

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

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

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

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

Council Bill No. B 418-06

**AN ORDINANCE**

authorizing the City Manager to execute an amendment to the agreement with Central Missouri Community Action for the purchase and lease of city-owned property located at 900-902 Range Line Street; 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 amendment to the agreement with Central Missouri Community Action for the purchase and lease of city-owned property located at 900-902 Range Line Street. The form and content of the agreement shall be substantially as set forth in "Exhibit A" attached hereto and made a part hereof as fully as if set forth herein verbatim.

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

PASSED this \_\_\_\_\_ day of \_\_\_\_\_, 2006.

ATTEST:

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

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

APPROVED AS TO FORM:

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

**AMENDMENT TO AGREEMENT**

On this \_\_\_\_\_ day of \_\_\_\_\_, 2006, the City of Columbia, Missouri, a municipal corporation ("City") and the Central Missouri Community Action (formerly Central Missouri Counties Human Development Corporation), a Missouri corporation ("Agency") amend their agreement of September 19, 2000 as follows:

1. The first two sentences of section 8 (b) are amended to read as follows:

City and Agency agree that renovation of the building should be completed and a certificate of occupancy issued no later than September 19, 2012 if agency is awarded Neighborhood Assistance Program tax credits or no later than September 19, 2008 if Agency is not awarded Neighborhood Assistance Program tax credits. Agency shall submit to the Council an annual report on the progress in planning, funding, and completing renovation of the building.

2. All other provisions of the September 19, 2000 agreement consistent with these changes shall remain in effect.

IN WITNESS WHEREOF, the parties have caused this amendment to be executed by their duly authorized agents 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

CENTRAL MISSOURI COMMUNITY ACTION

By: \_\_\_\_\_


Title: \_\_\_\_\_

ATTEST:

\_\_\_\_\_

Source:

Mike Hood  
MH

**TO:** City Council  
**FROM:** City Manager and Staff   
**DATE:** September 22, 2006  
**RE:** Agreement Extension for Use of Heibel-March Building Adjacent to Field Neighborhood Park

Fiscal Impact

YES

NO

Other Info.

**SUMMARY:** At the September 18, 2006, City meeting, the Council received a progress report (attached) from Central Missouri Community Action (CMCA) regarding the status of their efforts to restore and renovate the Heibel-March Building into a neighborhood center for the north central part of the City. Following review of that report, the Council directed staff to prepare an ordinance extending the timeframe for completion of the restoration project. This ordinance, as drafted, extends the time frame for the project by six years as requested by CMCA and requires that CMCA continue to submit annual reports to the Council as to the status of the project.

**DISCUSSION:** In September of 2000, the City entered into an agreement with Central Missouri Counties Human Development Corporation (HDC), now known as Central Missouri Community Action (CMCA), who was acting on behalf and in the interest of the North Central Neighborhood Association. This agreement allowed CMCA to acquire and renovate the old "Heibel-March Drug Store Building" located on the corner of Rangeline and Wilkes adjacent to the Field Neighborhood Park. Renovation was to be completed and a certificate of occupancy was to be issued within five years of the signing of the agreement. In August of 2005, the Council granted CMCA a one year time extension to meet the requirements of the agreement. The time extension extended the agreement to September 19 of this year.

As part of their progress report submitted to the Council at the September 18<sup>th</sup> meeting, CMCA acknowledged that they were unable to complete the renovation by that date, documented the progress made over the past year, and requested the Council consider a six year time extension for completion of the project. The six year extension would allow CMCA to submit a new application for Neighborhood Assistance Program tax credits to assist in helping fund the project. Following review of the progress report, the Council directed staff to prepare an ordinance extending the timeframe for completion of the restoration project. This ordinance, as drafted, extends the time frame for the project by six years as requested by CMCA and requires that CMCA continue to submit annual reports to the Council as to the status of the project.

**SUGGESTED COUNCIL ACTION:** If the Council wishes to grant the request for a six year time extension, approve the ordinance extending the time frame for completing the building's renovation to September 19, 2012.

Source

Mike Hood  
*[Signature]*

**TO:** City Council  
**FROM:** City Manager and Staff *[Signature]*  
**DATE:** September 11, 2006  
**RE:** Renovation of the March-Heibel Building Adjacent to Field Neighborhood Park

Fiscal Impact

YES

NO

Other Info.

