



**SEWER EXTENSION AGREEMENT  
BETWEEN  
THE CITY OF COLUMBIA  
AND  
SETZER PROPERTIES, LLC**

This Sewer Extension Agreement (hereinafter "Agreement" or "Contract") by and between the City of Columbia, Missouri, a municipal corporation (hereinafter "City"), and Setzer Properties, LLC, a limited liability company organized in the State of Kentucky and with authority to transact business within the State of Missouri (hereinafter "Developer"), is made and entered into on the date of the last signatory noted below (hereinafter "Effective Date"). City and Developer are each individually referred to herein as a "Party" and collectively as the "Parties".

WHEREAS, Developer owns, or will own, a property located in unincorporated Boone County, east of Columbia city limits, near Interstate 70 Highway and State Route Z, northeast of Enterprise Drive, immediately south of the American Outdoor Brands facility, with a Boone County parcel number of 18-101-06-00-028.00 01 (hereinafter "Property"); and

WHEREAS, Developer intends to develop a trucking facility on Property with an investment estimate of \$35 million to \$40 million; and

WHEREAS, Developer has a need for sewer service at Property with estimated sewer flows of less than 3,000 gallons per day; and

WHEREAS, the January 20, 2010 cooperative agreement entitled GRINDSTONE CREEK WATERSHED – UPPER NORTH FORK; HOMINY BRANCH WATERSHED; LITTLE CEDAR CREEK WATERSHED COOPERATIVE AGREEMENT (hereinafter "Cooperative Agreement") between City and the Boone County Regional Sewer District (hereinafter "BCRSD") requires the Property to receive sewer service from the City and not from the BCRSD; and

WHEREAS, City currently lacks the funding to extend city sewer service to Property; and

WHEREAS, an on-site sewer system for Property is inconsistent with the Cooperative Agreement between the City and BCRSD and is not a viable option for Developer to move forward with the contemplated development; and

WHEREAS, to complete the sewer extension as quickly as possible, Developer desires to self-fund, design and construct the sewer extension in accordance with City standards, City code, and state statutes, and to be eligible for cost reimbursement over the next twenty (20) years through project connection fees charged by City to other property owners in the project drainage area benefitting from their connection to the new sewer extension, as set forth in City code § 22-229; and

WHEREAS, City is willing, if needed, to obtain easements necessary to extend the City sewer system to Property, to work with Developer's design engineers on this development and to charge project connection fees pursuant to City Code § 22-229.

NOW, THEREFORE, in consideration of the mutual covenants herein set forth, the

Parties agree as follows:

1. Developer, through its designers, developers and subcontractors, shall design and construct the extension of City's sanitary sewer service from the BCRSD sewer line that connects to the City's sewer system to Property as set forth in Exhibit A – Proposed Sewer (hereinafter "Development"), which is attached hereto and fully incorporated herein. Exhibit A – Proposed Sewer reflects the location of the proposed sewer, locations of existing sewers, watershed boundaries, parcels served by the proposed sewer, and the Cooperative Agreement area.
2. Developer shall incur and pay all costs associated with Development, except as otherwise provided herein. Developer shall reimburse City for any costs incurred by City toward Development, including any costs incurred in obtaining easements necessary for Development. In exchange for Developer's completion of the Development, City shall collect project connection fees (defined below) and tender such fees to Developer as described herein.
3. Developer shall comply with all City standards, City ordinances, state and federal and other applicable laws in its work on Development.
4. Developer shall obtain easements necessary for Development. If Developer is unable to obtain easements necessary for Development following appropriate notice, appraisals, good faith offers, counteroffers, and negotiation for acquisition of the easements, then City shall attempt to obtain easements necessary for Development. Developer shall reimburse City for costs incurred in obtaining such easements, including the cost of any compensation paid to individual property owners in exchange for such easements. The City shall provide Developer with copies of all appraisals, good faith offers and counteroffers with respect to the negotiation and acquisition of such easements. The City's reimbursable costs shall not include City's attorneys' fees unless Developer approves such costs in advance. Such reimbursement shall be paid by Developer to City within thirty (30) days of receipt of City's written request for reimbursement. Each easement shall include the obligation to pay the project connection fee as set forth in § 22-229.
5. A preliminary budget for the Development is attached as Exhibit B. Upon completion of Development and thereafter, Developer shall provide City with the final, actual Development cost and other information necessary to determine potential project connection fees and potential reimbursements to Developer over the next twenty (20) years as provided within § 22-229 of City code.
6. City shall facilitate potential reimbursements to Developer as provided within § 22-229 of City code commencing upon the Effective Date and continuing for a twenty-year period. Drainage areas and parcels served by the Development are reflected in Exhibit A – Proposed Sewer. Such parcels shall be considered the project recovery area as defined in § 22-229. Following the Effective Date of this Agreement, the City shall charge the owner of each parcel within the project recovery area a project connection fee as set forth in § 22-229 when such parcel connects to the Development. Each parcel's pro rata share of the reimbursable portion of the project costs is set forth on Exhibit C. The City shall tender project connection fees as follows:

- a. Within thirty (30) days of receipt of a project connection fee, City shall tender project connection fees to Developer to the extent provided in § 22-229. The City shall have no obligation to tender any project connection fee to any party other than the Developer or as otherwise provided in § 22-229.
  - b. Notwithstanding the foregoing, the City shall not have any obligation to tender any project connection fee to Developer or as otherwise provided in § 22-229 until the City has recovered all of its reimbursable costs described in paragraphs 2 and 4 above.
7. Developer shall facilitate BCRSD's inspections of, and obtain appropriate approvals from BCRSD regarding connection to, the BCRSD sewer line that connects with the City sewer system. Parties shall consult with each other regarding work on the Development and shall advise the BCRSD of work on Development. Parties shall notify BCRSD of this Agreement. In the event BCRSD fails to approve Developer's proposed connection to BCRSD's sewer line, then this Agreement shall become null and void and Developer shall be released from any obligation to construct the Development.
8. Following completion and City's Final Acceptance of the Development, except as provided herein, City shall assume responsibility for maintenance of the sanitary sewer extension in a manner similar to the City's maintenance of the City-wide sanitary sewer system. The City's review and acceptance of the Development for the purposes of assumption of maintenance responsibilities shall be based on the City's standard sanitary sewer specifications in place as of the Effective Date.
9. Developer agrees to complete the Development, as set forth herein and in Exhibit A – Proposed Sewer, in a good and workmanlike manner according to City's standards, City code and state law. Developer shall be responsible and agrees to perform all work according to the specifications, plans, material standards, mobilization, setup and construction standards, procedures and quality standards set forth in the Contract Documents. If the Development involves the installation or provision of equipment or goods with manufacturer's warranties, Developer shall transfer the manufacturer's warranty to the City. Developer further warrants and certifies that any manufacturer's warranty may be transferred to the City. If the Development involves installation of manufactured goods or equipment with manufacturer's warranties, Developer shall not install the equipment or goods in a manner that voids or limits the original manufacturer's warranty. Unless otherwise directed in writing by the City or specifically stated herein, Developer shall install the equipment or goods in the manner set forth by the manufacturer.
10. Prior to the City's acceptance of the Development, Developer shall enter into a separate agreement with City providing for Property to be annexed into City when Property becomes contiguous and compact to City limits.
11. Developer shall maintain, on a primary basis and at its sole expense, as of the Effective Date and continuing for five (5) years following the completion of the Development, the following insurance coverages and limits, including endorsements described herein regarding the Development. Developer may assign its insurance obligations under this

Agreement to its general contractor and so long as the general contractor maintains the following coverages, the provisions of this paragraph shall be deemed satisfied. The requirements contained herein, as well as City's review or acceptance of insurance maintained by Developer is not intended to, and shall not in any manner limit or qualify the liabilities or obligations assumed by Developer under this Contract. Coverage to be provided as follows by a carrier with A.M. Best minimum rating of A-VIII.

- a. **Workers' Compensation & Employers Liability.** Developer shall maintain Workers' Compensation insurance coverage in accordance with Missouri Revised Statutes or provide evidence of monopolistic state coverage with the following limits: \$500,000 policy limit for each accident, \$500,000 policy limit for each disease claim, and \$500,000 for each employee with a disease claim. Notwithstanding the foregoing, so long as Developer does not have any employees and is not statutorily required to maintain Workers' Compensation insurance, then such insurance shall not be required of Developer.
- b. **Commercial General Liability.** Developer shall maintain Commercial General Liability at a limit of not less than \$2,000,000 Each Occurrence, \$3,000,000 Annual Aggregate.
- c. Coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Contractual Liability or Cross Liability.
- d. **Business Auto Liability.** Developer shall maintain Business Automobile Liability at a limit not less than \$2,000,000 Each Occurrence, \$3,000,000 Annual Aggregate. Coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event Developer does not own automobiles, Developer agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.
- e. Developer may satisfy the minimum liability limits required for Commercial General Liability or Business Auto Liability under an Umbrella or Excess Liability policy. There is no minimum per occurrence limit of liability under the Umbrella or Excess Liability; however, the Annual Aggregate limit shall not be less than the highest "Each Occurrence" limit for either Commercial General Liability or Business Auto Liability. Developer agrees to endorse City as an Additional Insured on the Umbrella or Excess Liability, unless the Certificate of Insurance state the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.
- f. The City of Columbia, its elected officials and employees are to be Additional Insureds with respect to the Development to which these insurance requirements pertain. A certificate of insurance evidencing all coverage required is to be provided at least ten (10) days prior to the Effective Date of this Contract between Developer and City. Developer is required to maintain coverages as stated and required to notify City of a Carrier change or cancellation within two (2) business days. City reserves the right to request a copy of the policy. Developer's insurance certificate shall be attached as Exhibit F.

- g. The Parties hereto understand and agree that City is relying on, and does not waive or intend to waive by any provision of this Contract, any monetary limitations or any other rights, immunities, and protections provided by the State of Missouri, as from time to time amended, or otherwise available to City, or its elected officials or employees.
  - h. Failure to maintain the required insurance in force may be cause for termination of this Contract. In the event Developer fails to maintain and keep in force the required insurance or to obtain coverage from its subcontractors, City shall have the right to cancel and terminate this Contract without notice.
  - i. The insurance required by the provisions of this article is required in the public interest and City does not assume any liability for acts of Developer and/or their employees and/or their contractors or subcontractors in the performance of this Contract.
- 12. To the fullest extent not prohibited by law, Developer shall indemnify and hold harmless the City of Columbia, its directors, officers, agents, and employees from and against all claims, damages, losses, and expenses (including but not limited to attorney's fees) arising by reason of any act or failure to act, negligent or otherwise, of Developer, of any subcontractor (meaning anyone, including but not limited to consultants having a contract with Developer, its subcontractors for part of the Development work), of anyone directly or indirectly employed by Developer or by any of its contractors or subcontractors, or of anyone for whose acts Developer, its contractors or its subcontractor may be liable, in connection with providing these services. This provision does not, however, require Developer to indemnify, hold harmless, or defend the City of Columbia from its own negligence.
- 13. Developer shall secure all necessary licenses and permits before beginning work, keep necessary records as required, and do all work in such manner as to comply with all ordinances and laws of the city, county, state, and nation as apply to the work herein outlined.
- 14. Developer shall receive no payment from City for Development work other than potential reimbursements according to § 22-229 of City code. Developer shall, by affidavit, certify to City that all bills and claims properly due and chargeable against the Development have been satisfied and that Developer has complied with the laws relating to the payment of prevailing wage rates and that Developer shall release the City of Columbia from all further claims. The cost of all legal publications, engineering costs, costs reimbursed to the City as described in paragraph 4 above, appraisal costs, costs and attorneys' fees to obtain the private easements necessary for the Development and other costs incidental to the proper consummation of this Contract will be paid by Developer, and the total amount of such costs will be included in the total cost of the Development.
- 15. Developer shall pay:
  - a. For all transportation and utility service not later than the 20<sup>th</sup> day of the calendar month following that in which the services are rendered.

