

Council Bill: B 335-11

MOTION TO AMEND:

MADE BY: _____

SECONDED BY: _____

MOTION: I move that Council Bill B 335-11 be amended as set forth on this amendment sheet.

=====

Exhibit A attached to this amendment sheet is substituted for the Exhibit A attached to the original bill.

TRAIL EASEMENT AND AGREEMENT

This Trail Easement and Agreement is made and entered into on the ____ day of _____, 2011, by and between Columbia Audubon Society Incorporated, a Missouri non-profit corporation, Grantor, and the City of Columbia, Missouri, a municipal corporation, Grantee, Grantee's mailing address is Post Office Box 6015, Columbia, MO 65205;

WITNESSETH:

Grantor, for good and valuable consideration, does hereby grant to the City of Columbia, Missouri, an exclusive perpetual easement on the following described real property for the construction, use and maintenance of a recreational trail and appurtenances thereto (the "Trail"):

TWO (2) TRACTS OF LAND LOCATED IN THE SOUTH HALF OF SECTION 16, TOWNSHIP 48 NORTH, RANGE 13 WEST, COLUMBIA, BOONE COUNTY, MISSOURI, BEING ACROSS PART OF THE TRACT DESCRIBED BY THE WARRANTY DEED RECORDED IN BOOK 1682, PAGE 688 AND TRACT 1-B OF THE SURVEY RECORDED IN BOOK 1681, PAGE 774 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

TRACT 1

BEGINNING AT THE SOUTHWEST CORNER OF SAID TRACT 1-B; THENCE WITH THE WEST LINE THEREOF, N2°02'00"E, 16.02 FEET; THENCE LEAVING SAID WEST LINE S85°22'00"E, 30.03 FEET; THENCE, S2°02'00"W, 16.02 FEET TO THE SOUTH LINE OF SAID TRACT 1-B; THENCE WITH SAID SOUTH LINE N85°22'00"W, 30.03 FEET TO THE POINT OF BEGINNING AND CONTAINING 480 SQUARE FEET;

TRACT 2

A STRIP TWELVE (12) FEET WIDE, BEING SIX (6) FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE: COMMENCING AT THE SOUTHWEST CORNER OF SAID TRACT 1-B; THENCE WITH THE SOUTH LINE THEREOF, S85°22'00"E, 30.03 FEET; THENCE LEAVING SAID SOUTH LINE, N2°02'00"E, 6.01 FEET TO THE POINT OF BEGINNING;

THENCE FROM THE POINT OF BEGINNING, PARALLEL WITH SAID SOUTH LINE, S85°22'00"E, 356.65 FEET; THENCE 27.76 FEET ALONG A 50.00-FOOT RADIUS CURVE TO THE LEFT, SAID CURVE HAVING A CHORD, N78°43'30"E, 27.41 FEET; THENCE N62°49'00"E, 69.26 FEET; THENCE 23.35 FEET ALONG A 50.00-FOOT RADIUS CURVE TO THE RIGHT, SAID CURVE HAVING A CHORD, N76°11'50"E, 23.14 FEET; THENCE N89°34'30"E, 21.40 FEET; THENCE 34.54 FEET ALONG A 100.00-FOOT RADIUS CURVE TO THE RIGHT, SAID CURVE HAVING A CHORD, S80°31'45"E, 34.37 FEET; THENCE S70°38'05"E, 52.47 FEET; THENCE 27.29 FEET ALONG A 100.00-FOOT RADIUS CURVE

TO THE LEFT, SAID CURVE HAVING A CHORD, S78°27'10"E, 27.21 FEET; THENCE S86°16'20"E, 59.98 FEET; THENCE 17.97 FEET ALONG A 200.00-FOOT RADIUS CURVE TO THE LEFT, SAID CURVE HAVING A CHORD, S88°50'45"E, 17.97 FEET; THENCE N88°34'45"E, 78.69 FEET; THENCE 19.36 FEET ALONG A 50.00-FOOT RADIUS CURVE TO THE RIGHT, SAID CURVE HAVING A CHORD, S80°19'30"E, 19.24 FEET; THENCE S69°13'50"E, 54.38 FEET; THENCE 32.92 FEET ALONG A 100.00-FOOT RADIUS CURVE TO THE LEFT, SAID CURVE HAVING A CHORD, S78°39'45"E, 32.77 FEET; THENCE S88°05'40"E, 28.69 FEET; THENCE 19.31 FEET ALONG A 200.00-FOOT RADIUS CURVE TO THE RIGHT, SAID CURVE HAVING A CHORD, S85°19'40"E, 19.30 FEET; THENCE S82°33'45"E, 161.63 FEET; THENCE 10.01 FEET ALONG A 50.00-FOOT RADIUS CURVE TO THE RIGHT, SAID CURVE HAVING A CHORD, S76°49'40"E, 9.99 FEET; THENCE S71°05'35"E, 46.50 FEET; THENCE 10.20 FEET ALONG A 50.00-FOOT RADIUS CURVE TO THE LEFT, SAID CURVE HAVING A CHORD, S76°56'15"E, 10.18 FEET; THENCE S82°46'50"E, 51.27 FEET; THENCE 13.37 FEET ALONG A 50.00-FOOT RADIUS CURVE TO THE LEFT, SAID CURVE HAVING A CHORD, N89°33'30"E, 13.33 FEET; THENCE N81°53'50"E, 85.13 FEET TO THE EAST LINE OF SAID TRACT 1-B, BEING N0°54'35"E, 39.65 FEET FROM THE SOUTHEAST CORNER OF SAID TRACT 1-B.

THE DESCRIBED STRIP CONTAINS 15,625 SQUARE FEET.

Grantor and Grantee, as further consideration for this easement, agree that the following terms, conditions, restrictions and limitations shall be effective and binding upon the parties and their respective successors and assigns:

Grantee shall pay Grantor \$9,000.00 upon execution and delivery of this easement and \$9,000.00 in January, 2012.

In order to ameliorate the grade of the trail to be constructed on the easement, Grantee shall construct an elevated boardwalk on the trail extending from Grantee's Dublin Park onto the western portion of the easement. Grantee shall construct an eight foot concrete trail on the rest of the trail easement.

Grantee, by ordinance duly enacted, will vacate the Cunningham Road right-of-way north of the easement.

Grantee will prohibit dogs on the trail easement and will post signs notifying the public of this prohibition.

It is the intent of the parties that no private encroachment shall be permitted on the easement and the Grantor shall not cause or allow to be constructed in, over, under, or across the described easement any improvement except that Grantor may cross the trail easement with a roadway to access a parking lot to be constructed by Grantor. Grantee shall not obstruct that portion of the easement which is south of and adjacent to said parking lot area such that ingress to and egress from said parking lot is impeded.

No trees shall be removed or destroyed by Grantee in constructing or maintaining the Trail, other than dead or diseased trees.

