

City of Columbia

701 East Broadway, Columbia, Missouri 65201



Agenda Item Number: B 23-15

Department Source: Community Development - Planning

To: City Council

From: City Manager & Staff

Council Meeting Date: 1/20/2015

Re: Schofield-Collier annexation agreement - 706 S. Olivet Road (Case #15-41)

Documents Included With This Agenda Item

Council memo, Resolution/Ordinance, Exhibits to Resolution/Ordinance

Supporting documentation includes: Maps, Grindstone Watershed Cooperative Agreement, Annexation Petitions

Executive Summary

Approval of this annexation agreement will authorize the owners/contract purchasers of 706 S. Olivet Road to connect to the City's sanitary sewer system as envisioned by the Grindstone Watershed Cooperative Agreement, approved March 10, 2005.

Discussion

The applicant's have requested Council approval of an annexation agreement that would allow them to connect their existing on-site septic system to the City's Grindstone Creek sanitary sewer force main. The subject site contains approximately 10 acres of land which was bisected by the extension of the force main when it was installed in 2005. The applicant is requesting that A-1 (Agriculture) zoning be applied to the property upon annexation. The requested zoning is consistent with existing Boone County zoning.

As part of the easement acquisition process to install the force main, the applicant's negotiated a sewer lateral connection to serve the property. This lateral was installed by the Boone County Regional Sewer District (BCRSD) as part of the force main construction. At the same time, the City and BCRSD entered into a cooperative agreement establishing terms and conditions for future connections to the force main and customer allocation.

Per the cooperative agreement, the applicant's are required to request annexation (if contiguous) or enter into an annexation agreement prior to connecting the existing on-site system to the City's public main. Additionally, the agreement specifies that the subject site would remain a BCRSD customer upon annexation; however, would be required to install any sewer improvements in accordance with City of Columbia specifications.

The attached annexation agreement has been prepared to comply with the terms of the cooperative agreement. The agreement also includes provisions that require all zoning, platting, and building permits (except for sanitary sewer construction) to comply with Boone County standards until such time as the property is annexed into the City.

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Furthermore, the agreement specifically affords the City the right to delay the annexation of the subject site until such time that its access (currently a private driveway) and adjacent property fronting along S. Olivet Road are annexed into the City. This provision is included to ensure orderly annexation occurs so that provision of municipal services such as trash and public safety can be provided from property fully inside the City's municipal boundaries.

Locator maps, the Grindstone Watershed Cooperative Agreement, a copy of the annexation agreement, and the signed annexation petitions are attached.

Fiscal Impact

Short-Term Impact: None. The improvements to allow for connection were previously installed. All future costs associated with using the existing sewer lateral will be at the expense of the applicant.

Long-Term Impact: Minimal. The applicant will be responsible for all maintenance of on-site improvements. The applicant's will pay an increased sewer fee to the Boone County Regional Sewer District for services - a portion of this fee is remitted to the City for treatment of effluent. Upon annexation, costs will be incurred for trash and public safety services; however, such costs will be offset by increased taxes and user fees.

Vision, Strategic & Comprehensive Plan Impact

Vision Impact: Development

Strategic Plan Impact: Growth Management

Comprehensive Plan Impact: Land Use & Growth Management, Environmental Management

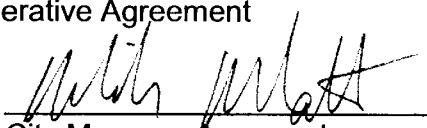
Suggested Council Action

Approval of the annexation agreement and authorization for the City Manager to execute it.

Legislative History

3/10/05 (Ord. 18430) - Grindstone Watershed Cooperative Agreement


Department Approved


City Manager Approved

Introduced by _____

First Reading _____

Second Reading _____

Ordinance No. _____

Council Bill No. B 23-15

AN ORDINANCE

authorizing the City Manager to execute an annexation agreement with Matt and Dana Schofield and Phillip M. and Lynette T. Collier; directing the City Clerk to have the agreement recorded; and fixing the time when this ordinance shall become effective.

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

SECTION 1. The City Manager is hereby authorized to execute an annexation agreement with Matt and Dana Schofield and Phillip M. and Lynette T. Collier for property located at 706 S. Olivet Road. The form and content of the agreement shall be substantially as set forth in "Exhibit A" attached hereto.

