

# City of Columbia

701 East Broadway, Columbia, Missouri 65201



**Agenda Item Number:** B 88-15

**Department Source:** Community Development - Planning

**To:** City Council

**From:** City Manager & Staff

**Council Meeting Date:** 4/20/2015

**Re:** Crazy Squirrel, LLC annexation agreement (Case #15-77)

## Documents Included With This Agenda Item

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

**Supporting documentation includes:** Maps, Amendment #2 to General Cooperative Agreement, General Cooperative Agreement, copy of the annexation agreement, and signed annexation petition.

## Executive Summary

Approval of this annexation agreement will authorize the owners of Tracts 2 and 5 of Abilene Acres to connect to the City's sanitary sewer system as envisioned by Amendment #2 of the General Cooperative Agreement with Boone County Regional Sewer District that was approved on May 5, 2014.

## Discussion

Crazy Squirrel, LLC (owner) has requested Council approval of an annexation agreement permitting the connection of the existing on-site septic systems (lagoons) serving Tracts 2 and 5 of Abilene Acres to the City's Bear-Perche outfall sewer. Such connection while outside the urban service area (USA) envisioned by Columbia Imagined will eliminate public health risks and is consistent with the overall objective to eliminate on-site systems throughout Boone County when possible.

The subject site contains 1.21 acres of land currently improved with two multiple dwelling unit buildings. The applicant is requesting that R-3 (Medium Density Multiple-family Dwelling) zoning be applied to the property upon annexation. The requested zoning is consistent with existing Boone County R-M (Moderate Density Residential) zoning.

Per the cooperative agreement, the applicant's are required to annexation (if contiguous) or enter into an annexation agreement prior to connecting the existing on-site systems to the City's 54-inch trunk line located to the west. Additionally, the agreement specifies that the subject site would remain a Boone County Regional Sewer District 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 includes provisions that require all future construction (both public and private) to conform to City standards. All subdivision platting activities (preliminary or final) are required to comply with Boone County standards until such time as the property is annexed into the City.

# City of Columbia

701 East Broadway, Columbia, Missouri 65201



Locator maps, the General Cooperative Agreement with Boone County Regional Sewer District (approved 3/7/11) and Amendment # 2 (approved 5/5/14), copy of the annexation agreement, and the signed annexation petition are attached.

## Fiscal Impact

Short-Term Impact: None. Construction of connecting sewer lines to the City's 54-inch truck line will be borne by the applicant.

Long-Term Impact: The applicant will be responsible for all maintenance of on-site improvements and 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 and may be offset by increased taxes and user fees. The City has no plans to take over maintenance of North Abilene Acres (street).

## Vision, Strategic & Comprehensive Plan Impact

Vision Impact: Development, Environment

Strategic Plan Impact: Not Applicable

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

## Suggested Council Action


Approve the requested annexation agreement and authorize the City Manager to execute it.

## Legislative History

Ordinance 22052 - Amendment #2 to General Cooperative Agreement (May 5, 2014)

Ordinance 20898 - General Cooperative Agreement (March 7, 2011)

  
\_\_\_\_\_  
Department Approved

  
\_\_\_\_\_  
City Manager Approved

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

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

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

Ordinance No. \_\_\_\_\_

Council Bill No. B 88-15

### **AN ORDINANCE**

authorizing the City Manager to execute an annexation agreement with Crazy Squirrel, LLC for property located north of I-70 Drive Northwest and west of Gibbs Road (Tract 2 and Tract 5 of Abilene Acres); 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 Crazy Squirrel, LLC for property located north of I-70 Drive Northwest and west of Gibbs Road (Tract 2 and Tract 5 of Abilene Acres). 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 Crazy Squirrel, LLC, a Missouri limited liability company (hereinafter "Owner").

The parties agree as follows:

1. Owner represents that it is the sole owner of the following real estate located in Boone County, Missouri:

**Parcel One**

Tract 2 of Abilene Acres as shown in Book 383, Page 134 of the Boone County Recorder of Deeds.

**Parcel Two**

Tract 5 of Abilene Acres as shown in Book 388, Page 210 of the Boone County Recorder of Deeds.

(hereinafter the "Property"). Owner is proposing to develop the Property as a residential subdivision.

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

3. All sewer lines and appurtenances serving the 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 the Property shall not be connected to the sewer lines serving the Property without the City's consent.

5. So long as the Property remains outside the city limits, preliminary and final plats of the subdivision of the Property must be prepared in accordance with applicable Boone County ordinances. However, all future development and construction of both public and private improvements on the Property shall conform to all City ordinances and standards as though the Property is located within the City limits. Such construction shall include, but not be limited to, all sanitary sewers, storm sewers, streets, sidewalks, buildings and other structures on the Property. Such improvements shall be reviewed and inspected by the City as though the Property were located within the City limits, however, 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.

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

7. At any time the Property becomes contiguous to the corporate limits of the City or may become contiguous through the annexation of multiple parcels being annexed contemporaneously with the Property, the City Manager may request Owner to present a petition requesting annexation of the Property. Owner shall, within thirty (30) days of such request, submit a verified petition requesting annexation of the Property to the Director of Community Development for presentation to the City Council of Columbia, Missouri. Subject only to the condition contained in paragraph 8 below, the provisions of this paragraph shall be enforceable by specific performance.

8. The petition for annexation may request that the Property be placed in zoning district R-3 (Medium Density Multiple-Family District). If the proposed ordinance annexing the Property does not place the Property in zoning district R-3, Owner may withdraw the petition for annexation and shall not be obligated by this agreement to have the Property annexed into the City. In the event the city zoning code is amended prior to the Property being annexed such that the R-3 zoning district is substantially different than such district exists as of the date of this agreement, Owner may request the most reasonably comparable zoning district in existence at the time of annexation be applied to the Property. Alternatively, at the sole option of Owner, Owner may request that the Property be placed in a zoning district with permitted uses of lesser intensity allowing the existing uses to continue on the Property as non-conforming uses under the city code, provided Owner shall provide the City written notice of such election prior to the adoption of the ordinance imposing such zoning, which such notice shall identify all non-conformities on the Property.

To the maximum extent allowed by law, in the event the Owner does not submit a verified petition requesting annexation of the Property to the Director of Community Development within thirty (30) days following the request of the City Manager, City may annex into the City, designate R-3 zoning (or the substantial equivalent) on the Property, without further action of the Owner.

9. 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 or may become contiguous through the annexation of multiple parcels being annexed contemporaneously with the Property.

10. Owner agrees not to take any action to oppose any annexation initiated by the City which includes the Property. Owner agrees not to take any action to oppose any other annexation initiated by the City or by any property owner which includes any property lying between the Property and the City limits.

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

12. If Owner fails to comply with any of the provisions of this agreement, City may terminate sewer service to the Property and disconnect the sewer lines serving the Property from the City's sanitary sewer system. City shall give Owner six (6) months prior written notice of its intent to terminate sewer service.

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

14. 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.

15. This agreement may only be modified by written mutual agreement of the owner of the Property and the City.

16. This agreement shall be recorded in the office of the Boone County Recorder of Deeds.

[SIGNATURES ON FOLLOWING PAGES]

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

**CITY OF COLUMBIA, MISSOURI**

By: \_\_\_\_\_  
Mike Matthes, City Manager

ATTEST:

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

APPROVED AS TO FORM:

\_\_\_\_\_  
Nancy Thompson, City Counselor

STATE OF MISSOURI       )  
  ) ss  
COUNTY OF BOONE       )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2015, before me appeared Mike Matthes, to me personally known, who, being by me duly sworn, did say that he is the 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 first above written.

