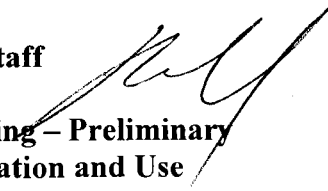


Source:
Mike Hood

FISCAL and VISION NOTES:

TO: City Council
FROM: City Manager and Staff
DATE: November 8, 2010
RE: Heibel-March Building – Preliminary Proposal For Restoration and Use



City Fiscal Impact Enter all that apply:	
\$0	City's current net FY cost.
\$0	Amount of Funds Already appropriated
\$0	Amount of budget amendment needed
\$0	Estimated 2 yr net costs: One-time
\$0	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)
Vision Implementation Impact Enter Below All That Applies: <u>Refer to Website:</u>	
y	Vision Impact? (Y/N or if N, go no further)
Item # 2.2	Primary Vision, Strategy and/or Goal Item#
Item #	Secondary Vision, Strategy and/or Goal Item#
Task #	FY10/FY11 Implementation Task#

EXECUTIVE SUMMARY:

Staff of the Parks and Recreation Department has recently received a preliminary proposal (copy attached) from a local private business, Legacy Construction Group, regarding the possible restoration and use of the City-owned Heibel-March Building. This building, located at the intersection of Rangeline and Wilkes Boulevard and adjacent to the City's Field Neighborhood Park, has been the subject of a number of proposals for restoration and use over the last ten years. Past proposals have not been successful. The current proposal, if ultimately accepted by the City, could result in the overall restoration of the building, but would include some modification to the building's historic exterior.

Legacy's initial proposal also sought additional land/space from the City to develop parking. Legacy has been advised by City staff that that as the land was acquired with federal funds, the use of the land for private parking conflicts with federal regulations and such use should not be considered as a viable option. Legacy has confirmed they remain interested in the possible use of the building without the parking option.

Staff is requesting direction from Council as to whether to pursue the current proposal, seek alternative proposals, or take other action.

DISCUSSION:

Late this past summer, staff of the Parks and Recreation Department were contacted by a representative of Legacy Construction Group about the availability of the City-owned Heibel-March Building and the potential for restoration and use of the building. Staff met with representatives of Legacy Construction, reviewed the history of the property including past efforts to restore the building, and opened the structure for their inspection. Based on those discussions, Legacy Construction drafted a preliminary proposal and has submitted it for City consideration.

As part of their proposal, Legacy is requesting that the City:

- 1.) Sell the building to Legacy Construction at a minimal price.
- 2.) Approve exterior modifications to the building to allow the installation of an overhead door.

- 3.) City would retain ownership of the land on which the building is constructed.
- 4.) Sale of the building to be complete by January of 2011.

In return, Legacy would restore the historic building and use the building to serve as the Company's primary place of business. Legacy initially also requested use of city land adjacent to the building for development of off-street parking. This land is part of the Field Neighborhood Park. As the park was acquired with federal funds, use of the land for other than park purposes is restricted under section 4F of the federal grant regulations. These restrictions require significant justification, land replacement, and national level approval to change use of the property. Staff advised Legacy Construction that the provision of land for parking was not considered a viable option. Legacy has confirmed that they remain interested in the possible use of the building without the option of off-street parking.

The City last sought formal proposals for renovation and use of the Heibel-March Building in the fall of 2008. At that time, only one proposal was received. That proposal was submitted by the organization, First Chance for Children. The City and First Chance spent several months negotiating an official agreement for use of the building, however ultimately First Chance withdrew their proposal. The withdrawal was primarily a result of uncertainties as to the organization's ability to obtain the necessary financing to restore the building. Staff is attaching for Council information three reports that were prepared in 2008 and 2009 regarding the RFP process. These reports also provide a detailed history of past efforts to restore the building..

Staff is seeking direction from the Council as to how to proceed with the preliminary proposal received from Legacy Construction. Options the Council may wish to consider include:

1. If Council believes that the Legacy Construction proposal should be considered on the merits of the preliminary information submitted, the Council may want to refer the proposal to both the Historic Preservation Commission and the Parks and Recreation Commission for their review and input as to the acceptability of the proposal. Upon receipt of input from the two Commissions, Council could then determine whether to direct staff to proceed with negotiation of a formal agreement.
2. As this proposal was initiated by Legacy Construction based on their interest in the potential use of the building, it is not possible to know if there are any other competing interests for use of the building unless the City again goes through the process of seeking formal proposals for use of the building. If the Council wishes to determine whether there are any other entities interested in competing for use of the building, staff could be instructed to again initiate a process seeking formal proposals. Legacy Construction would be encouraged to submit their preliminary proposal as part of that formal RFP process.
3. If the Council does not believe the Legacy Construction proposal is one which would be considered as an appropriate and acceptable use of the building, then staff should be directed to advise Legacy Construction of such so as to allow them to pursue other alternatives for location of their business.

FISCAL IMPACT:

Review of this preliminary proposal does not, at this time, have any fiscal impact. Should the City decide to pursue a formal agreement with regard to the sale or lease of the building, the financial impacts of such an agreement would need to be assessed as part of the agreement process.

VISION IMPACT:

This proposal addresses Vision goal 2.2 which encourages the City to identify, value, and preserve historic areas through education, enforcement, and incentives.

SUGGESTED COUNCIL ACTIONS:

Provide staff with direction as to how to proceed with the proposal submitted by Legacy Construction for possible use of the Heibel-March Building.

MARCH-HEIBEL BUILDING
PROPOSAL
HISTORIC RENOVATION



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LEGACY CONSTRUCTION GROUP

September 14th, 2010

City of Columbia - Parks & Recreation
Attention: Mike Hood
1 South 7th Street
P.O. Box 6015
Columbia, Missouri 65205

RE: Proposal to Occupy & Restore March-Heibel Building

Dear Mr. Hood,

This letter is to serve as our formal proposal to occupy and restore the historic March-Heibel Building located at 900-902 Range Line Street, at the intersection of Wilkes Boulevard and Range Line Street.

Legacy Construction Group is requesting the following:

- For the City of Columbia to sell Legacy Construction Group the building at a minimal cost
- For the City Council to approve a new parking lot located off Wilkes Boulevard
- For the City Council to approve exterior modifications to allow for an overhead door
- For the City of Columbia to retain ownership of the land where the building rests
- For the sale of the building to be completed by January 2011

Should you need further information or if you care to discuss please contact:

Keith Windham
VP of Construction / Shareholder
503 E. Nifong Blvd Ste #280
Columbia, MO 65201
Office: 573 474-0669
Fax: 573 474-0667
Email: office@legacyconstgroup.com

Sincerely,



cc: Project File

Company Information

Legacy Construction Group, Inc.

