

Introduced by _____

First Reading _____

Second Reading _____

Ordinance No. _____

Council Bill No. B 72-09

AN ORDINANCE

authorizing the City Manager to execute an agreement with Sustainable Farms & Communities, Inc. for the long-term lease of city-owned property located at the intersection of Ash Street and Clinkscales Road for the operation of a farmers' market; and fixing the time when this ordinance shall become effective.

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

SECTION 1. The City Manager is hereby authorized to execute an agreement with Sustainable Farms & Communities, Inc. for the long-term lease of city-owned property located at the intersection of Ash Street and Clinkscales Road for the operation of a farmers' market. The form and content of the agreement shall be substantially as set forth in "Attachment A" attached hereto and made a part hereof as fully as if set forth herein verbatim.

SECTION 2. This ordinance shall be in full force and effect from and after its passage.

PASSED this _____ day of _____, 2009.

ATTEST:

City Clerk

Mayor and Presiding Officer

APPROVED AS TO FORM:

City Counselor

LEASE

This lease ("Lease") of the property described in Exhibit A is entered into on this ____ day of _____, 2009, between the City of Columbia, Missouri, (Grantor) a municipal corporation ("City"), Grantor's mailing address is P.O. Box 6015, Columbia, MO 65205, and Sustainable Farms & Communities, Inc., (Grantee) a Missouri not-for-profit corporation ("Sustainable Farms & Communities") whose address is PO Box 1092, Columbia, MO 65205.

WHEREAS, the City has determined that it is in the public interest to have a farmers market community center located in Columbia; and

WHEREAS, public land has historically been used in Missouri for the public purpose of operating farmers markets and for the public purpose of operating community centers; and

WHEREAS, the City does not currently have funds available to construct, operate and maintain a farmers market community center; and

WHEREAS, City owns a 19.72 acre tract of land located at the northwest corner of the intersection of Ash Street and Clinkscales Road, a portion of which is available for the construction of a farmers market community center; and

WHEREAS, a portion of this tract was conveyed to the City as a gift by a deed containing a reversionary clause providing that if the property ceases to be owned and used by the City for "public purposes" at any time before a reversionary period ending on November 8, 2009, title to the property shall revert to the Grantor; and

WHEREAS, "public purpose" is defined in the reversionary clause as "any use of said real estate while owned by the City of Columbia for a purpose which benefits the residents of the City of Columbia and which is consistent with a governmental and public usage of real estate by municipalities in the state of Missouri"; and

WHEREAS, City has determined that its use of the property pursuant to the terms of this lease is for a "public purpose" as that term is defined in the reversionary clause conveying a portion of the property to the City; and

WHEREAS, Sustainable Farms & Communities desires to construct, maintain, and operate a farmers market community center on a portion of the City's property at Ash Street and Clinkscales Road.

NOW, THEREFORE, in consideration of the mutual promises, covenants and performance of the terms and conditions set forth below, the parties agree as follows:

1. **LEASED PREMISES.** The City leases to Sustainable Farms & Communities the property described in Exhibit A which is attached to and made a part of this lease.
2. **TERM.** The term of the lease is 35 years beginning on May 1, 2009. The lease shall be automatically renewed for three additional five year terms, for a total lease term not-to-exceed fifty years (50). No automatic renewal shall occur in the event of any of the following:
 - A. Sustainable Farms & Communities notifies City in writing at least 180 days before expiration of the then current term of the lease of its intent not to renew.
 - B. Sustainable Farms & Communities' rights and interests in this lease are terminated under the default and termination provisions of this lease.
 - C. City and Sustainable Farms & Communities agree to cancellation of this lease.
3. **RENT.** Rental shall be \$2,100 per year, payable in advance until construction of Phase 1, as described in Exhibit B, which is attached to and made a part of this lease. After construction of Phase 1, rental shall be \$4,500.00 per year, payable in advance. The rental for the year in which construction of Phase 1 is completed shall be prorated. The rental amount shall be adjusted every five years based on the change in the Consumer Price Index for All Urban Consumers (all-items) for the preceding five years. If publication of that index is discontinued, the rental amount shall be adjusted using the successor index or the most nearly comparable index published by the federal government. In addition to receiving rent payments under this paragraph, City shall be entitled to use the leased premises as provided in paragraphs 15 and 17.
4. **ZONING.** The leased premises is zoned C-P. The leased premises shall be developed under a single C-P development plan. Sustainable Farms & Communities may request a reduced parking requirement for the leased premises. If parking relief is not granted, Sustainable Farms & Communities may void the lease. No compensation shall be due Sustainable Farms & Communities if the City denies any requested parking relief. Sustainable Farms &

Communities shall not apply to the Columbia Board of Adjustment for any zoning variance without the prior approval of the Columbia City Council.

5. **CONSTRUCTION OF FARMERS MARKET COMMUNITY CENTER.**

- A. C-P PLAN. Before proceeding with development of the site, Sustainable Farms & Communities must obtain City Council approval of a C-P development plan following the procedures of Chapter 29 of the Code of Ordinances of the City of Columbia, Missouri.
- B. PHASING. The farmers market community center shall be developed in phases. Phase 1 and Phase 2 are described in Exhibit B. Phase 1 shall be constructed as a single project. The elements of Phase 2, which will likely include an enclosed and conditioned pavilion, and any other phases, shall be subject to future agreement of the parties.
- C. FINANCIAL ASSURANCES FOR CONSTRUCTION. Sustainable Farms & Communities shall not begin site development of the leased premises or construction of any improvement on the leased premises until sufficient funds have been raised to complete site development and construction of Phase 1 of the farmers market community center. Before Sustainable Farms & Communities begins site development of the leased premises, it shall provide City with detailed estimates of the cost of site development and construction of Phase 1 of the farmers market community center and suitable evidence that Sustainable Farms & Communities has sufficient funds available to complete site development and construction of Phase 1 of the farmers market community center. Before Sustainable Farms & Communities begins construction of any additional phase of the farmers market community center or any other construction project on the leased premises, it shall provide City with detailed estimates of the cost of the phase or project and suitable evidence that Sustainable Farms & Communities has sufficient funds available to complete the phase or project.
- D. CONSTRUCTION PLAN APPROVAL. Construction plans and specifications for each structure to be built on the leased premises shall be subject to the review and

