

Introduced by _____

First Reading _____

Second Reading _____

Ordinance No. _____

Council Bill No. B 30-12

AN ORDINANCE

authorizing an annexation agreement with Saint Charles Road Development LLC; directing the City Clerk to have the 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 Manager is hereby authorized to execute an annexation agreement with Saint Charles Road Development LLC. The form and content of the agreement shall be substantially as set forth in "Attachment A" attached hereto and made a part hereof as fully as if set forth herein verbatim.

SECTION 2. The City Clerk is authorized and directed to have the annexation agreement recorded in the office of the Boone County Recorder of Deeds.

SECTION 3. This ordinance shall be in full force and effect from and after its passage.

PASSED this _____ day of _____, 2012.

ATTEST:

City Clerk

Mayor and Presiding Officer

APPROVED AS TO FORM:

City Counselor

ANNEXATION AGREEMENT

This agreement entered into this _____ day of _____, 2012, between the City of Columbia, Missouri, a municipal corporation (hereinafter "City") and Saint Charles Road Development LLC. (hereinafter "Owner").

The parties agree as follows:

1. Owner represents that it is the sole owner of the following real estate located in Boone County, Missouri:

TWO TRACTS OF LAND LOCATED IN THE WEST HALF OF SECTION 1 AND THE EAST HALF OF SECTION 2, ALL IN TOWNSHIP 48 NORTH, RANGE 12 WEST IN BOONE COUNTY, MISSOURI, BEING PART OF THE TRACT DESCRIBED BY THE SURVEY RECORDED IN BOOK 2415, PAGE 86 AND DESCRIBED BY WARRANTY DEED RECORDED IN BOOK 2884, PAGE 44, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PRIMARY TRACT

BEGINNING AT THE NORTH QUARTER CORNER OF SECTION 1-48-12; THENCE WITH THE NORTH SOUTH QUARTER SECTION LINE, S00°05'20"E, 1254.62 FEET TO THE NORTHEAST CORNER OF THE SURVEY RECORDED IN BOOK 3263, PAGE 7; THENCE LEAVING SAID QUARTER SECTION LINE AND FOLLOWING SAID SURVEY, N89°32'20"W, 1884.98 FEET; THENCE S00°04'10"E, 1748.28 FEET TO A POINT ON THE SOUTH LINE OF THE SURVEY RECORDED IN BOOK 2415, PAGE 86 SAID POINT ALSO BEING ON THE CENTERLINE OF ST. CHARLES ROAD; THENCE FOLLOWING SAID CENTERLINE, S79°50'50"W, 796.18 FEET; THENCE S79°29'50"W, 655.11 FEET; THENCE LEAVING SAID CENTERLINE AND CONTINUING ALONG THE SURVEY RECORDED IN BOOK 2415, PAGE 86, N01°03'45"E, 649.91 FEET; THENCE N0°13'05"E, 2625.84 FEET TO A POINT ON THE NORTH LINE OF SECTION 2-48-12; THENCE ALONG SAID SECTION LINE, S89°21'20"E, 588.49 FEET TO THE NORTHWEST CORNER OF SECTION 1-48-12; THENCE ALONG SAID SECTION LINE, S89°32'35"E, 2698.33 FEET TO THE POINT OF BEGINNING AND CONTAINING 155.88 ACRES.

WEST 48-ACRE TRACT

BEGINNING AT A STONE AT THE CENTER OF SECTION 2, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF THE TRACT DESCRIBED BY WARRANTY DEED RECORDED IN BOOK 3837, PAGE 91; THENCE ALONG THE WEST LINE OF SAID TRACT AND THE NORTH-SOUTH QUARTER SECTION LINE, N00°27'20"E, 1122.05 FEET; THENCE N89°59'00"E, 1291.48 FEET TO AN EXISTING FENCE CORNER; THENCE S01°42'50"E, 288.29 FEET; THENCE N89°59'00"E, 712.43 FEET TO THE EAST LINE OF THE TRACT DESCRIBED BY SAID WARRANTY DEED; THENCE ALONG THE EAST LINE OF SAID TRACT, S00°13'05"W, 869.18 FEET TO AN IRON PIPE AT THE SOUTHEAST CORNER OF SAID TRACT, SAID POINT ALSO BEING ON THE EAST-WEST QUARTER-SECTION LINE OF SECTION 2; THENCE ALONG THE SOUTH LINE OF SAID TRACT AND SAID QUARTER SECTION LINE, N89°00'55"W, 2018.46 FEET TO THE POINT OF BEGINNING AND CONTAINING 48.00 ACRES.

