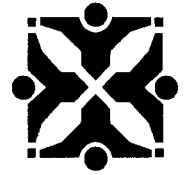


# City of Columbia

701 East Broadway, Columbia, Missouri 65201



**Agenda Item Number:** B 44-15

**Department Source:** Community Development - Planning

**To:** City Council

**From:** City Manager & Staff

**Council Meeting Date:** 2/16/2015

**Re:** The Villages at Arbor Pointe Plat 3 - updated performance contract (Case 15-69)

## Documents Included With This Agenda Item

Council memo, Resolution/Ordinance, Exhibits to Resolution/Ordinance

**Supporting documentation includes:** Maps, letter, and plat

## Executive Summary

Approval of this request will result in the authorization of an updated performance contract between the City and current owner of The Villages of Arbor Pointe Plat 3 subdivision, which will replace a contract that was entered into with a previous owner and has since expired.

## Discussion

The applicant is requesting approval of an updated performance contract, which will replace the original performance contract that was approved with the final plat of The Villages at Arbor Pointe Plat 3 in 2007. The original contract, which placed obligations on the original owner/developer to install all public improvements within 36 months of subdivision approval, expired in October, 2010, after only a small portion of this residential development materialized. The new owner proposes to enter into a new agreement with the City, which will subject him to the same obligations and allow development of this partially completed subdivision to resume.

Locator maps, a letter from the applicant, and a copy of the previously approved final plat are attached.

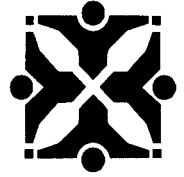
## Fiscal Impact

**Short-Term Impact:** No new capital spending is expected within the upcoming 2 years as a result of this proposal.

**Long-Term Impact:** Development of this site will increase demands on the adjacent streets, sanitary sewers, storm sewers, water and electric supply lines. The costs associated with meeting these demands may or may not be offset by increased property and/or sales tax revenues and user fees.

# City of Columbia

701 East Broadway, Columbia, Missouri 65201



## Vision, Strategic & Comprehensive Plan Impact

Vision Impact: N/A

Strategic Plan Impact: Infrastructure

Comprehensive Plan Impact: Growth Management

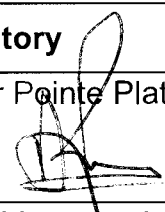
## Suggested Council Action

Approve the newly requested performance contract

## Legislative History

October 1, 2007: Council approved The Villages at Arbor Pointe Plat 3

  
\_\_\_\_\_  
Department Approved

  
\_\_\_\_\_  
City Manager Approved

Introduced by \_\_\_\_\_

First Reading \_\_\_\_\_

Second Reading \_\_\_\_\_

Ordinance No. \_\_\_\_\_

Council Bill No. B 44-15

### **AN ORDINANCE**

authorizing a performance contract with Lifestyle Development in connection with The Villages at Arbor Pointe Plat 3 located west of the intersection of Waco Road and Brown Station Road; 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 a performance contract with Lifestyle Development in connection with The Villages at Arbor Pointe Plat 3 located west of the intersection of Waco Road and Brown Station Road. The form and content of the performance contract shall be substantially as set forth in "Exhibit A" attached hereto, which replaces the performance contract attached to Ordinance No. 019684 passed on October 1, 2007.

SECTION 2. This ordinance shall be in full force and effect from and after its passage.