approval of the City Council before construction to ensure they are compatible with the City's adjoining property. The review and approval shall include but not be limited to the following: uniformity for lights, parking lot requirements, parking lot driveways, signage, size and location of buildings, building design, building finishes, site amenities and landscaping.

6. **USE OF PROPERTY.** Sustainable Farms & Communities shall use the property solely for the public purpose of operating a farmers market community center as described in this paragraph.

The farmers market operation shall serve the health needs of the community by providing quality produce, food products, and agricultural products to urban consumers. It shall also serve the public purposes of supporting affordable retailing opportunities for farmers and small businesses; promoting positive interaction between local, urban and rural communities; and providing public space for the Columbia community to meet and interact. The farmers market community center shall serve the public purpose of providing facilities for a wide variety of community events.

- A. **FARMERS MARKET.** The farmers market operated by Sustainable Farms & Communities shall be a producers market; that is, the products offered for sale shall be offered for sale only by the individuals who produced them and not by middlemen. The primary focus of the farmers market shall be on the sale of produce, food products and agricultural products. However, a limited amount of non-agricultural items may also be offered for sale at the farmers market. No more than 25% of the vendors' stalls in operation for a given farmers market session shall be non-agricultural stalls. For the purpose of this Lease, a non-agricultural stall shall be any stall with 50%, or more, of non-agricultural items in the vendor's possession at the opening bell of the market session. Subject to these general principles, the farmers market shall be limited to the sale of the following products:

- Agricultural products such as fruits, vegetables, eggs, meat, honey, plants, straw, wool and similar items.

- Value-added agricultural products such as baked goods, jams, jellies, mustard, cheese and similar items.
- Non-agricultural items such as juried arts and crafts, handmade soap, hand crafted furniture, pottery and similar items.

Sustainable Farms & Communities may also provide for the operation of food concessions as part of the farmers market. Sustainable Farms & Communities will review the products offered by the various producers in order to ensure high quality products. Sustainable Farms & Communities shall cooperate with city officials to ensure that vendors comply with City of Columbia health codes and other applicable ordinances.

B. **COMMUNITY CENTER.** Sustainable Farms & Communities shall use the leased premises to provide space for individuals and organizations to engage in the following activities:

- Educational presentations and demonstrations regarding health, nutrition, farming practices and environmental issues.
- Meetings of community organizations.
- Events such as antique car shows, musical concerts, art shows, craft fairs, and similar events.
- For all events that involve the sale of goods, those goods must be strictly producer made as outlined in section 6.A above. Products sold at events must be directly created by and sold by the artist/producer.
- Other activities specifically approved by resolution or ordinance of the City Council.

7. **SUSTAINABLE FARMS & COMMUNITIES COVENANTS.** Sustainable Farms & Communities warrants, covenants, and agrees:

A. To use the leased property only for the construction and operation of a farmers market community center as described in paragraph 6 above.

- B. To construct and operate the farmers market community center in accordance with all applicable city, state, and federal laws and to maintain the center in good repair and condition.
- C. To keep the premises free of all liens and encumbrances except as approved by the Columbia City Council.
- D. To keep in effect at all times public liability insurance sufficient to protect City from liability for damage to persons or property directly or indirectly caused by Sustainable Farms & Communities' possession of the leased premises and ownership of the farmers market community center in an amount not less than the limitations on awards for liability provided in Section 537.610 RSMo or any successor statute. This insurance policy shall name City as an additional insured. Sustainable Farms & Communities shall provide City with a current certificate of insurance evidencing the existence of the required coverage.

Sustainable Farms & Communities agrees to obtain, if required by law, and require all subcontractors or entities performing work on behalf of Sustainable Farms & Communities to carry adequate workers compensation insurance.

- E. To keep in effect at all times a policy of fire and extended coverage insurance upon the center in an amount not less than the replacement value of the center. City, as well as Sustainable Farms & Communities, shall be named as insureds on the policy. Sustainable Farms & Communities shall provide City with a current certificate of insurance evidencing the existence of the required coverage.

- i. During the period of site development and construction of Phase 1, if the improvements are completely destroyed or so substantially damaged, in whole or in part, that completion of the site development and construction of Phase 1 will be delayed (as mutually determined by the City and the Sustainable Farms & Communities), beyond seventy-two (72) months from execution of this agreement, this Lease shall terminate. In such case, any insurance proceeds shall first be applied to remove the damaged improvements and all remaining proceeds shall be the property of Sustainable

Farms & Communities. Sustainable Farms & Communities may seek permission from the City Council to continue this Lease and complete site development and construction of Phase 1.

