

# **RICHLAND COUNTY COUNCIL DEVELOPMENT & SERVICES COMMITTEE**

Bernice G. Scott  
District 10

Joyce Dickerson  
District 2

Norman Jackson, Chair  
District 11

Val Hutchinson  
District 9

Bill Malinowski  
District 1

*March 27, 2007  
5:00 PM*

**Richland County Council Chambers  
County Administration Building  
2020 Hampton Street**

## **Call to Order**

**Approval of Minutes** – February 27, 2007: Regular Session Meeting [Pages 4 – 6]

## **Adoption of Agenda**

### **I. Items for Action**

- A. Request to approve amendments to the 911 Communications Center Consolidation Agreement between Richland County and the City of Columbia**  
[Pages 7 – 15]
- B. Emergency Services: Request for approval of stretcher and EKG equipment purchases**  
[Pages 16 – 31]
- C. An ordinance authorizing the granting of a sanitary sewer right-of-way easement to the City of Columbia across property identified as a portion of TMS# 17400-09-15, to serve the Killian Crossroads Development**  
[Pages 32 – 34]
- D. Request for approval of a Sanitary Sewer Extension Agreement for sewer service to the Rothstein Tract, Walmart Shopping Center and the upgrade of several existing system components**  
[Pages 35 – 58]

**E. Request for approval of a Sanitary Sewer Extension Agreement for the upgrade of an existing sewer lift station and the construction of an odor control building to serve the Eagles Rest Subdivision**

[Pages 59 – 75]

**F. Request for approval of a Sanitary Sewer Extension Agreement for sewer service to River Shoals Subdivision**

[Pages 76 – 88]

**G. Funding options and prioritization for electric traffic signals on new and existing county roads**

[Referred to the D&S Committee by Council motion on March 20, 2007]

**1. Funding Options for Electric Traffic Signals**

[Pages 89 – 90]

**2. Proposed Traffic Signal Prioritization Policy**

[Pages 91 – 93]

## **II. Items for Discussion / Information**

**A. Update on clear cutting fines and rezoning requests**

[Pages 94 – 95]

**B. Strategic Plan MOU**

**C. Update on judicial decisions regarding local smoking ordinances**

## **III. Items Pending Analysis**

**A. Request to place sewer extension authority under Richland County Council**

[Referred by Council motion on March 20, 2007]

**B. Request to place subdivision authority under the Richland County Planning Commission**

[Referred by Council motion on March 20, 2007]

**C. Town of Eastover Sewer Collection System**

[Deferred October 24, 2006]

**D. Approval of Construction Contract for the Paving of 2.15 Miles of Dirt Roads in the North Paving Contract**

[Deferred on June 27, 2006]

## **Adjournment**

Staffed by: Joe Cronin

**Richland County Council  
Development and Services Committee  
February 27, 2007  
5:00 PM**



*In accordance with the Freedom of Information Act, a copy of the agenda was sent to radio and TV stations, newspapers, persons requesting notification, and was posted on the bulletin board located in the lobby of the County Administration Building.*

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**Members Present:**

Chair: Norman Jackson  
Member: Joyce Dickerson  
Member: Valerie Hutchinson  
Member: Bill Malinowski  
Member: Bernice G. Scott

**Others Present:** Joseph McEachern, Damon Jeter, Michielle Cannon-Finch, Milton Pope, Tony McDonald, Joe Cronin, Larry Smith, Amelia Linder, Chief Harrell, Michael Byrd, Stephany Snowden, Jennifer Dowden, John Hixon, Daniel Driggers, Rodolfo Callwood, Michael Criss, Teresa Smith, Monique Walters, Michelle Onley

**CALL TO ORDER**

The meeting was called to order at approximately 5:05 p.m.

**APPROVAL OF MINUTES**

**January 23, 2007 (Regular Session)** – Ms. Hutchinson moved, seconded by Ms. Scott, to approve the minutes as submitted. The vote in favor was unanimous.

**ADOPTION OF AGENDA**

Ms. Hutchinson moved, seconded by Mr. Malinowski, to approve the agenda as distributed. The vote in favor was unanimous.

**ITEMS FOR ACTION**

**An Ordinance Amending the Richland County Code of Ordinances; Chapter 17, Motor Vehicles and Traffic; Article II, General Traffic and Parking Regulations; Section 17-9, Through Truck Prohibited; So as to Prohibit Through Truck Traffic on Bakersfield Road**



**in Richland County, South Carolina** – A discussion took place. Ms. Hutchinson moved, seconded

Richland County Council  
Development and Services Committee  
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Page Two

by Ms. Scott, to forward this item to Council with a recommendation for approval with staff adding specificity to the ordinance. The vote in favor was unanimous.

**An Ordinance Amending the Richland County Code of Ordinances, Chapter 21, Roads, Highways and Bridges; Article 1, In General; Section 21-11, Traffic Engineering; So as to Permit the Construction and Maintenance of Electric Traffic Signalization Devices for County Maintained Roads** – A discussion took place. Ms. Hutchinson moved, seconded by Ms. Scott, to forward this item to Council with a recommendation for approval and to have staff to bring back the criteria to be used to prioritize the needs and to explore funding options before the next Council meeting. The vote in favor was unanimous.

**Request for Approval for the Revised Traffic Calming Standard** – Ms. Hutchinson moved, seconded by Ms. Scott, to forward this item to Council with a recommendation for approval. The vote in favor was unanimous.

**Approval of Contract with Lyn-Rich Contracting Company for Renovations at the Pine View Road EMS Station** – Ms. Scott moved, seconded by Ms. Dickerson, to forward this item to Council with a recommendation for approval. The vote in favor was unanimous.

**Request to Enter Into a Partnership with Clemson University's Institute for Economic and Community Development for the Purpose of Developing a 5-year Strategic Plan for the County** - Ms. Scott moved, seconded by Ms. Dickerson, to forward this item to Council with a recommendation for approval. The vote in favor was unanimous.

#### ITEMS FOR DISCUSSION/INFORMATION

**Evaluation of Space Remaining at the Richland County Landfill and the County Recycling Program** – Mr. McDonald gave a brief update on this item. He stated that there is 9 years of life left in the Waste Management site and 1 year of life left in the Northeast Sanitary Landfill, which equates to about 10 years of capacity of MSW in Richland County. There is about 2 years of life remaining in the CND Landfill with construction of another cell in the works. There is also enough land to open another cell beyond that. There is about 22 years of capacity in the CND Landfill.

Ms. Scott moved, seconded by Ms. Dickerson, to direct staff to bring back a 20-year comprehensive plan. The vote in favor was unanimous.

**POINT OF PERSONAL PRIVILEGE** – Ms. Scott recognized that Chris Campbell, Mayor of Eastover, was in the audience.

#### ITEMS PENDING ANALYSIS

**Smoking Ordinance** – Mr. Pope stated that staff would be contacting the committee members to set up a work session regarding this item.

**Update on Clear Cutting Fines and Rezoning Requests** – This item is still being analyzed.

**Town of Eastover Sewer Collection System** – This item is still being analyzed.

Richland County Council  
Development and Services Committee  
February 27, 2007  
Page Three

**Approval of Construction Contract for the Paving of 2.15 Miles of Dirt Roads in the North Paving Contract** – This item is still being analyzed.

### **ADJOURNMENT**

Ms. Dickerson moved, seconded by Ms. Scott, to adjourn.

The meeting adjourned at approximately 5:54 p.m.

Submitted by,

Norman Jackson, Chair

The minutes were transcribed by Michelle M. Onley

## **Richland County Council Request of Action**

**Subject:** Request to Approve Amendments to the 911 Communications Center Consolidation Agreement between Richland County and the City of Columbia

### **A. Purpose**

County Council is requested to approve amendments to the 911 Communications Center Consolidation Agreement to allow joint hiring of the Communications Director between the City of Columbia and Richland County.

### **B. Background / Discussion**

The 911 Communications Center Consolidation Agreement was entered into by Richland County and the City of Columbia on June 24, 1998. The agreement was designed to include a continuity of service when answering 911 phone calls from the public in the unincorporated areas of Richland County, the City of Columbia, the Town of Arcadia Lakes, the Town of Blythewood, and the Town of Eastover. The agreement also allowed for coordinating and dispatching public safety agency workers to emergency and non-emergency calls for assistance, logging dispatch information into a computer aided dispatch system, recording emergency radio and telephone conversations, obtaining background information such as NCIC checks and registration information, and coordinating backup assistance for public safety workers among each of the parties involved.

During the past several months, the County Administrator and City Manager met and agreed (in consultation with the oversight committee members) that the MOU could be improved by amending the agreement to “joint decision making” on the hiring of the 911 Communications Director.

The primary change to the agreement that Council is asked to consider is the addition of Section 6, which deals with the 911 Communications Director:

6. DIRECTOR: There shall be one (1) Director of the 911 Center, and that Director shall be hired by and subject to termination or other personnel direction of the County Administrator and City Manager jointly. The Director shall report to the County Administrator and City Manager through the Oversight Committee provided for in this Agreement. The Director will receive an annual review by the Oversight Committee.

Council is requested to approve the changes to the existing MOU. The amended agreement has also been forwarded to Columbia City Council for consideration and approval.

### **C. Financial Impact**

There is no impact to the General Fund associated with this request.

**D. Alternatives**

1. Approve the request to accept changes to the 911 Communications Center Consolidation Agreement.
2. Do not approve the request to accept changes to the 911 Communications Center Consolidation Agreement.

**E. Recommendation**

It is recommended that Council approve the amendments to the 911 Communications Center Consolidation Agreement.

**Recommended by:** J. Milton Pope    **Dept.:** County Administrator    **Date:** 3-23-07

**F. Reviews**

**Finance**

Reviewed by: Daniel Driggers

Date: 3/23/07

Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

**Legal**

Reviewed by: Amelia R. Linder

Date: 3/23/07

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: Both alternatives are legally sufficient; therefore, this request is at the discretion of County Council.

**Administration**

Reviewed by: J. Milton Pope

Date: 3/23/07

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: Recommend approval.

STATE OF SOUTH CAROLINA    )  
  )  
  )  
  )  
  )  
  )  
COUNTY OF RICHLAND         )

911 COMMUNICATIONS CENTER  
CONSOLIDATION AGREEMENT

This Agreement is entered into this day of June 24, 1998, by and between Richland County (County) and the City of Columbia (City).

**WITNESSETH:**

WHEREAS, the County and City Councils desire to provide a combined 911 communications center (the “911 Center”) for the County and City; and

WHEREAS, the consolidated 911 Center will operate in accordance with the Richland County 911 plan as approved by the State of South Carolina Budget and Control Board, Office of Information Resources (OIR).

WHEREAS, such 911 Center is to include the answering of 911 phone calls from the public in the unincorporated areas of the County, the City of Columbia, the City of Arcadia Lakes, the City of Blythewood, the City of Eastover, coordinating and dispatching public safety agency workers to emergence and non-emergency calls for assistance, logging dispatch information into a computer aided dispatch system, recording emergency radio and telephone conversations, obtaining background information such as NCIC checks and registration information, and coordinating backup assistance for public safety workers.

NOW, therefore, in consideration of the mutual covenants herein, it is agreed as follows:

1. OPERATIONAL CONTROL: The County and City shall establish an oversight committee composed of the following officials or their respective designees: the Richland County Emergency Services Department, the Richland County Sheriff's Department, the Columbia Police Department, and the Columbia Fire Department, the City Manager, the County Administrator and the 911 Center Administrator. This committee will provide guidance in the operations of the Center.

2. FINANCIAL: The County Council will establish and administer the 911 Emergency Telephone System Fund which will support the costs of the 911 system and radio consoles. At the time the Center becomes operational, the parties shall share the cost of the operation Center, subject to the appropriation of funds for such purpose by the respective governing bodies. In the first year, the County shall remit to (Columbia) City and amount equal to the costs directly attributable to the transfer of County employees to (Columbia) City and to any direct operating costs as agreed upon by the County. In the subsequent year, the proportional costs attributed to County and (Columbia) City shall be established by the City Manager and the County Administrator and based upon an allocation of costs attributable to each party. The allocation agreed upon shall remain in effect each year thereafter until either party shall request the allocation percentages be renegotiated. Title to 911 dispatch consoles shall be jointly held by (Columbia) City and County. County shall be solely responsible for all costs incurred in procuring initial 911 consoles and additional unites required during the term of this Agreement. During the term of this agreement, the County shall remit, in advance on a quarterly basis, the amount of funds appropriated by the County Council for the County's portion of operations. (Columbia) City shall prepare an annual budget for the system and shall submit such budget to the County Administrator not later than February 15<sup>th</sup> of each calendar year. The

County shall submit any proposed modifications to the budget within thirty (30) days of receipt from the City.

3. LEVEL OF SERVICE: The Center will provide the level of service required by each party to the extent funds have been appropriated or remitted by each party and will, to the same extent, support each agency's requirements as identified in the established policies and procedures.

4. BUILDING: The Center will be housed in an existing building at the Columbia Fire Department. The City will be responsible for the operation and upkeep of the building.

5. MAINTENANCE: Maintenance of the 911 system equipment and console equipment purchase by the 911 subscribers fees will be funded by the County. All other radio equipment will be maintained by the respective agencies. Maintenance expenses for the Computer Aided Dispatch (CAD) system will be included in the annual 911 Center budget and shall be borne equally by the parties.

6. DIRECTOR: There shall be one (1) Director of the 911 Center, and that Director shall be hired by and subject to termination or other personnel direction of the County Administrator and City Manager jointly. The Director shall report to the County Administrator and City Manager through the Oversight Committee provided for in this Agreement. The Director will receive an annual review by the Oversight Committee.

7. PERSONNEL: Existing Sheriff's Department and Emergency Services dispatch personnel will become City employees after the Center becomes operational. Each employee will be afforded a probationary period of six months to meet the established standards of the

Center. County personnel transferred as a result of this agreement will be given credit for years of County service under the City's payroll classification plan and shall transfer accrued sick and annual leave not to exceed amounts which could have been accrued under the City's personnel policy. The transferred County personnel pay will be adjusted so that it is aligned with the City's pay grade system.

8. ACQUISITION OF DISPATCH EQUIPMENT: Through the use of 911 subscribers fees, the County shall procure sufficient 911 dispatch equipment required to fully equip the consolidated dispatch Center. Upon the effective date of this Agreement, the County shall provide sufficient 911 dispatch equipment, including Central Electronics Banks, Public Safety Answering Points Switch, Call-taker Positions and related electronic equipment and software so as to fully equip not less than twelve (12) dispatch positions and four (4) call taker positions. The County, through 911 subscribers fees shall provide such additional equipment as is necessary from time to time to provide adequate and efficient 911 services.

9. AUDIT: All County funds, including 911 tariff funds, used to support the operations of the Center will be subject to audit by Richland.

10. DURATION: The terms of this agreement shall be for a period of ten (10) years commencing on the date the Center becomes jointly operational, and for such extension of time and upon such terms as may be mutually agreed upon.

11. TERMINATION: Either party may terminate this agreement upon twelve (12) months written notice to the other party of its intent to do so. However, termination of this



agreement shall not result in disruptions of 911 services to either party. Any changes to the 911 systems must be approved by both parties and the SCOIR.

12. ENTIRE AGREEMENT AND AMENDMENTS: This agreement constitutes the entire agreement between the parties, and there are no other agreements, covenants, promises, terms or understanding concerning the subject hereof other than those herein set forth. No subsequent alteration, modification, amendment, change, deletion or addition to this agreement shall be binding upon either party unless reduced to writing and duly executed by each party's authorized representative.

WITNESS:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

RICHLAND COUNTY

BY: \_\_\_\_\_

ITS: \_\_\_\_\_

CITY OF COLUMBIA

BY: \_\_\_\_\_

ITS: \_\_\_\_\_

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF RICHLAND )

PROBATE

PERSONALLY appeared before me the undersigned witness who, being duly sworn, deposes and says that s/he saw the within named RICHLAND COUNTY by \_\_\_\_\_ its \_\_\_\_\_, sign seal and as its act and deed deliver the within written 911 Communications Center Consolidation Agreement for the uses and purposes therein mentioned and that s/he with the other witness whose name appears above witnessed the execution thereof.

SWORN to before me this \_\_\_\_\_  
day of \_\_\_\_\_, 2007 \_\_\_\_\_

\_\_\_\_\_  
Notary Public for South Carolina  
My Commission Expires \_\_\_\_\_

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF RICHLAND )

PROBATE

PERSONALLY appeared before me the undersigned witness who, being duly sworn, deposes and says that s/he saw the within named CITY OF COLUMBIA by \_\_\_\_\_ its \_\_\_\_\_, sign, seal and as its act and deed deliver the within written 911 Communications Center Consolidation Agreement for the uses and purposed therein mentioned and that s/he with the other witness whose name appears above witnessed the execution thereof.

SWORN to before me this \_\_\_\_\_  
day of \_\_\_\_\_, 2007

\_\_\_\_\_

\_\_\_\_\_  
Notary Public for South Carolina  
My Commission Expires : \_\_\_\_\_

# Richland County Council Request of Action

**Subject:** Emergency Services Equipment Purchases

## **A. Purpose**

The purpose of this report is to obtain Council’s approval to purchase new ambulance stretchers and 12 lead EKG machines. Funding is available in the Emergency Services budget to purchase the stretchers. The 12 lead EKG machines must be lease-purchased.

## **B. Background / Discussion**

The Emergency Services Department needs to replace two important pieces of equipment used in pre-hospital care of the sick and injured.

Ambulance stretchers must be replaced due to age and condition. EMS will purchase new replacement stretchers that also assist in lifting. Ambulance stretchers are used to transport patients from the location of the call to the ambulance and from the ambulance into the emergency department. The average weight of a typical patient is 200 pounds and the average weight of equipment carried by a crew to treat a typical patient is 50 pounds. During a call, the crew will lift the equipment and patient four times. On one call, the crew will lift approximately 1,000 pounds. The crew must also return the stretcher to the ambulance and move other equipment during the shift. On an average shift, an ambulance crew will pick up and move approximately 15,000 pounds. The new stretchers are “power lift” stretchers. They are built to raise and lower the stretcher weight automatically using hydraulics and electrical motors thus reducing the workload on the crew. This will help to reduce the number of back injuries associated with lifting. The stretchers were put out for bid. The bids include a “trade-in” allowance for the old stretchers. Three bids were received. One bidder did not meet the specifications. The bids are as follows:

Stryker – EMS Equipment	\$448,473
Bound Tree Medical	549,875
Henry Schein Matrix Medical	Did not meet all qualifications

There are funds available in Emergency Services account 2210-5312 and in the EMS Grant-In- Aid account 8760-5312. No other funds are needed.