*STRONGLY  
RECOMMEND  
WE PROVIDE  
A PUBLIC  
OPPORTUNITY  
FOR CMCA  
TO MAKE  
THEIR  
CASE.*

**Summary:** At the September 19, 2005, City Council meeting, the Council approved a one year extension of the agreement with the Central Missouri Counties Human Development Corporation (now known as Central Missouri Community Action) to allow for completion of the renovation the building located at the corner of Rangeline and Wilkes adjacent to Field Neighborhood Park. The one year extension is scheduled to expire Tuesday September 19, 2006. Staff has received an end of the year report from CMCA which acknowledges that the renovation is not complete, documents the progress made during the past year, and requests consideration for a six year time extension to complete the project. A copy of CMCA's report is attached for Council review.

**Discussion:** In September of 2000 the City entered into an agreement with Central Missouri Counties Human Development Corporation (now known as Central Missouri Community Action -CMCA) who was acting on behalf and in the interest of the North Central Neighborhood Association. This agreement allowed CMCA to acquire and renovate the old "March-Heibel Drug Store Building" located on the corner of Rangeline and Wilkes adjacent to the Field Neighborhood Park. Renovation was to be completed and a certificate of occupancy was to be issued within five years of the signing of the agreement. The agreement specified that once the building is renovated, it is to be used as a community center for neighborhood groups, school programs, and other public events.

At the September 19, 2005, Council meeting, the Council approved a one year extension of the agreement with CMCA. That extension expires Tuesday, September 19, 2006. CMCA has recently submitted a report (see attached) which documents the progress made throughout this past year and which requests further time extensions to complete the project. CMCA has reapplied for Neighborhood Assistance Tax Credits. To be awarded such tax credits, CMCA must be able to show site control over the property for five years after the completion of the program. To meet that requirement, CMCA has requested a six year time extension. In the event the tax credits are not awarded, CMCA is requesting a time extension of two years to complete fund raising and renovation.

**Suggested Council Action:** The CMCA report is provided for Council information. If the Council wishes to consider a further time extension for the project, staff should be directed to bring back an ordinance authorizing such an extension. If no action is taken by the Council, the existing agreement will expire September 19, 2006.

Progress Report to the Columbia City Council  
**The Corner**  
Heibel-March building  
September 18, 2006

**Proposal**

Central Missouri Community Action respectfully requests an ordinance to amend the City's agreement with Central Missouri Community Action (formerly Central Missouri Counties' Human Development Corporation) regarding the purchase/lease of the Heibel-March building and the ground on which the building is located. We request a six year time extension so that we are eligible for Neighborhood Assistance Program tax credits (see below) to complete the renovation of the building. In the event that Neighborhood Assistance Program tax credits are not awarded, our request is for a two year extension for fundraising and renovation. Progress reports will be provided at whatever interval the Council specifies.

**Overview**

The Heibel-March building, dubbed The Corner, located at Wilkes Boulevard and Range Line Street is being renovated to serve as a community resource and activity center. Members of the Corner Action Committee believe that The Corner can bring a sense of community back to the neighborhood through activities, events, and services housed in the renovated structure. A great deal of progress has been made towards this end since the City Council approved an extension of the lease for the land on which The Corner sits. Due to the scope of this renovation project it could not be completed during the allotted one year extension. As with many community projects, the capacity of volunteers to complete such an involved project necessitates a greater length of time to meet its objectives. Since Central Missouri Community Action (CMCA) took an active role in the renovation of The Corner in October 2005 steady progress has been made as per the report below. The Corner Action Committee has determined that Neighborhood Assistance Program (NAP) tax credits from the State are an effective tool for raising the funds and material to complete this project. To that end, a new NAP application has been submitted. To be awarded these credits however, CMCA must be able to show site control over the property for five years after the completion of the Neighborhood Assistance Program. Our proposal to extend the lease of the property at the corner of Range Line and Wilkes Boulevard will provide the time necessary to use NAP tax credits and complete the project. Annual performance targets will be established for reporting purposes. One notable advance in our plans is to make The Corner a "green" building that will be an environmentally friendly showcase for Columbia (see Notable activities for August). The report of our progress from October 2005 through September 2006 follows.

