 dated May 8, 2017, and was conducted consistent with the procedures included in ASTM E1527-13, *Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process*. The ESA was conducted under the supervision or responsible charge of Jordan M. Riddle, Environmental Professional. Jordan M. Riddle performed the site reconnaissance on May 11, 2017.

Findings and Opinions

A summary of findings is provided below. It should be recognized that details were not included or fully developed in this section, and the report must be read in its entirety for a comprehensive understanding of the items contained herein.

Site Description and Use

The less than one-acre site (Richland County Parcel# R13513-04-34) consists of a grassed residential lot containing a concrete drive and a border fence located at 4221 Shorecrest Drive in Columbia, South Carolina.

Historical Information

A review of the historical information revealed that the site and surrounding properties have consisted of residential development since around 1970 and apparent agricultural land from at least 1939-1966.

Records Review

The site is not listed in the environmental database report. Adjoining properties were not listed in the environmental database report. The facilities listed in the environmental database report do not appear to represent RECs based on distance and topographic gradient.

Site Reconnaissance

During the site reconnaissance, Terracon observed a grassed residential lot containing a concrete drive and two debris piles containing tires and apparent demolition debris.

Adjoining Properties

The site is adjoined on all sides by residential development. RECs were not observed in conjunction with the adjoining properties.

Market Needs Assessment
for
SC UpLift Legacy Home

HOME Rental Development
in
Columbia, South Carolina
Richland County

Prepared For:

SC UpLift Community Outreach

By:

JOHN WALL and ASSOCIATES

Post Office Box 1169

Anderson, South Carolina 29622

jwa_ofc@bellsouth.net

864-261-3147

May 2017

PCN: 17-066



Formerly known as
National Council of Affordable
Housing Market Analysts

Member of the National Council of Housing Market Analysts

1 FOREWORD

1.1 QUALIFICATIONS STATEMENT

John Wall and Associates has done over 2,500 market analyses, the majority of these being for apartment projects (conventional and government). However, the firm has done many other types of real estate market analyses, shopping center master plans, industrial park master plans, housing and demographic studies, land planning projects, site analysis, location analysis and GIS projects. Clients include private developers, government officials, syndicators, and lending institutions.

Prior to founding John Wall and Associates, Mr. Wall was the Planning Director for a city of 30,000 where he supervised the work of the Planning Department, including coordinating the activities of and making presentations to both the Planning and Zoning Commission and the Zoning Board of Adjustment and Appeals. His duties included site plan approval, subdivision review, annexation, downtown revitalization, land use mapping program, and negotiation of realistic, workable solutions with various groups.

While in the public and private sectors, Mr. Wall served on the Appalachian Regional Council of Governments Planning and Economic Development Committee for more than seven years.

Mr. Wall has also taught site analysis and site planning part-time at the graduate level for several semesters as a visiting professor at Clemson University College of Architecture, Planning Department.

Mr. Wall holds a Master's degree in City and Regional Planning and a BS degree in Pre-Architecture. In addition, he has studied at the Clemson College of Architecture Center for Building Research and Urban Studies at Genoa, Italy, and at Harvard University in the Management of Planning and Design Firms, Real Estate Finance, and Real Estate Development.

1.2 TRUTH AND ACCURACY

It is hereby attested to that the information contained in this report is true and accurate. The report can be relied upon as a true assessment of the low income housing rental market. However, no assumption of liability is being made or implied.

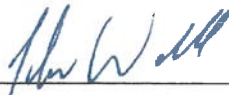
1.3 IDENTITY OF INTEREST

The market analyst will receive no fees contingent upon approval of the project by any agency or lending institution, before or after the fact, and the market analyst will have no interest in the housing project.

1.4 CERTIFICATION

I affirm that I have no financial interest in the project or current business relationship with the ownership entity and my compensation is not contingent on this project being funded. This report was written according to the SCSHFDA's Market Needs Assessment Report requirements. The information included is accurate and can be relied upon by SCSHFDA.

Submitted and attested to by:



 John Wall, President
 JOHN WALL and ASSOCIATES

5-17-17
 Date



 Bob Rogers, Market Analyst
 JOHN WALL and ASSOCIATES

5-17-17
 Date

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3 INTRODUCTION

3.1 PURPOSE

The purpose of this report is to analyze the housing market for a specific site in Columbia, South Carolina.

3.2 SCOPE & METHODOLOGY

This report follows the content and format of SCSHFDA's Market Needs Assessment Report requirements as published in the 2017 HOME Rental Housing Application Package.

3.3 LIMITATIONS

This report is designed specifically to assist the Richland County Community Development HOME program in their administration of the HOME Rental Housing program and may not be used by other parties for other purposes.

4 EXECUTIVE SUMMARY

The projected completion date of the proposed project is on or before 12/31/2019.

The market area consists of Census tracts 12, 13, 21, 22, 23, 24, 25, 26.02, 26.03, 26.04, 27, 28, 29, 30, 112.01, 116.03, 116.04, 117.01, and 117.02 in Richland County.

The proposed project consists of 1 unit of new construction.

The proposed project is for elderly 62+ households with incomes at 60% of AMI. Rent is \$550.

4.1 DEMAND

| | |
|----------------------------|-------------------------------|
| | 60% AMI: \$21,780 to \$32,160 |
| New Housing Units Required | 4 |
| Rent Overburden Households | 82 |
| Substandard Units | 4 |
| Elderly Tenure | 0 |
| Demand | 90 |
| Less New Supply | 0 |
| NET DEMAND | 90 |

4.1.1 OPTIMAL BEDROOM MIX

The following bedroom mix will keep the market in balance over the long term. Individual projects can vary from it.

| <u>Bedrooms</u> | <u>Optimal Mix</u> |
|-----------------|--------------------|
| 1 | 20% |
| 2 | 80% |
| 3 | 0% |
| 4 | 0% |
| Total | 100% |

4.2 CAPTURE RATE

Capture Rate by Unit Size (Bedrooms) and Targeting

| 60% AMI: \$21,780 to \$32,160 | | | | |
|-------------------------------|---------------|-------------|-----------------|---------------------|
| | <u>Demand</u> | <u>%</u> | <u>Proposal</u> | <u>Capture Rate</u> |
| 1-Bedroom | 18 | 20% | 0 | 0.0% |
| 2-Bedrooms | 72 | 80% | 1 | 1.4% |
| 3-Bedrooms | 0 | 0% | 0 | — |
| 4 or More Bedrooms | 0 | 0% | 0 | — |
| Total | 90 | 100% | 1 | 1.1% |

* Numbers may not add due to rounding.

The capture rate is not intended to be used in isolation. A low capture rate does not guarantee a successful project, nor does a high capture rate assure failure; the capture rate should be considered in the context of all the other indicators presented in the study. It is one of many factors considered in reaching a conclusion.

4.3 NCHMA CAPTURE RATE

NCHMA defines capture rate as:

The percentage of age, size, and income qualified renter households in the primary market area that the property must capture to achieve the stabilized level of occupancy. Funding agencies may require restrictions to the qualified households used in the calculation including age, income, living in substandard housing, mover-ship and other comparable factors. The capture rate is calculated by dividing the total number of units at the property by the total number of age, size and income qualified renter households in the primary market area. See penetration rate for rate for entire market area.

This definition varies from the capture rate used above.

NCHMA Capture Rate

| 60% AMI: \$21,780 to \$32,160 | | | |
|-------------------------------|---|-----------------|---------------------|
| | <u>Income Qualified Renter Households</u> | <u>Proposal</u> | <u>Capture Rate</u> |
| | 236 | 1 | 0.4% |

5 PROJECT DESCRIPTION

The project description is provided by the developer.

5.1 DEVELOPMENT LOCATION

The site is in Columbia, South Carolina. It is located at 4221 Shorecrest Drive.

5.2 CONSTRUCTION TYPE

New construction

5.3 OCCUPANCY

The proposal is for occupancy by elderly 62+ households.

5.4 TARGET INCOME GROUP

Low income

5.5 SPECIAL POPULATION

None

5.6 STRUCTURE TYPE

Single family; the subject has one building. The residential building has one floor.

5.7 UNIT SIZES, RENTS AND TARGETING

| AMI | Bedrooms | Baths | Number of Units | Square Feet | Net Rent | Utility Allow. | Gross Rent | Target Population |
|-----|-----------------|-------|--------------------|----------------|-------------|-------------------|---------------|----------------------|
| 60% | 2 | 1 | 1 | 947 | 550 | 176 | 726 | HOME |
| | Total Units | | 1 | | | | | |
| | PBRA Units | | 0 | | | | | |
| | Mkt. Rate Units | | 0 | | | | | |

These *pro forma* rents will be evaluated in terms of the market in the Supply section of the study.

5.8 DEVELOPMENT AMENITIES

None

5.9 UNIT AMENITIES

Refrigerator, stove, microwave, washer/dryer connections, ceiling fan, HVAC, blinds, pre-wired telephone/cable, and free internet access

5.10 UTILITIES INCLUDED

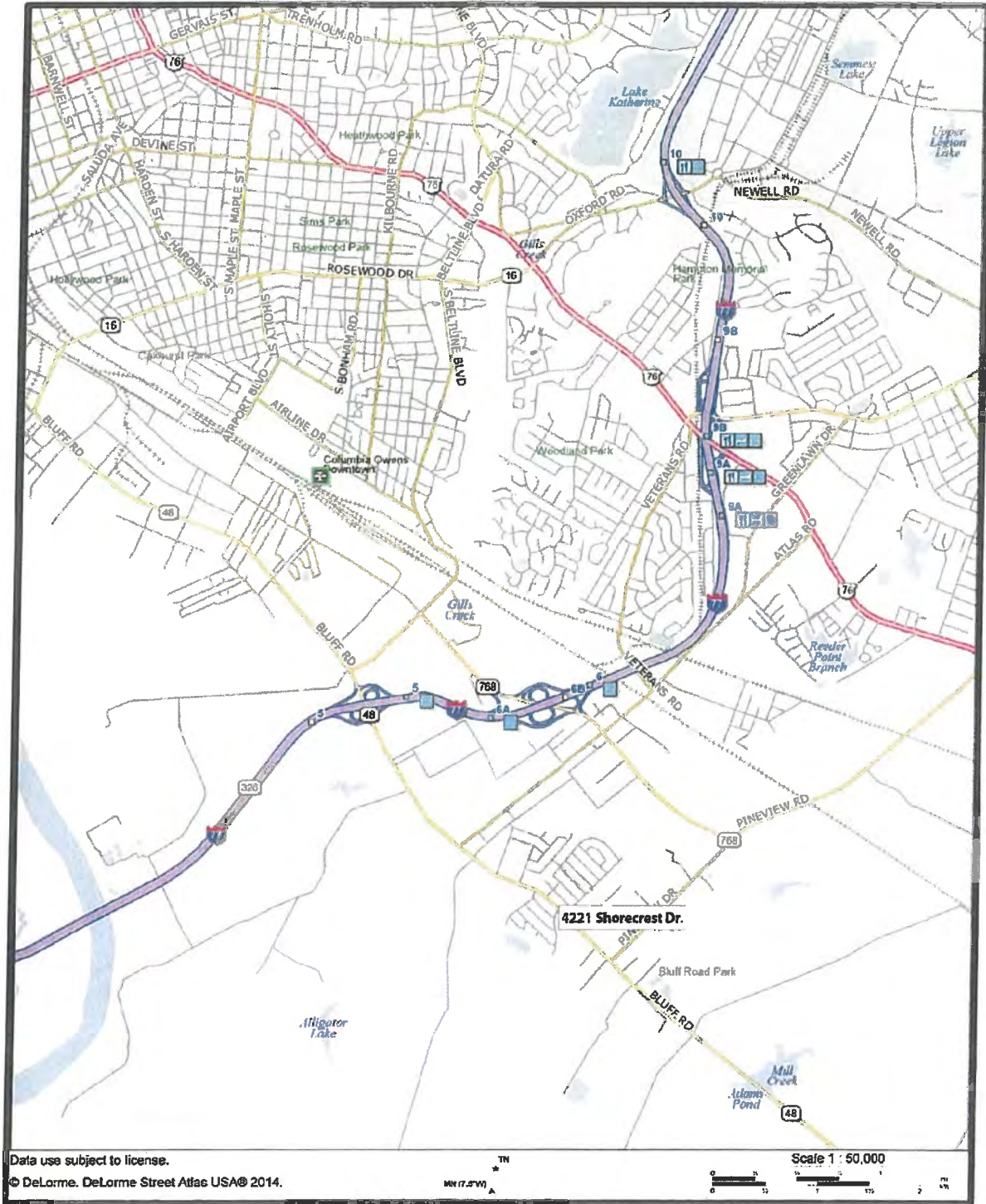
None

5.11 PROJECTED CERTIFICATE OF OCCUPANCY DATE

It is anticipated that the subject will have its final certificates of occupancy on or before 12/31/2019.

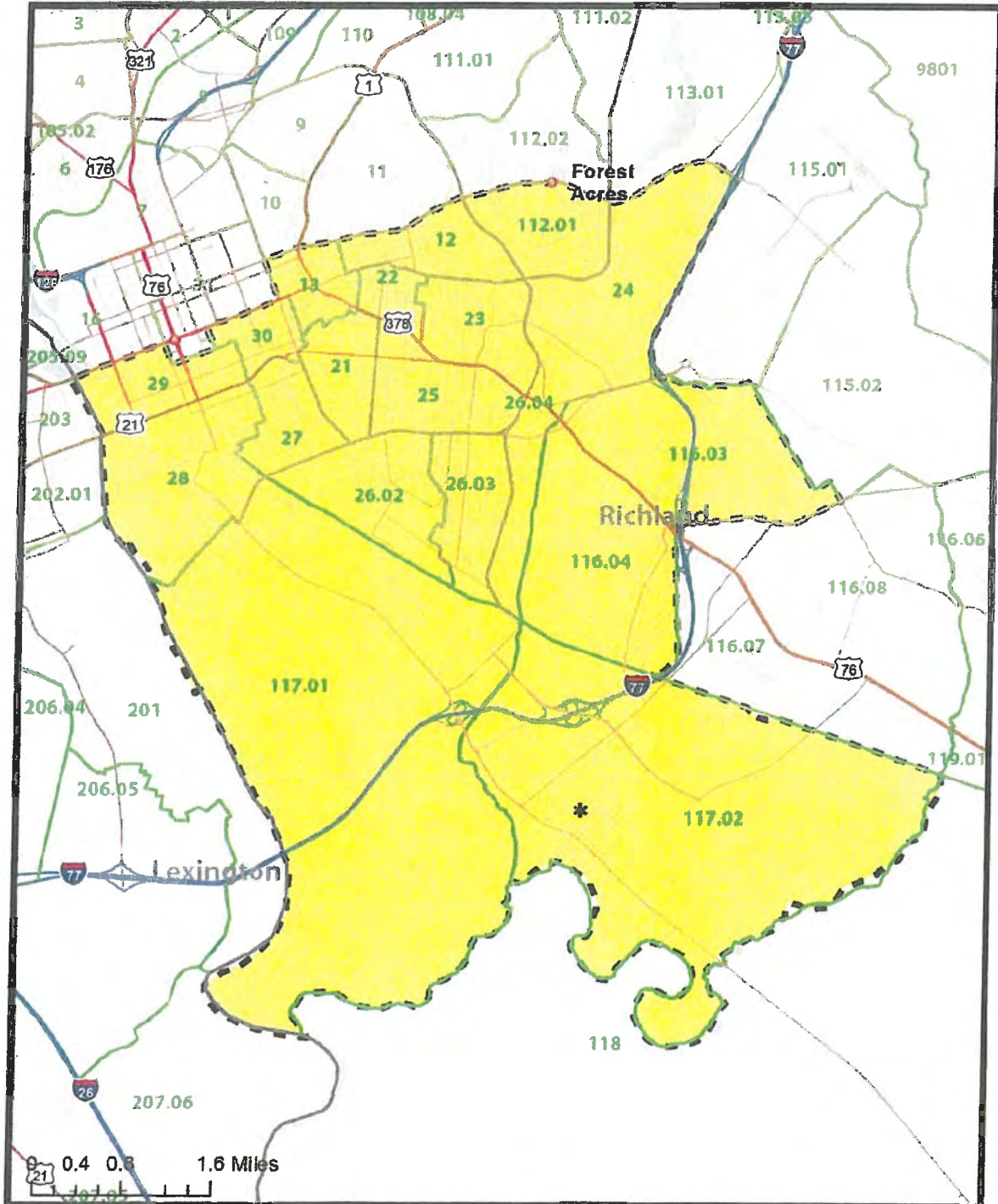
6 SITE EVALUATION

SITE LOCATION MAP



7 MARKET AREA

MARKET AREA MAP



7.1 MARKET AREA DETERMINATION

The market area is the community where the project will be located and only those outlying rural areas that will be significantly impacted by the project, generally excluding other significant established communities. The market area is considered to be the area from which most of the prospective tenants will be drawn. Some people will move into the market area from nearby towns, while others will move away. These households are accounted for in the "Household Trends" section. The border of the market area is based on travel time, commuting patterns, the gravity model, physical boundaries, and the distribution of renters in the area. The analyst visits the area before the market area definition is finalized.

Housing alternatives and local perspective will be presented in the Development Comparisons section of this report.

7.2 DRIVING TIMES AND PLACE OF WORK

Commuter time to work is shown below:

Workers' Travel Time to Work for the Market Area (Time in Minutes)

| | <u>State</u> | <u>%</u> | <u>County</u> | <u>%</u> | <u>Market Area</u> | <u>%</u> | <u>City</u> | <u>%</u> |
|----------------------------|--------------|----------|---------------|----------|--------------------|----------|-------------|----------|
| Total: | 1,989,545 | | 185,065 | | 28,872 | | 61,407 | |
| Less than 5 minutes | 64,390 | 3.2% | 14,502 | 7.8% | 975 | 3.4% | 12,978 | 21.1% |
| 5 to 9 minutes | 193,358 | 9.7% | 16,109 | 8.7% | 4,770 | 16.5% | 7,415 | 12.1% |
| 10 to 14 minutes | 292,404 | 14.7% | 28,338 | 15.3% | 7,299 | 25.3% | 11,735 | 19.1% |
| 15 to 19 minutes | 337,043 | 16.9% | 32,703 | 17.7% | 5,669 | 19.6% | 10,802 | 17.6% |
| 20 to 24 minutes | 322,545 | 16.2% | 31,007 | 16.8% | 4,778 | 16.5% | 7,761 | 12.6% |
| 25 to 29 minutes | 132,380 | 6.7% | 14,882 | 8.0% | 1,123 | 3.9% | 2,493 | 4.1% |
| 30 to 34 minutes | 282,222 | 14.2% | 26,336 | 14.2% | 2,334 | 8.1% | 4,460 | 7.3% |
| 35 to 39 minutes | 59,919 | 3.0% | 4,063 | 2.2% | 304 | 1.1% | 575 | 0.9% |
| 40 to 44 minutes | 60,695 | 3.1% | 3,969 | 2.1% | 393 | 1.4% | 588 | 1.0% |
| 45 to 59 minutes | 135,069 | 6.8% | 6,766 | 3.7% | 424 | 1.5% | 973 | 1.6% |
| 60 to 89 minutes | 73,025 | 3.7% | 4,281 | 2.3% | 529 | 1.8% | 1,018 | 1.7% |
| 90 or more minutes | 36,495 | 1.8% | 2,109 | 1.1% | 274 | 0.9% | 609 | 1.0% |

Source: 2015-5yr ACS (Census)

7.3 MARKET AREA DEFINITION

The market area for this report has been defined as Census tracts 12, 13, 21, 22, 23, 24, 25, 26.02, 26.03, 26.04, 27, 28, 29, 30, 112.01, 116.03, 116.04, 117.01, and 117.02 in Richland County (2010 Census). The market area is defined in terms of standard US Census geography so it will be possible to obtain accurate, verifiable information about it. The Market Area Map highlights this area.

8 DEMOGRAPHIC ANALYSIS

8.1 POPULATION

8.1.1 POPULATION TRENDS

Housing demand is most closely associated with population trends. While no population projection presently exists for the market area, one is calculated from existing figures and shown below.

Population Trends

| Year | State | County | Market Area | City |
|------|-----------|---------|-------------|---------|
| 2008 | 4,511,428 | 372,597 | 62,109 | 127,605 |
| 2009 | 4,575,864 | 378,989 | 62,812 | 128,777 |
| 2010 | 4,630,351 | 384,596 | 65,346 | 129,757 |
| 2011 | 4,679,602 | 389,708 | 66,691 | 131,004 |
| 2012 | 4,727,273 | 393,707 | 66,986 | 131,331 |

Sources: 2010 to 2015-5yr ACS (Census)

As can be seen in the table above the population in the market area was 62,109 in 2008 and grew to 66,986 in 2012.

8.1.2 ELDERLY POPULATION TRENDS

The population trends for elderly age groups are of interest as an indicator of the future need for elderly apartments. *The proposal is for elderly 62+.*

55+ Elderly Population Trends for the Market Area

| Year | State | County | Market Area | City |
|------|-----------|--------|-------------|--------|
| 2008 | 1,144,331 | 73,846 | 12,462 | 23,085 |
| 2009 | 1,185,643 | 76,716 | 12,919 | 23,291 |
| 2010 | 1,225,682 | 79,517 | 12,974 | 23,493 |
| 2011 | 1,264,966 | 81,966 | 12,907 | 23,693 |
| 2012 | 1,306,805 | 84,786 | 12,738 | 23,819 |

Sources: 2010 to 2015-5yr ACS (Census)

8.1.3 AGE

Population is shown below for several age categories. The percent figures are presented in such a way as to easily compare the market area to the state, which is a "norm." This will point out any peculiarities in the market area.

Persons by Age

| | State | % | County | % | Market Area | % | City | % |
|----------|-----------|-------|---------|-------|-------------|-------|---------|-------|
| Total | 4,625,364 | | 384,504 | | 64,318 | | 129,272 | |
| Under 20 | 1,224,425 | 26.5% | 105,605 | 27.5% | 16,163 | 25.1% | 33,286 | 25.7% |
| 20 to 34 | 924,550 | 20.0% | 98,800 | 25.7% | 22,517 | 35.0% | 44,999 | 34.8% |
| 35 to 54 | 1,260,720 | 27.3% | 101,413 | 26.4% | 13,096 | 20.4% | 28,283 | 21.9% |
| 55 to 61 | 418,651 | 9.1% | 30,651 | 8.0% | 4,610 | 7.2% | 8,563 | 6.6% |
| 62 to 64 | 165,144 | 3.6% | 10,494 | 2.7% | 1,635 | 2.5% | 2,891 | 2.2% |
| 65 plus | 631,874 | 13.7% | 37,541 | 9.8% | 6,297 | 9.8% | 11,250 | 8.7% |
| 55 plus | 1,215,669 | 26.3% | 78,686 | 20.5% | 12,542 | 19.5% | 22,704 | 17.6% |
| 62 plus | 797,018 | 17.2% | 48,035 | 12.5% | 7,932 | 12.3% | 14,141 | 10.9% |

Source: 2010 Census

8.1.4 RACE AND HISPANIC ORIGIN

The racial composition of the market area does not factor into the demand for units; the information below is provided for reference.

Note that "Hispanic" is not a racial category. "White," "Black," and "Other" represent 100% of the population. Some people in each of those categories also consider themselves "Hispanic." The percent figures allow for a comparison between the state ("norm") and the market area.

Race and Hispanic Origin

| | State | % | County | % | Market Area | % | City | % |
|-------------------------------|-----------|-------|---------|-------|-------------|-------|---------|-------|
| Total | 4,625,364 | | 384,504 | | 64,318 | | 129,272 | |
| Not Hispanic or Latino | 4,389,682 | 94.9% | 365,867 | 95.2% | 62,175 | 96.7% | 123,650 | 95.7% |
| White | 2,962,740 | 64.1% | 174,267 | 45.3% | 44,807 | 69.7% | 64,062 | 49.6% |
| Black or African American | 1,279,998 | 27.7% | 174,549 | 45.4% | 14,747 | 22.9% | 53,948 | 41.7% |
| American Indian | 16,614 | 0.4% | 987 | 0.3% | 131 | 0.2% | 363 | 0.3% |
| Asian | 58,307 | 1.3% | 8,433 | 2.2% | 1,595 | 2.5% | 2,846 | 2.2% |
| Native Hawaiian | 2,113 | 0.0% | 372 | 0.1% | 35 | 0.1% | 150 | 0.1% |
| Some Other Race | 5,714 | 0.1% | 562 | 0.1% | 62 | 0.1% | 162 | 0.1% |
| Two or More Races | 64,196 | 1.4% | 6,697 | 1.7% | 798 | 1.2% | 2,119 | 1.6% |
| Hispanic or Latino | 235,682 | 5.1% | 18,637 | 4.8% | 2,143 | 3.3% | 5,622 | 4.3% |
| White | 97,260 | 2.1% | 7,707 | 2.0% | 1,068 | 1.7% | 2,715 | 2.1% |
| Black or African American | 10,686 | 0.2% | 1,989 | 0.5% | 155 | 0.2% | 589 | 0.5% |
| American Indian | 2,910 | 0.1% | 243 | 0.1% | 14 | 0.0% | 71 | 0.1% |
| Asian | 744 | 0.0% | 115 | 0.0% | 10 | 0.0% | 33 | 0.0% |
| Native Hawaiian | 593 | 0.0% | 53 | 0.0% | 2 | 0.0% | 14 | 0.0% |
| Some Other Race | 107,750 | 2.3% | 6,796 | 1.8% | 741 | 1.2% | 1,760 | 1.4% |
| Two or More Races | 15,739 | 0.3% | 1,734 | 0.5% | 153 | 0.2% | 440 | 0.3% |

Source: 2010 Census

Note that the "Native Hawaiian" category above also includes "Other Pacific Islander" and the "American Indian" category also includes "Alaska Native."

8.1.5 RACE ALONE OR IN COMBINATION AND HISPANIC OR LATINO FOR TRACT 117.02

| | Tract Number | Tract Percent | Hispanic |
|--|-----------------|------------------|----------|
| Total population (all races) | 3,550 | 100 | |
| WHITE | | | |
| White alone or in combination [1] | 240 | 7 | |
| Hispanic or Latino | 12 | 0.3 | 12 |
| White alone | 224 | 6.3 | |
| Hispanic or Latino | 9 | 0.3 | |
| BLACK OR AFRICAN AMERICAN | | | |
| Black or African American alone or in combination [1] | 3,291 | 92.7 | |
| Hispanic or Latino | 6 | 0.2 | 6 |
| Black or African American alone | 3,261 | 91.9 | |
| Hispanic or Latino | 4 | 0.1 | |
| AMERICAN INDIAN AND ALASKA NATIVE | | | |
| American Indian and Alaska Native alone or in combination [1] | 19 | 0.5 | |
| Hispanic or Latino | 0 | 0.0 | 0 |
| American Indian and Alaska Native alone | 6 | 0.2 | |
| Hispanic or Latino | 0 | 0.0 | |
| ASIAN | | | |
| Asian alone or in combination [1] | 23 | 0.6 | |
| Hispanic or Latino | 0 | 0.0 | 0 |
| Asian alone | 15 | 0.4 | |
| Hispanic or Latino | 0 | 0.0 | |
| NATIVE HAWAIIAN AND OTHER PACIFIC ISLANDER | | | |
| Native Hawaiian and Other Pacific Islander alone or in combination [1] | 4 | 0.1 | |
| Hispanic or Latino | 0 | 0.0 | 0 |
| Native Hawaiian and Other Pacific Islander alone | 1 | 0.0 | |
| Hispanic or Latino | 0 | 0.0 | |
| SOME OTHER RACE | | | |
| Some Other Race alone or in combination [1] | 13 | 0.4 | |
| Hispanic or Latino | 7 | 0.2 | 7 |
| Some Other Race alone | 8 | 0.2 | |
| Hispanic or Latino | 6 | 0.2 | |

REQUIRED SCSHFDA TABLE:

<http://factfinder.census.gov/>

X Not applicable.

[1] The race concept "alone or in combination" includes people who reported a single race alone (e.g., Asian) and people who reported that race in combination with one or more of the other race groups (i.e., White, Black or African American, American Indian and Alaska Native, Native Hawaiian and Other Pacific Islander, and Some Other Race). The "alone or in combination" concept, therefore, represents the maximum number of people who reported as that race group, either alone, or in combination with another race(s). The sum of the six individual race "alone or in combination" categories may add to more than the total population because people who reported more than one race are tallied in each race category.

Source: 2010 Census, QT-P6

The following table is required by *Bulletin #2—Revised*, dated February 18, 2015.

8.1.6 REQUIRED SCSHFDA TABLE FOR THE TRACT THE SITE IS IN

| Minority Group | Statewide Pct | Concentration Threshold | Tract Number | Tract Percent |
|--|---------------|----------------------------|-----------------|------------------|
| Total Minority Population | 33.8 | 53.8 | 3,338 | 94.0 |
| Black or African American | 27.9 | 47.9 | 3,291 | 92.7 |
| American Indian and Alaska Native | 0.4 | 20.4 | 19 | 0.5 |
| Asian | 1.3 | 21.3 | 23 | 0.6 |
| Native Hawaiian and Other Pacific Islander | 0.1 | 20.1 | 4 | 0.1 |
| Hispanic or Latino | 5.1 | 25.1 | 25 | 0.7 |

Total Minority = 3,550 - 224 + 9 = 3,338 (i.e., Total population less non-Hispanic white alone.)

Source: QT-P6; Calculations by John Wall and Associates

8.2 HOUSEHOLDS

8.2.1 HOUSEHOLD TRENDS

The following table shows the change in the number of households between the base year and the projected year of completion.

Household Trends

| <u>Year</u> | <u>State</u> | <u>County</u> | <u>Market Area</u> | <u>City</u> |
|-------------|--------------|---------------|--------------------|-------------|
| 2008 | 1,741,994 | 141,564 | 25,338 | 46,575 |
| 2009 | 1,758,732 | 142,773 | 25,783 | 46,496 |
| 2010 | 1,768,255 | 143,212 | 25,573 | 45,610 |
| 2011 | 1,780,251 | 143,874 | 25,288 | 45,112 |
| 2012 | 1,795,715 | 144,647 | 25,070 | 44,992 |

Sources: 2010 to 2015-5yr ACS (Census)

As can be seen in the table above there were 25,338 households in the market area in 2008 which decreased to 25,070 in 2012.

8.2.2 ELDERLY HOUSEHOLD TRENDS

The following table shows the number of households in various elderly categories for several years.

Elderly Household Trends

| <u>Year</u> | <u>State</u> | <u>County</u> | <u>Market Area</u> | <u>City</u> |
|-------------|--------------|---------------|--------------------|-------------|
| 2008 | 700,155 | 46,012 | 8,365 | 14,913 |
| 2009 | 725,199 | 48,025 | 8,690 | 15,184 |
| 2010 | 747,876 | 49,372 | 8,590 | 15,080 |
| 2011 | 768,018 | 50,629 | 8,455 | 14,857 |
| 2012 | 790,420 | 52,344 | 8,539 | 14,948 |

Sources: 2010 to 2015-5yr ACS (Census)

8.2.3 HOUSEHOLD TENURE

The tables below show how many units are occupied by owners and by renters. The percent of the households in the market area that are occupied by renters will be used later in determining the demand for new rental housing.

Occupied Housing Units by Tenure

| | <u>State</u> | <u>%</u> | <u>County</u> | <u>%</u> | <u>Market Area</u> | <u>%</u> | <u>City</u> | <u>%</u> |
|------------|--------------|----------|---------------|----------|--------------------|----------|-------------|----------|
| Households | 1,801,181 | — | 145,194 | — | 25,845 | — | 45,666 | — |
| Owner | 1,248,805 | 69.3% | 89,023 | 61.3% | 12,943 | 50.1% | 21,641 | 47.4% |
| Renter | 552,376 | 30.7% | 56,171 | 38.7% | 12,902 | 49.9% | 24,025 | 52.6% |

Source: 2010 Census

From the table above, it can be seen that 49.9% of the households in the market area rent. This percentage will be used later in the report to calculate the number of general occupancy units necessary to accommodate household growth.

8.2.4 ELDERLY HOUSEHOLD TENURE

The table below shows tenure by age. The percentage calculated is the percent owners or renters in each age group.

Occupied Housing Units by Tenure by Age

| | <u>State</u> | <u>%</u> | <u>County</u> | <u>%</u> | <u>Market Area</u> | <u>%</u> | <u>City</u> | <u>%</u> |
|-------------------------|--------------|----------|---------------|----------|--------------------|----------|-------------|----------|
| Owner occupied: | 1,248,805 | 69.3% | 89,023 | 61.3% | 12,943 | 50.1% | 21,641 | 47.4% |
| 15 to 24 years | 17,132 | 19.4% | 1,311 | 11.9% | 391 | 8.0% | 613 | 10.8% |
| 25 to 34 years | 127,978 | 47.8% | 11,194 | 40.7% | 1,564 | 32.2% | 3,206 | 31.8% |
| 35 to 44 years | 208,648 | 66.0% | 16,534 | 61.0% | 1,992 | 57.8% | 3,464 | 48.9% |
| 45 to 54 years | 271,475 | 73.8% | 20,361 | 69.2% | 2,648 | 64.4% | 4,248 | 54.3% |
| 55 to 59 years | 138,407 | 78.5% | 10,135 | 74.8% | 1,523 | 71.6% | 2,390 | 62.5% |
| 60 to 64 years | 139,143 | 82.3% | 9,251 | 79.4% | 1,409 | 75.7% | 2,200 | 66.6% |
| 65 to 74 years | 200,422 | 84.8% | 11,272 | 82.1% | 1,686 | 74.2% | 2,676 | 69.1% |
| 75 to 84 years | 111,323 | 83.9% | 6,683 | 81.7% | 1,150 | 74.8% | 1,960 | 72.8% |
| 85 + | 34,277 | 73.8% | 2,282 | 74.8% | 580 | 74.6% | 884 | 69.3% |
| Renter occupied: | 552,376 | 30.7% | 56,171 | 38.7% | 12,902 | 49.9% | 24,025 | 52.6% |
| 15 to 24 years | 71,339 | 80.6% | 9,706 | 88.1% | 4,467 | 92.0% | 5,085 | 89.2% |
| 25 to 34 years | 139,948 | 52.2% | 16,317 | 59.3% | 3,290 | 67.8% | 6,884 | 68.2% |
| 35 to 44 years | 107,375 | 34.0% | 10,557 | 39.0% | 1,454 | 42.2% | 3,614 | 51.1% |
| 45 to 54 years | 96,611 | 26.2% | 9,054 | 30.8% | 1,464 | 35.6% | 3,581 | 45.7% |
| 55 to 59 years | 37,837 | 21.5% | 3,411 | 25.2% | 605 | 28.4% | 1,437 | 37.5% |
| 60 to 64 years | 29,875 | 17.7% | 2,399 | 20.6% | 452 | 24.3% | 1,103 | 33.4% |
| 65 to 74 years | 35,816 | 15.2% | 2,459 | 17.9% | 586 | 25.8% | 1,198 | 30.9% |
| 75 to 84 years | 21,381 | 16.1% | 1,501 | 18.3% | 387 | 25.2% | 732 | 27.2% |
| 85 + | 12,194 | 26.2% | 767 | 25.2% | 197 | 25.4% | 391 | 30.7% |

Source: 2010 Census

From the table above, tenure can be determined for various age groups of interest for the market area.

Occupied Housing Units by Tenure by Age for the Market Area

| | <u>Owners</u> | <u>%</u> | <u>Renters</u> | <u>%</u> |
|------|---------------|----------|----------------|----------|
| 55 + | 6,348 | 74.0% | 2,227 | 26.0% |
| 62 + | 4,261 | 74.7% | 1,441 | 25.3% |
| 65 + | 3,416 | 74.5% | 1,170 | 25.5% |

Source: 2010 Census

8.3 PROJECTIONS

For the data shown above projections of future population and households are created by calculating the percent change between each pair of years, discarding the high value and the low value, and averaging the remainder.

Population and Household Projections

| <u>Projections</u> | <u>Population</u> | <u>Annual Change</u> | <u>Households</u> | <u>Annual Change</u> |
|--------------------|-------------------|----------------------|-------------------|----------------------|
| 2016 | 71,363 | 1,459 | 24,240 | -277 |
| 2017 | 72,501 | 1,138 | 24,037 | -203 |
| 2018 | 73,657 | 1,156 | 23,836 | -201 |
| 2019 | 74,832 | 1,175 | 23,636 | -200 |

Source: John Wall and Associates from figures above

As seen in the table above, the number of households is projected to decrease by -604 from 2016 to 2019.

Similarly, projections are made for elderly population and households for the market area.

Elderly Population Projections

| <u>Projections</u> | <u>55+</u> | <u>Change</u> | <u>62+</u> | <u>Change</u> | <u>65+</u> | <u>Change</u> |
|--------------------|------------|---------------|------------|---------------|------------|---------------|
| 2016 | 12,715 | | 8,591 | | 7,037 | |
| 2017 | 12,709 | -6 | 8,616 | 25 | 7,076 | 39 |
| 2018 | 12,703 | -6 | 8,641 | 25 | 7,115 | 39 |
| 2019 | 12,697 | -6 | 8,666 | 25 | 7,154 | 39 |
| 2016 to 2019 | | -12 | | 50 | | 78 |

Source: John Wall and Associates from figures above

Elderly Household Projections

| <u>Projections</u> | <u>55+</u> | <u>Change</u> | <u>62+</u> | <u>Change</u> | <u>65+</u> | <u>Change</u> |
|--------------------|------------|---------------|------------|---------------|------------|---------------|
| 2016 | 8,511 | | 5,698 | | 4,836 | |
| 2017 | 8,504 | -7 | 5,731 | 33 | 4,876 | 40 |
| 2018 | 8,497 | -7 | 5,764 | 33 | 4,876 | 0 |
| 2019 | 8,490 | -7 | 5,798 | 34 | 4,876 | 0 |
| 2016 to 2019 | | -21 | | 100 | | 40 |

Source: John Wall and Associates from figures above

8.3.1 HOUSEHOLD SIZE

Household size is another characteristic that needs to be examined. The household size of those presently renting can be used as a strong indicator of the bedroom mix required. Renters and owners have been shown separately in the tables below because the make-up of owner-occupied units is significantly different from that of renters. A comparison of the percent figures for the market area and the state ("norm") is often of interest.

Housing Units by Persons in Unit

| | <u>State</u> | | <u>County</u> | | <u>Market Area</u> | | <u>City</u> | |
|-------------------------|--------------|-------|---------------|-------|--------------------|-------|-------------|-------|
| Owner occupied: | 1,248,805 | — | 89,023 | — | 12,943 | — | 21,641 | — |
| 1-person | 289,689 | 23.2% | 22,842 | 25.7% | 4,081 | 31.5% | 7,209 | 33.3% |
| 2-person | 477,169 | 38.2% | 31,289 | 35.1% | 4,759 | 36.8% | 7,758 | 35.8% |
| 3-person | 210,222 | 16.8% | 15,261 | 17.1% | 1,851 | 14.3% | 3,155 | 14.6% |
| 4-person | 164,774 | 13.2% | 12,123 | 13.6% | 1,491 | 11.5% | 2,249 | 10.4% |
| 5-person | 69,110 | 5.5% | 4,953 | 5.6% | 573 | 4.4% | 893 | 4.1% |
| 6-person | 24,016 | 1.9% | 1,666 | 1.9% | 128 | 1.0% | 240 | 1.1% |
| 7-or-more | 13,825 | 1.1% | 889 | 1.0% | 60 | 0.5% | 137 | 0.6% |
| Renter occupied: | 552,376 | — | 56,171 | — | 12,902 | — | 24,025 | — |
| 1-person | 188,205 | 34.1% | 20,986 | 37.4% | 5,366 | 41.6% | 10,147 | 42.2% |
| 2-person | 146,250 | 26.5% | 14,956 | 26.6% | 3,749 | 29.1% | 6,810 | 28.3% |
| 3-person | 93,876 | 17.0% | 9,193 | 16.4% | 2,078 | 16.1% | 3,494 | 14.5% |
| 4-person | 67,129 | 12.2% | 6,029 | 10.7% | 1,175 | 9.1% | 2,009 | 8.4% |
| 5-person | 33,904 | 6.1% | 2,978 | 5.3% | 331 | 2.6% | 930 | 3.9% |
| 6-person | 13,817 | 2.5% | 1,235 | 2.2% | 121 | 0.9% | 382 | 1.6% |
| 7-or-more | 9,195 | 1.7% | 794 | 1.4% | 82 | 0.6% | 253 | 1.1% |

Source: 2010 Census

The percent and number of large (5 or more persons) households in the market is an important fact to consider in projects with a significant number of 3 or 4 bedroom units. In such cases, this fact has been taken into account and is used to refine the analysis. It also helps to determine the upper income limit for the purpose of calculating demand. In the market area, 4.1% of the renter households are large, compared to 10.3% in the state.

8.3.2 HOUSEHOLD INCOMES

The table below shows the number of households (both renter and owner) that fall within various income ranges for the market area.

Number of Households in Various Income Ranges

| | <u>State</u> | <u>%</u> | <u>County</u> | <u>%</u> | <u>Market Area</u> | <u>%</u> | <u>City</u> | <u>%</u> |
|-------------------------------|--------------|----------|---------------|----------|--------------------|----------|-------------|----------|
| Total: | 1,815,094 | | 145,069 | | 24,677 | | 44,506 | |
| Less than \$10,000 | 160,030 | 8.8% | 12,367 | 8.5% | 3,183 | 12.9% | 5,505 | 12.4% |
| \$10,000 to \$14,999 | 116,567 | 6.4% | 7,430 | 5.1% | 1,805 | 7.3% | 3,346 | 7.5% |
| \$15,000 to \$19,999 | 112,481 | 6.2% | 7,754 | 5.3% | 1,281 | 5.2% | 2,290 | 5.1% |
| \$20,000 to \$24,999 | 113,343 | 6.2% | 8,507 | 5.9% | 1,590 | 6.4% | 2,774 | 6.2% |
| \$25,000 to \$29,999 | 106,166 | 5.8% | 8,441 | 5.8% | 1,385 | 5.6% | 2,743 | 6.2% |
| \$30,000 to \$34,999 | 103,562 | 5.7% | 8,293 | 5.7% | 1,263 | 5.1% | 2,757 | 6.2% |
| \$35,000 to \$39,999 | 95,753 | 5.3% | 6,878 | 4.7% | 996 | 4.0% | 2,061 | 4.6% |
| \$40,000 to \$44,999 | 91,524 | 5.0% | 8,132 | 5.6% | 1,245 | 5.0% | 2,487 | 5.6% |
| \$45,000 to \$49,999 | 79,090 | 4.4% | 5,659 | 3.9% | 834 | 3.4% | 1,705 | 3.8% |
| \$50,000 to \$59,999 | 148,502 | 8.2% | 12,286 | 8.5% | 1,656 | 6.7% | 3,310 | 7.4% |
| \$60,000 to \$74,999 | 180,498 | 9.9% | 13,961 | 9.6% | 1,890 | 7.7% | 3,943 | 8.9% |
| \$75,000 to \$99,999 | 204,041 | 11.2% | 17,397 | 12.0% | 2,038 | 8.3% | 3,970 | 8.9% |
| \$100,000 to \$124,999 | 123,026 | 6.8% | 10,724 | 7.4% | 1,583 | 6.4% | 2,378 | 5.3% |
| \$125,000 to \$149,999 | 67,800 | 3.7% | 6,536 | 4.5% | 1,050 | 4.3% | 1,526 | 3.4% |
| \$150,000 to \$199,999 | 60,171 | 3.3% | 5,587 | 3.9% | 1,102 | 4.5% | 1,619 | 3.6% |
| \$200,000 or more | 52,540 | 2.9% | 5,117 | 3.5% | 1,776 | 7.2% | 2,092 | 4.7% |

Source: 2015-5yr ACS (Census)

8.3.3 ELDERLY HOUSEHOLD INCOMES

The number and percent of elderly households are shown in the table below.

Number of Elderly Households in Various Income Ranges

| | <u>State</u> | <u>%</u> | <u>County</u> | <u>%</u> | <u>Market Area</u> | <u>%</u> | <u>City</u> | <u>%</u> |
|-------------------------------|--------------|----------|---------------|----------|--------------------|----------|-------------|----------|
| Under 55 | 1,004,013 | | 90,633 | | 16,158 | | 29,161 | |
| Less than \$10,000 | 95,248 | 9.5% | 8,436 | 9.3% | 2,407 | 14.9% | 3,895 | 13.4% |
| \$10,000 to \$14,999 | 52,586 | 5.2% | 4,521 | 5.0% | 1,172 | 7.3% | 2,070 | 7.1% |
| \$15,000 to \$19,999 | 55,154 | 5.5% | 4,461 | 4.9% | 776 | 4.8% | 1,255 | 4.3% |
| \$20,000 to \$24,999 | 56,964 | 5.7% | 5,135 | 5.7% | 1,141 | 7.1% | 1,743 | 6.0% |
| \$25,000 to \$29,999 | 54,821 | 5.5% | 5,532 | 6.1% | 959 | 5.9% | 1,874 | 6.4% |
| \$30,000 to \$34,999 | 56,715 | 5.6% | 5,325 | 5.9% | 979 | 6.1% | 1,979 | 6.8% |
| \$35,000 to \$39,999 | 51,917 | 5.2% | 4,191 | 4.6% | 647 | 4.0% | 1,302 | 4.5% |
| \$40,000 to \$44,999 | 51,861 | 5.2% | 5,575 | 6.2% | 889 | 5.5% | 1,825 | 6.3% |
| \$45,000 to \$49,999 | 43,823 | 4.4% | 3,530 | 3.9% | 527 | 3.3% | 1,145 | 3.9% |
| \$50,000 to \$59,999 | 83,923 | 8.4% | 8,112 | 8.9% | 1,142 | 7.1% | 2,327 | 8.0% |
| \$60,000 to \$74,999 | 106,606 | 10.6% | 8,797 | 9.7% | 1,210 | 7.5% | 2,717 | 9.3% |
| \$75,000 to \$99,999 | 121,578 | 12.1% | 10,815 | 11.9% | 1,220 | 7.6% | 2,508 | 8.6% |
| \$100,000 to \$124,999 | 72,981 | 7.3% | 6,406 | 7.1% | 864 | 5.3% | 1,412 | 4.8% |
| \$125,000 to \$149,999 | 39,004 | 3.9% | 3,790 | 4.2% | 650 | 4.0% | 981 | 3.4% |
| \$150,000 to \$199,999 | 33,795 | 3.4% | 3,272 | 3.6% | 627 | 3.9% | 933 | 3.2% |
| \$200,000 or more | 27,039 | 2.7% | 2,739 | 3.0% | 950 | 5.9% | 1,198 | 4.1% |
| 55+ | 811,081 | | 54,436 | | 8,519 | | 15,345 | |
| Less than \$10,000 | 64,782 | 8.0% | 3,931 | 7.2% | 776 | 9.1% | 1,610 | 10.5% |
| \$10,000 to \$14,999 | 63,981 | 7.9% | 2,910 | 5.3% | 633 | 7.4% | 1,276 | 8.3% |
| \$15,000 to \$19,999 | 57,327 | 7.1% | 3,294 | 6.1% | 506 | 5.9% | 1,035 | 6.7% |
| \$20,000 to \$24,999 | 56,379 | 7.0% | 3,372 | 6.2% | 449 | 5.3% | 1,032 | 6.7% |
| \$25,000 to \$29,999 | 51,346 | 6.3% | 2,909 | 5.3% | 426 | 5.0% | 870 | 5.7% |
| \$30,000 to \$34,999 | 46,848 | 5.8% | 2,969 | 5.5% | 284 | 3.3% | 779 | 5.1% |
| \$35,000 to \$39,999 | 43,836 | 5.4% | 2,688 | 4.9% | 350 | 4.1% | 760 | 4.9% |
| \$40,000 to \$44,999 | 39,663 | 4.9% | 2,558 | 4.7% | 356 | 4.2% | 662 | 4.3% |
| \$45,000 to \$49,999 | 35,267 | 4.3% | 2,129 | 3.9% | 307 | 3.6% | 560 | 3.6% |
| \$50,000 to \$59,999 | 64,579 | 8.0% | 4,175 | 7.7% | 515 | 6.0% | 983 | 6.4% |
| \$60,000 to \$74,999 | 73,892 | 9.1% | 5,164 | 9.5% | 680 | 8.0% | 1,227 | 8.0% |
| \$75,000 to \$99,999 | 82,463 | 10.2% | 6,582 | 12.1% | 818 | 9.6% | 1,462 | 9.5% |
| \$100,000 to \$124,999 | 50,045 | 6.2% | 4,318 | 7.9% | 720 | 8.4% | 966 | 6.3% |
| \$125,000 to \$149,999 | 28,796 | 3.6% | 2,747 | 5.0% | 400 | 4.7% | 545 | 3.6% |
| \$150,000 to \$199,999 | 26,377 | 3.3% | 2,316 | 4.3% | 475 | 5.6% | 686 | 4.5% |
| \$200,000 or more | 25,502 | 3.1% | 2,378 | 4.4% | 826 | 9.7% | 895 | 5.8% |

Source: 2015-5yr ACS (Census)

9 MARKET AREA ECONOMY

The economy of the market area will have an impact on the need for apartment units.

Occupation of Employed Persons Age 16 Years And Over

| | <u>State</u> | <u>%</u> | <u>County</u> | <u>%</u> | <u>Market Area</u> | <u>%</u> | <u>City</u> | <u>%</u> |
|--|--------------|----------|---------------|----------|--------------------|----------|-------------|----------|
| Total | 2,075,274 | | 184,364 | | 31,022 | | 56,459 | |
| Management, business, science, and arts occupations: | 686,558 | 33% | 71,364 | 39% | 14,155 | 46% | 23,181 | 41% |
| Management, business, and financial occupations: | 268,390 | 13% | 27,084 | 15% | 4,474 | 14% | 8,144 | 14% |
| Management occupations | 186,342 | 9% | 16,442 | 9% | 2,994 | 10% | 5,152 | 9% |
| Business and financial operations occupations | 82,048 | 4% | 10,642 | 6% | 1,480 | 5% | 2,992 | 5% |
| Computer, engineering, and science occupations: | 89,159 | 4% | 8,876 | 5% | 1,485 | 5% | 2,630 | 5% |
| Computer and mathematical occupations | 38,272 | 2% | 4,736 | 3% | 661 | 2% | 1,326 | 2% |
| Architecture and engineering occupations | 37,348 | 2% | 2,709 | 1% | 303 | 1% | 687 | 1% |
| Life, physical, and social science occupations | 13,539 | 1% | 1,431 | 1% | 521 | 2% | 617 | 1% |
| Education, legal, community service, arts, and media occupations: | 205,502 | 10% | 23,583 | 13% | 6,001 | 19% | 8,939 | 16% |
| Community and social service occupations | 36,106 | 2% | 4,267 | 2% | 635 | 2% | 1,269 | 2% |
| Legal occupations | 18,218 | 1% | 2,908 | 2% | 1,357 | 4% | 1,619 | 3% |
| Education, training, and library occupations | 122,489 | 6% | 13,367 | 7% | 3,072 | 10% | 4,624 | 8% |
| Arts, design, entertainment, sports, and media occupations | 28,689 | 1% | 3,041 | 2% | 937 | 3% | 1,427 | 3% |
| Healthcare practitioners and technical occupations: | 123,507 | 6% | 11,821 | 6% | 2,195 | 7% | 3,468 | 6% |
| Health diagnosing and treating practitioners and other technical occupations | 79,662 | 4% | 7,690 | 4% | 1,745 | 6% | 2,487 | 4% |
| Health technologists and technicians | 43,845 | 2% | 4,131 | 2% | 450 | 1% | 981 | 2% |
| Service occupations: | 379,346 | 18% | 36,189 | 20% | 6,443 | 21% | 12,295 | 22% |
| Healthcare support occupations | 45,060 | 2% | 4,271 | 2% | 371 | 1% | 1,273 | 2% |
| Protective service occupations: | 47,635 | 2% | 5,658 | 3% | 557 | 2% | 1,348 | 2% |
| Fire fighting and prevention, and other protective service workers including supervisors | 26,037 | 1% | 2,640 | 1% | 408 | 1% | 852 | 2% |
| Law enforcement workers including supervisors | 21,598 | 1% | 3,018 | 2% | 149 | 0% | 496 | 1% |
| Food preparation and serving related occupations | 130,819 | 6% | 13,279 | 7% | 3,300 | 11% | 5,374 | 10% |
| Building and grounds cleaning and maintenance occupations | 89,129 | 4% | 7,012 | 4% | 995 | 3% | 2,409 | 4% |
| Personal care and service occupations | 66,703 | 3% | 5,969 | 3% | 1,220 | 4% | 1,891 | 3% |
| Sales and office occupations: | 514,852 | 25% | 48,740 | 26% | 7,341 | 24% | 13,597 | 24% |
| Sales and related occupations | 243,561 | 12% | 21,880 | 12% | 3,738 | 12% | 6,722 | 12% |
| Office and administrative support occupations | 271,291 | 13% | 26,860 | 15% | 3,603 | 12% | 6,875 | 12% |
| Natural resources, construction, and maintenance occupations: | 190,040 | 9% | 10,078 | 5% | 1,403 | 5% | 2,825 | 5% |
| Farming, fishing, and forestry occupations | 10,391 | 1% | 558 | 0% | 27 | 0% | 196 | 0% |
| Construction and extraction occupations | 102,954 | 5% | 5,262 | 3% | 852 | 3% | 1,691 | 3% |
| Installation, maintenance, and repair occupations | 76,695 | 4% | 4,258 | 2% | 524 | 2% | 938 | 2% |
| Production, transportation, and material moving occupations: | 304,478 | 15% | 17,993 | 10% | 1,680 | 5% | 4,561 | 8% |
| Production occupations | 175,310 | 8% | 8,387 | 5% | 851 | 3% | 2,157 | 4% |
| Transportation occupations | 72,210 | 3% | 5,443 | 3% | 405 | 1% | 1,149 | 2% |
| Material moving occupations | 56,958 | 3% | 4,163 | 2% | 424 | 1% | 1,255 | 2% |

Source: 2015-5yr ACS (Census)

Industry of Employed Persons Age 16 Years And Over

| | <u>State</u> | <u>%</u> | <u>County</u> | <u>%</u> | <u>Market Area</u> | <u>%</u> | <u>City</u> | <u>%</u> |
|---|--------------|----------|---------------|----------|--------------------|----------|-------------|----------|
| Total: | 2,075,274 | | 184,364 | | 31,022 | | 56,459 | |
| Agriculture, forestry, fishing and hunting, and mining: | 21,510 | 1% | 1,119 | 1% | 111 | 0% | 313 | 1% |
| Agriculture, forestry, fishing and hunting | 20,113 | 1% | 974 | 1% | 48 | 0% | 231 | 0% |
| Mining, quarrying, and oil and gas extraction | 1,397 | 0% | 145 | 0% | 63 | 0% | 82 | 0% |
| Construction | 132,467 | 6% | 7,365 | 4% | 1,128 | 4% | 2,103 | 4% |
| Manufacturing | 286,743 | 14% | 13,282 | 7% | 1,108 | 4% | 3,304 | 6% |
| Wholesale trade | 56,022 | 3% | 4,019 | 2% | 698 | 2% | 1,076 | 2% |
| Retail trade | 252,318 | 12% | 21,815 | 12% | 3,192 | 10% | 6,412 | 11% |
| Transportation and warehousing, and utilities: | 95,763 | 5% | 7,367 | 4% | 735 | 2% | 1,511 | 3% |
| Transportation and warehousing | 70,181 | 3% | 5,652 | 3% | 606 | 2% | 1,214 | 2% |
| Utilities | 25,582 | 1% | 1,715 | 1% | 129 | 0% | 297 | 1% |
| Information | 38,007 | 2% | 3,950 | 2% | 620 | 2% | 1,219 | 2% |
| Finance and insurance, and real estate and rental and leasing: | 119,623 | 6% | 15,930 | 9% | 2,622 | 8% | 4,674 | 8% |
| Finance and insurance | 83,161 | 4% | 12,492 | 7% | 1,696 | 5% | 3,480 | 6% |
| Real estate and rental and leasing | 36,462 | 2% | 3,438 | 2% | 926 | 3% | 1,194 | 2% |
| Professional, scientific, and management, and administrative and waste management services: | 199,555 | 10% | 18,106 | 10% | 4,068 | 13% | 6,268 | 11% |
| Professional, scientific, and technical services | 100,559 | 5% | 10,269 | 6% | 2,791 | 9% | 3,843 | 7% |
| Management of companies and enterprises | 1,008 | 0% | 5 | 0% | 5 | 0% | 5 | 0% |
| Administrative and support and waste management services | 97,988 | 5% | 7,832 | 4% | 1,272 | 4% | 2,420 | 4% |
| Educational services, and health care and social assistance: | 451,232 | 22% | 45,517 | 25% | 8,898 | 29% | 15,346 | 27% |
| Educational services | 188,187 | 9% | 21,057 | 11% | 5,731 | 18% | 8,094 | 14% |
| Health care and social assistance | 263,045 | 13% | 24,460 | 13% | 3,167 | 10% | 7,252 | 13% |
| Arts, entertainment, and recreation, and accommodation and food services: | 217,146 | 10% | 21,366 | 12% | 4,780 | 15% | 8,028 | 14% |
| Arts, entertainment, and recreation | 36,104 | 2% | 3,333 | 2% | 667 | 2% | 1,384 | 2% |
| Accommodation and food services | 181,042 | 9% | 18,033 | 10% | 4,113 | 13% | 6,644 | 12% |
| Other services, except public administration | 104,212 | 5% | 8,900 | 5% | 1,394 | 4% | 2,367 | 4% |
| Public administration | 100,676 | 5% | 15,628 | 8% | 1,668 | 5% | 3,838 | 7% |

Source: 2015-5yr ACS (Census)

Note: Bold numbers represent category totals and add to 100%

Median Wages by Industry

| | <u>State</u> | <u>County</u> | <u>City</u> |
|---|--------------|---------------|-------------|
| Overall | \$30,515 | \$30,557 | \$26,240 |
| Agriculture, forestry, fishing and hunting, and mining: | \$25,270 | \$21,967 | \$15,950 |
| Agriculture, forestry, fishing and hunting | \$23,134 | \$19,125 | \$12,061 |
| Mining, quarrying, and oil and gas extraction | \$52,616 | \$51,326 | \$50,758 |
| Construction | \$30,358 | \$31,267 | \$25,459 |
| Manufacturing | \$39,967 | \$38,934 | \$34,195 |
| Wholesale trade | \$39,712 | \$44,521 | \$40,745 |
| Retail trade | \$19,666 | \$17,710 | \$14,453 |
| Transportation and warehousing, and utilities: | \$42,378 | \$46,968 | \$28,933 |
| Transportation and warehousing | \$38,417 | \$42,996 | \$24,107 |
| Utilities | \$55,017 | \$60,390 | \$42,379 |
| Information | \$38,385 | \$38,245 | \$40,373 |
| Finance and insurance, and real estate and rental and leasing: | \$38,637 | \$40,497 | \$41,165 |
| Finance and insurance | \$40,298 | \$40,909 | \$42,221 |
| Real estate and rental and leasing | \$34,249 | \$37,708 | \$32,232 |
| Professional, scientific, and management, and administrative and waste management services: | \$32,155 | \$32,838 | \$36,652 |
| Professional, scientific, and technical services | \$48,606 | \$46,827 | \$54,039 |
| Management of companies and enterprises | \$72,143 | — | — |
| Administrative and support and waste management services | \$21,643 | \$20,888 | \$19,348 |
| Educational services, and health care and social assistance: | \$32,150 | \$32,533 | \$29,811 |
| Educational services | \$34,799 | \$33,551 | \$27,129 |
| Health care and social assistance | \$31,139 | \$32,034 | \$30,839 |
| Arts, entertainment, and recreation, and accommodations and food services: | \$13,728 | \$12,544 | \$13,196 |
| Arts, entertainment, and recreation | \$18,458 | \$18,028 | \$14,113 |
| Accommodation and food services | \$13,037 | \$11,931 | \$13,148 |
| Other services except public administration | \$21,850 | \$23,538 | \$18,642 |
| Public administration | \$38,441 | \$40,539 | \$36,880 |

Source: 2015-5yr ACS (Census)

Note: Dashes indicate data suppressed by Census Bureau; no data is available for the market area.

10 INCOME RESTRICTIONS AND AFFORDABILITY

Several economic factors need to be examined in a housing market study. Most important is the number of households that would qualify for apartments on the basis of their incomes. A variety of circumstances regarding restrictions and affordability are outlined below.

These minimum and maximum incomes are used to establish the income *range* for households entering the project. Only households whose incomes fall within the range are considered as a source of demand.

Income data have been shown separately for owner and renter households. Only the renter household income data are used for determining demand for rental units.

Gross rent includes utilities, but it excludes payments of rental assistance by federal, state, and local entities. In this study, gross rent is always monthly.

10.1 HOUSEHOLDS RECEIVING HUD RENTAL ASSISTANCE

The lower limit of the acceptable income range for units with rental assistance is zero income. The upper limit of the acceptable income range for units with HUD rental assistance is established by the HUD guidelines. HUD allows very low income households (50% AMI or less) to receive rental assistance in the general case, and low income households (80% AMI or less) in some cases. HUD also requires that 75% of rental assistance to go to households at or below the 30% AMI level. For the purpose of this study, the tax credit set aside will be used to compute the income limits.

10.2 HOUSEHOLDS NOT RECEIVING RENTAL ASSISTANCE

Most households do not receive rental assistance. With respect to estimating which households may consider the subject a possible housing choice, we will evaluate the gross rent as a percent of their income according to the following formula:

$$\text{gross rent} \div X\% \times 12 \text{ months} = \text{annual income}$$

X% in the formula will vary, depending on the circumstance, as outlined in the next two sections.

10.3 HOUSEHOLDS QUALIFYING FOR UNITS

Households who earn less than a defined percentage (usually 50% or 60%) of the county or MSA median income as adjusted by HUD (AMI) qualify for low income housing units. Therefore, feasibility for projects expecting to receive HOME funds will be based in part on the incomes required to support the rents.

For those units occupied by low income households, the monthly gross rent should not realistically exceed 35% of the household income. However, elderly households can afford to pay a larger portion of their incomes on housing than family households. Elderly households should not realistically exceed 40% of the household income.

10.4 HOUSEHOLDS LIVING IN MARKET RATE UNITS

Minimum incomes for low (and sometimes moderate) income households in market rate units have been calculated the same as low income households (*i.e.*, 35% of income for gross rent).

The maximum likely income for market rate units is established by using 20% of income to be spent on gross rent.

Households in luxury/upscale apartments typically spend less than 30% of their income on rent plus utilities. In other words, the percent of income spent on rent goes down as the income goes up.

10.5 ESTABLISHING QUALIFYING INCOME RANGES

It is critical to establish the number of households that qualify for apartments under the HOME program based on their incomes. The income ranges are established in two stages. First, the maximum incomes allowable are calculated by applying the HOME guidelines. Then, minimum incomes required are calculated. According to United States Code, either 20% of the units must be occupied by households who earn under 50% of the area median gross income (AMI), OR 40% of the units must be occupied by households who earn under 60% of the AMI. Sometimes units are restricted for even lower income households. In many cases, the developer has chosen to restrict the rents for 100% of the units to be for low income households.

Maximum Income Limit (HUD FY 2017)

| <u>Pers.</u> | <u>VLI</u> | <u>60%</u> |
|--------------|------------|------------|
| 1 | 23,450 | 28,140 |
| 2 | 26,800 | 32,160 |
| 3 | 30,150 | 36,180 |
| 4 | 33,500 | 40,200 |
| 5 | 36,200 | 43,440 |
| 6 | 38,900 | 46,680 |
| 7 | 41,550 | 49,860 |
| 8 | 44,250 | 53,100 |

Source: *Very Low Income (50%) Limit and 60% limit: HUD, Low and Very-Low Income Limits by Family Size*
Others: John Wall and Associates, derived from HUD figures

The table above shows the maximum allowable incomes for households moving into the subject based on household size and the percent of area median gross income (AMI).

After establishing the maximum income, the lower income limit will be determined. The lower limit is the income a household must have in order to be able to afford the rent and utilities. The realistic lower limit of the income range is determined by the following formula:

Gross rent ÷ 35% [or 30% or 40%, as described in the subsections above] x 12 months = annual income

This provides for up to 35% [or 30% or 40%] of adjusted annual income (AAI) to be used for rent plus utilities.

The proposed gross rents, as supplied by the client, and the minimum incomes required to maintain 35% [or 30% or 40%] or less of income spent on gross rent are:

Minimum Incomes Required and Gross Rents

| | <u>Bedrooms</u> | <u>Number of Units</u> | <u>Net Rent</u> | <u>Gross Rent</u> | <u>Minimum Income Required</u> | <u>Target Population</u> |
|-----|-----------------|------------------------|-----------------|-------------------|--------------------------------|--------------------------|
| 60% | 2 | 1 | 550 | 726 | \$21,780 | HOME |

Source: *John Wall and Associates from data provided by client*

From the tables above, the practical lower income limits for units *without* rental assistance can be established. Units *with* rental assistance will use \$0 as their lower income limit.

When the minimum incomes required are combined with the maximum limits, the income ranges for households entering the project can be established. Only households whose incomes fall within the ranges can be considered as a source of demand. Note that *both* the income limits *and* the amount of spread in the ranges are important.

10.6 QUALIFYING INCOME RANGES

The most important information from the tables above is summarized in the table below. Income requirements for any PBRA units will be calculated for the contract rent.

Qualifying Income Ranges by Bedrooms and Persons Per Household

| AMI | Bedrooms | Persons | Gross Rent | Income Based Lower Limit | Spread Between Limits | Upper Limit |
|-----|----------|---------|------------|--------------------------|-----------------------|-------------|
| 60% | 2 | 2 | 726 | 21,780 | 10,380 | 32,160 |
| 60% | 2 | 3 | 726 | 21,780 | 14,400 | 36,180 |
| 60% | 2 | 4 | 726 | 21,780 | 18,420 | 40,200 |

Sources: Gross rents: client; Limits: tables on prior pages; Spread: calculated from data in table

10.7 UPPER INCOME DETERMINATION

The income limit for all elderly units is calculated on 2 persons, regardless of number of bedrooms.

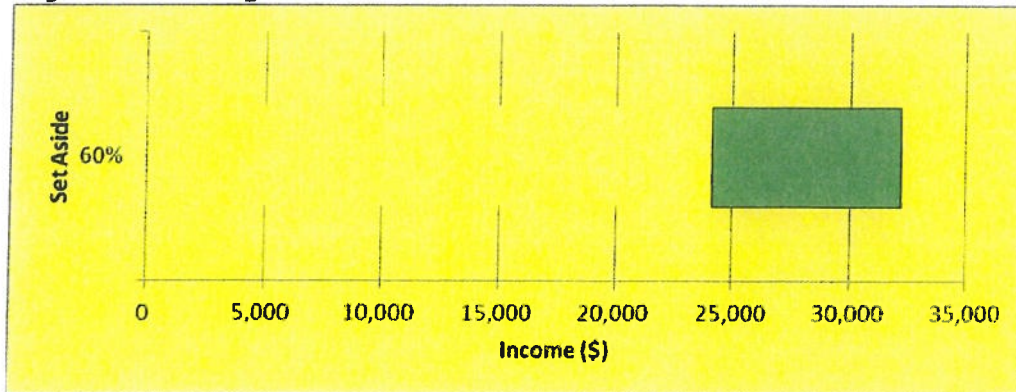
10.8 PROGRAMMATIC AND PRO FORMA RENT ANALYSIS

The table below shows a comparison of programmatic rent and *pro forma* rent.

Qualifying and Proposed and Programmatic Rent Summary

| | 2-BR |
|--------------------------|-------|
| 60% Units | |
| Number of Units | 1 |
| Max Allowable Gross Rent | \$806 |
| Pro Forma Gross Rent | \$726 |
| Difference (\$) | \$80 |
| Difference (%) | 9.9% |

Targeted Income Ranges



An income range of \$21,780 to \$32,160 is reasonable for the 60% AMI units.

10.9 HOUSEHOLDS WITH QUALIFIED INCOMES

The table below shows income levels for renters and owners separately. The number and percent of income qualified *renter* households is calculated from this table.

Number of Specified Households in Various Income Ranges by Tenure

| | State | % | County | % | Market Area | % | City | % |
|-------------------------|-----------|-------|--------|-------|-------------|-------|--------|-------|
| Owner occupied: | 1,244,998 | | 85,975 | | 12,165 | | 20,059 | |
| Less than \$5,000 | 32,246 | 2.6% | 1,912 | 2.2% | 246 | 2.0% | 354 | 1.8% |
| \$5,000 to \$9,999 | 32,635 | 2.6% | 1,747 | 2.0% | 291 | 2.4% | 507 | 2.5% |
| \$10,000 to \$14,999 | 58,479 | 4.7% | 2,424 | 2.8% | 358 | 2.9% | 676 | 3.4% |
| \$15,000 to \$19,999 | 59,164 | 4.8% | 2,889 | 3.4% | 353 | 2.9% | 652 | 3.3% |
| \$20,000 to \$24,999 | 63,130 | 5.1% | 3,262 | 3.8% | 413 | 3.4% | 778 | 3.9% |
| \$25,000 to \$34,999 | 127,899 | 10.3% | 7,424 | 8.6% | 757 | 6.2% | 1,684 | 8.4% |
| \$35,000 to \$49,999 | 180,518 | 14.5% | 11,726 | 13.6% | 1,348 | 11.1% | 2,709 | 13.5% |
| \$50,000 to \$74,999 | 247,460 | 19.9% | 16,775 | 19.5% | 2,029 | 16.7% | 3,689 | 18.4% |
| \$75,000 to \$99,999 | 171,019 | 13.7% | 13,425 | 15.6% | 1,464 | 12.0% | 2,688 | 13.4% |
| \$100,000 to \$149,999 | 168,429 | 13.5% | 14,697 | 17.1% | 2,162 | 17.8% | 3,031 | 15.1% |
| \$150,000 or more | 104,019 | 8.4% | 9,694 | 11.3% | 2,744 | 22.6% | 3,291 | 16.4% |
| Renter occupied: | 570,096 | | 59,094 | | 12,512 | | 24,447 | |
| Less than \$5,000 | 46,224 | 8.1% | 4,289 | 7.3% | 1,335 | 10.7% | 2,429 | 9.9% |
| \$5,000 to \$9,999 | 48,925 | 8.6% | 4,419 | 7.5% | 1,311 | 10.5% | 2,215 | 9.1% |
| \$10,000 to \$14,999 | 58,088 | 10.2% | 5,006 | 8.5% | 1,447 | 11.6% | 2,670 | 10.9% |
| \$15,000 to \$19,999 | 53,317 | 9.4% | 4,865 | 8.2% | 928 | 7.4% | 1,638 | 6.7% |
| \$20,000 to \$24,999 | 50,213 | 8.8% | 5,245 | 8.9% | 1,177 | 9.4% | 1,996 | 8.2% |
| \$25,000 to \$34,999 | 81,829 | 14.4% | 9,310 | 15.8% | 1,891 | 15.1% | 3,816 | 15.6% |
| \$35,000 to \$49,999 | 85,849 | 15.1% | 8,943 | 15.1% | 1,727 | 13.8% | 3,544 | 14.5% |
| \$50,000 to \$74,999 | 81,540 | 14.3% | 9,472 | 16.0% | 1,517 | 12.1% | 3,564 | 14.6% |
| \$75,000 to \$99,999 | 33,022 | 5.8% | 3,972 | 6.7% | 574 | 4.6% | 1,282 | 5.2% |
| \$100,000 to \$149,999 | 22,397 | 3.9% | 2,563 | 4.3% | 471 | 3.8% | 873 | 3.6% |
| \$150,000 or more | 8,692 | 1.5% | 1,010 | 1.7% | 134 | 1.1% | 420 | 1.7% |

Source: 2011 5yr ACS (Census)

The percent of renter households in the appropriate income ranges will be applied to the renter household growth figures to determine the number of new renter households that will be income qualified to move into each of the different unit types the subject will offer.

Percent of Renter Households in Appropriate Income Ranges for the Market Area

| AMI | | 60% | |
|-------------------------|-------------------|--------|--------------|
| Lower Limit | | 21,780 | |
| Upper Limit | | 32,160 | |
| | Mkt. Area | % | # |
| Renter occupied: | Households | | |
| Less than \$5,000 | 1,335 | — | 0 |
| \$5,000 to \$9,999 | 1,311 | — | 0 |
| \$10,000 to \$14,999 | 1,447 | — | 0 |
| \$15,000 to \$19,999 | 928 | — | 0 |
| \$20,000 to \$24,999 | 1,177 | 0.64 | 758 |
| \$25,000 to \$34,999 | 1,891 | 0.72 | 1,354 |
| \$35,000 to \$49,999 | 1,727 | — | 0 |
| \$50,000 to \$74,999 | 1,517 | — | 0 |
| \$75,000 to \$99,999 | 574 | — | 0 |
| \$100,000 to \$149,999 | 471 | — | 0 |
| \$150,000 or more | 134 | — | 0 |
| Total | 12,512 | | 2,112 |
| Percent in Range | | | 16.9% |

Source: John Wall and Associates from figures above

The table above shows how many renter households are in each income range. The number and percent are given in the last two rows (e.g., 2,112, or 16.9% of the renter households in the market area are in the 60% range.)

11 DEMAND

11.1 DEMAND FROM NEW HOUSEHOLDS

11.1.1 NEW HOUSEHOLDS

It was shown in the Household Trends section of this study that 100 new housing units will be needed by the year of completion. It was shown in the Tenure section that the area ratio of rental units to total units is 25.3%. Therefore, 25 of these new units will need to be rental.

The table "Percent of Renter Households in Appropriate Income Ranges for the Market Area" shows the percentage of renter households in various income ranges. These percentages are applied to the total number of new rental units needed to arrive at the *number of new rental units needed in the relevant income categories:*

New Renter Households in Each Income Range for the Market Area

| | New Renter Households | Percent Income Qualified | Demand due to new Households |
|-------------------------------|-----------------------------|--------------------------------|------------------------------------|
| 60% AMI: \$21,780 to \$32,160 | 25 | 16.9% | 4 |

Source: John Wall and Associates from figures above

11.2 DEMAND FROM EXISTING HOUSEHOLDS

11.2.1 DEMAND FROM RENT OVERBURDEN HOUSEHOLDS

A household is defined as rent overburdened when it pays 30% or more of its income on gross rent (rent plus utilities). Likewise, the household is *severely* rent overburdened if it pays 35% or more of its income on gross rent.

For units *without* rental assistance, households may pay 35% of their incomes for gross rent. Therefore, up to 35% of income for gross rent is used in establishing affordability in the "Demand from New Households" calculations. Hence, only *severely* (paying in excess of 35%) rent overburdened households are counted as a source of demand for units without rental assistance.

For units *with* rental assistance (tenants pay only 30% of their income for gross rent), any households paying more than 30% for gross rent would benefit by moving into the unit so all overburdened households in the relevant income range are counted as a source of demand.

The following table presents data on rent overburdened households in various income ranges.

Percentage of Income Paid For Gross Rent (Renter Households in Specified Housing Units)

| | <u>State</u> | | <u>County</u> | | <u>Market Area</u> | | <u>City</u> | |
|------------------------------|--------------|-------|---------------|-------|--------------------|-------|-------------|-------|
| Less than \$10,000: | 95,149 | | 8,708 | | 2,646 | | 4,644 | |
| 30.0% to 34.9% | 2,194 | 2.3% | 130 | 1.5% | 61 | 2.3% | 101 | 2.2% |
| 35.0% or more | 59,539 | 62.6% | 6,370 | 73.2% | 2,032 | 76.8% | 3,281 | 70.7% |
| \$10,000 to \$19,999: | 111,405 | | 9,871 | | 2,375 | | 4,308 | |
| 30.0% to 34.9% | 6,319 | 5.7% | 372 | 3.8% | 96 | 4.0% | 210 | 4.9% |
| 35.0% or more | 80,519 | 72.3% | 8,180 | 82.9% | 2,054 | 86.5% | 3,376 | 78.4% |
| \$20,000 to \$34,999: | 132,042 | | 14,555 | | 3,068 | | 5,812 | |
| 30.0% to 34.9% | 20,758 | 15.7% | 2,139 | 14.7% | 511 | 16.7% | 1,022 | 17.6% |
| 35.0% or more | 60,300 | 45.7% | 8,272 | 56.8% | 1,618 | 52.7% | 3,030 | 52.1% |
| \$35,000 to \$49,999: | 85,849 | | 8,943 | | 1,727 | | 3,544 | |
| 30.0% to 34.9% | 10,829 | 12.6% | 1,239 | 13.9% | 160 | 9.3% | 661 | 18.7% |
| 35.0% or more | 11,780 | 13.7% | 1,990 | 22.3% | 458 | 26.5% | 598 | 16.9% |
| \$50,000 to \$74,999: | 81,540 | | 9,472 | | 1,517 | | 3,564 | |
| 30.0% to 34.9% | 3,854 | 4.7% | 578 | 6.1% | 75 | 4.9% | 168 | 4.7% |
| 35.0% or more | 3,206 | 3.9% | 478 | 5.0% | 157 | 10.3% | 111 | 3.1% |
| \$75,000 to \$99,999: | 33,022 | | 3,972 | | 574 | | 1,282 | |
| 30.0% to 34.9% | 504 | 1.5% | 4 | 0.1% | 4 | 0.7% | 4 | 0.3% |
| 35.0% or more | 526 | 1.6% | 8 | 0.2% | 0 | 0.0% | 0 | 0.0% |
| \$100,000 or more: | 31,089 | | 3,573 | | 605 | | 1,293 | |
| 30.0% to 34.9% | 161 | 0.5% | 0 | 0.0% | 0 | 0.0% | 0 | 0.0% |
| 35.0% or more | 193 | 0.6% | 0 | 0.0% | 0 | 0.0% | 0 | 0.0% |

Source: 2015-5yr ACS (Census)

From the table above, the number of rent overburdened households in each appropriate income range can be estimated in the table below.

Rent Overburdened Households in Each Income Range for the Market Area

| 35%+ Overburden AMI | Mkt. Area | | 60% | |
|-----------------------|------------|------|--------|--|
| Lower Limit | | | 21,780 | |
| Upper Limit | | | 32,160 | |
| | Households | % | # | |
| Less than \$10,000: | 2,032 | — | 0 | |
| \$10,000 to \$19,999: | 2,054 | — | 0 | |
| \$20,000 to \$34,999: | 1,618 | 0.69 | 1,120 | |
| \$35,000 to \$49,999: | 458 | — | 0 | |
| \$50,000 to \$74,999: | 157 | — | 0 | |
| \$75,000 to \$99,999: | 0 | — | 0 | |
| \$100,000 or more: | 0 | — | 0 | |
| Column Total | 6,319 | | 1,120 | |

Source: John Wall and Associates from figures above

11.2.2 DEMAND FROM ELDERLY RENT OVERBURDENED HOUSEHOLDS

The table below shows elderly households that are rent overburdened.

Percent of Income Paid for Gross Rent by Age

| | <u>State</u> | | <u>County</u> | | <u>Market Area</u> | | <u>City</u> | |
|-----------------------------|--------------|-------|---------------|-------|--------------------|-------|-------------|-------|
| Total: | 570,096 | | 59,094 | | 12,512 | | 24,447 | |
| Householder 15 to 24 years: | 63,064 | | 9,639 | | 3,992 | | 4,500 | |
| 35.0 percent or more | 31,974 | 50.7% | 5,829 | 60.5% | 2,955 | 74.0% | 2,665 | 59.2% |
| Householder 25 to 34 years: | 151,265 | | 17,941 | | 3,636 | | 7,453 | |
| 35.0 percent or more | 55,075 | 36.4% | 7,116 | 39.7% | 1,409 | 38.8% | 2,782 | 37.3% |
| Householder 35 to 64 years: | 287,281 | | 27,246 | | 3,882 | | 10,280 | |
| 35.0 percent or more | 100,460 | 35.0% | 10,400 | 38.2% | 1,596 | 41.1% | 3,946 | 38.4% |
| Householder 65 +: | 68,486 | | 4,268 | | 1,002 | | 2,214 | |
| 35.0 percent or more | 28,554 | 41.7% | 1,953 | 45.8% | 359 | 35.8% | 1,003 | 45.3% |

Source: 2015-5yr ACS (Census)

The following table shows the number of elderly rent overburdened households in the market area.

Rent Overburdened Elderly Households in the Market Area

| | <u>Number</u> | <u>Percent</u> |
|------|---------------|----------------|
| 55 + | 997 | 43.4% |
| 62 + | 465 | 36.9% |
| 65 + | 359 | 35.8% |

Source: 2015-5yr ACS (Census)

There are 465 elderly households in the 62+ age group. This number (465) will be multiplied by the percent of overburdened households in each income range from the *Rent Overburdened Households in Each Income Range for the Market Area* table above.

Elderly Rent Overburdened Households in Each Income Range for the Market Area

| <u>AMI</u> | <u>60%</u> | |
|--|------------|-------|
| Elderly Rent Overburden HH in Age group | | 465 |
| Rent Overburden HH in Income Range | | 0.177 |
| Income Qualified Elderly Rent Overburden | | 82 |

Source: John Wall and Associates from numbers shown previously

11.2.3 DEMAND FROM SUBSTANDARD CONDITIONS

The Bureau of the Census defines substandard conditions as 1) lacking plumbing, or 2) 1.01 or more persons per room.

Substandard Occupied Units

| | <u>State</u> | <u>%</u> | <u>County</u> | <u>%</u> | <u>Market Area</u> | <u>%</u> | <u>City</u> | <u>%</u> |
|-------------------------|--------------|----------|---------------|----------|--------------------|----------|-------------|----------|
| Owner occupied: | 1,244,998 | | 85,975 | | 12,165 | | 20,059 | |
| Complete plumbing: | 1,241,673 | 100% | 85,775 | 100% | 12,121 | 100% | 20,029 | 100% |
| 1.00 or less | 1,229,206 | 99% | 85,104 | 99% | 12,106 | 100% | 19,914 | 99% |
| 1.01 to 1.50 | 9,337 | 1% | 481 | 1% | 10 | 0% | 50 | 0% |
| 1.51 or more | 3,130 | 0% | 190 | 0% | 5 | 0% | 65 | 0% |
| Lacking plumbing: | 3,325 | 0% | 200 | 0% | 44 | 0% | 30 | 0% |
| 1.00 or less | 3,197 | 0% | 200 | 0% | 44 | 0% | 30 | 0% |
| 1.01 to 1.50 | 52 | 0% | 0 | 0% | 0 | 0% | 0 | 0% |
| 1.51 or more | 76 | 0% | 0 | 0% | 0 | 0% | 0 | 0% |
| Renter occupied: | 570,096 | | 59,094 | | 12,512 | | 24,447 | |
| Complete plumbing: | 566,114 | 99% | 58,658 | 99% | 12,433 | 99% | 24,321 | 99% |
| 1.00 or less | 545,930 | 96% | 56,949 | 96% | 12,276 | 98% | 23,623 | 97% |
| 1.01 to 1.50 | 14,542 | 3% | 1,127 | 2% | 98 | 1% | 382 | 2% |
| 1.51 or more | 5,642 | 1% | 582 | 1% | 59 | 0% | 316 | 1% |
| Lacking plumbing: | 3,982 | 1% | 436 | 1% | 79 | 1% | 126 | 1% |
| 1.00 or less | 3,724 | 1% | 436 | 1% | 79 | 1% | 126 | 1% |
| 1.01 to 1.50 | 52 | 0% | 0 | 0% | 0 | 0% | 0 | 0% |
| 1.51 or more | 206 | 0% | 0 | 0% | 0 | 0% | 0 | 0% |

Total Renter Substandard

236

Source: 2015-5yr ACS (Census)

From these tables, the need from substandard rental units can be drawn. There are 236 substandard rental units in the market area. Because 11.2% of the renter households have an elderly 62+ householder, we can determine there are 26 elderly substandard rental units.