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

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

CRAZY SQUIRREL, LLC

By: Melody Derendinger  
Title: Authorized Agent

ATTEST:

[Signature]

STATE OF MISSOURI )  
COUNTY OF Boone ) ss

On this 3<sup>rd</sup> day of April, 2015, before me, a Notary Public in and for said state, personally appeared, Melody Derendinger, who being by me duly sworn, acknowledged that he/she is a member of Crazy Squirrel, LLC, a Missouri limited liability company, and that said instrument was signed in behalf of said limited liability company and further acknowledged that he/she executed the same as his/her free act and deed for the purposes therein stated and that he/she has been granted the authority by said limited liability company to execute the same.

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 first above written.



My commission expires: Jan 16, 2016

[Signature]  
Notary Public





## SUPPORTING DOCUMENTS INCLUDED WITH THIS AGENDA ITEM ARE AS FOLLOWS:

Maps, Amendment #2 to General Cooperative Agreement,  
General Cooperative Agreement, copy of the annexation agreement, and signed  
annexation petition





## 15-77: Crazy Squirrel, LLC Annexation Agreement



City of Columbia Zoning

100-Year Flood Plain



Boone County Zoning

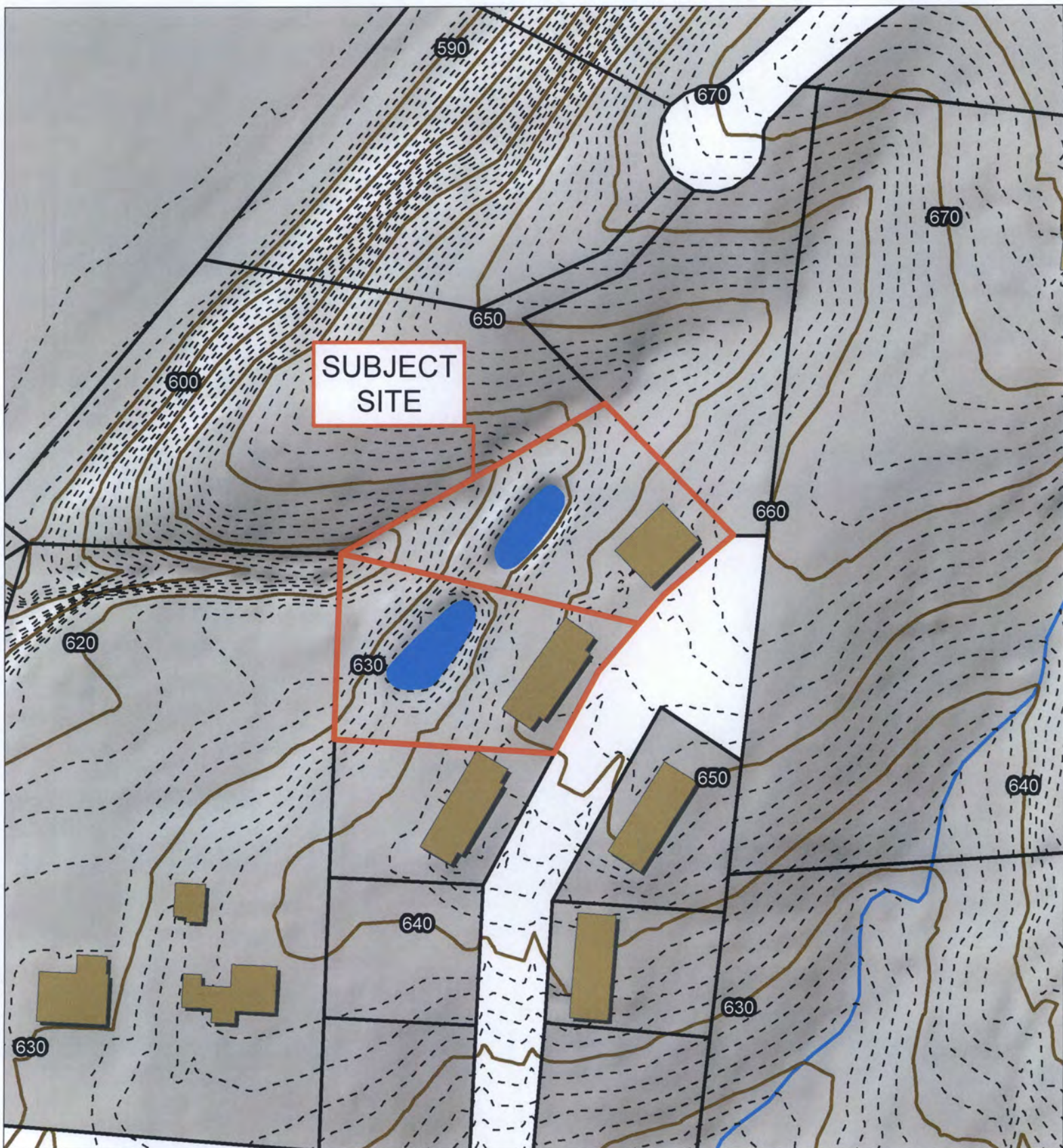
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Columbia City Limit







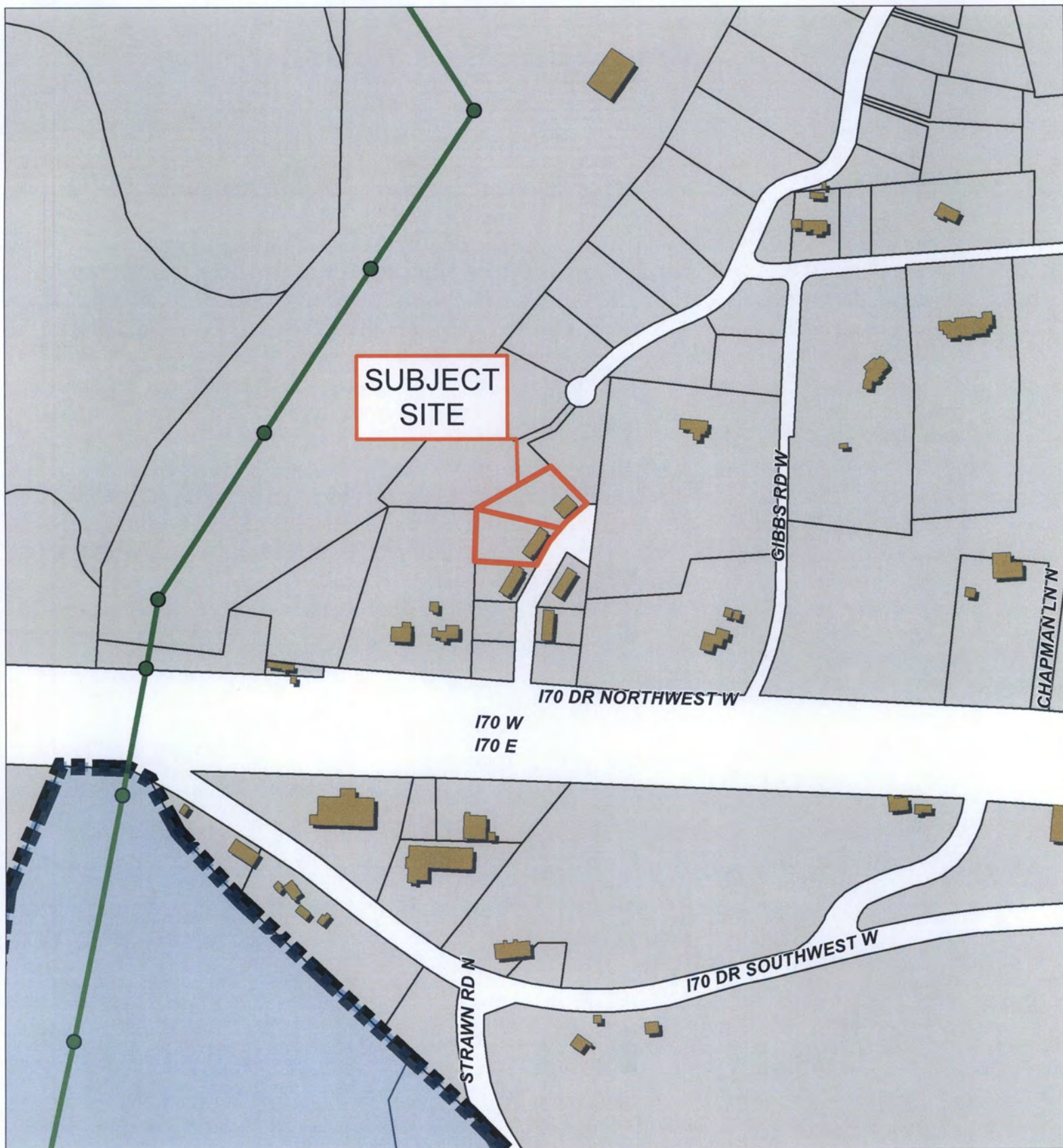
## 15-77: Crazy Squirrel, LLC Annexation Agreement



