

## ANNEXATION AGREEMENT

This Agreement between the City of Columbia, Missouri, a municipal corporation (hereinafter "City") and Old Hawthorne Development LLC (hereinafter "Owner") is entered into as of the last date of all of the parties to execute the Agreement (the "Effective Date"). In consideration of the mutual covenants contained herein, the parties agree as follows:

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

See legal description attached as Exhibit A, which is incorporated herein by reference

(hereinafter the "Property").

2. Owner proposes to design and construct certain sanitary sewer extensions to serve a maximum of 3 lots on the Property in the general location as shown on Exhibit B attached hereto and incorporated herein by this reference (the "Project"). Owner shall dedicate at no cost to City the public utility easements reasonably necessary for the construction, operation and maintenance of the sanitary sewer lines serving the Project.

3. City agrees to allow Owner to connect sanitary sewer lines serving the Property to the City's sanitary sewer system as set forth herein and in accordance with the Connection Agreement between the Boone County Regional Sewer District and the City of Columbia attached hereto as Exhibit C, as may be amended from time to time. The total authorized wastewater discharge from the property into the sanitary sewer lines shall not exceed 12,000 gallons per day, average daily flow, as determined pursuant to Missouri Department of Natural Resources Wastewater Design Guidelines and Standards without the express written consent of the City. Owner shall make the connection to the City's sanitary sewer system at Owner's sole cost and expense. Owner shall obtain all necessary permits for the sewer construction and connection and shall pay a connection fee in accordance with Chapter 22 of the City Code of Ordinances at the time each individual lot is connected to the sewer.

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

approval. The sewer lines and appurtenances shall be conveyed to the City following construction and approval.

5. If any conflict exists between a County regulation and a City regulation, Owner, to the extent required by law, shall follow the County regulation. Owner acknowledges that no conflict exists where a City regulation imposes a more stringent minimum requirement than a corresponding County regulation and where the City imposes regulations that are not imposed by the County.

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

7. Code Compliance.

- a. Except as provided in Paragraph 7.d., development and construction on the Property by Owner shall conform to all Boone County ordinances and standards for the duration the Property remains outside the City limits. During such time, Owner agree to obtain all required approvals from the appropriate Boone County authorities for zoning, platting and all applicable development and construction permits to construct a mixed-use development as generally depicted on Exhibit B.
- b. Once annexed into the City, development and construction on the Property shall conform to all City standards, including, but not limited to, the Unified Development Code. Provided, however, any phase of development under construction at the time of annexation may be completed under applicable Boone County requirements together with inspections and approvals by Boone County provided the construction is completed within two (2) years following the date of annexation. Nothing in this Paragraph constitutes a waiver of the obligation to comply with City standards as indicated in Paragraph 7.d.
- c. Following construction, all sanitary sewers, storm sewers, and streets and sidewalks shall be forever dedicated to the public use.
- d. After the date of execution of this agreement but prior to annexation, Owner shall construct and maintain the following items in connection with such development as required by the City code as though the Property is located within the City limits: (1) tree preservation areas (note: per city code, tree preservation plans must be approved prior to any land disturbance), (2) compliance with the International Fire Code, as adopted and amended by City ordinance ("City Fire Code"), (3) compliance with City lighting requirements, (4) and compliance with City use-specific standards for self-service storage facilities (Section 29-3.3(w)) as applicable and City transitional screening and buffering between commercial and residential uses (Section 29-4.4(e)) as applicable.
  - i. Owner shall submit tree preservation plans to the City Arborist for approval accompanied by a processing fee payment of \$200. Plans shall provide for at least 25% of the pre-development climax forest as required by the City's tree preservation ordinance to be preserved through a preservation easement. In

presenting tree preservation plans to the City, Owner shall provide plans that are in compliance with the requirements of Chapter 29-4.4 (Landscaping, Screening and Tree Preservation) of the Unified Development Code, amended and adopted, by City Ordinance.