The second piece of equipment that needs to be replaced is the EKG Machine. EMS currently uses 3 lead LifePak 10 EKG machines. The technology is over 15 years old. The manufacturer does not make the parts and EMS has purchased used machines and parts in the past to insure operability of the equipment. The maintenance costs will continue to increase because of the age and condition of the machines. This also presents a concern about the reliability of the machine when being used in the field. Moving from 3 leads to 12 leads is also important. Cardiologists nationwide are now recommending that EMS services convert to 12 lead EKG machines in pre-hospital care. The 12 lead EKG’s can be used to diagnose a heart attack. The 3 lead machines cannot adequately show an “ST elevation” which is an EKG signature for heart attack. When the “ST elevation” is detected in the field, the patient

can be treated in the ambulance, treated quicker in the emergency department and be prepped for the Cath Lab in just a few minutes. In a heart attack, the time from the beginning of the attack to the arrival in the Cath Lab is very important. The longer it takes to get to the Cath Lab the more heart muscle could be damaged. Numerous cardiologists in Columbia have endorsed the move to 12 lead technology. Letters of support are available. It is important to completely change all EKG machines at the same time so all crews are using the same machine. The equipment was put out for bid and two vendors responded. A “trade-in” allowance was included in the bid request. Part of the evaluation of the bids requires each vendor supply an EKG machine for field-testing. At the time of this report, field-testing had not been completed. Following the end of the evaluation process, a vendor recommendation will be made to Council at the meeting. The cost of the EKG machines will not exceed \$805,000. Because of the cost of the machines, a lease-purchase that spreads the cost of the machines over several years is recommended.

### **C. Financial Impact**

Funds were budgeted in the Emergency Services budget and in the EMS Grant-In-Aid for the stretcher purchase. No other funds are needed.

Because of the cost to replace the EKG machines, it is recommended that the machines be lease purchased over several years. This will result in lease-purchase funds being budgeted in the EMS budget for the life of the lease-purchase agreement (Approximately \$170,000 per year for 5 years). No funds will be needed this budget year.

### **D. Alternatives**

1. Accept the stretcher bids and award the contract to Stryker EMS Equipment. Award the lease-purchase contract for EKG machines to the recommended vendor.
2. Award the stretcher bid to Stryker and issue a bond for the EKG machines.
3. Award the stretcher bid to Stryker and provide a budget amendment for the purchase of the EKG machines.
4. Award the stretcher bid to Stryker and do not award a bid for the EKG machines.
5. Do not award either bid and re-bid the equipment.

### **E. Recommendation**

It is recommended that Council award the bid for the stretchers to Stryker EMS Equipment for \$448,473 to include the “trade-in allowance” and award the bid to lease-purchase EKG machines to the recommended vendor including the “trade-in allowance”- not to exceed \$805,000.

**Recommended by:** Michael A. Byrd **Department:** Emergency Services **Date:** 03/12/07

**F. Reviews**

Staff recommendations will be provided to the committee prior to the meeting.



JAY P. TAYLOR, MD, FACEP  
MEDICAL DIRECTOR  
EMERGENCY SERVICES

January 25, 2007

Mr. Michael A. Byrd, Director  
Richland County Emergency Services  
1410 Laurens St.  
Columbia, SC 29204

***Re: Need for EMS 12-Lead EKG capability***

Dear Mr. Byrd:

Recently I was contacted to lend my support for 12-lead EKG capabilities in our Richland County EMS system. As the Medical Director of the Palmetto Health Baptist Emergency Department, I feel that this should no longer be considered a luxury item, but a medical necessity. Research has shown that such a capability lessens intervention times by ultimately reducing door-to-drug and/or door-to-cath lab times by giving the receiving hospital a "heads-up" to patients presenting with acute coronary syndromes.

It is my opinion that the people of Richland County certainly deserve such a worthwhile potentially life-saving medical service.

Sincerely,

A handwritten signature in black ink that reads "Jay Taylor MD". The signature is written in a cursive, flowing style.

Jay Taylor, MD, FACEP, FAAEM  
Medical Director



February 8, 2007

Dear Mr. Byrd,

I would like to give my most enthusiastic support for your proposal for obtaining pre-hospital ECG capabilities for Richland County EMS.

When caring for a patient with an acute myocardial infarction, the adage time is muscle is quite true. The sooner we can restore blood flow to the heart, the better the immediate and long term prognosis. Having pre-hospital ECG capability would help to significantly improve the door to balloon time for these patients. As we have shown with the trauma alert system, pre-hospital notification improves the preparation for the patient arrival and decreases the time to definitive care. The same is true for heart attack patients. We have established a STEMI Alert system (ST elevation MI) at Palmetto Health Richland. This has improved our door to balloon times in itself. The addition of pre-hospital ECG capability would further decrease the time to intervention by earlier notification and preparation.

In summary, I give my highest level of support for this proposal.

Sincerely,

A handwritten signature in black ink, appearing to read "Troy Privette".

Troy Privette, MD, FACEP  
Medical Director, Palmetto Health Chest Pain Unit





## Columbia Heart

M. Donald Alexander, Jr., MD, FACC

Daniel J. Bouknight, MD, FACC

H. Mark Collins III, MD, FACC

C. W. Hendricks, MD, FACC

W. Joseph Hollins II, MD, FACC

Stephen P. Humphrey, MD, FACC

David C. Isbell, MD

William R. Jones, MD, FACC

Craig J. McCotter, MD

J. William Phillips III, MD, FACC

Victor M. Prosser, MD, FACC

Bobby C. Rhinehart, MD, FACC

Robert S. Schulze, Jr., MD, FACC

Ugo Y. Shah, MD, FACC

William W. Stuck, MD, FACC

Michael J. Wells, MD, FACC

*Meritus*

8 Medical Park

Suite 300

Columbia, SC 29203

Tel (803) 256-6511

[www.columbia-heart.com](http://www.columbia-heart.com)

January 29, 2007

Mike Byrd  
Richland County EMS  
Columbia, SC

Dear Mr. Byrd:

I would like to give my most enthusiastic support for your proposal for obtaining pre-hospital ECG capabilities for Richland County EMS.

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In summary, I give my highest level of support for this proposal.

Sincerely,

M. Donald Alexander, Jr., MD., FACC

TH/tec



## Columbia Heart

M. Donald Alexander, Jr., MD, FACC

Daniel H. Bouknight, MD, FACC

H. Wade Collins III, MD, FACC

C. W. Hendricks, MD, FACC

Wynne-lye Hollins II, MD, FACC

Stephen H. Humphrey, MD, FACC

David C. Isbell, MD

Bernardin R. Jones, MD, FACC

Craig J. McCotter, MD

J. Wesley Phillips III, MD, FACC

Vanessa M. Prosser, MD, FACC

Robert C. Rhinehart, MD, FACC

Robert V. Schulze, Jr., MD, FACC

Loopy Shah, MD, FACC

William W. Stueck, MD, FACC

Michael J. Wells, MD, FACC

*\*Fellowship*

8 Medical Park

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January 29, 2007

Mike Byrd  
Richland County EMS  
Columbia, SC

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In summary, I give my highest level of support for this proposal.

Sincerely,

H. Wade Collins, III, MD, FACC

TH/tec



## Columbia Heart

M. Donald Alexander, Jr., MD, FACC

Daniel P. Bouknight, MD, FACC

H. Wade Collins III, MD, FACC

C. W. Hendricks, MD, FACC

W. Joseph Hollins II, MD, FACC

Stephen H. Humphrey, MD, FACC

David C. Isbell, MD

Benjamin B. Jones, MD, FACC

Craig J. McCotter, MD

J. William Phillips III, MD, FACC

Warren M. Prosser, MD, FACC

Rodney L. Rhinehart, MD, FACC

Robert A. Schulze, Jr., MD, FACC

Geoffrey Shah, MD, FACC

William W. Stuck, MD, FACC

Matthew Wells, MD, FACC

*et al.*

January 29, 2007

Mike Byrd  
Richland County EMS  
Columbia, SC

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In summary, I give my highest level of support for this proposal.

Sincerely,

W. Joseph Hollins, II, MD, FACC

TH/tec

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## Columbia Heart

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Robert V. Schulze, Jr., MD, FACC

Gopi V. Shah, MD, FACC

William W. Stuck, MD, FACC

M. Timothy Wells, MD, FACC

*\*Emeritus*

January 29, 2007

Mike Byrd  
Richland County EMS  
Columbia, SC

Dear Mr. Byrd:

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In summary, I give my highest level of support for this proposal.

Sincerely,

Charles W. Hendricks, MD, FACC

TH/tec

8 Medical Park

Suite 300

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[www.columbia-heart.com](http://www.columbia-heart.com)



## Columbia Heart

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Sincerely,

J. William Phillips, III, MD, FACC  
Columbia Heart, Director of Medical Education  
Columbia Heart, Director of Cardiovascular Research  
Vice Chief of Cardiac Services, Palmetto Health Richland

TH/tec



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Robert A. Schulze, Jr., MD, FACC

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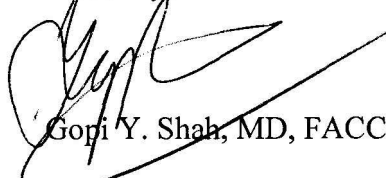
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In summary, I give my highest level of support for this proposal.

Sincerely,



Gopi Y. Shah, MD, FACC

IH/tec

## Richland County Council Request of Action

**Subject:** Killian Crossing Development Sewer Easement

### **A. Purpose**

County Council is requested to grant an eighteen-inch sanitary sewer main easement for connection of the Killian Crossroads Development (This is a 400 acre mixed-use development at the intersection of Killian Road and I-77) across the front of the Richland County Killian Fire Station property RC tax map # 17400-09-15 to the City of Columbia system.

### **B. Background / Discussion**

It has been determined by BP Barber, engineering services for Killian Crossing Development, that the installation of the gravity sanitary sewer system that this connection point is the only feasible location due to location of existing City of Columbia sewer trunk line and the topography of the surrounding area. An agreement with the Developer has been requested to ensure that service from the fire station will not be interrupted by coordinating the installation of this main, in three separate sections, through Richland County Facilities Division. This agreement states that the disturbed property will be restored to its previous or an improved condition. This agreement also states that all costs associated with the installation and connection of this main will be paid to the City directly by the Killian Crossing Development. This will ensure the county can connect to the fire station, to the City sewer system, at no cost other than the service connection construction.

### **C. Financial Impact**

There will be no cost impact to Richland County.

### **D. Alternatives**

List the alternatives to the situation. There will always be at least two alternatives:

1. Approve the request to grant the easement and allow the connection to the City's trunk line and allow the development to proceed.
2. Do not approve permission to grant the easement and have the Killian Crossing Development find alternative handling for the sewer system and/or have to pursue condemnation action against the County.

### **E. Recommendation**

It is recommended for County Council to approve recommendation #1 and allow the easement to the City of Columbia.

**Recommended by:** Howard Boyd

**Department:** DPW - Engineering

**Date:** 3/13/07

## F. Reviews

### Finance

Reviewed by: Daniel Driggers

Date: 3/16/07

✓ Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

### Emergency Services

Reviewed by: Michael Byrd

Date: 3/19/07

✓ Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

### Legal

Reviewed by: Amelia Linder

Date: 3/16/07

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: Both alternatives appear to be legally sufficient; therefore, this request is at the discretion of County Council.

### Administration

Reviewed by: Tony McDonald

Date: 3/19/07

✓ Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

STATE OF SOUTH CAROLINA  
COUNTY COUNCIL FOR RICHLAND COUNTY  
ORDINANCE NO. \_\_\_\_-07HR

AN ORDINANCE AUTHORIZING THE GRANTING OF A SANITARY SEWER RIGHT-OF-WAY EASEMENT TO THE CITY OF COLUMBIA ACROSS PROPERTY IDENTIFIED AS A PORTION OF TMS NUMBER 17400-09-15, TO SERVE THE KILLIAN CROSSROADS DEVELOPMENT.

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

SECTION I. The County of Richland and its employees and agents are hereby authorized to grant a sanitary sewer right-of-way easement to the City of Columbia across property identified as a portion of 17400-06-15 to serve the Killian Crossroads Development, as specifically described in the Easement, a copy of 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 effective from and after \_\_\_\_\_, 2007.

RICHLAND COUNTY COUNCIL

By: \_\_\_\_\_  
Joseph McEachern, Chair

Attest this \_\_\_\_\_ day of  
\_\_\_\_\_, 2007.

\_\_\_\_\_  
Michielle R. Cannon-Finch  
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:

## **Richland County Council Request of Action**

**Subject:** Sanitary Sewer Extension Agreement – Rothstein Tract, Walmart and other System Improvements

### **A. Purpose**

The purpose of this report is to obtain approval of a “Sanitary Sewer Extension Agreement” for sewer service to the Rothstein Tract, Walmart Shopping Center and the upgrade of several existing system components.

### **B. Background**

The Broad River Regional sewer system has been developed primarily by developers extending sewer lines to new subdivisions. The County has a sewer extension policy that will allow developers to recoup a portion of their investment in the sewer line extension if other property owners connect to the new sewer lines. Only main sewer trunk line and other components that are identified in the County’s sewer master plan qualify for a sewer extension agreement.

### **C. Discussion**

The Mungo Company has partnered with three other developers to extend a sewer line to the proposed site of the Walmart Shopping Center to be constructed near Ballentine, S. C. This line will pass the proposed (one hundred five) 105 lot Mungo development at Arbor Springs. Also, a short sewer line will be extended across Highway 176 from the Waterfall Subdivision to an approved subdivision that will be constructed by Mr. Paul Clifton. In addition to these two sewer line extensions, several existing components downstream must be upgraded. They include the Hollingshed Creek pump station, the Shady Grove pump station; the Hollingshed Creek force main and the wastewater treatment plant influent system. All of these components are part of the County’s sewer master plan.

The estimated construction cost for all components identified above is \$6,098,419.99. The County’s Broad River Sewer Fund will contribute \$1,600,000.00 toward the construction of the Hollingshed Creek pump station. The remaining \$4,498,419.99 will be funded by the developers. The County previously received bids on the Hollingshed Creek pump station at approximately \$2,800,000.00. Insufficient funds were available within the County budget to proceed therefore the developers were asked to fund the difference in the construction cost.

Entering into this sanitary sewer extension agreement will be consistent with existing policies for the expansion of the Broad River Regional Sewer System.

### **D. Financial Impact**

The Northwest Sewer Associates, LLC plans to invest \$4,498,419.99 in the extension of sewer lines and the upgrade of components of the existing sewer system. The County will contribute \$1,600,000.00 from the Broad River Sewer operations budget. No additional funds should be required. For their investment, the developers will receive sewer taps equal to the value of their investment that may be used for payment of connection fees for lots within their subdivision. The developers assume the risk of recovering their investment due to the limited life of the sewer taps.

#### E. Alternatives

1. Approve the Sanitary Sewer Extension Agreement as presented.
2. Disapprove the agreement. A court order exists that requires a sewer extension agreement approval with the Mungo Company or any of its affiliates.

#### F. Recommendation

It is recommended that County Council approve the “Sanitary Sewer Extension Agreement” for the Rothstein tract and other property off-site sanitary sewer extension and related system improvements.

**Recommended by:** Andy H. Metts      **Department:** Utilities      **Date:** 03/13/07

#### G. Reviews

##### Finance

Reviewed by: Daniel Driggers      Date: 3/20/07  
 Recommend Council approval       Recommend Council denial  
Comments regarding recommendation: Recommend approval based on current practice. However Council should ensure that the agreement will not have a negative impact on the current rate structure analysis being considered with the \$32m bond issue. The rate structure includes hard revenue dollars generated from 450 new tap fees annually in order to cover the debt service requirements. Failure to meet this assumption annually may result in a user fee increase.

##### Legal

Reviewed by: Amelia Linder      Date: 3/20/07  
 Recommend Council approval       Recommend Council denial  
Comments regarding recommendation: Council has the discretion to approve the Agreement as presented or to amend the language of same.

##### Administration

Reviewed by: Tony McDonald      Date: 3/23/07  
 Recommend Council approval       Recommend Council denial  
Comments regarding recommendation: Recommend approval based on the current sewer extension policy and based on the consistency of the proposal with the County’s sewer master plan.



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# SANITARY SEWER MAIN EXTENSION AGREEMENT

STATE OF SOUTH CAROLINA            )  
COUNTY OF RICHLAND                )       SANITARY SEWER MAIN EXTENSION AGREEMENT FOR: THE ROTHSTEIN TRACT AND OTHER PROPERTY OFF- SITE SANITARY SEWER EXTENSION AND RELATED SYSTEM IMPROVEMENTS, RICHLAND COUNTY BROAD RIVER ROAD REGIONAL SEWER SYSTEM

THIS AGREEMENT, entered into this \_\_\_\_ day of February 2007, is by and between the County of Richland, State of South Carolina (hereinafter referred to as the "County"), and the Northwest Sewer Associates, LLC, (hereinafter referred to as "Developer"). This Agreement represents the whole agreement between the two (2) parties and supersedes and replaces any prior agreements, oral or written, between the parties regarding the subject matter of this Agreement.

RECITALS

WHEREAS, Developer desires to finance the design and construction of the sewer collection systems and improvements to existing systems to be known as the ROTHSTEIN TRACT AND OTHER PROPERTY OFF-SITE SANITARY EXTENSION AND RELATED SYSTEM IMPROVEMENTS SEWER PROJECT, as shown on Exhibit "A" (the "Facilities").

WHEREAS, the Developer is an "affiliate" of The Mungo Company, Inc., as defined in that certain Partial Settlement Order of the Court of Common Pleas for Richland County, dated and entered February 8, 1995, captioned *Richland County v. Blizzard, et al v. Richland County*.