PASSED this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

ATTEST:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Mayor and Presiding Officer

APPROVED AS TO FORM:

\_\_\_\_\_  
City Counselor

## PERFORMANCE CONTRACT

This contract is entered into on this 28<sup>TH</sup> day of JANUARY, 2015 between the City of Columbia, MO ("City") and LIFESTYLE DEVELOPMENT ("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 THE VILLAGES AT ARBOR POINT PLAT 3, 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 the 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: \_\_\_\_\_  
Mike Matthes, City Manager

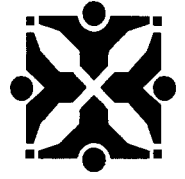
ATTEST:

\_\_\_\_\_  
Sheela Amin, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Nancy Thompson, City Counselor

Subdivider  
BY:  \_\_\_\_\_



## SUPPORTING DOCUMENTS INCLUDED WITH THIS AGENDA ITEM ARE AS FOLLOWS:

Maps, letter, and plat





## 15-69: The Villages at Arbor Pointe Plat 3 Updated Performance Contracts



City of Columbia Zoning



Boone County Zoning



Columbia City Limit

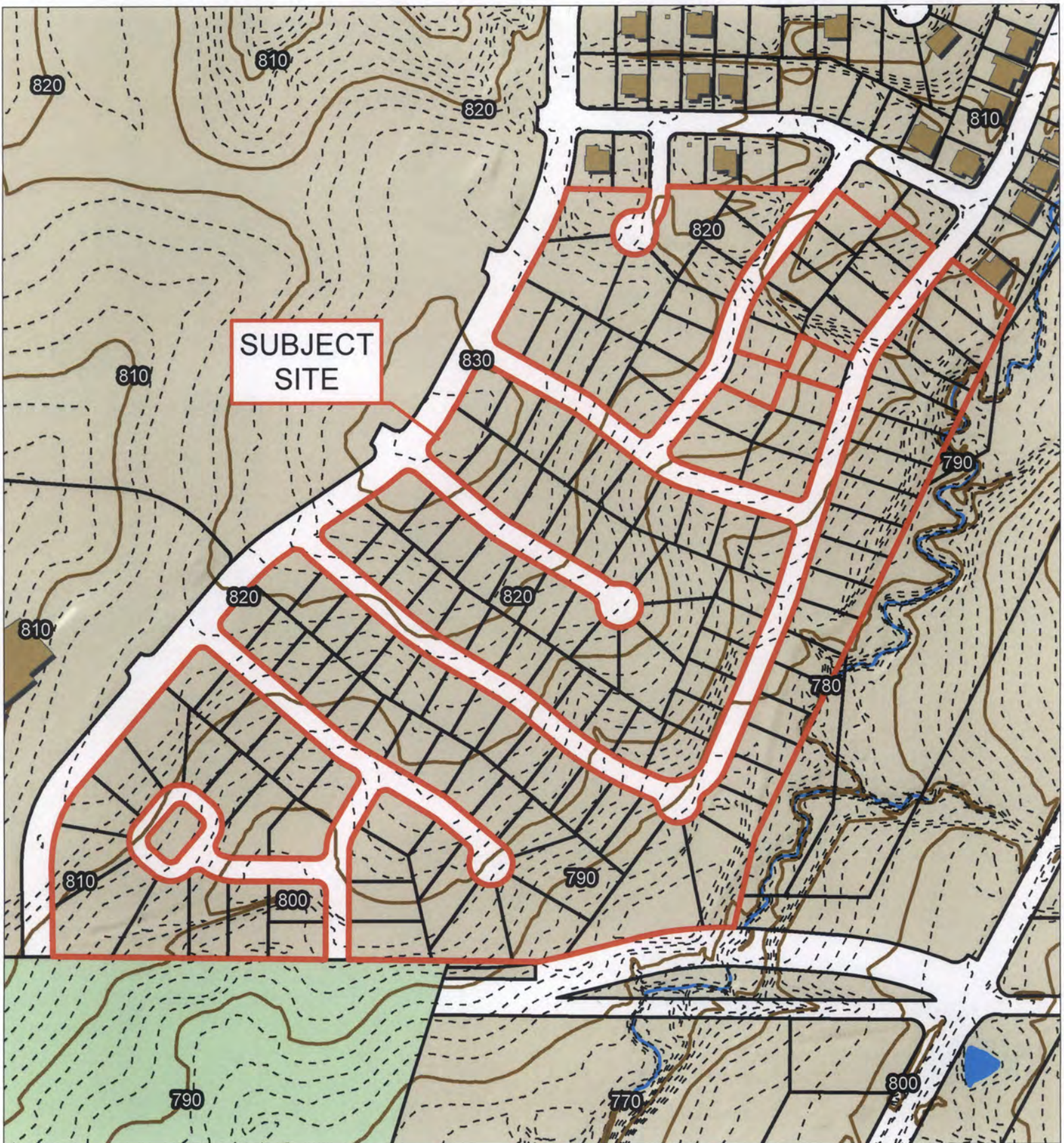


100-Year Flood Plain



Parcels





## 15-69: The Villages at Arbor Pointe Plat 3

### Updated Performance Contracts



— 10 Foot Contour Lines

- - - 2 Foot Contour Lines

— Stream

