AGENDA ITEM
April 18, 2017

Subject: Dollar General Sewer Easement

Department: Planning and Zoning

Dollar General constructed their new building at 1600 W. Austin. There was a sewer main that ran across the property; this line and easement are now abandoned and the new line accepted in the old Galbraith street right of way. This ordinance will accept the new easement running east/west and the now constructed line to connect to the sewer main in Galbraith Street right of way. Alliance Water Resources inspected the installation and completion of the line and approved the line to be accepted by the City of Nevada.

The Planning Commission held their regular meeting on April 11, 2017 and voted unanimously to approve the location of the easement at 1600 W. Austin.

BILL NO. 2017-022 **ORDINANCE NO. 8155**

A SPECIAL ORDINANCE OF THE CITY OF NEVADA, MISSOURI, ACCEPTING THE RIGHT-OF-WAY EASEMENT AND DEDICATION OF A SEWER MAIN FOR THE DOLLAR GENERAL PROPERTY LOCATED AT 1600 W. AUSTIN.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF NEVADA, MISSOURI THAT:

Section 1. The easement and dedication attached hereto and incorporated herein by reference granting an easement for sewer and dedicating the now constructed sewer main is hereby accepted.

Section 2. The Council finds that the Planning Commission held a public hearing for which notice was duly published and the acceptance of the sewer easement comes with a positive recommendation by that body.

Section 3. The City Clerk is authorized to have the easement recorded with the Recorder of Deeds, Vernon County, Missouri.

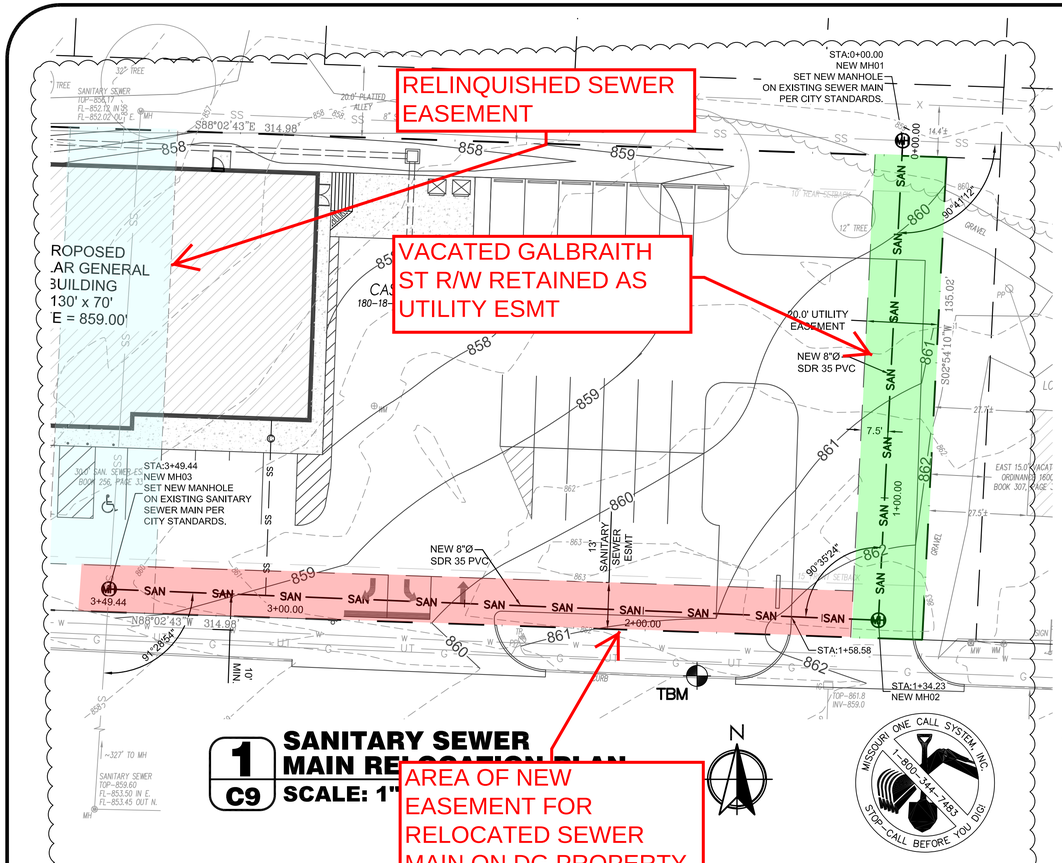
This ordinance shall be in full force and effect after its passage.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Nevada, Missouri, this 3rd day of May, 2017.

