

Introduced by _____

First Reading _____ Second Reading _____

Ordinance No. _____ Council Bill No. B 34-05

AN ORDINANCE

authorizing the City Manager to execute an annexation agreement with AT&T Corp. and AT&T Communications of the Southwest, Inc.; 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 AT&T Corp. and AT&T Communications of the Southwest, Inc. The form and content of the agreement 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 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 _____, 2005.

ATTEST:

City Clerk

Mayor and Presiding Officer

APPROVED AS TO FORM:

City Counselor

(The above space is for Boone County Recorder of Deeds Information)

ANNEXATION AGREEMENT

This Agreement entered into this _____ day of _____, 2004, between the City of Columbia, Missouri, a municipal corporation (hereinafter "City") and AT&T Corp., a New York corporation formerly known as American Telephone & Telegraph Company and AT&T Communications of the Southwest, Inc., (together and hereinafter AT&T").

The parties agree as follows:

1. AT&T represents that they are the sole owner of the following real estate located in Boone County, Missouri:

Parcel 1

Grantor: Southwest Bell Telephone Company
Grantee: AT&T Communications of the Southwest, Inc.
Dated: December 22, 1983
Recorded: January 9, 1984 Book 506, Page 846

A small tract of land located in the Northwest Quarter (NW ¼) of the Northwest Quarter (NW ¼) of Section 12, Township 48 North, Range 12 West, more particularly described as follows: Starting at a stone, the Northwest corner of said Section 12; thence with the section line South (Bearing Assumed) 1096 feet to the center line of Highway 40; thence with the center line of Highway 40 North 85° 40' East 743.2 feet to the place of beginning; thence making a right angle to the center line of Highway 40 North 4° 20' West 30 feet to an iron post set on the northerly right-of-way line of Highway 40; thence continuing same course 145 feet farther for a total of 175 feet to an iron post; thence parallel to the center line of Highway 40 North 85° 40' East 100 feet to an iron post; thence South 4° 20' East 145 feet to an iron post on the northerly right-of-way line of Highway 40; thence continuing same course 30 feet farther or a total of 175 feet to the center line of Highway 40; thence with said center line South 85° 40' West 100 feet to the beginning and containing 0.4017 acres. Said real estate being the same property conveyed to Southwestern Bell Telephone Company by deed recorded in Book 361 Page 212 of the records of Boone County, Missouri. Together with all improvement thereon.

EXCEPTING THEREFROM a parcel of land conveyed by American Telephone and Telegraph Company to the State Highway Commission of Missouri by Warranty Deed dated June 14, 1949, said parcel being described in said deed as follows:

All that piece or parcel of land situated in the Northwest Quarter (NW ¼) of the Northwest Quarter (NW ¼) of Section 12, Township 48 North, Range 12 West, for State Highway Route U.S. 40, which is described as follows:

From the Northwest corner of said Section 12, thence South with section line (bearing assumed) 1096 feet to the center line of present Route 40, thence North 85° 40' East along said center line 743.2 feet; thence North 4° 20' West 30 feet to the point of beginning, thence continuing North 4° 20' West 79.5 feet, thence on a curve to the right (said curve having a radius of 12,839 feet) a distance of 100.5 feet, thence South 4° 20' East 64' feet, thence South 85° 40' West 100 feet to the point of beginning. Containing 0.17 of an acre new land.

The land above described being all the land of said Grantor that lies North of the center line of said highway as now surveyed, and South of a line being 157 feet North of and parallel to said centerline from opposite Station 1019+00 to opposite Station 1020+25.

The land above described is shown by a copy of the plans for said highway on file with the Clerk of the County Court of Boone County, Missouri.

The center line of said highway is described as follows:

From the Southwest corner of the Northwest Quarter (NW ¼) of said Section 12, thence North 4° West 1606.2 feet, thence South 83° 22' West 605.8 feet, thence on a 30' curve to the right 1325.8 feet to Station 1019+00, the point of beginning, thence continuing on said 30' curve to the right 125 feet to Station 1020+25.

The above land is the same land conveyed to AT&T Communications of the Southwest, Inc. by Southwest Bell Telephone Company in deed dated December 22, 1983 and recorded on January 9, 1984 in Book 506, Page 846 of the records of the Recorder of Deeds Office of Boone County, State of Missouri.