WHEREAS, the Facilities generally consist of [i] improvements to the existing Shady Grove sewer pumping station (the "Pump Station Improvements"); [ii] improvements to the existing GPS pumping system at the Broad River Wastewater Treatment Facility and the Wes Bickley Screening Station ("GPS Pumps and Screening Station Improvements"); [iii] 4,544 +/- linear feet of ten (10") inch and 2,267 +/- linear feet of eight (8") inch gravity sanitary sewer line and appurtenances ("Collection System I"); [iv] 1083 +/- linear feet of fifteen (15") inch gravity sanitary sewer line and appurtenances ("Collection System II"); [v] 5,089 +/- linear feet of twenty-four (24") inch force main and appurtenances ("Force Main"); and [vi] construction of the Hollingshed Creek Pump Station and approximately 1200 +/- linear feet of twenty-four inch (24")force main to the headworks of the treatment plant ("Hollingshed Creek

Improvements”); all as shown on Exhibit A (collectively hereinafter the “Facilities”); and upon completion transfer the “Facilities” to the County for ownership, operation and maintenance.

WHEREAS, final engineering plans and specifications for the portions of the Facilities denominated as the Pump Station Improvements and Collection System I have been: [i] prepared, by a registered professional engineer licensed to practice in South Carolina; conforming to the standards and design, construction and materials normally used and required by the County; [ii] submitted to the County and the South Carolina Department of Health and Environmental Control (hereinafter “DHEC”) for review, approval and issuance of a construction permit; [iii] the County and DHEC have approved said plans and specifications; and [iv] DHEC has issued construction permits for the Collection System I and Pump Station Improvements, all as listed on Exhibit “B.” Plans and specifications for the portion of the Facilities denominated as the GPS Pumps and Screening Station Improvements have not been prepared, submitted or approved.

WHEREAS, County agrees to accept, own, operate and maintain the Facilities upon completion pursuant to the terms hereof.

NOW, THEREFORE, for and in consideration of the mutual covenants, conditions and terms contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

#### ARTICLE I - RESPONSIBILITIES OF THE DEVELOPER

The Developer shall:

- (1) Have prepared final engineering plans and specifications for the GPS Pumps, Screening Station Improvements, Collection System II and Hollingshed Creek Improvements. These plans and specifications shall be prepared by a registered professional engineer licensed to practice in South Carolina; shall conform to standards and design, construction and materials normally used and required by the County; and shall be submitted to the County and the South Carolina Department of Health and Environmental Control (hereinafter “DHEC”) for review, approval and issuance of a construction permit; it being understood that the County shall not impose requirements in excess of those imposed by DHEC in connection with the construction of the GPS Pumps, Screening Station Improvements, Collection System II and Hollingshed Creek Improvements.
- (2) Be responsible for obtaining all permits and approvals including, but not limited to, approved construction plans and SCDHEC construction permit for the GPS Pump and Screening Station Improvements, Collection System II and Hollingshed Creek Improvements.
- (3) Be responsible for obtaining any required City, County or State highway right-of-way encroachment permits, S. C. Water Resources permits, public utility permits, and any required easements on private property. All easements shall be obtained in the name of the County.
- (4) Following the receipt of the construction permits from DHEC, the Developer will obtain a minimum of three (3) “quotes” from licensed utilities contractors for the construction of the

Facilities. Developer may obtain “quotes” for the various portions of the Facilities separately. These “quotes” shall be the price at which the quoting contractor is willing to contract for the construction of the Facilities or portion thereof. The “quotes” shall be used to confirm the “estimated total cost” provided below. The Developer shall not be required to employ any particular contractor and may use its own resources to construct all or a part of the Facilities.

- (5) Upon satisfactory completion of all items in section 4 above, award and administer the contract to insure construction of the Facilities is in accordance with the plans and specifications approved by the County and in accordance with all applicable laws and regulations. Payment of the total cost for the Facilities shall be the responsibility of the Developer, except for the contribution of the County to the Hollingshed Creek Improvements, set forth below;
- (6) Deed good and marketable title to the Facilities, free of any liens or encumbrances, to the County upon completion of construction so that the County can legally own, maintain, and operate the Facilities, including transfer of all easements, rights-of-way, and all improvements thereon, relating to the Facilities; and
- (7) Provide as-built plans, design and construction cost data, to include a certification from the Developer's engineer of actual quantities installed and measured in the field, a lien waiver form and a list of materials installed from the Contractor installing the Facilities.
- (8) The Developer shall obtain all easements in the name of the County for all easements related to the Facilities and shall advise the County prior to closing on the purchase of any easement of the proposed purchase price. In the event the County or the Developer believes the negotiated easement cost is excessive, County staff shall place on the next available meeting agenda of its Council or an appropriate committee thereof a request that it condemn any easement not acquired through negotiation. If Council does not approve condemnation, such easements may be acquired for the negotiated price. The Developer shall be reimbursed with sewer tap certificates for easement acquisition costs whether by condemnation or negotiation.
- (9) Guarantees the work done and materials furnished by him under this project to be free from defects for a period of two (2) years from the date of the permit to operate issued by DHEC. During the years of guarantee, the Developer shall correct any defects that may develop in work done or materials furnished under this contract. Should the Developer fail to correct defects in work, materials or equipment within seven (7) days after being notified by the County, the County may correct such defects and charge the cost to the Developer. In case any defect is an emergency, the County has the right to correct same and charge the actual cost to the Developer.

## ARTICLE II - RESPONSIBILITIES OF THE COUNTY

The County shall:

- (1) Review, and, if acceptable, approve engineering plans for any portion of the Facilities for which plans have not been previously approved;
- (2a) Contribute the first One Million, Six Hundred Thousand Dollars (\$1,600,000) required for the Hollingshed Creek Improvements to paid in installments upon certifications of completion by the Developer's engineer in accordance with the terms of the contract awarded pursuant to paragraph I (5) hereof.
- (2b) Periodically inspect the construction process to ensure that construction is being performed in accordance with approved plans and specifications and sound engineering standards and principles;
- (3) Within ten (10) days of final DHEC approval, accept the completed portion of the Facilities for operation and maintenance, provided the approved portion of the Facilities are constructed in accordance with this Agreement and the Developer has otherwise performed its obligations hereunder (provided, however, that such acceptance shall not constitute a waiver of any rights the County may have against the Developer for breach of its obligations hereunder);
- (4) Upon proper transfer of each portion of the Facilities to the County, issue to the Developer non-transferable (except as provided herein) sewer tap certificates as compensation for designing and constructing the portion of the Facilities transferred based on actual costs or the maximum estimated total cost as agreed below, at the option of the County as follows:
  - a. Sewer tap certificates shall be issued for the total cost to the Developer of the Facilities as the sum of the engineering fees, easement acquisition and con-demnation costs, attorney's fees and the construction cost including materials and labor. The final total cost shall be determined by the County with construction cost being based on actual quantities installed and measured in the field. The estimated total cost, exclusive of easement acquisition and condemnation costs for all the Facilities is agreed to be \$6,098,419.99, determined for each portion of the Facilities, as follows: Pump Station Improvements, \$1,242,733.10; GPS Pumps and Screening Station Improvements, \$90,000; Collection System I, \$1,150,463.87; Collection System II, \$345,078; Force Main, \$1,061,245.02; and Hollingshed Creek Improvements, \$2,208,900. Sewer tap certificates shall be calculated for each portion of the Facilities and issued for each portion upon completion of each portion of the Facilities.

It is understood and agreed that the estimated total cost for each portion of the Facilities, plus easement acquisition and condemnation costs, shall be the maximum amount that the County will credit the Developer for that portion of the Facilities.
  - b. The cost of all on-site sanitary sewers (those not included in the Facilities) shall be absorbed by the Developer with the exception of sewer lines that require over sizing to adhere to the County's Sewer Master Plan. If the County requires lines to be oversized, the Developer shall be issued sewer tap certificates for the difference in actual construction cost of the line size required by the County and that normally required to serve Developer's

project. The Developer shall make provisions during the project bid process to obtain the difference in construction cost for the oversized system. The estimated difference in construction cost for the oversized system shall be included in the estimated total cost in paragraph 4(a).

- c. The number of the sewer tap certificates as specified in Article II, paragraph 4(a) shall be determined by dividing the total construction cost for each portion of the Facilities by the County's established tap fee rate per residential equivalent in effect at the time the tap certificates are issued, except that the number of tap certificates issued for the Hollingshed Creek Improvements shall be based upon the Developer's contribution to the cost, exclusive of the County's contribution. If a fractional certificate is involved, the number of certificates to be issued shall be rounded down to the next lower whole number. The number of sewer tap certificates issued under this Agreement for each portion of the Facilities, exclusive of certificates issued for easement acquisition and condemnation cost and over sizing cost, for each portion shall not exceed the number of taps determined by dividing the estimated total cost specified above in paragraph 4(a) for each portion by the then current sewer tap price. Certificates for each portion of the Facilities will be issued upon its completion.
- d. The tap certificates issued hereunder will have a ten (10) year usable life and will have a constant value, equal to the value at the time of issuance, throughout this life. The tap certificate issue date shall coincide with the date of the South Carolina Department of Health and Environmental Control's Permit to Operate.

Prior to the expiration of any sewer tap certificates at the end of ten (10) years, at the option of the Developer, tap certificates which would otherwise expire may be: [a] sold to end users, [b] assigned to specific lots, or {c} presented to the County for redemption. Upon such presentation for redemption, the County, at its option, shall redeem the tap certificates for cash or exchange the tap certificates for new certificates. If new certificates are issued they will have a life of ten (10) years and shall be subject to the provisions hereof, including, without limitation, the rights of the Developer at the end of ten (10) years as provided in this subsection. The Developer may, but shall not be required to do so, consign any or all of the tap certificates issued for redeemed certificates to the County for sale. The County shall sell any consigned certificates alternatively (every other) with its certificates (i.e. one of the Developers certificates will be sold for each of the County's certificates sold). Proceeds from the sales of the Developers certificates will be remitted to the Developer monthly within ten (10) days after the end of the month in which the sale took place.

- e. The Developer will have the exclusive right to sell tap certificates for use within any properties served by the Facilities or any portion thereof, and within its or its affiliates subdivisions and properties as long as it has certificates available for sale.

ARTICLE III - TERM OF AGREEMENT

Developer must begin construction within one (1) year of the date hereof and complete the Facilities and transfer the Facilities to the County within two (2) years from the date of the Agreement. Should the Developer not begin and finish its construction of the Facilities within such periods, the County may terminate this Agreement without any further liability on its part. The County reserves the right to amend or terminate this agreement in whole or in part in the event a third party needs to construct any part or all of the Facilities prior to the Developer beginning construction.

ARTICLE IV - COMPLIANCE WITH LOCAL LAWS

The Developer shall comply with all applicable laws, ordinances and codes of the State of South Carolina and the County of Richland and shall commit no trespass on any public or private property in performing any of the work embraced by this Agreement.

ARTICLE V- INDEMNIFICATION

The Developer agrees to indemnify the County for all damages, costs (including reasonable attorneys' fees), or other expenses which the County may incur as a result of a breach of the Developer's obligations hereunder.

IN WITNESS WHEREOF, the parties herein have hereunto set their hands and seal the year and day of the first above written.

WITNESSES:

COUNTY OF RICHLAND

By:

\_\_\_\_\_  
\_\_\_\_\_

Governing Body of Richland  
County  
Duly Authorized Officer

WITNESSES:

NORTHWEST SEWER ASSOCIATES, LLC

By: \_\_\_\_\_

Its: \_\_\_\_\_

\_\_\_\_\_  
Revised February 13, 2007,

STATE OF SOUTH CAROLINA )  
  )  
COUNTY OF RICHLAND      )

PROBATE NO. 1

**Personally appeared before me, the** undersigned witness,  
who being duly sworn says : That (s)he saw the within named  
Northwest Sewer Associates, LLC., by \_\_\_\_\_, its  
\_\_\_\_\_ sign, seal and as its act and deed, deliver the  
within-written Agreement, and that (s)he with the other witness,  
whose signature appears above witnessed the execution thereof.

\_\_\_\_\_

SWORN to before me this the \_\_\_\_\_ day  
of \_\_\_\_\_, 20 \_\_\_\_\_

\_\_\_\_\_  
(L.S.)  
NOTARY PUBLIC FOR SOUTH CAROLINA

My Commission Expires \_\_\_\_\_

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF RICHLAND )

PROBATE NO. 2

**Personally appeared before me, the undersigned witness,**  
who being duly sworn says : **That (s)he saw the within named**  
**Governing Body of Richland County, by its duly authorized officer**  
sign, seal and as its act and deed, deliver the within-written  
Agreement, and that (s)he with the other witness, whose signature  
appears above witnessed the execution thereof.

---

SWORN to before me this the \_\_\_\_ day  
of \_\_\_\_\_, 20 \_\_\_\_\_

\_\_\_\_\_  
(L.S.)  
NOTARY PUBLIC FOR SOUTH CAROLINA

My Commission Expires \_\_\_\_\_

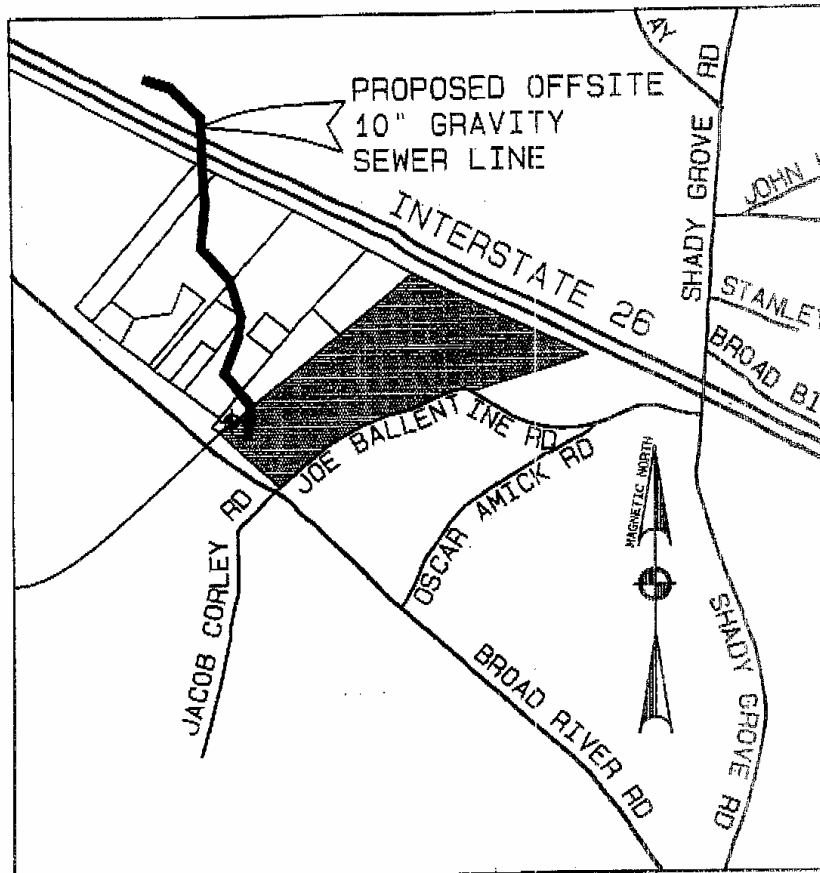


## Table of Contents

#1's in  
agreement  
(ii)

		1. Rothstein Offsite Gravity Sewer Location Map Bid Document	1,150,463.87
	(ii)	2. Meyers Brothers Gravity Sewer Location Map Bid Document	
	(iv)	3. Clifton: 15" Gravity Sewer Location Map Easement Exhibit Cost Estimate	345,078.00
	(v)	4. 24" Force Main on Kennerly Rd Cost Estimate	1,061,245.02
	(i)	5. <del>Shady Grove Road</del> Lift Station Bid Document	1,242,733.10
	(ii)	6. Wes Bickley Road Screening Station Scope of Work and Cost Estimate Pump Modification Exhibit	90,000.00
	(vi)	7. Hollingshed Creek Pump Station and 24" Force Main to WWTP	2,208,900.00
			6,098,419.99

**EXHIBIT 'A'**



LOCATION MAP  
NEAR BALLENTINE, SOUTH CAROLINA  
1" = 1000'

OFFSITE SEWER TO SERVE  
**ARBOR SPRINGS**

**CERTIFIED AS A TRUE AND CORRECT  
TABULATION OF BIDS RECEIVED**

**PROJECT:** **SANITARY SEWER SYSTEM IMPROVEMENTS  
FOR RICHLAND COUNTY UTILITIES  
PREPARED FOR DEVELOPMENT SERVICES, LLC**

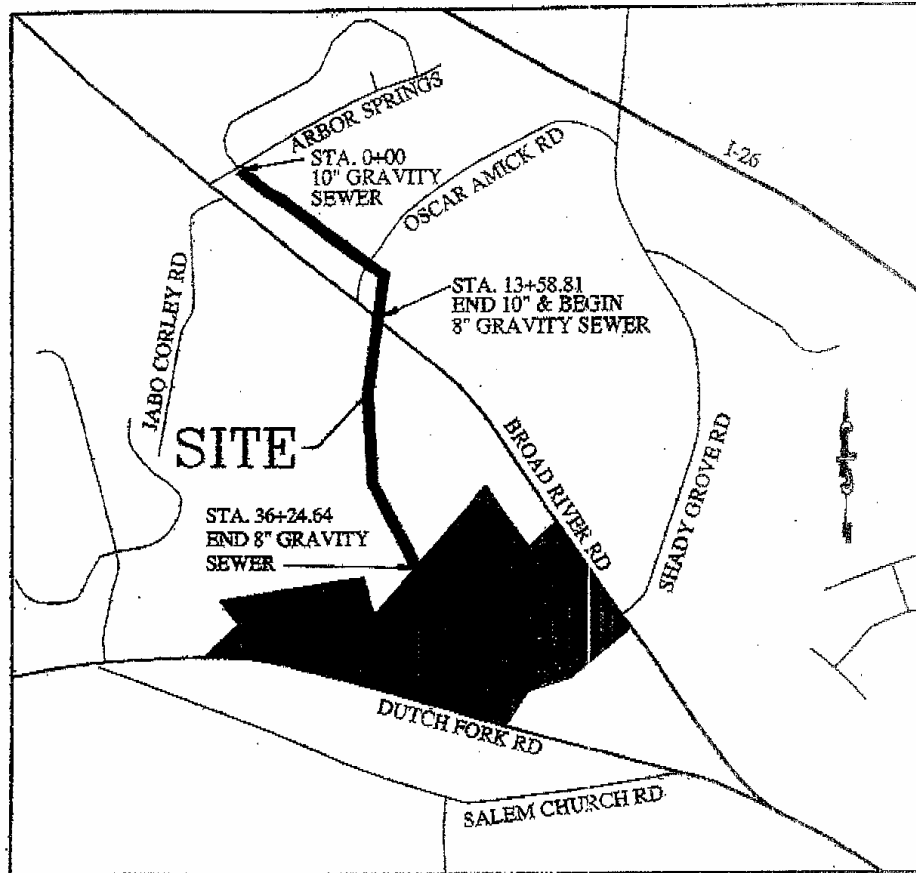
**ROTHSTEIN OFFSITE SEWER**

**PLACE:** **Civil Engineering of Columbia  
3608 Fernandina Road  
Columbia, SC 29210**

**DATE:** **August 9, 2006**

CONTRACTOR	BID AMOUNT	BID ORDER
Metts Construction Co.	\$597,075.50	1
M.V. Poole	\$977,965.00	2
D.S. Utilities	\$693,541.00	3