▭ Parcels

■ Building Footprint

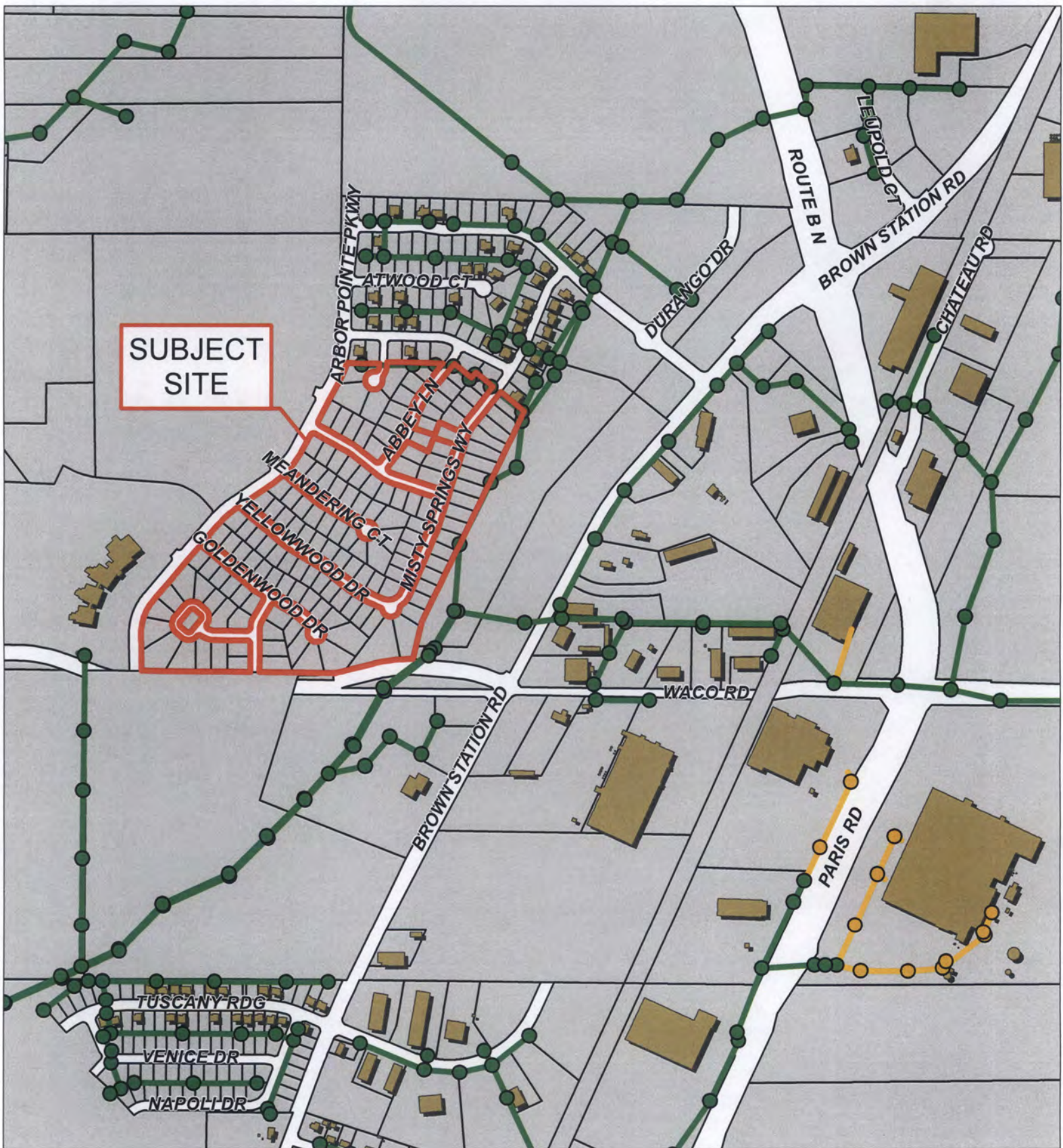
■ Bodies of Water



Columbia City Limit







## 15-69: The Villages at Arbor Pointe Plat 3

### Updated Performance Contracts



● City Sanitary Structure

— City Sanitary Line

■ Building Footprint

● Private Sanitary Structure

— Private Sanitary Line

■ Parcels



Columbia City Limit





February 3, 2015

Timothy Teddy, Director of Community Development  
City of Columbia  
Planning & Development Department  
701 E. Broadway  
Columbia, MO 65201

RE: Application for a Performance Contract, The Villages at Arbor Pointe Plat 3

Dear Mr. Teddy,

We are submitting a request for a new performance contract for your review on the above mentioned project. The Villages at Arbor Pointe Plat 3 was approved under different ownership and recorded in October of 2007 along with a performance contract, but construction never began and the property was since foreclosed upon. Don Stohldrier of Lifestyle Development Inc. has purchased the property and intends to complete construction of the improvements necessary. Since he will be the developer of the tract, Mr. Stohldrier is willing to execute a new performance contract. Attached are two signed originals of the performance contract for review and processing.