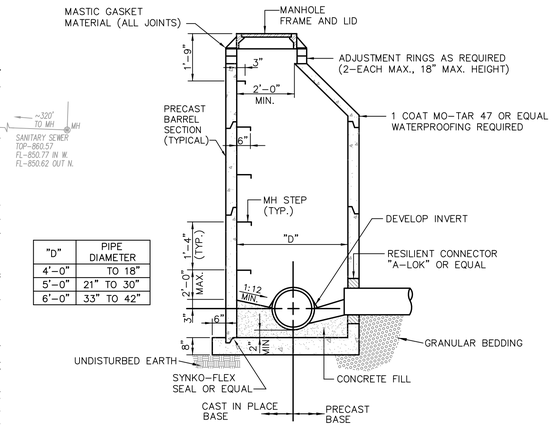
_____
Brian L. Leonard, Mayor

(seal)
ATTEST

_____
Johnna Williams, Deputy City Clerk



1 C9 SANITARY SEWER MAIN RELOCATION PLAN
SCALE: 1"



"D"	PIPE DIAMETER
4'-0"	TO 18"
5'-0"	21" TO 30"
6'-0"	33" TO 42"

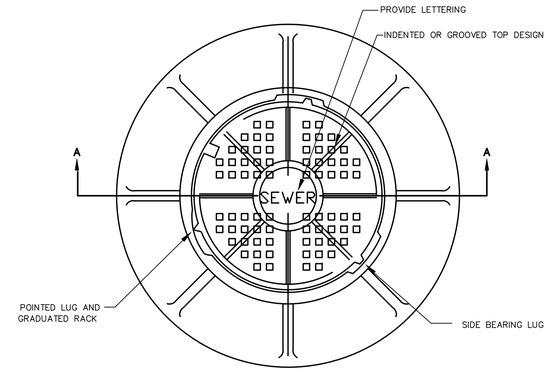
GENERAL NOTES:

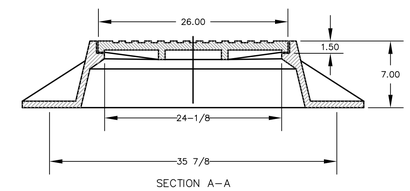
1. PROVIDE ONE COAT MO-TAR 47 COATING OR EQUAL ON EXTERIOR OF ALL MANHOLES.
2. CIRCULAR PRECAST MANHOLE SECTIONS TO BE SEALED WITH GASKETS.
3. MANHOLE WALL THICKNESS: 1/12 OF INSIDE DIA. PLUS ONE INCH.
4. CIRCULAR PRECAST MANHOLE SECTIONS TO BE IN ACCORDANCE WITH ASTM C478, EXCEPT AS MODIFIED.
5. MANHOLE STEPS TO BE CAST IN PLACE, OR GROUTED WITH EXPANDING GROUT
6. ALL MANHOLE RINGS TO BE SET IN MASTIC.
7. MINIMUM MANHOLE RING OPENING SHALL BE 24" CLEAR.
8. PROVIDE A MAXIMUM DROP OF 0.2' OF INVERT FROM INLET TO OUTLET.
9. MINIMUM DROP BETWEEN INLET AND OUTLET INVERTS SHALL BE 0.2'.
10. MAXIMUM DROP BETWEEN INLET AND OUTLET INVERTS SHALL BE 24".
11. NO GROUTING SHALL BE PERMITTED ON MANHOLES AND RINGS, EXCEPT LIFT HOLES SHALL BE GROUTED.

3 C9 4'Ø STANDARD MANHOLE
SCALE: NOT TO SCALE

NOTES:

1. TYPE A MANHOLE FRAME AND LID IS FOR USE IN DRIVING AREAS.
2. PROVIDE NON-ROCKING TYPE LID, NEENAH R-1642 OR EQUAL.
3. ALL DIMENSIONS ARE IN INCHES UNLESS NOTED OTHERWISE.