*Low Bid - \$597,075.50*  
*Engineering @ 15% 89,561.32*  
*Contingency @ 10% 59,707.55*  
*# 746,344.37*



**EXHIBIT "B"**

SCALE: 1"=1,000'

**OFF-SITE SEWER FOR  
BRIGHT-MEYERS RETAIL SHOPPING CENTER  
RICHLAND COUNTY, SOUTH CAROLINA**

PREPARED BY:



**PALMETTO CONSULTING ENGINEERING GROUP, INC.**

CIVIL ENGINEERING DESIGN & CONSULTING

P.O. Box 212827 Columbia, South Carolina 29221 Telephone (803) 796-4562 Fax (803) 796-1070

2

OFF-SITE SEWER FOR BRIGHT-MEYERS RETAIL SHOPPING CENTER

PROBABLE CONSTRUCTION COSTS

PROJECT NO. F-1007

DATE: 01/31/07

ITEM	QUANTITY	UNIT	UNIT PRICE	EXTENDED PRICE
10" PVC Sewer Main	1216	LF	35.00	42,560.00
10" DIP Sewer Main	146	LF	63.00	9,198.00
8" PVC Sewer Main	2067	LF	32.50	67,177.50
8" DIP Sewer Main	198	LF	58.00	11,484.00
8" Stubouts	5	EA	400.00	2,000.00
Tie to Existing Manhole	1	LS	2,000.00	2,000.00
Manholes	25	EA	3,500.00	87,500.00
Wateright Manhole Frames & Lids	24	EA	400.00	9,600.00
Jack & Bore 16" Steel Casing	75	LF	300.00	22,500.00
Silt Fence (Erosion Control)	1	LS	33,400.00	33,400.00
Clear and Grubbing	1	LS	27,600.00	27,600.00
Construction Entrance	1	LS	2,900.00	2,900.00
Mobilization (including material delivery)	1	LS	8,600.00	8,600.00
Grassing	1	LS	6,900.00	6,900.00
Rock Cut (Actual Quantity Unknown)	500	CY	73.00	37,500.00
Construction Staking	1	LS	5,700.00	5,700.00
<b>Total Construction Costs</b>				<b>376,818.50</b>

Engineering Fees				17,000.00
Design & Construction Services				10,500.00
Easement Acquisition & Misc. Services				27,500.00
<b>Total Engineering Fees</b>				<b>55,000.00</b>

# 409,119.50

**Legend**

- Existing Sewer
- Division IV Sewer

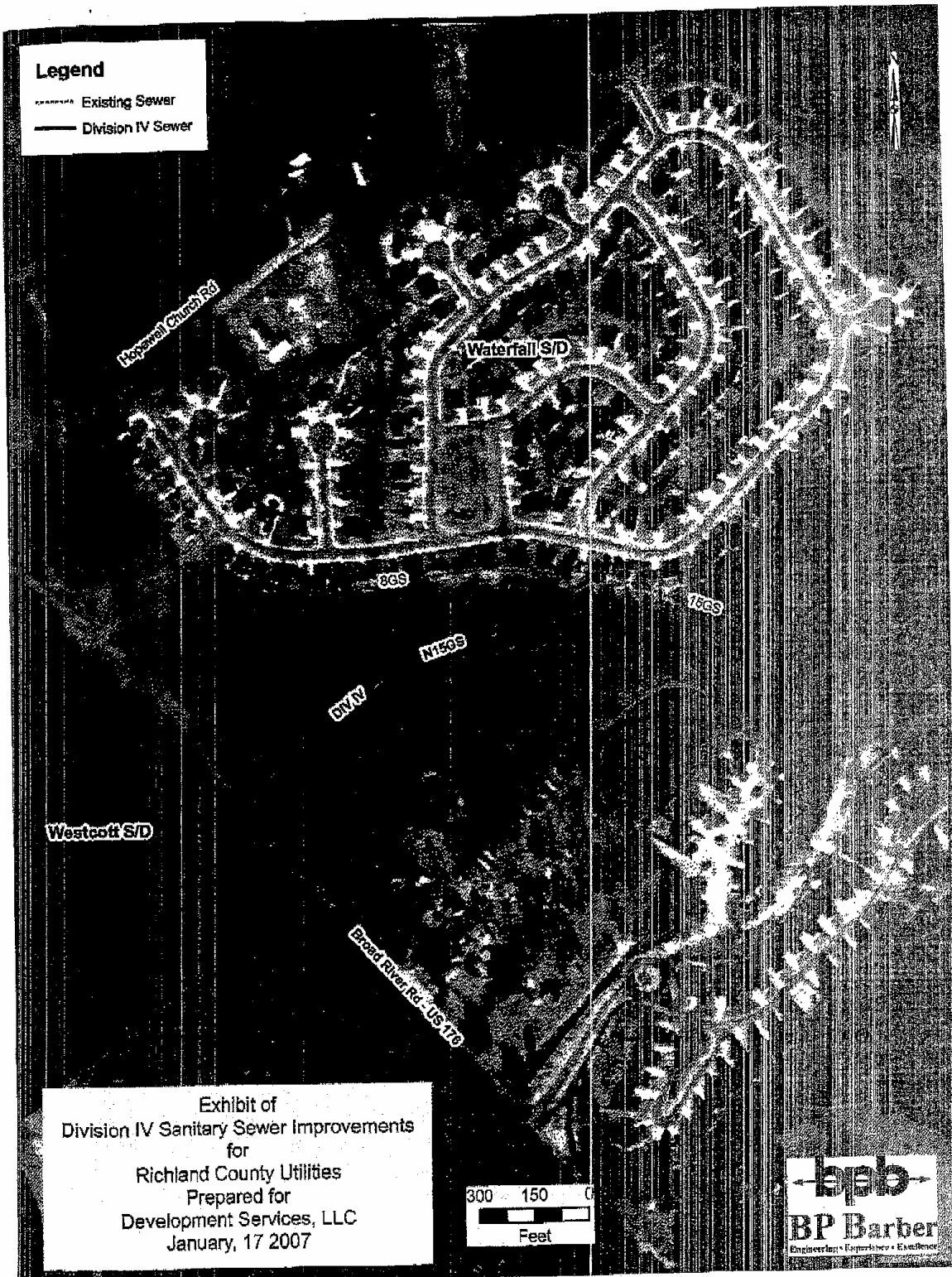
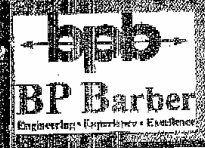
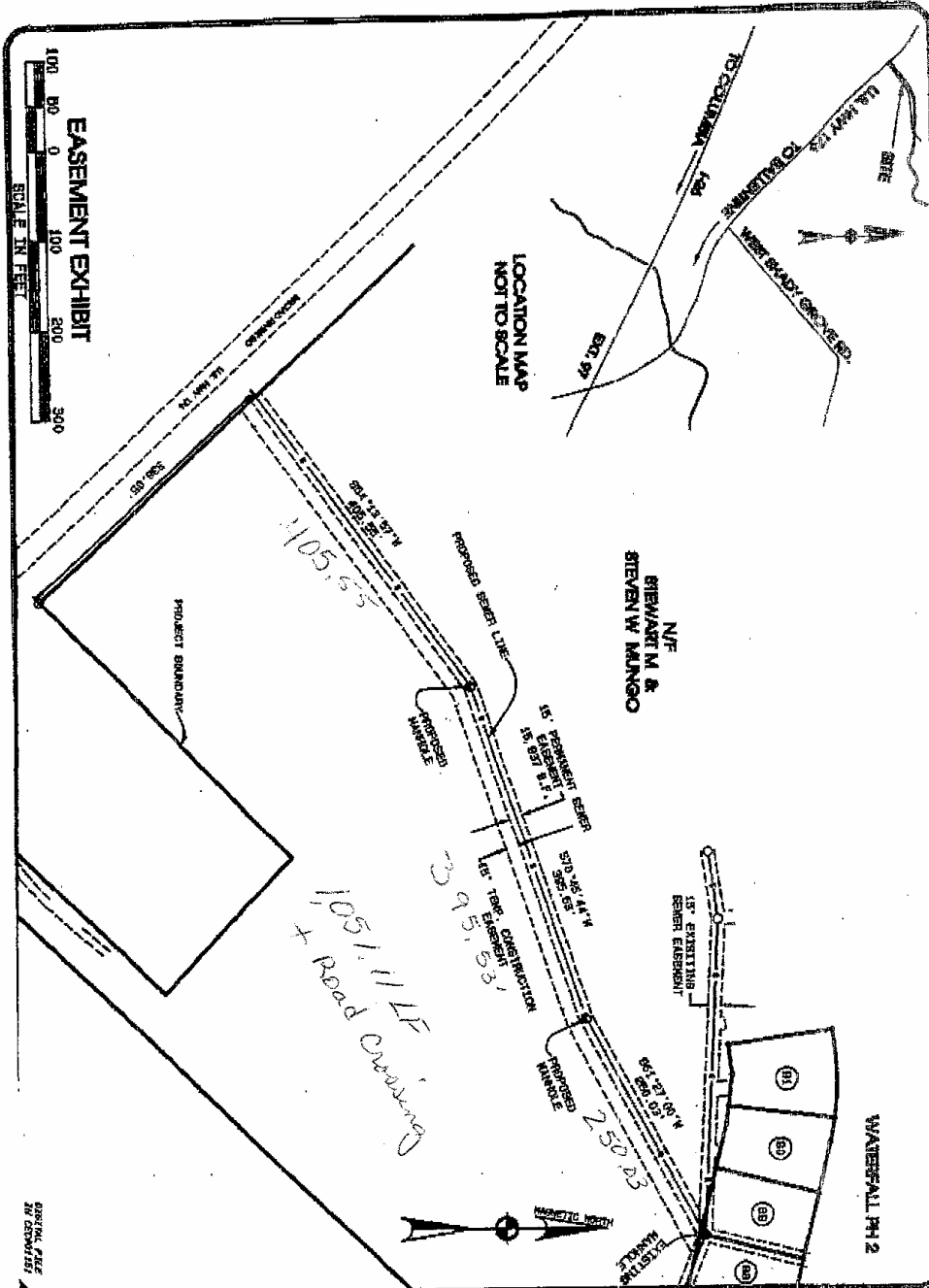


Exhibit of  
Division IV Sanitary Sewer Improvements  
for  
Richland County Utilities  
Prepared for  
Development Services, LLC  
January, 17 2007





**EASEMENT EXHIBIT**  
 SCALE IN FEET  
 0 100 200 300

LOCATION MAP  
 NOT TO SCALE

N/E  
 STEWART M. &  
 STEVEN W. MUNGO

WATERFALL PH 2

DATE	DESCRIPTION	BY
MARCH 24, 2006		
DRAWN		A. BAGNAL
JOB NUMBER		04143
SCALE		1" = 100'



**OFFSITE SANITARY SEWER EXHIBIT PREPARED FOR RICHLAND COUNTY UTILITIES AND SERVICES**

**CIVIL ENGINEERING OF COLUMBIA**  
 CONSULTING ENGINEERING SURVEYING AND PLANNING  
 2605 FERNANDEZ ROAD COLUMBIA, SOUTH CAROLINA 29210  
 TELEPHONE 803-739-0200 FAX 803-739-0206

ANY CERTIFICATIONS, WARRANTIES, OR GUARANTEES EXPRESSED BY THE ENGINEER OR SURVEYOR OF RECORD FOR THIS PROJECT ARE DATED AND TO EXPRESS THAT STANDARD AND REASONABLE CARE WERE USED IN THE PREPARATION OF THIS EXHIBIT.

**Bailey Tract Off-site Sewer - Preliminary Cost Estimate**  
**BPB Project No. 05362 January 17, 2007**

Item	Quantity	Unit	Unit Price	Total
<b>Division IV 15" Gravity Sewer</b>				
15" Gravity Sewer	655	LF	\$52.00	\$34,060.00
0'-8' Deep	404	LF	\$57.00	\$23,028.00
6'-8' Deep	24	LF	\$65.00	\$1,560.00
8'-10' Deep	500	LF	\$65.00	\$32,500.00
16" Ductile Iron Pipe - Extra	35	LF	\$50.00	\$1,750.00
Concrete Encasement	110	LF	\$1,000.00	\$110,000.00
Bore & Jack 36" Steel Casing	110	LF	\$105.00	\$11,550.00
Install 18" DIP in Casing				
4' Diameter Manhole	3	EA	\$3,000.00	\$9,000.00
6'-8' Deep	3	EA	\$3,500.00	\$10,500.00
8'-10' Deep				
4' Diameter Doghouse Manhole	1	EA	\$4,000.00	\$4,000.00
6'-8' Deep	1	LS	\$1,000.00	\$1,000.00
12" Inside Drop	7	EA	\$200.00	\$1,400.00
Watertight Manhole Lid - Extra	1120	LF	\$4.00	\$4,480.00
Silt Fence	350	CY	\$75.00	\$26,250.00
Trench Rock Excavation**	1	AC	\$3,500.00	\$3,500.00
Clearing and Grubbing	1	AC	\$1,500.00	\$1,500.00
Seeding and Mulching				\$271,078.00
<b>Subtotal</b>				
			<b>Engineering (15%):</b>	\$41,000.00
			<b>Contingency (12%):</b>	\$33,000.00
			<b>Total Estimated Construction Cost:</b>	\$345,078.00

\*\*Rock excavation based on 3'x3'x1000'/27.



**Bailey Tract Off-site Sewer - Preliminary Cost Estimate**  
**BPB Project No. 05362 August 8, 2006**

Item	Quantity	Unit	Unit Price	Total
<b>Division I - Broad River Road Force Main</b>				
12" PVC Force Main	10282	LF	\$45.00	\$462,690.00
12" RJ PVC Force Main	222	LF	\$55.00	\$12,210.00
12" RJ DI Force Main	330	LF	\$70.00	\$23,100.00
Bore & Jack 20" Steel Casing	568	LF	\$200.00	\$112,000.00
12" RJ DI Force Main in casing	560	LF	\$70.00	\$39,200.00
12" Plug Valve & Box	4	EA	\$2,600.00	\$10,000.00
8" Plug Valve & Box	1	EA	\$1,650.00	\$1,650.00
Sewage Air Release Valve & Manhole	6	EA	\$5,500.00	\$33,000.00
RJ DI Fittings	2627	LB	\$4.00	\$10,708.00
Remove & Replace Asphalt Roadway	25	LF	\$125.00	\$3,125.00
Resurface Asphalt Driveways	800	LF	\$30.00	\$24,000.00
Connect to 8" Force Main	1	EA	\$1,000.00	\$1,000.00
Connect to 15" Gravity Sewer	1	EA	\$10,000.00	\$10,000.00
**Rock	1650	CY	\$60.00	\$99,000.00
<b>Division II - Kennerly Road Force Main</b>				
24" DI Force Main	4393	LF	\$111.00	\$487,623.00
24" RJ DI Force Main	696	LF	\$133.00	\$92,568.00
Bore & Jack 36" Steel Casing	85	LF	\$500.00	\$42,500.00
24" RJ DI Force Main in casing	85	LF	\$160.00	\$13,600.00
24" RJ 90 DI Bend	3	EA	\$4,100.00	\$12,300.00
24" RJ 45 DI Bend	1	EA	\$3,020.00	\$3,020.00
24" RJ 22-1/2 DI Bend	8	EA	\$3,080.00	\$24,480.00
24" RJ 11-1/4 DI Bend	10	EA	\$3,080.00	\$30,800.00
24" RJ DI Sleeve	1	EA	\$1,800.00	\$1,800.00
Sewage Air Release Valve & Manhole	3	EA	\$6,000.00	\$18,000.00
Silt Fence	220	LF	\$3.00	\$660.00
Rip Rap at creek crossing	233	SY	\$75.00	\$17,475.00
Remove & Replace Asphalt Pavement Driveway	500	SY	\$30.00	\$15,000.00
Connect New 24" Force Main to Existing 24" Force Main	2	EA	\$2,000.00	\$4,000.00
**Rock	1200	CY	\$60.00	\$72,000.00
<b>Division III - Shady Grove Pump Station Upgrade</b>				
Shady Grove Pump Station Upgrade	1	LS	\$978,530.00	\$978,530.00
<b>Subtotal</b>				<b>\$2,655,539.00</b>
			<b>Engineering (15%):</b>	<b>\$398,000.00</b>
			<b>Contingency (12%):</b>	<b>\$319,000.00</b>
			<b>Total Estimated Construction Cost:</b>	<b>\$3,372,539.00</b>

$835,626$   
 $+ 27\%$   


---

 $1,061,245.02$   
 $978,530$   
 $* 27\%$   


---

 $1,242,733.10$

$835,626$

Note: \*Rock excavation based on 2'x2'x11000'/27. \*\*Rock excavation based on 3'x3'x5300'/27.

