



City of Columbia

701 East Broadway, Columbia, Missouri 65201

Department Source: Community Development - Planning

To: City Council

From: City Manager & Staff

Council Meeting Date: February 1, 2016

Re: Discovery Office Park North C-P - C-P Plan and Intergovernmental Cooperation Agreement(Case #15-203)

Executive Summary

Approval of the request will result in the approval of a C-P (Planned Business District) development plan, to be known as "Discovery Office Park North", that permits the construction of multiple office buildings, and the approval of an Intergovernmental Cooperation Agreement relating to the Discovery Park Transportation Development District (TDD).

Discussion

Columbia Civil Engineering Group (agent) on behalf of P1316, LLC (owner) is requesting approval of a C-P Development Plan on 5.02 acres of land, to be known as "Discovery Office Park North". The subject property is located at the northwest corner of Ponderosa Street and Philips Farm Road, and is also known as Lot 1 of Discovery Park Subdivision Plat 2-B. The subject site is part of Tract 9 of the Philips Farm annexation and zoning that was approved in April 2004. The development plan proposes the construction of a multi-building, single-story, office development, which is a permitted use in the C-P.

The Planning and Zoning Commission (PZC) considered this request at its meeting on January 7, 2016. Staff presented its report to the Commission, and the applicant gave an overview of the request. After limited discussion, the Planning and Zoning Commission voted (9-0) to recommend approval of the C-P plan. No one from the public spoke during the meeting.

The C-P plan has been reviewed by staff and meets all applicable subdivision and zoning regulations. The Planning and Zoning Commission memo, which includes locator maps, C-P plan, and design parameters, are attached for review.

In addition to the development plan approval, the applicant has submitted for approval an Intergovernmental Cooperation Agreement. The agreement is between the City and the Discovery Park TDD, which was established as a condition of annexation (per Ordinance #18043) of the development commonly known as Discovery Park. Under the original annexation and zoning ordinance, a development agreement detailing the mechanism of financing public improvements was required as a condition of the zoning on this and the other "planned" zoning lots in the development. The attached Intergovernmental Cooperation Agreement fulfills this requirement for this particular lot and the remaining planned-zone lots in Discovery Park. The agreement details the management of the TDD, the associated revenues to be collected, and the reimbursement of public improvement



City of Columbia

701 East Broadway, Columbia, Missouri 65201

costs from such revenues. The City's Legal Department has reviewed the agreement and recommends approval. A copy of the agreement is attached for review.

Fiscal Impact

Short-Term Impact: Limited short-term impact. All infrastructure extension will be at developer's expense.

Long-Term Impact: Long-term impact would include infrastructure maintenance and public safety services. Such increased costs may or may not be offset by increased property taxes and user fees.

Vision & Strategic Plan Impact

Vision Impacts:

Primary Impact: Development, Secondary Impact: Not Applicable, Tertiary Impact: Not Applicable

Strategic Plan Impacts:

Primary Impact: Infrastructure, Secondary Impact: Not Applicable, Tertiary Impact: Not Applicable

Comprehensive Plan Impacts:

Primary Impact: Land Use & Growth Management, Secondary Impact: Not applicable, Tertiary Impact: Not Applicable

Legislative History

Date	Action
9/2/2014	Ordinance #18043: Approved final plat of "Discovery Park Subdivision Plat 2-B"
11/4/2013	Resolution #225-13: Approved preliminary plat of "Discovery Park Subdivision"
4/19/2004	Ordinance #18043: Approved annexation, permanent zoning

Suggested Council Action

Approval of the "Discovery Office Park North" C-P Development Plan and its associated design parameters, and the Intergovernmental Cooperation Agreement.

Introduced by _____

First Reading _____

Second Reading _____

Ordinance No. _____

Council Bill No. B 22-16

AN ORDINANCE

approving the Discovery Office Park North C-P Plan; authorizing an intergovernmental cooperation agreement with Discovery Park Transportation Development District and P1316, LLC; 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 Discovery Office Park North C-P Plan, as certified and signed by the surveyor on October 2, 2015, for property located on the northwest corner of Ponderosa Street and Philips Farm Road. The design parameters set forth in "Exhibit A," which is attached to and made a part of this ordinance, shall be binding on the owners until such time as Council shall release such conditions on design and construction of the property and shall further be used as guidance by the Director of Community Development when considering any future revisions to the C-P Plan.

SECTION 2. The City Manager is hereby authorized to execute an intergovernmental cooperation agreement with Discovery Park Transportation Development District and P1316, LLC. The form and content of the agreement shall be substantially in the same form as set forth in "Exhibit B" attached hereto.

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

PASSED this _____ day of _____, 2016.

ATTEST:

City Clerk

Mayor and Presiding Officer

APPROVED AS TO FORM:

City Counselor



**City of Columbia
Planning Department**

701 E. Broadway, Columbia, MO
(573) 874-7239 planning@gocolumbiamo.com

Design Parameters Worksheet

For office use:

Case #:	Submission Date:	Planner Assigned:
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Please provide the following information:

1. The minimum distance between any building and any adjacent property line or street right-of-way.
25 feet
2. The minimum distance between the edge of any driveway, parking area, loading area, trash storage area and any adjacent property line or street right-of-way.
16 feet.
3. The maximum number of freestanding signs on the site, the maximum square footage of sign surface area and maximum height of each.
Signage will be per the city requirements and be submitted with final development plans
4. The minimum percentage of the site to be maintained in open space shown by the percent in landscaping and the percent left in existing vegetation. (not applicable to **M-R** districts)
Pervious area is 40%. Impervious is regulated by Ord. 18043 and outlined in the attached worksheets. Landscaping will comply with Ord. 29-25 and Chapter 12A of the City Code.
5. The maximum height and number of light poles and type of fixtures.
Lighting shall be 20' tall max., full cut-off fixtures. Number is estimated at 15 max., but will be in accordance with Ord. 29-30.1. A Photometric plot will be provided with the final constr. plans

INTERGOVERNMENTAL COOPERATION AGREEMENT
between the
CITY OF COLUMBIA, MISSOURI
and the
DISCOVERY PARK TRANSPORTATION DEVELOPMENT DISTRICT
and
P1316, LLC
dated as of
_____, 2015

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EXHIBITS

Exhibit A	Transportation Project
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INTERGOVERNMENTAL COOPERATION AGREEMENT

THIS INTERGOVERNMENTAL COOPERATION AGREEMENT (the “**Agreement**”) is made and entered into this _____, 201_ by and between the **City of Columbia, Missouri** (the “**City**”), a municipal corporation and political subdivision of the State of Missouri, and its successors in interest and assigns, the **Discovery Park Transportation Development District** (the “**District**”), a political subdivision of the State of Missouri, and **P1316, LLC**, a Missouri limited liability company (the “**Developer**”).

WITNESSETH:

WHEREAS, the District is a political subdivision of the State of Missouri, created and existing under the Missouri Transportation Development District Act, Sections 238.200 *et seq.* of the Revised Statutes of Missouri, as amended (the “**TDD Act**”), for the purpose of funding, promoting, planning, designing, constructing, improving, maintaining, and operating bridge, street, road, highway, access road, interchange, intersection, signing, signalization, parking lot, bus stop, station, garage, terminal, hangar, shelter, rest area, dock, wharf, lake or river port, airport, railroad, light rail, or other mass transit and any similar related improvement or infrastructure; and

WHEREAS, the City is a municipal corporation and political subdivision duly organized and existing under the laws of the State of Missouri and its charter and a local transportation authority as defined in the TDD Act; and

WHEREAS, the District was formed by the Developer pursuant to the TDD Act, by a petition (the “**Petition**”) filed with the Circuit Court of Boone County (the “**Circuit Court**”) seeking to form a transportation development district under the TDD Act and a Judgment Order and Decree entered by Hon. Gary Oxenhandler, Circuit Judge of the Circuit Court on October 3, 2013 (as defined herein, the “**TDD Order**”), for the purpose of paying costs (the “**Transportation Project Costs**”) to implement, maintain and operate the Transportation Project (as defined herein) to serve the District; and

WHEREAS, subject to and in accordance with the TDD Act, the Petition and the TDD Order, the Developer, as the owner of all real property in the District and the only qualified voter of the District, approved a sales tax not to exceed one percent (1%) (as defined herein, the “**TDD Sales Tax**”) on the receipts from the sale at retail of all tangible personal property or taxable services at retail within the District; and

WHEREAS, the City and the District are authorized under Section 238.260 of the TDD Act to enter into contracts in order for the City to assist the District in project funding, promotion, planning, design, right-of-way acquisition, relocation assistance services, construction, maintenance and operation; and

WHEREAS, the City, the Developer, and the District desire to provide for the planning, development, acquisition, construction, maintenance and financing of the Transportation Project to serve the District and the City, and

WHEREAS, pursuant to Ordinance No. _____ adopted by the City Council of the City on _____, 2015 (the “**TDD Ordinance**”) the City is authorized to enter into this Agreement to provide for the planning, development, acquisition, construction, maintenance and financing of the Transportation Project; and

WHEREAS, pursuant to a resolution adopted by the Board of Directors of the District on _____, 2015 (the “**TDD Resolution**”) the District is authorized to enter into this Agreement; and

WHEREAS, pursuant to the provisions of Section 238.227.4 of the TDD Act, the District and the City, in its capacity as the local transportation authority, are authorized to enter into a contract to provide for the deposit of all proceeds of the TDD Revenues into a special trust account to be used to fund the Transportation Project Costs (as defined herein), to pay District Administrative Costs (as defined herein) District Extraordinary Costs (as defined herein), City Administrative Costs (as defined herein), and to pay principal of and interest on TDD Obligations (as defined herein); and

WHEREAS, the parties to this Agreement desire to enter into an agreement to provide for the necessary highway and street improvements to serve the development and further provide a mechanism for the pledge of the TDD Revenues and the use of the same as provided herein;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties hereto agree as follows:

ARTICLE I

DEFINITIONS

Section 1.1. Definitions of Words and Terms. The words and terms as used in this Agreement and not otherwise defined in the Recitals or herein shall have the following meanings.

“**Agreement**” means this Intergovernmental Cooperation Agreement as from time to time amended in accordance with the terms hereof.

“**Business Day**” means any day other than a Saturday, Sunday or any other day in which banking institutions are required or authorized by law to close.

“**Circuit Court**” means the Circuit Court of Boone County.

“**City**” means the City of Columbia, Missouri, a municipal corporation and political subdivision duly organized and existing under the laws of the State of Missouri and its charter, and its successors in interest and assigns.

“**City Administrative Costs**” means extraordinary direct out-of-pocket expenses incurred by the City related to the performance of its obligations pursuant to this Agreement and permitted to be funded pursuant to the TDD Act up to an amount not in excess of \$50,000 in any single fiscal year, including without limitation the costs of outside legal counsel, financial advisors, Costs of Issuance to the extent not funded from the proceeds of TDD Obligations, costs of litigation and such other costs authorized as City Administrative Costs pursuant to the provisions of this Agreement.

“**City Representative**” means the Director of Public Works or his or her duly-authorized designee.

“**Commercial Development**” means the retail and commercial development, including land, buildings and improvements owned by the Owners within the District.

“**County**” means Boone County, Missouri.

“Developer” means P1316, LLC, and its successors in interest and assigns.

“District” means the Discovery Park Transportation Development District, which was established as a political subdivision of the State of Missouri pursuant to the Petition, the TDD Act and the TDD Order, and its successors in interest and assigns.

