

**AGREEMENT**  
**For**  
**SEWER AND SOLID WASTE RATE STUDY PROFESSIONAL SERVICES**  
**Between**  
**THE CITY OF COLUMBIA, MISSOURI**  
**And**  
**STANTEC CONSULTING SERVICES, INC.**

THIS AGREEMENT (hereinafter “Agreement”) between the City of Columbia, Missouri, a municipal corporation (hereinafter "City") and Stantec Consulting Services, Inc., a corporation registered to do business in Missouri, with an address of 777 South Harbour Island Blvd., Suite 600, Tampa, Florida 33602, (hereinafter “Consultant”) is entered into on the date of the last signatory noted below (the “Effective Date”). City and Consultant are each individually referred to herein as a “Party” and collectively as the “Parties.”

WITNESSETH:

WHEREAS, City desires to engage the Consultant to render sewer and solid waste rate study professional services as outlined in Consultant’s Scope of Services – Cost of Service Study attached hereto and incorporated herein as Exhibit A, and Consultant’s Solid Waste Rate Study Project Work Plan and Cost Estimate Schedule attached hereto and incorporated herein as Exhibit B – Solid Waste, and in Consultant’s Sewer Rate Study Project Work Plan and Cost Estimate Schedule attached hereto and incorporated herein as Exhibit B - Sewer; and

WHEREAS, Consultant represents and warrants that Consultant is equipped, competent, and able to provide all of the professional services necessary or appropriate in accordance with this Agreement, as set forth in Exhibit A, Exhibit B – Solid Waste, and in Exhibit B – Sewer, and as otherwise set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants set out in this Agreement and for other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), the Parties agree as follows.

1. Services and Performance Standards.
  - a. Scope of Services. The scope of services involves the professional and technical consulting services for Sewer and Solid Waste Rate Study (hereinafter “Project”). The Project is more fully described in Consultant’s Scope of Services – Cost of Service Study attached hereto and incorporated herein as Exhibit A, and Consultant’s Solid Waste Rate Study Project Work Plan and Cost Estimate Schedule attached hereto and incorporated herein as Exhibit B – Solid Waste, and in Consultant’s Sewer Rate Study Project Work Plan and Cost Estimate Schedule attached hereto and incorporated herein as Exhibit B - Sewer.

- b. Prior to beginning any work on Project, Consultant shall resolve with City any perceived ambiguity in Project. City shall issue a written notice to proceed. Consultant shall not prepare a written report unless the City directs Consultant to do so.
- c. Consultant shall exercise reasonable skill, care and diligence in performance of its services and will carry out its responsibilities in accordance with the generally accepted standards of good professional practices in effect at time of performance. If Consultant fails to meet the foregoing standards, Consultant shall perform at its own cost, and without reimbursement from City, the professional services necessary to correct errors and omissions which are caused by Consultant's failure to comply with the above standard.
- d. Schedule. On or after the Effective Date, the City shall issue the notice to proceed and Consultant shall proceed in accordance with the timeline contained in the Scope of Services.
2. Addition or Deletions to Services. City may add to Consultant's services or delete therefrom, provided that the total cost of such work does not exceed the total cost allowance as specified herein. Consultant shall undertake such changed activities only upon the written direction of City. All such directives and changes shall be in written form and prepared and approved by the Parties. There shall be no change in the Schedule of Work unless specifically identified and agreed to by Consultant and City at the time such services are added or deleted.
3. Exchange of Data. All information, data, and reports in City's possession and necessary for the carrying out of the work, shall be furnished to Consultant without charge, and the Parties shall cooperate with each other in every way possible in carrying out the Scope of Services.
4. Personnel. Consultant represents that Consultant will secure at Consultant's own expense, all personnel required to perform the services called for under this Agreement by Consultant. Such personnel shall not be employees of or have any contractual relationship with City, except as employees of Consultant. All of the services required hereunder will be performed by Consultant or under Consultant's direct supervision. All Consultant's personnel engaged in the work shall be fully qualified and shall be authorized under state and local law to perform such services. None of the work or services covered by this Agreement shall be subcontracted without the prior written approval of City.
5. Term. This Agreement shall commence on the Effective Date and shall terminate upon completion of the Project.
6. Costs not to Exceed. Pursuant to Pricing contained in Consultant's Exhibit B – Solid Waste, and Exhibit B – Sewer, the Parties have established a fixed total sum of **one hundred forty-four thousand eight hundred dollars and no cents (\$144,800.00)** for Consultant's services as outlined in this Agreement.

Of this amount, the solid waste rate study shall comprise sixty-seven thousand two hundred fifty dollars and no cents (\$67,250.00), and the sewer rate study shall comprise seventy-seven thousand five hundred fifty dollars and no cents (\$77,550.00), each inclusive of expenses. All expenses shall be documented and are reimbursable at cost only.

7. Payment.

a. Consultant may issue an invoice on a monthly basis for work performed and expenses since the preceding invoice or, if there was no preceding invoice, since the issuance of a notice to proceed.

b. Conditioned upon acceptable performance. Provided Consultant performs the services in the manner set forth in Paragraph 1 hereof, City agrees to pay Consultant in accordance with the terms outlined herein, which shall constitute complete compensation for all services to be rendered under this Agreement; provided, that where payments are to be made periodically to Consultant for services rendered under this Agreement, City expressly reserves the right to disapprove in whole or in part a request for payment where the services rendered during the period for which payment is claimed are not performed in a timely and satisfactory manner.

c. City shall have twenty (20) days from the date of receipt of the invoice to register City's disapproval of the work billed on that invoice. Following Consultant's receipt of said disapproval, Consultant shall have ten (10) days to cure the issues presented. If cure cannot be obtained within ten (10) days, Consultant shall notify City of the proposed amount of time for cure, and reach an agreement as to an acceptable alternative deadline.

d. Upon receipt of the invoice and progress report, City will, as soon as practical, pay Consultant for the services rendered. City shall pay Consultant within thirty (30) days of receipt of an invoice.