TOTAL OF BOTH TRACTS CONTAINS 203.88 ACRES.

(hereinafter "Owner's property").

2. City shall allow Owner to connect sanitary sewer lines serving Owner's property to the City's sanitary sewer system. Owner shall make this connection at its expense. Owner shall obtain all necessary permits for the sewer connection and pay all fees required to connect to the City's sewer system. Owner shall become a City sewer customer and shall pay all applicable sewer fees and charges.

3. All sewer lines and appurtenances serving Owner's property shall be located within standard sewer easements dedicated to the public use and constructed in compliance with City regulations and standards. Construction of the sewer lines and appurtenances shall be inspected by the City as though the property were within the City limits and shall be subject to City approval. The sewer lines and appurtenances shall be deeded to the City after they have been constructed and pass City inspection.

4. Sewer lines serving property other than Owner's property shall not be connected to the sewer lines serving Owner's property without the City's consent.

5. Owner agrees to obtain all required approvals from the appropriate Boone County authorities for rezoning, preliminary and final subdivision plats, and all applicable development and construction permits necessary to construct a mixed-use (commercial and residential) development (Boone County Districts R-S, R-SP, R-DP, and R-MP or the equivalent in density - i.e., dwelling units per

acre - of an R-S, R-SP, R-DP, or R-MP District residential development, and Boone County District C-GP commercial development) as generally depicted in Exhibit A, attached. The parties agree that this agreement shall become null-and-void in the event the Boone County authorities do not grant the requested zoning or plat and construction plan approvals.

6. Except as modified herein, development and construction on Owner's property shall conform to all Boone County ordinances and standards for the duration the property remains outside the city limits. Once annexed into the City, development and construction on the Owner's property shall conform to all City of Columbia standards, provided that the phase of development in process at the time of annexation may be completed under Boone County requirements and inspections. Public sidewalks shall be required on all streets including the subject property's frontage on St. Charles Road and Battle Avenue as required by Section 25-48.1 of the City Subdivision Regulations (Chapter 25, City Code). All sanitary sewers, storm sewers, streets and sidewalks shall be forever dedicated to the public use. Owner shall construct and maintain appropriate landscaping (Section 29-25), lighting (Section 29-30.1), and designate appropriate tree preservation areas (12A-48A), as required by the City Code as though the property were within the City limits.

7. The parties agree that public streets may be constructed to Boone County standards provided the selected standard includes a "barrier" curb rather than "roll-back" curb or absence of curb-and-gutter. Owner agrees to construct public streets in conformance with either one of two standard typical cross sections as depicted in Exhibit B, "Boone County Local Road with Curb and Gutter Typical Cross Sections" 110.02 in Appendix B-1.

8. Preliminary and final plats of the subdivision of Owner's property must be prepared in accordance with applicable Boone County ordinances. There shall be no requirement that the City Council approve the plats prior to any action taken on the plats by the Boone County Commission.

9. If any conflict exists between a County regulation and a City regulation while the property is located outside the city limits, the Owner, to the extent required by law, shall follow the County regulation. Furthermore, where the City imposes regulations that are not imposed by the County (e.g. landscaping, lighting, and tree preservation), Owner acknowledges that no conflict is created.

10. All future development on this site shall be subject to this agreement, and any previous agreement shall be considered null-and-void.

11. To the extent allowed by law, City may annex Owner's property into the City, without further action of the Owner, after Owner's property becomes contiguous to the corporate limits of the City.