- ii. During the period of site development and construction of Phase 1, if damage to the improvements is less substantial than described in 7(E)(i) above, (as mutually determined by the City and Sustainable Farms & Communities), Sustainable Farms & Communities may use applicable insurance proceeds to complete site development and construction of Phase 1. If Sustainable Farms & Communities is unable financially to complete site development and construction of Phase 1 using insurance proceeds plus other funds available to Sustainable Farms & Communities, or, if Sustainable Farms & Communities chooses, for whatever reason, not to complete site development and construction of Phase 1, this Lease shall terminate. In such case, any insurance proceeds shall first be applied to remove the damaged improvements and all remaining proceeds shall be the property of the Sustainable Farms & Communities.
- iii. After the period of site development and construction of Phase 1, if the improvements are destroyed or so substantially damaged that they will be untenable, in whole or in part, for more than six (6) months (as mutually determined by the City and the Sustainable Farms & Communities), this Lease shall terminate. In such case, any insurance proceeds shall first be applied to remove the damaged improvements and all remaining proceeds shall be the property of Sustainable Farms & Communities. Sustainable Farms & Communities may seek permission from the City Council to continue this Lease and rebuild the improvements.
- iv. After the period of site development and construction of Phase 1, if damage to the building is less substantial than described in 7(E)(iii) above, (as mutually determined by the City and Sustainable Farms & Communities), Sustainable Farms & Communities may use applicable insurance proceeds to

repair or restore the improvements. If Sustainable Farms & Communities is unable financially to repair and restore the improvements using insurance proceeds plus other funds available to Sustainable Farms & Communities, or, if Sustainable Farms & Communities chooses, for whatever reason, not to repair or restore the improvements, this Lease shall terminate. In such case, any insurance proceeds shall first be applied to remove the damaged improvements and all remaining proceeds shall be the property of the Sustainable Farms & Communities.

- F. To indemnify and hold harmless the City, its officers, agents and employees from and against all loss of or damage to property belonging to City or third parties or injuries to or death of any person. Sustainable Farms & Communities shall defend, indemnify and hold harmless the City, its officers, agents, and employees from any and all claims or damages, suits, costs, liabilities, actions or proceedings of any nature whatsoever in any way resulting from or arising out of, directly or indirectly, Sustainable Farms & Communities' operations and functions under this Lease, or its use or occupancy of any portion of the leased premises, including acts of commission or omission of employees, representatives or agents of Sustainable Farms & Communities.
- G. Not to sublease any portion of the premises without the written consent of City.
- H. Not to assign its interest in this lease without the written consent of City.
- I. To grant reasonable right-of-use requests and other permissions to City that are necessary to the City's development of, access to, and use of the recreation center and park property adjacent to the leased premises.
- J. To maintain in the by-laws of Sustainable Farms & Communities, Inc. the provision that, during the term of this lease, the Board of Directors shall have no more than fifteen members and that the Columbia City Council shall have the power to appoint two or three members of the Board of Directors according to the following protocol. The Council shall have the power to appoint at least two board members to a term of office regardless of the size of the Board. If the size of the Board is ten or more

Board members, including the Council-appointed member, the Council shall have the power to appoint one additional Board member to a term of office.

8. **CITY COVENANTS.** City warrants, covenants and agrees:
 - A. To provide Sustainable Farms & Communities access across City's property to the leased premises for producers, suppliers, customers, and the general public along the following routes:
 - i. The existing driveway on the north side of the Activity and Recreation Center area running from Clinkscapes Avenue to the leased premises; and
 - ii. The existing driveway from Ash Street running northward to the leased premises.
 - B. To grant reasonable right-of-use permits and other permissions necessary to site development and construction, repair and maintenance of improvements to the leased premises.
 - C. To allow Sustainable Farms & Communities to license the use of portions of the leased premises under this Lease in furtherance of its allowed uses stated in paragraph 6.
 - D. To provide open space mowing services on a schedule similar to the adjacent City owned tract. This mowing shall be conducted by a large riding mower and shall not include any areas requiring detailed hand mowing, trimming, or any other detailed grounds maintenance nor shall it include any debris pick-up. The mowing schedule may be adjusted depending on available resources.
9. **STORM WATER DETENTION FACILITY.** At the time of the signing of this Lease, a City-constructed storm-water detention facility occupies part of the leased premises. Unless modifications to the storm- water detention facility are made which reconfigures the facility so that it no longer occupies part of the leased premises, the City shall retain throughout the term of this Lease the right to access the part of the detention facility on the leased premises in order to maintain, repair, improve, or modify the detention facility as necessary to insure the proper functioning of the detention facility. As part of the Sustainable Farms & Communities site development process, the storm water detention facility may be re-

configured or modified to control additional storm- water or to accommodate site development. Any such reconfiguration or modification necessitated by the development of a farmers market community center on the leased premises shall be completed at the expense of Sustainable Farms & Communities. All plans for the reconfiguration or modification of the storm-water detention facility shall comply with all City storm-water control regulations and must be reviewed and approved by the City prior to the implementation of such reconfiguration or modification.

10. **NAMING FARMERS MARKET AND COMMUNITY CENTER.** City and Sustainable Farms & Communities understand the importance to both parties of selecting an appropriate and mutually acceptable name for the farmers market community center. City understands that Sustainable Farms & Communities wishes to use the naming opportunity to attract a substantial donor. The parties agree that the center shall be named as mutually determined by the City and Sustainable Farms & Communities.
11. **CITY'S RIGHT OF ENTRY.** City has the right to enter upon the leased premises at any reasonable time to determine the condition of the center and the activities being conducted on the premises.
12. **DEFAULT AND TERMINATION.**
 - A. **Default and Termination - General.** If Sustainable Farms & Communities defaults in the performance or observation of any covenant, agreement or condition set forth in this lease, City may give a written notice of default to Sustainable Farms & Communities. If Sustainable Farms & Communities remains in default 60 days after receiving notice of default or if Sustainable Farms & Communities is dispossessed or abandons or vacates the leased premises, becomes bankrupt or makes a general assignment for the benefit of creditors, City shall have the right to re-enter and take possession of the leased premises. All rights and interest of Sustainable Farms & Communities in the leased premises shall thereupon terminate.
 - B. **Default and Termination - Improper Use.** If Sustainable Farms & Communities defaults in its obligation to use the leased premises only for the public purpose of construction and operation of a farmers market community center as described in

paragraph 6, City may give a written notice of default to Sustainable Farms & Communities. If Sustainable Farms & Communities remains in default 10 days after receiving notice of default, City shall have the right to reenter and take possession of the leased premises. If Sustainable Farms & Communities repeatedly uses the leased premises for any use other than those allowed in paragraph 6 after receiving notices of default, City shall have the right to reenter and take possession of the leased premises.