- ii. The tree preservation easement shall be in a form satisfactory to the City and shall be recorded by Owner prior to the issuance of land disturbance permits for development of the property.
  - iii. Owner shall submit photometric lighting plans to the City for approval accompanied by a processing fee payment of \$100.
  - iv. Owner shall submit a copy of the proposed final plat and required revisions(s) as well as a copy of proposed construction plans and required revision(s) to the City Fire Marshall for review and approval concurrent with application to seek Boone County Planning and Zoning Commission or County Commission approval of the final plat or issuance of a land disturbance permit authorizing the installation of infrastructure. The plat and plans submitted to the City Fire Marshal shall demonstrate compliance with the City Fire Code.
  - v. Owner shall submit a copy of the proposed final planned development plan to show compliance with Sections 29-3.3(w) and 29-4.4(e) as applicable for review and approval concurrent with application to seek Boone County Planning and Zoning Commission or County Commission approval of the final planned development plan. All other planned development plan components shall be prepared in accordance with the applicable requirements of Boone County.
- e. Development and construction on the Property shall be subject to County standards and City standards as specifically set forth in paragraph 7.a-7.d. During the period when Owner is constructing or developing the Project, if any irreconcilable conflict exists between a County regulation and a City regulation, the Owner, after providing notice for the conflict to the City Department of Community Development, Division of Building and Site Development, shall follow the County regulation. Owner acknowledges that no conflict exists if:
- i. A City regulation imposes a more stringent minimum requirement than a corresponding County regulation and compliance with both the County and City regulation can be achieved by satisfying the City requirement, or
  - ii. In any instance where the City imposes a regulation that is not imposed by the County.

In either instance, Owner shall follow the City requirement.

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

9. The parties agree that this agreement shall become null and void in the event the Boone County authorities do not grant the required approvals to develop the project as shown in Exhibit B.

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

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

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

13. The petition for annexation may request that the Property be placed in Zoning District PD, with all uses set forth in Exhibit D attached hereto allowed as permitted uses within the planned district upon annexation. The petition shall include a development plan depicting all buildings and improvements in place on the Property as of the effective date of the filing of the petition. If the proposed ordinance annexing the Property does not place the Property in the PD zoning district specified herein, Owner may withdraw the petition for annexation. Such withdrawal shall not affect the parties' obligations under this Agreement, including City's obligation to provide sewer service

14. Except as expressly set forth in paragraph 12 hereof, Owner agrees not to take any action to oppose any annexation initiated by the City which includes the Property. Owner further agree not to take any action to oppose any annexation initiated by the City or by any property owner which includes any property lying between the Property and the City limits. The parties acknowledge they are entering into this agreement in good faith and that the commitment of Owner to annex the Property into the City limits is a material condition upon which the City has placed substantial reliance in entering into this agreement. City states it would not enter into this agreement allowing connection of Owner's Property to the City's sanitary sewer system but for such commitment to annex the Property into the City limits.

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

16. If Owner fails to annex the Property as provided herein, City may terminate sewer service to the Property and disconnect the sewer lines serving the Property from the City's sanitary sewer system. City may give Owner one hundred eighty (180) days prior written notice of its intent to terminate sewer service.

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

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

19. Owner, at Owner's sole cost and expense, hereby agrees to indemnify, protect, release, defend (with counsel acceptable to the City) and hold harmless the City, its municipal officials, elected officials, boards, commissions, officers, employees, attorneys, and agents from and against any and all causes of action, claims, demands, contractual damages and losses, economic damages and losses, any and all other damages and losses; liabilities, fines, charges, penalties, administrative and judicial proceedings and orders, judgments, remedial actions of any kind, and all costs and expenses of any kind, including, without limitation, reasonable attorney's fees and costs of defense arising out of either Owner's breach of this Agreement or any action or inaction of Owner, its agents, representatives, employees, contractors, subcontractors, or any other person for whose acts Owner may be liable.

