

Introduced by _____

First Reading _____ Second Reading _____

Ordinance No. _____ Council Bill No. B 58-05

AN ORDINANCE

approving the Final Plat of Brookside Square Plat 1, a major subdivision; accepting the dedication of rights-of-way and easements; authorizing a performance contract; 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 Final Plat of Brookside Square Plat 1, dated November 15, 2004, a major subdivision located at the western terminus of Smiley Lane, extended, containing approximately 27.17 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 performance contract with Rabbit Ears, LLC in connection with the approval of the Final Plat of Brookside Square Plat 1. The form and content of the contract shall be substantially as set forth in "Exhibit A" attached hereto and made a part hereof as fully as if set forth herein verbatim.

SECTION 4. This ordinance shall be in full force and effect from and after its passage.

PASSED this _____ day of _____, 2005.

ATTEST:

City Clerk

Mayor and Presiding Officer

APPROVED AS TO FORM:

City Counselor

PERFORMANCE CONTRACT

This contract is entered on this _____ day of _____, 20____ between the City of Columbia, MO (“City”) and RABBIT EARS, LLC (“Subdivider”).

City and Subdivider agree as follows:

1. Subdivider shall construct, erect and install all improvements and utilities required in connection with the final plat of BROOKSIDE SQUARE PLAT 1 including sidewalks and all improvements and utilities shown on the plat and related construction plans, within 36 months after the City Council approves the plat.

2. If street, utility or other construction of public improvements should occur on or adjacent to land in the subdivision at the initiative of the City Council, as benefit assessment projects, Subdivider agrees to bear Subdivider’s equitable and proportionate share of construction costs, as determined by such assessments.

3. No utility service connections or occupancy permits shall be issued to the Subdivider or to any other person for any structure on land in the subdivision unless and until all utilities and improvements have been constructed, erected and installed in the structure and upon the lot or lots on which the structure is situated in accordance with all applicable ordinances, rules and regulations of the City.

4. No occupancy permit shall be issued to Subdivider or any other person for any structure constructed on land in the subdivision unless the street and sidewalk adjacent to the structure have been completed in compliance with the City’s Standard Street Specifications.

5. City may construct, erect or install any improvement or utility not constructed, erected or installed by Subdivider as required by this contract. City may perform such work using City employees or City may contract for performance of the work. Subdivider shall reimburse City for all costs and expenses incurred by City in connection with construction, erection or installation of improvements in utilities under this paragraph. Subdivider agrees to pay City all expenses and costs, including reasonable attorneys’ fees, incurred by City in collecting amounts owed by Subdivider under this paragraph.

6. City shall not require a bond or other surety to secure the construction of the improvements and utilities required in connection with the final plat.

7. The obligations of Subdivider under this contract shall not be assigned without the express consent of the City Council.

8. The remedies set forth in this contract are not exclusive. City does not waive any other remedies available to enforce Subdivider’s obligations under this contract or to recover damages resulting from Subdivider’s failure to perform its obligations under this contract.

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

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

CITY OF COLUMBIA, MISSOURI

BY: _____
Raymond A. Beck, City Manager

ATTEST:

Sheela Amin, City Clerk

APPROVED AS TO FORM:

Fred Boeckmann, City Counselor

Subdivider

BY: Tom Beck

Source

William Watkins



Fiscal Impact

YES

NO

Other Info.

TO: City Council

FROM: City Manager and Staff 

DATE: February 14, 2005

RE: Case No. 90-SD-04: Brookside Square Plat 1 - a final plat of a major subdivision located at the western terminus of Smiley Lane, extended, primarily on the north side of Smiley Lane, containing approximately 27.17 acres

EXECUTIVE SUMMARY

The proposed final plat would create 62 R-1 zoned lots, The plat meets all Subdivision Regulation requirements and is in conformance with the approved preliminary plat. Planning & Zoning Commission review of the plat is not required.

A locator map and reduced copy of the plat are attached.

