REQUEST FOR LEGISLATIVE ACTION

Completed by County Counselor's Office: x8xx/Ord No.: 4997

Sponsor(s):
Date:

Tony Miller August 7, 2017

SUBJECT			
SOBJECT	Action Requested		
	Resolution		
	Ordinance		
	Project/Title: Permanent and Temporary Easements for Missouri Gas Ener		ugh Little
	Blue Trace parkland and appropriation of \$10,221.00 easement fees to account	ount 003-1608-58060.	
BUDGET			
INFORMATION	Amount authorized by this legislation this fiscal year:	\$ 10,221.00	
To be completed	Amount previously authorized this fiscal year:	\$	
By Requesting	Total amount authorized after this legislative action:	\$ 10,221.00	
Department and Finance	Amount budgeted for this item * (including transfers):	\$	
rmance	Source of funding (name of fund) and account code number;	0.10.001.00	
- 1	FROM: 003-9999-47020 Park Fund – Sale of Fixed Assets	\$ 10,221.00	
	TO: 003-2810 Park Fund – Undesignated Fund Balance FROM: 003-2810 Park Fund – Undesignated Fund Balance	\$10,221.00 \$10,221.00	
	TO: 1608-58060 - Park Fund – Maintenance & Operations and other	\$10,221.00	
	improvements	Ψ10,221.00	
	* If account includes additional funds for other expenses, total budgeted in the account is: \$		
	OTHER ENLANGUAL INFORMATION		
	OTHER FINANCIAL INFORMATION:		
	No budget impact (no fiscal note required)		
	Term and Supply Contract (funds approved in the annual budget); estin	nated value and use of contra	act:
	Department: Estimated Use: \$		
	Prior Year Budget (if applicable):		
	Prior Year Actual Amount Spent (if applicable):		
PRIOR	D' 1' 1/14) N		
LEGISLATION	Prior ordinances and (date): None Prior resolutions and (date): None		
	Prior resolutions and (date): None		
CONTACT			
INFORMATION	RLA drafted by (name, title, & phone): Bruce Wilke, Landscape Architect	503-4802	
REQUEST	We are requesting that the County Executive be authorized to execute the at	ttached Permanent and Tem	porary
SUMMARY	Construction Easements to allow Missouri Gas Energy to install a new 12"		
	Trace park property along the north side of Truman Road. The new line is		
	natural gas for the proposed New Town at Harmony development. The new		
	directionally drilled underground thereby causing no disturbance above gro		
7	impact on park usage. Park staff therefore have no objection to granting the		
	has agreed to pay the \$0.40/square foot easement fee, (\$8,221.00) and the \$		
	We further request the fees from this action be accepted and appropriated in	to account 003-1608-58060	•
CLEARANCE			
CLEARANCE	Tax Clearance Completed (Purchasing & Department)		
CLEARANCE	Business License Verified (Purchasing & Department)		
CLEARANCE		Auditor's Office)	

REVIEW		Department Director	Marian		Date:
		Finance (Budget Appro	vals://		Date:
		If applicable	(12)		7/24/17
		Division Manager:	RE		Date/26 /4
		County Counselor's Of	fice:		Date:
ool	Information	to be verified by D	udget Office in Finance Depart	mant)	
scar	Illomation	I (to be verified by B	udget Office in Finance Departi	ment)	
	This expendi	ture was included in the	annual hudget		
	This expendi	tare was included in the	annual budget.		
	Funds for this were encumbered from the Fund in				
	There is a ba	lance otherwise unencum	ibered to the credit of the appropriation	on to which the expenditur	re.
			ce otherwise unencumbered in the tre	asury to the credit of the	
				4 1	
			to provide for the obligation herein a	utnorizea.	
	payment is to	be made each sufficient			
	payment is to	be made each sufficient	to provide for the obligation herein a will be/were appropriated by Ordinano		
	payment is to	be made each sufficient ent for this expenditure v		ce #	
	payment is to	be made each sufficient ient for this expenditure vient for this appropriation	will be/were appropriated by Ordinano	ce #	:
	payment is to Funds suffici Funds suffici	be made each sufficient ient for this expenditure vient for this appropriation Number:	will be/were appropriated by Ordinand are available from the source indicate	ed below.	:

This legislative action does not impact the County financially and does not require Finance/Budget approval.