8. Termination of Agreement.

a. Termination for Breach. Failure of Consultant to fulfill Consultant's obligations under this Agreement in a timely and satisfactory manner in accordance with the schedule and description of services for the Project agreed to by both Parties shall constitute a breach of this Agreement, and City shall thereupon have the right to immediately terminate this Agreement. City shall give seven (7) days written notice of termination to Consultant by one of three different means: Facsimile Transmission ("FAX") if Consultant has a FAX number; U.S. Postal Service Mails; or by hand delivering a copy of the same to Consultant; or may give notice by any combination of the above methods. The date of termination shall be the date upon which notice of termination is hand delivered to Consultant or given by FAX, or the third day following mailing of the notice of termination, whichever first occurs. In the event of termination for

breach, City, at its sole option, may utilize any and all finished or unfinished documents, data, studies, and reports or other materials prepared by Consultant under this Agreement prior to the date of termination. Consultant shall not be relieved of liability to City for damages sustained by City by virtue of any such breach of this Agreement by Consultant.

b. Termination for Convenience. City shall have the right at any time by written notice to Consultant to terminate and cancel this Agreement, without cause, for the convenience of City, and Consultant shall immediately stop work. In such event City shall not be liable to Consultant except for payment for actual work performed prior to such notice in an amount proportionate to the completed contract price and for the actual costs of preparations made by Consultant for the performance of the cancelled portions of the Agreement, including a reasonable allowance of profit applicable to the actual work performed and such preparations. In the event of termination for convenience, City, at its sole option, may purchase, for just and equitable compensation any and all finished or unfinished documents, data, studies, and reports or other materials prepared by Consultant under this Agreement. Any reuse of any satisfactory work completed prior to the termination for convenience shall be at City's own risk and without any liability to Consultant. Anticipatory profits and consequential damages shall not be recoverable by Consultant.

9. Ownership of Intellectual Property and Work Product.

a. Any software, research, reports, studies, data, photographs, videos, negatives or other documents, drawings or materials prepared by Consultant in the performance of its obligations under the resulting contract shall be the exclusive property of the City of Columbia and all such materials shall be delivered to the City of Columbia by the Consultant upon full payment of all monies owed to Consultant under this Agreement. Consultant may, at its own expense, keep copies of all its writing for its personal files. Consultant shall not use, willingly allow, or cause to have such materials used for any purpose other than the performance of Consultant's obligations under this contract without prior written consent of the City of Columbia; provided, however, that the Consultant shall be allowed to use non-confidential materials for writing samples in pursuit of the work. The ownership rights described herein shall include, but not be limited to, the right to copy, publish, display, transfer, prepare derivative works, or otherwise use written works.

b. Notwithstanding the City's ownership of the work product, City acknowledges and agrees that: (i) Consultant has the right to re-use any of its pre-existing know-how, ideas, concepts, methods, processes, or similar information, however characterized, whether in tangible or intangible form, and whether used by Consultant in the performance of Services or not, at any time and without limitation, and (ii) Consultant retains ownership of any and all of its intellectual

property rights that existed prior to the Effective Date including, but not limited to, all methods, concepts, designs, reports, programs, and templates.

c. Pre-existing works include inventions (whether or not patentable), works of authorship, trade secrets, techniques, know-how, ideas, concepts, algorithms, and other intellectual property which existed prior to commencement of this Agreement. No property rights to any pre-existing works shall enure to the City. To the extent that Consultant incorporates pre-existing work into a derivative work for City, Consultant will retain ownership of such derivative work, except for those items identified in Paragraph 9.a above, and provided that it hereby grants City a royalty free, nonexclusive, perpetual, non-transferable, non-assignable, limited license to use the work solely for internal purposes. The work product cannot be used for any outside jurisdiction without written permission from Consultant.”

10. Insurance. Consultant shall maintain, on a primary basis and at its sole expense, at all times during the life of this Agreement the following insurance coverages, limits, including endorsements described herein. The requirements contained herein, as well as the City’s review or acceptance of insurance maintained by Consultant is not intended to, and shall not in any manner limit or qualify the liabilities or obligations assumed by Consultant under this Agreement. Coverage to be provided as follows by a carrier with A.M. Best minimum rating of A-VI.

a. Workers’ Compensation & Employers Liability. Consultant shall maintain Workers’ Compensation in accordance with Missouri State Statutes or provide evidence of monopolistic state coverage. Employers Liability with the following limits: \$500,000 for each accident, \$500,000 for each disease for each employee, and \$500,000 disease policy limit.

b. Commercial General Liability. Consultant shall maintain Commercial General Liability at a limit of \$2,000,000 Each Occurrence, \$3,000,000 Annual Aggregate. Coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Contractual Liability or Cross Liability.

c. Business Auto Liability. Consultant shall maintain Business Automobile Liability at a limit of \$2,000,000 Each Occurrence. Coverage shall include liability for Owned (if applicable), Non-Owned & Hired automobiles. In the event Consultant does not own automobiles, Consultant agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

d. Professional Liability. If the Scope of Services require the work of a licensed professional, Consultant agrees to maintain Professional (Errors & Omissions) Liability at a limit of liability not less than \$2,000,000 per claim and \$3,000,000 aggregate. For policies written on a “Claims-Made” basis, Consultant agrees to maintain a Retroactive Date prior to or equal to the Effective

Date of this contract. In the event the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced; or any other event triggering the right to purchase a Supplemental Extended Reporting Period (SERP) during the life of this contract, Consultant agrees to purchase a SERP with a minimum reporting period not less than two (2) years. The requirement to purchase a SERP shall not relieve Consultant of the obligation to provide replacement coverage.

e. Consultant may satisfy the liability limits required for Commercial General Liability or Business Auto Liability under an Umbrella or Excess Liability policy. There is no minimum per occurrence limit of liability under the Umbrella or Excess Liability; however, the Annual Aggregate limit shall not be less than the highest "Each Occurrence" limit for either Commercial General Liability or Business Auto Liability. Consultant agrees to endorse City as an Additional Insured on the Umbrella or Excess Liability, unless the Certificate of Insurance state the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.

