

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

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

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

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

Council Bill No. B 176-12

### **AN ORDINANCE**

authorizing the City Manager to execute an annexation agreement with the Columbia Public School District for property located on the north side of St. Charles Road at Battle Drive, the Battle High School site; directing the City Clerk to have the agreement recorded; and fixing the time when this ordinance shall become effective.

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

SECTION 1. The City Manager is hereby authorized to execute an annexation agreement with the Columbia Public School District for property located on the north side of St. Charles Road at Battle Drive, the Battle High School site. The form and content of the agreement shall be substantially as set forth in "Exhibit A" attached hereto and made a part hereof as fully as if set forth herein verbatim.

SECTION 2. The City Clerk is authorized and directed to have the annexation agreement recorded in the office of the Boone County Recorder of Deeds.

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

PASSED this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

ATTEST:

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

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

APPROVED AS TO FORM:

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

### ANNEXATION AGREEMENT

This agreement entered into this 12th day of December, 2011, between the City of Columbia, Missouri, a municipal corporation (hereinafter "City") and Columbia Public School District, a public corporation (hereinafter "Owner").

The parties agree as follows:

1. Owner represents that it is the sole owner of the following real estate located in Boone County, Missouri:

Tract 1(Battle High School Tract):

A tract of land containing 80.00 acres, more or less, being part of the Northwest Quarter (NW ¼) of Section 1, Township 48 North, Range 12 West, shown and described by Survey recorded in Book 3263, Page 7, Records of Boone County, Missouri.

2. Owner represents that it has executed contracts to purchase the following real estate located in Boone County, Missouri:

TRACT 2(High School Bus Connector):

A TRACT OF LAND LOCATED IN THE WEST HALF OF SECTION 1, TOWNSHIP 48 NORTH, RANGE 12 WEST IN BOONE COUNTY, MISSOURI, AND BEING PART OF THE SURVEY RECORDED IN BOOK 2415, PAGE 86 AND THE WARRANTY DEED RECORDED IN BOOK 2884, PAGE 44, ALL OF THE BOONE COUNTY RECORDS AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF THE SURVEY RECORDED IN BOOK 3263, PAGE 7; THENCE ALONG THE WEST LINE OF SAID SURVEY, S00°05'55"E, 688.68 FEET; THENCE LEAVING SAID LINE ALONG A NON-TANGENT 815.00-FOOT RADIUS CURVE TO THE LEFT, 162.06 FEET, SAID CURVE HAVING A CHORD WHICH BEARS N25°58'10"W, 161.79 FEET; THENCE N31°39'55"W, 200.00 FEET, THENCE ALONG A 715.00-FOOT BEARS N15°50'10"W, 390.07 FEET; THENCE S89°32'20"E, 281.11 FEET TO THE POINT OF BEGINNING AND CONTAINING 2.71 ACRES.

AND ALSO:

A TRACT OF LAND LOCATED IN THE WEST HALF OF SECTION 1, TOWNSHIP 48 NORTH, RANGE 12 WEST IN BOONE COUNTY, MISSOURI AND BEING PART OF THE SURVEY RECORDED IN BOOK 2415, PAGE 86 AND THE WARRANTY DEED RECORDED IN BOOK 2884, PAGE 44, ALL OF THE BOONE COUNTY RECORDS AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF THE SURVEY RECORDED IN BOOK 3263, PAGE 7; THENCE ALONG THE SOUTH LINE OF SAID SURVEY RECORDED IN BOOK 2415, PAGE 86, S79°53'55"W, 70.12 FEET; THENCE LEAVING SAID LINE, N10°06'05"W, 33.00 FEET; THENCE ALONG A NON-TANGENT 30.00-FOOT RADIUS CURVE TO THE LEFT, 41.89 FEET, SAID CURVE HAVING A CHORD WHICH BEARS N39°54'00"E, 38.57 FEET; THENCE N00°05'55"W, 728.84 FEET; THENCE ALONG A 715.00-FOOT RADIUS CURVE TO THE LEFT, 279.00 FEET, SAID CURVE HAVING A CHORD WHICH BEARS N11°16'40"W, 277.23 FEET; THENCE N67°32'40"E, 100.00 FEET; THENCE ALONG A NON-TANGENT 815.00-FOOT RADIUS CURVE TO THE RIGHT, 31.06 FEET, SAID CURVE HAVING A CHORD WHICH BEARS S21°21'50"E, 31.05 FEET TO A POINT ON THE WEST LINE OF THE SURVEY RECORDED IN BOOK 3263, PAGE 7; THENCE ALONG SAID LINE, S00°05'55"E, 1059.77 FEET TO THE POINT OF BEGINNING AND CONTAINING 1.39 ACRES.

