

019660 Permanent Record
Filed in Clerk's Office

Introduced by Hindman
First Reading 9-4-07 Second Reading 9-17-07
Ordinance No. 019660 Council Bill No. B 293-07

AN ORDINANCE

authorizing an agreement with the Boone County Regional Sewer District relating to sanitary sewer service for property located in Sugar Tree Hills Subdivision, Spring Park Subdivision and Arrowhead Lake Estates/University Estates Subdivisions; 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 the Boone County Regional Sewer District relating to sanitary sewer service for property located in Sugar Tree Hills Subdivision, Spring Park Subdivision and Arrowhead Lake Estates/University Estates Subdivisions. 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 17th day of September, 2007.

ATTEST:

[Signature]
City Clerk

[Signature]
Mayor and Presiding Officer

APPROVED AS TO FORM:

[Signature]
City Counselor

AGREEMENT

This agreement is entered into this 16th day of OCTOBER, 2007, between the Boone County Regional Sewer District, a common Sewer District organized under Chapter 204, RSMo, ("District") and the City of Columbia, Missouri, a municipal corporation ("City").

WHEREAS, District currently provides sanitary sewer collection and treatment services outside the limits of the City within the district where it is feasible to do so, and

WHEREAS, the District currently owns and maintains waste water treatment facilities in close proximity to City's wastewater collection sewers and City operates a regional waste water treatment plant serving urbanized areas within and without the city limits, and

WHEREAS, Missouri Department of Natural Resources regulations require the elimination of sub-regional waste water treatment facilities when connection to a regional treatment facility is practicable, and

WHEREAS, District and City believe it is necessary and appropriate to plan for orderly future growth and development with respect to the elimination of points of treated waste water discharge and the extension of sewers to accommodate urban population growth, and

WHEREAS, District and City desire to formalize agreement for the provision of sanitary sewer services in certain areas west of the existing City corporate limits.

NOW, THEREFORE, considering the forgoing, and in consideration of the performance of each party of its respective obligations under this agreement, the parties agree to the following:

1. **Scope of Agreement** – This agreement pertains to the provision of waste water collection and treatment services by the City within the unincorporated areas of Boone County outside the city limits of the City of Columbia within the corporate limits of District as shown by Exhibit 1 – Sugar Tree Hills, Exhibit 2 – Spring Park, and Exhibit 3 – Arrowhead Lake Estates (collectively called "the Exhibits"), which Exhibits are attached hereto and incorporated herein by reference. The scope of this agreement is limited to those geographic areas shown in the gridlines on the Exhibits designated as City customers and Sewer District customers.
2. **Connection Standards** – All connections made under this Agreement, regardless of whether they are made under City or District supervision, shall be in compliance with City sewer standards and plumbing codes and all buildings and structures being served by such sewer lines shall meet or exceed City building code standards. City shall inspect and approve of all gravity collection lines and force mains connected to its trunk lines as a condition to connection

and receipt of City waste water treatment services. District shall not connect new sewers to City sewers serving land outside the District's customer service area as shown in the Exhibits without the prior written consent of City. City shall not connect its sewers or provide sewer service outside of City's service area as shown in the Exhibits or outside City limits without City annexation or the prior written consent of the District.

3. **Annexation** - Except those areas designated as Sewer District Customers without requirement to annex and develop to City Standards as shown on the Exhibits, all other new development designated as City of Columbia Customers or District Customers required to annex and develop to City Standards shown in the Exhibits outside the city limits of Columbia, before receiving City 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 by the Exhibits. Property owners in the areas within the scope of this agreement under paragraph 1 above designated on the Exhibits as Sewer District Customers without reference to annexation and development to city standards shall not be required to annex their property in order to receive sewer service from the District.
4. **Sugar Tree Hills (Exhibit 1)** – City shall at its own expense construct and maintain sanitary sewer to the District manhole shown on Exhibit 1 and intercept its flow; provided, however, District shall at its own expense provide all engineering and surveying required for the extension and acquire all temporary and permanent sanitary sewer easements for the extension and assign all such easements to City. District agrees it shall have all engineering, surveying and easement acquisition work completed on or before August 9, 2009; City agrees it shall have all construction work completed necessary to intercept flows from the Sugar Tree Hills Lagoon on or before August 10, 2010. City shall maintain and operate the sewer line at its cost in accordance with its established policies subject to the terms and conditions of this agreement.
5. **Spring Park (Exhibit 2)** – District agrees to design, construct and maintain at its own expense a force main extending from the Spring Park wastewater treatment lagoon to City manhole #9B11 and City agrees to accept all flows to such manhole. 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 force main.
6. **Arrowhead Lake Estates/University Estates (Exhibit 3)** – City agrees to upgrade the capacity of the Cascades Subdivision pump station for its own purposes as well as sufficient to serve existing and future District customers

