

MINUTES
CITY COUNCIL MEETING – COLUMBIA, MISSOURI
FEBRUARY 4, 2008

INTRODUCTORY

The City Council of the City of Columbia, Missouri met for a regular meeting at 7:00 p.m. on Monday, February 4, 2008, in the Council Chambers of the City of Columbia, Missouri. The roll was taken with the following results: Council Members SKALA, WADE, NAUSER, HOPPE, HINDMAN, CRAYTON and JANKU were present. The City Manager, City Counselor, City Clerk and various Department Heads were also present.

APPROVAL OF THE MINUTES

The minutes of the regular meeting of January 22, 2008 were approved unanimously by voice vote on a motion by Ms. Nauser and a second by Ms. Crayton.

APPROVAL AND ADJUSTMENT OF AGENDA INCLUDING CONSENT AGENDA

Mayor Hindman noted B38-08 involving a Sprint settlement agreement needed to be added to the Introduction and First Reading section of the agenda.

The agenda, including the Consent Agenda and the addition of B38-08 to the Introduction and First Reading section of the agenda, was approved unanimously by voice vote on a motion by Mr. Skala and a second by Mr. Wade.

SPECIAL ITEMS

None.

SCHEDULED PUBLIC COMMENT

None.

PUBLIC HEARINGS

B16-08 Rezoning state highway right-of-way located along the east side of U.S. Highway 63, on both sides of Stadium Boulevard (State Route 740) from A-1 to C-P; amending the allowed C-P uses on property located adjacent to the rezoned state highway right-of-way; imposing conditions; approving the C-P development plan of Crosscreek Center C-P; approving less stringent screening requirements.

The bill was given second reading by the Clerk.

Mr. Watkins explained this request involved two amendments to about a 60 acre C-P, planned business, zoned tract and the approval of the development plan for ten of the thirteen lots proposed in a commercial development to be known as Crosscreek Center. The first amendment involved the addition and rezoning of about five acres of property that would be conveyed by MoDOT to the City and then to the applicant. It would be rezoned to C-P resulting in an expanded C-P tract of about 64.5 acres. The second amendment involved a revision to the statement of intent to the C-P property approved in 2006 authorizing an automobile sales and service establishment as an additional permitted use in the C-P development. He noted Council was being asked to approve a C-P development plan for the

area and in order to approve the plan, as proposed, they also needed to approve the rezoning of the MoDOT right-of-way and the amendment to the uses in the original C-P plan.

Mr. Teddy stated the rezoning involved three separate tracts, which were all owned by the MoDOT and totaled slightly over five acres. It was all currently part of the U.S. Highway 63 right-of-way and adjacent to the highway and the existing C-P zoned property. If this rezoning was approved, the total C-P zoned area would be just over 74 acres. He noted the staff report stated 64 acres, but that was an understatement of the acreage. The 74 acres included all planned and existing rights-of-way within the development. He explained the second part of the zoning request was an amendment to the statement of intent. The statement of intent specified all C-3 general business uses except for a number of specific uses to be excluded and had been that way since 2004, when the first part of the C-P tract was zoned from A-1 to C-P. The use the applicant wanted added to the statement of intent was automobile sales and service. He noted there was a fairly detailed definition of what it entailed, so there was no ambiguity on what accessory or ancillary operations might be included. A body shop, used car sales and incidental repair and servicing of vehicles were included as part of the new car dealership. He commented that the third part of the request involved approval of the development plan. The plan covered nearly all of the usable property within the C-P district. He noted many parts of the plan were illustrative because City's ordinances did not require owners to build exactly to the building footprints or parking and access drive layouts. He stated some general rules, such as the design parameters and statement of intent, would govern future changes. He reiterated the plan was not an exact depiction of how the property would be developed. The things they could rely on were the road alignments. Maguire Boulevard would be extended from the south from Concord Industrial Park. This was a joint City-developer activity. An existing development agreement specified the sharing of responsibilities. Stadium Boulevard would be extended to the east through the site and the developer was obligated to design and build it through the intersection with Maguire. It would include a traffic control light and dual left turn lanes. Cinnamon Hill would be relocated 580-600 feet closer to the interchange of Stadium and 63 and would provide access for the majority of business establishments in this future development. He explained the developer was obligated to design and grade improvements within the Stadium right-of-way to the property line, but this did not necessarily include pavement. This was in the event there were modifications to the alignment in the future.

Mr. Teddy explained the first rezoning of the greater part of the tract to C-P occurred in 2004 and involved the entire east perimeter of the tract, including the north and entire south boundaries. In September 2006, the crescent shaped tract adjacent to U. S. 63, south of Stadium Boulevard, was also rezoned to C-P, and at that time Council considered some modifications. The main use allowed, which had previously been prohibited, was a hotel. Approval of the design parameters also occurred in 2006. In both cases, C-P zoning was approved subject to a somewhat restrictive list and automobile sales and service was on a list of uses that were prohibited. In November 2006, Council approved a preliminary plat of the entire property known as Crosscreek Center - Plat 1 and at that time the City entered into a development agreement to address the extension of, then, Lemone Industrial Boulevard from a point at the south boundary, partly outside of the site and within the site to connect to

Stadium Boulevard. The development agreement addressed the sharing of responsibilities between the City and developer for the road. He noted the preliminary plat indicated the intent to include the MoDOT right-of-way, north of Stadium, within a future final subdivision plat. He showed a December 2007 conceptual plan on the overhead so Council could see the extension of Maguire compared to the extension of Lemone and how it would impact the site. He stated site characteristics consisted of some relatively steeply sloping land. Although there had been mass grading on a portion of the site, steep slopes still remained around the branches of the Grindstone Creek. He commented that several neighborhoods and neighborhoods associations were affected and noted there were some intensive land use with the Hollywood Cinemas directly to the west and Concord Industrial Park directly to the south as those were zoned C-3 and M-C. He stated there was not a need for parkland since this was commercial property, but a trail easement would be provided for the future Grindstone Trail. It was referred to on the development plan and would be on the final plat. He pointed out the plan would have to meet open space and landscaping ratios of an overall minimum of 28 percent and understood the applicant would present additional information about landscaping. He noted the proposed statement of intent included the new use of the full service, new and used motor vehicle dealership. This would include the sale, repair and servicing of new and used motor vehicles. The maximum gross square feet of buildings to be allowed was 580,000 square feet. Currently, on the ten lots, eleven buildings were shown for a total of 156,000 square feet. He stated a maximum building height of 96 feet was put in place in 2006 and the design parameters specified 10 foot minimum setbacks from right-of-way, but did not specify distances between driveways, parking or property lines. He pointed out if there were other regulations, such as landscaping, that required a setback, those were still in effect. The proposed signs followed the C-3 regulations and involved a range of sign sizes from 30 feet in height to 128 square feet in size. Because this property was near a freeway and expressway, they could qualify for signs up to 45 feet in height and 288 square feet in size. In 2006, it was specified light poles would not exceed twenty feet in height. Other lighting installations would comply with the City's lighting section of the zoning ordinance. Development plans for the remaining three lots would come before Council before the development was complete. The Council might also see major amendments in the future if something exceeded the design parameters or statement of intent. He noted most of the buildings on the plan were up to 45 feet in height, but there was an allowance for 96 feet. Communication from the applicant indicated they might reduce the height allowance to 70 feet if the automobile sales use was approved. He commented that all of the lots met or exceeded the City's parking ratios for the types of uses proposed. He pointed out a variance was being requested with regard to screening and landscaping. Section 29-25(e)(5) of the zoning ordinance required a screen for any paved areas within 50 feet of a residential use or residential zoning, so the site plans with paved areas within 50 feet of the boundary adjacent to A-1 zoning would be subject to this requirement. When the Planning and Zoning Commission considered this, the variance would apply to lots 101, 102, 103 and 104, which were along the north tier of the development. He noted the applicant had since proposed a perimeter landscape scheme per a letter dated January 31, 2008 and staff had signed off on the landscape plans with regard to the technical requirements of the landscape ordinance.

He pointed out the entire development would be subject to the amendments to Chapter 12A passed in March 2007 and effective as of September 4, 2007, so on-site detention and stormwater and water quality treatment measures would be required for all of the site plans. A 205-foot wide stream buffer centered on all branches of the Grindstone Creek was provided. This had been agreed to when the stream buffer ordinance was still pending due to environmental concerns. The developer had also agreed to provide some restorative plantings in the areas that might have been disturbed in and around the buffer where there were steep slopes that might be affected by erosion. With regard to access and circulation, a traffic study had been provided to and accepted by the Public Works Department and the development agreement provided for the extension of the roads. Pedestrian accessibility had been provided as well. During the Planning and Zoning Commission meeting, comments were made indicating a concern that individuals might try to walk or ride bikes from the west to the development because it could be a hazardous condition and he understood the applicant might provide some facilities in the future. He believed 18 freestanding signs ranging in height from 30-45 feet were referenced on the plan and noted one was a five foot sign to the development entrance. The signs also ranged from 125-288 square feet of facial area. He commented that the letter from the applicant was proposing some reductions to the signage.

Mr. Teddy stated staff had recommended approval of all three components of this request. They felt C-P zoning on the additional five areas was project driven as the relocation of Cinnamon Hill had rendered a certain amount of right-of-way unnecessary. MoDOT, by filing the application for rezoning, had indicated its consent in its use for private purposes. He commented that it was hard to conceive of a use separate from commercial between the existing C-P and the freeway. Staff's recommendation for approval of the statement of intent was based on the operational characteristics of an automobile dealership and its associated uses. There was a lot of dissatisfaction from certain residents because they felt this was remaking an agreement that involved the neighborhoods. From a technical standpoint, however, staff thought the use would be suitable, particularly for Lot 110, because it was an area with difficult access conditions and a lower turnover use in terms of traffic in and out. Staff also supported the C-P plan and the variance request.

Mr. Teddy noted the Planning and Zoning Commission recommended approval to rezone the 5.09 acres by a 7 to 1 vote. Approval of the revision to the statement of intent and approval of the development plan by the Commission failed by a 5 to 3 vote. The Commission was concerned about aesthetics, environmental impacts and the agreement with the neighborhood associations to restrict the use.

Mr. Skala felt there seemed to be a persistence to characterize the connection of Maguire to Stadium as a done deal. He understood a former Council had given the intent to study the issue and this Council had recently given the intent to shift the Lemone extension to the Maguire extension and to further study the issue. As far as he knew, the monies had yet been allocated and asked if that was correct. Mr. Teddy replied the monies might not have been allocated, but the improvement was in the Capital Improvement Program (CIP). He noted there was also a development agreement. Mr. Skala understood the development agreement was dependent upon how much money was allocated. Mr. Teddy commented

that he felt commercial development of this scale needed circulation rather than being on a dead end of Stadium and relying on the on- and off-ramps for access. This would also create a relationship with the Concord Industrial Park where they could have local traffic using local roads rather than using a highway to make a short trip to convenient shopping or restaurants. Mr. Skala agreed with the need for circulation, but thought it was up to the Council to decide whether or not the project would move ahead. Mr. Glascock explained they were designing it since the project was in the CIP to build in 2009.

Mr. Skala understood with the recently approved lighting ordinance, there were exceptions for outdoor lighting areas, gasoline canopies, etc. as a place for having lenses that were full cut off versus sag lenses and convex lenses. On the plan provided, it suggested semi-cut off fixtures, which was not the same thing and asked if that was an error. Mr. Teddy replied it evidently was because they would have to provide flat lenses per the outdoor display portion of the lighting ordinance.

Mayor Hindman opened the public hearing.

Bruce Beckett, an attorney with offices at 111 S. Ninth Street, stated he was representing Stadium 63 Properties, LLC and provided a history of this project. In 2004, this developer acquired a 42 acre tract that included all but what was shown as Lot 110 on the C-P plan. The C-P zoning ordinance from 2004 only affected the original 42 acres they owned and, at that time, C-3 uses were permitted with a long list of excluded uses. Included in the excluded uses were motels and automobile dealerships and sales. In 2006, the developer was able to obtain a contract to acquire an additional 13 acres and came to the Council asking for C-P zoning on that tract as well. They asked for C-3 uses with exclusions identical to the original 42 acres with one exception, which was the hotel/motel use. At that time, they also agreed to a maximum building square footage of 580,000 and a building height of 96 feet and included those conditions in statement of intent. He pointed out the original exclusions remained on the original 42 acres. They were seeking to change the uses on the 13 acres involved in the 2006 C-P zoning ordinance and statement of intent so a car dealership could be placed on Lot 110. He noted the statement of intent and zoning was conditioned on several things to include a traffic study, pitched roofs on all buildings under 10,000 square feet except for standard franchised buildings, 20-foot shielded lights and light poles, a development agreement, and a 100 foot stream buffer on both sides at both forks of the Grindstone. He pointed out the development agreement had been entered into and the traffic studies had been completed and updated three times. The most recent update addressed the extension into the Concord Office and Industrial Plaza and a car dealership for Lot 110. All of the streets were in accordance with the 2025 MoDOT requirements for traffic.

Mr. Beckett explained tonight they were asking Council to rezone the approximate five acres of surplus right-of-way that would be acquired from MoDOT, so it could be developed along with the rest of Crosscreek Center, approve the development plan involving ten lots and allow a change in the permitted uses so a car dealership could be placed on Lot 110. He noted they had met with the neighbors and their representatives numerous times since this was originally proposed and submitted by the City in early December. As a result of those meetings, they had elected to submit to Council certain conditions that could be imposed as part of the statement of intent and the design parameters if an automobile dealership was

approved for Lot 110. The statement of intent would clarify the automobile dealership would only be allowed on Lot 110 and the sale of used automobiles would only be permitted in conjunction with and as an accessory use to the operation of a new car dealership. No used or repossession type of car lot would be permitted. In addition, they would agree to reduce outdoor lighting on the dealership during hours when it was not in operation. They would also agree that any public address system on the car dealership would be operated with speakers directed toward the central part of the lot and at a volume only sufficient to accomplish its purpose. In the event an automobile dealership was allowed and actually placed on Lot 110, they would reduce their maximum aggregate square footage from 580,000 square feet to 450,000 square feet and their maximum building height from 96 feet to 70 feet. In addition, they would limit transport deliveries to Lot 109, the convenience store lot at the corner of Maguire and Stadium, and Lot 110, so transport deliveries would not be made during peak traffic hours. They would also impose a declaration of covenants and restrictions on Lots 101-110 for which C-P plans were shown, which had the effect of approving only certain specified exterior building materials and excluding and prohibiting other types of exterior building materials. This was described on an exhibit sent with the letter dated January 31, 2008. He explained the declaration of covenants would impose an obligation on each lot owner to establish landscaping that was in accordance with the perimeter landscaping plan Rost Landscaping developed. It would require all of the landscaping to be maintained in good, first class condition at all times. The idea was to come up with some look to the development that was consistent along all of the roads and streets. The design criteria for the perimeter landscaping would become part of the landscaping plans required by the City as part of the C-P plan process. The declaration of covenants would also allow lot owners to enforce the covenants against each other. There would be a board of trustees that would be directed to attend all annual neighborhood association meetings in the area provided they received notice in advance to discuss the development, future plans for the development and any changes in the development that might be proposed. It would also include an obligation on their part to submit to the neighborhood associations any changes in approved C-P plans that might be requested by a lot owner that was significant enough to have to come to the Council for approval. He commented that if the dealership was approved and MoDOT was agreeable, they would stripe the shoulders on both sides of Stadium, which were ten feet wide, between the ramps on the east side of the Highway 63 interchange and the Maguire intersection for bike lanes. In addition, they would lobby along with the City, if the City was inclined, and neighborhood associations to allow a 25-foot wide median near the entrance to Crosscreek to be used as a landscaping island rather than a concrete island, provided it would be picked up as an adopt-a-spot by an interested civic group. They would also agree to lobby with the City, if the City was inclined, and Shepard Boulevard Neighborhood Association to get MoDOT to permit the installation of a left turn signal at the intersection of Stadium and Audubon Drive, so east bound traffic on Stadium going into the Shepard Boulevard Neighborhood would have a left turn signal. In the event MoDOT agreed, the developer would pay for the signal. He understood it would be a stack of five light signals.

