

City of Columbia

701 East Broadway, Columbia, Missouri 65201



Agenda Item Number: R 91-15

Department Source: Parks and Recreation

To: City Council

From: City Manager & Staff

Council Meeting Date: 6/1/2015

Re: Temporary construction easement agreement with The Islamic Center of Central Missouri, Inc. for Flat Branch Park

Documents Included With This Agenda Item

Council memo, Resolution/Ordinance, Exhibits to Resolution/Ordinance

Supporting documentation includes: Correspondence from Public

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 temporary easement was originally approved by the City Council on November 18, 2013 (Resolution 237-13); but, due to project delays, construction did not occur within the timeframe of the agreement. The Islamic Center of Columbia is now proceeding with the construction of the gymnasium, and the temporary construction easement is necessary for construction access for the project. 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 stormwater runoff will be managed on the Islamic Center site. Construction is anticipated to begin June 15, 2015 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 or June 15, 2016, whichever occurs first.

Discussion

On November 18, 2013, the City Council approved a temporary construction easement to allow construction access on Flat Branch Park for the construction of a gymnasium on the Islamic Center of Columbia property. Due to delays, the project was not started during the designated time period and the temporary construction easement is no longer valid. Park staff is requesting the City Council approve a new temporary construction easement at the park for a 12-month period from June 15, 2015 to June 16, 2016.

Information included in November 18, 2013 Council memo:

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

City of Columbia

701 East Broadway, Columbia, Missouri 65201



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, Strategic & Comprehensive Plan Impact

Vision Impact: Parks, Recreation and Greenways

Strategic Plan Impact: Not Applicable

Comprehensive Plan Impact: Not Applicable

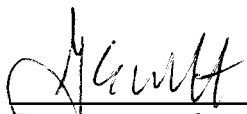
Suggested Council Action

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

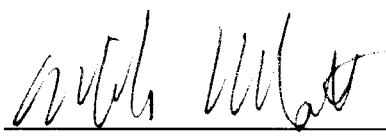
Legislative History

R237-13: Resolution authorizing the 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, approved November 18, 2013

http://www.gocolumbiamo.com/ParksandRec/Council_Agenda_Items/councilagendaitems_2011-2015.php#fb easement

 5/22/15

Department Approved



City Manager Approved

Introduced by _____ Council Bill No. R 91-15

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 _____, 2015.

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 _____, 2015, 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 June 15, 2016, 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 slightly 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