About Us

Legacy Construction Group, Inc. has provided Commercial and Residential Construction services to Central Missouri since 2006. We pride ourselves on our construction management experience, organization, and attention to detail. Each step of the way, Legacy team members are involved to help move each project along. We make cost, schedule, and construction information available as the project moves forward so that our clients can make more cost-effective decisions. Our team approach allows work to proceed rapidly and economically, eliminating wasteful effort and lost time.

Who We Are

Keith Windham founded the company in 2006 and in 2009 was named the General Managing Partner of the corporation. The principal officers of the corporation have a strong interest in their community and offer the company extensive experience in construction, project management, accounting, and real estate. Mr. Windham has over fifteen years experience in all phases of construction management holding such positions as Project Manager, Superintendent, Lead Estimator, and Contracts Administrator for many large nation-wide commercial contracting firms. Mr. Windham specializes in the organization and quality control of projects from pre-construction to final completion including estimating, negotiation of bids, awarding subcontracts, project schedules, coordination of crews, compliance with project specifications, and all field related matters. Mr. Windham also has experience managing and administering construction projects in excess of six million dollars.

For More Information about Legacy Construction Group
and the Services we provide Visit:

www.legacyconstgroup.com

Proposal

Purpose of Site

Legacy Construction Group, Inc. plans to use the building as a mixed use space. The building shall serve as the company's primary place of business. The building will have a small warehouse located at the 900 address side of the building with an overhead door set back from the existing exterior wall that will face Range Line Street. The building will have both commercial office and retail/showroom space for clients, walk-in visitors and conference space for our design staff.

Interest in Property

The principal officers of Legacy Construction Group are interested in the March-Heibel building because we recognize that establishing a business at this location would be of benefit to the north-central community. Legacy Construction Group understands that the increasing number of social service organizations in this neighborhood should be balanced by growing and prosperous businesses. This location offers close proximity to the District and the building size would meet our current and future service needs. As a small and growing company we are also motivated by the possibility of an affordable acquisition.

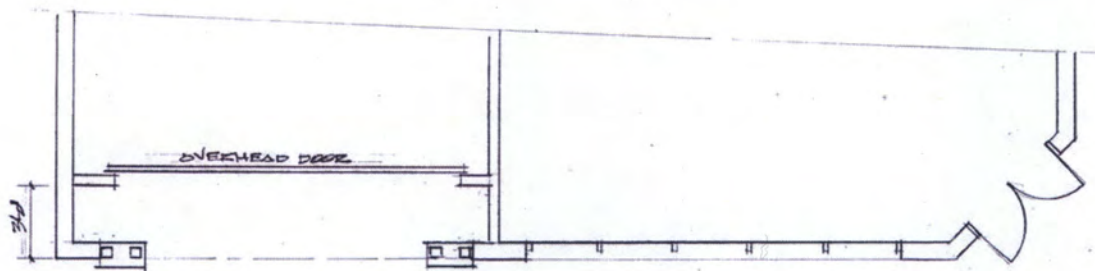
Renovations

Exterior renovations will be consistent with the building's historical attributes. These may include but not limited to; installation of new commercial grade storefront windows. New entry doors, exterior plaster repairs, exterior painting, masonry tuck-pointing. Installation of overhead door, setback at least 3'ft from current exterior wall of building facing Range Line Street. Removal of existing roof and installation of new sheathing and roof membrane.

Interior renovations shall consist of bringing plumbing and electrical to meet current codes. Installation of two separate HVAC systems, completion of warehouse space, commercial offices, conference and retail/showroom space.

Construction Schedule

We anticipate a construction schedule of 90-120 days upon acquisition to complete the scope of work to the exterior and interior of the building with immediate occupancy and use of the building to follow. We anticipate the cost of renovations to be approximately Seventy Five Thousand (\$75,000) Dollars. Legacy Construction Group will pay for the outlined renovation work or seek financing from traditional sources.



PLAN VIEW



Source:
Mike Hood

TO: City Council
FROM: City Manager and Staff
DATE: February 9, 2009
RE: Proposal for Use of March-Heibel Building

FISCAL NOTES:

City Fiscal Impact	
Enter all that apply:	
\$0	City's current net FY cost.
\$0	Amount of Funds Already appropriated
\$0	Amount of budget amendment needed
\$0	Estimated 2 yr net costs: One-time
\$0	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: At the November 3, 2008, Council meeting, the City Council authorized staff to seek written proposals for the renovation, restoration, and use of the City owned March-Heibel Building located at the intersection of Wilkes Boulevard and Range Line Street. One such proposal has been received by the City. The proposal was submitted by First Chance for Children and appears to meet all of the requirements of the City. Staff is seeking Council approval to proceed with negotiation of a formal agreement with First Chance for Children outlining in detail the actual terms of the project. Once drafted, the agreement would be brought back to the Council for review and approval.

DISCUSSION: In the fall of 2008 formal title to the March-Heibel drugstore building was transferred back to the City from Central Missouri Community Action (CMCA). CMCA had held title to the building for approximately eight years attempting to raise the funds necessary to restore and preserve the building for community use. Unfortunately the necessary funds were not forthcoming and CMCA chose to disassociate with the project.

Following Council discussions regarding the future of the building, staff was instructed to seek proposals from individuals, agencies, and/or organizations who would be interested in renovating, restoring, and using the property. Key concerns being that the historical integrity of the exterior of the building was to be preserved and the use of the building was to be compatible with the adjacent neighborhood park and surrounding neighborhood uses.

The request for proposals (rfp) was advertised through the City's Purchasing Division and one proposal was received. That proposal was submitted by First Chance for Children. A staff committee consisting of the City's Purchasing Agent, City Attorney, an Assistant City Manager, and the Director's of the City's Park and Recreation and Planning Departments was appointed to review the proposal.

Following an initial review of the proposal, the Committee authorized the applicant to complete a structural evaluation of the building as requested in their proposal. Upon completion of the structural evaluation, the Committee met with Mr. Philip G. Peters, Executive Director of First Chance for Children to clarify further details of the proposal. It is the opinion of the Committee that the First Chance proposal meets the requirements of the rfp and that negotiations should be initiated to draft a formal agreement for use of the building by First Chance.

Key points of the First Chance proposal are as follows:

- 1.) First Chance for Children is a not-for-profit organization whose mission is to help every

child arrive at school ready to succeed. Their programs particularly focus on providing services to low income and minority children.

2.) First Chance will use the building as its main office. In addition to staff offices, the interior will include a larger conference/meeting room capable of serving functions such as group training sessions for caregivers, parent networking activities, and Board of Director's meetings.

3.) First Chance will preserve the historical attributes of the building's exterior and will incorporate "green" building techniques and practices as part of the building's restoration.