From the figures above the number of substandard units in each appropriate income range can be estimated in the table below.

Substandard Conditions in Each Income Range for the Market Area

| | Total Substandard Units | Percent Income Qualified | Demand due to Substandard |
|-------------------------------|-------------------------------|--------------------------------|---------------------------------|
| 60% AMI: \$21,780 to \$32,160 | 26 | 16.9% | 4 |

Source: John Wall and Associates from figures above

11.2.4 DEMAND FROM ELDERLY TENURE

Many elderly wish to remain in the same community but are unable to or do not want to “keep up with” all that owning a home requires. However, because apartments are either in too short supply or do not exist in their community, they are unable to make that move.

If the state’s condition is interpreted to be the norm regarding the percentage of elderly that desire to rent, then the market area has a standard to be compared to.

Occupied Housing Units by Tenure and Age of Householder

| | State | | Market Area | |
|-------------|---------|-------|-------------|-------|
| 55+ Owners | 623,572 | 82.0% | 6,348 | 74.0% |
| 55+ Renters | 137,103 | 18.0% | 2,227 | 26.0% |
| 62+ Owners | 429,508 | 83.1% | 4,261 | 74.7% |
| 62+ Renters | 87,316 | 16.9% | 1,441 | 25.3% |
| 65+ Owners | 346,022 | 83.3% | 3,416 | 74.5% |
| 65+ Renters | 69,391 | 16.7% | 1,170 | 25.5% |

Source: 2010 Census

As can be seen in the above table, 16.9% of the state’s elderly 62+ households rent, while 25.3% of the market area’s elderly households rent. This indicates there should be little or no room in the market for apartments to house elderly homeowners who want to move into apartments.

There are 5,703 units in the market area that have a householder 62 or older. If the state’s percentage/norm (16.9%) is applied to these units, then 964 units (not just the present 1,441 units) would be rental. *This indicates an additional demand of -478 units for elderly 62+ households that would transition from home ownership to renting, were suitable rental units available. This component is capped at 99%*

Demand Due to Elderly Transition

| | New Elderly Households Needed for Transition | Percent Income Qualified | Demand |
|-------------------------------|---|--------------------------------|--------|
| 60% AMI: \$21,780 to \$32,160 | 0 | 16.9% | 0 |

12 DEMAND FOR NEW UNITS

The demand components shown in the previous section are summarized below.

| | 60% AMI: \$21,780 to \$32,160 |
|----------------------------|-------------------------------|
| New Housing Units Required | 4 |
| Rent Overburden Households | 82 |
| Substandard Units | 4 |
| Elderly Tenure | 0 |
| Demand | 90 |
| Less New Supply | 0 |
| NET DEMAND | 90 |

* Numbers may not add due to rounding.

13 BUSINESS REFERENCES

Ms. Laura Nicholson
SC State Housing Finance & Development Authority
Attn: Housing Development
300-C Outlet Pointe Boulevard
Columbia, South Carolina 29210
803/896-9194

Mr. Jay Ronca
Vantage Development
1544 S. Main Street
Fyffe, Alabama 35971
256/417-4920 ext. 224

Mr. Scott Farmer
North Carolina Housing Finance Agency
3508 Bush Street
Raleigh, North Carolina 37609
919/877-5700

14 RÉSUMÉS**JOHN WALL****EXPERIENCE****PRESIDENT**

JWA, Inc., Anderson, South Carolina (June, 1990 to Present)

JWA, Inc. is an information services company providing demographic and other types of data, as well as geographic information system services, mapping, and research to market analysts and other clients.

PRESIDENT

John Wall & Associates, Anderson, South Carolina (December, 1982 to Present)

John Wall & Associates is a planning and analysis firm specializing in real estate market analysis and land development consultation. Initially, the firm concentrated on work in the southeastern portion of the United States. In 1990, the work was expanded to the entire United States. John Wall & Associates (Anderson, South Carolina office) has completed over 2,500 market analyses, the majority of these being for apartment projects (both government and conventional). The firm has also done many other types of real estate market analyses, shopping center master plans, industrial park master plans, housing and demographic studies, land planning projects, site analysis, location analysis, and GIS projects. Clients have included private developers, governments, syndicators, and lending institutions.

CHURCHILL STATESIDE GROUP INVESTMENT COMMITTEE, (March 2011 to Present)

MIDLAND MORTGAGE INVESTMENT COMMITTEE, MMI (October, 1992 to November, 2001)

MIDLAND ADVISORY SERVICES COMMITTEE, MAS (October, 1992 to November, 2001)

MIDLAND EQUITY COMMITTEE, MEC (March, 1995 to November, 2001)

VISITING PROFESSOR OF SITE PLANNING (PART-TIME)

Clemson University College of Architecture, Planning Dept., Clemson, South Carolina (1985 & 1986)

PLANNING DIRECTOR

Planning Department, City of Anderson, South Carolina (September, 1980 to December, 1982)

PLANNER

Planning Department, City of Anderson, South Carolina (December 1978 to September, 1980)

CARTOGRAPHER

Oconee County Tax Assessors' Office, Walhalla, South Carolina (October, 1976 to January, 1977)

ASSISTANT ENGINEER

American Concrete Pipe Association, Vienna, Virginia (January, 1969 to March, 1969)

PROFESSIONAL ORGANIZATION

National Council of Housing Market Analysts (NCHMA) Member Delegate (2002-Present)

PUBLICATIONS

Conducting Market Studies in Rural Area, NCHMA Publications

EDUCATION

Continuing Education, National Council of Housing Market Analysts (2002-Present)

Multifamily Accelerated Processing (MAP) Certificate, HUD (May 2012)

Real Estate Development, Harvard University, Cambridge, Massachusetts (July, 1989)

Fundamentals of Real Estate Finance, Harvard University, Cambridge, Massachusetts (July, 1989)

Management of Planning & Design Firms, Harvard University, Cambridge, Massachusetts (August, 1984)

Master of City & Regional Planning, Clemson University, Clemson, South Carolina (May, 1980)

BS Pre-Architecture, Clemson University, Clemson, South Carolina (May, 1978)

Graduate of Manlius Military Academy, Manlius, New York (June, 1965)

MILITARY

U.S. Navy, Interim Top Secret Clearance (April, 1969 to October, 1973; Honorable Discharge)

BOB ROGERS**EXPERIENCE****SENIOR MARKET ANALYST**

John Wall and Associates, Anderson, South Carolina (1992 to Present)

Responsibilities include: development of housing demand methodology; development of computer systems and technologies; analysis of demographic trends; creation and production of analytic maps and graphics; CRA compliance; courtroom presentation graphics.

MANAGER

Institute for Electronic Data Analysis, Knoxville, Tennessee (1990 to 1992)

Responsibilities included marketing, training new employees and users of US Bureau of the Census data products, and custom research.

CONSULTANT

Sea Ray Boats, Inc., Knoxville, Tennessee (1991)

Project included using various statistical techniques to create customer profiles that the senior management team used to create a marketing strategy.

CONSULTANT

Central Transport, High Point, North Carolina (1990)

Project included research and analysis in the area of driver retention and how to improve the company's turnover ratio.

PROFESSIONAL ORGANIZATION

National Council of Housing Market Analysts (NCHMA)

Executive Committee Member (2004-2010)

Standards Committee Co-Chair (2006-2010)

Standards Committee Vice Chair (2004-2006)

Member delegate (2002-Present)

PUBLICATIONS

Senior Housing Options, NCHMA White Paper draft

Field Work for Market Studies, NCHMA White Paper, 2011

Ten Things Developers Should Know About Market Studies, Affordable Housing Finance Magazine, 2007

Selecting Comparable Properties (best practices), NCHMA publication 2006

EDUCATION

Continuing education, *National Council of Housing Market Analysts (2002 to present)*

Multifamily Accelerated Processing (MAP) Certificate, HUD (May 2012)

MBA Transportation and Logistics, *The University of Tennessee, Knoxville, Tennessee (1991)*

BS Business Logistics, Penn State, *University Park, Pennsylvania (1989)*

ATTACHMENT - B

BUDGET

Construction Costs Addendum - M-35

0

1/0/1900

NOTE: Line items highlighted in RED are intended to be utilized for rehabilitation developments.

| Site Work & Utilities | Qty | | Unit Price | | Total Cost | Material Information / Notes/ Comments |
|--|------|-------|------------|----------|--------------|--|
| Clearing/Grubbing | | ACRE | | Per ACRE | \$ - | |
| Excavate Lot To Proper Grade | | CY | | Per CY | \$ - | |
| Excavate Footings/Foundation | 10 | CY | \$ 150.00 | Per CY | \$ 1,500.00 | |
| Water Line to Street & Tie-In | 100 | LF | \$ 6.00 | Per LF | \$ 600.00 | |
| Sanitary Line To Street & Tie-In | 100 | LF | \$ 6.00 | Per LF | \$ 600.00 | |
| Sanitary Sewer Manhole/Structure | | EA | | Per EA | \$ - | |
| Storm Sewer | | LF | | Per LF | \$ - | |
| Storm Sewer Manhole/Inlet Structure | | EA | | Per EA | \$ - | |
| Gas Line- Complete | | LF | | Per LF | \$ - | |
| Electric/Power Line To Unit | | LF | | Per LF | \$ - | |
| Site Lighting-Complete- Per Light Pole | | POLES | | Per POLE | \$ - | |
| Demolition of Existing Structures / Buildings | | EA | | Per EA | \$ - | |
| Open Line Item For Developer's Use As Needed | | | | | \$ - | |
| Open Line Item For Developer's Use As Needed | | | | | \$ - | |
| Subtotal | | | | | \$ 2,700.00 | |
| Concrete & Paving | Qty | | Unit Price | | Total Cost | |
| Concrete Footing | 6 | CY | \$ 250.00 | Per CY | \$ 1,500.00 | |
| Concrete Slab On Grade, incl. gravel & vapor barrier | 11 | SF | \$ 250.00 | Per SF | \$ 2,750.00 | |
| Concrete Driveway- Finished | 4 | SY | \$ 250.00 | Per SY | \$ 1,000.00 | |
| Concrete Sidewalk- Finished | | SY | | Per SY | \$ - | |
| Concrete Curb & Gutter | | LF | | Per LF | \$ - | |
| Parking Lot- Stone Base & Asphalt | | SY | | Per SY | \$ - | |
| Parking Striping & Signage | | LS | | Per LS | \$ - | |
| Dumpster Pad & Fencing- Complete | | SY | | Per SY | \$ - | |
| Concrete Porch | | CY | | Per CY | \$ - | |
| Demolish/Dispose of Concrete | | CY | | Per CY | \$ - | |
| Demolish/Dispose of Asphalt | | CY | | Per CY | \$ - | |
| Carport | 3 | CY | \$ 250.00 | Per CY | \$ 750.00 | |
| Open Line Item For Developer's Use As Needed | | | | | \$ - | |
| Total Cost | | | | | \$ 6,000.00 | |
| Masonry | Qty | | Unit Price | | Total Cost | |
| Concrete Block | 0 | SF | | Per SF | \$ - | |
| Brick Veneer | 2000 | SF | \$ 8.00 | Per SF | \$ 16,000.00 | |
| Demolition of Concrete Block | | SF | | Per SF | \$ - | |
| Demolition of Brick | | SF | | Per SF | \$ - | |
| Open Line Item For Developer's Use As Needed | | | | | \$ - | |
| Open Line Item For Developer's Use As Needed | | | | | \$ - | |
| Total Cost | | | | | \$ 16,000.00 | |
| Metals | Qty | | Unit Price | | Total Cost | |
| Ornamental Railings- Stairs | | LF | | Per LF | \$ - | |
| Ornamental Fence | | LF | | Per LF | \$ - | |
| Ornamental Gate | | EA | | Per EA | \$ - | |
| Lintels | | LF | | Per LF | \$ - | |
| Support Column | 2 | EA | \$ 800.00 | Per EA | \$ 1,600.00 | |
| Demolition of Ornamental Railings- Stairs | | LF | | Per LF | \$ - | |
| Demolition of Ornamental Fence | | LF | | Per LF | \$ - | |
| Open Line Item For Developer's Use As Needed | | | | | \$ - | |
| Open Line Item For Developer's Use As Needed | | | | | \$ - | |
| Total Cost | | | | | \$ 1,600.00 | |
| Framing / Rough Carpentry | Qty | | Unit Price | | Total Cost | |
| 1st Floor - Joist / Truss System | 947 | SF | \$ 13.50 | Per SF | \$ 12,784.50 | |
| 2nd Floor- Joist/Truss System | | SF | | Per SF | \$ - | |
| Roof- Joist/Truss System | | SF | | Per SF | \$ - | |
| 3/4" Tongue & Groove Floor Sheathing | | SF | | Per SF | \$ - | |
| Stud Wall Complete | | LF | | Per LF | \$ - | |
| Exterior Wall Sheathing | | SF | | Per SF | \$ - | |
| Builder Board Exterior Wall Sheathing | | SF | | Per SF | \$ - | |
| Roof Truss System | | SF | | Per SF | \$ - | |
| Roof Sheathing | | SF | | Per SF | \$ - | |
| Demolish Roof System | | SF | | Per SF | \$ - | |
| Demolish Exterior Wall | | SF | | Per SF | \$ - | |
| Open Line Item For Developer's Use As Needed | | | | | \$ - | |
| Open Line Item For Developer's Use As Needed | | | | | \$ - | |
| Open Line Item For Developer's Use As Needed | | | | | \$ - | |
| Total Cost | | | | | \$ 12,784.50 | |


| Finish / Trim Carpentry | Qty | | Unit Price | | Total Cost |
|--|------|----|-------------|--------|--------------------|
| Window Casing/Trim Etc. | 240 | EA | \$ 2.00 | Per EA | \$ 480.00 |
| Door Casing/Trim | | EA | | Per EA | \$ - |
| Base Molding- MDF | 300 | LF | \$ 2.00 | Per LF | \$ 600.00 |
| Base Molding- Pine | | LF | | Per LF | \$ - |
| Crown Molding- MDF | | LF | | Per LF | \$ - |
| Crown Molding- Pine/Equal | | LF | | Per LF | \$ - |
| Chair Rail- MDF | | LF | | Per LF | \$ - |
| Chair Rail- Pine/Equal | | LF | | Per LF | \$ - |
| Bathroom Vanity/Base Cabinets | 6 | LF | \$ 300.00 | Per LF | \$ 1,800.00 |
| Kitchen Cabinets | 20 | LF | | Per LF | \$ - |
| Vinyl Coated Metal Wire Shelving | 20 | LF | \$ 20.00 | Per LF | \$ 400.00 |
| Wood Shelving | | LF | | Per LF | \$ - |
| Demolish Casing/Trim/Chair Rail/Molding | | LF | | Per LF | \$ - |
| Demolish Kitchen Cabinets | | EA | | Per EA | \$ - |
| Demolish Shelving | | LF | | Per LF | \$ - |
| Open Line Item For Developer's Use As Needed | | | | | \$ - |
| Open Line Item For Developer's Use As Needed | | | | | \$ - |
| Total Cost | | | | | \$ 3,280.00 |
| Insulation | Qty | | Unit Price | | Total Cost |
| Walls- Batt Insulation (Specify R-Value & Inches) | 1250 | SF | \$ 1.05 | Per SF | \$ 1,312.50 |
| Floors- Batt Insulation (Specify R-Value & Inches) | | SF | | Per SF | \$ - |
| Attics- R-38 Blown-In Recycled Cellulose | 947 | SF | \$ 1.25 | Per SF | \$ 1,183.75 |
| Attics- R-38 Blown-In | | SF | | Per SF | \$ - |
| Demolish Walls / Floor Insulation | | SF | | Per SF | \$ - |
| Demolish Attic Insulation | | SF | | Per SF | \$ - |
| Open Line Item For Developer's Use As Needed | | | | | \$ - |
| Open Line Item For Developer's Use As Needed | | | | | \$ - |
| Total Cost | | | | | \$ 2,496.25 |
| Flooring-Carpet | Qty | | Unit Price | | Total Cost |
| Remove Carpet/Pad | | SF | | Per SF | \$ - |
| Carpet & Pad | | SF | | Per SF | \$ - |
| Carpet- Glue Down | | SF | | Per SF | \$ - |
| Carpet- Indoor/Outdoor | | SF | | Per SF | \$ - |
| Demolish Carpet and Pad | | SF | | Per SF | \$ - |
| Open Line Item For Developer's Use As Needed | | | | | \$ - |
| Open Line Item For Developer's Use As Needed | | | | | \$ - |
| Total Cost | | | | | \$ - |
| Flooring-Vinyl | Qty | | Unit Price | | Total Cost |
| Vinyl Sheet Flooring | | SF | | Per SF | \$ - |
| Vinyl Tile Flooring | | SF | | Per SF | \$ - |
| Repair/Replace Subfloor and Vinyl | | SF | | Per SF | \$ - |
| Open Line Item For Developer's Use As Needed | | | | | \$ - |
| Open Line Item For Developer's Use As Needed | | | | | \$ - |
| Total Cost | | | | | \$ - |
| Flooring-Wood | Qty | | Unit Price | | Total Cost |
| Engineered Wood Flooring | | SF | | Per SF | \$ - |
| Oak / Natural Flooring | | SF | | Per SF | \$ - |
| Prefinished Solid Wood Flooring | | SF | | Per SF | \$ - |
| Repair/Replace Engineered Wood Flooring | | SF | | Per SF | \$ - |
| Repair/Replace Oak / Natural Flooring | | SF | | Per SF | \$ - |
| Laminate Floor | 947 | SF | \$ 6.00 | | \$ 5,682.00 |
| Open Line Item For Developer's Use As Needed | | | | | \$ - |
| Total Cost | | | | | \$ 5,682.00 |
| Flooring / Wall- Tile | Qty | | Unit Price | | Total Cost |
| Ceramic Floor Tile | 80 | SF | \$ 12.00 | Per SF | \$ 960.00 |
| Ceramic Tile Walls/Tub Surrounds- Thin Set | | SF | | Per SF | \$ - |
| Repair/Replace Tile | | SF | | Per SF | \$ - |
| Remove Ceramic Tile & Dispose | | SF | | Per SF | \$ - |
| Open Line Item For Developer's Use As Needed | | | | | \$ - |
| Open Line Item For Developer's Use As Needed | | | | | \$ - |
| Total Cost | | | | | \$ 960.00 |
| Siding / Soffit / Fascia / Gutters | Qty | | Unit Price | | Total Cost |
| House Wrap- Fully Taped | 1250 | SF | \$ 0.50 | Per SF | \$ 625.00 |
| Rubberized Flashing @ Doors/Windows | | EA | | Per EA | \$ - |
| Vinyl Siding | | SF | | Per SF | \$ - |
| Fiber Cement Board Siding- Plank Type | | SF | | Per SF | \$ - |
| Fiber Cement Board Siding- Shingle Type | | SF | | Per SF | \$ - |
| Aluminum Gutters & Downspouts | | LF | | Per LF | \$ - |
| Porch Column Surrounds | 4 | EA | \$ 300.00 | Per EA | \$ 1,200.00 |
| Fiber Cement Panels | | EA | | Per EA | \$ - |
| Remove/Dispose Vinyl Siding | | SF | | Per SF | \$ - |
| Remove/Dispose Gutters / Downspouts | | LS | | Per LS | \$ - |
| Remove/Dispose Fiber Cement Board Siding | | SF | | Per SF | \$ - |
| Remove/Dispose Porch Columns | | EA | | Per EA | \$ - |
| Soffit Material and Installation | 1 | EA | \$ 1,000.00 | Per EA | \$ 1,000.00 |
| Open Line Item For Developer's Use As Needed | | | | | \$ - |
| Total Cost | | | | | \$ 2,825.00 |

| Roofing | Qty | Unit Price | Total Cost |
|---|------|-----------------------|--------------------|
| New Roof- Shingles/Felt/Accessories | 19 | SQ \$ 200.00 Per SQ. | \$ 3,800.00 |
| Tear-off & dispose existing roofing & felt | | SQ | \$ - |
| Open Line Item For Developer's Use As Needed | | | \$ - |
| Open Line Item For Developer's Use As Needed | | | \$ - |
| Total Cost | | | \$ 3,800.00 |
| Doors | Qty | Unit Price | Total Cost |
| Interior Pre-Hung | 3 | EA \$ 175.00 Per EA | \$ 525.00 |
| ADA Interior Pre-Hung | 5 | EA \$ 200.00 Per EA | \$ 1,000.00 |
| Exterior Pre-Hung, Metal Door- Standard | | EA | \$ - |
| ADA Exterior Pre-Hung, Metal Door- Standard | | EA | \$ - |
| Storm Door | 2 | EA \$ 250.00 Per EA | \$ 500.00 |
| Demolish Interior / Exterior Door | | EA | \$ - |
| Interior Pocket Door | 1 | EA \$ 450.00 Per EA | \$ 450.00 |
| Open Line Item For Developer's Use As Needed | | | \$ - |
| Total Cost | | | \$ 2,475.00 |
| Windows | Qty | Unit Price | Total Cost |
| New Construction-Vinyl -Energy Star | 6 | EA \$ 220.00 Per EA | \$ 1,320.00 |
| Window Blinds | 6 | EA \$ 35.00 Per EA | \$ 210.00 |
| Remove & Dispose of Existing Window | | EA | \$ - |
| Replacement-Vinyl -Energy Star | | EA | \$ - |
| Open Line Item For Developer's Use As Needed | | | \$ - |
| Open Line Item For Developer's Use As Needed | | | \$ - |
| Total Cost | | | \$ 1,530.00 |
| Drywall / Acoustics | Qty | Unit Price | Total Cost |
| Drywall, Taped/Finished, Ready For Prime/Paint | 4072 | SF \$ 0.95 Per SF | \$ 3,868.40 |
| Drywall Repair | | EA | \$ - |
| Suspended/Drop Ceiling Incl. Grid- Complete | | SF | \$ - |
| Remove Drywall | | SF | \$ - |
| Remove Suspended/Drop Ceiling Incl. Grid- Complete | | SF | \$ - |
| Open Line Item For Developer's Use As Needed | | | \$ - |
| Open Line Item For Developer's Use As Needed | | | \$ - |
| Total Cost | | | \$ 3,868.40 |
| Mirrors / Shower Door / Bath Accessories | Qty | Unit Price | Total Cost |
| Medicine Cabinet- Basic | 1 | EA \$ 100.00 Per EA | \$ 100.00 |
| Mirror- Plate Glass | | SF | \$ - |
| Shower Door- Tub | | EA | \$ - |
| Shower Door- Stall | 1 | EA \$ 800.00 Per EA | \$ 800.00 |
| Bath Accessory- Basic (i.e. towel ring, towel bar etc.) | | SF | \$ - |
| Demolish Medicine Cabinet | | EA | \$ - |
| Remove Mirror- Plate Glass | | EA | \$ - |
| Remove Shower Door | | EA | \$ - |
| Open Line Item For Developer's Use As Needed | | | \$ - |
| Open Line Item For Developer's Use As Needed | | | \$ - |
| Total Cost | | | \$ 900.00 |
| Plumbing | Qty | Unit Price | Total Cost |
| Bathtub-Standard | | EA | \$ - |
| Bathtub & Shower Combo- Fiberglass- Standard | | EA | \$ - |
| Shower Stall- Standard | | EA | \$ - |
| ADA Accessible Shower Stall/Unit | 1 | EA \$ 1,300.00 Per EA | \$ 1,300.00 |
| Toilet complete | | EA | \$ - |
| ADA Accessible Toilet complete | 1 | EA \$ 350.00 Per EA | \$ 350.00 |
| Pedestal Sink complete | | EA | \$ - |
| Bathroom Sink Faucet- Standard | 1 | EA \$ 350.00 Per EA | \$ 350.00 |
| Water Heater- Electric- Complete w/ pan | 1 | EA \$ 800.00 Per EA | \$ 800.00 |
| Water Heater- Gas- Complete w/ pan | | EA | \$ - |
| Rough In Plumbing-Per Fixture | 8 | EA \$ 300.00 Per EA | \$ 2,400.00 |
| Rough In Plumbing Per SF | | SF | \$ - |
| Remove/Dispose of Toilet/Tub/Sink etc. | | EA | \$ - |
| Remove/Dispose of Water Heater etc. | | EA | \$ - |
| Open Line Item For Developer's Use As Needed | | | \$ - |
| Open Line Item For Developer's Use As Needed | | | \$ - |
| Total Cost | | | \$ 5,200.00 |
| Electrical / Lighting | Qty | Unit Price | Total Cost |
| Interior Light Fixture- Standard | 10 | EA \$ 50.00 Per EA | \$ 500.00 |
| Ceiling Fan w/ Light | 3 | EA \$ 120.00 Per EA | \$ 360.00 |
| Fluorescent Light Fixture | | EA | \$ - |
| Exterior Light Fixture- Standard | | EA | \$ - |
| Exterior Spot/Flood Light- Standard | | EA | \$ - |
| Wire Whole UNIT Incl. receptacles/switches etc. | | SF | \$ - |
| 150 AMP Service Panel w/ breakers, meter & mast etc. | | EA | \$ - |
| 200 AMP Service Panel w/ breakers, meter, mast etc. | 1 | EA \$ 1,700.00 Per EA | \$ 1,700.00 |
| Install New GFI Outlet | 3 | EA \$ 35.00 Per EA | \$ 105.00 |
| Misc. Equipment Connection (i.e. HVAC unit etc.) | | EA | \$ - |
| 400 Amp service with two meters and disconnect | | EA | \$ - |
| Remove Light Fixture/Ceiling Fan & Dispose | | EA | \$ - |
| Electrical Subcontractor | 1 | EA \$ 1,800.00 Per EA | \$ 1,800.00 |
| Open Line Item For Developer's Use As Needed | | | \$ - |
| Total Cost | | | \$ 4,465.00 |

| HVAC | Qty | Unit Price | Total Cost |
|--|---------|---------------------|----------------------|
| Energy Star 14 SEER HVAC/Heat Pump - 2 Ton Air Handler | 0 EA | \$ - Per EA | \$ - |
| Flexible Ductwork System, Registers Etc.- ENTIRE UNIT | 1 SF | \$ 1,000.00 Per SF | \$ 1,000.00 |
| Programmable Thermostat | 947 SF | \$ 0.90 Per SF | \$ 852.30 |
| Remove HVAC Unit/Air Handler/Furnace Etc. & Dispose | 1 EA | \$ 150.00 Per EA | \$ 150.00 |
| Energy Star 15 Seer HVAC/Heat Pump - 2 Ton | 1 EA | \$ 4,600.00 | \$ 4,600.00 |
| Open Line Item For Developer's Use As Needed | | | \$ - |
| Total Cost | | | \$ 6,602.30 |
| Painting | Qty | Unit Price | Total Cost |
| Interior Painting Drywall Sprayed | 4000 SF | \$ 0.85 Per SF | \$ 3,400.00 |
| Interior Painting Doors | EA | Per EA | \$ - |
| Interior Painting Base and Window Casing | LF | Per LF | \$ - |
| Exterior Building siding | SF | Per SF | \$ - |
| Exterior trim and accessories | EA | Per EA | \$ - |
| Open Line Item For Developer's Use As Needed | | | \$ - |
| Open Line Item For Developer's Use As Needed | | | \$ - |
| Total Cost | | | \$ 3,400.00 |
| Miscellaneous / Other Items Not Included | Qty | Unit Price | Total Cost |
| Contractor Contingency | 1 EA | \$ 5,000.00 Per EA | \$ 5,000.00 |
| Security System | 1 EA | \$ 5,000.00 Per EA | \$ 5,000.00 |
| Fence Installation | 1 EA | \$ 1,800.00 Per EA | \$ 1,800.00 |
| Energy Star Smart Refrigerator | 1 EA | \$ 1,500.00 Per EA | \$ 1,500.00 |
| Energy Star Range/Oven | 1 EA | \$ 1,500.00 Per EA | \$ 1,500.00 |
| Energy Star Over Range Microwave | 1 EA | \$ 900.00 Per EA | \$ 900.00 |
| Telehealth Software | 1 EA | \$ 10,000.00 Per EA | \$ 10,000.00 |
| Total Cost | | | \$ 25,700.00 |
| Sub Total | | | \$ 112,268.45 |

| CONSTRUCTION COST SUMMARY | |
|---|----------------------|
| Site Work and Utilities | \$ 2,700.00 |
| Concrete and Paving | \$ 6,000.00 |
| Masonry | \$ 16,000.00 |
| Metals | \$ 1,600.00 |
| Framing / Rough Carpentry | \$ 12,784.50 |
| Finish / Trim Carpentry | \$ 3,280.00 |
| Insulation | \$ 2,496.25 |
| Flooring - Carpet | \$ - |
| Flooring - Vinyl | \$ - |
| Flooring - Wood | \$ 5,682.00 |
| Flooring / Wall - Tile | \$ 960.00 |
| Siding / Soffit / Fascia / Gutters | \$ 2,825.00 |
| Roofing | \$ 3,800.00 |
| Doors | \$ 2,475.00 |
| Windows | \$ 1,530.00 |
| Drywall / Acoustics | \$ 3,868.40 |
| Mirrors / Shower Door / Bath Accessories | \$ 900.00 |
| Plumbing | \$ 5,200.00 |
| Electrical / Lighting | \$ 4,465.00 |
| Heating, Ventilating and Air Conditioning | \$ 6,602.30 |
| Painting | \$ 3,400.00 |
| Miscellaneous / Other items not included | \$ 25,700.00 |
| Total Construction | \$ 112,268.45 |
| General Requirements (max 6%) | \$ 6,736.11 |
| Contractor Profit and Overhead (max 8%) | \$ 8,981.43 |
| Total Project Development | \$ 127,986.03 |
| Total Project Development (less site work) | \$ 125,286.03 |

Reviewed and approved for submission by:

Raymond A. Perkins, Jr., PE Engineer 1/31/2019
(Print Name & Title) (Date)

(Signature) (Date)

SC Uplift Community Outreach
(Company / Firm Name)

phone: 803.328.3628
fax: N/A
email: perkmav@gmail.com

← At Initial Application: to be completed by an Estimator, Contractor, Architect, or Engineer.

At Placed in Service: to be completed by the contractor that performed the work.

ATTACHMENT - C
HUD INCOME GUIDELINES 2018

2018 HOME PROGRAM RENTS

| PROGRAM | EFFICIENCY | 1 BR | 2 BR | 3 BR | 4 BR | 5 BR | 6 BR |
|---|------------|------|------|------|------|------|------|
| Beaufort County, SC HUD Metro FMR Area | | | | | | | |
| LOW HOME RENT LIMIT | 632 | 677 | 812 | 938 | 1047 | 1156 | 1263 |
| HIGH HOME RENT LIMIT | 841 | 903 | 1056 | 1245 | 1370 | 1493 | 1616 |
| For Information Only: | | | | | | | |
| FAIR MARKET RENT | 842 | 920 | 1056 | 1398 | 1860 | 2139 | 2418 |
| 50% RENT LIMIT | 632 | 677 | 812 | 938 | 1047 | 1156 | 1263 |
| 65% RENT LIMIT | 841 | 903 | 1086 | 1245 | 1370 | 1493 | 1616 |
| Jasper County, SC HUD Metro FMR Area | | | | | | | |
| LOW HOME RENT LIMIT | 433 | 464 | 557 | 643 | 718 | 792 | 866 |
| HIGH HOME RENT LIMIT | 564 | 606 | 729 | 834 | 910 | 986 | 1061 |
| For Information Only: | | | | | | | |
| FAIR MARKET RENT | 678 | 740 | 850 | 1066 | 1158 | 1332 | 1505 |
| 50% RENT LIMIT | 433 | 464 | 557 | 643 | 718 | 792 | 866 |
| 65% RENT LIMIT | 564 | 606 | 729 | 834 | 910 | 986 | 1061 |
| Myrtle Beach-North Myrtle Beach-Conway, SC | | | | | | | |
| LOW HOME RENT LIMIT | 507 | 543 | 652 | 754 | 841 | 928 | 1015 |
| HIGH HOME RENT LIMIT | 640 | 688 | 827 | 947 | 1036 | 1125 | 1214 |
| For Information Only: | | | | | | | |
| FAIR MARKET RENT | 788 | 800 | 931 | 1231 | 1439 | 1655 | 1871 |
| 50% RENT LIMIT | 507 | 543 | 652 | 754 | 841 | 928 | 1015 |
| 65% RENT LIMIT | 640 | 688 | 827 | 947 | 1036 | 1125 | 1214 |
| Spartanburg, SC HUD Metro FMR Area | | | | | | | |
| LOW HOME RENT LIMIT | 511 | 550 | 661 | 763 | 851 | 939 | 1027 |
| HIGH HOME RENT LIMIT | 511 | 605 | 734 | 959 | 1050 | 1140 | 1229 |
| For Information Only: | | | | | | | |
| FAIR MARKET RENT | 511 | 605 | 734 | 985 | 1129 | 1298 | 1468 |
| 50% RENT LIMIT | 513 | 550 | 661 | 763 | 851 | 939 | 1027 |
| 65% RENT LIMIT | 649 | 696 | 837 | 959 | 1050 | 1140 | 1229 |
| Union County, SC HUD Metro FMR Area | | | | | | | |
| LOW HOME RENT LIMIT | 423 | 453 | 543 | 628 | 701 | 773 | 845 |
| HIGH HOME RENT LIMIT | 466 | 502 | 668 | 834 | 910 | 986 | 1061 |
| For Information Only: | | | | | | | |
| FAIR MARKET RENT | 466 | 502 | 668 | 867 | 928 | 1067 | 1206 |
| 50% RENT LIMIT | 423 | 453 | 543 | 628 | 701 | 773 | 845 |
| 65% RENT LIMIT | 564 | 606 | 729 | 834 | 910 | 986 | 1061 |
| Sumter, SC MSA | | | | | | | |
| LOW HOME RENT LIMIT | 445 | 476 | 572 | 660 | 737 | 813 | 889 |
| HIGH HOME RENT LIMIT | 604 | 608 | 759 | 901 | 986 | 1069 | 1152 |
| For Information Only: | | | | | | | |
| FAIR MARKET RENT | 604 | 608 | 759 | 1014 | 1134 | 1304 | 1474 |
| 50% RENT LIMIT | 445 | 476 | 572 | 660 | 737 | 813 | 889 |
| 65% RENT LIMIT | 610 | 655 | 788 | 901 | 986 | 1069 | 1152 |

For all HOME projects, the maximum allowable rent is the HUD calculated High HOME Rent Limit and/or Low HOME Rent Limit.

2018 HOME PROGRAM RENTS

| PROGRAM | EFFICIENCY | 1 BR | 2 BR | 3 BR | 4 BR | 5 BR | 6 BR |
|-----------------------|------------|------|------|------|------|------|------|
| Clarendon County, SC | | | | | | | |
| LOW HOME RENT LIMIT | 423 | 453 | 543 | 628 | 701 | 773 | 845 |
| HIGH HOME RENT LIMIT | 485 | 582 | 668 | 834 | 910 | 986 | 1061 |
| For Information Only: | | | | | | | |
| FAIR MARKET RENT | 485 | 582 | 668 | 972 | 1071 | 1232 | 1392 |
| 50% RENT LIMIT | 423 | 453 | 543 | 628 | 701 | 773 | 845 |
| 65% RENT LIMIT | 564 | 606 | 729 | 834 | 910 | 986 | 1061 |
| Colleton County, SC | | | | | | | |
| LOW HOME RENT LIMIT | 423 | 453 | 543 | 628 | 701 | 773 | 845 |
| HIGH HOME RENT LIMIT | 532 | 606 | 729 | 834 | 910 | 986 | 1061 |
| For Information Only: | | | | | | | |
| FAIR MARKET RENT | 532 | 621 | 733 | 924 | 998 | 1148 | 1297 |
| 50% RENT LIMIT | 423 | 453 | 543 | 628 | 701 | 773 | 845 |
| 65% RENT LIMIT | 564 | 606 | 729 | 834 | 910 | 986 | 1061 |
| Dillon County, SC | | | | | | | |
| LOW HOME RENT LIMIT | 423 | 453 | 543 | 628 | 701 | 773 | 845 |
| HIGH HOME RENT LIMIT | 485 | 553 | 668 | 834 | 910 | 986 | 1061 |
| For Information Only: | | | | | | | |
| FAIR MARKET RENT | 485 | 553 | 668 | 869 | 910 | 1047 | 1183 |
| 50% RENT LIMIT | 423 | 453 | 543 | 628 | 701 | 773 | 845 |
| 65% RENT LIMIT | 564 | 606 | 729 | 834 | 910 | 986 | 1061 |
| Georgetown County, SC | | | | | | | |
| LOW HOME RENT LIMIT | 507 | 543 | 652 | 753 | 840 | 926 | 1013 |
| HIGH HOME RENT LIMIT | 561 | 581 | 773 | 980 | 1074 | 1167 | 1259 |
| For Information Only: | | | | | | | |
| FAIR MARKET RENT | 561 | 581 | 773 | 1124 | 1154 | 1327 | 1500 |
| 50% RENT LIMIT | 507 | 543 | 652 | 753 | 840 | 926 | 1013 |
| 65% RENT LIMIT | 663 | 711 | 856 | 980 | 1074 | 1167 | 1259 |
| Greenwood County, SC | | | | | | | |
| LOW HOME RENT LIMIT | 485 | 503 | 630 | 726 | 811 | 895 | 978 |
| HIGH HOME RENT LIMIT | 485 | 503 | 669 | 908 | 911 | 1048 | 1166 |
| For Information Only: | | | | | | | |
| FAIR MARKET RENT | 485 | 503 | 669 | 908 | 911 | 1048 | 1184 |
| 50% RENT LIMIT | 490 | 525 | 630 | 726 | 811 | 895 | 978 |
| 65% RENT LIMIT | 616 | 662 | 797 | 912 | 998 | 1082 | 1166 |
| Hampton County, SC | | | | | | | |
| LOW HOME RENT LIMIT | 423 | 453 | 543 | 628 | 701 | 773 | 845 |
| HIGH HOME RENT LIMIT | 485 | 502 | 668 | 834 | 910 | 986 | 1061 |
| For Information Only: | | | | | | | |
| FAIR MARKET RENT | 485 | 502 | 668 | 881 | 910 | 1047 | 1183 |
| 50% RENT LIMIT | 423 | 453 | 543 | 628 | 701 | 773 | 845 |
| 65% RENT LIMIT | 564 | 606 | 729 | 834 | 910 | 986 | 1061 |

For all HOME projects, the maximum allowable rent is the HUD calculated High HOME Rent Limit and/or Low HOME Rent Limit.

2013 HOME PROGRAM RENTS

Orangeburg County, SC

| PROGRAM | EFFICIENCY | 1 BR | 2 BR | 3 BR | 4 BR | 5 BR | 6 BR |
|-----------------------|------------|------|------|------|------|------|------|
| LOW HOME RENT LIMIT | 446 | 478 | 573 | 661 | 738 | 815 | 890 |
| HIGH HOME RENT LIMIT | 507 | 510 | 674 | 834 | 910 | 986 | 1061 |
| For Information Only: | | | | | | | |
| FAIR MARKET RENT | 507 | 510 | 674 | 874 | 1031 | 1186 | 1340 |
| 50% RENT LIMIT | 446 | 478 | 573 | 661 | 738 | 815 | 890 |
| 65% RENT LIMIT | 564 | 606 | 729 | 834 | 910 | 986 | 1061 |

Williamsburg County, SC

| PROGRAM | EFFICIENCY | 1 BR | 2 BR | 3 BR | 4 BR | 5 BR | 6 BR |
|-----------------------|------------|------|------|------|------|------|------|
| LOW HOME RENT LIMIT | 423 | 453 | 543 | 628 | 701 | 773 | 845 |
| HIGH HOME RENT LIMIT | 485 | 582 | 668 | 834 | 910 | 986 | 1061 |
| For Information Only: | | | | | | | |
| FAIR MARKET RENT | 485 | 582 | 668 | 972 | 1083 | 1245 | 1408 |
| 50% RENT LIMIT | 423 | 453 | 543 | 628 | 701 | 773 | 845 |
| 65% RENT LIMIT | 564 | 606 | 729 | 834 | 910 | 986 | 1061 |

U. S. DEPARTMENT OF HUD
STATE: SOUTH CAROLINA

| PROGRAM | 2018 ADJUSTED HOME INCOME LIMITS | | | | | | | |
|--|----------------------------------|----------|----------|----------|----------|----------|----------|----------|
| | 1 PERSON | 2 PERSON | 3 PERSON | 4 PERSON | 5 PERSON | 6 PERSON | 7 PERSON | 8 PERSON |
| Augusta-Richmond County, GA-SC HUD Metro FMR | | | | | | | | |
| 30% LIMITS | 13100 | 15000 | 16850 | 18700 | 20200 | 21700 | 23200 | 24700 |
| VERY LOW INCOME | 21850 | 24950 | 28050 | 31150 | 33650 | 36150 | 38650 | 41150 |
| 60% LIMITS | 26220 | 29940 | 33660 | 37380 | 40380 | 43380 | 46380 | 49380 |
| LOW INCOME | 34900 | 39900 | 44900 | 49850 | 53850 | 57850 | 61850 | 65850 |
| Charleston-North Charleston, SC MSA | | | | | | | | |
| 30% LIMITS | 15650 | 17900 | 20150 | 22350 | 24150 | 25950 | 27750 | 29550 |
| VERY LOW INCOME | 26100 | 29800 | 33550 | 37250 | 40250 | 43250 | 46200 | 49200 |
| 60% LIMITS | 31320 | 35760 | 40260 | 44700 | 48300 | 51900 | 55440 | 59040 |
| LOW INCOME | 41750 | 47700 | 53650 | 59600 | 64400 | 69150 | 73950 | 78700 |
| Charlotte-Concord-Gastonia, NC-SC HUD Metro | | | | | | | | |
| 30% LIMITS | 15600 | 17800 | 20050 | 22250 | 24050 | 25850 | 27600 | 29400 |
| VERY LOW INCOME | 25950 | 29650 | 33350 | 37050 | 40050 | 43000 | 45950 | 48950 |
| 60% LIMITS | 31140 | 35580 | 40020 | 44460 | 48060 | 51600 | 55140 | 58740 |
| LOW INCOME | 41550 | 47450 | 53400 | 59300 | 64050 | 68800 | 73550 | 78300 |
| Chester County, SC HUD Metro FMR Area | | | | | | | | |
| 30% LIMITS | 10150 | 11600 | 13050 | 14500 | 15700 | 16850 | 18000 | 19150 |
| VERY LOW INCOME | 16950 | 19350 | 21750 | 24150 | 26100 | 28050 | 29950 | 31900 |
| 60% LIMITS | 20340 | 23220 | 26100 | 28980 | 31320 | 33660 | 35940 | 38280 |
| LOW INCOME | 27100 | 30950 | 34800 | 38650 | 41750 | 44850 | 47950 | 51050 |
| Lancaster County, SC HUD Metro FMR Area | | | | | | | | |
| 30% LIMITS | 11950 | 13650 | 15350 | 17050 | 18450 | 19800 | 21150 | 22550 |
| VERY LOW INCOME | 19900 | 22750 | 25600 | 28400 | 30700 | 32950 | 35250 | 37500 |
| 60% LIMITS | 23880 | 27300 | 30720 | 34080 | 36840 | 39540 | 42300 | 45000 |
| LOW INCOME | 31850 | 36400 | 40950 | 45450 | 49100 | 52750 | 56400 | 60000 |
| Columbia, SC HUD Metro FMR Area | | | | | | | | |
| 30% LIMITS | 14700 | 16800 | 18900 | 20950 | 22650 | 24350 | 26000 | 27700 |
| VERY LOW INCOME | 24500 | 28000 | 31500 | 34950 | 37750 | 40550 | 43350 | 46150 |
| 60% LIMITS | 29400 | 33600 | 37800 | 41940 | 45300 | 48660 | 52020 | 55380 |
| LOW INCOME | 39150 | 44750 | 50350 | 55900 | 60400 | 64850 | 69350 | 73800 |
| Kershaw County, SC HUD Metro FMR Area | | | | | | | | |
| 30% LIMITS | 12050 | 13750 | 15450 | 17150 | 18550 | 19900 | 21300 | 22650 |
| VERY LOW INCOME | 20000 | 22850 | 25700 | 28550 | 30850 | 33150 | 35450 | 37700 |
| 60% LIMITS | 24000 | 27420 | 30840 | 34260 | 37020 | 39780 | 42540 | 45240 |
| LOW INCOME | 32000 | 36600 | 41150 | 45700 | 49400 | 53050 | 56700 | 60350 |

2018 HOME PROGRAM RENTS

| PROGRAM | EFFICIENCY | 1 BR | 2 BR | 3 BR | 4 BR | 5 BR | 6 BR |
|---|------------|------|------|------|------|------|------|
| Augusta-Richmond County, GA-SC HUD Metro FMR | | | | | | | |
| LOW HOME RENT LIMIT | 546 | 585 | 701 | 810 | 903 | 997 | 1090 |
| HIGH HOME RENT LIMIT | 617 | 636 | 771 | 1053 | 1196 | 1301 | 1406 |
| For Information Only: | | | | | | | |
| FAIR MARKET RENT | 617 | 636 | 771 | 1053 | 1358 | 1562 | 1765 |
| 50% RENT LIMIT | 546 | 585 | 701 | 810 | 903 | 997 | 1090 |
| 65% RENT LIMIT | 736 | 791 | 951 | 1090 | 1196 | 1301 | 1406 |
| Charleston-North Charleston, SC MSA | | | | | | | |
| LOW HOME RENT LIMIT | 652 | 698 | 838 | 968 | 1081 | 1192 | 1303 |
| HIGH HOME RENT LIMIT | 743 | 884 | 1037 | 1226 | 1349 | 1469 | 1590 |
| For Information Only: | | | | | | | |
| FAIR MARKET RENT | 743 | 884 | 1037 | 1376 | 1783 | 2050 | 2318 |
| 50% RENT LIMIT | 652 | 698 | 838 | 968 | 1081 | 1192 | 1303 |
| 65% RENT LIMIT | 829 | 889 | 1069 | 1226 | 1349 | 1469 | 1590 |
| Charlotte-Concord-Gastonia, NC-SC HUD Metro | | | | | | | |
| LOW HOME RENT LIMIT | 648 | 695 | 833 | 963 | 1075 | 1186 | 1296 |
| HIGH HOME RENT LIMIT | 777 | 838 | 967 | 1256 | 1381 | 1506 | 1630 |
| For Information Only: | | | | | | | |
| FAIR MARKET RENT | 777 | 838 | 967 | 1310 | 1681 | 1933 | 2185 |
| 50% RENT LIMIT | 648 | 695 | 833 | 963 | 1075 | 1186 | 1296 |
| 65% RENT LIMIT | 849 | 911 | 1094 | 1256 | 1381 | 1506 | 1630 |
| Chester County, SC HUD Metro FMR Area | | | | | | | |
| LOW HOME RENT LIMIT | 423 | 453 | 543 | 628 | 701 | 773 | 845 |
| HIGH HOME RENT LIMIT | 512 | 515 | 680 | 834 | 910 | 986 | 1061 |
| For Information Only: | | | | | | | |
| FAIR MARKET RENT | 512 | 515 | 680 | 904 | 1028 | 1182 | 1336 |
| 50% RENT LIMIT | 423 | 453 | 543 | 628 | 701 | 773 | 845 |
| 65% RENT LIMIT | 564 | 606 | 729 | 834 | 910 | 986 | 1061 |
| Lancaster County, SC HUD Metro FMR Area | | | | | | | |
| LOW HOME RENT LIMIT | 497 | 533 | 640 | 738 | 823 | 909 | 994 |
| HIGH HOME RENT LIMIT | 561 | 695 | 861 | 985 | 1080 | 1173 | 1266 |
| For Information Only: | | | | | | | |
| FAIR MARKET RENT | 561 | 695 | 884 | 1195 | 1219 | 1402 | 1585 |
| 50% RENT LIMIT | 497 | 533 | 640 | 738 | 823 | 909 | 994 |
| 65% RENT LIMIT | 666 | 716 | 861 | 985 | 1080 | 1173 | 1266 |
| Columbia, SC HUD Metro FMR Area | | | | | | | |
| LOW HOME RENT LIMIT | 605 | 656 | 787 | 908 | 1013 | 1118 | 1223 |
| HIGH HOME RENT LIMIT | 605 | 776 | 891 | 1148 | 1261 | 1373 | 1485 |
| For Information Only: | | | | | | | |
| FAIR MARKET RENT | 605 | 776 | 891 | 1173 | 1456 | 1674 | 1893 |
| 50% RENT LIMIT | 612 | 656 | 787 | 908 | 1013 | 1118 | 1223 |
| 65% RENT LIMIT | 776 | 833 | 1002 | 1148 | 1261 | 1373 | 1485 |

For all HOME projects, the maximum allowable rent is the HUD calculated High HOME Rent Limit and/or Low HOME Rent Limit.



FY 2018 INCOME LIMITS DOCUMENTATION SYSTEM

HUD.gov [HUD User Home](#) [Data Sets](#) [Fair Market Rents](#) [Section 8 Income Limits](#) [MTSP Income Limits](#) [HUD LIHTC Database](#)

FY 2018 Income Limits Summary

Selecting any of the buttons labeled "Explanation" will display detailed calculation steps for each of the various parameters.

| FY 2018 Income Limit Area | Median Family Income Explanation | FY 2018 Income Limit Category | Persons in Family | | | | | | | |
|--|---|---|-------------------|--------|--------|---------------|--------|--------|--------|--------|
| | | | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 |
| Columbia, SC HUD Metro FMR Area | \$69,900 | Very Low (50%) Income Limits (\$) Explanation | 24,500 | 28,000 | 31,500 | 34,950 | 37,750 | 40,550 | 43,350 | 46,150 |
| | | Extremely Low Income Limits (\$) * Explanation | 14,700 | 16,800 | 20,780 | 25,100 | 29,420 | 33,740 | 38,060 | 42,380 |
| | | Low (80%) Income Limits (\$) Explanation | 39,150 | 44,750 | 50,350 | 55,900 | 60,400 | 64,850 | 69,350 | 73,800 |

NOTE: Richland County is part of the **Columbia, SC HUD Metro FMR Area**, so all information presented here applies to all of the **Columbia, SC HUD Metro FMR Area**. HUD generally uses the Office of Management and Budget (OMB) area definitions in the calculation of income limit program parameters. However, to ensure that program parameters do not vary significantly due to area definition changes, HUD has used custom geographic definitions for the **Columbia, SC HUD Metro FMR Area**.

The **Columbia, SC HUD Metro FMR Area** contains the following areas: Calhoun County, SC; Fairfield County, SC; Lexington County, SC; Richland County, SC; and Saluda County, SC.

* The FY 2014 Consolidated Appropriations Act changed the definition of extremely low-income to be the greater of 30/50ths (60 percent) of the Section 8 very low-income limit or the poverty guideline as [established by the Department of Health and Human Services \(HHS\)](#), provided that this amount is not greater than the Section 8 50% very low-income limit. Consequently, the extremely low income limits may equal the very low (50%) income limits.

Income limit areas are based on FY 2018 Fair Market Rent (FMR) areas. For information on FMRs, please see our associated FY 2018 [Fair Market Rent documentation system](#).

For last year's Median Family Income and Income Limits, please see here:

FY2017 Median Family Income and Income Limits for Columbia, SC HUD Metro FMR Area

Select a different county or county equivalent in South Carolina:

- Marlboro County
- McCormick County
- Newberry County
- Oconee County
- Orangeburg County
- Pickens County

Select county or county equivalent:

Select any FY2018 HUD Metropolitan FMR Area's Income Limits:

Columbia, SC HUD Metro FMR Area

Select HMFA Income Limits Area

Or press below to start over and select a different state:

Select a new state

Update URL For bookmarking or E-Mailing

Prepared by the [Economic and Market Analysis Division](#), HUD.



FY 2018 INCOME LIMITS DOCUMENTATION SYSTEM

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FY 2018 Very Low-Income (50%) Income Limits Calculation

The Income Limits explained on this page are not for use with Multifamily Tax Subsidy Projects (IRC section 42 and 142 projects). Users interested in these programs should visit the [FY2018 Multifamily Tax Subsidy Project Documentation System](#).

Estimates of the 4-person Very Low-Income Limit (VLIL) for metropolitan and non-metropolitan areas are developed as follows:

- 1. Calculate Preliminary VLIL:** The 4-person Very Low-Income Limit (VLIL) is based on 50% of the median family income estimated for **Columbia, SC HUD Metro FMR Area**. For a discussion of the estimated median family income please [read here](#). Once the median family income is estimated and a preliminary 4-person Very Low-Income Limit is calculated (as 50% of median family income) a series of considerations required by statute are made, which are detailed in the next 4 steps.
- 2. High Housing Cost Adjustment:** The 4-Person VLIL is increased if it is less than the amount at which 35 percent of it equals 85 percent of the annualized two-bedroom Section 8 40th percentile FMR (this adjusts income limits upward for areas where rental housing costs are unusually high in relation to median income);
- 3. Low Housing Cost Adjustment:** If the 4-Person VLIL exceeds 80% of the U.S. median family income, and the two bedroom 40th percentile fair market rent is affordable (less than or equal to 30% of the preliminary VLIL), the VLIL will be reduced to the greater of 80% of U.S. median family income or the amount at which 30 percent of it equals the two-bedroom 40th percentile FMR (this adjusts income limits downward for areas of unusually high median family incomes);
- 4. State Non-Metro Median Family Income Adjustment:** The 4-Person VLIL is also adjusted if it would otherwise be lower than 50% of the State Non-Metro Median Family Income.
- 5. Ceilings and Floors:** In lieu of holding income limits harmless, HUD does not allow the 4-Person VLIL to decrease more than 5 percent from the previous year. In addition, the annual change of the 4-Person VLIL can not exceed the greater of 5 percent or twice the change in the national median family income estimate. For FY 2018 twice the change of the national median family income from the prior year is 11.5 percent.
- 6. Family Size Adjustments:** Once the final 4-person income limit has been established, income limits for other family sizes are calculated by applying a percentage adjustment to the final 4-person VLIL. Calculation of income limits for other family sizes is straight-forward. The 1-person family income limit is 70% of the 4-person income limit. The 2-person family income limit is 80% of the 4-person income limit, the 3-person family income limit is 90% of the 4-person income

limit, the 5-person income limit is 108% of the 4-person income limit, the 6-person family income limit is 116% of the 4-person income limit, the 7-person family income limit is 124% of the 4-person income limit, and the 8-person family income limit is 132% of the 4-person income limit. For family sizes larger than 8 persons, the income limit can be calculated by adding an additional eight (8) percent per person to the next lower limit. For example a 9-person family income limit is 140% (132% + 8%), and so on. The resulting low-income limit calculation for other family sizes are then rounded up to the nearest \$50 to produce the Final VLIL.

ROUNDING NOTE: Rounding is applied to make it easier for those wishing to replicate HUD's calculations. The 4-person preliminary VLIL is rounded to the nearest \$50, whenever housing cost adjustments are applied. If the preliminary VLIL requires a floor to be applied, the floor is rounded up to the nearest \$50 to ensure that it is greater than or equal to 95 percent of last year's four-person VLIL. Similarly, if the preliminary VLIL requires a ceiling to be applied, the ceiling is rounded down to the nearest \$50. The the resulting rounded 4-person final VLIL is used to calculate income limits for other family sizes. Once the low-income limit for other family sizes are calculated, they are then rounded up to the nearest \$50, unless they already end in "00" or "50".

4-Person Very Low-Income Limit Calculation for Columbia, SC HUD Metro FMR Area

1. All information presented here applies to the **Columbia, SC HUD Metro FMR Area** which Richland County is a part of. The estimated FY2018 Median Family Income and preliminary 4-Person VLIL for Columbia, SC HUD Metro FMR Area are as follows:

| Area | FY 2018 Estimate of Median Family Income | Preliminary 4-Person Very Low-Income Limit |
|--|--|--|
| Columbia, SC HUD Metro FMR Area | \$69,900 | \$69,900 * 0.50 = \$34,950 |

2. The High Housing Cost adjustment calculations follow:

| 2BR 40th percentile FMR | 85% of Annualized 2BR FMR | 35% of Preliminary 4P VLIL | High Housing Cost Adjustment? | Preliminary 4P VLIL |
|--|---------------------------|----------------------------|-------------------------------------|---------------------|
| \$891 | \$9,088 | \$12,233 | Is \$12,233 < \$9,088? No | \$34,950 |

3. The Low Housing Cost adjustment calculations follow:

| Annualized 2BR 40 th percentile FMR | Income that can afford annualized 2BR FMR paying 30% for rent | 80% of US Median Income | Maximum allowable 4P VLIL | Preliminary 4P VLIL | Low Housing Cost Adjustment? | Preliminary 4P VLIL |
|--|---|-------------------------|---------------------------|---------------------|------------------------------|---------------------|
| | | | | | | |

| | | | | | | |
|--------------|----------------|------------|------------------------|------------|---------------|-------------------------------|
| $\$891 * 12$ | $\$10,692/0.3$ | $\$57,520$ | MAX | $\$34,950$ | Is $\$34,950$ | $\\$34,950$ |
| = | = | | $(\$35,640, \$57,520)$ | | $> \$57,520?$ | |
| $\$10,692$ | $\$35,640$ | | = | | No | |
| | | | $\$57,520$ | | | |

4. State non-metro Median Family Income Adjustment:

| | | |
|--|--|-------------------------------|
| 50 Percent of State Non-Metro Median Family Income | State Median Family Income Adjustment? | Preliminary 4P VLIL |
| $\$48,300 * 0.5$ | Is $\$34,950 < \$24,150?$ | $\\$34,950$ |
| = | No | |
| $\$24,150$ | | |

5. Ceiling or Floor adjustment — Since the VLIL year-over-year change does not fall below -0.05 or exceed 0.115, no adjustment was applied.

| FY2018 4P Adjusted Preliminary VLIL | FY2017 4-Person VLIL | YoY Change | Ceiling or Floor Adjustment? | FY2018 Final 4-Person VLIL |
|-------------------------------------|----------------------|-----------------------------------|---|-------------------------------|
| $\$34,950$ | $\$33,500$ | $\$34,950 / \$33,500 - 1 = 0.043$ | $-0.05 < 0.043 > 0.115$ No Adjustment | $\\$34,950$ |

6. The Family Size adjustment calculations follow:

| Family Size Adjustments and Final VLIL for Columbia, SC HUD Metro FMR Area | | | | | | | | |
|---|-------------------------------|-------------------------------|-------------------------------|-------------------------------|-------------------------------|-------------------------------|-------------------------------|-------------------------------|
| | 1-Person | 2-Person | 3-Person | 4-Person | 5-Person | 6-Person | 7-Person | 8-Person |
| Family Size Adjustment | $\$34,950 *$ 0.70 | $\$34,950 *$ 0.80 | $\$34,950 *$ 0.90 | $\$34,950 *$ 1 | $\$34,950 *$ 1.08 | $\$34,950 *$ 1.16 | $\$34,950 *$ 1.24 | $\$34,950 *$ 1.32 |
| Very Low Income Limit | $\$24,465$ | $\$27,960$ | $\$31,455$ | $\$34,950$ | $\$37,746$ | $\$40,542$ | $\$43,338$ | $\$46,134$ |
| FY 2018 FINAL VLIL | $\\$24,500$ | $\\$28,000$ | $\\$31,500$ | $\\$34,950$ | $\\$37,750$ | $\\$40,550$ | $\\$43,350$ | $\\$46,150$ |

NOTE: The VLIL calculation for additional family sizes are rounded up to the nearest \$50, unless it already ends in "00" or "50".

Very Low-Income Limit Calculation For Families With More Than 8 People

Select family size ▼

Calculate

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FY 2018 FAIR MARKET RENT DOCUMENTATION SYSTEM

The Final FY 2018 FMRs for All Bedroom Sizes

| Final FY 2018 FMRs By Unit Bedrooms | | | | | |
|--|-------------------|--------------------|--------------------|----------------------|---------------------|
| Year | Efficiency | One-Bedroom | Two-Bedroom | Three-Bedroom | Four-Bedroom |
| FY 2018 FMR | \$605 | \$776 | \$891 | \$1,173 | \$1,456 |
| FY 2017 FMR | \$592 | \$759 | \$876 | \$1,159 | \$1,436 |

Richland County, South Carolina is part of the Columbia, SC HUD Metro FMR Area, which consists of the following counties: Calhoun County, SC; Fairfield County, SC; Lexington County, SC; Richland County, SC; and Saluda County, SC. All information here applies to the entirety of the Columbia, SC HUD Metro FMR Area.

Fair Market Rent Calculation Methodology

Show/Hide Methodology Narrative

Fair Market Rents for metropolitan areas and non-metropolitan FMR areas are developed as follows:

1. 2011-2015 5-year American Community Survey (ACS) estimates of 2-bedroom adjusted standard quality gross rents calculated for each FMR area are used as the new basis for FY2018 provided the estimate is statistically reliable. For FY2018, the test for reliability is whether the margin of error for the estimate is less than 50% of the estimate itself and whether the ACS estimate is based on at least 100 survey cases. HUD does not receive the exact number of survey cases, but rather a categorical variable known as the count indicator indicating a range of cases. An estimate based on at least 100 cases corresponds to a count indicator of 4 or higher.

If an area does not have a reliable 2011-2015 5-year, HUD checks whether the area has had at least minimally reliable estimate in any of the past 3 years, or estimates that meet the 50% margin of error test described above. If so, the FY2018 base rent is the average of the inflated ACS estimates.

If an area has not had a minimally reliable estimate in the past 3 years, the estimate State for the area's corresponding metropolitan area (if applicable) or State non-metropolitan area is used as the basis for FY2018.

2. HUD calculates a recent mover adjustment factor by comparing a 2015 1-year 40th percentile recent-mover 2-bedroom rent to the 2011-2015 5-year 40th percentile adjusted standard quality gross rent. If either the recent mover and non-recent mover rent estimates are not reliable, HUD uses the recent mover adjustment for a larger

geography. For metropolitan areas, the order of geographies examined is: FMR Area, Entire Metropolitan Area (for Metropolitan Sub-Areas), State Metropolitan Portion, Entire State, and Entire US; for non-metropolitan areas, the order of geographies examined is: FMR Area, State Non-Metropolitan Portion, Entire State, and Entire US. The recent mover adjustment factor is floored at one.

3. HUD calculates the appropriate recent mover adjustment factor between the 5-year data and the 1-year data and applies this to the 5-year base rent estimate.
4. Rents are calculated as of 2016 using the relevant (regional or local) change in gross rent Consumer Price Index (CPI) from annual 2015 to annual 2016.
5. All estimates are then inflated from 2016 to FY2018 using a trend factor based on the forecast of gross rent changes through FY2018.
6. FY2018 FMRs are then compared to a State minimum rent, and any area whose preliminary FMR falls below this value is raised to the level of the State minimum.
7. FY2018 FMRs may not be less than 90% of FY2017 FMRs.

The results of the Fair Market Rent Step-by-Step Process

1. The following are the 2015 American Community Survey 5-year 2-Bedroom Adjusted Standard Quality Gross Rent estimate and margin of error for Columbia, SC HUD Metro FMR Area.

| Area | ACS ₂₀₁₅ 5-Year 2-Bedroom Adjusted Standard Quality Gross Rent | ACS ₂₀₁₅ 5-Year 2-Bedroom Adjusted Standard Quality Gross Rent Margin of Error | Ratio | Sample Size Category | Result |
|---------------------------------|---|---|------------------------------|----------------------|--|
| Columbia, SC HUD Metro FMR Area | \$762 | \$11 | $\frac{\$11}{\$762} = 0.014$ | 6 | 0.014 < .5 6 ≥ 4 Use ACS ₂₀₁₅ 5-Year Columbia, SC HUD Metro FMR Area 2-Bedroom Adjusted Standard Quality Gross Rent |

Since the ACS₂₀₁₅ Margin of Error Ratio is less than .5, the ACS₂₀₁₅ Columbia, SC HUD Metro FMR Area value is used for the estimate of 2-Bedroom Adjusted Standard Quality Gross Rent:

| Area | FY2018 Base Rent |
|---------------------------------|------------------|
| Columbia, SC HUD Metro FMR Area | \$762 |

2. A recent mover adjustment factor is applied based on the smallest area of geography which contains Columbia, SC HUD Metro FMR Area and has an ACS₂₀₁₅ 1-year Adjusted Standard Quality Recent-Mover estimate with a Margin of Error Ratio that is less than .5.

| Area | ACS ₂₀₁₅ 1-Year Adjusted Standard Quality Recent-Mover Gross Rent | ACS ₂₀₁₅ 1-Year Adjusted Standard Quality Recent-Mover Gross Rent Margin of Error | Ratio | Sample Size Category | Result |
|---|--|--|-------|----------------------|---|
| Columbia, SC HUD Metro FMR Area – 2 Bedroom | \$825 | \$48 | 0.058 | 6 | 0.058 < .5 6 ≥ 4 Use ACS ₂₀₁₅ 1-Year Columbia, SC HUD Metro FMR Area 2-Bedroom Adjusted Standard Quality Recent-Mover Gross Rent |

The smallest area of geography which contains Columbia, SC HUD Metro FMR Area and has an ACS₂₀₁₅ 1-year Adjusted Standard Quality Recent-Mover estimate with a Margin of Error Ratio that is less than .5 and with a sufficient number of sample cases is Columbia, SC HUD Metro FMR Area.

3. The calculation of the relevant Recent-Mover Adjustment Factor for Columbia, SC HUD Metro FMR Area is as follows:

| ACS ₂₀₁₅ 5-Year Area | ACS ₂₀₁₅ 5-Year 40th Percentile Adjusted Standard Quality Gross Rent | ACS ₂₀₁₅ 1-Year 40th Percentile Adjusted Standard Quality Recent-Mover Gross Rent |
|---|---|--|
| Columbia, SC HUD Metro FMR Area – 2 Bedroom | \$762 | \$825 |

| Area | Ratio | Recent-Mover Adjustment Factor |
|------|-------|--------------------------------|
|------|-------|--------------------------------|

| Area | Ratio | Recent-Mover Adjustment Factor |
|---------------------------------|-----------------------|--|
| Columbia, SC HUD Metro FMR Area | \$825 / \$762 = 1.083 | 1.083 ≥ 1.0 Use calculated Recent-Mover Adjustment Factor of 1.083 |

4. The calculation of the relevant CPI Update Factors for Columbia, SC HUD Metro FMR Area is as follows: HUD updates the 2015 intermediate rent with the ratio of the annual 2016 local or regional CPI to the annual 2015 local or regional CPI to establish rents as of 2016.

| | Update Factor | Type |
|-------------------|---------------|------------|
| CPI Update Factor | <u>1.0194</u> | Region CPI |

5. The calculation of the Trend Factor is as follows: HUD forecasts the change in national gross rents from 2016 to 2018. This makes Fair Market Rents "as of" FY2018.

| National Trend Factor |
|-----------------------|
| <u>1.0589</u> |

6. The FY 2018 2-Bedroom Fair Market Rent for Columbia, SC HUD Metro FMR Area is calculated as follows:

| Area | ACS ₂₀₁₅ 5-Year Estimate | Recent-Mover Adjustment Factor | Annual 2015 to 2016 CPI Adjustment | Trending 1.0589 to FY2018 | FY 2018 2-Bedroom FMR |
|---------------------------------|-------------------------------------|--------------------------------|------------------------------------|---------------------------|---|
| Columbia, SC HUD Metro FMR Area | \$762 | 1.083 | 1.0194 | 1.0589 | \$762 * 1.083 * 1.0194 * 1.0589 = \$891 |

7. In keeping with HUD policy, the preliminary FY 2018 FMR is checked to ensure that it does not fall below the state minimum.

| Area | Preliminary FY2018 2-Bedroom FMR | FY 2018 South Carolina State Minimum | Final FY2018 2-Bedroom FMR |
|---------------------------------|----------------------------------|--------------------------------------|--|
| Columbia, SC HUD Metro FMR Area | \$891 | <u>\$668</u> | \$891 ≥ \$668 Use Columbia, SC HUD Metro FMR Area FMR of \$891 |

8. Bedroom ratios are applied to calculate FMRs for unit sizes other than two bedrooms.

Click on the links in the table to see how the bedroom ratios are calculated.

| FY 2018 FMRs By Unit Bedrooms | | | | | |
|--------------------------------------|-------------------|--------------------|--------------------|----------------------|---------------------|
| | Efficiency | One-Bedroom | Two-Bedroom | Three-Bedroom | Four-Bedroom |
| FY 2018 FMR | \$605 | \$776 | \$891 | \$1,173 | \$1,456 |

9. The FY2018 FMR must not be below 90% of the FY2017 FMR.

| | Efficiency | One-Bedroom | Two-Bedroom | Three-Bedroom | Four-Bedroom |
|------------------------------|-------------------|--------------------|--------------------|----------------------|---------------------|
| FY2017 FMR | \$592 | \$759 | \$876 | \$1,159 | \$1,436 |
| FY2017 floor | \$533 | \$683 | \$788 | \$1,043 | \$1,292 |
| FY 2018 FMR | \$605 | \$776 | \$891 | \$1,173 | \$1,456 |
| Use FY2017 floor for FY2018? | No | No | No | No | No |

Final FY2018 Rents for All Bedroom Sizes for Columbia, SC HUD Metro FMR Area

The following table shows the Final FY 2018 FMRs by bedroom sizes.

| Final FY 2018 FMRs By Unit Bedrooms | | | | | |
|--|-------------------|--------------------|--------------------|----------------------|---------------------|
| | Efficiency | One-Bedroom | Two-Bedroom | Three-Bedroom | Four-Bedroom |
| Final FY 2018 FMR | \$605 | \$776 | \$891 | \$1,173 | \$1,456 |

The FMRs for unit sizes larger than four bedrooms are calculated by adding 15 percent to the four bedroom FMR, for each extra bedroom. For example, the FMR for a five bedroom unit is 1.15 times the four bedroom FMR, and the FMR for a six bedroom unit is 1.30 times the four bedroom FMR. FMRs for single-room occupancy units are 0.75 times the zero bedroom (efficiency) FMR.

Permanent link to this page: http://www.huduser.gov/portal/datasets/fmr/fmrs/FY2018_code/2018summary.odn?&year=2018&fmrtype=Final&selection_type=county&fips=4507999999

Other HUD Metro FMR Areas in the Same MSA

Select another Final FY 2018 HUD Metro FMR Area that is a part of the Columbia, SC MSA:

Kershaw County, SC HUD Metro FMR Area

Select a different area

ATTACHMENT - D

**SECTION 202 OF EXECUTIVE ORDER # 11246
OF SEPTEMBER 24, 1965**

HUD > Program Offices > Fair Housing > Fair Housing Laws and Presidential Executive Orders > Executive Order 11246

Executive Order 11246

DATE: 09-24-65

29 -- Labor

Equal employment opportunity

Under and by virtue of the authority vested in me as President of the United States by the Constitution and statutes of the United States, it is ordered as follows:

Part I -- Nondiscrimination in Government Employment

[Part I superseded by EO 11478 of Aug. 8, 1969, 34 FR 12985, 3 CFR, 1966 - 1970 Comp., p. 803]

Part II -- Nondiscrimination in Employment by Government Contractors and Subcontractors

subpart a -- duties of the secretary of labor

Sec. 201. The Secretary of Labor shall be responsible for the administration and enforcement of Parts II and III of this Order. The Secretary shall adopt such rules and regulations and issue such orders as are deemed necessary and appropriate to achieve the purposes of Parts II and III of this Order.

[Sec. 201 amended by EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

subpart b -- contractors' agreements

Sec. 202. Except in contracts exempted in accordance with Section 204 of this Order, all Government contracting agencies shall include in every Government contract hereafter entered into the following provisions:

`` During the performance of this contract, the contractor agrees as follows:

`` (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

`` (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

`` (3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of The provisions of Executive Order 11246 of Sept. 24, 1965, appear at 30 FR 12319, 12935, 3 CFR, 1964 - 1965 Comp., p. 339, unless otherwise noted.

ATTACHMENT - E
SECTION 3 OF HOUSING AND URBAN
DEVELOPMENT ACT 1968

What is the Section 3 Business Registry?

The Section 3 Business Registry is a listing of firms that have self-certified that they meet one of the regulatory definitions of a Section 3 business and are included in a searchable online database that can be used by agencies that receive HUD funds, developers, contractors, and others to facilitate the award of certain HUD-funded contracts. The database can also be used by Section 3 residents to identify businesses that may have HUD-funded employment opportunities.

This registry is a helpful tool to assistant recipients of HUD funding (e.g., Public Housing Agencies, local units of government, property owners, etc), developers, and others locate Section 3 businesses within their community. It also enables HUD grantees to meet their Section 3 obligations by reducing some of the burden associated with locating eligible businesses.

It is important to note that Section 3 businesses are not entitled to receive contracts simply by being listed in HUD's Section 3 Business Registry database. Eligible businesses may need to demonstrate that they are responsible and have the ability to perform successfully under the terms and conditions of proposed contracts. Section 3 requirements at 24 CFR 135, then provides preference for contracts and subcontracts to these firms-but not a guarantee.

While the Department maintains the Business Registry database, it has not verified the information submitted by the businesses and does not endorse the services they provide. Accordingly, it is recommended that users perform due diligence before awarding contracts to firms that have self-certified on this registry by ensuring that they meet the definition of a Section3 business concern as defined by the Department's regulations at 24 CFR 135.5.

The general public can notify the Department through the Business Registry website if they believe a firm has potentially misrepresented themselves as a Section 3 business. In such situations, HUD will request documentation and additional information from the business to verify that they qualify for inclusion in the database. Businesses found to have misrepresented themselves will be removed from the database and penalized (see registry webpage for more information).

To search the database for self-certified Section 3 businesses, register your business for inclusion, or for more information on the Business Registry, please visit <http://www.hud.gov/Sec3Biz>.

Additional information on the requirements of Section 3, can be found at <http://www.hud.gov/section3>



ANNUAL SECTION 3 SUMMARY REPORTING REQUIREMENTS

FOR RECIPIENTS OF HUD COMMUNITY PLANNING & DEVELOPMENT FUNDING

***TECHNICAL ASSISTANCE ON FORM HUD-60002**

Why HUD Enforces Section 3?

Each year the U.S. Department of Housing and Urban Development invests billions of federal dollars into distressed communities for projects designed to build and rehabilitate housing, improve roads, develop community centers, and otherwise assist families achieve the American Dream.

The Section 3 regulation recognizes that HUD funding typically results in projects/activities that generate new employment, training and contracting opportunities. These economic opportunities not only provide “bricks and mortar”, but can also positively impact the lives of local residents who live in the neighborhoods being redeveloped.

Section 3 of the Housing and Urban Development Act of 1968 [12 U.S.C. 1701u and 24 CFR Part 135] is HUD’s legislative directive for providing preference to low- and very low-income residents of the local community (regardless of race or gender), and the businesses that substantially employ these persons, for new employment, training, and contracting opportunities resulting from HUD-funded projects.

Further, as a condition of receiving HUD Community Planning and Development assistance, recipients certify that they will comply with the requirements of Section 3 annually pursuant to 24 CFR 570.607(b). Accordingly, the Department has the legal responsibility to monitor recipients for compliance and can impose penalties upon those that fail to meet these obligations.

Applicability of Section 3 to Community Planning & Development Assistance

The requirements of Section 3 apply to recipients of HUD Community Planning and Development funding exceeding **\$200,000**.

Section 3 covered projects are those in which a *combined* (or aggregate) amount of covered funding exceeding \$200,000, is invested into activities involving **housing construction, demolition, rehabilitation, or other public construction—i.e., roads, sewers, community centers, etc.**

[Example: Section 3 applies to the combined investment of more than \$200,000 into multiple single-family housing rehabilitation projects during a program year].

Contractors or subcontractors that receive contracts in excess of **\$100,000** for Section 3 covered projects/activities are required to comply with the Section 3 regulations in the same manner as direct recipients.

If the recipient agency receives Section 3 covered funding and invests these funds into covered projects/activities, but no individual contract exceeds \$100,000, responsibility for complying with Section 3 only applies to the recipient.

Accordingly, the recipient must attempt to reach the Section 3 minimum numerical goals found at 24 CFR Part 135.30 by: 1) Awarding 10 percent of the total dollar amount of all covered construction contracts to Section 3 businesses; and 2) Offering 30 percent of new employment opportunities to Section 3 businesses.

Section 3 Covered Community Planning and Development funding

- Community Development Block Grants (CDBG)
- Home Investment Partnership Assistance
- Housing Opportunities for Persons with Aids (HOPWA)
- Economic Development Initiative (EDI)
- Brownfield Economic Development Initiative (BEDI)
- Emergency Shelter Grants
- Homeless Assistance
- University Partnership Grants
- Neighborhood Stimulus Program (NSP)
- Certain Grants Awarded Under HUD Notices of Funding Availability (NOFAs)

*NOTE: The requirements of Section 3 only apply to the portion(s) of covered funding that were used for project/activities involving housing construction, rehabilitation, demolition, or other public construction.

Section 3 applies to the **entire** covered project or activity regardless of whether the activity was fully or partially funded with covered assistance.

Section 3 Covered Recipient Agencies

“Recipient” refers to any entity that receives Section 3 covered financial assistance directly from HUD or from another recipient and includes, but is not limited to any of the following:

- States; Units of Local Government; Native American Tribes; or other Public Bodies
- Public or Private Nonprofit Organizations
- Private Agencies or Institutions
- Mortgagors; Developers; Limited Dividend Sponsors; Builders; Property Managers; Community Housing Development Organizations
- Successors, assignees or transferees of any such entity listed above
- Recipients do **NOT** include any ultimate beneficiary under the HUD program that Section 3 applies and does **NOT** refer to contractors.

Triggering the Requirements of Section 3

Section 3 is triggered when the normal completion of construction and rehabilitation projects creates the need for **new** employment, contracting, or training opportunities.

The Section 3 regulations should not be construed to mean that recipients are required to hire Section 3 residents or award contracts to Section 3 businesses other than what is needed to complete covered projects/activities.

If the expenditure of covered funding does not result in new employment, contracting, or training opportunities, the requirements of Section 3 have not been triggered. However, each agency must still submit Section 3 annual reports indicating this information.

Recipient Responsibilities Pursuant to Section 3

Each recipient (and their covered contractors, subcontractors, or subrecipients) are required to comply with the requirements of Section 3 for ***new*** employment, training, or contracting opportunities resulting from the expenditure of covered funding. This responsibility includes:

1. Implementing procedures to notify Section 3 residents and business concerns about training, employment, and contracting opportunities generated by Section 3 covered assistance;
2. Notifying potential contractors working on Section 3 covered projects of their responsibilities;
3. Incorporating the Section 3 Clause into all covered solicitations and contracts [see 24 CFR Part 135.38];
4. Facilitating the training and employment of Section 3 residents and the award of contracts to Section 3 business concerns;
5. Assisting and actively cooperating with the Department in making contractors and subcontractors comply;
6. Refraining from entering into contracts with contractors that are in violation of Section 3 regulations;
7. Documenting actions taken to comply with Section 3; and
8. Submitting Section 3 Annual Summary Reports (form HUD-60002) in accordance with 24 CFR Part 135.90.

In addition to the responsibilities described above, **State and County agencies or consortia** that distribute covered funds to units of local government, nonprofit organizations, or other subrecipients, must attempt to reach the minimum numerical goals set forth at 24 CFR Part 135.30, regardless of the number of subrecipients that receive covered funding. State or County agencies must also do the following:

1. Inform subrecipients about the requirements of Section 3;
2. Assist subrecipients and their contractors with achieving compliance;
3. Monitor subrecipients' performance with respect to meeting the requirements of Section 3; and
4. Report to HUD on the cumulative Section 3 activities taking place within their jurisdiction on an annual basis.

Section 3 Residents and Business Concerns

Section 3 Residents Are:

1. Residents of Public and Indian Housing; or
2. Individuals that reside in the metropolitan area or nonmetropolitan county in which the Section 3 covered assistance is expended and whose income do not exceed the local HUD income limits set forth for low- or very low-income households.

Section 3 Business Concerns Are One of the Following:

1. Businesses that are 51 percent or more owned by Section 3 residents;
2. Businesses whose permanent, full-time employees include persons, at least 30 percent of whom are currently Section 3 residents, or within three years of the date of first employment with the firm were Section 3 residents; or
3. Businesses that provide evidence of a commitment to subcontract in excess of 25 percent of the dollar amount of all subcontracts to be awarded to businesses that meet the qualifications described above.

In accordance with the regulation, residents and businesses concerns seeking Section 3 preference shall certify, or submit evidence to the recipient, contractor, subcontractor or subrecipient (if requested) verifying that they meet the definitions provided above.

Recipients can use their discretion for determining the type of verification that is required by prospective Section 3 residents and business concerns. Some examples include: proof of residency in a public housing authority; proof of federal subsidies for housing, food stamps, or unemployment benefits; and payroll data or other relevant business information.

Section 3 Summary Reports (Form HUD-60002)

Annually, each direct recipient of Community Planning and Development funding is required to submit form HUD-60002 to HUD's Economic Opportunity Division in Washington, DC. , preferably online from the following website: www.hud.gov/section3.

Due Date: Form HUD-60002 is due at the same time as annual performance (e.g., CAPERS) reports

The Section 3 Summary Report shall follow the same program, fiscal, or calendar year as the annual performance report and should correspond to the covered projects and activities that were administered during the reporting period.

NOTE: Section 3 reports must be submitted by all agencies that receive Community Planning and Development funding in excess of \$200,000 whether the requirements were triggered or not.

Determining What Should Be Reported on Form HUD-60002

Section 3 Annual Summary Reports are intended to measure each recipient's efforts to comply with the statutory and regulatory requirements of Section 3 in its own operations **AND** those of its covered contractors, subcontractors, and subrecipients. Each submission of form HUD-60002 should indicate the following:

- The total dollar amount of HUD funding that was received by the recipient for covered projects/activities during the specified reporting period.
- The total number of new employees that were hired by the recipient and/or its covered contractors, subcontractors, and subrecipients, as a result of performing or completing covered project/activities.
- The number of new employees that were hired by the recipient (or its covered contractors, subcontractors, and subrecipients), as a result of covered projects/activities, that met the definition of a Section 3 resident.
- The total number of man hours worked on covered projects (optional).
- The aggregate number of hours worked by Section 3 residents on covered projects (optional).
- The total number of Section 3 residents that participated in training opportunities that were made available by the recipient agency, its contractors, subrecipients, or other local community resource agencies.
- The total dollar amount of construction and/or non-construction contracts (or subcontracts) that were awarded with covered funding.
- The dollar amount of the recipient's construction or non-construction contracts (or subcontracts) that were awarded to Section 3 business concerns.
- Detailed narrative descriptions of the specific actions that were taken by the recipient (or its covered contractors, subcontractors, subrecipients, or others) to comply with the requirements of Section 3 and/or meet the minimum numerical goals for employment and contracting opportunities.

Section 3 Reporting and Compliance Determinations

Absent evidence to the contrary, the Department considers recipients of covered funding to be in compliance with Section 3 if they meet the minimum numerical goals set forth at 24 CFR Part 135.30. Specifically:

- a. 30 percent of the aggregate number of new hires shall be Section 3 residents;
- b. 10 percent of the total dollar amount of all covered construction contracts shall be awarded to Section 3 business concerns; and
- c. 3 percent of the total dollar amount of all covered non-construction contracts shall be awarded to Section 3 business concerns.

Recipients that fail to meet the minimum numerical goals above bear the burden of demonstrating why it was not possible to do so. Such justifications should describe the efforts that were taken, barriers encountered, and other relevant information that will enable the Department to make a compliance determination.