Supplemental Appropriation Request Jackson County, Missouri

Funds sufficient for this appropriation are available from the source indicated below.

Date: July 24, 2017			ORD # 4997
Department / Division	Character/Description	From	То
Park Fund - 003			
9999	47020 - Sale of Fixed Assets	\$ 10,221	\$ -
9999	2810 - Undesignated Fund Balance	1	10,221
9999	2810 - Undesignated Fund Balance	10,221	e s
1608 - Construction Services	58060 - Other Improvements	:	10,221_
		3 	e :
		L.	* =
		3	z .
		1	8 t
			· :
		15 (8) 77	8 J
		-)
			<u> </u>
		<u> </u>	
			•
			(
-			
		\$ 10,221	\$ 10,221

Pudget Office

Memorandum

Date: July 19, 2017

To: Legislative Committee

From: Michele Newman, Director of Parks + Rec

Sub: Permanent and Temporary Construction Easements to Missouri Gas Energy

Missouri Gas Energy is requesting passage of a Resolution approving a Permanent and Temporary Construction Easements to install a 12" natural gas line under Little Blue Trace park property along Truman Road.

Background:

- A new 12" natural gas line will be bored under Little Blue Trace park a distance of 1,369 linear feet along the north side of Truman Road.
- The line will be directionally drilled underground and will have no impact to the surface.
- The line will have no impact on park usage.
- The line is to provide natural gas service for the proposed "New Town at Harmony" development in Independence east of the Little Blue Trace park property.
- They are requesting a permanent easement totaling 0.47 acres (20,552 sq. feet) and a Temporary Easement totaling 0.02 acres (788sq. feet).
- The easements will not have a negative impact on public use of Lake Jacomo property.
- Missouri Gas Energy has agreed to pay the \$0.40/square foot permanent easement fee, (\$8,221.00) and the \$2,000.00 easement processing fee.
- Easement fees will be appropriated to account 003-1608-8060; Park Fund Construction Services and other improvements.

Please let me know if any additional information is required. I would be most happy to meet with you prior to the next Committee meeting to answer any remaining questions.





Missouri Gas Energy 700 Market Street St. Louis, MO 63101

June 23, 2017

Michelle Newman Director, Jackson County Parks + Rec 22807 Woods Chapel Road Blue Springs, Missouri 64015

Ms. Newman,

Missouri Gas Energy is currently working on a project to install approximately 7,500 feet of 12" Gas Main along Truman Road between MO-78 and Fisher Road. In order to complete this project, we are requesting an easement which runs along Truman Road on property which is owned by Jackson County, Missouri.

Attached you will find:

- Engineered scaled drawings of proposed easement In Plan view
- Engineered scaled drawings of proposed easement in Profile view.
- Legal descriptions of each proposed easement.
- Permanent Easement documents with County signature format

As stated in your easement policy in Ord. 3710, we will compensate you \$10,221.00. (20,552 sq. ft $\times $.040 + $2,000.00$ easement fee). This fee will be payable to Jackson County Parks + Rec.

We look forward to the continuation of our project. If you have any further questions or concerns, please let me know.

Sincerely,

Jody Harness

Right of Way Representative

Missouri Gas Energy

PERMANENT AND TEMPORARY CONSTRUCTION EASEMENT

Jackson County, Missouri

JACKSON COUNTY, MISSOURI ("GRANTORS"), whose address is: 415 E 12th Street, Kansas City, Missouri 64106, owners of a tract of land described as follows: Part of Section 2 and Section 3, Township 49 North, Range 31 West, and as described in Book 571 Page 654 and Page 986 Page 730 of the Jackson County, Missouri Records for and in consideration of the sum of ONE AND NO/100 Dollars (\$1.00) and other valuable consideration in hand paid, the receipt of which is hereby acknowledged, does hereby grant unto LACLEDE GAS COMPANY, doing business as MISSOURI GAS ENERGY, a Missouri corporation ("GRANTEE"), whose address is: 700 Market St., St. Louis, MO 63101, its successors, assigns, lessees and tenants forever, the right and easement to construct, operate and maintain a gas distribution system consisting of mains, piping, valves, service connections, appurtenances and above ground structures along with the right to construct, maintain, alter, inspect, repair, replace, protect, relocate, change the size of, operate and remove a cathodic protection rectifier or rectifiers, anodes and cables thereto, and appurtenances for the production of cathodic protection currents therein, in, under and across the following part of the aforesaid land, namely:

A Fifteen (15') foot wide strip of land ("Utility Easement") and a variable width of land ("Temporary Construction Easement") in the above parcel as shown on Gas Line Easement Exhibits "A" & "B".

The Temporary Construction Easement shall be for use in the initial construction and installation of the improvements and other construction purposes reasonably related to the construction of the natural gas lines. The Temporary Construction Easement shall commence on the effective date of this agreement and shall automatically terminate and expire upon the date construction of the improvements are completed. Upon the expiration of the term of the Temporary Construction Easement, all of the rights and benefits of **Grantee** in, to and under this agreement with respect to the temporary construction easement shall automatically terminate and be of no further force and effect.

Grantee, its successors and assigns, will have the right to use and control a line or lines of natural gas pipe for the circulation and distribution of natural gas for public or private use through the above described property for all proper purposes connected with the installation, use, maintenance, and replacement of the line(s) of natural gas pipe, and with the attachment thereto of the service lines of its customers. Furthermore, **Grantee**, its successors and assigns, will have the right to use and control a cathodic protection rectifier or rectifiers, anodes and cables thereto, and appurtenances for the production of cathodic protection currents therein through the above described property for all proper purposes connected with the installation, use, maintenance, and replacement of the cathodic protection rectifier or rectifiers, anodes and cables thereto, and appurtenances for the production of cathodic protection currents therein. **Grantee** has the right and privilege of removing at any time, any or all of the

cathodic protection rectifier or rectifiers, anodes and cables thereto, and appurtenances for the production of cathodic protection currents therein without surrendering its easement rights stated herein. **Grantee** has the right and privilege of removing at ay time, any or all of the line of natural gas improvements without surrendering its easement rights stated herein. If the natural gas pipe to which the service line connection(s) of the undersigned is abandoned, the service line (s) and the connection(s) may be relocated to another natural gas pipe as directed by **Grantee**.

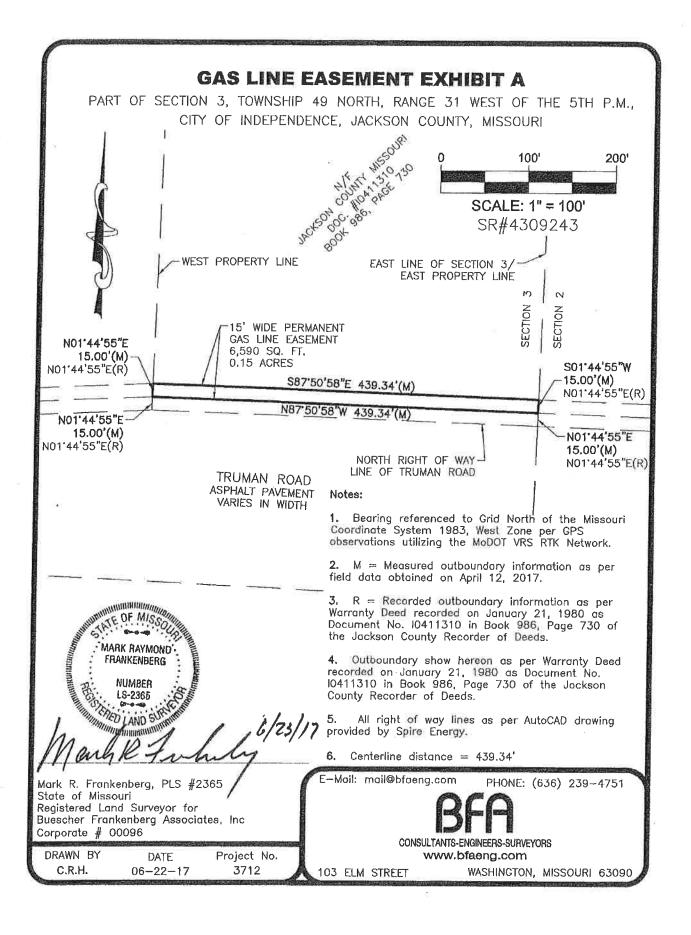
Grantors shall have the right to use and enjoy the above described lands, except as to the rights herein conveyed. Grantor agrees not to obstruct or interfere with the normal use or maintenance of such pipe line or lines and any connections to the same along with cathodic protection rectifier or rectifiers, anodes and cables thereto, and appurtenances for the production of cathodic protection currents therein. The undersigned also agrees not to erect or cause to be erected any building or structure on said easement and not place fill in excess of five (5) feet on pipeline(s) or cathodic protection rectifier or rectifiers, anodes and cables thereto, and appurtenances for the production of cathodic protection currents therein, or remove overburden (cover) such that pipeline or cathodic protection rectifier or rectifiers, anodes and cables thereto, and appurtenances for the production of cathodic protection currents therein, does not have at least three (3) feet of remaining cover. Grantee shall also have the right to clear and keep clear brush, trees, shrubbery, roots and other obstructions which, in Grantee's judgment, may interfere with the safe, proper and expeditious laying, construction, maintenance, alteration, inspection, repair, replacement, protection, relocation, operation and removal of said pipe line(s), lines and facilities, cathodic protection rectifier or rectifiers, anodes and cables thereto, and appurtenances for the production of cathodic protection currents therein or any part thereof, within or upon the above described land.

