

Introduced by Hindman
First Reading 4-5-04 Second Reading 4-19-04
Ordinance No. 018065 Council Bill No. B 113-04

018065
Permanent Record
Filed in Clerk's Office

AN ORDINANCE

authorizing the City Manager to execute a sewer purchase and interconnection agreement with Boone County Regional Sewer District for property located in Boone Industrial Park and Gaslight Acres; 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 a sewer purchase and interconnection agreement with Boone County Regional Sewer District for property located in Boone Industrial Park and Gaslight Acres. 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 19th day of April, 2004.

ATTEST:

Shirley A. [Signature]
City Clerk

Larry Hindman [Signature]
Mayor and Presiding Officer

APPROVED AS TO FORM:

[Signature]
City Counselor

**SEWER PURCHASE AND INTERCONNECTION AGREEMENT:
BOONE INDUSTRIAL PARK, GASLIGHT ACRES**

This agreement is entered into this 30th day of April, 2004, between the Boone County Regional Sewer District, a common sewer district organized pursuant to Chapter 204 RSMo ("District") and the City of Columbia, MO, a municipal corporation ("City").

WHEREAS, District currently provides sewer service to Boone Industrial Park and to residents of Gaslight Acres service area located north of the Columbia City limits; and

WHEREAS, District currently treats wastewater generated in the Gaslight Acres service area in a small wastewater lagoon that is at capacity; and

WHEREAS, City operates a regional wastewater treatment plant which is capable of providing wastewater treatment services for the Gaslight Acres service area and Boone Industrial Park; and

WHEREAS, it is feasible to construct a sewer connecting the Gaslight Acres sewer collection system to the City's Cow Branch Outfall and to eliminate the Gaslight Acres lagoon; and

WHEREAS, Boone Industrial Park is surrounded on three sides by the City and future increases in sewage load is most efficiently handled by the City.

Now therefore in consideration of the mutual covenants set out below the parties agree as follows:

1. The City shall purchase the Boone Industrial Park wastewater treatment and collection system for the amount of \$5,236.92.
2. Upon execution of this agreement, the District shall close the Boone Industrial Park wastewater treatment plant and connect the sewer collection system of Boone Industrial Park to the City's Cow Branch Outfall sewer at its cost. All connections shall be to City standards.
3. The District shall be responsible for complying with all Department of Natural Resources regulations regarding abandoned wastewater treatment facilities at its own cost.
4. Upon connection of the Boone Industrial Park collection system to the City's outfall sewer, District customers in the Industrial Park shall become the City's sanitary sewer customers.
5. The City shall allow the connection of the existing District sewerage collection system for the BCRSD service area, as shown on Exhibit A, to the City's Cow Branch Outfall sewer.

6. The District shall shut down and close the existing sewerage lagoon servicing its Gaslight Acres customers. District shall be responsible for reclaiming the lagoon site and shall be responsible for compliance with all Department of Natural Resources regulations regarding abandoned wastewater treatment facilities. Before closing the lagoon, District shall apply to the City Council to annex the lagoon site into the City. The annexation petition may request that the property be placed in zoning district M-1. If the proposed ordinance annexing the lagoon site does not place the property in zoning district M-1, District may withdraw the petition for annexation.
7. District shall maintain all public sewers in the BCRSD service area collection system in compliance with City sewer standards and plumbing codes. City shall inspect the public sewers within the BCRSD service area and Boone Industrial Park service area collection systems prior to construction of the connecting sewer to determine existing conditions and to identify any required repairs. District shall correct any deficiencies in the BCRSD service area and Boone Industrial Park service area collection systems prior to connection to the City's sewer system. City shall have the right to periodically inspect the public sewers in the BCRSD service area collection system for as long as the collection system is connected to the City's sewer system.
8. The customers served by the BCRSD service area shall remain customers of the District. District agrees to pay City a service fee for each District customer in the BCRSD service area. This fee shall be equivalent to .80 times what the customer would pay if the customer were connected to City sewer service within the corporate limits of the City. This fee shall be the same as charged by the City for other interconnections and may be reviewed and changed upon mutual agreement.
9. City shall submit to 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.
10. If a District customer in the BCRSD service area 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.
11. District shall promptly notify City when customers in the BCRSD service area have been connected to the BCRSD service area collection system.
12. City shall not connect customers outside the BCRSD service area to the collection system without prior written consent of the District. District shall not connect customers outside the BCRSD service area to the collection system without prior written consent of the City. Excluding property owned by the Boone County Fire Protection District in the BCRSD service area at the time this agreement is executed, 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) an increase in the number of living units in the R-M zoning, (b) an increase in building size in the C-G, MLP, and M-L zonings, (c) a change in zoning classification which will be reasonably expected to result in an increase of 10% in flow of wastewater over the amount expected to be produced under the existing land use, or (d) a change in the quality of wastewater requiring treatment differing from that required for domestic household wastewater. 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.

