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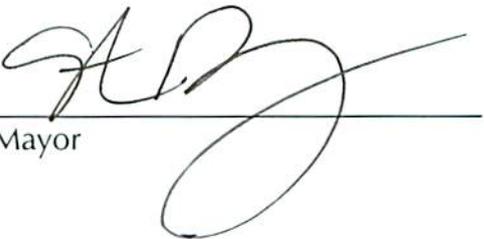
RESOLUTION NO.: R-2010-091

*Authorizing the City Manager to execute an agreement between
the City of Columbia and Richland County for sewer service to certain properties
within Richland County's 208 service area*

BE IT RESOLVED by the Mayor and City Council this 19th day of October, 2010, that
the City Manager is authorized to execute the attached Lower Richland Sewer Service
Agreement between the City of Columbia and Richland County to provide sewer service to
certain properties located within Richland County's 208 service area.

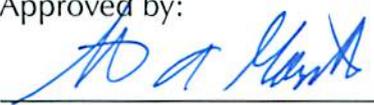
Requested by:

City Manager _____



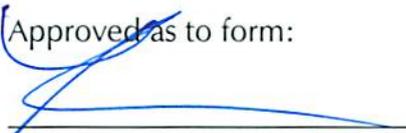
Mayor

Approved by:



City Manager

Approved as to form:



City Attorney

ATTEST:



City Clerk

Introduced: 10/19/2010

Final Reading: 10/19/2010

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND) LOWER RICHLAND SEWER SERVICE AGREEMENT

This Agreement is entered into by Richland County and the City of Columbia for the sole purpose of attempting to make available in the future sewer service to certain properties that are located within Richland County's 208 service area that do not currently have sewer service, as are depicted on Exhibit A, which is attached hereto and incorporated herein by reference (hereinafter "the Properties");

WHEREAS, the City of Columbia is currently providing sewer service to a number of parcels within part of Richland County's 208 service area and has or may have the ability to provide sewer service to additional parcels within Richland County's 208 service area, with such parcels and area being defined hereinafter as "Additional Properties", and as shown within the bounds as depicted on Exhibit A, which is attached hereto and incorporated herein by reference; and,

WHEREAS, Richland County intends to provide sewer service to the Properties and the Additional Properties at some future date by constructing a sewer collection system and treatment plant of sufficient size to serve the Lower Richland area.

For and in consideration of the mutual agreements contained herein, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Richland County, subject to approval of the Central Midlands Council of Governments and/or South Carolina Department of Health and Environmental Control, hereinafter "DHEC", if such approvals are required, consents to the City of Columbia providing sewer service to the Properties and the Additional Properties. If such approvals are required and not given, this Agreement shall be null and void.

2. The City of Columbia agrees to transfer ownership of any sewer system serving the Properties and the Additional Properties, in the manner set forth below, to Richland County if Richland County has acquired a Certificate to Operate the intended sewer collection system and treatment plant (hereinafter "Certificate to Operate") from DHEC on or before October 1, 2017, provided however, that if Richland County has not obtained the Certificate to Operate on or before October 1, 2017, the City of Columbia will have no obligation to transfer to Richland County the sewer system serving the Properties or the Additional Properties and this Agreement shall be null and void.

3. If the aforesaid Certificate to Operate is timely acquired, Richland County, in its sole discretion, may, after the aforesaid Certificate to Operate is acquired, negotiate with the City of Columbia to purchase the sewer system serving the Properties and the Additional Properties. Should Richland County decide to purchase any part of the sewer system serving the Properties, if any, or any part of the sewer system serving the Additional Properties, Richland County may be required, at the City of Columbia's option, to purchase the complete and entire sewer system serving both the Properties and the Additional Properties. For the purchase of the sewer system serving the Additional Properties, as such area is depicted on Exhibit A, Richland County agrees to pay the City of Columbia fair market value based upon the cumulative sum of the number of Residential Equivalent Units ("REU") serving the Additional Properties as of the date Richland County notifies the City of Columbia that it will acquire the sewer system serving the Additional Properties multiplied by the value of one REU. The value of one (1) REU will be Eight Hundred and No/100 (\$800.00) Dollars. One (1) REU has a hydraulic loading of 400 gallons per day. The number of REUs serving the Additional Properties will be determined based on the table found at S.C. Regs. Ann. § 61-67, Appx. A (Supp. 2009) (attached hereto and incorporated by reference herein as Exhibit C), and the following formula: (# of units, employees, seats, beds, etc. per parcel) x GPD/400 = REU. Richland County, at its option, may pay the fair market value in five equal annual installments commencing within thirty days of the date Richland County notifies the City of Columbia that it will acquire the sewer system serving the Additional Properties or Richland