Grantor further reserves the right to make other improvements it desires on, over, in or near the Easement Area and should **Grantor's** improvements plan so require, **Grantee** will remove its gas distribution system components, cathodic protection rectifier or rectifiers, anodes and cables thereto, and appurtenances for the production of cathodic protection currents therein, from the referenced Easement Area; provided however, that **Grantor** agrees to provide to **Grantee** written notice no less than 120 days before commencing work in connection with any such improvements. In connection with any such improvement, **Grantor** agrees to provide detailed information regarding such improvements to **Grantee** and to cooperate with **Grantee** to identify an alternate Easement Area owned or controlled by **Grantor** and agreeable to both parties with respect to which **Grantee** would be accorded rights substantially similar to those contemplated herein. In any such instance, the cost of removing and relocating the gas distribution system components, cathodic protection rectifier or rectifiers, anodes and cables thereto, and appurtenances for the production of cathodic protection currents therein. shall be paid by the **Grantor** if the removal and relocation is made necessary by the actions of **Grantor**.

Grantor warrants and will defend the title to said easement during its existence with the **Grantee** for its use and benefit against all parties whatsoever.

Grantee accepts this easement with the understanding and on the condition that whenever it shall make any excavations in the above-described property the **Grantee** will properly backfill all excavations and shall restore the ground as nearly as practicable to its former condition.