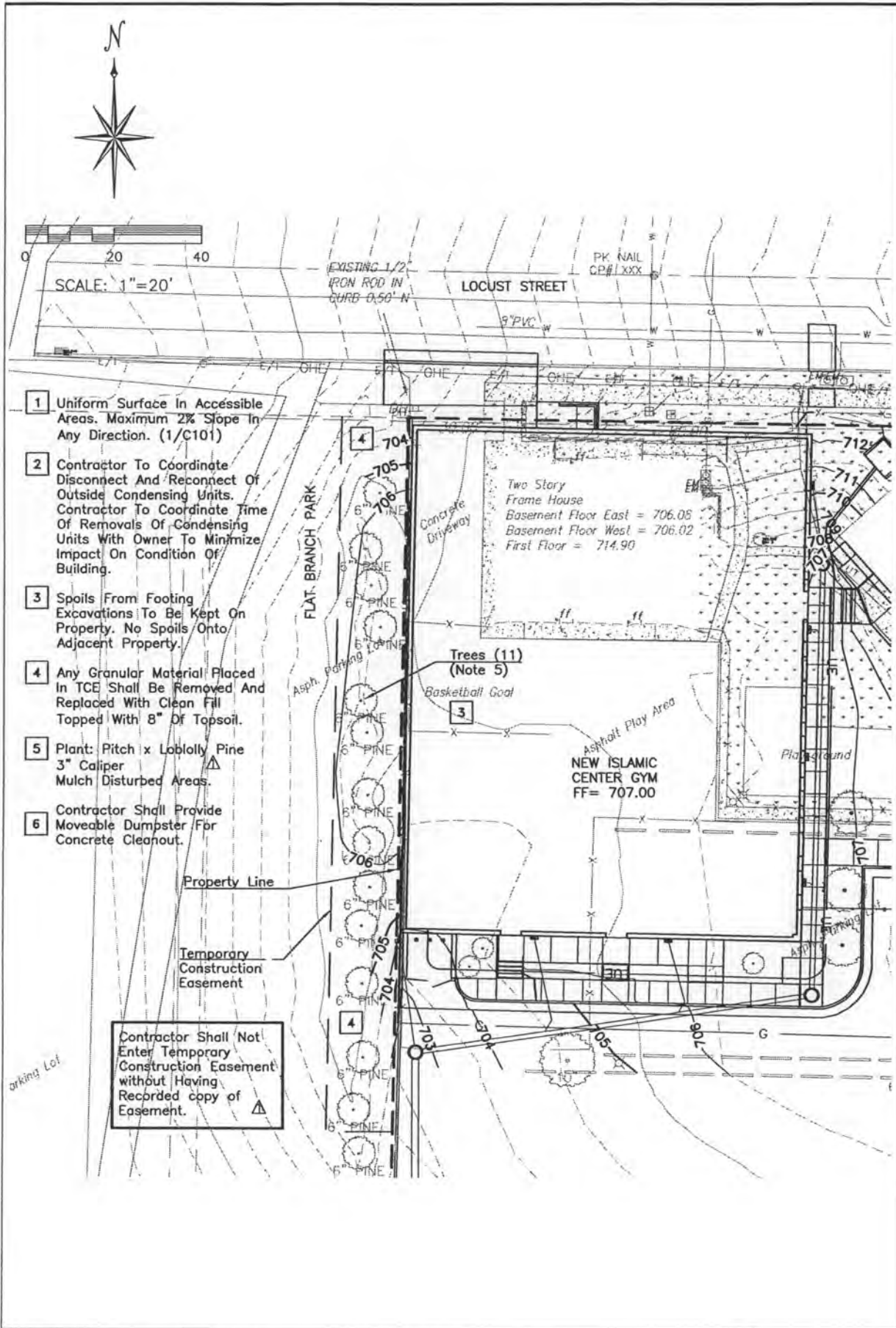
STATE OF MISSOURI)
)ss.
COUNTY OF BOONE)

On this _____ day of _____, 2015, 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:



Client: Rangwala Architects
Project: Islamic Center Gym
Date: 10/28/13
Sheet: 0 of 00

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

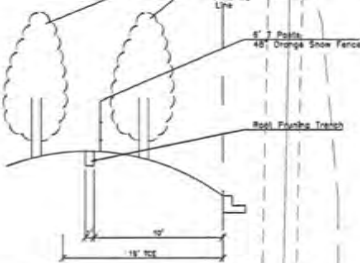
TCE

THLine
Professional Engineer
No. 1000000000
Date: 10/28/13

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



SCALE: 1"=20'



DB 538
PAGE 201



- 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 Ball 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.



Thomas A. Trubee
MO-E 22632
Expires: 12-31-2013

THHinc
Consulting Engineers
THOMAS HANSEN &
HINDORF INC.

