

020454 Filed in Clerk's Office Permanent Record

Introduced by Hindman

First Reading 10-5-09

Second Reading 10-19-09

Ordinance No. 020454

Council Bill No. B 305-09

**AN ORDINANCE**

authorizing the City Manager to execute an amendment to the agreement with the Boone County Regional Sewer District for construction of the Sunrise Estates Pump Station Interceptor and the North Grindstone Outfall Sewer Phase 1 Projects; 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 amendment to the agreement with the Boone County Regional Sewer District for construction of the Sunrise Estates Pump Station Interceptor and the North Grindstone Outfall Sewer Phase 1 Projects. The form and content of the agreement shall be substantially as set forth in "Exhibit 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 October, 2008.

ATTEST:

[Signature]  
City Clerk

[Signature]  
Mayor and Presiding Officer

APPROVED AS TO FORM:

[Signature]  
City Counselor

## AMENDMENT TO SUNRISE ESTATES PUMP STATION CONNECTION AGREEMENT

On this 20<sup>th</sup> day of October, 2009, 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") hereby amend their agreement of September 16, 2008 (hereinafter the Sunrise Estates Pump Station Connection Agreement) as follows:

1. The following section 4 is substituted for section 4 of the original September 16, 2008, Sunrise Estates Pump Station Connection Agreement:
  4. District shall bid the project pursuant to established District policy. District, however, shall not bid the project until said project has been approved and authorized for District participation by the Missouri Department of Natural Resources for American Recovery and Reinvestment Act (ARRA) of 2009 purposes. City and District shall share the cost of constructing the interceptor sewer, as follows: District shall pay the cost of constructing the interceptor sewer from the existing City manhole at Station 0 + 00.00, as shown on the construction plans, to manhole A14, located at Station 45 + 68.97 of said plans. City shall reimburse the District 50% of the District's total cost of constructing the interceptor sewer from the existing City manhole at Station 0 + 00.00 to manhole A14, located at Station 45 + 68.97 of said plans. Said City reimbursement to the District shall be due within 30 days of invoice by the District. District shall invoice City upon completion of construction.

Subject to the ownership conveyance provision set forth in the following paragraph, the interceptor sewer from the existing City manhole at Station 0 + 00.00, as shown on the construction plans, to manhole A14, located at Station 45 + 68.97 of said plans, shall be owned by the District but shall be maintained by the City and shall be under the City's control. The City shall maintain and operate the interceptor sewer at its sole expense in accordance with its established policies, subject to the terms and conditions of this agreement. City shall impose no connection fees upon District customers connecting to this interceptor sewer.

As consideration for the City reimbursing the District 50% of the District's total cost of constructing the interceptor sewer from the existing City manhole at Station 0 + 00.00, as shown on the construction plans, to manhole A14, located at Station 45 + 68.97 of said plans, the District shall, on January 1, 2031, by appropriate legal instrument, convey ownership of the interceptor sewer, from Station 0 + 00.00 to Station 45 + 68.97, to the City.

District shall also pay the cost of constructing the interceptor sewer from manhole A14 to manhole A27, located at Station 80 + 19.27 of the construction plans. The

interceptor sewer from Station 0 + 00.00 to Station 80 + 19.27 shall be owned by the District but shall be maintained by the City and shall be under the City's control. The City shall maintain and operate this interceptor sewer at its cost in accordance with established policies, subject to the terms and conditions of this agreement. The District at its cost shall connect the interceptor sewer to the wastewater collection system for Sunrise Estates Subdivision and eliminate the above described lift station currently serving Sunrise Estates. City shall impose no connection fees upon District customers connecting to this interceptor sewer.

2. All other provisions of the original September 16, 2008, Sunrise Estates Pump Station Connection Agreement shall remain in effect.

IN WITNESS WHEREOF, the Parties have caused this amendment to be executed by their duly authorized agents on the day and year first above written.

CITY OF COLUMBIA, MISSOURI

BY:   
H. William Watkins, City Manager


ATTEST

  
Sheela Amin, City Clerk

APPROVED AS TO FORM:

  
Fred Boeckmann, City Counselor

BOONE COUNTY REGIONAL SEWER DISTRICT

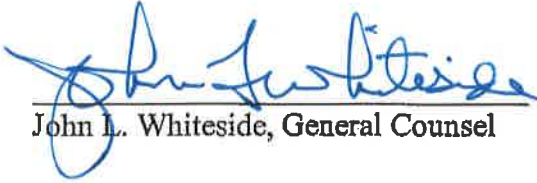
BY:   
Randall Chann, Chair

ATTEST:



Lesley Oswald, Assistant Secretary

APPROVED AS TO FORM:



John L. Whiteside, General Counsel

020018  
Permanent Record  
Filed in Clerk's Office

Introduced by Janku

First Reading 8-4-08

Second Reading 8-18-08

Ordinance No. 020018

Council Bill No. B 233-08

**AN ORDINANCE**

authorizing the City Manager to execute an interconnection agreement with Boone County Regional Sewer District for property located in Sunrise Estates Subdivision; and fixing the time when this ordinance shall become effective.