“District Administrative Costs” means overhead expenses of the District permitted to be funded pursuant to the TDD Act, including without limitation the following: (a) reimbursement of the board of directors of the District for actual expenditures in the performance of duties on the behalf of the District pursuant to Section 238.222 of the TDD Act; (b) expenses incurred in the exercise of the contractual powers of the District pursuant to Section 238.250 of the TDD Act; (c) the cost of insurance obtained by the District pursuant to Section 238.255 of the TDD Act; (d) the cost of any audit by the state auditor pursuant to Section 238.272 of the TDD Act or any other audit performed for the District; (e) expenses incurred by the District in the exercise of the powers granted under Section 238.252 of the TDD Act, which consist of compensation of employees or contractors, suits by or against the District, the purchase of personal property necessary or convenient for the District’s activities, and the collection and disbursement of funds for District activities; and (f) costs authorized as District Administrative Costs pursuant to the provisions of this Agreement.

“District Extraordinary Costs” means those costs of the District, other than District Formation Costs and District Administrative Costs, such as expenses associated with litigation and lobbying which in the reasonable judgment of the Board of Directors of the District and the City Council of the City are necessary for the ongoing operation of the District and the continued levy and collection of the TDD Revenues.

“District Formation Costs” means the costs incurred by the District to the date of this Agreement in connection with the formation and organization of the District and the approval of the TDD Sales Tax. District Formation Costs may include amounts incurred by the Owner in connection with the formation and organization of the District and the approval of the TDD Sales Tax and reimbursed by the District, provided all such costs reimbursed by the District shall be certified by the Owner by affidavit to have been actually expended and accompanied by documentation of such expenditures.

“District Representative” means the Executive Director of the District or such other person at the time designated to act on behalf of the District as evidenced by a written certificate furnished to the City containing the specimen signature of such person and signed on behalf of the District by the Chair of the Board of Directors of the District. Such certificate may designate an alternate or alternates, each of whom shall be entitled to perform all duties of the District Representative.

“Event of Default” means any Event of Default as described herein.

“Owners” means P1316, LLC, the Owners of all of the real property within the District, and each such entities successors in interest and assigns.

“Petition” means the petition filed with the Circuit Court seeking to form the District under the TDD Act.

“TDD Act” means the Missouri Transportation Development District Act, Sections 238.200 *et seq.* of the Revised Statutes of Missouri, as amended.

“TDD Issuance Costs” means all fees and expenses incurred in connection with the issuance of TDD Obligations, including those of the District’s financial advisors, the District’s legal counsel(s),

including bond counsel, if any, the costs of printing any TDD Obligations and any official statement relating thereto, underwriter's discount or placement agent's fee, if any, the fees and expenses of any trustee or paying agent, the costs of credit enhancement, if any, and the fees of any rating agency rating any TDD Obligations.

"TDD Obligations" means any bonds, notes, lease obligations or other evidence of indebtedness, issued or incurred by the District to pay Transportation Project Costs pursuant to the TDD Act and this Agreement.

"TDD Order" means the Judgment Order and Decree entered by Hon. Gary Oxenhandler, Circuit Judge of the Circuit Court on October 3, 2013 as the same may be amended from time to time, establishing the District as a transportation development district and political subdivision pursuant to the TDD Act.

"TDD Ordinance" means Ordinance No. _____ adopted by the City Council of the City on _____, 2015 authorizing the execution and delivery of this Agreement by the City.

"TDD Resolution" means the resolution adopted by the Board of Directors of the District on _____, 2015 authorizing the execution and delivery of this Agreement by the District.

"TDD Revenues" means all sales tax revenues deposited by the City (including investment earnings thereon) in the Discovery Park Transportation Development District Trust Fund, provided that such revenues do not include (i) any amount paid under protest until the protest is withdrawn or resolved against the taxpayer, and (ii) any sum received by the City which is the subject of a suit or other claim communicated to the City which suit or claim challenges the collection of such sum.

"TDD Sales Tax" means the sales tax not to exceed one percent (1%) imposed by the District on the receipts from the sale at retail of all tangible personal property or taxable services at retail within the District if such property and services are otherwise subject to sales tax under Missouri law.

"Transportation Project Costs" means all costs necessary or incidental to plan, acquire, finance, develop, design, construct and maintain the Transportation Project, including, without limitation, (a) costs of all estimates, studies, surveys, plans, drawings, reports, tests, specifications and other preliminary investigations of architects, appraisers, surveyors and engineers; (b) all professional service costs, including without limitation, architectural, engineering, legal, financial, planning or special services incurred; (c) costs of acquisition of right-of-way; (d) costs of demolition and clearing and grading of land; (e) costs of construction; (f) costs of maintaining, repairing and replacing the Transportation Project; and (g) costs of principal and interest on TDD Obligations, TDD Issuance Costs, capitalized interest on TDD Obligations and funding of debt service reserves or other reserves necessary to market the TDD Obligations.

"Transportation Project" means the improvements included in the TDD Project List attached as **Exhibit 1** and **Exhibit C** to the TDD Order. The City shall have no obligation to pay for or participate in the construction of a Transportation Project except as provided in this Agreement. The Transportation Project shall at all phases of the build out/construction of the project maintain a Level of Service "C" and shall satisfy all City and MoDOT requirements for adequate traffic circulation for the development at each stage of completion.

Section 1.2. Rules of Interpretation

(a) Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders. Unless the context indicates otherwise, words importing the singular number shall include the plural and vice versa, and words importing persons shall include firms, associations and corporations, including public bodies, as well as natural persons.

(b) All references in this Agreement to designated “*Articles*,” “*Sections*” and other subdivisions are, unless otherwise specified, to the designated Articles, Sections and subdivisions of this instrument as originally executed. The words “*herein*,” “*hereof*,” “*hereunder*” and other words of similar import refer to this Agreement as a whole and not to any particular Article, Section or other subdivision.

(c) Whenever an item or items are listed after the word “*including*,” such listing is not intended to be a listing that excludes items not listed.

ARTICLE II

REPRESENTATIONS

Section 2.1. Representations by the City. The City makes the following representations as the basis for the undertakings on its part herein contained:

(a) The City is a municipal corporation and political subdivision duly organized and existing under the laws of the State of Missouri and its charter.

(b) The City, acting in its capacity as a “local transportation authority” within the meaning of Section 238.202.1(4) of the TDD Act, has lawful power and authority to enter into this Agreement and to carry out its obligations hereunder. By proper action of its City Council, the City has been duly authorized to execute and deliver this Agreement, acting by and through its duly authorized officers.

(c) The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, and the performance of or compliance with the terms and conditions of this Agreement by the City will not conflict with or result in a breach of any of the terms, conditions or provisions of, or constitute a default under, any mortgage, deed of trust, lease or any other restriction or any agreement or instrument to which the City is a party or by which it or any of its property is bound, or any order, rule or regulation applicable to the City or any of its property of any court or governmental body, or result in the creation or imposition of any prohibited lien, charge or encumbrance of any nature whatsoever upon any of the property or assets of the City under the terms of any instrument or agreement to which the City is a party.

(d) No official or employee of the City has any conflicting interest, financial or otherwise, in the Transportation Project or in the transactions contemplated hereby.

(e) There is no litigation or proceeding pending or, to the City’s knowledge, threatened against the City affecting the right of the City to execute or deliver this Agreement or the ability of the City to comply with its obligations under this Agreement.

(f) For purposes of the City administering its Zoning Code on property within the District, the City shall consider this Agreement to be in satisfaction of the obligation of the Owner to execute a “development agreement” as contained in Ordinance 18043, specifically Paragraph 6 of Exhibit

D, Paragraph 6 of Exhibit E, Paragraph 6 of Exhibit F, Paragraph 6 of Exhibit G, and Paragraph C of Exhibit H thereof.

Section 2.2. Representations by the District. The District makes the following representations as the basis for the undertakings on its part herein contained:

(a) The District is a political subdivision, duly organized and existing under the laws of the State of Missouri.

(b) The District has lawful power and authority to enter into this Agreement and to carry out its obligations hereunder. By proper action of its Board of Directors, the District has been duly authorized to execute and deliver this Agreement, acting by and through its duly authorized officers.

(c) The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, and the performance of or compliance with the terms and conditions of this Agreement by the District will not conflict with or result in a breach of any of the terms, conditions or provisions of, or constitute a default under, any mortgage, deed of trust, lease or any other restriction or any agreement or instrument to which the District is a party or by which it or any of its property is bound, or any order, rule or regulation applicable to the District or any of its property of any court or governmental body, or result in the creation or imposition of any prohibited lien, charge or encumbrance of any nature whatsoever upon any of the property or assets of the District under the terms of any instrument or agreement to which the District is a party.

(d) The members of the Board of Directors and the officers of the District are all representatives of the Owner as required by Section 238.220.2(1) of the TDD Act. There is no litigation or proceeding pending or threatened against the District affecting the right of the District to execute or deliver this Agreement or the ability of the District to comply with its obligations under this Agreement.

Section 2.3. Representations by the Developer. The Developer makes the following representations as the basis for the undertakings on its part herein contained:

(a) The Developer is a limited liability company, duly organized and existing under the laws of the State of Missouri.

(b) The Developer has lawful power and authority to enter into this Agreement and to carry out its obligations hereunder. By proper action of its members the Developer has been duly authorized to execute and deliver this Agreement.

(c) The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, and the performance of or compliance with the terms and conditions of this Agreement by the Developer will not conflict with or result in a breach of any of the terms, conditions or provisions of, or constitute a default under, any mortgage, deed of trust, lease or any other restriction or any agreement or instrument to which the Developer is a party or by which it or any of its property is bound, or any order, rule or regulation applicable to the Developer or any of its property of any court or governmental body, or result in the creation or imposition of any prohibited lien, charge or encumbrance of any nature whatsoever upon any of the property or assets of the Developer under the terms of any instrument or agreement to which the Developer is a party.

(d) There is no litigation or proceeding pending or, to the Developer's knowledge, threatened against the Developer affecting the right of the Developer to execute or deliver this Agreement or the ability of the Developer to comply with its obligations under this Agreement.

ARTICLE III

TDD REVENUES

Section 3.1. Deposit of TDD Revenues. The Missouri Department of Revenue will collect the TDD Sales Tax and remit it to the District. The District shall deposit TDD Revenues into a special trust account established in the custody of the District designated as the “*TDD Revenues Fund – Discovery Park Transportation Development District*” (the “**TDD Revenues Fund**”) and apply such funds as described herein. The District shall invest any or all of the moneys deposited into the TDD Revenues Fund in accordance with applicable laws relating to investment of District funds in such investments as determined by the District, in its sole discretion. All interest earned upon the balance in the TDD Revenues Fund shall be credited to the TDD Revenues Fund. The District shall keep accurate records of the amount of Discovery Park TDD Revenues remitted to it and such records shall be open to the inspection of officers of the City.