Should you have any questions, please feel free to call.

Sincerely,

A Civil Group, LLC  
Spencer Haskamp



FINAL PLAT

# THE VILLAGES AT ARBOR POINTE PLAT 3

APRIL 30, 2007



## KNOW ALL MEN BY THESE PRESENTS

PREMIER LAND HOLDINGS, L.L.C., BEING SOLE OWNER OF THE BELOW DESCRIBED TRACT, HAS CAUSED THE SAME TO BE SUBDIVIDED AS SHOWN ON THIS PLAT.

IN WITNESS WHEREOF, PERRY A. LUETKEMEYER HAS CAUSED THESE PRESENTS TO BE SIGNED.

EASEMENTS, OF THE TYPES AND AT THE LOCATIONS AS SHOWN, ARE HEREBY DEDICATED TO THE CITY OF COLUMBIA, FOREVER.

ARBOR POINTE PARKWAY, HAZELNUT COURT, ABBEY LANE, MISTY SPRINGS WAY, DELWOOD DRIVE, MEANDERING COURT, MEANDERING WAY, YELLOWWOOD DRIVE, GOLDENWOOD DRIVE, ASCOT WAY, TRISTA TRAIL, ECHO RIDGE AND MUIRWOOD COURT ARE HEREBY DEDICATED TO PUBLIC USE FOREVER.

PREMIER LAND HOLDINGS, L.L.C.

*Perry A. Luetkemeyer*  
PERRY A. LUETKEMEYER, MEMBER

STATE OF MISSOURI } SS  
COUNTY OF BOONE }

ON THIS 8<sup>th</sup> DAY OF June, IN THE YEAR 2007, BEFORE ME, MARLA E. OGLESBY, A NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED PERRY A. LUETKEMEYER, A MEMBER OF PREMIER LAND HOLDINGS, L.L.C., KNOWN TO ME TO BE THE PERSON WHO EXECUTED THE WITHIN FINAL PLAT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES THEREIN STATED.