Recipients that submit Section 3 reports containing **all zeros**, without a sufficient explanation to justify their submission, are in **noncompliance** with the requirements of Section 3.

Failure to comply with the requirements of Section 3 may result in sanctions, including: debarment, suspension, or limited denial of participation in HUD programs pursuant to 24 CFR Part 24.

Recipients that are subject to annual A-133 Audits may also receive an audit finding for failure to submit form HUD-60002 to HUD.

Important Notes for Submitting Form HUD-60002

- Recipients must submit a separate form HUD-60002 for each type of covered funding (*e.g.*, separate reports must be submitted for CDBG and HOME funding).
- Use the online Section 3 Summary Reporting System at: www.hud.gov/section3 to ensure that form HUD- 60002 is received by the Economic Opportunity Division in HUD Headquarters in a timely manner.
- The “reporting period” option in the online Section 3 Summary Reporting System (box #7) lists quarters but the Section 3 reporting is an annual requirement. Accordingly, recipients should select **Quarter 4** to document the total amount of covered activities/projects that were completed during the entire reporting period.
- If the recipient (or its covered contractors, subcontractors and subrecipients) did not hire any new employees during the reporting period, and/or if no covered construction or non-construction contracts were awarded, the recipient must indicate this in Part III of form HUD-60002 and certify that this information is true and accurate by penalty of law.

Where Are Reports Submitted

Form HUD-60002 must be submitted to HUD's Economic Opportunity Division, in Washington, DC. Recipients are strongly encouraged to submit form HUD-60002 online at: www.hud.gov/section3.

Recipients can also download a hard copy of form HUD 60002 from the website listed above. Hard copies shall be submitted via fax or mail to:

U.S. Department of Housing and Urban Development
Attn: Economic Opportunity Division
451 Seventh Street, SW
Room 5235
Washington, DC 20410
202-708-1286 (fax)

Additional Section 3 Guidance and Technical Assistance

The Economic Opportunity Division is committed to providing recipient's guidance and technical assistance for compliance with the requirements of Section 3.

For additional information, please visit the Section 3 website at: www.hud.gov/section3. This webpage provides the following tools and information:

- Section 3 Statute—12 U.S.C. 1701u
- Section 3 Regulation—24 CFR Part 135
- Frequently Asked Questions
- Section 3 Model Programs
- Guidance on Section 3 and Economic Stimulus Funding
- Guidance on Section 3 and the Neighborhood Stimulus Program (NSP)
- Sample Section 3 Certification Forms (residents and business concerns)
- Link to HUD's Local Income Eligibility Calculator
- Link to Section 3 Annual Reporting System(form HUD-60002)
- Downloadable Forms
- Contact Information for Economic Opportunity Division staff
- Email inquiries on Section 3 can be sent to section3@hud.gov

ATTACHMENT F

HOME INVESTMENT PARTNERSHIP PROGRAM

FINAL RULE & AMENDMENT

24 CFR PART 92

(For Full Rule and Amendment, go to

https://www.ecfr.gov/cgi-bin/text-idx?c=ecfr&tpl=/ecfrbrowse/Title24/24cfr92_main_02.tpl)

Section by Section Summary of the 2013 HOME Final Rule

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ATTACHMENT G
HOME RENTAL COMPLIANCE REPORT

Rental Set Up and Completion Form

HOME Program (For single and multi-address activities)

| | |
|---|---|
| Check the appropriate box: <input type="checkbox"/> Original Submission <input type="checkbox"/> Change Owner's Address <input type="checkbox"/> Ownership Transfer <input type="checkbox"/> Revision | Name and Phone Number of Person Completing Form: Jocelyn Jennings 803-576-2055 |
|---|---|

Set Up Activity:

A. General Information.

| | | |
|-------------------------|-----------------------------|---------------------------|
| 1. Name of Participant: | 2. IDIS Activity ID Number: | 3. Activity Name: CHDO |
|-------------------------|-----------------------------|---------------------------|

B. CHDO Questions.

| | |
|--|--|
| 1. Is funding limited to CHDO Operating (CO) or CHDO Capacity Building (CC)? (Y/N): (If Yes, STOP. DO NOT FILL OUT THIS FORM.) | 2. Will the activity be funded with CR (Y/N)? If yes, CHDO Acting As: (enter code) (1) Owner (2) Sponsor (3) Developer |
| 3. Will initial funding be a CHDO Site Control and/or Seed Money Loan (Y/N)? (If Y, answer Item 4.) | 4. Is the activity going forward? (Y/N) (If Y, fill out the rest of the form. If N, only the cost information is needed.) |

C. Objective and Outcome.

| | |
|---|---|
| 1. Objective (enter code): (2) (1) Create suitable living environments (2) Provide decent affordable housing (3) Create economic opportunities | 2. Outcome (enter code): (2) (1) Availability/accessibility (2) Affordability (3) Sustainability |
|---|---|

D. Special Characteristics.

| | |
|---|---|
| 1. Activity Location Type "Y" next to any that apply: (1) N CDBG Strategy Area (5) N Brownfield redevelopment area (2) Y Local target area (6) N Conversion of nonresidential to residential use (3) N Presidentially declared major disaster area (4) N Historic preservation area (7) N Colonia (For AZ, CA, NM, TX) | 2. Will this activity be carried out by a faith-based organization (Y/N)? |
|---|---|

E. Activity Information.

| | | | | | |
|---|-----------|-----------------------------|-----------------|---------------------------------------|---------------|
| 1. Activity Type (check one): (1) Rehab Only (4) Acquisition & Rehab (2) New Construction Only (5) Acquisition & New Construction (3) Acquisition Only | | 2. Property Street Address: | | | |
| 3. City: | 4. State: | 5. Zip Code: | 6. County Code: | Activity Estimates: 7. HOME Units: | 8. HOME Cost: |
| 9. Multi-Address (Y/N)? | | | | | |

F. Property Owner or Developer Information. (Only applicable if this is a multi-address activity)

| | | | |
|--|--|--------------|--|
| 1. Property Owner or Developer Type (enter code): (4) (1) Individual (4) Not-for-Profit (2) Partnership (5) Publicly Owned (3) Corporation (6) Other | 2. Property Owner or Developer's Name: | | |
| 3. Street Address: | | | |
| 4. City: | 5. State: | 6. Zip Code: | |

G. Activity Information. (If this is a multi-address activity, make copies of this form so that cost and beneficiary information is reported for each building (Sections H, I, J, K, and L.))

| | | | | | |
|--|--|---|--|--|--|
| 1. Activity Type (enter code): (1) Rehab Only (4) Acquisition & Rehab (2) New Construction Only (5) Acquisition & New Construction (3) Acquisition Only | | 2. Property Type (enter code): (1) Condominium (4) Apartment (2) Cooperative (5) Other (3) SRO | | 3. FHA Insured (Y/N)? | |
| 4. Mixed Use (Y/N)? | | 5. Mixed Income (Y/N)? | | 6. Completed Units: Total Number: HOME-assisted Units: | |

H. Property Address. (For multi address activities)

| | | | | | |
|-------------------|-----------------------------|----------|-----------|--------------|-----------------|
| 1. Building Name: | 2. Property Street Address: | 3. City: | 4. State: | 5. Zip Code: | 6. County code: |
|-------------------|-----------------------------|----------|-----------|--------------|-----------------|

I. Units

| | <u>Total</u> | <u>HOME-assisted</u> |
|--|--------------|----------------------|
| 1. Of the Units Completed, the number: | | |
| Meeting Energy Star standards: | _____ | _____ |
| 504-accessible: | _____ | _____ |
| Designated for persons with HIV/AIDS: | _____ | _____ |
| Of those, the number for chronically homeless: | _____ | _____ |
| Designated for the homeless: | _____ | _____ |
| Of those, the number for the chronically homeless: | _____ | _____ |

J. Period of Affordability. If you are imposing a period of affordability that is longer than the regulatory minimum, enter the total years (HOME minimum + additional) of affordability.
PJ-imposed period of affordability: _____ years

K. Costs.

| | | |
|--|----|----|
| 1. HOME Funds (Including Program Income) | | |
| (1) Amortized Loan | \$ | |
| (2) Grant | \$ | |
| (3) Deferred Payment Loan | \$ | |
| (4) Other | \$ | |
| (5) CHDO Loan | \$ | |
| Total HOME Funds | | \$ |
| 2. Public Funds | | |
| (1) Other Federal Funds | \$ | |
| (2) State/Local Funds | \$ | |
| (3) Tax Exempt Bond Proceeds | \$ | |
| Total Public Funds | | \$ |
| 3. Private Funds | | |
| (1) Private Loans | \$ | |
| (2) Owner Cash Contribution | \$ | |
| (3) Private Grants | \$ | |
| Total Private Funds | | \$ |
| 4. Low-Income Housing Tax Credit Proceeds | | \$ |
| 5. Activity Total or Total This Address | | \$ |

Instructions for Completing the Rental Set-up and Completion Report HOME Program

Read the instructions for each item carefully before completing the form. The purpose of this report is to assist with the collection of information to be entered into IDIS.

Applicability. This report is to be completed for each homebuyer activity assisted with HOME funds.

Timing. This report form is used to setup an activity in IDIS so that funds may be drawn down and to complete the activity so that the HOME Program reporting requirements are met.

A. General Information.

1. **Name of Participant.** Enter the name of the participating jurisdiction or the agency administering the homeowner rehab activity.
2. **IDIS Activity ID Number.** Enter the activity number assigned by IDIS.
3. **Activity Name.** Enter the name that the grantee or sub-grantee has designated to the activity.

B. CHDO Questions. (Only applicable if the activity is being carried out by a CHDO.)

1. **Is funding limited to CHDO Operating (CO) or CHDO capacity Building (CC)?** This report does not apply to CO or CC activities. In IDIS, fund and draw after selecting CO/CC on the HOME menu.
2. **Will the activity be funded with CR (Y/N)?** _____ If yes, **CHDO Acting as:** (Enter code) _____
 - (1) Owner
 - (2) Sponsor
 - (3) Developer
3. **Will initial funding be a CHDO Site Control and/or Seed Money Loan (Y/N)?** _____ (If Y, answer 4)
4. **Is the activity going forward?** After funding and drawing CL, answer "Y" to proceed to set up a Rental activity or "N" to report costs and complete the activity.

C. Objective and Outcome.

Objective. Enter the code of the objective that best describes the purpose of the activity. If a code is not entered in IDIS, the system will default the answer to "2" – Decent affordable housing.

1. **Suitable living environments.** Applies to activities that benefit communities, families, or individuals by addressing issues in their living environment.
2. **Decent affordable housing.** Applies to housing activities that meet individual family or community needs. This objective should not be used for activities where housing is an element of a larger effort.
3. **Creating economic opportunities.** Applies to activities related to economic development, commercial revitalization, and job creation.

Outcome. Enter code of the outcome that best describes the benefits resulting from the activity. If a code is not entered in IDIS, the system will default the answer to "2" – Affordability.

1. **Availability/accessibility.** Applies to activities that make services, infrastructure, housing, and shelter available and accessible. Note that accessibility does not refer only to physical barriers.
2. **Affordability.** Applies to activities that provide affordability in a variety of ways. It can include the creation or maintenance of affordable housing, basic infrastructure hookups, or services such as transportation or day care.
3. **Sustainability.** Applies to activities that promote livable or viable communities and neighborhoods by providing services or by removing slums or blighted areas.

D. Special Characteristics

1. **Activity Location.** Type "Y" next to any that apply. IDIS will default the answer to "N" if an answer is not typed in the field.
 - (1) CDBG strategy area is defined as HUD-approved neighborhood or Community Revitalization strategy Area (NRSA or CRSA), identified in the grantee's Consolidated/Annual Action Plan under Section 91.215(e) or Section 91.315(e)(2).
 - (2) Local target area is defined as a locally designated non-CDBG strategy area targeted for assistance.
 - (3) Presidentially declared major strategy area is defined as an area declared a major disaster under subchapter IV of the Robert T. Stafford Disaster Relief and Emergency Assistance Act.
 - (4) Historic Preservation Area is defined as an area designated for historic preservation by local, state, or federal officials.
 - (5) Brownfield redevelopment area is defined as an abandoned, idle, or underused property where expansion or redevelopment is complicated by real or potential environmental contamination.
 - (6) Conversion from non-residential or residential use is self explanatory. An example is converting an old warehouse into rental units or condominiums.
 - (7) Colonia is defined as a rural community or neighborhood located within 150 miles of the U.S.-Mexican border that lacks adequate infrastructure and frequently also lacks other basic services. This field only applies to activities located in the states of Arizona, California, New Mexico, and Texas.
2. **Faith-Based Organization.** Will this activity be carried out by a faith-based organization (Y/N)? Enter "Y" if it is known or if the organization declares itself to be a faith-based organization. If not, enter "N". Note: IDIS will enter the default answer of "N" if an answer is not typed in the field.

E. Activity Information

1. **Activity Type.** Enter code to indicate the type of activity.
 - (1) Rehab Only. A HOME-assisted rehabilitation activity that did not include acquisition of real property.
 - (2) New Construction Only. Any activity that involved: (a) the addition of units outside the existing walls of the structure and (b) the construction of a new residential unit(s).
 - (3) Acquisition Only. Acquisition of a structure that received certificate of occupancy at least 13 months before acquisition, which did not require rehabilitation and which is being used to provide affordable housing.
 - (4) Acquisition & Rehab. A HOME-assisted rehabilitation activity, which included the acquisition of real property.
 - (5) Acquisition & New Construction. A HOME-assisted new construction activity, which included the acquisition of real property. This includes acquisition of a structure that has received an initial certificate of occupancy within a one-year period prior to acquisition.
2. **Property Street Address.** Self explanatory. For multi address activities enter a general description of the project location.
3. **City.** Self explanatory.
4. **State.** Self explanatory.
5. **Zip code.** Self explanatory.
6. **County code.** Enter the county name or code. IDIS provides help to select the appropriate code.
7. **Activity Estimates. HOME Units.** Enter the estimated total number of units (upon completion) that will receive HOME assistance.
8. **Activity Estimates. HOME Cost.** Enter the total amount of HOME funds requested for the activity.
9. **Multi-Address (Y/N)?** If the activity consists of more than one home, enter "Y" so that costs and beneficiary information can be reported for each address at completion.

10. **Loan Guarantee? Y/N.** Enter Yes or No to indicate whether this activity is supported by a loan guarantee.

F. Property Owner/Developer Information.

1. **Property Owner/Developer Type.** Enter code to indicate the type of property owner/developer:
 - (1) Individual
 - (2) Partnership
 - (3) Corporation
 - (4) Not-for-Profit
 - (5) Publicly Owned
 - (6) Other
2. **Property Owner's/Developer's Name.** Enter the name of the property owner or developer.
- 3., 4., 5., and 6. **Owner's/Developer's Street Address, City, State, and Zip Code.** Self-explanatory.

Complete Rental Activity

G. Activity Information.

1. **Activity Type.** Only if the activity type has changed from set up in E. 1, enter the revised completion activity type in the box.
2. **Property Type.** Enter code to indicate the type of property assisted:
 - (1) Condominium
 - (2) Cooperative
 - (3) SRO
 - (4) Apartment
 - (5) Other
3. **FHA Insured.** (Y/N)? (For single address activities.) Enter Y for yes or N for no to indicate whether the property's mortgage is insured by FHA.
4. **Mixed Use.** (Y/N)? Indicate "Y", if the activity is designated in Part for uses other than residential but where residential living space must constitute at least 51 percent of the activity space. Indicate N, if the activity is not mixed-use.
5. **Mixed Income.** (Y/N)? Indicate "Y", if less than 100 percent of the activity's housing units qualify as affordable housing as defined in section 92.252 of the HOME regulations. Indicate N, if the activity is not mixed-income.
6. **Completed Units: Total Number: HOME Assisted:** Enter the total number of completed units and the total number of HOME assisted units.

H. Property Address. (For multi address activities.)

1. 2., 3., 4., 5., and 6. **Building name, Property's Street Address, City, State, Zip Code and County Code.** Self-explanatory.

Note: Each unit or apartment is not to be entered as a separate address. A multi address activity would have more than one building.

I. Units.

1. **Of the units completed, the number: Total and Home-Assisted Meeting Energy Star Standards.** Enter the total number of completed units that meet Energy Star standards and the number of completed HOME-Assisted units that meet Energy Star standards.

Energy Star applies to substantial rehabilitation. It is a system for achieving and verifying a level of building performance with respect to energy efficiency. The performance level is certified by third party contractors. See www.energystar.gov for more information.

Total and HOME Assisted 504 accessible. Enter the total number of completed units and completed HOME assisted units that are 504 accessible.

Note: IDIS will default the answers to zero if units are not entered in these fields.

Of the units completed, Total and HOME-Assisted Designated for Persons with HIV/AIDS. Enter the number of completed units that have been designated for persons with HIV/AIDS and the number of HOME-assisted units designated for persons with HIV/AIDS.

Of those, the number for the chronically homeless. Enter the number of completed units and HOME-assisted units that have been designated for chronically homeless persons with HIV/AIDS. Chronically homeless is defined below.

Of the Units Completed, Total and HOME-Assisted designated for the homeless. Of the total number of rental units in the activity, enter the number designated for the homeless and the number of completed HOME-Assisted units designated for the homeless. Homeless is defined as (1) an individuals or family who lacks fixed, regular, and adequate nighttime residence; or (2) An individual or family who has a primary nighttime residence that is: (a) a supervised publicly or privately operated shelter designed to provide temporary living accommodations (including welfare hotels, congregate shelters, and transitional housing for the mentally ill, (b) an institution that provides a temporary residence for individuals intended to be institutionalized; or (c) a public or private place not designed for, or ordinarily used as, a regular sleeping accommodation for human beings.

Of those, the number designated for the chronically homeless. Of the number of units designated for the homeless, enter the number designated for the chronically homeless. A chronically homeless person is defined as an unaccompanied homeless individual with a disabling condition who has either: (1) been continuously homeless for a year or more, or (2) has had at least four episodes of homelessness in the past three years. A disabling condition is defined as a diagnosable substance use disorder, serious mental illness, developmental disability, or chronic physical illness or disability. For the purpose of determining chronically homelessness, a homeless person is an unaccompanied individual sleeping in a place not meant for human habitation or in an emergency homeless shelter.

Note: IDIS will default to zero if units are not entered in these fields.

- J. Period of Affordability.** If you are imposing a period of affordability that is longer than the regulatory minimum, enter the total years (HOME minimum + additional) of affordability. P-J imposed period of affordability: _____ years.

- K. Costs.** Include all HOME funds used for the activity and all other funds (public and private). **Do not double count.** If private funds are used for construction financing and those funds are later replaced by permanent financing, **do not report both.** Report all HOME funds expended on the activity. **(Note: Federal regulations specifically prohibit paying back HOME funds with HOME funds.)** For funds other than HOME, to the extent a choice must be made to avoid double counting, report permanent financing rather than construction financing. The total amount of HOME funds reported in the block titled "Total HOME funds (Total Items 1)" must equal the total amount disbursed through IDIS for this activity.

1. **HOME Funds (Including Program Income).**
 - (1) **Amortized Loan.** Enter the amount of HOME funds provided for this activity in the form of an amortized loan. If there are multiple loans, enter the interest rate and term of the largest loan.

- (2) **Grant.** Enter the amount of HOME funds provided without any repayment requirements. (**Note:** A grant may be used to reduce the principal amount borrowed, a principal reduction payment, or the effective interest rate, an interest subsidy payment, on a privately originated loan.)
- (3) **Deferred Payment Loan (DPL).** Enter the amount of HOME funds provided through loans where payment of principal and interest is deferred until a future time and enter the interest rate and amortization period, if any. A DPL is some times called a conditional grant (e.g., repayment is required when the property is sold, or is forgiven if the owner does not sell the property for a specified number of years or repayment of principal and interest starts after the bank loan is repaid.)
- (4) **Other.** Enter the total amount of HOME funds provided for subsidy funding that is other than the type of loan/grant assistance identified in the above items listed in (1) through (3).
- (5) **CHDO Loan.** Enter the amount of HOME funds provided as a CHDO loan for the activity.

Total HOME Funds. Enter the total of items (1) through (5) as the amount of HOME funds expended.

2. **Public Funds.**

- (1) **Other Federal Funds.** Exclude any HOME funds expended.
- (2) **State/Local Funds.**
- (3) **Tax Exempt Bond Proceeds.** Report funds used for development costs only.

Total Public Funds. Enter the total of items (1) through (3) as the amount of Public Funds expended.

3. **Private Funds.**

- (1) **Private Loans.** Enter the amount of all of the costs that have been paid with funds obtained from private financial institutions, such as banks, savings and loans, and credit unions, and enter the interest rate and amortization period of the loan. If there are multiple loans, enter the interest rate and term of the largest loan. (**Do not double count.**)
- (2) **Owner Cash Contribution.** Enter the amount of all cash contributions provided by the project owner.
- (3) **Private Grants.** Enter the amount of cash contributions provided by private organizations, foundations, donors, etc.

Total Private Funds. Enter the total of items (1) through (3) as the amount of Private Funds expended.

4. **Low-Income Housing Tax Credit Proceeds.** Enter the total amount of syndicated Low Income Housing Tax Credits provided.
5. **Activity Total or Total this Address.** Enter the sum of totals for HOME funds, Public funds, Private funds, and Low-Income Housing Tax Credit Proceeds.

Beneficiaries.

Complete one line for the head of household of each residential unit that occupies a HOME-assisted rental unit.

Unit Number. Enter the unit number of each unit that will receive HOME-Assistance.

Number of Bedrooms. Enter 0 for a single room occupancy (SRO) unit or for an efficiency unit, 1 for 1 bedroom, 2 for 2 bedrooms, 3 for 3 bedrooms, 4 for 4 bedrooms, and 5 for 5 bedrooms.

Occupant. Enter 1 if the unit is occupied by a tenant, 2 if it is owner-occupied, and 9 if it is vacant.

Note: No more than one HOME-Assisted rental unit can be owner occupied.

Total Rent. For owners, enter 0. For tenants, enter the total monthly rent (tenant contribution plus subsidy amount).

Percent of Area Median Income. For each occupied residential unit, enter one code only based on the following definitions:

1. **0–30 Percent of Area Median Income** refers to a household whose annual income is at or below 30 percent of the median family income for the area, as determined by HUD with adjustments for smaller and larger families.
2. **30+–50 Percent of Area Median Income** refers to a household whose annual income exceeds 30 percent and does not exceed 50 percent of the median family income for the area, as determined by HUD with adjustments for smaller and larger families.
3. **50+–60 Percent of Area Median Income** refers to a household whose annual income exceeds 50 percent and does not exceed 60 percent of the median family income for the area, as determined by HUD with adjustments for smaller and larger families.
4. **60+–80 Percent of Area Median Income** refers to a household whose annual income exceeds 60 percent and does not exceed 80 percent of the median family income for the area, as determined by HUD with adjustments for smaller and larger families.

Hispanic? Y/N. For each occupied residential unit, enter the ethnicity for the head of household as either "Y" for Hispanic or Latino or "N" if the head of household is not Hispanic nor Latino. Hispanic or Latino race is defined as a person of Cuban, Mexican, Puerto Rican, South or Central American, other Spanish culture or origin, regardless of race. The term, "Spanish origin," can be used in addition to "Hispanic or Latino."

Race of Head of Household. For each occupied residential unit, enter one code only based on the following definitions:

11. **White.** A person having origins in any of the original peoples of Europe, North Africa or the Middle East.
12. **Black/African American.** A person having origins in any of the black racial groups of Africa. Terms such as "Haitian" or "Negro" can be used in addition to "Black or African American."
13. **Asian.** A person having origins in any of the original peoples of the Far East, Southeast Asia, or the Indian subcontinent including, for example, Cambodia, China, India, Japan, Korea, Malaysia, Pakistan, the Philippine Islands, Thailand and Vietnam.
14. **American Indian/Alaska Native.** A person having origins in any of the original peoples of North and South America (including Central America), and who maintains affiliation or community attachment.
15. **Native Hawaiian/Other Pacific Islander.** A person having origins in any of the original people of Hawaii, Guam, Samoa or other Pacific Islands.
16. **American Indian/Alaska Native & White.** A person having these multiple race heritages as defined above.
17. **Asian & White.** A person having these multiple race heritages as defined above.
18. **Black/African American & White.** A person having these multiple race heritages as defined above.
19. **American Indian/Alaska Native & Black or African American.** A person having these multiple race heritages as defined above.
20. **Other Multi Racial.** For reporting individual responses that are not included in any of the other categories listed above.

Household Size. Enter the appropriate number of persons in the household: 1, 2, 3, 4, 5, 6, 7, or 8 or more persons (for households of more than 8, enter 8).

Household Type. For each residential unit, enter one code only based on the following definitions:

1. **Single, Non-elderly.** One-person household in which the person is not elderly.
2. **Elderly.** One or two person household with a person at least 62 years of age.
3. **Single Parent.** A single parent household with a dependent child or children (18 years old or younger).

-
4. **Two Parents.** A two-parent household with a dependent child or children (18 years old or younger).
 5. **Other.** Any household not included in the above 4 definitions, including two or more unrelated individuals.

Assistance Type. For rented units, enter one code only to indicate the type of assistance, if any, being provided to the tenant.

1. **Section 8.** Tenants receiving Section 8 assistance through the Section 8 Certificate Program under 24 CFR part 882 or the Section 8 Housing Voucher Program under 24 CFR part 887.
2. **HOME TBRA.** Tenants receiving HOME tenant-based rental assistance.
3. **Other federal, state or local assistance.** Tenants receiving rental assistance through other federal, state or local rental assistance programs.
4. **No assistance.** Self-explanatory.

ATTACHMENT H
CHDO REIMBURSEMENT FORM

RICHLAND COUNTY REIMBURSEMENT FORM

DESIGNEE INFORMATION:

Name of CHDO/SUB Uplift Community Outreach
 Address 5338 Ridgeway Street
Columbia, SC 29203

ADDRESS OF ACTIVITY:

Bluff Estates
4221 Shorecrest Drive
Columbia, SC 29209

FEDERAL TAX ID # 26-1931708

OF UNITS 1

Period of Reimbursement _____

BENEFICIARY INFORMATION

TOTAL AWARD AMOUNT: \$137,145.00

Census Tract _____
 LMI Status _____
 Project Completion % _____
 # of Activites in Progress _____ 0
 Beneficiaries Served to Date _____ 0

Balance carried forward: _____

Total expenses for this period: _____

PROPOSED BUDGET

PERIOD EXPENSES:

**YEAR TO DATE
TOTALS
(Expended)**

**BEGINNING
BUDGET**

**REMAINING
BUDGET**

OPERATING EXPENSES:

- Salaries /Development
- Consultants
- Office Space
- Telephone
- Supplies
- Travel Expenses
- Interim Costs
- Professional Fees & Inspector

PROGRAM EXPENSES:

- Land Acquisition
- Construction/Rehabilitation
- Soft Cost
- Rehabilitation
- Contingency

I certify to the best of my knowledge and belief that this report is true in all respects and that all disbursements have been made for the purpose and conditions of the grant agreement.

Signature

Date Report Submitted

Typed or printed name and title

Phone (Area code, number, extension)

Complete And Submit To:

**Richland County Government
 Attention: Jocelyn Jennings
 2020 Hampton Street Suite 3063
 Columbia, South Carolina 29204**

OFFICE USE ONLY

IDIS ACTIVITY # _____

FUND SOURCE HOME CR

ATTACHMENT I
HOME CONSTRUCTION REQUIREMENTS

Richland County Community Development

MANDATORY DESIGN CRITERIA

For Community Housing Development Organizations
(CHDO)

The following design criteria **must be followed for all HOME projects awarded funding during 2018/2019 fiscal year**. All HOME assisted projects are subject to the Federal requirements found in the HOME Final Rule (24 CFR Part 92 subpart H). The requirements of this subpart include nondiscrimination, equal opportunity, disclosure, debarment, drug-free workplaces, affirmative marketing, minority outreach, environmental reviews, relocation, labor, lead-based paint, conflict of interest, Executive Order 12372, and consultant activities.

For ALL Project Types:

1. Window coverings for each window, including glass doors, must be installed.
2. All replacement or new kitchen and bathroom interior cabinets must be solid wood or wood/plastic veneer products with dual slide tracks on drawers. New cabinets must have solid wood dual sidetrack drawers and no laminate or particleboard fronts for doors or drawer fronts. Cabinets shall meet the ANSI/KCMA A1 61.1 performance and construction standard for kitchen and vanity cabinets. Cabinets shall bear the certification seal of KCMA (Kitchen Cabinet Manufacturers Association).
3. All replacement or new entry doors must be metal-clad wood, steel or fiberglass doors that are insulated, paneled, and have a peephole. Deadbolt locks are required in entry doors. Dead bolt locks on entry doors should have "thumb latch" on interior side. Double keyed dead bolt locks are prohibited. The minimum clear width of all exterior doors shall be 34 inches.
4. All doors must be side hinged except for bi-fold and sliding doors in place at existing older persons or elderly projects as long as they are functioning properly.
5. All retention and/or detention ponds must be fenced in unless a letter is provided from the Department of Health and Environmental Control (DHEC) that a fence is not required. The storm water retention/detention basin design, maintenance and management shall be the sole responsibility of the owner/developer and shall be in strict accordance with all applicable federal, state, local and environmental regulations governing storm water retention/detention basins.
6. A project must post signs in a visible location on the project site. The sign should include the Fair Housing logo.
7. Exterior lighting fixtures at all entry doors including individual units, community buildings and common areas within the building(s). The fixtures at the individual apartment units are to be controlled from the interior of the unit.
8. Enclosed trash dumpsters and/or compactors if proposed for the project. The dumpster must be enclosed by solid fencing on at least three sides. The pad and approach pad to the dumpster must be

concrete and not asphalt. The trash dumpster/compactor must be ADA accessible and located on an ADA accessible route.

9. The following Energy Star appliances must be provided in each unit: Full sized refrigerator-freezer, with ice maker, having a minimum size of fourteen (14) cubic feet.

10. At a minimum, fourteen (14) SEER HVAC units must be installed for replacement or new developments. All refrigeration lines must be insulated. All projects must have central heat and air. Window units are not allowed for any development type.

11. Each unit must be equipped with a 5 lb. ABC rated dry chemical fire extinguisher readily accessible in the kitchen and mounted to accommodate handicapped accessible height in accessible units.

12. Wall switch controlled Energy Star rated overhead lighting is required in all rooms.

13. Sites located in a Radon Zone-1 (highest level) will require Radon Resistant New Construction Practices. Rehabilitation projects must meet the Radon Mitigation Standards as required by the Environmental Protection Agency.

14. All new construction projects must submit a complete site specific soils report and boring site plan at the time of submission of final plans and specifications, bound within the project specifications. Rehabilitation projects adding any new building foundations must submit a foundation specific soils report. The soils report and boring site plan must reflect the results of laboratory tests conducted on a minimum of one (1) soil boring per planned building location and a minimum total of two (2) soil borings at the planned paved areas of the project. A registered professional engineer or a certified testing agency with a current license to practice in the State of South Carolina must prepare the report. Rehabilitation projects adding any new building foundations must also submit a foundation specific soils report and boring site plan as stated above. If prior geotechnical reports of a site as it was previously developed can be provided then new reports will not be required. However, it is required that soil reports and borings be submitted prior to projects moving forward with construction.

15. Metal flashing or 20 mil polyethylene when used in conjunction with a self-adhering polyethylene laminate flashing, must be installed above all exterior door and window units.

16. Mailboxes, playground and all exterior project amenities must be ADA accessible.

17. Exterior wall insulation must have an overall R-13 minimum for the entire wall assembly and roof or attic insulation must have an R-30 rating minimum.

18. Tub/shower units must have minimum dimensions of 30-inch width by 60-inch length and be equipped with anti-scald valves. All shower units without a tub must have minimum dimensions of 30-inch width by 48-inch length (ADA approved shower). All tubs in designated handicap accessible units must come complete with "factory-installed grab bars".

19. Mirror length must extend to top of vanity backsplash with top of mirror a minimum of 6'-0" above finish floor. Framed decorative mirrors or medicine cabinets with mirrors are allowed with a minimum size of 14" x

24" and must be hung with the top of mirror a minimum of 6'-0" above finish floor. Vanity cabinets or a medicine cabinet shall be provided in all units. All cabinets in designated handicap accessible units must be installed at ADA mounting heights.

20. Water heaters must be placed in drain pans with drain piping plumbed to disposal point as per the latest approved addition of the International Plumbing Code.

21. Pipe all Water Heater Temperature & Pressure (T&P) relief valve discharges to disposal point as per the latest approved edition of the International Plumbing Code.

22. Exterior shutters (new not recycled) are required on all 100% vinyl siding buildings. Only existing rehabilitation projects may have 100% vinyl building exteriors.

24. Roof gable vents must be made of aluminum or vinyl materials.

25. All attics must be vented.

26. Carpet and Resilient flooring materials must meet minimum FHA standards.

27. Each bedroom and hallway, etc. must have, as required by Code (local, state or Federal) a hard-wired interconnected with battery back-up smoke detector.

28. A carbon monoxide detector must be installed in each unit with gas mechanical systems or gas appliances. Units with an attached garage must also have a carbon monoxide detector installed. A combination unit smoke detector and carbon monoxide detector can be used to meet this requirement.

29. Pre-finished fascia and soffits must be vinyl covered aluminum and/or perforated cementations panels with vents.

30. Gutter and downspout systems complete with splash blocks will be supplied surrounding all multi-story residential buildings but will not be required for single story buildings.

31. At a minimum, all projects must meet the 2009 International Energy Conservation Code.

32. Roof shingles must be architectural style anti-fungal and warranted for a minimum of thirty (30) years.

33. Attic insulation rated R-30 or higher.

34. Energy Star rated HVAC systems (14 SEER or greater) in all units.

35. Underground utilities (gas/electric, cable and phone) throughout the project site.

36. Each unit must have an Energy Star ceiling fan with light fixture in the living room and all bedrooms. All ceiling fans and overhead lights must connect to wall switches.

37. Energy Star rated dishwasher in all units.

38. Over the range mounted microwave oven, with re-circulating fan, in all units.

39. All units must have at minimum, an outdoor vented hood over the range. Provide an easily-accessible area that serves the entire project and is dedicated to the collection and storage of non-hazardous material for recycling, to include paper, corrugated cardboard, glass, plastics and metals. Property management is responsible for ensuring proper disposal and removal of the recyclables. For scattered site projects, provide a letter from the City/County stating that individual recycle bins will be provided to each house, duplex, or townhouse.

40. Energy Star rated replacement or new construction windows in all units.

41. Water Conservation – All units must install toilets with 1.6 gallons or less per flush, shower heads at 2.0 GPM or less, and bath and kitchen faucets at 2.0 GPM or less.

For ALL New Construction Projects:

1. All units must be equipped with an energy efficient rated hot water heater with energy factor of 0.61 for gas or 0.93 for electric and will have manufacturer's data sheet submitted with the plans.

2. All units must have an Energy Star rated HVAC system and will have manufacturer's data sheet submitted with plans.

3. All HVAC and hot water heaters must be contained within the unit/building. These may not be located in the attic or crawl space.

4. Lighting must be in all common area corridors, stairwells, and the community room. Interior light fixtures to be fitted with Energy Star light bulbs.

5. Low flow water saving features must be used; low flow showerheads, low flow kitchen and bathroom faucets, and low flow toilets and will have manufacturer's data sheet submitted with plans.

6. Washer/dryer hookups in all units.

7. All units pre-wired for cable television hook-ups in the living room and one (1) per bedroom and all units wired for high speed (broadband) Internet hook-up with at least one (1) centrally located connection port or wireless computer network. All wires to be hidden.

8. Units with three (3) or more bedrooms must have a minimum of two (2) full bathrooms. Bathrooms are defined as follows: ½ bathroom contains a toilet and vanity with sink; ¾ bathroom contains a toilet, vanity with sink, and a shower; and a full bathroom contains a toilet, vanity with sink, and a tub/shower combination. ADA units ONLY may have a roll in shower.

9. The minimum bedroom size for the primary bedroom in each unit must be at least 150 square feet. All other bedrooms must be a minimum 120 square feet. The minimum bedroom square footage excludes the closet space.

10. The minimum square footage per unit based on the number of bedrooms per unit must be as listed below. All of the units in the project must meet the minimum square footage per unit. The Authority considers the square footage of an individual unit to be the usable living space measured from the interior wall to interior wall. Bedrooms per Unit Minimum Sq. Ft. per Unit One 750 Two 950 Three 1,100 Four 1,250

11. All elderly projects will be one-story structures, or if greater than one story, all stories will be accessible by elevators.

12. All sidewalks and walkways shall be a minimum of 36" in width and made of concrete and shall provide access to all parking spaces, front entryway doors, common amenities and driveways and shall be ADA compliant. Where ADA accessible routes, walkways, etc. are required within the development, clearly marked ramps, crosswalks, signage, etc. shall be furnished in accordance with ADA regulations.

13. Landscaping – Projects using native drought resistance plantings, preserving and protecting existing trees during construction. An Architect certified landscape plan should be submitted listing the new plantings and marking the existing trees. However, the Authority will accept a detailed plan created by the applicant that indicates (1) the location of all existing plantings and the proposed location of all new planting areas (2) a list of all plants to be added, to include both the common and botanical name of the plants and (3) a signed certified statement by the applicant that the plan submitted can be relied upon by the Authority.

14. Public use stairway components, such as stringers, treads, and risers must be constructed from steel or concrete. Handrails and pickets must be constructed from steel or aluminum.

15. Patio and porch/balcony components used as part of the building shall have concrete slabs or decks (may use TEK Polymer) and must be constructed so that no wood is exposed. Concealment shall be with materials such as aluminum or vinyl siding or cementitious materials. Structural wood columns shall be at a minimum 6" x 6" pressure treated columns concealed as noted above with properly sized fiberglass, high density urethane or aluminum columns. Columns must be installed on metal brackets/clips to prevent water seepage into the columns. Decorative rails and/or guard rail systems used at porches and patios shall be code compliant systems of vinyl, fiberglass or metal. Wood railings are not allowed.

16. Wall Framing: Sound proofing or sound batt insulation is required between the studs framing in party walls. A sound rating of STC 54 is required.

17. Fluorescent lighting is required in the kitchen.

For ALL Single Family, Townhouse, and Duplex Projects:

1. All townhouses must contain a minimum of two (2) bedrooms and one and one-half bathroom. At a minimum, a half bathroom must be located on the first floor. Bathrooms are defined as follows: ½ bathroom contains a toilet and vanity with sink; ¾ bathroom contains a toilet, vanity with sink, and a shower; and a full bathroom contains a toilet, vanity with sink, and a tub/shower combination. ADA units ONLY may have a roll in shower.

2. All duplexes must contain a minimum of two (2) bedrooms and one and one-half bathroom. For single story units only one (1) bathroom is required. See definition of bathrooms above.
3. Projects must have concrete driveways, curbing at street and front entry walkways. In the case of new infill scattered site projects, drainage swales will be allowed along the front (street side) in lieu of curbing at the street.
4. All new construction projects must have a washer and dryer hookup in each unit. Hookups for stackable washer and dryers may only be installed in older persons and elderly units.

For ALL Rehabilitation Projects:

1. Replace and install new flooring in each unit. At a minimum, replace all vinyl in pre 1978 dwellings.
2. Entire unit (all rooms and ceilings) must be repainted.
3. New bathroom fixtures should be installed where needed to include the following:
 - a) New tub and new shower, re-glazing not allowed. Three piece surround insert is acceptable. All caulking must be replaced.
 - b) Replace sink, vanity and plumbing fixtures with new. Vanity to include, at a minimum, a pull out drawer and/or storage area.
 - c) New toilet.
 - d) Install new re-circulating exhaust fan.
 - e) Install new water supply valves.
4. New kitchen fixtures should be installed if replaced to include the following:
 - a) Dual track sliding drawers.
 - b) New double sink and plumbing fixtures.
 - c) New stove with re-circulating exhaust fan.
 - d) New Energy Star rated refrigerator, with ice maker that is a minimum of 14 cubic feet.
 - e) Install new water supply valves.
5. New Energy Star hot water heaters with an energy factor greater than 0.61 for gas or 0.93 for electric.
6. Replace all windows with insulated, double pane glass in either vinyl or aluminum framing.
7. All units wired for high speed (broadband) Internet hook-up with at least one (1) centrally located connection port or wireless computer network. All wires to be hidden.
8. Units with existing washer/dryer connections must replace and install new water supply fixtures and valves.
9. All elderly acquisition/rehabilitation projects may have more than one-story, provided that existing elevators, receiving regular maintenance, are in good working condition as of the Application submittal date and service all upper level rental units. Those projects without existing elevators will be required to install elevators.
10. Exterior window screens to be replaced.
11. Replace all damaged and worn interior doors, jambs, frames, and hardware
12. All new roofs must be architectural style anti-fungal and warranted for a minimum of thirty (30) years.

ATTACHMENT J

HOUSING CONTRACT SPECIAL PROVISIONS – SECTION 504 REQUIREMENTS

ATTACHMENT K
ANNUAL HOME PROJECT REPORT

Richland County Council Request for Action

Subject:

An Ordinance Amending the Richland County Code of Ordinances, Chapter 2, Administration; so as to restructure the departments of the County.

Notes:

March 26, 2019 – The Committee recommended Council approve the ordinance, with the exception of the Business License section, which will be taken up after the upcoming work session. In addition, to include the referenced fee schedule in the ordinance.

First Reading:

Second Reading:

Third Reading:

Public Hearing:



Briefing Document

Agenda Item

Restructuring Ordinance Phase II

Background

During its April 4, 2017 meeting deliberations, County Council gave third reading approval to the organizational restructuring ordinance. To improve efficiency, this ordinance is being presented for Council's consideration via the A&F Committee for the second phase of the restructuring. This phase includes staff's efforts to fully implement the restructuring.

The restructuring ordinance amendment include deletions (stricken out) and additions (underlined). The major changes include:

- A. Revisions to the County Administrator's Office structure and offices reporting directly to it.
- B. Moving fleet from Risk Management to the Department of Public Works.
- C. Moving the cybersecurity function from Information Technology to Risk Management.
- D. Moving the GIS function from Information Technology to Community Planning and Development.

Issues

None.

Fiscal Impact

There is no fiscal impact as these revisions will be completed within the current approved budget.

Past Legislative Actions

On April 4, 2017, County Council gave third reading approval to the organizational restructuring ordinance, Ordinance 010-17HR.

Alternatives/Solutions

1. Consider the ordinance amendment and proceed accordingly, or
2. Consider the ordinance amendment and do not proceed.

Staff Recommendation

Staff recommends approving the revisions as presented.

Motion Requested

I move to approve staff's recommendation for Phase II of the organizational restructuring of Richland County Government as presented and forward it to County Council.

Attachment

1. Ordinance with suggested amendments

Submitted by

Dr. Sandra Yúdice, Assistant County Administrator

STATE OF SOUTH CAROLINA
COUNTY COUNCIL FOR RICHLAND COUNTY
ORDINANCE NO. ___-179HR

AN ORDINANCE AMENDING THE RICHLAND COUNTY CODE OF ORDINANCES, CHAPTER 2, ADMINISTRATION; SO AS TO RESTRUCTURE THE DEPARTMENTS OF THE COUNTY.

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 2, Administration; Article III, Administrative Offices and Officers; is hereby amended by the deletion of the language contained therein and the substitution of the following language:

DIVISION 1. GENERALLY.

Sec. 2-75. Department created.

The office of the county administrator is hereby created as the chief administrative office of the county with such personnel necessary to assist the county administrator in affecting the proper and efficient administration of the affairs of the county government.

DIVISION 2. COUNTY ADMINISTRATOR

Sec. 2-76. Position created; term.

There is hereby created the position of county administrator. The term of office of the county administrator shall be at the pleasure of the council, which may, in its discretion, employ the administrator for a definite term.

Sec. 2-77. Appointment, qualifications and compensation.

The county administrator shall be appointed solely on the basis of his/her executive and administrative qualifications with special reference to his/her actual experience in, and knowledge of, the duties of office as hereinafter prescribed. At the time of his/her appointment, the county administrator need not be a resident of the county or of the state. The compensation of the county administrator shall be fixed by the council by contract.

Sec. 2-78. Chief administrative officer.

The county administrator shall be the chief administrative officer of the county government. He/She shall be responsible to the council for the proper and efficient administration of the affairs of the county government.

Sec. 2-79. Powers and duties.

The powers and duties of the county administrator shall be:

- (1) To direct and supervise the administration of all county officials and departments for which the council is responsible, or may hereafter be responsible, including specifically the construction, maintenance and operation of all county roads, bridges, drainage, buildings and other public works, and the care and maintenance of all personal property owned by the county; the administration of personnel policies, purchase of all supplies and equipment, finance, accounting, budgeting, payroll, auditing and any other administrative responsibilities necessary for implementation of the council's policies;
- (2) To appoint, and when in his/her discretion the welfare of the county requires it, suspend, discharge, transfer, remove or otherwise deal directly with all employees for whom council is responsible, excepting the county attorney, the internal auditor and the clerk of council, and any assistants thereto, who are appointed directly by the council or who are employed in the offices of elected officials and officials appointed by an authority outside county government as those terms are used in South Carolina Code, 1976, section 4-9-30(7);
- (3) To see that all ordinances, resolutions and orders of the council and all laws of the state which are subject to enforcement by him or by officers or department heads and subject, under this article, to his/her direction and supervision are faithfully executed;
- (4) To prepare and submit the annual budget and capital program to the council and to execute the budget and capital program adopted by the council, approving all disbursements and expenditures as budgeted and/or authorized by the council;
- (5) To confer with and advise all other elected or appointed officials of the county who are not under the immediate control of county council, but who receive financial support from the council, such as probate judges, magistrates, solicitor, sheriff, coroner, auditor, treasurer and the like;
- (6) To examine regularly at periods fixed by the council the accounts, records and operations of county boards, commissions, departments, offices, and agencies which receive appropriations from the council; to make regular, monthly reports to the council on county fiscal and other affairs as are appropriate; to keep the council fully advised on the financial conditions and future needs of the county; and to make such recommendations on county affairs as he deems necessary;
- (7) To submit to the council at the end of each fiscal year a complete report on the finances and administrative activities of the county for the preceding year; and
- (8) To execute such other powers and duties as may be prescribed from time to time by the council.

Sec. 2-80. Relationships with county employees.

Neither the council nor any of its members shall direct or request the appointment of any person to, or his/her removal from, office by the county administrator or by any of his/her subordinates, or in any manner take part in the appointment or removal of officers and employees in the administrative service of the county, except where, by majority vote of council, an inquiry as to the removal of an officer or employee is demanded. Except for the purpose of inquiry, the council and its members shall deal with the administrative service solely through the county administrator, and no member thereof shall give orders to any county employee or subordinate of the county administrator, either publicly or privately.

Sec. 2-81. Bond.

The county administrator shall be bonded to the county in an appropriate amount for the faithful performance of the duties as such officer.

Secs. 2-82- 2-87. Reserved.

DIVISION 3. OFFICE OF THE COUNTY ADMINISTRATOR; STAFF

Sec. 2-88. Assistant Deputy County Administrator.

There are hereby created ~~three (3) positions of assistant~~ a position of deputy county administrator. The ~~assistant deputy~~ county administrators shall be selected and appointed by the county administrator and shall serve at the pleasure of the county administrator with no definite term of office assigned.

Sec. 2-89. Qualifications; compensation.

The ~~assistant deputy~~ county administrators shall be appointed solely on the basis of merit, including executive and/or administrative qualifications with special emphasis on education, training, experience and knowledge of the duties of the office. Preference will be given to individuals with a graduate degree in the field(s) of public administration, business administration, or some other related discipline. The ~~assistant deputy~~ county administrators shall be paid an annual salary as ~~recommended~~ approved by the county administrator ~~and approved by county council~~.

Sec. 2-90. Responsibilities, powers and duties.

The duties and responsibilities of the ~~assistant deputy~~ county administrators shall be:

- (1) To serve as ~~assistant to the county administrator~~ chief of staff to the county administrator;

- (2) To supervise, plan and direct budget studies, research projects and manpower needs;
- (3) To assist in formulating administrative policies;
- (4) To represent and speak for the county administrator in meetings with boards, commissions, citizens groups and officials of various public agencies;
- (5) To collect, compile and interpret data on policies, functions, organization structures, forms and procedures relating to the administration of assigned programs;
- (6) To seek legal opinions and prepare recommendations supported by administration research findings;
- (7) To review departmental reports, proposed programs, supplemental appropriation requests, personnel requisitions, overtime reports, etc., and make or direct investigative reports and recommendations as required;
- (8) To prepare correspondence and reports;
- (9) To act for the county administrator in his/her absence;
- (10) To participate in formulating policies and in developing long range plans; ~~and~~
- (11) To perform related work as required and as assigned by the county administrator; ~~and~~
- (12) To serve as the acting county administrator in the absence of a county administrator, upon appointment of County Council by resolution, until a new county administrator is appointed; and
- (13) To supervise the Office of Budget and Grants Management on the preparation of the operating and capital budgets and day to day functions and other departments as assigned by the County Administrator.

Sec. 2-91. Staff and assistants.

The county administrator may employ such administrative staff and assistants for positions approved through annual budgetary appropriations by county council as are deemed necessary by the county administrator to the performance of his/her duties. They shall be subject to the county personnel system and their compensation determined accordingly, including but not limited to the following positions:-

- (1) Assistant County Administrators – In their respective assigned operational functions by the County Administrator, Assists the County Administrator in carrying out the directives and policies of the County Council, and enforces all directives, ordinances,

resolutions, regulations of the County Council, and the applicable provisions of Federal and South Carolina law to assure execution through delegated responsibility.

~~— Assistant to the County Administrator — Serves as the “day-to-day” administrative coordinator of the County Administrator’s Office and its divisions with respect to routine departmental budget, operational, and personnel matters subject to direction from the County Administrator, Deputy County Administrator, and/or the Assistant County Administrator(s).~~

~~(1) Executive Assistant — Provides high-quality executive level administrative and clerical assistance to the County Administrator.~~

DIVISION 4. OFFICE OF THE COUNTY ADMINISTRATOR; OFFICES

Sec. 2-92. Departmental Offices.

The office of the county administrator shall also include the following offices:

(1) *Risk Management* - The office of risk management is hereby created and the position of director of risk management, who shall be responsible to the county administrator to eliminate, minimize and transfer risk exposure as much as is feasible, and for losses that do occur, to finance and mitigate them in a manner that is in the best interest of the County, including authority to negotiate and settle workers’ compensation, general liability, and vehicle liability claims. Disposition of general liability and vehicle liability lawsuits shall be accomplished in collaboration with the county attorney. The office of risk management shall include the following divisions:

~~(a) Fleet Management — The office of risk management shall include the fleet management program. The program shall work to manage Richland County’s fleet, including managing and / or facilitating the procurement, selection, assignment, reassignment, transfer, maintenance, repair, replacement, and disposal of vehicles and motorized equipment.~~

~~a) (b) Occupational Safety — The office of risk management shall include the occupational safety program. The program shall work to keep Richland County employees safe at work and ensure OSHA compliance.~~

~~a) b) The cybersecurity program. The program shall work to keep Richland County’s Information Technology networks protected and safe from intrusions, detect and monitor incidents, assess vulnerabilities and put secured features in place, develop and maintain standard operating procedures, assess new technologies and any risks associated with them before~~

implementing them, implement and monitor security administration for network access, respond to incidents, develop and maintain a recovery plan, make the County's network resilient. Additional functions shall be assigned with future technological changes.

(2) *Public Information* - The office of public information is hereby created and the position of public information director, who shall be responsible to the county administrator to assist Council and County departments with media and public outreach efforts; manage Richland County's brand to residents, businesses and news outlets through various multi-media platforms and events.

(3) *Ombudsman* - The office of the ombudsman is hereby created and the position of ombudsman director, who shall be responsible to the county administrator to provide informal assistance to citizens and to assist citizens with county concerns and request for service, which includes the following responsibilities: citizen service requests; records management for citizens input, concerns, and questions; records management for ADA accommodation requests, grievances, and complaints; and performs trend analysis of the concerns and responses related to the organization.

(4) *Court Appointed Special Advocates* – The office of court appointed special advocates is hereby created and the position of court appointed special advocates director, who shall be responsible to the county administrator to advocate for the best interests of abused and neglected children in Richland County Family Court.

(5) *Government and Community Services* - The community and government services department is hereby created and the position of community and government services director, who shall be responsible to the county administrator to facilitate improved community outreach, administration of government services and resolution to community issues.

(a) Office of Small Business Opportunity - The Community and Government Services Department shall include the office of small business opportunity which shall manage and administer the SLBE (Small Local Business Enterprise) Program (see Section 2-639 et. seq.) and shall undertake other functions and duties as assigned by the county administrator or county council.

(6) Office of Budget and Grants Management – There is hereby created the Office ~~division~~ of Budget and Grants Management and the position of Budget and Grants Management Director, who shall be responsible to the county administrator through the ~~assistant~~ deputy county administrator to create and maintain the County's operating and capital ~~annual~~ budgets, conduct fiscal research and trends analysis, issue budget reports, and other duties as assigned.

DIVISION 5. COUNTY ATTORNEY

Sec. 2-93. Office established.

There is hereby established the office of the county attorney, who shall be the chief legal officer of the county. The county attorney shall be retained from the membership of the county bar by the county council and shall serve at its pleasure.

Sec. 2-94. Eligibility.

No member of the council or of the county legislative delegation, or any partner of any such member, shall be retained as county attorney or assistant county attorney, or perform any service for compensation as an attorney for the council, any county agency which is funded in whole or in part from county funds, or for any board, commission, committee, or agency of the county over which the council has any appointive powers. No member of any county board, commission, committee, or agency which is funded in whole or in part from county funds, or any board, commission, committee or agency of the county over which the council has any appointive powers, or any partner of any such member, shall be attorney or do any legal work for such board, commission, committee, or agency; provided, however, that, a partner of such member may serve as county attorney or as an assistant county attorney.

Sec. 2-95. Duties and responsibilities.

The county attorney shall represent and defend the county and all of its officers in any of the courts of this state or of the United States, shall do such work in connection with county real estate conveyancing, title work and bond issues, shall bring all actions and proceedings that may be necessary to enforce payment and collection of any claims existing in favor of the county or of any of its officers, boards, or agencies, and shall advise the county administrator and all county officers and department heads in all matters wherein they may seek advice or counsel. The county attorney shall meet with the council whenever requested for the purpose of advising them as to any matters that may properly come before them.

Sec. 2-96. Compensation.

The county attorney shall receive compensation for his/her services in the amount determined by the council. The annual salary of the county attorney shall constitute his /her total compensation from the county for all of the services enumerated above, except under unusual circumstances as directed by council.

Sec. 2-97. Annual appropriation.

The council shall establish in the annual operating budget the compensation of the county attorney. Such budget shall also provide for the compensation of any assistants employed pursuant to section 2-98 of this division.

Sec. 2-98. Assistants.

The county attorney may employ such staff and assistants for positions approved through budgetary appropriations by council as are deemed necessary to the performance of the duties of the office.

Sec. 2-99. Employment of attorney, other than county attorney, by council agencies.

No officer, board, commission, committee, or agency in the county appointed in whole or in part by the council may employ an attorney other than the county attorney, or agree to pay for services out of public funds without first obtaining the county attorney's approval of the employment of such attorney.

Sec. 2-100. Settlement of claims.

The county attorney shall have the authority to settle and approve payment of lawsuits, up to an amount approved by County Council in the annual budget, or in his/her discretion brings those matters to County Council for its decision and approval.

The county attorney shall have the sole discretion to decide whether to file an appeal or to waive the filing of same in instances up to an amount approved by County Council in the annual budget.

Sec. 2-101. Bond.

The county attorney shall be bonded to the county in an appropriate amount for the faithful performance of the duties as such officer.

DIVISION 6. CLERK ~~TO~~ COUNCIL

Sec. 2-102. Creation; appointment; term of office.

There is hereby created the office of clerk ~~of~~to council. The clerk ~~of~~to council shall be appointed by the council and shall serve at the pleasure of the council.

Sec. 2-103. Responsibilities; duties.

The clerk ~~of~~to council shall:

- (a) Record all proceedings of the council and supply copies of certified records as appropriate;
- (b) Distribute copies of the minutes of each meeting to council members prior to the next meeting;
- (c) Review reports and records for completeness and accuracy;

- (d) Prepare ordinances and resolutions for presentation to council and arrange for their publication as approved by council and as directed by the county attorney;
- (e) Attend regular meetings of the council and attend other meetings as requested;
- (f) Type reports and recommendations of all council committees or designee of the clerk;
- (g) Notify councilmen of all council meetings;
- (h) Maintain the council calendar;
- (i) Be custodian of the county seal, minute books and Code of Ordinances;
- (j) Maintain county files and any records which should be kept for quick accessibility;
- (k) Supervise a complete records management system for department;
- (l) Research materials and supply background information as required;
- (m) Take follow-up actions on the following matters (including initial follow-up and subsequent actions necessary to ensure carrying out of council actions):
 - (1) Easements;
 - (2) Contracts, leases and agreements;
 - (3) Bond issues;
 - (4) Damage claims which are submitted to county council for acceptance or rejection;
 - (5) Ordinances;
 - (6) Resolutions; and
 - (7) Appointments;
- (n) Prepare council agenda and advise news media of items to be considered; shall maintain a complete record of all matters pending council consideration;
- (o) Act for the county in attesting and certifying official documents;
- (p) Be responsible for the appointments book; insure appointments are made in timely fashion in accordance with established procedures;

- (q) Maintain a record of leases, contracts, agreements, rights-of-way, grants and bonds;
- (r) Insure that the overall objective of the council office is achieved in an efficient manner;
- (s) Prepare and monitor budget for operating expenses for the clerk ~~of~~to council office and the council services budget; and
- (t) File documents, as required, with the clerk of court.

Sec. 2-104. Compensation; employee status.

The council shall approve in the annual budget the compensation of the clerk ~~of~~to council. Such budget shall also provide for assistants to the clerk if employed pursuant to the following section. The clerk and any full-time assistants shall be employees of the county and eligible for all insurance, retirement and other benefits of county employees.

Sec. 2-105. Assistants.

The council may appoint such assistant or assistants to the clerk ~~of~~to council as may be deemed necessary, who shall perform varied secretarial and stenographic tasks for the council and who shall exercise the duties of the clerk ~~of~~to council in the event of the clerk's absence or disability.

SECTION II. The Richland County Code of Ordinances, Chapter 2, Administration; Article IV, Code of Ethics; is hereby renumbered beginning with section number 2-106 and proceeding accordingly.

SECTION III. The Richland County Code of Ordinances, Chapter 2, Administration; Article V, County Departments; is hereby amended by the deletion of the language contained therein and the substitution of the following language:

DIVISION 1. ANIMAL SERVICES

Sec. 2-122. Creation; director.

There is hereby created the animal services department, and the position of animal services director who shall be responsible to the county administrator to direct and coordinate the operations and activities of the department. The director shall be appointed by the county administrator and his/her term of office shall be at the pleasure of the county administrator.

Sec. 2-123. Qualifications of director; selection; compensation.

The director of animal services shall possess the education, training, and experiences that are commensurate with the industry standards for this position.

Sec. 2-124. Responsibilities; powers; duties.

The director of animal services shall supervise the divisions of animal care and vector control.

Sec. 2-125. Departmental Divisions.

The animal services department shall include the following divisions:

(1) *Animal care* – The division shall enforce all the provisions of Chapter 5 of the Richland County Code of Ordinances as it pertains to animal control and/or care and the manager of the division shall serve as the chief animal control officer.

(2) *Vector Control* – The division of vector control shall be charged with the following duties:

- (a) Management of the mosquito control program, including abatement in accordance with the policies of the program.
- (b) Provide technical advice, education and assistance about vectors to the county's citizens.
- (c) Conduct vector-borne disease surveillance and response.
- (d) Enforce county ordinances related to vector control.
- (e) Commensal rat abatement in accordance with division policies.
- (g) Respond to inquiries, investigate complaints, conduct evaluations to help reduce or eliminate public hazards and nuisance conditions associated with vectors and disease transmission.
- (h) Other programs or functions assigned to the department by the county administrator or county council.

DIVISION 2. COMMUNITY PLANNING AND DEVELOPMENT

Sec 2-126. Creation; director.

There is hereby created the community planning and development department, and the position of community planning and development director who shall be responsible to the county administrator to direct and coordinate the operations and activities of the department. The director

shall be appointed by the county administrator and his/her term of office shall be at the pleasure of the county administrator.

Sec. 2-127. Qualifications of director; selection; compensation.

The director of community planning and development shall possess the education, training, and experiences that are commensurate with the industry standards for this position. -

Sec. 2-128. Responsibilities; powers; duties.

The director of community planning and development shall supervise the divisions of zoning and development services, planning services, building inspections, community development, new development engineering, conservation, business service center, assessor, ~~and~~ register of deeds, and geographic information systems (GIS).

Sec. 2-129. Departmental Divisions.

The community planning and development department shall include the following divisions and related managers who shall be responsible to the community planning and development director to manage and coordinate the operations and activities of the divisions:

(1) ~~_____~~ (1) ~~_____~~ Zoning Planning and Development Services ~~Planning~~ – The division of ~~planning~~ zoning planning and development services is hereby created and the position of zoning planning and development services division manager ~~/zoning administrator~~ planning manager, who shall be responsible to the community planning and development director to direct and coordinate the operations and activities of the division. ~~The zoning planning and development services division manager/zoning administrator~~ planning manager shall possess the education, training, and experiences that are commensurate with the industry standards for this position. ~~shall be a graduate of an accredited college or university, preferably with a degree in planning, engineering, architecture or related field; and shall have had at least five (5) years of responsible, practical experience in urban planning and/or in a municipal or county regulatory agency.~~ The planning zoning planning and development services division shall undertake the following:

- a. The permitting and enforcement provisions of the county’s zoning and land development regulations.
- b. The management of the county’s Neighborhood Improvement Program, update and implement the county’s comprehensive Plan, oversee the county’s sustainability program and perform long-range planning activities for the county.
- c. The administration of grants from the U.S. Department of Housing and Urban Development to improve primarily low-income neighborhoods with affordable, safe and decent housing and other quality of life environments.

d. The permitting and enforcement provisions of the county's building code regulations.

~~(23) *Building Inspections* – The division of building inspections is hereby created, and the position of building codes and inspections division manager who shall be responsible to the community planning and development director to direct and coordinate the operations and activities of the division. The building codes and inspections manager shall possess the education, training, and experiences that are commensurate with the industry standards for this position. shall be a graduate of an accredited college or university, preferably with a degree in engineering, architecture, construction or related field; and shall have had at least five (5) years of responsible, practical experience in construction, inspections, administration and/or in a municipal or county regulatory agency. The manager shall hold South Carolina registration as a Certified Building Official. The building division shall be responsible for the permitting and enforcement provisions of the county's building code regulations.~~

~~(34) *New Development Engineering* – The division of new development engineering is hereby created, and the position of new development engineering division manager. The new development engineering division manager shall possess the education, training, and experiences that are commensurate with the industry standards for this position. ~~The new development division shall be responsible to the to the community planning and development director to direct and coordinate the operations and activities of the division~~~~

~~(45) *Community Development* – The division of community development is hereby created, and the position of community development division manager. The community development division manager shall possess the education, training, and experiences that are commensurate with the industry standards for this position. The division shall administer grants from the U.S. Department of Housing and Urban Development to improve primarily low income neighborhoods with affordable, safe and decent housing and other quality of life environments. The division shall administer grants from the U.S. Department of Housing and Urban Development to improve low income neighborhoods. The community development manager shall be responsible to the community planning and development director to direct and coordinate the operations of the division.~~

~~(562) *Conservation* – The division of conservation is hereby created, and the position of conservation division manager, ~~who shall be responsible to the community planning and development director to direct and coordinate the operations and activities of the division.~~ The conservation manager shall possess the education, training, and experiences that are commensurate with the industry standards for this position. shall be a graduate of an accredited college or university, with a master's degree in environmental or agricultural science or engineering, hydrology, water resources management or closely related field; and shall have had at least five (5) years of responsible, practical experience in the above fields. The conservation manager shall direct manage and supervise all functions of the division and implement the responsibilities of the Richland ~~County Conservation Soil and Water Conservation~~ District and Richland County Conservation Commission. The manager shall consult with and advise the community planning and development director regarding the conservation and protection of the county's natural, cultural and historical resources. The division shall also interact with federal and State agencies,~~

other counties and municipalities, institutions of higher education, and not for profit conservation and environmental organizations to support the responsibilities of the division, District and Commission.

~~(673)~~ *Business Service Center* – The business service center division is hereby created, and the position ~~of manager of the~~ business service center division manager. The ~~manager of the~~ business service center division manager shall possess the education, training, and experiences that are commensurate with the industry standards for this position. ~~The business service center division manager~~ and every employee therein shall give to the county a surety bond in an appropriate amount for the faithful performance of his/her duties as such officers; such bond shall be filed in the office of the clerk of court. ~~The manager of the~~ business service center division manner shall be responsible ~~to the community planning and development director~~ for the performance of the duties and responsibilities of the department, which shall be to:

(a) Issue and enforce licenses and permits for businesses needing these licenses and permits by county ordinance to operate lawfully, including, but not limited to (unless otherwise preempted and/or prohibited by federal or state law): business licenses, peddler’s licenses, temporary business permits, and solicitation permits.

- ~~1. Business licenses,~~
- ~~2. Fireworks licenses, and/or~~
- ~~3. Hazardous Materials permits.~~

(b) Collect and enforce the payments ~~, via the Internet and/or other convenient methods,~~ for the aforementioned licenses and permits in subsection (1) above, as well as the Clearance Review fee for other business fees and taxes (not otherwise preempted and/or prohibited by federal or state law), including, but not limited to:

- ~~1. Hospitality Taxes,~~
- ~~2. Sewer Fees,~~
- ~~3. Sewer Tap fees,~~
- ~~4. Water Fees,~~
- ~~5. Landfill Fees, and/or~~
- ~~6. Solid Waste Fees.~~

(c) Collect and enforce the requirements and collections of the County’s Local Accommodation Tax and Tourism Development Fee.

(d) Enforce the requirements and collections of the County’s Hospitality Taxes and Business Personal Property Taxes.

(e) Make business forms and information available in many diverse and convenient ways to assist businesses operate as required by applicable county ordinances.

(f) Inspect and audit businesses for compliance with applicable county

ordinances regarding these licenses, permits, fees, and taxes.

(eg) Serve as a liaison to the business community on behalf of Richland County on issues relating to issuances and collections of the Business Service Center.

~~(f) — Serve as the single point of contact for businesses required to comply with applicable county ordinances.~~

(gh) Serve as the catalyst for ~~integrating~~ coordinating Business Service Center services with other county departments, State agencies, and other groups or organizations.

(i) Enforce the requirements of the County's Smoking Ban.

(784) *Register of Deeds* – The register of deeds division is hereby created, pursuant to state law, along with the position of register of deeds division manager. ~~Such office is~~ is to be located in the county courthouse at the discretion of the clerk of court. The register of deeds division manager shall possess the education, training, and experiences that are commensurate with the industry standards for this position. ~~The register of deeds (manager of the division) shall give to the county a surety bond in the value of twenty five thousand dollars (\$25,000.00) for the faithful performance of his/her duties, such bond to be lodged in the office of the state treasurer.~~ The register of deeds division manager shall be responsible ~~and under the direct supervision of the community planning and development director,~~ for the performance of the duties of this office which include, but are not limited to:

(a) Directing the division of mesne conveyances and supervising its staff and activities;

(b) Indexing and recording all deeds, conditions, restrictions, contracts, agreements, descriptions of real estate from the probate judge's office, cemetery plots, easements, leases, mortgages on chattel and real property, satisfactions, assignments, releases, modifications, mechanics' liens, state, federal and employment security commission tax liens, plats and financial statements under the Uniform Commercial Code; provided, however, that no deed shall be accepted for recordation unless it bears the tax map number of the property being conveyed;

(c) Maintaining books for recording business establishments, corporate charters, U.S. military and naval forces discharges;

(d) Maintaining a notary public register;

(e) Maintaining an index of cross-index books for all instruments of record logged in the office;

(f) Collecting necessary fees for the recording of records as set by law;

- (g) Answering requests and giving assistance to those seeking information from the records of the office;
- (h) Preparing a division budget; and
- (i) Rebinding books and records.

~~(895)~~ *Assessor* – The assessor division is hereby created, pursuant to state law, along with the position of assessor (division manager). The assessor shall possess the education, training, and experiences that are commensurate with the industry standards for this position.- The powers, duties, and responsibilities of the tax assessor shall be those set forth by state law, but generally will plan, organize and manage the appraisal, assessment and reassessment of property in the County.

(6) GIS - The division of geographic information system (GIS), as well as the manager of GIS, is hereby established to furnish various county departments with tools to measure, model, and map data regarding geographically related phenomena. While data, in and of itself, cannot assist in making decisions or policy, the information created from such data is a valuable tool in executing county business. As a work product, the data will be used to produce thematic information that can be combined to assist county personnel in the decision-making process.

GIS data will be continuously updated and improved as technology and county capabilities improve. The county council understands that to sustain the county’s utility and effectiveness, data must be maintained. The county council also recognizes that the nature of accurate local data and the potential of GIS are reflected in the value of spatial data to entities other than Richland County. Thus, to provide for costly maintenance of the GIS and to lessen the burden of annual budget requests, system data elements will be available for purchase pursuant to an established fee schedule. Such fee schedule may be modified as described in subparagraph (d)(3) below from time to time by council.

- (a) For the purposes of this section, and unless the context specifically indicates otherwise, the following general terms shall have the meanings designated below:

Applicant. Any person who submits a request for GIS products or services.

Customer. Any applicant who executes a contract for GIS products or services, or purchases copies of standard system products, custom hard copy system products, digital data, technical assistance, or other products or services.

Data. Recorded quantitative and qualitative observational measurements and facts.

Data steward. The person, or his/her designee, responsible for the maintenance and security of GIS data elements within a particular county department.

Geographic Information System (GIS) is an organized collection of computer hardware, software, geographic data, and personnel designed to efficiently capture, store, update, use, analyze, and display all forms of geographically referenced material.

Information. The result(s) obtained from processing, classifying, or interpolating data.

Open records. Standard system products as defined herein and non-digital source documents.

Standard system products. Paper products generated from GIS databases for internal use and for the purpose of meeting requests submitted under current state law concerning open records.

Subscriber. Customer who purchases GIS service or products on a regular, frequent, and on-going basis.

(b) Data and information distribution.

1. Information derived from the county GIS and presented in a geographic context may be made available to the public via the Internet. Furthermore, standard system products will be made available on digital media or, if requested, in hard copy pursuant to S.C. Code 1976, § 30-4-30, as amended.
2. All GIS-related data requests must be approved by both the data steward of the department in possession of such data and the GIS division of the information technology department. Once approved, the GIS division is responsible for filling the request. All GIS data customers must enter into a non-transferable data license agreement with the county. Each license agreement shall identify limitations in the use of county GIS data and shall indemnify and hold harmless Richland County, its elected officials, officers, agents, and employees from loss, damage, or other liability arising from the use of the data.
3. A fee shall be collected from customers for copies of GIS data. An initial fee schedule of individual data elements will be reviewed by county council. The fee schedule will include a description of each thematic data element to be sold, distribution format, file format, and unit pricing information. The county administrator, as necessary, may update the fee schedule. Regardless of changes in data product fees, a county GIS data fee schedule will be submitted annually to the county council as an informational update. For good

cause, the county administrator may waive or reduce fees for GIS data when such actions result in serving the best interest of the county.

4. Customers requesting data on a regular basis may request to receive data at a subscription rate, but must enter into a non-transferable data license agreement with the county.

5. All GIS-related information constituting a public record, as defined by S.C. Code 1976, § 30-4-20, as amended, may be provided at no charge via Internet access or at a minimal charge if such information is in digital or hard copy format. The minimal fees for digital or hard copy public record information shall be included in the approved fee schedule.

~~The tax assessor division, and the position of tax assessor, who shall be responsible to the community planning and development director to direct and coordinate the operations and activities of the division. The tax assessor shall be a person with education, training, skills, and/or experience that is satisfactory to the county administrator. The powers, duties, and responsibilities of the tax assessor shall be those set forth by state law.~~

DIVISION 3. DETENTION CENTER

Sec 2-130. Creation; director.

There is hereby created the detention center department, and the position of detention center director who shall be responsible to the county administrator to direct and coordinate the operations and activities of the department. The director shall be appointed by the county administrator and his/her term of office shall be at the pleasure of the county administrator. The manager shall have the following duties and responsibilities:

- (1) Operate and manage the county detention center, and any prison camps or other detention facilities that may be established;
- (2) Provide for the proper care and custody of all prisoners assigned to county detention facilities;
- (3) Be responsible for the effective and efficient operation of the detention center and any related buildings and grounds;
- (4) Control all employees under his/her direction and be responsible for all equipment and supplies needed to operate the detention center.

Sec. 2-131. Departmental Divisions.

The detention center department shall include the following divisions:

(1) *Security* – The division of security is hereby created and the position of security manager, who shall be responsible to the detention center director to ensure the detention remains secure.

(2) *Operations* – The division of operations is hereby created and the position of operations manager, who shall be responsible to the detention center director to facilitate and execute the operation of the detention center.

(3) *Programs* – The division of programs is hereby created and the position of programs manager, who shall be responsible to the detention center director to successfully implement the programmatic initiatives of the detention center.

(4) *Support* – The division of support is hereby created and the position of support manager, who shall be responsible to the detention center director to support the detention center director and contribute to the effective functioning of the detention center.

DIVISION 4. ECONOMIC DEVELOPMENT OFFICE

Sec. 2-132. Creation; director.

There is hereby created the economic development office and the position of director of the economic development office.

Sec. 2-133. Qualifications of director; selection; compensation.

The director of the economic development office shall possess the education, training, and experiences that are commensurate with the industry standards for this position.

Sec. 2-134. Responsibilities; powers; duties.

The director shall work to assist new companies considering locating in Richland County and existing companies considering expanding their operations. The office shall have the following duties and responsibilities:

- (1) Maintain demographic and economic data on Richland County;
- (2) Conduct building and site tours for prospective companies;
- (3) Facilitate meetings with existing industry to discuss human resources and labor force issues;
- (4) Conduct community tours for prospective companies;
- (5) Negotiate incentive proposals on behalf of the County.

DIVISION 5. EMERGENCY SERVICES

Sec. 2-135. Creation; director.

There is hereby created the emergency services department and the position of director of emergency services, who shall be responsible to the county administrator and who shall direct and coordinate the operations and activities of the department. The director shall be appointed by the county administrator, and his/her term of office shall be at the pleasure of the county administrator.

Sec. 2-136. Qualifications of director; selection.

The director of emergency services shall possess the education, training, and experiences that are commensurate with the industry standards for this position

Sec. 2-137. Responsibilities; powers; duties.

The director of the department of emergency services or “chief” of emergency services shall be the county fire ~~marshall~~-marshal. The director of the department of emergency services shall enforce all provisions of this Code of Ordinances pertaining to the operation of emergency services within the county.

Sec. 2-138. Departmental Divisions.

The emergency services department shall include the following divisions:

(1) *Emergency Medical Services* - The emergency medical services division shall provide county-wide 911 emergency medical services designed to respond to medical emergencies and to provide initial medical response and/or treatment as a means of stabilizing accident and/or trauma victims for transportation to medical facilities for primary, secondary and/or tertiary care or treatment as may be required.

(a) Fees for ambulance services to the general public within the boundaries of the county and outside of the boundaries of the county shall be determined from time to time by council.

(b) Fees for ambulance services will be limited to the maximum allowed under the health care insurance plan for each county employee. These fee schedules are subject to amendment, repeal, or deletion by the county council from time to time.

(c) The county council hereby grants permission for the operation of private convalescent transport units within the county.

Private convalescent transport units are any vehicle making nonemergency calls within the county and to destinations within the county as scheduled to a

physician's office or hospital for treatment, routine physical examinations, x-rays, or laboratory tests which is used for transporting within the county, patients upon discharge from a hospital or nursing home to a hospital, nursing home or residence, or a vehicle making any other calls dispatched within the county as nonemergency. Such vehicles are described in S.C. Code 1976, § 44 61 10 et seq. (as amended).

(d) The department of emergency services is hereby authorized to promulgate and enforce rules and regulations governing and controlling such private convalescent transport units and the nonemergency ambulances as deemed by the department to be necessary pursuant to federal, state and applicable regulating agency requirements.

Further, all nonemergency private ambulances that originate calls within the county shall be required to comply with the provisions of this Code of Ordinances, including the business license ordinance [chapter 16], and reporting requirements promulgated by the division.

(2) *Fire* - The fire division shall be responsible for providing countywide fire,-services, but not be limited to the following:

- (a) Coordination and supervision of the development and operation of a county fire service system in the unincorporated areas and participating municipalities; to include coordination, supervision, and monitoring or any of the fire duties which may be contracted out to third parties pursuant to contract or intergovernmental agreements;
- (b) Emergency communications;
- (c) Determine the Cause and Origin of fires;
- (d) The provision of assistance to the various units of the fire service in resolving technical problems;
- (e) Coordination of the management of all county fire service units;
- (f) Enforcement of county ordinance and the county fire prevention code;
- (g) Coordination of the emergency services department special response and rescue capabilities

(3) *Emergency Management Division* - The emergency management division shall be responsible for ensuring the complete and efficient utilization of all the county facilities to combat disaster from enemy attack, manmade or natural disaster; for directing the day-to-day operations of the office and coordinating the activities of county and city governments during a period of disaster. The department shall be empowered and required to coordinate with and render assistance

to county and city officials in the development of plans for the use of all facilities, equipment, manpower and other resources of the county and the municipalities existing within the county for the purpose of minimizing or preventing damage to persons or property in disaster situations. The department shall further direct the efforts of the county emergency management division in the implementation of the provisions of this subsection.

The emergency management division shall be the coordinating agency for all activity in connection with integrated emergency management; and it shall be the instrument through which the county government shall exercise its authority under the laws of this state during an attack against this county, its political subdivisions, or any part of the state, or during manmade or natural disasters. This subdivision will not relieve the county or any city department existing within the county of the normal responsibilities and/or authority given to it by general laws or local resolution or ordinance, nor will it limit the work of the American Red Cross or other volunteer agencies organized for relief in natural disaster.

As used in this subsection:

Attack shall mean a direct assault against the county, its political subdivisions, or any part of the state, by forces of a hostile nation, including assault by nuclear, chemical or biological warfare, espionage or sabotage.

County shall mean Richland County, including all municipalities and political subdivisions.

Emergency management shall have a broad meaning and shall include preparations against and relief from the effects of attack on the county, or any part of the state, by the forces of any enemy nation; and it shall also include such activity in connection with manmade or natural disaster as defined herein. It shall not include any activity that is the responsibility of the military forces of the United States.

Emergency management organization shall mean all county and municipal officials and employees of the county and municipalities, together with those volunteer forces enrolled to aid them during a disaster, and persons who may, by agreement or operation of law, be charged with duties incident to the protection of life and property in the county, city and towns during times of disaster.

Manmade disaster shall mean such disasters as those caused by hazardous material or radiation accidents or incidents and terrorist activities.

Natural disaster shall mean any condition seriously threatening public health, welfare, or security as a result of a severe fire, explosion, flood, tornado, hurricane, earthquake, or similar natural or accidental cause which is beyond the control of public or private agencies ordinarily responsible for the relief of such conditions.

Volunteer shall mean contributing service, equipment or facilities to the emergency preparedness organization without remuneration or without formal agreement or contract of hire.

While engaged in such services, volunteer personnel shall have the same immunities as persons and employees of the county performing similar duties.

- (a) The emergency management division shall maintain liaison with the state and federal authorities, and the authorities of other nearby political subdivisions, so as to ensure the most effective operation of the emergency plan. The duties shall include, but shall not be limited to, the following:
 1. Development and publication of emergency plans in conformity with state emergency plans for the immediate use of all of the facilities, equipment, manpower and other resources of the county for the purpose of minimizing or preventing damage to persons or property, and protecting and restoring to usefulness governmental services and public utilities necessary for the public health, safety, and welfare.
 2. Control and necessary recordkeeping for funds and property which may be made available from the federal, state, county and municipal governments.
 3. Submission of annual budget requirement to the state, federal and county governments.
 4. Signing such documents as are necessary in the administration of the county emergency preparedness program, to include project applications and billing for purchases under project applications.
 5. Coordination of the recruitment and training of the volunteer personnel and agencies to augment the personnel and facilities of the county emergency preparedness purposes.
 6. Through public information programs, education of the civil population as to the actions necessary and required for the protection of their persons and property in case of enemy attack or natural disaster.
 7. Conducting simulated disaster exercise and public practice alerts to ensure efficient operations of the emergency plans and to familiarize residents of the county and municipalities with civil defense regulations, procedures and operations.
 8. Coordination of the activity of all other public and private agencies engaged in any emergency preparedness programs.
 9. Negotiation with owners or persons in control of building or other property for the use of such buildings or property for emergency

management purposes, and designating suitable buildings as public fallout shelters.

10. Development of a community shelter plan.
 11. Assumption of such authority and conducting such activity as may be necessary to promote and execute the emergency operations plan.
- (b) The chairman of the county council shall be responsible for meeting the problems and dangers to the county and its municipalities and their residents resulting from disasters of any origin and may issue proclamation and regulations concerning disaster relief and related matters which during an emergency situation shall have the full force and effect of law.
 - (c) In accordance with annex K of the emergency plan, emergency shelters may be opened during an emergency and may be housed at schools, churches and other locations. The type and location of an emergency will determine which shelters will be opened. After shelters are opened, the public will be notified and given instructions through the public information officer.
 - (d) Notwithstanding any other provision of the law, authority in an emergency in the county shall be determined by the current County Code of Ordinance and the County Emergency Plan.
 - (e) A state of disaster may be declared by the chairman of the county council with the knowledge of officials of the affected municipalities if he determines that a disaster has occurred, or that the threat thereof is imminent, and extraordinary emergency measures are deemed necessary to cope with the existing or anticipated situation. Once declared, that state of emergency shall continue until terminated by the chairman of county council. All proclamations of a disaster issued pursuant to this section shall indicate the nature of the disaster, the area or areas affected, the conditions which required the proclamation of the disaster, and the conditions under which it will be terminated. In addition to any other powers conferred by law, the county and municipal governments may, under the provisions of this subsection:
 1. Suspend existing laws and regulations prescribing the procedures for conduct of county or municipal business if strict compliance with the provisions of any statutes, order, rule or regulation would in any way prevent, hinder or delay necessary action in coping with the emergency.
 2. Utilize all available resources of county and municipal government as reasonably necessary to cope with a disaster emergency.

3. Transfer the direction, personnel or functions of county and municipal departments and agencies or units thereof for purposes of facilitating or performing emergency services as necessary or desirable.
4. Compel performance by government officials and employees of the duties and functions assigned in the county emergency plan.
5. Contract, requisition and compensate for goods and services from private sources.
6. Direct evacuations of all or part of the population from any stricken or threatened area within the county or municipality if such action is deemed necessary for preservation of life or other disaster mitigation, response or recovery.
7. Prescribe routes, modes of transportation and destinations in connection with evacuations.
8. Control ingress and egress to and from a disaster area, the movement of persons within the area and the occupancy of premises therein.
9. Suspend or limit the sale, dispensing or transportation of alcoholic beverages, firearms, explosives and combustibles.
10. Make provisions for the availability and use of temporary housing.
11. Suspend or limit nonemergency activities and prohibit public assemblies.
12. Implement curfews during declared disaster events.

(f) All employees of departments, commissions, boards, institutions and other agencies of the county and municipalities who are designated as civil emergency forces shall cooperate with the emergency management division in the formulation of the county emergency plan shall comply with the requests of emergency management personnel when such requests are issued pursuant to the provisions of this subsection. County and city personnel shall include in such plans the restoration of governmental services and public utilities necessary for the health, safety and welfare of the general public.