- C. Termination - Failure to begin and to complete site development and construction of Phase 1 in a timely manner. City and Sustainable Farms & Communities agree that commencement and completion of the site development and construction of Phase 1 and issuance of a certificate of occupancy should follow the time-line set forth below:
1. Sustainable Farms & Communities shall begin site development and construction of Phase 1 within forty-eight (48) months of the date the term of this Lease begins; and
 2. Sustainable Farms & Communities shall complete site development and construction of Phase 1 within seventy-two (72) months of the date the term of this Lease begins.

If Sustainable Farms & Communities has not begun site development and construction of Phase 1 within forty-eight (48) months of the date the term of this Lease begins, this Lease shall terminate and the leased property, including all improvements, shall revert to the City. If Sustainable Farms & Communities has not completed site development and construction of Phase 1 within seventy -two (72) months of the date the term of this Lease begins, this Lease shall terminate and the leased property, including all improvements, shall revert to the City.

Until the site development and construction of Phase 1 is complete and a certificate of occupancy issues, Sustainable Farms & Communities shall annually submit a report to the Council on the progress in planning, funding, and completing the site development and construction of Phase 1. Failure to make reasonable progress on planning, funding, and completing the site development and construction of Phase 1

shall constitute a default by Sustainable Farms & Communities in performance of the terms of this Lease. If the City Council finds Sustainable Farms & Communities in default of the duty to make reasonable progress on planning, funding, and completing the site development and construction of Phase 1, it shall follow the procedures set out in section 12, A (Default and Termination - General) of this Lease. The City Council shall not unreasonably find Sustainable Farms & Communities in default of the duty to make reasonable progress.

- D. Termination - Sustainable Farms & Communities permanently ceases to exist. If Sustainable Farms & Communities permanently ceases to exist, this Lease shall immediately terminate and the leased property, including all improvements, shall revert to City.
 - E. Termination in case of fire or other catastrophe. See paragraph 7(E).
13. **SCHOOL DISTRICT AGREEMENTS.** Sustainable Farms & Communities and City understand that the leased premises are bordered on the north by property owned by the Columbia Public School District, currently occupied by West Junior High School. Sustainable Farms & Communities has consulted with the Director of Building Services for the Columbia Public School District regarding this mutual boundary and about future parking needs of the farmers market community center and the Columbia Public School District. Sustainable Farms & Communities anticipates negotiating agreements regarding these issues with the Columbia Public School District as needed in the future. Any such agreement must be consistent with City ordinances and shall be subject to the approval of the Columbia City Council.
14. **COORDINATION AND COOPERATION.** To facilitate cooperation in the operation of the City's recreation center and the farmers market community center, the President of Sustainable Farms & Communities or the President's designee and the Director of Parks and Recreation or the Director's designee, shall work to establish lines of communication regarding: parking by participants, hours of operation, coordination of special events, etc.
15. **CITY USE OF LEASED PREMISES.** Sustainable Farms & Communities desires that the City use the leased premises for a variety of activities. At the same time, Sustainable Farms

& Communities desires to protect its programmatic and operational revenues in order to live up to its obligations under this lease. Accordingly, Sustainable Farms & Communities agrees that City shall have the right to use the leased premises, including those portions of the structures on the leased premises that are used by the public, for up to 25 hours per month, subject to the following conditions and restrictions:

- Use of the leased premises shall be limited to activities sponsored or cosponsored by the City.
- City shall be responsible for the direct costs of these sponsored activities, including post-event clean-up and shall hold Sustainable Farms & Communities harmless for any and all liabilities arising from any negligent or willful act of any employee of City in connection with such use.
- Priority in scheduling of City's activities shall be governed by the following three-tiered set of priorities:
 1. Farmers market operations
 2. Other Sustainable Farms & Communities programs and operations
 3. City sponsored and cosponsored programs and operations

However, once a City-sponsored or cosponsored event has been scheduled, it shall not be canceled by Sustainable Farms & Communities without the City's consent. City and Sustainable Farms & Communities shall cooperate in scheduling events to maximize use of the leased premises.

16. **PARKING.** Parking spaces on the leased premises may be used by patrons of the facilities on City's adjoining property when such use would not interfere with parking for activities taking place on the leased premises. Parking spaces on the City's adjoining property may be used by patrons of the facilities on the leased premises when such use would not interfere with parking for activities taking place on the City's adjoining property.
17. **INTERIM USE OF LEASED PREMISES.** City shall continue to maintain the leased premises, at no additional cost or liability to Sustainable Farms & Communities, during the period beginning on the date the term of this Lease begins and ending when site development and construction of Phase 1 begins. During this period, City may use all, or part of, the

leased premises as it has in the past for activities such as practice soccer fields and parking. During the period beginning on the date the term of this Lease begins and ending when site development and construction of Phase 1 begins, Sustainable Farms & Communities may operate a farmers market on the leased premises in the same general location and in the same manner as the farmers market previously operated by Columbia Farmers Market, Inc.