- |                       |                 |                    |
|-----------------------|-----------------|--------------------|
| 10 Foot Contour Lines | Stream          | Parcels            |
| 2 Foot Contour Lines  | Bodies of Water | Building Footprint |







## 15-77: Crazy Squirrel, LLC Annexation Agreement



- City Sanitary Structure
- City Sanitary Line
- Building Footprint
- Urban Service Area
- Parcels
- Columbia City Limit



022052  
Permanent Record  
Filed in Clerk's Office

Introduced by McDand  
First Reading 4-21-14 Second Reading 5-5-14  
Ordinance No. 022052 Council Bill No. B 109-14

**AN ORDINANCE**

authorizing Amendment No. 2 to the general cooperative agreement with Boone County Regional Sewer District relating to sewer service within Abilene Acres 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 Amendment No. 2 to the general cooperative agreement with Boone County Regional Sewer District relating to sewer service within Abilene Acres Subdivision. The form and content of the agreement shall be substantially in the same form as set forth in "Exhibit A" attached hereto.

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

PASSED this 5th day of May, 2014.

ATTEST:

[Signature]  
City Clerk

[Signature]  
Mayor and Presiding Officer

APPROVED AS TO FORM:

[Signature]  
City Counselor

**AMENDMENT 2 TO THE GENERAL COOPERATIVE  
AGREEMENT DATED MARCH 8<sup>TH</sup>, 2011**

On this 6th day of May, 2014, 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 March 8<sup>th</sup>, 2011 (hereinafter the General Cooperative Agreement).

WHEREAS, the General Cooperative Agreement contemplated that said agreement may be amended from time to time by adding, deleting, and/or revising the Special Conditions and Exhibits as needed and as mutually agreed upon by the Board of Trustees of the District and the City Council of the City; and

WHEREAS, the following are the revisions to the GENERAL CONDITIONS and the SPECIAL CONDITIONS of the General Cooperative Agreement.

**REVISIONS TO THE GENERAL CONDITIONS**

1. Section 1 is deleted in its entirety. In its place a new Section 1 is included, as follows:
  1. The scope of the this agreement is limited to those geographic areas within the "Boundary of Area Covered by Agreement" on the attached Exhibits 1 through 8, both inclusive, and which are entitled "State Highway HH Cooperative Agreement", "Westwood Meadows Cooperative Agreement", "El Rey Heights Cooperative Agreement", "Cow Branch Watershed Cooperative Agreement", "Little Bonne Femme Pump Station Cooperative Agreement", "Jerry Morris Subdivision Cooperative Agreement", "Water's Edge, Lakewood Villas, Lakewood Estates, Lakeland Acres and Pin Oak Subdivisions Service Area" And "Abilene Acres Cooperative Agreement".

All other GENERAL CONDITIONS of the original March 8th, 2011, General Cooperative Agreement shall remain in effect.

**END OF GENERAL CONDITIONS, BEGINNING OF SPECIAL CONDITIONS**

**SPECIAL CONDITIONS**


1. Add the following Special Condition 8.
  8. The City and District agree that the customers in the District's service area shown on Exhibit 8, "Abilene Acres Connection Agreement" are and shall remain connected to the City's wastewater treatment and collection system as provided for in the GENERAL CONDITIONS of this agreement.

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.

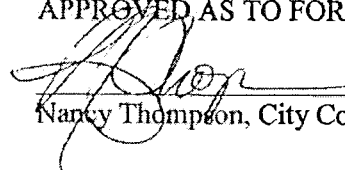
CITY OF COLUMBIA, MISSOURI

BY:   
Michael Matthes, City Manager

ATTEST

  
Sheela Amin, City Clerk

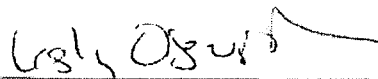
APPROVED AS TO FORM:

  
Nancy Thompson, City Counselor

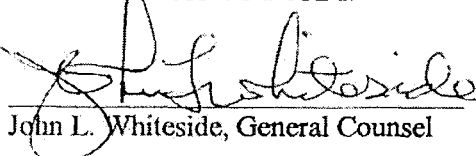
BOONE COUNTY REGIONAL SEWER DISTRICT

BY:   
Randall Chann, Chair

ATTEST:

  
Lesley Oswald, Assistant Secretary

APPROVED AS TO FORM:

  
John L. Whiteside, General Counsel








Area Covered by This Agreement

Area Covered by March 8, 2011  
General Cooperative Agreement

### Legend

-  Existing and Proposed BCRSD Customers  
No Annexation or Development to City Standards
-  New BCRSD Customers  
Annex and Develop to City Standards
-  City Boundary

Parcel Information Property of Boone County



City of Columbia, Missouri  
Department of Public Works

### Exhibit 8

Abilene Acres Connection Agreement

Scale: 1" = 800'

Drawn: J.K.M

Date: 3/19/2014



**AN ORDINANCE**

authorizing a general cooperative agreement with the Boone County Regional Sewer District relating to sewers in the Highway HH service area, Westwood Meadows Subdivision, El Ray Heights Subdivision, Cow Branch Watershed, Little Bonne Femme Pump Station and Jerry Morris 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 a general cooperative agreement with the Boone County Regional Sewer District relating to sewers in the Highway HH service area, Westwood Meadows Subdivision, El Ray Heights Subdivision, Cow Branch Watershed, Little Bonne Femme Pump Station and Jerry Morris Subdivision. 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 7th day of March, 2011.

**GENERAL COOPERATIVE AGREEMENT**

This agreement is entered into this 24 day of March, 2011, 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, the District and the City currently have numerous connection agreements regarding various District service areas; and

WHEREAS, many of the conditions are common to the connection agreements and are mutually agreed upon and appear in this GENERAL COOPERATIVE AGREEMENT under the heading of GENERAL CONDITIONS; and

WHEREAS, some of the conditions are unique to certain District service areas and are mutually agreed upon and appear in this GENERAL COOPERATIVE AGREEMENT under the heading of SPECIAL CONDITIONS; and

WHEREAS, City operates a regional wastewater treatment plant which is capable of providing wastewater treatment services for all of the District service areas described herein; and

WHEREAS, it is feasible to construct sanitary sewers to connect all of the District service areas described herein to the City's sanitary sewer collection system; and

WHEREAS, such a sanitary sewer connection will allow for the closure of the wastewater treatment systems currently serving the District service areas described herein; and

WHEREAS, this agreement may be amended from time to time by adding, deleting, and/or revising the SPECIAL CONDITIONS and Exhibits as needed and as mutually agreed upon by the Board of Trustees of the District and the City Council of the City; and

WHEREAS, the following are the GENERAL CONDITIONS of this agreement.

