

Town of Pine Ridge

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IN ACCORDANCE WITH GOVERNOR MCMASTER'S EXECUTIVE ORDER ON SOCIAL DISTANCING, THERE WILL ONLY BE TEN CITIZENS ALLOWED IN COUNCIL CHAMBERS. THE PUBLIC IS ENCOURAGED TO EMAIL WRITTEN COMMENTS TO THE MUNICIPAL CLERK AT skyzer@townofpineridgesc.com AND JOIN THE MEETING LIVE ON FACEBOOK.

JULY 30, 2020 Special Called Town Council Meeting AGENDA

6:30 P.M. - Town Council Meeting

Call to Order & Invocation

Freedom of Information Act Compliance

New Business

1. 2018-2019 Audit Presentation by Mr. Dean Richardson of McGregor & Company, LLP
2. 2018-2019 Audit report - Council vote
3. Resolution 2020-27: To Renew a Cooperative Agreement with the County of Lexington on the Urban Entitlement Program
4. Intergovernmental Cooperative Agreement with Lexington County for the Community Development Block Grant Program Home Investment Partnership Program Emergency Solutions Grant Program
5. Adjourn to Executive Session
 - a. Personnel matters: Discussion of employment, appointment, compensation, promotion, demotion, discipline, or release of an employee, or a person regulated by a public body or the appointment of a person to a public body. 30-4-70 (a)(1)
6. Reconvene to Regular Session
7. Possible Actions by Council in follow up to Executive Session

Citizen's Comment Time– (email to skyzer@townofpineridgesc.com)

ADJOURN

For your convenience, an Agenda with attachments is available online at www.townofpineridgesc.com.

STATE OF SOUTH CAROLINA)
COUNTY OF LEXINGTON) RESOLUTION 2020-27
TOWN OF PINE RIDGE)

**RESOLUTION OF THE MAYOR AND COUNCIL
FOR THE TOWN OF PINE RIDGE, SOUTH CAROLINA
TO RENEW A COOPERATIVE AGREEMENT WITH THE COUNTY OF LEXINGTON ON THE URBAN
ENTITLEMENT PROGRAM.**

WHEREAS, since 2007 the County of Lexington has joined with the 14 County Municipalities, including the Town of Pine Ridge in order to obtain Urban County status with the United States Department of Housing and Urban Development and be eligible to receive annual Urban County entitlement grants of Community Development Block Grant, HOME Partnership Grant and Emergency Shelter Grant funds; and

WHEREAS, said partnership has been successful, resulting in the receipt of millions of dollars in grant funds by the County and the Municipalities of the County of Lexington which has been vital in providing and improving housing for low and moderate income families in the County and said Municipalities as well as the infrastructure in their communities, recreation and social services throughout the County; and

WHEREAS, the County and said Municipalities have designated the County of Lexington Community Development Department, Grants Program Division as their agent to administer said grant funds; and

WHEREAS, it is now time to renew said Cooperative Agreement for an additional three-year period for Fiscal years 2021-2023; and

WHEREAS, this Cooperative Agreement shall automatically be renewed for participation in the successive three-year qualification period, unless the County of Lexington and the Town of Pine Ridge elect not to participate in a new qualification period; and

NOW, THEREFORE, BE IT RESOLVED, the Mayor and Council of the Town of Pine Ridge have determined, that the County of Lexington shall continue its Cooperative Agreement with the Town of Pine Ridge; and appoint the County of Lexington as its agent for the purposed of administering U.S. Department of Housing and Urban Development Grant Funds received as a result of said Agreement.

Witness our hands and seals this 30th day of July 2020, at Pine Ridge, South Carolina.

Mayor Robert M. Wells, Jr.

Mayor Pro-tem Daniel D. Davis

Councilmember Floyd W. Dinkins III

Councilmember Elizabeth S. Sturkie

Councilmember Scott N. Simms

**Intergovernmental Cooperative Agreement
Between the
County of Lexington and the Town of Pine Ridge
For the
Community Development Block Grant Program
Home Investment Partnership Program
Emergency Solutions Grant Program**

This Intergovernmental Cooperative Agreement being made by and entered into this 23rd day of June, 2020, by and between the County of Lexington, a body politic and corporate of the State of South Carolina, and the Town of Pine Ridge, an incorporated municipality within the boundaries of the County of Lexington.

DEFINITIONS

For purposes of this Agreement, the terms defined in this section shall have the following meanings:

"Urban County Status" means Urban County Entitlement Status under the Housing and Community development act for United States Department of Housing and Urban Development.

The "County" means the County of Lexington, South Carolina.

The "Town" means the Town of Pine Ridge, South Carolina.

The "CD Act" means the Housing and Community Development Act of 1974, Public Law 93-383, as amended (42 USC §5301 et. seq.).

The "Housing Act" means the Cranston-Gonzalez National Affordable Housing Act of 1990 (42 U.S.C. §12701-12839), as amended by the Housing and Community development Act of 1992 (HCDA 1992).

"CDBG" means the Community Development Block Grant Program, Title I of the CD Act, including implementing regulations at 24 CFR §570, et. seq.

"HOME" means the Home Investment Partnerships Act, Title II of the Housing Act, including implementing regulations at 24 CFR §92, et. seq.

"ESG" means the Emergency Solutions Program, The Homeless Emergency Assistance and Rapid Transition to Housing Act of 2009 (HEARTH Act) amended the McKinney-Vento Homeless Assistance Act, revising the Emergency Shelter Grants Program in significant ways and renaming it the Emergency Solutions Grants (ESG) program. The ESG Interim Rule took effect on January 4, 2012.

"HUD" means United States Department of Housing and Urban Development

"Consolidated Plan" means the Consolidated Plan that is required pursuant to 24 CFR §91.