13. The term of this agreement as it relates to the BCRSD service area shall be for twenty years beginning on the date it is executed. Thereafter, the agreement shall automatically be renewed for successive terms of twenty years unless it is terminated pursuant to the provisions of this paragraph. Beginning twenty years after the date of this agreement, each party shall have the right to terminate this agreement with cause upon giving five years prior written notice to the other party.
14. City is entering into an annexation agreement with Boone County at the same time it is entering into this agreement. The annexation agreement pertains to the property shown in Exhibit A. Under the annexation agreement, City will, subject to its public improvement process, extend the Cow Branch Outfall sewer to the County property and allow the County and tenants on the County property to connect lateral sewers to the Cow Branch Outfall sewer. District agrees that County and any tenants on the County property connecting to the Cow Branch sewer shall be City sewer customers. District further agrees that the Crown Power and Equipment Company located on Prathersville Road shall also be a City sewer customer when the connection to the Cow Branch sewer is accomplished. District agrees to convey to the City, without charge, all sewer easements and all sewer lines and appurtenances that it owns on the County property and extending to the Crown Power and Equipment Company as soon as the sewer lines are attached to City's Cow Branch Outfall sewer.
15. This agreement is contingent upon City and Boone County entering into the annexation agreement referenced in paragraph 14.
16. This agreement is not intended to confer any rights or remedies on any person other than the parties.
17. Any amendments to this Agreement shall be in writing.

CITY OF COLUMBIA, MISSOURI

By: Raymond A. Beck
Raymond A. Beck, City Manager

ATTEST:

Sheela Amin
Sheela Amin, City Clerk

APPROVED AS TO FORM:

Fred Boeckmann
Fred Boeckmann, City Counselor

BOONE COUNTY REGIONAL SEWER DISTRICT

By: Tom Ratermann
Tom Ratermann, Manager

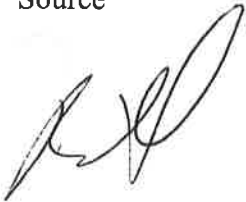
ATTEST:

Lesley Oswald
Lesley Oswald, Assistant Secretary

APPROVED AS TO FORM:

John Patton
John Patton, General Counsel

Source



Agenda Item No. B112-04
B113-04

TO: City Council
FROM: City Manager & Staff *ABeck*
DATE: March 29, 2004
RE: County Law Enforcement Campus Annex. Agreement and Agreement with Boone County Regional Sewer District regarding Boone Industrial Park and Gaslight Acres

Fiscal Impact

YES

NO

Other Info.

EXECUTIVE SUMMARY

Approval of these two agreements, which must both be approved for one to go into effect, will annex County owned property west of US 63 allowing properties which have pre-annexation agreements to also annex; require the city to extend an 80 acre sewer to eliminate an at capacity city pump station serving county property and other customers; transfers Boone County Regional Sewer District (BCRSD) facilities and customers in and adjacent to the annexed area; transfer of BCRSD facilities and customers in the Boone Industrial Park to the City, and approval of an interconnection agreement of existing BCRSD service area and customers in Gaslight Acres to the city's sewer with a waiver of annexation. A map showing these areas is attached.

DISCUSSION

Council has previously been advised of the BCRSD's request for interconnection of Gaslight Acres and willingness to "sell" their Boone Industrial Park facilities and customers to the city. Council and staff were concerned that waiving the annexation requirement for Gaslight Acres could create a several mile barrier to annexation across north Columbia. By annexing the County Facilities, the "barrier" is broken.

Specifics of the agreements include:

1. County Law Enforcement Campus Annexation

- a. County agrees to annex all of its County Farm property west of US 63 (including US 63 ROW) contingent upon M1 zoning;
- b. This property will be subject to County governance and regulation in regards to land use and other regulation
- c. Present law enforcement protocols (copy attached) will continue to cover this property;
- d. The city and county will jointly study provision of public transportation to this property;
- e. The city will extend the Cow Branch interceptor to eliminate a city pump station which is at capacity;

2. Sewer Purchase and Interconnection Agreement

- a. City will purchase the BCRSD's Boone Industrial Park wastewater treatment plant, collection system and customers for \$5,236.92; this figure, suggested by BCRSD, is the computed net revenues from their existing Boone Industrial Park customers for the next five years.
- b. BCRSD will close at its expense its Boone Industrial plant and connect the system to Cow Branch Sewer;

c. The city will allow the BCRSD Gaslight Acres Service Area (dark grey area on Exhibit 'A') to connect to City's Cow Branch at BCRSD's cost without annexation or agreeing to a pre-annexation agreement;

d. All BCRSD connections and customers shall be subject to city standards and regulations.

e. BCRSD shall transfer all easements and facilities on the County Law Enforcement Campus and those servicing Crown Power, to the City

f. BCRSD shall pay the same cost for treatment that it does for other interconnections (0.8 times what a city sewer customer pays in the city)

g. BCRSD will close the Gaslight Acres treatment lagoon and annex the property it occupies subject to M1 zoning (the same zoning as the surrounding property).