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

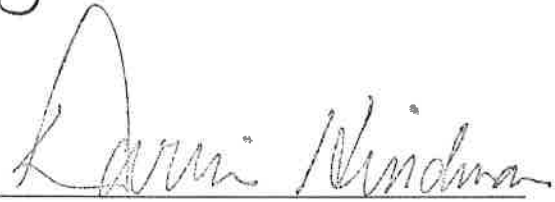
SECTION 1. The City Manager is hereby authorized to execute an interconnection agreement with Boone County Regional Sewer District for property located in Sunrise Estates Subdivision. The form and content of the agreement shall be substantially as set forth in "Attachment A" attached hereto and made 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 18th day of August, 2008.

ATTEST:

  
City Clerk

  
Mayor and Presiding Officer

APPROVED AS TO FORM:

  
City Counselor

## AGREEMENT

This agreement is entered into this 16<sup>TH</sup> day of SEPTEMBER, 2008, 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 the Sunrise Estates Subdivision, including a lift station located in an Easement for Sewer Purposes recorded in Book 847, at Page 111, Records of Boone County, Missouri; and

WHEREAS, City operates a regional wastewater treatment plant which is capable of providing wastewater treatment services for the portion of the Sunrise Estates Subdivision served by said lift station; and

WHEREAS, it is feasible to construct a sewer connecting the portion of Sunrise Estates Subdivision served by said lift station to the City's sewer collection system; and

WHEREAS, the sewer connection will allow for the elimination of the lift station serving a portion of Sunrise Estates Subdivision; and

The parties agree as follows:

1. The following definitions apply to this agreement:

District's "Service Area" means that area shown on the attached Exhibit A as existing BCRSD (District) customers and new BCRSD (District) customers.

"Connecting sewer" means the sewer to be constructed pursuant to this agreement connecting the District's lift station to the City's sanitary sewer collection system.

2. The District shall prepare the plans for construction of the connecting sewer. The District shall develop a facility plan and be responsible for obtaining Missouri Department of Natural Resources approval of said facility plan. City shall prepare specifications and bid documents for construction of the connecting sewer in accordance with state revolving fund regulations.
3. The District shall acquire all easements necessary for construction of the connecting sewer.
4. City shall bid the project. City, however, shall not bid the project until said project has been approved and authorized for District participation by the Missouri Department of Natural Resources for state revolving fund purposes. City and District shall share the cost of constructing the connecting sewer, as follows: City shall pay the cost of constructing the connecting sewer from the existing City manhole at Station 0 + 00.00, as shown on the construction plans, to Manhole A14, located at Station 45 + 68.97 of said plans. District shall pay the cost of constructing the

connecting sewer from said Manhole A14 to Manhole A27, located at Station 80 + 19.27 of said plans. This section of the sewer trunk line shall be owned by the 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 established policies subject to the terms and conditions of this agreement. The District at its cost shall connect the sewer trunk line to the wastewater collection system for Sunrise Estates Subdivision and eliminate the above described lift station currently serving Sunrise Estates. City will impose no connection fees upon District customers connecting to this sewer trunk line.

5. District shall pay all costs for engineering and easement acquisition associated with construction of the connecting sewer. City shall provide construction management services and geotechnical engineering services associated with construction of said connecting sewer.
6. District shall maintain all public sewers in its service area in compliance with City sewer standards and plumbing codes. City shall inspect the public sewers within the service area prior to construction of the connecting sewer to determine the existing conditions and to identify any required repairs. District shall correct any deficiencies in the service area collection system prior to connection to the City's sewer system. City shall have the right to periodically inspect the public sewers in the service area for as long as the collection system is connected to the City's sewer system.
7. District agrees to pay City a service fee for each District customer in the service area. This fee 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. The City may change the percentage of service fee but shall notify the District 180 days prior to the beginning of the District's fiscal year of any intent to increase the percentage and shall provide documentation substantiating such changes with its notice of its intent to make such change. Any increase in the percentage of service fee must be based on an increase in the percentage of the 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.
8. 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.
9. District shall furnish City monthly water usage records for its customers in the service area for billing purposes. If a District customer in the 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.
10. District shall promptly notify City when customers in the service area have been connected to the District's collection system. District shall promptly inform City

whenever customer changes occur in the service area.

