

RICHLAND COUNTY
COUNTY COUNCIL AGENDA



Tuesday, MARCH 16, 2021

6:00 PM

ZOOM MEETING

RICHLAND COUNTY COUNCIL 2021



Bill Malinowski
District 1
2018-2022



Derrek Pugh
District 2
2020-2024



Yvonne McBride
District 3
2020-2024



Paul Livingston
District 4
2018-2022



Allison Terracio
District 5
2018-2022



Joe Walker III
District 6
2018-2022



Gretchen Barron
District 7
2020-2024



Overture Walker
District 8
2020-2024



Jessica Mackey
District 9
2020-2024



Cheryl English
District 10
2020-2024



Chakisse Newton
District 11
2018-2022





Richland County Council

Regular Session
March 16, 2021 - 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 Cheryl English
3. **PLEDGE OF ALLEGIANCE**

The Honorable Cheryl English
4. **PRESENTATION OF PROCLAMATION**

The Honorable Allison Terracio
The Honorable Jesica Mackey

 - a. A Proclamation Recognizing March 2021 as Bleeding Disorders Awareness Month
5. **PRESENTATION**
 - a. Town of Irmo Update
Barry Walker, Mayor Town of Irmo
 - b. Columbia Veteran's Center
Robert Cash, Veterans Outreach Specialist
6. **APPROVAL OF MINUTES**

The Honorable Paul Livingston

 - a. Regular Session: March 2, 2021 [PAGES 9-21]
The Honorable Paul Livingston
7. **ADOPTION OF AGENDA**
8. **REPORT OF THE ACTING COUNTY ATTORNEY FOR EXECUTIVE SESSION ITEMS**

Elizabeth McLean,
Acting County Attorney

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

- a. Coggins v. Richland County and Seals (Gerald Seals Settlement)
(Discussion of attorney-client privileged matters/Receipt of legal advice/settlement of claims; all pursuant to Sec. 30-4-70 (a)(2))
- b. Hamilton-Owens Stormwater Utility Fee
Receipt of Legal Advice; pursuant to Sec. 30-4-70(a)(2) of the SC Code of Laws) [ACTION]

9. CITIZEN'S INPUT The Honorable Paul Livingston

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

10. 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.)

11. REPORT OF THE COUNTY ADMINISTRATOR Leonardo Brown,
County Administrator

- a. Coronavirus Update [PAGES 22-27]

12. REPORT OF THE INTERIM CLERK OF COUNCIL Michelle Onley, Interim
Clerk of Council

13. REPORT OF THE CHAIR The Honorable Paul Livingston

14. OPEN / CLOSE PUBLIC HEARINGS The Honorable Paul Livingston

- a. Authorizing the execution and delivery of an assignment by Tyson Prepared Foods, Inc. ("TPF") of a 2017 fee-in-lieu of ad valorem taxes agreement by and between Richland County, South Carolina and TPF to Tyson Case Ready, LLC (formerly known as Project Charlie); the execution and delivery of an assignment by TPF to Tyson Case Ready, LLC of a 1996 fee-in-lieu of taxes agreement in the form of a lease agreement by and between Richland County, South Carolina and TPF; the execution and delivery of an amendment to the 2017 fee-

in-lieu of ad valorem taxes agreement by and between Richland County, South Carolina and TPF; and other related matters

- b. Authorizing the First Amendment to the Master Agreement governing the Forest Acres Business Park between Richland County and Fairfield County; authorizing the First Amendment to Intergovernmental Agreement between Richland County and the City of Forest Acres; and other related matters

15. APPROVAL OF CONSENT ITEMS

The Honorable Paul Livingston

- a. 20-031MA
Jim Chapman
M-1 to RM-MD (39.47 Acres)
Rivkin Blvd.
TMS # R22807-01-07 [THIRD READING] [PAGES 28-29]
- b. 20-033MA
Yani G. Mouratev
RR to HI (69.93 Acres)
115 Tims Road
TMS # 06600-02-12 [THIRD READING] [PAGES 30-31]
- c. 20-039MA
Will Unthank
NC to GC (.86 Acres)
9366 and 9370 Two Notch Road
TMS # R19908-03-23 & 07 [THIRD READING] [PAGES 32-33]
- d. 20-042MA
Gita Teppara
RS-MD to RM-MD (6.2 Acres)
Sloan Road and Dorichlee Road
TMS # R20101-05-01 [THIRD READING] [PAGES 34-35]
- e. 20-043MA
Jeff Baker
NC to GC (.8 Acres)
1630 and 1636 Leesburg Road
TMS # R19203-11-05 & 06 [THIRD READING] [PAGES 36-37]
- f. 20-044MA
Alexis Kisteneff, Jr.
RS-HD to RM-HD (.20 Acres)
3921 Capers Avenue
TMS # R13805-03-19 [THIRD READING] [PAGES 38-39]
- g. 21-003MA
Walter L. McLaughlin, Jr.

RU to GC (.33 Acres)
10400 Broad River Road
TMS # R03300-06-08 [THIRD READING] [PAGES 40-41]

- h.** An Ordinance Authorizing an easement to Washington & Assembly, LLC for a perpetual right to receive light and air over and across land owned by Richland County; specifically the Main Library Branch of the Richland Library, located on the southwestern side of the intersection of Hampton Street (S-40-135) with Assembly Street (S-48), in the City of Columbia [SECOND READING] [PAGES 42-74]

16. THIRD READING ITEMS

The Honorable Paul Livingston

- a.** Authorizing the execution and delivery of an assignment by Tyson Prepared Foods, Inc. ("TPF") of a 2017 fee-in-lieu of ad valorem taxes agreement by and between Richland County, South Carolina and TPF to Tyson Case Ready, LLC (formerly known as Project Charlie); the execution and delivery of an assignment by TPF to Tyson Case Ready, LLC of a 1996 fee-in-lieu of taxes agreement in the form of a lease agreement by and between Richland County, South Carolina and TPF; the execution and delivery of an amendment to the 2017 fee-in-lieu of ad valorem taxes agreement by and between Richland County, South Carolina and TPF; and other related matters [PAGES 75-89]
- b.** Authorizing the First Amendment to the Master Agreement governing the Forest Acres Business Park between Richland County and Fairfield County; authorizing the First Amendment to Intergovernmental Agreement between Richland County and the City of Forest Acres; and other related matters [PAGES 90-101]

17. REPORT OF ECONOMIC DEVELOPMENT COMMITTEE

The Honorable Yvonne McBride

- 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 a company identified for the time being as Project Catawba; and other related matters [FIRST READING] [PAGES 102-124]
- b.** Committing to negotiate a fee-in-lieu of ad valorem taxes agreement between Richland County and Project Curb; identifying the project; and other matters related thereto [PAGES 125-126]

18. REPORT OF THE EMPLOYEE EVALUATION AND OVERSIGHT AD HOC COMMITTEE

The Honorable Chakisse Newton

- a. Clerk to Council Candidates Review/Recommendation
- b. County Attorney Search Update

19. OTHER ITEMS

The Honorable Paul Livingston

- a. Approving the declaration of covenants, conditions and restrictions for the Blythewood Business Park; and other related matters [PAGES 127-150]
- b. CDBG-DR Planning and Implementation Services Task Order #7 Change Order #12 [PAGES 151-170]
- c. 911 Call Center Proposal [UNDER SEPARATE COVER]
- d. Emergency Rental Assistance Program [PAGES 171-258]

Elizabeth McLean,
Acting County Attorney

20. EXECUTIVE SESSION

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

21. MOTION PERIOD

22. ADJOURNMENT



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



Richland County Council
Regular Session
March 2, 2021 – 6:00 PM
Zoom Meeting

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

OTHERS PRESENT: Ali Eliodorani, Ashiya Myers, Bill Davis, Clayton Voignier, Dale Welch, Erica Wade, Geo Price, Kyle Holsclaw, Angela Weathersby, James Hayes, Jani Hussian, Jennifer Wladishckin, Judy Cater, Lori Thomas, Leonardo Brown, Michael Byrd, Michael Niermeier, Michael Maloney, Randy Pruitt, Sandra Haynes, Stacey Hamm, Stephen Staley, Dwight Hanna, Tyler Kirk, Tamar Black, Jeff Ruble, Brittney Hoyle-Terry, Dante Roberts, Ronaldo Myers, Allison Steele, Elizabeth McLean, Lauren Hogan and Larry Smith,

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 Derrek Pugh.
3. **PLEDGE OF ALLEGIANCE** – The Pledge of Allegiance was led by the Honorable Derrek Pugh.
4. **APPROVAL OF MINUTES**
 - a. **Regular Session: February 16, 2021** – Ms. Terracio moved, seconded by Mr. O. Walker, to approve the minutes as distributed.

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

The vote in favor was unanimous.
 - b. **Zoning Public Hearing: February 23, 2021** – Ms. McBride moved, seconded by Ms. Terracio, to approve the minutes as distributed.

Ms. Newton noted on Items 3 and 4 she is marked as “Present but Not Voting”. She requested to be marked as not present. She stated she had a conflict and briefly left the meeting.

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

The vote in favor was unanimous.

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5. **ADOPTION OF AGENDA** – Ms. McBride moved by Ms. Terracio, to approve the agenda as published.

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

The motion in favor was unanimous.

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

- a. Coggins v. Richland County and Seals (Gerald Seals Settlement) (Discussion of attorney-client privileged matters/Receipt of legal advice/settlement of claims; all pursuant to Sec. 30-4-70 (a)(2)) – Ms. McBride moved, seconded by Ms. English, to go into Executive Session.

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

Opposed: Malinowski, Terracio, J. Walker, and Newton

The vote was in favor.

***Council went into Executive Session at approximately 6:10 PM
and came out at approximately 6:58 PM***

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

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

The vote in favor was unanimous.

Ms. Barron moved, seconded by Ms. Terracio, to direct Legal to move forward as discussed in Executive Session and bring back the necessary information at the next Council meeting.

Mr. Walker made a substitute motion, seconded by Mr. Malinowski, to acknowledge the motion made in November pertaining to this issue, extend an invitation to Mr. Seals for a public hearing that would provide him an unfettered opportunity to tell us the reasons he believes he was fired, and tell us the various actions he saw that he thinks the public need to see, so the taxpayers can see why almost a \$1M of their money was paid out as a settlement.

In Favor: Malinowski, Pugh, Terracio, J. Walker, Barron, and Newton

Opposed: McBride, Livingston, O. Walker, Mackey, and English

The vote was in favor.

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

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

Opposed: Malinowski, Pugh, Terracio, J. Walker, and Newton

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The vote was in favor.

Ms. McBride moved, seconded by Ms. English, to approve the original motion made by Ms. Barron.

Mr. J. Walker noted he wanted to go on the record, and clearly articulate, in November, Council put forward a path that was voted on, approved and clinched. This directive flies in the face of that action. He stated he would personally look into the legality of the actions of this evening, as opposed to what was passed and clinched in November.

Mr. Livingston inquired if this motion would void previous Council's previous motion. He also inquired if the previous motion was still available to Mr. Seals.

Ms. McLean responded in the affirmative. At this point, nothing is being voided or taken away. Mr. Seals' response, as discussed, was in response to that motion.

Mr. Livingston stated, for clarification, Mr. Seals was not denied that motion.

Ms. McLean responded, in her opinion, he was not.

Mr. Malinowski stated, it seemed to him, when the initial motion was made, the language "as directed in Executive Session". He noted Council cannot be directed in Executive Session. He requested to have the language restated and/or clarified.

Mr. Livingston requested Legal to ensure the language is proper.

McLean suggested using the words "as discussed in Executive Session".

Ms. Barron restated her motion to direct Legal to bring back the necessary information by the next Council meeting, as discussed in Executive Session.

In Favor: Pugh, McBride, Livingston, Barron, Mackey and English

Opposed: Malinowski, Terracio, J. Walker, O. Walker, and Newton.

The vote was in favor.

7. **CITIZEN'S INPUT**

- a. For Items on the Agenda Not Requiring a Public – No Comments were submitted.

8. **CITIZEN'S INPUT**

- a. Must Pertain to Richland County Matters Not on the Agenda (Items for which a public hearing is required or a public hearing has been scheduled cannot be addressed at time.) – Mr. Slagsvol submitted a comment requesting Council to pause Countywide Re-Zoning process.

9. **REPORT OF THE COUNTY ADMINISTRATOR**

- a. Coronavirus Update – Mr. Brown stated, on pp. 29 – 30, you will see the Richland County COVID-19 information. He noted we were roughly 9.8% positive. The goal has always been 5% or lower, so

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based on this data we are still slightly above that mark. He included some myths and facts about COVID-19, as well as the frequently asked questions vaccine sheet. On p. 35, you will find the COVID-19 vaccine flowchart. Today Gov. McMaster, along with DHEC, announced they were moving to Phase 1B of the vaccine flow in South Carolina. This will impact some of the individuals in Richland County, as well as County Government. He noted they sent out an email to County employees, but there will be targeted employees (i.e. correctional and judicial staff and the Register of Deeds Office, etc.) contacted that Phase 1B may apply to. He noted he had a conversation with Mr. Byrd to discuss who would fall into 1B versus 1C. He stressed, while Richland County participates, we do not distribute vaccines, nor do we have jurisdiction over who gets vaccines and who does not.

Ms. Terracio stated she has constituents that are eager to access the County's buildings. She requested an update on how County staff ensures they receive emails, phone calls and responding to constituents.

Mr. Brown responded a majority of County staff is working in County offices during the week. Some staff is working staggered shifts to reduce the chances of a whole department being wiped out if we have any COVID-19 exposures. Currently the quarantine process is if individuals are exposed they have to remove themselves from the premises for a period of 10-14 days. The majority of the Ombudsman's Office staff are working remotely because the bulk of their work is done via email and phone calls. With the institution of Phase 1B, we believe it will allow employees to feel more comfortable about being in the office.

- b. Budget Calendar – Mr. Brown noted this was something that was discussed during the Council Retreat. On p. 41, you will see some proposed dates for budget workshops. This past month, we met with the departments within County Government to discuss the budget outlook and getting their budget requests. On p. 42, you will see some proposed workshop opportunities. This will be a time for Council and staff to have a good dialogue. It will be informal, but very question and answer driven, so we can make sure when we come to Council with the budget, we can have productive meetings. On p. 43, you have the recommended budget calendar, which we are asking Council to consider and approved in the near future.
- c. Sewer Rate Increase Update – Mr. Brown noted, in February 2019, Council voted on its water and sewer program. Council approved a rate increase for the next three (3) fiscal years. This past year, as a result of the COVID-19 pandemic, Council took action to delay the rate increase for six (6) months. Instead of being effective July 1, 2020, it was delayed into the first of the year. He stated we need to move forward with putting those rates in place. Without implementing the increase, we will not be able to meet our bond obligations. If we want to discuss the next rate increase that was to take effect in July 2021, we can certainly do so at a later date.

Ms. Newton inquired if this is separate from the rate structure that Council approved for District 11 transfer customers.

Mr. Brown responded in the affirmative. That is included with the approved process, and no constituent within Richland County would receive more than a 15% rate increase the system, including the individuals Ms. Newton referenced.

Ms. Newton stated, for clarification, the rate increase had to happen to meet our bond payment obligations.

Mr. Brown responded in the affirmative.

Ms. Newton inquired if constituents would expect to have their rate increased twice in 2021.

Mr. Brown stated that will be his request to Council. He cannot say that because the vote Council took is different from this. We comes back with an item for action, the recommendation will likely be to implement the July 2021 increase in January 2022.

Ms. Newton inquired if there were any Federal dollars that could be applied.

Mr. Brown responded, during the Coronavirus Ad Hoc meeting, they discussed the Emergency Rental Assistance Program, Richland County, as a utility system does qualify. Those renters that are paying rent within our system, have the ability to qualify for that program, but beyond that we have not been able to get any other funding source we can use to pay for our utility system.

Mr. Malinowski stated, for clarification, when Ms. Newton inquired about more than one rate increase per year. We are talking about a January and a July increase. He does not know if she was referring to a calendar or fiscal year.

Mr. Brown responded we are going to do an increase now. In terms of the next increase, he would say in January 2022, we would come back to Council to implement the next rate increase.

10. **REPORT OF THE INTERIM CLERK OF COUNCIL** – No report was given.
11. **REPORT OF THE CHAIR** – No report was given.
12. **APPROVAL OF CONSENT ITEMS**
 - a. 20-031MA Jim Chapman M-1 to RM-MD (39.47 Acres) Rivkin Blvd. TMS # R22807-01-07
 - b. 20-033MA Yani G. Mouratev RR to HI (69.93 Acres) 115 Tims Road TMS # 06600-02-12
 - c. 20-039MA Will Unthank NC to GC (.86 Acres) 9366 and 9370 Two Notch Road TMS # R19908-03-23 & 07 U
 - d. 20-042MA Gita Teppara RS-MD to RM-MD (6.2 Acres) Sloan Road and Dorichlee Road TMS # R20101-05-01
 - e. 20-043MA Jeff Baker NC to GC (.8 Acres) 1630 and 1636 Leesburg Road TMS # R19203-11-05 & 06
 - f. 20-044MA Alexis Kisteneff, Jr. RS-HD to RM-HD (.20 Acres) 3921 Capers Avenue TMS # R13805-03-19
 - g. 21-003MA Walter L. McLaughlin, Jr. RU to GC (.33 Acres) 10400 Broad River Road TMS # R03300-06-08
 - h. Petition to Close Portion of Old Percival Road/Spears Creek Rd.
 - i. Mutual Easement Agreement between Washington & Assembly, LLC and Richland County, South Carolina impacting the Richland Library branch located on Assembly Street, Columbia, South Carolina [FIRST READING]

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- j. Southeast Water and Sewer Project – Hopkins Magistrate - Change Order 1 - TCO Construction
- k. Kneece Rd Sidewalk Award
- l. Wildewood Roads Repair/Resurfacing Award
- m. Spring Park Dr & Greenhill Parish Pkwy Sidewalk Design Award

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

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

The vote in favor was unanimous.

13. **SECOND READING ITEMS**

- a. Authorizing the execution and delivery of an assignment by Tyson Prepared Foods, Inc. ("TPF") of a 2017 fee-in-lieu of ad valorem taxes agreement by and between Richland County, South Carolina and TPF to Project Charlie; the execution and delivery of an assignment by TPF to Project Charlie of a 1996 fee-in-lieu of taxes agreement in the form of a lease agreement by and between Richland County, South Carolina and TPF; the execution and delivery of an amendment to the 2017 fee-in-lieu of ad valorem taxes agreement by and between Richland County, South Carolina and TPF; and other related matters. – Ms. McBride moved, seconded by Mr. O. Walker, to approve this item.

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

The vote in favor was unanimous

REPORT OF THE DEVELOPMENT & SERVICES COMMITTEE

- a. Solid Waste - Richland Recycles Events – Mr. Malinowski noted, while he supports this, he noticed all the events throughout the next year are in one location, which is not centrally located to Richland County. He would like to see additional events scheduled in other areas of the County.

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

Ms. Barron stated she and Mr. Pugh joined staff at the recycling event at the Riverbanks Zoo. The event was a collaborative event with Lexington and the City of Columbia. She commended staff for doing an excellent job.

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

The vote in favor was unanimous.

Ms. Castelluccio stated other events are planned. She noted approximately 900 cars came to the event at the Riverbanks Zoo.

14. REPORT OF THE ADMINISTRATION & FINANCE COMMITTEE

- a. Sewer Availability - Savannah Wood Phase II – Mr. Malinowski stated he would like to point out on Items 14(a), (b) and (c) the opening line states “A Sewer Availability Letter has been issued. Staff recommends County Council approve the proposed development.” For the record, Council is not approving a proposed development. We are only approving that sewer capacity is available based on the Utilities recommendation. He also noted, on p. 128, the letter states it is good for 12 months, but the number in parentheses is 24. The correct number is 12 months.

Mr. Malinowski moved, seconded by Ms. Barron, to approve Items 14(a), (b) and (c).

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

The vote in favor was unanimous.

- b. Sewer Availability - Cabin Creek Place - This item was approve in Item 14(a).
- c. Sewer Availability - Congaree Project - This item was approved in Item 14(a).
- d. County Purchase Card Program – Mr. Malinowski noted today we received a redlined version of the document that is different from the one in the agenda. It was his understanding we are approving the redlined version.

Mr. Malinowski moved, seconded by Ms. Newton, to approve the redlined version.

Ms. Mackey inquired if the redlined document would be updated/uploaded to the County website for constituents to review.

Ms. Thomas responded in the affirmative. The redlined and final approved document will be uploaded.

Ms. Newton inquired if Ms. Thomas could explain the key differences between the redlined document and the document in the agenda packet.

Ms. Thomas responded she addressed Mr. Malinowski’s requests and concerns. On p. 4 of the policy, we will require the training to be done before anyone receives a purchasing card. A typographical error was corrected under “Purchasing Guidelines”. Under “Purchasing Card Restrictions”, we have indicated this is not an all-inclusive list and indicates if there is are questions regarding the validity of a charge they should reach out to the PCPA. On p. 7 of the policy, it states, we will require individuals to retain the records for three (3) years for an audit. Any transaction that is found to be unsubstantiated, unapproved or any purpose that is not related to County business will be required to be reimbursed by the employee, and result in suspension or revocation of the purchasing card. Periodic audits will be performed and cardholders must maintain a copy of all the statements and receipts for three (3) years.

Ms. Barron inquired if there would be a backup person in the office for purchases.

Ms. Thomas responded, in the event of a need for a backup person, they would work with the departments to make sure they have the coverage they need. The department head could always

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be the person to make most transactions.

Ms. Barron inquired if the default person would always be the department head and would be trained to be a cardholder.

Ms. Thomas responded in the affirmative.

Ms. Barron inquired if Council would have one card or would there be individual cards for each Councilmember.

Ms. Thomas responded there would be clarity on who is incurring the charges. If the person in the department is given the appropriate instruction, they would be able to allocate those charges to the individual persons.

Ms. Barron inquired if that would be the standard for transparency. She believes it is important that we know where expenses are going and who is responsible for them. For example, the cardholder's records would indicate that she has spent "XX" amount of dollars on these items, so there is a cross-reference when the receipts are received.

Ms. Thomas responded in the affirmative. She noted some department's situations might be different because they may be ordering office supplies, equipment, etc. If it is attributed to an individual person we can accommodate that.

Ms. Newton stated, for clarification, the way the document is written, individual Council members would not have cards, rather someone in the Clerk of Council's Office would have cards, and those charges we are reimbursed for would be allocated to the appropriate Council member.

Ms. Barron responded in the affirmative.

Ms. Terracio inquired who the cardholder would be for Council. She also inquired who the Purchase Card Policy Administrator would be.

Ms. Thomas answered she believed it would be the Clerk to Council and a possible backup as well.

Mr. Brown noted the Purchase Card Policy Administrator was already an existing position and they are in the Procurement Department.

Ms. McBride noted she appreciated the internal controls are being put into place.

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

The vote in favor was unanimous.

Ms. Newton moved, seconded by Ms. Barron to reconsider Items 12(h) – (m), 13(a) and 14(a) – (d).

Mr. Malinowski noted that Item 12(i) was a First Reading item and should not be reconsidered.

Ms. Newton amended her motion to reconsider Items 12(h), 12(j) – (m), 13(a) and 14(a) – (d).

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In favor: McBride

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

The motion for reconsideration failed.

- a. Sonoco Recycling Contract Extension – Mr. Malinowski stated the committee recommended approving the contract extension. Some of the committee members had questions that were not addressed due the time constraints.

Ms. Newton inquired if the budget office had concerns about the solvency of the department. What is being done to address these concerns?

Mr. Brown responded the question was about the landfill, and the associated program, being able to be an Enterprise Program. There were some rates that had not been addressed over a period of time, so those things are what is happening now. As we are addressing our rates, and trying to catch up, other agencies have continued to progress their rates. The services we are being provided have continued to increase, even though we have not gotten to a level where we are fully recouping the costs associated with the program.

Mr. Hayes responded the Solid Waste Enterprise Fund, as whole, and their revenue has not caught up with their expenditures.

Ms. Newton inquired about the timeframe for when Solid Waste will be coming back to Council. She noted she would like Council to address the overall Enterprise Funds to make sure they are operating as Enterprises Funds should.

Ms. Terracio noted the contract will be expiring at the end of the month. She inquired if Administration working toward a procedure in which Council are brought items in a more timely manner.

Mr. Brown responded in the affirmative. He noted we have a meeting to address this concern. While there may be a few items coming up that need to be addressed, but they are working to bring items to Council in a more timely manner.

Mr. Maloney responded they received a letter on September 15, 2021. At that time, they had a different general manager. They looked at this initially as a rate increase, and potentially bidding the service out. After talking to customers, they found there were no alternatives. In December, they conducted a composition study of Richland County's contribution to the facility and found they have the cleanest recycling due to the efforts put in the collections. There is actually a 10% rate decrease compared to what calendar year 2020 provided. Because the amount of contamination in our recycling is so low we are able to garner a decrease. It would be two (2) years until we return with 5% rate increases each year to the level we are for 2020.

Ms. Terracio inquired if this also means we have less rejected recycling that goes into the landfill.

Mr. Maloney responded in the affirmative. He noted it costs \$50/ton to dispose of the rejected recycling.

**Regular Session
March, 2, 2021**

-9-

Mr. Malinowski inquired, if they were seeing a rate decrease, how would that affect the concerns of the overall Solid Waste expenditure remaining above revenue.

Mr. Maloney responded it is approximately 3% of the overall budget, so he does not see that remedying the whole budget. He sees it going in the right direction, but they will have to come back to Council to talk about small, regular rate increases.

Mr. Malinowski stated we are mandated by the State to have a recycling program. He noted other municipalities are not required to pick-up the recycling. He inquired as to what the County is mandated to do.

Mr. Maloney responded our mandate by DHEC is part of our Solid Waste 20-year plan. Some of its requirements are: designation of a Recycling Coordinator, description of the recycling program, outreach and education initiatives, an outline on how the County/Region plans to meet the South Carolina's waste reduction and recycling goals. It does not require us to have curbside pickup.

Mr. Malinowski noted, on p. 255, the word contract is struck through. To him, the word contract is stronger than agreement, so he was curious why the language was changed.

Ms. McLean responded the change was for consistency purposes because agreement was used later in the document. Both terms are interchangeable.

Mr. Malinowski stated noted we did not enter into an agreement on June 1, 2016, but a contract. He believes the language should be "services agreement, formerly a contract".

Ms. McLean responded she would look at the original document, and if the wording was contract, she will make the appropriate changes.

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

The vote in favor was unanimous.

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

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

The motion for reconsideration failed.

15. **REPORT OF THE ECONOMIC DEVELOPMENT COMMITTEE**

- a. Committing to negotiate a fee-in-lieu of ad valorem taxes agreement between Richland County and Project A; identifying the project; and other matters related thereto – Ms. McBride noted this is an inducement resolution that does not obligate the County to anything. It only recognizes the project, from a legal standpoint, so that the company's 2020 investments can be included in any incentive the County negotiates. Staff will move forward to finalize negotiations and return to Council with full terms of a proposed agreement. While the company cannot be disclosed at this time, they desire to invest capital in Richland County to expand its aluminum processing facility. The committee recommended approval.

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

The vote in favor was unanimous.

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

- a. Resurfacing Package R – Mr. Livingston stated staff's recommendation was to award the Resurfacing Package R to Palmetto Corp. of Conway in the amount of \$3,390,951.94, to approve a 10% construction contingency of \$339,095.19, for a total budget of \$3,730,047.13. The committee's recommendation was for approval.

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

Opposed: J. Walker

The vote was in favor.

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

In Favor: J. Walker

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

The motion for reconsideration failed.

- b. Garners Ferry/Harmon Intersection – Mr. Livingston stated the Committee recommended moving the project forward with the original pre-scope design of Garner's Ferry/Harmon intersection project. The committee's recommendation was for approval.

Mr. Livingston inquired why the other projects were included in the briefing document for the agenda packet.

Mr. Niermeier responded he thought it was in the best interest of the new Councilmembers to see the total summary document, as well as the other projects. In the future, he will only include information for the specific project.

Mr. Livingston noted, to make it clear, Council is only voting on the Garners Ferry/Harmon Intersection.

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

Opposed: Malinowski and J. Walker

The vote was in favor.

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

In Favor: Malinowski and J. Walker

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

The motion for reconsideration failed.

17. **OTHER ITEMS**

- a. Approving the declaration of covenants, conditions and restrictions for the Blythewood Business Park; and other related matters – Mr. Malinowski noted he spoke with Mr. Ruble today, and because he was not able to get his questions answered until tomorrow, Mr. Ruble indicated he would be fine with deferring this item until the March 16th Council meeting.

Mr. Malinowski moved, seconded by Mr. Pugh, to defer this item until the March 6th meeting.

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

The vote in favor was unanimous.

- b. Resolution to appoint and commission Jordan Casey Abercrombie as a Code Enforcement Officer for the proper security, general welfare, and convenience of Richland County – Ms. Terracio moved, seconded by Ms. Newton, to approve this item.

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

The vote in favor was unanimous.

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

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

The motion for reconsideration failed.

18. **EXECUTIVE SESSION** – There were no items for Executive Session.

19. **MOTIONS PERIOD** –

- a. I move that Richland County Council direct the County Administrator and his staff to conduct an equity and inclusive assessment of Richland County Administrative policies and services; and provide recommendations for a comprehensive approach to advancing equity for people of color, women and others who have been historically underserved, marginalized, and adversely affected by persistent inequality. By advancing equity across Richland County Government, we can create opportunities for the improvement of businesses, communities and individuals that have been historically under-served, which will benefit all of Richland County. Appropriate assessments will better equip Richland County to develop policies and programs that deliver resources and benefits equitably to all – This item was referred to the A&F Committee.

20. **ADJOURNMENT** – The meeting adjourned at approximately 8:26 PM.



Report of the County Administrator
Regular Session Meeting – March 16, 2021

CORONAVIRUS UPDATE:

1. COVID 19 Statistical Data

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

- Incidence tier dropped from High to Moderate for current reporting period
- Percent Positive dropped below 5% for current reporting period

2. COVID-19 Testing & Mask Giveaway Events

District 2 - The events are scheduled through April on the second Saturday of each month in Blythewood and the last Saturday of each month in St. Andrews:

- 9 a.m.-1 p.m. Saturday March 13, April 10 at Doko Manor Park, 100 Alvina Hagood Circle
- 9 a.m.- 1 p.m. Saturday March 27, April 24 at St. Andrews Park, 920 Beatty Road, Columbia

ADDITIONAL UPDATES FOR CONSIDERATION:

- Continued Partnership with PRISMA Health: Using Sears facility to administer COVID 19 testing.
- County Departments Accepting Appointments for In-Person Services
- Projected Timeline for Allowing Full Public Access

ATTACHMENTS:

1. COVID-19 Statistical Data
2. COVID-19 Vaccine Flow in South Carolina
3. County Departments Accepting Appointments for In-Person Services
4. Richland County Award Letter – Senior Resources

Number of Tests

35,467

2/25/2021

Select Date Range
to Filter Page Values

3/9/2021

Percent Positive3.9% **Attachment 1**

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



40.0 170.1

Type of COVID-19 Tests Being Performed

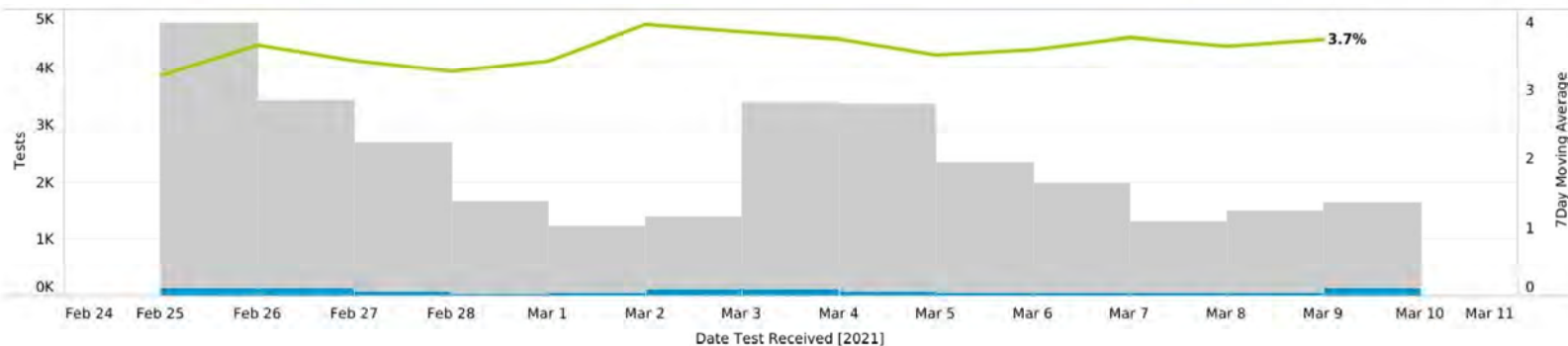
	Negative	Positive	Grand Total
Antibody (Serology)	222	152	374
Antigen	5,229	405	5,634
Unknown	25		25
Viral (Molecular)	28,300	1,134	29,434
Grand Total	33,776	1,691	35,467

3.3% of all COVID-19 diagnostic testing has occurred at the Public Health Laboratory

Note: This table represents volume of tests received and not distinct individuals tested. Individuals may have multiple tests.
*Unknown Test Types refer to tests with an unrecognized test type. As we continue to investigate unknown test types they will be reassigned as more information becomes available.

Moving 7 Day Average Percent Positive of COVID-19 Tests

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



Tests

592,347

Cases

42,204

Hospitalizations

1,298

Deaths

511

Two Week Cumulative Incidence Rate

The Two-Week Cumulative Incidence Rate includes new (confirmed) cases reported in the past two weeks (2/24/2021 - 3/9/2021) per 100,000 people. The rate describes recent incidence of COVID-19 infection to capture the potential burden of currently ill people who may be infectious and/or accessing healthcare.

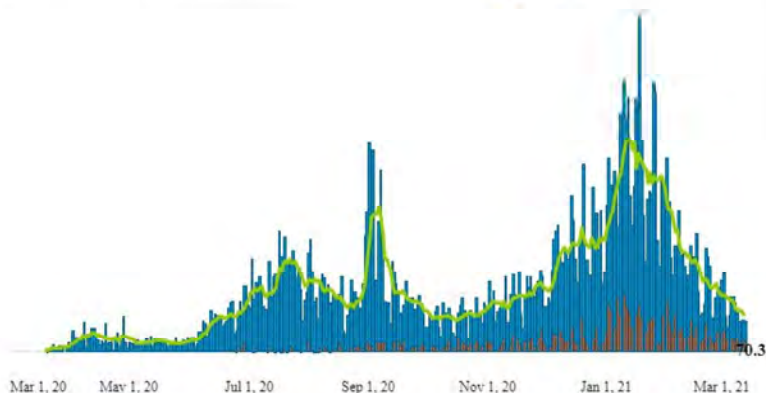
Select a county to display county-specific information
Click the county again to return to the full state map



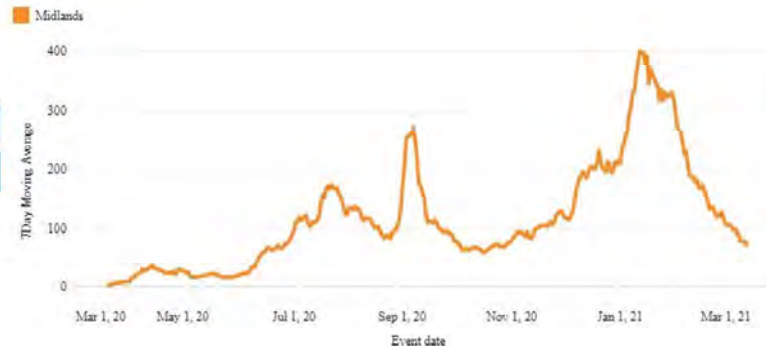
COVID-19 Cases per Day

County Displayed: Richland

Count of Confirmed Cases
Count of Probable Cases
Moving Average 7d



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



Low; 0-50

Moderate; 51-200

High; >200

Recovery Estimate South Carolina

97.4%



COVID-19 VACCINE FLOW IN SC

This graphic shows the progression of the vaccine from the federal government to the state and the steps along the way from providers to vaccine recipients.¹

Suppliers started shipping Dec. 13, 2020 (ships weekly)

PROVIDERS	VACCINE ARRIVAL
Acute Care Hospitals	Dec. 14, 2020
CVS/Walgreens (LTCF) ³	Dec. 28, 2020
Non-Acute Care Hospitals	Jan. 4, 2021
Limited Pharmacies	Jan. 18, 2021
Limited Private Physicians	Jan. 11, 2021
Limited Urgent Care	Jan. 11, 2021
Limited DHEC Sites	Jan. 11, 2021

PHASE 1 IN SC STARTS

Vaccine first received Dec. 14, 2020

PHASE 1A (CURRENTLY ONGOING – FEBRUARY 2021):

- Healthcare workers
 - › Includes home health and hospice workers, dentists and dental hygienists/assistants, pharmacists, and more.
- LTCF residents and staff
- Admitted hospital patients, aged 65+
- 65+ with or without underlying health conditions
- COVID-19 vaccine/testing mission-critical state/local government employees

See more detailed listing of Phase 1a at scdhec.gov/vaxfacts

Estimated population: 1,296,246 ⁴

PHASE 1B (EARLY SPRING):²

- Frontline essential workers
 - › Includes law enforcement officers, corrections officers, manufacturing workers, grocery store workers, teachers, daycare workers, and more.

See more detailed listing of Phase 1b at scdhec.gov/vaxfacts

Estimated population: 573,501 ⁴

PHASE 1C (LATE SPRING):²

- 16–64 years old with certain **underlying health conditions**
- Other essential workers
 - › Includes transportation and logistics, food service, public safety, non-frontline healthcare workers, and more.

See more detailed listing of Phase 1c at scdhec.gov/vaxfacts

Estimated population: 2,588,320 ⁴

PHASE 2

PHASE 2 (SUMMER – FALL):²

- All people who wish to be vaccinated
- Widespread availability

Estimated population: 690,648 ⁴

THE COVID-19 VACCINE

FOOTNOTES:

1. All phase groups are subject to change based on CDC/ACIP/VAC recommendations
2. All estimates subject to change due to vaccine availability, demand, and provider participation.
3. Vaccine allocated to Long-Term Care Facilities (LTCF)
4. Sources: SC Department of Commerce and DOD Tiberius Planning Tool

County Departments Accepting Appointments for In-Person Services

County Office Accepting Appointments	Date Office Will Begin to Accept Appointments
Assessor	Monday, March 15, 2021
Auditor	Monday, March 15, 2021
Business Service Center	Monday, March 15, 2021
Neighborhood Improvement	Monday, March 15, 2021
Permitting	Monday, March 15, 2021
Register of Deeds	Monday, March 15, 2021
Treasurer	Monday, March 15, 2021
Zoning	Monday, March 15, 2021

Projected Timeline for Allowing Full Public Access

March 8, 2021 – Phase 1b persons are considered eligible to receive COVID-19 Vaccine. The majority of County personnel fall into Phase 1b and 1c of the SC COVID-19 Vaccine Flow Chart

March 10, 2021 – County Administrator informs Department Directors to communicate that all employees are to make plans to be physically present in the office beginning in April.

March 15, 2021 – Richland County Offices begin offering limited in-person services by accepting appointments.

April 12, 2021 – Phase 1c projected to begin, according to March 2nd release from Governor’s Office. All Richland County employees should be eligible to receive vaccine at this point.

May 3, 2021 – Phase 2 projected to begin, according to March 2nd release from Governor’s Office. This phase will encompass “All South Carolinians aged 16 and up”.

Depending on which shot you receive, with the exception of the Johnson and Johnson shot, which is not widely available at this time, eligible person must wait 21 or 28 days after their 1st shot before they are eligible to receive their 2nd vaccine dose. Between finding an available appointment and waiting the two weeks after the 2nd dose to allow the vaccine to reach its maximum efficacy, you are looking at a 45 day timeframe from the date of eligibility to the date of full vaccination.

July 1, 2021 – County allows full public access, temperature screening and face covering requirement may still be necessary.



Empowering seniors to remain healthy & independent

Board of Directors

Connelly-Anne Ragley
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SC Dept of Social Services

Chris Zecopoulos
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Bryant Davis
Richland County

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Tracy McDowell
Verizon

Kathi Price
Colonial Life

Cam Varner
Recruiting Solutions

Erinn Rowe
Bank of America

William Beaman
Pearson Properties

Jack Heinsohn
Spring Valley Presbyterian Church

Todd Timmons
SC Dept of Employment and Workforce

Andrew Boozer
Executive Director

March 8, 2021

Administrator Leonardo Brown
Richland County Council
2308 Park Street
Columbia, SC 29201

Dear Administrator Brown,

As we commemorate the one year anniversary of the beginning of the COVID-19 Pandemic, we are pleased to present Richland County Council with the Senior Resources' Emergency Response Partnership Award. This award recognizes individuals and groups who provide significant support to an emergency, which greatly affects Senior Resources' clients and operations. Your leadership and support for the Emergency Senior Nutrition Program, provided thousands of emergency meals to seniors in our community.

The last twelve months presented unprecedented challenges to seniors in our community. Within a few days last March, our food-insecurity calls increased over 500%. With your support and the quick partnership from the Richland County Council and Administration, we met the challenges of combatting senior hunger, isolation, and the fears of contracting the virus. We served over 364,000 meals through our Emergency Senior Nutrition Program from March 2020-August 2020, to food insecure seniors. As we closed out 2020, all of our programs were providing services under pandemic protocols, emergency meal services were still in place, and we recorded a 233% increase in meals served over the previous year (524,000 total meals).

Thank you for your continued support—allowing our staff and volunteers to care for Richland County's homebound seniors and disabled adults, and support their choice of aging in place in their own homes.

Sincerely,

Andrew Boozer
Executive Director

Richland County Council Request for Action

Subject:

20-031MA
Jim Chapman
M-1 to RM-MD (39.47 Acres)
Rivkin Blvd.
TMS # R22807-01-07

Notes:

First Reading: February 23, 2021
Second Reading: March 2, 2021
Third Reading:
Public Hearing: February 23, 2021

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

AN ORDINANCE OF THE COUNTY COUNCIL OF RICHLAND COUNTY, SOUTH CAROLINA, AMENDING THE ZONING MAP OF UNINCORPORATED RICHLAND COUNTY, SOUTH CAROLINA, TO CHANGE THE ZONING DESIGNATION FOR THE REAL PROPERTY DESCRIBED AS TMS # 22807-01-07 FROM LIGHT INDUSTRIAL DISTRICT (M-1) TO RESIDENTIAL MULTI-FAMILY MEDIUM DENSITY DISTRICT (RM-MD); AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

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

Section I. The Zoning Map of unincorporated Richland County is hereby amended to change the real property described as TMS # 22807-01-07 from Light Industrial District (M-1) to Residential Multi-Family Medium Density District (RM-MD).

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

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

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

RICHLAND COUNTY COUNCIL

By: _____
Paul Livingston, Chair

Attest this _____ day of
_____, 2021.

Michelle M. Onley
Interim Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

Public Hearing: February 23, 2021
First Reading: February 23, 2021
Second Reading: March 2, 2021
Third Reading: March 16, 2021

Richland County Council Request for Action

Subject:

20-033MA
Yani G. Mouratev
RR to HI (69.93 Acres)
115 Tims Road
TMS # 06600-02-12

Notes:

First Reading: February 23, 2021
Second Reading: March 2, 2021
Third Reading:
Public Hearing: February 23, 2021

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

AN ORDINANCE OF THE COUNTY COUNCIL OF RICHLAND COUNTY, SOUTH CAROLINA, AMENDING THE ZONING MAP OF UNINCORPORATED RICHLAND COUNTY, SOUTH CAROLINA, TO CHANGE THE ZONING DESIGNATION FOR THE REAL PROPERTY DESCRIBED AS TMS # 06600-02-12 FROM RURAL RESIDENTIAL DISTRICT (RR) TO HEAVY INDUSTRIAL DENSITY DISTRICT (HI); AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

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

Section I. The Zoning Map of unincorporated Richland County is hereby amended to change the real property described as TMS # 06600-02-12 from Rural Residential District (RR) to Heavy Industrial Density District (HI)

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

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

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

RICHLAND COUNTY COUNCIL

By: _____
Paul Livingston, Chair

Attest this _____ day of
_____, 2021.

Michelle M. Onley
Interim Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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Public Hearing: February 23, 2021
First Reading: February 23, 2021
Second Reading: March 2, 2021
Third Reading: March 16, 2021

Richland County Council Request for Action

Subject:

20-039MA
Will Unthank
NC to GC (.86 Acres)
9366 and 9370 Two Notch Road
TMS # R19908-03-23 & 07

Notes:

First Reading: February 23, 2021
Second Reading: March 2, 2021
Third Reading:
Public Hearing: February 23, 2021

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

AN ORDINANCE OF THE COUNTY COUNCIL OF RICHLAND COUNTY, SOUTH CAROLINA, AMENDING THE ZONING MAP OF UNINCORPORATED RICHLAND COUNTY, SOUTH CAROLINA, TO CHANGE THE ZONING DESIGNATION FOR THE REAL PROPERTY DESCRIBED AS TMS # 19908-03-23 AND 07 FROM NEIGHBORHOOD COMMERCIAL DISTRICT (NC) TO GENERAL COMMERCIAL DISTRICT (GC); AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

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

Section I. The Zoning Map of unincorporated Richland County is hereby amended to change the real property described as TMS # 19908-03-23 and 07 from Neighborhood Commercial District (NC) to General Commercial District (GC)

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

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

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

RICHLAND COUNTY COUNCIL

By: _____
Paul Livingston, Chair

Attest this _____ day of
_____, 2021.