Grantee, at Grantee's expense, shall restore all portions of Grantor's property outside the Trail easement that are damaged during construction of the Trail, as closely as possible, to their preconstruction condition.

Control over and maintenance of the Trail shall be Grantee's sole and separate responsibility. Grantor shall not have any duty to report any dangerous conditions on the Trail, to warn any user of the Trail as to any dangerous condition, or to supervise any aspect of the use, maintenance, policing, or safety of the Trail. Grantee accepts this easement upon that condition and shall not take any action or any position in any judicial or administrative proceeding which is inconsistent with this paragraph. Grantee shall have the same responsibility for the Trail as Grantee has for its other public parks and recreational facilities. Grantor hereby disclaims any and all liability for accidents or damages resulting from public use of the Trail as may be caused

or contributed to be caused either by the Grantee's construction of the Trail, or as otherwise may result from the Grantee's ownership of the Trail or its operation of the Trail pursuant to this easement.

The only vehicular access granted by the easement shall be for purposes of maintenance of Grantee's Trail or for access by emergency vehicles in the case of an emergency within the easement.

The easement herein granted shall run with the land for so long as this easement is required in order for the Grantee to maintain and operate the Trail. It is the intent of both parties to this easement to restrict and forbid any activity or use that would, as a natural consequence, impede or make more difficult use of the easement for its intended purpose. This easement shall terminate when the Grantee, in the Grantee's discretion, determines to abandon the Trail or cease to maintain it. The Grantee may not assign the benefits of this easement to any third party without the consent of the Grantor.

The Grantor hereby covenants with Grantee that it is the true and lawful owner of the above-described real property and is lawfully seized of the same in fee simple and has good right and full power to grant this easement.

TO HAVE AND TO HOLD the described easement granted to the City of Columbia, its successors and assigns forever, for the uses and purposes described in this instrument.

[SIGNATURES ON FOLLOWING PAGES]

CITY OF COLUMBIA, MISSOURI

By: _____
Mike Matthes, City Manager

ATTEST:

Sheela Amin, City Clerk

APPROVED AS TO FORM:

Fred Boeckmann, 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:

Source:
Law Department

1 TB

Agenda Item No. Supplemental
B335-11

FISCAL and VISION NOTES:

City Fiscal Impact Enter all that apply:	
\$0	City's current net FY cost.
\$0	Amount of Funds Already appropriated
\$0	Amount of budget amendment needed
\$0	Estimated 2 yr net costs: One-time
\$0	Operating / On-going
Program Impact:	
N	New program/ agency (Y/N)
N	Duplicates/expands an existing program (Y/N)
N	Fiscal impact on any local political subdivision (Y/N)
Resources Required:	
N	Requires add'l FTE personnel? (Y/N)
N	Requires additional facilities? (Y/N)
N	Requires additional capital equipment? (Y/N)
Mandates:	
N	Federal or state mandated? (Y/N)
Vision Implementation Impact Enter Below All That Applies: Refer to Website:	
N	Vision Impact? (Y/N or if N, go no farther)
Item #	Primary Vision Statement, Goal, and/or Strategy Item#
Item #	Secondary Vision Statement, Goal, and/or Strategy Item#
Task #	FY10/FY11 Implementation Task#

TO: City Council
FROM: City Manager and Staff
DATE: November 30, 2011
RE: Scott's Branch Trail; Audubon Society Easement – Supplemental Information

EXECUTIVE SUMMARY:

The Audubon Society has revised language in the easement it is granting to the City for the Scott's Branch Trail. The revisions are acceptable to staff. Staff has prepared an amendment sheet that would substitute the revised easement for the easement attached to the original bill.

DISCUSSION:

After the council bill authorizing the trail easement and agreement with the Audubon Society was prepared and placed on the agenda, the Audubon Society proposed a number of changes to the easement document. These changes include:

- Adding specific language that the City will not obstruct access to the parking lot to be constructed by the Audubon Society.
- Specifically stating that control and maintenance of the Trail is the City's responsibility and that the Audubon Society disclaims any responsibility for any accidents that may occur on the Trail.
- Providing that the easement shall terminate when the City abandons it or ceases to maintain it.
- Providing that the City may not assign the easement without the consent of the Audubon Society.

FISCAL IMPACT:

None.

VISION IMPACT:

None.

SUGGESTED COUNCIL ACTIONS:

Amend the council bill in accordance with the amendment sheet before passage of the ordinance.

Introduced by _____

First Reading _____

Second Reading _____

Ordinance No. _____

Council Bill No. B 335-11

AN ORDINANCE

determining it is in the public interest to construct the Scott's Branch Trail project from Dublin Park to Weaver Road in the Bonnie View Nature Sanctuary; approving and adopting plans and specifications; determining that a portion of the work shall be done by contract; calling for bids through the Purchasing Division; determining that a portion of the project shall be done by city employees; providing for payment for the improvement; authorizing the City Manager to obtain, execute and record all documents necessary for the improvement; providing for compliance with the prevailing wage law and state-mandated construction safety training; authorizing a trail easement and agreement and accepting a temporary construction easement from the Columbia Audubon Society Incorporated; directing the City Clerk to have the conveyances recorded; and fixing the time when this ordinance shall become effective.

WHEREAS, the City Council adopted a resolution declaring the necessity of constructing the Scott's Branch Trail project from Dublin Park to Weaver Road in the Bonnie View Nature Sanctuary; and

WHEREAS, the notice of a public hearing on this project was published in a daily newspaper of general circulation in the city; and

WHEREAS, the City Council has held a public hearing on construction of the improvement.

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

SECTION 1. The Council finds that the construction of the Scott's Branch Trail project from Dublin Park to Weaver Road in the Bonnie View Nature Sanctuary, specifically to include construction of an eight-foot wide concrete trail connecting to an elevated boardwalk and the installation of landscaping, in the City of Columbia, Missouri, is necessary for the welfare and improvement of the city and that it is in the public interest that such improvements be made.

SECTION 2. The plans and specifications for this improvement, as prepared by the Director of Parks and Recreation, are hereby approved and made a part of this ordinance by reference.

SECTION 3. A portion of the construction of the improvement shall be done by contract in accordance with the plans and specifications, the laws of the State of Missouri, and the Charter and Ordinances of the City of Columbia, Missouri.

SECTION 4. The Purchasing Agent is hereby authorized to call for bids and execute a contract for the grading and construction of the eight-foot wide concrete trail. As deemed advisable by the City Manager, City employees shall be used to construct the boardwalk and install the final landscaping.

SECTION 5. Payment for this improvement shall be made from park sales tax funds and such other funds as may be lawfully appropriated.

SECTION 6. The City Manager is authorized to obtain, execute and have recorded all licenses, easements, deeds and any other conveyances or instruments necessary for the City to complete this improvement.

