

RICHLAND COUNTY
COUNTY COUNCIL AGENDA



Tuesday, JUNE 16, 2020

6:00 PM

ZOOM MEETING

RICHLAND COUNTY COUNCIL 2020



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
June 16, 2020 - 6:00 PM
Zoom Meeting
2020 Hampton Street, Columbia, SC 29201

1. **CALL TO ORDER**

The Honorable Paul Livingston,
Chair Richland County Council

a. ROLL CALL

2. **INVOCATION**

The Honorable Calvin Jackson

3. **PLEDGE OF ALLEGIANCE**

The Honorable Calvin Jackson

4. **APPROVAL OF MINUTES**

The Honorable Paul Livingston

a. Regular Session: June 2, 2020 [PAGES 8-23]

b. Special Called - Budget 3rd Reading: June 11, 2020
[UNDER SEPARATE COVER]

5. **ADOPTION OF AGENDA**

The Honorable Paul Livingston

6. **PRESENTATION OF PROCLAMATION**

a. A Proclamation Naming June 2020 as "Richland
Counts" Month

7. **REPORT OF THE ATTORNEY FOR EXECUTIVE
SESSION ITEMS**

Larry Smith,
County Attorney

a. Pending Litigation: Richland County vs. SC Dept. of
Revenue

8. **CITIZEN'S INPUT**

The Honorable Paul Livingston

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

9. **CITIZEN'S INPUT**

The Honorable Paul Livingston

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

10. REPORT OF THE COUNTY ADMINISTRATOR

Leonardo Brown,
County Administrator

- a. Coronavirus Update

11. REPORT OF THE CLERK OF COUNCIL

Kimberly Williams-Roberts,
Clerk to Council

- a. Institute of Government and Annual SCAC Conference:
August 1 - 3

12. REPORT OF THE CHAIR

The Honorable Paul Livingston

13. OPEN / CLOSE PUBLIC HEARINGS

The Honorable Paul Livingston

- a. Approving the transfer of certain property located in the Blythewood Business Park to Fairfield Electric Cooperative; and other related matters
- b. Authorizing the expansion of the boundaries of the I-77 Corridor Regional Industrial Park jointly developed with Fairfield County to include certain property located in Richland County; the execution and delivery of a Public Infrastructure Credit Agreement to provide for public infrastructure credits to Washington & Assembly, LLC, a company previously identified as Project Novel; and other related matters
- c. An Ordinance Authorizing the temporary waiver of late fees or penalties on the payment of Hospitality Tax, Tourism Development fees, and Business License fees

14. THIRD READING ITEMS

The Honorable Paul Livingston

- a. Authorizing the expansion of the boundaries of the I-77 Corridor Regional Industrial Park jointly developed with Fairfield County to include certain property located in Richland County; the execution and delivery of a Public Infrastructure Credit Agreement to provide for public infrastructure credits to Washington & Assembly, LLC, a company previously identified as Project Novel; and other related matters [PAGES 24-49]

- b. An Ordinance Authorizing the temporary waiver of late fees or penalties on the payment of Hospitality Tax, Tourism Development fees, and Business License fees [PAGES 50-52]

15. REPORT OF ECONOMIC DEVELOPMENT COMMITTEE

The Honorable Calvin Jackson

- a. RFP Results and Recommendation for Speculative Building Developer [PAGES 53-109]

16. REPORT OF RULES & APPOINTMENTS COMMITTEE

The Honorable Bill Malinowski

- a. ITEMS FOR ACTON

- 1. I move that Richland County disqualify any vendor in its procurement process as a "qualified bidder" if Richland County is currently in any legal dispute, lawsuit or settlement negotiation either individually or jointly named [WALKER] [PAGE 110]

17. REPORT OF THE BLUE RIBBON AD HOC COMMITTEE [PAGES 111-139]

The Honorable Paul Livingston

- a. HMGP 4241-DR (2015 Flood) Property Buyout Program Update – Disqualification of Two (2) Properties
- b. Small Rental Rehab (SRR) Program Update – Reopen the SRR Program
- c. Reallocation of Funding for the Business Assistance Program (BAP) – Close the BAP Program
- d. Continuation of Recovery Consultancy Services –Change Order #8 for Task Order #

18. MOTION PERIOD

- a. I suggest that an upfront (Home Page) be required on the Richland County web site that lists ALL Public meetings and they must be listed 5 days in advance of the public meeting. Required information will include, stating the purpose, location, person responsible for meeting/hearing and agenda. Seeking public input via e-mail or in writing is important but not sufficient as the only input, COVID-19 or not.

The Honorable Bill Malinowski

19. EXECUTIVE SESSION

20. ADJOURNMENT



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



Richland County Council

REGULAR SESSION
June 2, 2020 – 6:00 PM
Via Zoom Meeting

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

OTHERS PRESENT: Michelle Onley, Kimberly Williams-Roberts, Ashiya Myers, Ashley Powell, Angela Weathersby, Leonardo Brown, John Thompson, James Hayes, Michael Niermeier, Dale Welch, Kyle Holsclaw, Brittney Hoyle-Terry, Tiffany Harrison, Stacey Hamm, Chris Eversmann, Clayton Voignier, Jeff Ruble, Michael Maloney, Synithia Williams, Tyler Kirk and Brad Farrar

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 Chakisse Newton
3. **PLEDGE OF ALLEGIANCE** – The Pledge of Allegiance was led by the Honorable Chakisse Newton
4. **PRESENTATION OF PROCLAMATION**
 - a. **The COMET Proposed Operating and Capital Budget for FY2020-2021** – Mr. Andoh presented an overview of the COMET’s proposed FY20-21 operating and capital budget.

Mr. Malinowski stated, for clarification, Mr. Andoh indicated Newberry County revenue may be realized for the 93 Route in the amount \$2,500. He inquired if this is something the COMET is not sure of yet.

Mr. Andoh responded it is his understanding the funding has been approved, and will be provided to the COMET as of July 1, 2020.

Mr. Malinowski inquired about the cost to run the route annually.

Mr. Andoh responded it will be \$90,819. Federal funds will cover 50% and fare revenue will cover 15%, which leaves the local share of \$22,704.

Mr. Malinowski noted the University of South Carolina revenue was unknown for funding five (5) trips, and the agreement expired in September 2019. He inquired why we do not know what the revenue was for those trips.

Mr. Andoh responded they are in discussions with the University of South Carolina now to determine if they want to continue those five (5) trips. USC has been told the COMET needs a resolution by June 30, or the five (5) trips will be cancelled, since there is no revenue stream to cover the trips. The University has agreed to reimburse the bus system from September 2019 to June 2020.

Mr. Malinowski stated the documentation in the agenda packet indicates the COMET has contracted security with a private firm, but they are also utilizing the Columbia Police Department and Richland County Sheriff's Department. He inquired as to why the private security firm is not utilized 100%, since their hourly rate is lower than other law enforcement.

Mr. Andoh responded the reason they have a hybrid approach is because the policing entities have the ability to arrest and cite. Whereas the contracted security does not. They use the contracted security primarily at COMET Central, which is Laurel and Sumter, to control the crowds during peak travel times. Then, they utilize law enforcement to ride the buses and provide additional support. Federal funds cover some of the costs of the security/policing services.

Ms. McBride thanked Mr. Andoh for an excellent report that was easy to follow, and for his innovation and progress we have made with the transit system.

Ms. Newton noted Mr. Andoh indicated the costs will increase approximately 15% with the new provider. She inquired if that is what they were anticipating, given that after several years, the contract was bid out.

Mr. Andoh responded they were anticipating there would be a 15% increase because the cost of doing business is significantly higher today than it was in 2015.

Ms. D. Myers noted she has heard from constituents that the COMET is more responsive to their needs, and the routes have improved dramatically. The bus to the Congaree Park could not be more welcome, and she hopes Mr. Andoh stays in Richland County for the rest of his career.

5. **APPROVAL OF THE MINUTES**

- a. Regular Session: May 19, 2020 – Ms. Terracio moved, seconded by Ms. Dickerson, to approve the minutes as distributed.

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

The vote in favor was unanimous.

6. **ADOPTION OF THE AGENDA** – Mr. Livingston requested the following items be added to the agenda:

- a. Approval of the COMET's Proposed FY20-21 Operating and Capital Budget
b. Approval of Inter Project Transfer (Transportation Item)

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

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

The vote in favor was unanimous.

COMET FY20-21 OPERATING AND CAPITAL BUDGET – Ms. D. Myers moved, seconded by Ms. Dickerson, to approve this item.

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

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Opposed: Malinowski

The vote was in favor.

Mr. Livingston thanked Ms. Dickerson for all of her years on the COMET Board.

7. **REPORT OF THE ATTORNEY FOR EXECUTIVE SESSION ITEMS** – Mr. Farrar indicated the following item would be appropriate for Executive Session:

a. Personnel Matter

8. **CITIZENS' INPUT**

a. For Items on the Agenda Not Requiring a Public Hearing – No comments were received for this item.

9. **CITIZENS' 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 this time.) – Ms. Cheryl Outlaw provided comment on Airbnbs near her home in Council District One.

10. **REPORT OF THE COUNTY ADMINISTRATOR**

a. Coronavirus Update – Mr. Brown stated the DHEC website indicates that Richland County stands at 1,542 positive cases of COVID-19. There has been a small increase in positive cases, which is consistent with the information that shared with us both DHEC and PRISMA. In conversations related to Richland County's plans for opening, there have been renewed discussions with members of the committee, as well as staff. Staff has a general working draft for the body, but individual departments have begun to make applicable plans for their departments. The next step is to meet with the Elected Officials within the County to determine what specific outfits they may need for workers, when they return to the County, in order to provide for a safe environment, which is consistent with CDC and DHEC guidelines. As a result of the Coronavirus Ad Hoc Committee meeting today, he was charged with going back to consider a larger scope of work to include general COVID-19 related guidance/recommendations to other organizations residing in Richland County. He hopes to have the information provided within the week.

Mr. Malinowski noted the agenda documentation indicated the Advisory Committee concurred that the County not sign an agreement with DHEC related to a non-congregant sheltering program. He inquired if that is something Council will have to vote on.

Mr. Brown responded that item has been taken care of. DHEC has worked closely with Richland County, and there have been non-congregant sheltering taking place. It did not require a contract to be signed, because we have not had a large number of individuals in non-congregant sheltering.

Mr. Malinowski stated, for clarification, it was noted that DHEC was attempting to pass onto counties, within the State, without any assurances of funding support. While they are saying it is an underfunded mandate, he would say it is an unfunded mandate. He inquired if the County has had to provide funding to them.

Mr. Brown responded, at this time, DHEC has worked with the County. We have not had to provide any funding. Early on in the process, many counties had questions of the State, and felt it was the

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State's responsibility to manage that particular portion of the response because they felt it was a medical issue, and not an emergency response issue. That has been worked out county by county. Right now, the County has no conflicts with DHEC.

Mr. Malinowski requested a copy of the current COVID-19 identified responses, which were not included in the agenda packet. He inquired if there Federal funding paying any portion of TetraTech's costs.

Mr. Jackson inquired if Mr. Brown has begun the discussion, and, if so, are you able to share with Council where you are in the discussion regarding the return to work for County employees.

Mr. Brown responded we had a conversation this afternoon with the Coronavirus Ad Hoc Committee. As a part of that conversation, he communicated that in his discussions with PRISMA, and Dr. Ossmann, in particular, they indicated they had reviewed our working draft and determined we are somewhere between Phase I and II. During those discussions, it was noted that Dr. Ossmann had given him feedback, and communicated that when COVID-19 was first thought about, in terms of the curve, the projections were there would be a steep curve, and then a steep decline. Those projections are what led to the guidance that said a 14-day decline would be a criteria to determine how you should reopen. Since then, we have not seen a steep decline, but a flattening and a leveling out. In his discussions with the committee, he expressed his concern that, if we used just that single criteria of the 14-day decline, we may run into some issues with when we can reopen. The long and short is, we were tasked with going back to look at some additional criteria we could utilize, and bring a recommendation on when we would be reopening.

Mr. Jackson inquired if that means there are no offices being staffed by County employees, other than when we have events (i.e. Council/committee meetings).

Mr. Brown responded there have been employees in County offices throughout the entire process. The volume of employees is what has been different. The offices are approximately 25 – 30% staffed, and other employees are working remotely. There are people moving about the County at all times.

Mr. Jackson stated there is some public misconception regarding whether we are closed or open. He was aware there were some staff members because he has seen people entering the building to pay their property taxes. He wanted to be sure it was on the record that the County is open in a very staggered sense, but there are employees in the buildings, in offices, and doing work on behalf of the public. He is not sure if that is something the Public Information Office needs to consider putting back out to the public.

Ms. D. Myers stated, in the briefing document, it states, "The COVID-19 Advisory Committee concurred with the recommendation that the County not sign the DHEC agreement, and agreed with the outside consultant that we should go a different direction." She inquired if that is the COVID-19 Advisory Committee that is also vetting the grant applications.

Mr. Brown responded those are separate issues. He stated that was addressed early on, when we received the application from DHEC.

Ms. D. Myers inquired as to which advisory committee they are referring to.

Mr. Brown responded there are multiple COVID committees. The committee referenced in the briefing document is working with TetraTech.

Ms. D. Myers stated, because the committee made a policy decision that we should not sign an agreement with DHEC, she is trying to find out who they are.

Mr. Brown responded he would not say we made a policy decision. The decision was also communicated to Legal because there were consistent questions about the concerns of the State, at the time, making a financial obligation to the County. The County would then be required to perform these services, which counties across the State thought the State would be doing.

Ms. D. Myers stated, she understands that, she is simply asking who the people are that have made a decision that could potentially impact whether or not Richland County is in that agreement with DHEC. She was not aware of it before reading it in these documents.

Mr. Brown responded that he could not answer that question, at this time. He stated he brought this up in a previous committee meeting. The situation was, the agreement itself was for funding the County would receive on a small level.

Ms. D. Myers stated she agrees with the decision. She is not questioning the decision. She is questioning the composition of the committee with the power to make a policy decision. She does not think there are any Council members on that committee, and she does not think the committee comes back to Council before making such decisions.

Mr. Malinowski stated, on p. 86, of the agenda, it says, "The committee decided unanimously not to do some things", and Mr. Beekman from TetraTech said he made a motion to modify certain procedures, which was accepted. Further down, under the recovery plan, it says, "TetraTech has spoken with various members of County staff regarding their thoughts on a COVID-19 Recovery Plan." Yet, nothing has come to Council for input. Unlike when we had the Blue Ribbon Committee, which Mr. Pearce chaired, everything came to Council for final decision-making, but he has not seen anything come back to Council, yet he is reading that decisions have been made.

Mr. Brown stated, he is a little bit confused, because, some of the discussions we have had, we talked about making decisions at the administrative level. He stated he has been bringing everything back to the committee to try to get input and feedback, as a part of the process. It sounds like to him, if there are decisions he is making, they need to come back to the body before those decisions are made, so there can be clarity on what those decisions are.

Mr. Malinowski responded he does not think there this, if Council has given the Administrator that authority, but he does not know about the committee making the decision versus the Administrator.

Ms. McBride stated the committee does not provide information to the Coronavirus Ad Hoc Committee; therefore, they are left out a lot of times, in terms of what is going on with that committee. There is a gap in communications with that committee.

Mr. Manning inquired if these are committees of staff, and the way this report came to Council, in the agenda packet, made it seem like there are committees, Council committees, and community committees.

Mr. Brown responded that is correct.

Mr. Manning stated, in that case, he thinks it is more how it is getting into the Council agenda , and looking like it Council business. It sounds to him this is exactly the way the County Administrator

should be doing his work, then bringing the information to the ad hoc committee, and ultimately to full Council.

Ms. D. Myers stated it looks like, from pp. 83 – 89, of the agenda packet, what is being discussed is recommendations from our external advisors to a group, which are not staff members. She would still like to know who is on these committees. It seems like, from the writing, there are votes being taken on significant decisions related to the County’s Coronavirus response. She would not have wanted to vote any differently on the DHEC matter, but whether the County enters into an agreement with other counties and DHEC ought to be something that at least one Council member weighs in on

- b. Personnel Matter – This item was referred to Executive Session.
11. **REPORT OF THE CLERK OF COUNCIL** – No report was given.
 12. **REPORT OF THE CHAIR** – No report was given.
 13. **OPEN/CLOSE PUBLIC HEARING**
 - a. An Ordinance Amending the Fiscal Year 2020 General Fund Annual Budget by \$455,259.00 to pay for in car camera system for the Richland County Sheriff’s Department – No comments were provided for this item.
 - b. An Ordinance Amending the Fiscal Year 2020 General Fund Annual Budget by \$670,000.00 to pay for repairs and improvements at the Central Garage Facility – No comments were provided for this item.
 14. **APPROVAL OF CONSENT ITEMS**
 - a. An Ordinance Amending the Fiscal Year 2020 General Fund Annual Budget by \$455,259.00 to pay for in car camera system for the Richland County Sheriff’s Department [THIRD READING]
 - b. An Ordinance Amending the Fiscal Year 2020 General Fund Annual Budget by \$670,600.00 to pay for repairs and improvements at the Central Garage Facility [THIRD READING]
 - c. Harris Govern Master License and Services Agreement (MLSA) for New CAMA System
 - d. Federal Aviation Administration (FAA) CARES Grant Acceptance

Mr. Manning moved, seconded by Ms. Terracio, to approve the consent items.

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

The vote in favor was unanimous.

Mr. Manning moved, seconded by Ms. McBride, to reconsider the consent items.

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

The motion for reconsideration failed.

15. **SECOND READING ITEMS**

- a. Approving the transfer of certain property located in the Blythewood Business Park to Fairfield Electric Cooperative; and other related matters – Mr. Jackson moved, seconded by Mr. Manning, to approve this item.

Mr. Malinowski stated, in the minutes that were approved at the beginning of the meeting, there was a particular item Council requested to be added to the agreement, and it has not been included in the backup documentation. The addition was to have been that, if at any time, in the future, the property is no longer used for the purpose of transfer, it reverts back to Richland County, and must be returned in the same condition, as when provided. He also pointed out, in Section 2, there are two lines that have been added, and are not underlined, highlighted, etc.

Mr. Malinowski made a friendly amendment that the language regarding the return of the property be added to the agreement, prior to 3rd Reading.

Mr. Jackson accepted the friendly amendment. He stated he and Mr. Ruble had a conversation about this matter earlier today. He requested that Mr. Ruble address why it is not in the agreement because he indicated it would be in there.

Mr. Ruble stated he knows some of the details, but Ms. Harrison is on the line and has been having conversations with Ms. Luther, at Parker Poe, the real estate attorney handling this transaction. He believes Ms. Harrison can speak a little more clearly about this item.

Ms. Harrison stated the changes, in Section 2, were the attempt, after we worked with legal counsel to address the concern about the property being used for the intended purpose, which was the construction of a substation, infrastructure to support the substation, and the remaining space would be remain as greenspace, as shown in the master plan. The two sentences Mr. Malinowski referred to require Fairfield Electric to begin construction of the substation within 12 months. It also gives us the authority to memorialize that in an agreement with Fairfield Electric.

Mr. Jackson stated he would like to accept Mr. Malinowski's specific request to add the language that says, if it does not go as planned, the property will revert back to the County.

Mr. Manning stated, as the person that seconded the motion, he would like the caveat that if it is not in there the next time, instead of standing for Third Reading that it go back to the committee and start over again. In the 11+ years he's served with Mr. Malinowski, he does not think he has ever been in a Council meeting where Mr. Malinowski does not bring up something that was promised for the next meeting, and it is not. He thinks we need to start doing something differently when this happens meeting after meeting.

Mr. Ruble responded he thinks there is a misunderstanding. They have addressed this. He believes legal counsel did not want to address it within the ordinance.

Ms. Harrison stated when they took this back and discussed the request, she was under the understanding that we wanted to ensure the property was used for the intended purpose, which was the information that she relayed back to Ms. Luther. There were two (2) ways to address that. One was to do what we did here, and give us the authority to have Fairfield Electric to move forward with the construction of the substation, and do so within a certain period of time, which was the intended purpose for us to transfer the property. After the ordinance was passed, we would execute a contract with Fairfield Electric. The second option, would be to put a deed restriction on, and it

would be recorded when the deed was recorded. That would require additional action by both parties. It would have to be determined when they have met the requirements, and at time, we would have to go back and take formal action to remove the deed restrictions. That was why this was approached the way it was. She believes they reached out, and had some conversations about whether this was appropriate and the way we were supposed to go.

Mr. Malinowski directed Ms. Harrison and Mr. Ruble to the p. 76 of the agenda, which has the minutes from the last meeting, and in no uncertain terms, it states specifically what was being asked to be included in the document. At the very top of p. 77, is the vote on the matter, so it is a simple straightforward request. It seems he is hearing other jump through the hoops things that have nothing to do with the request. If you put it in the agreement, it is done and we do not have to jump through other hoops and get other restrictions, get them recorded, and get them unrecorded in the future.

Mr. Jackson stated he has given Mr. Malinowski his word that he will be the one to pull it if it is not in there at Third Reading.

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

The vote in favor was unanimous.

- b. An Ordinance Authorizing the temporary waiver of late fees or penalties on the payment of Hospitality Tax, Tourism Development fees, and Business License fees – Ms. Myers moved, seconded by Ms. Newton, to approve this item.

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

The vote in favor was unanimous.

16. **REPORT OF THE ADMINISTRATION AND FINANCE COMMITTEE**

- a. Clarification – Sewer/Water Connection – Ms. Dickerson stated this was forwarded to Council without a recommendation.

Mr. Malinowski stated he is not sure this is properly before us. As Ms. Dickerson stated, it came out of committee to Council without a recommendation, but on May 5th the item was sent back to the A&F Committee, and it was not on the May 21st A&F Committee agenda. Therefore, it was not vetted by the committee. In addition, the information that was in the committee briefing in the April 25th agenda is 100% different from the information that is included in tonight's agenda. Therefore, he does not know what we are being asked to approve.

Ms. Dickerson moved, seconded by Mr. Malinowski, to refer this item back to the next A&F Committee, and to ensure it is the first item on the agenda.

Ms. D. Myers stated, when staff brings this item back to committee, she wants it to be clear this is a commitment that Richland County made to citizens that the taps would be free, and the County would do the work. She is surprised this is an item we are dealing with, but she wanted to remind staff that at least two (2) Council members, three (3) Administrators, staff members, and our consultants have all been in community meetings where we have unequivocally stated that this would not be a cost to the community. She wants to ensure what we are doing is consistent with the way this project was designed and the promises we made.

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Ms. A. Myers stated, prior to the minutes being posted from the last meeting, it was our understanding that the item was deferred to the next Council meeting. Since we did not have the information ready for the next Council meeting, we pushed it to the June meeting.

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

Opposed: Manning, Myers and Newton

The vote was in favor.

- b. Replacement Office Building – Stormwater Management Division – Ms. Dickerson stated the committee forwarded this item to Council without a recommendation.

Dr. Thompson stated staff is requesting the replacement of the office building. The current office building has inadequate space, the roof and door is leaking, there is a failing water heater system, and the flooring is unstable. There is funding in their budget for the replacement, and they are seeking Council's approval to move forward with replacing their office building.

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

Mr. Malinowski inquired, with all of the buildings Richland County has purchased, do we not have something that would accommodate this division.

Dr. Thompson responded individuals would have to be co-located to another location. Currently they are located on the same Powell Road campus, with the Public Works Director, so the team is there intact. We could look into them going to another location, but they have been there and working in sync with other staff members in Public Works.

Mr. Malinowski stated, for clarification, it is to our benefit to keep them there with the other Public Works staff. Just for clarification, this item was on the April 28th agenda, and forwarded without a recommendation due to running out of time.

Ms. McBride stated she has been asking for a tracking document of motions. We go through this time and time again because we are not able to track our motions, and the status they are in. We need to develop a tracking document. She stated several times a year we lose motions in the dark hole or we are confronted with not knowing what was done.

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

The vote in favor was unanimous.

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

Opposed: Malinowski, Dickerson, McBride, Livingston, Terracio, Walker, Jackson, Myers and Newton

In Favor: Manning

The motion for reconsideration failed.

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

a. NOTIFICATION OF APPOINTMENTS

1. Historic Columbia – 1 – Mr. Malinowski stated the committee recommended appointing Mr. C. Carroll Heyward, Jr. the Historic Columbia Board.

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

The vote in favor was unanimous.

2. Central Midlands Regional Transit Authority (CMRTA) – 1 – Mr. Malinowski stated the applicant, Mr. Leaks, requested that his interview be postponed until the next meeting, as he was unable to attend today. In addition, because of a change to the makeup of the committee from 2 citizens and 1 Council member to 1 citizen and 2 Council members, the committee feels that future appointments should be held until staff and Ms. Dickerson, who is currently a CMRTA committee member, meets with the CMRTA to determine if there is any preferred criteria.

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

The vote in favor was unanimous.

b. ITEMS FOR DISCUSSION/ACTION

1. In my continued decade long battle for accountability, transparency, efficiency and effectiveness. I move that all County Council standing committees, ad hoc committees and one time/short term committee meetings be held in Council Chambers, as is the Transportation Ad Hoc Committee with votes recorded in like fashion [MANNING] – Mr. Malinowski stated the committee, after reviewing this, determined the Transportation Ad Hoc Committee did not always meet in Council Chambers, and is not always guaranteed to meet there. The committee recommends meeting locations be determined on a case-by-case basis since some meetings overlap, and Chambers is utilized for other purposes and may not be available.

Mr. Jackson stated, in his experience, one of the critical problems has been, there has been difficulty in ensuring public access was a part of the committee meeting. The ability to have that access is important, so citizens can hear. It also helps with misinformation, as a result of it not being recorded and livestreamed. If the committee meetings are not going to be held in Chambers, he would request that, wherever the meeting is held, the ability for it to be livestreamed be a part of the format of the meeting, so there is full transparency.