Michelle M. Onley
Interim Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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Public Hearing: February 23, 2021
First Reading: February 23, 2021
Second Reading: March 2, 2021
Third Reading: March 16, 2021

Richland County Council Request for Action

Subject:

20-042MA
Gita Teppara
RS-MD to RM-MD (6.2 Acres)
Sloan Road and Dorichlee Road
TMS # R20101-05-01

Notes:

First Reading: February 23, 2021
Second Reading: March 2, 2021
Third Reading:
Public Hearing: February 23, 2021

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

AN ORDINANCE OF THE COUNTY COUNCIL OF RICHLAND COUNTY, SOUTH CAROLINA, AMENDING THE ZONING MAP OF UNINCORPORATED RICHLAND COUNTY, SOUTH CAROLINA, TO CHANGE THE ZONING DESIGNATION FOR THE REAL PROPERTY DESCRIBED AS TMS # 20101-05-01 FROM RESIDENTIAL SINGLE-FAMILY MEDIUM DENSITY DISTRICT (RS-MD) TO RESIDENTIAL MULTI-FAMILY MEDIUM DENSITY DISTRICT (RM-MD); AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

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

Section I. The Zoning Map of unincorporated Richland County is hereby amended to change the real property described as TMS # 20101-05-01 from Residential Single-Family Medium Density District (RS-MD) to Residential Multi-Family Medium Density District (RM-MD).

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

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

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

RICHLAND COUNTY COUNCIL

By: _____
Paul Livingston, Chair

Attest this _____ day of
_____, 2021.

Michelle M. Onley
Interim Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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Public Hearing: February 23, 2021
First Reading: February 23, 2021
Second Reading: March 2, 2021
Third Reading: March 16, 2021

Richland County Council Request for Action

Subject:

20-043MA
Jeff Baker
NC to GC (.8 Acres)
1630 and 1636 Leesburg Road
TMS # R19203-11-05 & 06

Notes:

First Reading: February 23, 2021
Second Reading: March 2, 2021
Third Reading:
Public Hearing: February 23, 2021

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

AN ORDINANCE OF THE COUNTY COUNCIL OF RICHLAND COUNTY, SOUTH CAROLINA, AMENDING THE ZONING MAP OF UNINCORPORATED RICHLAND COUNTY, SOUTH CAROLINA, TO CHANGE THE ZONING DESIGNATION FOR THE REAL PROPERTY DESCRIBED AS TMS # 19203-11-05 AND 06 FROM NEIGHBORHOOD COMMERCIAL DISTRICT (NC) TO GENERAL COMMERCIAL DISTRICT (GC); AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

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

Section I. The Zoning Map of unincorporated Richland County is hereby amended to change the real property described as TMS # 19203-11-05 and 06 from Neighborhood Commercial District (NC) to General Commercial District (GC)

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

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

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

RICHLAND COUNTY COUNCIL

By: _____
Paul Livingston, Chair

Attest this _____ day of
_____, 2021.

Michelle M. Onley
Interim Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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Public Hearing: February 23, 2021
First Reading: February 23, 2021
Second Reading: March 2, 2021
Third Reading: March 16, 2021

Richland County Council Request for Action

Subject:

20-044MA
Alexis Kisteneff, Jr.
RS-HD to RM-HD (.20 Acres)
3921 Capers Avenue
TMS # R13805-03-19

Notes:

First Reading: February 23, 2021
Second Reading: March 2, 2021
Third Reading:
Public Hearing: February 23, 2021

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

AN ORDINANCE OF THE COUNTY COUNCIL OF RICHLAND COUNTY, SOUTH CAROLINA, AMENDING THE ZONING MAP OF UNINCORPORATED RICHLAND COUNTY, SOUTH CAROLINA, TO CHANGE THE ZONING DESIGNATION FOR THE REAL PROPERTY DESCRIBED AS TMS # 13805-03-19 FROM RESIDENTIAL SINGLE-FAMILY HIGH DENSITY DISTRICT (RS-HD) TO RESIDENTIAL MULTI-FAMILY HIGH DENSITY DISTRICT (RM-HD); AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

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

Section I. The Zoning Map of unincorporated Richland County is hereby amended to change the real property described as TMS # 13805-03-19 from Residential Single-Family High Density District (RS-HD) to Residential Multi-Family High Density District (RM-HD).

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

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

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

RICHLAND COUNTY COUNCIL

By: _____
Paul Livingston, Chair

Attest this _____ day of
_____, 2021.

Michelle M. Onley
Interim Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

Public Hearing: February 23, 2021
First Reading: February 23, 2021
Second Reading: March 2, 2021
Third Reading: March 16, 2021

Richland County Council Request for Action

Subject:

21-003MA
Walter L. McLaughlin, Jr.
RU to GC (.33 Acres)
10400 Broad River Road
TMS # R03300-06-08

Notes:

First Reading: February 23, 2021
Second Reading: March 2, 2021
Third Reading:
Public Hearing: February 23, 2021

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

AN ORDINANCE OF THE COUNTY COUNCIL OF RICHLAND COUNTY, SOUTH CAROLINA, AMENDING THE ZONING MAP OF UNINCORPORATED RICHLAND COUNTY, SOUTH CAROLINA, TO CHANGE THE ZONING DESIGNATION FOR THE REAL PROPERTY DESCRIBED AS TMS # 03300-06-08 FROM RURAL DISTRICT (RU) TO GENERAL COMMERCIAL DISTRICT (GC); AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

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

Section I. The Zoning Map of unincorporated Richland County is hereby amended to change the real property described as TMS # 03300-06-08 from Rural District (RU) to General Commercial District (GC)

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

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

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

RICHLAND COUNTY COUNCIL

By: _____
Paul Livingston, Chair

Attest this _____ day of
_____, 2021.

Michelle M. Onley
Interim Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

Public Hearing: February 23, 2021
First Reading: February 23, 2021
Second Reading: March 2, 2021
Third Reading: March 16, 2021

Richland County Council Request for Action

Subject:

An Ordinance Authorizing an easement to Washington & Assembly, LLC for a perpetual right to receive light and air over and across land owned by Richland County; specifically the Main Library Branch of the Richland Library, located on the southwestern side of the intersection of Hampton Street (S-40-135) with Assembly Street (S-48), in the City of Columbia

Notes:

February 23, 2021 – The D&S Committee recommended Council to approve an ordinance to approve the grant of mutual easement agreements between the County and Washington & Assembly, LLC to facilitate the construction and operation of a student housing complex located on property adjacent to the Richland Library’s Main Branch on Assembly Street.

First Reading: March 2, 2021

Second Reading:

Third Reading:

Public Hearing:



Agenda Briefing

Prepared by:	Elizabeth McLean, Esq.		Title:	Acting County Attorney	
Department:	County Attorney's Office	Division:			
Date Prepared:	February 09, 2021	Meeting Date:	February 23, 2021		
Budget Review	James Hayes via email		Date:	February 16, 2021	
Finance Review	Stacey Hamm via email		Date:	February 09, 2021	
Approved for consideration:	County Administrator	Leonardo Brown, MBA, CPM			
Committee	Development & Services				
Subject:	Mutual Easement Agreement between Washington & Assembly, LLC and Richland County, South Carolina impacting the Richland Library branch located on Assembly Street, Columbia, South Carolina				

STAFF'S RECOMMENDED ACTION:

Policy Decision

Request for Council Reconsideration: Yes

FIDUCIARY:

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

ADDITIONAL FISCAL/BUDGETARY MATTERS TO CONSIDER:

- Existing budget is sufficient to maintain this space. Library already maintains the space between the buildings; the additional space is fewer than 3000 square feet and would have an insignificant budgetary impact. Library would not ask for additional funding to maintain the space. Library's landscape maintenance contract would have minimal or no impact to it. Library would maintain four to six additional outdoor lights where we currently maintain over twenty. Library already has Safety & Security patrolling the space.
- The same Library code of conduct will apply to the additional 3000 SF of space in Walkway Improvement Area that currently applies in the existing walkway, likewise the hours of occupancy. The space is becoming about 11 feet wider and getting new sidewalks and light fixtures; the nature and use of the space isn't changing. There is no known insurance impact, but any changes would be handled and costs covered in the Library's current budget.

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

Negligible additional risk beyond current liabilities.

REGULATORY COMPLIANCE:

Non-applicable.

MOTION OF ORIGIN:

This did not originate by Council motion.

Council Member	
Meeting	
Date	

STRATEGIC & GENERATIVE DISCUSSION:

County Council is requested to pass an ordinance approving the grant of mutual easement agreements between the County and Washington & Assembly, LLC to facilitate the construction and operation of a student housing complex located on property adjacent to the Richland Library main branch on Assembly Street.

Since the library moved to its current location in 1992, it needed a piece of property on the SW corner of the building in order to have access from our parking lot to the entrance on the south side of our building, but the then current owners of the property would not sell the property. When a developer begin investigating the possibility of building student housing on the adjacent parcel, the library and developer entered into discussions regarding a possible swap of the SW corner property (for access) in exchange for a no-obstruction easement over a portion of the library parking lot, with the library retaining perpetual parking rights. The development eventually stalled and the owners' considered selling the library a small parcel, which would not impact the potential student housing complex. The library eventually purchased the SW corner parcel, with County Council approval, in 2017. The library improved the site during its renovations in 2018, but left the area from its south entrance to Assembly Street unrenovated in case the developer revisited the project, in anticipation of trading easements. The developer is now in the final stages of approvals for a student housing complex on the property adjacent to the library. The developer needs a no-obstruction easement over a portion of the library parking area, a temporary construction easement, and the parties will exchange mutual easements for the Walkway Improvements. The developer plans to construct a parklike walkway between the library and the new building, as shown in Exhibit E to the proposed easement. By granting the easement, the library will gain outdoor useable space, paid for by the developer, making a parklike setting between the buildings from Assembly St. to the library parking lot. By approving the easements, Council will give the library some control over the development and use of the space between the buildings, a definite benefit.

Easement Details

The easement consists of three components:

1. Two perpetual easements, one to benefit the Developer and one to benefit the County (Library):
 - i. Developer receives a No Obstruction Area easement in order to build minimal setback building, most of the code required setback area is in the Library parking lot;
 - ii. Library receives County Access Area easement that will be improved by Developer along with Library property to become the Walkway Improvement Area between the two buildings;
2. The Walkway Improvement Area, consisting of the old, half renovated walkway on the south side of the Library from Assembly Street to its parking lot, plus the Developer owned strip of property alongside it granted by the easement as the County Access Area. This area will be improved at the Developer's expense as part of the project in consideration of the County granting the easement that allows the minimal setback construction.
3. A Temporary Construction Easement to be granted to the Developer during the project to allow access to the project to erect scaffolding, shoring, dig footings, etc. that cannot be accomplished on the Developer property alone. Some existing improvements installed during previous Library renovation in the Walkway Improvement Area will be removed during construction, but replaced as part of the Walkway Improvements.

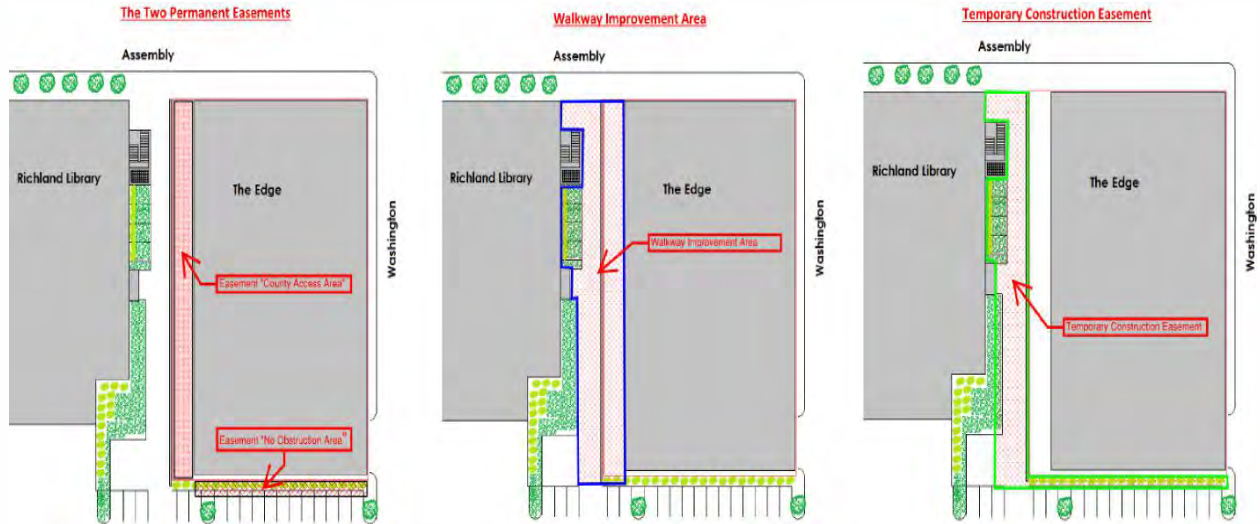
Items of Note:

Prior to the Library renovations in 2018, including the lower portion of the Walkway Improvement Area, flooding was frequent into the Library's south entrance during extreme rain events (about once every 18 months). The renovations successfully addressed this issue. Stormwater drainage is prominently addressed in the Easement Agreement in an attempt to ensure that the project does not reintroduce flooding at the Library by failing to collect and divert the project's stormwater in sufficient capacity.

Granting the No Obstruction Easement prevents the Library from building in the current parking lot within 30 feet of the property line (15 foot setback for the student housing building and 15 foot setback required for any new building in the parking lot). The library would not want to lose the driveway from Washington St. to its loading dock, so it is unlikely that it would build there anyway.

An additional temporary easement or license may be sought from the County, a Crane Swing Easement, but if needed that will be requested separately at some point in the future.

The easement will be executed and held in trust and recorded only if the developer closes on the sale of the underlying property.



The easement will provide a safe and beautiful walkway area for citizens using the Library as well as address an important drainage issue.

ADDITIONAL COMMENTS FOR CONSIDERATION:

None

ATTACHMENTS:

1. Ordinance
2. Mutual Easement Agreement

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

AN ORDINANCE AUTHORIZING AN EASEMENT TO WASHINGTON & ASSEMBLY, LLC FOR A PERPETUAL RIGHT TO RECEIVE LIGHT AND AIR OVER AND ACROSS LAND OWNED BY RICHLAND COUNTY; SPECIFICALLY THE MAIN LIBRARY BRANCH OF THE RICHLAND LIBRARY, LOCATED ON THE SOUTHWESTERN SIDE OF THE INTERSECTION OF HAMPTON STREET (S-40-135) WITH ASSEMBLY STREET (S-48), IN THE CITY OF COLUMBIA.

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

SECTION I. The County of Richland and its employees and agents are hereby authorized to grant to WASHINGTON & ASSEMBLY, LLC a permanent easement over a portion of county owned land; specifically, a perpetual right to receive light and air over the area required by the City of Columbia, SC in order to allow WASHINGTON & ASSEMBLY, LLC to construct the Project (as defined in the Mutual Easement Agreement) in compliance with the zoning and building code regulations for the City; all as specifically described in the Mutual Easement Agreement, which is attached hereto and incorporated herein.

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

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

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

RICHLAND COUNTY COUNCIL

By: _____
Paul Livingston, Chair

Attest this _____ day of _____, 2021.

Michelle Onley
Interim Clerk of Council

RICHLAND COUNTY ATTORNEY’S OFFICE

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

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

Prepared by and after recording return to:
Robinson Gray Stepp & Laffitte, LLC
Post Office Box 11449
Columbia, South Carolina 29211
Attention: M. Kevin Garrison, Esq.

(Space above this line for Recorder's Use)

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND)

MUTUAL EASEMENT AGREEMENT

THIS MUTUAL EASEMENT AGREEMENT (the "**Agreement**") is made effective as of the ____ day of _____, 2021, by and between **WASHINGTON & ASSEMBLY, LLC**, a _____ limited liability company ("**Developer**") and **RICHLAND COUNTY, SOUTH CAROLINA, for the RICHLAND COUNTY PUBLIC LIBRARY**, a political subdivision of the State of South Carolina (the "**County**").

RECITALS

WHEREAS, Developer is owner of certain real property located on the northwestern side of Washington Street (S-40-135), at its intersection with Assembly Street (S-48), in the City of Columbia, in the County of Richland, in the State of South Carolina, as more particularly described on **Exhibit A** attached hereto and incorporated herein by reference (collectively, the "**Developer Tract**"); and

WHEREAS, the County is owner of certain real property located on the southwestern side of the intersection of Hampton Street (S-40-135) with Assembly Street (S-48), in the City of Columbia, in the County of Richland, in the State of South Carolina, as more particularly described on **Exhibit B** attached hereto and incorporated herein by reference (collectively, the "**County Tract**") on which the main branch of the Richland County Public Library (the "**Library**") is located; and

WHEREAS, Developer and the County have mutually agreed to grant certain non-exclusive easements over and across the Developer Tract and the County Tract for the benefit of themselves, and their respective successors and assigns, in order to (i) provide the County with a permanent easement for pedestrian access across a portion of the Developer Tract to use and maintain the Walkway Improvements (as defined herein) constructed by Developer, (ii) provide Developer with a permanent easement over a portion of the County Tract to grant Developer a perpetual right to receive light and air over the area required by the City of Columbia, SC (the "**City**") in order to allow Developer to construct the Project (as defined herein) in compliance with the zoning and building code regulations for the City, and (iii) provide Developer with a temporary construction easement over the County Tract in order for Developer to construct improvements on the Developer Tract and the Walkway Improvements on the County Tract and Developer Tract (collectively, the "**Easements**"); and

WHEREAS, Developer and the County have agreed to execute this Agreement to set forth the terms and conditions of the Easements created herein.

AGREEMENT

NOW, THEREFORE, for and in consideration of foregoing recitals and the covenants and conditions herein contained, and other good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, Developer, the County, for themselves and their respective successors and assigns (referred to sometimes herein individually as an "**Owner**" or collectively as the "**Owners**"), do hereby agree to the following terms and conditions of this Agreement:

1. **Recitals.** The foregoing recitals are contractual and binding in nature, are accurate, true and complete, and are hereby incorporated into and made a part of this Agreement.

2. **Access Easement.** Developer does hereby grant, bargain, sell, convey and deliver to the County, and the County's successors and assigns, as appurtenant to a portion of the County Tract and identified as the "Parcel A County Access Area" on **Exhibit C** attached hereto and incorporated herein by reference (the "**County Access Area**"), a non-exclusive, permanent, perpetual, right, privilege, transmissible and assignable easement for pedestrian ingress, egress and access on, over and across the County Access Area for the County, and its successors, assigns, employees, agents, invitees and guests, in order to provide access at all times to and from the existing buildings and improvements located on the County Tract and allow the Walkway Improvements (as defined herein) to be used and maintained by the County after construction by Developer, or its successors and assigns.

3. **No Obstruction Easement.** The County does hereby grant, bargain, sell, convey and deliver to Developer, and its successors and assigns, a non-exclusive, permanent, perpetual, transmissible and assignable easement, no more than twelve (12') feet in width across a portion of the County Tract identified as the "Parcel B No Obstruction Area" on **Exhibit C** attached hereto and incorporated herein by reference (the "**No Obstruction Area**") to provide Developer, and its successors and assigns, with a perpetual right to receive light and air over the No Obstruction Area as required by the City to allow Developer to construct the Project (as defined herein) by providing a fifteen (15') foot buffer from the western edge of the building to be constructed by Developer in compliance with the City's zoning and building code requirements. Further, during the term of this Agreement, the County shall not construct any buildings within the No Obstruction Area in violation of the City's zoning and building code requirements. The County and Developer, for themselves and their respective successors and assigns, understand, acknowledge and agree that neither Developer, nor its successors, assigns, employees, agents, invitees and guests, shall have any rights to use the No Obstruction Area. Any damage to the existing improvements, trees and shrubbery currently located within the No Obstruction Area during construction on the Developer Tract shall be repaired by Developer, or its successors and assigns, at its sole cost and expense.

4. **Temporary Construction Easement.** The County does hereby grant, bargain, sell, convey and deliver for the benefit of Developer, and its successors and assigns, a temporary construction easement across a portion of the County Tract identified as the "Temporary Construction Easement" on **Exhibit D** attached hereto and incorporated herein by reference (the "**Temporary Easement Area**") for the purposes of constructing its building and other improvements on the Developer Tract and the Walkway Improvements on the County Tract (the "**Project**"). Such easement grant shall include but not be limited to an easement providing Developer, or its successors and assigns, with access across the County Tract for the filling, grading and lateral support required to construct the Project on the Developer Tract. The parties agree that all staging and locating of construction materials, equipment, and supplies during construction of the Project shall be maintained on the Developer Tract, including the County Access Area during construction. Developer, or its successors and assigns, shall be responsible for restoring the Temporary Easement Area, and any existing improvements located thereon, to the same or as good as condition found prior to construction. Developer, or its successors and assigns, shall be solely responsible for securing and guarding the Temporary Easement Area during the construction of the Project and must erect a chain-link or other security fence around the Temporary Construction Area prior to commencing construction of the Project. The location of such fence shall be subject to the Library's consent, not to be unreasonably withheld or delayed. During construction of the Project only, Developer, or its successors and assigns, shall maintain the Temporary Construction Easement in a good, safe, and workmanlike manner, with excessive debris to be removed promptly and at all times maintain an ADA-compliant pathway from the parking lots located on the County Tract to the southern entrance of the library building located on the County Tract. The location and design of any temporary structures required to allow access to the library building's southern entrance shall be subject to the prior review and approval of the Library, with such review and approval not to be unreasonably withheld or delayed. This temporary construction easement will terminate the later of either (i) two (2) years from the date the City issues a building permit to Developer to construct the Project, or (ii) the issuance a Certificate of Occupancy to Developer by the City, unless extended by mutual written agreement of Developer and the County, or their respective successors and assigns.

5. **Additional Consideration.**

(a) As consideration for the County granting the Easements set forth in this Agreement,

Developer, and its successors and assigns, shall be solely responsible for constructing certain pedestrian walkway improvements on the County Tract and Developer Tract (the “**Walkway Improvements**”) under the terms set forth on **Exhibit E** within the area identified on **Exhibit F** attached hereto and incorporated herein by reference (the “**Walkway Improvement Area**”). Such Walkway Improvements constructed by Developer shall be ADA-compliant and the plans for the Walkway Improvements will be subject to the prior review and written consent of the Library before Developer obtains any permitting to construct such Walkway Improvements. However, such written consent of the Library shall not be unreasonably withheld or delayed. The County shall be solely responsible for maintaining the Walkway Improvements upon the City’s issuance of a certificate of occupancy for the Project. Developer, or its successors and assigns, shall be solely responsible for the maintenance of all underground improvements on the Developer Tract including but not limited to all storm water drainage systems constructed on the Developer Tract.

(b) As a condition for the County granting the Easements set forth in this Agreement to Developer, Developer shall provide storm water drainage capacity on the Developer Tract sufficient to collect and pipe storm water from the additional area of hardscape located within the County Access Area and improvements constructed on the Developer Tract. Developer will undertake all reasonable efforts to collect and pipe storm water away from the Developer Tract and the County Tract towards Washington Street in accordance with the City’s building codes and regulations. Specifically, Developer will install storm water drainage lines on the Developer Tract to collect and pipe storm water away from the County Tract into the City’s existing curb inlets located along Washington Street and at the corner of Washington Street and Park Street. The plans for the storm drainage system required for the Project shall be subject to the prior review and written consent of the Library before Developer obtains any permitting to construct such improvements. However, such written consent of the Library shall not be unreasonably withheld or delayed. Upon Developer’s construction of the storm drainage system in accordance with the plans and specifications approved by the Library and the City’s engineering department, Developer, and its successors and assigns, shall have no further obligation to construct any additional changes or modifications to the storm water drainage system. The Library and Developer, or their respective successors and assigns as Owners of the County Tract and Developer Tract, shall be solely responsible for maintaining the storm water drainage systems constructed on their respective properties upon the issuance of a certificate of occupancy by the City to Developer for the Project, subject to the provisions of Section 5(c) and Section 7(d) herein.

(c) The Library’s review and approval of the plans and specifications for the Walkway Improvement Area and any storm drainage lines or systems constructed pursuant to Section 5(b) of this Agreement as well as the issuance of a certificate of occupancy by the City for the Project shall serve as proof of the Library’s acceptance of its obligations to maintain and repair any above-ground improvements constructed by Developer within the Walkway Improvement Area. This Section 5(c) shall not apply in the event any storm water lines or systems actually constructed within the Walkway Improvement Area differ from the plans originally approved by the Library and such constructed storm water lines or systems adversely impact storm water drainage on the County Tract.

(d) As additional consideration for the County granting the Easements set forth in this Agreement to Developer, Developer shall install a series of three gates at the entrances to the County’s Washington Street parking lot at the location shown on **Exhibit G** attached hereto and incorporated herein by reference to prevent unauthorized vehicles from parking in the County’s parking lot. Developer and the Library shall mutually agree to the type of gate to be installed. The Library shall be solely responsible for the use and maintenance of the gates after installation by Developer.

6. **No Obstruction.** With the exception of landscaping, common area improvements, or roadway improvements located thereon, neither Developer, the County, nor their respective successors and assigns, shall (a) erect any permanent or temporary structures, obstacles or barriers over or across the Easements defined herein that would otherwise interfere with the reasonable use of the Easements by the parties, (b) make use of the Easements which is inconsistent with the uses as set forth in this Agreement, or (c) permit third-parties to place any additional utility lines or associated improvements within the Easements that would unreasonably interfere with the use and operation of such Easements by the parties.

7. **Insurance and Indemnification.**

(a) The Owners of the Developer Tract and the County Tract shall each carry and maintain their own liability insurance policies covering their respective properties and the easement rights contained herein. However, Developer, or its successors and assigns as the Owner of the Developer Tract, shall indemnify, defend, and hold the County and the Library harmless against all claims, demands, losses, damages, liabilities, and expenses and all suits, actions, and judgments (including, but not limited to, reasonable costs and reasonable attorneys' fees) arising during the construction of the Project, except for any such claims, demands, losses, damages, liabilities, and expenses and all suits, actions, and judgments caused by the negligence or misconduct of the County, the Library, or their respective successors, assigns, employees, tenants, invitees, or agents.

(b) Subject to the provisions of Section 7(d) below, the parties understand, acknowledge and agree that Developer shall not be held personally liable or responsible under the indemnification provisions of this Section 7 upon Developer's sale of the Developer Tract to a third-party purchaser of the Developer Tract. Further, the indemnification provisions of this Section 7 shall not apply to any unforeseeable claims, demands, losses, damages, liabilities, expenses, suits, actions, or judgments resulting or caused by any act of God or other cause beyond the reasonably foreseeable or reasonable control of Developer, or its successors and assigns.

(c) In no event shall Developer, or its successors and assigns, be liable to the County or the Library under any provision of this Agreement for any indirect, consequential, incidental or special damages, whether in contract or tort, and including, but not limited to, (i) loss of use, (ii) loss of data or information, however caused, (iii) lost profits or other economic loss, (iv) business interruption, or (v) failure of the County to operate the library on the County Tract.

(d) Notwithstanding anything set forth hereinabove, Developer, or its successors and assigns as Owner of the Developer Tract, shall correct or remedy any reasonable defects caused by faulty materials, equipment or workmanship in connection with the construction of the Walkway Improvements for a period of two (2) years from the date of issuance of a Certificate of Occupancy for the Project.

8. Term.

(a) The Easements, terms, conditions and restrictions contained in this Agreement shall be effective commencing on the date of recordation of this Agreement in the Office of the Register of Deeds for Richland County, South Carolina, and shall remain in full force and effect thereafter in perpetuity, unless this Agreement is modified, amended, canceled or terminated by the written consent of both Developer, the County, or their respective successors and assigns.

(b) In the event that the building constructed on the Developer Tract is demolished, this Agreement shall automatically terminate without any further action required by the parties and the Agreement along with the Easements contained herein shall be null and void.

(c) In the event that the building constructed on the Developer Tract ceases to be used as a student housing project or any other use allowed by the City under its zoning and building codes, the County or the Library shall have the right to terminate any obligations it has assumed or rights it has granted relating to the Walkway Improvement Area.

9. Legal Effect. The Easements created herein shall (a) be an estate prior to any existing or future lease, lien, deed, estate, or encumbrance on the Developer Tract and the County Tract, and any existing mortgagee holding a mortgage lien on the either the Developer Tract or the County Tract shall subordinate such mortgage lien to this Agreement by separate subordination agreement recorded in the Office of the Register of Deeds for Richland County, SC (the "**ROD**"); (b) shall be perpetual and shall run with the properties described herein, be binding upon, and inure to the benefit of the parties hereto, and their respective successors and assigns, and all existing and future mortgagees having an interest in any properties described herein, provided, however, that the rights of such mortgagee having an interest in either all or part of the aforesaid properties shall cease and terminate at such time as the respective mortgage or mortgages of such mortgagee are satisfied and discharged of record, unless such mortgagee shall become a successor-in-title to an Owner of such property by reason of foreclosure or voluntary conveyance of such Owner's interest to such mortgagee; (c) shall be, and are, appurtenant to, and essentially necessary for the enjoyment and use of the Developer Tract and the County Tract; and (d) are made in

contemplation of commercial uses, and are of a commercial character, with respect to all properties, and are intended for the use and benefit of the lessees, tenants, licensees and invitees of the respective Owners. Further, Developer and the County hereby warrant that they have fee simple title to the Developer Tract and the County Tract respectively, and that there are no third-party interests encumbering either the Developer Tract or the County Tract which would prevent the execution and enforcement of this Agreement. **Developer and the County understand, acknowledge and agree that this Agreement shall have no legal effect until such time as (i) Developer takes ownership of the Developer Tract, and (ii) this Agreement is recorded in the ROD.**

10. No Merger. It is the express intent of Developer and the County that the Easements granted herein shall not, at any time, merge by operation of law into any future Owner's title or ownership interest in either the Developer Tract or the County Tract, but that the Easements shall remain separate and distinct rights and estates in land. It is further expressly provided that the acquisition hereafter by any other party (including, without limitation, a present or future mortgagee or lessee of either parcel or any portion thereof) of an ownership interest (in fee, leasehold, or otherwise) shall not operate to extinguish, diminish, impair, or otherwise affect the Easements granted herein, which shall remain separate and distinct estates in land.

11. Limitations. There are no other easement rights granted by this Agreement other than as expressly stated herein. **Further, Developer and the County, for themselves and their successors and assigns, specifically understand, acknowledge and agree that this Agreement does not confer any rights to Developer, or its successors and assigns, employees, tenants, invitees, or agents, to use the County Tract for parking nor is any easement for parking on the County Tract granted by the County as part of this Agreement.**

12. Captions, Gender and Number. Captions contained in this Agreement are inserted only as a matter of convenience and in no way define, limit, extend or describe the scope of this Agreement or the intent of any provision hereof. Whenever the context so requires, any pronouns used herein shall include the corresponding masculine, feminine or neuter forms, and the singular form of nouns and pronouns shall include the plural and vice versa.

13. Binding Effect. Except as otherwise provided herein, all provisions of this Agreement shall be binding upon, inure to the benefit of and be enforceable by and against Developer, the County, the Owners and their respective successors and assigns.

14. Waiver. Any consent to or waiver of any provision hereof shall not be deemed or construed to be a consent to or waiver of any other provision of this Agreement. Failure on the part of either Developer or the County, or any future Owners of either the Developer Tract or County Tract, to complain of any act or failure to act of any party to this Agreement, irrespective of the duration of such failure, shall not constitute a waiver or modification of the rights and obligations hereunder. No waiver or modification hereunder shall be effective unless the same is in writing and signed by the party against whom it is sought.

15. Severability. If any provision of this Agreement shall, in whole or in part, prove to be invalid for any reason, such invalidity shall affect only the portion of such provision which shall be invalid, and in all other respects this Agreement shall stand as if such invalid provision, or other invalid portion thereof, had not been a part hereof. Developer and the County agree that this Agreement shall be enforced to the fullest extent permitted by law. Accordingly, if, in any judicial proceeding, a court shall determine that any provision of the Agreement is invalid or unenforceable as written, Developer and the County consent to an interpretation by such court which shall provide enforcement of this Agreement to the maximum extent permitted by law.

16. Entire Agreement; Amendment. This Agreement is the entire agreement and understanding of Developer and the Library with respect to the matters contemplated herein. This Agreement may be amended only by a written instrument executed by the Owners of the Developer Tract and the County Tract against whom enforcement is sought. However, the parties mutually agree to execute any future instrument required to amend any of the exhibits attached to this Agreement as may be necessary to delineate the exact locations of the easements created herein after construction of all improvements on the Developer Tract and the County Tract. The parties understand, acknowledge, and agree that any provision of this Agreement requiring the "consent" or "approval" of the County shall mean and include the written consent of the chief executive officer for the Richland

County Public Library.

17. Notices. Whenever notices shall or may be given to any of the Owners, such notice shall be in writing and be either hand-delivered or sent by overnight courier delivery or by mail, adequate and proper postage prepaid and affixed, addressed to the Owner of record of each tract at the address set forth for such Owner in the tax records of the Richland County Assessor. Any such notice shall be deemed to have been given at the time of hand delivery or delivery to Federal Express, UPS or other national delivery service for overnight delivery or at the time it was placed in the United States Mail with proper postage affixed, as the case may be. As long as the County operates a public library on the County Tract, such notices shall be sent or delivered to both the County and the Executive Director of the Richland County Public Library.

18. Governing Law and Jurisdiction. This Agreement has been executed and delivered in the State of South Carolina, and its validity, interpretation, performance and enforcement and all matters relating thereto, shall be governed by and construed and interpreted in accordance with the laws of the State of South Carolina. For purposes of any litigation arising from or related to this Agreement, the parties hereby submit to the jurisdiction of the appropriate state court located in Richland County, South Carolina.

19. Subordination. Any mortgage or bond lien encumbering all or any portion of the Developer Tract or the County Tract shall at all times be subject and subordinate to the terms and conditions of this Agreement and any party foreclosing any such mortgage or lien or acquiring title by deed-in-lieu of foreclosure shall acquire title to the Developer Tract or County Tract subject to all terms and conditions of this Agreement. The parties further agree to obtain a subordination agreement from the holder of any existing mortgage or bond lien encumbering the Developer Tract or the County Tract to be recorded simultaneously with this Agreement.

20. As-Built Locations; Further Assurances. The exhibits attached to this Agreement show the general locations of the Easements and improvements to be constructed pursuant to the terms of this Agreement. Developer and the County agree to execute and provide for the recordation of any amendments or modifications necessary to confirm the exact location of the Easements and other improvements constructed pursuant to the terms of this Agreement. Such revised exhibits, surveys and amendments shall be subject to the review and approval by both parties at the sole cost and expense of Developer, or its successors and assigns. Upon completion of the Project, Developer shall provide the Library with electronic and hard copies of all as-built plans and drawings for the improvements constructed within the Walkway Improvement Area and the No Obstruction Area, including but not limited to any final civil, mechanical, electrical, or storm water system plans and drawings.

21. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original as against any other party whose signature appears thereon, and all of such counterparts shall together constitute one and the same instrument.

22. Escrow. Upon execution of this Agreement by the parties, the Agreement will be held in escrow by Developer's legal counsel or Chicago Title Insurance Company for future recording in the ROD pursuant to a separate escrow agreement to be signed by the parties. Developer shall record the Agreement in the ROD upon Developer's acquisition of the Developer Tract.

[SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, Developer has duly executed and delivered this Agreement under seal as of the ____ day of _____, 2021.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

DEVELOPER:

WASHINGTON & ASSEMBLY, LLC,
a _____ limited liability company

By: _____ (SEAL)

Print Name: _____

Its: _____

First Witness

Second Witness

STATE OF MISSOURI)
)
COUNTY OF _____)

ACKNOWLEDGMENT

On this _____ day of _____, 2021, before me personally appeared the within-named **WASHINGTON & ASSEMBLY, LLC**, a _____ limited liability company, by _____, its _____, who acknowledged to me that he executed the foregoing Agreement on behalf of Developer; and who is personally known to me, or who was proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument.

(Signature of Notary Public) (SEAL)

(Signature of Notary Public)

Name: _____

Notary Public for the State of Missouri

My Commission expires: _____

[AFFIX NOTARY SEAL OR STAMP BELOW]

Exhibit A

Legal Description for the Developer Tract

All those certain pieces, parcels or tracts of land, together with any improvements located thereon, situate, lying and being located on the northwestern side of Washington Street (S-40-135), at its intersection with Assembly Street (S-48), in the City of Columbia, in the County of Richland, in the State of South Carolina, being shown and designated as **TRACT 1, TRACT 2, TRACT 3, TRACT 4, TRACT 5, TRACT 6, and TRACT 7**, on an ALTA/NSPS Land Title Survey prepared for CRG-1401 Assembly, LLC by Survey One, LLC, dated May 2, 2016, last revised November 21, 2019, and recorded _____, 2021, in the Office of the Register of Deeds for Richland County, South Carolina, in Record Book _____ at Page _____; and having the boundaries and measurements as shown on said survey; reference being craved thereto as often as is necessary for a more complete and accurate legal description.

The Developer Tract being the same property conveyed to Developer by (i) deed of Robert Hampton Frierson, Jan Vismor Frierson, Meghan E. Frierson a/k/a Maghan E. Frierson, and Robert Justin Frierson, dated _____, 2021, and recorded _____, 2021, in Record Book _____ at Page _____; (ii) deed of Estelle H. Frierson, dated _____, 2021, and recorded _____, 2021, in Record Book _____ at Page _____; (iii) deed of Rebecca Ann F. Sox, William Alan Sox, Susan Agnes Frierson, and Rebecca Ann F. Sox, as Custodian under the Uniform Gift to Minors Act for Vivian Estelle Sox, dated _____, 2021, and recorded _____, 2021, in Record Book _____ at Page _____, and (iv) by deed of CRG - 1401 Assembly, LLC, dated _____, 2021, and recorded _____, 2021, in Record Book _____ at Page _____.

TMS No(s): 09013-03-06, 09013-03-07, 09013-03-08, 09013-03-10, 09013-03-11, 09013-03-12, 09013-03-13, and 09013-03-09

Exhibit B

Legal Description for the County Tract

All that certain piece, parcel or lot of land, containing Sixty-Nine Thousand Three Hundred Eighty-Five (69,385) square feet, more or less, situate, lying and being in the City of Columbia, County of Richland, State of South Carolina, more fully described on that certain plat of property surveyed for MS Investments by B.P. Barber & Associates, Inc., dated December 9, 1977, and recorded in the Office of the Register of Deeds for Richland County, SC, in Plat Book Y, Page 486; and having the boundaries and measurements as shown on said survey; reference being craved thereto as often as is necessary for a more complete and accurate legal description.

EXCEPTING from the above-described property that portion of the property conveyed to the Columbia Development corporation by deed of the City of Columbia, recorded March 25, 1983, in Deed Book D-641, Page 482, the office of the Register of Register of Deeds for Richland County, SC.

AND ALSO

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 as shown on said plat are incorporated herein reference.

AND ALSO

All that certain piece, parcel or lot of land, with the improvements thereon, situate, lying and being on the western side of Assembly Street, between Washington Street and Hampton Street (formerly Plain Street), in the City of Columbia, State of South Carolina, being irregular in shape, beginning at a point on the Western side of said Assembly Street, One Hundred Fifty-Six (156') feet, more or less, South of the intersection of the said Hampton Street (formerly Plain Street), and running thence straight West Two Hundred Eight feet Eight inches (208'8"), more or less; thence turning and running straight South Twenty feet Six inches (20'6"), more or less; thence turning and running straight West Fifty-Four feet Four inches (54'4"), more or less; thence turning and running straight South Forty feet Four inches (40'4"), more or less; thence turning and running straight North Eight feet Ten inches (8'10"), more or less; thence turning and running straight East Two Hundred Eight feet Eight inches (208'8"), more or less, to said Assembly Street; and thence turning and running straight North along said Assembly Street Fifty-Two feet Two inches (52'2"), more or less, to the point of commencement; being bounded on the North by lots now or formerly of Rawls, Dunlap and Estate of Charles Logan; on the East by said Assembly Street and lot now or formerly of Vroman; on the South by lots now or formerly of Vroman and of Newton; and on the West by lots now or formerly of Starling and the Estate of Charles Logan, all measurements being more or less.

AND ALSO

ALL that certain piece, parcel or lot of land with the improvements thereon supposed to contain one fourth (1/4) of an acre, more or less, situate, lying and being in the City of Columbia, County of Richland, in the state aforesaid, on the north side of Washington Street, between Assembly and Park Streets, being designated as 1009 Washington Street, and fronting thereon for a distance of approximately fifty-two (52) feet, more or less; said lot being bounded on the east by lot formerly belonging to R. Hennessee, on the west by a lot formerly belonging to one Bronson, on the north by lot formerly belonging to Pollock and Levy, and on the south by the said Washington Street.

AND ALSO

ALL that lot or parcel of land, with improvements thereon, situate, lying and being on the west side of Assembly Street, between Washington and Hampton Streets, in the City of Columbia, County of Richland, State of South Carolina, being known and designated as Lot No. 2 on a plat of the Levy Lands made by V.B. Mills, City Surveyor, dated the 19th day of December, 1885, and recorded in the Office of the Clerk of Court for Richland County in Deed Book "P" at page 473, and bounded on the north by Lot No. 3 on said plat and measuring thereon two hundred eight feet and four inches 208 '4"), more or less, east by Assembly street and measuring thereon fifty-two (52 1) feet, more or less, south by lot of Sweeney, and west by lot now or formerly of Newton, said lot being in shape a rectangle.

AND ALSO

ALL that certain piece, parcel or lot of land, together with the improvements thereon, and known as 1406 Park street, in the City of Columbia, County of Richland, and State of South Carolina, said lot is shown on the Tax Map on file in the office of the Auditor for Richland County Tax Map 9013-3-19 said lot fronts on Park Street forty-eight (48') feet and runs back in parallel lines for a distance of one hundred five (105') feet; being a portion of the property conveyed by deed of Leroy P. Hardy, Jr. recorded in the office of the Register of Mesne Conveyance for Richland County in Deed Book 292 at page 875.

AND ALSO

ALL those pieces, parcels or lots of land, with the improvements thereon, situate, lying and being in the City of Columbia, County of Richland, State of South Carolina, known as 1005 and 1007 Washington Street, the same being shown on a plat prepared for Brady E. Hair by Belter & Associates, dated May 20, 1974 and recorded in the RMC Office for Richland County in Plat Book 45 at page 964; and being more particularly shown on a plat prepared for Kie-Bag Associates by Cox and Dinkins, Inc., dated February 6, 1989, to be recorded, and according to said latter plat, having the following measurements and boundaries, to-wit: on the North along property now or formerly of Bagwell, whereon it measures for a total distance of 54.25 feet; on the East along property now or formerly of Bagwell, whereon it measures 66.09 feet; on the South along Washington street, on which it fronts, whereon it measures for a total distance of 54.03 feet; and on the west along property now or formerly of Mauterer, et al, whereon it measures 66.00 feet. Be all said measurements a little more or less.

AND ALSO

ALL that certain piece, parcel or lot of land, with improvements thereon, situate, lying and being on the northern side of Washington Street, currently known as 1003 1/2 Washington Street, in the City of Columbia, South Carolina, and shown on that plat prepared for Columbia Center Associates II by Cox and Dinkins, Inc., dated June 24, 1989, to be recorded and according to said plat, having the following measurements and boundaries, to-wit: On the North along property now or formerly of Hardy, whereon it measures 9.50 feet: on the East along property now or formerly of Hair, whereon it measures 65.93 feet: on the South along Washington Street, wherein it measures 9.50 feet; and on the West along property now or formerly of Williams, whereon it measures 65.90 feet; be all said measurements a little more or less. Subject, however, to an encroachment as shown on the above mentioned plat of Cox & Dinkins, Inc.

