

City of Columbia

701 East Broadway, Columbia, Missouri 65201



Agenda Item Number: B 40-15

Department Source: Community Development - Planning

To: City Council

From: City Manager & Staff

Council Meeting Date: 2/16/2015

Re: Somerset Village Annexation and Permanent Zoning (Case # 14-180)

Documents Included With This Agenda Item

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

Supporting documentation includes: Staff Report (including maps, exhibits, and original Statements of Intent), Excerpts from Minutes, and Correspondence from Public

Executive Summary

Approval of the request would apply R-1 (One-family dwelling), C-P (Planned Commercial), and O-P (Planned Office) zoning as permanent City zoning to approximately 127.81 acres of land to be known as "Somerset Village" located west of Battle High School and northeast of the Lake of the Woods Golf Course following annexation. Planned district Statements of Intent (SOIs) as well as a development agreement would also be approved concurrently with the zoning approval. This request creates the necessary land connection to Battle Elementary, Battle High School, and Battle Avenue Park. Petitions to annex and apply permanent zoning to these tracts are tentatively scheduled for consideration by the Planning Commission and Council on March 5th and March 16th, respectively.

Discussion

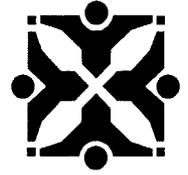
Saint Charles Road Development (SCRD)(owner) is seeking annexation and permanent zoning of approximately 127.81 acres for development of a mixed-use project to be known as Somerset Village. The subject site became contiguous with the city limits in January 2014 when the Lake of the Woods Golf Course was annexed into the City. A concurrent request (Case #15-30) for preliminary plat approval of the site's acreage has been reviewed by the Planning Commission and is tentatively scheduled for Council action at its March 2 meeting.

The requested zoning would apply R-1 (one-family dwelling) to approximately 94 acres (Tract 1), O-P (planned office) to approximately 16.71 acres (Tracts 2 and 3), and C-P (planned commercial) to approximately 16.19 acres (Tracts 4 and 5). Proposed zoning district locations are shown on Exhibit C of the Planning Commission Staff Report. Separate statements of intent (SOIs) have been submitted for each O-P tract and one combined SOI has been submitted for the C-P tracts.

The SOI for Tract 2 indicates a maximum GFA of 110,685 sq.ft of significantly restricted office uses or a maximum of 40 residential units in structures limited to 35 feet in height. The SOI for Tract 3 indicates a maximum GFA of 100,620 sq.ft of mixed general and professional offices uses or a maximum of 138 residential units in in structures limited to 45 feet in height. A minimum of 25% of each tract would be improved with landscaping. Uses and dimensional standards applicable to Tract

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2 will provide a buffer between the R-1 zoned portion of the site and the more intense C-P zoning to the south. Uses and dimensional standard applicable to Tract 3 will permit development of similar intensity to that found on the high school property. The higher residential density is believed appropriate due to its location adjacent to the high school and proposed commercial to the south.

The SOI for Tract 4 and 5 propose a maximum GFA of 86,120 sq.ft (Tract 4) and 48,480 sq.ft (Tract 5) of development in structures limited to 45 feet in height. Each development tract would provide a minimum 15% landscaping. Uses for the tracts are a combination of general and neighborhood-based retail and service businesses. Revised statements of intent (dated 2/9/15) have been submitted which comply with the Planning Commission's recommendation.

The proposed development agreement provides opportunities to address the infrastructure impacts that the development of the site will create in both the short and long-term. To address short-term impacts, the agreement provides a schedule of developer installed off-site improvements including roundabout installations, St. Charles Road reconstruction, installation of pedestrian features and bus stop, and provision of an alignment study for the future northward extension of Battle Avenue. The costs of the proposed off-site improvements are estimated at \$2,179,825 (Exhibit D of the Development Agreement).

To address the long-term transportation needs surrounding the planned office and commercial sites, the development agreement proposes the establishment of a City-managed Transportation Development District (TDD) which would permit the collection of sales taxes and property assessments from the O-P and C-P zoned tracts. The applicant proposes that the TDD would pledge 100% of the sales tax and property assessments collected to the City to be used to facilitate transportation system improvements identified in a 2012 Boone County commissioned traffic study for the 1800 acres surrounding the subject site. Sales tax collections would be similar to other existing TDDs within the City. The applicant is proposing that property assessments be equivalent to 75% of the transportation impact fees identified in the 2012 traffic study (See Exhibit B of the Development Agreement).

At its February 5, 2015, meeting the Planning and Zoning Commission unanimous (8-0) recommended approval of the requested permanent zoning subject to staff's recommended changes to the Statement of Intent for Tracts 4 and 5. In rendering its decision, the Commission commented on proposed content of the development agreement, expressed concern with the usage of roundabouts along Battle Avenue, and the lack of additional pedestrian crosswalks between the proposed roundabouts at Spartan Drive and St. Charles Road. The applicant and agents were present to address Commissioner questions and make a brief presentation. No one from the public spoke in favor or opposition to the proposal.

A copy of the staff report (including maps, exhibits, and original and revised Statements of Intent) and meeting excerpts are attached.



Fiscal Impact

Short-Term Impact: Provision of public safety (police and fire), refuse collection and sewer services within the next two fiscal years are anticipated to be limited and are subject to physical development of site. Costs associated with infrastructure extension within the next two years will be borne by the developer. Electric and water services are provided by Boone Electric and PWSD #9, respectively.

Long-Term Impact: Fiscal impacts are unknown but traffic impacts to Battle Avenue, St. Charles Road, and Spartan Drive have been estimated and impacts will occur as the site is built-out. The applicant is making a \$2,179,825 investment in off-site improvements in accordance with terms of the proposed Development Agreement associated with this request. In addition to this figure, the City will collect all the usual development fees and charges as required by the City Code.

Additional transportation system investments will be necessary to maintain functionality of the surrounding roadway network. Contributions to support such improvements are proposed through a City-managed TDD that will collect sales tax and property assessments from the O-P and C-P zoned areas. Property assessments would be amortized over a period of 30 years or until the transportation impact fees, as proposed in Exhibit B of the Development Agreement, have been recaptured.

Vision, Strategic & Comprehensive Plan Impact

Vision Impact: Development, Economic Development, Parks, Recreation and Greenways, Transportation

Strategic Plan Impact: Growth Management, Infrastructure

Comprehensive Plan Impact: Land Use & Growth Management, Infrastructure, Mobility, Connectivity, and Accessibility

Suggested Council Action

Approval of the permanent zoning as recommended by the Planning and Zoning Commission and authorize the City Manager to execute the Development Agreement associated with this request.

Legislative History

Ordinance 20538 - Ordinance Authorizing a Cooperative Agreement with the Boone County Regional Sewer District (Grindstone Creek Watershed 1-20-10) (Amended by Resolution R-22-13 1-23-13)

Ordinance 21236 - Annexation Agreement (2-20-12)


Department Approved


City Manager Approved

Introduced by _____

First Reading _____

Second Reading _____

Ordinance No. _____

Council Bill No. B 40-15

AN ORDINANCE

extending the corporate limits of the City of Columbia, Missouri, by annexing property located on the north side of St. Charles Road and on the west and east sides of Battle Avenue; directing the City Clerk to give notice of the annexation; placing the property annexed in Districts R-1, O-P and C-P; approving the statements of intent; approving a development agreement with St. Charles Road Development, LLC; and fixing the time when this ordinance shall become effective.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF COLUMBIA, MISSOURI, AS FOLLOWS:

SECTION 1. The City Council hereby finds that a verified petition was filed with the City on January 26, 2015, requesting the annexation of land which is contiguous and compact to the existing corporate limits of the City and which is described in Section 4 of this ordinance. The petition was signed by representatives of St. Charles Road Development, the owner of the fee interest of record in the land proposed to be annexed. A public hearing was held concerning this matter on February 16, 2015. Notice of this hearing was published more than seven days prior to the hearing in a newspaper of general circulation qualified to publish legal matters. At the public hearing all interested persons, corporations and political subdivisions were permitted to present evidence regarding the proposed annexation.

SECTION 2. The Council determines that the annexation is reasonable and necessary to the proper development of the City and that the City has the ability to furnish normal municipal services to the area to be annexed within a reasonable time.

SECTION 3. The Council determines that no written objection to the proposed annexation has been filed within fourteen days after the public hearing.

SECTION 4. The City Council hereby extends the city limits by annexing the land described in Section 1-11.____ **[number to be assigned by the City Clerk]** of the Code of Ordinances of the City of Columbia, Missouri, which is hereby added to Chapter 1 of the City Code and which reads as follows:

Section 1-11. __ [number to be assigned by the City Clerk]. March, 2015
Extension of Corporate Limits.

The corporate limits of the City of Columbia shall include the following land:

Tract 1

A tract of land located in the West half of Section 1 and the East half of Section 2, Township 48 North, Range 12 West, in Boone County, Missouri, being all of a tract of land as described in the Warranty Deed recorded in book 3837, page 91, also being part of Lot 101 of Somerset Village Plat 1 recorded in plat book 46, page 44, and Lot 203 of Somerset Village Plat 2 recorded in plat book 46, page 45, and further described as follows:

Beginning at the Northeast corner of said Lot 203; thence along the Eastern boundary line of said Lot S 00°29'40"W 1492.35 feet; thence along a curve to the right, having a radius of 715.00 feet, a distance of 295.53 feet, the chord being S 12°20'10"W 293.43 feet to a point on the Eastern line of Lot 101 of said Somerset Village Plat 1; thence leaving the Eastern line of said Lot N 65°49'20"W 348.74 feet; thence along a curve to the left, having a radius of 575.00 feet, a distance of 9.80 feet, the chord being N 66°18'40"W 9.80 feet; thence S 07°36'20"W 273.05 feet; thence S 46°07'30"W 221.05 feet; thence N 89°58'15"W 209.19 feet; thence S 73°22'00"W 75.89 feet; thence S 05°27'00"W 138.03 feet; thence S 22°52'05"E 232.93 feet; thence S 07°24'00"E 83.61 feet; thence S 26°52'55"W 136.43 feet; thence N 63°07'05"W 43.71 feet; thence N 71°32'40"W 123.63 feet; thence along a curve to the left, having a radius of 149.95 feet, a distance of 33.99 feet, the chord being N 81°27'40"W 33.92 feet to the West line of Lot 101 of said Somerset Village Plat 1; thence along the West line of said Lot S 00°13'25"W 45.14 feet to the Southeast corner of said tract described in the Warranty Deed recorded in book 3837, page 91; thence along the South line of said tract N 89°00'50"W 2018.61 feet; thence along the West line of said tract N 00°28'30"E 1122.05 feet; thence along the North line of said tract S 89°59'50"E 1291.48 feet; thence S 01°41'40"E 288.29 feet; thence along the North line of said tract S 89°59'50"E 712.39 feet to the West line of said Lot 101; thence along the West line of said Lot 101 and Lot 203 N 00°13'25"E 1757.33 feet to the North line of said Lot 203; thence S 89°20'40"E 588.53 feet; thence continuing along said North line S 89°32'35"E 444.88 feet to the point of beginning and containing 95.45 acres.

Tract 2

A tract of land located in the West half of Section 1 and the East half of Section 2, Township 48 North, Range 12 West, in Boone County, Missouri, being part of Lot 101 of Somerset Village Plat 1 recorded in plat book 46,

page 44, and part of Lot 203 of Somerset Village Plat 2 recorded in plat book 46, page 45, and further described as follows:

Commencing at the Northeast corner of said Lot 101; thence along the Eastern boundary line of said Lot along a curve to the right having a radius of 715.00 feet, a distance of 53.36 feet, the chord being S 22°02'20"W 53.34 feet to the point of beginning;

Thence continuing along the Eastern boundary line of said Lot along a curve to the right having a radius of 715.00 feet, a distance of 176.09 feet, the chord being S 31°13'55"W 175.64 feet; thence S 38°17'15"W 220.36 feet; thence along a curve to the left having a radius of 900.00 feet, a distance of 607.96 feet, the chord being S 18°56'10"W 596.47 feet; thence leaving the East line of said Lot S 89°33'55"W 229.94 feet; thence along a curve to the right having a radius of 283.00 feet, a distance of 67.97 feet, the chord being N 83°33'15"W 67.81 feet; thence N 76°40'25"W 15.44 feet; thence N 63°07'05"W 49.91 feet; thence N 26°52'55"E 136.43 feet; thence N 07°24'00"W 83.61 feet; thence N 22°52'05"W 232.93 feet; thence N 05°27'00"E 138.03 feet; thence N 73°22'00"E 75.89 feet; thence S 89°58'15"E 209.19 feet; thence N 46°07'30"E 221.05 feet; thence N 07°36'20"E 273.05 feet; thence along a non-tangent curve to the right having a radius of 575.00 feet, a distance of 9.80 feet, the chord being S 66°18'40"E 9.80 feet; thence S 65°49'20"E 348.74 feet to the point of beginning and containing 8.47 acres.

Tract 3

A tract of land located in the West half of Section 1, Township 48 North, Range 12 West, in Boone County, Missouri, being part of Lot 102 of Somerset Village Plat 1 recorded in plat book 46, page 44, and further described as follows:

Commencing at the Northeast corner of said Lot 102; thence along the northern boundary line of said Lot along a curve to the right having a radius of 608.00 feet, a distance of 100.41 feet, the chord being N 85°14'55"W 100.30 feet to the point of beginning;

Thence leaving said boundary line S 00°03'55"E 130.00 feet; thence S 05°13'35"E 61.93 feet; thence S 14°44'20"W 72.72 feet; thence S 23°36'55"W 67.45 feet; thence S 61°49'55"W 107.99 feet; thence S 03°41'10"E 101.81 feet; thence S 46°29'20"W 48.26 feet; thence S 29°16'20"W 76.52 feet; thence S 06°55'05"W 96.03 feet; thence S 07°08'10"E 24.26 feet; thence S 89°56'05"W 458.39 feet to the West line of said Lot 102; thence along the boundary of said Lot 102, along a non-tangent curve to the right having a radius of 800.00 feet, a distance of 520.10 feet, the chord being N 19°39'45"E 510.99 feet; thence N 38°17'15"E 220.36 feet; thence along a curve to the left having a radius of 815.00 feet, a

distance of 139.89 feet, the chord being N 33°22'15"E 139.72 feet; thence along a curve to the right having a radius of 30.00 feet, a distance of 44.89 feet, the chord being N 71°18'55"E 40.81 feet; thence S 65°49'20"E 104.02 feet; thence along a curve to the left having a radius of 608.00 feet, a distance of 155.94 feet, the chord being S 73°10'15"E 155.51 feet to the point of beginning and containing 7.70 acres.

Tract 4

A tract of land located in the East half of Section 2, Township 48 North, Range 12 West, in Boone County, Missouri, being part of Lot 101 of Somerset Village Plat 1 recorded in plat book 46, page 44, and further described as follows:

Beginning at the Southwest corner of said Lot 101; thence along the Western boundary line of said Lot N 01°03'25"E 595.48 feet; thence N 00°13'25"E 45.14 feet; thence leaving said Western line along a non-tangent curve to the right having a radius of 149.95 feet, a distance of 33.99 feet, the chord being S 81°27'40"E 33.92 feet; thence S 71°32'40"E 123.63 feet; thence S 63°07'05"E 93.62 feet; thence S 76°40'25"E 15.44 feet; thence along a curve to the left having a radius of 283.00 feet, a distance of 67.97 feet, the chord being S 83°33'15"E 67.81 feet; thence N 89°33'55"E 229.94 feet to the East boundary line of said Lot 101; thence along the said boundary line S 00°26'05"E 415.78 feet; thence along a curve to the right having a radius of 30.00 feet, a distance of 41.89 feet, the chord being S 39°33'55"W 38.57 feet; thence S 79°33'55"W 545.45 feet to the point of beginning and containing 6.59 acres.

Tract 5

A tract of land located in the West half of Section 1, Township 48 North, Range 12 West, in Boone County, Missouri, being part of Lot 102 of Somerset Village Plat 1 recorded in plat book 46, page 44, and further described as follows:

Beginning at the Northeast corner of said Lot 102; thence along the boundary line of said Lot S 00°03'55"E 1001.15 feet; thence along a non-tangent curve to the left having a radius of 815.00 feet, a distance of 63.18 feet, the chord being S 83°15'55"W 63.17 feet; thence S 81°02'40"W 208.68 feet; thence along a curve to the left having a radius of 2050.00 feet, a distance of 52.94 feet, the chord being S 80°18'15"W 52.94 feet; thence S 79°33'55"W 416.40 feet; thence along a curve to the right having a radius of 30.00 feet, a distance of 52.36 feet, the chord being N 50°26'05"W 45.96 feet; thence N 00°26'05"W 387.56 feet; thence along a curve to the right having a radius of 800.00 feet, a distance of 20.57 feet, the chord being N 00°18'05"E 20.57 feet; thence leaving said boundary line N 89°56'05"E 458.39 feet; thence N 07°08'10" W 24.28 feet; thence N 06°55'05"E 96.03 feet; thence N 29°16'20"E 76.52 feet; thence N 46°29'20"E 48.26 feet;

thence N 03°41'10"W 101.81 feet; thence N 61°49'55"E 107.99 feet; thence N 23°36'55"E 67.45 feet; thence N 14°44'20"E 72.72 feet; thence N 05°13'35"W 61.93 feet; thence N 00°03'55"W 130.00 feet to the northern boundary line of said Lot 102; thence along said northern boundary line along a non-tangent curve to the left having a radius of 608.00 feet, a distance of 100.41 feet, the chord being S 85°14'55"E 100.30 feet to the point of beginning and containing 9.60 acres.

SECTION 5. The City Clerk is hereby authorized and directed to cause three certified copies of this ordinance to be filed with the Clerk of Boone County, Missouri and three certified copies with the Assessor of Boone County, Missouri. The City Clerk is further authorized and directed to forward to the Missouri Department of Revenue, by registered or certified mail, a certified copy of this ordinance and a map of the City clearly showing the area annexed to the City.

SECTION 6. The property described in Section 4 is in the Third Ward.

SECTION 7. The Zoning District Map established and adopted by Section 29-4 of the Code of Ordinances of the City of Columbia, Missouri, is hereby amended so that the following described property:

Tract 1

A tract of land located in the West half of Section 1 and the East half of Section 2, Township 48 North, Range 12 West, in Boone County, Missouri, being all of a tract of land as described in the Warranty Deed recorded in book 3837, page 91, also being part of Lot 101 of Somerset Village Plat 1 recorded in plat book 46, page 44, and Lot 203 of Somerset Village Plat 2 recorded in plat book 46, page 45, and further described as follows:

Beginning at the Northeast corner of said Lot 203; thence along the Eastern boundary line of said Lot S 00°29'40"W 1492.35 feet; thence along a curve to the right, having a radius of 715.00 feet, a distance of 295.53 feet, the chord being S 12°20'10"W 293.43 feet to a point on the Eastern line of Lot 101 of said Somerset Village Plat 1; thence leaving the Eastern line of said Lot N 65°49'20"W 348.74 feet; thence along a curve to the left, having a radius of 575.00 feet, a distance of 9.80 feet, the chord being N 66°18'40"W 9.80 feet; thence S 07°36'20"W 273.05 feet; thence S 46°07'30"W 221.05 feet; thence N 89°58'15"W 209.19 feet; thence S 73°22'00"W 75.89 feet; thence S 05°27'00"W 138.03 feet; thence S 22°52'05"E 232.93 feet; thence S 07°24'00"E 83.61 feet; thence S 26°52'55"W 136.43 feet; thence N 63°07'05"W 43.71 feet; thence N 71°32'40"W 123.63 feet; thence along a curve to the left, having a radius of 149.95 feet, a distance of 33.99 feet, the chord being N 81°27'40"W 33.92 feet to the West line of Lot 101 of said Somerset Village Plat 1; thence along the West line of said Lot S 00°13'25"W 45.14 feet to the Southeast corner of said tract described in the Warranty Deed recorded in book 3837, page 91; thence along the South line

of said tract N 89°00'50"W 2018.61 feet; thence along the West line of said tract N 00°28'30"E 1122.05 feet; thence along the North line of said tract S 89°59'50"E 1291.48 feet; thence S 01°41'40"E 288.29 feet; thence along the North line of said tract S 89°59'50"E 712.39 feet to the West line of said Lot 101; thence along the West line of said Lot 101 and Lot 203 N 00°13'25"E 1757.33 feet to the North line of said Lot 203; thence S 89°20'40"E 588.53 feet; thence continuing along said North line S 89°32'35"E 444.88 feet to the point of beginning and containing 95.45 acres.

will be zoned and become a part of District R-1 (One-family Dwelling District).

SECTION 8. The Zoning District Map established and adopted by Section 29-4 of the Code of Ordinances of the City of Columbia, Missouri, is hereby amended so that the following described property:

Tract 2

A tract of land located in the West half of Section 1 and the East half of Section 2, Township 48 North, Range 12 West, in Boone County, Missouri, being part of Lot 101 of Somerset Village Plat 1 recorded in plat book 46, page 44, and part of Lot 203 of Somerset Village Plat 2 recorded in plat book 46, page 45, and further described as follows:

Commencing at the Northeast corner of said Lot 101; thence along the Eastern boundary line of said Lot along a curve to the right having a radius of 715.00 feet, a distance of 53.36 feet, the chord being S 22°02'20"W 53.34 feet to the point of beginning;

Thence continuing along the Eastern boundary line of said Lot along a curve to the right having a radius of 715.00 feet, a distance of 176.09 feet, the chord being S 31°13'55"W 175.64 feet; thence S 38°17'15"W 220.36 feet; thence along a curve to the left having a radius of 900.00 feet, a distance of 607.96 feet, the chord being S 18°56'10"W 596.47 feet; thence leaving the East line of said Lot S 89°33'55"W 229.94 feet; thence along a curve to the right having a radius of 283.00 feet, a distance of 67.97 feet, the chord being N 83°33'15"W 67.81 feet; thence N 76°40'25"W 15.44 feet; thence N 63°07'05"W 49.91 feet; thence N 26°52'55"E 136.43 feet; thence N 07°24'00"W 83.61 feet; thence N 22°52'05"W 232.93 feet; thence N 05°27'00"E 138.03 feet; thence N 73°22'00"E 75.89 feet; thence S 89°58'15"E 209.19 feet; thence N 46°07'30"E 221.05 feet; thence N 07°36'20"E 273.05 feet; thence along a non-tangent curve to the right having a radius of 575.00 feet, a distance of 9.80 feet, the chord being S 66°18'40"E 9.80 feet; thence S 65°49'20"E 348.74 feet to the point of beginning and containing 8.47 acres.

will be zoned and become a part of District O-P (Planned Office District). Hereafter the property may be used for the permitted uses set forth in the statement of intent ("Attachment A").

SECTION 9. The Zoning District Map established and adopted by Section 29-4 of the Code of Ordinances of the City of Columbia, Missouri, is hereby amended so that the following described property:

Tract 3

A tract of land located in the West half of Section 1, Township 48 North, Range 12 West, in Boone County, Missouri, being part of Lot 102 of Somerset Village Plat 1 recorded in plat book 46, page 44, and further described as follows:

Commencing at the Northeast corner of said Lot 102; thence along the northern boundary line of said Lot along a curve to the right having a radius of 608.00 feet, a distance of 100.41 feet, the chord being N 85°14'55"W 100.30 feet to the point of beginning;

Thence leaving said boundary line S 00°03'55"E 130.00 feet; thence S 05°13'35"E 61.93 feet; thence S 14°44'20"W 72.72 feet; thence S 23°36'55"W 67.45 feet; thence S 61°49'55"W 107.99 feet; thence S 03°41'10"E 101.81 feet; thence S 46°29'20"W 48.26 feet; thence S 29°16'20"W 76.52 feet; thence S 06°55'05"W 96.03 feet; thence S 07°08'10"E 24.26 feet; thence S 89°56'05"W 458.39 feet to the West line of said Lot 102; thence along the boundary of said Lot 102, along a non-tangent curve to the right having a radius of 800.00 feet, a distance of 520.10 feet, the chord being N 19°39'45"E 510.99 feet; thence N 38°17'15"E 220.36 feet; thence along a curve to the left having a radius of 815.00 feet, a distance of 139.89 feet, the chord being N 33°22'15"E 139.72 feet; thence along a curve to the right having a radius of 30.00 feet, a distance of 44.89 feet, the chord being N 71°18'55"E 40.81 feet; thence S 65°49'20"E 104.02 feet; thence along a curve to the left having a radius of 608.00 feet, a distance of 155.94 feet, the chord being S 73°10'15"E 155.51 feet to the point of beginning and containing 7.70 acres.

will be zoned and become a part of District O-P (Planned Office District). Hereafter the property may be used for the permitted uses set forth in the statement of intent ("Attachment B").