Mr. Jackson made a substitute motion, seconded by Mr. Walker, that if the recommendation of the Rules and Appointments Committee is upheld, we require staff to livestream all meetings, wherever they are being held.

Ms. Newton stated she would support the recommendation. She knows the Transportation Ad Hoc Committee is not currently being livestreamed. She noted one of the other items being discussed in the Rules and Appointments Committee puts in the rules the livestreaming of all of our Council meetings.

Mr. Malinowski stated he believes we need to get staff input on the difficulty, if any, to livestream from other locations.

Ms. Terracio stated it would her assumption that we would open up a Zoom feed, and do exactly what we are doing now. Unless we wanted to improve our production value, there should not be extra equipment required.

Mr. Livingston responded it is important for staff to come back and tell us if there are any concerns or issues since we are talking about all meetings.

Ms. Dickerson stated when we come back with the recommendations we have a budget assessed, so we can decide how to proceed.

Mr. Malinowski stated what we are possibly trying to do is pass a new Council rule that may not be needed, when we are not having to meet remotely.

Mr. Malinowski made a second substitute motion, seconded by Ms. Dickerson, to refer this item back to committee to discuss the questions raised by Council.

Ms. Dickerson stated, depending on the setup we are going to have, we may have to look at rescheduling and reassigning the committees.

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

Abstain: Manning

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

18. **OTHER ITEMS**

- a. Approval of Inter Project Transfer – Dr. Thompson stated the Transportation Department is requesting to transfer funding from one project to another. The reason being, with Resurfacing Package Q, there are 46 roads and the contractor is 5 months ahead of schedule, and we want to make sure we pay the contractor timely. We do not have any additional funds in this particular line item for the resurfacing package until next year. Therefore, we want to transfer funding from the Atlas Road Widening Project to Resurfacing Package Q.

Mr. Livingston inquired if this will affect the timing of any other projects.

Dr. Thompson responded that it will not.

Mr. Malinowski stated, in the agenda briefing, it says the project requiring a budget transfer is 5 months ahead of schedule. He inquired if someone did not realize a month ago that we were going to need to transfer funds.

Dr. Thompson responded this should have been discovered months ago.

Mr. Malinowski stated it is technically a violation of our rules because it was not provided by the agenda submission deadline. Once again, we have people not doing their job, and then are rewarded by getting their work on an agenda and voted on. The only reason he will support this is he does not

believe that we should be holding up contractor's funds after they have done something for the County.

Ms. Newton requested staff refresh her memory about what the process is once we transfer funds from one project to another project to ensure that we return it where it needs to be.

Dr. Thompson responded the next fiscal year we will take the funds that we are reprogramming from the Atlas Road Widening Project and it will be returned to the project to make it whole.

Ms. Newton inquired if that is an automatic process on a fiscal year basis, or do we also assess more frequently.

Dr. Thompson responded it is assessed per project.

Ms. Terracio stated she is curious why the funds are being transferred from a widening project to a resurfacing project.

Dr. Thompson responded, in terms of the referendum, there are 3 categories .One category is for roads, one is for bike paths/greenways, and the other is for the COMET. From a budgeting perspective, we are keeping it in the same category.

Ms. D. Myers stated the briefing document does not list the roads that are in Package Q. She requested someone list those roads.

Mr. Niermeier responded they would not typically not have a list of roads since it is requesting a budget transfer. The 46 roads are listed in the monthly report, which is currently on the webpage, and a hard copy in your Council mailbox.

Ms. D. Myers stated she would like it posted. The last time we touched Penny projects in the Lower Richland community she got a lot of blow back from people who have accused Council of rationally the Penny Program on the back of Lower Richland. She wants it to be clear that neither her, nor Ms. Newton, is allowing anything close to that to happen. We are rationalizing money from year to year. Because that widening is not on task for this year, and does not need the money now, there are 46 roads that will be completed. We are transferring money to pay contractors, and will realize a benefit of having roads completed 5 months early, but still doing what we promised under the referendum. Just because we are shifting to make an early payment, we are not taking away from any project in the Lower Richland community. The Council is committed to the community, as it is other communities.

Mr. Jackson stated, as the Chair of the Transportation Ad Hoc Committee, he would like to enjoin his name with Ms. D. Myers and Ms. Newton, in regards to anyone rationalizing the moving of funds from one district to another. He noted this is not the first time a transfer has occurred because projects finish early, and we need funds sooner than the budget will allow. We move funding to pay for those projects that have finished early, with the documentation that, when the funding does come in, it automatically goes back to the account it was moved from. Any insinuation that does not happen, or there needs to be a double-check, this is a fiscal financial responsibility that happens automatically. For the record, there has not been any attempt by the Transportation Ad Hoc Committee to realign funds from projects that have not started. You can be assured once those projects begin those funds will be there.

Ms. Dickerson stated you know how she feels about the Upper Richland County/Cedar Creek area where there has been a lot of transferring of funds. Therefore, she wants to go on record in agreement with Ms. D. Myers, Ms. Newton and Mr. Jackson.

Mr. Jackson moved, seconded by Ms. Dickerson, to accept staff's recommendation.

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

The vote in favor was unanimous.

Mr. Jackson moved, seconded by Ms. Dickerson, to reconsider this item.

Opposed: Malinowski, Dickerson, McBride, Livingston, Terracio, Walker, Jackson, Myers and Newton

The motion for reconsideration failed.

- b. COVID-19 Pandemic Relief Grant Update – Award Recommendations – Ms. A. Myers noted, as of May 19th, we have had 30 new applicants. The 2nd round of applications closed on May 18th for review. Many of the non-profits have been focused on homelessness. For small businesses, the largest category was for salons and barbershops, and minority owned. Overall, what we are seeing is there has been a decrease in the size of businesses. Whereas, there may have been one that had 16 – 50 employees, which has decreased in size due to COVID-19. The committee has made its recommendations for funding, which are included in the agenda packet, for your review. We also included other resources available for COVID-19 for community members.

Ms. D. Myers thanked staff for listing out the businesses as either a small business or a non-profit. For future reference, she requested the addresses be provided so they can ascertain whether they are in the unincorporated part of the County. With regard to the non-profits, there are several of them that are at \$10,000. She inquired if there is some rationale where they are in need of greater funds than we could provide, so that number was assigned, or how did you get there.

Ms. A. Myers responded, in regard to the non-profits, we funded up to \$10,000, which was the most frequently requested amount.

Ms. D. Myers stated there is one on the list that is recommended for \$99,500.

Ms. A. Myers responded the most frequently requested, and recommended amount, for the non-profits was \$10,000. There was an entity that requested \$99,500, and it was recommended to award them that amount.

Ms. D. Myers stated, with regard to the entity that requested \$99,500, she would like some more information as to where they are providing relief because that represents a large portion of what we have available to give. She wants to be clear that they are reaching more agencies, peoples, and entities than could otherwise be reached by smaller grants.

Ms. Keefer stated their understanding on the "Non-Profit Grant Review Committee" was there was no cap on the amount of grant funding they could request, unlike the small business grants. This entity had asked for far more than the \$99,500 that is being recommended. The review committee is recommending to cover what they classified as program expenses to serve 65 households in some of the most vulnerable populations in the County (i.e. zip codes 29203, 29223 and 29210). The bulk of

the funds are to be used to provide rental assistance, utility assistance, and help with mortgage payments, as well as to help restock the food pantry at the Cooperative Ministry. From the committee's perspective, this was exactly the kind of relief that we understood Council wanted to provide. We explored to see if they were receiving funding from other sources. Especially since Midlands Gives was going on at the same time. We did find they received additional grant funding for COVID-19 relief through Midlands Gives, and they did note they were serving more families and households than they anticipated. For all those reasons, the committee felt this was a valid grant request, and that it was serving a number of people with the needs Council was hoping to fulfill.

Ms. D. Myers stated, for clarification, Ms. Keefer said they will serve 65 families per week. She would like this entity to reach out to all of the zip codes because there are people in need in the zip codes Ms. Keefer mentioned, but there are people in need in other zip codes, as well.

Mr. Malinowski stated, for clarification, that all of the funding provided by the County was supposed to be used in unincorporated Richland County.

Ms. D. Myers responded that was her understanding.

Mr. Malinowski stated there is a chart on p. 201 that says 35% is being utilized in incorporated Richland County.

Ms. A. Myers responded, the point was raised, that because the individuals who live in incorporated Richland County are also taxpayers, they should also be able to receive some of the funding. The majority of the funds should be allocated toward unincorporated, but that did not mean that people in the incorporated areas were ineligible to receive funding.

Mr. Malinowski inquired if we have any way of assuring that these people are not double-dipping because the City is also giving money.

Ms. A. Myers responded the grant applicant did have to sign a statement indicating they would not "double-dip", when they signed their application agreement.

Mr. Malinowski inquired if the City has provided any funds to the unincorporated area.

Ms. A. Myers responded not to her knowledge. She has included what was available on their website within the agenda packet. She noted we are also coordinating with other entities that are doing this type of grant funding, to include the City of Columbia, so we do exchange information.

Mr. Malinowski stated on p. 209 it says, "The Midlands Response Fund was established in March 2020", which was 1 ½ months before we decided to make funds available. He inquired if there were not any other groups established that could have been used.

Ms. A. Myers responded we are not using them. This was just to show what other resources are available in the community for other people to use. She noted that 65% of the small business grant funds were recommended to be awarded to the unincorporated area, and 35% of the funds would go toward the incorporated area.

Mr. Malinowski requested a copy of the backup documents that does not have the information cut off on the left side.

Ms. McBride stated she would not have voted for the grant funding if it had not included funding both the incorporated and unincorporated areas. Additionally, even in the incorporated area, there was only a minimal amount of dollars, so only a few people received funding. She is glad we had the wisdom to include the unincorporated and incorporated areas. The other area of concern is she is having difficulty in following the matrix. She inquired if this is a conclusive summary, and includes everyone that has applied.

Ms. A. Myers responded it does not. There were over 400 applications. We only provided those that were recommended for award.

Ms. McBride stated she would like to see the applications for all of those that applied. The information provided does not give her any information to vote on other than what the review committee recommended. We do not have any idea what these people will be doing. It is not enough information for her to make a good decision on.

Mr. Walker moved, seconded by Ms. Terracio, to approve staff's recommendation.

Ms. D. Myers stated she is going to vote in favor of this because these organizations need the money. For future reference, she would request staff to provide more backup information, and also to consider the recommendation we made earlier today about having the names of the people on the committee provided to Council. In addition, to perhaps involve at least one member of the body on the committee.

Mr. Jackson stated he looked at the backup documentation and noticed there were no barbershops. He thought it was a little odd, since everyone has been talking about barbershops being one of the categories of people we wanted to help.

Ms. Dickerson stated we may not have gotten any applications from barbershops, so she would like to see if there were any.

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

The vote in favor was unanimous.

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

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

In Favor: McBride

The motion for reconsideration failed.

19. EXECUTIVE SESSION

- a. Personnel Matter – Mr. Brown stated it is his recommendation is to uphold the Grievance Committee's recommendation; therefore, Executive Session may not be necessary.

Mr. Malinowski stated we normally get this information in our agenda packet, and he does not have anything. If it is the one item he is thinking of, it came via email and he did not realize we were taking action on it at tonight's meeting.

Mr. Malinowski moved, seconded by Mr. Walker, to defer this item until the June 16th Council meeting.

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

Opposed: Manning

The vote in favor was unanimous.

Ms. McBride inquired if the County has received any funds from the CARES Act.

Mr. Brown responded that the County has not received any, but there are a couple programs that we have applied for that has CARES Act funding related to them.

20. **MOTION PERIOD**

- a. Direct the Administrator to have Richland County staff, in conjunction with the Solicitor's/Magistrate's Office, provide financial assistance to individuals wearing any type of court ordered monitoring device. Richland County is providing assistance to businesses and individuals who suffered financially due to the pandemic. Those individuals are also affected financially. Courts have been closed or operating at less than optimum levels and those individuals who would have had their case already heard would not continue to incur these expenses. [MALINOWSKI] – This item was referred to the Detention Center Ad Hoc Committee.

21. **ADJOURNMENT** – The meeting adjourned at approximately 8:22 PM.

Richland County Council Request for Action

Subject:

Authorizing the expansion of the boundaries of the I-77 Corridor Regional Industrial Park jointly developed with Fairfield County to include certain property located in Richland County; the execution and delivery of a Public Infrastructure Credit Agreement to provide for public infrastructure credits to Washington & Assembly, LLC, a company previously identified as Project Novel; and other related matters

Notes:

First Reading: February 18, 2020
Second Reading: March 3, 2020
Third Reading: June 11, 2020 {Tentative}
Public Hearing: June 11, 2020

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

AUTHORIZING THE EXPANSION OF THE BOUNDARIES OF THE I-77 CORRIDOR REGIONAL INDUSTRIAL PARK JOINTLY DEVELOPED WITH FAIRFIELD COUNTY TO INCLUDE CERTAIN PROPERTY LOCATED IN RICHLAND COUNTY; THE EXECUTION AND DELIVERY OF A PUBLIC INFRASTRUCTURE CREDIT AGREEMENT TO PROVIDE FOR PUBLIC INFRASTRUCTURE CREDITS TO WASHINGTON & ASSEMBLY, LLC, A COMPANY PREVIOUSLY IDENTIFIED AS PROJECT NOVEL; AND OTHER RELATED MATTERS.

WHEREAS, Richland County (“County”), acting by and through its County Council (“County Council”), is authorized pursuant to the provisions of Article VIII, Section 13(D) of the South Carolina Constitution and the provisions of Title 4, Chapter 1 of the Code of Laws of South Carolina, 1976, as amended (collectively, “Act”), to (i) develop a multicounty park with counties having contiguous borders with the County; and (ii) include property in the multicounty park, which inclusion under the terms of the Act (A) makes such property exempt from *ad valorem* property taxes, and (B) changes the character of the annual receipts from such property to fees-in-lieu of *ad valorem* property taxes in an amount equal to the *ad valorem* taxes that would have been due and payable but for the location of the property in such multicounty park (“Fee Payments”);

WHEREAS, the County is further authorized by Section 4-1-175 of the Act, to grant credits against Fee Payments (“Public Infrastructure Credit”) to pay costs of, amongst other things, designing, acquiring, constructing, improving or expanding infrastructure serving the County (collectively, “Public Infrastructure”);

WHEREAS, pursuant to the authority provided in the Act, the County has developed with Fairfield County, South Carolina (“Fairfield”), the I-77 Corridor Regional Industrial Park (“Park”) and executed the Amended and Restated Master Agreement Governing the I-77 Corridor Regional Industrial Park, dated September 1, 2018 (“Park Agreement”), which governs the operation of the Park;

WHEREAS, Washington & Assembly, LLC, a limited liability company organized and existing under the laws of the State of Delaware and previously identified as Project Novel (and/or a related or affiliated entity, collectively or alternatively, the “Company”), has, as part of a commercial development to be located in the County, committed to establish market rate housing in the County (“Project”) including, and to be located on, land more particularly identified in the Agreement (as hereinafter defined) (“Land”), consisting of total taxable investment by the Company in real and personal property of not less than \$80,000,000, and in connection with the Project, anticipates making investment in certain Public Infrastructure;

WHEREAS, at the Company’s request, the County desires to expand the boundaries of the Park and to amend the Park Agreement to include the Land and other real and personal property comprising the Project (“Property”) in the Park; and

WHEREAS, the County further desires to enter into a Public Infrastructure Credit Agreement between the County and the Company, the substantially final form of which is attached as Exhibit A (“Agreement”), to provide Public Infrastructure Credits against the Company’s Fee Payments with respect to the Project for the purpose of assisting in paying the costs of certain Public Infrastructure invested by the Company at, in, or in connection with, the Project, subject to the terms and conditions set forth in the Agreement.

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

Section 1. *Statutory Findings.* Based on representations made by the Company to the County, the County finds that the Project and the Public Infrastructure will enhance the economic development of the County and promote the welfare of its citizens.

Section 2. *Expansion of the Park Boundaries, Inclusion of Property.* The expansion of the Park boundaries and an amendment to the Park Agreement to include the Property in the Park is authorized. The Chair of County Council (“Chair”), is authorized to execute such documents and take such further actions as may be necessary to complete the expansion of the Park boundaries and the amendment to the Park Agreement. Pursuant to the terms of the Park Agreement, the expansion of the Park’s boundaries to include the Property is complete on the adoption of this Ordinance by County Council, receipt of the consent of the City of Columbia, the municipality in which the Property is located, as to the inclusion of the Property in the Park, and delivery of written notice to Fairfield of the inclusion of the Property, which written notice shall include a copy of this Ordinance and identification of the Property.

Section 3. *Approval of Public Infrastructure Credit; Authorization to Execute and Deliver Agreement.* The Public Infrastructure Credits, as more particularly set forth in the Agreement, against the Company’s Fee Payments with respect to the Project are approved. The form, terms and provisions of the Agreement that is before this meeting are approved and all of the Agreement’s terms are incorporated in this Ordinance by reference as if the Agreement was set out in this Ordinance in its entirety. The Chair is authorized and directed to execute the 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 Agreement and to deliver the Agreement to the Company.

Section 4. *Further Assurances.* The County Council confirms the authority of the Chair, the County Administrator, the Director of Economic Development and 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 Company under this Ordinance and the 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, 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: February 18, 2020
Second Reading: March 3, 2020
Public Hearing: June 16, 2020
Third Reading: June 16, 2020

EXHIBIT A
FORM OF AGREEMENT

PUBLIC INFRASTRUCTURE CREDIT AGREEMENT

by and between

RICHLAND COUNTY, SOUTH CAROLINA

and

WASHINGTON & ASSEMBLY, LLC

Effective as of: June 16, 2020

PUBLIC INFRASTRUCTURE CREDIT AGREEMENT

This PUBLIC INFRASTRUCTURE CREDIT AGREEMENT, effective as of June 16, 2020 (“Agreement”), is by and between RICHLAND COUNTY, SOUTH CAROLINA, a body politic and corporate, and a political subdivision of the State of South Carolina (“County”), and WASHINGTON & ASSEMBLY, LLC, a Delaware limited liability company and previously identified as Project Novel (as hereinafter defined “Company” together with the County, “Parties,” each, a “Party”).

WITNESSETH:

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

WHEREAS, the County is further authorized by Section 4-1-175 of the Act to grant credits against Fee Payments (“Public Infrastructure Credit”) to pay costs of, amongst other things, designing, acquiring, constructing, improving or expanding public infrastructure serving the County (collectively, “Public Infrastructure”);

WHEREAS, pursuant to the authority provided in the Act, the County has developed with Fairfield County, South Carolina, the I-77 Corridor Regional Industrial Park (“Park”) and executed the “Amended and Restated Master Agreement Governing the I-77 Corridor Regional Industrial Park” dated September 1, 2018 (“Park Agreement”), which governs the operation of the Park;

WHEREAS, as part of a commercial development to be located in the County, the Company has committed to establish market rate housing in the County (“Project”) including, and to be located on, land more particularly identified by Exhibit A (“Land”), consisting of total taxable investment by the Company in real and personal property of not less than \$80,000,000, and in connection with the Project, anticipates making investment in certain Public Infrastructure as further described herein;

WHEREAS, by an ordinance enacted on June 16, 2020 (“Ordinance”), the County authorized the expansion of the boundaries of the Park and an amendment to the Park Agreement to include the Land and other real and personal property comprising the Project (“Property”) in the Park, and the City of Columbia, South Carolina consented to such expansion of Park boundaries by an ordinance enacted on June 2, 2020 in accordance with Section 4-1-170(C) of the Act;

WHEREAS, pursuant to the Ordinance, the County further authorized the execution and delivery of this Agreement to provide Public Infrastructure Credits against the Company’s Fee Payments with respect to the Project for the purpose of assisting in paying the costs of certain Public Infrastructure invested by the Company at, in, or in connection with, the Project, subject to the terms and conditions below.

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

ARTICLE I REPRESENTATIONS

Section 1.1. *Representations by the County.* The County represents to the Company as follows:

- (a) The County is a body politic and corporate and a political subdivision of the State of South Carolina;
- (b) The County is authorized and empowered by the provisions of the Act to enter into and carry out its obligations under this Agreement;
- (c) The County has duly authorized and approved the execution and delivery of this Agreement by adoption of the Ordinance in accordance with the procedural requirements of the Act and any other applicable state law;
- (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 Agreement;
- (e) The County has approved the inclusion of the Property in the Park; and
- (f) Based on representations made by the Company to the County, the County has determined the Project and the Public Infrastructure, including, but not limited to, the Company Public Infrastructure, will enhance the economic development of the County and promote the welfare of its citizens. Therefore, the County is entering into this Agreement for the purpose of promoting the economic development of the County and the welfare of its citizens.

Section 1.2. *Representations and Covenants by the Company.* The Company represents to the County as follows:

- (a) The Company is in good standing under the laws of the State of Delaware, has power to conduct business in the State of South Carolina and enter into this Agreement, and by proper company action has authorized the officials signing this Agreement to execute and deliver it;
- (b) The Company will use commercially reasonable efforts to achieve the Investment Commitment, each as defined below, at the Project;
- (c) The Company's execution and delivery of this Agreement, and its compliance with the provisions of this Agreement do not result in a default under any agreement or instrument to which the Company is now a party or by which it is bound; and
- (d) The Company covenants to complete any and all Company Public Infrastructure (as defined herein) in a workmanlike manner and in accordance with all applicable codes and regulations.

ARTICLE II PUBLIC INFRASTRUCTURE CREDITS

Section 2.1. *Investment Commitment.* The Company shall invest not less than \$80,000,000 in taxable property in the Project ("Investment Commitment") by June 16, 2025 ("Certification Deadline"). The Company shall certify to the County achievement of the Investment Commitment on a date no later than the Certification Deadline ("Certification Date"), by providing documentation, which documentation may include, without limitation, pay applications, invoices, and accounting logs, and, only with respect to the personal property portion of the Project, any SCDOR PT-100 filed by the Company with respect to the

Project, to the County's Economic Development Department sufficient to reflect achievement of the Investment Commitment, in form and substance reasonably acceptable to the County. Notwithstanding anything in this Agreement to the contrary, the Certification Date shall not be later than, and may not be extended past, the last day of the year which is five years after the effective date of this Agreement. If the Company fails to achieve and so certify the Investment Commitment by the Certification Deadline, the County may terminate this Agreement and, upon any such termination, the Company shall no longer be entitled to any further benefits under this Agreement.

Section 2.2. Public Infrastructure Commitment.

(a) Prior to receiving the Public Infrastructure Credits under this Agreement, the Company shall make an investment in Public Infrastructure in the County which may be comprised of any or all of the following improvements and facilities benefitting the public or dedicated to public use: water, sewer, or stormwater improvements, greenspaces, recreation or community facilities, pedestrian or transportation facilities, parking facilities, facade redevelopment, roadway improvements, and energy production or communications technology infrastructure. Public Infrastructure may also include expenditures on the eradication of blight.

(b) In connection with the Project, the Company has committed with commercially reasonable efforts to invest in the Public Infrastructure as described on Exhibit B hereto ("Company Public Infrastructure"). The Company shall certify its actual investment in the Company Public Infrastructure to the County on the Certification Date, by providing documentation, which documentation may include, without limitation, pay applications, invoices, and accounting logs, to the County's Economic Development Department sufficient to reflect the Company's investment in the Company Public Infrastructure, in form and substance reasonably acceptable to the County. If the Company fails to substantially complete the Company Public Infrastructure by the Certification Deadline in the cumulative total investment amount set forth in Exhibit B hereto, then the Company may not be entitled to the full value of the Public Infrastructure Credit as provided by this Agreement.

(c) Following the Certification Date, the County's Economic Development Department shall have 30 days ("Verification Deadline") to verify the Company's investment in the Company Public Infrastructure. The County has the right to exclude from the investment in Company Public Infrastructure certified by the Company any costs the County determines, in its sole discretion, to be ineligible costs. The County may also reject any Company Public Infrastructure investment as ineligible if the County determines, in its sole discretion, that it has not been completed in a workmanlike manner or in accordance with applicable codes or regulations. The County's Economic Development Department shall, on a date no later than the Verification Deadline (the "Verification Date"), provide to the Company, by written notice, the County's determination of the verified amount of Company Public Infrastructure investment. Failure to provide such a written determination by the Verification Deadline shall be deemed to be a determination by the County that all Company Public Infrastructure investment certified by the Company is verified as eligible costs, and, in such event, the Verification Date shall be deemed to be the Verification Deadline.

Section 2.3. Public Infrastructure Credit.

(a) To assist in paying for costs of Company Public Infrastructure, the County shall provide a Public Infrastructure Credit against each of the Company's Fee Payments due with respect to the Project, commencing with the first Fee Payment following the Verification Date. The term, amount and calculation of the Public Infrastructure Credit is described in Exhibit B.

(b) For each tax year for which the Company is entitled to a Public Infrastructure Credit ("Credit Term"), the County shall prepare and issue the Company's annual Fee Payment bill with respect

to the Project net of the Public Infrastructure Credit set forth in **Section 2.3 (a)** (“Net Fee Payment”). Following receipt of the bill, the Company shall timely remit the Net Fee Payment to the County in accordance with applicable law.

(c) THIS AGREEMENT AND THE PUBLIC INFRASTRUCTURE CREDITS PROVIDED BY THIS AGREEMENT ARE LIMITED OBLIGATIONS OF THE COUNTY. THE PUBLIC INFRASTRUCTURE CREDITS ARE DERIVED SOLELY FROM AND TO THE EXTENT OF THE FEE PAYMENTS MADE BY THE COMPANY TO THE COUNTY PURSUANT TO THE ACT AND THE PARK AGREEMENT. THE PUBLIC INFRASTRUCTURE CREDITS DO NOT AND SHALL NOT CONSTITUTE A GENERAL OBLIGATION OF THE COUNTY OR ANY MUNICIPALITY WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY LIMITATION AND DO NOT AND SHALL NOT CONSTITUTE OR GIVE RISE TO A PECUNIARY LIABILITY OF THE COUNTY OR ANY MUNICIPALITY OR A CHARGE AGAINST THE GENERAL CREDIT OR TAXING POWER OF THE COUNTY OR ANY MUNICIPALITY. THE FULL FAITH, CREDIT, AND TAXING POWER OF THE COUNTY OR ANY MUNICIPALITY ARE NOT PLEDGED FOR THE PROVISION OF THE PUBLIC INFRASTRUCTURE CREDITS.