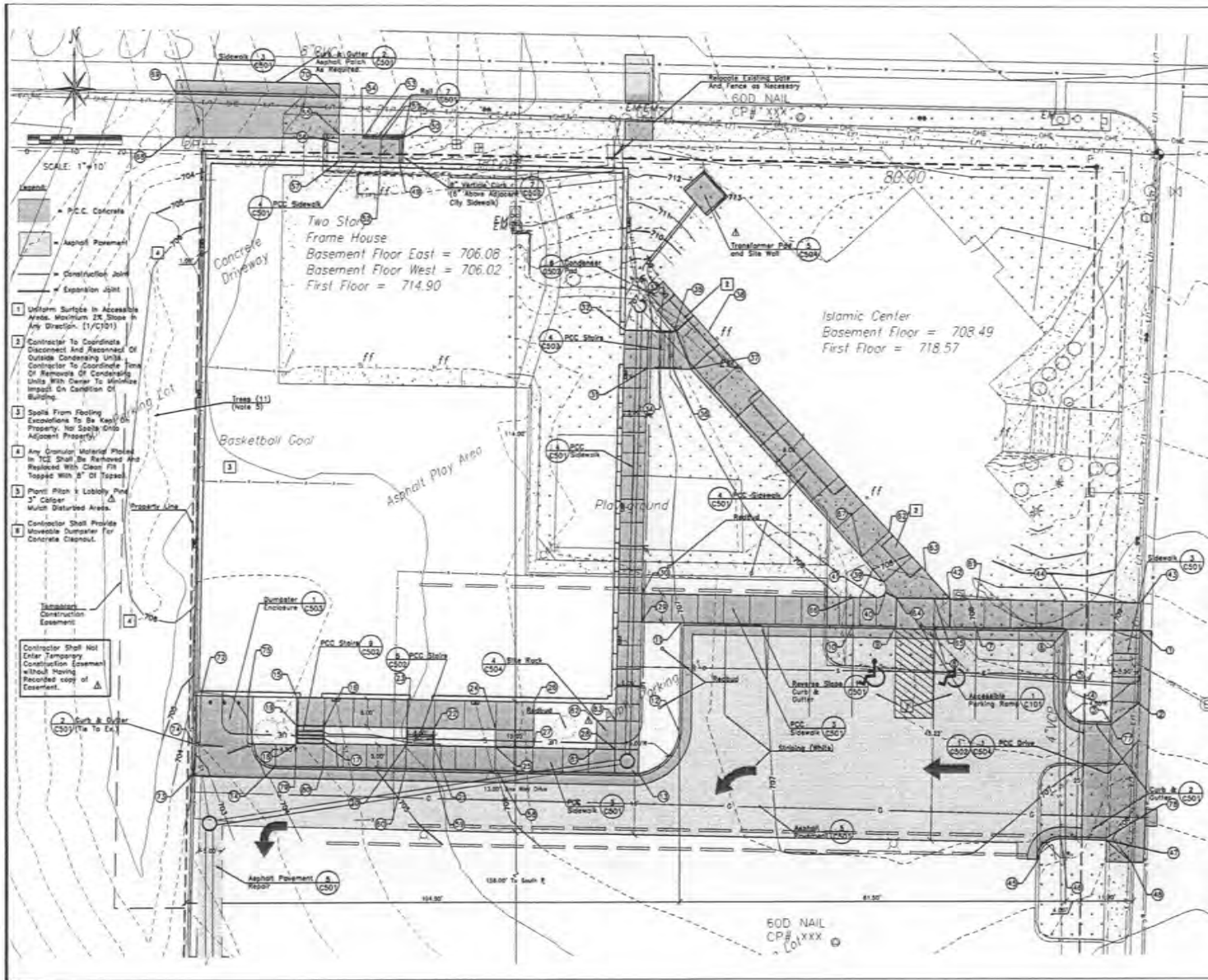
167 Peninsula Dr.
Columbia, MO 65202
Phone: 672-914-9888
Fax: 672-914-1129
MO Reg. No. 28146
Exp. 12/31/2014
MO Survey No. 29622MOR
Exp. 12/31/2013

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

Demolition Plan

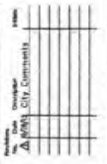
Client Proj # 0000
Project Proj # 7124
Engineer: TAT
Designer: KKC
Drawer: GRW
Plotter: 10/28/2013

