

Introduced by _____ Council Bill No. R 237-13

A RESOLUTION

authorizing execution of a temporary construction easement agreement with The Islamic Center of Central Missouri, Inc. for property located along the eastern edge of Flat Branch Park.

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

SECTION 1. The City Manager is hereby authorized to execute a temporary construction easement agreement with The Islamic Center of Central Missouri, Inc. for property located along the eastern edge of Flat Branch Park. The form and content of the temporary construction easement agreement shall be substantially as set forth in "Attachment A" attached hereto.

ADOPTED this _____ day of _____, 2013.

ATTEST:

City Clerk

Mayor and Presiding Officer

APPROVED AS TO FORM:

City Counselor

TEMPORARY CONSTRUCTION EASEMENT

THIS Temporary Construction Easement agreement entered into on this _____ day of _____, 2013, by and between the City of Columbia, Missouri, a municipal corporation, of the County of Boone and the State of Missouri, Grantor, and The Islamic Center of Central Missouri, Inc., Grantee; Grantee's mailing address is Post Office Box 1241, Columbia, MO 65205.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor and Grantee agree as follows:

1. That the Grantor, does hereby grant unto the Grantee, a temporary construction easement located along the eastern edge of Flat Branch Park, from Locust Street extending southward approximately 150 feet (hereinafter "Easement Area"), to be in effect during the time of construction of a gymnasium on the Islamic Center property in Boone County subject to the terms and conditions contained herein for the following purposes, namely: to provide access to said construction project by granting the right to enter upon, permanently alter the grade, store materials, and operate and park equipment on, over and across the right-of-way hereinafter described, which is located within the boundaries of a parcel of land situated in the County of Boone and State of Missouri and described as follows:

A 15' WIDE STRIP OF LAND, BEING A PORTION OF A TRACT OF LAND DESCRIBED BY DEED RECORDED IN BOOK 462 PAGE 94, OF THE BOONE COUNTY RECORDS, ALSO BEING A PORTION OF SECTION 13, TOWNSHIP 48 NORTH, RANGE 13 WEST (T48N, R13W), BOONE COUNTY, MISSOURI, AND IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

ALL OF THE EAST 15' OF THE LAND DESCRIBED BY DEED RECORDED IN BOOK 462 PAGE 94, OF THE BOONE COUNTY RECORDS, LYING SOUTH OF LOCUST STREET AND NORTH OF WATER STREET.

THE ABOVE TRACT OF LAND CONTAINS 3,000 SQUARE FEET. SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD OR NOT OF RECORD, IF ANY.
(See attached Exhibit A)

2. The rights herein granted to Grantee shall terminate upon the Grantee receiving an occupancy permit for the new gymnasium or until December 2, 2014, whichever occurs first.
3. Grantee shall maintain and operate the Easement Area, and any permitted improvements, in a safe and workmanlike manner and shall keep and maintain the same in a professional and sightly

condition at all times. Grantee agrees that it shall comply with all rules, laws, ordinances and requirements regarding its construction activities, maintenance and use of the Easement Area and shall obtain any and all required permits and licenses.