SECTION 10. The Zoning District Map established and adopted by Section 29-4 of the Code of Ordinances of the City of Columbia, Missouri, is hereby amended so that the following described property:

Tract 4

A tract of land located in the East half of Section 2, Township 48 North, Range 12 West, in Boone County, Missouri, being part of Lot 101 of Somerset Village Plat 1 recorded in plat book 46, page 44, and further described as follows:

Beginning at the Southwest corner of said Lot 101; thence along the Western boundary line of said Lot N 01°03'25"E 595.48 feet; thence N 00°13'25"E 45.14 feet; thence leaving said Western line along a non-tangent curve to the right having a radius of 149.95 feet, a distance of 33.99 feet, the chord being S 81°27'40"E 33.92 feet; thence S 71°32'40"E 123.63 feet; thence S 63°07'05"E 93.62 feet; thence S 76°40'25"E 15.44 feet; thence along a curve to the left having a radius of 283.00 feet, a distance of 67.97 feet, the chord being S 83°33'15"E 67.81 feet; thence N 89°33'55"E 229.94 feet to the East boundary line of said Lot 101; thence along the said boundary line S 00°26'05"E 415.78 feet; thence along a curve to the right having a radius of 30.00 feet, a distance of 41.89 feet, the chord being S 39°33'55"W 38.57 feet; thence S 79°33'55"W 545.45 feet to the point of beginning and containing 6.59 acres.

Tract 5

A tract of land located in the West half of Section 1, Township 48 North, Range 12 West, in Boone County, Missouri, being part of Lot 102 of Somerset Village Plat 1 recorded in plat book 46, page 44, and further described as follows:

Beginning at the Northeast corner of said Lot 102; thence along the boundary line of said Lot S 00°03'55"E 1001.15 feet; thence along a non-tangent curve to the left having a radius of 815.00 feet, a distance of 63.18 feet, the chord being S 83°15'55"W 63.17 feet; thence S 81°02'40"W 208.68 feet; thence along a curve to the left having a radius of 2050.00 feet, a distance of 52.94 feet, the chord being S 80°18'15"W 52.94 feet; thence S 79°33'55"W 416.40 feet; thence along a curve to the right having a radius of 30.00 feet, a distance of 52.36 feet, the chord being N 50°26'05"W 45.96 feet; thence N 00°26'05"W 387.56 feet; thence along a curve to the right having a radius of 800.00 feet, a distance of 20.57 feet, the chord being N 00°18'05"E 20.57 feet; thence leaving said boundary line N 89°56'05"E 458.39 feet; thence N 07°08'10" W 24.28 feet; thence N 06°55'05"E 96.03 feet; thence N 29°16'20"E 76.52 feet; thence N 46°29'20"E 48.26 feet; thence N 03°41'10"W 101.81 feet; thence N 61°49'55"E 107.99 feet; thence N 23°36'55"E 67.45 feet; thence N 14°44'20"E 72.72 feet; thence N 05°13'35"W 61.93 feet; thence N 00°03'55"W 130.00 feet to the northern boundary line of said Lot 102; thence along said northern boundary line along a non-tangent curve to the left having a radius of 608.00 feet, a distance of 100.41 feet, the chord being S 85°14'55"E 100.30 feet to the point of beginning and containing 9.60 acres.

will be zoned and become a part of District C-P (Planned Commercial District). Hereafter the property may be used for the permitted uses set forth in the statement of intent ("Attachment C").

SECTION 11. The City Council hereby approves the terms and conditions contained in the statements of intent for the properties described respectively in Sections 8, 9 and 10 above, attached hereto in substantially the same form as "Attachment A" – dated January 30, 2015, "Attachment B" – dated January 30, 2015, and "Attachment C" – dated February 9, 2015, and made a part of this ordinance. The statements of intent shall be binding on the owners until such time as the Council shall release such limitations and conditions on the use of the property.

SECTION 12. The City Manager is hereby authorized to execute a development agreement with St. Charles Road Development, LLC. The form and content of the agreement shall be substantially as set forth in "Attachment D" attached hereto and made a part hereof as fully as if set forth herein verbatim.

SECTION 13. This ordinance shall be in full force and effect from and after its passage.

PASSED this _____ day of _____, 2015.

ATTEST:

City Clerk

Mayor and Presiding Officer

APPROVED AS TO FORM:

City Counselor



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

Statement of Intent Worksheet

For office use:

Case #: 14-180	Submission Date: 1/30/15	Planner Assigned: Zenner
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Please provide the following information, which shall serve as the statement of intent for the proposed planned district zoning: For O-P Somerset Village Tract 2 as described by Exhibit A.

1. The uses proposed.

All permitted uses in district R-3 (subject to height and area regulations of district R-3)

Adult day care home.

Family day care homes, day care centers, pre-school centers, nursery school, child play care centers, child education centers, child experiment stations or child development institutions.

Group care homes for mentally retarded children.

Residential care facilities.

Customary accessory uses subject to the provisions of section 29-27, Accessory Uses.

2. The maximum gross square feet of building floor area proposed. If PUD zoning is requested, indicate type(s) of dwelling units & accessory buildings, and maximum number of dwelling units & development density.

- The maximum gross building floor area for Tract 2 is 110,685 Square Feet for any non-residential use.
- The maximum allowed residential density is 5 units/acre.
- A maximum of 40 units shall be permitted on Tract 2 regardless if Tract 2 is left un-subdivided or subdivided into more than one lot.
- Residential units may be single family detached, single family attached with a maximum building size of 8 units or a condominium or rental apartment building with a maximum of 8 units per building

3. The maximum building height proposed.

The maximum building height shall be 35 feet.

4. The minimum percentage of the site to be maintained in open space, shown by the percent in landscaping and the percent left in existing vegetation.

A Minimum of 25% open space consisting of landscaping shall be maintained and a minimum of 0% existing vegetation shall be preserved.

Note: At the discretion of the applicant, the statement of intent includes the following aspects of the proposed development:

5. Allow PUD Development upon submission of PUD Plan in conformance with City of Columbia PUD District Zoning for that portion of the site developed exclusively for residential purposes.
6. Access of the amount and types will be allowed as shown on Exhibit D for the planned district. Final position and design of the access will be subject to site specific development plans for permit issuance.

ST. CHARLES ROAD DEVELOPMENT, LLC (Signature verification Page 1 of 4)

O-P Somerset Village Tract 2

Michel Piut

2/10/15

Michel Piut, Trust Officer
of Central Trust and Investment Company
as Trustee of the Robert M. LeMone
Revocable Trust dated January 27, 2004, Member

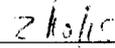
Date:

ST. CHARLES ROAD DEVELOPMENT, LLC (Signature verification Page 2 of 4)

O-P Somerset Village Tract 2



*Robert A. Wolverton, Trustee of the Robert
A. Wolverton Revocable Living Trust U/T/A
B. 7/29/02, Member*



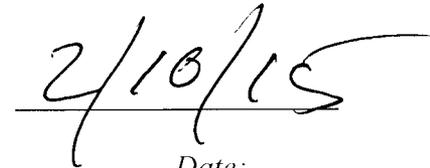
Date:

ST. CHARLES ROAD DEVELOPMENT, LLC (Signature verification Page 3 of 4)

O-P Somerset Village Tract 2



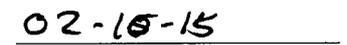
Robert K. Pugh, Co- Trustee of the Robert K. Pugh and Connie G. Pugh Living Trust Agreement U/T/D May 10, 1995, Member



Date:



Connie G. Pugh, Co- Trustee of the Robert K. Pugh and Connie G. Pugh Living Trust Agreement U/T/D May 10, 1995, Member



Date:

ST. CHARLES ROAD DEVELOPMENT, LLC (Signature verification Page 4 of 4)

O-P Somerset Village Tract 2

TSA Investments, L.L.C., Member

Thomas E. Atkins, III

2-10-15

Thomas E. Atkins, III, Member

Date:

Thomas Scott Atkins

2-10-15

Thomas Scott Atkins, Member

Date:

EXHIBIT A
January, 2015

SOMERSET VILLAGE
“REZONING LEGAL DESCRIPTIONS”

Tract 1 (R-1)

A tract of land located in the West half of Section 1 and the East half of Section 2, Township 48 North, Range 12 West, in Boone County, Missouri, being all of a tract of land as described in the Warranty Deed recorded in book 3837, page 91, also being part of Lot 101 of Somerset Village Plat 1 recorded in plat book 46, page 44, and Lot 203 of Somerset Village Plat 2 recorded in plat book 46, page 45, and further described as follows:

Beginning at the Northeast corner of said Lot 203; thence along the Eastern boundary line of said Lot S 00°29'40"W 1492.35 feet; thence along a curve to the right, having a radius of 715.00 feet, a distance of 295.53 feet, the chord being S 12°20'10"W 293.43 feet to a point on the Eastern line of Lot 101 of said Somerset Village Plat 1; thence leaving the Eastern line of said Lot N 65°49'20"W 348.74 feet; thence along a curve to the left, having a radius of 575.00 feet, a distance of 9.80 feet, the chord being N 66°18'40"W 9.80 feet; thence S 07°36'20"W 273.05 feet; thence S 46°07'30"W 221.05 feet; thence N 89°58'15"W 209.19 feet; thence S 73°22'00"W 75.89 feet; thence S 05°27'00"W 138.03 feet; thence S 22°52'05"E 232.93 feet; thence S 07°24'00"E 83.61 feet; thence S 26°52'55"W 136.43 feet; thence N 63°07'05"W 43.71 feet; thence N 71°32'40"W 123.63 feet; thence along a curve to the left, having a radius of 149.95 feet, a distance of 33.99 feet, the chord being N 81°27'40"W 33.92 feet to the West line of Lot 101 of said Somerset Village Plat 1; thence along the West line of said Lot S 00°13'25"W 45.14 feet to the Southeast corner of said tract described in the Warranty Deed recorded in book 3837, page 91; thence along the South line of said tract N 89°00'50"W 2018.61 feet; thence along the West line of said tract N 00°28'30"E 1122.05 feet; thence along the North line of said tract S 89°59'50"E 1291.48 feet; thence S 01°41'40"E 288.29 feet; thence along the North line of said tract S 89°59'50"E 712.39 feet to the West line of said Lot 101; thence along the West line of said Lot 101 and Lot 203 N 00°13'25"E 1757.33 feet to the North line of said Lot 203; thence S 89°20'40"E 588.53 feet ; thence continuing along said North line S 89°32'35"E 444.88 feet to the point of beginning and containing 95.45 acres.

Tract 2 (O-P)

A tract of land located in the West half of Section 1 and the East half of Section 2, Township 48 North, Range 12 West, in Boone County, Missouri, being part of Lot 101 of Somerset Village Plat 1 recorded in plat book 46, page 44, and part of Lot 203 of Somerset Village Plat 2 recorded in plat book 46, page 45, and further described as follows:

Commencing at the Northeast corner of said Lot 101; thence along the Eastern boundary line of said Lot along a curve to the right having a radius of 715.00 feet, a distance of 53.36 feet, the chord being S 22°02'20"W 53.34 feet to the point of beginning;

Thence continuing along the Eastern boundary line of said Lot along a curve to the right having a radius of 715.00 feet, a distance of 176.09 feet, the chord being S 31°13'55"W 175.64 feet; thence S 38°17'15"W 220.36 feet; thence along a curve to the left having a radius of 900.00 feet, a distance of 607.96 feet, the chord being S 18°56'10"W 596.47 feet; thence leaving the East line of said Lot S 89°33'55"W 229.94 feet; thence along a curve to the right having a radius of 283.00 feet, a distance of 67.97 feet, the chord being N 83°33'15"W 67.81 feet; thence N 76°40'25"W 15.44 feet; thence N 63°07'05"W 49.91 feet; thence N 26°52'55"E 136.43 feet; thence N 07°24'00"W 83.61 feet; thence N 22°52'05"W 232.93 feet; thence N 05°27'00"E 138.03 feet; thence N 73°22'00"E 75.89 feet; thence S 89°58'15"E 209.19 feet; thence N 46°07'30"E 221.05 feet; thence N 07°36'20"E 273.05 feet; thence along a non-tangent curve to the right having a radius of 575.00 feet, a distance of 9.80 feet, the chord being S 66°18'40"E 9.80 feet; thence S 65°49'20"E 348.74 feet to the point of beginning and containing 8.47 acres.

Tract 3 (O-P)

A tract of land located in the West half of Section 1, Township 48 North, Range 12 West, in Boone County, Missouri, being part of Lot 102 of Somerset Village Plat 1 recorded in plat book 46, page 44, and further described as follows:

Commencing at the Northeast corner of said Lot 102; thence along the northern boundary line of said Lot along a curve to the right having a radius of 608.00 feet, a distance of 100.41 feet, the chord being N 85°14'55"W 100.30 feet to the point of beginning;

Thence leaving said boundary line S 00°03'55"E 130.00 feet; thence S 05°13'35"E 61.93 feet; thence S 14°44'20"W 72.72 feet; thence S 23°36'55"W 67.45 feet; thence S 61°49'55"W 107.99 feet; thence S 03°41'10"E 101.81 feet; thence S 46°29'20"W 48.26 feet; thence S 29°16'20"W 76.52 feet; thence S 06°55'05"W 96.03 feet; thence S 07°08'10"E 24.26 feet; thence S 89°56'05"W 458.39 feet to the West line of said Lot 102; thence along the boundary of said Lot 102, along a non-tangent curve to the right having a radius of 800.00 feet, a distance of 520.10 feet, the chord being N 19°39'45"E 510.99 feet; thence N 38°17'15"E 220.36 feet; thence along a curve to the left having a radius of 815.00 feet, a distance of 139.89 feet, the chord being N 33°22'15"E 139.72 feet; thence along a curve to the right having a radius of 30.00 feet, a distance of 44.89 feet, the chord being N 71°18'55"E 40.81 feet; thence S 65°49'20"E 104.02 feet; thence along a curve to the left having a radius of 608.00 feet, a distance of 155.94 feet, the chord being S 73°10'15"E 155.51 feet to the point of beginning and containing 7.70 acres.

Tract 4 (C-P)

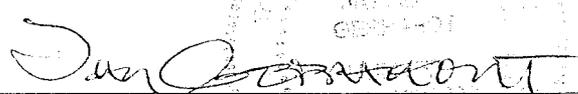
A tract of land located in the East half of Section 2, Township 48 North, Range 12 West, in Boone County, Missouri, being part of Lot 101 of Somerset Village Plat 1 recorded in plat book 46, page 44, and further described as follows:

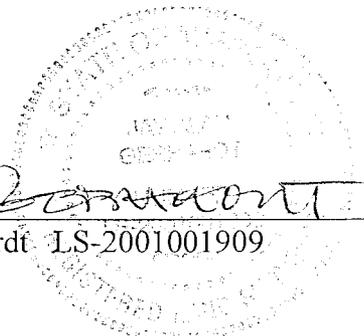
Beginning at the Southwest corner of said Lot 101; thence along the Western boundary line of said Lot N 01°03'25"E 595.48 feet; thence N 00°13'25"E 45.14 feet; thence leaving said Western line along a non-tangent curve to the right having a radius of 149.95 feet, a distance of 33.99 feet, the chord being S 81°27'40"E 33.92 feet; thence S 71°32'40"E 123.63 feet; thence S 63°07'05"E 93.62 feet; thence S 76°40'25"E 15.44 feet; thence along a curve to the left having a radius of 283.00 feet, a distance of 67.97 feet, the chord being S 83°33'15"E 67.81 feet; thence N 89°33'55"E 229.94 feet to the East boundary line of said Lot 101; thence along the said boundary line S 00°26'05"E 415.78 feet; thence along a curve to the right having a radius of 30.00 feet, a distance of 41.89 feet, the chord being S 39°33'55"W 38.57 feet; thence S 79°33'55"W 545.45 feet to the point of beginning and containing 6.59 acres.

Tract 5 (C-P)

A tract of land located in the West half of Section 1, Township 48 North, Range 12 West, in Boone County, Missouri, being part of Lot 102 of Somerset Village Plat 1 recorded in plat book 46, page 44, and further described as follows:

Beginning at the Northeast corner of said Lot 102; thence along the boundary line of said Lot S 00°03'55"E 1001.15 feet; thence along a non-tangent curve to the left having a radius of 815.00 feet, a distance of 63.18 feet, the chord being S 83°15'55"W 63.17 feet; thence S 81°02'40"W 208.68 feet; thence along a curve to the left having a radius of 2050.00 feet, a distance of 52.94 feet, the chord being S 80°18'15"W 52.94 feet; thence S 79°33'55"W 416.40 feet; thence along a curve to the right having a radius of 30.00 feet, a distance of 52.36 feet, the chord being N 50°26'05"W 45.96 feet; thence N 00°26'05"W 387.56 feet; thence along a curve to the right having a radius of 800.00 feet, a distance of 20.57 feet, the chord being N 00°18'05"E 20.57 feet; thence leaving said boundary line N 89°56'05"E 458.39 feet; thence N 07°08'10" W 24.28 feet; thence N 06°55'05"E 96.03 feet; thence N 29°16'20"E 76.52 feet; thence N 46°29'20"E 48.26 feet; thence N 03°41'10"W 101.81 feet; thence N 61°49'55"E 107.99 feet; thence N 23°36'55"E 67.45 feet; thence N 14°44'20"E 72.72 feet; thence N 05°13'35"W 61.93 feet; thence N 00°03'55"W 130.00 feet to the northern boundary line of said Lot 102; thence along said northern boundary line along a non-tangent curve to the left having a radius of 608.00 feet, a distance of 100.41 feet, the chord being S 85°14'55"E 100.30 feet to the point of beginning and containing 9.60 acres.


Jay Alan Gebhardt LS-2001001909



1/15/2015
Date



**City of Columbia
Planning Department**

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

Statement of Intent Worksheet

For office use:

Case #: 14-180	Submission Date: 1/30/15	Planner Assigned: Zenner
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Please provide the following information, which shall serve as the statement of intent for the proposed planned district zoning: **For O-P Somerset Village Tract 3 as described by Exhibit A.**

1. The uses proposed.

Single Family Dwelling (Attached or Detached)

Adult day care home.

Apartment houses.

Family day care homes, day care centers, pre-school centers, nursery school, child play care centers, child education centers, child experiment stations or child development institutions.

Counseling centers operated by charitable or not-for-profit organizations; excluding halfway houses or any use connected with penal or correctional institutions.

Hospitals for human beings, medical or dental clinics, sanitariums, and medical laboratories.

Office buildings used for the administrative functions of businesses, professions, companies, corporations; and social, philanthropic, eleemosynary, or governmental organizations or societies.

Offices for professional and business use involving the sale or provision of services, but not the sale or rental of goods, including but not limited to:

- (1) Artists, sculptors, photographers.
- (2) Authors, writers, composers.
- (3) Lawyers, engineers, planners, architects, realtors, accountants, insurance agents, brokers, and other consultants in similar professions.
- (4) Ministers, rabbis, priests, or other clergy members.
- (5) Physicians, dentists, chiropractors, or other licensed medical practitioners.
- (6) Seamstresses, tailors.
- (7) Teachers of private lessons in art, music, or dance.

Residential care facilities.

Schools operated as a business within an enclosed building, except trade schools and schools which offer retail goods or services to the public.

Customary accessory uses subject to the provisions of section 29-27, Accessory Uses.

2. The maximum gross square feet of building floor area proposed. If **PUD** zoning is requested, indicate type(s) of dwelling units & accessory buildings, and maximum number of dwelling units & development density.

- **The maximum gross building floor area for Tract 3 is 100,620 Square Feet for any non-residential use.**
- **The maximum allowed residential density is 18 units/ acre.**
- **The maximum total allowed residential units is 138.**
- **Residential units may be single family attached with a maximum building size of 10 units or apartment style dwellings, fee-simple condominium or rental apartment with a maximum of 24 units per building**

3. The maximum building height proposed.

The maximum building height shall be 45 feet.

4. The minimum percentage of the site to be maintained in open space, shown by the percent in landscaping and the percent left in existing vegetation.

A Minimum of 25% open space consisting of landscaping shall be maintained and a minimum of 0% existing vegetation shall be preserved.

Note: At the discretion of the applicant, the statement of intent includes the following aspects of the proposed development:

5. **Allow PUD Development upon submission of PUD Plan in conformance with City of Columbia PUD District Zoning for that portion of the site developed exclusively for residential purposes.**
6. **Access of the amount and types will be allowed as shown on Exhibit D for the planned district. Final position and design of the access will be subject to site specific development plans for permit issuance.**

ST. CHARLES ROAD DEVELOPMENT, LLC (Signature verification Page 1 of 4)

O-P Somerset Village Tract 3

Michel Piut svp

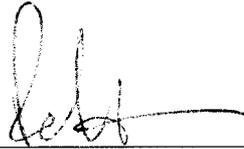
2/10/15

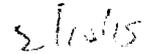
Michel Piut, Trust Officer
of Central Trust and Investment Company
as Trustee of the Robert M. LeMone
Revocable Trust dated January 27, 2004, Member

Date:

ST. CHARLES ROAD DEVELOPMENT, LLC (Signature verification Page 2 of 4)

O-P Somerset Village Tract 3



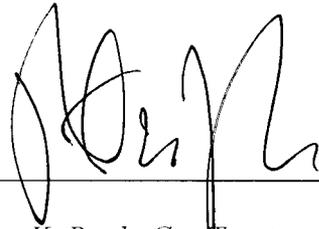


*Robert A. Wolverson, Trustee of the Robert
A. Wolverson Revocable Living Trust U/T/A
B. 7/29/02, Member*

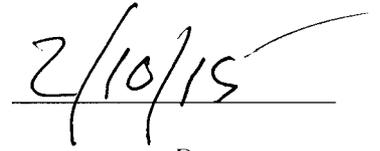
Date:

ST. CHARLES ROAD DEVELOPMENT, LLC (Signature verification Page 3 of 4)

O-P Somerset Village Tract 3



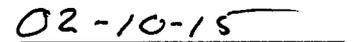
*Robert K. Pugh, Co-Trustee of the Robert K.
Pugh and Connie G. Pugh Living Trust
Agreement U/T/D May 10, 1995, Member*



Date:



*Connie G. Pugh, Co-Trustee of the Robert K.
Pugh and Connie G. Pugh Living Trust
Agreement U/T/D May 10, 1995, Member*



Date:

ST. CHARLES ROAD DEVELOPMENT, LLC (Signature verification Page 4 of 4)

O-P Somerset Village Tract 3

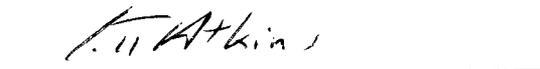
TSA Investments, L.L.C., Member



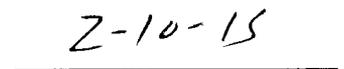
Thomas E. Atkins, III, Member



Date:



Thomas Scott Atkins, Member



Date:

EXHIBIT A
January, 2015

SOMERSET VILLAGE
“REZONING LEGAL DESCRIPTIONS”

Tract 1 (R-1)

A tract of land located in the West half of Section 1 and the East half of Section 2, Township 48 North, Range 12 West, in Boone County, Missouri, being all of a tract of land as described in the Warranty Deed recorded in book 3837, page 91, also being part of Lot 101 of Somerset Village Plat 1 recorded in plat book 46, page 44, and Lot 203 of Somerset Village Plat 2 recorded in plat book 46, page 45, and further described as follows:

Beginning at the Northeast corner of said Lot 203; thence along the Eastern boundary line of said Lot S 00°29'40"W 1492.35 feet; thence along a curve to the right, having a radius of 715.00 feet, a distance of 295.53 feet, the chord being S 12°20'10"W 293.43 feet to a point on the Eastern line of Lot 101 of said Somerset Village Plat 1; thence leaving the Eastern line of said Lot N 65°49'20"W 348.74 feet; thence along a curve to the left, having a radius of 575.00 feet, a distance of 9.80 feet, the chord being N 66°18'40"W 9.80 feet; thence S 07°36'20"W 273.05 feet; thence S 46°07'30"W 221.05 feet; thence N 89°58'15"W 209.19 feet; thence S 73°22'00"W 75.89 feet; thence S 05°27'00"W 138.03 feet; thence S 22°52'05"E 232.93 feet; thence S 07°24'00"E 83.61 feet; thence S 26°52'55"W 136.43 feet; thence N 63°07'05"W 43.71 feet; thence N 71°32'40"W 123.63 feet; thence along a curve to the left, having a radius of 149.95 feet, a distance of 33.99 feet, the chord being N 81°27'40"W 33.92 feet to the West line of Lot 101 of said Somerset Village Plat 1; thence along the West line of said Lot S 00°13'25"W 45.14 feet to the Southeast corner of said tract described in the Warranty Deed recorded in book 3837, page 91; thence along the South line of said tract N 89°00'50"W 2018.61 feet; thence along the West line of said tract N 00°28'30"E 1122.05 feet; thence along the North line of said tract S 89°59'50"E 1291.48 feet; thence S 01°41'40"E 288.29 feet; thence along the North line of said tract S 89°59'50"E 712.39 feet to the West line of said Lot 101; thence along the West line of said Lot 101 and Lot 203 N 00°13'25"E 1757.33 feet to the North line of said Lot 203; thence S 89°20'40"E 588.53 feet; thence continuing along said North line S 89°32'35"E 444.88 feet to the point of beginning and containing 95.45 acres.

