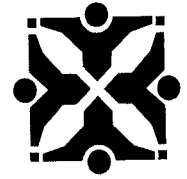


City of Columbia

701 East Broadway, Columbia, Missouri 65201



Agenda Item Number: B 270-14

Department Source: Public Works

To: City Council

From: City Manager & Staff

Council Meeting Date: August 18, 2014

Re: Grant of Easement for Upper Hinkson Creek Outfall Relief Sewer Extension Phase 1 Project

Documents Included With This Agenda Item

Council Memo, Resolution/Ordinance, Agreement

Supporting documentation includes: Diagrams (construction, route, etc.)

Executive Summary

Authorizing an agreement for grant of easement for sanitary sewer purposes as it relates to the Upper Hinkson Creek Outfall Relief Sewer Phase 1 project.

Discussion

Mr. and Mrs. John Alspaugh have agreed to donate easements to the City, on property they own, for the benefit of the construction of the Upper Hinkson Creek Outfall Relief Sewer Phase 1 project. The agreement further outlines that the City agrees to notify the owner of intent to construct the sanitary sewer project on or before February 1st of each year until the project is constructed. If proper notice is given, the City shall not be responsible for crop damages sustained as a result of the construction project. If proper notice is not given, or if the City must enter the property unexpectedly to construct the sewer, the City agrees to pay crop damages to the owner.

Fiscal Impact

Short-Term Impact: If proper notice is given to owner, the City shall not be responsible for crop damages sustained as a result of constructing the sewer. If proper notice is not given, the City agrees to pay crop damages to the owner, which will be calculated using Missouri Cash Grain Bids Daily Report as published by the Missouri Department of Agriculture. Estimated cost: 6.75 acres x 40 bushels per acre x \$12.80/bushel = \$3,456.00.

Long-Term Impact: N/A

Vision, Strategic & Comprehensive Plan Impact

Vision Impact: Development, Environment

Strategic Plan Impact: Economic Development, Growth Management, Infrastructure

Comprehensive Plan Impact: Land Use & Growth Management, Infrastructure, Economic Development

City of Columbia

701 East Broadway, Columbia, Missouri 65201



Suggested Council Action

Authorize the City Manager to execute an Agreement with John W. Alspaugh and Carol Ann Alspaugh for grant of easement for sanitary sewer purposes.

Legislative History

2/21/11 Ord 20884 - easement acquisition to construct the Upper Hinkson Creek Outfall Sewer Extension Phase I Project.



Department Approved



City Manager Approved

Introduced by _____

First Reading _____

Second Reading _____

Ordinance No. _____

Council Bill No. B 270-14

AN ORDINANCE

authorizing an agreement with John W. and Carol Ann Alspaugh for the grant of easement for sewer purposes relating to the construction of the Upper Hinkson Creek Outfall Sewer Extension Phase 1 project; directing the City Clerk to have the agreement recorded; and fixing the time when this ordinance shall become effective.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF COLUMBIA, MISSOURI, AS FOLLOWS:

SECTION 1. The City Manager is hereby authorized to execute an agreement with John W. and Carol Ann Alspaugh for the grant of easement for sewer purposes relating to the construction of the Upper Hinkson Creek Outfall Sewer Extension Phase 1 project. The form and content of the agreement shall be substantially in the same form as set forth in "Exhibit A" attached hereto.

SECTION 2. The City Clerk is authorized and directed to have the agreement recorded in the office of the Boone County Recorder of Deeds.

SECTION 3. This ordinance shall be in full force and effect from and after its passage.

PASSED this _____ day of _____, 2014.

ATTEST:

City Clerk

Mayor and Presiding Officer

APPROVED AS TO FORM:

City Counselor

AGREEMENT

This agreement is entered into on this _____ day of _____, 20__ by and between John W. Alspaugh and Carol Ann Alspaugh, husband and wife, and the City of Columbia Missouri, a municipal corporation ("Owner" and "City").

