

CONSOLIDATED PUBLIC WATER SUPPLY DISTRICT NO. 1
OF BOONE COUNTY, MISSOURI
1500 N Seventh Street
Columbia, Missouri

FIRE-SUPPRESSION WATER SERVICE CONTRACT
CITY OF COLUMBIA – 6909 SCOTT BOULEVARD (2020-050-20)

THIS CONTRACT is made and entered into this _____ day of _____, 2023, by and between CONSOLIDATED PUBLIC WATER SUPPLY DISTRICT NO. 1 OF BOONE COUNTY, MISSOURI, a public corporation, hereinafter called "DISTRICT," and THE CITY OF COLUMBIA, a Missouri municipal corporation, hereinafter called "OWNER" (collectively, the "Parties" and individually, a "Party").

WITNESSETH:

OWNER is the owner of an approximately 2.5 acre tract of land located at 6909 S Scott Boulevard, Columbia, Missouri and legally described in Instrument No. 2020023548, recorded at Book, 5273, Page 0113, Records of Boone County, Missouri ("OWNER'S Property") on which OWNER is constructing an approximately 10,084 square foot fire station ("OWNER'S Building"), for which OWNER desires water service from the DISTRICT for fire suppression and domestic use ("fire-suppression water service").

The Parties' progress toward the fire suppression water service is summarized as follows:

- OWNER has submitted the required application to the DISTRICT.
- DISTRICT and DISTRICT'S Engineer have completed any necessary studies and approved OWNER'S plans and specifications for facilities to provide fire-suppression water service to OWNER'S Property ("fire-suppression water facilities").
- The DISTRICT has an existing waterline easement recorded in Book 3973 Page 57, deed records of Boone County, Missouri (the "Water Line Easement"), made a part hereof,

required for the relocation and reinstallation of a certain portion of the fire-suppression water facilities to be located on OWNER'S Property.

- OWNER has paid all DISTRICT fees, expenses and deposits already invoiced to OWNER, that are due to DISTRICT prior to execution of this Contract, and that are associated with the above summarized activities, including, but not limited to: charges for a bypass meter, and estimated charges for legal, administrative and other costs incurred and to be incurred by the DISTRICT in connection with this Contract, all with the understanding, however, that the Parties shall address any differences between estimated charges paid and actual charges as provided hereinafter.

On the terms and conditions set forth hereinafter, OWNER is willing to cause the fire-suppression water facilities to be constructed per the above-referenced plans and specifications and operated per DISTRICT'S Rules and Regulations.

On the terms and conditions set forth hereinafter, DISTRICT is willing to accept ownership of certain portions of the fire-suppression water facilities, and to provide fire-suppression water service and domestic water service.

NOW THEREFORE, in view of the foregoing recitals, which are hereby confirmed and made a part hereof as if specifically set forth hereinafter, and in consideration of the respective covenants of the Parties, the Parties hereby mutually agree as follows:

1. FIRE-SUPPRESSION WATER FACILITIES:

a) FACILITIES INCLUDED. The fire-suppression water facilities to be installed in or on OWNER'S Property pursuant to this Contract and through which DISTRICT fire-suppression water service and domestic water service is to be provided pursuant to this Contract include:

- a DISTRICT Connection Assembly located at the DISTRICT main;
- a DISTRICT Connection Assembly Downstream Isolation Valve located at the DISTRICT Connection Assembly;
- 2 fire hydrants located on OWNER'S Property;
- An 8" fireline extending north from the DISTRICT Connection Assembly to one of the two hydrants and extending southwest from the District Connection Assembly to the other of the two hydrants;
- A 4" fireline (also called a 4" combined domestic water & fire-suppression line) extending from the north hydrant into OWNER'S Building (the 8" fireline and the 4" fireline collectively referred to hereinafter as "the fireline");
- a Detector Assembly backflow preventer and bypass meter, installed on the fireline within OWNER'S Building;
- a fire sprinkler system within OWNER'S Building;

- and a 1” domestic water meter (referred to hereinafter simply as the “domestic water meter”) located within OWNER’S Building and served off the fireline riser upstream of the sprinkler system detector assembly backflow preventer.

2. INSTALLATION/INSPECTION AND TESTING:

a) INSPECTION DURING INSTALLATION: OWNER shall give DISTRICT no less than seventy-two (72) hours’ advance written notice of the commencement of the installation (and relocation and reinstallation, as the case may be, collectively referred to as “installation”) of the fire-suppression water facilities pursuant to the terms of this Contract, and DISTRICT shall have the right to have a representative present to inspect the installation work as the same is being done. Any disputes arising from any objection by DISTRICT that said installations are not being made in accordance with the terms of this Contract shall be settled by the Board of Directors of the DISTRICT.