4. Grantee shall require its agents and contractors, if any, to carry workers' compensation insurance as required by applicable law and comprehensive liability coverage in an amount not less than \$2,000,000 combined single limit for any one occurrence for injury to or death of a person or persons and for damage to property occasioned by or arising out of any use of the Easement Area.
5. Grantee shall use the Easement Area only as necessary for the purpose described in Paragraph 1 above, and shall use its best efforts not to interfere with the public's use and enjoyment of the Flat Branch Park. At no time shall Grantee block or in any way restrict access to or from Flat Branch Park or cause any operations at Flat Branch Park to be interfered with or interrupted. Grantee agrees, at their expense, to replant, replace, re-sod and repair any and all damage caused to the Easement Area or Flat Branch Park by Grantee, its employees, agents or contractors, including, but not limited to:
 - a. Any granular material placed in the Easement Area shall be removed and replaced with clean fill topped with eight (8) inches of topsoil. All fill soil added to Grantor's property shall be approved by Grantor.
 - b. The Easement Area shall not be utilized by Grantee for any storm water management requirements. All storm water run-off from the new gymnasium building constructed on Grantee's property shall be managed on Grantee's site.
 - c. The removal of the existing eleven (11) pine trees in the Easement Area shall be replaced by Grantee with three (3) inch caliper trees of the same species and the disturbed area will be mulched or sodded as required by Grantor.
 - d. No construction spoils shall be placed on Grantor's property.
6. Grantor reserves the right to use the Easement Area for any purpose not inconsistent with the rights herein granted.
7. If Grantee shall at any time violate any of the terms, covenants or conditions contained herein or fail to perform any of its obligations contained herein in a timely fashion, Grantor shall have the right to declare the rights granted to Grantee herein null and void and of no further force and effect and upon such event.

WHEREFORE, Grantor and Grantee have executed this Temporary Construction Easement as of the date first above written.

[SIGNATURES APPEAR ON FOLLOWING PAGES]

**GRANTOR:
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 _____, 2013, before me, a Notary Public in and for said state, personally appeared, Mike Matthes, who, being by me duly sworn, did say that he is the City Manager of the City of Columbia, Missouri, and that the seal affixed to the foregoing instrument is the corporate seal of the City and that this instrument was signed and sealed on behalf of the City by authority of its City Council and the City Manager acknowledged this instrument to be the free act and deed of the City.

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

Notary Public

My commission expires:

GRANTEE:
THE ISLAMIC CENTER OF CENTRAL MISSOURI, INC.

By: _____

Title: _____

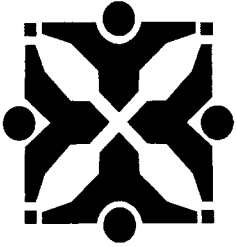
STATE OF _____)
COUNTY OF _____) ss.

On this _____ day of _____, 2013, before me, a Notary Public in and for said state, personally appeared, _____, who being by me duly sworn, acknowledged that they are the _____ of **THE ISLAMIC CENTER OF CENTRAL MISSOURI, INC.** and that said instrument was signed in behalf of said corporation and further acknowledged that they executed the same as their free act and deed for the purposes therein stated and that they have been granted the authority by said corporation to execute the same.

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

Notary Public

My commission expires:



Source: Parks and Recreation

Agenda Item No:

To: City Council

From: City Manager and Staff

Council Meeting Date: Nov 18, 2013

Re: Approval of a temporary construction easement at Flat Branch Park

EXECUTIVE SUMMARY:

The Islamic Center of Columbia working with Trabue, Hansen & Hinshaw Engineers, is requesting a 15' temporary construction easement along the eastern edge of Flat Branch Park from Locust Street extending south approximately 150'. The Islamic Center is proposing to build a gymnasium on their Locust Street property and requires the necessary space in order to construct the gym that will sit approximately one foot from the property line. Construction will require the removal of 11 pine trees and re-grading an existing berm. All trees will be replaced at the expense of the Islamic Center upon completion of construction and all Flat Branch site work will be done under the supervision of the P&R Department. All storm water runoff will be managed on the Islamic Center site. Construction is anticipated to begin December 2, 2013 and be completed within 12 months of commencement of construction. The construction easement will terminate upon the Islamic Center receiving their occupancy permit for the new gymnasium.

DISCUSSION:

Engineers from Trabue, Hansen and Hinshaw (TH&H) have met with park planning staff periodically to review the proposed gym construction plans and discuss the use of a temporary construction easement. There is an existing berm in Flat Branch Park where the pine trees are planted. This berm is approximately two feet higher than the Islamic Center property and will be re-graded so that water is not trapped against the proposed gym. This berm was previously not a concern when the adjacent property was used as a driveway. TH&H engineers have assured park staff that there will be no additional run-off from the Islamic Center property, as all rain will be collected in gutters and managed on Islamic Center property.