**The Corner Action Committee members:**

Peter Byger, Artistic Director of Home Free Theatre Co  
Betty Cook Rottmann, North Central Columbia Neighborhood Association  
Dan Cullimore, Contractor and Project Manager  
Carl Edwards Sr., Attorney  
Carol Garman, Principal of Field Elementary  
Darin Preis, Executive Director of Central Missouri Community Action  
Linda Rootes, founder and Vice President of the North Central Columbia Neighborhood Association

Steve Tatlow, Columbia/Boone County Community Partnership  
Robbin Williams, Secretary of The Corner Action Committee and MU Law and MPA student

**Notable activities:**

October 2005:

- Progressive Artists determined that its organizational goals did not meet those of the Corner Action Committee. That organization chose to no longer participate in planning for the renovation of The Corner though we are maintaining the possibility of hosting some of their programs at The Corner.
- To replace the energy and participation of Progressive Artists, several new members were recruited to the Corner Action Committee. Their subsequent participation has been invaluable.

November 2005:

- CMCA sponsored Dan Cullimore's (project manager for the Corner Action Committee) participation in a project management seminar hosted by the Missouri Association for Community Action.

December 2005:

- The Corner program statement was revised and approved by the committee (see attachment).
- Tiger Signs-N-More donated and installed "The Corner" signs on the building to raise community awareness. Contributor's names have been highlighted on the main entrance.

January 2006:

- Keith Miller of Columbia Associates was selected as the coordinating architect for the project. His entire fee has been waived in favor of Neighborhood Assistance Project (NAP) tax credits. In partnership with Columbia Associates, CM Engineering will develop engineering plans and also accept tax credits rather than charge for this service.

February 2006:

- Fundraising activities begin with the development of a fundraising letter (see attachment). Grants from local and national foundations are being solicited in addition to requests from local construction and development companies for service compensated by NAP tax credits.
- Carol Garmen, Field Elementary Principal has joined the committee to explore partnership opportunities for the students at Field including afterschool tutoring, art exhibits, and performing arts opportunities.
- Local artist and art history teacher at Central Methodist University, Gennie Pfannensteil, has committed to displaying local art and facilitating ongoing art projects for children and residents. She will work with the Field School community to produce a neighborhood/community oral history and mural that preserves the history of the grocery/drugstore and the corner culture that has inspired this project. (See complete description under "Ongoing")
- The Village Art team has been approached to consider incorporating The Corner into a neighborhood "Art Walk" in the fall in coordination with the city's Festival of Arts.
- Central Missouri Community Action purchased the website domain name [www.AtTheCorner.org](http://www.AtTheCorner.org) and has begun developing the website to generate community interest and donations.

March 2006

- Written report to City Council outlining 6-month progress and follow-up responses from Darin Preis and Robbin Williams.

April 2006



- Fundraising activities planned and scheduled.
- Media and Public Relations activities planned and schedule

May

- Neighborhood Assistance Program application written and submitted. If awarded, these 50% tax credits will be used to entice donors of material, labor, and funds.
- Three radio appearances throughout May, June, and July on KBIA and The Eagle 93.3. Darin Preis, Dan Cullimore, Peter Byger, and Gennie Fannensteil participated.
- Multiple newspaper articles appeared in The Columbia Daily Tribune, The Missourian, and the Columbia Business times throughout May, June, July, and August.
- Two cleanup events were held at The Corner to prepare the building for renovation and fundraising events.
- Fundraising letter and brochure sent to nearly 1,000 Columbians.

June

- The Happening Art Installation fundraiser and social networking event took place at The Corner.
- Architectural and engineering documents and work completed by Keith Miller at Columbia Associates. All work was completed as a donation to the project and tax credits are being awarded under the initial NAP credit arrangement. 3D images are being generated.