Tract 2 (O-P)

A tract of land located in the West half of Section 1 and the East half of Section 2, Township 48 North, Range 12 West, in Boone County, Missouri, being part of Lot 101 of Somerset Village Plat 1 recorded in plat book 46, page 44, and part of Lot 203 of Somerset Village Plat 2 recorded in plat book 46, page 45, and further described as follows:

Commencing at the Northeast corner of said Lot 101; thence along the Eastern boundary line of said Lot along a curve to the right having a radius of 715.00 feet, a distance of 53.36 feet, the chord being S 22°02'20"W 53.34 feet to the point of beginning;

Thence continuing along the Eastern boundary line of said Lot along a curve to the right having a radius of 715.00 feet, a distance of 176.09 feet, the chord being S 31°13'55"W 175.64 feet; thence S 38°17'15"W 220.36 feet; thence along a curve to the left having a radius of 900.00 feet, a distance of 607.96 feet, the chord being S 18°56'10"W 596.47 feet; thence leaving the East line of said Lot S 89°33'55"W 229.94 feet; thence along a curve to the right having a radius of 283.00 feet, a distance of 67.97 feet, the chord being N 83°33'15"W 67.81 feet; thence N 76°40'25"W 15.44 feet; thence N 63°07'05"W 49.91 feet; thence N 26°52'55"E 136.43 feet; thence N 07°24'00"W 83.61 feet; thence N 22°52'05"W 232.93 feet; thence N 05°27'00"E 138.03 feet; thence N 73°22'00"E 75.89 feet; thence S 89°58'15"E 209.19 feet; thence N 46°07'30"E 221.05 feet; thence N 07°36'20"E 273.05 feet; thence along a non-tangent curve to the right having a radius of 575.00 feet, a distance of 9.80 feet, the chord being S 66°18'40"E 9.80 feet; thence S 65°49'20"E 348.74 feet to the point of beginning and containing 8.47 acres.

Tract 3 (O-P)

A tract of land located in the West half of Section 1, Township 48 North, Range 12 West, in Boone County, Missouri, being part of Lot 102 of Somerset Village Plat 1 recorded in plat book 46, page 44, and further described as follows:

Commencing at the Northeast corner of said Lot 102; thence along the northern boundary line of said Lot along a curve to the right having a radius of 608.00 feet, a distance of 100.41 feet, the chord being N 85°14'55"W 100.30 feet to the point of beginning;

Thence leaving said boundary line S 00°03'55"E 130.00 feet; thence S 05°13'35"E 61.93 feet; thence S 14°44'20"W 72.72 feet; thence S 23°36'55"W 67.45 feet; thence S 61°49'55"W 107.99 feet; thence S 03°41'10"E 101.81 feet; thence S 46°29'20"W 48.26 feet; thence S 29°16'20"W 76.52 feet; thence S 06°55'05"W 96.03 feet; thence S 07°08'10"E 24.26 feet; thence S 89°56'05"W 458.39 feet to the West line of said Lot 102; thence along the boundary of said Lot 102, along a non-tangent curve to the right having a radius of 800.00 feet, a distance of 520.10 feet, the chord being N 19°39'45"E 510.99 feet; thence N 38°17'15"E 220.36 feet; thence along a curve to the left having a radius of 815.00 feet, a distance of 139.89 feet, the chord being N 33°22'15"E 139.72 feet; thence along a curve to the right having a radius of 30.00 feet, a distance of 44.89 feet, the chord being N 71°18'55"E 40.81 feet; thence S 65°49'20"E 104.02 feet; thence along a curve to the left having a radius of 608.00 feet, a distance of 155.94 feet, the chord being S 73°10'15"E 155.51 feet to the point of beginning and containing 7.70 acres.

Tract 4 (C-P)

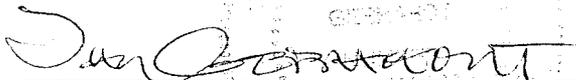
A tract of land located in the East half of Section 2, Township 48 North, Range 12 West, in Boone County, Missouri, being part of Lot 101 of Somerset Village Plat 1 recorded in plat book 46, page 44, and further described as follows:

Beginning at the Southwest corner of said Lot 101; thence along the Western boundary line of said Lot N 01°03'25"E 595.48 feet; thence N 00°13'25"E 45.14 feet; thence leaving said Western line along a non-tangent curve to the right having a radius of 149.95 feet, a distance of 33.99 feet, the chord being S 81°27'40"E 33.92 feet; thence S 71°32'40"E 123.63 feet; thence S 63°07'05"E 93.62 feet; thence S 76°40'25"E 15.44 feet; thence along a curve to the left having a radius of 283.00 feet, a distance of 67.97 feet, the chord being S 83°33'15"E 67.81 feet; thence N 89°33'55"E 229.94 feet to the East boundary line of said Lot 101; thence along the said boundary line S 00°26'05"E 415.78 feet; thence along a curve to the right having a radius of 30.00 feet, a distance of 41.89 feet, the chord being S 39°33'55"W 38.57 feet; thence S 79°33'55"W 545.45 feet to the point of beginning and containing 6.59 acres.

Tract 5 (C-P)

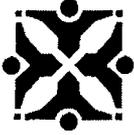
A tract of land located in the West half of Section 1, Township 48 North, Range 12 West, in Boone County, Missouri, being part of Lot 102 of Somerset Village Plat 1 recorded in plat book 46, page 44, and further described as follows:

Beginning at the Northeast corner of said Lot 102; thence along the boundary line of said Lot S 00°03'55"E 1001.15 feet; thence along a non-tangent curve to the left having a radius of 815.00 feet, a distance of 63.18 feet, the chord being S 83°15'55"W 63.17 feet; thence S 81°02'40"W 208.68 feet; thence along a curve to the left having a radius of 2050.00 feet, a distance of 52.94 feet, the chord being S 80°18'15"W 52.94 feet; thence S 79°33'55"W 416.40 feet; thence along a curve to the right having a radius of 30.00 feet, a distance of 52.36 feet, the chord being N 50°26'05"W 45.96 feet; thence N 00°26'05"W 387.56 feet; thence along a curve to the right having a radius of 800.00 feet, a distance of 20.57 feet, the chord being N 00°18'05"E 20.57 feet; thence leaving said boundary line N 89°56'05"E 458.39 feet; thence N 07°08'10"W 24.28 feet; thence N 06°55'05"E 96.03 feet; thence N 29°16'20"E 76.52 feet; thence N 46°29'20"E 48.26 feet; thence N 03°41'10"W 101.81 feet; thence N 61°49'55"E 107.99 feet; thence N 23°36'55"E 67.45 feet; thence N 14°44'20"E 72.72 feet; thence N 05°13'35"W 61.93 feet; thence N 00°03'55"W 130.00 feet to the northern boundary line of said Lot 102; thence along said northern boundary line along a non-tangent curve to the left having a radius of 608.00 feet, a distance of 100.41 feet, the chord being S 85°14'55"E 100.30 feet to the point of beginning and containing 9.60 acres.



Jay Alan Gebhardt LS-2001001909

1/15/2015
Date



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

REVISED

2/9/15

Statement of Intent Worksheet

For office use:

Case #: 14-180	Submission Date: 2/9/15	Planner Assigned: Zenner
-------------------	----------------------------	-----------------------------

Please provide the following information, which shall serve as the statement of intent for the proposed planned district zoning: **For C-P Somerset Village Tracts 4 and 5 as described by Exhibit A.**

1. The uses proposed.

Adult day care home

Alcoholic beverage sales by the package or as an accessory use to a restaurant.

Alcoholic beverage sales in the original package or by the drink on licensed premises shall be permitted in restaurants or similar places where substantial quantities of food are served, all in compliance with the alcoholic beverage regulations of chapter 4 of this Code.

Assembly and lodge halls

Automobile repair facilities provided that all repair shall take place within an enclosed building.

Banks, other financial institutions, and travel agencies.

Barber and beauty shops.

Bars, cocktail lounges and night clubs.

Bicycle repair shops.

Billiard halls and game arcades.

Building and premises for public utility services or public service corporations.

Car washes, coin-operated or attendant-operated.

Car washes.

Churches, mosques and synagogues.

Commercial swimming pools.

Counseling centers operated by charitable or not-for-profit organizations; excluding any use connected with penal or correctional institutions.

Electrical repair shop.

Family day care homes, day care centers, pre-school centers, nursery school, child play care centers, child education centers, child experiment stations or child development institutions under the following regulations: (see zoning regulations for restrictions)

Government buildings and facilities.

Hospitals for human beings, medical or dental clinics, sanitariums, and medical laboratories.

Hospitals for small animals, if within an enclosed building.

Laundries, coin operated.

Mortuaries, which may include a crematory.

Office buildings used for the administrative functions of businesses, professions, companies, corporations; and social, philanthropic, eleemosynary, or governmental organizations or societies.

Offices for professional and business use involving the sale or provision of services, but not the sale or rental of goods.

Pet stores and grooming shops, for small animals.

Photographic service shops and studios.

Physical fitness centers, private gymnasiums and reducing salons.

Plumbing, heating, air conditioning, and electrical businesses, which may include related customary activities such as contracting, retail and wholesale sales and distribution.

Public administrative buildings.

Public libraries.

Public museums.

Public parks and playgrounds, including public recreation or service buildings within such parks.

Public police and fire stations.

Publicly owned and operated community buildings.

Radio and television sales and services.

Repair of household appliances.

Research and development laboratories, provided there is minimal/insignificant use of hazardous materials base on a risk assessment.

Restaurants, cafes and cafeterias.

Restaurants, cafes or cafeterias which provide live or recorded music, provided that such music is played indoors only and further provided that the music from any such restaurant, cafe or cafeteria shall not be plainly audible at the property line of the property on which the building housing such restaurant, cafe or cafeteria is located.

Schools operated as a business within an enclosed building, except trade schools and schools which offer retail goods or services to the public.

Schools operated as a business, except trade schools.

Self-service storage facilities, subject to the following conditions:

- (1) All storage shall be kept within an enclosed building, except recreation or other oversized vehicles, compressed flammable gas tanks, or gasoline containers in excess of two (2) gallons, which shall be stored only in exterior areas screened from the view from any street frontage.
- (2) Where the site is adjacent to residentially-zoned land, a permanent screen shall be required and shall conform to the provisions of section 29-17(d)(6).
- (3) Storage of feed, fertilizer, grain, soil conditioners, pesticides, chemicals, explosives and other hazardous materials, asphalt, brick, cement, gravel, rock, sand and similar construction materials, inoperable vehicles, or bulk storage of fuels shall be prohibited.
- (4) The use of power tools, paint sprayers, or the servicing, repair or fabrication of furniture, boats, trailers, motor vehicles, lawn mowers, appliances and other similar equipment shall be prohibited.
- (5) The sale of any item from the facility or the conduct of any type of commercial activity at the facility shall be prohibited.
- (6) Building heights shall be limited to fourteen (14) feet.
- (7) Loading docks shall be prohibited.

Service stations, provided all fuel storage tanks are located underground.

Shoe repair shops.

Stores, shops and markets for retail trades, provided merchandise is not displayed, stored or offered for sale on the premises outside a building in the required front yard or in any side or rear yard adjacent to a residential zoning district.

Temporary real estate sales office, located on property being sold and limited to a period of sale, but not exceeding two (2) years without special permit from the Board.

Testing laboratories.

Trade schools.

Theaters, not including drive-in theaters.

Wholesale sales offices and sample rooms.

*Accessory uses, including drive-up facilities, customarily incidental to any of the above uses.

*Any retail business or use of a similar character to the those listed above, provided that such use is not noxious or offensive by reason of vibration, noise, odor, dust, smoke, gas, or otherwise.

All Residential Uses are Prohibited

2. The maximum gross square feet of building floor area proposed. If **PUD** zoning is requested, indicate type(s) of dwelling units & accessory buildings, and maximum number of dwelling units & development density.

**The maximum gross building floor area for Tract 4 is 86,120 Square Feet.
The maximum gross building floor area for Tract 5 is 48,480 Square Feet.**

3. The maximum building height proposed.

The maximum building height shall be 45 feet.

4. The minimum percentage of the site to be maintained in open space, shown by the percent in landscaping and the percent left in existing vegetation.

A Minimum of 15% open space consisting of landscaping shall be maintained and a minimum of 0% existing vegetation shall be preserved.

Note: At the discretion of the applicant, the statement of intent includes the following aspects of the proposed development:

1. **Access of the amount and types will be allowed as shown on Exhibit D for the planned district. Final position and design of the access will be subject to site specific development plans for permit issuance.**

ST. CHARLES ROAD DEVELOPMENT, LLC (Signature verification Page 1 of 4)

C-P Somerset Village Tracts 4 and 5

Michael Reut svp

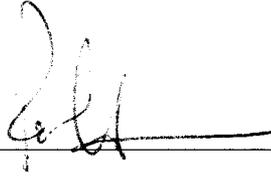
2/10/15

Michel Piut, Trust Officer
of Central Trust and Investment Company
as Trustee of the Robert M. LeMone
Revocable Trust dated January 27, 2004, Member

Date:

ST. CHARLES ROAD DEVELOPMENT, LLC (Signature verification Page 2 of 4)

C-P Somerset Village Tracts 4 and 5



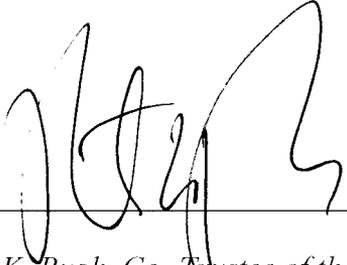
2/12/15

*Robert A. Wolverton, Trustee of the Robert
A. Wolverton Revocable Living Trust U/T/A
B. 7/29/02, Member*

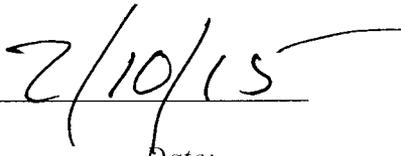
Date:

ST. CHARLES ROAD DEVELOPMENT, LLC (Signature verification Page 3 of 4)

C-P Somerset Village Tracts 4 and 5



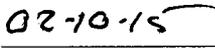
Robert K. Pugh, Co- Trustee of the Robert K. Pugh and Connie G. Pugh Living Trust Agreement U/T/D May 10, 1995, Member



Date:



Connie G. Pugh, Co- Trustee of the Robert K. Pugh and Connie G. Pugh Living Trust Agreement U/T/D May 10, 1995, Member



Date:

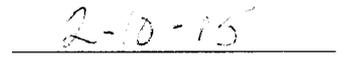
ST. CHARLES ROAD DEVELOPMENT, LLC (Signature verification Page 4 of 4)

C-P Somerset Village Tracts 4 and 5

TSA Investments, L.L.C., Member



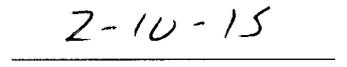
Thomas E. Atkins, III, Member



Date:



Thomas Scott Atkins, Member



Date:

EXHIBIT A
January, 2015

SOMERSET VILLAGE
“REZONING LEGAL DESCRIPTIONS”

Tract 1 (R-1)

A tract of land located in the West half of Section 1 and the East half of Section 2, Township 48 North, Range 12 West, in Boone County, Missouri, being all of a tract of land as described in the Warranty Deed recorded in book 3837, page 91, also being part of Lot 101 of Somerset Village Plat 1 recorded in plat book 46, page 44, and Lot 203 of Somerset Village Plat 2 recorded in plat book 46, page 45, and further described as follows:

Beginning at the Northeast corner of said Lot 203; thence along the Eastern boundary line of said Lot S 00°29'40"W 1492.35 feet; thence along a curve to the right, having a radius of 715.00 feet, a distance of 295.53 feet, the chord being S 12°20'10"W 293.43 feet to a point on the Eastern line of Lot 101 of said Somerset Village Plat 1; thence leaving the Eastern line of said Lot N 65°49'20"W 348.74 feet; thence along a curve to the left, having a radius of 575.00 feet, a distance of 9.80 feet, the chord being N 66°18'40"W 9.80 feet; thence S 07°36'20"W 273.05 feet; thence S 46°07'30"W 221.05 feet; thence N 89°58'15"W 209.19 feet; thence S 73°22'00"W 75.89 feet; thence S 05°27'00"W 138.03 feet; thence S 22°52'05"E 232.93 feet; thence S 07°24'00"E 83.61 feet; thence S 26°52'55"W 136.43 feet; thence N 63°07'05"W 43.71 feet; thence N 71°32'40"W 123.63 feet; thence along a curve to the left, having a radius of 149.95 feet, a distance of 33.99 feet, the chord being N 81°27'40"W 33.92 feet to the West line of Lot 101 of said Somerset Village Plat 1; thence along the West line of said Lot S 00°13'25"W 45.14 feet to the Southeast corner of said tract described in the Warranty Deed recorded in book 3837, page 91; thence along the South line of said tract N 89°00'50"W 2018.61 feet; thence along the West line of said tract N 00°28'30"E 1122.05 feet; thence along the North line of said tract S 89°59'50"E 1291.48 feet; thence S 01°41'40"E 288.29 feet; thence along the North line of said tract S 89°59'50"E 712.39 feet to the West line of said Lot 101; thence along the West line of said Lot 101 and Lot 203 N 00°13'25"E 1757.33 feet to the North line of said Lot 203; thence S 89°20'40"E 588.53 feet; thence continuing along said North line S 89°32'35"E 444.88 feet to the point of beginning and containing 95.45 acres.

Tract 2 (O-P)

A tract of land located in the West half of Section 1 and the East half of Section 2, Township 48 North, Range 12 West, in Boone County, Missouri, being part of Lot 101 of Somerset Village Plat 1 recorded in plat book 46, page 44, and part of Lot 203 of Somerset Village Plat 2 recorded in plat book 46, page 45, and further described as follows:

Commencing at the Northeast corner of said Lot 101; thence along the Eastern boundary line of said Lot along a curve to the right having a radius of 715.00 feet, a distance of 53.36 feet, the chord being S 22°02'20"W 53.34 feet to the point of beginning;

Thence continuing along the Eastern boundary line of said Lot along a curve to the right having a radius of 715.00 feet, a distance of 176.09 feet, the chord being S 31°13'55"W 175.64 feet; thence S 38°17'15"W 220.36 feet; thence along a curve to the left having a radius of 900.00 feet, a distance of 607.96 feet, the chord being S 18°56'10"W 596.47 feet; thence leaving the East line of said Lot S 89°33'55"W 229.94 feet; thence along a curve to the right having a radius of 283.00 feet, a distance of 67.97 feet, the chord being N 83°33'15"W 67.81 feet; thence N 76°40'25"W 15.44 feet; thence N 63°07'05"W 49.91 feet; thence N 26°52'55"E 136.43 feet; thence N 07°24'00"W 83.61 feet; thence N 22°52'05"W 232.93 feet; thence N 05°27'00"E 138.03 feet; thence N 73°22'00"E 75.89 feet; thence S 89°58'15"E 209.19 feet; thence N 46°07'30"E 221.05 feet; thence N 07°36'20"E 273.05 feet; thence along a non-tangent curve to the right having a radius of 575.00 feet, a distance of 9.80 feet, the chord being S 66°18'40"E 9.80 feet; thence S 65°49'20"E 348.74 feet to the point of beginning and containing 8.47 acres.

Tract 3 (O-P)

A tract of land located in the West half of Section 1, Township 48 North, Range 12 West, in Boone County, Missouri, being part of Lot 102 of Somerset Village Plat 1 recorded in plat book 46, page 44, and further described as follows:

Commencing at the Northeast corner of said Lot 102; thence along the northern boundary line of said Lot along a curve to the right having a radius of 608.00 feet, a distance of 100.41 feet, the chord being N 85°14'55"W 100.30 feet to the point of beginning;

Thence leaving said boundary line S 00°03'55"E 130.00 feet; thence S 05°13'35"E 61.93 feet; thence S 14°44'20"W 72.72 feet; thence S 23°36'55"W 67.45 feet; thence S 61°49'55"W 107.99 feet; thence S 03°41'10"E 101.81 feet; thence S 46°29'20"W 48.26 feet; thence S 29°16'20"W 76.52 feet; thence S 06°55'05"W 96.03 feet; thence S 07°08'10"E 24.26 feet; thence S 89°56'05"W 458.39 feet to the West line of said Lot 102; thence along the boundary of said Lot 102, along a non-tangent curve to the right having a radius of 800.00 feet, a distance of 520.10 feet, the chord being N 19°39'45"E 510.99 feet; thence N 38°17'15"E 220.36 feet; thence along a curve to the left having a radius of 815.00 feet, a distance of 139.89 feet, the chord being N 33°22'15"E 139.72 feet; thence along a curve to the right having a radius of 30.00 feet, a distance of 44.89 feet, the chord being N 71°18'55"E 40.81 feet; thence S 65°49'20"E 104.02 feet; thence along a curve to the left having a radius of 608.00 feet, a distance of 155.94 feet, the chord being S 73°10'15"E 155.51 feet to the point of beginning and containing 7.70 acres.

Tract 4 (C-P)

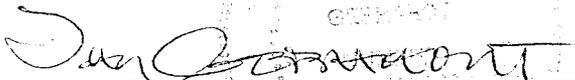
A tract of land located in the East half of Section 2, Township 48 North, Range 12 West, in Boone County, Missouri, being part of Lot 101 of Somerset Village Plat 1 recorded in plat book 46, page 44, and further described as follows:

Beginning at the Southwest corner of said Lot 101; thence along the Western boundary line of said Lot N 01°03'25"E 595.48 feet; thence N 00°13'25"E 45.14 feet; thence leaving said Western line along a non-tangent curve to the right having a radius of 149.95 feet, a distance of 33.99 feet, the chord being S 81°27'40"E 33.92 feet; thence S 71°32'40"E 123.63 feet; thence S 63°07'05"E 93.62 feet; thence S 76°40'25"E 15.44 feet; thence along a curve to the left having a radius of 283.00 feet, a distance of 67.97 feet, the chord being S 83°33'15"E 67.81 feet; thence N 89°33'55"E 229.94 feet to the East boundary line of said Lot 101; thence along the said boundary line S 00°26'05"E 415.78 feet; thence along a curve to the right having a radius of 30.00 feet, a distance of 41.89 feet, the chord being S 39°33'55"W 38.57 feet; thence S 79°33'55"W 545.45 feet to the point of beginning and containing 6.59 acres.

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Jay Alan Gebhardt LS-2001001909

1/15/2015

Date

DEVELOPMENT AGREEMENT FOR SOMERSET VILLAGE

Grantor: St. Charles Road Development, LLC, a Missouri limited liability company
[address: _____]

Grantee: City of Columbia, Missouri, a municipal corporation of the State of Missouri
[address: Attn: City Manager, City of Columbia, Missouri, PO Box 6015, Columbia, MO 65205-6015]

Legal

Description: The following described real estate situated in Boone County, Missouri, to wit:

See attached Exhibit A.

Date: _____, 201__

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DEVELOPMENT AGREEMENT FOR SOMERSET VILLAGE

THIS DEVELOPMENT AGREEMENT (“this Agreement”) is made and entered into this _____ day of _____, 2015, by and between **the City of Columbia, Missouri**, a municipal corporation of the State of Missouri (“City”) and **St. Charles Road Development, LLC**, a Missouri limited liability company (“Owner”). The City and the Owner may hereinafter be collectively referred to as the Parties and individually as a Party.

RECITALS

The Subject Property. Owner holds title to approximately 127 acres of land currently located in the unincorporated area of Boone County legally described in the attached **Exhibit A**. (the "Subject Property").

Petition for Annexation. The Subject Property is now located in the unincorporated area of Boone County, Missouri ("the County"). Owner has filed with the City a Petition for Annexation of the Subject Property into the geographic limits of the City ("the Annexation Petition"), provided that the Subject Property is rezoned per owner's application submitted to the City on or about the 25th day of November, 2014, in Case No. 14 480 ("Owner's Zoning Application").

Infrastructure Needs in Area to be Annexed. A study dated October, 2012, by Crawford, Bunte and Barmmeier (the "Traffic Impact Study") has been performed on a larger area of approximately 1800 acres, which includes the Subject Property. Using various assumptions about the development in the larger study area, the study concluded that the cost of public infrastructure in the study area would require Traffic Impact Study Fees to be imposed on new development in the amounts shown in the attached **Exhibit B**.

Proposed Zoning. Owner desires to develop the Subject Property as a mixed use development, known as "Somerset Village." The Owner's Zoning Application divides the Subject Property into five (5) Tracts, depicted on the attached **Exhibit C**, labeled "Somerset Village Rezoning & Conceptual Layout". Owner's Zoning Application seeks zoning of such Tracts, each with the uses described in Owner's Zoning Application as follows:

- Tract 1 - R-1, Single Family Residential,
- Tract 2 - O-P, Planned Office,
- Tract 3 - O P, Planned Office,
- Tract 4 - C-P, Planned Business District,
- Tract 5 - C-P, Planned Business District,

Previous Conveyances. Owner has previously conveyed land to the Columbia Public School District and the City as follows:

- a. To the Columbia Public School District ("CPSD"), land for Battle High School and for the elementary school, as shown on **Exhibit C**;
- b. To the City, land for a community park as shown on **Exhibit C**.

Regular Taxes. Development in the Subject Property, once annexed, will pay, in addition to all of the taxes imposed in the unincorporated area of the county, all new taxes imposed by the city, including those taxes intended to be used for public infrastructure.

Current Building Permit Fees and Development Charges. The city currently charges a building permit fee of \$2.25 per thousand dollars of value¹. This fee is intended to merely cover the cost of inspections and administration. In addition, every person issued a city building permit for new construction must pay a Development Charge of fifty cents (\$0.50) per square foot of total floor area of new construction². Nothing in this Agreement is intended to relieve the applicant of paying these normal building permit fees or the current Development Charge.