f. The City of Columbia, its elected officials and employees are to be Additional Insured with respect to the Project to which these insurance requirements pertain. A certificate of insurance evidencing all coverage required is to be provided at least ten (10) days prior to the Effective Date of the Agreement between the Consultant and City. Consultant is required to maintain coverages as stated and required to notify City of a Carrier Change or cancellation within two (2) business days. City reserves the right to request a copy of the policy

g. The Parties hereto understand and agree that City is relying on, and does not waive or intend to waive by any provision of this Agreement, any monetary limitations or any other rights, immunities, and protections provided by the State of Missouri, as from time to time amended, or otherwise available to City, or its elected officials or employees.

h. Failure to maintain the required insurance in force may be cause for termination of this Agreement. In the event Consultant fails to maintain and keep in force the required insurance or to obtain coverage from its subcontractors, City shall have the right to cancel and terminate this Agreement without notice.

i. The insurance required by the provisions of this article is required in the public interest and City does not assume any liability for acts of Consultant and/or Consultant's employees and/or Consultant's subcontractors in the performance of this Agreement.

11. Conflicts. No salaried officer or employee of City and no member of City Council shall have a financial interest, direct or indirect, in this Agreement. A violation of this provision renders this Agreement void. Any federal regulations and applicable provisions in Section 105.450 et seq. RSMo, shall not be violated.

Consultant covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services to be performed under this Agreement. Consultant further covenants that in the performance of this Agreement no person having such interest shall be employed.

12. **Assignment.** Consultant shall not assign any interest in this Agreement, and shall not transfer any interest in the same (whether by assignment or novation), without prior written consent of City thereto. Notice of such assignment or transfer shall be furnished in writing promptly to City. Any such assignment is expressly subject to all rights and remedies of City under this Agreement, including the right to change or delete activities from this Agreement or to terminate the same as provided herein, and no such assignment shall require City to give any notice to any such assignee of any actions which City may take under this Agreement, though City will attempt to so notify any such assignee.
13. **Compliance with Laws.** Consultant agrees to comply with all applicable federal, state and local laws or rules and regulations applicable to the provision of services hereunder.
14. **Employment Of Unauthorized Aliens Prohibited.** Consultant agrees to comply with Missouri State Statute section 285.530 in that Consultant shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri. As a condition for the award of this Agreement, Consultant shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Consultant shall also sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. Consultant shall require each subcontractor to affirmatively state in its contract with Consultant that the subcontractor shall not knowingly employ, hire for employment or continue to employ an unauthorized alien to perform work within the state of Missouri. Consultant shall also require each subcontractor to provide Consultant with a sworn affidavit under the penalty of perjury attesting to the fact that the subcontractor's employees are lawfully present in the United States.
15. **General Independent Contractor Clause.** This Agreement does not create an employee/employer relationship between the Parties. It is the Parties' intention that the Consultant will be an independent contractor and not City's employee for all purposes, including, but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, Missouri revenue and taxation laws, Missouri workers' compensation and unemployment insurance laws. Consultant will retain sole and absolute discretion in the judgment of the manner and means of carrying out Consultant's activities and responsibilities hereunder. Consultant

agrees that it is a separate and independent enterprise from the public employer, that it has a full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This Agreement shall not be construed as creating any joint employment relationship between Consultant and City, and City will not be liable for any obligation incurred by Consultant, including but not limited to unpaid minimum wages and/or overtime premiums.

16. **Hold Harmless Agreement:** To the fullest extent not prohibited by law, Consultant shall indemnify and hold harmless (but not defend) the City of Columbia, its directors, officers, and employees from and against all damages, losses, and expenses (including but not limited to reasonable attorney's fees) to the extent caused by any negligent act, error or omission of Consultant, of any subcontractor (meaning anyone, including but not limited to consultants having a contract with Consultant or a subcontractor for part of the services), of anyone directly or indirectly employed by Consultant or by any subcontractor, or of anyone for whose acts Consultant or its subcontractor may be liable, in connection with providing these services. This provision does not, however, require Consultant to indemnify, hold harmless, or defend the City of Columbia from its own actions, inactions, (willful or otherwise), or its own negligence.
17. **No Waiver of Sovereign Immunity.** In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either Party's rights or defenses with regard to each Party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitution or law.
18. **Professional Oversight Indemnification.** Consultant understands and agrees that City has contracted with Consultant based upon Consultant's representations that Consultant is a skilled professional and fully able to provide the services set out in this Agreement. In addition to any other indemnification set out in this Agreement, Consultant agrees to defend, indemnify and hold and save harmless City from any and all claims, settlements, and judgments whatsoever arising out of City's alleged negligence in hiring or failing to properly supervise Consultant.
19. **Professional Responsibility.** Consultant shall exercise reasonable skill, care, and diligence in the performance of its services and will carry out its responsibilities in accordance with customarily accepted good professional practices. If Consultant fails to meet the foregoing standard, Consultant shall perform at its own cost, and without reimbursement from City, the professional services necessary to correct the errors and omissions which are caused by Consultant's failure to comply with above standard, and which are reported to Consultant within one (1) year from the completion of Consultant's services for the Project.
20. **Governing Law and Venue.** This Agreement shall be governed, interpreted, and enforced in accordance with the laws of the State of Missouri and/or the laws of the United States, as applicable. The venue for all litigation arising out of, or

relating to this Agreement, shall be in Boone County, Missouri, or the United States Western District of Missouri. The Parties hereto irrevocably agree to submit to the exclusive jurisdiction of such courts in the State of Missouri. The Parties agree to waive any defense of forum non conveniens.

