BCRSD
Boone County Regional Sewer District
Clean water for your future

1314 North 7th Street
Columbia, MO 65201
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August 5, 2021

Mayor Mike Butler
Alderwoman Ashley Long
Alderman Steve Crosswhite
Alderwoman Janice Butler
Alderman Kyle Schultz
City of Sturgeon, Missouri
P. O. Box 387
303 Station Dr.
Sturgeon, MO 65284
And by e-mail

RE: Wastewater operations and maintenance agreement - City of Sturgeon, Boone County, Missouri

Dear Mayor Butler and Board Members:

I am writing to you on behalf of the Boone County Regional Sewer District's Board of Trustees. Enclosed please find a Wastewater Operations and Maintenance Agreement along with Exhibits A and B.

First and foremost, we believe that the Sewer District is well qualified to provide operations and maintenance of Sturgeon's wastewater collection and treatment system. Our equipment and personnel stationed in Columbia are about 30 minutes away from Sturgeon. Our wastewater operators located in Columbia are skilled in operating wastewater treatment systems and have the most advanced certifications from the Missouri Department of Natural Resources (MDNR). Our management staff have a wealth of experience dealing with the technical, financial and regulatory issues involved in operating a wastewater utility.

Further as part of developing the Sewer District's proposal to Sturgeon, we closely examined the collection system and the treatment system. I would like to provide you a separate report of our findings, primarily on the 4 pump stations. And finally, the Sewer District has hired, at its expense, McClure Engineering to provide a report on Sturgeon's system, primarily the treatment and irrigation system.

If the enclosed agreement is acceptable to you, please sign and return to me. I will get the Chairman of the Board to Trustees to sign and will return the agreement to you. Thank you for the opportunity to work with you on this matter. If you have any questions, please call me at 573-443-2765.

Sincerely,
BOONE COUNTY REGIONAL SEWER DISTRICT

Tom Ratermann, PE
General Manager

C: File
Donna Tracy and by e-mail

WASTEWATER OPERATIONS AND MAINTENANCE AGREEMENT

THIS AGREEMENT dated the 9th day of August, 2021, by and between the City of Sturgeon, Missouri, a municipal corporation, hereinafter "City" and Boone County Regional Sewer District, a sewer district organized pursuant to the provisions of Chapter 204 RSMo, hereinafter "District."

WITNESSETH:

WHEREAS, City desires to enter into an agreement with the District under which District will provide for the operation and maintenance of City's wastewater collection and treatment system consisting of 4 duplex pump stations along with Permitted Feature #002, the two-cell storage lagoon, Permitted Feature #003, the Center Pivot Irrigation Field, and Permitted Feature #004, the single-cell storage basin, all the Permitted Features as described by Missouri State Operating Permit MO-0052027, hereinafter "wastewater collection and treatment system", together with necessary testing, regulatory compliance and emergency services.

WHEREAS, District is agreeable to provide the above services in accordance with the terms and conditions set forth in this agreement; and

WHEREAS, both parties are empowered to contract for the common services provided for herein and desire to memorialize their agreement.

NOW, THEREFORE, in consideration of the performance of the mutual agreements and promises hereinafter contained, the parties agree to the following:

1. **DISTRICT SERVICES:** District agrees to provide the following services to City under the terms and conditions of this agreement:

1.1 ***Wastewater Treatment Facility Operation and Maintenance*** - District agrees to operate and maintain City's wastewater collection and treatment system in accordance with

Exhibit A which is attached hereto and made a part hereof by reference. In exchange for District's operation and maintenance of City's wastewater collection and treatment system, City shall pay District the sum of $41,783.15 annually, in equal monthly payments of $3,481.93.

1.2 ***Other Work*** - District agrees to provide other work not described in the attached Exhibit A as is necessary to operate and maintain City's wastewater collection and treatment system in accordance with the rates shown on Exhibit B which is attached hereto and made a part hereof by reference.

2. **RECORDS:** District agrees to maintain written records of all services, activities, analyses, repairs, reports and other materials compiled by it for or in connection with performance of the terms and conditions of this agreement. All such records shall be made available to City upon advance notice and request for inspection and copying for the use and information of City.

