

AMENDED AND RESTATED AGREEMENT

THIS AMENDED AND RESTATED AGREEMENT, by and between the City of Columbia, Missouri (hereinafter “City”), and Consolidated Public Water Supply District No. 1 (hereinafter “District”), is entered into on the date of the last signatory noted below (the “Effective Date”). City and District are each individually referred to herein as a “Party” and collectively as the “Parties”.

WHEREAS, on October 9, 1995, City and District entered into an Agreement regarding water mains, service, capacity, and maintenance in the vicinity of the Columbia Regional Airport (herein, the “1995 Agreement”); and

WHEREAS, pursuant to the 1995 Agreement:

- the District constructed a water well on the south side of State Highway H, west of the intersection of Airport Road and State Highway H (the “District well”);
- the City constructed a 16” diameter water main, from a District 12” diameter main at New Salem Road and Highway 63 extending easterly along New Salem Road to the boundary of the airport (the “New Salem main”);
- the City constructed a water main consisting of a 16” diameter section and a 12” diameter section, from the eastern terminus of the New Salem main extending northerly along Airport Road to a point on Airport Road west of the LeMone Hangar (the “Airport Road main”);
- the City constructed a 12” diameter water main, from the northern terminus of the Airport Road main extending northerly and westerly to the District well (the “Highway H main”); and
- the City tied the District well into the City’s airport water system; and

WHEREAS, pursuant to the 1995 Agreement, the City transferred the New Salem main and the Highway H main, and the easements related to each, to the District; and

WHEREAS, from the commencement of the 1995 Agreement to date, the District has provided and the City has purchased from the District water for domestic service and fire flows for the City’s own requirements and for water users on City-owned real estate within the airport, all on the terms and conditions more specifically set out in the 1995 Agreement; and

WHEREAS, subsequent to the 1995 Agreement City and District entered into a Territorial Agreement on August 6, 1998 approved by the Missouri Public Service Commission on January 26, 1999, which defined the water service area of the City to include the area denominated the “Columbia Regional Airport” as the same was legally described in Exhibits 4 and 5 to the Territorial Agreement (the area so described being referred to herein as the “Airport”) and which provides, among other things, for the transfer of customers between the Parties; and

WHEREAS, the Parties have entered into that certain Airport Customer Transfer Agreement dated _____, 2026 transferring the Airport Road main, the easements related thereto, and customers within the boundary of the Airport, to the District, on such terms as are more specifically set out therein; and

WHEREAS, in view of all of the foregoing the Parties desire to supersede, amend and restate all of the terms of the 1995 Agreement to identify what the Parties' obligations to each other under the 1995 Agreement will be going forward.

NOW, THEREFORE, in consideration of the foregoing recitals which the Parties agree are correct and material hereto, and of the mutual covenants set out herein, the Parties agree that each and every term of the 1995 Agreement is superseded by, and the 1995 Agreement is hereby amended and restated by this Amended and Restated Agreement, to provide as follows:

1. For the purposes of the District's Rules and Regulations, on City-owned property within the Airport, District service connections shall terminate at, and the point of delivery of District water to customers on City-owned property within the Airport for domestic service and fire suppression shall be, the District-owned control valves on District-owned mains. With the exceptions of (i) District-owned meters installed on or within City-owned property within the Airport pursuant to the Airport Customer Transfer Agreement, (ii) District-owned meter vaults or meter setters installed in the future to replace City-owned meter vaults or meter setters as necessary, and (iii) meters and related equipment that in the future may be installed and transferred to District ownership pursuant to written water meter closet agreements, water service contracts, or fire-suppression water service contracts with the District (collectively, "District metering facilities"), the remainder of the water service-related facilities on or within City-owned property within the Airport whether now or hereafter installed, including but not limited to waterlines, firelines, hydrants, sprinkler systems, backflow preventers, and internal piping ("City-owned water service facilities"), shall be and remain the property of the City.

2. The City shall be and remain solely responsible for maintaining the City-owned water service facilities, at the City's sole cost and expense, in a good and leak-free condition. If the District determines that any City-owned water service facilities are leaking, then following receipt of actual notice by the City Water Utility from the District: (a) City will fix the leaking City-owned water service facilities within a reasonable amount of time; (b) if the City fails to locate and fix the leaking City-owned water service facilities within a reasonable amount of time, the District may locate and fix the leaking City-owned water service facilities and bill the City therefor and the City shall pay such bill within 30 days of its receipt; and (c) if the leak has resulted in unmetered water losses to the District, then notwithstanding the Water Users Agreements entered into pursuant to the Airport Customer Transfer Agreement and the District's otherwise applicable Rules and Regulations concerning leaks, the Parties may estimate in good faith the number of gallons of such unmetered water losses and the District may bill the City therefor at the City's regular water rates, and the City shall pay such bill within 30 days of its receipt.