SECTION 7. The contract for the improvement shall provide that not less than the prevailing hourly rate of wages, as found by the Department of Labor and Industrial Relations of Missouri, shall be paid to all workers performing work under the contract. The contractor's bond shall guarantee the faithful performance of the prevailing hourly wage clause in the contract.

SECTION 8. The bid specifications and contract for the improvement shall provide that the contractor and any subcontractor shall provide a ten-hour Occupational Safety and Health Administration construction safety program (or a similar program approved by the Missouri Department of Labor and Industrial Relations) for all employees working on-site. All employees working on the site of the improvement are required to complete the safety program within 60 days of beginning work on the improvement project.

SECTION 9. The City Manager is hereby authorized to execute a trail easement and agreement with the Columbia Audubon Society Incorporated. The form and content of the trail easement and agreement shall be substantially as set forth in "Exhibit A" attached hereto and made a part hereof as fully as if set forth herein verbatim.

SECTION 10. The City of Columbia accepts the following conveyance:

Temporary Construction Easement from the Columbia Audubon Society Incorporated, a copy of which, marked "Exhibit B" is attached to this ordinance.

SECTION 11. The City Clerk is authorized and directed to have the trail easement and agreement and temporary construction easement recorded in the office of the Boone County Recorder of Deeds.

SECTION 12. This ordinance shall be in full force and effect from and after its passage.

PASSED this _____ day of _____, 2011.

ATTEST:

City Clerk

Mayor and Presiding Officer

APPROVED AS TO FORM:

City Counselor

TRAIL EASEMENT AND AGREEMENT

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THE DESCRIBED STRIP CONTAINS 15,625 SQUARE FEET.

Grantor and Grantee, as further consideration for the trail easement, agree that the following terms, conditions, restrictions and limitations shall be effective and binding upon the parties and their respective successors and assigns:

Grantee shall pay Grantor \$9,000.00 upon execution and delivery of this easement and \$9,000.00 in January, 2012.

In order to ameliorate the grade of the trail to be constructed on the easement, Grantee shall construct an elevated boardwalk on the trail extending from Grantee's Dublin Park onto the western portion of the easement. Grantee shall construct an eight foot concrete trail on the rest of the trail easement.

Grantee, by ordinance duly enacted, will vacate the Cunningham Road right-of-way north of the easement.

Grantee will prohibit dogs on the trail easement and will post signs notifying the public of this prohibition.

It is the intent of the parties that no private encroachment shall be permitted on the easement and the Grantor shall not cause or allow to be constructed in, over, under, or across the described easement any improvement except that Grantor may cross the trail easement with a roadway to access a parking lot to be constructed by Grantor.

No trees shall be removed or destroyed in constructing or maintaining the Trail, other than dead or diseased trees as identified by the Columbia Audubon Society.

Grantee, at Grantee's expense, shall restore all portions of Grantor's property outside the Trail easement that are damaged during construction of the Trail, as closely as possible, to their preconstruction condition.

Grantor accepts no liability for accidents or damages resulting from public use of the easement as may be invited by the Grantee's construction of the Trail, or as otherwise may result from the Grantee's ownership of the trail easement.

The only vehicular access granted by the easement shall be for purposes of maintenance of Grantee's Trail or for access by emergency vehicles in the case of an emergency within the easement.

The easement herein granted shall run with the land in perpetuity and it is the intent and purpose of both parties to this easement to restrict and forbid any activity or use that would, as a natural consequence, impede or make more difficult use of the easement for its intended purpose.

The Grantor hereby covenants with Grantee that it is the true and lawful owner of the above-described real property and is lawfully seized of the same in fee simple and has good right and full power to grant this easement.

TO HAVE AND TO HOLD the described easement granted to the City of Columbia, its successors and assigns forever, for the uses and purposes described in this instrument.

[SIGNATURES ON FOLLOWING PAGES]

CITY OF COLUMBIA, MISSOURI

By: _____
Mike Matthes, City Manager

ATTEST:

Sheela Amin, City Clerk

APPROVED AS TO FORM:

Fred Boeckmann, 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:

TEMPORARY CONSTRUCTION EASEMENT

This temporary construction easement is granted on this _____ day of _____, 20____, by Columbia Audubon Society Incorporated, a Missouri non-profit corporation, Grantor, to the City of Columbia, Missouri, a municipal corporation, Grantee, Grantee's mailing address Post Office Box 6015, Columbia, MO 65205.

WITNESSETH:

Grantor, in consideration of the sum of Ten Dollars (\$10.00), paid by the City of Columbia, Missouri, a municipal corporation, the receipt of which is hereby acknowledged, do hereby grant unto the Grantee, a temporary construction easement to be in effect during the time of construction of the Scott's Branch Trail project in Boone County for the following purposes: to provide access to the construction project by granting the right to enter upon, store materials, and operate and park equipment on, over and across the property 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 TRACT OF LAND LOCATED IN THE SOUTH HALF OF SECTION 16, TOWNSHIP 48 NORTH, RANGE 13 WEST, COLUMBIA, BOONE COUNTY, MISSOURI, BEING ACROSS PART OF THE TRACT DESCRIBED BY THE WARRANTY DEED RECORDED IN BOOK 1682, PAGE 688 AND TRACT 1-B OF THE SURVEY RECORDED IN BOOK 1681, PAGE 774 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID TRACT 1-B; THENCE WITH THE WEST LINE THEREOF, N2°02'00"E, 30.03 FEET; THENCE LEAVING SAID WEST LINE S85°22'00"E, 387.77 FEET; THENCE 14.44 FEET ALONG A 26.00-FOOT RADIUS CURVE TO THE LEFT, SAID CURVE HAVING A CHORD, N78°43'30"E, 14.25 FEET; THENCE N62°49'00"E, 69.26 FEET; THENCE 34.56 FEET ALONG A 74.00-FOOT RADIUS CURVE TO THE RIGHT, SAID CURVE HAVING A CHORD, N76°11'50"E, 34.25 FEET; THENCE N89°34'30"E, 21.40 FEET; THENCE 42.83 FEET ALONG A 124.00-FOOT RADIUS CURVE TO THE RIGHT, SAID CURVE HAVING A CHORD, S80°31'45"E, 42.62 FEET; THENCE S70°38'05"E, 23.56 FEET; THENCE N69°43'30"E, 59.00 FEET; THENCE S86°38'45"E 50.00 FEET; THENCE S48°08'00"E, 52.35 FEET; THENCE N88°34'45"E, 57.64 FEET; THENCE 28.66 FEET ALONG A 74.00-FOOT RADIUS CURVE TO THE RIGHT, SAID CURVE HAVING A CHORD, S80°19'30"E, 28.48 FEET; THENCE S69°13'50"E, 54.38 FEET; THENCE 25.02 FEET ALONG A 76.00-FOOT RADIUS CURVE TO THE LEFT, SAID CURVE HAVING A CHORD, S78°39'45"E, 24.91 FEET; THENCE S88°05'40"E, 28.69 FEET; THENCE 21.63 FEET ALONG A 224.00-FOOT RADIUS CURVE TO THE RIGHT, SAID CURVE HAVING A CHORD, S85°19'40"E, 21.62 FEET; THENCE S82°33'45"E, 161.63 FEET; THENCE 14.81 FEET ALONG A 74.00-FOOT RADIUS CURVE TO THE RIGHT, SAID CURVE HAVING A CHORD, S76°49'40"E, 14.79 FEET; THENCE S71°05'35"E, 46.50

