

Exhibit No. 304

**AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE A
COOPERATIVE AGREEMENT WITH THE BOONE COUNTY REGIONAL
SEWER DISTRICT**

WHEREAS, the City of Hallsville is entering into a Cooperative Agreement with the Boone County Regional Sewer District for the purpose of providing wastewater treatment services for Silver Creek Subdivision.

NOW THEREFORE, BE IT ORDAINED by the Board of Aldermen of the City of Hallsville, Missouri, as follows:

1. The Mayor is hereby authorized and directed to execute a Cooperative Agreement with the Boone County Regional Sewer District which is attached hereto and incorporated herein by reference as if set forth in full and verbatim.
2. This ordinance shall become effective from and after its date of passage.

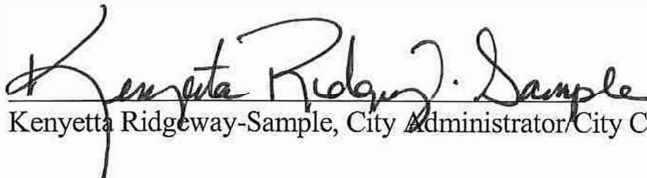
READ TWO TIMES AND PASSED THIS 8th DAY APRIL, 2019.



Logan Carter, Mayor

[SEAL]

ATTEST:



Kenyetta Ridgeway-Sample, City Administrator/City Clerk

CITY OF HALLSVILLE – BOONE COUNTY REGIONAL SEWER DISTRICT
COOPERATIVE AGREEMENT

This agreement is entered into this 8th day of April, 2019, between the Boone County Regional Sewer District, a common sewer district organized pursuant to Chapter 204 RSMo (“District”) and the City of Hallsville, MO, a municipal corporation and a fourth class city incorporated under the laws of the State of Missouri (“City”).

WHEREAS, Gary and Rhonda Wilson, (“Developer”) own real estate in Boone County, Missouri and intend to subdivide said real estate into 7 single – family lots to be known as Silver Creek Subdivision; and

WHEREAS, City operates a wastewater treatment facility which is capable of providing wastewater treatment services for Silver Creek Subdivision served by District; and

WHEREAS, it is feasible to construct a pressure sewer connecting the Silver Creek Subdivision served by District to the City’s sanitary sewer collection system; and

WHEREAS, the connecting sewer will protect public health and the environment; and

The parties agree as follows:

1. The scope of this agreement is limited to Lots 1 through 7, both inclusive, shown on the Preliminary Plat and Review Plan for ARP Zoning Silver Creek Subdivision on the attached Exhibit A.

2. The following definitions apply to this agreement:

District’s “Service Area” means Lots 1 through 7, both inclusive, shown on the attached Exhibit A.

“Connecting sewer” means the sewer connecting the Silver Creek Subdivision sanitary sewer system to the City’s sanitary sewer collection system, hereinafter also called “District portion”.

3. The Developer shall prepare the plans and specifications for construction of the Connecting sewer and the sewers internal to Silver Creek Subdivision by hiring a consulting engineering firm.

4. The District or Developer shall acquire all easements necessary for construction of the Connecting sewer.

5. The Developer shall pay for the cost to construct the Connecting sewer and the sewers internal to Silver Creek Subdivision, which includes construction, engineering and easement acquisition. Construction observation shall be provided by the District. District shall own the Connecting sewer and the sewers internal to Silver Creek Subdivision, provided that they are constructed to District standards and conveyed from the Developer to the District according to District policy, and shall maintain and operate them at its cost in accordance with established District policies, subject to the terms and conditions of this agreement.
6. City will impose no connection fees directly upon District's customers (however see paragraph 10 hereafter).
7. The Developer shall be responsible for funding of the project.
9. District shall maintain all public sewers in its service area in compliance with the City's sewer standards. District shall inspect the public sewers within its 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 District's service area for as long as the collection system is connected to the City's sewer system.

The District shall promptly repair any deficiencies or damage identified at any time by the City or the District; this includes the implementation of cost-effective remedies for inflow and infiltration in the District sewer system that significantly increases the City's operational costs or significantly impacts the capacity of any City sewer infrastructure. The District's maintenance must ensure that inflow and infiltration into the City's system do not become excessive. Inflow and infiltration is excessive if the rainfall-induced peak flow rate results, or will result, in chronic operational problems during storm events (for example, sewer surcharge, manhole overflows and backups into buildings). In addition, inflow and infiltration is also excessive if flow exceeds 275 gallons per person per day in the Service Area; there shall be a rebuttable presumption that each single family residential unit in the service area houses 3.7 people.

10. Developer shall connect the wastewater collection system serving the Silver Creek Subdivision to the City's wastewater collection system. The City and District acknowledge that customers located in Lots 1 through 7, both inclusive, of Silver Creek Subdivision shown on Exhibit A are and shall become District customers. Accordingly, within 60 days of the date on which this Agreement becomes effective, District shall pay City's regular connection fee per residential unit or the equivalent

which is required for sewer connection to City's wastewater treatment and collection system. The amount of said payment shall be \$4,200.00 which represents a one-time connection charge. This charge represents a \$600.00 per unit fee for 7 units.

11. 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 District shall provide a monthly Wholesale Treatment Report (consisting of water usage information provided by Public Water Supply District Number 4) for the Service Area listing all the District customers in said Service Area that are receiving wholesale treatment from the City. The Report shall list water usage per customer. The usage per customer will be based on readings from the water provider of the customer and shall reflect average water usage determined according to regulations outlined in Section 3.7 of the District's User Rate Regulations. If a property is vacant and there is no water usage, that property will not be included in the Wholesale Treatment Report.

12. The City shall submit to the District a monthly bill for the Service Area based on the Wholesale Treatment Report for said Service Area. The District agrees to pay the amount billed by the due date in the bill, which shall provide at least 10 days for payment. The District shall be subject to the same late fee assessment as other customers of the City's sewer system.
13. The City may install a calibrated flow meter in the Connecting Sewer at its own expense. The City shall give the District at least 30-days' notice prior to installing a flow meter and will share data from the flow meter with the District.
14. Property owners of Lots 1 through 7, both inclusive, on the attached Exhibit A shall not be required to annex their property or develop to City standards in order to receive sewer service from the District.
15. City shall be responsible for providing adequate treatment and collection capacity in its system, downstream of the service area shown in Exhibit A of this Agreement, to handle all reasonably anticipated users within the geographic areas within the scope of this agreement. 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 approval shall not be unreasonably withheld, which generates wastewater in quantity greater than normal domestic flows or which contains any contaminants in concentrations greater than normally found in domestic wastewater.

16. 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 five (5) 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.
17. 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.
18. This agreement is not intended to confer any rights or remedies on any person other than the parties.
19. 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.
20. 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.
21. Any amendments to this agreement shall be in writing.
22. Both parties will enact and enforce sewer use and user charge ordinances which are

acceptable to the Missouri Department of Natural Resources. Both parties agree to adopt user charge ordinances which will proportionately recover all operation, maintenance and replacement costs for which each party is responsible. Both parties will enact industrial pre-treatment ordinances as appropriate. Both parties shall comply with all Department of Natural Resources regulations in performing its obligations under this agreement.

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

CITY OF HALLSVILLE, MISSOURI

By: 
Logan Carter
Mayor


ATTEST:


Kenyetta Ridgway-Sample
City Clerk

BOONE COUNTY REGIONAL SEWER DISTRICT

By: 
Tom Ratermann
General Manager

ATTEST:


Lesley Oswald
Assistant Secretary, Board of Trustees

APPROVED AS TO FORM:



L. Whiteside, General Counsel

Exhibit A