3. **REGULATORY COMPLIANCE:** District agrees to provide all testing services necessary for determination of compliance with the terms and conditions of City's Missouri Department of Natural Resources issued operating permit associated with its wastewater collection and treatment system, except that District shall not be responsible for non-compliance with such permit for reasons outside of District's performance of its obligations under this agreement, such as non-compliance due to degeneration of or damage to materials and equipment from normal wear and tear or other cause beyond the control of District, design errors and omissions in the facilities and other conditions which were not or are not within the control of District. District agrees only to provide required sampling, testing, analysis and reporting to satisfy the terms and conditions of the permit associated with the lagoon. Any remedial work

made necessary due to noncompliance with the requirements of such permit shall be either contracted for by City without participation of the District or performed or subcontracted by the District on a time and materials or direct cost basis. All such remedial work shall be performed only at the direction of City; District assumes no responsibility for performance of remedial work after reporting the necessity of such remedial measures to City unless or until so directed by City.

4. **SUBCONTRACTS:** It is agreed District may contract or subcontract with any persons, firms, corporations, partnerships, political subdivisions or other organizations to carry out its responsibilities under this agreement and that City may, upon notification to District, contract with any persons, firms, corporations, partnerships, political subdivisions or other organizations for performance of any work to be performed by District under this agreement, other than operations and maintenance services provided to City for the monthly lump sum amount specified herein.

6. **INSURANCE:** City agrees it shall purchase or maintain existing comprehensive general liability insurance at its own expense naming both the City and the District as insureds; such insurance shall be in such amounts as are mutually agreed upon by City and District. City agrees to provide written evidence of such insurance to District within five days advance written notice by District.

7. **INDEMNITY:** District agrees that it shall indemnify, defend and hold City harmless from any and all liability, damage, expense, cause of action, claim, suit or judgment arising from injury or damage to persons or property directly or indirectly caused by or arising from any acts or omissions of District, its subcontractors, agents or employees in relation to

District's obligations under this agreement to the extent that such liability, damage, expense, claim, suit or judgment is not covered by insurance. City agrees it shall indemnify, defend and hold District harmless from any and all liability, damage, expense, cause of action, claim or judgment arising from injury or damage to persons or property, directly or indirectly caused by or arising from any acts or omissions of City, its subcontractors, agents or employees, in relation to City's obligations under this agreement, to the extent such liability, damage, expense, cause of action, claim, suit or judgment is not covered by insurance.

8. **TERM OF AGREEMENT AND RENEWAL:** This agreement shall be for a term of one year beginning August 9th, 2021and ending August 9th, 2022, and may be renewed for additional one-year terms by mutual agreement of the parties; provided, however, that the parties to this agreement may renegotiate any additional terms, duties, responsibilities or compensation amounts for any renewal term. In the event this agreement is not renewed upon the expiration of any one-year term, the agreement shall continue on a month-to-month basis under the same terms and conditions contained in this agreement or the then current agreement, unless notice of termination is given as specified below.

9. **TERMINATION:** This agreement may be terminated by either party by providing written notice to the non-terminating party at least thirty days prior to the end of the initial term of this agreement or any renewal term or for material breach of any term or condition of this agreement; otherwise, this agreement may be terminated for any reason upon one party giving the other party at least ninety (90) days advance written notice of termination.

10. **ENTIRE AGREEMENT AND MODIFICATION:** This agreement is the entire agreement between the parties and supersedes and cancels any and all prior agreements,

negotiations, understandings, whether verbal or written in form, which predate this agreement. This agreement may be modified by written amendment signed by both parties hereto; no oral modification of this agreement shall be enforceable unless and until such modification is confirmed in writing and signed by authorized representatives for each party to this agreement who obtain such authorization by ordinance or official resolution of the governmental entity which they represent.

11. **BINDING EFFECT**: This agreement shall be binding upon and enure to the benefit of the parties hereto and their respective successors and assigns and no benefit or obligation of any term or condition of this agreement may be assigned or delegated except as specifically authorized herein.

12. **AUTHORITY OF SIGNATORIES**: The persons signing this agreement hereby represent that they are duly authorized to enter into this agreement and have taken all procedural measures required by law to bind the governmental entities which are parties to this agreement.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed by their duly authorized representatives as of the date first above written.