**GENERAL CONDITIONS**

Therefore, the parties hereto agree as follows:

1. The scope of this agreement is limited to those geographic areas within the "Boundary of Area Covered by Agreement" on the attached Exhibits 1 through 6, both inclusive, and which are entitled "State Highway HH Cooperative Agreement", "Westwood Meadows Cooperative Agreement", "El Rey Heights Cooperative Agreement", "Cow Branch Watershed Cooperative Agreement", "Little Bonne Femme Pump Station Service Area Cooperative Agreement", and "Jerry Morris Subdivision Cooperative Agreement".
2. The following definitions apply to this agreement:

District's "Service Area" means that area shown on the attached Exhibits 1 through 6, both inclusive, as "Existing and Proposed BCRSD Customers (No Annexation or Development to City Standards)" and "New BCRSD Customers (Annex and Develop to City Standards)."

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

3. The District shall prepare, and the City shall review and approve, the plans and specifications for construction of the connecting sewer.
4. The District shall acquire all easements necessary for construction of the connecting sewer.
5. The District shall bid the project pursuant to established District policy. District shall own the connecting sewer. The District shall maintain and operate the connecting sewer at its cost in accordance with established District policy. City will impose no connection fees upon District customers connecting to the connecting sewer.
6. The District shall provide construction management services associated with construction of said connecting sewer.
7. 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.
8. 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.
9. 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.
10. 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.

11. 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.
12. 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, 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 customers equal to District's then current bonded indebtedness, which is the outstanding principal plus interest over the term of the then current outstanding principal, 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.
13. All new development, within the areas designated "New BCRSD Customers (Annex and Develop to City Standards)" on the attached Exhibits 1 through 6, both inclusive, shall, before receiving City or District sewer service, 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 choose not to annex into the City within the areas designated on the attached Exhibits 1 through 6, both inclusive. Property owners in the areas designated "Existing and Proposed BCRSD Customers (No Annexation or Development to City Standards)" on the attached Exhibits 1 through 6, both inclusive, shall not be required to annex their property or develop to City standards in order to receive sewer service from the District.
14. City agrees to defend, indemnify and hold harmless the District in any lawsuit involving annexation into the City. The District agrees to provide all documents and personnel as requested in support of this agreement. In any dispute, involving

the annexation provisions in Section 13 above, including disputes which result in litigation, City shall defend, indemnify and hold District harmless for any and all costs incurred by District in excess of \$10,000.00. Such costs shall include, but not be limited to, attorney's fees and any monetary award for damages determined by agreement, arbitration or court judgment. District shall provide City with all information deemed necessary by City to facilitate compliance with the indemnity provided herein.

15. City and District shall oppose any application for a Missouri Department of Natural Resources permitted discharge from a new facility or expansion of an existing facility into any part of the geographic areas within the "Boundary of Area Covered by Agreement" shown on Exhibits 1 through 6, both inclusive, unless it can be shown that it is more cost-effective to build a wastewater treatment facility than connect to public sewers. In the event a discharge permit is issued by the Missouri Department of Natural Resources for a new wastewater treatment facility within the "Boundary of Area Covered by Agreement" shown on Exhibits 1 through 6, both inclusive, annexation into the City of Columbia shall not be required for the area serviced by such wastewater treatment facility.
16. City shall be responsible for providing adequate capacity down stream of the District's service area shown in Exhibits 1 through 6, both inclusive, of this Agreement to handle all reasonably anticipated users within the geographic areas within the "Boundary of Area Covered by Agreement" as shown on Exhibit 1 through 6, both inclusive. Reasonably anticipated users are users that do not generate wastewater in quantity greater than normal domestic flows or that contains any contaminants in concentrations greater than normally found in domestic wastewater.

District shall not connect any nonresidential sewer customer, without the prior approval of City, which generates wastewater in quantity greater than normal domestic flows or which contains any contaminants in concentrations greater than 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 areas designated "Existing and Proposed BCRSD Customers (No Annexation or Development to City Standards)" and "New BCRSD Customers (Annex and Develop to City Standards)" as shown on Exhibits 1 through 6, both inclusive.

District shall not, without the written consent of City, pump sewage from an area that is outside of the geographic areas within the "Boundary of Area Covered by Agreement" as shown on Exhibits 1 through 6, both inclusive.

City shall not, without the written consent of District, pump sewage to sewers in the territory described by this agreement from areas outside the territory described by this agreement.

17. 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.
18. City shall not connect sewers to the District's sewers without the prior written consent of the District.
19. 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.
20. 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.
21. This agreement is not intended to confer any rights or remedies on any person other than the parties.
22. 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.
23. 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.
24. Any amendments to this agreement shall be in writing.
25. 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.

## **END OF GENERAL CONDITIONS, BEGINNING OF SPECIAL CONDITIONS**

WHEREAS, District currently provides sanitary sewer service within its Lake Capri Subdivision, Sharidan Hills Subdivision, Hillview Acres Subdivision, Fall Creek Subdivision, Sun Valley Estates, Richardson Acres Subdivision and its Brown's Station service areas; and

WHEREAS, District currently provides sanitary sewer service within the Westwood Meadows Subdivision service area; and

WHEREAS, District currently provides sanitary sewer service within the El Rey Heights Subdivision service area; and

WHEREAS, District currently provides sanitary sewer service within the Oberlin Valley Subdivision service area; and

WHEREAS, District currently provides sanitary sewer service within the Little Bonne Femme Pump Station Service Area and this service area is covered by a connection agreement that lapsed and the District and the City are desirous of renewing the connection agreement for this service area in accordance with the GENERAL CONDITIONS and SPECIAL CONDITIONS contained in this agreement; and

WHEREAS, District currently provides sanitary sewer service within the Jerry Morris Subdivision service area and this service area is covered by a connection agreement that lapsed and the District and City are desirous of renewing the connection agreement for this service area in accordance with the GENERAL CONDITIONS and SPECIAL CONDITIONS contained in this agreement; and

WHEREAS, the following are the SPECIAL CONDITIONS of this agreement.

### **SPECIAL CONDITIONS**

1. The following definitions apply to this agreement:

"El Rey connecting sewer" means constructing a pump station and force main to connect the El Rey Heights Subdivision Service Area to the City's sanitary sewer collection system between MH 17L19 and MH 17L20, as shown on the City Sanitary Sewer Map, Page 17L. The El Rey connecting sewer may be constructed by the District if the District determines that the El Rey connecting sewer construction is in the best interest of the District.

"Oberlin Valley connecting sewer" means constructing a pump station and force main to connect the Oberlin Valley Subdivision Service Area to the City's sanitary sewer collection system between MH 1G9 and MH 1G8, as shown on the City Sanitary Sewer Map, Page 1G. The Oberlin Valley connecting sewer may be constructed by the District if the District determines that the Oberlin Valley

connecting sewer construction is in the best interest of the District.

2. The District shall prepare, and the City shall review and approve, the plans and specifications for construction of the El Rey connecting sewer and the Oberlin Valley connecting sewer.
3. The District shall acquire all easements necessary for construction of the El Rey connecting sewer and the Oberlin Valley connecting sewer.
4. The District shall bid the El Rey connecting sewer and the Oberlin Valley connecting sewer construction pursuant to established District policy. District shall own, operate and maintain the El Rey connecting sewer and the Oberlin Valley connecting sewer at its cost in accordance with established District policy. City will impose no connection fees upon District customers connecting to the El Rey connecting sewer and the Oberlin Valley connecting sewer.
5. The District shall provide construction management services associated with construction of the El Rey connecting sewer and the Oberlin Valley connecting sewer.

THE FOLLOWING PARAGRAPH 6 SHALL APPLY TO THE DISTRICT SERVICE AREA SHOWN ON EXHIBIT 5.