4.) First Chance will secure the necessary funds (estimated at \$250,000) to restore the building through a combination of grants, loans, and donations. Fund raising will be complete no later than June of 2010, possibly much sooner.

5.) First Chance will operate and maintain the facility as part of its annual operating budget.

FISCAL IMPACT: Negotiating a long term agreement for both the restoration and the use of the March-Heibel Building should result in a positive impact on the Park and Recreation Department's budget as the Department would not be responsible for the operation and maintenance of the structure.

SUGGESTED COUNCIL ACTIONS: If the Council concurs with staff's recommendation that the proposal submitted by First Chance for Children is a viable proposal for use of the March-Heibel Building, a motion should be passed directing staff to negotiate a formal agreement between the two entities. Once drafted, the agreement will be presented to Council for final review and approval

Source:
Mike Hood

TO: City Council
FROM: City Manager and Staff
DATE: October 27,2008
RE: Proposed RFP for Heibel-March Building

SUMMARY: City staff has prepared a draft Request for Proposals (see attached) which seeks proposals from individuals, firms, or organizations interested in renovating and utilizing the city-owned Heibel-March building. This building is located at the intersection of Rangeline and Wilkes Boulevard and is adjacent to the City's Field Neighborhood Park.

Fiscal Impact

YES

NO

Staff is recommending that the City seek proposals which, if accepted, would result in the historic building's exterior being appropriately preserved while resulting in a use of the building which is compatible with surrounding neighborhood uses including Field Neighborhood Park, Field Elementary School, and Columbia College. Council approval to proceed with the RFP is requested.

Other Info.

DISCUSSION: At the September 15th, 2008, City Council meeting, the Council directed staff to proceed with the necessary actions to transfer ownership of the Heibel-March building from Central Missouri Community Action (CMCA) back to the City. Staff was also to continue to work with the City's Historic Preservation Commission to explore further options for preservation and restoration of the building.

Staff has initiated steps to complete the transfer of ownership, and is currently awaiting the necessary paperwork from CMCA. Staff is also recommending that the City, in an attempt to identify an appropriate use of the structure as well as the means to renovate the building, seek Request for Proposals (RFPs) from individuals, organizations, or businesses who might be interested in renovating and using the building.

The building, located at 900-902 Rangeline Street, is approximately 2600 square feet in size. The structure has been identified as a Historic Preservation Commission's most notable historic property since 2005. The building's exterior, with the exception of the roof, is in reasonably good condition with relatively few changes from the original construction. The interior is in need of serious repair and renovation. Estimates to renovate the building to the point an occupancy permit can be obtained have ranged from \$200,000-\$250,000 and may be higher depending on final plans for use of the building's interior.

The property on which the building is located is currently zoned CP which would allow for a variety of uses including both commercial and office. Any renovation proposed for the building should maintain the historic integrity of the building's exterior. Proposed uses for the building should be compatible with the adjacent neighborhood park, elementary school, and other surrounding neighborhood properties.

SUGGESTED COUNCIL ACTION: If Council concurs that the City should seek proposals for the renovation and use of the Heibel-March Building, a motion should be passed directing City staff to proceed with the RFP process as outlined in this report.

DRAFT

City of Columbia

Request For Proposals

Heibel-March Building

October 2008

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PART I – INTRODUCTION

1.1 INTRODUCTION

The City of Columbia, Missouri is seeking proposals to restore and use the historic March-Heibel Building located at 900-902 Range Line Street, at the intersection of Wilkes Boulevard and Range Line Street. This building is approximately 2600 square feet in size (see Section VIII Attachments) and is adjacent to the City's Field Neighborhood Park. All proposals received will be reviewed by a committee of city staff appointed by the City Manager. Finalists may be asked to make a formal presentation of their proposal to the Committee. Final decision regarding acceptance of any proposal shall rest with the Columbia City Council.

The successful proposal will recognize the potential of the building as a future neighborhood catalyst in the heart of North Central Neighborhood District. Any proposed re-development should be uniquely suited to fit with the community's aesthetic qualities and economic well-being of the City.

1.2 BACKGROUND

HISTORY

In December of 1998, the City purchased approximately three quarters of an acre of land located on the northeast corner of the intersection of Wilkes and Rangeline Streets for the purpose of developing a new neighborhood park. The proposed park was adjacent to Field Elementary School and was intended to serve the recreational needs of this north central neighborhood. At the time the City of Columbia acquired the property, initial plans for the neighborhood park called for the demolition of the March-Heibel Building. During the park planning process, the North Central Columbia Neighborhood Association (NCCNA) expressed interest in keeping the building for a community resource center. The decision to preserve the building was arrived at after considering input from residents, businesses, schools and other interested groups using a series of park planning sessions, public hearings, as well as other sources. Ultimately, the City Council approved a master plan for the new park which precluded the demolition of the building provided that City funds were not used to renovate or operate the building. The NCCNA partnered with Central Missouri Counties' Human Development Corporation (CMCHDC) as a conduit for funding and building ownership/lessee. Following approval of the master plan, the City, in September of 2000, entered into an agreement with Central Missouri Community Action who was acting on behalf and in the interest of the North Central Neighborhood association. That agreement allowed CMCA to acquire and renovate the Heibel-March Building for use as a neighborhood center for neighborhood groups, school programs, and other public events. Ownership of the building was transferred to CMCA for a fee of \$10 along with a long term lease of the land on which the building sits. Under the terms of the agreement, the renovation was to be completed and a certificate of occupancy issued within five years of the signing of the agreement. As the neighborhood effort to raise the funding necessary to restore the building in accordance with their plans (cost estimates for renovation have ranged from \$200,000 - \$250,000) encountered substantial challenges, the agreement was eventually extended for a total of three additional years. In March of 2008, representatives of the "Corner

Renovation Project”, as the project had become to known, announced that CMCA had withdrawn their support of the project and that all effort to raise funds to restore the building were being suspended. With no renovation having been completed, the City’s agreement with CMCA expired on September 19, 2008, and ownership of the building is now being transferred back to the City.

During the eight year period (2000-2008) no major improvements other than some minor interior demolition and clean-up have occurred, and the building continues to be in need of extensive renovation.

The building was the former home for Heibel Drug Store (dating back to the 1930's), the Black Grocery Store, and more recently Range Line Auto Parts. The building has been listed as one of the City Historic Preservation Commission’s most notable properties since 2005.

1.3 OVERVIEW

In 2005, the March-Heibel Building was listed as one of the city Historic Preservation Commission’s (HPC) most notable properties. The HPC noted it was significant to Columbia because of its architectural value and historical significance as an integral part of a neighborhood gathering place, specifically as a neighborhood corner grocery store.