CITY OF STURGEON, MISSOURI	**BOONE COUNTY REGIONAL SEWER DISTRICT**
By: Michael L. Butler Mayor	By: _____ Randall Chann, Chairman
ATTEST: Yvonne Bacy City Clerk	**ATTEST:** _____ Lara Florea, Assistant Secretary

City of Sturgeon – Boone County Regional Sewer District (BCRSD)

Exhibit A

Wastewater Operations and Maintenance Agreement

August 9, 2021

Irrigation Season

Task 1

3 visits per week by Certified Operator - 3 hours per visit		rate = $41.51 per hour	$124.53
Service Truck	3 hours per visit	rate = $37.55 per hour	$112.65
		Per week rate	$711.54
Irrigation season, April 1 through November 30		30 weeks	$21,346.20

Task 1 includes measuring pH, dissolved oxygen, and water temperature at the primary cell and the secondary cell of the two-cell storage lagoon twice per month. Freeboard and rainfall will also be measured each visit and recorded. This task also includes conducting an amperage check on each pump at all 4 pump stations during each visit. Pump run times will also be checked at each pump station during each visit to verify that the alternating relay is operable. Alternating relay will be repaired if not operable.

Task 1 also includes checking the single-cell storage basin, measuring the freeboard three times per week or each visit and visually inspecting the center pivot. This task also includes a monthly download of the data from the center pivot for the required E-Discharge Monitoring Reports (e-DMRS) to be submitted to the Missouri Department of Natural Resources (MDNR). Visiting the single – cell storage basin and center pivot is conditional due to the access road.

These 3 hours include travel. One hour of travel is estimated for each visit.

Non-Irrigation Season

Task 2

3 visits per week by Certified Operator - 2 hours per visit		rate = $41.51 per hour	$83.02
Service Truck	2 hours per visit	rate = $37.55 per hour	$75.10
		Per week rate	$474.36
Non-Irrigation Season, December 1 through March 30		22 weeks	$10,435.92

Task 2 includes measuring pH, dissolved oxygen, and water temperature at the primary cell and the secondary cell of the two-cell storage lagoon twice per month. Freeboard and rainfall will also be measured each visit and recorded. This task also includes conducting an amperage check on each pump at all 4 pump stations during each visit. Pump run times will also be checked at each pump station during each visit to verify that the alternating relay is operable. Alternating relay will be repaired if not operable. A weekly visit to the single-cell storage basin to record freeboard will also be conducted.

These 2 hours include travel. One hour of travel is estimated for each visit.

Quarterly Cleaning of 8 Manholes (MH)

Task 3

Vacuum Truck and 2 Operators for 4 hours each service.	Vacuum Truck – 4 hours	$409.52
	4 hours at 2 Operators	$301.12
	Total for Degreasing X 4	$2,842.56

Task 3 includes 2 Operators and a vacuum truck cleaning 8 manholes quarterly. Debris from this cleaning will be disposed of in the primary cell of the two-cell storage lagoon.

Management	$ 280 per month	$3,360.00

Task 4

Task 4 includes supervision of wastewater treatment plant operators and equipment operators, preparing e-DMRS and notifying the designated personnel of the City of Sturgeon with the submission of the e-DMRS to the MDNR.

If computed as a monthly average bill	Irrigation	$21,346.20
	Non-Irrigation	$10,435.92
	Quarterly MH Cleaning	$2,842.56
	Management	$3,360.00
	O&M Total	$37,984.68
10% Administrative Overhead (headquarters utilities, maintenance and telecommunications, continuing education and training, liability insurance, etc.)		$3,798.47
	Annual Total	$41,783.15

Monthly Rate **$3,481.93**

Locates Routine - $22.00 per locate during routine visit.

Task 5

Locates will be performed to the best of our ability with the information on City of Sturgeon maps.

No warranty or guaranty to the accuracy of the locate.

Emergency Services or Spot Repair of Sewer Main or Force Main

Task 6

Emergency services may include water in basement, manhole or pump station overflowing, audio / visual alarms at pump stations or broken force main. Will be billed according to the BCRSD 2021 Labor and Equipment Rates (see Exhibit B).

Discharge Sampling

Task 7

Any emergency discharge from either the two-cell storage lagoon or the single-cell storge basin shall be monitored for the parameters in the table below at least once during the discharge event according to the permit.

Constituent
Effluent Flow
Biochemical Oxygen Demand$_5$ (BOD)
Total Suspended Solids (TSS)
Ammonia as N
pH
Oil and Grease
E. coli
Total Nitrogen
Total Phosphorus

Effluent flow will be measured visually in the field along with pH by the use of a pH meter. BOD, TSS, and *E. Coli* will be measured in the BCRSD's laboratory. Ammonia, oil and grease, total nitrogen and total phosphorus will be measured in a contract laboratory. Also, the beginning time and ending time of the emergency discharge will be recorded.