6. The City and District agree that the customers in the District's service area shown on Exhibit 5 are and shall remain connected to the City's wastewater treatment and collection system as provided for in the GENERAL CONDITIONS of this agreement.

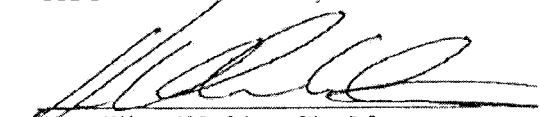
THE FOLLOWING PARAGRAPH 7 SHALL APPLY TO THE DISTRICT SERVICE AREA SHOWN ON EXHIBIT 6.

7. The City and District agree that the customers in the District's service area shown on Exhibit 6 are and shall remain connected to the City's wastewater treatment and collection system as provided for in the GENERAL CONDITIONS of this agreement.

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

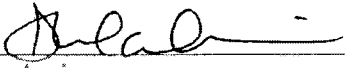
CITY OF COLUMBIA, MISSOURI

By:

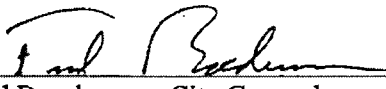
  
H. William Watkins, City Manager



ATTEST:

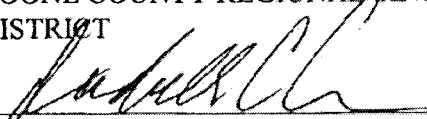
  
Sheela Amin

APPROVED AS TO FORM:

  
Fred Boeckmann, City Counselor

BOONE COUNTY REGIONAL SEWER  
DISTRICT

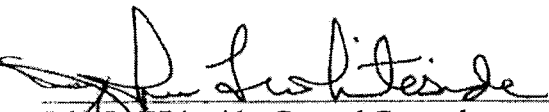
By:

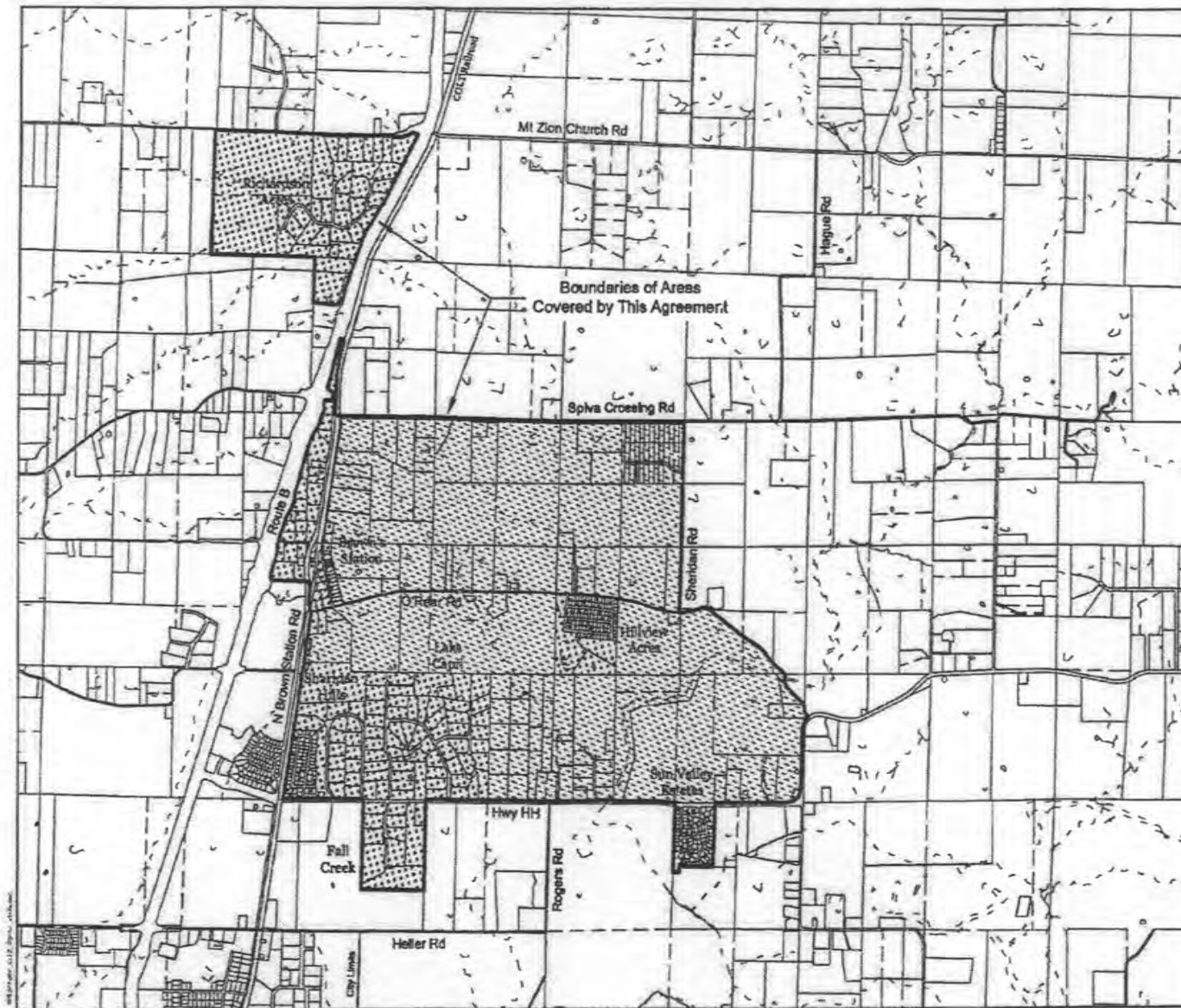
  
Chairman, Board of Trustees

ATTEST:

  
Secretary, Board of Trustees

APPROVED AS TO FORM:

  
John L. Whiteside, General Counsel



## Boone County Regional Sewer District

1314 North Seventh Street  
Columbia, Missouri 65201

### Exhibit 1

State Highway HH  
Cooperative Agreement

#### LEGEND

Existing and Proposed BCRSD Customers -  
No Annexation or Development to City  
Standards