SECTION 2. The City Clerk is authorized and directed to have the annexation agreement recorded in the office of the Boone County Recorder of Deeds.

SECTION 3. This ordinance shall be in full force and effect from and after its passage.

PASSED this _____ day of _____, 2015.

ATTEST:

City Clerk

Mayor and Presiding Officer

APPROVED AS TO FORM:

City Counselor

ANNEXATION AGREEMENT

This agreement entered into this _____ day of _____, 2015, between the City of Columbia, Missouri, a municipal corporation (hereinafter "City") and Matt and Dana Schofield, husband and wife (hereinafter "Owners") and Phillip M. and Lynette T. Collier, husband and wife (hereinafter "Contract Purchasers").

The parties agree as follows:

1. Owners represent that they are the sole owners of the following real estate located in Boone County, Missouri:

A tract of land in the Northwest Quarter (NW1/4) of Section Thirteen (13), Township forty-eight (48), Range Twelve (12), Being tract two (2) of survey recorded in Book 713, Page 725, Boone County Records. Deed in Book 2505, Page 88.

(hereinafter "Olivet Road Property"). Phillip M. and Lynette T. Collier have entered into a contract to purchase Olivet Road Property.

2. City shall allow Owners or Contract Purchasers to connect sanitary sewer lines serving Olivet Road Property to the City's sanitary sewer system. Owners or Contract Purchasers shall make this connection at their expense. Owners or Contract Purchasers shall obtain all necessary permits for the sewer connection and pay all fees required to connect to the City's sewer system. Owners or Contract Purchasers shall become a sewer customer of the Boone County Regional Sewer District.

3. All sewer lines and appurtenances serving Olivet Road Property shall be located within standard sewer easements dedicated to the public use and constructed in compliance with City regulations and standards. Construction of the sewer lines and appurtenances shall be inspected by the City as though the property were within the City limits and shall be subject to City approval. The sewer lines and appurtenances shall be deeded to the Boone County Regional Sewer District after they have been constructed and pass City inspection.

4. Sewer lines serving property other than Olivet Road Property shall not be connected to the sewer lines serving Olivet Road Property without the City's consent.

5. Development and construction on Olivet Road Property shall conform to all Boone County ordinances and standards for the duration the property remains outside the city limits. Once annexed into the City, development and construction on Olivet Road Property shall conform to all City of Columbia standards, provided that the phase of development in process at the time of annexation may be completed under Boone County requirements and inspections. Public sidewalks shall be required on all streets as required by Section 25-48.1 of the City Subdivision Regulations (Chapter 25, City Code). All sanitary sewers, storm sewers, streets and sidewalks shall be forever dedicated to the public use. Owners or Contract Purchasers shall construct and maintain appropriate landscaping (Section 29-25), lighting (Section 29-30.1), and designate appropriate tree preservation areas (12A-48A), as required by the City Code as though the property were within the City limits.

6. So long as the Olivet Road Property remains outside the City limits, preliminary and final plats of the subdivision of Olivet Road Property must be prepared in accordance with applicable Boone County ordinances. There shall be no requirement that the City Council approve the plats prior to any action taken on the plats by the Boone County Commission.

7. If any conflict exists between a County regulation and a City regulation, Owners or Contract Purchasers, to the extent required by law, shall follow the County regulation. Owners and Contract Purchasers acknowledge that no conflict is involved 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.

8. The City address numbering plan shall be complied with in connection with the development of Olivet Road Property.

9. To the extent allowed by law, City may, but shall not be obligated to, annex Olivet Road Property into the City, without further action of the Owners or Contract Purchasers, after Olivet Road Property becomes contiguous to the corporate limits of the City. The City in its sole discretion may, but shall not be required to, delay annexation of the Olivet Road Property until such time the Olivet Road Property is contiguous to the City by property having frontage on South Olivet Road including the private driveway/roadway access that serve the Olivet Road Property, or until any other such time the City reasonably and solely determines to be appropriate to annex the Olivet Road Property.

10. Owners and Contract Purchasers irrevocably appoint the City Manager of Columbia, Missouri, as its attorney-in-fact for the sole purpose of presenting a verified petition requesting annexation of Olivet Road Property to the City Council of Columbia, Missouri. The City Manager may exercise this power of attorney at any time after Olivet

Road Property becomes contiguous to the corporate limits of the City.