(d) The County makes no representation or warranty with respect to the Company Public Infrastructure. The execution and delivery of this Agreement and the extension of the Public Infrastructure Credit do not constitute a commitment by the County to maintain the Company Public Infrastructure.

Section 2.4. Filings; Administration. To assist the County in administering the Public Infrastructure Credit, with respect to the Company’s Fee Payments due with respect to the personal property portion of the Project, the Company shall, for each tax year corresponding to the Credit Term, prepare and file a separate schedule to the SCDOR PT-100 with respect to the personal property portion of the Project. Additionally, the Company shall, on or before January 31 of each year following the commencement of the Credit Term, deliver to the Economic Development Director of the County the information required by the terms of the County’s Resolution dated December 12, 2017, which is attached hereto as Exhibit C, as may be amended by subsequent resolution, with respect to the Company.

Section 2.5 Cumulative Public Infrastructure Credit. The cumulative dollar amount of the Public Infrastructure Credit shall not exceed the amount invested by the Company in Company Public Infrastructure, as verified, or deemed verified, by the County on or before the Verification Deadline. The County Economic Development Department shall provide the verified investment amount to the County Auditor for purposes of applying the Public Infrastructure Credit in accordance with **Section 2.3** of this Agreement.

ARTICLE III DEFAULTS AND REMEDIES

Section 3.1. Events of Default. The following are “Events of Default” under this Agreement:

(a) Failure by the Company to make a Net Fee Payment, which failure has not been cured within 30 days following receipt of written notice from the County specifying the delinquency in payment and requesting that it be remedied;

(b) An abandonment or closure of the Project; for purposes of this Agreement, “abandonment or closure of the Project” means failure to place all or a portion of the Project in service by December 31, 2025;

(c) A representation or warranty made by the Company which is deemed materially incorrect when deemed made;

(d) Failure by the Company to perform any of the terms, conditions, obligations, or covenants under this Agreement (other than those described in **Sections 2.1** and **2.2** and under **(a)** above), which failure has not been cured within 30 days after written notice from the County to the Company specifying such failure and requesting that it be remedied, unless the Company has instituted corrective action within the 30-day period and is diligently pursuing corrective action until the default is corrected, in which case the 30-day period is extended to include the period during which the Company is diligently pursuing corrective action;

(e) A representation or warranty made by the County which is deemed materially incorrect when deemed made; or

(f) Failure by the County to perform any of the terms, conditions, obligations, or covenants hereunder, which failure has not been cured within 30 days after written notice from the Company to the County specifying such failure and requesting that it be remedied, unless the County has instituted corrective action within the 30-day period and is diligently pursuing corrective action until the default is corrected, in which case the 30-day period is extended to include the period during which the County is diligently pursuing corrective action.

Section 3.2. Remedies on Default.

(a) If an Event of Default by the Company has occurred and is continuing, then the County may take any one or more of the following remedial actions:

(i) terminate the 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 Company may take one or more of the following actions:

(i) bring an action for specific enforcement;

(ii) terminate the 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 3.3. 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 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 3.4. Remedies Not Exclusive. No remedy described in this 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 Agreement or existing at law or in equity or by statute.

Section 3.5. *Nonwaiver.* A delay or omission by the Company or County to exercise any right or power accruing on an Event of Default does not waive such right or power and is not deemed to be a waiver or acquiescence of the Event of Default. Every power and remedy given to the Company or County by this Agreement may be exercised from time to time and as often as may be deemed expedient.

ARTICLE IV MISCELLANEOUS

Section 4.1. *Examination of Records; Confidentiality.*

(a) The County and its authorized agents, at any reasonable time on prior notice, may enter and examine the Project and have access to and examine the Company's books and records relating to the Project for the purposes of (i) identifying the Project; (ii) confirming achievement of the Investment Commitment; (iii) verifying the investment in Public Infrastructure; and (iv) 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).

(b) The County acknowledges that the Company 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 Company. The Company may clearly label any Confidential Information delivered to the County pursuant to this 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 Company 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 Company 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 Company to obtain judicial or other relief from such disclosure requirement.

Section 4.2. *Assignment.* The Company may assign or otherwise transfer any of its rights and interests in this Agreement on prior written consent of the County, which may be given by resolution, and which consent will not be unreasonably conditioned, withheld, or delayed. Notwithstanding the foregoing, any assignment of this Agreement, in whole or in part, to an affiliated entity of the Company is hereby approved without any further action of the County Council. The County's Director of Economic Development must receive notice of any assignment to an affiliated entity of the Company. For purposes of this Agreement, "affiliated entity" shall mean any corporation, limited liability company, partnership or other person or entity which now or hereafter owns all or part of the Company or which is now or hereafter owned in whole or in part by the Company, or by any partner, shareholder or owner of the Company, and shall also include any subsidiary, affiliate or other person, individual, or entity who now or hereafter bears a relationship to the Company as described in Section 267(b) of the Internal Revenue Code.

Section 4.3. *Provisions of Agreement for Sole Benefit of County and Company.* Except as otherwise specifically provided in this Agreement, nothing in this Agreement expressed or implied confers on any person or entity other than the County and the Company any right, remedy, or claim under or by reason of this Agreement, this Agreement being intended to be for the sole and exclusive benefit of the County and the Company.

Section 4.4. *Severability.* If any provision of this Agreement is declared illegal, invalid, or unenforceable for any reason, the remaining provisions of this 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 Agreement.

Section 4.5. *Limitation of Liability.*

(a) The County is not liable to the Company for any costs, expenses, losses, damages, claims or actions in connection with this Agreement, except from amounts received by the County from the Company under this Agreement.

(b) All covenants, stipulations, promises, agreements and obligations of the County contained in this 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 or performance of any of the covenants and agreements under this Agreement or for any claims based on this Agreement may be had against any member of County Council or any elected official, officer, agent, servant or employee of the County except solely in their official capacity.

(c) The County is not responsible for the Company Public Infrastructure and disclaims all liability with respect to the Company Public Infrastructure.

Section 4.6. *Indemnification Covenant.*

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

(b) The 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 paragraph (a) above. The County shall provide a statement of the costs incurred in the response or defense, and the Company shall pay the County within 30 days of receipt of the statement. The Company may request reasonable documentation evidencing the costs shown on the statement. However, the County is not required to provide any documentation which may be privileged or confidential to evidence the costs.

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

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

(e) An Indemnified Party may not avail itself of the indemnification or reimbursement of costs provided in this Section unless it provides the Company with prompt notice, reasonable under the

“Administration Expenses” means the reasonable expenses incurred by the County in the negotiation, approval and implementation of the terms and provisions of this Agreement, including reasonable attorneys’ fees. Administration Expenses do not include any costs, expenses, including attorneys’ fees, incurred by the County (i) in defending challenges to the Fee Payments or Public Infrastructure Credits brought by third parties or the Company or its affiliates and related entities, or (ii) in connection with matters arising at the request of the Company outside of the immediate scope of this Agreement, including amendments to the terms of this Agreement. The payment by the Company 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.

Section 4.9. Entire Agreement. This Agreement expresses the entire understanding and all agreements of the Parties with each other, and neither Party is 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 of this Agreement.

Section 4.10. Agreement to Sign Other Documents. From time to time, and at the expense of the Company, to the extent any expense is incurred, the County agrees to execute and deliver to the Company such additional instruments as the Company may reasonably request and as are authorized by law and reasonably within the purposes and scope of the Act and this Agreement to effectuate the purposes of this Agreement.

Section 4.11. Agreement’s Construction. Each Party and its counsel have reviewed this 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 Agreement or any amendments or exhibits to this Agreement.

Section 4.12. Applicable Law. South Carolina law, exclusive of its conflicts of law provisions that would refer the governance of this Agreement to the laws of another jurisdiction, governs this Agreement and all documents executed in connection with this Agreement.

Section 4.13. Counterparts. This Agreement may be executed in any number of counterparts, and all of the counterparts together constitute one and the same instrument.

Section 4.14. Amendments. This Agreement may be amended only by written agreement of the Parties.

Section 4.15. Waiver. Either Party may waive compliance by the other Party with any term or condition of this Agreement but the waiver is valid only if it is in a writing signed by the waiving Party.

Section 4.16. Termination. Unless first terminated under any other provision of this Agreement, this Agreement terminates on the expiration of the Credit Term and payment by the Company of any outstanding Net Fee Payment due on the Project pursuant to the terms of this Agreement.

Section 4.17. Business Day. If any action, payment, or notice is, by the terms of this 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 Agreement, and no interest will accrue in the interim.

[TWO SIGNATURE PAGES FOLLOW]

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

RICHLAND COUNTY, SOUTH CAROLINA

Chair, Richland County Council

(SEAL)
ATTEST:

Clerk to Council, Richland County Council

[SIGNATURE PAGE 1 TO PUBLIC INFRASTRUCTURE CREDIT AGREEMENT]

IN WITNESS WHEREOF, WASHINGTON & ASSEMBLY, LLC has caused this Agreement to be executed by its authorized officer(s), effective the day and year first above written.

WASHINGTON & ASSEMBLY, LLC

By: _____

Name: _____

Its: _____

[SIGNATURE PAGE 2 TO PUBLIC INFRASTRUCTURE CREDIT AGREEMENT]

EXHIBIT A

LAND DESCRIPTION

TRACT 1

All that certain piece, parcel or lot of land situate, lying and being on the west side of Assembly Street, between Washington and Hampton Streets, in the City of Columbia, County of Richland and State South Carolina, known as 1413 Assembly Street, and being bounded as follows: North by lot now or formerly of Ruby Williamson Ebert, and measuring thereon Two Hundred Eight feet Eight Inches (208'8") more or less; East by Assembly Street and fronting thereon Fifty Feet (50') more or less; South by property of W.L. Hampton, Sr. and K.&G. Golding Co. and measuring thereon Two Hundred Eight Feet and Eight Inches (208'8") more or less; West by lot of W.L. Hampton, Sr., and measuring thereon Fifty Feet (50').

TMS No.: R09013-03-06

TRACT 2

All that certain piece, parcel or lot of land with various improvements thereon, situate, lying and being on the western side of Assembly Street, between Washington and Hampton Streets, in the City of Columbia, County of Richland and State South Carolina, being rectangular in shape and measuring One Hundred Forty-Four (144') feet, more or less, on the Northern and Southern sides; Thirty-Five Feet Ten Inches (35'10"), more or less, on its Eastern and Western sides, bounded on the North by lot now or formerly of Stackhouse, East by Assembly Street, South by Lot now or formerly of Hardy, or others, West by lot now or formerly of Berry.

TMS No.: R09013-03-07

TRACT 3

All that certain piece, parcel or lot of land together with the improvements thereon (known as Nos. 1405-1407 Assembly Street), situate, lying and being on the Western side of Assembly Street, between Washington and Hampton Streets, in the City of Columbia, in School District No. 1 of Richland County, State of South Carolina, being in the shape of a rectangle, measuring on its Northern and Southern sides Fifty-Three and One Hundred Seventy-Five Thousandths (53.175') feet, more or less, and on its Eastern and Western sides Thirty-Seven and Seventy-Five Thousandths (37.075') feet, more or less, being bounded as follows, to-wit: On the North by lot now or formerly of Evans; on the East by the said Assembly Street; on the South by lot now or formerly of Kirby; and on the West by lot now or formerly of Saluda Investment Company.

TMS No.: R09013-03-08

TRACT 4

All that certain piece, parcel or lot of land situate, lying and being on the Northern side of Washington Street, between Assembly and Park (Gates) Streets, in the City of Columbia, South Carolina, being in shape a rectangle, measuring on its northern and southern sides eighty-nine (89') feet, more or less, and on its eastern and western sides seventy-three (73') feet, more or less, being bounded on the north and east by lands now or formerly of Hiller, on the south by said Washington Street, and on the west by premises known as 1017 Washington Street; said premises being known as 1019-21-27 Washington Street.

TMS No.: R09013-03-10

TRACT 5

All those two certain pieces, parcels or lots of land situate, together with the improvements thereon, known as No. 1015 and No. 1017 Washington Street, situate, lying and being on the North side of Washington Street, between Assembly and Park Street, in the City of Columbia, County of Richland, State of South Carolina. Said lots together measuring on its Northern and Southern sides Sixty-Two feet Five Inches and on its Eastern and Western sides One Hundred Ten feet; be all the said measurements a little more or less, and said lots being bounded as follows: On the North by property now of W.L. Hampton, Formerly Robinson and Sweeney; on the East by property of W.L. Hampton, formerly of Belser; on the South by Washington Street, fronting thereon; and on the West by property of W.L. Hampton, formerly of Ray and Sessions.

Together with all right, title and interest, if any, in and to a strip Two feet in width extending along the Northern boundary line of the lots hereinabove conveyed and a strip One foot in width extending along the Eastern boundary of the lot herein conveyed; said rights and privileges being set forth in deed of Cornelious C. Reamer to Oskar Konrad and Fanny Konrad recorded in Deed Book "BT" at Page 73 on August 31, 1917.

TMS No.: R09013-03-11 and R09013-03-12

TRACT 6

All that certain piece, parcel or lot of land situate, lying and being on the Northern side of Washington Street, between Assembly Street and Park Street, in the City of Columbia, County of Richland and State of South Carolina, being a rectangle measuring on its northern and southern sides Fifty-two (52') feet Two (2") inches, more or less, and on its eastern and western sides Two Hundred Eight (208') feet Eight (8") inches, more or less, and being bounded on the North by lots now or formerly of Starling and David; on the East by lots now or formerly of Vreman or David and Metze; on the South by Washington Street, and on the West by property now or formerly of Stokes.

Less and Excluding from Tract 6:

All that piece, parcel or lot of land, with improvements thereon, situate, lying and being located in the City of Columbia, County of Richland, State of South Carolina, being shown and delineated as Parcel A, containing 0.051 Acres, also shown as containing 2,218 square feet, more or less, on a plat prepared for Richland County Library by Survey One, LLC dated June 29, 2017 and recorded in Plat Book 2246 at Page 3349 in the Register of Deeds for Richland County and having such metes and bounds as will be shown by reference to said plat. The metes and bounds shown on said plat are incorporated herein reference.

TMS No.: R0913-03-13

TRACT 7

All that certain piece, parcel or tract of land, together with the improvements thereon, situate, lying and being on the Northwest corner of the intersection of Washington Street and Assembly Street, in the City of Columbia, County of Richland, State of South Carolina, being shown on a plat prepared for Angeline Miller and Robert Miller by Gene L. Dinkins, RLS, dated May 6, 1985 and recorded in Plat Book 50 at Page 4168, Office of the Register of Deeds for Richland County, and being more particularly described according to said plat as follows: Beginning at a nail approximately 50 feet from the center line of the right of way of Washington Street and approximately 75 feet from the center line of the right of way of Assembly Street, being at the Northwest intersection of said streets, and running S66°19'W for a distance of 53.97 feet to a

point; thence turning and running $N23^{\circ}43'W$ for a distance of 35.58 feet to a point; thence turning and running $N66^{\circ}20'E$ for a distance of 54.14 feet to a point; thence turning and running $S23^{\circ}27'E$ for a distance of 35.57 feet to the point of beginning.

TMS No.: R09013-03-09

EXHIBIT B (See Section 2.2)

DESCRIPTION OF COMPANY PUBLIC INFRASTRUCTURE

The Company Public Infrastructure includes a parking deck that will provide 405 spaces to residents of the development. In addition to the parking deck, a plaza and a park-like pathway between Assembly Street and the Richland County Public Library will be constructed, as well as general infrastructure benefiting the public around the perimeter of the Project, including, but not limited to, sidewalks, lighting, and landscaping. The anticipated total cost of the Company Public Infrastructure is approximately \$14,900,000, and is further detailed below:

Company Public Infrastructure Budget Estimate	
Description	Budget
Curbs, Gutters and Sidewalks	\$34,660
Traffic Signage and Bollards	\$2,716
Street Lighting	\$50,194
Library Plaza Improvements	\$500,000
Relocate Utilities Underground	\$436,470
405 Space Private Parking Garage	\$13,132,618
General Conditions	\$774,122
Total Projected Company Public Infrastructure Costs	\$14,930,780

Notwithstanding anything above or in this Agreement to the contrary, the Company and the County acknowledge and agree that: (i) the Company Public Infrastructure shall, subject to the provisions of **Section 2.2(c)** of this Agreement, include, in addition to that described and delineated above, any Public Infrastructure invested in by the Company in connection with the Project and consisting of improvements or infrastructure included within the description of Public Infrastructure set forth in **Section 2.2** of this Agreement; and, (ii) the specific line item budget amounts listed above are current estimates and the actual expenditures made by the Company with respect to each such line item may fluctuate as the Project develops.

EXHIBIT C (See Section 2.3)

DESCRIPTION OF PUBLIC INFRASTRUCTURE CREDIT

The County shall provide a 50% Public Infrastructure Credit against the Fee Payments due and owing from the Company to the County with respect to the Project as provided in this Agreement, provided, the cumulative total amount of the Public Infrastructure Credit shall not exceed the Company's investment in the Company Public Infrastructure.

The Company is eligible to receive the Public Infrastructure Credit against each of the Company's Fee Payments due with respect to the Project for a period of 10 consecutive years, beginning with the first such Fee Payment due with respect to the Project following the Verification Date and ending on the earlier of the 10th year or the year in which the cumulative total amount of the Public Infrastructure Credit equals the Company's investment in the Company Public Infrastructure ("Credit Term").

EXHIBIT D (See Section 2.5)

**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

Richland County Council Request for Action

Subject:

An Ordinance Authorizing the temporary waiver of late fees or penalties on the payment of Hospitality Tax, Tourism Development fees and Business Service fees

Notes:

First Reading: May 19, 2020

Second Reading: June 2, 2020

Third Reading: June 11, 2020 {Tentative}

Public Hearing: June 11, 2020

STATE OF SOUTH CAROLINA
COUNTY COUNCIL FOR RICHLAND COUNTY
ORDINANCE NO. ____-20HR

AN ORDINANCE AUTHORIZING THE TEMPORARY WAIVER OF LATE FEES OR PENALTIES ON THE PAYMENT OF HOSPITALITY TAX, TOURISM DEVELOPMENT FEES, AND BUSINESS LICENSE FEES.

Pursuant to the authority 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. Due to the extraordinary circumstances surrounding the Covid-19 virus, the Richland County Council hereby suspends the imposition, payment, and collection of late fees or penalties on payments due from the Hospitality Tax (Chapter 23, Article 6), the Tourism Development Fee (012-08HR) and the Business License Fee (Chapter 16, Article I). This temporary waiver shall automatically expire on the 61st day after the Effective Date.

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 retroactively from and after April 7, 2020. The ordinance shall only be effective for 60 days from the Effective Date and shall then immediately expire.

RICHLAND COUNTY, SOUTH CAROLINA

By: _____
Paul Livingston, Chair
Richland County Council

ATTEST THIS ____ DAY OF
_____, 2020

Michelle Onley
Deputy Clerk to Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

Date of First Reading:
Date of Second Reading:
Date of Public Hearing:
Date of Third Reading:



Agenda Briefing

Prepared by	Jeff Ruble, Director		
Department:	Economic Development		
Date Prepared:	June 11, 2020	Meeting Date:	June 16, 2020
Approved for Consideration:	Assistant County Administrator	Ashley M. Powell, Assoc. AIA, AICP	
Committee	Economic Development		
Subject:	RFP Results and Recommendation for Speculative Building Developer		

Recommended Action:

Approve highest ranked vendor so that staff can begin negotiations on terms of a development agreement.

Motion Requested:

Approve highest ranked vendor so that staff can begin negotiations on terms of a development agreement.

Request for Council Reconsideration: Yes

Fiscal Impact:

No direct outlay of county funds.

Motion of Origin:

There is no associated Council motion of origin.

Council Member	
Meeting	
Date	

Discussion:

This item was forwarded for approval from the Economic Development Committee at its June 2, 2020, meeting.

Attachments:

1. Summary
2. RFQ Proposal

**Northpoint Industrial Park Speculative Building
Economic Development Committee
May 19, 2020**

Background

Northpoint is one of the oldest and most successful industrial parks in the Richland County inventory, and the county owns a 90-acre parcel -- one of the two last parcels remaining in the park. The park is strategically located on the I-77 corridor between Highway 21 and Blythewood Road, just 20 minutes north of downtown Columbia and one hour from the Charlotte Douglas International Airport. Northpoint is home to world class companies such as Koyo Bearings (JTEKT Corporation), Constantia Hueck Foils, Pure Power Technologies and Patterson Fans, to name a few.

While the Northpoint site is in a strategic location along the county's most promising industrial growth corridor, it is a challenging site for industrial users because the topography is less than ideal. For this reason, the county pursued a grant to grade a 300,000 SF building pad on its 90-acre site, with the intent of later partnering with a private developer to construct a speculative building on the pad because there is a shortage of quality industrial buildings in Richland County.

Statistics show that approximately 80% of economic development projects begin their initial site selection searches looking for an existing building. Considering these statistics, by not having quality building inventory, the county is missing out on numerous opportunities for new projects. Further, a speculative or other quality industrial building also creates the opportunity for the decision makers to visit the community, and community visits are a very important step in winning a project. Visits allow decision makers the chance to become familiar with a community and its assets. It is not uncommon for decision makers to visit a community because of a building, realize that area is the best fit for their project, and end up constructing on a greenfield site. This is a win-win situation when it happens, and will especially be the case at Northpoint since the county owns 1,349 acres contiguous to the park.

While building inventory is a key driver for projects, the County is not in position to construct a speculative building using resources in the ED fund; therefore, it was decided to pursue partnership opportunities with a private developer.

Below is a timeline showing the development of the project:

- | | |
|---------------|---|
| December 2017 | SC Department of Commerce awarded a \$500,000 grant to Richland County to assist with the cost of grading the building pad. The ED office budgeted another \$1,000,000 out of its fund for the project. |
| January 2018 | The county issued a solicitation for engineering services to design, bid and oversee construction for the project. Carlisle and Associates was chosen and awarded the contract. |
| October 2018 | The county issued a solicitation for bids for contractors to grade a 300,000 SF pad.

ED staff began discussions with private developers to gauge interest in partnering on the construction of a speculative building. |
| March 2019 | Grading begins |

- November 2019 The county issued a Request for Qualification for a private developer to partner with the county to construct a minimum of 150,000 SF building, expandable to 300,000 SF on the graded pad. The intent is for the county to provide the graded pad (valued at \$1.5 million) and the developer to construct the building. The qualifications were reviewed, and three firms were shortlisted to provide proposals: Samet Corporation, Magnus Development Partners and THS Construction.
- January 2020 A Request for Proposals was issued to the three qualified firms, and they responded with proposals at the end of the month. The selection committee reviewed and scored the proposals, and a recommendation to proceed with negotiations with Samet Corporation was made to Administration.

Requested Action

Recommendation to Council to allow Economic Development staff to proceed with negotiating terms with Samet Corporation for the construction of a speculative building on the county-owned 300,000 SF graded pad at Northpoint Industrial Park. Negotiated terms will be subject to review and approval by Administration, Legal and EDC. Once terms are solidified and approved by EDC, they will be taken to full Council for final review.



**RICHLAND COUNTY FINANCE DEPARTMENT
PROCUREMENT DIVISION**

2020 Hampton Street, Suite 3064
Columbia, SC 29201
803-576-2130

Date: April 10, 2020
To: Mr. Leonardo Brown, County Administrator
Cc: Jeff Ruble, Director of Economic Development
From: Jennifer Wladischkin, Procurement Manager *JW*
Subject: Evaluation of RC-327-P-2020 "Northpoint Speculative Building"

A Request for Qualifications RC-283-Q-2020 was issued in December, 2019. After a thorough evaluation of the submittals, the evaluation team ranked all firms in the following order:

1. Samet Corp
2. THS Construction
3. Magnus Development Partners
4. Cohn Construction Services
5. Robbins Construction Group

A Requests for Proposal was requested from the three highest ranked firms, per the ranking memo issued on January 13, 2020. The three firms invited to submit a proposal were ranked as follows:

1. Samet Corp
2. Magnus Development Partners
3. THS Construction

This project will be presented to the Economic Development Committee for approval to go to full Council.

Leonardo Brown

County Administrator

5/11/2020

Date

RC-283-Q-2020

Request for Proposals for a developer to construct a minimum of 150,000 SF Class A speculative building, expandable up to 300,000 SF on a county-owned prepared building pad designed to accommodate a building of up to 300,000 SF.

The county will provide the ~26 acre, prepared site to the project and will utilize the marketing resources and incentive tools available to the economic development department to secure an end user. The county is seeking proposals from previously qualified developers that: 1) demonstrate a clear understanding of the county's goal of attracting a user and 2) addresses how the developer proposes to structure a mutually beneficial deal to achieve the county's goal of securing an end user.

Please provide a proposal that includes the following:

- Statement demonstrating the developer's understanding of the project.
- Proposed square footage of the initial building footprint and expansion size. Please elaborate on why these sizes were selected.
- Construction schedule to include estimated start date and end date.
- Estimated cost of construction for initial phase, and expansion phase.
- Description of construction type, proposed ceiling height, number of loading docks, employee and truck access and parking. Is a finished floor proposed? Is this a single user or multi-tenant building? What is the ideal user?
- Proposed financing plan for construction and ongoing costs. How will carrying costs be addressed?
- The county desires for this building to serve a single manufacturing user, but also understands that there may be certain projects or users that do not fit within these parameters. If there is a project or a user that does not meet the county's incentive requirements, but the developer would like to proceed with the user, the county will agree to sell the improved property to the developer. To date, the county has invested \$1,500,000 in the design and construction of the building pad on the ~26-acre site. Please discuss how the developer would structure this payment, and include any trigger points that would alter the amount or timing.