In summary, passage of these two agreements provides for annexation of County property allowing the city to continue to expand northward, and eliminates several sewer problems including two discharges to Cow Branch creek. They require the city to construct an 80 acre extension to the Cow Branch sewer, (which was proposed as part of the original project), at a cost of about \$125,000. They allow the county to continue jurisdiction on its property after annexation (arguably similar to Columbia Regional Airport. They allow BCRSD to continue to serve an area along and north of Pratherly Road without requiring annexation to the city.

SUGGESTED COUNCIL ACTION

Should Council feel that these agreements together are balanced and benefit the city, their passage is suggested.

Introduced by _____

First Reading _____ Second Reading _____

Ordinance No. _____ Council Bill No. B 112-04

AN ORDINANCE

authorizing the City Manager to execute an annexation agreement with Boone County for property located along the west side of U.S. Highway 63 North; 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 annexation agreement with Boone County for property located along the west side of U.S. Highway 63 North. 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 _____ day of _____, 2004.

ATTEST:

City Clerk

Mayor and Presiding Officer

APPROVED AS TO FORM:



City Counselor

ANNEXATION AGREEMENT

This agreement is entered into this _____ day of _____, 2004, between the City of Columbia, Missouri (hereinafter City) and Boone County, Missouri (hereinafter County).

The parties agree as follows:

1. County is the sole owner of land located in Boone County, Missouri along US Highway 63 North more particularly described in Exhibit B which is attached to and made part of this annexation agreement.
2. The County maintains several facilities on this land including the County jail and Reality House. The County leases part of the land to the Boone County Fire Protection District for use as a support facility for emergency services and training. There is a sanitary sewer pump station serving the land that is currently at capacity which will require significant upgrade in order to service potential improvements or expansions of the facilities now located upon the land and to accommodate additional uses of the land. The City has an existing outfall sewer trunk that extends to the boundary of the land but does not serve the land.
3. At the time of execution of this agreement, County shall submit a verified petition requesting annexation of the above described land into the City to the City's Director of Planning and Development for presentation to the City Council of Columbia, Missouri. The annexation petition may request that the property be placed in zoning district M-1. If the proposed ordinance annexing the property does not place the property in zoning district M-1, County may withdraw the petition for annexation.
4. Upon annexation of the described land into the City, any land owned by the County in the area annexed shall be subject to County governance and regulation and the use of such land and all activities thereon while owned by County shall be subject to County governance and regulation and shall not be subject to City zoning, regulation or ordinances of any type or kind without the consent of the County.
5. Upon annexation of the described land into the City, publicly dedicated roads and streets within the area annexed shall become City roads and streets.
6. Upon annexation of the described land into the City, County shall continue to provide law enforcement services to County owned property in the annexation area under present law enforcement protocols adopted by City and County law enforcement agencies unless amended by agreement in the future.
7. City will consider providing some form of public bus service, cooperatively with the County, to the County juvenile and adult detention facilities. This service would be based upon need and

expected use so long as sufficient revenue sources are available to County and City to support the bus service.

8. Upon annexation of the described land into the City, the City, subject to the requirements of City's public improvement process, shall, at City's expense, extend the Cow Branch outfall sewer onto the land and eliminate the existing pump station; further, City shall make reasonable efforts to complete such extension during the year 2004. In return, the County shall dedicate easements and sewer lines in accordance with paragraph 10.

9. County or County's tenants shall be responsible for the cost of connecting lateral sewers serving County or tenant facilities to the Cow Branch outfall sewer.

10. All sewer lines and appurtenances serving County property shall be located within standard sewer easements dedicated to the public use and constructed in compliance with City regulations and standards. Construction of the sewer lines and appurtenances shall be inspected by the City and shall be subject to City approval. The sewer lines and appurtenances shall be deeded to the City after they have been constructed and pass City inspection. This paragraph shall not apply to easements and sewer lines and appurtenances that have been conveyed to the Boone County Regional Sewer District before execution of this agreement. In addition, sewer connection fees, user charges, as well as other any other applicable fees, charges or rates for utilities which now serve or may serve the described property annexed into the City which is owned by the County shall be subject to the same generally applicable fees, charges or rates established from time to time by City for its customers.

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

12. City is entering into an agreement titled Sewer Purchase and Interconnection Agreement: Boone Industrial Park, Gaslight Acres with Boone County Regional Sewer District at the same time it is entering into this agreement. The City agreement with the Sewer District contains an Exhibit A identical to Exhibit A of this agreement which identifies a geographic area called the BCRSD service area. Subject to execution of this agreement and execution of City's agreement with the Boone County Regional Sewer District, County agrees to notify Boone County Regional Sewer District if and when building permits are issued by County in the BCRSD service area shown on Exhibit A in order for District to determine whether redevelopment will occur within the BCRSD service area under the terms of District's agreement with City.