12. Owner irrevocably appoints the City Manager of Columbia, Missouri, as its attorney-in-fact for the sole purpose of presenting a verified petition requesting annexation of Owner's property to the City Council of Columbia, Missouri. The City Manager may exercise this power of attorney at any time after Owner's property becomes contiguous to the corporate limits of the City.

13. If requested by the City Manager Owner shall, within such time as specified by the City Manager, submit a verified petition requesting annexation of Owner's property to the Director of Community Development for presentation to the City Council of Columbia, Missouri. The City Manager may request Owner to present an annexation petition at any time after Owner's property becomes contiguous to the corporate limits of the City. The provisions of this paragraph shall be enforceable by specific performance.

14. The petition for annexation may request that Owner's property be placed in zoning districts comparable to the County zoning districts in which the property is located at the time the petition for annexation is filed. If the proposed ordinance annexing Owner's property does not place Owner's property in such zoning districts as requested, Owner may withdraw the petition for annexation. Such withdrawal shall not affect the parties' obligations under this agreement, including City's obligation to provide wastewater treatment service.

15. Owner agrees not to take any action to oppose any annexation initiated by the City which includes Owner's property. Owner agrees not to take any action to oppose any annexation initiated by the City or by any property owner which includes any property lying between Owner's property and the City limits.

16. Owner shall give a copy of this agreement to each person who buys all or a portion of Owner's property.

17. If Owner fails to comply with any of the provisions of this agreement, City may terminate sewer service to Owner's property and disconnect the sewer lines serving Owner's property from the City's sanitary sewer system. City shall give Owner six (6) months prior written notice of its intent to terminate sewer service.

18. This agreement is not intended to confer any rights or remedies on any person other than the parties.

19. The benefits and burdens of this agreement are intended to attach to and run with the land and shall be binding on and inure to the benefit of the parties and their respective legal representatives, successors, heirs and assigns.

All persons claiming under the parties shall conform to and observe the provisions of this agreement.

20. This agreement shall be recorded in the office of the Boone County Recorder of Deeds.

IN WITNESS WHEREOF, the parties have executed this agreement on the day and year first above written.

[SIGNATURES ON FOLLOWING PAGES]

CITY OF COLUMBIA, MISSOURI

By: _____
Mike Matthes, City Manager

ATTEST:

Sheela Amin, City Clerk

APPROVED AS TO FORM:

Fred Boeckmann, City Counselor

STATE OF MISSOURI)
) ss
COUNTY OF BOONE)

On this ____ day of _____, 2012, before me appeared Mike Matthes, to me personally known, who, being by me duly sworn, did say that he is the City Manager of the City of Columbia, Missouri, and that the seal affixed to the foregoing instrument is the corporate seal of the City and that this instrument was signed and sealed on behalf of the City by authority of its City Council and the City Manager acknowledged this instrument to be the free act and deed of the City.

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

Notary Public

My commission expires: _____.

OWNER

By:

Robert Wolverton
ROBERT WOLVERTON
Member, Saint Charles Road
Development, LLC.

STATE OF MISSOURI

)

) ss

COUNTY OF BOONE

)

On this 26th day of JANUARY, 2012, before me appeared ROBERT WOLVERTON, who being by me duly sworn, acknowledged that he is a member of Saint Charles Road Development, LLC, a limited liability company, and that the company authorized the member to sign this agreement as the free act and deed of the company.

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

Spencer Haskamp
Notary Public

My commission expires: JULY 11, 2015.

SPENCER HASKAMP
Notary Public - Notary Seal
State of Missouri
County of Boone
My Commission Expires July 11, 2015
Commission #11116674

OWNER

By: _____

THOMAS SCOTT ATKINS

Member, Saint Charles Road
Development, LLC.

STATE OF MISSOURI)

) ss

COUNTY OF BOONE)

On this 26th day of JANUARY, 2012, before me appeared THOMAS SCOTT ATKINS, who being by me duly sworn, acknowledged that he is a member of Saint Charles Road Development, LLC, a limited liability company, and that the company authorized the member to sign this agreement as the free act and deed of the company.