WHEREAS, Owner owns certain real property and City needs to construct a sanitary sewer across this property:

NOW, THEREFORE, Owner and City agree as follows:

1. Owner hereby gives City the right to construct, operate, replace, repair and maintain a sanitary sewer and pipes, including the necessary manholes and other fixtures, under, across and upon the property which is described as follows:

Grant of Easement for Sewer Purposes

LEGAL DESCRIPTION

A STRIP OF LAND TWENTY (20) FEET WIDE LOCATED IN THE SOUTHWEST QUARTER OF SECTION 33, TOWNSHIP 49 NORTH, RANGE 12 WEST AND IN THE NORTHWEST QUARTER OF SECTION 4, TOWNSHIP 48 NORTH, RANGE 12 WEST, COLUMBIA, BOONE COUNTY, MISSOURI, BEING ACROSS PART OF THE TRACT DESCRIBED BY THE QUIT-CLAIM DEED RECORDED IN BOOK 724, PAGE 468 AND BEING TEN (10) FEET ON EACH SIDE OF THE FOLLOWING CENTERLINE:

COMMENCING AT THE CENTER OF SAID SECTION 33-49-12; THENCE WITH THE QUARTER SECTION LINE, N89°37'40"W, 1168.30 FEET TO THE POINT OF BEGINNING;

THENCE FROM THE POINT OF BEGINNING, LEAVING SAID QUARTER SECTION LINE, S17°04'30"W, 19.23 FEET; THENCE S48°23'55"W, 261.19 FEET; THENCE S0°56'15"W, 478.59 FEET; THENCE S20°17'45"E, 231.93 FEET; THENCE S2°55'30"E, 172.30 FEET TO THE NORTH LINE OF THE TRACT DESCRIBED BY THE STREET EASEMENT RECORDED IN BOOK 3385, PAGE 83; THENCE LEAVING SAID NORTH LINE, CONTINUING S2°55'30"E, 121.60 FEET; THENCE S3°22'25"E, 447.97 FEET; THENCE S6°21'40"E, 356.60 FEET; THENCE S9°54'40"E, 417.00 FEET; THENCE S3°43'00"E, 726.70 FEET; THENCE S3°28'20"W, 155.95 FEET TO THE CENTERLINE OF THE SEWER EASEMENT RECORDED IN BOOK 3385, PAGE 85, THE END OF THE DESCRIBED CENTERLINE, BEING S41°50'40"W, 47.57 FEET FROM THE END OF SAID EASEMENT. THE DESCRIBED STRIP CONTAINS 1.19 ACRES (52,025 SQUARE FEET), NOT INCLUDING THE AREA WITHIN THE STREET EASEMENT RECORDED IN BOOK 3385, PAGE 83, THE UTILITY EASEMENT RECORDED IN BOOK 3385, PAGE 84 OR THE SEWER EASEMENTS RECORDED IN BOOK 418,

PAGE 124 AND BOOK 3385, PAGE 85.

AGREEMENT FOR TEMPORARY CONSTRUCTION EASEMENT

LEGAL DESCRIPTION:

TWO (2) TRACTS OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 33, TOWNSHIP 49 NORTH, RANGE 12 WEST AND IN THE NORTHWEST QUARTER OF SECTION 4, TOWNSHIP 48 NORTH, RANGE 12 WEST, COLUMBIA, BOONE COUNTY, MISSOURI, BEING ACROSS PART OF THE TRACT DESCRIBED BY THE QUIT-CLAIM DEED RECORDED IN BOOK 724, PAGE 468 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

TRACT 1

COMMENCING AT THE CENTER OF SAID SECTION 33-49-12; THENCE WITH THE QUARTER SECTION LINE, N89°37'40"W, 1116.10 FEET TO THE POINT OF BEGINNING;

THENCE FROM THE POINT OF BEGINNING, LEAVING SAID QUARTER SECTION LINE, S17°04'30"W, 144.45 FEET; THENCE S48°23'55"W, 149.05 FEET; THENCE S0°56'15"W, 415.90 FEET; THENCE S20°17'45"E, 228.45 FEET; THENCE S2°55'30"E, 88.25 FEET; THENCE S87°04'30"W, 50.00 FEET; THENCE S2°55'30"E, 82.05 FEET TO THE NORTH LINE OF THE TRACT DESCRIBED BY THE STREET EASEMENT RECORDED IN BOOK 3385, PAGE 83; THENCE WITH SAID NORTH LINE, S68°00'20"W, 59.53 FEET; THENCE 25.02 FEET ALONG A 1082.94-FOOT RADIUS CURVE TO THE RIGHT, SAID CURVE HAVING A CHORD, S68°40'10"W, 25.02 FEET; LEAVING SAID NORTH LINE, N2°55'30"W, 177.80 FEET; THENCE N20°17'45"W, 232.95 FEET; THENCE N0°56'15"E, 497.40 FEET; THENCE N48°23'55"E, 265.95 FEET; THENCE N17°04'30"E, 1.85 FEET TO SAID QUARTER SECTION LINE; THENCE WITH SAID QUARTER SECTION LINE, S89°37'40"E, 83.51 FEET TO THE POINT OF BEGINNING AND CONTAINING 2.65 ACRES (115,500