11. If requested by the City Manager, Owners or Contract Purchasers shall, within such time as specified by the City Manager, submit a verified petition requesting annexation of Olivet Road Property to the Director of Community Development for presentation to the City Council of Columbia, Missouri. The City Manager may request Owners or Contract Purchasers to present an annexation petition at any time after Olivet Road Property becomes contiguous to the corporate limits of the City. The provisions of this paragraph shall be enforceable by specific performance.

12. The petition for annexation may request that Olivet Road Property be placed in zoning district A-1 (Agricultural District) upon annexation. If the proposed ordinance annexing Olivet Road Property does not place Olivet Road Property in zoning District A-1, Owners or Contract Purchasers may withdraw the petition for annexation. Such withdrawal shall not affect the parties' obligations under this agreement, including City's obligation to provide wastewater treatment service.

13. Owners and Contract Purchasers agree not to take any action to oppose any annexation initiated by the City which includes Olivet Road Property. Owners and Contract Purchasers 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 Olivet Road Property and the City limits.

14. Owners or Contract Purchasers shall give a copy of this agreement to each person who buys all or a portion of Olivet Road Property.

15. If Owners or Contract Purchasers fail to comply with any of the provisions of this agreement, City may terminate sewer service to Olivet Road Property and disconnect the sewer lines serving Olivet Road Property from the City's sanitary sewer system. City shall give Owners or Contract Purchasers six (6) months prior written notice of its intent to terminate sewer service.

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

17. 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.

18. The City shall record this agreement in the office of the Boone County Recorder of Deeds.

[SIGNATURES ON FOLLOWING PAGES]

OWNERS

By: [Signature]
Matt Schofield

By: [Signature]
Dana Schofield

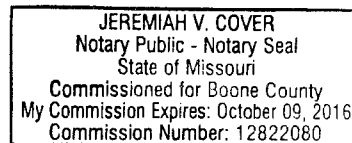
STATE OF MISSOURI)
) ss
COUNTY OF Cole)

On this 7 day of January, 2015, before me, a Notary Public in and for said state, personally appeared Matt and Dana Schofield, husband and wife, known to me to be the persons described in and who executed the above agreement and acknowledged to me that they executed the same as their free act and deed.

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

[Signature]
Notary Public

My commission expires: 10/09/2016.



CONTRACT PURCHASERS

By: Phillip M. Collier
Phillip M. Collier

By: Lynette T. Collier
Lynette T. Collier

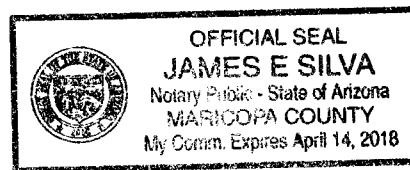
STATE OF ^{Arizona} ~~MISSOURI~~)
COUNTY OF Maricopa) ss

On this 6 day of January, 2015, before me, a Notary Public in and for said state, personally appeared Phillip M. and Lynette T. Collier, husband and wife, known to me to be the persons described in and who executed the above agreement and acknowledged to me that they executed the same as their free act and deed.