- (g) All such civil emergency forces shall notify the director of emergency services of conditions in the county or municipalities resulting from enemy attack or natural disaster, and they shall inform the director of any conditions threatening to reach the proportions of a natural disaster as defined herein.
- (h) County and municipal employees assigned to duty as part of the civil emergency forces pursuant to the provisions of this subsection shall retain all the rights, privileges and immunities of their employment and shall receive the compensation incident to that employment.
- (i) The director of emergency services may at any time make the appointment of volunteer citizens to augment personnel in the time of emergency. Such volunteer citizens may be enrolled as civil emergency volunteers in cooperation with the heads of the county or municipal department affected, and they shall be subject to the rules and regulations set forth by their department for such volunteers.
- (j) The director may appoint volunteer citizens or from the personnel of a civil emergency service for which the county or municipalities have no counterpart. He may also appoint volunteer citizens as public shelter managers, who, when directed by the director, shall open public shelters and take charge of all stocks of food, water and other supplies and equipment stored in the shelter; admit the public according to the community shelter plan; and take whatever control measures are necessary for the protection and safety of the occupants.
- (k) The director of emergency services may appoint and permit volunteers to operate privately owned vehicles to respond to disasters and emergencies using lights and sirens after first meeting the established rules and criteria promulgated by the emergency services department for volunteer privately owned vehicle response.
- l. The emergency services department public information officer shall serve as public information officer for the emergency management division.
- m. This subsection is an exercise by the county and city of their governmental authority for the protection of the public peace, health and safety; and county or municipal agents and representatives, or any individual, receiver firm, partnership, corporation, association, or trustee, or any of the agents thereof in good faith carrying out, complying with, or attempting to comply with any order, rule or regulation promulgated pursuant to the provisions of this subsection shall not be liable for any damage sustained by persons or property as a result of such activity.
- n. Any person owning or controlling real estate or other premises who

voluntarily and without compensation grants the county the right to inspect, designate and use the whole or any part or parts of such real estate or premises for the purpose of sheltering persons during an authorized civil emergency practice exercise shall not be civilly liable for the death of or injury to any person on or about such real estate or premises under such license, privilege or other permission, or for loss of or damage to the property of such person.

- o. It shall be unlawful for any persons to violate any of the provisions of this subsection or the regulations issued pursuant to the authority contained herein or willfully to obstruct, hinder or delay any member of the civil emergency organization in the enforcement of the provisions of this subsection or any regulation issued thereunder. Any violation of this subsection shall be considered as a misdemeanor and shall be punished by a fine of not more than five hundred dollars (\$500.00) or confinement of not more than thirty (30) days.

(4) *Hazardous Materials Division* - The hazardous materials division shall include, but not be limited to the location, identification, monitoring and/or control of all hazardous/toxic waste(s) existing in or transported through the county. Such control shall include the permitting and enforcement of all relevant codes and the coordination of effort with other county and public agencies assigned public safety responsibilities in the field of hazardous/ toxic wastes.

(5) *Emergency 911 Communications*

- (a) Funding for emergency 911 telephone system

It is the desire of Richland County Council to shorten the time and to simplify the methods required for a resident of Richland County to request and to receive emergency aid. It is the further intent of the County Council to provide funding by which to allow operation, maintenance and enhancements of E911 by levying a monthly charge of fifty (50) cents upon each local exchange access facility subscribed by telephone subscribers whose local exchange access lines are in the area served by or which would be served by the E911 service and/or system of Richland County. Wireless E911 fees will be levied as outlined in South Carolina Code of Laws Section 23-47-50.

- (b) E911 Service fee, billing and collection.

- (1) The E911 Service Fee shall include charges as may be required by the Service Suppliers and agreed upon by Richland County and such charges for support, planning, operation and current or future enhancements that are required by Richland County and outlined in South Carolina Code Sections 23-47-10 through 80.

- (2) A monthly charge shall be levied upon each local exchange access facility subscribed to by telephone subscribers whose local exchange access lines are in the area served by or which would be served by the 911 service and/or system of the jurisdiction of the county as provided for in this section, in amounts permitted by the State of South Carolina, provided that the amount of such levy shall be set forth precisely in each annual, or supplemental budget ordinance as appropriate, together with a provision providing that such charges were tax enforceable under South Carolina Code 23-47-50(B). Said E911 Service Fee rate shall include funding for only such expenses and costs as are authorized under provisions of South Carolina Code Section 23-47-40(A)(B), and (D) as amended from time to time, as may be approved by the Richland County Council attendant to the normal adoption of the County's Ordinary and Capital Budgets. Said budget shall clearly delineate the estimated E911 Service Fee revenue and the associated expense, and sources of revenue and authorized expenses from sources other than the E911 Service Fee, by budget account and line item.
 - (3) The E911 Service Fee shall be uniform and not vary according to the type of local Exchange access.
 - (4) Coin operated telephones are toll free 911 calls, but certain locations, such as detention centers or institutions may be denied access to 911 at the discretion of the emergency services director. Other coin operated telephones where it can be clearly justified as not being in the public interest to continue or have access to 911 may also be denied such access.
 - (5) Service Suppliers shall remit to Richland County E911 Service Fee Collections within 45 calendar days following the end of the month of collections of such funds and, upon receipt of a monthly bill from the Service Supplier, Richland County will remit payment.
 - (6) An audit and budget reconciliation shall be conducted annually. The audit shall comply with the requirements of the South Carolina Code Section 23-47-50(E).
- (c) Accounting and management.
- (1) As provided in South Carolina Code Section 23-47-50(C), Richland County is responsible for the collection of delinquent accounts having access to the E911 system. The emergency services director and finance director shall cause procedures to be established with the Service Supplier and shall forward such information to the appropriate authority for collection procedures.

- (2) The emergency services director is responsible within Richland County for the administration of this section and South Carolina Code Sections 23-47-10 through 80.
- (d) Addressing and road name. All road naming activity shall be coordinated with the public works department, the planning division of the Community Planning and Development Department and if applicable the City of Columbia. Public safety is of the highest priority and road names contribute significantly to the efficiency of the emergency response system.
- (e) It shall be a violation for any person to misuse or abuse the 911 system or to make a false 911 call. Any person in violation of this section shall be subject to the penalties set forth in (f).
- (e) (f) Penalties. Any person who shall violate any provision of this section, including the provisions of South Carolina Code Title 23, Chapter 47, shall be guilty of a misdemeanor and, upon conviction of such offense, shall be fined not more than five hundred dollars (\$500.00) or imprisoned for not more than thirty (30) days, and in addition, shall pay all costs and expenses involved in the case. Each and every day or portion thereof during which any violation continues shall be considered a separate offense.

DIVISION 6. FINANCE

Sec. 2-139. Creation; director.

There is hereby created the finance department and the position of director of finance, who shall be responsible to the county administrator and who shall direct and coordinate the operations and activities of the department. The department shall be responsible for all facets of finance administration including budget preparation and budgetary control, accounting, financial reporting, and other related financial/fiscal activities. It shall be responsible also for insurance; payroll and leave administration; and, in cooperation with the department of human resources, shall be responsible for development and implementation of a personnel data and information management system; and such other responsibilities as may be assigned by the county administrator. ~~The director of finance shall give to the county a surety bond in the value of thirty thousand dollars (\$30,000.00) for the faithful performance of his/her duties as such officer, such bond to be filed in the office of the clerk of court.~~

Sec. 2-140. Qualifications of director; selection.

The director of finance shall possess the education, training and experiences that are commensurate with the industry standards for this position.

Sec. 2-141. Responsibilities; powers; duties.

The director of finance shall be the chief administrative finance officer of the county, responsible to the county administrator for the performance of his/her duties and responsibilities which shall be to:

- (1) Direct the finance department and supervise its staff and activities;
- (2) Approve all warrants issued by officers of the county and draw drafts in payment thereof;
- (3) Maintain current accounts of all county budget expenditures and make periodic reports thereon as required by the county administrator;
- (4) Maintain a current inventory of all county property, real and personal; and collect and account for all income from rental or sale of same;
- (5) Receive all requests from county offices and agencies in excess of budget allowances, and prepare recommendations for the county administrator to submit to the council for consideration thereof;
- (6) Obtain and supervise contracting and payments for all insurance on county property, including liability and related insurance;
- (7) Cooperate with the county council, treasurer, attorney and other officers concerned in the preparation and sale of all county bond issues and other long-term financial transactions;
- (8) Cooperate with the county auditor, treasurer and other county officers in securing annual and special audits of all county accounts as required by law or directed by council; and
- (9) Serve as the trust officer of the county and be granted authority to sign necessary documents and create accounts for the proper maintenance of such funds, provided that such procedures shall be approved by the county administrator.

Sec. 2-142. Departmental Divisions.

The finance department shall include the following divisions:

(1) *Accounting* – There is hereby created the division of accounting and the position of accounting manager, who shall be responsible to the finance director to prepare annual financial statements and other financial reports as required or requested by federal and state agencies, County Council, Administration, or financial markets.

~~(2) *Budget* – There is hereby created the division of budget and the position of budget manager, who shall be responsible to the finance director to create and~~

~~maintain the County's Annual Budget.~~

(32) *Procurement* - There is hereby created the division of procurement and the position of procurement manager. The procurement manager shall be a person with education, training and/or experience in purchasing, contract administration, and inventory. The division of procurement shall be responsible for the following:

- (a) Purchasing all supplies, materials, equipment, and contractual services required by county agencies and performing the purchasing-related functions required of the director of procurement herein;
- (b) Negotiating contracts for professional services and submitting them for approval and award as provided herein;
- (c) Using standard specifications wherever they are applicable to purchase orders and contracts and ensuring compliance with such specifications through adequate inspection of deliveries;
- (d) Transferring between agencies, supplies, materials and equipment which are no longer needed by a holding agency but which can be used by the receiving agency;
- (e) Exchanging, trading in or selling those supplies, materials and equipment which are surplus, obsolete or unused and which are found by the county administrator not to be required for public use;
- (f) Developing, with the approval of the county attorney as to legal sufficiency, standard forms and conditions for invitations to bid, requests for proposals, purchase orders, and contracts; developing and prescribing the use by agencies of other forms required in carrying out the provisions of this article; and amending or eliminating any such forms;
- (g) Upon request of the council, and subject to its approval of each transaction, performing all delegable functions in connection with acquisition and disposal of real property;
- (h) Acting as the procurement, purchasing and contracting agent for all officers, offices and agencies of the county, subject to regulations promulgated by the council and approval authority of the director of finance;
- (i) Establishing and maintaining a central purchasing warehousing and supply system for all county offices and agencies, providing for requisition of materials and supplies by county offices and agencies authorized by the council;

(j) Placing, with a newspaper to be determined pursuant to the requirements of Chapter 2, Article X, "Purchasing," of this Code, all requests for advertising by a county agency or department. Any agency or department requiring advertisement shall prepare the advertisement and present same to the division of procurement for the purposes of processing it for publication. The division of procurement shall have the responsibility of determining the most practical and least costly medium of advertising. In connection with this subsection, the office of procurement shall provide each county agency and department a schedule of processing time allowance so that the requesting agency or department will be assured of the actual date of publication of the advertisement. However, any advertising which is not paid for with county funds, or for which the county is reimbursed by a private individual or company, may be exempt from the provisions of this subsection;

(k) Other duties as directed by the director of finance or county administrator.

DIVISION 7. HUMAN RESOURCES

Sec. 2-143. Creation; director.

~~————The department of human resource services is hereby created and shall be responsible for the development and implementation of a modern human resources program. The human resources department shall be managed by the director of human resource services who shall be responsible also for the following human resources functions: classification and compensation, benefits, records management, wellness, leaves, retiree services, employment, training, employee relations/civility and inclusion, performance management, recruiting and retention, communication, audits and compliance, budget, guidelines and handbook, ADA and Title VI, human resources information system, and such other responsibilities as may be assigned by the county administrator. The director of the human resource services department shall be bonded to the county in an appropriate amount for the faithful performance of the duties as such officer.~~

~~The department of human resources is hereby created and shall be responsible for the development and implementation of a modern personnel program employing whatever resources and assistance are needed from the finance department. The human resources department shall be managed by the director of human resources who shall be responsible also for administrative and legislative research, economic and community development, public affairs, data information management, and such other responsibilities as may be assigned by the county administrator. The director of the human resources department shall be bonded to the county in an appropriate amount for the faithful performance of the duties as such officer.~~

Sec. 2-144. Qualifications of director; selection.

The director of human resources shall possess the education, training, and experiences that are commensurate with the industry standards for this position.

Sec. 2-145. Responsibilities; powers; duties.

The duties and responsibilities of the director of human resources shall be:

- (1) To serve as personnel director and, as such to plan, organize, direct and coordinate the personnel program of the county;
- (2) To formulate and recommend operating policies and procedures to the county administrator for the effective administration of the county's human resources program to ensure the County is in compliance with all local, state, and federal labor laws and regulations;~~To formulate and recommend operating policies and procedures to the county administrator for the effective administration of the county's personnel program;~~
- (3) To be responsible for the coordination of all programs, activities, services and facilities throughout the County in order to accomplish the implementation of and compliance with the Americans with Disabilities Act (ADA)~~To direct and control the county's research resources and activities serving the administrative and legislative branches of the government;~~
- (4) To perform such other related work as may be required and as assigned by the county administrator.~~To provide leadership and support in the areas of economic and community development and, in so doing, establish effective liaison and working relationships with all appropriate private and public enterprises as related to economic and industrial development, and with all appropriate civic groups/associations, as related to community development;~~
- ~~(5) To administer a program of public affairs and, to that end, establish effective relationships with the media and the general public through the development of viable public information programs;~~
- ~~(6) To organize, direct, and administer management information and word processing programs assigned to receive, store and provide organizational data and information on a timely and well-organized basis as a service to the entire organization; and~~
- ~~(7) To perform such other related work as may be required and as assigned by the county administrator.~~

Sec. 2-146. Departmental Divisions.

The human resource services department shall include the following divisions:

- (1) Total Rewards– This division shall manage Total Rewards for the Human Resource Services Department.

(2) Employee Development – This division shall manage Employee Development for the Human Resource Services Department.

(3) Compliance and Audits - This division shall manage Compliance and Audits for the Human Resource Services Department.

The human resource services department shall be responsible for the following human resources functions:

- Classification and Compensation
- Benefits
- Records Management
- Wellness
- Leaves
- Retiree Services
- Employment
- Training
- Employee Relations / Civility and Inclusion
- Performance Management
- Recruiting and Retention
- Communications
- Audits and Compliance
- Budget
- Guidelines and Handbook
- ADA and Title VI
- Human Resources Information System

~~The human resources department shall include the following divisions:~~

~~— (1) Compensation, Benefits, and Classification — This division shall manage the compensation, benefits and classification related services for the human resources department.~~

~~— (2) Operations — This division shall manage the operations of the human resources department.~~

DIVISION 8. INFORMATION TECHNOLOGY

Sec. 2-147. Creation; director.

There is hereby created the information technology department and the position of director of information technology, who shall be responsible to the county administrator and who shall direct and coordinate the operations and activities of the department. The director shall be appointed by the county administrator, with the term of office being at the pleasure of the county administrator. The department shall be responsible for ~~all~~ providing the technological vision and leadership to deploy the appropriate technology that will contribute towards an enriched

community and providing timely, efficient, effective, and proactive technology support to the employees of Richland County.

Sec. 2-148. Qualifications of director; selection.

The director of information technology shall be the chief information officer and shall possess the education, training, and experiences that are commensurate with the industry standards for this position.

Sec. 2-149. Departmental Divisions.

The information technology department shall include the following divisions:

- (1) Network & Telecommunications – This division shall ensure a secure and fully resilient technical environment that supports all of the county’s software, hardware, mobile, and cloud technologies, as well as future technologies. The division shall be responsible for the telecommunication system(s) serving the entire organization, including wired and wireless, Voice over Internet Protocol phone system, cell phones, data lines, cabling, and the county’s tower at Fort Jackson. The division is also responsible for mission critical cybersecurity. The division shall propose new or amended county policies as needed to ensure that the county responds to new threats and / or opportunities. The division shall also partner with other local / state agencies and private industry to expand broadband to citizens in Richland County.
- (2) Business Systems – This division shall provide proactive, realistic, and fiscally sound solutions to short, middle and long-range business goals whenever application software and / or project management can facilitate. The division shall develop new business software, oversee vendor software, perform feasibility studies and research, confer with departments to identify business needs and desired outcomes, perform business analysis, project management, quality assurance / quality control, and application training. The division will prepare procurement solicitations for new vendor systems and oversee implementation projects from start to finish. The division shall oversee and support all business software, from small ~~on-one~~-department systems, to enterprise-wide software systems. The division also provides a county-wide training program for all county employees on various software tools to enhance productivity and on cybersecurity best practices. The division shall also manage the county website’s technical platform.
- ~~(3) — GIS — The division of geographic information system (GIS), as well as the manager of GIS, is hereby established to furnish various county departments with tools to measure, model, and map data regarding geographically related phenomena. While data, in and of itself, cannot assist in making decisions or policy, the information created from such data is a valuable tool in executing county business. As a work product, the data will be used to produce thematic information that can be combined to assist county personnel in the decision-making process.~~

~~GIS data will be continuously updated and improved as technology and county capabilities improve. The county council understands that to sustain the county's utility and effectiveness, data must be maintained. The county council also recognizes that the nature of accurate local data and the potential of GIS are reflected in the value of spatial data to entities other than Richland County. Thus, to provide for costly maintenance of the GIS and to lessen the burden of annual budget requests, system data elements will be available for purchase pursuant to an established fee schedule. Such fee schedule may be modified as described in subparagraph (d)(3) below from time to time by council.~~

~~(a) — For the purposes of this section, and unless the context specifically indicates otherwise, the following general terms shall have the meanings designated below:~~

~~*Applicant.* Any person who submits a request for GIS products or services.~~

~~*Customer.* Any applicant who executes a contract for GIS products or services, or purchases copies of standard system products, custom hard copy system products, digital data, technical assistance, or other products or services.~~

~~*Data.* Recorded quantitative and qualitative observational measurements and facts.~~

~~*Data steward.* The person, or his/her designee, responsible for the maintenance and security of GIS data elements within a particular county department.~~

~~*Geographic Information System (GIS)* is an organized collection of computer hardware, software, geographic data, and personnel designed to efficiently capture, store, update, use, analyze, and display all forms of geographically referenced material.~~

~~*Information.* The result(s) obtained from processing, classifying, or interpolating data.~~

~~*Open records.* Standard system products as defined herein and non-digital source documents.~~

~~*Standard system products.* Paper products generated from GIS databases for internal use and for the purpose of meeting requests submitted under current state law concerning open records.~~

~~*Subscriber.* Customer who purchases GIS service or products on a regular, frequent, and on-going basis.~~

~~(b) — Data and information distribution:~~

~~1. — Information derived from the county GIS and presented in a geographic context may be made available to the public via the Internet. Furthermore, standard system products will be made available on digital media or, if requested, in hard copy pursuant to S.C. Code 1976, § 30-4-30, as amended.~~

- ~~2. All GIS related data requests must be approved by both the data steward of the department in possession of such data and the GIS division of the information technology department. Once approved, the GIS division is responsible for filling the request. All GIS data customers must enter into a non-transferable data license agreement with the county. Each license agreement shall identify limitations in the use of county GIS data and shall indemnify and hold harmless Richland County, its elected officials, officers, agents, and employees from loss, damage, or other liability arising from the use of the data.~~
- ~~3. A fee shall be collected from customers for copies of GIS data. An initial fee schedule of individual data elements will be reviewed by county council. The fee schedule will include a description of each thematic data element to be sold, distribution format, file format, and unit pricing information. The county administrator, as necessary, may update the fee schedule. Regardless of changes in data product fees, a county GIS data fee schedule will be submitted annually to the county council as an informational update. For good cause, the county administrator may waive or reduce fees for GIS data when such actions result in serving the best interest of the county.~~
- ~~4. Customers requesting data on a regular basis may request to receive data at a subscription rate, but must enter into a non-transferable data license agreement with the county.~~
- ~~5. All GIS related information constituting a public record, as defined by S.C. Code 1976, § 30-4-20, as amended, may be provided at no charge via Internet access or at a minimal charge if such information is in digital or hard copy format. The minimal fees for digital or hard copy public record information shall be included in the approved fee schedule.~~

DIVISION 9. OPERATIONAL SERVICES

Sec. 2-150. Creation; director.

There is hereby created the ~~support services~~operational services department and the position of director of ~~support services~~operational services, who shall be responsible to the county administrator and who shall direct and coordinate the operations and activities of the department. The ~~support services~~operational services department shall be responsible to administer the internal or housekeeping needs of the county government. It shall be responsible for the maintenance, custody and security of the entire physical plant and all of the ~~support services~~operational services required to keep the plant and all equipment at an acceptable level of operation and usability. The office shall be managed by the director of ~~support services~~operational services and shall be responsible also for coordinating a program of records management through the county archivist, and for such other responsibilities as may be assigned by the county administrator. The director of ~~support services~~operational services shall be bonded to the county in an appropriate amount for

the faithful performance of the duties as such officer.

Sec. 2-151. Qualifications of director; selection.

The director of operational services shall possess the education, training, and experiences that are commensurate with the industry standards for this position

Sec. 2-152. Responsibilities; powers; duties.

The duties and responsibilities of the director of ~~support services~~operational services shall be:

- (1) To develop and implement a comprehensive program of maintenance, custody and security for the county's physical plant, including all buildings and facilities owned and operated by the county government;
- (2) To formulate and submit to the county administrator recommendations for continued improvement and effective utilization of the county's physical plant;
- (3) To establish a working relationship and liaison with all department and agency heads relative to their specific operational and/or space office requirements and needs;
- (4) To provide assistance for all county departments and agencies to obtain auxiliary and/or housekeeping support and services;
- (5) To coordinate through the county archivist, a program of records management designed to serve all county departments and agencies; and
- (6) To perform such other related work as may be required and so assigned by the county administrator.

Sec. 2-153. Departmental Divisions.

The ~~support services~~operational services department shall include the following divisions:

- (1) Facilities and Grounds – This division shall perform routine maintenance on Richland County owned facilities and grounds.
- (2) Central Services –This division shall manage and operate the Richland County mailing services.

DIVISION 10. PUBLIC WORKS

Sec. 2-154. Creation; director.

There is hereby created the public works department and the position of director of public works, who shall be responsible to the county administrator and who shall direct and coordinate the operations and activities of the department. The director shall be appointed by the county administrator, and his/her term of office shall be at the pleasure of the county administrator.

Sec. 2-155. Qualifications of director; selection.

The director of public works possess the education, training, and experiences that are commensurate with the industry standards for this position

Sec. 2-156. Responsibilities; powers; duties.

The director of public works shall be responsible for the custody, security and maintenance of public works and physical properties-infrastructure of the county and shall be responsible to and under the supervision of the county administrator in the performance of his/her duties.

Sec. 2-157. Departmental Divisions.

The public works department shall include the following divisions:

- (1) *Administration* – This division shall coordinate all department-level administrative support, including personnel management, safety, training, standardization, finance, budget, payroll, material management, and procurement, ~~and geographic information services (GIS)~~.
- (2) *Engineering* – This division, which shall be managed by a registered professional engineer, shall manage and provide engineering services in support of county operations and infrastructure development, including the management and coordination of capital improvement projects and public works related geographic information services (GIS).
- (3) *Stormwater Management* – This division shall provide stormwater management services in support of positive public drainage, ~~and~~ “receiving water” quality, and environmental compliance with prevailing Federal, State and Local regulations.
- (4) *Roads and Drainage Maintenance* – This division shall maintain and improve the county road maintenance network and county drainage infrastructure.
- (5) *Airport* – This division shall manage the Jim Hamilton – LB Owens Airport (CUB) operations, maintenance, and administration.
- (6) *Solid Waste & Recycling* – This division shall provide residential collection of municipal solid waste (MSW) and recyclable materials within the unincorporated county, provide limited construction & demolition (C&D) landfill services, manage the Solid Waste stream within the county, and promote cost-effective recycling.

(7) *Special Services* – This division shall be responsible for:

- ~~1.a.~~ Effectively managing a labor pool of community service and inmate labor personnel in support of county operations, such as picking up trash along the road right of ways and beautifying the community through a clean sweep program; and
- ~~2.b.~~ Helping communities become self-sufficient through sponsoring community cleanups; and
- ~~3.c.~~ Holding community forums to address participants' questions about the clean sweep program and neighborhood cleanups.

~~(8) *Fleet Management* – This division e office of risk management shall be responsible i for nclude the fleet management program and management of the Vehicle Replacement Plan. The program shall work to manage Richland County's fleet, including managing and/or facilitating the procurement, selection, assignment, reassignment, transfer, maintenance, repair, replacement, and disposal of vehicles and motorized equipment.~~

DIVISION 11. TRANSPORTATION PENNY

Sec. 2-158. Creation; director.

There is hereby created the transportation penny department and the position of director of the transportation penny department, who shall be responsible to the county administrator and who shall direct and coordinate the operations and activities of the department. The director shall be appointed by the county administrator, and his/her term of office shall be at the pleasure of the county administrator. The transportation penny department shall manage all items of the Transportation Penny Program approved by voters in November 2012.

Sec. 2-159. Qualifications of director; selection.

The director of the transportation penny department shall possess the education, training, and experiences that are commensurate with the industry standards for this position.

Sec. 2-160. Responsibilities; powers; duties.

The duties and responsibilities of the director of the transportation penny department shall be:

- (1) To develop and implement the Richland County Transportation Program
- (2) Serve as the liaison with the South Carolina Department of Transportation on all joint transportation projects

- (3) Coordinates all transportation projects with the Central Midlands Council of Governments
- (4) Oversees design and construction of all transportation projects
- (5) Coordinate and manage the distribution of transportation program information to the Transportation Advisory Committee
- (6) Study and pursue outside funding sources for the Richland County Transportation Program

DIVISION 12. UTILITIES

Sec. 2-161. Creation; director.

There is hereby created the department of utilities and the position of director of utilities, who shall be responsible to the county administrator and who shall direct and coordinate the operations and activities of the department. The director shall be appointed by the county administrator, and his/her term of office shall be at the pleasure of the county administrator.

Sec. 2-162. Qualifications of director; selection.

The director of utilities shall possess the education, training, and experiences that are commensurate with the industry standards for this position

Sec. 2-163. Responsibilities; powers; duties.

The utilities department shall be responsible for enforcing all the provisions of Chapter 24, Utilities, and Chapter 24.5, Special Sewer Assessment Districts, of the Richland County Code of Ordinances.

Sec. 2-164. Departmental Divisions.

The utilities department shall include the following divisions:

- (1) *Administration* – This division shall coordinate all department level administrative support, including personnel management, standardization, finance, budget, payroll, material management and procurement.
- (2) *Operations* – This division shall provide professional operation of county water and wastewater treatment facilities, laboratory facilities and shall administer provisions of the county’s pre-treatment program.
- (3) *Maintenance* – This division shall manage, maintain, and improve all county utility systems, including facilities, grounds, water and sewer lines and associated apparatus.

- (4) *Engineering* - This division shall provide engineering services in support of county utility operations and infrastructure development, including the management and coordination of capital improvement projects funded by both public and private sources. Also develops and maintains the department mapping and geographic information system.

SECTION IV. The Richland County Code of Ordinances, Chapter 21, Roads, Highways, and Bridges; Article I, In General; is hereby amended by the addition of the following sections and amendment of reserved sections:

Sec. 21-25. Use of county equipment by private parties and during public emergencies.

(a) Use and operation of county equipment. Only authorized employees of the county shall be allowed to use and operate equipment owned by the county. No such equipment may be used at any time on private property or for private purposes except for public emergencies as hereinafter defined and as duly authorized by the director of public works and/or the county administrator.

(b) Public emergency. A public emergency is hereby defined as a flood (as defined under Section 26-22 of this Code of Ordinances), earthquake, tornado, hurricane, plane crash, train wreck, vehicular wrecks involving five (5) or more vehicles and/or ten (10) or more persons, fires and other occurrences, natural or man-made, where the public health is threatened or the potential of extensive damage to private property exists and immediate, emergency steps are necessary to protect life, health, the environment, and prevent substantial property loss.

(c) Records. In the event of such public emergency, the department of public works must, as soon thereafter as possible, make a record of the nature of the emergency, the property and/or owner involved, the operator of the equipment, the names of county employees utilized, the date(s) thereof, and the man-hours involved.

(d) Reimbursement. The director of public works and/or the county administrator may apply for reimbursement for the services rendered by county employees and equipment where the private party either had or has insurance available for such services or where federal or state funds are available, such as disaster aid.

(e) Violation. The failure to comply with this section shall be grounds for suspension, removal or termination.

21-26. Burial of paupers and cremains.

The public works department shall bury paupers at a site designated for that purpose when directed to do so by the county administrator. Further, cremains originating from medical schools may be buried within the county cemetery by appropriately authorized personnel of such schools. Medical schools wishing to enter into these arrangements shall provide a list of names of

authorized personnel and shall execute appropriate releases and hold-harmless agreements prior to any burials.

Secs. 21-27--21-33. Reserved.

SECTION V. The Richland County Code of Ordinances, Chapter 1, General Provisions; is hereby amended by the addition of the following section:

Sec. 1-17. Home Detention Program.

(a) *Purpose.* The purpose of this section is to provide for a pilot Home Detention Program in Richland County as an alternative to confinement in the Alvin S. Glenn Detention Center, in accordance with the Home Detention Act of 1990 (S.C. Code 1976, § 24-13-1510 et seq, as amended).

(b) *Home Detention Program provided.* Pursuant to S.C. Code 1976, § 24-13-1530, electronic and nonelectronic home detention programs may be used by the magistrates of Richland County as an alternative to incarceration for low risk, nonviolent adult and juvenile offenders, as selected by the court. Applications for home detention by persons who are awaiting trial or by offenders whose sentences do not place them in the custody of the Department of Corrections may hereafter be made to the magistrates of Richland County as an alternative to incarceration. The county’s home detention program shall comply with all applicable state and local laws and regulations, including S.C. Code 1976, § 24-13-1510 et seq.

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

SECTION VIII. Effective Date. This ordinance shall be effective from and after _____, 2019.

RICHLAND COUNTY COUNCIL

BY: _____
Paul Livingston, Chair

Attest this _____ day of _____, 2019.

Kimberly Williams-Roberts
Clerk to Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

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

STATE OF SOUTH CAROLINA
COUNTY COUNCIL FOR RICHLAND COUNTY
ORDINANCE NO. ___-19HR

AN ORDINANCE AMENDING THE RICHLAND COUNTY CODE OF ORDINANCES, CHAPTER 2, ADMINISTRATION; SO AS TO RESTRUCTURE THE DEPARTMENTS OF THE COUNTY.

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 2, Administration; Article III, Administrative Offices and Officers; is hereby amended by the deletion of the language contained therein and the substitution of the following language:

DIVISION 1. GENERALLY.

Sec. 2-75. Department created.

The office of the county administrator is hereby created as the chief administrative office of the county with such personnel necessary to assist the county administrator in affecting the proper and efficient administration of the affairs of the county government.

DIVISION 2. COUNTY ADMINISTRATOR

Sec. 2-76. Position created; term.

There is hereby created the position of county administrator. The term of office of the county administrator shall be at the pleasure of the council, which may, in its discretion, employ the administrator for a definite term.

Sec. 2-77. Appointment, qualifications and compensation.

The county administrator shall be appointed solely on the basis of his/her executive and administrative qualifications with special reference to his/her actual experience in, and knowledge of, the duties of office as hereinafter prescribed. At the time of his/her appointment, the county administrator need not be a resident of the county or of the state. The compensation of the county administrator shall be fixed by the council by contract.

Sec. 2-78. Chief administrative officer.

The county administrator shall be the chief administrative officer of the county government. He/She shall be responsible to the council for the proper and efficient administration of the affairs of the county government.

Sec. 2-79. Powers and duties.

The powers and duties of the county administrator shall be:

- (1) To direct and supervise the administration of all county officials and departments for which the council is responsible, or may hereafter be responsible, including specifically the construction, maintenance and operation of all county roads, bridges, drainage, buildings and other public works, and the care and maintenance of all personal property owned by the county; the administration of personnel policies, purchase of all supplies and equipment, finance, accounting, budgeting, payroll, auditing and any other administrative responsibilities necessary for implementation of the council's policies;
- (2) To appoint, and when in his/her discretion the welfare of the county requires it, suspend, discharge, transfer, remove or otherwise deal directly with all employees for whom council is responsible, excepting the county attorney, the internal auditor and the clerk of council, and any assistants thereto, who are appointed directly by the council or who are employed in the offices of elected officials and officials appointed by an authority outside county government as those terms are used in South Carolina Code, 1976, section 4-9-30(7);
- (3) To see that all ordinances, resolutions and orders of the council and all laws of the state which are subject to enforcement by him or by officers or department heads and subject, under this article, to his/her direction and supervision are faithfully executed;
- (4) To prepare and submit the annual budget and capital program to the council and to execute the budget and capital program adopted by the council, approving all disbursements and expenditures as budgeted and/or authorized by the council;
- (5) To confer with and advise all other elected or appointed officials of the county who are not under the immediate control of county council, but who receive financial support from the council, such as probate judges, magistrates, solicitor, sheriff, coroner, auditor, treasurer and the like;
- (6) To examine regularly at periods fixed by the council the accounts, records and operations of county boards, commissions, departments, offices, and agencies which receive appropriations from the council; to make regular, monthly reports to the council on county fiscal and other affairs as are appropriate; to keep the council fully advised on the financial conditions and future needs of the county; and to make such recommendations on county affairs as he deems necessary;
- (7) To submit to the council at the end of each fiscal year a complete report on the finances and administrative activities of the county for the preceding year; and
- (8) To execute such other powers and duties as may be prescribed from time to time by the council.

Sec. 2-80. Relationships with county employees.

Neither the council nor any of its members shall direct or request the appointment of any person to, or his/her removal from, office by the county administrator or by any of his/her subordinates, or in any manner take part in the appointment or removal of officers and employees in the administrative service of the county, except where, by majority vote of council, an inquiry as to the removal of an officer or employee is demanded. Except for the purpose of inquiry, the council and its members shall deal with the administrative service solely through the county administrator, and no member thereof shall give orders to any county employee or subordinate of the county administrator, either publicly or privately.

Sec. 2-81. Bond.

The county administrator shall be bonded to the county in an appropriate amount for the faithful performance of the duties as such officer.

Secs. 2-82- 2-87. Reserved.

DIVISION 3. OFFICE OF THE COUNTY ADMINISTRATOR; STAFF

Sec. 2-88. Deputy County Administrator.

There are hereby created a position of deputy county administrator. The deputy county administrator shall be selected and appointed by the county administrator and shall serve at the pleasure of the county administrator with no definite term of office assigned.

Sec. 2-89. Qualifications; compensation.

The deputy county administrator shall be appointed solely on the basis of merit, including executive and/or administrative qualifications with special emphasis on education, training, experience and knowledge of the duties of the office. Preference will be given to individuals with a graduate degree in the field(s) of public administration, business administration, or some other related discipline. The deputy county administrator shall be paid an annual salary as approved by the county administrator.

Sec. 2-90. Responsibilities, powers and duties.

The duties and responsibilities of the deputy county administrator shall be:

- (1) To serve as chief of staff to the county administrator;
- (2) To supervise, plan and direct budget studies, research projects and manpower needs;
- (3) To assist in formulating administrative policies;

- (4) To represent and speak for the county administrator in meetings with boards, commissions, citizens groups and officials of various public agencies;
- (5) To collect, compile and interpret data on policies, functions, organization structures, forms and procedures relating to the administration of assigned programs;
- (6) To seek legal opinions and prepare recommendations supported by administration research findings;
- (7) To review departmental reports, proposed programs, supplemental appropriation requests, personnel requisitions, overtime reports, etc., and make or direct investigative reports and recommendations as required;
- (8) To prepare correspondence and reports;
- (9) To act for the county administrator in his/her absence;
- (10) To participate in formulating policies and in developing long range plans;
- (11) To perform related work as required and as assigned by the county administrator;
- (12) To serve as the acting county administrator in the absence of a county administrator, upon appointment of County Council by resolution, until a new county administrator is appointed; and
- (13) To supervise the Office of Budget and Grants Management on the preparation of the operating and capital budgets and day to day functions and other departments as assigned by the County Administrator.

Sec. 2-91. Staff and assistants.

The county administrator may employ such administrative staff and assistants for positions approved through annual budgetary appropriations by county council as are deemed necessary by the county administrator to the performance of his/her duties. They shall be subject to the county personnel system and their compensation determined accordingly, including but not limited to the following positions:

- (1) *Assistant County Administrators* – In their respective assigned operational functions by the County Administrator, assists the County Administrator in carrying out the directives and policies of the County Council, and enforces all directives, ordinances, resolutions, regulations of the County Council, and the applicable provisions of Federal and South Carolina law to assure execution through delegated responsibility.

DIVISION 4. OFFICE OF THE COUNTY ADMINISTRATOR; OFFICES

Sec. 2-92. Departmental Offices.

The office of the county administrator shall also include the following offices:

- a) (1) *Risk Management* - The office of risk management is hereby created and the position of director of risk management, who shall be responsible to the county administrator to eliminate, minimize and transfer risk exposure as much as is feasible, and for losses that do occur, to finance and mitigate them in a manner that is in the best interest of the County, including authority to negotiate and settle workers' compensation, general liability, and vehicle liability claims. Disposition of general liability and vehicle liability lawsuits shall be accomplished in collaboration with the county attorney. The office of risk management shall include the following divisions: The occupational safety program. The program shall work to keep Richland County employees safe at work and ensure OSHA compliance.
 - b) The cybersecurity program. The program shall work to keep Richland County's Information Technology networks protected and safe from intrusions, detect and monitor incidents, assess vulnerabilities and put secured features in place, develop and maintain standard operating procedures, assess new technologies and any risks associated with them before implementing them, implement and monitor security administration for network access, respond to incidents, develop and maintain a recovery plan, make the County's network resilient. Additional functions shall be assigned with future technological changes.
- (2) *Public Information* - The office of public information is hereby created and the position of public information director, who shall be responsible to the county administrator to assist Council and County departments with media and public outreach efforts; manage Richland County's brand to residents, businesses and news outlets through various multi-media platforms and events.
- (3) *Ombudsman* - The office of the ombudsman is hereby created and the position of ombudsman director, who shall be responsible to the county administrator to provide informal assistance to citizens and to assist citizens with county concerns and request for service, which includes the following responsibilities: citizen service requests; records management for citizens input, concerns, and questions; records management for ADA accommodation requests, grievances, and complaints; and performs trend analysis of the concerns and responses related to the organization.

(4) *Court Appointed Special Advocates* – The office of court appointed special advocates is hereby created and the position of court appointed special advocates director, who shall be responsible to the county administrator to advocate for the best interests of abused and neglected children in Richland County Family Court.

(5) *Government and Community Services* - The community and government services department is hereby created and the position of community and government services director, who shall be responsible to the county administrator to facilitate improved community outreach, administration of government services and resolution to community issues.

(a) Office of Small Business Opportunity - The Community and Government Services Department shall include the office of small business opportunity which shall manage and administer the SLBE (Small Local Business Enterprise) Program (see Section 2-639 et. seq.) and shall undertake other functions and duties as assigned by the county administrator or county council.

(6) Office of *Budget and Grants Management* – There is hereby created the Office of Budget and Grants Management and the position of Budget and Grants Management Director who shall be responsible to the county administrator through the deputy county administrator to create and maintain the County’s operating and capital budgets, conduct fiscal research and trends analysis, issue budget reports, and other duties as assigned.

DIVISION 5. COUNTY ATTORNEY

Sec. 2-93. Office established.

There is hereby established the office of the county attorney, who shall be the chief legal officer of the county. The county attorney shall be retained from the membership of the county bar by the county council and shall serve at its pleasure.

Sec. 2-94. Eligibility.

No member of the council or of the county legislative delegation, or any partner of any such member, shall be retained as county attorney or assistant county attorney, or perform any service for compensation as an attorney for the council, any county agency which is funded in whole or in part from county funds, or for any board, commission, committee, or agency of the county over which the council has any appointive powers. No member of any county board, commission, committee, or agency which is funded in whole or in part from county funds, or any board, commission, committee or agency of the county over which the council has any appointive powers, or any partner of any such member, shall be attorney or do any legal work for such board, commission, committee, or agency; provided, however, that, a partner of such member may serve as county attorney or as an assistant county attorney.

Sec. 2-95. Duties and responsibilities.

The county attorney shall represent and defend the county and all of its officers in any of the courts of this state or of the United States, shall do such work in connection with county real estate conveyancing, title work and bond issues, shall bring all actions and proceedings that may be necessary to enforce payment and collection of any claims existing in favor of the county or of any of its officers, boards, or agencies, and shall advise the county administrator and all county officers and department heads in all matters wherein they may seek advice or counsel. The county attorney shall meet with the council whenever requested for the purpose of advising them as to any matters that may properly come before them.

Sec. 2-96. Compensation.

The county attorney shall receive compensation for his/her services in the amount determined by the council. The annual salary of the county attorney shall constitute his /her total compensation from the county for all of the services enumerated above, except under unusual circumstances as directed by council.

Sec. 2-97. Annual appropriation.

The council shall establish in the annual operating budget the compensation of the county attorney. Such budget shall also provide for the compensation of any assistants employed pursuant to section 2-98 of this division.

Sec. 2-98. Assistants.

The county attorney may employ such staff and assistants for positions approved through budgetary appropriations by council as are deemed necessary to the performance of the duties of the office.

Sec. 2-99. Employment of attorney, other than county attorney, by council agencies.

No officer, board, commission, committee, or agency in the county appointed in whole or in part by the council may employ an attorney other than the county attorney, or agree to pay for services out of public funds without first obtaining the county attorney's approval of the employment of such attorney.

Sec. 2-100. Settlement of claims.

The county attorney shall have the authority to settle and approve payment of lawsuits, up to an amount approved by County Council in the annual budget, or in his/her discretion brings those matters to County Council for its decision and approval.

The county attorney shall have the sole discretion to decide whether to file an appeal or to waive the filing of same in instances up to an amount approved by County Council in the annual budget.

Sec. 2-101. Bond.

The county attorney shall be bonded to the county in an appropriate amount for the faithful performance of the duties as such officer.

DIVISION 6. CLERK TO COUNCIL

Sec. 2-102. Creation; appointment; term of office.

There is hereby created the office of clerk to council. The clerk to council shall be appointed by the council and shall serve at the pleasure of the council.

Sec. 2-103. Responsibilities; duties.

The clerk to council shall:

- (a) Record all proceedings of the council and supply copies of certified records as appropriate;
- (b) Distribute copies of the minutes of each meeting to council members prior to the next meeting;
- (c) Review reports and records for completeness and accuracy;
- (d) Prepare ordinances and resolutions for presentation to council and arrange for their publication as approved by council and as directed by the county attorney;
- (e) Attend regular meetings of the council and attend other meetings as requested;
- (f) Type reports and recommendations of all council committees or designee of the clerk;
- (g) Notify councilmen of all council meetings;
- (h) Maintain the council calendar;
- (i) Be custodian of the county seal, minute books and Code of Ordinances;
- (j) Maintain county files and any records which should be kept for quick accessibility;
- (k) Supervise a complete records management system for department;
- (l) Research materials and supply background information as required;

(m) Take follow-up actions on the following matters (including initial follow-up and subsequent actions necessary to ensure carrying out of council actions):

- (1) Easements;
- (2) Contracts, leases and agreements;
- (3) Bond issues;
- (4) Damage claims which are submitted to county council for acceptance or rejection;
- (5) Ordinances;
- (6) Resolutions; and
- (7) Appointments;

(n) Prepare council agenda and advise news media of items to be considered; shall maintain a complete record of all matters pending council consideration;

(o) Act for the county in attesting and certifying official documents;

(p) Be responsible for the appointments book; insure appointments are made in timely fashion in accordance with established procedures;

(q) Maintain a record of leases, contracts, agreements, rights-of-way, grants and bonds;

(r) Insure that the overall objective of the council office is achieved in an efficient manner;

(s) Prepare and monitor budget for operating expenses for the clerk to council office and the council services budget; and

(t) File documents, as required, with the clerk of court.

Sec. 2-104. Compensation; employee status.

The council shall approve in the annual budget the compensation of the clerk to council. Such budget shall also provide for assistants to the clerk if employed pursuant to the following section. The clerk and any full-time assistants shall be employees of the county and eligible for all insurance, retirement and other benefits of county employees.

Sec. 2-105. Assistants.

The council may appoint such assistant or assistants to the clerk to council as may be deemed necessary, who shall perform varied secretarial and stenographic tasks for the council and who shall exercise the duties of the clerk to council in the event of the clerk's absence or disability.

SECTION II. The Richland County Code of Ordinances, Chapter 2, Administration; Article IV, Code of Ethics; is hereby renumbered beginning with section number 2-106 and proceeding accordingly.

SECTION III. The Richland County Code of Ordinances, Chapter 2, Administration; Article V, County Departments; is hereby amended by the deletion of the language contained therein and the substitution of the following language:

DIVISION 1. ANIMAL SERVICES

Sec. 2-122. Creation; director.

There is hereby created the animal services department, and the position of animal services director who shall be responsible to the county administrator to direct and coordinate the operations and activities of the department. The director shall be appointed by the county administrator and his/her term of office shall be at the pleasure of the county administrator.

Sec. 2-123. Qualifications of director; selection; compensation.

The director of animal services shall possess the education, training, and experiences that are commensurate with the industry standards for this position.

Sec. 2-124. Responsibilities; powers; duties.

The director of animal services shall supervise the divisions of animal care and vector control.

Sec. 2-125. Departmental Divisions.

The animal services department shall include the following divisions:

(1) *Animal care* – The division shall enforce all the provisions of Chapter 5 of the Richland County Code of Ordinances as it pertains to animal control and/or care and the manager of the division shall serve as the chief animal control officer.

(2) *Vector Control* – The division of vector control shall be charged with the following duties:

(a) Management of the mosquito control program, including abatement in accordance with the policies of the program.

- (b) Provide technical advice, education and assistance about vectors to the county's citizens.
- (c) Conduct vector-borne disease surveillance and response.
- (d) Enforce county ordinances related to vector control.
- (e) Commensal rat abatement in accordance with division policies.
- (g) Respond to inquiries, investigate complaints, conduct evaluations to help reduce or eliminate public hazards and nuisance conditions associated with vectors and disease transmission.
- (h) Other programs or functions assigned to the department by the county administrator or county council.

DIVISION 2. COMMUNITY PLANNING AND DEVELOPMENT

Sec 2-126. Creation; director.

There is hereby created the community planning and development department, and the position of community planning and development director who shall be responsible to the county administrator to direct and coordinate the operations and activities of the department. The director shall be appointed by the county administrator and his/her term of office shall be at the pleasure of the county administrator.

Sec. 2-127. Qualifications of director; selection; compensation.

The director of community planning and development shall possess the education, training, and experiences that are commensurate with the industry standards for this position.

Sec. 2-128. Responsibilities; powers; duties.

The director of community planning and development shall supervise the divisions of zoning and development services, planning services, building inspections, community development, new development engineering, conservation, business service center, assessor, register of deeds, and geographic information systems (GIS).

Sec. 2-129. Departmental Divisions.

The community planning and development department shall include the following divisions and related managers who shall be responsible to the community planning and development director to manage and coordinate the operations and activities of the divisions:

- (1) *Planning and Development Services* – The division of planning and development

services is hereby created and the position of planning and development services division manager. The planning and development services division manager shall possess the education, training, and experiences that are commensurate with the industry standards for this position. The planning and development services division shall undertake the following:

- a. The permitting and enforcement provisions of the county's zoning and land development regulations.
- b. The management of the county's Neighborhood Improvement Program, update and implement the county's comprehensive Plan, oversee the county's sustainability program and perform long-range planning activities for the county.
- c. The administration of grants from the U.S. Department of Housing and Urban Development to improve primarily low-income neighborhoods with affordable, safe and decent housing and other quality of life environments.
- d. The permitting and enforcement provisions of the county's building code regulations.

(2) *Conservation* – The division of conservation is hereby created, and the position of conservation division manager. The conservation manager shall possess the education, training, and experiences that are commensurate with the industry standards for this position. The conservation manager shall manage and supervise all functions of the division and implement the responsibilities of the Richland Soil and Water Conservation District and Richland County Conservation Commission. The manager shall consult with and advise the community planning and development director regarding the conservation and protection of the county's natural, cultural and historical resources. The division shall also interact with federal and State agencies, other counties and municipalities, institutions of higher education, and not for profit conservation and environmental organizations to support the responsibilities of the division, District and Commission.

(3) *Business Service Center* – The business service center division is hereby created, and the position business service center division manager. The business service center division manager shall possess the education, training, and experiences that are commensurate with the industry standards for this position. The business service center division manager shall be responsible for the performance of the duties and responsibilities of the department, which shall be to:

- (a) Issue and enforce licenses and permits for businesses needing these licenses and permits by county ordinance to operate lawfully, including, but not limited to (unless otherwise preempted and/or prohibited by federal or state law): business licenses, peddler's licenses, temporary business permits, and solicitation permits.
- (b) Collect and enforce the payments for the aforementioned licenses and permits in subsection (1) above, as well as the Clearance Review fee.
- (c) Collect and enforce the requirements and collections of the County's Local

Accommodation Tax and Tourism Development Fee.

- (d) Enforce the requirements and collections of the County's Hospitality Taxes and Business Personal Property Taxes.
- (e) Make business forms and information available in many diverse and convenient ways to assist businesses operate as required by applicable county ordinances.
- (f) Inspect and audit businesses for compliance with applicable county ordinances regarding these licenses, permits, fees, and taxes.
- (g) Serve as a liaison to the business community on behalf of Richland County on issues relating to issuances and collections of the Business Service Center.
- (h) Serve as the catalyst for coordinating Business Service Center services with other county departments, State agencies, and other groups or organizations.
- (i) Enforce the requirements of the County's Smoking Ban.

(4) *Register of Deeds* – The register of deeds division is hereby created, pursuant to state law, along with the position of register of deeds division manager. Such office is to be located in the county courthouse at the discretion of the clerk of court. The register of deeds division manager shall possess the education, training, and experiences that are commensurate with the industry standards for this position. The register of deeds division manager shall be responsible for the performance of the duties of this office which include, but are not limited to:

- (a) Directing the division of mesne conveyances and supervising its staff and activities;
- (b) Indexing and recording all deeds, conditions, restrictions, contracts, agreements, descriptions of real estate from the probate judge's office, cemetery plots, easements, leases, mortgages on chattel and real property, satisfactions, assignments, releases, modifications, mechanics' liens, state, federal and employment security commission tax liens, plats and financial statements under the Uniform Commercial Code; provided, however, that no deed shall be accepted for recordation unless it bears the tax map number of the property being conveyed;
- (c) Maintaining books for recording business establishments, corporate charters, U.S. military and naval forces discharges;
- (d) Maintaining a notary public register;
- (e) Maintaining an index of cross-index books for all instruments of record logged in the office;

- (f) Collecting necessary fees for the recording of records as set by law;
- (g) Answering requests and giving assistance to those seeking information from the records of the office;
- (h) Preparing a division budget; and
- (i) Rebinding books and records.

(5) *Assessor* – The assessor division is hereby created, pursuant to state law, along with the position of assessor (division manager). The assessor shall possess the education, training, and experiences that are commensurate with the industry standards for this position. The powers, duties, and responsibilities of the tax assessor shall be those set forth by state law, but generally will plan, organize and manage the appraisal, assessment and reassessment of property in the County.

(6) *GIS* - The division of geographic information system (GIS), as well as the manager of GIS, is hereby established to furnish various county departments with tools to measure, model, and map data regarding geographically related phenomena. While data, in and of itself, cannot assist in making decisions or policy, the information created from such data is a valuable tool in executing county business. As a work product, the data will be used to produce thematic information that can be combined to assist county personnel in the decision-making process.

GIS data will be continuously updated and improved as technology and county capabilities improve. The county council understands that to sustain the county’s utility and effectiveness, data must be maintained. The county council also recognizes that the nature of accurate local data and the potential of GIS are reflected in the value of spatial data to entities other than Richland County. Thus, to provide for costly maintenance of the GIS and to lessen the burden of annual budget requests, system data elements will be available for purchase pursuant to an established fee schedule. Such fee schedule may be modified as described in subparagraph (d)(3) below from time to time by council.

- (a) For the purposes of this section, and unless the context specifically indicates otherwise, the following general terms shall have the meanings designated below:

Applicant. Any person who submits a request for GIS products or services.

Customer. Any applicant who executes a contract for GIS products or services, or purchases copies of standard system products, custom hard copy system products, digital data, technical assistance, or other products or services.

Data. Recorded quantitative and qualitative observational measurements and facts.

Data steward. The person, or his/her designee, responsible for the maintenance and security of GIS data elements within a particular county department.

Geographic Information System (GIS) is an organized collection of computer hardware, software, geographic data, and personnel designed to efficiently capture, store, update, use, analyze, and display all forms of geographically referenced material.

Information. The result(s) obtained from processing, classifying, or interpolating data.

Open records. Standard system products as defined herein and non-digital source documents.

Standard system products. Paper products generated from GIS databases for internal use and for the purpose of meeting requests submitted under current state law concerning open records.

Subscriber. Customer who purchases GIS service or products on a regular, frequent, and on-going basis.

(b) Data and information distribution.

1. Information derived from the county GIS and presented in a geographic context may be made available to the public via the Internet. Furthermore, standard system products will be made available on digital media or, if requested, in hard copy pursuant to S.C. Code 1976, § 30-4-30, as amended.
2. All GIS-related data requests must be approved by both the data steward of the department in possession of such data and the GIS division of the information technology department. Once approved, the GIS division is responsible for filling the request. All GIS data customers must enter into a non-transferable data license agreement with the county. Each license agreement shall identify limitations in the use of county GIS data and shall indemnify and hold harmless Richland County, its elected officials, officers, agents, and employees from loss, damage, or other liability arising from the use of the data.
3. A fee shall be collected from customers for copies of GIS data. An initial fee schedule of individual data elements will be reviewed by county council. The fee schedule will include a description of each thematic data element to be sold, distribution format, file format, and unit pricing information. The county administrator, as

necessary, may update the fee schedule. Regardless of changes in data product fees, a county GIS data fee schedule will be submitted annually to the county council as an informational update. For good cause, the county administrator may waive or reduce fees for GIS data when such actions result in serving the best interest of the county.

4. Customers requesting data on a regular basis may request to receive data at a subscription rate, but must enter into a non-transferable data license agreement with the county.
5. All GIS-related information constituting a public record, as defined by S.C. Code 1976, § 30-4-20, as amended, may be provided at no charge via Internet access or at a minimal charge if such information is in digital or hard copy format. The minimal fees for digital or hard copy public record information shall be included in the approved fee schedule.

DIVISION 3. DETENTION CENTER

Sec 2-130. Creation; director.

There is hereby created the detention center department, and the position of detention center director who shall be responsible to the county administrator to direct and coordinate the operations and activities of the department. The director shall be appointed by the county administrator and his/her term of office shall be at the pleasure of the county administrator. The manager shall have the following duties and responsibilities:

- (1) Operate and manage the county detention center, and any prison camps or other detention facilities that may be established;
- (2) Provide for the proper care and custody of all prisoners assigned to county detention facilities;
- (3) Be responsible for the effective and efficient operation of the detention center and any related buildings and grounds;
- (4) Control all employees under his/her direction and be responsible for all equipment and supplies needed to operate the detention center.

Sec. 2-131. Departmental Divisions.

The detention center department shall include the following divisions:

(1) *Security* – The division of security is hereby created and the position of security manager, who shall be responsible to the detention center director to ensure the detention remains secure.

(2) *Operations* – The division of operations is hereby created and the position of operations manager, who shall be responsible to the detention center director to facilitate and execute the operation of the detention center.

(3) *Programs* – The division of programs is hereby created and the position of programs manager, who shall be responsible to the detention center director to successfully implement the programmatic initiatives of the detention center.

(4) *Support* – The division of support is hereby created and the position of support manager, who shall be responsible to the detention center director to support the detention center director and contribute to the effective functioning of the detention center.

DIVISION 4. ECONOMIC DEVELOPMENT OFFICE

Sec. 2-132. Creation; director.

There is hereby created the economic development office and the position of director of the economic development office.

Sec. 2-133. Qualifications of director; selection; compensation.

The director of the economic development office shall possess the education, training, and experiences that are commensurate with the industry standards for this position.

Sec. 2-134. Responsibilities; powers; duties.

The director shall work to assist new companies considering locating in Richland County and existing companies considering expanding their operations. The office shall have the following duties and responsibilities:

- (1) Maintain demographic and economic data on Richland County;
- (2) Conduct building and site tours for prospective companies;
- (3) Facilitate meetings with existing industry to discuss human resources and labor force issues;
- (4) Conduct community tours for prospective companies;
- (5) Negotiate incentive proposals on behalf of the County.

DIVISION 5. EMERGENCY SERVICES

Sec. 2-135. Creation; director.

There is hereby created the emergency services department and the position of director of emergency services, who shall be responsible to the county administrator and who shall direct and coordinate the operations and activities of the department. The director shall be appointed by the county administrator, and his/her term of office shall be at the pleasure of the county administrator.

Sec. 2-136. Qualifications of director; selection.

The director of emergency services shall possess the education, training, and experiences that are commensurate with the industry standards for this position

Sec. 2-137. Responsibilities; powers; duties.

The director of the department of emergency services or “chief” of emergency services shall be the county fire marshal. The director of the department of emergency services shall enforce all provisions of this Code of Ordinances pertaining to the operation of emergency services within the county.

Sec. 2-138. Departmental Divisions.

The emergency services department shall include the following divisions:

(1) *Emergency Medical Services* - The emergency medical services division shall provide county-wide 911 emergency medical services designed to respond to medical emergencies and to provide initial medical response and/or treatment as a means of stabilizing accident and/or trauma victims for transportation to medical facilities for primary, secondary and/or tertiary care or treatment as may be required.

(a) Fees for ambulance services to the general public within the boundaries of the county and outside of the boundaries of the county shall be determined from time to time by council.

(b) Fees for ambulance services will be limited to the maximum allowed under the health care insurance plan for each county employee. These fee schedules are subject to amendment, repeal, or deletion by the county council from time to time.

(c) The county council hereby grants permission for the operation of private convalescent transport units within the county.

Private convalescent transport units are any vehicle making nonemergency calls within the county and to destinations within the county as scheduled to a physician's office or hospital for treatment, routine physical examinations, x-rays,

or laboratory tests which is used for transporting within the county, patients upon discharge from a hospital or nursing home to a hospital, nursing home or residence, or a vehicle making any other calls dispatched within the county as nonemergency. Such vehicles are described in S.C. Code 1976, § 44 61 10 et seq. (as amended).

(d) The department of emergency services is hereby authorized to promulgate and enforce rules and regulations governing and controlling such private convalescent transport units and the nonemergency ambulances as deemed by the department to be necessary pursuant to federal, state and applicable regulating agency requirements.

Further, all nonemergency private ambulances that originate calls within the county shall be required to comply with the provisions of this Code of Ordinances, including the business license ordinance [chapter 16], and reporting requirements promulgated by the division.

(2) *Fire* - The fire division shall be responsible for providing countywide fire,-services, but not be limited to the following:

- (a) Coordination and supervision of the development and operation of a county fire service system in the unincorporated areas and participating municipalities; to include coordination, supervision, and monitoring or any of the fire duties which may be contracted out to third parties pursuant to contract or intergovernmental agreements;
- (b) Emergency communications;
- (c) Determine the Cause and Origin of fires;
- (d) The provision of assistance to the various units of the fire service in resolving technical problems;
- (e) Coordination of the management of all county fire service units;
- (f) Enforcement of county ordinance and the county fire prevention code;
- (g) Coordination of the emergency services department special response and rescue capabilities

(3) *Emergency Management Division* - The emergency management division shall be responsible for ensuring the complete and efficient utilization of all the county facilities to combat disaster from enemy attack, manmade or natural disaster; for directing the day-to-day operations of the office and coordinating the activities of county and city governments during a period of disaster. The department shall be empowered and required to coordinate with and render assistance to county and city officials in the development of plans for the use of all facilities, equipment,

manpower and other resources of the county and the municipalities existing within the county for the purpose of minimizing or preventing damage to persons or property in disaster situations. The department shall further direct the efforts of the county emergency management division in the implementation of the provisions of this subsection.

The emergency management division shall be the coordinating agency for all activity in connection with integrated emergency management; and it shall be the instrument through which the county government shall exercise its authority under the laws of this state during an attack against this county, its political subdivisions, or any part of the state, or during manmade or natural disasters. This subdivision will not relieve the county or any city department existing within the county of the normal responsibilities and/or authority given to it by general laws or local resolution or ordinance, nor will it limit the work of the American Red Cross or other volunteer agencies organized for relief in natural disaster.

As used in this subsection:

Attack shall mean a direct assault against the county, its political subdivisions, or any part of the state, by forces of a hostile nation, including assault by nuclear, chemical or biological warfare, espionage or sabotage.

County shall mean Richland County, including all municipalities and political subdivisions.

Emergency management shall have a broad meaning and shall include preparations against and relief from the effects of attack on the county, or any part of the state, by the forces of any enemy nation; and it shall also include such activity in connection with manmade or natural disaster as defined herein. It shall not include any activity that is the responsibility of the military forces of the United States.

Emergency management organization shall mean all county and municipal officials and employees of the county and municipalities, together with those volunteer forces enrolled to aid them during a disaster, and persons who may, by agreement or operation of law, be charged with duties incident to the protection of life and property in the county, city and towns during times of disaster.

Manmade disaster shall mean such disasters as those caused by hazardous material or radiation accidents or incidents and terrorist activities.

Natural disaster shall mean any condition seriously threatening public health, welfare, or security as a result of a severe fire, explosion, flood, tornado, hurricane, earthquake, or similar natural or accidental cause which is beyond the control of public or private agencies ordinarily responsible for the relief of such conditions.

Volunteer shall mean contributing service, equipment or facilities to the emergency preparedness organization without remuneration or without formal agreement or contract of hire. While engaged in such services, volunteer personnel shall have the same immunities as persons

and employees of the county performing similar duties.

- (a) The emergency management division shall maintain liaison with the state and federal authorities, and the authorities of other nearby political subdivisions, so as to ensure the most effective operation of the emergency plan. The duties shall include, but shall not be limited to, the following:
 - 1. Development and publication of emergency plans in conformity with state emergency plans for the immediate use of all of the facilities, equipment, manpower and other resources of the county for the purpose of minimizing or preventing damage to persons or property, and protecting and restoring to usefulness governmental services and public utilities necessary for the public health, safety, and welfare.
 - 2. Control and necessary recordkeeping for funds and property which may be made available from the federal, state, county and municipal governments.
 - 3. Submission of annual budget requirement to the state, federal and county governments.
 - 4. Signing such documents as are necessary in the administration of the county emergency preparedness program, to include project applications and billing for purchases under project applications.
 - 5. Coordination of the recruitment and training of the volunteer personnel and agencies to augment the personnel and facilities of the county emergency preparedness purposes.
 - 6. Through public information programs, education of the civil population as to the actions necessary and required for the protection of their persons and property in case of enemy attack or natural disaster.
 - 7. Conducting simulated disaster exercise and public practice alerts to ensure efficient operations of the emergency plans and to familiarize residents of the county and municipalities with civil defense regulations, procedures and operations.
 - 8. Coordination of the activity of all other public and private agencies engaged in any emergency preparedness programs.
 - 9. Negotiation with owners or persons in control of building or other property for the use of such buildings or property for emergency management purposes, and designating suitable buildings as public

fallout shelters.

10. Development of a community shelter plan.
 11. Assumption of such authority and conducting such activity as may be necessary to promote and execute the emergency operations plan.
- (b) The chairman of the county council shall be responsible for meeting the problems and dangers to the county and its municipalities and their residents resulting from disasters of any origin and may issue proclamation and regulations concerning disaster relief and related matters which during an emergency situation shall have the full force and effect of law.
 - (c) In accordance with annex K of the emergency plan, emergency shelters may be opened during an emergency and may be housed at schools, churches and other locations. The type and location of an emergency will determine which shelters will be opened. After shelters are opened, the public will be notified and given instructions through the public information officer.
 - (d) Notwithstanding any other provision of the law, authority in an emergency in the county shall be determined by the current County Code of Ordinance and the County Emergency Plan.
 - (e) A state of disaster may be declared by the chairman of the county council with the knowledge of officials of the affected municipalities if he determines that a disaster has occurred, or that the threat thereof is imminent, and extraordinary emergency measures are deemed necessary to cope with the existing or anticipated situation. Once declared, that state of emergency shall continue until terminated by the chairman of county council. All proclamations of a disaster issued pursuant to this section shall indicate the nature of the disaster, the area or areas affected, the conditions which required the proclamation of the disaster, and the conditions under which it will be terminated. In addition to any other powers conferred by law, the county and municipal governments may, under the provisions of this subsection:
 1. Suspend existing laws and regulations prescribing the procedures for conduct of county or municipal business if strict compliance with the provisions of any statutes, order, rule or regulation would in any way prevent, hinder or delay necessary action in coping with the emergency.
 2. Utilize all available resources of county and municipal government as reasonably necessary to cope with a disaster emergency.

3. Transfer the direction, personnel or functions of county and municipal departments and agencies or units thereof for purposes of facilitating or performing emergency services as necessary or desirable.
 4. Compel performance by government officials and employees of the duties and functions assigned in the county emergency plan.
 5. Contract, requisition and compensate for goods and services from private sources.
 6. Direct evacuations of all or part of the population from any stricken or threatened area within the county or municipality if such action is deemed necessary for preservation of life or other disaster mitigation, response or recovery.
 7. Prescribe routes, modes of transportation and destinations in connection with evacuations.
 8. Control ingress and egress to and from a disaster area, the movement of persons within the area and the occupancy of premises therein.
 9. Suspend or limit the sale, dispensing or transportation of alcoholic beverages, firearms, explosives and combustibles.
 10. Make provisions for the availability and use of temporary housing.
 11. Suspend or limit nonemergency activities and prohibit public assemblies.
 12. Implement curfews during declared disaster events.
- (f) All employees of departments, commissions, boards, institutions and other agencies of the county and municipalities who are designated as civil emergency forces shall cooperate with the emergency management division in the formulation of the county emergency plan shall comply with the requests of emergency management personnel when such requests are issued pursuant to the provisions of this subsection. County and city personnel shall include in such plans the restoration of governmental services and public utilities necessary for the health, safety and welfare of the general public.
- (g) All such civil emergency forces shall notify the director of emergency

services of conditions in the county or municipalities resulting from enemy attack or natural disaster, and they shall inform the director of any conditions threatening to reach the proportions of a natural disaster as defined herein.

- (h) County and municipal employees assigned to duty as part of the civil emergency forces pursuant to the provisions of this subsection shall retain all the rights, privileges and immunities of their employment and shall receive the compensation incident to that employment.
- (i) The director of emergency services may at any time make the appointment of volunteer citizens to augment personnel in the time of emergency. Such volunteer citizens may be enrolled as civil emergency volunteers in cooperation with the heads of the county or municipal department affected, and they shall be subject to the rules and regulations set forth by their department for such volunteers.
- (j) The director may appoint volunteer citizens or from the personnel of a civil emergency service for which the county or municipalities have no counterpart. He may also appoint volunteer citizens as public shelter managers, who, when directed by the director, shall open public shelters and take charge of all stocks of food, water and other supplies and equipment stored in the shelter; admit the public according to the community shelter plan; and take whatever control measures are necessary for the protection and safety of the occupants.
- (k) The director of emergency services may appoint and permit volunteers to operate privately owned vehicles to respond to disasters and emergencies using lights and sirens after first meeting the established rules and criteria promulgated by the emergency services department for volunteer privately owned vehicle response.
- l. The emergency services department public information officer shall serve as public information officer for the emergency management division.
- m. This subsection is an exercise by the county and city of their governmental authority for the protection of the public peace, health and safety; and county or municipal agents and representatives, or any individual, receiver firm, partnership, corporation, association, or trustee, or any of the agents thereof in good faith carrying out, complying with, or attempting to comply with any order, rule or regulation promulgated pursuant to the provisions of this subsection shall not be liable for any damage sustained by persons or property as a result of such activity.
- n. Any person owning or controlling real estate or other premises who voluntarily and without compensation grants the county the right to inspect,

designate and use the whole or any part or parts of such real estate or premises for the purpose of sheltering persons during an authorized civil emergency practice exercise shall not be civilly liable for the death of or injury to any person on or about such real estate or premises under such license, privilege or other permission, or for loss of or damage to the property of such person.

- o. It shall be unlawful for any persons to violate any of the provisions of this subsection or the regulations issued pursuant to the authority contained herein or willfully to obstruct, hinder or delay any member of the civil emergency organization in the enforcement of the provisions of this subsection or any regulation issued thereunder. Any violation of this subsection shall be considered as a misdemeanor and shall be punished by a fine of not more than five hundred dollars (\$500.00) or confinement of not more than thirty (30) days.

(4) *Hazardous Materials Division* - The hazardous materials division shall include, but not be limited to the location, identification, monitoring and/or control of all hazardous/toxic waste(s) existing in or transported through the county. Such control shall include the permitting and enforcement of all relevant codes and the coordination of effort with other county and public agencies assigned public safety responsibilities in the field of hazardous/ toxic wastes.

(5) *Emergency 911 Communications*

- (a) Funding for emergency 911 telephone system

It is the desire of Richland County Council to shorten the time and to simplify the methods required for a resident of Richland County to request and to receive emergency aid. It is the further intent of the County Council to provide funding by which to allow operation, maintenance and enhancements of E911 by levying a monthly charge of fifty (50) cents upon each local exchange access facility subscribed by telephone subscribers whose local exchange access lines are in the area served by or which would be served by the E911 service and/or system of Richland County. Wireless E911 fees will be levied as outlined in South Carolina Code of Laws Section 23-47-50.

- (b) E911 Service fee, billing and collection.

- (1) The E911 Service Fee shall include charges as may be required by the Service Suppliers and agreed upon by Richland County and such charges for support, planning, operation and current or future enhancements that are required by Richland County and outlined in South Carolina Code Sections 23-47-10 through 80.

- (2) A monthly charge shall be levied upon each local exchange access

facility subscribed to by telephone subscribers whose local exchange access lines are in the area served by or which would be served by the 911 service and/or system of the jurisdiction of the county as provided for in this section, in amounts permitted by the State of South Carolina, provided that the amount of such levy shall be set forth precisely in each annual, or supplemental budget ordinance as appropriate, together with a provision providing that such charges were tax enforceable under South Carolina Code 23-47-50(B). Said E911 Service Fee rate shall include funding for only such expenses and costs as are authorized under provisions of South Carolina Code Section 23-47-40(A)(B), and (D) as amended from time to time, as may be approved by the Richland County Council attendant to the normal adoption of the County's Ordinary and Capital Budgets. Said budget shall clearly delineate the estimated E911 Service Fee revenue and the associated expense, and sources of revenue and authorized expenses from sources other than the E911 Service Fee, by budget account and line item.

- (3) The E911 Service Fee shall be uniform and not vary according to the type of local Exchange access.
- (4) Coin operated telephones are toll free 911 calls, but certain locations, such as detention centers or institutions may be denied access to 911 at the discretion of the emergency services director. Other coin operated telephones where it can be clearly justified as not being in the public interest to continue or have access to 911 may also be denied such access.
- (5) Service Suppliers shall remit to Richland County E911 Service Fee Collections within 45 calendar days following the end of the month of collections of such funds and, upon receipt of a monthly bill from the Service Supplier, Richland County will remit payment.
- (6) An audit and budget reconciliation shall be conducted annually. The audit shall comply with the requirements of the South Carolina Code Section 23-47-50(E).

(c) Accounting and management.

- (1) As provided in South Carolina Code Section 23-47-50(C), Richland County is responsible for the collection of delinquent accounts having access to the E911 system. The emergency services director and finance director shall cause procedures to be established with the Service Supplier and shall forward such information to the appropriate authority for collection procedures.

- (2) The emergency services director is responsible within Richland County for the administration of this section and South Carolina Code Sections 23-47-10 through 80.
- (d) Addressing and road name. All road naming activity shall be coordinated with the public works department, the planning division of the Community Planning and Development Department and if applicable the City of Columbia. Public safety is of the highest priority and road names contribute significantly to the efficiency of the emergency response system.
- (e) It shall be a violation for any person to misuse or abuse the 911 system or to make a false 911 call. Any person in violation of this section shall be subject to the penalties set forth in (f).
- (e)(f) Penalties. Any person who shall violate any provision of this section, including the provisions of South Carolina Code Title 23, Chapter 47, shall be guilty of a misdemeanor and, upon conviction of such offense, shall be fined not more than five hundred dollars (\$500.00) or imprisoned for not more than thirty (30) days, and in addition, shall pay all costs and expenses involved in the case. Each and every day or portion thereof during which any violation continues shall be considered a separate offense.

DIVISION 6. FINANCE

Sec. 2-139. Creation; director.

There is hereby created the finance department and the position of director of finance, who shall be responsible to the county administrator and who shall direct and coordinate the operations and activities of the department. The department shall be responsible for all facets of finance administration including budget preparation and budgetary control, accounting, financial reporting, and other related financial/fiscal activities. It shall be responsible also for insurance; payroll and leave administration; and, in cooperation with the department of human resources, shall be responsible for development and implementation of a personnel data and information management system; and such other responsibilities as may be assigned by the county administrator.

Sec. 2-140. Qualifications of director; selection.

The director of finance shall possess the education, training and experiences that are commensurate with the industry standards for this position.

Sec. 2-141. Responsibilities; powers; duties.

The director of finance shall be the chief administrative finance officer of the county, responsible to the county administrator for the performance of his/her duties and responsibilities which shall be to:

- (1) Direct the finance department and supervise its staff and activities;
- (2) Approve all warrants issued by officers of the county and draw drafts in payment thereof;
- (3) Maintain current accounts of all county budget expenditures and make periodic reports thereon as required by the county administrator;
- (4) Maintain a current inventory of all county property, real and personal; and collect and account for all income from rental or sale of same;
- (5) Receive all requests from county offices and agencies in excess of budget allowances, and prepare recommendations for the county administrator to submit to the council for consideration thereof;
- (6) Obtain and supervise contracting and payments for all insurance on county property, including liability and related insurance;
- (7) Cooperate with the county council, treasurer, attorney and other officers concerned in the preparation and sale of all county bond issues and other long-term financial transactions;
- (8) Cooperate with the county auditor, treasurer and other county officers in securing annual and special audits of all county accounts as required by law or directed by council; and
- (9) Serve as the trust officer of the county and be granted authority to sign necessary documents and create accounts for the proper maintenance of such funds, provided that such procedures shall be approved by the county administrator.

Sec. 2-142. Departmental Divisions.

The finance department shall include the following divisions:

(1) *Accounting* – There is hereby created the division of accounting and the position of accounting manager, who shall be responsible to the finance director to prepare annual financial statements and other financial reports as required or requested by federal and state agencies, County Council, Administration, or financial markets.

(2) *Procurement* - There is hereby created the division of procurement and the position of procurement manager. The procurement manager shall be a person with education, training and/or experience in purchasing, contract administration, and

inventory. The division of procurement shall be responsible for the following:

- (a) Purchasing all supplies, materials, equipment, and contractual services required by county agencies and performing the purchasing-related functions required of the director of procurement herein;
- (b) Negotiating contracts for professional services and submitting them for approval and award as provided herein;
- (c) Using standard specifications wherever they are applicable to purchase orders and contracts and ensuring compliance with such specifications through adequate inspection of deliveries;
- (d) Transferring between agencies, supplies, materials and equipment which are no longer needed by a holding agency but which can be used by the receiving agency;
- (e) Exchanging, trading in or selling those supplies, materials and equipment which are surplus, obsolete or unused and which are found by the county administrator not to be required for public use;
- (f) Developing, with the approval of the county attorney as to legal sufficiency, standard forms and conditions for invitations to bid, requests for proposals, purchase orders, and contracts; developing and prescribing the use by agencies of other forms required in carrying out the provisions of this article; and amending or eliminating any such forms;
- (g) Upon request of the council, and subject to its approval of each transaction, performing all delegable functions in connection with acquisition and disposal of real property;
- (h) Acting as the procurement, purchasing and contracting agent for all officers, offices and agencies of the county, subject to regulations promulgated by the council and approval authority of the director of finance;
- (i) Establishing and maintaining a central purchasing warehousing and supply system for all county offices and agencies, providing for requisition of materials and supplies by county offices and agencies authorized by the council;
- (j) Placing, with a newspaper to be determined pursuant to the requirements of Chapter 2, Article X, "Purchasing," of this Code, all requests for advertising by a county agency or department. Any agency or department requiring advertisement shall prepare the advertisement and present same to the division of procurement for the purposes of processing

it for publication. The division of procurement shall have the responsibility of determining the most practical and least costly medium of advertising. In connection with this subsection, the office of procurement shall provide each county agency and department a schedule of processing time allowance so that the requesting agency or department will be assured of the actual date of publication of the advertisement. However, any advertising which is not paid for with county funds, or for which the county is reimbursed by a private individual or company, may be exempt from the provisions of this subsection;

(k) Other duties as directed by the director of finance or county administrator.

DIVISION 7. HUMAN RESOURCES

Sec. 2-143. Creation; director.

The department of human resource services is hereby created and shall be responsible for the development and implementation of a modern human resources program. The human resources department shall be managed by the director of human resource services who shall be responsible also for the following human resources functions: classification and compensation, benefits, records management, wellness, leaves, retiree services, employment, training, employee relations/civility and inclusion, performance management, recruiting and retention, communication, audits and compliance, budget, guidelines and handbook, ADA and Title VI, human resources information system, and such other responsibilities as may be assigned by the county administrator. The director of the human resource services department shall be bonded to the county in an appropriate amount for the faithful performance of the duties as such officer.

Sec. 2-144. Qualifications of director; selection.

The director of human resources shall possess the education, training, and experiences that are commensurate with the industry standards for this position.

Sec. 2-145. Responsibilities; powers; duties.

The duties and responsibilities of the director of human resources shall be:

- (1) To serve as personnel director and, as such to plan, organize, direct and coordinate the personnel program of the county;
- (2) To formulate and recommend operating policies and procedures to the county administrator for the effective administration of the county's human resources program to ensure the County is in compliance with all local, state, and federal labor laws and regulations;;

- (3) To be responsible for the coordination of all programs, activities, services and facilities throughout the County in order to accomplish the implementation of and compliance with the Americans with Disabilities Act (ADA);
- (4) To perform such other related work as may be required and as assigned by the county administrator..

Sec. 2-146. Departmental Divisions.

The human resource services department shall include the following divisions:

- (1) Total Rewards– This division shall manage Total Rewards for the Human Resource Services Department.
- (2) Employee Development – This division shall manage Employee Development for the Human Resource Services Department.
- (3) Compliance and Audits - This division shall manage Compliance and Audits for the Human Resource Services Department.

The human resource services department shall be responsible for the following human resources functions:

- Classification and Compensation
- Benefits
- Records Management
- Wellness
- Leaves
- Retiree Services
- Employment
- Training
- Employee Relations / Civility and Inclusion
- Performance Management
- Recruiting and Retention
- Communications
- Audits and Compliance
- Budget
- Guidelines and Handbook
- ADA and Title VI
- Human Resources Information System

DIVISION 8. INFORMATION TECHNOLOGY

Sec. 2-147. Creation; director.

There is hereby created the information technology department and the position of director of information technology, who shall be responsible to the county administrator and who shall direct and coordinate the operations and activities of the department. The director shall be appointed by the county administrator, with the term of office being at the pleasure of the county administrator. The department shall be responsible for providing the technological vision and leadership to deploy the appropriate technology that will contribute towards an enriched community and providing timely, efficient, effective, and proactive technology support to the employees of Richland County.

Sec. 2-148. Qualifications of director; selection.

The director of information technology shall be the chief information officer and shall possess the education, training, and experiences that are commensurate with the industry standards for this position.

Sec. 2-149. Departmental Divisions.

The information technology department shall include the following divisions:

- (1) Network & Telecommunications – This division shall ensure a secure and fully resilient technical environment that supports all of the county’s software, hardware, mobile, and cloud technologies, as well as future technologies. The division shall be responsible for the telecommunication system(s) serving the entire organization, including wired and wireless, Voice over Internet Protocol phone system, cell phones, data lines, cabling, and the county’s tower at Fort Jackson. The division is also responsible for mission critical cybersecurity. The division shall propose new or amended county policies as needed to ensure that the county responds to new threats and / or opportunities. The division shall also partner with other local / state agencies and private industry to expand broadband to citizens in Richland County.
- (2) Business Systems – This division shall provide proactive, realistic, and fiscally sound solutions to short, middle and long-range business goals whenever application software and / or project management can facilitate. The division shall develop new business software, oversee vendor software, perform feasibility studies and research, confer with departments to identify business needs and desired outcomes, perform business analysis, project management, quality assurance / quality control, and application training. The division will prepare procurement solicitations for new vendor systems and oversee implementation projects from start to finish. The division shall oversee and support all business software, from small one-department systems, to enterprise-wide software systems. The division also provides a county-wide training program for all county employees on various software tools to enhance productivity and on cybersecurity best practices. The division shall also manage the county website’s technical platform.

DIVISION 9. OPERATIONAL SERVICES

Sec. 2-150. Creation; director.

There is hereby created the operational services department and the position of director of operational services, who shall be responsible to the county administrator and who shall direct and coordinate the operations and activities of the department. The operational services department shall be responsible to administer the internal or housekeeping needs of the county government. It shall be responsible for the maintenance, custody and security of the entire physical plant and all of the operational services required to keep the plant and all equipment at an acceptable level of operation and usability. The office shall be managed by the director of operational services and shall be responsible also for coordinating a program of records management through the county archivist, and for such other responsibilities as may be assigned by the county administrator. The director of operational services shall be bonded to the county in an appropriate amount for the faithful performance of the duties as such officer.

Sec. 2-151. Qualifications of director; selection.

The director of operational services shall possess the education, training, and experiences that are commensurate with the industry standards for this position

Sec. 2-152. Responsibilities; powers; duties.

The duties and responsibilities of the director of operational services shall be:

- (1) To develop and implement a comprehensive program of maintenance, custody and security for the county's physical plant, including all buildings and facilities owned and operated by the county government;
- (2) To formulate and submit to the county administrator recommendations for continued improvement and effective utilization of the county's physical plant;
- (3) To establish a working relationship and liaison with all department and agency heads relative to their specific operational and/or space office requirements and needs;
- (4) To provide assistance for all county departments and agencies to obtain auxiliary and/or housekeeping support and services;
- (5) To coordinate through the county archivist, a program of records management designed to serve all county departments and agencies; and
- (6) To perform such other related work as may be required and so assigned by the county administrator.

Sec. 2-153. Departmental Divisions.

The operational services department shall include the following divisions:

- (1) Facilities and Grounds – This division shall perform routine maintenance on Richland County owned facilities and grounds.
- (2) Central Services –This division shall manage and operate the Richland County mailing services.

DIVISION 10. PUBLIC WORKS

Sec. 2-154. Creation; director.

There is hereby created the public works department and the position of director of public works, who shall be responsible to the county administrator and who shall direct and coordinate the operations and activities of the department. The director shall be appointed by the county administrator, and his/her term of office shall be at the pleasure of the county administrator.

Sec. 2-155. Qualifications of director; selection.

The director of public works possess the education, training, and experiences that are commensurate with the industry standards for this position

Sec. 2-156. Responsibilities; powers; duties.

The director of public works shall be responsible for the custody, security and maintenance of public works and physical infrastructure of the county and shall be responsible to and under the supervision of the county administrator in the performance of his/her duties.

Sec. 2-157. Departmental Divisions.