4 C9 4'Ø STANDARD MANHOLE COVER
SCALE: NOT TO SCALE

HORIZONTAL SCALE

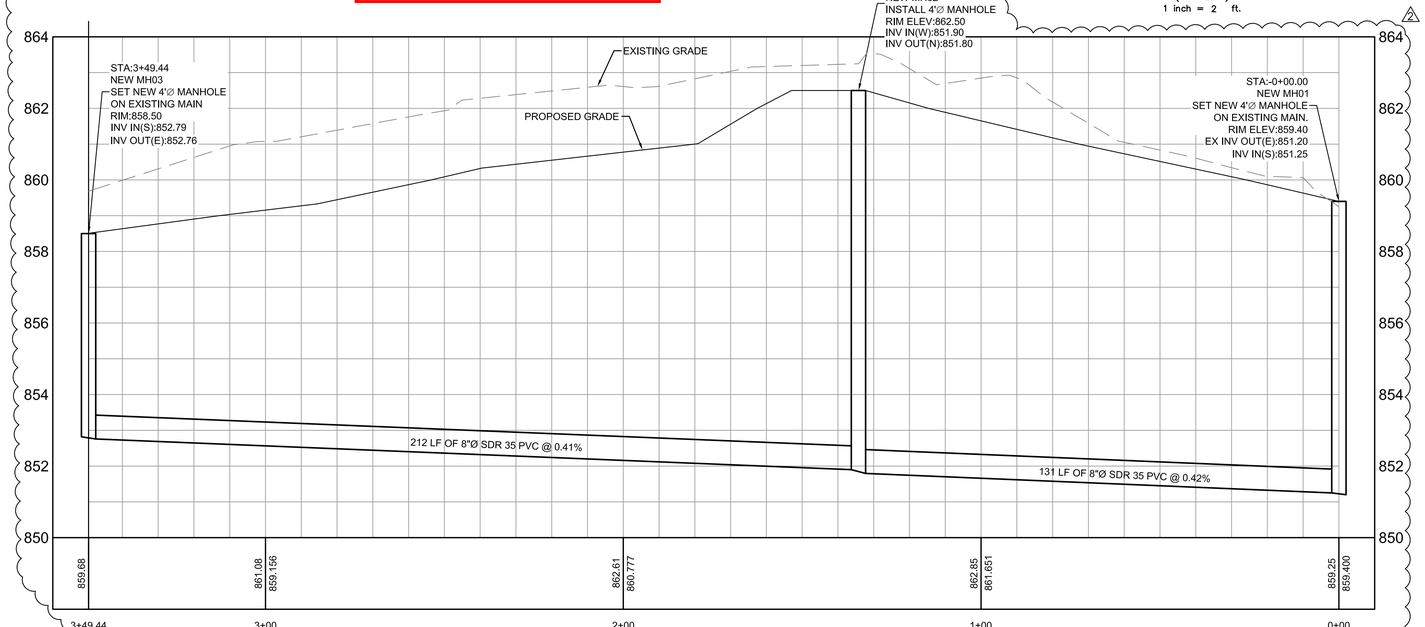
(IN FEET)
1 inch = 20 ft.

VERTICAL SCALE

(IN FEET)
1 inch = 2 ft.

NOTE:
REFER TO ELECTRIC PLANS FOR ADDITIONAL SITE LIGHTING REQUIREMENTS.

SPECIAL NOTE:
CONTRACTOR IS RESPONSIBLE FOR ALL PUBLIC UTILITY CONNECTIONS (ELECTRIC, WATER, GAS, SEPTIC, SEWER) AS WELL AS PROVIDING ALL INFRASTRUCTURE REQUIRED BY UTILITY COMPANIES.