b) INSTALLATION. OWNER shall, at OWNER’S expense and within 12 months after the date of this Contract, cause a construction contractor pre-approved by DISTRICT to install the fire-suppression water facilities described above as provided in the construction detail-level plans prepared by Crockett Engineering Consultants dated April 14, 2022, and J-Squared Engineering dated April 14, 2022 and August 31, 2022, entitled The City of Columbia Firehouse #11, containing 3 pages, attached hereto as **Exhibit “A.”** OWNER shall cause such construction contractor to install the portions of the fire-suppression water facilities that will not be located within OWNER’S Building and that will be conveyed to the DISTRICT by Bill of Sale as provided hereinafter, to be installed within the Water Line Easement. Certain portions of the fire-suppression water facilities and domestic water service facilities shall be located in OWNER’S Building as shown in the exhibit labeled Owner-Owned Fire-Suppression Water Facilities attached hereto as **Exhibit “B.”** DISTRICT personnel shall be permitted access to thereto, as provided hereinafter. OWNER shall cause such construction contractor to install the fire-suppression water facilities in accordance with: the exhibit labeled DISTRICT Connection Assembly Facilities attached hereto as **Exhibit “C”**; the DISTRICT’S Standard Specifications and Typical Construction Details in effect at the time of construction, a copy of which OWNER may access through the DISTRICT’S website or by requesting the same from the DISTRICT; the rules and regulations of the Missouri Department of Health and Senior Services; the rules and regulations of the Missouri Department of Natural Resources (“MDNR”); the requirements of MDNR’s Division of Environmental Quality Water Pollution Control Branch; the rules and regulations of the Missouri Clean Water Commission; and as provided in this Contract.

c) MDNR-RELATED TESTING: Upon completion of the aforesaid installation work in accordance with the provisions of this Contract, DISTRICT shall furnish temporary water to the aforesaid fire-suppression water facilities in connection with OWNER’S construction contractor flushing and testing said facilities in accordance with MDNR rules and regulations.

3. PRESSURE TESTING: Upon installation of the fireline, OWNER or OWNER’S construction contractor shall pressure test the fireline to confirm there are no leaks, and shall

provide DISTRICT in writing the results of said pressure test. DISTRICT shall have the right to verify the results of said pressure test.

4. ESTIMATED CHARGES/PAYMENT/REFUND:

a) If the DISTRICT engineer's actual charges for its engineering work related to the fire-suppression water facilities exceed the \$1,000.00 previously estimated by the DISTRICT, then upon completion of such engineering work OWNER will on DISTRICT's demand pay DISTRICT the actual charges for such engineering work. If OWNER'S prior payment for such engineering work exceeds the DISTRICT engineer's actual charges for such engineering work, however, then upon completion of such engineering work the DISTRICT will refund to OWNER without interest the difference between OWNER'S payment and such actual charges.

b) If the actual charges incurred by the DISTRICT for legal, administrative and other costs, in connection with OWNER'S application to the DISTRICT and this Contract ("Contract Expenses") exceed the \$3,177.77 previously estimated by the DISTRICT and paid by OWNER to DISTRICT, OWNER shall pay the difference to the DISTRICT upon the DISTRICT'S demand, with such payment being one condition, among others, of DISTRICT'S acceptance of the Bill of Sale described hereinafter. If the actual amount of said Contract Expenses incurred is less than the amount paid, however, then after DISTRICT acceptance of the Bill of Sale, and upon approval of the Board of Directors of the DISTRICT, the DISTRICT will refund to OWNER without interest the difference between the amount paid by OWNER and the actual amount of the Contract Expenses.

5. WARRANTY DEPOSIT/CORRECTION OF WORK/INDEMNITY:

a) WARRANTY DEPOSIT. Concurrent with OWNER'S execution of this Contract, OWNER shall deposit with the DISTRICT the sum of \$1,000.00 to ensure the performance of any correction of work required by DISTRICT pursuant to subparagraph b) of this paragraph. The DISTRICT shall hold, expend and disburse said warranty deposit funds as provided in said subparagraph b).

b) CORRECTION OF WORK. OWNER shall repair or replace, at OWNER'S expense, any defective work or materials installed under this Contract which arise or become apparent within one (1) year after DISTRICT acceptance (described hereinafter) of the DISTRICT-OWNED fire-suppression water facilities described in the Bill of Sale (described hereinafter) (said one-year period hereinafter referred to as the "Warranty Period"), whether such defective work or materials relate to the DISTRICT-OWNED fire-suppression facilities or the OWNER-OWNED fire-suppression facilities (both hereinafter defined). In addition, within the Warranty Period OWNER shall perform such backfilling work, erosion control work, seeding and mulching, and cleanup work which the DISTRICT determines is needed. In the event OWNER fails to perform any of the work described in the preceding sentences of this subparagraph b), the DISTRICT shall have the right to expend as much of the warranty deposit described in subparagraph a) of this paragraph as needed to perform said work. In the event the warranty deposit is inadequate to pay for said work, OWNER shall on demand pay to DISTRICT the amount of said excess cost. In the event the cost incurred by the DISTRICT in performing the

aforesaid work is less than the amount of said warranty deposit, the DISTRICT shall, promptly after the later of the end of Warranty Period and the DISTRICT'S performance of any said work, refund to OWNER the amount of said excess, without interest. In addition to the foregoing, but without waiving sovereign immunity, OWNER agrees to be responsible for any loss or damage to the DISTRICT arising from any faulty workmanship or materials performed or installed by OWNER pursuant to this Contract.

6. BILL OF SALE: Upon completion of the aforesaid installation work in accordance with the provisions of this Contract and upon OWNER'S compliance with all of the other provisions of this Contract, OWNER shall execute the Bill of Sale prepared by the DISTRICT and attached hereto as **Exhibit "D,"** transferring title to the following portions of the fire-suppression water facilities to the DISTRICT:

- DISTRICT Connection Assembly Downstream Isolation Valve,
- Detector Assembly backflow preventer bypass meter located within OWNER'S Building
- domestic water meter located within OWNER'S Building

(the "DISTRICT-OWNED fire-suppression water facilities"). Unless and until OWNER executes and delivers the Bill of Sale to the DISTRICT, notwithstanding the other provisions of this Contract, the DISTRICT shall have the right to refuse to provide fire-suppression water service to OWNER'S Property and the right to refuse to provide domestic water service to OWNER'S Property via the fire-suppression water facilities.