The public works department shall include the following divisions:

- (1) *Administration* – This division shall coordinate all department-level administrative support, including personnel management, safety, training, standardization, finance, budget, payroll, material management, and procurement.
- (2) *Engineering* – This division, which shall be managed by a registered professional engineer, shall manage and provide engineering services in support of county operations and infrastructure development, including the management and coordination of capital improvement projects and public works related geographic information services (GIS).
- (3) *Stormwater Management* – This division shall provide stormwater management services in support of positive public drainage, “receiving water” quality, and

environmental compliance with prevailing Federal, State and Local regulations.

- (4) *Roads and Drainage Maintenance* – This division shall maintain and improve the county road maintenance network and county drainage infrastructure.
- (5) *Airport* – This division shall manage the Jim Hamilton – LB Owens Airport (CUB) operations, maintenance, and administration.
- (6) *Solid Waste & Recycling* – This division shall provide residential collection of municipal solid waste (MSW) and recyclable materials within the unincorporated county, provide limited construction & demolition (C&D) landfill services, manage the Solid Waste stream within the county, and promote cost-effective recycling.
- (7) *Special Services* – This division shall be responsible for:
 - a. Effectively managing a labor pool of community service and inmate labor personnel in support of county operations, such as picking up trash along the road right of ways and beautifying the community through a clean sweep program; and
 - b. Helping communities become self-sufficient through sponsoring community cleanups; and
 - c. Holding community forums to address participants’ questions about the clean sweep program and neighborhood cleanups.
- (8) *Fleet Management* – This division shall be responsible for the fleet management program and management of the Vehicle Replacement Plan. The program shall work to manage Richland County’s fleet, including managing and/or facilitating the procurement, selection, assignment, reassignment, transfer, maintenance, repair, replacement, and disposal of vehicles and motorized equipment.

DIVISION 11. TRANSPORTATION PENNY

Sec. 2-158. Creation; director.

There is hereby created the transportation penny department and the position of director of the transportation penny department, who shall be responsible to the county administrator and who shall direct and coordinate the operations and activities of the department. The director shall be appointed by the county administrator, and his/her term of office shall be at the pleasure of the county administrator. The transportation penny department shall manage all items of the Transportation Penny Program approved by voters in November 2012.

Sec. 2-159. Qualifications of director; selection.

The director of the transportation penny department shall possess the education, training, and experiences that are commensurate with the industry standards for this position.

Sec. 2-160. Responsibilities; powers; duties.

The duties and responsibilities of the director of the transportation penny department shall be:

- (1) To develop and implement the Richland County Transportation Program
- (2) Serve as the liaison with the South Carolina Department of Transportation on all joint transportation projects
- (3) Coordinates all transportation projects with the Central Midlands Council of Governments
- (4) Oversees design and construction of all transportation projects
- (5) Coordinate and manage the distribution of transportation program information to the Transportation Advisory Committee
- (6) Study and pursue outside funding sources for the Richland County Transportation Program

DIVISION 12. UTILITIES

Sec. 2-161. Creation; director.

There is hereby created the department of utilities and the position of director of utilities, who shall be responsible to the county administrator and who shall direct and coordinate the operations and activities of the department. The director shall be appointed by the county administrator, and his/her term of office shall be at the pleasure of the county administrator.

Sec. 2-162. Qualifications of director; selection.

The director of utilities shall possess the education, training, and experiences that are commensurate with the industry standards for this position

Sec. 2-163. Responsibilities; powers; duties.

The utilities department shall be responsible for enforcing all the provisions of Chapter 24, Utilities, and Chapter 24.5, Special Sewer Assessment Districts, of the Richland County Code of Ordinances.

Sec. 2-164. Departmental Divisions.

The utilities department shall include the following divisions:

- (1) *Administration* – This division shall coordinate all department level administrative support, including personnel management, standardization, finance, budget, payroll, material management and procurement.
- (2) *Operations* – This division shall provide professional operation of county water and wastewater treatment facilities, laboratory facilities and shall administer provisions of the county’s pre-treatment program.
- (3) *Maintenance* – This division shall manage, maintain, and improve all county utility systems, including facilities, grounds, water and sewer lines and associated apparatus.
- (4) *Engineering* - This division shall provide engineering services in support of county utility operations and infrastructure development, including the management and coordination of capital improvement projects funded by both public and private sources. Also develops and maintains the department mapping and geographic information system.

SECTION IV. The Richland County Code of Ordinances, Chapter 21, Roads, Highways, and Bridges; Article I, In General; is hereby amended by the addition of the following sections and amendment of reserved sections:

Sec. 21-25. Use of county equipment by private parties and during public emergencies.

- (a) Use and operation of county equipment. Only authorized employees of the county shall be allowed to use and operate equipment owned by the county. No such equipment may be used at any time on private property or for private purposes except for public emergencies as hereinafter defined and as duly authorized by the director of public works and/or the county administrator.
- (b) Public emergency. A public emergency is hereby defined as a flood (as defined under Section 26-22 of this Code of Ordinances), earthquake, tornado, hurricane, plane crash, train wreck, vehicular wrecks involving five (5) or more vehicles and/or ten (10) or more persons, fires and other occurrences, natural or man-made, where the public health is threatened or the potential of extensive damage to private property exists and immediate, emergency steps are necessary to protect life, health, the environment, and prevent substantial property loss.
- (c) Records. In the event of such public emergency, the department of public works must, as soon thereafter as possible, make a record of the nature of the emergency, the property and/or owner involved, the operator of the equipment, the names of county employees utilized, the date(s) thereof, and the man-hours involved.
- (d) Reimbursement. The director of public works and/or the county administrator may apply for reimbursement for the services rendered by county employees and equipment

where the private party either had or has insurance available for such services or where federal or state funds are available, such as disaster aid.

(e) Violation. The failure to comply with this section shall be grounds for suspension, removal or termination.

21-26. Burial of paupers and cremains.

The public works department shall bury paupers at a site designated for that purpose when directed to do so by the county administrator. Further, cremains originating from medical schools may be buried within the county cemetery by appropriately authorized personnel of such schools. Medical schools wishing to enter into these arrangements shall provide a list of names of authorized personnel and shall execute appropriate releases and hold-harmless agreements prior to any burials.

Secs. 21-27--21-33. Reserved.

SECTION V. The Richland County Code of Ordinances, Chapter 1, General Provisions; is hereby amended by the addition of the following section:

Sec. 1-17. Home Detention Program.

(a) *Purpose.* The purpose of this section is to provide for a pilot Home Detention Program in Richland County as an alternative to confinement in the Alvin S. Glenn Detention Center, in accordance with the Home Detention Act of 1990 (S.C. Code 1976, § 24-13-1510 et seq, as amended).

(b) *Home Detention Program provided.* Pursuant to S.C. Code 1976, § 24-13-1530, electronic and nonelectronic home detention programs may be used by the magistrates of Richland County as an alternative to incarceration for low risk, nonviolent adult and juvenile offenders, as selected by the court. Applications for home detention by persons who are awaiting trial or by offenders whose sentences do not place them in the custody of the Department of Corrections may hereafter be made to the magistrates of Richland County as an alternative to incarceration. The county's home detention program shall comply with all applicable state and local laws and regulations, including S.C. Code 1976, § 24-13-1510 et seq.

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

SECTION VIII. Effective Date. This ordinance shall be effective from and after _____, 2019.

RICHLAND COUNTY COUNCIL

BY: _____
Paul Livingston, Chair

Attest this _____ day of _____, 2019.

Kimberly Williams-Roberts
Clerk to Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

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

Richland County Council Request for Action

Subject:

I move that Richland County Council pass a resolution urging the South Carolina State Legislature to pass the Equal Rights Amendment, making it the final state required to ratify the Amendment [TERRACIO]

Notes:

March 26, 2019 – The Committee recommended Council adopt the resolution urging the Legislature to pass the Equal Rights Amendment

A RESOLUTION

URGING THE STATE OF SOUTH CAROLINA LEGISLATURE TO SUPPORT PASSAGE OF THE
EQUAL RIGHTS AMENDMENT

WHEREAS, Richland County supports equal rights for all of its residents; and,

WHEREAS, key protection and equality laws can be misinterpreted with need for expensive and delayed adjudication, or repealed or reduced by a majority of the federal and state legislature; and,

WHEREAS, thirty-seven of the required thirty-eight state legislatures have ratified the Equal Rights Amendment to the United States Constitution, that reads

Equality of rights under the law shall not be denied or abridged by the United States or by any State on account of sex; and,

WHEREAS, South Carolina has not ratified the Equal Rights Amendment; and,

WHEREAS, bills have been pre-filed in the South Carolina House of Representatives urgent the South Carolina Legislature to pass the Equal Rights Amendment, and additional bills may be filed in the first regular session of the 123rd South Carolina General Assembly, intended to bring an Amendment ratification vote to the floors of the Senate and House of Representatives;

NOW THEREFORE BE IT RESOLVED BY RICHLAND COUNTY COUNCIL IN COUNCIL ASSEMBLED THAT RICHLAND COUNTY ENCOURAGES AND SUPPORTS THE TIMELY PASSAGE BY THE SOUTH CAROLINA LEGISLATURE OF THE EQUAL RIGHTS AMENDMENT TO THE UNITED STATES CONSTITUTION, MAKING SOUTH CAROLINA THE FINAL STATE REQUIRED TO RATIFY THE AMENDMENT.

DONE this _____ day of March, 2019

Paul Livingston, Chair

Kimberly Williams-Roberts, Clerk of Council

'Article--

'Section 1. Equality of rights under the law shall not be denied or abridged by the United States or by any State on account of sex.

'Section 2. The Congress shall have the power to enforce, by appropriate legislation, the provisions of this article.

'Section 3. This article shall take effect 2 years after the date of ratification.'

Richland County Council Request for Action

Subject:

An Ordinance Consenting to the conversion of an existing lease purchase agreement between Richland County (the "County") and Mars Petcare US, Inc., f/k/a Kal Kan Foods, Inc. (the "Company") to a fee in lieu of tax agreement pursuant to Title 12, Chapter 44, South Carolina Code, 1976, as amended; authorizing the execution and delivery of a fee in lieu of tax (conversion) agreement by and between the County and the Company; authorizing the reconveyance by the County to the Company of the property subject to such lease purchase agreement and other related

Notes:

First Reading:

Second Reading:

Third Reading:

Public Hearing:

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

AN ORDINANCE CONSENTING TO THE CONVERSION OF AN EXISTING LEASE PURCHASE AGREEMENT BETWEEN RICHLAND COUNTY (THE “COUNTY”) AND MARS PETCARE US, INC., F/K/A KAL KAN FOODS, INC. (THE “COMPANY”) TO A FEE IN LIEU OF TAX AGREEMENT PURSUANT TO TITLE 12, CHAPTER 44, SOUTH CAROLINA CODE, 1976, AS AMENDED; AUTHORIZING THE EXECUTION AND DELIVERY OF A FEE IN LIEU OF TAX (CONVERSION) AGREEMENT BY AND BETWEEN THE COUNTY AND THE COMPANY; AUTHORIZING THE RECONVEYANCE BY THE COUNTY TO THE COMPANY OF THE PROPERTY SUBJECT TO SUCH LEASE PURCHASE AGREEMENT; AND OTHER RELATED

WHEREAS, pursuant to Title 4, Chapter 12 of the Code, Richland County, South Carolina (“County”), acting by and through its County Council (“County Council”), previously entered into a Lease Purchase Agreement dated as of October 7, 1998, with Kal Kan Foods, Inc., a Delaware corporation (“Kal Kan”), as amended by that certain First Amendment to the Lease Purchase Agreement, dated as of December 4, 2018 (as further amended, modified and supplemented from time to time, the “Lease Agreement”) for the purpose of inducing investment in the County through the provision of certain fee in lieu of tax benefits hereunder; and

WHEREAS, Mars Petcare US, Inc., a Delaware corporation (the “Company”), is the successor in interest to Kal Kan under the Lease Agreement; and

WHEREAS, Title 12, Chapter 44, Code of Laws of South Carolina, 1976, as amended (“FILOT Act”), allows the Company, with the consent of the County, to convert the Lease Agreement to a simplified fee in lieu of tax arrangement under the FILOT Act and, in so converting, to cause any property subject to the Lease Agreement (collectively, the “Project”) to be automatically considered economic development property, as defined in Section 12-44-30(7) of the FILOT Act; and

WHEREAS, pursuant to the authority of Section 4-1-170 of the Code of Laws of South Carolina, 1976, as amended and Article VIII, Section 13 of the South Carolina Constitution, the County has previously located the Project in the multicounty park jointly developed with Fairfield County, South Carolina (“Park”); and

WHEREAS, the Company has requested the County enter into a Fee in Lieu of Tax (Conversion) Agreement (the “Conversion Agreement”), the form of which is attached as Exhibit A, with respect to the Project the terms of which include: (i) the conversion of the Lease Agreement into a fee in lieu of tax agreement under the FILOT Act; (ii) the continuation, under the Conversion Agreement, of the same fee payments required of the Company under the Lease Agreement for the same time required under the Lease Agreement; (iii) the minimum investment requirements of the Lease Agreement; (iv) appropriate agreements and amendments to continue the provisions and limitations of the Lease Agreement; and (v) the reconveyance to the Company of the property constituting the Project currently subject to the Lease Agreement, to be treated as economic development property (as defined by the FILOT Act) under the Conversion Agreement.

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

Section 1. Statutory Findings. The Company has provided notice of its election to transfer the Project from the arrange provided by Lease Agreement to the fee arrangement provided under the

Conversion Agreement. The County consents to such transfer pursuant to Section 12-44-170 of the FILOT Act.

Section 2. *Authorization to Execute and Deliver Conversion Agreement.* The form, terms and provisions of the Conversion Agreement that is before this meeting are approved, and all of the Conversion Agreement's terms and conditions are incorporated in this Ordinance by reference. The Chair of County Council ("Chair") is authorized and directed to execute the Conversion Agreement in the name of and on behalf of the County, subject to the approval of any revisions or changes as are not materially adverse to the County by the County Administrator and counsel to the County, and the Clerk to County Council is hereby authorized and directed to attest the Conversion Agreement and to deliver the Conversion Agreement to the Company.

Section 3. *MCIP Ratification and Expansion.* The County acknowledges and ratifies the inclusion of the Project in the Park, and to the extent any portion of the Project is not included in the Park, the County authorizes and approves the expansion of the Park boundaries to include the Project. The Chair, the County Administrator and the Clerk to County Council are each authorized to execute such documents and take such further actions as may be necessary to complete the expansion of the Park boundaries. Pursuant to the terms of the agreement governing the Park ("Park Agreement"), any necessary expansion of the Park's boundaries or amendment to the Park Agreement to include the Project in the Park is complete on adoption of this Ordinance by County Council and delivery of written notice to Fairfield County of the inclusion of the Project in the Park.

Section 4. *Further Assurances.* The County Council confirms the authority of the Chair, the County Administrator, the Director of Economic Development, the Clerk to County Council and various other County officials and staff, acting at the direction of the Chair, the County Administrator, the Director of Economic Development or Clerk to County Council, as appropriate, to take whatever further action and to negotiate, execute and deliver whatever further documents as may be appropriate to effect the intent of this Ordinance and the incentives offered to the Sponsor under this Ordinance and the Conversion Agreement.

Section 5. *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 6. *General Repealer.* Any prior ordinance, resolution, or order, the terms of which are in conflict with this Ordinance, is, only to the extent of that conflict, repealed.

Section 7. *Effectiveness.* This Ordinance is effective after its third reading and public hearing.

RICHLAND COUNTY, SOUTH CAROLINA

Paul Livingston
Chair, Richland County Council

(SEAL)

ATTEST:

Kimberly Williams-Roberts
Clerk of Council, Richland County Council

First Reading: April 2, 2019
Second Reading:
Public Hearing:
Third Reading:

EXHIBIT A

FORM OF CONVERSION AGREEMENT

[ATTACHED]

FEE IN LIEU OF TAX (CONVERSION) AGREEMENT

by and between

MARS PETCARE US, INC.
a Delaware corporation

and

RICHLAND COUNTY, SOUTH CAROLINA

Dated as of _____, 2019
(as a conversion under Title 12, Chapter 44, Code of
Laws of South Carolina 1976, as amended, of a Lease
Purchase Agreement dated as of October 7, 1998, by
and between Richland County, South Carolina and
Kal Kan Foods, Inc., the predecessor in interest to
Mars Petcare US, Inc.)

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FEE IN LIEU OF TAX (CONVERSION) AGREEMENT

THIS FEE IN LIEU OF TAX (CONVERSION) AGREEMENT (this “Agreement”) is made and entered into as of _____, 2019, by and between MARS PETCARE US, INC., a Delaware corporation (the “Company”), and RICHLAND COUNTY, SOUTH CAROLINA, a body politic and corporate and a political subdivision of the State of South Carolina (the “County”). This Agreement is entered into by the parties pursuant to Section 12-44-170 of the Code of Laws of South Carolina 1976, as amended, as a conversion of that certain Lease Purchase Agreement dated as of October 7, 1998, by and between the County and Kal Kan Foods, Inc., the Company’s predecessor in interest.

WITNESSETH:

WHEREAS, pursuant to the provisions of Section 4-12-30 of the Code, the County previously entered into that certain Lease Purchase Agreement dated as of October 7, 1998, by and between the County and Kal Kan Foods, Inc. (the Company’s predecessor in interest), as amended by that certain First Amendment to Lease Purchase Agreement, dated as of December 4, 2018, by and among the County and the Company (as further amended, modified and supplemented from time to time, the “Lease Agreement”), for purposes of providing a fee in lieu of tax incentive to the Company with respect to investment by the Company in pet food manufacturing machinery, apparatus, equipment and improvements deemed by the Company to be necessary, suitable or useful for the Company’s operations in the County (collectively, the “Project”), which investment was completed during the “Project Period” set forth in the Lease Agreement; and

WHEREAS, pursuant to Section 12-44-170, Code of Laws of South Carolina 1976, as amended, the Company made the legally required minimum investment in the Project during the Project Period to qualify for negotiated fee in lieu of tax treatment under Section 4-12-30(B)(3) of the Code and under Title 12, Chapter 44 of the Code (the “Act”); and

WHEREAS, the Company has notified the County of its election to convert the Lease Agreement to a simplified fee in lieu of tax agreement to be governed by the provisions of the Act, containing the same material provisions as the Lease Agreement in respect of fee in lieu of tax payments, term of the arrangement and other payment or investment obligations of the Company; and

WHEREAS, the County, pursuant to ordinance of Richland County Council enacted _____, 2019 (the “Ordinance”), has consented, among other things, to the conversion of the Lease Agreement to a simplified fee in lieu of tax agreement pursuant to the Act; and

WHEREAS, the parties desire to: (i) enter into this Agreement to provide for the conversion of the Lease Agreement to a simplified fee in lieu of tax arrangement under the Act; and (ii) have this Agreement fully replace all provisions of the Lease Agreement and take effect upon the conveyance by the County to the Company of all portions of the Project currently titled in the name of the County under the Lease Agreement, upon payment by the Company of the purchase price therefor as prescribed in the Lease Agreement and the satisfaction of certain other conditions set forth herein; and

WHEREAS, upon the consummation of the conveyance referred to in the preceding paragraph, this Agreement shall supersede the provisions of the Lease Agreement and, at such time, the Lease Agreement shall be deemed terminated (except for those provisions thereof expressly stated to survive termination); 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 to the extent that, and so long as, the

Company provides the County with copies of all filings and reports required to be made by the Company under the Act;

NOW, THEREFORE, FOR AND IN CONSIDERATION OF the respective representations and agreements hereinafter contained and other value given and delivered, the parties hereto 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.

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

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

“**Administration Expenses**” shall mean the reasonable and necessary expenses incurred by the County with respect to the negotiation and approval of this Agreement, including without limitation reasonable attorney fees; provided, however, that no such expense shall be considered an Administration Expense until the County has furnished to the Company a statement in writing indicating the amount of such expense and the reason it has been or will be incurred; and provided, further, that the Company’s obligation to reimburse the County for Administrative Expenses shall be subject to the limitations set forth 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 have the meaning set forth in the introductory paragraph hereto, and shall include any surviving, resulting or transferee entity in any merger, consolidation or transfer of assets permitted hereunder; or any other Person which may succeed to the rights and duties of the Company hereunder in accordance with all applicable provisions hereof. References to “Company” shall be deemed to include the Company’s predecessors in interest, including Kal Kan Foods, Inc.

“**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 Administrator**” shall mean the Richland County Administrator or acting interim, or the holder of any successor position.

“**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 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.

“**Documents**” shall mean, collectively, this Agreement, the Ordinance and any other documentation executed in connection therewith, including, but not limited to, any bills of sale conveying any portion of the Project to the Company.

“**Equipment**” shall mean the machinery, apparatus, and equipment acquired, constructed and installed in the Company’s facilities pursuant to the Lease Agreement during the Project Period.

“**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 or acquired by the Company or an affiliate and intended and qualified to be included as a part of the Project.

“**Lease Agreement**” shall have the meaning set forth in the recitals hereto.

“**Ordinance**” shall have the meaning set forth in the recitals hereto.

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

“**Project**” shall mean: (i) the Equipment; (ii) the Replacement Property; and (iii) 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, a rate of 262.6 mills.

“**Project Period**” shall mean the period during which the Company could make investments for the construction and acquisition of the Project that would be eligible for the fee in lieu of tax incentives provided pursuant to the Lease Agreement and this Agreement.

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

“**Sponsor Affiliate**” shall mean an entity whose investment with respect to the Project will qualify for FILOT payments pursuant to **Section 8.02** hereof and Section 12-44-130 of the Act.

“**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 Act, as amended or supplemented from time to time, and any successor provisions under the laws of the State.

Section 1.02 References to Agreement.

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

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 Act to enter into the transactions contemplated by the Documents and to carry out its obligations thereunder. The County has been duly authorized to execute and deliver the Documents, all for the purpose of promoting economic development and developing the trade, and utilizing and employing the workforce, agricultural products and natural resources of the State.

(b) 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 the Documents or adversely affect their validity or enforceability; to the best of its knowledge, the authorization, execution and delivery of the Documents, and the performance by the County of its obligations thereunder, 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, or any material agreement, mortgage, lease or other instrument to which the County is subject or by which it is bound.

(c) 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, wherein an unfavorable decision, ruling or finding may or would adversely affect the County or the consummation of the transactions described in the Documents.

(d) All consents, authorizations and approvals required on the part of the County in connection with the execution, delivery and performance by the County of the transactions described in the Documents have been obtained and remain in full force and effect as of the date hereof.

(e) The County has caused the Project to be located and identified in a joint county industrial and business park, pursuant to Article VIII, Section 13 of the South Carolina Constitution and Section 4-1-

170 of the Code. The County shall use its best efforts to cause the Project to remain located in such park or any other joint county industrial and business park established pursuant to such provisions of the South Carolina Constitution and the Code, or any successor provisions, for the term of this Agreement.

Section 2.02 Representations and Covenants by 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 Delaware and is duly authorized to conduct its business in 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) The Company's current tax year for federal income tax purposes ends December 28, 2019.

(c) Neither the execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, nor the fulfillment 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 agreement or instrument to which the Company is party or by which it is bound, or will constitute a default in any material respect 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 which material restricts the Company's ability to make any payments hereunder, other than as may be created or permitted by this Agreement.

(d) The Company is operating and intends to continue to operate the Project for purposes permitted under the Act as it may deem appropriate.

(e) No actions, suits, proceedings, inquiries or investigations are pending or threatened against or affecting it 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 the Documents or which would materially adversely affect the validity or enforceability of the Documents and which is used or contemplated for use in the consummation of the transactions contemplated thereby.

ARTICLE III

ACQUISITION OF PROJECT

Section 3.01 Acquisition of Project.

(a) The Company and/or its affiliate(s) acquired the Project during the Project Period.

(b) Each year during the term of the Agreement, the Company shall deliver to the County Auditor, the County Treasurer, and the County Assessor 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. The Company shall further deliver to the Economic Development Director of the County with respect to the Company, the information required by the terms of the County's Resolution dated December 14, 2010, which is attached hereto as Exhibit A, as may be amended by subsequent resolution.

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

(d) The Company shall comply with the provisions of Section 12-44-90 of the Act, including any successor provision, with respect to the filing of returns, contracts and other information.

Section 3.02 Records and Reports, Non-Disclosure.

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

- (i) permit ready identification of the various Project Increments and components thereof;
- (ii) confirm the dates on which each Project Increment was placed in service; and
- (iii) 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 with respect to any filings or reports delivered to the County pursuant to the provisions of this Agreement, or segments thereof, that the Company believes contain proprietary, confidential or trade secret matters. Except as required by the South Carolina Freedom of Information Act, the County Council, the County, its officers (including members of County Council) and employees shall not knowingly and intentionally disclose any such confidential information regarding the Project, the Company, the Company's operations and any other competitively sensitive information which is not generally and independently known by the public, in each case without the prior written authorization of the Company. 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 will use its bests efforts to cooperate with the Company in its action, if any, taken, to prevent or limit any disclosure of such information under the South Carolina Freedom of Information Act. Notwithstanding the foregoing provisions, nothing in the paragraph shall limit the County's ability to provide a timely and complete response to a request made to the County under the Freedom of Information Act.

ARTICLE IV

AGREEMENT TERM AND PAYMENT PROVISIONS

Section 4.01 Term.

(a) This Agreement shall take effect upon the delivery by the County to the Company of: (i) the written consents of any mortgagees or secured parties, if any, with respect to any portion of the Project, (ii) a bill or bills of sale with respect to portions of the Project previously conveyed by the Company to the County under the Lease Agreement, and (iii) payment by the Company to the County of the purchase price therefor as prescribed by the Lease Agreement. At such time, this Agreement shall take effect and the Lease Agreement shall be deemed terminated and shall be cancelled of record. Notwithstanding that it is intended by the parties that the Lease Agreement will be deemed terminated as of such effective date of this Agreement, nothing herein shall be construed to deny the Company the benefits of the Lease Agreement as were intended therein from its effective date to the date of delivery of such bill(s) of sale, nor the benefits of

the Lease Agreement which were declared therein to survive termination of the Lease Agreement, including, without limitation, all confidentiality provisions of the Lease Agreement.

(b) Subject to the terms and provisions herein contained, with respect to each annual Project Increment, this Agreement shall be and remain in full force and effect for twenty nine (29) years following the December 31 of the year in which such Project Increment was placed in service during the Project Period, unless sooner terminated as herein permitted; provided that, if at the expiration of the Term payments 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.

Section 4.02 Additional Payments.

(a) In addition to the Company's obligations under **Section 5.02** hereof to make payment to the County of FILOT Payments and related amounts, the Company shall pay on demand 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, including without limitation those obligations referred to in paragraph (b) below (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.

(b) The Company agrees to pay Administration Expenses to the County when and as they shall become due, but in no event later than the date which is the earlier of any payment date expressly provided for in this Agreement or the date which is forty-five (45) days after receiving written notice from the County, accompanied by such supporting documentation as may be necessary to evidence the County's right to receive such payment, specifying the nature of such expense and requesting payment of same. Notwithstanding anything herein to the contrary, the Company shall reimburse the County for its Administration Expenses in the amount of Three Thousand Five Hundred and 00/100 Dollars (\$3,500.00).

Section 4.03 FILOT Payments Secured by Tax Lien.

The County's right to receive FILOT Payments hereunder shall have a first priority lien status pursuant to Sections 12-44-90(E) and (F) of the Act and Chapters 4, 49, 51, 53 and 54 of Title 12 of the Code.

Section 4.04 Defaulted Payments.

In the event the Company should fail to make any of the payments required in this **Article IV** or in **Article V** hereof (following the expiration of any applicable cure periods), the item or installment so in default shall continue as an obligation of the Company until the amount in default shall have been fully paid. If any such default relates to its obligations to make FILOT payments hereunder, the Company agrees to pay the same with interest thereon at the rate per annum provided by the Code for late payment of *ad valorem* taxes together with any penalties provided by the Code for late payment of *ad valorem* taxes, in addition to all other enforcement provisions for non-payment of taxes provided by the Code.

The foregoing and any other provision hereof to the contrary notwithstanding, to the extent, and only to the extent, the same may be permitted by law with respect to the payment of *ad valorem* taxes for similar investments, if the Company shall first notify the County of its intention to do so, the Company may, at its own expense, and in good faith, contest FILOT Payments and any other related fees, taxes, assessments, and other charges and, in the event of any such contest, may permit the FILOT Payments and

such taxes, assessments, or other charges so contested to remain unpaid during the period of such contest and any appeal therefrom. The Company's failure to make any such payments as allowed by the foregoing shall not constitute a default on the part of the Company nor give rise to an Event of Default, the foregoing and any other provision hereof to the contrary notwithstanding.

ARTICLE V

MODIFICATION OF PROJECT; PAYMENTS IN LIEU OF TAXES; TAXES, UTILITIES AND OTHER CHARGES; INSURANCE

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 renovate the Project and, in connection therewith, to the extent permitted by the Act, install Replacement Property in the Project. 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 to the Company's facilities as may be used in conjunction with the Project or otherwise.

(ii) In any instance where the Company in its discretion determines that any portions of the Project have become inadequate, obsolete, worn out, unsuitable, undesirable or unnecessary for operations at the Project, the Company may remove such portions of the Project 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 portion of the Project which is removed as part of 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 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 payments shall be made on or before each January 15 of each year during the term of this Agreement (or such other date as may be reflected in annual bills provided to the Company by the County). Subject to the provisions of the Act, each annual payment in lieu of taxes 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 were placed in service.

(b) Each Project Increment Payment shall be in an amount, 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 six percent (6%) 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 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 includes all applicable *ad valorem* tax exemptions except: (i) the exemption allowed pursuant to Section 3(g) of Article X of the Constitution of the State of South Carolina; and (ii) the exemptions allowed pursuant to Section 12-37-220(B)(32) and (34) of the Code.

(c) In the event that the 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 so as to afford the Company the maximum benefit then permitted by law. In such event, the Company shall be entitled, to the extent permitted by law: (i) 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; and (ii) to enjoy all allowable depreciation.

ARTICLE VI

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 payments in lieu of taxes required pursuant to **Section 5.02** hereof shall be abated in the same manner and in the same proportion as with *ad valorem* taxes..

ARTICLE VII

PARTICULAR COVENANTS AND AGREEMENTS

Section 7.01 Rights to Inspect.

The County acknowledges and understands that the Company utilizes trade secrets in the conduct of its business and that any disclosure of such information, including financial, sales and manufacturing information, would result in substantial harm to the Company and could thereby have a significant detrimental impact on the Company and the County. Therefore, the County agrees that, without prior express written permission of the Company, it will not (i) request or be entitled to receive any such confidential and proprietary information; (ii) request or be entitled to inspect the Project or any property associated therewith; or (iii) disclose or otherwise divulge any such confidential and proprietary information to any other person, firm, governmental body or agency, or other entity, except as required by law and in compliance with **Section 3.02** hereof.

Section 7.02 Limitation of County's Liability; Indemnification.

(a) 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.

(b)(i) Except as provided in subparagraph (iv) 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.

(ii) The County is entitled to use counsel of its choice and the Company shall 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 subparagraph (i), above. The County shall provide a statement of the costs incurred in the response or defense, and the Company shall pay the County within thirty (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.

(iii) 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.

(iv) Notwithstanding anything in this Section or this Fee Agreement 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.

(v) 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 7.03 Certain Transfer Restrictions.

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 Act absent compliance by the Company with the Transfer Provisions; provided that, to the extent provided by Section 12-44-120 of the Act or any successor provisions, any financing arrangement 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.

Section 7.04 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 7.05 Other Tax Matters.

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.

ARTICLE VIII

ASSIGNMENT OR LEASE; TRANSFER; SPONSOR AFFILIATES

Section 8.01 Assignment or Lease.

The Company may assign or otherwise transfer any of its rights and interest hereunder to a lessee or assignee, as the case may be, in compliance with the Transfer Provisions, including the requirement that any such lease or assignment shall be subject to the written consent of the County (when expressly required by the Transfer Provisions). The County agrees that any such consent shall not be unreasonably withheld, conditioned or delayed. 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. To the extent that any prior consent or subsequent ratification of the County is required pursuant to the Transfer Provisions, the County agrees that such consent or ratification shall not be unreasonably withheld, conditioned or delayed and may be provided by a resolution of County Council.

Section 8.02 Sponsor Affiliates.

Pursuant to Section 12-44-130 of the Act and subject to the requirements of that Section, the Company and the County agree that investments by Sponsor Affiliates within the investment period shall qualify for FILOT Payments hereunder to the maximum extent permitted by law. If the Company desires that an entity become a Sponsor Affiliate, it shall request such in writing to the County. If the County agrees in writing and the entity agrees to be bound by the fee agreements to the extent required by said Section 12-44-130, such entity shall become a Sponsor Affiliate entitled to the maximum benefits afforded thereto under the Act.

ARTICLE IX

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:

(a) if default shall be made in the due and punctual payment of any FILOT Payments or related payments under **Section 5.02** hereof, or any Additional Payments, which default shall not have been cured within thirty (30) days following receipt of written notice thereof to the Company from the County; or

(b) if default shall be made by the Company in the due performance of or compliance with any of the material terms hereof, including payment, other than those referred to in the foregoing subdivision (a), and such default shall: (i) continue for thirty (30) 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 30-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 thirty (30) 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.

Notwithstanding anything herein to the contrary, no failure of the Company to achieve any level of investment in the Project during the Term shall constitute an Event of Default.

Section 9.02 Remedies on Event of Default.

Upon the occurrence and during the continuance of any Event of Default, the County may: (i) terminate this Agreement by provision of thirty (30) days’ notice 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 in form and substance reasonably satisfactory to the Company, 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, in addition to exercise of all statutory collection and enforcement provisions applicable to collection of *ad valorem* taxes.

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 Act. In this regard, and notwithstanding anything in this Agreement to the contrary, the County may exercise the remedies provided by general law (including Title 12, Chapter 49, of the Code) relating to the enforced collection of *ad valorem* taxes to collect any FILOT Payments due hereunder.

ARTICLE X

MISCELLANEOUS

Section 10.01 Termination.

Before the stated expiration of the Term of this Agreement, the Company may, at any time by written notice to the County, provide for termination of this Agreement, effective immediately upon giving such notice; provided that any such termination shall not affect any liabilities of the Company as may have accrued as of the date of termination under this Agreement or under law. Upon any such termination, and subject to any provisions herein which shall by their express terms be deemed to survive any termination of this Agreement, the sole consequence to the Company shall be that it shall no longer be entitled to the benefit of the fee in lieu of payments provided herein and the property constituting the Project shall thereafter be subject to the *ad valorem* tax treatment required by law and in no event shall the Company be required to repay to the County the amount of any tax benefit previously received hereunder.

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 overnight carrier or United States first class mail, postage prepaid addressed as follows or at such other places as may be designated in writing by such party.

- (a) As to the County:

Richland County
2020 Hampton Street
Columbia, SC 29204
Attention: Attn: Richland County Economic Development Director

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

Parker Poe Adams & Bernstein LLP
Attn: Ray E. Jones
1221 Main Street, Suite 1100 (29201)
Post Office Box 1509
Columbia, South Carolina 29202-1509

(b) As to the Company:

Mars Petcare US, Inc.
315 Cool Springs Boulevard
Franklin, TN 37067
Attention: Steve Cavezza

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

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

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, 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 the Table of Contents annexed hereto are for convenience of reference only and shall not define or limit the provisions hereof or affect the meaning or interpretation hereof. All references in this Agreement to particular Articles or Sections or 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. The County agrees that, to the extent approval of County Council is required for any amendment, such approval shall not be unreasonably withheld, conditioned or delayed and may be provided by a resolution of County Council.

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.

[Remainder of the page left blank]

IN WITNESS WHEREOF, Richland County, South Carolina, has executed this Agreement by causing its name to be hereunto subscribed by the Chair of its County Council and to be attested to by the Clerk of its County Council, and Mars Petcare US, Inc. has executed this Agreement by its authorized officer, all being done as of the day and year first above written.

RICHLAND COUNTY, SOUTH CAROLINA

Paul Livingston
Chair, Richland County Council

(SEAL)

ATTEST:

Kimberly Williams-Roberts
Clerk of Council, Richland County Council

[Company signature to follow on next page]

MARS PETCARE US, INC., a Delaware corporation

(SEAL)

By: _____

Name: _____

Title: _____

EXHIBIT A (see Section 3.01)
RICHLAND COUNTY RESOLUTION REQUIRING CERTAIN ACCOUNTABILITY PRACTICES CONCERNING
ECONOMIC DEVELOPMENT PROJECTS IN THE COUNTY

**A RESOLUTION TO AMEND THE DECEMBER 21, 2010,
RESOLUTION REQUIRING CERTAIN ACCOUNTABILITY
PRACTICES CONCERNING ECONOMIC DEVELOPMENT
PROJECTS IN RICHLAND COUNTY**

WHEREAS, Richland County Council adopted a resolution dated as of December 21, 2010 (“Prior Resolution”), which requires companies receiving economic development incentives from Richland County, South Carolina (“County”) to submit annual reports to the Richland County Economic Development Office; and

WHEREAS, the County desires to make the form of the annual reports submitted by such companies uniform in order to make the substantive information contained in the annual reports more easily tracked and documented by the Richland County Economic Development Office.

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

Section 1. The County affirms that each company awarded an incentive by the County in exchange for the location or expansion of a facility or facilities within the County shall submit an annual report to the Richland County Economic Development Office by January 31 of each year throughout the term of the incentives.

Section 2. The Richland County Economic Development Office is authorized to create (and from time to time, if necessary, amend or recreate) and make available the form of the annual report; however, such form, shall require, at a minimum, the following information:

- a. Name of company;
- b. Cumulative capital investment (less any removed investment) to date as a result of the project;
- c. Net jobs created to date as a result of the project;

Section 3. A copy of the then-current form of the annual report may be obtained from the following address. The annual report shall likewise be submitted to the following address by the required date.

Richland County Economic Development Office
Attention: Kim Mann
1201 Main Street, Suite 910
Columbia, SC 29201

Section 4. This Resolution amends the Prior Resolution and sets forth the County’s requirements with respect to the annual reports to be submitted by each company awarded an incentive by the County as described in Section 1.

Section 5. The substance of this Resolution shall be incorporated into the agreement between the County and each company with respect to the incentives granted by the County to the company.


Section 6. In the event that any company shall fail to submit an annual report, or any portion thereof, such company may be required to return all incentives, or a dollar amount equal thereof, to the County. Such incentives, or the dollar amount equal thereto, shall be paid to the County within 60 days after the date upon which the information was originally due.

RESOLVED: December 12 2017

RICHLAND COUNTY, SOUTH CAROLINA


Chair, Richland County Council

(SEAL)
ATTEST:


Clerk to County Council

SOUTH CAROLINA

)

)

RICHLAND COUNTY

)

A RESOLUTION

COMMITTING TO NEGOTIATE A FEE-IN-LIEU OF AD VALOREM TAXES AGREEMENT BETWEEN RICHLAND COUNTY AND AN ENTITY KNOWN FOR THE TIME BEING AS “PROJECT M19;” IDENTIFYING THE PROJECT; AND OTHER MATTERS RELATED THERETO

WHEREAS, Richland County, South Carolina (“County”), acting by and through its County Council (“County Council”) is authorized pursuant to the provisions of Title 12, Chapter 44, Code of Laws of South Carolina, 1976, as amended (“Act”) to encourage manufacturing and commercial enterprises to locate in the State of South Carolina (“South Carolina” or “State”) or to encourage manufacturing and commercial enterprises now located in the State to expand their investments and thus make use of and employ the manpower, products, and other resources of the State by entering into an agreement with a sponsor, as defined in the Act, that provides for the payment of a fee-in-lieu of *ad valorem* tax (“FILOT Payments”) with respect to economic development property, as defined in the Act;

WHEREAS, an entity known as “Project M19,” an entity whose name cannot be publicly disclosed at this time (“Sponsor”), desires to invest capital in the County in order to expand its manufacturing facilities in the County (“Project”);

WHEREAS, the Project is anticipated to result in an investment of approximately Ten Million Dollars (\$10,000,000.00) in taxable real and personal property; and

WHEREAS, as an inducement to the Sponsor locate the Project in the County, the Sponsor has requested that the County negotiate an agreement (“Agreement”), which provides for FILOT Payments with respect to the portion of the Project which constitutes economic development property, as defined in the Act.

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

Section 1. This Resolution is an inducement resolution for this Project for purposes of the Act.

Section 2. County Council agrees to enter into the Agreement, which provides for FILOT Payments with respect to the portion of the Project which constitutes economic development property. The further details of the FILOT Payments and the agreement will be prescribed by subsequent ordinance of the County to be adopted in accordance with South Carolina law and the rules and procedures of the County.

Section 3. County Council identifies and reflects the Project by this Resolution, therefore permitting expenditures made in connection with the Project before the date of this Resolution to qualify as economic development property, subject to the terms and conditions of the Agreement and the Act.

Section 4. This Resolution is effective after its approval by the County Council.

RESOLVED: April 2, 2019

RICHLAND COUNTY, SOUTH CAROLINA

Chair, Richland County Council

(SEAL)
ATTEST:

Clerk to County Council

Richland County Council Request for Action

Subject:

Authorizing the execution and delivery of a fee-in-lieu of ad valorem taxes agreement by and between Richland County, South Carolina and an entity known for the time being as "Project M19" to provide for payment of a fee-in-lieu of taxes; and other related matters

Notes:

First Reading:

Second Reading:

Third Reading:

Public Hearing:

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

AUTHORIZING THE EXECUTION AND DELIVERY OF A FEE-IN-LIEU OF *AD VALOREM* TAXES AGREEMENT BY AND BETWEEN RICHLAND COUNTY, SOUTH CAROLINA AND AN ENTITY KNOWN FOR THE TIME BEING AS “PROJECT M19” TO PROVIDE FOR PAYMENT OF A FEE-IN-LIEU OF TAXES; AND OTHER RELATED MATTERS.

WHEREAS, Richland County, South Carolina (“County”), acting by and through its County Council (“County Council”) is authorized pursuant to the provisions of Title 12, Chapter 44, Code of Laws of South Carolina, 1976, as amended (“FILOT Act”), to encourage manufacturing and commercial enterprises to locate in the State of South Carolina (“South Carolina” or “State”) or to encourage manufacturing and commercial enterprises now located in the State to expand their investments and thus make use of and employ the manpower, products, and other resources of the State by entering into an agreement with a sponsor, as defined in the FILOT Act, that provides for the payment of a fee-in-lieu of *ad valorem* tax (“FILOT Payments”), with respect to economic development property, as defined in the FILOT Act;

WHEREAS, pursuant to Article VIII, Section 13 of the South Carolina Constitution and Title 4, Section 1, Code of Laws of South Carolina, 1976, as amended (collectively, “MCIP Act”), the County is authorized to jointly develop multicounty parks with counties having contiguous borders with the County and, in the County’s discretion, include property within the boundaries of such multicounty parks. Under the authority provided in the MCIP Act, the County has created a multicounty park with Fairfield County, South Carolina more particularly known as the I-77 Corridor Regional Industrial Park (“Park”);

WHEREAS, pursuant to the FILOT and MCIP Acts, the County is authorized to provide credits (“Infrastructure Credits”) against FILOT Payments derived from economic development property to pay costs of designing, acquiring, constructing, improving or expanding (i) infrastructure serving a project or the County and (ii) improved and unimproved real estate and personal property used in the operation of a commercial enterprise or manufacturing facility (“Infrastructure”);

WHEREAS, an entity known for the time being as “Project M19” (“Sponsor”) desires to expand its manufacturing operations in the County (“Project”) consisting of taxable investment in real and personal property approximately Ten Million Dollars (\$10,000,000.00); and

WHEREAS, at the request of the Sponsor and as an inducement to locate the Project in the County, the County desires to enter into a Fee-in-Lieu of *Ad Valorem* Taxes Agreement with the Sponsor, as sponsor, the substantially final form of which is attached as Exhibit A (“Fee Agreement”), pursuant to which the County will provide certain incentives to the Sponsor with respect to the Project, including (1) providing for FILOT Payments, to be calculated as set forth in the Fee Agreement, with respect to the portion of the Project which constitutes economic development property; and (2) locating the Project in the Park.

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

Section 1. Statutory Findings. Based on information supplied to the County by the Sponsor, County Council evaluated the Project based on relevant criteria including, the purposes the Project is to accomplish, the anticipated dollar amount and nature of the investment and the anticipated costs and benefits to the County, and hereby finds:

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

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

(c) The purposes to be accomplished by the Project are proper governmental and public purposes and the benefits of the Project are greater than the costs.

Section 2. *Approval of Incentives; Authorization to Execute and Deliver Fee Agreement.* The incentives as described in this Ordinance (“Ordinance”), and as more particularly set forth in the Fee Agreement, with respect to the Project are hereby approved. The form, terms and provisions of the Fee Agreement that is before this meeting are approved and all of the Fee Agreement’s terms and conditions are incorporated in this Ordinance by reference. The Chair of County Council (“Chair”) is authorized and directed to execute the Fee Agreement in the name of and on behalf of the County, subject to the approval of any revisions or changes as are not materially adverse to the County by the County Administrator and counsel to the County, and the Clerk to County Council is hereby authorized and directed to attest the Fee Agreement and to deliver the Fee Agreement to the Sponsor.

Section 3. *Inclusion within the Park.* The expansion of the Park boundaries to include the Project is authorized and approved. The Chair, the County Administrator and the Clerk to County Council are each authorized to execute such documents and take such further actions as may be necessary to complete the expansion of the Park boundaries. Pursuant to the terms of the agreement governing the Park (“Park Agreement”), the expansion of the Park’s boundaries and the amendment to the Park Agreement is complete on adoption of this Ordinance by County Council and delivery of written notice to Fairfield County of the inclusion of the Project in the Park.

Section 4. *Further Assurances.* The County Council confirms the authority of the Chair, the County Administrator, the Director of Economic Development, the Clerk to County Council, and various other County officials and staff, acting at the direction of the Chair, the County Administrator, the Director of Economic Development or Clerk to County Council, as appropriate, to take whatever further action and to negotiate, execute and deliver whatever further documents as may be appropriate to effect the intent of this Ordinance and the incentives offered to the Sponsor under this Ordinance and the Fee Agreement.

Section 5. *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 6. *General Repealer.* Any prior ordinance, resolution, or order, the terms of which are in conflict with this Ordinance, is, only to the extent of that conflict, repealed.

Section 7. *Effectiveness.* This Ordinance is effective after its third reading and public hearing.

RICHLAND COUNTY, SOUTH CAROLINA

Chair, Richland County Council

(SEAL)
ATTEST:

Clerk of Council, Richland County Council

First Reading: April 2, 2019
Second Reading:
Public Hearing:
Third Reading:

EXHIBIT A
FORM OF FEE AGREEMENT

FEE-IN-LIEU OF *AD VALOREM* TAXES AND INCENTIVE AGREEMENT

BETWEEN

[PROJECT M19]

AND

RICHLAND COUNTY, SOUTH CAROLINA

EFFECTIVE AS OF [MAY 7, 2019]

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**SUMMARY OF CONTENTS OF
FEE AGREEMENT**

The parties have agreed to waive the requirement to recapitulate the contents of this Fee Agreement pursuant to Section 12-44-55 of the Code (as defined herein). However, the parties have agreed to include a summary of the key provisions of this Fee Agreement for the convenience of the parties. This summary is included for convenience only and is not to be construed as a part of the terms and conditions of this Fee Agreement.

| PROVISION | BRIEF DESCRIPTION | SECTION REFERENCE |
|---|---|-------------------|
| Sponsor Name | [Project M19] | |
| Project Location | [To be inserted prior to third reading] | |
| Tax Map No. | [To be inserted prior to third reading] | |
| | | |
| | | |
| FILOT | | |
| • Phase Exemption Period | Thirty (30) years | |
| • Contract Minimum Investment Requirement | \$10,000,000.00 | |
| • Investment Period | Five (5) years | |
| • Assessment Ratio | 6% | |
| • Millage Rate | 482.5 | |
| • Fixed or Five-Year Adjustable Millage | Fixed | |
| Multicounty Park | I-77 Corridor Regional Industrial Park | |
| Other Information | | |

FEE-IN-LIEU OF AD VALOREM TAXES AGREEMENT

THIS FEE-IN-LIEU OF AD VALOREM TAXES AGREEMENT (“*Fee Agreement*”) is entered into, effective, as of [May 7, 2019], between Richland County, South Carolina (“*County*”), a body politic and corporate and a political subdivision of the State of South Carolina (“*State*”), acting through the Richland County Council (“*County Council*”) as the governing body of the County, and [Project M19], a [_____] organized and existing under the laws of the State of [_____] (“*Sponsor*”).

WITNESSETH:

(a) Title 12, Chapter 44, (“*Act*”) of the Code of Laws of South Carolina, 1976, as amended (“*Code*”), authorizes the County to induce manufacturing and commercial enterprises to locate in the State or to encourage manufacturing and commercial enterprises currently located in the State to expand their investments and thus make use of and employ the manpower, products, and other resources of the State by entering into an agreement with a sponsor, as defined in the Act, that provides for the payment of a fee-in-lieu of *ad valorem* tax (“*FILOT*”) with respect to Economic Development Property, as defined below;

(b) Sections 4-1-175 and 12-44-70 of the Code authorize the County to provide credits (“*Infrastructure Credit*”) against payments in lieu of taxes for the purpose of defraying of the cost of designing, acquiring, constructing, improving, or expanding (i) the infrastructure serving the County or a project and (ii) for improved and unimproved real estate, and personal property, including machinery and equipment, used in the operation of a manufacturing facility or commercial enterprise (collectively, “*Infrastructure*”);

(c) The Sponsor has committed to expand a manufacturing facility (“*Facility*”) in the County, consisting of taxable investment in real and personal property of Ten Million Dollars (\$10,000,000.00); and

(d) By an ordinance enacted on [May 7, 2019], County Council authorized the County to enter into this Fee Agreement with the Sponsor to provide for a FILOT and the other incentives as more particularly described in this Fee Agreement to induce the Sponsor to expand its Facility in the County.

NOW, THEREFORE, AND IN CONSIDERATION of the respective representations and agreements hereinafter contained, the parties agree as follows:

ARTICLE I DEFINITIONS

Section 1.1. Terms. The defined terms used in this Fee Agreement have the meaning given below, unless the context clearly requires otherwise.

“*Act*” means Title 12, Chapter 44 of the Code, and all future acts successor or supplemental thereto or amendatory of this Fee Agreement.

“*Administration Expenses*” means the reasonable expenses incurred by the County in the negotiation, approval and implementation of the terms and provisions of this Fee Agreement, including reasonable attorney’s and consultant’s fees. Administration Expenses do not include any costs or expenses, including attorney’s fees, incurred by the County (i) in defending challenges to the FILOT Payments provided by this Fee Agreement brought by third parties or the Sponsor or its affiliates and related entities, or (ii) in connection with matters arising at the request of the Sponsor outside of the immediate scope of this Fee Agreement, including amendments to the terms of this Fee Agreement.

“*Code*” means the Code of Laws of South Carolina, 1976, as amended.

“Commencement Date” means the last day of the property tax year during which Economic Development Property is placed in service. The Commencement Date shall not be later than the last day of the property tax year which is three (3) years from the year in which the County and the Sponsor enter into this Fee Agreement. For purposes of this Fee Agreement, the Commencement Date is expected to be December 31, 2019.

“Contract Minimum Investment Requirement” means a taxable investment in real and personal property at the Project of Ten Million Dollars (\$10,000,000.00).

“County” means Richland County, South Carolina, a body politic and corporate and a political subdivision of the State, its successors and assigns, acting by and through the County Council as the governing body of the County.

“County Council” means the Richland County Council, the governing body of the County.

“Department” means the South Carolina Department of Revenue.

“Diminution in Value” means a reduction in the fair market value of Economic Development Property, as determined in Section 4.1(a)(i) of this Fee Agreement, which may be caused by (i) the removal or disposal of components of the Project pursuant to Section 4.3 of this Fee Agreement; (ii) a casualty as described in Section 4.4 of this Fee Agreement; or (iii) a condemnation as described in Section 4.5 of this Fee Agreement.

“Economic Development Property” means those items of real and tangible personal property of the Project placed in service not later than the end of the Investment Period that (i) satisfy the conditions of classification as economic development property under the Act, and (ii) are identified by the Sponsor in its annual filing of a PT-300S or comparable form with the Department (as such filing may be amended from time to time).

“Equipment” means all of the machinery, equipment, furniture, office equipment, and fixtures, together with any and all additions, accessions, replacements, and substitutions.

“Event of Default” means any event of default specified in Section 7.1 of this Fee Agreement.

“Fee Agreement” means this Fee-In-Lieu Of *Ad Valorem* Taxes and Incentive Agreement effective, as of [May 7, 2019].

“Fee Term” means the period from the effective date of this Fee Agreement until the Final Termination Date.

“FILOT Payments” means the amount paid or to be paid in lieu of *ad valorem* property taxes as provided in Section 4.1.

“Final Phase” means the Economic Development Property placed in service during the last year of the Investment Period.

“Final Termination Date” means the date on which the last FILOT Payment with respect to the Final Phase is made, or such earlier date as the Fee Agreement is terminated in accordance with the terms of this Fee Agreement. Assuming the Phase Termination Date for the Final Phase is December 31, 2049, the Final Termination Date is expected to be on or around January 15, 2051, which is the due date of the last FILOT Payment with respect to the Final Phase.

“Improvements” means all improvements to the Real Property, including buildings, building additions, roads, sewer lines, and infrastructure, together with all additions, fixtures, accessions, replacements, and substitutions.

“Infrastructure” means (i) the infrastructure serving the County or the Project, (ii) improved and unimproved real estate, and personal property, including machinery and equipment, used in the operation of a manufacturing or commercial enterprise, or (iii) such other items as may be described in or permitted under Section 4-29-68 of the Code.

“Infrastructure Credit” means the credit provided to the Sponsor pursuant to Section 12-44-70 of the Act or Section 4-1-175 of the MCIP Act and Section 5.1 of this Fee Agreement, with respect to the Infrastructure. Infrastructure Credits are to be used for the payment of Infrastructure constituting real property, improvements and infrastructure before any use for the payment of Infrastructure constituting personal property, notwithstanding any presumptions to the contrary in the MCIP Act or otherwise.

“Investment Period” means the period beginning with the first day of any purchase or acquisition of Economic Development Property and ending five (5) years after the Commencement Date, as may be extended pursuant to Section 12-44-30(13) of the Act. For purposes of this Fee Agreement, the Investment Period, unless so extended, is expected to end on December 31, 2024.

“MCIP Act” means Article VIII, Section 13(D) of the Constitution of the State of South Carolina, and Sections 4-1-170, 4-1-172, 4-1-175, and 4-29-68 of the Code.

“Multicounty Park” means the multicounty industrial or business park governed by Amended and Restated Master Agreement Governing the I-77 Corridor Regional Industrial Park, dated as of September 1, 2018, between the County and Fairfield County, South Carolina.

“Net FILOT Payment” means the FILOT Payment net of the Infrastructure Credit.

“Phase” means the Economic Development Property placed in service during a particular year of the Investment Period.

“Phase Exemption Period” means, with respect to each Phase, the period beginning with the property tax year the Phase is placed in service during the Investment Period and ending on the Phase Termination Date.

“Phase Termination Date” means, with respect to each Phase, the last day of the property tax year which is the twenty-ninth (29th) year following the first property tax year in which the Phase is placed in service.

“Project” means all the Equipment, Improvements, and Real Property in the County that the Sponsor determines to be necessary, suitable, or useful by the Sponsor in connection with its investment in the County.

“Real Property” means real property that the Sponsor uses or will use in the County for the purposes that Section 2.2(b) describes, and initially consists of the land identified on Exhibit A of this Fee Agreement.

“Removed Components” means Economic Development Property which the Sponsor, in its sole discretion, (a) determines to be inadequate, obsolete, worn-out, uneconomic, damaged, unsuitable, undesirable, or unnecessary pursuant to Section 4.3 of this Fee Agreement or otherwise; or (b) elects to be treated as removed pursuant to Section 4.4(c) or Section 4.5(b)(iii) of this Fee Agreement.

“**Replacement Property**” means any property which is placed in service as a replacement for any Removed Component regardless of whether the Replacement Property serves the same functions as the Removed Component it is replacing and regardless of whether more than one piece of Replacement Property replaces a single Removed Component.

“**Sponsor**” means [Project M19] and any surviving, resulting, or transferee entity in any merger, consolidation, or transfer of assets; or any other person or entity which may succeed to the rights and duties of the Sponsor under this Fee Agreement.

“**Sponsor Affiliate**” means an entity that participates in the investment at the Project and, following receipt of the County’s approval pursuant to Section 9.1 of this Fee Agreement, joins this Fee Agreement by delivering a Joinder Agreement, the form of which is attached as Exhibit B to this Fee Agreement.

“**State**” means the State of South Carolina.

Any reference to any agreement or document in this Article I or otherwise in this Fee Agreement shall include any and all amendments, supplements, addenda, and modifications to such agreement or document.

The term “investment” or “invest” as used in this Fee Agreement includes not only investments made by the Sponsor, but also to the fullest extent permitted by law, those investments made by or for the benefit of the Sponsor in connection with the Project through federal, state, or local grants, to the extent such investments are or, but for the terms of this Fee Agreement, would be subject to *ad valorem* taxes to be paid by the Sponsor.

ARTICLE II REPRESENTATIONS AND WARRANTIES

Section 2.1. Representations and Warranties of the County. The County represents and warrants as follows:

(a) The County is a body politic and corporate and a political subdivision of the State and acts through the County Council as its governing body. The Act authorizes and empowers the County to enter into the transactions that this Fee Agreement contemplates and to carry out its obligations under this Fee Agreement. The County has duly authorized the execution and delivery of this Fee Agreement and all other documents, certificates or other agreements contemplated in this Fee Agreement and has obtained all consents from third parties and taken all actions necessary or that the law requires to fulfill its obligations under this Fee Agreement.

(b) Based on representations by the Sponsor, County Council evaluated the Project based on all relevant criteria including the purposes the Project is to accomplish, the anticipated dollar amount and nature of the investment resulting from the Project, and the anticipated costs and benefits to the County and following the evaluation, the County determined that (i) the Project is anticipated to benefit the general public welfare of the County by providing services, employment, recreation, or other public benefits not otherwise adequately provided locally; (ii) the Project gives rise to no pecuniary liability of the County or any incorporated municipality and to no charge against the County’s general credit or taxing power; (iii) the purposes to be accomplished by the Project are proper governmental and public purposes; and (iv) the benefits of the Project are greater than the costs.

(c) The County identified the Project, as a “project” on [April 2, 2019] by adopting an Inducement Resolution, as defined in the Act.

(d) The County is not in default of any of its obligations (contractual or otherwise) as a result of entering into and performing its obligations under this Fee Agreement.

(e) The County has located or will take all reasonable action to locate the Project in the Multicounty Park.

Section 2.2. Representations and Warranties of the Sponsor. The Sponsor represents and warrants as follows:

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

(b) The Sponsor intends to operate the Project as a manufacturing facility and/or for such other purposes that the Act permits as the Sponsor may deem appropriate.

(c) The Sponsor's execution and delivery of this Fee Agreement and its compliance with the provisions of this Fee Agreement do not result in a default under any agreement or instrument to which the Sponsor is now a party or by which it is bound.

(d) The Sponsor will use commercially reasonable efforts to achieve the Contract Minimum Investment Requirement by the end of the Investment Period.

(e) The execution and delivery of this Fee Agreement by the County and the availability of the FILOT and other incentives provided by this Fee Agreement has been instrumental in inducing the Sponsor to locate the Project in the County.

(f) The Sponsor has retained legal counsel to confirm, or has had a reasonable opportunity to consult legal counsel to confirm, its eligibility for the FILOT and other incentives granted by this Fee Agreement and has not relied on the County, its officials, employees or legal representatives with respect to any question of eligibility or applicability of the FILOT and other incentives granted by this Fee Agreement.

ARTICLE III THE PROJECT

Section 3.1. The Project. The Sponsor intends and expects to (i) construct or acquire the Project and (ii) meet the Contract Minimum Investment Requirement within the Investment Period. The Sponsor anticipates that the first Phase of the Project will be placed in service during the calendar year ending December 31, 2019. Notwithstanding anything contained in this Fee Agreement to the contrary, the Sponsor is not obligated to complete the acquisition of the Project. However, if the Contract Minimum Investment Requirement is not met, the benefits provided to the Sponsor, or Sponsor Affiliate, if any, pursuant to this Fee Agreement may be reduced, modified or terminated as provided in this Fee Agreement.

Section 3.2 Leased Property. To the extent that State law allows or is revised or construed to permit leased assets including a building, or personal property to be installed in a building, to constitute Economic Development Property, then any property leased by the Sponsor is, at the election of the Sponsor, deemed to be Economic Development Property for purposes of this Fee Agreement, subject, at

all times, to the requirements of State law and this Fee Agreement with respect to property comprising Economic Development Property.

Section 3.3. Filings and Reports.

(a) On or before January 31 of each year during the term of this Fee Agreement, commencing in January 31, 2020, the Sponsor shall deliver to the Economic Development Director of the County with respect to the Sponsor and all Sponsor Affiliates, if any, the information required by the terms of the County's Resolution dated December 14, 2010, which is attached hereto as Exhibit C, as may be amended by subsequent resolution.

(b) Within thirty (30) days of the effective date of this Fee Agreement, the Sponsor shall file a copy of this Fee Agreement and a completed PT-443 with the Economic Development Director and the Department and the Auditor, Treasurer and Assessor of the County and partner county to the Multicounty Park.

(c) On request by the County Administrator or the Economic Development Director, the Sponsor shall remit to the Economic Development Director records accounting for the acquisition, financing, construction, and operation of the Project which records (i) permit ready identification of all Economic Development Property; (ii) confirm the dates that the Economic Development Property or Phase was placed in service; and (iii) include copies of all filings made in accordance with this Section.

**ARTICLE IV
FILOT PAYMENTS**

Section 4.1. FILOT Payments.

(a) The FILOT Payment due with respect to each Phase through the Phase Termination Date is calculated as follows:

- (i) The fair market value of the Phase calculated as set forth in the Act (for the Real Property portion of the Phase, the County and the Sponsor have elected to use the fair market value established in the first year of the Phase Exemption Period), multiplied by
- (ii) An assessment ratio of six percent (6%), multiplied by
- (iii) A fixed millage rate equal to 482.5, which is the cumulative millage rate levied by or on behalf of all the taxing entities within which the Project is located as of June 30, 2018.

The calculation of the FILOT Payment must allow all applicable property tax exemptions except those excluded pursuant to Section 12-44-50(A)(2) of the Act. The Sponsor acknowledges that (i) the calculation of the annual FILOT Payment is a function of the Department and is wholly dependent on the Sponsor timely submitting the correct annual property tax returns to the Department, (ii) the County has no responsibility for the submission of returns or the calculation of the annual FILOT Payment, and (iii) failure by the Sponsor to submit the correct annual property tax return could lead to a loss of all or a portion of the FILOT and other incentives provided by this Fee Agreement.

(b) If a final order of a court of competent jurisdiction from which no further appeal is allowable declares the FILOT Payments invalid or unenforceable, in whole or in part, for any reason, the parties shall negotiate the reformation of the calculation of the FILOT Payments to most closely afford the

Sponsor with the intended benefits of this Fee Agreement. If such order has the effect of subjecting the Economic Development Property to *ad valorem* taxation, this Fee Agreement shall terminate, and the Sponsor shall owe the County regular *ad valorem* taxes from the date of termination, in accordance with Section 4.7.

Section 4.2. *FILOT Payments on Replacement Property.* If the Sponsor elects to place Replacement Property in service, then, pursuant and subject to the provisions of Section 12-44-60 of the Act, the Sponsor shall make the following payments to the County with respect to the Replacement Property for the remainder of the Phase Exemption Period applicable to the Removed Component of the Replacement Property:

(a) FILOT Payments, calculated in accordance with Section 4.1, on the Replacement Property to the extent of the original income tax basis of the Removed Component the Replacement Property is deemed to replace.

(b) Regular *ad valorem* tax payments to the extent the income tax basis of the Replacement Property exceeds the original income tax basis of the Removed Component the Replacement Property is deemed to replace.

Section 4.3. *Removal of Components of the Project.* Subject to the other terms and provisions of this Fee Agreement, the Sponsor is entitled to remove and dispose of components of the Project in its sole discretion. Components of the Project are deemed removed when scrapped, sold or otherwise removed from the Project. If the components removed from the Project are Economic Development Property, then the Economic Development Property is a Removed Component, no longer subject to this Fee Agreement and is subject to *ad valorem* taxes to the extent the Removed Component remains in the State and is otherwise subject to *ad valorem* taxes.

Section 4.4. *Damage or Destruction of Economic Development Property.*

(a) *Election to Terminate.* If Economic Development Property is damaged by fire, explosion, or any other casualty, then the Sponsor may terminate this Fee Agreement. For the property tax year corresponding to the year in which the damage or casualty occurs, the Sponsor is obligated to make FILOT Payments with respect to the damaged Economic Development Property only to the extent property subject to *ad valorem* taxes would have been subject to *ad valorem* taxes under the same circumstances for the period in question.

(b) *Election to Restore and Replace.* If Economic Development Property is damaged by fire, explosion, or any other casualty, and the Sponsor does not elect to terminate this Fee Agreement, then the Sponsor may restore and replace the Economic Development Property. All restorations and replacements made pursuant to this subsection (b) are deemed, to the fullest extent permitted by law and this Fee Agreement, to be Replacement Property.

(c) *Election to Remove.* If Economic Development Property is damaged by fire, explosion, or any other casualty, and the Sponsor elects not to terminate this Fee Agreement pursuant to subsection (a) and elects not to restore or replace pursuant to subsection (b), then the damaged portions of the Economic Development Property are deemed Removed Components.

Section 4.5. *Condemnation.*

(a) *Complete Taking.* If at any time during the Fee Term title to or temporary use of the Economic Development Property is vested in a public or quasi-public authority by virtue of the exercise of a taking by condemnation, inverse condemnation, or the right of eminent domain; by voluntary transfer under

threat of such taking; or by a taking of title to a portion of the Economic Development Property which renders continued use or occupancy of the Economic Development Property commercially unfeasible in the judgment of the Sponsor, the Sponsor shall have the option to terminate this Fee Agreement by sending written notice to the County within a reasonable period of time following such vesting.

(b) *Partial Taking.* In the event of a partial taking of the Economic Development Property or a transfer in lieu, the Sponsor may elect: (i) to terminate this Fee Agreement; (ii) to restore and replace the Economic Development Property, with such restorations and replacements deemed, to the fullest extent permitted by law and this Fee Agreement, to be Replacement Property; or (iii) to treat the portions of the Economic Development Property so taken as Removed Components.

(c) In the year in which the taking occurs, the Sponsor is obligated to make FILOT Payments with respect to the Economic Development Property so taken only to the extent property subject to *ad valorem* taxes would have been subject to taxes under the same circumstances for the period in question.

Section 4.6. *Calculating FILOT Payments on Diminution in Value.* If there is a Diminution in Value, the FILOT Payments due with respect to the Economic Development Property or Phase so diminished shall be calculated by substituting the diminished value of the Economic Development Property or Phase for the original fair market value in Section 4.1(a)(i) of this Fee Agreement.

Section 4.7. *Payment of Ad Valorem Taxes.* If Economic Development Property becomes subject to *ad valorem* taxes as imposed by law pursuant to the terms of this Fee Agreement or the Act, then the calculation of the *ad valorem* taxes due with respect to the Economic Development Property in a particular property tax year shall: (i) include the property tax reductions that would have applied to the Economic Development Property if it were not Economic Development Property; and (ii) include a credit for FILOT Payments the Sponsor has made with respect to the Economic Development Property.

Section 4.8. *Place of FILOT Payments.* All FILOT Payments shall be made directly to the County in accordance with applicable law.

**ARTICLE V
[RESERVED]**

**ARTICLE VI
[RESERVED]**

**ARTICLE VII
DEFAULT**

Section 7.1. *Events of Default.* The following are “Events of Default” under this Fee Agreement:

(a) Failure to make FILOT Payments or any amount due under this Fee Agreement, which failure has not been cured within thirty (30) days following receipt of written notice from the County specifying the delinquency in payments and requesting that it be remedied;

(b) A Cessation of Operations. For purposes of this Fee Agreement, a “*Cessation of Operations*” means a publicly announced permanent closure of the Facility;

(c) A representation or warranty made by the Sponsor which is deemed materially incorrect when deemed made;

(d) Failure by the Sponsor to perform any of the terms, conditions, obligations, or covenants under this Fee Agreement (other than those under (a), above), which failure has not been cured within thirty (30) days after written notice from the County to the Sponsor specifying such failure and requesting that it be remedied, unless the Sponsor has instituted corrective action within the thirty (30) day period and is diligently pursuing corrective action until the default is corrected, in which case the thirty (30) day period is extended to include the period during which the Sponsor is diligently pursuing corrective action;

(f) A representation or warranty made by the County which is deemed materially incorrect when deemed made; or

(g) Failure by the County to perform any of the terms, conditions, obligations, or covenants hereunder, which failure has not been cured within thirty (30) days after written notice from the Sponsor to the County specifying such failure and requesting that it be remedied, unless the County has instituted corrective action within the thirty (30) day period and is diligently pursuing corrective action until the default is corrected, in which case the thirty (30) day period is extended to include the period during which the County is diligently pursuing corrective action.

(h) Notwithstanding anything herein to the contrary, failure to meet any investment requirements, thresholds, or levels set forth in this Fee Agreement shall not be deemed to be an Event of Default under this Agreement.

Section 7.2. *Remedies on Default.*

(a) If an Event of Default by the Sponsor has occurred and is continuing, then the County may take any one or more of the following remedial actions:

(i) terminate this Fee Agreement; or

(ii) take whatever action at law or in equity may appear necessary or desirable to collect amounts due or otherwise remedy the Event of Default or recover its damages.

(b) If an Event of Default by the County has occurred and is continuing, the Sponsor may take any one or more of the following actions:

(i) bring an action for specific enforcement;

(ii) terminate this Fee Agreement; or

(iii) in case of a materially incorrect representation or warranty, take such action as is appropriate, including legal action, to recover its damages, to the extent allowed by law.

Section 7.3. Reimbursement of Legal Fees and Other Expenses. On the occurrence of an Event of Default, if a party is required to employ attorneys or incur other reasonable expenses for the collection of payments due under this Fee Agreement or for the enforcement of performance or observance of any obligation or agreement, the prevailing party is entitled to seek reimbursement of the reasonable fees of such attorneys and such other reasonable expenses so incurred.

Section 7.4. Remedies Not Exclusive. No remedy described in this Fee Agreement is intended to be exclusive of any other remedy or remedies, and each and every such remedy is cumulative and in addition to every other remedy given under this Fee Agreement or existing at law or in equity or by statute.

ARTICLE VIII PARTICULAR RIGHTS AND COVENANTS

Section 8.1. Right to Inspect. The County and its authorized agents, at any reasonable time on prior written notice (which may be given by email), may enter and examine and inspect the Project for the purposes of permitting the County to carry out its duties and obligations in its sovereign capacity (such as, without limitation, for such routine health and safety purposes as would be applied to any other manufacturing or commercial facility in the County).

Section 8.2. Confidentiality. The County acknowledges that the Sponsor may utilize confidential and proprietary processes and materials, services, equipment, trade secrets, and techniques (“**Confidential Information**”) and that disclosure of the Confidential Information could result in substantial economic harm to the Sponsor. The Sponsor may clearly label any Confidential Information delivered to the County pursuant to this Fee Agreement as “**Confidential Information.**” Except as required by law, the County, or any employee, agent, or contractor of the County, shall not disclose or otherwise divulge any labeled Confidential Information to any other person, firm, governmental body or agency. The Sponsor acknowledges that the County is subject to the South Carolina Freedom of Information Act, and, as a result, must disclose certain documents and information on request, absent an exemption. If the County is required to disclose any Confidential Information to a third party, the County will use its best efforts to provide the Sponsor with as much advance notice as is reasonably possible of such disclosure requirement prior to making such disclosure, and to cooperate reasonably with any attempts by the Sponsor to obtain judicial or other relief from such disclosure requirement, including reasonable cooperation with the Sponsor to redact any proposed disclosures that may be exempt under the Freedom of Information Act.

Section 8.3. Indemnification Covenants.

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

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

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

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

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

Section 8.4. *No Liability of County Personnel.* All covenants, stipulations, promises, agreements and obligations of the County contained in this Fee Agreement are binding on members of the County Council or any elected official, officer, agent, servant or employee of the County only in his or her official capacity and not in his or her individual capacity, and no recourse for the payment of any moneys under this Fee Agreement may be had against any member of County Council or any elected or appointed official, officer, agent, servant or employee of the County and no recourse for the payment of any moneys or performance of any of the covenants and agreements under this Fee Agreement or for any claims based on this Fee Agreement may be had against any member of County Council or any elected or appointed official, officer, agent, servant or employee of the County except solely in their official capacity.

Section 8.5. *Limitation of Liability.* The County is not liable to the Sponsor for any costs, expenses, losses, damages, claims or actions in connection with this Fee Agreement, except from amounts received by the County from the Sponsor under this Fee Agreement. Notwithstanding anything in this Fee Agreement to the contrary, any financial obligation the County may incur under this Fee Agreement is deemed not to constitute a pecuniary liability or a debt or general obligation of the County.

Section 8.6. *Assignment.* The Sponsor may assign this Fee Agreement in whole or in part with the prior written consent of the County or a subsequent written ratification by the County, which may be done by resolution, and which consent or ratification the County will not unreasonably withhold. Notwithstanding anything herein to the contrary, the County hereby preapproves and consents to any assignment of this Fee Agreement to any transferee in connection with any of the transfers set forth in 12-44-120(B) of the Act or any other financing-related transfer. The Sponsor agrees to notify the County and

the Department of the identity of any such transferee within sixty (60) days following the transfer. In case of a transfer, the transferee assumes the transferor's basis in the Economic Development Property for purposes of calculating the FILOT Payments.

Section 8.7. No Double Payment; Future Changes in Legislation. Notwithstanding anything contained in this Fee Agreement to the contrary, and except as expressly required by law, the Sponsor is not required to make a FILOT Payment in addition to a regular *ad valorem* property tax payment in the same year with respect to the same piece of Economic Development Property. The Sponsor is not required to make a FILOT Payment on Economic Development Property in cases where, absent this Fee Agreement, *ad valorem* property taxes would otherwise not be due on such property.

Section 8.8. Administration Expenses. The Sponsor will reimburse, or cause reimbursement to, the County for Administration Expenses in the amount of Five Thousand Dollars (\$5,000.00). The Sponsor will reimburse the County for its Administration Expenses on receipt of a written request from the County or at the County's direction, which request shall include a statement of the amount and nature of the Administration Expense. The Sponsor shall pay the Administration Expense as set forth in the written request no later than sixty (60) days following receipt of the written request from the County. The County does not impose a charge in the nature of impact fees or recurring fees in connection with the incentives authorized by this Fee Agreement. The payment by the Sponsor of the County's Administration Expenses shall not be construed as prohibiting the County from engaging, at its discretion, the counsel of the County's choice.

ARTICLE IX SPONSOR AFFILIATES

Section 9.1. Sponsor Affiliates. The Sponsor may designate Sponsor Affiliates from time to time, including at the time of execution of this Fee Agreement, pursuant to and subject to the provisions of Section 12-44-130 of the Act. To designate a Sponsor Affiliate, the Sponsor must deliver written notice to the Economic Development Director identifying the Sponsor Affiliate and requesting the County's approval of the Sponsor Affiliate. Except with respect to a Sponsor Affiliate designated at the time of execution of this Fee Agreement, which may be approved in the County Council ordinance authorizing the execution and delivery of this Fee Agreement, approval of the Sponsor Affiliate may be given by the County Administrator delivering written notice to the Sponsor and Sponsor Affiliate following receipt by the County Administrator of a recommendation from the Economic Development Committee of County Council to allow the Sponsor Affiliate to join in the investment at the Project. The Sponsor Affiliate's joining in the investment at the Project will be effective on delivery of a Joinder Agreement, the form of which is attached as Exhibit B, executed by the Sponsor Affiliate to the County.

Section 9.2. Primary Responsibility. Notwithstanding the addition of a Sponsor Affiliate, the Sponsor acknowledges that it has the primary responsibility for the duties and obligations of the Sponsor and any Sponsor Affiliate under this Fee Agreement, including the payment of FILOT Payments or any other amount due to or for the benefit of the County under this Fee Agreement. For purposes of this Fee Agreement, "primary responsibility" means that if the Sponsor Affiliate fails to make any FILOT Payment or remit any other amount due under this Fee Agreement, the Sponsor shall make such FILOT Payments or remit such other amounts on behalf of the Sponsor Affiliate.

ARTICLE X MISCELLANEOUS

Section 10.1. Notices. Any notice, election, demand, request, or other communication to be provided under this Fee Agreement is effective when delivered to the party named below or when deposited with the United States Postal Service, certified mail, return receipt requested, postage prepaid,

addressed as follows (or addressed to such other address as any party shall have previously furnished in writing to the other party), except where the terms of this Fee Agreement require receipt rather than sending of any notice, in which case such provision shall control:

IF TO THE SPONSOR:

[to be inserted prior to third reading]

WITH A COPY TO (does not constitute notice):

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

IF TO THE COUNTY:

Richland County, South Carolina
Attn: Richland County Economic Development Director
2020 Hampton Street
Columbia, South Carolina 29204

WITH A COPY TO (does not constitute notice):

Parker Poe Adams & Bernstein LLP
Attn: Ray E. Jones
1221 Main Street, Suite 1100 (29201)
Post Office Box 1509
Columbia, South Carolina 29202-1509

Section 10.2. Provisions of Agreement for Sole Benefit of County and Sponsor. Except as otherwise specifically provided in this Fee Agreement, nothing in this Fee Agreement expressed or implied confers on any person or entity other than the County and the Sponsor any right, remedy, or claim under or by reason of this Fee Agreement, this Fee Agreement being intended to be for the sole and exclusive benefit of the County and the Sponsor.

Section 10.3. Counterparts. This Fee Agreement may be executed in any number of counterparts, and all of the counterparts together constitute one and the same instrument.

Section 10.4. Governing Law. South Carolina law, exclusive of its conflicts of law provisions that would refer the governance of this Fee Agreement to the laws of another jurisdiction, governs this Fee Agreement and all documents executed in connection with this Fee Agreement.

Section 10.5. Headings. The headings of the articles and sections of this Fee Agreement are inserted for convenience only and do not constitute a part of this Fee Agreement.

Section 10.6. Amendments. This Fee Agreement may be amended only by written agreement of the parties to this Fee Agreement.

Section 10.7. Agreement to Sign Other Documents. From time to time, and at the expense of the Sponsor, to the extent any expense is incurred, the County agrees to execute and deliver to the Sponsor such additional instruments as the Sponsor may reasonably request and as are authorized by law and

reasonably within the purposes and scope of the Act and this Fee Agreement to effectuate the purposes of this Fee Agreement.

Section 10.8. Interpretation; Invalidity; Change in Laws.

(a) If the inclusion of property as Economic Development Property or any other issue is unclear under this Fee Agreement, then the parties intend that the interpretation of this Fee Agreement be done in a manner that provides for the broadest inclusion of property under the terms of this Fee Agreement and the maximum incentive permissible under the Act, to the extent not inconsistent with any of the explicit terms of this Fee Agreement.

(b) If any provision of this Fee Agreement is declared illegal, invalid, or unenforceable for any reason, the remaining provisions of this Fee Agreement are unimpaired, and the parties shall reform such illegal, invalid, or unenforceable provision to effectuate most closely the legal, valid, and enforceable intent of this Fee Agreement so as to afford the Sponsor with the maximum benefits to be derived under this Fee Agreement, it being the intention of the County to offer the Sponsor the strongest inducement possible, within the provisions of the Act, to locate the Project in the County.

(c) The County agrees that in case the FILOT incentive described in this Fee Agreement is found to be invalid and the Sponsor does not realize the economic benefit it is intended to receive from the County under this Fee Agreement as an inducement to locate in the County, the County agrees to negotiate with the Sponsor to provide a special source revenue or Infrastructure Credit to the Sponsor (in addition to the Infrastructure Credit explicitly provided for above) to the maximum extent permitted by law, to allow the Sponsor to recoup all or a portion of the loss of the economic benefit resulting from such invalidity.

Section 10.9. Force Majeure. The Sponsor is not responsible for any delays or non-performance caused in whole or in part, directly or indirectly, by strikes, accidents, freight embargoes, fires, floods, inability to obtain materials, conditions arising from governmental orders or regulations, war or national emergency, acts of God, and any other cause, similar or dissimilar, beyond the Sponsor's reasonable control.

Section 10.10. Termination; Termination by Sponsor.

(a) Unless first terminated under any other provision of this Fee Agreement, this Fee Agreement terminates on the Final Termination Date.

(b) The Sponsor is authorized to terminate this Fee Agreement at any time with respect to all or part of the Project on providing the County with thirty (30) days' notice.

(c) Any monetary obligations due and owing at the time of termination and any provisions which are intended to survive termination, survive such termination.

(d) In the year following termination, all Economic Development Property is subject to *ad valorem* taxation or such other taxation or payment in lieu of taxation that would apply absent this Fee Agreement. The Sponsor's obligation to make FILOT Payments under this Fee Agreement terminates to the extent of and in the year following the year the Sponsor terminates this Fee Agreement pursuant to this Section.

Section 10.11. Entire Agreement. This Fee Agreement expresses the entire understanding and all agreements of the parties, and neither party is bound by any agreement or any representation to the other

party which is not expressly set forth in this Fee Agreement or in certificates delivered in connection with the execution and delivery of this Fee Agreement.

Section 10.12. Waiver. Either party may waive compliance by the other party with any term or condition of this Fee Agreement only in a writing signed by the waiving party.

Section 10.13. Business Day. If any action, payment, or notice is, by the terms of this Fee Agreement, required to be taken, made, or given on any Saturday, Sunday, or legal holiday in the jurisdiction in which the party obligated to act is situated, such action, payment, or notice may be taken, made, or given on the following business day with the same effect as if taken, made or given as required under this Fee Agreement, and no interest will accrue in the interim.

Section 10.14. Agreement's Construction. Each party and its counsel have reviewed this Fee Agreement and any rule of construction to the effect that ambiguities are to be resolved against a drafting party does not apply in the interpretation of this Fee Agreement or any amendments or exhibits to this Fee Agreement.

[Signature pages follow]

IN WITNESS WHEREOF, the County, acting by and through the County Council, has caused this Fee Agreement to be executed in its name and on its behalf by the Chair of County Council and to be attested by the Clerk of the County Council; and the Sponsor has caused this Fee Agreement to be executed by its duly authorized officer, all as of the day and year first above written.

RICHLAND COUNTY, SOUTH CAROLINA

(SEAL)

By: _____
County Council Chair
Richland County, South Carolina

ATTEST:

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

[Signature Page 1 to Fee in Lieu of Ad Valorem Taxes and Incentive Agreement]

[PROJECT M19]

By: _____
Its: _____

[Signature Page 2 to Fee in Lieu of Ad Valorem Taxes and Incentive Agreement]

EXHIBIT A
PROPERTY DESCRIPTION

[TO BE INSERTED PRIOR TO THIRD READING]

EXHIBIT B (see Section 9.1)
FORM OF JOINDER AGREEMENT

Reference is hereby made to the Fee-in-Lieu of *Ad Valorem* Taxes Agreement, effective [May 7, 2019] (“Fee Agreement”), between Richland County, South Carolina (“County”) and [Project M19] (“Sponsor”).

