

### ANNEXATION AGREEMENT

This Agreement between the City of Columbia, Missouri, a municipal corporation (hereinafter “City”) and Equipmentsshare.com, Inc., a Missouri Corporation, (hereinafter “Owner”) is entered into as of the last date of all of the parties to execute the Agreement (the “Effective Date”). In consideration of the mutual covenants contained herein, the parties agree as follows:

1. Owner hereby represents that Owner is the sole legal owner of the following described real estate located in Boone County, Missouri and has the capacity to enter into this Agreement:

LOT TWO (2) OF COLUMBIA AIR PARK SUBDIVISION PLAT NUMBER TWO (2)  
AS SHOWN BY THE PLAT THEREOF RECORDED IN PLAT BOOK 14, PAGE 68,  
RECORDS OF BOONE COUNTY, MISSOURI AND CONTAINING 3.0 ACRES

(hereinafter the “Property”).

2. Owner proposes to design and construct certain sanitary sewer extensions to serve one (1) existing structure and one (1) proposed structure on the Property in the general location as shown on Exhibit A attached hereto and incorporated herein by this reference (hereinafter the “Project”). Owner shall dedicate at no cost to the City or the Boone County Regional Sewer District (hereinafter the “District”) the sewer easements reasonably necessary for the construction, operation and maintenance of the sanitary sewer lines serving the Project.

3. City agrees to allow Owner to connect sanitary sewer lines serving the Property to the District’s sanitary sewer system as set forth herein and in accordance with the Grindstone Creek Watershed Cooperative Agreement between the District and the City as attached hereto as Exhibit B, as may be amended from time to time. Owner shall make the connection to the District’s sanitary sewer system at Owner’s sole cost and expense. Owner shall obtain all necessary permits for the sewer construction and connection.

4. All sewer lines and appurtenances serving the Property shall be located within standard sewer or utility easements dedicated to the public use and constructed in compliance with City regulations and standards. Construction of the sewer lines and appurtenances may be inspected by the City as though the property were within the City limits and shall be subject to City approval.

5. Owner shall not allow any other property to connect to or utilize the sewer lines constructed in connection with the Project other than the Property specifically set forth in this Agreement without the express written consent of the City.

6. Development and construction on the Property by Owner shall conform to all Boone County and City ordinances and standards for the duration the property remains outside the city limits. Once annexed into the City, development and construction on the Property shall conform to all City standards, including, but not limited to, the Unified Development Code. Following construction, all sanitary sewers, storm sewers, streets and sidewalks shall be forever dedicated to the public use.

7. So long as the Property remains outside the City limits, any subdivision of the Property shall be prepared in accordance with the applicable requirements of Boone County. The City shall be provided written notice of the subdivision of the property, but there shall be no requirement that the City approve any plat prior to any action taken on a plat by the Boone County Commission.

8. Prior to annexation, if any irreconcilable conflict exists between a County regulation and a City regulation, the Owner, to the extent required by law, shall follow the County regulation including County storm water standards. Owner acknowledges that no conflict is involved where a City regulation, except City storm water standards, imposes a more stringent minimum requirement than a corresponding County regulation or in any instance where the City imposes a regulation that is not imposed by the County. In such instance, Owner shall be required to follow the more stringent requirement.

9. The City address numbering plan shall be complied with in connection with the development of the Property.

10. To the extent allowed by law, at such time as the Property becomes contiguous to the corporate limits of the City, City may, but shall not be obligated to, annex the Property into the City, without further action of the Owner. The City in its sole discretion may, but shall not be required to, delay annexation of the Property until such time the Property is contiguous to the City by property having frontage on an adjacent roadway which serves the Property, or until any other such time the City reasonably and solely determines to be appropriate to annex the Property and provide available municipal services to the Property.

11. Owner irrevocably appoints the City Manager of Columbia, Missouri, as its attorney-in-fact for the sole purpose of presenting a verified petition requesting annexation of the Property to the City Council of Columbia, Missouri. The City Manager may exercise this power of attorney at any time after the Property becomes contiguous to the corporate limits of the City. Any delay in filing such petition shall not be deemed a waiver of any right of the City to file such petition at such time in the future, in the sole discretion of the City, the filing of such petition is deemed advisable.

12. In lieu of the power of attorney granted to the City Manager herein, the City Manager may request the Owner to submit a verified petition requesting annexation. In such event, Owner shall, within such time as specified by the City Manager, submit a verified petition requesting annexation of the Property to the Director of Community Development for presentation to the City Council of Columbia, Missouri. The City Manager may request Owner to present an annexation petition at any time after the Property becomes contiguous to the corporate limits of the City. The provisions of this paragraph shall be enforceable by specific performance.

13. The petition for annexation may request that the Property be placed in Zoning District IG (Industrial), or equivalent, upon annexation. If the proposed ordinance annexing the Property does not place the Property in the zoning district specified herein, Owner may withdraw the petition for annexation. Such withdrawal shall not affect the parties' obligations under this Agreement, including City's obligation to provide sewer service.

14. Except as expressly set forth in paragraph 13 hereof, Owner agrees not to take any action to oppose any annexation initiated by the City which includes the Property. Owner further agrees not to take any action to oppose any annexation initiated by the City or by any property owner which includes any property lying between the Property and the City limits.

15. Owner shall give a copy of this Agreement to each person who buys all or a portion of the Property.

16. If Owner fails to comply with any of the provisions of this Agreement, the City may terminate sewer service to the Property and disconnect the sewer line serving the Property from the District's sewer system. City shall give Owner and the District five (5) years prior written notice of its intent to terminate sewer service pursuant to this paragraph.

17. This Agreement is not intended to confer any rights or remedies on any person other than the parties.

18. The benefits and burdens of this Agreement are intended to attach to and run with the land and shall be binding on and inure to the benefit of the parties and their respective legal representatives, successors, heirs and assigns. All persons claiming under the parties shall conform to and observe the provisions of this Agreement.