July

- Donations from general public have been generated. Contributions have ranged from \$10 to \$500. The Corner Action Committee is re-evaluating fundraising strategies to increase potential.
- JobPoint/Youth Build partnered with CMCA for general demolition to remove the plaster and lath ceiling and disconnect plumbing and electrical fixtures from the building. The equivalent costs of demolition labor, as provided by the students from Job Point/Youth Build, is estimated by the project architect to be, by category:

• Ceiling -----	\$1,250.00 <sup>+</sup>
• Partition wall-----	\$ 200.00
• Plumbing fixtures-----	\$ 240.00
• Ductwork-----	\$ 60.00
• Electrical (incomplete)-----	\$1,500.00

- Sheet metal workers to provide labor. On September 28<sup>th</sup> Mr. Russell Unger informed the committee that the Sheet Metal Workers International Association, Local 36, will install all HVAC equipment and associated ductwork in the Corner, upon acquisition of necessary building permits and as time can be scheduled. Additionally, he allowed that Hewlett Heating and Air Conditioning has expressed interest in providing HVAC equipment, especially should the project again gain NAP tax credits. Labor and material cost to install this equipment is estimated by the project architect to be on the order of \$12,000 to \$13,000.00.
- Carol VanGorp, Executive Director of the Columbia Board of Realtors, is working with the Corner Action Committee to identify realtors interested in supporting the project and re-energizing the fundraising campaign.

August

- Koontz Glass has agreed to replace the broken windows at The Corner at no charge.

- The Corner Action Committee has agreed that Central Missouri Community Action will maintain control, management, and oversight of the renovation and subsequent coordination of activities at The Corner.
- Throughout the planning process, The Corner Action Committee has expressed interest in renovating The Corner in as environmentally friendly a manner as possible. In August the group agreed to formalize this commitment and intends to submit a planning grant application to the Kresge Foundation's Green Building Initiative. This process will require the expertise of additional community members and will expand the membership and thought process of the Corner Action Committee. It will require an analysis of our existing architectural plan and subsequent modifications to implement an integrated design approach.

### Ongoing

Central Methodist University instructor and artist Gennie Pfannensteil has been working with Field School principal Dr. Carol Garman on a cooperative art project between CMU students and Field pupils and families. Dr. Garman wants a project that will increase literacy among her pupils. Ms. Pfannensteil wants her students to experience a unique teaching and learning opportunity, and for the elementary students and families to gain an appreciation of their own creativity. The Corner committee wants to strengthen community ties and neighborhood cohesion while adding to the potential user base for the building. Each of these goals is addressed in this project.

Last May, during a meeting with the Corner committee, it was suggested that the art project was a great opportunity to engage the life-long residents of the neighborhood in the life of Field school. Oral histories recorded by the elementary students and focused on life in the neighborhood and Field Elementary during the middle decades of the last century will provide the material from which stories and images can be created. Illustrated children's books will provide the artistic models and story structures. Four senior students from CMU have signed on to the project. Connections have been made with several long-time neighborhood residents and local businesses with long neighborhood histories. Dr. Garman has agreed to provide after school space for the project, and third through fifth grade students and their families will be invited to participate. In addition to the use of appropriately illustrated children's literature and the oral histories (whose collection will be supported and then archived by the Missouri State Historical Society), theatrical tableau will be enacted and photographed to model the action of the stories to be depicted in the mural. Funding for supplies and salaries is being sought from the Starbucks Foundation, which provides grants to innovative arts projects that encourage community involvement and reach disadvantaged youth.

This project will provide training to college-age teachers-to-be that could not be found in a traditional classroom. It will connect young people just learning to read, write, draw, and paint, to senior neighborhood residents who have lively, colorful stories to tell, enhancing their literary and creative education, and encouraging a bigger vision of civic life.

### Attachments:

Budget comparison: 2000-2005; 2005-2006; and 2000-2006

### For additional information contact:

Dan Cullimore, Project Manager, at 573-875-0887 or;

Darin Preis, CMCA, at 573-443-8706 x225 or [darin-preis@ShowMeAction.org](mailto:darin-preis@ShowMeAction.org)

**Central Missouri Community Action**  
**Statement of Revenues and Expenditures - THE CORNER**  
From 10/1/2000 Through 9/30/2005