- b. For all materials, tools, and other expendable equipment, not later than the 20<sup>th</sup> day of the calendar month following that in which such materials, tools, and equipment are delivered at the site of the Development.
  - c. Developer shall, at the request of City, furnish satisfactory evidence that all obligations to subcontractors, laborers, workmen, mechanics, materialmen and furnishers of machinery and parts thereof, equipment, tools and all supplies incurred in the furtherance of the performance of the Development have been paid, discharged or waived. If Developer does not pay contractors or subcontractors or suppliers for labor and/or material properly provided, City may, but shall not be required to, pay contractors or subcontractors and suppliers directly. Any payments made to contractors or subcontractors and suppliers shall be charged against to the Developer. City shall not be liable to Developer for any such payments made in good faith. This provision shall not confer any right upon any contractor or subcontractor or supplier to seek payment directly from City.
16. Developer shall protect City against all suits for patent infringement on materials, equipment, and methods used. If the Developer is required or desires to use any design, device material, or process covered by letter patent or copyright, Developer shall arrange and provide for such use by suitable agreement with the patentee or owner, and a copy of the agreement may be required by the City. The Developer shall indemnify, defend and save harmless the City from any suit, claims, or damages arising from the infringement upon or use of any patented or copyrighted design, device, material, or process.
17. Any employee of Developer or its contractors or subcontractors, who is stationed at the site of the Development and should prove to be quarrelsome, dishonest, incompetent or inexperienced, or should not work for the good of the job, shall, upon written notice from the City, be removed by Developer and replaced by an employee with proper qualifications.
18. The Developer's rights, duties, obligations under this Agreement may be assigned, in whole or in part, by Developer, contingent upon prior written consent of City which shall not be unreasonably withheld. Further, Developer's rights, duties, obligations and right to receive reimbursement hereunder shall be automatically assigned upon the sale of the Property in the manner set forth in paragraph 42 below. Developer shall file with the City a complete list of subcontractors together with a list of the kinds of materials used. This list shall be submitted in writing to the City as soon as subcontracts are made and approved by City. Developer is prohibited from holding a retainage on any payment to a subcontractor that provides any services or work on the Development or with respect to any payment for materials, tools, and other expendable equipment used on the Development. Any subcontractor performing work under this Contract at the direction of Developer shall file a "Final Receipt of Payment and Release" form, a copy of which is attached as Exhibit H. This completed form shall be submitted to City.
19. ACCIDENT PREVENTION: Precaution shall be exercised at all times for the protection of persons (including employees) and property.
- a. The safety provisions of applicable laws, and building and construction codes shall be observed. Machinery, equipment, and all hazards shall be guarded or

eliminated in accordance with the safety provisions of the "Manual of Accident Prevention in Construction", published by the Associated General Contractors of America, to the extent that such provisions are not in contravention of applicable laws. Current standards of the Occupational Safety and Health Act shall be applied. Developer shall not commit or permit a public or private nuisance during this Development.

- b. Developer shall take all necessary steps to protect its own workers, the utility personnel, and the public from unnecessary danger or hazard during the prosecution of the work on this Development. Danger signs, warning signs, flares, lanterns, railings, barriers, sheeting, shoring, etc. shall be erected to prevent accidents from construction, falling objects, rotating machinery, electric lines, and other conditions which might present unusual hazard.
20. The City of Columbia is an equal opportunity, affirmative action employer pursuant to federal, state and local law. Developer shall comply with federal, state and local laws related to Equal Opportunity. Developer shall not discriminate based on race, color, religion, sex, national origin, ancestry, marital status, disability, sexual orientation, gender identity or expression, or any other protected category designated by local, state, or federal law.
  21. Developer is encouraged to select and use materials manufactured, assembled, or produced in the United States in the performance of this Contract whenever the quality and price are comparable with other goods.
  22. Developer shall comply with all applicable provisions of the Americans with Disabilities Act and the regulations implementing the Act, including those regulations governing employment practices. If this Contract involves Developer providing services directly to the public, Developer shall make the services, programs, and activities governed by this Contract accessible to persons with disabilities as required by the Americans with Disabilities Act and its implementing regulations. If this Contract involves construction work, the Development when completed shall comply with the requirements of the Americans with Disabilities Act and the regulations implementing the Act. Payment of funds under this Contract are conditional upon Developer certifying to the City in writing that it and the completed Development complies with the Americans with Disabilities Act and 28 CFR Part 35.
  23. All materials provided by Developer shall be new materials of high quality which shall give long life and reliable operation. All equipment shall be modern in design and shall not have been in prior service except as required by factory tests. The workmanship shall be of high quality in every detail.
  24. Developer shall keep at the job site a copy of the plans and specifications and shall at all times give City and its designees access thereto.
  25. Until Development is accepted by City, it shall be in the custody and under the charge and care of Developer. Developer shall rebuild, repair, restore, or make good, at its own expense, all damages to any portion of the Development before its completion and Final Acceptance, caused by the action of the elements or from any other reason. The City

shall have the right of full possession and use of any or all completed portions of the Development, regardless of the completion time for the Contract, and such possession and/or use shall not release Developer from the proper and adequate maintenance of any street or alley or property over which this work may go, nor shall such possession and/or use be deemed as Final Acceptance by the City.