Further, of the \$1,500,000 invested in the site, the county received a \$500,000 site enhancement grant from the SC Department of Commerce. The terms of the grant require that if a building is constructed on the site by a private developer and the developer enters into an operating lease agreement with a user, then the county will be required to repay the grant. Please discuss how this repayment alters or affects the developer's offering cost to the end user.

- Based on estimated construction costs and the value of the improved land being provided by the county, please discuss how the final price of the building will be set, and how lease rates will be determined.

Certain prospective users may desire to own the building rather than lease. In order to accommodate this scenario, a sales price should be set and included in the development

agreement. Please describe how the team will set the sales price, and include the factors that will be used to determine the final price and any trigger dates for price escalations, etc.

- Please discuss marketing and other resources that will be used to support the county's goal of securing a user for this building. Elaborate on any unique approaches or assets that the developer or its partners has access to that may increase the chance of success.

NORTHPOINT SPECULATIVE BUILDING



TABLE OF CONTENTS



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Building Structures.
Building Relationships.

February 25, 2020

Ms. Jennifer Wladischkin
Richland County Government
Office of Procurement and Contracting

RE: Statement of Interest
Northpoint Speculative Building Response to Request for Proposal
RC-327-P-2020, Northpoint Speculative Building

Dear Ms. Wladischkin:

Thank you for shortlisting Samet Corporation for the opportunity to develop and construct the Northpoint Speculative Building in Richland County, SC. We present our credentials and qualifications to provide maximum long-term value for the success of this project.

Value Alignment. In 1961, Samet built the heart of its company and operations on principles that align closely with Richland County’s principles. Service, innovation and quality are fundamental to our approach to business. Our core values of safety, service, quality, innovation and trust are inherent to every project we develop. Our reputation is important to us. That is why we always make good on our commitments.

Maximize Value. Our first industrial development was in 1965. Over the last 55 years, we gained vast experience in the development of industrial projects. Maximizing value in our projects begins with the proper planning and design. For this project, we can bring those lessons and years of experience working with tenants and the market to bear. **Samet Corporation has a 100% success rate in constructing speculative industrial buildings and successfully finding occupants. Our most recent project, in Sanford, NC for Lee County, just sold to Audentes Therapeutics. The company will invest \$109 million and create 209 heavy manufacturing jobs with annual average wages of \$83,000.**

Proven Experience. Samet’s proposed team members for this project have developed more than 3,000 industrial acres and over 10 million square feet of industrial space in the Carolinas. Coupled with our construction team, our design and development team is backed by 200+ employees in the Carolina’s that help to support each project. We will leverage our industrial development mindset known as “The Samet Way”, to help support infrastructure design, permitting and overall site management.

Samet is reaffirming our commitment to Richland County and our interest in the planning, design, development and construction of the Northpoint Speculative Building. In partnership with Richland County, we will create a win for all stakeholders involved.

We look forward to partnering with Richland County on this exciting project.

Sincerely,

SAMET CORPORATION

Michael R. Tuck
336.207.0239 | michael.tuck@sametcorp.com
Project Development Manager

HEADQUARTERS

309 Gallimore Dairy Road
Suite 102
Greensboro, NC 27409

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CHARLESTON OFFICE

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843.714.2077

www.sametcorp.com

NC Lic. #3538

SC Lic #G16448



Large Firm Experience, Small Business Feel

Founded by Norman Samet in 1961, Samet Corporation quickly became known for its **unwavering commitment to client satisfaction** and high ethical standards. Since then, our capabilities have grown, but *our values haven't changed*.

In the 1960s we began to construct speculative buildings. This experience taught us how to *"think like an owner."* Our project teams focus on the owner's objectives and financial goals throughout the planning and financing phase to develop creative approaches that enable clients to make their vision a reality. One measure of Samet's success is our volume of loyal clients who continue to partner with us as repeat customers on their construction expansions and new facilities.

In 1991, Arthur Samet joined the company and succeeded his father as CEO in 2000. Under Arthur's leadership, we have diversified from our commercial/industrial roots into high-growth segments such as healthcare, multi-family housing, education and technology, and we have continued our geographic expansion further into the Southeastern U.S.

Samet Corporation provides the experience, resources, and structured processes of a large company combined with the responsiveness, management accessibility and personalized service that has been ingrained in our culture from the very beginning.

*Our capabilities
have grown,
but our
values haven't
changed.*



WHO WE ARE

Corporate Overview | Leadership



NORMAN SAMET

Chair Emeritus



ARTHUR SAMET

CEO, Chairman
asamet@sametcorp.com



RICK DAVENPORT

President, Construction
rdavenport@sametcorp.com



MARSHALL TUCK

Vice President
matuck@sametcorp.com



DOUG BEANE

Chief Financial Officer
dbeane@sametcorp.com



KEN GRUBE

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CHRIS KNIGHT

Regional VP, Charlotte
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CARSON KNIZEVSKI

Regional VP, Charleston
cknizevski@sametcorp.com



TYLER KELLEY

Regional VP, Raleigh
tkelley@sametcorp.com



ALTON TEW

Director, Multi-Family Projects
atew@sametcorp.com



BRIAN HALL

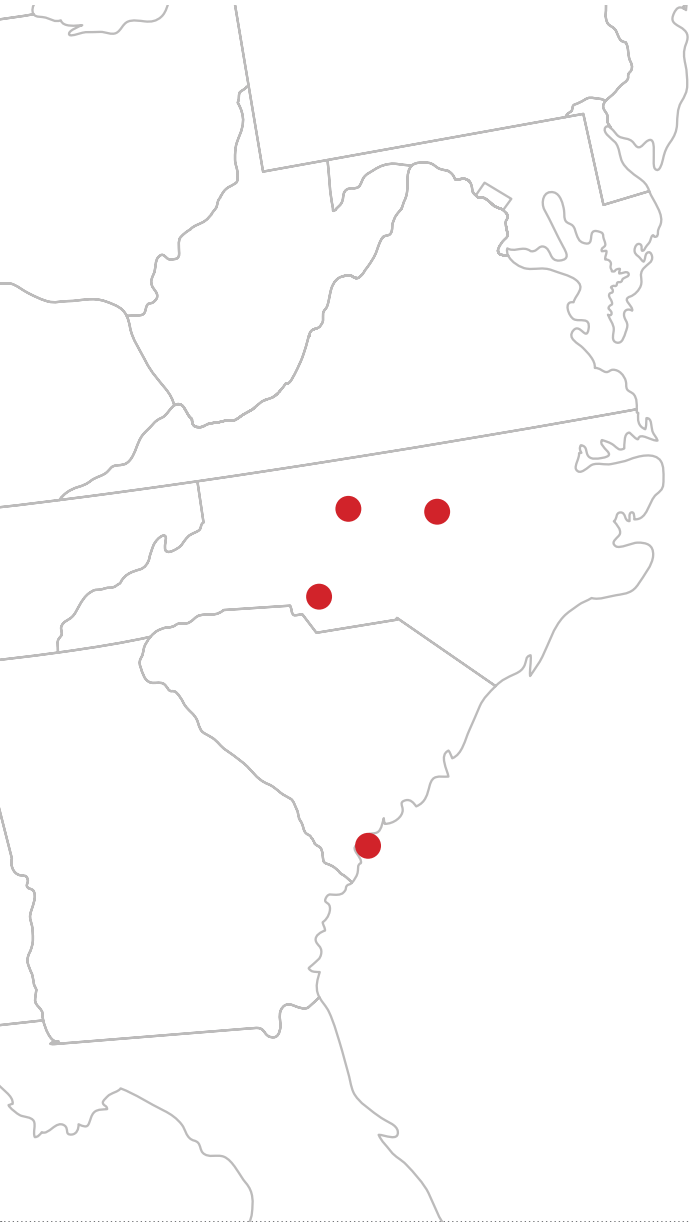
Director of Development
bhall@sametcorp.com



DAVID GREENE

VP, Real Estate
dgreene@sametcorp.com





Samet Corporation

5605 Carnegie Blvd. | Suite 220 | Charlotte, NC 28209
www.sametcorp.com
Michael Tuck
michael.tuck@sametcorp.com

Merriman Schmitt Architects, Inc.

605 Lexington Avenue | Charlotte, NC | 28203
www.msacharlotte.com
Steve Schmitt
sschmitt@msacharlotte.com

Burton Engineering

5950 Fairview Road | Charlotte, NC | 28210
burtonengineering.com
Carlton T. Burton
cburton@burtoneng.com

ADDITIONAL SAMET LOCATIONS + CONTACTS

GREENSBORO OFFICE
309 Gallimore Dairy Road
Suite 102
Greensboro, NC 27409
Ph: 336.544.2600

Ken Grube
Regional VP, Greensboro
kgrube@sametcorp.com

RALEIGH OFFICE
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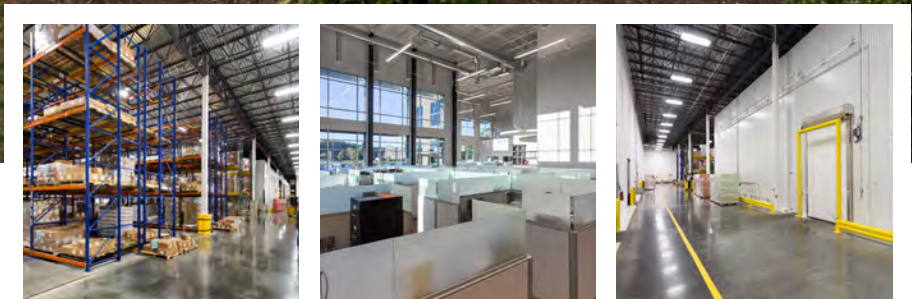
Tyler Kelley
Regional VP, Raleigh
tkelley@sametcorp.com

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2457 Aviation Ave.
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Ph: 843.714.2077

Carson Knizevski
Regional VP, Charleston
cknizevski@sametcorp.com



PERFORMANCE HISTORY



P3 PARTNERSHIP- LEE COUNTY

Speculative Building | Sanford, NC



Location

Sanford, NC

Project Delivery

Design/Build

Size

117,133 SF

Architect

Triad Design Group

Value

\$4.4M

Year Built

2019

Relevant Knowledge and Experience

The public private partnership between Samet Corporation and Lee County was put in place in 2018 and the City and County have not had to make a single interest/lease payment, prior to the building being under contract to be sold.

The City of Sanford and Lee County agreed to provide annual carry cost in the form of a lease of \$325,000 per year, until the building would be sold or leased. Samet Corporation contributed the financing, design, construction and marketing of the building. **On February 18, 2020, it was announced the Building was sold to Audentes Therapeutics as a Gene Therapy Clean Room Manufacturing Facility, providing \$109 million in investment and 209 jobs with an annual average wage of \$83,000.**

Samet Corporation is moving forward with design of building #2 to continue the program in the industrial park.

Key Personnel

Brian Hall, Director of Development

Project Client

Bob Joyce, Director of Economic Development
bjoyce@growsanfordnc.com
919-356-6125



P3 PARTNERSHIP- ALAMANCE COUNTY

NC Industrial Center (NCIC) | Mebane, NC



Location

Mebane, NC

Total Acreage

600 acres

Average Building Size

100,000 - 200,000 SF

Value

\$250M

Year Built

First Spec Building: 2001

Most Recent Spec: 2019

Relevant Knowledge and Experience

The longstanding public private partnership between the City of Mebane, Alamance County and Samet Corporation has extended more than 18 years and has proven successful many times over. Alamance County, The City of Mebane and the State of North Carolina have invested more than \$2,000,000 in the infrastructure, utilities and overall industrial development including initial waterline main extensions; Railroad Spur Development into the park; Road, water and sewer extensions inside the park. Samet Corporation has constructed 7 spec buildings (with the 8th currently under construction) representing more than 800,000 SF of spec industrial space over 18 years and has attracted over 15 total projects, representing over 2.5M SF of total industrial space and more than \$250M in total tax base with more than 1,500 jobs. A bright future is ahead for this industrial park, with more than 100 acres left to develop and build-out.

Key Personnel

Brian Hall, Director of Development

Project Client

Mac Williams, President, Alamance Economic Development

mac@alamancechamber.com

336-228-1338



P3 PARTNERSHIP- GUILFORD COUNTY

Speculative Building | Kernersville, NC



Location

Kernersville, NC

Project Delivery

Cost Plus GMP

Size

350,000 SF

Architect

Triad Design Group

Value

\$12M

Year Built

2019

Relevant Knowledge and Experience

The public private partnership between the Town of Kernersville and Samet Corporation has been in place since 2005 and has proven successful with the attraction of some of the worlds best companies to the 400+ acre Triad Business Park. The Park now contains companies including FedEx Ground, Amazon, Averitt Trucking, Old Dominion, and FFF Enterprises.

The Town of Kernersville recently invested \$3,000,000 in sewer infrastructure and provided tax incentives for the benefit of Samet Corporation and Triad Business Park. Samet Corporation's most recent investment, a 350,000 SF spec. building completed in 2019, is under a letter of intent to be leased, beginning in the second quarter of 2020.

Key Personnel

Brian Hall, Director of Development

Project Client

Jeffrey A. Hatling, AICP
jhatling@toknc.com
336-992-0704

SIMILAR SPECULATIVE BUILDING PROJECTS

Samet Corporation



Omni Spec Building
117,568 SF, Summerville, SC



Palmetto Parkway Spec Building
200,000 SF, N. Charleston, SC



Spyder Auto
200,000 SF, Berkeley County, SC



Speculative Building
50,000 - 100,000 SF, Andrews, SC



Triad Business Park
1,000,000 SF, Kernersville, NC



Monroe-Union County Spec Building
109,000 SF, Monroe, NC



Bonded Logistics
134,000 SF, Mebane, NC



Prescient
134,000 SF, Mebane, NC



Southern Season
84,013 SF, Mebane, NC



TriVantage
102,152 SF, Mebane, NC



Moen
203,300 SF, New Bern, NC



Tosaf
106,000 SF, Bessemer City, NC



Lotus Bakeries

Bart Vanterwyngen, Director of Manufacturing

ph (919) 536-8482
email bart.vanterwyngen@lotusbakeries.com



Moen, Inc.

Troy Pedersen, Distribution Manager

ph (252) 523-0673 x7171
email troy.pedersen@moen.com



Gateway University Research Park

John Merrill, Executive Director

ph johnm@gatewayurp.com
email (336) 375-9232



Sheetz

Ray Ryan, EVP Distribution Services

ph (814) 239-1600
email rryan@sheetz.com



Shalag Nonwovens

Jeff Harari, CEO

ph (713) 517-6166
email j.hariri@shalag.com



Creative Snacks Co.

Marius Andersen, CEO

ph (336) 207-4287
email marius@creativesnacks.com



Cambro Manufacturing

Argyle Campbell, President/Owner

ph (714) 848-1555
email acampbell@cambro.com



Spuntech Industries

Ron Bahat, Plant Manager/General Manager

ph (336) 583-5261
email rbahat@spuntech.com

SCOPE OF SERVICES





Building Structures.
Building Relationships.

Northpoint Speculative Building Scope of Services Overview

Samet Corporation has constructed more than 15,000,000 SF of industrial manufacturing and distribution space in the Carolinas in the last 10 years. We constructed our first speculative industrial building in High Point in 1965. With more than 50 years of experience in constructing speculative industrial buildings, we have amassed a substantial amount of experience. Samet believes in maximizing the flexibility of the space, while keeping costs low. We have considerable amount of data supporting our approach to design and marketing our speculative buildings. The project scope includes the planning, design and development of a speculative industrial shell building in two phases – Phase 1 totaling 157,776 SF and Phase 2 bringing the building to a total of ~300,000 SF on +/- 26 acre graded site located in the Northpoint Industrial Park.

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1. Samet Corporation proposes building a 157,667 SF speculative industrial shell building in Phase 1. This building will be expandable by an additional 157,667 SF in Phase 2, to bring the total building footprint to ~300,000 SF. Given Samet Corporation’s experience in the Carolinas, we know that many inquiries and requests from both manufacturing and distribution clients looking to invest in the Carolinas are targeting a building between 100,000 SF and 150,000 SF. It is imperative that these companies have room to expand in their existing building and they often double in size. Samet Corporation recently partnered with Lee County on a 117,000 SF speculative building and on February 18th, Audentes Therapeutics announced that it would invest an additional \$109 million in a Gene Therapy Facility.
2. Construction Schedule is included under the “Availability” section on page 39.
3. The cost of development and construction for the Northpoint Speculative Building will be \$54.69 per square foot. Hard Construction Costs are broken out in our **recap sheet within the separate Cost Proposal.**
4. Samet Corporation will use tilt-up concrete panels when constructing the Northpoint Speculative Building. This allows for both cost savings and speed to market not achieved with precast panels.
 - a. Clear Height: The majority of distributors utilize the same type of lifts for their operations. These lifts are capable of reaching five racks high to stock goods. We set clear height to accommodate five racks without the waste of space above.
 - b. Dock Doors: Samet Corporation will build 34 dock doors in the Northpoint Spec Building. 10 dock doors will be provided, and 24 cut outs will be created so that if the building is taken down by a distribution end user, the additional dock doors can easily be punched out.
 - c. Loading Dock: A staging area in front of the dock wall is similar to the size of a 53’ trailer. Columns are strategically placed 60’ to allow for unfettered access to the staging area.
 - d. Truck Courts: Significant development costs are attributed to truck courts on the project. Our study of these facilities has determined that 130’ courts are exactly what the market demands to balance cost with mobility.
 - e. Employee Parking: Minimize initial parking by building code required parking only. This leaves the ability to expand for tenant’s requirements. This will be done with pad preparation and designed parking lot features to provide easy expansion features.
 - f. Finished Floor: A finished floor is included in all our speculative buildings. In our experience, it is easier for potential tenants to see their operations in our buildings when a floor is poured. A finished floor also helps abate any smell that may come emanate from a gravel or mud floor.
 - g. Single User: Based on the typical Carolinas customer, we will want to put a single user in the Northpoint Speculative Building. We do not feel the need to multi-tenant a building of this size and we are comfortable waiting for the right single user to lease or buy the building.



- h. Ideal User: The ideal user for the Northpoint Speculative Building is a 150 to 250 employee manufacturing facility. We would work with Richland County to target a tenant similar to Audentes Therapeutics, who just purchased the building Samet Corporation built in partnership with Lee County in Sanford, NC.
5. Financing Plan: Please see below for detailed breakout of Samet Corporation’s Financing Plan for the Northpoint Speculative Building. Samet Corp is a traditional bank borrower with our main relationship being with Wells Fargo. Please see our enclosed reference letter from Wells Fargo as well as our bondability letter from Liberty Mutual.

February 25, 2020

Development LEASE Proforma



Northpointe Industrial Park Building (SF) 157,667
 Richland Co., SC Land (acres) 15
 Project No.

Project Hard Cost		Units	Per Unit	Total Cost	Building SF
1. Land Cost		25	\$0.00	\$ -	\$0.00
2. Site & Cold, Dark, Shell Building		157,667	\$38.33	\$ 6,043,376.11	\$38.33
3. Tenant Improvement Requirements		1	\$1,200,000.00	\$ 1,200,000.00	\$7.61
4. Construction Contingency		3%	\$ 7,243,376.11	\$ 217,301.28	\$1.38
Total Hard Costs		87%		\$ 7,460,677.39	\$47.32

Project Soft Cost		Units	Per Unit	Total Cost	Building SF
1. Appraisal & Third parties		1	\$18,500	\$ 18,500.00	\$0.12
2. Survey(ies)		1	\$7,500	\$ 7,500.00	\$0.05
3. Permits & Fees		1	\$25,000	\$ 25,000.00	\$0.16
4. Legal - lease		1	\$25,000	\$ 25,000.00	\$0.16
5. Legal - loan		1	\$30,000	\$ 30,000.00	\$0.19
6. Bank Loan Construction interest	45.00%	5.00%	\$ 7,460,677.39	\$ 167,865.24	\$1.06
7. Financing Origination Expense		1.00%	\$ 7,460,677.39	\$ 74,606.77	\$0.47
8. Future Tenant's Brokerage Commission		6.00%	\$476,929	\$ 476,928.97	\$3.02
9. Development Management Overhead		3%	\$8,500,000	\$ 255,000.00	\$1.62
10. Soft Cost Contingency		3.00%	\$1,000,000	\$ 30,000.00	\$0.19
11. Construction Inspection Fees		1	\$25,000	\$ 25,000.00	\$0.16
12. Real Estate Taxes		1	\$27,188	\$ 27,188.00	\$0.17
Total Soft Costs		13%		\$ 1,162,588.99	\$7.37

Total Project Development Cost: **\$ 8,623,266.38** **\$54.69**

ESTIMATED CAP RATE RANGE **9.00%** **8.00%** **7.00%**

ESTIMATED LEASE RATE RANGE **\$4.92** **\$4.38** **\$3.83**

- 6. Carry Costs: In the unlikely event that the Northpoint Speculative Building is constructed for Richland County and more than 12 months from the issuance of the building permit for the shell building lapse without any acceptable lease or purchase of the facility, Richland County will sign a lease agreement at the outset of the transaction whereby Richland County will begin paying rent to cover the interest/carry cost of the facility at the substantial completion of the shell building estimated at \$44,000 per month.
- 7. Developer Buy-Out: This transaction must be flexible to be able to accomplished within current and changing market parameters. Samet Corporation and Richland County must be flexible



to sell or lease this facility, upon its development, as directed by the ultimate end-user in accordance with this agreement. If a Tenant for the facility is secured, Richland County will have the option of either collecting the pre-determined sales price of the property from Samet or consider reducing the pre-determined sales price of the property as an incentive for the new Tenant. If a Buyer for the facility is secured, Richland County will be paid a lump sum of the pre-determined sales price for the 26 acres +/- at closing or consider reducing the pre-determined sales price of the property as an incentive for the new Buyer.

8. Pre-Determined Sales Price: The Pre-determined sales price for the property, based upon an as-built condition of the cold, dark, shell building, is initially estimated at \$54.69 per SF, with the land included at no cost, as shown above.
9. Marketing: Richland County/Richland County Economic Development Office ("RCEDC") and Samet Corporation will work jointly to market the building for sale and for lease to attract industry growth, expansion or relocation to this new facility inside Northpoint Industrial Park. Samet Corporation has in-house brokers that will be at each showing in order to answer any questions about the construction of the building. Samet will also utilize its Carolinas network, developed over the past 59 years, to drive leasing activity at the Northpoint Speculative Building.

The above terms and conditions set forth the basic business points of the Development Agreement available to Richland County and RCEDC for this exciting project and are not meant to be a binding contract between Samet and Richland County. We hope to form a valuable partnership with Richland County and RCEDC and we hope that our proposal is acceptable to you.

By effectively coordinating the efforts of qualified professionals throughout the process, our method of delivery generally results in significant value creation. Our process is timely, cost-efficient and goal-oriented. During every phase of the project, we continually seek opportunities for cost reduction, schedule improvement, and innovative design solutions. We look forward to working with you on this project.

Sincerely,

SAMET CORPORATION



Michael R. Tuck
336.207.0239 | michael.tuck@sametcorp.com
Project Development Manager



FINANCIAL INFORMATION

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Raleigh, NC 27607
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Fax (919) 844-5669



Charlotte
Greenville
Knoxville
Lynchburg
Nashville
Raleigh
Richmond
Roanoke

February 18, 2020

Re: Samet Corp.

To Whom It May Concern:

It is a pleasure to confirm our association and surety credit relationship with Samet Corporation. Liberty Mutual Insurance Company (Liberty Mutual), through Scott Insurance, has provided bonds for Samet Corporation since 2007. Liberty Mutual is rated "A" by AM Best and is listed in the Federal Treasury List of Approved Sureties (Circular 570).

We consider Samet Corporation and the management team true professionals in the field of General Contracting. Operations are conducted with fiscal responsibility, proficient technical and managerial skills, and ethics of the highest caliber. The Samet Corporation team consists of dedicated professionals committed to a quality construction product.

Liberty Mutual has conducted a careful underwriting review to establish surety credit parameters for Samet Corporation. We have structured a single project parameter of \$100,000,000 with a corresponding aggregate program of \$500,000,000 to facilitate routine bonding needs. Arrangement of additional credit would be considered given specific project circumstances and details. Naturally, the execution of any bond would be subject to normal underwriting considerations including review of contract terms, conditions and project financing.

We consider Samet Corporation to be one of the finest companies in their field. Please feel free to call me to discuss any additional information you need to give them your favorable consideration.

Best regards,



Windy Lovelady
Attorney-in-Fact

FINANCIAL INFORMATION

**WELLS
FARGO**

Michael L. Rogers
Middle Market Banking
100 North Main Street
Winston Salem, NC 27101

wellsfargo.com

October 4, 2019

Subject: Samet Corporation and related companies (Samet)

To Whom It May Concern:

This letter of reference is in regard to Samet Corporation. Wells Fargo Bank has maintained a relationship with Samet Corporation, the Samet family and related businesses for over 25 years.

Our experience with the Samets has been excellent. Arthur Samet, CEO of Samet Corporation, and the company are considered one of the premier commercial contractors in the State of North Carolina, with projects and field offices extending throughout the Southeast.

Wells Fargo Bank currently provides credit facilities to Samet with commitments totaling in the “mid seven figures” with no balances owing. In addition, they maintain deposit accounts with us with average balances in the “low seven figures.” All accounts have been maintained on a satisfactory basis.

Should you require further information, please don't hesitate to contact me.