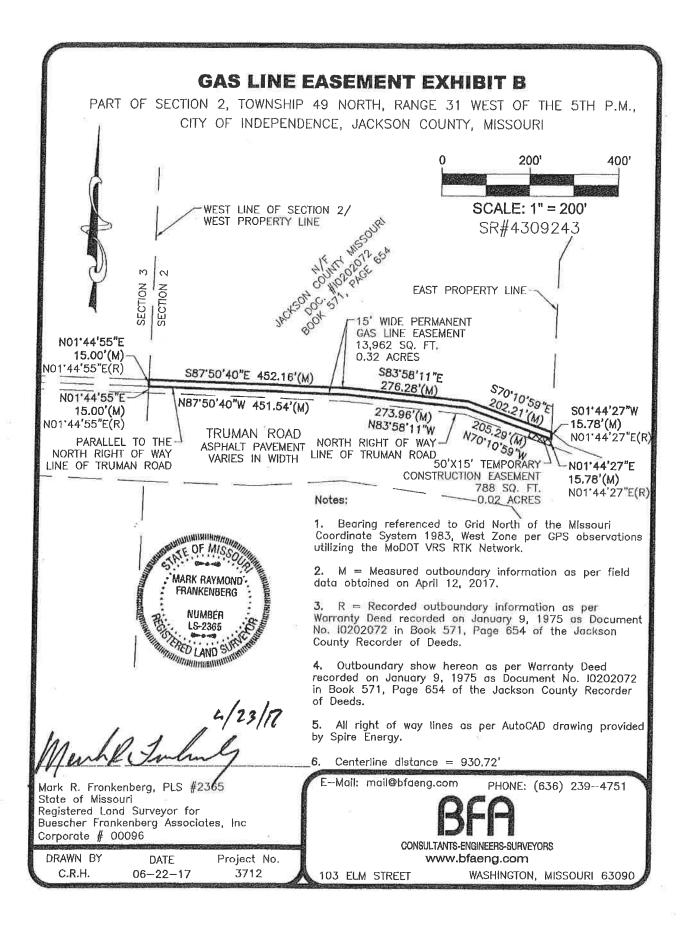
IN WITNESS WHEREOF, said Jackson County, Miss by its (if applicable) the day	souri, has caused these presents to be signed and year first above written.	
JACKSON COUNTY		
APPROVED AS TO FORM: MISSOURI	JACKSON COUNTY,	
By:	Frank White, Jr., County	
ATTEST:		
By:		
COUNTY ACKNOWLEDGMENT		
STATE OF MISSOURI) COUNTY OF JACKSON)		
On this day of, 20, before me, a Notary Public, personally appeared Frank White Jr., to me personally known, who, being by me duly sworn, did say that he is the County Executive of Jackson County, Missouri, and that he executed the above and foregoing instrument on behalf of said Jackson County, Missouri, and acknowledged the execution of same as the free and voluntary act and deed of Jackson County, Missouri. IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.		
Notary P My Commission Expires:	Public	
iviy Commission Expires.		



New Town – Truman Road BFA Project No. 3712 June 30, 2017 C.R.H.

Legal Description – Jackson County Exhibit B, Easement

Commencing at the Southwest corner of the tract of land described in Missouri Warranty Deed recorded as Document No. 10202072 in Book 571, Page 654 also being a point on the north right of way line of Truman Road; thence along the west line of said tract NO1°-44′-55″E 15.00 ft. to the point of beginning; thence continuing on said line N01°-44′-55″E 15.00 ft. to a point; thence leaving said west line, parallel with said north right of way line S87°-50′-40″E 452.16 ft. to a point; thence S83°-58′-11″E 276.28 ft. to a point; thence S70°-10′-59″E 202.21 ft. to a point on the east line of said tract; thence along said east line S01°-44′-27″E 15.78 ft. to a point; thence leaving said east line, parallel with said north right of way line N70°-10′-59″W 205.29 ft. to a point; thence N83°-58′-11″W 273.96 ft. to a point; thence N87°-50′-40″W 451.54 ft. to the point of beginning, containing 0.32 acres; Subject to any and all easements, conditions, restrictions, etc. of record.



New Town – Truman Road BFA Project No. 3712 June 30, 2017 C.R.H.

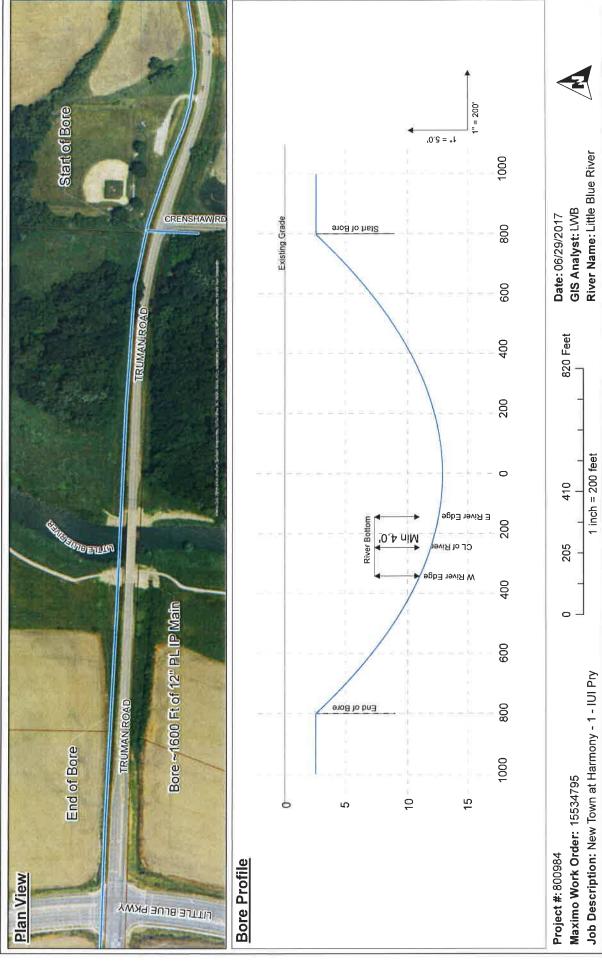
Legal Description -- Jackson County Exhibit A

