

City of Columbia

701 East Broadway, Columbia, Missouri 65201



Agenda Item Number: B 167-14

Department Source: Community Development - Planning

To: City Council

From: City Manager & Staff

Council Meeting Date: June 16, 2014

Re: CPS SW Elementary Plat 1 - final major plat (Case #14-56)

Documents Included With This Agenda Item

Council memo, Resolution/Ordinance, Development Agreement

Supporting documentation includes: Summary of Board/Commission Reports, Maps, Plats and Plans, Excerpts from Minutes

Executive Summary

A request by Columbia Public Schools (contract purchaser) for approval of a 1-lot final plat entitled "CPS Southwest Elementary Plat 1". The 34.73 acre site consists of five parcels and is located northwest of the intersection of Route KK and Scott Boulevard, south of the Thornbrook Subdivision, and is generally addressed as 5801 S. Highway KK. (Case 14-56)

Discussion

Columbia Public Schools (CPS), on behalf of the property owners, is seeking approval of a 34.73 acre one-lot plat that will be the location of the future southwest Columbia elementary school. The proposed plat consolidates four tracts of land annexed into the City between 1998 and 2014.

The plat provides right-of-way upgrades to both Scott Boulevard and Route KK to ensure compliance with the City's subdivision standards. The plat proposes to terminate Thornbrook Parkway within the subject tract as part of the platting action. This closure is consistent with the adopted transportation plans for the City (CATSO 2040 and the City MRP); however, would not eliminate the opportunity to extend the roadway at a future date if necessary.

In addition to standard final plat requirements, CPS has proposed a development agreement (attached) that identifies and allocates costs for the other public infrastructure upgrades such as sidewalk/pedways, roadway construction (i.e. a roundabout, turn-lanes, and cul-de-sac), pedestrian signals and signage, and waterline improvements. Approval of the development agreement will be substituted for the standard performance contract associated with final plats. This substitution is believed appropriate since the development agreement proposes to obligate CPS to infrastructure improvements significantly greater than those typically required by the standard performance contract.

At its May 8, 2014 meeting, the Planning and Zoning Commission voted unanimously (7-0) to recommend approval of the platting action. The Commission's recommendations did not address the contents of the proposed development agreement as it was considered a Council issue. No one from the public spoke regarding the matter.

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A copy of the staff report, which includes locator maps, a reduced copy of the plat and the development agreement, and meeting excerpts are attached.

Fiscal Impact

Short-Term Impact: Approval of the plat will reduce right-of-way acquisition costs and the proposed development agreement will allocate costs for sidewalk/pedway and roundabout construction between the City and CPS. Cost associated with the improvement of Scott Boulevard as identified in the Phase III construction plans will be adjusted as a result of the future construction.

Long-Term Impact: Impacts will include additional sidewalk/pedway and roundabout maintenance. Such costs will be offset by additional user fees and increased property tax revenues from additional residential development in the surrounding area.

Vision, Strategic & Comprehensive Plan Impact

Vision Impact: Community Facilities and Services, Development, Education, Transportation

Strategic Plan Impact: Infrastructure

Comprehensive Plan Impact: Land Use & Growth Management, Infrastructure, Inter-Governmental Cooperation

Suggested Council Action

Approval of the one-lot plat as recommended by the Planning and Zoning Commission.

Legislative History


1998 - Annexation parcel # 20-100-00-00-003.01 01. (Ord # 15697)

2001 - Annexation parcels # 20-100-00-00-003.00 01 & 20-100-00-00-007.00 01. (Ord # 16954)

2014 - Annexation parcel # 20-100-00-00-012.00 01 (Ord. # 21952)



Department Approved



City Manager Approved

Council Bill: B 167-14

MOTION TO AMEND: _____

MADE BY: _____

SECONDED BY: _____

MOTION: I move that Council Bill B 167-14 be amended as set forth on this amendment sheet.

=====

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

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT ("Agreement") is made and entered into this _____ day of _____, 2014, by and among **Columbia Public Schools** (hereinafter the "Developer" or "CPS"), and the **City of Columbia, Missouri**, a municipal corporation (hereinafter the "City"), (Developer, and City collectively hereinafter referred to as the "Parties" or "Party" as may be the case).

WITNESSETH:

WHEREAS, Developer is the owner of a certain tract of land in Columbia, Boone County, State of Missouri, described on Exhibit A attached hereto and incorporated herein by this reference (the "Developer Tract"); and

WHEREAS, the Parties are desirous of the Developer Tract becoming platted as described in the Application for the Final Minor Plat ("Platting") to which this Agreement is attached; and

WHEREAS, the City is desirous of there being made improvements to roadways and other infrastructure on Scott Boulevard and Missouri Route KK directly adjacent and related to the development of the Developer Tract.

NOW, THEREFORE, for and in consideration of the aforementioned facts which are incorporated in this Agreement and in consideration of the mutual exchange of covenants contained herein, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. Definitions: As used in this Agreement, the following terms have the following meanings:
 - a. "City" means the City of Columbia, a municipal corporation and constitutional charter city under the laws of the State of Missouri, whose address is 701 East Broadway, Columbia, Missouri 65201.
 - b. "Contingency" means the condition precedent to this Agreement as described in paragraph 2 of this Agreement.
 - c. "Developer" means Columbia Public Schools, whose address is 1818 West Worley Street, Columbia, Missouri 65203.
 - d. "Letter of Credit" means a letter of credit securing payment to the City of a dollar amount determined pursuant to paragraph 4(d) of this Agreement. A Letter of Credit shall be provided to the City by the Developer if paragraph 4(a)(iii) of this

Agreement must be satisfied prior to the issuance by the City of a certificate of occupancy for a new building on the Developer Tract. Any Letter of Credit provided to the City hereunder shall be drawn upon by the City only for the purposes of paying for the construction costs required to complete any unfinished part of the work shown on the Plans as described in paragraph 4 of this Agreement.

- e. "Phase 1 Work" means the construction work required to complete improvements directly related to the development of this property. The proposed improvements are:
 - i. Design and Construction of City Water Main (12") along full frontage of Scott Boulevard from end of existing termination at Thornbrook Terrace.
 - ii. Design and Construction of Cul-de-Sac at the current terminus of Thornbrook Parkway onto Developer Tract.
 - iii. Design and Construction of Pedway (8') along the full frontage of Scott Boulevard and the full frontage of Missouri Route KK.

The descriptions of work are intended to describe the general locations of the Phase 1 Work for the purposes of describing obligations that might exist with respect to a Letter of Credit.

- f. "Phase 2 Work" means the construction work required to complete improvements directly related to the adjacent street infrastructure. The proposed improvements are:
 - i. Construction of at-grade Pedestrian Crossing across Scott Boulevard at Abbington Terrace.
 - ii. Construction of Flashing School Zone Indicators on Scott Boulevard; one (1) immediately north of the Scott Boulevard/Missouri Route KK intersection; and one (1) near the north edge of the tract.
 - iii. Construction of intersection improvement at the intersection of Scott Boulevard and Missouri Route KK consisting of a roundabout, associated approach roadway transitions, sidewalks, signing, lighting, and utility relocations.
 - iv. Construction of an added turning lane from the proposed bus driveway onto Scott Boulevard to a point south of Abbington Terrace, to also provide for a refuge island for pedestrian crossing south of Abbington Terrace.

The descriptions of work are intended to describe the general locations of the Phase 2 Work for the purposes of describing obligations that might exist with respect to a Letter of Credit.

- 2. Contingency. The obligations in this Agreement shall be contingent upon the approval of the Platting of the Developer Tract as described in the Application. Unless the Contingency is satisfied, this Agreement shall not be applicable or effective. However, if the Contingency is satisfied then this Agreement shall be binding upon the Parties and their respective successors and assigns.

3. Obligations of Developer.

- a. Developer shall convey right of way and easements to the City shown on the Plans, as may be amended, which are located on the Developer Tract, at no charge to the City, at such time as may be necessary to complete the roadways and improvements shown on the Plans. Developer shall allow the City access to the Developer Tract in order for each to perform their obligations described herein.
- b. Developer shall be responsible for the design and design costs associated with the Phase 1 and Phase 2 Work described in paragraphs 1(e) and 1(f)(iii).
- c. Developer shall be responsible for construction and one hundred percent (100%) of the actual construction costs associated with the Phase 1 Work described in paragraphs 1(e)(i,ii,iii) and shall be responsible for one hundred percent (100%) of the construction costs associated with the Phase 2 Work described in paragraphs 1(f)(i,ii,iv) (actual construction of Phase 2 Work in paragraphs 1(f)(i,ii,iv) to be performed by City as set forth in paragraph 5).
- d. Developer shall be responsible for the design and fifty percent (50%) of the actual construction costs associated with the Phase 2 Work described in paragraph 1(f)(iii).
- e. Exhibit B summarizes and clarifies Developer and City design, construction, and cost obligations.