19. Owner, at Owner's sole cost and expense, hereby agrees to indemnify, protect, release, defend (with counsel acceptable to the City) and hold harmless the City, its municipal officials, elected officials, boards, commissions, officers, employees, attorneys, and agents from and against any and all causes of action, claims, demands, contractual damages and losses, economic damages and losses, any and all other damages and losses, liabilities, fines, charges, penalties, administrative and judicial proceedings and orders, judgments, remedial actions of any kind, and all costs and expenses of any kind, including, without limitation, reasonable attorney's fees and costs of defense arising, out of either Owner's breach of this Agreement or any action or inaction of Owner, its agents, representatives, employees, contractors, subcontractors or any other person for whose acts Owner may be liable, occurring during the construction of public improvements related to Owner's development which results in injury to any third party, except to the extent such injury arises from or is caused by the sole or gross negligence or willful misconduct of the City, its elected officials, officers, employees, agents or contractors. The indemnification, duty to defend and hold harmless obligations set forth in this paragraph shall survive for a period of five (5) years from the date of the later of City's acceptance of public improvements or the last day of any warranty work relating to such public improvements.

20. This Agreement shall be construed according to the laws of the State of Missouri. The parties shall comply with all local, state, and federal laws and regulations relating to the performance of this Agreement.

21. Any action at law, suit in equity, or other judicial proceeding to enforce or construe this Agreement, or regarding its alleged breach, shall be instituted only in the Circuit Court of Boone County, Missouri.


22. This Agreement contains the entire and complete agreement between the City and the Owner. The parties agree that this Agreement constitutes a lawful contract between the parties and the Owner hereby acknowledge and agree that this Agreement and the City's ordinances and regulations applicable to this Agreement constitute lawful exercises of the City's authority and police power.

23. The City shall record this Agreement in the office of the Boone County Recorder of Deeds.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the parties have executed this Agreement on the day set forth below each of their signatures.

**CITY OF COLUMBIA, MISSOURI**

By:  \_\_\_\_\_  
John Glascock, City Manager

ATTEST: Date: \_\_\_\_\_

\_\_\_\_\_  
Sheela Amin, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Nancy Thompson, City Counselor

STATE OF MISSOURI        )  
  ) ss  
COUNTY OF BOONE        )

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me appeared John Glascock, to me personally known, who, being by me duly sworn, did say that such person is the City Manager of the City of Columbia, Missouri, and that the seal affixed to the foregoing instrument is the corporate seal of the City and that this instrument was signed and sealed on behalf of the City by authority of its City Council and the City Manager acknowledged this instrument to be the free act and deed of the City.

IN TESTIMONY WHEREOF, I have hereunto set by hand and affixed my official seal, at my office in Columbia, Boone County, Missouri, the day and year last above written.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_.

**OWNER**

By: \_\_\_\_\_  
Jabbok Schlacks, Director

Date: Sept 10 2021

By: \_\_\_\_\_  
William Schlacks, Director

Date: Sept. 10, 2021

STATE OF MISSOURI        )  
  ) ss  
COUNTY OF Boone        )

On this 10 day of September, 2021, before me, a Notary Public in and for said state, personally appeared Jabbok Schlacks and William Schlacks, Directors of Equipmentshare.com, Inc, known to me to be the person(s) described in and who executed the above agreement and acknowledged to me that such agreement was executed as the free act and deed of such person(s).

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and state aforesaid the day and year last above written.

Charlene R Shoemaker  
Notary Public

My commission expires: 7-28-2025

CHARLENE R. SHOEMAKER  
Notary Public - Notary Seal  
State of Missouri  
Commissioned for Callaway County  
My Commission Expires: July 28, 2025  
Commission Number: 13547012

**Exhibit A**

Equipmentsshare.com, Inc. Sewer Display



May 10, 2021

Tim Teddy  
Community Development Department – Director  
701 E. Broadway  
Columbia, MO 65201

RE: Pre-Annexation for 8378 E. I-70 Dr. SE

Mr. Teddy:

With this letter, please find the documents supporting a request for pre-annexation into the City of Columbia for 8378 E. I-70 Dr. SE. The property is currently not contiguous to the City of Columbia but is part of the Grindstone Watershed Sewer Agreement.

The parcel contains approximately 3.0 acres total. The owner of the parcel is Equipmentshare, they are looking to install a new dry storage building with a restroom on their property. The intent would be to tie into the public gravity sewer located on their adjacent parcel to the east. This parcel and the parcel to east are both owned by Equipmentshare. Per the Grindstone Watershed Sewer agreement, the parcel to the west is identified as requiring a pre-annexation agreement for sewer connectivity vs. the parcel to the east being a BCRSD existing customer. The existing structure on the parcel is believed to be served by a septic system. This onsite system will be removed at the existing building and would also be tied to the public sewer as well as the proposed dry storage building.

The property is currently zoned M-L in Boone County, and would request like zoning of I-G to the City of Columbia.

Along with this letter I have also attached a location map/sketch plans for the property and proposed sewer connection along with deeds with legal descriptions for the property.

Please let us know what further steps are needed to proceed with the pre-annexation process.