	BOONE CO. PARTN. & INTEREST	THE CORNER DONATIONS	THE CORNER INKIND	Total
<b>Revenue</b>				
	<u>10,592.84</u>	<u>10,500.00</u>	<u>2,627.63</u>	<u>23,720.47</u>
<b>Total Revenue</b>	<u>10,592.84</u>	<u>10,500.00</u>	<u>2,627.63</u>	<u>23,720.47</u>
<b>Expense</b>				
PROJECT COORDINATOR	0.00	7,563.75	0.00	7,563.75
EMPLOYERS FICA	0.00	468.96	0.00	468.96
EMPLOYERS-MEDICARE	0.00	109.68	0.00	109.68
EMPLOYERS SUTA(UNEMPLOYMENT)	0.00	565.62	0.00	565.62
WORKER COMP	0.00	175.58	0.00	175.58
PROFESSIONAL SERVICES	2,772.25	200.00	591.35	3,563.60
UTILITIES	65.44	154.26	0.00	219.70
MAINTENANCE AND REPAIRS	500.00	0.00	0.00	500.00
OTHER SPACE COSTS	410.00	192.02	0.00	602.02
TERMITE SOIL TREATMENT	0.00	0.00	700.00	700.00
OFFICE SUPPLIES	391.22	0.00	0.00	391.22
COPYING	37.43	0.00	0.00	37.43
INSURANCE - BLDG & GEN LIAB	1,183.88	0.00	0.00	1,183.88
FIRE/THEFT/BLDG INSURANCE	1,048.64	0.00	0.00	1,048.64
STAFF TRAINING	215.00	0.00	0.00	215.00
TELEPHONE-LONG DISTANCE	1.90	0.00	0.00	1.90
POSTAGE	3.78	0.00	0.00	3.78
INDIRECT COSTS	0.00	0.00	1,336.28	1,336.28
<b>Total Expense</b>	<u>6,629.54</u>	<u>9,429.87</u>	<u>2,627.63</u>	<u>18,687.04</u>
<b>Total Revenues (Expenditures)</b>	<u>3,963.30</u>	<u>1,070.13</u>	<u>0.00</u>	<u>5,033.43</u>

**Central Missouri Community Action**  
**Statement of Revenues and Expenditures - THE CORNER**  
From 10/1/2005 Through 8/31/2006

	BOONE CO. PARTN. & INTEREST	THE CORNER DONATIONS	THE CORNER INKIND	Total
<b>Revenue</b>				
	68.97	1,030.66	31,000.03	32,099.66
<b>Total Revenue</b>	<u>68.97</u>	<u>1,030.66</u>	<u>31,000.03</u>	<u>32,099.66</u>
<b>Expense</b>				
PROJECT COORDINATOR	0.00	0.00	0.00	0.00
EMPLOYERS FICA	0.00	0.00	0.00	0.00
EMPLOYERS-MEDICARE	0.00	0.00	0.00	0.00
EMPLOYERS SUTA(UNEMPLOYMENT)	0.00	0.00	0.00	0.00
WORKER COMP	0.00	0.00	0.00	0.00
FGP VOLUNTEER TIME	0.00	0.00	0.00	0.00
VOLUNTEER TIME	0.00	0.00	2,160.00	2,160.00
COMPUTER COSTS	150.00	0.00	0.00	150.00
PROFESSIONAL SERVICES	0.00	0.00	28,840.03	28,840.03
UTILITIES	0.00	123.92	0.00	123.92
OTHER SPACE COSTS	0.00	10.00	0.00	10.00
OFFICE SUPPLIES	1,438.45	60.00	0.00	1,498.45
FOOD	107.00	107.00	0.00	214.00
MAINTENANCE/CLEANING SUPPLIES	149.37	0.00	0.00	149.37
COPYING	36.24	0.00	0.00	36.24
INSURANCE - BLDG & GEN LIAB	363.93	0.00	0.00	363.93
FIRE/THEFT/BLDG INSURANCE	325.63	0.00	0.00	325.63
ADVERTISING/RECRUITMENT	598.00	0.00	0.00	598.00
TELEPHONE-LONG DISTANCE	0.00	0.00	0.00	0.00
POSTAGE	236.92	0.00	0.00	236.92
<b>Total Expense</b>	<u>3,405.54</u>	<u>300.92</u>	<u>31,000.03</u>	<u>34,706.49</u>
<b>Total Revenues (Expenditures)</b>	<u>(3,336.57)</u>	<u>729.74</u>	<u>0.00</u>	<u>(2,606.83)</u>

**Central Missouri Community Action**  
**Statement of Revenues and Expenditures - THE CORNER**  
From 10/1/2000 Through 8/31/2006