21. No Third-Party Beneficiary. No provision of this Agreement is intended to nor shall it in any way inure to the benefit of any customer, property owner or any other third party, so as to constitute any such Person a third-party beneficiary under this Agreement.
22. Notices. Any notice, demand, request, or communication required or authorized by this Agreement shall be delivered either by hand, facsimile, overnight courier or mailed by certified mail, return receipt requested, with postage prepaid, to:

**If to City:**

City of Columbia  
Utilities Department  
ATTN: Erin Keys  
P.O. Box 6015  
Columbia, MO 65205-6015

**If to Consultant:**

Stantec Consulting Services, Inc.  
ATTN: Kyle Stevens  
777 South Harbour Island Blvd., Ste. 600  
Tampa, Florida 33602

The designation and titles of the person to be notified or the address of such person may be changed at any time by written notice. Any such notice, demand, request, or communication shall be deemed delivered on receipt if delivered by hand or facsimile and on deposit by the sending party if delivered by courier or U.S. mail.

23. Public Records Act. City is subject to the Missouri Sunshine Law. The Parties agree that this Agreement shall be interpreted in accordance with the provisions of the Missouri Sunshine Law as amended and Consultant agrees to maintain the confidentiality of information which is not subject to public disclosure under the Sunshine Law.
24. Amendment. No amendment, addition to, or modification of any provision hereof shall be binding upon the Parties, and neither Party shall be deemed to have waived any provision or any remedy available to it unless such amendment, addition, modification or waiver is in writing and signed by a duly authorized officer or representative of the applicable Party or Parties.
25. Audit. Consultant shall maintain financial records according to generally accepted accounting standards. City has the right, at its sole expense and during normal working hours, to examine the records of Consultant to the extent reasonably necessary to verify the accuracy of any statement, charge or computation made pursuant to this Agreement. The right to audit is limited to the units of the fee, and expressly excludes auditing the composition of those units (for example, the composition of the rates or fees, the percentage markups, or the multipliers).

26. Nondiscrimination. During the performance of this Agreement, Consultant shall not discriminate against any employee, applicant for employment or recipient of services within any legally protected category. Consultant shall comply with all provisions of laws, rules and regulations governing the regulation of Equal Employment Opportunity including Title VI of the Civil Rights Act of 1964 and Chapter 12 of the City of Columbia's Code of Ordinances.
27. Missouri Anti-Discrimination Against Israel Act. To the extent required by Missouri Revised Statute Section 34.600 and not in violation of the state or federal constitution, Consultant certifies it is not currently engaged in and shall not, for the duration of this Agreement, engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel. If any provision of this paragraph, or the application of such provision to any person or circumstance, shall be held invalid, the remainder of this Agreement, or the application of such provision to persons or circumstances other than those as to which it is held invalid, shall not be affected thereby. This paragraph shall not apply to contracts with a total potential value of less than one hundred thousand dollars (\$100,000.00) or to contractors with fewer than ten (10) employees.
28. Counterparts and Electronic Signatures. This Agreement may be signed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document. Faxed signatures, or scanned and electronically transmitted signatures, on this Agreement or any notice delivered pursuant to this Agreement, shall be deemed to have the same legal effect as original signatures on this Agreement.
29. Contract Documents. The Contract Documents include this Agreement and the following attachments and exhibits which are incorporated herein by reference.

**Exhibit:**

- A Consultant's Scope of Services – Cost of Service Study
- B – Solid Waste  
Consultant's Solid Waste Rate Study Project Work Plan and Cost Estimate Schedule
- B – Sewer  
Consultant's Sewer Rate Study Project Work Plan and Cost Estimate Schedule

In the event of a conflict between the terms of any of the Contract Documents and the terms of this Agreement, the terms of this Agreement control.

30. Entire Agreement. This Agreement represents the entire and integrated agreement between the Parties relative to the Project herein. All previous or contemporaneous contracts, representations, promises and conditions relating to Consultant's services on this Project described herein are superseded.
31. The total amount of all claims City may have against Consultant under this Agreement or arising from the performance or non-performance of the Services under any theory of law, including but not limited to claims for negligence, negligent misrepresentation and breach of contract, shall be strictly limited to the lesser of the fees or \$150,000.00.
32. Neither City nor Consultant shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected to this Agreement or the performance of the services on this Project. This mutual waiver includes, but is not limited to, damages related to loss of use, loss of profits, loss of income, unrealized energy savings, diminution of property value or loss of reimbursement or credits from governmental or other agencies.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties hereto have set their hands on the day and year written below.

**CITY OF COLUMBIA, MISSOURI**

By: \_\_\_\_\_  
De'Carlton Seewood, City Manager

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

**ATTEST:**

By: \_\_\_\_\_  
Sheela Amin, City Clerk

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
Nancy Thompson, City Counselor/ek

**CERTIFICATION:** I certify that this Agreement is within the purpose of the appropriation to which it is to be charged, Account Numbers 55506310-504990 (\$77,550) and 55706510-504990 (\$67,250), and that there is an unencumbered balance to the credit of such appropriation sufficient to pay therefor.

By: \_\_\_\_\_  
Matthew Lue, City Finance Director

**STANTEC CONSULTING SERVICES INC.**

By: Stevens, Kyle Digitally signed by Stevens, Kyle  
Date: 2025.10.09 19:33:11 -04'00'

Printed name: \_\_Kyle Stevens\_\_

Title: \_\_Principal\_\_

Date: 10/9/2025

**ATTEST:**

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

Printed name: \_\_\_\_\_

## Scope of Services – Cost of Service Study

### **PURPOSE:**

The City of Columbia Water Utility is requesting proposals for a sanitary sewer and solid waste cost-of-service study, rate design and review of fees. Listed below is the proposed scope of services requested:

### **BACKGROUND:**

#### **(1) Sanitary Sewer Utility Cost of Service Study and Rate Design**

The Sanitary Sewer Utility operates a 25.2 MGD wastewater treatment plant and the associated sewer collection system. The revenue for the operation, maintenance and expansion of this system is generated through billing over 53,000 customers monthly user charges comprised of base service charge (based on water meter size), volume charge (per ccf), extra strength charges (BOD or total suspended solids) and monthly wholesale charges based on multiple treatment agreements with the Boone County Regional Sewer District. In addition to the monthly user charges, the utility also charges connection fees for new and expanded users of the system, applied when building permits are issued

Two major plans have been developed that will influence future expenses and possibly future revenue requirements that should be considered in the development of any recommendations:

- Wastewater and Stormwater Integrated Management Plan
- Climate Action and Adaptation Plan

In addition, when a new customer set ups utility services through the City a security deposit is applied to their first utility bill and will be credited to their final bill when the customer moves. If a customer does not pay their utility bill while they have service with the City of Columbia, they could be disconnected. If a service order is issued for utility disconnection a fee is applied to their account.