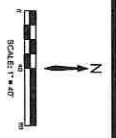
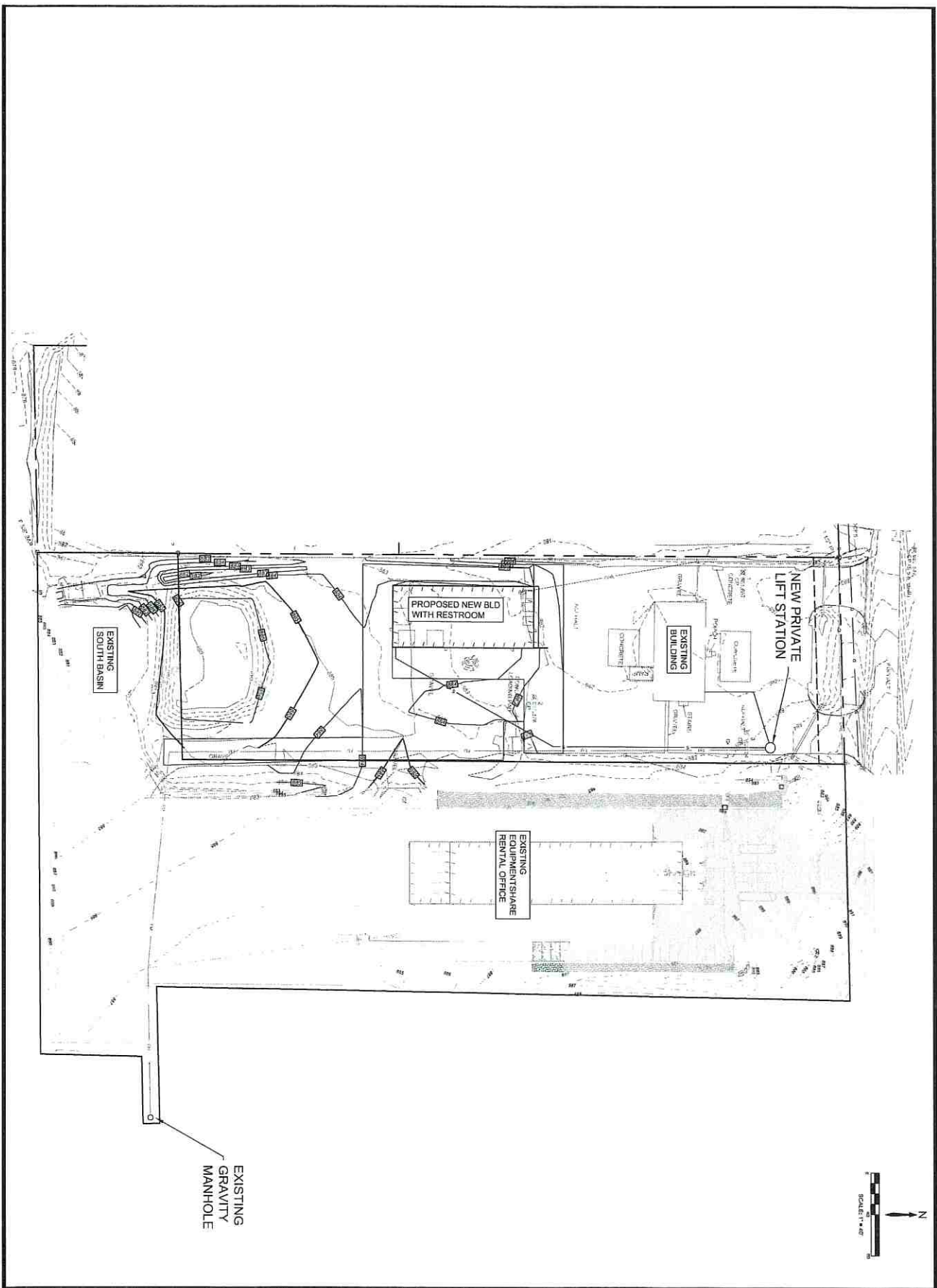
Sincerely,  
Keenan Simon, P.E.

A handwritten signature in black ink, appearing to read 'Keenan Simon', is written over the typed name.

Simon and Struempff Engineering

SIMON & STRUEMPH ENGINEERING  
210 PARK AVENUE  
COLUMBIA, MISSOURI 65203  
(573) 499-1944  
[WWW.SELECTSSE.COM](http://WWW.SELECTSSE.COM)





**SS&E**  
 CONSULTING ENGINEERS  
 2101 MAIN AVENUE  
 COLUMBIA, MO 65201  
 PHONE: 646-440-8800  
 FAX: 646-440-8801  
 WWW.SSE-ENGINEERS.COM