Developer shall be responsible for a period of one (1) year from and after the date of Final Acceptance by City of the Work covered by this Contract, for any repairs or replacements caused by defective materials, workmanship, or equipment which, in the judgment of City, shall become necessary during such period. Developer shall undertake with due diligence to make the aforesaid repairs and/or replacements within ten (10) days after receiving written notice that such repairs or replacements are necessary.

If Developer should neglect to begin such repairs or replacements within this period, or, in case of emergency, where in the judgment of City, delay would cause serious loss or damage, the repairs and/or replacements may be made by City and charged to Developer.

26. All work scheduled by Developer shall be planned with the consent of City and knowledge of BCRSD and shall not in any way interfere with any utility, highway, railroad, or private property unless consent is given by authorized representatives of City. Developer shall obtain appropriate approvals from BCRSD regarding connection to the BCRSD sewer line that connects with the City sewer system.
27. No provision of this Contract is intended to nor shall it in any way inure to the benefit of any third party, so as to constitute any such person a third-party beneficiary under this Contract.
28. In addition to any failure of Developer to perform any provisions herein, Developer will be in default for the following: If Developer performs the work unsuitably, or neglects or refuses to remove materials or perform anew such work as shall be rejected as defective and unsuitable, or discontinues the prosecution of the Development, or from any other cause whatsoever does not carry on the Development in an acceptable manner, or becomes insolvent or is adjudicated a bankrupt, or commits any act of bankruptcy or insolvency, or allows any final judgment to stand against him unsatisfied for a period of ten (10) days, the City may give notice in writing by registered mail to Developer of such delay, neglect, or default. If within ten (10) days after such notice Developer does not proceed to remedy to the satisfaction of City the fault specified in said notice, City shall have full power and authority, without impairing the obligation of Contract or, to take over the completion of the Development; to appropriate or use any or all material and equipment on the ground that is suitable and acceptable; to enter into agreements with others; or to use other such methods as in its opinion may be required for the completion of Contract in an acceptable manner. Developer shall be liable for all costs and expenses incurred by City in completing the Development.

City may, by written notice, terminate this Contract in whole or in part for failure of Developer to perform any of the provisions thereof. In general, termination for default shall be effective ten (10) days from Developer's receipt of notice.



29. Developer shall comply with all requirements of the prevailing wage law of Missouri Revised Statutes Sections 290.210 to 290.340, including the latest amendments thereto. Unless the Development is exempt from the payment of prevailing wages pursuant to Section 290.230 RSMo, this Contract shall be based upon payment by Developer and its subcontractors of wage rates not less than the prevailing hourly wage rate for each craft or classification of workers engaged on the work as determined by the Missouri Division of Labor Standards. The Missouri Division of Labor Standard Annual Wage Order applicable to this Development is attached as Exhibit I.

In the event prevailing wages are required to be paid in connection with this project, Developer and each subcontractor shall keep an accurate record showing the names, occupations, and crafts of all workers employed, together with the number of hours worked by each worker and the actual wages paid to each worker. At all reasonable hours, such records shall be open to inspection by the Missouri Division of Labor Standards and City. The payroll records shall not be destroyed or removed from the State for at least one year after completion of the work.

In the event prevailing wages are required to be paid in connection with this project, pursuant to Section 290.250 RSMo, Developer shall forfeit as a penalty to City one hundred dollars (\$100.00) for each employee employed, for each calendar day, or portion thereof, such employee is paid less than the said stipulated rates for any work done under said contract, by the employee or by any subcontractor under the employee. After completion of the work and before final payment can be made under this Contract, Developer and each subcontractor must file with City an affidavit stating that they have fully complied with the provisions and requirements of the prevailing wage law of Missouri. The form of the Affidavit of Compliance with the Prevailing Wage Law is attached hereto as Exhibit J.

30. Construction Safety Program Requirements:

- a. Developer shall require all on-site employees or contractors to complete the ten-hour safety training program required pursuant to Section 292.675 RSMo, if they have not previously completed the program and have documentation of having done so. All employees or contractors working on the project are required to complete the program within sixty (60) days of beginning work on the Development.
- b. Any employee found on the worksite subject to this section without documentation of the successful completion of the course required under subsection (a) shall be afforded twenty (20) days to produce such documentation before being subject to removal from the project.
- c. Pursuant to Section 292.675 RSMo, Developer, through its general contractor, shall forfeit as a penalty to City two thousand five hundred dollars (\$2,500.00) plus one hundred dollars (\$100.00) for each employee employed by Developer or subcontractor, for each calendar day, or portion thereof, such employee is employed without the required training. The penalty shall not begin to accrue until the time periods in subsections (a.) and (b.) have elapsed. City shall withhold and retain from the amount due Developer under this Contract, all sums and amounts due and owing City as a result of any violation of this section.