Sincerely,



Michael L. Rogers
Senior Vice President
336-842-7289

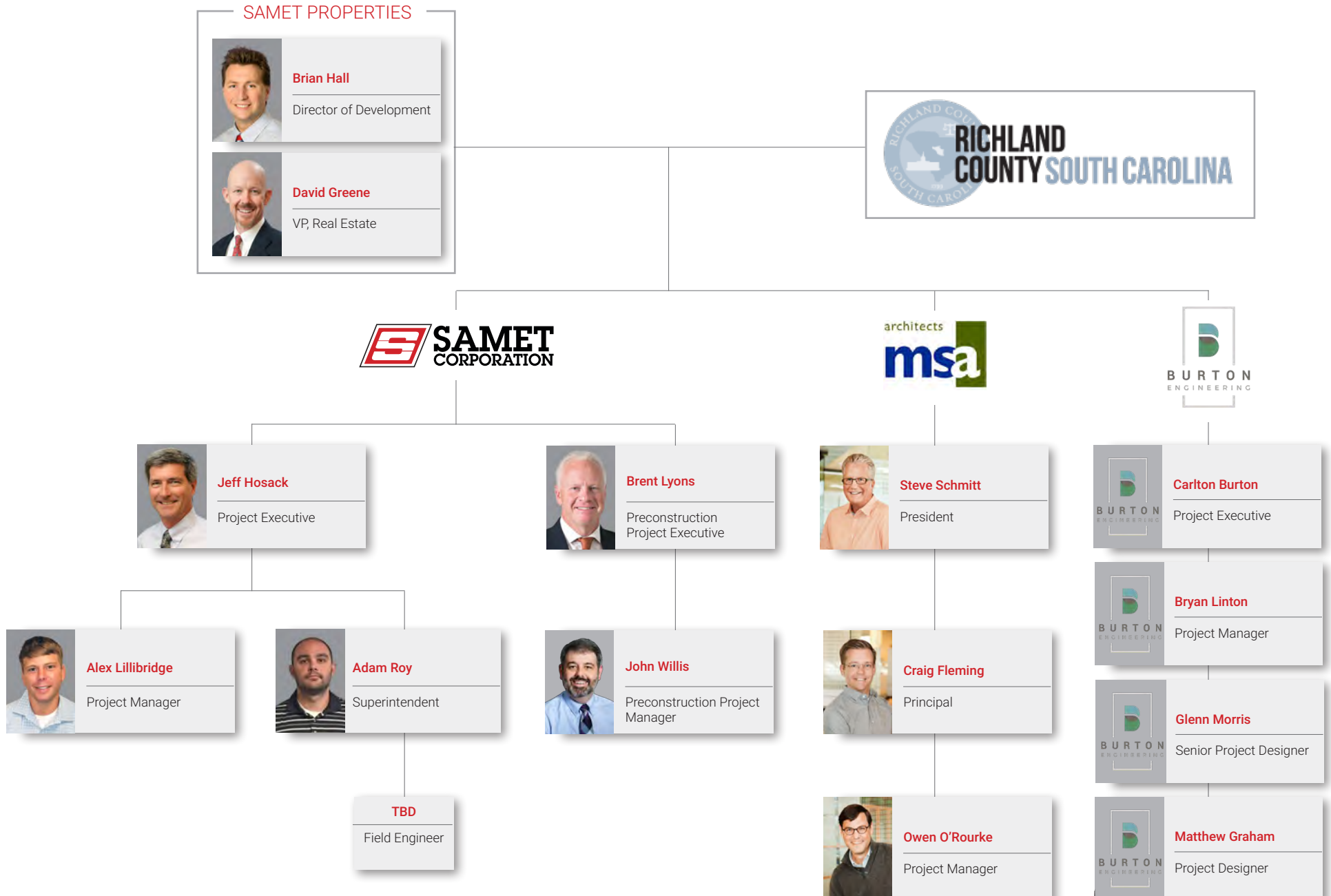


PERSONNEL EXPERIENCE



PROPOSED PROJECT TEAM

Key Team Members



BRIAN HALL

Director of Development



As Director of Development for Samet Corporation, Brian Hall works directly with local, national, and international clients to develop industrial projects beneficial and tailored to each client's projected growth and operational strategy. His expertise includes 15 years of industrial development, including development of more than 5+ million square feet of facilities on over 2,000 acres. He is currently working on over one million square feet of industrial space in six spec buildings across the Carolinas. Brian initiates and maintains relationships with prime owner contacts and architects to facilitate development activities. He fosters a sense of community among the project team, monitors/controls development of the project to ensure the project is built on schedule and within budget. Brian will represent Samet Corporation on the development end in all management/owner meetings.

Office Location

Greensboro, NC

Project Experience

15 years

Education

MBA from University of North Carolina at Greensboro - Bryan School of Business

BA, Business Administration
Mary Washington College

LEED AP BD+C

Accolades

2019 Commercial Real Estate Deal Maker's Award,
Triad Business Journal

2011 40 Under 40 Award,
Triad Business Journal

Lee County Spec Building, Sanford, NC

117,000 SF spec building for Lee County

Berkeley County Spec Building, Charleston, SC

200,000 SF spec building

Berkeley County Spec Building, Summerville, SC

117,568 SF spec building

Spyder Automotive, N. Charleston, SC

200,000 SF spec building turning into distribution center

Cambro Manufacturing, Mebane, NC

220,000 SF plastic injection mold plant

Sheetz Distribution Center, Burlington, NC

246,000 SF distribution center

Butters Spec Building, Kernersville, NC

350,000 SF spec building

Project Triad, Kernersville, NC

1 Million SF distribution center

Moen, New Bern, NC

203,000 SF distribution facility

AREVA/Columbia Hi Tech, Kernersville, NC

100,000 SF manufacturing facility

Cambro Manufacturing, Mebane, NC

220,320 SF manufacturing & distribution facility

FFE Enterprises, Kernersville, NC

88,789 SF pharmaceutical distribution & office facility

Kiddle Distribution, Mebane, NC

245,000 SF warehouse/distribution

TriVantage, Mebane, NC

102,000 SF warehouse/distribution



DAVID GREENE

Vice President of Real Estate



David is accountable for growing business opportunities for project development. He is responsible for developing successful long-term individual and business relationships, and oversees performance of industry analysis and evaluation of strategic projects and potential acquisitions.

David has over 27 years experience in real estate and commercial finance. He has proven skills at building client relationships based on mutual interest, identifying client preferences and emphasizing product and company discriminators to help clients understand the benefits of product/service utilization.

Office Location

Greensboro, NC

Project Experience

27 Years

Education

BS, Business
Administration
University of North
Carolina at Chapel Hill

Lee County Spec Building, Sanford, NC

117,000 SF spec building for Lee County

Berkeley County Spec Building, Charleston, SC

200,000 SF spec building

Berkeley County Spec Building, Summerville, SC

117,568 SF spec building

Spyder Automotive, N. Charleston, SC

200,000 SF spec building turning into distribution center

Cambro Manufacturing, Mebane, NC

220,000 SF plastic injection mold plant

Sheetz Distribution Center, Burlington, NC

246,000 SF distribution center

Butters Spec Building, Kernersville, NC

350,000 SF spec building

Project Triad, Kernersville, NC

1 Million SF distribution center

Kiddie Residential and Commercial, Mebane, NC

244,754 SF Warehouse/Distribution Facility

TriVantage, LLC / CDC, Mebane, NC

102,152 SF Warehouse/Distribution building

Nypro, Inc., Mebane, NC

108,000 SF Warehouse and Office Upfit

Henry's Tackle, Rockingham, NC

310,673 SF warehouse in Richmond County Industrial Park

JEFF HOSACK

Project Executive



Jeff has over 36 years of experience in the construction industry ranging from renovations and new construction for major market sectors including industrial and manufacturing facilities. As Project Executive, he will direct all field staff, resources and activities necessary to successfully complete a project. Jeff will work with the project managers and superintendents as a team to produce a quality product on time and within the project budget. He will provide technical support, manage the overall field direction of general trades' construction activities and plan, implement and sequence construction operations, direct safety, security and quality control programs to minimize disruption to the project's operations. Jeff works well with architects, engineers, owners and subcontractors and has an excellent knowledge of construction materials, practices, codes, engineering, layout, job safety, quality control and productivity.

Office Location

Charlotte, NC

Project Experience

36 years

Education

AS in Civil Engineering
University of Toledo

LEED Green Associate

DRT4, Asheville, NC

110,000 SF specialty distribution facility for confidential client

Corning, Inc.

Newton, NC Location:

Project Hulk - 167,000 SF facility with production area, warehouse, clean room, weld shop, maintenance areas and 26,000 SF of office space.
Hulk Expansion - 30,000 SF structural steel and precast expansion
Stag Building Expansion

Midland, NC Location:

Lighthouse II - 102' tall structure with 40,000 SF footprint on an existing campus. The production building is flanked on each side with 54' tall two-story mechanical and electrical wings
ASRS
NE Dock
Corridor and Bathroom Renovations

Wilmington, NC Location:

Clean room expansion

3C Alliance Battery, Mebane, NC

242,000 SF manufacturing facility including laboratories, wastewater treatment facility, explosion proof manufacturing rooms and corrosion resistant floor coatings.

AMP, Rock Hill, SC

108,000 SF Manufacturing/plating facility

Johnson Controls, Kernersville, NC

250,000 SF Car Battery Manufacturing Plant

Toyo Seal, Mooresville, NC

52,000 SF Manufacturing Plant

Microsoft, Charlotte, NC

225,000 SF two-building call center with parking decks



BRENT LYONS

Preconstruction Project Executive



Brent has over 30 years experience in estimating, coordinating the construction and renovation of commercial projects ranging in scope from warehouse centers and complex manufacturing facilities, churches, hospitals, multi-story office facilities, retail facilities, educational facilities, and assisted living facilities. Brent also investigates potentially serious situations while implementing corrective actions. He often represents Samet Corporation in management/owner meetings.

Office Location

Charlotte, NC

Project Experience

30 years

Education

Auburn University
BS in Architecture
BS in Building Science

Corning, Inc.

Newton, NC Location:

Project Hulk - 167,000 SF facility with production area, warehouse, clean room, weld shop, maintenance areas and 26,000 SF of office space.

Midland, NC Location:

Lighthouse II - 102' tall structure with 40,000 SF footprint on an existing campus. The production building is flanked on each side with 54' tall two-story mechanical and electrical wings
corridor and Bathroom Renovations

Wilmington, NC Location:

Clean room expansion

Monroe County Spec Building, Monroe, NC

Building IV shell

Shurtape, Catawba, NC

Design/Build for their distribution center

Simpson Commercial Real Estate, Charlotte, NC

Distribution center

Fibertex, Gray Court, SC

Expansion of their manufacturing facility

University of North Carolina at Charlotte, Charlotte, NC

90,000 SF bioinformatics building

Carolinas Medical Center, Pineville, NC

22,000 SF central energy plant

Medical University of South Carolina, Charleston, SC

203,000 SF bioengineering & drug discovery

JOHN WILLIS

Preconstruction Project Manager II



John has extensive experience in estimating, coordinating the construction and renovation of multi-family, senior living & commercial/industrial. As a Preconstruction Project Manager, John initiates and maintains relationships with prime owner contacts and architects to facilitate preconstruction activities; establishes and monitors project objectives, policies, procedures and performance standards within boundaries of corporate policy, and fosters a sense of community among the project team. John also investigates potentially serious situations whilst implementing corrective actions and he represents Samet Corporation in management/owner meetings.

Office Location

Charlotte, NC

Project Experience

13 years

Education

BS Industrial Technology
Western Carolina
University

Masters of Construction
Management
Western Carolina
University

DRT4, Asheville, NC

110,000 SF specialty distribution facility for confidential client

Fibertex, Gray Court, SC

Expansion of their manufacturing facility

Gateway II Industrial, Pineville, NC

110,000 SF tilt up warehouse

McLeod Health, Cheraw, SC

70,000 SF expansion and renovation to existing emergency department

Savanna Woods Ground Improvements, Charlotte, NC

5 acre site development project

Pikes Nursery

10,000 SF retail space with 10,000 SF greenhouse area

Discovery Place, Charlotte, NC

12,000 SF lab renovation

T-Mobile, Charlotte, NC

Facility renovation with extensive electrical upgrades

ALEX LILLIBRIDGE

Project Manager



Alex will initiate and maintain relationships with prime owner contacts and architects/engineers to facilitate construction activities. He will establish and monitor project objectives, policies, procedures and performance standards within boundaries of corporate policy, foster a sense of community among the project team and monitor/control construction through administration of on-site Superintendent to ensure project is built safely, on schedule, according to specifications, and within budget. Alex will continually review all areas of work to plan the most cost-effective method of operating on all aspects of the project. Alex will represent Samet Corporation in management/owner meetings.

Office Location

Charlotte, NC

Project Experience

2+ years

Education

ME, Construction
Engineering Management
University of Alabama

BS, Aerospace Operations
and Management
Oklahoma State University

OHSA 30 Hour

DRT4, Asheville, NC

110,000 SF specialty distribution facility for confidential client

Corning, Inc.

Newton, NC Location:

Project Hulk - 167,000 SF facility with production area, warehouse, clean room, weld shop, maintenance areas and 26,000 SF of office space.

Hulk Expansion - 30,000 SF structural steel and precast expansion
Stag Building Expansion

Midland, NC Location:

Lighthouse II - 102' tall structure with 40,000 SF footprint on an existing campus. The production building is flanked on each side with 54' tall two-story mechanical and electrical wings

ASRS

NE Dock

Corridor and Bathroom Renovations

Wilmington, NC Location:

Clean room expansion

ADAM ROY

Superintendent



Adam works well with subcontractors and has an excellent knowledge of construction materials, practices, codes, engineering, layout, quality control and productivity. Working with the site Senior Project Manager, he oversees the field direction of general trades' construction activities, and aids in the planning, implementation and sequencing of construction operations. Directs safety, quality and security control programs to minimize disruption of project operations.

Office Location

On-Site

Project Experience

7 years

Education

BS, Construction Management
University of North Carolina at Charlotte

AAS, Architectural Technology
Sandhills Community College

OSHA 30

Corning, Inc., Newton, NC

Project Hulk and Hulk Expansion
Stag Building Expansion

Tosaf, Bessemer City, NC

106,000 SF manufacturing facility of color master-batches and compounds for the plastics industry
11,000 SF shell office space, framed 2nd level

General Dynamics, Fairfax, VA

Tenant upfit, renovation of interior space to include media room

AIG, Charlotte, NC

50,000 SF tenant improvement at BB&T Tower
30,000 SF tenant improvement at South Park location

Project Bishop, Maiden, NC

200,000 SF data center

Project Cardinal, Kings Mountain, NC

500,000 SF data center

AT&T West Computer Room, Kings Mountain, NC

100,000 SF data center upfit



steve schmitt, aia, ncarb

Steve Schmitt is the president of Merriman Schmitt Architects. Since co-founding the firm with Jerry Merriman in 1996, he has led the design of nearly 40 million square feet of office, industrial/distribution/manufacturing, retail, and other commercial spaces. Additionally he has been responsible for millions of square feet of interiors. Steve brings more than 35 years of experience in design and project management in a broad range of commercial architectural projects. He provides hands-on leadership to the programming and design process as well as construction and technical expertise. Currently MSA employs 5 professional in the Charlotte office.

EXPERIENCE

- President/Owner, Merriman Schmitt Architects, 2007 - present
- Vice President, Merriman Schmitt Architects, 1997 - 2007
- Principal/Owner, Stephen A. Schmitt Architecture, Charlotte, N.C., 1993 - 1997

PROFESSIONAL

- Member, American Institute of Architects
- Member, NCARB
- Member, Urban Land Institute
- Member, International Code Council
- Member, National Fire Protection Association
- Member, U.S. Green Building Council

COMMUNITY

- Member, Social Venture Partners
- Active contributor and volunteer: Alexander Youth Network, Council for Children's Rights, Youth Homes, Pat's Place, The Relatives, Museum for the New South, Sally's Y, Habitat for Humanity, Blumenthal Performing Arts Center

EDUCATION

- Bachelor of Architecture 1982, Virginia Tech, Blacksburg VA

sschmitt@msacharlotte.com





craig fleming

Craig Fleming is principal of the architecture studio at Merriman Schmitt Architects. He brings a wealth of experience in his more than 17 years with MSA managing projects from design schematics, through construction documents and construction administration. Expertise includes high-rise and mid-rise Class A office, industrial/flex and advanced technology, medical office, retail shopping centers and mixed use projects. Craig is directly responsible for coordination of project scheduling, production and resource allocation.

EDUCATION

Bachelor of Arts in Architecture 1999; Bachelor of Architecture 2000, University of North Carolina at Charlotte

cfleming@msacharlotte.com

architects

msa

m e r r i m a n
s c h m i t t





owen o'rourke

Owen O'Rourke is a project manager at Merriman Schmitt Architects. He brings more than 16 years of experience to commercial, industrial, Class A office, medical office, retail and mixed use projects. Expertise includes design, management of construction document production, interdisciplinary coordination, and project management and construction administration.

EDUCATION

Bachelor of Arts in Architecture 2000, Cornell University, Ithaca, NY

oorourke@msacharlotte.com



Carlton Burton, PE

PROJECT ROLE: Project Executive, QA/QC Manager

EDUCATION: University of North Carolina at Charlotte - Bachelor of Science in Engineering, Urban and Environmental Engineering (Civil)

YEARS OF EXPERIENCE: 45

CERTIFICATION/LICENSE: NC Professional Engineer 12557
SC Professional Engineer 13423
VA Professional Engineer 036818
LEED AP Certified



Carlton has been working in civil engineering and land development in the greater Charlotte area for the past 45 years, with the last 27 as President and Owner of Burton Engineering Associates. As an engineer and owner he has designed and managed a variety of projects from single user buildings to 250 acre business parks to a 1.5 million sq. ft. distribution center. Carlton brings a wide range of skills, experience and creativity and he understands the relationships between Owner, Architect, Contractor, Governmental Agencies, and the User. He examines the details of a project and through his years of experience, offers a unique perspective on cost-savings, project delivery types, and entitlement strategies. Carlton is highly regarded among industry professionals as a talented and creative engineer, particularly in the industrial and office markets.

KEY PROJECT EXPERIENCE

Amazon Non-Sort CLT3 (Kannapolis, NC) - Burton Engineering was responsible for site analysis, site selection, rezoning/entitlement, master planning, overall site development including over 3 million dollars in offsite roadway improvements. In meeting an expedited schedule, the process was complete in 11 months.

Westinghouse Logistics Park (Charlotte, NC) - ±150 acres of industrial-zoned property designed for three buildings totaling 1,500,000sf. The property was categorized as a brownfield site, requiring the isolation of contaminated soils with frequent on-site monitoring. By reclaiming the site, land that was previously not viable has become an asset to the local and regional community.

Shopton Ridge Subdivision (Charlotte, NC) - 170 acres with 11 buildings totaling 1,100,000sf of commercial/industrial, as well as all associated infrastructure.

Clearwater Paper Company (Shelby, NC) - Overall development including roadway improvements, master planning for all phases of development, rail spur design, and stormwater management. A key site development accomplishment was lowering the water table by over 17 feet to accommodate the proposed facility.



Bryan Linton, PE

PROJECT ROLE: Project Manager / Project Engineer

EDUCATION: The University of North Carolina at Charlotte
Bachelor of Civil Engineering

YEARS OF EXPERIENCE: 10

CERTIFICATION/LICENSE: PE - NC 042077
PE - SC 36306



Mr. Linton comes from an industrial/manufacturing background, having spent five years with the largest steel manufacturer in the country. While in the steel industry, his role started as an engineer in the corporate office. He was responsible for cost-saving options to energy demands, obtaining construction permits for new projects, and hydraulic and hydrologic analysis of existing water treatment in the mills. He also has experience in the consulting field where he utilized CAD in civil design on residential, commercial, and industrial developments. Since joining Burton Engineering in 2016, Mr. Linton has managed multiple site development projects ranging from parcel subdivisions to one million square foot industrial buildings. His experience in the field and background in engineering play a key role on the Burton Engineering team for quality assurance and outstanding site development packages.

KEY PROJECT EXPERIENCE:

Staples Facility

Mr. Linton was involved in the civil design and permitting of this site near Charlotte NC. This building has over 150 truck dock locations that ship and receive products 24 hours a day. This project involved a wetlands study and permitting with the Army Corps of Engineers, roadway design, private sanitary sewer permitting with a stream crossing, and construction of a 3.5 acre wet pond.

Trane Expansion Project

Mr. Linton is the project manager for a 700k sq. foot expansion to an existing 300k sq. foot manufacturing plant. The property has required extensive storm drainage design and multiple utility updates including the relocation of a 1200 sq. foot substation. A key to making this project a success is the relationship between Burton Engineering, the property owners, the general contractor and all other parties involved with the site. The whole team is working to safely get this project complete without interruption to plant production.

Duke Energy Site Readiness Packages

Burton Engineering has partnered with Duke Energy's Development team to prepare site readiness packages for County Economic Development Departments. Mr. Linton played a role in managing the latest package, prepared for Anson County. For this 91 acre site Burton Engineering provided conceptual layouts that the County is using for marketing. Concepts were based on analysis of buildable areas, existing utilities, zoning, slope, soils, and the hydrologic features of the site. We assisted Duke Energy in identifying overhead power lines on the site and offering utility provider options to future customers.



Glenn Morris

PROJECT ROLE: Senior Project Designer

YEARS OF EXPERIENCE: 25

EDUCATION: Central Piedmont Comm. College-
Associates Applied Science in Civil
Engineering & Surveying Technology
University of N.C. at Charlotte-BS
Engineering Technology (Civil)



Mr. Morris has extensive experience in commercial and industrial subdivision design, as he brings projects from concept through construction. This includes sewer and water extension plans, storm water management and drainage plans, flood studies, culvert design, erosion control, road widening, pavement marking plan & traffic control plans. With this experience, Mr. Morris is the lead designer for storm water management, water, sewer, road and infrastructure projects, and brings the most experience in managing industrial/flex building projects for Burton Engineering.

KEY PROJECT EXPERIENCE

Shopton Ridge Business Park (Charlotte, NC) - 170 acres with 11 buildings totaling 1,100,000sf of commercial/industrial, includes design of public streets, sanitary sewer & water and regional 4.1 acre stormwater management pond.

Bryton Corporate Center (Huntersville, NC) - 114 acres with three industrial buildings for current build out and three buildings for future build out; project infrastructure includes design and permitting for a 3 mile sanitary sewer extension, expansion of an existing road and design of one new road with 2 regional stormwater management ponds

LKQ Warehouse (Charlotte, NC) - development of a 350,000sf office/industrial warehouse building with complete site design, grading, drainage and stormwater management ponds.

Wilkinson Commerce Park (Charlotte, NC) - development of three buildings totaling 496,000sf. The project includes a subdivided street and two regional stormwater management ponds.

God's Blessing Farm Dam (Lancaster, SC) - design of an agricultural/recreational 8 acre, 22 ft high hazard dam with 100 ac-ft of storage

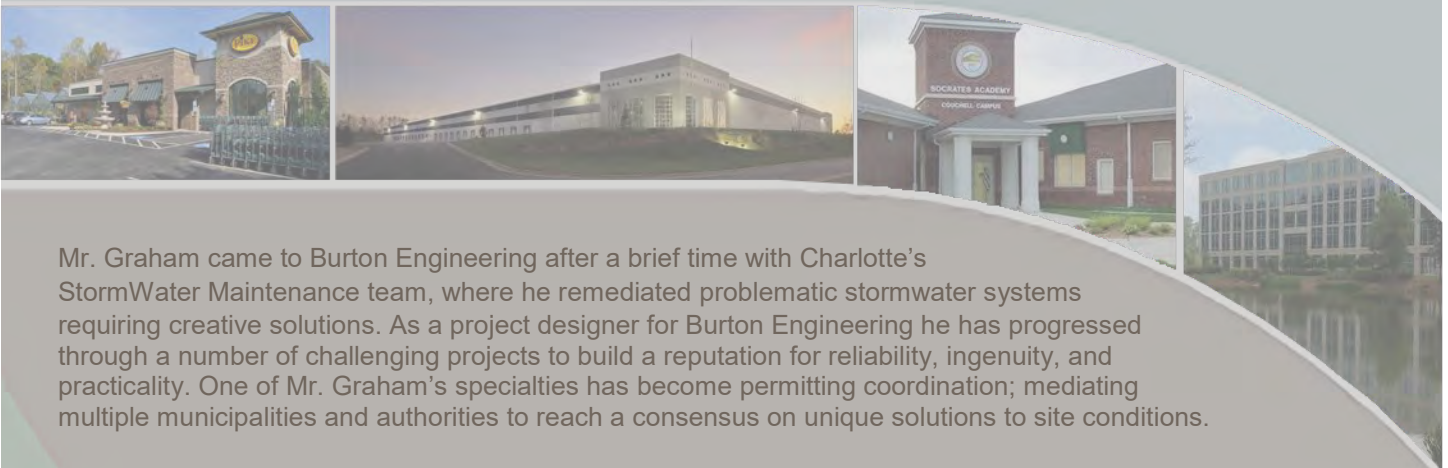


Matthew Graham

PROJECT ROLE: Project Designer

YEARS OF EXPERIENCE: 4

EDUCATION: Central Piedmont Comm. College-
Associates Applied Science in Civil
Engineering & Surveying Technology



Mr. Graham came to Burton Engineering after a brief time with Charlotte's StormWater Maintenance team, where he remediated problematic stormwater systems requiring creative solutions. As a project designer for Burton Engineering he has progressed through a number of challenging projects to build a reputation for reliability, ingenuity, and practicality. One of Mr. Graham's specialties has become permitting coordination; mediating multiple municipalities and authorities to reach a consensus on unique solutions to site conditions.