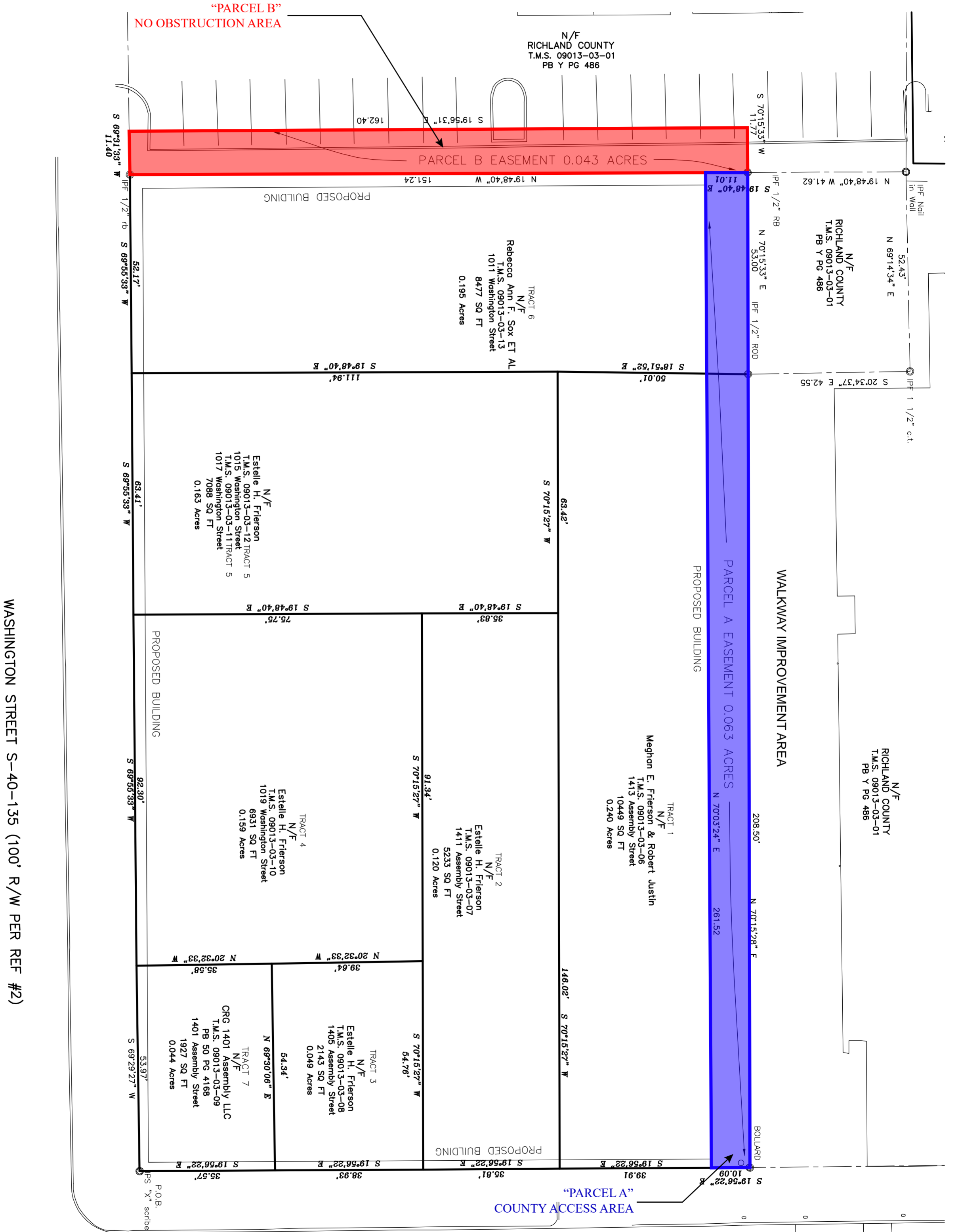
This being the same property conveyed to the County by (i) deed of the City of Columbia, South Carolina, dated January 15, 1991, and recorded January 14, 1991, in Deed Book D-1014 at Page 764; (ii) deed of Vivian Estelle Sox Warner formerly Vivian Estell Sox, dated August 29, 2017, and recorded September 27, 2017, in Record Book 2247 at Page 512; (iii) deed of Rebecca Frierson f/k/a Rebecca Ann F. Sox, Susan Frierson Price f/k/a Susan Agnes Frierson, and Rebecca Frierson f/k/a Rebecca Ann F. Sox, as Custodian under the Uniform Gift to Minors Act for Vivian Estelle Sox, dated August 22, 2017, and recorded September 27, 2017, in Record Book 2247 at Page 504, (iv) deed of L.S. Rivkin, dated January 16, 1991, and recorded January 17, 1991, in Deed Book D-1014 at Page 996; and (v) deed of Columbia Center Associates II, a South Carolina general partnership, dated January 8, 1991, recorded January 11, 1991 in Deed Book D-1014 at Page 454 and re-recorded in Deed Book D-1016 at Page 843.

TMS No.: 09013-03-01

Exhibit C

County Access Area and No Obstruction Area

EXHIBIT C
NO OBSTRUCTION AREA AND COUNTY ACCESS AREA



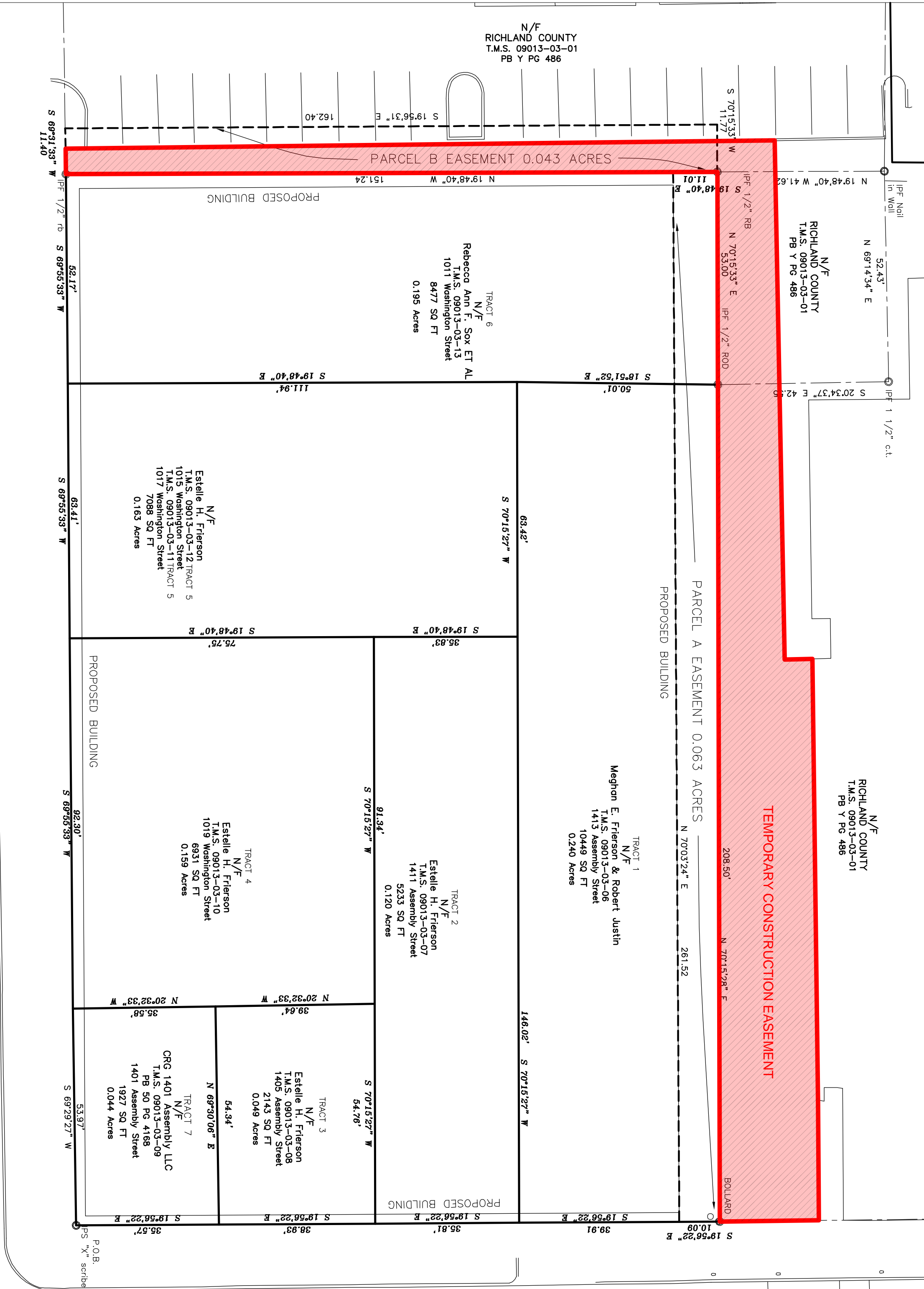
ASSEMBLY STREET S-48 (150' R/W PER REF #1 & REF #2)

Exhibit D

Temporary Easement Area

EXHIBIT D
TEMPORARY EASEMENT AREA

WASHINGTON STREET S-40-135 (100' R/W PER REF #2)



ASSEMBLY STREET S-48 (150' R/W PER REF #1 & REF #2)

Exhibit E

Scope of Walkway Improvements

WALKWAY IMPROVEMENTS OUTLINE SPECIFICATIONS

Columbia, SC

1. PROJECT OVERVIEW

- a. Developer intends to develop a new private student dormitory complex at the 0.97 acre site at 1401 Assembly Street in Columbia, SC.
- b. The project shall consist of a multistory building with a concrete structure.
- c. As a part of the scope of the project, Developer has agreed to construct the Walkway Improvements as described in the following outline specifications and drawings dated January 28, 2020, as amended.

2. CODES, STANDARDS, AND OTHER REQUIREMENTS

- a. All design and construction shall be in accordance with all applicable local, state and federal codes and standards, ADA and Fair Housing requirements, any known or expected interpretations or requirements put upon the project by any Authority Having Jurisdiction (AHJ) at the time of GMP preparation.
- b. All subcontractor permits, as well as any permits required for road or sidewalk closures, shall be obtained prior to the commencement of the work.
- c. Flatwork, paving, and foundations shall be designed in full accordance with the recommendations made in any geotechnical reports issued during the schematic design phase.

3. SITEWORK

Site work shall include excavation, demolition, site clearing, removal of underground obstructions, material haul-off, establishing new utility connections as required, paving, site lighting, and all other necessary work at or below grade, both on-site and within the public right of way, required to complete the building and site improvement work.

- a. Demolition
 - i. The planter retaining wall that abuts the library's southern façade will be cut to 10" high, beginning west of the intake grate at the top of the site and following the slope of the ramp that runs alongside it. The slope of the wall will maintain the 10" height to the door of the children's section of the library at the bottom of the site.
 - ii. All concrete to the south of the planter retaining wall shall be removed.
 - iii. The existing retaining wall that extends from Assembly to the library's rear parking lot at the bottom of the site will be removed to finished grade.
 - iv. The library's existing storm water retention tank shall not be disturbed by the demolition activities on site.
- b. Underground Utilities
 - i. Any underground utilities included within the Walkway Improvements shall be contained within the Developer Tract.

Exhibit E

Scope of Walkway Improvements (continued)

- ii. Developer shall provide additional storm water detention capacity as required due to the Walkway Improvements and the resulting increase in impervious area. Developer shall share all civil engineering drawings with the County as they are produced.

- c. Curbs & Sidewalks
 - i. Provide new public walkways, curbs, and ADA ramps in substantial conformance with the attached plan and renderings dated January 28, 2020, as amended.
 - ii. Paving sections shall conform to geotechnical recommendations and civil engineering drawings.
 - iii. Signage shall be provided as required by code.
 - iv. New flatwork will receive a surface retardant (Top Cast by Grace, or equal) with a light sandblast finish.
 - v. The steps will be pre-cast concrete treads, including the amphitheater. The amphitheater seating steps are 1' 3" high and 3' 2" wide to allow for comfortable terraced seating.
 - vi. The new retaining walls for the planting buffer between the ramp and new pavement will be cast in place concrete to match existing walls.
 - vii. The pavement at the top of the maintenance staircase directly adjacent to the library along Assembly will be replaced.

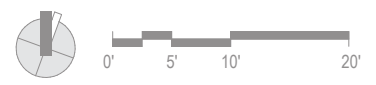
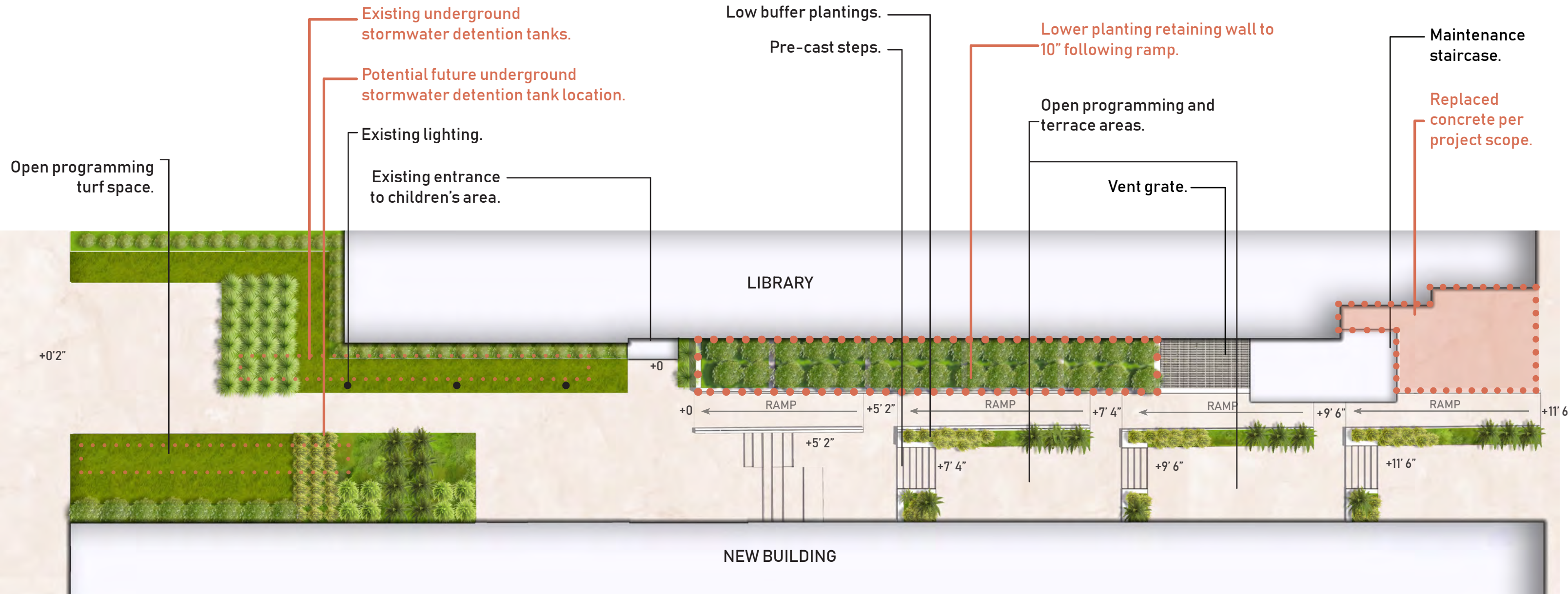
- d. Landscaping
 - i. Plant materials shall include shrubs, perennials, grasses, and turf either naturalized or native to the Columbia, SC region and designed to comply with local zoning requirements.
 - ii. Plant materials shall be selected based on light availability and function. There will be three mixes: part shade flex space, deep shade buffer, and entry part shade.

- e. Site Lighting
 - i. Festoon and sconce lighting will be added to the site. Existing pedestrian pole site lighting will remain the same.
 - 1. Festoon Lighting Product:
 - a. Tokistart Exhibitor or equal
 - 2. Sconce Lighting Product:
 - a. 24" textured bronze Sonneman "Sideways" or equal

- f. Railings
 - i. All railings will be galvanized steel painted handrail with Tnemec paint finish. The railing will be core drilled into the concrete surface. Existing railings shall be removed.

4. MURAL

The mural will be produced by local artist mutually acceptable to both Developer and the County. Representatives from the Richland County Main Library shall manage the search for the appropriate local artist. Both the County and Developer shall review mural mockup and concept presentations, and shall each have approval rights regarding the artist and mural subject matter. Developer has budgeted \$15,000 for the mural.



01.28.20
 SITE
 PLAN
 Lamar Johnson
 Collaborative

FESTOON
LIGHTING
AMPHITHEATER

SCONCES

LOW
PLANTING
LIBRARY
ENTRANCE
SERVICE
STAIRWELL



01.28.20
LOOKING
WEST

Lamar Johnson
Collaborative

FESTOON LIGHTS

SERVICE STAIR

PLANTING BUFFER

SCONCES

MURAL

3' HT WALL

01.28.20
LOOKING
EAST

Lamar Johnson
Collaborative



SLOPING PLANTING
EXISTING LIGHTING
LIBRARY ENTRANCE

FESTOON LIGHTS

SCONCES

AMPHITHEATER

MURAL

PLANTING BUFFER

FLEXIBLE GREENSPACE

01.28.20
LOOKING EAST

Lamar Johnson Collaborative



Exhibit F

Location of Walkway Improvement Area

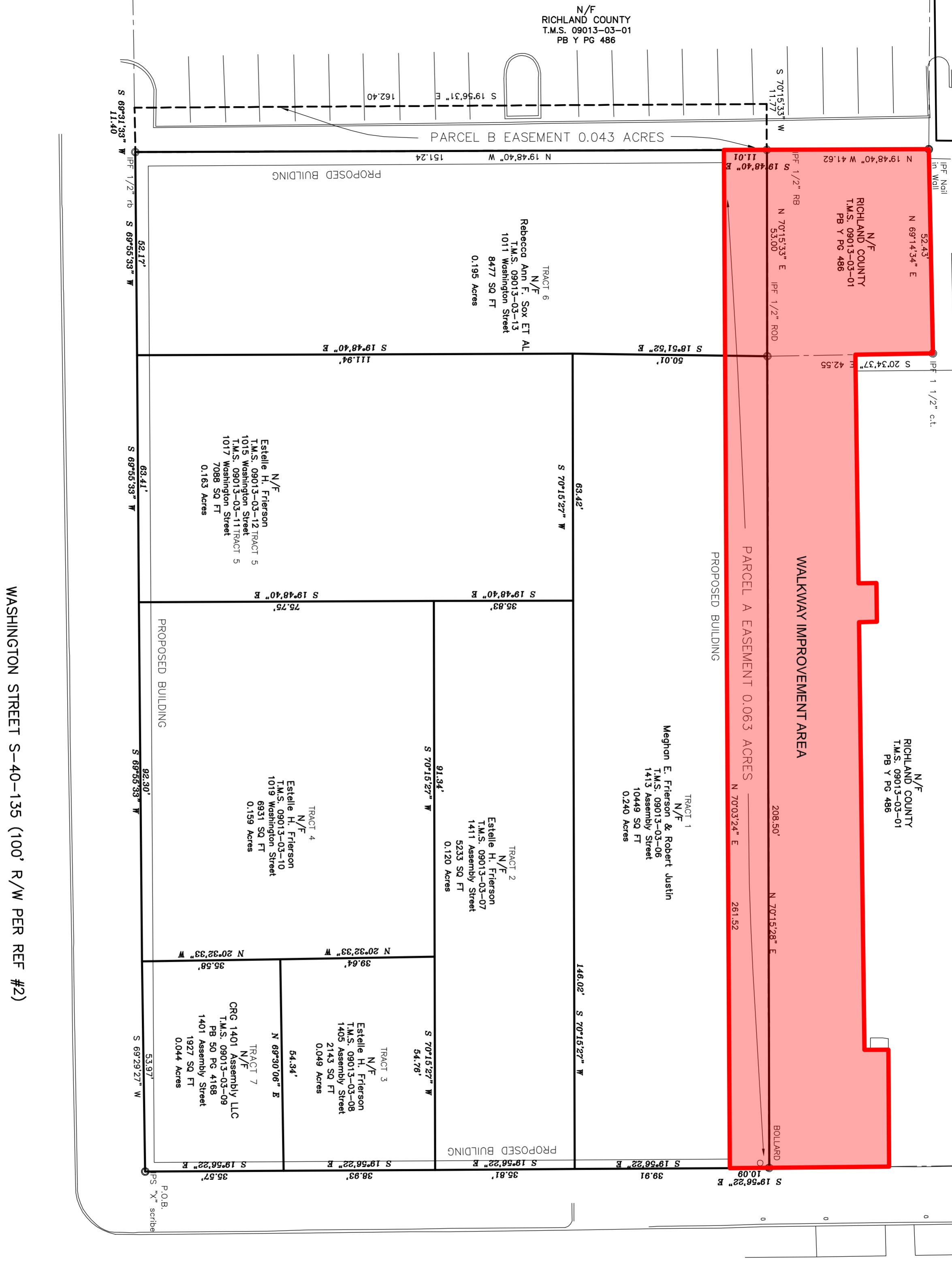
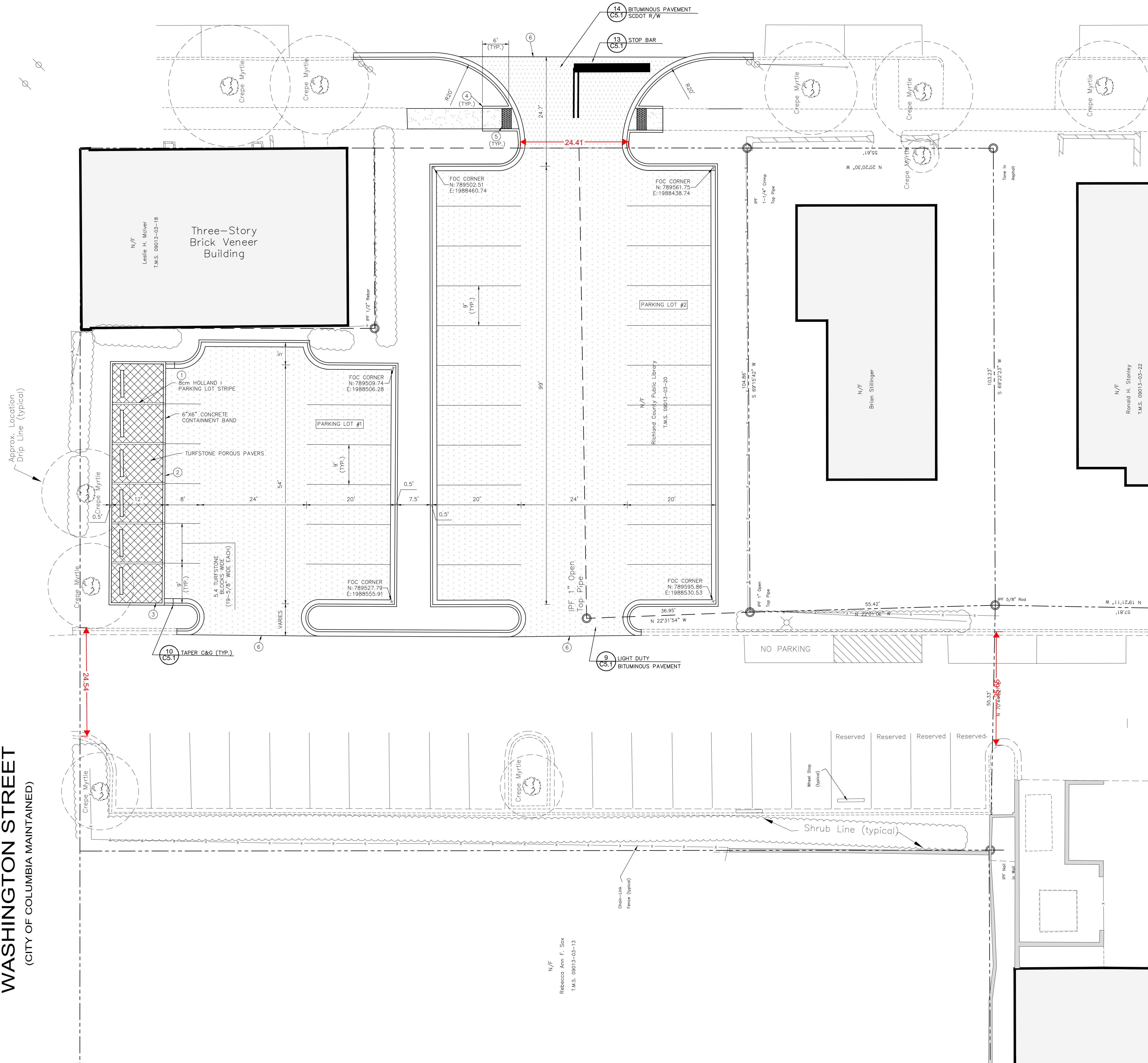


Exhibit G
Gate Locations

WASHINGTON STREET
(CITY OF COLUMBIA MAINTAINED)

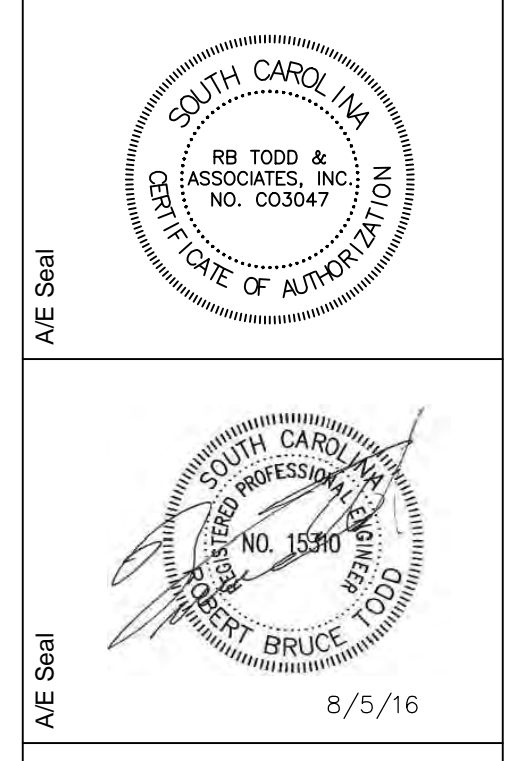
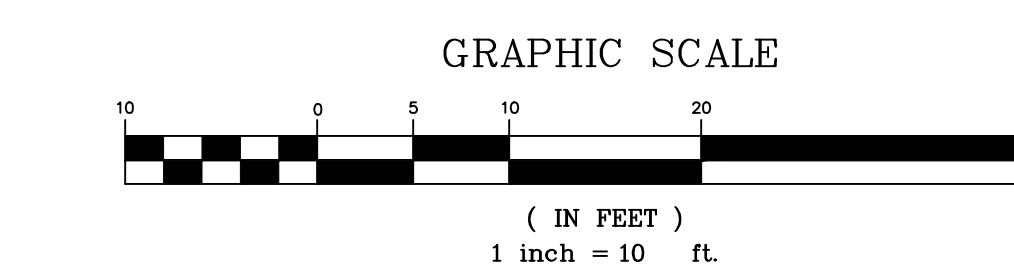
PARK STREET
(90' R/W) (CITY OF COLUMBIA MAINTAINED)



LEGEND

NEW	EXISTING	DESCRIPTION
N/A	Symbol	BENCHMARK/CONTROL POINT
N/A	Symbol	BUILDING
N/A	Symbol	CURB AND CUTTER
N/A	Symbol	CONCRETE SURFACE
N/A	Symbol	BITUMINOUS SURFACE
Symbol	N/A	CHAIN LINK FENCE
Symbol	N/A	KEY NOTE REFERENCE

- KEY NOTES**
- INSTALL HOLLAND 1-8m PARKING LOT "STRIPES" BETWEEN SPACES.
 - INSTALL 6"x6" CONCRETE BAND AROUND POROUS PAVERS AS INDICATED.
 - CUT TURBSTONE BLOCK AS NEEDED TO FIT WITHIN 9" WIDE SPACE AGAINST CURB AND CUTTER (TYP.).
 - INSTALL CURB RETURN FOR 6' FROM GUTTER ON PARK STREET SIDE OF SIDEWALK TO PROVIDE 12:1 RAMP FOR HC ACCESS.
 - INSTALL 24" CAST IN PLACE TRUNCATED DOME DETECTABLE WARNING SYSTEM AS MANUFACTURED BY ADA SOLUTIONS OR APPROVED EQUAL (YELLOW). WIDTH TO MATCH EXISTING SIDEWALK.
 - PLACE NEW ASPHALT FLUSH WITH EXISTING ASPHALT.



RICHLAND LIBRARY
RICHLAND LIBRARY MAIN LIBRARY
RENOVATION
1431 ASSEMBLY STREET
COLUMBIA, SC 29201

No.	Description	Date	Revised By	Drawn By	Check By	Date

Drawing Title:
ENLARGED STAKING PLAN

Drawing No.
C2.3B

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND)

**AFFIDAVIT FOR TAXABLE OR
EXEMPT TRANSFERS**

PERSONALLY appeared before me the undersigned, who being duly sworn, deposes and says:

i) I have read the information on this affidavit and I understand such information.

ii) The property interests being transferred are located on the northwestern intersection of Washington Street and Assembly Street, Columbia, South Carolina, bearing **Richland County Tax Map Numbers 09013-03-06, 09013-03-07, 09013-03-08, 09013-03-10, 09013-03-11, 09013-03-12, 09013-03-13, 09013-03-09, and 09013-03-01**, as set forth in a **Mutual Easement Agreement** between **Washington & Assembly, LLC**, and **Richland County, South Carolina, for the benefit of the Richland County Public Library**. on _____, 2021.

iii) Check one of the following: The deed is

- (a) subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.
- (b) subject to the deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as a distribution to a trust beneficiary.
- (c) exempt from the deed recording fee because (See Information section of affidavit):
Exemption 1: No consideration paid.
(If exempt, please skip items 4-7, and go to item 8 of this affidavit).

If exempt under exemption #14 as described in the Information section of this affidavit, did the agent and principal relationship exist at the time of the original sale and was the purpose of this relationship to purchase the realty?
Check Yes ___ or No ___.

iv) Check one of the following if either item 3(a) or item 3(b) above has been checked (See Information section of this affidavit):

- (a) The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of \$_____.
- (b) The fee is computed on the fair market value of the realty which is \$_____.
- (c) The fee is computed on the fair market value of the realty as established for property tax purposes which is \$_____.

v) Check Yes ___ or No ___ to the following: A lien or encumbrance existed on the land, tenement, or realty before the transfer and remained on the land, tenement or realty after the transfer. (This includes, pursuant to Code Section 12-59-140(e)(6), and lien or encumbrance on realty in possession of a forfeited land commission which may subsequently be waived or reduced after the transfer under a signed contract or agreement between the lien holder and the buyer existing before the transfer). If "Yes," the amount of the outstanding balance of this lien or encumbrance is \$_____.

vi) The deed recording fee is computed as follows:

- (a) Place the amount listed in Item 4 above here: \$ _____
- (b) Place the amount listed in Item 5 above here: \$ _____
(If no amount is listed, place zero here).
- (c) Subtract Line 6(b) from Line 6(a) and place result here: \$ _____

vii) The deed recording fee due is based on the amount listed on Line 6(c) above and the deed recording fee due is **\$0.00**.

viii) As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as **Grantee**.

ix) I understand that a person required to furnish this affidavit who willfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisonment not more than one year or both.

Responsible Person Connected with the Transaction

WASHINGTON & ASSEMBLY, LLC

By: _____ (SEAL)

Print Name: _____

Its: _____

SWORN to before me this ____ day of _____, **2021**.

_____(SEAL)

Notary Public for the State of South Carolina

My Commission Expires: _____

Richland County Council Request for Action

Subject:

Authorizing the execution and delivery of an assignment by Tyson Prepared Foods, Inc. ("TPF") of a 2017 fee-in-lieu of ad valorem taxes agreement by and between Richland County, South Carolina and TPF to Tyson Case Ready, LLC (formerly known as Project Charlie); the execution and delivery of an assignment by TPF to Tyson Case Ready, LLC of a 1996 fee-in-lieu of taxes agreement in the form of a lease agreement by and between Richland County, South Carolina and TPF; the execution and delivery of an amendment to the 2017 fee-in-lieu of ad valorem taxes agreement by and between Richland County, South Carolina and TPF; and other related matters

Notes:

First Reading: February 16, 2021

Second Reading: March 2, 2021

Third Reading:

Public Hearing: March 16, 2021

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

AUTHORIZING THE EXECUTION AND DELIVERY OF AN ASSIGNMENT BY TYSON PREPARED FOODS, INC. (“TPF”) OF A 2017 FEE-IN-LIEU OF *AD VALOREM* TAXES AGREEMENT BY AND BETWEEN RICHLAND COUNTY, SOUTH CAROLINA AND TPF TO TYSON CASE READY, LLC (FORMERLY KNOWN AS PROJECT CHARLIE); THE EXECUTION AND DELIVERY OF AN ASSIGNMENT BY TPF TO TYSON CASE READY, LLC OF A 1996 FEE-IN-LIEU OF TAXES AGREEMENT IN THE FORM OF A LEASE AGREEMENT BY AND BETWEEN RICHLAND COUNTY, SOUTH CAROLINA AND TPF; THE EXECUTION AND DELIVERY OF AN AMENDMENT TO THE 2017 FEE-IN-LIEU OF *AD VALOREM* TAXES AGREEMENT BY AND BETWEEN RICHLAND COUNTY, SOUTH CAROLINA AND TPF; AND OTHER RELATED MATTERS.

WHEREAS, Richland County, South Carolina (“County”), acting by and through its County Council (“County Council”) is authorized pursuant to the provisions of Title 12, Chapter 44, Code of Laws of South Carolina, 1976, as amended (“Simplified FILOT Act”) and Title 4, Chapter 12, Code of Laws of South Carolina, 1976, as amended (“Lease FILOT Act”), to encourage manufacturing and commercial enterprises to locate in the State of South Carolina (“South Carolina” or “State”) or to encourage manufacturing and commercial enterprises now located in the State to expand their investments and thus make use of and employ the manpower, products, and other resources of the State by entering into an agreement with a sponsor, as defined in the FILOT Act, that provides for the payment of a fee-in-lieu of ad valorem tax (“FILOT Payments”), with respect to economic development property, as defined in the FILOT Act;

WHEREAS, pursuant to Article VIII, Section 13 of the South Carolina Constitution and Title 4, Section 1, Code of Laws of South Carolina, 1976, as amended (collectively, “MCIP Act”), the County is authorized to jointly develop multicounty parks with counties having contiguous borders with the County and, in the County’s discretion, include property within the boundaries of such multicounty parks.

WHEREAS, under the authority provided in the MCIP Act, the County created a multicounty park with Fairfield County (“Park”) which is governed by the Amended and Restated Master Agreement Governing the I-77 Corridor Regional Industrial Park, dated as of September 1, 2018 (“Park Agreement”);

WHEREAS, the County entered into a fee in lieu of taxes agreement under the Lease FILOT Act in the form of a Lease Agreement dated December 15, 1996, with IBP, Inc., predecessor to TPF, as extended by that certain Ordinance No. 037-17HR, with TPF (“1996 FILOT Agreement”);

WHEREAS, the County entered into a Fee-In-Lieu of *Ad Valorem* Taxes Agreement dated October 3, 2017 (“2017 FILOT Agreement”) under the FILOT Act with TPF (the 2017 FILOT Agreement and the 1996 FILOT Agreement may hereafter be referred to as the “FILOT Agreements”);

WHEREAS, TPF now desires to transfer and assign to Tyson Case Ready, LLC, formerly known as Project Charlie (the “Company”), all rights and obligations of TPF under the FILOT Agreements, and the Company desires to accept such assignment and assume all obligations of TPF under the FILOT

Agreements using the form of proposed assignment presented to the County Council attached hereto as Exhibit A (the “Assignment”);

WHEREAS, TPF and the Company have requested the County to consent to the Assignment and to take such action as may be necessary or appropriate in order to effectuate such consent, including but not limited to making appropriate amendments to the FILOT Agreements with the Company;

WHEREAS, the County desires to consent to the Assignment;

WHEREAS, the County, acting by and through its County Council is authorized pursuant to the FILOT Act and the MCIP Act to provide special source revenue credits (“Infrastructure Credits”) against FILOT Payments derived from (i) economic development property or (ii) subject to ad valorem taxes due to the property location in a Park to pay costs of designing, acquiring, constructing, improving or expanding (i) infrastructure serving a project or the County; and (ii) improved and unimproved real estate and personal property used in the operation of a commercial enterprise or manufacturing facility (“Infrastructure”);

WHEREAS, it is anticipated that the Company will acquire certain of the assets of TPF, including all assets subject to the FILOT Agreements and the land and building of TPF, and the Company has committed to make additional investments in the County in personal property, real estate, and real estate improvements and renovations bringing the total committed investments (including the previously committed \$9,000,000) under the 2017 FILOT Agreement to \$44,000,000, and the Company furthermore also expects to invest another \$10,200,000 for a total investment of \$54,200,000 (the “Project”);

WHEREAS, the County and the Company desire to amend the 2017 FILOT Agreement to: (i) provide certain Infrastructure Credits to the Company; (ii) extend the Investment Period (as defined in the 2017 FILOT Agreement; and (iii) extend the term of the 2017 FILOT Agreement, all as an inducement for the Company to invest in the County (the “Amendment”);

WHEREAS, there has been prepared and presented to this meeting of County Council the proposed form of the Amendment between the County and the Company in the form attached hereto as Exhibit B; and

WHEREAS, it appears that the Assignment and the Amendment now before this meeting are in appropriate form and are appropriate instruments to be executed and delivered or approved by the County for the purposes intended.

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

Section 1. Based on information supplied to the County by the Company, County Council evaluated the Project based on relevant criteria including, the purposes the Project is to accomplish, the anticipated dollar amount and nature of the investment, employment to be created, and the anticipated costs and benefits to the County, and hereby finds:

(a) The Project is anticipated to benefit the general public welfare of the County by providing services, employment, recreation, or other public benefits not otherwise adequately provided locally;

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

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

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

Section 2. The County, pursuant to Section 12-44-120 of the Act, hereby expressly consents and agrees to the following:

- (a) transfer and assignment pursuant to the Assignment by TPF to the Company of TPF's rights in and obligations under the 1996 FILOT Agreement and the 2017 FILOT Agreement; and
- (b) the amendment of the 2017 FILOT Agreement to (i) provide certain Infrastructure Credits to the Company; (ii) extend the Investment Period (as defined in the 2017 FILOT Agreement) by 5 years; and (iii) extend the term of the 2017 FILOT Agreement by 10 years, all as provided by and pursuant to the Amendment.

Section 3. In order to promote industry, develop trade and utilize the manpower, agricultural products and natural resources of the State, the forms, terms and provisions of the Assignment and the Amendment which are before this meeting and filed with the Clerk to County Council are hereby approved and all of the terms, provisions and conditions thereof are hereby incorporated herein by reference as if the Assignment and the Amendment were set out in this Ordinance in their entirety. The Chair of the County Council and the County Administrator are hereby authorized, empowered and directed to execute, acknowledge and deliver the Assignment and the Amendment to the Company. The Assignment and the Amendment are to be in substantially the forms now before this meeting and hereby approved, or with such changes therein as shall be approved, upon advice of counsel, by the officials of the County executing the same, their execution thereof to constitute conclusive evidence of their approval of any and all changes or revisions therein from the forms of the Assignment and the Amendment now before this meeting.

Section 4. The Chair of County Council, the County Administrator and the Clerk to County Council, for and on behalf of the County, are hereby each authorized and directed to do any and all things necessary to effect the execution and delivery of the Assignment and the Amendment and the performance of all obligations of the County under and pursuant to the Assignment and the Amendment, said documents to be in substantially the form presented to this County Council together with such changes or amendments thereto as may be approved by the County Attorney, and to effect the performance of all obligations of the County thereunder.

Section 5. 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. Any prior ordinance, resolution, or order, the terms of which are in conflict with this Ordinance, is, only to the extent of that conflict, repealed.

Section 7. 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 16, 2021
Second Reading: March 2, 2021
Public Hearing: March 16, 2021
Third Reading: March 16, 2021

Exhibit A

FORM OF ASSIGNMENT

(See attached)

ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (“Assignment”) is made effective as of the ___ day of _____, 2021 (the “Effective Date”), by and among Tyson Prepared Foods, Inc., a Delaware corporation (“Tyson Prepared Foods”), Tyson Case Ready, LLC, a Delaware limited liability company formerly known as Project Charlie (“Company”), and Richland County, South Carolina (the “County”), a body politic and corporate and political subdivision of the State of South Carolina (the “State”), acting by and through its County Council (the “County Council”) as governing body of the County.

WHEREAS, Tyson Prepared Foods, successor to IBP, Inc., and the County entered into a fee in lieu of taxes agreement in the form of a Lease Agreement dated December 15, 1996, as extended by that certain Ordinance No. 037-17HR (“1996 FILOT Agreement”);

WHEREAS, Tyson Prepared Foods and the County entered into a Fee-In-Lieu of *Ad Valorem* Taxes Agreement dated as of October 3, 2017 (“2017 FILOT Agreement,” and together with the 1996 FILOT Agreement, the “FILOT Agreements”);

WHEREAS, the Company is acquiring effective as of the Effective Date certain assets of Tyson Prepared Foods, including certain personal property subject to the FILOT Agreements and the real estate and building of Tyson Prepared Foods;

WHEREAS, the Company has committed to make additional investments in the County in personal property, real estate, and real estate improvements and renovations bringing the total committed investments (including the previously committed \$9,000,000) under the 2017 FILOT Agreement to \$44,000,000, and the Company furthermore also expects to invest another \$10,200,000 for a total investment of \$54,200,000;

WHEREAS, Tyson Prepared Foods effective as of the Effective Date desires to assign to the Company, and the Company desires to accept, all of Tyson Prepared Foods’ right, title, and interest in, to, and under the FILOT Agreements.

NOW, THEREFORE, in consideration of the reasons recited above and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Tyson Prepared Foods, the Company and County Council hereby agree as follows:

1. Tyson Prepared Foods hereby assigns, contributes, grants, conveys and transfers to the Company, its representatives, successors, and assigns, all of Tyson Prepared Foods’s right, title and interest in, to and under the FILOT Agreements, to be effective as of the Effective Date.
2. The Company hereby accepts the foregoing assignment of the FILOT Agreements and agrees to assume all of Tyson Prepared Foods’s obligations under the FILOT Agreements which arise or relate to the period after the Effective Date and agrees to be bound thereby.

3. The County hereby consents to the assignment from Tyson Prepared Foods to the Company of all rights, title and interest in, to and under the FILOT Agreements and to the assumption by the Company of all obligations contained in the FILOT Agreements which arise or relate to the period after the Effective Date hereof and agrees to release Tyson Prepared Foods from any obligations arising or relating to the period after the Effective Date hereof. Tyson Prepared Foods expressly acknowledges that any obligations arising under the FILOT Agreements before the Effective Date are obligations of Tyson Prepared Foods.
4. This Assignment will be binding on and inure to the benefit of the parties herein, their heirs, executors, administrators, successors-in-interest and assigns.
5. This Assignment may only be amended by a writing signed by Tyson Prepared Foods, the Company and the County.
6. This Assignment shall be governed by and construed in accordance with the laws of the State of South Carolina.
7. A determination that any provision of this Assignment is unenforceable or invalid shall not affect the enforceability or validity of any other provision and any determination that the application of any provision of this Assignment to any person or circumstance is illegal or unenforceable shall not affect the enforceability or validity of such provision as it may apply to any other persons or circumstances.
8. This Assignment may be executed in two or more counterparts, each of which will be deemed to be an original, but all of which together will constitute one and the same instrument.

(Remainder of page left blank intentionally.)

This Assignment has been executed by the parties to be effective as of the Effective Date.

TYSON PREPARED FOODS, INC.

By: _____

Its: _____

TYSON CASE READY, LLC

By: _____

Its: _____

RICHLAND COUNTY, SOUTH CAROLINA

By: _____

Its: _____

ATTEST:

Clerk to Council

Exhibit B

FORM OF AMENDMENT

(See attached)

4821-5462-3449 v.2

FIRST AMENDMENT TO 2017 FILOT AGREEMENT

THIS FIRST AMENDMENT TO 2017 FILOT AGREEMENT (this “Amendment”) is dated effective as of the ___ day of _____, 2021 (the “Effective Date”), by and between RICHLAND COUNTY, SOUTH CAROLINA (the “County”), a body politic and corporate and political subdivision of the State of South Carolina (the “State”), acting by and through its County Council (the “County Council”) as governing body of the County, and Tyson Case Ready, LLC, a Delaware limited liability company formerly known as Project Charlie (the “Company”).

WITNESSETH:

WHEREAS, Tyson Prepared Foods, Inc. (“Tyson Prepared Foods”) and the County entered into a Fee-In-Lieu of *Ad Valorem* Taxes Agreement dated as of October 3, 2017 (“2017 FILOT Agreement”) under which Tyson Prepared Foods committed to invest not less than \$9,000,000 in real and personal property in the County;

WHEREAS, Tyson Prepared Foods assigned the 2017 FILOT Agreement to the Company pursuant to that certain Assignment and Assumption Agreement effective as of the Effective Date by and among Tyson Prepared Foods, the Company and County Council;

WHEREAS, the Company acquired as of the Effective Date certain assets of Tyson Prepared Foods, including certain assets subject to the 2017 FILOT Agreement, and the real estate and building of Tyson Prepared Foods;

WHEREAS, the Company has committed to make additional investments in the County in personal property, real estate, and real estate improvements and renovations bringing the total committed investments (including the previously committed \$9,000,000) under the 2017 FILOT Agreement to \$44,000,000, and the Company furthermore also expects to invest another \$10,200,000 for a total investment of \$54,200,000;

WHEREAS, the County and the Company desire to (i) amend the 2017 FILOT Agreement to provide for certain Infrastructure Credits, as defined below, to the Company; and (ii) extend the Investment Period by five (5) years and the Phase Termination Period by ten (10) years (as such terms are defined in the 2017 FILOT Agreement), as an inducement to invest in the County.

NOW, THEREFORE, the parties hereby agree as follows:

SECTION 1. INFRASTRUCTURE CREDITS.

A new Article V, Section 5.1 is hereby added to the 2017 FILOT Agreement as follows:

ARTICLE V

ADDITIONAL INCENTIVES

Section 5.1. Infrastructure Credits. To assist in paying for costs of Infrastructure, the Sponsor is entitled to claim an Infrastructure Credit to reduce certain FILOT Payments due and owing from the Sponsor to the County under this Fee Agreement. The term, amount and calculation of the Infrastructure Credit is described in Exhibit D. In no event may the Sponsor's aggregate Infrastructure Credit claimed pursuant to this Section exceed the aggregate expenditures by the Sponsor on Infrastructure.

For each property tax year in which the Infrastructure Credit is applicable ("Credit Term"), the County shall prepare and issue the annual bills with respect to the Project showing the Net FILOT Payment, calculated in accordance with Exhibit D. Following receipt of the bill, the Sponsor shall timely remit the Net FILOT Payment to the County in accordance with applicable law.

SECTION 2. EXHIBIT D – DESCRIPTION OF INFRASTRUCTURE CREDIT

A new Exhibit D is hereby added to the 2017 FILOT Agreement as follows:

EXHIBIT D

DESCRIPTION OF INFRASTRUCTURE CREDIT

The Sponsor and any Sponsor Affiliate shall be entitled to an annual Infrastructure Credit equal to 40% for years one (1) through five (5) and 35% for years six (6) through ten (10) against the amount of the annual FILOT Payment due for that year, anticipated to commence with the property tax payment for tax year 2022.

To the extent the Infrastructure Credit is used to pay for the cost of personal property and the removal of such personal property results in a penalty pursuant to 4-29-68(A)(2)(ii) of the Code, the Sponsor shall be entitled to an additional Infrastructure Credit against any remaining FILOT Payments to be made on property remaining subject to the FILOT Payments after the date of such removal.

To the extent the Infrastructure Credits pursuant to this Exhibit are greater than the amount of the FILOT Payment due hereunder, such Infrastructure Credit shall be carried over to the next year or years, as necessary, to apply all accrued Infrastructure Credits.