31. Developer shall comply with Missouri Revised Statute Section 285.530 in that Developer shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri.

Developer shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Developer shall also complete a Work Authorization Affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. The form of the Work Authorization Affidavit is set forth in Exhibit K. Developer shall require all subcontractors to observe the requirements of this section and shall obtain a Work Authorization Affidavit from each subcontractor performing work on the Development.

32. To the extent required by Missouri Revised Statute Section 34.600, Developer certifies it is not currently engaged in and shall not, for the duration of this Agreement, engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel. If any provision of this paragraph, or the application of such provision to any person or circumstance, shall be held invalid, the remainder of this Agreement, or the application of such provision to persons or circumstances other than those as to which it is held invalid, shall not be affected thereby. This paragraph shall not apply to contracts with a total potential value of less than one hundred thousand dollars (\$100,000.00) or to contractors with fewer than ten (10) employees.
33. Developer shall perform all work on this Development in accordance the requirements set forth in this Contract and as specified in Exhibit A – Proposed Sewer.
34. In no event shall the language of this Contract constitute or be construed as a waiver or limitation for either Party's rights or defenses with regard to each Party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitutions or laws.
35. No amendment, addition to, or modification of any provision hereof shall be binding upon the Parties, and neither Party shall be deemed to have waived any provision or any remedy available to it unless such amendment, addition, modification or waiver is in writing and signed by a duly authorized officer or representative of the applicable Party or Parties.
36. This Contract shall be governed, interpreted, and enforced in accordance with the laws of the State of Missouri and/or the laws of the United States, as applicable. The venue for all litigation arising out of, or relating to this Contract, shall be in Boone County, Missouri, or the United States Western District of Missouri. The Parties hereto irrevocably agree to submit to the exclusive jurisdiction of such courts in the State of Missouri. The Parties agree to waive any defense of forum non conveniens.
37. Developer shall comply with all federal, state, and local laws, rules, regulations, and ordinances.

38. Notices:

- a. The following persons are designated by the respective Parties to act on behalf of such Party and to receive all written notices and payment invoices:

**IF TO CITY:**

City of Columbia  
Utilities Department  
P.O. Box 6015  
Columbia, MO 65205-6015

**IF TO DEVELOPER:**

Setzer Properties, LLC  
Attn: Brett Setzer  
354 Waller Ave, Ste 150  
Lexington, KY 40504

- b. Any notice required by this Contract to be given in writing or that either City or Developer wishes to give to the other in writing shall be signed by or on behalf of the Party giving notice. The notice shall be deemed to have been completed when sent by certified or registered mail to the other Party at the address set forth herein, or delivered in person to said Party or their authorized representative.
- c. Developer's designated representative shall be available to meet with City at any time during the performance of the Development and shall have full authority to act on Developer's behalf on any matter related to this Contract and/or the Development.
39. Counterparts and electronic signatures: This Agreement may be signed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document. Faxed signatures, or scanned and electronically transmitted signatures, on this Agreement or any notice delivered pursuant to this Agreement, shall be deemed to have the same legal effect as original signatures on this Agreement.
40. Contract documents: The Contract Documents include this Contract and the following attachments or exhibits, which are incorporated herein by reference.

<u>Exhibit</u>	<u>Description</u>
A	Proposed Sewer
B	Preliminary Development Budget
C	Allocation of Project Costs
D	None – reserved for future use
E	None – reserved for future use
F	Contractor's Insurance Certificate
G	None – reserved for future use
H	Final Receipt of Payment and Release
I	Missouri Division of Labor Standards Annual Wage Order Applicable for the Development
J	Affidavit of Compliance with Prevailing Wage Law
K	Work Authorization Affidavit
L	None – reserved for future use

In the event of a conflict between the terms of any Exhibit or Attachment and the terms of this Contract, the terms of this Contract control. In the event of a conflict between the terms of any Exhibit and any Attachment, the terms of the documents control in the order listed above.

41. This Contract represents the entire and integrated Contract between the Parties relative to the Development herein. All previous or contemporaneous contracts, representations, promises and conditions relating to Developer's work on this Development described herein are superseded.
  
42. Notwithstanding anything herein to the contrary, this Agreement is conditioned and contingent upon the following contingencies being satisfied on or before October 1, 2024 (the "Contingency Period"):
  - a. BCRSD shall have approved the proposed connection to the BCRSD sewer system; and
  - b. Developer must be satisfied that the proposed Development is feasible and that there is no condition, circumstance or aspect of the Development that is unacceptable, unreasonable or cost-prohibitive, all at Developer's sole and absolute discretion.

If any of the foregoing contingencies are not satisfied as of the expiration of the Contingency Period, then Developer shall have the right to elect to terminate this Agreement by delivering a written notice of termination to City within seven (7) days of the expiration of the Contingency Period. If Developer elects to terminate this Agreement, then the parties shall be released from any further obligations under this Agreement; provided, however, that Developer shall remain obligated to reimburse City for all of the reimbursable costs set forth in paragraphs 2 and 4 above. Such duty to reimburse the City shall survive the termination of this Agreement.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the PARTIES have hereunto set their hands and seals the day and year written below.

**CITY OF COLUMBIA, MISSOURI**

By: \_\_\_\_\_  
De'Carlon Seewood, City Manager *DAS*

Date: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
Sheela Amin, City Clerk

Date: \_\_\_\_\_

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Nancy Thompson, City Counselor/ek

CERTIFICATION: I hereby certify that no City funds shall be expended pursuant to this Contract except for potential costs for City to acquire easements necessary to Development which will be reimbursed to City by Developer, and except for potential Development cost reimbursement from City to Developer or as otherwise provided within § 22-229 of City code.