FEET; THENCE 5.30 FEET ALONG A 26.00-FOOT RADIUS CURVE TO THE LEFT, SAID CURVE HAVING A CHORD, S76°56'15"E, 5.29 FEET; THENCE S82°46'50"E, 51.27 FEET; THENCE 6.95 FEET ALONG A 26.00-FOOT RADIUS CURVE TO THE LEFT, SAID CURVE HAVING A CHORD, N89°33'30"E, 6.93 FEET; THENCE N81°53'50"E, 88.94 FEET TO THE EAST LINE OF SAID TRACT 1-B; THENCE WITH SAID EAST LINE, S0°54'35"W, 30.38 FEET; THENCE LEAVING SAID EAST LINE, S81°53'50"W, 84.18 FEET; THENCE 14.98 FEET ALONG A 56.00-FOOT RADIUS CURVE TO THE RIGHT, SAID CURVE HAVING A CHORD, S89°33'30"W, 14.93 FEET; THENCE N82°46'50"W, 1.31 FEET; THENCE S7°11'55"W, 9.15 FEET TO THE NORTH LINE OF CUNNINGHAM ROAD RIGHT-OF-WAY SHOWN BY UNIVERSITY PARK ADDITION #7, RECORDED IN PLAT BOOK 12, PAGE 88; THENCE WITH SAID NORTH LINE, N82°46'50"W, 40.00 FEET; THENCE LEAVING SAID NORTH LINE, N7°11'55"E, 9.15 FEET; THENCE N82°46'50"W, 9.96 FEET; THENCE 11.42 FEET ALONG A 56.00-FOOT RADIUS CURVE TO THE RIGHT, SAID CURVE HAVING A CHORD, N76°56'15"W, 11.43 FEET; THENCE N71°05'35"W, 46.50 FEET; THENCE 8.81 FEET ALONG A 44.00-FOOT RADIUS CURVE TO THE LEFT, SAID CURVE HAVING A CHORD, N76°49'40"W, 8.79 FEET; THENCE N82°33'45"W, 161.63 FEET; THENCE 18.73 FEET ALONG A 194.00-FOOT RADIUS CURVE TO THE LEFT, SAID CURVE HAVING A CHORD, N85°19'40"W, 18.72 FEET; THENCE N88°05'40"W, 28.69 FEET; THENCE 34.90 FEET ALONG A 106.00-FOOT RADIUS CURVE TO THE RIGHT, SAID CURVE HAVING A CHORD, N78°39'45"W, 34.74 FEET; THENCE N69°13'50"W, 54.38 FEET; THENCE 17.04 FEET ALONG A 44.00-FOOT RADIUS CURVE TO THE LEFT, SAID CURVE HAVING A CHORD, N80°19'30"W, 16.93 FEET; THENCE S88°34'45"W, 78.69 FEET; THENCE 18.51 FEET ALONG A 206.00-FOOT RADIUS CURVE TO THE RIGHT, SAID CURVE HAVING A CHORD, N88°50'45"W, 18.51 FEET; THENCE N86°16'20"W, 59.98 FEET; THENCE 28.93 FEET ALONG A 106.00-FOOT RADIUS CURVE TO THE RIGHT, SAID CURVE HAVING A CHORD, N78°27'10"W, 28.84 FEET; THENCE N70°38'05"W, 52.47 FEET; THENCE 32.47 FEET ALONG A 94.00-FOOT RADIUS CURVE TO THE LEFT, SAID CURVE HAVING A CHORD, N80°31'45"W, 32.31 FEET; THENCE S89°34'30"W, 21.40 FEET; THENCE 20.55 FEET ALONG A 44.00-FOOT RADIUS CURVE TO THE LEFT, SAID CURVE HAVING A CHORD, S76°11'50"W, 20.36 FEET; THENCE S62°49'05"W, 69.26 FEET; THENCE 31.09 FEET ALONG A 56.00-FOOT RADIUS CURVE TO THE RIGHT, SAID CURVE HAVING A CHORD, S78°43'25"W, 30.70 FEET TO THE SOUTH LINE OF SAID TRACT 1-B; THENCE WITH SAID SOUTH LINE, N85°22'00"W, 386.40 FEET TO THE POINT OF BEGINNING AND CONTAINING 27,705 SQUARE FEET NOT INCLUDING THE AREA WITHIN THE PROPOSED PERMANENT TRAIL EASEMENT.

TO HAVE AND TO HOLD the temporary easement unto the Grantee and to its successors and assigns during the period of construction herein referred to. The easement shall cease upon completion of the construction.

This grant includes the right of the City of Columbia, Missouri, its officers, agents and employees, to enter upon the real estate at any time during the time of construction for the purpose of exercising any of the rights herein granted.

The Grantor covenants that it has the right and authority to make and execute this agreement on behalf of the corporation.

TO: City Council
FROM: City Manager and Staff
DATE: November 3, 2011
RE: Scott's Branch Trail: Bonnie View to Dublin

EXECUTIVE SUMMARY:

As requested by Council, staff has prepared an ordinance authorizing an agreement with the Columbia Audubon Society (CAS) for the acquisition of easements necessary to construct the Scott's Branch Trail from Bonnie View Nature Sanctuary to Dublin Park. Park planning staff and CAS representatives have mutually agreed upon the attached trail route (Attachment A). Additionally, staff and Audubon representatives agree that the trail shall be constructed as an 8-ft concrete surface connecting to an elevated boardwalk that extends from Dublin Park into CAS property. The acquisition cost for the 12-foot permanent trail easement is \$18,000.

All work on the proposed trail including the portion crossing the Audubon property will be bid through the City's Purchasing Department and be completed with a combination of contract and force account labor. Preliminary architectural and engineering work for the boardwalk is underway and work has already begun on the previously approved portions of the Scott's Branch Trail located within Bonnie View Nature Sanctuary. Staff anticipates that, depending on the weather, work on the section of trail crossing the Audubon property may begin this winter and should be completed during the construction season of 2012.

Relating to this ordinance, staff has prepared an ordinance to prohibit dogs on the Scott's Branch Trail between Dublin Park and Bonnie View Nature Sanctuary. At a later date, staff will return to Council with an ordinance to vacate the Cunningham Road easement.