11. 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) 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 operation, maintenance, and replacement costs as determined by the District's board of trustees each year in its annual budget. City shall pay to District a one time purchase amount for the transfer of customer's equal to 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 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.
12. District shall not connect sewers serving land outside the District's Service Area to sewers within the District's Service Area without the prior written consent of City.
13. City shall not connect sewers to the District's sewers without the prior written consent of the District.
14. 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 the Grindstone Creek Watershed Cooperative Agreement, a copy of which is attached hereto and made a part hereof by reference. If the said 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 the said Grindstone Creek Watershed Cooperative 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.
15. 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 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.

16. This agreement is not intended to confer any rights or remedies on any person other than the parties.
17. 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.
18. The financial obligations of the parties to this agreement are subject to annual appropriations being made available by them to pay said obligations, and City and District hereby agree to make all reasonable efforts to assure that financial obligations are timely paid as they come due.
19. Any amendments to this agreement shall be in writing.
20. 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 pre-treatment ordinances as appropriate. Both parties shall comply with all Department of Natural Resources regulations in performing its obligations under this agreement.


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

CITY OF COLUMBIA, MISSOURI

By:

  
H. William Watkins, City Manager

ATTEST:

  
Sheela Amin

APPROVED AS TO FORM:


  
Fred Boeckmann, City Counselor

BOONE COUNTY REGIONAL SEWER  
DISTRICT

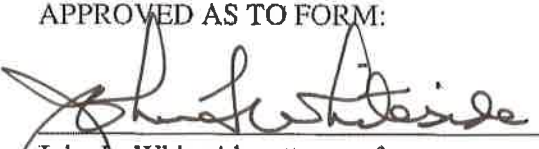
By:

  
Chairman, Board of Trustees

ATTEST:

  
Secretary, Board of Trustees

APPROVED AS TO FORM:

  
John L. Whiteside, attorney for  
Boone County Regional Sewer District

**PROJECT NAME: H-17N (North Grindstone Sewer Extension Phase 1) 100-acre point sev**

EVALUATION COMPONENT		Allowable Points	Points Awarded
<b>A</b>	<b>LOCATION</b>		
1	In City Limits	25	25
2	Contiguous to City Limits	15	
3	Likely to Become Contiguous Within 5 years	5	
4	Unlikely to Become Contiguous Within 5 years	0	
<b>B</b>	<b>FUNDING</b>		
1	Petitioner provides engineering, easement descriptions and easement on their property.	20	20
2	Petitioner contribution to project construction (points awarded based on % funded)	50	25
<b>C</b>	<b>SYSTEM FACTORS</b>		
1	Sewer Line Identified in Sewer Master Plan	10	10
2	System has adequate capacity or capacity improvements are	10	10
3	Project Will Eliminate Existing Pump Station	10	10
<b>D</b>	<b>ENVIRONMENTAL</b>		
1	Sewer line will eliminate failing on-site systems on properties that drain to streams that do not flow through Columbia	5	
2	Sewer line will eliminate failing on-site systems on properties that drain to streams that do flow through Columbia	10	
3	Sewer line will prevent construction of new, expansion of existing or eliminate existing WWTP	25	25
<b>E</b>	<b>INFRASTRUCTURE FACTORS</b>		
1	Major Roadway System is Adequate*	10	10
2	Other Utilities in Place and Adequate*	10	10
3	Recreational Features Planned or in Place*	5	
<b>F</b>	<b>COST RECOVERY FACTORS</b>		
1	Project cost/future connection ratio (If value is one-half or less than the current sewer connection fee then points are awarded)	20	
<b>G</b>	<b>COMPLIANT WITH GROWTH MANAGEMENT PLAN</b>	TBD	
	<b>Total</b>		145.0

Estimated project cost

Watershed (acres)