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

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

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

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

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

**CITY OF COLUMBIA, MISSOURI**

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

ATTEST:

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

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

APPROVED AS TO FORM:

\_\_\_\_\_ *a*  
Nancy Thompson, City Counselor

STATE OF MISSOURI        )  
  ) ss  
COUNTY OF BOONE        )

On this \_\_\_\_ day of \_\_\_\_\_, 2019 before me appeared John Glascock, to me personally known, who, being by me duly sworn, did say that he is the Interim City Manager of the City of Columbia, Missouri, and that the seal affixed to the foregoing instrument is the corporate seal of the City and that this instrument was signed and sealed on behalf of the City by authority of its City Council and the City Manager acknowledged this instrument to be the free act and deed of the City.

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

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

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

OWNER: Old Hawthorne Development LLC

By: *Billy Sapp*  
Billy Sapp, Member

Date: 10/9/2019

STATE OF MISSOURI            )  
  ) ss  
COUNTY OF Boone         )

On this 9 day of OCTOBER, 2019, before me, a Notary Public in and for said state, personally appeared, Billy Sapp, to me personally known, who, being by me duly sworn, did say that he is a member of Old Hawthorne LLC, a Missouri corporation, and that the foregoing agreement was signed on behalf of said corporation and acknowledged such agreement to be the free act and deed of such corporation.

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

*Danielle Griffith*  
Notary Public

My commission expires: 10/28/2020



**Exhibit A**

Legal Description of the Property



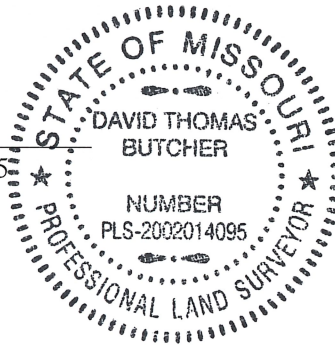
DESCRIPTION ANNEXATION AGREEMENT – GRANT TRACT - WW  
 FOR OLD HAWTHORNE DEVELOPMENT, LLC.  
 JOB #170471

OCTOBER 11, 2019

A TRACT OF LAND CONTAINING 5.79 ACRES, MORE OR LESS, LOCATED IN THE EAST HALF (E 1/2) OF THE SOUTHWEST QUARTER (SW 1/4) OF SECTION SIXTEEN (16), TOWNSHIP FORTY-EIGHT (48) NORTH, RANGE TWELVE (12) WEST, OF THE FIFTH (5TH) PRINCIPAL MERIDIAN, IN BOONE COUNTY, MISSOURI, AS SHOWN AND DESCRIBED BY THE SURVEY THEREOF RECORDED JUNE 15, 1970 AS DOCUMENT NO. 3080 IN BOOK 388, PAGE 414, RECORDS OF BOONE COUNTY, MISSOURI. (A SUPPLEMENTAL COPY OF SAID SURVEY IS RECORDED OCTOBER 8, 1971 AS DOCUMENT NO. 7870 IN BOOK 396, PAGE 433, RECORDS OF BOONE COUNTY, MISSOURI.)


  
 DAVID T. BUTCHER, PLS-2002014095

10/14/2019  
 DATE



NOTE:

THIS DESCRIPTION IS TAKEN DIRECTLY FROM THE DEED RECORDED IN BOOK 4822, PAGE 23.

 <b>CROCKETT</b> <b>ENGINEERING CONSULTANTS</b> 1000 W. Nifong Blvd. Building 1 Columbia, Missouri 65203 (573) 447-0292 www.crockettengineering.com	CORPORATE NUMBER 2000151304	DESCRIPTION OF ANNEXATION AGMT - GRANT TRACT
	DATE: 10/11/2019 PROJECT: 170471	SW QUARTER, SECTION 16, TOWNSHIP 48 NORTH, RANGE 12 WEST, BOONE COUNTY, MISSOURI