Section 3.2. Application of TDD Revenues. On the first day (and if such day is not a Business Day, the next succeeding Business Day) of each calendar month during the term of this Agreement, the District will disburse the proceeds of the TDD Revenues on deposit in the TDD Revenues Fund as follows:

- (a) First, to reimburse the District Formation Costs and
- (b) Second, to the treasurer of the District for deposit in an operating account for payment of District Administrative Costs in an amount, which together with the prior transfer for the calendar year, will equal no more than \$50,000 less the amount on deposit in the operating account at the close of the preceding calendar year; and
- (c) Third, the remainder shall be disbursed, in the following order of priority:
 - (i) transfer to the general fund of the City the amount necessary to fully reimburse the City for payment of City Administrative Costs, if any;
 - (ii) transfer to the treasurer of the District the amount necessary to reimburse the District Extraordinary Costs, if any; and
 - (iii) payment of Transportation Project Costs and payment of the scheduled principal and interest on any TDD Obligations.
- (d) Fourth, after payment in full of the District Formation Costs, Transportation Project Costs, the TDD Obligations, the City Administrative Costs, the District Administrative Costs and the District Extraordinary Costs all remaining funds shall be transferred to a segregated account of the District designated as the *Discovery Park TDD Project Maintenance Fund*, which funds shall be utilized to provide reimbursement of costs incurred by the District in providing maintenance of Transportation Projects until such time the City has assumed responsibility for maintenance of any Transportation Project as provided in this Agreement. After the City has assumed responsibility for maintenance of any Transportation Project, the *Discovery Park TDD Project Maintenance Fund* and any funds therein shall be transferred to the City, who shall utilize such fund for similar maintenance purposes.

The District has adopted (or will adopt within 15 days after execution of this Agreement) a budget for its current Fiscal Year which appropriates the TDD Revenues collected during such Fiscal

Year for application as provided in this Section. The District hereby covenants and agrees that the officer of the District at any time charged with the responsibility of formulating budget proposals is hereby directed to include in the budget proposal submitted to the District Board of Directors for each Fiscal Year a request for an appropriation of the TDD Revenues collected during such Fiscal Year for deposit in the TDD Revenues Fund. The District shall promptly deliver to the City a copy of its annual budget.

In the event the District Board of Directors has failed to adopt a budget by the first day of each fiscal year, the District shall be deemed to have adopted a budget for such fiscal year which provides for application of the TDD Revenues collected in such fiscal year in accordance with the budget for the prior fiscal year.

Section 3.3. No Other Bonds or Uses of TDD Revenues. During the term of this Agreement the District shall not issue any indebtedness or obligations secured by the Discovery Park TDD Revenues (except for TDD Obligations) and shall not pledge or otherwise encumber the Discovery Park TDD Revenues except as provided in this Agreement.

Section 3.4. No Repeal or Reduction of Rate of TDD Sales Tax. The Developer and District covenant and agree each will not cause or seek to cause the District to repeal or reduce the rate of the TDD Sales Tax during the term of this Agreement.

Section 3.5. Termination of District. Upon determination by the District that the costs of the Transportation Project, including Transportation Project Costs, the District Formation Costs, the District Administrative Costs, the City Administrative Costs, the District Extraordinary Costs, and the TDD Obligations, have been paid in full, or that sufficient funds are on deposit in the TDD Revenues Fund such that such will be paid in full, and all Transportation Projects have been transferred to the State of Missouri or City, as may be applicable, the District shall provide written notice of the termination of the District (a “**Notice of Termination**”) to the City. The District shall then proceed to follow and comply with all provisions of the TDD Act necessary to abolish the District.

Section 3.6. Dedication of Transportation Project.

(a) To the extent TDD Sales Tax, other TDD Revenues, or other sources of funds are available, Developer and District agree to construct the Transportation Project.

(b) Upon completion and submission for dedication of the local portion of the Transportation Project relating to the City’s street system, the City shall proceed with the necessary steps for acceptance of such portions of such project intended for dedication to the City in accordance with the ordinances and regulations of the City and the City’s normal procedures for acceptance of such project

(c) The City shall have no obligation to accept any Transportation Project, or portion thereof, submitted for dedication to the City until the District provides lien waivers and any other documentation necessary to show that the District is able to transfer free and clear title to any Transportation Project, or portion thereof, free of all claims and encumbrances.

Section 3.7. Title to Transportation Project; Maintenance.

(b) Title to the State portion of the Transportation Project (as designated by the Commission) and all real estate (or interests therein) upon which the State portion of the Transportation Project is or will be located shall be vested in the name of the State of Missouri.

(c) Upon dedication and acceptance of a Transportation Project to and by the City, title to the local portion of the Transportation Project and all real estate (or interests therein) upon which the local portion of the Transportation Project is or will be located shall be vested in the name of the City.

(d) After acceptance of a Transportation Project dedicated to the City, the City shall at all times be responsible for the maintenance of such accepted Transportation Project.

Section 3.8. Limitation on Powers of the District.

(a) The District shall not be permitted to collect business license taxes on its own behalf or to charge and collect tolls or fees for the use of the Transportation Project.

(b) The District may not limit and control access from adjacent property to the Transportation Project.

(c) The District may exercise such other implied powers necessary or convenient for the District to accomplish its purposes which are not inconsistent with its express powers, but subject to this Agreement.

Section 3.9. Governmental Approvals. The parties agree to use their best efforts to cooperate with each other to obtain all necessary permits from and approvals by the City and the Commission in connection with the Transportation Project.

Section 3.10. Reimbursement of Owner for Transportation Project Costs. The District may reimburse Owner for any amounts incurred by Owner which would be a Transportation Project Cost if expended by the District, provided all such costs reimbursed by the District shall be certified by the Owner by affidavit to have been actually expended and accompanied by documentation of such expenditures. For purposes of Section 3.2 of this Agreement, such reimbursements to Owner shall be considered a TDD Obligation, but shall be subordinate to all other TDD Obligations. Transportation Projects **and Transportation Project Costs**, which are reimbursed by the District under this Section, shall comply with all applicable laws and regulations regarding the design and construction of public works by a political subdivision.

ARTICLE IV

COVENANTS REGARDING OPERATIONS OF THE DISTRICT

Section 4.1. Open Meetings and Records of the District. The District will comply with (i) Chapter 610 of the Revised Statutes of Missouri, as amended, as it pertains to political subdivisions such as the District and (ii) the Open Meetings and Records Policy adopted by the District in compliance therewith. The District will provide notice of the time, date and place of each meeting and the tentative agenda of such meeting as provided in its Open Meetings and Records Policy to the City.

Section 4.2. Records. The City covenants that it will keep proper books of record and account in which full, true and correct entries will be made of all dealings or transactions of or in relation to deposits and payments of the TDD Revenues in accordance with generally accepted accounting principles consistently applied.

Section 4.3. District Audit. The District will cause to be performed, at the District's expense, an annual audit of the District and will, within 180 days of the end of the District's fiscal year (i)

present such audit at a regular or special meeting at the District for approval by the District and (ii) send a copy of such audit to the City. The City shall cooperate with the District regarding performance of such audit by the City's auditors.

Section 4.4. District Budget. Not later than 60 days prior to the beginning of the District's fiscal year, the District will prepare or cause to be prepared, at the District's expense, an annual budget for the District and present such budget, following review and comment by the Director of Finance of the City, not later than December 31 at a meeting of the District's board of directors for approval by the District. The District hereby directs the officer of the District at any time charged with the responsibility of formulating the budget proposal to include in the budget proposal submitted to the District Board of Directors for each Fiscal Year a request for an appropriation of the Discovery Park TDD Revenues collected during such Fiscal Year for application as provided in this Agreement.

Section 4.5. City Advisory Member of the Board of Directors of the District. Though Board members are required to be representatives of the Owner pursuant to Section 238.220.2[1] RSMo, the District shall permit the City to appoint at least one advisor to its board of directors having the authority and rights set forth in Section 238.220.4 of the TDD Act.

ARTICLE V

DEFAULTS AND REMEDIES

Section 5.1. Remedies on Default. Unless performance is waived by the party for whose benefit a condition or obligation is intended, if any party to this Agreement fails to satisfy its obligations under this Agreement, the non-defaulting party may, then or at any time thereafter, and while such default continues, take any one or more of the following actions:

(a) by mandamus or other suit, action or proceedings at law or in equity, to enforce its rights against the defaulting party and their officers, agents and employees, and to require and compel duties and obligations required by the provisions of this Agreement; or

(b) take any other action at law or in equity to enforce this Agreement;

provided that in no event shall the City shall have any liability in damages, costs (including attorneys' fees) or any other monetary liability to Owner or District or any affiliate of Owner or District, any person claiming through Owner or District, or to their respective successors, assigns, heirs and personal representatives in respect of any suit, claim, or cause of action arising out of this Agreement or any of the actions or transactions contemplated herein.

Section 5.2. Rights and Remedies Cumulative. The rights and remedies reserved hereunder and those provided by law shall be construed as cumulative and continuing rights. Not one of them shall be exhausted by the exercise thereof on one or more occasions. The City and the District shall each be entitled to specific performance and injunctive or other equitable relief for any breach or threatened breach of any of the provisions of this Agreement, notwithstanding availability of an adequate remedy at law, and each party hereby waives the right to raise such defense in any proceeding in equity.

Section 5.3. Waiver of Breach. No waiver of any breach of any covenant or agreement herein contained shall operate as a waiver of any subsequent breach of the same covenant or agreement or as a waiver of any breach of any other covenant or agreement, and in case of a breach by the District of any covenant, agreement or undertaking by the District, the City may nevertheless accept from the District any payment or payments hereunder without in any way waiving the City's right to exercise any

of its rights and remedies as provided herein with respect to any such default or defaults of the District which were in existence at the time when such payment or payments were accepted by the City.

ARTICLE VI

MISCELLANEOUS PROVISIONS

Section 6.1. Actions Contesting the Validity and Enforceability of the TDD Revenues. In the event a third party brings an action against the District or the District's officials, agents, employees or representatives contesting the formation of the District, or the validity or legality of the TDD Sales Tax, or this Agreement, the City may, at its option, assume the defense of such claim or action with counsel of the City's choosing. The parties expressly agree that so long as no conflicts of interest exist between them with regard to the handling of such litigation, the same attorney or attorneys may simultaneously represent the City and the District in any such proceeding; provided, the District and its counsel shall consult with the City throughout the course of any such action and the District shall pay all reasonable and necessary costs incurred by the City in connection with such action as District Extraordinary Costs. All cost of any such defense, incurred by the City, shall be deemed to be City Administrative Costs.

Section 6.2. Notices. All notices or other communications required or desired to be given hereunder shall be in writing and shall be deemed duly given when mailed by first class, registered or certified mail, postage prepaid, addressed as follows:

To the City:

City of Columbia, Missouri
Finance Department
701 East Broadway
Columbia, MO 65201
Attention: Finance Director

with a copy to:
City of Columbia, Missouri
Law Department
701 East Broadway
Columbia, MO 65201
Attn: City Counselor

To the District:

Discovery Park Transportation Development District

Columbia, MO 65203
Attention: Chairman of the Board of Directors

with a copy to:

To the Developer:

P1316, LLC

with a copy to:

All notices given by first class, certified or registered mail as aforesaid shall be deemed duly given as of the date they are so mailed. A duplicate copy of each notice or other communication given hereunder by any party hereto shall also be given to the other parties. The City and the District may from time to time designate, by notice given hereunder to the other such parties, another address to which subsequent notices or other communications shall be sent.

Section 6.3. Immunity of Officers, Employees and Members of the City and the District.

No recourse shall be had for the payment of the principal of or premium or interest on any TDD Obligations or for any claim based thereon or upon any representation, obligation, covenant or agreement in this Agreement contained against any past, present or future officer, member, employee, director or agent of the City or the District, or, respectively, of any successor public or private corporation thereto, as such, either directly or through the City or the District, or respectively, any successor public or private corporation thereto, under any rule of law or equity, statute or constitution or by the enforcement of any assessment or penalty or otherwise, and all such liability of any such officers, members, employees, directors or agents as such is hereby expressly waived and released as a condition of and consideration for the execution of this Agreement.