#### **(2) Solid Waste Utility Cost of Service Study and Rate Design**

The Solid Waste Utility is comprised of many different services provided to residents and nonresidential customers in the City of Columbia. Currently, residential collection provides weekly curbside trash collection and bi-weekly recycling collection for customers. A monthly rate for residential curbside trash collection is billed through the utility billing system. Residential recycling service is optional and the customers are not billed for this service.

In March 2024, the Solid Waste utility implemented a residential curbside roll-cart program. This program provided the customers with an option to pick between three sizes of roll-carts (35 gallon, 65 gallon or 95 gallon). Each roll-cart size has a different monthly rate that is billed to the customer. In addition, the customers that selected a 95 gallon roll-cart may request an additional 95 gallon roll-cart at a discounted rate.

With the Fiscal Year 2026 budget, the Solid Waste Utility will be implementing a residential recycling roll-cart program. This roll-cart program will need to be evaluated

with the cost of service study to determine if an additional fee will need to be charged to the residential customers.

Currently, commercial collection services provides for the collection of refuse and recycling materials from nonresidential customers, as well as temporary roll-off containers, construction dumpsters, and collection from the downtown Community Improvement District.

The City owns its landfill, as well as a composting operation. The landfill is open to public and private haulers at a cost per ton. Methane gas generated from the landfill is converted to electricity at the on-site bioenergy facility operated by the Water and Light Division. The current disposal cell operates as a bioreactor, where liquids added to the waste accelerate decomposition, waste stabilization and gas production. Two yard waste drop-off sites in town are managed by the landfill operations along with the compost facility.

The Solid Waste Utility also offers a recycling program which provides recycling pick-up at curbside, drop-off sites, white goods (appliances), household hazardous waste (HHW), and commercial recycling. In addition, the utility had a Material Recovery Facility (MRF), which was destroyed in a tornado in April 2025. This facility was used to process recyclables (plastic & glass bottles, cardboard, paper, aluminum and tin cans, etc.) which are then sorted, baled and sold to recycling end markets. City staff are currently working to rebuild this facility.

## **Scope of Services**

### **Sanitary Sewer Utility Cost-of-Service Study, Rate Design and Fee Review**

Provide the Sanitary Sewer Utility with revenue sufficiency analysis, cost of service analysis for a ten-year planning horizon. Analyze the rate design for effectiveness, equity and affordability. In addition, review one-time fees for reasonableness of methodology and cost recovery and recommend changes if necessary.

The Sanitary Sewer Utility is requesting the following services:

- A. **Determination of utility revenue requirements –**
  1. Identify revenue requirements for the test year and over a ten-year planning horizon with consideration of historical population data.
  2. The financial projection should include a financial statement projection, cash flow projection and identify any potential future bonding requirements of the utility.
  3. The evaluation needs to include requirements of the Stormwater and Wastewater Integrated Management Plan and goals included in the Climate Action and Adaptation Plan.
  4. Evaluate potential cost savings in operations.
  5. Evaluate impacts of the capital improvement projects (CIP) and revenue requirements for potential projects.
  
- B. **Determine appropriate rate of return on utility assets –**Determine revenue requirement on either a cash basis or utility basis of rate, making an appropriate

rate of return on utility assets considering factors such as current interest rates, cash balances and long-term capital needs of the utility

- C. **Calculate debt coverage ratios and rate adjustments to meet or exceed debt coverage ratios**
- D. **Recommend the minimum cash reserve levels for the utility**
- E. **Identify cost to serve each type of customer including:**
  - 1. Monthly customer base service charge (both inside and outside city limits)
  - 2. Usage charge (both inside and outside city limits)
  - 3. Wholesale customer rates (agreements per subdivision)
- F. **Review connection fees** – review and recommend, if appropriate, changes to the existing connection fee policy. The Consultant will help develop a methodology that will ensure the utility is recovering appropriate amounts for new customers.
- G. **Review Boone County Regional Sewer District Rates, Fees and Policy Analysis**
- H. **Provide Excel based cost of service analysis model:** Provide the Utility with an Excel based cost of service analysis model that can be updated by Utility staff. Methodology used should be explained and easily replicated.
- I. **Provide training to City staff** – Fully review cost-of-service model with City staff to ensure that future updates can be performed by staff.
- J. **Provide Project Timeline** – provide a project timeline with a tentative completion date of April 2026.
- K. **Public Outreach** - Conduct a public workshop during the planning and fieldwork portion of this work to explain the rate study process to the public and gain input from the community on expectations of the study. The public outreach will include a workshop with the City Council to explain the rate study process and rate study objectives. At the completion of the study, a public workshop to present preliminary results to the public and City Council will be required to gain input from all.
- L. **Deliverables** - A draft report will be presented to the City Sanitary Sewer Utility Staff for comment. The final report on the cost of service study will include discussion and analysis of all the items listed above and an electronic copy of the final report will be provided. An Excel based cost-of-service model will be delivered to City staff and training will be provided to staff.
- M. **Final Presentation** – Present the findings and recommendations from the cost of service study in separate meetings with Management and with the City Council, in either a work session or City Council meeting. Consultant will be available for additional presentations if requested.