7. ACCEPTANCE: Upon receipt of the above said Bill of Sale, DISTRICT shall signify acceptance of the DISTRICT-OWNED fire-suppression water facilities described in the Bill of Sale by written notice to OWNER of said acceptance, and thereupon all of the DISTRICT-OWNED fire-suppression water facilities listed in the Bill of Sale and installed pursuant to the terms of this Contract shall become and be deemed the property of the DISTRICT. Said fire-suppression water facilities must be accepted by DISTRICT prior to DISTRICT'S provision of fire-suppression water service.

8. OWNER'S PRIVATE PROPERTY: All portions of the fire-suppression water facilities not transferred by Bill of Sale to the DISTRICT and accepted by the DISTRICT as provided above shall be and remain the private property of OWNER (sometimes referred to herein as "OWNER-OWNED fire-suppression water facilities") and shall be and remain OWNER'S responsibility, including but not limited to the fireline, hydrants and sprinkler system.

9. WATER SERVICE:

a) PURPOSES. The DISTRICT will furnish fire-suppression water service and domestic water service through the District Connection Assembly and the waterline on OWNER'S Property, to OWNER. Use of such service for any purposes other than fire suppression and domestic use shall be grounds for the DISTRICT to discontinue such water service to OWNER'S Property and to take such other actions described in the DISTRICT Rules and Regulations as the same now exist and as the same may from time to time be amended.

b) SERVICE, FEES AND RATES. DISTRICT Water Service Application & Water Users Agreement for domestic water service attached hereto as **Exhibit "E"** (which use and water service is referred to therein as "Non-domestic (business, commercial, industrial)" solely for purposes of distinguishing it from household use and water service but is

nonetheless referred to herein as “domestic”), and the DISTRICT Water Service Application & Water Users Agreement for fire-suppression water service attached hereto as **Exhibit “F.”** Water service furnished pursuant to said agreements will be furnished by the DISTRICT in accordance with the By-laws, Rules and Regulations of the DISTRICT as the same now exist and as the same may from time to time be amended, with which OWNER hereby agrees to comply. Such service shall not commence, however, unless and until OWNER pays DISTRICT’S invoiced charges to OWNER for the 1” domestic water meter (\$344.00) and the associated domestic water meter deposit (\$200.00). Upon commencement of such water service, and for so long as the fireline is connected to the DISTRICT Connection Assembly, OWNER shall pay the DISTRICT’S standard water user fees and shall pay for the water service provided, at such fees and rates, in the manner, and at such times, as established by the DISTRICT from time to time.

10. DISTRICT’S RIGHTS TO ENTER AND CONDUCT ACTIVITIES: As a condition of furnishing the water service described above, the DISTRICT shall have the right to enter, and OWNER shall permit the DISTRICT to enter, by vehicle and on foot, OWNER’S Property, including OWNER’S Building, and upon entry shall have the right to conduct activities related to the water service provided by the DISTRICT, including but not limited to:

- installation, repair, replacement, upgrading, flushing, pressure testing and other testing, sampling, and reading, of the fire-suppression water facilities; and
- verifying OWNER’S compliance with the provisions of this Contract, and with the By-laws, Rules and Regulations of the DISTRICT.

The DISTRICT’S right to flush shall include the right to flush DISTRICT-owned waterlines located in OWNER’S Property as well as the fire hydrants, the fireline, and other waterlines in OWNER’S Property owned by OWNER, and the right to discharge water from said flushing activities onto OWNER’S Property.

11. OWNER’S ONGOING RESPONSIBILITIES: As conditions to the DISTRICT furnishing the water service described above:

a) BACTERIOLOGICAL TEST. OWNER shall at the time of the initial installation of the District Connection Assembly, and within two (2) days after each opening of the fireline, furnish to the DISTRICT the results of a bacteriological test on the water in the fireline showing that the same are in compliance with all laws, rules, regulations and codes applicable to the same.

b) 24 HOUR PRIOR NOTICE. OWNER shall provide DISTRICT not less than 24 hours prior notice of the testing of any OWNER-owned fire-suppression water facilities on OWNER’S Property, including but not limited to testing of the sprinkler system, fire hydrants and any pumps, the testing of all of which can cause discoloration of water, or changes in the water pressure of the DISTRICT. OWNER shall not schedule tests of OWNER-OWNED fire-suppression water facilities on holidays, weekends, or the day before holidays or weekends unless approved by the DISTRICT in advance.

c) PERIODIC INSPECTION/NOTICE TO DISTRICT/RESPONSIBILITY FOR DAMAGE. OWNER shall keep the areas of OWNER’S Building in which the fire-suppression water facilities are located secured, lighted, heated, and

equipped with an adequate drain for such facilities. Notwithstanding DISTRICT'S rights to access OWNER'S Property and OWNER'S Building, and to conduct the activities described in this Contract that the DISTRICT determines necessary, OWNER shall be responsible for inspecting, and shall periodically inspect, such areas and shall immediately notify DISTRICT of any leaks or problems with DISTRICT meters. Notwithstanding any notice from OWNER to DISTRICT concerning leaks or problems with DISTRICT meters located in OWNER'S Building, however, OWNER SHALL BE AND REMAIN SOLELY RESPONSIBLE FOR, AND THE DISTRICT SHALL NOT BE RESPONSIBLE FOR, DAMAGE FROM ANY WATER LEAKS, SHOULD THEY EVER OCCUR.