New BCRSD Customers -  
Annex and Develop to City Standards



Scale: 1" = 2,000'  
Date: 02-07-2011



**Boone County Regional  
Sewer District**


1514 North Seventh Street  
Columbia, Missouri 65201

**Exhibit 2**

**Westwood Meadows  
Cooperative Agreement**

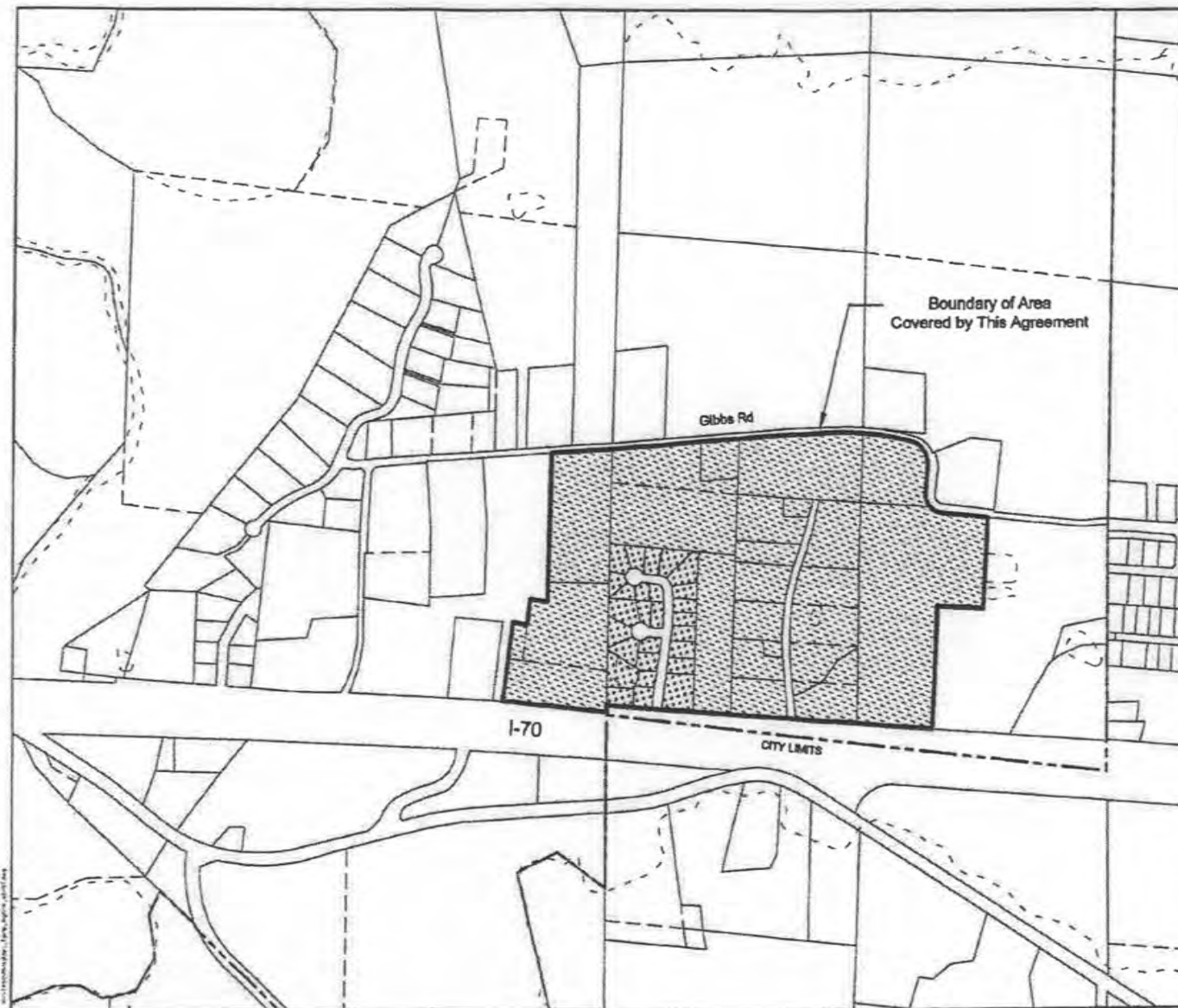
**LEGEND**

 Existing and Proposed BCRSD Customers -  
No Annexation or Development to City  
Standards

 New BCRSD Customers -  
Annex and Develop to City Standards



Scale: 1" = 600'  
Date: 02-07-2011



**Boone County Regional  
Sewer District**


1314 North Seventh Street  
Columbia, Missouri 65201

**Exhibit 3**

**El Rey Heights  
Cooperative Agreement**


**LEGEND**

 Existing and Proposed BCRSD Customers -  
No Annexation or Development to City Standards

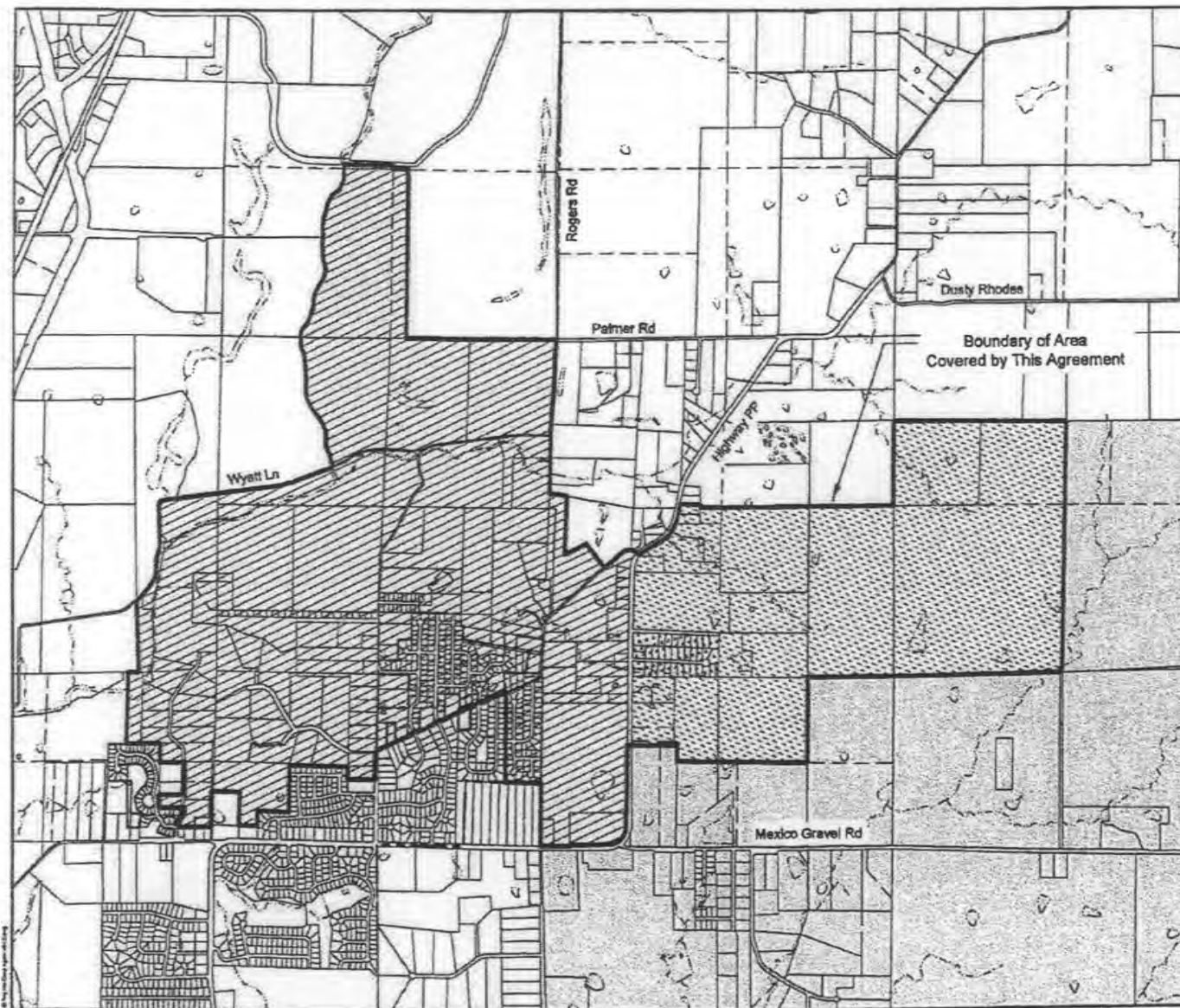
 New BCRSD Customers -  
Annex and Develop to City Standards