located in the areas shown by Exhibit 3 served or to be served by District; all capacity upgrade work shall be completed no later than November 15, 2009. Upon City's completion of the capacity upgrades to the Cascades Subdivision pump station, District may at its own expense connect the wastewater collection system currently served by the University Estates wastewater treatment lagoon and Arrowhead Lake wastewater treatment plant to the City's wastewater collection system at existing manholes or manholes constructed by District in the vicinity of Old Plank Road and State Route K and Sinclair Road, respectively, as mutually agreed upon by District and City. District shall not bid any work for these connections until the City has reviewed and approved the plans and specifications for such work. District shall pay a connection fee to the City of Columbia proportionate to its reasonably calculated usage of the additional capacity at the Cascades pump station for the areas shown to be District customers in Exhibit 3. The connection fee shall be established by the City of Columbia for the general areas connecting to and to be served by the Cascades Pump Station and the connection fee charged to the Sewer District shall be computed in the same manner as the connection fee charged by City to others connecting to the Cascades Pump Station proportionate to District usage of such additional capacity. This one time connection fee shall be paid in five 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 University Estates lagoon and the Arrowhead Lake Estates wastewater treatment plant, and each subsequent installment being due on the anniversary date of the first installment.

7. **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.
8. **Treatment Fees** - District agrees to pay City a service fee for each District customer in the areas shown in the Exhibits to be District customers 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 a City customer 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 under this Agreement as calculated by City on the basis of the water records

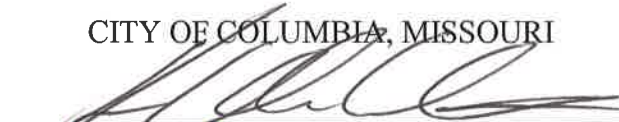
provided by District. District shall furnish City monthly water usage records for its customers served by this Agreement for billing purposes. If a District customer served under this Agreement occupies a unit which was unoccupied during the preceding month, City will calculate the water usage for billing 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 under this Agreement have been connected to the District's collection system. District shall promptly inform City of customer changes.

9. **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.
10. **Term and Termination** - The initial term of this Agreement shall be twenty (20) years beginning on the date first shown in this Agreement; 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.
11. **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.
12. **Third parties** - This agreement is not intended to confer any rights or remedies on any person other than the parties.
13. **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.

14. **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


H. William H. Watkins, City Manager

ATTEST:


Sheela Amin, City Clerk


APPROVED AS TO FORM:


Fred Boeckmann, City Counselor

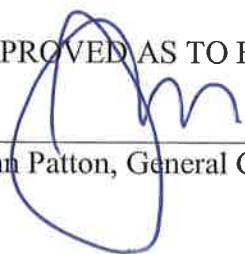
BOONE COUNTY
REGIONAL
SEWER DISTRICT

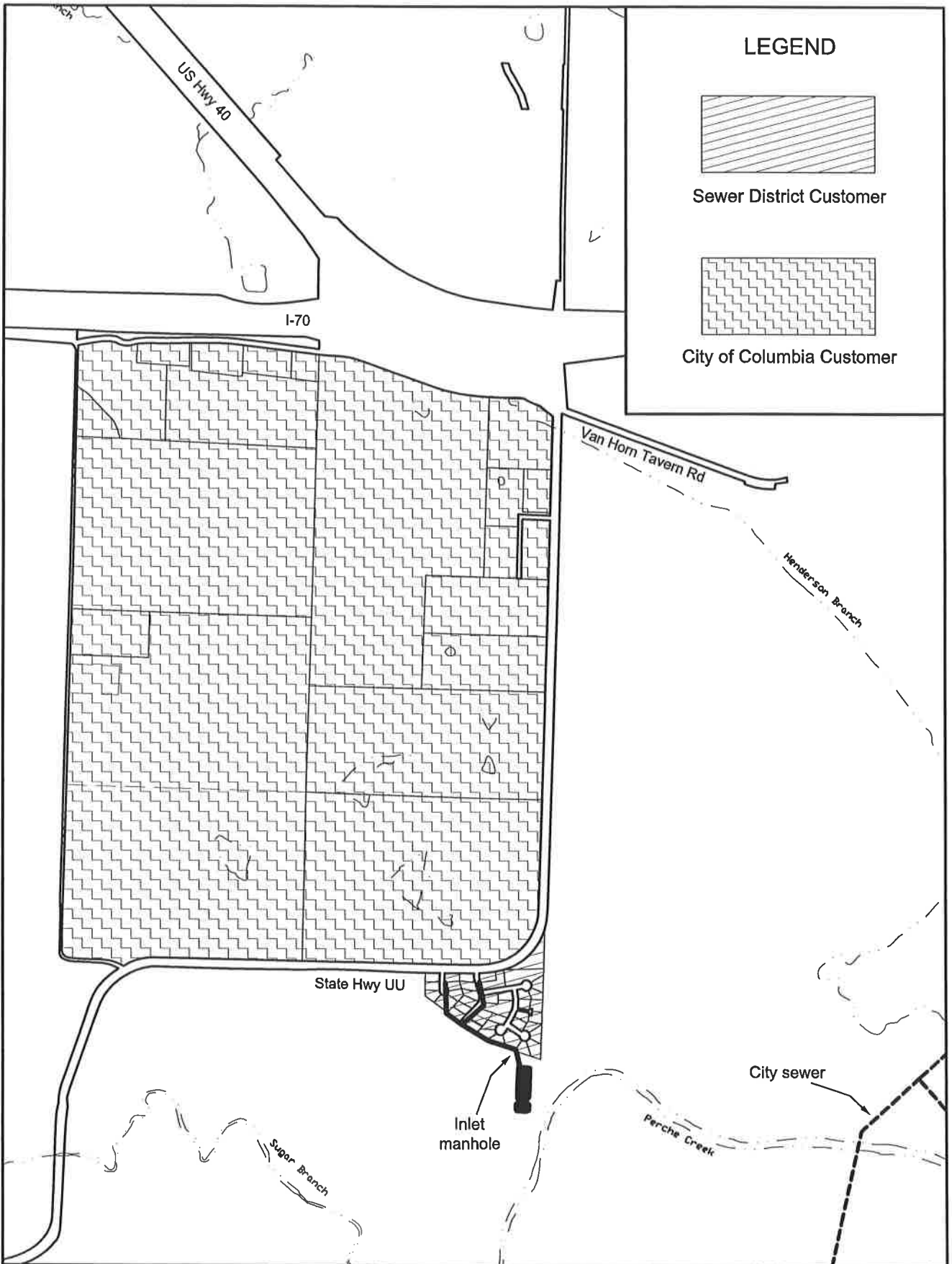
By: 
Richard Bock, Chairman,
Board of Trustees

ATTEST:


Lesley Oswald
Assistant Secretary, Board of Trustees

APPROVED AS TO FORM:


John Patton, General Counsel



Proposed West Planning Area Agreements v1-07.dwg

**Boone County Regional
Sewer District**

**Exhibit 1
Sugar Tree Hills**

Date: 07-20-07
Scale: 1" = 1000'



LEGEND



Sewer District Customer



**Sewer District Customer -
Annex to City & Develop
to City Standards**

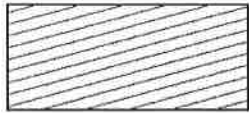
Proposed Vest Planning Area Agreements vj-06-09

**Boone County Regional
Sewer District**

**Exhibit 2
Spring Park**

Date: 05-08-07
Scale: 1" = 600'