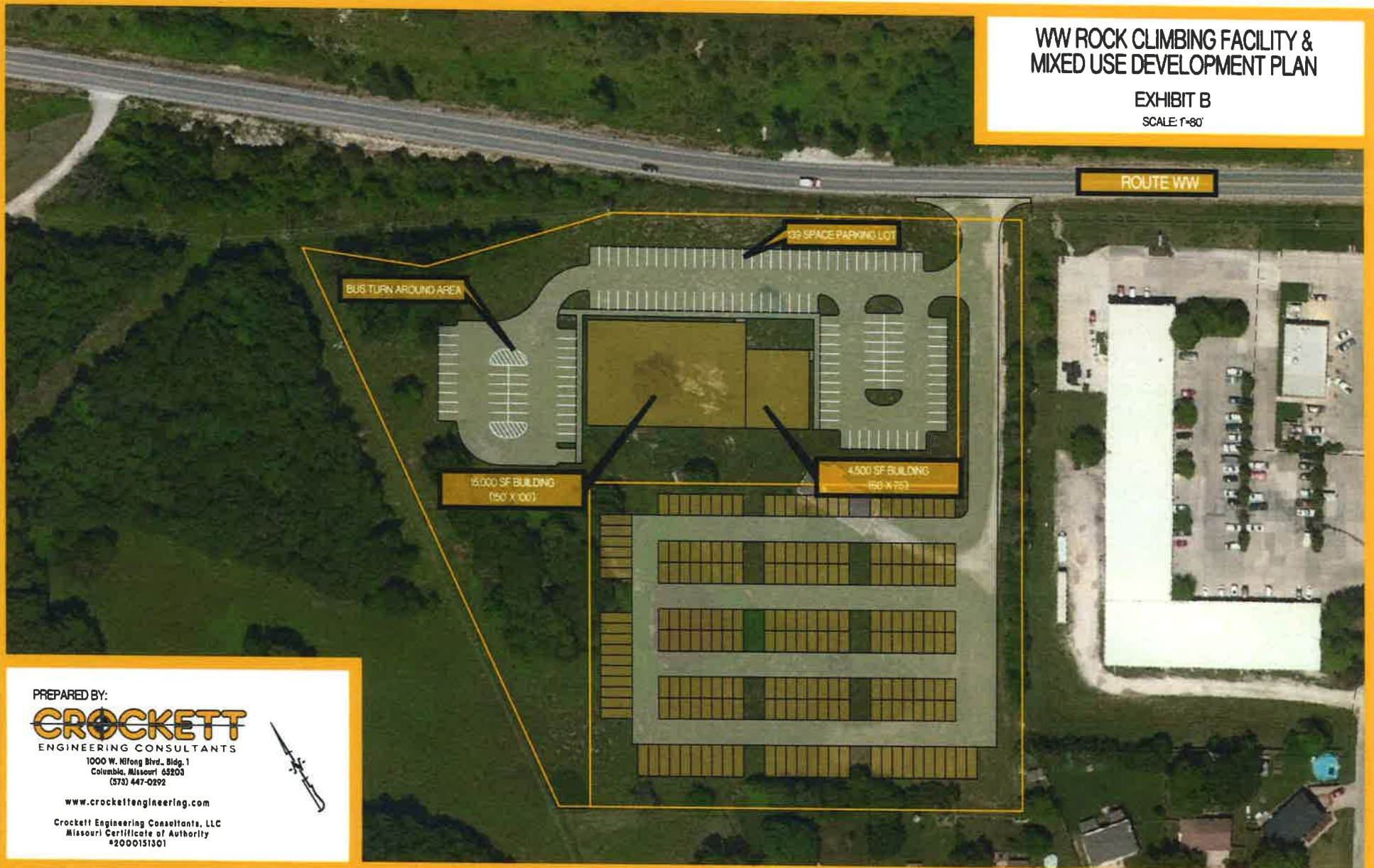
**Exhibit B**

Mixed-Use Development Plan

# WW ROCK CLIMBING FACILITY & MIXED USE DEVELOPMENT PLAN

EXHIBIT B

SCALE: 1"=80'



PREPARED BY:

**CROCKETT**  
ENGINEERING CONSULTANTS

1000 W. Nifong Blvd., Bldg. 1  
Columbia, Missouri 65203  
(573) 447-0292

[www.crockettengineering.com](http://www.crockettengineering.com)

Crockett Engineering Consultants, LLC  
Missouri Certificate of Authority  
#2000151301