**CERTIFIED AS A TRUE AND CORRECT  
TABULATION OF BIDS RECEIVED**

---

**William H. Davis, P.E.  
Project Manager**

**PROJECT:** SANITARY SEWER SYSTEM IMPROVEMENTS  
FOR RICHLAND COUNTY UTILITIES  
PREPARED FOR DEVELOPMENT SERVICES, LLC  
DIVISION III  
SHADY GROVE PUMP STATION UPGRADE

**BPB PROJECT NO.:** 05362

**PLACE:** B.P. Barber & Associates, Inc.  
101 Research Park  
Columbia, SC 29203

**DATE:** November 21, 2006

**TIME:** 2:00 PM

<b>CONTRACTOR</b>	<b>BID AMOUNT</b>	<b>BID ORDER</b>
<b>McClam &amp; Associates, Inc.</b> 1642 Holy Trinity Church Road Little Mountain, SC 29075	\$864,020.00	1
<b>Trussell Bros. Construction Co., Inc.</b> 8024 Irmo Drive Columbia, SC 29212	\$949,789.00	2
<b>Southeastern Utilities, Inc.</b> 9589 Puddin Swamp Road Turbeville, SC 29162	\$985,000.00	3
<b>G.H. Smith Construction, Inc.</b> 430 Shuler Court Columbia, SC 29212	\$1,027,000.00	4

Post-It Fax Note	7671	Date	1/29/07	# of Pages	3
To	Bill Dixon	From	S. J. JOHNSON		
Co./Dept.		Co.			
Phone #		Phone #			
Fax #	769-5885	Fax #			

**PALMETTO CONSULTING ENGINEERING GROUP, INC.**  
*Civil Engineering Design & Consulting*

January 29, 2007

Andy Metts, Director  
 Richland County Utilities & Services  
 3509 Fernandina Road  
 Columbia, SC 29210

Re: Upgrade to Wes Bickley Screening Station and  
 Hollingshed Creek Pumps at Broad River WWTP  
 N-1013

Dear Mr. Metts:

As part of the improvements to allow connections to the Hollingshed Creek GPS line while the Hollingshed Creek Pump Station is under construction, the following improvements are proposed.

1. Raise the Wes Bickley Road Screening Station by 4 ft. to eliminate flooding.
2. Install 18" x 18" tapping sleeve and valve on the 18" Hollingshed Creek GPS line, extend 18" line and install three 12" lines to the suction side of the Gorman Rupp T-8 pumps. See attached drawing
3. Tap the 18" line with 2" tap and install 18" DI flanged pipe vertically. A tap will be made on the top flange to hang a pressure transducer in the 18" DIP. This pressure transducer will measure the water pressure in the pipe and control the T-8 suction pumps. An air relief valve will be installed on the top flange to vent any gases.
4. The top of the 18" vertical DIP will be in a manhole.
5. The control wires will be installed in conduit up the outside slope of the dike and a new control panel installed in the existing pump building.

The estimated costs of these items are listed below:

1. Screening station	\$10,000
2. Piping and controls for T-8 pumps	<u>\$80,000</u>
3. Total	\$90,000

M:\Documents\N-1013 Northwest Sewer Associates, LLC\Wes Bickley Screening Station and T-8 Improvements.doc

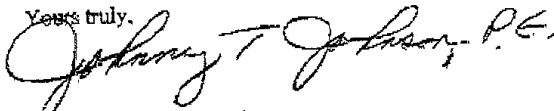
PCBG

PO Box 212327 • 1343 Garner Lane • Suite 200 • Columbia, SC 29221-2327  
 (803) 798-4362 • Fax (803) 798-1678

Page Two  
Upgrade to Wes Hickey Screening Station and  
Hollingshed Creek Pumps at Broad River WWTP  
N-1013

Please call me if you have any questions concerning this matter.

Yours truly,

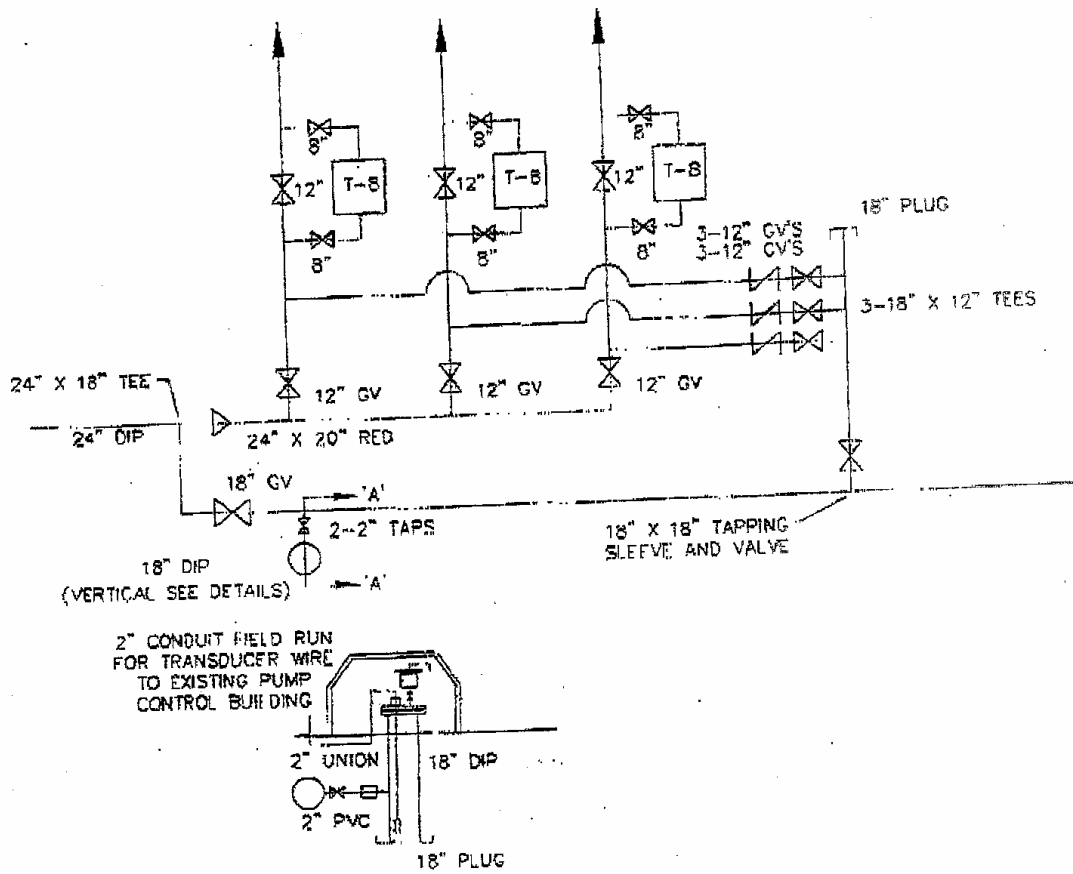


Johnny T. Johnson, P. E.

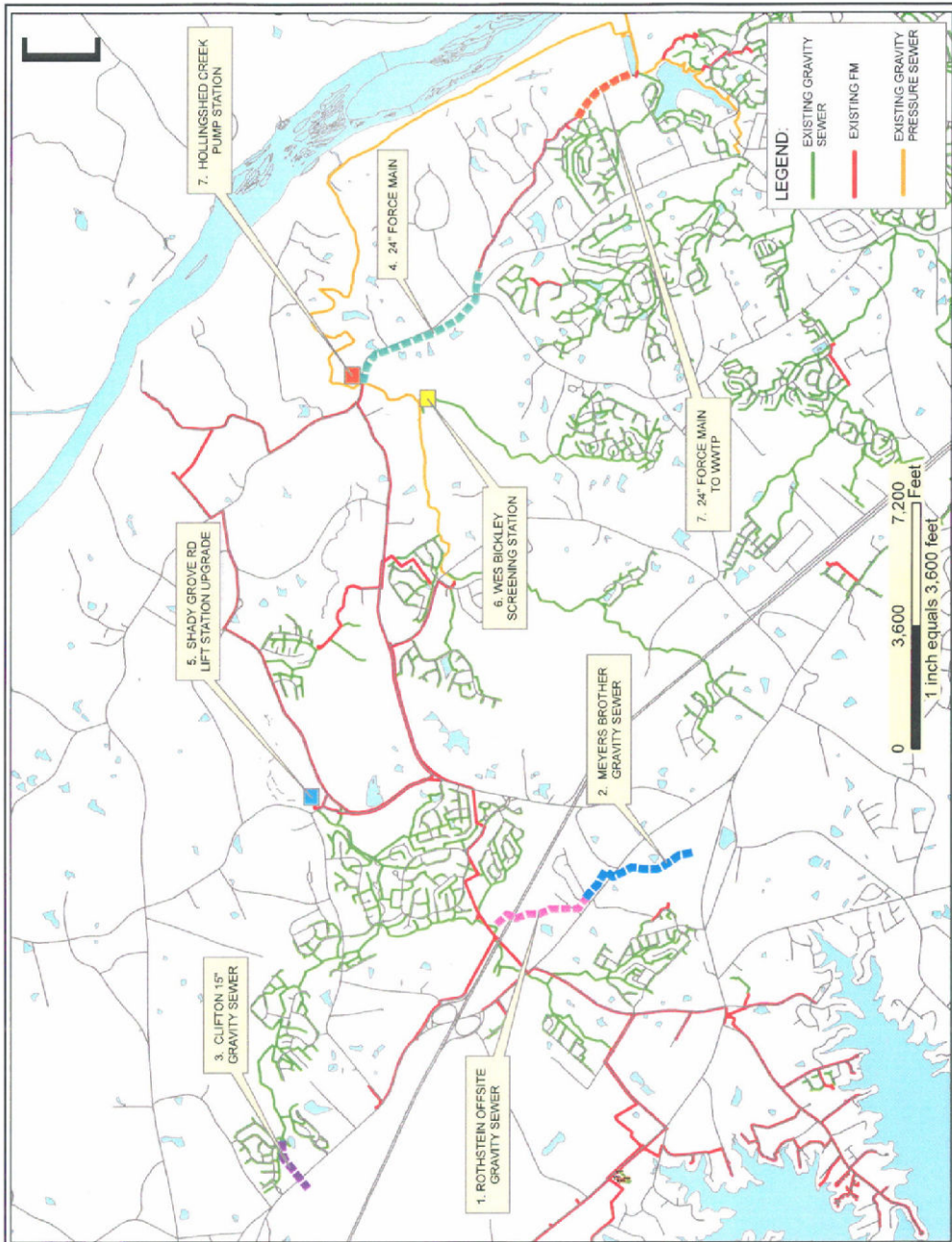
JTJ/mw

Enclosure

- Co: Paul Xhajanka
- Paul Clifton
- Bill Dixon
- Fred Gertz
- Matt Sasser
- Ray Peterson



# BROAD RIVER WWTP T-8 PUMP MODIFICATIONS



## **Richland County Council Request of Action**

**Subject:** Sanitary Sewer Extension Agreement – Eagles Rest Subdivision Sewer Lift Station and Odor Control Building

### **A. Purpose**

The purpose of this report is to obtain approval of a “Sanitary Sewer Extension Agreement” for the upgrade of an existing sewer lift station and the construction of an odor control building to serve the Eagles Rest Subdivision.

### **B. Background**

The Broad River Regional sewer system has been developed primarily by developers extending sewer lines to new subdivisions. The County has a sewer extension policy that will allow developers to recoup a portion of their investment in the sewer line extension if other property owners connect to the new sewer lines. Only main sewer trunk line and other components that are identified in the County’s sewer master plan qualify for a sewer extension agreement.

### **C. Discussion**

The Shumaker Company is proposing to upgrade an existing Richland County Sewer lift station in order to provide sewer service to their Eagles Rest Subdivision in White Rock. The upgrade of the lift station will require the complete replacement of the existing facility and the construction of an odor control system on site. This lift station is a component of the Richland County sewer master plan and therefore should qualify for construction under a sanitary sewer extension agreement.

The Shumaker Company plans to invest approximately \$434,725.00 in the upgrade of this lift station. For their investment, the developer will receive sewer taps equal to the value of their investment that may be used for payment of connection fees for lots within their subdivision.

Entering into this sanitary sewer extension agreement will be consistent with existing policies for the expansion of the Broad River Regional Sewer System.

### **D. Financial Impact**

The Shumaker Company will fund all cost associated with this lift station upgrade. No additional funds should be required.

### **E. Alternatives**

1. Approve the Sanitary Sewer Extension Agreement as presented.

2. Disapprove the agreement. A court order exists that requires a sewer extension agreement approval with the Mungo Company or any of its affiliates.

## F. Recommendation

It is recommended that County Council approve the “Sanitary Sewer Extension Agreement” for the upgrade of the Eagles Rest Subdivision sewer lift station and odor control building.

**Recommended by:** Andy H. Metts      **Department:** Utilities      **Date:** 03/13/07

## G. Reviews

### Finance

Reviewed by: Daniel Driggers      Date: 3/20/07  
 Recommend Council approval       Recommend Council denial  
Comments regarding recommendation: Recommend approval based on current practice. However Council should ensure that the agreement will not have a negative impact on the current rate structure analysis being considered with the \$32m bond issue. The rate structure includes hard revenue dollars generated from 450 new tap fees annually in order to cover the debt service requirements. Failure to meet this assumption annually may result in a user fee increase.

### Legal

Reviewed by: Amelia Linder      Date: 3/20/07  
 Recommend Council approval       Recommend Council denial  
Comments regarding recommendation: Council has the discretion to approve the Agreement as presented or to amend the language of same.

### Administration

Reviewed by: Tony McDonald      Date: 3/23/07  
 Recommend Council approval       Recommend Council denial  
Comments regarding recommendation: Recommend approval based on the current sewer extension policy and based on the consistency of the proposal with the County’s sewer master plan.



# SANITARY SEWER MAIN EXTENSION AGREEMENT

STATE OF SOUTH CAROLINA    ) SANITARY SEWER MAIN EXTENSION  
   ) AGREEMENT FOR:  
   ) EAGLES’S REST LIFT STATION & ODOR  
   ) CONTROL BUILDING  
 COUNTY OF RICHLAND         ) BROAD RIVER REGIONAL SEWER SYSTEM

THIS AGREEMENT entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2007, is by and between the County of Richland, State of South Carolina (hereinafter referred to as the "County"), and **Shumaker Homes, Inc.**, (hereinafter referred to as "Developer"). This Agreement represents the whole agreement between the two parties and supersedes and replaces any prior agreements, oral or written, between the parties regarding the subject matter of this Agreement.

## RECITALS

WHEREAS, the Developer desires to finance the design and construction of a sanitary sewer lift station to be known as the **Eagle’s Rest Lift Station**, as delineated on plans prepared for Richland County Utilities, prepared by Civil Engineering of Columbia, dated \_\_\_\_\_, 2007, Project No. \_\_\_\_\_ (herein after referred to as “Facilities”) and being further delineated thereon as (wetwell, pumps, piping, control panel(s), wiring, valve pit, connection to existing force main, climate control/odor control building, generator, gravel, grading, and fencing) located near the intersection of Johnson Marina Road and Lowman Home Barn Road, copies of said plans are on file in the Richland County Utilities Division, and upon completion, to transfer the Facilities to the County for ownership, operation and maintenance; and

WHEREAS, the Developer and the Mungo Company, Inc. have entered into a separate agreement for funding the construction of this lift station and therefore is an “affiliate” of the Mungo Company, Inc., as defined in that certain Partial Settlement Order of the Court of Common Pleas for Richland County, dated and entered February 8, 1995, captioned *Richland County v. Blizzard, et al v. Richland County* and

WHEREAS, County agrees to accept, own, operate and maintain the Facilities upon completion pursuant to the terms hereof.

NOW, THEREFORE, for and in consideration of the mutual covenants, conditions and terms contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

## ARTICLE I - RESPONSIBILITIES OF THE DEVELOPER

The Developer shall:

- (1) Have prepared final engineering plans and specifications for the sewerage system to be constructed. These plans and specifications shall be prepared by a registered professional engineer licensed to practice in South Carolina; shall conform to standards and design, construction and materials normally used and required by the County; and shall be submitted to the County and the South Carolina Department of Health and Environmental Control (DHEC) for review, approval and issuance of a construction permit.
  - (4) Be responsible for obtaining all permits and approvals including, but not limited to, approved construction plans, SCDHEC construction permit, any required City, County or State highway right-of-way encroachment permits, S. C. Water Resources permits, public utility permits, and any required easements on private property. All easements shall be obtained in the name of the County. The Developer shall receive approval from the County prior to closing on the purchase of any easement.
- (3) Following the receipt of the construction permits from DHEC, the Developer will obtain a minimum of three (3) “quotes” from licensed utilities contractors for the construction of the Facilities. Developer may obtain “quotes” for the various portions of the Facilities separately. These “quotes” shall be the price at which the quoting contractor is willing to contract for the construction of the Facilities or portion thereof. The “quotes” shall be used to confirm the “estimated total cost” provided below. The Developer shall not be required to employ any particular contractor and may use its own resources to construct all or a part of the Facilities.
- (4) Upon satisfactory completion of all items above, award and administer the contract to insure construction of the Facilities is in accordance with the plans and specifications approved by the County and in accordance with all applicable laws and regulations. Payment of the total cost for the facilities shall be the responsibility of the Developer;
  - (5) Deed good and marketable title to the Facilities, free of any liens or encumbrances, to the County upon completion of construction so that the County can legally own, maintain, and operate the Facilities, including transfer of all easements, rights-of-way, and all improvements thereon, relating to the Facilities;
  - (6) Provide as-built plans, design and construction cost data, to include a certification from the Developer's engineer of actual quantities installed and measured in the field, a lien waiver form and a list of materials installed from the Contractor installing the Facilities, and;
  - (7) Be responsible for payment of sewer tap fees for properties discussed herein prior to the issuance of the permit to operate the Facilities by the SCDHEC. Sewer tap certificates issued under the terms of this agreement shall be negotiable as payment for sewer tap fees within and outside the property to be served.

- (8) Guarantee the work done and materials furnished by him under this project to be free from defects for a period of two years from the date of the permit to operate issued by S.C. DHEC. During the years of guarantee, the Developer shall correct any defects that may develop in work done or materials furnished under this contract. Should the Developer fail to correct defects in work, materials or equipment within seven (7) days after being notified by the County, the County may correct such defects and charge the cost to the Developer. In case any defect is an emergency, the County has the right to correct same and charge the actual cost to the Developer.