By: \_\_\_\_\_  
Director of Finance

**SETZER PROPERTIES, LLC**

By: *Brett T Setzer*  
\_\_\_\_\_

Name: Brett T Setzer

Title: Member

Date: 5-20-2024

ATTEST: *Robert J McAtee*  
By: \_\_\_\_\_

Name: Robert J McAtee













Total area served by the proposed sewer extension is 29,393,125 square feet or 675 acres

Connection to Existing BCRSD Sewer

**Legend**

-  Proposed Sewer
-  Existing City Gravity Sewer
-  Existing BCRSD Gravity Sewer
-  Existing BCRSD Force Main
-  Grindstone Creek Watershed Boundary
-  BCRSD Connection Agreement Area
-  Parcels Served by Sewer Extension
-  City Boundary

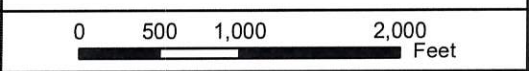
Parcel Information Property of Boone County  
2019 Orthophoto Source: Boone County, MO



# Exhibit A

## Proposed Sewer

Date: 5/3/2024





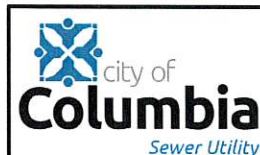
**EXHIBIT B - PRELIMINARY DEVELOPMENT BUDGET**

Description	Qty.	Unit	Unit Price	Total
<b>SEWER EXTENSION ITEMS</b>				
MOBILIZATION	1	LS	\$25,000.00	\$25,000.00
CLEARING AND GRUBBING	2.75	AC	\$10,000.00	\$27,500.00
SEWER MAIN LINE INSTALLATION	6800	LNFT	\$100.00	\$680,000.00
SEWER MANHOLE INSTALLATION	18	EACH	\$10,000.00	\$180,000.00
ROAD BORE AT ROUTE Z	1	LS	\$20,000.00	\$20,000.00
SWPPP COMPLIANCE & EROSION CONTROL	1	LS	\$20,000.00	\$10,000.00
RESTORATION (LIME, FERTILIZER, SEED & MULCH & TOPSOIL)	2.75	LS	\$5,000.00	\$13,750.00
INSPECTIONS AND TESTING	1	LS	\$10,000.00	\$10,000.00
UTILITY ADJUSTMENTS	1	LS	\$25,000.00	\$25,000.00
<b>SEWER EXTENSION ITEMS SUBTOTAL</b>				<b>\$991,250.00</b>
<b>OTHER COSTS</b>				
ENGINEERING & PERMITTING	1	LSUM	\$44,700.00	\$44,700.00
SURVEYING	1	LSUM	\$24,500.00	\$40,000.00
LEGAL EXPENSESES	1	LSUM	\$25,000.00	\$25,000.00
APPRAISALS	1	LSUM	\$5,000.00	\$5,000.00
EASEMENT ACQUISITION	2.75	ACRE	\$90,000.00	\$247,500.00
<b>OTHER COSTS SUBTOTAL</b>				<b>\$362,200.00</b>
<b>TOTAL SEWER EXTENSION SUBTOTAL</b>				<b>\$1,353,450.00</b>
<b>CONTINGENCY (10%)</b>				<b>\$135,345.00</b>
<b>TOTAL SEWER EXTENSION SUBTOTAL</b>				<b>\$1,488,795.00</b>

Parcel	Acreage*	Percentage of Total**
A	0.27	0.04%
B	0.98	0.15%
C	1.03	0.15%
D	1.10	0.16%
E	1.28	0.19%
F	2.00	0.30%
G	2.50	0.37%
H	2.50	0.37%
I	2.51	0.37%
J	2.52	0.37%
K	2.52	0.37%
L	2.53	0.37%
M	2.59	0.38%
N	3.71	0.55%
O	5.05	0.75%
P	5.40	0.80%
Q	6.24	0.93%
R	8.42	1.25%
S	10.11	1.50%
T	10.19	1.51%
U	11.87	1.76%
V	12.27	1.82%
W	23.30	3.45%
X	26.59	3.94%
Y	28.14	4.17%
Z	29.67	4.40%
AA	29.81	4.42%
BB	35.46	5.26%
CC	36.03	5.34%
DD	36.05	5.34%
EE	37.67	5.58%
FF	40.00	5.93%
GG	58.01	8.60%
HH	91.28	13.53%
II	105.16	15.58%

\* Acreage calculated from Boone County Assessor's parcels.

\*\* Percentage based on total area of 675 acres.



Date: 5/3/2024

### Exhibit C

Allocation of Project Costs

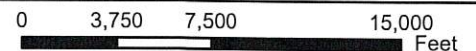




Exhibit F

Client#: 643700

SETZEPROE

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 05/03/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

Table with PRODUCER (Marsh & McLennan Agency LLC), CONTACT NAME (Paula J Hardin), INSURER(S) AFFORDING COVERAGE (The Charter Oak Fire Insurance Company, Travelers Property Casualty Co. of Amer, Travelers Casualty Ins. Co. of America), and NAIC # (25615, 25674, 19046).

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Main table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSR, SUBR WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Rows include Commercial General Liability, Automobile Liability, Umbrella Liability, and Workers Compensation.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Property located in unincorporated Boone County, east of Columbia city limits, near Interstate 70 Highway and State Route Z, Northeast of Enterprise Drive, immediately south of the American Outdoor Brands facility, with a Boone County parcel number of 18-101-06-00-028.00 01.