**Exhibit C**

Grindstone Creek Watershed  
Connection Agreement

Source

**TO:** City Council

**FROM:** City Manager & Staff *J. Beck*

**DATE:** January 12, 2005

**RE:** Grindstone Watershed Cooperation Agreement with Boone County Regional Sewer District (BCRSD)

**Summary:**

This agreement provides for a framework and schedule to eliminate sewer effluent into the Grindstone Creek through interconnection with the City sewer system, allows interconnection of Lake of the Woods and Highfield Acres treatment facilities owned by BCRSD, and consolidates sewer treatment in the North Grindstone Basin north of I-70 into an existing BCRSD facility at Shaw until such time as funds are available to interconnect it to the city's system. Costs of required sewer extensions are shared by the city and BCRSD based on the number of probable future customers of the city and BCRSD at total buildout. All new development with one exception (The Woodlands), is subject to annexation or pre-annexation agreements. All existing BCRSD customers are exempt from annexation requirements to interconnect.

Fiscal Impact

YES

NO

Other Info.

**Discussion:**

Staff has been in negotiations with the BCRSD since voter approval of our respective bond issues in November of 2003, to eliminate the El Chaparral wastewater facility owned by BCRSD. This facility represents the largest discharge on the Grindstone and its removal was itemized on both the city and BCRSD bond issues. The BCRSD bond issue also included funds for upgrading its facilities at Sunrise Estates which is above El Chaparral. With the proposed Sapp development providing a need to extend the city's trunk sewer about 13,000 feet towards Sunrise Estates, BCRSD suggested shifting its funds from treatment facility improvements to building trunk sewers in order to eliminate discharges. It is estimated elimination of the treatment facilities listed in this agreement would remove over 400,000 gallons per day of sewer effluent being discharged into the Grindstone

Following is a summary of the proposed agreement's provisions:

1. Provides for jointly constructing a trunk sewer from the confluence of the North and South Grindstone to the Otscon treatment plant on Richmond Road, a length of about 5 miles. The line would be built over a period of about 9 years at a total cost of about \$6,550,000 in 2005 dollars. The city would pay approximately \$4,335,000 with BCRSD paying an estimated \$2,215,000. In addition, BCRSD would be responsible for the cost of actual plant interconnection and closing expenses.

2. Agrees that the City and BCRSD should oppose any new treatment discharges into the Grindstone;

3. Resolves interconnection and closure of the BCRSD Lake of the Woods treatment facility through a one time payment of \$400 per unit (\$59,600 in total), thereby eliminating one more Grindstone discharge. A similar one time payment would be made in the future for Hatfield acres when the trunk sewer is extended further.

4. Provides that all new development will annex or sign pre-annexation agreements except the last areas of the Woodlands which is in the process of being platted.

5. Provides a mechanism for transferring BCRSD customers within the city limits to the City when BCRSD customer growth reaches certain thresholds. A transfer mechanism is built into some of our Water District Territorial agreements but has never been in any BCRSD agreement.

6. Treatment costs for interconnected customers are covered under the same formula as other BCRSD interconnection agreements.

7. Agrees that north of I-70, treatment should be consolidated at the existing BCRSD facility at Shaw and provides a basis for elimination of that facility with future trunk sewer extensions.

**Requested Council Action:**

Staff recommends approval of this agreement contingent upon approval of the Sapp annexation. Should the request be blocked or not approved, a more limited agreement encompassing only the sewer extension to remove the El Chaparral treatment facility as committed to in the last bond issue, should be negotiated.



## Boone County Regional Sewer District

---

1314 North 7<sup>th</sup> Street  
Columbia, Missouri 65201-3902  
(573) 443-2774 Fax (573) 499-0489

January 6, 2005

Bill Watkins  
Assistant City Manager  
City of Columbia  
POB 6015  
Columbia, MO 65205-6015

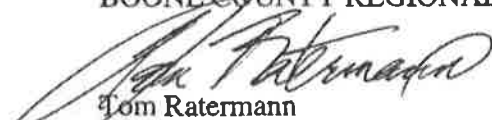
RE: El Chaparral Connection Agreement

Dear Bill:

Enclosed are two originals of the "Grindstone Creek Watershed Cooperative Agreement." Please process this agreement through the City Council and return one signed original to me.