*Marla E. Oglesby*  
MARLA E. OGLESBY

NOTARY PUBLIC  
COMMISSION NO. 04407428  
MY COMMISSION EXPIRES JANUARY 10, 2008

APPROVED BY THE COLUMBIA CITY COUNCIL THIS 1<sup>st</sup>  
DAY OF June, 2007.

*Darwin A. Hindman*  
DARWIN A. HINDMAN, MAYOR

*Sheela Amin*  
SHEELA AMIN, CITY CLERK

CURVE TABLE					
	Δ	R	L	CH	± TAN
A	90°00'00"	20.00'	31.42'	N4°08'30"W, 28.28'	---
B	90°00'00"	20.00'	31.42'	N85°51'30"E, 28.28'	---
C	3°44'00"	467.00'	30.43'	N54°14'30"E, 30.42'	---
D	11°32'15"	20.00'	39.81'	N4°21'20"W, 33.45'	---
E	78°38'30"	20.00'	27.45'	N79°15'20"E, 25.35'	---
F	100°31'10"	20.00'	35.09'	N21°25'30"W, 30.76'	---
G	5°35'25"	150.00'	14.64'	S88°53'25"E, 14.63'	---
H	85°04'15"	20.00'	29.70'	N71°22'10"E, 27.04'	---
J	12°08'05"	±500.00'	105.90'	N22°46'00"E, 105.70'	53.15'
K	27°16'45"	±500.00'	238.06'	N42°28'25"E, 235.81'	121.33'
L	15°15'20"	±600.00'	159.75'	N49°29'10"E, 159.28'	80.35'
M	41°31'40"	±300.00'	217.44'	N20°05'40"E, 212.71'	113.74'
N	9°32'40"	±260.00'	43.31'	S58°33'35"E, 43.28'	21.71'
O	20°27'15"	±260.00'	92.82'	S81°50'55"E, 92.53'	46.91'
P	20°27'15"	±150.00'	53.55'	N28°09'05"E, 53.26'	27.06'
R	21°05'00"	±400.00'	147.18'	N28°28'00"E, 146.36'	74.44'
S	21°05'00"	±260.00'	95.67'	N28°28'00"E, 95.13'	48.38'
T	5°32'55"	±260.00'	25.18'	N20°42'00"E, 25.17'	12.60'
U	90°00'00"	±100.00'	157.08'	N88°28'25"E, 141.42'	100.00'
V	16°43'40"	±750.00'	218.97'	S58°09'45"E, 218.19'	110.27'
W	9°33'35"	±500.00'	83.42'	S54°34'40"E, 83.33'	41.81'
X	9°47'45"	±750.00'	128.23'	S54°27'35"E, 128.07'	64.27'
Y	15°40'35"	±100.00'	27.36'	S41°43'50"E, 27.27'	13.77'
Z	9°47'45"	±200.00'	34.19'	S54°27'35"E, 34.15'	17.14'
AA	9°33'35"	±100.00'	16.68'	S54°34'40"E, 16.67'	8.36'
BB	9°47'45"	±150.00'	25.65'	S54°27'35"E, 25.61'	12.85'
CC	9°33'35"	±150.00'	25.03'	S54°34'40"E, 25.00'	12.54'
DD	30°04'55"	±100.00'	52.50'	N15°36'05"E, 51.90'	26.87'
EE	39°52'40"	±100.00'	69.60'	N89°30'05"W, 68.20'	36.27'
FF	90°00'00"	±40.00'	62.83'	---	40.00'
GG	4°23'05"	±764.00'	58.48'	---	29.25'
HH	18°25'45"	±764.00'	245.74'	S85°20'45"W, 244.69'	123.94'
JJ	16°52'15"	±764.00'	224.96'	N77°00'10"W, 224.15'	113.30'
KK	48°14'10"	±100.00'	84.19'	S25°36'45"E, 81.72'	44.77'
LL	10°31'10"	±125.00'	22.95'	N86°25'30"W, 22.92'	11.51'
C1	90°00'00"	20.00'	31.42'	---	---
C2	100°19'15"	20.00'	35.02'	---	---
C3	88°51'45"	20.00'	31.02'	---	---
C4	81°47'00"	20.00'	28.55'	---	---
C5	105°40'35"	20.00'	36.89'	---	---
C6	85°12'55"	20.00'	29.75'	---	---
C7	90°25'15"	20.00'	31.56'	---	---
C8	89°34'45"	20.00'	31.27'	---	---
C9	89°55'25"	20.00'	24.41'	---	---
C10	47°48'20"	20.00'	16.69'	---	---
C11	72°51'30"	20.00'	25.43'	---	---
C12	43°24'05"	20.00'	15.15'	---	---
C13	99°52'25"	20.00'	34.66'	---	---
C14	81°18'05"	20.00'	28.38'	---	---
C15	88°02'15"	20.00'	30.73'	---	---
C16	55°21'05"	20.00'	19.32'	---	---
C17	55°10'55"	20.00'	19.26'	---	---