2 C9 SANITARY SEWER MAIN RELOCATION PROFILE
HORIZONTAL SCALE: 1" = 20' VERTICAL SCALE: 1"=2'

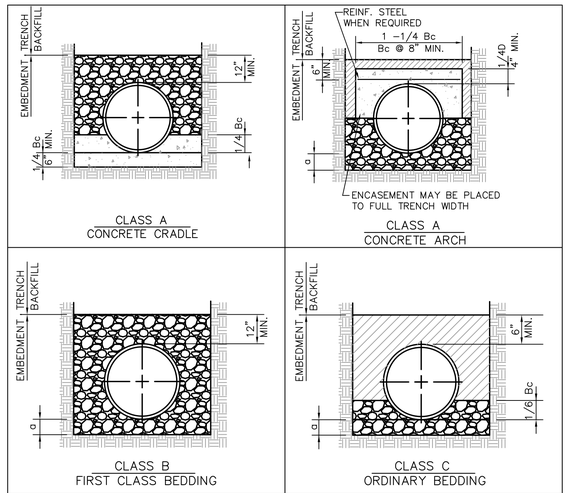


TABLE OF EMBEDMENT DEPTHS BELOW PIPE

SOIL TRENCH		
BEDDING CLASS	PIPE O.D.	a MIN.
A AND B	16" AND SMALLER	4"
A AND B	LARGER THAN 16"	1/4 O.D.
C	32" AND SMALLER	4"
C	LARGER THAN 32"	1/8 O.D.

ROCK TRENCH		
BEDDING CLASS	PIPE O.D.	a MIN.
A AND B	24" AND SMALLER	6"
A AND B	LARGER THAN 24"	1/4 O.D.
C	48" AND SMALLER	6"
C	LARGER THAN 48"	1/8 O.D.

LEGEND

- Bc — OUTSIDE DIA. OF PIPE
- D — NOMINAL PIPE SIZE
- a — EMBEDMENT BELOW PIPE
- HAND PLACED EMBEDMENT
- GRANULAR EMBEDMENT
- CONCRETE
- UNDISTURBED EARTH

NOTE:
1. ALL UTILITIES SHALL BE INSPECTED AND APPROVED BY THE CITY PRIOR TO BACKFILLING.
2. EXTEND GRANULAR BEDDING TO BASE UNDER IMPROVED SURFACES
3. COMPACT SELECT FILL IN 8" LIFTS TO 95% STANDARD PROCTOR DENSITY.
4. PROVIDE TRACER WIRE UNDER ALL PRESSURE MAINS AND SERVICES. GROUND ALL ENDS OF TRACER WIRE AND ALSO AT 500' MAXIMUM INTERVALS.
5. PROVIDE APPROPRIATE WARNING TAPE 12" ABOVE ALL WATER, SEWER AND FORCE MAINS.

5 C9 4'Ø STANDARD MANHOLE COVER
SCALE: NOT TO SCALE

STATE OF MISSOURI
AARON T. HARGRAVE
NUMBER PE-2007020274
PROFESSIONAL ENGINEER
11-9-15

ANDERSON ENGINEERING, INC
ENGINEERS • SURVEYORS • LABORATORIES • DRILLING
2045 W. WOODLAND • SPRINGFIELD, MISSOURI 65807 • PHONE (417) 866-2741
ANDERSON COA# 000062 • AARON T. HARGRAVE PE# 2007020274

DRAWING INFO.	
FIELD BY:	-
DRAWN BY:	ATH
CHECK BY:	ATH
DATE:	08-25-2015
FIELD BOOK:	
JOB NUMBER:	10074-15

REVISIONS			
NO.	DESCRIPTION	BY	DATE
2	CITY COMMENTS	ATH	11/09/15

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DG PARTNERS LLC
DOLLAR GENERAL STORE NO. 2815

SANITARY SEWER
MAIN RELOCATION PLAN

1600 W. AUSTIN BLVD.
NEVADA, MO 64772

DRAWING NO.
WB 110-415

SHEET NUMBER
C9
OF 9

RIGHT-OF-WAY EASEMENT
Wastewater – City of Nevada, MO

THIS INDENTURE is made on the ____ day of _____, 2017, by and between DG PARTNERS, LLC, a Limited Liability Company, Charter No. LC0985496 organized in the State of Missouri, whose mailing address is 5530 SALT RIVER RD., SAINT PETERS, MO 63376, hereinafter called **GRANTOR** and the City of Nevada, Missouri, of Vernon County, Missouri, a Missouri municipality of the third class organized under a Home Rule Charter, hereafter called **GRANTEE** whose address is City Hall, 110 S. Ash, Nevada, MO 64772,

WHEREAS, **GRANTOR** owns land in or in the vicinity of the City of Nevada, Vernon County, MO, and said land is legally described as follows:

BLK 23 LT 11, 12, 13 & 14 & ALL OF THE VACATED GALBRAITH ST ON THE E SIDE, PREWITT'S ADDITION.