SUGGESTED COUNCIL ACTION

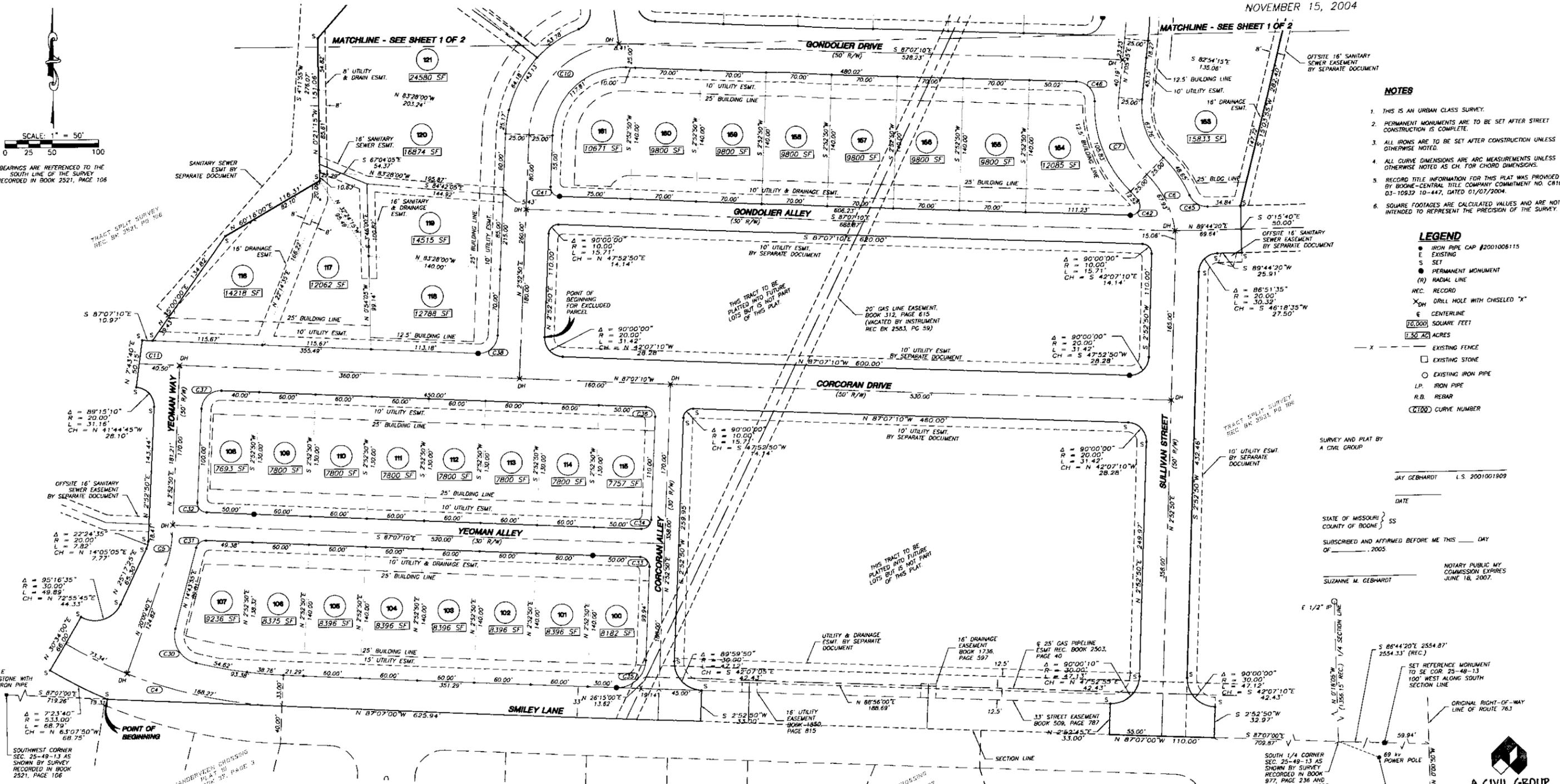
Approval of the proposed final plat.

BROOKSIDE SQUARE PLAT 1

MAJOR SUBDIVISION
NOVEMBER 15, 2004



BEARINGS ARE REFERENCED TO THE SOUTH LINE OF THE SURVEY RECORDED IN BOOK 2521, PAGE 106



- NOTES**
- THIS IS AN URBAN CLASS SURVEY.
 - PERMANENT MONUMENTS ARE TO BE SET AFTER STREET CONSTRUCTION IS COMPLETE.
 - ALL IRONS ARE TO BE SET AFTER CONSTRUCTION UNLESS OTHERWISE NOTED.
 - ALL CURVE DIMENSIONS ARE ARC MEASUREMENTS UNLESS OTHERWISE NOTED AS CH. FOR CHORD DIMENSIONS.
 - RECORD TITLE INFORMATION FOR THIS PLAT WAS PROVIDED BY BOONE-CENTRAL TITLE COMPANY COMMITMENT NO. C8102 03-10632 10-447, DATED 01/07/2004.
 - SQUARE FOOTAGES ARE CALCULATED VALUES AND ARE NOT INTENDED TO REPRESENT THE PRECISION OF THE SURVEY.