NOW, THEREFORE, in view of the foregoing Recitals and in consideration of the mutual promises, declarations, covenants and agreements of the City and Owner as hereinafter set forth, the Parties hereto do hereby agree as follows:

- 1. **Definitions.** For purposes of this Agreement, the following terms shall have the followings meanings:

"This Agreement" means this Development Agreement.

"Building Permit" means a building permit, issued by the City, for the construction on the Subject Property or any portion of the Subject Property of a structure.

"Building Permit Applicant" means the applicant for a Building Permit to construct a house or other building or structure at any location within the Subject Property.

"City" means the City of Columbia, Missouri.

"County" means Boone County, Missouri.

"Development Charge" means the fee of fifty cents per square foot currently being charged by the City, pursuant to Chapter 26, Article IV of the City's Ordinances as of the date of this Agreement, for the issuance by the City of Building Permits.

¹ Chapter 6, Article II, Section 109.2 Columbia Code of Ordinances.

² Sec. 26-151.

"Development Plan" shall mean a Development Plan for any of Tracts 2, 3, 4, or 5 of the Subject Property.

"Exhibits" Those Exhibits annexed to this agreement. Such Exhibits are incorporated into this Agreement by reference, as though fully set forth herein verbatim.

"Existing Stormwater Detention Facility" means the stormwater detention facility which exists on the westerly side of Battle Avenue and in the northerly part of the Subject Property.

"Governmental Entities" means the City and the County, and each of the City and the County.

"Intergovernmental Cooperation Agreement" means an Intergovernmental Cooperation Agreement between the Governmental Entities and any Special Tax District which will be formed for the non-residential portions of the Subject Property.

"Owner" or "the Owner" means the current Owner of the Subject Property, St. Charles Road Development, LLC, a Missouri limited liability company, and its successors in ownership to each part of the Subject Property.

"Planned District" means each Planned Zoning District (meaning Planned Zoning Classification District) located within the Subject Property, as set forth in the Owner's Zoning Application.

"Study Area" means an area of approximately of 1,800 acres of development land or developable area, the study of which is set forth in the Traffic Impact Study dated October 2012, commissioned by the County, to provide information for the County's Planning Department and the City's Department of Planning and Community Development, with respect to necessary roads, streets, and road and street improvements and other traffic infrastructure improvements which will be required within the Study Area as it develops.

"Tracts" or "Zoning Tracts" shall mean and refer to each of the Tracts located within the Subject Property, as such Tracts are legally described on **Exhibit A** to this Agreement and are generally shown and described on the attached **Exhibit C** each of which such Tracts may be referred to as a Tract.

"Unit Costs Per Traffic Impact Study" shall mean those costs per Unit, as established by Table 14 of the Traffic Impact Study, as shown in the attached **Exhibit B** to be assigned to structures to be built within the Study Area, to cover the costs of traffic infrastructure necessitated by developments within the Study Area.

2. ***Owner's Funding Obligation.*** Owner will, at the time a certificate of occupancy is issued for any structure within the Subject Property, provide 75% of that level of funding required by the Traffic Impact Study as the Subject Property develops, as set forth in this Agreement and the attached **Exhibit B** ("Owner's Funding Obligation"). Owner may satisfy this obligation through

the use of credits as described in paragraph 3 hereof, or through a Transportation Development District, as set forth in paragraph 4 hereof or any combination thereof.

3. **Credits for Traffic Infrastructure.** Owner will receive credit in the amount of \$2,179,825 against the Owner's Funding Obligation for traffic infrastructure which the Owner has constructed or is obligated to construct as shown on **Exhibit D**. These credits will be first applied to the single family lots in zoning tract 1.

4. **Transportation Development District Formation.** In addition to the credits mentioned above, the Owner will defray a portion of Owner's Funding Obligation through the formation of a Transportation Development District (the "TDD") pursuant to Sections 238.200, et. Seq. RSMo. and a pledge to the City of the revenues of that district.

a. **Property Included.** The Owner will, within 60 days after the Subject Property is annexed into the City, petition the Boone County Circuit Court to establish a TDD the boundaries of which shall initially be coterminous with Zoning Tracts 4 and 5 of the Subject Property as shown on **Exhibit C**. The zoning applied for in Owner's Zoning Application with respect to zoning tracts 2 and 3 allows either office or multifamily residential uses. If a final plan is submitted by the owner to allow non-residential uses on tracts 2 or 3, the owner will petition to add such non-residential parcel or parcels (or portions thereof) into the TDD pursuant to Section 238.208 RSMo. and will by unanimous petition approve such addition. Owner will also, from time to time, at the City's request, approve by unanimous petition the addition of other properties designated by the City and meeting the adjacency requirement of Section 238.208 RSMo. No residential property will be included in the boundaries of the TDD. Owner agrees to enforce this prohibition on residential property and the requirement of approval of City-requested additions of property to the TDD by unanimous petition and with the recording of appropriate restrictive covenants, which such covenants shall be recorded prior to the Circuit Court's final judgment approving formation of the TDD.

b. **Taxes and Special Assessments.** The petition will seek an order to impose a one-half cent sales tax on taxable sales pursuant to Section 238.235 RSMo and specially assess the property in the TDD, pursuant to Section 238.230 RSMo. ("TDD Revenues") to generate the amounts set forth in the column designated "Building Permit Applicant Assessment Per Unit" in the attached **Exhibit B**. The assessments will be imposed on each taxable parcel of land in the TDD at the time a certificate of occupancy is issued for a structure on that parcel. The special assessments will be imposed for thirty years in an amount, the net present value of which, using a 4% interest rate, is equal to the Owner's Funding Obligation for the structure. Once the Owner's Funding Obligation has been satisfied as to the structure, the special assessments imposed on the structure/parcel will terminate. The sales tax may be continued by agreement of the City and the Owner, as will be spelled out in the intergovernmental agreement described in the next paragraph.

c. **Intergovernmental Agreement and Pledge of Revenues.** Owner shall cause the TDD to enter into an intergovernmental agreement with the City (the "IGA") generally in the

form of the attached **Exhibit F**, providing a pledge of all of the revenues of the TDD to the city until such time as all of the Owner's Funding Obligation hereunder is satisfied. At that point, the TDD may be collapsed, or used for other projects at the discretion of the TDD, provided that nothing in this Agreement shall bind the parties to any particular term contained in Exhibit F.

5. **Additional Public Improvements, to be Provided By Owner.** Owner shall, at its cost, provide additional public infrastructure improvements or services listed on the attached **Exhibit D**, pursuant to the applicable Codes and Regulations of the City. [except for the Stormwater Detention Facility Study, which was conducted pursuant to Boone County's regulations]. The schedule for these improvements is shown on the attached **Exhibit E**.

6. **Right-of-Way Provision.** To the extent public right-of-way does not now exist for the location of any of those improvements which are to be provided by Owner pursuant to this Agreement, Owner will provide, or obtain such right-of-way, which shall be dedicated to the City.

a. if owner causes that right of way to be purchased, owner shall be entitled to an additional credit for the cost of the purchase.

b. if the right of way cannot be voluntarily obtained from a property owner, and the City declines to exercise its power of eminent domain, Owner's obligation to provide the improvement for which this additional right of way is required, shall be eliminated, but Owner shall not, then, be entitled to the credit for the estimated cost of this improvement.

c. if the City does agree to exercise its power of eminent domain, and Owner provides legal counsel for this condemnation effort, then Owner shall be entitled to reimbursement for its attorney's fees, and reasonable costs of litigation, including appraisal costs, in the form of additional credits to Owner's Funding Obligation.

7. **Use of Development-Generated Revenues.** All revenues generated by the TDD shall be expended by the City on projects identified within the Traffic Study and on other traffic improvements located within the Study Area which are eligible to be funded with TDD revenues under the TDD Act, §§ 238.200 *et seq.*, as revised.

8. **Contingencies.** This Agreement is contingent upon Owner's Petitions for Annexation and Zoning Application being granted by the City.

9. **Agreements to Run with the Land.** The provisions of this Agreement shall constitute covenants running with the entirety of the Subject Property and each and every part of the Subject Property, and shall bind the current Owner and all of such successors, including each Building Permit Applicant.

10. **Battle Avenue and St. Charles Road Access Points.** Without waiving its authority over accesses to public streets, and retaining its power and authorities to require redesign or relocation of vehicular driveway accesses and other vehicular accesses for developments located within the Subject Property, the City hereby tentatively and conditionally approves those locations for vehicular access and egress to and from Battle Avenue and St. Charles Road set forth on the attached **Exhibit G**, labeled "Access Management Plan". Owner will provide north-south (parallel to Battle Ave) access through Tracts 2 and Tracts 4 (Lot 302 and 304 on the preliminary plat) for emergency purposes.

11. **Pedestrian Access.** Owner shall construct and dedicate at locations approved by the City pursuant to the City's reasonable requirements, the following pedestrian access:

a. between the developments to be located within Tract 1 of the Subject Property and Lake of the Woods Golf Course. The pedestrian access to the Lake of the Woods Golf Course shall be completed before an occupancy permit is granted for the occupancy of any dwelling located within a lot that is part of the subject matter of a Final Plat which connects this pedestrian access to the sidewalk network for the single family dwelling lots located within Tract 1 of the Subject Property.

b. at street level between the residential developments to be located within Tracts 1 and 2 of the Subject Property, and the proposed community park, and the elementary school and Battle High School, which such pedestrian accesses shall be a non-electronically controlled, but properly designated, marked and signaled street level crosswalk (but not an underpass or overpass) across Battle Avenue. The crosswalk across Battle Avenue shall be completed before an occupancy permit is granted for any dwelling house or dwelling unit located on the west side of Battle Avenue.

12. **Bus Stop.** Owner shall dedicate and construct a bus stop on Battle Avenue, pursuant to a schedule and plans and specifications for such bus stop as are reasonably approved by the City.

13. **Stormwater Facility.** City shall allow Owner to utilize the lake located within the Lake of the Woods Golf Course, for stormwater detention for developments within the Subject Property, and shall allow drainage from the western portion of the Subject Property into such lake; provided that Owner shall, at Owner's cost and expense, expand the lake (before it can be considered as providing stormwater detention purposes for any of the developments within the Subject Property), as reasonably required by the City, in order that it shall provide an appropriate stormwater facility for drainage from the western portions of the developments within the Subject Property and serve the needs of the golf course.

14. **Site Signage.** Each Development Plan submitted by the Owner for any of Tracts 2, 3, 4, or 5, as described above, shall provide for a site signage plan which shall be approved by the City Council as a part of the Development Plan, as provided for by Section 29-9(d)(9) of the Revised Ordinances of the City.

15. **References to Owner.** All references in this Agreement to the “Owner” shall include the Owner and the Owner’s successors in ownership of each and every part of the Subject Property, including each Building Permit Applicant. Each and every owner of each and every part of the Subject Property, and each Building Permit Applicant, shall be bound by this Agreement and all of the provisions of this Agreement.

16. **Recording.** The Owner shall cause this Development Agreement to be recorded in the Real Estate Records of Boone County, Missouri, at the cost and expense of the recording Party.

17. **Amendments.** Any amendment to this Agreement must be in writing and must be executed by the City and the Owner, and any future owner of any part of the Subject Property who would otherwise be obligated to perform any of the requirements imposed upon the Owner by this Agreement. Oral modifications or amendments of this Agreement shall be of no force or effect.

18. **Remedies.** The parties to this Agreement may, either in law or equity, by suit, action, mandamus or other proceedings in court, seek declaratory relief, enforce and compel specific performance of this Agreement, provided that in no event shall the City shall have any liability in damages, costs (including attorneys’ fees) or any other monetary liability to Owner or any affiliate of Owner, any person claiming through Owner, or to their respective successors, assigns, heirs and personal representatives in respect of any suit, claim, or cause of action arising out of this Agreement or any of the actions or transactions contemplated herein.

19. **Third Party Actions.** Owner shall have the right, but not the obligation to assume the costs of defense of any action or proceeding initiated by a third party challenging this Agreement, the zoning or re-zoning of the Subject Property, or any other actions or transactions contemplated by this Agreement (including, without limitation, to settle or compromise any claim or action for which Owner has assumed the defense) with counsel of Owner’s choosing and the City and Owner agree that so long as no conflicts of interest exist between them, the same attorney or attorneys may simultaneously represent the City and Owner in any such proceeding. In no event shall the City have any liability to Owner for damages or otherwise in the event that all or any part of this Agreement, the ordinances approving the annexation of the Subject Property, or the approval of a zoning request shall be declared invalid or unconstitutional in whole or in part by a final (as to which all rights of appeal have been exhausted or expired) judgment of a court of competent jurisdiction, and, in the event Owner elects not to assume such defense and costs, the City shall have no obligation to defend or to assume the costs of defense of any such action.

20. **Notices.** All notices between the parties hereto shall be in writing and shall be sent by certified or registered mail, return receipt requested, by personal delivery against receipt or by overnight courier, shall be deemed to have been validly served, given or delivered immediately when delivered against receipt or Three (3) business days after deposit in the mail, postage

prepaid, or One (1) business day after deposit with an overnight courier, and shall be addressed as follows:

If to the City:

City of Columbia
City Manager
701 E. Broadway
Columbia, MO 65205

If to Developer:

Robert A. Wolverton
R. Anthony Properties
2504 St. Regis Court
Columbia, MO 65203

with a copy to:

B. Daniel Simon, Esq.
Brown Willbrand, P.C.
601 East Broadway, Suite 203
P.O. Box 1304
Columbia, MO 65205-1304

Each party shall have the right to specify that notice is to be addressed to another address by giving to the other party ten (10) days written notice thereof.

21. ***Hold Harmless.*** Owner at its sole cost and expense, hereby agrees to indemnify, protect, release, defend (with counsel acceptable to the City) and hold harmless the City, its municipal officials, elected officials, boards, commissions, officers, employees, attorneys, and agents from and against any and all causes of action, claims, demands, all contractual damages and losses, economic damages and losses, all other damages and losses, liabilities, fines, charges, penalties, administrative and judicial proceedings and orders, judgments, remedial actions of any kind, and all costs and expenses of any kind, including, without limitation, reasonable attorney's fees and costs of defense arising, directly or indirectly, in whole or in part, from the action or inaction of Owner, its agents, representatives, employees, contractors, subcontractors or any other person for whose acts Owner may be liable, in the activities performed, or failed to be performed, by Owner under this Agreement, or otherwise, except to the extent arising from or caused by the sole or gross negligence or willful misconduct of the City, its elected officials, officers, employees, agents or contractors. The indemnification, duty to defend and hold harmless obligations set forth in this Section shall survive for a period of five (5) years from the date of expiration or termination of this Agreement.

22. **Insurance.** Owner shall provide, at its sole expense, and maintain during all times in which Owner is constructing public improvements pursuant to this Agreement commercial general liability insurance with a reputable, qualified, and financially sound company licensed to do business in the State of Missouri, and unless otherwise approved by the City, with a rating by Best of not less than “A,” that shall protect the Owner, the City, and the City’s officials, officers, and employees from claims which may arise from operations under this Agreement, whether such operations are by the Owner, its officers, directors, employees and agents, or any subcontractors of Owner. This liability insurance shall include, but shall not be limited to, protection against claims arising from bodily and personal injury and damage to property, resulting from all Owner operations, products, services or use of automobiles, or construction equipment. The amount of insurance for required herein shall be in no event less than the individual and combined sovereign immunity limits established by § 537.610 RSMo. for political subdivisions; provided that nothing herein shall be deemed to waive the City’s sovereign immunity. An endorsement shall be provided which states that the City is named as an additional insured and stating that the policy shall not be cancelled or materially modified so as to be out of compliance with the requirements of this Section, or not renewed without 30 days advance written notice of such event being given to the City.

23. **Entire Agreement.** This Agreement contains the entire and complete agreement between the City and the Owner with respect to the requirements imposed upon the Owner for the providing of certain rights-of-way, and the construction and installation of certain improvements, all as hereinabove described in the Recitals for this Agreement and the above numbered paragraphs of this Agreement. Parties agree that this Agreement constitutes a lawful contract between the Parties and Owner hereby acknowledges and agrees that this Agreement and provisions of the City’s Code of Ordinances applicable to this Agreement constitute lawful exercises of the City’s authority and police power.

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

CITY:
City of Columbia, Missouri

By: _____
Mike Matthes, City Manager

Approved as to form:

Nancy Thompson, City Counselor

I hereby certify that the expenditures in this contract are within the purpose of the appropriation to which they are charged, Account No. _____, and that there is an unencumbered balance to the credit of such appropriation sufficient to pay therefor.

City Finance Director

OWNER:

St. Charles Road Development, LLC

By: Robert M. Lemone Revocable Trust u/t/a dated 1-27-2004, Member

By: Central Trust & Investment Company, trustee

By: _____
Name Printed: _____
Trust Officer

By Robert A. Wolverton Revocable Living Trust u/t/a dated 7-29-2002, Member

**By: _____
Robert A. Wolverton, Trustee**

Robert K. Pugh and Connie G. Pugh Living Trust u/t/a dated 5-10-1995, Member

**By: _____
Robert K. Pugh**

And

**By: _____
Connie G. Pugh,**

Co-Trustees

TSA Investments, L.L.C., Member

**By: _____
Thomas E. Atkins, III, Member**

and

**By: _____
Thomas Scott Atkins, Member**

STATE OF MISSOURI)
) SS
COUNTY OF BOONE)

On this _____ day of _____, 20____, before me appeared _____, in _____ capacity as trust officer of Central Trust & Investment Company, to me personally known, who, being by me duly sworn did say that Central Trust & Investment Company is the trustee of the Robert M. Lemone Revocable Trust u/t/a dated 1/27/2004, and acknowledged said instrument to be the free act and deed of said trust.

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

_____, Notary Public
_____ County, State of Missouri
My commission expires: _____.

STATE OF MISSOURI)
) SS
COUNTY OF BOONE)

On this _____ day of _____, 20___, before me appeared Thomas Scott Atkins, to me personally known, who, being by me duly sworn did say that he is one of the members of TSA Investments, L.L.C., a Missouri limited liability company, and that said instrument was signed on behalf of said limited liability company by authority of its members, and said Thomas Scott Atkins, acknowledged said instrument to be the free act and deed of said limited liability company.

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

_____, Notary Public
_____ County, State of Missouri
My commission expires: _____

EXHIBIT A
January, 2015

SOMERSET VILLAGE
“REZONING LEGAL DESCRIPTIONS”

Tract 1 (R-1)

A tract of land located in the West half of Section 1 and the East half of Section 2, Township 48 North, Range 12 West, in Boone County, Missouri, being all of a tract of land as described in the Warranty Deed recorded in book 3837, page 91, also being part of Lot 101 of Somerset Village Plat 1 recorded in plat book 46, page 44, and Lot 203 of Somerset Village Plat 2 recorded in plat book 46, page 45, and further described as follows:

Beginning at the Northeast corner of said Lot 203; thence along the Eastern boundary line of said Lot S 00°29'40"W 1492.35 feet; thence along a curve to the right, having a radius of 715.00 feet, a distance of 295.53 feet, the chord being S 12°20'10"W 293.43 feet to a point on the Eastern line of Lot 101 of said Somerset Village Plat 1; thence leaving the Eastern line of said Lot N 65°49'20"W 348.74 feet; thence along a curve to the left, having a radius of 575.00 feet, a distance of 9.80 feet, the chord being N 66°18'40"W 9.80 feet; thence S07°36'20"W 273.05 feet; thence S 46°07'30"W 221.05 feet; thence N 89°58'15"W 209.19 feet; thence S 73°22'00"W 75.89 feet; thence S 05°27'00"W 138.03 feet; thence S 22°52'05"E 232.93 feet; thence S 07°24'00"E 83.61 feet; thence S 26°52'55"W 136.43 feet; thence N 63°07'05"W 43.71 feet; thence N 71°32'40"W 123.63 feet; thence along a curve to the left, having a radius of 149.95 feet, a distance of 33.99 feet, the chord being N 81°27'40"W 33.92 feet to the West line of Lot 101 of said Somerset Village Plat 1; thence along the West line of said Lot S 00°13'25"W 45.14 feet to the Southeast corner of said tract described in the Warranty Deed recorded in book 3837, page 91; thence along the South line of said tract N 89°00'50"W 2018.61 feet; thence along the West line of said tract N 00°28'30"E 1122.05 feet; thence along the North line of said tract S 89°59'50"E 1291.48 feet; thence S 01°41'40"E 288.29 feet; thence along the North line of said tract S 89°59'50"E 712.39 feet to the West line of said Lot 101; thence along the West line of said Lot 101 and Lot 203 N 00°13'25"E 1757.33 feet to the North line of said Lot 203; thence S 89°20'40"E 588.53 feet ; thence continuing along said North line S 89°32'35"E 444.88 feet to the point of beginning and containing 95.45 acres.

Tract 2 (O-P)

A tract of land located in the West half of Section 1 and the East half of Section 2, Township 48 North, Range 12 West, in Boone County, Missouri, being part of Lot 101 of Somerset Village Plat 1 recorded in plat book 46, page 44, and part of Lot 203 of Somerset Village Plat 2 recorded in plat book 46, page 45, and further described as follows:

Commencing at the Northeast corner of said Lot 101; thence along the Eastern boundary line of said Lot along a curve to the right having a radius of 715.00 feet, a distance of 53.36 feet, the chord being S 22°02'20"W 53.34 feet to the point of beginning;

Thence continuing along the Eastern boundary line of said Lot along a curve to the right having a radius of 715.00 feet, a distance of 176.09 feet, the chord being S 31°13'55"W 175.64 feet; thence S 38°17'15"W 220.36 feet; thence along a curve to the left having a radius of 900.00 feet, a distance of 607.96 feet, the chord being S 18°56'10"W 596.47 feet; thence leaving the East line of said Lot S 89°33'55"W 229.94 feet; thence along a curve to the right having a radius of 283.00 feet, a distance of 67.97 feet, the chord being N 83°33'15"W 67.81 feet; thence N 76°40'25"W 15.44 feet; thence N 63°07'05"W 49.91 feet; thence N 26°52'55"E 136.43 feet; thence N 07°24'00"W 83.61 feet; thence N 22°52'05"W 232.93 feet; thence N 05°27'00"E 138.03 feet; thence N 73°22'00"E 75.89 feet; thence S 89°58'15"E 209.19 feet; thence N 46°07'30"E 221.05 feet; thence N 07°36'20"E 273.05 feet; thence along a non-tangent curve to the right having a radius of 575.00 feet, a distance of 9.80 feet, the chord being S 66°18'40"E 9.80 feet; thence S 65°49'20"E 348.74 feet to the point of beginning and containing 8.47 acres.

Tract 3 (O-P)

A tract of land located in the West half of Section 1, Township 48 North, Range 12 West, in Boone County, Missouri, being part of Lot 102 of Somerset Village Plat 1 recorded in plat book 46, page 44, and further described as follows:

Commencing at the Northeast corner of said Lot 102; thence along the northern boundary line of said Lot along a curve to the right having a radius of 608.00 feet, a distance of 100.41 feet, the chord being N 85°14'55"W 100.30 feet to the point of beginning;

Thence leaving said boundary line S 00°03'55"E 130.00 feet; thence S 05°13'35"E 61.93 feet; thence S 14°44'20"W 72.72 feet; thence S 23°36'55"W 67.45 feet; thence S 61°49'55"W 107.99 feet; thence S 03°41'10"E 101.81 feet; thence S 46°29'20"W 48.26 feet; thence S 29°16'20"W 76.52 feet; thence S 06°55'05"W 96.03 feet; thence S 07°08'10"E 24.26 feet; thence S 89°56'05"W 458.39 feet to the West line of said Lot 102; thence along the boundary of said Lot 102, along a non-tangent curve to the right having a radius of 800.00 feet, a distance of 520.10 feet, the chord being N 19°39'45"E 510.99 feet; thence N 38°17'15"E 220.36 feet; thence along a curve to the left having a radius of 815.00 feet, a distance of 139.89 feet, the chord being N 33°22'15"E 139.72 feet; thence along a curve to the right having a radius of 30.00 feet, a distance of 44.89 feet, the chord being N 71°18'55"E 40.81 feet; thence S 65°49'20"E 104.02 feet; thence along a curve to the left having a radius of 608.00 feet, a distance of 155.94 feet, the chord being S 73°10'15"E 155.51 feet to the point of beginning and containing 7.70 acres.

Tract 4 (C-P)

A tract of land located in the East half of Section 2, Township 48 North, Range 12 West, in Boone County, Missouri, being part of Lot 101 of Somerset Village Plat 1 recorded in plat book 46, page 44, and further described as follows:

Beginning at the Southwest corner of said Lot 101; thence along the Western boundary line of said Lot N 01°03'25"E 595.48 feet; thence N 00°13'25"E 45.14 feet; thence leaving said Western line along a non-tangent curve to the right having a radius of 149.95 feet, a distance of 33.99 feet, the chord being S 81°27'40"E 33.92 feet; thence S 71°32'40"E 123.63 feet; thence S 63°07'05"E 93.62 feet; thence S 76°40'25"E 15.44 feet; thence along a curve to the left having a radius of 283.00 feet, a distance of 67.97 feet, the chord being S 83°33'15"E 67.81 feet; thence N 89°33'55"E 229.94 feet to the East boundary line of said Lot 101; thence along the said boundary line S 00°26'05"E 415.78 feet; thence along a curve to the right having a radius of 30.00 feet, a distance of 41.89 feet, the chord being S 39°33'55"W 38.57 feet; thence S 79°33'55"W 545.45 feet to the point of beginning and containing 6.59 acres.