Section 6.4. Hold Harmless. Any party constructing or who has constructed a Transportation Project, at its sole cost and expense, hereby agrees to indemnify, protect, release, defend (with counsel acceptable to the City) and hold harmless the City, its municipal officials, elected officials, boards, commissions, officers, employees, attorneys, and agents from and against any and all causes of action, claims, demands, all contractual damages and losses, economic damages and losses, all other damages and losses, liabilities, fines, charges, penalties, administrative and judicial proceedings and orders, judgments, remedial actions of any kind, and all costs and expenses of any kind, including, without limitation, reasonable attorney's fees and costs of defense, arising out of either such party's breach of this Agreement, violation of any law or regulation governing the construction of public works by a political subdivision or any action or inaction of such party, its agents, representatives, employees, contractors, subcontractors or any other person for whose acts such party may be liable, which results in injury to any third party, except to the extent such injury arises from or is caused by the sole or gross negligence or willful misconduct of the City, its elected officials, officers, employees, agents or contractors. The indemnification, duty to defend and hold harmless obligations set forth in this Section shall survive for a period of five (5) years from the date of City acceptance of such Transportation Project.

Section 6.5. Amendments. This Agreement may be amended from time to time by the mutual agreement of the Board of Directors of the District and the City Council of the City and Owner.

Section 6.6. Assignment. Except as provided herein hereof, this Agreement may be assigned only with the prior written consent of the non-assigning parties.

Section 6.7. Severability. If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 6.8. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Missouri. In interpreting this Agreement, the provisions of the TDD Act shall prevail over any conflicting provisions of other Missouri laws.

Section 6.9. Effective Date; Termination Date. This Agreement shall be in effect from and after its execution by the parties hereto and shall remain in effect until abolishment of the District pursuant to the TDD Act and the provisions hereof.

Section 6.10. Execution in Counterparts. This Agreement may be executed simultaneously in several counterparts, each of which shall be deemed to be an original and all of which shall constitute but one and the same instrument.

[The remainder of this page left intentionally blank. Signature pages follow]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers or officials.

Executed by the City on _____, 2015.

CITY OF COLUMBIA, MISSOURI

By _____
Name: Mike Matthes
Title: City Manager

ATTEST:

Name: Sheela Amin
Title: City Clerk

APPROVED AS TO FORM:

Name: Nancy Thompson
Title: City Counselor

Executed by the District on _____, 2015.

**DISCOVERY PARK
TRANSPORTATION DEVELOPMENT
DISTRICT**

By _____
Name:
Title:

ATTEST:

Name:
Title:

Executed by the Developer on _____, 2015.

P1316, LLC

By _____
Name:
Title:

ATTEST:

Name:
Title:

ACKNOWLEDGMENT

STATE OF MISSOURI)
) SS.
COUNTY OF BOONE)

On this _____, 2015, before me appeared City Manager 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**, a municipal corporation and political subdivision organized and existing under the laws of the State of Missouri, and that said instrument was signed in behalf of said City by authority of its City Council and said individual acknowledged said instrument to be the free act and deed of said City.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

Notary Public - State of Missouri

(SEAL)

My commission expires: _____.

ACKNOWLEDGMENT

STATE OF MISSOURI)
) SS.
COUNTY OF BOONE)

On this _____, 2015, before me appeared _____, to me personally known, who being by me duly sworn, did say that (s)he is the _____ of the **DISCOVERY PARK TRANSPORTATION DEVELOPMENT DISTRICT**, a political subdivision organized and existing under the laws of the State of Missouri, and that said instrument was signed in behalf of said District by authority of its Board of Directors and said individual acknowledged said instrument to be the free act and deed of said District.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

Notary Public - State of Missouri

(SEAL)

My commission expires: _____

ACKNOWLEDGMENT

STATE OF MISSOURI)
) SS.
COUNTY OF BOONE)

On this _____, 2015, before me appeared _____ (name of manager or member), to me personally known, who being by me duly sworn, did say that (s)he is the _____ of **P1316, LLC**, a Missouri limited liability company, and that said instrument was signed in behalf of said limited liability company by authority of its members and said individual acknowledged said instrument to be the free act and deed of said company.

IN TESTIMONY WHEREOF, I have hereunto affixed my hand and notarial seal at my office in the State and County aforesaid, on the day and year hereinabove first written.

Notary Public - State of Missouri

(SEAL)

My commission expires: _____

EXHIBIT 1

TRANSPORTATION PROJECT (Exhibit C to TDD Order)

**EXHIBIT C
TO
JUDGMENT, ORDER, AND DECREE
GRANTING PETITION FOR THE FORMATION OF
DISCOVERY PARK TRANSPORTATION DEVELOPMENT DISTRICT
P1316 LLC, PETITIONER, AND MISSOURI HIGHWAYS AND
TRANSPORTATION COMMISSION,
AND THE CITY OF COLUMBIA, RESPONDENTS**

Transportation Projects to be Constructed by the District

- | <u>Item No.</u> | <u>Description</u> |
|-----------------|---|
| 1. | Construction of Discovery Park Connector, which is a new access road that will run from the West side of Discovery Parkway, in a general Northerly direction through Discovery Park Subdivision Plat 1, and then connect to Ponderosa Street, and will also run from the South side of Discovery Parkway, in a general Southerly direction through the Discovery Park Subdivision located on the South side of Discovery Parkway. |
| 2. | Construction of a new public street (currently unnamed and being called Public Street #1), which is a new access road that is located on the North side of Discovery Park Connector, and will connect to Discovery Park Connector at both ends of the street. |
| 3. | Construction of a new public street (currently unnamed and being called Public Street #2), which is a new access road that is located on the North side of Discovery Parkway and Discovery Park Connector, and will connect to Discovery Parkway on the West end, and connect to Discovery Park Connector on the East end. |
| 4. | Construction of two traffic circles along Discovery Park Connector. |
| 5. | Construction of surface water drainage collection facilities for surface water drainage from streets, roads, sidewalks, and parking lots surrounding and within the District; |
| 6. | Payment for traffic studies and traffic impact studies required in order to complete the documentation necessary for the improvements set forth herein, subsequent to the formation of the District and approval of the improvements by the local transportation authority; |

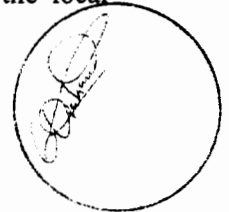


EXHIBIT C
TO JUDGMENT, ORDER, AND DECREE
(continued)

- | Item No. | Description |
|----------|--|
| 7. | Payment for costs expended in connection with the design of the above-described improvements, subsequent to the formation of the District and approval of the improvements by the local transportation authority; |
| 8. | Construction of a 12" C900 PVC water main from the existing terminus at Nifong Park along Ponderosa Street, Discovery Park Connector, and Discovery Parkway to the existing terminus at the Regional Catholic High School, totaling approximately 6,300 feet, and related appurtenances; said construction is an "authorized project" under Section 238.202.1(5), RSMo., as it is a related improvement due to alleviating the necessity of removing and replacing said roads in the future to install improvements to underground water lines along said roads. |
| 9. | Construction of surface water drainage structures made reasonably necessary by the improvements described above, including all environmental protection measures required in order to avoid environmental damage as a result of surface water drainage from roads, roadway ditches, drives, transportation improvements, and other related structures and improvements, including mitigation costs, retaining walls, channel preservation devices, bio swale detentions, abutments, pipes, and related structures; |
| 10. | Payments required in order to acquire rights, permits, or necessary easements for the construction of the above-referenced improvements and Projects, subsequent to the formation of the District and approval of the improvements by the local transportation authority; |
| 11. | Upgrading and improving traffic surveillance control equipment, computerized signal systems and motorists information systems to provide an integrated traffic control system which signal inter-connect to provide for better traffic progression where Discovery Parkway will intersect with Discovery Park Connector; |
| 12. | Payments for the acquisition of necessary rights-of-way easements, aesthetic improvements, signage, traffic signals, and specialty lighting reasonably required in order to construct and implement the projects described above, subsequent to the formation of the District and approval of the improvements by the local transportation authority; |



EXHIBIT C
TO JUDGMENT, ORDER, AND DECREE
(continued)

- | Item No. | Description |
|----------|---|
| 13. | Construction of additional traffic related improvements, including sidewalks, pedways, traffic signals, traffic islands, median improvements, and turn lanes adjacent to and within the District; |
| 14. | Acquisition of rights of way and construction of curb cuts and other access points around the perimeter of the District and adjacent to Ponderosa Street, Discovery Park Connector, Discovery Parkway, Public Street #1, and Public Street #2; |
| 15. | Payment of necessary civil engineering fees, professional fees, permit costs, and costs of obtaining federal and state licenses and permits reasonably required for the construction of the projects described herein; |
| 16. | Payment of all other professional fees, licenses, and costs reasonably related to and authorized by the Board of Directors of the District to be paid in connection with the construction of the foregoing improvements, as well as the establishment and operation of the District, and as permitted by the Act; |
| 17. | Construction of improvements to Ponderosa Street running from the North line of Lot 1, then moving in a Southeasterly direction along the boundary line of Discovery Park Subdivision Plat 1; |
| 18. | Payment to Ameren UE for natural gas lines within the right-of-way of Ponderosa Street, Discovery Parkway, Discovery Park Connector, Public Street #1, and Public Street #2; |
| 19. | Construction of an access entrance roadway to the A. Perry Phillips Park from Ponderosa Street; |
| 20. | Construction of a roadway connecting the access entrances of the A. Perry Phillips Park; |
| 21. | Payments to Missouri Department of Natural Resources and the Army Corps of Engineers required in order to acquire permits for off-site mitigation of wetlands; |
| 22. | Construction of an extension and improvements to Discovery Parkway, such that it will connect to Rolling Hills Road. |
| 23. | Construction of an extension and improvements to East Gans Road, such that it will connect to Providence Road. |



SUPPORTING
DOCUMENTS FOR
THIS AGENDA ITEM

**AGENDA REPORT
PLANNING AND ZONING COMMISSION MEETING
January 7, 2015**

SUMMARY

A request by Columbia Civil Engineering Group (agent) on behalf of P1316, LLC (owner) for a C-P (Planned Business District) Development Plan on 5.02 acres of land, to be known as "Discovery Office Park North". The subject property is located at the northwest corner of Ponderosa Street and Philips Farm Road, and is also known as Lot 1 of Discovery Park Subdivision Plat 2-B. (**Case #15-203**)

DISCUSSION

The applicant is seeking to develop the property located at the northwest corner of Ponderosa and Philips Farm Road. The proposed development will include Lot 1 of Discovery Park Subdivision Plat 2-B, which is 5.02 acres in size and is currently zoned C-P. The subject site is part of Tract 9 of the Philips Farm annexation and zoning that was approved in April 2004.

The development plan proposes the construction of a multi-building, single-story, office development, which is a permitted use in the C-P. Four buildings at 11,375 ft² each (for a maximum of a 45,500 ft² building footprint for the site) are distributed on the property. Three of the buildings are arranged along the west and north sides of the property, with the fourth building located in the southeast corner of the lot, across from the intersection of Ponderosa and Philips Farm. All buildings are oriented internally and face the required parking area. The buildings are oriented to shield the surrounding properties (Philips Park to the west and a mobile home park to the north) from direct view of the parking lots and their associated parking lot lighting to a degree. Access to the site will be from Philips Farm Road to the south, with driveways aligned with the development across from the site, which is a similar development known as Discovery Office Park South.