1. Joinder to Fee Agreement.

[_____], a [STATE] [corporation]/[limited liability company]/[limited partnership] authorized to conduct business in the State of South Carolina, hereby (a) joins as a party to, and agrees to be bound by and subject to all of the terms and conditions of, the Fee Agreement as if it were a Sponsor [except the following: _____]; (b) shall receive the benefits as provided under the Fee Agreement with respect to the Economic Development Property placed in service by the Sponsor Affiliate as if it were a Sponsor [except the following _____]; (c) acknowledges and agrees that (i) according to the Fee Agreement, the undersigned has been designated as a Sponsor Affiliate by the Sponsor for purposes of the Project; and (ii) the undersigned qualifies or will qualify as a Sponsor Affiliate under the Fee Agreement and Section 12-44-30(20) and Section 12-44-130 of the Act.

2. Capitalized Terms.

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

3. Representations of the Sponsor Affiliate.

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

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

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

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

4. Governing Law.

This Joinder Agreement is governed by and construed according to the laws, without regard to principles of choice of law, of the State of South Carolina.

5. Notice.

Notices under Section 10.1 of the Fee Agreement shall be sent to:

[_____]

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

Date

Name of Entity
By: _____
Its: _____

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

RICHLAND COUNTY, SOUTH CAROLINA

By: _____
Its: _____

EXHIBIT C (see Section 3.3)
RICHLAND COUNTY RESOLUTION REQUIRING CERTAIN ACCOUNTABILITY PRACTICES CONCERNING
ECONOMIC DEVELOPMENT PROJECTS IN THE COUNTY

**A RESOLUTION TO AMEND THE DECEMBER 21, 2010,
RESOLUTION REQUIRING CERTAIN ACCOUNTABILITY
PRACTICES CONCERNING ECONOMIC DEVELOPMENT
PROJECTS IN RICHLAND COUNTY**

WHEREAS, Richland County Council adopted a resolution dated as of December 21, 2010 (“Prior Resolution”), which requires companies receiving economic development incentives from Richland County, South Carolina (“County”) to submit annual reports to the Richland County Economic Development Office; and

WHEREAS, the County desires to make the form of the annual reports submitted by such companies uniform in order to make the substantive information contained in the annual reports more easily tracked and documented by the Richland County Economic Development Office.

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

Section 1. The County affirms that each company awarded an incentive by the County in exchange for the location or expansion of a facility or facilities within the County shall submit an annual report to the Richland County Economic Development Office by January 31 of each year throughout the term of the incentives.

Section 2. The Richland County Economic Development Office is authorized to create (and from time to time, if necessary, amend or recreate) and make available the form of the annual report; however, such form, shall require, at a minimum, the following information:

- a. Name of company;
- b. Cumulative capital investment (less any removed investment) to date as a result of the project;
- c. Net jobs created to date as a result of the project;

Section 3. A copy of the then-current form of the annual report may be obtained from the following address. The annual report shall likewise be submitted to the following address by the required date.

Richland County Economic Development Office
Attention: Kim Mann
1201 Main Street, Suite 910
Columbia, SC 29201

Section 4. This Resolution amends the Prior Resolution and sets forth the County’s requirements with respect to the annual reports to be submitted by each company awarded an incentive by the County as described in Section 1.

Section 5. The substance of this Resolution shall be incorporated into the agreement between the County and each company with respect to the incentives granted by the County to the company.


Section 6. In the event that any company shall fail to submit an annual report, or any portion thereof, such company may be required to return all incentives, or a dollar amount equal thereof, to the County. Such incentives, or the dollar amount equal thereto, shall be paid to the County within 60 days after the date upon which the information was originally due.

RESOLVED: December 12 2017

RICHLAND COUNTY, SOUTH CAROLINA


Chair, Richland County Council

(SEAL)
ATTEST:


Clerk to County Council

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND)

**A RESOLUTION OF
RICHLAND COUNTY, SOUTH CAROLINA**

**TO PROVIDE AUTHORIZATION FOR AN INSTALLMENT PURCHASE
PLAN OF FINANCE FOR CERTAIN CAPITAL PROJECTS
(ECONOMIC DEVELOPMENT INFRASTRUCTURE) IN THE COUNTY;
AND OTHER RELATED MATTERS.**

WHEREAS, the County Council (“Council”) of Richland County, South Carolina (“County”) has determined to pursue the acquisition and construction of capital projects, including certain real property on which the County will create a business park, designed to promote economic development and job growth in the County;

WHEREAS, the Council has determined that it is in the best interest of the County to pursue the construction and acquisition of the such capital projects through an installment plan of finance pursuant to which a South Carolina nonprofit corporation (“Corporation”), the sole purpose of which will be supporting the governmental mission and activities of the County, and the County will enter into certain agreements by which the Corporation will acquire, improve, renovate, expand, construct or equip certain real property and improvements (collectively, “Capital Projects”);

WHEREAS, to provide funds for the payment of the costs of the Capital Projects, the Corporation will issue its taxable or tax-exempt Installment Purchase Revenue Bonds in one or more series (collectively, “Bonds”) under and secured by the terms of a Trust Agreement (“Trust Agreement”) by and between the Corporation and a trustee (“Trustee”);

WHEREAS, to effect the financing of the Capital Projects, the County and the Corporation will enter (i) a Base Lease and Conveyance Agreement (“Base Lease”), pursuant to which the County will lease to the Corporation certain real property owned by the County (“Real Property”) and convey to the Corporation any existing improvements on the Real Property (“Conveyed Improvements”), and (ii) an Installment Purchase and Use Agreement (“Purchase and Use Agreement”) pursuant to which (A) the Corporation will construct, acquire, improve, expand, renovate, construct and equip the Capital Projects, and, (B) the County will make installment payments to the Corporation for the purchase of undivided interests in the Capital Projects and Conveyed Improvements and to lease the portion of the Capital Projects and Conveyed Improvements not owned by the County;

WHEREAS, the Corporation will, by the terms of the Trust Agreement, use the installment payments to pay the debt service on the Bonds; and

WHEREAS, it is proposed that the members of the Board of Directors of the Corporation will adopt a resolution approving the Base Lease, the Purchase and Use Agreement, the Trust Agreement and the issuance and sale of the Bonds, pursuant the provisions of the Constitution and laws of the State of South Carolina.

NOW, THEREFORE, BE IT RESOLVED by the Council, as the governing body of the County, in meeting duly assembled:

ARTICLE I
AUTHORIZATION OF AND CONSENT TO CORPORATION, BONDS AND
FINANCING DOCUMENTS

SECTION 1.01. Consent to and Approval of Corporation and the Bonds. The Council hereby consents to the creation of the Corporation and the undertaking by the Corporation of an installment purchase plan of finance respecting the Capital Projects and the issuance of the Bonds pursuant to a Trust Agreement. The initial members of the Board of Directors of the Corporation shall be identified by the Authorized Representatives. The Council hereby consents to and approves the issuance, sale, execution and delivery of the Bonds in one or more series of taxable or tax-exempt obligations, in an amount or amounts to be set pursuant to a resolution to be adopted by the Board of Directors of the Corporation to provide for the payment of the costs of the Capital Project, and the costs of issuance of the Bonds and all expenses incurred in connection therewith. The Council also agrees to accept the Capital Projects at such time as the Bonds are retired.

SECTION 1.02. Use of Proceeds of the Bonds. The proceeds of the Bonds shall be applied to (i) provide the amounts necessary to pay the costs of the Capital Projects (including capitalized interest with respect thereto), (ii) provide for reserve funds to further secure the Bonds, which provision may be made by surety bond or other financial guaranty, (iii) pay the premium of any municipal bond insurance policy issued in connection with the Bonds, and (iv) pay costs of issuance of the Bonds. The final determination as to the scope and nature of the Capital Projects shall be made by the County Council Chairman (“Chair”) or the County Administrator, or their designees (collectively “Authorized Representatives”), with advice and counsel from bond counsel and the County’s financial advisor.

SECTION 1.03 Base Lease and Purchase and Use Agreement. Council approves the negotiation, execution and delivery of the Base Lease and the Purchase and Use Agreement and authorizes the Authorized Representatives, or any of them acting alone, are hereby authorized, empowered and directed to negotiate, execute, acknowledge and deliver the Base Lease and the Purchase and Use Agreement. The execution of the Base Lease and the Purchase and Use Agreement shall constitute conclusive evidence of the persons executing the same of their approval of such documents.

SECTION 1.04 Pledge of Real Property. Council acknowledges that the Corporation may pledge and mortgage its interest in the Real Property and Conveyed Improvements leased and conveyed, respectively, to the Corporation under the Base Lease as security for the repayment of the Bonds. Council hereby consents and approves the pledge and mortgage of such interests by the Corporation.

ARTICLE II
CONSENT TO SALE OF THE BONDS

SECTION 2.01. Purchase and Sale of the Bonds. The County acknowledges that the Corporation may employ underwriter or placement agent (collectively, “Underwriter”) and other licensed financial professionals to arrange for the placement, distribution and sale of the Bonds. If the County is a signatory to an agreement for the purchase of the Bonds, then the form of such agreement shall be presented to an Authorized Representative for approval, execution and delivery.

SECTION 2.02. Official Statement. The Council hereby approves the preparation, distribution and use by the Corporation of an offering document, if necessary or desirable, in connection with the offer and sale of the Bonds by the Underwriter, provided that prior to distribution of the offering documents, the Authorized Representatives shall receive the advice of counsel in connection therewith. The Authorized Representatives are authorized to deem “final” the offering documents, and any amendments

or supplements thereto, for purposes of S.E.C. Rule 15c2-12 and to execute and deliver the final offering document.

**ARTICLE III
GENERAL AUTHORIZATION**

SECTION 3.01. General Authorization. The Authorized Representatives, upon the advice of bond counsel, are hereby authorized to execute and deliver the necessary documents and take such actions as may be necessary or desirable to effect the issuance of the Bonds and the installment plan of finance to acquire, construct, equip, renovate and design the Capital Projects.

SECTION 3.02. Financing Terms and Professionals. The Authorized Representatives are authorized to hire bond counsel and such other professionals or service providers as may be necessary or desirable to effect the issuance of the Bonds and the installment plan of finance to acquire, construct, equip, renovate and design the Capital Projects.

SECTION 3.03. Effective Date. This Resolution shall take effect immediately and no further authorization is required to execute and deliver all documents and certificates required to effect the sale, issuance and delivery of the Bonds. This Resolution shall be construed liberally to effect the intent of the Council to undertake the installment plan of finance to construct the Capital Projects.

Resolved: April 2, 2019.

RICHLAND COUNTY, SOUTH CAROLINA

Chair of County Council

(SEAL)
ATTEST:

Clerk to County Council

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND)

**A RESOLUTION OF
RICHLAND COUNTY, SOUTH CAROLINA**

**TO PROVIDE AUTHORIZATION FOR AN INSTALLMENT
PURCHASE PLAN OF FINANCE FOR CERTAIN CAPITAL
PROJECTS (PARKING) IN THE COUNTY; AND OTHER
RELATED MATTERS.**

WHEREAS, the County Council (“Council”) of Richland County, South Carolina (“County”) has determined that the availability of sufficient parking is a critical requirement to attract commercial investment to discreet areas of the County located within the city limits of the City of Columbia (“City”);

WHEREAS, Project Kline has approached the County seeking to address a critical parking need for mixed-use project involving the construction of new commercial office space and one or more hotels comprising an investment in excess of \$40,000,000 and the creation of several hundred new jobs (“Project”);

WHEREAS, to incentivize Project Kline and to further the economic development of and the creation of job opportunities in the County, the County desires to construct or cause to be constructed a parking garage;

WHEREAS, the commitments of Project Kline, the County and the City relating to the Project are to be memorialized in a memorandum of understanding (“MOU”) among the parties;

WHEREAS, the Council has determined that it is in the best interest of the County to pursue the construction and acquisition of the parking garage through an installment plan of finance pursuant to which a South Carolina nonprofit corporation (“Corporation”), the sole purpose of which will be supporting the governmental mission and activities of the County, and the County will enter into certain agreements by which the Corporation will acquire, improve, renovate, expand, construct and equip certain real property and improvements (collectively, “Capital Projects”) to serve Project Kline;

WHEREAS, to provide funds for the payment of the costs of the Capital Projects, the Corporation will issue its taxable or tax-exempt Installment Purchase Revenue Bonds in one or more series (collectively, “Bonds”) under and secured by the terms of a Trust Agreement (“Trust Agreement”) by and between the Corporation and a trustee (“Trustee”);

WHEREAS, to effect the financing of the Capital Projects, the County and the Corporation will enter (i) a Base Lease and Conveyance Agreement (“Base Lease”), pursuant to which the County pursuant to which the County will lease to the Corporation certain real property owned by the County (“Real Property”) and convey to the Corporation any existing improvements on the Real Property (“Conveyed Improvements”), and (ii) an Installment Purchase and Use Agreement (“Purchase and Use Agreement”) pursuant to which (A) the Corporation will make construct, acquire, expand, renovate and equip the Capital Projects, and, (B) the County will make installment payments to the Corporation for the purchase of undivided interests in the Capital Projects and Conveyed Improvements and to lease the portion of the Capital Projects and Conveyed Improvements not owned by the County; and

WHEREAS, the Corporation will, by the terms of the Trust Agreement, use the installment payments to pay the debt service on the Bonds;

WHEREAS, it is proposed that the members of the Board of Directors of the Corporation will adopt a resolution approving the Base Lease, the Purchase and Use Agreement, the Trust Agreement and the issuance and sale of the Bonds, pursuant the provisions of the Constitution and laws of the State of South Carolina.

NOW, THEREFORE, BE IT RESOLVED by the Council, as the governing body of the County, in meeting duly assembled:

**ARTICLE I
AUTHORIZATION OF AND CONSENT TO CORPORATION, BONDS AND
FINANCING DOCUMENTS**

SECTION 1.01. Consent to and Approval of Corporation and the Bonds. The Council hereby consents to the creation of the Corporation and the undertaking by the Corporation of an installment purchase plan of finance respecting the Capital Projects and the issuance of the Bonds pursuant to a Trust Agreement. The initial members of the Board of Directors of the Corporation shall be identified by the Authorized Representatives (as defined below). The Council hereby consents to and approves the issuance, sale, execution and delivery of the Bonds in one or more series of taxable or tax-exempt obligations, in an amount or amounts to be set pursuant to a resolution to be adopted by the Board of Directors of the Corporation to provide for the payment of the costs of the Capital Project, and the costs of issuance of the Bonds and all expenses incurred in connection therewith. The Council also agrees to accept the Capital Projects at such time as the Bonds are retired.

SECTION 1.02. Use of Proceeds of the Bonds. The proceeds of the Bonds shall be applied to (i) provide the amounts necessary to pay the costs of the Capital Projects (including capitalized interest with respect thereto), (ii) provide for reserve funds to further secure the Bonds, which provision may be made by surety bond or other financial guaranty, (iii) pay the premium of any municipal bond insurance policy issued in connection with the Bonds, and (iv) pay costs of issuance of the Bonds. The final determination as to the scope and nature of the Capital Projects shall be made by the County Council Chairman (“Chair”) or the County Administrator, or their designees (collectively “Authorized Representatives”), with advice and counsel from bond counsel and the County’s financial advisor.

SECTION 1.03 Base Lease and Purchase and Use Agreement. Council approves the negotiation, execution and delivery of the Base Lease and the Purchase and Use Agreement and authorizes the Authorized Representatives, or any of them acting alone, are hereby authorized, empowered and directed to negotiate, execute, acknowledge and deliver the Base Lease and the Purchase and Use Agreement. The execution of the Base Lease and the Purchase and Use Agreement shall constitute conclusive evidence of the persons executing the same of their approval of such documents.

SECTION 1.04 Pledge of Real Property. Council acknowledges that the Corporation may pledge and mortgage its interest in the Real Property and Conveyed Improvements leased and conveyed, respectively, to the Corporation under the Base Lease as security for the repayment of the Bonds. Council hereby consents and approves the pledge and mortgage of such interests by the Corporation.

**ARTICLE II
CONSENT TO SALE OF THE BONDS**

SECTION 2.01. Purchase and Sale of the Bonds. The County acknowledges that the Corporation may employ underwriter or placement agent (collectively, “Underwriter”) and other licensed financial professionals to arrange for the placement, distribution and sale of the Bonds. If the County is a signatory to an agreement for the purchase of the Bonds, then the form of such agreement shall be presented to an Authorized Representative for approval, execution and delivery.

SECTION 2.02. Official Statement. The Council hereby approves the preparation, distribution and use by the Corporation of an offering document, if necessary or desirable, in connection with the offer and sale of the Bonds by the Underwriter, provided that prior to distribution of the offering documents, the Authorized Representatives shall receive the advice of counsel in connection therewith. The Authorized Representatives are authorized to deem “final” the offering documents, and any amendments or supplements thereto, for purposes of S.E.C. Rule 15c2-12 and to execute and deliver the final offering document..

ARTICLE III GENERAL AUTHORIZATION

SECTION 3.01. General Authorization. The Authorized Representatives, upon the advice of bond counsel, are hereby authorized to execute and deliver the necessary documents and take such actions as may be necessary or desirable to effect the issuance of the Bonds and the installment plan of finance to acquire, construct, equip, renovate and design the Capital Projects.

SECTION 3.02. MOU as Condition Precedent. The County shall not incur any material obligations in connection with the Project until the City, the County and Project Kline have successfully concluded the negotiation of the MOU, the terms of which must be approved by the Council.

SECTION 3.03. Financing Terms and Professionals. The Authorized Representatives are authorized to hire bond counsel and such other professionals or service providers as may be necessary or desirable to effect the issuance of the Bonds and the installment plan of finance to acquire, construct, equip, renovate and design the Capital Projects.

SECTION 3.04. Effective Date. This Resolution shall take effect immediately and no further authorization is required to execute and deliver all documents and certificates required to effect the sale, issuance and delivery of the Bonds. This Resolution shall be construed liberally to effect the intent of the Council to undertake the installment plan of finance to construct the Capital Projects.

Resolved: April 2, 2019.

RICHLAND COUNTY, SOUTH CAROLINA

Chair of County Council

(SEAL)
ATTEST:

Clerk to County Council

**RICHLAND COUNTY GOVERNMENT
DEPARTMENT OF TRANSPORTATION**

2000 Hampton Street, Suite 3014, Columbia, SC 29204
T 803-576-2050 | F 803-576-2137 | TDD 803-576-2045
richlandcountysc.gov



Transportation Ad Hoc Committee Agenda

- 3A. Approval of CR Jackson's request to utilize Richland County's Property for their assets, during the construction of Clemson Road Widening



RICHLAND COUNTY TRANSPORTATION PROGRAM PENNY PROJECT: 276

CLEMSON ROAD WIDENING

GRANTOR: RICHLAND COUNTY

CONTRACTOR'S AGREEMENT

This CONTRACTOR'S AGREEMENT is made as of MARCH 14TH, 2019, by C.R. Jackson, Inc. ("Contractor"), to and for the benefit of *Richland County* ("GRANTOR") to obtain GRANTOR's permission to allow Contractor on or about GRANTOR's property (see Exhibit A), for the purpose of creating and maintaining a material and equipment laydown yard in connection with the above referenced RICHLAND COUNTY PENNY PROJECT, located in Columbia, Richland County, South Carolina and herein after referred to as Project.

In consideration of GRANTOR's consent to permit Contractor on or about GRANTOR's property for such purposes, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged by Contractor, Contractor hereby agrees as follows:

1. Insurance Requirements. Contractor shall maintain general liability insurance as required by the Project Owner, Richland County, South Carolina to construct the Project.
2. Indemnification.

Contractor further specifically agrees as follows:

(a) Contractor shall indemnify, defend and save harmless GRANTOR and its affiliates from all suits or claims of any character brought because of any injuries or damage received or sustained by any person, persons, or property, in whole or in part, on account of the operations of Contractor or any subcontractor or sub-subcontractor; or on account of or in consequence of any neglect in safeguarding the work; or through use of unacceptable materials or workmanship in constructing the work; or because of any act or omission, neglect, or misconduct of Contractor or any subcontractor or sub-subcontractor; or because of any claims or amounts recovered from any infringements of patent, trademark or copyright; or for failing to pay, when and as due, all bills and other legitimate charges, including lawful claims for labor performed or materials, equipment and supplies furnished for use in and about the construction of the work under contract; or from any claims or amounts arising or recovered under the Worker's Compensation Act, or any other law, ordinance or decree.

(b) Contractor shall comply with any federal, state or local laws, statutes, codes ordinances, rules, and regulations applicable to its construction and maintenance of the Project. Contractor shall indemnify, defend, and hold GRANTOR and its affiliates

harmless with respect to any fines, penalties, liabilities, or other consequences arising from breaches of this Agreement.

(d) Contractor shall notify Richland County who will in turn notify GRANTOR promptly of any loss, damage, injury or death arising out of or in connection with the Project work.

This Agreement shall be construed under the laws of the State of South Carolina.

IN WITNESS WHEREOF, Contractor has executed and delivered this Agreement as of the date set forth below.

CONTRACTOR

C.R. JACKSON

By:

Print:

Title:


MIKE HANLEY
Project Manager

Date: 3-14-19

EXHIBIT A

Richland County, SC, Internet Mapping

User Options:
 Hide Info on Hover Hide Legend

Base Map Type:
 Roadmap Imagery Hybrid (Combine Above)

Richland County Layers:

- Property
- Address Labels
- Parcel Number Labels
- Road Maintenance Authority
- Parcels
- Zoning
- Subdivisions
- Tax Districts
- Garbage/Waste Collection

Boundaries:

- County Boundary
- Neighborhood Improvement Areas
- Municipalities
- Zip Codes

Public Safety:

- Police Stations
- Sheriff Regions

Chick:

- Voting Locations
- Voting Precincts
- Council Districts
- Magistrate Districts
- SC Senate Districts
- SC House Districts

Parcel Information:

Parcel Number: R25800-04-01
 Status Address: BUS CLEMSON RD EXT
 Primary Zoning: O2
 Secondary Zoning:
 Tax District: ZDP
 NBRD Code: C7B 00
 Taxable Value: 789,400
 Building Value: 0
 Land Value: 789,400
 Acreage: 19.519
 Owner Name: RICHLAND COUNTY
 Owner Address: 2020 HAMPTON ST
 Owner City: COLUMBIA
 Owner State: SC
 Owner ZIP: 29204
 Bedrooms: 0
 Bathrooms: 0
 Year Built: 0
 Heated Sq Feet: 0 SF
 Last Sale Date: September 20, 1945
 Legal Description:
 Legal Description: #SU
 Legal Description: #PR WIS RB1334-542 RB1391-2143

9:32 AM
 Thursday
 2/28/2019

Property location information is: R25800-04-01



TRANSPORTATION PROGRAM

EXECUTIVE SUMMARY

Date: 3/14/19

To: John Thompson, Ph.D., MBA, CPM
Director of Transportation

From: David Beaty, PE
Program Manager

RE: Lower Richland Blvd Widening - Concept Report and Public Meeting Summary with Recommendations

Introduction

The Lower Richland Blvd Widening project proposes widening Lower Richland Boulevard from Garner Ferry Road to Rabbit Run to a five lane roadway (two travel lane in each direction with a center two-way left turn lane) with 10 ft. wide shared-use path and a sidewalk. To date conceptual studies have been conducted to evaluate options for the proposed project. Additionally, a public meeting was held on February 28, 2019 to gather feedback from the residents and project stakeholders on the proposed project. The purpose of this document is to summarize the conceptual studies and public input to date and provide recommendations to advance the project.

Concept Report

A Concept Report was prepared for the Lower Richland Boulevard Widening project which describes the existing project area conditions, alternative roadway typical section and roadway alignment. The report details Right-of-Way needs, utility impacts, and environmental impacts such as wetland/stream and FEMA flood hazard area impacts.

February 28, 2019 Public Meeting

The Richland County Transportation Program held a Public Meeting for the Lower Richland Boulevard Widening project on Thursday, February 28, 2019 from 5:00 to 7:00 p.m. at Richland County Sheriff's Department Region One Substation, 2615 Lower Richland Boulevard in Columbia, SC. The meeting was conducted with an informal, open house format where individuals were able to review project displays and discuss questions with Richland County Transportation Program representatives. As people entered the meeting, staff provided a project handout and comment card. Refer to project boards for the public meeting material.

The project material included a typical section, an aerial overview and a plan view display along Lower Richland Boulevard from Garners Ferry Road to Rabbit Run were presented to the public. The typical included a five lane roadway, two travel lanes in each direction with a two-way left turn lane. The alternatives differed in how bicyclists and pedestrians were accommodated. Also included is a 10 ft shared-use path, a sidewalk and roundabout at Rabbit Run intersection with Lower Richland Boulevard.

Thirty-one (31) people signed into the public meeting and a total of 5 written comments were received from the meeting and the following two week comment period. Two (2) respondents were in support of the project and 3 were neutral to the project. Out of the 85 comments received, 32 stated their preference on a typical section. Twenty-four (24) out of 32 preferred Typical Section B (offset shared-use path). In addition, individuals questioned the need for intersection improvement at Lower Richland Boulevard and Garners Ferry Road, the need for more street lighting, drainage issues and improvements to sidewalks along Rabbit Run and Lower Richland Boulevard.

Prior to advancing the project into the Right-of-Way acquisition stage, the Richland County Transportation Program will hold another public meeting. This will allow the residents to view the selected design and discuss other specific project concerns.

Recommendations

Based on the comments received at the public meeting as well as consideration of safety and project impacts, Typical Section B with the shared-use path on the west side only is recommended for the Lower Richland Boulevard Widening project. Refer to Exhibit B. Although approximately one-third of the comments received voiced opposition to the project, the projected traffic growth along with desire to enhance bicycle and pedestrian accommodations throughout the county, serve as justification to advance the project. Minor modifications to the recommended typical section may be incorporated during the final design process to address public concerns and minimize impacts.

Exhibit A: Public Meeting Material

Exhibit B: Recommended Typical Section

DRAFT

2019

Lower Richland Boulevard (S-40-37) Design Concept Report



**Mead
& Hunt**

Project Manager: Emily Falaw

878 S. Lake Drive
Lexington, SC 29072
803-996-2900
meadhunt.com

3/15/2019

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1. Overview

1.1 Study Purpose

The purpose of the Lower Richland Boulevard Design Conceptual Study is to review existing conditions, identify environmental constraints and propose a conceptual design. The proposed corridor improvements and intersection design recommendations made within this study will address expected traffic patterns, improve safety and reduce congestion while minimizing social and environmental impacts.

1.2 Project Description

The widening of Lower Richland Boulevard (S-40-37) is identified and funded by the Richland County Transportation Penny Program and is located approximately 3.0 miles southeast of the municipal limits of Columbia, South Carolina along US 378.

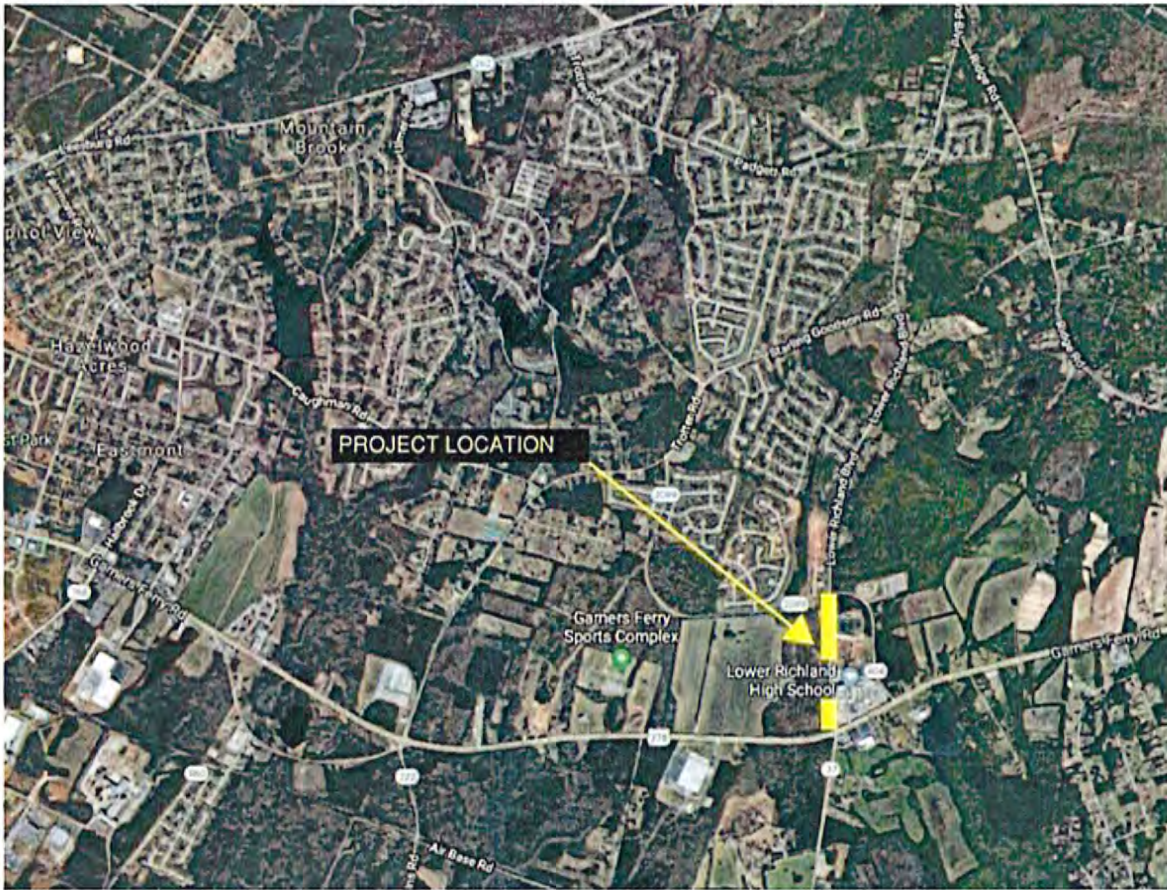


Figure 1: Project Location

The scope is to widen Lower Richland Boulevard from Rabbit Run (S-40-2089) to Garners Ferry Road (US 378). The Richland County sales tax referendum proposes for Lower Richland Boulevard to be expanded from two to five lanes consisting of four travel lanes, a center two way left turn lane, a shared use path on

one side of the road and a sidewalk on the other side. The project will also improve the intersection of Lower Richland Boulevard with Rabbit Run. See figure 2 for the project corridor.

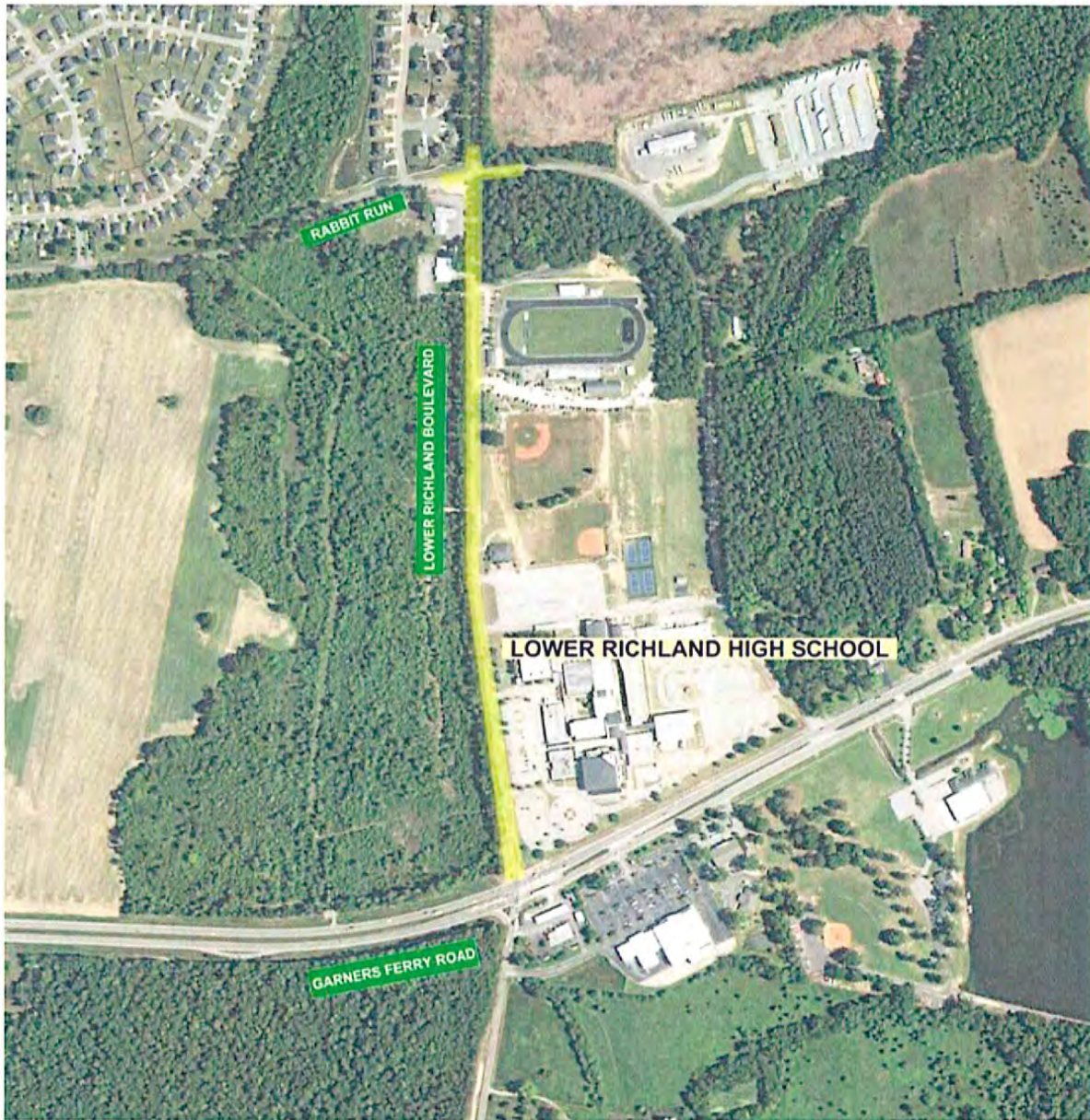


Figure 2 Project Corridor

1.3 Project Schedule

Preliminary design began September 2018. A public information meeting was held February 28, 2019. A second public information meeting is expected late 2019. Construction could begin as soon as late 2020.

without any turn lanes. Sight distance was evaluated and found to be adequate for the posted speed limits in each direction. However, the curve east of the intersection on Rabbit Run could obstruct sight distance if the intersection is shifted east. There is a school bus maintenance facility on east side of the intersection and school buses used this intersection frequently during site visits. Pedestrian activity along Rabbit Run and Lower Richland Boulevard was noticeable during site visits.



Figure 4 Lower Richland Blvd Toward Rabbit Run

The northbound and southbound approaches for Lower Richland Boulevard have shared a left/ through lane and a dedicated right turn lane. The shared through/left lanes and the require the signal to operate with a split phase. Garners Ferry Road is a four-lane divided highway with a grass median. The eastbound approach has a free flow right, a dedicated left turn lane and two through lanes. The westbound approach has dedicated right and left turn lanes and two through lanes.



Figure 5 Lower Richland Blvd Toward Garners Ferry Rd

There are 1-foot paved shoulders on each side of the road and then transitions to grass shoulders. Traveling from Garners Ferry toward Rabbit Run, the shoulder on the left side of the road have limited width with a grass ditch and trees near the travel lane. The shoulders along the remainder are of adequate width.

Pavement condition along Lower Richland Boulevard is in good condition and pavement markings are in fair condition.

2. Environmental / Design Constraints

There are four property owners along the project corridor. Property on the west side is owned by are George Bunch III et al, City of Columbia- Lower Richland Station 22 and Friendship Baptist Church. Property of the east side is owned by District 1 Richland County- Lower Richland High School.

Available mapping shows a 100-year flood zone and forested wetlands near the project corridor. A site visit was conducted and revealed the project could impact wetlands.



Figure 6 Wetlands Map

Information provided by the South Carolina Institute of Archaeology and Anthropology and the South Carolina Department of Archives and History revealed that there are no historic structures or historic sites within the project corridor.



Figure 7 Historic Features Map

Property along the project corridor is zoned as Planned Development District, Rural District, Residential Single Family-Medium Density and General Commercial.

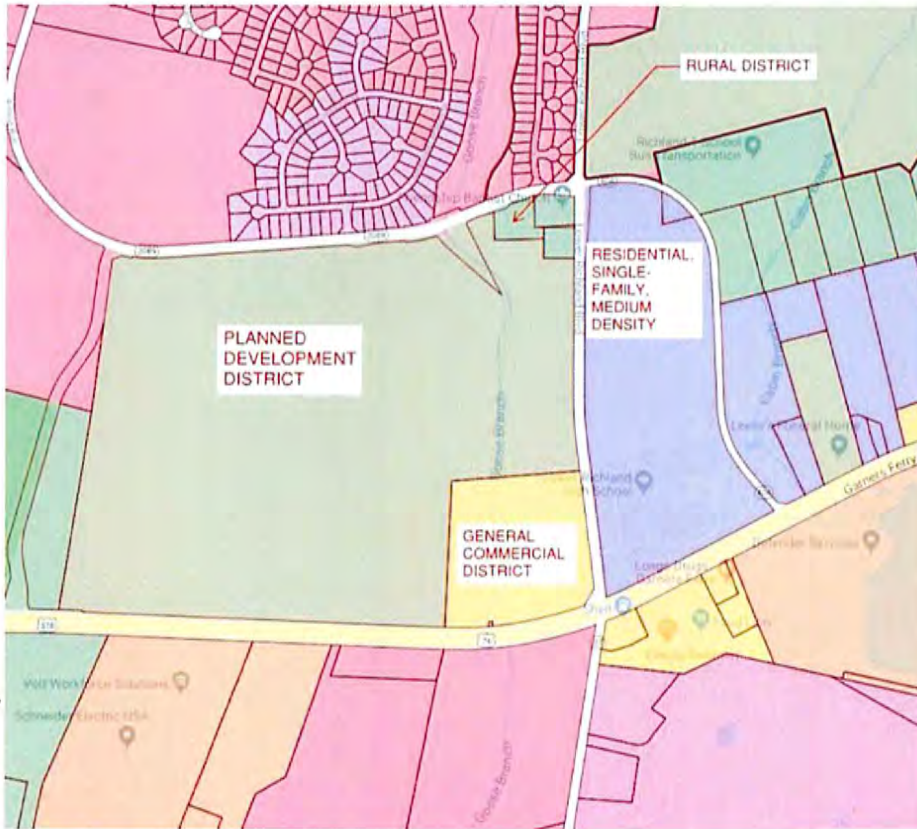


Figure 8 Zoning Map

There are several proposed developments that will increase traffic when completed. The developments are Richland Hills, Savannah Wood Richland PPD. In addition to these traffic generators there are two projects that will occur within the project corridor. These projects are a gas station in the northwest quadrant of Lower Richland Boulevard and Garners Ferry Road and a Richland County Transportation Penny Program project that will construct a shared-use path along Rabbit Run and Lower Richland Boulevard.

3. Design Criteria

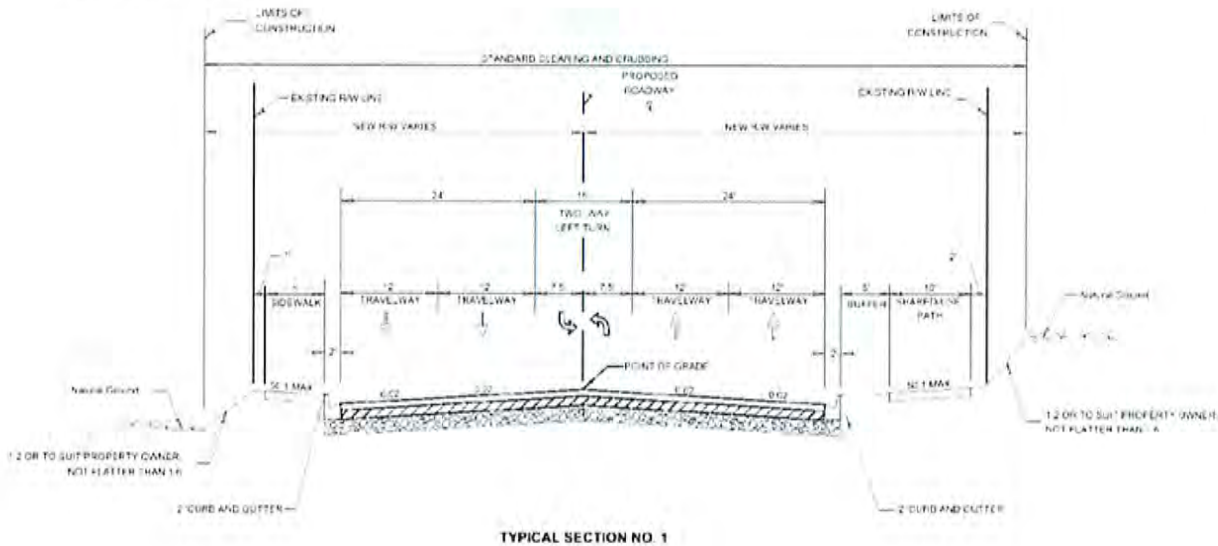
The design criteria is listed in Table 1.

| SOUTH CAROLINA DEPARTMENT OF TRANSPORTATION DESIGN CRITERIA | | Mead & Hunt | | |
|--|-----------------------|--|-----------|---------|
| Subject | | By | Date | Job No. |
| Lower Richland Blvd (S-40-37) | | MMJ | 1/21/2019 | |
| | | Checked | Date | Rev. |
| MINIMUM DESIGN CRITERIA - Lower Richland Blvd (S-40-37) | | | | |
| Design Element | Manual Section | Design Criteria | | |
| Functional Classification: | 16.1.1 | Urban Minor Arterial | | |
| Design Forecast Year: | 16.2.1 | 2042 | | |
| Design Year Traffic (ADT): | 3.6.3 | >2000 | | |
| Terrain: | 3.5.2 & 6.1 | LEVEL | | |
| Design Speed (Max.): | 16.2.3 | 40 to 45 MPH | | |
| Design Speed (Selected): | | 35 MPH | | |
| Access Control: | 3.8 | CONTROLLED BY REGULATION | | |
| Level of Service: | 3.6.4 | Desirable C | | |
| Design Vehicle: | 3.7.1 | WB-62, Clint Ladder Truck | | |
| Minimum Width of Traveled Lane: | 16.2.6 | 12' | | |
| Minimum Shoulder Width: | 16.2.6 | 10' Total (With 2' Paved) or Curb & Gutter | | |
| Cross Slope (Travel Lane): | 16.2.6 | 2.00% | | |
| Cross Slope (Shoulder Paved > 4'): | 16.2.6 | 4.00% | | |
| Cross Slope (Shoulder Paved < 4'): | 16.2.6 | Match adjacent travel lane | | |
| Cross Slope (Shoulder Unpaved): | 16.2.6 | 8.00% | | |
| Clear Zone: | 16.3.2 | 10' | | |
| Minimum Stopping Sight Distance: | 4.1 | 250' | | |
| Decision Sight Distance | 4.3 | 720' | | |
| Intersection Sight Distance | 4.4 | 390' | | |
| Maximum Superelevation: | 5.3 | 4% | | |
| Minimum Radii: | 5.2 | 371 | | |
| Horizontal Sight Distance: | 5.4 | 25' | | |
| Vertical Curvature (K-values) (Crest): | 6.5 | 29 | | |
| Vertical Curvature (K-values) (Sag): | 6.5 | 49 | | |
| Maximum Grade: | 6.3.1 | 7% | | |
| Minimum Grade: | 6.3.2 | 0.30% | | |
| Sources: | | | | |
| SCDOT Highway Design Manual May 2017 with revisions. | | | | |
| AASHTO Geometric Design of Highways and Streets | | | | |

Table 1 - Design Criteria

4. Typical Section

Lower Richland Boulevard will be expanded from two to five lanes consisting of four travel lanes, a center two way left turn lane, a shared use path on one side of the road and a sidewalk on the other side of the road. See Exhibit 4.1 for the typical section.



5. Alternate Alignments

5.1 Proposed Alignment

Alternate alignments were evaluated for the project. The alignments considered were:

Holding the existing edge of pavement, reverse curve and off alignment. Holding the existing edge of pavement impacted the Lower Richland Fire Station, Friendship Baptist Church and the Richland Hills Subdivision. The off alignment resulted in an offset intersection and was found not to be optimal operationally. The reverse curve avoided and/or minimized impacts Lower Richland Fire Station, Friendship Baptist Church, Richland Hills Subdivision. It also provided a safer alignment approaching the roundabout and provides better opportunity if Lower Richland Boulevard is widened past Rabbit Run in the future.

6. Project Layout

Figures 10, 11 and 12 show the conceptual design for the project beginning at Garners Ferry Road to Rabbit Run.

Figure 10 shows the conceptual widening plans beginning at Garners Ferry Road between Stations

0+00 to 10+00. Improvements beyond the intersection with Garner Ferry's Road is outside the project scope of this project. The southbound approach at Garners Ferry Road will have a dedicated through lane, a dedicated right-turn lane and a dedicated left-turn lane. The northbound lanes will have two through lanes. A ten-foot shared-use path will be constructed on the right side of the road looking toward Rabbit Run. A five-foot grass buffer will separate the curb and gutter and shared-use path. A two-foot buffer will be provided between the edge of the shared use path and an iron fence with concrete columns. The left side of the road will have a five-foot sidewalk adjacent to the curb and gutter. The center of the roadway will be shifted 13 feet to the east to avoid impacts to overhead and underground utilities and a fence and parking lots owned by Lower Richland High School.

Visual surveys identified overhead power lines running parallel to Lower Richland Boulevard on the right side of the road along with telephone, gas and water utilities. The left side of the road has fire hydrants, telephone and service poles for overhead power.

There is a vertical curve between station 0+00 and 3+00 that does not meet current standards. This vertical curve will be improved by the project. The design provides a tangent section through this section for approximately between Station 0+00 and 12+00. The southern leg of Lower Richland Boulevard approaches the intersection at a skewed angle of approximately 75 degrees. This is within the 70 degrees allowed in Section 9.2.6.2 (Angle of Intersection) where obtaining the right of way to straighten the angle of the intersection would be impractical.



Figure 10 Concept Design 1

Figure 11 shows the conceptual widening plans between Stations 10+00 and 22+00. The curve that began at Station 12+00 will end at Station 22+00. A reverse curve will begin at Station 22+00 to properly tie into a new roundabout at Station 29+00. A design speed of 35 mph was selected to minimize impacts. No superelevation is required for the selected alignment and design speed. The multi-use path constructed as a part of the SERN project will not be impacted through this section.

Visual surveys identified overhead power lines running parallel to Lower Richland Boulevard on the right side of the road along with telephone, gas and water utilities. The left side of the road has fire hydrants, telephone and service poles for overhead power.



Figure 11 Concept Design 2

Figure 12 shows the conceptual widening plans between Stations 21+00 to 32+00. The reverse curve allows the new centerline of the roadway to be shifted approximately 20 feet east of the existing centerline at the intersection of Lower Richland Boulevard and Rabbit Run. The intersection was shifted east to avoid and/or minimize impacts to Lower Richland Fire Station, Friendship Baptist Church and Richland Hills Subdivision. Curvature approaching the roundabout also improves safety by reducing speeds prior to the intersection and reducing the potential for vehicles to errantly cross through the middle of the roundabout. A free-flowing right will be provided through the roundabout onto Rabbit Run westbound.

The project will connect the existing multi-use path to the new five-foot sidewalk. A crosswalk will be provided through the roundabout.

Visual surveys identified overhead power lines running parallel to Lower Richland Boulevard on the right side of the road along with telephone, gas and water utilities. The left side of the road has fire hydrants, telephone and service poles for overhead power.



Figure 12 Concept Design 3

7. Summary and Recommendations

- The project will begin at Garners Ferry Road and end at Rabbit Run.
- Lower Richland Boulevard will be expanded from two to five lanes
 - 4, 12- foot travel lanes
 - 15-foot center two way left turn lane
 - 10-foot shared use path on one side of the road
 - 5' sidewalk on the other side of the road
- The design speed for the project is 35 mph.

- The new roadway will have a reverse curve to shift the intersection at Rabbit Run east
- The vertical curve between Station 0+00 and 3+00 will be improved at the intersection of Garners Ferry Road and Lower Richland Boulevard
- A roundabout will be constructed at the intersection with Rabbit Run and Lower Richland Boulevard
- A crosswalk will be provided at the intersection with Rabbit Run and Lower Richland Boulevard and Garners Ferry Road and Lower Richland
- The project will tie into the multi-use path constructed by the SERN project with minimal impacts to the path



TRANSPORTATION PROGRAM

EXECUTIVE SUMMARY

Date: 3/15/19

To: John Thompson, Ph.D., MBA, CPM
Director of Transportation

From: David Beaty, PE
Program Manager

RE: Polo Road Widening - Concept Report and Public Meeting Summary with Recommendations

Introduction

The Polo Road Widening project proposes widening Polo Road from Two Notch Road to Mallet Hill Road to a three lane roadway (a travel lane in each direction with a center two-way left turn lane) with bicycle and pedestrian accommodations. To date conceptual studies have been conducted to evaluate options for the proposed project. Additionally, a public meeting was held on January 31, 2019 to gather feedback from the residents and project stakeholders on the proposed project. The purpose of this document is to summarize the conceptual studies and public input to date and provide recommendations to advance the project.

Concept Report

A Concept Report was prepared for the Polo Road Widening project which describes the existing project area conditions, alternative roadway typical sections and roadway alignments. The report details Right-of-Way needs, utility impacts, and environmental impacts such as wetland/stream and FEMA flood hazard area impacts. The report also presents that the average daily traffic on Polo Road was 8,600 vehicles per day (VPD) in 2017. With an estimated annual growth rate of 1.9%, the design year (2043) traffic is estimated to be near 15,000 VPD.

January 31, 2019 Public Meeting

The Richland County Transportation Program held a Public Meeting for the Polo Road Widening project on Thursday, January 31, 2019 from 5:00 to 7:00 p.m. at Northeast Presbyterian Church, 601 Polo Road in Columbia, SC. The meeting was conducted with an informal, open house format where individuals were able to review project displays and discuss questions with Richland County Transportation Program representatives. As

people entered the meeting, staff provided a project handout and comment card. Refer to Exhibit A for the public meeting handout.

Two (2) different alternatives for the 1.9 miles of road widening along Polo Road from Two Notch Road to Mallet Hill Road were presented to the public. Both alternatives included a three lane roadway, one travel lane in each direction with a two-way left turn lane. The alternatives differed in how bicyclists and pedestrians were accommodated. Typical Section A includes four (4) foot bike lanes adjacent to the travel lanes and five (5) foot sidewalks. Typical Section B includes a ten (10) foot shared-use path separated from the travel lanes. Richland County Transportation Program representatives told the public that the shared-use path could be on one or both sides of the roadway.

One hundred and thirty-two (132) people signed into the public meeting and a total of 85 written comments were received from the meeting and the following two week comment period. Thirty (30) respondents were in support of the project, 22 were neutral and 33 were opposed to the project. Out of the 85 comments received, 32 stated their preference on a typical section. Twenty-four (24) out of 32 preferred Typical Section B (offset shared-use path) with the majority recommending a shared-use path on one side only. Some individuals questioned the need for the project while others specifically indicated the need for pedestrian accommodations. Other comments include concern of the existing and future vehicular speed, existing inadequate sight distance, property impacts especially to neighborhood entrances, and environmental impacts. Several residents noted existing concerns at the intersections of Two Notch Road/Polo Road and Running Fox Road/Polo Road. Additionally, several comments were received to extend the widening toward Alpine Road to the soccer field entrance.

Prior to advancing the project into the Right-of-Way acquisition stage, the Richland County Transportation Program will hold another public meeting. This will allow the residents to view the proposed design and discuss other specific project concerns.

Recommendations

Based on the comments received at the public meeting as well as consideration of safety and project impacts, a three lane roadway, one travel lane in each direction with a two-way left turn lane, from Two Notch Road to Mallet Hill Road with a shared-use path on the west side only is recommended for the Polo Road Widening project. This recommendation is in accordance with the technical memorandums which were the basis of the 2012 Referendum. Although approximately one-third of the comments received voiced opposition to the project, the projected traffic growth along with desire to enhance bicycle and pedestrian accommodations throughout the county, serve as justification to advance the project. Minor modifications to the recommended typical section may be incorporated during the final design process to address public concerns and minimize impacts.

Exhibit A: Public Meeting Handout

Exhibit B: Recommended Typical Section

EXHIBIT A

Public Meeting Handout



TRANSPORTATION PROGRAM PUBLIC MEETING

POLO ROAD WIDENING PUBLIC MEETING

Public Information Meeting – January 31, 2019



WELCOME

The purpose of the meeting is to gather input from the local community, concerned citizens and project stakeholders on the widening of Polo Road including alternative bicycle and pedestrian accommodations. This meeting is being conducted in an informal, open house format. You are encouraged to review the various displays and discuss your questions or concerns with any of the project team at the meeting. You are also encouraged to provide written comments on the forms provided so that our team may have a written record of your concerns or suggestions.

PROJECT OVERVIEW

As part of the Richland County Transportation Penny Program, Richland County is proposing to widen Polo Road for approximately 1.9 miles from Mallet Hill Road to Two Notch Road. The purpose of the project is to improve the safety and operational efficiency of Polo Road. The proposed project would include widening the existing roadway to a three-lane section consisting of one travel lane in each direction and a two-way left turn lane, which is a paved median. Bicycle and pedestrian accommodations are also proposed; refer to the back of the handout for optional accommodations.

PROJECT PATH FORWARD

After the close of the comment period on February 15, 2019, the project team will review and consider all comments received for further development of the project. The information gathered from additional design studies, along with your input will be used to assist with selecting the final design for the proposed project.



TRANSPORTATION PROGRAM PUBLIC MEETING

POLO ROAD WIDENING PUBLIC MEETING

Public Information Meeting – January 31, 2019

PROJECT TIMELINE

The project is currently in the conceptual design phase of the project. The following is an estimated schedule:

| | |
|------------------------------|-----------|
| Second Public Meeting: | Late 2019 |
| Begin Property Negotiations: | 2020 |
| Begin Construction: | 2021 |

BICYCLE AND PEDESTRIAN ALTERNATES

Roadway section would remain the same for both alternate typical sections.



Typical Section A
On-street bike lanes and
sidewalks.



Typical Section B
Shared-use path*
*Shared-use path may be
on one or both sides of the
roadway.*

EXHIBIT B

Recommended Typical Section

EXECUTIVE SUMMARY

Date: March 14, 2019

To: Dr. John Thompson
Director of Transportation

From: David Beaty, PE
Program Manager

RE: Smith/Rocky Branch Greenways – Public Meeting Summary with Recommendations

The Smith/Rocky Branch Greenways Project includes three of the fifteen greenways included in the 2012 Referendum, with \$431,183 for section A, \$1,415,315 for section B, and \$901,122 for section C totaling a budgeted amount of \$2.7 million. Individually the budgeted amounts are insufficient to build the greenways but the combined amount would be enough to construct one of the proposed greenways. The Richland County Transportation Program conducted two public meetings for the Smith/Rocky Branch Greenways, and completed conceptual studies. This Executive Summary will provide an overview of the public meeting and offer recommendations to advance the project.

The Richland County Transportation Program held two public meetings for the Smith/Rocky Branch Greenways on Wednesday, February 13, 2019 from 5:00 to 7:00 p.m. at 701 Whaley St, and on Thursday, February 21, 2019 at Earlewood Park Community Center located on 1113 Recreation Dr. The meetings were an informal, open house format with project displays and Richland County Transportation Program representatives present to answer questions. As people entered the meeting, staff provided a handout and a comment card, and encouraged the public to provide comments and rank the proposed improvements in the neighborhood plan, after they reviewed the displays and asked questions they may have. In addition to staff, 22 and 59 people attended the meeting respectively.

The project displays provided an aerial overview map and typical sections of the proposed the neighborhood improvements included in Appendix A. The proposed greenway alignments for Smith Branch, connect the Broad River Canal to Clement Rd and Duke Ave. intersection (Section A), Clement Rd and Duke Ave intersection along Smith Branch through Earlewood Park, to Colonial Dr. (Section C), Rocky Branch Greenway starts near the intersection of Harden St. and Gervais St. through Five Points into Maxcy Gregg Park continuing through the campus of The University of South Carolina to the intersection near Assembly Ave Flora St then along Rocky Branch to Granby Park. During the comment period, staff received 58 comment cards and emails. The following lists the greenways in order of preference based on the numerical value that the public ranked greenways with a higher score being a more desired project:

1. Section C-Rocky Branch Greenway
2. Section B-Smith Branch from intersection of Clement Rd and Duke Ave. to Colonial Dr.
3. Section A-Broad River Canal to Clement Rd and Duke Ave. intersection.

Recommendations

As a result of the comments received from the public meeting, connectivity, coordination with project stakeholders and greenway planners with previous knowledge of the projects, as well as safety considerations, project impacts, and available funding, the following project is recommended for further design studies on Rocky Branch Greenway (Section C). This section will start at the Olympia Project and follow the creek to Granby Park. Furthermore, the program recommends moving the monies from Section A and B to Section C to allow for completion of the greenway.

Appendix A: February 13 & 21, 2019 Public Meeting Information

Smith - Rocky Branch Greenway Project Section A, B, & C

Concept Report



Prepared for Richland County

by:

Holt Consulting Company ■ The Landplan Group South ■ AECOM

March 15, 2019



IN
ASSOCIATION
WITH



THE LANDPLAN GROUP SOUTH, Inc.
Landscape Architecture • Engineering • Planning

&



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I. Introduction

This document has been prepared for Richland County using information and data gathered and provided by Richland County and The City of Columbia to include the Capital City Mill District Area & Corridor Plan, Greening America's Communities – Rocky Branch Creek (EPA), Rocky Branch Greenway Master Plan, the Univ. of SC Visioning Plan, USC Sumter Street Improvements, and field collected data. The purpose of this report is to present the design option and route for the proposed Rocky Creek Smith Branch Greenway (Section A, B, & C) project as well as phasing and probable cost of construction.

The purpose of the project is to provide pedestrian access and to interconnect many communities along the Smith – Rocky Branch watersheds. The entire greenway (Section A, B, & C) runs through urban and rural settings and its overall length will be approximately 5.8 miles. This report will review the existing conditions along the watershed, the proposed greenway route, the anticipated impacts associated with the construction of the greenway, and recommendations for the greenway trail moving forward.



II. Existing Conditions

The existing creek bed and adjacent project area along the project boundary include a wide range of topography, soil structure and property ownership. The topography for the trail will need to maintain ADA compliance and be accessible for everyone. Wetlands are prevalent throughout the greenway and boardwalks will need to be utilized to minimize the impacts to the wetlands. The proposed greenway route will travel over a large number of properties. However, large portions of the three sections of greenway are proposed on government and institutional owned property to include the City of Columbia, Palmetto Health Richland, the University of South Carolina, and the Richland County Recreation Commission.



III. Greenway Trail Location

The scope of this project is to construct a greenway on one side of the creek through each project area (Section A, B, &C). Richland County charged our team with advancing the greenway as far as possible within the allotted budget. Paved greenways (as opposed to boardwalks) allow for a limited budget to be stretched.

Section A, starts at the Columbia Diversion Canal at the parking at the north end of the Columbia Riverwalk, and follows an existing path across the railroad, up an existing set of stairs, and then along the western and northern side of Williamsburg Drive. The path will descend off of Williamsburg Drive through a vacant lot (R0920106-06) a permanent easement will be required. The trail will then head west through the rear yard of a home located at 4230 Williamsburg Drive (with a permanent easement) continuing to descend on the side yard of a home located at 3951 Clement Road. The trail will need a permanent easement through this property until it ends up in the right of way of Clement Road.

Section B will start at Clement Road and travel along Westwood Avenue until it reaches an existing City of Columbia utility easements. The trail will travel through 9 property owners (R09205-02-24, R09205-02-07, R09108-02-01, R9108-02-03, R09108-02-04, R09108-02-05 and R09108-02-10) on its way to Sunset drive. The City is currently under construction repairing and replacing sewer manhole lids and has a significant amount of gravel in place along an existing sewer easement across these properties. Our project could take advantage of this existing gravel construction road until the last lot is reached. At the last lot adjacent to Sunset Blvd. there is a significant amount of wash out from the 2015 flood and the trail will need to cross the creek as well as gain large amounts of elevation to get to Sunset Blvd. The trial would then head East along sunset drive to the traffic signal at Abingdon Road, this will allow safe crossing so the trail can continue South through Earlewood Park to North Main Street all the while following the north side of creek. This would be located on existing City of Columbia Property. Upon crossing North Main Street, Section B will continue to follow the north side of the creek behind the Park central Development. The trail will then ascend up away from the creek to cross under 277 (note there is insignificant space for a 14' trail). The path will continue to Medical Park Road through the Palmetto Health Richland Campus until crossing Harden Street Extension at the red light. The trail will continue along smith branch to the Bull Street Development. The northern side of the creek is recommended due to the existing utility easements, apparent favorable topography, less apparent wetlands, and less intrusion into private residential lots.

Section C of the greenway will initiate near the intersection of Gervais St. and Harden Street, and travel south till the Green Street and follow Laurens Street to the Blossom Street intersection. The trial will follow through Maxey Greg Park until Wheat Street. Once here the trail has will continue as along the existing road ways until coming to Assembly Street. The trail will cross assembly street at Whaley and then travel south until the Drefuss Road



intersection at Capital City Stadium. The trail will head down Drefuss Road through City of Columbia owned property to Bluff Road at the old Railroad berm. The trail will travel through a new culvert (installed by others) and into Olympia park. The existing park trail system can be widen to meet the new 14' standard. The trail will continue to Olympia Avenue where another proposed culvert (by others) will allow the trail to travel below the street and continue along the Olympia Granby Mill Apartments. The trail will head west along the quarry property descend down to the Congaree river end travel North under the existing railroad bridges to tie to the existing Granby park. Section C would follow the north side of the creek for apparent ease of constructability due to the current existence of several small sections of the greenway and planned construction of other sections of Section C by public-private partnerships.

The original scope of the project (Section A, B, & C) included approximately 5.8 miles of greenway. However, the budget, construction feasibility, and public input will determine how the funding is allocated and which section(s) or portions thereof can be constructed.

The project team conducted two (2) public input meetings held at 701 Whaley (February 13, 2019) and Earlewood Community Center (February 21, 2019) respectively where public comments was received. In addition, public comments were submitted via email and the US Postal Service. Approximately 57% of the public comments received were in favor of the construction of Section C, with approximately 28% favoring Section B, and approximately 9% favoring Section A. One (1) citizen indicated a preference for both A & B and six (6) citizens indicated no preference at all.

| Smith Rocky Branch Greenway Public Comment Summary | |
|--|--------------|
| Section Preferred | Total Number |
| Section A | 10 |
| Section B | 32 |
| Section C | 65 |
| Section A&B | 1 |
| No Preference Indicated | 6 |

In October of 2014, Richland County Council approved a ranking of all proposed greenway projects included in the Penny Tax Referendum. Section C of the Smith Rocky Branch Greenway is the highest ranked greenway on the list that has not proceeded to design and

construction. The next ranked greenway project behind Section C is ten (10) points behind according to the ranking criteria. Smith Rocky Branch Sections A & B are both ranked further down the list and are significantly behind Section C. The full list of rankings can be viewed at <http://www.richlandcountysc.gov/Portals/0/Departments/TransportationPenny/Docs/Approved-Project-Ranking-List-greenways.pdf>

The constructability of the various sections of the proposed greenway was also evaluated by the project team:

Section A – This section would appear to be a very challenging route to construct given the required rail crossing and the topography along Williamsburg Drive not being favorable to support the required 14' wide greenway. It would appear that a significant footage of retaining wall along the roadway, which would encroach into the front yards of many residential properties would be required. In addition, to the many easements required on private property and aforementioned constraints, the elevational drop from Williamsburg Drive to creek level and ultimately to Clement Road also adds a large degree of difficulty to construction.

Section B – The portion of Section B from Clement Road to near Sunset Drive would appear to be favorable for construction due to the presence of the City Utility easement. It would appear that the majority of this portion of the greenway could be built as concrete on existing grade. However, if the easement is exclusive, then nothing other than utilities may utilize it. The final part of this portion of Section B before it crosses Sunset Drive would present significant construction issues. Due to a misaligned outfall pipe, a section of creek bank on private property has eroded near Sunset Drive and would create significant greenway routing issues. The crossing of Sunset Drive also presents apparent topographical challenges. If these topographical challenges could be resolved, Section B would continue along the northern side of the creek through the City of Columbia owned properties associated with Earlewood Park to North Main Street. Rolling topography and apparent Wetland areas would appear to require areas of low and high boardwalk. Other areas of this portion could likely be constructed as concrete on existing grade. The crossing of North Main Street under the existing culvert is not achievable due to its limited size and will have to occur at street level. This would require a mid-block pedestrian crossing and approval from SCDOT. The remaining route of Section B would be mostly concrete with some low boardwalk. However, several crossings present issues with the required greenway width. The current configuration of the SC 277 bridge over Sunset Drive does not appear to provide adequate space to widen the existing sidewalk to the required 14'. Further, required crossings at Harden Street Extension and Colonial Dive again present great topographical challenges due to the elevational difference between street level and creek level. There would also appear to be no room under the existing bridges to cross under the roadway.



Section C – The beginning of Section C (near Gervais St. and Harden St.) is not considered constructible due to the presence of the railroad and existing shopping center providing no workable path or alignment. This portion would have to use the existing 5' Harden Street Sidewalk. The next portion of Section C would follow an existing route through Maxey Gregg Park and through the University of South Carolina (USC) campus to Assembly Street. The project team would not recommend pursuing this portion of Section C any further due to the engineering studies and master planning currently being conducted by various entities to include but not limited to the USC and the City of Columbia. The remaining portion of Section C is considered highly constructible. The City of Columbia (partnered with private developments) currently has plans in place to replace/upgrade two (2) key crossings that would allow the greenway to traverse from Assembly Street through the Mills District and ultimately to the river. There is a recent study by the city of Columbia that received an EPA Grant to restore a portion of the creek along Dreyfuss street, this plan located where the trail should be located so that future improvements to the green space could still be completed. It appears the majority of the greenway could be constructed as concrete on grade with only limited portions on the Vulcan property and near the proposed terminus at the river being low or high boardwalk. This portion of Section C also has significant pieces of greenway that will be constructed by private development. It has been confirmed that the Olympia & Granby Mills Apartments will construct the Smith Rocky Branch Greenway from Olympia Avenue to the Vulcan Property as part of a new development project. Other private developers are also highly interested in this area and could be leveraged to provide funding where needed.

Based upon all the factors and considerations presented herein, the project team recommends the portion of Section C of the Smith Rocky Branch Greenway from Assembly Street to the Congaree River be funded, designed, and constructed. The overwhelming public support throughout the Mills District for Section C, along with the public/private partnerships, and City of Columbia future improvements for this area would provide the unique opportunity to maximize the available funds and provide a connective amenity that is desired. The field conditions appear to support a reasonable construction cost being that all major roadway crossings are to be constructed by others and the friendly topography of this area would allow a large portion of the proposed greenway to be constructed as a concrete path at grade. In addition to all these factors, the future improvements that are being studied through the USC campus will eventually extend the greenway into the heart of Columbia allow a great number of users access to this new amenity.





TRANSPORTATION PROGRAM

EXECUTIVE SUMMARY

Date: March 14, 2019

To: Dr. John Thompson, PhD
Assistant County Administrator

From: David Beaty, PE
Program Manager

RE: Crane Creek Greenways – Public Meeting Summary with Recommendations

The Crane Creek Greenways Project includes three of the fifteen greenways included in the 2012 Referendum, with \$1,541,816 for section A, \$460,315 for section B, and \$793,908 for section C totaling a budgeted amount of \$2.8 million. Individually the budgeted amounts are insufficient to build the greenways but the combined amount would be enough to construct one of the proposed greenways. The Richland County Transportation Program conducted one public meeting for the Crane Creek Greenways, and completed conceptual studies. This Executive Summary will provide an overview of the public meeting and offer recommendations to advance the project.

January 15th, 2019 Public Meeting

The Richland County Transportation Program held a public meeting for the Crane Creek Greenways on Tuesday, January 15, 2019 from 5:00 to 7:00 p.m. at Eau Claire High School, located at 4800 Monticello Rd. The meeting was an informal, open house format with project displays and Richland County Transportation Program representatives present to answer questions. As people entered the meeting, staff provided a handout and a comment card, and encouraged the public to provide comments and rank the proposed improvements in the neighborhood plan, after they reviewed the displays and asked questions. In addition to staff, 24 people attended the meeting.

The project displays provided an aerial overview map and typical sections of the proposed the neighborhood improvements included in Appendix A. The proposed greenway alignments connect the Broad River Canal to Monticello and Blue Ridge Terrace intersection (Section A), the Broad River Canal to Clement Rd and Duke Ave Intersection (Section B), Columbia International University to the Greenway Section A (Section C1), and a loop trail connected to Flamingo and Pelican Dr intersection (Section C2). These alignments were generated based on the PB Barber study and connectivity to points of interest for pedestrians.

During the comment period following the meeting for 2 weeks, staff received 35 comment cards and emails. In addition, the Smith-Rocky Branch Greenway Public meeting conducted separately also added 10 more comments pertaining to the Crane Creek Greenways. The following lists the greenways in order of preference based on the numerical value that the public ranked greenways with a lower score being a more desired project:

1. Section B-Broad River Canal to Clement Rd and Duke Ave Intersection
2. Section C2-loop trail connected to Flamingo and Pelican Dr intersection
3. Section A-Broad River Canal to Monticello and Blue Ridge Terrace intersection
4. Section C1-Columbia International University to the Greenway Section A

Recommendations

As a result of the comments received from the public meeting, connectivity, coordination with project stakeholders and greenway planners with previous knowledge of the projects, as well as safety considerations, project impacts, and available funding, the following project is recommended for further design studies; Greenway Section B. This section will start at the head of the Canal River Walk, follow a City easement north and tie into the intersection at Clement Rd and Duke Ave. Due to the fact that the total available funds for all 3 sections, \$2.8 million, is only likely sufficient to complete one of the 3 sections it is recommended that funds from Section A and C be allocated to Section B to allow for completion of that section of the greenway

COLUMBIA INTERNATIONAL UNIVERSITY

CRANE CREEK GREENWAY

DENNY TERRACE COMMUNITY CENTER

MONTICELLO RD

NORFOLK SOUTHERN RAILROAD

FORTERRA BRICK

INTERSTATE 20

INTERSTATE 20

BROAD RIVER







NORFOLK SOUTHERN RAILROAD

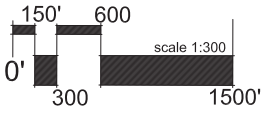
SMITH GREENWAY
NOTE:
THIS SECTION IS INCLUDED IN ANOTHER STUDY.

CANAL FRONT PARK

NOTE:
PRELIMINARY LAYOUT
SUBJECT TO CHANGE.

LEGEND

- GREENWAY SECTION A OPTION 1 
- GREENWAY SECTION A OPTION 2 
- GREENWAY SECTION B OPTION 1 
- GREENWAY SECTION B OPTION 2 
- GREENWAY SECTION C 
- PROJECT BOUNDARY 



DATE
512 of 592 1/15/2019



CRANE CREEK GREENWAY SECTION C OPTION 2

SANDPIPER LN

PELICAN CIR

FLAMINGO DR

BLUE RIDGE TERRACE

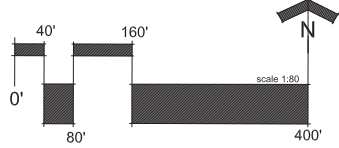
EMMANUEL
CHURCH-OUR
LORD JESUS

BLAKELEY ST.

NOTE:
PRELIMINARY LAYOUT SUBJECT TO
CHANGE.

LEGEND

| | |
|-----------------------------|---|
| GREENWAY PATHWAY (CONCRETE) |  |
| PEDESTRIAN BRIDGES |  |
| PROJECT BOUNDARY |  |



DATE
1/15/2019



CRANE CREEK GREENWAY SECTION A

COLUMBIA INTERNATIONAL UNIVERSITY

DENNY TERRACE COMMUNITY CENTER

MONTICELLO RD

DENNY RD
PEEPLER ST

INTERSTATE 20

NORFOLK SOUTHERN RAILROAD

FORTERRA BRICK

BRICKYARD RD

INTERSTATE 20




BROAD RIVER

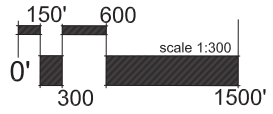
NORFOLK SOUTHERN RAILROAD

MOUNTAIN DR

NOTE:
PRELIMINARY LAYOUT
SUBJECT TO CHANGE.

LEGEND

- GREENWAY SECTION A OPTION 1 
- GREENWAY SECTION A OPTION 2 
- PROJECT BOUNDARY 



CANAL FRONT PARK

SMITH GREENWAY NOTE:
THIS SECTION IS INCLUDED IN ANOTHER STUDY.

DATE
1/15/2019

CRANE CREEK GREENWAY SECTION B

INTERSTATE 20

NORFOLK SOUTHERN RAILROAD

BROAD RIVER

MOUNTAIN DR

GIBBES MIDDLE SCHOOL

CLEMENT DR




SMITH GREENWAY
NOTE:
THIS SECTION IS INCLUDED IN ANOTHER STUDY.

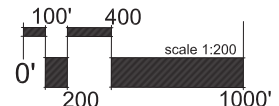
CANAL FRONT PARK

EDWARD E TAYLOR ELEMENTARY SCHOOL

NOTE:
PRELIMINARY LAYOUT
SUBJECT TO CHANGE.

LEGEND

- GREENWAY SECTION B OPTION 1 
- GREENWAY SECTION B OPTION 2 
- PROJECT BOUNDARY 



DATE
1/15/2019

RIVER DR (176)
515 of 592

COLUMBIA
INTERNATIONAL
UNIVERSITY

CRANE CREEK GREENWAY SECTION C

FROST AVE

DENNY
TERRACE
COMMUNITY
CENTER

MONTICELLO RD

DENNY RD

PEEPLER ST

NORFOLK
SOUTHERN
RAILROAD

BRICKARD RD

FORTERRA
BRICK

INTERSTATE 20

BROAD
RIVER

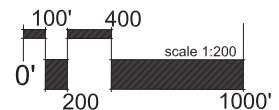
NOTE:
1. PRELIMINARY LAYOUT
SUBJECT TO CHANGE.
2. SECTION C OPTION 2 IS
SHOWN ON A SEPARATE
BOARD.

INTERSTATE 20

LEGEND

GREENWAY SECTION C
OPTION 1

PROJECT BOUNDARY



DATE

516 of 592 1/15/2019



TRANSPORTATION PROGRAM

EXECUTIVE SUMMARY

Date: 2/12/19

To: John Thompson, Ph.D., MBA, CPM
Director of Transportation

From: David Beaty, PE
Program Manager

RE: Shop Road Extension Phase 2 - Concept Report and Public Meeting Summary with Recommendations

Introduction

The Shop Road Extension project is a Special Project included in the 2012 Referendum, with an allocated budget of \$71.8 million. The project extends Shop Road from Pineview Road to Garners Ferry Road. Phase 1 of the project, which extends from Pineview Road to Longwood Road, is currently under construction and nearing completion. It is estimated that \$41.3 million will remain to construct Phase 2 which will complete the extension to Garners Ferry Road. The purpose of this document is to summarize the conceptual studies and public input to date and provide recommendations to advance the project.

Concept Report

A Concept Report was prepared for the Shop Road Extension Phase 2 project which describes the existing project area conditions, proposed roadway typical section, four alternative roadway alignments, and the alternatives impact analysis. The report includes cost estimates and details impacts (environmental, rights-of-way (ROW), utility, etc.) for the alternatives. The report also considers other project variables such as at-grade versus grade-separated railroad crossings and the construction of a four lane versus two lane roadway. Refer to Exhibit A to view the Concept Report. Refer to Exhibit B to view the typical section and alignment alternatives.

December 6, 2018 Public Meeting

The Richland County Transportation Program held a Public Meeting for the Shop Road Extension Phase 2 project on Thursday, December 6th, 2018 from 5:00 to 7:00 p.m. at Bluff Road Park, 148 Carswell Drive in Columbia, SC. The meeting was conducted with an informal, open house format where individuals were able to review project displays of the proposed alignment alternatives and typical section and discuss questions with

Richland County Transportation Program representatives. As people entered the meeting, staff provided a project handout and comment card and encouraged the public to provide comments on the proposed alignment alternatives and typical section. Refer to Exhibit B for the public meeting material, including proposed alignment alternatives and typical section.

Thirty people attended the public meeting and a total of 12 written comments were received from the meeting and the following two week comment period. The individuals commented on the proposed alignment alternatives, specific impacts to the residents, project costs, traffic concerns, accessibility, the ROW acquisition process, and bicycle accommodations. The existing undeveloped characteristics of the project area were identified by residents' comments as important and thus dictated most of their preferences for the alternatives. Alternative 2 was strongly and consistently disapproved by residents along Lykesland Trail in order to preserve the rural road. One of the residents also disapproved of Alternative 4 due to noise potential. Three of the residents supported Alternative 3 to minimize impacts to their community and one also supported Alternative 1. Montgomery Lane residents gave preference to Alternate 1 and were not in favor of Alternative 3 due to the proximity of the proposed roadway. The public meeting summary is attached as Exhibit C and has further details on the input collected from the residents.

Prior to advancing the project into the ROW acquisition stage, the Richland County Transportation Program will hold another public meeting. This will allow the residents to view the selected alternative alignment, the proposed side road tie-ins and discuss other specific project concerns.

Recommendations

Based on the comments received at the public meeting as well as consideration of project impacts and costs, Alternative 4 with a two-lane roadway section is recommended for the Shop Road Extension Phase 2 project. Alternative 4 is financially feasible based on the expected project budget and has the fewest wetland and flood zone impacts. In addition, Alternative 4 has the second fewest stream impacts and requires the least area of ROW obtains. Only one comment was received in opposition to Alternative 4 due to noise concern. Although Alternative 2 and Alternative 4 are the closest to the subject property, the Alternative 4 alignment would be greater than 500 feet from the edge of the property.

The recommendation for Alternative 4 includes securing a 200-ft total width ROW and two bridge crossings. The proposed 200-ft ROW width is recommended to accommodate a future four-lane roadway. The two bridge crossings are over Mill Creek and over Norfolk Southern railroad. At this conceptual stage, a bridge is not proposed for the CSX Transportation railroad crossing due to low volume train traffic.

Exhibit A: Concept Report

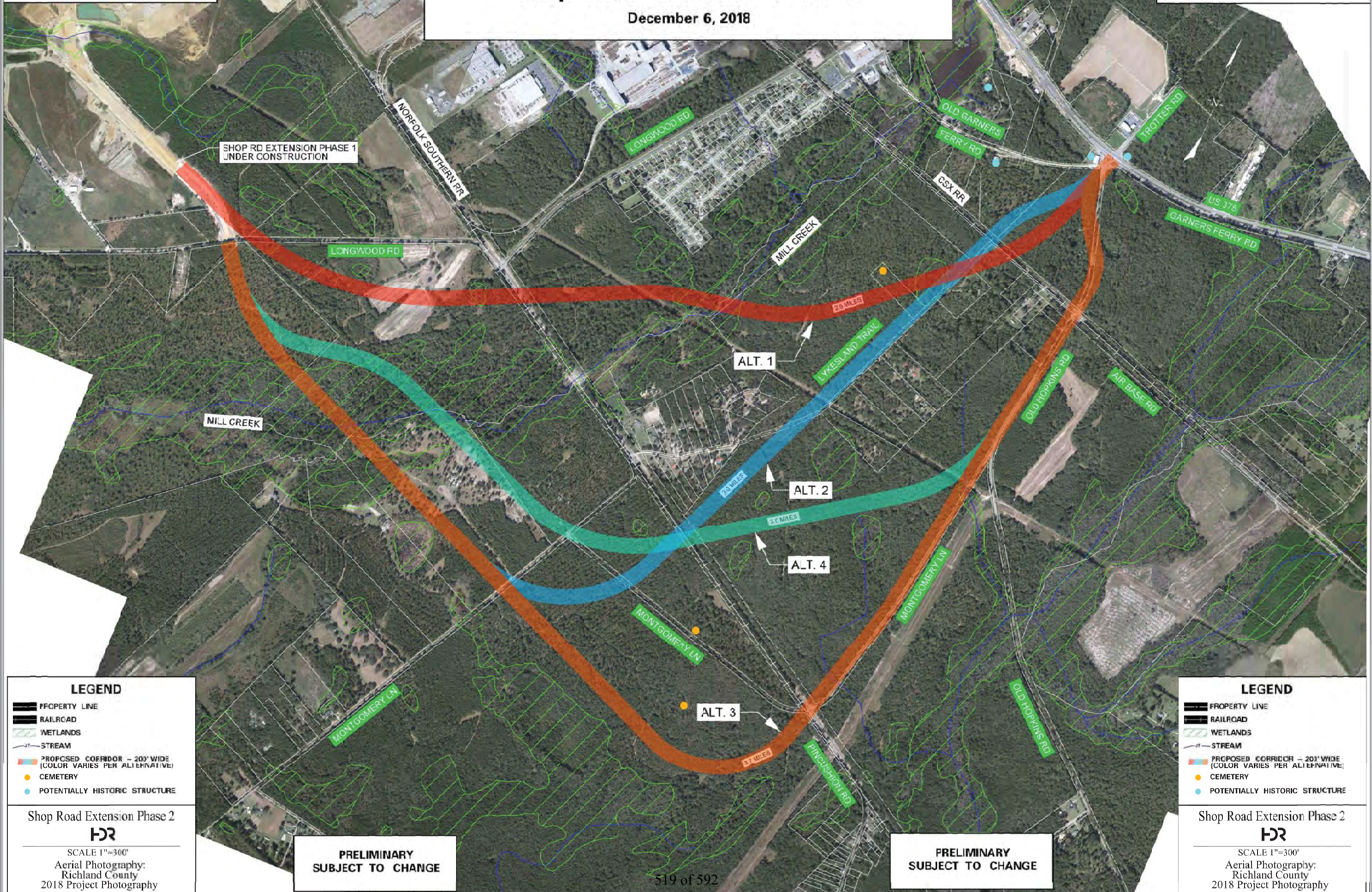
Exhibit B: December 6, 2018 Public Meeting Material

Exhibit C: Public Meeting Summary

PUBLIC INFORMATION MEETING

Shop Road Extension Phase 2

December 6, 2018



LEGEND

- PROPERTY LINE
- RAILROAD
- WETLANDS
- STREAM
- PROPOSED CORRIDOR - 200' WIDE (COLOR VARIES PER ALTERNATIVE)
- CEMETERY
- POTENTIALLY HISTORIC STRUCTURE

Shop Road Extension Phase 2

HR

SCALE 1"=300'

Aerial Photography:
Richland County
2018 Project Photography

**PRELIMINARY
SUBJECT TO CHANGE**

**PRELIMINARY
SUBJECT TO CHANGE**

LEGEND

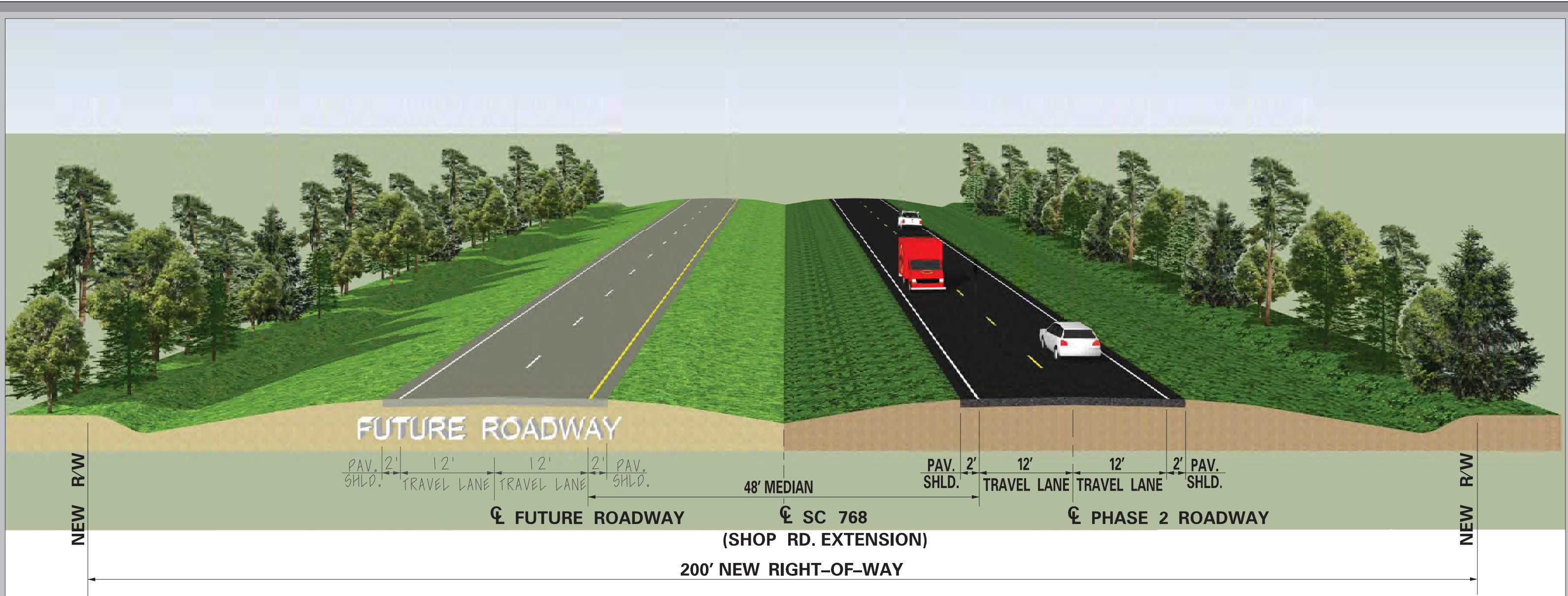
- PROPERTY LINE
- RAILROAD
- WETLANDS
- STREAM
- PROPOSED CORRIDOR - 200' WIDE (COLOR VARIES PER ALTERNATIVE)
- CEMETERY
- POTENTIALLY HISTORIC STRUCTURE

Shop Road Extension Phase 2

HR

SCALE 1"=300'

Aerial Photography:
Richland County
2018 Project Photography



Shop Road Extension Phase 2 Typical Section

Public Information Meeting
 December 6, 2018





TRANSPORTATION PROGRAM

Date: 2/13/19

To: Dr. John M. Thompson, Ph.D., MBA, CPM
Director of Transportation

From: David Beaty, PE
Program Manager

RE: Shop Road Widening – Recommended Revision to Terminate Improvements at Mauney Drive

Recommendation: Revise the end termini of the project from S.Beltline Boulevard to Mauney Drive.