13. This agreement is contingent upon City and the Boone County Regional Sewer District entering into the Sewer Purchase and Interconnection Agreement: Boone Industrial Park, Gaslight Acres.

IN WITNESS WHEREOF, the parties have executed this agreement on the day and year first above written.

CITY OF COLUMBIA, MISSOURI

By: _____
Raymond A. Beck, City Manager

ATTEST:

Sheela Amin, City Clerk

APPROVED AS TO FORM:

Fred Boeckmann, City Counselor

BOONE COUNTY, MISSOURI

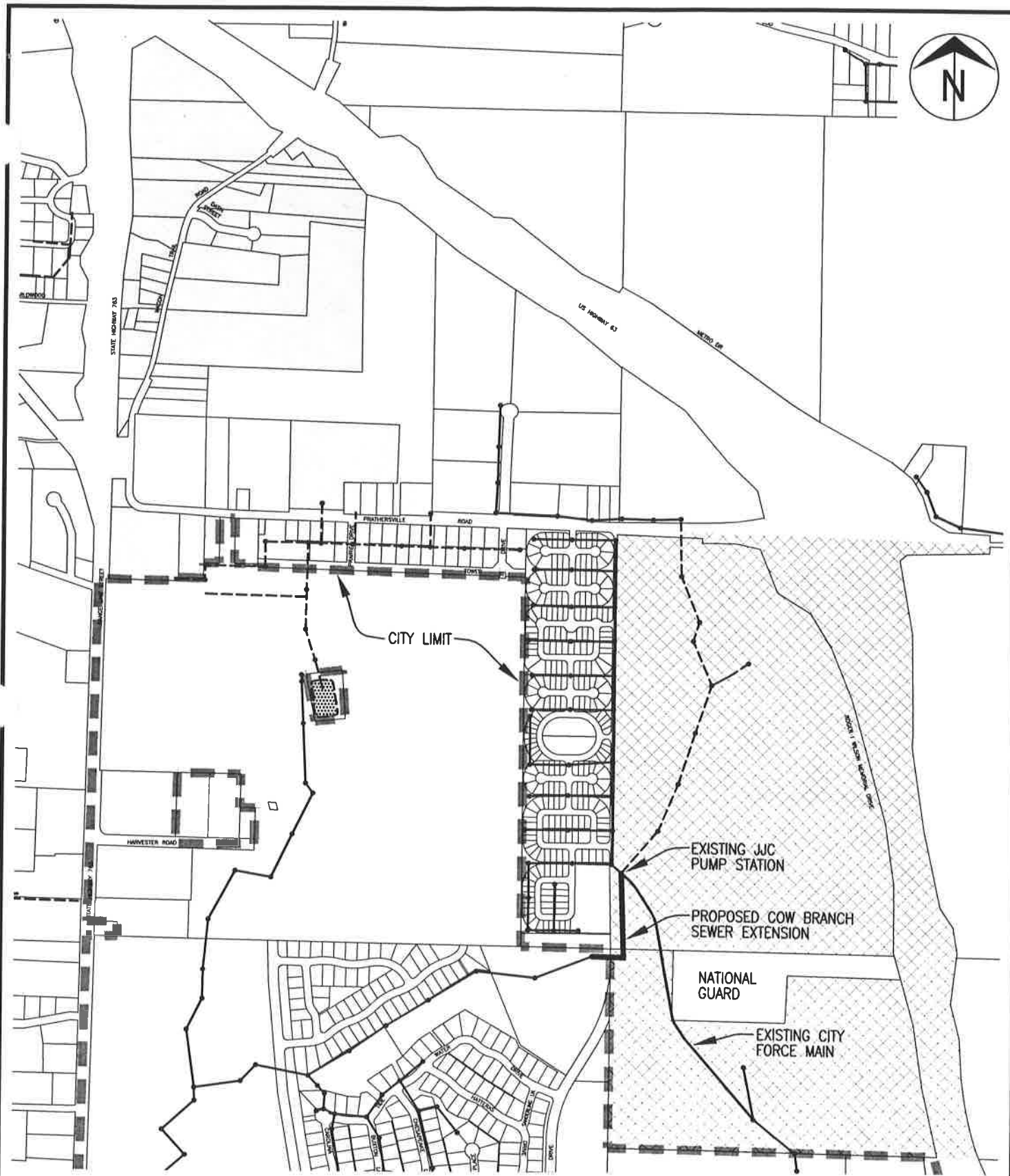
By: _____
Keith Schnarre, Presiding Commissioner

ATTEST:




Wendy Noren, County Clerk

APPROVED AS TO FORM:

John Patton, County Attorney



LEGEND

-  BCRSD SERVICE AREA
-  EXISTING CITY SEWER
-  PROPOSED COUNTY ANNEXATION
-  EXISTING BCRSD SEWER

 **City of Columbia, Missouri**
Department of Public Works

EXHIBIT A
GASLIGHT ACRES CONNECTION AGREEMENT
AND BOONE COUNTY ANNEXATION AGREEMENT

Scale: None Dwn: N.L.H. Date: 12/5/03

O:\CADDP\ANITARY\Misc\VJC Diagram.dwg, 12/05/2003 03:31:29 PM, nilherd

County Annexation Legal Description

A tract of land in the northeast quarter of the southeast quarter of Section 30, Township 49 North, Range 12 West, Boone County, Missouri; being part of the tract described by the warranty deed recorded in Book 1084 at page 474 of the Boone County Records and being more particularly described as follows:

Commencing at the northeast corner Of Arcadia Plat 5, as recorded in Plat Book 33 at page 21 and the southernmost point of the said tract described by the warranty deed recorded in Book 1084 at page 474; thence with the section line N0° 07' 10" W, 214.81 feet; thence leaving said section line, S89° 52' 50" W, 25.00 feet to the POINT OF BEGINNING; thence 77.70 Feet along a 30.00-foot radius non-tangent curve to the right, said curve having a chord, S74° 04' 50" W, 57.73 feet; thence N31° 43' 10" W, 233.59 feet; thence 141.87 feet along a 100.00-foot radius curve to the right, said curve having a chord, N8° 55' 25" E, 130.27 feet; thence 173.17 feet along an 836.96-foot radius curve to the left, said curve having a chord N43° 38' 20" E, 172.86 feet to the westerly right-of-way line of U.S. Route 63; thence with said right-of-way, S1° 22' 00" W, 155.04 feet to a point 65 feet right or westerly of station 9+00 of the centerline of the Oakland Gravel Road connection with the U.S. Route 63; thence N89° 36' 40" E, 41.95 feet; thence S0° 07' 10" E, 281.95 feet to the POINT OF BEGINNING and containing 1.22 acres.

ALSO, parts of land owned by Boone County in the southeast quarter of Section 19 as described in the deed in Book 90 at page 581 and in the north half of the northeast quarter of Section 30 as described in deed in Book 109 at page 385, both in Township 49 North, Range 12 West and being more particularly described as follows:

A tract of land as shown by the survey in Book 1196 at page 466 situate in said Sections 19 and 30 EXCEPTING THEREFROM the tract of land described in the warranty deed recorded in Book 774 at page 136 of said county records AND...

Land owned by Boone County, Missouri, burdened by easements condemned under petition and Order of Condemnation entered by the Circuit Court of Boone County, Missouri, in the case of *State of Missouri ex. rel. Missouri Highway and Transportation Commission vs. B. D. Simon et. al The County Court of Boone County, Missouri*, Case No. CV180-1973CC, in which Boone County through its County Court members are named and described as Defendants in the following description of the rights acquired:

An easement over and across a tract of land for additional right of way for the improvement of US Highway Route 63 and an intersection with Prathersville Road and a connection of Oakland Gravel Road (with all right of direct access to abutting property to the thruway and ramps of U.S. Highway Route 63 being prohibited and also prohibited to Prathersville Road from and between Station 2+65 to Station 16+35), in the N ½ of SE ¼, and the SE ¼ of the SE ¼ of Section 19, and the NE ¼ of NE ¼ of Section 30, T 49 N, R 12 W, Boone County, Missouri, containing 36.73 acres, more or less.

All that part of Defendants' property lying within widths as hereinafter designated on the easterly side of and also in the westerly side of the following described survey centerline for the improvement

of said Route 63; on the southerly side of the following described survey centerline of Prathersville Road; on the westerly side of the following described survey centerline for the connection of Oakland Gravel Road.

The survey centerline for the improvement of US Highway 63 is described as follows: From a stone at the $\frac{1}{4}$ corner between Sections 18 and 19, T 49 W, R 12 W; thence $S4^{\circ} 35' 41''$ W, 308 feet; thence $S 30^{\circ} 22' 41''$ E, 266 feet; thence $S19^{\circ} 10' 41''$ E, 205 feet; thence $S2^{\circ} 19' 19''$ W, 834.30 feet to a point on the centerline at station 861+00, thence from said point the centerline extends $S55^{\circ} 25' 41''$ W 402.19 feet to P.C. Station 865+02.19; thence to the right on a 2° curve having a delta of $46^{\circ} 53' 50''$, 1301.38 feet to said Route 63 Station 878+03.57 = station 10+00 Prathersville Road; thence continuing on said curve 1043.48 feet to P.T. Station 888+47.05, thence $S8^{\circ} 31' 51''$ E, 2593.84 feet to the P.C. Station 914+40.89; thence to the left on a 2° curve having a delta of $32^{\circ} 46' 45''$, 1638.96 feet to P.T. Station 930+79.85; thence $S41^{\circ} 18' 36''$ E, 90 feet to Station 931+69.85 Route 63 = Station 2+35 Oakland Gravel Road.