4. Developer Tract Certificate of Occupancy.

- a. Developer shall receive a certificate of occupancy under Section 29-37 of Chapter 29 of the Code of Ordinances of the City, as amended, for the building on the Developer Tract, only upon satisfaction of the conditions in paragraphs 4(a)(i) and either 4(a)(ii) or 4(a)(iii) of this Agreement as follows:
 - i. The City shall have received all of the easements and rights-of-way to the property owned by the Developer, which are necessary to construct the roadways and improvements on the Developer property as shown on the Plans; and
 - ii. The roadways and improvements shown on the Plans shall be substantially complete; or
 - iii. In the event that the roadways and improvements shown on the Plans are not substantially complete because regulatory approvals have not been granted or necessary rights-of-way have not been obtained by the City or because of a force majeure event, the Developer may provide the Letter of Credit to the City.
- b. For the purposes of this paragraph 4, including determining satisfaction of the conditions in paragraphs 4(a)(ii) and 4(a)(iii) above as to the roadways and improvements, "substantially complete" shall mean construction of the roadways and improvements shown on the Plans in accordance with the City of Columbia Street and Storm Sewer Specifications and Standards, applicable at the time that the initial Development Agreement was entered into between the City and the Developer, such that the improvements within the public right of way are ready

for acceptance for public use and maintenance by the City or other applicable regulatory body.

- c. For the purpose of determining whether a Letter of Credit must be provided to the City in exchange for a certificate of occupancy for a new building on the Developer Tract pursuant to this Agreement, a “force majeure event” shall mean any event beyond the control of the Developer, that delays or prevents the Developer from causing the roadways and improvements shown on the Plans from being substantially complete, despite the Developer’s reasonable efforts including, but not limited to acts of God, fire, casualty, unusually severe weather conditions, strikes, lockout, labor troubles, extraordinary inability to procure materials or supplies, failure of power, governmental authority, riots, insurrection, war, terrorism, or other causes or acts beyond the Developer’s.
- d. If, at the time when a certificate of occupancy for a new building on the Developer Tract is sought, the Phase 1 Work shall be substantially complete, but none of or only a portion of the Phase 2 Work is complete, the amount of a Letter of Credit shall be the lesser of: (i) Five Hundred Thousand Dollars (\$500,000.00), or (ii) the 50% of the estimated costs for completing the Phase 2 Work which would be incurred by the City in completing the remaining Phase 2 Work, which is not substantially complete. For the purposes of this paragraph 4(d), “estimated costs” shall be determined by the Director of the Department of Public Works of the City (the “Director”) as described herein. The Director shall use good faith and reasonable efforts to determine the estimated costs by obtaining accurate estimates for the completion of such work at the time when a Letter of Credit may become necessary in order for the City to issue a certificate of occupancy for a new building on the Developer Tract. The amount of such estimated costs must be commercially reasonable and consistent with costs associated with the then current construction costs for public roadway projects (e.g., unit costs for the construction work must be substantially similar to unit costs for other, recent and similar public roadway projects of the City). The Director shall request and receive bids from qualified contractors for the completion of such work pursuant to the Plans on behalf of the City (i.e., in compliance with applicable laws and regulations such as the Prevailing Wage Act) within sixty (60) days of the City receiving an application or other such valid request for a certificate of occupancy for a new building on the Developer Tract. The amount of lowest and best bid received pursuant to the foregoing shall be the estimated costs.

5. City’s Obligations.

- a. The City shall, as part of their construction improvements to Scott Boulevard, design and construct the at-grade Pedestrian Crossing across Scott Boulevard at Abbington Terrace as set forth in paragraph 1(f)(i). Construction costs shall be reimbursed by Developer as set forth in paragraph 3(c), Obligations of Developer.
- b. The City shall, as part of their construction improvements to Scott Boulevard, design and construct the Flashing School Zone Indicators on Scott Boulevard immediately north of the Scott Boulevard/Missouri Route KK intersection and near the north edge of the tract as set forth in paragraph 1(f)(ii). Construction costs shall be reimbursed by Developer as set forth in paragraph 3(c), Obligations of Developer.

- c. The City shall, as part of their construction improvements to Scott Boulevard, design and construct the added turning lane as set forth in paragraph 1(f)(iv). *Construction costs shall be reimbursed by Developer as set forth in paragraph 3(c), Obligations of Developer.*
 - d. The City shall construct intersection improvements at Scott Boulevard and Missouri Route KK, to include the costs of the round-a-bout, associated approach roadway transitions, sidewalks, and utility relocations as set forth in paragraph item 1(f)(iii) designed by Developer as set forth in paragraph 3(d). City and Developer shall each be responsible for fifty percent (50%) of the actual construction costs of such intersection improvements (see paragraph 3(d)). Developer shall reimburse City for 50% of such cost of construction..
 - e. The City shall acquire and pay for right-of-way for the intersection improvement at Scott Boulevard and Missouri Route KK, except such right of way and easements provided by Developer in accordance with paragraph 3(a) shall be provided by Developer at no cost to the City.
 - f. The City shall be responsible for the maintenance of the driving surfaces, lighting, and signing for all public roadway improvements under their jurisdiction.
 - g. The City shall adhere to the currently established utility relocation policy such that utilities located in existing right-of-way will be relocated, as necessary, by the utility owner and utilities located in existing easements will be relocated, as necessary, by the Developer.
 - h. The City shall issue a certificate of occupancy sought for a new building on the Developer Tract upon receiving a request for same in compliance with Section 29-37 of Chapter 29 of the Code of Ordinances of the City, as amended, and after the conditions in paragraph 4(a)(i) and either paragraphs 4(a)(ii) or 4(a)(iii) have been met (i.e., a certificate shall be issued after Developer has conveyed its right of way to the City and either the work shown on the Plans is substantially complete or a Letter of Credit is provided to the City).
 - i. Exhibit B summarizes and clarifies Developer and City design, construction, and cost obligations.
6. Severability and Waiver. Failure of any party to this Agreement to insist on the full performance of any of its provisions by the other Party shall not constitute a waiver of such performance unless the Party failing to insist on full performance of the provision declares in writing signed by it that it is waiving such performance. A waiver of any breach under this Agreement by any Party, unless otherwise expressly declared in writing, shall not be a continuing waiver or waiver of any subsequent breach of the same or other provision of this Agreement.
 7. Governing Law. The laws of the State of Missouri (without regard to conflicts of law) shall govern the validity, construction, enforcement and interpretation of this Agreement.
 8. Further Acts. In addition to the acts and deeds recited in this Agreement and contemplated to be performed, executed, and/or delivered under this Agreement, the Parties agree to perform, execute and/or deliver or cause to be delivered, executed and/or delivered all further acts, deeds, and assurances reasonably necessary to consummate the transactions contemplated hereby.
 9. Headings. All section headings in this Agreement are for the convenience of the reader

only and are not intended, nor shall they be deemed, to define or limit the scope of any provision of this Agreement.

10. Notices. All notices, demands, requests, and other communications required or permitted hereunder shall be in writing. All such notices, demands, requests and other communications (and copies thereof) shall be deemed to be delivered: (a) if sent by messenger, upon personal delivery to the Party to whom the notice is directed; (b) if sent by telecopier, upon electronic or telephonic confirmation of receipt from the receiving telecopier; (c) if sent by reputable overnight courier, with request for next business day delivery, on the next business day after sending; or (d) whether actually received or not, two (2) business days after deposit in a regularly maintained receptacle for the United States mail, registered or certified, return receipt requested, postage prepaid, addressed as follows (or to such other address as the Parties may specify by notice given pursuant to this section):

TO DEVELOPER: Columbia Public Schools
Attn: Superintendent
1818 West Worley Street
Columbia, Missouri 65203.

WITH A COPY TO: COLUMBIA PUBLIC SCHOOLS
ATTN: CFO/COO
1818 WEST WORLEY STREET
COLUMBIA, MO 65203

TO CITY: City of Columbia
Attn: City Manager
701 E. Broadway
P.O. Box 6015
Columbia, MO 65205-6015

WITH A COPY TO: City of Columbia
Attn: City Counselor
701 E. Broadway
P.O. Box N
Columbia, MO 65205-6015

11. Exhibits. The Exhibits that are referenced in and attached to this Agreement are incorporated in, and made a part of, this Agreement for all purposes.
12. No Adverse Inference. This Agreement shall not be construed more strongly against one Party or the other. The Parties had equal access to input with respect to, and influence over, the provisions of this Agreement. Accordingly, no rule of construction which requires that any allegedly ambiguous provision be interpreted more strongly against one Party than the other shall be used in interpreting this Agreement.
13. Entire Contract and Modification. This Agreement sets forth all the promises, covenants, agreements, conditions, and understandings between the Parties and supersedes all prior and contemporaneous agreements and understandings, inducements, or conditions, expressed or implied, oral or written, except as herein contained. This Agreement may be modified only by an agreement in writing signed by the Parties.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties have duly executed and delivered this Agreement as of the date first above written.

