

RESOLUTION NO.: R-2020-006

*Authorizing the City Manager to execute an Intergovernmental Agreement
for Bulk Water Sale between the City of Columbia and Richland County
for Murray Point Subdivision*

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BE IT RESOLVED by the Mayor and City Council this 21st day of January, 2020, that the City Manager is authorized to execute the attached Intergovernmental Agreement for Bulk Water Sale, or on a form approved by the City Attorney, between the City of Columbia and Richland County for Murray Point Subdivision, for the terms and conditions therein contained.

Requested by:

Assistant City Manager Shealy



Mayor

Approved by:



City Manager

Approved as to form:



City Attorney

ATTEST:



City Clerk

Introduced: 1/21/2020

Final Reading: 1/21/2020

delivery points acceptable to the parties. Columbia and County shall have free access to the metering equipment.

3. In the event County requires service delivery points in addition to the current service delivery point(s), County shall construct, not at Columbia's expense, any water main extensions and appurtenances of appropriate size, required to provide water to the service delivery points, and County shall own any water main extensions and appurtenances it may construct. In accordance with paragraphs 7 and 10 of this Agreement, such water main extensions shall be installed within easements and in accordance with plans approved by County. County shall obtain all approvals from the South Carolina Department of Health and Environmental Control or any federal or other state entities required to construct, operate and maintain the system.

4. Columbia shall read the metering equipment installed at the service delivery point at periodic intervals of approximately thirty (30) days to determine the amount of water provided by Columbia to County. The volume of water measured through the metering equipment shall be used to calculate monthly service charges. Monthly service charges for water supplied and billed to County are to be paid on or before the due date indicated on the monthly bill. If monthly service charges for water supplied and billed to County are fifteen (15) days in arrears, Columbia shall have the right, thirty (30) days after the mailing of written notice of the default to County, to terminate this Agreement and cease furnishing water to County.

5. County shall pay to Columbia monthly service charges for all water provided under the terms of this Agreement in accordance with the rates set forth in Appendix "A", which is attached hereto and incorporated herein by specific reference thereto.

6. The rates specified in Paragraph 5, Appendix A, above, may be increased or decreased by Columbia City Council, from time to time, by Ordinance, in its sole and exclusive discretion.

7. Installation, ownership, operation and maintenance of any and all portions of the water distribution system past the service delivery points shall be the sole responsibility of County, at no cost to Columbia.

8. County shall have the exclusive right to assess and collect any tap-on fees and service charges for any connections to any portions of the water distribution systems that are located past the service delivery points.

9. Columbia shall use reasonable diligence to provide a regular and uninterrupted supply of water to the service delivery points, but shall not be liable to County for damages, breach of contract or other variations of service occasioned by any cause whatsoever. Such causes may include by way of illustration, but not limitation, acts of God or of the public enemy, acts of any federal, state or local government in either its sovereign or contractual capacity, fires, droughts, floods, epidemics, quarantine restrictions, strikes, failure or breakdown of transmission or other facilities, or temporary interruptions of water service. Columbia shall notify County as soon as is practicable in advance of any reduction in the amount of water made available to County. In the event the City restricts water use during a water shortage as provided for by City Ordinance Sec. 23-70, such restrictions shall apply equally to County and City of Columbia customers affected by the water shortage and subject to the restrictions. Upon receiving such notice from Columbia, County shall, within twenty-four (24) hours, initiate adequate measures to reduce its water demands from Columbia to an amount identified by Columbia. Columbia reserves the right, at any time without notice to County or its customers, to shut the water off its mains for the purpose of making repairs, performing maintenance or installing lines, mains hydrants or other connections.

No claims shall be made against Columbia by County by reason of the breakage of any service pipe or service cock, or from any other damage that may result from shutting off water for repairing, laying or relaying mains, hydrants or other connections. Columbia shall assume no responsibility, financially or otherwise, for water quantity or quality past the service delivery points, including responsibility for compliance with all state and/or federal regulations relating to drinking water.

10. This Agreement shall be effective once signed by the parties and shall be in effect unless terminated by either party upon the terminating party giving ninety (90) days' written notice of its termination of the Agreement to the other party.

11. The parties agree that this Agreement supersedes all previous agreements between the parties for the sale of bulk water for the Service Area described in Exhibit A, and all such previous agreements shall be of no effect upon the execution of this Agreement.

12. Waiver of any breach of this Agreement shall not constitute waiver of any subsequent breach hereof. Neither party shall assign this Agreement or transfer any rights and obligations hereunder without written consent of the other party. Such consent will not be unreasonably withheld by Columbia or County. This Agreement may not be amended or modified unless such amendments or modifications are in writing and signed by the parties hereto.

13. Any notice as may be required herein shall be sufficient, if in writing and sent by certified U.S. mail with sufficient postage affixed thereto, to the following addresses, unless otherwise changed by written notice:

City of Columbia	Attention:	City Manager Post Office Box 147 Columbia, SC 29217	Copy to:	City Attorney Post Office Box 667 Columbia, SC 29202
COUNTY	Attention:	County Administrator Post Office Box 192 Columbia, SC 29202	Copy to:	County Attorney Post Office Box 192 Columbia, SC 29202

14. If any one or more of the terms of this Agreement should be determined by a court of competent jurisdiction to be contrary to law, Columbia and County agree to amend such term or terms to bring the Agreement in compliance with law if such term or terms are essential to the validity or operation of this Agreement. Otherwise such terms shall be deemed severable from the remaining terms of this Agreement and shall in no way affect the validity of the other terms of this Agreement.

15. Ambiguities in the terms of this Agreement, if any, shall not be construed against Columbia or County. Jurisdiction of any action brought by Columbia or County under this Agreement shall be in the Court of Common Pleas with venue in Richland County.

16. This Agreement contains the entire agreement between the parties and shall be binding upon the parties, their respective successors and assigns, as may be applicable to the particular entity.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by duly authorized officials the date first written above.

WITNESSES:

[Signature]
[Signature]

COUNTY

By: [Signature]

ITS: County Council Chair

Date: _____

WITNESSES:

[Signature]
[Signature]

CITY OF COLUMBIA

By: [Signature]

ITS: City Manager

Date: 2/4/2020

APPROVED AS TO FORM

[Signature]

Legal Department City of Columbia, SC

APPENDIX A
RATE ORDINANCE

ORDINANCE NO.: 2019-039

Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 23, Utilities and Engineering, Article V, Water and Sewer Rates, Sec. 23-143 Water service rates and Sec. 23-149 Sewer service rates

BE IT ORDAINED by the Mayor and Council this 18th day of June, 2019, that the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 23, Utilities and Engineering, Article V, Water and Sewer Rates, Sec. 23-143 Water service rates and Sec. 23-149 Sewer service rates, are amended to read as follows:

Sec. 23-143. Water service rates.

Generally, Except as otherwise provided by contract, monthly water service charges shall be as follows:

Monthly Water Use (cubic feet)	Meter Size (inches)	In City	Out of City
Minimum--300	3/4"	8.12	13.81
	1"	13.56	23.05
	1.5"	20.31	34.53
	2"	32.49	55.24
	3"	65.00	110.49
	4"	101.55	172.63
	6"	203.35	345.69
	8"	324.96	552.43
	10"	645.21	1096.85

Additional charge per 100 cubic feet

Volumetric Charges are based on the customer category.

Monthly Water Use (cubic feet)	In City	Out of City
Residential:		
Next 9,700	2.91	4.96
Next 90,000	2.77	4.71
Over 100,000	2.62	4.45
Irrigation:		
Next 9,700	4.96	8.43
Next 90,000	4.71	8.02
Over 100,000	4.45	7.58
All others:		
Next 9,700	2.77	4.71
Next 90,000	2.62	4.45
Over 100,000	2.45	4.18

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Sec. 23-149. Sewer service rates.

(a) Generally. Except as otherwise provided by contract, the monthly sewer service charge shall be as follows:

Size of Meter (inches)	In City	Out of City
5/8	8.12	13.81
1	8.12	13.81
1½	8.12	13.81
2	13.00	22.09
3	25.99	44.18
4	40.62	69.04
6	81.24	138.11
8	129.99	220.97
10	203.10	345.27

Monthly Water Use (cubic feet)	Monthly Sewer Service Charge	
	In City	Out of City
Each 100 cubic feet	4.22	7.18

(b) Consumers using water cooling towers for air conditioning. Consumers using water cooling towers for air conditioning systems shall be given a credit of 30 cubic feet per ton per month during the service periods commencing in the months of April through October. The minimum charge shall be:

Size of Meter (inches)	In City	Out of City
5/8	13.17	16.75
1	18.57	24.53
1½	23.96	32.30
2	34.75	47.80
3	56.31	78.87
4	99.44	140.99
6	207.25	296.30
8	293.48	420.55
10	646.54	929.21

(c) Surcharge for excess BOD or suspended solids. If any person discharges into the sanitary sewerage system a waste containing BOD concentration or suspended solids in excess of 300 milligrams per liter, then such person shall pay an additional cost according to rates determined by the city council. This monthly surcharge will be assessed on each pound of BOD and each pound of suspended solids in excess of 300 milligrams per liter as follows:

	BOD Rate	Suspended Solids Rate
Effective July 1, 1998	\$0.08	\$0.06
Effective July 1, 1999	0.11	0.08
Effective July 1, 2000	0.14	0.10
Effective July 1, 2001	0.17	0.12
Effective July 1, 2002	0.20	0.14

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- (d) *Limitation on charge on single-family residences.* Maximum sewer charge on single-family residences during the service periods commencing in the months of April through October will be 1,400 cubic feet.
- (e) *Apartments and trailer parks.* Sewer rates for apartment buildings and trailer parks shall be the base rate of a single-family residence per dwelling unit plus a base fee based on meter connection size plus the rate per 100 cubic feet as reflected by water consumption.
- (f) *Hotels, motels, dormitories and roominghouses.* Sewer rates for hotels, motels, dormitories and roominghouses shall be one-half the base rate of a single-family residence per room plus a base fee based on meter connection size plus the rate per 100 cubic feet as reflected by water consumption.
- (g) *Contaminated groundwater.* Separate meters for discharges of contaminated groundwater are required. In city or out of city customers discharging contaminated ground water shall pay the out of city base monthly sewer service charge times one and one-half plus the out of city monthly sewer service charge for each 100 cubic feet times one and one-half.


This ordinance is effective as of July 1, 2019.

Requested by:

Mayor and City Council


Mayor

Approved by:


City Manager

Approved as to form:


City Attorney

ATTEST:


City Clerk

Public Hearing: 6/11/2019
Introduced: 6/11/2019
Final Reading: 6/18/2019

EXHIBIT A