Mr. Beckett noted that since he sent the January 31, 2008 letter, there had been further discussion regarding neighbor concerns. Some had expressed the need for a pedway

and as a result, the developer was willing to add to the statement of intent an obligation to ensure the installation of an eight-foot wide pedway on one side of Stadium Boulevard as it proceeded through Crosscreek between the ramps east of Highway 63 to Maguire in lieu of a five-foot sidewalk. In addition, due to repeated concerns regarding the signs, they would agree, if the dealership was authorized on Lot 110, to reduce the number of freestanding signs in these ten lots from 18 to 11, so there would be one freestanding sign per lot except for Lot 110 which would be allowed to have two freestanding signs. Because of concerns about sign height, they would also agree to reduce the maximum sign height permitted from 45 feet to 35 feet. He stated they sincerely believed an automobile dealership was a good use for this particular lot and a good use for the entrance into the City. It was a perfect use for this piece of ground as it sat low off of the highway. He did not think it would be ugly. It would be a standard, hopefully Toyota, building at an intersection of two major thoroughfares in Columbia.

Ms. Hoppe asked if the declaration of covenants was only enforceable among the owners. Mr. Beckett replied the trustees would also have the right to enforce it. Ms. Hoppe asked how the provisions could be changed. Mr. Beckett replied the developer had reserved the right to amend that declaration because it was rare for a declaration of covenants to not need an adjustment. He noted they were not talking about adjustment to the substantive provisions. They were talking about a clarification or an amendment for it to be workable. Other than that, it would take everyone in the subdivision to agree to an amendment, so once the developer was sold out, that would be the only way it could be done.

Ms. Hoppe asked about enforcement. Mr. Beckett replied one lot owner would have the right to enforce this declaration against another lot owner. The board of trustees, which would consist of three people, had the right to institute an action to enforce the declaration. They also had the right, if they wanted, to organize an owners association of which the lot owners would be members, but were not required to do so. Ms. Hoppe understood if there was a violation and the members were not concerned, but the neighbors or citizens were, there would not be a remedy for the citizens. Mr. Beckett stated that was correct. They would not be able to enforce the declaration of covenants. He noted the City would be in a position to enforce any of the matters they were willing to insert into the statement of intent.

Mr. Skala asked what would happen in the event of bankruptcy to those that were enforcing the covenants and gave Centerstate as an example. He was concerned it might leave lot owners with covenants that were no longer enforceable. Mr. Beckett replied this declaration involved covenants that ran with the land. It would bind the first and all subsequent owners. An owner of a lot would be encumbered by those covenants whether it went through a bankruptcy or not. He explained it would be exactly like a homeowner going bankrupt in Bluff Creek where there were covenants and restrictions that encumbered that real estate regardless of who owned it. He did not think it would pose a problem.

Mr. Wade noted in his January 31, 2008 letter to Council, Mr. Beckett stated "...Army Corps of Engineers agreement requires 2,250 native trees to be planted in area between forks of the Grindstone along with 720 native shrubs – along with monitoring plan and requirement to assure 70 percent survival 5 years out..." A quote from a February 10, 2006 letter to Scott Bitterman from Michael Rossi stated "...We inspected the project area at your

request on January 19 and 25, 2006 and determined that ongoing work at the property had caused the discharge to dredge and fill materials in the Corps of Engineers regulatory jurisdiction without the required authorization. During our inspection we determined the banks and bed of the tributary to north Grindstone Creek had been removed and filled in by logging and clearing of woods located along north Grindstone Creek at the northeast end of the property. Also during our inspection, we located a small jurisdictional wetland that may be impacted by your client's proposed project. Therefore, in accordance with Part 326 of Section 404 of the Clean Water Act, you and all others involved are directed to do no further authorized work in the Corps jurisdiction....” A February 17, 2006 letter to Scott Bitterman from Joseph Hughes stated “...We are disappointed that despite verbal assurances that work in the waters of the United States had stopped, work continued....” Mr. Wade thought they were implying the remediation work was part of this proposal, but his interpretation was that it was independent and was an expression of site restoration from prior damage that had been done. He asked if that was true and if it was, if it meant that work would go on regardless of what happened with this proposal. Mr. Beckett replied that work would go on regardless of what happened to this proposal. Mr. Wade understood it was independent of this proposal. Mr. Beckett stated with his letter he was pointing out things he thought were positive about this and he felt that was a positive aspect. Mr. Wade understood that was not contingent upon this proposal and asked when that work would begin. Mr. Beckett replied that was a subject of conversation between the Army Corps of Engineers and the developer. He explained the minor wetlands they were talking about included .08 acre of ground, which was about a 60 foot x 60 foot piece of ground and the intermittent stream discussed was about 2.5 feet wide and 8 inches deep. It was no more than a storm runoff ditch. It was not something most would identify as an environmentally sensitive area. He noted the developer had his land disturbance permits from the City and the Department of Natural Resources. It was only after a report from someone else that it was retroactively determined to be within the Army Corps of Engineers jurisdiction. It was an unnamed and unidentified tributary not shown on any map. Rather than argue about such matters, the developer entered into a mitigation agreement with the Army Corps of Engineers to do on-site remediation to plant these trees at the confluence of the two forks of the Grindstone and to install these 2,250 native trees and 720 native shrubs in order to avoid going through a lengthy and costly appeal process. They had publicly acknowledged their obligation to do this. Recently after more inquiries, the Army Corps of Engineers contacted them asking why this had not been done since it was agreed upon in August 2006. He explained they had anticipated they would have this done in one year as they thought the development would be well under way by August 2007. He noted it was held up due to the stormwater regulations, alignments to the connection with the Concord Office and Industrial Plaza, etc. He reiterated they realized this was their obligation and stated they had intended to do it when they started building the roads and other improvements in the area.

Mr. Wade noted the February 10, 2006 letter stated “cultural resources sites are known to exist on the property and the Missouri Department of Natural Resources had recommended that a Phase II survey be conducted” and asked if that survey had been conducted. Mr. Beckett replied he did not know. He believed it was at the confluence of the

two forks of the Grindstone and was within a conservation area, which they agreed to preserve as part of this. He pointed out it would be completely covered by the tree preservation area they had agreed to as part of the C-P plan.

Scott Bitterman, an engineer with Trabue, Hansen and Hinshaw with offices at 1901 Pennsylvania Avenue, stated, in reference to the question regarding cultural resources, two sites were identified. He explained the owners hired an archeologist to do further testing and the archeologist determined there was nothing significant requiring dirt to stop being moved. He noted a report was filed with DNR.

Mr. Wade asked who did the survey. Mr. Bitterman replied he did not remember the name of the archeologist. Ms. Hoppe asked when it was done. Mr. Bitterman replied he did not remember the exact date, but thought it was after February of 2006. Mr. Wade noted a copy of that report had not been made available to them. Mr. Bitterman stated he thought it was available through DNR.

Ms. Hoppe commented that the February 10, 2006 letter from the Army Corps of Engineers indicated the notice of violation was due to an after the fact application and the developer was ordered to stop as a result of the violation. In the subsequent February 17, 2006 letter, they stated that despite being ordered to stop, the developer continued to work. Mr. Bitterman explained with regard to the February 10, 2006 letter, there were five draws that went from the high ground down to the creek. He understood one letter indicated it was in the northeast corner of the property and no work was done in that area. The Corps later checked and stated that was not the draw they had referenced. The stream they identified was different. He noted there were 5-6 other letters that went into further detail. Ms. Hoppe noted the February 10, 2006 letter stated "...therefore, in accordance with Part 3263 of this regulation, you and all others involved are directed to do no further unauthorized work in Corps jurisdiction..." Mr. Bitterman stated there was a misunderstanding as to the location of the Corps jurisdictional area. It was not the draw in the most northeastern corner of the property. After that occurred, they met with the Corps and surveyed the area they were claiming jurisdiction on and stopped working in that area. If they had not stopped, they would not have been able to get a permit to finish the work on the property. After all of the regulations were met, they were granted the permit allowing work to proceed.

Ms. Nauser understood they had satisfied the Corps, other than with the planting of the trees and shrubs. Mr. Bitterman stated that was correct.

Mr. Bitterman provided a general overall layout of the site on the overhead showing the roadway improvements that would likely be in place in 2009. He noted there was already a signal at Audubon and Stadium Boulevard and pointed out there would be a fiber optic cable that connected all of the traffic signals in the area giving MoDOT the ability to keep all of the traffic signals working together. In addition, a right turn lane would be added to Stadium Boulevard on the south side. This would allow vehicles exiting Columbia to access U.S. 63. The intersection with the southbound ramps would be improved so there were two southbound right turn lanes and two southbound left turn lanes. It would be a signalized intersection. Going underneath the interchange on Stadium Boulevard, an additional lane would be added in each direction so motorists making the southbound left turn would have two through lanes in each direction. He explained there would also be a traffic signal at the

northbound ramps and the ramp, itself, would be improved so it had two left turn lanes and one right turn lane. In addition, there would be a single left turn lane going in each direction underneath Stadium Boulevard. He commented that Stadium Boulevard would include a ten foot wide shoulder, which could be striped to allow bicycle lanes if the GetAbout Columbia project chose to put bicycle lanes in the area. He noted they would be willing to stripe the lanes now, if favorable to MoDOT and the City. An Australian right turn with a longer shaped island would be included at one of the intersections being improved. Pedestrian signals with countdown timers to cross Stadium Boulevard would be included at one location. A right-in/right-out driveway would access Lots 109 and 110 on the south. A median, which would be fairly wide at 35 feet in one area and 11 feet as one approached Cinnamon Hill Lane, would be included. When initially constructed, there would be a left turn lane that could also be used for U-turns. It would allow motorists exiting the site to have good access. If traffic was backed up on the approach, they would be able to make a right and a U-turn to get out into the traffic flow. This area of Stadium Boulevard would have full width shoulders, so it could potentially have bicycle lanes. The islands being constructed to facilitate pedestrian movements across Stadium were moved back so they were not on the shoulders and so the bicycle lanes could go straight through the signalized intersections. With regard to the intersection of Cinnamon Hill Lane and Maguire, a stub of Maguire would initially be constructed so that if Maguire was extended, it would have a location to tie into. He noted the location of a traffic signal, an Australian right and an 11 foot wide median on the overhead. He commented that there would be sidewalks and the sidewalk on one side could be eight foot wide if it was beneficial. He pointed out the site also had trails along both forks of the Grindstone Creek, so a bicycle trail could be placed in those areas as well.

Mr. Janku asked what they would use to construct the islands. Mr. Bitterman replied they would be six inch raised islands with ADA accessible ramps and push buttons on poles with countdown pedestrian timers. Mr. Janku asked if they would be landscaped. Mr. Bitterman replied they could be landscaped, but they did not intend to have them landscaped right now. He noted they were small concrete areas. He thought there could be a small planter. Mr. Janku asked about the medians. Mr. Bitterman replied MoDOT preferred to have concrete, but he thought that was something that could be adjusted.

Mr. Skala understood this model did not show internal circulation. He noted a couple of stubs and asked if something was anticipated there. Mr. Bitterman replied the model showed the major roadways. There would be access through parking lots and other pathways through the lots.

Mayor Hindman stated with regard to the Maguire intersection, he had some thoughts in connection with the right hand turn and ensuring pedestrian refuge and asked if they were open to some minor modifications. Mr. Bitterman replied their goal was to make it as pedestrian friendly as possible, so they would be receptive to looking at what might be needed.

Mr. Skala understood there were a lot of best management practices (BMP's) as options, but some had not been decided and asked if that was a fair statement. Mr. Bitterman replied yes. He noted they had some facilities already constructed. One was in the northeast quadrant of the property, which was a detention pond. One way they were

meeting the new stormwater regulations was with a sediment forebay sized to handle the 100 year storm. Mr. Skala asked for a description of a sediment forebay. Mr. Bitterman explained there was a rock berm that allowed water to go through, but a sediment, such as a cigarette butt, would be trapped in the sediment forebay. He noted this would need to be inspected and cleaned out every six months or whatever time frame was approved by Public Works in the maintenance plan to ensure the water quality aspect of it was still working. Mr. Skala asked who was responsible for the maintenance. Mr. Bitterman replied Public Works and the engineering companies were currently working through the issues on the best way to get that done. This was one of the first big developments to have them and he did not think a decision had been made.

Mayor Hindman asked if there was any difference in the requirements with respect to stormwater for an automobile dealership versus an ordinary parking lot. Mr. Bitterman replied one of their main ideas for the automobile lot was a three chamber underground container. The first chamber would trap sediment and another chamber would trap oil. He explained every six months or so, it would have to be cleaned out. He stated it would be similar to a septic tank truck in that it would clean the sediment and pump the waters out that needed to be treated. It would also have underground detention chambers. The quality would be the first flush chamber and the quantity would involve separate chambers. He pointed out every lot on the site would have to meet the City stormwater regulations as far as quantity and quality. There would be no more water going off of the site after it was developed than before it was developed. In his opinion, it would be cleaner water than before because currently the water from the highway was flushed into the creek. After development, it would go through water quality BMP's.

Mr. Wade understood many of the stormwater management systems were designed to handle standard flows with the realization that handling the very intense event, such as an inch an hour for six hours, was cost prohibitive. On steep sloped properties, however, those were the events that created high erosion. Under normal and reasonable slopes, most of the erosion came from a normal rain, but on steep slopes, it came from a unique event. He asked how they would manage that considering the amount of steep slope property they had going toward the Grindstone River basin. Mr. Bitterman replied the detention pond in the northeast corner of the property had a big pipe coming in and a small pipe going out, so as the water came in, it would collect it and release it slower. In addition, when it came out, there would be rock lined ditches where the slope was steep. In pre-development condition, it would be steeper tree lined ditches that would potentially cause more erosion. He reiterated that where they had steeper slopes, they would have rip-rap lined ditches to take the water to the bottom.

Ms. Hoppe asked if they had actually contacted MoDOT for a study and the placement of a light at Audubon and Stadium. Mr. Bitterman replied there would be a traffic signal at Stadium and Audubon and Cinnamon Hill Lane. Ms. Hoppe stated she was referring to the left hand turn on Stadium onto Audubon going east. Mr. Bitterman replied he had not personally talk to MoDOT with regard to it, but understood the neighborhood association had contacted MoDOT. He explained that right now it was just a red, yellow, and green ball, so one would have to yield when making a left turn. The neighborhood was requesting a green

arrow, yellow arrow and green ball. He understood MoDOT typically put those in when needed because if it was not needed, there would be an additional delay and people would have to wait longer at the intersection causing an impact on the fuel used by waiting cars. Ms. Hoppe understood he had not contacted MoDOT. Mr. Bitterman stated he had not. Ms. Hoppe stated she had talked to the person who had conducted the study. She understood it had been adjusted and if it became a problem again, someone should contact them so they could look at it. She assumed they would go ahead and do that. Mr. Bitterman commented that MoDOT was usually not opposed to putting them in, but had thresholds they wanted to meet in order to make the intersections as efficient as possible.

Mr. Wade noted on Lot 110, where the auto dealership would be, there was a huge space of concrete and rooftop unbroken by any kind of green barrier, rain garden, etc. that overlooked the Grindstone Valley and asked where that water was captured. Mr. Bitterman replied it had not been designed yet. The general idea would be to use detention ponds or underground detention. He stated they could have drains in the parking lot that went into huge underground storage chambers. They would have to dig to put them in and then cover them back up. He pointed out Public Works, under the ordinance, would not allow for anything to be constructed that allowed more water post-development than pre-development.

Mr. Janku understood the language they were provided with regard to landscaping dealt with perimeter landscaping. Mr. Beckett stated that was correct. Mr. Janku commented that on Lot 110 there were little green islands and asked what would be on those. Mr. Beckett replied that would be governed by whatever landscaping ordinance was applicable to the lot. The plan they handed out described only the perimeter landscaping. The reason this was done was to get some uniformity and coordination of appearance along the rights-of-way. It was triggered by comments from the neighbors wanting uniformity in building design or materials and landscaping closer to the streets. They responded by hiring Rost Landscaping to design perimeter landscaping that would be part of the City landscaping plan. This plan did not address what would be inside the lot.

Mr. Janku asked if he knew what was required by the City for the interior lots.

Kevin Murphy, an engineer with A Civil Group with offices at 1123 Wilkes Boulevard, Suite 450, explained each of the lots individually in this development and as shown on the proposed C-P plan met the landscape requirements of Section 29-25 of the zoning ordinance. He noted it was depicted on the stormwater and landscaping plan sheets throughout the plan. The perimeter plan was done as a supplement. He stated each of interior lots had landscaping. He pointed out automobile dealerships had an exception for planting of large trees and large shrubs within the parking lot due to the expensive car finishes, etc. He noted they complied with screening, buffer, and perimeter landscaping. In addition, they were planting native grasses, shrubs and trees on the back side, where it was more applicable.