CITY OF COLUMBIA, MISSOURI

By: _____
Mike Matthes, City Manager

ATTEST:

By: _____
Sheela Amin, City Clerk

APPROVED AS TO FORM:

By: _____
Nancy Thompson, City Counselor

COLUMBIA PUBLIC SCHOOLS

By:  _____
Authorized Agent

ATTEST:

By: Nathaly Sides

EXHIBIT A

Developer Tract

Beginning at the Southwest Corner of the tract described by a Survey recorded in Book 3079 Page 49, shown to be at the intersection of the north right-of-way line of the right-of-way line of State Route KK and the east line of Section 5-47-13, at a point being N0°16'50"W 19.45 feet from the East Quarter Corner of Section 5-47-13, thence along the northerly right-of-way line of State Route KK, S89°31'30"W 1595.31 feet; thence N0°28'30"W 10.00 feet; thence S 89°31'30"W 250.00 feet; thence S0°28'30"E 10.00 feet; thence S89°31'30"W 245.95 feet to the Southeast Corner of Thornbrook Plat No. 8, recorded in Plat Book 36 Page 26; thence along the lines of said plat, N 0°11'50"W 135.00 feet; thence N8°03'20"E 160.03 feet; thence N44°07'40"E 300.75 feet to the most Westerly Corner of Lot 304 Thornbrook Plat No. 9, recorded in Plat Book 36 Page 72; thence along the lines of the lots described by Thornbrook Plat No. 9, S57°41'00"E 194.97 feet; thence N89°58'20"E 287.18 feet; thence N49°12'50"E 132.59 feet; thence N3°45'20"E 217.34 feet; thence continuing along the lines of Thornbrook Plat No. 9 and the lines of Thornbrook Plat No. 1, recorded in Plat Book 32 Page 56, and Thornbrook Plat No. 2, recorded in Plat Book 32 Page 71, N59°30'30"E 548.52 feet; thence N89°43'40"E 565.91 feet; thence S0°16'20"E 40.00 feet; thence N89°43'40"E 249.93 feet to the Section Line; thence S0°16'50"E, along the Section Line, 933.56 feet to the Beginning and Containing 34.743 acres.

EXHIBIT B

Southwest Elementary School

Allocation of Roadway Improvement Costs

Estimated Cost Share Allocation

		<u>CPS Cost</u>	<u>Est. Cost</u>	<u>CPS Cost</u>	<u>City Cost</u>
1) f) iii)	Roundabout	50%	\$609,394	\$304,697	\$304,697
1) f) ii)	Flashing School Zone Indicators	100%	\$35,000	\$35,000	\$0
1) f) iv)	Added Turn Lane - Scott Boulevard	100%	\$26,880	\$26,880	\$0

Allocation of Responsibilities

		<u>Design</u>	<u>Construction</u>	<u>Cost</u>
1) e) i)	Design and Construction of City Water Main (12") along full frontage of Scott Boulevard from end of existing termination at Thornbrook Terrace	CPS 3) b)	CPS 3) c)	CPS 100% 3) b) 3) c)
1) e) ii)	Design and Construction of Cul-de-Sac at the current terminus of Thornbrook Parkway onto Developer Tract	CPS 3) b)	CPS 3) c)	CPS 100% 3) b) 3) c)
1) e) iii)	Design and Construction of Pedway (8') along the full frontage of Scott Boulevard and the full frontage of Missouri Route KK	CPS 3) b)	CPS 3) c)	CPS 100% 3) b) 3) c)
1) f) i)	Construction of at-grade Pedestrian Crossing across Scott Boulevard at Abbington Terrace.	City 5) a)	City 5) a)	CPS 3) c)
1) f) ii)	Construction of Flashing School Zone Indicators on Scott Boulevard; one (1) immediately north of the Scott Boulevard/Missouri Route KK intersection; and one (1) near the north edge of the tract.	City 5) b)	City 5) b)	CPS 3) c)
1) f) iii)	Construction of intersection improvement at the intersection of Scott Boulevard and Missouri Route KK consisting of a roundabout,	CPS 3) d)	City 5) d)	50/50 5) d) 3) d)

	associated approach roadway transitions, sidewalks, signing, lighting, and utility relocations.			
	Inspection of Roundabout	City	City	City
1) f) iv)	Construction of an added turning lane from the proposed bus driveway onto Scott Boulevard to a point south of Abbington Terrace, to also provide for a refuge island for pedestrian crossing south of Abbington Terrace	City 5) c)	City 5) c)	CPS 3) c)
	–Utility Relocation	5) g)	5) g)	5) g)
	Inspection of Scott Boulevard	City 3) a)	City 3) a)	City 3) a)
	Right-of-Way Acquisition	5) e)	5) e)	5) e)

Introduced by _____

First Reading _____

Second Reading _____

Ordinance No. _____

Council Bill No. B 167-14

AN ORDINANCE

approving the Minor Plat of CPS Southwest Elementary Plat 1;
accepting the dedication of rights-of-way and easements;
authorizing a development agreement; directing the City Clerk
to have the development agreement recorded; and fixing the
time when this ordinance shall become effective.

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

SECTION 1. The City Council hereby approves the Minor Plat of CPS Southwest Elementary Plat 1, as certified and signed by the surveyor on June 3, 2014, a subdivision located on the northwest corner of Route KK and Scott Boulevard containing approximately 34.74 acres in the City of Columbia, Boone County, Missouri, and hereby authorizes and directs the Mayor and City Clerk to sign the plat evidencing such approval.

SECTION 2. The City Council hereby accepts the dedication of all rights-of-way and easements as dedicated upon the plat.

SECTION 3. The City Manager is hereby authorized to execute a development agreement with Columbia Public Schools in connection with the approval of the Minor Plat of CPS Southwest Elementary Plat 1. The form and content of the development agreement shall be substantially as set forth in "Attachment A" attached hereto.

SECTION 4. The City Clerk is authorized and directed to have a copy of the development agreement recorded in the office of the Boone County Recorder of Deeds.

SECTION 5. This ordinance shall be in full force and effect from and after its passage.

PASSED this _____ day of _____, 2014.

ATTEST:

City Clerk

Mayor and Presiding Officer

APPROVED AS TO FORM:

City Counselor

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT ("Agreement") is made and entered into this _____ day of _____, 2014, by and among **Columbia Public Schools** (hereinafter the "Developer"), and the **City of Columbia, Missouri**, a municipal corporation (hereinafter the "City"), (Developer, and City collectively hereinafter referred to as the "Parties" or "Party" as may be the case).

WITNESSETH:

WHEREAS, Developer is the owner of a certain tract of land in Columbia, Boone County, State of Missouri, described on Exhibit A attached hereto and incorporated herein by this reference (the "Developer Tract"); and

WHEREAS, the Parties are desirous of the Developer Tract becoming platted as described in the Application for the Final Minor Plat ("Platting") to which this Agreement is attached; and

WHEREAS, the City is desirous of there being made improvements to roadways and other infrastructure on Scott Boulevard and Missouri Route KK directly adjacent and related to the development of the Developer Tract.

NOW, THEREFORE, for and in consideration of the aforementioned facts which are incorporated in this Agreement and in consideration of the mutual exchange of covenants contained herein, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. Definitions: As used in this Agreement, the following terms have the following meanings:
 - a. "City" means the City of Columbia, a municipal corporation and constitutional charter city under the laws of the State of Missouri, whose address is 701 East Broadway, Columbia, Missouri 65201.
 - b. "Contingency" means the condition precedent to this Agreement as described in paragraph 2 of this Agreement.
 - c. "Developer" means Columbia Public Schools, whose address is 1818 West Worley Street, Columbia, Missouri 65203.
 - d. "Letter of Credit" means a letter of credit securing payment to the City of a dollar amount determined pursuant to paragraph 4(d) of this Agreement. A Letter of Credit shall be provided to the City by the Developer if paragraph 4(a)(iii) of this

Agreement must be satisfied prior to the issuance by the City of a certificate of occupancy for a new building on the Developer Tract. Any Letter of Credit provided to the City hereunder shall be drawn upon by the City only for the purposes of paying for the construction costs required to complete any unfinished part of the work shown on the Plans as described in paragraph 4 of this Agreement.

- e. "Phase 1 Work" means the construction work required to complete improvements directly related to the development of this property. The proposed improvements are:

- i. Construction of City Water Main (12") along full frontage of Scott Boulevard from end of existing termination at Thornbrook Terrace.
- ii. Construction of Cul-de-Sac at the current terminus of Thornbrook Parkway onto Developer Tract.
- iii. Construction of Pedway (8') along the full frontage of Scott Boulevard and the full frontage of Missouri Route KK.

The descriptions of work are intended to describe the general locations of the Phase 1 Work for the purposes of describing obligations that might exist with respect to a Letter of Credit.

- f. "Phase 2 Work" means the construction work required to complete improvements directly related to the adjacent street infrastructure. The proposed improvements are:

- i. Construction of at-grade Pedestrian Crossing across Scott Boulevard at Abbington Terrace.
- ii. Construction of Flashing School Zone Indicators on Scott Boulevard; one (1) immediately north of the Scott Boulevard/Missouri Route KK intersection; and one (1) near the north edge of the tract.
- iii. Construction of intersection improvement at the intersection of Scott Boulevard and Missouri Route KK consisting of a roundabout, associated approach roadway transitions, sidewalks, signing, lighting, and utility relocations.
- iv. Construction of an added turning lane from the proposed bus driveway onto Scott Boulevard to a point south of Abbington Terrace, to also provide for a refuge island for pedestrian crossing south of Abbington Terrace.

The descriptions of work are intended to describe the general locations of the Phase 2 Work for the purposes of describing obligations that might exist with respect to a Letter of Credit.