3. Fire hydrants that are part of the City-owned water service facilities shall not be used for purposes other than fighting fire and flushing and testing hydrants. If the District determines that any fire hydrants that are part of the City-owned water service facilities have been used for purposes other than fighting fire or testing hydrants, resulting in unmetered water losses to the District, then notwithstanding the Water Users Agreements entered into pursuant to the Airport Customer Transfer Agreement and the District's otherwise applicable Rules and Regulations concerning fire hydrants, the Parties may estimate in good faith the number of

gallons of water used and bill the City therefor at the District's regular water rates, and the City shall pay such bill within 30 days of its receipt. To the extent the City becomes aware of fire hydrants on airport property being used or planned for use for other than fighting fire or flushing or testing hydrants, City shall promptly notify the District.

4. The City shall notify the District as soon as possible if City-owned water service facilities are used for firefighting purposes, so as to allow the District to make adjustments in the District's distribution system to compensate for and assist the fire demand. The City shall give the District 24 hours' notice in the event any high-volume water discharges on City-owned property within the Airport are anticipated, including but not limited to hydrant flushing or testing.

5. Should the City or any other party currently utilizing District water service to the Airport and City-owned water service facilities at no charge by the District for fire-suppression purposes desire to make any changes to such facilities for fire-suppression purposes, such party must follow the District's Board of Directors approved procedures for District approval of, and enter into a standard fire-suppression water service contract with, the District for the provision of fire-suppression water service on the District's Board of Directors approved terms and at the District's Board of Directors approved rates for such service. Likewise, should any party not currently utilizing District water service to the Airport and City-owned water service facilities for fire-suppression purposes who in the future desires to utilize such water service and such facilities, such party must follow the District's Board of Directors approved procedures for District approval of, and enter into a Board of Directors approved fire-suppression water service contract with, the District on the District's Board of Directors approved terms and at the District's Board of Directors approved rates for such service.

6. The City and the District agree that the desired level of fire flow at the airport is 3,000 gpm for a minimum of four (4) hours. Should, as the result of any development within or around the Airport, increased capacity be necessary to meet the agreed-upon minimum fire flow, it is the express intent of the City and the District that the developer(s) responsible for the development(s) shall bear the responsibility for and the expense of providing the increased capacity necessary to meet the agreed upon minimum fire flow. The City and the District will coordinate any expansion of the water system serving the Airport. The District and the City will cooperate to facilitate additional interconnections within the systems to improve flows and circulation as the area develops.

7. District control valves on District service connections within the Airport, and any valves on City-owned water service facilities, that might affect the flows in either the District's system or the City's facilities if closed, shall remain open except for those times necessary for repairs to either. Each party agrees to keep the other informed if it plans maintenance or a valve closing that might affect the other party.

8. The term of this Amended and Restated Agreement shall be for a period of five (5) years from and after the date of its execution and thereafter it shall remain in full force and effect until either party has given the other not less than one (1) year's prior written notice of termination, in which event it shall terminate on the date specified in such notice.

9. All necessary notices shall be sent to the following:

Consolidated Public Water Supply District #1
Attn: General Manager
1500 North Seventh St.
Columbia, MO 65201

City of Columbia
Attn: City Manager
P.O. Box 6015
Columbia, MO 65205-6015

[SIGNATURES ON NEXT PAGE]

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

CITY OF COLUMBIA, MISSOURI

By: _____
De'Carlton Seewood, City Manager

Date: _____

ATTESTED BY:

Sheela Amin, City Clerk

APPROVED AS TO FORM:

Nancy Thompson, City Counselor/ek

CERTIFICATION: I hereby certify that no City funds shall be expended pursuant to this Amended and Restated Agreement.

By: _____
Matthew Lue, City Director of Finance

CONSOLIDATED PUBLIC WATER SUPPLY DISTRICT NO. 1

By: _____
John K. Collier, President

Date: _____

ATTEST:

By: _____
Lauren Kile, Clerk