The site plan also includes two pedestrian access points from the public sidewalk into the development – one in the northeast part of the lot, and one in the southeast. Landscaping is provided throughout the development, providing shade trees within the parking lot and along the areas of the lot adjacent to right of way, providing an attractive aesthetic for the site. As the property abuts residentially zoned property to the north and to the west, landscaping is required that provides screening at 80% opacity year round, which is provided by evergreen trees spaced at a distance to achieve the required opacity within 4 years. Concerning parking, the site is currently providing the amount of parking needed for medical offices (at a ratio of 1 space/200 ft² vs 1/300 ft² for general office) in order to accommodate the use if needed.

Per the 2004 Statement of Intent (SOI), Tract 9 (in which the subject property is located) was permitted a maximum of 65% percent or 15.01 acres of impervious area. This development falls within the allotted amount of impervious surface, with the percentage of impervious surface on this specific lot at 60%, and leaves a remainder of allowed impervious surface for Tract 9 at 3.97 acres, which can be apportioned to other certain tracts within the Discover Park development.

Overall, the development of the site with one story buildings, and their use as offices, represents a reasonably compatible land use in proximity to the residential property to the north, and a City park to the west. Per the SOI, all uses within the C-3 district are allowed on the subject property, and so the proposed office use (medical and/or general) represents a very appropriate land use in this context, more so than other commercial uses that would have also been permitted. The required landscaping will soften the appearance of the development, primarily from the north and west, and generally creates an attractive development.

Staff has reviewed the proposed C-P development plan and finds that it meets the technical requirements of the C-P District and the SOI provisions for this development tract as established per Ordinance 18043. Staff notes that this project was previously delayed as the applicant and the City finalized a development agreement that was required by the ordinance that annexed and permanently zoned the area generally known as Discovery Park. The City's Law Department has reviewed and approved the agreement, and it will be forwarded to City Council for approval concurrently with this project. The issues addressed within the development agreement do not directly affect the Planning and Zoning Commission's action on the C-P development plan, but are provided for informational purposes.

RECOMMENDATION

Approval of the "Discovery Office Park North" C-P Development Plan and the associated design parameters.

SUPPORTING DOCUMENTS (ATTACHED)

- Locator maps
- "Discovery Office Park North" C-P Development Plan
- Design parameters

SITE CHARACTERISTICS

Area (acres)	5.02
Topography	Gently sloping to west toward lake
Vegetation/Landscaping	None. Site has been mass graded
Watershed/Drainage	Clear Creek
Existing structures	None

HISTORY

Annexation date	2004
Zoning District	C-P
Land Use Plan designation	Commercial District/Sensitive Area
Previous Subdivision/Legal Lot Status	Legally platted as Lot 1, Discovery Park Plat 2-B

UTILITIES & SERVICES

Sanitary Sewer	City of Columbia
Water	City Water & Light
Fire Protection	CFD
Electric	City Water & Light

ACCESS

Ponderosa Street	
Location	East side of site
Major Roadway Plan	Major Collector (improved & City-maintained), requiring 66-76' of ROW. No additional ROW required.
CIP projects	None
Sidewalk	Existing 5' SW

Philips Farm Road	
Location	South side of site
Major Roadway Plan	Neighborhood Collector (improved & City-maintained), 100' ROW provided. No additional ROW required.
CIP projects	None
Sidewalk	Existing 8'

PARKS & RECREATION

Neighborhood Parks	A Perry Philips Park (immediately west)
Trails Plan	No trails planned adjacent to site.
Bicycle/Pedestrian Plan	None identified adjacent to site

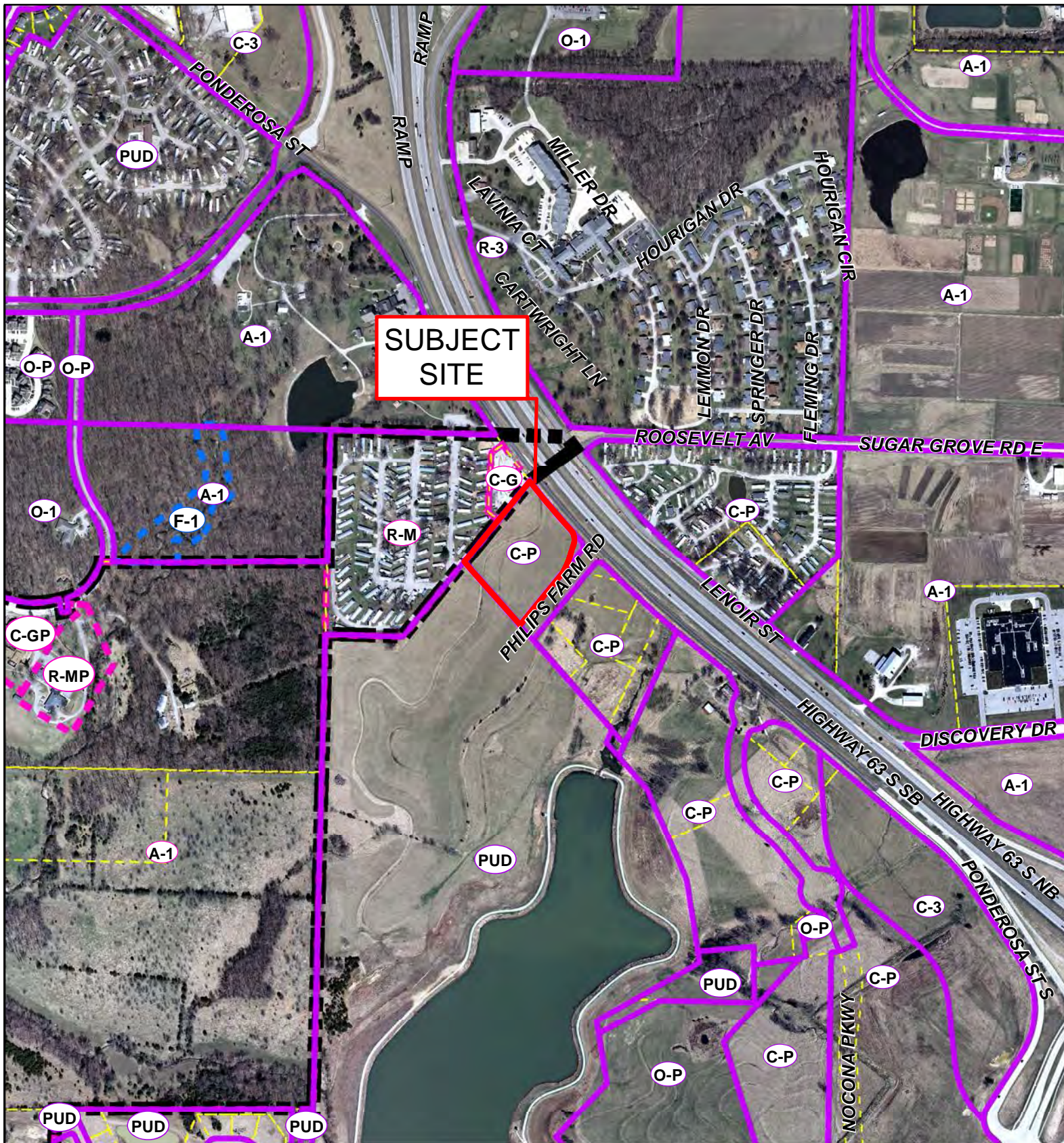
PUBLIC NOTIFICATION

All property owners within 200 feet and City-recognized neighborhood associations within 1,000 feet of the boundaries of the subject property were notified of a public information meeting, which was held on September 15, 2015.

Public information meeting recap	Number of attendees: 1 (includes applicant) Comments/concerns: None
Notified neighborhood association(s)	Lenoir Woods Neighborhood Association
Correspondence received	None at time of report.