2. Contingency. The obligations in this Agreement shall be contingent upon the approval of the Platting of the Developer Tract as described in the Application. Unless the Contingency is satisfied, this Agreement shall not be applicable or effective. However, if the Contingency is satisfied then this Agreement shall be binding upon the Parties and their respective successors and assigns.

3. Obligations of Developer.

- a. Developer shall convey easements to the City shown on the Plans, as may be amended, which are located on the Developer Tract, at no charge to the City, at such time as may be necessary to complete the roadways and improvements shown on the Plans. Developer shall allow the City access to the Developer Tract in order for each to perform their obligations described herein.
- b. Developer shall be responsible for design costs associated with the Phase 1 and Phase 2 Work described in paragraphs 1(e) and 1(f)(iii).
- c. Developer shall be responsible for one hundred percent (100%) of the actual construction costs associated with the Phase 1 and Phase 2 Work described in paragraphs 1(e)(i,ii,iii) and 1(f)(i,ii,iv).
- d. Developer shall be responsible for fifty percent (50%) of the actual construction costs associated with the Phase 2 Work described in paragraph 1(f)(iii, iv).
- e. Exhibit B summarizes and clarifies Developer and City design, construction, and cost obligations.

4. Developer Tract Certificate of Occupancy.

- a. Developer shall receive a certificate of occupancy under Section 29-37 of Chapter 29 of the Code of Ordinances of the City, as amended, for the building on the Developer Tract, only upon satisfaction of the conditions in paragraphs 4(a)(i) and either 4(a)(ii) or 4(a)(iii) of this Agreement as follows:
 - i. The City shall have received all of the easements and rights-of-way to the property owned by the Developer, which are necessary to construct the roadways and improvements on the Developer property as shown on the Plans; and
 - ii. The roadways and improvements shown on the Plans shall be substantially complete; or
 - iii. In the event that the roadways and improvements shown on the Plans are not substantially complete because regulatory approvals have not been granted or necessary rights-of-way have not been obtained by the City or because of a force majeure event, the Developer may provide the Letter of Credit to the City.
- b. For the purposes of this paragraph 4, including determining satisfaction of the conditions in paragraphs 4(a)(ii) and 4(a)(iii) above as to the roadways and improvements, "substantially complete" shall mean construction of the roadways and improvements shown on the Plans in accordance with the City of Columbia Street and Storm Sewer Specifications and Standards, applicable at the time that the initial Intergovernmental Agreement was entered into between the City and the Developer, such that the improvements within the public right of way are ready for acceptance for public use and maintenance by the City or other applicable regulatory body.
- c. For the purpose of determining whether a Letter of Credit must be provided to the City in exchange for a certificate of occupancy for a new building

on the Developer Tract pursuant to this Agreement, a “force majeure event” shall mean any event beyond the control of the Developer, that delays or prevents the Developer from causing the roadways and improvements shown on the Plans from being substantially complete, despite the Developer’s reasonable efforts including, but not limited to acts of God, fire, casualty, unusually severe weather conditions, strikes, lockout, labor troubles, extraordinary inability to procure materials or supplies, failure of power, governmental authority, riots, insurrection, war, terrorism, or other causes or acts beyond the Developer’s.

- d. If, at the time when a certificate of occupancy for a new building on the Developer Tract is sought, the Phase 1 Work shall be substantially complete, but none of or only a portion of the Phase 2 Work is complete, the amount of a Letter of Credit shall be the lesser of: (i) Five Hundred Thousand Dollars (\$500,000.00), or (ii) the 50% of the estimated costs for completing the Phase 2 Work which would be incurred by the City in completing the remaining Phase 2 Work, which is not substantially complete and which would be incurred by the City. For the purposes of this paragraph 4(d), “estimated costs” shall be determined by the Director of the Department of Public Works of the City (the “Director”) as described herein. The Director shall use good faith and reasonable efforts to determine the estimated costs by obtaining accurate estimates for the completion of such work at the time when a Letter of Credit may become necessary in order for the City to issue a certificate of occupancy for a new building on the Developer Tract. The amount of such estimated costs must be commercially reasonable and consistent with costs associated with the then current construction costs for public roadway projects (e.g., unit costs for the construction work must be substantially similar to unit costs for other, recent and similar public roadway projects of the City). The Director shall request and receive bids from qualified contractors for the completion of such work pursuant to the Plans on behalf of the City (i.e., in compliance with applicable laws and regulations such as the Prevailing Wage Act) within sixty (60) days of the City receiving an application or other such valid request for a certificate of occupancy for a new building on the Developer Tract. The amount of lowest and best bid received pursuant to the foregoing shall be the estimated costs.

5. City’s Obligations.

- a. The City shall, as part of their construction improvements to Scott Boulevard, design and construct the at-grade Pedestrian Crossing across Scott Boulevard at Abbington Terrace. *(construction costs to be appropriated to developer in accordance with para 3(c)).*
- b. The City shall, as part of their construction improvements to Scott Boulevard, design and construct the Flashing School Zone Indicators on Scott Boulevard immediately north of the Scott Boulevard/Missouri Route KK intersection and near the north edge of the tract. *(Construction costs to be appropriated to developer in accordance with para 3(c).)*
- c. The City shall, as part of their construction improvements to Scott Boulevard, design and construct the added turning lane *(item 1(f)(iv))*. *(Construction costs to be appropriated to developer in accordance with para 3(c).)*
- d. The City shall construct intersection improvements *(item 1(f)(iii))* designed by Developer, and share fifty percent (50%) of the actual construction costs of the intersection improvement at Scott Boulevard and Missouri Route KK, to include

the costs of the round-a-bout, associated approach roadway transitions, sidewalks, and utility relocations.

- e. The City shall acquire and pay for right-of-way for the intersection improvement at Scott Boulevard and Missouri Route KK, except that provided by Developer in accordance with para 3(a).
 - f. The City shall be responsible for the maintenance of the driving surfaces, lighting, and signing for all public roadway improvements under their jurisdiction.
 - g. The City shall adhere to the currently established utility relocation policy such that utilities located in existing right-of-way will be relocated, as necessary, by the utility owner and utilities located in existing easements will be relocated, as necessary, by the Developer.
 - h. The City shall issue a certificate of occupancy sought for a new building on the Developer Tract upon receiving a request for same in compliance with Section 29-37 of Chapter 29 of the Code of Ordinances of the City, as amended, and after the conditions in paragraph 4(a)(i) and either paragraphs 4(a)(ii) or 4(a)(iii) have been met (i.e., a certificate shall be issued after CMIC has conveyed its right of way to the City and either the work shown on the Plans is substantially complete or a Letter of Credit is provided to the City).
 - i. Exhibit B summarizes and clarifies Developer and City design, construction, and cost obligations.
6. Severability and Waiver. Failure of any party to this Agreement to insist on the full performance of any of its provisions by the other Party shall not constitute a waiver of such performance unless the Party failing to insist on full performance of the provision declares in writing signed by it that it is waiving such performance. A waiver of any breach under this Agreement by any Party, unless otherwise expressly declared in writing, shall not be a continuing waiver or waiver of any subsequent breach of the same or other provision of this Agreement.
7. Governing Law. The laws of the State of Missouri (without regard to conflicts of law) shall govern the validity, construction, enforcement and interpretation of this Agreement.
8. Further Acts. In addition to the acts and deeds recited in this Agreement and contemplated to be performed, executed, and/or delivered under this Agreement, the Parties agree to perform, execute and/or deliver or cause to be delivered, executed and/or delivered all further acts, deeds, and assurances reasonably necessary to consummate the transactions contemplated hereby.
9. Headings. All section headings in this Agreement are for the convenience of the reader only and are not intended, nor shall they be deemed, to define or limit the scope of any provision of this Agreement.
10. Notices. All notices, demands, requests, and other communications required or permitted hereunder shall be in writing. All such notices, demands, requests and other communications (and copies thereof) shall be deemed to be delivered: (a) if sent by messenger, upon personal delivery to the Party to whom the notice is directed; (b) if sent by telecopier, upon electronic or telephonic confirmation of receipt from the receiving telecopier; (c) if sent by reputable overnight courier, with request for next business day delivery, on the next business day after sending; or (d) whether actually received or not,

two (2) business days after deposit in a regularly maintained receptacle for the United States mail, registered or certified, return receipt requested, postage prepaid, addressed as follows (or to such other address as the Parties may specify by notice given pursuant to this section):

TO DEVELOPER: Columbia Public Schools
1818 West Worley Street
Columbia, Missouri 65203.

WITH A COPY TO: CPS Attorney

TO CITY: City of Columbia
701 E. Broadway
P.O. Box 6015
Columbia, MO 65205-6015

WITH A COPY TO: City of Columbia
c/o Nancy Thompson
701 E. Broadway
P.O. Box N
Columbia, MO 65205-6015

11. Exhibits. The Exhibits that are referenced in and attached to this Agreement are incorporated in, and made a part of, this Agreement for all purposes.
12. No Adverse Inference. This Agreement shall not be construed more strongly against one Party or the other. The Parties had equal access to input with respect to, and influence over, the provisions of this Agreement. Accordingly, no rule of construction which requires that any allegedly ambiguous provision be interpreted more strongly against one Party than the other shall be used in interpreting this Agreement.
13. Entire Contract and Modification. This Agreement sets forth all the promises, covenants, agreements, conditions, and understandings between the Parties and supersedes all prior and contemporaneous agreements and understandings, inducements, or conditions, expressed or implied, oral or written, except as herein contained. This Agreement may be modified only by an agreement in writing signed by the Parties.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties have duly executed and delivered this Agreement as of the date first above written.

