

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter "MOU") is entered into on the date of the last signatory noted below (hereinafter "Effective Date") by and between the City of Columbia, Missouri, a municipal corporation (hereinafter "City"), and the Downtown Community Improvement District (hereinafter "Downtown CID").

RECITALS

- A. City owns an approximately 80.04-foot by 131-foot lot located at the southeast corner of Providence Road and Broadway with the intent to coordinate efforts with the Downtown CID to construct a Gateway Plaza.
- B. The Downtown CID is a Missouri 501C(6) political subdivision established for the purposes to:
 - 1. Form and govern the Downtown CID in accordance with the Act and the revised statutes of the State of Missouri;
 - 2. Provide or cause to be provided, for the benefit of the Downtown CID, certain improvements and services;
 - 3. Obtain financing for the costs, expenditures and undertakings of the Downtown CID;
 - 4. To levy and collect the authorized funding mechanisms authorized by the Act in order to provide a source of repayment for Downtown CID obligations issued to finance the Downtown CID Projects;
 - 5. To complete the tasks stated in the Petition; and
 - 6. Such other purposes as are authorized by the Act.
- C. The Downtown CID proposes to raise funds for the construction of the Gateway Plaza to occupy the SE corner of Providence Road and Broadway.
- D. City proposes to assume all maintenance costs associated with the site.
- E. The attached "Downtown Gateway Plaza" plan including the design of the Plaza is provided only as a reference for fundraising goals and is subject to future revisions by the Downtown CID, City staff and City Council. The determination of the final plans will follow the standard City of Columbia process for all capital improvement projects. It is estimated that the final master plan will be presented to City Council for approval in the fall of 2019.

UNDERSTANDING OF THE PARTIES

NOW, THEREFORE, the parties propose the following:

1. *Purpose.* The purpose of this Memorandum of Understanding is to set forth the general expectations of City and Downtown CID in order to enter into good faith negotiations with respect to the development and subsequent operation of the Gateway Plaza on such terms and conditions as may be acceptable to City and Downtown CID.
2. *Non-Binding Memorandum of Understanding.* This MOU evidences the intention and desire of City and Downtown CID to commit their time and financial resources to negotiate in good faith towards the development of the Gateway Plaza as generally described herein. This MOU is not a binding agreement upon City or Downtown CID. The legal agreements reflecting the Project shall be set forth in definitive agreements subsequently negotiated, authorized and entered into by City and The Downtown CID. Either City or Downtown CID shall have the ability to terminate such negotiations at any time. Each party shall bear its own expenses in connection with the negotiation of such definitive agreements.
3. *Downtown CID Fundraising.* The Downtown CID intends to raise funds towards the construction of the Gateway Plaza in the amount of up to one million dollars (\$1,000,000.00) for Phase I of the project.
4. *Naming Opportunities.* The parties may provide in the final agreement for the Downtown CID to be able to name specific areas of the Gateway Plaza after principal donors, subject to approval of the City.
5. *The Gateway Plaza Design Considerations and Requirements.* In the intent of the parties for the Gateway Plaza to follow the general intent of the final master plan for the Site. The Gateway Plaza will have an exterior look that will be complimentary to the Site, and other facilities surrounding the area and will be subject to the approval of City. The Gateway Plaza design will be coordinated with the City and is subject to final approval by the City Council. The Gateway Plaza shall be fully ADA accessible. All signage shall comply with City code and will be subject to review and approval of City. The final design shall provide adequate infrastructure, such as landscaping and a storm water detention pond or comparable storm water facilities approved by City. The Downtown CID is aware of and will accommodate the right turn lane from Providence to Broadway as planned by MoDOT.
6. *Construction of the Site.* It is the intent of the parties that, contingent upon the City Council's authorization for the construction of the Park and the Gateway Plaza following the public improvement process set forth in the City of Columbia

Code of Ordinances and upon the appropriation of funds for the project, the City of Columbia will be responsible for the construction phase of the Site, landscaping, and all related hardscape and infrastructure needs, such as walkways, parking lots, lights, playgrounds, etc. City may work with The Downtown CID on projects where volunteer or donated labor and materials are viable options. The City will be responsible for the construction of the Plaza in cooperation of the Downtown CID when appropriate. City anticipates it will assist with utility relocation and site preparation with the Downtown CID where possible, including also providing site schematics, facility guidance, and general knowledge.

7. *Appointments to Mayor's Task Force on Bicentennial Celebration Planning.* In furtherance of the goals of this MOU, the Downtown CID will have two (2) representatives appointed to the City of Columbia's Mayor's Task Force on Bicentennial Celebration Planning, which will be executive director Katie Essing and board member Debbie Sheals.
8. *Operation of the Site.* It is the intent of the parties that the Site will be owned and maintained by City.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have set their hands and seals as of the day and year written below to this MOU.