Background

The Shop Road Widening project as referenced in the 2012 Penny Sales Tax Referendum proposes to widen the existing corridor from George Rogers Boulevard to S. Beltline Boulevard to a 5-lane section for a total distance of approximately 2.50 miles. The referendum included an allocation of \$33.1 million for this work. The current design for this project proposes a 5-lane section with curb and gutter and offset shared-use paths on each side of the road within these limits for an estimated cost of \$61.5 million (2018 Q4 estimate).

Shop Road is a 5-lane section at the intersection with Mauney Drive as it exists today and this section continues to the intersection with S. Beltline Boulevard. The existing roadway section east of Mauney Drive currently maintains the same traffic capacity as proposed by the plans to widen the road in this section. Therefore, no traffic operational improvements would be realized by widening past Mauney Drive. Also, Norfolk-Southern railroad owns a triple rail crossing between Mauney Drive and S. Beltline Boulevard. Improvements to the roadway at these crossings would require updating the crossings to current standards, including warning devices and crossing arms (which do not exist today). This recommended revision would reduce the overall project length by approximately 0.22 miles. See Exhibits A & B, attached, detailing the currently proposed project limits and the area of revision between Mauney Drive and S. Beltline Boulevard.

A analysis of this revised termini was conducted to evaluate costs associated with construction, rights of way acquisitions, utility conflicts and relocations and costs associated with the railroad crossing. This analysis has concluded that a savings of approximately \$3.1 million could be realized by revising the design to incorporate this change in termini – see Table 1, below for a break-down of associated costs.

Table 1: Approximate Cost Savings by service-type or issue

| Approx. Cost Savings | |
|---------------------------------------|------------------------|
| Construction-Related Costs | \$ 1,450,000.00 |
| Rights of Way Services & Acquisitions | \$ 350,000.00 |
| Utility Relocation Costs | \$ 300,000.00 |
| Railroad-Related Costs | \$ 1,000,000.00 |
| Total | \$ 3,100,000.00 |

Exhibit A: Detail of Shop Road Widening Project Limits

Exhibit B: Detail of Shop Road between Mauney Drive and S. Beltline Boulevard

Exhibit A: Detail of Shop Rd Widening Project Limits

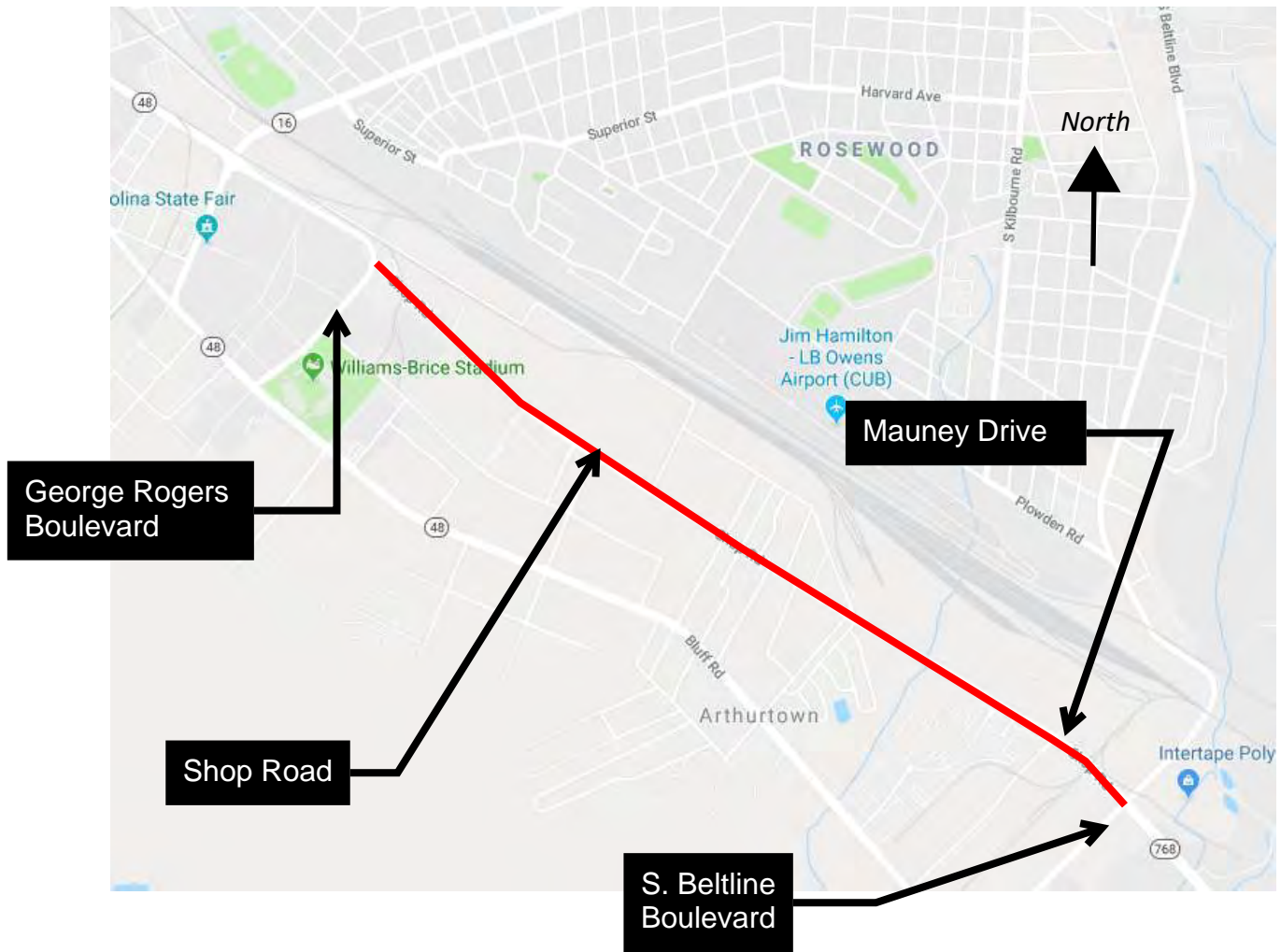
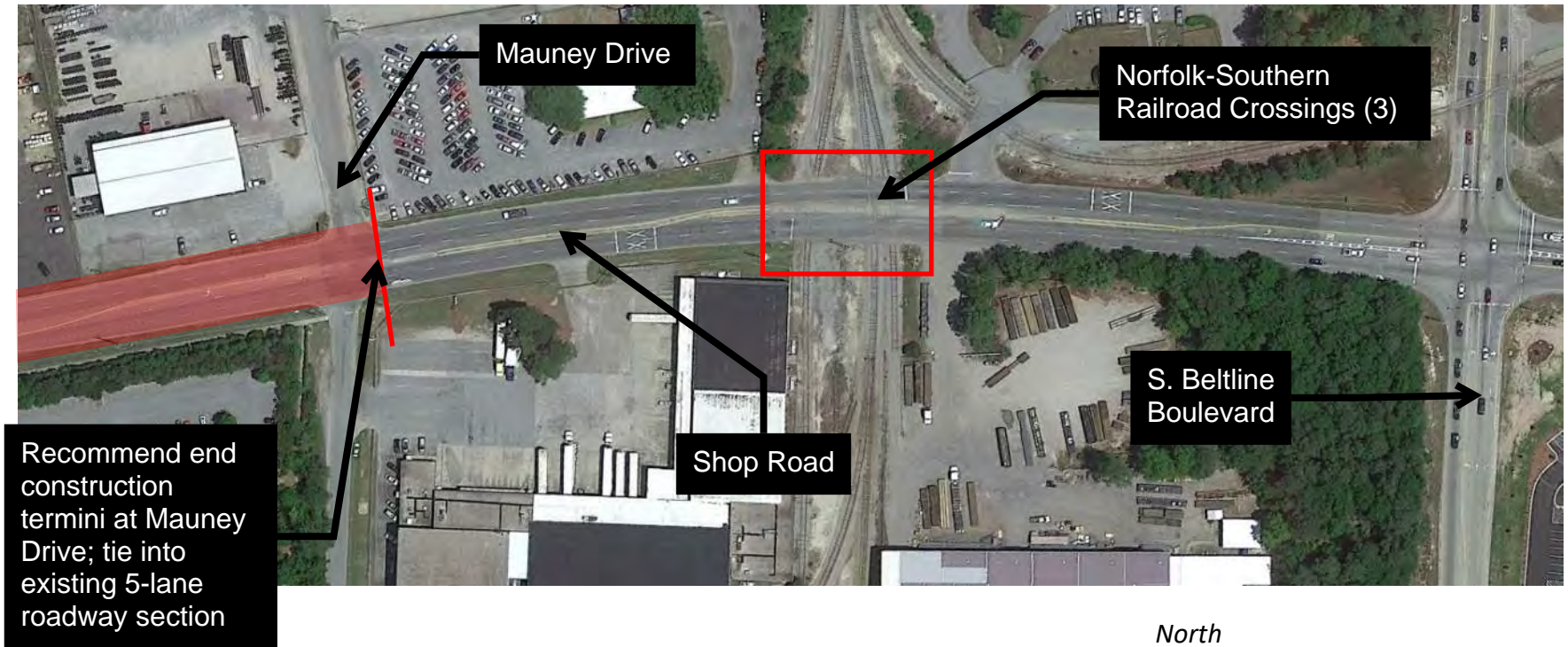


Exhibit B: Detail of Shop Rd between Mauney Dr. and S.Beltline Blvd.

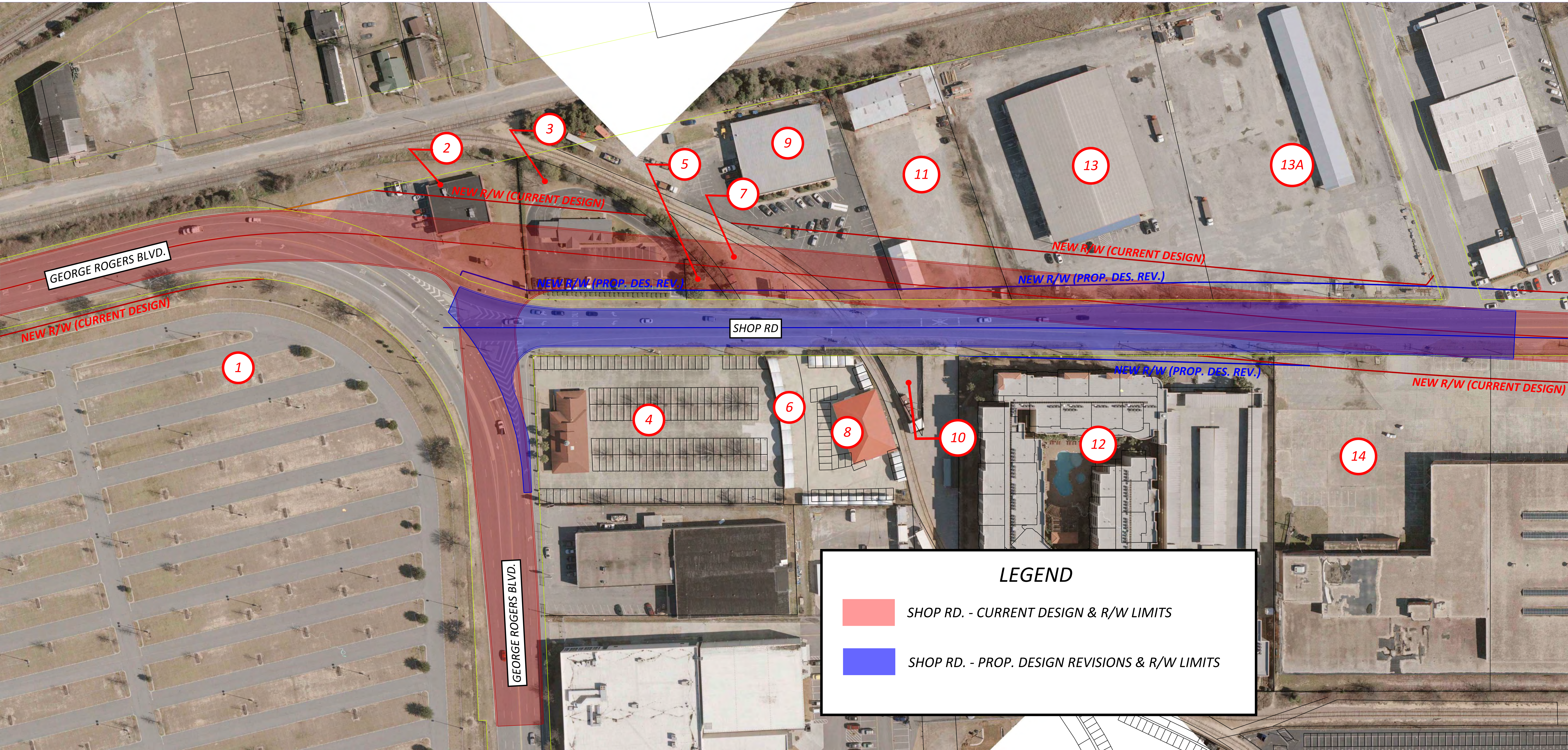


North



SHOP RD. WIDENING - PROPOSED DESIGN REVISIONS AT GEORGE ROGERS BLVD.

MARCH 11, 2019



| PRELIMINARY COST ESTIMATE FOR SCOPE REDUCTION AT GEORGE ROGERS BLVD. | | | | | |
|---|------------------------------|-----------|------|----------------|-----------------------|
| TOTAL LENGTH OF ROADWAY | | | | 0.500 | MILES |
| Shop Road Widening (S-727) RICHLAND COUNTY, SC | | | | | |
| ITEM NO. | DESCRIPTION | QUANTITY | UNIT | UNIT COST | ITEM COST |
| 1 | MOBILIZATION | 1.000 | LS | \$53,474.80 | \$53,474.80 |
| 2 | BONDS AND INSURANCE | 1.000 | LS | \$15,793.01 | \$15,793.01 |
| 3 | CLEARING & GRUBBING | 1.000 | LS | \$34,750.00 | \$34,750.00 |
| 4 | TRAFFIC CONTROL | 1.000 | LS | \$54,800.00 | \$54,800.00 |
| 5 | BORROW EXCAVATION | 1,750.000 | CY | \$25.00 | \$43,750.00 |
| 6 | UNCLASSIFIED EXCAVATION | 169.319 | CY | \$20.00 | \$3,386.39 |
| 7 | CONCRETE SIDEWALK | 3,000.000 | SY | \$55.00 | \$165,000.00 |
| 8 | 6" CONCRETE DRIVEWAY | 50.796 | SY | \$75.00 | \$3,809.69 |
| 9 | DETECTABLE WARNING MATERIAL | 8.889 | SF | \$55.00 | \$488.91 |
| 10 | PEDESTRIAN RAMP CONSTRUCTION | 17.779 | SY | \$150.00 | \$2,666.78 |
| 11 | 2' CURB & GUTTER | 1,300.000 | LF | \$25.00 | \$32,500.00 |
| 12 | SURFACE COURSE TYPE B | 1,035.000 | TON | \$95.00 | \$98,325.00 |
| 13 | INTERMEDIATE COURSE TYPE B | 1,035.000 | TON | \$95.00 | \$98,325.00 |
| 14 | BASE COURSE TYPE A | 2,678.000 | TON | \$95.00 | \$254,410.00 |
| 15 | LIQUID ASPHALT BINDER | 284.880 | TON | \$650.00 | \$185,172.00 |
| 16 | DRAINAGE | 0.050 | MILE | \$800,000.00 | \$40,000.00 |
| 17 | EROSION CONTROL | 0.050 | MILE | \$150,000.00 | \$7,500.00 |
| 18 | PAINT LINES | 1,100.576 | LF | \$1.50 | \$1,650.86 |
| 19 | FINE GRADING | 1,693.193 | SY | \$3.50 | \$5,926.18 |
| TOTAL ROADWAY COST | | | | | \$1,101,728.61 |
| | UNDEFINED ITEMS (20%) | | LS | | \$0.00 |
| | ROW COSTS* | 1.000 | LS | \$3,807,082.00 | \$3,807,082.00 |
| | UTILITIES (13%) | - | LS | | \$0.00 |
| | CEI/CRM (10%) | 1.000 | LS | \$110,172.86 | \$110,172.86 |
| TOTAL ESTIMATED CONSTRUCTION COST | | | | | \$5,018,983.47 |

UTILITY AGREEMENT

Richland County Project No. 326 Route (or Road No.) Decker Blvd (S-151)

This Agreement made this _____ day of February, 2019, by and between Richland County, hereinafter called "County" and the "AT&T" hereinafter called "Company".

W I T N E S S E T H:

1. It is mutually agreed by and between the parties hereto that the Company shall perform or cause to be performed, the following work to its utility property facilities as shown on the attached plans and estimate:
General description: Engineering and design work (plans only) for the relocation of all aerial copper and fiber facilities, cabinets, vaults, equipment, and hardware for Penny Tax Streetscape Improvement Project. Also included will be cost estimations for the required labor and materials needed that are determined by Penny Tax as required to be relocated from aerial to direct buried applications

2. The Company hereby agrees to relocate its utility facilities in conflict with highway construction in accordance with the provisions set forth in the Federal Highway Administration's FAPG 23 CFR 645A; and also in accordance with Richland County's Utility Coordination Manual in the estimated amount of

\$100,000.00

Richland County Share \$100,000.00 Utility Share \$0.00

(a) The Company (does, does not) have the right of occupancy in its existing location by reason of holding the fee, as easement or other real property interest, the damaging or taking of which is compensable in eminent domain. Upon completion of the relocation and submittal of the final invoice as detailed in Number 9, the Company must provide documentation that the portion of the utility easement acquired by the County on behalf of the County as part of the new right of way acquisition for the construction project has been relinquished. The Company must also supply an affidavit stating all legal documents were filed at the County courthouse where the easement is filed. If the Company does not have the right of occupancy in its existing location by reason of holding the fee, an easement or other real property interest, (Explain) _____

Easement for this project is filed in _____
(County)

(City and State)

(b) This section of line (for purposes of establishing right-of-way priorities only) has been in service for approximately 50 years or more.

(c) Such work as is necessary to relocate, alter or maintain the facility will be done in such a manner that it will not in any way interfere with or endanger the safety of the general public in their use of the roads as a highway. Traffic control and signing will be coordinated with the County's contractor and will be in accordance with "The South Carolina Manual on Uniform Traffic Control Devices for Streets and Highways" (SCMUTCD).

3. The Company shall begin said work promptly upon notification in writing by the County and dispatch to its completion as promptly as is practicable. The Company shall provide advance notice to the County of the date on which work is expected to begin.

4. The Company will perform the work provided for in this agreement by the method checked below, in accordance with the provisions of Sec.645.115 of FAPG 23 CFR 645A:

BY COMPANY'S REGULAR FORCES

BY CONTRACT: (State one of recognized reasons for necessity of performing work in this manner)

The Company, therefore, subject to prior approval, proposes to contract a portion of or all of the work covered by this agreement. The items of work to be accomplished by contract are noted in the estimate. Where the Company elects to solicit competitive bids from a list of qualified contractors rather than through advertising in a publication, the names and addresses of those contractors so circularized shall be noted on the estimate or furnished to the County in advance of the Company's solicitation of bids.

BY EXISTING CONTINUING CONTRACT: Subject to prior approval and inspection by the County and the prior approval of the contract method by the Federal Highway Administration, the Company proposes to use an existing continuing contract under which it is demonstrated that such work is regularly performed for the Company under such contracts at reasonable costs. The provisions relating to contracts under this paragraph also apply to Contract Engineering.

5. The County will reimburse the utility company for costs incurred in accordance with the agreement as shown and on accurate records supporting all expenditures incurred on account of said work. The method of developing the relocation costs shall be one of the following alternatives.

(a) Actual and related direct costs accumulated in accordance with a work order accounting procedure prescribed by the applicable Federal or State regulatory body.

(b) Unit costs, such as broad gauge units of property, as used in own operations. (This method must have prior approval.)

(c) Lump Sum

The County may not pay for any item of work not provided for in the plan or in the cost estimate except as modified by the County Engineer followed by written notification to the County.

6. All work performed by the Company pursuant hereto, shall be performed according to the plans and estimates approved by the County.

7. Attached hereto, and by reference made a part hereof, is one copy of plans and estimates of the work to be performed by the Company showing the existing facilities, permanent changes to be made therein, and the stages by which these changes are to be accomplished.

8. Credits for accrued depreciation (expired service life) and/or betterment of the facility have been allowed as outlined in Sec.645.117(h) of FAPG 23 CFR 645A.

9. Periodic progress billings of incurred costs may be made by the Company to the County not to exceed monthly intervals and amounting to at least \$2500.00; however, total progress billing payments shall not exceed the approved nonbetterment estimated amount.

Upon completion of the work and no later than six months thereafter, the Company shall, at the earliest date practicable, furnish the County with five (5) copies of its final and complete billing of all costs incurred in

connection with the work performed hereunder, such statement to follow as closely as possible the order of the items contained in the estimate. The totals for labor, overhead construction cost, travel expense, transportation, equipment, material and supplies, handling cost and other services shall be shown in such a manner as will permit ready comparison with the approved plans and estimates. The utility company shall provide the documents related to relinquishing their rights to the easement acquired by the County. Items of materials shall be itemized where they represent major components.

Credit shall be given for usable materials recovered from permanent or temporary installations. The final billing shall show the description and site of the project, the Federal Aid Project Number, the date on which the first work was performed; or, if preliminary engineering or right-of-way items are involved, the date on which the earliest item of billed expense was incurred, the completion date and the location where the records and accounts billed can be audited. The Company shall make adequate reference in the billing to its records, accounts and other documents. Contractors and any subcontractors are to maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred and to make such materials available at their respective offices at all reasonable times during the contract for inspection by the County, Federal Highway Administration or any authorized representatives of the Federal Government and copies thereof shall be furnished if requested.

Final billings of incurred costs submitted by the Company shall carry a statement certifying that all items claimed have been reviewed and are in conformity with the provisions of the agreement; that credits have been given for all salvaged materials as required, and that all contractor's bills incurred have been paid in full. This statement shall be signed by an authorized representative of the Company.

In the event a final and complete billing has not been received by the County prior to six months following the completion of work and the Company has not, during that period, demonstrated to the County's satisfaction a hardship in completing that billing, the County may, in its sole discretion, consider the last payment made to be the final payment due under this Agreement. If the utility company is aware they will be unable to provide close-out and final invoicing within the six month period following completion, they may provide a letter requesting additional time to the County for consideration.

- 10. The County, and the Federal Highway Administration shall have the right to inspect recovered materials from the permanent facility prior to disposal by sale or scrap. This requirement will be satisfied by the Company giving notice to the County of the time and place the materials will be available for inspection. This notice is the responsibility of the Company and it may be held accountable for full value of materials disposed of without notice. The County, and the Federal Highway Administration shall have the right to inspect all recovered materials, which are not reusable by the Company, for temporary use. The Company shall furnish a listing on final billings of major items not eligible for salvage credit, and reasons therefor.
- 11. The Company will abide by the contract cost principles as set forth in FAPG 23 CFR 645A.
- 12. The Company will not participate directly or indirectly in any practice which subjects persons to discrimination because of their race, color, religion, sex or national origin.

INSTRUCTIONS: Submit two original copies of the agreement form and six prints of drawings (or one reproducible print) showing present location and proposed location of poles or lines with reference to highway survey stations and centerline.

COMPANY: _____
ADDRESS _____

BY: Andrew N. Washington
TITLE: Area Manager

RICHLAND COUNTY

BY: _____

Project # _____ Agreement # _____
(Revised) 06-2018



TRANSPORTATION
PROGRAM

To: Raven Gambrell

Project: Decker Blvd. and Woodfield Neighborhood Improvement Project

Ref: AT&T Design for Relocation of their Overhead Facilities

Steve Martin provided a Utility Agreement for the design of their relocation from overhead to buried along Decker Blvd. from Trenholm Rd. to Brookfield Rd. AT&T had stated they required an utility agreement to start a detailed inventory of their facilities and perform the design for the relocation. Based on the current information Steve Martin with AT&T provided in an email the following information on the development of their estimate for design services.

- Design UA was based on estimated costs for the design work only
- Design work will be performed by a contract engineering company through a procurement and bid process.
- The cost estimate was based on \$150.00/hr and the duration of 16.5 weeks
- AT&T will invoice for Actual and related direct costs accumulated in accordance with a work order accounting procedure per the Utility Agreement

Rebecca Connelly, CIT

Program Utility Coordinator-Richland Penny



TRANSPORTATION PROGRAM

Request to Condemn Property

Greene Street – Phase II

Project ID 0038231, Richland PDT 321

Parcel Number: 12
Tax Map Number: NONE OF RECORD
Property Owner(s): Seaboard System Railroad, Inc.

Area of Acquisition 2,080 SF/0.048AC

Amount of Appraised Offer: \$1,900.00 for temporary right-of-way.

History of Acquisition: Acquisition was in accordance with the procedures of the South Carolina Department of Transportation and the Richland County Right-of-Way Policy. Appraised offer in the amount of \$1,900.00 was made. Landowner was informed due to project time constraints their time frame to process the requested right-of-way condemnation was necessary.

Exhibit of property attached.



TRANSPORTATION PROGRAM

Request to Condemn Property

Greene Street – Phase II

Project ID 0038231, Richland PDT 321

Parcel Number: 22
Tax Map Number: NONE OF RECORD
Property Owner(s): Southern Railway Company

Area of Acquisition 0.240 AC/10,642 SF for temporary right- of- way.

Amount of Appraised Offer: \$8,400.00 for temporary right- of- way.

History of Acquisition: Acquisition was in accordance with the procedures of the South Carolina Department of Transportation and the Richland County Right-of-Way Policy. Appraised offer in the amount of \$8,400.00 was made. Landowner was informed due to project time constraints their time frame to process the requested right-of-way condemnation was necessary.

Exhibit of property attached.



TRANSPORTATION PROGRAM

Request to Condemn Property

Greene Street – Phase II

Project ID 0038231, Richland PDT 321

Parcel Number: 64
Tax Map Number: NONE OF RECORD
Property Owner(s): Seaboard System Railroad

Area of Acquisition: 0.181 AC/7,856 SF for temporary right-of-way.

Amount of Appraised Offer: \$6,800.00 for temporary right-of-way.

History of Acquisition: Acquisition was in accordance with the procedures of the South Carolina Department of Transportation and the Richland County Right-of-Way Policy. Appraised offer in the amount of \$6,800.00 was made. Landowner was informed due to project time constraints their time frame to process the requested right-of-way condemnation was necessary.

Exhibit of property attached.

EXHIBIT A

64
 TEMPORARY R/W
 7,865 SF (0.181 AC)
 WILMINGTON/COLUMBIA
 & AUGUSTA RR
 TMS# 08915-13-02

DED. 50' R/W
 (SEABOARD SYSTEM
 RAILROAD, INC., R/W & TRACK
 MAP V33698, DATED 07-01-86,
 REVISED 02-91) D.A.M.

N=785392.28
 E=1988205.65
 N=785532.57
 E=1988152.95
 N=785533.91
 E=1988156.63

DED. 50' R/W (WAYNE STREET) (SEABOARD SYSTEM RAILROAD, INC., R/W & TRACK MAP V33698, DATED 07-01-86, REVISED 02-91) D.A.M.

N=785398.28
 E=1988221.66

N=785792.63
 E=1988076.58

N=785782.92
 E=1988050.23

EXIST. WILMINGTON, COLUMBIA, AND AUGUSTA RR R/W (NOW CSX RAILROAD) (PER DEED BOOK "F", PAGE 382)

APPROX. CENTERLINE OF WAYNE STREET

EXIST. CHARLOTTE, COLUMBIA AND AUGUSTA RAILROAD CO. R/W (NOW NORFOLK SOUTHERN RAILWAY (PER DEED BOOK "F", PAGE 382))

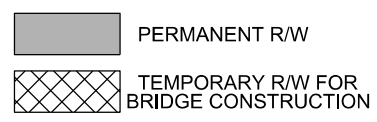
DED. 50' R/W (WAYNE STREET) (P.B. 895, PG. 124) D.A.M.

SURVEY STA. 21+32.18
 END BRIDGE
 SEE BRIDGE PLANS

SURVEY STA. 18+99.51
 BEGIN BRIDGE
 SEE BRIDGE PLANS

TBM B
 RR SPIKE IN POLE
 ELEV. = 195.81'

PLOT DRIVER: PDF.pltcf
 SCALE: 50.000 ft / in.
 FILE: J:\Jobs\Even\15266-50R/W Projects\321_Greene St Phase 2\Exhibit\Tract 64.dgn



RICHLAND COUNTY (GREENE STREET PHASE 2)
 Area of Aquisition From Tract No. 64 Project ID: 0038231
 Scale: 1" = 50'
 Original prepared: 02/23/2018

DAVIS & FLOYD
 SINCE 1954



TRANSPORTATION PROGRAM

Request to Condemn Property

Greene Street – Phase II

Project ID 0038231, Richland PDT 321

Parcel Number: 66
Tax Map Number: NONE OF RECORD
Property Owner(s): CSX Railroad

Area of Acquisition: 0.198 AC/8,603 SF of land as temporary right- of- way.
0.042 AC/1,818 SF of land as permanent right- of- way.

Amount of Appraised Offer: \$7,399.00 for temporary right - of - way.
\$9,772.00 for permanent right - of - way.
\$17,170.00 TOTAL
\$17,200.00 TOTAL (Rounded)

History of Acquisition: Acquisition was in accordance with the procedures of the South Carolina Department of Transportation and the Richland County Right-of-Way Policy. Appraised offer in the amount of \$17,200.00 was made. Landowner was informed due to project time constraints their time frame to process the requested right-of-way condemnation was necessary.

Exhibit of property attached.



TRANSPORTATION PROGRAM

Request to Condemn Property

Greene Street – Phase II

Project ID 0038231, Richland PDT 321

Parcel Number: 67
Tax Map Number: NONE OF RECORD
Property Owner(s): Norfolk Southern

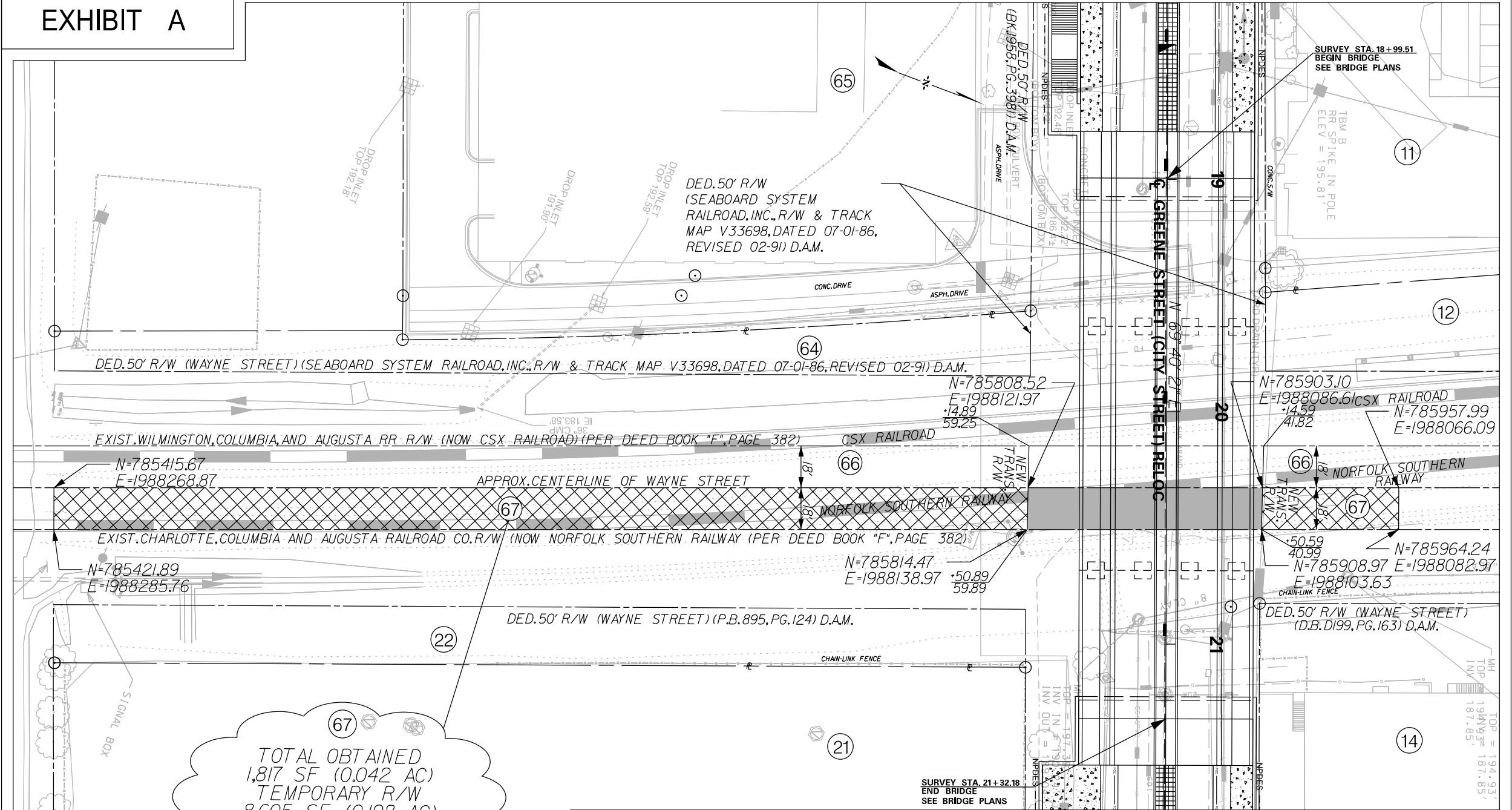
Area of Acquisition: 0.198 AC/8,605 SF of land as temporary right- of- way.
0.042 AC/1,817 SF of land as permanent right- of- way.

Amount of Appraised Offer: \$7,400.00 for temporary right - of - way.
\$9,766.00 for permanent right - of - way.
\$17,167.00 TOTAL
\$17,200.00 TOTAL (Rounded)

History of Acquisition: Acquisition was in accordance with the procedures of the South Carolina Department of Transportation and the Richland County Right-of-Way Policy. Appraised offer in the amount of \$17,200.00 was made. Landowner was informed due to project time constraints their time frame to process the requested right-of-way condemnation was necessary.

Exhibit of property attached.

EXHIBIT A



(67)
 TOTAL OBTAINED
 1,817 SF (0.042 AC)
 TEMPORARY R/W
 8,605 SF (0.198 AC)
 NORFOLK SOUTHERN RAILWAY

- PERMANENT R/W
- TEMPORARY R/W FOR BRIDGE CONSTRUCTION

RICHLAND COUNTY (GREENE STREET PHASE 2)
 Area of Aquisition From Tract No. 67 Project ID: 0038231
 Scale: 1" = 50' Original prepared: 02/23/2018

DAVIS & FLOYD
 SINCE 1954

PLOT DRIVER: PDF.pltctg
 SCALE: 50.0000 ft/in.
 FILE: J:\Jobs\Evening\15266-00ROW Projects\321_Greene St Phase 2\Exhibits\Tract 67.dgn



TRANSPORTATION PROGRAM

Request to Condemn Property

Greene Street – Phase II

Project ID 0038231, Richland PDT 321

Parcel Number: 30
Tax Map Number: R8910-01-02
Property Owner(s): Guingard Associates, LLC

Area of Acquisition 0.079AC/3,453 SF for temporary right- of- way.
0.245 AC/10,651 SF for permanent right-of-way.

Amount of Appraisal offer: \$14,364.00 for temporary right-of-way.
\$276,926.00 for permanent right-of-way
TOTAL \$291,300.00 Rounded

History of Acquisition: Acquisition was in accordance with the procedures of the South Carolina Department of Transportation and the Richland County Right-of-Way Policy. Appraised offer in the amount of \$291,300 was made.

Exhibit of property attached.

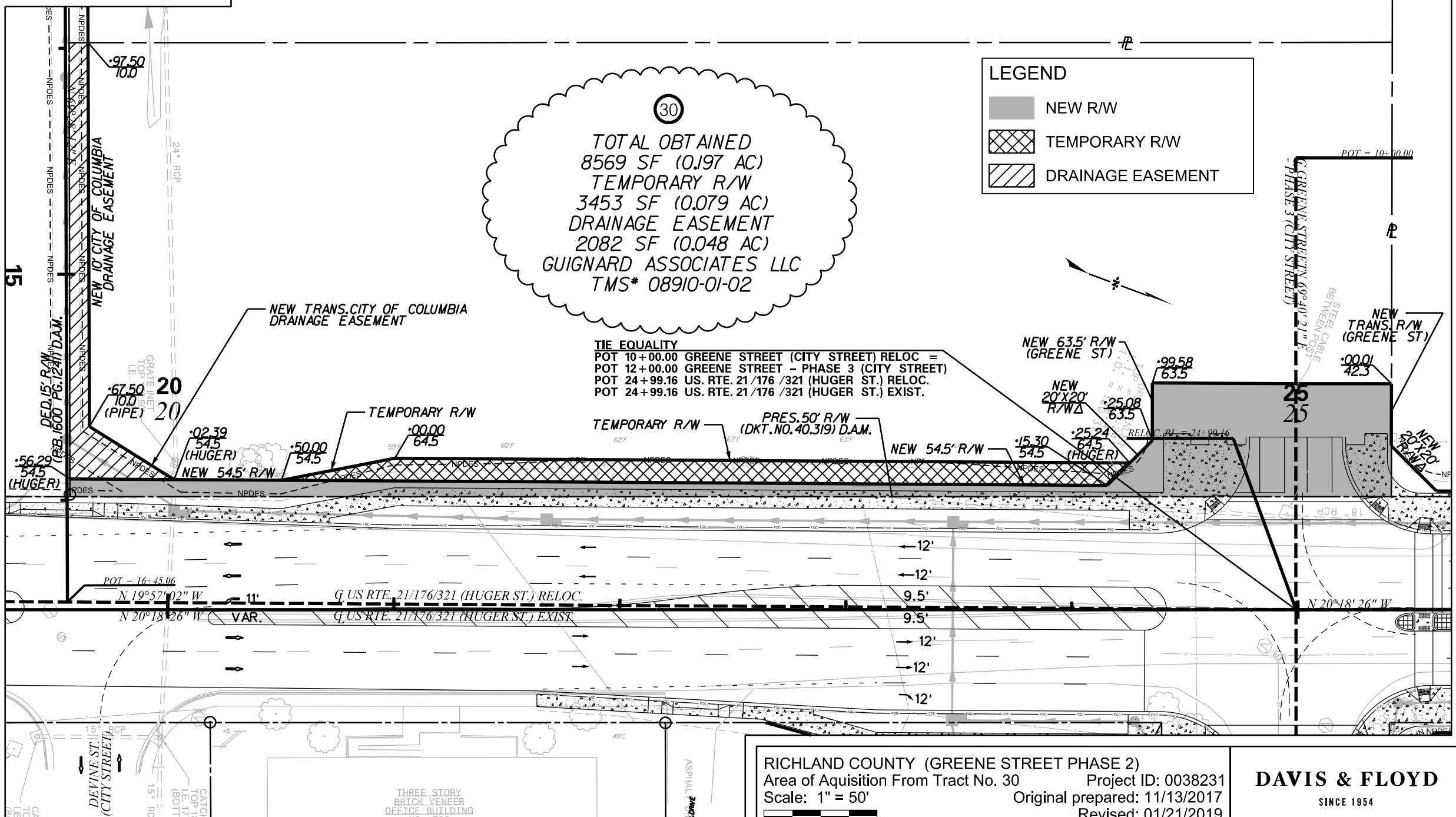
EXHIBIT A-1

30
 TOTAL OBTAINED
 8569 SF (0.197 AC)
 TEMPORARY R/W
 3453 SF (0.079 AC)
 DRAINAGE EASEMENT
 2082 SF (0.048 AC)
 GIGNARD ASSOCIATES LLC
 TMS* 08910-01-02

LEGEND

- NEW R/W
- TEMPORARY R/W
- DRAINAGE EASEMENT

TIE EQUALITY
 POT 10+00.00 GREENE STREET (CITY STREET) RELOC =
 POT 12+00.00 GREENE STREET - PHASE 3 (CITY STREET)
 POT 24+99.16 US. RTE. 21/176 /321 (HUGER ST.) RELOC.
 POT 24+99.16 US. RTE. 21/176 /321 (HUGER ST.) EXIST.



RICHLAND COUNTY (GREENE STREET PHASE 2)
 Area of Aquisition From Tract No. 30
 Scale: 1" = 50'
 Project ID: 0038231
 Original prepared: 11/13/2017
 Revised: 01/21/2019

DAVIS & FLOYD
 SINCE 1954

PLOT DRIVER: PDF.pltcf
 SCALE: 50,000 ft / in.
 FILE: J:\Jobs\GreenSt\Phase 2\Exhibit\Tract 30.dgn



TRANSPORTATION PROGRAM

Request to Condemn Property

Greene Street – Phase II

Project ID 0038231, Richland PDT 321

Parcel Number: 60
Tax Map Number: R8910-01-01
Property Owner(s): Guingard Associates, LLC

Area of Acquisition 0.021 AC/922 SF for temporary right-of-way.
0.245 AC/10,651 SF for permanent right-of-way.

Amount of Appraisal offer: \$2,611.00 for temporary right-of-way.
\$172,876.00 for permanent right-of-way
TOTAL - \$175,500.00 Rounded

History of Acquisition: Acquisition was in accordance with the procedures of the South Carolina Department of Transportation and the Richland County Right-of-Way Policy. Appraised offer in the amount of \$175,500.00 was made.

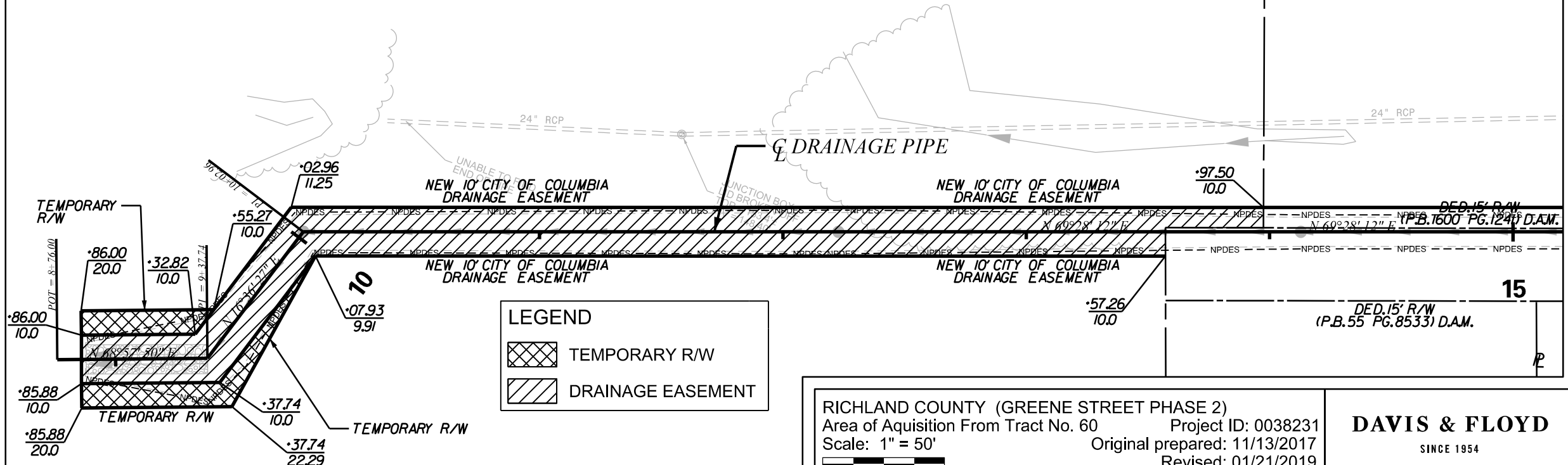
Exhibit of property attached.

EXHIBIT A-2



60
 TEMPORARY R/W
 922 SF (0.021 AC)
 DRAINAGE EASEMENT
 9767 SF (0.224 AC)
 GUIGNARD ASSOCIATES LLC
 TMS* 08910-01-01

30



LEGEND

- TEMPORARY R/W
- DRAINAGE EASEMENT

RICHLAND COUNTY (GREENE STREET PHASE 2)
 Area of Aquisition From Tract No. 60
 Scale: 1" = 50'
 Project ID: 0038231
 Original prepared: 11/13/2017
 Revised: 01/21/2019

DAVIS & FLOYD
 SINCE 1954

PLOT DRIVER: PDF.pltctg
 SCALE: 50.0000 ft/in.
 PLOTTED: 1/21/2019
 PEN TABLE: Greene St Phase II.tbl
 FILE: J:\Jobs\GreenSt\15268-00\ROW Projects\321_Greene St Phase 2\Exhibit\Tract 60.dgn

March 5, 2019

A. Tony Magwood
Resident Maintenance Engineer
Richland Maintenance Division - District 1
South Carolina Department of Transportation
7201 Fairfield Road
Columbia, SC 29203

RE: Gadsden Street (S-1537) Road Closure
Greene Street Phase 2 - SCDOT Project ID P038231

Dear Tony,

The Richland County Transportation Program's Greene Street Phase 2 project consists of improvements along Greene Street from Gadsden Street to Huger Street in Columbia, South Carolina including a new bridge over Norfolk Southern and CSX Transportation railroads. To obtain approval from Norfolk Southern to construct the bridge, Norfolk Southern is requiring the closing of two at-grade crossings following the bridge construction. The two road crossing closures are at Devine Street (DOT#716370J, NS Milepost W-161.1) and Gadsden Street (S-1537) (DOT#716366U, NS Milepost W-161.4). These road closures have been coordinated with the railroads and the City of Columbia.

As this section of Gadsden Street is maintained by SCDOT, we respectfully request approval from SCDOT to close a portion of Gadsden Street as part of the Greene Street Phase 2 project. Refer to the attached preliminary construction plans depicting road closure details.

Should you have any questions or require additional information, please don't hesitate to contact me.

Sincerely,

Dr. John Thompson
Director of Transportation
Richland County Government

Encl: Preliminary Construction Plans for Road Closure

ec: Nathaniel Miller, Richland County Contracts Manager, Transportation Department
Joey McIntyre, P.E., SCDOT Program Manager
Missy Gentry, P.E., City of Columbia Assistant City Manager
David Beaty, P.E., Richland Penny Program Manager
Raven Gambrell, P.E., Richland Penny Project Manager

Greene Street Phase 2

Gadsden Street Road Closure

Gadsden Street Road Closure Location

Google earth

© 2018 Google

547 of 592

1000 ft





TRANSPORTATION PROGRAM

To: John Thompson, PhD
Assistant County Administrator

From: David Beaty, PE
Program Manager

Date: March 15, 2019

Re: 2012 Referendum Greenway Category Status and Recommendation Memorandum

Introduction

The purpose of this memorandum is to provide a summary of the fifteen Richland County Transportation Program Greenway projects and recommendations to continue the program into the future with the goal of completing as many sections as funding allows. These projects warrant a review and consideration by Richland County as the development and characteristics of the surrounding neighborhoods, in conjunction with public input garnered at public hearings has changed substantially in the past seven years since the program began. It is the intent to provide information and recommendations to Richland County to address the viability of these Greenways, and possible reallocation of funds to other projects.

The Richland County Transportation Program has a total funding of \$1.07 billion funded through the Transportation Sales Tax approved by voters in 2012. Of this, \$80,888,356 was allotted to the Bike/Pedestrian/Greenway category with \$20,970,779 specifically dedicated to Greenways. Development of the Greenway category to date has utilized a cost constrained approach in an effort to stay within the original referendum amounts. The following is a summary of the Greenway projects, and recommendations for each project.

Project Summaries

Three Rivers Greenway Extension Phase 1

The Three Rivers Greenway Extension Phase 1 is a 3.2 mile greenway that incorporates an 8-foot-wide concrete trail that undulates from near the I-26/I-126 interchange along the Saluda River. It continues past River Banks Zoo to the confluence of the Saluda and Broad Rivers. Included are benches, environmentally-friendly public restrooms, signage, and information kiosks. The referendum amount was \$7,902,242 and the project is scheduled to be complete Spring/Summer 2019 and be within the referendum amount.

Lincoln Tunnel Greenway

The Lincoln Tunnel Greenway is 3,100 feet and extends from Taylor St. to Elmwood Ave. It was completed in 2017 at a cost of \$1,493,126. The referendum amount was \$892,739 and the City received a grant to be applied to the project in the amount of \$323,680 resulting in the referendum amount being exceeded by approximately \$276,709. The Greenway is a popular destination for pedestrians, cyclists and other visitors in one part because it connects bikeways and sidewalks in the downtown to shopping, restaurants and parks. The Greenway has lights, benches, and the renovated tunnel, with public art on display throughout.

Gills Creek A, B and C Greenways

Gills Creek A is currently in the design phase with its northern termini beginning at Ft. Jackson Boulevard and extending approximately 4,400' to Mikell Lane. The referendum amount was \$2,246,160. Section B is an approximate 5.8 mile greenway with trails and boardwalks along a tributary to Gills Creek from Wildcat Creek to Leesburg Rd. No work has been performed to date and it remains in the programming phase with a Referendum allocation of \$2,785,897. Section C is in the programming phase as well. It is planned as a 3,000' greenway with trails and boardwalks extending from Forest Drive to Quail Lane and has a referendum amount of \$344,667.

In 2016, two public hearings for sections A resulted in over 600 residents and property owners in attendance. In addition to section A, many comments were received for sections B and C. In total, the County received 652 comments, with 503 positively favoring the greenway section A, but constructed on the west side of Gills Creek. There was little support for B or C, and most comments were negative for these two sections.

The PDT is working closely with the City of Columbia and the Gills Creek Watershed Association to ensure coordination and input from stakeholders in the design phase of Section A, and recommend that based on the public input, that Council reallocate the 2012 Referendum funds for Sections B and C to Section A. This would allow the Greenway to likely extend to Timberlane Dr., and allow for additional coordination with ongoing October 2015 flood mitigation efforts.

Smith/Rocky Branch Greenway Sections A, B, and C

Smith Rocky Branch Greenway Sections A, B, and C are currently in the design phase and public meetings have recently been conducted on February 13, 2019 and February 21, 2019. The project scope is a greenway with trails and boardwalks that will border Smith Creek and Rocky Branch. Section A is 4,400' and would run from the Three Rivers Greenway to Clement Rd. along Smith Creek, and has a Referendum allocation of \$431,183. Section B is 4,700' and would run from Clement Rd. to Colonial Dr. along Smith Creek, and Section C is 1.70 miles and would run from Granby Park to Gervais St. along Rocky Branch. The allocated costs for Sections B and C is \$1,415,316 and \$901,122, respectively.

In the recent weeks, the City of Columbia has coordinated with a developer who has committed to constructing a portion of section C from Olympia Avenue towards the Congaree River terminating at a utility substation approximately 1,500' from the Congaree River.

As a result of the comments received from the public meeting and coordination with project stakeholders and greenway planners with previous knowledge of the projects, as well as safety considerations, project impacts, and available funding, the PDT recommends reallocating the funds from Section A and B to Section C such that the greenway constructed by the developer could be continued to the Congaree River and connect with the existing Granby Park greenway.

Crane Creek Greenway Sections A, B, and C

Crane Creek Greenway Section Sections A, B, and C are currently in the design phase and a public meeting was recently conducted on January 15, 2019. Section A is about 2.10 miles and would run from Monticello Rd. along Crane Creek to the Three Rivers Greenway terminus at the City of Columbia canal headworks along the Broad River. Section A has a Referendum allocation of \$1,541,816. Section B would extend about 4,000' from the Three Rivers Greenway along the Broad River and following a City of Columbia easement to a point near the intersection of Mountain Dr./Clement Road/Duke Road. Section B has a referendum amount of \$460,315. Section C was presented as a greenway extending from the CIU campus southward along a utility easement approximately 2 miles to a point near I-20. Section C has a referendum amount of \$793,908.

At the January 15, 2019 public meeting 39 citizens attended. Of the 35 comments received, over half favored Section B. The PDT recommends further design studies on Greenway Section B and reallocating funds from Section A and C to Section B to allow for completion of the this section of the greenway which would provide connectivity to the existing Three Rivers Greenway from the neighborhoods along Clement and Duke Roads.

Polo/Windsor Lake Greenway

The Polo/Windsor Lake Greenway is a proposed greenway and trail approximately 4,000' in length. This project would begin at Windsor Lake Blvd. north of I-77 and follow the general alignment along the I-77 and I-20 interchange to the intersection of Alpine Rd. and Polo Rd. The benefit of the project is that when completed, users can access Alpine Rd. and Polo Rd. sidewalk projects linking locations such as Cardinal Newman School, Sesquicentennial State Park, and Two Notch Rd. With the mix of residential, commercial, and recreational facilities in close proximity to the greenway, this project would have a positive impact for the community. It will also provide a safe route to sidewalks that will be used for neighborhoods and roads located by both termini. The PDT recommends moving to design phase with this project. Furthermore, because the allocated amount of \$385,545 is likely not enough to complete this greenway completely, the PDT recommends reallocating funds from the Dutchman Blvd. greenway to this project.

Dutchman Blvd. Connector Greenway

The Dutchman Blvd. Connector is a proposed 2,000' greenway and trail from Broad River Road along Dutchman Blvd. to a point along Lake Murray Blvd. It has a Referendum allocation of \$105,196. The proposed route is in a commercial/industrial area and most businesses in this area are engaged in activities such as warehousing, wholesale, light manufacturing, and distribution. Dutchman Blvd. terminus is a cul-de-sac, where the proposed greenway would continue through the adjacent parcels to Lake Murray Blvd. Since the 2012 referendum, these parcels have now

been developed. The PDT recommends that the County does not move forward with this project, and reallocates the funds to the Polo/Windsor Lake project.

Woodbury/Old Leesburg Greenway

The Woodbury/Old Leesburg Greenway is a proposed to be a 1,000' greenway and trail. It is proposed to connect Old Leesburg to Woodbury Rd. as a way to avoid using the Trotter Rd. /Leesburg Rd. Intersection and has a referendum allocation of \$116,217. Aerial photographs and site visits do show a pathway where people have used this proposed route, most likely for off-road vehicles and foot traffic, but it is not an official thoroughfare. One terminus, proposed at Woodbury Rd., sits at the far corner of a single-family residential neighborhood, and would have the greenway go between two residences. The other proposed terminus is at a small crossroads intersection. Currently, the Old Leesburg terminus has few small commercial buildings including a bar/grill, a barber shop, and a small trailer park. As this area has little new development, there does not appear to be enough demand, current or future, to warrant a greenway. The PDT recommends that the County does not move forward with this project, and reallocates the allocated funds to the Lower Richland Boulevard Widening which includes a Shared Use Path. During final design of the Lower Richland Boulevard Widening, the PDT further recommends that consideration be given extending the Shared Use path where feasible and coordinating with the Richland County Sports complex for potential locations of the path.

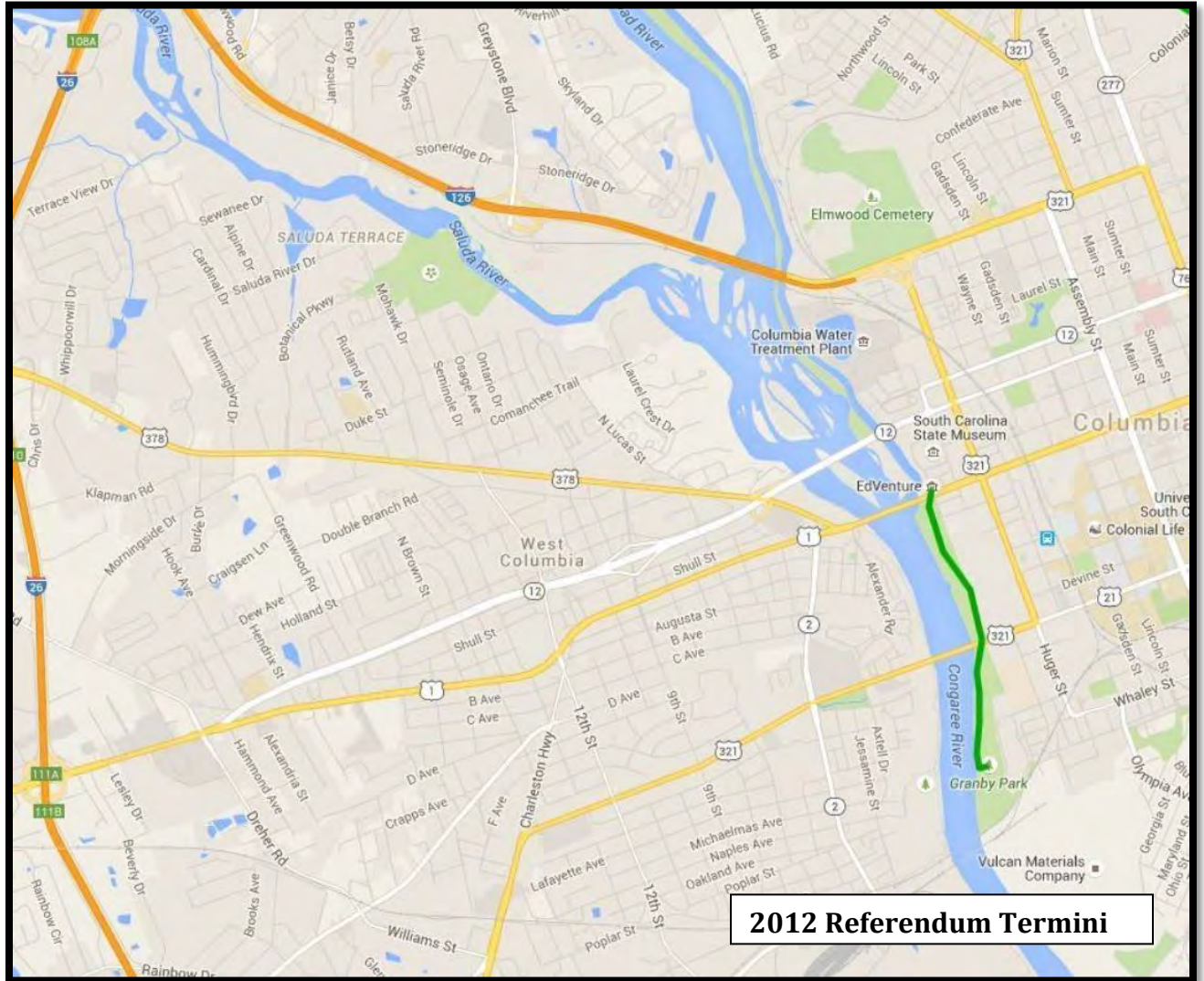
Columbia Mall Greenway

The Columbia Mall Greenway would begin on Trenholm Rd., near Dent Middle School, and would travel behind Dent Middle School crossing Decker Boulevard and following Jackson Creek to a point near Two Notch Road for a distance of 1.2 miles. This project includes areas with very high vehicle and commercial use, and connects two residential neighborhoods at each terminus. As it crosses Decker Blvd. and O'neil Court, safe pedestrian crossing would be an expensive addition to the greenway's overall cost. The PDT recommends further coordination with RCSD2 be conducted specifically regarding construction of the greenway on school property located at Jackson Creek Elementary. Based on available funding, it appears a viable greenway could be constructed on school property with a connection to the school such that it could both be used by the community and also by the school.

Recommendation Summary

| Priority Rank | Project Name | 2012 Referendum Cost | Recommendation/Status |
|---------------|---------------------------------|----------------------|--|
| 1 | Three Rivers Greenway Extension | \$7,902,242 | In Construction |
| 2 | Lincoln Tunnel | \$892,739 | Complete |
| 3 | Gills Creek Section A | \$2,246,160 | Extend design to Timberlane; Reallocate funds from Gills Creek Section B and C |
| 4 | Smith/Rocky Branch Section C | \$901,122 | Design from Olympia Park to Granby Park greenway; Reallocate funds from Sections A and B |
| 5 | Gills Creek Section B | \$2,785,897 | Do not build; Reallocate funds to Gills Creek Section A |
| 6 | Smith/Rocky Branch Section B | \$1,415,316 | Do not build; Reallocate funds to Smith/Rocky Branch Section C |
| 7 | Smith/Rocky Branch Section A | \$431,183 | Do not build; Reallocate funds to Smith/Rocky Branch Section C |
| 8 | Gills Creek Section C | \$344,667 | Do not build; Reallocate funds to Gills Creek Section A |
| 9 | Crane Creek Section A | \$1,541,816 | Do not build; Reallocate funds to Crane Creek Section B |
| 10 | Crane Creek Section B | \$460,315 | Continue Design and Construct |
| 11 | Columbia Mall Greenway | \$648,456 | Coordinate design at Jackson Creek Elem. with Richland County School District. |
| 12 | Polo/Windsor Lake Connector | \$385,545 | Continue Design and Construct |
| 13 | Woodbury/Old Leesburg Connector | \$116,217 | Do not build; Reallocate funds to Lower Richland Blvd. Widening |
| 14 | Crane Creek Section C | \$793,908 | Do not build; Reallocate funds to Crane Creek Section B |
| 15 | Dutchman Blvd. Connector | \$105,196 | Do not build; Reallocate funds to Polo/Windsor Rd. greenway |

Three Rivers Greenway Extension



Project Name: Three Rivers Greenway Extension

Council District: 5

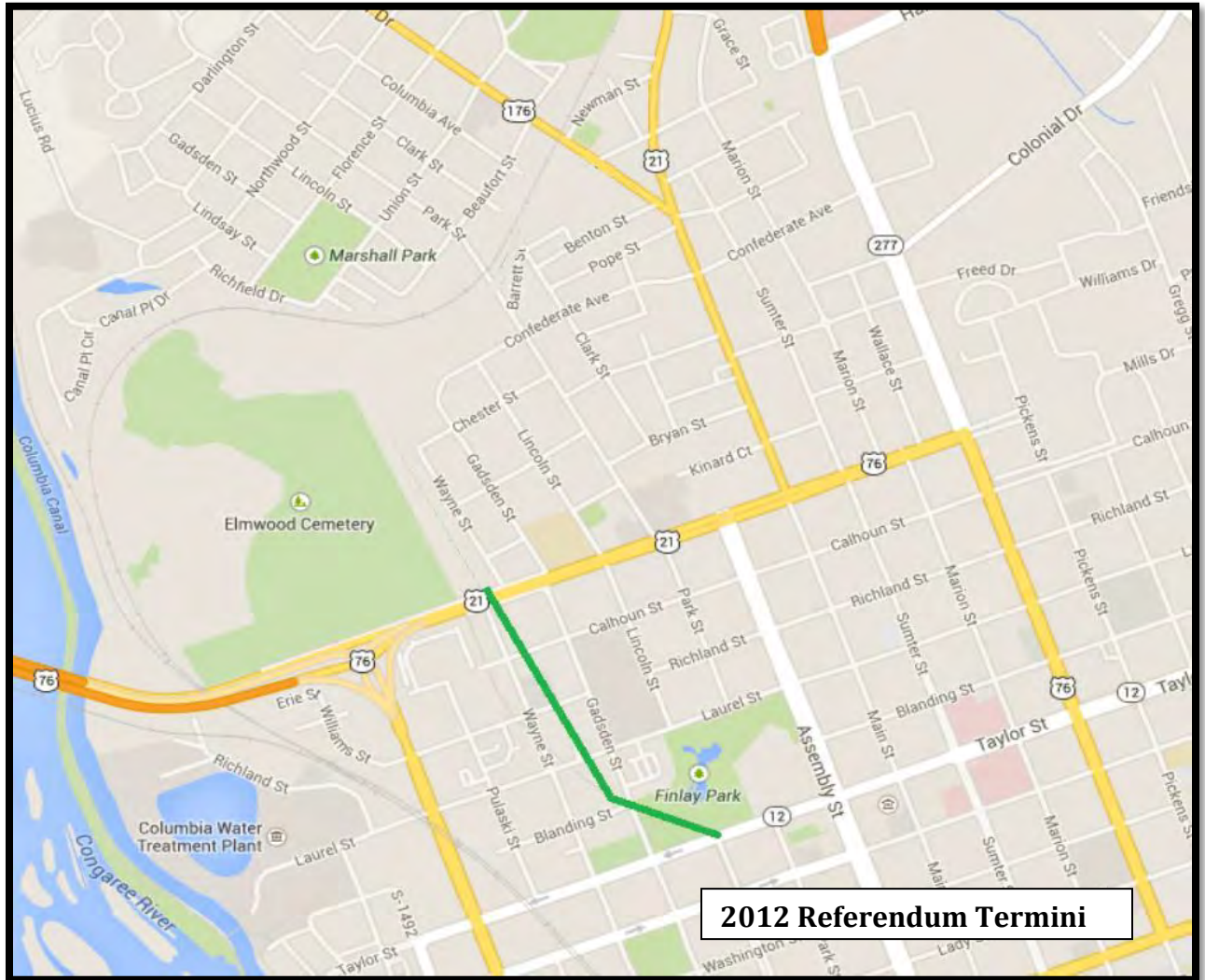
Length: 3.2 Miles

Description: Beginning on the Richland County side of the Saluda River near the I-26/I-126 interchange, extending east along the Saluda River past River Banks Zoo to the Saluda and Broad River junction.

Beginning Location: I-26/ I-126 Interchange

End Location: Saluda River/ Broad River Junction

Lincoln Tunnel Greenway



Project Name: Lincoln Tunnel Greenway

Council District: 4, 5

Length: 3,100 feet

Description: Abandoned rail tunnel linking Finley Park to Elmwood Ave. consisting of 14' trails, lights, and benches.

Beginning Location: Elmwood Avenue

End Location: Finley Park at Intersection of Taylor St. and Lincoln St.

Gills Creek Section A



Project Name: Gills Creek Section A

Council District: 6, 10

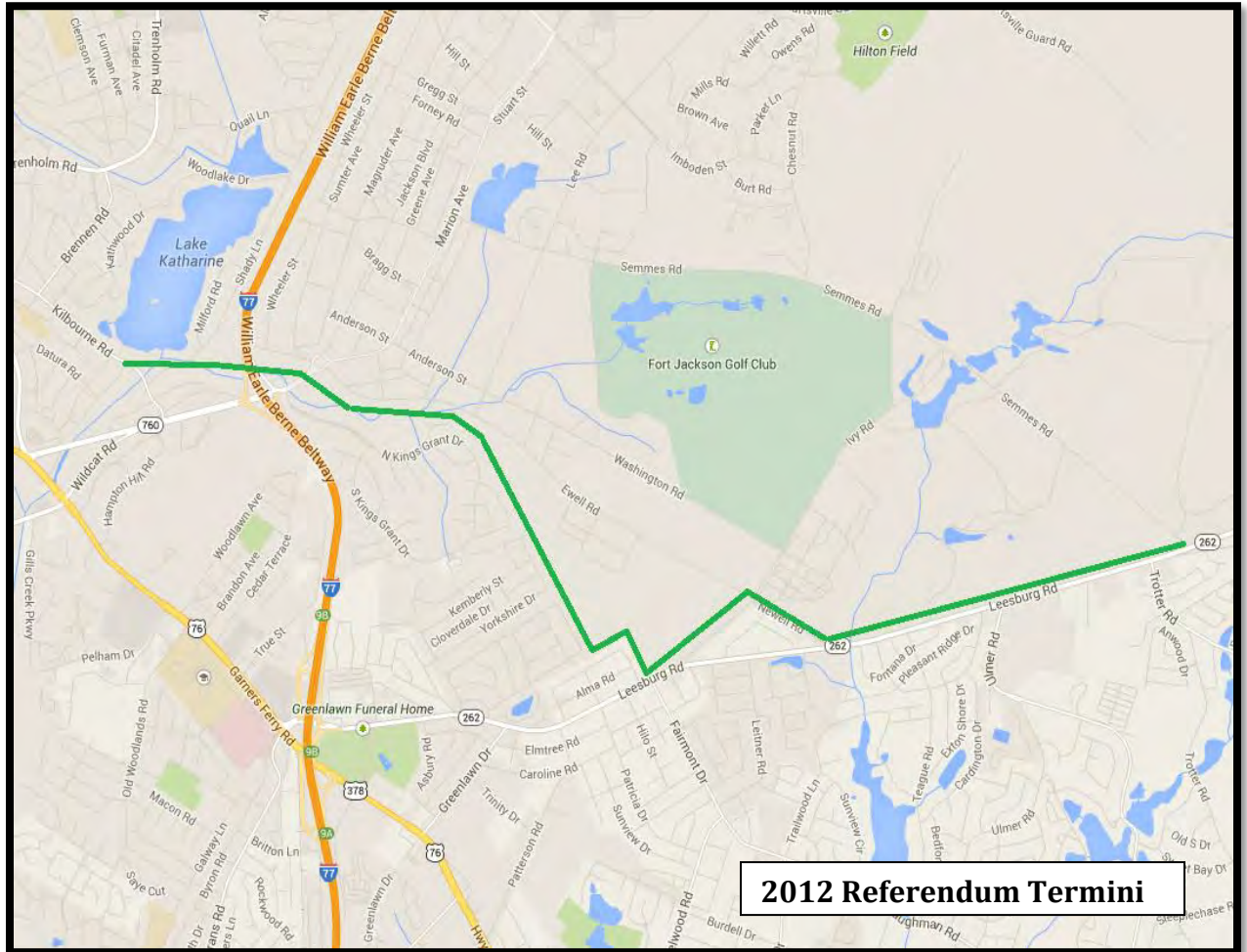
Length: 4,400 feet

Description: Trail beginning at Ft. Jackson Blvd, along Gills Creek to Mikell Lane

Beginning Location: Intersection of Burwell Rd. and Kilbourne Rd. South of Lake Katherine.

End Location: Bluff Rd. South of I-77.

Gills Creek Section B



Project Name: Gills Creek Section B

Council District: 6, 10, 11

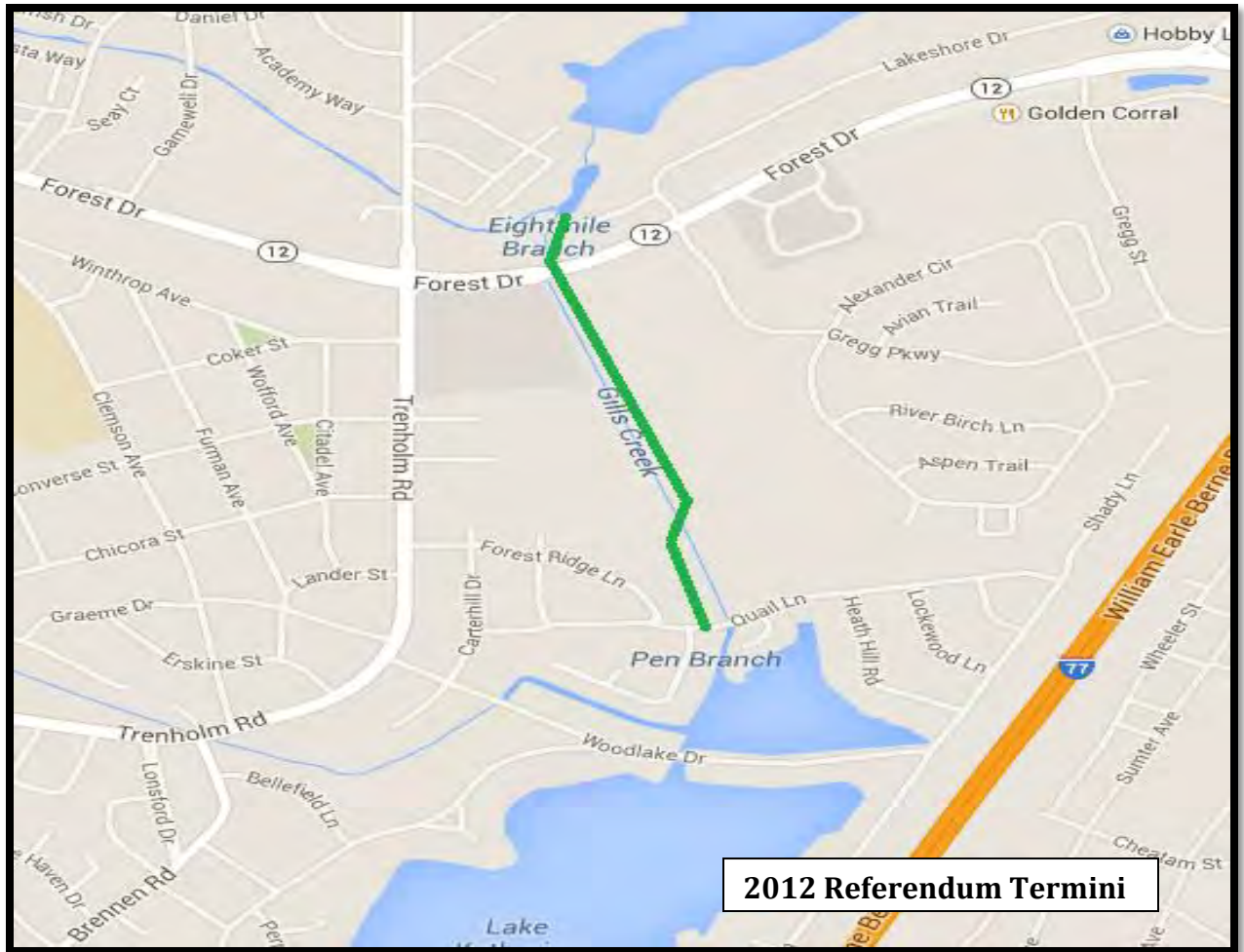
Length: 5.38 Miles

Description: Trail beginning at Wildcat creek, along Gills Creek to Leesburg Rd.

Beginning Location: Burwell Ln. South of Lake Katherine.

End Location: Intersection of Semmes Rd. and Leesburg Rd.

Gills Creek North Section C



Project Name: Gills Creek North Section C

Council District: 6, 11

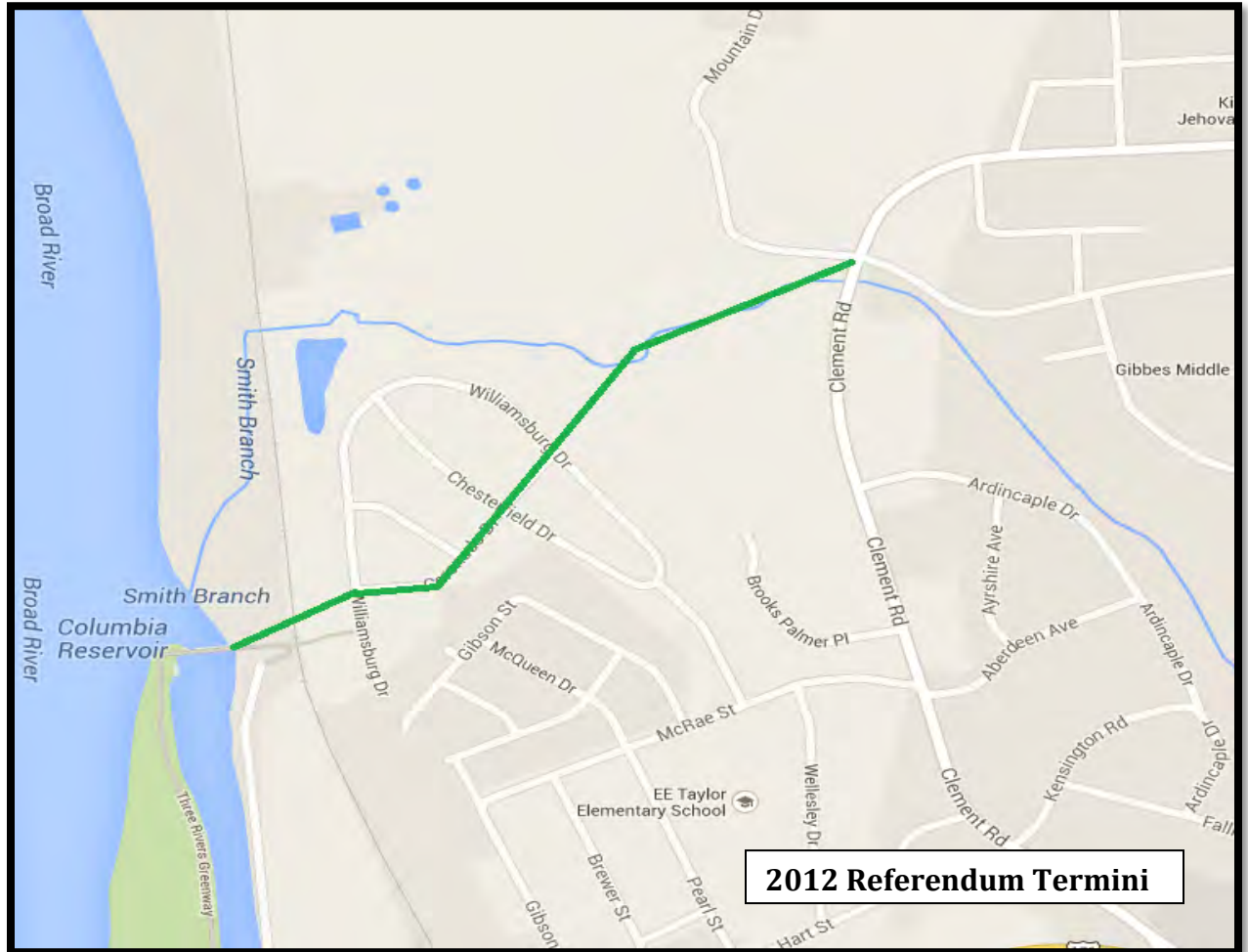
Length: 3,000 feet

Description: From just North of Forest Drive Trenholm Rd., along Gills Creek to Quail Dr.

Beginning Location: Intersection of Quail Ln. and Portobello Rd.

End Location: End of Shopping Center Rd.

Smith/Rocky Branch Section A



Project Name: Smith/Rocky Branch Section A

Council District: 4

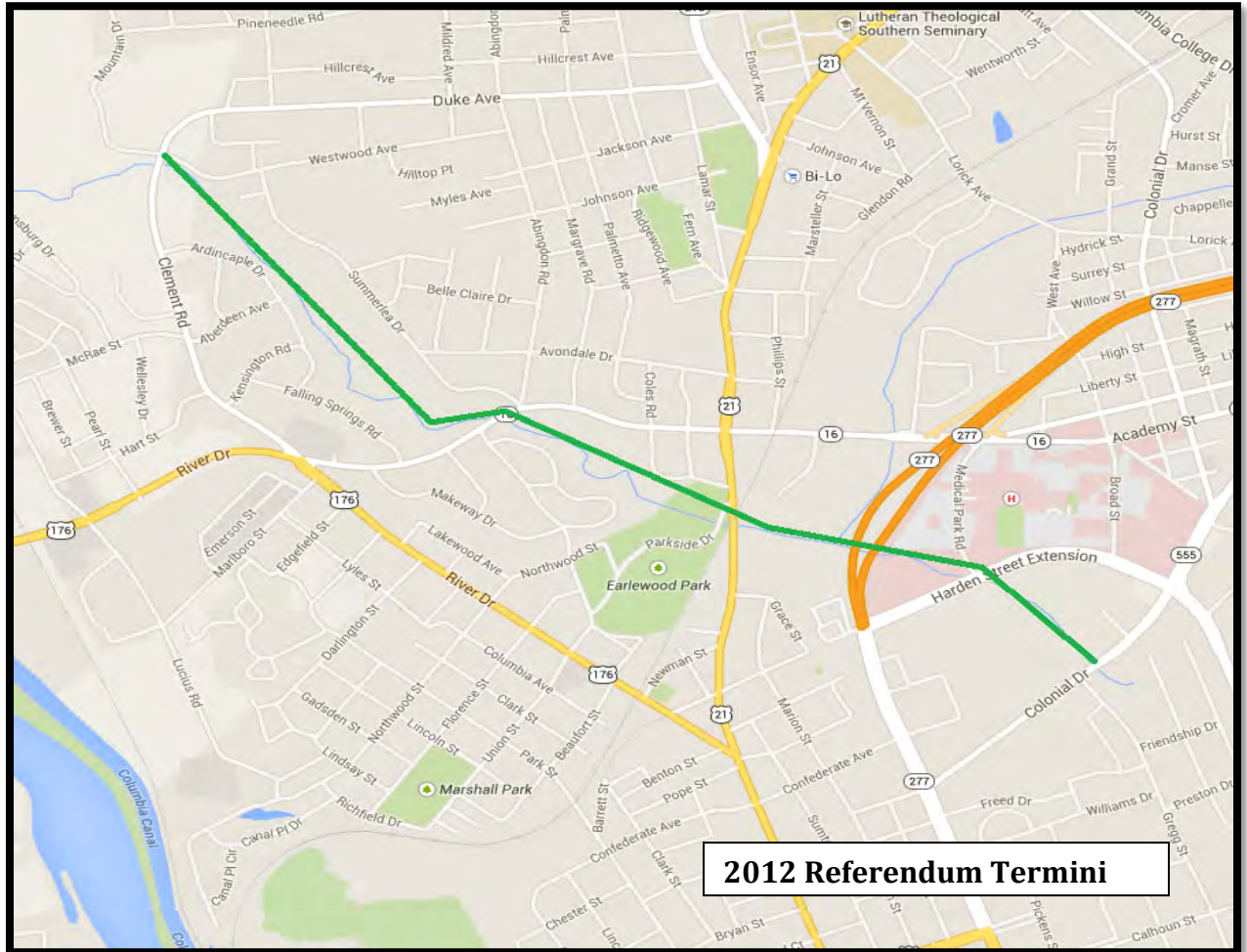
Length: 4,400 feet

Description: Beginning at Northern Three Rivers Greenway, along Smith Creek to Clement Rd.