- LEGEND**
- IRON PIPE CAP #2001006115
 - EXISTING
 - S SET
 - PERMANENT MONUMENT
 - (R) RADIAL LINE
 - REC. RECORD
 - ⊗ DRILL HOLE WITH CHISELED "X"
 - CENTERLINE
 - 10,000 SQUARE FEET
 - 1.50 ACRES
 - - - EXISTING FENCE
 - EXISTING STONE
 - EXISTING IRON PIPE
 - I.P. IRON PIPE
 - R.B. REBAR
 - (C100) CURVE NUMBER

SURVEY AND PLAT BY
A CIVIL GROUP
JAY GEBHARDT L.S. 2001001909
DATE

STATE OF MISSOURI } SS
COUNTY OF BOONE }
SUBSCRIBED AND AFFIRMED BEFORE ME THIS ____ DAY
OF ____ 2005

NOTARY PUBLIC MY COMMISSION EXPIRES
JUNE 18, 2007.
SUZANNE M. GEBHARDT

1/2" IP
S 86°44'20" W 2554.87'
2554.33' (REC.)
SET REFERENCE MONUMENT
TO SE COR. 25-48-13
100' WEST ALONG SOUTH
SECTION LINE
ORIGINAL RIGHT-OF-WAY
LINE OF ROUTE 763
69' POWER POLE
S 87°07'00" W 709.87'
S 2°52'50" W 32.97'
S 2°52'50" W 709.87'
S 87°07'00" W 110.00'
S 2°52'50" W 32.97'
S 87°07'00" W 709.87'
S 2°52'50" W 32.97'

A CIVIL GROUP
CIVIL ENGINEERING, PLANNING, SURVEYING
100 FAY STREET
COLUMBIA, MO 65201
PHONE: (573)871-9750, FAX: (573)871-6171

FLOOD PLAIN STATEMENT
THIS TRACT DOES NOT WITHIN THE 100-YEAR FLOOD PLAIN AS SHOWN ON THE CITY OF COLUMBIA AND BOONE COUNTY FLOOD PLAIN MAPS.

CURVE TABLE

NUMBER	RADIUS	ARC LENGTH	DELTA ANGLE	CHORD DIRECTION	CHORD LENGTH
C1 -	460.00	345.96	43°05'25"	S 46°48'50" E	337.86
C3 -	500.00	35.82	04°06'15"	N 57°22'50" W	35.81
C4 -	500.00	241.61	27°41'10"	S 73°16'35" E	239.27
C5 -	100.00	29.90	17°07'50"	N 11°26'45" E	29.79
C6 -	100.00	82.98	47°32'45"	N 20°53'35" W	80.62
C7 -	100.00	90.34	51°45'40"	N 18°47'05" W	87.30
C8 -	400.00	419.04	60°01'25"	N 22°54'55" W	400.14
C9 -	500.00	150.99	17°18'05"	N 15°52'45" W	150.41
C10 -	100.00	157.08	90°00'00"	N 47°52'50" E	141.42
C11 -	300.00	2.12	00°24'15"	S 86°55'00" E	2.12

NUMBER	RADIUS	ARC LENGTH	DELTA ANGLE	CHORD DIRECTION	CHORD LENGTH
C30	30.00	47.33	90°23'35"	S 30°27'50" E	42.57
C31	10.00	13.64	78°08'55"	S 53°48'20" W	12.61
C32	10.00	15.71	90°00'00"	S 42°07'10" E	14.14
C33	10.00	15.71	90°00'00"	N 42°07'10" W	14.14
C34	10.00	15.71	90°00'00"	N 47°52'50" E	14.14
C35	30.00	47.13	90°00'10"	N 47°52'55" E	42.43
C36	10.00	15.71	90°00'00"	N 42°07'10" W	14.14
C37	20.00	31.42	90°00'00"	S 47°52'50" W	28.28
C38	20.00	31.42	90°00'00"	N 47°52'50" E	28.28
C41	10.00	15.71	90°00'00"	S 42°07'10" E	14.14
C42	10.00	22.34	127°58'50"	N 28°53'25" E	17.97

NUMBER	RADIUS	ARC LENGTH	DELTA ANGLE	CHORD DIRECTION	CHORD LENGTH
C45	20.00	23.70	67°53'50"	S 56°18'45" E	22.34
C46	20.00	31.75	90°57'45"	N 41°38'20" W	28.52
C47	20.00	30.99	88°46'45"	N 48°29'25" E	27.98
C48	20.00	18.05	51°41'45"	N 71°13'20" W	17.44
C49	47.00	225.92	275°24'40"	S 40°38'10" W	63.26
C50	20.00	15.54	44°31'25"	S 23°55'15" E	15.15
C51	20.00	27.89	79°53'30"	S 47°10'25" E	25.68
C52	20.00	26.43	75°42'45"	N 30°37'40" E	24.55
C53	20.00	16.69	47°48'20"	N 48°26'00" W	16.21
C54	47.00	226.09	275°36'45"	S 65°28'15" W	63.13
C55	20.00	16.69	47°48'20"	S 00°37'35" E	16.21

RECEIVED

JAN 07 2005

Per.....