18. **NOTICES.** Any notice given under this Lease shall be delivered in person or by certified or registered mail to City or Sustainable Farms & Communities at the following addresses:

City of Columbia
c/o City Manager

P.O. Box 6015
Columbia, MO 65205-6015

Sustainable Farms & Communities
c/o Dan Kuebler, President

P.O. Box 1092
Columbia, MO 65205

Each party shall have the right to change the place to which and the person to whom notice shall be sent or delivered by giving notice to the other party.

19. **PARAGRAPH HEADINGS.** The paragraph headings in this lease are for convenience in reference and are not intended to define or limit the scope of any provision of this lease.

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

CITY OF COLUMBIA, MISSOURI

By: _____

H. William Watkins, City Manager

ATTEST:

Sheela Amin, City Clerk

APPROVED AS TO FORM:

Fred Boeckmann, City Counselor

SUSTAINABLE FARMS & COMMUNITIES, INC.

By: _____
Dan Kuebler, President

ATTEST:

STATE OF MISSOURI)
)ss
COUNTY OF BOONE)

On this _____ day of _____, 2009, before me appeared H. William Watkins, to me personally known, who, being by me duly sworn, did say that he is the City Manager of the City of Columbia, Missouri, and that the seal affixed to the foregoing instrument is the corporate seal of the City and that this instrument was signed and sealed on behalf of the City by authority of its City Council and the City Manager acknowledged this instrument to be the free act and deed of the City.

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

Notary Public

My commission expires: _____

STATE OF MISSOURI)
) ss
COUNTY OF BOONE)

On this _____ day of _____, 2009, before me appeared Dan Kuebler to me personally known, who, being by me duly sworn, did say that he is the President of the Sustainable Farms & Communities, Inc. and that the seal affixed to the foregoing instrument is the corporate seal of Sustainable Farms & Communities, Inc. and that the instrument was signed and sealed in behalf of Sustainable Farms & Communities, Inc. by authority of its board of directors and Dan Kuebler acknowledged the instrument to be the free act and deed of Sustainable Farms & Communities, Inc.

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

Notary Public

My commission expires: _____.

SUSTAINABLE FARMS & COMMUNITIES, INC.

EIN: 43-1903002

EXHIBIT A

Columbia Farmers Market Community Center - Legal Description of Leased Premises and Map

Property Description

A tract of land located in the southeast quarter of Section 10 T48N R13W in Columbia, Boone County, Missouri, being part of Lots 1 and 2 Columbia Recreation Center Subdivision, recorded in plat book 35 page 3 of the Boone County records, further described as follows.

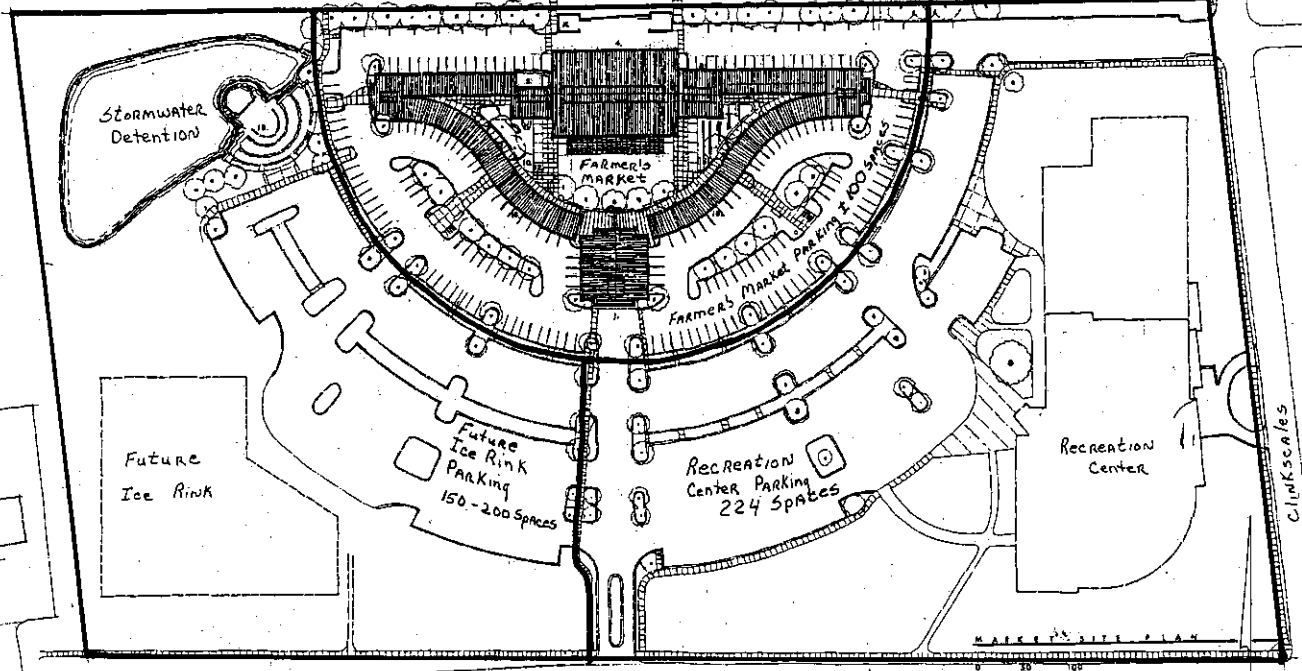
Beginning at the northwest corner of Lot 1 Columbia Recreation Center Subdivision, thence S 83°58'40"E along the northerly line thereof, 358.48 feet; thence leaving said line, S 6°01'20"W 37.11 feet; thence along a curve to the right, having a radius of 351.00 feet, 517.66 feet to a point on the westerly line of said Lot 1, being S 0°03'00"E 388.67 feet from the northwest corner thereof, the chord being S 48°16'20"W 472.01 feet; thence continuing along said curve to the right, having a radius of 351.00 feet, 585.04 feet, the chord being N 41°43'40"W 519.63 feet; thence N 6°01'20"E 37.11 feet to the northerly line of Lot 2 Columbia Recreation Center Subdivision; thence S 83°58'40"E, along said line, 343.52 feet to the beginning and containing 5.04 acres.