PROJECT NO. 1501000001  
 SHEET NO. 01 OF 01

**EQUIPMENTSHARE.COM INC.**  
 8378 E. I-70 DR. SE  
 COLUMBIA, MO 65201

PROJECT NO. 1501000001  
 SHEET NO. 01 OF 01

DATE: 4/27/2024  
 DRAWN BY: TMA  
 CHECKED BY: TMA  
 PROJECT # 2018

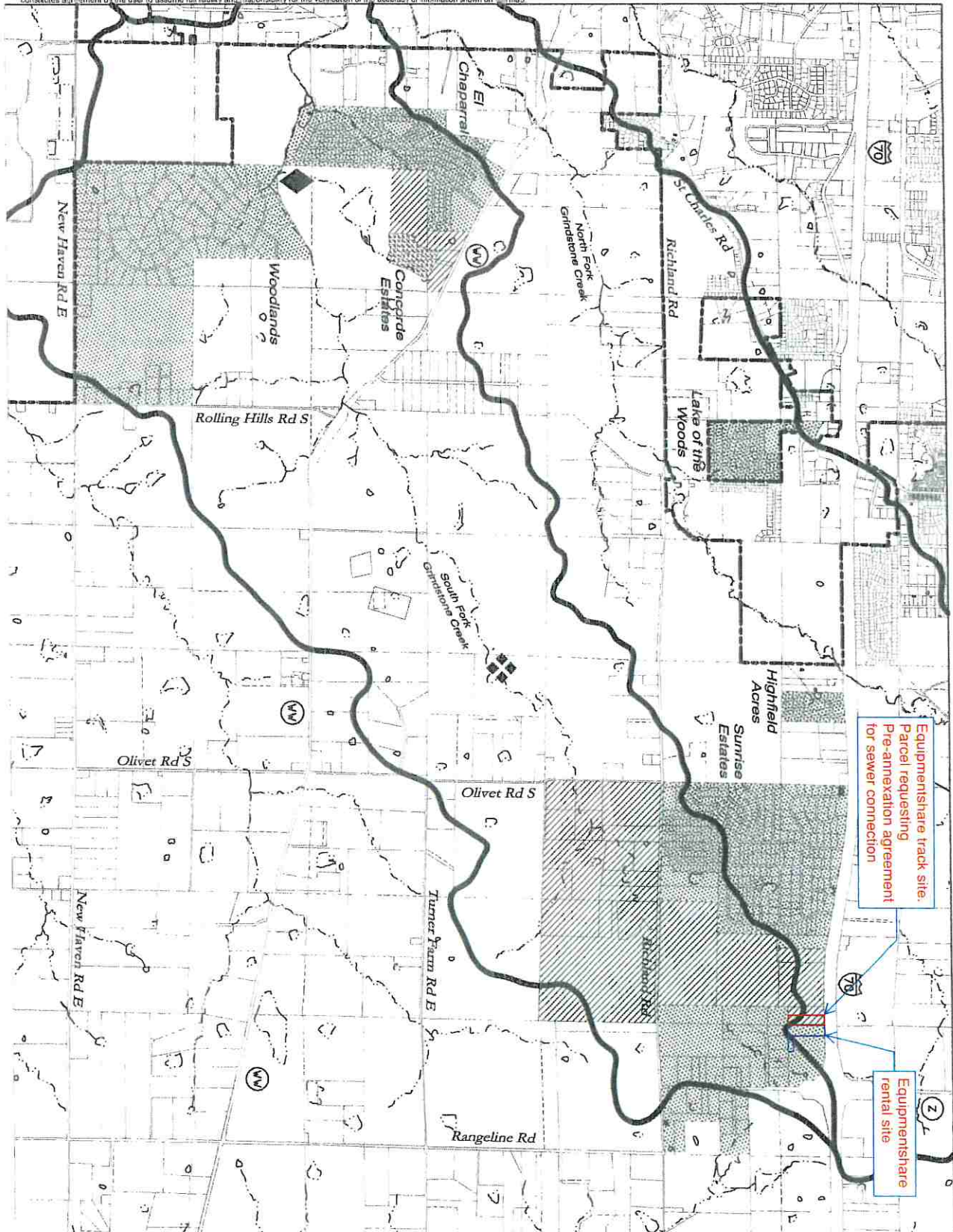
REVISIONS

NO.	DESCRIPTION
1	ISSUE FOR PERMITS
2	ISSUE FOR PERMITS
3	ISSUE FOR PERMITS
4	ISSUE FOR PERMITS
5	ISSUE FOR PERMITS

APPROVED FOR CONSTRUCTION BY: [Signature]

APPROVED FOR CONSTRUCTION BY: [Signature]

**DISCLAIMER; READ CAREFULLY.** The existence, dimension, and location of facilities, as well as other information, on this map may be based upon unverified historic information and should not be relied upon for any purpose without actual field verification. No excavation work should be performed based upon this map without first obtaining field location information concerning underground utilities as required by law. The Boone County Regional Sewer District makes no warranty of any kind concerning the completeness or accuracy of information contained on this map and assumes no liability or responsibility for the use or reuse of this map by persons not affiliated with the District. Use of this map by any person not affiliated with the District constitutes an agreement by the user to assume full liability and responsibility for the verification of the accuracy of information shown on this map.



Equipmentshare track site. Parcel requesting pre-annexation agreement for sewer connection

Equipmentshare rental site

**Boone County Regional Sewer District**  
1314 North Seventh St  
Columbia Mo 65201

**LEGEND**

- Existing BCRSD Customers - No Annexation or Development to City Standards
- New BCRSD Customers - Annex and Develop to City Standards
- Existing BCRSD Customers Transferring to City
- End of Phase 1
- End of Phase 2
- Watershed
- City Limits
- Parcel
- Lotline
- Streams & Lakes

Exhibit A  
Sheet 1 of 1  
Grindstone Creek  
Connection Agreement

Scale: 1" = 2000'  
Date: 09/28/04

By: Integrated Mapping Solutions, LLC

**Exhibit B**

Grindstone Creek Watershed Cooperative Agreement

Source

**TO:** City Council  
**FROM:** City Manager & Staff *J. Beck*  
**DATE:** March 2, 2005  
**RE:** Grindstone Sewer Agreement with Boone Regional Sewer District



**Summary:**

At its February 7, 2005 meeting, Council tabled the Grindstone basin sewer agreement until the March 7 Council meeting in order for staff to study its possible impacts should the proposed Sapp Development either not occur or be significantly delayed. After discussions with both Sapp and Sewer District officials, staff is recommending that the agreement be approved now, separate from the Sapp project.

Fiscal Impact

YES

NO

**Discussion:**

Staff believes that the significant investment the agreement required by the city to extend trunk sewers through the Sapp properties could only be justified with the customer base which the Sapp development would provide. Additionally, in the event that this agreement was approved, the Sapp development not occur and new developer(s) became involved, would the city still be able to obtain contributions of plans/specs and easements. Lastly, if there is significant delay in constructing this trunk, would the District still be interested in the agreement, as it intends to remove treatment facilities through interconnection with this line. It is facing future permit deadlines.

The Sewer District expressed its continued interest in the agreement, in fact has requested that we approve the agreement at our earliest convenience. The Sapp organization has provided plans to the city for the trunk sewer through its property, and has committed to proceeding to provide sewer easements as they become certain. Waiting for the legal descriptions for these easements to be completed, does not seem necessary.

The proposed agreement provides that all improvements by either the City or the District are subject to appropriation thus allowing Council to delay improvements until a customer base is more certain. The agreement also addresses a number of other issues such as interconnection of Lake of the Woods, customer exchange, and opposition of new treatment facilities which would be good to have resolved. A list of some of these provisions is attached.

**Suggested Council Action:**

Should Council concur with the provisions of the proposed agreement, staff recommends the agreement be approved separate from the proposed Sapp development.

Other Info.

Agreement with Boone County Regional Sewer District relating to sewer Construction in Grindstone Creek Watershed

- Covers entire north and South Grindstone drainage basins south of I-70
- Upon full implementation, within about 9 years, will eliminate about 500,000 gallons of treated effluent from seven treatment facilities per day from the grindstone and Hinkson Creeks
- Will leverage an estimated \$2,215,000 in BCRSD funds and about \$350,000 in known developer contributions
- City costs including known developer contributions are estimated at about \$4,335,000
- Existing BCRSD customers will not be required to annex
- BCRSD is required to pay a one time \$400 tie in fee per customer for interconnection of its existing customers in the north Grindstone . The fee will be spread over 5 years with no interest
- All new development within the south grindstone will be required to annex or sign pre-annexation agreement in order to receive sewer service
- Both city and BCRSD will oppose new treatment facilities in south grindstone and agree to support only an expansion of the BCRSD facility at Shaw to treat wastewater in the north grindstone. When funds are available to extend trunk sewers to Shaw, that facility will be interconnected/closed
- Treatment costs are based on same formula as existing interconnection agreements
- A process to transfer BCRSD customers within the city is agreed to by paying BCRSD debt /customer (about \$505 per customer as of July 2004)
- City agrees to operate and maintain trunk sewer lines; their ownership transferred to city upon depreciation (50 years)

018430  
Permanent Record  
Filed in Clerk's Office

Introduced by Hindman

First Reading 1-18-05

Second Reading 2-7-05

Third Reading 3-7-05

Ordinance No. 018430

Council Bill No. B 29-05

AN ORDINANCE

authorizing the City Manager to execute a cooperative agreement with Boone County Regional Sewer District relating to sewer construction in the Grindstone Creek Watershed; and fixing the time when this ordinance shall become effective.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF COLUMBIA, MISSOURI, AS FOLLOWS:

SECTION 1. The City Manager is hereby authorized to execute an agreement with Boone County Regional Sewer District relating to sewer construction in the Grindstone Creek Watershed. The form and content of the agreement shall be substantially as set forth in "Attachment A" attached hereto and made a part hereof as fully as if set forth herein verbatim.