Construction will require the removal of 11 pine trees. These trees will be replaced with 3-inch caliper trees of the same species, at the expense of the Islamic Center, upon completion of construction. The trees were planted in 2007 as a screen planting, so that park users feel like they are in a natural setting. Park staff believe that enough trees will remain undisturbed that the park experience will remain pleasant during construction and following re-planting, the park experience will be unchanged. There will be no expense to the City.

FISCAL IMPACT:

There will be no fiscal impact to the City. Upon completion of construction the site will be returned to the current state.

VISION IMPACT:

<http://www.gocolumbiamo.com/Council/Meetings/visionimpact.php>

Vision Statement: Downtown Columbia is a hip and vibrant district with a diversity of easily accessible businesses, residences, attractions and institutions; it is an exciting gathering place for all types of people.

6.1 Goal: Significant investments in the physical, community, and business environment, as well as the tools to leverage economic strength, will bring vibrancy and diversity of culture, professions, and businesses, and lead to major attractions and exciting destinations.

SUGGESTED COUNCIL ACTIONS:

Approve the legislation granting a temporary construction easement to the Islamic Center.

FISCAL and VISION NOTES:					
City Fiscal Impact Enter all that apply		Program Impact		Mandates	
City's current net FY cost	\$0.00	New Program/ Agency?	No	Federal or State mandated?	No
Amount of funds already appropriated		Duplicates/Epands an existing program?	No	Vision Implementation impact	
Amount of budget amendment needed	\$0.00	Fiscal Impact on any local political subdivision?	No	Enter all that apply: Refer to Web site	
Estimated 2 year net costs:		Resources Required		Vision Impact?	Yes
One Time	\$0.00	Requires add'l FTE Personnel?	No	Primary Vision, Strategy and/or Goal Item #	6.1
Operating/ Ongoing	\$0.00	Requires add'l facilities?	No	Secondary Vision, Strategy and/or Goal Item #	
		Requires add'l capital equipment?	No	Fiscal year implementation Task #	

CONSULTING
ENGINEERS

TRABUE, HANSEN & HINSHAW, Inc.

1901 Pennsylvania Drive
Columbia, MO 65202

November 4, 2013

Mr. Mike Griggs
City of Columbia Parks & Recreation
1 South 7th Street
Columbia, MO 65201

(via email)

RE: North American Islamic Center Building Addition
408 Locust Street, Columbia, MO
THHinc 7124

Dear Mr. Griggs,

The Islamic Center has proposed construction of a new Gymnasium at their property on Locust Street, directly adjacent to Flat Branch Park. The proposed structure is located approximately 1' off of the western most property line that adjoins the park property.

The Islamic Center would like to request a 15' Temporary Construction Easement be granted by the City along that property line. The purpose of the easement is primarily to address grading – approximately 10-12' of park ground drains back toward the proposed building – currently a paved driveway. We would like to fill that area approximately 2' to grade away from the building. This Temporary Construction Easement would also facilitate construction of the west wall for the gymnasium.

Construction in this easement will require the removal of approximately eleven (11) pine trees. We have reviewed this in the field with Mike Snyder. He has provided construction requirements, tree replacement, and mulching requirements that would be necessary in the event that this easement is granted by the Parks Department.

Attached are copies of the legal description for the temporary easement and the construction plan sheet that depicts this area and the requirements that we are placing on the contractor, noting specifically:

- All fill soil added to park property will be City approved topsoil.
- All run-off from the new building is to be managed on site.
- Every tree noted on the plan for removal will be replaced with new trees of the same variety.
- No construction spoils are to be placed on the park property.

The granting of this easement is necessary to provide the appropriate surface drainage away from the proposed gymnasium structure. Thank you for Mike's assistance and your consideration.

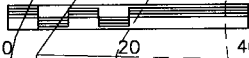
Please call me with any questions.

Sincerely,
Trabue, Hansen & Hinshaw, Inc.