SECTION 3. DEFINITIONS

Article 1, Section 1.1 of the 2017 FILOT Agreement is hereby amended to include the following definitions:

"Infrastructure" means (i) the infrastructure serving the County or the Project, and (ii) improved and unimproved real estate. Upon the written election by the Sponsor and notice to the County, personal property, including machinery and equipment, used in the operation of a

manufacturing or commercial enterprise, and such other items as may be described in or permitted under Section 4-29-68 of the Code shall also be included in the definition of Infrastructure.

“Infrastructure Credit” means the special source revenue credit provided to the Sponsor pursuant to Section 12-44-70 of the Act and Section 4-1-175 of the MCIP Act and Section 5.1 of this Fee Agreement, with respect to the Infrastructure. Infrastructure Credits are to be used for the payment of Infrastructure.

Article 1, Section 1.1 of the 2017 FILOT Agreement is hereby amended to amend and restate the following definitions so that, as amended, such definitions shall read as follows:

“Investment Period” means the period beginning with the first day of any purchase or acquisition of Economic Development Property and ending ten years after the Commencement Date, as may be extended pursuant to Section 12-44-30(13) of the Act. For purposes of this Fee Agreement, the Investment Period is expected to end (unless the Commencement Date is later than December 31, 2017), on December 31, 2027.

“Phase Termination Date” means, with respect to each Phase, the last day of the property tax year which is the 29th year following the first property tax year in which the Phase is placed in service.

SECTION 4. 2017 FILOT AGREEMENT.

Every provision of the 2017 FILOT Agreement not amended or modified by the terms of this Amendment shall remain unchanged and in full force and effect.

SECTION 5. COUNTY AND COMPANY REPRESENTATIONS.

A. The County represents that it has approved this Amendment by adoption of an Ordinance dated [_____], and in accordance with the procedural requirements of the County Council and any other applicable law.

B. The Company represents that the execution, delivery and performance by the individual or entity signing this Amendment on behalf of the Company has been duly authorized and approved by all requisite action on the part of the Company.

SECTION 6. COUNTERPARTS.

This Amendment may be executed in several counterparts, each of which shall be deemed an original, and such counterparts shall constitute but one and the same instrument.

SECTION 7. EFFECTIVE DATE.

This Amendment is effective as of the date first above written.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first above written.

RICHLAND COUNTY, SOUTH CAROLINA

By: _____

Its: _____

ATTEST:

Clerk to Council

TYSON CASE READY, LLC

By: _____

Name: _____

Its: _____

Richland County Council Request for Action

Subject:

Authorizing the First Amendment to the Master Agreement governing the Forest Acres Business Park between Richland County and Fairfield County; authorizing the First Amendment to Intergovernmental Agreement between Richland County and the City of Forest Acres; and other related matters

Notes:

First Reading: February 9, 2021

Second Reading: February 16, 2021

Third Reading:

Public Hearing: March 16, 2021

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

AUTHORIZING THE FIRST AMENDMENT TO THE MASTER AGREEMENT GOVERNING THE FOREST ACRES BUSINESS PARK BETWEEN RICHLAND COUNTY AND FAIRFIELD COUNTY; AUTHORIZING THE FIRST AMENDMENT TO INTERGOVERNMENTAL AGREEMENT BETWEEN RICHLAND COUNTY AND THE CITY OF FOREST ACRES; AND OTHER RELATED MATTERS.

WHEREAS, at the request of the City of Forest Acres, South Carolina (“City”) and in order to stimulate the commercial redevelopment of the old Cardinal Newman School site (“Site”) and provide or cause to be provided certain infrastructure for the benefit of the Site and surrounding areas (“Infrastructure”), Richland County, South Carolina (“Richland County”) and Fairfield County, South Carolina (“Fairfield County”) previously jointly developed the Forest Acres Business Park (“Park”) and entered into a “Master Agreement Governing The Forest Acres Business Park” dated as of June 21, 2016 (the “Master Agreement”) to, among other things, govern the operations of the Park, including the sharing of expenses and revenues and the manner in which the revenue is to be distributed to each of the taxing entities within Richland County and Fairfield County;

WHEREAS, Richland County and the City entered into an Intergovernmental Agreement dated as of June 21, 2016 (“Intergovernmental Agreement”), the terms of which provide the terms and conditions under which Richland County would distribute certain revenues of the Park to the City for the purpose of paying for the Infrastructure;

WHEREAS, due to construction delays on the Site and certain administrative delays associated with the Intergovernmental Agreement, the Park has not generated the expected Fees (as defined in the Intergovernmental Agreement), and other than standard distribution of the Fees to the taxing entities in Richland County the City has not received any Fees from the Park; and

WHEREAS, the City has requested and Richland County desires to (i) enter into the First Amendment to Master Agreement with Fairfield County, the form of which is attached as Exhibit A (“Master Agreement Amendment”), and (ii) enter into the First Amendment to Intergovernmental Agreement with the City, the form of which is attached as Exhibit B (“IGA Amendment”) to amend the period of time under each of the Master Agreement and the Intergovernmental Agreement during which the City is eligible to receive the Fees so that the City is eligible to receive Fees from the Park now that portions of the expected development have been and are continuing to be constructed.

NOW, THEREFORE, BE IT ORDAINED BY THE RICHLAND COUNTY COUNCIL:

Section 1. Approval and Execution of the Master Agreement Amendment. The amendments to the Master Agreement as set forth in the Master Agreement Amendment are hereby approved. The form, terms and provisions of the Master Agreement Amendment are hereby approved with any such revisions as are not materially adverse to Richland County and are approved by the Richland County Administrator (“Administrator”) after consultation with legal counsel to Richland County. The Richland County Council Chair (“Chair”) is authorized to execute the Master Agreement Amendment, the Clerk to the Richland County Council (“Clerk”) is authorized to attest the same, and the Administrator is authorized to deliver the Master Agreement Amendment to Fairfield County.

Section 2. *Approval and Execution of the IGA Amendment.* The amendments to the Intergovernmental Agreement as set forth in the IGA Amendment are hereby approved. The form, terms and provisions of the IGA Amendment are hereby approved with any such revisions as are not materially adverse to Richland County and are approved by the Administrator after consultation with legal counsel to Richland County. The Chair is authorized to execute the IGA Amendment, the Clerk is authorized to attest the same, and the Administrator is authorized to deliver the IGA Amendment to the City.

Section 3. *Further Assurances.* The Chair, the Clerk and the Administrator (or their respective designees) are authorized to execute whatever other documents and take whatever further actions as may be necessary to effect the intent of this Ordinance.

Section 4. *Severability.* If any part of this Ordinance is unenforceable, the remainder is unaffected.

Section 5. *General Repealer.* Any ordinance, resolution or order, the terms of which conflict with this Ordinance, is, only to the extent of that conflict, repealed.

Section 6. *Effective Date.* This Ordinance is effective after third and final reading.

RICHLAND COUNTY, SOUTH CAROLINA

Chair of County Council

(SEAL)

ATTEST:

Clerk to County Council
Richland County, South Carolina

READINGS:

First Reading:	February 9, 2021
Second Reading:	February 16, 2021
Public Hearing:	March 16, 2021
Third Reading:	March 16, 2021

EXHIBIT A
FIRST AMENDMENT TO MASTER AGREEMENT

FIRST AMENDMENT TO MASTER AGREEMENT

THIS FIRST AMENDMENT TO MASTER AGREEMENT GOVERNING THE FOREST ACRES BUSINESS PARK (this “Amendment”), dated as of March [], 2021, is made and entered into by and between RICHLAND COUNTY, SOUTH CAROLINA, a public body corporate and a political subdivision of the State of South Carolina (“Richland County”), and FAIRFIELD COUNTY, SOUTH CAROLINA, a public body corporate and a political subdivision of the State of South Carolina (“Fairfield County” and together with Richland County, the “Counties”). All capitalized terms used herein without definition shall have the same meanings herein as such terms are defined in the Master Agreement (hereinafter defined).

RECITALS

WHEREAS, the Counties previously developed the Forest Acres Business Park (“Park”) and entered into a Master Agreement Governing the Forest Acres Business Park dated as of June 21, 2016 (the “Master Agreement”) to, among other things, govern the operations of the Park and provide for the sharing of FILOT Revenue generated by the Park;

WHEREAS, the Counties desire to amend certain provisions of the Master Agreement to extend the term of the Master Agreement; and

WHEREAS, the Counties have obtained the consent of the City of Forest Acres, South Carolina (“City”) to this Amendment because the Property is geographically situated in the Park.

NOW, THEREFORE, in consideration of the foregoing premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Counties hereby agree as follows:

ARTICLE I AMENDMENTS

Section 1.1. Subsections 3.02(b) and 3.03(a) of the Master Agreement are amended by adding the clause “Commencing with tax year 2020,” to the beginning of each subsection.

Section 1.2 Section 3.04 of the Master Agreement is hereby amended by striking Section 3.04 in its entirety and replacing it with the following:

Section 3.04. *Annual Report and Disbursement.* Not later than July 15 of each year, starting July 15, 2021, each County shall prepare and submit to the other County a report detailing the FILOT Revenue owed and paid to such other County under this Agreement in the prior fiscal year. Each County shall deliver a check for the amount reflected in that report at the same time to the other County.

Section 1.3 Section 4.10 of the Master Agreement is amended by striking Section 4.10 in its entirety and replacing it with the following:

Section 4.10. *Termination.* Notwithstanding any part of this Agreement to the contrary, this Agreement terminates automatically on the earlier of (a) the termination of the Intergovernmental Agreement between Richland County and the City dated as of July 16, 2016, as amended, or (b) July 15, 2031.

ARTICLE II
MISCELLANEOUS

Section 2.1. This Amendment shall be effective from the date first above written.

Section 2.2. Except as specifically amended hereby, the Master Agreement shall continue in full force and effect in accordance with its terms. Reference to this specific Amendment need not be made in the Master Agreement or any other instrument or document executed in connection therewith, or in any certificate, letter or communication issued or made pursuant to or with respect to the Master Agreement, any reference in any of such items to the Master Agreement being sufficient to refer to the Master Agreement as amended hereby. Richland County and Fairfield County confirm all their respective representations and covenants made under the Master Agreement as if made on the date of this Amendment.

Section 2.3. This Amendment shall be governed by State law.

Section 2.4. This Amendment may be executed in any number of counterparts, each of which shall be an original and all of which together shall constitute but one and the same instrument.

[Remainder of Page Intentionally Left Blank. Signature Page Follows.]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed and delivered by their respective duly authorized officers as of the date first above written.

RICHLAND COUNTY, SOUTH CAROLINA

(SEAL)

By: _____
County Council Chair

ATTEST:

By: _____
Clerk to County Council
Richland County, South Carolina

FAIRFIELD COUNTY, SOUTH CAROLINA

(SEAL)

By: _____
County Council Chair

ATTEST:

By: _____
Clerk to County Council
Fairfield County, South Carolina

ACKNOWLEDGED AND CONSENTED TO BY
THE CITY OF FOREST ACRES, SOUTH CAROLINA:

City Administrator

EXHIBIT B
FIRST AMENDMENT TO INTERGOVERNMENTAL AGREEMENT

FIRST AMENDMENT TO INTERGOVERNMENTAL AGREEMENT

THIS FIRST AMENDMENT TO INTERGOVERNMENTAL AGREEMENT (this “Amendment”), dated as of March [], 2021, is made and entered into by and between RICHLAND COUNTY, SOUTH CAROLINA, a public body corporate and a political subdivision of the State of South Carolina (“Richland County”), and the CITY OF FOREST ACRES, SOUTH CAROLINA, a municipal corporation and a political subdivision of the State of South Carolina (the “City,” and together with Richland County, the “Parties” and each individually, a “Party”). All capitalized terms used herein without definition shall have the same meanings herein as such terms are defined in the Intergovernmental Agreement (hereinafter defined).

RECITALS

WHEREAS, Richland County and the City entered into an Intergovernmental Agreement dated as of June 21, 2016 (the “Intergovernmental Agreement”) pursuant to which Richland County agreed to distribute certain Fees from the Park to the City and the City agreed to establish Infrastructure for the benefit of the Site and surrounding areas using the portion of the Fees the City receives from the Park;

WHEREAS, pursuant to the Intergovernmental Agreement, the City was eligible to receive its portion of Fees until the earlier of (i) the distribution to the City of \$4,000,000 in Fees, or (ii) 10 years from the date of the Intergovernmental Agreement;

WHEREAS, due to construction delays on the Site and certain administrative delays associated with the Intergovernmental Agreement, as of the date of this Amendment, the Park has not generated the expected Fees and other than the standard distribution of Fees to taxing entities in Richland County, the City has not received any Fees from the Park; and

WHEREAS, Richland County and the City desire to amend certain provisions of the Intergovernmental Agreement to extend the period of time during which the City is eligible to receive the Fees so the City is eligible to receive Fees.

NOW, THEREFORE, in consideration of the foregoing premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

ARTICLE I AMENDMENTS

Section 1.1. Section 3 of the Intergovernmental Agreement entitled “**Location of the Park**” is amended by striking Section 3(A) in its entirety and replacing it with the following:

(A) The Park consists of property located in the City as is hereinafter more specifically described in Exhibit A hereto (the “Property”). The Property shall be subject, beginning with the fee payments received for tax year 2020, to the distribution of revenues provided for in the Master Agreement. It is specifically recognized that the Park may consist of non-contiguous properties. The boundaries of the Park may be enlarged from time to time, but only in accordance with the terms of the Master Agreement.

As a note to the reader, the reference to (i) “Exhibit A” in the foregoing section above refers to “Exhibit A” attached to the Intergovernmental Agreement as no separate “Exhibit A” is attached to or included with this Amendment, and (ii) the Master Agreement includes all amendments to the Master Agreement as may be implemented from time to time.

Section 1.2. Section 6 of the Intergovernmental Agreement entitled “**Distribution of Fee-In-Lieu-Of-Tax Payments**” is hereby amended by striking Section 6(B) in its entirety and replacing it with the following:

(B) Upon the earlier of (i) the distribution to the City of \$4,000,000 in Fees as provided in Section 5(C) above or (ii) July 15, 2031, this Intergovernmental Agreement will automatically terminate.

Section 1.3. Section 6 of the Intergovernmental Agreement entitled “**Distribution of Fee-In-Lieu-Of-Tax Payments**” is hereby amended by adding Section 6(C) as follows:

(C) Should the Park continue to exist after the termination of the Intergovernmental Agreement as provided in Section 6(B) above, any of the City’s share of the Residual FILOT Revenues shall be calculated in the manner set forth at South Carolina Code Annotated Section 12-44-80(A) as if the Property were not located in a Park.

ARTICLE II MISCELLANEOUS

Section 2.1. This Amendment shall be effective from the date first above written.

Section 2.2. Except as specifically amended hereby, the Intergovernmental Agreement shall continue in full force and effect in accordance with its terms. Reference to this specific Amendment need not be made in the Intergovernmental Agreement or any other instrument or document executed in connection therewith, or in any certificate, letter or communication issued or made pursuant to or with respect to the Intergovernmental Agreement, any reference in any of such items to the Intergovernmental Agreement being sufficient to refer to the Intergovernmental Agreement as amended hereby. Richland County and the City confirm all their respective representations and covenants made under the Intergovernmental Agreement as if made on the date of this Amendment.

Section 2.3. This Amendment shall be governed by South Carolina law.

Section 2.4 This Amendment may be executed in any number of counterparts, each of which shall be an original and all of which together shall constitute but one and the same instrument.

[Remainder of Page Intentionally Left Blank. Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed and delivered by their respective duly authorized officers as of the date first above written.

RICHLAND COUNTY, SOUTH CAROLINA

(SEAL)

By: _____
County Council Chair

ATTEST:

By: _____
Clerk to County Council
Richland County, South Carolina

CITY OF FOREST ACRES, SOUTH CAROLINA

(SEAL)

By: _____
City Administrator

ATTEST:

By: _____
City Clerk
City of Forest Acres, South Carolina

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 a company identified for the time being as Project Catawba; and other related matters

Notes:

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

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

AUTHORIZING THE 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 A COMPANY IDENTIFIED FOR THE TIME BEING AS PROJECT CATAWBA; 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, a company identified for the time being as Project Catawba (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 \$72,000,000, 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 (collectively, the “Property”) in the Park; and

WHEREAS, the City of Columbia, South Carolina, the municipality in which the Property is located, consented to the expansion of the boundaries of the Park to include the Property in the Park by an ordinance enacted on [●], 2021 in accordance with Section 4-1-170(C) of the Act; and

WHEREAS, the County further desires to enter into a Public Infrastructure Credit Agreement with 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 as to the inclusion of the Property in the Park, and delivery of written notice to Fairfield of the inclusion of the Property in the Park, 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.

[End of Ordinance]

RICHLAND COUNTY, SOUTH CAROLINA

Chair, Richland County Council

(SEAL)
ATTEST:

Clerk of Council, Richland County Council

First Reading: March 16, 2021
Second Reading: [●], 2021
Public Hearing: [●], 2021
Third Reading: [●], 2021

EXHIBIT A
FORM OF AGREEMENT

PUBLIC INFRASTRUCTURE CREDIT AGREEMENT

by and between

RICHLAND COUNTY, SOUTH CAROLINA

and

PROJECT CATAWBA

Effective as of: _____, 2021

PUBLIC INFRASTRUCTURE CREDIT AGREEMENT

This PUBLIC INFRASTRUCTURE CREDIT AGREEMENT, effective as of [●], 2021 (“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 a company identified for the time being as PROJECT CATAWBA (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 on Exhibit A hereto (“Land”), consisting of total taxable investment by the Company in real and personal property of not less than \$72,000,000, and in connection with the Project, anticipates making investment in certain Public Infrastructure as further described herein;

WHEREAS, by an ordinance enacted on [●], 2021 (“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 [●], 2021 in accordance with Section 4-1-170(C) of the Act; and

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, as defined below, 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 [●], 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, 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 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 \$72,000,000 in taxable property in the Project ("Investment Commitment") by [●], 2026 ("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 Certification Deadline. 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 on 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 on Exhibit C hereto.

(b) For each tax year for which the Company is entitled to a Public Infrastructure Credit, 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)** of this Agreement ("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, as defined on Exhibit C hereto, 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 D, 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, 2026;

(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** of this Agreement 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 this 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 this 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 the Company 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

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, PROJECT CATAWBA has caused this Agreement to be executed by its authorized officer(s), effective the day and year first above written.

PROJECT CATAWBA

By: _____

Name: _____

Its: _____

[SIGNATURE PAGE 2 TO PUBLIC INFRASTRUCTURE CREDIT AGREEMENT]

EXHIBIT A

LAND DESCRIPTION

[To be inserted]

EXHIBIT B (See Section 2.2)

DESCRIPTION OF COMPANY PUBLIC INFRASTRUCTURE

The Company Public Infrastructure includes a parking deck for residents of the development that will provide spaces dedicated to public parking on the ground floor. In addition to the parking deck, the Company Public Infrastructure will consist of general infrastructure benefiting the public, including, but not limited to, (i) enhanced streetscaping and landscaping along Catawba and Lincoln Streets, including surface parking spaces for public use, (ii) water, sewer and stormwater improvements, (iii) environmental cleanup, including the remediation of coal waste associated with the former Pinstch Gas Works facility, and (iv) blight eradication, including the removal of two vacant light-industrial buildings to create a connection between the University of South Carolina’s Greek Village and the Granby Mills neighborhood. The anticipated total cost of the Company Public Infrastructure is approximately \$7,800,000, and is further detailed below:

Company Public Infrastructure Budget Estimate	
Description	Budget
Streetscaping/Landscaping (<i>*including public surface parking</i>)	\$500,000
Water/Sewer/Stormwater Improvements	\$579,148
Water/Sewer/Stormwater Improvements Impact Fees	\$750,000
Parking Deck	\$5,000,000
Eradication of Blight	\$350,000
Environmental Cleanup	\$500,000
General Conditions	\$120,852
Total Projected Company Public Infrastructure Costs	\$7,800,000

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 2.4)

**RICHLAND COUNTY RESOLUTION REQUIRING CERTAIN ACCOUNTABILITY PRACTICES CONCERNING
ECONOMIC DEVELOPMENT PROJECTS IN THE COUNTY**

**A RESOLUTION TO AMEND THE DECEMBER 21, 2010,
RESOLUTION REQUIRING CERTAIN ACCOUNTABILITY
PRACTICES CONCERNING ECONOMIC DEVELOPMENT
PROJECTS IN RICHLAND COUNTY**

WHEREAS, Richland County Council adopted a resolution dated as of December 21, 2010 (“Prior Resolution”), which requires companies receiving economic development incentives from Richland County, South Carolina (“County”) to submit annual reports to the Richland County Economic Development Office; and

WHEREAS, the County desires to make the form of the annual reports submitted by such companies uniform in order to make the substantive information contained in the annual reports more easily tracked and documented by the Richland County Economic Development Office.

NOW, THEREFORE, BE IT RESOLVED by Richland County Council as follows:

Section 1. The County affirms that each company awarded an incentive by the County in exchange for the location or expansion of a facility or facilities within the County shall submit an annual report to the Richland County Economic Development Office by January 31 of each year throughout the term of the incentives.

Section 2. The Richland County Economic Development Office is authorized to create (and from time to time, if necessary, amend or recreate) and make available the form of the annual report; however, such form, shall require, at a minimum, the following information:

- a. Name of company;
- b. Cumulative capital investment (less any removed investment) to date as a result of the project;
- c. Net jobs created to date as a result of the project;

Section 3. A copy of the then-current form of the annual report may be obtained from the following address. The annual report shall likewise be submitted to the following address by the required date.

Richland County Economic Development Office
Attention: Kim Mann
1201 Main Street, Suite 910
Columbia, SC 29201

Section 4. This Resolution amends the Prior Resolution and sets forth the County’s requirements with respect to the annual reports to be submitted by each company awarded an incentive by the County as described in Section 1.

Section 5. The substance of this Resolution shall be incorporated into the agreement between the County and each company with respect to the incentives granted by the County to the company.

Section 6. In the event that any company shall fail to submit an annual report, or any portion thereof, such company may be required to return all incentives, or a dollar amount equal thereof, to the County. Such incentives, or the dollar amount equal thereto, shall be paid to the County within 60 days after the date upon which the information was originally due.


RESOLVED: December 12 2017

RICHLAND COUNTY, SOUTH CAROLINA



Chair, Richland County Council

(SEAL)
ATTEST:



Clerk to County Council

SOUTH CAROLINA

)

A RESOLUTION

)

RICHLAND COUNTY

)

COMMITTING TO NEGOTIATE A FEE-IN-LIEU OF AD VALOREM TAXES AGREEMENT BETWEEN RICHLAND COUNTY AND PROJECT CURB; IDENTIFYING THE PROJECT; AND OTHER MATTERS RELATED THERETO

WHEREAS, Richland County, South Carolina (“County”), acting by and through its County Council (“County Council”) is authorized pursuant to the provisions of Title 12, Chapter 44, Code of Laws of South Carolina, 1976, as amended (“Act”) to encourage manufacturing and commercial enterprises to locate in the State of South Carolina (“South Carolina” or “State”) or to encourage manufacturing and commercial enterprises now located in the State to expand their investments and thus make use of and employ the manpower, products, and other resources of the State by entering into an agreement with a sponsor, as defined in the Act, that provides for the payment of a fee-in-lieu of *ad valorem* tax (“FILOT Payments”) with respect to economic development property, as defined in the Act;

WHEREAS, Project Curb, an entity whose name cannot be publicly disclosed at this time (“Sponsor”), desires to invest capital in the County in order to expand a manufacturing facility in the County (“Project”);

WHEREAS, the Project is anticipated to result in an investment of approximately \$20,000,000 in taxable real and personal property and the creation of approximately 165 new, full-time equivalent jobs; and

WHEREAS, as an inducement to the Sponsor to locate the Project in the County, the Sponsor has requested that the County negotiate an agreement (“Agreement”), which provides for FILOT Payments with respect to the portion of the Project which constitutes economic development property, as defined in the Act.

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

Section 1. This Resolution is an inducement resolution for this Project for purposes of the Act.

Section 2. County Council commits to enter into the Agreement, which provides for FILOT Payments with respect to the portion of the Project which constitutes economic development property. The further details of the FILOT Payments and the agreement will be prescribed by subsequent ordinance of the County to be adopted in accordance with South Carolina law and the rules and procedures of the County.

Section 3. County Council identifies and reflects the Project by this Resolution, therefore permitting expenditures made in connection with the Project before the date of this Resolution to qualify as economic development property, subject to the terms and conditions of the Agreement and the Act.

Section 4. This Resolution is effective after its approval by the County Council.

RESOLVED: March 16, 2021

RICHLAND COUNTY, SOUTH CAROLINA

Chair, Richland County Council

(SEAL)
ATTEST:

Clerk to County Council

Adopted March 16, 2021.

RICHLAND COUNTY, SOUTH CAROLINA

Chair, Richland County Council

(SEAL)
ATTEST:

Clerk to Richland County Council

EXHIBIT A

**FORM OF
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**

**DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
FOR
BLYTHEWOOD BUSINESS PARK
RICHLAND COUNTY, SOUTH CAROLINA**

This Declaration is made as of this _____ day of _____, 2021, by **RICHLAND COUNTY, SOUTH CAROLINA**, a South Carolina political subdivision (hereinafter referred to as the “*Declarant*”).

WHEREAS, the Declarant is the owner of certain real property, located in Richland County, South Carolina, being more particularly shown on **Exhibit A** attached hereto (the “*Property*”), and desires to and intends to subject the Property to a master development plan and to allow the Developer to offer parcels of the Property, of varying sizes, for sale to purchasers or for lease to tenants or for other development, which activities being about economic growth and development in Richland County; and,

WHEREAS, the Property is designated on a plat (the “*Plat*”) recorded in Plat Book _____, at Page _____ in the Office of the Clerk of Court for Richland County, South Carolina, which is incorporated herein by reference.

NOW THEREFORE, the Declarant hereby declares that this Declaration and the covenants, conditions and restrictions established herein shall be covenants to run with the land and that all the Property described in **Exhibit A** attached hereto is herewith made subject and subordinate to the terms, provisions and conditions hereof. These covenants, conditions and restrictions shall be binding upon each and every person or entity, their heirs, successors and assigns, who shall acquire any interest in the Property or any part or portion thereof. These covenants, conditions and restrictions are in addition to (and not in substitution for) any applicable zoning regulations or ordinance or other land use requirements, rules or regulations. By the acceptance of any interest in all or any part of the Property, the person or entity to whom such interest is conveyed shall be deemed to accept and agree to be bound by the provisions of this Declaration, and there are hereby created and established in and for the Park, the following restrictive covenants, easements, reservations and requirements.

**ARTICLE I
DEFINITIONS**

When used in this Declaration, unless the context shall prohibit or require otherwise, the following words shall have the following meanings, and all definitions shall be applicable to the singular and plural forms of any such terms:

- A. “***Additional Property***” shall mean and refer to the real property, that must be adjacent to Property subject hereto, which is not initially included within the Property that may be subjected to this Declaration by the Declarant, together with any improvements thereon.
- B. “***Association***” shall mean the [_____] Owner’s Association, or a

- non-profit corporation of similar or different name to be selected by Developer and which Developer shall establish at a time hereafter to be selected by Developer.
- C. “**Common Areas**” shall mean and refer to those areas of the Property which are not building sites, including but not limited to parks, median strips, drainage areas, sidewalks, pedestrian paths, walking trails, private rights-of-way and easements, including beautification, ponds, utility, dams, and drainage easements, sign location areas and signs located therein.
 - D. “**Declarant**” shall refer to Richland County, South Carolina, acting by and through its Economic Development Office, its successors and assigns.
 - E. “**Design Review Committee**” shall refer to Richland County, South Carolina, acting by and through its Economic Development Office, or such other committee as may be appointed by the County Council, provided however, the Town of Blythewood shall at all times, unless it affirmatively waives such right, have one (1) representative on the Design Review Committee to be appointed by the governing body (Town Council) of the Town of Blythewood. Notwithstanding any provision herein to the contrary, this Declaration may not be amended to remove this requirement regarding a representative of the Town of Blythewood being on the Design Review Committee, unless the Town of Blythewood is a party to such recorded amendment for the purpose of consenting thereto. The Design Review Committee shall be constituted with three (3) members – (i) two (2) representatives appointed by Richland County, South Carolina, acting by and through its Economic Development Office, and (ii) the above-described representative appointed by the governing body (Town Council) of the Town of Blythewood.
 - F. “**Developer**” shall refer to Richland County, South Carolina, acting by and through its Economic Development Office, its successors and assigns.
 - G. “**Improvements**” shall mean any and all betterments, construction and/or improvements of any parcel, or any portion thereof, and shall include without limitation all changes in site topography, underground utilities, all buildings, outbuildings, parking areas, loading areas, fences, wall hedges, landscaping, mass plantings, poles, signs, monuments, sculptures, driveways, lawns, drives, trees and shrubs, and any structure of any type or kind.
 - H. “**Infrastructure**” shall mean and refer to those areas consisting of roads, sidewalks, pedestrian paths, walking trails, water and sewer improvements within the Property which are intended for the common use and enjoyment of the public. Those areas are the rights-of-way for all public roadways, utilities and all other public easement areas as shown on any recorded plat.
 - I. “**Owner**” shall mean and refer to any person or entity which owns fee simple title to any parcel, which shall include the Declarant/Developer, or any other entity that has been granted a voting proxy pursuant to a lease arrangement or other contract. All restrictions and obligations set forth herein which are binding on an Owner, shall also be binding on Lessees, licensee and occupants of the Property to the extent appropriate.
 - J. “**Parcel**” shall mean and refer to any lot(s) or parcel(s) of land, or subdivision thereof, in the Park, as shown on plats recorded by the Declarant/Developer together with any improvements thereon; provided, however, a Parcel shall not include any roads, right-of-way or other area(s) dedicated to the public use.

- K. “**Property**” and “**Park**” shall mean and refer to that certain real property described on **Exhibit A** attached hereto, together with any improvements thereon, together with such Additional Property and any improvements thereon, which the Declarant may, in accordance with the provisions of Article 3, elect to subject to the terms and conditions of this Declaration.
- L. “**Tenant**” shall mean the owner of a leasehold interest in a part or all of the Property.

ARTICLE II PLAN OF DEVELOPMENT

The Developer intends to develop the Property as an Industrial Park which shall promote the development of industrial and manufacturing uses, research and institutional, and related uses. The Developer shall develop the Property as an Industrial Park by building, constructing and providing roadways, necessary utilities and other improvements within the Property; by dividing portions of the Property into parcels; by selling, leasing or retaining parcels or subdivisions thereof, and by constructing improvements thereon in its sole discretion; and by designating portions of the Property, and all improvements thereon, if any, as Infrastructure, and conveying them to another public agency, where appropriate.

Declarant/Developer shall have the right, but not the obligation, to install, construct, operate, repair, demolish, remove and maintain improvements in, on, under, over and across the Property as specifically shown on the recorded plat or plats, including but not limited to water, sewer, and other utility systems or facilities, electric and television cable and their various attendant services, security facilities, refuse facilities, roadways and waterways. The land within the Park owned by the Declarant may be subdivided to comprise the most appropriate mix of parcels as determined by the Declarant/Developer.

ARTILCE III ADDITIONAL PROPERTY

The Declarant hereby reserves the option to submit at any time, or from time to time, Additional Property or any portion thereof to the provisions of this Declaration and thereby to cause the Additional Property or any portion thereof to become part of the Property, just as fully as if the portion or portions thereof were included within the Property initially subject to this Declaration on the date thereof. This submission shall be effected by the Declarant’s executing and recording in the Richland County Register of Deed’s Office an instrument entitled “Declaration of Inclusion” describing the Additional Property to be submitted to this Declaration and by recording a plat thereof. The Declarant/Developer shall thereafter have the right to plan, design, develop, change, modify, alter, construct, maintain, or manage any type of improvement upon the Additional Property, to divide it into Parcels, in its sole discretion, for its purposes, except as otherwise expressly stated in this Declaration. If any Additional Property is added to the Park, its development shall be in accordance with the provisions hereof.

ARTICLE IV
PROPERTY RIGHTS

- 4.1 General. Each Parcel shall, for all purposes, constitute real property which shall be owned in fee simple and which, subject to the provisions of this Declaration, shall be conveyed, transferred and encumbered in the same manner as any other real property. Each Owner, including the Declarant, shall be subject to the provisions of this Declaration.
- 4.2 Permitted Uses by Owners and Tenants. No person or entity shall be an Owner, Tenant or occupant of any Parcel unless such person or entity shall at all times use the Parcel for the following:
- 4.2.1 Industrial or manufacturing purposes or such incidental activities;
 - 4.2.2 Service businesses that are not engaged in retail sales on premises, provided, however that Parcels comprising not more than ten (10%) percent of the total Property may be utilized for the purpose of retail sales or other commercial activities;
 - 4.2.3 Educational, health care, or research purposes;
 - 4.2.4 Government or other public agencies; or
 - 4.2.5 Business or other commercial office purposes.

No Owner, Tenant or occupant of any Parcel shall use the Parcel for the following:

- 4.2.6 Commercial scrap storage or salvage yard;
- 4.2.7 Manufacture, storage, distribution or other purposes involving DOT Class A explosives;
- 4.2.8 Lumber yard, coal or wood yard as a primary business, but not necessarily to exclude the operations which are ancillary to permissible uses;
- 4.2.9 Commercial bulk petroleum storage facility;
- 4.2.10 Commercial landfill or other on-site commercial waste disposal facilities;
- 4.2.11 Quarry or other mining operations; or
- 4.2.12 Commercial infectious or hazardous waste facilities.
- 4.2.13 Any other uses determined by the Design Review Committee or Developer to be unsafe or dangerous, which constitute a nuisance which include, but shall not be limited to odor, dust, fumes, smoke, noise, vibration, or are objectionable by reason of their adverse effects on property within one (1) mile of any boundary of the Property.

ARTICLE V
REGULATION OF IMPROVEMENTS

- 5.1 Approval of Plans and Specifications. No improvements shall be constructed, erected, placed, altered, maintained or permitted on any parcel until plans and specifications therefore have been approved by the Design Review Committee.
- 5.2 Pre-Construction Meeting. Prior to the commencement of construction on any Parcel including site grading, a pre-construction meeting shall be conducted. The meeting shall include the Developer or Developer's representative, the Owner or Owner's representative, and the contractor including the site grading contractor.
- 5.3 Construction Vehicular Traffic. Developer shall have the right to control construction traffic during construction as well as access to a Parcel.
- 5.4 Completion of Construction. After commencement of construction of an improvement on any Parcel, the Owner thereof shall diligently prosecute the work thereon to the end that the improvement shall not remain in a partially finished condition any longer than reasonably necessary for completion thereof. During construction, the Owner shall cause the Parcel to remain in a reasonably neat and orderly condition, preventing the accumulation of trash and shall prevent runoff of surface water from the Parcel onto adjacent property or streets. The Owner shall implement plans for approval by Developer to contain all sediment, including washed, windblown and gravity, within the boundaries of the Parcel and insure that all areas of the Parcel to be exposed for longer than thirty (30) days be grassed. If, at the end of a twelve month period from the commencement of construction, construction of any improvement is not being diligently pursued by the Owner, then the Developer shall have the option to proceed with such construction or remove such incomplete construction. Cost incurred by the Developer relative to such construction shall be paid by the Owner. In the event Developer elects to remove such incomplete improvements, then Developer shall have the right to reacquire the Parcel at the original price, less Developer's costs incurred in said removal if the same have not been paid.
- 5.5 Excavation. No excavation shall be made on any Parcel except in connection with construction of improvements thereon. Upon completion of construction of improvements on the Parcel, exposed openings shall be backfilled and disturbed ground shall be smoothly graded and landscaped.
- 5.6 Storm Drainage.
- A. All Owners shall provide details of proposed storm drainage systems to the Design Review Committee for approval. These plans and specifications shall show locations concerning all applicable storm drainage improvements, including but not limited to size and location of underground piping, catch basins, headwalls, ditches and swales from each Parcel to any designated easements within the Property.
 - B. All storm drainage shall comply in all respects with all requirements of

the then-applicable storm drainage ordinance in effect in Richland County, South Carolina.

- C. The Developer may elect to require that the Owner provide on site water retention and detention facilities.
- D. All storm drainage shall be carried to designated drainage easements and in no case shall any storm drainage from the Parcel be carried across the Owner's property line onto another Parcel except when confined within the drainage easements or in order to access a drainage easement. No drainage of a Parcel shall be constructed which would prohibit the proper drainage of other Parcels within the Property. In no case shall any storm drainage from the Parcel be allowed to flow directly on any interior roads within the Property.
- E. Owner shall at all times manage and maintain all drainage facilities, including but not limited to retention/detention ponds within its Parcel in a safe, clean, orderly, neat and operable condition.

5.7 Landscaping.

- A. It is required that all Parcels be landscaped and that plans and specifications be submitted to the Design Review Committee for approval prior to installation. Such plans should indicate the location, size, type and height of each planting and an irrigation plan noted thereon. Such plans should reflect and take into account any landscaping which exists elsewhere in the Park within beautification easements or on adjacent property. All plans and specifications must reflect efforts to retain existing trees if any are on the Parcel.
- B. The area between the building walls and the Parcel's property lines, shall be used exclusively for the planting and growing of trees, shrubs, lawn, and other ground covering or material as approved by the Design Review Committee, except for such portions thereof as may be reasonably required for service access either to the buildings or parking and loading areas constructed on the parcel.
- C. Where pavement occurs between the building and any street frontage property line for the purposes of parking, then the pavement shall be separated by a minimum of forty (40) feet including designated easements from the said street frontage property line. The area between the pavement and the curb line of the street shall be suitably landscaped with either berms or other landscaping treatments which may include ground cover.
- D. Where pavement occurs adjacent to any side property line a minimum of five (5) feet of landscaping shall be provided along that side property line.
- E. All landscaping shall be installed within sixty (60) days after substantial completion of construction, weather permitting.
- F. Landscaped areas shall be perpetually maintained in a sightly and well-kept condition including such replanting and replacement as is, from time to time, required.
- G. For Parcels within the Town of Blythewood, in addition to compliance

with all other provisions of this section, and notwithstanding the actual zoning designation of the applicable Parcel, all landscaping shall comply with the more restrictive of the landscaping requirements applicable to the Town of Blythewood zoning districts “LI-2” and “TC” as long as such zoning districts exist within the Town of Blythewood.

5.8 Signage

- A. All signs, including identification, temporary, and information, and including those in the setback areas, on loading docks, parking facilities, on buildings, storage areas, etc., along with appropriate plans and specifications shall be first submitted to the Design Review Committee for approval. Such plans and specifications for any sign shall include but not be limited to the color(s), dimensions, location on the parcel, height, copy, and type of illumination, and other characteristics. No sign shall be erected, substituted, changed, or modified on the property without the prior written approval of the Design Review Committee.
- B. Signage must conform to the following standard:
1. Signs for single-tenant buildings shall be restricted to advertising only the person, firm, company, or corporation operating the use conducted on the parcel or the product sold or produced thereon.
 2. For multi-tenant buildings, only one identification sign per building will be approved. Signs used for identification of individual Tenants in a multi-tenant building must be uniform both with regard to sign panel design and lettering style.
 3. All information signage, including instructions to visitors, vendors, and customers; directional signs; designated parking areas; driveway entrance signs; or any sign other than building identification sign must be uniform both with regard to sign panel design and lettering style.
 4. All temporary signs, including construction signs, “For Lease” or “For Sale” signs shall be approved by the Design Review Committee.
 5. Signs may be electrified but will be non-flashing.
 6. Signs may not project above the roofline of a building.
 7. Signs may not be located within dedicated easements.
 8. The above notwithstanding, the Design Review Committee at its sole discretion may approve or refuse requests for variances to this paragraph on a case by case basis.
 9. Strip lighting rather than floodlights shall be used for sign lighting.

- 5.9 Loading, Service and Outside Storage. All loading and receiving shall be conducted entirely on the Parcel at loading/receiving areas which shall not be permitted in the front yard of any Parcel or in the side yard that fronts on any interior public road and the frontage of any Parcel. Loading and

receiving areas shall be located and screened so as to minimize their visibility from any street or other right-of-way. Landscaped visual barriers, including earthen berms shall be erected so as to screen loading and receiving areas from public streets. No materials, supplies or equipment shall be permitted to remain outside of any building. Waste, rubbish, and garbage storage facilities shall be properly screened, and the inspection and construction thereof shall be subject to the review and approval of the Design Review Committee.

5.10 Parking.

- A. No parking shall be permitted on any street or any place other than on the paved parking spaces provided for and described herein below.
- B. No parking shall be permitted within dedicated easement areas.
- C. All parking areas and drives shall be paved with an impervious surface (asphalt or concrete) with curbs constructed of concrete.
- D. All parking areas located between the building and a public street shall be suitably landscaped with either berms or other landscaping treatments which may include ground cover.
- E. Adequate off-street parking shall be provided by each Owner for employees, tenants, occupants, customers, and visitors. The location, number and size of parking spaces shall be subject to review and approval by the Design Review Committee. The minimum standard for parking shall not be any less than that required by the Richland County Zoning Ordinance, unless the Design Review Committee approves and through the proper governing authorities a variance is granted.

5.11 Utility Connections. Except as otherwise approved by the Design Review Committee, all utility connections, including all electrical and telephone connections and installation of wires to improvements, shall be made underground from the nearest available source. Boring is required to access all utility which may be located within a public road or which may require crossing a public road. No transformer, electric, gas or other meter of any type or other apparatus shall be located on any power pole or hung on the outside of any building or other improvements, but the same shall be placed at or below ground level, and where placed at ground level, shall be adequately screened. All such installations shall be subject to the prior approval of the Design Review Committee. The above notwithstanding, overhead electrical and telephone connections shall be permitted during the construction period of the improvement.

5.12 Easements for the Developer. The Developer shall have an alienable and transferable right and easement on, over, through, under and across the Property for the purpose of constructing infrastructure improvements, and any other type of improvement whatsoever on the Property, specifically including, but not limited to amenities, utilities, roadways, sidewalks, pedestrian paths, and walking trails, as the Developer desires, and for the purpose of doing all things reasonably necessary and proper, in the sole discretion of the Developer, in connection with the development of the

Property as an industrial park as specifically shown on the recorded plat or plats; provided that in no event shall the Developer have the obligation to do any of the foregoing.

- 5.13 Utility Easements. The Developer hereby reserves and is given a perpetual, alienable and releasable easement(s) in the Property for the installation of utilities, including water, electric, telephone, gas, sewer, and drainage as specifically shown on the recorded plat or plats. The Developer shall have the unrestricted and sole right and power of alienating, conveying and releasing the easements reserved under the terms of this paragraph. All such easements, including those designated on the plat, shall remain private easements and the sole and exclusive property of the Developer, its successors and assigns, unless conveyed or alienated to third parties for the purpose of providing utility services. Except as otherwise approved by the Design Review Committee, all utilities within such easements shall be installed underground. By virtue of the above-described easements, it shall be expressly permissible for the Declarant/Developer, utility company or other supplier or service provider, with respect to the portions of the property so encumbered to erect and maintain pipes, manholes, pumps, and other necessary equipment and facilities; cut and remove any trees, bushes, shrubs; grade, excavate or fill; or, take any other similar action reasonably necessary to provide economical and safe installation, maintenance, repair, replacement and use of such utilities and systems. No building, fence or structure shall be erected or pavement placed within any recorded utility easement, nor any trees or shrubs planted in such easement without the prior approval of the Design Review Committee.
- 5.14 Fences. No fence, wall, hedge or mass planting shall be erected, installed or permitted to remain without prior written approval of the Design Review Committee. All fences and walls shall be landscaped according to specifications approved by Design Review Committee.
- 5.15 Exterior Lighting. All exterior lighting of any nature on any Parcel shall be designed, erected, altered and maintained in accordance with plans and specifications approved by the Design Review Committee. Exterior lighting on all Parcels shall be limited to signs and security and safety illumination of driveways, parking lots, walks, building entrances, loading and service areas and exterior lighting of overall building surfaces. In addition, all exterior lighting shall:
- A. Ensure it is designed and installed to maintain adequate lighting levels on site;
 - B. Assure that excessive light spillage and glare are not directed at adjacent lands, neighboring areas, and motorists;
 - C. Curtail light pollution, reduce skyglow, and preserve the nighttime environment for the enjoyment of residents and visitors;
 - D. Conserve energy and resources to the greatest extent possible;
 - E. Provide security for persons and land
 - F. Contain shielding with full cut-off features generally consistent with

the examples shown in **Exhibit B**;

- G. All exterior luminaries, including security lighting, shall be full cut-off fixtures that are directed downward; and
- H. In no case shall lighting be directed above a horizontal plane through the lighting fixture.

5.16 Maintenance of Building and Landscaped Areas.

- A. Each Owner of any Parcel shall keep all improvements thereon in a safe, clean, maintained, neat condition and shall comply in all reports, with all governmental statutes, ordinances, regulations and health, police and fire requirements. Each such Owner shall remove at its own expense, on a regular basis, any rubbish or trash of any type which may accumulate on its Parcel.
- B. Rubbish, trash, garbage or other waste shall be kept only in sanitary containers. All equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition. Rubbish and trash shall not be permitted to accumulate or be disposed of on the Property by burning or burial.
- C. All signs permitted will be maintained in a neat and orderly manner and repainted or repaired promptly as required.
- D. All paved areas, driveways and concrete aprons on a Parcel shall be kept in good repair, and swept clean from dirt and silt. Broken or cracked curbing shall be replaced as required.
- E. All steep banks or slopes shall be maintained with suitable grasses, trees and shrubs to prevent erosion, exposure of dirt and clay, and an unsightly appearance. Where grass is used to control erosion on a steep bank or slope, such grass shall be planted and maintained so as not to exceed a height of twelve (12") inches.
- F. No improvement on any Parcel shall be permitted by the Owner of such Parcel to fall into such disrepair, and each such improvement shall at all times be kept in good condition and repair, properly maintained and adequately painted or otherwise finished.
- G. All planted grasses, trees, shrubs or other plantings shall consistently be maintained in a neat, orderly and healthy condition. All plantings and grass shall be kept free of weeds and debris, and shall be adequately fertilized and maintained. A maintenance program must be established and approved by the Design Review Committee.
- H. If any Parcel or landscaped area is not maintained by the Owner in a neat, safe, clean condition, the Developer or Design Review Committee may give the Owner of such Parcel notice of such failure, setting forth in what respects such Owner has failed to maintain its buildings and improvements and the Owner shall have thirty (30) days from the receipt of such notice to correct the deficiencies. In the event the Owner shall fail to correct the deficiencies within the thirty (30) day time period, the Developer or Design Review Committee shall have the option to proceed with such maintenance. Costs incurred by

the Developer or Design Review Committee relative to such maintenance shall be paid by the Owner. Costs for the maintenance of any Parcel or landscaped area by the Owner shall constitute a lien against the Parcel, which lien shall include all collection costs, including but not limited to attorneys' fees.