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

[Signature]
Notary Public

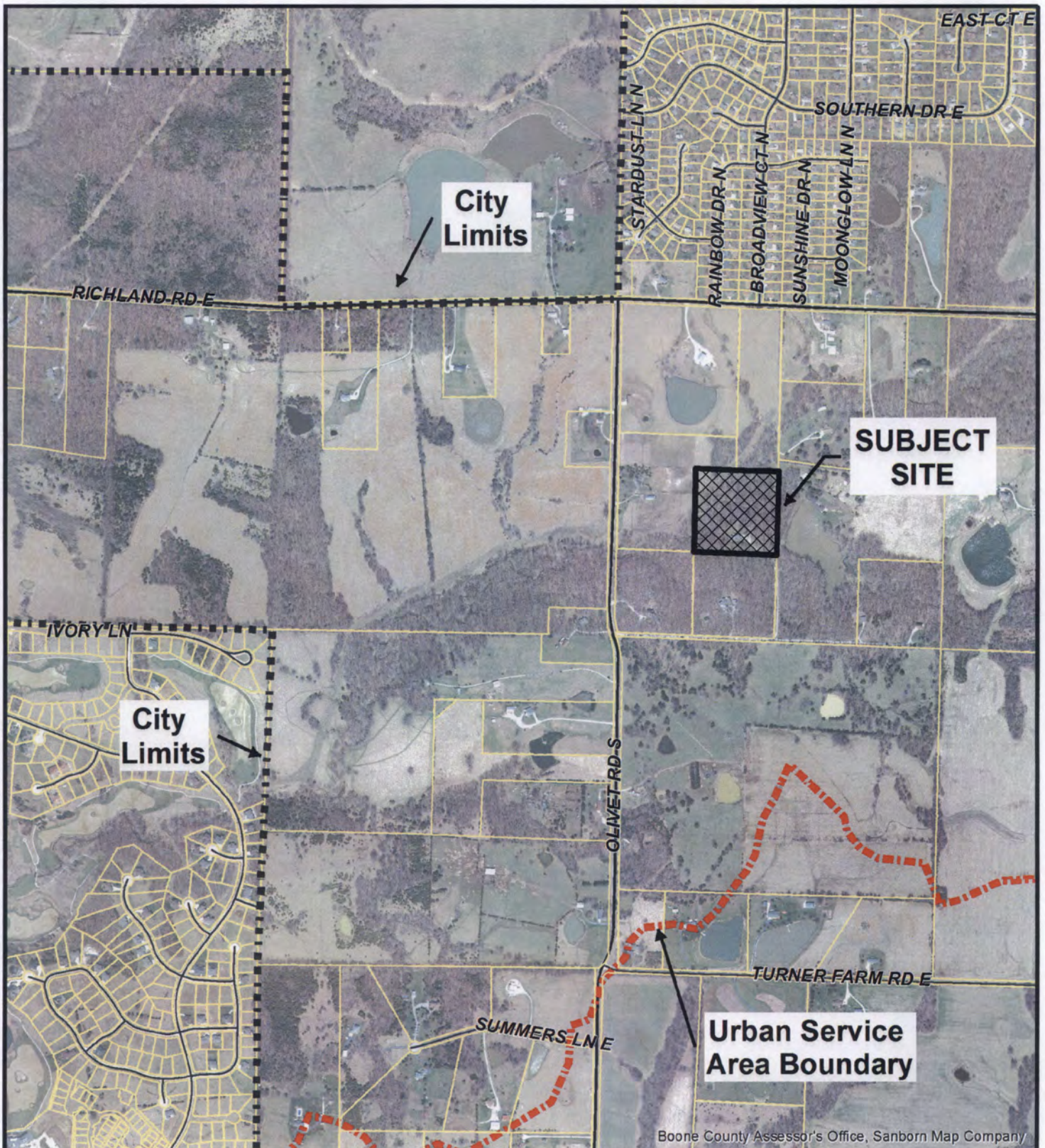
My commission expires: 04/14/2018.



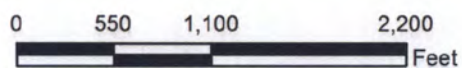


SUPPORTING DOCUMENTS INCLUDED WITH THIS AGENDA ITEM ARE AS FOLLOWS:

Maps, Grindstone Watershed Cooperative Agreement,
Annexation Petitions



15-41 - 706 S. Olivet Road
Schofield/Collier Annexation Agreement



Parcel Data and Aerial Photo
Source: Boone County Assessor

(27)

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:

Shirley Ann
City Clerk

L. Ann Hindman
Mayor and Presiding Officer

APPROVED AS TO FORM:

Paul R. Bushman
City Counselor

GRINDSTONE CREEK WATERSHED COOPERATIVE AGREEMENT

This Agreement is entered into this 10th 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 Otscon 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 Otscon wastewater collection system and eliminate the Otscon 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

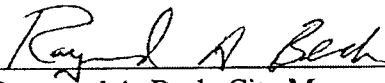
property or develop to City standards in order to receive sewer service from the District.