Thank you for your cooperation in this matter. If you have any questions, please call me at 443-2765.

Sincerely,  
BOONE COUNTY REGIONAL SEWER DISTRICT

  
Tom Ratermann  
General Manager

C: Board of Trustees  
Lowell Patterson  
Stan Shawver  
File

Introduced by \_\_\_\_\_

First Reading \_\_\_\_\_ Second Reading \_\_\_\_\_

Ordinance No. \_\_\_\_\_ Council Bill No. B 29-05

AN ORDINANCE

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

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

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

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


PASSED this \_\_\_\_\_ day of \_\_\_\_\_, 2005.

ATTEST:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Mayor and Presiding Officer

APPROVED AS TO FORM:

  
\_\_\_\_\_  
City Counselor



**GRINDSTONE CREEK WATERSHED  
COOPERATIVE AGREEMENT**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CITY OF COLUMBIA, MISSOURI

\_\_\_\_\_  
Raymond A. Beck, City Manager

ATTEST:

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

APPROVED AS TO FORM:


\_\_\_\_\_  
Fred Boeckmann, City Counselor

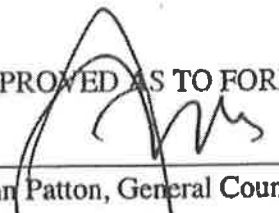
BOONE COUNTY REGIONAL  
SEWER DISTRICT

By: Richard L. Bock  
Richard Bock, Chairman,  
Board of Trustees

ATTEST:



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

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

**CERTIFICATION:**  
I hereby certify that the expenditure of funds by the City for its share of the cost of the construction of the sewer trunk line extension along the South Fork of Grindstone Creek, reasonably estimated at \$ \_\_\_\_\_, is within the purpose of the appropriation to which it is charged, Account No. \_\_\_\_\_, and that there is an unencumbered balance to the credit of such appropriation sufficient to pay therefore.

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

Source

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

**Summary:**

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

**Discussion:**

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

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

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

**Suggested Council Action:**

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

Fiscal Impact

YES

NO

Other Info.

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

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

018430  
Permanent Record  
Filed in Clerk's Office

Introduced by Hindman  
First Reading 1-18-05 Second Reading 2-7-05  
Third Reading 3-7-05  
Ordinance No. 018430 Council Bill No. B 29-05

AN ORDINANCE

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


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

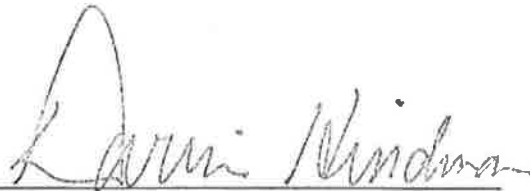
SECTION 1. The City Manager is hereby authorized to execute an agreement with Boone County Regional Sewer District relating to sewer construction in the Grindstone Creek Watershed. The form and content of the agreement shall be substantially as set forth in "Attachment A" attached hereto and made a part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

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


PASSED this 7th day of march, 2005.

ATTEST:

  
City Clerk

  
Mayor and Presiding Officer

APPROVED AS TO FORM:

  
City Counselor

**GRINDSTONE CREEK WATERSHED  
COOPERATIVE AGREEMENT**

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

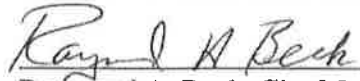
property or develop to City standards in order to receive sewer service from the District.