Parcel 2

Grantor: Zaki A. Ajans and Mona S. Ajans
Grantee: American Telephone & Telegraph Company, a New York Corp.
Dated: December 20, 1985
Recorded: December 23, 1985 Book 558, Page 751

A strip of land ten (10) feet wide described as follows:
Beginning at the Northeast corner of a tract of land described in the Deed recorded in Book 222, Page 311, Deed Records of Boone County, Missouri, thence North 85° 40' East 10 feet, thence southerly parallel to the East line of the aforesaid tract to the North right-of-way line of I-70,

thence westerly along the North right-of-way line of I-70 to the East line of the aforesaid tract, thence northerly along the East line of said tract to the point of beginning.

Subject to easements and restrictions of record.

The above land is the same land conveyed to American Telephone & Telegraph Company by Zaki A. Ajans and Mona S. Ajans in deed dated December 20, 1985 and recorded on December 23, 1985 in Book 558, Page 751 of the records of the Recorder of Deeds Office of Boone County, State of Missouri.

Parcel 3

Grantor: Zaki A. Ajans and Mona S. Ajans
Grantee: AT&T Corp., a New York Corporation
Dated: January 8, 1997
Recorded: January 9, 1997 Book 1285, Page 822

A tract of land located in the Northwest Quarter (NW ¼) of the Northwest Quarter (NW ¼) of Section 12, Township 48 North, Range 12 West, Boone County, Missouri and being more particularly described as follows:

Commencing at the Northwest corner of Section 12, Township 48 North, Range 12 West; thence South 01° 24' 26" West, 934.95 feet; thence South 86° 07' 00" East, 733.29 feet, to the point of beginning of the tract of land comprised by deed recorded in Book 506, Page 846, and by deed recorded in Book 558, Page 751, Records of Boone County, Missouri, hereinafter called the "Existing Tract"; thence with the Existing Tract's West line, North 2° 18' 46" West, 66.03 feet to the Northwest corner of the existing tract, for a point of beginning; thence continuing North 02° 18' 46" West 50.00 feet; thence parallel with the North line of the Existing Tract, North 87° 20' 52" East, 130.00 feet; thence parallel with the East line of the Existing tract South 02° 39' 08" East, 132.29 feet, to the North right-of-way line of Interstate 70; thence along said right-of-way, North 89° 25' 51" West, 20.03 feet to the Southeast corner of the Existing tract; thence along the East line of aforesaid tract, North 02° 39' 08" West, 81.16 feet to the Existing Tract's Northeast corner; thence along the North line of the Existing Tract, South 87° 20' 52" West, 109.96 feet to the point of beginning.

Subject to Easements and Restrictions of record.

The above land is the same land conveyed to AT&T Corp. by Zaki A. Ajans and Mona S. Ajans in deed dated January 8, 1997 and recorded on January 9, 1997 in Book 1285 Page 822 of the records of the Recorder of Deeds Office of Boone County, State of Missouri.

(hereinafter "AT&T's property")

2. Subject to the consent of the Boone County Regional Sewer District, City shall allow AT&T to connect sanitary sewer lines serving AT&T's property to the City's sanitary sewer system through the Boone County Regional Sewer District

sewer line serving ABC Laboratories. AT&T shall make this connection at their expense. AT&T shall obtain all necessary permits for the sewer connection and pay all fees required to connect to the City's sewer system. AT&T shall become sewer customers of the City and shall pay all sewer fees and charges established by the City.

3. All sewer lines and appurtenances serving AT&T's property shall be located within standard sewer easement 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 AT&T's property shall not be connected to the sewer lines serving AT&T's property without the consent of the City and Boone County Regional Sewer District.
5. All development and construction on AT&T's property shall conform to all City ordinances and standards as though the property were within the City Limits. All sanitary sewers, storm sewers, streets and sidewalks shall be dedicated to the public use.
6. Any preliminary and final plats of the subdivision of AT&T's property must be prepared in accordance with the City Subdivision Codes. All such plats shall be submitted to the City's Director of Planning and Development for staff review and City Council approval prior to any action taken on the plats by Boone County.
7. If any conflict exists between a County regulation and a City regulation, AT&T, to the extent required by law, shall follow the County regulation. AT&T acknowledges that no conflict is involved where a City regulation imposes a more stringent minimum requirement than a corresponding County regulation and where the City imposes regulations that are not imposed by the County.
8. The City address numbering plan shall be complied with in connection with the development of AT&T's property.
9. To the extent allowed by law, City may annex AT&T's property into the City, without further action of AT&T, after AT&T's property becomes contiguous to the corporate limits of the City.
10. AT&T irrevocably appoints the City Manager of Columbia, Missouri, as their attorney-in-fact for the sole purpose of presenting a verified petition requesting annexation of AT&T's property to the City Council of Columbia, Missouri. The City Manager may exercise this power of attorney at any time after AT&T's property becomes contiguous to the corporate limits of the City. Prior to exercising this power, the City Manager shall notify AT&T in writing of the proposed request for annexation.