 Proposed City of Columbia Customers

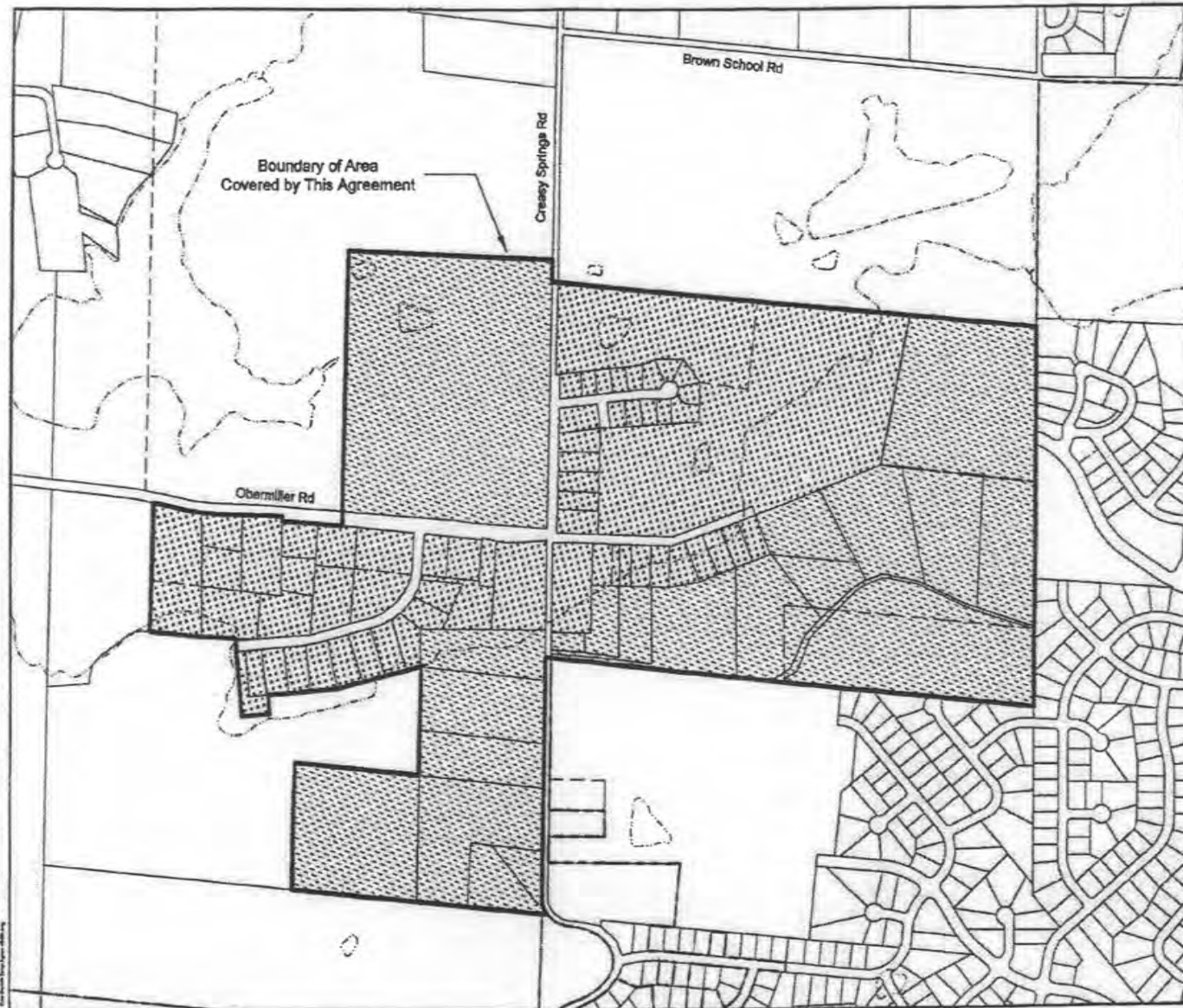
 Areas Covered by Prior Agreement  
(see Exhibit A of the Grindstone Creek Watershed -  
Upper North Fork, Hominy Branch Watershed, Little  
Cedar Creek Watershed Cooperative Agreement)  
(City of Columbia Ordinance No. 020538)

 City Limits

Not to Scale  
Date: 02-07-2011







# Boone County Regional Sewer District


1314 North Seventh Street  
Columbia, Missouri 65201


## Exhibit 4

### Cow Branch Watershed Cooperative Agreement

#### LEGEND

 Existing and Proposed BCRSD Customers - No Annexation or Development to City Standards

 New BCRSD Customers - Annex and Develop to City Standards

 City Limits

Scale: 1" = 500'  
Date: 02-07-2011



# Boone County Regional Sewer District

1214 North Seventh Street  
Columbia, Missouri 65201

## Exhibit 5

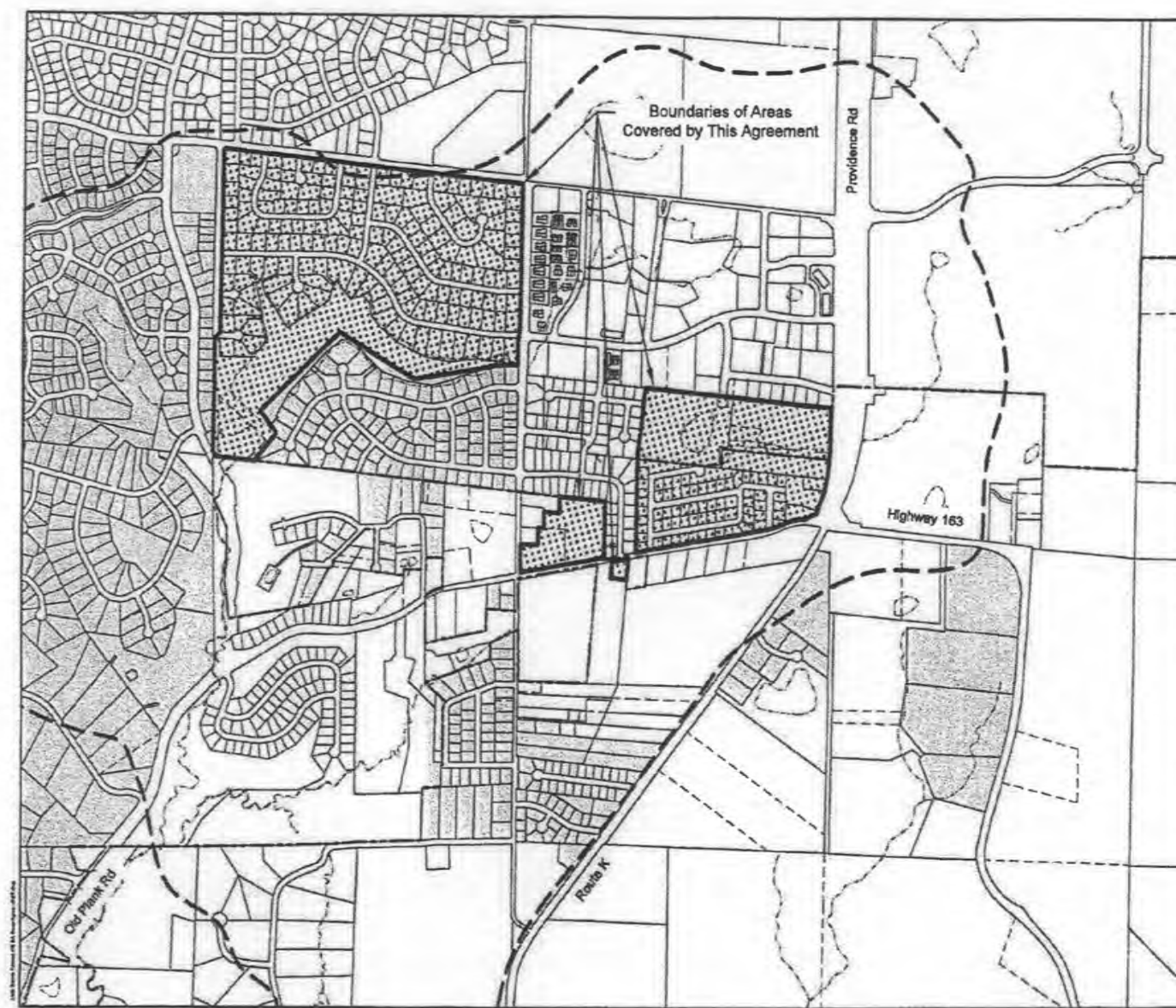
### Little Bonne Femme Pump Station Service Area Cooperative Agreement

#### LEGEND

-  Existing and Proposed BCRSD Customers -  
No Annexation or Development to City Standards
-  Areas Covered by Prior Agreements
-  Little Bonne Femme Pump Station Service Area
-  City Limits



Scale: 1" = 800'  
Date: 02-07-2011




**Boone County Regional  
Sewer District**


1314 North Seventh Street  
Columbia, Missouri 65201

**Exhibit 6**

**Jerry Morris Subdivision  
Cooperative Agreement**

**LEGEND**

 Edwiling and Proposed BCRSD Customers -  
No Annexation or Development to City Standards

 City Limits



Scale: 1" = 100'  
Date: 02-07-2011



Boundary of Area  
Covered by This Agreement

Millay Dr

Morris Dr

Heying Dr

Oakland Gravel Rd

## ANNEXATION AGREEMENT

This agreement entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2015, between the City of Columbia, Missouri, a municipal corporation (hereinafter "City") and Crazy Squirrel, LLC, a Missouri limited liability company (hereinafter "Owner").