SQUARE FEET) NOT INCLUDING THE AREA WITHIN THE PROPOSED PERMANENT SANITARY SEWER EASEMENT OR THE EXISTING UTILITY EASEMENT RECORDED IN BOOK 3385, PAGE 84;

TRACT 2

COMMENCING AT THE NORTHWEST CORNER OF SAID TRACT 4-48-12; THENCE WITH THE TOWNSHIP LINE, N89°51'50"E, 1447.80 FEET TO THE POINT OF BEGINNING;

THENCE LEAVING SAID TOWNSHIP LINE, N3°43'00"W, 247.80 FEET; THENCE N9°54'40"W, 416.30 FEET; THENCE N6°21'40"W, 358.30 FEET; THENCE N3°22'25"W, 152.00 FEET TO THE SOUTH LINE OF THE TRACT DESCRIBED BY THE STREET EASEMENT RECORDED IN BOOK 3385, PAGE 83; THENCE WITH SAID SOUTH LINE, N43°39'55"E, 177.65 FEET; THENCE LEAVING SAID SOUTH LINE, S3°22'25"E, 269.70 FEET; THENCE S6°21'40"E, 350.85 FEET; THENCE S9°54'40"E, 419.30 FEET; THENCE S3°43'00"E, 586.50 FEET; THENCE S21°41'30"W, 163.20 FEET; THENCE S3°28'20"W, 187.90 FEET; THENCE N86°31'40"W, 80.00 FEET; THENCE N3°28'20"E, 182.70 FEET; THENCE N89°47'00"E, 20.08 FEET; THENCE N3°43'00"W, 475.45 FEET TO THE POINT OF BEGINNING AND CONTAINING 4.10 ACRES (178,560 SQUARE FEET) NOT INCLUDING THE AREA WITHIN THE PROPOSED PERMANENT SEWER EASEMENT OR WITHIN THE EXISTING SEWER EASEMENTS RECORDED IN BOOK 418, PAGE 124 AND BOOK 3385, PAGE 85 AND THE UTILITY EASEMENT RECORDED IN BOOK 3385, PAGE 84.

2. On or before February 1 of each remaining year until the Upper Hinkson Creek Outfall Sewer Extension Phase 1 project is constructed, City agrees to notify owner of City's intent to construct a sanitary sewer as contemplated by this agreement. If proper notice is given, City shall not be responsible for crop damages sustained as a result of constructing the sewer.
3. If proper notice is not given, or if the City must enter the property unexpectedly to construct the sewer, City agrees to pay crop damages to Owner. The damages shall be calculated using *Missouri Cash Grain Bids Daily Report* as published by the Missouri Department of Agriculture.

[SIGNATURES ON FOLLOWING PAGES]

This Agreement expires upon completion of the Upper Hinkson Creek Outfall Sewer Extension project.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed by their duly authorized agents on the day and year first above written.

CITY OF COLUMBIA, MISSOURI

By: _____
Mike Matthes, City Manager

ATTEST:

Sheela Amin, City Clerk

APPROVED AS TO FORM:

Nancy Thompson, City Counselor

STATE OF MISSOURI)
) SS
COUNTY OF BOONE)

On this ____ day of _____, 20____, before me appeared Mike Matthes, to me personally known, who, being by me duly sworn, did say that he is the City Manager of the City of Columbia, Missouri, a municipal corporation of the State of Missouri, and that the seal affixed to the foregoing instrument is the seal of the City, and this instrument was signed and sealed in behalf of the City by authority of its City Council, and Mike Matthes acknowledged the instrument to be the free act and deed of the City.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

Notary Public

My Commission Expires:

Owners:

By: John W. Alspaugh
John W. Alspaugh

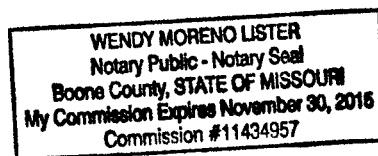
By: Carol Ann Alspaugh
Carol Ann Alspaugh

STATE OF Missouri)
)ss.
COUNTY OF Boone)

On this 28th day of July in the year 2014, before me, a Notary Public, personally appeared, John W. Alspaugh and Carol Ann Alspaugh, husband and wife, who being by me duly sworn, acknowledged that they executed the same as their free act and deed for the purposes therein stated.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal.