(See Attached Descriptions)

Table with CERTIFICATE HOLDER (City of Columbia, Missouri) and CANCELLATION (SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE: Chris P. Bennett).

## DESCRIPTIONS (Continued from Page 1)

Certificate Holder is named Additional Insured with regard to the liability policies of the Named Insured, but only with respect to and to the extent of the liabilities assumed by the Named Insured under written contract, agreement or permit and subject to the provisions and limitations of the policy.

The General Liability insurance is Primary; any other insurance maintained by the contractor & Owner is excess & non-contributory, when required by written contract, agreement or permit and subject to the provisions and limitations of the policy.

## Exhibit H

**FINAL RECEIPT OF PAYMENT AND RELEASE**

KNOW ALL PERSONS BY THESE PRESENTS, THAT:

\_\_\_\_\_ hereinafter called "Subcontractor" who heretofore entered into a Subcontract with \_\_\_\_\_, hereinafter called "Contractor", for the performance of work and/or the furnishing of material for the construction of a project entitled:

\_\_\_\_\_  
(Project Title and Project Number)

for the City of Columbia, Missouri, hereinafter called "Owner", which said Subcontract is by this reference incorporated herein, in consideration of such final payment by Contractor, DOES HEREBY:

1. ACKNOWLEDGE that they have been paid in full all sums due them for everything done by them, or done by their subcontractors, material vendors, equipment and fixture suppliers, agents and employees, or otherwise in performance of the work called for by the aforesaid Contract and all modifications or extras or additions thereto, for the construction of said project or otherwise.
2. RELEASE and fully, finally, and forever discharge Contractor and the Owner of and from any and all suits and actions, claims and demands of whatsoever kind or character arising out of or in any manner related to anything and everything done or omitted by Subcontractor, its agents and employees, in the performance of or connected with its/their performance of said work, or otherwise.
3. REPRESENT that all of its employees, subcontractors, material vendors, equipment and fixture suppliers and everyone else has been paid in full all sums due them, or any of them, in connection with performance of said work, or anything done or omitted by them or any of them in connection with the construction of said improvements, or otherwise.

DATED, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Name of Subcontractor

\_\_\_\_\_  
Typed or Printed Name

\_\_\_\_\_  
Signature

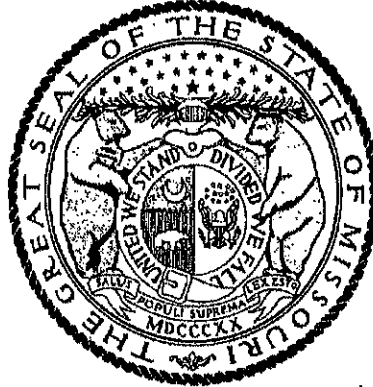
\_\_\_\_\_  
Title

## Exhibit I

# Missouri

## Division of Labor Standards

### WAGE AND HOUR SECTION



MICHAEL L. PARSON, Governor

# Annual Wage Order No. 31

Section 010  
**BOONE COUNTY**

In accordance with Section 290.262 RSMo 2000, within thirty (30) days after a certified copy of this Annual Wage Order has been filed with the Secretary of State as indicated below, any person who may be affected by this Annual Wage Order may object by filing an objection in triplicate with the Labor and Industrial Relations Commission, P.O. Box 599, Jefferson City, MO 65102-0599. Such objections must set forth in writing the specific grounds of objection. Each objection shall certify that a copy has been furnished to the Division of Labor Standards, P.O. Box 449, Jefferson City, MO 65102-0449 pursuant to 8 CSR 20-5.010(1). A certified copy of the Annual Wage Order has been filed with the Secretary of State of Missouri.

Original Signed by

Todd Smith, Director  
Division of Labor Standards

Filed With Secretary of State: March 8, 2024

Last Date Objections May Be Filed: April 8, 2024

Prepared by Missouri Department of Labor and Industrial Relations

Building Construction Rates for  
BOONE County

Section 010

OCCUPATIONAL TITLE	**Prevailing Hourly Rate
Asbestos Worker	\$61.30
Boilermaker	\$32.35*
Bricklayer-Stone Mason	\$55.22
Carpenter	\$51.42
Lather	
Linoleum Layer	
Millwright	
Pile Driver	
Cement Mason	\$45.65
Plasterer	
Communication Technician	\$57.87
Electrician (Inside Wireman)	\$58.36
Electrician Outside Lineman	\$32.35*
Lineman Operator	
Lineman - Tree Trimmer	
Groundman	
Groundman - Tree Trimmer	
Elevator Constructor	\$32.35*
Glazier	\$65.64
Ironworker	\$69.98
Laborer	\$43.79
General Laborer	
First Semi-Skilled	
Second Semi-Skilled	
Mason	\$59.96
Marble Mason	
Marble Finisher	
Terrazzo Worker	
Terrazzo Finisher	
Tile Setter	
Tile Finisher	
Operating Engineer	\$65.05
Group I	
Group II	
Group III	
Group III-A	
Group IV	
Group V	
Painter	\$41.79
Plumber	\$72.46
Pipe Fitter	
Roofer	\$55.00
Sheet Metal Worker	\$58.29
Sprinkler Fitter	\$65.10
Truck Driver	\$32.35*
Truck Control Service Driver	
Group I	
Group II	
Group III	
Group IV	

\*The Division of Labor Standards received fewer than 1,000 reportable hours for this occupational title. The public works contracting minimum wage is established for this occupational title using data provided by Missouri Economic Research and Information Center.

