



## Memorandum of Understanding with Hartsburg regarding RFP #08-2025 (Hartsburg Phase 2) Funding Gap - Item (K)(4)

From Jesse Stephens <JStephens@bcrsd.com>

Date Thu 1/15/2026 6:26 PM

To Jesse Stephens <JStephens@bcrsd.com>

Dear Board of Trustees,

Please find the attached memorandum of understanding that was discussed at the last meeting whereby Hartsburg agrees to pay for the current overage resulting from accepting the base bid for this project. The attached memorandum was already approved by the Hartsburg Board of Alderman.

I'm seeking a motion to allow the Executive Director to sign the attached Memorandum of Understanding on behalf of the district and deliver an executed copy to the Village of Hartsburg.



**Jesse Stephens, PE - Executive Director**  
Boone County Regional Sewer District (BCRSD)  
1314 N. 7th St., Columbia, MO 65201  
C: 573.239.4025 | O: 573.443.2774  
e: jstephens@bcrsd.com | w: www.bcrsd.com

**AMENDMENT TO MEMORANDUM OF UNDERSTANDING BETWEEN  
HARTSBURG, MISSOURI AND  
BOONE COUNTY REGIONAL SEWER DISTRICT**

**THIS AMENDMENT TO MEMORANDUM OF UNDERSTANDING BETWEEN  
HARTSBURG, MISSOURI AND BOONE COUNTY REGIONAL SEWER DISTRICT** (the  
“Amendment”) is made as of January 7, 2026 (the “Effective Date”) by and between Boone  
County Regional Sewer District, a common sewer district organized and operated under the  
provisions of Chapter 204 RSMo., (the “District”), and Hartsburg, Missouri, a Missouri municipal  
corporation (“Hartsburg”).

**Recitals:**

- A. The District and Hartsburg previously entered into that certain Memorandum of Understanding Between Hartsburg, Missouri and Boone County Regional Sewer District dated December 4, 2024 (the “MOU”).
- B. Since entering into the Agreement, the District and Hartsburg have operated pursuant to the terms of the Agreement.
- C. The District and Hartsburg desire to amend the Agreement as stated herein.

**Agreement:**

NOW THEREFORE, for and in consideration of the foregoing premises and the mutual covenants and agreements herein set forth, the parties hereto hereby stipulate, covenant, and agree as follows:

1. The MOU is hereby amended by deleting section 3, Project Administration, in its entirety and replacing it with the following:

The District agrees to lead and administer all aspects of the Project, including identifying and making final determinations related to the total scope of the Project, contracting and managing any construction, and management of the ARPA funds in compliance with all applicable laws. The District shall not be obligated to expend any funds on the Project other than funds provided pursuant to the ARPA Agreement except as otherwise provided in a separately negotiated and executed agreement. Hartsburg shall be responsible for any Project costs and expenses in excess of the ARPA funds awarded for the Project (the “Excess Costs”). Hartsburg agrees to pay all Excess Costs incurred by the District for the Project. The District shall inform Hartsburg of any Excess Costs, and the District shall not incur any Excess Costs for the Project unless the same is approved by Hartsburg. Hartsburg shall pay all Excess Costs to the District within fifteen (15) days of presentation of an invoice for the same by the District. In the event the District receives additional ARPA funds directed to the Project, the District shall use such funds to reimburse Hartsburg for its prior payment of Excess Costs.

2. The MOU is hereby amended by deleting the second sentence of section 6, Term of MOU, in its entirety and replacing it with the following:

The District may terminate this MOU upon thirty (30) days' written notice to Hartsburg.

3. **Ratification** - Except as expressly amended hereby, the Agreement shall remain in full force and effect and is hereby ratified and confirmed in all respects.

4. **Arm's Length** - The parties hereto agree that this Amendment was negotiated at arm's length and that for the purposes of interpretation neither party shall be deemed the drafter of this Amendment.

5. **Applicable Law** - This Amendment shall be governed by and construed in accordance with the laws of the State of Missouri without regard to any choice of law or conflict of law provision or rule.

6. **Counterparts** - This Amendment may be executed in two or more counterparts, and each such counterpart may be delivered electronically. Each such counterpart shall be deemed an original but all of which taken together shall constitute a single agreement. This Amendment may be delivered by facsimile or electronic transmission and documents delivered in such manner shall be binding as though an original Amendment had been delivered.

*[Remainder of Page Intentionally Blank; Signature Page(s) Follows]*

IN WITNESS WHEREOF, the undersigned have executed this Amendment as of the day and year first set forth above.

“HARTSBURG”:

**HARTSBURG, MISSOURI**

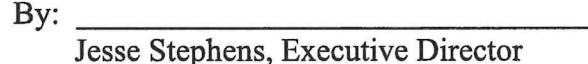
By:   
Mayor

ATTEST:

  
City Clerk

“DISTRICT”:

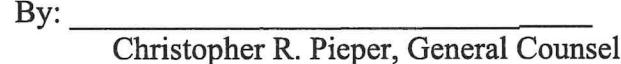
**BOONE COUNTY REGIONAL SEWER  
DISTRICT**

By:   
Jesse Stephens, Executive Director

ATTEST:

  
Secretary

FORM APPROVED:

By:   
Christopher R. Pieper, General Counsel