- 5.17 Maintenance. There is hereby reserved for the benefit of the Developer, and agents and employees of the Developer, the perpetual right to enter upon any portion of the Property for the purpose of mowing, removing, clearing, cutting or pruning grass, underbrush, weeds, stumps or other unsightly growth and removing trash, so as to maintain reasonable standards of health, safety and appearance within the park, provided that such right shall not impose any duty or obligation upon the Developer to perform such actions.
- 5.18 Police Power Easement. Police, fire, water, health and other authorized county or public officials, employees and vehicles shall have the right of unrestricted ingress and egress to the Property, and any portion thereof, for the performance of their official duties as required by local, state or federal law.
- 5.19 Height Restrictions. No building or appurtenance, including but not limited to water tower, standpipes, penthouses, elevators or elevator equipment, stairways, ventilating fans or similar equipment required to operate and maintain any building, fire or parapet walls, skylights, tanks, cooling or other towers, wireless radio or television masts, or flagpoles shall exceed a height of fifty (50) feet above the finished building grade without the prior approval of the Design Review Committee.
- 5.20 Building Materials and Design.
- A. Exterior Walls—The exterior walls of all buildings shall be of such materials, design and colors as may be approved by the Design Review Committee. Metal siding shall not be permitted unless specifically approved by Design Review Committee and in no case shall it be used for a wall facing the roadway. All concrete masonry unites or concrete panels shall be finished in stone, textured, or coated in a manner to be approved by Design Review Committee.
 - B. Canopies—No canopies with visible wall-hangers will be permitted. Design of canopies shall be in keeping with the design of buildings including color coordination, and must be approved by the Design Review Committee.
 - C. Coverage—Unless otherwise approved by Design Review Committee, the ratio of building square footage to the total square footage of any Parcel within the Property shall not exceed forty (40%) percent.
- 5.21 Setbacks. No building or structure or any part thereof from or projection therefrom, shall be erected nearer than one hundred (100') feet from the centerline of the public road from which primary access is granted to the Parcel, nor nearer than seventy-five (75') feet from any other public road within the Property, nor nearer than fifty (50') feet from any interior side or rear property line.

- 5.22 Construction of Paths Adjacent to Roadways. Together with any roadway to be dedicated to the public that is constructed within the Property, the party constructing such roadway shall construct adjacent thereto a sidewalk, bike path, pedestrian path, or other walking trail, as determined by such constructing party and approved by the Design Review Committee. Such sidewalk, bike path, pedestrian path, or other walking trail shall be dedicated to the public together with the roadway.
- 5.23 Public Access to “Green Space”. With respect to any developed portion of the Park that (i) is dedicated “Green Space” by the Declarant, subject to the approval of the Design Review Committee, and (ii) is either adjacent to a roadway dedicated to the public or connected to a public right-of-way or other “Green Space” by a trail or other walkway installed by the Declarant, steps shall be taken to so designate such “Green Space” as available for public access.

ARTICLE VI DESIGN REVIEW COMMITTEE

- 6.1 Plans and specifications for all buildings, structure and improvements on the Parcels shall be submitted to the Design Review Committee or its duly authorized agent, prior to commencement of any construction, for written approval as to the quality of materials, harmony of external design and size, and location with respect to topography and finished grade elevation. All Park development will comply with such rules and regulations established in this Declaration or further established and amended by the Design Review Committee. The Design Review Committee shall be responsible for approving all plans, specifications, requests to remodel or alter, or otherwise construct improvements on Parcels. No building, landscaping or other improvement shall be altered, placed or erected on any Parcel without approval from the Design Review Committee. Routine maintenance of existing facilities, however, shall not require approval.
- 6.2 Although the Developer is granted by this Declaration certain discretion and rights of approval, disapproval and interpretation, the Owners and Tenants of Parcels at the Park do hereby for themselves, their heirs, personal representatives, successors and assigns, and their successors in the ownership of such Parcels, release and forever discharge the Declarant/Developer’s successors and assigns and the Design Review Committee from any claims they may have against such parties assigns arising out of the exercise by them of such discretion and such rights of approval, disapproval and interpretation and/or to exercise such discretion, rights of approval, disapproval and interpretation.
- 6.3 Approval of a majority of the members of the Design Review Committee shall constitute approval of the Design Review Committee, provided however, with respect to the following approvals, Design Review Committee approval shall not be granted unless the representative of the Town of

Blythewood votes in favor of the proposal:

A. Approval of more than one access point on the portion of Blythewood Road located to the west of the property currently occupied by the Fairfield Electric Cooperative Headquarters.

B. A reduction in the total overall portion of the Park dedicated to “Green Space” to less than the portion reflected on the Conceptual Master Plan Blythewood Industrial Sites prepared by Thomas & Hutton dated February 2019, provided however, “Green Space” may be moved within the Park from areas currently shown on the referenced Conceptual Master Plan as long as the total overall portion dedicated to “Green Space” is not reduced.

C. Approval of a retail tenant occupying 50,000 square feet or more.

D. Approval of rail service within the Park to any occupant employing one of the following uses:

1. Steel or other metal manufacturing
2. Steel or other metal fabrication
3. Tire manufacturing
4. Oil and Petroleum products
5. Food rendering
6. Recycling
7. Paper Manufacturing
8. Rubber Manufacturing
9. Steel Foundry
10. Wastewater Treatment

Notwithstanding the foregoing, if at any time all of the Property subject to this Declaration is annexed into the Town of Blythewood, the requirement of approval by the Town of Blythewood representative shall no longer be effective. Prior to such time as all of the Property subject to this Declaration is annexed into the Town of Blythewood, this Declaration may not be amended to modify the provisions of this Section 6.3, unless the Town of Blythewood is a party to such recorded amendment for the purpose of consenting thereto.

ARTICLE VII AMENDMENTS

- 7.1 By the Declarant. The Declarant may amend this Declaration with the consent of all the Owners or without the consent of any Owner (i) if such amendment is necessary to bring any provision hereof or thereof into compliance or conformity with the provisions of any applicable governmental

statute, rule or regulation or any judicial determination which shall be in conflict therewith; or (ii) if any such amendment is to include, by Declaration of Inclusion, Additional Property or any portion thereof, from time to time, to the terms and provisions of this Declaration.

- 7.2 Recording. No amendments to this Declaration shall be effective unless and until recorded in the Office of the Register of Deeds for Richland County, South Carolina.

ARTICLE VIII OWNERS' ASSOCIATION

- 8.1 Association Powers and Duties. Once established by the Developer, the Association shall provide for the effective and efficient administration of this Declaration, maintenance and upkeep of the Common Areas, and shall assist in maintaining the safety, cleanliness, appearance and value of the Property. Association shall manage and maintain the Common Areas owned by the Developer and, to the extent delegated to do so by Developer, administer and enforce all provisions of this Declaration, and is empowered to levy and collect assessments as needed to perform Association functions. It shall have all necessary powers to undertake and perform all acts necessary and incident to its duties in accordance with this Declaration and the duties set forth, consistent herewith, in the articles of incorporation and bylaws of the Association. All Owners shall be members of the Association. Notwithstanding anything in this Declaration to the contrary, Developer and Association reserve the right to dedicate all or a portion of the Common Areas to an appropriate governmental entity.
- 8.2 Association Membership and Voting Rights. Every Owner shall be a member of the Association. Any Owner may grant a proxy to another party pursuant to which such party may exercise the Owner's voting rights. Membership shall be appurtenant to and shall pass with the title to each Parcel and it may not be separated from the ownership thereof. The number of votes to which each member of the Association is entitled shall be determined as follows:
- A. The Owner (member) shall be entitled to one vote for each whole acre of its Parcel plus one additional vote for any remaining portion of a Parcel greater than one-half acre provided that in no event shall an Owner be entitled to less than one vote.
 - B. When more than one party or entity holds an interest in a Parcel, the one vote for each acre owned, as determined above, shall be exercised as its Owners, collectively determined. The foregoing shall also apply in the event a building or buildings are developed or owned under the condominium form of ownership.
 - C. The articles of incorporation and the bylaws of the Association may make further provisions and interpretations consistent herewith, concerning membership and voting.

- 8.3 Creation of Lien and Obligation. Developer and its successors and assigns for each Parcel owned within the Property, hereby covenants, and each purchaser of a Parcel by acceptance of a deed or other instrument of conveyance is deemed to covenant and agree, to promptly pay to the Association all regular assessments and any special assessments when due. Assessments shall be set and collected from time to time as hereinafter provided and shall be paid in advance on a schedule to be set by the Association Board of Directors. Each assessment, together with any interest, costs of collection and reasonable attorneys' fees shall also be the personal obligation of each party or entity that was the Owner of the assessed Parcel at the time the assessment first became due and payable. The obligation of delinquent assessments shall not pass to an Owner's successor's title unless expressly assumed by the successor; however, the lien thereof against the Parcel shall continue even though ownership has changed. Liens may also be imposed in favor of Developer or the Association for reasonable expenditures required to cure defaults or violations under this Declaration, including but not limited to failure to properly maintain a Parcel as herein required. Developer or the Association, after ten (10) days prior notice (subject to extension for a reasonable period of time if corrective action is begun by an Owner but cannot reasonably be completed within ten (10) days) shall be entitled to take corrective action and the defaulting Owner shall promptly reimburse Developer or Association for the reasonable expenses thereof. In default of reimbursement within twenty (20) days of delivery of notice of amounts due, a Claim of Lien may be filed for such amounts in which event the lien shall cover court costs, expenses and reasonable attorneys' fees involved in enforcement of the lien.
- 8.4 Purpose of Assessments. The assessments shall be levied by the Board of Directors of the Association solely for the purpose of maintenance, improvement, repair and operation of the Association properties, including landscaped entrances, road rights-of-way and drainage systems, a street lighting system and other Common Areas. Assessments by the Association shall be used to support services which the Association is authorized or required to provide, including but not limited to, the payment of taxes and governmental assessments on Common Areas; the purchase of insurance; providing security for the Property; the operation and maintenance of a drainage system and street lights; the construction of Common Area improvements; the enforcement of the provisions of this Declaration; the ownership, operation and maintenance of the road system; the cutting of grass on Association properties; and the payment of the costs to obtain labor, professional services, equipment, materials, management, and supervision necessary to carry out the functions of the Association. Notwithstanding any provision of this Declaration to the contrary, the Association's funds shall not exceed its expected expenses and reasonable reserves to such an extent as to cause the Association to lose its nonprofit status.
- 8.5 Levy of Assessments. The Board of Directors shall annually adopt a budget for funding the Association's activities in furtherance of the purposes set

forth herein. Assessments shall be levied annually, and special assessments for particular purposes and furtherance of the objectives of this Declaration, including emergency repairs and restoration, are also authorized. Assessments shall be levied for the purpose of financing the annual budget of the Association. Annual and special assessments shall be assessed against all Parcels within the Property, on an acreage basis, and shall include lands owned by Developer, except for Common Areas.

The Owner of each Parcel shall pay that Parcel's share of each aggregate annual, and, if imposed, special assessment. This share shall be determined by multiplying the total amount of the assessment by a fraction, the numerator of which is the number of acres and fractional acres in that Parcel, and the denominator of which shall be the total acreage of all Parcels as shown on the site plan for the Property, as amended or modified from time to time. Annual assessments may be on the basis of a calendar year or any other twelve (12) month period as determined by the Board of Directors of the Association. Assessments shall be collected on a quarterly or on an annual basis, as the Board of Directors of the Association may decide.

- 8.6 Effect of Nonpayment of Assessments; Remedies of the Association. Any assessment or installment thereto not paid within thirty (30) days after the due date shall bear interest from the due date at a rate to be fixed from time to time by the Association Board of Directors, but in any event not less than ten percent (10%) per annum or more than eighteen percent (18%) per annum. The Association by action of its Board of Directors is hereby empowered to file a Claim of Lien for delinquent assessments against the affected Parcel and may bring an action at law or in equity against the Owner of the Parcel and/or may foreclose the assessment lien against the Parcel under legal or equitable proceedings in the courts of South Carolina. Recovery shall include expenses, court costs and reasonable attorneys' fees. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of Common Areas.
- 8.7 Subordination of Assessment Lien to Mortgages. The liens of the regular and special assessments and all other lien rights provided for herein are declared hereby to be subordinate to the lien of any first mortgage and, where approved by the Developer, any second mortgage, held by an institutional lender on any Parcel. The sale or transfer of any property pursuant to mortgage foreclosure (or deed in lieu thereof) shall extinguish the lien of any assessment or claim which became due prior to the effective date of the sale or transfer, but shall not terminate personal liability of persons or entities liable thereof. The sale or transfer of any lands not pursuant to mortgage foreclosure or proceedings in lieu thereof shall not affect the assessment lien.

ARTICLE IX GENERAL PROVISIONS

- 9.1 Enforcement. The Declarant/Developer or any Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure of the Declarant/Developer or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.
- 9.2 Severability. Invalidation of any one of the provisions of this Declaration by judgment or court shall in no way affect any other provisions hereof, which shall remain in full force and effect.
- 9.3 Term. The covenants, conditions and restrictions of this Declaration shall run with the land and bind the property for a term of thirty (30) years from the date this Declaration is recorded, and for an additional twenty (20) year period thereafter, unless and until during that twenty (20) year period a majority of the Owners within the Property shall file a statement of termination of this Declaration. Any such termination shall have no effect upon easements granted or reserved herein or pursuant to this Declaration.
- 9.4 Captions. The captions herein are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of this Declaration or the intent of any provision thereof.
- 9.5 Gender and Number. All pronouns used herein shall be deemed to include the masculine, the feminine, the neuter, the singular and plural, wherever the context requires or permits.
- 9.6 South Carolina Law. This Declaration shall be construed in accordance with the laws of the State of South Carolina.

Signature Page to Follow.

IN WITNESS WHEREOF, the Declarant has caused this Declaration to be signed, being the sole owner of the property described in Exhibit A attached hereto as of the time of recording of this Declaration.

Signed, Sealed and Delivered
in the Presence of:

RICHLAND COUNTY, SOUTH CAROLINA

Witness No. 1

By: _____

Name: _____

Title: _____

Witness No. 2

STATE OF SOUTH CAROLINA

ACKNOWLEDGMENT

COUNTY OF RICHLAND

I, _____, Notary Public, certify that _____, **as**
_____ **of Richland County, South Carolina**, personally came before me this day and
voluntarily executed the foregoing as his/her act and deed.

Witness my hand and official seal,
this the ____ day of _____, 2021.

Notary Public for South Carolina

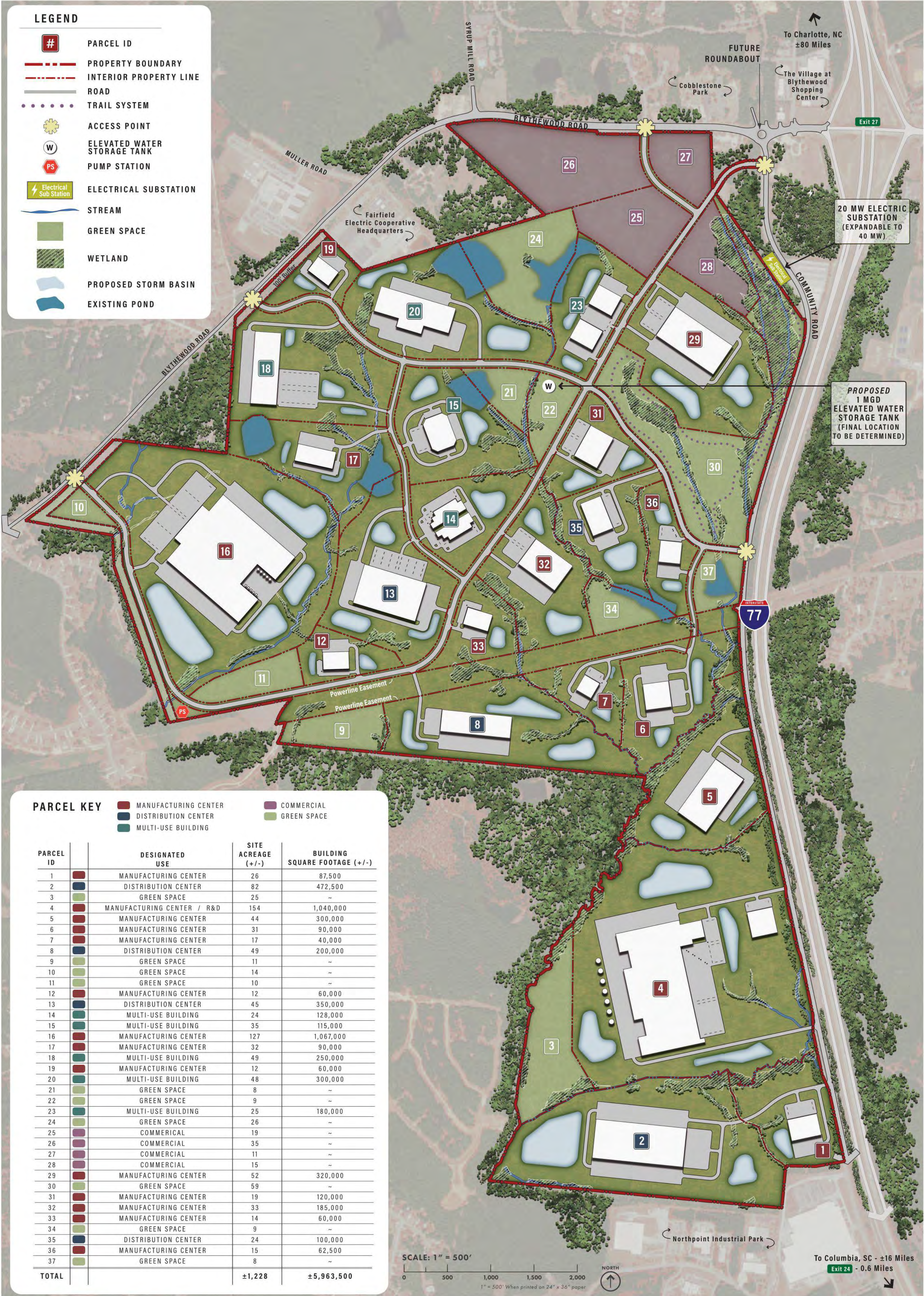
My Commission Expires _____

EXHIBIT A
PROPERTY

[Insert Legal Description]

LEGEND

- # PARCEL ID
- PROPERTY BOUNDARY
- INTERIOR PROPERTY LINE
- ROAD
- TRAIL SYSTEM
- ✱ ACCESS POINT
- ELEVATED WATER STORAGE TANK
- PUMP STATION
- ELECTRICAL SUBSTATION
- STREAM
- GREEN SPACE
- WETLAND
- PROPOSED STORM BASIN
- EXISTING POND

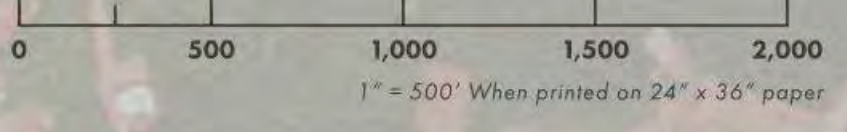


PARCEL KEY

- MANUFACTURING CENTER
- COMMERCIAL
- DISTRIBUTION CENTER
- GREEN SPACE
- MULTI-USE BUILDING

PARCEL ID	DESIGNATED USE	SITE ACREAGE (+/-)	BUILDING SQUARE FOOTAGE (+/-)
1	MANUFACTURING CENTER	26	87,500
2	DISTRIBUTION CENTER	82	472,500
3	GREEN SPACE	25	~
4	MANUFACTURING CENTER / R&D	154	1,040,000
5	MANUFACTURING CENTER	44	300,000
6	MANUFACTURING CENTER	31	90,000
7	MANUFACTURING CENTER	17	40,000
8	DISTRIBUTION CENTER	49	200,000
9	GREEN SPACE	11	~
10	GREEN SPACE	14	~
11	GREEN SPACE	10	~
12	MANUFACTURING CENTER	12	60,000
13	DISTRIBUTION CENTER	45	350,000
14	MULTI-USE BUILDING	24	128,000
15	MULTI-USE BUILDING	35	115,000
16	MANUFACTURING CENTER	127	1,067,000
17	MANUFACTURING CENTER	32	90,000
18	MULTI-USE BUILDING	49	250,000
19	MANUFACTURING CENTER	12	60,000
20	MULTI-USE BUILDING	48	300,000
21	GREEN SPACE	8	~
22	GREEN SPACE	9	~
23	MULTI-USE BUILDING	25	180,000
24	GREEN SPACE	26	~
25	COMMERCIAL	19	~
26	COMMERCIAL	35	~
27	COMMERCIAL	11	~
28	COMMERCIAL	15	~
29	MANUFACTURING CENTER	52	320,000
30	GREEN SPACE	59	~
31	MANUFACTURING CENTER	19	120,000
32	MANUFACTURING CENTER	33	185,000
33	MANUFACTURING CENTER	14	60,000
34	GREEN SPACE	9	~
35	DISTRIBUTION CENTER	24	100,000
36	MANUFACTURING CENTER	15	62,500
37	GREEN SPACE	8	~
TOTAL		±1,228	±5,963,500

SCALE: 1" = 500'



PROPOSED
CONCEPTUAL MASTER PLAN
BLYTHEWOOD INDUSTRIAL SITES
BLYTHEWOOD | RICHLAND COUNTY | SOUTH CAROLINA
FEBRUARY 2019



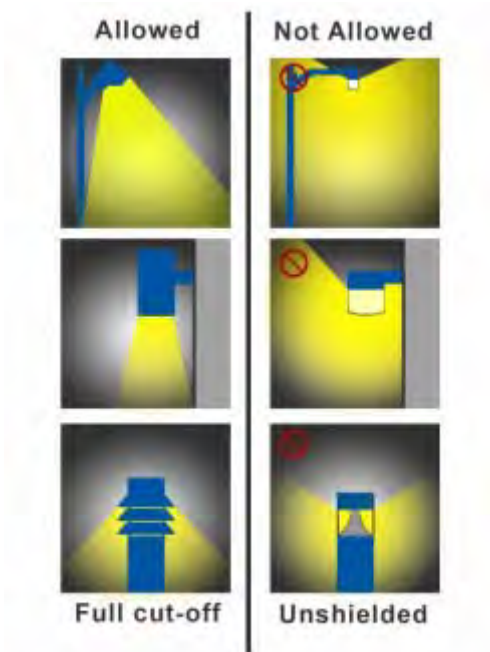
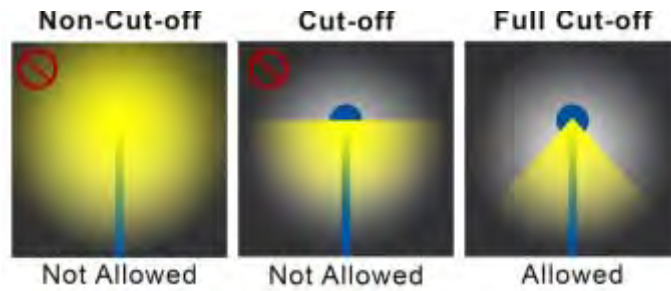
1501 MAIN STREET • SUITE 760
COLUMBIA, SC 29201 • 803.451.6789
WWW.THOMASANDHUTTON.COM

This map illustrates a general plan of the development which is for discussion purposes only, does not limit or bind the owner/developer, and is subject to change and revision without prior written notice to the holder. Dimensions, boundaries and position locations are for illustrative purposes only and are subject to an accurate survey and property description.

COPYRIGHT © 2017 THOMAS & HUTTON

Z:\27015\27015-0000\Engineering\Drawings\27015-0000 - Blythewood Concept Master Plan.rvt

EXHIBIT B
LIGHTING EXAMPLES





Agenda Briefing

Prepared by:	Clayton Voignier	Title:	Director
Department:	Community Planning & Development	Division:	
Date Prepared:	March 02, 2021	Meeting Date:	March 16, 2021
Legal Review	Elizabeth McLean via email	Date:	March 09, 2021
Budget Review	James Hayes via email	Date:	March 09, 2021
Finance Review	Stacey Hamm via email	Date:	March 09, 2021
Approved for consideration:	Past Assistant County Administrator	Ashley M. Powell, Assoc. AIA, AICP	
Committee	Blue Ribbon		
Subject:	CDBG-DR Planning and Implementation Services Task Order #7 Change Order #12		

STAFF’S RECOMMENDED ACTION:

Staff recommends approval of CDBG-DR Planning and Implementation Services Change Order #12 for Task Order #7 to extend the period of performance for Tetra Tech from March 12, 2021 to September 30, 2021 at an additional maximum amount of \$945,621 and facilitate the completion of between 7-18 additional homes through reallocation of funding from the Business Assistance Program (BAP) and any remaining funds in the program.

Request for Council Reconsideration: Yes

FIDUCIARY:

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

ADDITIONAL FISCAL/BUDGETARY MATTERS TO CONSIDER:

Funds are available in CDBG-DR Housing-Professional Services (1250188000 / 4600550 / 526500).

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

None.

REGULATORY COMPLIANCE:

Non-applicable.

MOTION OF ORIGIN:

There is no associated Council motion of origin.

Council Member	
Meeting	
Date	

STRATEGIC & GENERATIVE DISCUSSION:

The progress of the County's Disaster Recovery efforts, specifically the Single Family Homeowner Rehabilitation Program (SFHRP), including the implementation of corrective actions previously proposed, the program's current progress, and the recommended path forward are included in the attached Issues Briefing – Disaster Recovery, which provides the strategic and generative discussion relevant to this item.

ADDITIONAL COMMENTS FOR CONSIDERATION:

None.

ATTACHMENTS:

1. Issues Briefing – Disaster Recovery
2. Tetra Tech CDBG-DR Planning and Implementation Services Task Order #7 Change Order #12



ISSUES BRIEFING – DISASTER RECOVERY

What follows below serves to present information as relates to the progress of the County’s Disaster Recovery efforts, and specifically the Single Family Homeowner Rehabilitation Program (SFHRP), including the implementation of corrective actions previously proposed, the program’s current progress, and the recommended path forward.

BACKGROUND

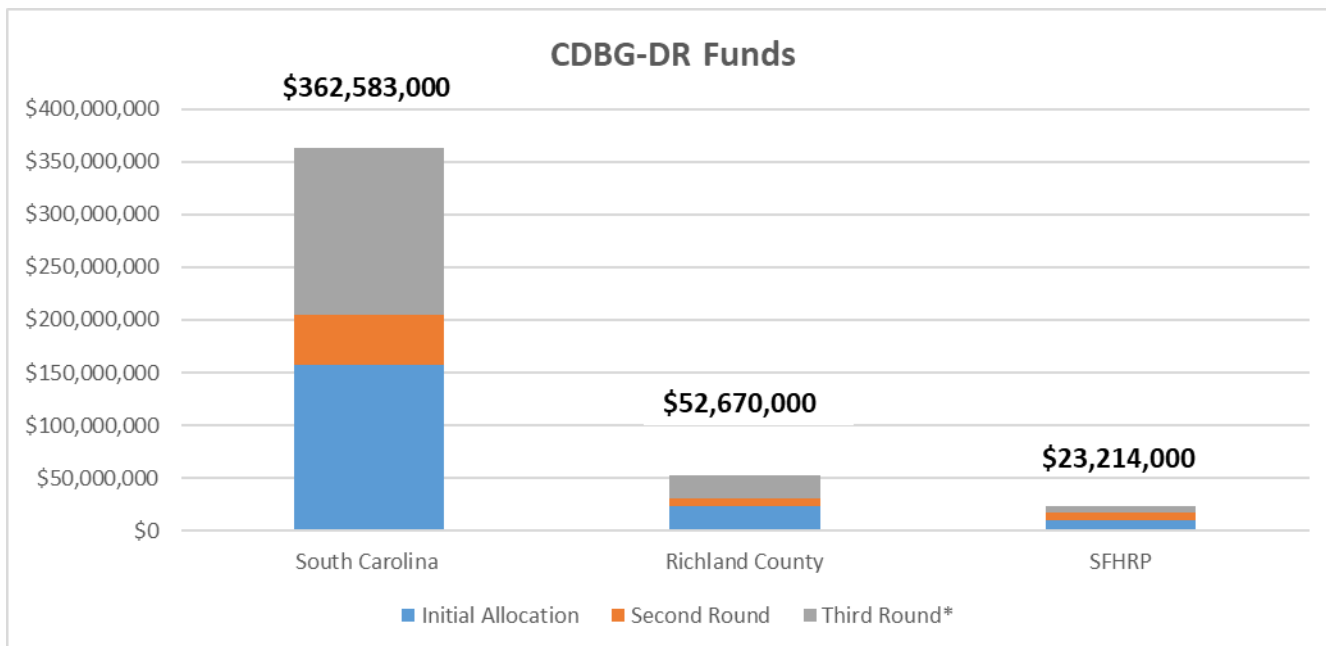
South Carolina experienced unprecedented flooding as a result of Hurricane Joaquin in October of 2015, which caused considerable damage throughout Richland County including the destruction of homes, businesses, infrastructure, public facilities and the impairment of the local and regional economies. The U.S. Department of Housing and Urban Design (HUD) provided \$157 million in Community Development Block Grant Disaster Recovery (CDBG-DR) funds to communities in South Carolina, including \$23.5 million to Richland County to address continuing, long-term recovery efforts related to unmet housing, economic development and infrastructure needs.

Following the initial allocation of funds, the County was awarded an additional \$7.25 million from a subsequent round of funding through the County’s HUD-approved Action Plan. In addition to the aforementioned funding, the County has been awarded \$21.8 million from yet another round of funding for mitigation activities, for which a separate action plan was approved by County Council on July 21, 2020 and by HUD on October 22, 2020. The County executed the grant agreement with HUD for these funds on December 17, 2020.

The County procured an independent consultant, Tetra Tech, to act as the Prime Contractor on the recovery efforts related to rehabilitation and reconstruction of mobile and single-family homes, referred to as the Single Family Homeowner Rehabilitation Program (SFHRP) for the \$17 million the County allocated hereto. The County selected additional contractors to complete the repairs and rebuild of homes utilizing Procurement’s sourcing methods as established by County Ordinances, Article X – Purchasing, for the purpose of implementing the program.

The Blue Ribbon Committee (BRC) was established to inform and advise County Council on the implementation and progress of the SFHRP and other recovery efforts. In addition, internal County positions were created and filled in support of the funding as required within the HUD Federal Register, including a Housing Program Manager within the Community Development Division of the Community Planning and Development Department. The CDBG-DR Housing Program Manager, under the oversight of the Community Development Division Manager, was previously responsible for the day-to-day operations and administration of the SFRHP. In the last year, both the Community Development Division Manager and the CDBG-DR Housing Program Manager have resigned and those positions remain vacant.

Grantee/Program	Initial Allocation	Second Round	Third Round
South Carolina	\$156,664,000	\$48,329,000	\$157,590,000
Richland County	\$23,516,000	\$7,254,000	\$21,864,000
SFHRP	\$10,161,000	\$6,894,300	\$6,158,700



In May 2019, staff provided information to County Council on known programmatic issues related to the over expenditure of funds, inadequate management, lack of transparency in decision making, improperly vetted and documented internal policies and procedures and inconsistency in program administration. These problems also resulted in the County being placed on HUD’s Slow Spender List and significant delays of between 12-18 months to procure repair and rebuild contractors, two of which were removed from the program due to unsatisfactory work. At that time, staff recognized that operating a housing program of this magnitude in accordance with HUD and EPA requirements would require a team of staff with unique skillsets and experience ensuring that though the program would be successful, it would also be costly to operate. Staff researched the South Carolina Disaster Recovery Office (SCDRO) and found that they used an Implementing Contractor (IC) model to successfully complete rehabilitation work on 1,915 homes within an 18-month timeframe while passing all HUD audits with no findings. As such, staff recommended several corrective actions to address the known issues and use SCDRO’s model to operate the program. Recommendations included:

- Expanding the scope of work for Tetra Tech to serve as the IC responsible for direct management of the SFHRP
- Establishing an internal Oversight Committee and a Special Case Panel to ensure objective and independent oversight of Tetra Tech and the SFHRP
- Amending the CDBG-DR Action Plan to reflect changes to program policies and implementation and revise grant size limits
- Conducting an independent audit of the SFHRP through an outside firm.

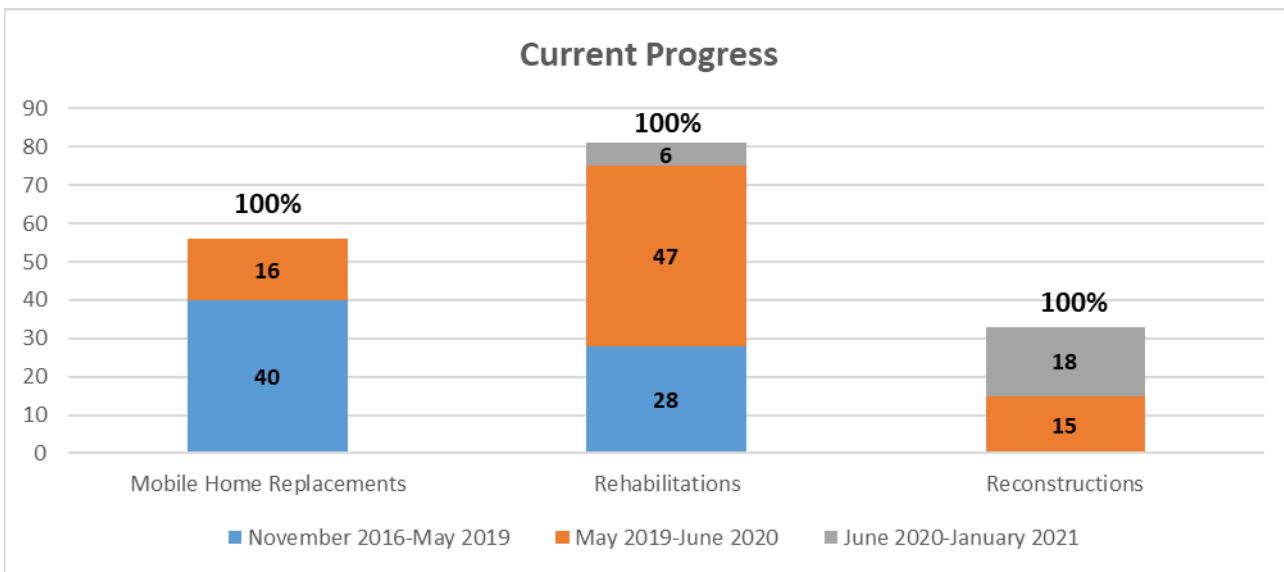
All of the corrective actions have been implemented with the exception of the independent audit due to an inability to identify a qualified, responsive, and responsible bidder. The second publication of the RFP for this work closed on June 17, 2020 and staff anticipate identifying a qualified, responsive, and responsible bidder in this round.

CURRENT PROGRESS

The Single Family Homeowner Rehabilitation Program received hundreds of applications through intake periods during the initial and secondary rounds of funding. Grant size limits were previously set at \$70,000 for rehabilitation or reconstruction of stick-built homes and \$65,000 for mobile home replacements with an additional \$10,000 for accessibility

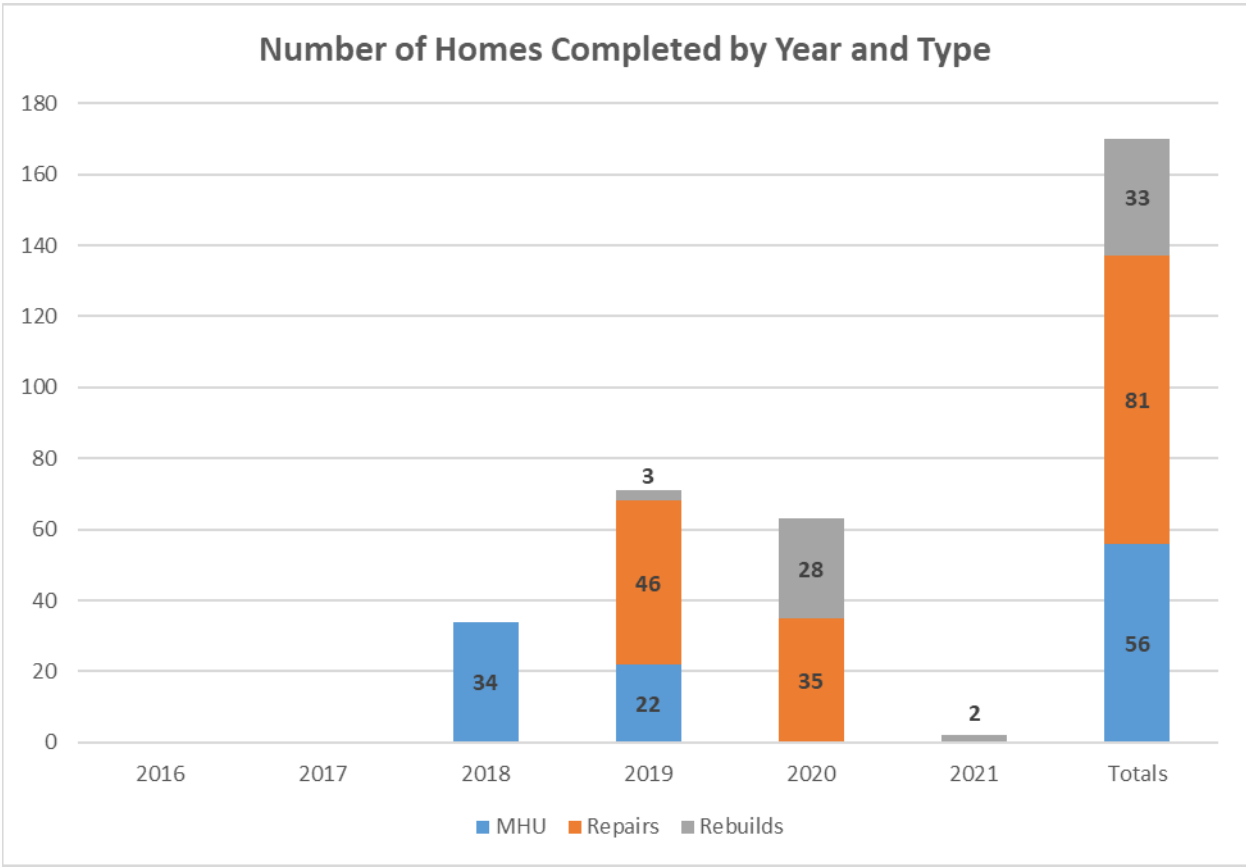
improvements and \$5,000 for temporary relocation assistance. In the amended CDBG-DR Action Plan, grant size limits were increased to \$90,000 for rehabs, \$90,000 for single-wide mobile home replacement, \$120,000 for double-wide mobile home replacement, and \$170,000 for rebuilds. Based on the reviews of applications and the funding available, the program targeted 112 single-family homes for rehabilitation, 35 single-family homes for reconstruction and 53 mobile homes for replacement. As of May 2019, the program had completed 28 rehabilitations (25% of target), 0 reconstructions (0% of target) and 40 mobile home replacements (75% of target) for a total of 68 completed out of 200 (34% of target). All targets were originally scheduled for completion by December 31, 2019.

Since May 2019, targets were updated to reflect eligible applicants identified through the intake process and consisted of 81 rehabs, 33 rebuilds, and 56 mobile home replacements. To date, the program has completed the remaining rehabs and rebuilds. In addition, over the last month, the program has slowly re-opened to include three (3) additional rehabs for homeowners on the waiting list in anticipation of using the additional \$1,050,000 funds re-allocated from the Business Assistance Program (BAP).



Number of Homes Completed in the SFHRP by Year and Type			
Year	Mobile Home Replacements	Rehabilitations	Reconstructions
2016	0	0	0
2017	0	0	0
2018	34	0	0
2019	22	46	3
2020	0	35	28
2021	0	0	2
Total	56	81	33





Number of Homes Completed in the SFHRP by Year and Council District*											
Year	1	2	3	4	5	6	7	8	9	10	11
2016	0	0	0	0	0	0	0	0	0	0	0
2017	0	0	0	0	0	0	0	0	0	0	0
2018	0	4	2	0	0	0	3	0	1	20	4
2019	0	2	6	2	1	0	12	0	2	35	11
2020	3	4	6	6	0	0	8	2	1	27	6
2021	0	0	0	1	0	0	0	0	0	1	0
Total	3	10	14	9	1	0	23	2	4	83	21

* Note: Per HUD requirements, properties located inside the city limits of the City of Columbia are ineligible for the Richland County Program. The City of Columbia has its own HUD funding and programs. Also, only homeowners in the low to moderate income (LMI) level are eligible for assistance.

The success of the program over the last year is due to the following measures implemented by Tetra Tech upon accepting the IC role:

- Establishing fixed price bidding to procure new, quality contractors
- Using timeliness, quality, and customer satisfaction standards to manage and gradually increase the assignment of projects to contractors that meet those standards
- Implementing a three-step final inspection process to ensure projects are completed on-time and according to building codes and safe, sanitary, and secure building standards



- Managing the tri-party contracting process and change orders to ensure appropriate approvals are received prior to commencement of work and that grant limits are not exceeded
- Updating all applicable program policy and procedures to ensure appropriate documentation, review, and approvals occur while maintaining compliance with HUD and EPA requirements

Tetra Tech accomplished the above while submitting a no-cost change order (Change Order #6) initially for the IC role as they were able to roll the savings from the previous change order (Change Order #5) to cover most of the additional costs of the increased scope of work and a 3-month extension to their period of performance through March 31, 2020. Change Order #5 was executed to pay for the Project Manager’s travel expenses for a period of 18 months from July 1, 2018 through December 31, 2019. Some of these travel expenses were previously charged to the County’s General Fund. Thus, this change order was necessary to roll the travel costs under the CDBG-DR Grant. The below table shows the budget breakdown for the travel expenses. Hotel costs are based on the GSA rate plus 12% lodging tax and per diem. Avis rental car rate was \$1,114.19 per month, and fuel was estimated at \$45 per week.

Travel Activity	Budgeted Expenses
Hotel	\$72,929.58
Rental car	\$20,055.12
Fuel	\$3,510.00
Total	\$96,495.00

A subsequent change order (Change Order #7) was necessary to cover the additional time to rebuild ten (10) homes and extended the period of performance until July 17, 2020. These homes were originally on the repair program list, but moved to the rebuild list due to the fact that the cost of repairs would be greater or equal to the cost to rebuild. The project timeline for rehabs is 90 days while the timeline for rebuilds is 165 days. The costs were higher than anticipated, but Tetra Tech mitigated those costs by reducing staff and significantly reducing travel costs beginning in October 2019.

CONSTRUCTION DELAYS

Construction delays occurred due to weather conditions and impacts from COVID-19. First, the County experienced record rainfall amounts from December 2019-May 2020. The rainfall caused saturated ground conditions and prevented Mungo Construction, the County’s rebuild contractor, from pouring home foundations. Second, the public health pandemic that brought its first impacts to the County in March 2019 caused delays for both repairs and rebuilds. Homeowners were reluctant to allow contractors into their homes or unable to secure movers for their belongings. The County’s best repair contractor, SBP, shuttered its operations completely for a period of time, and other contractors limited their workforce to continue work on the County’s projects. In total, 17 rebuild projects and five (5) rebuild projects were delayed.

In spite of delays with these projects, Tetra Tech continued work on ten (10) rebuilds and ten (10) repairs. In addition, Tetra Tech continued to perform work related to prior completed homes, such as fielding questions and scope requests for warranty work from homeowners, and delayed projects, such as managing homeowners’ expectations and hotel reservations for extended relocation periods. Tetra Tech continued performance of other work as follows:

- Conducting Tier I and Tier II environmental reviews
- Conducting initial lead-based paint testing and clearance tests prior to and after the contractor abates the lead-based paint

- Tetra Tech may need to retest any properties that fail clearance tests for lead-based paint. The County’s contractors are required to mitigate the lead in those homes that tested positive. Tetra Tech uses an offsite team of staff to collect the samples after the rehab work is completed, and sends the samples to the lab for testing, which generates an EPA required report. If any tests come back positive for lead, the contractor must go back into those homes and mitigate for lead once again. Additional costs to the County would be realized in these instances because additional clearance tests would need to be conducted by Tetra Tech. Thus, neither County staff nor Tetra Tech staff can know the extent of any additional testing and costs required until initial clearance tests are completed. As such, the County has agreed to Tetra Tech’s terms regarding their right to request an adjustment to the budget for costs associated with any additional clearance tests.
- Providing case management services to include keeping homeowners apprised of the status of their home and handling complaints and calls requesting information
- Determining eligibility for Federal Uniform Relocation Assistance (URA) for the homeowner and the members living in the home prior to repair work being conducted
- Overseeing temporary relocation of those household members that must relocate during repair work to include obtaining hotel rooms and storage of the household’s personal items that cannot remain in the home
- Overseeing and inspecting contractors in the performance of their duties in accordance with HUD requirements and the scope of work, which requires weekly inspections of homes undergoing rehab and inspections during key contractual milestones
- Evaluating and processing all change orders to the scope of work in accordance with approved policies and procedures
- Overseeing each contractor to ensure completion of homeowners’ final punch lists
- Preparing HUD and County required legal and program documents such as tri-party agreements, closing documents, lien agreements, warranties, and closeout files for each homeowner and property that has passed County and program inspections and maintain these records for an eventual HUD audit and HUD interim inspections
- Initiating all billing for contractors and hotels

Tetra Tech has continued this work with a reduction in force of two staff and the hours worked of existing office and inspections staff thereby reducing County costs for this work during the construction delays. In addition, staffing adjustments were made to significantly reduce travel costs. The billing for Tetra Tech’s services in June 2019 was \$167,994.42 with a full staff and travel costs representing 3% of the billing. The billing for Tetra Tech’s services for June 2020 is \$67,217.81 with reduced staffing while travel costs represent 1% of the billing, which signifies a 60% reduction in total costs to the County. The most recent billing for Tetra Tech’s services for February 2021 remains consistent at \$72,630.20 with travel costs representing 0.5% of travel costs.