Thomas A. Trabue, P.E.
Principal

573-814-1568
fax: 573-814-1128



SCALE: 1"=20'

- 1 Uniform Surface In Accessible Areas. Maximum 2% Slope In Any Direction. (1/C101)
- 2 Contractor To Coordinate Disconnect And Reconnect Of Outside Condensing Units. Contractor To Coordinate Time Of Removals Of Condensing Units With Owner To Minimize Impact On Condition Of Building.
- 3 Spoils From Footing Excavations To Be Kept On Property. No Spoils Onto Adjacent Property.
- 4 Any Granular Material Placed In TCE Shall Be Removed And Replaced With Clean Fill Topped With 8" Of Topsoil.
- 5 Plant: Ritz x Loblolly Pine 3" Caliper Mulch Disturbed Areas.
- 6 Contractor Shall Provide Moveable Dumpster For Concrete Cleahout.

Contractor Shall Not Enter Temporary Construction Easement without Having Recorded copy of Easement.

Working Lot

Property Line

Temporary Construction Easement

EXISTING 1/2" IRON ROD IN CURB 0.50' N

LOCUST STREET

PK NAIL CP# 1XXX

8" PVC

FLAT BRANCH PARK

Concrete Driveway

Two Story Frame House
Basement Floor East = 706.08
Basement Floor West = 706.02
First Floor = 714.90

Trees (11)
(Note 5)

Basketball Goal

NEW ISLAMIC CENTER GYM
FF= 707.00

Asphalt Play Area

Playground

Parking

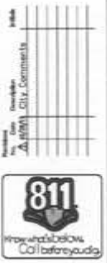
Sheet 0 of 10
DWG. 000

Rangwala Architects
Islamic Center Gym
408 Locust St. Columbia, MO 65201

TCE

THHinc
Tobias Hansen & Associates, Inc.
1001 North Broadway
Columbia, MO 65201
Phone: 646-1100
Fax: 646-1101

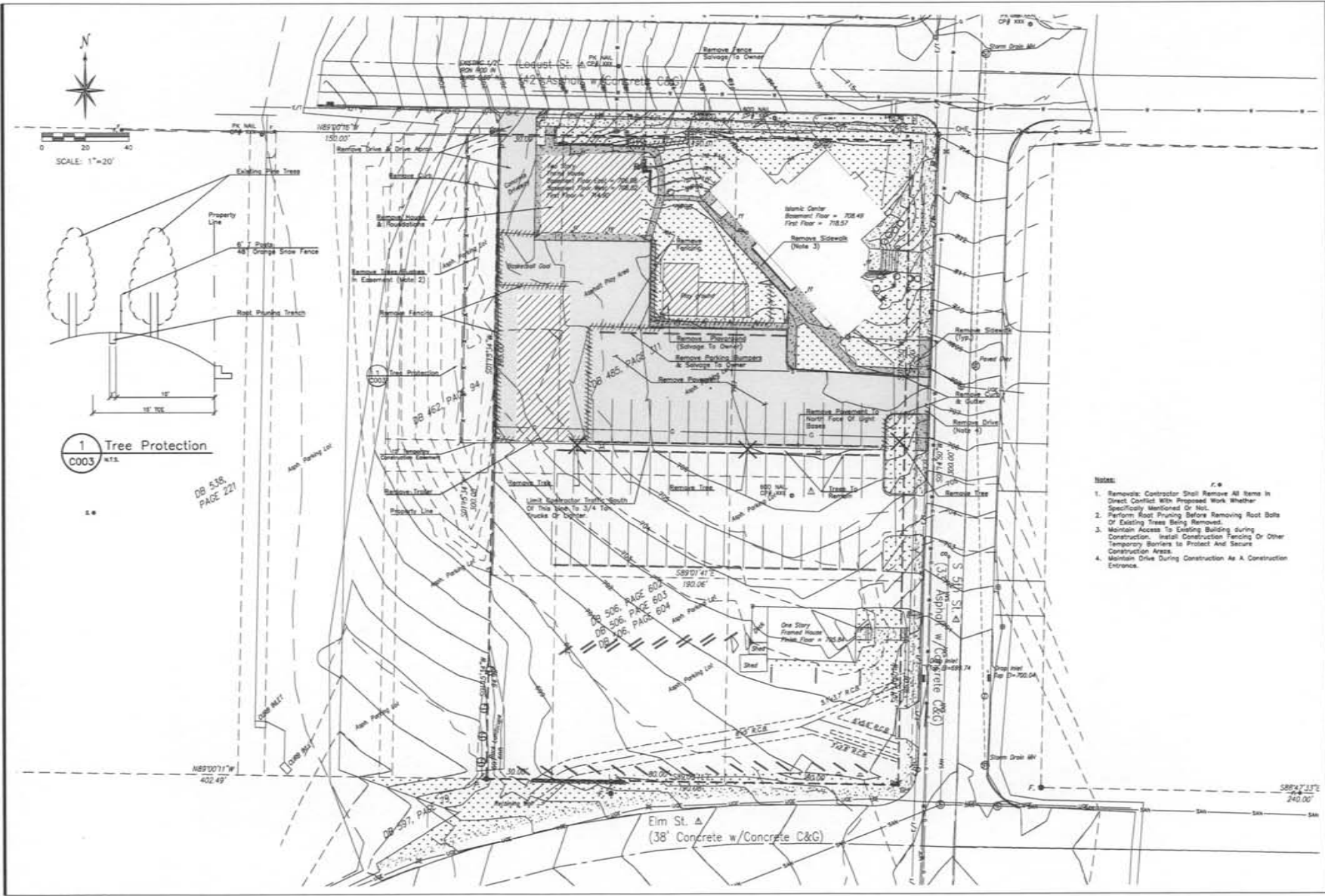
Revisions			
No.	Date	Description	Initials
1	10/28/13	City Comments	