Report prepared by Clint Smith

Approved by Patrick Zenner



15-203 Discovery Office Park North C-P Plan



City of Columbia Zoning

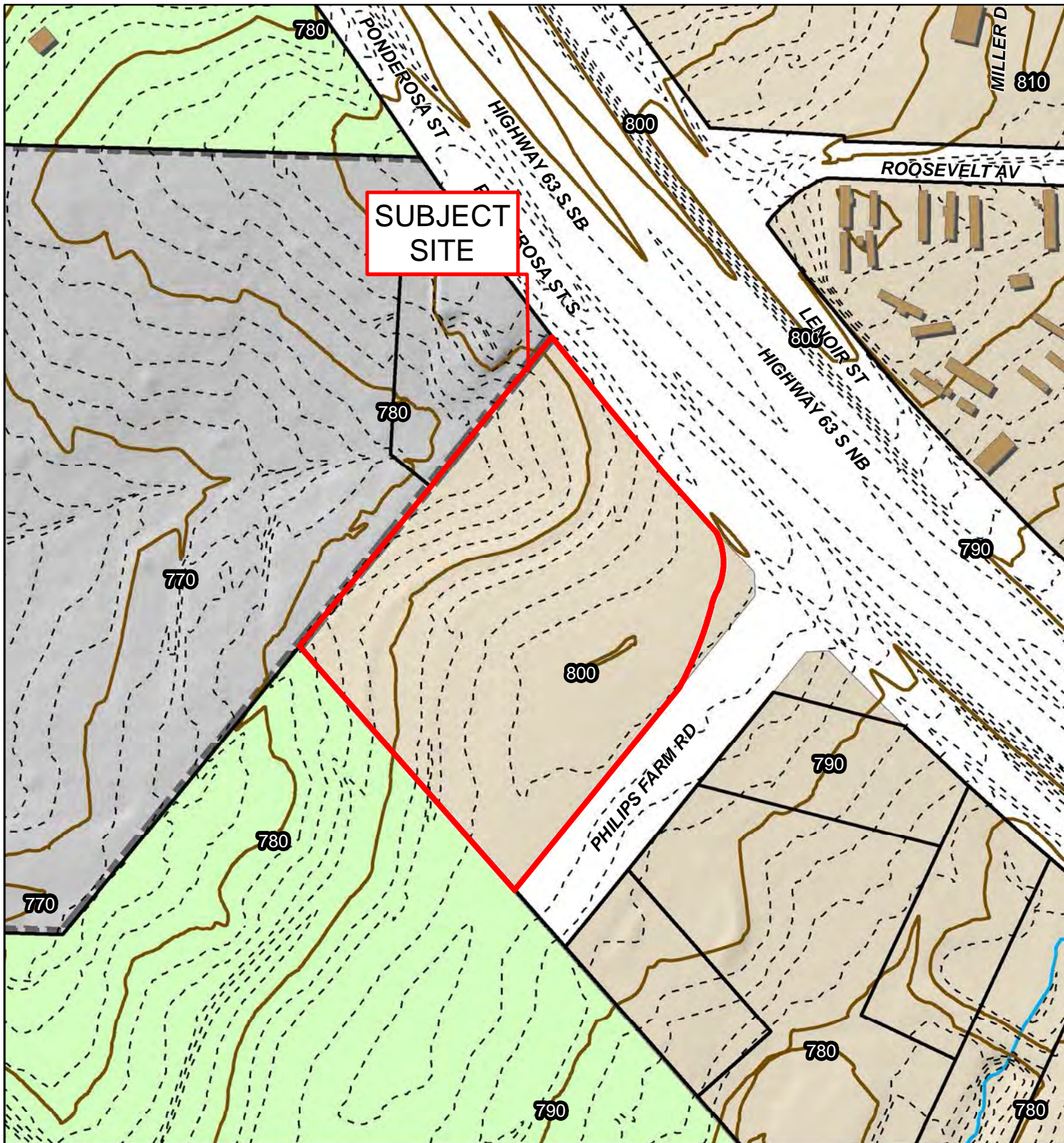
100-Year Flood Plain



Boone County Zoning

Parcels



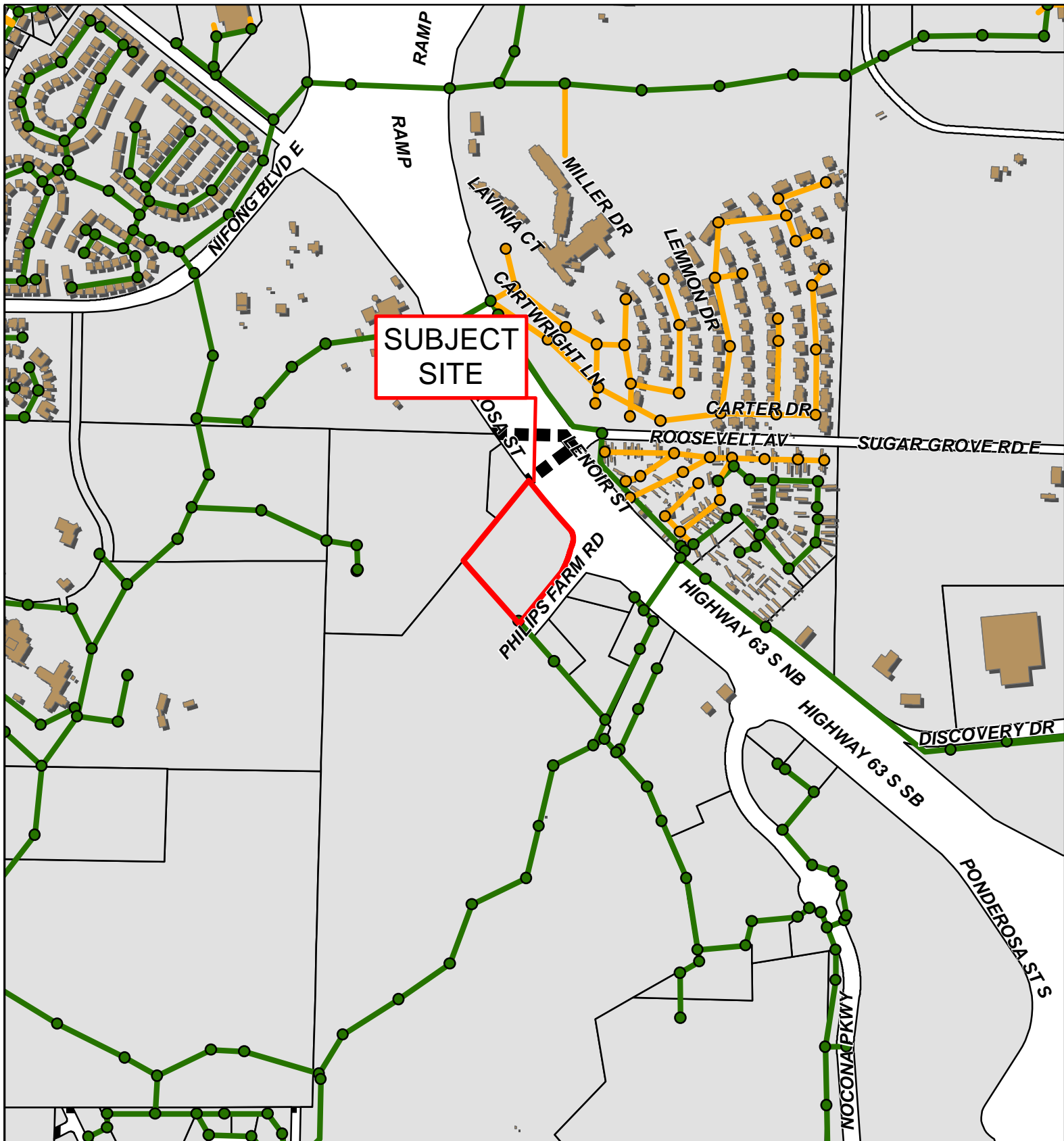


15-203 Discovery Office Park North C-P Plan



- 10 Foot Contour Lines
- 2 Foot Contour Lines
- Parcels
- Building Footprint





SUBJECT
SITE

15-203 Discovery Office Park North C-P Plan



- City Sanitary Structure
- Private Sanitary Structure
- City Sanitary Line
- Private Sanitary Line
- Building Footprint
- Parcels

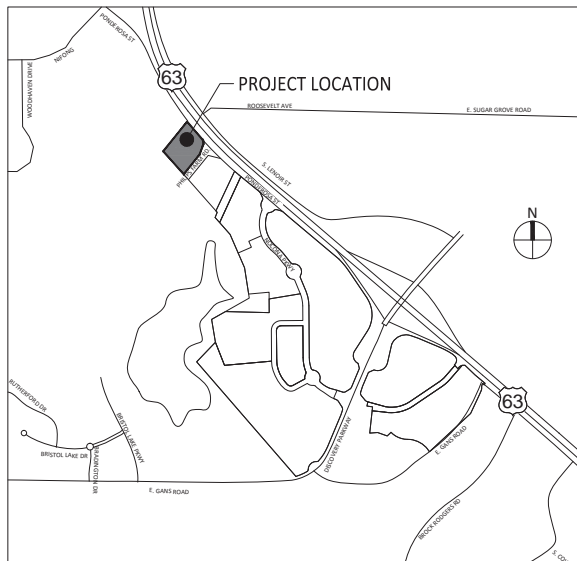


CP PLAN FOR DISCOVERY OFFICE PARK NORTH

LOCATED IN SECTION 32, TOWNSHIP 48N, RANGE 12W
BOONE COUNTY, MISSOURI
AUGUST, 2015

△

Project Location Map



Index of Drawings

SHEET NUMBER	SHEET TITLE
X0.1	COVER SHEET
X0.2	ABBREVIATIONS & NOTES
C1.0	CP PLAN DEVELOPMENT - OVERALL
C1.1	CP PLAN - LOT 1
C1.2	CP PLAN - LOT 1

APPROVED BY THE PLANNING AND ZONING COMMISSION THIS
DAY OF _____ 2015.

△ STEPHEN REICHLIN - CHAIRMAN

ACCEPTED BY ORDINANCE OF THE CITY COUNCIL OF COLUMBIA
MISSOURI THIS _____ DAY OF _____ 2015.

ROBERT MCDAVID - MAYOR

SHEELA AMIN - CITY CLERK

I HEREBY CERTIFY THAT THIS ENGINEERING DOCUMENT WAS PREPARED
BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY
LICENSED PROFESSIONAL ENGINEER IN THE STATE OF MISSOURI.

MICHAEL M. HALL, P.E.
MO #59044
EXPIRES 12-31-15

Michael M.
Hall, P.E.
Set No:

Digitally signed by Michael M. Hall, P.E.
DN: cn=Michael M. Hall, P.E., o=Columbia
Civil Engineering Group, ou,
email=mmhall@columbiacivilengineering
g.com, c=US
Date: 2015.10.02 14:13:53 -05'00'

Project Number: 112003-1-423; CITY OF COLUMBIA #15-203 △

COLUMBIA
Civil Engineering Group

MISSOURI ENGINEERING CORPORATION NUMBER 2013000149, EXPIRES 12-31-2015
Columbia Civil Engineering Group, LLC 3301 Berrywood Drive, Suite 103 Columbia, MO 65201
Phone (573) 999-7821

10/2/15

X0.1

Note: See the National CAD Standard for Abbreviations not included Below

OE	Outside Dimension
OH	Overhead Electric
OP	Point of Curvature
PI	Point of Intersection
PL	Property Line
PT	Power Pole
PT	Point of Tangency
PC	Polymethyl Chloride (Plastic)
PCC	Portland Concrete (Pavement)
R	Radius
RB/RD	Reinforced Concrete Box/Pipe
RD	Road Drain
RI	Right
RIW	Right of Way
SN	Sanitary
IS	International System of Units
SO	Side Opening
SW	Sidewalk
ST	Station
STM	Stream
TBM	Temporary Benchmark
TEL	Telephone
TEC	Temporary Construction Easement
TOP	Top of Curvature
TOT	Top of Footing
TOW	Typical
UE	Underground Electric/Fiber
UL	Underdrains/Laboratories
UN	Unless Noted Otherwise
VC	Vertical Curve
VCI	Vertical Curve
VPC	Vertical Point of Curvature
VPI	Vertical Point of Intersection
VPT	Vertical Point of Tangency
WW/WM	Waste Water
WS	Wheel Stop
WLF	Welded Wire Fabric

APPROVED BY THE PLANNING AND ZONING COMMISSION THIS _____ DAY OF _____ 2015

ACCEPTED BY ORDINANCE OF THE CITY COUNCIL OF COLUMBIA
MISSOURI THIS _____ DAY OF _____ 2015

ROBERT MCDAVID – MAYOR

SHEELA AMIN - CITY CLERK

OWNER:
P1318, LLC
3315 BERRYWOOD SUITE 101
COLUMBIA, MISSOURI 65201
573-449-9902

DEVELOPER:
TRITTENBACH DEVELOPMENT
3301 BERRYWOOD, SUITE 10
COLUMBIA, MISSOURI 65201
573-449-9902

THIS TRACT IS NOT LOCATED WITHIN THE 100-YEAR FLOOD PLAIN
AS SHOWN BY FLOOD INSURANCE RATE MAP #290019C0950 DATED
MARCH 17, 2011.

1. ALL TOPOGRAPHY SHOWN ON THESE DRAWINGS IS FROM LIDA INFORMATION OBTAINED FROM BOONE COUNTY RESOURCE MANAGEMENT AND FIELD SURVEYS.

- ZONING C-F

DNR GRS ALUMINUM DISK STAMPED BO-15. IN A 12" CONCRETE MONUMENT. FROM THE INTERSECTION OF PONDEROSA STREET AND GRINDSTONE PARKWAY (MISSOURI ROUTE 4C) GO SOUTHEAST ON

PONDEROSA STREET 0.86 MILES, 16° NORTHWEST OF A STEEL T-POST, 32.5° SOUTHWEST OF PONDEROSA STREET, 15.9° NORTHWEST OF A STEEL T-POST, 11.1° NORTH OF A CARSONITE WITNESS POST AT A FENCE AND 9.9° NORTHEAST OF A NAIL AND SHINER IN A FENCE POST. ELEVATION = 799.74'.

DNR 98 ALUMINUM DISK STAMPED 80-14 IN A 12" CONCRETE MONUMENT. STATION IS LOCATED AT THE M&A OIL COMPANY'S HEADQUARTERS, 32 FEET SOUTH OF THE SOUTH EDGE OF DIVISION LANE, STADIUM BOULEVARD, 22.5° SOUTHWEST OF THE END OF CURB, 105 FEET WEST OF THE CENTER OF SOUTH POINT DRIVE AND 34.5° NORTH-NORTHWEST OF A CARSONITE WITNESS POST AT A RIGHT-OF-WAY MARKER. ELEVATION = 751.61'.