	BOONE CO. PARTN. & INTEREST	THE CORNER DONATIONS	THE CORNER INKIND	Total
<b>Revenue</b>				
	<u>10,661.81</u>	<u>11,530.66</u>	<u>33,627.66</u>	<u>55,820.13</u>
<b>Total Revenue</b>	<u>10,661.81</u>	<u>11,530.66</u>	<u>33,627.66</u>	<u>55,820.13</u>
<b>Expense</b>				
PROJECT COORDINATOR	0.00	7,563.75	0.00	7,563.75
EMPLOYERS FICA	0.00	468.96	0.00	468.96
EMPLOYERS-MEDICARE	0.00	109.68	0.00	109.68
EMPLOYERS SUTA(UNEMPLOYMENT)	0.00	565.62	0.00	565.62
WORKER COMP	0.00	175.58	0.00	175.58
FGP VOLUNTEER TIME	0.00	0.00	0.00	0.00
VOLUNTEER TIME	0.00	0.00	2,160.00	2,160.00
COMPUTER COSTS	150.00	0.00	0.00	150.00
PROFESSIONAL SERVICES	2,772.25	200.00	29,431.38	32,403.63
UTILITIES	65.44	278.18	0.00	343.62
MAINTENANCE AND REPAIRS	500.00	0.00	0.00	500.00
OTHER SPACE COSTS	410.00	202.02	0.00	612.02
TERMITE SOIL TREATMENT	0.00	0.00	700.00	700.00
OFFICE SUPPLIES	1,829.67	60.00	0.00	1,889.67
FOOD	107.00	107.00	0.00	214.00
MAINTENANCE/CLEANING SUPPLIES	149.37	0.00	0.00	149.37
COPYING	73.67	0.00	0.00	73.67
INSURANCE - BLDG & GEN LIAB	1,547.81	0.00	0.00	1,547.81
FIRE/THEFT/BLDG INSURANCE	1,374.27	0.00	0.00	1,374.27
ADVERTISING/RECRUITMENT	598.00	0.00	0.00	598.00
STAFF TRAINING	215.00	0.00	0.00	215.00
TELEPHONE-LONG DISTANCE	1.90	0.00	0.00	1.90
POSTAGE	240.70	0.00	0.00	240.70
INDIRECT COSTS	<u>0.00</u>	<u>0.00</u>	<u>1,336.28</u>	<u>1,336.28</u>
<b>Total Expense</b>	<u>10,035.08</u>	<u>9,730.79</u>	<u>33,627.66</u>	<u>53,393.53</u>
<b>Total Revenues (Expenditures)</b>	<u>626.73</u>	<u>1,799.87</u>	<u>0.00</u>	<u>2,426.60</u>

Existing Agreement  
As Amended

AMENDMENT TO AGREEMENT

On this 19<sup>th</sup> day of September, 2005, the City of Columbia, Missouri, a municipal corporation ("City") and the Central Missouri Counties Human Development Corporation, a Missouri corporation ("Agency") amend their agreement of September 19, 2000 as follows:

1. The first two sentences of section 8 (b) are amended to read as follows:

City and Agency agree that renovation of the building should be completed and a certificate of occupancy issued no later than September 19, 2006. Agency shall submit to the Council a six month report on the progress in planning, funding, and completing renovation of the building by March 27, 2006.

2. All other provisions of the September 19, 2000 agreement consistent with these changes shall remain in effect.

IN WITNESS WHEREOF, the parties have caused this amendment to be executed by their duly authorized agents on the day and year first above written.

CITY OF COLUMBIA, MISSOURI

By: Raymond A. Beck  
Raymond A. Beck, City Manager

ATTEST:

Sheela Amin  
Sheela Amin, City Clerk

APPROVED AS TO FORM:

Fred Boeckmann  
Fred Boeckmann, City Counselor

CENTRAL MISSOURI COUNTIES  
HUMAN DEVELOPMENT  
CORPORATION

By: *Arita Sanderson*

Title: *Executive Director*

ATTEST:

*Karen Cline*

## AGREEMENT

This agreement is entered into on this 19th day of September, 2000, between the City of Columbia, Missouri, a municipal corporation ("City") and the Central Missouri Counties' Human Development Corporation, a Missouri corporation ("Agency").