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

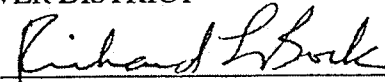
ATTEST:


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
Assistant Secretary, Board of Trustees

APPROVED AS TO FORM:



John Patton, General Counsel

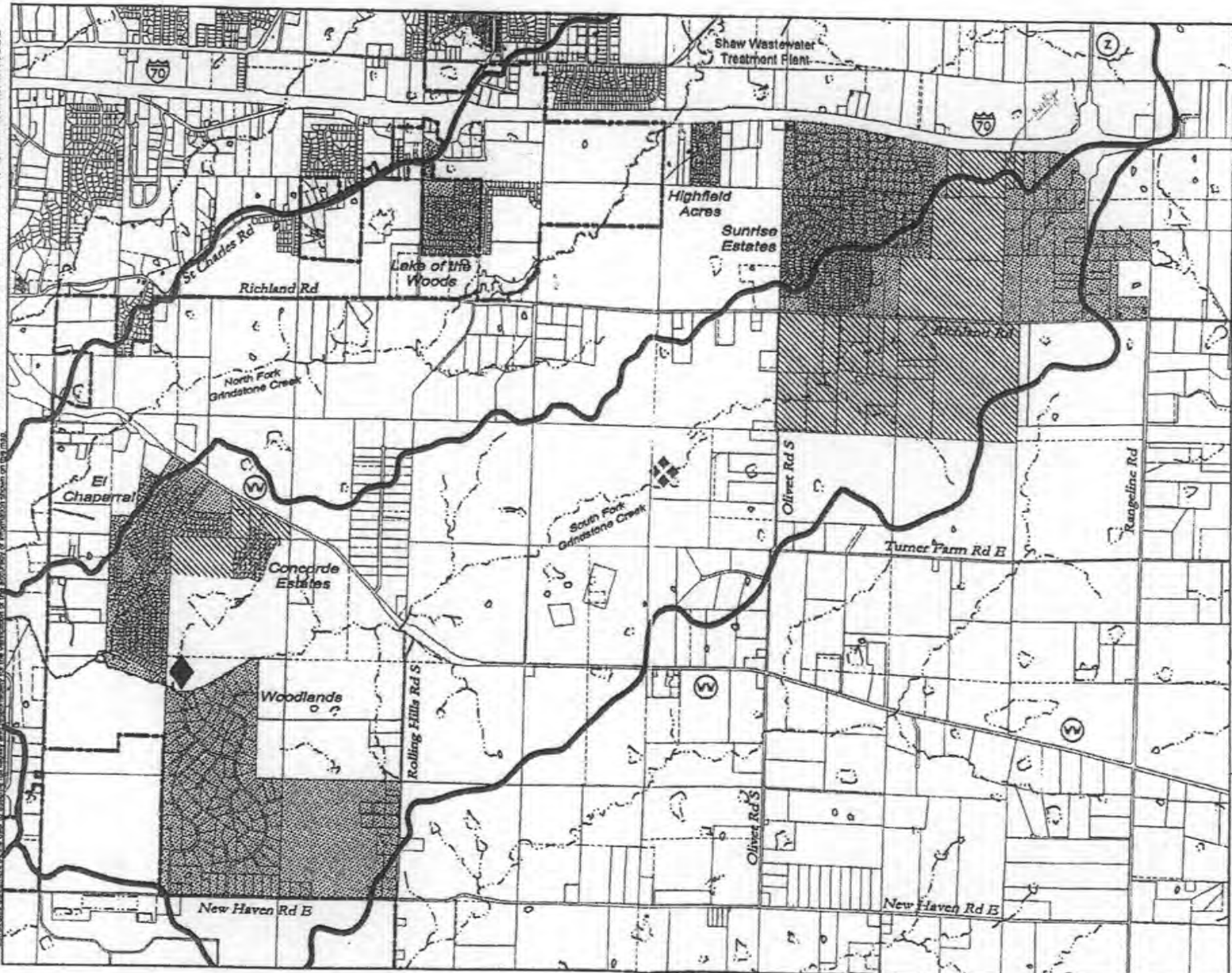
CERTIFICATION:

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 \$ 342,500, is within the purpose of the appropriation to which it is charged, Account No. 555-6388-871-49-90 C4316 and that there is an unencumbered balance to the credit of such appropriation sufficient to pay therefore.



Lori B. Fleming, Director of Finance

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 purposes without actual field verification. No excavation work should be performed based upon the map without first obtaining field location information concerning underground utilities as required by law. This map is provided for informational purposes only and does not constitute a warranty of any kind. The user assumes all liability for any use of this map. Use of this map by any person not affiliated with the City of Columbia is prohibited.