Commencing at the Southwest corner of the tract of land described in Missouri Warranty Deed recorded as Document No. I0411310 in Book 986, Page 730 also being a point on the north right of way line of Truman Road; thence along the west line of said tract NO1°-44′-55″E 15.00 ft. to the point of beginning; thence continuing on said line N01°-44′-55″E 15.00 ft. to a point; thence leaving said west line, parallel with said north right of way line S87°-50′-58″E 439.34 ft. to a point on the east line of said tract; thence along said east line S01°-44′-55″W 15.00 ft. to a point; thence leaving said east line, parallel with said north right of way line N87°-50′-58″W 439.34 ft. to the point of beginning, containing, containing 0.15 acres; Subject to any and all easements, conditions, restrictions, etc. of record.

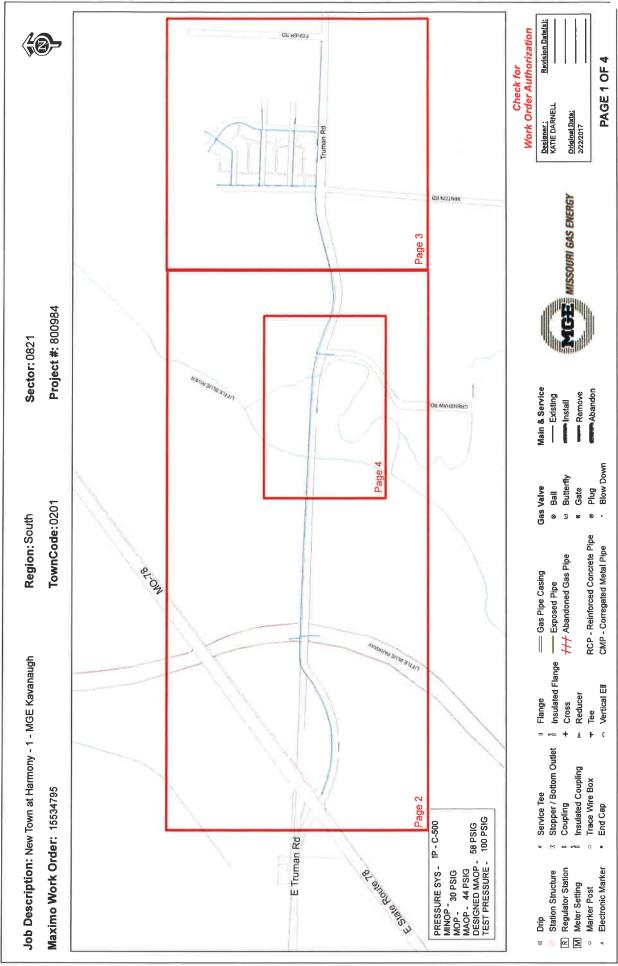
New Town – Truman Road BFA Project No. 3712 June 30, 2017 C.R.H.