REALLOCATION OF FUNDS

County staff recommended, the BRC unanimously approved, and County Council approved on June 16, 2020, the reallocation of funds in the amount of \$1,050,000 from the Business Assistance Program (BAP) to the SFHRP. The County has received no activity in the BAP while staff have identified significant needs in the SFHRP. At its February 20, 2020 meeting, BRC members requested and staff provided 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 SFHRP. This

funding re-allocation is anticipated to allow the completion of an additional 7-18 homes. Tetra Tech's services as the IC will be needed to facilitate the completion of these homes and the SFHRP.

County staff recommended, the BRC unanimously approved, and County Council approved on July 21, 2020, extending the period of performance for Tetra Tech from July 17, 2020 to October 2, 2020 at an additional cost of \$213,776 (Change Order #8). This action allowed Tetra Tech to address the barriers related to construction delays. However, Tetra Tech was again able to roll additional savings from reduced staffing, travel, and planning costs and submitted a no-cost change order to extend the period of performance to December 31, 2020 (Change Order #9). In staff's previous issues briefing to Council, staff identified that another change order would be needed to facilitate the completion of additional homes through reallocation of funding from the BAP.

Two subsequent change orders totaling \$191,672 were administratively approved to extend the period of performance from January 1, 2021 to March 12, 2021 in order to sustain the program until the BRC could be convened and Council meetings were held in the new calendar year.



RECOMMENDED PATH FORWARD

TETRA TECH PERIOD OF PERFORMANCE

County staff recommends extending the period of performance for Tetra Tech from March 12, 2021 to September 30, 2021 at an additional maximum amount of \$945,621. This action will facilitate the completion of additional homes through reallocation of funding from the BAP and any remaining funds in the program. At the request of the County Council Chair, staff attempted to convene the BRC to consider and recommend this action for consideration and approval to County Council. However, the BRC was not convened due to the absence of a quorum based on anticipated attendance.

If the period of performance for Tetra Tech is not extended, the County does not have the staff to administer the program and has previously demonstrated, through past performance prior to engaging Tetra Tech as the IC, that it would not be able to effectively administer the program. Due to the fact that there are three (3) remaining homes, which are scheduled for repairs are currently unsafe for homeowners to return, the County would be responsible for additional temporary relocation and storage expenses while it seeks to hire additional staff to finish the remaining homes in accordance with HUD and EPA requirements. It is highly unlikely that the County would find staff with the level of experience Tetra Tech has. The County would not be able to complete all of the additional 7-18 homes through reallocation of funding from the BAP due to funding and staffing constraints as additional staff would be needed for application intake and eligibility review.



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

**CHANGE ORDER
AUTHORIZATION No. 12
Effective date: Mar 13, 2021**

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 A11**.

Add: The County and Tetra Tech agree that Tetra Tech will provide services described in the scope of work attached hereto as **Exhibit A12**.

PROJECT SCHEDULE/TIMELINE:

The new Period of Performance will end on September 30, 2021. The project work schedule will be reviewed during the last 30 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 increase to the budget for this change order is \$945,621.00. The project not-to-exceed amount will increase from \$5,021,772.00 to \$5,967,393.00.

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: _____

Signature: _____

Name: Jonathan Burgiel

Name: _____

Title: Business Unit President

Title: _____

Date: XXXX X, XXXX

Date: _____

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

February 12, 2021

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. 12

Page 2 of 10

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.

In September, 2020, the decreased activity as a result of COVID-19 resulted in significant project savings. Also, the County shifted an additional \$1,050,000 of funds into the SFHRP resulting in a need to extend Tetra Tech's period of performance until December 31, 2020. This no-cost change order reflects those changes.

In December, 2020, Richland County requested an extension of the period of performance to February 5, 2021 for Tetra Tech to manage the \$1,050,000 in additional funds into the SFHRP.

In January, 2021, Richland County requested an extension of the period of performance to March 12, 2021 for Tetra Tech to continue managing the \$1,050,000 in additional funds for the SFHRP.

In February, 2021, Richland County requested an extension of the period of performance to September 30, 2021 for Tetra Tech to finish managing the \$1,050,000 and close out the SFHRP program.

SCOPE OF WORK

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

- 1 CDBG-DR Project Manager
- 1 Case Worker Outreach/Intake and Application Review Specialist
- Lead-Based Paint Inspectors
- 2 Inspector/Cost Estimators
- 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 #12 scope of work is based on a 63-month timeframe beginning June 27, 2016 and extending to September 30, 2021 (the "Period of Performance"). The project work schedule will be reviewed during the last 30 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 #12 budget of \$5,967,393.00 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 63-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: Cost Breakdown by Staff Position
For Period of Performance of
March 13, 2021 through September 30, 2021
(Includes labor, materials, and travel expenses)**

Position	Estimated # of Staff	Estimated Hours	Estimated Cost
CDBG-DR Program Manager	1	2088	\$281,880
CDBG-DR Compliance Manager/ Case Workers Outreach/Intake	1	2088	\$177,480
Inspectors/Cost Estimators	2	4176	\$480,240
Principal in Charge		0	\$0
Electronic Records/IT Specialist		0	\$0
Other Support ²		45	\$3,240
Other Project Related Expenses Support ³			\$2,781
Estimated Total:		8,397	\$945,621.00

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 \$18 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 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

² Includes lead inspectors, environmental reviews, lab work, tech support, back office support, and SMEs.

³ Includes travel and other direct costs.

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 or if the County's contractors fail to pass the clearance test.
- **Inspection Cost Estimate:** Currently, we are estimating 6 rehabs remaining to be completed in the period of performance. If additional properties above the 6 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 Inspector/Cost Estimator
Position Description

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

Description of role and responsibilities – More specifically, the position will provide construction management, technical guidance, and management assistance to the CDBG-DR Construction 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:

- 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 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.



Memorandum

To: Richland County Council;
Leonardo Brown, County Administrator

From: Ashley M. Powell, Assoc. AIA, AICP

CC: Lori Thomas, Assistant County Administrator;
John Thompson, Assistant County Administrator;
Ashiya Myers, Assistant to the County Administrator;
Clayton Voignier, Community Planning & Development Director;
Michael Byrd, Director of Emergency Services;
Mike King, Assistant Director of ESD/ Local Disaster Recovery Manager;
Beverly Harris, Public Information Office Director;
Chris Keefer, Government and Community Services Director

Date: March 8, 2021

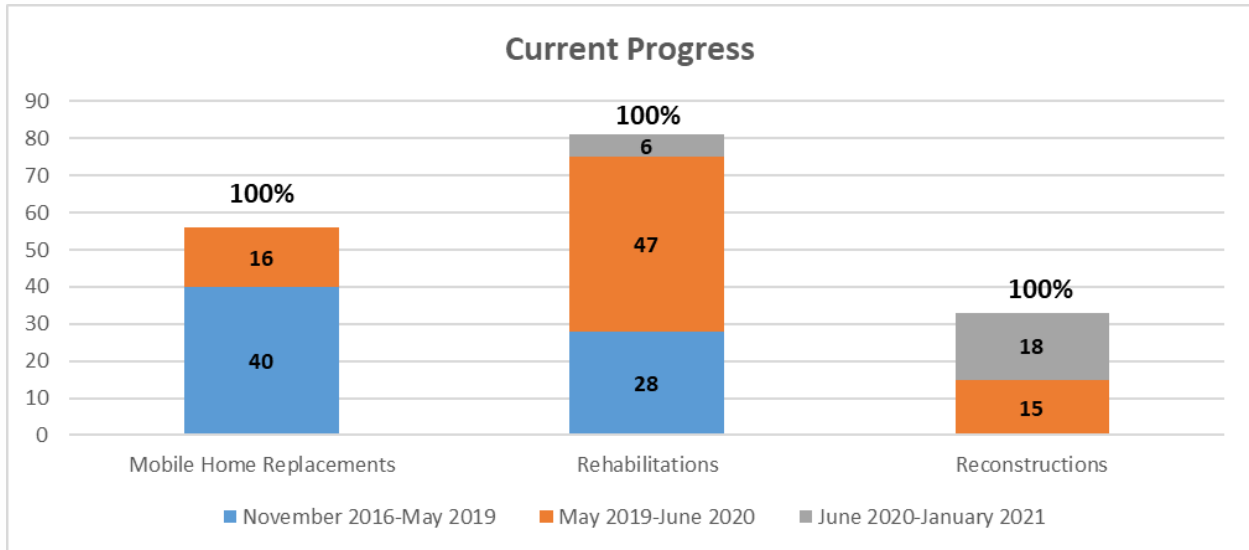
Subject: Emergency Rental Assistance Program Implementation Recommendation(s)

What follows below serves to communicate the basis and rationale for the staff recommendation to expand the scope of work of the County's current Disaster Recovery Consultant, Tetra Tech, to allow for the most efficient implementation of its Emergency Rental Assistance (ERA) Program.

Tetra Tech has been in partnership with Richland County to service its Disaster Recovery (DR) needs since the October 2015 floods. Working in many capacities, across various programs to include the Hazard Mitigation Grant Program (HMGP), Single Family Homeowner Rehabilitation Program (SFHRP) and, most recently, COVID-19 response, Tetra Tech continues to achieve many noteworthy accomplishments on behalf of Richland County Government, including but not limited to the following:

- Following unprecedented flooding resulting from Hurricane Joaquin in October 2015, the U.S. Department of Housing and Urban Design (HUD) allocated \$30.75M to Richland County to address continuing, long-term recovery efforts related to unmet housing, economic development and infrastructure needs.
 - The County procured Tetra Tech to act as the Prime Contractor on recovery efforts related to rehabilitation and reconstruction of single-family homes, managing a direct allocation of approximately \$17M the County allocated thereto;
 - When the implementation methodology the County opted to pursue, wherein direct management of the program moved through staff in Community Development, proved problematic, Tetra Tech aided the County in restructuring the program;
 - Via the expansion of the scope of work for Tetra Tech in May of 2019, and their becoming the Implementing Contractor (IC) responsible for direct management of the SFHRP, the County has been able to meet its targets on rehabilitations,

reconstructions and mobile home replacements, all of which were significantly behind. (See charts)



Number of Homes Completed in the SFHRP by Year and Type			
Year	Mobile Home Replacements	Rehabilitations	Reconstructions
2016	0	0	0
2017	0	0	0
2018	34	0	0
2019	22	46	3
2020	0	35	28
2021	0	0	2
Total	56	81	33

The success of the SFHRP is derivative of Tetra Tech’s oversight and management, without which the County would have remained on the slow spender list and risked deobligation of current and/or future funding. Upon assuming the IC role, Tetra Tech:

- Established a fixed price bidding system to procure new, quality contractors;
- Implemented a methodology whereby work was assigned to contractors on the basis of timeliness, quality and customer satisfaction;
- Implemented a three-step final inspection process to ensure projects were completed on-time and according to all relative codes and requirements;
- Managed the tri-party contracting process and change orders to ensure appropriate approvals were issued prior to commencement of work and that all work was completed within grant limits; AND
- Updated all applicable program policy and procedures to ensure appropriate documentation, review and approvals occurred while maintaining compliance with HUD and EPA requirements.



Tetra Tech assisted the County in its Coronavirus response to include:

- COVID-19 Public Assistance;
- Non-Congregate Shelter Planning;
- Administration of Richland County Small Business + Non-Profit Grant Programs;
- Review and Recommendations on the County's COVID-19 Recovery Plan; AND
- Resource Identification and Research Relative to the Passage of the CARES Act

To date, Tetra Tech aided the County in securing \$15,781,474.68 in reimbursements for eligible, COVID-related expenditures.

In addition to the aforementioned, Tetra Tech assisted the County with both its DR4241 and DR4286 FEMA HMGP Property Buyout Programs. Under these programs, Richland County acquired 66 properties. All standing structures were demolished and the land returned to a naturalized state. With Tetra Tech's assistance, Richland County's HMGP continues to be recognized nationally. Both Pat Beekman of Tetra Tech and Mike King, Local Disaster Recovery Manager, have presented the County's program as a model for other jurisdictions numerous times.

Tetra Tech continues to provide Richland County with technical assistance including, but not limited to:

- Training and monitoring;
- Project management;
- Expertise and guidance for all facets of the County's disaster recovery processes;
- Development and implementation of goals, strategies and plan documents;
- Preparation and submission of all requisite materials to support program implementation;
- Coordination of recovery with internal and external stakeholders;
- Outreach and liaison efforts;
- Provision of timely reports and program performance evaluations; AND
- Oversight and guidance on grant opportunities and programs

As is currently staffed, Richland County Government does not have the capacity and/or expertise to oversee any facet of its Disaster Recovery Programs, to include the ERA, without the assistance of a consultant. While the County could look to identify other, external expertise, doing so would put it at a significant disadvantage in terms of continuity of services and timeliness of program implementation. Further, the County would sacrifice significant institutional knowledge, which would undoubtedly have adverse impact(s) on residents in need of the ERA Program.

Because the County's success in its DR Programs is due, in large part, to its continued partnership with Tetra Tech, it lacks the internal capacity and expertise to facilitate like programs and there is an overwhelming need for the ERA Program, which requires swift implementation and facilitation thereof, I recommend the County move forward with its current DR contractor.





Agenda Briefing Addendum

Prepared by:	Ashley Powell, Assoc. AIA, AICP	Title:	Past Assistant County Administrator
Department:	[on behalf of] Administration	Division:	
Contributor:	Mike King	Title:	Asst. Director, LDR Manager
Contributor:	Pat Beekman	Title:	Acting, Asst. LDR Manager
Date Prepared:	March 8, 2021	Meeting Date:	February 25, 2021
Approved for Consideration:	County Administrator		Leonardo Brown, MBA, CPM
Committee:	Coronavirus Ad Hoc Committee		
Agenda Item:	Item #5: Emergency Rental Assistance Program		

COUNCIL INQUIRY #1:

Will the ERA program benefit the citizens Richland County serve, proportionate to the demographics in Richland County --what innovative strategies addressing inclusiveness will be put in place to ensure underserved and hard to reach communities and citizens are involved? [McBride]

Reply:

The requisites of the program ensure the provision of direct assistance to underserved populations, specifically those residents considered low income, with priority being given to individuals who are very low income as defined by HUD. Additionally, individuals who have been unemployed for 90+ days will be prioritized further ensuring funding is allocated according to demonstrated need.

The Public Information and Government and Community Services Departments will be utilizing existing partnership with external entities and organizations such as Richland County Public Library and local businesses, churches and community groups to ensure information about the ERA Program has a broad reach.

COUNCIL INQUIRY#2:

What strategies will be used to help ensure small/ individual landlords are not loss in the system due to big developers and owners of large apartment complexes receiving all of the funds due to their experience in "working the system" ? [McBride]

Reply:

The funding associated with the ERA Program is specifically to address housing stability and threats thereto via rent and utility payments. As such, County residents, rather than developers, will be the beneficiaries of this aid. Expanding efforts beyond traditional media, to include those methodologies listed above and in the draft Publicity and Media Plan, will aid in creating equal opportunity for all of those in need of like assistance within Richland County.

COUNCIL INQUIRY #3:

Are there strategies to address available funding not be exhausted or “overused” for payments in arrears leaving limited funds to pay for current and future rent – which could lead to individuals being evicted within a month or so? [McBride]

Reply:

As drafted, and required by Federal statute, the County’s policies and procedures prioritize assistance to residents in paying their rental/utilities arrears. If funding is not exhausted, it can be used to provide for both additional housing stability (for 3 months) and prospective rental assistance. If Richland County is successful in expending at least 65% of its allotment by 30-SEPT-21, it could receive additional funding from Treasury, which would allow for provision of additional assistance.

COUNCIL INQUIRY #4:

Is there a process for monitoring various types of funding expenditures from the beginning to the end? [McBride]

Reply:

Yes, the Policy and Procedures document provides a detailed outline of the oversight, monitoring and QA/QC of all facets of the County’s ERA Program to include a breakdown of the type and amount of expenditures that will be considered. In addition, this information is required to be reported to the U.S. Treasury.

COUNCIL INQUIRY #4A:

Is there a guide/monitoring tool for Richland County regarding a range of allocation of funds such as X percentage for arrears up to X months, x percentage for direct rental assistance, x percent for utilities, etc.? [McBride]

Reply:

No, the U.S. Treasury limits the use of the funding, which requires arrears to be paid first, with a 12 month maximum and the possibility of an additional three (3) months for housing stability needs, based on funding availability. If funding is available, the County is then permitted to look at providing prospective rental assistance. The Policy and Procedures document, as drafted, is derivative of the guidance and regulations from Treasury, and outlines the process for guiding and monitoring all Program expenditures.

COUNCIL INQUIRY #5:

How will we monitor and evaluate this program (I'm still confused about the results and analysis of our last COVID-19 relief efforts)? Did we learn anything? [McBride]

Reply:

The Program will be monitored according to the Policies and Procedures, which include QA/QC and routine evaluation by the Program Manager, Mike King, and the Special Case Panel and Oversight Committee. Multiple checks and balances have been put in place to ensure compliance.

COUNCIL INQUIRY #6:

Who will make decisions regarding approval of applications? How will this process work? [McBride]

Reply:

According to the Policies and Procedures document, the decision for approval will be made by the Richland County Special Case Panel (SCP) only after all vetting and QA/QC reviews are completed.

COUNCIL INQUIRY #7:

How much will be paid to the recommended vendor for helping to manage the program? What is the role/responsibilities of this vendor? Who will have oversight of the vendor and how will this work? [McBride]

Reply:

Richland County is authorized to utilize up to 10% of the grant amount for administrative/ management costs. The selected vendor will be responsible for providing the information/ application/records management system, the call center, the caseworkers/ managers and all ancillary duties as are needed to effectively and efficiently process applications received in accordance with Federal statues and County policies. The Project Manager, Mike King, who also serves in the capacity of Local Disaster Recovery Manager for Richland County, will be responsible for direct oversight of the vendor and the Oversight Committee will ensure compliance with established policies by both the Project Manager and vendor.

COUNCIL INQUIRY #8:

Specifically, beyond the usual technology and other PIO strategies mentioned in proposal – are there other best practice or “out of box strategies” to help us reach hard to target populations? Exactly how will we work with magistrate offices, legal aid, urban league, churches to help with program implementation? [McBride]

Reply:

The County's Publicity Plan is still be developed and the Public Information and Government and Community Services Departments are in conversations with County partners to determine how best to leverage existing relationships to ensure information about the County's ERA Program is broadly shared. High-level strategies have been identified in the aforementioned Plan and will continue to be fleshed out as the County moves toward the implementation of its ERA Program.

COUNCIL INQUIRY #9:

Was there a task force in developing current plan if so what was the composition of the group? If not, why? [McBride]

Reply:

There was not a formal task force established for the development of the current Policies and Procedures document given the grant's exigent circumstances and timelines. The document was developed according to regulations from Treasury and after speaking with multiple jurisdictions around the country, subject matter experts and in concert with Richland County Administration.

COUNCIL INQUIRY #10:

What was the involvement of people from the actual target population, agencies serving the population, churches and other community leaders in developing proposed implementation plan? [McBride]

Reply:

The Policies and Procedures, as currently proposed, are derivative of regulations and requisites as communicated by Treasury. Given this, and the exigent circumstances and timelines associated with this funding, there was no direct involvement of the community and/or external agencies in the development of the County's procedures relative to its ERA Program. There continues to be ongoing conversation with subject matter experts, other jurisdictions and local partners around how best to implement the ERA Program.

COUNCIL INQUIRY #11:

Have we exemplified the experience of those agencies and individuals that previously participated in our COVID relief program or receive any input from them? [McBride]

Reply:

No; given the uniqueness of this program and the exigent circumstances and timelines associated with the grant funding, the implementation plan was developed after speaking with multiple jurisdictions around the country, subject matter experts and in concert with County Administration to reflect and ensure compliance with both federal statute and Treasury Department Grant Guidance and Requisites.

COUNCIL INQUIRY #12:

Is it possible we may only pay part of somebody's utilities/rent if there are more requests than money available? That way more people get "something." [MALINOWSKI]

Reply:

It is possible; however, the County is not permitted to pay prospective rental costs and/or housing stability expenses until all arrears are satisfied. In addition, the County is on an extremely tight timeline to distribute aid via the ERA Program. If the County does not expend a minimum of 65% of its funding allocation by 30-SEPT-2021, it risks deobligation. If, however, the County expends 65% of its funding or more by the same date, it could receive a subsequent award thus allowing it to expand the reach of its ERA Program and provide more direct assistance to residents.

COUNCIL INQUIRY #13:

It was stated that persons can't have applied for/received other federal funding. Can they get other state or local funding and still be eligible? [MALINOWSKI]

Reply:

At this time, the statute only considers Duplication of Benefits (DOB) as Federal funds received. This may change in the future as Treasury continues to provide updated guidance as the program develops. However, if a resident receives assistance through a non/not for profit organization utilizing Federal dollars to operate, those funds are considered DOB.

COUNCIL INQUIRY #13:

If a person is unemployed and qualifies, I think there should be a requirement that they are actively seeking employment and we need to verify that through the unemployment office where these folks would apply. [MALINOWSKI]

Reply:

At this time, this requirement is not permitted by Federal statute and grant requisites; it is not a condition of the Federal grant.

ADDITIONAL COMMENTS FOR CONSIDERATION:

It should be noted that Richland County was not approved for funding until the week of January 20, 2021. The latest guidance from Treasury was not released until Monday, February 22, 2021 and 65% of the funding must be spent by 30-SEPT-21 to avoid having dollars recouped. As such, staff continues to employ the methodology most likely to guarantee successful implementation of the County's ERA Program while also managing evolving requisites and an extremely tight timeline.

ATTACHMENTS:

1. ERA Presentation as presented to the Coronavirus Ad Hoc Committee
2. ERA P&P Manual as presented to the Coronavirus Ad Hoc COmmittee
3. ERA Publicity Plan as presented to the Coronavirus Ad Hoc Committee

Richland County Coronavirus Ad Hoc Committee

Emergency Rental Assistance Program
(ERAP) Proposed Implementation

Agenda

- Treasury Program Descriptions and Requirements
- Proposed Implementation Process Flow
- Policy & Procedure Manual
- Task Order #26 Change Order
- Recommended Go-Live Date
- Questions

Consolidated Appropriation Act (CAA)

- Bipartisan spending bill, known as the **Consolidated Appropriations Act** or **CAA**
- Includes \$900 billion in COVID-19 relief funds
- Passed by Congress on December 21st, signed into law by President Trump on December 27th.
- \$2.3 trillion-dollar omnibus bill which also includes \$1.4 trillion to fund the federal government through the end of the current fiscal year on Sept. 30, 2021.

ERA Program Goal

- Fairness
- Equity
- Transparency

The program must be for all County residents

Emergency Rental Assistance (ERA)

- Makes \$25 Billion available directly to States, U.S. Territories, local governments, and Indian tribes.
- Funds are to assist households that are unable to pay rent and utilities due to the COVID-19 pandemic.
- Grantees may use existing or newly created rental assistance programs.

Emergency Rental Assistance (ERA) – Request & Reward

- US Treasury to disburse funds within 30 days of Act's enactment
- Local governments with a population of over 200,000 may access 45% of their state's allocation by certifying to Treasury (reducing the state allocation).
- Richland County certified to Treasury for a direct allocation. **\$12,573,547.40** was allocated to Richland County on January 20, 2021 for the ERA Program.

Spending Timeline

- **December 31, 2021**, funds expire.
- **September 30, 2021**. Unspent funds will be recaptured from slow spenders and reallocated to grantees who have spent at least 65% of funds.
- Maximum assistance to an eligible household is 12 months with an option to extend for three (3) months to ensure housing stability. The additional 3 months is for remaining funds and should not be included in applications unless funds remain after the initial 12-month period.

Eligibility

- Eligible households are defined as **renter** households who:
- (1) have a household income not more than **80 percent of AMI**;
- (2) have one or more household members who can demonstrate a **risk of experiencing homelessness or housing instability**; and
- (3) have one or more household members who qualify for unemployment benefits or **experienced financial hardship due, directly or indirectly, to the pandemic.**

Eligibility Factors

- Priority will be given to households with incomes of no more than **50% of AMI** and to households in which one or more member is **unemployed** and has been unemployed for 90 days.
- Priority should be given to housing-related arrears, paid in three-month increments. Arrear payments can go as far back as **March 20, 2020** (the date COVID began).
- Landlords and owners may apply on behalf of tenants meeting the eligibility requirements.
- If a landlord does not wish to participate, payments may be made directly to households.
- **Grantees must ensure that households receiving rental assistance provided under this program do not receive funding under any other federally funded rental assistance program.**

Income Calculation

- Either
 - the household's total income for **calendar year 2020** or
 - household's **monthly income at the time of application**. (if this method, income eligibility must be redetermined every 3 months) Households may reapply for additional assistance at the end of the three-month period if needed and the overall time limit for assistance is not exceeded.
- Assistance can last up to 12 months, plus an additional three months if necessary, to ensure housing stability. When documented by tenant confirmation, the agency must re-determine eligibility every three months. The assistance does not count as income for purposes of determining eligibility under any federally funded program.

Application Documentation

- Applications may be submitted by a **household member** or a **landlord** on behalf of an eligible household.
- Landlords submitting on behalf of a tenant must notify the tenant and obtain their consent.

Application Documentation

- Tenant's inability to pay is due to financial hardship resulting from the economic impact of COVID-19;
- Tenant does not have sufficient income or other resources to pay tenant's rent;
- Tenant or landlord did not receive another source of funding for the same assistance;
- Tenant household income is no more than 80% of AMI with priority for:
 - Households under 50% AMI
 - Households where one member has been unemployed for at least 90 days
 - Households with housing-related arrears that could result in eviction

Application Documentation

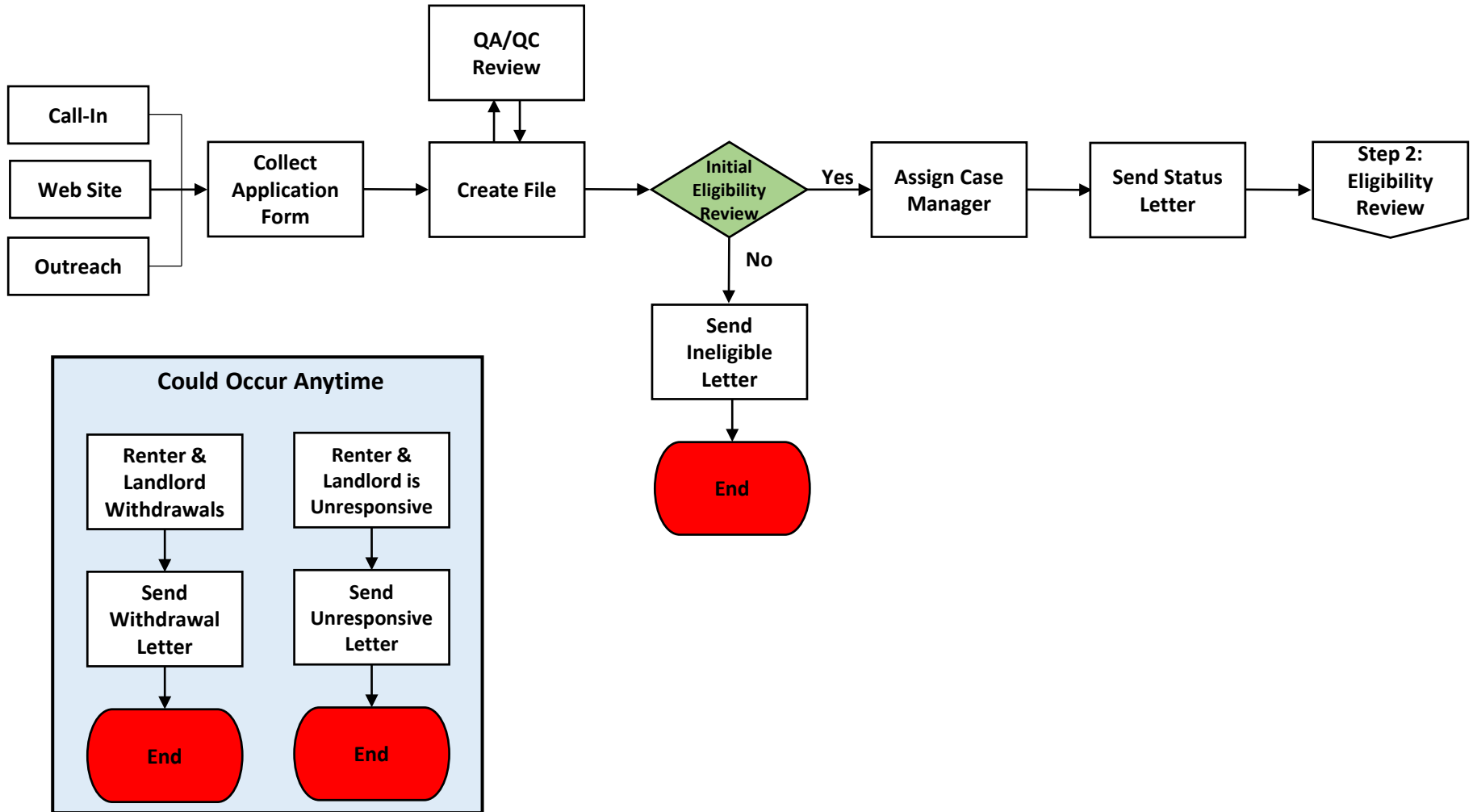
- Must provide documentation of:
 - Income (2020 calendar year or current verified income statements)
 - Job loss due to the pandemic and/or unemployment for 90 days
 - Evidence of lease/rent amount
 - Residency verification
 - Data privacy and security requirements that provide
 - All information and used only for the purpose of submitting reports; and
 - Confidentiality protections for survivors of intimate partner violence, sexual assault, or stalking.

Reporting Requirements

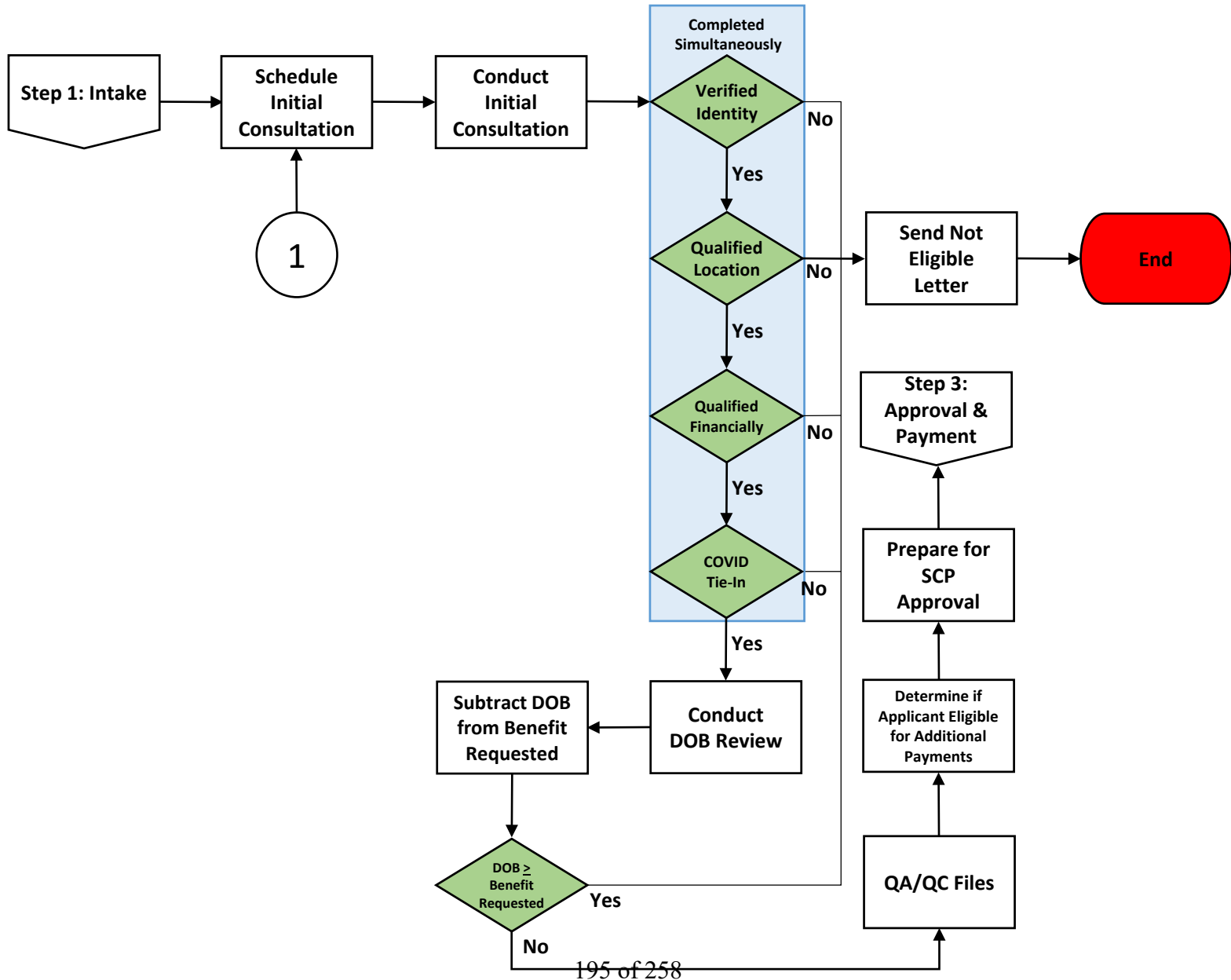
- Number of households receiving assistance;
- Application acceptance rate;
- Types of assistance provided (rent, utilities, etc.);
- Average funding per eligible household;
- Income information disaggregated at 30%, 50%, and 80% AMI;
- Average number of monthly rental or utility payments covered;
- Disaggregated applicant gender, race, and ethnicity information ;
- Proof of payments to households.

Proposed Process Flow

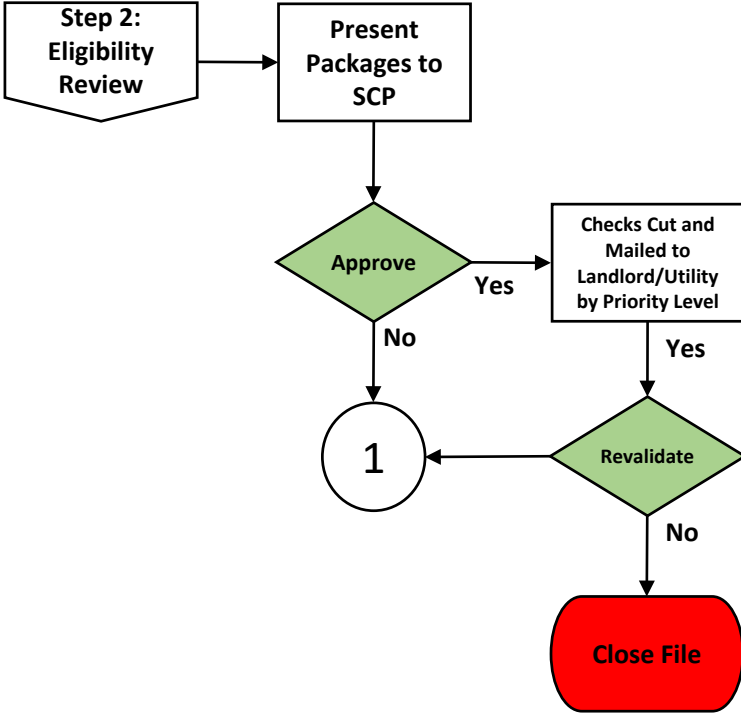
STEP 1: INTAKE



STEP 2: ELIGIBILITY REVIEW



STEP 3: APPROVAL & PAYMENT



Policy & Procedure Manual

Policy & Procedures Manual

- The proposed Policy & Procedure Manual complies completely with the program requirements as stated in the law and the one U.S. Treasury Department FAQ released January 19, 2021.
- The manual has been reviewed and approved by County Legal and Administration.
- **Recommend Approval**

Task Order #26 Change Order #2

Task Order #26 Change Order #2

- The County currently has a task order with Tetra Tech to provide COVID-19 response and recovery services until December 31, 2021.
- This change order provides the services outlined in the Policy & Procedures Manual and in the Process Flow Chart to Richland County. Neighborly Software will be a sub to Tetra Tech and will provide their web-based tool for intake and eligibility review. It is currently used by over a 100 jurisdictions across the country.

Task Order #26 Change Order #2

- The Treasury Department allows up to 10% of the grant award to be used for administrative costs. The Tetra Tech change order has an upfront fee of \$166,282 to set-up the Neighborly software and call center. Tetra Tech has an addition time and material amount to implement the program of a not to exceed amount of \$956,445 for a total contract for the ERAP program of a not to exceed amount of \$1,122,727 (8.9% of grant award)
- **Recommend Approval**

Recommended Go Live Date

Recommended Go Live Date

- Monday, April 5, 2021
- Recommend Approval

Questions

Richland County

COVID-19 EMERGENCY RENTAL ASSISTANCE

POLICIES AND PROCEDURES



Richland County Emergency Relocation Assistance Program
Community Planning & Development
2020 Hampton Rd
Columbia, South Carolina 29204
Telephone (803) 576-2168
www.richlandcountysc.gov

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DRAFT

General Provisions

This manual provides the policies and procedures of Richland County in its administration of the COVID-19 Emergency Rental Assistance (ERA) funded through the Consolidated Appropriations Act (CAA), 2021, Pub. L. No. 116-260. This document provides standard concepts, definitions and procedures that enable staff to understand and effectively administer the program. This manual is designed as a tool for staff to use as a reference and resource. This manual will be updated as needed to reflect changes in policies and procedures as well as new Treasury regulations, notices and other guidance.

The ERA program makes available \$12,573,547.40 in funds provided directly to Richland County through the CAA and administered by the U.S. Treasury. These funds are to assist households that are unable to pay rent and/or utilities due to the COVID-19 pandemic. Through an application process Richland County will offer aid to income eligible households located within the geographical boundaries of the county who have been economically impacted during the COVID-19 pandemic through job loss, furlough or reduction in hours or pay.

ERA is a grant program wherein rental or utility payments are made on behalf of an income-eligible household for a maximum period of 12 months (with an additional 3 months possible) to maintain housing and/or to reduce rental and utility payment delinquency in arrears as a result of the economic downturn during the COVID-19 pandemic.

Emergency assistance will be available for monthly rent payments, utility payments, rental arrearages and utility arrearages. At least 90% of the ERA funds received by Richland County will be used for these purposes. The remaining funds will be used for housing stability services, including case management or other services related to the COVID-19 pandemic, and the administration of the program.

Given the challenges presented by the COVID-19 pandemic, the U.S Treasury has granted the County flexibility as to the particular form of documentation required, including permitting photocopies or digital photographs of documents, e-mails, or attestations from employers, landlords, caseworkers, or others with knowledge of the household's circumstances. The County must require all applications for assistance to include an attestation from the applicant that all information included is correct and complete.

Available Assistance

Type of Assistance

Richland County is providing ERA grants to eligible households through an application process. The funding provided will assist with the following:

- a. Rent;
- b. Rental arrearages;
- c. Utilities and home energy costs;
- d. Utilities and home energy arrearages; and
- e. Other expenses related to housing incurred directly or indirectly due to the pandemic.

The Act requires that other expenses must be related to housing and be incurred due directly or indirectly due to COVID-19. Such expenses include relocation expenses and rental fees (if a household has been temporarily or permanently displaced due to the COVID-19 outbreak); reasonable accrued late fees (if not included in rental or utility arrearages and if incurred due to COVID-19); and Internet service provided to the rental unit. For internet services to qualify, the applicant must request internet services

to be eligible and must attest that the internet service provided to their residence is related to housing and is being used to engage in distance learning, telework, telemedicine or to obtain government services. All payments for housing-related expenses must be supported by documentary evidence such as a bill, invoice, or evidence of payment to the provider of the service.

Utilities and home energy costs are separately stated charges related to the occupancy of rental property. Accordingly, utilities include separately stated electricity, gas, water and sewer, trash removal and energy costs, such as fuel oil. Telecommunication services (telephone, cable, Internet) delivered to the rental dwelling are not considered to be utilities. Utilities that are covered by the landlord within rent will be treated as rent.

Program administrators shall determine the duration and amount of rental assistance provided to eligible households based on application information, monthly rent and utilities due, and amount in arrears. This duration and assistance amount will be designed to ensure households are provided with the maximum benefit possible. Prospective rent and utility assistance will be provided up to a maximum of 3 months at a time, before recertification of income and/or reapplication is required, for a period not to exceed 12 months except that the County may provide assistance for an additional 3 months only if necessary to ensure housing stability for a household subject to availability of funds. Rental and utility arrears may be paid in full.

Terms of Assistance

Rental or utility assistance will include:

- a. Monthly Payment made on behalf of eligible household to landlord/property management agent or utility provider for 3 months' rent and utilities up to a maximum of 12 months; or
- b. Monthly Arrears Payment made on behalf of eligible household to landlord/property management agent or utility provider for rent or utilities accrued after March 13, 2020; or
- c. Monthly payment combination of items a. and b. made on behalf of eligible household to landlord/property management agent or utility provider.

Three months supplemental assistance may be provided to ensure housing stability for a household after the initial 12-month period. The County Special Case Panel (SCP) (see definition below at page 16) must review and approve each case of supplemental assistance.

Emergency rental assistance will not be paid directly to households except in cases where the landlord does not agree to participate in the program. *The U.S. Treasury directs that the County must make reasonable efforts to obtain the cooperation of landlords and utility providers to accept payments from the ERA program. Outreach will be considered complete if a request for participation is sent in writing, by certified mail, to the landlord or utility provider, and the addressee does not respond to the request within 14 calendar days after mailing; or, if the grantee has made at least three attempts by phone or email over a 10 calendar-day period to request the landlord or utility provider's participation; or a landlord confirms in writing that the landlord does not wish to participate. The final outreach attempt or notice to the landlord must be documented. The cost of contacting landlords would be an eligible administrative cost.* The payments will be made by Richland County to the bona fide landlord/property management agent or company.

After all reasonable efforts have failed to obtain the cooperation of the landlord and/or utility provider, the County shall make payments directly to the household following the payment process found in Step 3: Approval and Payment below.

Utility payments will be made by Richland County directly to the respective utility company. Emergency rental assistance shall be paid by the date specified on the current lease agreement. The emergency rental assistance program will log all payments made on behalf of eligible households.

Applications

Applicants

An applicant may be either a renter or landlord.

Applicant shall provide the following information to be considered as an eligible household:

1. Name and contact information.
2. Address – An applicant household must reside in a rental property located within the geographical boundaries of Richland County.
3. Status – renter or landlord.
4. Household Income – must be below 80% AMI.
5. Rental payment status – In arrears or prospective?
6. Impact of Covid-19 – Is there economic hardship? How?

Eligibility

Household

A Household is defined as one or more individuals who are obligated to pay rent on a residential dwelling. The occupants may be a single family, one person living alone, two or more families living together, or any other group of persons who share living arrangements. Therefore, household occupant information must include, at a minimum, the following:

1. Full names and ages of all occupants (whether related or unrelated) living in the residence; and
2. Signature of the primary applicant(s), certifying that the information provided related to the annual household income and occupants is correct.

The term “eligible household” means a household of 1 or more individuals who are obligated to pay rent on a residential dwelling and:

1. One or more individuals within the household has
 - a. qualified for unemployment benefits or
 - b. experienced a reduction in household income, incurred significant costs, or experienced other financial hardship due, directly or indirectly, to the novel coronavirus disease (COVID–19) outbreak, which the applicant shall attest in writing (see Justifying Economic Hardship below); and
2. One or more individuals within the household can demonstrate a risk of experiencing homelessness or housing instability, which may include—
 - a. a past due utility or rent notice or eviction notice;
 - b. unsafe or unhealthy living conditions; or

- c. any other evidence of such risk, as determined by the eligible grantee involved (see Justifying Homeless and Housing Instability below); and
3. The household has a household income that is not more than 80 percent of the area median income.

Occupancy

Applicant must provide proof of occupancy.

All occupancy documentation must show services were provided anytime during the billing period of the COVID-19 pandemic period beginning March 13, 2020-to present, in the applicant or co-applicant's name, and the subject address.

Acceptable proof includes:

1. Copy of electric, gas, or water bill. The bill must confirm that service was provided anytime during the billing period of the pandemic, beginning March 13, 2020 to present; or
2. Letter from electric, gas, or water company. The letter must confirm that service was provided during the billing period of the pandemic; or
3. Other qualified documents may be presented for consideration of proof of occupancy, which include but are not limited to a voter registration card from the time of the pandemic or a driver's license from the time of the pandemic.

Justifying Economic Hardship

Applicant households must submit documentation confirming economic hardship due to the COVID-19 pandemic.