Mayor Hindman asked how wide the landscaping area was between the street and lot area. Mr. Murphy replied it varied. It was a minimum of six feet as required by the ordinance and would be wider in some places. He noted some of it included the additional MoDOT right-of-way as well. Mayor Hindman asked if the white shown in the diagram was additional MoDOT right-of-way. Mr. Murphy replied yes. Mr. Janku asked what would remain as

MoDOT right-of-way. Mr. Murphy reiterated a minimum of six feet was required. He thought it was anywhere from 6-18 feet or better. Mayor Hindman noted a couple of dotted lines shown as U.S. Highway 63 and asked if that was the ramp. Mr. Murphy replied it was the ramp. Mayor Hindman asked what was from the dotted line to the green area. Mr. Murphy replied that was MoDOT right-of-way. Mayor Hindman understood that would remain MoDOT right-of-way. Mr. Murphy replied that was correct. Mayor Hindman understood the six feet would be bordered by MoDOT right-of-way. Mr. Murphy replied it would be six feet or greater. It was depicted by the green on the diagram. The white was MoDOT right-of-way. Mayor Hindman asked what was at the corner. Mr. Murphy asked if he was referring to the radius of the ramp. Mayor Hindman replied yes. Mr. Murphy explained that would be the MoDOT right-of-way and would be a grassed area. Mayor Hindman understood there was a wider landscaping area as it went along Stadium. Mr. Murphy replied that was correct. Mayor Hindman asked for the width. Mr. Murphy replied he thought it was 20 feet. Mayor Hindman asked if there were bushes along the border of the landscaped area. Mr. Murphy asked if he was referring to the area along the car dealership. Mayor Hindman replied yes. Mr. Murphy stated they were bushes and shrubs of specific species that did not produce berries and fruit, so the birds did not eat them and destroy car finishes. They were made to meet screening requirements. He understood the perimeter areas would also include maple, locust, elm, fruitless crabapple, serviceberry and magnolia trees.

Jay Gebhardt, an engineer with A Civil Group, 1123 Wilkes Boulevard, explained that even though it was not required by ordinance, the developer had elected, in the perimeter scheme that Rost Landscaping developed, to put trees along the major roads. Ms. Hoppe understood that was not including the trees that were required. Mr. Gebhardt stated this was above and beyond. Mayor Hindman asked if there were any trees within the interior. Mr. Gebhardt replied not on Lot 110. All of the other lots would have one tree for every 4,500 square feet of pavement as a minimum.

Mr. Gebhardt noted in reference to Mr. Janku's question, the median in front of this property would have three maples, three elms, three crabapples and three serviceberries. It was all listed on the last sheet of the packet handed out. Mr. Janku understood it had to be adopted to be maintained. Mr. Gebhardt stated that was proposed as a condition if the car lot was added as an allowed use. He noted the whole perimeter scheme was a condition upon the approval of the additional use.

Mr. Skala understood the white area on the handout between the proposed car lot and the dotted line, which was U.S. 63, and the white area on the north side between U.S. Highway 63 and the north side of the development proposal was the 5.09 acres of MoDOT right-of-way. Mr. Gebhardt referred to the dashed line on Lot 106 and noted that was the existing Cinnamon Hill Lane. He stated that was part of the five acres the City was getting and giving back to the developer. The white area along U.S. 63 would represent the right-of-way after the transfer. Mr. Skala understood it was assumed to be part of C-P plan. Mr. Gebhardt stated they tried to delineate what it would look like afterwards and the dashed lines were the off-ramps.

Mayor Hindman asked what the requirement would be if this were a parking lot for a hotel or something other than a car dealership. Mr. Gebhardt replied one tree for every 4,500

square feet of pavement would be required. Mayor Hindman understood by approving a car lot, they would be reducing landscaping in the parking lot. Mr. Gebhardt noted they would be reducing the number of trees, but they had not reduced the amount of landscaping as there was 44 percent landscaping on the lot. They would be planting bushes rather than trees. He noted that in lieu of that, Rost Landscaping had come up with a landscaping scheme that included a mixture of trees along the perimeter of U.S. 63, Stadium and Cinnamon Hill Lane. There would be trees along the perimeter of the car lot. All trees required plus perimeter trees would be on all of the other lots.

Ms. Hoppe asked if the 44 percent of open green space included the 100 foot stream buffer. Mr. Gebhardt replied yes. Ms. Hoppe understood the steep slope was unbuildable. Mr. Gebhardt stated that was correct. Ms. Hoppe asked if he had the percentage of green space not including the buffer and slope areas. Mr. Murphy replied no. Mr. Gebhardt noted that was independent of the decision tonight as pointed out by Mr. Wade. Thousands of trees would be planted on the back side regardless of Council's decision.

Mayor Hindman asked if, when going up the ramp, one would be above or below the car lot. Mr. Gebhardt replied it was pretty much the way it was graded now. If going north and coming off of the exit ramp, one would be above it until they came down because they would then be level with it on Stadium. If going north, one would start out level and rise above it at U.S. 63. By the time one was at First National Bank's lot, which was the lot in the corner, they would be higher, but the ground rose too, so there was not a huge differential. Mayor Hindman asked how much lower the car lot was than U.S. 63. Mr. Gebhardt replied 20-30 feet depending on where the measurement was taken. Mayor Hindman asked if the ramp would be level. Mr. Gebhardt replied the off-ramp would pretty much be level and gently fall away. Mayor Hindman asked how far the ramp was from the parking lot. Mr. Gebhardt replied the white area was about 60 feet and the strip of grass varied from 6-20 feet, so it could be anywhere from 40-70 feet. He noted, visually, it would seem like it set back quite a bit.

Mayor Hindman asked for an explanation regarding the reduction of signs. Mr. Gebhardt replied that if the Council decided to allow the car lot use, the developers would agree to one sign for each lot except for the car lot, which was Lot 110. It would have two signs. The reason was that if it was a Toyota dealership, it would allow for a Lexus dealership in the future and for the contract purchaser to have the additional sign for the additional use. He reiterated all of the other lots would have one sign. They eliminated the subdivision sign and double frontage signs. In addition, none of the signs would be greater than 35 feet in height. He pointed out that decision was painful because several purchasers indicated they would not buy if they could not have a 45 foot tall sign. He understood it was something the neighbors felt strongly about and in order to try to get along, they were agreeable to 35 foot height. He stated they reduced the signs 10 feet in height and went from 18 to 11 signs.

Ms. Hoppe asked if they could put the Toyota and Lexus sign on one sign. Mr. Gebhardt replied they could, but they were two separate dealerships and he understood they felt strongly with regard to having separate signage. He pointed out some of the perimeter trees would grow taller than the signs. Ms. Hoppe asked which trees would grow taller than

the signs. Mr. Gebhardt replied the Rost landscaping plan included maple, locust and elm trees and he thought they got pretty tall. Ms. Hoppe asked what size the trees would be when they were initially planted. Mr. Gebhardt replied they would probably be 2-4 inch calibers. Mr. Murphy noted the plan stated 2 ½ - 3 inches. Mr. Gebhardt noted they could not plant much bigger than that due to survival rates. Ms. Hoppe asked how long it would take to grow. Mr. Gebhardt replied he planted a maple in his front yard about 10 years ago and it was taller than his house now. He noted it was only a twig when he planted it. Mayor Hindman pointed out trees, even the slow growing ones, grew surprisingly fast.

Jim Muench, 2711 Mallard Court, Chair of the Shepard Boulevard Neighborhood Association, commented that when the rush to approve the Crosscreek Development began in the middle of December, he sincerely hoped to forge a compromise with the developers. As a one time employee of the State Department of Economic Development, he understood the importance of a healthy community economy and was not opposed to development in general. He commented that the developer's record was not one that generated trust. They wanted to back out of their 2004 agreement, they ignored provisions of the Clean Water Act and they tried to bully the neighbors with the threat of accepting the car lot or getting something worse. He noted the Neighborhood Association voted to change the list of excluded uses to allow new motor vehicle sales and service, but also voted to form a committee that would make appropriate recommendations to the Planning and Zoning Commission and City Council. Somehow the developers construed these actions to mean they had voted to approve the development, but that was not true. While they were willing to negotiate in good faith, the overall neighborhood sentiment was very close to the 2004 agreement. They did not like the idea of a car lot at that location. They definitely did not want a used car lot and had no guarantees that one would not appear there in the future. To date none of the neighbors had communicated to him that they supported a car lot at that interchange. While one neighbor indicated she was not opposed to it, there were dozens of messages from neighbors who were strongly opposed to it. He commended the developers for considering their requests. At their January 28, 2008 meeting, they presented a perfunctory list of possible concessions, many of which had been offered previously, and they added to that list today. However, since most of the proposals were enforceable only by covenant between the businesses in the Crosscreek Development and not written into the ordinance, there appeared to be nothing to hold them to their promises. While they welcomed their willingness to add landscaping to the development, assist in lobbying MoDOT for a left turn signal at Audubon Drive, add a pedway, and attend annual neighborhood association meetings, they did not agree to the basic request of the development being designed with some sort of unifying aesthetic concept giving architectural integrity to the buildings. While the landscaping was nice, he did not believe it could serve as the only aesthetic unifier at this important gateway to the City. Today they responded to the request for fewer signs by cutting the number to eleven, but having nearly a dozen signs at that intersection still looked like a billboard farm to him. Last week, they offered to point the car lot's public address speakers inward, but they refused to consider less intrusive communication technology. In addition, they had not addressed their request to deter crime by not allowing businesses to be open past midnight. Judging from experience, even when

they make a promise, they could not trust them to fulfill it. If they could, they would bulldoze over the needs of the neighborhood just as easily as they wiped out every living thing on the Crosscreek property. Over its 40 year lifespan, the neighborhood had maintained its reputation as a great place to live and raise a family, but over the past several weeks he had come to believe the developers would be willing to do almost anything in their quest to make a buck, even if it meant trashing the neighborhood in the process. He understood the Council faced a difficult decision, but believed it was also a wonderful opportunity to show they were serious about good development at the most visible gateways to the City as they had committed to do by supporting the City's Visioning report. He believed getting the development right at this particular intersection was vital to that effort because this development was the foundation upon which all future development in the area and along the coming extension of Stadium rested. He also believed this intersection was the gateway to the City for people coming from the east, north and south. The Council's choice tonight would begin the implementation of a vision for Columbia's future on the east side of town and would set the tone for future negotiations between developers and neighbors across Columbia. He did not believe a car lot fit the image the neighbors had in mind. They wanted an integrated development, such as the Broadway Shops, Broadway Bluffs or Cherry Hill. They did not want the future Stadium to look like Vandiver Drive, Clark Lane or the Business Loop. They felt this development was wrong for this location and the plan was not the vision of the future the community needed. It would bring more development that reflected poorly on the City and the anchoring car lot was the worst part of the ensemble. He believed the developers needed to come forward with a better plan. He asked the Council to follow the Planning and Zoning Commission's lead by voting against the car lot and the plan.

Ms. Nauser asked why he felt the developer would want to invest this kind of capital in something that would not be aesthetically pleasing. Mr. Muench replied he did not have an answer. He thought they would want something that was aesthetically unified. At this time there was no guarantee. They indicated the franchises could make the decision as to their look. Ms. Nauser understood his idea of aesthetically pleasing was something uniform where everything looked the same rather than each place having its individual character. Mr. Muench stated they wanted something aesthetically unified like the Broadway Bluffs or the Broadway Shops. Ms. Nauser noted the City did not have an ordinance that required architectural controls. Mr. Muench stated he understood, but commented that they did have a Visioning Plan that talked about the gateways into the City, so he believed it was a valid consideration.

Ms. Nauser understood he did not believe this was an appropriate spot for an auto dealership and asked where one might be. Mr. Muench replied the location of the old Ramada Inn since there were already many auto lots running down Vandiver Drive.

Ms. Hoppe asked if he would discuss what he wanted with regard to signs. Mr. Muench replied they wanted signs that combined several signs for businesses onto one pole. He explained they wanted to see signs similar to those required for the Centerstate Development, such as the sign for the Hilton Garden Inn as it would have some artistic merit. They also would not mind the type of signage seen at the Broadway Bluffs or Broadway Shops.

Mr. Skala asked if he or the Neighborhood Association participated in the 2006 rezoning involving the change in use. Mr. Muench replied the Neighborhood Association did, but he was not involved at the time. Mr. Skala explained he was curious to know of the Neighborhood Association's participation in the process then. Mr. Muench stated he understood there was a very extensive process in the development of this list of excluded uses.

Ms. Hoppe asked for an explanation regarding the Neighborhood Association's concern involving the loud speaker system. Mr. Muench replied they were concerned about noise. He commented that they had several members who had been around auto dealerships and understood there were complaints from the Catholic School regarding the Machens Ford dealership in town.

Mr. Wade asked for clarification regarding his comment indicating a rush for approval and when the Planning and Zoning Commission hearing was scheduled. Mr. Muench replied he received notice on December 13, 2007 for the December 20, 2007 Planning and Zoning Commission meeting. Mr. Wade asked when he received material from the developer. Mr. Muench replied Monday, December 17, 2007. Mr. Wade noted he commented that many of the things suggested as improvements since the Planning and Zoning Commission meeting in January had been talked about before. Mr. Muench stated some were discussed in various meetings with the Association between the December and January Planning and Zoning Commission meetings. Mr. Wade understood it was not part of the application presented to Planning and Zoning Commission even though it had been talked about and had now been offered to the Council. Mr. Muench stated he would have to check on each individual thing as it was hard to track everything. Mr. Wade asked when the new material on the proposal arrived. Mr. Muench replied the developer met with the Neighborhood Association last Monday to provide possible concessions. Some had already been discussed in the past and some were truly new. The most substantive thing was the idea of planting perimeter vegetation. They also came up with a few new ones this afternoon to include reducing the number of signs and shortening the signs.

Mayor Hindman asked if it was the position of the Neighborhood Association that the car dealership was something they would not agree to at all. Mr. Muench replied they voted to amend the list of uses for new car sales, but not used car sales. In addition, they also agreed to set up a committee to study the issue and present recommendations. Mayor Hindman asked if that had happened. Mr. Muench replied yes and stated the committee presented a list of recommendations to the Planning and Zoning Commission. He thought the Council had it. Ms. Nauser asked if that was the January 7, 2008 letter. Mr. Muench replied it was a January 6, 2008 letter. Mayor Hindman explained he was trying to recall what they had said about car dealerships. Mr. Muench stated they did not want a car lot at all, but if forced, they could live with one that sold new cars.

Ms. Crayton asked if he thought a car lot would bring as much traffic as the Hollywood Theaters. Mr. Muench replied he did not know. He explained the main reason they asked for the traffic light was because they were concerned the Maguire hookup would cause a lot more traffic on Stadium going westbound and they would not be able to turn left. Ms. Crayton asked if they were concerned about the car lot across the highway with regard to traffic and it

being lit up like the Hollywood Theaters. Mr. Muench replied they were concerned about more traffic and noted a lot of the traffic from the Theater turned right or left, so they did not receive much extra traffic through the neighborhood. He commented that they were concerned about the westbound traffic from the car lot and restaurants that were planned. They recognized there would be development in the area, but wanted it to be good development and one that did not mess the neighborhood up.

Mayor Hindman understood he cited the Broadway Shops and agreed it was an excellent development. He noted as part of that development they had many fast food outlets that were not architecturally consistent. Mr. Muench stated they wanted something better and believed the developer could come up with a better plan.

Janet Langston stated she was speaking on behalf of her mother-in-law, Gay Bumgarner, who resided at 1315 Rustic Road and was very passionate about this. Ms. Langston read a statement prepared by Ms. Bumgarner. Almost four years ago, the neighborhoods had met for many hours with the Stadium 63 developers regarding allowed uses that both sides could live with. In 2006, they had to defend their list. Now years later, the developers again wanted to change the list of uses to include a motor vehicle dealership, not only for the original C-P property but also for the 12 acres to the south of the Stadium extension. She felt the neighborhoods, the City and the developers had made a contractual agreement which should be honored. At about this time, these developers bought more acreage in various locations in the City. She mentioned this because the Council and public were led to believe these developers would face financial ruin if the motor vehicle dealership was voted down. She stated it was not their problem to help this development survive because at the same time they could ruin forever this important gateway to the City and University of Missouri. She commented that they had agreed to one fast food franchise and now understood there could be four. When she spoke to the Council in 2004, they wrote into the ordinance a statement indicating "...the developer should provide a description satisfying to the Council of the overall intent with respect to the development of the property...." Instead they were ending up with a hodge podge of unrelated buildings, which was their worst nightmare. She stated it was hard to look back and figure out how it all went wrong. She pointed out this group cut down an entire mountain and moved it forward, thereby making more lots of fill dirt and ruining the entire area for a few businesses. Ms. Langston noted this statement had been read by multiple people who lived on Rustic Road, which abutted the developed area at the intersection of Timberhill Road.