KEY PROJECT EXPERIENCE:

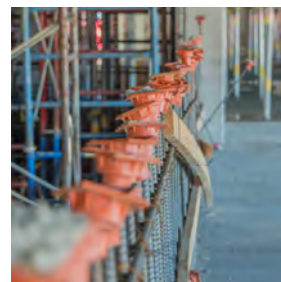
Amazon Non-Sort Facility CLT3 (Kannapolis, NC) - Mr. Graham led grading, infrastructure, and hydrologic design of the new one million square foot facility in Kannapolis, NC. Among the many challenges of this project was the relocation of 1,200 feet of existing Macedonia Church Road encroaching on the proposed building location, designing a new roundabout intersection to replace an aging T-intersection, coordinating mass grading permitting with USACE, stream impact permitting to accelerate construction mobilization, and identifying unique opportunities in site topography to accelerate construction. Mr. Graham was also instrumental in coordinating the many agencies and municipalities involved to deliver the one million square foot facility from design to turn over in only 18 months.

PEGH 300k Spec Building (Columbia, SC) - Mr. Graham led design and permitting of the final phase of this economic development project for Haas Racing. This project included 900lf of private industrial road, 3,000lf of public water main extension, and a new 300,000sf building.

Shopton Ridge Business Park Phase 3 (Charlotte, NC) - Mr. Graham led hydrologic design for the final 400k-SF of buildings and the final phase of infrastructure for the Shopton Ridge Business Park. This phase of the project built the final 1,300 feet of Shutterfly Road to connect to Sandy Porter Road, and completed the loop of a 12" public water main as well as more than 3,000 feet of improvements to Sandy Porter Road and Shopton Road.



AVAILABILITY



Samet Corporation has 257 employees across four offices throughout the Carolinas that support each of our projects. The industrial team Samet Corporation has put forth to build the Northpoint Spec Building will be finishing a project in April 2020 and will be made immediately available to begin work in Richland County. The Northpoint Speculative Building is a top priority for our team at Samet.

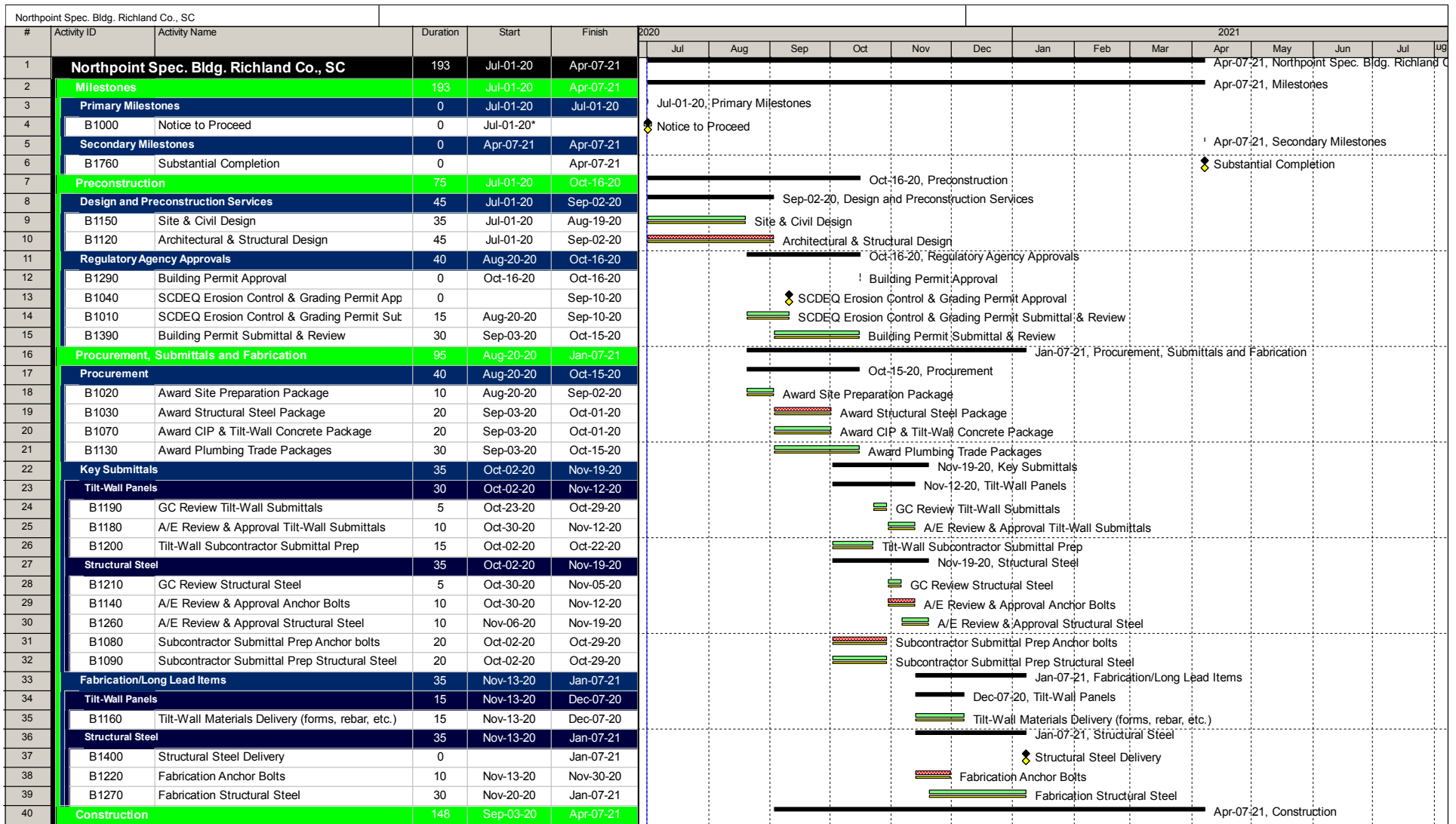
1. The Moses H. Cone Memorial Hospital – Women’s Hospital Outpatient Center, Greensboro, NC; The Moses H. Cone Memorial Hospital Operating Corporation, Owner; Teague Freyaldenhoven, Freyaldenhoven Architects and Planners, LLP, Architect. \$1,733,948.
2. The Park at Chapel Hill, 414 Unit Apartment Complex, Chapel Hill, NC; The Park at Chapel Hill, LLC, Owner; The Housing Studio, PA, Architect. \$69,805,972.
3. Rheem, 108,000 SF Expansion, Randleman, NC; Island Ford Properties LLC & Springfield Industrial Park LLC, Owners; Triad Design Group, Architect. \$6,302,577.
4. Rooms To Go Patio, Showroom Expansion, Dunn, NC; RTG Furniture Corp of Georgia, Owner; Casco Corp, Architect. \$909,628.
5. IDA Industrial Shell Building, South Boston, VA; Industrial Development Authority of the County of Halifax, Virginia, Owner; Dewberry, Architect. Design/Build. \$3,407,754.
6. Olmsted Savannah, Apartment Complex, Savannah, GA; Olmsted Savannah, LLC, Owner; Studio Architects, LLC, Architect. \$32,659,962.
7. Campground Road Sewer Ext., Greensboro, NC; Campground Road, LLC, Owner; Civil Designs, Engineer. Design/Build. \$1,436,345.
8. Link Apartments 4th Street, 224 Unit Apartment Complex, Winston-Salem, NC; Fourth Street Winston-Salem Apartments, LLC, Owner; BB & M Architecture, PLLC, Architect. HUD. \$33,351,300.
9. Lafayette Park, Retirement Complex, Cary, NC; Griffin Weston DE, LLC, a Delaware limited liability company, Owner; Alexander V. Bogaerts + Associates, P.C., Architect. \$42,925,759
10. Sandvik, 80,000 SF Expansion Upfit, Mebane, NC; Sandvik Machining Solutions USA LLC, Owner; Triad Design Group, Architect. Design/Build. \$595,645.
11. SAHS Production Process Plant, 30,000SF Renovation, Greensboro, NC; Drug Ocean, LLC, Owner; Triad Design Group, Architect. Design/Build. \$326,320 (demo phase)
12. Ancora Education Miller-Motte Technical College, 12,000 SF Tenant Upfit, Wilmington, NC; STVT-AAI Education, Inc. Owner; Nelson Architecture & Interiors, Inc., Architect. Design/Build. \$665,623.
13. Trident Medical Center, Nursing Unit Renovation, Charleston, SC; HCA Management Services, LP dba Trident Medical Center, Owner; Novus Architects Inc. \$12,522,596.
14. Trident Medical Center Center Cysto Room Equipment Renovation & ACC Observation Renovation, Charleston, SC; HCA Management Services, LP dba Trident Medical Center, Owner; Novus Architects Inc. \$315,908.
15. Sharon Elementary School (17), Charlotte, NC; Charlotte-Mecklenburg Board of Education, Owner; Clark Nexsen, Architect. Preconstruction.

16. Zoo Expansion and Tiger Holding Projects, Greensboro, NC; Natural Science Center of Greensboro, Inc. Owner; Lindsey Architecture, Architect. \$842,238 (Tiger component).
17. University City Station Apartments II, 344,482 SF, Charlotte, NC; University City Station North, LLC, Owner; BB&M Architecture. \$41,410,790.
18. Spyder Auto Group 200,000 SF Cold-Dark Shell Building, Summerville, SC; RS Omni 200k, LLC, Owner; Triad Design Group, Architect. Design/Build. \$10,784,152.
19. Sandhills Center Child Facility Crisis Center, Greensboro, NC; Sandhills Center for Mental Health, Development Disabilities and Substance Abuse Services, Owner; Teague Freyaldenhoven Freyaldenhoven Architects & Planners, LLC, Architect. Negotiated. \$7,515,863.
20. Fire Station #56, Greensboro, NC; The City of Greensboro, Owner; CM@Risk. \$666,147.
21. Fire Station #7 and #7 Temporary Site Project, Greensboro, NC; The City of Greensboro, Owner; CM@Risk. \$433,662.
22. Eugene Street Parking Deck, Greensboro, NC; The City of Greensboro, Owner; CJMW Architecture, Architect. CM@Risk. \$21,078,068.
23. 3020 Hillsborough, 134 Unit Student Housing, Raleigh, NC; CA Student Living Raleigh PD, LLC, Owner; \$30,081,188.
24. 137 Franklin Street, Interior & Exterior Renovations to Office Building, Chapel Hill, NC; 137 E. Franklin, LP, Owner; Alliance Architecture, Architect. Negotiated. \$1,943,519.
25. High Point Police Dept. HQ & Communications Center, City of High Point, Owner; Creech & Associates, PLLC, Architect. CM@Risk. \$5,149,827.
26. Aircraft Production Support Facility, 62,000 SF, Greensboro, NC; Confidential Client, Owner; MBI Companies, Inc., Architect. General Construction. \$1,636,152.
27. Guilford County Behavioral Health Urgent Care, 15 Bed, Crisis Center & Outpatient, Greensboro, NC; Guilford County, Owner; Teague Freyaldenhoven Freyaldenhoven Architects & Planners, LLP, Architect. \$15,068,888.
28. Campground Road, 121,161SF Cold-Dark Industrial Shell Building, Greensboro, NC; Campground Road, LLC, Owner; Triad Design Group, Architect. Design/Build. \$5,605,993.
29. UPI, 84,000 SF Renovation and 40,138 SF Addition, Mebane, NC; A Samet 2390 Park Center, LLC, Owner; Triad Design Group, Architect. Design/Build. \$9,114,298.
30. Forsyth County Courthouse and Administrative Building, Winston-Salem, NC; County of Forsyth, Owner; CJMW Architecture, Architect. Project completed by Balfour Beatty/Samet Corporation – A Joint Venture Partnership. Preconstruction Phase.
31. Rotary Carousel, Carousel at Greensboro Science Center, Greensboro, NC; The Rotary Carousel, LLC, Owner; Lindsey Architecture, Architect. Design/Build. \$1,816,691.
32. Solis Cary Apartments, 318,775 SF, 240 Unit Apartment Complex, Cary, NC; CRP/TP Solis Alston Owner, LLC, Owner; J Davis Architects, Architect. \$34,471,405.

33. Glen Lennox: Link Apartments Linden, HUD Project #053-362-63, 4-Story, Multi-family Building with 5-story Precast Garage, Chapel Hill, NC.; Link Apartments Glen Lennox, LLC, a Delaware Limited Liability Company, Owner; BB&M Architecture, PLLC, Architect.. \$40,006,965.
34. Link Apartments Linden Offsite Construction, Roads and Site Utilities related to Link Apartments Linden, Chapel Hill, NC; ink Apartments Glen Lennox, LLC, a Delaware Limited Liability Company, Owner; BB&M Architecture, PLLC, Architect. \$2,075,748.
35. Halifax IDA, CQTI Laboratory Building & 50,000 SF Industrial Shell Building, South Boston, VA; Industrial Development Authority of the County of Halifax, Virginia, Owner; Dewberry, Architect. Design/Build. \$9,119,292.
36. Bishop Gadsden Pocket Neighborhood, Construction of 8 Cottage Homes, Charleston, SC; Bishop Gadsden Episcopal Retirement Community, Owner; RLPS Architects, Architect. Negotiated. \$10,852,991.
37. Nido and Marianna Qubein Arena and Conference Center, High Point, NC; High Point University, Owner; CJMW Architecture, PA, Architect. \$126,292,269. This project is being completed by Christman Samet, a Joint Venture.
38. TBP Spec Building, 347,070 SF "Cold-dark" Shell Building with Associated Site Improvements (aka Butters), Kernersville, NC; SST Properties, LLC, SB Johnson II, LLC and NB Johnson II, LLC, Owners; Triad Design Group, PC, Architect. Design/Build. \$10,393,570.
39. Hillstone at Cameron Village, 3-Story Multi-Family Project (170,000 SF), Raleigh, NC; LG Oberlin, LLC, Owner; JDavis Architects, Architect. Negotiated. \$32,069,518.
40. Southminster Terraces 3 & 4, 36 Unit Senior Living, Charlotte, NC; Southminster, Inc., Owner; Perkins Eastman Architect, D.P.C., Architect. Negotiated. \$34,438,712.
41. Link Mixson Phase II, 90 Unit, 3-Story Apartment Buildings, Charleston, SC; Mixson Charleston Apartments LLC, Owner; BB&M Architecture, PLLC. Negotiated. \$11,695,082.
42. CCEP Lot 1 Spec Building, 117,040 SF Industrial Shell Building, Sanford, NC; Lee County Growth 1, LLC, Owner; Triad Design Group, PC, Architect. Design/Build. \$4,693,043.
43. Cambro Driveway Connection, Mebane, NC, A Campbell Holdings LLC, Owner, Triad Design Group, Architect/Engineer. Preconstruction \$46,593.
44. Airgas, Mebane, NC; Airgas USA LLC, Owner; WorleyParsons, Architect. Negotiated. \$7,170,534.
45. Sedgefield Apartments, 263 Multi-family Apartments, Charlotte, NC; Marsh SMF Parcel C LLC, Owner; BB+M Architecture, Architect. \$49,066,351.
46. Averitt Trucking, Kernersville, NC; Averitt Properties, Owner; Triad Design Group, Architect. Design/Build. \$15,161,787.
47. Link Montford Apartments, Phase 1 Site Work, Charlotte, NC; Park Charlotte Declarant, LLC, Owner; BB+M Architecture, Architect. Negotiated. \$50,745,091.
48. Link Apartments Innovation Quarter, 344 Multi-Family Units and 7-story, 286,424 SF (872 space) Parking Deck, Winston-Salem, NC; Innovation Quarter Winston-Salem Apartments, LLC, Owner; BB+M Architecture, Architect. \$57,238,451.
49. Glen Raven Global HQ Renovation, Phase 1, Glen Raven, NC, Glen Raven Custom Fabrics, Owner; \$35,135,066.

PRELIMINARY SCHEDULE

Phase One



Start Date: Jul-01-20	Data Date: Jul-01-20
Finish Date: Apr-07-21	Run Date: Feb-19-20

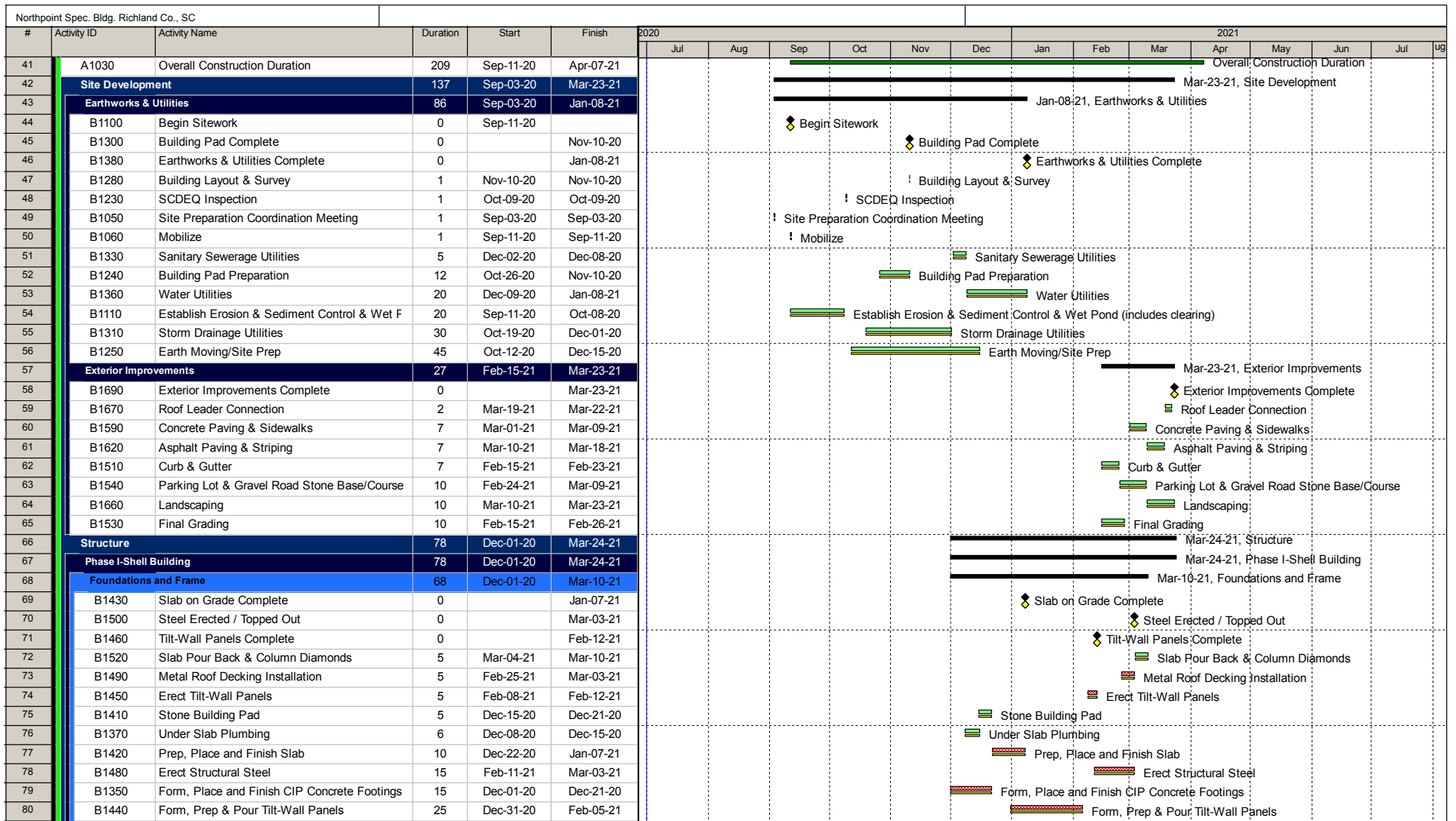
Remaining Level of Effort	Critical Remaining Work	Primary Base...
Actual Level of Effort	Start Constraint	Baseline Mile...
Second Baseline	Finish Constraint	
Actual Work	Milestone	
Remaining Work	Summary	

Northpoint Spec. Bldg. Richland Co...
 Preliminary Schedule Phase 1
 Page 1 of 3



PRELIMINARY SCHEDULE

Phase One



Start Date: Jul-01-20	Data Date: Jul-01-20
Finish Date: Apr-07-21	Run Date: Feb-19-20

- Remaining Level of Effort
- Actual Level of Effort
- Second Baseline
- Actual Work
- Remaining Work
- Critical Remaining Work
- △ Start Constraint
- △ Finish Constraint
- ◆ Milestone
- Summary
- Primary Base...
- ◆ Baseline Mile...

Northpoint Spec. Bldg. Richland Co....
 Preliminary Schedule Phase 1
 Page 2 of 3



PRELIMINARY SCHEDULE

Phase One

Northpoint Spec. Bldg. Richland Co., SC						2020												2021											
#	Activity ID	Activity Name	Duration	Start	Finish	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug										
81		Building Envelope	28	Feb-15-21	Mar-24-21										Mar-24-21, Building Envelope														
82	B1700	Building Envelope Complete	0		Mar-24-21										◆ Building Envelope Complete														
83	B1630	Envelope Dry-in Complete	0		Mar-12-21										◆ Envelope Dry-in Complete														
84	B1560	Install Exterior Personnel Doors & Frames	5	Mar-11-21	Mar-17-21										■ Install Exterior Personnel Doors & Frames														
85	B1550	Metal Stairs/ Landings & Caged Ladder	5	Mar-11-21	Mar-17-21										■ Metal Stairs/ Landings & Caged Ladder														
86	B1640	Metal Awnings/Canopies	5	Mar-15-21	Mar-19-21										■ Metal Awnings/Canopies														
87	B1650	Metal Coping, Gutters & Downspouts	5	Mar-12-21	Mar-18-21										■ Metal Coping, Gutters & Downspouts														
88	B1470	Tilt-Wall Panel Caulking	6	Feb-15-21	Feb-22-21										■ Tilt-Wall Panel Caulking														
89	B1580	Expansion Wall	7	Mar-04-21	Mar-12-21										■ Expansion Wall														
90	B1570	Entrance Storefront	7	Mar-04-21	Mar-12-21										■ Entrance Storefront														
91	B1610	Overhead Coiling Doors	7	Mar-11-21	Mar-19-21										■ Overhead Coiling Doors														
92	B1680	Pressure Wash Tilt-Wall Panels & Exterior Paint	15	Mar-04-21	Mar-24-21										■ Pressure Wash Tilt-Wall Panels & Exterior Paint														
93	B1600	Roof Insulation & Membrane	15	Mar-02-21	Mar-22-21										■ Roof Insulation & Membrane														
94		PME& FP Systems	0																										
95		Interiors and Trim-out Warehouse	0																										
96		Phase II-Office Build-out	0																										
97		Framing and PME & FP Rough-ins	0																										
98		Interiors & Trimout	0																										
99		Punch List and Final Inspections	10	Mar-25-21	Apr-07-21										■ Apr-07-21, Punch List and Final Inspections														
100		Punch List	10	Mar-25-21	Apr-07-21										■ Apr-07-21, Punch List														
101	B1710	Final Cleaning	2	Mar-25-21	Mar-26-21										■ Final Cleaning														
102	B1730	Samet Corporation Punch List	5	Apr-01-21	Apr-07-21										■ Samet Corporation Punch List														
103	B1720	Subcontractor Punch List	5	Mar-25-21	Mar-31-21										■ Subcontractor Punch List														
104		Final Inspections	5	Apr-01-21	Apr-07-21										■ Apr-07-21, Final Inspections														
105	B1750	Substantial Completion	0		Apr-07-21										◆ Substantial Completion														
106	B1740	Richland Co. Inspections	5	Apr-01-21	Apr-07-21										■ Richland Co. Inspections														
107		Commissioning & Closeout	0																										
108		Commissioning	0																										
109		Closeout	0																										

Start Date: Jul-01-20	Data Date: Jul-01-20
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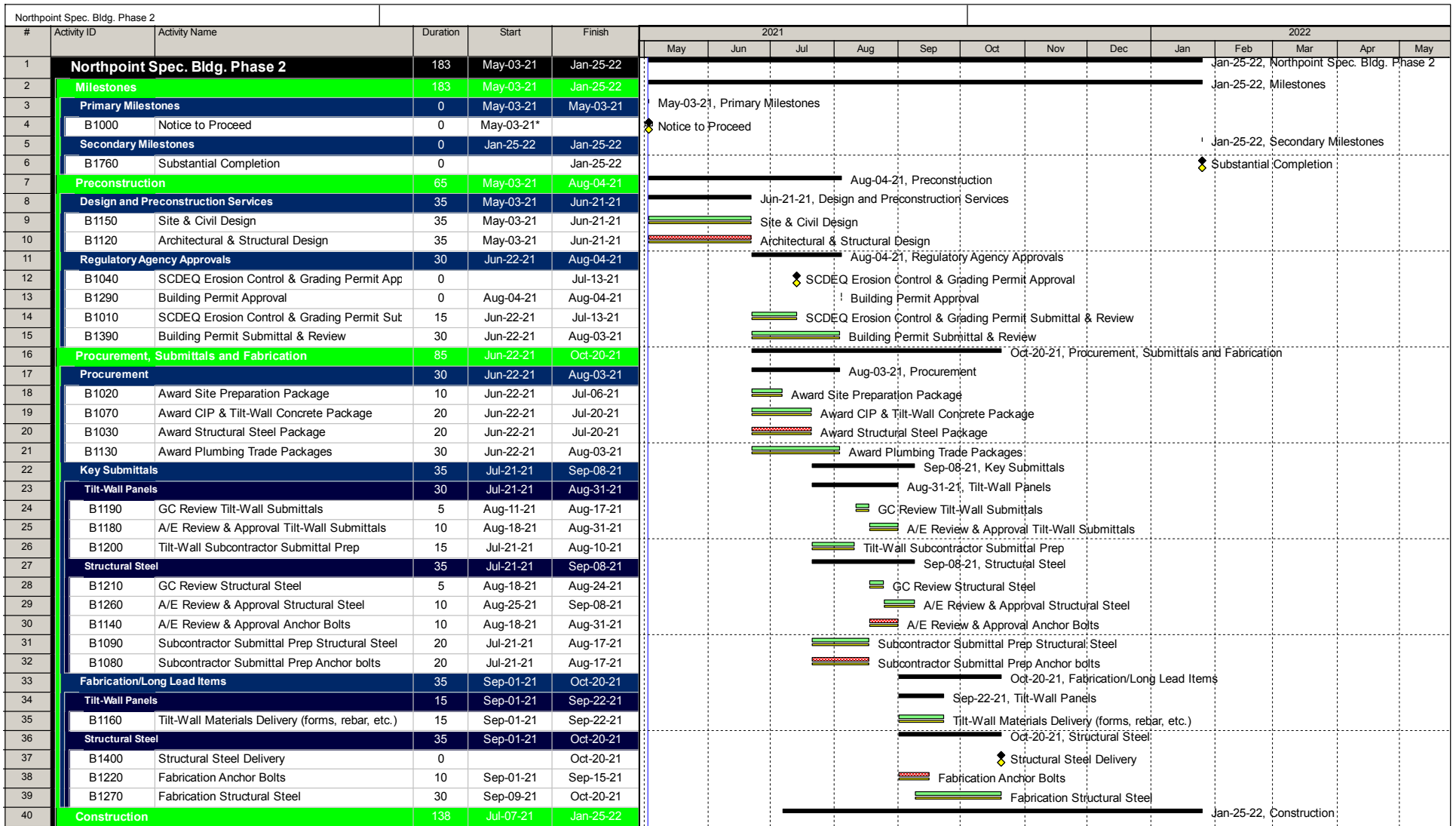
Remaining Level of Effort	Critical Remaining Work	Primary Base...
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Actual Work	Milestone	
Remaining Work	Summary	