Proposals that are best able to complement and enhance the community at-large and tap into the spirit of revitalization demonstrated by nearby projects will be seriously considered. The City of Columbia encourages creative financing along with an innovative adaptive re-use that takes advantage of the building’s architecture.

Given the March-Heibel Building’s current physical condition, it is expected any renovation cost will exceed \$250,000 at minimum and depending on the interior use, may range significantly higher. From a square footage and building cost standpoint, renovating the March-Heibel Building may require the Developer to seek foundation grants and utilize all available tax credits. The City of Columbia will not provide any tax reduction incentives.

As the structure has been identified as a notable historic property and as the City continues to have an interest in seeing the building properly restored, the City is currently seeking proposals from any individual, organization, or business firm that would be interested in restoring, renovating, and utilizing the building.

It is anticipated that if a quality proposal is received which is compatible with the City’s vision for restoration and use of the building, the City would negotiate transfer of ownership of the building for a nominal fee while providing a long term lease of the land on which the building sits.

The property on which the building is located is currently zoned CP which allows for a variety of uses including both commercial and office. Boundaries of the existing park extend up to the base of the building. No additional land other than the land base beneath the structure will be transferred. Any party assuming ownership of the building will be

expected to work closely with the Department of Parks and Recreation to insure a compatible operation and use of both the building and the park. No parking exists on the site. Limited street parking is available in the immediate neighborhood. The City will require that any planned restoration of the building include the proper historical preservation of the exterior of the structure.

1.4 SURROUNDING COMMUNITY

The March-Heibel Building is located in the North Central Neighborhood Association (NCNA). The NCNA is bounded by Business Loop 70 on the north, Providence Road on the east, College Avenue on the west, and Walnut Street on the south. It is just outside of the North Central Business District.

The NCNA is an excellent example of mixed use development typically found in older established neighborhoods. The residential homes are one-two story, 1500 +/- sq ft single family homes that are utilized as both rental and owner occupied units. Commercial development includes office spaces, small retail shops and a convenience store located on Business Loop 70.

Key Institutions Located Within the North Central Neighborhood Association

- Columbia College
- Eugene Field Elementary School
- Jefferson Junior High School
- Douglass High School
- Hickman High School
- Field Neighborhood Park
- Douglass Park
- Armory Sports Center

1.5 PROPERTY DESCRIPTION

SIZE AND LOCATION

The March-Heibel Building is located at the intersection of Wilkes Boulevard and Range Line Street. The single story building is constructed of red brick with large glass windows that front Range Line. The flat roof slopes from the front (Range Line side) to the back of the building. The building measures approximately 44 feet by 61 feet (+/- 2600 sq. ft), and has been named a notable City Historic Property by the City's Historic Preservation Commission. There are two doors on the "front" of the building with one directly facing Range Line Street and the other at the corner of the building facing the intersection of Wilkes Boulevard and Range Line Street. These two doors account for the two addresses of 900 Range Line Street and 902 Range Line Street.

LAND

Boundaries of the existing park extend up to the base of the building. No additional land other than the land base beneath the structure will be transferred. Any party assuming ownership of the building will be expected to work closely with the Department of Parks

and Recreation to insure a compatible operation and use of both the building and the park.

LEGAL DESCRIPTION

The March-Heibel Building is currently platted as part of the Field Neighborhood Park. It is anticipated that a long term lease will be offered to the successful Developer. The City may entertain proposals that call for the fee-simple purchase of the land directly under the building, but if this option is offered by the Developer, all costs associated with a survey and re-platting of the site will be at the expense of the Developer.

EXTERIOR

The exterior red brick construction remains as originally constructed. Over the years there have been relatively few changes to the exterior of the building. Discussions with previous owners indicate that the front windows may have been replaced over the years, but the date of replacement is unknown. The doors on Range Line Street are operational. The doors on the rear of the building have been sealed but may become operational as part of the renovation. Portions of the roof have been removed and currently have only felt paper covering the plywood.

INTERIOR

On the interior, the building is in a state of disrepair typical of any renovation project that was halted just after minor demolition and prior to construction. The walls indicate water damage, probably from the failure of the old roof system.

PARKING

There is no off-street parking available on the site. All parking must be on-street. As indicated in Part VIII Attachments, there are approximately 67 on-street parking spaces within the vicinity of the March-Heibel Building. The City will not entertain proposals that include taking of park property for parking purposes.

UTILITIES

All utilities are available to the March-Heibel Building, but at this time all utilities have been disconnected. The status of these utility connections are unknown, but assumed to have been physically removed.

1.6 ZONING

The March-Heibel Building is zoned C-P for Planned Business. This zoning classification is designed to provide adequate regulations within the neighborhood and to allow appropriate review by the Planning and Zoning Commission and review and approval by the City Council. As indicated by the Public Works Department, C-P allows for the following:

USES ARE NEGOTIABLE AND MAY BE AS FOLLOWS: ALL USES PERMITTED IN C-1 AND C-3 PLUS AMUSEMENT PARKS*; COMMERCIAL PICNIC GROUNDS AND FISHING LAKES; COMMERCIAL STABLES; DRIVE-IN THEATRES; GUN CLUBS*; MACHINE SHOPS; OUTDOOR STAGE AND CONCERT FACILITIES; PLUMBING, HEATING, AIR-CONDITIONING AND ELECTRICAL BUSINESSES*; PUBLIC AND COMMERCIAL RADIO AND TV TOWERS; TRAVEL TRAILER PARKS

A complete description of Section 29-17 District C-P, planned business district ordinance may be obtained by contacting either the City of Columbia's Planning Department or Public Works Department.

1.7 TITLE OF PROPERTY

The March-Heibel Building is currently owned by the City of Columbia. It is the intent that the City shall sell the building to the selected developer at a minimal cost. It is anticipated that the City shall retain ownership of the land where the building rests with the understanding that failure to complete the development process will eventually lead to the building being returned back to City of Columbia's ownership. The City may entertain proposals that call for the fee-simple purchase of the land directly under the building, but if this option is offered by the Developer, all costs associated with a survey and re-platting of the site will be at the expense of the Developer.

PART II - FINANCING

2.1 FINANCING

It shall be the responsibility of the Developer to arrange for private equity and debt financing and to secure all financial commitments necessary to successfully complete the total development (hard and soft cost) for the project. It is expected that the Developer will seek financing from traditional sources, to cover all cost associated with development.

The City of Columbia recognizes the volatility of the financial market and the realities of the current real estate market in the area and understand that the actual financing may somewhat change the goal of the original program. However, this project must maintain its goal of servicing the citizens of the City of Columbia.

2.2 TAX INCENTIVES AND GRANTS

Special tax incentives and grants are the responsibility of the Developer at this site.