d) WATERLINE LEAKS/NOTICE TO DISTRICT. OWNER shall notify DISTRICT promptly of any water leaks in the fireline on OWNER'S PROPERTY. Immediately, in the event of a substantial water leak in the fireline (determined in the DISTRICT'S discretion) or following a time limit specified by the DISTRICT if a water leak in the fireline is not repaired within such time limit to the satisfaction of the DISTRICT, the DISTRICT shall have the right to terminate water service under this Contract until OWNER repairs said water leak in a good and workmanlike manner to the satisfaction of the DISTRICT.

e) ANNUAL BACKFLOW TEST. OWNER shall, annually, commencing on a date not later than January 30th of the year following the year this Contract is executed (or any other annual date mutually agreed upon in writing by OWNER and DISTRICT), have the fire sprinkler system backflow preventer installed on OWNER'S Property, as well as any other backflow preventers on domestic and other waterlines and water-related facilities, such as boilers, in OWNER'S Building that are required to be tested annually, inspected and tested by a state certified backflow inspector, and shall furnish to DISTRICT a report prepared by said state certified backflow inspector showing that the above described fire-suppression water facilities are in compliance with all laws, rules, regulations and codes applicable to the same.

f) FIRE HYDRANT MAINTENANCE, USE AND TESTING. OWNER shall maintain the fire hydrants installed on OWNER'S Property in good condition and repair. Owner shall allow use and testing of the fire hydrants by DISTRICT.

g) RESPONSIBILITY FOR DETECTOR ASSEMBLY BACKFLOW PREVENTER/DAMAGE TO BYPASS METER. OWNER shall be and remain responsible for repair, testing or replacement of the Detector Assembly Backflow Preventer per manufacturer's specifications, or as required by 10 CSR 60-11.010 Prevention of Backflow (as the same may hereafter be amended) and the Backflow Regulations of the DISTRICT. Removal, alteration, tampering, damage, or disrepair of the Detector Assembly Backflow Preventer, shall be grounds for the DISTRICT to discontinue water service to OWNER'S Property until the Detector Assembly Backflow Preventer is restored to proper working condition at OWNER'S sole expense. Similarly, removal, alteration, or damage to the DISTRICT-owned bypass meter on the Detector Assembly Backflow Preventer by anyone other than the DISTRICT shall be grounds for the DISTRICT to discontinue water service to OWNER'S Property until the bypass meter is repaired or restored to proper working condition, or replaced, at OWNER'S sole expense.

h) RESPONSIBILITY FOR DAMAGE TO DOMESTIC WATER METER. Removal, alteration or damage to the domestic water meter by anyone other than the DISTRICT shall be grounds for the DISTRICT to discontinue domestic water service until the domestic water meter is repaired or restored to proper working condition or replaced, at OWNER'S sole expense.

i) RESPONSIBILITY FOR DAMAGE TO DISTRICT CONNECTION ASSEMBLY. Without waiving sovereign immunity, OWNER agrees to be responsible for any damage inflicted upon the District Connection Assembly facilities installed pursuant to the terms of this Contract which damage was inflicted by any person in connection with the development of OWNER'S Property, including initial installation of streets, utilities and structures on said land.

j) SEWER INSTALLATION. OWNER agrees that any sewage facilities heretofore or hereafter installed on OWNER'S Property have been or shall be installed, and shall be maintained, in accordance with the requirements of the rules and regulations of the Missouri Department of Health and Senior Services; the rules and regulations of MDNR; the requirements of MDNR's Division of Environmental Quality Water Pollution Control Branch; and the rules and regulations of the Missouri Clean Water Commission, or their successors.

k) CHANGE OF OWNERSHIP. OWNER represents and warrants to DISTRICT that it is the owner of OWNER'S Property. In the event at any time hereafter there is a proposed change in the current ownership interests of OWNER in OWNER'S Property, the transferor and the transferee must give the DISTRICT prior written notice of the proposed transfer date and upon said change of ownership interest shall give written notice to DISTRICT as to the name and address of the new owners of said ownership interests in said OWNER'S Property and the new owner shall be obligated to perform the obligations of OWNER hereunder.

l) TERMINATION: In the event hereafter OWNER desires to terminate the water service furnished by DISTRICT under this Contract, OWNER shall give to DISTRICT not less than sixty (60) days' written notice of election to terminate this Contract specifying the termination date, and attached to said notice must be a written approval of said termination signed by an authorized representative of the local Fire Department having jurisdiction, and a written approval of said termination signed by a authorized representative of the local Planning Department having jurisdiction. OWNER shall at OWNER'S expense have the DISTRICT close the valves of the DISTRICT Connection Assembly, and upon no less than 24 hours' prior notice to DISTRICT, OWNER shall disconnect the fireline from the DISTRICT Connection Assembly and from the water system of the DISTRICT and shall install a plug (Mechanical Joint Fitting) approved by the DISTRICT at the DISTRICT's downstream isolation valve where the disconnection is made. OWNER'S said disconnection work shall be performed in accordance with any plans and specifications provided by the DISTRICT.