The survey centerline of Prathersville Road is described as follows: BEGINNING at said Route 63 Centerline Station 878+03.57 = Prathersville Road Centerline Station 10+00; thence $S87^{\circ} 58' 35''$ E, 650 feet; thence $S88^{\circ} 46' 35''$ E, 350 feet to Station 0+00; $N88^{\circ} 46' 35''$ W, 350 feet to P.I. Station 3+50, thence $N87^{\circ} 58' 35''$ W, 1,500 feet to station 18+50.

The survey centerline of Oakland Gravel Road Connection is described as follows: BEGINNING at said Route 63 Centerline Station 931+69.85 = Station 22+35 Oakland Gravel Road; thence $N48^{\circ} 41' 24''$ E, 235 feet to Station 20+00; thence $N41^{\circ} 18' 36''$ W, 430.81 feet to the P.T. Station 15+69.19; thence to the right on a 12° curve having a delta of $42^{\circ} 00'$, 350 feet to P.C. Station 12+19.19; thence $N0^{\circ} 41' 24''$ E, 319.19 feet to Station 9+00.

The widths of right-of-way on the southerly side of the above described centerline of Prathersville Road, and on the easterly side of and also on the westerly side of the above described centerline for the improvement of said Route 63 and on the westerly side of the above described centerline for Oakland Gravel Road are designated as: BEGINNING on the centerline of Prathersville Road at Station 18+70; thence South to a point 70 feet southerly of and opposite Station 18+50; thence East to a point 60 feet southerly of and opposite station 16+35; thence easterly to a point 85 feet southerly of and opposite of Station 14+75; thence southerly to a point 480 feet westerly of and opposite said Route 63 Centerline Station 879+65; thence southerly to a point 340 feet westerly of Station 882+00; thence easterly to a point on the centerline of said Route 63 at Station 882+00; thence easterly to a point 320 feet easterly of and opposite Station 881+00; thence northeasterly to a point 85 feet South of and opposite Prathersville Road Centerline Station 5+30; thence easterly to a point 65 feet South of and opposite Station 2+65; thence easterly to a point 60 feet South of and opposite Station 0+00; thence North 60 feet to a point on the centerline of Prathersville Road at Station 0+00; thence west along the centerline of Prathersville Road to the POINT OF BEGINNING. Thence BEGINNING on the easterly side of said Route 63 Centerline with a width of 320 feet at Station 881+00; thence decreasing to a width of 245 feet at Station 885+25; thence decreasing to a width of 187 feet at Station 888+47.05; thence decreasing to a width of 170 feet at Station 890+00; thence decreasing to a width of 125 feet at Station 892+50; thence 125 feet in width to Station 898+00; thence increasing to a width of 160 feet at Station 903+00; thence increasing to a width of 230 feet at

Station 904+50; thence 230 feet in width to Station 906+00; thence decreasing to a width of 150 feet at Station 909+00; thence increasing to a width of 170 feet at Station 911+20; thence decreasing to a width of 125 feet at Station 914+40.89; thence 125 feet in width parallel to the centerline to Station 920+00. Thence BEGINNING on the westerly side of said Route 63 centerline with a width of 340 feet at Station 882+00; thence decreasing to a width of 280 feet at Station 885+00; thence decreasing to a width of 230 feet at Station 888+47.05; thence decreasing to a width of 185 feet at Station 892+00; thence decreasing to a width of 125 feet at Station 897+00; thence 125 feet in width to Station 901+00; thence increasing to a width of 190 feet at Station 905+20; thence decreasing to a width of 125 feet at Station 910+00; thence 125 feet in width to Station 914+40.89; thence increasing to a width of 140 feet at Station 920+00.

Introduced by _____

First Reading _____ Second Reading _____

Ordinance No. _____ Council Bill No. B 113-04

AN ORDINANCE

authorizing the City Manager to execute a sewer purchase and interconnection agreement with Boone County Regional Sewer District for property located in Boone Industrial Park and Gaslight Acres; 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 a sewer purchase and interconnection agreement with Boone County Regional Sewer District for property located in Boone Industrial Park and Gaslight Acres. 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 _____ day of _____, 2004.

ATTEST:

City Clerk

Mayor and Presiding Officer

APPROVED AS TO FORM:



City Counselor

**SEWER PURCHASE AND INTERCONNECTION AGREEMENT:
BOONE INDUSTRIAL PARK, GASLIGHT ACRES**

This agreement is entered into this _____ day of _____, 2004, between the Boone County Regional Sewer District, a common sewer district organized pursuant to Chapter 204 RSMo ("District") and the City of Columbia, MO, a municipal corporation ("City").