12-18-01
Laurie Reed

Conceptual
Site Plan AS
Prepared by
Daryl Rantis
Architect for
FARMER'S MARKET

Proposed
Lease
Area

- Legend
1. Main Entry Pavilion
 2. Information & Gift
 3. Cafe
 4. Main Pavilion
 5. West Pavilion
 6. Meeting Room
 7. West Entry
 8. East Pavilion
 9. East Entry
 10. Play Area
 11. Garden
 12. Walk-In Stalls
 13. Fountain & Lawn
 14. Garbage Court
 15. Amphitheater
 16. Covered Stalls
 17. Uncovered Stalls



C O L U M B I A C O M M U N I T Y F A R M E R S M A R K E T

D A R Y L S. R A N T I S A R C H I T E C T S, P. A.

COLUMBIA FARMERS MARKET COMMUNITY CENTER - CONSTRUCTION PHASES

PHASE 1

- An enclosed Education Center/entrance building (approximately 5000 square feet) with meeting space, concession space, and kitchen for community programming and educational outreach with partners such as MU and the Missouri Department of Conservation and the City of Columbia;
- ADA rest rooms
- A center green space developed with seating space for open air presentations and events
- Additional Parking (approximately 117,000 square feet)
- All covered canopy stalls as indicated on the drawings - 80 stalls at 10ft wide by 22 long (approximately 16,000 square feet)
- All sidewalks indicated on the drawings (approximately 18,000 square feet)
- Electrical to include parking lot lights, outlets, and phone data jacks.
- Plumbing to include 12 outside hydrants to service the canopies as well as plumbing for the entrance building including connection to existing City water and sewer lines.
- Landscaping to include planting beds; sod installed turf areas; natural stone walls and steps on interior area; and a water feature with associated patios and walkways (approximately 14,400 square feet)
- Dry fire suppression system for the covered canopy stalls

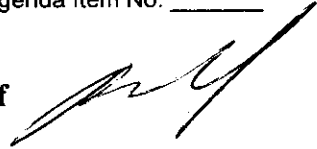
PHASE 2

Construction of a larger, in-door, year-round market to span north side of green space.

Source: Mike Hood



TO: City Council
FROM: City Manager and Staff
DATE: March 9, 2009
RE: Farmers Market Long Term Lease



FISCAL NOTES:

City Fiscal Impact Enter all that apply:	
\$2,100	City's current net FY revenue .
\$2,100	Amount of Funds Already appropriated
\$0	Amount of budget amendment needed
\$0	Estimated 2 yr net revenues:
\$4,200	One-time Operating / On-going
Program Impact:	
N	New program/ agency (Y/N)
N	Duplicates/expands an existing program (Y/N)
N	Fiscal impact on any local political subdivision (Y/N)
Resources Required:	
N	Requires add'l FTE personnel? (Y/N)
N	Requires additional facilities? (Y/N)
N	Requires additional capital equipment? (Y/N)
Mandates:	
N	Federal or state mandated? (Y/N)

EXECUTIVE SUMMARY: Following a review of a request from Sustainable Farms and Communities (SF&C) for a long term lease of City property proposed for development of a permanent Farmers Market, the Council at their February 16th Council meeting directed staff to proceed to draft such a lease. A proposed lease with a term of fifty years has been negotiated with SF&C, has been reviewed by the City's Legal Department, and is being presented to Council for approval. The proposed lease is very similar to the original long term lease which was entered into between the City and SF&C in March of 2002. Modifications to the original lease include: 1.) the term of the lease has been increased from 45 to 50 years, 2.) the allocated time to raise funds for development has been increased from 36 months to 48 months, and 3.) the time frame for completion of the phase I improvements has increased from 60 months to 72 months.

DISCUSSION: In June of 2007, the Council entered into a Memorandum of Understanding with SF&C regarding the construction of a permanent structure for the Farmer's Market. That memorandum outlined an agreement whereby SF&C would raise funds (goal was \$900,000) which would be donated to the City for the purpose of constructing a permanent Farmer's Market facility. The facility would have been developed, operated, and maintained by the City. SF&C was to be given priority use of the facility for the traditional Farmer's

Market season. The memorandum established a two year time frame for raising the funds. If, at the end of the two year period (June 2009) the funds have not been raised, both parties have the option of either continuing, modifying, or ending the agreement.

In February of 2009 representatives of SF&C approached City about ending the arrangements outlined in the Memorandum of Understanding and instead asked to negotiate a long term lease agreement for use of the property. Under the terms of the long term lease, SF&C would raise funds, construct, operate, and maintain the Market facility. In return for providing the land, the City would be guaranteed a certain amount of use of the facility on non-market days. Following a review of SF& C's request at the February 16th Council meeting, the Council directed staff to proceed with drafting such a lease.