Northpoint Spec. Bldg. Richland Co....
 Preliminary Schedule Phase 1
 Page 3 of 3



EXPANSION SCHEDULE

Phase Two



Northpoint Spec. Bldg. Phase 2
Preliminary Schedule
Page 1 of 3

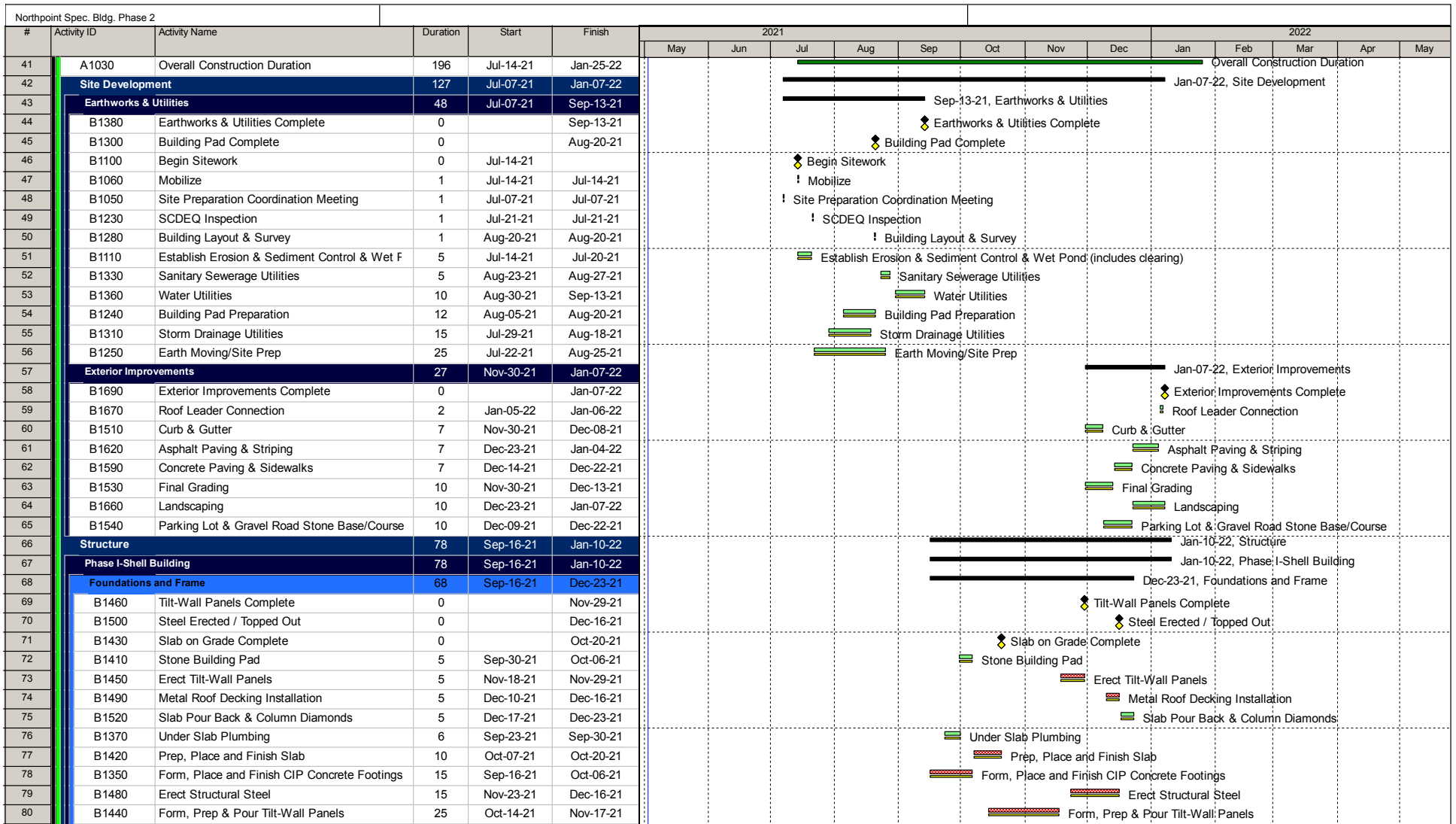


Remaining Level of Effort	Critical Remaining Work	Primary Base...
Actual Level of Effort	Start Constraint	Baseline Mile...
Second Baseline	Finish Constraint	
Actual Work	Milestone	
Remaining Work	Summary	

Start Date: May-03-21	Data Date: May-03-21
Finish Date: Jan-25-22	Run Date: Feb-19-20

EXPANSION SCHEDULE

Phase Two



Start Date: May-03-21	Data Date: May-03-21
Finish Date: Jan-25-22	Run Date: Feb-19-20

- Remaining Level of Effort
- Actual Level of Effort
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- Actual Work
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Northpoint Spec. Bldg. Phase 2
 Preliminary Schedule
 Page 2 of 3



EXPANSION SCHEDULE

Phase Two

Northpoint Spec. Bldg. Phase 2						2021												2022				
#	Activity ID	Activity Name	Duration	Start	Finish	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May				
81		Building Envelope	28	Nov-30-21	Jan-10-22									Jan-10-22, Building Envelope								
82	B1630	Envelope Dry-in Complete	0		Dec-28-21								◆ Envelope Dry-in Complete									
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85	B1640	Metal Awnings/Canopies	5	Dec-29-21	Jan-05-22								■ Metal Awnings/Canopies									
86	B1550	Metal Stairs/ Landings & Caged Ladder	5	Dec-27-21	Jan-03-22								■ Metal Stairs/ Landings & Caged Ladder									
87	B1560	Install Exterior Personnel Doors & Frames	5	Dec-27-21	Jan-03-22								■ Install Exterior Personnel Doors & Frames									
88	B1470	Tilt-Wall Panel Caulking	6	Nov-30-21	Dec-07-21								■ Tilt-Wall Panel Caulking									
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Northpoint Spec. Bldg. Phase 2
 Preliminary Schedule
 Page 3 of 3



FEEES



Design Fees: \$175,000

Subcontractor Default Insurance Rate: \$74,247 (1.35%)

Builders Rick Insurance: \$14,210 (0.25%)

Building Permit: \$19,010 (0.33%)

Business License: \$22,736 (0.40%)

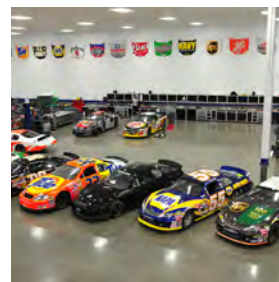
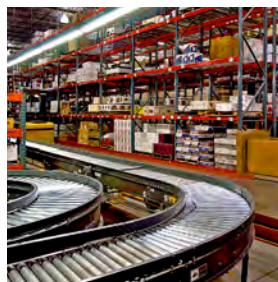
Warranty/Closeouts: \$11,358 (0.20%)

General Liability Insurance: \$45,333 (0.75%)

GC/CM Payment & Performance Bond Rate: \$34,760 (0.58%)

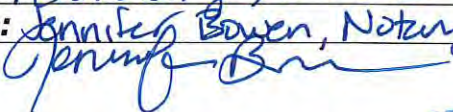
Fee: \$211,503 (3.5%)

ATTACHMENTS



The Offeror must furnish items and services identified under Scope of Services in accordance with Special Conditions/Provisions, requirements and all other terms and conditions as set forth elsewhere herein. By executing this document the Offeror is agreeing to and acknowledging the acceptances of the responsibility to provide all as specified; this page must be submitted with the Offer. The Offeror also understands by executing and dating this document their proposed prices/costs shall hold firm for a period of not less than *ninety (90)* calendar days after the date of the solicitation award.

Company name: Samet Corporation	
Name of Agent (Print or Type): Chris Knight	
Title: Regional Vice President	Date: 2/21/2020
Signature of Agent: 	
Telephone # 704-697-2192	Fax #: 336-544-2638
Federal Identification Number: 56-0794883	
Email address: cknight@sametcorp.com	
Subscribed and sworn to me this 21 st day of February, 2020	
my commission expires: June 9, 2023	Title: Jennifer Bowen, Notary Public
<small>(Must be notarized by a Notary Public)</small>	





RICHLAND COUNTY GOVERNMENT COLUMBIA SOUTH CAROLINA 29224-1002

**SOLICITATIONS, OFFERS AND AWARDS
(SUPPLIES, GOODS, EQUIPMENT, SERVICES)**

*******SOLICITATION*******

1. SOLICITATION: # RC-327-P-2020	4. Description: Northpoint Spec Building
2. ISSUE DATE: February 10, 2020	6. Pre-Solicitations Conference: NONE
3. CONTACT INFORMATION SHOWN BELOW PROCUREMENT AGENT: Jennifer Wladischkin	
Fax (803) 576-2135 Email: wladj@richlandcountysc.gov	
5. SUBMIT SOLICITATIONS TO: RICHLAND COUNTY GOVERNMENT OFFICE OF PROCUREMENT & CONTRACTING 2020 HAMPTON STREET SUITE 3064 (Third Floor) Columbia, SC 29204	

6a. Submission Deadline: **TUESDAY** Date: **FEBRUARY 25, 2020** Time: **2:00pm**

7. Submit Sealed Solicitations: One (1) original and one electronic of the original by: Compact Disc (CD), Universal Serial Bus (USB) or Flash Memory Data Storage Device (Flash Drive)

8. Firm Offer Period: One hundred eighty (180) calendar days

9. This solicitation consists of Section "A" through Section "F" to include all addendum's

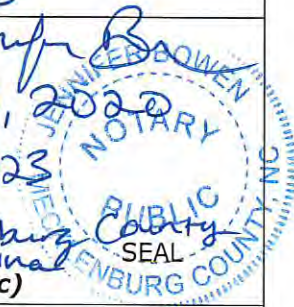
OFFEROR BUSINESS CLASSIFICATION (TO BE COMPLETED BY OFFEROR)

10. Check Appropriate	Partnership	Individual	Corporation	Sole Proprietorship
	Trading under Trade Name of: Samet Corporation			
African-American Female (AAF)	Hispanic Female (HF)	White Female (WF)		
African-American Male (AAM)	Hispanic Male (HM)	Other:		
Asian Female (AF)	Native American Female (NAF)			
Asian Male (AM)	Native American Male (NAM)			

11. All deliveries must be FOB Destination and Payment Terms will be a minimum of Net 30

12. OFFER: In compliance with above, the undersigned agrees, if this Solicitation is accepted within the period specified in above, to furnish any or all requested in this solicitation as and specified.

13. Name and address of Entity (Type or print): Samet Corporation 5605 Carnegie Blvd. Suite 220 Charlotte, NC 28209 e-mail: cknight@sametcorp.com Telep hone #: 704-697-2192	14. Name & Title of Agent Authorized to sign the Solicitations. (Type or Print): Chris Knight, Regional VP
	15. Signature of Agent & Date <i>[Signature]</i> 21 Feb 20
	16. Subscribed and sworn to me This day of February 21, 2020 My commission expires: June 9, 2023 (Title) Jennifer Bowen Notary Public in Mecklenburg County North Carolina (Must be notarized by a Notary Public)



AWARD (TO BE COMPLETED BY RICHLAND COUNTY GOVERNMENT)

17. Approval Date:	18. Award:	19. Contract #:
20. Contracting Officer:	21. Signature:	22. Award Date:

Richland County Council Request for Action

Subject:

I move that Richland County disqualify any vendor in its procurement process as a “qualified bidder” if Richland County is currently in any legal dispute, lawsuit or settlement negotiation either individually or jointly named [WALKER]

Notes:

June 2, 2020 – The Committee recommended to add the following language to subsection 2-261.2(4): “The deliberate failure without good cause to perform in accordance with the specifications of, or within the time limit provided in, a contract, or a recent record of failure to perform or of unsatisfactory performance in accordance with the terms of one (1) or more contracts need not result in formal claims or litigation by any party to any contractual relationship entailed in this section. Further, the mere fact of litigation is not an event of automatic debarment. Rather, the procurement director shall look at each instance of failure to perform in a timely manner or accordance with contract specifications, or a recent record of failure to perform or of unsatisfactory performance in accordance with the terms of one (1) or more contracts to determine if such performance or failure to perform would tend to impact the person’s or firm’s ability to acceptably perform in the contractual arrangement for which debarment is considered, and the feasibility of the County entering into a contractual relationship with or continuing a contractual relationship with a person or firm whose performance falls under this subsection.”

Richland County Council Request of Action

Subject:

Report of the Blue Ribbon Ad Hoc Committee:

- A. HMGP 4241-DR (2015 Flood) Property Buyout Program Update – Disqualification of Two (2) Properties
- B. Small Rental Rehab (SRR) Program Update – Reopen the SRR Program
- C. Reallocation of Funding for the Business Assistance Program (BAP) – Close the BAP Program
- D. Continuation of Recovery Consultancy Services – Change Order #8 for Task Order #



June 2, 2020

The Blue Ribbon Committee (BRC) met on May 28, 2020; Councilmembers Livingston, Myers, and Dickerson are the representatives from the County Council. Councilmembers Livingston and Myers were present. A copy of the PowerPoint presentation and Change Order #8 to Tetra Tech Task Order #7 is attached.

- A. Richland County administers the FEMA Hazard Mitigation Grant Program (HMGP) 4241-DR for the 2015 flood through its Emergency Services Department for voluntary property buyouts partially funded through a 25 percent match of CDBG-DR funds. During the acquisition process of two (2) non-residential properties (same corporate ownership), staff was notified the property owner would not accept the purchase contract without significant revisions. The revisions sought full indemnification for the property owner of any hazardous material findings on the properties. The properties were subsequently viewed and it was determined there is a significant potential of hazardous material contamination. Due to the hazardous material indemnification requisite, it was recommended to the County Administrator to withdraw from further acquisition consideration. The Administrator concurred, and directed the withdrawal be presented to the BRC for action.
- May 28, 2020: The BRC reviewed and unanimously recommended County Council formally approve withdrawal of these two (2) non-residential properties from program acquisition.
- B. The Small Rental Rehab (SRR) program was closed due to inactivity and moved the monies into the SFR program. Staff have identified at least one SRR that applied on time and is qualified for repair.
- May 28, 2020: The BRC reviewed and unanimously recommended County Council reopen the SRR program by transferring \$400,000 from the SFR program to the SRR program to conduct repairs to any qualified SRR that are eligible for repairs under the program guidelines.
- C. The County has received no activity in the Business Assistance Program (BAP) while staff have identified significant needs in the Single Family Repair (SFR) program. At its February 20, 2020 meeting, BRC members requested that staff provide some additional information pertaining to the BAP, including the number and list of businesses canvassed by staff prior to onboarding an implementing contractor for the program, the options for the current funding allocated to the BAP, and the budget and timeline for the re-allocation of funds to the DR housing program. This information was provided to the BRC. It was also noted that that the County allocated \$500,000 for a Small Business Grant Relief Program to assist small businesses impacted by COVID-19 in unincorporated Richland County.
- May 28, 2020: The BRC reviewed the information and unanimously recommended County Council close the BAP program and transfer \$1,050,000 from the BAP program into the SFR program.
- D. Tetra Tech is the disaster recovery firm that has been employed by Richland County since shortly after the October 2015 flood. The consulting expertise, staffing, and capacity of Tetra Tech has ensured Richland County is successfully administering the SFR program through its Task Order #7 – Community Development Block Grant Disaster Recovery (CDBG-DR) Planning and Implementation Services (October 2015) Severe Storm and Flooding as current County staff does not have the expertise or the resources. The current COVID-19 pandemic and public health crisis has significantly affected the ability for contractors to conduct work due to homeowners' inability to hire movers, homeowners' fear of the virus, and contractor's

workforce affected by the pandemic, which necessitates an extension of the period of performance with corresponding funding through a change order.

- May 28, 2020: The BRC reviewed the change order and unanimously recommended County Council approve Tetra Tech Change Order #8 for Task Order #7 to extend the period of performance to October 2, 2020 and increase the task order to \$214,176.00 due to delays from COVID-19.



Richland County Blue Ribbon Committee

May 28, 2020

CDBG-DR and CDBG-MIT Updates



Agenda Overview



- Welcome
- Overall Recovery Program Update
- HMGP 4241 (2015 Flood) Property Buyout Program Update [Action]
 - Residential Property Acquisitions Update
 - Non-Residential Property Acquisitions Update
 - Disqualifications of Two (2) Properties
- CDBG-DR Update [Action]
 - Single Family Homeowner Rehab Program Update
 - Small Rental Rehab (SRR) Program Update
 - Options for Business Assistance Program (BAP)
 - Change Order #8 for Task Order #7
- CDBG-MIT Update [Action]
 - Action Plan
 - Public Comments and Responses
- Next Steps
- Adjourn

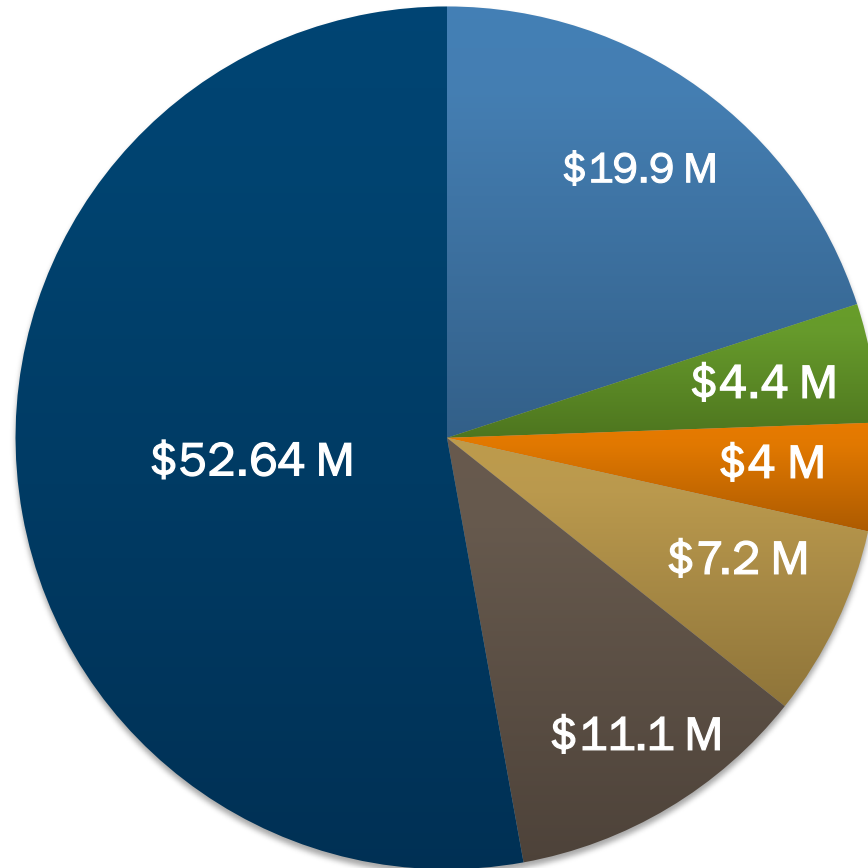
Overall Recovery Program Update



Resources to Rebuild Richland County

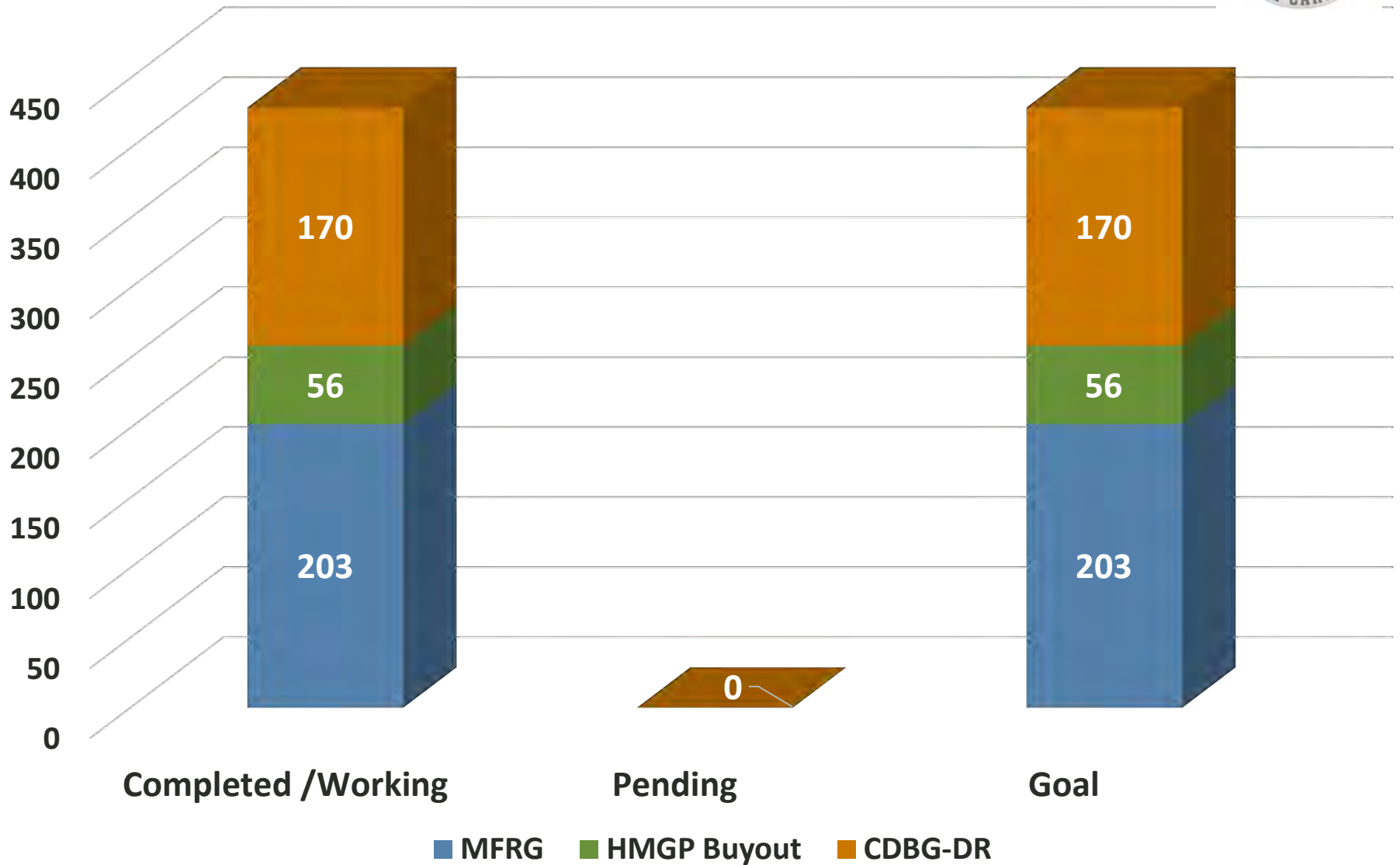


\$99,236,208



■ IA ■ PA ■ VOADS - City ■ VOADs - County ■ HMGP ■ CDBG-DR

Rebuilding Richland County



HGMP 4241 (2015 Flood) Update



HMGP 4241-DR (2015 Flood) Update



Property Acquisitions

- We were approved for the acquisition of seventy-four (74) properties.
 - Sixty-Four (64) Residential Properties
 - Ten (10) Non- Residential properties
- Subsequently, 18 properties either withdrew from the program or were disqualified
 - Ten (10) Residential Properties
 - Eight (8) Non-Residential Properties
 - Please see Slide #9 for action required on two of the non-residential properties
 - Fifty-Six (56) eligible properties remained eligible.
- We have concluded all fifty-six (56) property acquisitions at this time.

HMGP 4241-DR (2015 Flood) Update



Demolition/Land Restoration Phase

- We are now progressing with the Demolition /Land Restoration Phase of the Project:
 - Of the fifty-six (56) properties,
 - 47 have completed demolition/land restoration
 - 3 have pending demolition change orders
 - 3 are problematic properties
 - We are working with RC Building Codes and Inspections
 - Will require engineering study
 - 3 are vacant lots
 - No demolition needed.
- Note: We are working with Community Planning & Development (Conservation Division) on reforestation of applicable properties.
 - Trillion Trees Project

HMGP 4241-DR (2015 Flood) Update



- During the acquisition process of two (2) non-residential properties (same corporate ownership) we were notified the property owner would not accept the purchase contract without significant revisions.
 - One the revisions sought full indemnification for the property owner of any hazardous material findings on the properties
 - The properties were subsequently viewed and it was determined there is a significant potential of hazardous material contamination (Brown Fields)
 - Due to the hazardous material indemnification requisite, it was recommended to the County Administrator we withdraw from further acquisition consideration.
 - The Administrator concurred, and directed the withdrawal be presented to the BRC for action.
- **Action:** Recommend County Council formally approve withdrawal of these two (2) non-residential properties from program acquisition.