DISCUSSION:

At the July 18, 2011 Council meeting, the Columbia Audubon Society presented a compromise proposal that would allow the Scott's Branch Trail to be constructed through the southern portion of the Audubon Nature Sanctuary providing an east-west connection from Dublin Park to Weaver Street. In follow-up to the Audubon Society's proposal, the Council directed staff to work with Audubon to finalize the

easement route and bring back an ordinance authorizing the acquisition of the easement and the construction of this section of trail. Park planning staff and CAS representatives subsequently met several times on site to determine the route of the Scott's Branch Trail including design and construction methods to minimize the impact of the trail on CAS property.

The final trail route has been surveyed and a legal description prepared and is shown as Attachment A. The permanent easement shall be 12-foot wide allowing for the construction of an 8-ft trail. Audubon has agreed to allow a temporary construction easement of 30-feet for storage of excavated soil and to provide access for construction equipment. Normal construction easements range from 50-100 feet, but park staff believe that this trail can be built within the requested 30-foot easement. CAS has allowed a wider temporary construction easement on

City Fiscal Impact Enter all that apply:	
\$0	City's current net FY cost.
\$980,000	Amount of Funds Already appropriated
\$0	Amount of budget amendment needed
\$0	Estimated 2 yr net costs:
\$6,000	One-time
	Operating / On-going
Program Impact:	
N	New program/ agency (Y/N)
N	Duplicates/expands an existing program (Y/N)
N	Fiscal impact on any local political subdivision (Y/N)
Resources Required:	
N	Requires add'l FTE personnel? (Y/N)
N	Requires additional facilities? (Y/N)
N	Requires additional capital equipment? (Y/N)
Mandates:	
N	Federal or state mandated? (Y/N)
Vision Implementation Impact Enter Below All That Applies: <u>Refer to Website:</u>	
Y	Vision Impact? (Y/N or if N, go no further)
12.4	Primary Vision, Strategy and/or Goal Item#
	Secondary Vision, Strategy and/or Goal Item#
40	FY10/FY11 Implementation Task#

sensitive areas in order to allow for the trail construction to bypass several larger trees. Where the boardwalk leaves Dublin Park and enters CAS property, a permanent 16' x 30' easement has been agreed upon in order to allow for the construction of the elevated boardwalk. A wider easement is needed in this area in order to allow for a gradual transition radius of the boardwalk from Bonnie View into Audubon property.

As noted in their July 18, 2011 compromise letter, the Columbia Audubon Society requested certain stipulations as part of the compromise route and the Department is agreeable to the stipulations as noted below:

1. Trail to be ran along the southern portion of the property with no switchback. Audubon to have final approval of trail route.
2. No trees are to be removed or destroyed.
3. Audubon may cross trail to build a parking lot.
4. Compensate CAS \$18,000 as payment for the permanent and temporary construction easement. Payment to be made in two equal payments in Dec 2011 and Jan 2012.
5. 12-ft permanent easement (8-ft trail with a two foot easement on each side).
6. Grant CAS an easement across the trail so that they may construct an entry road and parking lot at the terminus of Cunningham Road.
7. No dogs on Audubon property. This will require a separate ordinance.
8. Cunningham Road easement on CAS property is to be abandoned. Staff will return at a later date with an ordinance to vacate the easement.

The July 18 compromise also suggested that "Where the path is not boardwalk, it should be of a chat or equivalently permeable surface and not be concrete or asphalt." Park planning staff met with representatives of the Columbia Audubon Society to discuss the construction of the trail and after looking at all of the various options for trail construction (Attachment B) mutually agreed that a concrete trail will provide the least intrusive and damaging surface. Park construction staff will work closely with CAS representatives throughout the construction process.

Attachment C is a letter from the Columbia Audubon Society supporting the final trail route and that the trail be constructed as an 8-foot wide concrete trail.

FISCAL IMPACT:

The estimated cost of the total Scott's Branch Trail project is expected to be no more than the current \$980,000 already appropriated for the project. The estimated construction cost of the east-west option that connects Dublin Park to Weaver Street is \$265,360 including the construction of an elevated boardwalk and concrete trail. This project also includes an \$18,000 acquisition cost for the 12-foot permanent easement across the Columbia Audubon Nature Sanctuary. Funding for this project is from the 2005 Park Sales Tax. Any unused funding will be deferred or moved to another trail project. The estimated annual cost of the maintenance for the concrete trail and boardwalk is approximately \$3,000.

VISION IMPACT:

12.4 Goal: An extensive, safe network of trails will accommodate a variety of users ranging from recreational to non-motorized travelers. This network may include roadway and public transportation infrastructure to connect parks, neighborhoods, schools, and businesses.

Implementation task #40: Fund and complete capital improvement program projects (parks).

SUGGESTED COUNCIL ACTIONS:

Approve the ordinance authorizing the acquisition of easements and the construction of the Scott's Branch Trail from Bonnie View Nature Sanctuary to Dublin Park.

DISPLAY OF
PROPOSED TRAIL ALIGNMENT
AUDUBON SOCIETY OF COLUMBIA

NOVEMBER 7, 2011

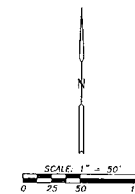
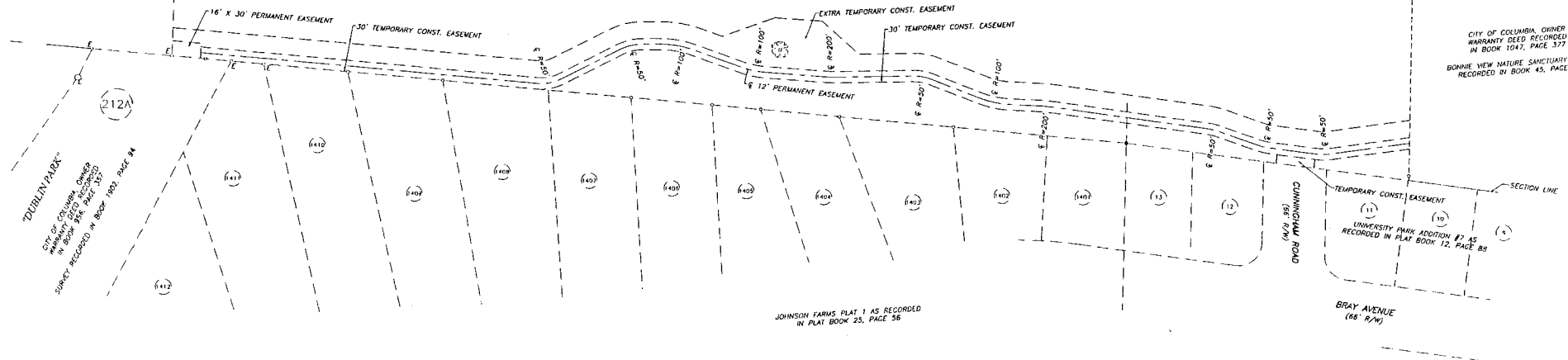
"AUDUBON NATURE SANCTUARY"