## ARTICLE II - RESPONSIBILITIES OF THE COUNTY

The County shall:

- (1) Review, and, if acceptable, approve engineering plans for Facilities;
  - (2) Periodically inspect the construction process to ensure that construction is being performed in accordance with approved plans and specifications and sound engineering standards and principles;
  - (3) Within ten (10) days of final SCDHEC approval, accept the completed Facilities for operation and maintenance, provided the Facilities are constructed in accordance with this Agreement and the Developer has otherwise performed its obligations hereunder (provided, however, that such acceptance shall not constitute a waiver of any rights the County may have against the Developer for breach of its obligations hereunder);
- (4) Upon proper transfer of the Facilities to the County, issue to the Developer non-transferable sewer tap certificates as compensation for constructing the Facilities based on actual costs or the maximum estimated total cost as agreed below, at the option of the County as follows:
- a. Sewer tap certificates shall be issued for the total cost to the Developer of the Facilities as the sum of the construction cost including materials and labor. The final total cost shall be determined by the County with construction costs being based on the actual quantities installed and measured in the field. The estimated total cost is agreed to be **\$434,725.00**. It is understood and agreed that the estimated total cost is the maximum amount that the County will credit the Developer
  - b. The Developer shall obtain all easements in name of the County and shall advise the County prior to closing on the purchase of any easement of the proposed purchase price. The Developer shall be reimbursed with sewer tap certificates for reasonable easement acquisition cost as determined by the County.
  - f. The cost of all on-site sanitary sewers (those not included in the Facilities) shall be absorbed by the Developer with the exception of sewer lines that require oversizing to adhere to the County's sewer master plan. If the

County requires lines to be oversized, the Developer shall be issued sewer tap certificates for the difference in actual construction cost of the line size required by the County and that normally required to serve the Developer's project. The Developer shall make provisions during the project bid process to obtain the difference in construction cost for the oversized system. The estimated difference in construction cost for the oversized system shall be included in the estimated total cost in paragraph 4 (a).

- g. The number of the sewer tap certificates shall be determined by dividing the total construction cost by the County's prevailing tap fee rate at the time the SCDHEC Permit to Operate is received, currently at \$2,200.00 per residential equivalent for the area. If a fractional certificate is involved, the number of certificates to be issued shall be rounded down to the next lower whole number. It is understood that the maximum number of sewer tap certificates issued under this Agreement shall not exceed **One Hundred Ninety-seven (197)** but shall be subject to the prevailing value at the time the certificate(s) are issued, and in accordance with Paragraph (e) below.
- h. The tap certificates issued hereunder will have a five (5) year usable life and will have a constant value throughout this life, established at the time the Permit to Operate is received. The tap certificate issue date shall correspond to the SCDHEC Permit to Operate date for the Facilities. Tap certificates not sold or assigned to specific property will be void after such five (5) year period.
- f. Retain one (1) certificate issued under this Agreement for each residential lot in the Developer's development known as **Eagle's Rest**.
- g. The sewer tap certificates shall be valid for connection anywhere on the Broad River Regional sewer system.
- h. Have the right to purchase all tap certificates issued under the terms of this Agreement for the value the tap certificates were issued. If the County purchases all tap certificates mentioned herein, the County shall be relieved of any future compensation due the Developer as a result of the terms and conditions of the Agreement.

ARTICLE III - TERM OF AGREEMENT

Developer must continue construction from the date hereof and complete the Facilities and transfer the Facilities to the County within six (6) months from the date of the Agreement. Should the Developer not continue and finish its construction of the Facilities within such periods, the County may terminate this Agreement without any further liability on its part.

ARTICLE IV - COMPLIANCE WITH LOCAL LAWS

The Developer shall comply with all applicable laws, ordinances and codes of the State of South Carolina and the County of Richland and shall commit no trespass on any public or private property in performing any of the work embraced by this Agreement.

ARTICLE V - INDEMNIFICATION

The Developer agrees to indemnify the County for all damages, costs (including reasonable attorneys' fees), or other expenses, which the County may incur as a result of a breach of the Developer's obligations hereunder.

IN WITNESS WHEREOF, the parties herein have hereunto set their hands and seals the year and day of the first above written.

WITNESSES: County of Richland County

COUNTY OF RICHLAND

\_\_\_\_\_

By: \_\_\_\_\_  
County of Richland  
Duly Authorized Officer

\_\_\_\_\_

WITNESSES:

\_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF RICHLAND )

PROBATE NO. 1

**Personally appeared before me**, the undersigned witness, who being duly sworn says : **That (s)he saw the within named Developer** sign seal and as its act and deed, deliver the within-written Agreement, and that (s)he with the other witness, whose signature appears above witnessed the execution thereof.

\_\_\_\_\_

SWORN to before me this the \_\_\_\_\_ day  
of \_\_\_\_\_, 2007

\_\_\_\_\_  
(L.S.)  
NOTARY PUBLIC FOR SOUTH CAROLINA

My Commission Expires \_\_\_\_\_

STATE OF SOUTH CAROLINA )  
  )  
COUNTY OF RICHLAND      )

PROBATE NO. 2

**Personally appeared before me**, the undersigned witness, who being duly sworn says :  
**That (s)he saw the within named County of Richland, State of South Carolina, by its duly  
authorized officer** sign seal and as its act and deed, deliver the within-written Agreement, and  
that (s)he with the other witness, whose signature appears above witnessed the execution thereof.

\_\_\_\_\_

SWORN to before me this the \_\_\_\_ day  
of \_\_\_\_\_, 2007

\_\_\_\_\_  
(L.S.)  
NOTARY PUBLIC FOR SOUTH CAROLINA

My Commission Expires \_\_\_\_\_



MEMORANDUM

DECEMBER 26, 2006

TO: RICHLAND COUNTY UTILITIES  
ANDY METTS

FROM: JOHN HAUN, CIVIL ENGINEERING OF COLUMBIA

RE: EAGLES REST SUBDIVISION SANITARY SEWER LIFT STATION  
AND ODOR CONTROL BUILDING

SHUMAKER HOME'S COST TO COMPLETE A SANITARY SEWER LIFT STATION IS STATED BELOW. THE COST INCLUDES COMPLETE INSTALLATION AND ENGINEERING/SURVEYING TO COMPLETE BUILDING LAYOUT AND AS-BUILTS; THIS COST IS SUPPORTED BY THE ATTACHED COST BACK-UP INFORMATION.

DESCRIPTION OF WORK	QUANTITY	UNIT TYPE	UNIT PRICE
CLIMATE CONTROL BUILDING	1	EACH	\$ 12,000.00
EMERGENCY GENERATOR	1	EACH	\$ 50,000.00
*COMPLETE LIFT STATION	1	L.S.	\$331,200.00
ROCK REMOVAL	475	C.Y.	\$ 34,275.00
ENGINEERING	1	L.S.	\$ 2,500.00
**SURVEYING	1	L.S.	\$ 4,000.00
AS-BUILT DRAWINGS	1	L.S.	\$ 750.00

\*To include: wet well, pumps, piping, control panel, wiring, valve pit, connection to existing force main, gravel, grading and fencing.

\*\*To include setting irons, staking, topo and as-built survey.

**TOTAL COST FOR SHUMAKER HOMES \$434,725.00**

ATTACHMENT: 6 PAGES

JHH



Dec. 22, 2006



Eagles Rest Subdivision  
Sanitary Sewer Lift Station and Odor Control Building  
Shumaker Homes

Sanitary Sewer Extension Agreement

Shumaker Homes's Cost for a Sanitary Sewer Lift Station and Odor Control Building For  
Eagles Rest Subdivision

**For:** Richland County Utilities

Description Of Work	Quantity	Unit Type	Unit Price	Amount
Climate Control Building	1	Each	\$12,000	\$12,000.00
Emergency Generator	1	Each	\$50,000	\$50,000.00
* Complete Lift Station	1	L.S.	\$331,200	\$331,200.00
Rock Removal 457 C.Y.	0	Cubic Yard	\$75.00	\$34,275.00

\*To Include: wet well, pumps, piping, control panel, wiring, valve pit, connection  
to existing force main, gravel, grading, and fencing

**TOTAL COST FOR SHUMAKER HOMES \$427,475.00**

**Joe Pope**

**Shumaker Homes  
(803) 786-9780**

5847 Shakespeare Road  
Columbia, South Carolina 29223  
803/786-9780  
Fax: 803/786-5464  
Website: [www.shumakerhomes.com](http://www.shumakerhomes.com)

FOR THE INTENDED USE OF THE PROJECT AND SHALL BE APPROVED BY ALL PERMITTING AGENCIES. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO INCLUDE COSTS OF ANY INCIDENTAL OR OTHER ITEMS NOT MENTIONED UNDER "DESCRIPTION OF WORK" (i.e. MOBILIZATION, TEMPORARY DITCHES, PIPE FITTINGS, CLEANUP, TESTING, CONSTRUCTION STAKING, ETC.). ANY COSTS FOR THESE ITEMS SHALL BE INCLUDED WITHIN THE ACTUAL ITEMS LISTED AND NOT AS SEPARATE ITEMS OR A CONDITIONAL BID.

QUANTITIES SHOWN ARE ESTIMATED. EACH BIDDER SHALL SATISFY HIMSELF AS TO THE ACCURACY OF THIS ESTIMATE. PAYMENTS SHALL BE MADE BASED ON QUANTITIES INSTALLED. ALL WORKMANSHIP, MATERIALS, INSTALLATION AND RESTORATION SHALL MEET OR EXCEED THE MINIMUM REQUIREMENTS OF RICHLAND COUNTY AND SCDHEC.

EACH BIDDER SHALL BE FAMILIAR WITH THE GUARANTEES/WARRANTY REQUIRED BY RICHLAND COUNTY.

BID

## SANITARY SEWER LIFT STATION FOR PHASE ONE EAGLES REST SUBDIVISION

\*\*\* PLEASE NOTE THAT THE SEWER LINE (INCLUDING MANHOLES) BETWEEN A1 – A WILL NOT BE INCLUDED IN THIS CONTRACT \*\*\*

DESCRIPTION OF WORK	QUANTITY	UNIT TYPE	UNIT PRICE	AMOUNT
1. Climate Controlled Building	1	Each	<u>12,000</u>	<u>12,000</u>
2. Emergency Generator	1	Each	<u>50,000</u>	<u>50,000</u>
3. Complete Lift Station (To include, but not limited to: wet well, pumps, piping, control panel, wiring, valve pit, connection to existing force main, gravel, grading, fencing, etc.)	1	L.S.	<u>331,200</u>	<u>331,200</u>
4. Rock Removal				
Rippable	0	C.Y.	<u>75-</u>	<u>-</u>
Blastable	0	C.Y.	<u>75-</u>	<u>-</u>
<b>TOTAL CONTRACT PRICE</b>			<u>\$ 393,200-</u>	

HOLZHEIMER CONSTRUCTION, INC.  
P.O. Box 571  
Lexington, SC 29071-0571

B-2

(Contractor) proposes and agrees to begin the work on a date to be specified in a written order of the Owner, and to complete the amount of work herein contemplated within sixty (60) consecutive calendar days from and including the said date of commencement. The Bidder further agrees to pay as liquidated damages the sum of \$500.00 for each consecutive calendar day thereafter. It is agreed if the amount of the contract is increased, the time allowed for completion will be increased in proportion to the increase of the

# CONTRACTOR'S APPLICATION FOR PAYMENT

CAP702L PAGE 1 OF 2 PAGES

TO: SHOEMAKER HOMES / EAGLES REST  
 5847 SHAKESPEARE RD.  
 COLUMBIA, SC 29223  
 ATTN: MR. DANNY JONES

PROJECT: EAGLES REST  
 PUMP STATION @ EAGLES REST

VIA ARCHITECT: CIVIL ENGINEERING  
 3608 FERNANDINA RD.  
 COLUMBIA, SC 29210  
 ATTN: MR. MIKE DINKINS

FROM CONTRACTOR: HOLZHEIMER CONSTRUCTION  
 P.O.# 571  
 LEXINGTON, SC 29071

Distribution to:  
 Owner  
 Architect  
 Contractor  
 Construction Mgr

APPLICATION NO: 4  
 PERIOD TO: 10/06/2006  
 CONTRACT DATE: 5/01/2006  
 PROJECT NOS:

CONTRACT FOR: EAGLES REST PUMP STATION

## CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment as shown below, in connection with the contract, Continuation Sheet, Document CAP703, is attached.

1. ORIGINAL CONTRACT SUM	\$ 393,200.00
2. Net Change by Change Orders	\$ 34,275.00
3. CONTRACT SUM TO DATE (Line 1+ 2)	\$ 427,475.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on CAP703)	\$ 385,301.00
5. RETAINAGE:	
a. 10.00 % of Completed Work (Columns D + E on CAP703)	\$ 38,531.00
b. 0.00 % of Stored Material (Column F on CAP703)	\$ 0.00
Total Retainage (Line 5a + 5b or Total in column I of CAP703)	\$ 38,531.00
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)	\$ 346,770.00
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$ 338,423.00
8. CURRENT PAYMENT DUE	\$ 8,347.00
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$ 80,705.00

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	34,275.00	0.00
Total approved this Month	0.00	0.00
<b>TOTALS</b>	<b>34,275.00</b>	<b>0.00</b>
NET CHANGES by Change Order	34,275.00	

Forms & Software by PEM Software 1.800.803.1315

The Undersigned Contractor certifies that to the best of the Contractor's knowledge information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: HOLZHEIMER CONSTRUCTION

By: *[Signature]* Date: 10/06/2006

State of: SC

County of: Lexington

Subscribed and sworn to before

me this 6<sup>th</sup> day of October, 2006

Notary Public: *[Signature]* My Commission Expires: EMD DEC 1 2006

June 23, 2013

## ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated on the Certificate for Payment and that the quality of the Work is in accordance with the Contract Documents, and the amount certified is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ PEL D. JONES  
 (Attach explanation if amount certified differs from the amount applied for in all figures on this Application and on the Continuation Sheet that are required to conform to the amount certified.)

ARCHITECT: *[Signature]*  
 Date: 10/17/06

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the tractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this contract.

\$ 25,000.00 APPROVED BY OWNER IN PREVIOUS MONTHS & PAID.

\$ 9,275.00 IN DISPUTE PER D. JONES 10-13-06. APPROVAL BY ENGINEER

IS GIVEN TO ALLOW THE OWNER TO CONSIDER PAYMENT

*[Handwritten signatures: J. Jones, J. Allen, S. Shinnaker]*

**CAP703 DETAIL PAGE(S)**

**TO:**  
 SHOEMAKER HOMES / EAGLES REST  
 5847 SHAKESPEARE RD.  
 COLUMBIA, SC 29223  
 ATTN: MR. DANNY JONES

**FROM:**  
 HOLZHEIMER CONSTRUCTION  
 P.O.# 571  
 LEXINGTON, SC 29071

**PROJECT**  
 EAGLES REST

APPLICATION#: 4  
 APPLICATION DATE: 10/06/2006  
 PERIOD TO: 10/06/2006

CONTRACT DATE: 5/01/2006

ARCHITECTS PROJECT#:

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		E THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
1	BUILDING	12,000.00	0.00	0.00	0.00	0.00	0.00	12,000.00	0.00
2	GENERATOR	50,000.00	40,000.00	0.00	0.00	0.00	40,000.00	10,000.00	4,000.00
3	LIFT STATION	331,200.00	311,026.00	0.00	0.00	0.00	311,026.00	20,174.00	31,103.00
4	ROCK EXCAVATION WELL & VAULT TO DATE 457 CY @75	34,275.00	25,000.00	9,275.00	0.00	0.00	34,275.00	0.00	3,428.00
		427,475.00	376,026.00	9,275.00	0.00	385,301.00	42,174.00	38,531.00	



**RICHLAND COUNTY**  
**Department of Utilities**  
3506 Fernandina Road  
Columbia, South Carolina 29210

**Andy H. Metts, Director**

Phone: (803) 401-0050  
Facsimile: (803) 401-0030

Maintenance: (803) 401-0050  
Billing: (803) 576-2094

September 15, 2006

Danny Jones  
D.R. Jones Heavy Construction, Inc.  
603 Chapel Road  
West Columbia, South Carolina 29172

RE: Eagles Rest Climate and Odor Control Building Estimate

Dear Mr. Jones:

This letter notifies you that the Eagles Rest Climate and Odor Control Building Estimate dated received September 7, 2006 with a grand total estimate of \$54,890 has been reviewed and approved by this office.

If you have any questions, please contact me at 401-0050.

Sincerely,

Reynaldo M. Angoluan  
Associate Engineer

RMA/jbf

CC: Andy H. Metts, Utilities Director

*Handwritten notes:*  
11  
DR Jones  
[unclear]  
[unclear]  
[unclear]

Shumaker Land Companies  
Eagles Rest, LLC  
October 10, 2006



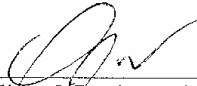
The Mungo Company  
Mr. Bill Dixon  
441 Western Lane  
Irmo, SC 29063


Dear Bill,

This letter is written to document the agreement between Eagles Rest, LLC, a Shumaker Land Company, and The Mungo Company, to jointly construct a Climate and Odor Control Building in one structure to satisfy Richland County Department of Utilities development requirements. Eagles Rest is required to construct a Climate Control Building and The Mungo Company is required to construct an Odor Control Building. Per the attached letter, Richland County has approved placing the Odor Control and Climate Control in one building.