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


Notary Public

My commission expires: JULY 11, 2015.

SPENCER HASKAMP
Notary Public - Notary Seal
State of Missouri
County of Boone
My Commission Expires July 11, 2015
Commission #11116674

CONCEPTUAL SOMERSET VILLAGE ZONING PLAN

NOVEMBER 2, 2011



LEGEND

- | | | |
|---|---|---------------------------|
| FUTURE R-S ZONING (SINGLE FAMILY RESIDENTIAL)
1 UNIT/ 7,000 SF | FUTURE R-MP ZONING (PLANNED RESIDENTIAL)
1 UNIT/ 2,500 SF (ALSO ALLOWS DAY CARE) | FUTURE CITY PARK |
| FUTURE R-SP ZONING (PLANNED SINGLE FAMILY)
1 UNIT/ 7,000 SF | FUTURE C-GP ZONING (PLANNED COMMERCIAL)
GENERAL COMMERCIAL (GAS STATION, FAST FOOD, ETC) | FUTURE BATTLE HIGH SCHOOL |
| FUTURE R-DP ZONING (PLANNED RESIDENTIAL)
1 UNIT/ 5,000 SF | FUTURE ELEMENTARY SCHOOL | PROPOSED WATER FEATURE |

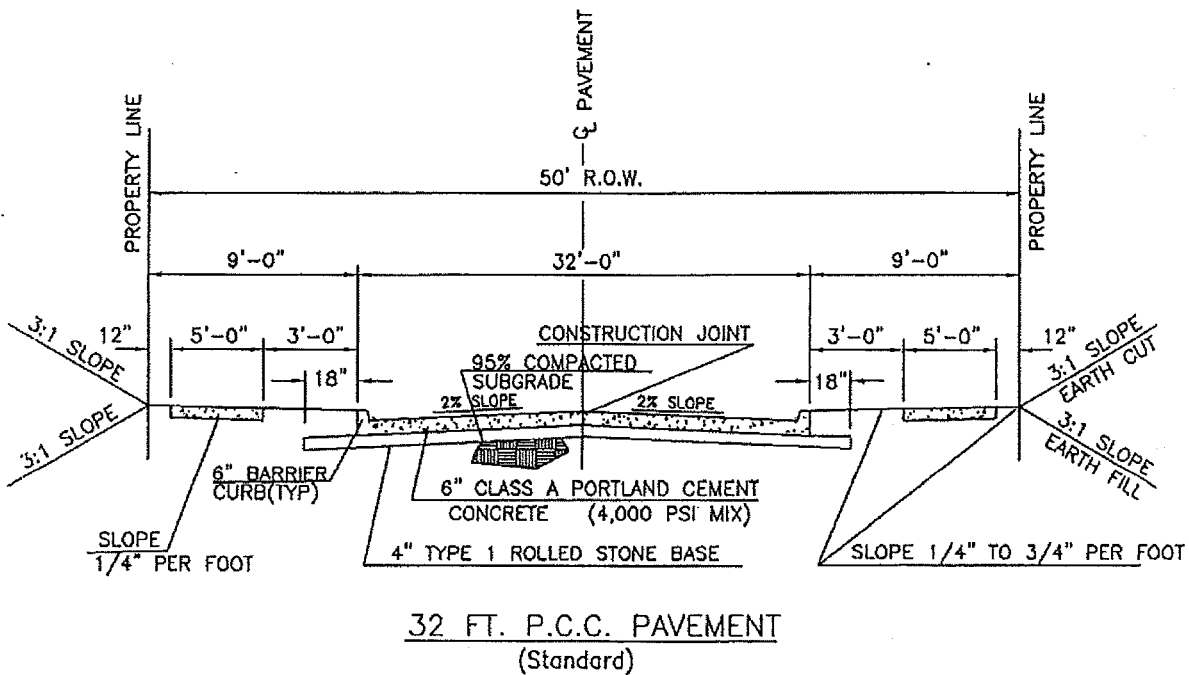
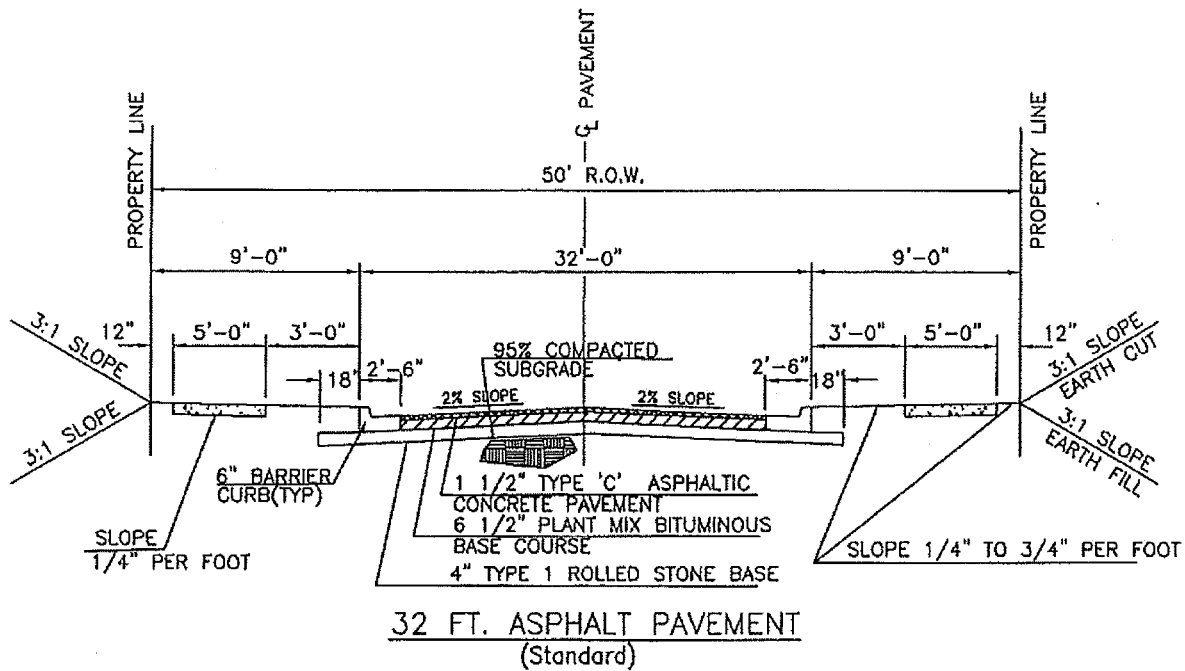
CONCEPTUAL PLAN
PREPARED BY