Following discussions between representatives of SF&C and City staff, a draft long term lease has been negotiated. The original long term lease that was entered into between the two parties in March of 2002 served as the basis for the current proposal. Some modifications have been proposed to the 2002 lease primarily in the term of the lease (increased from 45 to 50 years), the length of time SF&C has to complete fund raising (increased from 36 months to 48 months), and the length of time allocated for completion of construction of phase I (increased from 60 months to 72 months). Should this project receive funding through the federal stimulus program, the above time periods should be of little consequence as the project will be completed on a much more aggressive schedule. However, if stimulus funds are not received, representatives of SF&C

indicated that the longer time frames would likely be needed. They specifically requested a minimum of a fifty year term for the lease in order to better compete for certain private foundation grants.

As currently drafted, the proposed lease includes the following key provisions;

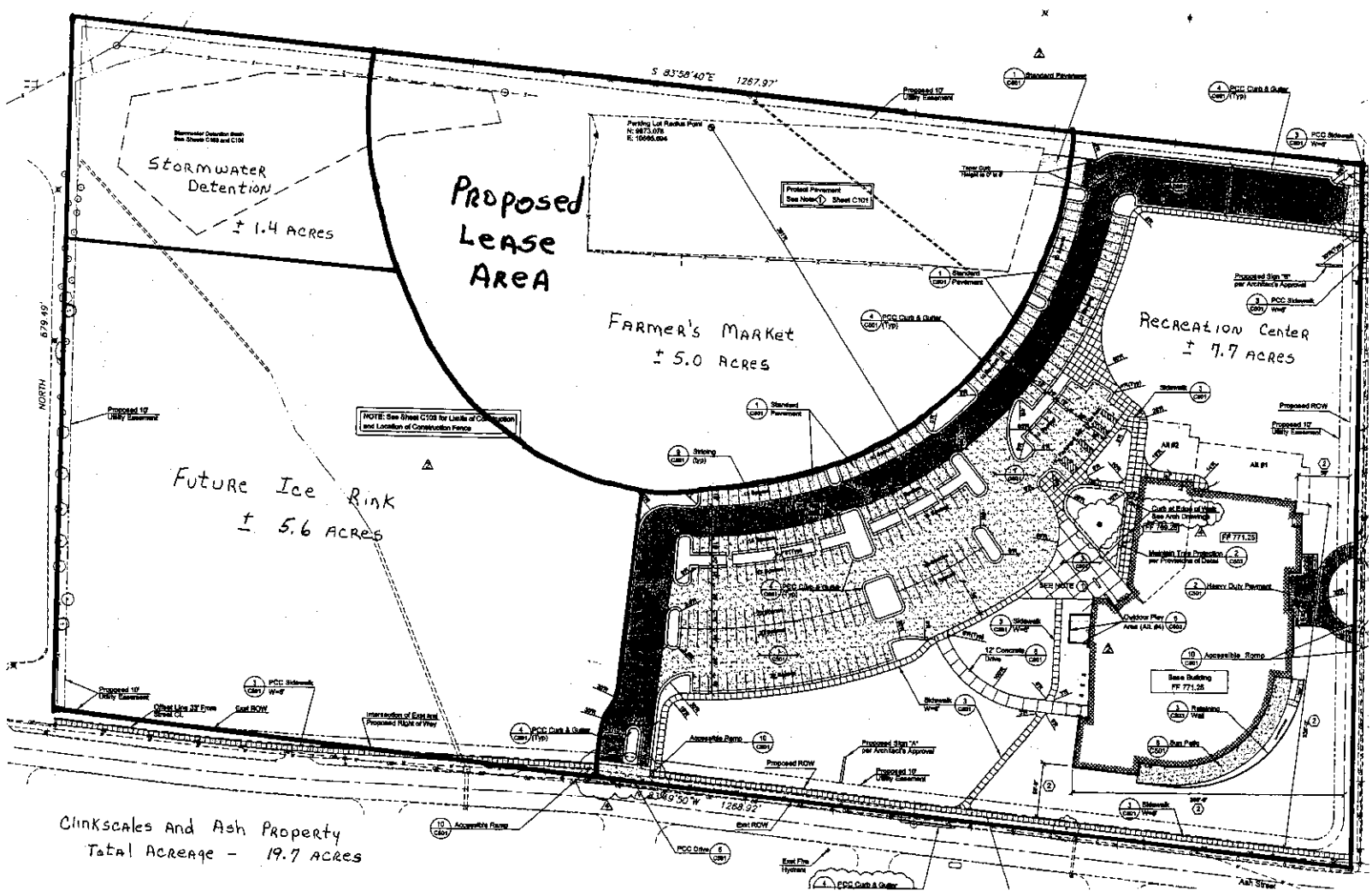
1. SF&C would lease 5.04 acres of the 19 acre City owned property located at Ash and Clinkscales Streets. This lease is for the purpose of constructing and operating a permanent Farmers Market Community Center.
2. The term of the lease would be for 50 years.
3. SF&C would be required to raise the funds for and construct the first phase of the planned market facility. Phase I is currently estimated to cost approximately \$2.6 million. Sf&C would have 48 months to raise the necessary funds for the project and a total of 72 months to complete construction of the Phase I improvements.
4. Upon completion of construction, SF&C will pay the City \$4,500 per year to lease the property. This amount is based on paying the same amount per square foot as the Market is currently paying for the smaller area of the site leased on an annual basis for the temporary market. The cost of the proposed lease shall be adjusted every five years based on changes in the Consumer Price Index.
5. Section 6 of the proposed lease defines the allowable uses of the property. The Farmers Market operated by SF&C must be a producer based market. When not used for market purposes, the facility may be used for educational presentations and demonstrations, meetings of community organizations, and other community events such as antique car shows, musical concerts, art shows, craft fairs, and similar events.
6. All construction plans are subject to the review and approval of the City Council.
7. The Council shall have the right to appoint two members to SF&C's Board of Directors. If the size of the Board is ten or more, the Council may appoint one additional member to the Board.
8. In return for granting the lease, the City has the right to use the facility for up to 25 hours per month. The City would have first priority for use of the facility for City sponsored programs following SF& C's programming of the facility. Any non-City entity wishing to rent or use the facility would schedule such use through SF&C.
9. Construction can not be initiated until adequate resources are raised to fund the planned construction.
10. Any modifications to the site's storm water detention facility required as part of this project shall be paid for by SF&C.
11. The market will be named as mutually determined by SF&C and the City.