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

Existing BCRSD Customers Transferring to City

End of Phase 1

End of Phase 2

Watershed

City Limits

Parcel

Lotline

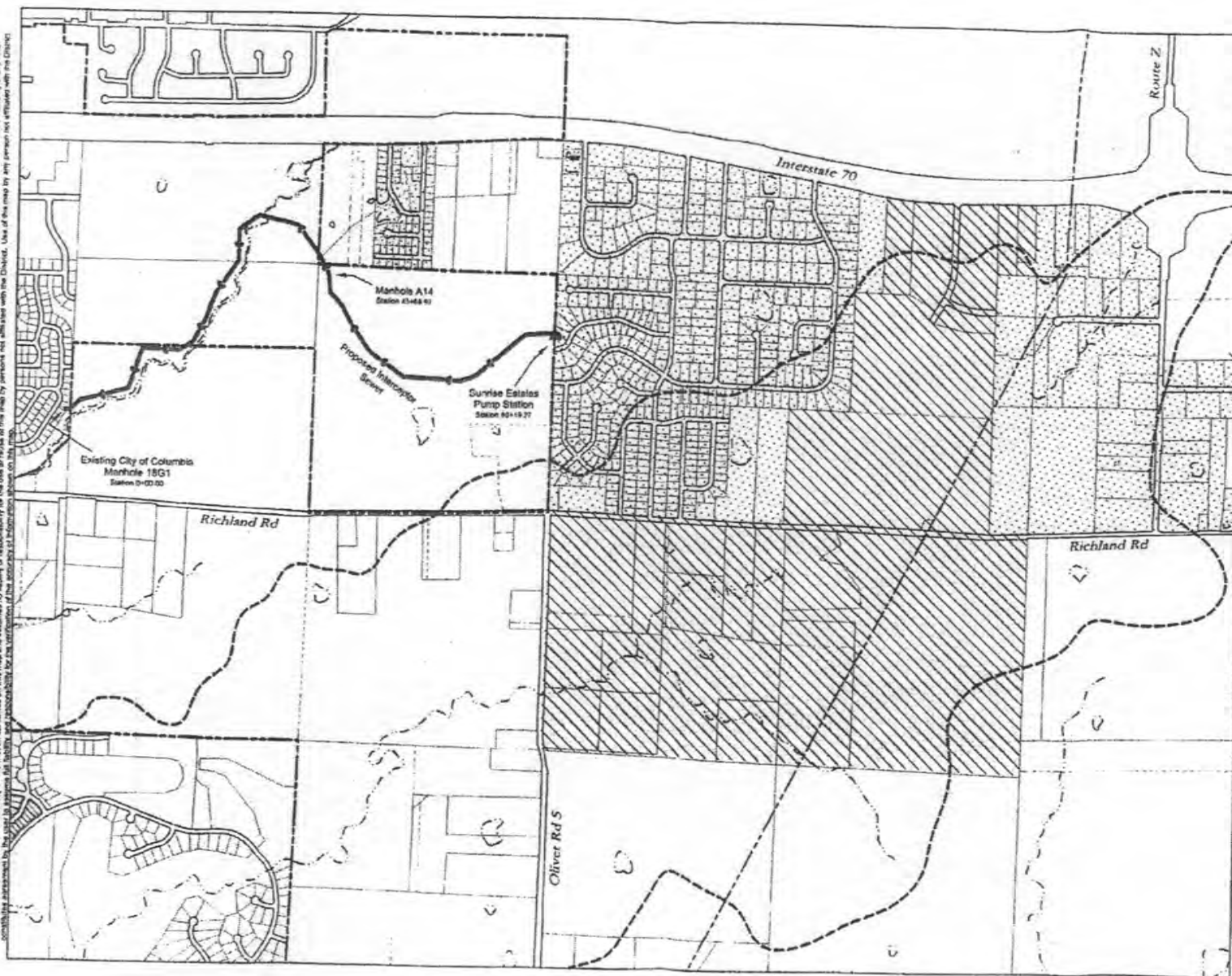
Streams & Lakes

Exhibit A
Sheet 1 of 1
Grindstone Creek
Connection Agreement

Scale: 1" = 2000'
Date: 09/28/04

By: Integrated Mapping Solutions, LLC

DISCLAIMER: READ CAREFULLY: The existence, dimension, and location of facilities, as well as other information, on this map may be based upon unverified information and should not be relied upon for any purpose without actual field verification. The information was obtained from the following sources: Boone County Regional Sewer District, City of Columbia, and other sources. The information is provided for informational purposes only and is not intended to be used for any purpose other than that for which it was provided. The information is not intended to be used for any purpose other than that for which it was provided. The information is not intended to be used for any purpose other than that for which it was provided.