$120.00 per sample plus laboratory costs from BCRSD 2021 Labor and Equipment Rates or contract laboratory invoice.

Other information

Tasks 1 and 2 will typically be performed by Russ Palmer, a Class A certified Wastewater Treatment Plant (WWTP) Operator. Russ has been with the BCRSD for about 26 years. A Class A certified WWTP Operator employed by the BCRSD is always available for consultation. Currently, the BCRSD employs 3 Class A certified WWTP Operators.

This scope of services does not include any mowing.

This scope of services includes making repairs up to $100.00 in material costs without prior authorization from the City of Sturgeon. Material will be billed at cost and any additional labor time will be billed according to the BCRSD 2021 Labor and Equipment Rates. An example of this type of repair involves float switches at the 4 pump stations. We believe each pump station has 4 float switches – pumps off, Pump 1 on, Pump 2 on and High - level alarm. So, Sturgeon has 16 float switches. Our experience is that 2 switches will go bad per year.

The BCRSD will record in a log book the run times of each pump station. The log book will be available upon request.

The City Clerk will receive a notice that the e-DMR has been filed with MDNR.

A BCRSD representative will be available to consult with the Sturgeon Board of Aldermen upon request at no charge.

EXHIBIT B

BOONE COUNTY REGIONAL SEWER DISTRICT
2021 LABOR AND EQUIPMENT RATES*

LABOR		RATE	UNIT
OPERATIONS MANAGER	$	60.00	hour
OPERATIONS SUPERVISOR	$	-	hour
WASTEWATER OPERATOR	$	33.90	hour
SENIOR WASTEWATER OPERATOR	$	41.51	hour
EQUIPMENT/WASTEWATER OPERATOR	$	37.64	hour
EQUIPMENT OPERATOR	$	33.58	hour
SENIOR EQUIPMENT OPERATOR	$	45.30	hour
MAINTENANCE WORKER	$	21.00	hour
PROJECT MANAGER/CONSTRUCTION INSPECTOR	$	56.91	hour
GENERAL MANAGER	$	86.15	hour

OVERTIME RATES FOR LABOR ARE 1.5 TIMES RATE SHOWN.

EQUIPMENT			
VEHICLE - 1/2 TON SERVICE TRUCK	$	37.55	hour
VEHICLE - 1 TON 4WD FLATBED WITH CRANE/HOIST BED	$	45.45	hour
VEHICLE - DUMP TRUCK	$	146.15	hour
VACUUM TANK TRUCK (2,400 GALLON CAPACITY)	$	102.38	hour
SEWER JET/ROOT CUTTING TOOL	$	146.25	hour
TV INSPECTION TRAILER	$	146.25	hour
CENTRIFUGAL PUMP 6" w/suction/discharge hoses	$	54.60	hour
CENTRIFUGAL PUMP 3"	$	3.65	hour
CENTRIFUGAL PUMP 2"	$	26.35	hour
CENTRIFUGAL PUMP 1.5"	$	26.35	hour
DIAPHRAGM PUMP 3"	$	41.00	hour
1.5, 2.0 OR 3" SUCTION HOSE 20' SECTION	$	13.70	hour
1.5, 2.0 OR 3" DISCHARGE HOSE 20' SECTION	$	13.70	hour
BACKHOE/TRAILER (Excavator)	$	238.80	hour
UTILITY TRACTOR/TRAILER/MOWER/BLADE	$	143.20	hour
PORTABLE GENERATOR 8HP	$	41.00	hour
TRIPLE GAS DETECTOR	$	32.90	hour
SMOKE BLOWER	$	22.70	hour
SMOKE BOMBS " 3 MINUTE "	$	95.55	each
VENTILATION BLOWER PORTABLE	$	20.50	hour
SAFETY TRIPOD/WINCHER/HARNESS	$	20.50	hour
CUTALL SAW 14" GAS POWERED	$	43.00	hour
CHAINSAW 18' GAS POWERED	$	43.10	hour

LABORATORY TESTING			
BOD5	$	39.00	each
TSS	$	39.00	each
pH	$	7.00	each
E. Coli	$	28.00	each

PASS THROUGH OF ACTUAL COST IF TESTED BY AN OUTSIDE LAB