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

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

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


CITY OF COLUMBIA, MISSOURI

  
Raymond A. Beck, City Manager


ATTEST:

  
Sheela Amin, City Clerk

APPROVED AS TO FORM:

  
Fred Boeckmann, City Counselor

BOONE COUNTY REGIONAL  
SEWER DISTRICT

By:   
Richard Bock, Chairman,  
Board of Trustees

ATTEST:

*Lesley Oswald*

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

APPROVED AS TO FORM:

*John Patton*

\_\_\_\_\_  
John Patton, General Counsel

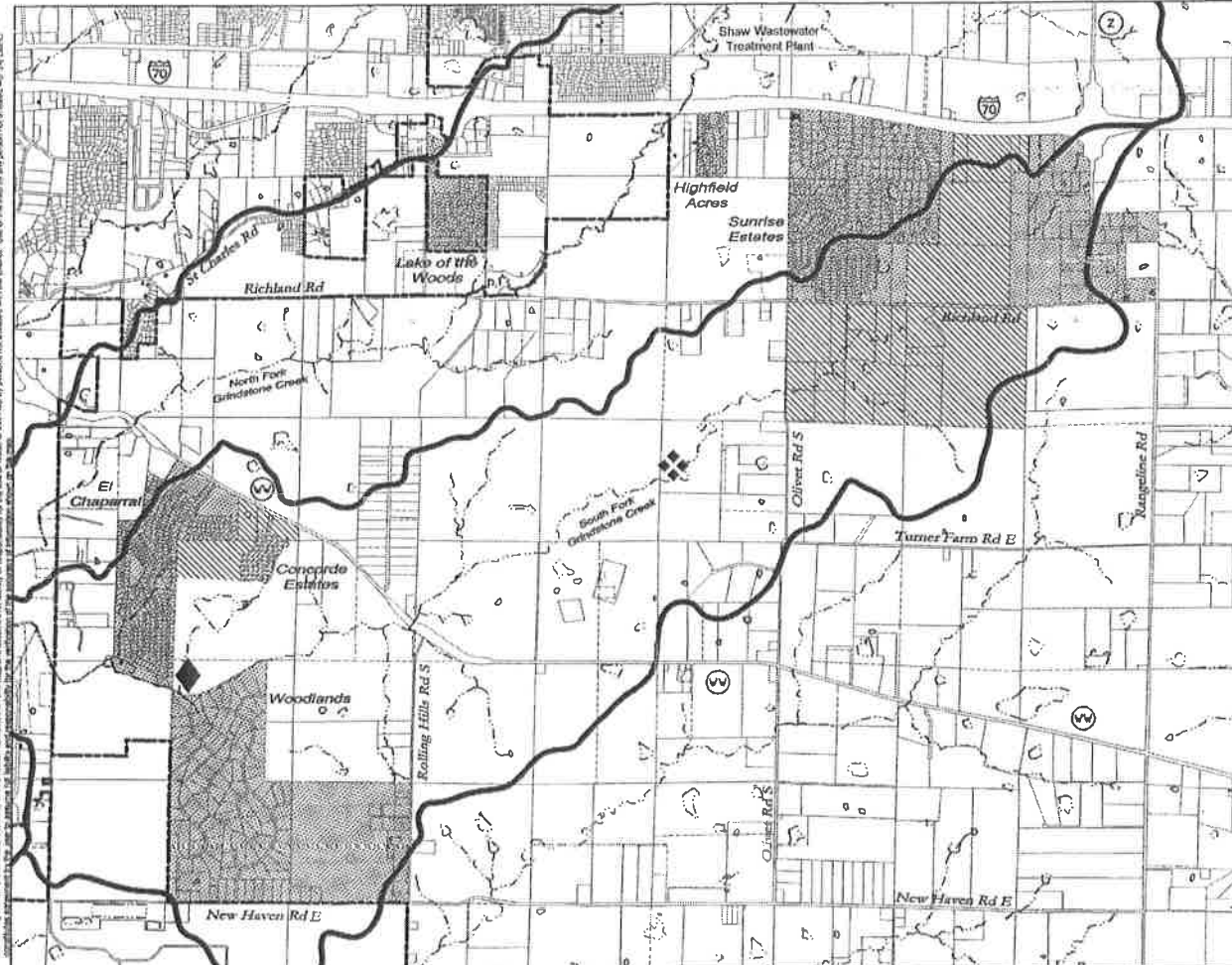
CERTIFICATION:

I hereby certify that the expenditure of funds by the City for its share of the cost of the construction of the sewer trunk line extension along the South Fork of Grindstone Creek, reasonably estimated at \$ 342,500, is within the purpose of the appropriation to which it is charged, Account No. 555-0381-101.49-90 C 43167, and that there is an unencumbered balance to the credit of such appropriation sufficient to pay therefore.

