

AGENDA ITEM
October 15, 2013

Subject: Residential sewer connection application

Department: Finance

Mr. J.J. Curtis has submitted an application for three residential sewer connections outside corporate city limits. The properties are located north of the Deer Run Drive subdivision.

BILL NO. 2013-053

ORDINANCE NO.

A SPECIAL ORDINANCE OF THE CITY OF NEVADA APPROVING THE CONNECTION OF THE CITY OF NEVADA SANITARY SEWER SYSTEM TO PROPERTY LOCATED NORTH OF DEER RUN SUB-DIVISION.

WHEREAS, the property owners of property located north of Deer Run Sub-division (legal description attached) have requested connection to the City of Nevada sanitary sewer system, and

WHEREAS, the property located north of Deer Run Sub-division are not located within the city limits and it is therefore necessary to obtain specific City Council approval before the properties can be connected to the city sanitary sewer system, and.

WHEREAS, the property owners have granted easements (if required) to the City across property located north of Deer Run Sub-division for the installation of sewer lines, and

WHEREAS, the City Council has considered the request and agree that permission to connect one single-family residence per lot to the sewer system is fair exchange for the easements granted by the property owners, and

WHEREAS, the property owners have paid the appropriate sewer tap fees and sewer connection charges, and

WHEREAS, the property owners have met all of the requirements set forth by the City Code prior to the connection being approved.

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

Section 1. The request of JJ Curtis to connect property located north of Deer Run Sub-division to the City Sewer is hereby approved.

PASSED, APPROVED AND ADOPTED _____ by the City Council of the City of Nevada, Missouri this _____ day of _____ 2013.

Seth Barrett, Mayor

(seal)
ATTEST:

Bev Baker, City Clerk

Deed of Trust recorded in Book 443, Page 162

Legal Description: A TRACT OF LAND LOCATED IN THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER (SW 1/4 NW 1/4) OF SECTION SIXTEEN (16), TOWNSHIP THIRTY-FIVE NORTH (35N), RANGE THIRTY-ONE WEST (31W), VERNON COUNTY, MISSOURI, AND FURTHER DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE WEST RIGHT-OF-WAY LINE OF HIGHWAY "BB" AND THE NORTH LINE OF SAID SOUTHWEST QUARTER OF THE NORTHWEST QUARTER (SW 1/4 NW 1/4), THENCE SOUTH 01 DEGREES 33 MINUTES 20 SECONDS WEST ALONG SAID WEST RIGHT-OF-WAY LINE A DISTANCE OF 290 FEET, THENCE SOUTH 89 DEGREES 54 MINUTES 43 SECONDS WEST ALONG THE NORTH LINE OF DEER RUN, A PLATTED ADDITION, A DISTANCE OF 249.90 FEET, THENCE SOUTH 50 DEGREES 49 MINUTES 16 SECONDS WEST ALONG SAID DEER RUN NORTH LINE A DISTANCE OF 40.67 FEET, THENCE SOUTH 89 DEGREES 54 MINUTES 43 SECONDS WEST ALONG SAID DEER RUN NORTH LINE A DISTANCE OF 425.40 FEET, THENCE NORTH 19 DEGREES 47 MINUTES 49 SECONDS WEST A DISTANCE OF 112.25 FEET, THENCE NORTH 68 DEGREES 06 MINUTES 12 SECONDS EAST A DISTANCE OF 158 FEET, THENCE SOUTH 00 DEGREES 05 MINUTES 17 SECONDS EAST A DISTANCE OF 38 FEET, THENCE NORTH 58 DEGREES 05 MINUTES 07

VERNON COUNTY, MISSOURI
DOUG SHUPE, RECORDER OF DEEDS

07/19/2004 #2004-R-52793
01:34:02PM B-465 P-936

SECONDS EAST A DISTANCE OF 360.50 FEET, THENCE NORTH 89 DEGREES 54 MINUTES 43 SECONDS EAST ALONG THE NORTH LINE OF SAID SOUTHWEST QUARTER OF THE NORTHWEST QUARTER (SW 1/4 NW 1/4) A DISTANCE OF 298.97 FEET TO THE POINT OF BEGINNING. SUBJECT TO ANY PART LYING IN THE PUBLIC ROADWAY. ALSO, SUBJECT TO ANY EASEMENTS, RESERVATIONS AND RESTRICTIONS AFFECTING SUBJECT LAND.

ALSO, SUBJECT TO A TWENTY-SIX (26) FOOT WIDE EASEMENT WITH CENTERLINE OF SAID EASEMENT DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT THIRTY-FIVE (35) FEET SOUTH OF THE INTERSECTION OF WEST RIGHT-OF-WAY LINE OF HIGHWAY "BB" AND THE NORTH LINE OF SAID SOUTHWEST QUARTER OF THE NORTHWEST QUARTER (SW 1/4 NW 1/4), THENCE SOUTH 89 DEGREES 54 MINUTES 43 SECONDS WEST A DISTANCE OF THIRTY-FIVE (35) FEET, THENCE NORTH 63 DEGREES 51 MINUTES 57 SECONDS WEST A DISTANCE OF 38.46 FEET, THENCE NORTH 89 DEGREES 54 MINUTES 43 SECONDS WEST A DISTANCE OF 249.53 FEET TO THE PROPERTY LINE OF THE ABOVE DESCRIBED TRACT.