PART III – GENERAL CONDITIONS

3.1 CONFLICT OF INTEREST

The respondent warrants that to the best of its knowledge and belief and except as otherwise disclosed it does not have any organizational conflict of interest. Conflict of interest is defined as a situation in which the nature of the work under this solicitation and the firm's organizations, financial, contractual or other interest are such that:

1. Respondent may have an unfair competitive advantage; or
2. The respondent's objectivity in performing the work solicited may be impaired. In the event the respondent has an organizational conflict of interest as defined herein, the respondent shall disclose such conflict of interest fully in the proposal submission.

3.2 PROOF OF INSURANCE

The successful Developer shall be expected to furnish the City of Columbia with a certified copy of the policy or policies covering the work as required in the specifications as evidence that the insurance required will be maintained in force for the entire duration of the contract with the City of Columbia. The City of Columbia must be listed as an additional insured. Insurance requirements may be obtained from the City of Columbia Risk Management office at 573-874-6370.

PART IV – COMMUNICATION

4.1 SUBMISSION REQUIREMENTS

All responses must be signed by an official authorized to bind the developer's firm or organization to its provisions, and must state the names, addresses, and phone numbers of all persons authorized to negotiate the proposed project. Respondents must submit the following documentation in the order listed, which will serve as the Statement of Qualifications.

1. A brief description of the individual/organization/firm submitting the proposal. Include your Mission Statement if applicable.
2. The lead person responsible for the Proposal. Please include name, title, mailing address, telephone number, and e-mail address. All future correspondence regarding this proposal shall be directed towards this person.
3. A detailed description of the proposed project including:
 - a.) Why you or your organization is interested in this property.
 - b.) How the building will be used.
 - c.) Proposed floor plan for the renovated building
 - d.) Confirmation that exterior renovation will be consistent with the building's historical attributes.
4. Anticipated timeline for the proposed project:
 - a.) Anticipated length of time required to secure necessary funding for the project.
 - b.) Anticipated beginning date of building renovation (no later than two years following Council approval of agreement).
 - c.) Anticipated opening date of the facility.
5. Proposed construction parameters:
 - a.) Estimated cost of building renovation.
 - b.) Description of building materials and techniques to be used.
 - c.) Method of acquiring the necessary funds to complete the project.
6. Proposed Operating procedures:
 - a.) Address who will operate the facility.
 - b.) Address how operating funds will be obtained.
 - c.) Address any collaborative efforts with other organizations.

7. Two (2) corporate references containing at least one (1) banking reference, and one (1) current or recent client references, for development projects that the respondent has successfully completed within the past three (3) years.
8. Considerations shall be given to Developers that utilize MBE/WBE (Minority Business Enterprise/Women Business Enterprise) businesses as either part of the renovation or as an occupant to the building.
9. Other Items - Include any additional items or information the City should consider in evaluating your proposal.

All proposals received by the City will be screened by a review committee appointed by the City Manager. Following review by the committee, a recommendation will be submitted to the City Council. The Council may choose to interview parties submitting proposals and will be responsible for making a final decision as to which, if any, proposal is accepted.

4.2 REQUIRED PLAN SUBMISSIONS

A "Floor Plan" showing proposed uses is required as part of the RFP. All submissions must meet the following requirements:

Site Plan at scale: 1/16" = 1 ft.

Building floor plans: 1/8" = 1 ft.

Detailed construction documents are not required during the initial response of this RFP. Once a finalist list has been selected, Developers may want to present proposed plans as part of their presentation or finalist response.

Prior to entering into a Memo of Understanding with the successful Developer, the following plans must be submitted as part of this document: One (1) interior perspective showing the proposed rooms and one (1) exterior perspective showing the building on the site with all related signs.

4.3 DIRECTIONS FOR SUBMISSION/INQUIRIES

The required submission of the Request for Proposals must be submitted in a three-hole binder with tabbed numbers for each identified section. All materials must be submitted in an 8.5' x 11' format. Respondents must submit an original, clearly marked envelop containing original signatures in ink, along with six (6) copies in a sealed carton to the City of Columbia Purchasing Department by _____ 2:00 p.m. (local time), without exception, at the following address, to be deemed responsive and eligible for consideration:

City of Columbia, Missouri
Purchasing Department
Attention: Marilyn Starke, Purchasing Director
RFP: March-Heibel Building
800 Cherry Street, Lower Level
Columbia MO 65201
Phone Number: (573) 874-7687

Any proposal, which is not properly marked, addressed or delivered to the submission place, in the required form, by the required submission date and time, will be ineligible for consideration.

INQUIRIES

Questions regarding this invitation to submit Proposals may be directed to:

Mike Hood, Director of Parks and Recreation
P.O. Box 6015
Columbia, Mo 65205-6015
Phone 573-874-7460 Fax 573-874-7640
E-Mail: MJH@GoColumbiaMo.com

4.4 SCHEDULE

The anticipated schedule for this Request for Proposal, selection of Respondent(s) and contract approval is as follows:

ACTIVITIES DATE COMPLETE

1. RFP Available _____
2. Site Visit _____
3. Written Questions Deadline _____
4. Response to Written Questions Returned _____
5. Submittal Due _____
6. Interviews _____
7. Selection of Developer _____
8. Execution of Memorandum of Understanding _____

IMPORTANT NOTE: The City shall schedule two on-site meetings. Potential developers may attend either of the two meetings. Meetings will be at 9:00 am on _____ and at 2:00 on _____. These will be the only times that the building will be open for inspection prior to the closing of the Request for Proposals.

PART V – REVIEW PROCESS

5.1 REVIEW TEAM

A Review Team will conduct the evaluation of proposals. The Review Team will consist of three (3) to five (5) representatives appointed by the City Manager. The Review Team will make its recommendations ranking the respondent firms to the City Manager who will then make a recommendation to the Columbia City Council. The Review Team will review the technical proposal, negotiate any associated fees and make its recommendation as to the selected proposal to the City Manager. Finalists may be asked to make a formal presentation of their proposal to the Review Team and/or the City Council. Final decision regarding acceptance of any proposal shall rest with the Columbia City Council.

5.2 PROCESS FOR EVALUATION

The Review Team will consider for the following items in selecting a Developer for the March-Heibel Building:

1. Proposals that indicate an understanding of the RFP and subsequent accurate response.
2. Developer's ability to finance and complete the project within a reasonable time frame.
3. Proposals that best demonstrate an exterior renovation consistent with the building's historical attributes and appearance.
4. Proposals that are best able to provide uses of the building that compliment and enhance the neighborhood and community at-large and tap into the spirit of revitalization demonstrated by nearby projects.
5. The City reserves the right to select the proposal which best suits its needs. The City also reserves the right to reject all proposals or waive informalities.