SECTION 2. This ordinance shall be in full force and effect from and after its passage.

PASSED this 7th day of march, 2005.

ATTEST:

*Aula A...*  
City Clerk

*Larry Hindman*  
Mayor and Presiding Officer

APPROVED AS TO FORM:

*Fred ...*  
City Counselor

**GRINDSTONE CREEK WATERSHED  
COOPERATIVE AGREEMENT**

This Agreement is entered into this 10<sup>th</sup> day of March, 2005, between the Boone County Regional Sewer District, a common sewer district organized pursuant to Chapter 204 RSMo ("District") and the City of Columbia, Missouri, a municipal corporation ("City").

WHEREAS, District currently provides sewer service for a number of areas east of the Columbia city limits in the Grindstone Creek Watershed; and

WHEREAS, District and City desire to eliminate discharges from the District's wastewater treatment facilities into the South Fork of Grindstone Creek and, to the extent feasible, to avoid the permitting of additional wastewater treatment facilities in the North and South Fork of the Grindstone Creek Watershed; and

WHEREAS, City operates a regional wastewater treatment plant which is capable of providing wastewater treatment services for the South Fork of the Grindstone Creek Watershed; and

WHEREAS, City desires to promote orderly growth to the east of the current city limits within the Grindstone Watershed south of Interstate 70 Highway; and

WHEREAS, City and District desire to avoid construction of new and additional subregional treatment facilities within the Grindstone Watershed north of Interstate 70 Highway.

Now therefore, considering the foregoing, the parties agree as follows:

1. Scope of the Agreement. This agreement is intended to address an agreement between the City and District (a) for the construction, financing and payment for sanitary sewer services in the drainage basin of the South Fork and North Fork of Grindstone Creek south of Interstate 70 Highway; (b) to address the allocation of existing and future sanitary sewer customer territory between the City and District in the drainage basin of the South Fork and North Fork of Grindstone Creek south of Interstate 70 Highway; (c) to address connection of City and District sanitary sewer systems and the elimination of District owned subregional treatment systems in the drainage basin of the South Fork of Grindstone Creek and in the unincorporated areas south of Interstate 70 Highway within the drainage basin of the North Fork of the Grindstone Creek; (d) to address the use of subregional treatment systems in the areas north of Interstate 70 Highway in the drainage basin of the North Fork of Grindstone Creek and (e) to address the rights and responsibilities of the City and District with respect to the foregoing.
2. South Fork Trunk Line Extension, Phase 1. City shall extend its sewer trunk line along the South Fork of Grindstone Creek to the location shown on Exhibit A, a map of the Grindstone Creek Watershed east of Columbia, which is attached to and made

a part of this agreement. The trunk line shall be designed to handle all reasonable anticipated upstream users in the entire drainage area designated for service by City and District in Exhibit A. The District shall reimburse the City for 35.5% of the cost of the trunk line extension. The City shall bid the project pursuant to established City policy. City, however, shall not bid the project until the project has been approved by the Missouri Department of Natural Resources for State Revolving Fund purposes. Subject to the foregoing and bids for the project being within the City's approved construction budget for the project, this phase shall be constructed within 3 years after execution of this agreement. The City shall maintain and operate the sewer trunk line at its cost in accordance with its established policies subject to the terms and conditions of this agreement. The District shall own the sewer from the inlet manhole to the El Chaparral lagoon downstream for 1,953 linear feet measured along the sewer trunk line, this length being approximately equal to 35.5% of the length of the sewer trunk line. The City shall own the remainder of the sewer trunk line. The District hereby grants City a subservient easement in the sewer trunk line to be owned by District until such time as District's ownership interest in the trunk line is fully depreciated under District's fifty (50) year depreciation schedule under its accounting system at which time District shall convey its ownership rights to the sewer trunk line to the City upon its request by Quit Claim Deed. District shall extend sewers from the trunk line to the El Chaparral Subdivision and shall eliminate the wastewater treatment facilities currently serving this subdivision. City will impose no connection fees upon District customers connecting to this trunk line.

3. South Fork Trunk Line Extension Phase 2. City shall extend the sewer trunk line along the South Fork of Grindstone Creek from the end of Phase 1 to a location as indicated on Exhibit A. The City shall bid the project pursuant to established City policy. City, however, shall not bid the project until the project has been approved by the Missouri Department of Natural Resources for State Revolving Fund purposes. Subject to the foregoing and bids for the project being within the City's approved construction budget for the project, this phase shall be constructed within 3 years after completion of Phase 1. The City shall maintain and operate the sewer trunk line at its cost in accordance with its established policies subject to the terms and conditions of this agreement. This section of the trunk line shall be owned by City. City will impose no connection fees upon District customers connecting to this trunk line. The trunk line shall be designed to handle all reasonably anticipated upstream users in the entire drainage area designated for service by City and District in Exhibit A.
4. South Fork Trunk Line Extension Phase 3. District shall extend the sewer trunk line along the South Fork of Grindstone Creek from the end of Phase 2 to the Sunrise Estates wastewater treatment plant as shown on Exhibit A. The trunk line shall be designed to handle all reasonably anticipated upstream users in the entire drainage area designated for service by City and District in Exhibit A. District shall bid the project under District's established policy. District shall not bid the project until the City has reviewed and approved the plans and specifications for the sewer line. In addition, District shall not bid the project until the project has been approved by the



Missouri Department of Natural Resources for State Revolving Fund purposes. Subject to the foregoing and bids for the project being within the District's approved construction budget for the project, this phase shall have a construction contract executed within 3 years after completion of Phase 2. This section of the trunk line shall be owned by District but shall be maintained by the City and shall be under the City's control. The City shall maintain and operate the sewer trunk line at its cost in accordance with its established policies subject to the terms and conditions of this agreement. The District hereby grants City a subservient easement in the sewer trunk line to be owned by District until such time as District's ownership interest in the trunk line is fully depreciated under District's fifty (50) year depreciation schedule under its accounting system at which time District shall convey its ownership rights to the sewer trunk line to the City upon its request by Quit Claim Deed. District at its cost shall connect the trunk line to the wastewater collection system for Sunrise Estates Subdivision and eliminate the wastewater treatment plant currently serving Sunrise Estates. City will impose no connection fees upon District customers connecting to this trunk line.