12. SF&C will be responsible for all maintenance and operational expense of the leased area/planned facility with the exception that the City will continue to provide mowing of any large open grassy areas that can be mowed by the City's larger riding mowers. This will insure that the entire 19 acre site has a consistent appearance during the mowing season.

13. Sf7C shall be allowed on an interim basis, prior to initiation of construction, to operate a temporary farmers market on the site in the same manner as they are currently operating.

FISCAL IMPACT: Upon completion of construction of Phase I, the proposed lease will provide for an increase in revenue to the City from the current annual lease amount of \$2,100 to \$4,500. Maintenance and operational expenses should decrease for the Park and Recreation Department as SF&C will assume maintenance responsibility for approximately 27% of the 19 acre site. As the City currently mows the entire property, retaining the mowing responsibility with the City should not result in any increase in cost.

SUGGESTED COUNCIL ACTION: If the Council concurs that SF&C should be granted a long term lease of the property currently identified as the future site of a permanent Farmers Market facility, the ordinance approving the proposed 50 year lease should be adopted.

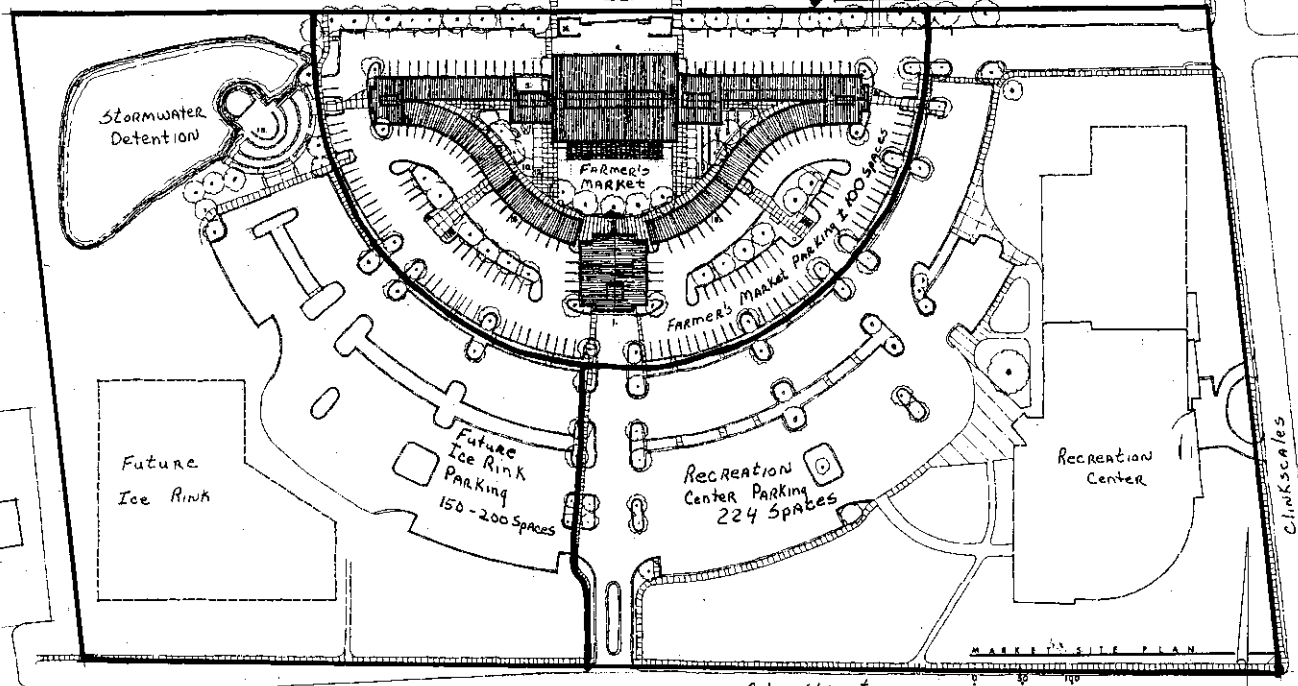


Clinkscles And Ash Property
 Total Acreage - 19.7 ACRES

Conceptual
 Site Plan AS
 Prepared by
 Daryl Rantis
 Architect for
 Farmer's Market

Proposed
 Lease
 Area

- Legend
1. Main Entry Pavilion
 2. Information & Gift
 3. Café
 4. Main Pavilion
 5. West Pavilion
 6. Wedding Rooms
 7. West Entry
 8. East Pavilion
 9. East Entry
 10. Play Area
 11. Garden
 12. Walk-in Stairs
 13. Fountain & Lawn
 14. Sausage Cart
 15. Amphitheater
 16. Covered Stalls
 17. Uncovered Stalls



C O L U M B I A C O M M U N I T Y F A R M E R S M A R K E T
 C O L U M B I A , M I S S O U R I D A R Y L S R A N T I S A R C H I T E C T S , P A