Any other data or information required by the consultant for completion of services to the degree currently available

### **Solid Waste Utility Cost-of-Service Study, Rate Design and Fee Review**

Provide the Solid Waste Utility with revenue sufficiency analysis, cost of service analysis for a ten-year planning horizon. Identify the cost to serve and recommend charges for each type of service.

The Solid Waste Utility is requesting the following services:

- A. **Determination of utility revenue requirements** –
  1. Identify revenue requirements for the test year and over a ten-year planning horizon with consideration of historical population data.
  2. The financial projection should include a financial statement projection, cash flow projection and identify any potential future bonding requirements of the utility.
  3. The evaluation needs to include goals identified in the Climate Action and Adaptation Plan.
  4. Evaluate potential cost savings in operations.
  5. Evaluate impacts of the capital improvement projects (CIP) and revenue requirements for potential projects.
- B. **Determine appropriate rate of return on utility assets** –Determine revenue requirement on either a cash basis or utility basis of rate, making an appropriate rate of return on utility assets considering factors such as current interest rates, cash balances and long-term capital needs of the utility.
- C. **Recommend the minimum cash reserve levels for the utility**
- D. **Identify cost to provide each individual service including:**
  1. Residential Rates for collection and disposal of refuse (evaluate the cost for each roll-cart size)
  2. Commercial rates for collection and disposal of refuse
  3. Commercial rates for the collection and processing of recyclables
  4. Commercial rates for collection of refuse and recyclables in the Downtown Community Improvement District (CID)
  5. Landfill Rates
  6. Composting Rates
  7. White Good Rates
- E. **Provide Excel based cost of service analysis model:** Provide the Utility with an Excel based cost of service analysis model that can be updated by Utility staff. Methodology used should be explained and easily replicated.
- F. **Provide training to City staff** – Fully review cost-of-service model with City staff to ensure that future updates can be performed by staff.
- G. **Provide Project Timeline** – provide a project timeline with a tentative completion date of April 2026.

- H. **Public Outreach** - Conduct a public workshop during the planning and fieldwork portion of this work to explain the rate study process to the public and gain input from the community on expectations of the study. The public outreach will include a workshop with the City Council to explain the rate study process and rate study objectives. At the completion of the study, a public workshop to present preliminary results to the public and City Council will be required to gain input from all.
- I. **Deliverables** - A draft report will be presented to the City Solid Waste Utility Staff for comment. The final report on the cost of service study will include discussion and analysis of all the items listed above and an electronic copy of the final report will be provided. An Excel based cost-of-service model will be delivered to City staff and training will be provided to staff.
- J. **Final Presentation** – Present the findings and recommendations from the cost of service study in separate meetings with Management and with the City Council, in either a work session or City Council meeting. Consultant will be available for additional presentations if requested.

## **RESPONSIBILITIES OF COLUMBIA UTILITIES DEPARTMENT**

### **Sanitary Sewer Utility Cost of Service Study and Rate Recommendation**

The Utilities Department will provide the following:

- A. Current rate information
- B. Current fee policies and charges
- C. Sewer Customer billing data
- D. Budget information – current and historical expenses and revenues
- E. CIP planning document
- F. Cash reserve policy resolution
- G. Wastewater and Stormwater Integrated Management Plan
- H. Climate Action and Adaptation Plan
- I. Any other data or information required by the consultant for completion of services

### **Solid Waste Utility Cost of Service Study and Rate Recommendation**

The Utilities Department will provide the following:

- A. Current rate information for all customer classifications and the landfill

- B. Current fee policies and charges
- C. Solid Waste Customer billing data
- D. Budget information – current and historical expenses and revenues
- E. CIP planning document
- F. Cash reserve policy resolution
- G. Closure and Post-closure cost requirements
- H. Any other data or information required by the consultant for completion of services