Tract 5 (C-P)

A tract of land located in the West half of Section 1, Township 48 North, Range 12 West, in Boone County, Missouri, being part of Lot 102 of Somerset Village Plat 1 recorded in plat book 46, page 44, and further described as follows:

Beginning at the Northeast corner of said Lot 102; thence along the boundary line of said Lot S 00°03'55"E 1001.15 feet; thence along a non-tangent curve to the left having a radius of 815.00 feet, a distance of 63.18 feet, the chord being S 83°15'55"W 63.17 feet; thence S 81°02'40"W 208.68 feet; thence along a curve to the left having a radius of 2050.00 feet, a distance of 52.94 feet, the chord being S 80°18'15"W 52.94 feet; thence S 79°33'55"W 416.40 feet; thence along a curve to the right having a radius of 30.00 feet, a distance of 52.36 feet, the chord being N 50°26'05"W 45.96 feet; thence N 00°26'05"W 387.56 feet; thence along a curve to the right having a radius of 800.00 feet, a distance of 20.57 feet, the chord being N 00°18'05"E 20.57 feet; thence leaving said boundary line N 89°56'05"E 458.39 feet; thence N 07°08'10" W 24.28 feet; thence N 06°55'05"E 96.03 feet; thence N 29°16'20"E 76.52 feet; thence N 46°29'20"E 48.26 feet; thence N 03°41'10"W 101.81 feet; thence N 61°49'55"E 107.99 feet; thence N 23°36'55"E 67.45 feet; thence N 14°44'20"E 72.72 feet; thence N 05°13'35"W 61.93 feet; thence N 00°03'55"W 130.00 feet to the northern boundary line of said Lot 102; thence along said northern boundary line along a non-tangent curve to the left having a radius of 608.00 feet, a distance of 100.41 feet, the chord being S 85°14'55"E 100.30 feet to the point of beginning and containing 9.60 acres.

Jay Alan Gebhardt LS-2001001909

Date

Exhibit B - Traffic Impact Study Fees

Land Use	Cost Per Unit	Governmental Entity Cost Per Unit	Building Permit Applicant Cost Per Unit
Residential (single family)	\$6,975.00 per dwelling unit	\$1,743.75 per dwelling unit	\$5,231.25 per dwelling unit
Residential (multifamily)	\$4,250.00 per dwelling unit	\$1,062.50 per dwelling unit	\$3,187.50 per dwelling unit
Retail	\$35.34/sq. ft.	\$8.84/sq. ft.	\$26.50/sq. ft.
Non-Retail - General Office	\$9.08/sq. ft.	\$2.27/sq. ft.	\$6.81/sq. ft.
Office	\$9.08/sq. ft.	\$2.27/sq. ft.	\$6.81/sq. ft.
Industrial/ Manufacturing	\$3.10/sq. ft.	\$0.78/sq. ft.	\$2.32/sq. ft.
Warehousing	\$2.93/sq. ft.	\$0.73/sq. ft.	\$2.20/sq. ft.
Elementary School	\$1,191.67/ student	\$297.92/student	\$893.75/student

Exhibit C - "Somerset Village Rezoning & Conceptual Layout"

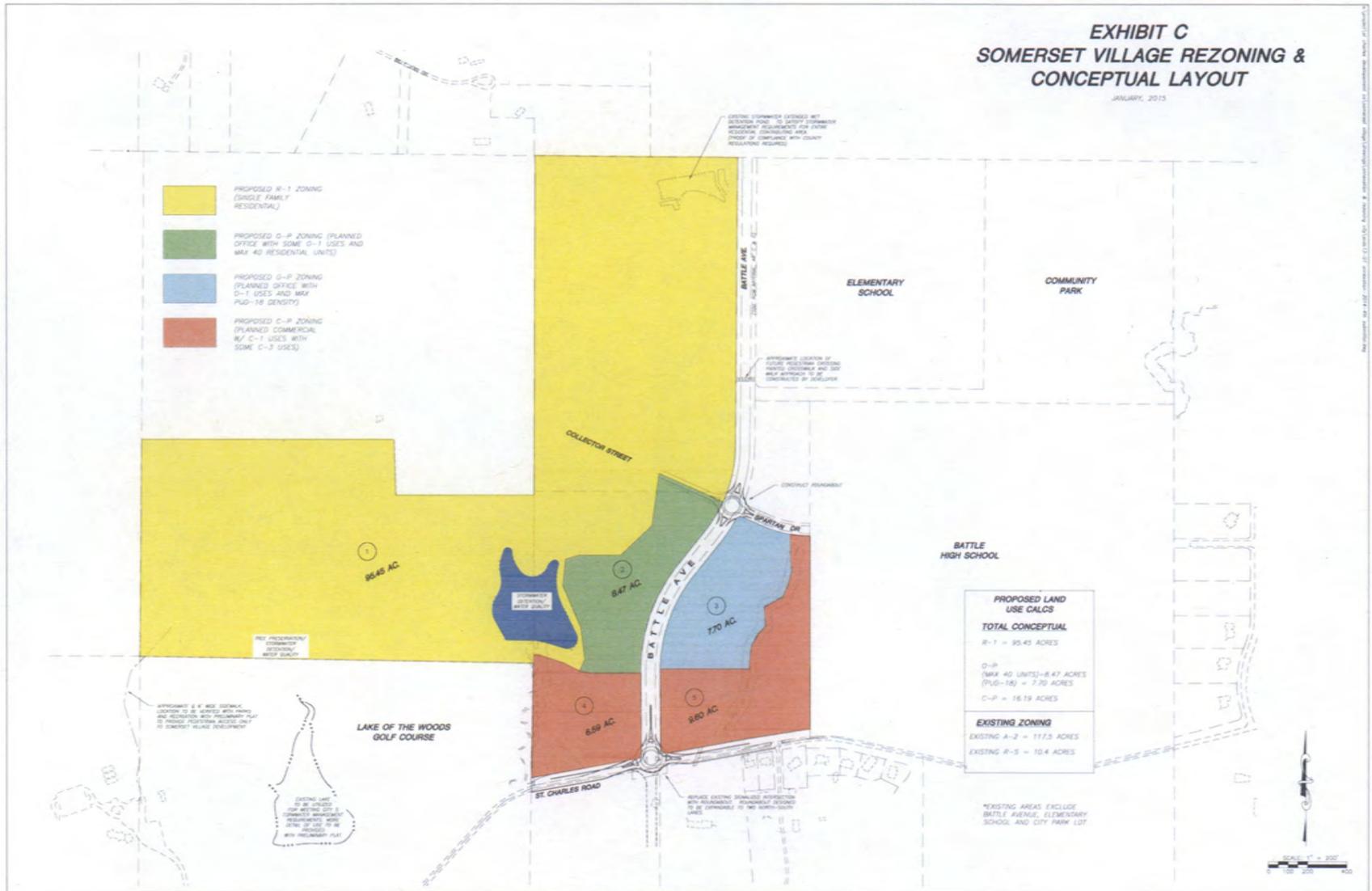


Exhibit D - Additional Projects and Credits Therefor

Owner shall construct or provide the following projects which will receive Impact Fee Credits against the Traffic Impact Study Fee in the amounts indicated. (Amounts, other than Prior Infrastructure Contributions, are estimated and do not include right of way unless that right of way was/is acquired from a third party.)

A. St. Charles Road. Owner will rebuild the north half of St. Charles Road, from the west boundary line of the Subject Property, to the east boundary line of the Subject Property. Credit amount: **\$523,303**;

B. Stormwater Detention Facility Study. Owner will provide to the City an engineering study of the capacities of the Existing Stormwater Detention Facility in order to reasonably satisfy the City's Department of Public Works that such Existing Stormwater Detention Facility is adequate to serve Battle Avenue and approximately 18 acres of the single family residential developments to be located within Tract 1 of the Subject Property. If such study does not so demonstrate, then Owner will, at Owner's cost and expense, provide such facilities as shall be required to so satisfy the City's Department of Public Works. Since the Existing Stormwater Detention Facility was constructed while the Subject Property was located unincorporated area of the County and since it was constructed pursuant to the requirements of the County, the County's Stormwater Detention and Water Quality Requirements shall be applicable to the determination as to its adequacy. Credit amount: **\$1,610**;

C. Site Design for the Extension of Battle Avenue North to Mexico Gravel Road. Owner will provide an engineering study of the area between the existing northern terminus of Battle Avenue and Mexico Gravel Road, which will demonstrate, to the reasonable satisfaction of the City's Department of Public Works any impediments to the extension of Battle Avenue north to Mexico Gravel Road. Credit amount: **\$8,100**;

D. Elimination of Signalized Intersection at Battle Avenue and St. Charles Road and Construction of Roundabout. Owner will eliminate the existing signalized intersection at Battle Avenue and St. Charles Road; and replace it with a roundabout, comparable to the one recently constructed at Scott Boulevard and Vawter School Road, (except where traffic analysis indicates differences in number of lanes are required) which shall replace such signalized intersection. The estimated cost of this improvement, including right-of-way, engineering, permitting and construction, is Four Hundred and Seventy Five Thousand Dollars (\$475,000.00). Construction of this roundabout will also require a rebuilding of the south side of St. Charles Road, in addition to the rebuilding of the north side of St. Charles which is described in subparagraph A above. The estimated cost for rebuilding the north half of St. Charles Road is Five Hundred Twenty-three Thousand Three Hundred Three Dollars (\$523,303.00), and the estimated additional cost to rebuild the south half of St. Charles is, therefore, Five Hundred Twenty-three Thousand Three Hundred Three Dollars (\$523,303.00). Credit amount: **\$998,303.**;

E. Roundabout at Battle Avenue and Spartan Drive. Credit amount: **\$450,000**;

F. Owner's Prior Infrastructure Contributions **\$198,508.95** being the actual cost of the installation of the additional pavement width and thickness required to upgrade Battle Avenue from Spartan Drive to the north edge of the Subject Property from a standard residential street to an Arterial Street;

[Total credits for items A-F = **\$2,179,825**]

G. Any other project which may be added by agreement between the Owner and the city; and

H. Cost of acquisition of Right of Way from third parties.

Exhibit E - Schedule of Improvements

Improvement	Schedule
A. St. Charles Road	The improvement of St. Charles Road described in Exhibit D must be started by Owner, as soon as reasonably practicable, after City Approval of a Development Plan for any of Tracts 3, 4, or 5. Owner shall cause such construction, once initiated, to be prosecuted to completion, with reasonable diligence. Further, this improvement must be completed and accepted by the City before the issuance by the City of any occupancy permits, which have not been issued before that date when the improvement is required to be started, as hereinabove described in Exhibit D, for any structure located within Tracts 3, 4 or 5.
B. Existing Stormwater Detention Facility	Owner shall provide the engineering study described in Exhibit D at the time of or prior to the approval of any final plat for, or any Development Plan for any part of the Subject Property.
C. Site Design for the Extension of Battle Avenue North to Mexico Gravel Road.	Owner shall provide the study described in Exhibit D on or before the approval of, a final plat or Development Plan for any part of the Subject Property.
D. Elimination of Signalized Intersection at Battle Avenue and St. Charles Road and Construction of Roundabout.	Owner will commence the work for the actual construction of the roundabout and rebuilding of St. Charles Road, as described in Exhibit D, as soon as reasonably practicable, through the exercise of reasonable diligence, upon Approval of a Development Plan for any of Tracts 3, 4, or 5, and Owner shall cause such construction, once initiated, to be prosecuted to completion, with reasonable diligence. The granting of any occupancy permits for any structure located within Tracts 3, 4 or 5, for which occupancy permits have not been granted prior to the date of the required start of construction of the roundabout, as hereinabove described in Exhibit D, shall be conditioned upon the completion of the construction of the roundabout, and acceptance of same by the City.
E. Roundabout at Battle Avenue and Spartan Drive.	Owner will cause the construction of this improvement to be commenced upon the first to occur of either: i. Approval of Final Plats for no fewer than 100 single family residential lots within Tract 1 of the Subject Property; or ii. Approval of a Development Plan for Tract 2 located within the Subject Property, and prosecuted to completion, with reasonable diligence. The granting of any occupancy permits for any structure located within the Subject Property, for which occupancy permits have not been granted prior to the date of the required start of construction of the roundabout described in Exhibit D, shall be conditioned upon the completion of such roundabout, and the acceptance of same by the City; provided that occupancy permits for up to 100 single family dwellings shall be issuable before such improvement is completed and accepted.

Exhibit F – Form of Intergovernmental Agreement

INTERGOVERNMENTAL COOPERATION AGREEMENT

THIS INTERGOVERNMENTAL COOPERATION AGREEMENT (the “**Agreement**”) is made and entered into this _____, 2015 by and between the City of Columbia, Missouri (the “**City**”), a municipal corporation and political subdivision of the State of Missouri, and its successors in interest and assigns, and the St. Charles Road Transportation Development District (as defined herein, the “**District**”), a political subdivision of the State of Missouri.

WITNESSETH:

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

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

WHEREAS, the District was formed pursuant to the TDD Act, by a petition (the “**Petition**”) filed with the Circuit Court of Boone County (the “**Circuit Court**”) seeking to form a transportation development district under the TDD Act and a Judgment and Order entered by the Circuit Court on _____ (as defined herein, the “**TDD Order**”), for purposes including the funding of the Transportation Project to serve the District and imposing a TDD Sales Tax (as defined herein) and special assessments to pay costs including the costs of the Transportation Project (as defined herein, the “**Transportation Project Costs**”); and

WHEREAS, subject to and in accordance with the TDD Act, the Petition and the TDD Order, the District has imposed special assessments and a one-half cent (1/2 cent) sales tax (as defined herein, the “**TDD Sales Tax**”) on the receipts from the sale at retail of all tangible personal property or taxable services at retail within the District (if such property and services are otherwise subject to sales tax under Missouri law) the special assessments and the TDD Sales Tax referred to herein as the **TDD Revenues**, and

WHEREAS, the Owner owns all of the real property in the District; and

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

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

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

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

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

WHEREAS, the parties to this Agreement desire to provide a mechanism for the pledge of the TDD Revenues and the use of the same as provided herein;

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

DEFINITIONS

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

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

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

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

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

“**City Administrative Costs**” means extraordinary direct out-of-pocket expenses incurred by the City related to the performance of its obligations pursuant to this Agreement and

permitted to be funded pursuant to the TDD Act, including without limitation the costs of outside legal counsel, financial advisors, Costs of Issuance to the extent not funded from the proceeds of TDD Obligations, costs of litigation and such other costs authorized as City Administrative Costs pursuant to the provisions of this Agreement.

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

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

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

“County” means Boone County, Missouri.

“Developer” means St. Charles Road, LLC, and its successors in interest and assigns.

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

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

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

and any unreimbursed District Administrative Costs and which are certified by the District to the Finance Director of the City accompanied by a description and bills or receipts for such expenses.

“District Formation Costs” means the costs incurred by the District to the date of this Agreement in connection with the formation, organization and operation of the District in the total amount certified by the District to the Finance Director of the City.

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

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

“Operating Fund” means a segregated fund to be created and maintained by the treasurer of the District in which shall be deposited all moneys transferred to the District by the City pursuant to this Agreement, including any investment earnings thereon, and from which the District shall pay District Administrative Costs, District Formation Costs and District Extraordinary Costs.

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

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

“Pledged Revenues” means the District's sales tax and special assessment proceeds pledged to the City hereunder.

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

“TDD Bonds” means any bonds issued by the City payable from the Pledged Revenues pursuant to the provisions of this Agreement.

“TDD Issuance Costs” means all fees and expenses incurred in connection with the issuance of TDD Obligations, including those of the City's financial advisors, the City's legal counsel(s), including bond counsel, the costs of printing any TDD Obligations and any official statement relating thereto, underwriter's discount or placement agent's fee, if any, the fees and expenses of any trustee or paying agent, the costs of credit enhancement, if any, and the fees of any rating agency rating any TDD Obligations.

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

“TDD Order” means the Judgment and Order entered by the Circuit Court on _____, 2015 as the same may be amended from time to time, establishing the District as a transportation development district and political subdivision pursuant to the TDD Act.

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

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

“TDD Sales Tax” means the sales tax imposed by the District on the receipts from the sale at retail of all tangible personal property or taxable services at retail within the District if such property and services are otherwise subject to sales tax under Missouri law.

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

“Transportation Project” means the road improvements included in the attached **Exhibit A**.

Rules of Interpretation

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

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

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

REPRESENTATIONS

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

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

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

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

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

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

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

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

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

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

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

TDD REVENUES

Deposit of TDD Revenues. It is anticipated that the special assessments levied by the District will be collected by Boone County. The Missouri Department of Revenue will collect the TDD Sales Tax and remit it to the District. The District will remit all TDD revenues to the City within seven days of receipt. The City shall deposit TDD Revenues into a special trust account established in the custody of the City designated as the “*TDD Revenues Fund – St. Charles Road Transportation Development District*” (the “**TDD Revenues Fund**”) and apply such fund as described herein. Moneys in the TDD Revenues Fund shall not be deemed to be City funds and shall not be commingled with any funds of the City. The City shall invest any or all of the moneys deposited into the TDD Revenues Fund in accordance with applicable laws relating to investment of District funds in such investments as determined by the City, in its sole discretion. All interest earned upon the balance in the TDD Revenues Fund shall be credited to the TDD Revenues Fund. The City shall keep accurate records of the amount of St. Charles Road TDD Revenues remitted to it and such records shall be open to the inspection of officers of the District.

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

First, to the treasurer of the District to reimburse the District Formation Costs and

Second, to the treasurer of the District for deposit in the Operating Fund for payment of District Administrative Costs an amount which together with the prior transfer for

the calendar year will equal the sum of \$_____ less the amount on deposit in the Operating Fund at the close of the preceding calendar year as certified by the District to the City; and

Third, the remainder shall be disbursed, in the following order of priority:

(i) payment of Transportation Project Costs and payment of the scheduled principal and interest on any TDD Obligations.

(ii) transfer to the general fund of the City the amount necessary to fully reimburse the City for payment of City Administrative Costs;

(iii) transfer to the treasurer of the District the amount necessary to reimburse the District Extraordinary Costs;

Fifth, after payment in full of the Transportation Project Costs, the TDD Obligations, the City Administrative Costs and the District Administrative Costs, all remaining funds shall be transferred to the treasurer of the District.

The District has adopted (or will adopt within 15 days after execution of this Agreement) a budget for its current Fiscal Year which appropriates the TDD Revenues collected during such Fiscal Year for application as provided in this Section.. The District hereby covenants and agrees that the officer of the District at any time charged with the responsibility of formulating budget proposals is hereby directed to include in the budget proposal submitted to the District Board of Directors for each Fiscal Year a request for an appropriation of the TDD Revenues collected during such Fiscal Year for deposit in the TDD Revenues Fund. The District shall promptly deliver to the City a copy of its annual budget. If in any Fiscal Year the District Board of Directors fails to adopt a budget the budget for the prior Fiscal Year shall continue. Any funds appropriated as the result of such a request are pledged by the District to the City pursuant to this Agreement.

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

Pledge of St. Charles Road TDD Revenues.

The District hereby pledges and assigns the St. Charles Road TDD Revenues to the City, as herein provided, for the purposes and to be applied as set forth in this Agreement.

The pledge and assignment of the St. Charles Road TDD Revenues by the District to the City and the obligation of the District to perform all of its other obligations, covenants and agreements hereunder, shall be absolute and unconditional, without notice or demand, and without abatement, deduction, set off, counterclaim, recoupment or defense or any right of termination or cancellation arising from any circumstance whatsoever, whether now existing or hereafter arising, including the failure of consideration or frustration of commercial purpose, including the failure of the City to perform its obligations hereunder. The District hereby waives

the provisions of any statute or other law now or hereafter in effect contrary to any of its obligations, covenants or agreements under this Agreement or which releases or purports to release the District therefrom.

Nothing in this Agreement shall be construed to release the City from the performance of any agreement on its part herein contained or as a waiver by the District of any rights or claims the District may have against the City under this Agreement or otherwise, but any recovery upon such rights and claims shall be had from the City separately, it being the intent of this Agreement that the District shall be unconditionally and absolutely obligated to perform fully all of its obligations, agreements and covenants under this Agreement including the pledge and assignment of the St. Charles Road TDD Revenues to the City, so that nothing shall interrupt the flow of revenue to pay the TDD Obligations. It is the intent of this clause that the District may have all of its remedies for default except the withholding of payment of its TDD Revenues to the City.

No Other Bonds or Uses of St. Charles Road TDD Revenues. During the term of this Agreement the District shall not issue any indebtedness or obligations secured by the St. Charles Road TDD Revenues and shall not pledge or otherwise encumber the St. Charles Road TDD Revenues except as provided in this Agreement.

No Repeal or Reduction of Rate of TDD Sales Tax or Special Assessments . The District covenants and agrees that it will not repeal or reduce the rate of the TDD Sales Tax or special assessments during the term of this Agreement.

Release of Pledge of TDD Sales Tax or Special Assessments and Termination of District. Upon determination by the City that (a) the repeal of the TDD Sales Tax or Special Assessments will not impair the City's ability to repay any liabilities which it has incurred payable from the Pledged Revenues pursuant to the provisions of this Agreement, including the TDD Obligations, and (b) the costs of the Transportation Project, including Transportation Project Costs, the Collection Fee, the District Administrative Costs, the District Extraordinary Costs, the City Administrative Costs and the TDD Obligations have been, or that sufficient funds are on deposit in the TDD Revenues Fund such that such will be, paid in full, the City may and shall, at the request of the District, provide written notice of the termination of the pledge and assignment of the St. Charles Road TDD Revenues (a "**Notice of Pledge Termination**") pursuant to the provisions of this Agreement. Upon receipt of such written notice, the District may apply the St. Charles Road TDD Revenues in any manner permitted under the TDD Act or implement the procedures in the TDD Act for repeal of the TDD Sales Tax, termination of special assessments and abolishment of the District.

Upon the expiration or notice of repeal of the TDD Sales Tax or Special Assessments and at the direction of the District's Board of Directors, the City shall promptly apply all or a portion of any moneys remaining in the TDD Revenues Fund to the final payment of Transportation Project Costs, City Administrative Costs, District Administrative Costs, and District Extraordinary Costs; or transfer any moneys remaining in the TDD Revenues Fund to the District to be applied in any manner permitted by the TDD Act.

Title to the Transportation Project; Maintenance.

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

Title to the local portion of the Transportation Project and all real estate (or interests therein) upon which the local portion of the Transportation Project is or will be located shall be vested in the name of the City.

City shall at all times be responsible for the maintenance of the local portion of the Transportation Project.

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

Limitation on Powers of the District.

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

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

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

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

COVENANTS REGARDING OPERATIONS OF THE DISTRICT

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

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

District Audit. The District will cause to be performed, at the District's expense, an annual audit of the District and will, within 180 days of the end of the District's fiscal year (i) present such audit at a regular or special meeting at the District for approval by the District and (ii) send a copy of such audit to the City. The City shall cooperate with the District regarding performance of such audit by the City's auditors.

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

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

DEFAULTS AND REMEDIES

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

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

take any other action at law or in equity to enforce this Agreement.

Rights and Remedies Cumulative. The rights and remedies reserved by the City and the District hereunder and those provided by law shall be construed as cumulative and continuing rights. No one of them shall be exhausted by the exercise thereof on one or more occasions. The City and the District shall each be entitled to specific performance and injunctive or other equitable relief for any breach or threatened breach of any of the provisions of this Agreement, notwithstanding availability of an adequate remedy at law, and each party hereby waives the right to raise such defense in any proceeding in equity.

Waiver of Breach. No waiver of any breach of any covenant or agreement herein contained shall operate as a waiver of any subsequent breach of the same covenant or agreement or as a waiver of any breach of any other covenant or agreement, and in case of a breach by the District of any covenant, agreement or undertaking by the District, the City may nevertheless accept from the District any payment or payments hereunder without in any way waiving the City's right to exercise any of its rights and remedies as provided herein with respect to any such default or defaults of the District which were in existence at the time when such payment or payments were accepted by the City.

MISCELLANEOUS PROVISIONS

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

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

To the City:

City of Columbia, Missouri

Finance Department
701 East Broadway
Columbia, MO 65201
Facsimile: (573) 874-7761
Attention: Finance Director

To the District:

St. Charles Road Transportation Development District
601 East Broadway, Suite 203
P.O. Box 1304
Columbia, MO 65205
Facsimile:
Attention: Chairman of the Board of Directors

With a copy to:

Michael T. White
White Goss, a Professional Corporation
4510 Belleview, Suite 300
Kansas City, MO 64111
Facsimile: (816) 753-9201
Attention: Michael T. White

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

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

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

Assignment. Except as provided herein hereof, this Agreement may be assigned by the District or the City only with the prior written consent of the non-assigning party.