Estimated sewer connections per acre

Connection fee

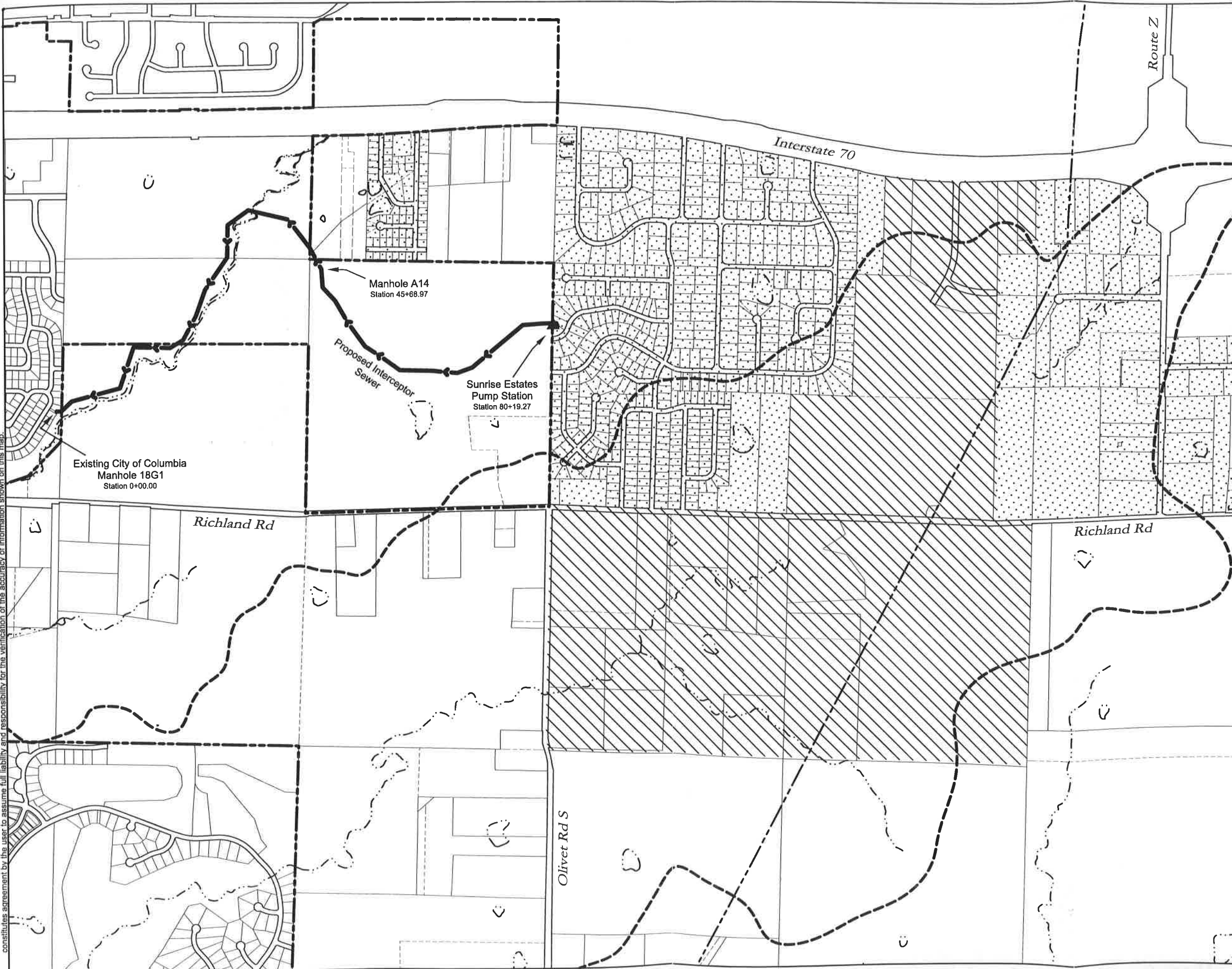
\$620,000
600
2.5
600

F 1 Cost Per Connection

413

Since "Cost per Connection" is greater than half of current connection fee, points are not awarded.

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

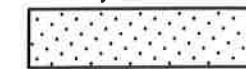


**Boone County Regional Sewer District**

1314 North Seventh St  
Columbia Mo 65201

**LEGEND**

Existing BCRSD Customers -  
No Annexation or Development to  
City Standards



New BCRSD Customers -  
Annex and Develop to City  
Standards



Watershed



City Limits



Right-of-way



Parcel



Lotline



Streams & Lakes



Exhibit A  
Sheet 1 of 1

Supplement 1 to the  
Grindstone Creek  
Connection Agreement

Scale: 1" = 1000'

Date: 06/20/08



# CITY OF COLUMBIA, MISSOURI

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PUBLIC WORKS DEPARTMENT

August 25, 2008

Mr. Tom Ratermann  
Boone County Regional Sewer District  
1314 N. Seventh Street  
Columbia, MO 65201

RE: Columbia, Missouri  
*Interconnection Agreement for Property Located in Sunrise Estates*

Enclosed are three (3) copies of an Interconnection Agreement for Property Located in Sunrise Estates Subdivision. Also attached is City of Columbia's Ordinance 020018 approving execution of this agreement. Please sign all three copies of the agreement and return two (2) copies to my attention.

If you have any questions concerning this agreement, please contact me at 874-7255.

DEPARTMENT OF PUBLIC WORKS

Kim McCulloch  
Management Support Specialist

Enclosures

c: Steve Hunt