CITY OF COLUMBIA, MISSOURI

By: _____
Mike Matthes, City Manager

ATTEST:

By: _____
Sheela Amin, City Clerk

APPROVED AS TO FORM:

By: _____
Nancy Thompson, City Counselor

COLUMBIA PUBLIC SCHOOLS

By: _____
Authorized Agent

ATTEST:

By: _____

EXHIBIT A

Developer Tract

Beginning at the Southwest Corner of the tract described by a Survey recorded in Book 3079 Page 49, shown to be at the intersection of the north right-of-way line of the right-of-way line of State Route KK and the east line of Section 5-47-13, at a point being N0°16'50"W 19.45 feet from the East Quarter Corner of Section 5-47-13, thence along the northerly right-of-way line of State Route KK, S89°31'30"W 1595.31 feet; thence N0°28'30"W 10.00 feet; thence S 89°31'30"W 250.00 feet; thence S0°28'30"E 10.00 feet; thence S89°31'30"W 245.95 feet to the Southeast Corner of Thornbrook Plat No. 8, recorded in Plat Book 36 Page 26; thence along the lines of said plat, N 0°11'50"W 135.00 feet; thence N8°03'20"E 160.03 feet; thence N44°07'40"E 300.75 feet to the most Westerly Corner of Lot 304 Thornbrook Plat No. 9, recorded in Plat Book 36 Page 72; thence along the lines of the lots described by Thornbrook Plat No. 9, S57°41'00"E 194.97 feet; thence N89°58'20"E 287.18 feet; thence N49°12'50"E 132.59 feet; thence N3°45'20"E 217.34 feet; thence continuing along the lines of Thornbrook Plat No. 9 and the lines of Thornbrook Plat No. 1, recorded in Plat Book 32 Page 56, and Thornbrook Plat No. 2, recorded in Plat Book 32 Page 71, N59°30'30"E 548.52 feet; thence N89°43'40"E 565.91 feet; thence S0°16'20"E 40.00 feet; thence N89°43'40"E 249.93 feet to the Section Line; thence S0°16'50"E, along the Section Line, 933.56 feet to the Beginning and Containing 34.743 acres.

EXHIBIT B

Southwest Elementary School - Proposed

Allocation of Roadway Improvement Costs

Cost Share Allocation

			<u>CPS Cost</u>	<u>Est. Cost</u>	<u>CPS Cost</u>	<u>City Cost</u>
1) f) iii)	5) d)	Round about	50%	\$609,394	\$304,697	\$304,697
1) f) ii)	5) b)	Flashing School Zone Indicators	100%	\$35,000	\$35,000	\$0
		Added Turn Lane - Scott				
1) f) iv)	5) c)	Boulevard	100%	\$26,880	\$26,880	\$0

Other Items - for clarification:

			<u>Responsibilities</u>		
			<u>Design</u>	<u>Const</u>	<u>Cost</u>
1) e) i)		Extend City Water Line	CPS	CPS	CPS
1) e) ii)		Cul de Sac	CPS	CPS	CPS
1) e) iii)		Pedway	CPS	CPS	CPS
1) f) i)	5) a)	At Grade Pedestrian Crossing (part of Turn Lane)	City	City	see above
1) f) ii)	5) b)	Flashing School Zone Indicators	City	City	see above
1) f) iii)	5) d)	Round About	CPS	City	see above
		Inspection of Roundabout	City	City	City
1) f) iv)	5) c)	Added Turning Lane	City	City	see above
		Scott Boulevard - Roadway	City	City	City
		Inspection of Scott Boulevard	City	City	City
	5) f)	Right-of-Way Acquisition	City	City	City



SUPPORTING DOCUMENTS INCLUDED WITH THIS AGENDA ITEM ARE AS FOLLOWS:

Summary of Board/Commission Reports including maps and plats, Excerpts from
Minutes

AGENDA REPORT
PLANNING AND ZONING COMMISSION MEETING
May 8, 2014

SUMMARY

A request by Robert and Jane Sapp, Marvin and Kathleen Sapp, Triple SSS Development (owners) for approval of a 1-lot final plat entitled "CPS Southwest Elementary Plat 1". The 34.73 acre site consists of five parcels and is located northwest of the intersection of Route KK and Scott Boulevard, south of the Thornbrook Subdivision, and is generally addressed as 5801 S. Highway KK. (Case 14-56)

DISCUSSION

The applicant is requesting approval of a 1-lot final plat which will become the site of the future Southwest Elementary School to be built by Columbia Public Schools (CPS). The proposed plat consolidates 4 survey tracts into one "legal lot" which will enable CPS to obtain building permits to construct the future school.

The proposed plat includes upgrades to the rights-of-way along both Scott Boulevard and Route KK which meet the requirements of the City's Major Roadway Plan and the CATSO 2040 Transportation Plan. CPS also is proposing to enter into a development agreement with the City to ensure that specific roadway, pedestrian, and utility issues associated with the construction of the new school are addressed.

The development agreement includes provisions obligating CPS to 100% of the costs associated with the installation of the following improvements:

1. Construction of City Water Main (12") along full frontage of Scott Blvd from end of existing termination at Thornbrook Terrace.
2. Construction of Cul-de-Sac at the current terminus of Thornbrook Parkway onto Developer Tract.
3. Construction of Pedway (8') along the full frontage of Scott Blvd and the full frontage of Mo. Rt KK.
4. Construction of at-grade Pedestrian Crossing across Scott Blvd at Abbingtion Terrace.
5. Construction of Flashing School Zone Indicators on Scott Blvd; one (1) immediately north of the Scott Blvd/Mo Rt KK intersection; and one (1) near the north edge of the tract.

The development agreement further includes provisions obligating CPS to 50% of the costs associated with the installation of the following improvements:

1. Construction of intersection improvement at the intersection of Scott Blvd and Mo. Rt KK consisting of a round-a-bout, associated approach roadway transitions, sidewalks, signing, lighting, and utility relocations.
2. Construction of an added turning lane from the proposed bus driveway onto Scott Blvd to a point south of Abbingtion Terrace, to also provide for a refuge island for pedestrian crossing south of Abbingtion Terrace.

As of this writing additional review and cost allocation was being discussed relating to the construction of the pedways along both Scott Boulevard and Route KK. A final version of the development will need to be approved by the City's Legal Department and CPS legal counsel prior to final plat approval.

The inclusion of the proposed development agreement as part of this platting action is believed valuable since it address the minimum off-site improvements needed to ensure that the future school will not overburden the areas infrastructure systems. The traffic study submitted with this platting action also supports the proposed transportation and pedestrian improvements included in the development agreement. These improvements are supported by the City Traffic Engineers and Public Works Department.

The plat shows the termination of Thornbrook Parkway in cul-de-sac at the northern property line. This termination is made possible based on the fact that Thornbrook Terrance has been shown as the east-west collector serving the southern portion of the Thornbrook subdivision on both the CASTO 2040 Transportation Plan and the City's Major Roadway Plan. Terminating Thronbrook Parkway as proposed is believed, from a planning perspective, reducing the opportunity to enhance the overall transportation network in this area and provide additional access options to the future school from the north and west.

Aside from the potential reduction of the accessibility to the school site from the north and west, via the extension of Thornbrook Parkway, the proposed plat is compliant with the Subdivision Regulations. While such extension is not proposed to be accommodated on this plat, a future extension of the roadway is not made impossible if the plat is approved.

Both internal and external departments/agencies have reviewed the plat and recommend approval of it. Council's adoption of the proposed development agreement will mitigate the infrastructure impacts that the future construction of the new school will create.

STAFF RECOMMENDATION

Approval of the proposed one-lot subdivision.