DRAFT



City of Columbia, MO  
Solid Waste Rate Study

Project Work Plan and Cost Estimate Schedule

Project Tasks	Resources →	Estimated Labor-Hours							Total Project
		Director	Technical Advisor	Project Manager	Quality & Strategic Review	Consultant - Solid Waste	Analyst	Admin	
		Burnham	Stevens	Jarrett	Grau	Lamb	Kwara	Lambert	
<b>Task 1 Project Initiation</b>									
1.1 Prepare preliminary work plan, timeline for tasks, and initial data request list prior to kick-off meeting.		1	1	1	0	1	1	2	7
1.2 Conduct kick-off meeting via conference call to review project objectives, schedule, key issues, approach, available data, and key assumptions.		1	1	1	1	1	1	0	6
1.3 Prepare a web presentation to the public explaining rate study process, approach, and objectives. Receive input relative to concerns/issues.		1	1	1	0	1	1	0	5
1.4 Prepare a web presentation to Council explaining rate study process, approach, and objectives. Receive input relative to concerns/issues.		1	1	1	0	1	1	0	5
1.5 Review initial data/documentation provided by staff and submit supplemental requests and/or clarifications.		0	0	1	0	1	1	0	3
<b>Task 2 Development of Financial Management Plans - Solid Waste</b>									
2.1 Compile and review historical, current, and projected financial, system, and billing data for each system. Perform a detailed review and analysis of recent historical billed volume, customer, and property data to observe trends and develop projections of customers, ERCs, and/or usage for all customer classes.		0	2	1	0	1	3	0	7
2.2 Evaluate budget versus actual performance (O&M and capital) to determine proper funding levels to include in rate revenue requirements as well as trends in annual expenses to inform future cost escalation factors/assumptions.		0	2	0	0	1	3	0	6
2.3 Input financial and billing data into our FAMS financial planning module, run the module, and produce preliminary output, including a ten-year financial management program that will include the following: o Examination of historical and projected expenses (operating, capital improvement and capital equipment) and revenue requirements o Capital Improvements Program and Capital Financing Plan - Project listing by year, including integration of specific scenarios as required - Alternative funding sources for capital projects - Development of a capital financing plan, including identification of timing and amount of borrowing requirements o Borrowing Program - Borrowing required (by source) to fund CIP projects not funded by other sources to include but not necessarily be limited to revenue bonds. - Timing of bond issue(s)/loan(s) to provide required borrowed funds - Annual debt service of bond issue(s)/loan(s) o Revenue Sufficiency Analysis, including Cash Flows - Annual revenue projections, include a breakdown of revenues from sale of services, connection fees, and other revenues - Annual operations and maintenance expense projections - All other annual revenue requirements such as R&R, minor capital, transfers to other funds, current debt service/loan payments. o Sources and Uses of Funds Analysis o Financial Policy Review - Reserve Levels (Minimum Fund Balance Policies) for each fund - Beginning and ending funds balances by fund by year o Integrate Wastewater and Stormwater Integrated Management Plan and Climate Action and Adaptation Plan o Evaluate potential cost savings in operations from specific programs as available.		0	2	0	0	1	3	0	6
2.4 Make adjustments to the FAMS as required to calibrate to utility's specific financial dynamics.		1	2	2	0	1	1	0	7
2.5 Review results with consulting team, make adjustments, and create alternatives scenarios of rate adjustments and CIP spending.		1	2	3	0	1	1	0	8
2.6 Meet with City staff in an interactive work session to review preliminary results.		0	2	0	0	1	1	0	4
2.7 Make adjustments as required based upon input from City staff and prepare workbooks of assumptions and preliminary results.		1	1	2	0	1	1	0	6
2.8 Make adjustments per input from City staff in the prior sub-task and distribute workbook of assumptions, inputs, and preliminary results for staff review.		0	1	2	0	2	1	0	6
<b>Task 3 Cost of Service Analysis</b>									
3.1 Identify all test year costs/revenue requirements, revenues, and initial allocation factors/criteria to populate cost allocation model.		0	1	2	0	1	2	0	6
3.2 Review billing data and existing customer classes to determine recommended customer classes for cost allocation and rate design.		0	1	0	0	1	2	0	4
3.3 Allocate costs/revenue requirements to functional cost components, customer classes, and to retail/wholesale service, as applicable, based upon appropriate allocation criteria.		0	1	2	0	2	2	0	7
3.4 Meet with City staff in an interactive work session to review preliminary results.		0	1	1	0	1	1	0	4
3.5 Finalize cost of service allocation model and resulting allocations based upon input from City staff.		0	1	1	1	2	2	0	7
<b>Task 4 Rate Design</b>									
4.1 Conduct a benchmarking analysis of current fees and charges to peer cities and communities.		0	1	1	0	2	4	0	8
4.2 Conduct a diagnostic analysis of the current utility rate structures to identify strengths and weaknesses in terms of but not limited to the following criteria: a. Compliance with legal precedent and generally accepted industry practice (national and local). b. Fair and equitable distribution of costs to customers in proportion to the benefit received and/or demand placed on the system. c. Consistency with policies and management objectives regarding such things as affordability, conservation, economic development, etc. d. Fiscal stability/risk of the utility. e. Ease of administration and understanding to City staff and customers.		0	1	1	0	2	4	0	8
4.3 Develop User Fees: a. Identify and gather additional account information needed for rate structure modifications. b. Load billing history data into our FAMS rate model and create a bill frequency analysis. c. Conduct a revenue test to ensure accuracy of billing data. d. Set up the rate model in conformance with the rate design evaluation in Task 4.1 and the cost allocation results of Task 3. e. Run the model and prepare alternative rate structures that reflect the following considerations: - Recovery of appropriate amount and types of costs in fixed monthly charges and variable rates by class of customer - Inclining block charges designed to encourage conservation f. Prepare a customer impact analysis to compare alternative water and sewer rates for each customer class to existing rates. g. Review results with consulting team and adjust as required. h. Meet with City staff in an interactive work session to review preliminary results. i. Make adjustments based upon input from City staff in the prior sub-task and distribute workbook of preliminary results. j. Meet with City staff in second interactive work session to review adjusted results. k. Perform adjustments based upon City staff input and finalize alternative rate structure options.		0	0	1	0	1	2	0	4
		0	0	0	0	2	4	0	6
		0	1	0	0	1	2	0	4
		0	1	0	0	0	1	0	2
		0	2	0	0	2	4	0	8
		1	1	1	0	2	3	0	8
		1	1	1	0	2	3	0	8
		0	1	1	0	1	1	0	4
		0	1	1	0	1	2	0	5
		1	2	2	0	2	2	0	9
		0	1	1	1	1	2	0	6
<b>Task 5 Finalize Analysis and Prepare Report</b>									
5.1 Prepare a Draft Report of the Results of the Study		1	3	2	0	2	4	0	12
5.2 Prepare a presentation of the results of the study for presentation to the public.		1	1	1	0	1	2	0	6