5. South Fork Trunk Line Extension Phase 4. District shall extend the sewer trunk line along the South Fork of Grindstone Creek from the end of Phase 3 to the Otsccon wastewater treatment plant. The trunk line shall be designed to handle all reasonably anticipated upstream users in the entire drainage area designated for service by City and District in Exhibit A. District shall bid the project under District's established policy. District shall not bid the project until the City has reviewed and approved the plans and specifications for this sewer line. In addition, District shall not bid the project until the project has been approved by the Missouri Department of Natural Resources for State Revolving Fund purposes. Subject to the foregoing and bids for the project being within the District's approved construction budget for the project, this phase shall have a construction contract executed within 3 years after completion of Phase 3. This section of the trunk line shall be owned by District but shall be maintained by the City and shall be under the City's control. The City shall maintain and operate the sewer trunk line at its cost in accordance with its established policies subject to the terms and conditions of this agreement. City will impose no connection fees upon District customers connecting to this trunk line. The District hereby grants City a subservient easement in the sewer trunk line to be owned by District until such time as District's ownership interest in the trunk line is fully depreciated under District's fifty (50) year depreciation schedule under its accounting system at which time District shall convey its ownership rights to the sewer trunk line to the City upon its request by Quit Claim Deed. District shall connect the trunk line to the Otsccon wastewater collection system and eliminate the Otsccon treatment plant.
6. Areas North of Interstate 70 In Drainage Basin of North Fork of Grindstone Creek. City and District agree that there should be no additional subregional treatment facilities permitted by the Missouri Department of Natural Resources (MDNR) north of Interstate Highway 70 within the drainage basin of the North Fork of the Grindstone Creek except the Shaw Waste Water Treatment Plant currently owned and operated by District. City and District further agree that the Shaw Waste Water

Treatment Plant should be permitted to expand its treatment capacity to serve existing and new development in the area until such time as City and District have funds available to eliminate this facility, agree in writing to a plan to eliminate the facility through interconnection of this facility to the City's regional system, and agree in writing to the transfer of assets from District to City. Accordingly, City and District agree to oppose any applications for MDNR permits to construct or operate new subregional treatment facilities within the drainage basin of the North Fork of Grindstone Creek north of Interstate 70 Highway. Further, City agrees not to oppose District applications for permits to construct improvements to or expansions of the Shaw Waste Water Treatment Plant until such time as City and District have funds available to eliminate this facility, agree in writing to a plan to eliminate the facility through interconnection of this facility to the City's regional system, and agree in writing to the transfer of assets from District to City. Nothing in this paragraph or Exhibit A is intended to allocate territory to be served by City or District within the drainage basin of the North Fork of Grindstone Creek north of Interstate 70 Highway.

7. Lake of the Woods Subdivision. District shall connect the wastewater collection system currently served by the Lake of the Woods wastewater treatment plant to the City's wastewater collection system and close that treatment plant. The City and District acknowledge that customers located in the Lake of the Woods Subdivision as well as other designated areas shown in the service areas of Exhibit A are and shall continue to be District customers and that City constructed the North Fork of the Grindstone trunk line at its cost with the proceeds of City issued revenue bonds and without grant funding. Accordingly, the District, before making this connection, shall pay City a one time connection charge of \$59,600 to cover the City's cost of capacity in the trunk line. This charge represents a \$400 per unit fee for 149 units. This one time connection charge shall be paid in 5 equal annual installments without interest, commencing within 30 days of District's receipt of the City's approval of the District's engineering plans for the connection of the Lake of the Woods plant, and each subsequent installment being due on the anniversary date of the first installment. One time connection charges for Highfield Acres Subdivision shall be computed and paid for in the same manner as for Lake of the Woods, that is \$400 per residential unit multiplied by the number of units and paid for in five equal annual installments without interest. Non residential connections shall pay a charge equivalent to city connection charges at the time of this agreement based on water meter size. No one time connection charge shall be assessed for the connection of the Fairway Meadows East and West pump stations. The District shall receive a credit against one time connection charges for future capital cost contributions to trunk sewers in the North Fork of the Grindstone.
8. Closure of facilities. District shall close all wastewater treatment facilities eliminated by this agreement in compliance with all Missouri Department of Natural Resources regulations regarding abandoned wastewater treatment facilities. City shall have no responsibility for closure or reclamation costs for these facilities.

9. Sewer Capacity. City shall be responsible for providing adequate trunk line capacity to handle all reasonably anticipated users within the Grindstone Watershed. District shall not connect any nonresidential sewer customer, without the prior approval of City, that generates wastewater in quantity greater than normal domestic flows or that contains any contaminants in concentrations greater than that normally found in domestic wastewater. City shall refuse service to any anticipated new or expanding user, which could be reasonably expected to cause capacity shortfalls in service to territory allocated to District under this agreement or which could reasonably be expected to add an effluent to the sewage system that contains any other contaminant in concentrations greater than normally found in domestic wastewater. The City's consent shall be obtained before any redevelopment occurs in the BCRSD service area, which consent shall not be unreasonably withheld provided the requirements of this paragraph are satisfied. Redevelopment shall be defined as a change in the quality of wastewater requiring treatment differing from that required for domestic household wastewater. Redevelopment shall not include the initial development of vacant land for residential housing. If redevelopment occurs, then the land subject to redevelopment shall be required to annex or agree to annex into the City of Columbia and develop to City of Columbia standards as a condition to receipt of District wastewater collection and treatment services, but such redeveloped land shall continue to be served as a District customer. District shall not, without the approval of City, pump sewage from a District service area not shown on Exhibit A into the North Fork trunk line or the South Fork Trunk line. City shall not, without the approval of District, pump sewage from another drainage basin outside the territory prescribed by the scope of this agreement under paragraph 1 into the North Fork trunk line or the South Fork trunk line which could be reasonably expected to cause capacity shortfalls in service to territory allocated to District under this agreement.
10. Sewer Maintenance. District shall maintain all public sewers in its collection systems in the Grindstone Watershed which are connected to the City's treatment system, in compliance with City sewer standards and plumbing codes. City shall inspect the District's public sewers within the Grindstone Watershed before the sewers are connected to the trunk lines to determine the existing conditions and to identify any required repairs. District shall correct any deficiencies in the collection systems before connection to the trunk line. City shall have the right to periodically inspect the public sewers in the Grindstone Watershed for as long as the collection system is connected to the City's sewer system.
11. Customer Territory Allocation. In order to recover its cost of extending trunk sewer lines, City shall retain all existing customers and shall have all new customers connecting to the trunk line in those portions of the Grindstone Creek Watershed that are within the scope of this agreement as set forth in paragraph 1 above south of Interstate 70 Highway and are not shaded or hatched on Exhibit A. In order to recover its cost of extending trunk sewer lines, District shall retain all existing customers and have all new customers connecting to the trunk line within the scope of this agreement as set forth in paragraph 1 above south of Interstate 70 Highway which are in the shaded and hatched portions of Exhibit A.