PART VI – DEVELOPMENT AGREEMENT

6.1 DEVELOPMENT AGREEMENT

Once a Developer has been selected, the respondent will make a good faith effort to enter into a Development Agreement with the City of Columbia to redevelop the property. A

Memorandum of Understanding, Predevelopment Agreement or other such “early start” agreements will be negotiated as needed to enable the selected Developer to complete all necessary pre-development activities. The Agreement, setting out the rights and responsibilities of the parties, will deal with the basic business arrangements between the Developer and the City of Columbia, establishing the agreed-upon project schedule and the resource and investment commitments by both parties. In general terms, the Developer will be responsible for the design, re-construction, marketing and equity and debt financing of any elements of the building and the site to be developed.

The Development Agreement will provide the detailed requirements, responsibilities and obligations of both parties including, but not limited to compliance with all relevant local and federal regulations. The Development Agreement will also include provision related to design, plans, specifications, re-construction and schedule.

6.2 TERMS AND CONDITIONS

The City of Columbia reserves the right, as a pre-condition for any Developer to be considered for selection, to require additional information relating to the Developer and their submission, to verify any information from third parties and receive such additional information regarding the Developer, its directors, officers, shareholders/owners and any other individual associated with a submission as the City of Columbia may require.

6.3 DEVELOPER’S RESPONSIBILITIES

All costs and expenses incurred by Developers relating to their submissions will be borne by the Developers. The City of Columbia is not liable to pay such costs and expenses, or to reimburse or compensate Developers under any circumstances, including the rejection of any or all submissions or the issuance of a subsequent RFP, or the request for additional information, if any.

Any information received by the Developer relating to the submission, gained through the RFP process or otherwise, is to be treated in strict confidence. Developers must not disclose any details pertaining to their submission and the selection process in whole or in part to anyone not specifically involved in their submission, unless written consent is secured from the City of Columbia prior to such disclosure. In particular, Developers shall not issue a news release, or other public announcement, pertaining to details of their submission or the selection process without the prior written approval of the City of Columbia

6.3A COMMENCEMENT AND COMPLETION OF CONSTRUCTION OF IMPROVEMENTS

Developer agrees for itself, its successors and assigns and every successor in interest to the Property or any part thereof, that Developer, its successors and assigns shall promptly begin and diligently complete the development of the Property through the construction of the Improvements referred to in Section 3 and that the construction of the Improvements shall in any event be begun within two years of the date of the Deed and shall be completed within the timeframe for construction as submitted in the developer’s

proposal. It is intended and agreed, that these agreements and covenants shall be covenants running with the land and binding for the benefit of the community and the City and enforceable by the City against Developer and its successors and assigns to or of the Property or any part thereof or any interests therein.

6.3B ENFORCED DELAY IN PERFORMANCE

Neither the City nor the Developer, nor any successor in interest, shall be considered in breach of, or default in, its obligations with respect to the preparation of the Property for development or the commencement and completion of the Improvements, in the event of enforced delay in the performance of such obligations due to unforeseeable causes beyond its control and without its fault or negligence. The time for the performance of the obligations shall be extended for the period of the enforced delay, as determined by the City, if the party seeking the extension shall request it in writing of the other party within ten (10) days after the beginning of the enforced delay.

6.4 REQUEST FOR PROPOSAL PROCESS

1. All proposed uses for the Heibel-March project shall adhere to the following general principles and guidelines:
2. The building is being offered in its "as is" condition. City makes no warranties as to the condition or habitability of the building.
3. Any transfer of ownership of the building is exclusive of the real property on which it is located. City will retain ownership of the land, but is willing to negotiate a long term lease.
4. Renovation and operation of the building is to be accomplished at no expense to the City.
5. Property is zoned CP. No on-site parking is available. Limited on-street parking exists.
6. Renovation must comply with all City codes, regulations, and rules, as well as all applicable federal, state, and city laws.
7. Proposed renovation of the structure must maintain the historic integrity of the building's exterior. It is anticipated that proposed restoration plans for the building will be required to be reviewed and approved by the City's Historic Preservation Commission, the Planning and Zoning Commission, and the City Council. Considerable flexibility will be allowed in the development of interior floor plans to meet the specific needs of the applicant.
8. Use of the facility must be compatible with the use of the adjacent park property, the Field Elementary School, and other surrounding neighborhood properties. It

is anticipated that a wide variety of commercial and office uses could potentially meet this requirement, however uses such as liquor sales, adult entertainment, etc., will not be considered.

9. Transfer of ownership of the building shall be contingent upon the successful renovation and operation of the building. Should the renovation not be completed within a reasonable amount of time, ownership of the structure shall revert to the City.
10. The City reserves the right to consider any, none, or all of the submissions; to accept submissions in whole or in part; to discuss different or additional terms to those envisioned in this RFP or in any submission; to amend or modify any term of this RFP; and/or to elect not to proceed with any project. The City may cancel or invalidate this RFP and may issue a subsequent RFP.
11. The City makes no representation or warranty as to the accuracy or completeness of any information provided by it, including without limitation this RFP.
12. After the selection of the preferred Developer(s) in question and, as part of that negotiation, to negotiate changes, amendments or modifications to their submission, without offering other Developers the opportunity to amend their prior submissions.
13. This RFP does not constitute an offer, promise or commitment of any kind by the City and the City shall not be bound by any provision of this RFP in negotiation agreements with selected Developers. Not until written agreement(s) with the successful Developer(s) have been entered into shall there be a binding agreement between the City and the successful Developer(s).
14. The City reserves the right to publicly disseminate information contained in any submission, except that information the Developer declares confidential and the City determines is confidential to the extent permitted by law. Any and all submissions shall become the property of the City and shall not be returned. The City shall not be required to compensate the Developers if the City uses any ideas, drawings or designs which are obtained by the City from its internal resources or their parties, but which are also presented in the submissions received.
15. The City may, at any time, make public the names of Developers.
16. The City reserves the right to select the proposal which best suits its needs, negotiating with the lowest and most responsive, responsible bidder for final cost; and also reserves the right to reject all proposals or waive informalities.
17. The City shall cause to be inserted in the Contract a stipulation to the effect that not less than the prevailing hourly rate of wages, as found by the Missouri

Division of Labor Standards shall be paid to all workers performing work under this Contract.