12. LIABILITY RELEASE: The DISTRICT does not guarantee that any specified pressure or quantity of water will be furnished by DISTRICT through the fire-suppression water facilities, and OWNER does hereby fully release and forever discharge DISTRICT from all claims, demands, actions and causes of action arising out of or resulting from the inadequacy or

nonavailability of water to supply the fire-suppression water facilities from any cause including but not limited to inadequate water pressure, inadequate water supply, nonavailability of water supply, mechanical failure, power failure or any defect in the water system of DISTRICT. Without waiving sovereign immunity, OWNER does hereby agree to be responsible for any loss or damage resulting from the inadequacy or nonavailability of water to supply the fire-suppression water facilities from any cause including but not limited to inadequate water pressure, inadequate water supply, nonavailability of water supply, mechanical failure, power failure or any defect in the water system of DISTRICT.

13. OWNER'S DEFAULT: In the events (i) OWNER defaults in performing any of its obligations under this Contract, (ii) the DISTRICT sends written notice to OWNER concerning the default, and (iii) OWNER fails to cure the default within 30 days after the date the DISTRICT sent the notice, then in addition to any other remedy afforded to the DISTRICT at law, in equity, or under other provisions of this Contract, DISTRICT shall have the rights to:

- to demand and recover from OWNER all damages sustained by the DISTRICT as the result of said default, including but not limited to, a reasonable attorney fee and reasonable litigation expenses;
- to discontinue water service to OWNER'S Property provided pursuant to this Contract until OWNER has cured such defaults and paid all such damages sustained by the DISTRICT; and
- to terminate this Contract.

14. RECORDING: DISTRICT shall have the right to record a notice of this Contract in the office of the Recorder of Deeds of Boone County, Missouri.

15. SUCCESSORS AND ASSIGNS: This Contract shall be binding upon the parties hereto, their successors and assigns and shall be binding upon the successors in title to OWNER'S Property.

IN WITNESS WHEREOF, the parties have hereunto executed this Contract the day and year first above written.

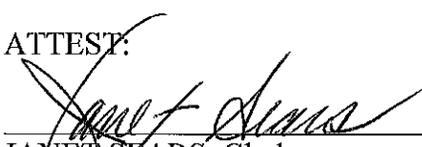
DISTRICT:

CONSOLIDATED PUBLIC WATER SUPPLY
DISTRICT NO. 1 OF BOONE COUNTY,
MISSOURI, a Missouri public corporation

BY: 

JOHN K. COLLIER, Vice President

ATTEST:



JANET SEARS, Clerk

OWNER:

CITY OF COLUMBIA, MISSOURI

By: _____
DE'CARLON SEEWOOD, City Manager

SSC

ATTEST:

By: _____
Sheela Amin, City Clerk

APPROVED AS TO FORM:

By: _____
_____, City Counselor

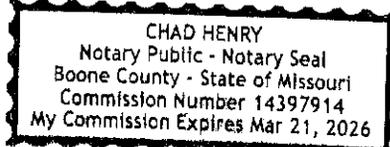
STATE OF MISSOURI)
) SS.
COUNTY OF BOONE)

On this 4th day of April, 2023, before me appeared **John K. Collier**, to me personally known, who, being by me duly sworn, did say that he is the Vice President of CONSOLIDATED PUBLIC WATER SUPPLY DISTRICT NO. 1 OF BOONE COUNTY, MISSOURI, a Missouri public corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors and the said Vice President acknowledged said instrument to be the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in Columbia, Missouri, the day and year first above written.

Chad Henry
Notary Public

My commission expires:
3-21-2026



STATE OF MISSOURI)
) SS.
COUNTY OF BOONE)

On this _____ day of _____, 2023, before me, a Notary Public in and for the aforesaid state and county, personally appeared **De'Carlton Seewood**, who executed the foregoing instrument in his/her authorized capacity as City Manager of the City of Columbia, Missouri, a municipal corporation, and who acknowledged that he executed the same in behalf of said city as its free act and deed and under the authority of the Columbia City Council.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in Columbia, Missouri, the day and year first above written.

Notary Public

My commission expires:

The City of Columbia Firehouse #11

WATER & GAS PLAN SYMBOL LEGEND

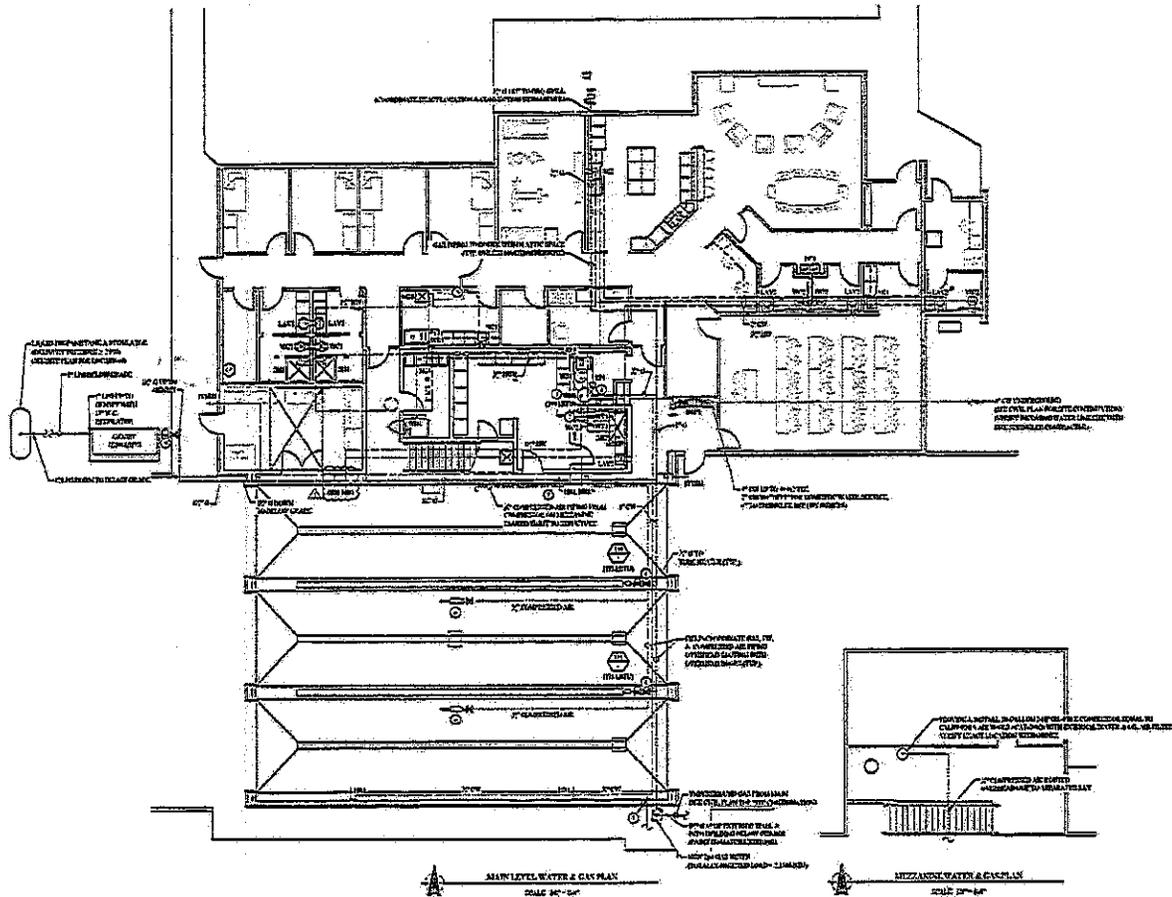
- PLUMBING LINE
- GAS PIPING LINE
- HOT WATER HEATING LINE
- HOT WATER HEATING LINE/VALVE
- HOT WATER HEATING LINE
- ⊙ MISC. SYMBOL
- ⊗ TANK
- ⊕ FRESH AIR INTAKE
- FRESH AIR INTAKE
- ⊖ FRESH AIR INTAKE
- ⊕ GAS METER
- ⊖ GAS METER
- AIR LINE
- SPECIAL SYMBOL OR CONNECTION

WATER & GAS PLAN GENERAL NOTES

1. ALL WORK SHALL BE IN ACCORDANCE WITH THE CITY OF COLUMBIA SPECIFICATIONS FOR PLUMBING AND GAS PIPING.
2. ALL WORK SHALL BE IN ACCORDANCE WITH THE CITY OF COLUMBIA SPECIFICATIONS FOR PLUMBING AND GAS PIPING.
3. ALL WORK SHALL BE IN ACCORDANCE WITH THE CITY OF COLUMBIA SPECIFICATIONS FOR PLUMBING AND GAS PIPING.

WATER & GAS PLAN NOTES

1. WATER METER SHALL BE INSTALLED AS SHOWN ON THIS PLAN.
2. WATER METER SHALL BE INSTALLED AS SHOWN ON THIS PLAN.
3. WATER METER SHALL BE INSTALLED AS SHOWN ON THIS PLAN.
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10. WATER METER SHALL BE INSTALLED AS SHOWN ON THIS PLAN.



J-SQUARED ENGINEERING
 2000 Columbia Blvd, Suite 200
 Columbia, Missouri 65203
 620.320.0000
 www.j-squared.com

PROJECT NO.	2014-01
DATE	01/15/14
DESIGNER	JSE
DATE	01/15/14
PROJECT	PLUMBING
DATE	01/15/14

3rd Level - Firehouse #11
City of Columbia Fire House #11
 400 East Broadway
 Columbia, Missouri 65203