COLUMBIA AUDUBON SOCIETY, OWNER
WARRANTY DEED RECORDED
IN BOOK 1682, PAGE 688
TRACT 1-B
SURVEY RECORDED
IN BOOK 1681, PAGE 774

FRANCIS GARLAND RUSSELL, JR. &
PEGGY LEE C. RUSSELL, OWNERS
WARRANTY DEED RECORDED
IN BOOK 1171, PAGE 621
BONNIE VIEW SUBDIVISION - PLAT 1
RECORDED IN PLAT BOOK 29, PAGE 44

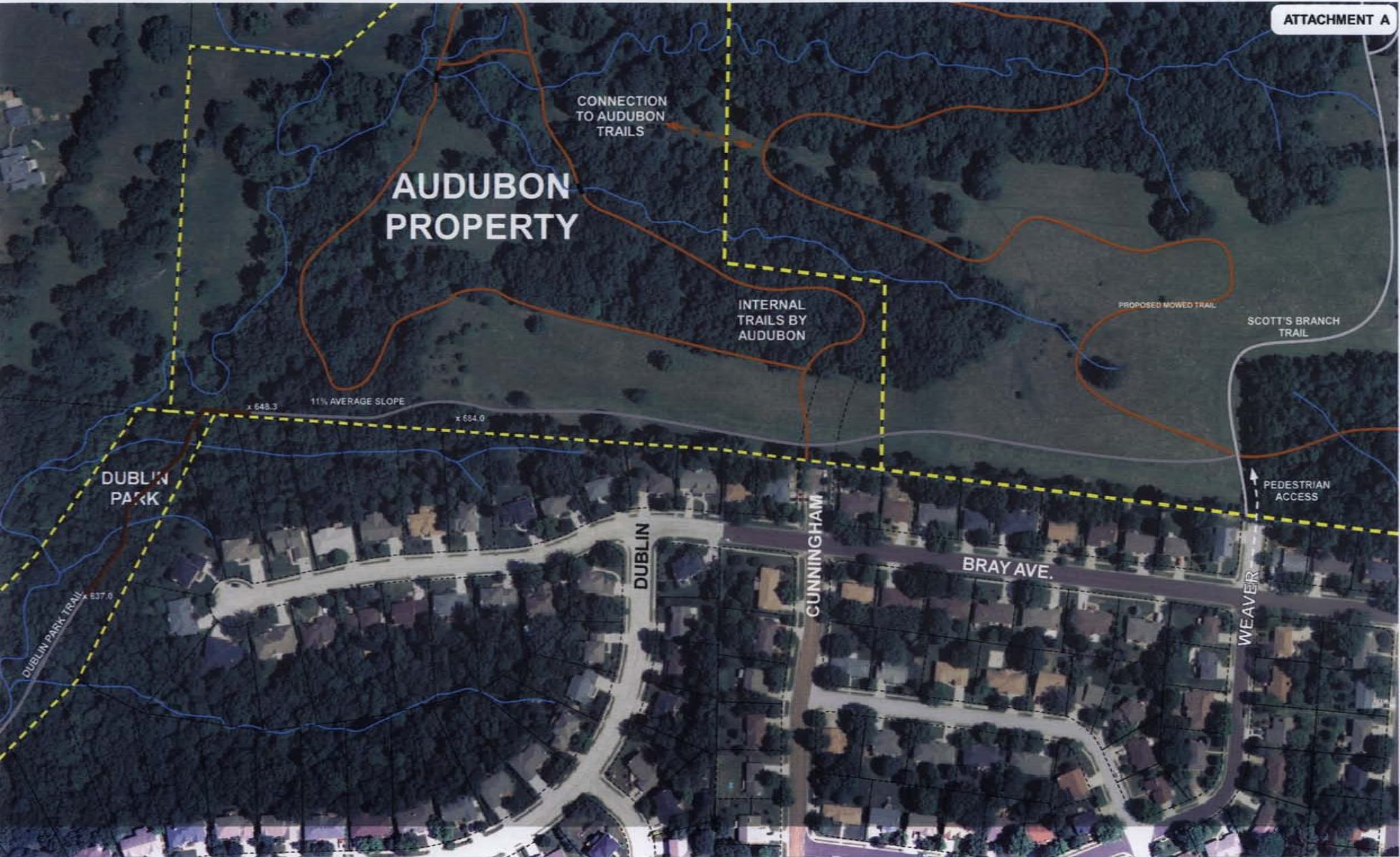
"BONNIE VIEW NATURE
SANCTUARY"

CITY OF COLUMBIA, OWNER
WARRANTY DEED RECORDED
IN BOOK 1047, PAGE 377
BONNIE VIEW NATURE SANCTUARY SUBD.
RECORDED IN BOOK 45, PAGE 24



PREPARED BY

**ALLSTATE
CONSULTANTS**
3112 LEMONE INDUSTRIAL BLVD
COLUMBIA, MISSOURI 65201
(314) 875-6799



Trail Surface Options for Bonnie View and Audubon Properties

Asphalt

Cost comparison: from Weaver Rd. to the proposed Boardwalk 1864' x 8' wide
14,912 sq. ft., 3" of asphalt, 8" of base rock, Materials and Contract Labor = \$36,000

Maintenance requirements: Edges need to be mowed approximately once a month from April to October and treated with vegetation herbicide. As cracks appear, they need yearly crack filling and sealing of surface.

Advantages

- Best initial surface (smooth, no seams/expansion joints).
- Does not wash in flood areas or on steep slopes.
- Slightly cheaper than concrete in initial cost.
- Similar to concrete in that the surface is cleaner and prevents commuters and gear from getting dirty in wet conditions.



Disadvantages

- Vegetation through stolons and rhizomes will encroach and crack edges of asphalt. Maintenance requirements include treating edges with vegetation herbicides frequently during turf growing seasons.
- Yearly maintenance consisting of crack filling and sealing.
- Asphalt lifespan is approximately 10 years and treatment consists of a minimum of a 2-inch overlay of new asphalt. This often changes the grade and flow of stormwater.
- Little structural strength to span over soil problems below.
- In order to minimize cracking, asphalt requires a thicker rock base than concrete. This means that the soil has to be excavated at a deeper depth thus creating the potential to damage tree roots and creating more cut and filling.
- Impervious surface.

Concrete

Cost comparison: from Weaver Rd. to the proposed Boardwalk 1864' x 8' wide
14,912 sq. ft., 4" of concrete, Materials and Contract Labor (incl. added color) = \$65,300

Maintenance requirements: Edges need to be mowed approximately once a month from April to October and treated with vegetation herbicide.

Advantages

- Minimal maintenance and provides longest initial lifespan of 20 years or more.
- Vegetation stolons and rhizomes will not break up edges.
- Does not wash in flood areas or on steep slopes.
- Steel in concrete keeps it from deflecting preventing tripping hazards or barriers for wheel chairs.
- Similar to asphalt in that the surface is cleaner and prevents commuters and gear from getting dirty in wet conditions.
- Structural strength of concrete does not require gravel base rock so excavation is minimal thus lessening impact on tree roots.
- Consistent surface quality requires little inspection or maintenance.
- Satisfies all ADA requirements.