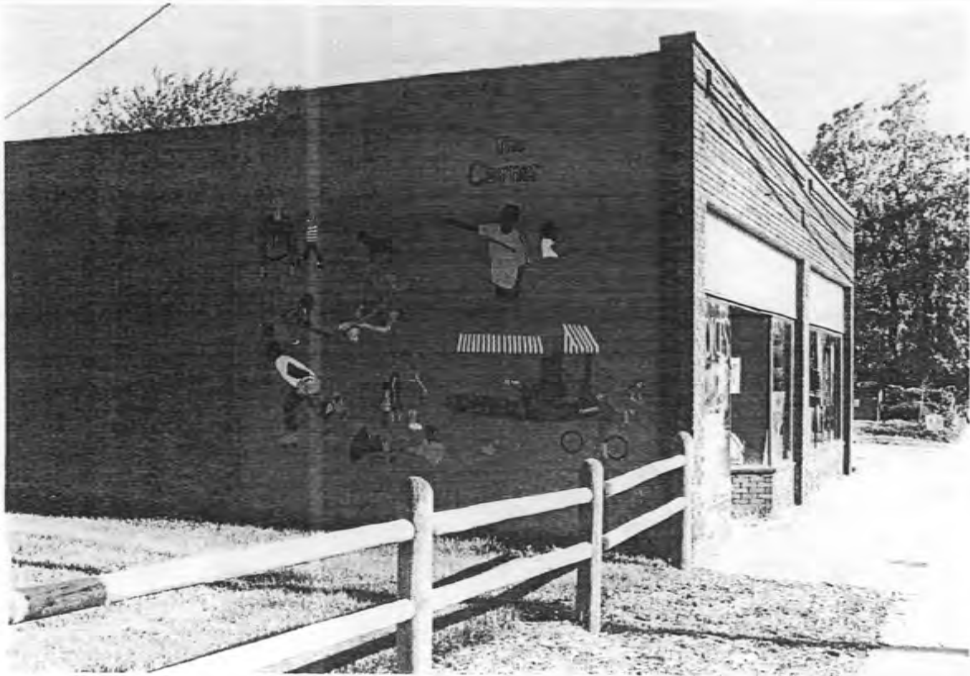
PART VII – NON-DISCRIMINATION

7.1 NON-DISCRIMINATION

The City of Columbia does not discriminate on the basis of race, color, creed, national origin, age, handicap, sex or sexual orientation. Complaints may be filed with the City of Columbia Human Rights Commission,