Legal Description - Jackson County Exhibit B, TCE

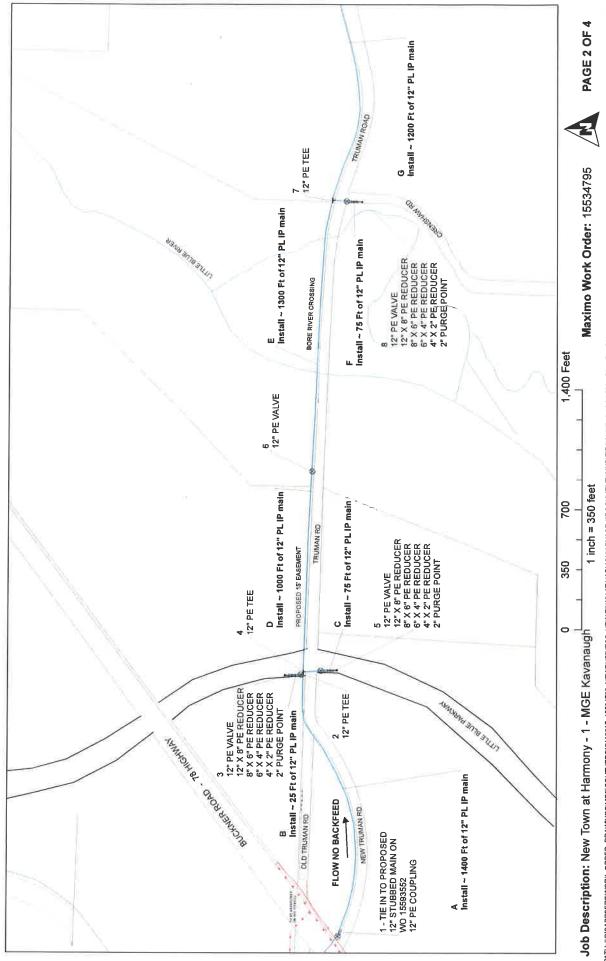
Beginning at the Southeast corner of the tract of land described in Missouri Warranty Deed recorded as Document No. 10202072 in Book 571, Page 654 also being a point on the north right of way line of Truman Road; thence along said north right of way line N70°-10′-59″W 54.90 ft. to a point; thence leaving said north line N19°-49′-01″W 15.00 ft. to a point; thence S70°-10′-59″E 50.00 ft. to a point on the east line of said tract; thence along said east line S01°-44′-27″W 15.78 ft. to the point of beginning; containing 0.02 acres; Subject to any and all easements, conditions, restrictions, etc. of record.



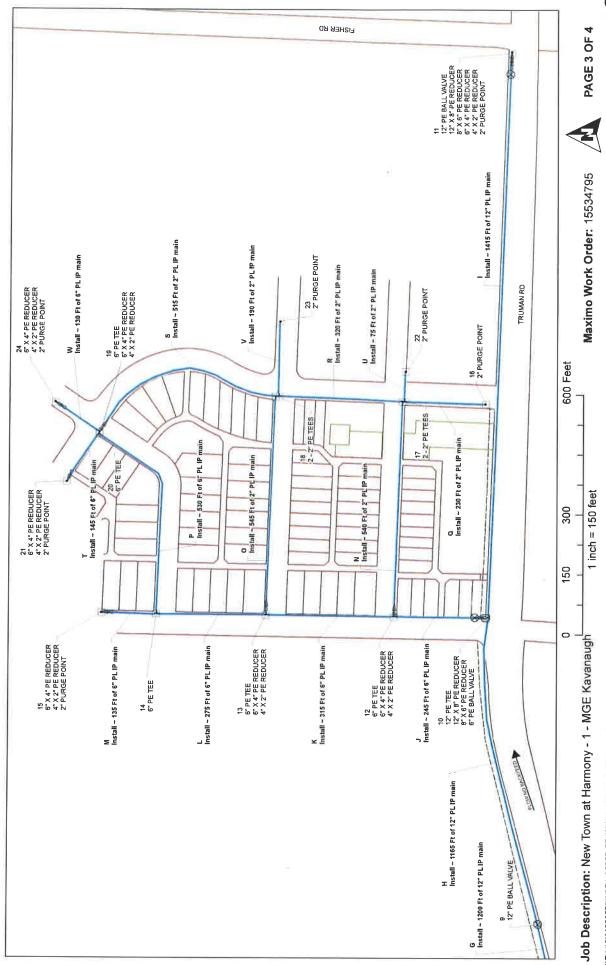
PATH. NGISAPPERZWORK, ORDER, DRAWINGSIMGEISOUTHREGION/2017, 15514795, NEWBUSINESS, NEW TOWN AT HARMONY PHASE (IDOCUMENTSMXDIRIVER BORE PROFILE MIXD: 11 43:46 AM 6/30/2017 20845