- 34.5° NORTH-NORTHWEST OF A CARSONITE WISSNET POST AT A RIGHT-OF-WAY MARKER. ELEVATION = 751.61'.
- TOP OF CITY OF COLUMBIA SANITARY MANHOLE 7034 = 790.18
(ADJUSTED WITH TPO IMPROVEMENTS)
- TOP OF CITY OF COLUMBIA SANITARY MANHOLE 7033 = 789.27
(ADJUSTED WITH TPO IMPROVEMENTS)
- TOP OF CITY OF COLUMBIA SANITARY MANHOLE 7032 = 773.66
(ADJUSTED WITH TPO IMPROVEMENTS)
- TOP OF CITY OF COLUMBIA SANITARY MANHOLE 7027 = 777.97
(ADJUSTED WITH TPO IMPROVEMENTS)
- TOP OF CITY OF COLUMBIA SANITARY MANHOLE 7035 = 791.64
(ADJUSTED WITH TPO IMPROVEMENTS)

LOCATES:

LOCATES: MISSOURI ONE CALL SYSTEM
1022 B NORTHEAST DRIVE
JEFFERSON CITY, MO 65109
1-800-344-7483

SEWER:	CITY OF COLUMBIA 701 E. BROADWAY COLUMBIA, MO 65201 ALLISON ANDERSON (573) 874-7250	WATER:	COLUMBIA WATER & 701 E. BROADWAY COLUMBIA, MO 65201 DONNIE NICHOLSON (573) 874-7315
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GAS: AMEREN UE
3301 LEMONE IND. BLVD.
COLUMBIA, MO 65201
BRUCE DARR
573-876-3030
S. 890. 610. 3663

ELECTRIC: COLUMBIA WATER &
701 E. BROADWAY
COLUMBIA, MO 65201
JONI TROYER
(573) 874-7321

CATV:	MEDIACOM	TELEPHONE: CENTURYLINK
	1211 WILKES BLVD	625 CHERRY STREET
	COLUMBIA, MO 65201	COLUMBIA, MO 65201
	JIMMY RUNYON	DON WILSON
	(573) 443-1535	(573) 886-3500
	(855) 633-4226	(573) 886-3336

EXISTING DESCRIPTION:
ALL OF LOT 1, DISCOVERY PARK SUBDIVISION PLAT 2-B LOCATED IN
TOWNSHIP 48 NORTH, RANGE 12 WEST IN THE CITY OF COLUMBIA, BO
MISSOURI, AS RECORDED IN PLAT BOOK 48, PAGE 45.

MORA02958 ISSUED ON APRIL 2, 2013

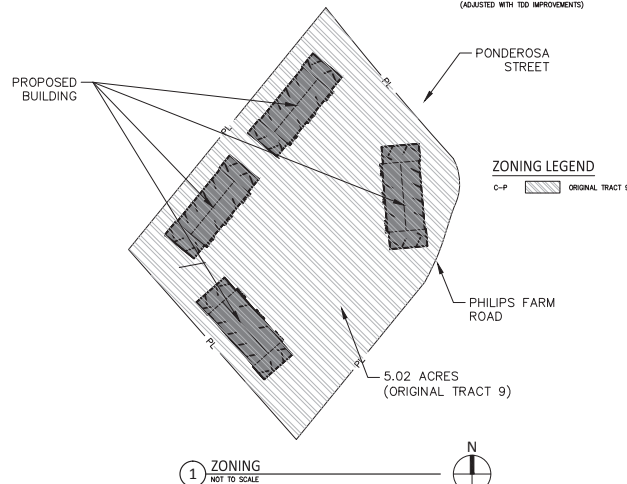
△ THERE ARE NO REGULATED STREAMS WITHIN OR ABUTTING THIS TRACT AS DETERMINED BY THE USGS MAP FOR COLUMBIA QUADRANGLE, BOONE COUNTY, MISSOURI AND ARTICLE X OF CHAPTER 12A OF THE CITY OF COLUMBIA CODE OF ORDINANCES.

△ LIGHT POLES SHOWN SHALL BE FULL-CUTOFF SHOEBOX FIXTURES, INWARD AND DOWNWARD DIRECTED, TOTAL NUMBER ESTIMATED TO BE 15. MAXIMUM LIGHT POLE HEIGHT SHALL BE 20 FEET. BUILDING MOUNTED LIGHTING IS UNKNOWN AT THIS TIME. ALL OUTDOOR LIGHTING SHALL BE SHOWN ON A FUTURE LIGHTING PLAN THAT WILL COMPLY WITH CHAPTER 29-30.1 OF THE CITY OF COLUMBIA CODE OF ORDINANCES.

FINAL SIZING OF FUTURE INFRASTRUCTURE WILL BE SIZED UPON SUBMISSION OF FINAL DESIGN PLANS.

ONE MONUMENT SIGN IS PROPOSED ALONG THE HIGHWAY 63/PONEROSA FRONTAGE, WHICH WILL BE A MAXIMUM OF 12' TALL AND NOT EXCEED 64 SQUARE FEET.

FINAL SIGNAGE WILL BE SUBMITTED WITH FINAL CONSTRUCTION DOCUMENTS. SIGNAGE WILL BE IN ACCORDANCE WITH CITY STANDARDS AND ORDINANCE 18043.



① ZONING
NOT TO SCALE



LOCATED IN SECTION 32, TOWNSHIP 48N, RANGE 12W
BOONE COUNTY MISSOURI
AUGUST 2015

LOCATED IN SECTION 32, TOWNSHIP 48N, RANGE 12W
BOONE COUNTY MISSOURI
AUGUST 2015

SOUTH HIGHWAY 63

SECTION 33

SECTION 32

PHILIPS LAKE

APPROVED BY THE PLANNING AND ZONING COMMISSION THIS _____ DAY OF _____ 2015.

STEPHEN REICHLIN - CHAIRMAN

ACCEPTED BY ORDINANCE OF THE CITY COUNCIL OF COLUMBIA
MISSOURI THIS _____ DAY OF _____ 2015.

ROBERT MCDAVID – MAYOR

SHEELA AMIN - CITY CLERK

COLUMBIA
Civil Engineering Group


CP PLAN FOR DISCOVERY
OFFICE PARK NORTH
TRITTENBACH DEVELOPMENT
COLUMBIA, MISSOURI

REVISIONS	
	CITY COMMENTS 9/28/15

DRAWN	JMB
APPROVED	MMH
ISSUED FOR	----
DATE	10/2/15
FIELD BOOK	

SHEET NAME

CP PLAN
DEVELOPMENT -
OVERALL

PROJECT NO. 112003-1-423
CITY NO. #15-203 
SHEET NO.

C1.0

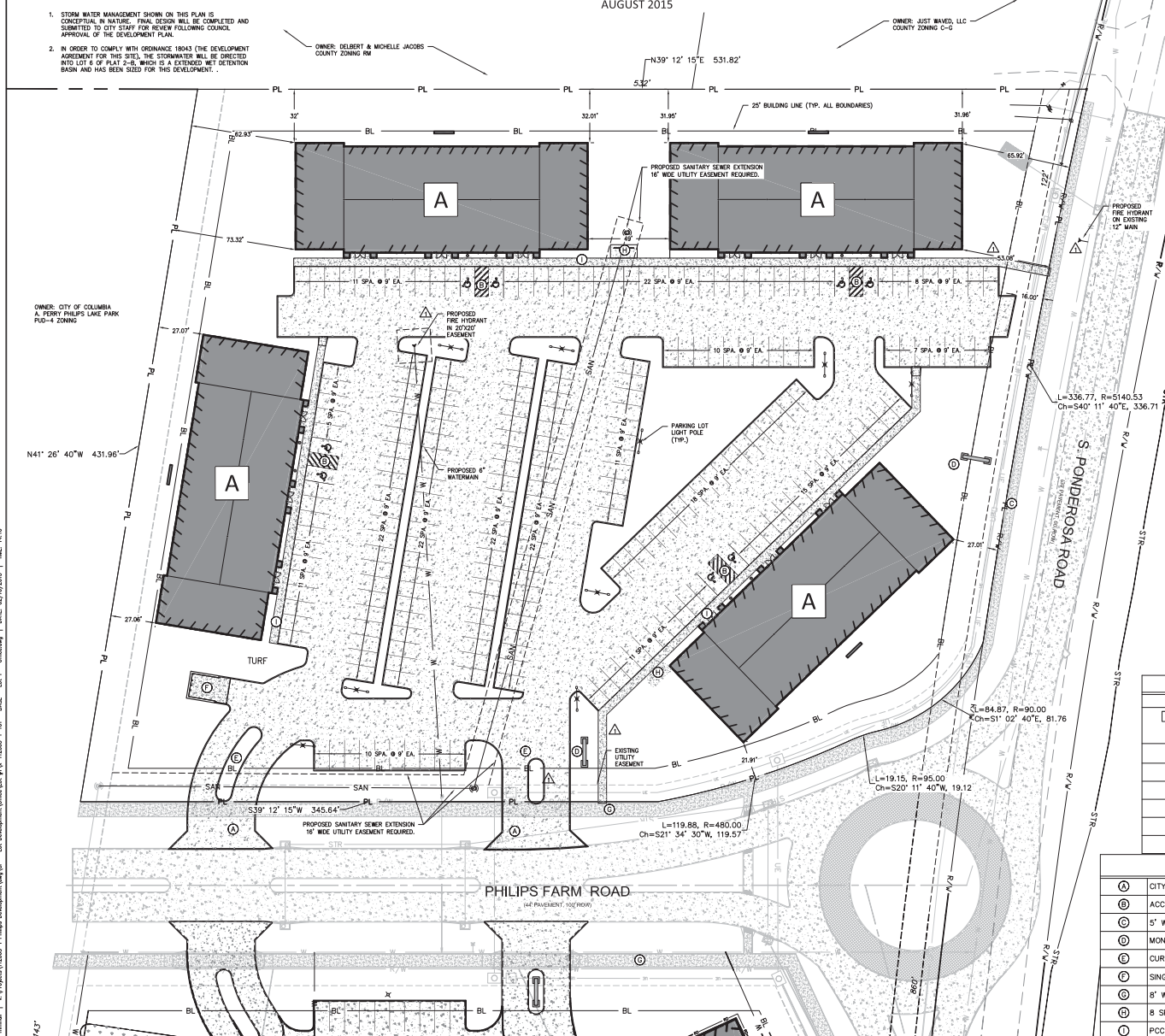
emmental | V:\Projects\112003-1 Philips Development\day\CP - Lot Development\Office\Lot #1\112003-1-101 - BASE - Lot 1 - Office.dwg | DATE: 02/10/2015 | TIME: 1:3:50

DISCOVERY PARK SUBDIVISION - OFFICE PARK NORTH (LOT 1)

C-P PLAN FOR
LOCATED IN SECTION 32, TOWNSHIP 48N, RANGE 12W
BOONE COUNTY MISSOURI
AUGUST 2015

STORMWATER NOTES:

1. STORM WATER MANAGEMENT SHOWN ON THIS PLAN IS CONCEPTUAL IN NATURE. FINAL DESIGN WILL BE COMPLETED AND SUBMITTED TO CITY STAFF FOR REVIEW FOLLOWING COUNCIL APPROVAL OF THE DEVELOPMENT PLAN.
2. IN ORDER TO COMPLY WITH ORDINANCE 18043 (THE DEVELOPMENT AGREEMENT FOR THIS SITE), THE STORMWATER WILL BE DIRECTED INTO LOT 8 OF PLAT 2-BL WHICH IS A EXTENDED WET DETENTION BASIN AND HAS BEEN SIZED FOR THIS DEVELOPMENT.