City of Columbia, MO  
Sewer Rate Study

Project Work Plan and Cost Estimate Schedule

Exhibit B - Sewer

Project Tasks	Estimated Labor-Hours							Total Project
	Director	Technical Advisor	Project Manager	Quality & Strategic Review	Consultant - Sewer	Analyst	Admin	
	Burnham	Stevens	Jarrett	Grau	Patel	Riordan	Lambert	
<b>Task 1 Project Initiation</b>								
1.1 Prepare preliminary work plan, timeline for tasks, and initial data request list prior to kick-off meeting.	1	1	2	0	1	1	2	8
1.2 Conduct kick-off meeting via conference call to review project objectives, schedule, key issues, approach, available data, and key assumptions.	1	1	1	1	1	1	0	6
1.3 Prepare a web presentation to the public explaining rate study process, approach, and objectives. Receive input relative to concerns/issues.	1	2	2	0	1	2	0	8
1.4 Prepare a web presentation to Council explaining rate study process, approach, and objectives. Receive input relative to concerns/issues.	1	2	2	0	1	2	0	8
1.5 Review initial data/documentation provided by staff and submit supplemental requests and/or clarifications.	0	0	1	0	2	2	0	5
<b>Task 2 Development of Financial Management Plans - Sewer</b>								
2.1 Compile and review historical, current, and projected financial, system, and billing data for each system. Perform a detailed review and analysis of recent historical billed volume, customer, and property data to observe trends and develop projections of customers, ERCs, and/or usage for all customer classes.	0	1	1	0	1	3	0	6
2.2 Evaluate budget versus actual performance (O&M and capital) to determine proper funding levels to include in rate revenue requirements as well as trends in annual expenses to inform future cost escalation factors/assumptions.	0	1	0	0	1	3	0	5
2.3 Input financial and billing data into our FAMS financial planning module, run the module, and produce preliminary output, including a ten-year financial management program that will include the following:	0	1	0	0	1	6	0	8
o Examination of historical and projected expenses (operating, capital improvement and capital equipment) and revenue requirements								
o Capital Improvements Program and Capital Financing Plan								
- Project listing by year, including integration of specific scenarios as required								
- Alternative funding sources for capital projects								
- Development of a capital financing plan, including identification of timing and amount of borrowing requirements								
o Borrowing Program								
- Borrowing required (by source) to fund CIP projects not funded by other sources to include but not necessarily be limited to revenue bonds,								
- Timing of bond issue(s)/loan(s) to provide required borrowed funds								
- Annual debt service of bond issue(s)/loan(s)								
o Revenue Sufficiency Analysis, including Cash Flows								
- Annual revenue projections, include a breakdown of revenues from sale of services, connection fees, and other revenues								
- Annual operations and maintenance expense projections								
- All other annual revenue requirements such as R&R, minor capital, transfers to other funds, current debt service/loan payments,								
o Sources and Uses of Funds Analysis								
o Financial Policy Review								
- Reserve Levels (Minimum Fund Balance Policies) for each fund								
- Beginning and ending funds balances by fund by year								
o Integrate Wastewater and Stormwater Integrated Management Plan and Climate Action and Adaptation Plan								
o Evaluate potential cost savings in operations from specific programs as available.								
2.4 Make adjustments to the FAMS as required to calibrate to utility's specific financial dynamics.	1	1	1	0	1	1	0	5
2.5 Review results with consulting team, make adjustments, and create alternatives scenarios of rate adjustments and CIP spending.	1	1	1	0	1	1	0	5
2.6 Meet with City staff in an interactive work session to review preliminary results.	0	1	0	0	1	1	0	3
2.7 Make adjustments as required based upon input from City staff and prepare workbooks of assumptions and preliminary results.	1	1	1	0	1	1	0	5
2.8 Make adjustments per input from City staff in the prior sub-task and distribute workbook of assumptions, inputs, and preliminary results for staff review.	0	1	1	0	2	1	0	5
<b>Task 3 Cost of Service Analysis</b>								
3.1 Identify all test year costs/revenue requirements, revenues, and initial allocation factors/criteria to populate cost allocation model.	0	1	2	0	1	3	0	7
3.2 Review billing data and existing customer classes to determine recommended customer classes for cost allocation and rate design.	0	1	0	0	1	3	0	5
3.3 Allocate costs/revenue requirements to functional cost components, customer classes, and to retail/wholesale service, as applicable, based upon appropriate allocation criteria.	0	1	2	0	2	2	0	7
3.4 Meet with City staff in an interactive work session to review preliminary results.	0	1	1	0	1	1	0	4
3.5 Finalize cost of service allocation model and resulting allocations based upon input from City staff.	0	1	1	2	2	2	0	8
<b>Task 4 Rate Design</b>								
4.1 Conduct a benchmarking analysis of current fees and charges to peer cities and communities.	0	1	1	0	1	2	0	5
4.2 Conduct a diagnostic analysis of the current utility rate structures to identify strengths and weaknesses in terms of but not limited to the following criteria:	0	1	1	0	1	2	0	5
a. Compliance with legal precedent and generally accepted industry practice (national and local).								
b. Fair and equitable distribution of costs to customers in proportion to the benefit received and/or demand placed on the system.								
c. Consistency with policies and management objectives regarding such things as affordability, conservation, economic development, etc.								
d. Fiscal stability/risk of the utility.								
e. Ease of administration and understanding to City staff and customers.								
4.3 Develop User Fees:								
a. Identify and gather additional account information needed for rate structure modifications.	0	0	1	0	1	2	0	4
b. Load billing history data into our FAMS rate model and create a bill frequency analysis.	0	0	0	0	2	4	0	6
c. Conduct a revenue test to ensure accuracy of billing data.	0	1	0	0	1	2	0	4
d. Set up the rate model in conformance with the rate design evaluation in Task 4.1 and the cost allocation results of Task 3.	0	1	0	0	2	1	0	4
e. Run the model and prepare alternative rate structures that reflect the following considerations:	0	2	0	0	2	2	0	6
- Recovery of appropriate amount and types of costs in fixed monthly charges and variable rates by class of customer								
- Inclining block charges designed to encourage conservation								
f. Prepare a customer impact analysis to compare alternative water and sewer rates for each customer class to existing rates.	1	1	1	1	2	2	0	8
g. Review results with consulting team and adjust as required.	1	1	1	1	2	2	0	8
h. Meet with City staff in an interactive work session to review preliminary results.	0	1	1	0	1	1	0	4
i. Make adjustments based upon input from City staff in the prior sub-task and distribute workbook of preliminary results.	0	1	1	0	1	2	0	5
j. Meet with City staff in second interactive work session to review adjusted results.	1	2	2	0	2	2	0	9
k. Perform adjustments based upon City staff input and finalize alternative rate structure options.	0	1	1	2	1	2	0	7
<b>Task 5 Review of Sewer Connection Fees</b>								
5.1 Connection Fee Update								
a. Review the calculation methodology of the current connection fees to ensure it appropriately recovers the cost of providing capacity.	0	1	0	0	0	1	0	2
b. Evaluate system configuration and facilities to determine most appropriate industry accepted calculation methodologies.	0	1	1	0	0	1	0	3