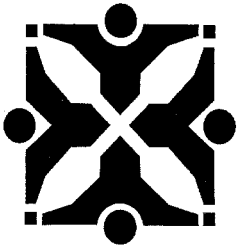
A CIVIL GROUP
CIVIL ENGINEERING, PLANNING, SURVEYING
3401 BROADWAY BUSINESS PARK CT, SUITE 108
COLUMBIA, MO 65203
PHONE: (673)817-6760, FAX: (673)817-1677

Exhibit A

APPENDIX B-1



<p>JPW-II</p> <p>Approved 1/29/09</p> <p>Date</p> <p>Revisions</p>	 <p>COUNTY OF BOONE</p> <p>MISSOURI</p> <p>PUBLIC WORKS</p>	<p>LOCAL ROAD WITH CURB AND GUTTER TYPICAL CROSS SECTIONS</p>	<p>110.02</p>
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Source: Planning *W*

Agenda Item No:

To: City Council

From: City Manager and Staff *MM*

Council Meeting Date: Feb 6, 2012

Re: Somerset Village Annexation Agreement (Case #11-145)

EXECUTIVE SUMMARY:

A request by Saint Charles Road Development, LLC (owner) seeking approval of an annexation agreement for the purposes of allowing connection to the city's sanitary sewer system in conjunction with the development of a mixed commercial/residential project outside the city limits. The subject property contains approximately 204 acres and is located north of St. Charles Road and west of Battle Avenue. (Case #11-145)