"Action Plan" means the annual Action Plan of the Consolidated Plan.

Other terms not defined herein shall have the meanings given to them in 24 CFR §570.3 and 24 CFR §92.2.

RECITALS

WHEREAS, through the execution of a Cooperative Agreement, the County and the Town of Pine Ridge have previously qualified for Urban County Entitlement Status under the Housing and Community Development Act for HUD fiscal years 2007 -2020 and,

WHEREAS, it is recognized by both parties that retention of Urban County Status is mutually advantageous in obtaining funds and providing programs authorized under the Housing and Community Development Act of 1974, as amended, the Cranston-Gonzalez Act of 1990, and the Housing and Community Development Act of 1992; the Homeless Emergency Assistance and Rapid Transition to Housing Act of 2009; and their accompanying regulations.

WHEREAS, the United States Department of Housing and Urban Development CPD Notice 20-03 requires Urban County Cooperation Agreements to include funding through the 2023 Federal fiscal year; and

WHEREAS, the County has demonstrated its expertise and ability to administer such a county-wide programs and to assist the Town with its CDBG and HOME programs through its designated agency, the Lexington County Community Development Department, Grant Programs Division; now

IT IS MUTUALLY AGREED THAT:

1. The Town and the County shall cooperate to undertake or assist in undertaking, community renewal and lower income housing assistance activities, and the Town agrees to be designated as part of the Urban County.
2. This Cooperative Agreement covers the CDBG Entitlement Program, and the HOME Investment Partnership Program and ESG Program.
3. During the term of the Cooperative Agreement, the Town may not apply for grants under the State CDBG Program, State HOME Program, or participate in a HOME consortium except through the Urban County.

4. The County and the Town, upon execution of this Agreement, will be bound by its terms for the duration of Federal Fiscal Year **2021-2023**. The Agreement shall remain in effect until all CDBG, HOME and ESG funds and incomes received with respect to the three (3) year qualification period are expended and the funded activities completed. Neither the County nor the Town can terminate or withdraw from the Agreement while it remains in effect.
5. At the option of the County, this Agreement will be automatically renewed for participation in successive three-year qualification periods, unless the County or the Town provides written notice that it elects not to participate in a new qualification period. The County will notify the Town of its right not to participate in writing by the date specified in HUD's urban qualification notice for the next qualification period.
6. The County and the Town agree to require each party to adopt any amendment to the agreement incorporating changes necessary to meet the requirements for cooperation agreements set forth in an Urban County Qualification Notice applicable for a subsequent three-year urban county qualification period, and to submit such amendment to HUD as provided in the urban county qualification notice, and that such failure to comply will void the automatic renewal for such qualification period.
7. The County and the Town will take actions necessary to assure compliance with the County's certification required by Section 104(b) of Title I of the CD Act as amended, including Title VI of the Civil Rights Act of 1964 and the Fair Housing Act of 1974, Section 109 of Title I of the CD Act and will affirmatively further fair housing according to 24 CFR 91.255(a) along with other applicable laws.
8. It is understood that Urban County funding is prohibited for activities in or in support of any cooperation unit of general local government that does not affirmatively further fair housing within its own jurisdiction or that impedes the County's action to comply with its fair housing certification.
9. The County and the Town certify that they have adopted and are enforcing: (a) a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and (b) a policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within jurisdictions.
10. The County has final responsibility for selecting CDBG activities and submitting the Consolidated Plan to HUD. All projects and programs undertaken by the County and the Town shall implement and further the goals and objectives set forth in the Consolidated Plan established for the County in 2010, and any revisions and extensions thereof.

11. Pursuant to 24 CFR 570.501(b), the Town is subject to the same requirements applicable to subrecipients, including the requirement of a written agreement as described in 24 CFR 570.503, and as such its programs shall be subject to review through its designee, Lexington County Community Development Department, Grant Programs Division.
12. The County shall administer and distribute all funds received from HUD as a result of CDBG and related grant applications, through its designated agency, Lexington County Community Development Department, Grant Programs Division, and provide such technical assistance as is necessary to ensure compliance with all provisions of the CD Act and the Housing Act.
13. Any funds received as a result of said CDBG, HOME or ESG grant applications will be made available to the parties consistent with the Consolidated Plan, with clear understanding that such distribution will comply with the requirements of Title I of the CD Act and all other appropriate implementing regulations.
14. The parties will take all appropriate legal, administrative and legislative actions necessary to successfully complete all programs included in the application or undertaken with grant funds.
15. The County shall receive, monitor, and distribute all program income generated by all projects and programs operated in the municipalities or the unincorporated areas.
16. The title to any real property acquired with CDBG or HOME funds allocated to the Town, and located within the Town when acquired, may be vested in the Town, program requirements permitting. The title to any real property acquired with CDBG or HOME funds, and not situated within the limits of the Town when acquired, shall be vested in the County.
17. Any real property acquired in whatever name with CDBG or HOME related grant funds for use by the Town shall conform to such and usages as may be specified in the CD Act, as amended, the Housing Act, and their accompanying regulations. Should the Town desire to change the usage or dispose of any such property, it shall first obtain the approval of the County in order to assure conformance with the aforementioned act.
18. The parties agree that should a grant be withheld, withdrawn, or terminated for any reason, that Lexington County be held harmless, and shall not be subjected to any legal action by the Town for any resulting consequences.
19. This Agreement may not be amended without the written consent of all parties and approval of HUD, and its terms shall be binding upon the parties, their successors and assigns.

ATTEST

County of Lexington



Scott Whetstone
Chairman, County Council

Town of Pine Ridge

Robert M. Wells, Jr.
Mayor