12. Treatment Fees. District agrees to pay City a service fee for each District customer in the Grindstone Watershed whose sewage is treated at City's regional wastewater treatment plant. Fees shall be equivalent to 0.80 times what the customer would pay if the customer were connected to City sewer service within the corporate limits of the city. City may change the percentage of service fees but shall notify the District 180 days before the beginning of District's fiscal year of any intent to increase the percentage and shall provide documentation substantiating such changes with its notice of intent to make the changes. Any increase in the percentage of service fee must be based on an increase in the percentage of City's sewer service charge attributable to the City's calculated actual cost for providing wastewater treatment and pumping and major trunk and interceptor line maintenance. City shall submit to the District a monthly bill which shall represent the sum of the service fees for each customer of District being served by this Agreement as calculated by City on the basis of the water records provided by District. District shall furnish City monthly water usage records for its customers served by this Agreement for billing purposes. If a District customer served by this Agreement occupies a unit which was unoccupied during the preceding month, City will calculate the water usage for billing purposes in the same manner as it calculates the water usage for City customers in the same situation. District shall promptly notify City when customers served by this Agreement have been connected to the District's collection system. District shall promptly inform City of customer changes.

13. Environmental Concerns. Except as provided in paragraph 6 of this agreement, City and District shall oppose any application for a Missouri Department of Natural Resources permitted discharge into any part of Grindstone Creek drainage basin which is within the scope of this agreement under paragraph 1 above, either for a new facility or for an expansion of an existing facility unless:

1. The facility is temporary in nature; and
2. The applicant has in the judgment of the District a plan to eliminate the discharge, including a realistic financing plan.

14. Annexation. With the exception of Woodlands Plat 5, all new development in the Grindstone Watershed south of Interstate 70 Highway outside the city limits of Columbia, before receiving City or District sewer service, shall be required to annex to the City (if contiguous and compact to city limits) or enter into an agreement with the City to annex (if not contiguous and compact to city limits). Property owners entering into annexation agreements shall be required to develop their property according to City standards. City and District shall not provide sanitary sewer services to those property owners who chose not to annex into the City where designated to do so within the scope of this agreement under paragraph 1 above as designated on Exhibit A. Property owners in the areas within the scope of this agreement under paragraph 1 above designated on Exhibit A to be exempt from annexation, and the proposed Woodlands Plat 5, shall not be required to annex their

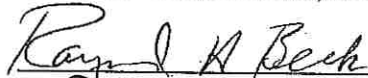
property or develop to City standards in order to receive sewer service from the District.

15. Regulatory Matters. Both parties will enact and enforce sewer use and user charge ordinances which are acceptable to the Missouri Department of Natural Resources. Both parties agree to adopt user charge ordinances which will proportionately recover all operation, maintenance and replacement costs for which each party is responsible. Both parties will enact industrial pretreatment ordinances as appropriate. Both parties shall comply with all Department of Natural Resources regulations in performing its obligations under this agreement.
16. Transfer or Exchange of Customers. The City shall have the option of obtaining transfer of District customers within the city limits of the city covered under this agreement or any other written connection agreement between the City and District as mutually agreed upon provided that (a) the District has achieved a 3% annual growth rate in new customers with the baseline being set forth in Figure 4 of "A Study of User Rates - Boone County Regional Sewer District" prepared by Archer Engineers dated August 2003, and (b) customers over the additional 3% are transferable provided the remaining number of District customers after transfer will generate sufficient revenue to pay the District's bonded indebtedness and District's operation, maintenance and replacement costs as determined by the District's board of trustees each year in its annual budget. The City shall pay to the District a one time purchase amount for the transfer of customers equal to the District's bonded indebtedness, divided by the total number of District customers, multiplied by the number of customers to be exchanged. The term new District customers shall exclude any additional sewer customers acquired by the District from municipal systems or District boundary changes. Priority in transfer shall be given to groups of District customers which have been within the City's limits the longest time period and decisions concerning groups of customer transfers shall be based upon promoting efficiency in City and District operations and maintenance and management of customer accounts.
17. Term and Termination. The initial term of this Agreement shall be twenty (20) years beginning on the anticipated construction date of Phase 4 discussed in paragraph 5 of this Agreement; if Phase 4 is not constructed, then the initial term of this Agreement shall be twenty (20) years after completion of Phase 3 discussed in paragraph 4 of this Agreement, or thirty (30) years after execution of this Agreement, whichever occurs later. Thereafter, this Agreement shall automatically be renewed for successive terms of twenty (20) years unless it is terminated pursuant to the provisions of this paragraph. After the initial term of this Agreement, the parties shall have the right to terminate this Agreement with cause upon giving five (5) years written notice to the other party; provided, however, that no customer may be terminated from sewer service except upon nonpayment of user fees and charges, violation of sewer use regulations or violation of environmental or public health laws or regulations.

18. Interpretation and Severability. The parties hereto agree that this Agreement was negotiated at arm's length and that for purposes of interpretation neither City nor District shall be deemed the drafter of this Agreement. In the event any portion of this Agreement is found to be unlawful or unenforceable, the remaining terms and conditions of this Agreement shall remain in full force and effect between the parties.
19. Third parties. This agreement is not intended to confer any rights or remedies on any person other than the parties.
20. Disputes. Disputes regarding this Agreement that cannot be amicably resolved between the parties directly or through mediation may be litigated in the Boone County Circuit Court, but no circuit court action may be filed unless the parties through their authorized representatives have met and conferred, or engaged in mediation, in an attempt to resolve the dispute in good faith.
21. Appropriations. The financial obligations of the parties to this agreement are subject to annual appropriations being made available by them to pay for them and the City and District hereby agree to make all reasonable efforts to assure that financial obligations are timely paid as they come due.

IN WITNESS WHEREOF, the parties have executed this Agreement through their authorized representatives on the date first written above.