DISCUSSION:

The attached agreement is an effort to streamline the City's standard annexation agreement. In the past, development occurring outside the City limits requesting City sewer was subjected to two sets of regulatory processes - the City and Boone County. Former agreements typically stated that all applicable Boone County and City development regulations would apply and where regulations were different the most stringent would prevail. In practice this meant that Boone County plan reviewers and inspectors would enforce two sets of regulations. It also required developers to file preliminary and final plats with both the City and the County for City Council and County Commission approvals.

In June, 2011, the Council directed staff to draft an annexation agreement using a more streamlined approach. The principal change between the attached agreement and prior agreements is the removal of the requirement for Council approval of any development action following approval of the initial annexation agreement. The justification for departure from the standard agreement is the reality that the subject tract will likely remain in unincorporated Boone County for the zoning public hearing and initial plan approval phases; therefore, it makes sense that the development be handled as a Boone County project.

The attached agreement requires the owner-developer to obtain all applicable Boone County approvals for zoning entitlements, subdivision plats, and stormwater and stream buffer permits until the property is formally annexed into the city at which time City regulatory standards would be applied to any remaining undeveloped property. The agreement also requires the owner-developer to comply with all City landscaping, tree preservation, and lighting requirements. Finally the agreement requires installation of sidewalks per City subdivision requirements on the frontages of St. Charles Road and Battle Avenue as well as construction of all future public streets in accordance to the Boone County street standard that includes barrier curbs.

The Council has the authority to waive one or more City regulations in Section 2.A of Policy Resolution PR 115-97A, which details City policy for non-contiguous property receiving sanitary sewer service from the City. At the time the policy was approved, there may have been concerns regarding the adequacy of Boone County regulations to ensure development appropriate for future annexation. Staff believes that is not the case today, though it has recommended some City standards be imposed to maintain greater consistency with other City development.

In the event the owner is unsuccessful in receiving the requested or similar zoning entitlements, as shown on Exhibit A, from Boone County which would permit construction of the mixed-use commercial/residential development the attached agreement shall become null-and-void. This provision has been included within the proposed agreement to ensure that what is developed on the subject site has had opportunity to be evaluated by the City staff and Council prior to the issuance of County permits for development.

This agreement has been reviewed by applicable City and external agencies and is recommended to be approved. A copy of the annexation agreement and locator map are attached for your review.

FISCAL IMPACT:

Fiscal impacts are unknown at this time. The initial fiscal impact will be positive as the City collects rates for connection to City sewer. Ultimately the City will be responsible for provision of additional City services to the development, the costs of which will be offset by taxes and user fees.

VISION IMPACT:

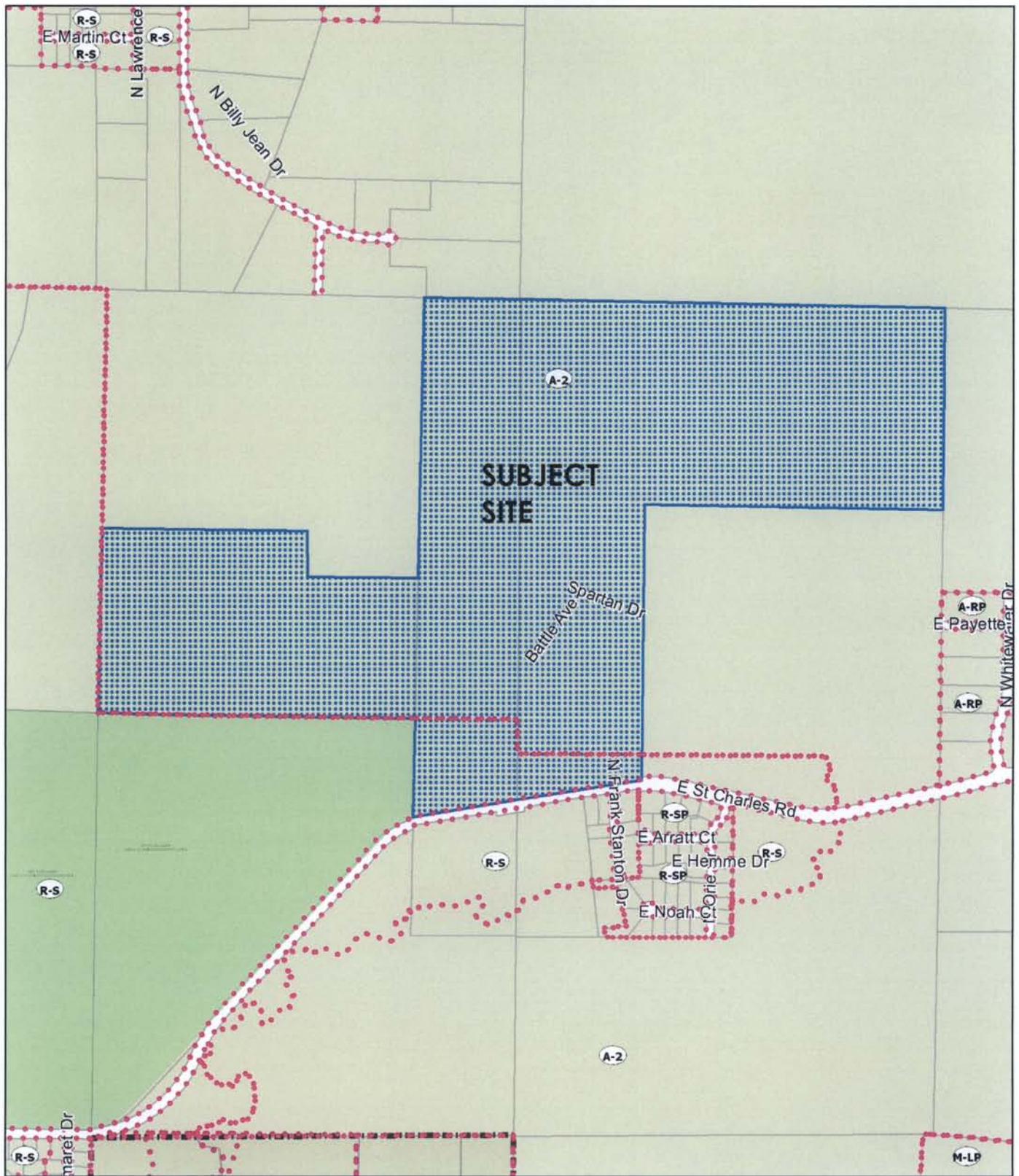
<http://www.gocolumbiamo.com/Council/Meetings/visionimpact.php>

Streamlining the annexation agreement process aligns with Strategy 10.1.9 from the Governance Citizen Topic Group: *Increase the collaboration and coordination between the City and County.*

SUGGESTED COUNCIL ACTIONS:

Approval of the requested annexation agreement.

FISCAL and VISION NOTES:					
City Fiscal Impact Enter all that apply		Program Impact		Mandates	
City's current net FY cost	\$0	New Program/Agency?	No	Federal or State mandated?	No
Amount of funds already appropriated	\$0	Duplicates/Epands an existing program?	No	Vision Implementation impact	
Amount of budget amendment needed	\$0	Fiscal Impact on any local political subdivision?	No	Enter all that apply: Refer to Web site	
Estimated 2 year net costs:		Resources Required		Vision Impact?	Yes
One Time	\$0	Requires add'l FTE Personnel?	No	Primary Vision, Strategy and/or Goal Item #	10.1.9
Operating/Ongoing	\$0	Requires add'l facilities?	No	Secondary Vision, Strategy and/or Goal Item #	N/A
		Requires add'l capital equipment?	No	Fiscal year implementation Task #	N/A



St. Charles Road Development, LLC Case 11-145 Annexation Agreement



0 250 500 1,000
Feet
1 inch represents 850 feet