Beginning Location: North Three Rivers Greenway.

End Location: Intersection of Clement Rd. and Westwood Ave.

Smith/ Rocky Branch Section B



Project Name: Smith/ Rocky Branch B

Council District: 4

Length: 4,700 feet

Description: Trail beginning at Clement Rd., along Smith Creek to Colonial Dr.

Beginning Location: Intersection of Clement Rd. and Westwood Ave.

End Location: Intersection of Colonial Dr. and Gregg St.

Smith/Rocky Branch Section C



Project Name: Smith/ Rocky Branch Section C

Council District: 4

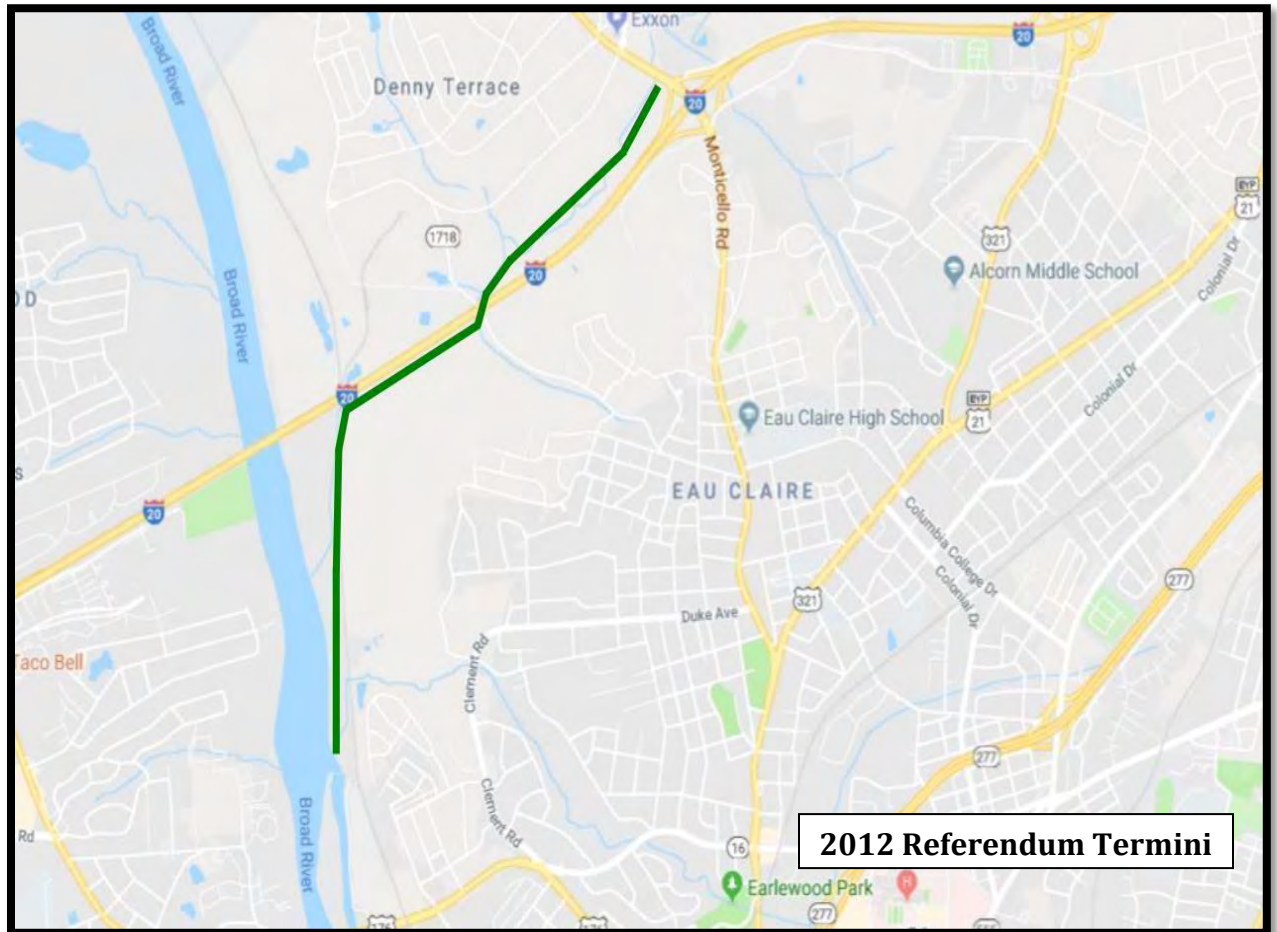
Length: 1.7 Miles

Description: Trail beginning at Granby Park, along Rocky Branch to Gervais St.

Beginning Location: Olympia Park.

End Location: Granby Park

Crane Creek Section A



Project Name: Crane Creek Section A

Council District: 4

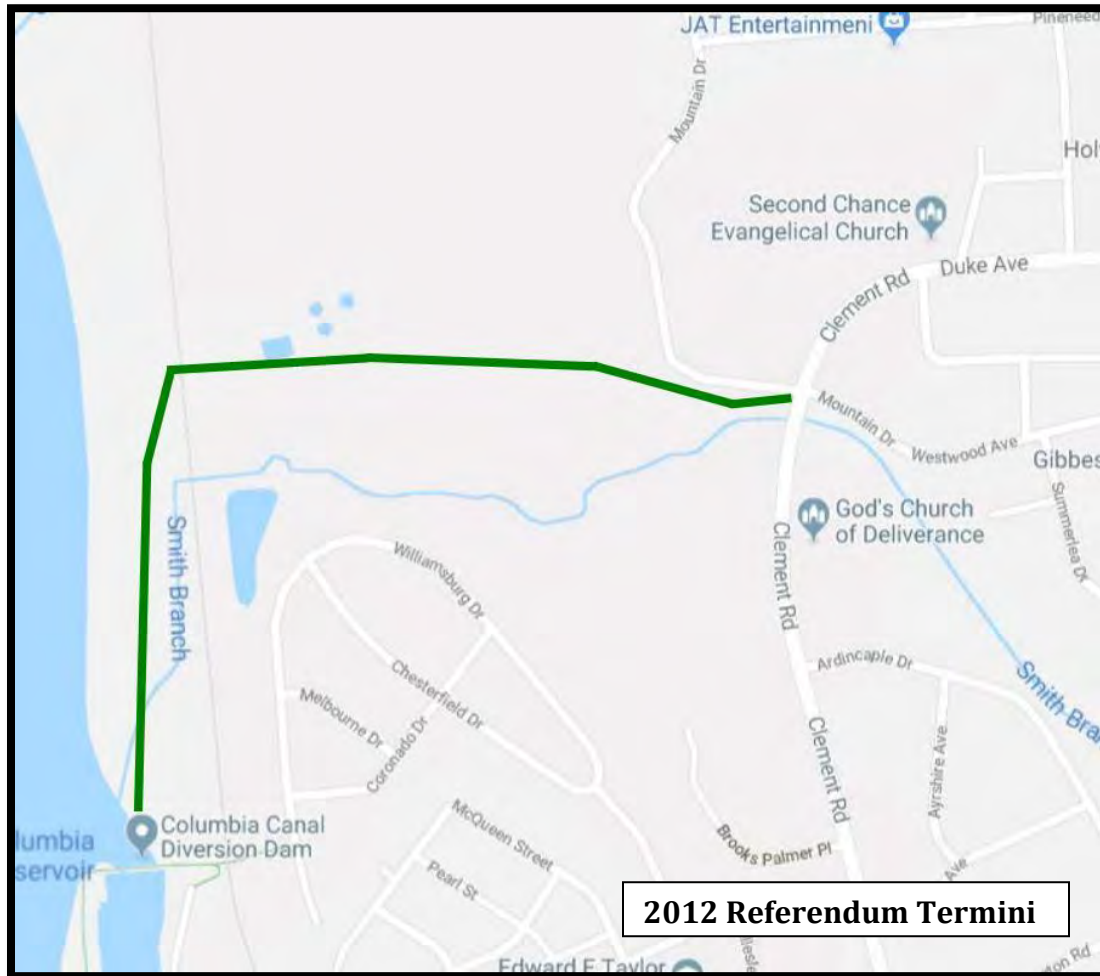
Length: 2.10 Miles

Description: Trail beginning from Monticello Rd. along Crane Creek to the Three Rivers Greenway terminus at the City of Columbia canal headworks along the Broad River.

Beginning Location: Monticello Rd. North of I-20.

End Location: Broad River South of I-20.

Crane Creek Section B



Project Name: Crane Creek Section B

Council District: 4

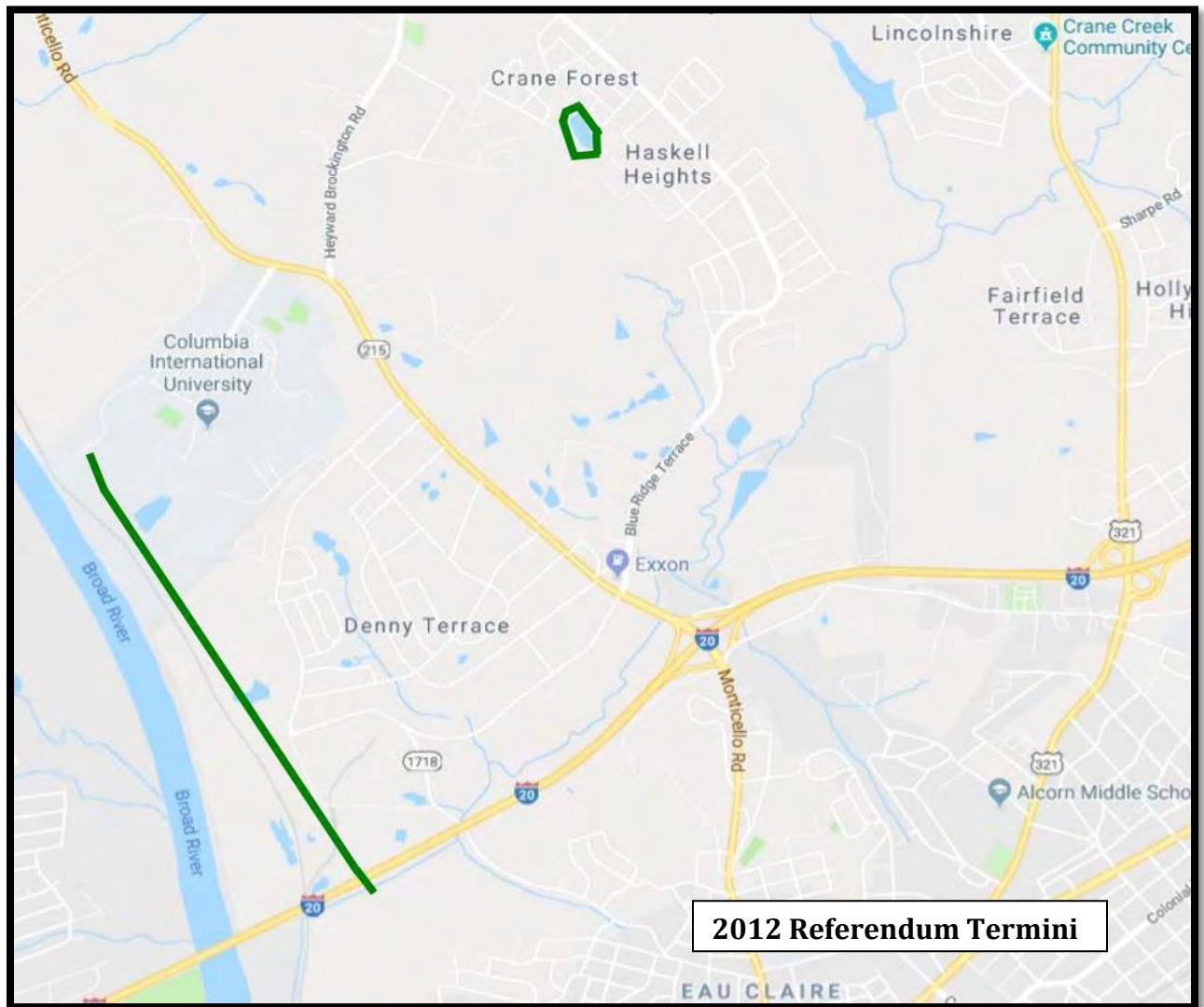
Length: 4,000 feet

Description: Beginning from the Three Rivers Greenway, along the Broad River to a point near the intersection of Mountain Dr./Clement Rd./Duke Rd.

Beginning Location: Crane Creek Section A, near Brickyard Rd.

End Location: Westwood Ave. and Duke Ave.

Crane Creek Section C



Project Name: Crane Creek Section C

Council District: 4, 7

Length: 1.53 Miles

Description Trail beginning at the CIU campus, southward along a utility easement approximately two miles to a point near I-20.

Beginning Location: Intersection of Peachwood Dr. and Widgean Dr.

End Location: North East of Sunbelt Blvd.

Polo Rd/Windsor Lake Connector



Project Name: Polo Rd/Windsor Lake Connector

Council District: 8

Length: 4,000 feet

Description: Trail beginning at Windsor Lake Blvd., north of I-77 along the I-77 and I-20 interchange to the intersection of Alpine Rd. and Polo Rd.

Start point: Windsor Lake Blvd north of I-77

End point: Intersection of Alpine Rd. and Polo Rd.

Dutchman Blvd. Connector



Project Name: Dutchman Blvd. Connector

Council District: 2

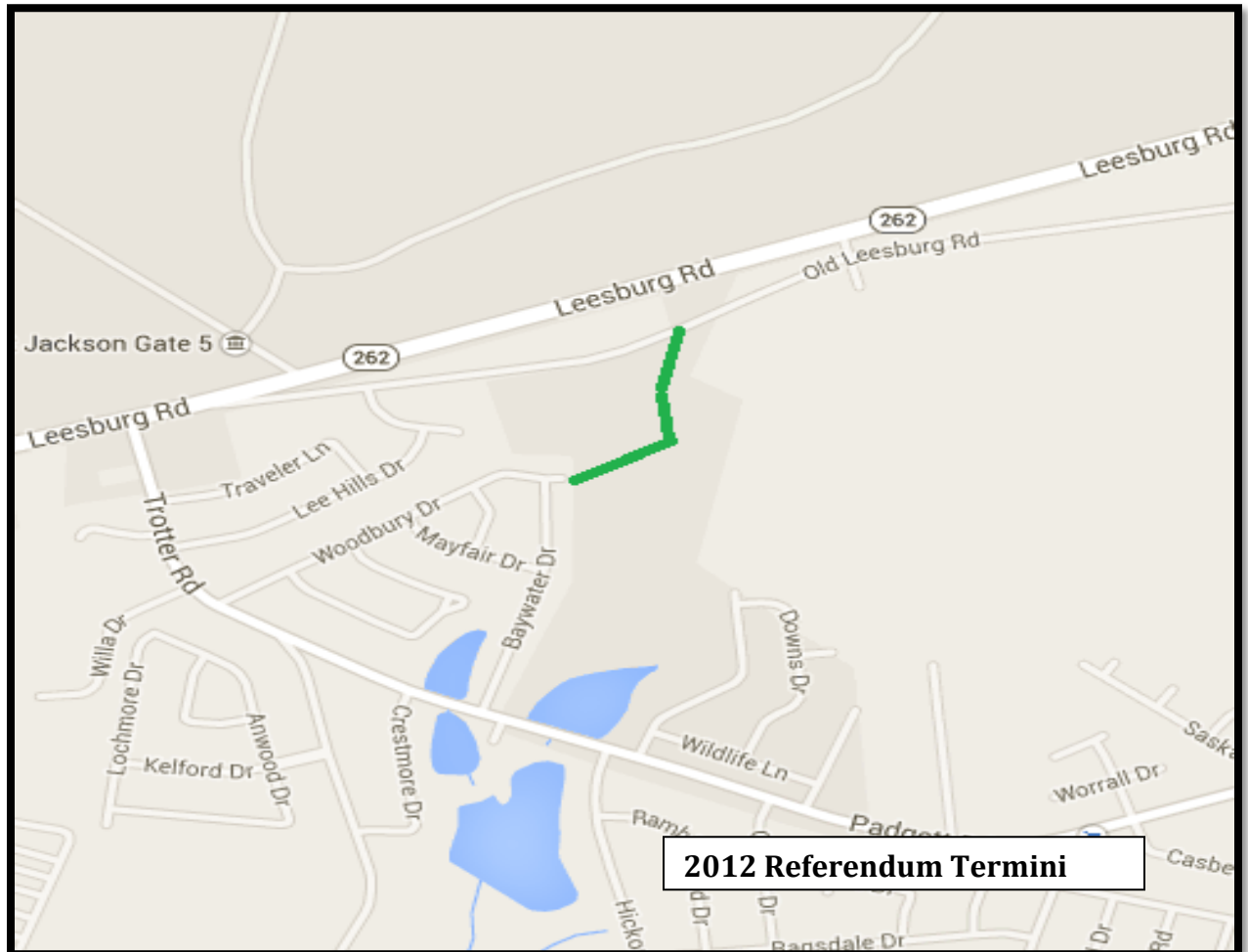
Length: 2,000 feet

Description: Trail beginning at Broad River Road along Dutchman Blvd. to a point along Lake Murray Blvd.

Beginning Location: End of Dutchman Blvd.

Ending Location: Lake Murray Blvd. between Parkridge Dr. and Kinley Rd.

Woodbury/Old Leesburg Connector



Project Name: Woodbury/ Old Leesburg Connector

Council District: 11

Length: 1,000 feet

Description: Trail beginning at the end of Woodbury Dr., northeast towards Old Leesburg Rd., and west of Lester Farm Rd.

Beginning Location: Woodbury Dr.

End Location: Old Leesburg Rd East of Lee Hills Dr.

Columbia Mall Greenway



Project Name: Columbia Mall Greenway

District: 3, 8

Length: 1.2 Miles

Description: Trail beginning on Trenholm Rd, near Dent Middle School, behind Dent Middle School crossing Decker Blvd.

Beginning Location: Trenholm Rd. North of Oneil Ct.

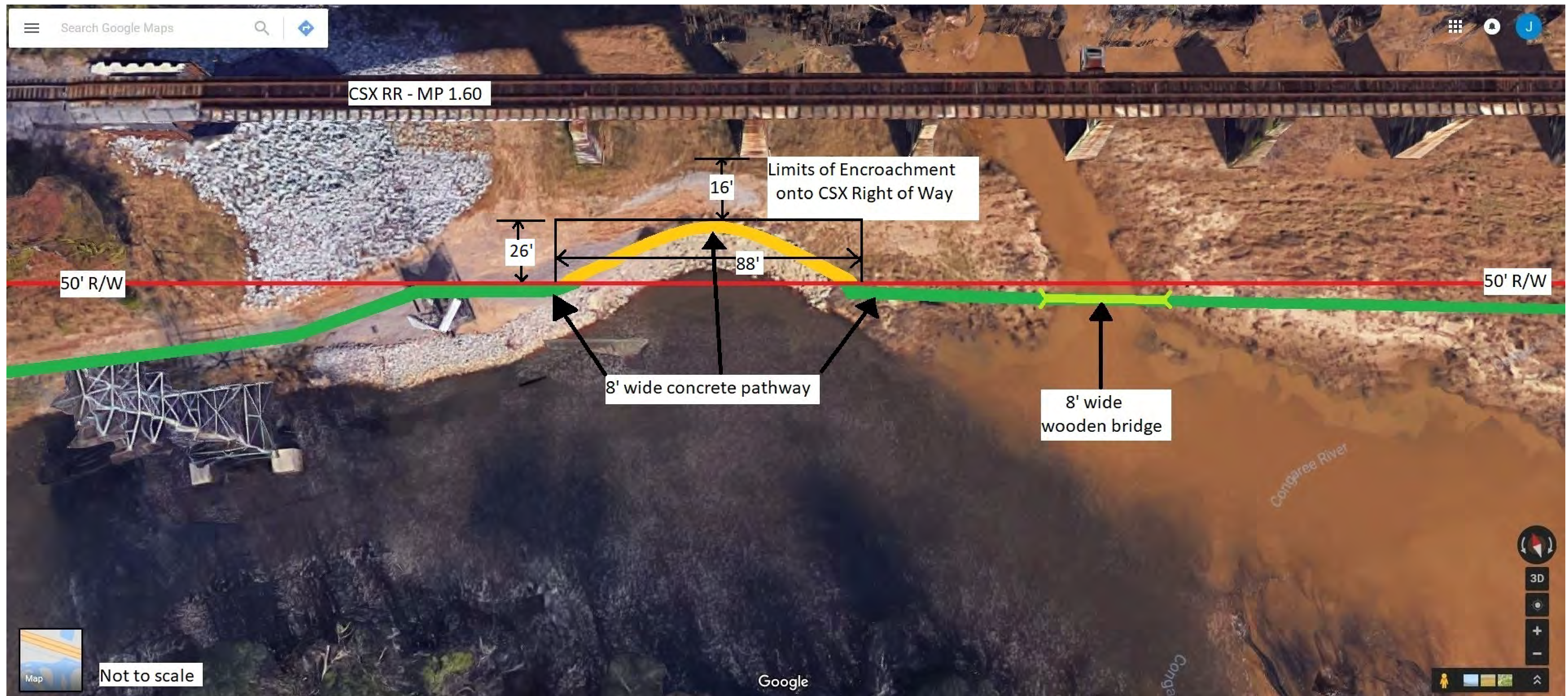
End Location: Trenholm Rd. South of Dent Middle School.



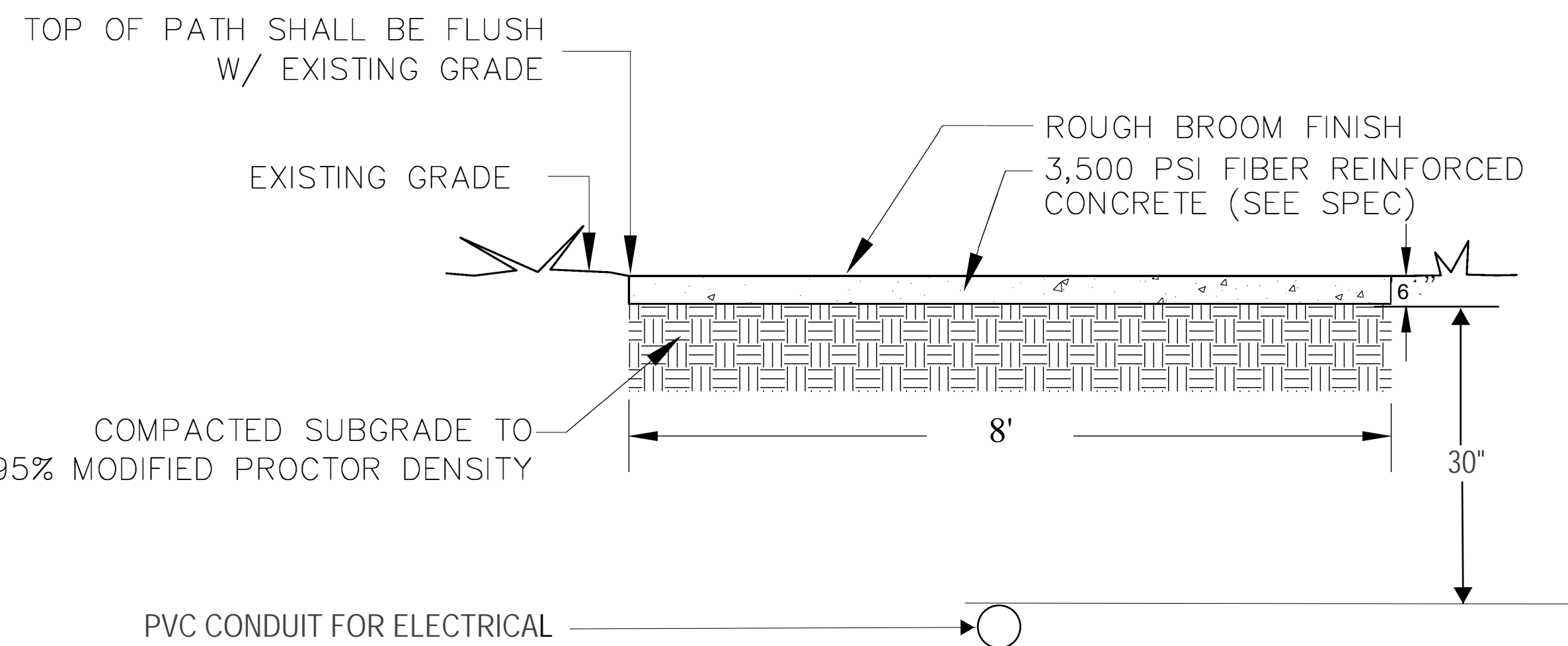
Three Rivers Greenway CSX Railroad Permit Summary

During the October 2015 flood event, the Saluda River migrated toward the CSX railroad and eroded the existing land where approximately 100' of the greenway was to be constructed outside the CSX right of way. The PDT has recently coordinated a permit from CSX allowing the greenway to be constructed on their property so as to avoid 1) constructing a bridge (cost of \$500,000) over the river in this area or 2) placing fill in the Saluda River which would require a Corps of Engineers permit and take likely a year to obtain. However, in the last couple of weeks, CSX has stated they will no longer issue the permit for construction of only the greenway itself, but will require that the County enter into a Preliminary Engineering Agreement to coordinate this issue and likely require the construction of an enclosed structure covering the greenway where it is located on CSX property.





Not to scale



1 TYPICAL 8' CONCRETE PATH - SECTION
DT-5 NOT TO SCALE

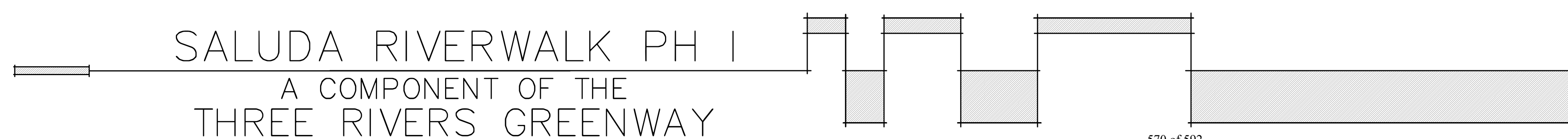
NOTES:

- * THE CONTRACTOR SHALL ASSURE POSITIVE DRAINAGE ACROSS THE WALK.
- * CROSS SLOPE OF WALK SHALL NOT EXCEED 2%.
- * ALL AREAS DISTURBED DURING CONSTRUCTION AND NOT COVERED BY THE WALK SHALL BE PLACED IN CENTIPEDE HYDROSEED OR NATURAL MULCH ACCORDING TO ADJACENT TREATMENT AT NO ADDITIONAL COST TO THE OWNER.
- * CLEARING LIMITS FOR PATH SHALL NOT EXCEED 10' IN WIDTH.
- * TOP OF PATH SHALL BE FLUSH W/ EXISTING GRADE.
- * EXISTING VEGETATION OUTSIDE OF CLEARING LIMITS SHALL NOT BE DISTURBED.

CSX RR Information

Location: Columbia, SC - Between crossings 843290N and 843289U

A concrete walkway is being constructed on Riverbanks Zoo / SCE&G property. During construction, a large washed out area was discovered that prevents direct connection of the trail outside of the CSX right of way line. The washed out area extends from the Saluda River to a point 24' from the existing trestle piers. This request is for permission to construct 6" thick by 8' wide concrete sidewalk around the washed out area. The length of encroachment is approximately 88', and the edge of the concrete walkway will be 16' from the closest trestle pier.



ROADWAY PROJECTS

| | Project | Category | Budget Transfer | Notes: | |
|-----------|---------------------------------|--------------|-------------------|---|--|
| WIDENINGS | Broad River Rd Widening | Widening | \$ (1,192,214.60) | Costs anticipated in FY20 and included in FY20 Budget | |
| | Blythewood Rd Area Improvements | Widening | \$ 775,000.00 | | |
| | Blythewood Rd Widening | Widening | \$ 417,214.60 | | |
| | | Total | | \$ 0.00 | |
| | Atlas Rd Widening | Widening | \$ (3,555,506.02) | Costs anticipated in FY20 and included in FY20 Budget | |
| | Shop Rd Widening | Widening | \$ (3,248,572.02) | | |
| | Hardscrabble Rd Widening | Widening | \$ 88,800.00 | | |
| | Lower Richland Blvd Widening | Widening | \$ 189,007.16 | | |
| | North Main Street Widening | Widening | \$ 6,418,030.08 | | |
| | Polo Rd Widening | Widening | \$ 108,240.80 | | |
| | Total | | \$ 0.00 | | |

| | Project | Category | Budget Transfer | Notes: |
|---------------------|-----------------------------------|---------------------|--------------------|---|
| PROGRAM AND SPECIAL | Dirt Road Paving Program | Dirt Road Program | \$ (10,041,292.92) | Costs anticipated in FY20 and included in FY20 Budget |
| | Shop Road Extension | Special | \$ 4,419,797.18 | |
| | Innovista Transportation Projects | Special | \$ 1,214,459.78 | |
| | Neighborhood Improvements Program | Special | \$ 3,192,825.58 | |
| | Riverbanks Zoo | Special | \$ 10,000.00 | |
| | Local Road Resurfacing Program | Resurfacing Program | \$ 1,204,210.38 | |
| | | Total | | |

| | Project | Category | Budget Transfer | Notes: |
|---------------------------|--|---------------|-------------------|---|
| INTERSECTION IMPROVEMENTS | Clemson Rd. and Sparkleberry Ln. | Intersections | \$ (1,920,154.44) | Costs anticipated in FY20 and included in FY20 Budget |
| | Broad River Rd. and Rushmore Rd. | Intersections | \$ 85,000.00 | |
| | Bull St. and Elmwood Ave. | Intersections | \$ 274,828.96 | |
| | Clemson Rd. and Rhame Rd./North Springs Rd. | Intersections | \$ 275,000.00 | |
| | Farrow Rd. and Pisgah Church Rd. | Intersections | \$ 3,755.33 | |
| | Garners Ferry Rd. and Harmon Rd. | Intersections | \$ 325,838.15 | |
| | Kennerly Rd. and Coogler Rd./Steeple Ridge Rd. | Intersections | \$ 250,000.00 | |
| | North Springs Rd. and Harrington Rd. | Intersections | \$ 113,030.56 | |
| | North Springs Rd. and Risdon Way | Intersections | \$ 150,000.00 | |
| | Screaming Eagle Rd. and Percival Rd. | Intersections | \$ 362,701.44 | |
| | Summit Pkwy and Summit Ridge Rd. | Intersections | \$ 80,000.00 | |
| | Total | | \$ 0.00 | |

* Budgets will only be transferred as needed through the remainder of the FY19 year

BIKE / PEDESTRIAN / GREENWAY PROJECTS

| | Project | Category | Budget Transfer | Notes: |
|---------------------------------------|---|-----------------------|-----------------|---|
| BIKE / PEDESTRIAN / GREENWAY PROJECTS | Percival Road Sidewalk | Sidewalk | \$ (661,210.58) | Costs anticipated in FY20 and included in FY20 Budget |
| | Broad River Rd Greystone Blvd | Bikeway | \$ (197,042.56) | |
| | Two Notch Rd Beltline Blvd Par | Bikeway | \$ (197,042.56) | |
| | Hampton St Pickens St Harden S | Bikeway | \$ (197,042.56) | |
| | Pendleton St Lincoln St Marion | Bikeway | \$ (197,042.56) | |
| | Pickens St/Washington St/Wayne | Bikeway | \$ (197,042.56) | |
| | Sumter St Washington St Senate | Bikeway | \$ (197,042.56) | |
| | Beltline Blvd Forest Dr Valley | Bikeway | \$ (197,042.56) | |
| | Beltline Blvd/Colonial Dr/Farr | Bikeway | \$ (197,042.56) | |
| | Lincoln St Blossom St Lady St | Bikeway | \$ (197,042.56) | |
| | Wheat St Harden St King St | Bikeway | \$ (197,042.56) | |
| | Beltline Blvd Rosewood Dr Devi | Bikeway | \$ (197,042.56) | |
| | Broad River Rd Bush River Rd G | Bikeway | \$ (197,042.56) | |
| | Calhoun St Wayne St Harden St | Bikeway | \$ (197,042.56) | |
| | Fort Jackson Blvd Bikeways | Bikeway | \$ (148,130.34) | |
| | Garners Ferry Rd Rosewood Dr T | Bikeway | \$ (197,042.56) | |
| | Rosewood Dr Bluff Rd Garners F | Bikeway | \$ (197,042.56) | |
| | Leesburg Rd Garners Ferry Rd S | Bikeway | \$ (197,042.56) | |
| | Huger St Blossom St Gervais St | Bikeway | \$ (197,042.56) | |
| | Blossom St Assembly St Sumter | Bikeway | \$ (197,042.56) | |
| | Bull St Elmwood Ave Victoria S | Bikeway | \$ (197,042.56) | |
| | Columbiana Dr Lake Murray Blvd | Bikeway | \$ (197,042.56) | |
| | Clemson Rd Longtown Rd Brook H | Bikeway | \$ (197,042.56) | |
| | Clemson Rd Brook Hollow Dr Sum | Bikeway | \$ (197,042.56) | |
| | Pickens St Washington St Rosew | Bikeway | \$ (197,042.56) | |
| | College St Lincoln St Sumter S | Bikeway | \$ (197,042.56) | |
| | Whaley St Lincoln St Pickens S | Bikeway | \$ (197,042.56) | |
| | Intersection Upgrades Package | Intersection Upgrades | \$ 1,200,375.16 | |
| | Crane Creek Section A | Greenway | \$ 200,000.00 | |
| | Three Rivers Greenway Extension Ph. 1 | Greenway | \$ 1,349,558.36 | |
| | Lincoln Tunnel Greenway | Greenway | \$ 25,000.00 | |
| | Dutchman Boulevard Connector | Greenway | \$ 30,000.00 | |
| | Columbia Mall Greenway | Greenway | \$ 30,000.00 | |
| | Polo Road/ Windsor Lake Boulevard Connector | Greenway | \$ 100,000.00 | |
| | Woodbury / Old Leesburg Connector | Greenway | \$ 30,000.00 | |
| | Alpine Road Sidewalk | Sidewalk | \$ 13,726.77 | |
| | Sidewalk Package S7 Superior St | Sidewalk | \$ 67,913.94 | |
| | Clemson Road Sidewalk | Sidewalk | \$ 493,000.00 | |
| | Sidewalk Package S7 Bratton St | Sidewalk | \$ 72,913.94 | |
| | Sidewalk Package S3 Franklin St | Sidewalk | \$ 17,500.00 | |
| | Sidewalk Package S7 Grand St | Sidewalk | \$ 79,913.94 | |
| | Sidewalk Package S3 Jeffereson St | Sidewalk | \$ 17,500.00 | |
| | Sidewalk Package S6 Magnolia St | Sidewalk | \$ 386,596.68 | |
| | Sidewalk Package S2 Maple St | Sidewalk | \$ 7,500.00 | |
| | Sidewalk Package S2 Mildred Ave | Sidewalk | \$ 7,500.00 | |
| | Capers Avenue Sidewalk | Sidewalk | \$ 15,000.00 | |
| Sidewalk Package S6 School House Rd | Sidewalk | \$ 386,596.68 | | |
| Sidewalk Package S5 Senate St | Sidewalk | \$ 15,000.00 | | |
| Sidewalk Package S8 Tryon St | Sidewalk | \$ 207,913.94 | | |
| Sidewalk Package S1 Wildwood Ave | Sidewalk | \$ 7,500.00 | | |
| Sidewalk Package S4 Wiley St | Sidewalk | \$ 15,000.00 | | |
| Sidewalk Package S1 Windover St | Sidewalk | \$ 7,500.00 | | |
| Harrison Road Sidewalk | Sidewalk | \$ 53,740.98 | | |
| Sidewalk Package S9 Koon/Farmview | Sidewalk | \$ 420,000.00 | | |
| Sidewalk Package S8 Pelham | Sidewalk | \$ 212,914.24 | | |
| Sunset Sidewalk | Sidewalk | \$ 265,240.28 | | |
| | Total | \$ 0.00 | | |

* Budgets will only be transferred as needed through the remainder of the FY19 year

AGREEMENT FOR PURCHASE AND SALE OF STREAM
AND/OR WETLAND MITIGATION CREDITS

THIS AGREEMENT FOR PURCHASE AND SALE OF STREAM AND/OR WETLAND CREDITS (this "Agreement") is dated this 11th day of March, 2019 by and between MILL CREEK MITIGATION HOLDINGS LLC, a Delaware limited liability company, and the owner and operator of a stream and wetland mitigation bank commonly known as the Mill Creek Mitigation Bank ("Seller"), and Kershaw County, South Carolina (Purchaser").

RECITALS

A. The Mill Creek Mitigation Bank (the "Bank") was approved and is being operated pursuant to that certain Final Mitigation Banking Instrument: Mill Creek Mitigation Bank, dated December 22, 2015, United States Army Corps of Engineers - Charleston District (the "Corps") permit number SAC-2014-00222 (the "MBI");

B. Pursuant to the MBI, the Bank may offer wetland and stream credits for sale as compensation for unavoidable adverse impacts to, or for the loss of, among other things, jurisdictional waters of the United States, including wetlands and streams, and other natural habitats and ecosystems, located within that certain geographical service area more particularly depicted on the attached **Exhibit A** (the "Service Area");

C. Purchaser desires to procure compensatory mitigation in connection with the project known as "Governor's Hill Industrial Park Roadway and Entrance Monuments" pursuant to USACE Charleston District permit SAC-2006-3871-5NC;

D. Purchaser desires to purchase from Seller, and Seller desires to sell to Purchaser, wetland and/or stream mitigation credits pursuant to the terms and conditions set forth herein.

AGREEMENT

In consideration of the foregoing and the mutual promises, covenants, agreements and obligations of the parties contained in this Agreement, the adequacy and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, Seller and Purchaser agree as follows:

1. Recitals. The recitals to this Agreement are herein incorporated by reference and made an integral part hereof.

2. Sale of Credits. Seller hereby sells to Purchaser, and Purchaser hereby purchases from Seller (a) ZERO and 00/100 (0.00) stream mitigation credits (the "Stream Credits") and (b) ONE and 00/100 (1.00) freshwater wetland enhancement/restoration mitigation credit and ZERO and 00/100 (0.00) freshwater wetland preservation mitigation credits (the "Wetland Credits", and together with the Stream Credits, the "Credits") from the Bank based on the terms and conditions contained herein.

Upon execution of this Agreement, Seller shall provide Purchaser with an invoice for the Purchase Price (as defined in Section 3 below) and Purchaser shall remit payment within 14 days of receipt of such invoice. Upon receipt of such payment, Seller will file the documentation with the Corps necessary to transfer the Credits to Purchaser in accordance with Corps policies and procedures and the terms of this Agreement.

3. Purchase Price. The purchase price for the (a) Stream Credits shall be TWO HUNDRED and 00/100 Dollars (\$200.00) for each Stream Credit, for a total purchase price for the Stream Credits of ZERO and 00/100 Dollars (\$0.00); and (b) Wetland Credits shall be TWENTY THOUSAND and 00/100 Dollars (\$20,000.00) for each Wetland Credit, for a total purchase price for the Wetland Credits of TWENTY THOUSAND and 00/100 (\$20,000.00), for a grand total purchase price for the Stream Credits and the Wetland Credits of TWENTY THOUSAND and 00/100 Dollars (\$20,000.00) (the "Purchase Price"). Upon payment of the Purchase Price in full, neither Purchaser, nor its successors, assignees or designees shall be liable for the payment to Seller of any other consideration or fee in connection with the sale of the Credits.

4. Delivery of Credits. Upon receipt of the Purchase Price, Seller shall:

- (a) notify the Corps of the completion of the sale using such documentation as required by the Corps, with a copy delivered to Purchaser; and
- (b) deliver to Purchaser a bill of sale for the Credits in substantially the same form as Exhibit B attached hereto.

5. Representations, Warranties and Covenants. Seller hereby warrants and represents to, and covenants with, Purchaser as follows:

- (c) Seller expressly represents, warrants, and covenants the matters set forth as Recitals A and B.

- (d) Seller has a sufficient number of credits in the Bank to consummate the transactions contemplated herein.

(e) Seller has full power and authority to convey the Credits to Purchaser and to consummate the transactions contemplated herein.

(f) Seller shall deliver the Credits to Purchaser free and clear of any liens, security interests or other encumbrances.

(g) There is no pending or threatened action or proceeding affecting Seller before any court, governmental agency, or arbitrator that would adversely affect Seller's ability to comply with its obligations hereunder.

(h) Seller hereby covenants and agrees with Purchaser that Seller shall not sell any number of credits in the Bank that would prevent the consummation of the transactions contemplated herein.

(i) Seller shall be solely responsible, at its sole cost and expense, for compliance with the requirements of this Agreement and with all statutes, regulations, and other requirements applicable to the operation, management, and maintenance of the Bank.

(j) That the execution and delivery of this Agreement on behalf of Seller has been duly authorized and such execution and delivery shall constitute the valid and binding agreement of Seller and is enforceable in accordance with its terms.

(k) All of Seller's representations, warranties, and covenants herein shall survive the termination of this Agreement and the delivery of the bill or bills of sale pursuant to this Agreement.

6. Miscellaneous

(a) Notices. Any notice, demand or request which is required or permitted hereunder shall be deemed effective when hand delivered, sent by a receipted overnight delivery service, or mailed, via certified mail, to the following addresses:

Seller: Mill Creek Mitigation Holdings LLC
3414 Peachtree Road NE, STE 990
Atlanta, Georgia 30326

With a copy to:

The Lyme Timber Company LP
General Counsel
23 South Main Street, 3rd Floor
Hanover, NH 03755

Purchaser: Kershaw County
Attention: Victor Carpenter
515 Walnut Street
Camden, SC 29020

With a copy to:

Ken Dubose
Peggy McLean
Peter Furlong

The parties may change the address for notices by delivery of a change of address to the other party in accordance with the requirements set forth above.

(b) **Brokerage Commission.** Seller and Purchaser each warrant to the other that no broker, agent, salesman or similar person is entitled to a commission or other fee in connection with this transaction. In the event any claims arise for commissions, fees, or other compensation in connection with this transaction, the party causing such claims or through whom such claims are made shall indemnify, defend, and hold harmless the other party for any loss or damage incurred by such party because of such claim. The foregoing indemnification shall survive the cancellation, termination or consummation of this Agreement.

(c) **Entire Agreement; Modification.** This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and neither Party shall be bound by representations except as set forth in this Agreement. There are no other agreements or understandings, written or oral, between the parties with regard to the subject matter of this Agreement. This Agreement shall not be modified or amended except by a written document executed by both parties.

(d) **Governing Law.** The validity, interpretation, and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of South Carolina, with the proper venue being Richland County, except to the extent that any applicable federal law or regulation shall supersede South Carolina law in relation to the matters set forth in this Agreement.

(e) **Compliance with Applicable Laws.** Both parties shall comply with all applicable federal, state, and local laws, rules, regulations, and orders in the conduct of their obligations hereunder.

(f) **Severability.** The provisions of this Agreement shall be deemed severable

and, if any term herein shall be held invalid, illegal, or unenforceable, the remainder of this Agreement shall continue to be effective and binding on the parties.

(g) **Additional Assurances.** Both of the parties agree to execute and deliver any other document or documents that may be requested from time to time by the other party necessary to perform such party's obligations under this Agreement.

(h) **Attorney's Fees.** If legal action is commenced by either party to enforce its rights under this Agreement, the substantially prevailing party in such action shall be entitled to recover reasonable costs incurred by it, including, but not limited to, reasonable attorneys' fees and costs, in addition to any other relief granted.

(i) **Nature of Credits.** The sale and conveyance of the Credits pursuant to this Agreement shall not constitute the conveyance or transfer of any right, interest, or ownership of real property or the Bank, nor shall such conveyance impose upon Purchaser any obligation, duty, or liability arising from or incident to ownership of an interest in real property.

(k) **Assignability.** Neither party hereto may assign its rights and obligations hereunder to any third party entity without the prior written consent of the other, which may be withheld in the other party's sole discretion.

(l) **Counterparts.** This Agreement may be executed in counterparts, each of which shall constitute an original, and all of which shall together constitute one and the same Agreement. Signed signature pages may be transmitted by facsimile or email and any such signature or electronic signature shall have the same legal effect as an original.

(m) **Confidentiality.** Purchaser and Seller agree to maintain, in strictest confidence, the terms of this Agreement and any and all communications between the parties. This Section shall not apply to any information which: (i) was known to receiving party prior to it being disclosed to such party hereunder and can be so demonstrated by written documentation; (ii) was in the public domain by publication when received by receiving party or later came into the public domain by publication through no fault of receiving party; (iii) was disclosed to receiving party, free of confidentiality obligations, by a third party who (to the knowledge of receiving party) is not under obligations of secrecy concerning the information and/or materials; or (iv) was independently developed by receiving party without reference to the information. In the event legal process requires or requests disclosure by receiving party, its agents, representatives and/or employees of any of the information, if legally permissible to do so, receiving party shall give prompt notice of such process immediately to the other party so

that the other party may either seek an appropriate protective order and/or waive compliance by receiving party with the provisions of this Section.

WITNESS the following authorized signatures:

SELLER: MILL CREEK MITIGATION HOLDINGS LLC

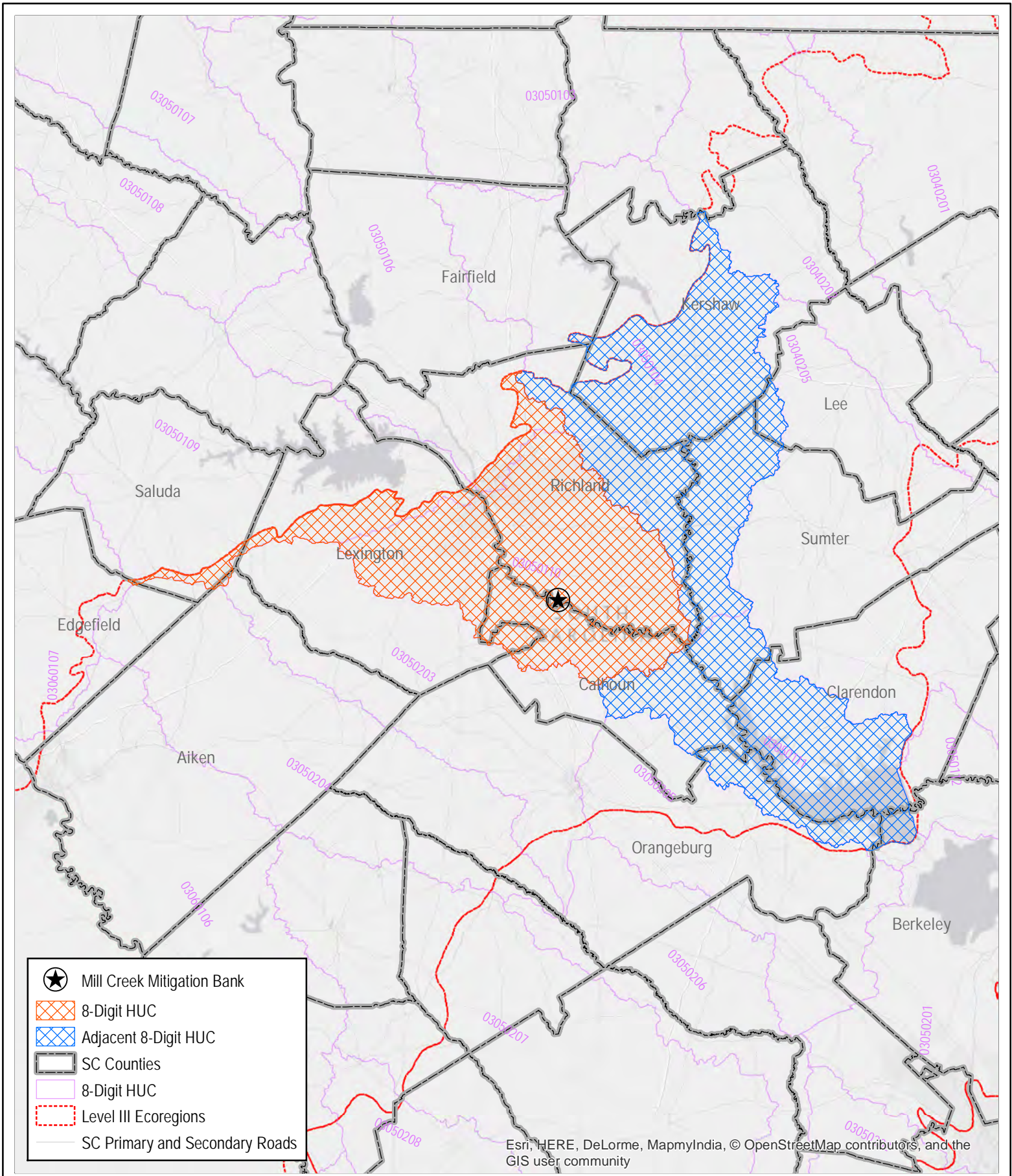
By: _____
Printed:
Its:








PURCHASER: KERSHAW COUNTY

By: Victor Carpenter
Printed: Victor Carpenter
Its: Administrator

EXHIBIT A

[Attach map of Service Area]



-  Mill Creek Mitigation Bank
-  8-Digit HUC
-  Adjacent 8-Digit HUC
-  SC Counties
-  8-Digit HUC
-  Level III Ecoregions
-  SC Primary and Secondary Roads

Esri, HERE, DeLorme, MapmyIndia, © OpenStreetMap contributors, and the GIS user community

TIDEWATER
 A **JMT** Division
 952 Houston Northcutt Blvd., Suite 100
 Mount Pleasant, SC 29464
 Ph: (843) 556-2624 Fx: (843) 556-4329
 www.JMT.com

Figure 16: Service Area Map
 Mill Creek Mitigation Bank
 Richland County, South Carolina
 Source: ESRI, USGS, EPA
 Date: July 2016

1 inch = 15 miles

0 7.5 15 30 Miles




EXHIBIT B

BILL OF SALE

THIS BILL OF SALE is made as of the _____ day of _____, 2016, by MILL CREEK MITIGATION HOLDINGS LLC, a Delaware limited liability company ("Seller"), and _____, a _____ ("Purchaser").

Seller and Purchaser have entered into that certain Agreement for Purchase and Sale of Stream and Wetland Mitigation Credits dated _____, 2016 (the "Agreement"), the terms of which are incorporated herein by reference and made a part hereof, with respect to the sale by Seller and the purchase by Purchaser of Stream Credits and Wetland Credits (each as defined in the Agreement) held in Seller's Mill Creek Mitigation Bank, Richland County, South Carolina.

In consideration of the Purchase Price (as defined in the Agreement) and other good and valuable consideration, the receipt and sufficiency of which are mutually acknowledged, Seller hereby sells, transfers, assigns, conveys, delivers, and sets over to Purchaser, its successors, or assigns, _____ and _____/100 Stream Credits and _____ and _____/100 Wetland Credits, to have and hold all such Stream Credits and Wetland Credits, forever. Witness the following authorized signature:

Mill Creek Mitigation Holdings LLC

By: _____

Printed:

Its:

MITIGATION CREDIT SALES AGREEMENT SUMMARY

| | |
|------------------------------------|---|
| <u>Project:</u> | Governor's Hill Industrial Park Roadway and Entrance Monuments |
| <u>Location:</u> | Intersection of Mt. Olivet Rd (State Rd S-28-189) and Dr Humphries Rd (State Rd S-28-329) near Exit 101 on I-20 |
| <u>Buyer:</u> | Kershaw County |
| <u>Buyer's USACE 404 Permit #:</u> | SAC-2006-3871-5NC |
| <u>Price Per Wetland Credit:</u> | \$20,000 |
| <u>Price Per Stream Credit:</u> | \$200 |
| | |
| <u>Wetland Credits:</u> | 1.00 (1.00 restoration/enhancement; 0.00 preservation) |
| <u>Stream Credits:</u> | 0.00 |
| <u>Credit Gross Proceeds:</u> | \$20,000.00 |
| <u>Richland County Share:</u> | \$18,400.00 (92% of \$20,000.00) |
| <u>MCMH Share:</u> | \$1,600.00 (8% of \$20,000.00) |
| | |

Document Path: O:\60551624_KC Gov Hill Entrance & Road\900-Work\920-CIS_Surveying\Maps\20181023\GovernorsHill_LocationMap.mxd







Source:



Date: 10/24/2018

Legend

-  Project Location
-  Project Boundary
-  Parcel Boundary

 1 inch = 1,600 feet

0 875 1,750 3,500 Feet

NAD_1983_StatePlane_South_Carolina_FIPS_3900

Governors Hill Industrial Park
Location Map

Camden, Kershaw County
South Carolina

District: All
 Type: All
 Status: All

Program Status Report



| No. | Project Name | Project Limits | | District(s) | * Status |
|---------------------|--|---------------------|-----------------------|----------------|-----------------------|
| | | From | To | | |
| Widening | | | | | |
| 271 | Atlas Rd Widening (Q2 2019 Construction) | Bluff Rd | Garners Ferry Rd | 10, 11 | Right-of-Way Phase |
| 425 | Bluff Rd Widening Phase 1 | Rosewood | George Rogers | 10 | Construction Complete |
| 272 | Bluff Road Phase 2 Improvements | National Guard | South Beltline Blvd | 10 | Design Phase |
| 273 | Blythewood Rd Widening (Q4 2019 Construction) | Syrup Mill Rd | I-77 | 02 | Right-of-Way Phase |
| 274 | Blythewood Road Area Improvements | Fulmer Road | Main Street | 02 | Design Phase |
| 275 | Broad River Rd Widening | Royal Tower Rd | Dutch Fork Rd | 01 | Design Phase |
| 276 | Clemson Rd Widening | Old Clemson Rd | Chimneyridge Drive | 09, 10 | Construction Phase |
| 277 | Hardscrabble Rd Widening | Farrow Road | Kelly Mill Road | 02, 07, 08, 09 | Construction Phase |
| 278 | Leesburg Road Widening (Q4 2019 Construction) | Fairmont Rd | Lower Richland Blvd | 10, 11 | Right-of-Way Phase |
| 279 | Lower Richland Blvd Widening | Rabbit Run Rd | Garners Ferry Rd | 11 | Design Phase |
| 280 | North Main Street (Phases IA2 & III; II & IV) Widening | Anthony Avenue | Fuller Avenue | 04 | Construction Phase |
| 281 | Pineview Rd Improvements | Bluff Rd | Garners Ferry Rd | 10, 11 | Design Phase |
| 282 | Polo Rd Widening | Mallet Hill Rd | Two Notch Rd | 08, 09, 10 | Design Phase |
| 283 | Shop Rd Widening | George Rogers Blvd | South Beltline Blvd | 10 | Design Phase |
| 284 | Spears Creek Church Rd Widening | Two Notch Rd | Percival Rd | 09, 10 | Not Started |
| Intersection | | | | | |
| 292 | Broad River Rd. and Rushmore Rd. Intersection | Broad River Rd. | Rushmore Rd. | 02 | Construction Complete |
| 293 | Bull St. and Elmwood Ave. Intersection | Bull St. | Elmwood Ave. | 04 | Right-of-Way Phase |
| 294 | Clemson Rd. and Rhame Rd./North Springs Rd. | Clemson Rd. | Rhame Rd./North | 08, 09 | Construction Complete |
| 295 | Clemson Rd. and Sparkleberry Ln. (to Mallet Hill Rd.) | Clemson Rd. | Sparkleberry Ln. | 09, 10 | Right-of-Way Phase |
| 296 | Farrow Rd. and Pisgah Church Rd. Intersection | Farrow Rd. | Pisgah Church Rd. | 07 | Construction Complete |
| 297 | Garners Ferry Rd. and Harmon Rd. Intersection | Garners Ferry Rd. | Harmon Rd. | 11 | Right-of-Way Phase |
| 298 | Hardscrabble Rd. and Kelly Mill Rd./Rimer Pond Rd. | Hardscrabble Rd. | Kelly Mill Rd./Rimer | 02, 09 | Construction Phase |
| 299 | Kennerly Rd. and Coogler Rd./Steeple Ridge Rd. | Kennerly Rd. | Coogler/Steeple Ridge | 01 | Construction Complete |
| 300 | North Main St. and Monticello Rd. Intersection | North Main St. | Monticello Rd. | 04 | Construction Phase |
| 301 | North Springs Rd. and Harrington Rd. Intersection | North Springs Rd. | Harrington Rd. | 08, 09 | Procurement Phase |
| 302 | North Springs Rd. and Risdon Way Intersection | North Springs Rd. | Risdon Way | 08, 09 | Construction Complete |
| 303 | Screaming Eagle Rd. and Percival Rd. Intersection | Screaming Eagle Rd. | Percival Rd. | 09, 10 | Right-of-Way Phase |
| 304 | Summit Pkwy and Summit Ridge Dr Intersection | Summit Pkwy | Summit Ridge Dr | 08, 09 | Construction Complete |
| 305 | Wilson Blvd. and Killian Rd. Intersection | Wilson Blvd. | Killian Rd. | 07 | Construction Complete |
| 306 | Wilson Blvd. and Pisgah Church Rd. Intersection | Wilson Blvd. | Pisgah Church Rd. | 07 | Construction Complete |

* Planning Phase = initial studies prior to design; Design Phase = design from 0-70%; Right-of-Way Phase = design 70-100% and land acquisition; Procurement Phase = advertise and take bids; Construction Phase = project under construction; Construction Complete = project finished.

| No. | Project Name | Project Limits | | District(s) | * Status |
|---------------------------------|--|---|------------------------|-------------|------------------------------|
| | | From | To | | |
| Special | | | | | |
| 285 | Commerce Drive Improvements Special | Royster Street | Jim Hamilton Boulevard | 05, 10 | Not Started |
| 287 | Kelly Mill Rd. | Hardscrabble Rd. | EJW Road | 02, 09 | Not Started |
| 289 | Riverbanks Zoo Pedestrian Bridge | | | 05 | Construction Complete |
| 290 | Shop Road Extension Phase 1 | Pineview Road | Longwood Road | 10 | Construction Phase |
| 324 | Shop Road Extension Phase 2 | Longwood Road | Garners Ferry Road | 10, 11 | Design Phase |
| Innovista | | | | | |
| 319 | Innovista 1 - Greene Street Phase 1 | Gadsden Street | Assembly Street | 05 | Construction Complete |
| 321 | Innovista - Greene Street Ph 2 (Q2 2019 Construction) | Huger Street | Gadsden Street | 05 | Right-of-Way Phase |
| 322 | Innovista 3 - Williams Street | | | 05 | Not Started |
| Neighborhood Improvement | | | | | |
| 330 | Broad River Corridor Neighborhood Improvements | | | 02, 04, 05 | Design Phase |
| 328 | Crane Creek Neighborhood Improvements | | | 04, 07 | Design Phase |
| 326 | Decker Blvd/Woodfield Park Neighborhood | | | 08 | Design Phase |
| 325 | Broad River Neighborhood Improvements | | | 04 | Construction Phase |
| 327 | Candlewood Neighborhood Improvements | | | 08 | Construction Phase |
| 318 | Southeast Richland Neighborhood Improvements (Q1 2019 Construction) | | | 11 | Procurement Phase |
| 329 | Trenholm Acres / Newcastle Neighborhood | | | 03 | Design Phase |
| Dirt Road | | | | | |
| | 42 Roads | <p style="text-align: center;">\$3M in Procurement (Q1 2019 Construction Start)</p> <p style="text-align: center;">*\$20M / \$45M Dirt Road Funds under Contract or Complete</p> | | | Planning Phase |
| | 36 Roads | | | | Design Phase |
| | 66 Roads | | | | Right-of-Way Phase |
| | 13 Roads | | | | Procurement Phase |
| | 9 Roads | | | | Construction Phase |
| | 48 Roads | | | | Construction Complete |
| | 55 Roads | | | | Indefinitely Delayed |
| Resurfacing | | | | | |
| | 100 Roads, 29 miles | <p style="text-align: center;">\$7M in Procurement (Q1 2019 Construction Start)</p> <p style="text-align: center;">* \$29M / \$41.4M Resurfacing Funds under Contract or Complete</p> | | | Procurement Phase |
| | 102 Roads, 15.5 miles | | | | Construction Phase |
| | 292 Roads, 60 miles | | | | Construction Complete |

* Planning Phase = initial studies prior to design; Design Phase = design from 0-70%; Right-of-Way Phase = design 70-100% and land acquisition; Procurement Phase = advertise and take bids; Construction Phase = project under construction; Construction Complete = project finished.

| No. | Project Name | Project Limits | | District(s) | * Status |
|---|---|------------------------|----------------------|-------------|-----------------------|
| | | From | To | | |
| Pedestrian Intersection Improvements | | | | | |
| 101 | Assembly St and Calhoun St Intersection | | | 04 | Construction Phase |
| 102 | Assembly St and Gervais St Intersection | | | 04, 05 | Construction Phase |
| 103 | Assembly St and Laurel St Intersection | | | 04 | Construction Phase |
| 104 | Assembly St and Washington St Intersection | | | 04, 05 | Construction Phase |
| 105 | Blossom St and Saluda Ave Intersection | | | 05 | Construction Phase |
| 106 | Broad River Rd and Bush River Rd Intersection | | | 04, 05 | Construction Complete |
| 107 | Devine St and Harden St/Santee Ave Intersection | | | 05 | Construction Complete |
| 108 | Elmwood Ave and Bull St Intersection | | | 04 | Construction Complete |
| 109 | Elmwood Ave and Park St Intersection | | | 04 | Construction Phase |
| 110 | Harden St and Gervais St Intersection | | | 04, 05 | Construction Complete |
| 111 | Huger St and Blossom St Intersection | | | 05 | Construction Complete |
| 112 | Huger St and Gervais St Intersection | | | 05 | Construction Complete |
| 113 | Huger St and Greene St Intersection | | | 05 | Construction Complete |
| 114 | Huger St and Lady St Intersection | | | 05 | Construction Complete |
| 115 | Main St and Blanding St Intersection | | | 04 | Design Phase |
| 116 | Main St and Calhoun St Intersection | | | 04 | Construction Phase |
| 117 | Main St and Elmwood Ave Intersection | | | 04 | Construction Complete |
| 118 | Main St and Laurel St Intersection | | | 04 | Design Phase |
| 119 | Rosewood Dr and Beltline Blvd Intersection | | | 05, 06 | Construction Phase |
| 120 | Rosewood Dr and Harden St Intersection | | | 05 | Construction Phase |
| 121 | Rosewood Dr and Holly St Intersection | | | 05 | Construction Phase |
| 122 | Rosewood Dr and Kilbourne Rd Intersection | | | 05, 06 | Construction Complete |
| 123 | Rosewood Dr and Marion St Intersection | | | 05, 10 | Construction Phase |
| 124 | Rosewood Dr and Ott Rd Intersection | | | 05 | Construction Phase |
| 125 | Rosewood Dr and Pickens St Intersection | | | 05, 10 | Construction Phase |
| 126 | Two Notch Rd and Alpine Rd Intersection | | | 03, 07 | Construction Complete |
| 127 | Two Notch Rd and Brickyard Rd Intersection | | | 08, 09 | Construction Phase |
| 128 | Two Notch Rd and Decker Blvd/Parklane Rd | | | 03 | Construction Complete |
| 129 | Two Notch Rd and Maingate Dr/Windsor Lake Blvd | | | 03 | Construction Phase |
| 130 | Two Notch Rd and Sparkleberry Ln Intersection | | | 09 | Construction Phase |
| Greenway | | | | | |
| 131 | Columbia Mall Greenway | Trenholm (N of O'Neil) | Trenholm (S of Dent) | 03, 08 | Design Phase |
| 134 | Crane Creek Greenway B | Crane Creek A | Smith Branch | 04 | Design Phase |
| 133 | Crane Creek Greenway Section A | Monticello Road | Broad River | 04 | Design Phase |
| 132 | Crane Creek Greenway Section C (Crane Forest) | Peachwood Dr | Crane Creek | 04, 07 | Design Phase |

* Planning Phase = initial studies prior to design; Design Phase = design from 0-70%; Right-of-Way Phase = design 70-100% and land acquisition; Procurement Phase = advertise and take bids; Construction Phase = project under construction; Construction Complete = project finished.

| No. | Project Name | Project Limits | | District(s) | * Status |
|-----------------|--|------------------------------|----------------------------|---------------|------------------------------|
| | | From | To | | |
| 135 | Dutchman Blvd Connector Greenway | Broad River Rd | Lake Murray Blvd | 02 | Not Started |
| 136 | Gills Creek A Greenway | Ft. Jackson Blvd | Mikell Ave | 06 | Design Phase |
| 137 | Gills Creek B Greenway | Wildcat Creek | Leesburg Road | 06, 10, 11 | Planning Phase |
| 138 | Gills Creek North Greenway C | Trenholm Rd | Lake Katherine | 06 | Planning Phase |
| 139 | Lincoln Tunnel Greenway | Finlay Park/Taylor St | Elmwood Ave Bridge | 04, 05 | Construction Complete |
| 140 | Polo Rd/Windsor Lake Connector Greenway | Polo Road | Windsor Lake Blvd | 08 | Not Started |
| 143 | Smith/Rocky Branch Greenway A | Three Rivers Greenway | Clement Rd | 04 | Design Phase |
| 142 | Smith/Rocky Branch Greenway B | Clement Rd | Colonial Dr | 04 | Design Phase |
| 141 | Smith/Rocky Branch Greenway C | Downtown | Granby Park | 05, 10 | Design Phase |
| 144 | Three Rivers Greenway Extension Ph. 1 | I-26 overpass | Columbia Canal Walk | 05 | Construction Phase |
| 145 | Woodbury/Old Leesburg Connector Greenway | Woodbury Dr | Old Leesburg Rd | 11 | Not Started |
| Sidewalk | | | | | |
| 146 | Alpine Rd Sidewalk | Two Notch Rd | Percival Rd | 03, 08, 10 | Right-of-Way Phase |
| 147 | Assembly St Sidewalk | Whaley St | Beltline Blvd | 05, 10 | Design Phase |
| 148 | Blossom St Sidewalk | Williams St | Huger St | 05 | Construction Complete |
| 149 | Blythewood Rd Sidewalk | I-77 | Main St | 02 | Construction Complete |
| 150 | Bratton St Sidewalk | King St | Fairview | 05 | Construction Complete |
| 151 | Broad River Rd Sidewalk | Greystone Blvd | Broad River Bridge | 04, 05 | Construction Complete |
| 152 | Broad River Rd Sidewalk | Harbison Blvd | Bush River Rd | 02, 04, 05 | Planning Phase |
| 153 | Broad River Rd Sidewalk | I-26 | Harbison Blvd | 02 | Planning Phase |
| 154 | Calhoun St Sidewalk | Gadsden St | Wayne St | 04 | Construction Complete |
| 182 | Capers Ave Sidewalk | S. Ravenel | S. Ott | 05 | Construction Complete |
| 155 | Clemson Rd Sidewalk | Longtown Rd | Two Notch Rd | 07, 08, 09 | Design Phase |
| 156 | Clemson Rd Sidewalk Ph. 1 | Two Notch Rd | Percival Rd | 09, 10 | Procurement Phase |
| 157 | Colonial Dr Sidewalk | Harden St | Academy St | 04 | Construction Complete |
| 158 | Columbiana Dr Sidewalk | Lexington County Line | Lake Murray Blvd | 02 | Construction Complete |
| 159 | Fort Jackson Blvd Sidewalk | Wildcat Rd | I-77 | 06 | Design Phase |
| 160 | Franklin St Sidewalk | Sumter St | Bull St | 04 | Construction Complete |
| 161 | Gervais St Sidewalk | 450' west of Gist St | Gist St | 05 | Construction Complete |
| 162 | Gervais St Sidewalk | Gist St | Huger St | 05 | Construction Complete |
| 163 | Grand St Sidewalk | Shealy St | Hydrick St | 04 | Construction Complete |
| 164 | Harrison Road Sidewalk | Two Notch Rd. | Forest Dr. | 03 | Procurement Phase |
| 165 | Huger St Sidewalk | Blossom St | Gervais St | 05 | Planning Phase |
| 166 | Jefferson St Sidewalk | Sumter St | Bull St | 04 | Construction Complete |
| 167 | Koon Road Sidewalk | Malinda Road | Farmview Street | 03 | Construction Phase |
| 168 | Laurel St Sidewalk | Gadsden St | Pulaski St | 04, 05 | Construction Complete |

* Planning Phase = initial studies prior to design; Design Phase = design from 0-70%; Right-of-Way Phase = design 70-100% and land acquisition; Procurement Phase = advertise and take bids; Construction Phase = project under construction; Construction Complete = project finished.

| No. | Project Name | Project Limits | | District(s) | * Status |
|----------------|--|----------------------------|---------------------------|-------------------|------------------------------|
| | | From | To | | |
| 169 | Leesburg Rd Sidewalk | Garners Ferry Rd | Semmes Rd | 10, 11 | Right-of-Way Phase |
| 170 | Lincoln St Sidewalk | Heyward St | Whaley St | 05 | Construction Complete |
| 171 | Lower Richland Blvd Sidewalk | Rabbit Run Rd | Garners Ferry Rd | 11 | Design Phase |
| 172 | Lyon St Sidewalk | Gervais St | Washington St | 05 | Construction Complete |
| 173 | Magnolia St Sidewalk | Two Notch Rd | Pinehurst Rd | 03 | Construction Complete |
| 174 | Maple St Sidewalk | Kirby St | Gervais St | 06 | Construction Complete |
| 188 | Marion St Sidewalk | Whaley St | Airport Blvd | 05, 10 | Construction Complete |
| 175 | Mildred Ave Sidewalk | Westwood Ave | Duke Ave | 04 | Construction Complete |
| 176 | Park St Sidewalk | Gervais St | Senate St | 05 | Design Phase |
| 177 | Pelham Dr Sidewalk | Gills Creek Parkway | Garners Ferry Road | 06 | Construction Complete |
| 178 | Percival Road Sidewalk | Forest Dr | Northshore Rd | 06, 08, 10 | Right-of-Way Phase |
| 179 | Pinehurst Sidewalk | Harrison Road | Forest Drive | 03 | Construction Complete |
| 180 | Polo Rd Sidewalk | Mallet Hill Rd | Alpine Rd | 08, 09, 10 | Procurement Phase |
| 181 | Prospect Sidewalk | Wilmot Avenue | Yale | 05 | Indefinitely Delayed |
| 183 | School House Rd Sidewalk | Two Notch Rd | Ervin St | 03 | Construction Phase |
| 184 | Senate St Sidewalk | Gladden St | Kings St | 05, 06 | Construction Complete |
| 185 | Shandon St Sidewalk | Rosewood Dr | Heyward St | 05 | Indefinitely Delayed |
| 186 | Shandon St Sidewalk | Wilmot St | Wheat St | 05 | Indefinitely Delayed |
| 187 | Sunset Sidewalk | Elmhurst Road | River Drive | 04 | Design Phase |
| 189 | Tryon St Sidewalk | Catawba St | Heyward St | 05 | Construction Complete |
| 190 | Two Notch Rd Sidewalk | Alpine Rd | Spears Creek Church Rd | 03 | Planning Phase |
| 191 | Veterans Sidewalk | Coachmaker Road | Coatsdale Road | 06, 11 | Construction Complete |
| 192 | Veterans Sidewalk | Garners Ferry Road | Wormwood Drive | 11 | Construction Complete |
| 193 | Wayne St Sidewalk | Calhoun St | Laurel St | 04, 05 | Construction Complete |
| 194 | Wildwood Ave Sidewalk | Monticello Rd | Ridgewood Ave | 04 | Construction Complete |
| 195 | Wiley St Sidewalk | Superior St | Edisto Ave | 10 | Construction Complete |
| 196 | Windover St Sidewalk | Two Notch Rd | Belvedere Dr | 03 | Construction Complete |
| Bikeway | | | | | |
| 197 | Alpine Rd Bike Lanes | Two Notch Rd | Percival Rd | 03, 08, 10 | Right-of-Way Phase |
| 199 | Assembly St Bikeways | Blossom St | Rosewood Dr | 05, 10 | Design Phase |
| 198 | Assembly St Bikeways | Blossom St | Rosewood Dr | 10 | Design Phase |
| 200 | Beltline Blvd Bikeways | Forest Dr | Valley Rd | 03 | Design Phase |
| 201 | Beltline Blvd Bikeways | Rosewood Dr | Devine St | 06 | Design Phase |
| 202 | Beltline Blvd/Colonial Dr/Farrow Rd Bikeways | Harden St | Academy St | 04 | Design Phase |
| 203 | Beltline Blvd/Devine St Bikeways | Rosewood Dr | Chateau Dr | 06 | Not Started |
| 204 | Blossom St Bikeways | Assembly St | Sumter St | 05 | Design Phase |

* Planning Phase = initial studies prior to design; Design Phase = design from 0-70%; Right-of-Way Phase = design 70-100% and land acquisition; **Procurement Phase** = advertise and take bids; **Construction Phase** = project under construction; **Construction Complete** = project finished.

| No. | Project Name | Project Limits | | District(s) | * Status |
|------------|---|----------------------|--------------------------------|-------------|------------------------------|
| | | From | To | | |
| 205 | Blossom St Bikeways | Huger St | Assembly St | 05 | Not Started |
| 206 | Blossom St Bikeways | Williams St | Huger St | 05 | Construction Complete |
| 207 | Blythewood Rd Bikeways | Winnsboro Rd | Main St | 02, 07 | Design Phase |
| 208 | Bonham/ Devereaux/ Heathwood/ Kilbourne/ | Blossom St | Fort Jackson Blvd | 05, 06 | Planning Phase |
| 210 | Broad River Rd Bike Lanes | Greystone Blvd | Broad River Bridge | 04, 05 | Design Phase |
| 209 | Broad River Rd Bikeways | Bush River Rd | Greystone Blvd | 04, 05 | Design Phase |
| 211 | Broad River Rd Bikeways | Harbison Blvd | Bush River Rd | 02, 04, 05 | Not Started |
| 212 | Broad River Rd/Lake Murray Blvd Bikeways | I-26 | Harbison Blvd | 02 | Not Started |
| 213 | Bull St Bikeways | Elmwood Ave | Victoria St | 04 | Design Phase |
| 214 | Bull St/Henderson St/Rice St Bikeways | Wheat St | Heyward St | 05 | Planning Phase |
| 215 | Calhoun St Bikeways | Wayne St | Harden St | 04 | Design Phase |
| 216 | Catawba St Bikeways | Sumter St | Lincoln St | 05 | Planning Phase |
| 217 | Catawba St/Lincoln St/Heyward St/Tryon St/Williams St | Catawba St | Blossom St | 05 | Planning Phase |
| 218 | Chester St/Elmwood Ave/Wayne St Bikeways | Hampton St | Park St | 04 | Planning Phase |
| 219 | Clement Rd/Duke Ave/River Dr Bikeways | Main St | Monticello Rd | 04 | Planning Phase |
| 220 | Clemson Rd Bikeways | Brook Hollow Dr | Summit Pky | 08 | Design Phase |
| 221 | Clemson Rd Bikeways | Longtown Rd | Brook Hollow Dr | 07, 08 | Design Phase |
| 222 | Clemson Rd Bikeways | Summit Pky | Percival Rd | 08, 09, 10 | Not Started |
| 223 | College St Bikeways | Lincoln St | Sumter St | 04, 05 | Design Phase |
| 224 | College St/Laurens St/Oak St/Taylor St Bikeways | Greene St | Elmwood Ave | 05 | Planning Phase |
| 225 | Colonial Dr Bikeways | Bull St | Slighs Ave | 04 | Planning Phase |
| 226 | Columbiana Dr Bikeways | Lake Murray Blvd | Lexington County Line | 02 | Design Phase |
| 227 | Craig Rd Bikeways | Harrison Rd | Covenant Rd | 03 | Planning Phase |
| 228 | Decker Blvd/Parklane Rd/Two Notch Rd Bikeways | Two Notch Rd | Percival Rd | 03, 08 | Design Phase |
| 229 | Dutchman Blvd Bikeways | Broad River Rd | Lake Murray Blvd | 02 | Not Started |
| 230 | Edgefield St/Park St Bikeways | Calhoun St | River Dr | 04 | Planning Phase |
| 231 | Elmwood Ave Bikeways | Wayne St | Proposed Greenway | 04, 05 | Planning Phase |
| 232 | Fort Jackson Blvd Multi-Use Path | Devine St | N. Kings Grant Dr. | 06 | Design Phase |
| 233 | Garners Ferry Rd Bikeways | Rosewood Dr | True St | 06, 11 | Design Phase |
| 234 | Gervais St Bikeways | 450' west of Gist St | Gist St | 05 | Planning Phase |
| 235 | Gervais St Bikeways | Gist St | Huger St | 05 | Planning Phase |
| 236 | Gervais St Bikeways | Park St | Millwood Ave | 04, 05 | Planning Phase |
| 237 | Gervais/Gladden/Hagood/Page/Senate/Trenholm/Webst | Millwood Ave | Beltline Blvd | 05, 06 | Planning Phase |
| 238 | Greene St Bikeways | Assembly St | 350' west of Lincoln St | 05 | Construction Complete |
| 239 | Greene St Bikeways | Assembly St | Bull St | 04, 05 | Planning Phase |
| 240 | Greene St Bikeways | Bull St | Saluda Ave | 04, 05 | Planning Phase |

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| No. | Project Name | Project Limits | | District(s) | * Status |
|------------|--|-----------------------------|------------------------------|----------------|------------------------------|
| | | From | To | | |
| 241 | Hampton St Bikeways | Pickens St | Harden St | 04 | Design Phase |
| 242 | Harden St Bikeways | Devine St | Rosewood Dr | 05 | Planning Phase |
| 243 | Heyward St/Marion St/Superior St Bikeways | Whaley St | Wiley St | 05, 10 | Planning Phase |
| 244 | Holt Dr/Superior St Bikeways | Wiley St | Airport Blvd | 05, 10 | Planning Phase |
| 245 | Huger St Bikeways | Blossom St | Gervais St | 05 | Design Phase |
| 246 | Huger St/Lady St/Park St Bikeways | Gervais St | Gervais St | 05 | Planning Phase |
| 247 | Leesburg Rd Bikeways | Garners Ferry Rd | Semmes Rd | 10, 11 | Design Phase |
| 248 | Lincoln St Bikeways | Blossom St | Lady St | 05 | Design Phase |
| 249 | Main St Bikeways | Calhoun St | Elmwood Ave | 04 | Planning Phase |
| 250 | Main St Bikeways | Elmwood Ave | Sunset Dr | 04 | Construction Complete |
| 251 | Main St Bikeways | Pendleton St | Whaley St | 04, 05 | Planning Phase |
| 252 | Oneil Ct Bikeways | Decker Blvd | Parklane Rd | 03, 08 | Construction Complete |
| 253 | Ott Rd Bikeways | Jim Hamilton Blvd | Blossom St | 05, 10 | Planning Phase |
| 254 | Pendleton St Bikeways | Lincoln St | Marion St | 04, 05 | Design Phase |
| 255 | Pickens St Bikeways | Washington St | Rosewood Dr | 04, 05 | Design Phase |
| 256 | Pickens St/Washington St/Wayne St Bikeways | Hampton St | Hampton St | 04, 05 | Design Phase |
| 257 | Polo Rd Bikeways | Two Notch Rd | 640' south of Mallet Hill Rd | 08, 09, 10 | Design Phase |
| 258 | Rosewood Dr Bikeways | Bluff Rd | Garners Ferry Rd | 05, 06, 10 | Design Phase |
| 259 | Saluda Ave Bikeways | Wheat St | Greene St | 05 | Planning Phase |
| 260 | Senate St Bikeways | Sumter St | Laurens St | 04, 05 | Planning Phase |
| 261 | Shop Rd Bikeways | Beltline Blvd | Pineview Dr | 10 | Not Started |
| 262 | Sumter St Bikeways | Blossom St | Wheat St | 05 | Planning Phase |
| 263 | Sumter St Bikeways | Washington St | Senate St | 04 | Design Phase |
| 264 | Trenholm Rd Bikeways | South of Dent Middle | Decker Blvd | 03, 08 | Construction Complete |
| 265 | Two Notch Rd Bikeways | Alpine Rd | Spears Creek Church Rd | 03, 07, 08, 09 | Planning Phase |
| 266 | Two Notch Rd Bikeways | Head St | Albritton Rd | 03 | Construction Complete |
| 268 | Whaley St Bike Lanes | Lincoln St | Pickens St | 05 | Design Phase |
| 267 | Whaley St Bikeways | Lincoln St | Church St | 05 | Planning Phase |
| 269 | Wheat St Bikeways | Harden St | King St | 05 | Design Phase |
| 270 | Wheat St Bikeways | Sumter St | Assembly St | 05 | Construction Complete |

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REQUEST OF ACTION

Subject: FY19 - District 8 Hospitality Tax Allocations

A. Purpose

County Council is being requested to approve a total reallocation of **\$25,000** for District 8.

B. Background / Discussion

For the 2018 - 2019 Fiscal Year, County Council approved designating the Hospitality Discretionary account funding totaling \$164,850.00 for each district Council member as approved during the FY17-18 fiscal year and as amended during the May 15th Regular Session. The details of these motions are listed below:

Motion List for FY19: Hospitality Tax discretionary account guidelines are as follows: (a) Establish a H-Tax discretionary account for each Council District; (b) Fund the account at the amount of \$164,850.00; (c) Council members will recommend Agencies to be funded by their allocation. Agencies and projects must meet all of the requirements in order to be eligible to receive H-Tax funds; (d) All Council recommendation for appropriations of allocations to Agencies after the beginning of the fiscal year will still be required to be taken back to Council for approval by the full Council prior to the commitment of funding. This would only require one vote.

Regular Session – May 15, 2018: Motion that all unspent H-Tax funding for FY17-18 be carried over and added to any additional funding for FY18-19 to Council districts. Because of the failure of the Grants Office to notify councilmembers of problems from changes to the grants process my district, and others, did not get to have some or all of their events. I was never notified of any problems until I was contacted by some organizations that they were having problems. Now eleven months later it is too late and it is not fair. Established organizations in Columbia had theirs but as for the unincorporated areas where they are developing programs and event, there were problems.

Pursuant to Budget Memorandum 2017-1 each district Council member was approved \$164,850.00 to allocate funds to Hospitality Tax eligible organizations of their own discretion. As it relates to this request, District 8 H-Tax discretionary account breakdown and its potential impact is listed below:

| | |
|---------------------------------------|------------------|
| Initial Discretionary Account Funding | \$164,850 |
| FY2019 Allocations | \$130,850 |
| Columbia City Ballet | \$ 10,000 |
| Columbia Classical Ballet | \$ 10,000 |
| Richland County Recreation Foundation | \$ 5,000 |
| Total | \$155,850 |
| Remaining Balance | \$ 9,000 |

C. Legislative / Chronological History

- 3rd Reading of the Budget – June 8, 2017
- Regular Session - May 15, 2018
- Budget to 3rd Reading of Budget FY19 June 21 ,2018

D. Alternatives

1. Consider the request and approve the allocation.
2. Consider the request and do not approve the allocation.

E. Final Recommendation

Staff does not have a recommendation regarding this as it is a financial policy decision of County Council. The funding is available to cover the request. Staff will proceed as directed.