WHEREAS, District currently provides sewer service to Boone Industrial Park and to residents of Gaslight Acres service area located north of the Columbia City limits; and

WHEREAS, District currently treats wastewater generated in the Gaslight Acres service area in a small wastewater lagoon that is at capacity; and

WHEREAS, City operates a regional wastewater treatment plant which is capable of providing wastewater treatment services for the Gaslight Acres service area and Boone Industrial Park; and

WHEREAS, it is feasible to construct a sewer connecting the Gaslight Acres sewer collection system to the City's Cow Branch Outfall and to eliminate the Gaslight Acres lagoon; and

WHEREAS, Boone Industrial Park is surrounded on three sides by the City and future increases in sewage load is most efficiently handled by the City.

Now therefore in consideration of the mutual covenants set out below the parties agree as follows:

1. The City shall purchase the Boone Industrial Park wastewater treatment and collection system for the amount of \$5,236.92.
2. Upon execution of this agreement, the District shall close the Boone Industrial Park wastewater treatment plant and connect the sewer collection system of Boone Industrial Park to the City's Cow Branch Outfall sewer at its cost. All connections shall be to City standards.
3. The District shall be responsible for complying with all Department of Natural Resources regulations regarding abandoned wastewater treatment facilities at its own cost.
4. Upon connection of the Boone Industrial Park collection system to the City's outfall sewer, District customers in the Industrial Park shall become the City's sanitary sewer customers.
5. The City shall allow the connection of the existing District sewerage collection system for the BCRSD service area, as shown on Exhibit A, to the City's Cow Branch Outfall sewer.

6. The District shall shut down and close the existing sewerage lagoon servicing its Gaslight Acres customers. District shall be responsible for reclaiming the lagoon site and shall be responsible for compliance with all Department of Natural Resources regulations regarding abandoned wastewater treatment facilities. Before closing the lagoon, District shall apply to the City Council to annex the lagoon site into the City. The annexation petition may request that the property be placed in zoning district M-1. If the proposed ordinance annexing the lagoon site does not place the property in zoning district M-1, District may withdraw the petition for annexation.
7. District shall maintain all public sewers in the BCRSD service area collection system in compliance with City sewer standards and plumbing codes. City shall inspect the public sewers within the BCRSD service area and Boone Industrial Park service area collection systems prior to construction of the connecting sewer to determine existing conditions and to identify any required repairs. District shall correct any deficiencies in the BCRSD service area and Boone Industrial Park service area collection systems prior to connection to the City's sewer system. City shall have the right to periodically inspect the public sewers in the BCRSD service area collection system for as long as the collection system is connected to the City's sewer system.
8. The customers served by the BCRSD service area shall remain customers of the District. District agrees to pay City a service fee for each District customer in the BCRSD service area. This fee shall be equivalent to .80 times what the customer would pay if the customer were connected to City sewer service within the corporate limits of the City. This fee shall be the same as charged by the City for other interconnections and may be reviewed and changed upon mutual agreement.
9. City shall submit to 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.
10. If a District customer in the BCRSD service area 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.
11. District shall promptly notify City when customers in the BCRSD service area have been connected to the BCRSD service area collection system.
12. City shall not connect customers outside the BCRSD service area to the collection system without prior written consent of the District. District shall not connect customers outside the BCRSD service area to the collection system without prior written consent of the City. Excluding property owned by the Boone County Fire Protection District in the BCRSD service area at the time this agreement is executed, 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) an increase in the number of living units in the R-M zoning, (b) an increase in building size in the C-G, MLP, and M-L zonings, (c) a change in zoning classification which will be reasonably expected to result in an increase of 10% in flow of wastewater over the amount expected to be produced under the existing land use, or (d) a change in the quality of wastewater requiring treatment differing from that required for domestic household wastewater. 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.

13. The term of this agreement as it relates to the BCRSD service area shall be for twenty years beginning on the date it is executed. Thereafter, the agreement shall automatically be renewed for successive terms of twenty years unless it is terminated pursuant to the provisions of this paragraph. Beginning twenty years after the date of this agreement, each party shall have the right to terminate this agreement with cause upon giving five years prior written notice to the other party.
14. City is entering into an annexation agreement with Boone County at the same time it is entering into this agreement. The annexation agreement pertains to the property shown in Exhibit A. Under the annexation agreement, City will, subject to its public improvement process, extend the Cow Branch Outfall sewer to the County property and allow the County and tenants on the County property to connect lateral sewers to the Cow Branch Outfall sewer. District agrees that County and any tenants on the County property connecting to the Cow Branch sewer shall be City sewer customers. District further agrees that the Crown Power and Equipment Company located on Prathersville Road shall also be a City sewer customer when the connection to the Cow Branch sewer is accomplished. District agrees to convey to the City, without charge, all sewer easements and all sewer lines and appurtenances that it owns on the County property and extending to the Crown Power and Equipment Company as soon as the sewer lines are attached to City's Cow Branch Outfall sewer.
15. This agreement is contingent upon City and Boone County entering into the annexation agreement referenced in paragraph 14.
16. This agreement is not intended to confer any rights or remedies on any person other than the parties.
17. Any amendments to this Agreement shall be in writing.