DWG: C003
Sht. 2 of 9



Point #	Point Description	Elevation	Height	Curly
1	B/C water existing	708.18	113025.6737	1000-01-016
2	Exst/Prop. Radius	707.60	113019.4064	1000-04-029
3	Exst/Prop. Radius	707.82	113026.1229	1000-06-007
4	Exst/Prop. Radius	707.82	113026.1229	1000-03-010
5	Exst/Prop. Radius	707.82	113026.1229	1000-06-208
6	Corner	708.00	113025.8469	1000-19-021
7	High Curb Top	707.88	113028.2022	1000-00-020
8	Ext. Curb Top	707.00	113028.4467	1000-01-007
9	Ext. Curb Top	707.00	113028.5102	1000-13-077
10	High Curb Top	708.00	113028.7625	1000-04-029
11	Corner	708.00	113027.6801	1000-04-000
12	Start/End Radius	708.00	113028.2127	1000-07-017
13	Start/End Radius	708.70	113048.8340	1000-09-011
14	Corner	704.212	113047.0828	1000-11-004
15	Corner	707.000	113051.9708	1000-02-028
16	Corner	708.075	113058.8263	1000-06-008
17	Corner	704.880	113050.8480	1000-01-002
18	Corner	704.842	113049.4783	1000-03-010
19	Corner	708.880	113060.7428	1000-02-017
20	Corner	708.880	113058.8819	1000-08-008
21	Corner	708.900	113050.4000	1000-04-011
22	Corner	708.880	113058.1288	1000-03-077
23	Corner	708.880	113048.2976	1000-04-029
24	Corner	708.880	113058.8262	1000-07-018
25	Corner	708.880	113050.1888	1000-06-020
26	Corner	708.880	113027.8144	1000-08-112
27	Corner	708.880	113030.4120	1000-08-012
28	Corner	708.880	113048.7517	1000-06-005
29	Corner	707.000	113048.0287	1000-06-005
30	Corner	708.880	113048.0287	1000-06-005
31	Corner	708.880	113048.0287	1000-06-005
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40	Corner	708.880	113048.0287	1000-06-005
41	Corner	708.880	113048.0287	1000-06-005
42	Corner	708.880	113048.0287	1000-06-005
43	Corner	708.880	113048.0287	1000-06-005
44	Corner	708.880	113048.0287	1000-06-005
45	Corner	708.880	113048.0287	1000-06-005
46	Start/End Radius	707.700	113042.0070	1000-11-000
47	Start/End Radius	707.700	113042.0070	1000-11-000
48	Start/End Radius	708.075	113048.0287	1000-06-005
49	Start/End Radius	708.075	113048.0287	1000-06-005
50	Start/End Radius	708.144	113048.1388	1000-07-046
51	Start/End Radius	8.000	113047.6144	1000-02-182
52	Start/End Radius	707.200	113043.2015	1000-07-042
53	Start/End Radius	708.880	113048.0287	1000-07-042
54	Start/End Radius	708.880	113048.0287	1000-07-042
55	Start/End Radius	708.880	113048.0287	1000-07-042
56	Start/End Radius	708.880	113048.0287	1000-07-042
57	Start/End Radius	708.880	113048.0287	1000-07-042
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60	Start/End Radius	708.880	113048.0287	1000-07-042
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66	Start/End Radius	708.880	113048.0287	1000-07-042
67	Start/End Radius	708.880	113048.0287	1000-07-042
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69	Start/End Radius	708.880	113048.0287	1000-07-042
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73	Start/End Radius	708.880	113048.0287	1000-07-042
74	Start/End Radius	708.880	113048.0287	1000-07-042
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76	Start/End Radius	708.880	113048.0287	1000-07-042
77	Start/End Radius	708.880	113048.0287	1000-07-042
78	Start/End Radius	708.880	113048.0287	1000-07-042
79	Start/End Radius	708.880	113048.0287	1000-07-042
80	Start/End Radius	708.880	113048.0287	1000-07-042
81	Start/End Radius	708.880	113048.0287	1000-07-042
82	Start/End Radius	708.880	113048.0287	1000-07-042
83	Start/End Radius	708.880	113048.0287	1000-07-042

- Elevations At Curbs Are Top Of Curb Unless Noted Otherwise.
- Match Existing Elevations When Tying Into Existing Facilities.



Thomas A. Trehan
 MO-E 22833
 Expires 12-31-2015
THInc
 Consulting Engineers
 TRAVIS HANSEN &
 HENDERSON, INC.
 161 Peninsula 2
 Columbia, MO 65202
 Phone 672-81-0888
 Fax 672-81-1108
 810 Bay Center, St. Louis
 810 Bay Center, St. Louis
 810 Bay Center, St. Louis

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

Site Plan

Client Proj # 0000
 THInc Proj # 7124
 Engineer TAT
 Designer AKS
 Drafter DRK
 Printed 10/28/2015
 DWG. C-102
 Sht. 4 of 9

City of Columbia

701 East Broadway, Columbia, Missouri 65201



SUPPORTING DOCUMENTS INCLUDED WITH THIS AGENDA ITEM ARE AS FOLLOWS:

Correspondence from Public

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.

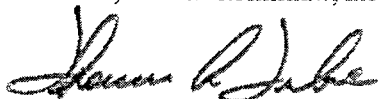
Attached are copies of the legal description for the temporary easement and the construction plan sheet that depicts this area and the requirements that we are placing on the contractor, noting specifically:

- 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