I HEREBY CERTIFY THAT I SURVEYED THE DESCRIBED PROPERTY AND SUBDIVIDED IT AS SHOWN ON THIS PLAT IN ACCORDANCE WITH THE CURRENT MISSOURI MINIMUM STANDARDS FOR PROPERTY BOUNDARY SURVEYS.



SURVEY AND PLAT BY  
ALLSTATE CONSULTANTS, P.C.

*James R. Jeffries*  
JAMES R. JEFFRIES, L.S. 2500

JUNE 8, 2007  
DATE

*James R. Jeffries*  
JAMES R. JEFFRIES

## CERTIFICATION

A TRACT OF LAND LOCATED IN THE EAST HALF OF SECTION 20 AND IN THE WEST HALF OF SECTION 21, BOTH IN TOWNSHIP 49 NORTH, RANGE 12 WEST, COLUMBIA, BOONE COUNTY, MISSOURI, BEING PART OF THE TRACT DESCRIBED BY THE WARRANTY DEED RECORDED IN BOOK 2890, PAGE 85 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF LOT 282, THE VILLAGES OF ARBOR POINTE PLAT 2, AS RECORDED IN BOOK 40, PAGE 103; THENCE S26°15'15"W, 420.37 FEET TO A POINT ON THE CENTERLINE OF THE SEWER EASEMENT RECORDED IN BOOK 1180, PAGE 785; THENCE WITH SAID CENTERLINE, CONTINUING S26°15'15"W, 372.82 FEET; THENCE LEAVING SAID CENTERLINE, CONTINUING S26°15'15"W, 471.69 FEET; THENCE S13°29'55"W, 200.51 FEET; THENCE 45.43 FEET ALONG AN 807.00-FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT, SAID CURVE HAVING A CHORD, S87°03'05"E, 45.42 FEET; THENCE S85°26'20"E, 177.63 FEET; THENCE 237.62 FEET ALONG AN 807.00-FOOT RADIUS CURVE TO THE RIGHT, SAID CURVE HAVING A CHORD, S77°00'10"E, 236.76 FEET; THENCE S68°34'05"E, 16.85 FEET; THENCE 43.42 FEET ALONG A 30.00-FOOT RADIUS CURVE TO THE LEFT, SAID CURVE HAVING A CHORD, N69°58'00"E, 39.73 FEET TO THE WEST RIGHT-OF-WAY LINE OF BROWN STATION ROAD AND THE EAST LINE OF TRACT 1 OF THE SURVEY RECORDED IN BOOK 720, PAGE 359; THENCE WITH THE LINES OF SAID TRACT 1, S28°30'05"W, 112.09 FEET TO THE SOUTHEAST CORNER THEREOF; THENCE N89°23'55"W, 881.10 FEET; THENCE N1°47'55"W, 77.95 FEET; THENCE N89°26'25"W, 1111.06 FEET; THENCE LEAVING THE LINES OF SAID TRACT 1, N74°01'10"W, 196.63 FEET; THENCE 241.36 FEET ALONG A 333.00-FOOT RADIUS CURVE TO THE RIGHT, SAID CURVE HAVING A CHORD, N20°05'40"E, 236.11 FEET; THENCE N40°51'30"E, 228.40 