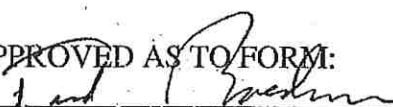
CITY OF COLUMBIA, MISSOURI

  
Raymond A. Beck, City Manager


ATTEST:

  
Sheela Amin, City Clerk

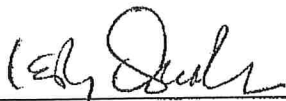
APPROVED AS TO FORM:

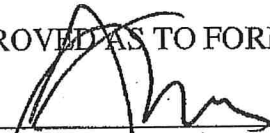
  
Fred Boeckmann, City Counselor

BOONE COUNTY REGIONAL  
SEWER DISTRICT

By:   
Richard Bock, Chairman,  
Board of Trustees

ATTEST:

  
\_\_\_\_\_  
Lesley Gswald  
Assistant Secretary, Board of Trustees

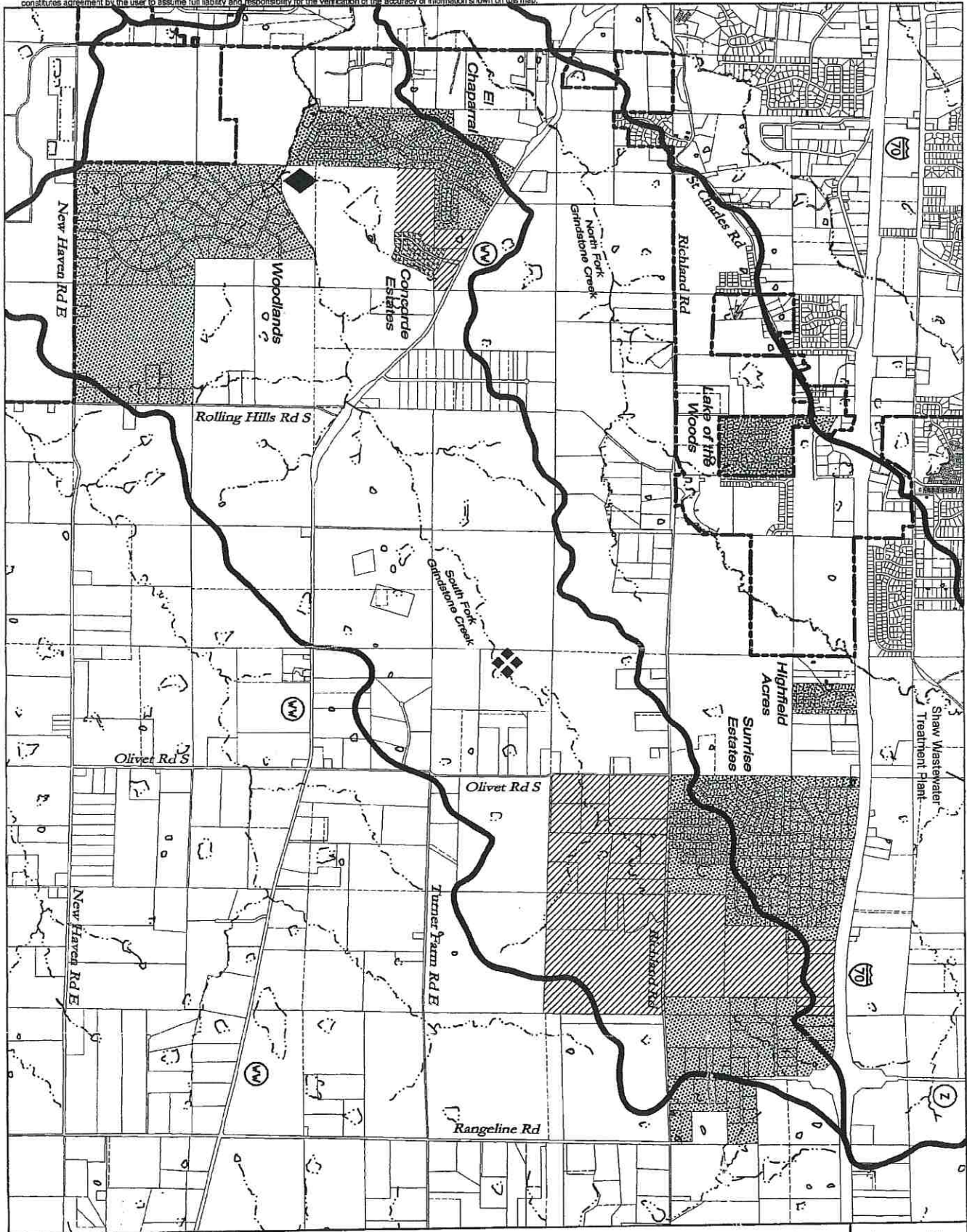
APPROVED AS TO FORM:  
  
\_\_\_\_\_  
John Patton, General Counsel

CERTIFICATION:

I hereby certify that the expenditure of funds by the City for its share of the cost of the construction of the sewer trunk line extension along the South Fork of Grindstone Creek, reasonably estimated at \$ 342,500, is within the purpose of the appropriation to which it is charged, Account No. 555-6381-R21.49-90 C 4311.7, and that there is an unencumbered balance to the credit of such appropriation sufficient to pay therefore.

  
\_\_\_\_\_  
Lori B. Fleming, Director of Finance

**DISCLAIMER; READ CAREFULLY:** The existence, dimension, and location of facilities, as well as other information, on this map may be based upon unverified historic information and should not be relied upon for any purpose without actual field verification. No excavation work should be performed based upon this map without first obtaining field location information concerning underground utilities as required by law. The Boone County Regional Sewer District makes no warranty of any kind concerning the completeness or accuracy of information contained on this map and assumes no liability or responsibility for the use or reuse of this map by persons not affiliated with the District. Use of this map by any person not affiliated with the District constitutes agreement by the user to assume full liability and responsibility for the verification of the accuracy of information shown on this map.



**Boone County Regional Sewer District**  
 1314 North Seventh St  
 Columbia Mo 65201  
 2009-05

**LEGEND**











-  Existing BCRSD Customers - No Annexation or Development to City Standards
-  New BCRSD Customers - Annex and Develop to City Standards
-  Existing BCRSD Customers Transferring to City
-  End of Phase 1
-  End of Phase 2
-  Watershed
-  City Limits
-  Parcel
-  Lotline
-  Streams & Lakes



Exhibit A  
 Sheet 1 of 1  
 Grindstone Creek  
 Connection Agreement

Scale: 1" = 2000'  
 Date: 09/28/04