The County must document that one or more members of the applicant's household either:

1. qualified for unemployment benefits or
 - a. If relying on this determination, the applicant will submit a signed attestation or other relevant documentation regarding the household member's qualification for unemployment benefits.
2. experienced a reduction in household income, incurred significant costs, or experienced other financial hardship due, directly or indirectly, to the COVID-19 outbreak.
 - a. If relying on this determination, the applicant will submit a signed attestation that one or more members of the household meets this condition.

Acceptable documentation sources are:

1. If workplace closure or reduced hours due to COVID-19, including lay-off, termination, loss of working hours, income reduction resulting from business closure or other employer economic impacts of COVID-19:
 - A copy of household member(s) notification of job loss/termination from employer during the eligible pandemic period (March 13, 2020 to present); or
 - A copy of household member(s) notification of furlough from employer during the eligible pandemic period (March 13, 2020 to present); or
 - A copy of household member(s) notification confirming reduction in hours and/or pay during the eligible pandemic period (March 13, 2020 to present); or
 - A copy of household member(s) application during the eligible pandemic period (March 13, 2020 to present) and/or approval for Unemployment Insurance benefits; or

- A signed self-certification that includes the name of the household member who is self-employed, the name and nature of the business, and narrative confirming economic impact on self-employment during eligible pandemic period (March 13, 2020 to present).
2. Documentation of sickness with COVID-19 or caring for a household or family member who is sick with COVID-19;
 3. Documentation of extraordinary out-of-pocket childcare expenses due to school closures, medical expenses, or health care expenditures stemming from COVID-19 infection of the tenant or a member of the tenant's household who is ill with COVID-19;
 4. Documentation of compliance with a recommendation from a government health authority to stay home, self-quarantine, or avoid congregating with others during the state of emergency;
 5. Documentation of Reasonable expenditures stemming from government ordered emergency measures; and
 6. Documentation of any additional factors relevant to the tenant's reduction in income as a result of the COVID-19 emergency.

Justifying Homeless and Housing Instability

The Act requires that one or more individuals within the household can demonstrate a risk of experiencing homelessness or housing instability, which may include:

1. a past due utility or rent notice or eviction notice,
2. unsafe or unhealthy living conditions, or
3. any other evidence of risk, as determined by the grantee.

The first criteria the applicant would either submit a copy of a past due utility or rent notice or eviction since March 13, 2021 or attest to the same in the on-line application form.

The second criteria the applicant would attest to living in an unsafe or unhealthy living condition with documentation attached such as photographs, other documentation and/or an attestation from a third party that the household is living in an unsafe or unhealthy living condition.

The final criteria would only be used if the applicant cannot meet either of the first two criteria. The applicant would submit any other evidence supporting homeless or housing instability in the application. The evidence presented by the applicant will be considered by the County. This would be reviewed and decided on a case-by-case basis by the SCP. Examples of other evidence of risk include overcrowding, moving frequently, staying with relatives, or spending the bulk of household income on housing.

Duplication of Benefits

The statute creating the ERA Program requires that ERA payments not be duplicative of any other federally funded rental assistance provided to an eligible household. All applicants must provide a signed self-certification (electronic accepted) that includes the names of household members and a narrative confirming that no other federal rental assistance has been received during the eligible pandemic period (March 13, 2020 to present). The program may verify the accuracy of all self-certifications.

WARNING: ANY PERSON WHO KNOWINGLY MAKES A FALSE CLAIM OR STATEMENT MAY BE SUBJECT TO CIVIL OR CRIMINAL PENALTIES UNDER 18 U.S.C. 287, 1001 AND 31 U.S.C 3729.

Income Determination

Income is determined in each household in 2 possible ways (household income):

1. The household's total income for calendar year 2020, as determined using the adjusted gross income (AGI) as defined for purposes of reporting under the IRS Form 1040 series for individual Federal annual income tax purposes, or
2. Sufficient confirmation, as determined by the Secretary of the Treasury, of the household's monthly income at the time of application for such assistance.
 - a. County will consider all income received in the two months prior to application
 - b. Applicant using the monthly income method must provide self-certification of their income amounts in addition to any other income documentation available.
 - c. For household incomes determined using this method, income eligibility must be reconsidered every 3 months. Households may reapply for additional assistance at the end of the three-month period, if needed, and if the overall time limit for assistance is not exceeded.

To determine program eligibility, all sources of income for each household member over the age of 18 and the exact amounts earned from each income source must be accurately documented through one of the methods described above. The primary applicant(s) are also required to certify by signature that the information provided regarding household members is correct. The primary applicant is responsible to provide this documentation as part of eligibility consideration.

Eligible households must be at or below the 80% of area median income (AMI) or "Low Income" limits for confirmed household size, and priority will be given to those applicants at or below 50% of AMI or "Very Low." See chart below.

Annual Income Limits

2020 MAXIMUM TOTAL HOUSEHOLD INCOME LIMITS
Effective April 1, 2020 for Richland County, SC

Family Size	Extremely Low Income	Very Low Income	Low Income
	Equal to or less than 30% of Area Median (\$)	31% to 50% of Area Median (\$)	51% to 80% of Area Median (\$)
1	15,300	24,450	40,700
2	17,450	29,050	46,500
3	21,720	32,700	52,300
4	26,200	36,300	58,100
5	30,680	39,250	62,750
6	35,160	42,150	67,400
7	39,640	45,050	72,050
8	44,120	47,950	76,700

Data Source: <https://www.huduser.gov/portal/datasets/il/il2020/2020summary.odn>

Priority Assistance

Renter households that qualify as very low income (less than 50% AMI) and/or households in which one or more member is unemployed and has been unemployed for 90 days will be given priority. The program will disburse funds on a rolling weekly basis. At the time of disbursement, recipients that are very low income and/or households in which one or more member is unemployed and has been unemployed for 90 days will have their funds disbursed first. Remaining funds will then be disbursed to qualified low income applicants.

Implementation Procedures

Richland County recognizes the immediacy of the COVID-19 crisis and will automate as much of the ERA program as possible. This will help ensure eligible applicants receive the assistance they need as promptly as possible.

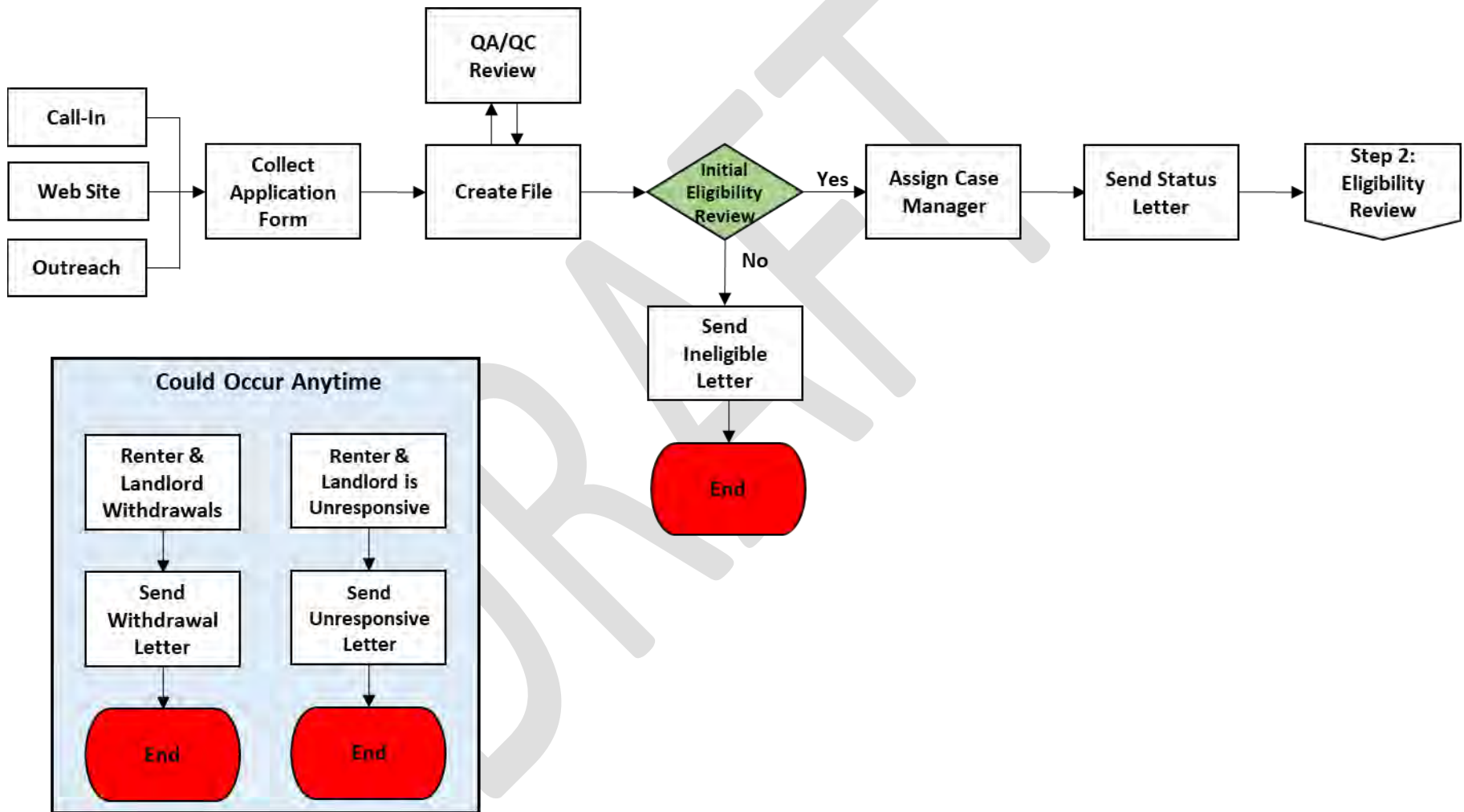
Richland County will identify and utilize the appropriate information management system, which will provide efficiency and effectiveness in both application processing, and compliance with all federal/state/local program regulatory requisites.

Prior to starting the intake phase of the program, Richland County will develop and implement a public information campaign to notify and educate potential applicants that a program exists, the eligibility requirements, and how and when County residents and their landlords can apply.

Richland County will follow a three-step process to implement the program:

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Step 1: Intake



Intake Policy

The purpose of the intake phase is to collect applications, required documents, and forms from applicants (tenants and landlords). The full intake phase will allow for the applicant to submit all required and relevant documentation to establish eligibility for funding and determine an award amount. Once an applicant has submitted all required documentation and forms, a case manager will be assigned to the application and a confirmation notice will be sent to the applicant. Intake specialists will respond to inquiries and assist applicants with completion of the applications either via phone, email, and if necessary, regular mail.

The ERA program will include safeguards for the protection of personally identifiable information (PII) for all applicants. All staff members who process application information are trained in dealing with PII. Applications, documents, and forms will be stored in the system of record and can only be accessed by staff members.

Procedures

Applicants will be able to submit an application in the following ways:

1. Online on the Richland County website (<http://www.richlandcountysc.gov/>)
 - a. A program & application link will be established on the website.
2. Via phone: A telephone hotline will be established for assistance in submitting an application. The hotline number will be promoted on all outreach efforts.
 - a. The hotline will allow the prospective applicant to speak directly with an intake staff member.

Application Status

All applicant information will be entered into the system at the time of application. Applicant household's initial eligibility for emergency rental assistance will be determined upon first consultation, but the County will not move forward with submission of a completed application until all required information and documents are provided. After the application is complete and submitted, program staff will review application information and provide an eligibility determination as quickly as is practicable. All applicant household's information and supporting documentation will be recorded in the system to demonstrate eligibility/ineligibility for this program.

At any time during the process, if an applicant becomes unresponsive then the intake specialist or eligibility specialist (depending on when the applicant becomes unresponsive) will have the system send an unresponsive letter to the applicant and mark the applicant's file in the system as unresponsive. Unresponsiveness is defined as an applicant not responding to requests for documents, emails and phone calls for a period of three consecutive calendar weeks.

At any time during the process, if an applicant indicates a desire to voluntary withdraw from the program to the intake specialist or eligibility specialist (depending upon when the applicant indicates their desire to withdraw) will ask the applicant to submit a withdrawal letter (not required, but always good for documentation), have the system send a withdrawal letter, and mark the applicant's file in the system as an applicant voluntary withdrawal from the program.

Richland County will ensure timely communication of application status to those who have submitted applications. An auto-generated notice will be sent to each applicant if the application is incomplete and documents or forms are still needed to be submitted to complete the intake phase. Only after all required documents and forms have been submitted by the applicant will a case manager be assigned to the application to verify program eligibility. At this time, an auto-generated notice will be sent to the applicant that their application is complete and will be reviewed for program eligibility.

While the program application process will be paperless, ERA program personnel in the ERA Center will aid persons who might have difficulty using or accessing the internet with a wide range of methods available.

Initial Eligibility Review

The Richland County information management system, will conduct an automatic review of the application and ensure applicant is in preliminary compliance with the following:

- Rental location is within the geographical boundaries of Richland County.
- Self-reported income is within program eligibility limitations.
- Applicant is either a Renter or Landlord of record.
- Applicant certifies they have been financially impacted by COVID-19 which has negatively impacted their ability to make rental and/or utility payments.

An approved applicant file shall contain all submitted information and documentation necessary to meet all required eligibility criteria and contain completed forms, documentation, and necessary information for all members of an applicant household. Once the verification process is completed and if basic applicant eligibility is established, the Lead Eligibility Specialist will approve the pre-application in the Richland County Information System and an email will be generated to the applicant. This email will notify the applicant of their initial eligibility and include:

1. Applicant Username.
2. Temporary Password.
3. Website link to their specific application.
4. The program hotline number and any associated program personnel identification.
5. The Program Manager's contact information:
 - Michael King – 803-731-8363 - King.Michael@richlandcountysc.gov

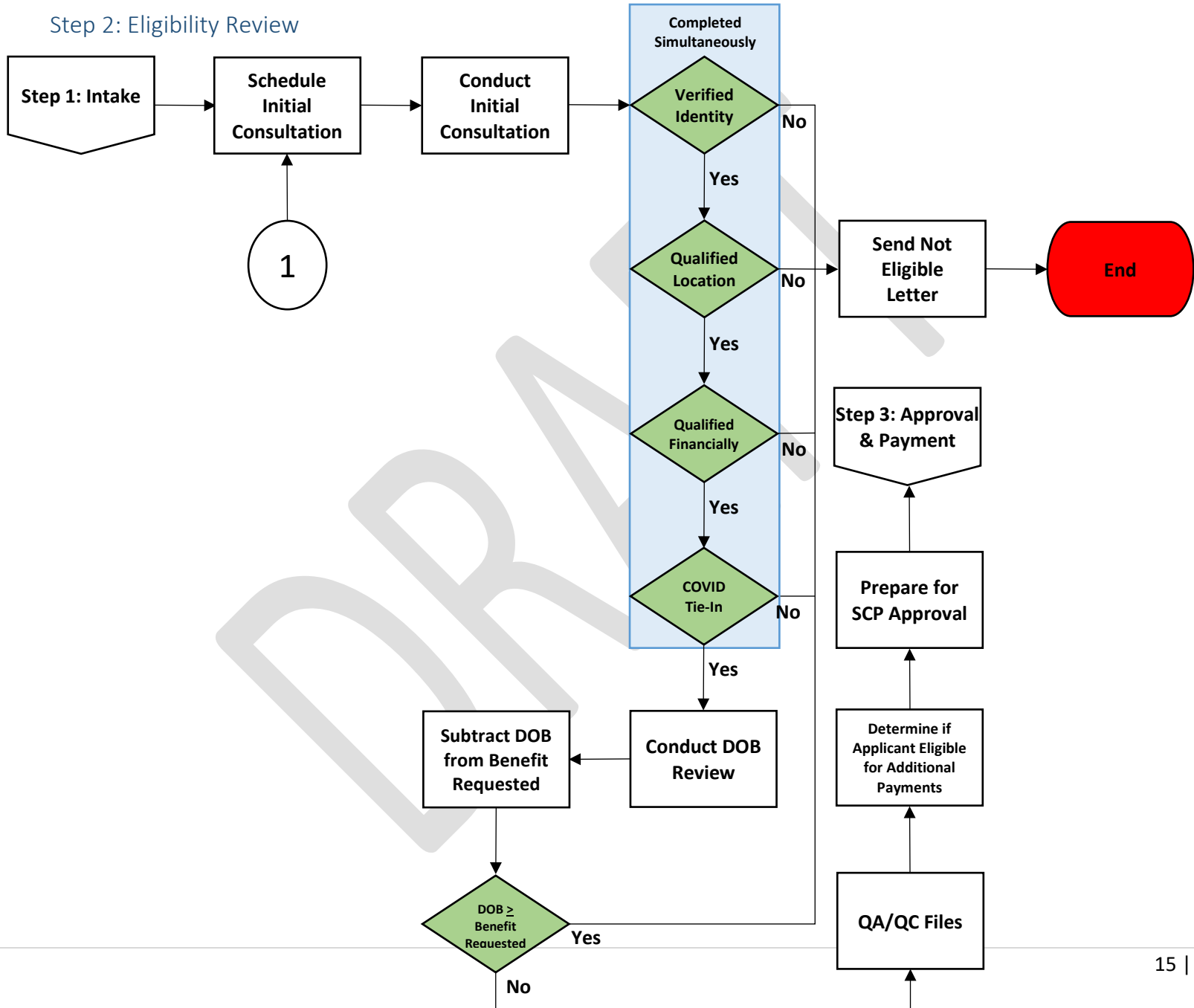
If the applicant does not have email and/or internet access, program personnel will contact the applicant at the phone number(s) they provided and will provide documentation with the above-mentioned information follow-up via U.S. Mail.

Applicants who do not qualify for assistance will be notified via phone at the number(s) they provided and will be sent a follow-up denial letter via U.S. Mail, which will cite the specific basis for the denial.

- a) A denied applicant system file shall contain all submitted information and documentation, as well as the reason for denial (ex: over income limits, incomplete information, reside outside Richland County).
- b) The denial letter will also provide the applicant the process for appealing the denial and any other available information regarding additional and/or supplemental assistance resources.

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Step 2: Eligibility Review



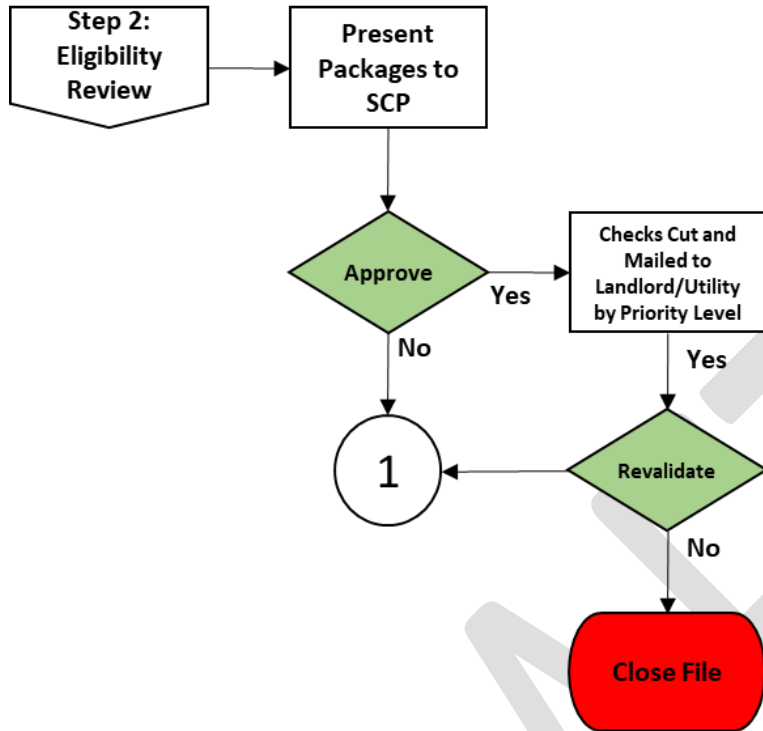
This section outlines the procedure to apply the eligibility requirements from the CAA as laid out in the statute and in the eligibility section of this document.

The following are threshold requirements, which must be met in order for an applicant to be eligible for assistance. Eligibility does not assure assistance, since it is expected that there will be more eligible applicants than can be served with available funds. In each given week that funds are not available to serve all eligible applicants, renter households that qualify as very low income (less than 50% AMI) and/or households in which one or more member is unemployed and has been unemployed for 90 days will have their funds disbursed first.

Eligibility Review Procedure

1. After the initial eligibility review is completed, the assigned case manager will begin the formal eligibility review process:
2. During the formal eligibility review process the case manager will verify:
 - a. Identity of applicant;
 - b. Eligible location of residence;
 - c. Income Qualification; and
 - d. Negative Impact from COVID-19.
3. Applicants who do not qualify for assistance after the formal eligibility review process will be notified via email or mail which will cite the specific basis for the denial.
 - a. The denial letter will also provide the applicant the process for appealing the denial and any other available information regarding additional and/or supplemental assistance resources.
4. After eligibility is verified, case manager will conduct a duplication of benefits analysis, based on self-certifications from the applicant.
 - a. Once the duplication of benefits analysis is completed and the applicant still has identified unmet needs, the case manager will recommend the applicant for approval and will identify the eligible amount for rent and for each eligible utility.
 - b. The case manager will mark the file for revalidation in 2.5 months until the applicant reaches their 12-month payment limit.
 - c. If the applicant reaches their 12-month payment limit, the case manager can recommend an additional three months of payments if the case manager can verify that not extending the rental assistance by three additional months would cause a housing instability for the household.
5. The file is then reviewed by the case manager's team leader, verified, and submitted for approval by the SCP.
6. The Eligibility Manager will prepare and maintain an up to date project spreadsheet which will provide information on all applications recommended for SCP review and approval. The Eligibility Manager will ensure the spreadsheet does not contain applicant PII prior to submission to the SCP for batch approval.

Step 3: Approval and Payment



Payment Procedure

1. The SCP will review the spreadsheet submitted for approval. The spreadsheet will contain:
 - a. Case number;
 - b. Verified size of Household;
 - c. Verified household Income;
 - d. Level of income;
 - e. If the household has one or more members is unemployed and has been unemployed for 90 days;
 - f. Negative impact from COVID;
 - g. Amount of rental assistance;
 - h. Amount of utility assistance;
 - i. Duplication of Benefits findings; and
 - j. Combined number of months of assistance provided.
2. The SCP will approve or disapprove each application. The SCP may batch approve if no objection is raised by a member of the SCP.
3. For those applications not approved by the SCP, the application will go back to the case manager to address whatever issues the SCP raised.
4. For those applications approved, the spreadsheet will go back to the Eligibility Manager. The Eligibility Manager will provide the required data to the Richland County Finance Department in order for checks to be issued to the respective landlords and utilities. The Eligibility Manager will submit the spreadsheet with a completed request for payment form to Richland County Budget and Grants Management for payment by the County.

Each week, Richland County Finance will provide the Eligibility Manager with a list of the payments made on behalf of the household and to whom the payment was made.

Program Oversight

Oversight Committee Policy

The Richland County ERA Program Oversight Committee will provide policy and overall program oversight of the Richland County ERA Program.

The Oversight Committee will review the following:

- Any proposed changes to the ERA Program Policy & Procedures (P&P) Manual;
- Any matter that must go to the County Administrator or Council to include contracts and change orders;
- Any appeals from actions taken by the Special Case Panel (SCP); and
- Program status reports.

Policy Scope

This policy is applicable to all ongoing activities of Richland County ERA Program as detailed in ERA P&P Manual Guidebook.

Procedures

The Oversight Committee will consist of an Assistant County Administrator (Chair), Director of Community Planning & Development, and the Local Disaster Recovery Manager (LDRM). It will meet as the chair requires.

Special Case Panel Policy

The Richland County ERA Program will consider and respond to citizen concerns, suggestions, requests and other issues pertaining to its ERA program by using a Special Case Panel (SCP).

The SCP must review the following:

- Any requested action outside of the current policies and procedures;
- Approvals of applications recommended for approval by the eligibility manager.

Policy Scope

This policy is applicable to all ongoing activities of Richland County ERA Program as detailed in the Richland County ERA Program Policy & Procedures Manual.

Procedures

The SCP will consist of the Director of Community Planning & Development (Chair), the Local Disaster Recovery Manager (LDRM), and the Director of GCS. It will follow the process detailed in ERA Citizen Concerns, Requests, Suggestions, and Appeals Policy. As stated in ERA Program Citizen Concerns, Requests, Suggestions, and Appeals Policy, a decision memorandum or equivalent will set forth the Panel's findings on each matter it considers.

Appeals

Richland County will utilize the model established for the Advisory Committee and the Special Case Panel for the ERA Programs as is utilized for the Richland County CDBG-DR program for Appeals.

Citizen Concerns, Requests, Suggestions, and Appeals Policy

During the activities of the ERA Program, many decisions will be made involving each application. These decisions will be made based on Richland County's interpretation of:

1. Applicable federal and state statutes,
2. The Code of Federal Regulations,
3. State and local codes and ordinances,
4. Local guidelines, and
5. The Richland County ERA Program Policies & Procedures Manual.

During these Program activities and decisions, it is possible that citizens may wish to present a concern, suggestion or request related to the Program and/or one or more of its decisions. In addition, once they receive a response to their issue, they may believe they have a legitimate reason to appeal that response. To allow for such circumstances, Richland County will allow citizens to submit their issues for consideration through the SCP. The aim of the County will be to always attempt to resolve such issues in a manner that is both sensitive to the citizen's needs and achieves a result fully compliant with all applicable laws, regulations, and local codes and ordinances. The goal of the County and SCP are to provide:

1. An opportunity for citizens to receive a response to and/or resolve their issues in a timely manner, usually within fifteen (15) business days, if feasible, and
2. The right for citizens who participate in this process to appeal adverse program decisions, which involve:
 - a. An eligibility and/or priority determination or
 - b. Special circumstances where citizens have a demonstrable hardship.

Citizens may submit a written concern, suggestion, appeal or request by email at King.Michael@richlandcountysc.gov or by postal mail to: Richland County Disaster Recovery, Assistant Director King, 1410 Laurens Street, Columbia, SC 29204.

A citizen's right and process for appealing a response will be provided in a written response to each citizen who submits a concern, suggestion, or request.

Policy Scope

This policy is applicable to all ongoing activities of Richland County ERA Program as detailed in this Policy and Procedure Manual.

Procedures

The procedures for this policy are as follows:

1. Notice of citizen's right to convey a concern, suggestion, or request; the right to appeal a decision response; and the process for conveying a concern, suggestion or request, or starting an appeal, will be made available to all citizen applicants of the ERA Program, and posted on the website.
2. The SCP will consist of the Director of Community Planning & Development (Chair), the Local Disaster Recovery Manager (LDRM), and the Flood Plain Manager;
3. Citizens may choose to convey their concerns, suggestions, and requests:

- a. Informally through a verbal conversation with their case manager, or
- b. Formerly using a written or electronic document, which is emailed or postal mailed to the ERA Program.

Complaints/Concerns/Suggestions/Requests may be submitted in the following ways:

Mail:

Richland County Disaster Recovery
Attn: Assistant Director King
1410 Laurens Street
Columbia, SC 29204

Email: King.Michael@richlandcountysc.gov

Phone: 803-731-8362

4. The ERA Program Manager will review all concerns, suggestions, requests, and appeals and decide if the issue can be resolved without further scrutiny or if it should be escalated to the SCP.
5. The SCP will receive and review all citizen concerns, suggestions, and requests forwarded by the ERA Program Manager at its weekly meeting at the Richland County Administration Building.
6. The SCP will attempt to resolve each citizen's issue and/or provide them with a decision response in a timely manner, usually within fifteen (15) business days of hearing the issue, if feasible.
7. When considering citizen concerns, suggestions and requests, the SCP will utilize the following process:
 - a. All SCP members will review information provided by each citizen to ensure they fully understand all aspects of the citizen's issue and viewpoints;
 - b. All SCP members will review all policies, if any, relevant to the citizen's issue and viewpoints and any other related information provided by the ERA Program Manager;
 - c. The SCP will meet to weigh each citizen's issue, viewpoints, policy implications, the ERA Program Manager and Legal Counsel's analysis, if any, and make a decision by majority vote;
 - d. The ERA Program Manager or designee will document each SCP meeting, decision and rationale in a Decision Memorandum and send it to the Community Planning & Development Director for his review and approval; and
 - e. Once the SCP decision has been approved, the ERA Program Manager or designee will communicate the decision in a response to each citizen, inform them of their right to appeal, and fully explain the appeal process.
8. Citizens will be informed that they have the right to appeal the decision of the SCP if they have reason to believe their case was not handled according to applicable law, regulations, Program policy or if they have new information, which has an impact on the case. This appeal should be sent to the ERA Program Manager via email or postal mail using the same communication information provided above within 10 business days of the date of denial. The ERA Program Manager will forward all appeals and the associated case folders to the ERA Oversight Committee. The goal of the ERA Oversight Committee will be to decide on the appeal and respond to the citizen in a timely manner, usually within fifteen (15) business days of receipt of the appeal, if feasible.
 - a. The ERA Oversight Committee will consist of an Assistant County Administrator (Chair), the Director of Community Planning & Development, and the Local Disaster Recovery Manager (LDRM).
9. The ERA Oversight Committee's decision is final.

10. The ERA Program Manager and/or assignee will maintain case files on all citizen concerns, suggestions, and requests to include the date input was received/case opened, citizen name, input summary, follow up activities, a reference to the Decision Memorandum for the case and the date the case was closed.

Disclosures

Conflict of Interest

No COVID-19 ERA funding will be provided to any member of the governing body of Richland County, nor any designee of the County or the operating agency who is in a decision making capacity in connection with the administration of this program; no member of the above organizations shall have any interest, direct or indirect, in the proceeds from a grant from this program.

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RICHLAND COUNTY EMERGENCY RENTAL ASSISTANCE PROGRAM

Publicity and Media Plan

Following is a draft plan to publicize the Richland County Emergency Assistance Rental Program.

PRE-NOTIFICATION TO MEDIA

The Public Information Office recommends issuing a news release as soon as possible to inform and confirm to the public that the County has received federal funding for the rental assistance program. Other government entities across the nation have issued similar releases, noting the application process is not finalized. Pre-notification will allow landlords and renters time to prepare to apply, especially if the program will be implemented on a first-come, first-served basis.

EXAMPLES:

- **ORANGE COUNTY, FLORIDA**
 - **Headline in Media:** Orange County emergency rental assistance begins in March
 - **County Website:** More information about this program will be available soon, including a comprehensive list of eligibility requirements. Return to this page often for the latest updates and follow Orange County Government on social media for timely information.
- **MOBILE COUNTY, ALABAMA**
 - **Headline in Media:** Mobile Co. provides \$12.3 million in emergency rental assistance
 - **County Website:** Applications will be available March 1st.

RICHLAND COUNTY PUBLICITY CAMPAIGN

Once the infrastructure for the rental assistance program is in place (website, staff, etc.), the Public Information Office and Government & Community Services recommend a multi-platform approach to inform landlords, renters and organizations. The recommendations include paid media, signage and virtual community meetings, therefore funding must be considered to implement the complete set of recommendations.

County's Media Platforms and Outreach

- Website
 - News release
 - Link to program site
- Social Media (Facebook, Twitter, Instagram, YouTube)
- Engage Richland Video
- Weekly notice in e-newsletter until registration/program closes
- Government and Community Services, Neighborhood Improvement Program contact lists
- Flyers

- GCS Newsletter (1st and 15th of the month)
- GCS targeted emails to rental property (landlord) organizations
 - Business license holders in NAICS Code 531110 (Lessors of Residential Buildings & Dwellings)
 - Members of the Apartment Association of Greater Columbia
- GCS targeted emails to resident (tenant) organizations
 - Columbia Council of Neighborhoods
 - Richland County Neighborhood Council
 - GCS homeowner/neighborhood association list
 - NIP contact list
 - Municipal partners (Arcadia Lakes, Blythewood, Columbia, Eastover, Forest Acres, Irmo)
- GCS targeted emails to nonprofits/agencies that assist and advocate for renters or assist with emergency housing needs
 - Christian Assistance Bridge
 - Community Assistance Provider
 - The Cooperative Ministry
 - Family Promise of the Midlands
 - Midlands Area Consortium for the Homeless (MACH)
 - MORE Justice
 - Salvation Army of the Midlands
 - Transitions/Midlands Housing Alliance
- GCS targeted emails to agencies/organizations involved in eviction process
 - Richland County Sheriff's Department
 - Richland County Magistrates
 - SC Bar Association
 - SC Legal Services
 - SC Appleseed Legal Justice Center

Earned Media and Community Partnerships

- News release
- Media interviews
- Government partnerships – Columbia and other municipalities and unincorporated communities, SC Housing, SC Thrive, Columbia Housing Authority, SC DEW
- Community partnerships – Apartment and landlord associations, local charities, churches, HOAs, neighborhood associations, Richland Library, Richland County Magistrate, SC Legal Services and other advocacy agencies, United Way of the Midlands, Richland School Districts 1 & 2, Lexington-Richland School District 5, local universities with students in off-campus housing
- Letters to the editor and/or op/ed pieces in local print media

Paid Media, Signage and Printing [only as is necessary and contingent upon availability of funding]

- Radio ads
- Targeted email blast
- TV
 - Broadcast

- Cable
- OTT and CTV*
- Facebook advertising
- Tele Townhall, Zoom or Livestream community meeting
- Road signs (installed by Public Works crews) in places identified as high rental areas
- Print flyers for distribution through community partners
- Signage in/on COMET vehicles
- Nextdoor app

Program Website

- FAQs (see SC Housing’s SC Stay website for examples of applicant and landlord FAQs)
- Downloadable info sheet (that landlords could post on property and/or property website, or nonprofit partners could share with clients)

**OTT is an acronym for over-the-top and refers to any streaming video content accessed over the Internet, instead of traditional methods like cable or broadcast. CTV, or Connected TV, is a type of OTT and refers to televisions capable of streaming video over the Internet or the streaming boxes and devices connected to them, such as smart TVs, Roku and gaming consoles with Internet connectivity like Playstation and Xbox.*



Agenda Briefing

Prepared by:	Mike King	Title:	Local Disaster Recovery Manager
Department:	Emergency Services Department	Division:	
Date Prepared:	February 22, 2021	Meeting Date:	February 24, 2021
Legal Review	Elizabeth McLean via email	Date:	February 22, 2021
Budget Review	James Hayes via email	Date:	February 22, 2021
Finance Review	Stacey Hamm via email	Date:	February 22, 2021
Approved for consideration:	County Administrator	Leonardo Brown, MBA, CPM	
Committee	Coronavirus Ad Hoc		
Subject:	ERA Policy and Procedure Manual; Tetra Tech-Task Order #26 Change Order Request		

STAFF’S RECOMMENDED ACTION:

Staff recommends approval of the Consolidation Appropriation Act (CAA)/Emergency Rental Assistance Act (ACT) – Policy & Procedure Manual – Approval and the accompanying Tetra Tech – Task Order #26 – Change Order Request.

Request for Council Reconsideration: Yes

FIDUCIARY:

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

ADDITIONAL FISCAL/BUDGETARY MATTERS TO CONSIDER:

The Tetra Tech additional assistance will be funded through the ERA Program.

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

The ERA Policy Manual has been reviewed and approved to form by the County Attorney’s Office.

REGULATORY COMPLIANCE:

The ERA Policy & Procedure Manual was developed to ensure compliance with the program requirements established by Federal Statute and the U.S. Treasury Department.

MOTION OF ORIGIN:

There is no associated Council motion of origin.

Council Member	
Meeting	
Date	

STRATEGIC & GENERATIVE DISCUSSION:

On December 27, 2020, the Consolidated Appropriation Act (CAA) was signed into law. The CAA provides \$900 billion in COVID-19 Relief Funds; \$25 billion of the COVID-19 Relief Funds were made directly available through the U.S. Treasury to the States, Local Governments, and Native American Tribes through the Emergency Rental Assistance (ERA) Program. Richland County applied for and was awarded \$12,573,547.40 in ERA funding. All funds must be expended by December 31, 2021.

Richland County has developed an ERA Policy and Procedure (P&P) Manual which reflects all requisites of the CAA Statute and ERA Program Guidelines. In addition, due to the scope, anticipated public response, in-house capacity concerns, and time limitations, Richland County is seeking the expansion of the existing Tetra Tech Task Order to assist us in the administration and management of this program. The Tetra Tech additional assistance will be funded through the ERA Program.

The ERA program is designed to assist Richland County households with an income of not more than 80% area median income (AMI) who are unable to pay rent and/or utilities due to the COVID-19 pandemic and who are facing potential eviction and/or utility shutoff actions. Maximum assistance to an eligible household is twelve (12) months, with an option to extend the assistance for an additional three (3) months if funds are available and there is a housing stability need identified. The guiding principles of our program are Fairness – Equity – Transparency. By providing rental and/or utility assistance through the ERA program, Richland County will positively impact eligible households who may be facing the prospect of eviction and/or utility shutoff.

At this time there are no identified alternatives to this program.

ADDITIONAL COMMENTS FOR CONSIDERATION:

ATTACHMENTS:

1. Richland County ERA Program Policy & Procedure Manual
2. Tetra Tech Task Order #26 – Change Order Request

Richland County

COVID-19 EMERGENCY RENTAL ASSISTANCE

POLICIES AND PROCEDURES



Richland County Emergency Relocation Assistance Program
Community Planning & Development
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General Provisions

This manual provides the policies and procedures of Richland County in its administration of the COVID-19 Emergency Rental Assistance (ERA) funded through the Consolidated Appropriations Act (CAA), 2021, Pub. L. No. 116-260. This document provides standard concepts, definitions and procedures that enable staff to understand and effectively administer the program. This manual is designed as a tool for staff to use as a reference and resource. This manual will be updated as needed to reflect changes in policies and procedures as well as new Treasury regulations, notices and other guidance.

The ERA program makes available \$12,573,547.40 in funds provided directly to Richland County through the CAA and administered by the U.S. Treasury. These funds are to assist households that are unable to pay rent and/or utilities due to the COVID-19 pandemic. Through an application process Richland County will offer aid to income eligible households located within the geographical boundaries of the county who have been economically impacted during the COVID-19 pandemic through job loss, furlough or reduction in hours or pay.

ERA is a grant program wherein rental or utility payments are made on behalf of an income-eligible household for a maximum period of 12 months (with an additional 3 months possible) to maintain housing and/or to reduce rental and utility payment delinquency in arrears as a result of the economic downturn during the COVID-19 pandemic.

Emergency assistance will be available for monthly rent payments, utility payments, rental arrearages and utility arrearages. At least 90% of the ERA funds received by Richland County will be used for these purposes. The remaining funds will be used for housing stability services, including case management or other services related to the COVID-19 pandemic, and the administration of the program.

Available Assistance

Type of Assistance

Richland County is providing ERA grants to eligible households through an application process. The funding provided will assist with the following:

- a. Rent;
- b. Rental arrearages;
- c. Utilities and home energy costs; and
- d. Utilities and home energy arrearages; and

[BP1]

Utilities and home energy costs are separately stated charges related to the occupancy of rental property. Accordingly, utilities include separately stated electricity, gas, water and sewer, trash removal and energy costs, such as fuel oil. Telecommunication services (telephone, cable, Internet) delivered to the rental dwelling are not considered to be utilities. Utilities that are covered by the landlord within rent will be treated as rent.

Program administrators shall determine the duration and amount of rental assistance provided to eligible households based on application information, monthly rent and utilities due, and amount in arrears. This duration and assistance amount will be designed to ensure households are provided with the maximum benefit possible. Prospective rent and utility assistance will be provided up to a maximum of 3 months at a time, before recertification of income and/or reapplication is required, for a period not to exceed 12 months except that the County may provide assistance for an additional 3 months only if

necessary to ensure housing stability for a household subject to availability of funds. Rental and utility arrears may be paid in full.

Terms of Assistance

Rental or utility assistance will include:

- a. Monthly Payment made on behalf of eligible household to landlord/property management agent or utility provider for 3 months' rent and utilities up to a maximum of 12 months; or
- b. Monthly Arrears Payment made on behalf of eligible household to landlord/property management agent or utility provider for rent or utilities accrued after March 13, 2020; or
- c. Monthly payment combination of items a. and b. made on behalf of eligible household to landlord/property management agent or utility provider.

Three months supplemental assistance may be provided to ensure housing stability for a household after the initial 12-month period. The County Special Case Panel (SCP) (see definition below at page 16) must review and approve each case of supplemental assistance.

Emergency rental assistance will not be paid directly to households except in cases where the landlord does not agree to participate in the program. *The U.S. Treasury directs that the County must make reasonable efforts to obtain the cooperation of landlords and utility providers to accept payments from the ERA program. Outreach will be considered complete if a request for participation is sent in writing, by certified mail, to the landlord or utility provider, and the addressee does not respond to the request within 21 calendar days after mailing; or, if the grantee has made at least three attempts by phone or email over a 21 calendar-day period to request the landlord or utility provider's participation. All efforts must be documented. The cost of the mailing would be an eligible administrative cost.* The payments will be made by Richland County to the bona fide landlord/property management agent or company.

After all reasonable efforts have failed to obtain the cooperation of the landlord and/or utility provider, the County shall make payments directly to the household following the payment process found in Step 3: Approval and Payment below.

Utility payments will be made by Richland County directly to the respective utility company. Emergency rental assistance shall be paid by the date specified on the current lease agreement. The emergency rental assistance program will log all payments made on behalf of eligible households.

Applications

Applicants

An applicant may be either a renter or landlord.

Applicant shall provide the following information to be considered as an eligible household:

1. Name and contact information.
2. Address – An applicant household must reside in a rental property located within the geographical boundaries of Richland County.
3. Status – renter or landlord.
4. Household Income – must be below 80% AMI.

5. Rental payment status – In arrears or prospective?
6. Impact of Covid-19 – Is there economic hardship? How?

Eligibility

Household

A Household is defined as one or more individuals who are obligated to pay rent on a residential dwelling. The occupants may be a single family, one person living alone, two or more families living together, or any other group of persons who share living arrangements. Therefore, household occupant information must include, at a minimum, the following:

1. Full names and ages of all occupants (whether related or unrelated) living in the residence; and
2. Signature of the primary applicant(s), certifying that the information provided related to the annual household income and occupants is correct[BP2].

The term “eligible household” means a household of 1 or more individuals who are obligated to pay rent on a residential dwelling and:

1. One or more individuals within the household has
 - a. qualified for unemployment benefits or
 - b. experienced a reduction in household income, incurred significant costs, or experienced other financial hardship due, directly or indirectly, to the novel coronavirus disease (COVID–19) outbreak, which the applicant shall attest in writing; and
2. One or more individuals within the household can demonstrate a risk of experiencing homelessness or housing instability, which may include—
 - a. a past due utility or rent notice or eviction notice;
 - b. unsafe or unhealthy living conditions; or
 - c. any other evidence of such risk, as determined by the eligible grantee involved; and
3. The household has a household income that is not more than 80 percent of the area median income for the household.

Occupancy

Applicant must provide proof of occupancy.

All occupancy documentation must show services were provided anytime during the billing period of the COVID-19 pandemic period beginning March 13, 2020-to present, in the applicant or co-applicant's name, and the subject address.

Acceptable proof includes:

1. Copy of electric, gas, or water bill. The bill must confirm that service was provided anytime during the billing period of the pandemic, beginning March 13, 2020 to present; or
2. Letter from electric, gas, or water company. The letter must confirm that service was provided during the billing period of the pandemic; or
3. Other qualified documents may be presented for consideration of proof of occupancy, which include but are not limited to a voter registration card from the time of the pandemic or a driver’s license from the time of the pandemic.

Economic Hardship

Applicant households must submit documentation confirming economic hardship due to the COVID-19 pandemic. Acceptable documentation sources are:

1. If workplace closure or reduced hours due to COVID-19, including lay-off, termination, loss of working hours, income reduction resulting from business closure or other employer economic impacts of COVID-19:
 - A copy of household member(s) notification of job loss/termination from employer during the eligible pandemic period (March 13, 2020 to present); or
 - A copy of household member(s) notification of furlough from employer during the eligible pandemic period (March 13, 2020 to present); or
 - A copy of household member(s) notification confirming reduction in hours and/or pay during the eligible pandemic period (March 13, 2020 to present); or
 - A copy of household member(s) application during the eligible pandemic period (March 13, 2020 to present) and/or approval for Unemployment Insurance benefits; or
 - A signed self-certification that includes the name of the household member who is self-employed, the name and nature of the business, and narrative confirming economic impact on self-employment during eligible pandemic period (March 13, 2020 to present).
2. Documentation of sickness with COVID-19 or caring for a household or family member who is sick with COVID-19;
3. Documentation of extraordinary out-of-pocket childcare expenses due to school closures, medical expenses, or health care expenditures stemming from COVID-19 infection of the tenant or a member of the tenant's household who is ill with COVID-19;
4. Documentation of compliance with a recommendation from a government health authority to stay home, self-quarantine, or avoid congregating with others during the state of emergency;
5. Documentation of Reasonable expenditures stemming from government ordered emergency measures; and
6. Documentation of any additional factors relevant to the tenant's reduction in income as a result of the COVID-19 emergency.

Duplication of Benefits

The statute creating the ERA Program requires that ERA payments not be duplicative of any other federally funded rental assistance provided to an eligible household. All applicants must provide a signed self-certification (electronic accepted) that includes the names of household members and a narrative confirming that no other federal rental assistance has been received during the eligible pandemic period (March 13, 2020 to present). The program may verify the accuracy of all self-certifications.

WARNING: ANY PERSON WHO KNOWINGLY MAKES A FALSE CLAIM OR STATEMENT MAY BE SUBJECT TO CIVIL OR CRIMINAL PENALTIES UNDER 18 U.S.C. 287, 1001 AND 31 U.S.C 3729. [BP3]

Income Determination

Income is determined in each household in 2 possible ways (household income):

1. The household's total income for calendar year 2020, as determined using the adjusted gross income (AGI) as defined for purposes of reporting under the IRS Form 1040 series for individual Federal annual income tax purposes, or
2. Sufficient confirmation, as determined by the Secretary of the Treasury, of the household's monthly income at the time of application for such assistance.
 - a. County will consider all income received in the two months prior to application

- b. Applicant using the monthly income method must provide self-certification of their income amounts in addition to any other income documentation available.
- c. For household incomes determined using this method, income eligibility must be reconsidered every 3 months. Households may reapply for additional assistance at the end of the three-month period, if needed, and if the overall time limit for assistance is not exceeded.