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

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

Effective Date; Termination Date. This Agreement shall be in effect from and after its execution by the parties hereto and shall remain in effect until the delivery by the City of a Notice of Pledge Termination pursuant to the provisions hereof.. From and after the delivery by the City of a Notice of Pledge Termination, the City shall continue to apply the TDD Revenues until such tax is terminated by the District which shall terminate this Agreement. From and after the delivery by the City of a Notice of Pledge Termination, the City may terminate this Agreement at its election by providing the District with 30 days advance written notice.

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

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

Executed by the City on _____, 2015.

CITY OF COLUMBIA, MISSOURI

[SEAL]

By _____
Name:
Title:

ATTEST:

Name:
Title:

APPROVED AS TO FORM:

Name:
Title:

Executed by the District on _____, 2015.

**ST. CHARLES ROAD
TRANSPORTATION DEVELOPMENT
DISTRICT**

[SEAL]

By _____
Name:
Title:

ATTEST:

Name:
Title:

EXHIBIT A

TRANSPORTATION PROJECT

The Transportation Project shall consist of projects identified by the Traffic Study dated October, 2012, by Crawford, Bunte and Barmmeier and other traffic improvements located within the Study Area which are eligible to be funded with TDD revenues under the TDD Act, §§ 238.200 *et seq.*, as revised.

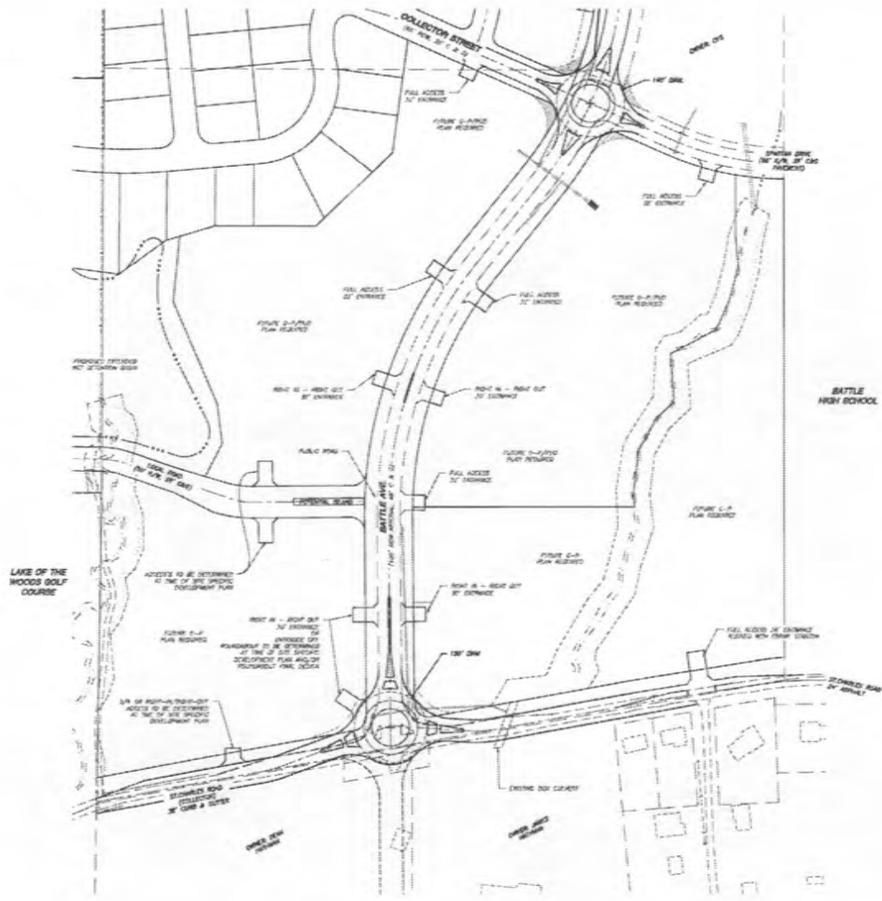
Exhibit G – Access Management Plan

EXHIBIT G SOMERSET VILLAGE ACCESS MANAGEMENT PLAN

JANUARY, 2015

SPARTAN RIGHTS-OF-WAY AREAS	
OWNER ID	ARKANSY (TJ)
SOID	5200
OPS	887
AREA ESTIMATES FOR PRELIMINARY DESIGN PURPOSES ONLY	

POTENTIAL ADDITIONAL
SIDEWALK-BEYP TO BE DEDICATED
FOR ROUND-A-BOUT
CONSTRUCTION

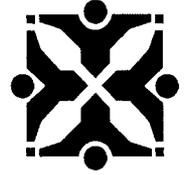


NOTES:
1. DIMENSIONS SHOWN FOR
CONSTRUCTION SHALL BE IN
CONFORMANCE WITH THE
LATEST EDITIONS OF THE
INTERNATIONAL UNION OF
PURE AND APPLIED CHEMISTRY
UNITS.
2. ALL DIMENSIONS SHOWN TO BE
IN FEET AND INCHES UNLESS
OTHERWISE SPECIFIED TO BE
IN METERS.
3. ALL DIMENSIONS SHOWN TO BE
AS SHOWN UNLESS OTHERWISE
SPECIFIED TO BE AS SHOWN
UNLESS OTHERWISE SPECIFIED.



City of Columbia

701 East Broadway, Columbia, Missouri 65201



SUPPORTING DOCUMENTS INCLUDED WITH THIS AGENDA ITEM ARE AS FOLLOWS:

Staff Report (including maps, exhibits, and original Statements of Intent), Excerpts
from Minutes, and Correspondence from Public

**AGENDA REPORT
PLANNING AND ZONING COMMISSION MEETING
February 5, 2015**

SUMMARY

A request by St. Charles Road Development (owner) to annex 127.81 acres of land into the city of Columbia, and to apply R-1 (One-Family Dwelling District), O-P (Planned Office District), and C-P (Planned Business District) as permanent City zoning. The subject site is located on the north side of St. Charles Road, on both sides of Battle Avenue. **(This item was tabled at the October 23 and November 20, 2014 and January 8, 2015 Planning Commission meetings).** (Case #14-180)

DISCUSSION

Proposal Overview –

The applicant is seeking annexation and permanent zoning of approximately 127.81 acres for development of a mixed-use project to be known as Somerset Village. The proposed development would include a 271-lot single-family residential subdivision, 16.71 acres of O-P zoned area with a maximum GFA of 211,305 sq. ft. or a maximum of 178 residential units, and 16.19 acres of C-P zoned area with a maximum GFA of 134,600 sq. ft.

The applicant in 2012 entered into an annexation agreement with the City which authorized the site to connect to the city's public sewer serving Battle High School subject to Boone County approval of a rezoning and development plan. However, the applicant was unable to obtain zoning and development plan approval from the County. In the intervening months between seeking County approval, the subject site became contiguous with the city limits when the Lake of the Woods Golf Course was annexed into the City in January 2014.

The requested annexation and permanent zoning of the subject acreage will create the necessary land connection to Battle Elementary and High Schools as well as the City's Battle Avenue Park. Annexation petitions to bring these adjacent tracts (to the east) into the City have been submitted and are tentatively scheduled to be considered by the Commission and Council in March 2015.

Zoning Considerations –

The requested permanent zoning for the subject acreage is a combination of R-1 (single-family dwelling), C-P (Planned Commercial), and O-P (Planned Office). The proposed zoning boundaries of the desired districts are shown on Exhibit C. The proposed classifications are consistent with those requested as part of the 2012 annexation agreement.

The proposed R-1 zone (95.45 ac) will accommodate single-family lots and common lots typical of those found within other single-family developments throughout the City. Since this acreage is not a “planned” zone no detailed development layout or design parameters have been provided as part of this rezoning/annexation application. However, concurrent with this request is a proposed 276-lot preliminary plat (Case #15-30) which shows the proposed roadway and lot layout for the entire project acreage (127.81 acres).

The proposed O-P zoned areas (Tracts 2 and 3 of Exhibit C) contain 8.47 and 7.70 acres, respectively. The Statement of Intent (SOI) for Tract 2 indicates a maximum GFA of 110,685 sq.ft of significantly restricted office uses in structures limited to 35 feet in height. A minimum of 25% of the site would be maintained in landscaping. The SOI affords the applicant the opportunity to develop a maximum of 40 residential units (detached, attached, or multi-family) on any portion of the acreage if is desired subject to the same height and landscaping restrictions. The opportunity for residential development on this tract would provide a method by which to transition the more intense uses to the south (proposed C-P) and the east (Battle High) from the less intense single-family lots.

The Statement of Intent (SOI) for Tract 3 indicates a maximum GFA of 100,620 sq.ft of mixed general and professional offices uses in structures limited to 45 feet in height. A minimum of 25% of the site would be maintained in landscaping. The SOI affords the applicant the opportunity to develop a maximum of 138 residential units (single-family attached, or multi-family) on the acreage if is desired subject to the same height and landscaping restrictions. Greater residential density on this Tract is believed appropriate given its isolation from the single-family section of the overall development and its proximity to Battle High and proposed C-P uses to the south.

The proposed C-P zoned areas (Tracts 4 and 5 of Exhibit C) contain 6.59 and 9.60 acres, respectively. A single Statement of Intent (SOI) has been submitted for the tracts and indicates a maximum GFA of 86,120 sq.ft (Tract 4) and 48,480 sq.ft (Tract 5) of development. The SOI further restricts structures to 45 feet in height and requires a minimum of 15% of each tract to be maintained in landscaping.

Several of the proposed land uses identified in the SOI are considered high-visibility, auto-oriented and land-consumptive uses that not believed appropriate for the tracts. This belief is grounded in the fact that the tracts are located in an area of significantly reduced traffic visibility and that, regardless of the proposed traffic improvements, will remain so in the foreseeable future. While the proposed intersection of Battle and St. Charles was contemplated by recent planning documents as a commercial node, the intensity of that commercialization should be scaled to the needs of the adjacent neighborhoods and acknowledge existing more visible and likely developable commercial sites nearby.

Given the concern regarding the proposed uses, staff believes removal of the following from the SOI is necessary to ensure incompatibility with the existing and future land uses:

- Bowling alleys
- Cleaning, pressing and dyeing establishments
- Garment storage facilities
- Kennels for boarding of animals
- Plumbing, heating, air condition, and electrical business which may include related customary activities such as contracting, retail and wholesale sales and distribution
- Rental services
- Sign painting shops

Transportation Considerations –

Associated with this request is a development agreement that establishes applicant and City obligations relating to public infrastructure investments, credits, and timing, storm water facility design and roadway alignment studies, and the establishment of a City-managed Transportation Development District (TDD). The proposed TDD would be funded by sales tax and special property assessments from the commercial tracts (Tracts 4 and 5) within the development and applied to regional transportation projects identified in the 1800 acre traffic study commissioned by the Boone County Commission in 2012.

Given the nature of the development and the potential impact it may create on the public roadway network, a series of roadway improvements on Battle Avenue and St. Charles Road have been identified for installation by the applicant at specific “trigger” points during development of the site. The timing of these improvements took into account the ability of the existing roadway network to handle additional traffic loads. Improvements would generally not be required until either 100 or more lots are platted or development on Tracts 2, 3, 4 or 5 is begun.

The proposed improvements (See Exhibit D) include the installation of roundabouts at Battle Avenue and St. Charles Road and Battle Avenue and Spartan Drive. Additionally, reconstruction of St. Charles Road from the overall development’s western boundary to its eastern boundary is required as well as an alignment study for the extension of Battle Avenue north of its current terminus. Furthermore the applicant will be making pedestrian improvements along Battle Avenue to complete sidewalk installation and provide a non-signalized school crossing to Battle Elementary.

The development agreement includes a methodology for providing credits to the developer for the installed of public improvements against traffic study recommended transportation impact fees identified in the 2012 traffic study. The developer has proposed a 75% contribution toward those fees leaving the remaining 25% to be funded by the City as part of its capital budgeting process.

The proposed funding formula (75%-25%) would be applied to all development proposed within the 127.81 acres. Once the credits for the applicant installed public infrastructure are expended, the proposed City-managed TDD would collect additional revenue from sales tax and special property assessments to support future regional traffic improvements that were identified in the 2012 traffic study. The TDD would only apply to the commercial development within Tracts 4 and 5 and the special assessments would be spread out over a period of 30 years.

Area and Comprehensive Plan Conformance -

The proposed annexation and permanent zoning of the subject site is a critical connection to existing, under construction, and future public improvements. The Northeast Columbia Area Plan (NECAP) identified the subject site as being located inside the city's corporate limits and developed with a mix of uses. The proposed zoning and potential uses of the site are in general conformity to that envisioned by the NECAP.

The goals and objectives of Columbia Imagined support the proposed annexation and permanent zoning of the subject site. This request fulfills several objectives of the plan – compact and contiguous growth, development inside the Urban Service Area (USA), inter-governmental cooperation, infrastructure cost allocation, and development of livable and sustainable communities.

RECOMMENDATION

Approval of the requested permanent zoning subject to the revision of the uses to the Statement of Intent (SOI) for Tracts 4 and 5 as recommended by staff.

ATTACHMENTS

- Locator and utility maps
- Zoning Exhibit (Exhibit C)
- Access Exhibit (Exhibit D)
- Statements of Intent (C-P and O-P tracts)

SITE HISTORY

Annexation date	Pending (tentatively scheduled March 2, 2015)
Zoning District	County R-s and A-2
Land Use Plan designation	Residential District
Previous Subdivision/Legal Lot Status	Combination survey tract and parts of Somerset Village Plat 1 and Plat 2

SITE CHARACTERISTICS

Area (acres)	+/- 127.81 acres
Topography	Generally flat with a gradual slope from the center of the site to the southwest and northeast
Vegetation/Landscaping	Primarily cleared with tree cover in along central southern property line and along the creek banks.
Watershed/Drainage	Grindstone Creek
Existing structures	Vacant

UTILITIES & SERVICES

Sanitary Sewer	City of Columbia
Water	PWSD #9
Fire Protection	Boone County – upon annexation City of Columbia
Electric	Boone Electric Cooperative

ACCESS

Battle Avenue	
Location	Approximate center of site
Major Roadway Plan	Arterial (improved & County-maintained). 100 feet ROW existing. Sidewalk installation required with development on western right of way.
CIP projects	None

St. Charles Road	
Location	South side of site
Major Roadway Plan	Major Collector (unimproved & County-maintained). 100-foot ROW required. 50-foot half-width existing. Sidewalk installation on north side required with development.
CIP projects	None

PARKS & RECREATION

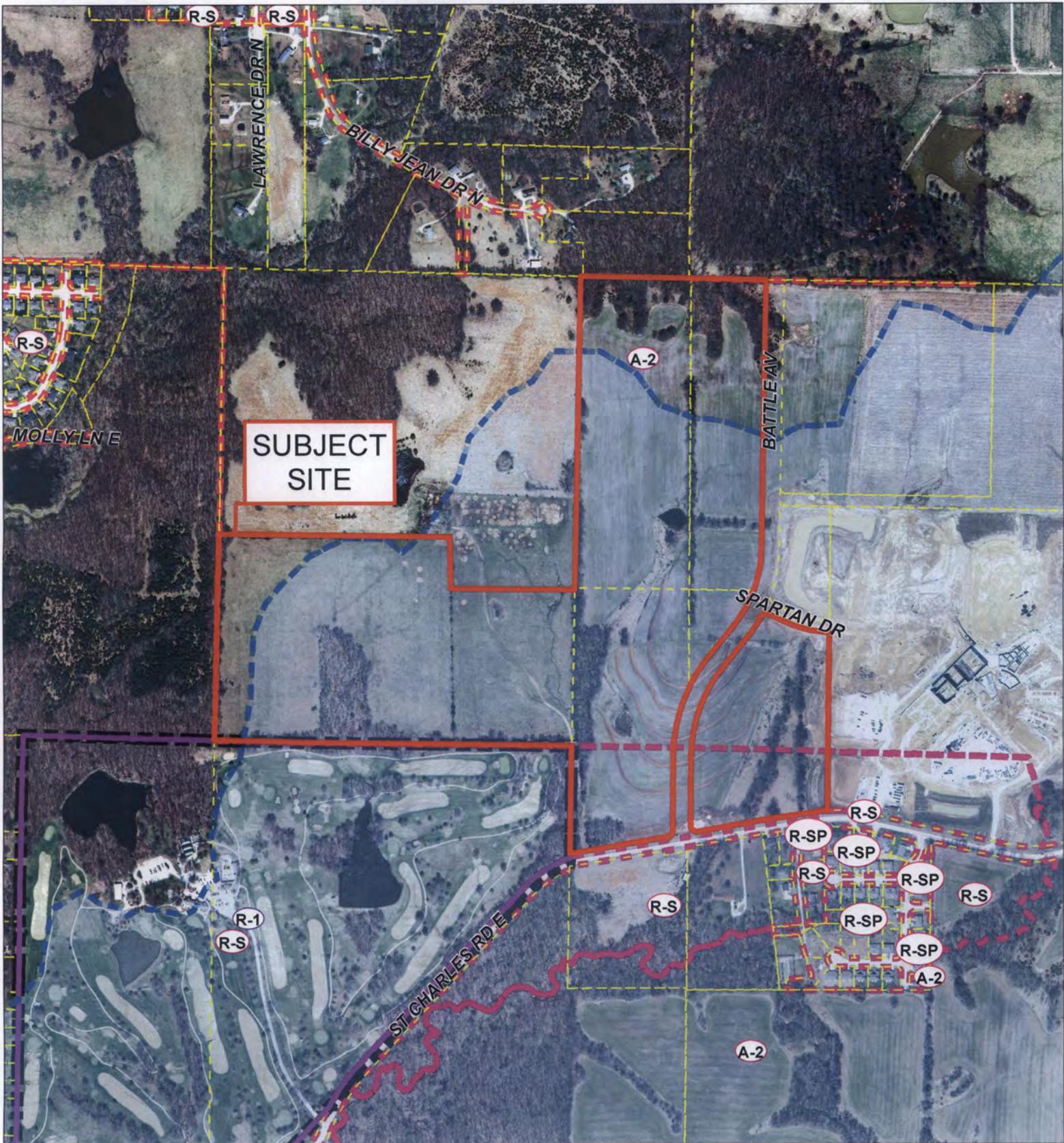
Neighborhood Parks	Lake of the Woods Park/Golf Course – immediately adjacent
Trails Plan	Future shared facility along Battle Avenue
Bicycle/Pedestrian Plan	Pedway will need to be installed on north side of St. Charles when reconstructed.

PUBLIC NOTIFICATION

All property owners within 200 feet and City-recognized neighborhood associations within 1,000 feet of the boundaries of the subject property were notified of a public information meeting, which was held on November 11, 2014.

Public Information Meeting Recap	Number of attendees: 2 people Comments/concerns: General inquiries
Neighborhood Association(s)	None
Correspondence Received	None

Report prepared & approved by Patrick Zenner



14-180: Somerset Village Annexation & Permanent Zoning

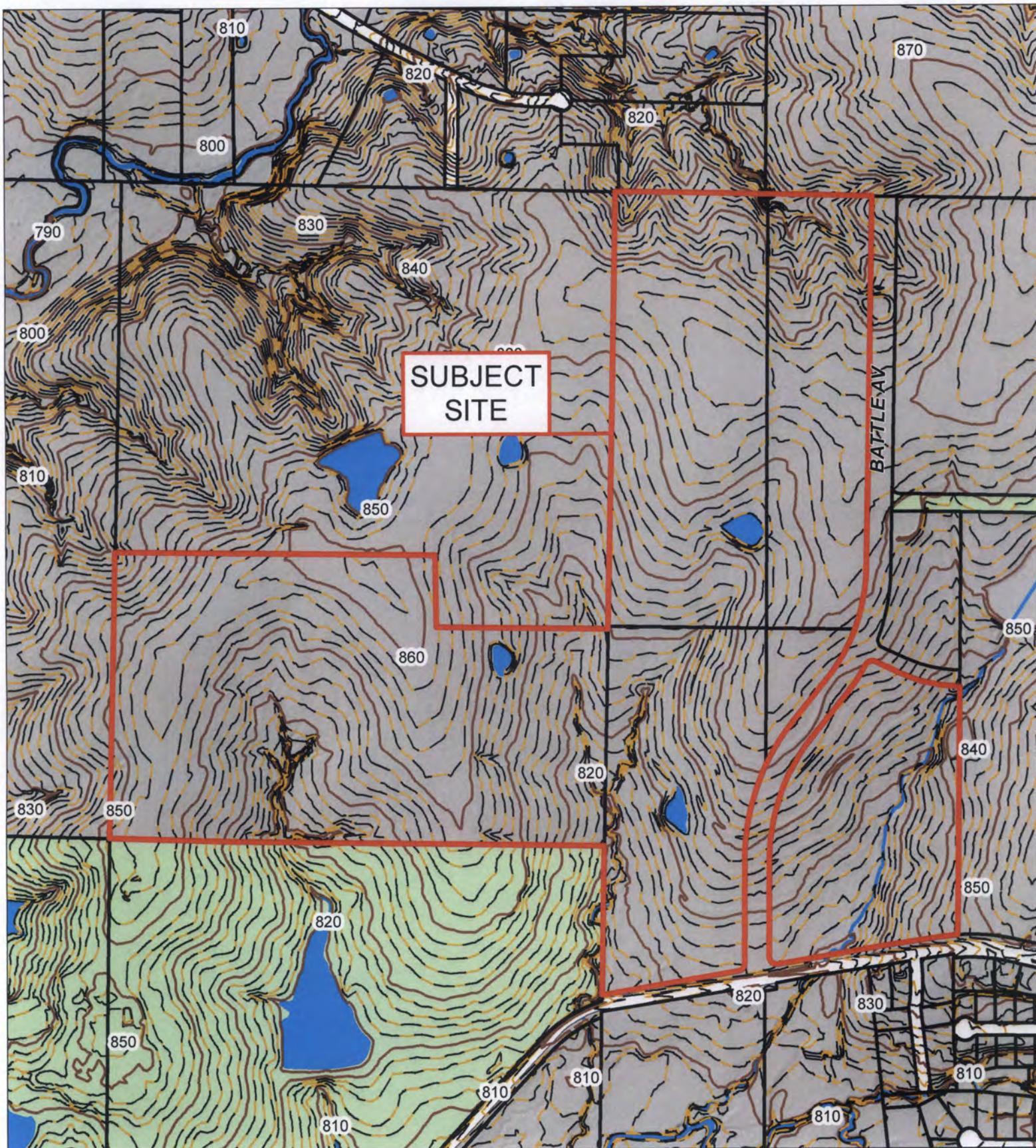


 City of Columbia Zoning
 Boone County Zoning

 Parcels
 Urban Service Area

 Columbia City Limit

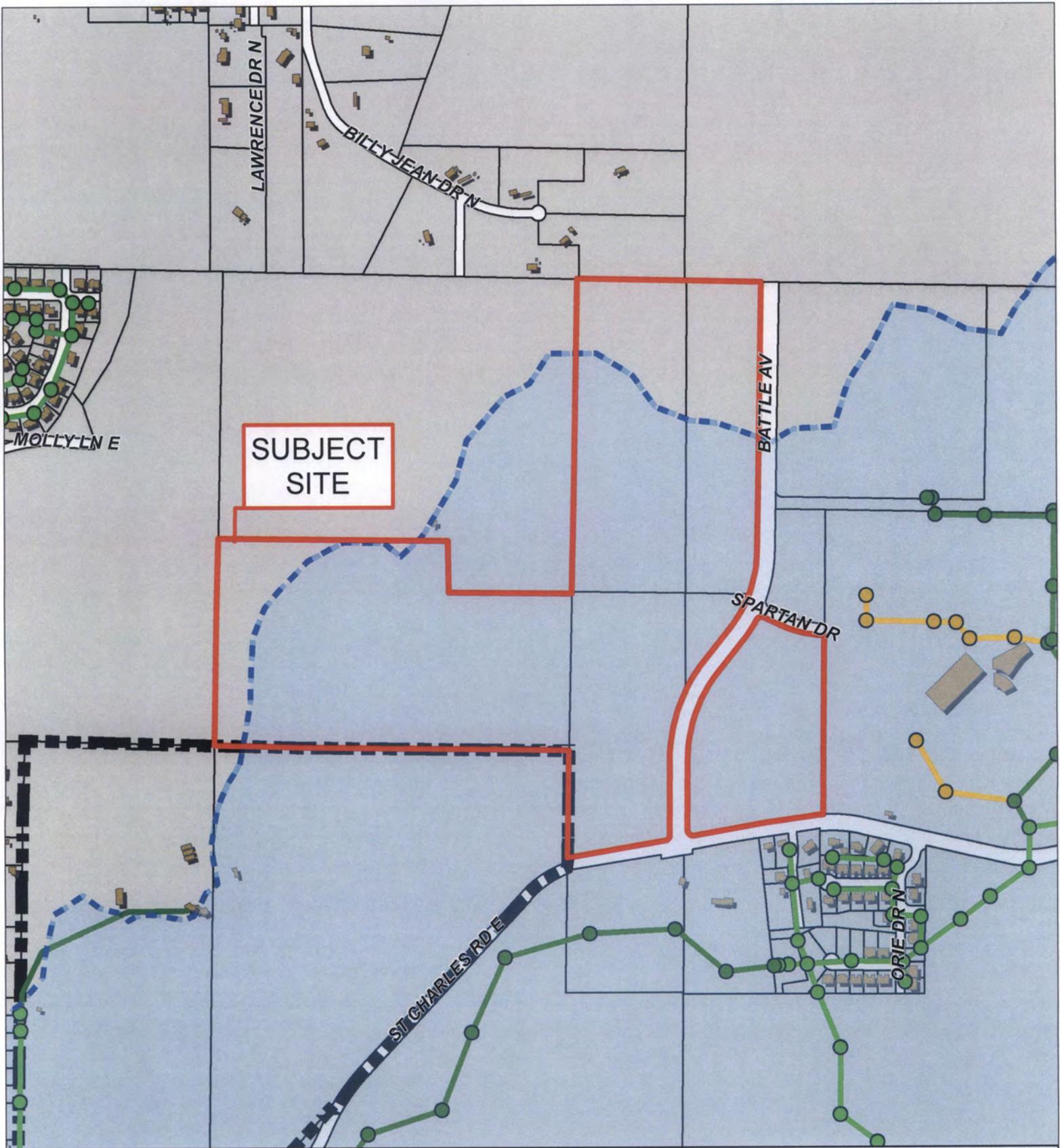




14-180: Somerset Village Annexation & Permanent Zoning



- | | | |
|-----------------------|---------------------|-----------------|
| 10 Foot Contour Lines | Parcels | Stream |
| 2 Foot Contour Lines | Columbia City Limit | Bodies of Water |



SUBJECT SITE

14-180: Somerset Village Annexation & Permanent Zoning



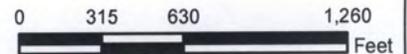
- BCRSD
- BCRSD
- Building Footprint
- Urban Service Area
- City Sanitary Structure
- City Sanitary Line
- Parcels
- Columbia City Limit
- Private Sanitary Structure
- Private Sanitary Line

Hillshade Data: Boone County GIS Office

Imagery: Boone County Assessor's Office, Sanborn Map Company

Parcel Data Source: Boone County Assessor

Created by The City of Columbia - Community Development Department



(100' RQ

APPROXIMATE LOCATION OF
FUTURE PEDESTRIAN CROSSING
PAINTED CROSSWALK AND SIDE
WALK APPROACH TO BE
CONSTRUCTED BY DEVELOPER.