NOW THEREFORE, in consideration of Five Dollars and Other Good and Valuable Consideration the receipt and adequacy of which is hereby acknowledged, **GRANTOR** does hereby grant, bargain and sell, convey and confirm unto **GRANTEE** and unto its successors and assigns an easement hereafter described with right of ingress and egress thereto over adjacent land of **GRANTOR**. The easement purpose is restricted to use for sewer transmission lines. The easement is explicitly located by **GRANTOR** on the following **easement description:**

See Exhibit A attached hereto and incorporated herein by reference.

This instrument permits the **GRANTEE** to use the limited and restricted easement area to construct, operate, inspect, maintain, repair, rebuild, replace, remove and patrol a sewer line and essential appurtenances, customary and necessary in connection therewith, subject to the terms and restrictions set forth in this instrument.

Where access to the easement area from a public roadway is impractical or would visit damage upon the **GRANTOR**, the **GRANTEE** is permitted and licensed irrevocably so long as service is potentially available to the property, to obtain access to the easement area over adjacent lands of the **GRANTOR** by utilizing **GRANTOR**'s gates and the access routes which appear

customarily used or designated by **GRANTOR** for access and egress to the relevant easement description.

Consideration includes the privileges and benefits mutually obtained. The improvement will allow wastewater service to be available and will enhance property value. The **GRANTEE** will make a considerable investment on the easement description. To the extent the value of any rights and interests conveyed might exceed the consideration and benefit flowing to **GRANTOR**, **GRANTOR** waives the right to Just Compensation and an appraisal under the Uniform Relocation Assistance and Real Property Acquisition Policies Act.

GRANTEE is obligated to maintain and repair disturbance of the easement description and any ingress and egress routes so no damage will result from the use by **GRANTEE** including disturbance to any adjacent land of the **GRANTOR** or **GRANTOR**'s heirs or assigns. After the initial construction, the **GRANTEE** will pay the **GRANTOR** or **GRANTOR**'s heirs or assigns any damages occasioned by use of the easement description and access routes, or in the alternative, at the **GRANTEE**'s option, will be permitted to repair the same to the condition prior to damage by the **GRANTEE** as is reasonably feasible as promptly as weather, ground condition and scheduling reasonably permit.

GRANTOR acknowledges that **GRANTEE** has informed **GRANTOR** as follows:

1. **GRANTOR** has received a copy of the City's Project Easements brochure. The brochure describes the **GRANTOR**'s rights under the Uniform Relocation Assistance and Real Property Acquisitions Act and regulations at 49 CFR, Part 24.
2. The rights described are the right to just compensation for the easement, based on an appraisal or valuation. A valuation is not required if the value is estimated at $10,000 or less. Where the damage exceeds $10,000, the right to an appraisal and the right to accompany the appraiser is required. The **GRANTOR** has the right to waive those rights and to donate the easement for this project to the **GRANTEE**.
3. After having been fully informed of the above, to the extent the value of any rights and interests conveyed may exceed the consideration and benefit flowing to **GRANTOR**, **GRANTOR** waives the right to Just Compensation and an appraisal under the Uniform Relocation Assistance and Real Property Acquisition Policies Act and accepts such consideration as is herein expressed for said donation.

This instrument is specifically intended in good faith and fair dealing to meet or exceed all statutory, common law or public policy requirements. Any uncertainty will be resolved to give force and effect to the specific intent of the parties, and both parties waive any statutory, common law, or public policy option to seek vacation of this instrument.

IN WITNESS WHEREOF, GRANTORS have executed this instrument the day and year first above written.

_____ _____

Print Name Signature

ACKNOWLEDGMENT

STATE OF MISSOURI)
) ss.
COUNTY OF VERNON)

On this _____ day of _____, 2017, before me appeared ROBERT D. CISSELL, Managing Member of DG PARTNERS, LLC to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as managing member of DG PARTNER'S, LLC, and that the instrument constitutes the free and voluntary act and deed of said LLC duly authorized and directed by its members.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this day and year first above written.