Gregg Suhler, 902 Timberhill Road, stated he was President of the Shepard Hills Improvement Association as known by the State and the Timberhill Road Neighborhood Association as known by the City and noted their Association met with the developers during December and January on several occasions. A number of the suggestions that had been referred to by the developer originated from the various discussions in an attempt to improve the perceived quality of the development. Foremost among the recommendations was the landscaping features that were part of the Rost proposal. Second was trying to establish standards of materials to be used and prohibited in construction. He commented that an important procedural matter was the commitment made, not only at the development stage but when moving through to a functional commercial area, and steps needed to be taken to

incorporate that into the ordinance process. Last Thursday night, the Association voted on the new car dealership with a strong majority, a vote of 9 to 2, against changing the uses as approved in 2004 and maintained in 2006. He explained they allowed the use of proxies. He commented that through this, the neighbors and developers had been responding in good faith to try to accomplish something over an 8-9 week timeframe that should have been occurring over a 4-6 month timeframe due to the complex issues. He noted the underlying concerns of the neighborhood involved the environment and the questions of adequacy of standards, measurement, monitoring and enforceability. They wondered if they had to wait for something to happen and then respond because that was beyond the proactive spirit of the Visioning Process. He stated another matter involved signage and noted the late developments with regard to it were steps in the right direction. He stated his vote was one of the positive votes as he had seen enough to be in favor of new car dealership.

Ms. Hoppe understood from the 9 to 2 vote, his was one of the two votes. Mr. Suhler stated that was correct and noted his Association only involved 14 houses.

Sutu Forte, 627 Bluff Dale, stated her neighborhood was along the Hinkson Creek and on the other side of the Shepard Boulevard area. The area they were discussing was to the right of her front yard. She commented that in her opinion the gigantic number of creative minds made Columbia special and unique. She noted Columbia, like San Francisco and New York, had a very rich sub-culture community of artists, naturalists, movers and shakers of creative action project and unique shops, restaurants and performance spaces. She believed if they wanted to make a representation gateway to Columbia's jewel, the University, it should be like no other anywhere else. She noted there were many Columbians who deeply valued art and nature and were trying to preserve and revitalize the existing architectural and natural treasures. She commented that their early ancestors, the Greeks, Romans, Chinese and Aztecs, honored their important seats of learning with stunning entranceways lined with statutes, fountains and trees and flowers indigenous to the region. She noted they found a barrage of corporate owned mercantile establishments at every other turn off into Columbia and asked if they could do it differently this time. She asked if it could be done by the students, teachers, artisans, and residents in Columbia working along with the developers. She asked the Council to consider her vision.

Mike Holden, offices at 1207 W. Broadway, stated he believed it was important to strongly consider the car dealership in a favorable manner. He stated he had served on the Planning and Zoning Commission for eight years and had the opportunity to vote on this twice. In his view, an automobile dealership was better than a hotel. He asked the Council to think about the jobs the automobile dealership would create. He commented that the nation was suffering from a recession and the City had seen a decline in sales tax revenue. During the last election, they talked about producing high paying, high quality jobs and he believed there was a big difference between an automobile salesman and people who cleaned hotels. He was appreciative of the need for hotels and those who worked there, but felt this was an opportunity to bring high quality, high paying jobs to the community. He commented that Ms. Hoppe asked a good question with regard to the enforcement power of the covenants, conditions, and restrictions by the neighborhood associations. He believed the way to do it was to make the neighborhood associations a third party beneficiary of those restrictions, so

they had enforcement rights either through the neighborhood association or through individual homeowners within a certain area. With regard to aesthetic quality, he noted there were developments with fast food restaurants that matched aesthetic quality, such as the Arby's at the Broadfield and Broadway. His recommendation, as a former Planning and Zoning Commission member, was to allow the car dealership and the rezoning while working out the necessary details on the plan. He reiterated they should have a car dealership over a hotel as it was a much better addition to the City. Like Ms. Nauser, he wondered where a better place could be for a car dealership. He understood the old Ramada Inn site was mentioned, but that was not planned zoning. The Council had the opportunity to control how this looked, so this was a better site than the old Ramada Inn site.

Brian Treece, 2301 Bluff Pointe, stated he lived in the East Pointe Neighborhood behind MFA Oil and the Hollywood 14 Theaters. He commented that if the Council valued the recommendations of the Planning and Zoning Commission, they should let the developer's representations in 2004 and 2006 prevail. If they modified a condition of the original zoning application, he would argue the zoning change would not have occurred. He believed the developer's representations to neighbors, as expressed in the 2004 and 2006 zoning authority, along with the exemption of the car lot, had to be upheld by the Council or the entire zoning application needed to be reopened to those pre-2004 discussions. He did not believe a 12 acre car lot was an appropriate use for this land. Zoning classifications did not distinguish between new car sales, used car sales, service or franchise auto lots. They might say Lexus tonight and Scion tomorrow. He understood everyone was comparing this to the Nissan dealership and noted this lot was twice the size of that dealership. He did not believe this was the first and last impression they wanted for the 70,000 Mizzou fans turning off of the access to Faurot. He commented that he lived along Grindstone Creek and routinely heard Marching Mizzou practicing on Faurot Field and Reactor Field. He believed he would be able to hear the speakers from this proposed car lot. There was no distinction or protection for the neighbors concerns when it came to delivery, additional lighting or signs. He thought this might as well be zoned C-3 because they were only meeting the minimum requirements. He agreed they made a few adjustments, but no common architectural requirements or themes had been offered. In addition, the unifying architectural theme would be completely gutted if they exempted a Taco Bell franchise in the middle of red brick and cast stone. He asked if this was the appropriate standard that they wanted to set for the extension of Stadium from the 63 intersection all of the way up to I-70. He did not think they wanted another Clark Lane.

Leroy Sharp, 3103 Timberhill Trail, stated he was one of the members of his association that voted against the car dealership and his big concern involved what would happen to the 60 plus acres and the surrounding area after these gentlemen were long gone. He noted the introductory comments indicated future plans by the City to extend the Grindstone Trail and stated this was great news to him since he was a user of the trail and the idea of having a trail close to his house appealed to him. He commented that he did not want to pass an area where the trail was extended and see something vastly different from the rest of the trail. He provided three pictures for the Council to view. The first picture was looking to the south and showed the undisturbed terrain, the second picture showed the mid-

section and the third picture showed the north end. He provided additional pictures to the Council and explained with the first series of pictures, there was some extensive sloughing off of land. He thought they had a problem because the area on the slope was a big percentage of the total development. While he took the second series of pictures, they were putting out stone, dirt, and concrete in freezing weather, so they were making a big effort. At the same time, however, after these gentlemen were gone, he believed Columbia would have a problem with what was done there with regard stability because they were building to the edge of the slope and it dropped off.

Deanna Walkenbach, 407 Pyrenees Drive, stated since Joe Machens already had a Toyota dealership in town, she did not see how much economic stimulus this would really provide.

Dan Jordan, 2700 Cardinal Drive, stated he lived in the Shepard Boulevard Neighborhood and the very thing that made this site of interest to the developer, which was location, also made it of interest to the City. It was a gateway that required the City's best efforts at development because this would be the first impression. He commented that he was convinced this was the wrong developer for this piece of land due to the issues of notice of violation and the fact they were requesting a change to the agreement they had with the neighborhood association. He felt the restrictive covenants being suggested would put the fox in charge of the henhouse. He understood they could do a lot of things within C-3 and C-P zoning, but did not believe they had to like it. He commented that his neighborhood had never been opposed to commercial development in principle. Evidence of that was the O-P and C-P zoning at Stadium and Audubon. They worked that out with developers, Rex and Patricia Waid. It happened because the developers of Stratford Chase had a vision that fit the real estate. He noted they were skeptical, reluctant and in opposition at first, but they showed the neighborhood their vision and why it was appropriate to that land. He commented that the idea of making the neighbor's a third party beneficiary to this so they had to hire a lawyer to enforce things that were meant to protect the entire City was not right and would not work. He believed those considerations should be part of the ordinance.

Ms. Hoppe asked why he felt this location was not appropriate for a dealership. Mr. Jordan replied this location was not appropriate for a forest of pole signs.

Mr. Skala asked if he was involved in the 2004 and 2006 rezoning and use decisions. Mr. Jordan replied yes and noted he spoke against the use change in 2006. They worked out a deal in 2004 and the developer went to the Council, who allowed them to change the deal worked out with the neighbors. It was now being changed again. Mr. Skala asked if in 2006, the Neighborhood Association was opposed to the use change for the hotel. Mr. Jordan replied he recalled they were, but noted he could only speak for himself. He commented that he was in opposition because of what happened to the process of negotiation and deal making.

Ms. Hoppe asked when the developers requested the change in uses in 2006 if the neighborhood was given the opportunity to put in more of what they argued for but did not get. Mr. Jordan replied he knew of no such opportunity.

Mr. Wade asked how far ahead of time the developer of Stratford Chase, which was the commercial/office development at Stadium and Audubon, began talking to the neighbors

before the proposal went to the Planning and Zoning Commission. Mr. Jordan replied months. He noted he was Chair of the Shepard Boulevard Neighborhood Association and Rex Waid came to his home asking to bring it before the Association. He reiterated he was skeptical at the thought of having commercial in the neighborhood and pointed out they met with the Association as a whole and then had smaller meetings. Mr. Wade asked how many months. Mr. Jordan replied he thought it was 10 months at a minimum.

Ken Midkiff, 1005 Bellview Court, stated he was speaking on behalf of the Osage Group of the Sierra Club and had four issues primarily relative to the automobile dealership. Those were the large signs, twenty-four hour lighting being utilized, the fact most people traded used cars in for new ones so there would be used cars stored or on display at the site leaking oil, antifreeze, hydraulic fluids, etc. and the fact it would add to the degradation of Grindstone Creek. He commented that the sewer line ran down Grindstone Creek with a hope it would correct the problem with bacteria. Since most of things leaking from cars were toxic, if there was a fish kill, it would continue to place the Grindstone Creek on the list of impaired water bodies. He commented that accidental releases also caused issues. He noted any violation would be process driven and not preventative due to the storm water ordinances and manual. A violation would occur only after stuff went into the creek. He commented that this was not consistent with several recommendations in the Visioning Report, particularly those involving communication and cooperation. This C-P plan allowing an automobile dealership was unilateral as the neighbors continued to object. He noted they had three recommendations. If an automobile dealership was to be located at this site, the entire area should be bermed, stormwater should be retention and harmful materials should be removed. It should be bermed so that runoff to the Grindstone Creek was no more than when grass and trees occupied the site. The stormwater control manual indicated the goal was to minimize stormwater runoff. He also recommended that none of the automobile dealership, including the signs and lighting, be visible from U. S. 63. In addition, he thought this request should be rejected and returned to work out problems with the neighbors.

Sid Sullivan, 2980 Maple Bluff, commented that he believed a car lot was a premature idea for this area. He understood this was a site planning event and site planning indicated the terminus of Stadium Boulevard was at the intersection of Stadium and U. S. 63, but he did not agree. East of this development was residential and agricultural zoning and south of this development was industrial and commercial zoning. They would probably have a population of 10,000 – 20,000 within the next 10-20 years east of this development. He noted the sewer line had already been extended to the east and that would encourage development. He suggested they look at the roads. The developer acknowledged there was a pending environmental impact study for the east Columbia roads. Since it was pending they did not know where the roads would go. In addition, the City and County planning departments were meeting to discuss issues of peripheral planning. He also understood there would be some planning and managed growth in Columbia, which would go beyond strict site planning. He suggested they look at an extension of Stadium that would head southeast, follow the south bank of the Grindstone and hook up with Route WW. This would provide neighborhood access from the east to the new development. It would also encourage commerce by allowing new residents living on the east side access. In addition,

once the neighborhoods were defined, it would allow an economical roadway to allow residents to get to commercial or business sites. He urged the Council to not consider this car dealership because it would block the potential development of a road that could connect the east residents with the City of Columbia.

Vicki Carstens, 712 Timberhill Road, stated she was one of the nine members of the Neighborhood Association that voted against this change in usage. Part of the reason was due to the amount of time, thought and good faith effort they put into working out the 2004 agreement that specified the uses. They worked at length to refine the list of uses and detailed statement and had hired a lawyer. They felt they had participated as good citizens in doing what was needed to have a hand in shaping this development, so it would be something nice. She noted the developer had negotiated with them because they were directed to by Council. They presented a vision of a nice area of shopping and restaurants, so they, eventually, had gotten to the point where it would be acceptable. They were dismayed by the continual requests for changes. She stated they did not want a car lot there because they felt it was at odds with what they had worked out in the first place. It was hard to imagine this area having any kind of reasonable character if they had upscale shops and restaurants next door to a car lot. It did not seem to fit together. She commented that they had not had a good experience with this entire process and did not have much faith in the outcome if this was allowed to go forward.

Mayor Hindman understood she was involved in the 2004 negotiations, which did not involve this land. Ms. Carstens agreed this would be on the piece that was added. They thought the original ordinance should apply to the whole property. The Council chose to view them as separate pieces. She noted it was all in the same place and they thought it should have an overall plan to it. She believed it should be presented together. Mayor Hindman asked about the piece that was added. Ms. Carstens replied she recalled the piece that was added was the piece just to the south of Stadium and along 63. Mayor Hindman asked if a car lot was discussed when the list of exceptions was developed. Ms. Carstens replied it was discussed and was something they did not want there.

Ms. Hoppe asked if the owner mentioned purchasing additional land during their discussions in 2004. Ms. Carstens replied not that she recalled. Ms. Hoppe understood when working with the developer, they thought that was the whole project. Ms. Carstens replied yes. They thought there was a concept for how the whole piece would be used and did not anticipate property being added.

Don Stamper, offices at 2604 N. Stadium Boulevard, stated he was representing the Central Missouri Development Council and asked the staff and Council to set the record straight as to why this was delayed to December. He thought it was disingenuous to not respond to those making accusations that the developer was trying to force it through. He understood it had been delayed almost two months at the request of City staff. He urged the Council to approve the project as requested and to approve the modification to the statement of intent. He was concerned about the impact of tighter controls and restrictions to planned zoning. He pointed out a statement of intent was not a matter of law. It was something Council put into place so they would have an idea of the overall intent for the use of the property. He questioned whether they were at a point where they could not go back and

modify it or give additional consideration when there was better information or a better opportunity. If that was the case, they were defeating the purpose of planned zoning. Since this had started, there was another piece adjacent to it that had been proposed as a development, so this was a dynamic that was constantly changing. If they could not adapt and adjust as a community, they would lose opportunities. He noted Mr. Holden made a great point in that if a car dealership was not done here, it would be done on another parcel of land where they would have minimal control. They would be passing off opportunities on landscaping and other concessions made by the developer. He believed they were driving actions to parcels with open zoning. He challenged the idea of not being able to adjust a statement of intent. With regard to the Waid request, he did not believe it was a year. He recalled them coming to the City, it having problems and them meeting with the neighbors over a series of weeks or a couple of months to come to some conclusion. He noted this developer had worked with the neighbors, but were unable to draw complete consensus. He urged the Council to give consideration to the idea that this was a constantly changing dynamic and to not defeat the purpose and role of planned zoning. He pointed out during the Visioning Process, economic development and a financially prosperous community scored just as high as many of the other rankings.

Ms. Hoppe understood the delay was due to waiting on a response from the Planning Department and noted that would have provided an opportunity to start a dialogue with the neighbors. Mr. Stamper stated he was not the applicant, so she would have to ask the applicant about that. He commented that his understanding was that the application was made to the City two months prior to the December hearing date. They were asked to hold it in lieu of other issues. It was not something they tried to get through during the holidays. They were left with the holidays because they could not get it done in August.

Mr. Skala commented that Mr. Stamper was correct. He understood one of the things that held it up was the consideration of the reconfiguration of Lemone to the Maguire extension. It was not the fault of the developer.