WHEREAS, City purchased certain property adjacent to Field School for the purpose of developing a neighborhood park; and

WHEREAS, it had been City's intent to raze the building located on part of that property; and

WHEREAS, Agency desires to purchase the building and renovate it for operation as a community center, the renovation and operation of the building as a community center to be accomplished at no expense to the Columbia Parks and Recreation Department; and

WHEREAS, City is willing to sell the building and to lease the property where it is situated to Agency to renovate for operation as a community center,

NOW, THEREFORE, the parties agree as follows:

City and Agency agree as follows:

I. Sale of Building and Land Lease.

1. City agrees to sell and Agency agrees to purchase the building located at 900-902 Range Line Street ("building") under the following terms and conditions:
  - a. The building is being sold in its "as is" condition. City makes no warranties as to the condition or habitability of the building.
  - b. The sale of this building is exclusive of the real property ("the property") on which it is located.
  - c. This sale is to allow Agency to renovate and improve the building for use as a community center.
  - d. The renovation and operation of the building as a community center shall be accomplished at no expense to the Columbia Parks and Recreation Department.
  - e. The price for the building shall be \$10.
2. City agrees to lease the property on which the building is located, known as 900-902 Range Line Street and described as Lot 3 of Sarah H. Hamilton Place Addition to the City of Columbia, Missouri, as shown by plat recorded in Plat Book 2, Page 38, Records of Boone County, Missouri, to Agency for a term of twenty-five (25) years. At its option, the Agency may renew this lease under the same terms for two additional ten (10) year terms. The City Council may, in its sole discretion, agree to extend the term of this lease beyond forty-five (45) years. The Agency may seek the



permission of the City Council to replace the building at the end of this lease and any renewals. This lease is subject to following additional terms:

- a. Rental shall be \$10 per year, payable in advance.
- b. Agency recognizes that this lease is only for the property on which the building is located. It does not include parking area.
- c. Agency agrees to renovate or reconstruct the building in compliance with and to comply with all City codes, regulations and rules. In renovating the building, Agency agrees to comply with all applicable federal, state and City laws and regulations.

Agency agrees that the building will not be used as a community center until the building has been inspected and a certificate of occupancy issued.

- d. Agency agrees that it shall maintain the exterior of the building and surrounding area in a neat and orderly manner, keeping the leased area free of trash, broken glass or other nuisance.
- e. When renovated, Agency shall operate the building as a community center, making space available for community activities including neighborhood group meetings, school-linked programs, and occasional day rental to the public. Agency further agrees:
  - i) to use the property only for operation of a community center;
  - ii) to operate the community center in accordance with all applicable City ordinances, rules and regulations;
  - iii) to maintain the community center in good repair and condition.
  - iv) to keep the premises free of all liens and encumbrances except as approved by the Columbia City Council.
  - v) not to sublease any portion of the premises without the written consent of City.
- f. Agency agrees 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 Agency's possession of the leased premises and ownership of the building 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. Agency shall provide City with a current certificate of insurance evidencing the existence of the required coverage.

Agency agrees to obtain, if required by law, and to require all subcontractors or entities performing renovation work on Agency's behalf to carry adequate workers compensation insurance.

- g. Agency agrees to keep in effect at all times a policy of fire and extended coverage insurance upon the building in an amount not less than the

replacement value of the building. City, as well as Agency, shall be named as insured on the policy. Agency shall provide City with a current certificate of insurance evidencing the existence of the required coverage.

- i. During the period of renovation, if the building is completely destroyed or so substantially damaged, in whole or in part, that completion of renovation will be delayed (as mutually determined by the City and the Agency), beyond five (5) years from the signing of this lease, this lease shall terminate. In such case, any insurance proceeds shall first be applied to remove the building and all remaining proceeds shall be the property of the Agency. Following any razing of the building, the Agency may seek permission from the City Council to rebuild.
  - ii. During the period of the renovation, if damage to the building is less substantial than described in I, 2,g,i above, (as mutually determined by the City and Agency), Agency may use applicable insurance proceeds to complete renovation of the building. If Agency is unable financially to complete renovation the building using insurance proceeds plus other funds available to Agency, or if Agency chooses, for whatever reason, not to complete renovation of the building, this lease shall terminate. In such case, any insurance proceeds shall first be applied to remove the building and all remaining proceeds shall be the property of the Agency.
  - iii. After the period of renovation, if the building is destroyed or so substantially damaged so that it will be untenable, in whole or in part, for more than six months (as mutually determined by the City and the Agency), this lease shall terminate. In such case, any insurance proceeds shall first be applied to remove the building and all remaining proceeds shall be the property of the Agency. Following any razing of the building, the Agency may seek permission from the City Council to rebuild.
  - iv. After the period of renovation, if damage to the building is less substantial than described in I,2,g (iii) above, (as mutually determined by the City and Agency), Agency may use applicable insurance proceeds to repair or restore the building. If Agency is unable financially to repair and restore the building using insurance proceeds plus other funds available to Agency, or if Agency chooses, for whatever reason, not to repair or restore the building, this lease shall terminate. In such case, any insurance proceeds shall first be applied to remove the building and all remaining proceeds shall be the property of the Agency.
3. Nothing in this agreement guarantees that the building or property is zoned appropriately for a community center or that adequate parking is available to meet minimum parking requirements for a community center. However, Agency is granted standing to apply to the Board of Adjustment and/or Planning and Zoning Commission, at its discretion, for either variances or rezoning. Should relief not be granted, the sale and lease described in this agreement shall be null and void with