\*\*The Prevailing Hourly Rate includes any applicable fringe benefit amounts for each occupational title as defined in RSMo Section 290.210.



# OVERTIME and HOLIDAYS

## OVERTIME

For all work performed on a Sunday or a holiday, not less than twice (2x) the prevailing hourly rate of wages for work of a similar character in the locality in which the work is performed or the public works contracting minimum wage, whichever is applicable, shall be paid to all workers employed by or on behalf of any public body engaged in the construction of public works, exclusive of maintenance work.

For all overtime work performed, not less than one and one-half (1½) the prevailing hourly rate of wages for work of a similar character in the locality in which the work is performed or the public works contracting minimum wage, whichever is applicable, shall be paid to all workers employed by or on behalf of any public body engaged in the construction of public works, exclusive of maintenance work or contractual obligation. For purposes of this subdivision, "**overtime work**" shall include work that exceeds ten hours in one day and work in excess of forty hours in one calendar week; and

A thirty-minute lunch period on each calendar day shall be allowed for each worker on a public works project, provided that such time shall not be considered as time worked.

## HOLIDAYS

January first;  
The last Monday in May;  
July fourth;  
The first Monday in September;  
November eleventh;  
The fourth Thursday in November; and  
December twenty-fifth;

If any holiday falls on a Sunday, the following Monday shall be considered a holiday.

**Exhibit J**

**AFFIDAVIT OF COMPLIANCE WITH THE PREVAILING WAGE LAW**

Before me, the undersigned Notary Public, in and for the County of \_\_\_\_\_,  
State of \_\_\_\_\_, personally came and appeared \_\_\_\_\_,  
\_\_\_\_\_  
(Name)  
\_\_\_\_\_, of the \_\_\_\_\_,  
(Position) (Company Name)

a (Corporation), (Partnership), (Proprietorship), and after being duly sworn, did depose and say that all provisions and requirements set out in Chapter 290, Sections 290.210 through and including 290.340, Missouri Revised Statutes, pertaining to the payment of wages to workmen employed on public works projects have been fully satisfied and there has been no exception to the full and complete compliance with said provisions and requirements and with Annual Wage Order No. \_\_\_\_\_ issued by the Missouri Division of Labor Standards on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, in carrying out the Contract and work in connection with:

\_\_\_\_\_ (Name of Project)  
located at \_\_\_\_\_ in  
\_\_\_\_\_ County, Missouri, and completed on the \_\_\_\_\_ day of  
\_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
(Signature)

Personally appeared before me, a Notary Public, within and for the County of

\_\_\_\_\_

State of Missouri, the person whose signature appears above, PERSONALLY AND KNOWN TO ME AND ACKNOWLEDGED, that signed the foregoing Affidavit for the purposes therein stated.

Subscribed and sworn to me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.  
My Commission expires \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
(Notary Public)

## Exhibit K

## NOTICE TO OFFERORS

### Sections 285.525 To 285.550 RSMo.

Pursuant to section 285.530 (1) RSMo., No business entity or employer shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the State of Missouri.

As a condition for the award of any contract or grant in excess of five thousand dollars by the state or by any political subdivision of the state to a business entity, or for any business entity receiving a state-administered or subsidized tax credit, tax abatement, or loan from the state, the business entity shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Every such business entity shall sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. {RSMo 285.530 (2)}

An Employer may enroll and participate in a federal work authorization program and shall verify the employment eligibility of every employee in the employer's hire whose employment commences after the employer enrolls in a federal work authorization program. **The E-verify system issues a Memorandum of Understanding once enrollment is complete; the City of Columbia requires a copy of this document be attached to the Work Authorization Affidavit.** The employer shall retain a copy of the dated verification report received from the federal government. Any business entity that participates in such program shall have an affirmative defense that such business entity has not violated subsection 1 of this section. {RSMo 285.530 (4)}

For offerors that are not already enrolled and participating in a federal work authorization program, E-Verify is an example of this type of program. Information regarding E-Verify is available at:  
<http://www.dhs.gov/e-verify>

**CITY OF COLUMBIA, MISSOURI  
WORK AUTHORIZATION AFFIDAVIT  
PURSUANT TO 285.530 RSMo  
(FOR ALL BIDS IN EXCESS OF \$5,000.00)**

County of \_\_\_\_\_ )  
  )SS.  
State of \_\_\_\_\_ )

My name is \_\_\_\_\_ I am an authorized agent of \_\_\_\_\_ (Bidder). This business is enrolled and participates in a federal work authorization program for all employees working in connection with services provided to the City of Columbia. This business does not knowingly employ any person who is an unauthorized alien in connection with the services being provided.

**Documentation of participation in a federal work authorization program is attached to this affidavit.**

Furthermore, all subcontractors working on this contract shall affirmatively state in writing in their contacts that they are not in violation of Section 285.530.1 RSMo and shall not thereafter be in violation. Alternatively, a subcontractor may submit a sworn affidavit under penalty of perjury that all employees are lawfully present in the United States.

\_\_\_\_\_  
Affiant

\_\_\_\_\_  
Printed Name

Personally appeared before me, a Notary Public, within and for the County of \_\_\_\_\_,

State of Missouri, the person whose signature appears above, PERSONALLY AND KNOWN TO ME AND ACKNOWLEDGED, that signed the foregoing Affidavit for the purposes therein stated.

Subscribed and sworn to me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

My Commission expires \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
(Notary Public)