Wendy Moreno Lister
Notary Public



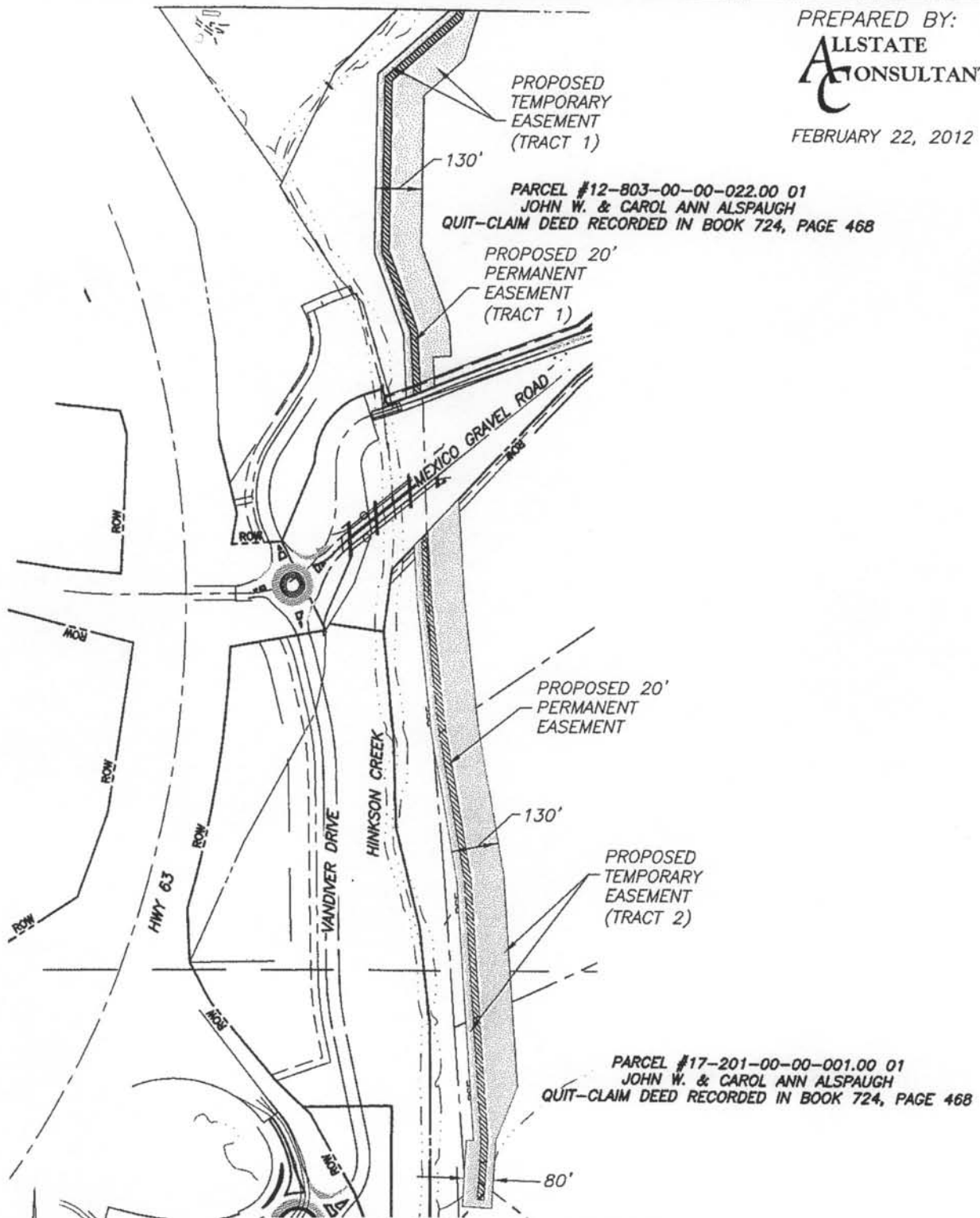


SUPPORTING DOCUMENTS INCLUDED WITH THIS AGENDA ITEM ARE AS FOLLOWS:

Diagrams (construction, route, etc.)

PREPARED BY:
ALLSTATE
CONSULTANTS

FEBRUARY 22, 2012



JOHN W. & CAROL ANN ALSPAUGH

PROPOSED PERMANENT EASEMENT: 1.19 ACRES (52,025 SQ. FT.)
PROPOSED TEMPORARY EASEMENT: 4.10 ACRES (178,560 SQ. FT.)

DISPLAY OF PROPOSED HINKSON CREEK OUTFALL EXTENSION SANITARY SEWER EASEMENTS

SCALE: 1"=400'

JOB 09072.01