(Space Reserved for Recording Data)

AGREEMENT For Sewer Service
Outside the corporate limits of
The City of Nevada, Missouri
And
Covenant running with the Land

This Agreement, is made and entered into this ____ day of _____
20____, by and between the undersigned, “applicant(s)”, GRANTORS, desiring sewer
service, and the City of Nevada, Missouri, “City”, GRANTEE;

Witnesseth,

Whereas, Applicants own property outside the boundaries of the City of Nevada,
Missouri, described herein on Page 3, and

Whereas, Applicants desire to contract for sewer service from the City of
Nevada, for said property to promote the health and sanitation of Applicants as well as
those who in the future may own or have the right to use said property, and

Whereas, the parties acknowledge that the City has no obligation to provide
sewer service at this location; or to assume responsibility for the service line and any
service facilities to be installed to permit the requested service; and that the City has no
present right to require the Applicant to connect and has no present duty to allow the
Applicant to connect; and

Whereas, the relationship of the parties is and will be purely a contractual one
under which the city will undertake at this location to provide sewer service under the
terms and conditions of this agreement, which agreement will be recorded at applicant’s
cost in the deed records as a covenant and restriction running with the land binding
Applicant(s), their heirs and assigns, and all those who hold any right, title or interest in
the premises, now or in the future,

Legal Description is contained on page 3:

Now, Therefore, it is mutually agreed:

1. Applicant(s) warrant that they are the sole and all owners of the real estate described herein and that if the property is subject to any lien of any kind the lien holder has signed this agreement to register consent hereto.

2. Applicant's request sewer service for said property.

3. Applicant has independently provided for the city details of the proposed connection which have been found to be acceptable to the city.

4. Applicant agrees to pay in the future the charges for sewer service such are established by ordinance and amended from time to time by the city for service outside the corporate limits of the city, it being understood that as to extraterritorial service the city is entitled to charge a rate which affords the city a reasonable return or profit for providing service it is not obligated to provide, and such sum as may be need to offset any costs of construction and operation and maintenance, and to allow the city to inspect the connection from time to time to assure its proper operation in compliance with the rules and regulations of the city and all those imposed on the city by all regulatory authorities, both applicable to the construction as well as to the operation of applicants connection facilities.

5. Applicant has paid such fees and charges as the city, by its extraterritorial wastewater connection ordinance, requires for this specific location:

- (1) to process and obtain approval of this agreement, including engineering review and DNR approval if deemed necessary by the City, and
- (2) to inspect the property and determine the feasibility of the proposed connection, and
- (3) any user deposit currently required by the city, and
- (4) the cost to inspect construction by applicant of a tap to a main to for the city to make a tap to a manhole.

6. Applicant(s) agrees to pay all monthly charge for the sewer service from the time service is made available by the City, all as set out in the Extraterritorial Rate Ordinance of the City, as the same may be amended from time to time. Any changes made in the monthly charge and rate schedule by the City Council shall become a part of this agreement as though fully set out herein.

7. The sewer service supplied by the District shall be for the sole use of the undersigned; the undersigned agrees that he will not extend or permit the extension of pipes for the purpose of transferring service from one property to another, nor will he share, resell, or sub-let service to any other consumer. Each sewer service shall supply water to only one residence or business establishment located on hand described in the Contract. If other improvements are constructed, service to additional improvements will

Legal Description is found on Page 3:

required and additional agreement or a waiver from the City.

8. Service under this agreement will be subject to all rules, procedures, regulations and ordinances and laws applicable to a customer located within the city limits. Applicant's construction to the tap shall meet all technical requirements imposed on such connections inside the corporate limits.

9. If after sewer service is made available, the same is discontinued or disconnected for any purpose, reconnection shall require city consent.

10. Representatives of the City may, at any reasonable time, come on the premises where the sewer service is maintained, for the purpose of making inspection. Refusal or interference with inspection shall be grounds for disconnection of service.

11. The applicant agrees that applicant will grant such sewer line easements to the City as may reasonably be requested to accommodate this application, if an extension of the main is needed.

12. The property which is the subject of this contract will constitute a covenant running with the land, is stated in the preamble, above as follows:

Address: _____

Names of Owners as stated on the Deed:

Legal Description as show on deed:

Book and Page where Deed is recorded. _____

Name and address of all mortgage or lien holders: _____

Signature of Applicant

Signature of Applicant

ACKNOWLEDGMENT

STATE OF MISSOURI)
) ss.
COUNTY OF _____)

On this ____ day of _____, 20____, before me personally appeared _____, to me personally known, who, being by me duly sworn did say that he is the President of _____ and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of the its board of directors and acknowledges the said instrument to be the free act and deed of said corporation.

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

(SEAL)

Notary Public, State of Missouri