FEET; THENCE 31.42 FEET ALONG A 20.00-FOOT RADIUS CURVE TO THE LEFT, SAID CURVE HAVING A CHORD, N4°08'30"W, 28.28 FEET; THENCE N40°51'30"E, 50.00 FEET; THENCE 31.42 FEET ALONG A 20.00-FOOT RADIUS NON-TANGENT CURVE TO THE LEFT, SAID CURVE HAVING A CHORD, N85°51'30"E, 28.28 FEET; THENCE N40°51'30"E, 213.76 FEET; THENCE 168.54 FEET ALONG A 633.00-FOOT RADIUS CURVE TO THE RIGHT, SAID CURVE HAVING A CHORD, N48°29'10"E, 168.04 FEET; THENCE N50°06'50"E, 220.67 FEET; THENCE 30.43 FEET ALONG A 467.00-FOOT RADIUS CURVE TO THE RIGHT, SAID CURVE HAVING A CHORD, N54°14'30"E, 30.42 FEET; THENCE 39.61 FEET ALONG A 20.00-FOOT RADIUS COMPOUND CURVE TO THE LEFT, SAID CURVE HAVING A CHORD, N4°21'20"W, 33.45 FEET; THENCE N28°54'35"E, 50.00 FEET; THENCE S61°05'25"E, 26.23 FEET; THENCE 27.45 FEET ALONG A 20.00-FOOT RADIUS CURVE TO THE LEFT, SAID CURVE HAVING A CHORD, N79°35'20"E, 25.35 FEET; THENCE 93.19 FEET ALONG A 467.00-FOOT RADIUS CURVE TO THE LEFT, SAID CURVE HAVING A CHORD, N34°33'05"E, 93.03 FEET; THENCE N28°50'05"E, 264.64 FEET; THENCE 35.09 FEET ALONG A 20.00-FOOT RADIUS CURVE TO THE LEFT, SAID CURVE HAVING A CHORD, N21°25'30"W, 30.76 FEET; THENCE N18°18'55"E, 50.00 FEET; THENCE 14.84 FEET ALONG A 150.00-FOOT RADIUS NON-TANGENT CURVE TO THE LEFT, SAID CURVE HAVING A CHORD, S68°53'25"E, 14.83 FEET; THENCE 29.70 FEET ALONG A 20.00-FOOT RADIUS REVERSE CURVE TO THE LEFT, SAID CURVE HAVING A CHORD, N71°22'10"E, 27.04 FEET; THENCE N28°50'05"E, 58.92 FEET; THENCE 98.91 FEET ALONG A 467.00-FOOT RADIUS CURVE TO THE LEFT, SAID CURVE HAVING A CHORD, N22°46'00"E, 98.72 FEET TO THE SOUTHWEST CORNER OF SAID THE VILLAGES AT ARBOR POINTE PLAT 2; THENCE WITH THE LINES OF SAID PLAT 2, S73°19'05"E, 68.00 FEET; THENCE S88°30'20"E, 217.15 FEET; THENCE N12°29'40"E, 10.00 FEET; THENCE S88°30'20"E, 302.83 FEET; THENCE S50°59'30"E, 50.00 FEET; THENCE N39°00'30"E, 37.30 FEET; THENCE S50°59'30"E, 120.00 FEET; THENCE N39°00'30"E, 4.05 FEET; THENCE S50°59'30"E, 165.39 FEET TO THE POINT OF BEGINNING AND CONTAINING 53.64 ACRES.