PART VIII - ATTACHMENTS

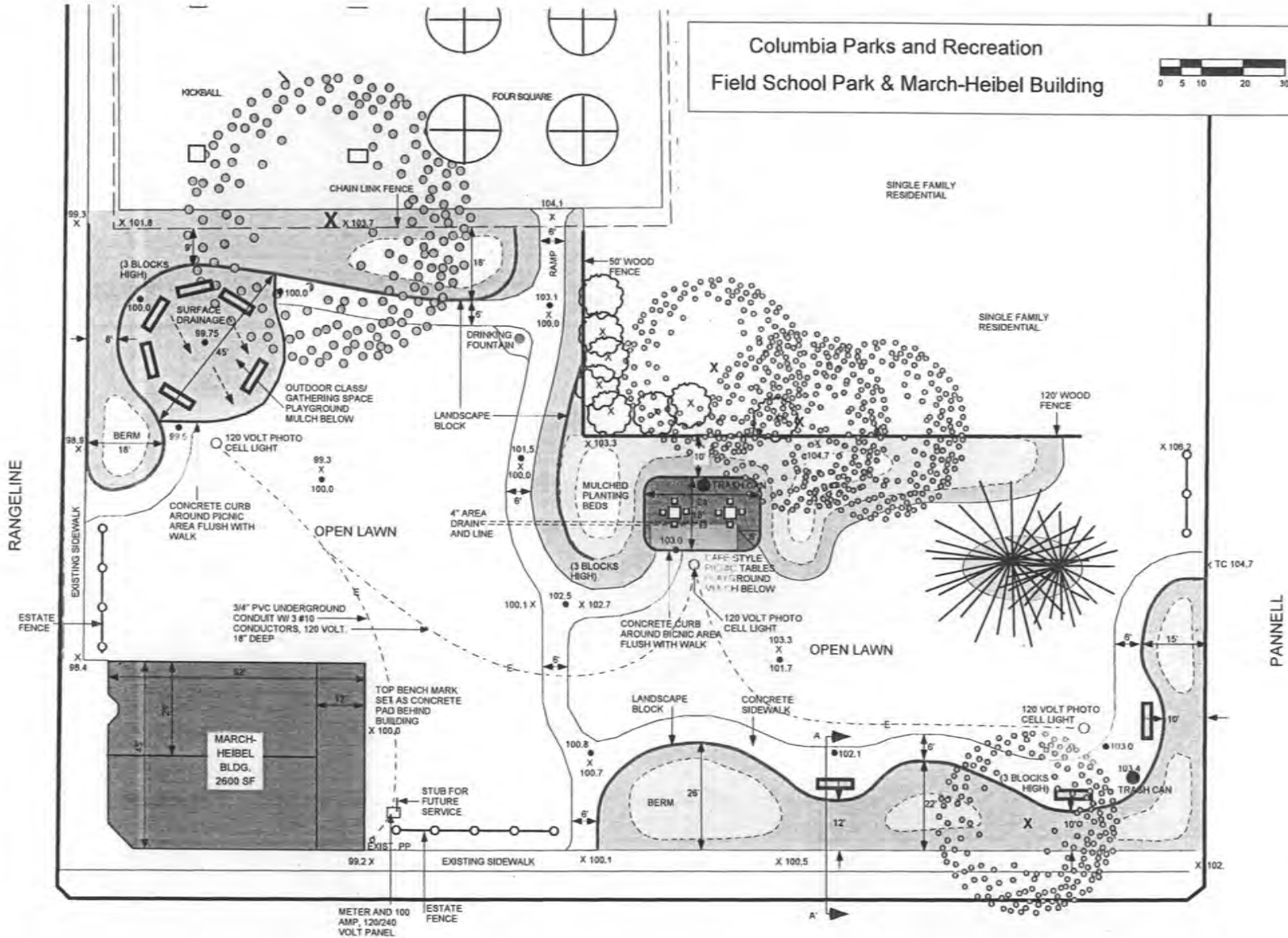




Columbia Parks and Recreation
 Field School Park & March-Heibel Building



North
 10/8/08 MSS



WILKES

STREET LIGHTS

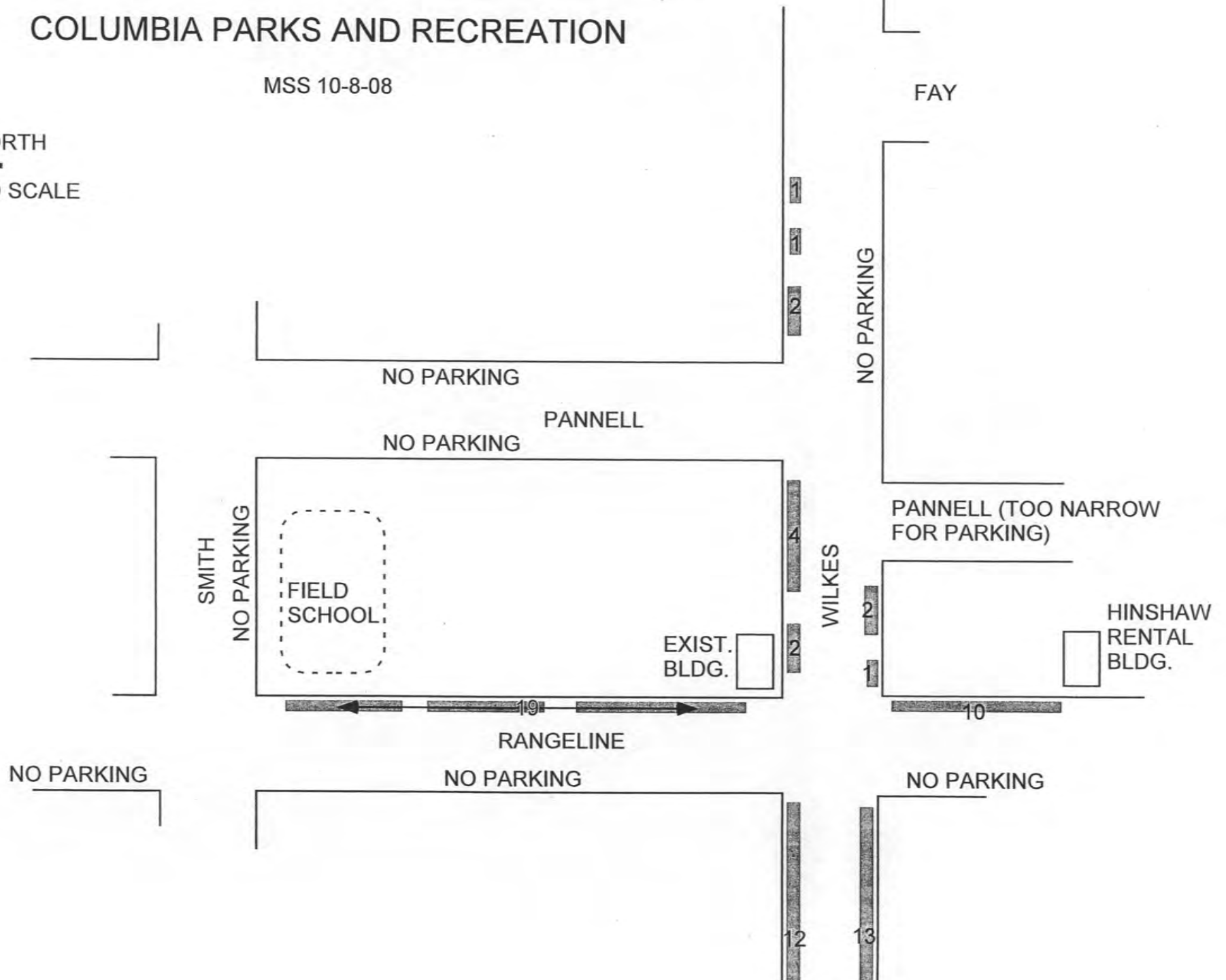
STREET LIGHTS



PARKING STUDY FOR MARCH-HEIBEL BUILDING COLUMBIA PARKS AND RECREATION

MSS 10-8-08

NORTH
←
NO SCALE



Source

Mike Hood

TO: City Council
FROM: City Manager and Staff
DATE: September 5, 2008
RE: March-Heibel Building Agreement

Summary: The purpose of this report is to advise the Council that, in staff's opinion, the City's agreement (copy attached) with Central Missouri Community Action (CMCA) for the renovation and use of the Heibel-March Building located on the corner of Rangeline and Wilkes will officially expire on September 19, 2008. A representative of the Corner Renovation Project, as this project was known, advised the Council at the March 17th Council meeting that efforts to renovate the building were being suspended and that the recently awarded tax credits for the project were being returned to the Missouri Department of Economic Development (see attached minutes). In the absence of tax credits, the existing agreement specifies that the renovation is to be completed by September 19, 2008, or the agreement expires.

Fiscal Impact

YES

NO X

Other Info.

Upon expiration of the agreement, the lease of the land on which the building sits is terminated and title to the building is to be transferred back to the City. At this time, the City has not identified a specific use for the building. Renovations estimated to cost between \$200,000 and \$250,000 are needed before the building can be occupied. The City's Historic Preservation Commission has designated the building as a notable historic property. Preliminary discussions with the Commission regarding the future of the building have occurred, but no concrete proposal has been forthcoming.

Staff is recommending that the actions necessary to transfer title of the building back to the City be initiated. Council should also direct staff as to how they wish to proceed in determining the building's future. One option could be to direct staff to prepare a more in-depth report on possible alternatives for either use or demolition of the structure.

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 original agreement has been amended twice,

that once the building is renovated, it was to be used as a community center for neighborhood groups, school programs, and other public events.

Unfortunately efforts by CMCA and the Neighborhood Association to raise the necessary funds to complete the project have been unsuccessful, and in March of 2008 it was announced that renovation efforts were being suspended. With no further efforts being made in regard to the renovation, the agreement will expire on September 19, 2008. At that point, the lease of the land to CMCA will terminate, and title to the building is to be transferred back to the City.

Future use of both the building and the land on which it sits is currently undetermined. During the initial planning of Field Neighborhood Park in 1999 and 2000, Park and Recreation Department staff recommended that the building be demolished and a large attractive landscape bed be placed on the corner where the building now sits. The concept was that the park and landscape area would serve as an entryway into both the Columbia College campus and Downtown Columbia for those traveling Rangeline from the north. That recommendation was not approved when the Neighborhood Association strongly favored the concept of using the building as a neighborhood center.

In 2005, the City's Historic Preservation Commission named the building as one of that year's 10 notable historic properties within the City. Significant interest has since developed in preserving the building as an historic property, and when the CMCA announced that their efforts with regard to renovating the building were ceasing, the Commission did initiate some discussions as to possible alternatives for raising the necessary funds to preserve the building. To date, no concrete proposals have been forthcoming. The costs for such a renovation is estimated to be between \$200,000 and \$250,000

At this time staff believes that the City should initiate the necessary actions to transfer ownership of the building back to the City. At the same time, the Council may wish to direct staff as to what, if any, further actions should be taken. One option would be to direct staff to prepare a more in-depth report on what alternatives for use of the building, including demolition, should be considered by the City

Suggested Council Action: Accept this report. Direct staff to initiate the necessary actions required to transfer title of the building back to the City. Provide staff with direction as to how the Council would like to proceed in determining the future of the building.