Disadvantages

- More expensive than gravel or asphalt (initial installation).
- Runners/Joggers express concern over running on hard surfaces such as concrete and asphalt.
- Less natural looking than gravel.
- Impervious surface.

Gravel

Cost comparison: from Weaver Rd. to the proposed Boardwalk 1864' x 8' wide
14,912 sq. ft., 8" of gravel, Materials and Contract Labor = \$14,500

Maintenance requirements: Edges need to be mowed approximately once a month from April to October. Gravel will wash during major rain events requiring additional gravel and grading.



Advantages

- Considered by some to be more natural looking.
- Good for flat areas out of flood plains or flood ways.
- Preferred surface for runners/joggers.
- Low cost for initial installation.

Disadvantages

- Surface conditions may change overnight requiring frequent inspections.
- Difficult to maintain consistent surface quality due to gully erosion caused by stormwater runoff.
- Freeze/thaw conditions in winter create soft, wet and dirty surface.
- Gravel migrates on steep trail slopes.
- Inconsistent surface conditions makes it difficult surface for bike riders and other wheeled equipment on steep slopes and on loose gravel.
- If silt runs onto surface, it is difficult to remove without removal of some of the gravel surface.
- Inconsistent surface makes it difficult to meet ADA standards 100% of time.
- Vegetation will encroach on edges and germinate or grow through surface. Chemical herbicides required to kill weeds.
- Limestone and dusty chat aggregate that is commonly used for trail construction is not the gravel found in natural areas and streams. Heavy rains causing sheet and gully erosion often causes this gravel to be washed into streams and trail buffer areas.

Manufactured Porous Pavers

Grass, Gravel, Concrete and Recycled Glass

Grass Pave2

Cost comparison: from Weaver Rd. to the proposed Boardwalk 1864' x 8' wide
14,912 sq. ft., GrassPave2, 8" of base rock, Materials and Contract Labor = \$104,000 -
\$156,000 depending on labor costs.

Maintenance requirements: Surface needs to be mowed approximately once a week from April to October. Yearly re-seeding of worn areas is required.



Advantages

- 100% grass surface with solid subsurface.
- "Cool" pervious surface. No heat absorption.
- Storm water infiltration and cleansing.
- Great for flat areas that have minimal or inconsistent traffic. Often used for emergency access lanes or seasonal overflow parking.

Disadvantages

- Not a good surface for bikes or wheel chairs
- Requires weekly mowing.
- Not suited for daily traffic. This product is not recommended for uses that have more than 5 passes per day.
- Expensive material costs and labor intensive installation.
- Requires greater initial excavation (harming trees) to provide the required rock base depth.
- Due to rock base, requires irrigation to maintain lush green appearance of turf grass. If no irrigation is required, turf will likely die or go dormant during drought conditions.
- Requires subsurface drainage pipes periodically to allow water to escape from gravel below. This creates concentrated flows as opposed to surface run-off.

Gravel Pave2

Cost comparison: from Weaver Rd. to the proposed Boardwalk 1864' x 8' wide
14,912 sq. ft., GravelPave2, 8" of base rock, Materials and Contract Labor = \$100,000 -
\$150,000 depending on labor costs.

Maintenance requirements: Edges need to be mowed approximately once a month from April to October. Gravel will wash during major rain events requiring additional gravel and grading.



Advantages

- Natural looking surface, similar to gravel trails.
- Allows storm water infiltration and cleansing.
- Good multi-use surface.
- Good solid and clean surface for bikes and pedestrians in flat areas.

Disadvantages

- Vegetation will encroach on edges and germinate or grow through surface. Chemical herbicides required to kill weeds.
- Gravel will wash and expose plastic grid on slopes. Not recommended for slopes that exceed 8%.
- More costly than concrete, asphalt or gravel only.
- Requires greater initial excavation (harming trees) to provide the required rock base depth.
- Requires subsurface drainage pipes periodically to allow water to escape from gravel below. This creates concentrated flows as opposed to surface run-off.



Eroded trails can expose plastic grid below.

Drivable Grass®

Cost comparison: from Weaver Rd. to the proposed Boardwalk 1864' x 8' wide
14,912 sq. ft., Concrete pavers, 8" of base rock, Materials and Contract Labor = \$104,000 -
\$156,000 depending on labor costs.

Maintenance requirements: Surface needs to be mowed approximately once a week from
April to October. Yearly re-seeding of worn areas is required.



Advantages

- Attractive surface.
- Creates a stable surface with longevity of approximately 20 years.
- 40-60% grass surface area. Pervious surface.
- Does not wash in flood areas or on steep slopes.

Disadvantages

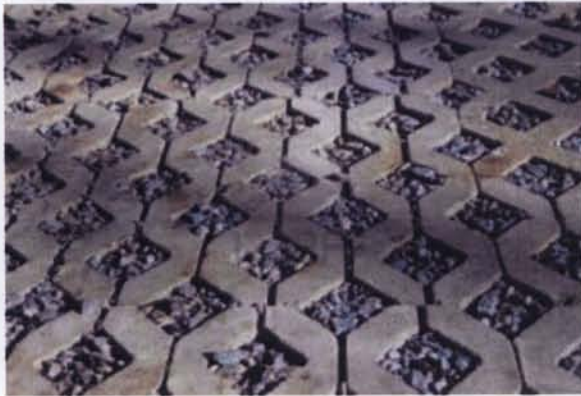
- Expensive material cost and labor intensive installation.
- Not a good surface for bikes or wheel chairs.
- Questionable ADA surface.
- Requires greater initial excavation (harming trees) to provide the required rock base depth.
- Due to rock base, requires irrigation to maintain lush green appearance of turf grass. If no irrigation is required, turf will likely die or go dormant during drought conditions.
- Requires weekly mowing to maintain proper grass height.
- Requires subsurface drainage pipes periodically to allow water to escape from gravel below. This creates concentrated flows as opposed to surface run-off.

Concrete Pavers

Multiple options exist for creating a porous surface using concrete blocks with various patterns, shapes and sizes. May be used with gravel or turf grass as surface fill.

Cost comparison: from Weaver Rd. to the proposed Boardwalk 1864' x 8' wide
14,912 sq. ft., 4" pavers, 8" of base rock, Materials and Contract Labor = \$206,400 - \$250,000 depending on labor costs.

Maintenance requirements: Edges need to be mowed approximately once a month from April to October.



Advantages

- Attractive natural colors available.
- Good longevity.
- Does not wash in flood areas or on steep slopes.
- Cleaner surface during and after rains. Keeps commuters clean.