SITE CHARACTERISTICS

Area (acres)	34.73
Address	5801 S. Route KK
Topography	Sloping to the southwest
Vegetation	Generally cleared with treed areas toward western property line along creek draws
Watershed	Mill Creek

SITE HISTORY

Annexation date	1998, 2001, and 2014
Land Use Plan designation	Neighborhood District
Existing use(s)	Undeveloped, except for improvements intersection of Scott Blvd and Route KK
Existing zoning	R-1 (One-family dwelling)

UTILITIES & SERVICES

Sanitary Sewer	City of Columbia
Water	
Fire Protection	
Electric	Boone Electric

ACCESS

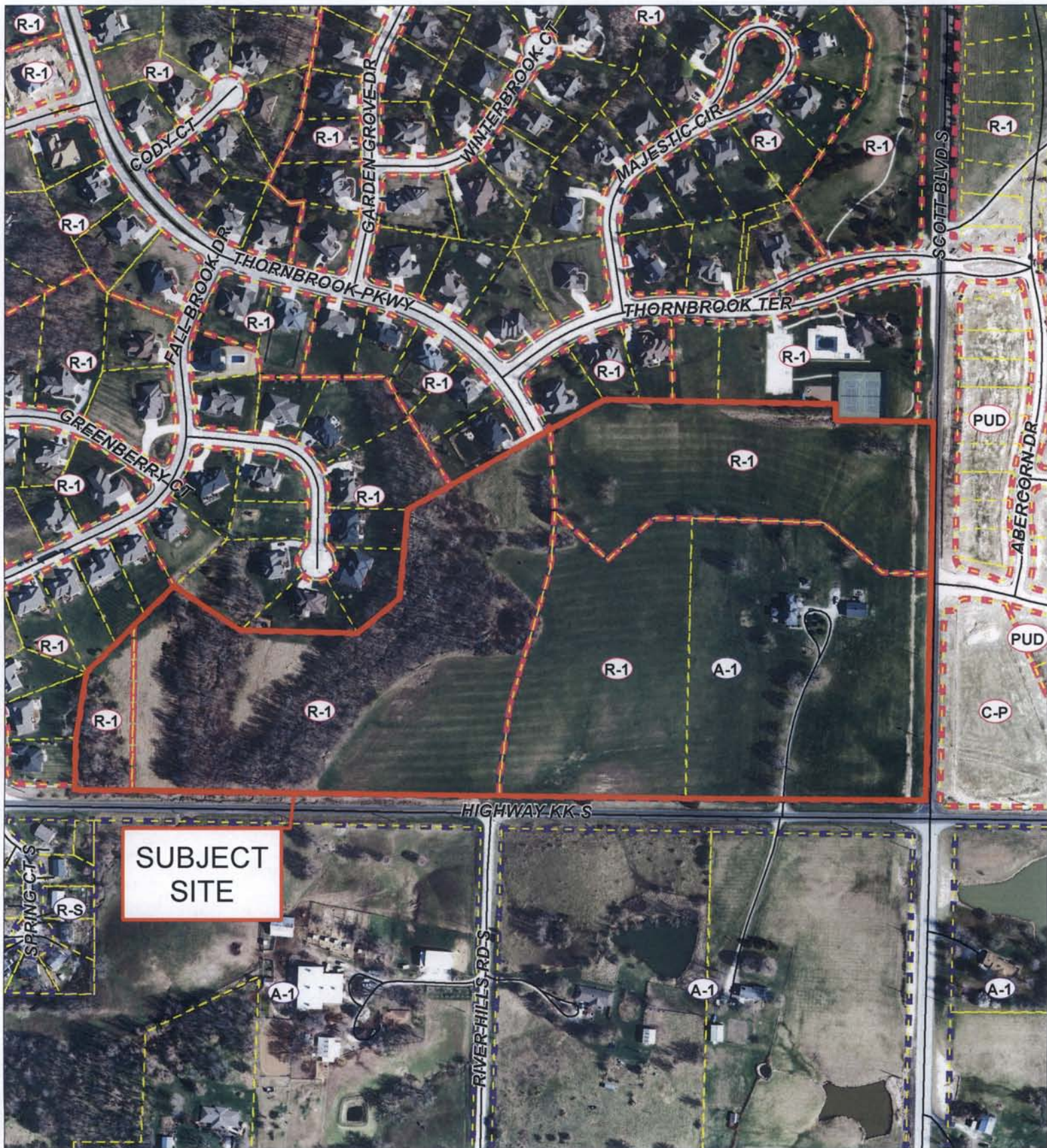
Scott Boulevard	
Location	East side of site
Major Roadway Plan classification	City-maintained minor arterial. 50-foot half-width being provided. Pedway construction required – being addressed in proposed Development Agreement.
CIP projects	Scott Boulevard Phase 3 (Vawter School to Rt. KK) – Construction 2016 (\$11,179,991)

State Route KK	
Location	South side of site
Major Roadway Plan classification	State-maintained major collector. Additional 20-foot half-width right-of-way provided. Pedway construction required – being addressed in proposed Development Agreement.
CIP projects	None.

PARKS & RECREATION

Neighborhood Parks Plan	Closest existing City park is MKT-Scott Boulevard north of site.
Trails Plan	None proposed adjacent to site
Bicycle/Pedestrian Network Plan	Urban trail/pedway – designated bike lane on west side of Scott Boulevard and north side of Route KK.

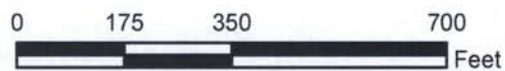
Report prepared/approved by Patrick R. Zenner



14-56: CPS Southwest Elementary Plat 1 Final Major



Hillshade Data: Boone County GIS Office
 Parcel Data Source: Boone County Assessor
 Imagery: Boone County Assessor's Office, Sanborn Map Company
 Created by The City of Columbia - Community Development Department





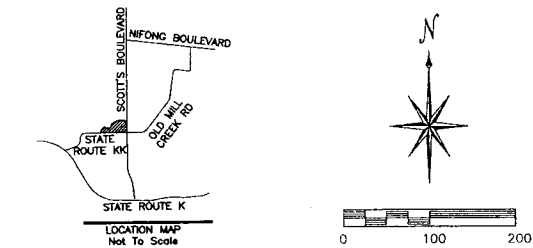
14-56: CPS Southwest Elementary Plat 1 Final Major



Hillshade Data: Boone County GIS Office
 Parcel Data Source: Boone County Assessor
 Imagery: Boone County Assessor's Office, Sanborn Map Company
 Created by The City of Columbia - Community Development Department

0 175 350 700
 Feet

Filed for Record, Boone County, Missouri
Bettie Johnson, Recorder of Deeds



LEGEND

- S SET
- F FOUND
- DH DRILL HOLE
- PM PERMANENT MONUMENT
- 1/2" IRON ROD OR PIPE
- 5/8" OR LARGER IRON
- DRILL HOLE OR CHISEL
- RIGHT OF WAY MARKER
- STONE MONUMENT
- CORNER POST
- FENCE LINE
- OVERHEAD ELECTRIC
- GAS LINE
- SEWER LINE
- UTILITY POLE
- FIBER OPTIC
- BUILDING SETBACK LINE
- EASEMENT LINE

THHinc
Consulting Engineers
TRABUE, HANSEN &
HINSHAW, INC.
1901 Pennsylvania Dr.
Columbia, MO 65202
Phone (573) 814-1588
Fax (573) 814-1128

APPROVED BY THE PLANNING & ZONING COMMISSION,
COLUMBIA, MO THIS ____ DAY OF _____, 2014

DR. RAMAN PURI, CHAIRMAN

APPROVED BY THE COLUMBIA CITY COUNCIL THIS
____ DAY OF _____, 2014

ROBERT MCDAVID, MAYOR

SHEELA AMIN, CITY CLERK

SUBSCRIBED AND SWORN BEFORE ME ON THIS 3RD DAY OF JUNE, 2014 MY
COMMISSION EXPIRES MAY 31, 2017.

DEREK FORBIS
Notary Public - Notary Seal
Comm. Number 13803612
STATE OF MISSOURI
Boone County
My Commission Expires May 31, 2017

DEREK FORBIS
NOTARY PUBLIC

THIS IS TO CERTIFY THAT AT THE REQUEST OF COLUMBIA PUBLIC SCHOOLS, A SURVEY
OF THE LAND OR PORTION OF THE LAND DESCRIBED BY DEEDS IN BOOK 495 PAGE
587, BOOK 1145 PAGE 644, BOOK 2144 PAGE 118 WAS EXECUTED UNDER MY
PERSONAL SUPERVISION AND I HEREBY DECLARE THAT TO THE BEST OF MY KNOWLEDGE
AND BELIEF, THIS SURVEY WAS EXECUTED IN ACCORDANCE WITH THE CURRENT MINIMUM
STANDARDS FOR PROPERTY BOUNDARY SURVEYS. THE RESULTS ARE REPRESENTED ON
THIS PLAT OF SURVEY.

STEVEN R. PROCTOR, P.L.S.
STEVEN R. PROCTOR, P.L.S. 2000148668
Date: JUNE 3, 2014

NOTES

THE BASIS OF BEARINGS IS THE SECTION LINE AS SHOWN BY
THORNBROOK PLAT NO. 1 RECORDED IN PLAT BOOK 32,
PAGE 56 OF THE BOONE COUNTY RECORDS.

THIS SURVEY WAS EXECUTED TO COMPLY WITH THE ACCURACY
STANDARDS FOR AN URBAN CLASS PROPERTY JUNE, 2014

ALL EXISTING STRUCTURES LOCATED ON THIS SURVEY ARE TO
GOING TO BE REMOVED.

THIS TRACT IS ZONED R-1.