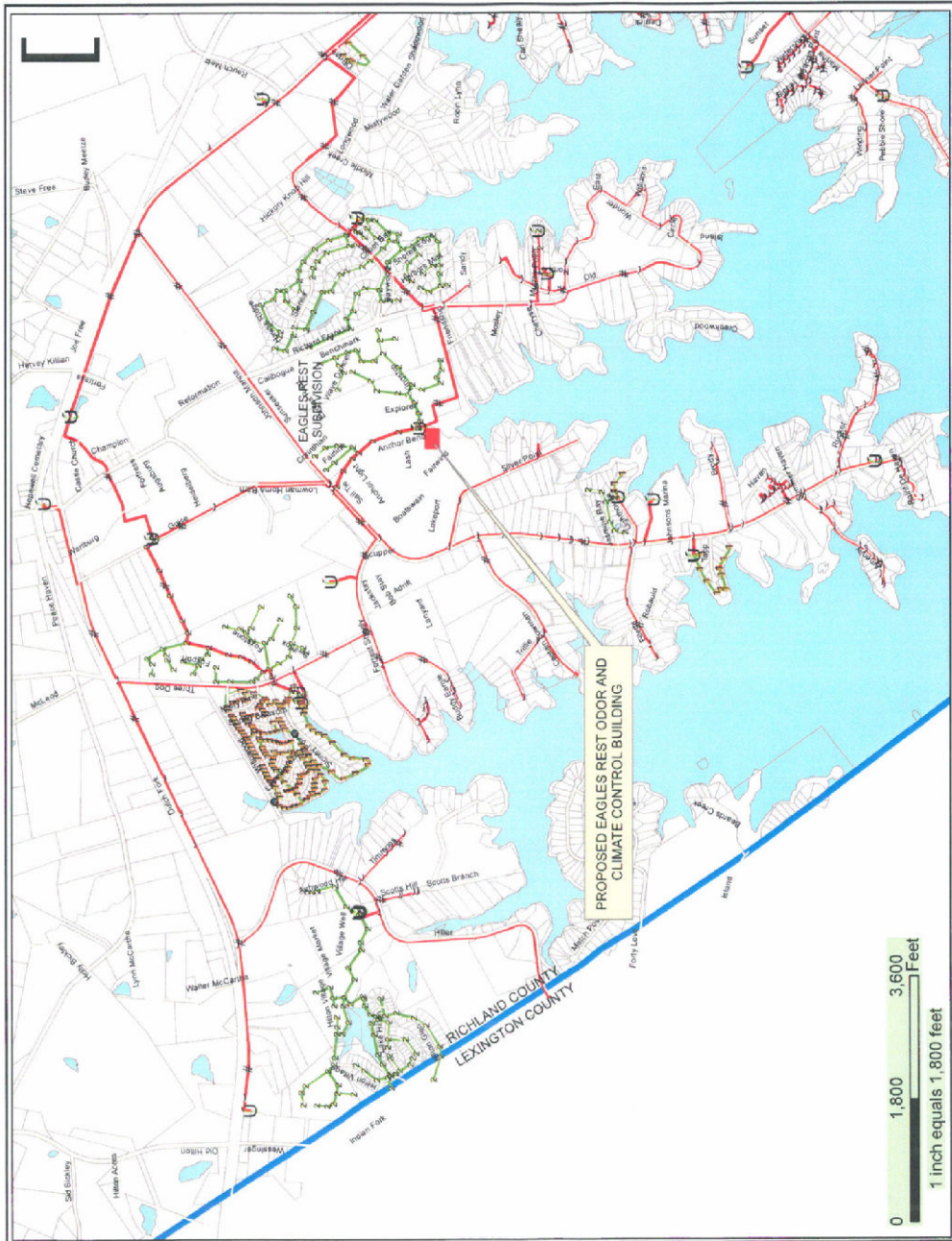
Total price for constructing the Climate and Odor Control Building is \$54,890. Eagles Rest, LLC is responsible for \$12,000 related to Climate Control and The Mungo Company is responsible for the balance of \$42,890 related to the Odor Control portion. Please sign below authorizing Eagles Rest, LLC to begin construction of the Climate and Odor Control Building and The Mungo Company to pay its responsible portion of \$42,890.

Thanks in advance for your prompt attention to this matter and let me know if you have any questions by calling me at 803-786-9780, x3032.

 /Date 10-10-06  
Oliver J. Davis, Jr. CPA  
Eagles Rest, LLC

 /Date 10-18-06  
Bill Dixon  
The Mungo Company

lakeport



## **Richland County Council Request of Action**

**Subject:** Sanitary Sewer Extension Agreement – River Shoals Subdivision

### **A. Purpose**

The purpose of this report is to obtain approval of a “Sanitary Sewer Extension Agreement” for sewer service to River Shoals Subdivision.

### **B. Background**

The Broad River Regional sewer system has been developed primarily by developers extending sewer lines to new subdivisions. The County has a sewer extension policy that will allow developers to recoup a portion of their investment in the sewer line extension if other property owners connect to the new sewer lines. Only main sewer trunk line and other components that are identified in the County’s sewer master plan qualify for a sewer extension agreement.

### **C. Discussion**

NKD, Inc. plans to construct a new subdivision along O’Sheal Road near Ballentine, S.C. This new subdivision is adjacent to an existing Richland County force main that cannot accommodate the flow from this subdivision without a system upgrade. An eighteen inch (18”) force main needs to be constructed along Kennerly Road from Eleazer Road to Old Tamah Road to accommodate the flow. This line is identified in the County’s master sewer plan and therefore should qualify for construction under a sanitary sewer extension

NKD, Inc. plans to invest approximately \$597,325.00 in upgrading this sewer force main. For their investment, the developer will receive sewer taps equal to the value of their investment that may be used for payment of connection fees for lots within their subdivision.

Entering into this sanitary sewer extension agreement will be consistent with existing policies for the expansion of the Broad River Regional Sewer System.

### **D. Financial Impact**

NKD, Inc. will fund all cost associated with the sewer force main upgrade. No additional funds should be required.

### **E. Alternatives**

1. Approve the Sanitary Sewer Extension Agreement as presented.
2. Disapprove the agreement.



## F. Recommendation

It is recommended that County Council approve the “Sanitary Sewer Extension Agreement” for the upgrade of the sewer force main to serve the River Shoals Subdivision.

**Recommended by:** Andy H. Metts      **Department:** Utilities      **Date:** 03/13/07

## G. Reviews

### Finance

Reviewed by: Daniel Driggers

Date: 3/20/07

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: Recommend approval based on current practice. However Council should ensure that the agreement will not have a negative impact on the current rate structure analysis being considered with the \$32m bond issue. The rate structure includes hard revenue dollars generated from 450 new tap fees annually in order to cover the debt service requirements. Failure to meet this assumption annually may result in a user fee increase.

### Legal

Reviewed by: Amelia Linder

Date: 3/20/07

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: Both alternatives appear to be legally sufficient. In addition, Council has the discretion to approve the Agreement as presented or to amend the language of same.

### Administration

Reviewed by: Tony McDonald

Date: 3/23/07

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: Recommend approval based on the current sewer extension policy and based on the consistency of the proposal with the County’s sewer master plan.

# SANITARY SEWER MAIN EXTENSION AGREEMENT

STATE OF SOUTH CAROLINA ) SANITARY SEWER MAIN EXTENSION  
  ) AGREEMENT FOR:  
  ) **RIVER SHOALS-OSHEAL ROAD**  
COUNTY OF RICHLAND ) BROAD RIVER REGIONAL SEWER SYSTEM

THIS AGREEMENT entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2007, is by and between the County of Richland, State of South Carolina (hereinafter referred to as the "County"), and **NKD, Inc.**, (hereinafter referred to as "Developer"). This Agreement represents the whole agreement between the two parties and supersedes and replaces any prior agreements, oral or written, between the parties regarding the subject matter of this Agreement.

## RECITALS

WHEREAS, the Developer desires to finance the design and construction of a sewer collection system to be known as the **River Shoals Force Main**, as delineated on plans prepared for Richland County Utilities, prepared by Civil Engineering of Columbia, dated \_\_\_\_\_, 2007, Project No. \_\_\_\_\_ (herein after referred to as "Facilities") and being further delineated thereon as approximately 5,300 linear feet of 18 inch force main, which begins at Eleazer Road and extends in a southerly direction along Kennerly Road to Old Tamah Road, then connecting to the existing 18 inch force main near Hollingshed Creek, copies of said plans are on file in the Richland County Utilities Division, and upon completion, to transfer the Facilities to the County for ownership, operation and maintenance; and

WHEREAS, County agrees to accept, own, operate and maintain the Facilities upon completion pursuant to the terms hereof.

NOW, THEREFORE, for and in consideration of the mutual covenants, conditions and terms contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

## ARTICLE I - RESPONSIBILITIES OF THE DEVELOPER

The Developer shall:

- (1) Have prepared final engineering plans and specifications for the collection system to be constructed. These plans and specifications shall be prepared by a registered professional engineer licensed to practice in South Carolina; shall conform to standards and design, construction and materials normally used and required by the County; and shall be submitted to the County and the South Carolina

Department of Health and Environmental Control (DHEC) for review, approval and issuance of a construction permit.

- (5) Be responsible for obtaining all permits and approvals including, but not limited to, approved construction plans, SCDHEC construction permit, any required City, County or State highway right-of-way encroachment permits, S. C. Water Resources permits, public utility permits, and any required easements on private property. All easements shall be obtained in the name of the County. The Developer shall receive approval from the County prior to closing on the purchase of any easement.
- (3) Following approval from Richland County and the receipt of the construction permit from SCDHEC, advertise the project for bids and award a contract for the construction of the facilities in accordance with the following conditions:
  - a. The project bid package must be approved for advertisement by the County's Procurement Department.
  - b. The project shall be advertised for a minimum of two weeks in The State newspaper.
  - c. Proof of advertisement shall be provided to the County prior to the bid opening.
  - d. Sealed bids shall be forwarded to the County's Procurement Department to be opened jointly by the County and the Developer, as specified in the advertisement for bids, with the Director of Procurement and the Director of Utilities or their representatives in attendance.
  - e. The contract shall be awarded to the lowest responsible bidder. The County shall determine whether bidder is responsible, and approve the award of the contract. The County shall have the authority to waive technicalities and reject any or all bids and to approve such award as, in its opinion, appears to be in the best interest of the County.
  - f. A minimum of three bids must be received prior to bid opening.
- (4) Upon satisfactory completion of all items above, award and administer the contract to insure construction of the Facilities is in accordance with the plans and specifications approved by the County and in accordance with all applicable laws and regulations. Payment of the total cost for the facilities shall be the responsibility of the Developer;
- (5) Deed good and marketable title to the Facilities, free of any liens or encumbrances, to the County upon completion of construction so that the County can legally own, maintain, and operate the Facilities, including transfer of all easements, rights-of-way, and all improvements thereon, relating to the Facilities;
- (6) Provide as-built plans, design and construction cost data, to include a certification from the Developer's engineer of actual quantities installed and measured in the field, a lien waiver form and a list of materials installed from the Contractor installing the Facilities, and;

- (7) Be responsible for payment of sewer tap fees for properties discussed herein prior to the issuance of the permit to operate the Facilities by the SCDHEC. Sewer tap certificates issued under the terms of this agreement shall be negotiable as payment for sewer tap fees within and outside the property to be served.
- (9) Guarantee the work done and materials furnished by him under this project to be free from defects for a period of two years from the date of the permit to operate issued by S.C. DHEC. During the years of guarantee, the Developer shall correct any defects that may develop in work done or materials furnished under this contract. Should the Developer fail to correct defects in work, materials or equipment within seven (7) days after being notified by the County, the County may correct such defects and charge the cost to the Developer. In case any defect is an emergency, the County has the right to correct same and charge the actual cost to the Developer.

## ARTICLE II - RESPONSIBILITIES OF THE COUNTY

The County shall:

- (1) Review, and, if acceptable, approve engineering plans for Facilities;
  - (2) Periodically inspect the construction process to ensure that construction is being performed in accordance with approved plans and specifications and sound engineering standards and principles;
  - (3) Within ten (10) days of final SCDHEC approval, accept the completed Facilities for operation and maintenance, provided the Facilities are constructed in accordance with this Agreement and the Developer has otherwise performed its obligations hereunder (provided, however, that such acceptance shall not constitute a waiver of any rights the County may have against the Developer for breach of its obligations hereunder);
- (4) Upon proper transfer of the Facilities to the County, issue to the Developer non-transferable sewer tap certificates as compensation for constructing the Facilities based on actual costs or the maximum estimated total cost as agreed below, at the option of the County as follows:
- a. Sewer tap certificates shall be issued for the total cost to the Developer of the Facilities as the sum of the construction cost including materials and labor. The final total cost shall be determined by the County with construction costs being based on the actual quantities installed and measured in the field. The estimated total cost is agreed to be **\$597,325.00**. It is understood and agreed that the estimated total cost is the maximum amount that the County will credit the Developer.
  - b. The Developer shall obtain all easements in name of the County and shall advise the County prior to closing on the purchase of any easement of the

proposed purchase price. The Developer shall be reimbursed with sewer tap certificates for reasonable easement acquisition cost as determined by the County.

- i. The cost of all on-site sanitary sewers (those not included in the Facilities) shall be absorbed by the Developer with the exception of sewer lines that require oversizing to adhere to the County's sewer master plan. If the County requires lines to be oversized, the Developer shall be issued sewer tap certificates for the difference in actual construction cost of the line size required by the County and that normally required to serve the Developer's project. The Developer shall make provisions during the project bid process to obtain the difference in construction cost for the oversized system. The estimated difference in construction cost for the oversized system shall be included in the estimated total cost in paragraph 4 (a).
- j. The number of the sewer tap certificates shall be determined by dividing the total construction cost by the County's prevailing tap fee rate at the time the SCDHEC Permit to Operate is received, currently at \$2,200.00 per residential equivalent for the area. If a fractional certificate is involved, the number of certificates to be issued shall be rounded down to the next lower whole number. It is understood that the maximum number of sewer tap certificates issued under this Agreement shall not exceed **Two Hundred Seventy-one (271)** but shall be subject to the prevailing value at the time the certificate(s) are issued, and in accordance with Paragraph (e) below.
- k. The tap certificates issued hereunder will have a five (5) year usable life and will have a constant value throughout this life, established at the time the Permit to Operate is received. The tap certificate issue date shall correspond to the SCDHEC Permit to Operate date for the Facilities. Tap certificates not sold or assigned to specific property will be void after such five (5) year period.
- f. Retain one (1) certificate issued under this Agreement for each residential lot in the Developer's development known as **River Shoals**.
- g. The sewer tap certificates shall be valid for connection anywhere on the Broad River Regional sewer system.
- h. Have the right to purchase all tap certificates issued under the terms of this Agreement for the value the tap certificates were issued. If the County purchases all tap certificates mentioned herein, the County shall be relieved of any future compensation due the Developer as a result of the terms and conditions of the Agreement.

ARTICLE III - TERM OF AGREEMENT

Developer must begin construction within six (6) months of the date hereof and complete the Facilities and transfer the Facilities to the County upon completion of Phase I of the River Shoals subdivision, but not later than two (2) years from the date of the Agreement. Should the Developer not begin and finish its construction of the Facilities within such periods, the County may terminate this Agreement without any further liability on its part.

ARTICLE IV - COMPLIANCE WITH LOCAL LAWS

The Developer shall comply with all applicable laws, ordinances and codes of the State of South Carolina and the County of Richland and shall commit no trespass on any public or private property in performing any of the work embraced by this Agreement.

ARTICLE V - INDEMNIFICATION

The Developer agrees to indemnify the County for all damages, costs (including reasonable attorneys' fees), or other expenses, which the County may incur as a result of a breach of the Developer's obligations hereunder.

IN WITNESS WHEREOF, the parties herein have hereunto set their hands and seals the year and day of the first above written.

WITNESSES: County of Richland County

COUNTY OF RICHLAND

\_\_\_\_\_

By: \_\_\_\_\_  
County of Richland  
Duly Authorized Officer

\_\_\_\_\_

WITNESSES:

\_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF RICHLAND )

PROBATE NO. 1

**Personally appeared before me**, the undersigned witness, who being duly sworn says : **That (s)he saw the within named Developer** sign seal and as its act and deed, deliver the within-written Agreement, and that (s)he with the other witness, whose signature appears above witnessed the execution thereof.

\_\_\_\_\_

SWORN to before me this the \_\_\_\_\_ day  
of \_\_\_\_\_, 2007

\_\_\_\_\_  
(L.S.)  
NOTARY PUBLIC FOR SOUTH CAROLINA

My Commission Expires \_\_\_\_\_

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF RICHLAND )

PROBATE NO. 2

**Personally appeared before me**, the undersigned witness, who being duly sworn says :  
**That (s)he saw the within named County of Richland, State of South Carolina, by its duly  
authorized officer** sign seal and as its act and deed, deliver the within-written Agreement, and  
that (s)he with the other witness, whose signature appears above witnessed the execution thereof.

\_\_\_\_\_

SWORN to before me this the \_\_\_\_ day  
of \_\_\_\_\_, 2007

\_\_\_\_\_(L.S.)  
NOTARY PUBLIC FOR SOUTH CAROLINA

My Commission Expires \_\_\_\_\_





**CIVIL ENGINEERING of COLUMBIA**

consulting engineering, surveying and planning  
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3608 FERNANDINA ROAD, COLUMBIA, SOUTH CAROLINA 29210 TELE. 803/7982820 FAX. 803/7982826 E-MAIL info@cecola.com

September 1, 2006

RECEIVED

CEC# 05071

Andy Metts  
Richland County Public Utilities  
3506 Fernandina Road  
Columbia, SC 29210

SEP 01 2006  
UTILITIES AND SERVICES

Re: River Shoals Subdivision  
Osheal Road, Richland County

Dear Andy;

Per our meeting at your office earlier this week, it is our understanding that the existing force main located in Osheal Road does not have adequate capacity to serve the referenced project. It is also our understanding that sufficient additional capacity could be created by installing approximately 5300 lf of new 18" force main along Kennerly Road from Eleazer Road to Old Tamah Road (see enclosed exhibit).

Please begin preparing a Sanitary Sewer Extension Agreement whereby NKD, Inc. would install this force main in exchange for Richland County tap certificates, based on the current rate of \$2,200.00 per tap. In our opinion, the cost of construction for this line will be \$597,325.00 (see enclosed Opinion of Cost). The agreement should stipulate that the proposed force main would be constructed to coincide with completion of the first phase of River Shoals.

If you need any further information, please contact me at (803) 798-2820.