Mr. Skala did not believe they were so inflexible they did not change statements of intent or uses. He noted there was a use change in 2006. Mr. Stamper agreed and clarified his comment was based on where he felt things were going. He commented that the community felt they owned property when it was green and lush when the actual ownership and right of ownership existed with another person. He believed they needed to find a balance between economic development and the environment. Mr. Skala thought that was generally true, but thought that broke down slightly with sound, light, etc. that transcended borders. Mr. Stamper stated he was struggling with the idea that a speaker on a car lot would overcome 45,000 cars per day on Highway 63 and the many cars on Stadium Boulevard when it was extended. He noted this would be a completely different environment.

Ms. Hoppe asked if he would agree there were certain places where certain economic development should be and other locations where it should not be. She thought one could be opposed to economic development in a particular location because it was not the appropriate spot without being against economic development. Mr. Stamper agreed it had to do with location and asked what she thought would happen on this corner with where it was positioned and with the future transportation projections that had been on the records for 20

years. He did not think this would be a place where they would leave green space. He commented that Council set the tone for this when they approved to develop it. Now, it was a question of what would be in the development and whether it could be altered. Ms. Hoppe stated that would set the tone for what would happen if Stadium was extended. Mr. Stamper understood Stadium would be much more restrictive in access than what the corner would provide and would not establish itself for commercial corners. As they looked generally at the entire east corridor, because the trunk line sewer and the south and north forks of the Grindstone, there would be growth in the area. He felt the City would want that from an economic standpoint. It was a question of how that growth would be configured. Ms. Hoppe agreed.

Mr. Stamper commented that the Council adopted a stormwater ordinance and in theory that should trump all of Mr. Midkiff's concerns. If it did not, the Council did not do their job. He pointed out the south fork of the Grindstone was not on the impaired waters list.

Mr. Wade commented that the record gave the dates of the formal public meetings, but did not give the dates of informal conversations between Mr. Waid and the neighborhood. He recalled one of the hallmarks of that project being the fact that he began that conversation at the conceptual stage, which was at least 6-12 months ahead of final approval. Mr. Stamper stated he recalled that it was significantly delayed because when it came to the Planning and Zoning Commission, they were not in agreement and he had to go back to the neighbors. Mr. Wade commented that the process worked in a far different way in terms of a relationship. Mr. Stamper thought this one could as well.

Jenny Young, 2245 Bluff Boulevard, stated she just moved from Colorado to the Shepard Boulevard Neighborhood about seven months ago. One of the reasons they chose to live in Columbia was the City's commitment to green space, open space and trails. She did not know what went on with the neighborhood associations in 2004 and 2006, but she did know, from driving to the location and looking at it from her backyard, this was an inappropriate place for a car dealership. She asked the Council to not approve this use change. The land adjacent to the neighborhood and the creek system was a wildlife and aquatic life corridor. By definition, a car lot was completely different than a movie theatre or hotel because it involved more cement and lighting. She found it interesting that no one brought up the lighting associated with the signs. They would essentially have a usage, which by definition involved less green space, more runoff and more light and noise pollution. It was worse and different than a movie theater. This was why the neighborhoods were opposed to this usage. She asked the Council to take that into consideration and to not allow the change.

Dave Griggs, 801 Business Loop 70 and 6420 Highway VV, commented that they knew where Stadium Boulevard ended today and that it would be extended to the east. This extension was on the sheet being considered by EIS, so the alignment spoke for itself. He stated many things he had heard this evening were fundamentally flawed in his opinion. Being a customer of Machens, he understood used cars, if they had any, were reconditioned and did not leak oil, antifreeze, gasoline, transmission fluid, etc. If they had ones that leaked, they were wholesaled and gone. New cars did not leak. In comparing this site to Hollywood 14 Theater, 500-600 cars per day were at the Theater and many were older or not well

maintained. He believed a lot more cinders, salt, slush, etc. came in and out of that facility and did not think there were any provisions for underground storage, detention of water and runoff or filtering. The proposed development was far more environmentally friendly than the Hollywood 14 Theater. The developer had invested a lot of money in making the whole corridor friendlier for traffic. He agreed with Mr. Holden in that the potential of a Ford or Lexus trained mechanic whose base pay rate was \$65-\$70 per hour was an asset to the community. In addition, the sales tax revenue generated by this change would be intensive and those dollars were needed to fund police, fire service, the maintenance of trails and pedways and everything else that helped the community in being a better place to live. He urged the Council to consider this.

Curtis Altis, 1505 Azalea, the Vice-Chair of Shepard Boulevard Neighborhood Association, commented that this issue appeared to have a lot more to it than other issues before the Council. He stated there were a lot of environmental, aesthetic, and ethical issues. He understood a comparison had been drawn between this and the development at Broadway and 63. As far as aesthetic design, most of that development was a continuous structure and maintained its design. With regard to the proposed development, he understood they had an aesthetic or architectural integrity item listed in the plan. He thought it might have been dropped somehow. He noted he did not find issue with the signage at the development at Broadway and 63. During their Committee meeting regarding the proposed development, they discussed recommending monument signs instead of pole signs. He commented that he did not feel much was being offered as it involved things they would do anyway or was something that would not make a difference. With regard to the reduction of sign height, he understood they wanted to put signs against the perimeter of the property and did not believe the height could be above 35 feet anyway. If that was the case, nothing was being given. He also questioned the Council's role and wondered if they would rubber stamp the proposal if the plan was in compliance or if they consider public opinion.

Mayor Hindman asked if he was involved in any of the negotiations. Mr. Altis replied not really. He noted the 2004 issue was over with. He did participate in some of the discussions in 2006. Mayor Hindman asked if there was discussion about car lots in 2006. Mr. Altis replied he did not recall that being a part of it. He pointed out he thought the car lot encompassed a larger area than the lot that was added later.

Gregg Suhler, 902 Timberhill Road, stated he was speaking as an individual versus on behalf of the Neighborhood Association and his vote was one of the two votes in favor of the developer. He regarded the responsiveness to suggestions with respect to landscaping themes and architectural materials as elevating the process. He commented that the process was dynamic. He explained that in 2004, there was discussion of additional land being anticipated to be required. They were involved when the developers only had options on the land. Several people in the Shepard Hill Neighborhood Association indicated they did not want a used car lot or repossession/resale lots. There were no objections to new car lots. He commented that new cars were added to list of prohibitions, not by the neighborhood, but by the developer's attorney as a no cost concession. He commented that he drew attention to it when it first came back and was told they were just strengthening that section of the

document. He noted it was being strongly defended and thought people might appreciate it now, but it was not part of the discussion regarding the 2004 ordinance.

Mayor Hindman asked if he was involved in the 2006 negotiations. Mr. Suhler replied yes. Mayor Hindman asked if a car lot was discussed at that point. Mr. Suhler replied it was not brought up by anyone. Only the hotel use for the 12.85 acres was brought up. He noted they strived to retain the hotel use to just the 12.85 acres, although there had been attempts to expand it.

Ronda Lenzini, 2407 Shepard Boulevard, stated she was the former Secretary of the Shepard Boulevard Neighborhood Association. She commented that she moved into the neighborhood almost five years ago and was immediately embroiled in Stratford Chase and then this development in 2004. In 2006, she spoke against the hotel and development in general. After a lengthy hearing that night, the Neighborhood Association did not get everything they wanted and the decision to have a hotel on the property was made. Much had been made during those discussions about the City's vision and the use of that property as a gateway. She commented that the Council took a break and those gathered at the elevators were reassured by the Mayor and a couple of other people as to what a perfect place that would be for a hotel. She stated she trusted the wisdom of the Council and the process and asked if the car lot and other uses for the property fit their vision. She noted she wanted to echo Mr. Jordan's comments, which was a testament as to how passionate they were about the neighborhood. They felt their neighborhood was beautiful and special and asked that this development represent that.

Catherine Parke, 413 Thilly Avenue, stated in urging the Council to vote no on the car lot proposal, she wanted to identify an additional perspective on the economic potential of the proposal. She did not believe this proposal was developmentally and economically sound. It fell into the same old category of development, which was not what the City needed or should be pursuing. Insightful economic planning could be achieved in an integrated variety of ways that merited active discussion in the on-going Visioning Process. One of those ways was not to appear to be out of date and ill-informed regarding cutting edge development business and land use concepts.

Cameron Dunafon, 4905 Fall Brook Drive, stated he intended to purchase one of the lots within this development. People had talked about major corporate offices, which had a place in the community, but restaurants, car dealerships, etc. also had a place in the community and made a big impact. They generally had a payroll of \$300,000 in a restaurant, which involved local employees and was money that went back into the economy. It was also something used on a daily basis. While this was not a corporate office, he believed it was a very good use for land on a high traffic corner. These types of businesses were typically located in areas such as this.

Mr. Beckett stated the 2006 ordinance was not a change in the previous zoning ordinance. It was original zoning of an additional 13 acres that was added to the original 42 acres. The list excluded uses from the 2004 ordinance was used as a guide in the 2006 ordinance with the exception of hotels. The only change with regard to the use was the one he was asking for this evening. He noted they provided other plans to staff, which showed multiple users on the same tract the car dealership was proposed to be on, and were told by

City staff, they could not have that many different users on the lot because it generated too much traffic. Times changed and this idea came up, so that was why they were back here. They felt this was an appropriate and traffic friendly use for this tract and believed it was a location where a car dealership should go. There was a comment indicating many of the things they were offering would not be guaranteed. They had agreed to impose on themselves, via the statement of intent, the things enumerated earlier. Those things would be binding on them and it would not be incumbent on neighbors to enforce it. The City would have to enforce it. He noted this included the landscaping perimeter design they agreed to impose on the lot owners via the declaration of covenants. They did not intend to let anyone outside of the development enforce the declaration of covenants. With regard to the loud speakers, he commented that while standing on the car lot and looking at the interchange, it was like climbing a mountain to get to the Shepard Boulevard Neighborhood. He did not think they would hear a loud speaker, but due to concerns they had agreed to direct the loud speakers toward the interior of the lot and not operate them any louder than needed to accomplish their purpose. He commented that they were not trying to bully anyone. They had proposed a good faith list of concessions they were willing to make if they were allowed to put in a car dealership on the lot.

Ms. Nauser asked when the plan with the other proposed uses was submitted to the City. Mr. Beckett replied his client indicated it was last spring. Ms. Nauser understood they were agreeing in the statement of intent to impose a declaration of covenants and restrictions for those lots, which included the use of only specified exterior building materials and prohibiting use of others, and asked what that might entail. Mr. Beckett replied those were attached as an exhibit to the declaration of covenants sent with his January 31, 2008 letter. He noted he believed a concern had been expressed from the neighbors to the east that the rooftop units on these buildings would be loud and heard all of the time, so they inserted in the architectural design criteria attached to the declaration of covenants a requirement that rooftop units be of a kind that had baffling units built into them or had other exterior baffling aspects incorporated into them. Ms. Nauser understood LEED certified products, stone, cast stone, architectural stone, brick and glass were some of the approved building materials. They were not talking about vinyl. Mr. Beckett stated they were prohibiting the use of vinyl and long span metal building siding, plywood, corrugated metal and shake shingles on exterior walls. Ms. Nauser understood they were using higher quality building materials. Mr. Beckett stated that was correct.

There being no further comment, Mayor Hindman closed the public hearing.

Ms. Hoppe stated she did not believe this was about being against economic development or jobs. She felt this was a decision as to whether this was the right location for a dealership. If a dealership was not allowed at this location, there was another place within the City it could go. She noted the City had hired some experts to look at how they could improve the entrances into the City and she participated in that discussion. They were looking at a cost of \$200,000 or more in beautifying the entrances. During that discussion, this location came up as one the public thought was important to the City whether or not Stadium was extended. This was the location people got off of the highway to go to the University and University Hospital. It made a statement about Columbia and was a Council

concern when looking at gateways. She commented that it was not a question of whether Machens was a good dealership as she believed they had a good reputation. She believed the question was whether they wanted a dealership at an important entrance to the City. She thought this would set a standard and precedent for what would happen on Stadium as it was extended. She noted Stadium was a beautiful road from the Mall all of the way through College and felt this type of aesthetic needed to be continued as that was what the neighbors wanted. She stated they had good, upscale neighborhoods close by and they wanted something that was positive for the neighborhood. She commented that they were just beginning to get into the issue of stormwater control and wondered if being by the forks of the Grindstone was the right location for a dealership. She asked if they should be experimenting and working out the kinks in another location first. She did not believe they wanted a dealership with all of its pollutants because if it went wrong, they would destroy the creek. She noted she had a problem with the restrictive covenants since they were not enforceable by the City or the neighborhoods. Another concern of hers was the fact this developer had made an agreement with the neighbors where the neighbors gave things up and allowed things for the 2004 rezoning and the developer then came back in 2006 asking for something different and was again coming back asking for something different. She felt the Council had an obligation to honor the agreement, especially in light of other problems with a dealership on that corner. There were a variety of problems to include lighting at night. She commented that the neighbors asked that the deliveries be restricted to 7:00 a.m. so they did not have to listen to trucks during the night and early in the morning and the developer did not agree to this. With regard to the loud speakers, if the neighbors could hear the band at Faurot Field with traffic on Highway 63, she believed they would also be able to hear the loud speakers at the car lot. In addition, there was an issue with regard to how the land was cleared and the problems the developers had with the Army Corps of Engineers. She believed the land next to MoDOT should stay as green space as there was already a lot of disturbance there.

Ms. Hoppe stated her inclination was to not approve the change in zoning for MoDOT land. She did not believe this was an appropriate location for the dealership as it would set a tone for other areas. She also felt the C-P plan was deficient as the neighbors wanted something that was cohesive and attractive. She commented that this was a gateway area and they had a chance to do it right the first time versus having to come back ten years from now asking for improvements because it was not what they wanted. She thought this should be an attractive area and did not believe a dealership was appropriate for this entrance area.

Mayor Hindman commented that someone had pointed out to him that in 1997 the owner of about 45 acres of this property asked for the property to be rezoned for commercial uses. He indicated he was willing to donate 24 acres at the confluence of the creeks to the City for a park and the neighbors objected and the request was turned down by Council.

Mayor Hindman asked to be shown what the developer owned in 2004. Mr. Teddy described it using the diagram on the overhead and noted it was everything around the crescent shaped piece other than the MoDOT right-of-way being discussed tonight. He explained that although it was not superimposed, generally the heart of the car dealership was within the part that was rezoned in 2006. Mayor Hindman understood they did not own it

at all in 2004. Mr. Teddy commented that he understood it had been acquired after it had been split. Mayor Hindman asked if they had owned the land with various lots on the left hand side of the diagram, which was the north portion of the site and the south portion on the other side of the creek, but did not own the area where the dealership was proposed. Ms. Hoppe asked if the 2006 purchase involved 12 acres. Mr. Teddy replied the figures in the old zoning cases understated the acreage. He explained this entire site, which involved everything under discussion tonight, totaled 74 acres. When adding up the earlier figures, it did not come near 74, so something was not accurate. He pointed out they verified the legal descriptions this time and the 74 acre total was accurate. He noted a comment regarding that was included in the report to the Planning and Zoning Commission. Ms. Hoppe understood the dealership involved 25 acres. Mr. Teddy stated it was just shy of 23 acres according to the applicant's data.

He understood open space and steep slopes to the creek on the southeast side would be included on that lot.

Mayor Hindman asked if in 2004, the developer negotiated a change from residential and agricultural to planned commercial. Mr. Wade thought it was agricultural. Mr. Teddy noted the whole piece was A-1 at one time. Mayor Hindman understood it was negotiated to planned commercial in 2004 and that was when the restriction with regard to the automobile dealership was included. He noted they had heard different descriptions as to what had occurred during discussions. One person indicated car lots had been discussed. Another indicated there was not objection to new car lots, but the developer graciously added it. He understood in 2006 the developer acquired extra acreage, which was more or less where the car dealership would be located. He noted when that was rezoned, it had the same restrictions as the other part of the property with the exception of the hotel. He pointed out that when Council agreed to the hotel, it did not change the restrictions on the land that had previously been restricted. He commented that this was actually the first request for a change of use on the 12 acres, even though it was more than 12 acres due to a discrepancy regarding the number of acres on the different tracts. Mr. Teddy noted the 12 acres was a result of a tract split and was not done with City authorization. The property was simply divided. The City did not recognize it as lot boundary with any significance. It was merged with the rest of the real estate. When the 2006 addition was approved, it was understood and agreed the hotel would be in that location. He noted a concerned citizen indicated automobile sales as a use could be allowed anywhere on the 74 acres due to discussions with regard to the original statement of intent, but the applicant was agreeable to restrict automobile sales to Lot 110.

