

**CITY OF COLUMBIA, MO
WATER LINE DIFFERENTIAL PAYMENT AGREEMENT**

THIS AGREEMENT (hereinafter "Agreement") is by and between the City of Columbia, Missouri (hereinafter "City"), a Missouri municipal corporation, and Christian Fellowship Church of Columbia, MO, Inc. (hereinafter "Owner"), an individual or business with the authority to transact business within the State of Missouri, and is entered into on the date of the last signatory below (hereinafter "Effective Date"). City and Owner are each individually referred to herein as a "Party" and collectively as the "Parties."

WHEREAS, Owner intends to extend a water line to serve real property, hereinafter called "Property," a title or description of the plat of which is detailed here:
Chapel Hill Meadows-Plat 2

WHEREAS, the City is requiring Owner increase the size of the water line in order to provide adequate service to other areas and agrees to pay Owner for the extra cost incurred to build the larger water line pursuant to **Section 22-74 of the City's Code of Ordinances**.

NOW THEREFORE, in consideration of the mutual covenants set out in this Agreement and for other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), the Parties agree as follows:

1. WATER LINE SIZE.

Sufficient Size to Serve Property: 8 inch water line
City Required Size to Serve Other Areas: 12 inch water line

2. INSTALLATION. Owner agrees to install the water line at the size required by the City, and in a manner consistent with plans approved by the City. In performing the improvement, Owner shall comply with all federal, state and local laws, rules, regulations and ordinances.

3. DIFFERENTIAL PAYMENT.

3.1. *Fixed Amount.* Pursuant to City Code 22-74, the City agrees to pay Owner a fixed amount of Thirty-Five Thousand One Hundred Twenty-Five & 40/100 dollars (\$ 35,125.40). It is expressly understood and agreed to by both Parties that this fixed amount represents the extra cost incurred by Owner in building the larger water line as provided in City Code 22-74 and in no event will the total amount to be paid by City under the terms of this Agreement exceed this amount, unless otherwise agreed to by both Parties in writing and executed as an amendment to this Agreement.

3.2. *Invoice & Payment.* Upon completion of the improvement to Property and final acceptance and approval by the City Manager, the Owner shall submit an invoice to the City in writing for the amount provided under Section 3.1 herein. City agrees to pay Owner the amount provided herein within thirty (30) days of receipt of invoice.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement by their duly authorized representatives as of the date of the last signatory to this Agreement.

****City Authorization**:** Pursuant to City Code § 22-74, the City Manager is authorized to enter into this Differential Payment Agreement for an amount up to \$25,000. If the Payment provided for herein is greater than \$25,000, then it must first be approved by City Council.

CITY OF COLUMBIA, MISSOURI

By: _____
John Glascock, City Manager

Date: _____

ATTEST: (*Only required if payment is greater than \$25,000)

Sheela Amin, City Clerk

APPROVED AS TO FORM:

Nancy Thompson, City Counselor / AK *AK*

CERTIFICATION: I hereby certify that this Agreement is within the purpose of the appropriation to which it is to be charged, Account No. 27288343-604993 W0143 and that there is an unencumbered balance to the credit of such appropriation sufficient to pay therefor.

By: _____
Matthew Lue, City Director of Finance

OWNER: Christian Fellowship Church of Columbia, MO, Inc.

By: *Philip Schaefer*
Printed Name: Philip Schaefer
Title: President
Date: 6/3/20

DIFF-EST

Chapel Hill Meadows Plat 2
 Estimate for Differential Payment
 Wednesday, May 6, 2020

This estimate is for the maximum differential payment to be allowed by
 the city for the 12" portion of water main to be constructed, serving
 Chapel Hill Meadows Plat 2
 Columbia Water and Light account # 145-1453

Quantity	Unit	Materials	8"		12"	
			Unit Price	Total	Unit Price	Total
1107	L.F.	PVC Pipe	\$ 17.09	\$ 18,918.63	\$ 30.42	\$ 33,674.94
68	L.F.	PVC Trenchless Installation	\$ 32.00	\$ 2,176.00	\$ 52.00	\$ 3,536.00
	L.F.	Steel Casing		\$ -		\$ -
	L.F.	Steel Casing Trenchless Installation		\$ -		\$ -
1	Ea	Gate Valve	\$2,429.06	\$ 2,429.06	\$5,457.76	\$ 5,457.76
3	Ea	Fitting- Reducer	\$ 567.14	\$ 1,701.42	\$ 880.36	\$ 2,641.08
5	Ea	Fitting- Bend	\$ 175.18	\$ 875.90	\$1,191.39	\$ 5,956.95
1.5	Ea	Fitting- Tee	\$ 237.14	\$ 355.71	\$2,604.64	\$ 3,906.96
4	Ea	Mechanical Joint Restraint	\$ 160.07	\$ 640.28	\$ 250.67	\$ 1,002.68
2	Ea	Main size x 6" FH Tee	\$ 237.14	\$ 474.28	\$2,604.64	\$ 5,209.28
12	Ea	Thrust Block	\$ 60.65	\$ 727.80	\$ 122.75	\$ 1,473.00
1080	L.F.	Excavation-5ft Depth	\$ 1.62	\$ 1,750.00	\$ 1.94	\$ 2,100.00
1080	L.F.	Backfill	\$ 1.00	\$ 1,079.17	\$ 1.20	\$ 1,295.00
Total Materials, Labor, and Equipment				\$ 31,128.25		\$ 66,253.65

Differential cost
 12"
 Less 8"

\$ 66,253.65
 \$ 31,128.25

\$ 35,125.40

Cost per L.F.

\$ 31.73

1107 L.F. of water line differential at \$ 31.73 per L.F. = \$ 35,125.40

Notes:

Unit price values were found through the use of RSMeans Costworks whenever possible.