11. If requested by the City Manager, AT&T shall, within such time as specified by the City Manager, submit a verified petition requesting annexation of AT&T's property to the Director of Planning and Development for presentation to the City Council of Columbia, Missouri. The City Manager may request AT&T to present an annexation petition at any time after AT&T's property becomes contiguous to the corporate limits of the City. The provision of this paragraph shall be enforceable by specific performance.
12. AT&T agrees not to take any action to oppose any annexation initiated by the City which includes AT&T's property. AT&T 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 property and the City Limits.
13. AT&T shall give a copy of this agreement to each person who buys all or a portion of AT&T's property.
14. If AT&T fails to comply with any of the provisions of this agreement, City may terminate sewer service to AT&T's property and disconnect the sewer lines serving AT&T's property from the City's sanitary sewer system. City shall give AT&T six months prior written notice of its intent to terminate sewer service.
15. This agreement is not intended to confer any rights or remedies on any person other than the parties.
16. 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 provision of this agreement.
17. This agreement shall be recorded in the office of the Boone County Recorder of Deeds.

Signature Page to follow.

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

CITY OF COLUMBIA, MISSOURI

By: _____
Raymond A. Beck

Its: _____
City Manager

ATTEST:

Sheela Amin, City Clerk

APPROVED AS TO FORM:

Fred Boeckmann, City Counselor

**AT&T CORP., individually and
AT&T COMMUNICATIONS OF THE
SOUTHWEST, INC.**

By: _____
John Fehlauer

Its: _____
Global Network Technology
Services Director

ACKNOWLEDGMENTS TO FOLLOW

ACKNOWLEDGMENT

STATE OF MISSOURI }
 }
COUNTY OF BOONE }

On this day of _____, 2004, before me appeared Raymond A. Beck, 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 sale 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: _____

ACKNOWLEDGMENT

State of New Jersey)
) SS.
County of Somerset)

BEFORE ME, the undersigned authority, on this 2 day of August 2004, personally appeared John Fehlauer known to me to be the person whose name is subscribed to the foregoing instrument as AT&T Corp., Global Network Technology Services Director, and a duly authorized signatory for AT&T Corp. and AT&T Communications of the Southwest, Inc., and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the free act of the corporations.

FARRAH J. BAUM
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires Dec. 20, 2005

Farah J Baum
Notary Public

My commission expires: _____

Source

William Watkins



TO: City Council

FROM: City Manager and Staff 

DATE: January 26, 2005

RE: A request by AT&T to extend City sanitary sewer services to property outside the City limits. The subject property is located on the north side of I-70, east of the City limits. (Case 1-AA-05)

EXECUTIVE SUMMARY

This request is being made in accordance with the provisions set forth in City Council policy resolution 115-97A which sets policy on extensions of City sanitary sewer lines outside the corporate limits. Section 2 of the Policy Resolution requires an annexation agreement between the property owner and the City in situations such as this, where the subject property is not contiguous with the Columbia city limits. The agreement sets forth certain conditions which must be met in order to connect to the City's sewer system.

A letter requesting the annexation agreement, a locator map, a copy of the annexation agreement and a copy of policy resolution 115-97A are attached.

SUGGESTED COUNCIL ACTION

If the Council is in agreement with the request, the City Manager should be authorized to sign the annexation agreement.

Fiscal Impact

YES

NO

Other Info.

LINDERLAKE CORPORATION

January 8, 2004

Nationwide Services:

- Wireless
- Real Estate
- Title Service
- OSP Maintenance

City Planning and Development Department
701 E. Broadway, 2nd Floor
P.O. Box 6015
Columbia, MO 65205-6015

RECEIVED

JAN 12 2004
PLANNING DEPT.

Attn: Mr. Chuck Bondra

Re: AT&T Easement Annexation
Agreement in Columbia, MO.
Boone County Regional Sewer
CLLI Code: CLMAMORS
LLC Project No.: ATT024.380

Dear Mr. Bondra:

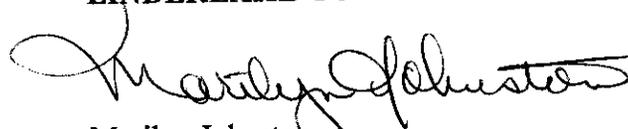
Thank you for speaking with me today regarding the Annexation Agreement for the AT&T project.