PW101

Owner-Owned Fire-Suppression Water Facilities

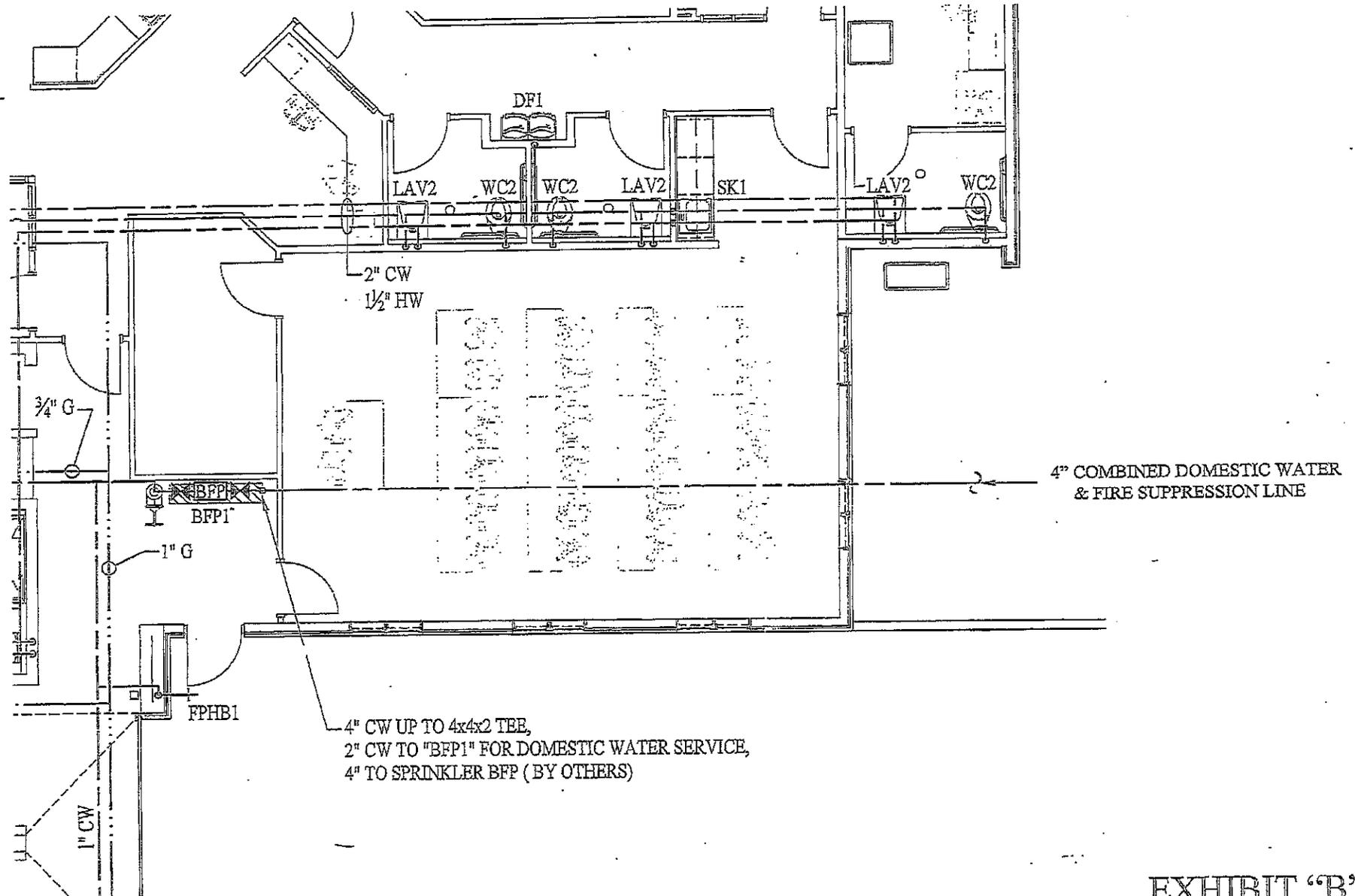


EXHIBIT "B"

BILL OF SALE

City of Columbia Firehouse #11 (2020-050-20)
6909 Scott Boulevard, Columbia, Missouri 65203

KNOW ALL PERSONS BY THESE PRESENTS, that the undersigned CITY OF COLUMBIA, MISSOURI, a municipal corporation hereinafter called "OWNER," for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby bargain, sell and deliver to CONSOLIDATED PUBLIC WATER SUPPLY DISTRICT NO. 1 OF BOONE COUNTY, MISSOURI, a public corporation, hereinafter called "DISTRICT," title to the following described property, to wit:

- DISTRICT Connection Assembly Downstream Isolation Valve installed within the Easement Area legally described in, and installed pursuant to the easement rights granted to DISTRICT in that certain Water Line Easement dated June 5, 2012 and recorded at Book 3973, Page 57, records of Boone County, Missouri;
- Detector Assembly backflow preventer bypass meter located within OWNER'S fire station located at 6909 Scott Boulevard in Boone County, Missouri ("OWNER'S Building"); and
- Domestic water meter located within OWNER'S Building

(herein, the "DISTRICT-OWNED fire suppression water facilities")

OWNER represents and warrants to and agrees with DISTRICT as follows:

1. That OWNER has paid in full all persons and entities who have furnished labor, materials, supplies and equipment used in installing the DISTRICT-OWNED fire suppression water facilities.
2. That OWNER will repair or replace at OWNER'S expense any defective work or materials furnished in installing the DISTRICT-OWNED fire suppression water facilities which arise or become apparent within one (1) year after DISTRICT'S acceptance of the DISTRICT-OWNED fire-suppression water facilities described in this Bill of Sale by written notice to OWNER of said acceptance.
3. To the best of OWNER'S knowledge, that the DISTRICT-OWNED fire suppression water facilities are free and clear of all liens and encumbrances.

Dated this _____ day of _____, 2023.

EXHIBIT "D"

Consolidated Public Water Supply District #1
of Boone County, Missouri

APPLICATION FOR WATER SERVICE
AND WATER USERS AGREEMENT

City of Columbia, Missouri
Applicant

Contact for Billing/Service

Billing Address

City Zip Code

6909 Scott Boulevard, Columbia, Missouri, 65203
Service Address or Location

Contact Email Address

Primary Phone Number Secondary Phone Number

Applicant should be at the service address or location when water service is turned on. Applicant assumes all responsibility for any open outlets resulting in water loss or damages.