CITY OF COLUMBIA, MISSOURI

By: _____
Raymond A. Beck, City Manager

ATTEST:

Sheela Amin, City Clerk

APPROVED AS TO FORM:

Fred Boeckmann, City Counselor

BOONE COUNTY REGIONAL SEWER DISTRICT

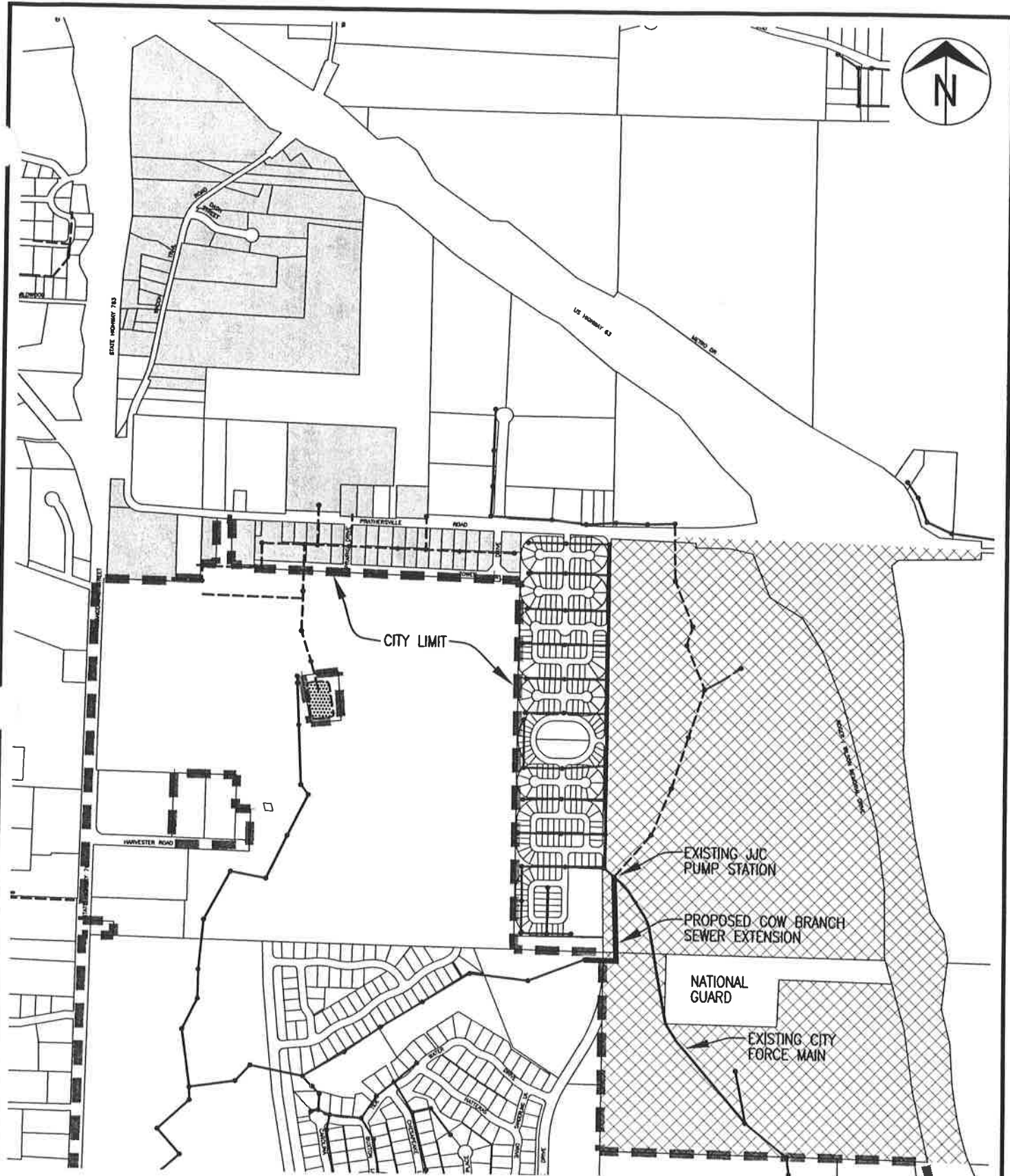
By: _____
Tom Ratermann, Manager

ATTEST:

Lesley Oswald, Assistant Secretary

APPROVED AS TO FORM:

John Patton, General Counsel



LEGEND



BCRSD SERVICE AREA
PROPOSED COUNTY ANNEXATION



EXISTING CITY SEWER
EXISTING BCRSD SEWER



City of Columbia, Missouri
Department of Public Works

EXHIBIT A
GASLIGHT ACRES CONNECTION AGREEMENT
AND BOONE COUNTY ANNEXATION AGREEMENT

Scale: None Dwn: N.L.H. Date: 12/5/03