As per your instructions, please find enclosed an unsigned Annexation Agreement between the City of Columbia, Missouri and AT&T Corp for your review and routing to the City's Departments for approval. Upon the City's approval of the Annexation Agreement, please contact me of the approval in order for me to forward the City's approved Annexation Agreement to AT&T for its execution. Once I receive the executed agreement, I will then forward the executed copy back to you for routing and execution.

If you should have any questions or concerns, please do not hesitate to us at 708-385-5855.

Thank you for your time and consideration regarding this matter.

Sincerely,
LINDERLAKE CORPORATION



Marilyn Johnston
Real Estate Specialist

MMJ/ijm

Enclosure

Cc: File

A POLICY RESOLUTION

establishing a policy for the extension of City sewer service in areas outside the city limits.

WHEREAS, a significant amount of urban growth is occurring in unincorporated areas of Boone County surrounding the City of Columbia; and

WHEREAS, the City desires to encourage annexation in order to provide for the orderly growth of the city; and

WHEREAS, current annexation laws prevent the timely annexation of all the urban growth areas around Columbia into the city limits; and

WHEREAS, the City has a legitimate interest in the proper development of areas that may one day be within the city limits; and

WHEREAS, the City has a legitimate interest in the manner in which sewage is handled in areas surrounding the city, especially in areas where sewage effluent is discharged into streams flowing through the city; and

WHEREAS, it is in the long-term interest of the City of Columbia and of the urban growth area surrounding Columbia that the development occurring in this growth area be in accordance with City development standards; and

WHEREAS, the City Council desires to establish general policy guidelines for the Council and City staff to consider when evaluating requests for City sewer service outside the city limits.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF COLUMBIA, MISSOURI, AS FOLLOWS:

SECTION 1. The following policy guidelines shall apply to areas requesting City sewer service that are contiguous to the city limits:

A. City sewer service may be provided to an undeveloped area, tract, parcel or platted lot contiguous to the city limits only after the area has been annexed. All City development procedures and standards, including the platting process and land preservation regulations, shall apply to the area annexed.

B. City sewer service may be provided to a developed area, tract, parcel or platted lot contiguous to the city limits and under single ownership or control only after the area has been annexed. All facilities to be connected to the sewer system must be in compliance with City sewer standards and plumbing codes. The City will have all such facilities inspected and the property owners must agree to make any improvements necessary to bring the facilities into compliance.

C. City sewer service may be provided to a partially or fully developed area contiguous to the city limits which is not under single ownership or control but which is served by a centralized collection system only after the area has been annexed or the City Council has waived the annexation requirement. All facilities to be connected to the sewer system must be in compliance with City sewer standards and plumbing codes. The City will have all such facilities inspected and the property owners must agree to make any improvements necessary to bring the facilities into compliance.

SECTION 2. The following policy guidelines shall apply to areas requesting City sewer service that are not contiguous to the city limits:

A. City sewer service may be provided to an undeveloped area, tract, parcel or platted lot that is not contiguous to the city limits only after the property owners have entered into an annexation agreement with the City. All City development standards, including subdivision standards and land preservation regulations, shall be met in the area subject to the annexation agreement unless waived by the City Council.

B. City sewer service may be provided to a developed area, tract, parcel or platted lot that is not contiguous to the city limits and that is under single ownership or control only after the property owners have entered into an annexation agreement with the City. All facilities to be connected to the sewer system must be in compliance with City sewer standards and plumbing codes. The City will have all such facilities inspected and the property owners must agree to make any improvements necessary to bring the facilities into compliance.

C. City sewer service may be provided to a partially or fully developed area that is not contiguous to the city limits and that is not under single ownership or control but which is served by a centralized collection system only after the property owners have entered into an annexation agreement with the City or the City Council has waived the annexation agreement requirement. All facilities to be connected to the sewer system must be in compliance with City sewer standards and plumbing codes. The City will have all such facilities inspected and the property owners must agree to make any improvements necessary to bring the facilities into compliance.

SECTION 3. All annexation agreements required by this resolution shall provide that, when the property becomes contiguous to the city limits, the owners of the property shall petition the City for annexation. The agreements shall also provide that the owners of the property will not contest or oppose any annexation initiated by the City or by other parties that includes the property or that would allow the property to become contiguous. Annexation agreements shall be binding on all future owners of the property.

SECTION 4. This resolution is intended to establish general policy guidelines for City staff and City Council to consider when evaluating requests for City sewer service outside the city limits. This resolution shall not establish any right to City sewer service.

ADOPTED this 18th day of August, 1997.

ATTEST:

Denny St. Rouaive
City Clerk

Larri Windman
Mayor and Presiding Officer

APPROVED AS TO FORM:

Fred Beekman
City Counselor