TRACT 3 (Elementary School Site)

A TRACT OF LAND LOCATED IN THE WEST HALF OF SECTION 1, TOWNSHIP 48 NORTH, RANGE 12 WEST IN BOONE COUNTY, MISSOURI, AND BEING PART OF THE SURVEY RECORDED IN BOOK 2415, PAGE 86 AND THE WARRANTY DEED RECORDED IN BOOK 2884, PAGE 44, ALL OF THE BOONE COUNTY RECORDS AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE SURVEY RECORDED IN BOOK 3263, PAGE 7; THENCE N89°32'05"W, 281.11 FEET TO A POINT ON THE FUTURE RIGHT-OF-WAY OF BATTLE AVENUE; THENCE ALONG SAID FUTURE RIGHT-OF-WAY LINE, N00°29'40"E, 70.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID FUTURE RIGHT-OF-WAY LINE, N00°29'40"E, 1184.39 FEET TO A POINT ON THE NORTH LINE OF SECTION 1; THENCE ALONG SAID SECTION LINE, S89°32'20"E, 1177.13 FEET; THENCE LEAVING SAID SECTION LINE, S00°27'55"W, 1184.48 FEET; THENCE N89°32'05"W, 1177.74 FEET TO THE POINT OF BEGINNING AND CONTAINING 32.02 ACRES.

THIS TRACT WILL BE PLATTED IN ITS ENTIRETY ON A FUTURE PLAT FOR SOMERSET VILLAGE

3. For purposes of this Agreement, the real estate described in paragraphs 1 and 2 above shall be hereinafter referred to as "Owner's Property."

4. City shall allow Owner to connect sanitary sewer lines serving Owner's property to

the City's sanitary sewer system. Owner shall make this connection at its expense. Owner shall obtain all necessary permits for the sewer connection and pay all fees required to connect to the City's sewer system, said fees not to exceed Forty Thousand and 00/100 Dollars (\$40,000.00). Owner shall become a sewer customer of the City and shall pay all sewer fees and charges established by the City.

5. All sewer lines and appurtenances serving Owner's property shall be located within standard sewer easements dedicated to the public use and constructed in compliance with City regulations and standards. Construction of the sewer lines and appurtenances shall be inspected by the City as though the property were within the City limits and shall be subject to City approval. The sewer lines and appurtenances shall be deeded to the City after they have been constructed and pass City inspection.

6. Sewer lines serving property other than Owner's property shall not be connected to the sewer lines serving Owner's property without the City's consent.

7. All development and construction on Owner's property shall conform to all City ordinances and standards as though the property were within the City limits. Construction of all sanitary sewers, storm sewers, streets, sidewalks, buildings and other structures on Owner's property shall be inspected by the City as though the property were within the City limits. All sanitary sewers, storm sewers, streets and sidewalks shall be dedicated to the public use.

8. Preliminary and final plats of the subdivision of Owner's property must be prepared in accordance with the City Subdivision Code. All such plats shall be submitted to the City's Director of Community Development for staff review and City Council approval prior to any action taken on the plats by the Boone County Commission.

9. If any conflict exists between a County regulation and a City regulation, Owner, to the extent required by law, shall follow the County regulation. Owner acknowledges that no conflict is involved where a City regulation imposes a more stringent minimum requirement than a corresponding County regulation and where the City imposes regulations that are not imposed by the County.

10. The City address numbering plan shall be complied with in connection with the development of Owner's property.

11. To the extent allowed by law, City may annex Owner's property into the City, without further action of the Owner, after Owner's property becomes contiguous to the corporate limits of the City.

12. Owner irrevocably appoints the City Manager of Columbia, Missouri, as its attorney-in-fact for the sole purpose of presenting a verified petition requesting annexation of Owner's property to the City Council of Columbia, Missouri. The City Manager may exercise this power of attorney at any time after Owner's property becomes contiguous to the corporate limits of the City.

13. If requested by the City Manager, Owner shall, within such time as specified by the City Manager, submit a verified petition requesting annexation of Owner's property to the Director of Community Development for presentation to the City Council of Columbia, Missouri. The City Manager may request Owner to present an annexation petition at any time after Owner's property becomes contiguous to the corporate limits of the City. The provisions of this paragraph shall be enforceable by specific performance.

14. Owner agrees not to take any action to oppose any annexation initiated by the City which includes Owner's property. Owner agrees not to take any action to oppose any annexation initiated by the City or by any property owner which includes any property lying between Owner's property and the City limits.

15. Owner shall give a copy of this agreement to each person who buys all or a portion of Owner's property.

16. If Owner fails to comply with any of the provisions of this agreement, City may terminate sewer service to Owner's property and disconnect the sewer lines serving Owner's property from the City's sanitary sewer system. City shall give Owner six (6) months prior written notice of its intent to terminate sewer service.

17. This agreement is not intended to confer any rights or remedies on any person other than the parties.

18. The benefits and burdens of this agreement are intended to attach to and run with the land and shall be binding on and inure to the benefit of the parties and their respective legal representatives, successors, heirs and assigns. All persons claiming under the parties shall conform to and observe the provisions of this agreement.

19. The City shall record this agreement in the office of the Boone County Recorder of Deeds.

[SIGNATURES ON FOLLOWING PAGES]

CITY OF COLUMBIA, MISSOURI

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COLUMBIA PUBLIC SCHOOL DISTRICT

By: Nick D. Boren

Nick D. Boren

(Print Name)

Title: Deputy Superintendent

ATTEST:

Janet L. Rupp

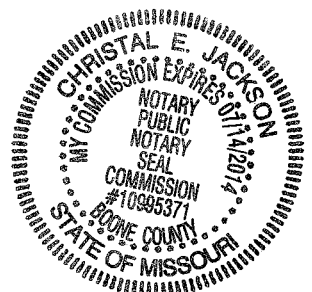
STATE OF MISSOURI     )  
                                      ) ss  
COUNTY OF BOONE     )

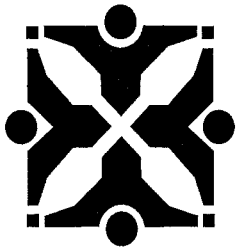
On this 12 day of December, 2011, before me appeared Nick Boren to me personally known, who, being by me duly sworn, did say that they are the Deputy Superintendent of the Columbia Public School District, and that the seal affixed to the foregoing instrument is the corporate seal of the corporation and that the instrument was signed and sealed in behalf of the corporation by authority of its board of directors and they acknowledged the instrument to be the free act and deed of the corporation.

IN TESTIMONY WHEREOF, I have hereunto set by hand and affixed my official seal, at my office in Columbia, Boone County, Missouri, the day and year first above written.

Christal Jackson  
Notary Public

My commission expires: July 14 2014






Source: Community Development - Planning 

Agenda Item No:

To: City Council

From: City Manager and Staff 

Council Meeting Date: July 16, 2012

Re: Columbia Public Schools Annexation Agreement - Battle High School site

#### **EXECUTIVE SUMMARY:**

Attached for Council consideration is an annexation agreement that would allow the City of Columbia to annex approximately 80 acres of property owned by Columbia Public Schools when the tract becomes contiguous to the City. The subject property is located on the north side of St. Charles Road at Battle Drive and includes the sites of Battle High School site.

#### **DISCUSSION:**

The Law Department prepared an annexation agreement in response to the school district's request for wastewater collection and treatment service. According to a 2010 Cooperative Agreement with Boone County Regional Sewer District, the CPS owned tract is within an area to be served by the City (i.e., the school will be a city sewer customer). The Cooperative Agreement apportions the \$1.3 million capital cost of the Grindstone Creek Upper North Fork trunk sewer between the BCRSD and the City of Columbia and apportions the 3,000 acre+ sewer service area into City and BCRSD customer areas. The annexation agreement provides that CPS will pay a connection charge, not to exceed \$40,000, for connection to the public sewer as well as pay the required user fees.

In contrast to recent agreements approved by Council for North Battleground and Somerset Village, the agreement with CPS follows all of the provisions of the 1998 annexation policy resolution. The other future annexations are future developments that must enter the Boone County development review process. They were allowed a more streamlined process of review. The school tract must follow all City as well as Boone County ordinances and procedures during the interval in which the tract is outside the City limits. It should be emphasized that preliminary plats of subdivision, construction plan review, and building and site construction for Battle High School have been handled by Boone County and substantial construction has already taken place under County jurisdiction. Though the agreement provides that subdivision of the tract conform to City ordinances, the property has been subdivided through the Boone County process with City staff participating in the technical review. Columbia Public Schools agreed to design and construct the High School site in conformance with the City storm water ordinance, as the project was initiated prior to Boone County approval of its storm water ordinance. Going forward any additional development on the site will be subject to City development ordinances.

Annexation makes sense as follow-up to the City's investments in the area which include Lake of the Woods Park, the more recent acquisition of a 30-acres tract for City park land north of the school site, and the extension of the Grindstone Creek Upper North Fork trunk sewer in collaboration with BCRSD. The City is also better equipped to provide a range of services to an urbanizing area.

#### **FISCAL IMPACT:**

There is no fiscal impact associated with the processing of this annexation agreement; however, there will be fiscal impacts of public school development and private development in the vicinity as the St. Charles Road area is opened up to City sewer service and as the City extends general municipal services to the several properties under annexation agreements once they become contiguous to the City limits.

Columbia Public Schools, though exempt from real estate taxes, will pay the aforementioned wastewater rates, plus payment in lieu of taxes and user fees. The school district and property sellers have also borne the initial capital expense for development-related traffic improvements, including construction of Battle Avenue as a three-lane roadway including curb and gutter and sidewalks; a traffic signal and left turn lane at St. Charles and Battle Drive; additional turn lanes on St. Charles at the main entrance; and sidewalk along the front of the property.

On the cost side there will be fiscal impacts associated with roadway improvement, maintenance, and public safety. The pace and pattern of these impacts is not precisely known at this time as they will depend upon the timing and location of additional development, dwelling sizes and types, other land uses, and site planning and design of infrastructure.

To address impacts of the CPS tract and others, Boone County officials have led a wider transportation planning process that will begin to address cumulative impacts of development on the transportation system in the northeast area. Review of development in the vicinity by both jurisdictions is guided by the Northeast Area Plan. The County has engaged MoDOT officials in plans to resurface the Route Z overpass. The collaborative process with the County will seek to identify the critical components of transportation infrastructure that need to be brought on line as development is proposed in the Northeast Area.

**VISION IMPACT:**

<http://www.gocolumbiainmo.com/Council/Meetings/visionimpact.php>

5.1 Goal: We envision a community with a well planned, proactive growth strategy that addresses the manner in which infrastructure (including but not limited to roads, utilities and other common facilities used by the community) is developed and maintained, that offers a fair and balanced approach regarding how payment for infrastructure is shared, that offers flexibility to accommodate change, and that provides coordination among all potential stakeholders.

10.1.9 Strategy: Increase collaboration and coordination between the City and the County.

**SUGGESTED COUNCIL ACTIONS:**

**Approval of the annexation agreement**

<b>FISCAL and VISION NOTES:</b>					
<b>City Fiscal Impact</b> Enter all that apply		<b>Program Impact</b>		<b>Mandates</b>	
City's current net FY cost	\$0.00	New Program/ Agency?		Federal or State mandated?	
Amount of funds already appropriated	\$0.00	Duplicates/Expands an existing program?		<b>Vision Implementation impact</b>	
Amount of budget amendment needed	\$0.00	Fiscal Impact on any local political subdivision?		Enter all that apply: Refer to Web site	
Estimated 2 year net costs:		<b>Resources Required</b>		Vision Impact?	
One Time	\$0.00	Requires add'l FTE Personnel?		Primary Vision, Strategy and/or Goal Item #	
Operating/ Ongoing	\$0.00	Requires add'l facilities?		Secondary Vision, Strategy and/or Goal Item #	
		Requires add'l capital equipment?		Fiscal year implementation Task #	



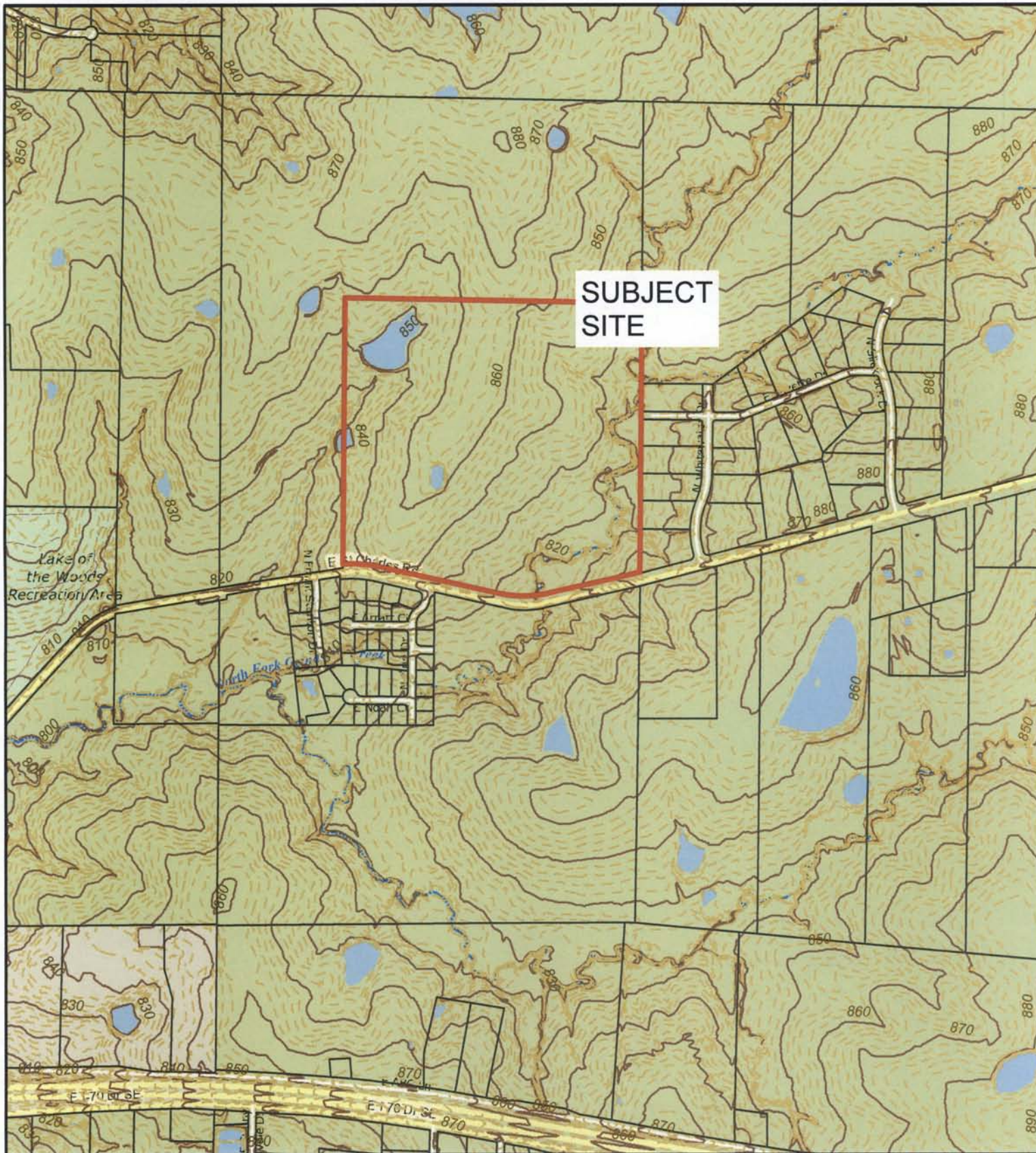
**Columbia Public Schools**  
**Case 12-107 Annexation Agreement**



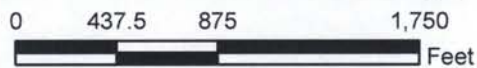
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Feet

1 inch represents 600 feet





# Columbia Public Schools Case 12-107 Annexation Agreement



1 inch represents 600 feet