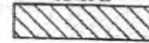
**Boone County Regional
Sewer District**
1314 North Seventh St
Columbia Mo 65201

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

PETITION REQUESTING ANNEXATION TO THE CITY OF COLUMBIA

Matt & Dana Schofield, husband and wife, hereby petition the City Council of the City of Columbia to annex the land described below into the corporate limits of Columbia and, in support of this petition, state the following:

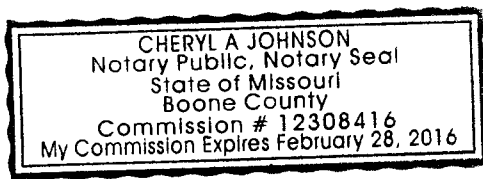
1. Matt & Dana Schofield are the owners of all fee interests of record in the real estate in Boone County, Missouri, described as follows:
A tract of land in the Northwest Quarter (NW1/4) of Section Thirteen (13), Township forty-eight (48), Range Twelve (12), Being tract two (2) of survey recorded in Book 713, Page 725, Boone County Records. Deed in Book 2505, Page 88.
2. This real estate is not now a part of any incorporated municipality.
3. This real estate is contiguous and compact to the existing corporate limits of the City of Columbia, Missouri.
4. Matt & Dana Schofield request that this real estate be annexed to, and be included within the corporate limits of the City of Columbia, Missouri, pursuant to Section 71.012, RSMo 1994.
5. Petitioners request that the property be zoned A-1 at the time of annexation. If the requested zoning is not granted by the proposed ordinance annexing the property, petitioners reserve the right to withdraw this petition requesting annexation.

Dated this 9 day of December, 2014.

STATE OF MISSOURI)
) ss.
COUNTY OF BOONE)

VERIFICATION

The undersigned, Matt & Dana Schofield, husband and wife, being of lawful age and after being duly sworn state and verify that they have reviewed the foregoing Petition for Voluntary Annexation, and that they are duly authorized to execute the foregoing instrument and acknowledge the requests, matters and facts set forth therein are true and correct to the best of their information and belief.



[Signature]
[Signature]

Subscribed and sworn to before me this 9 day of December 9, 2014.

Cheryl A Johnson
Notary Public

My commission expires: 2/28/16

PETITION REQUESTING ANNEXATION TO THE CITY OF COLUMBIA

Phillip M & Lynette T Collier husband and wife, hereby petition the City Council of the City of Columbia to annex the land described below into the corporate limits of Columbia and, in support of this petition, state the following:

1. Phillip & Lynette Collier are the ~~owners~~ ^{contract purchasers} of all fee interests of record in the real estate in Boone County, Missouri, described as follows:

(Attach Legal Description)

2. This real estate is not now a part of any incorporated municipality.
3. This real estate is contiguous and compact to the existing corporate limits of the City of Columbia, Missouri.
4. Phillip & Lynette Collier request that this real estate be annexed to, and be included within the corporate limits of the City of Columbia, Missouri, pursuant to Section 71.012, RSMo 1994.
5. Petitioners request that the property be zoned A-1 at the time of annexation. If the requested zoning is not granted by the proposed ordinance annexing the property, petitioners reserve the right to withdraw this petition requesting annexation.

Dated this 9th day of December, 2014.

STATE OF MISSOURI)
) ss.
COUNTY OF BOONE)

VERIFICATION

The undersigned, Phillip & Lynette Collier husband and wife, being of lawful age and after being duly sworn state and verify that they have reviewed the foregoing Petition for Voluntary Annexation, and that they are duly authorized to execute the foregoing instrument and acknowledge the requests, matters and facts set forth therein are true and correct to the best of their information and belief.

Lynette T Collier

Phillip M Collier

Subscribed and sworn to before me this 10th day of December, 2014.

Jill E. Allen
Notary Public

My commission expires: July 29th, 2016