(SEAL)

_____

Notary Public, State of Missouri

EXHIBIT A

A 13.00 FOOT WIDE SANITARY SEWER EASEMENT AS BEING PART OF LOTS 12, 13 AND 14 AND A PORTION OF THE VACATED GALBRAITH STREET OF PREWITT'S SUBDIVISION OF BLOCK 23 OF PREWITT'S ADDITION AS DESCRIBED IN THE VERNON COUNTY, MISSOURI RECORDER'S OFFICE IN BOOK 2015, PAGE 2769 AND SAID SEWER EASEMENT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF LOT 12 OF PREWITT'S SUBDIVISION OF BLOCK 23 OF PREWITT'S ADDITION SAID POINT ALSO LYING ON THE NORTH RIGHT-OF-WAY OF AUSTIN STREET (STATE HIGHWAY 54); THENCE LEAVING SAID NORTH RIGHT-OF-WAY AND ALONG THE WEST LINE OF LOT 12, NORTH 02°54'10" EAST, 13.00 FEET: THENCE SOUTH 88°02'43" EAST, 225.03 FEET; THENCE SOUTH 02°54'10" WEST, 13.00 FEET TO A POINT LYING ON THE NORTH RIGHT-OF-WAY OF AUSTIN STREET (STATE HIGHWAY 54); THENCE ALONG SAID NORTH RIGHT-OF-WAY, NORTH 88°02'43" WEST, 225.03 FEET TO THE POINT OF BEGINNING. CONTAINING 0.067 ACRES, MORE OR LESS. ALL LYING IN THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 5, TOWNSHIP 35 NORTH, RANGE 21 WEST, IN THE CITY OF NEVADA, VERNON COUNTY, MISSOURI. BEARINGS BASED ON GRID NORTH OF THE MISSOURI COORDINATE SYSTEM OF 1983, CENTRAL ZONE.

DEDICATION OF SEWER MAIN
To Permit the City of Nevada to Accept
Maintenance Responsibility Therefore

KNOW ALL PERSONS BY THESE PRESENTS, that,

WHEREAS, DG Partners, LLC, of 5530 Salt River Rd., Saint Peters, MO 63376, has constructed an 8" sewer main to provide service to its Dollar General Store, and

WHEREAS, the line has been constructed, inspected, pressure tested, placed in service and found to be in full compliance with the construction and material standards of the City of Nevada, Missouri, and

WHEREAS, the parties to this instrument desire to transfer title to the City of Nevada, Missouri to the end that the line be integrated into the City's system and maintained by the City,

NOW, THEREFORE, for good and value consideration, the receipt and adequacy of which is hereby acknowledged, DG Partners, LLC, herein called "grantor" does hereby bargain, sell, dedicate and conveys to the City of Nevada, Missouri, herein called "grantee", the 8" sewer main constructed in the City's utility easement being part of lots 12, 13 and 14 and a portion of the vacated Galbraith Street in Block 23 of Prewitt's Addition.

Grantor covenants that the Grantor is the lawful owner of said goods and chattels; that they are free and clear of all encumbrances, that Grantor has right to sell the same; that Grantor will warrant and defend the same against the lawful claims and demands of all persons, whomsoever.

IN WITNESS WHEREOF, Grantor has hereunto set its hand and affixed its seal the day and year hereinabove set forth.

DG Partners, LLC

(SEAL)

By: _____
Robert D. Cissell, Managing Member

Attest:

_____
LLC Secretary

ACKNOWLEDGMENT

STATE OF MISSOURI)
) ss.
COUNTY OF _____)

On this _____ day of _____, 2017, before me personally appeared Robert D. Cissell, Managing Member of DG Partners, LLC, to me personally known to be the Managing Member of said LLC who, being by me duly sworn did say that he executed the foregoing instrument at the direction of and with consent of the governing body of said LLC, and that the execution thereof is the free and voluntary act of said LLC.

And the secretary of said LLC affixed the corporate seal and attested the same.

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

(SEAL)

_____
Notary Public, State of Missouri