OFFICE PARK NORTH UNIT CALCULATION:			
(LOT 1 REPRESENTED IN THIS CHART)			
#	LOT LOC.	TOTAL NUMBER OF UNITS	SQ. FT. TOTAL
1	OFFICE BUILDING (1 STORY, 11,375 EA)	4	45,500
		TOTAL NUMBER OF UNITS	45,500

OFFICE PARK NORTH DENSITY CALCULATION - BUILD OUT:			
(LOT 1 REPRESENTED IN THIS CHART)			
LOT AREA	5.02 ACRES		
PROPOSED SQ. FOOTAGE	45,500 SQUARE FOOTAGE		
PROPOSED DENSITY	9,066 BLDG. SQ. FT./ACRES		

OFFICE PARK NORTH CALCULATIONS			
(LOT 1 REPRESENTED IN THIS CHART)			
AREA			
TOTAL LOT AREA =	5.02 ACRES		
TOTAL PARKING LOT AREA =	1.84 ACRES		
TOTAL SIDEWALK AREA =	0.12 ACRES		
TOTAL BUILDING FOOTPRINT AREA =	1.04 ACRES		
TOTAL IMPERVIOUS AREA =	3.01 ACRES		
TOTAL PERVIOUS AREA =	2.01 ACRES		
LANDSCAPE COMPLIANCE			
TOTAL PARKING LOT & DRIVE AREA	80,303.0 SQ. FT.		
TOTAL REQUIRED @ 1 TREE/4500 SQ. FT.	18 TREES		
TOTAL TREES REQUIRED =	18 TREES		
MEDIUM TO LARGE TREES REQUIRED (30%) =	5 TREES		
TOTAL TREES PROVIDED =	21 LARGE TREES		
	110 TOT.		

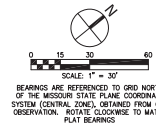
APPROVED BY THE PLANNING AND ZONING COMMISSION THIS _____ DAY OF _____ 2015.

STEPHEN REICHLIN - CHAIRMAN

ACCEPTED BY ORDINANCE OF THE CITY COUNCIL OF COLUMBIA MISSOURI THIS _____ DAY OF _____ 2015.

ROBERT MCDAVID - MAYOR

SHEELA AMIN - CITY CLERK



PARKING CALCULATION - DESCRIPTION:			
(LOT 1 REPRESENTED IN THIS CHART)			
1	OFFICE BUILDING (1 STORY, 11,375 SF EA)	1 SPACE / 200 SQ. FT. =	228 SPACES
		TOTAL REQUIRED PARKING SPACES =	228 SPACES
		TOTAL HANDICAPPED SPACES REQUIRED (MIN.) =	7 SPACES
		TOTAL HANDICAPPED SPACES PROVIDED (4 VAN ACCESSIBLE PROVIDED) =	8 SPACES
		TOTAL SPACES PROPOSED (TO ALLOW FOR BOTH GEN. OFFICE AND MED.) =	235 SPACES
		PROVIDED PARKING RATIO =	1:194 SPACES
		TOTAL BICYCLE SPACES REQUIRED =	15 SPACES
		TOTAL BICYCLE SPACES PROVIDED =	16 SPACES

LABELS LEGEND	
(A)	CITY OF COLUMBIA STANDARD COMMERCIAL ENTRANCE
(B)	ACCESSIBLE PARKING
(C)	5' WIDE CITY OF COLUMBIA SIDEWALK
(D)	MONUMENT SIGN
(E)	CURBED ISLAND
(F)	SINGLE FRONT LOAD DUMPSTER ENCLOSURE 14' x 16' MIN WITH 23' LOADING PAD
(G)	8' WIDE CITY OF COLUMBIA SIDEWALK
(H)	8 SPA. BICYCLE RACK
(I)	PCC WALK

COLUMBIA
Civil Engineering Group
Columbia, MO
3301 HERWOOD DRIVE SUITE 103 COLUMBIA, MO 65201
PHONE (314) 998-1921

CP PLAN FOR DISCOVERY
OFFICE PARK NORTH
TRITTENBACH DEVELOPMENT
COLUMBIA, MISSOURI

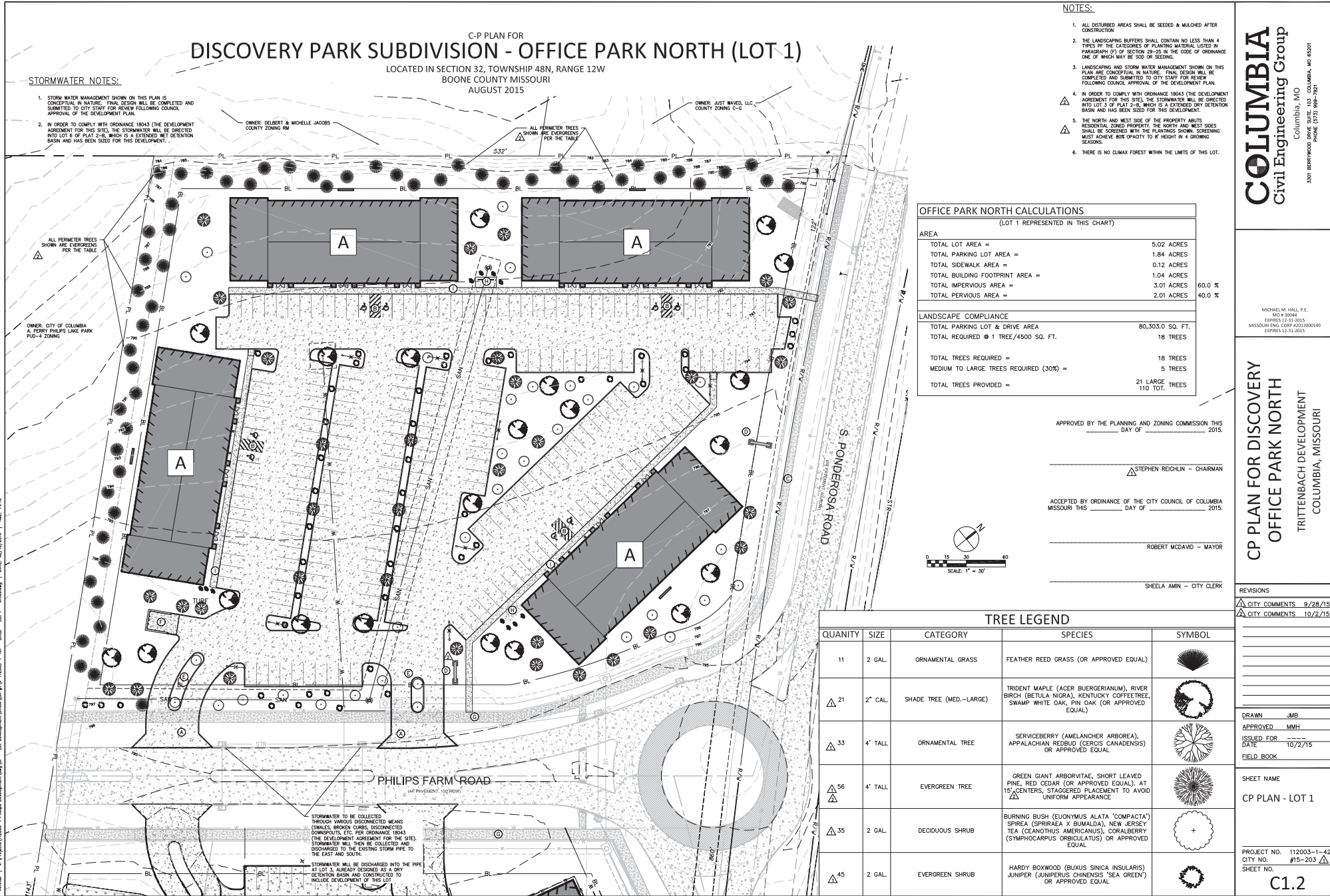
REVISIONS
(A) CITY COMMENTS 9/28/15

DRAWN JMB
APPROVED MMH
ISSUED FOR _____
DATE 10/2/15
FIELD BOOK

SHEET NAME
CP PLAN - LOT 1

PROJECT NO. 112003-1-423
CITY NO. #15-203
SHEET NO.

C1.1



EXCERPTS
PLANNING AND ZONING COMMISSION MEETING
JANUARY 7, 2016

V) PUBLIC HEARINGS

Case No. 15-203

A request by Columbia Civil Engineering Group (agent) on behalf of P1316, LLC (owner) to approve a C-P (Planned Business District) Development Plan to be known as "Discovery Office Park North. The 5.02-acre subject property is located at the northwest corner of Ponderosa Street and Philips Farm Road, and is also known as Lot 1 of Discovery Park Subdivision Plat 2-B.

MR. REICHLIN: May we have a staff report, please.

Staff report was given by Mr. Clint Smith of the Planning and Development Department. Staff recommends approval of C-P development plan to be known as "Discovery Office Park North" and the associated design parameters.

MR. REICHLIN: Do we have any questions of staff? Seeing none.

PUBLIC HEARING OPENED.

MR. REICHLIN: Anybody wishing to come forward who is a proponent, now is the time.

MR. HALL: Mike Hall, Columbia Civil Engineering Group, 3301 Berrywood Drive. Pretty much what Clint said is what we have got going on here is another office lot that is proposed. As was mentioned, the building designs that we have -- envisioned now are actually identical to what has already been constructed. There are three structures out there now, and these are going to be the same exact type of footprint to keep with the consistency of the overall development that is going on out there. This is all -- one thing to note, this is all parked at a ratio of one to 200, so it can all be medical office should the use and the demand be there for that, so it's a little heavier on parking than just regular commercial to allow for office -- medical office use as well. Beyond that, I do -- I want to say that I appreciate staff working with us to get this TDD Development Agreement issue resolved so we can move forward. I would be happy to answer any questions.

MR. REICHLIN: Do we have any questions of this speaker? Seeing none.

MR. HALL: Thank you very much.

MR. REICHLIN: Thank you for your time. Anybody else in the audience wishing to speak on this matter? Seeing no one.

PUBLIC HEARING CLOSED

MR. REICHLIN: We'll put this in front of the Commissioners. Quiet group tonight. Go ahead, Mr. Stanton.

MR. STRODTMAN: I'll break it up a little bit.

MR. REICHLIN: Mr. Strodtman?

MR. STRODTMAN: I think it is a -- I mean, the product that the applicant has already put next

door to it is a very nice product, and I think it fits in very well with this project. And I -- unless somebody else has a difference, I'll go ahead and make a recommendation for Case 15-203, Discovery Office Park North C-P Plan. My recommendation for approval of the Discovery Office Park North C-P Development Plan and the associated design parameters.

MS. RUSSELL: I'll second that.

MR. REICHLIN: Ms. Russell seconds. That said, I'll take a roll call, please.

MS. LOE: Yes, Mr. Chairman. In the Case of 15-203.

Roll Call Vote (Voting "yes" is to recommend approval.) Voting Yes: Mr. Harder, Mr. Reichlin, Mr. Stanton, Mr. Strodman, Ms. Rushing, Ms. Russell, Mr. Toohey, Ms. Burns, Ms. Loe. Motion carries 9-0.

MS. LOE: Motion carries 9 to 0. Recommendation for approval will be forwarded to City Council.

MR. REICHLIN: Thank you very much.