COLLECTOR STREET

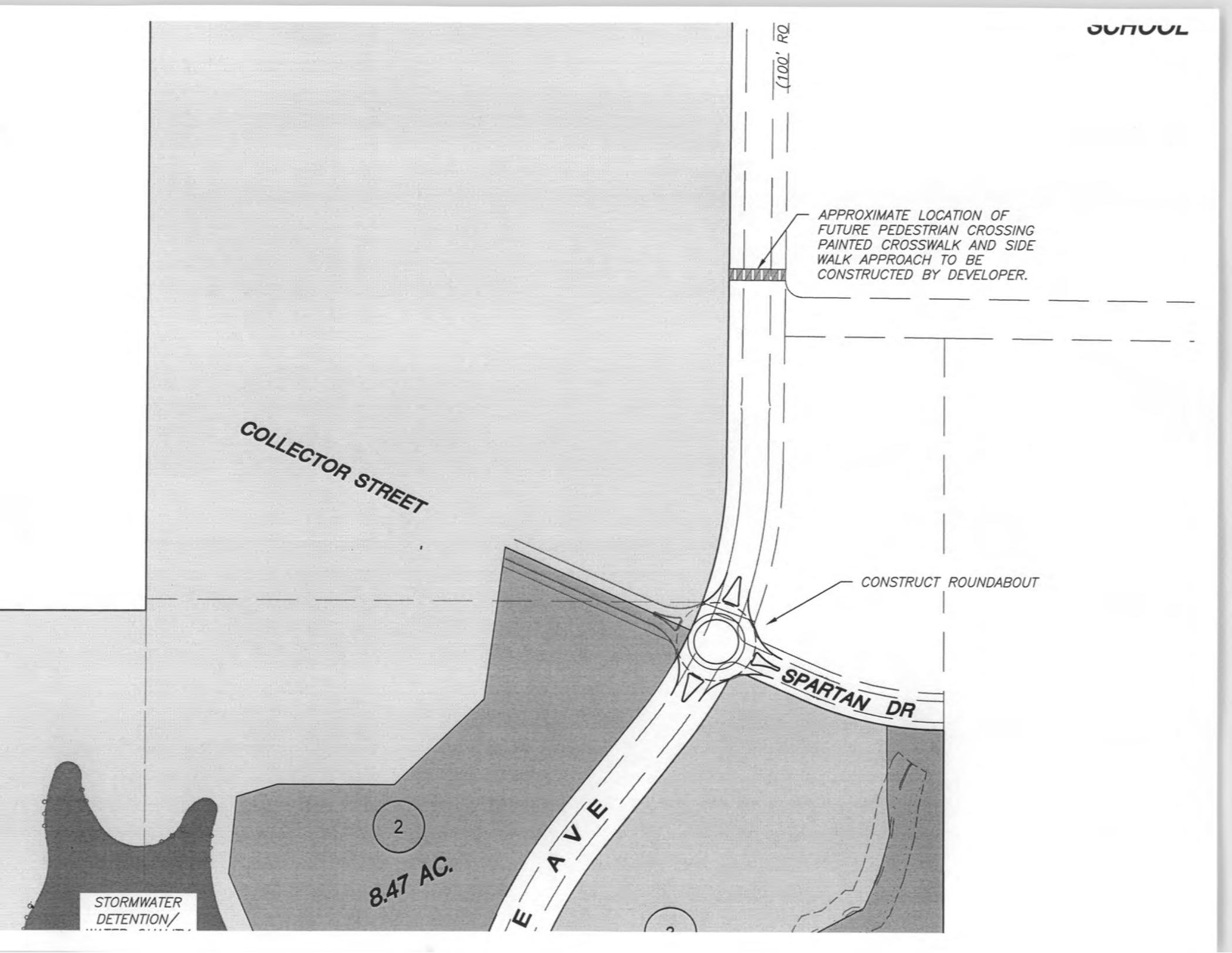
CONSTRUCT ROUNDABOUT

SPARTAN DR

E AVE

2
8.47 AC.

STORMWATER
DETENTION/
WATER CONTROL





Statement of Intent Worksheet

For office use:

Case #:	Submission Date:	Planner Assigned:
---------	------------------	-------------------

Please provide the following information, which shall serve as the statement of intent for the proposed planned district zoning: **For O-P Somerset Village Tract 2 as described by Exhibit A.**

1. The uses proposed.

All permitted uses in district R-3 (subject to height and area regulations of district R-3)

Adult day care home.

Family day care homes, day care centers, pre-school centers, nursery school, child play care centers, child education centers, child experiment stations or child development institutions.

Group care homes for mentally retarded children.

Residential care facilities.

Customary accessory uses subject to the provisions of section 29-27, Accessory Uses.

2. The maximum gross square feet of building floor area proposed. If PUD zoning is requested, indicate type(s) of dwelling units & accessory buildings, and maximum number of dwelling units & development density.

- **The maximum gross building floor area for Tract 2 is 110,685 Square Feet for any non-residential use.**
- **The maximum allowed residential density is 5 units/acre.**
- **A maximum of 40 units shall be permitted on Tract 2 regardless if Tract 2 is left un-subdivided or subdivided into more than one lot.**
- **Residential units may be single family detached, single family attached with a maximum building size of 8 units or a condominium or rental apartment building with a maximum of 8 units per building**

3. The maximum building height proposed.

The maximum building height shall be 35 feet.

4. The minimum percentage of the site to be maintained in open space, shown by the percent in landscaping and the percent left in existing vegetation.

A Minimum of 25% open space consisting of landscaping shall be maintained and a minimum of 0% existing vegetation shall be preserved.

Note: At the discretion of the applicant, the statement of intent includes the following aspects of the proposed development:

5. **Allow PUD Development upon submission of PUD Plan in conformance with City of Columbia PUD District Zoning for that portion of the site developed exclusively for residential purposes.**
6. **Access of the amount and types will be allowed as shown on Exhibit D for the planned district. Final position and design of the access will be subject to site specific development plans for permit issuance.**



**City of Columbia
Planning Department**

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

Statement of Intent Worksheet

For office use:

Case #:	Submission Date:	Planner Assigned:
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Please provide the following information, which shall serve as the statement of intent for the proposed planned district zoning: For O-P Somerset Village Tract 3 as described by Exhibit A.

1. The uses proposed.

Single Family Dwelling (Attached or Detached)

Adult day care home.

Apartment houses.

Family day care homes, day care centers, pre-school centers, nursery school, child play care centers, child education centers, child experiment stations or child development institutions.

Counseling centers operated by charitable or not-for-profit organizations; excluding halfway houses or any use connected with penal or correctional institutions.

Hospitals for human beings, medical or dental clinics, sanitariums, and medical laboratories.

Office buildings used for the administrative functions of businesses, professions, companies, corporations; and social, philanthropic, eleemosynary, or governmental organizations or societies.

Offices for professional and business use involving the sale or provision of services, but not the sale or rental of goods, including but not limited to:

- (1) Artists, sculptors, photographers.
- (2) Authors, writers, composers.
- (3) Lawyers, engineers, planners, architects, realtors, accountants, insurance agents, brokers, and other consultants in similar professions.
- (4) Ministers, rabbis, priests, or other clergy members.
- (5) Physicians, dentists, chiropractors, or other licensed medical practitioners.
- (6) Seamstresses, tailors.
- (7) Teachers of private lessons in art, music, or dance.

Residential care facilities.

Schools operated as a business within an enclosed building, except trade schools and schools which offer retail goods or services to the public.

Customary accessory uses subject to the provisions of section 29-27, Accessory Uses.

2. The maximum gross square feet of building floor area proposed. If **PUD** zoning is requested, indicate type(s) of dwelling units & accessory buildings, and maximum number of dwelling units & development density.
 - **The maximum gross building floor area for Tract 3 is 100,620 Square Feet for any non-residential use.**
 - **The maximum allowed residential density is 18 units/ acre.**
 - **The maximum total allowed residential units is 138.**
 - **Residential units may be single family attached with a maximum building size of 10 units or apartment style dwellings, fee-simple condominium or rental apartment with a maximum of 24 units per building**
3. The maximum building height proposed.

The maximum building height shall be 45 feet.

4. The minimum percentage of the site to be maintained in open space, shown by the percent in landscaping and the percent left in existing vegetation.

A Minimum of 25% open space consisting of landscaping shall be maintained and a minimum of 0% existing vegetation shall be preserved.

Note: At the discretion of the applicant, the statement of intent includes the following aspects of the proposed development:

5. **Allow PUD Development upon submission of PUD Plan in conformance with City of Columbia PUD District Zoning for that portion of the site developed exclusively for residential purposes.**
6. **Access of the amount and types will be allowed as shown on Exhibit D for the planned district. Final position and design of the access will be subject to site specific development plans for permit issuance.**



Statement of Intent Worksheet

For office use:

Case #:	Submission Date:	Planner Assigned:
---------	------------------	-------------------

Please provide the following information, which shall serve as the statement of intent for the proposed planned district zoning: For C-P Somerset Village Tracts 4 and 5 as described by Exhibit A.

1. The uses proposed.

Adult day care home

Alcoholic beverage sales by the package or as an accessory use to a restaurant.

Alcoholic beverage sales in the original package or by the drink on licensed premises shall be permitted in restaurants or similar places where substantial quantities of food are served, all in compliance with the alcoholic beverage regulations of chapter 4 of this Code.

Assembly and lodge halls

Automobile repair facilities provided that all repair shall take place within an enclosed building.

Banks, other financial institutions, and travel agencies.

Barber and beauty shops.

Bars, cocktail lounges and night clubs.

Bicycle repair shops.

Billiard halls and game arcades.

Bowling alleys.

Building and premises for public utility services or public service corporations.

Car washes, coin-operated or attendant-operated.

Car washes.

Churches, mosques and synagogues.

Cleaning, pressing and dyeing establishments, provided that no explosive cleaning fluids shall be used.

Commercial swimming pools.

Counseling centers operated by charitable or not-for-profit organizations; excluding any use connected with penal or correctional institutions.

Electrical repair shop.

Family day care homes, day care centers, pre-school centers, nursery school, child play care centers, child education centers, child experiment stations or child development institutions under the following regulations: (see zoning regulations for restrictions)

Garment storage facilities.

Government buildings and facilities.

Hospitals for human beings, medical or dental clinics, sanitariums, and medical laboratories.

Hospitals for small animals, if within an enclosed building.

Kennels for the boarding of animals, subject to the following conditions: (see C-3 District regulations)

Laundries, coin operated.

Mortuaries, which may include a crematory.

Office buildings used for the administrative functions of businesses, professions, companies, corporations; and social, philanthropic, eleemosynary, or governmental organizations or societies.

Offices for professional and business use involving the sale or provision of services, but not the sale or rental of goods.

Pet stores and grooming shops, for small animals.

Photographic service shops and studios.

Physical fitness centers, private gymnasiums and reducing salons.

Plumbing, heating, air conditioning, and electrical businesses, which may include related customary activities such as contracting, retail and wholesale sales and distribution.

Public administrative buildings.

Public libraries.

Public museums.

Public parks and playgrounds, including public recreation or service buildings within such parks.

Public police and fire stations.

Publicly owned and operated community buildings.

Radio and television sales and services.

Rental services.

Repair of household appliances.

Research and development laboratories, provided there is minimal/insignificant use of hazardous materials base on a risk assessment.

Restaurants, cafes and cafeterias.

Restaurants, cafes or cafeterias which provide live or recorded music, provided that such music is played indoors only and further provided that the music from any such restaurant, cafe or cafeteria shall not be plainly audible at the property line of the property on which the building housing such restaurant, cafe or cafeteria is located.

Schools operated as a business within an enclosed building, except trade schools and schools which offer retail goods or services to the public.

Schools operated as a business, except trade schools.

Self-service storage facilities, subject to the following conditions:

- (1) All storage shall be kept within an enclosed building, except recreation or other oversized vehicles, compressed flammable gas tanks, or gasoline containers in excess of two (2) gallons, which shall be stored only in exterior areas screened from the view from any street frontage.
- (2) Where the site is adjacent to residentially-zoned land, a permanent screen shall be required and shall conform to the provisions of section 29-17(d)(6).
- (3) Storage of feed, fertilizer, grain, soil conditioners, pesticides, chemicals, explosives and other hazardous materials, asphalt, brick, cement, gravel, rock, sand and similar construction materials, inoperable vehicles, or bulk storage of fuels shall be prohibited.

(4) The use of power tools, paint sprayers, or the servicing, repair or fabrication of furniture, boats, trailers, motor vehicles, lawn mowers, appliances and other similar equipment shall be prohibited.

(5) The sale of any item from the facility or the conduct of any type of commercial activity at the facility shall be prohibited.

(6) Building heights shall be limited to fourteen (14) feet.

(7) Loading docks shall be prohibited.

Service stations, provided all fuel storage tanks are located underground.

Shoe repair shops.

Sign painting shops

Stores, shops and markets for retail trades, provided merchandise is not displayed, stored or offered for sale on the premises outside a building in the required front yard or in any side or rear yard adjacent to a residential zoning district.

Temporary real estate sales office, located on property being sold and limited to a period of sale, but not exceeding two (2) years without special permit from the Board.

Testing laboratories.

Trade schools.

Theaters, not including drive-in theaters.

Wholesale sales offices and sample rooms.

*Accessory uses, including drive-up facilities, customarily incidental to any of the above uses.

*Any retail business or use of a similar character to the those listed above, provided that such use is not noxious or offensive by reason of vibration, noise, odor, dust, smoke, gas, or otherwise.

All Residential Uses are Prohibited

2. The maximum gross square feet of building floor area proposed. If **PUD** zoning is requested, indicate type(s) of dwelling units & accessory buildings, and maximum number of dwelling units & development density.

**The maximum gross building floor area for Tract 4 is 86,120 Square Feet.
The maximum gross building floor area for Tract 5 is 48,480 Square Feet.**

3. The maximum building height proposed.

The maximum building height shall be 45 feet.

4. The minimum percentage of the site to be maintained in open space, shown by the percent in landscaping and the percent left in existing vegetation.

A Minimum of 15% open space consisting of landscaping shall be maintained and a minimum of 0% existing vegetation shall be preserved.

Note: At the discretion of the applicant, the statement of intent includes the following aspects of the proposed development:

1. **Access of the amount and types will be allowed as shown on Exhibit D for the planned district. Final position and design of the access will be subject to site specific development plans for permit issuance.**

EXCERPTS

PLANNING AND ZONING COMMISSION MEETING

FEBRUARY 5, 2015

VI) PUBLIC HEARING & SUBDIVISION

Case No. 14-180 and Case No. 15-30

A request by St. Charles Road Development (owner) to annex 127.81 acres of land into the City of Columbia, and to apply R-1 (One-Family Dwelling District), O-P (Planned Office District), and C-P (Planned Business District) as permanent City zoning and approval of a 276-lot preliminary plat to be known as "Somerset Village" and variances to Sections 25-42 (Block Length), 25-43 and 25-48.1 (Sidewalks), 25-45 (Curves), and 25-46 (Intersections) of the Subdivision Regulations. The approximate 127.81-acre subject site is located on the north side of St. Charles Road on both the east and west sides of Battle Avenue. The subject site is located on the north side of St. Charles Road, on both sides of Battle Avenue. (The annexation and permanent zoning request was tabled at the October 23 and November 20, 2014 and January 8, 2015 Planning Commission meetings.)

DR. PURI: May we have a staff report, please?

Staff report was given by Mr. Pat Zenner of the Planning and Development Department.

Staff recommends approval of the requested permanent zoning subject to the revision of the uses to the Statement of Intent (SOI) for Tracts 4 and 5 as recommended by staff.

Staff recommends approval of the proposed preliminary plat and the requested variances as articulated in the applicant's variance letter.

DR. PURI: Commissioners, any question of Mr. Zenner? Mr. Reichlin?

MR. REICHLIN: I had a small one. I just want to be sure I understood clearly about the TDD. Is that -- I heard mention of a property tax component?

MR. ZENNER: There would be an assessment to those properties within the established TDD per the development agreement, and that assessment is to cover, in essence, the traffic impact -- 75 percent of the traffic impact charge over the 30 years.

MR. REICHLIN: Going forward, will there be a sales tax component?

MR. ZENNER: The TDD does have a sales tax component, and that would basically be in addition, so the per-square-foot cost is what's being amortized, in essence. The actual TDD charge, which would be managed by the City, would be the permanent tax on the property.

DR. PURI: Ms. Burns?

MS. BURNS: Dr. Puri. Mr. Zenner, thank you for that. That was quite a report. Thank you for the -- being so thorough. I'm concerned about Battle Avenue and as far as how it's used during school hours, if that will coincide, and if the traffic engineer took into consideration business hours versus school hours, which, for high school, is right around 9:00 entrance time and 4:00 exit time. And then my other

question was as far as for the residential area, exits to the east or will everybody be using Battle Avenue as far as how they're going to access St. Charles Road?

MR. ZENNER: Well, all of the development -- and let me -- let me deal with the second question first. All of the development will be coming back down Battle, so yes. It will be coming either out Spartan, which is the principal -- will be the secondary roundabout to distribute traffic, and that is why the extension of Battle north to Mexico Gravel is so important. But in the interim, without that connection, everything will flow back down to Battle and the -- or down Battle to St. Charles. The installation of the traffic circle is to alleviate the congestion-related issues so traffic can better flow out of the northern portion and then be distributed back out on St. Charles Road either east or west. It functions far better, according to our traffic engineers, a roundabout will than the signal. Now, the road design and taking into consideration the individual -- the hours of operation of the commercial development as compared against the school, as each individual site plan comes in, the access points and how we manage that, if they're right-in/right-outs, if they're three-quarter, or they're full accesses, that will have to be determined based on the traffic generation out of each of the individual commercial or office tracts. The road today is not built to its ultimate capacity. It is a two-lane road that was -- that's in a 100-foot-wide road right-of-way that was acquired. The traffic circles, as they are proposed right now, show a single lane of traffic going around them. The traffic engineer has indicated, and it is within the development agreement, that the traffic circles will need to be analyzed to accommodate dual-lane circular motion around them in order to deal with the increased flow in traffic, which is likely to occur over time. So, I mean, we are looking beyond the immediate and the road was designed to look beyond the immediate as many of our new roads are. They'll have to be improved at the time that that demand is created, and that's part of why the construction of the TDD and then the taxes that would be taken in on that is being considered because we have to figure out to fund it, but it has been and it will be reviewed on each individual submission. The subdivision itself, the 272 lots, if we did nothing more than the subdivision today and did none of the improvements that are proposed to Battle or St. Charles, it would function. And that -- it was -- we evaluated that very early on because really the delay that this project has experienced has been trying to work out the details with the plan zones. So we wouldn't have to do anything if we were just developing a residential subdivision. However, the improvements that are being -- that have been agreed to will definitely improve the current operational characteristics of this area, and then we have the ability to accommodate future growth through the expansion of the roadway and potentially the design of those traffic circles to accommodate additional dual-turning -- or dual-movements around them.

MS. BURNS: Thank you. I'm just thinking about, again, inexperienced high-school drivers trying to navigate a dual traffic circle, and that's a challenge.

MR. ZENNER: Well, we'll have -- we'll have Paris driving school, probably, at some point.

MS. BURNS: Okay.

DR. PURI: Ms. Loe?

MS. LOE: Maybe building on Ms. Burns' comments, I'm -- I very much appreciate all the thought that's gone into the streets and pedestrian circulation within the residential development, but I have to

admit I'm a little bit concerned that the plans appear to only show one pedestrian crossing on Battle, and I'm wondering where traffic circles fall on the scale of safe crossings for safe routes to schools, especially if they go dual lane.

MR. ZENNER: That is a very good question and I can't answer that for you. What I can tell you is that the crossing that is to the north of the bus lane for the new elementary school that has been -- it's been designed in such a manner -- and let me use a different project. We have got a signalized crossing at the new southwest elementary school on Scott Boulevard, which will be a four-lane road, as well, ultimately. This particular -- at this particular junction -- juncture, it was not believed necessary to have a signalized crossing and, therefore, it was not recommended by our traffic engineers. It has, however, been contemplated that we may, based on the growth of traffic within this particular area, need to do a pedestrian crossover. And included within the design options associated with where the pedestrian crossing is just north of the bus lane, there is sufficient space, according to our traffic engineers, to be able to get a crossing -- a bridge that crosses over, similar to what we have at MU, to where you could come over, get back down on either side of the future right-of-way. It's been placed far enough back and the spacing would allow for it to ramp back down. Traffic circles themselves, because of the nature of slowing traffic down versus signalized or just signed intersections, typically would be -- would be the deterrent as it relates to speeding. And I think if I were to ask our traffic engineers to give me a calculation of the safety associated with traffic circles, it probably -- they probably would come across very high -- higher than regular signalized intersections with just crossings. Now, I don't know where we would be putting them, and that's something that from the design of the infrastructure improvements as they are made, I'm sure we will get to that as well. And the subdivision plats, again, have to come back to the Commission, as well as the design plans. So I would imagine we will have another opportunity to get a little bit deeper into that when we have actual physical design improvements for each land use.

MS. LOE: So the PUD requirements require that the plan show the location and size of pedestrian ways.

MR. ZENNER: It will --

MS. LOE: Are we seeing that now or will we see that again?

MR. ZENNER: We will likely -- based on what we're doing here, we -- you have to provide circulation, pedestrian and -- pedestrian circulation within a planned district today. So often we're -- you know, often we don't end up with projects that are adjacent to schools and, therefore, you're not seeing peripheral off-site pedestrian improvements. Given where this property is located and what is around it, I am -- I would be fairly confident to say you will get something more. We are maybe hypersensitive to that at this point. Sidewalks will be required on both sides of Battle. Where we choose to cross them to be able to get from one side to the other -- and I see your point being the only crossing is well north of the commercial and then would be down at where St. Charles Road is, we may need mid-block crossings. And those are something that are far more, I guess, design driven as it relates to the adjacent land uses that occur when they occur. So it's difficult to say will we see one further down towards the secondary or the principal -- I wouldn't say the principal access, but the secondary access into the residential, which is

right between the corner commercial and the O-P. Will there be something at this particular location where we come mid-block between the Battle and St. Charles traffic circle and the Spartan-Battle traffic circle with another crossing. I can't tell you because we don't know what the actual development is.

MS. LOE: Okay. I'm just -- I'm thinking --

MR. ZENNER: Ahead.

MS. LOE: -- teen-aged students. We're assuming family in the R-1. If I'm living in that southern west wing, I'm not going to hike a block, block and a half north to use some crossing to get home. I'm not going to do that as a --

MR. ZENNER: Adult.

MS. LOE: -- middle-aged adult-- no -- let alone a teen-aged kid.

MR. ZENNER: Or you drive your student to school. But, you know -- and --

MS. LOE: Which is against our Columbia Imagination, which I can quote to you if you need me to. Interconnectivity -- it also says interconnectivity between residential and commercial, so I just -- I feel we're not really reinforcing a multimodal connection at that commercial location either. I'm assuming this is going to be a bit of a transportation hub in that it's on the boundary of the city, and that hopefully if people are living downtown and working outside, you know, I expect to see where the bus stops are and that there's crossing in conjunctions with those so we have people really using these.