PATH: NGISAPPSERZIWORK_ORDER_DRAWINGSIMGEISOUTHREGIONZG17_1553479\$_ NEWBUSINESS_NEW TOWN AT HARMONY PHASE 1'DOCUMENTSMXDICOVER.MXD, 12:51:54 PM 3/17/2017 20541



PATH: NGISAPPERZIWORK_ORDER_DRAWINGSIMGEISOUTHREGION2017_15534795_NEWBUSINESS_NEW TOWN AT HARMONY PHASE TÜDOCUMENTSMXDITIE IN.MXD. 3:8:2:0 PM.3772017.20541



PATH: "GISPPERZIWORK_ORDER_DRAWINGSIMGEISOUTHREGION2017_15524795_NEWBUSINESS_NEW TOWN AT HARMONY PHASE 1/DOCUMENTSMXDISUBDNISON 2 MXD. 2:55.08 PM 4/10/2017 20541

PAGE 4 OF 4

PATH "GISAPPSERZ'WORK_ORDER_DRAWINGSIMGEISOUTHREGIONZ017_15534795 NEWBUSINESS_NEW TOWNAT HARMONY PHASE 11DOCUMENTSMXDIRIVER CROSSING MXD, 9:31.26 AM 2/7/2017 90977

4	MGE MISSOURI GAS ENERGY	PRESSURE TEST OF GAS MAINS (One Test Per Sheet)	Pipe Size: Length (ft): Pipe Size: Length (ft): Pipe Size: Length (ft): Pressure System: TF \ SF \ CF \ IP \ MP \ LP Test Medium: Water \ Air \ Gas \ Other: Gauge Type: Recording Indicating Dead Weight Gauge I.D.: Calib. Date: Start Time: Start Time: Start Temp.↑: The Temp ↑:	Page: Of:
Sector: 0821	Project #: 800984	Tre-in Number Tre-in Number Soap Test □ Yes □ No Date: Trine: Trine: Trine: Signature: Signature:	EONE RIVER CHOSSING	
1-MGE Kavanaugh Region: South	TownCode: 0201	Tre-in Number Soap Test Yes No Date: Time: Fresture: Signature:	More community of the c	
Job Description: New Town at Harmony - 1 - MGE Kavanaugh Region: South	Maximo Work Order: 15534795	Tie-in Number Soap Test □ Yes □ No Soap Test □ Yes □ No Date: Time: Pressure: Signature: Signature:		Comments:

3	MGE MISSOURI GAS ENERGY	PRESSURE TEST OF GAS MAINS (One Test Per Sheet)	Pipe Size: Pipe Size: Length (ft): Pipe Size: Length (ft): Pressure System: TF\SF\CF\IP\MP\LP Test Medium: Water\Air\Gas Other: Gauge Type: Recording Indicating Dead Weight Gauge I.D.: Calib. Date: Start Time: End Time: End Temp.*: Start Temp.*: End Temp.*: Start Temp.*: End Temp.*: A Water or Pipe temperature, not ambient To Start Press.: End Temp.*:
		Tre-in Number Soap Test Ves No Defe: Time: Pressure: Signature:	FISHER RO
Sector: 0821	Project #: 800984	Te-in Number	TRUMAN RD
Region: South	TownCode: 0201	umber One	
Job Description: New Town at Harmony - 1 - MGE Kavanaugh Region: South	15534795	Tie-in Number Tie-in Number Soap Test Date: Date: Date: Time: Time: Pressure: Signature: Signature:	
Job Description: New Town	Maximo Work Order:	Tie-in Number Soap Test Tree No Soap Test Tree Tree Tree Date: Time: Signature: Signature:	Comments:

