AGENDA REPORT
PLANNING AND ZONING COMMISSION MEETING
February 9, 2012

SUMMARY

A request by MDS Real Estate Associates, LLC (owner) to amend the C-P (Planned Commercial) Statement of Intent (SOI) governing the allowed uses on lots 101-104, 107-108 and 111-112 of Crosscreek Center Development containing approximately 25 acres. The property is located east of U.S. Highway 63 on the north and south sides of Stadium Boulevard. (Case # 12-003)

REQUESTED ZONING

Amendment of the C-P (Planned Business District) Statement of Intent (SOI) to include Hotels/Motels as an allowed use on lots 101-104, 107-108, and 111-112, with the following development restrictions identified in the applicant's Statement of Intent:

a. Proposed uses	See attached
b. Maximum gross building floor area	580,000*/450,000**
c. Maximum building height	96 feet*/70 feet**
d. Minimum maintained open space (% of total site)	15%/lot and 28% aggregate

NOTES:

* - Allowed GFA and building height provided no automobile dealership is constructed on Lot 110
** - Allowed GFA and building height if an automobile dealership is constructed on Lot 110

DISCUSSION

This request is being submitted to amend the Statement of Intent (SOI) for several lots within the Crosscreek Center Development. This project has been subject of several rezoning requests within the previous 8 years. A portion of the site was zoned C-P in 2004 (Case 31-Z-04) and 2006 (Case 21-Z-06) with a final comprehensive rezoning to C-P with a development plan in 2008 (Case 08-59). In each subsequent zoning action the requirements and restrictions associated with improvement on the subject property became increasingly stringent.

Prior to approving the most current SOI and development plan for the subject property, the developers and adjacent property owners engaged in facilitated mediation sessions to arrive at a series of mutually acceptable conditions for development of certain tracts within the overall project, most specifically lot 110. As part of the mediation process, a

series of permitted and excluded uses, signage, lighting, landscaping, and design standards was developed and agreed upon.

At present, no lots have been improved within the development; however, several have been sold (lots 105, 106, 109, and 110). At this time, MDS Real Estate Investors, LLC (current owner) of the remaining lots desires to sell lots 103 and 104 for the purposes of constructing a hotel. As part of due diligence research, it was identified that the SOI and approving ordinance for the development contained a conflict on the where hotels/motels within the Crosscreek Center Development could be constructed.

The submitted SOI that was attached to the approved ordinance indicated that hotels/motels would be allowed uses throughout the development. Whereas Section 2 of the approving ordinance (Ord. # 20013) listed hotels/motels as an excluded use except on lots 109 and 110. The City Counselor and staff have reviewed the Council meeting minutes surrounding this exclusion and were unsuccessful in identifying any public record statements explaining why the change was made.

Based on this conflict, the City Counselor has instructed the applicant and staff to process the request to amend the SOI like any other rezoning or planned district amendment - hence the purpose this application.

The subject sites are located in an existing commercial development. Hotels/motels were previously permitted within the SOI approved in as part of the 2006 C-P rezoning request and later restricted to lots 109 and 110 the property was comprehensively rezoned in 2008 as explained above.

This application only seeks to amend the uses permitted on lots 101-104, 107-108, and 111-112 (for which site plans are not approved). Not unlike the rezoning request in 2006, this application only seeks to add hotels/motels to the use list – a use included in the 2008 SOI that apparently was agreed to during the mediation process leading up to the approval of the 2008 comprehensive rezoning and development plan approval for the overall development

The applicant has met with the affected neighborhood associations who engaged in the mediation sessions and secured a signed affidavit indicating support of the propose revision to the SOI (see attached).

Based on the location of this development, its surrounding land uses, and the other development restrictions called out in the SOI, staff does not see issue with amending the proposed use list. Hotels/motels within this development are believed to be a logical land use. Furthermore, this proposed change in the SOI is not for speculative purposes, but rather to address an immediate need for development. Staff is in receipt of development plans for the hotel proposed on lots 103 and 104; however, permit issuance is contingent on the outcome of this amendment request.

STAFF RECOMMENDATION

Approval of the requested amendment to the Statement of Intent (SOI) to allow hotels/motels on lots 101-104, 107-108, and 111-112 of the Crosscreek Center Development.

SUPPORTING DOCUMENTS

1. Rezoning Application/Statement of Intent
2. Case # 08-59 Council minutes, Ordinance #20013,
3. C-P plan, amended 2009
4. Affidavit of support for hotel/motels

SITE CHARACTERISTICS

Area (acres)	+/- 25 acres (8 total lots)
Address	N/A
Topography	Sloping to the southeast
Vegetation	None north of Stadium Boulevard, wooded along Grindstone Creek
Watershed	Grindstone

SITE HISTORY

Annexation date	1969
Initial zoning designation	A-1
Previous rezoning requests	**31-Z-04** (A-1 to C-P eastern 41.83 ac) – approved **48-Z-05** (A-1 to C-P western 12.67 ac) – withdrawn **21-Z-06** (A-1 to C-P {12.67 ac} & C-P SOI amendment to 41.83 ac) – approved **08-59** (A-1 to C-P MoDOT right-of-way , C-P SOI amendment, and development plan) - approved
Land Use Plan designation	Neighborhoods (north of Stadium) & Employment District (south of Stadium)
Existing use(s)	Vacant
Existing zoning	C-P

SURROUNDING LAND USES

Orientation from site	Zoning District	Land use
North	A-1	Residential (1 single-family home)
South	M-C	Lemone Industrial Park
East	A-1	Vacant
West	C-3, R-1	Hwy 63 (immediate) & commercial/residential west of highway

UTILITIES & SERVICES

Sanitary Sewer	City Services
Water	
Electric	
Fire Protection	

ACCESS

Stadium Boulevard	
Location	Middle of site
Major Roadway Plan classification	Expressway
Capital Improvement Program projects	Description: None

Cinnamon Hill Lane	
Location	East central (access to lots 101-108)
Major Roadway Plan classification	Local non-residential
Capital Improvement Program projects	Description: None

McGuire Boulevard	
Location	Southeast (access to lots 111-112)
Major Roadway Plan classification	Local non-residential
Capital Improvement Program projects	Description: None

PARKS & RECREATION

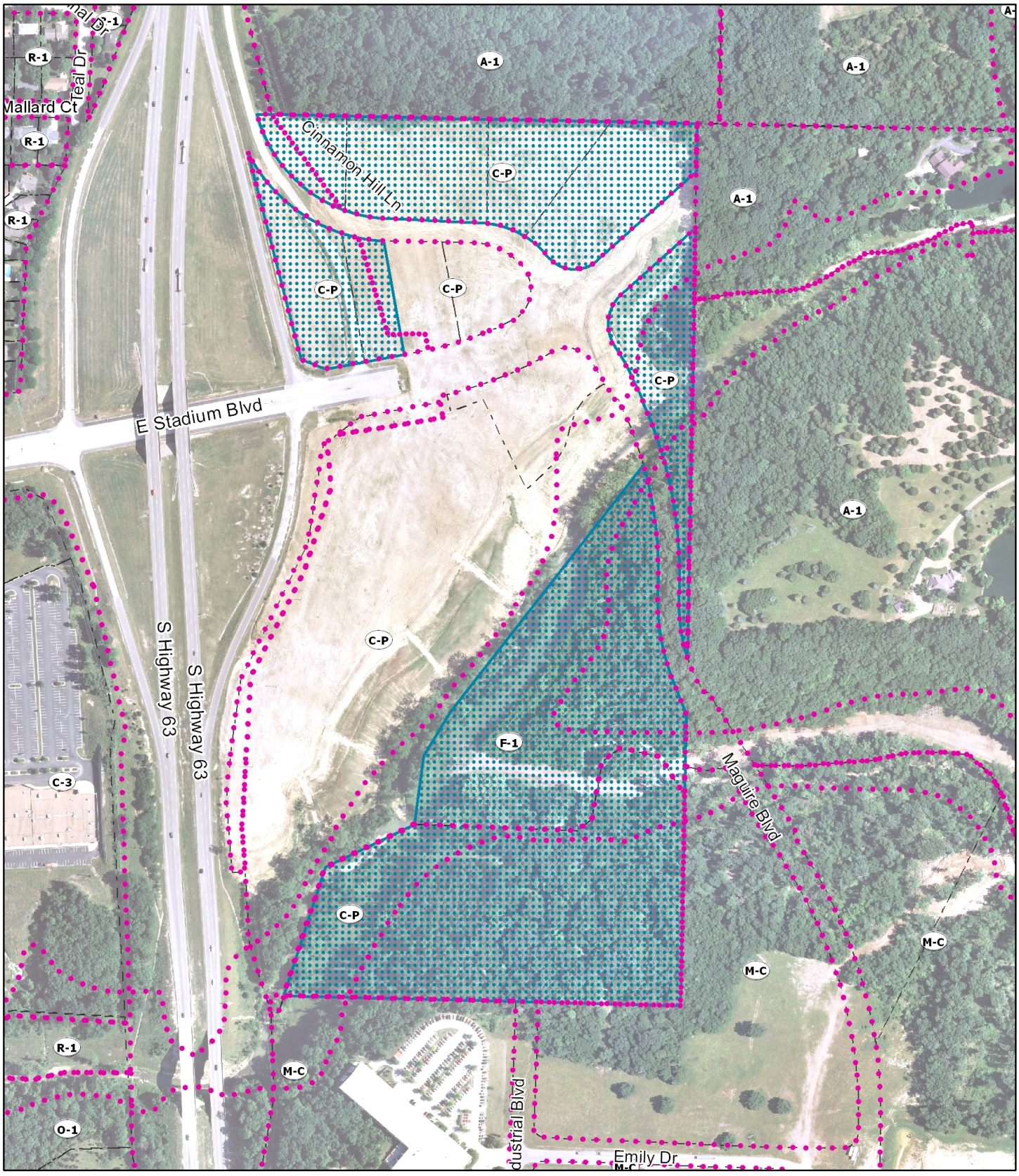
2009 Neighborhood Parks Plan	Existing park service area. Closest park is Shepard Park
2009 Trails Plan	Trail easement provided along Grindstone Creek south of Stadium Boulevard
Bicycle/Pedestrian Network Plan	Urban Trail/Pedway. Stripped bike lands on Stadium Boulevard

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 by postcard of a public information meeting, which was held on January 17, 2012

Public information meeting recap	Number of attendees: 5 Comments/concerns: Concern regarding possible access to the Lamb property to the north.
Neighborhood Association(s) notified	Shepard Boulevard
Correspondence received	None

Report prepared by_____ Approved by_____



Crosscreek Center
Case 12-003 C-P Plan Amendment

0 125 250 500
Feet

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W E
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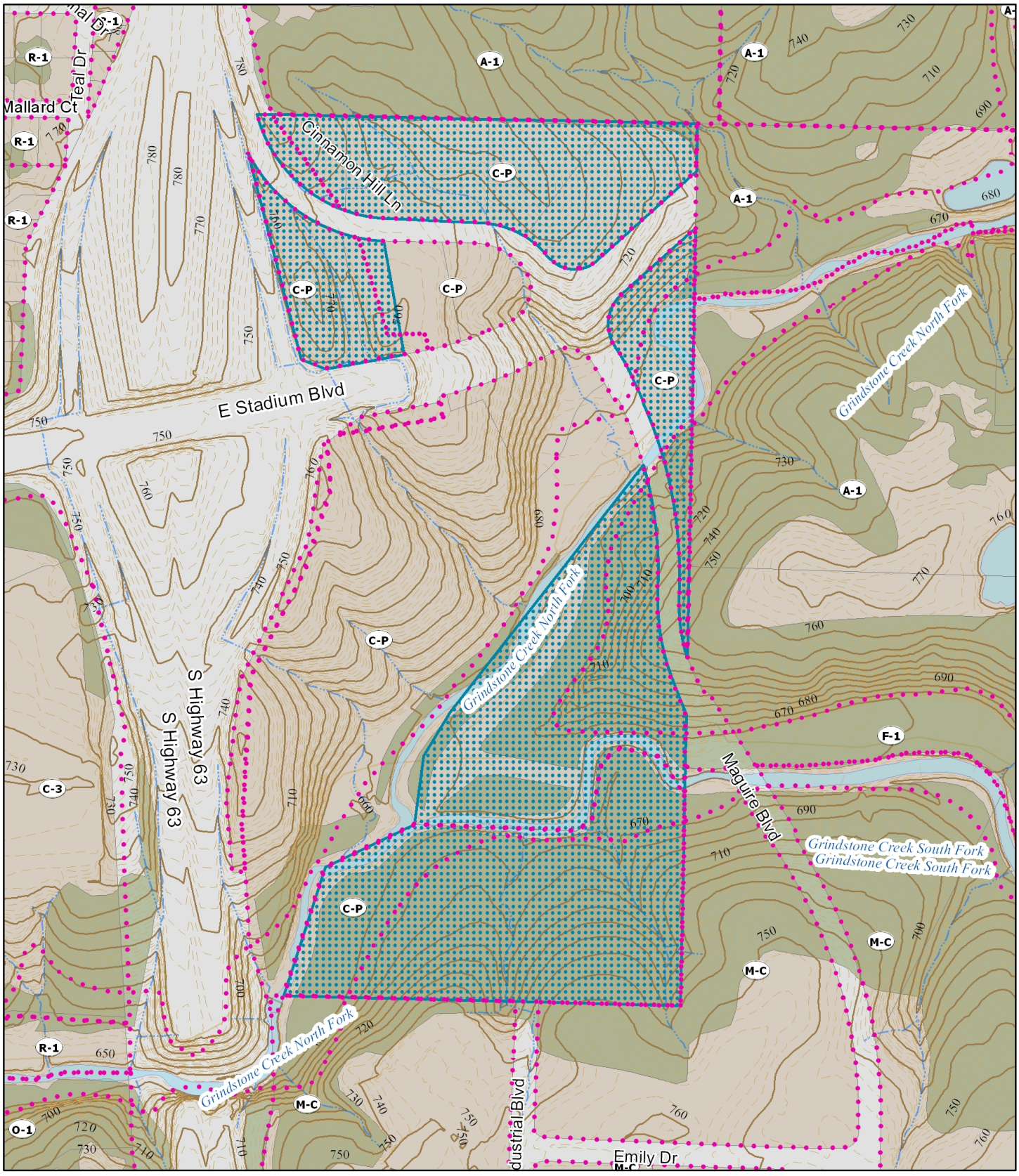
Aerial Image 2007

1 inch represents 400 feet



Crosscreek Center
Case 12-003 C-P Plan Amendment

0 125 250 500
Feet

1 inch represents 400 feet
Contour Interval: 2 feet

N
W E
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VAN MATRE, HARRISON, HOLLIS, AND TAYLOR, P.C.

A PROFESSIONAL CORPORATION

ATTORNEYS AND COUNSELORS AT LAW

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EVERETT S. VAN MATRE
(1922-1998)

*ADMITTED IN MISSOURI AND ILLINOIS

January 3, 2012

Tim Teddy
Director of Planning and Development
City of Columbia
701 E. Broadway
Columbia, MO 65201
Via Hand Delivery

Re: Re-zoning Application / MDS Real Estate Associates, L.L.C. / Request for rezoning to C-P certain property located East of Highway 63, and North of South of Stadium Boulevard (extended) in Columbia, Missouri

Dear Mr. Teddy:

We represent MDS Real Estate Associates, L.L.C. (the "Company"), owner of the property mentioned above. On behalf of the Company, please find enclosed an application for re-zoning this property.

Also enclosed are my firm's checks in the amounts of $1,000.00 and $110.00 which we understand to be the processing and advertising fees, respectively, for this application. If additional fees are required in connection with this application, please let me know as soon as possible. Finally, contemporaneous with the filing of the application enclosed herewith, I will be emailing you an "editable copy" of the legal description of the Applicant's property.

Please understand that, as described in the Application, the Company has two of the affected lots under contract, with the closing contingent upon this re-zoning. Therefore, I request that you contact me as soon as possible if some aspect of this application is incomplete or insufficient. Otherwise, once this matter has been scheduled before the Planning and Zoning Commission, please let me know the schedule for meetings and hearings concerning this application. Thank you for your prompt attention to this matter.

Very truly yours,

VAN MATRE, HARRISON, HOLLIS, AND TAYLOR, P.C.

By: _____
Craig A. Van Matre

Enclosures

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APPLICATION FOR THE PERMANENT REZONING OF PROPERTY

The following constitutes an Application by MDS Real Estate Associates L.L.C., a Missouri limited liability company (the "Company") for the permanent rezoning of the below-described real estate (the "Property"), located in the city of Columbia, Boone County, Missouri. This Application requests that the Property, already zoned C-P pursuant to Section 109-418; Ordinance 20013 (the "2008 Ordinance"), be rezoned C-P using the **same** Statement of Intent that was attached to and incorporated into the 2008 Ordinance (the "2008 Statement of Intent"), **but** with the language of the zoning ordinance amended to **conform** to – and permit all of the same uses as – the 2008 Statement of Intent.

In connection with this Application, the following information is hereby submitted:

1. **General Location of Property:** The Property consists of eight (8) lots (Lot Nos. 101-104, 107-108, and 111-112), together with the un-platted land, which were included within the "Crosscreek Center Development" approved by the City Council and zoned C-P in the 2008 Ordinance. The Crosscreek Center Development is located north and south of Stadium Boulevard (extended), State Route 740, on the East Side of State Highway 63. In this regard:

   a. Attached hereto as "Exhibit A" is the legal description of the Property.

   b. Attached hereto as "Exhibit B" is an aerial photo showing the Property and lack of existing structures thereon.

   c. Attached hereto as "Exhibit C" is a location map showing the current zoning of the Property.

   d. Attached hereto as "Exhibit D" is the Plat, recorded on May 6, 2008, in Plat Book 42, Page 22, of the Records of Boone County, which shows a surveyor sealed description of the eight (8) platted parcels which comprise a portion of the Property.

   e. Attached hereto as "Exhibit E" is the first page of the Crosscreek Center C-P Development Plan, dated June 26, 2008 (the "Approved Development Plan"), which was approved by the City Council in the 2008 Ordinance and which shows a surveyor sealed description of both the eight (8) platted parcels and the un-platted parcel which, together, comprise the Property.

2. **Property Owner:** The Company acquired the Property through a foreclosure sale on July 20, 2011. The Trustee's Deed which was issued and recorded as a result of that sale is attached hereto as "Exhibit F." The Property previously was owned by Stadium 63 Properties, L.L.C. (the "Developer"), which owned all of the land included in the Approved Development Plan at the time the 2008 Ordinance was enacted. Accordingly, the Company's Property consists of the entire Crosscreek Center Development, **except** for the following parcels which were transferred by the Developer **after** the 2008 Ordinance, but **prior** to the foreclosure sale on July 20, 2011:

a. Lot 105, which was transferred to First National Bank and Trust Company by warranty deed recorded on September 9, 2008, at Book 3373, Page 5, in the records of Boone County;

b. Lot 106, which was transferred to the CPD Revocable Trust by warranty deed recorded on March 17, 2009, at Book 3451, Page 9, in the records of Boone County;

c. Lot 109, which was transferred to MFA Oil Company, a Missouri marketing cooperative, by warranty deed recorded on February 25, 2009, at Book 3438, Page 20, in the records of Boone County;

d. Lot 110, which was transferred to G2 Enterprises, L.L.C., by warranty deed recorded on January 26, 2009, at Book 3416, Page 117, in the records of Boone County; and

e. Land transferred to the State of Missouri, Highways and Transportation Commission, by warranty deed recorded on November 21, 2008, at Book 3396, Page 70, in the records of Boone County.

3. **Present Zoning:** The Property is zoned C-P pursuant to the 2008 Ordinance (Section 109-418; Ordinance 20013). However, the language of the main body of the 2008 Ordinance differs from, and even appears to contradict, the language of the 2008 Statement of Intent that was attached to and incorporated into the 2008 Ordinance. Specifically, the main body of the 2008 Ordinance provides that all uses permitted in C-3 Districts will be allowed in the Crosscreek Development except for those uses specifically listed in the Ordinance. The 2008 Ordinance then sets out a lengthy list of prohibited uses, including: "***Hotels, except on Lots 109 and 110 (Lot references are to the C-P Development Plan approved in Section 5).***" However, the 2008 Ordinance also approves the 2008 Statement of Intent and "incorporates" it – and its purportedly exclusive list of prohibited uses which nowhere prohibits "hotels" – into the same ordinance. Therefore, one part of the 2008 Ordinance appears to prohibit "hotels" (except on Lots 109 and 110), and another part of the same ordinance permits "hotels" without restriction. The Company seeks to re-zone the Property in order to resolve this ambiguity in favor of the 2008 Statement of Intent, which permits "hotels" anywhere in the Crosscreek Development.

Resolving the ambiguity in the 2008 Ordinance in favor of the 2008 Statement of Intent is faithful to the intent of every interested party involved in the 2008 re-zoning process. The Crosscreek Development was zoned C-P in three separate stages. The first (or "eastern") parcel was zoned C-P in 2004, and the 2004 Ordinance (Section 105-607, Section 18310) expressly prohibited "hotels" in this "eastern" parcel. The second (or "western") parcel, which lies nearer to Highway 63, was zoned C-P in 2006. Adopted following Council debate specifically on the question of whether to permit "hotels," the 2006 Ordinance (Section 107-528, Section 19170) permitted "hotels" in the "western" parcel near the highway, but left the 2004 prohibition of "hotels" in place for the "eastern" parcel. Finally, in 2008, the State deeded to the Developer approximately five (5) acres of unused right-of-way directly alongside Highway 63, which land the Developer sought to include in the Crosscreek Development C-P. But, at the same time, the Developer sought to repeal the 2004 and 2006 ordinances and impose a new (and uniform) list of permitted uses applicable to both the "eastern" and "western" parcels (as well as the new acreage received from the State). Among other changes, the Developers sought to add a provision

allowing a car dealership on Lot 110 (which previously had been excluded throughout the Development), and a provision to limit "hotels" to Lots 109 and 110 (which previously had been allowed throughout the property zoned C-P in 2006. This re-zoning bill (B16-08A) met with opposition from many of those involved in the 2004 and 2006 zoning processes, and it was defeated by the City Council on March 3, 2008.

Following the failure of the re-zoning application in March 2008, the Developer engaged in a mediation process with interested neighborhood associations in an effort to bring uniformity to the Crosscreek Development and to create a consensus for the Development's future. This mediation resulted in an Agreement, pursuant to which the Developer made extensive changes to the Statement of Intent that the Council had rejected in March 2008, as well as to the Conditions, Covenants and Easements that would bind the owners of land within the Development. When this new Statement of Intent was presented to the Planning and Zoning Commission on July 10, 2008, the staff report emphasized that the new Statement was the result of the mediation process and agreement, referenced the fact that the Statement of Intent would establish one list of permitted uses that would apply throughout the Development unless expressly limited in the Statement of Intent itself, and recommended that the new Statement be approved,. Nothing in the Mediation Agreement or the new Statement of Intent purported to prohibit or limit the use of "hotels" anywhere in Crosscreek Development.

On August 18, 2008, when Planning and Zoning's recommendation to approve the re-zoning of the Crosscreek Development went before the City Council, the Statement of Intent was again identified as a result of the Mediation Agreement between the interested parties, and it was again emphasized that the uses permitted by the Statement of Intent would apply throughout the Development unless the Statement of Intent expressly provided otherwise. With the Developer, the Council, and the neighbors all focused on the agreed-upon 2008 Statement of Intent as the controlling list of prohibited uses, apparently no one noticed that the main body of the proposed ordinance contained a remnant from the defeated re-zoning bill (B16-08A) which restricted "hotels" to Lots 109 and 110, and which thus contradicted the 2008 Statement of Intent that the parties had so carefully negotiated and that the Council expressly sought to ratify and implement.

4. **Requested Zoning:** As a result of the foregoing, the Company hereby requests the Property be re-zoned C-P using the **same** 2008 Statement of Intent that was attached to and incorporated into the 2008 Ordinance, **but** respectfully requests that the language of the zoning ordinance be amended to **conform** to – and thus permit all of the same uses as – the 2008 Statement of Intent. In order to accomplish this, and thereby remove the ambiguity discussed above, the Council need only remove from the list of prohibited C-3 uses in the main body of the 2008 Ordinance the following item: "***Hotels, except on Lots 109 and 110 (Lot references are to the C-P Development Plan approved in Section 5).***" This prohibition does not appear in the 2008 Statement of Intent, it was never negotiated or agreed to by the Developer or the neighborhood associations involved in the 2008 mediation, and it was never expressly discussed or voted upon by the Planning and Zoning Commission or the City Council in their respective deliberations in 2008. Accordingly, the Company believes that this re-zoning will effectuate the intent of the 2008 re-zoning process more accurately than does the current language of the 2008 Ordinance.

5. **Present and Past Use of the Property**: The Property is undeveloped. However, all infrastructure improvements and utility work have been completed and the Development is poised to emerge as a leading example of how Columbia will be able to grow its way out of the current economic down-turn. Lots 103 and 104 are under contract to an entity (the "Buyer") that is ready, willing and able to begin constructing a 100+ room hotel on the combined lots in the Spring of 2012. Other lots sales are likely if and when such construction begins. However, the Company has agreed as part of the sale of Lots 103 and 104 to Buyer that the Company will not allow hotels to be constructed on any of its remaining lots. Therefore, if approved, the re-zoning sought by the Company will result in a single hotel on the Property, located on Lots 103 and 104.

In December of 2011, the Company and the Buyer met with representatives from those neighborhood associations which were involved in the 2008 mediation and which agreed that the 2008 Statement of Intent would be the touchstone of the 2008 re-zoning. These neighborhood associations **support** the Buyer's plans to construct a hotel on Lots 103 and 104 of Crosscreek Development. More important, these neighborhood associations **agree** that this project does not violate the terms or intent of the 2008 Mediation Agreement (or the 2008 Statement of Intent which the parties negotiated and agreed to as part of that process), and they **confirm** that it was never their purpose or intent to have the 2008 Statement of Intent prohibit hotels on Lots 103 and 104. Their support, agreement and confirmation are memorialized in a Memorandum of Understanding by and between MDS Real Estate Associates, LLC, Timberhill Road Neighborhood Association (a/k/a Shepard Hills Improvement Association), and Shepard Boulevard Neighborhood Association. A copy of this Memorandum of Agreement is attached hereto as "Exhibit G."

6. **Columbia Land Use Designation:** The Property is presently designated in the City of Columbia's Metro 2020 Land Use Plan as being appropriate for "neighborhoods" and an "employment district." As described above, however, in 2004, 2006 and 2008, the City Council zoned the Property (and the remainder of Crosscreek Development) as C-P.

7. **Completeness of Submission:** To the best of the knowledge and belief of the undersigned, this zoning request is complete and meets all requirements of the City's ordinances. However, if additional information is needed, or has been inadvertently or mistakenly omitted, please advise and we will promptly furnish it to you.

8. **Adjacent Property Owners:** The Company understands that the City's staff will determine the names and addresses of all property owners who own real estate within a distance of 185 feet of the boundaries of the Property and will thereafter notify them in accordance with the City's ordinances. If the Company can assist in this process, please do not hesitate to let us know.

9. **Filing Fee:** Attached hereto are checks in the amounts of $1,000.00 and $110.00 which, because the Property includes more than twenty (20) acres, we understand to be the requisite processing and advertising fees for this Application. If additional fees are required in connection with this application, please let us know as quickly as possible.

10. **Hearing Before Planning and Zoning Commission:** When this matter is scheduled before the Planning and Zoning Commission, please duly advertise this hearing in the manner required by the City's ordinances. When this has been scheduled and accomplished, please let us know.

Thank you for your attention to this matter.

Craig A. Van Matre, Attorney for the Applicant/Owner,
MDS Real Estate Associates, L.L.C.

020013

Permanent Record
Filed in Clerk's Office

Introduced by Janku

First Reading 8-4-08 Second Reading 8-18-08

Ordinance No. 020013 Council Bill No. B 228-08

AN ORDINANCE

rezoning property located along the east side of U.S. Highway 63, on both sides of Stadium Boulevard (State Route 740) from District A-1 to District C-P (Planned Business District); changing the uses allowed on C-P zoned property located on the east side of U.S. Highway 63, on both sides of Stadium Boulevard; repealing all conflicting ordinances or parts of ordinances; approving a revised statement of intent; approving the Crosscreek Center C-P development plan; approving less stringent screening requirements; 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 Zoning District Map established and adopted by Section 29-4 of the Code of Ordinances of the City of Columbia, Missouri, is amended so that the following property:

THREE TRACTS OF LAND LOCATED IN THE NORTHEAST QUARTER OF SECTION 20 LYING EAST OF US HIGHWAY 63 AND NORTH AND SOUTH OF MISSOURI STATE ROUTE 740 (STADIUM BOULEVARD), TOWNSHIP 48 NORTH, RANGE 12 WEST, CITY OF COLUMBIA, BOONE COUNTY MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

TRACT 1
TRACT 1 AS DESCRIBED BY A QUIT-CLAIM DEED RECORDED IN BOOK 3301, PAGE 123 OF THE BOONE COUNTY, MISSOURI RECORDS.

THE ABOVE TRACT OF LAND CONTAINS 1.00 ACRES.

TRACT 2
TRACT 2 AS DESCRIBED BY A QUIT-CLAIM DEED RECORDED IN BOOK 3301, PAGE 123 OF THE BOONE COUNTY, MISSOURI RECORDS.

THE ABOVE TRACT OF LAND CONTAINS 0.30 ACRES.

TRACT 3
A TRACT OF LAND AS DESCRIBED BY A QUIT-CALIM DEED RECORDED IN BOOK 3310, PAGE 66 OF THE BOONE COUNTY, MISSOURI RECORDS. EXCUDING THE TRACT OF LAND DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER OF CORNER OF SECTION 20, TOWNSHIP 48 NORTH, RAGNE 12 WEST; THENCE ALONG SAID SECTION LINE S88°30'30"E, 75.40 FEET; THENCE LEAVING SAID SECTION LINE S17°14'10"E, 171.56 FEET; THENCE S38°03'35"E, 40.65 FEET; THENCE N87°54'15"E, 1`23.29 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING N87°54'15"E, 77.83 FEET; THENCE S10°37'35"E, 44.47 FEET; THENCE ALONG A NON-TANGENT 958.10 FOOT RADIUS CURVE TO THE RIGHT, 13.07 FEET, SAID CURVE HAVING A CHORD S78°57'40"W, 13.07 FEET; THENCE S79°46'20"W, 64.76 FEET; THENCE N9°44'40"W, 55.65 FEET TO THE POINT OF BEGINNING AND CONTAINING 3,885 SQUARE FEET.

THE ABOVE TRACT OF LAND CONTAINS 3.71 ACRES.

AND

A TRACT OF LAND BEING A PORTION OF FUTURE LOT 106 OF CROSSCREEK CENTER PLAT 1, LOCATED IN THE NORTHEAST QUARTER OF SECTION 20 LYING EAST OF US HIGHWAY 63 AND NORTH OF MISSOUR STATE ROUTE 740 (STADIUM BLVD.), TOWNSHIP 48 NORTH, RANGE 12 WEST, CITY OF COLUMBIA, BOONE COUNTY MISSOURI, BING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER CORNER OF SECTION 20, TOWNSHIP 48 NORTH, RANGE 12 WEST; THENCE ALONG SAID SECTION LINE S88°30'30"E, 75.40 FEET; THENCE LEAVING SAID SECTION LINE S30°36'20"E, 536.93 FEET; THENCE S17°14'10"E, 171.56 FEET; THENCE S38°03'35"E, 40.65 FEET; THENCE N87°54'15"E, 23.29 FEET TO THE POINT OF BEGINNING; THENCE N87°54'15"E, 77.83 FEET; THENCE S10°37'35"E, 44.47 FEET; THENCE ALONG A NON-TANGENT 958.10 FOOT RADIUS CURVE TO THE RIGHT, 13.07 FEET, SAID CURVE HAVING A CHORD S78°57'40"W, 13.07 FEET; THENCE S79°46'20"W, 64.76 FEET; THENCE N9°44'40"W, 55.65 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.09 ACRE.

will be rezoned and become a part of District C-P (Planned Business District) and taken away from A-1 (Agricultural District). Hereafter the property described above may be used for the uses set forth in Section 2. The statement of intent, marked "Exhibit A," is attached to and made a part of this ordinance.

SECTION 2. The C-P zoning on the following property:

Lot 101 through Lot 112 of Crosscreek Center Plat 1 as shown by the plat recorded in Plat Book 42 at Page 22 of the Records of Boone County, Missouri and an unplatted tract of land adjacent to the southern portion of the plat being described as follows:

BEGINNING AT A ½" IRON PIPE BEING THE SE CORNER OF THE SW ¼ OF THE NE ¼ OF SECTION 20 T 48 N, R12 W; THENCE N88°48'05"W, 1187.40 FEET; THENCE N18°13'30"E, 452.79 FEET; THENCE N64°46'35"E, 293.35 FEET; THENCE S87°24'40"E, 481.69 FEET; THENCE N51°52'55"E, 57.18 FEET; THENCE N10°16'05"E, 172.65 FEET; THENCE N53°52'40"E, 67.33 FEET; THENCE S76°29'50"E, 123.45 FEET; THENCE S31°15'25"E, 128.45 FEET; THENCE S01°32'30"W, 664.64 FEET TO THE POINT OF BEGINNING AND CONTAINING 15.07 ACRES.

is amended so that the allowed C-P uses on this property shall be as follows:

All permitted uses in District C-3 except for the following uses:

- Halfway houses
- Gun ranges
- Drive-in theaters
- Live adult entertainment
- Pornography shops, head shops, or other shops selling drug paraphernalia
- Massage parlors (not including licensed massage therapists)
- Tattoo parlors
- Labor camps
- Manufacturing of explosives or flammable liquids
- Freight terminals
- Kennels
- Travel trailer or mobile home parks
- Junk yards
- Lumber yards
- Stock yards
- Landfills, garbage dumps, or trash incinerators
- Packing houses or slaughterhouses
- Any use producing dust or fly ash in excessive quantities
- Manufacture, compounding, or processing of hazardous materials
- Outside repair of vehicles
- Cement, asphalt, or concrete plants
- Commercial uncovered parking
- Sanitariums
- Mortuary
- Tree trimming and removal services
- Armories
- Bus station

Newspaper publishing plant
Temporary shelters
Cemeteries
Boarding houses or lodging houses
Fraternity or sorority houses and dormitories
Freestanding bars, cocktail lounges or nightclubs
Billiard halls and game arcades
Hotels, except on Lots 109 and 110 (Lot references are to the C-P Development Plan approved in Section 5)
Freestanding bowling alleys
Private stables
Commercial laundries
Coin-operated laundries
Motor vehicle sales or trailer sales and service, except on Lot 110
Reservoirs, wells, water towers, filter beds, water supply plants, or water pumping stations
Machine shops
Research and development laboratories
Testing laboratories
Service stations, except that a fuel station in conjunction with a convenience store (or motor vehicle sales and services on Lot 110) shall not be excluded, providing all fuel storage tanks are located underground
Automobile repair facilities (except as allowed on Lot 110), except that automobile quick-lube and muffler/brake service facilities shall not be excluded, providing all repairs are within an enclosed building
Car washes, coin-operated or attendant-operated, except that a car wash in conjunction with a convenience store (or as allowed on Lot 110) shall not be excluded

The following uses shall be allowed on Lot 110:

Motor vehicle sales and services to include:
A full service, new motor vehicle dealership, including sales of used motor vehicles as incident to the operation of a new motor vehicle dealership, repairs of same, and servicing of same. No dealerships selling only used cars and no automobile repossession lots will be allowed.
All repairs and servicing of new and used motor vehicles, including mechanical repairs, general maintenance and servicing, and body and frame repairs
Indoor and outdoor storage and display for sale of new and used motor vehicles
A motor vehicle collision repair facility (body shop), including a body and frame shop and paint shop, and all associated facilities
Sale of motor vehicle parts and accessories
Leasing/renting of motor vehicles

Storage and dispensing of fuels, lubricants, fluids used in motor vehicles and similar substances and items

Facilities for the washing and detailing of motor vehicles that are being offered for sale, or which are being serviced, including one or more car wash bays and related facilities

All reasonable ancillary uses and functions associated now or in the future with a full service new and used motor vehicle sales and servicing dealership

SECTION 3. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

SECTION 4. A revised statement of intent, marked "Exhibit A" which is attached to and made a part of this ordinance, replaces the statements of intent attached to Ordinance No. 18310 passed on November 15, 2004 and Ordinance No. 019170 passed on September 5, 2006.

SECTION 5. The City Council hereby approves the Crosscreek Center C-P Development Plan, dated June 26, 2008. The Director of Planning and Development shall use the design parameters set forth in "Exhibit B," which is attached to and made a part of this ordinance, as guidance when considering any future revisions to the C-P Development Plan.

SECTION 6. The City Council approves less stringent landscaping requirements than those set forth in Section 29-25(e)(5) of the Zoning Regulations so that a landscape screen shall not be required adjacent to Lots 102, 103 and 104 along the north property line.

SECTION 7. This ordinance shall be in full force and effect from and after its passage.

PASSED this 18th day of August, 2008.

ATTEST:

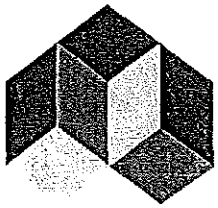
City Clerk

Mayor and Presiding Officer

APPROVED AS TO FORM:

City Counselor

Agreement Exhibit Draft



A CIVIL GROUP

CIVIL ENGINEERING ◦ PLANNING ◦ SURVEYING

June 17, 2008

City of Columbia – Planning and Development
Attn: Tim Teddy
701 E. Broadway
Columbia, Mo 65201

Re: Statement of Intent for the Proposed Crosscreek Center C-P Development Located on the North and South Sides of Stadium Boulevard (State Route 740) on the East Side of State Highway 63.

Statement of Intent:

The above referenced property, being Lot 101 through Lot 112 of Crosscreek Center Plat 1 (including all of the adjacent vacated MoDOT right-of-way) and an unplatted tract of land adjacent to the southern portion of the plat being described as follows:

BEGINNING AT A ½" IRON PIPE BEING THE SE CORNER OF THE SW ¼ OF THE NE ¼ OF SECTION 20 T 48 N, R 12 W; THENCE N88°48'05"W, 1187.40 FEET, THENCE N18°13'30"E, 452.79 FEET; THENCE N64°46'35"E, 293.35 FEET; THENCE S87°24'40"E, 481.69 FEET; THENCE N51°52'55"E, 57.18 FEET; THENCE N10°16'05"E, 172.65 FEET; THENCE N53°52'40"E, 67.33 FEET; THENCE S76°29'50"E, 123.45 FEET; THENCE S31°15'25"E, 128.45 FEET; THENCE S01°32'30"W, 664.64 FEET TO THE POINT OF BEGINNING AND CONTAINING 15.07 ACRES,

which 12 Lots and unplatted land shall hereafter be referenced as the Crosscreek Center Development. The unplatted tract of land described above is shown on the Crosscreek Center C-P plan as "future development." This Statement of Intent is intended to and shall supersede all prior Statements of Intent for Crosscreek Center Development.

Portions of said Crosscreek Center Development have previously been rezoned by Ordinance No. 18310 on November 15, 2004, and by Ordinance No. 19170 on September 5, 2006.

The intended uses permitted for Crosscreek Center Development shall be:

All permitted uses in District C-3 with the exception of the following uses which will not be permitted:

1. Halfway Houses
2. Gun Ranges
3. Drive-in Theaters
4. Live Adult Entertainment
5. Pornography Shops, Head Shops, or Other Shops Selling drug paraphernalia
6. Massage Parlors (Not Including Licensed Massage Therapists)
7. Tattoo Parlors
8. Labor Camps
9. Manufacturing of Explosives or Flammable Liquids
10. Freight Terminals
11. Kennels
12. Travel Trailer or Mobile Home Parks
13. Junk Yards
14. Lumber Yards
15. Stock Yards

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16. Landfills, Garbage Dumps, or Trash Incinerators
17. Packing Houses or Slaughter Houses
18. Any Use Producing Dust or Fly Ash in Excessive Quantities
19. Manufacture, Compounding, or Processing of Hazardous Materials Except the Storage of Such Materials in Conjunction with Motor Vehicle Sales and Services Shall Not be Excluded
20. Outside Repair of Vehicles or Equipment Except that Temporary Storage of Such Vehicles or Equipment in Conjunction operation of a new motor vehicle dealership on Lot 110 shall be permitted.
21. Cement, Asphalt, or Concrete Plants
22. Commercial Uncovered Parking
23. Sanitariums
24. Mortuary
25. Tree Trimming and Removal Services
26. Armories
27. Bus Station
28. Newspaper Publishing Plant
29. Temporary Shelters
30. Cemeteries
31. Boarding Houses or Lodging Houses
32. Fraternity or Sorority Houses and Dormitories
33. Free Standing Bars, Cocktail Lounges or Nightclubs not Included in a Hotel or Motel Building
34. Billiard Halls and Game Arcades
35. Freestanding Bowling Alleys not Included in a Hotel or Motel Building
36. Private Stables
37. Commercial Laundries
38. Coin-Operated Laundries
39. Reservoirs, Wells, Water Towers, Filter Beds, Water Supply Plants, or Water Pumping Stations
40. Machine Shops

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41. Research and Development Laboratories
42. Testing Laboratories
43. Service Stations, Except That a Fuel Station in Conjunction With Convenience Stores or a New Motor Vehicle Dealership on Lot 110 Shall Be Permitted, Provided that All Fuel Storage Tanks are Located Underground
44. Automobile Repair Facilities, Except That Automobile Repair Facilities in Conjunction With a New Motor Vehicle Dealership on Lot 110 and Automobile Quick-Lube and Muffler/Brake Service Facilities Shall be permitted, Provided that All Repairs Are Within An Enclosed Building
45. Car Washes, Coin-Operated or Attendant-Operated, Except That a Car Wash in Conjunction With Convenience Stores or a New Motor Vehicle Dealership on Lot 110 Shall be permitted.

In addition to the permitted uses described above, new motor vehicle dealership(s) will be permitted on, and only on, Lot 110. No dealerships selling only used motor vehicles and no automobile repossession lots will be allowed.

Operation of a new motor vehicle dealership on Lot 110 may include the following described activities incident to operation of a new motor dealership, and only incident to the operation of a new motor vehicle dealership, to wit:

- Sale of used motor vehicles
- All repairs and servicing of new and used motor vehicles, including mechanical repairs, general maintenance and servicing, and body and frame repairs
- Indoor and outdoor storage and display for sale of new and used motor vehicles
- Motor vehicle collision repair facilities (body shop), including a body and frame shop and paint shop, and all associated facilities

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- Sale of motor vehicle parts and accessories
- Leasing/renting of motor vehicles
- Storage and dispensing of fuels, lubricants, fluids used in motor vehicles, and similar substances and items
- Facilities for the washing and detailing of motor vehicles that are being offered for sale, or which are being serviced, including one or more car wash bays and related facilities
- All reasonable ancillary uses and functions associated now or in the future with a full service new motor vehicle dealership.

Maximum Gross Square Footage of Building Floor Area on the entire Crosscreek Center Development: 580,000 sf. in aggregate and the maximum building height is 96 feet. If a new motor vehicle dealership is actually placed on Lot 110 the Maximum Gross Building Area on the entire proposed Crosscreek Center Development will be reduced from 580,000 square feet to 450,000 square feet in aggregate, and the Maximum Building height will be reduced from 96 feet to 70 feet.

Minimum Percentage of Crosscreek Center Development to be maintained in Open Space: 15% Per Individual Lot, 28% in Aggregate.

We also wish to confirm with the City that the following requirements shall apply:

- Residential Units, offices, restaurants, and all buildings with footprints smaller than 10,000 square feet (unless such building is being built as a franchise with its own building prototype, such as a Taco Bell franchise type building) will have pitched roofs. Any convenience store place on Lot 109 will also have a pitched roof.

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- The developer will include in its C-P plan light poles that are a maximum height of twenty (20) feet. All such lights will be shielded to direct illumination away from residences, public streets, and other public areas, and wall packs will not be used.

- Buildings on Lots 106 and 109 shall have 4-sided architecture with brick or a combination of brick and stone on all four sides of said buildings.
- Outdoor lighting on any motor vehicle dealership on Lot 110 shall be reduced during non-working hours and shall conform to the City of Columbia lighting ordinances and the previously agreed to maximum height of 20 feet.
- No transport truck deliveries shall be made to Lots 109 or Lot 110 during the peak traffic hours. The morning peak hour is between 7:30 a.m. and 8:30 a.m. and the evening peak hour is between 4:30 p.m. and 5:30 p.m.
- All public address systems shall be designed and installed in a manner to make them inaudible from existing single family residential neighborhoods.
- An 8 foot wide pedway shall be installed within the Crosscreek Center Development on the south side of Stadium Boulevard in lieu of a standard sidewalk.
- If permitted by MoDOT, bicycle lanes shall be painted (striped) along Stadium Boulevard within the Crosscreek Center Development.
- If the installation of a left (north-bound) turn signal at the intersection of Audubon Drive from east-bound Stadium Boulevard is permitted by MoDOT, the developer will contribute $5,000.00 towards a new light head for the signal at that intersection.
- The large west part of the median island in Stadium Boulevard within the Crosscreek Center Development shall be landscaped per the C-P plan and shall be maintained by the developer as a City of Columbia

adopt-a-spot. The developer shall install irrigation facilities for the median island and hook up such facilities to a City-paid-for and installed water meter, and water for such facilities shall be provided by City.

- All Lots within the Crosscreek Center Development shall be required to install the perimeter landscaping substantially as shown on the C-P plan and as further defined by the plans prepared by Rost Landscaping dated May 20, 2008, submitted with this Statement of Intent. This landscaping is being provided to bring a uniform and consistent aesthetic to the development. This landscaping may meet some of the lot owners' requirements for parking lot screening, but will be required regardless of whether the City Landscaping ordinances require it. The proposed perimeter landscaping is in conjunction with or in addition to the landscaping required by the zoning ordinances.
- Any motor vehicle dealership on Lot 110 shall be required to install landscaping substantially as shown on the C-P plan and as further defined by the plans prepared by Rost Landscaping dated May 20, 2008, submitted with this Statement of Intent.
- All landscaping, including landscaping required by this statement of intent, shall be maintained in good condition at all times.
- All rooftop HVAC units shall be designed with sound baffling devices built into the units or added to the units.
- Lots 101 through 109 shall each be entitled to only one freestanding monument sign and, regardless of setback, the maximum height of the sign shall be 8 feet tall and the maximum sign area shall be 64 square feet. Lot 110 new motor vehicle dealership freestanding signs shall be limited to two freestanding pylon-type signs, which are signs of uniform width from the bottom of the sign to the top of the sign with no exposed vertical support beams or poles, with one such sign for each intended building and with the sign for each building being

installed only concurrently with the construction of the building. The maximum height of these freestanding new motor vehicle dealership signs on Lot 110 shall be 30 feet tall and 128 square feet of area when placed with a 10 foot setback from the property line. For each additional 2 feet of setback from the 10 foot setback an additional 10.65 square feet of area and 1 foot of height may be added up to a maximum area of 288 square feet and a maximum height of 40 feet.

Architectural Design Theme.

- The development will follow a unifying architectural theme on Lots 101 through 109 by use of exterior finishes which will be within a compatible color range, and detailing characteristic and module size would be maintained to provide consistency from building to building, though flexibility will be permitted
- diversity in the buildings on Lots 101 through 109 will be allowed for interest, but the use of compatible materials and building design characteristics shall be such that a progressive theme is created in the development and all of the buildings are complementary. Pitched roofs, false gables, towers and such other details shall be incorporated as possible to contribute to the unity of the buildings and the unique look of the development.
- common public elements throughout the development will include the same bicycle racks, light poles and lighting standards, same paving detailing, and consistent landscaping characteristics will be employed on all lots within the development. Except on Lot 110, all monument signs throughout the development will have the same structural style housing for the actual sign and that housing will use materials compatible with the color of the building on the lot where the sign is placed.

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- although national franchises have requirements for building look and character that may need to be accommodated, the franchise buildings on Lots 101 through 109 also generally should be consistent with the unifying features above.
- All buildings on all Lots, including Lot 110, shall exhibit four-sided architecture and shall be constructed with exterior walls that are made of the following materials, or combination thereof:
  - LEED metal panels or other LEED materials or products
  - Stone
  - Cast stone
  - Colored block
  - Split faced block
  - Brick
  - Exposed architectural structural steel
  - Glass
  - Aluminum Storefront
  - Architectural shingles
  - Architectural metal roofing or sheeting
  - Hardi-Plank siding and accent trims and accents
  - EIFS (provided that EIFS shall constitute not more than 50% of the façade, all of which EIFS shall be no lower than 5 feet above ground).

  The following materials shall not be used on the exterior walls of any buildings in the project.
  - Tilt-up Concrete
  - Vinyl Lap Siding
  - Long Span "Metal Building Siding"
  - T-111 Plywood Siding or other composite panelized siding
  - Corrugated Metal Panels
  - Wood Shake Shingles

Agreement Exhibit Draft

Declaration of Covenants. A Declaration of Covenants and Restrictions substantially in the form submitted with this Statement of Intent will be recorded, which, in part, and among other things, provides for the following:

Maintenance and repair obligations of each lot owner which will include:

- Drive and Parking Areas. Maintaining, cleaning, and replacing all paved surfaces and curbs in a smooth and evenly covered condition, such work to include, without limitation, sweeping, restriping, resealing and resurfacing.

- Debris and Refuse. Periodic removal of all papers, debris, filth, and refuse, including sweeping to the extent necessary to keep the Parcel in a first-class, clean, and orderly condition. All sweeping shall be at appropriate intervals during such times as shall not interfere with the conduct of business or use of the Project by persons intending to conduct business with occupants of the Project.

- Storm Water Drainage. Developing, maintaining, and repairing storm water drainage and detention facilities so that the same are in good working order and in compliance with all applicable storm water regulations of City. Owners shall maintain records of required inspections and maintenance.

- Landscaping. All lawns, trees, shrubs and other landscaped areas shall be irrigated, mowed and trimmed, and maintained in good first-class condition at all times; provided that maintenance of areas required to be planted in native grasses or in native vegetation under applicable laws, ordinances or governmental agreements shall be maintained as

required under any such laws, ordinances or agreements. All site landscaping shall be maintained to good quality standards that ensure the quality and character of the development.

- Compliance with Laws. Maintaining, or causing to be maintained, at such Owner's sole cost and expense, the exterior of Buildings from time to time located on such Owner's Parcel, as well as the Parcel itself, in compliance with all applicable governmental laws, rules, regulations, orders, and ordinances (collectively, "Laws") and the other provisions of the declaration.

- Building Exteriors. Exterior applications on the building shell shall be kept and maintained in good quality appearance and condition with the expressed purpose of achieving longevity for the buildings in the development.

Neighborhood Consultation required under the Declaration of Covenants shall include, but not be limited to:

- Developer will consult with the representatives of the _____ neighborhood association(s) as long as these associations continue to exist, or with any successor organizations, when faced with significant changes in circumstances that affect the development or with proposals for the development that are not consistent with the unifying theme above. The heads of the neighborhood associations to be contacted shall be those identified on the official list of such

associations as maintained by the City of Columbia.

- Developer/or Lot owners also will consult with neighborhood associations as provided above, if any change in the CP Plan for such owner's Lot requires a return to the City Council for approval. This does not include administrative changes that require only City staff level approval.
- Those neighborhood associations identified in the Declaration of Covenants shall also have a right to appoint a representative to participate in the quality review consultation process provided for in the Declaration of Covenants.
- If for any reason Lot 110 is not to be used by the presently intended new motor vehicle dealerships, Developer will discuss alternative options for developing Lot 110 with said neighborhood associations before proceeding with another proposal for developing Lot 110.

Thank You,

Jay Gebhardt, PE, PLS

Exhibit B

A CIVIL GROUP

CIVIL ENGINEERING • PLANNING • SURVEYING

May 7, 2008

RECEIVED
MAY 08 2008
PLANNING DEPT.

City of Columbia - Planning and Development
Attn: Tim Teddy
701 E. Broadway
Columbia, Mo 65201

Re: Design Parameters for the Lot 109 Crosscreek Center C-P Development.

Mr. Teddy,

The following are the Design Parameters for the proposed CP plan for Lot 109 of Crosscreek Center:

a) The minimum distance between any building and any adjacent property line or adjacent right-of-way will be 25 feet.

b) The minimum distance between the edge of any driveway, parking area, and any adjacent property line or adjacent right-of-way will be 0 feet.

c) The signs permitted shall be wall-mounted signs that meet the requirements of C-3 zoning and one freestanding monument sign with a maximum height of 8 feet and a maximum sign area of 64 square feet regardless of setback from the property line. All other relevant sign matters shall conform to Chapter 23 of the City of Columbia Code of Ordinances.

d) The minimum percentage of the site to be open space/landscaping shall be 45%.

e) The maximum number of light poles shall be determined at a later date by the lighting engineer. Such lighting shall conform to the City of Columbia's Lighting Ordinance, No. 29-30.1 with the exception that the maximum height for light poles shall be 20 feet.

Sincerely,
A Civil Group

Kevin P. Murphy

1123 WILKES BLVD. SUITE 450
COLUMBIA, MISSOURI 65201
PHONE: 573-817-5750 FAX: 573-817-1677

would have to be dealt with. Mr. Wade felt there would be a need for public input if the project was different, which it was since there was a set of different information.

Mayor Hindman asked the applicant for input. Mr. Sayre stated they had done quite a bit with regard to evaluation. It was not in its infancy. He noted the railroad connection between the two distribution facilities had been reviewed and thought they could document the issues discussed with Mr. Johanningmeier of the Railroad. He commented that he had not been in a situation where a proposal had been sent back, but understood the reason. He pointed out they had neighborhood meetings and did not believe any neighbors were against the proposal. With regard to the issues Mr. Wade brought up, he believed they could document and submit those as he felt they were strong on their reasoning. He stated that unless the opinions had changed regarding more crossings, underpasses, the acquisition of private property, etc., he thought they could document the issues. He commented that he did not anticipate their layout changing, so he would prefer the item be sent back to the Planning and Zoning Commission for presentation, feedback, etc. before coming back to the Council. If their sketches and layout did not change, they would attach those to clarify they would not end up with 117 duplexes. He did not think they would need to re-issue or re-publicize a new concept.

Mr. Skala understood this was just a rezoning request. There was no plan associated with it. This was only a conceptual plan in terms of information, so there would probably not be any substantial change to what they had. To go back through the Planning and Zoning Commission process would be the best option because they would not necessarily have to incur any additional advertising costs.

Mr. Wade commented that the issue was not the plan as much as it was the statement of intent because the statement of intent set the rules for the development of a PUD. This statement of intent did not set the rules for what they were proposing. Mr. Sayre asked if more restrictive information on the number and type of units would help. He noted they had a total number of units in the layout and could restrict the number of attached units.

Mayor Hindman asked if Mr. Boeckmann was still recommending B198-08 be tabled along with sending the proposal back to the Planning and Zoning Commission for review. Mr. Boeckmann replied since they were going to move forward with PUD-8, he thought it would be best to table B198-08 to a date certain.

Mr. Skala revised his motion to be to send this proposal back to the Planning and Zoning Commission for their review and recommendation and to table B198-08 to the September 15, 2008 Council meeting. The revised motion was seconded by Mr. Janku and approved unanimously by voice vote.

B228-08 Rezoning property located along the east side of U.S. Highway 63, on both sides of Stadium Boulevard (State Route 740) from District A-1 to District C-P; approving the Crosscreek Center C-P Development Plan; approving a revised statement of intent; approving less stringent screening requirements.

The bill was given second reading by the Clerk.

Mr. Watkins commented that this was a project the Council had previously seen and discussed. He asked Mr. Teddy to comment on the changes from what had been seen several months ago to what they had now.

Mr. Teddy explained this was a new application. Previous to this, a couple of individual site plans within the Crosscreek development had been submitted. After receiving an overall plan of the entire C-P subdivision, those were consolidated and heard as one case. He noted there were four parts to the request. One was the rezoning of just over five acres of formerly owned MoDOT land from A-1 to C-P, which was a planned business district. A second part was a request to amend the list of allowed uses for the southern portion of the property. They were specifically adding motor vehicle sales and service as an authorized use on Lot 110. Another part was a request for approval of the C-P development plan known as Crosscreek Center. There were ten lots that would include buildings and other improvements. There were three more lots in the development that were shown for possible later development, so the Council might see additional public hearings on C-P plans for those lots. The fourth part was a request for a variance for the north property line. The City's zoning ordinance required any parking lot within 50 feet of an adjacent residential property to be screened. The applicant was seeking relief from that screening requirement. He noted the Planning and Zoning Commission heard this case on July 10, 2008, after the filing of the application and a mediation process between the petitioner and two of the City's recognized neighborhood organizations, which produced an agreement the City was not a part of because it was a private party mediation agreement. It required the petitioner to do certain things and one of those things was to create a new statement of intent, which was done and was part of the ordinance the Council was to vote on tonight. He noted it was a very lengthy and detailed statement of intent. The Planning and Zoning Commission voted 7-1 to recommend approval of the 5.09 acre rezoning, which added contiguous property on the west side to the main C-P tract that had been zoned C-P since 2004 and 2006. The Commission also voted 6-2 to recommend approval of the amended list of uses to add motor vehicle sales and services on Lot 110. He pointed out there was a detailed definition in the statement of intent with regard to what that use entailed and what the accessory or ancillary uses involved. In addition, the Commission voted 6-2 to recommend acceptance of the new statement of intent, which governed the entire C-P development plan, subject to two changes. One was to change "should" to "shall" in the language on page 9 of the document and the other was to take language in the third paragraph of Exhibit D, which was the declaration of covenants, and move it into the statement of intent, so it was part of the City's regulatory document. The Commission also recommended approval of both the C-P development plan of the 10 lots and the screening variance by a vote of 6-2. He noted there was a statement on page 9 on the statement of intent that read "although national franchises have requirements for building look and character that may need to be accommodated, the franchise buildings on lots 101-109 also generally should be consistent with the unifying features above" and pointed out the Commission recommended "should" be changed to "shall."

Ms. Hoppe commented that in the discussion, they clearly stated "generally" and "shall" did not go together. It was "shall" or "shall not," she was surprised "generally" was still left in the language. Mr. Teddy explained they tried to go with the way the motion was read at the end of the session. He agreed it was contradictory.

Mr. Teddy noted paragraph 3 of Exhibit D of the declaration of covenants read "throughout the project, other than on Lot 110, buildings should have exteriors that primarily

use brick, a combination of brick and stone, brick with stone accents, and that complement other brick and stone buildings already present in the vicinity such as the MFA and MFA Oil buildings to the west of the project, or the Miller's Professional Imaging building and the ProDental building, or to the northwest, and other buildings in the area such as Broadway Bluffs or Broadway Shops" and the Commission's intent was to move it into the statement of intent with "should" being changed to "shall."

Mr. Skala understood there was some discussion at the Commission meeting about not wanting to encroach on the mediation efforts in terms of the language, but thought it was clearly the intent of the Planning and Zoning Commission for a lot of the "shoulds" to be "shalls" and asked if that was a fair assessment. Mr. Teddy replied he recalled comments made about some stronger requirements on the building materials.

Mr. Wade understood he indicated the land to the north was residential, but thought the actual zoning was agricultural. Mr. Teddy explained the reference was to the actual use. That particular screening requirement was interpreted as being applicable to property that was either zoned or used as residential. Mr. Wade understood there was one house on it. Mr. Teddy stated that was correct and noted it was an estate residential use.

Mayor Hindman stated he had a question regarding the stub street to the north. He felt there was a lot of logic to requiring it. He understood the requirement indicated the interconnection of adjacent subdivisions with compatible land uses shall be encouraged and when a new subdivision adjoined unplatted or undeveloped land, the new streets shall be carried to the boundaries of such land unless vehicular access was unnecessary or inappropriate. He thought they were talking about the future there and he was surprised they did not require a stub street. He noted this issue had been brought to his attention recently. He felt this would leave about 45 acres of undeveloped land with only one access. He understood there was a potential secondary access opportunity off of the existing dead end of Timberhill Road , but it did not sound good to him. Mr. Teddy commented that they might not have provided sufficient analysis of the subdivision plat when it was brought forward in November of 2006 with regard to the configuration of Cinnamon Hill and the lack of a stub street, but noted that did not come up as an issue in the review of it. They looked at Cinnamon Hill as the access to that tract from the south. He pointed out Cinnamon Hill extended all of the way up the west frontage of the property. It was not in an improved state and there was no curb and gutter along that property. He showed the area that had been improved on the overhead and noted that with the addition of a signal, the property had the same access it always had, but it was probably better due to the signal and the improved relationship with the interchange. The Timberhill Road access would be useful if there was some kind of compatible land use, namely low density residential. It involved a 60 foot right-of-way, so it would accommodate some of the street extension. He agreed there were access limitations on the property, but noted it had the same or better access than it had before. The point they tried to make in the supplementary report was that adding a stub street would create an outlet for that property, but all of that traffic would wind up at the same place, which was at the Stadium and Cinnamon Hill intersection. Ideally, they would want more access to the east because that was a new direction with possibilities for connections to other roads, like WW and the future Stadium extension.

Mr. Skala asked if part of the problem was the fact the realignment of Cinnamon Hill Road postdated the consideration of the stub street. He thought the realignment of Cinnamon Hill facilitated the discussion of the stub street due to a vacuum.

Mr. Wade commented that the question of stub streets and interconnectivity within the City's zoning regulations was directly related to land use and they had commercial zoning against agricultural zoning, which already had adequate access with Cinnamon Hill. There was no requirement in the subdivision regulations for a stub street from commercial into agricultural zoned land. This became an issue of the developer of the affected land when the affected land was rezoned to work out an access arrangement with the adjacent property. It shifted the burden of cost.

Mayor Hindman opened the public hearing.

Sarah Read, an attorney with offices at 1905 Cherry Hill Drive, Suite 200, stated she was the mediator that worked with the parties on the Crosscreek development and was asked by the parties to come to the meeting to briefly introduce the mediation agreement. She explained the parties voluntarily engaged in mediation. Everyone worked very hard and the mediation resulted in a seven page agreement with five attachments. It was signed by the Timberhill Road Neighborhood and Stadium 63 Properties. It was ratified by the Shepard Boulevard Neighborhood Association on July 8, 2008 by a vote of 58-32, thus making them a party under the agreement. Section 8.1 of the mediation agreement indicated the parties agreed to jointly support the mediation agreement and the required filings in public, and in supporting the agreement, the parties would refer to its specific terms and not to any confidential mediation and communication. She explained mediation was a confidential process although the agreement itself was a public document. She noted she was bound the terms of the agreement, but was authorized to speak generically to the mediation process.

Mr. Skala asked when the mediation process began if an invitation was given to all of the potential stakeholders. He wondered if the invitation had been extended to Machens Ford or Toyota. Ms. Read replied there were generally three stages to the mediation process, which included a convening stage, the mediation process and follow up. The fact the parties were meeting to discuss mediation was broadly publicized and one of the topics in mediation involved the parties to be at the table. Beyond saying those were general stages in the mediation process, she explained could not say anything further. Mr. Skala understood the answer to his question was that it was broadly advertised and the parties that took part were the parties that took part. Ms. Read stated the answer to the question was the totality of what she had said.

Ms. Hoppe commented that there were other City recognized neighborhood associations affected, such as Bluff Creek Estates, East Pointe and Moon Valley Heights and asked if they were invited to participate in the mediation process. Ms. Read replied she could not address that, but could say the convening process was generally one that provided an opportunity for the parties to talk about who would be involved or whether they wanted to be involved. Beyond what was reported in the papers, she could not comment. She stated the three parties that actively engaged were Stadium 63 Properties, the Timberhill Road Neighborhood Association and the Shepard Boulevard Neighborhood Association.

Mr. Wade understood mediation was a more formal process of engagement between parties and usually took place only when there was a prior history of difficulty in conversation. The first stage was usually a careful design of a small or large group engagement process with a facilitator. He asked why the process went immediately to mediation, which involved a more strict set of rules and confidentiality, rather than beginning to bring parties together to look for discussion, which was usually done in the first stage. Ms. Read replied mediation was a very structured assisted set of private negotiations generally used when there was an existing conflict to help parties work through the conflict. She explained she was asked about mediation and mediation was provided. Mr. Wade understood when their was a highly public prior history of difficulty, one of the characteristics of mediation was confidentiality so there could be real engagement as opposed to the process playing out in the public arena and local media. Ms. Read stated that was correct and noted confidentiality was a hallmark of mediation and was recognized in State statutes and Supreme Court rules. The mediation process incorporated confidentiality specifically to give parties a safe space for discussions.

Mr. Sturtz asked who decided who an appropriate group was to sit at the table. He wondered if it was the mediator. He noted there were many issues that touched a lot of people across the City and were not necessarily a neighborhood scuffle. Ms. Read replied mediation was a process that was guided by the self determination of the parties, so almost any question about how mediation was structured, the process to proceed, etc. was ultimately a determination made by the parties. She explained she personally went toward the facilitative transformative end of the mediation spectrum as opposed to the more directive one, which was at the end of the spectrum and highlighted party self determination. Mr. Sturtz asked what the process would be in integrating or rejecting a group that came forward requesting to sit at the table in a self determining model. Ms. Read replied ultimately at some level it would all be party self determination meaning an agreement of the parties.

Ms. Hoppe understood several parties could make an agreement on an issue with other interested people not being a party to it. She commented that it did not necessarily include all of the interested parties. Ms. Read stated parties chose to come to the mediation table. Ms. Hoppe understood, but noted not all of the interested parties were necessarily invited. Ms. Read explained interested parties in the City Council process might be different than interested parties in a mediation process. Those who were willing to spend the time, effort, cost, etc. with mediation to really work through an issue could chose to sit down and mediate or not.

Mr. Skala commented that given the fact it was advertised and well known, everyone had the opportunity to sit down and it was determined by the people who participated as to what the rules were, etc. Ms. Read stated that was correct.

Bruce Beckett, an attorney with offices at 111 S. Ninth Street, stated he represented Stadium 63 Properties, the developer of Crosscreek Center, and noted he was not asked to sit at the table to participate in the mediation process. He explained he dealt with the results of it, which he believed was a fine result. He commented that Brian Treece, who was a speaker in opposition to their previous applications and who lived on the Bluff Creek side, which was on the other side of Highway 63, was asked and declined to participate in the mediation process. This was in the minutes of the Planning and Zoning Commission and his

letter to the Commission stated as much. There was also another neighborhood association, just north of the Shepard Boulevard Neighborhood Association, who was asked to participate and they declined. Those together with Timberhill and Shepard Boulevard were the only organized opposition they understood they had. If they thought there were other neighborhood associations who wanted to participate, they would have been welcomed. He stated they did not know of anyone else. With regard to the stub street, he explained they had an approved subdivision plat. The street alignments were the subject of previous discussions before this Council. It was public information and there was no suggestion that a cross stub street should be installed there. He pointed out that at a great expense to these developers, a substantial new access was provided to the west side of the Lamb's property. He noted that property was still zoned agriculture and they did not know what would happen in the future. They did not believe a stub street was required or necessary because they did not know what would happen up there. He reiterated they had a brand new, very adequate access to their property via the realignment of the streets in this area. He agreed with staff in that if they stubbed a street through one of the lots, they would congest the new intersection at Maguire and Stadium Boulevard. They were asking the Council to proceed without any further discussion or consideration of the stub street because they did not think it was appropriate under the circumstances. He pointed out the statement of intent before the Council without the changes suggested by the Planning and Zoning Commission was agreed upon as part of the mediation agreement. It was attached to it and an exhibit of it. It was heavily negotiated and was the result of all of parties that disagreed with each other now being in agreement on what its form should be. He asked the Council to consider approving it in the form it had been submitted and approved by the developer and the parties they knew of that were in opposition of the original proposal. He noted the statement of intent went from seven pages to twelve pages. There were new impositions on this development that were agreed to by the developer and the neighborhood associations as part of this mediation process. Those included pitched roofs on all buildings less than 10,000 square feet except where franchise restaurant agreements dictated a particular prototype. It included Lot 109, which was the convenience store, so it would have a pitched roof. It required all lots, 101-110, to have four-sided architecture. There was a list of specific exterior building materials they had to use and there was a list of prohibited exterior building materials. There was a requirement that Lots 106 and 109, which included the Taco Bell on the north side of Stadium, have brick and stone on all four sides. There was a requirement that rooftop HVAC units be baffled. There was also a requirement in the declaration of covenants that was required by the statement of intent that they also be screened. There was a requirement in the statement of intent that an architectural design theme be followed. In the declaration of covenants, as set out in Exhibit D, there was a requirement that all landscaping be maintained. There was a requirement that false gables, towers and pitched roofs be incorporated where possible. There was a requirement that the monument sign frames have similar architectural styles and match their buildings. He stated he could not possibility cover all the changes and noted this was a great development. They felt the mediation process worked and hoped Council agreed.

Mayor Hindman asked if there were any other changes he thought the Council should specifically know about. Mr. Beckett replied yes. He stated the statement of intent required the declaration of covenants to be imposed on the ownership of every lot, 101-110, which required neighborhood consultation and architectural quality review by a committee that included representatives appointed by both of the neighborhood associations that were parties to the mediation agreement. The declaration of covenants contained the language the Planning and Zoning Commission recommended be put in the statement of intent. The language also appeared in the mediation agreement, which was a contract indicating they would follow a brick, brick and stone or brick with stone accents architectural theme everywhere on these ten lots except for the car dealership lot. If there was any deviation from that theme, they had to go back to the neighborhood associations to obtain their approval. He agreed it was not part of the statement of intent and explained the statement of intent required two of the lots to have brick and stone. The rest could use exterior materials from the list set out in the statement of intent. This was an additional accommodation they made to the neighborhood associations.

Mr. Skala commented that he referred to two parties in the mediation agreement who decided not to participate and asked who had invited them. Mr. Beckett replied he could not say, but was told the neighborhood association north of the Shepard Boulevard Neighborhood Association declined to participate and Brian Treece was on record at the Planning and Zoning Commission saying he was invited and chose not to participate. Ms. Hoppe stated she was not sure Mr. Treece was a representative of the Neighborhood Association. Mr. Beckett commented that he did not know if there was a neighborhood association there, but Mr. Treece was the person from that neighborhood who voiced concerns. He was the only person they knew to go to.

Ms. Hoppe asked if neighborhoods had a veto with regard to architectural review. Mr. Beckett replied no and explained it would be a committee comprised of an architect, the lot owners, the person who was designing the building for their use and neighborhood association representatives from Shepard Boulevard and Timberhill. They would review the plans to ensure they had adhered to all of the standards imposed under the declaration of covenants and agreement with the neighborhood associations. It was more a question of how they would make it comply with their understanding with each other. Ms. Hoppe asked if it had to be unanimous. Mr. Beckett replied no. Ms. Hoppe commented that one of the neighborhood associations was small while the other was larger. If the larger one did not agree, she understood it could still be changed. Mr. Beckett explained they could not deviate from the designs standards agreed to in the mediation agreement without the neighborhood associations agreeing to it.

Mr. Skala stated he was trying to understand the mediation process because he believed it was a genuinely useful process and wanted to know how to apply it in the future. He understood it was not a matter of anyone in particular inviting anyone else to this process. The process was advertised because there was some sort of conflict and people showed up to participate. Those that showed up set the rules. He wondered what would happen if someone else with a burning interest in this had shown up. Mr. Beckett stated he did not know since he was not a participant. Ms. Read commented that she was unaware of anyone

who had expressed an interest and was excluded. She explained that when she indicated mediation was structured process, it was a process that was generally structured around a particular conflict where the parties were fairly well defined.

Gregg Suhler, 902 Timberhill Road, stated he was the past President of the Timberhill Neighborhood Road Association and a liaison who was involved in the mediation process. He commented that he had given testimony to the Planning and Zoning Commission on June 18, 2008 and regarded that process as being somewhat confused. He was no longer confused with regard to the "shalls" and the "shoulds" and planned to address it. He stated he was in favor of the mediation agreement. They did a very extensive job in the inclusion phase of who was to be involved. In addition, they spent a lot of time going over very specific language. He believed they had a good basis for mediation. He commented that they were very inclusive. Every name mentioned by a Council Member of an association or neighborhood community was contacted in the course of this and some respectfully declined. Charles and Rebecca Lamb were specifically invited and indicated they might be able to participate depending upon their schedules, but ended up being out of town for a good part of the month this process took place. He stated others had worked through existing neighborhood associations. The Rustic Road Neighborhood was the one Mr. Beckett had made reference to. He commented that they often had Rustic Road Neighborhood members attend their association meetings. In addition, the Lambs had attended their association meetings. He stated they had been very open and inclusive. He stated they were in an outreach mode through the course of this. He noted they had a lot of "shalls" and very few "shoulds." He felt in the rule of law and the rule of people, there was always an issue of finding where the line should be placed. He urged the Council to proceed with the mediation agreement as written. The votes were 52-38 for Shepard Boulevard and 7-3 for the Timberhill Road Association. If they changed it to "shall," they would be turning aside the wishes of the neighborhoods.

Ms. Hoppe asked if his neighborhood association discussed the differences between "shall" and "should" and their implications. She stated she attended the Shepard Neighborhood Association meeting and there was no particular discussion about that. Mr. Suhler replied much of the discussion on "should" and "shall" occurred in the course of the mediation. There was extensive discussion on "should" versus "shall" with respect to how it was modified at the Planning and Zoning Commission meeting. He believed the Neighborhood Association was very cognoscente of the differences between "should" and "shall." He explained they wanted to keep human judgment involved in this because they had a lot of law supporting them. He thought they needed room for human judgment to make the consultative process work. He commented that this was very much the spirit of the Shepard Boulevard Neighborhood Association meeting as well. He felt tone of that meeting questioned why they were even talking about some of those things.

Ron Westhues, 2305 Bluff Pointe Drive, stated he was the President of the Bluff Pointe Neighborhood Association and noted Brian Treece, who lived in his neighborhood, gave a presentation to the Council in opposition to the Crosscreek development as a private citizen. He was not representing the neighborhood. If people needed to find out the

representatives of various neighborhood associations, they could contact Bill Cantin, who worked for the City.

Ms. Nauser asked if Mr. Westhues had testified on behalf of his Neighborhood Association during this process. Mr. Westhues replied no. Ms. Hoppe understood they had become a neighborhood association within the last three months. Mr. Westhues stated that was correct. He noted they would have been there long enough to have been involved in the mediation process. Ms. Nauser understood that when Mr. Treece testified there was not an organized association. Mr. Westhues stated that was correct.

Elizabeth Gill, 500 Westmount, stated she was speaking on behalf of Gay Bumgarner, who resided at 1513 S. Rustic Road and was unable to attend the meeting due to illness. She read a letter from Ms. Bumgarner, which indicated that those who lived on Rustic Road enjoyed their land for the tranquility of its natural environment. The proposed Stadium extension would pass over or through Rustic Road. The Crosscreek development impacted all who lived there. She believed the Crosscreek development agreement approved by two neighborhood groups that did not adjoin the Rustic Road development was flawed in several areas that were important to those who lived on the east side. She commented that no provision had been made for the exclusion of overnight deliveries to the establishments on the property. In addition, no provision had been made for limiting hours of operation between the hours of 11:00 p.m. and 6:30 a.m. Since experiencing the land disturbance and the reduction of the hillside, they knew truck noise would be amplified during the night time. Although they say the noise would be restricted to the development, noise from speakers at a car dealership, the drive-thru restaurants, etc. would flow in their direction. She explained it worried them that businesses could be open past midnight, especially at a convenience store or fast food restaurant, where people might hang out in the wee hours of the morning. She noted no screening was provided to ensure trash from the many fast food restaurants stayed in the development and did not blow onto their properties. She did not feel a car dealership was appropriate for a lot at the confluence of two fragile creeks because of the proposed washing, lubricating and oil leaks on the twelve acres of pavement. She believed it would harm the environment. The original agreement prohibited car washes except within a service station. This plan called for one or more car wash bays associated with the car dealership. Additionally, there would be indoor and outdoor storage and display of new and used motor vehicles, a body frame shop, paint shop, the storage and dispensing of fuels, lubricants and fluids, etc. This was the very reason they excluded car dealerships from the original approved use. She appealed to the Council to assure motor vehicles sales and services would not be allowed on Lot 110 or anywhere else on the property. She commented that several large pipes from the development were on the border of her property, so she would have damaging erosion to her land. With regard to aesthetics, she commented that while the statement of intent spoke to outside building materials, the franchise buildings were free to construct as they chose. She asked the Council to assure the design parameters were incorporated in the ordinance as conditions. She stated that nothing that had been submitted by the developers seemed to be appropriate or harmonious with the surrounding environment. What went in this development was important to them since Stadium Boulevard would be extended across their road and through some of their homes. She felt

the commercial development immediately west of their homes should enhance rather than detract from their rustic setting. A hodgepodge of unrelated businesses and buildings was not what they wanted as a signature of their neighborhood and City.

John Clark, 403 N. Ninth Street, asked the Council to reject each and every part of the application that had been brought before the Council. He did not believe they should have ever allowed this to go forward again by pushing aside the one year requirement. He believed the reason for the ordinance saying they had to wait was so there would be only one bite at the apple. For the Council to open this up, they were essentially sending a message to the Planning and Zoning Commission indicating Council would approve something. He thought the Council had a chance to correct that mistake. He believed one bite of the apple was all that should have been allowed and was the intent behind the restriction on being able to come back to the Council. He commented that he had spent 15 years building neighborhood associations and respected the interest of the neighborhood associations here. He was glad they had a second chance to say something, but did not believe the agreement addressed City-wide implications by the fact they had not done meaningful comprehensive planning for the City as a whole. There was nothing about the implications of this rezoning, the plan and everything to the east, which he believed to be the real issue. He encouraged those who were in favor of meaningful comprehensive planning to reject this. He noted he was also quite concerned about the use of mediation in the context. He felt the interjection of this concept at this time in this context muddled up this entire issue. It gave tremendous weight to the viewpoints of the two neighborhood associations who participated. He believed the way mediation was used in this context actually increased distrust in this process. He thought they needed to revise their decision processes with the goal of increasing public trust across the board. He did not feel this did that.

Sutu Forte, 627 Bluff Dale, stated she was concerned about the development and what it would do to Mother Nature. She noted she took a ride around the property and saw a lot of erosion. She did not see plantings to help protect the silt of the hillsides. When looking over the bulldozed area down into the creeks, things were getting full of rocks and rubbish. She commented that it was just around the corner from where she lived and would affect the Hinkson Creek as well. She explained this had been introduced to her as the "gateway to Columbia" and thought that was important. It was not just its function, but how it looked as well because visual was important for attracting new residents. For some reason, it had jumped to a done deal in that there were a certain number of lots and it had to have a Taco Bell and a car lot. She wondered what had happened to the gateway to Columbia idea, which she felt was visionary. She commented that she was excited about a recent article in the Missouri Conservationist and had brought several copies to give to the developers because she did not want to them to think of her as the enemy and she did not want to think of them as the enemy either. She understood they were trying to do something good for Columbia. As Mr. Sturtz mentioned in his acceptance speech, she thought it was important to have environmentalists work side by side with developers. She commented that there was an article on low impact development of land usage, which she found to be exciting and encouraging. It showed development could work with native plant species. With neighborhoods being so close, she felt how things looked outside front and back yards and

the sounds they were experiencing were important. She reiterated her concern for the land, trees, nature, etc. and stated she was thinking of the future of Columbia 20-30 years from now.

Mike Martin, 206 S. Glenwood, understood the Council was going to rezone the rest of the property from A-1 to C-P and noted he had just looked at the property on the County Assessor's website, which indicated all of it was agriculturally zoned and vacant farmland. He provided a handout and stated there were dozens of individual plats that were a part of Crosscreek on the Assessor's website. He picked out a few. There were 28 acres on one plat owned by Stadium 63 Properties. The City had it zoned planned commercial and the Assessor had it zoned as vacant farm, and as a result they paid $40.57 in property taxes last year. He noted this problem was all over town. There were hundreds of plot plats like this in active subdivisions, etc, where people were virtually not paying any taxes. He picked out several parcels from the Broadway Bluffs/Broadway Shops developments. One was 1.4 acres and the assessor stated it was worth $182,000, but it was currently for sale for $1.228 million. The cost to Columbia in lost taxes was very high. He suggested the City let the County Assessor know when property was rezoned, so the designation was changed and taxed accordingly because it was costing the schools, the City and others that relied on property taxes.

Kurtis Altis, 1505 Azalea, stated he was Vice Chair of the Shepard Boulevard Neighborhood Association and commented that he would speak as both a proponent and opponent for this. He thought a neighborhood representative should come forward to confirm the vote they were already familiar with. It was almost 2-1 in favor of the development. In regard to the mediation, he suggested the Council not recommend this process for any future neighborhood to undergo. If the Council wanted to be helpful in communication, offering suggestions or something similar would be better. He felt the confidentiality issue was a huge one. He wondered whether some of the language used tonight and at prior Planning and Zoning Commission and Council meetings complied with the confidentiality agreement. In addition, he was uncertain as to what he could say. He believed to say the public could not know what had been discussed was a huge negative for what was suppose to be a community coming together to make a decision. With regard to the neighborhood vote, he was under the impression that some people had really not read the document. He noted he had not talked to anyone outside of those participating that had indicated they had gone through all of the documentation. There were people who stated they believed the vote was whether or not commercial development was going to be allowed at this location versus the alterations they would allow to the development. He stated he was personally not happy with agreement as it was presented and was glad the "shalls" and "shoulds" were being discussed because the specific language was very important. One of the reasons he opposed this was because it was arbitrary on whether or not they compiled with the architectural standards. The review board had no authority. He commented that he was very happy with the sign height reduction, but wondered why signs of five hundred percent of that had to be on the south side for the dealership.

John John, 1001 LaGrange Court, stated he was present as a friend of the Lamb's, whose property was not listed, under contract or for sale at this point. He commented that he

had looked at their property at the end of June because the Lambs felt it was time to decide what to do with it since they had commercial on one side, a water tower on the other side and a four lane highway on another side. It was not a low density residential property. He asked if they had asked why the street alignment was the way it was because according to subdivision code, it should have had a street to the south side. In fact, when Bruce Myer owned the property there were two sets of plans, one with and one without the stub street. He commented that it was not about the stub street. The issue was access. They were told access was not issue and that the property had good access, but when a developer outside of the area came to look at the property and went through a concept review, they were told they needed to contact the Crosscreek development to buy a lot so they could have the appropriate access. He stated the City was planning on spending $7 million to start building a line of roads from New Haven to this intersection. If they expected this to be a single family residential neighborhood, they were blocking the continuation of that access road up to Broadway. He asked about the planning process and wondered if they were thinking this all of the way through. He wondered if they had good access. At one time they were told they did and would not need to worry about it, but at another time they were told they did not. If they had good access and did not need a stub street, they were not worried about it, but if they were going to be told they did not have good access and would need to cross another piece of property or buy another piece of property, he did not feel that was appropriate or good for Columbia because they would have created a situation where they blocked a way to get north to WW for convenient access. He agreed with the developer in that it was not fair to ask him to do it at this time, but it was also not fair to the Lamb's or future property owners to not have appropriate access. If they were going to spend money to get here from Maguire, he thought they should spend some time thinking about how they would get further north. He thought they should plan for the future without thinking nothing would ever happen with the undeveloped property. He noted there was an undeveloped 80 acre piece of property to the east and they were being told they could probably figure out a way to get across it. He wondered who would figure it out and get them access. He also wondered if they would not need a stub to that property since this property did not need a stub to them. The plan for creating access points was specifically for this type of undeveloped property. He did not think they could say a single house on 45 acres was a developed piece of property when they allowed commercial to creep up on three sides. He felt they were suggesting to the owner that it would be a more intensely used property in the future and proper access should be provided. He reiterated it was not about the stub street. It was about proper access and consistency.

Ms. Hoppe understood that if they did not require a stub street for this development, he was suggesting the Lamb's did not want to be told by staff that they needed to buy a piece of property in order to develop their property. Mr. John stated that was correct. He did not think they could not be told it was not required or not needed on the one hand, if when they came in with a developer in the future, they were told they had to have better access. He agreed they had better access than they previously did, but it did not appear as though they had appropriate subdivision code access. If this Council with this staff was willing to say two roads out to Cinnamon Hill was good enough for an intense development, they were okay

with it, but if they could not say that, he thought they needed better access from this development.

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

Ms. Hoppe commented that there was a reference to reduced lighting for the car dealership in the evening and asked what that meant. She wondered how the City could determine whether they were in compliance or not. Mr. Teddy replied there would just have to be visible evidence that it was a lesser light level overnight than during business hours. Ms. Hoppe asked if they had required reduced lighting in other areas and if they had a more measurable amount than what was provided here. She explained she was referring to the dealership. Mr. Teddy replied the lighting ordinance addressed minimum security lighting levels allowed overnight. Ms. Hoppe asked if they had a minimum. Mr. Teddy replied if the standard was to reduce to a security level of lighting, he thought they did have standards.

Ms. Nauser thought it would be a different level because they would have outside inventory they would need to maintain as secure. It was different than a regular store with inventory on the inside. She believed parking lot lighting would be less for a facility other than an auto dealership. Mr. Teddy stated that was correct. He explained they had a separate section for outdoor display area lighting, so there were some different allowances. Ms. Nauser understood the reduction could not be expected at the level of an indoor facility since this was predominantly an outdoor facility. She asked if that would make a difference when it was surrounded by light from other businesses that were open during that time. Mr. Teddy replied the surroundings could make a difference in how the lighting was perceived.

Ms. Hoppe commented that as she was driving from Kansas City to Columbia, she noticed how extremely bright and blinding lights were at car dealerships. She did not think "reduced" was really a standard. Mr. Teddy stated 10-20 foot candles were allowed for an outdoor display area, which would include a car dealership, adjacent to the roadway. This was high compared to what was allowed in a conventional parking lot.

Mayor Hindman asked what kind of lighting would be allowed in a parking lot. Mr. Skala replied he thought regular parking lots did not allow much more than 2 foot candles outside the perimeter line. It was substantially higher for display areas. He noted there was no number in terms of reduction in the ordinance. Mayor Hindman wondered how they could deal with that. Ms. Hoppe stated she was interested in some suggestions.

Ms. Hoppe asked for an explanation regarding how the City would monitor stormwater in terms of construction and wondered if they had enough staff. She was concerned about the silt going into the creek. Mr. Glascock replied they had staff that took care of that and whether they had enough staff was debatable. He noted the stormwater fund could only fund so much. He explained they had been monitoring the site and DNR and other people had been out there, and they had been in compliance with the ordinance each time. Ms. Hoppe asked if he was stating there had not been violations. Mr. Glascock replied no and explained he was saying the last few times, it had been corrected. Ms. Hoppe stated she wanted to ensure there were no further stormwater violations because this was by the Grindstone. Mr. Glascock commented that he did not think there would be because the slopes were already built. He thought they would be close to stabilization by now. He believed there might still be some erosion fencing at the bottom. He thought there might be a little more they needed to

do, but he did not believe immense grading would take place. Ms. Hoppe asked how often the City would check on it. She wondered if it would be checked once a week and after rain events. Mr. Glascock replied they would check it after a rain event for sure to ensure everything was functioning properly. Other than that, they tried to get out every week to two weeks, but it was not on a set schedule.

Mr. Sturtz understood early in the review process the developers had more intensive uses for this area and asked if they were told they could not go forward with that project because it would create too much traffic. Mr. Glascock replied they had discussed traffic and because of the access to Maguire and Lemone, a certain type of development was required on the south lot with regard to how many cars and trucks could go in and out of there in a certain period of time, so they did dictate what traffic could come out of there. Mr. Sturtz asked if offices or a hotel were too intense for the traffic load. Mr. Glascock replied he believed that was correct, but could not recall the exact uses. He stated they wanted something that involved off-peak hours. Mr. Teddy stated there was an application with multiple uses that was withdrawn, but he was not sure if it was withdrawn due to staff comment. Sometime thereafter, they had the opportunity to put in the car dealership. From a traffic perspective, the staff comment was that compared to some of the earlier proposed uses for that lot, this would have less of a negative impact on the intersection.

Ms. Hoppe understood MoDOT would only allow one right in and right out to the property, which was the restriction. Mr. Glascock stated that was correct.

Ms. Nauser understood there was already a south exit off of Cinnamon Hill. Mr. Glascock stated that was correct. Ms. Nauser understood adding the stub street to the north would provide the same type of access because it would be going to the same place. Mr. Glascock stated that was correct. Ms. Nauser asked if that was why they were saying it was not needed. Mr. Glascock replied they were looking at one tract. When doing traffic engineering, they needed to look at the global issue. Right now he was looking at funneling his traffic out of there. What staff was looking at was the fact there were no collector roads identified in this area. The only one identified even though it did not have a corridor yet was Stadium along the north side of the creek. He agreed with Mr. John in that staff should be looking at what was needed for all of the properties in that area. He pointed to an area on the map on the overhead and stated a collector would probably be needed at that location and a collector off of Broadway would probably be needed to tie into Stadium between Rustic Road and an intersection he pointed to on the overhead. He explained they needed collector systems in the area. A stub street would not do that. It would be more of a driveway. He currently had access for his agriculturally zoned property and that was what they would say was his access today. If he wanted to bring in a development, they might require a stub street over to the property line so it could be carried over when this road was built. He reiterated that they needed to look at it more globally than just the 45 acres.

Mr. Janku asked if there would be any difference in capacity in terms of development for the Lamb property if Cinnamon Hill went through the Lamb property instead of being extended to the west. Mr. Glascock replied not in his mind. He explained he would have to build less street on his property in the future, but the access would be the same. Mr. Janku asked if the volume of traffic that would be permitted would potentially be the same. Mr.

Glascock replied yes. He explained he would have to build more internal streets to his property. Mr. Janku understood it would not affect the number of units of residential development or the size of the commercial development. Mr. Glascock replied no and explained that was dependent upon the development and how it would lay through his property. He noted he would have to have stub streets to the east as well. They would have to determine whether they wanted to hook it to Timberhill or not.

Ms. Hoppe understood the City Master Plan did not have any roads in this area. Mr. Glascock replied there were no collectors or greater-type roads identified in that area except for the expressway of 740.

Ms. Nauser asked if it would be fair to say they would need to have the alignment of that extension before they would be able to do any planning for collector streets. Mr. Glascock replied yes. Ms. Nauser understood that was the key piece to begin future planning and once they had that, they could start looking at this area as a subarea and how they could tie in collector streets. Mr. Glascock stated he was hopeful they would have a decision of record with the Federal Highway Department by the first part of next year. He pointed out MoDOT had the 740 extension on its list of needs. Ms. Nauser understood it was not a lack of planning on the City's part. They were basically waiting on MoDOT. Mr. Glascock stated that once the extension was nailed down, they could nail down the collector streets in that area.

Mr. Sturtz stated he felt the mediation process was something to be admired and appreciated Mr. States pushing forward with it. He believed Mr. States had negotiated in good faith and invested a fair amount of money in the process, and he applauded that effort. He wished it would have happened sooner in the process because he felt uncomfortable with this coming back a second time and not being substantially different. He commented that this was a notorious project in that they had cut and fill and clear cutting since it was a speculative project from the beginning, which was a disappointment for such a prominent corner of the City. He believed it was a gateway in part and would set the tone for the area. He reiterated not everything was done wonderfully there, but some of the things that had come out of there were good, such as the stormwater catchments, the architectural design theme which had been developed for all of the lots except lot 110, etc. He stated he felt as though he had a split vote inside him. He wanted to send a message indicating mediation was a process they should be promoting and supporting, but did not feel comfortable with an auto dealership being at such as prominent spot. He did not believe it was the highest use of the property. He felt there had been the potential for a higher density use there. He noted he was not a traffic engineer, so he deferred to staff when they stated it would not have been able to sustain it. From a layman's perspective, there was not another intersection that would be as good for intense development with land set aside for the sensitive creeks. He stated he thought he would vote against the proposal because he did not believe the interests put forward by the neighborhood group represented the City-wide interest. It was an incredibly important intersection in the City and he did not feel it reflected the best thinking available for it. He thought it was a shame that more groups did not come forward and could not fault Stadium 63 for not assembling more groups. He only hoped in the future, the process of

collaborating with neighborhood, citizen and business groups would start earlier, so they would not be faced with a situation where they were basically re-voting.

Mr. Wade commented that he felt this was an important site with an important set of issues and that they were trapped by a history of inadequate planning and outdated zoning codes. While he did not like the nature of this development, he believed they were bound to the regulations and laws already in place in terms of zoning and the conditions of the site. This had been talked about as a commercial development, but it had started out as a real estate development for commercial purposes. It was organized into 13 plats of which 10 were to be sold as real estate plots and then developed. This was a structure of commercial development that was popular 20 years ago and one of the concepts that replaced the large regional mall. He believed it was outdated as new concepts had come from new urbanism and form-based planning. They involved more mixed use and integrated development. He wished he could change some of the decisions he had made when he was on the Planning and Zoning Commission, but recognized he could not do that. This was the legal framework with which they had to make decisions. He commented that there were four of these types of developments. Those were Bass Pro, the development northwest of Broadway Shops, the development at Forum and Nifong and Crosscreek. He hoped this was the last one. He stated he believed the intensity on the site was about a half to a third of what it should be. Due to the lot structure, these became sites for national chain businesses that had a specific branding and architectural design that was not congenial for local business. He reiterated he could not change this and go toward a structure of development he preferred. He commented that he considered the March vote a breakpoint. It was a poorly designed proposal in terms of how it was done and he believed his no vote was appropriate. He felt this project started when the no vote took place. As he looked at his opposition that informed his no vote in March, he found several key points. He noted he had made the commitment that the integrity of the original decision in terms of uses required the participation and agreement of all parties. The agreements now in place had done that, so it was no longer a negative for him. The mediation process was not a product of the Process and Procedures report. It was an attempt for disparate parties to try to come to agreement. It had to be a negotiation due to the prior history and relationship. It was the only methodology that had a chance of working. As he had listened and watched, it had worked. He agreed it was uncomfortable because the agreements they had come to were not necessarily ones some of them thought they should be, but noted he would continue his commitment to the integrity of those agreements. Another component of his no vote was due to all of the changes that took place between the Planning and Zoning Commission meeting and the Council meeting. That had not occurred here because what the Planning and Zoning Commission had evaluated was before them. He commented that there were four decisions, but he only received one vote, which he felt was inappropriate. He stated his one vote was based on the fact he believed the proposal before them had met the criteria of what an appropriately developed project should meet. It met the standards in the zoning codes and the requirement of imposing a set of standards through the negotiation process. The neighborhood agreements accepted the legitimacy of the new car dealership and he would accept those agreements. He noted his one vote would be a yes vote.

Ms. Nauser commended everyone who participated in the mediation process as it was likely not an easy process. In her view, the mediation process was not an open invitation for every individual in the community to participate. She believed it needed to involve parties with direct interest. Going back one or two zoning requests, there was an agreement between the neighborhood associations and the developers of what would and would not be allowed, which the developers wanted to change to a hotel and then a car dealership. She felt this was where the problems of trust occurred. She believed bringing in more people than those that originally participated seemed burdensome. If people were going to be faced with having a community invitation to the mediation process, they would kill mediation because she did not believe anyone would want to get that many people together to work out a solution for a distinct geographical area. With regard to this particular mediation process, she noted people were invited, participated and saw the document that was prepared. It went to a vote of the neighborhoods that were a party to the mediation and they agreed with the wording and intent. She agreed that changing it was not fair to the people who took the time to work out the agreement. She did not feel it was appropriate for the Council or the Planning and Zoning Commission to interject what people might have really wanted. She believed it should stand as written since that was what had been agreed to. With regard to architectural review, she pointed out there many architectural review boards throughout the community. Many subdivisions had architectural review boards. There was a set criteria of what needed to be included on the property with regard to architectural standards, but no one was dictating the actual design of the building. It only had to incorporate the items required. Architectural review boards were not there to vote on appearance. They were there to determine whether it met the criteria set forth in the covenants and restrictions. She commented that she believed not developing this property would bring further environmental degradation because they needed the landscaping, structures, stormwater mechanisms, etc. in order to stabilize the property. She felt it was time to begin the healing process by moving forward. She stated she believed it would be a nice addition to the community and would support it.

Ms. Hoppe thanked the developers and neighborhood associations that participated in the mediation process. She stated she was not convinced this was the ideal or best process or a process they wanted to promote, but understood why it was chosen. She believed facilitation in advance should have been the model. She commented that they always wanted the developer and neighborhood associations to come to some sort of agreement regardless of whether it involved mediation, facilitation, etc. and did not believe that required the Council to abrogate their responsibility to ensure this development met the requirements. She stated they should not abrogate their responsibility to the neighborhood associations and commented that the neighborhood associations did not have knowledge of all ordinances. In addition, the neighborhood associations were not voting to look after the interests of the City. She felt blindly accepting the mediation agreement would set a bad precedent unless they agreed with it. She, like many others in the community, believed a great opportunity was lost for a much better development in this area when the structure of the land was changed, cleared and rendered more conducive to this type of development. She believed it was important to not just look at road access when planning because it was only one factor. The terrain and landscape were also important. She stated she just returned from Oregon and

Washington where the terrain was a valuable asset and saw how some communities treasured it and used it for economic development. In terms of rezoning the property that was previously owned by MoDOT, she felt they would be better off having green space there. If this were to pass, she wanted to discuss some potential amendments. With regard to the car lot, she was concerned about the lighting and did not feel it was the best use for this gateway. She commented that she was torn because the actual participants who knew the details well did not agree to the mediation agreement, but the neighborhoods had approved it. Personally, she did not feel it was a good decision for the City, but the neighborhood associations had voted indicating they were fine with it. If this did move forward, she suggested incorporating the mediation criteria in the statement of intent.

Mr. Skala explained in preparation for this, he went through his notes from March when he voted against the proposal. He commented that this was brought back due to the justification staff provided. He did not believe it was a huge change, but there was some change and the mediation effort. He stated he was not sure he understood that process, but appreciated it. He agreed it would have been nice if they had done this earlier in the process. He noted he had a nice discussion with Mr. States this morning and they agreed positive movement had been made with the mediation process and other issues. The question was whether there was enough movement. He stated he continued to oppose the rezoning request, the amended use and the C-P plan on a number of levels. He felt the process and procedures issue had been somewhat addressed with the mediation effort. He stated he agreed with Mr. Wade in that it would be nice to have more than one vote since there were multiple issues and noted he opposed the rezoning because he felt it could be better used as a buffer. He understood this was mediated in good faith and the Planning and Zoning Commission made a recommendation for approval, but he did not agree with them. He stated he was still concerned about an auto dealership in the sensitive watershed due to runoff and hazardous spills. He commented that he thought of auto dealerships at entrance corridors and the tendency of auto dealerships to cluster since it was the most efficient way to sell cars. He noted sensitive environmental areas were discussed during the Visioning process. In the topic of managing growth, the goal was stated as a community with an open, transparent, inclusive planning process that valued and managed growth, protected the environment and City character and was beneficial and equitable to all. He felt there were better venues for a car dealership. There was a lot of property at the Lake of the Woods exit and he understood Mr. Mendenhall was trying to lure a car dealership to that particular location, which was along the I-70 corridor where many were. He believed this one would set the stage for further development. With regard to the plan, he commented that they did not know where the Stadium alignment would be, but understood that would be known soon for planning purposes. He also understood the BMP maintenance would be the responsibility of the people who owned the property. With regard to landscaping, they were replanting a lot of trees and this was a much better plan than before, but there were thousands of trees that were cleared. The signage had been improved, but there were still some outstanding large signs. He agreed they did not have form-based codes yet and acknowledged it would be a much better situation if they did because they could concentrate less on imposing architectural standards and more on the flexibility of uses. He commented that he felt Glenn

Rice of the Planning and Zoning Commission summed up his thoughts when he stated it was upsetting to him that Toyota was a non-participant and opted out of the negotiation process. He also stated putting trees around this area with a parking lot in the middle was like putting parsley around a pig and he shared his view. Mr. Skala commented that this development required one to get into a car and drive to the next lot instead of being able to walk from place to place easily. It encouraged the car culture. It was an anathema to where they wanted to go with form-based codes. He stated they were abandoning what they were trying to do with GetAbout Columbia with modal shifts. He noted this was at the confluence of the Grindstone Creek and the bridges for the Maguire extension would already destroy more of the 25 percent of the trees that were required, so they did not have much left. The creek banks were no longer riparian areas. It was the surface skimmed off of the top and dumped toward the creek and he felt it was a travesty. He reiterated he intended to vote against the rezoning, the amended use and the C-P plan. He quoted a National Geographic article where a former Orange County, Florida Commissioner stated "We have allowed Florida to be turned into a strip mall. This was our great tragedy, but just because we have ruined 90 percent of everything did not mean we could not do wonderful things with the remaining 10 percent." He stated he thought they could do better in Columbia.

Mr. Janku stated he had learned quite a bit from this development in terms of development standards and the process of neighborhoods and developers working together. He thought mediation could be positive, particularly with respect to the issues that most directly affected the neighborhoods in the immediate area of the development, but also believed they as the Council needed to decide whether mediation was in the best interest of the community, and there could be times when they might not agree with all elements. He recalled years ago when a developer and a neighborhood association came to an agreement on a development plan which essentially violated City policy with regard to access, etc. because the neighbors wanted a particular use and did not want much access through the neighborhood. He stated this was somewhat different than the agreement voted on previously. He felt the most significant change was the attempt to move toward unified architectural standards. He understood the neighbors were allowed to participate in the follow up to it, which he felt was significant. He stated he intended to support this. He agreed with Mr. Wade in that he wished it would have been a more intense, higher economic value type development.

Mayor Hindman stated he agreed a more intense and walkable development would be superior, which was why he was in favor of the hotel when that issue came up. He commented that he felt they had to live with the rules that existed and those rules permitted what had happened. None of them liked the speculative clearing of the land. He understood the entire community was upset about it, but the rules that existed permitted it to happen. With regard to a more intense and walkable community, he noted the developers had followed what was legal at this time, so he did not think they could say they could not do this. That would leave them not knowing what they could do. He explained they were discussing looking at form-based zoning, etc. that would improve the situation. He stated he also agreed this process had improved upon the standards by which they would have normally developed. He commented that the car lot would have higher standards with regard to

landscaping in the parking lot. There would be architectural standards with respect to the buildings. He agreed it would be better if it was similar to Broadway Shops, but believed they would end up with a development with architectural integrity, better signage standards, landscaping, etc. than would be required. He thought they would end up with the best they could hope for within the rules they had. He agreed it might be a missed opportunity, but noted changes had been made. He stated he would support it.

Mr. Wade commented that this project would probably have a long term impact on policy in Columbia because it had clearly identified deficiencies in the planning process and development policies with regard to land disturbance, the tree ordinance, etc.

Ms. Hoppe asked if the recommendations of the Planning and Zoning Commission were included in the ordinance or if amendments would have to be made. Mr. Boeckmann replied the statement of intent was as it was submitted by the applicant. He explained the Council could not change the statement of intent, only the applicant could. The Council could, however, include an amendment in the body of the ordinance as a condition.

Ms. Hoppe stated she wanted to include in the body of the ordinance the changes recommended by the Planning and Zoning Commission to include the change to page 9 so "generally should" was replace by "shall" which was in conformance with the mediation agreement.

Mr. Skala thought "shall" was in the mediation agreement and asked what she was changing. Ms. Hoppe replied page 9 of the agreement exhibit draft said "generally should be consistent." She wanted to change it to "shall be consistent." Mr. Skala asked if that was part of the language of the mediation agreement or if it was a recommendation from the Planning and Zoning Commission. Ms. Hoppe replied the Planning and Zoning Commission recommended the statement of intent be changed. Mr. Teddy explained the recommendation was to change the top bullet point of page 9 of the applicant's submitted statement of intent to read "shall" instead of "should".

Ms. Hoppe made a motion to include in the body of the ordinance a statement so that the top bullet point on page 9 of the statement of intent stated "shall" instead of "generally should." The motion was seconded by Mr. Skala.

Mr. Boeckmann stated he did not know what words in the ordinance were being changed. Mr. Janku explained the problem was that the bullet point was in the statement of intent, which could not be amended by the Council. The ordinance needed to be changed.

Mr. Janku asked if the language in the statement of intent reflected the agreement that came from the mediation process. Mr. Beckett stated the "shall" Ms. Hoppe was referring to was included in the second bullet point on page 9 of the statement of intent. Mr. Wade asked if that was part of the mediation agreement. Mr. Beckett replied it was. He explained the statement of intent in this form was attached to and part of the mediation agreement, which was specifically approved by the neighborhood associations and developer. Mr. Skala commented that if that was the case, he did not believe they could change it.

Mr. Skala stated that if it was part of the mediation agreement, he was withdrawing his second of Ms. Hoppe's motion. Ms. Hoppe's motion died for a lack of a second.

Ms. Hoppe stated she was also concerned with the issue of reduced lighting at the car dealership because she felt it needed to be something meaningful to the neighborhood.

Mr. Beckett commented that they had agreed to 20 foot light standards, which were short. They checked with Machens, and as a matter of practical energy savings, they turned down the lights at night. He noted that if Machens did not use the lot, they had to revisit the use of the lot with the neighborhood associations under the mediation agreement. It would be downward facing box lights on the light standards. He felt the lighting was addressed by the limitations they had already agreed with.

Mr. Skala stated he agreed 20 foot standards were reasonable as well as cutoff fixtures, but the specifications in the lighting standards were semi-cutoff, which meant the lenses could come below the box feature. Lenses sagging below the cutoff made it problematic. The other issue was the extent to which lighting was reduced because they had no way to quantify it except by specifying the spillover to the property line. He suggested no more spillover than what a normal parking lot might have after lights were dimmed, but thought they needed to talk to an engineer. Mr. Janku stated he thought that was a standard.

Mr. Wade commented that 20 foot standards with semi-cutoff features would have a fairly reduced level of off-site bleeding. Mr. Skala pointed out it had an increased level because it was a car dealership, which had a much larger allowance. If they had agreed to reduce it to some degree, they needed to come up with a way for them to reduce it at the property line. Mr. Janku asked if that would allow flexibility to step it down at the edge. Mr. Skala replied he thought so. He stated they wanted enough lighting for security lighting and felt the real test would be to determine how much they would have to reduce their display lighting to ensure there was no spillover.

Ms. Nauser asked if the lighting ordinance already dealt with this. She wondered if they were asking for something more. Mr. Teddy replied there was nothing that required turning down the lights. There were standards that said what a minimum level of security lighting was. Ms. Nauser asked for clarification. Mr. Teddy explained the Crosscreek document just said reduced. It did not indicate the level of reduction, such as security level, etc.

Mr. Skala suggested they specify the spillover at the property line would be no more than what was allowed on a regular parking lot when a regular parking lot was lit. It would require them to lower the lighting because a car lot had a bigger allowance at the property line during business hours. If they reduced it to the level of a regular parking lot, he thought it would help the situation.

Ms. Nauser asked where the spillover was and if it was on the highway. She asked where the closest residence was. Mr. Skala replied the amount of spillover was an index of how bright the bulb was. Mr. Beckett explained the letter of intent stated all of the light fixtures would be shielded from direct illumination of public streets and neighboring properties. Mr. Skala stated there was a statement indicating the lighting would be reduced to some degree. They were struggling with the extent to which it would be reduced. Mr. Beckett explained they did not have a definition either, but there intent was to reduce them at night.

Mr. Skala commented that they had already agreed to reduce the light to some degree and suggested they ensure there would be no more spillover than on a regular parking lot. Mr. Watkins did not think there would be spillover because there was a landscaped strip

there. In addition, they had full cutoff fixtures and were not allowed to go onto the public right-of-way. He was not sure they had not already achieved what he was suggesting. Mr. Skala stated he understood there was a more stringent reduction beyond the property line for a regular parking lot than a display lot. Mr. Beckett stated the statement of intent read "...light poles that are a maximum height of twenty...all such lights will be shielded to direct illumination away from residences, public streets, and other public areas, and wall packs will not be used." Mr. Skala stated if they were shielding the point source of light and it could not be seen off the property, he thought it was satisfactory. There was no way to quantify the statement regarding the reduction.

Ms. Hoppe stated the other concern the Planning and Zoning Commission had was regarding the architectural integrity and standards of the lots and including it in the statement of intent, which could not be done since they could not change the statement of intent. She asked if they could secure it within the ordinance in order to make it stronger. She suggested a unifying architectural theme in all of the buildings other than the dealership.

Mr. Janku noted the statement of intent read "the development will follow a unifying architectural theme on lots 101-109 by use of exterior finishes which will be within a compatible color range, and detailing characteristic...." It also indicated diversity in buildings on lots 101-109 would be allowed for interest. He recalled a lady from one neighborhood association indicating she did not want a standardized development.

Ms. Hoppe stated the Planning and Zoning Commission suggested the buildings should have exteriors that primarily used brick, a combination of brick and stone or brick with stone accents, and would compliment other brick and stone buildings already present in the vicinity. She thought the issue was whether the City could enforce it because it was not in the statement of intent. It was in the mediation agreement. Mr. Boeckmann stated the City was not a party to the mediation agreement, so they could not enforce it. Ms. Hoppe suggested it be inserted in the ordinance so it could be enforced.

Mr. Beckett stated that language appeared in two places. It was in the mediation agreement and in Exhibit D to the declaration of covenants which was attached to the mediation agreement and statement of intent. The statement of intent required the declaration of covenants to be recorded and it contained the language. The statement of intent included a list of prohibited and required exterior building materials. If they wanted to deviate from that list, they would have to come back to the Council and if they wanted to deviate from the brick and stone theme, they had to go back to the neighborhood associations for approval.

Ms. Nauser noted they did not have an architectural standard and they had agreed to this standard. She stated she did not want a town that looked the same everywhere. She thought they had what they were looking for here. She felt they had gone above and beyond in many cases and suggested they move forward.

Ms. Hoppe stated if it was a "shall" instead of a "should" and if it was enforceable by the City, she was fine with it. She wanted it to say "there shall be a unifying architectural theme" instead of "there generally should be a unifying architectural theme." Mr. Boeckmann stated the language on page 8 of the statement of intent read "the development will follow a unifying architectural them on lots 101-109." Mr. Skala understood "will" was a "shall."

B228-08 was given third reading with the vote recorded as follows: VOTING YES: WADE, NAUSER, HINDMAN, JANKU. VOTING NO: SKALA, HOPPE, STURTZ. Bill declared enacted, reading as follows:

B236-08 Authorizing the installation of additional parking lot lighting at the Activity and Recreation Center (ARC); appropriating funds.

The bill was given second reading by the Clerk.

Mr. Watkins explained this would approve the lighting scheme for the ARC and appropriate money to cover costs. He noted the only difference between what they saw earlier in the year and this involved doing this with the force account versus contracting it out. This provided more flexibility if needed.

Mayor Hindman opened the public hearing.

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

B236-08 was given third reading with the vote recorded as follows: VOTING YES: SKALA, WADE, NAUSER, HOPPE, HINDMAN, STURTZ, JANKU. VOTING NO: NO ONE. Bill declared enacted, reading as follows:

(A) Construction of the North Grindstone Sewer Extension Phase I Project.

Item A was read by the Clerk.

Mr. Watkins stated this was Phase I for this particular sewer. Phase II would be to extend it from here to the high school site by going under I-70. This was included in the 2005 agreement with the Boone County Regional Sewer District for the entire Grindstone watershed. The City's share was about 4,600 feet and the Regional Sewer District was responsible for about 3,400 feet. In addition, the Regional Sewer District was providing the engineering and right-of-way. He pointed out this was the first phase of a project that would extend sewer north to the high school site. It would take out a package wastewater treatment plant and pump station as they moved to Phase II. The total cost of this project was about $1.1 million. The City's share was estimated at $620,000. He noted they intended to come back to Council when the project was completed as part of the engineer's final report with a special tie in fee that would be applicable to the City's part of the extension. He explained they were sizing the line to the point it could be taken under I-70 and could pick up the North Grindstone part. In addition, it would allow sewage to be pumped from the Hominy Branch, which was further north. It would save a substantial amount in terms of having to go through developed areas to upgrade sewer line sizes. Financing for this project was approved by the voters with the April sewer ballot issue. Should Council elect to proceed, there was an ordinance authorizing the City Manager to execute an interconnection agreement later on the agenda.

Mayor Hindman opened the public hearing.

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

Mr. Janku made a motion directing staff to move forward with the project. The motion was seconded by Ms. Nauser and approved unanimously by voice vote.