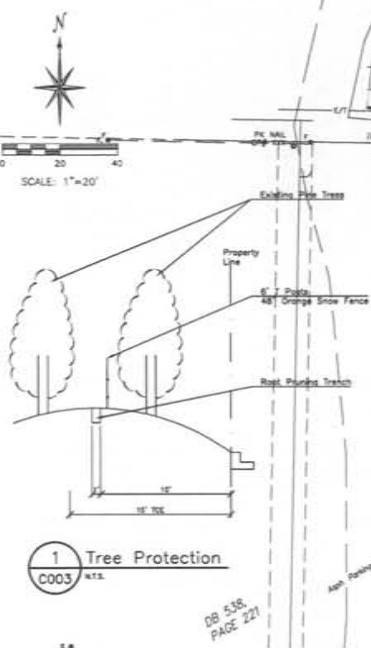
Thomas A. Trebbe
MO-E 22832
Expires: 12-31-2013
THHinc
Consulting Engineers
TRAUB, HANSEN &
HENDRICK, INC.
3801 Riverchase Dr.
Columbia, MO 65207
Phone: (314) 414-1000
Fax: (314) 414-1100
MO Reg. No. 001494
MO Survey No. 2001225401
Exp. 10/31/2013

Rangwala Architects
Islamic Center Gym
408 Locust St. Columbia, MO 65201
Demolition Plan

Client Proj # 0000
Tribble Proj # 7124
Engineer: TAT
Designer: KES
Drafter: GRK
Plotted: 10/28/2013
DWG. C003
SHT. 2 OF 9



- Notes:
1. Remove: Contractor Shall Remove All Items In Direct Conflict With Proposed Work Whether Specifically Mentioned Or Not.
 2. Perform Root Pruning Before Removing Root Bolts Of Existing Trees Being Removed.
 3. Maintain Access To Existing Building During Construction. Install Construction Fencing Or Other Temporary Barriers To Protect And Secure Construction Areas.
 4. Maintain Drive During Construction As A Construction Entrance.



1 Tree Protection
C003 N.T.S.

DB 538,
PAGE 221