PLAT APPROVAL SUBJECT TO DEVELOPMENT AGREEMENT BETWEEN
CITY OF COLUMBIA AND COLUMBIA PUBLIC SCHOOLS RELATING TO
PUBLIC INFRASTRUCTURE (I.E. WATER AND STREET IMPROVEMENTS)

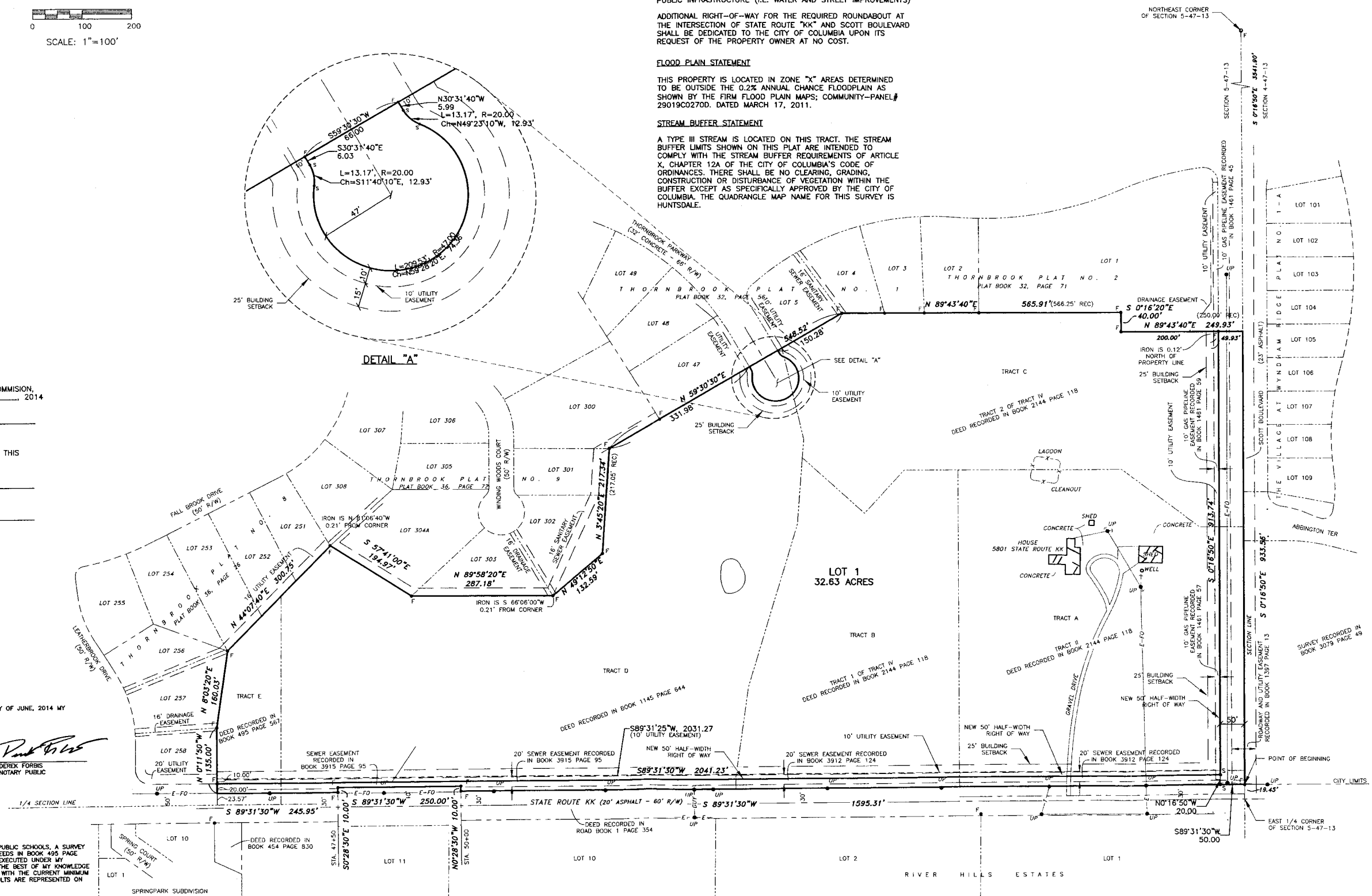
ADDITIONAL RIGHT-OF-WAY FOR THE REQUIRED ROUNDABOUT AT
THE INTERSECTION OF STATE ROUTE "KK" AND SCOTT BOULEVARD
SHALL BE DEDICATED TO THE CITY OF COLUMBIA UPON ITS
REQUEST OF THE PROPERTY OWNER AT NO COST.

FLOOD PLAIN STATEMENT

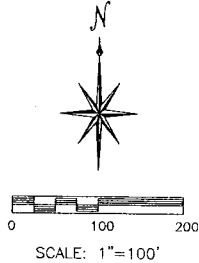
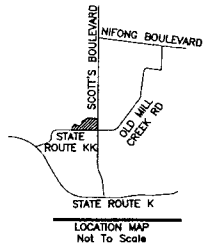
THIS PROPERTY IS LOCATED IN ZONE "X" AREAS DETERMINED
TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN AS
SHOWN BY THE FIRM FLOOD PLAIN MAPS; COMMUNITY-PANEL#
29019C0270D. DATED MARCH 17, 2011.

STREAM BUFFER STATEMENT

A TYPE III STREAM IS LOCATED ON THIS TRACT. THE STREAM
BUFFER LIMITS SHOWN ON THIS PLAT ARE INTENDED TO
COMPLY WITH THE STREAM BUFFER REQUIREMENTS OF ARTICLE
X, CHAPTER 12A OF THE CITY OF COLUMBIA'S CODE OF
ORDINANCES. THERE SHALL BE NO CLEARING, GRADING,
CONSTRUCTION OR DISTURBANCE OF VEGETATION WITHIN THE
BUFFER EXCEPT AS SPECIFICALLY APPROVED BY THE CITY OF
COLUMBIA. THE QUADRANGLE MAP NAME FOR THIS SURVEY IS
HUNTSDALE.



A MINOR PLAT FOR
CPS SOUTHWEST ELEMENTARY PLAT 1
A PORTION OF LAND LOCATED IN THE NORTHEAST QUARTER OF SECTION 5,
TOWNSHIP 47 NORTH, RANGE 13 WEST
BOONE COUNTY, MISSOURI
(LYING WEST OF SCOTT BOULEVARD AND NORTH OF STATE ROUTE "KK")
SUBMITTED MARCH 28, 2014



A MINOR PLAT FOR
CPS SOUTHWEST ELEMENTARY PLAT 1
A PORTION OF LAND LOCATED IN THE NORTHEAST QUARTER OF SECTION 5,
TOWNSHIP 47 NORTH, RANGE 13 WEST,
BOONE COUNTY, MISSOURI
(LYING WEST OF SCOTT BOULEVARD AND NORTH OF STATE ROUTE "KK")
SUBMITTED MARCH 28, 2014

NOTES

THE BASIS OF BEARINGS IS THE SECTION LINE AS SHOWN BY THORNBROOK PLAT NO. 1 RECORDED IN PLAT BOOK 32, PAGE 56 OF THE BOONE COUNTY RECORDS.

THIS SURVEY WAS EXECUTED TO COMPLY WITH THE ACCURACY STANDARDS FOR AN URBAN CLASS PROPERTY JUNE, 2014

ALL EXISTING STRUCTURES LOCATED ON THIS SURVEY ARE TO GOING TO BE REMOVED.

THIS TRACT IS ZONED R-1.

PLAT APPROVAL SUBJECT TO DEVELOPMENT AGREEMENT BETWEEN CITY OF COLUMBIA AND COLUMBIA PUBLIC SCHOOLS RELATING TO PUBLIC INFRASTRUCTURE (I.E. WATER AND STREET IMPROVEMENTS)

ADDITIONAL RIGHT-OF-WAY FOR THE REQUIRED ROUNDABOUT AT THE INTERSECTION OF STATE ROUTE "KK" AND SCOTT BOULEVARD SHALL BE DEDICATED TO THE CITY OF COLUMBIA UPON ITS REQUEST OF THE PROPERTY OWNER AT NO COST.

FLOOD PLAIN STATEMENT

THIS PROPERTY IS LOCATED IN ZONE "X" AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN AS SHOWN BY THE FIRM FLOOD PLAIN MAPS; COMMUNITY-PANEL# 29019C0270D, DATED MARCH 17, 2011.

STREAM BUFFER STATEMENT

A TYPE III STREAM IS LOCATED ON THIS TRACT. THE STREAM BUFFER LIMITS SHOWN ON THIS PLAT ARE INTENDED TO COMPLY WITH THE STREAM BUFFER REQUIREMENTS OF ARTICLE X, CHAPTER 12A OF THE CITY OF COLUMBIA'S CODE OF ORDINANCES. THERE SHALL BE NO CLEARING, GRADING, CONSTRUCTION OR DISTURBANCE OF VEGETATION WITHIN THE BUFFER EXCEPT AS SPECIFICALLY APPROVED BY THE CITY OF COLUMBIA. THE QUADRANGLE MAP NAME FOR THIS SURVEY IS HUNTSDALE.