OLD BUSINESS

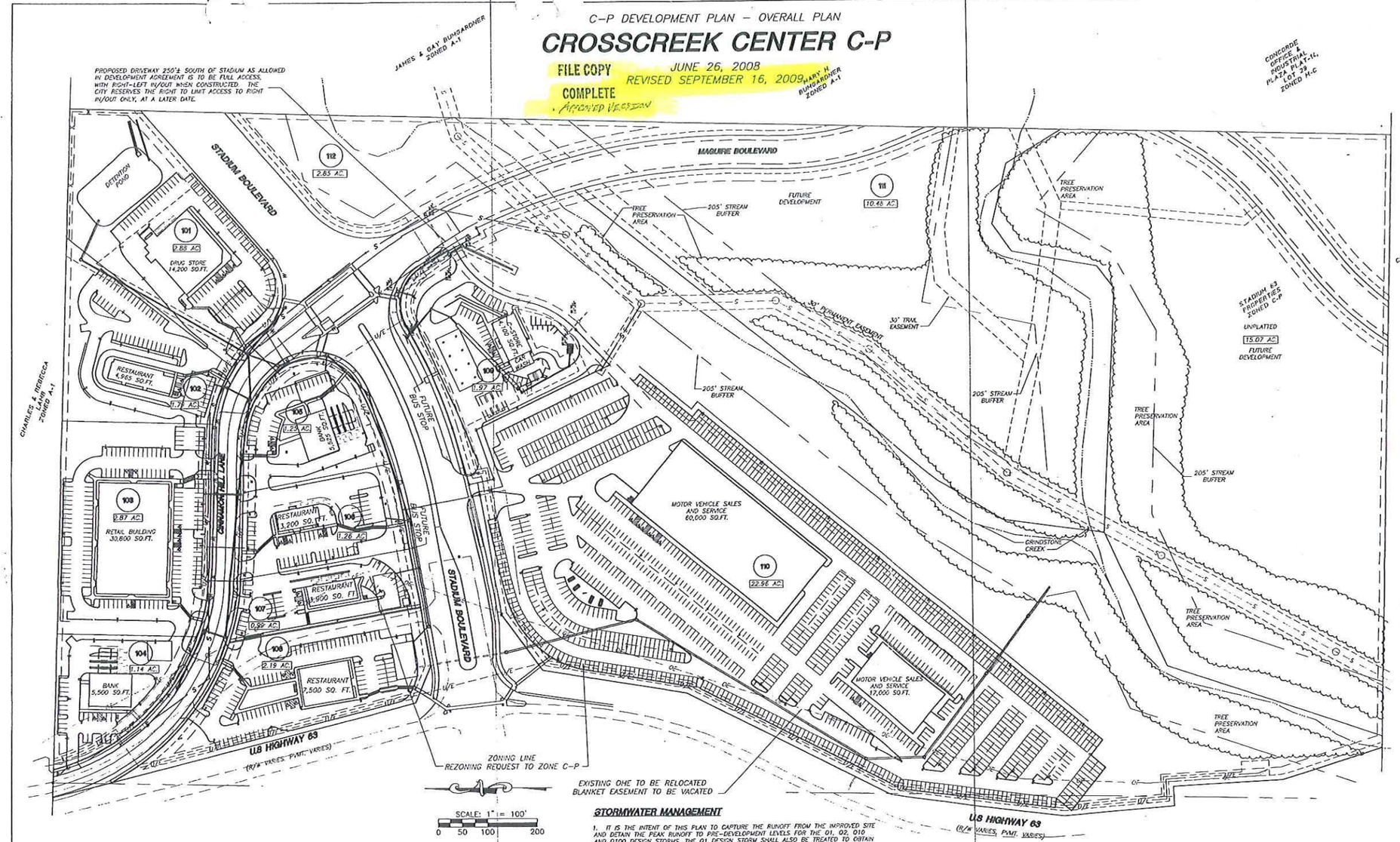
C-P DEVELOPMENT PLAN - OVERALL PLAN

CROSSCREEK CENTER C-P

FILE COPY
COMPLETE
APPROVED VERSION

JUNE 26, 2008
REVISED SEPTEMBER 16, 2009

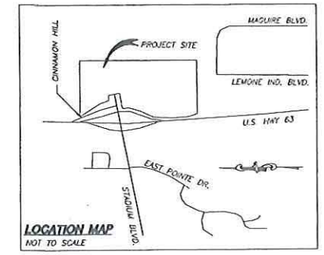
PROPOSED DRIVEWAY 250'± SOUTH OF STADIUM AS ALLOWED IN DEVELOPMENT AGREEMENT IS TO BE FULL ACCESS, WITH RIGHT-LEFT IN/OUT WHEN CONSTRUCTED. THE CITY RESERVES THE RIGHT TO LIMIT ACCESS TO RIGHT IN/OUT ONLY, AT A LATER DATE.



ZONING LINE
REZONING REQUEST TO ZONE C-P

EXISTING OHE TO BE RELOCATED
BLANKET EASEMENT TO BE VACATED

SCALE: 1" = 100'
0 50 100 200



LOCATION MAP
NOT TO SCALE

LEGEND

- WM ■ EXISTING WATER METER
- GP ○ GUARD POST
- FH ○ EXISTING FIRE HYDRANT
- WV ▷◁ EXISTING WATER VALVE
- HANDICAPPED PARKING
- HANDICAPPED PARKING SIGN
- E ○ EXISTING IRON PIPE
- S ● SET-IRON
- (R) REMOVE
- (REC.) RECORD
- M.H. ◎ EXISTING SANITARY MANHOLE
- CO ● EXISTING SANITARY CLEANOUT
- PROPOSED SANITARY MANHOLE
- PROPOSED SANITARY CLEANOUT
- LP ☼ LIGHT POLE
- PP ○ POWER POLE
- GUY WIRE
- OT — EXISTING TELEPHONE
- EXISTING GUARDRAIL
- G — EXISTING GAS
- OE — EXISTING OVER-HEAD ELECTRIC
- S — EXISTING SANITARY
- W — EXISTING WATER
- UE — EXISTING UNDERGROUND ELECTRIC
- W — EXISTING WATER
- S — PROPOSED SANITARY
- W — W — PROPOSED UNDERGROUND TELEPHONE
- PROPOSED STORM SEWER
- FLOWLINE (E)
- G — PROPOSED GAS
- UE — PROPOSED UNDERGROUND ELECTRIC
- W — PROPOSED WATER
- RD — ROOF DRAIN
- x — EXISTING FENCE
- x — PROPOSED FENCE
- 705 EXISTING CONTOUR
- 702 FLOWLINE (E)
- EXISTING TREELINE
- PRESERVED TREELINE

X:\Project\John Simon & Assoc\CROSSCREEK CENTER\DRAW TMC MINOR REVISION\LPT\JOS09-06.dwg MINOR SITE

GENERAL NOTES

1. BUILDING SIZE AND DIMENSIONS ARE APPROXIMATE. SEE ARCHITECTS PLANS FOR ACCURATE DIMENSIONS.
2. MAXIMUM PROPOSED BUILDING HEIGHT IS 45 FEET.
3. TRACT IS ZONED C-P WITH 5.01 AC. UNZONED PENDING C-P ZONING.
4. ALL DIMENSIONS ARE FROM BACK OF CURB UNLESS SHOWN OTHERWISE.
5. LOT 106 (CASE NO. 08-43) AND LOT 109 (CASE NO. 08-44) HAVE BEEN INCORPORATED INTO THIS PLAN.

EXISTING UTILITIES

SANITARY SEWER: EXISTING AND PROPOSED SANITARY SEWER AS SHOWN.

WATER: PROPOSED WATER MAIN TO BE EXTENDED FROM THE NORTH AS SHOWN.

ELECTRIC: PROPOSED ELECTRIC SERVICE TO BE EXTENDED FROM THE NORTH AS SHOWN.

OWNER:

STADIUM 63 PROPERTIES, LLC
C/O JOHN STATES
2005 W. BROADWAY STE. 220
COLUMBIA, MO 65203
(573) 442-8373

SITE DATA

ACREAGE: 71.2
ZONING: C-P
LOCATION: NE 1/4 OF SECTION 20-48-12

MINOR REVISION NOTES:

THE REASON FOR THIS MINOR REVISION IS TO RELOCATE THE CARWASH TO THE WEST SIDE OF THE BUILDING, REORIENT THE BUILDING AND PARKING, ADD A BASEMENT LEVEL TO THE BUILDING, REVISE PARKING, DRIVEWAY, DUMPSTER LOCATION, SIGN LOCATION, STORMWATER MANAGEMENT, VACUUM ADDITION, CANOPY SIZE AND LOCATION, BUS STOP LOCATION, AND LANDSCAPING.

APPROVED AS A MINOR REVISION

THIS 15TH DAY OF SEPTEMBER 2009.

TIM TEDDY, PLANNING DIRECTOR

FLOOD PLAIN STATEMENT

A PORTION OF THIS TRACT IS LOCATED WITHIN THE 100-YEAR FLOOD PLAIN AS SHOWN BY CROSSCREEK CENTER PLAT 1, RECORDED IN PLAT BOOK 42, PAGE 22 OF THE RECORDS OF BOONE COUNTY, MISSOURI.

STREAM BUFFER NOTES

1. GRINDSTONE CREEK IS CLASSIFIED AS A TYPE I PERENNIAL STREAM AS IDENTIFIED BY THE COLUMBIA QUADRANGLE USGS TOPO MAP.
2. THERE SHALL BE NO CLEARING, GRADING, CONSTRUCTION OR DISTURBANCE OF VEGETATION EXCEPT AS SPECIFICALLY APPROVED BY THE CITY WITHIN THE OUTER STREAM BUFFER ZONE.

STREAM BUFFER STATEMENT

THIS TRACT IS REGULATED BY THE CITY OF COLUMBIA STREAM BUFFER ORDINANCE AS DETERMINED BY THE USGS MAP FOR COLUMBIA QUADRANGLE, BOONE COUNTY, MISSOURI. A 100' BUFFER HAS BEEN PROVIDED FOR THE TYPE-I STREAM, GRINDSTONE CREEK, PER THE CROSSCREEK CENTER PLAT 1 PRELIMINARY PLAT APPROVED NOVEMBER 20, 2006.

TREE PRESERVATION

TREE PRESERVATION IS SHOWN AS PER THE APPROVED TREE PRESERVATION PLAN DATED SEPTEMBER 14, 2007.

STORMWATER MANAGEMENT

1. IT IS THE INTENT OF THIS PLAN TO CAPTURE THE RUNOFF FROM THE IMPROVED SITE AND DETAIN THE PEAK RUNOFF TO PRE-DEVELOPMENT LEVELS FOR THE 01, 02, 010 AND 0100 DESIGN STORMS. THE 01 DESIGN STORM SHALL ALSO BE TREATED TO OBTAIN THE APPROPRIATE WATER QUALITY LEVEL OF SERVICE. THE FOLLOWING METHODS MAY BE USED TO ACHIEVE THESE GOALS:

   A. THE USE OF PERVIOUS/POROUS PAVEMENT IN PORTIONS OF THE PARKING LOT. THIS TYPE OF PAVEMENT REDUCES THE TOTAL IMPERVIOUS AREA OF THE SITE AND FUNCTIONS AS THE STORM WATER SYSTEM INLET. WITH THIS TYPE OF SYSTEM A GRANULAR STORAGE/FILTRATION BED IS PLACED UNDER THE PERVIOUS/POROUS PAVEMENT FOR DETENTION AND TO ALLOW FOR GROUND WATER RECHARGE. SMALLER DIAMETER PVC PIPES WITHIN THE GRANULAR BED ALLOW FOR EXCESS RETAINED WATER TO DRAIN TO THE PUBLIC STORM SEWER SYSTEM.

   B. THE USE OF FILTRATION STRIPS ALONG THE EDGE OF THE PARKING LOT PAVEMENT THAT CAN PROVIDE SEDIMENT REMOVAL PRIOR TO DRAINING TO A PERMANENT WET POOL RETENTION BASIN. ADDITIONAL STORAGE AND TREATMENT MAY BE PROVIDED BY BIORETENTION RAIN GARDENS FOR SMALL PORTIONS OF THE SITE. SMALL DIAMETER PIPES SHALL DRAIN EXCESS STORM WATER TO THE PUBLIC STORM SEWER SYSTEM.

   C. THE USE OF GUTTERS AND INLETS TO INTERCEPT AND DRAIN RUNOFF TO UNDERGROUND STORAGE TANKS/VAULTS. WITH THIS TYPE OF SYSTEM THE RUNOFF IS DETAINED IN THE STORAGE TANKS/VAULTS AND IS THEN ROUTED TO A MECHANICAL SEPERATION FILTRATION DEVICE WHICH TREATS THE RUNOFF PRIOR TO DRAINING TO THE PUBLIC STORM SEWER SYSTEM.

2. ALL STORMWATER MANAGEMENT FACILITIES SHALL BE DESIGNED IN ACCORDANCE WITH CHAPTER 12A AND THE STORMWATER MANAGEMENT AND WATER QUALITY MANUAL OF THE CITY OF COLUMBIA. SUCH FINAL DESIGN SHALL BE PROVIDED BY THE ENGINEER THAT PROVIDES THE FINAL SITE CONSTRUCTION PLANS.

SIGNAGE

ALL LOTS, EXCEPT LOT 110, SHALL HAVE ONE FREESTANDING MONUMENT SIGN WITH A MAXIMUM HEIGHT OF 8 FEET AND A MAXIMUM AREA OF 64 SQ.FT. LOT 110 SHALL HAVE TWO FREESTANDING PYLON SIGNS WITH A MAXIMUM HEIGHT OF 40 FEET AND A MAXIMUM AREA OF 288 SQUARE FEET. SPECIFIC SIGN NOTES ARE PROVIDED ON INDIVIDUAL LOT SHEETS. ALL OTHER SIGNS SHALL CONFORM TO CHAPTER 23 (SIGN ORDINANCE) OF THE CITY OF COLUMBIA CODE OF ORDINANCES AS IT RELATES TO C-3 ZONED PROPERTY. REVISIONS TO SIGN LOCATIONS MAY BE APPROVED AS A MINOR REVISION.

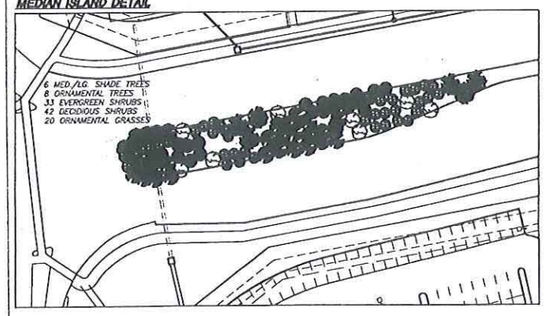
LIGHTING

LIGHT POLES SHOWN SHALL BE SEMI-CUTOFF SHOEBOX FIXTURES, INWARD AND DOWNWARD DIRECTED, WHICH MAY BE RELOCATED OR CHANGED IN TOTAL NUMBER BY THE LIGHTING ENGINEER WITHOUT ADDITIONAL APPROVAL. BUILDING MOUNTED LIGHTING IS UNKNOWN AT THIS TIME. ALL OUTDOOR LIGHTING SHALL BE SHOWN ON A FUTURE LIGHTING PLAN THAT WILL COMPLY WITH CHAPTER 29-30.1 OF THE CITY OF COLUMBIA CODE OF ORDINANCES WITH THE EXCEPTION THAT THE MAXIMUM LIGHT POLE HEIGHT SHALL BE 20 FT.

LANDSCAPING NOTE

ALL STREET PERIMETER LANDSCAPING, THE MEDIAN ISLAND LANDSCAPING, LOT 110 AND LOT 112 LANDSCAPING AND ALL NATIVE GRASS RESTORATION AND REFORESTED AREAS SHALL BE DONE IN ACCORDANCE WITH THE ROST LANDSCAPING PLANS DATED MAY 20, 2008. MEDIAN ISLAND TO BE LANDSCAPED AND MAINTAINED BY DEVELOPER.

MEDIAN ISLAND DETAIL



LEGAL DESCRIPTION

LOTS 101 THROUGH 112 OF CROSSCREEK CENTER PLAT 1 AS RECORDED IN PLAT BOOK 42, PAGE 22 OF THE BOONE COUNTY, MISSOURI RECORDS AND A PORTION OF AN UNPLATTED TRACT OF LAND RECORDED IN BOOK 2735, PAGE 50 OF THE BOONE COUNTY, MISSOURI RECORDS BEING DESCRIBED AS FOLLOWS:

BEGINNING AT A ½" IRON PIPE BEING THE SE CORNER OF THE SW ¼ OF THE NE ¼ OF SECTION 20 T 48 N, R 12 W, THENCE N88°48'05"W, 1187.40 FEET, THENCE N16°13'30"E, 452.79 FEET; THENCE N64°46'35"E, 293.35 FEET; THENCE S87°24'40"E, 481.69 FEET; THENCE N51°52'55"E, 57.18 FEET; THENCE N10°16'05"E, 172.65 FEET; THENCE N53°52'40"E, 67.33 FEET; THENCE S76°29'50"E, 123.45 FEET; THENCE S31°15'25"E, 128.45 FEET; THENCE S01°32'30"W, 664.64 FEET TO THE POINT OF BEGINNING AND CONTAINING 15.07 ACRES.

JAY GEBHARDT, LS-2001001908
9/16/09

STATE OF MISSOURI
JAY ALAN GEBHARDT
NUMBER LS-2001001908
REGISTERED LAND SURVEYOR

MINOR REVISION
OVERALL PLAN - CROSSCREEK CENTER C-P

JAY GEBHARDT MO E-35058

A CIVIL GROUP
CIVIL ENGINEERING, PLANNING, SURVEYING
1123 WILKES BLVD., SUITE 450
COLUMBIA, MO 65201
PHONE: (573)817-5750, FAX: (573)817-5777

NO.	DATE	DESCRIPTION	BY

DRAWN BY: SMH — DATE: 09/16/09
CHCK. JAG FOR SMH — DRAWING NO.: JOS09-06
JOB NO.: JOS09-06 — SHEET 1 OF 27