County may pay the fair market value as a lump sum within thirty days after notifying the City of Columbia that it will acquire the sewer system serving the Additional Properties or the Properties. For the purchase of the sewer system serving the Properties, Richland County agrees to pay the City of Columbia a one-time fee for the transfer of the sewer system serving the Properties. The one-time fee will be based on an annual average of the utility fees for the preceding two years of the sewer utility fees generated from the Properties and will be due and payable within thirty days after Richland County notifies the City of Columbia that it will acquire the sewer system serving the Properties or the Additional Properties.

4. The City of Columbia, in its sole and exclusive discretion, will determine and approve by City Ordinances the sewer tap rate for any taps sold, sewer service fees or any other fees for sewer service to the Properties. Any of these City Ordinances may be amended from time to time in the sole and exclusive discretion of Columbia City Council. The Properties shall be subject to and fully comply with all applicable rules, regulations and ordinances of the City of Columbia, which may be amended from time to time in the sole and exclusive discretion of Columbia City Council or the City of Columbia. The City of Columbia, through its City Manager or his/her designee, agrees to notify the Richland County Administrator concerning any proposed and/or pending changes to any applicable rules, regulations and ordinances of the City of Columbia concerning sewer tap rates, sewer service fees or any other fees for sewer service.

5. Until such time as the sewer system serving the Properties and the Additional Properties is transferred to Richland County, the City of Columbia will collect and retain all charges for sewer taps and sewer service to the Properties and the Additional Properties.

6. If Richland County has not acquired the Certificate to Operate from DHEC on or before October 1, 2017, Richland County agrees to make a request for and consents to an amendment to the 208 plan by Central Midlands Council of Governments which would add the sewer system serving or to serve the Properties and the Additional Properties to the City of Columbia's 208 sewer service area. The City of Columbia reserves the right to extend the date Richland County must acquire the Certificate to Operate, in its sole and exclusive discretion. The City of Columbia shall grant such an extension, not to exceed two years, if Richland County has completed the design of the aforesaid sewer collection system and treatment plant as is necessary to serve the Properties and the Additional Properties within two (2) years of the date of this Agreement and if Richland County has commenced construction of the aforesaid sewer collection system and treatment plant. Any Agreement to extend the date must be in writing and signed by the parties. Richland County agrees to provide to the City of Columbia semi-annual reports detailing Richland County's progress in meeting the required timelines and deadlines set forth in this Agreement.

7. All costs of design and construction of the sewer system, as well as any upgrades required to the City of Columbia's existing sewer system necessary to provide adequate sewer service to the Properties, in the City of Columbia's sole and exclusive discretion, will be the sole responsibility of the owners of the Properties requesting sewer service and shall be in accordance with all applicable rules, regulations and ordinances of the City of Columbia, which may be amended from time to time in the sole and exclusive discretion of Columbia City Council or the City of Columbia. The design and construction of the sewer system, as well as any upgrades required to the City of Columbia's existing sewer system necessary to provide adequate sewer service to the Properties is subject to the City's approval; however, the City of Columbia will provide and make available to Richland County all design and construction plans approved as a part of this Agreement. The City of Columbia, through its City Manager or his/her designee, agrees to notify the Richland County Administrator concerning any proposed and/or pending changes to any applicable rules, regulations and ordinances of the City of Columbia concerning sewer tap rates, sewer service fees or any other fees for sewer service.