no compensation due Agency.

4. City hereby agrees to allow this lease to be assigned to a 501(c)(3) corporation formed or empowered to provide the services contemplated in this agreement. No other assignment of this lease shall be permitted without the written consent of City.
5. Agency agrees 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. Agency 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, Agency's operation and function 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 Agency.
6. Agency agrees not to interfere with the City's development of, access to, or use of the public park contemplated to be developed on property adjacent to the leased premises. Nothing in this lease shall preclude Agency requesting or the City granting right-of-use permits necessary to perform necessary maintenance or repair of the building located at 900-902 Range Line Street.
7. City has the right to enter upon the leased premises at any reasonable time to determine the conditions of the building and the activities being conducted on the premises.
8. A) Default and Termination - General. If Agency defaults in the performance or observation of any of the covenants, agreements or conditions set forth in this lease, City may give a written notice of default to Agency. If Agency remains in default 60 days after receiving notice of default or if Agency 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 terminate this lease. Upon such termination, Agency shall transfer title to the building to City.  
  
B) Termination - Failure to complete renovation. City and Agency agree that renovation of the building should be completed and a certificate of occupancy issued within five (5) years of the signing of this agreement. Until the renovation is complete and a certificate of occupancy issued, Agency shall annually submit to the Council a report on the progress in planning, funding, and completing renovation of the building. Failure to make reasonable progress on planning, funding, and renovating the building may constitute default by Agency in performance of the terms of this agreement. If the City Council finds Agency in default of the duty to make reasonable progress on planning, funding, and renovating the building, it shall follow the procedures set out in 8,A (Default and Termination - General) of this agreement. The City Council shall not unreasonably find Agency in default of the duty to make reasonable progress.

If the City terminates this lease under the provisions set out in I,8,B (Termination - Failure to complete renovation), Agency shall remove the building at its expense or allow City to demolish the building.

C) Termination in case of fire or other catastrophe. See 2,g.

9. If Agency ceases to exist, this lease shall immediately terminate and the leased property, including all improvements, shall revert to City.
10. Any notice given under this lease shall be delivered in person or by certified or registered mail to City or Agency at the following addresses:

**City of Columbia**  
c/o Director of Parks and Recreation  
PO Box 6015  
Columbia, MO 65205

**Agency**  
Central MO Counties' Human  
Development. Corporation  
Attn: David Thayer, Exec. Dir.  
807B N. Providence Road  
Columbia, MO 65203

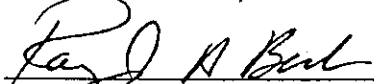
Each party shall have the right to change the place to which and the person to whom notice shall be sent or delivered by giving notice to the other party.

II. Definitions

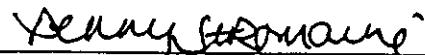
"Agency" - The term "agency," wherever it occurs, shall include its assignees or transferees.

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

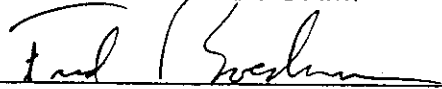
CITY OF COLUMBIA, MISSOURI

By:   
Raymond A. Beck, City Manager

ATTEST:

  
Penny St. Romaine, City Clerk

APPROVED AS TO FORM:

  
Fred Boeckmann, City Counselor