Mayor Hindman noted the grading that had taken place caused a dramatic change in the character of the land. In talking to the University, they indicated this was one of two places in town that had the most dramatic land use change. A spectacular amount of grading took place and, in his opinion, it was done on the basis of speculation in order to make it as developable as possible for any use. He heard from many who had concerns regarding the destruction of property with no known outcome. In 2004, a representation was made by someone on behalf of developer that they planned on putting in a mixed-use infill development with commercial, retail shops, restaurants, office and some residential. They

also planned on putting in trails at the bottoms and along the bluffs and a trail head if they could get a road down there. He noted that was in 2004 and did not include the property they were discussing now. He commented that what actually happened was speculative grading that still had not produced anything. In addition, there were violations with respect to EPA.

Mayor Hindman commented that there were some things he liked and disliked with regard to the plan. He thought the landscaping in general was very good. It was unfortunate the landscaping for a car lot could not be as good as the landscaping for a hotel. When thinking of this as a major entry into the City of Columbia, there would be less landscaping due to it being a car dealership. He stated he did not agree with the arguments relating to the degradation of the creek because he understood the stormwater ordinance contained extra requirements for car dealerships. Mr. Glascock stated he thought it would be done like parking garages where they would have oil and grit separators. Those were maintained every couple of months and he assumed that was what the process would be here. Mayor Hindman noted the stormwater ordinance was supposed to take care of these situations and if it did not, it was the City's fault for not having an adequate ordinance. He believed the claim of degradation of the creeks due to this being a car dealership as opposed to another kind of parking lot was not a good argument. He also did not believe the economic development argument was good either because he thought they would find a new location for the Toyota dealership. He pointed out he agreed with the decision in 2006 to allow a hotel to be built at that location. He was concerned with the decision of not allowing the developer to do some things they might have originally proposed due to traffic, which caused them to request the car lot, as he felt it was an unfair situation since the Council might not approve the car lot. He noted he appreciated the reduction in signage, but was still concerned with it. He stated he was leaning toward allowing the developer to build the hotel or allow another use already included in the rezoning. He agreed with Mr. Stamper in that things changed and the Council had to look at each one, but also believed there needed to be a significant change to justify not sticking to the agreement, although the background on the agreement was a little fuzzy based on the information received.

Ms. Crayton commented that she did not blame the neighborhood for their feelings, but also thought it was a situation of "not in my backyard" and "put it in someone else's neighborhood". She noted it was a little ironic in that the City wanted people to invest in Columbia because she felt a person would be crazy to spend a lot of money to buy land in the City without being able to do something with it. She understood many felt it was a beautiful piece of land, but in her opinion it was a hill with a lot of weeds. She stated no taxpayer wanted to spend money to fix that side of the road. Here was someone who was willing to spend their money in exchange for a development in the area. If they said no to the changes and that person decided not to spend their money, the City would have to pay to fix that side of the highway. She noted Hollywood Theater was busy on Friday and Saturday nights with cars everywhere. She felt the neighborhood associations needed to be specific and put in writing they would not go any further. She thought a couple of people had indicated that, which was fine. She pointed out that some might get tired of spending money in Columbia and go up the road instead of dealing with the hassles here. She noted this was also said about the development at Broadway and 63. Either the City's zoning policies and stormwater

ordinance worked or did not work. She thought this decision needed to be made at the beginning in 2004.

Mr. Janku agreed this was an important entryway into the community and noted that would guide his final decision. He thought they needed to take great care because it would set the tone of development as Stadium was extended to the east. It was also a precedent for other development in the community. He understood the concern with a car lot because there were some unattractive car lots in the community and the industry had resisted attempts to apply similar standards to their developments. He commented that there was a new one, which was more attractive. He noted they were getting ready to spend money to landscape an island at Old 63 and Stadium and felt if they were going to have an attractive entryway, they needed to be sure the development was designed and built with proper landscaping versus trying to retrofit it. Anything built here, going forward, needed to have it incorporated into the original construction. With regard to noise, he commented that they were in the 21st century where people had pagers and cell phones, so he was amazed they still wanted to rely on a box to communicate. He understood the developer was considering building an apartment complex south and east of the car lot, which was the direction the speakers were being aimed, so there would be a potential conflict. Unless they had clear authority to take the speakers away, he could not support it. Another concern he had involved signage. He noted the franchise restaurants at Centerstate, the Broadway Marketplace and Broadway Shops only had monument signs. They did not have pole signs. If this development was going to meet the standards of what they anticipated for new, quality developments, they could not have a forest of pole signs. He agreed it could have a couple typical shopping center signs that were relatively attractive and well placed, but not a forest of pole signs. It was rare to see a new restaurant within a planned development having a pole sign in this community. He noted that if they had the right controls in place with another look at landscaping, etc., it might work, but with the way it was currently proposed, it was not acceptable as a gateway to the community.

Mr. Wade commented that the development of this location was one of the most important he had been involved with since he began as a member of the Planning and Zoning Commission in 1992. Around 1995, there was discussion by the Planning and Zoning Commission regarding the future use of this property. He was quoted in the newspaper in 1997 as stating it had to be commercial and fairly intensive commercial. There were not many intersections of that high level of roads, which they did not want to waste on low intensive uses. With regard to the initial discussion on the tract, he argued it needed to be intensive commercial, but since the future of the infrastructure to support it was so far away, the site needed to remain agricultural until the infrastructure process was further along if they were going to get good quality planning for site development. He supported the original use agreement and opposed the changes in 2006. He understood the Neighborhood Association operated on the assumption that the original agreement was to apply to the commercial development and opposed the changes. Although he did not think the changes were bad as he believed hotel was very appropriate, he opposed adding the 12 acres to the entire C-P plan. His argument involved its history in terms of land disturbance. He thought those 12

acres could remain agricultural to either be landscaped as a gateway or used as mediation for the land disturbance damage.

Mr. Wade noted he had three major concerns with the proposal before them. He commented that he believed the proposal was unoriginal. It simply replicated what had become the standard for commercial shopping centers. He stated he was more interested in the kind of development talked about in 1997 with a fairly intensive integration of retail, restaurants, entertainment, offices, lodging and residences. This was another cookie cutter approach with separate lots looking for branded national franchises. He believed this remained a poor use for that level of infrastructure at a street and highway intersection. He commented that if they expected developers and neighbors to work together, the agreements they made must be honored. He did not feel that meant they could not be changed, but felt they had to be changed by agreement of all parties involved. It was not fair to the developer or the neighborhood association to continue to have that expectation if they did not honor it. He did not believe the question was whether the car dealership could work at this site, but whether it should be an allowed use and for him it would require all parties of the agreement standing together indicating they had worked out the agreement to make these changes. He thought they would be undercutting the process if they allowed either party without the consent of the other party to change the agreement. He believed there was very late involvement with the neighbors in terms of issues being one week before the Planning and Zoning Commission meeting. He did not feel that was enough time to allow any kind of reasonable engagement. A bigger problem in his opinion was the number of proposed changes made to the project, the statement of intent and the zoning ordinance since the Planning and Zoning meeting. In looking at the changes in the January 31, 2008 letter and in listening to the new ones tonight, he could not find many which were not already known as possibilities prior the Planning and Zoning meeting. He believed this was part of a continuing strategy developed within the development community, and very appropriately so, because they wanted the process to work for them. They just wanted to get past the Planning and Zoning Commission and make changes so it was politically palatable to convince Council without committing to anything that was not needed for approval. That was not an acceptable process to him and he hoped it was not acceptable to a great many in the development community or the community at-large. He believed full project information should be available before consideration by the Planning and Zoning Commission. Only then could the professional staff and Commission do their job properly. This would allow the Council to evaluate the real policy issues. By doing it the way it was currently being done, they were penalizing the many developers who wanted to do projects correctly and in its full development from the beginning. He stated the history on this site did not give him a great deal of confidence that the project would be done right. In his opinion, there had been a continual flouting of community concern and informal standards. One of the lessons from this project was that there was a huge difference between what might be legal by City ordinance and what many in the community believe the standards should be. He suspected a result of this would be attempts to reduce the distance between those differences. A second lesson was that if they were going to expect neighborhood associations and developers to work together in positive ways and search for common ground, all parties must know the

agreements would be honored. For this to happen, the City needed to provide the capability to design and facilitate the process for both the neighborhood associations and developers. He commented that he would have a proposal to include that as an experimental project in the upcoming fiscal year.

Mr. Wade stated they had three decisions. He noted he did not have anything against the rezoning, but was not sure there had been discussion with regard to the best use of that land, so he was not ready to support the rezoning. He thought there might be other uses such as trading for remediation in terms of the Grindstone or gateway landscaping. He commented that the question on the use was not whether a car dealership would work. It involved the process by which they honored agreements. With regard to the plan, he did not believe Council should redesign the plan. He felt bargaining needed to be done at the Planning and Zoning Commission level, so Council could deal only with policy issues. He noted he could not support any one of the three requests.

Mr. Skala stated he opposed the rezoning, use and C-P plan. He commented that this primarily started with the premature clearance of land since it pre-dated a rezoning request. The clearance of the land anticipated narrowing the choices for the rezoning request that was applied for after the clearance had occurred. A good thing that came out of this was that the Environment and Energy Commission and City Council had work sessions with regard to revisions to the land disturbance permitting process and ordinances dealing with steep slopes. He stated his opposition was primarily based on two things. The first was the relationship between development interests and neighborhood interests. He recalled a comment made by Mr. Barrow, the Chair of the Planning and Zoning Commission, indicating it was great to encourage a relationship between the developers and the neighborhood associations, but they talked to each other without a lot of structure. He believed this was the City's fault and thought they should provide some expectations at the very least, so when people sat down together, they would get somewhere. He saw this as a contract and the honoring of a contract. He noted he was not saying it could not change. The other issue involved it being a gateway. He believed there was a greater tendency in the characterization or use of a piece of property when it came to automobile dealerships as they tended to cluster together. He stated they did not know exactly what the alignment would be for Stadium, east of here. He understood they could not hold the developer responsible for what would happen on property he did not own, but since this would continue east, what they did at this intersection would set a precedent for what happened to the east. With regard to rezoning, he thought it might make sense to use the 5.09 acres as a buffer. The use itself had to do with setting a precedent and how they wanted the corridor to look and the C-P plan had some obvious flaws as pointed out by Mr. Janku. The Planning and Zoning Commission report was replete with issues about signage and sound. He agreed it had a tremendous landscaping plan, but it was a perimeter landscaping plan. In addition, some of the 25 percent of trees that would be spared because of the tree ordinance would fall to the axe should the Maguire extension continue. He commented that he read an article about Orlando, Florida where a Planning and Zoning Commission official was talking about consumer driven growth versus production driven growth. He explained production driven growth was what they were trying to do in terms of economic development, industrial parks,

the incubators, etc. Consumer driven growth involved eating, buying a car, etc. A quote from the article was "...Just because we've mistreated 90 percent of what we had doesn't mean that we can't do something wonderful with the remaining 10 percent...." He believed they could do more because they were not far behind and felt this would be a good start.

Ms. Nauser commented that when the process started she was concerned with regard to the change in use due to what was pre-conceived in 2004. She pointed out she was not on the Council then, so she was uncertain of the conversations and process at that time. She noted she did vote in favor of the hotel use in 2006 because she believed it was an appropriate location for that use. When going through her Council packet, she saw a letter dated January 7, 2008 from a neighborhood association indicating about 10 percent of the 400 households who attended agreed to only new motor vehicle sales and services. She understood that was what the proposal had been changed to - new auto sales and services ancillary to those sales. They also listed several other conditions and concerns and it appeared that many of these items had been addressed. She agreed with Mr. Janku with regard to the signage as monument signs were much more attractive and architecturally pleasing than pole signs. She wondered why there was a disagreement when she had a letter indicating it was okay to add new motor vehicle sales to this location, if they could address some of these issues, which she believed had been addressed to some degree. A gentlemen from another neighborhood association of fourteen members indicated that while his association disapproved, he personally approved of the idea for this location. With regard to the entrance of the community, she wondered when it was determined that Stadium was the entrance to Columbia. When coming from St. Louis, Route Z would be a new entrance to the community. Lake of the Woods was an entrance to the community and there were furniture stores, gas stations and strip mall centers. In addition, the 63/70 interchange was always changing. When coming from Jefferson City, the first entrance to Columbia would be the Gans Road interchange. The City's new park would be to the west. With the improvements being made, the landscaping and architecture at that intersection would make it one of the finest intersections in the community. The AC/Grindstone exit included hotels, manufacturing, banks, retail, etc. She did not see anything unpleasant about that intersection. She wondered how the Stadium intersection became the premier entrance into the community. She understood some were saying this was the wrong kind of development for this location because it was an entrance. She pointed out this property was along two major corridors. It was one of the most highly commercial properties they had. It was prime retail commercial development. She understood the developer had put in some architectural aesthetic controls and would be using higher quality building materials. The Highway 740 extension had been talked about and had been in the planning stages for years. Like it or not, this was going to be commercial. It was primarily commercial all of the way through Stadium. She stated she was having a difficult time believing speakers from a car dealership across four lanes and a median would be heard by the majority of people in the area. She understood some felt this was not consistent with City plans and ordinances and noted this developer was complying with the new stormwater ordinance, the stream buffer ordinance, road standards, the lighting ordinance, etc. In addition, they would have to comply with the noise ordinance. She believed they had submitted their plans in good faith. She thought it

was disturbing that they had submitted the plans a year ago and were told it would not work due to traffic. They came back with something else and there was still controversy. She understood some felt developers were not paying their fair share. She noted this developer would have to install sanitary sewers to connect to the Grindstone trunk, install conduit systems for the electric to include foundations, manholes and hand holes, and construct roads to include the Stadium extension through their property, the new Cinnamon Hill alignment and the Stadium/Maguire/Cinnamon Hill intersection. They would also be contributing funds to the extension of the road between the bridges. She noted they were putting in quite a bit of money. Ms. Hoppe pointed out it would be done through a TDD. Ms. Nauser commented that with regard to the TDD, people had the option of shopping at those locations. Ms. Hoppe noted the customers were really paying for it because the developer was being reimbursed. Ms. Nauser pointed out they still had to expend the money up front. She stated she was at a loss as to the controversy. They continue to want to bring new people, development, and opportunities into the community. If property scouts did Google searches when looking at development in Columbia, they would probably find reams of paper showing how big some of these issues could be and would likely go to another community. People would not want to come to this town due to the time and effort involved with micro-management type issues. She agreed with Mr. Wade in his belief that these things needed to be taken care of before they came to the Council. She did not want to micro-manage. She believed they needed a process where people were not changing plans at the Council meeting because it was too confusing and was not fair to the neighbors or developers. She stated she understood they had met all of the City's ordinances and requirements that were in place, so she did not see a problem with allowing this to go through. If there was a problem, it was not with their proposal. It was with the policies they had in place.

Mr. Janku asked if there was an interest in tabling this issue. Mayor Hindman stated as he heard the arguments, there would be votes against this from people who were not necessarily against it happening, so that meant room for further negotiations with the neighbors was a possibility.

Mr. Janku made a motion to table B16-08 to the March 3, 2008 Council meeting. The motion was seconded by Ms. Nauser and approved by voice vote with only Mr. Skala, Mr. Wade and Ms. Hoppe voting no.

B17-08 Approving the Menards at Centerstate Crossing C-P Development Plan located on the southwest corner of Vandiver Drive and Restaurant Row; approving a variance relating to parking requirements.

The bill was given second reading by the Clerk.

Mr. Watkins explained this proposed C-P development plan would allow for 162,000 square feet of retail and warehousing space near Bass Pro. Aside from the parking issue, the plan met all zoning regulation requirements. He noted a shortage of 76 vehicle spaces. The Planning and Zoning Commission recommended approval of the development plan and parking variance request, subject to the southeast freestanding sign being moved back an additional 20 feet from Bass Pro Drive. He pointed out the plan had been revised to show the 40-foot setback. He stated there were some concerns from a neighbor, the Hilton Garden Inn Hotel, and on-going discussions were occurring regarding possible changes.

Mr. Teddy noted there was some discussion regarding the large sign on the site, but the Planning and Zoning Commission felt comfortable since it was on a large site and was not a case of having multiple signs across a frontage. In addition, the applicant indicated a need for the higher sign to attract attention of southbound traffic from Route 63.

Mr. Skala referred to conflicting statements in the staff report regarding the southeast sign size and height and asked what was being recommended. Mr. Teddy replied staff agreed with the Planning and Zoning Commission because if they followed the ordinance which added area and height for setback, it would allow for the larger sized sign. Mr. Janku understood it met the C-3 standard. Mr. Teddy stated it did, if they treated Restaurant Row as being a public street with regard to the sign ordinance.