*Lori B. Fleming*

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

THIS MAP WAS PREPARED BY INTEGRATED MAPPING SOLUTIONS, LLC. THE INFORMATION CONTAINED HEREIN IS FOR INFORMATIONAL PURPOSES ONLY AND DOES NOT CONSTITUTE AN OFFER OF ANY FINANCIAL PRODUCT OR SERVICE. THE INFORMATION CONTAINED HEREIN IS NOT INTENDED TO BE USED AS A BASIS FOR ANY INVESTMENT DECISION. INTEGRATED MAPPING SOLUTIONS, LLC. IS NOT RESPONSIBLE FOR ANY INVESTMENT DECISIONS MADE BY ANY INVESTOR. THE INFORMATION CONTAINED HEREIN IS NOT INTENDED TO BE USED AS A BASIS FOR ANY INVESTMENT DECISION. INTEGRATED MAPPING SOLUTIONS, LLC. IS NOT RESPONSIBLE FOR ANY INVESTMENT DECISIONS MADE BY ANY INVESTOR.



**Boone County Regional Sewer District**  
 1314 North Seventh St  
 Columbia Mo 65201  
 7329-05

**LEGEND**

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

Exhibit A  
 Sheet 1 of 1  
 Grindstone Creek  
 Connection Agreement

Scale: 1" = 2000'  
 Date: 09/29/04

By: Integrated Mapping Solutions, LLC



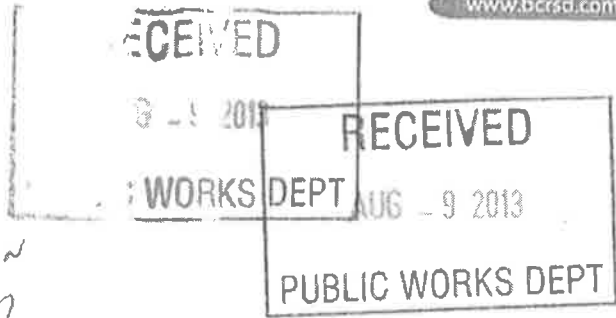
**BCRSD**

Boone County Regional Sewer District

Clean water for your future

1314 North 7th Street  
Columbia, MO 65201  
p: 573-443-2774  
f: 573-499-0489

www.bcrsd.com



August 7, 2013

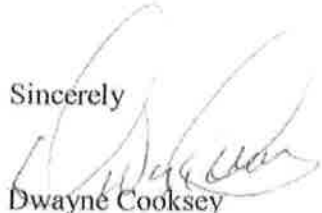
City of Columbia  
John Glascock, Public Works Director  
701 East Broadway  
POB 6015  
Columbia, MO. 65205

RE: Connection Agreement in the Grindstone Creek Watershed

Dear Mr. Glascock,

The Sewer District has recently met with a developer that will be building fourteen single family residences in the Concorde Estates subdivision. The lots are 23,24,25,26,27,28,29, 39, 40, 41,42,43,44 and 45 located on Berkley Drive. In reference to the connection agreement including an exhibit to the connection agreement and based on a conversation Tom Ratermann had with Dave Sorrell on 8/2/13, it is the District's understanding that the lots in question are to be Sewer District customers and the connection fees will be paid to the Sewer District. If your understanding of the agreement is different, please let us know at your earliest convenience.

Sincerely

  
Dwayne Cooksey  
Operations Manager

C: Tom Ratermann, General Manager  
Dave Sorrell, Sewer Utility Manager

**Exhibit D**

Permitted Uses

Indoor Recreation or Entertainment

Outdoor Recreation or Entertainment

Restaurant

Bar or Nightclub

Self-Service Storage Facility