8. Both parties hereby acknowledge that the timelines and deadlines set forth in this Agreement are important to the proper planning and operation of the services outlined herein and, as such, time is of the essence. Failure of either party to meet the required deadlines will be deemed a breach of the Agreement and

is hereby acknowledged by both parties to be material. No extension or waiver of such deadlines shall be enforceable absent written agreement among all parties hereto. In the event either party shall fail to comply with its obligations set forth in the Agreement, and such default shall continue for a period of thirty (30) days after written notice of default has been provided by the other party, then the complaining party shall be entitled to pursue any and all remedies provided under South Carolina law and/or terminate this Agreement.

9. The failure of either party to insist upon the strict performance of any provision of this Agreement shall not be deemed to be a waiver of the right to insist upon strict performance of such provisions or of any other provision of this Agreement at any time. Waiver of any breach of this Agreement by either party shall not constitute waiver of subsequent breach.

10. Written notice to the City shall be made by placing such notice in the United States Mail, Certified, Return Receipt Requested, postage prepaid and addressed to:

City of Columbia
Attention: City Manager
Post Office Box 147
Columbia, SC 29217

With a copy to:

Columbia City Attorney
Post Office Box 667
Columbia, SC 29201

Written notice to the County shall be made by placing such notice in the United States Mail, Certified, Return Receipt Requested, postage prepaid and addressed to:

Richland County
Attention: County Administrator
Post Office Box 192
Columbia, SC 29202

11. The transfer of ownership from the City of Columbia to Richland County of the sewer system serving the Properties and the Additional Properties is contingent upon compliance with, and shall be made only in conformity with any applicable bond ordinances and/or any and all applicable bond covenants; which may require, among other things, consent and/or approval from one or more parties not made a party to this Agreement prior to transferring ownership of the sewer system serving the Properties and the Additional Properties. In the event the transfer of ownership of the sewer system serving the Properties and the Additional Properties will violate any applicable bond ordinances and/or any and all applicable bond covenants, the City of Columbia will have no obligation to transfer to Richland County the sewer system serving the Properties or the Additional Properties.

12. This Agreement represents the entire understanding and Agreement between the parties hereto and supersedes any and all prior negotiations, discussions, and Agreements, whether written or oral, between the parties regarding the same. No amendment or modification to this Agreement or any waiver of any provisions hereof shall be effective unless in writing, signed by both parties.

13. This Agreement shall be interpreted pursuant to the laws of the State of South Carolina.

14. If any provision of this Agreement is determined to be void or unenforceable, all other provisions shall remain in full force and effect.

15. The captions and headings throughout this Agreement, if any, are for convenience and reference only, and the words contained therein shall in no way be held or deemed to define, limit, describe, modify, or add to the interpretation, construction, or meaning of any provision of or scope or intent of this Agreement.

16. This Agreement does not and shall not require the City of Columbia to provide sewer service to the Properties or to any other property.

17. This Agreement shall not be binding upon the City until such time as City Council has approved this Agreement and has authorized the City Manager to execute this Agreement. This Agreement is subject to change until such time as City Council has approved this Agreement and has authorized the City Manager to execute this Agreement.

IN WITNESS WHEREOF, the parties have this __ day of _____, 2010, set their respective hands and seals.

WITNESSES:

Carri G. Amico
Erika D. Salley

CITY OF COLUMBIA

BY: Steven A. Gantt
ITS: City Manager

RICHLAND COUNTY

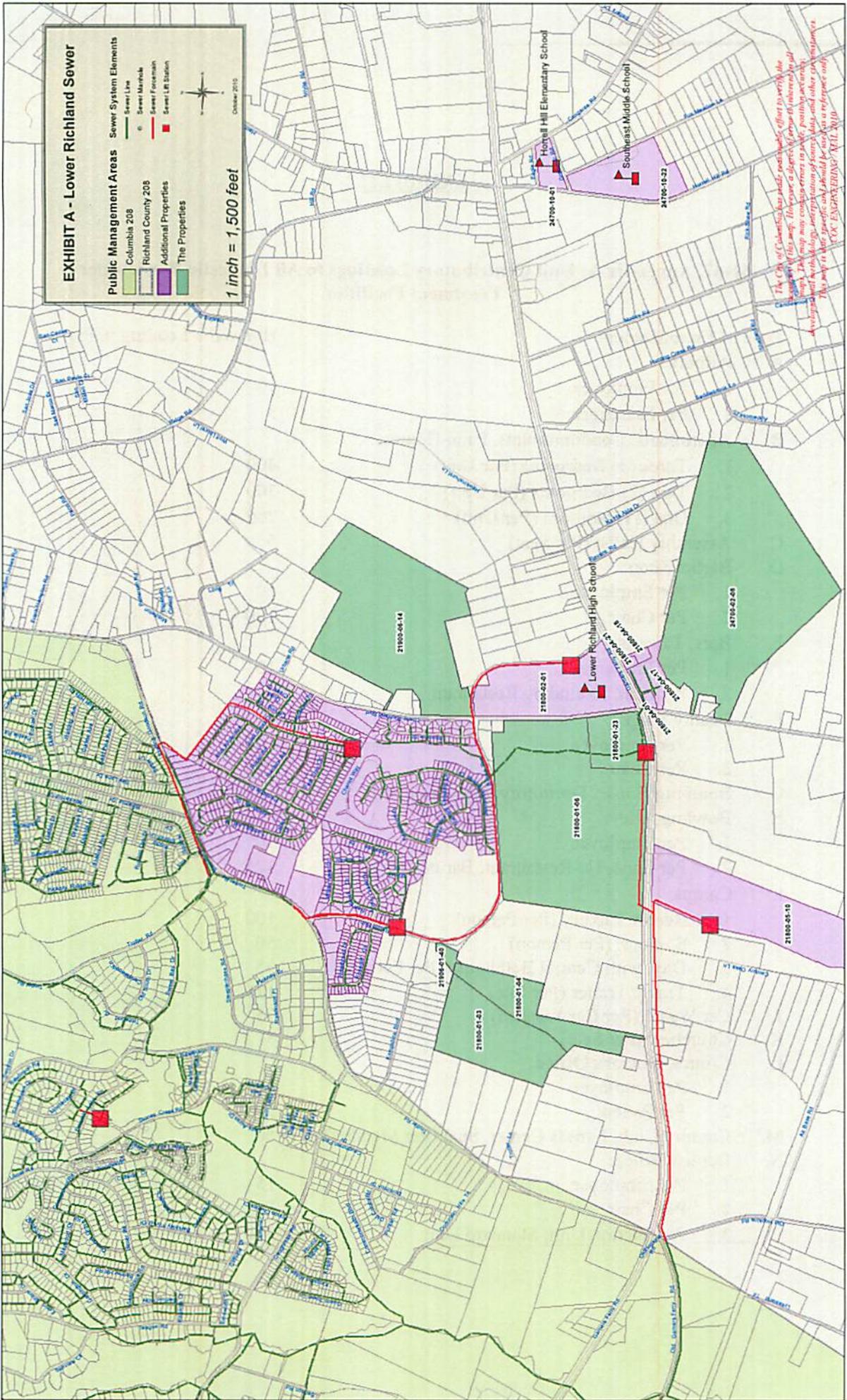
BY: _____
J. Milton Pope
ITS: County Administrator

EXHIBIT A - Lower Richland Sewer

October 2015

1 inch = 1,500 feet

Public Management Areas		Sewer System Elements	
	Columbia 208		Sewer Line
	Richland County 208		Sewer Mainline
	Additional Properties		Sewer Lift Station
	The Properties		



The City of Columbia has made reasonable effort to verify the accuracy of this map. However, a degree of error is inherent in all maps. The map may contain errors in scale, position, accuracy, availability, and other characteristics. The map is not intended to be used as a reference only. FOR ENGINEERING PURPOSES.