Mayor Hindman opened the public hearing.

Brian Harrington, an engineer with Allstate Consultants, 3312 Lemone Industrial Boulevard, provided a revised C-P plan. He explained one revision was a result of the Planning and Zoning Commission asking for the sign to be dressed up and more consistent with the store front. Page 3 showed the sign with stone enhancements at the bottom. The other changes were minor enhancements due to discussions with the Hilton Garden Inn Hotel. They added four feet of buffer to the area between the retaining wall and hotel. He referred to page 1 of the C-P plan and noted the screening and retaining wall structure on the outside of the hotel's yard was pulled in four feet, so there was now 38 feet between the screening structure and the hotel. In addition, there would be a 14 foot tall screening fence with increased landscaping in the area. The landscaping went from nine trees to fifteen trees. He thought it might also be increased by a few more. Another change was that the warehouse area had been shifted toward the property line so more of a covered area was adjacent to the hotel. He noted the original layout created by Menards showed a larger buffer area with a detention pond there, but they had to shift the pond to the other side of the lot because it was the low side of the lot. He believed this was a good change because it put the garden center part of the building adjacent to the hotel and the truck docks on the opposite side and further from the hotel. He showed photographs of the Menards' standard store, but understood they would need to do more than that at this location. They would have a five foot brick ledge along the front and the building would be made of tilt up concrete so it would have a nice finish. He noted the outside yard would be entirely screened. The front had a rod iron fence and the rear sides had a wood fence.

Mayor Hindman understood the store depicted in the photograph had a flat roof. Mr. Harrington replied it did, but noted this building would have an additional parapet wall to screen the utilities on top of the roof.

Mr. Janku assumed the light poles would be shorter than what was depicted in the photograph. Mr. Skala thought they would be 35 feet as it was permissible if there was no residential around it. Mr. Harrington noted they were shown as 30 feet on the plan.

Mr. Wade asked if the air handling equipment on top of the roof had the latest technology with regard to sound management and sound baffling as he felt that could be an issue for the hotel. Mr. Harrington replied he did not know. Mr. Wade noted it was readily available, off the shelf technology.

Mr. Wade stated he was surprised the conversation with the neighbors, which were the hotel, restaurant and Bass Pro, had not already taken place. He asked why this was not worked out before the Planning and Zoning Commission meeting. Mr. Harrington replied he was surprised of the concerns as well as he understood the sellers had discussions with the neighbors. He noted representatives of Bass Pro, Furniture Row, Lone Star and Ruby Tuesday had planned to speak in support of the project, but elected not to due to the late hour.

There being no further comment, Mayor Hindman closed the public hearing.

Mr. Janku asked if the bill needed to be amended. Mr. Boeckmann replied the date of the plan needed to be changed from January 11, 2008 to February 4, 2008.

Mr. Janku made a motion to amend B17-08 so the date of the plan was changed from January 11, 2008 to February 4, 2008. The motion was seconded by Mr. Skala and approved unanimously by voice vote.

Mr. Wade stated he was surprised the sound management technology for air handling equipment was not standard and felt it was reasonable to require it. He thought the people behind Hyvee were experiences levels of sound above allowable sound levels. He believed the hotel rooms directly across from the store would be affected and suggested they require sound mitigation.

Mr. Wade made a motion to amend B17-08 by adding “approval of the C-P development plan is subject to the condition that the air handlers on the roof have noise mitigation sufficient to avoid disturbing the adjacent hotel” to Section 1. The motion was seconded by Mr. Janku and approved unanimously by voice vote.

B17-08, as amended, was given third reading with the vote recorded as follows:
VOTING YES: SKALA, WADE, NAUSER, HOPPE, HINDMAN, CRAYTON, JANKU.
VOTING NO: NO ONE. Bill declared enacted, reading as follows:

OLD BUSINESS

B19-08 Approving the Final Plat of Wellness Center at Old Hawthorne located north of State Route WW, on the east side of Old Hawthorne Drive; authorizing a performance contract.

The bill was given second reading by the Clerk.

Mr. Watkins explained this proposed final plat would create one C-P zoned lot. The plat met all subdivision regulation requirements and was in conformance with the preliminary plat, which was approved by Council on October 3, 2005.

Mr. Janku made a motion to amend B19-08 per the amendment sheet. The motion was seconded by Ms. Nauser and approved unanimously by voice vote.

B19-08, as amended, was given third reading with the vote recorded as follows:
VOTING YES: SKALA, WADE, NAUSER, HOPPE, HINDMAN, CRAYTON, JANKU.
VOTING NO: NO ONE. Bill declared enacted, reading as follows:

B22-08 Authorizing the acquisition of easements necessary to construct the Vandiver Drive extension and construction of the Upper Hinkson Creek Outfall Relief Sewer.

The bill was given second reading by the Clerk.

Mr. Watkins stated this would authorize the acquisition of easements necessary to construct the Vandiver Drive improvement project and the Upper Hinkson Creek Outfall Relief Sewer. The public hearing for the project was held on March 19, 2007. The plan presented at that hearing was the plan they wanted to move ahead with. Staff spoke with Mr. Alspaugh today, who indicated his support.

B22-08 was given third reading with the vote recorded as follows: VOTING YES: SKALA, WADE, NAUSER, HOPPE, HINDMAN, CRAYTON, JANKU. VOTING NO: NO ONE. Bill declared enacted, reading as follows:

B23-08 Amending Chapter 27 of the City Code relating to water connection fees.

The bill was given second reading by the Clerk.

Mr. Watkins explained this was a correction to an ordinance Council had already approved, which went into effect in January. The change involved the water connection fee for a number of units. A line had been left out of the ordinance, which was not noticed until they tried to apply it.

B23-08 was given third reading with the vote recorded as follows: VOTING YES: SKALA, WADE, NAUSER, HOPPE, HINDMAN, CRAYTON, JANKU. VOTING NO: NO ONE. Bill declared enacted, reading as follows:

B26-08 Approving a settlement agreement with AT&T Mobility; assigning a percentage of the settlement proceeds to the Missouri Municipal League.

The bill was given second reading by the Clerk.

Mr. Watkins stated this was the third of four larger settlement agreements with wireless companies. Under this settlement agreement, the City would receive \$2,088,000 in back taxes. It was a one time revenue. Staff was recommending they wait until they receive the check and not use it for on-going expenditures.

Ms. Nauser understood this would not be used for on-going expenditures, such as capital expenditures. Mr. Janku understood the fund balance would be restored. Mr. Watkins explained they would restore the fund balance. He noted the equipment delayed last year had been ordered and included the street sweeper. Other equipment was also put off and not budgeted this year. After receipt of the checks, they might come to Council to look to purchase some of that equipment, which included patrol cars. Mr. Skala understood he did not want to encumber recurring expenses. Mr. Watkins stated he did not want to encumber it until the money was in the bank.

Mr. Janku made a motion to amend B26-08 per the amendment sheet. The motion was seconded by Ms. Crayton and approved unanimously by voice vote.

B26-08, as amended, was given third reading with the vote recorded as follows: VOTING YES: SKALA, WADE, NAUSER, HOPPE, HINDMAN, CRAYTON, JANKU. VOTING NO: NO ONE. Bill declared enacted, reading as follows:

B27-08 Authorizing an agreement with Columbia Access Television (CAT) for operation of the public access channel.

The bill was given second reading by the Clerk.

Mr. Watkins explained this was a multiple year agreement between the City and Columbia Access Television (CAT) to operate the public access channel. Under the proposed agreement, the City would commit \$50,000 every quarter to the operating side of CAT for three quarters this year and five years afterwards, dependent upon the City receiving the fee as that was dependent upon the State legislature. They were proposing the balance of what they received, as they did not know the amount that would be received, be allocated through a public allocation process for capital projects. By mid-year, he felt they should have a better handle on how much money they would be receiving. He noted a first payment had not yet been received.

Mr. Skala understood there was discussion early on regarding some initial capital costs due to CAT's responsibility to Stephens College and asked if that had been considered beyond the suggestion of competing for capital funding. Mr. Watkins replied he had talked to Wendy Libby of Stephens College and believed she was willing to work with them in terms of this schedule.

Mr. Janku understood the Columbia Public Schools could apply. He stated that was correct, but noted he did not believe they wanted to fund an interest group or message. He thought they would want to fund a method. Mr. Skala asked if there was a recent request from the Columbia Public Schools. Mr. Watkins replied yes. He thought they had received a letter from Superintendent Chase asking to be considered. Mr. Janku understood they could apply to this new commission.

Jo Sapp, 1025 Hickory Hill Drive, stated she was a member of the Cable Television Task Force, which had not yet been dissolved, the League of Women Voters and the CAT-3 Board. She explained that for almost four years CAT-3 and the City had worked together to bring Community Access Television to Columbia. She stated CAT-3 appreciated the Council's effort and willingness to support access television over the next five years and were pleased with many provisions of the contract being discussed, but noted they were disappointed they could not come to terms with the need for basic capital funding. She understood capital funding would not be available for the next three quarters and noted they would find ways to keep their deteriorating equipment alive during that time, but the issue of capital in subsequent years of the contract was problematic. In order to succeed and fill the basic terms of the contract, she felt it was imperative for CAT-3 to attract and employ qualified professional staff to oversee the move from pilot project to the kind of operation the citizens of Columbia requested during the needs assessment process. Without professional staff, it would be impossible to move toward reduced reliance on City funding at the conclusion of this contract. She commented that without a clear provision for basic capital over the next few years, CAT-3 would not be able to meet its obligations to Stephens College. Until they could come to an understanding regarding basic capital funding, the CAT-3 Board felt it would be irresponsible to accept and expend public dollars.

Mayor Hindman asked if she was saying CAT-3 did not want this money. Ms. Sapp replied the main use for this money would be to hire professional staff and, at this time, they could not do that because they did not have any assurance indicating they would have a studio, desk, office or anything else needed to bring staff to Columbia. Unless they found a way to accommodate their basic capital needs, it would be pointless for them to take the

money because the two things depended on each other. Mayor Hindman asked if she was asking that they defeat this. Ms. Sapp replied she was asking for them to defeat this contract or authorize a separate agreement for capital funding.

Beth Pike, 1112 Pheasant Run, stated she was on the Cable Television Task Force and was a newly appointed member of the CAT Board. She explained they were grateful to have the operating funds and wanted to work out an agreement with the City so they could move on from the pilot stage. They did not feel they could hire staff if they could not show they had capital funds coming. She noted they had equipment that would be ending its tenure. They were okay with not having capital funding until October 1 because they would go ahead and hire staff that could build a facility at Stephens College over the next four years, but did not believe they could attract anyone if they had no idea what their capital budget would be. She commented that she did not know if they had real assurances at Stephens College and noted they could not house this person at Stephens College at this point. If they hired staff, they would need to go to Stephens College to get more space and she did not think they could do that without being able to renovate Studio A. She hoped a side agreement to go along with the operating agreement could be worked out in the next month because they would be out of money by the end of February. If they could be guaranteed \$100,000 in capital funding over the next four years, starting October 1, it would meet their basic needs. She stated she did not believe that was too far off from the funding needed for the Columbia City Channel. She thought their budget for 2007 was \$363,000. She felt that what they were requesting was reasonable. She noted the PEG needs assessment showed overwhelming support for PEG as 80 percent of the respondents indicated it was important or very important to have cable television channels that offered programming presented by Columbia residents. Within their focus groups, 96 percent indicated this was important or very important to them, so they felt they had support from the community. She reiterated they would like to work with the City to come up with a capital needs budget to begin October 1.

Mayor Hindman asked if she was recommending they not pass this tonight. Ms. Pike replied they were grateful to have the operating funds, but also wanted Council to direct staff to work with CAT on a capital budget. Mayor Hindman stated he was confused as he thought the previous speaker was asking them not to approve this. Ms. Sapp clarified she had also asked for the side agreement and pointed out the two things needed to be coupled because if they were to take the \$150,000 without the other assurance, they would just spend the \$150,000 without having anything to show for it. She suggested Council pass this ordinance and CAT-3 could then decide whether to sign it depending on how they could arrange for capital funding.

Ms. Nauser understood they wanted \$1.5 million over the next five years. Ms. Pike replied they were requesting \$1,350,000 over the next five years. Ms. Nauser thought it would be \$1,550,000 per this agreement and the \$400,000 for capital.

Ms. Hoppe asked if another option would be to pass this with an amendment asking staff to work with CAT to come up with a mutually agreeable capital budget. Ms. Pike replied yes, but noted they were at the point where they would be out of money by the end of the month, so they needed a decision made.

Mr. Janku understood they were essentially rejecting the idea of a public commission making allocations. Ms. Pike stated they were concerned because they did not know who these people would be and if they would be up to speed on PEG issues. They were not saying they disagreed with it, but wanted to ensure they had a base for what they needed to keep their doors open while residing at Stephens College. Mr. Janku asked if there was any reason they could not use some of this money for capital funding. Ms. Pike replied they would use it up in operating just to hire the staff needed. Mr. Janku suggested they put the capital in place and then move on since the operating funds would be guaranteed over the next five years. Ms. Sapp stated the problem was that they already owed Stephens College roughly \$250,000 per the agreement by which they had survived over the last three plus years. They were providing space and studio in exchange for CAT-3 renovating the large studio. She explained the bulk of capital over the next four years would go there. Once they had staff in place, they would assume responsibility for meeting a larger portion of their expenses as they would be eligible for grants and other outside funding. Ms. Nauser asked if they had any outside funding sources now. Ms. Sapp replied they were meeting some expenses through fees and donations. She recalled it being 25-40 percent of what they lived on over the previous three years.

Ms. Hoppe asked if they directed staff to work with CAT to take care of the \$250,000 owed Stephens, if they would be agreeable to competing with others for any amount beyond that. Ms. Sapp replied they felt capital needs would be much greater during the initial phase and would then decline. She noted they were working with consumer grade equipment and to establish this on the kind of footing they wanted, they needed a minimum of \$200,000 per year for operating expenses and an amount above and beyond that to pay off Stephens and set the equipment up the way needed. Once that was done, those needs would decline and they would be in a better position to find other sources of funding. She pointed out they were talking about basic items.

Chase Thompson, 409 N. College, stated he was supportive of CAT and noted video was important and popular at this time. He commented that they had trained at least 200 people at this point and many had gone on to get jobs in video production. They had fought hard for three plus years to keep their doors open and would like to keep them open longer. He asked the Council to imagine what could be done with more funding.

Mayor Hindman suggested they pass this as this only authorized them to sign the agreement. They could discuss the issue of further negotiation at a work session.

Ms. Nauser asked what the agreement would commit them to. Mayor Hindman replied \$200,000 over the next five years. Mr. Janku noted it would be \$150,000 the first year.

Ms. Nauser stated she felt that was a lot of money and commented that she would have liked to have known they were \$250,000 in debt before getting to this point. She pointed out revenues were down and this money could be used for other things, such as police officers. She stated she was not saying they should not provide some funding, but wondered how they came up with a five year commitment to fund an independent contractor. She noted they did not do this for anyone else. She thought this was going to be done on a yearly basis, so they could see how things progressed and worked. She also thought this would be seed money to get things going on a more professional basis. She was concerned

that some of this money would be going to debt service. Mr. Janku thought they stated they were not going to use it for that. Ms. Nauser noted the debt would continue to increase if that was the case. Mr. Wade stated it was his understanding that it was not debt. It was a commitment in terms of the facility and capability of the space. Ms. Nauser asked if money was owed. Mr. Wade replied no. Mr. Skala explained it was to fulfill a promise. Mr. Wade understood it was to build the facilities to do the work. Ms. Nauser asked if Stephens College expected to receive money.

Beth Federici, 401 Woodrigde Drive, stated she was the current director of CAT-3 and the history of her organization. Four years ago, when this started, the cable companies were responsible for providing public access, but had not done so. As a result, a task force was created to provide a short term solution while the franchise was being renegotiated. The City was not in the position to tell the cable company how much they had to provide and through a convoluted process, seed money was provided. Stephens College stated they would assist with the pilot project by providing space in exchange for renovating Studio A when the franchise was renegotiated. She explained no one expected the State to take the power away from cities to negotiate a new franchise. There was not a contract indicating they owed Stephens College \$250,000, but they wanted to try to meet the obligation. She noted the City did not feel they could operate its channel for less than \$365,000 per year and they were not even asking for an exact parity. They needed to buy cameras and equipment. She did not feel a \$200,000 operating budget and \$100,000 capital budget was a lot in terms of operating a television station. When looking at access channels in the Midwest, most had operating budgets of \$350,000 or more. She pointed out the City, Stephens College and CAT all took this on together as none of them expected the State to intervene. They were trying to salvage what they could while continuing to provide a service the citizens wanted. She explained she thought Stephens College would be willing to accept whatever they could do, but they did not want to take advantage of them and wanted to try to meet their obligations.