Disadvantages

- Hard surface appearance.
- 50-90% non-porous surface.
- Rough surface for bikes and wheel chairs.
- Requires greater initial excavation (harming trees) to provide the required rock base depth.
- Expensive material cost and labor-intensive installation.
- Requires subsurface drainage pipes periodically to allow water to escape from gravel below. This creates concentrated flows as opposed to surface run-off.

FilterPave/EcoPave/FirmaPave (Recycled Glass)

Multiple options for creating a porous surface using recycled glass products.

Cost comparison: from Weaver Rd. to the proposed Boardwalk 1864' x 8' wide
14,912 sq. ft., 2.5" of Filterpave, 8" of base rock, Materials and Contract Labor = \$169,000.

Maintenance requirements: Edges need to be mowed approximately once a month from April to October.



Recycled glass used as a pervious parking lot.

Advantages

- Good ADA surface.
- Pervious material for storm water infiltration.
- Does not wash in flood areas or on steep slopes.
- Cleaner surface during and after rains. Keeps commuters clean.

Disadvantages

- Not a lot of history of use in Missouri climate.
- Staff has noticed loose glass fragments on existing glass lots in Columbia.
- Requires greater initial excavation (harming trees) to provide the required rock base depth.
- Requires subsurface drainage pipes periodically to allow water to escape from gravel below. This creates concentrated flows as opposed to surface run-off.

Howard Hinkel

405 EDGEWOOD AVE
COLUMBIA, MO 65203

November 2, 2001

The Columbia Audubon Society has had several meetings with Parks and Recreation staff members, during which we together either walked the proposed layout of the Scott's Branch Trail or met and discussed both the proposed layout and the trail's surface. These have been helpful meetings and have strengthened the desire of both groups to collaborate, when appropriate, on the development of Columbia Audubon Nature Sanctuary and Bonnie View Nature Sanctuary.

Columbia Audubon is satisfied with the current proposed layout of the Scott's Branch Trail as it crosses Audubon property and agrees with Parks and Recreation that concrete would be the best surface.

For the Columbia Audubon Society,


Howard H. Hinkel, President.

VAN MATRE, HARRISON, HOLLIS, AND TAYLOR, P.C.

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BRYAN C. BACON*
PAUL C. WILSON

EVERETT S. VAN MATRE
(1922-1998)

*ADMITTED IN MISSOURI AND ILLINOIS

July 18, 2011

Mayor Bob McDavid
Fred Schmidt, Ward 1
Jason Thornhill, Ward 2
Gary Kespohl, Ward 3
Daryl Dudley, Ward 4
Helen Anthony, Ward 5
Barbara Hoppe, Ward 6
City of Columbia
701 E. Broadway
Columbia, MO 65201
Via Hand Delivered

Mr. Mike Matthes, City Manager
Mr. Tim Teddy, Director of Planning
Mr. John Glascock, Director of Public Works
City of Columbia
701 E. Broadway
Columbia, MO 65201
Via Hand Delivered

Re: Amended and Restated Proposed compromise involving Columbia Audubon Society's
property adjacent to Dublin Park / Location for Scotts Branch Trail

Dear Mr. Mayor, Members of the City Council, Mr. Matthes, Mr. Teddy, and Mr. Glascock:

This letter is a replacement of and completely restates the letter I sent you last week on this same topic. The Columbia Audubon Society ("CAS") has asked that I restate its proposed solution to the issues surrounding the construction of the Scotts Branch Trail from Weaver Drive to Dublin Park through or across a portion of the CAS property in that vicinity. Please note the following:

1. **Background:** After I sent you my letter of last week, the Columbia Parks and Recreation staff and members of the CAS (principally Howard Hinkel) met to walk the CAS tract and determine the best location for the new pedway/trail. As a result of that meeting and discussions, the CAS has agreed that the entirety of the proposed Scotts Branch trail may be located on the CAS tract, but only if the conditions set forth in this letter are incorporated in the necessary agreements between the City of Columbia and the CAS, as well as the necessary enabling ordinances.

2. **Outline of Proposal:** The CAS has prepared a map showing the location of the proposed trail. Also, with the assistance of Parks and Recreation personnel, CAS has staked out the location of the area of the proposed path within the CAS tract. Earlier I suggested that the path should deviate south so that it runs along the back yards of the adjacent neighborhood until it can connect to the Dublin Park tract and proceed thence to Scott Boulevard. However, the CAS has now agreed (assuming the following conditions are met) that the path can cross the CAS tract without deviating south to the neighbors' lands. The map Howard Hinkel and the CAS have prepared shows the approximate location of this path, and it is being submitted to you approximately contemporaneously with this letter. Thus the map and this letter constitute the offer being made by the CAS to settle this issue. However, for this proposal to be acceptable to CAS, the following requirements must be agreed upon, to-wit:

- a. The path should run close to the south boundary of the CAS tract as shown on the map CAS prepared;
- b. Because of the steepness of the topography where the path enters the woods, Parks and Recreation will need to build a boardwalk which ameliorates the grade of the path so as to make it handicapped accessible;
- c. Where the path is not boardwalk, it should be of a chat or equivalently permeable surface and not be concrete or asphalt;
- d. Where the path crosses the right of way for Cunningham Drive on the CAS tract should become the north terminus of the City's right-of-way easement there, i.e., that portion of the Cunningham Drive right of way which presently encumbers the CAS tract should be abandoned north of the trail's actual location;
- e. No dogs should be allowed on the CAS tract or the portion of the path that is on the CAS tract;

f. The trail should be no wider than 8 feet with the easement being no wider than 2 feet on either side of the actual trail (for a maximum width of 12 feet);

g. CAS requires an easement across the trail so that the CAS can construct a parking lot immediately north of the trail and in the approximate vicinity of what will be the abandoned Cunningham right of way;

h. Parks and Recreation offered CAS \$18,000.00 to compensate it for the lost of the area represented by this path, and that amount is acceptable to CAS as payment for the easement;

i. All portions of the CAS tract not actually burdened by the trail itself which are damaged during the construction of the trail must be restored following the construction of the trail as closely as possible to their pre-construction state without cost to CAS (and without reduction in the payment amount specified above); and

j. All the foregoing need to be incorporated in appropriate documents (including enabling ordinances) such that all additional and reasonably foreseeable issues are addressed (such as requiring the city to maintain the trail and the boardwalk, requiring the city to post necessary notices and to prosecute persons who violate applicable trail rules, etc.).

3. **Costs:** If we settle along the foregoing lines, then CAS will not ask for any reimbursement relating to the loss of its land other than the payment of \$18,000.00 specified above. This proposal needs to be publicized or disseminated among the interested parties in sufficient time so that they can react to it prior to Monday, July 18, 2011, at 7:00 p.m. I hope those involved recognize the generosity of the CAS and its interest in helping Columbia's recreational facilities provide a broad range of experiences for everyone.

Sincerely,

VAN MATRE, HARRISON, HOLLIS, AND TAYLOR, P.C.

By:

CAVM/tee