CDBG-DR Update



CDBG-DR Rehab Status



Completed

- 56 MHUs have completed construction.
- 81 stick built home repairs have begun
 - 76 completed repairs.
- 33 rebuilds have begun construction.
 - 14 completed rebuilds.

Expectations

- All stick built repairs and rebuilds expected to be completed by October.

COVID-19 Response

- Staff modified program policies and procedures for completing punch list items and closings and approval of invoices and change orders.

CDBG-DR Rehab Status



Previously, we closed the Small Rental Rehab (SRR) program due to inactivity and moved the monies into the SFR program.

We have found at least one SRR that applied on time and is qualified for repair.

Action: Recommend County Council reopen the SRR program by transferring \$400,000 from the SFR program to the SRR program to conduct repairs to any qualified SRR that are eligible for repairs under the program guidelines.

- All funds will come from the CDBG-DR grant money.
- No cost to the County.

CDBG-DR Rehab Status



The County has received no activity in the Business Assistance Program while we have significant needs in the SFR program.

- County staff canvassed 25 businesses in 2016-2017 and determined as of last year that only 5 businesses could still be assisted

Option #1: Conduct another RFP to procure an implementing contractor for the BAP

- All CDBG-DR funds must be expended by November 2022
- The first unsuccessful contractor was provided a two-year contract period to conduct and complete outreach, application intake, verification of eligibility, and loan funding for a minimum of 14 businesses

CDBG-DR Rehab Status



Option #2: Close the BAP and transfer \$1,050,000 from the BAP into the SFR Program

- Anticipate completing an additional 10-15 homes on the frozen list based on average construction and relocation costs and depending on the mix of repairs vs. rebuilds

Action: Recommend County Council close the BAP program and transfer \$1,050,000 from the BAP program into the SFR program.

- All funds will come from the CDBG-DR grant money.
- No cost to the County.

Currently, the CDBG-DR program has 110 homes frozen and another 118 individuals on the waiting list.

CDBG-DR Rehab Status



COVID-19 has impacted the ability for contractors to conduct work due to homeowners inability to hire movers, homeowners fear of the virus, or contractor's workforce affected by the outbreak.

Action: Recommend County Council approve Tetra Tech Change Order #8 for Task Order #7 to extend the period of performance to October 2, 2020 and increase the task order to \$214,176.00 due to delays from COVID-19.

**RICHLAND COUNTY, SOUTH CAROLINA
TASK ORDER No. 7-2016-RichlandCo**

**CHANGE ORDER
AUTHORIZATION No. 8**

In accordance with **TASK ORDER No. 7-2016-RichlandCo** dated June 27, 2016 between **Richland County, South Carolina** (County) and **Tetra Tech, Inc.** (Tetra Tech), County hereby authorizes the following **Scope of Services** to be performed for the **Period of Performance** and **Estimated Project Cost** as set forth herein:

PROJECT: Community Development Block Grant Disaster Recovery (CDBG-DR) Planning and Implementation Services -- October/2015 Severe Storm and Flooding

The Task Order is amended as follows:

SCOPE OF SERVICES:

Delete: The County and Tetra Tech agree that Tetra Tech will provide services described in the scope of work attached hereto as **Exhibit A7**.

Add: The County and Tetra Tech agree that Tetra Tech will provide services described in the scope of work attached hereto as **Exhibit A8**.

PROJECT SCHEDULE/TIMELINE:

The new Period of Performance will end on October 2, 2020. The project work schedule will be reviewed during the last 90 days of the Period of Performance to determine if a work extension is required for one or more of the positions budgeted for in this task order.

ESTIMATED COST (not to exceed):

The project not-to-exceed amount will increase by \$213,776.00 from \$4,615,924.00 to \$4,829,700.00.

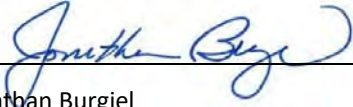
This change order reflects the revised project scope, project cost increase, and extended period of performance to October 2, 2020.

All other terms of **TASK ORDER No. 7-2016-RichlandCo** shall continue in full force and effect unless further amended by the Parties.

APPROVED BY:

Tetra Tech, Inc.

Richland County, South Carolina

Signature: 
Name: Jonathan Burgiel
Title: Business Unit President
Date: April 6, 2020

Signature: _____
Name: _____
Title: _____
Date: _____

EXHIBIT A8

Richland County, South Carolina CDBG-DR Planning and Implementation Services EIGHTH Change Order Request

April 6, 2020

BACKGROUND AND PURPOSE

The flooding event that impacted the State of South Carolina from Oct 1 thru 5, 2015 was unprecedented in nature, destroying significant infrastructure throughout the State. Richland County was one of the most impacted areas, with many residents' homes flooded and hundreds of roads made impassable. As a result of the storm, many homeowners, many with low to moderate income, experienced significant losses not fully covered by insurance or FEMA Individual Assistance.

As a result of the disaster, Richland County was provided a direct allocation of \$23.5 million in U.S. Department of Housing and Urban Development (HUD) CDBG-DR funds to assist the County with the unmet needs of its citizens from the storm. The County has developed and had HUD approve an Action Plan and must implement the plan to manage these funds meticulously and comply with all HUD regulations.

Richland County (the "County") approved **Task Order No. 7-2016-RichlandCo** for Tetra Tech, Inc. (Tetra Tech) to provide experienced staff to help develop the processes for administering the CDBG-DR funds and implement the resulting housing programs thru June 26, 2017. This Task Order No. 7 was subsequently modified without an increase in budget (**Task Order No. 7-2016-RichlandCo Change Order #1**) to include certain Tetra Tech staff to the task order to handle tasks associated with applicant intake, processing, funding approval, and field work management.

The County approved a second change order (**Task Order No. 7-2016-RichlandCo Change Order #2**) to authorize Tetra Tech to provide a full complement of staff to plan and implement the County's CDBG-DR program thru June 15, 2017 without changing the original task order budget (attached hereto as Attachment B).

The County subsequently approved a third change order to the scope and budget (**Task Order No. 7-2016-RichlandCo – Change Order #3**) to authorize Tetra Tech to provide CDBG-DR staffing thru February 28, 2019 during which time it was anticipated the majority of the CDBG-DR funds would have been expended. This third change order covered work beginning June 27, 2016 and continuing through February 28, 2019. The third change order increased the amount of the not to exceed cost for Tetra Tech's services from \$996,843 to \$2,968,564.

In February, 2017, Richland County formally sought additional CDBG-DR funding from HUD. As a result, HUD awarded Richland County an additional \$7.25 million in HUD CDBG-DR funds to further assist the County with unmet needs of its citizens from the storm. As a result of this additional funding, the County has requested Tetra Tech to submit a fourth change order to extend the period of performance through December 31, 2019 in order to administer the additional HUD funding. (**Task Order No. 7-2016-RichlandCo – Change Order #4**). This additional change order covers the increased project costs with repairing an increased number of single-family homes and/or replacing mobile home units from an originally estimated 178 units to up to 200 units. This fourth change order covers work beginning June 27, 2016 and continuing through December 31, 2019. It is anticipated that any remaining work beyond December 31, 2019 would be transitioned to County staff for project wrap-up and closeout. This fourth change order will also increase the amount of the not to exceed cost for Tetra Tech's services from \$2,968,564 to \$4,268,564.

On June 31, 2018, the task order that was paying for the Project Manager's travel expenses ends. Prior to June 13, 2018, the Project Manager's time was split amongst several other Richland County task orders. Starting July 1, 2018, the Project Manager will focus his time on **Task Order No. 7-2016-RichlandCo. Change Order #5** increased the amount of the not to exceed cost for Tetra Tech's services from \$4,268,564 to \$4,365,059 to cover the Project Manager's travel expenses under **Task Order No. 7-2016-RichlandCo**.

In March, 2019, Richland County made a decision to implement control and oversight changes to the CDBG-DR program. At the time, the cost to this change had not been determined. This change order reflects the cost of the changes found in **Change Order #6** and the increased period of performance in Change Order #7.

TASK ORDER No. 7-2016-RichlandCo
Change Order No. 8

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In March, 2020, Richland County as well as the entire country was impacted by COVID19. The impact to the project was primarily a delay in construction. Therefore, Richland County requests that Tetra Tech extend its project management services until October 2, 2020. This change order reflects the cost of the changes found in **Change Order #7** and the increased period of performance in Change Order #8.

SCOPE OF WORK

The County has requested that the following technical staff/services be provided by Tetra Tech:

- CDBG-DR Project Manager
- Housing Construction Manager
- Compliance Manager
- Case Workers Outreach/Intake and Application Review Specialists
- Environmental Review of Record and Historical Reviewers (ERR)
- Lead-Based Paint Inspectors
- 2 Inspectors/Cost Estimators
- Electronic/IT Specialist
- Uniform Relocation Act (URA) Services
- Additional support as required

The staff shown for the positions listed will be phased in when required by the project and phased out when no longer required. Project responsibilities for each position to be performed by Tetra Tech (Attachment A) along with the level of effort in hours during this task order are provided in the exhibits below.

PROJECT SCHEDULE/TIMELINE

Tetra Tech will work with the County to determine if the delivery schedule below is appropriate given the County's priorities and operational considerations. The Change Order #8 scope of work is based on a 51-month timeframe beginning June 27, 2016 and extending to October 2, 2020 (the "Period of Performance"). The project work schedule will be reviewed during the last 90 days of the Period of Performance to determine if a work extension is required for one or more of the positions budgeted for in this task order.

PROJECT COST PROPOSAL

The proposed Change Order #8 budget of \$4,829,700.00 is based on Tetra Tech's current understanding of the project requirements and best estimate of the level of effort required for each position to perform the basic services over the 51-month Period of Performance and may be subject to change upon mutual agreement between Richland County and Tetra Tech.

The fee for the services will be based on a combination of Tetra Tech staff time and materials. The time and materials costs will be charged based on the actual hours of services furnished multiplied by Tetra Tech's hourly rate along with direct project related expenses reimbursed to Tetra Tech in accordance with the Professional Services Agreement procured under the Richland County RFP No. RC-651-P-2016. Exhibit 1 shows the estimated cost breakdown for the time and materials costs and is exclusive of the \$4,615,924 budget previously approved by Richland County Council plus the additional budget under this Change Order #8.

Exhibit 1: Cost Breakdown by Staff Position
For Period of Performance of
July 18, 2020 through October 2, 2020
(Includes labor, materials, and travel expenses)

Position	Estimated # of Staff	Estimated Hours	Estimated Cost
CDBG-DR Program Manager	1	80	\$10,800
Construction Project Manager ¹	1	460	\$57,500
CDBG-DR Compliance Manager/ Case Workers Outreach/Intake	1	440	\$37,400
Inspectors/Cost Estimators ³	2	900	\$103,500
Principal in Charge	0	0	\$0
Electronic Records/IT Specialist	0	0	\$0
Other Support ⁴	2	24	\$2,676
Other Project Related Expenses Support ⁵			\$1,900
Net Increase for Change Order 8			\$213,776.00

This estimate is valid for 60 days from the date of the proposal. To the extent the proposed scope and budget do not meet the County's needs; Tetra Tech would be willing to negotiate a revised scope and budget.

PROJECT ASSUMPTIONS AND CONSTRAINTS

This project is based on the following key assumptions and constraints. Deviations that arise during the proposed project will be managed through a standard change control process.

- **Budget and Staffing Level Assumptions.** The proposed staffing levels and hours for each position are based on our best estimates assuming a mix of programs utilizing the \$30.77 million in CDBG-DR monies allocated by HUD to Richland County. For the purposes of this scope and budget it is assumed that Tetra Tech will assist with the implementation of approximately \$17 million of housing rehabilitation projects. To the extent the mix of programs funded deviates from the estimates provided above, the anticipated level of effort outlined herein is subject to change.
- **Project Sponsor.** County will assign a primary point of contact to serve as project sponsor to address administrative and functional issues.
- **County Oversight:** Tetra Tech is not responsible for selecting the general contractors doing the MHU replacements, SFR repairs, or rebuilds and therefore, cannot be liable for the performance of these contractors selected by and reporting to the County. Furthermore, since prior to this change order, Tetra Tech was not responsible for implementing the SFHRP program except for the scope of work outlined in the Task Order #7 as modified by the previous five change orders, Tetra Tech shall not be held responsible for any issues the program or County has as a result of decisions or actions by the County or other general contractors

¹ Assumes 40-50 hours/week over the project timeline. Assumes the Construction Manager will become the Project Manager effective October 9, 2019. Assumes the previous Project Manager will maintain oversight of the project until the end of the project.

² Assumes one compliance manager/case manager 40 hours/week.

³ Assumes 2 inspectors/cost estimators working 40-50 hours/week.

⁴ Includes back office support, and SMEs.

⁵ Includes travel and other direct costs.

employed by the County in overseeing and running the overall SFHRP. From the time this change order goes into effect, Tetra Tech will become the implementing contractor responsible for implementing County policies and procedures as included in the County's Action Plan and the County's SFHRP Guidebook. Tetra Tech will not be responsible for developing policies and procedures, nor held liable for the County's policies and procedures contained in the County's Action Plan or the SFHRP Guidebook. Tetra Tech will be responsible to take the County's policy, guidance and direction from the County's SFHRP Oversight Committee as articulated in the County's Action Plan and SFHRP Guidebook. Tetra Tech will advise the Oversight Committee as to changes in policies and procedures to be included or changed in the County's Action Plan and/or SFHRP Guidebook. Tetra Tech will keep the Oversight Committee informed of the performance of the program and any issues that may arise from the performance of the County's other contractors.

- **Access to Materials.** Documentation pertinent to the execution of this project should be made available to Tetra Tech for review in electronic format within five business days of the request from Tetra Tech.
- **Payment for Incomplete Projects:** Tetra Tech will be compensated for work completed on a property even if the property owner decides to withdraw their application or the property is deemed ineligible to include, but not limited to, time spent on such properties for URA assistance, case management by Tetra Tech staff, inspections and cost estimation.
- **Lead-based Paint Clearance Tests:** Currently, the properties identified for repair have been tested for lead-based paint. Only twenty of these units tested positive for lead-based paint. This budget assumes that Tetra Tech will conduct twenty clearance tests. Tetra Tech reserves the right to request an adjustment to the budget for costs associated with any additional lead-based paint tests or clearance tests.
- **Inspection Cost Estimate:** Currently, we are estimating 107 rehabs remaining to be completed in the period of performance. If additional properties above the 107 rehabs require repair cost estimates, Tetra Tech reserves the right to request an adjustment to the budget for costs associated with developing cost estimates for such additional properties. Tetra Tech will use Xactimate for developing estimate scopes of work and cost estimates.
- **Access to Key Personnel.** Availability of County key personnel is critical to obtaining the information required for the overall success of this project. Information presented by key personnel will be accepted as factual and no confirmation will be made.
- **Work Location/Meeting Space.** Tetra Tech will perform work on-site at Richland County offices or participate via conference call during the performance period. The work location of each individual assigned to the project by Tetra Tech will be mutually agreed to by the County and Tetra Tech. It is envisioned that case management staff; cost estimators and inspectors will be located on site in Richland County. It is anticipated that the Project Manager will work on site.
- **Period of Performance.** To the extent the Period of Performance is required to be extended due to reasons beyond the Tetra Tech Team's control; such unforeseen circumstances may result in an increase in the project timeline and budget.
- **Payment Plan.** The County will be invoiced monthly for labor expended and expenses incurred. Invoice payment terms are net 30 days.

Attachment A
Position: CDBG-DR Project Manager
Position Description

This Tetra Tech position will report directly to the County's Oversight Committee or their designated representative and will manage the day to day activities and the staff of the County's CDBG-DR SFHRP Programs.

Description of role and responsibilities – More specifically, the position will provide technical guidance, strategic direction and management assistance to the County's Oversight Committee for the development and implementation of the County's SFHRP by providing the following specific services in accordance with The County's Action Plan and SFHRP Guidebook:

- Develop all forms for tracking each step of the process for the implementation program;
- Manage the development of the data and information management procedures;
- Manage the development of the administrative procedures;
- Manage the development of internal compliance reports and monitoring process for quality control;
- Manage the process to design and ensure accurate project work records are maintained and accessible to meet Grantee/Sub-Grantee needs and auditory requirements;
- Manage the required Environmental Reviews of Record and Historic Preservation reviews for projects;
- Develop processes and implementation plans that meet HUD requirements for the Uniform Relocation Act requirements;
- Manage the development of the Duplication of Benefits review.
- Manage the process for damage assessments and development of project cost estimates and the scopes of work for the projects;
- Manage the construction process to ensure that work is being completed which would include the inspectors;
- Assist with the coordination between the County's Oversight Committee and the County's Legal Department to develop the project agreements between the County and the contractors;
- Develop and deliver, along with the County Oversight Committee, training of internal County staff on the implementation of the SFHRP.
- Develop and deliver training programs on the County's SFHRP for the construction contractors;
- Communication with senior leadership and elected officials with the coordination and direction of the County's Oversight Committee and/or the County Administrator;
- Attend client's internal staff meetings at the request of the Oversight Committee designee;
- Attend meetings and conference calls with US HUD with the Oversight Committee designee;
- Travel throughout the County and visit sites of proposed projects and projects;
- Assist with the preparation of materials for and attend public meetings, meetings with key stakeholder groups and residents, and meetings with property owners and businesses along with the Oversight Committee and other representatives of the County;
- Attend the County's Blue-Ribbon Advisory Committee along with the Oversight Committee designee and representatives from the County;
- Attend the County's Work Group meetings along with the Oversight Committee designee and representatives from the County;
- Attend other meetings as assigned with the Oversight Committee and representatives from the County;
- Interface with County Departments along with the Oversight Committee or their designee;
- Work with the County staff and other Tetra Tech staff to identify opportunities to use and leverage the CDBG-DR funding with other Federal and State awarded funding for disaster recovery including HMGP, Flood Mitigation Assistance, FEMA 404 and 406 funding;
- Coordinate with the internal staff to conduct required inspections of projects for compliance with CDBG-DR program requirements;
- Coordinate with the County's staff to conduct required inspections of projects for compliance with the applicable County's codes, rules and regulations;
- Coordinate with the internal staff to assign the required Environmental Reviews of Record and Historic Preservation reviews for projects;

- Coordinate with the internal staff to assign and review the damage assessments, project cost estimates and the scopes of work for the projects;
- Coordinate with the internal SFHRP Inspectors/Cost Estimators to assign inspectors to inspect the construction work that is being completed, (including the County's Building Department and Floodplain Manager for relevant inspections);
- Manage the interface with the selected contractor for the work to monitor the completion of the work in compliance with the County's policies and procedures contained in the SFHRP Guidebook;
- Review and provide recommendation for invoices submitted to the County;
- Attend meetings with the State of South Carolina along with the Oversight Committee and/or appropriate representatives from the County; and
- Interface with the general public.

The position will report to the County Administrative Building and Oversight Committee designee each week for the entire period of performance.

Assumption: It is assumed that the County's Oversight Committee or the County's responsible representative will be responsible for making all binding and legal decisions related to the CDBG-DR program. This includes signing and approving decisions of award, contracts, invoices and requisitions for payment of CDBG-DR funding. It also includes the hiring, termination and discipline of County employees and contractors other than the Tetra Tech staff assigned to this project. This position will not provide legal services to the County.

Position: CDBG-DR Construction Project Manager
Position Description

This Tetra Tech position will report directly to the CDBG-DR Project Manager and will assist the Project Manager with management of the day to day construction and financial management activities and the staff of the County's CDBG-DR SFHRP Programs.

Description of role and responsibilities – More specifically, the position will provide construction management, financial management, technical guidance, strategic direction and management assistance to the CDBG-DR Project Manager for the development and implementation of the County's SFHRP by providing the following specific services in accordance with The County's Action Plan and SFHRP Guidebook:

- Manage the development of the implementation plan/evidence of financial control⁶ to be submitted 30 days after the public notice is published by US HUD and the Action Plan which is due 90 days after the public notice if published in the Federal Register by US HUD;
- Manage the development of the policy and program guidelines for the SFHRP which are in compliance with US HUD guidelines and the County's Action Plan and SFHRP Guidebook;
- Develop all forms for tracking each step of the process for the implementation program;
- Manage the development of the data and information management procedures;
- Manage the development the administrative procedures;
- Manage the development of internal compliance reports and monitoring process for quality control;
- Manage the process to design and ensure accurate project work records are maintained and accessible to meet Grantee/Sub-Grantee needs and auditory requirements;
- Manage the required Environmental Reviews of Record and Historic Preservation reviews for projects; Develop processes and implementation plans that meet HUD requirements for Davis Bacon, The Uniform Relocation Act requirements;
- Manage the process for damage assessments and development of project cost estimates and the scopes of work for the projects;
- Manage the solicitation process of the contractors for the work associated with the SFHRP programs and projects;
- Manage the construction process to ensure that work is being completed which would include the inspectors;
- Coordinate between the SFHRP Project Manager and the County's Legal Department to develop the project agreements between the County and the contractors;
- Develop and deliver, along with the SFHRP Project Manager training of internal County staff on the implementation of the CDBG-DR program.
- Develop and deliver training programs on the County's CDBG-DR program for the construction contractors;
- Assist with the preparation of materials for public meetings, meetings with key stakeholder groups and residents, and meetings with property owners and businesses;
- Interface with County Departments along with the SFHRP Project Manager;
- Work with the County staff and other Tetra Tech staff to identify opportunities to utilize and leverage the CDBG-DR funding with other Federal and State awarded funding for disaster recovery including HMGP, Flood Mitigation Assistance, FEMA 404 and 406 funding.

Assumption: It is assumed that the County's Oversight Committee or the County's responsible representative will be responsible for making all binding and legal decisions related to the CDBG-DR program. This includes signing and approving decisions of award, contracts, invoices and requisitions for payment of CDBG-DR funding. It also

⁶ This is a new HUD requirement and the official definition of this document will be included in the Public Notice published in the Federal Register

includes the hiring, termination and discipline of county employees and contractors other than the Tetra Tech staff assigned to this project. This position will not provide legal services to the County.

Position: CDBG-DR Case Manager
Position Description

These Tetra Tech management positions will report directly to Tetra Tech's SFHRP Project Manager. This position will provide case management services related to the County's SFHRP programs.

Description of role and responsibilities – More specifically, this position will provide technical guidance, strategic direction and management services during the implementation of the County's SFHRP. The roles and responsibilities are as follows:

- Manage the implementation of the SFHRP developed in the Action Plan and in accordance with the SFHRP Guidebook;
- Provide expert technical assistance to the County and the applicants on SFHRP applicant requirements and regulations;
- Meet with the residents, citizens and property owners interested in SFHRP assistance;
- Meet with prospective applicants to describe the SFHRP, review applicable required materials and provide technical assistance on the application;
- Review submitted applications for compliance with the program guidelines and policies;
- Review and evaluate applications for compliance with all the County's SFHRP policies, procedures and guidelines in accordance with the County's Action Plan and SFHRP Guidebook and provide recommendations for decisions;
- Coordinate with the internal staff to conduct site inspections of proposed projects and the development of the damage assessment, cost estimate and definition of the scope of work for the application;
- Conduct eligibility calculations;
- Coordinate with the internal staff to conduct required inspections of projects for compliance with SFHRP program requirements in accordance with the County's Action Plan and SFHRP Guidebook;
- Coordinate with the County's staff to conduct required inspections of projects for compliance with the applicable County's codes, rules and regulations;
- Meet with applicants to advise them regarding the award and the time schedule for the completion of the project;
- Prepare documents for the Pre-Construction and Closing meetings;
- Coordinate and schedule Pre-Construction and Closing Meetings as required;
- Manage the data and information for the assigned applications and cases per the required policies and procedures to ensure accurate project work records are maintained and accessible to meet Grantee/Sub-Grantee needs and auditory requirements;
- Coordinate with the internal staff to assign the required Environmental Reviews of Record and Historic Preservation reviews for projects;
- Coordinate with the internal staff to assign and review the damage assessments, project cost estimates and the scopes of work for the projects;
- If required; coordinate with the internal staff to conduct required title searches and appraisals;
- Evaluate issues and work with the Assistant SFHRP Project Manager to developed proposed solutions;
- Prepare a written recommendation on the received applications;
- Review and provide recommendation for invoices submitted to the County;
- Attend required training programs on the County's SFHRP program offered by the County;
- Communication with senior leadership staff from clients;
- Attend client's internal staff meetings at the request of Tetra Tech's SFHRP Project Manager;
- Travel throughout the County and visit sites of proposed projects;

- Assist with the preparation of materials for public meetings, meetings with key stakeholder groups and residents, and meetings with property owners and businesses;
- Assist with the preparation of the internal compliance reports and monitoring process for quality control;
- Attend other meetings as assigned;
- Interface with County Departments;
- Work with the County staff and other Tetra Tech staff to identify opportunities to utilize and leverage the CDBG-DR funding with other Federal and State awarded funding for disaster recovery including HMGP, Flood Mitigation Assistance, FEMA 404 and 406 funding; and
- Prepare applicable written correspondence to applicants for the County's Oversight Committee approval and signature.

This position will report to the County Administrative Building daily. They will be managed by the Tetra Tech's SFHRP Project Manager an average of 40 hours per week.

Assumption: It is assumed that the County's Oversight Committee or the County's responsible representative will be responsible for making all binding and legal decisions related to the CDBG-DR program. This includes signing and approving decisions of award, contracts, invoices and requisitions for payment of CDBG-DR funding. It also includes the hiring, termination and discipline of county employees and contractors other than the Tetra Tech staff assigned to this project. This position will not provide legal services to the County.