DESCRIPTION

A PORTION OR ALL OF TRACTS DESCRIBED BY A QUIT-CLAIM DEED RECORDED IN BOOK 495 PAGE 567, THE TRACT DESCRIBED BY A WARRANTY DEED RECORDED IN BOOK 1145 PAGE 644, AND TRACT II, TRACT 1, TRACT IV, AND TRACT 2 OF TRACT IV OF A BENEFICIARY WARRANTY DEED RECORDED IN BOOK 2144 PAGE 118, LOCATED IN THE NORTHEAST QUARTER OF SECTION 5, TOWNSHIP 47 NORTH, RANGE 13 WEST, BOONE COUNTY, MISSOURI, LYING WEST OF SCOTT BOULEVARD AND NORTH OF STATE ROUTE "KK", BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF THE TRACT DESCRIBED BY A SURVEY RECORDED IN BOOK 3079 PAGE 49, SHOWN TO BE AT THE INTERSECTION OF THE NORTH RIGHT OF WAY LINE OF STATE ROUTE "KK" AND THE EAST LINE OF SECTION 5-47-13 (SAID POINT BEING N00°16'50"W 19.45 FEET FROM THE EAST QUARTER CORNER OF SAID SECTION 5;

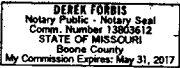
THENCE ALONG SAID NORTHERLY RIGHT OF WAY LINE OF STATE ROUTE "KK" S89°31'30"W, A DISTANCE OF 1595.31 FEET TO A 1/2" IRON ROD FOUND;
THENCE N00°28'30"W, A DISTANCE OF 10.00 FEET TO AN IRON ROD FOUND;
THENCE S89°31'30"W, A DISTANCE OF 250.00 FEET TO AN IRON ROD FOUND;
THENCE S00°28'30"E, A DISTANCE OF 10.00 FEET TO AN IRON ROD FOUND;
THENCE S89°31'30"W, A DISTANCE OF 245.95 FEET TO THE SOUTHEAST CORNER OF THORNBROOK PLAT NO. 8 RECORDED IN PLAT BOOK 36 PAGE 26;
THENCE ALONG THE LINES OF SAID PLAT N00°11'50"W, A DISTANCE OF 135.00 FEET TO AN IRON ROD FOUND;
THENCE N08°03'20"E, A DISTANCE OF 180.03 FEET TO AN IRON ROD FOUND;
THENCE N44°07'40"E, A DISTANCE OF 300.75 FEET TO AN IRON ROD FOUND AT THE WESTERNMOST CORNER OF LOT 304 THORNBROOK PLAT NO. 9 RECORDED IN PLAT BOOK 36, PAGE 72;
THENCE ALONG THE LINES OF SAID PLAT S57°41'00"E, A DISTANCE OF 194.97 FEET TO AN IRON ROD FOUND;
THENCE N89°58'20"E, A DISTANCE OF 287.18 FEET (IRON ROD IS S66°06'00"W, 0.21' FROM CORNER);
THENCE N49°12'50"E, A DISTANCE OF 132.59 FEET TO AN IRON ROD FOUND;
THENCE N03°45'20"E, A DISTANCE OF 217.34 FEET TO AN IRON ROD FOUND;
THENCE CONTINUE ALONG THE LINES OF THORNBROOK PLAT NO. 9, THORNBROOK PLAT NO. 1, AND THORNBROOK PLAT NO. 2 N59°30'30"E, A DISTANCE OF 548.52 FEET TO AN IRON ROD FOUND;
THENCE N89°43'40"E, A DISTANCE OF 565.91 FEET TO AN IRON ROD FOUND;
THENCE S00°16'20"E, A DISTANCE OF 40.00 FEET TO AN IRON ROD FOUND;
THENCE N89°43'40"E, A DISTANCE OF 249.93 FEET TO AN IRON ROD FOUND AT THE INTERSECTION WITH THE EAST LINE OF SAID SECTION 5;
THENCE S00°16'50"E ALONG SAID SECTION LINE, A DISTANCE OF 933.56 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED TRACT OF LAND CONTAINS 34.74 ACRES AND IS THE SAME LAND OR PORTION OF THE LAND DESCRIBED BY DEEDS RECORDED IN BOOK 495 PAGE 567, BOOK 1145 PAGE 644, BOOK 2144 PAGE 118 OF THE BOONE COUNTY RECORDS. SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD OR NOT OF RECORD, IF ANY.

THIS IS TO CERTIFY THAT AT THE REQUEST OF COLUMBIA PUBLIC SCHOOLS, A SURVEY OF THE LAND OR PORTION OF THE LAND DESCRIBED BY DEEDS IN BOOK 495 PAGE 567, BOOK 1145 PAGE 644, BOOK 2144 PAGE 118 WAS EXECUTED UNDER MY PERSONAL SUPERVISION AND I HEREBY DECLARE THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF, THIS SURVEY WAS EXECUTED IN ACCORDANCE WITH THE CURRENT MINIMUM STANDARDS FOR PROPERTY BOUNDARY SURVEYS. THE RESULTS ARE REPRESENTED ON THIS PLAT OF SURVEY.

Steven R. Proctor
STEVEN R. PROCTOR, P.L.S. 2000148666
Date: JUNE 3, 2014

SUBSCRIBED AND SWORN BEFORE ME ON THIS 3RD DAY OF JUNE, 2014
MY COMMISSION EXPIRES MAY 31, 2017.



Derek Forbis
DEREK FORBIS
NOTARY PUBLIC

KNOW ALL MEN BY THESE PRESENTS

ON THIS _____ DAY OF _____, 2014, BEFORE ME THE UNDERSIGNED NOTARY PUBLIC, PERSONALLY APPEARED _____ TO ME PERSONALLY KNOWN WHO BEING DULY SWORN DID SAY THAT HE/SHE IS

OF "COLUMBIA PUBLIC SCHOOLS", AND THAT SAID INSTRUMENT WAS SIGNED AND SEALED ON BEHALF OF SAID LIMITED LIABILITY COMPANY BY AUTHORITY OF ITS BOARD OF DIRECTORS AND DOES HEREBY ACKNOWLEDGE SAID INSTRUMENT TO BE THE FREE ACT AND DEED OF SAID LIMITED LIABILITY COMPANY.

EASEMENTS OF THE TYPES AND AT LOCATIONS AS SHOWN ON THE PLAT ARE HEREBY DEDICATED TO THE CITY OF COLUMBIA FOR PUBLIC USE, FOREVER.

THE STREET RIGHTS OF WAY ARE HEREBY DEDICATED TO THE CITY OF COLUMBIA FOR PUBLIC USE, FOREVER

_____(SIGNED)
MEMBER

_____(PRINTED)

SUBSCRIBED AND SWORN BEFORE ME ON THIS _____ DAY OF _____, 2014 MY COMMISSION EXPIRES _____, 20____.

NOTARY PUBLIC

APPROVED BY THE PLANNING & ZONING COMMISSION,
COLUMBIA, MO THIS _____ DAY OF _____, 2014

DR. RAMAN PURI, CHAIRMAN

APPROVED BY THE COLUMBIA CITY COUNCIL THIS
_____ DAY OF _____, 2014

ROBERT MCDAVID, MAYOR

SHEELA AMIN, CITY CLERK

THHinc
Consulting Engineers
TRABUE, HANSEN &
HINSHAW, INC.
1901 Pennsylvania Dr.
Columbia, MO 65202
Phone (573) 814-1568
Fax (573) 814-1128

**EXCERPTS
PLANNING AND ZONING COMMISSION MEETING
MAY 8, 2014**

IV) SUBDIVISIONS

Case No. 14-56

A request by Robert and Jane Sapp, Marvin and Kathleen Sapp, Triple SSS Development (owners) for approval of a one-lot final plat entitled "CPS Southwest Elementary Plat 1". The 34.73 acre site consists of five parcels and is located northwest of the intersection of Highway KK and Scott Boulevard, south of the Thornbrook Subdivision, and is generally addressed as 5801 S. Highway KK.

DR. PURI: May we have a staff report, please.

Staff report was given by Mr. Pat Zenner of the Planning and Development Department. Staff recommends approval of the one-lot subdivision.

DR. PURI: Commissioners, any questions of the staff? Seeing none, this is a subdivision item, so if there's no questions, should we vote on it then or -- Mr. Wheeler?

MR. WHEELER: Can we -- I would like to discuss just a couple of things here.

DR. PURI: Sure.

MR. WHEELER: The first thing is that, since I'm a short-termmer, I'm going to throw this in here. I'm really hoping that with the administration at CPS that there is a greater level of cooperation between the Planning Department and CPS. It would have been nice -- I'm not sure I would have objected to this site, but certainly I think the -- the Planning Commission's input on the selection of school sites would have helped certainly with the high school problem. The other thing is that it would be nice if we were consulted -- or at least the Planning Department was consulted when they do the layout or the plans which we'll never see. And the vast majority of the kids that will attend this school would be coming out of Thornbrook and yet there's no provision like a circle instead of that cul-de-sac for those parents to come in and pick up their kids. With that, I mean, it is kind of a cut-and-dry deal, and so I would make a motion that we recommend approval.

DR. PURI: Mr. Wheeler is making a motion to recommend approval.

MR. LEE: Second.

DR. PURI: Mr. Lee seconds. May we have a roll call, please.

MR. STRODTMAN: Yes, sir. Item 14-56, recommendation for approval to City Council.

Roll Call Vote (Voting "yes" is to recommend approval.) Voting Yes: Mr. Tillotson, Mr. Wheeler, Ms. Burns, Mr. Lee, Dr. Puri, Mr. Stanton, Mr. Strodtman. Motion carries 7-0.

MR. STRODTMAN: Unanimous motion to move it to City Council.