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RESOLUTION NO.: R-2016-083

*Authorizing the City Manager to execute an Intergovernmental Agreement
Between the City of Columbia and Richland County for Pineview Industrial Park
Water and Sewer Services*

BE IT RESOLVED by the Mayor and City Council this 20th day of December, 2016, that the City Manager is hereby authorized to execute the attached Intergovernmental Agreement between the City of Columbia and Richland County for Pineview Industrial Park Water and Sewer Services, or on a form to be approved by the City Attorney, for an amount not to exceed One Million Five Hundred Thousand and No/100 (\$1,500,000.00) Dollars.

(Funding Source: 5511701-6366)

Requested by:

Assistant City Manager Gentry _____



Mayor

Approved by:



City Manager

Approved as to form:



City Attorney

ATTEST:



City Clerk

Introduced: 12/20/2016

Final Reading: 12/20/2016

**INTERGOVERNMENTAL AGREEMENT BETWEEN
CITY OF COLUMBIA AND RICHLAND COUNTY
FOR PINEVIEW INDUSTRIAL PARK WATER AND SEWER SERVICES**

This Agreement is entered into by and between the City of Columbia (hereinafter referred to as "City"), and the County of Richland (hereinafter referred to as the "County"), for the sole purpose of cost sharing for water and sewer infrastructure improvements ("Improvements") to the Pineview Industrial Park located in unincorporated Richland County ("Pineview").

WHEREAS, County and City are authorized by the constitution and general law of the State of South Carolina ("State") to enter into agreements with other governmental bodies; and,

WHEREAS, the City and the County have entered into an Intergovernmental Agreement dated May 26, 2015, wherein the County requested that the City collaborate to provide water and sewer services to the property owners in Pineview; and,

WHEREAS, the City provides residential and commercial water and sewer services to users inside and outside of the geographic boundaries of the City; and,

WHEREAS, it is understood and agreed between the parties hereto that providing water and sewer services to Pineview will require the installation of water and sewer infrastructure from current City lines to Pineview Industrial Park (the "Project"); and,

WHEREAS, the City anticipates that the cost of the Project will be Three Million Five Hundred and No/100 (\$3,500,000.00) Dollars to Four Million and No/100 (\$4,000,000.00) Dollars, Two Million and No/100 (\$2,000,000.00) Dollars of which will be provided by a grant to Richland County from the South Carolina Department of Commerce (the "Commerce Grant"); and,

WHEREAS, the County has agreed to pay in advance the costs of the Project that exceed the amount of the Commerce Grant, which excess amount is estimated to be Two Million and No/100 (\$2,000,000.00) Dollars ("County Expenditure"); and,

WHEREAS, the City has agreed to reimburse the County for a portion of the County Expenditure of an amount not to exceed One Million Five Hundred Thousand and No/100 (\$1,500,000.00) Dollars ("City Commitment").

NOW, THEREFORE, the parties hereto agree as follows:

1. The County shall cause to be performed all work relating to the design and construction of the Project. The County will provide to the City a copy of the successful bid for the Project upon County Council approval of the bid. Such design and construction shall comply with all applicable City, state and federal codes and, specifically, City design and construction guidelines for water and sewer infrastructure.
2. After three (3) months of the first new taxpayer commencing operations at a facility located in Pineview, or after eighteen (18) months of completion of the Project, whichever is earlier, the City will begin to make payments to the County to fulfill the City Commitment. The City Commitment shall be the lesser amount of the actual amount of the County Expenditure or One Million Five Hundred Thousand and No/100

(\$1,500,000.00) Dollars. The City Commitment shall be paid over a period of three (3) years in equal annual installments equal to one-third (1/3) of the City Commitment, unless otherwise and subsequently agreed upon by both parties

- 3. This Agreement represents the entire agreement between the City and the County and supersedes all prior communications, negotiations, representations or agreements, either written or oral. Only a written instrument signed by both the City and the County may amend this Agreement.

IN WITNESS WHEREOF, this Agreement has been duly signed, sealed and delivered by the parties hereto the day and year of the last signature below.

WITNESSES:

[Signature]

CITY OF COLUMBIA

BY: [Signature]
Teresa B. Wilson
ITS: City Manager
Date: 1/5/2017

APPROVED AS TO FORM

[Signature]
Legal Department City of Columbia, SC

WITNESSES:

RICHLAND COUNTY

BY: _____
Gerald Seals
ITS: Interim County Administrator
Date: _____

RECOMMENDED BY: _____ Director of Utilities and Engineering

RECOMMENDED BY: _____ Assistant City Manager for Operations