Sincerely,  
Civil Engineering of Columbia

William R. Flowers

Enclosures

Cc: Mr. Nick Leventis

WRF/jm

## Opinion Of Cost

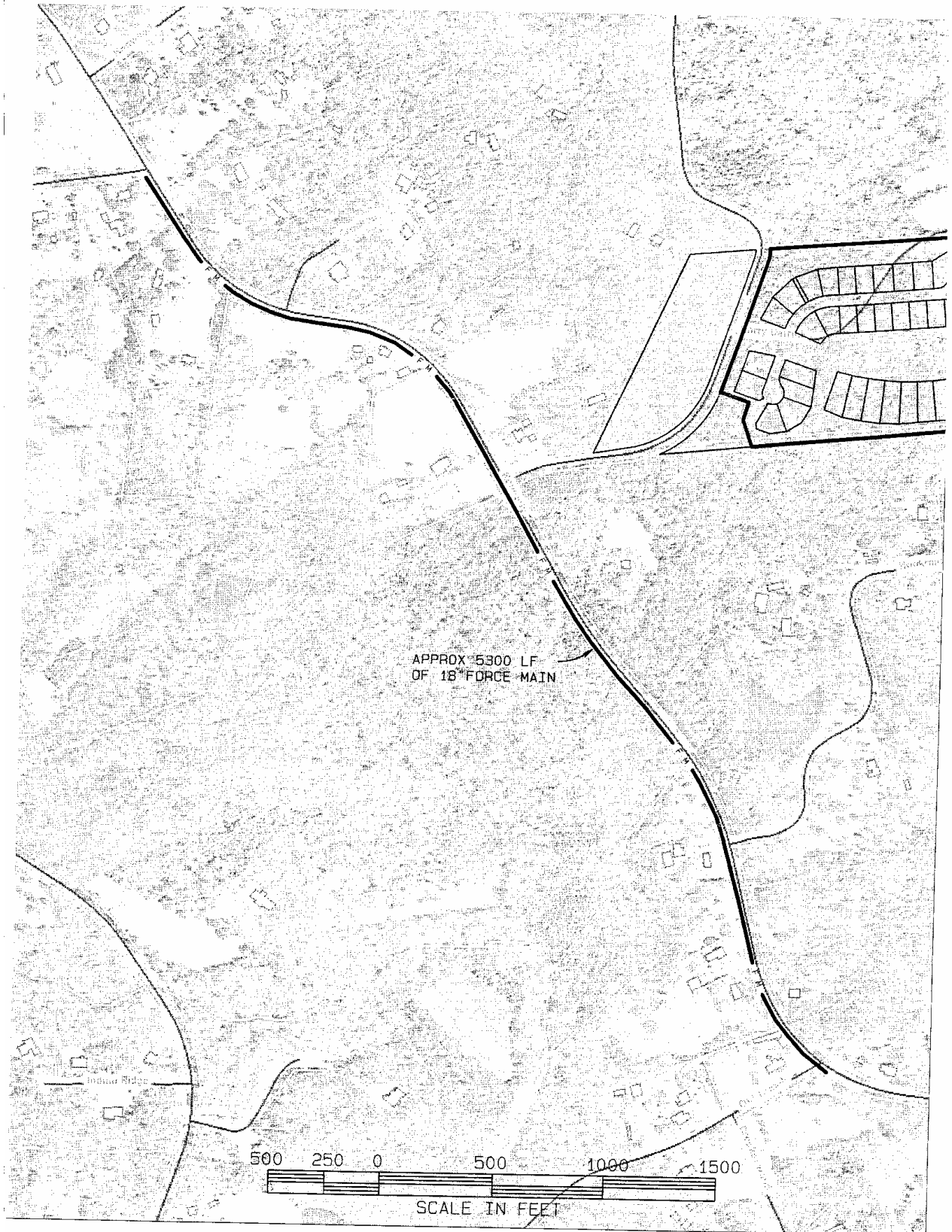
Civil Engineering of Columbia  
Prepared for NKD, Inc.  
Prepared by WRF

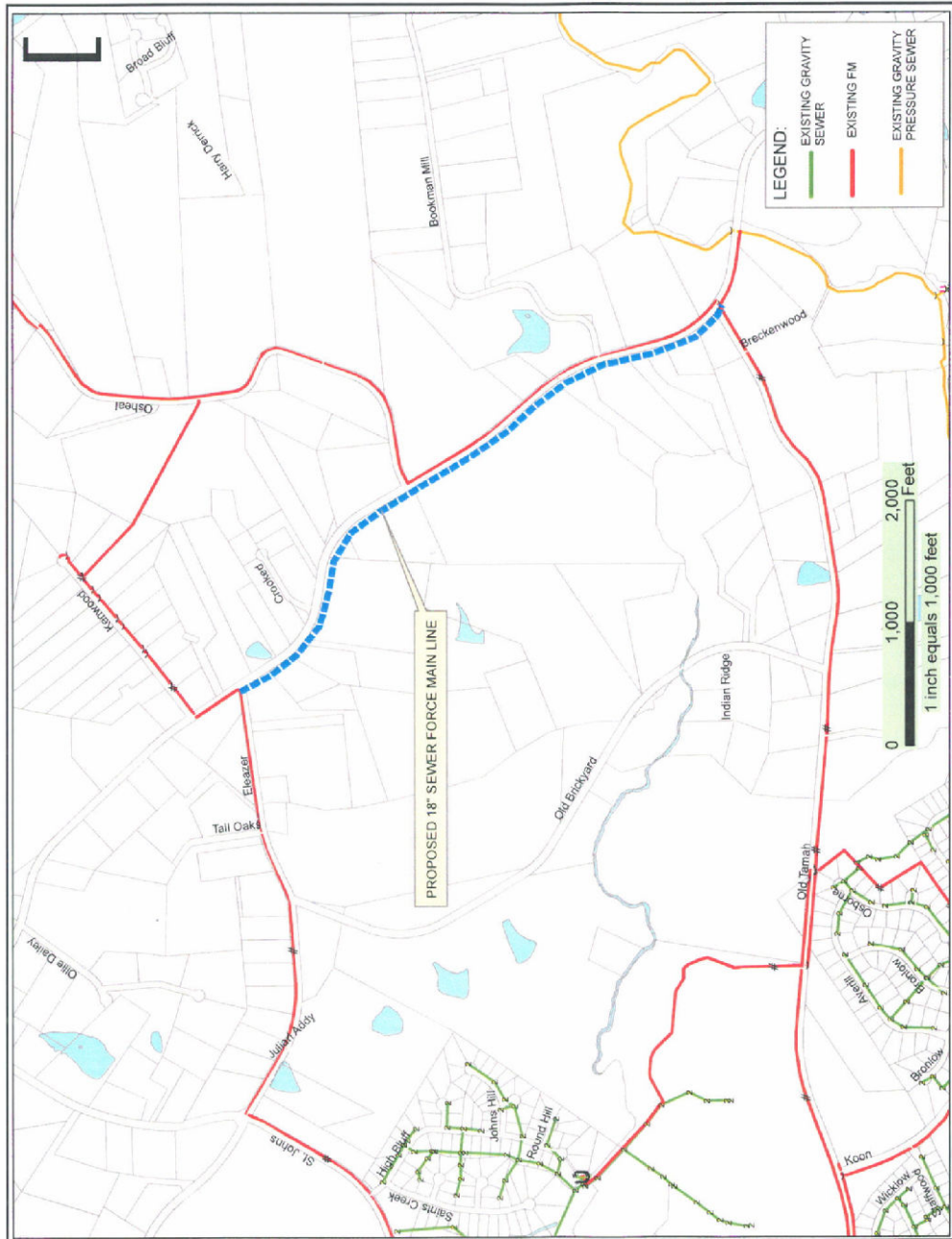
### Offsite Sewer River Shoals

9/1/2006 8:18 AM  
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05071

Description of Work	Quantity	Unit Type	Unit Price	Total
<b>Clearing and Grading</b>				
Clearing & Grubbing	1.8	Acre	\$7,000.00	\$12,600.00
Total Clearing & Grading				\$12,600.00
<b>Sediment &amp; Erosion Control</b>				
Silt Fence	600	L.F.	\$8.00	\$4,800.00
Total Sediment & Erosion Control				\$4,800.00
<b>Sanitary Sewer</b>				
18" Force Main	5300	L.F.	\$80.00	\$424,000.00
Tie to Existing 18" Stub-Out	1	L.S.	\$1,500.00	\$1,500.00
Tap 18" Existing Force Main	1	Each	\$8,000.00	\$8,000.00
Total Sanitary Sewer				\$425,500.00
<b>Roadway</b>				
Driveway Cut & Repair	155	S.Y.	\$50.00	\$7,750.00
Roadway Cut & Repair	25	S.Y.	\$75.00	\$1,875.00
Total Roadway				\$9,625.00
<b>Miscellaneous</b>				
Grassing	1.8	Acre	\$3,500.00	\$6,300.00
Rock Excavation	1000	C.Y.	\$110.00	\$110,000.00
Testing	1	L.S.	\$2,500.00	\$2,500.00
Engineering & Surveying	1	L.S.	\$26,000.00	\$26,000.00
Total Miscellaneous				\$144,800.00
<b>Grand Total</b>				<b>\$597,325.00</b>





# *Richland County Government*

County Administration Building  
2020 Hampton Street  
P.O. Box 192  
Columbia, SC 29202



Phone: (803) 576-2050  
Fax: (803) 576-2137  
TDD: (803) 748-4999

## *Office of the County Administrator*



### MEMORANDUM

TO: Richland County Council

FROM: J. Milton Pope, County Administrator

SUBJECT: Funding Options for Electric Traffic Signals

DATE: March 12, 2007

A major policy question regarding electric traffic signals will be considered by the County Council at its meeting of March 20, the question being whether the County should begin to use electric traffic signalization as a means of traffic control. Currently the County has no electric signals; all electric signals in unincorporated Richland County are owned and maintained by the South Carolina Department of Transportation.

Should the Council decide to begin using electric signals, a method to fund the installation and maintenance must be developed. The initial installation cost is estimated at \$50,000 to \$75,000 per intersection, with annual maintenance costs of \$2,000 per signal. Several funding options exist to cover these costs:

- Fund the installation and maintenance entirely from the County's General Fund through the Public Works Department's budget.
- Require the developer to fund the installation of all signals within a proposed development, with the County to fund the annual maintenance costs from the General Fund through the Public Works Department's budget.

101 of 106

- Require the Homeowners Association, through regime fees, to fund the installation; the Association could also fund the annual maintenance costs, or the County could fund the maintenance from the General Fund.
- Establish an additional road maintenance fee to be charged to those communities directly benefiting from the signal.
- Establish an assessment district for communities desiring traffic signals, similar to, but on a much smaller scale than, the assessment district created for the Village at Sandhill for infrastructure improvements and maintenance.

If the Council wishes to pursue electric signalization as a traffic control measure, it is recommended that funding be addressed as follows:

- For new subdivisions, the developers would plan for and fund the installation of all electric traffic signals, and the County would provide the annual maintenance following the installation.
- For established subdivisions where a retrofit would be required, the homeowners association would fund the initial installation, presumably through regime fees or association dues, and the County would provide the annual maintenance following the installation.

Please advise if you have questions or need additional information.



## PROPOSED TRAFFIC SIGNAL PRIORITIZATION

In accordance with Section 4C.01 Studies and Factors for Justifying Traffic Control Signals of the "Uniform Manual of Traffic Control Devices"

1. A traffic control signal should not be installed unless one or more of the factors described in this section are met.
2. A traffic control signal should not be installed unless an engineering study indicates that installing a traffic control signal will improve the overall safety and/or operation of the intersection.
3. A traffic control signal should not be installed if it will seriously disrupt progressive traffic flow.
4. At a location that is under development or construction and where it is not possible to obtain a traffic count that would represent future traffic conditions, hourly volumes should be estimated as part of an engineering study for comparison with traffic signal warrants and should be provided by the developer for that area.

### Standard:

An engineering study of traffic conditions, pedestrian characteristics, and physical characteristics of the location shall be performed to determine whether installation of a traffic control signal is justified at a particular location.

The investigation of the need for a traffic control signal shall include an analysis of the applicable factors contained in the following traffic signal warrants and other factors related to existing operation and safety at the study location:

- Warrant 1, Eight-Hour Vehicular Volume.
- Warrant 2, Four-Hour Vehicular Volume.
- Warrant 3, Peak Hour.
- Warrant 4, Pedestrian Volume.
- Warrant 5, School Crossing.
- Warrant 6, Coordinated Signal System.
- Warrant 7, Crash Experience.
- Warrant 8, Roadway Network.

The satisfaction of a traffic signal warrant or warrants shall not in itself require the installation of a traffic control signal.

### Prioritization

Requests for traffic signals may be submitted from any number of sources, to include, but not limited to, citizens, elected officials, staff or management. All requests must include why it is felt that a traffic signal is needed.

Upon receipt of the request, a traffic signal warrant study will be conducted. Upon receipt of the study, if a signal is warranted, construction of the signal will be scheduled depending on available funds.

Should multiple requests be received for Traffic Signals and funding is not available to fulfill multiple requests, installation shall be prioritized as follows:

- Intersections meeting the conditions of Warrant 1 or 7 shall receive top priority followed by Warrant 5.
- Intersections that meet multiple warrants that include at least one of the above mentioned warrants shall be prioritized above those meeting only one of the aforementioned warrants.
- Intersections that do not meet either of the warrants above shall be prioritized based on the total number of the remaining five (5) warrants that are met.
- If warrant 1, 7 or 5 are not met, at least three of the remaining five (5) warrants must be met in order for the intersection to be signalized.

A summary of the warrants and their issue that they intended to address are as follows per Section 4C Traffic Control Signal Needs Studies from the "Uniform Manual of Traffic Control Devices"

#### Section 4C.02 Warrant 1, Eight-Hour Vehicular Volume

The Minimum Vehicular Volume, Condition A, is intended for application where a large volume of intersecting traffic is the principal reason to consider installing a traffic control signal.

The Interruption of Continuous Traffic, Condition B, is intended for application where the traffic volume on a major street is so heavy that traffic on a minor intersecting street suffers excessive delay or conflict in entering or crossing the major street.

The combination of Conditions A and B should be applied only after an adequate trial of other alternatives that could cause less delay and inconvenience to traffic has failed to solve the traffic problems.

#### Section 4C.03 Warrant 2, Four-Hour Vehicular Volume

The Four-Hour Vehicular Volume signal warrant conditions are intended to be applied where the volume of intersecting traffic is the principal reason to consider installing a traffic control signal.

#### Section 4C.04 Warrant 3, Peak Hour

The Peak Hour signal warrant is intended for use at a location where traffic conditions are such that for a minimum of 1 hour of an average day, the minor-street traffic suffers undue delay when entering or crossing the major street.



(This signal warrant shall be applied only in unusual cases. Such cases include, but are not limited to, office complexes, manufacturing plants, industrial complexes, or high-occupancy vehicle facilities that attract or discharge large

Section 4C.05 Warrant 4, Pedestrian Volume

The Pedestrian Volume signal warrant is intended for application where the traffic volume on a major street is so heavy that pedestrians experience excessive delay in crossing the major street.

Section 4C.06 Warrant 5, School Crossing

Support:

The School Crossing signal warrant is intended for application where the fact that school children cross the major street is the principal reason to consider installing a traffic control signal.

Section 4C.07 Warrant 6, Coordinated Signal System

Support:

Progressive movement in a coordinated signal system sometimes necessitates installing traffic control signals at intersections where they would not otherwise be needed in order to maintain proper platooning of vehicles.

(The Coordinated Signal System signal warrant should not be applied where the resultant spacing of traffic control signals would be less than 300 m (1,000 ft).)

Section 4C.08 Warrant 7, Crash Experience

The Crash Experience signal warrant conditions are intended for application where the severity and frequency of crashes are the principal reasons to consider installing a traffic control signal.

Section 4C.09 Warrant 8, Roadway Network

Installing a traffic control signal at some intersections might be justified to encourage concentration and organization of traffic flow on a roadway network.

## Richland County Council Item for Information / Discussion



### DEPARTMENT OF PLANNING & DEVELOPMENT SERVICES

Post Office Box 192 • 2020 Hampton Street • Columbia, S.C. 29202  
Zoning & Land Development: (803) 576-2180 • Zoning Fax: (803) 576-2182

March 22, 2007

To: Joe Cronin, Research Manager  
From: Anna Almeida, Development Services Manager

Re: Clear Cutting

#### **Protected trees:**

Grand trees, hardwoods 29inch diameter or greater;  
Hardwood trees nine (9) inches in diameter or larger that are located in protected zones;  
Pine trees in fair or better condition that are ten (10) inches to twenty (20) inches in diameter located in protected zones.

**Protected Zones:** is a portion of the property required by permit to remain in natural or open space or areas required by permit to be landscaped, or to be used as buffer transition yards and/or street protective yards.

Chapter 26-176 of the Land Development Code (L) (3) "**Exemptions of Tree Protection**" allows commercial timbering, tree farms, agricultural operations, and timbering on private property. These are all exempt from the tree protection requirements, regardless of the zoning on the property, but must comply with buffer requirements and other voluntary protective measures such as "Best Management Practices".

BMP's require an undisturbed fifty (50) foot buffer along the entire perimeter of the property or equal to the required setback for the zoning district in which the property is located, whichever is greater.

Timbering is the cutting of trees without disturbing the stumps (root systems). Clearing is the removal of stumps which therefore is considered land disturbance and requires a land disturbance aka (grading permit) from the county. The land development code does not allow prepping of sites for development; all land disturbance permits must accompany approved development plans.

The maximum fines that can be issued is \$1,085.00 this includes the court costs, in many instances the magistrate's office will reduce the fines by 50%.

We have been witnessing a lot of land sales which the developer (purchaser) will actually advise the owner to timber the property prior to the sale which defeats the purpose of this provision. At the time of development plans we can not issue any citation because the property had been timbered prior to development.

In cases where property is being rezoned and clear cutting occurs we issue a citation and schedule the hearing with the Magistrate as far out in their calendar as possible; our code allows us the flexibility to stop all review, map amendments etc. until the violation is rectified. This has been very effective because all work must cease on site and therefore each day work is stopped it costs him/her more money than the actual citation.

Some jurisdictions have enacted ordinances that prohibit property to be rezoned or submitted for development for a period of 24 months if the site was cleared prior to development.