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May 21, 2022

Mayor Ashley Long and Board of Aldermen
City of Sturgeon, Missouri
By e-mail only

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

Dear Mayor Long and Board Members:

Enclosed please find a Wastewater Operations and Maintenance Agreement along with Exhibits A and B for July 1st, 2022 through June 30th, 2024.

After discussion with the Sturgeon Infrastructure Committee, I have revised Section 1.1 and Section 8 of the Agreement. This revision has the same monthly payment as the Agreement I sent on May 18th; however, this revision has increased the term of the Agreement from June 30th, 2023 to June 30th, 2024.

If the enclosed agreement is acceptable to you, please sign and return to me. I will get the Chairman of the Board of 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, City of Sturgeon, by e-mail only
Steve Crosswhite, City of Sturgeon, by e-mail only
Lara Florea, BCRSD, by e-mail only
Virgil Farnen, BCRSD, by e-mail only

WASTEWATER OPERATIONS AND MAINTENANCE AGREEMENT

THIS AGREEMENT dated the ___ day of _____, 2022, 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 and authorized by Section 70.220.1 of the Revised Statutes of Missouri 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 ninety-two thousand, one hundred forty-four and 64/100 Dollars (\$92,144.64), in twenty-four (24) equal monthly payments of three thousand, eight hundred thirty-nine and 36/100 Dollars (\$3,839.36).

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 two years beginning July 1, 2022 and ending June 30, 2024, 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. This agreement may be terminated immediately without prior notice by the non-breaching party for material breach of any term or condition of this agreement by the other party. Further, this agreement may be terminated for any reason or no 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.

[Remainder of page intentionally blank; signature page follows]

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: _____
Mayor

By: _____
Randall Chann, Chairman

ATTEST:

ATTEST:

City Clerk

Lara Florea, Assistant Secretary

APPROVED AS TO FORM:

Christopher Pieper, District General Counsel

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

Exhibit A - Tasks

Wastewater Operations and Maintenance Agreement

Irrigation Season

Task 1

3 visits per week by Certified Operator with Service Truck - 3 hours per visit

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 with Service Truck - 2 hours per visit

Non-Irrigation Season, December 1 through March 30 22 weeks

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.

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.

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.

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.

Discharge Sampling

Task 6

Any emergency discharge from either the two-cell storage lagoon or the single-cell storage 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 |
| <i>E. coli</i> |
| 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.

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 current BCRSD 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.

Sturgeon Agreement Rates Through 6/30/23

| Task 1 | Rate | Hours | Per Week | Weeks | Annual |
|--------------------|-------|-------|----------|-------|--------------|
| Certified Operator | 51.27 | 9 | 461.43 | 30 | \$ 13,842.90 |
| Service Truck | 37.55 | 9 | 337.95 | 30 | \$ 10,138.50 |
| | | | | | \$ 23,981.40 |

| Task 2 | Rate | Hours | Per Week | Weeks | Annual |
|--------------------|-------|-------|----------|-------|--------------|
| Certified Operator | 51.27 | 6 | 307.62 | 22 | \$ 6,767.64 |
| Service Truck | 37.55 | 6 | 225.30 | 22 | \$ 4,956.60 |
| | | | | | \$ 11,724.24 |

| Task 3 | Rate | Hours | Per Quarter | Quarters | Annual |
|--------------|--------|-------|-------------|----------|-------------|
| Operator | 36.88 | 4 | 147.52 | 4 | \$ 590.08 |
| Operator | 36.88 | 4 | 147.52 | 4 | \$ 590.08 |
| Vacuum Truck | 102.38 | 4 | 409.52 | 4 | \$ 1,638.08 |
| | | | | | \$ 2,818.24 |

| | | | | | |
|-------------------------------|---------------|--|--|--|------------------|
| Management | 280 per Month | | | | \$ 3,360.00 |
| Sub Total | | | | | 41,883.88 |
| 10% Administration Fee | | | | | 4,188.39 |
| Annual Total | | | | | 46,072.27 |
| 2021-2022 Monthly Rate | | | | | 3,839.36 |

Additional Information:

- Locates \$22.00 per locate during routine visit
- Lab Testing \$120.00 per sample - plus outside lab costs per BCRSD 2022 Labor and Equipment Rates
- Service Calls Will be billed according to the BCRSD 2022 Labor and Equipment Rates

EXHIBIT B

BOONE COUNTY REGIONAL SEWER DISTRICT
2022 LABOR AND EQUIPMENT RATES*

| LABOR | RATE | UNIT |
|--|-------------|-------------|
| Equipment Operator | \$ 31.63 | hour |
| Wastewater Operator | \$ 32.27 | hour |
| Wastewater/Equipment Operator | \$ 36.88 | hour |
| Senior Wastewater Operator | \$ 44.29 | hour |
| Senior Equipment Operator | \$ 47.53 | hour |
| Lead Operator | \$ 51.27 | hour |
| Project Manager/Construction Inspector | \$ 59.85 | hour |
| Operations Manager | \$ 62.82 | hour |

*Overtime rates for labor are 1.5 times rates shown above.

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 (2400 Gallon Capacity) PER LOAD | \$ 729.75 | Load |
| Vacuum Tank Truck PER HOUR | \$ 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 |
| Diaphragm Pump 3" | \$ 41.00 | hour |
| Centrifugal Pump 2" | \$ 26.35 | hour |
| Centrifugal Pump 1.5" | \$ 26.35 | hour |
| Centrifugal Pump 3" | \$ 3.65 | 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/Blad | \$ 143.20 | hour |
| Portable Generator 8HP | \$ 41.00 | hour |
| Triple Gas Detector | \$ 32.90 | hour |
| Smoke Blower | \$ 22.70 | hour |
| 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 | \$ 27.60 | hour |

LABORATORY TESTING

| | | |
|------------------------------|----------|------|
| AMMONIA | \$ 22.00 | each |
| BOD5 | \$ 44.00 | each |
| E-COLI | \$ 31.00 | each |
| GREASE & OIL | \$ 43.00 | each |
| NITROGEN | \$ 22.00 | each |
| NO DISCHARGE REPORT | \$ 25.55 | each |
| pH | \$ 9.00 | each |
| PHOSPHOROUS | \$ 26.00 | each |
| TSS (Total Suspended Solids) | \$ 17.00 | each |

OTHER

| | | |
|------------------|-----------|------|
| Locates | \$ 22.00 | each |
| Lab Sample Taken | \$ 120.00 | each |

Testing are pass through of actual cost if tested by outside lab

* Labor increased per budget increase