

AGENDA ITEM

July 7, 2020

Subject: Development Agreement for Sewer Extension in Eastview Heights Subdivision

Department: Planning/Zoning

Monte Curtis, Developer, wants to construct 4 new single-family houses on Division Street in the Eastview Heights Subdivision. Currently there is not a sewer main that can service these new homes. This agreement outlines the responsibilities of both parties to extend the sewer main to service the new homes.

A SPECIAL ORDINANCE OF THE CITY COUNCIL OF THE CITY OF NEVADA, MISSOURI, APPROVING A DEVELOPMENT AGREEMENT BETWEEN CURTIS AND SONS INSURANCE AGENCY AND REALTY COMPANY AND THE CITY OF NEVADA, MISSOURI.

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

Section 1. The attached Development Agreement between the City of Nevada, Missouri and Curtis and Sons Insurance Agency and Realty Company attached hereto and incorporated herein by reference is hereby approved.

Section 2. The City Clerk of the City of Nevada, Missouri is hereby directed to record one copy of the attached Development Agreement, at the cost of the developer, in the office of the Recorder of Deeds of Vernon County, Missouri.

Section 3. The City Manager and the City Clerk are authorized and directed to execute the same, to affix the corporate seal and to attest the same.

PASSED, APPROVED and ADOPTED by the City Council of the City of Nevada, Missouri, this 21st day of July, 2020.

(SEAL)

CITY OF NEVADA, MISSOURI

By: _____
George Knox Mayor

Attest:

Johnna Williams, Deputy City Clerk

Development Agreement

This Development Agreement is made and entered into subject to Council Approval, by and between, Developer, Curtis and Sons Insurance Agency and Realty Company, A Missouri Corporation, and the City of Nevada, Missouri, a Home Rule Municipality in Vernon County, Missouri, for extension of a sewer line adjacent the north side of the following lots:

Lots 25, 27, 29, 31 of Eastview Heights, a subdivision in Section 11, Township 35, Range 31, Vernon County, Missouri.

All references to “applicable specifications” herein refer to the applicable construction specifications of the City of Nevada and of the Missouri Department of Natural Resources at the time of Construction and turnover to the city. This agreement is to be effective on the date finally approved by the City Council of the City of Nevada, Missouri.

The City will:

- a. Construct a manhole on the existing main at the northeast corner of Lot 31 of Eastview Heights, at city expense within 90 days of Contract approval.
- b. Assume responsibility for perpetual maintenance of this line and further accepted extensions constructed at developer cost after completion and approval of construction.
- c. The City will charge customers on the line its standard rates in place at the time of connection, for sewer service (as modified from time to time) and service tap charges to developer.
- d. The City will arrange for the inspection of the line at the cost of the city.

The Developer will:

1. Construct in right of way dedicated to the city, a 8” Sewer Main (meeting city specifications) extending from the manhole described at a, above westerly to the Northwest corner of Lot 25 of Eastview Heights built to conform to applicable city and DNR specifications. No tracer wire will be required on this main.
2. Developer will permit the same to be inspected by City in open trench and make such modifications as may be needed to comply with applicable specifications including depth and materials.
3. Developer will transfer and relinquish and abandon ownership of the line to the city upon completion of construction free of liens or incumbrances with warranty of fitness for intended service. No service will be permitted prior to such transfer. Developer will at any time execute such bill of sale or further assurance as to ownership as the city may reasonably request.

4. Developer warrants that the cost will be less than \$50,000 and the work will not be subject to prevailing wage.

5. The parties presently anticipate that no engineering expenses will be incurred and that no DNR Construction permit will be required. If incorrect this agreement will not be binding on either party.

6. Further extensions within the subdivision, if any, will be constructed to then applicable specifications and conveyed free of encumbrances to the city, following inspection and approval as above, for maintenance – at cost of developer. The city is not obligated to contribute to any cost associated therewith.

7. Developer will require and obtain from its contractor a one-year written warranty as to materials and workmanship and as may be needed, assign the same or contractually extend the same, to the city.

8. Developer will require its contractor to name the Developer and the City as an additional insured on its general liability coverage of at least \$1,000,000.

In Witness Whereof, the parties have executed this agreement as follows:

Curtis and Sons Insurance Agency and Realty
Company, Inc.

By _____
Monte Curtis, President, Date _____

SEAL
ATTEST:

Secretary

City of Nevada, Missouri

By: _____
Mayor, Date _____

SEAL
ATTEST:

City Clerk