The parties agree as follows:

1. Owner represents that it is the sole owner of the following real estate located in Boone County, Missouri:

**Parcel One**

Tract 2 of Abilene Acres as shown in Book 383, Page 134 of the Boone County Recorder of Deeds.

**Parcel Two**

Tract 5 of Abilene Acres as shown in Book 388, Page 210 of the Boone County Recorder of Deeds.

(hereinafter the "Property"). Owner is proposing to develop the Property as a residential subdivision.

2.

City shall allow Owner to connect sanitary sewer lines serving the Property to the City's sanitary sewer system. Owner shall make this connection at their sole cost and expense. Owner shall obtain all necessary permits for the sewer connection and pay all fees required to connect to the City's sanitary sewer system. Owner shall become a sewer customer of the Boone County Regional Sewer District.

3. All sewer lines and appurtenances serving the 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 the Property shall not be connected to the sewer lines serving the Property without the City's consent.

5. So long as the Property remains outside the city limits, preliminary and final plats of the subdivision of the Property must be prepared in accordance with applicable Boone County ordinances. However, all future development and construction of both public and private improvements on the Property shall conform to all City ordinances and standards as though the Property is located within the City limits. Such construction shall include, but not be limited to, all sanitary sewers, storm sewers, streets, sidewalks, buildings and other structures on the Property. Such improvements shall be reviewed and inspected by the City as though the Property were located within the City limits, however, 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.

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

7. At any time the Property becomes contiguous to the corporate limits of the City or may become contiguous through the annexation of multiple parcels being annexed contemporaneously with the Property, the City Manager may request Owner to present a petition requesting annexation of the Property. Owner shall, within thirty (30) days of such request, submit a verified petition requesting annexation of the Property to the Director of Community Development for presentation to the City Council of Columbia, Missouri. Subject only to the condition contained in paragraph 8 below, the provisions of this paragraph shall be enforceable by specific performance.

8. The petition for annexation may request that the Property be placed in zoning district R-3 (Medium Density Multiple-Family District). If the proposed ordinance annexing the Property does not place the Property in zoning district R-3, Owner may withdraw the petition for annexation and shall not be obligated by this agreement to have the Property annexed into the City. In the event the city zoning code is amended prior to the Property being annexed such that the R-3 zoning district is substantially different than such district exists as of the date of this agreement, Owner may request the most reasonably comparable zoning district in existence at the time of annexation be applied to the Property. Alternatively, at the sole option of Owner, Owner may request that the Property be placed in a zoning district with permitted uses of lesser intensity allowing the existing uses to continue on the Property as non-conforming uses under the city code, provided Owner shall provide the City written notice of such election prior to the adoption of the ordinance imposing such zoning, which such notice shall identify all non-conformities on the Property.

To the maximum extent allowed by law, in the event the Owner does not submit a verified petition requesting annexation of the Property to the Director of Community Development within thirty (30) days following the request of the City Manager, City may annex into the City, designate R-3 zoning (or the substantial equivalent) on the Property, without further action of the Owner.

9. 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 or may become contiguous through the annexation of multiple parcels being annexed contemporaneously with the Property.

10. Owner agrees not to take any action to oppose any annexation initiated by the City which includes the Property. Owner agrees not to take any action to oppose any other annexation initiated by the City or by any property owner which includes any property lying between the Property and the City limits.

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

12. If Owner fails to comply with any of the provisions of this agreement, City may terminate sewer service to the Property and disconnect the sewer lines serving the Property from the City's sanitary sewer system. City shall give Owner six (6) months prior written notice of its intent to terminate sewer service.

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

14. 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.

15. This agreement may only be modified by written mutual agreement of the owner of the Property and the City.

16. This agreement shall be recorded in the office of the Boone County Recorder of Deeds.

[SIGNATURES ON FOLLOWING PAGES]

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

**CITY OF COLUMBIA, MISSOURI**

By: \_\_\_\_\_  
Mike Matthes, City Manager

ATTEST:

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

APPROVED AS TO FORM:

\_\_\_\_\_  
Nancy Thompson, City Counselor

STATE OF MISSOURI     )  
                                      ) ss  
COUNTY OF BOONE     )

On this \_\_\_\_ day of \_\_\_\_\_, 2015, before me appeared Mike Matthes, to me personally known, who, being by me duly sworn, did say that he is the 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 first above written.

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

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

CRAZY SQUIRREL, LLC

By:

Melody Derendinger

Title:

Authorized Agent

ATTEST:

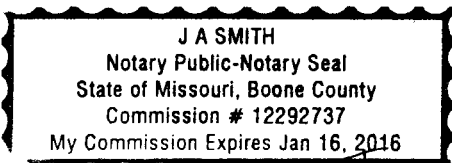
[Signature]

STATE OF MISSOURI )

COUNTY OF Boone ) ss

On this 3<sup>rd</sup> day of April, 2015, before me, a Notary Public in and for said state, personally appeared, Melody Derendinger, who being by me duly sworn, acknowledged that he/she is a member of Crazy Squirrel, LLC, a Missouri limited liability company, and that said instrument was signed in behalf of said limited liability company and further acknowledged that he/she executed the same as his/her free act and deed for the purposes therein stated and that he/she has been granted the authority by said limited liability company to execute the same.

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 first above written.



Notary Public

[Signature]

My commission expires: Jan 16, 2016

**PETITION REQUESTING ANNEXATION TO THE CITY OF COLUMBIA**

Crazy Squared LLC, a Missouri limited liability company, hereby petitions 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, states the following:

1. Crazy Squared LLC is the owner of all fee interests of record in the real estate in Boone County, Missouri, described as follows:  

Legal Description Abilene Acres Tract 5, Survey 388-210  
Abilene Acres Tract 2, Survey 383-134
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. Crazy Squared LLC requests 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. Petitioner requests that the property be zoned R-3 at the time of annexation. If the requested zoning is not granted by the proposed ordinance annexing the property, petitioner reserves the right to withdraw this petition requesting annexation.

Dated this 17th day of Feb., 2015.

STATE OF MISSOURI)

COUNTY OF BOONE )

) ss.

**VERIFICATION**

The undersigned, Melody Derendinger, being of lawful age and after being duly sworn states and verifies that the undersigned has reviewed the foregoing Petition for Voluntary Annexation, and that the undersigned is duly authorized to execute the foregoing instrument on behalf of Crazy Squared LLC and acknowledges the requests, matters and facts set forth therein are true and correct to the best of the undersigned's information and belief.

Melody Derendinger Registered Agent

Subscribed and sworn to before me this 17th day of Feb., 2015

Tamala K. Anderson  
Notary Public

My commission expires: 10/6/2016