To determine program eligibility, all sources of income for each household member over the age of 18 and the exact amounts earned from each income source must be accurately documented through one of the methods described above. The primary applicant(s) are also required to certify by signature that the information provided regarding household members is correct. The primary applicant is responsible to provide this documentation as part of eligibility consideration.

Eligible households must be at or below the 80% of area median income (AMI) or “Low Income” limits for confirmed household size, and priority will be given to those applicants at or below 50% of AMI or “Very Low.” See chart below.

Annual Income Limits

2020 MAXIMUM TOTAL HOUSEHOLD INCOME LIMITS
Effective April 1, 2020 for Richland County, SC

Family Size	Extremely Low Income	Very Low Income	Low Income
	Equal to or less than 30% of Area Median (\$)	31% to 50% of Area Median (\$)	51% to 80% of Area Median (\$)
1	15,300	24,450	40,700
2	17,450	29,050	46,500
3	21,720	32,700	52,300
4	26,200	36,300	58,100
5	30,680	39,250	62,750
6	35,160	42,150	67,400
7	39,640	45,050	72,050
8	44,120	47,950	76,700

Data Source: <https://www.huduser.gov/portal/datasets/il/il2020/2020summary.odn>

Priority Assistance

Renter households that qualify as very low income (less than 50% AMI) and/or households in which one or more member is unemployed and has been unemployed for 90 days will be given priority. The program will disburse funds on a rolling weekly basis. At the time of disbursement, recipients that are very low income and/or households in which one or more member is unemployed and has been unemployed for 90 days will have their funds disbursed first. Remaining funds will then be disbursed to qualified low income applicants.

Implementation Procedures

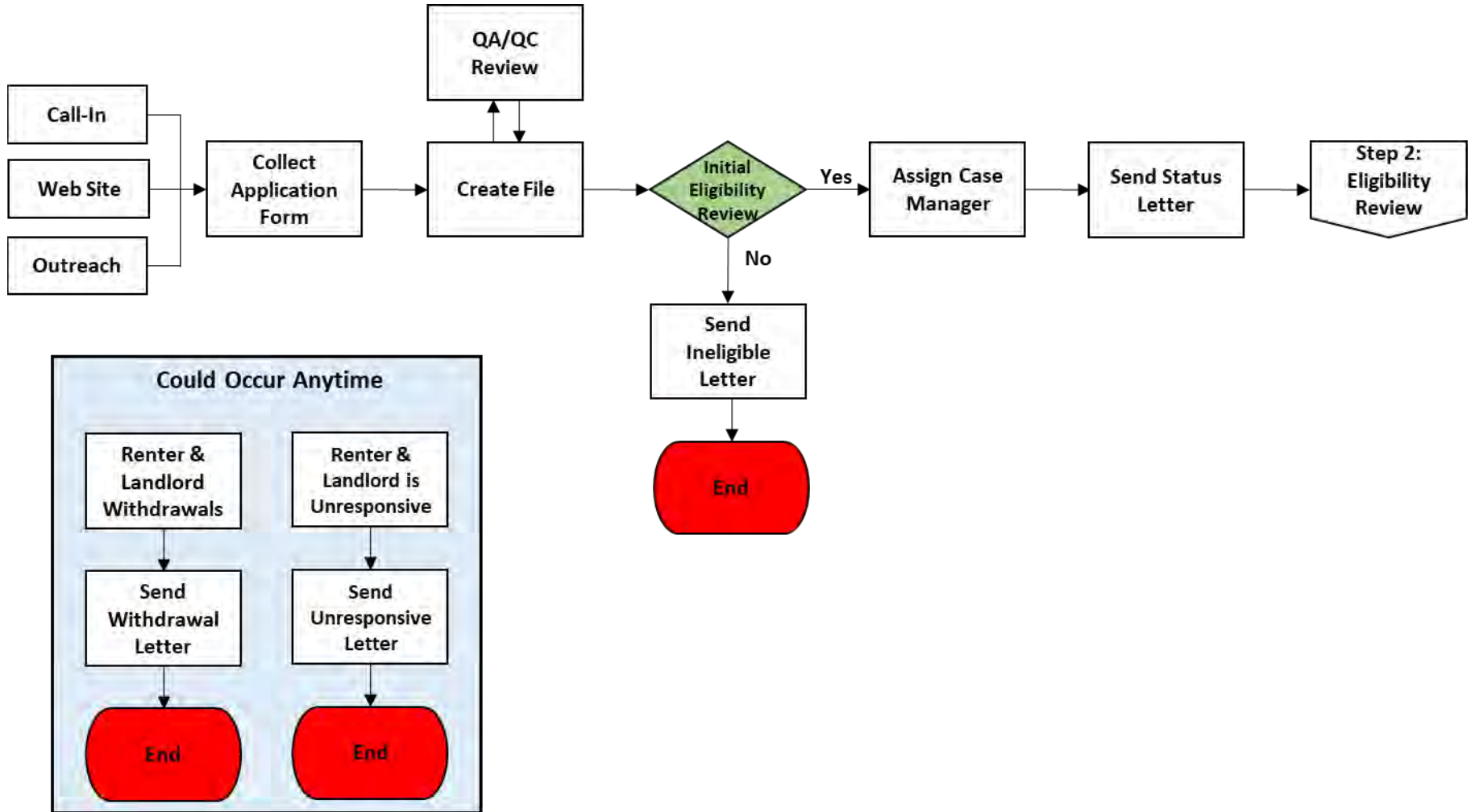
Richland County recognizes the immediacy of the COVID-19 crisis and will automate as much of the ERA program as possible. This will help ensure eligible applicants receive the assistance they need as promptly as possible.

Richland County will identify and utilize the appropriate information management system, which will provide efficiency and effectiveness in both application processing, and compliance with all federal/state/local program regulatory requisites.

Prior to starting the intake phase of the program, Richland County will develop and implement a public information campaign to notify and educate potential applicants that a program exists, the eligibility requirements, and how and when County residents and their landlords [BP4] can apply.

Richland County will follow a three-step process to implement the program:

Step 1: Intake



Intake Policy

The purpose of the intake phase is to collect applications, required documents, and forms from applicants (tenants and landlords). The full intake phase will allow for the applicant to submit all required and relevant documentation to establish eligibility for funding and determine an award amount. Once an applicant has submitted all required documentation and forms, a case manager will be assigned to the application and a confirmation notice will be sent to the applicant. Intake specialists will respond to inquiries and assist applicants with completion of the applications either via phone, email, and if necessary, regular mail.

The ERA program will include safeguards for the protection of personally identifiable information (PII) for all applicants. All staff members who process application information are trained in dealing with PII. Applications, documents, and forms will be stored in the system of record and can only be accessed by staff members.

Procedures

Applicants will be able to submit an application in the following ways:

1. Online on the Richland County website (<http://www.richlandcountysc.gov/>)
 - a. A program & application link will be established on the website.
2. Via phone: A telephone hotline will be established for assistance in submitting an application. The hotline number will be promoted on all outreach efforts.
 - a. The hotline will allow the prospective applicant to speak directly with an intake staff member.

Application Status

All applicant information will be entered into the system at the time of application. Applicant household's initial eligibility for emergency rental assistance will be determined upon first consultation, but the County will not move forward with submission of a completed application until all required information and documents are provided. After the application is complete and submitted, program staff will review application information and provide an eligibility determination as quickly as is practicable. All applicant household's information and supporting documentation will be recorded in the system to demonstrate eligibility/ineligibility for this program.

Richland County will ensure timely communication of application status to those who have submitted applications. An auto-generated notice will be sent to each applicant if the application is incomplete and documents or forms are still needed to be submitted to complete the intake phase. Only after all required documents and forms have been submitted by the applicant will a case manager be assigned to the application to verify program eligibility. At this time, an auto-generated notice will be sent to the applicant that their application is complete and will be reviewed for program eligibility.

While the program application process will be paperless, ERA program personnel in the ERA Center will aid persons who might have difficulty using or accessing the internet with a wide range of methods available.

Initial Eligibility Review

The Richland County information management system, will conduct an automatic review of the application and ensure applicant is in preliminary compliance with the following:

- Rental location is within the geographical boundaries of Richland County.
- Self-reported income is within program eligibility limitations.
- Applicant is either a Renter or Landlord of record.
- Applicant certifies they have been financially impacted by COVID-19 which has negatively impacted their ability to make rental and/or utility payments.

An approved applicant file shall contain all submitted information and documentation necessary to meet all required eligibility criteria and contain completed forms, documentation, and necessary information for all members of an applicant household. Once the verification process is completed and if basic applicant eligibility is established, the **Lead Eligibility Specialist [BP5]** will approve the pre-application in the Richland County Information System and an email will be generated to the applicant. This email will notify the applicant of their initial eligibility and include:

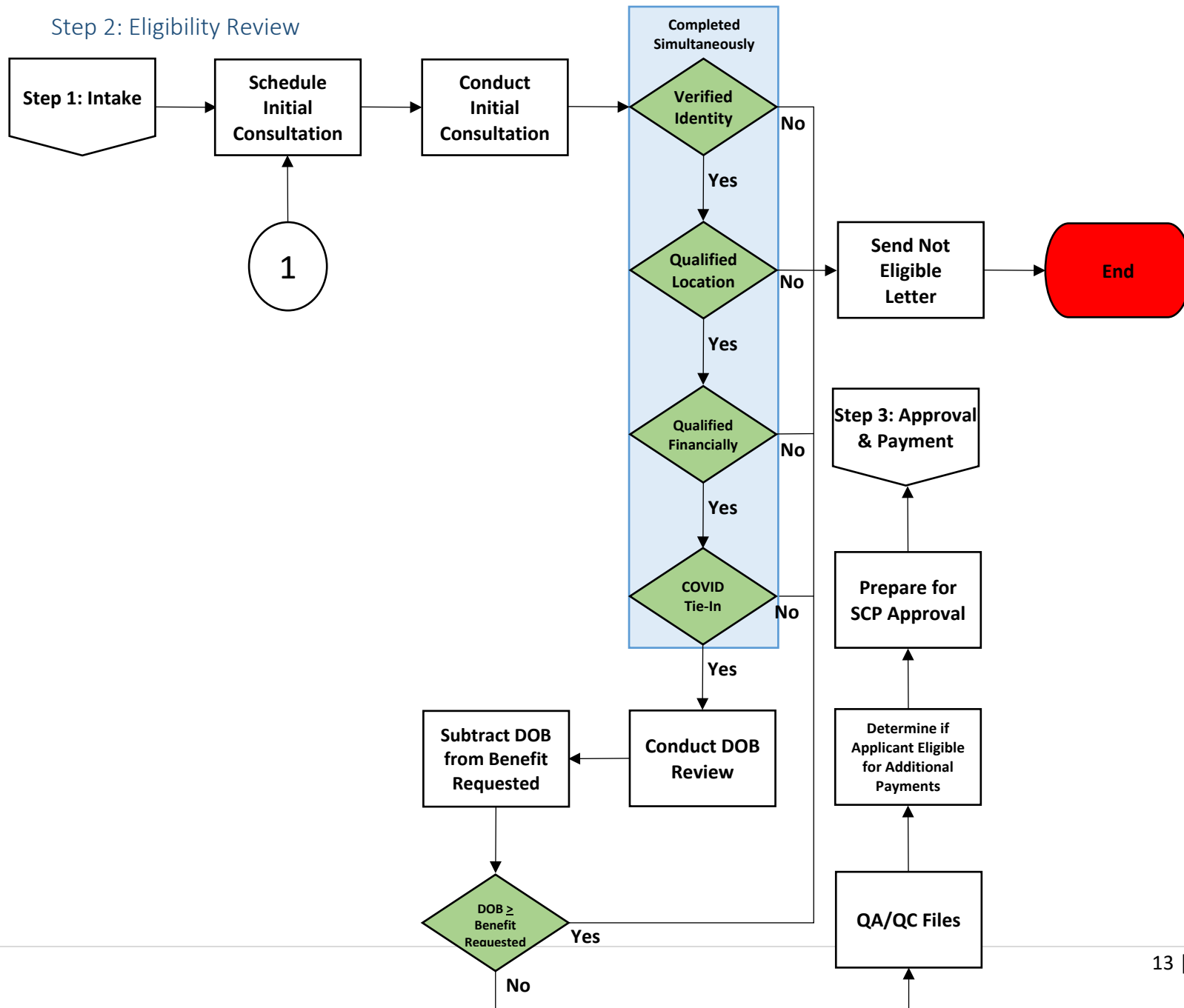
1. Applicant Username.
2. Temporary Password.
3. Website link to their specific application.
4. The program hotline number and any associated program personnel identification.
5. The Program Manager's contact information:
 - Michael King – 803-731-8363 - King.Michael@richlandcountysc.gov

If the applicant does not have email and/or internet access, program personnel will contact the applicant at the phone number(s) they provided and will provide documentation with the above-mentioned information follow-up via U.S. Mail.

Applicants who do not qualify for assistance will be notified via phone at the number(s) they provided and will be sent a follow-up denial letter via U.S. Mail, which will cite the specific basis for the denial.

- a) A denied applicant system file shall contain all submitted information and documentation, as well as the reason for denial (ex: over income limits, incomplete information, reside outside Richland County).
- b) The denial letter will also provide the applicant the process for appealing the denial and any other available information regarding additional and/or supplemental assistance resources.

Step 2: Eligibility Review



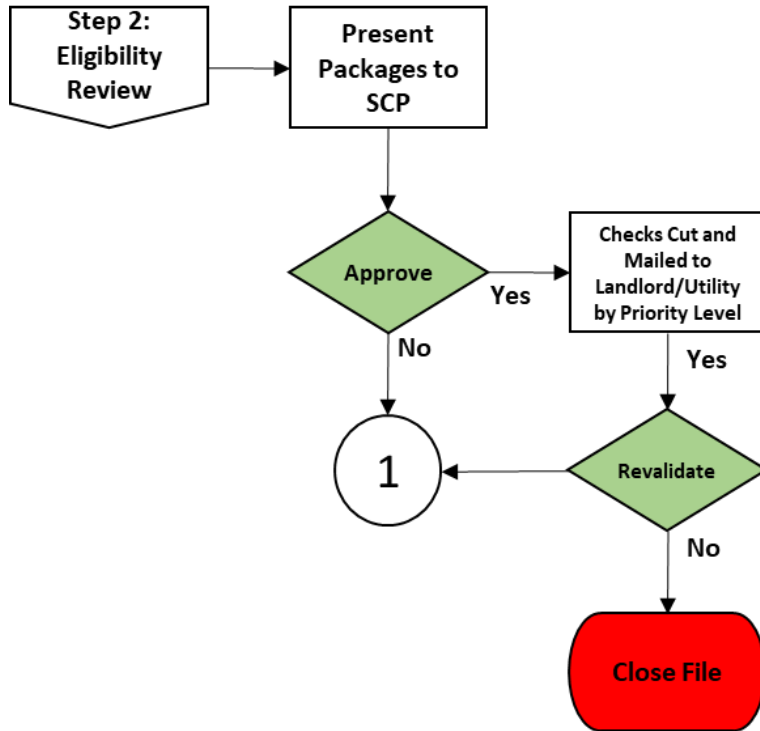
This section outlines the procedure to apply the eligibility requirements from the CAA as laid out in the statute and in the eligibility section of this document.

The following are threshold requirements, which must be met in order for an applicant to be eligible for assistance. Eligibility does not assure assistance, since it is expected that there will be more eligible applicants than can be served with available funds. In each given week that funds are not available to serve all eligible applicants, renter households that qualify as very low income (less than 50% AMI) and/or households in which one or more member is unemployed and has been unemployed for 90 days will have their funds disbursed first.

Eligibility Review Procedure

1. After the initial eligibility review is completed, the assigned case manager will begin the formal eligibility review process:
2. During the formal eligibility review process the case manager will verify:
 - a. Identity of applicant;
 - b. Eligible location of residence;
 - c. Income Qualification[BP6]; and
 - d. Negative Impact from COVID-19.
3. Applicants who do not qualify for assistance after the formal eligibility review process will be notified via email or mail which will cite the specific basis for the denial.
 - a. The denial letter will also provide the applicant the process for appealing the denial and any other available information regarding additional and/or supplemental assistance resources.
4. After eligibility is verified, case manager will conduct a duplication of benefits analysis, based on self-certifications from the applicant.
 - a. Once the duplication of benefits analysis is completed and the applicant still has identified unmet needs, the case manager will recommend the applicant for approval and will identify the eligible amount for rent and for each eligible utility.
 - b. The case manager will mark the file for revalidation in 2.5 months until the applicant reaches their 12-month payment limit.
 - c. If the applicant reaches their 12-month payment limit, the case manager can recommend an additional three months of payments if the case manager can verify that not extending the rental assistance by three additional months would cause a housing instability for the household.
5. The file is then reviewed by the case manager's team leader, verified, and submitted for approval by the SCP.
6. The Eligibility Manager will prepare and maintain an up to date project spreadsheet which will provide information on all applications recommended for SCP review and approval. The Eligibility Manager will ensure the spreadsheet does not contain applicant PII prior to submission to the SCP for batch approval.

Step 3: Approval and Payment



Payment Procedure

1. The SCP will review the spreadsheet submitted for approval. The spreadsheet will contain:
 - a. Case number;
 - b. Verified size of Household;
 - c. Verified household Income;
 - d. Level of income;
 - e. If the household has one or more members is unemployed and has been unemployed for 90 days;
 - f. Negative impact from COVID;
 - g. Amount of rental assistance;
 - h. Amount of utility assistance;
 - i. Duplication of Benefits findings; and
 - j. Combined number of months of assistance provided.
2. The SCP will approve or disapprove each application. The SCP may batch approve if no objection is raised by a member of the SCP.
3. For those applications not approved by the SCP, the application will go back to the case manager to address whatever issues the SCP raised.
4. For those applications approved, the spreadsheet will go back to the Eligibility Manager. The Eligibility Manager will provide the required data to the Richland County Finance Department in order for checks to be issued to the respective landlords and utilities. The Eligibility Manager will submit the spreadsheet with a completed request for payment form to Richland County Budget and Grants Management for payment by the County.

Each week, Richland County Finance will provide the Eligibility Manager with a list of the payments made on behalf of the household and to whom the payment was made.

Program Oversight

Oversight Committee Policy

The Richland County ERA Program Oversight Committee will provide policy and overall program oversight of the Richland County ERA Program.

The Oversight Committee will review the following:

- Any proposed changes to the ERA Program Policy & Procedures (P&P) Manual;
- Any matter that must go to the County Administrator or Council to include contracts and change orders;
- Any appeals from actions taken by the Special Case Panel (SCP); and
- Program status reports.

Policy Scope

This policy is applicable to all ongoing activities of Richland County ERA Program as detailed in ERA P&P Manual Guidebook.

Procedures

The Oversight Committee will consist of an Assistant County Administrator (Chair), Director of Community Planning & Development, and the Local Disaster Recovery Manager (LDRM). It will meet as the chair requires.

Special Case Panel Policy

The Richland County ERA Program will consider and respond to citizen concerns, suggestions, requests and other issues pertaining to its ERA program by using a Special Case Panel (SCP).

The SCP must review the following:

- Any requested action outside of the current policies and procedures;
- Approvals of applications recommended for approval by the eligibility manager.

Policy Scope

This policy is applicable to all ongoing activities of Richland County ERA Program as detailed in the Richland County ERA Program Policy & Procedures Manual.

Procedures

The SCP will consist of the Director of Community Planning & Development (Chair), the Local Disaster Recovery Manager (LDRM), and the Director of GCS. It will follow the process detailed in ERA Citizen Concerns, Requests, Suggestions, and Appeals Policy. As stated in ERA Program Citizen Concerns, Requests, Suggestions, and Appeals Policy, a decision memorandum or equivalent will set forth the Panel's findings on each matter it considers.

Appeals

Richland County will utilize the model established for the Advisory Committee and the Special Case Panel for the ERA Programs as is utilized for the Richland County CDBG-DR program for Appeals.

Citizen Concerns, Requests, Suggestions, and Appeals Policy

During the activities of the ERA Program, many decisions will be made involving each application. These decisions will be made based on Richland County's interpretation of:

1. Applicable federal and state statutes,
2. The Code of Federal Regulations,
3. State and local codes and ordinances,
4. Local guidelines, and
5. The Richland County ERA Program Policies & Procedures Manual.

During these Program activities and decisions, it is possible that citizens may wish to present a concern, suggestion or request related to the Program and/or one or more of its decisions. In addition, once they receive a response to their issue, they may believe they have a legitimate reason to appeal that response. To allow for such circumstances, Richland County will allow citizens to submit their issues for consideration through the SCP. The aim of the County will be to always attempt to resolve such issues in a manner that is both sensitive to the citizen's needs and achieves a result fully compliant with all applicable laws, regulations, and local codes and ordinances. The goal of the County and SCP are to provide:

1. An opportunity for citizens to receive a response to and/or resolve their issues in a timely manner, usually within fifteen (15) business days, if feasible, and
2. The right for citizens who participate in this process to appeal adverse program decisions, which involve:
 - a. An eligibility and/or priority determination or
 - b. Special circumstances where citizens have a demonstrable hardship.

Citizens may submit a written concern, suggestion, appeal or request by email at

King.Michael@richlandcountysc.gov or by postal mail to: Richland County Disaster Recovery, Assistant Director King, 1410 Laurens Street, Columbia, SC 29204.

A citizen's right and process for appealing a response will be provided in a written response to each citizen who submits a concern, suggestion, or request.

Policy Scope

This policy is applicable to all ongoing activities of Richland County ERA Program as detailed in this Policy and Procedure Manual.

Procedures

The procedures for this policy are as follows:

1. Notice of citizen's right to convey a concern, suggestion, or request; the right to appeal a decision response; and the process for conveying a concern, suggestion or request, or starting an appeal, will be made available to all citizen applicants of the ERA Program, and posted on the website.
2. The SCP will consist of the Director of Community Planning & Development (Chair), the Local Disaster Recovery Manager (LDRM), and the Flood Plain Manager;
3. Citizens may choose to convey their concerns, suggestions, and requests:

- a. Informally through a verbal conversation with their case manager, or
- b. Formerly using a written or electronic document, which is emailed or postal mailed to the ERA Program.

Complaints/Concerns/Suggestions/Requests may be submitted in the following ways:

Mail:

Richland County Disaster Recovery
 Attn: Assistant Director King
 1410 Laurens Street
 Columbia, SC 29204

Email: King.Michael@richlandcountysc.gov

Phone: 803-731-8362

4. The ERA Program Manager will review all concerns, suggestions, requests, and appeals and decide if the issue can be resolved without further scrutiny or if it should be escalated to the SCP.
5. The SCP will receive and review all citizen concerns, suggestions, and requests forwarded by the ERA Program Manager at its weekly meeting at the Richland County Administration Building.
6. The SCP will attempt to resolve each citizen's issue and/or provide them with a decision response in a timely manner, usually within fifteen (15) business days of hearing the issue, if feasible.
7. When considering citizen concerns, suggestions and requests, the SCP will utilize the following process:
 - a. All SCP members will review information provided by each citizen to ensure they fully understand all aspects of the citizen's issue and viewpoints;
 - b. All SCP members will review all policies, if any, relevant to the citizen's issue and viewpoints and any other related information provided by the ERA Program Manager;
 - c. The SCP will meet to weigh each citizen's issue, viewpoints, policy implications, the ERA Program Manager and Legal Counsel's analysis, if any, and make a decision by majority vote;
 - d. The ERA Program Manager or designee will document each SCP meeting, decision and rationale in a Decision Memorandum and send it to the Community Planning & Development Director for his review and approval; and
 - e. Once the SCP decision has been approved, the ERA Program Manager or designee will communicate the decision in a response to each citizen, inform them of their right to appeal, and fully explain the appeal process.
8. Citizens will be informed that they have the right to appeal the decision of the SCP if they have reason to believe their case was not handled according to applicable law, regulations, Program policy or if they have new information, which has an impact on the case. This appeal should be sent to the ERA Program Manager via email or postal mail using the same communication information provided above within 10 business days of the date of denial. The ERA Program Manager will forward all appeals and the associated case folders to the ERA Oversight Committee. The goal of the ERA Oversight Committee will be to decide on the appeal and respond to the citizen in a timely manner, usually within fifteen (15) business days of receipt of the appeal, if feasible.
 - a. The ERA Oversight Committee will consist of an Assistant County Administrator (Chair), the Director of Community Planning & Development, and the Local Disaster Recovery Manager (LDRM).
9. The ERA Oversight Committee's decision is final.

10. The ERA Program Manager and/or assignee will maintain case files on all citizen concerns, suggestions, and requests to include the date input was received/case opened, citizen name, input summary, follow up activities, a reference to the Decision Memorandum for the case and the date the case was closed.

Disclosures

Conflict of Interest

No COVID-19 ERA funding will be provided to any member of the governing body of Richland County, nor any designee of the County or the operating agency who is in a decision making capacity in connection with the administration of this program; no member of the above organizations shall have any interest, direct or indirect, in the proceeds from a grant from this program.

RICHLAND COUNTY, SOUTH CAROLINA
TASK ORDER No. 26-2020-RichlandCo

CHANGE ORDER
AUTHORIZATION No. 2
Effective date: February 23, 2021

In accordance with **TASK ORDER No. 26-2020-RichlandCo** dated April 13, 2020 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: Assistant Local Disaster Recovery Manager
October/2015 Severe Storm and Flooding/COVID19

The Task Order is amended as follows:

SCOPE OF SERVICES:

Add: In addition to the scope of services outlined in Change Order No. 1, the County and Tetra Tech agree that Tetra Tech will provide Emergency Rental Assistance Program (ERAP) services described in the scope of work attached hereto as **Exhibit A2**.

PROJECT SCHEDULE/TIMELINE:

The new Period of Performance for the ERAP will end on December 31, 2021. 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 \$1,122,727.00 from \$495,794.00 to \$1,618,521.00.


The cost is based on Tetra Tech’s current understanding of the project requirements and best estimates of level of effort required to perform the basic services and may be subject to change upon agreement between Richland County and Tetra Tech. The fee for the services for this task order will be based on the actual hours of services furnished multiplied by Tetra Tech’s hourly rates 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** for Consulting and Representation Services - Disaster Recovery.

All other terms of **TASK ORDER No. 26-2020-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

Signature: _____
Name: _____

Title: Business Unit President

Title: _____

Date: February 18, 2021

Date: _____

EXHIBIT A2

Richland County, South Carolina Assistant Local Disaster Recovery Manager SECOND Change Order Request

I. SCOPE OF SERVICES

Tetra Tech, Inc. (“Tetra Tech”) is prepared to begin work immediately upon Notice to Proceed from Richland County, South Carolina (“the County”). Tetra Tech has an established project team that is prepared to engage with the County in a combination of settings either on-site at County offices or through remote platforms such as Microsoft Teams, Cisco WebEx, Zoom, etc.

Task 1: Kickoff Meeting & Project Work Plan

As an initial step upon Notice to Proceed, we will host a kickoff meeting between the Tetra Tech team (composed of senior Tetra Tech staff and project personnel) and County staff. Topics to be discussed in the kickoff meeting and memorialized in a project work plan will include the following:

- Program administration requirements and processes
- Organizational reporting among staff from Tetra Tech and the County
- Timeline of key events (e.g., assignment of Tetra Tech staff, timing for initial meetings, reporting schedules, etc.)
- Contact information for key Tetra Tech, County, and other agency staff
- Reporting and information requirements of Tetra Tech’s work efforts and progress to the County
- Templates of critical forms to provide consistency across the program
- Process flow and approvals of documents between Tetra Tech and the County
- Identifying protocols to track and resolve issues or problems
- Information to be included in Tetra Tech’s status reports to the County regarding recent project activity
- Maintenance of the status reports in an easy-to-access location for all parties to review
- Other information as specified by the County

Tetra Tech Work Plan

The Tetra Tech team will develop a project work plan detailing the following:

- Project method breakdown, sequence, and plan
- Project tasks and deliverables
- Project timeline and deliverable dates
- Responsibilities and organizational and reporting relationships of the Tetra Tech team to the County

Tetra Tech will submit the project work plan to the County within 5 business days of the kickoff meeting for review and approval.

Task 2: Assessment of Current Program & County Needs

As we begin operations, our project team will conduct an assessment to thoroughly understand any existing program by reviewing the following:

- Overview of current rental assistance program, if any
- Current rental situation in the County
- Estimate of applicants
- Low to moderate income (LMI) population centers
- Coordination with key stakeholders and partner nonprofit agencies
- Technology and website capabilities within the County

Throughout this process, Tetra Tech will work closely with the County to design and deliver a program that meets the program requirements with proven processes and procedures for similar federal grant programs. We will also work with the County to outline the details of administering the program based on the County's needs.

Tetra Tech anticipates implementing a 2-tiered approach to the application process:

- Online software systems where applicants log in to a secure system to provide program-required information and documentation. The software system is optimized for multiple types of devices so applicants can submit information easily from their phone, laptop, computer, or tablet.
- Technical support over the phone by specialists in our call center to assist applicants with submitting their information and documentation through the software system either by phone or computer.

The software system is specifically designed to manage the application process of federal grant programs. However, we know that not all applicants will have the ability and access to submit their information online.

Task 3: Implementation Plan – SOPs, Application Criteria, Eligibility, Financial Procedures, and Compliance

Following the assessment of the County's needs, Tetra Tech will work with County stakeholders to establish an Implementation Plan along with standard operating procedures (SOPs) for critical program elements, including application criteria, eligibility review standards, financial procedures, and compliance. These documents will be published, shared, and made available via online collaboration spaces to ensure that all team members are aligned throughout project execution.

The final program Implementation Plan and SOPs will be designed to integrate seamlessly with intake software. Tetra Tech is partnering with **Neighborly Software** to stand up and maintain the application system through the application period. The Implementation Plan, SOPs, and application software will address the program requirements described below.

Application Software Tools

We will utilize the Neighborly Software platform to expedite the pre-screening, eligibility, and approval process. These tools will verify duplication of benefits, reduce application fraud, and focus on overall program compliance.

Financial Procedures

We anticipate that Emergency Rental Assistance Program (ERAP) will evolve, and program requirements will change as supplemental guidance is released. Our team is prepared for this scenario and is building our systems to quickly adapt to financial and documentation requirements.

SOP Updates

As the program evolves and new program requirements and guidance are released, we will modify programmatic SOPs and other procedures to mitigate risk of noncompliance. We anticipate that the U.S. Treasury will issue subsequent guidance document(s) to further clarify the program.

Examples of supplemental requirements include GrantSolutions requirements for quarterly reporting, interim reports, and the U.S. Treasury Office of Inspector General (OIG) auditor reviews. Our team will coordinate with the County to ensure that the financial recording, disbursement, and reporting procedures are adequately tracked and monitored.

Principles of Compliance

Tetra Tech's compliance program is built around four primary principles. Our strict adherence to these principles results in projects progressing smoothly, on schedule, and on budget.

- **Staffing, Training, and Development.** We ensure that the project is staffed with personnel who are well qualified and trained to perform the work at hand, including a strong mix of senior and junior personnel (depending on the task requested).
- **Standard Operating Procedures.** SOPs are the foundation of Tetra Tech's compliance activities. We have developed our processes to ensure consistent application of grant management activities and allow for new staff to quickly be integrated into a program.

- **Quality Audits.** Quality audits are performed by an objective senior quality control manager who is not directly associated with the project. Elements of the audit include ensuring that the proper staff are assigned to the project, key risk items are identified and mitigated, and SOPs have been implemented to ensure consistency and quality.
- **Senior Management Oversight.** As part of this process, our senior personnel will review and report on project activity to the County to ensure that work is progressing according to the agreed standards.

Task 4: Software Customization, Call Center and Intake Setup

This task involves using the information gathered in Tasks 1 and 2 to customize the Neighborly Software to address the unique needs of the County. Customization of the software will be mutually agreed upon prior to performing any such modifications to the program and a minimum of 7-14 days are required for initial software modifications prior to program launch.

Tetra Tech will establish a call center and case management center to house Tetra Tech staff working on the project and will outfit the space with furnishings, computers, and internet capabilities to serve the project. As part of this task, we will also onboard and train the needed staff to serve the project at start-up. Tetra Tech will not be responsible for providing continuous on-site staffing but will provide ongoing coordination and technical assistance remotely to our County and/or non-profit partners. As is typical in these types of projects, staffing levels will be greatest on the day applicant intake begins.

Task 5: Public Information & Press Releases

Public information campaigns are critical to the success of the County's ERAP. Tetra Tech will provide template press releases for the County to share transparent, informative, and helpful details with the County residents. This information will include program overviews, eligibility criteria, application details, important dates, and contact information for additional information.

We plan to implement a program with a maximum 90-day application window to increase turnaround time and meet the spending requirements of the grant.

Task 6: Online Application System Launch

The online application system is designed to make intake as simple and efficient as possible for applicants. Residents can submit their application, upload documentation, and check their case status using the Neighborly Software system.

Neighborly Software has customizable forms that capture the information and documentation requirements of this grant program, including:

- Rental property information
- Personal identification information of both the landlord and the tenant
- Income information
- Banking information

This information must be kept secure per federal requirements. All applicant data captured with the Neighborly Software system is stored in US FedRAMP-certified Microsoft data centers.

Task 7: Call Center for Program Q&A

Many ERAP applicants will be navigating federal funding for the first time, and Tetra Tech professionals will be available to help residents through the application process. We project that County residents will have the most questions during the first few weeks of the program process, and we will be there to support your residents during this critical time. The call center will remain open for the full period of performance with an expected intake period of 90 working days for maximum call center staffing.

Tetra Tech will coordinate a call center for program applicants to contact with questions. Call center staff will be available to direct applicants to the online application system, answer questions about the program, and provide clarifications during the application intake period. Our goal is to help as many applicants as possible remotely over

the phone. Trained staff and our innovative software system will allow us to help many applicants via the call center.

Task 8: Data Management and Reporting

Given our extensive grant management work, we have embraced technology and routinely design and implement complex data collection and reporting tools. Tetra Tech can design and implement data collection technologies that allow for real-time tracking and dashboard reporting for the County. These typically include:

- **Periodic Reports.** At intervals determined appropriate by the County (generally weekly, monthly, or quarterly), we will submit reports summarizing activities during the reporting period to include production, quality, staffing, or any other metric or criteria deemed necessary.
- **Data Management.** Tetra Tech customizes data management tools so that the review and analysis of the data and preparation of tables and graphs are as automated as possible.
- **Final Reports.** The final report will capture the lessons learned and serve as a final accounting of the performance in program delivery.

Task 9: Eligibility Team Reviews

After the online application system is launched, the Tetra Tech eligibility team will begin the detailed vetting and follow-up process required to process applications. This team will provide reasonable effort to resolve cases lacking income documentation, other required documentation or information required to complete the application for the purpose of review and approval or denial. The Tetra Tech project team will follow up with applicants who submitted incomplete applications to be able to determine applicant eligibility.

Task 10: Targeted Community Outreach Begins

Similar to the public information campaigns in Task 5, this task is designed to engage applicants by beginning a public outreach campaign after the program has launched. Tetra Tech will reach a broader audience that includes both existing and potential applicants.

Our team has routinely worked on disaster recovery housing programs where success hinges on the ability of the program to reach into the community. Our strategy includes:

1. Partnerships with existing rental assistance service providers
2. Coordination with community groups and faith-based organizations
3. Web options
4. County application sites
5. Clear messaging
6. Exceptional customer service and customer care

Task 11: Rental Assistance Funds Disbursed

Tetra Tech anticipates the program will be administered in two phases:

Phase 1 – Immediate Needs

During this phase of the project, Tetra Tech recommends prioritizing applicants based on immediate needs. The immediate needs applicants will be identified jointly by the County and Tetra Tech based on criteria developed post-award.

Phase 2 – Additional Assistance

If there are funds available after the first phase of the program, Tetra Tech will re-certify applicants or intake new applicants and provide an additional quarter of rental assistance based on eligibility and program funding.

Throughout the program, applicants will be prioritized based on the U.S. Treasury's income level requirements. Tetra Tech will continue to monitor application status to address each priority tier according to the income levels and adjust the program administration as needed to meet the required ratio of assistance.

Tetra Tech, in coordination with the County Finance Department staff, will work closely to complete batch/bulk processing application approvals and provide the payment file for check disbursement by the County.

Task 12: U.S. Treasury Reporting

The U.S. Treasury established quarterly cycle reporting requirements for the Coronavirus Relief Fund (CRF) program. We project the U.S. Treasury to institute a similar process through the GrantSolutions portal. Tetra Tech will work with the County to prepare documentation for the first cycle, which we anticipate will take place multiple times. Tetra Tech will follow the published guidance and upload required documentation to the GrantSolutions portal in coordination with the County.

Task 13: Final Report and Documentation Transfer

As the final deliverable provided by the Tetra Tech team, the final report will capture the lessons learned and serve as a final accounting of the performance in program delivery. The Tetra Tech team will begin compiling the documentation for the final report before the end of the contract period. This will ensure the team delivers a well-organized and insightful document that could serve as a roadmap for future successful projects. This approach is consistent with our “deliver with the end in mind” approach to program management.

Tetra Tech is prepared to assist the County with the transfer of documentation to County servers or cloud-based data storage for simple recall and access during U.S. Treasury OIG audits.

II. COST PROPOSAL

The proposed estimated not-to-exceed budget of **\$1,122,727.00** (~9% percent of County's ERAP grant from the U.S. Treasury) is based on Tetra Tech's current understanding of the project requirements and best estimates of level of effort required to perform the basic services and may be subject to change upon agreement between County and Tetra Tech. The fee for services under this task order will be based on:

1. An initial project start-up fee for set-up and unlimited licensed use of Neighborly Software's ERAP software for the duration of the project's period of performance; outfitting of a call center and a case management process center; onboarding and training call center and case management project staff for initiation of the project; project kickoff meeting; and development of a project Implementation Plan, including SOPs (services discussed in Tasks 1 through 4 above); and
2. Actual hours of services furnished multiplied by Tetra Tech's hourly rates during the project's period of performance.

Exhibit 1 provides the project start-up milestone payment amount. Exhibit 2 outlines the anticipated labor categories, hourly rates, and estimated hours for each labor category during project implementation.

Exhibit 1: Project Start-Up Milestone Payment [1]

Milestone Task	Payment Amount
Completion of Project Start-Up Task	\$53,120.00
Neighborly Software	\$113,162.00
Total	\$166,282.00

[1] The initial project start-up fee will be for set-up and unlimited licensed use of Neighborly Software's ERAP software for the duration of the project's period of performance; outfitting of a call center and a case management process center; onboarding and training call center and case management project staff for initiation of the project; project kickoff meeting; and development of a project Implementation Plan, including SOPs (i.e., services discussed in Tasks 1 through 4 above). County will be invoiced for the project start-up milestone payments upon completion of these tasks.

Exhibit 2: Estimated Cost Breakdown by Labor Category [2] [3] [4]

Labor Category	Hourly Rate	Estimated Hours	Estimated Total
Principal	\$240.00	72	\$17,280.00
Project Manager	\$175.00	720	\$126,000.00
Supervisor - Initial Verification	\$105.00	691	\$72,555.00
Supervisor - Recertification	\$105.00	230	\$24,150.00
Eligibility Specialist - Initial Verification	\$70.00	4330	\$303,100.00
Eligibility Specialist - Recertification	\$70.00	962	\$67,340.00
Intake Admin - Call Center	\$45.00	3897	\$175,365.00
Intake Admin	\$45.00	224	\$10,080.00
Quality Control Reviewer - Initial Verification	\$85.00	722	\$61,370.00
Quality Control Reviewer - Recertification	\$85.00	481	\$40,885.00
Data Analyst	\$90.00	288	\$25,920.00
Administrative Assistant	\$45.00	720	\$32,400.00
Estimated Total			\$956,445.00

[2] The above estimated level of effort and associated costs are based on available information and assumptions at the time the estimates were prepared and do not represent the actual cost of the project. The fee for services will be based on the actual hours of services furnished multiplied by Tetra Tech's hourly rates. Tetra Tech will monitor progress against the above not-to-exceed amount on a monthly basis and notify the County if variances between budgeted and actual expenditures begin to develop. If, during the performance of this work, it is determined additional funding is required in order to complete the project, Tetra Tech and the County will mutually agree on a new/revised estimated cost and Tetra Tech will not proceed without written authorization from an authorized representative of the County.

[3] Tetra Tech may in its discretion, use fewer hours of one labor category and more hours of another labor category or categories, so long as Tetra Tech does not exceed the estimated project budget. Eligibility Specialist staff will be responsible for the review or applicant files, responding to applicants regarding approvals, denials, and the need for additional documentation from applicants. Call Center staff will be responsible for addressing general calls by potential applicants and landlords regarding the Program

[4] The County will be invoiced monthly for hours expended during the prior calendar month. As supportive documentation, invoices will include timesheets with descriptions of services provided. Labor rates are fully burdened to include overhead, profit, and standard project expenses.

III. ASSUMPTIONS

This scope of services and cost are based on the following key assumptions and constraints. Deviations that arise during the project will be managed through a standard change control process.

- **Project Sponsor.** The County will assign a primary point of contact to serve as project sponsor to address administrative and functional issues.
- **Access to Personnel.** The County personnel will be readily available to provide support, grant timely access to systems and data, provide input to the program requirements, and participate in trainings and meetings.
- **Access to Materials.** Documentation pertinent to the execution of this project should be made available to Tetra Tech for review in electronic format within 3 business days of the request from Tetra Tech. Availability of the appropriate documentation is critical to obtaining the information required for the overall success of this program. Information presented will be accepted as factual. If information is not available to Tetra Tech upon request, the project tasks may be delayed.
- **Check Disbursements.** Tetra Tech assumes that the County will be responsible for the disbursement of funds. The County will have access to customized payment files for check printing and distribution.
- **U.S. Treasury Program Requirements.** Tetra Tech's scope and budget are based on providing services to meet the current U.S. Treasury ERAP program requirements. To the extent changes are made to the U.S. Treasury ERAP program requirements, such unforeseen circumstances may result in an increase to the project budget, and Tetra Tech and the County will mutually agree on a new/revised scope of work and cost if required due to U.S. Treasury's changes to the ERAP program.
- **Remote Work.** Tetra Tech will work remotely during the period of performance from Tetra Tech offices whenever possible.
- **Program Participation:** Tetra Tech's program management fees are based on an estimate of 1,144 eligible household applications reviewed by Tetra Tech. The expected fallout rate is approximately 40%.
- **Eligibility Determinations.** Tetra Tech cannot make final eligibility determinations. Only the grantee (County) can determine eligibility under the federal program requirements and guidelines. While Tetra Tech cannot guarantee any specific application is eligible to be paid for with federal funds received by the County, Tetra Tech will provide the County with an informed opinion regarding eligibility on each application based upon current guidance released by the U.S. Treasury. The County understands that the federal government determines what is eligible as guidance is being further refined for this unprecedented COVID-19 grant program. Tetra Tech, upon request by the County, will provide written explanation regarding any of Tetra Tech's opinions on the use of U.S. Treasury funds.
- **Deliverables.** Tetra Tech will comply with the federal and state privacy and data security laws. Tetra Tech will not disclose the deliverables relating to the services to a third party, including internal departments, without written approval by the County.

- **Methods.** Except as otherwise provided in the Agreement, the County acknowledges that during its performance under the Contract, Tetra Tech may use products, materials, and methodologies proprietary to Tetra Tech and its subcontractors, and the County agrees that it will have or obtain no rights in such proprietary products, materials, and methodologies except pursuant to a separate written agreement (if) executed by the parties.
- **Data Transfer.** At mutually agreed upon frequency or no later than the conclusion of the project, Tetra Tech will facilitate the transfer of data from the Shared Document Library containing relevant project documentation and communications that pertain to projects and programs and reconciled project costs.
- **Other Assistance Needed.** The budget presented is limited to the scope of work included in the Agreement. Should the County request additional assistance on activities related to grant management support, it should be requested through a contract amendment process. To the extent that the County requests additional consulting support beyond this scope and budget, Tetra Tech will provide a separate scope, timeline, and budget for the requested additional effort in a separate submission to the County for approval.
- **Redistribution of Funds.** To the extent that the U.S. Treasury redistributes unspent funds from other grantees to the County or additional allocations from future congressional actions, Tetra Tech will provide services to the County under a separate contract or amend this contract.
- **Federal/State Requests.** The County will forward requests from the U.S. Treasury expeditiously upon receiving the requests. Tetra Tech will respond to these requests on behalf of the County as directed.
- **Project Schedule.** Tetra Tech will work with the County to continue to refine the project schedule to monitor project progress and make mutually agreed upon adjustments as needed.
- **Duration of Work/Period of Performance.** The period of performance for the Call Center is 90 working days. The estimated project period of performance for this scope of work is through December 31, 2021. The period of performance may be extended upon approval by both parties, which may result in an increase in the project timeline and/or budget.
- **Fraud and Duplication of Benefit.** Tetra Tech is not responsible for fraudulent applications and will not be held financially liable for actual occurrences of fraud by applicants identified during the execution of the program or during audit. In addition, Tetra Tech cannot guarantee no duplication of benefits will occur if certain benefits are not reported as part of this program. Tetra Tech will work with the County to develop fraud and duplication of benefit deterrents (e.g., rules to be incorporated into the Neighborly Software).
- **Proposal.** This proposal is based on our current understanding of the project, and revisions are subject to mutual agreement on the final work scope/schedule and other technical/management requirements desired by the County. The final approved proposal will be part of the resulting Task Order or Purchase Order by reference or incorporated as an exhibit in its entirety.