

**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 Legacy Land Development, L.L.C. a Missouri based Limited Liability Company hereinafter "Contractor"), 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 Contractor are each individually referred to herein as a "Party" and collectively as the "Parties."

WHEREAS, Contractor intends to extend a water line to serve real property, hereinafter called "Property", an address or description of the improvement project for Property is here:

Legacy Farms, Plat no. 1 as recorded in Boone County, Missouri Records, Book 57, Page 2.

WHEREAS, the City is requiring Contractor increase the size of the water line in order to provide adequate service to other areas and agrees to pay Contractor 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.** Contractor 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, Contractor 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 Contractor a fixed amount of one hundred thousand twelve dollars and seventy cents (\$100,012.70). It is expressly understood and agreed to by both Parties that this fixed amount represents the extra cost incurred by Contractor 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 Contractor shall submit an invoice to the City in writing for the amount provided under Section 3.1 herein. City agrees to pay Contractor 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:

De'Carlon Seewood, City Manager *DS*

Date:

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

Sheela Amin, City Clerk

APPROVED AS TO FORM:

Nancy Thompson, City Counselor

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

CONTRACTOR: Legacy Land Development, L.L.C.

By:

Robert Hill

Printed

Name: Robert Hill

Title: Manager

Date: 3/3/23