Mr. Janku noted Stephens College could apply to the proposed commission as most people would recognize the history and Stephens as a valuable institution. He thought that was purpose of the commission. He felt five years was a long time in obligating that much money. It was general fund money, which could be used for anything.

Mr. Skala stated for the City of Columbia, he felt this was a reasonable investment for public access television. He was surprised by the idea of CAT saying if they could not receive any more funding, they would be done. He was in support of trying to negotiate out of this situation, but understood negotiations had been going on for quite a long time. Since part of what was needed in terms of a multi-year contract for operating expenses was there, he was supportive of offering it in the short term. Mr. Janku understood he was in favor of proceeding with this contract, but not going beyond it. Mr. Skala felt that entailed a budget discussion.

Ms. Hoppe felt they made a decision and commitment several years ago to do this as it would be an enhancement for the community. She believed CAT had accomplished a lot with minimal funds and could accomplish a lot more with proper funding. Due to the history, she thought they had a commitment to give them a good second start to become solid. She believed they deserved a few years of good funding to put them on good footing. She noted

they had a source of funds and although she was not saying they should be allocated all of those funds, she thought they should be supported for a solid base.

Mr. Wade commented that part of the problem was that CAT had spent four years with very little operating and no capital funding. What little capital had been invested had been eaten up by equipment and depreciation. Because they were moving from nothing to a basis of quality, it created a heavier hit.

Mayor Hindman suggested they authorize this contract and as they discussed budget items, they could look at the added request.

Mr. Skala stated when this funding source had been previously discussed, he had been somewhat critical of using funds levied from people who would appreciate PEG channels for increasing personnel in the Police Department. He thought this issue needed to be discussed as budgetary issue.

B27-08 was given third reading with the vote recorded as follows: VOTING YES: SKALA, WADE, HOPPE, HINDMAN, CRAYTON, JANKU. VOTING NO: NAUSER. Bill declared enacted, reading as follows:

CONSENT AGENDA

The following bills were given second reading and the resolutions were read by the Clerk.

- B18-08 Approving the Final Plat of Copperstone Plat 4 located on the south side of Vawter School Road, east of Scott Boulevard; authorizing a performance contract.
- B20-08 Vacating a sanitary sewer easement located north of Chapel Hill Road and east of Mills Drive.
- B21-08 Vacating utility and drainage easements located north of Chapel Hill Road and east of Mills Drive.
- B24-08 Accepting a conveyance for utility purposes.
- B25-08 Authorizing an agreement with the Missouri Highways and Transportation Commission for transportation enhancement funds for development of the Hominy Branch Trail from Stephens Lake Park to Woodridge Park.
- R18-08 Setting a public hearing: voluntary annexation of City-owned property located on the south side of Gans Road, along Gans Creek Road.
- R19-08 Setting a public hearing: voluntary annexation of City-owned property located on the west side of Creasy Springs Road, north of West Prairie View Drive.
- R20-08 Setting a public hearing: construction of repairs to Bridge 12 and the replacement of Bridge 13 on the MKT Nature/Fitness Trail.
- R21-08 Setting a public hearing: consider grant applications relating to the Safe Routes to School Program.
- R22-08 Authorizing an agreement with the Missouri Department of Health and Senior Services for the Community Pandemic Preparedness Planning program.

- R23-08 Authorizing an agreement with the National Association of County and City Health Officials for the Medical Reserve Corps program.
- R24-08 Authorizing the City Manager to execute an agreement with the Missouri Department of Health and Senior Services for Regional Public Health Emergency Planning and Preparedness.
- R25-08 Accepting a membership donation from the Central Missouri Development Council through the Columbia Police Foundation to be used for strength training at Pro Fitness for the Columbia Police Department SWAT Team.
- R26-08 Authorizing an Adopt A Spot agreement with State Farm.
- R27-08 Authorizing a CDBG agreement with Nora Stewart Memorial Nursery School.

The bills were given third reading and the resolutions were read with the vote recorded as follows: VOTING YES: SKALA, WADE, NAUSER, HOPPE, HINDMAN, CRAYTON, JANKU. VOTING NO: NO ONE. Bills declared enacted and resolutions declared adopted, reading as follows:

NEW BUSINESS

Upon her request, Mr. Janku made the motion that Ms. Nausser be allowed to abstain from voting on R28-08. Ms. Nausser noted on the Disclosure of Interest form that her husband sold alcoholic beverages. The motion was seconded by Mayor Hindman and approved unanimously by voice vote.

R28-08 Consenting to the issuance of a state license for the sale of intoxicating liquor at the Ragtag Cinema located at 10 Hitt Street.

The resolution was read by the Clerk.

Mr. Watkins explained State law required the Council to permit the sale of liquor within 100 feet of a church. The new Ragtag Cinema located at 10 Hitt Street was within 100 feet of the First Presbyterian Church and inquiries to the Church indicated they had no objection.

Sarah Bantz, 1611 Windsor, stated her name was on the current liquor license for Ragtag, which was actually a Bonavita Enterprises license. She noted Ragtag was a non-profit and Bonavita was Ragtag's for-profit partner and wondered if the resolution needed to indicate Bonavita instead of Ragtag. She explained she was asking for a change of address to move around the corner to a place where Ragtag could have two screens and more seats and restrooms. They were modeling the bar to be like Tellers for mature audiences. Alcohol was not their main focus. They were involved with more arts and cultural items. She thought they were the kind of redevelopment most wanted to see in downtown Columbia. She felt they had a good relationship with their neighbors to include the First Presbyterian Church. She asked for Council's approval.

Mr. Skala asked if they needed to change the name on the resolution. Mr. Boeckmann replied no. He explained it read "for sale of intoxicating liquor at the Ragtag Cinema located at 10 Hitt Street." Ms. Fleming stated the business license would be issued as "doing business as" Ragtag.

Ms. Hoppe commented that she was looking forward to the True/False Film Festival, which Ragtag was involved with.

The vote on R28-08 was recorded as follows: VOTING YES: SKALA, WADE, HOPPE, HINDMAN, JANKU. VOTING NO: NO ONE. ABSTAINING: NAUSER. ABSENT: CRAYTON. (Ms. Crayton stepped out during the discussion for R28-08 and did not return until after the official vote was taken.) Resolution declared adopted, reading as follows:

R29-08 Accepting the Final Vision Report.

The resolution was read by the Clerk.

Mr. Watkins noted the Council had listened to a presentation from the Visioning Co-Chairs at their previous pre-Council work session and pointed out they were not being asked to approve the Report. They were just being asked to accept it.

The vote on R29-08 was recorded as follows: VOTING YES: SKALA, WADE, NAUSER, HOPPE, HINDMAN, JANKU. VOTING NO: NO ONE. ABSENT: CRAYTON. (Ms. Crayton stepped out during the discussion for R29-08 and did not return until after the official vote was taken.) Resolution declared adopted, reading as follows:

R30-08 Authorizing Amendment No. 1 to the agreement with Black & Veatch Corporation for engineering services for a Conceptual Design Study for the Columbia Regional Wastewater Treatment Facility.

The resolution was read by the Clerk.

Mr. Watkins stated this would allow staff to proceed with the next step in the design process for the Wastewater Treatment Plant. He noted they were up against a 2013 permit deadline in terms of meeting the new EPA/DNR requirements.

Mr. Janku asked if they would be saying this would be done one way or another in regard to the ballot issue, but it would just be cheaper to do it with a bond issue. Mr. Watkins replied he did not want to tell people that, but the City would have to meet the new standards by 2013.

Ms. Hoppe noted a \$61 rate for word processing, which seemed high.

Mr. Glascock pointed out this was for the preliminary design. The conceptual design had been done.

The vote on R30-08 was recorded as follows: VOTING YES: SKALA, WADE, NAUSER, HOPPE, HINDMAN, CRAYTON, JANKU. VOTING NO: NO ONE. Resolution declared adopted, reading as follows:

INTRODUCTION AND FIRST READING

The following bills were introduced by the Mayor unless otherwise indicated, and all were given first reading.

PR31-08 Establishing revised Community Development Block Grant funding guidelines; establishing a revised review process for annual CDBG funding requests.

B28-08 Amending Chapter 29 of the City Code to change the definition of a "family."

- B29-08 Vacating a sanitary sewer easement located within Spring Creek Subdivision Plat 4.
- B30-08 Amending Chapter 14 of the City Code to establish a 5-hour parking zone on the south side of Conley Avenue, from Maryland Avenue to Missouri Avenue.
- B31-08 Amending Chapter 14 of the City Code as it relates to long-term lease of off-street parking spaces.
- B32-08 Authorizing acquisition of easements for construction of Phase I of the Brandon Road culvert replacement project.
- B33-08 Appropriating funds to offset expenditures for replacement of a vehicle in the Solid Waste Division.
- B34-08 Accepting conveyance; authorizing payment of differential costs for water main serving Bellwood, Plat 1; approving the Engineer's Final Report.
- B35-08 Accepting conveyances for utility purposes.
- B36-08 Calling for bids relating to the construction of repairs to Bridge 12 and the replacement of Bridge 13 on the MKT Nature/Fitness Trail; authorizing a Recreational Trails Program grant agreement with the Missouri Department of Natural Resources; appropriating funds.
- B37-08 Appropriating funds for Share the Light Program.
- B38-08 Approving a settlement agreement with Sprint; assigning a percentage of the settlement proceeds to the Missouri Municipal League.

REPORTS AND PETITIONS

(A) Intra-departmental Transfer of Funds.

Mayor Hindman noted this report was provided for informational purposes.

(B) Response to John Clark's Letter Dated 11/5/07.

Mayor Hindman understood this report was provided for informational purposes.

(C) Potential Sanitary Sewer District on Westwood Avenue, Edgewood Avenue and W. Steward Road.

Mayor Hindman made a motion directing staff to proceed as indicated in the suggested council action of the staff report. The motion was seconded by Mr. Skala and approved unanimously by voice vote.

(D) Nuisance Party and Chronic Nuisance Property Ordinance Report.

Mr. Watkins explained this was an informational report as staff was required to provide an annual report.

(E) Oakland Family Aquatic Center Water Slide.

Mr. Janku made a motion directing staff to proceed with the project. The motion was seconded by Mr. Skala and approved unanimously by voice vote.

(F) Installing Additional Parking Meters on Conley Avenue.

Mayor Hindman noted the recommendation was to not install meters on Conley, so unless someone wanted to pursue this, it was an informational report.

(G) ARC Parking Lot Additional Lighting.

Mayor Hindman understood there were three options and only one made sense in his opinion.

Mr. Janku asked why they could not have four lights if there was a question of adequacy with regard to three solar lights. Mr. Hood replied they could look into having four. He explained the foot candles of light on solar lighting varied and was dependent upon the charge of the battery. If fully charged, three would provide adequate lighting. If they had a series of cloudy days, they might not be quite as bright. Staff did not feel it was a serious issue, but thought might be noticeable.

Mayor Hindman asked what would happen if they had four. Mr. Hood reiterated they could look at it as an option.

Mr. Skala asked for the associated cost. Mr. Hood replied the estimated cost for three was around \$18,000, so they would be adding another \$6,000 to the cost. Mr. Skala commented that it was almost ancillary lighting because it would be on the periphery of the parking lot. Mr. Watkins suggested they proceed with three and if problems were identified, they could come back to Council for additional lighting. Mr. Wade agreed as there was already some lighting.

Mr. Wade made a motion directing staff to prepare legislation authorizing the installation of three solar lights. The motion was seconded by Ms. Hoppe and approved unanimously by voice vote.

(H) Membership on Boards, Commissions and Committees.

Mayor Hindman noted this report was provided for informational purposes.

(I) Street Closure Request – Columbia Festival of the Arts.

Mayor Hindman made a motion to authorize the street closures as requested. The motion was seconded by Ms. Nauser and approved unanimously by voice vote.

(J) Dog Off-Leash Enforcement.

Mr. Janku suggested they ask staff to prepare an ordinance clarifying the areas. He thought the names of the areas made it confusing. He felt calling the one at Cosmo Park the Bear Creek Nature Area made people think it applied to the entire Bear Creek area. He thought they might want to change it to Cosmo Park Nature Area or something else. Mr. Hood stated that was a good point and could look at that. Mr. Janku also thought they might want to look for more places for off-leash fenced areas. Mr. Hood stated they could do that as well.

Mr. Wade agreed they should proceed with the suggested action on the staff report. He also thought there needed to be increased attention to having people obey the regulations already in place. He understood there was a problem in doing that as they did not want a large team of off-leash watchers. He commented that he believed there were broader issues

that needed to be addressed in the future. He stated there was some scientific research being done on the impact of dogs off- and on-leash in natural areas and would share that with staff as it might impact how they wanted to address park policy issues.

Mr. Wade made a motion directing staff to draft a revision to the ordinance defining the City's leash free areas as recommended. The motion was seconded by Mr. Janku and approved unanimously by voice vote.

(K) P&Z Notification Requirements.

Mr. Wade suggested they hold this over to the next meeting. Mayor Hindman thought they might want a work session. Mr. Watkins stated he could put it on the work session schedule.

Mr. Teddy noted the purpose of the report was to provide an explanation of how notices were currently done. If Council felt they needed to move forward with the recommendations of the Process and Procedures Stakeholders Group, he would proceed immediately with items that were within their control as departmental policy. He was not proposing an ordinance change.

Mr. Skala understood staff had the purview to make the improvement. Mayor Hindman suggested they all review this and bring it back at a later date if they wanted.

(L) New Revenue from Video Service Provider Fees: Allocation Proposal.

Mr. Watkins noted this was a companion to the proposed multi-year agreement with CAT-3. This would provide opportunities for some use of video tax funds for other public access uses. He pointed out a difficulty was that they had no idea how much money this would bring in. He felt comfortable with \$200,000 per year, but the City would not receive its first check until April. He stated he was not comfortable with providing a larger commitment. The \$100,000 they were using for the Police Department was a general fund item and this would provide a cushion. The idea with this would be for Council to appoint a group to make recommendations for the allocation of available funding above the \$200,000.

Mr. Janku made a motion directing staff to prepare an ordinance to establish the commission as recommended. The motion was seconded by Mr. Skala and approved unanimously by voice vote.

APPOINTMENTS TO BOARDS AND COMMISSIONS

None.

COMMENTS BY PUBLIC, COUNCIL AND STAFF

Mr. Skala reminded everyone to vote.

Ms. Nauser stated she had spoken with someone in the Kansas City area regarding the problems they were having with crime at certain businesses. She understood Kansas City had a zero tolerance policy for this type of behavior. She felt 100 calls to any establishment was excessive.

Ms. Nauser made a motion directing staff to provide a report for recommendations for Columbia based on the Kansas City policy. She noted the Kansas City policy might be too

elaborate for Columbia, but could provide ideas for Columbia to implement to address some of these problems. She believed they needed to be pro-active in alleviating these types of problems prior to license renewal dates. She stated she would provide the information she had in regard to the Kansas City policy for staff to review. The motion was seconded by Mayor Hindman.

Ms. Hoppe stated she would like to know of the police calls to other similar places for comparison purposes.

The motion made by Ms. Nauser and seconded by Mayor Hindman was approved unanimously by voice vote.

Ms. Hoppe asked that a report regarding police calls to similar establishments be provided with the report requested by Ms. Nauser for comparison purposes.

Ms. Hoppe thanked the Police Department for sponsoring the Polar Bear Plunge event at Stephens Lake this weekend and also thanked all of the people who donated and participated. She understood \$24,000 was raised.

Mr. Janku noted he read an article regarding a grant EPA provided to Kansas City and wanted staff to be aware of it in case Columbia was eligible to receive it as well.

Mr. Janku asked for the status of the revision to the City's ordinances regarding electronic signage. Mr. Teddy replied the Planning and Zoning Commission was having a work session on that issue this week.

Mr. Janku stated he had sent an e-mail to staff regarding a problem with the storm drainage area on Blue Ridge Road and hoped to receive a report on the issue. He thought it was a type of situation that would impact Blue Ridge and adjoining properties if not properly maintained.

The meeting adjourned at 1:19 a.m.

Respectfully submitted,

Sheela Amin
City Clerk