EXHIBIT C

61-67, Appendix A; Unit Contributory Loadings to All Domestic Wastewater Treatment Facilities

Type of Establishment	Hydraulic Loading (GPD)
A. Airport:	
1. Per Employee	10
2. Per Passenger	5
B. Apartments, Condominiums, Patio Homes:	
1. Three (3) Bedrooms (Per Unit)	400
2. Two (2) Bedrooms (Per Unit)	300
3. One (1) Bedroom (Per Unit)	200
C. Assembly Halls: (Per Seat)	5
D. Barber Shop:	
1. Per Employee	10
2. Per Chair	100
E. Bars, Taverns:	
1. Per Employee	10
2. Per Seat, Excluding Restaurant	40
F. Beauty Shop:	
1. Per Employee	10
2. Per Chair	125
G. Boarding House, Dormitory: (Per Resident)	50
H. Bowling Alley:	
1. Per Employee	10
2. Per Lane, No Restaurant, Bar or Lounge	125
I. Camps:	
1. Resort, Luxury (Per Person)	100
2. Summer (Per Person)	50
3. Day, with Central Bathhouse (Per Person)	35
4. Travel Trailer (Per Site)	175
J. Car Wash: (Per Car Washed)	75
K. Churches: (Per Seat)	3
L. Clinics, Doctor's Office:	
1. Per Employee	15
2. Per Patient	5
M. Country Club, Fitness Center, Spa: (Per Member)	50
N. Dentist Office:	
1. Per Employee	15
2. Per Chair	8
3. Per Suction Unit; Standard Unit	370

4.	Per Suction Unit; Recycling Unit	95
5.	Per Suction Unit; Air Generated Unit	0
O.	Factories, Industries:	
1.	Per Employee	25
2.	Per Employee, with Showers	35
3.	Per Employee, with Kitchen	40
4.	Per Employee, with Showers and Kitchen	45
P.	Fairgrounds: (Average Attendance, Per Person)	5
Q.	Grocery Stores: (Per one thousand (1,000) Square Feet, No Restaurant)	200
R.	Hospitals:	
1.	Per Resident Staff	100
2.	Per Bed	200
S.	Hotels: (Per Bedroom, No Restaurant)	100
T.	Institutions: (Per Resident)	100
U.	Laundries: (Self Service, Per Machine)	400
V.	Marinas: (Per Slip)	30
W.	Mobile Homes: (Per Unit)	300
X.	Motels: (Per Unit, No Restaurant)	100
Y.	Nursing Homes:	
1.	Per Bed	100
2.	Per Bed, with Laundry	150
Z.	Offices, Small Stores, Business, Administration Buildings: (Per Person, No Restaurant)	25
AA.	Picnic Parks: (Average Attendance, Per Person)	10
BB.	Prison/Jail:	
1.	Per Employee	15
2.	Per Inmate	125
CC.	Residences: (Per House, Unit)	400
DD.	Rest Areas, Welcome Centers:	
1.	Per Person	5
2.	Per Person, with Showers	10
EE.	Rest Homes:	
1.	Per Bed	100
2.	Per Bed, with Laundry	150
FF.	Restaurants:	
1.	Fast Food Type, Not Twenty Four (24) Hours (Per Seat)	40
2.	Twenty Four (24) Hour Restaurant (Per Seat)	70
3.	Drive-In (Per Car Served)	40
4.	Vending Machine, Walk-up Deli (Per Person)	40
GG.	Schools, Day Care:	
1.	Per Person	10

	2.	Per Person, with Cafeteria	15
	3.	Per Person, with Cafeteria, Gym and Showers	20
HH.		Service Stations:	
	1.	Per Employee	10
	2.	Per Car Served	10
	3.	Car Wash (Per Car Washed)	75
II.		Shopping Centers, Large Department Stores, Malls: (Per one thousand (1,000) Square Feet, No Restaurant)	200
JJ.		Stadiums, Coliseums: (Per Seat, No Restaurant)	5
KK.		Swimming Pools: (Per Person, with Sewer Facilities and Showers)	10
LL.		Theaters: Indoor (Per Seat), Drive In (Per Stall)	5

SC ADC 61-67