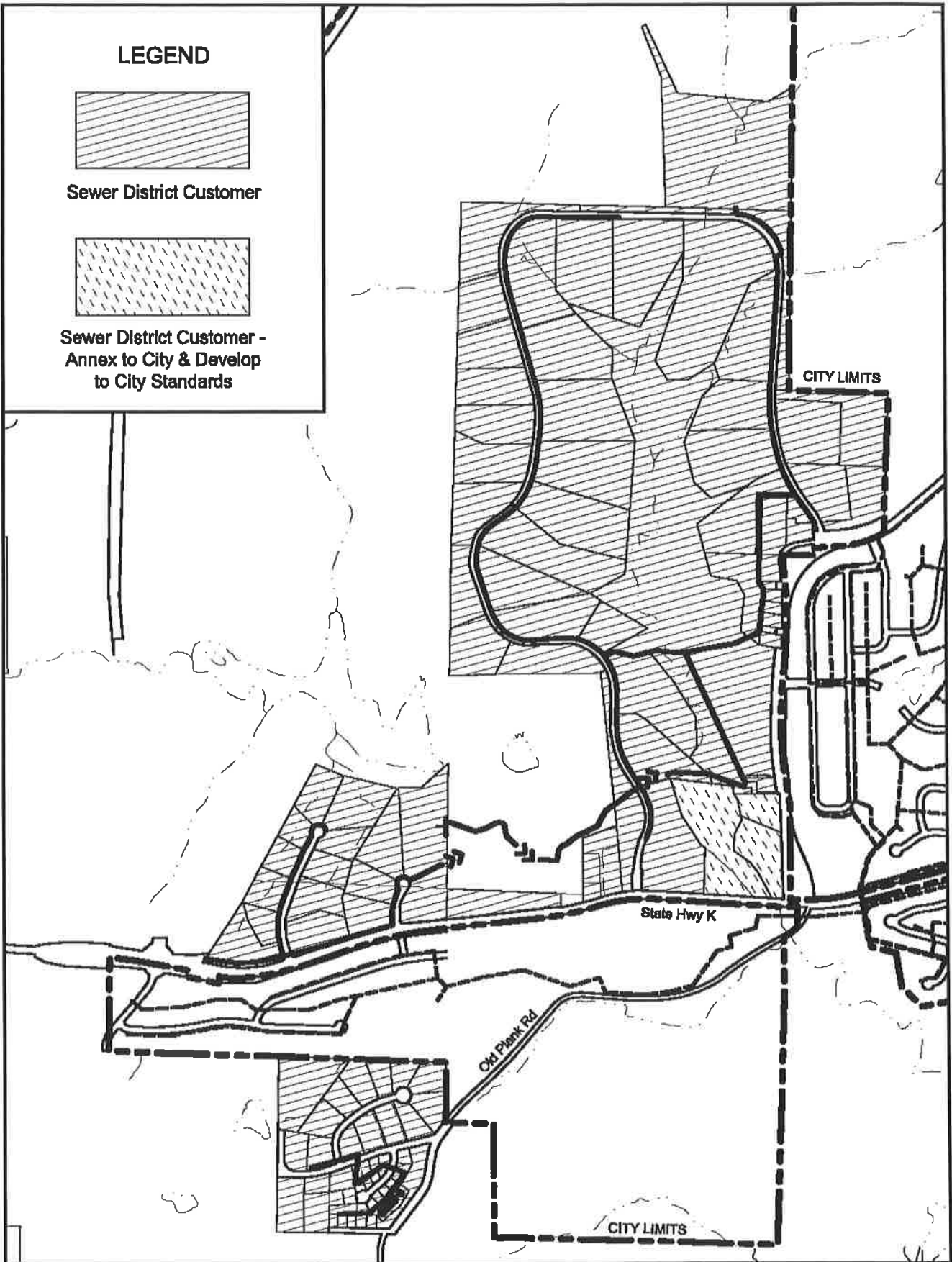
LEGEND



Sewer District Customer



**Sewer District Customer -
Annex to City & Develop
to City Standards**



Proposed Vest Planning Area Agreements v1-06-09

**Boone County Regional
Sewer District**

**Exhibit 3
Arrowhead Lake Estates /
University Estates**

Date: 05-08-07
Scale: 1" = 1000'