STATE OF MISSOURI } SS  
COUNTY OF BOONE }

SUBSCRIBED AND AFFIRMED BEFORE ME THIS 8<sup>th</sup> DAY OF June, 2007.

*Marla E. Oglesby*  
MARLA E. OGLESBY

NOTARY PUBLIC  
COMMISSION NO. 04407428  
MY COMMISSION EXPIRES JANUARY 10, 2008.

Recorded in Boone County, Missouri  
Date and Time 10/02/2007 @ 01:38:25 PM  
Instrument # 2007025378 Book 41 Page 72

Owner: PREMIER LAND HOLDINGS LLC  
Cite: THE VILLAGES AT ARBOR POINTE PLAT 3

Instrument Type: PLAT  
Recording Fee: \$464.00  
Vol. of Pages: 3  
Bettie Johnson, Recorder of Deeds

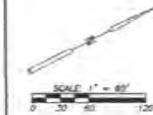




FILED FOR RECORD, BOONE COUNTY, MISSOURI  
BETTY JOHNSON, RECORDED BY DEEDS.

# THE VILLAGES AT ARBOR POINTE PLAT 3

APRIL 30, 2007



BEARINGS ARE REFERENCED TO GRID  
NORTH FROM THE MISSOURI STATE PLANE  
COORDINATE SYSTEM-CENTRAL ZONE FROM  
BOONE COUNTY GEODESIC MONUMENT  
80-02 TO ITS ADJUTANT MARKER 80-03A.

## LEGEND

- 1. IRON PILE (UNLESS NOTED OTHERWISE)
- 2. EXISTING
- 3. SET
- 4. IRON PIPE
- 5. IRON ROD
- 6. PERMANENT MONUMENT
- 7. RADIAL LINE
- 8. RECORDED MEASUREMENT
- 9. HOLE WITH CHISELED "X"
- 10. CENTERLINE
- 11. BUILDING LINE
- 12. UTILITY EASEMENT
- 13. DRAINAGE EASEMENT

## FLOOD PLAIN STATEMENT

PART OF THIS TRACT IS LOCATED WITHIN THE  
100-YEAR FLOOD PLAIN AS SHOWN BY THE  
CITY OF COLUMBIA FIRM PANEL #200330  
0002 D, DATED DECEMBER 15, 1991.

## NOTES

1. THIS PLAT CONFORMS TO THE ACCURACY STANDARDS FOR LAND SURVEYING AS SET FORTH BY MISSOURI STATUTE 293 CSR 2003-18-00023(A).
2. PERMANENT MONUMENTS ARE TO BE SET AFTER CONSTRUCTION.
3. ALL IRON ARE TO BE SET AFTER CONSTRUCTION UNLESS OTHERWISE NOTED.
4. ALL CURVE DIMENSIONS ARE ARC MEASUREMENTS UNLESS OTHERWISE NOTED AS CH. FOR CHORD DIMENSIONS.
5. RECORD TITLE INFORMATION FOR THIS PLAT WAS PROVIDED BY BOONE-CENTRAL TITLE COMPANY, COMMITMENT NUMBER CATHAL, DATED JUNE 18, 2003.
6. UTILITY AND DRAINAGE EASEMENTS ARE CENTERED ON THE LOT LINES UNLESS NOTED OTHERWISE.
7. FOR CURVE INFORMATION SEE THE CURVE TABLE ON SHEET 1 OF 3.
8. THE WEST QUARTER CORNER OF SEC. 31-48-12 AS SHOWN BY THE SURVEY RECORDED IN BOOK 303, PAGE 304 IS LOCATED IN LOT 338.

SURVEY AND PLAT BY  
JAMES R. JEFFRIES  
JULY 18, 2007  
JAMES R. JEFFRIES, L.S. 2000  
DATE