MR. ZENNER: Failed -- failed to acknowledge the development agreement also includes bus-stop provision within the project at the request of our transit -- the transit department. Our trails folks for - - Ted Curtis, who deals with our pedestrian -- bicycle-pedestrian related matters out of our Public Works staff, did indicate that the -- a pedway does need to be provided along the southern boundary of the property as it comes up. So pedway will be a requirement through the construction or reconstruction of St. Charles Road along the tract -- what would be tract number 4, and that likely, because the pedway is on the north side of St. Charles, south side of this development, as St. Charles Road is redeveloped along the frontage of this property, that pedway would be extended. Sidewalks and shared trail alignments also would be being looked at on Battle Avenue, as well. So there -- again, there are a number of things that are in flux just based on the fact that we don't have site-specific development plans. And as they approach the connectivity issues that you're desiring, get to be a little bit more elaborated because we're flushing out -- or fleshing out all of the different aspects of the development at that point. How do you connect your subdivision sidewalk system back into the commercial development to allow for walkability. And that's -- I know that's what you're driving at and that's -- we have to let the development mature to be able to determine where we're going to be able to get those connections. Sidewalks are required throughout the project with the exception of where the variances have been asked for to do dual sidewalks, but we will always have a sidewalk network that is -- that makes sense and is not putting the pedestrian in any greater danger. That's one reason why we have tried -- there is no practical reason to put a -- two sidewalks two feet apart from each other along Battle and Merrick (ph.), and that's why that variance was requested because that's how the design requirements would result in it occurring. But we'll -- we're definitely ensuring and the developer has shown through what they've wanted to do to it thus

far that that's their intention and our regs will require it, other than what we modify here this evening.

DR. PURI: Anyone else? Mr. Strodtman?

MR. STRODTMAN: I just had a couple questions. You made reference, and I was kind of -- just maybe clarification. I was under the understanding that the St. Charles Road improvements would be along Lots 4 and 5. You made reference to just 4 to Ms. Loe, but it's 4 and 5. Correct?

MR. ZENNER: Four and five. All of St. Charles Road will need to be improved.

MR. STRODTMAN: Along this applicant's property line. Okay. I assume -- and I don't know the distance, and maybe it's just for my own personal knowledge. Assuming 4 or 5, the use allows -- the Statement of Intent allows alcohol, is the distance from Lots 4 and 5 appropriate from a high school and an elementary school for an alcoholic, you know, use? I don't know what that distance is.

MR. ZENNER: And I would say -- I was about to say I know -- I know the distance -- I believe I know the distance, roughly, for a church to a --

MR. STRODTMAN: Right.

MR. ZENNER: -- bar or something of that nature, and I believe it measured door-to-door. It is not measured as the crow flies.

MR. STRODTMAN: Or property lines?

MR. ZENNER: Yeah. Or to property lines. So given the fact that you're likely going to get a C-store at this particular location that will sell beer, as well as other beverages and food, I would be surprised if it's not considered appropriate. Legal representation here from the developer's side may be able to answer that, if Ryan Moehlman can't for us from the City.

MR. STRODTMAN: I understand.

MR. ZENNER: I just -- I can't remember the distance. I apologize.

MR. STRODTMAN: No. And it just -- you know, I assumed it was asked or it was reviewed. Just it makes -- you know, being that close to a school maybe not an appropriate use, but anyway. My third question is, and it maybe to build off Mr. Reichlin's question, a City-managed TDD is just that, that the City will pick the board, the directors, the board members. They'll pick the rates that the TDD -- not random rates, but, you know, we have flexibility within our TDDs for rates. They would pick the projects that the TDD is going to fund for future. The City is in -- and, for example, would a board member be a City employee or would a developer have a seat on that board that is managed by the City?

MR. ZENNER: I'm going to let Mr. Moehlman review that with you all since he reviewed this portion of the development agreement

MR. MOEHLMAN: Yeah. The concept of a City-controlled TDD, so basically the basic setup and -- and I have to admit that this -- part of these -- the components that are still being worked through, you know, on the detail level, but the concept is that the property owners appoint a person to act as a representative of the property. But as part of that appointment, they have agreed to -- to appoint a person designated by the City. So it is a -- the possibility of a City employee to be that particular designee is probably highly likely. You often see high-level management staff serving on these types of board of other communities. That's probably what would be contemplated here, so -- so that way, the board member is

accountable to -- ultimately, to the City. So that way, City policies are -- are being advanced on the TDD board. So that's generally the setup where --

MR. STRODTMAN: Is there a set number of members -- board members or seats?

MR. MOEHLMAN: I believe it's five.

MR. STRODTMAN: That's minimum and maximum or --

MR. COLBERT: You have to have at least five --

MR. MOEHLMAN: Yeah. Yeah.

MR. STRODTMAN: The minimum is five?

MR. MOEHLMAN: The minimum is five. I think that's probably where we would --

MR. STRODTMAN: So in that example five, you might have three seats being held by people from the ownership, if you want to call it, of the property, and the other --

MR. MOEHLMAN: Flip it.

MR. STRODTMAN: Flip it.

MR. MOELHMAN: Yeah.

MR. STRODTMAN: And those would be City employees or appointees of the City?

MR. MOEHLMAN: Yeah. That's -- that is a generally seen way to do a City-managed TDD where the --

MR. STRODTMAN: Majority --

MR. MOEHLMAN: --- majority are appointed by the City, generally the mayor.

MR. STRODTMAN: But there are at least some representatives from the ownership on the seats, too?

MR. MOEHLMAN: Yeah. It's generally the --

MR. STRODTMAN: Not majority vote, but could?

MR. MOEHLMAN: Yeah. Generally, it's a good idea to have a developer representation and property-owner representation on those boards.

MR. STRODTMAN: I think it's critical because, obviously, they have a lot of involvement and stake in it, and they should have a -- at least, maybe not a majority, but at least a stake on the -- at the table, so --

MR. MOEHLMAN: Yes.

MR. STRODTMAN: That seems -- is this first one that's City managed for us and within the City that we have?

MR. MOEHLMAN: I believe it is.

MR. STRODTMAN: My experience is all not --

MR. MOEHLMAN: I -- I have not been --

MR. STRODTMAN: -- privately --

MR. MOEHLMAN: -- familiar with something where -- where the City is holding a majority of the positions on a board. I think it's more developer driven.

MR. STRODTMAN: Right. That's my experience, too.

MR. MOEHLMAN: Yeah. And I think the primary purpose of that is that the goals of the TDD are -- are much larger than this particular project. This kind of addresses the entire northeast area and -- and a funding mechanism to do some broader projects, primarily including the extension of Battle north to Mexico Gravel Road.

MR. STRODTMAN: Right. And, primarily, this would probably be the heart of the ability with the retail or the components that are in those lots 4 and 5 and 2 and 3?

MR. MOEHLMAN: Yes.

MR. STRODTMAN: So -- thank you. I have one last question, and this is more of a technical question. Are you looking for us to split this up into two motions?

MR. ZENNER: We would like to have two, one obviously --

MR. STRODTMAN: With the annex first and --

MR. ZENNER: The annex and the permanent zoning with the staff recommendation of the use modification, if necessary, and then, obviously, the plat.

DR. PURI: Commissioners, are there any other questions of the staff?

PUBLIC HEARING OPENED

DR. PURI: Anybody wishing to speak on this, please approach the podium. Three minutes.

MR. WOLVERTON: Mr. Chairman, members of the Commission, my name is Rob Wolverton. I live at 2504 St. Regis Court, Columbia, Missouri 65203. I'm a member of St. Charles Road Development, and I'm here tonight to represent our development and our plans. The background of this project is that St. Charles Road Development is the developer of the project we're calling Somerset Village. The original project that we had was 284 acres. We've since sold 84 acres to the Columbia Public Schools for -- which is now Battle High School. We've sold an additional 32 acres for Battle Elementary School. We've sold another 30 acres for a City park, and then there's about 11 acres that will be road -- that's road right-of-way for Battle Avenue. So that leaves the remaining 127 acres of which is Somerset Village. We have several areas when we're planning a property like this that we take into consideration. The first thing that we look at as the developer is the market needs, and we have -- we have short-term market needs and we have long-term market needs. We see this project as probably a 20- to 25-year project. If you -- if you look historically at when Rock Bridge High School was developed, the commercial area around Rock Bridge High School didn't really develop until -- until the 1990s and Rock Bridge High School opened in the early 1970s. So we -- we don't think that this is going to develop quickly. This is going to be a long-term project and one of the advantages of having the planned commercial districts and the planned O-P districts is that it gives us a little bit of flexibility to move with the market and to do what's needed at the time that the market is asking for it. The second thing that we look at is -- is whatever we do, we want to do it -- we want to be respectful to our existing neighbors. We don't want to have any more negative impact than we have to on the existing neighborhoods. We don't want to do anything that's going to devalue anybody else's property, and we just want to be, in general, respectful to the needs of the neighborhoods. And we have met with the Copper Creek Neighborhood Association, and so they're aware of what's going on with this property. The next thing we look at are the natural features of the

property. This property really is not -- there is nothing really incredibly unique about this property. It's -- it's mainly farmland and has been farmed for many years. The biggest feature of this property is the -- is the adjacent Lake of the Woods Golf Course, and we are -- we are working with the Parks Department to enhance one of the lakes on the golf course to use that for our storm-water drainage, but also use that for irrigation of the golf course. And we're working with them on tree preservation and making sure that we are respectful of the golf course and make sure that we don't have any negative impact on the golf course. The next thing we looked at is the Northeast Columbia Area Plan. The -- I believe that that commission was done in 2006, Pat; is that correct? 2010. Okay. So when Battle High School -- when this area was picked for Battle High School, the -- the Columbia Planning and Zoning Commission joined with the -- the County Planning and Zoning Commission and did about a year-long study, I believe, and that study -- what they produced is the Northeast Columbia Area Plan. And in this area plan, it was -- it was an advisory document that kind of just gave a general overall look as to how they saw this area developing in the future. And so we -- we did our best to -- to comply with that and we believe that the -- that our request does comply with the Northeast Columbia Area Plan. The fifth thing that we looked at is in 2012 -- October 2012, the Boone County Commission published a traffic study that was done by a profession firm called Crawford, Bunte, and Brammeier. And in this traffic study, they identified roadway improvements that would be needed throughout the entire area to work through the Northeast Columbia Area Plan. And as Mr. Zenner said, it applied fees to different types of zoning and different types of properties. And so we -- when we were designing this project, we were taking that into consideration, as well, and how we could be a part of participating in the cost and the overall development of the infrastructure in the entire area. When we break down the project, the property in the yellow is our single-family residential property. That's approximately 95 acres, and there's roughly 260 homes that are expected to be in that area. The -- we have eight acres that's in the green, and that's the O-P property that we anticipate will be some sort of a low-density multifamily property or some sort of a low-density office use. Across the street from that in the blue, we have approximately seven acres, which, if that is developed as multifamily property, there would be a maximum of 138 living units on that, which we felt that would be appropriate for a more dense apartment-style project that would be next to the high school and next to a commercial area. And then the area in the red is 15 acres of commercial -- of planned commercial property.

DR. PURI: You've got a minute left. Do you want to wrap up and hit the highlights?

MR. WOLVERTON: Sure.

DR. PURI: I think the staff did a pretty good explaining all of those things.

MR. WOLVERTON: Okay. I'll make this quick then. So in our planning considerations, we tried to take into consideration all of the different studies and all the plans that were done, the traffic study in the Northeast Columbia Area Plan. And our main emphasis of needing to move forward at this point is that the County and City leadership has -- they've determined that it's best that the high school and the elementary school actually be in the City. And so we are contiguous with the City at this point, and so in order for them to annex into the City, we have to annex. And so that's why we have urgency at this point to annex is because we want to bring the schools in, as well, and then we want to go ahead and zone our

property at the same time. We believe our plan fits in with the Northeast Columbia Area Plan. We believe our plan is respectful and identifies what's needed in the Boone County traffic study, and we are working through our traffic study and our funding. And what -- there are several projects out there. When you see the column on the right, the identified projects, which is the Battle Avenue extension, the rebuilding of St. Charles Road frontage along -- including a roundabout, the installation of a roundabout at Battle Avenue and Spartan Drive, and all the interior roads and access within the neighborhood, we will build that 100 percent. There will be no City investment in that. There will be no County investment in that. And so what we're asking for is for credit for our costs that we incur in those things is for credit towards the fees that we would otherwise pay towards the overall development of the area. The road detail, Mr. Zenner already went through all of those things, and again we're paying 100 percent of the costs that are needed, and whatever -- whatever improvements are needed over time that are not directly adjacent to our property, that's where the TDD comes in and that's where we will be providing funding that will go into the TDD which then will be controlled by the City to be used for future traffic improvements. I have a project team here with me tonight. Jay Gebhardt is a civil engineer with A Civil Group. I also have Caleb Colbert, who is with Brown, Willbrand, and we are here to answer your questions. So if you have any questions of me, I'll be happy to answer them; otherwise, I'll turn it over to the rest of my team.

DR. PURI: Commissioners, any questions of this speaker? Ms. Burns?

MS. BURNS: How many neighbors occupy Copper Creek?

MR. WOLVERTON: Yeah. Those are -- those are one-acre lots, and they're on the east side of Battle High School, I would guess somewhere in the neighborhood of 40 to 50 homes in there.

MS. BURNS: Thank you.

DR. PURI: Any other questions? Thank you.

MR. GEBHARDT: Good evening. My name is Jay Gebhardt. I'm a civil engineer, and I own a company called A Civil Group and it's at 3401 Broadway Business Park Court. I want to thank Tim and Pat and their staff. They made our job real easy tonight. It's one hell of a staff report. I'm sure it took a lot of time to do that, so I really appreciate that. I'm going to flip through and I'm just going to just stick on my overview because they did such a good job, most of the points were covered. But I did want to point out that I'm very fortunate to be working for the St. Charles Road people because I've been working on this piece of land since 2002, and it's taken a lot of time to get to this point, and there's been a lot of thought and effort gone into this plan. And one of the things that I'm really happy about is how we've been able to work with the City to accomplish some mutual goals. One of those things is with the Parks and Rec Department and their Lake of the Woods Golf Course. They have a lake that they use for irrigation and as part of our storm water, we would have had to do detention and possibly dry up their pond that would have been downstream of it. So we've gone into cooperation with them to do some modifications to their lake to do the detention at that point and not impact their ability to irrigate the golf course. We've also -- you notice we don't have a clubhouse and a swimming pool and those types of things here because we have that right there at Lake of the Woods. And we have built a pedestrian connection in the southwest corner of ours so that people in the neighborhood can go down and connect down to the facilities that are

provided by the City. And pedestrian access through this is very important, and I'm glad you guys brought that up tonight. And one of the things that Pat maybe didn't talk about as clearly is these roundabouts, the way they're designed is, you really cross one lane at a time and then there's pedestrian refuge because of all the diverting islands that are in these things, so the roundabouts are really pretty friendly for crossing because you only have to look at one lane of traffic to cross, whereas that's not the case at a signalized intersection necessarily because people are turning left and all the different movements that occur there. So having the roundabouts put in, especially at Spartan, I think will make that a good place to cross. And then it's -- it's really a balancing act between the needs of the arterial street and mid-block crossings. We've decided that we do need a mid-block crossing for the elementary school and we've agreed to that. Whether we need another mid-block between the two roundabouts is yet to be determined and I think that's what Pat was saying. The other thing that's really -- as Pat said, this is a unique plan is we're using what I -- they call them access roads in the City Code, but it -- I call them frontage roads. And along Spartan on the north side and then along the west side of Battle, instead of having that typical house back up to those major roads with a row of fence that don't match and all that, we've turned the house and we've faced them to the street. You know, they have their own little street in front of that that they can back out into and drive and get access to, so they're not using Battle, but they'll front Battle and put their front toward the main roads, which I think will be a lot better appearance and you won't have those -- well, pick a road, a major road in south Columbia, and we won't have that look. We'll have more of a neighborhood -- what I consider a neighborhood look where it's people's homes when you drive by. And I think will do -- go a long way in having a lot more respect for the pedestrian ways on both sides of the street. So having said that, I'm going to buzz through this --

DR. PURI: Your three minutes are over. We've got you four minutes.

MR. GEBHARDT: Okay. All right.

DR. PURI: Any questions for this speaker, Commissioners?

MR. GEBHARDT: I'll let Caleb go.

MR. COLBERT: Good evening. Caleb Colbert, 601 East Broadway. I am one of the attorneys for St. Charles Road Development. My comments essentially will be limited to the development agreement and the infrastructure costs, and Mr. Zenner did cover a lot of this already, so I'm going to skip ahead. He had mentioned the fee schedule that came out of the 2012 traffic study. If you work those numbers out based on what we anticipate will actually be constructed at this project, the development share of the traffic infrastructure cost will be about \$7.6 million. Of that amount, St. Charles Road Development will contribute \$5.7 million. The City or the public will contribute the other \$1.9 million. So the two options that essentially we're working with here are either constructing the road improvements at our own costs or financing through the TDD. We're going to construct actually \$3 million worth of roads, but we're going to get credit for \$2.2 million worth of the roads, and then the remaining three and a half million will be financed through the TDD. As it was previously mentioned, the TDD will include the nonresidential parts of our development. It will generate revenue through special assessments, property taxes, sales taxes, and it will irrevocably and unconditionally pledge all of those revenues to the City. The City then, in turn,

will use those revenues for road projects in the study area, the 1,800-acre area. So it won't be limited to infrastructure projects in our development, it will actually be the entire area. Head through -- and the term of that agreement is 30 years, so this will -- this is, obviously, a long-term agreement. Here's a list of the road projects that we are going to complete, and I won't read through all these, but, obviously, the big one is we're going to rebuild a portion of St. Charles Road. And Pat already covered a lot of what I was going to talk about on the development agreement, so if you have any questions about the TDD, I'm more than happy to answer those. I'm not the expert from Kansas City, but I'm more than happy to do my best.

DR PURI: Commissioners? Yes, Mr. Strodtman?

MR. STRODTMAN: Was your TDD a half a cent or a half a percent?

MR. COLBERT: Half a cent.

MR. STRODTMAN: Half a cent.

MR. COLBERT: Yeah.

MR. STRODTMAN: Thank you.

DR. PURI: If you could go back to that slide that shows total cost, you know, that -- so you use that \$7.6 million development share of traffic study improvements, so \$5.7 is the St. Charles Road development portion. So out of that \$5.7, you're looking for the TDD for \$3.5 million?

MR. COLBERT: That is correct.

DR. PURI: And then \$2.2 million in credits, you're doing, so taxpayers are picking up \$1.9?

MR. COLBERT: That is correct.

DR. PURI: All right. Thank you.

MR. COLBERT: Thank you.

DR. PURI: Anybody else wishing to speak on this matter? No one.

PUBLIC HEARING CLOSED

DR. PURI: Commissioners, discussion? Mr. Strodtman.

MR. STRODTMAN: I'll go ahead and start off. You know, I'm planning on supporting this project. You know, I think it's a -- a strong project, well worked between the applicant and the City. You know, I think the developer just showed us the improvements, the off-site improvements and the cost to those, and how much of that is being contributed. And I just compliment the group being able to work that out without being forced to do some type of trip generation tax or something of that nature, so I appreciate doing -- be able to do that. And I definitely love the homes -- I'm glad that that was explained, that the homes are facing Battle as opposed to the traditional picket fences that we see throughout Columbia, so that will be nice. And I think they will be more a part of the community as part of -- as opposed to just, you know, I back up to Battle High School, so I think that -- and the landscaping with the trees between the curb and the sidewalk is positive, so I'm very complimentary to this project and I plan on supporting it.

DR. PURI: Mr. Reichlin?

MR. REICHLIN: Thank you. Well, I plan on supporting this project. It's been a long time coming. There's nothing that makes more sense than having residential near school facilities. It's -- the coexistence of the two seems to be successful in any of the areas I've seen this occur. It's hard to say

what kind of commercial or office we'll have going out there over the years, but, obviously, it's going to save somebody a drive to the St. Charles area and the Lake of the Woods Road area, so it appears to be win-win, to paraphrase Mr. Stanton, and I'm very happy to see it coming to fruition.

DR. PURI: Ms. Burns, go ahead.

MS. BURNS: I have concerns about this project. I would hope that the developers, as they go forth with this, consider what exists out there. I don't think you can use Rock Bridge High School as a benchmark for 25 years of development. Columbia continues to grow and I think this area will grow at a much faster rate than what Rock Bridge and the south area grew. The roundabouts scare me. I want complete consideration of the inexperienced drivers at Battle High School, as well as the hot moments of drop-off and pickup at the elementary school, so I would appreciate some consideration -- the utmost consideration for those issues.

DR. PURI: Ms. Loe?

MS. LOE: I think this project has a lot of potential. I think it's very exciting. It's bringing a lot of elements together. I think a lot of consideration has gone into it. I just -- I've heard some promises tonight, and I hope that consideration continues to pull it together. I think it could be extremely successful if things are done right, and it sounds like thought -- there's some real thought being given to it, so I have high hopes.

DR. PURI: Mr. Lee?

MR. LEE: No.

DR. PURI: Mr. Tillotson?

MR. TILLOTSON: I kind of echo all the things that's been said. I tend to support it. I think it's a good project. I think it will be fun to see over the next several years that we see these faces in front of us again many times, I'm sure, as this project works itself out, so I do intend to support it.

DR. PURI: Mr. Stanton?

MR. STANTON: I'm ready -- (inaudible).

DR. PURI: Can you speak in the mike so she can transcribe?

MR. STANTON: I said I'm ready to put my vote where my mouth is -- or mouth where my vote is, whatever. I'm ready to make a motion on it.

DR. PURI: All right. Then go ahead and make a motion.

MR. STANTON: I move on Case 15-30 that we approve the preliminary plat known as Somerset Village.

MR. STRODTMAN: I think we have to do the --

MS. LOE: We have to do the annexation --

DR. PURI: Annexation needs to be first, the plat is second anyway, so --

MR. STANTON: Oh, yeah. Okay. The annexation of Somerset Village --

DR. PURI: Based on those exceptions that Mr. Zenner said?

MR. STANTON: Right.

DR. PURI: That's a mouthful, Mr. Zenner, with all of the exceptions and the --

MR. ZENNER: Apply it by just saying subject to staff's recommendation.

DR. PURI: Yeah. So let's vote on the annexation first. That's what -- that's the first motion.

MR. REICHLIN: Did we get a second?

MR. STRODTMAN: Do we need a second.

DR. PURI: Yeah. Yeah.

MR. STANTON: I can reword that if this needs to be clear.

DR. PURI: We have a professional secretary here. Who is going to second?

MR. REICHLIN: I'll second the motion.

DR. PURI: Mr. Reichlin second.

MR STRODTMAN: With that compliment, I'll do roll call for Case 14-180.

Roll Call Vote (Voting "yes" is to recommend approval.) Voting Yes: Ms. Burns, Mr. Lee, Ms. Loe, Dr. Puri, Mr. Reichlin, Mr. Stanton, Mr. Strodman, Mr. Tillotson. Motion carries 8-0.

MR. STRODTMAN: The motion for Case 14-180 is approved and will be forwarded to City Council.

DR. PURI: Okay. Next item is going to be the subdivision portion, so Commissioners, anybody with a motion? Mr. Tillotson?

MR. TILLOTSON: I'll motion to approve Case 15-30 with the recommendation of staff and requested variances as articulated in the applicant's variance letter.

DR. PURI: Very well worded, Mr. Tillotson.

MR. STRODTMAN: Second.

DR. PURI: And Mr. Strodman, second?

MR. STRODTMAN: Yes, sir.

DR. PURI: Roll call, please?

MR. STRODTMAN: For Case 15-30.

Roll Call Vote (Voting "yes" is to recommend approval.) Voting Yes: Ms. Burns, Mr. Lee, Ms. Loe, Dr. Puri, Mr. Reichlin, Mr. Stanton, Mr. Strodman, Mr. Tillotson. Motion carries 8-0.

MR. STRODTMAN: Case 15-30, a recommendation for approval will be forwarded to City Council.



COLUMBIA PUBLIC SCHOOLS

Dr. Peter Stiepleman
Superintendent of Schools

Neil C. Aslin Administration Building
1818 W. Worley Street (573) 214-3416
Columbia, Missouri 65203

Linda D. Quinley
Chief Financial Officer & Chief Operations Officer

January 21, 2015

Mr. Patrick Zenner
Development Services Manager
City of Columbia
701 East Broadway
Columbia, MO 65201

Dear Mr. Zenner,

Please accept this letter as a formal support of the request for annexation submitted to the City of Columbia by the St. Charles Road Development Corporation for the Somerset Village (127.81 acre) plat.

The Columbia Public School District has worked with SCRDC and invested extensively on area improvements for many years in anticipation of this annexation. The District is reliant upon the successful annexation of the SCRDC property in order to create the contiguous platting that would then allow annexation of the Battle High School and Battle Elementary School properties. Annexation of our schools is critical in many ways and will provide us with needed connectivity to the City.

We understand and appreciate greatly the work the City Development and other offices have done in order to reach a proposed development agreement with SCRDC on this project.

Again, the District is reliant upon and highly supportive of this request for annexation.

Best regards,

Linda D. Quinley
Chief Financial Officer &
Chief Operations Officer

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