Applicant contractually agrees to pay all water charges to this Water District until said applicant has terminated service, at the service address or location.

District reserves the right to discontinue water service at this service address or location without further notice if rules, regulations, and policies have not been followed.

PLEASE CHECK THE PRIMARY USE OF WATER

Household Farming Non-domestic (business, commercial, industrial)
 Other Please specify _____

The applicant certifies that the use marked is the predominant use of water. If water purchased results in a sales tax liability due to use other than stated, the applicant assumes responsibility for remitting such tax due directly to the Missouri Department of Revenue. If the nature of the use of water changes, the Water District must be notified.

WATER USERS AGREEMENT

The Applicant, being the owner or occupier of land within Consolidated Public Water Supply District No. 1, hereby makes application to said District for a water service connection and if said water service is made available by said District, agrees to the following conditions:

- To become a water user of the District Applicant has tendered \$ _____ per meter as a water meter deposit and to guarantee that Applicant's bills will be paid monthly has tendered an additional \$ _____ per meter for meter setting and service line charge. The meter setting and service line charge will not be refunded if water service connection is made available to the water user, but the meter deposit will be refunded upon application when service is discontinued and all charges and bills are paid.
- To pay the minimum monthly water charge in the amount of \$ _____ per meter for the water service connection from the time service is made available by the District, whether or not water is being used, and to pay for additional water used at the rate set out in the rate schedule adopted by the Board of Directors. Any changes made in the minimum monthly water charge and rate schedule by the Board of Directors of the District shall become a part of this agreement as though fully set out herein.
- The Rules and Regulations of the District provide that the District will read the water meters. Bills for water used will be rendered by the District on or before the 5th of the month following the month in which the water is used. The Applicant agrees to pay said service bill on or before the 15th day of the month in which the bill is rendered, or be subject to a late charge as set out in the Rules and Regulations. Failure of the District to submit a service bill shall not excuse the Applicant from its obligation to pay for the water used. Failure to pay a bill by the 1st day of the month following the month in which the bill is rendered may result in discontinuance of the service.
- The water service supplied by the District shall be for the sole use of Applicant; Applicant agrees that Applicant will not extend or permit the extension of pipes for the purpose of transferring water from one property to another, nor will Applicant share, resale, or sub-meter water to any other consumer. Each meter service shall supply water to only one residence or business establishment located on land within the District.

EXHIBIT "E"

5. If after water service is made available the same is discontinued or disconnected for any purpose, pursuant to the Bylaws and Rules and Regulations of the District, reconnection shall be upon the conditions set out in the Bylaws and Rules and Regulations of the District.

6. Applicant agrees that Applicant will make no physical connection between any private water system and the water system of the District. Representatives of the District may at any reasonable time come on the premises where the water is being used for the purpose of making inspection to enforce the provision. Violation of the provision shall be grounds for disconnection of service.

7. The laws of the State of Missouri, the Bylaws of the District, and the Rules and Regulations of the District, as presently existing, and as may be amended from time to time are made a part of this agreement as though fully set out herein.

8. Applicant further agrees that part of the consideration of the installation of service is to execute and provide the Water District with easements in usual and customary form as used by the District over and across Applicant's land for the purpose of this installation, or as may otherwise be required by the District for its water mains and facilities.

9. Applicant agrees that in the event any part of the water system of the undersigned constructed, expanded, modified or repaired after January 1, 1989 is found to contain materials that are not "lead free" the District shall have the right to remove the water meter and sever the service line serving the undersigned. The definition of "lead free" as used herein shall be as defined in the Rules and Regulations of the Missouri Department of Natural Resources as it now exists and as it may from time to time hereafter be redefined by it.

10. Applicant acknowledges and agrees that the District does not guarantee any specified pressure or quantity of water will be furnished through the above mentioned water meter, and Applicant does hereby fully release and forever discharge District from all claims, demands, actions and causes of action arising out of or resulting from the inadequacy or nonavailability of water to supply to and through the above mentioned water meter from any cause, including but not limited to inadequate water pressure, inadequate water supply, nonavailability of water supply, mechanical failure, power failure or any defect in the water system of the District. Without waiving sovereign immunity, Applicant does hereby agree to be responsible for any loss or damage, arising out of or resulting from any claim, demand, action or cause of action asserted against District by any person or entity resulting from the inadequacy or nonavailability of water to supply the above mentioned water meter from any cause, including but not limited to inadequate water pressure, inadequate water supply, nonavailability of water supply, mechanical failure, power failure or any defect in the water system of District.

11. Without waiving sovereign immunity, Applicant agrees to be responsible for any loss or damage, sustained by the District as a result of any damages from any cause inflicted upon the water meter, meter well, water valves and all other water service facilities located on the referenced land and if the District has a fixed charge for any element of the aforesaid damages the undersigned at the election of the District shall pay to District said fixed charge for said element of damage.

12. Has this location / structure previously been served by a well? No Yes

Applicant:
City of Columbia, Missouri

By: _____ Date: _____
De'Carlton Seewood, City Manager

ATTEST:

By: _____
Sheela Amin, City Clerk

APPROVED AS TO FORM:

By: _____, City Counselor

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City of Columbia, Missouri

By: _____
De'Carlon Seewood, City Manager

Date: _____

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By: _____
Sheela Amin, City Clerk

APPROVED AS TO FORM:

By: _____, City Counselor