CITY OF COLUMBIA, MISSOURI

By: _____
Mike Matthes, City Manager

Date: _____

ATTEST:

By: _____
Sheela Amin, City Clerk

APPROVED AS TO FORM:

By: _____
Nancy Thompson, City Counselor

Downtown Community Improvement District

By: _____
Katie Essing, Executive Director

Date: _____

By: _____
Michael McClung, Board President

Date: _____

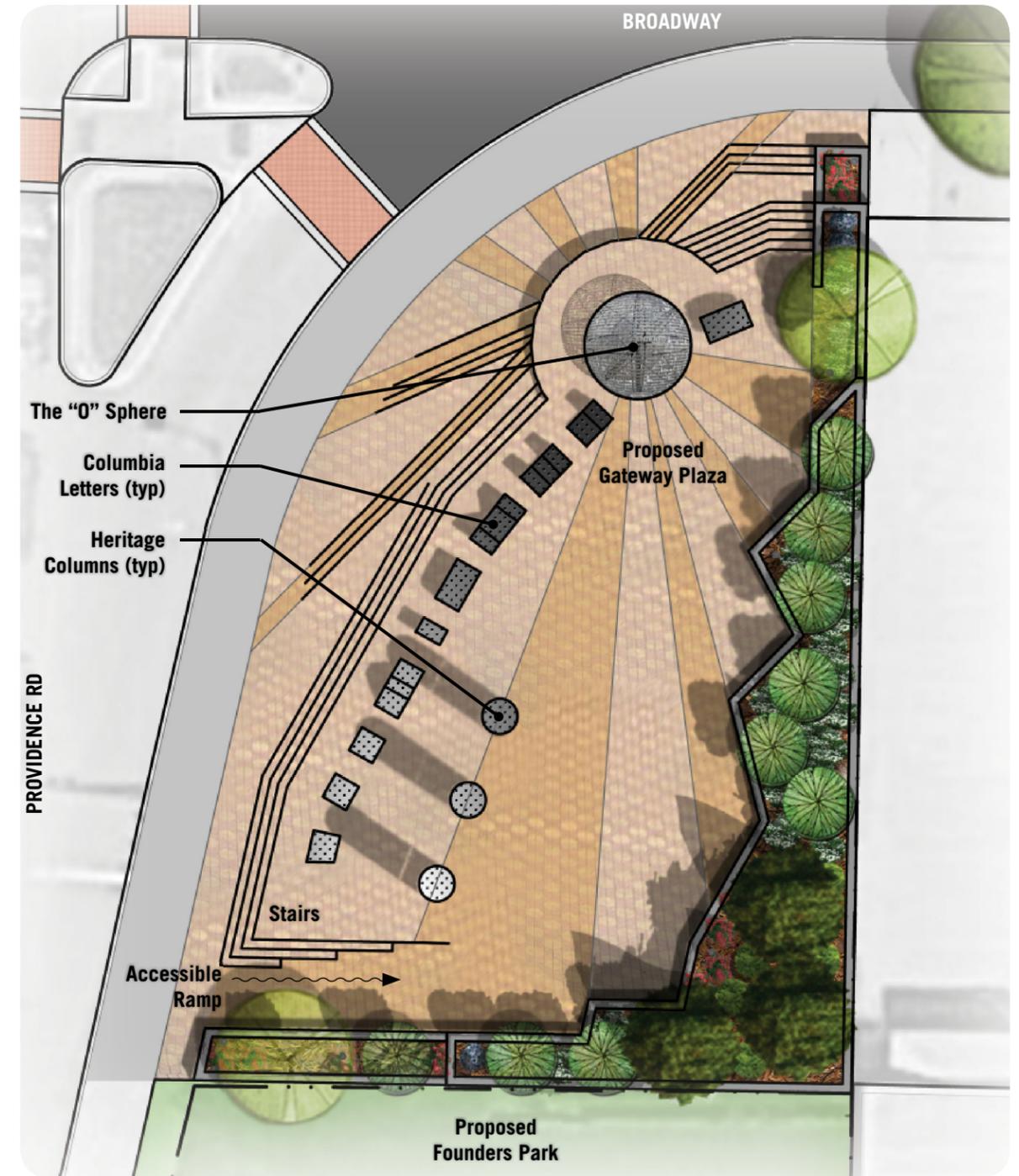
COLUMBIA GATEWAY PLAZA



COLUMBIA GATEWAY PLAZA AND ADJACENT CONTEXT SITE PLAN



COLUMBIA GATEWAY PLAZA DAY TIME PERSPECTIVE FROM BROADWAY CROSSWALK

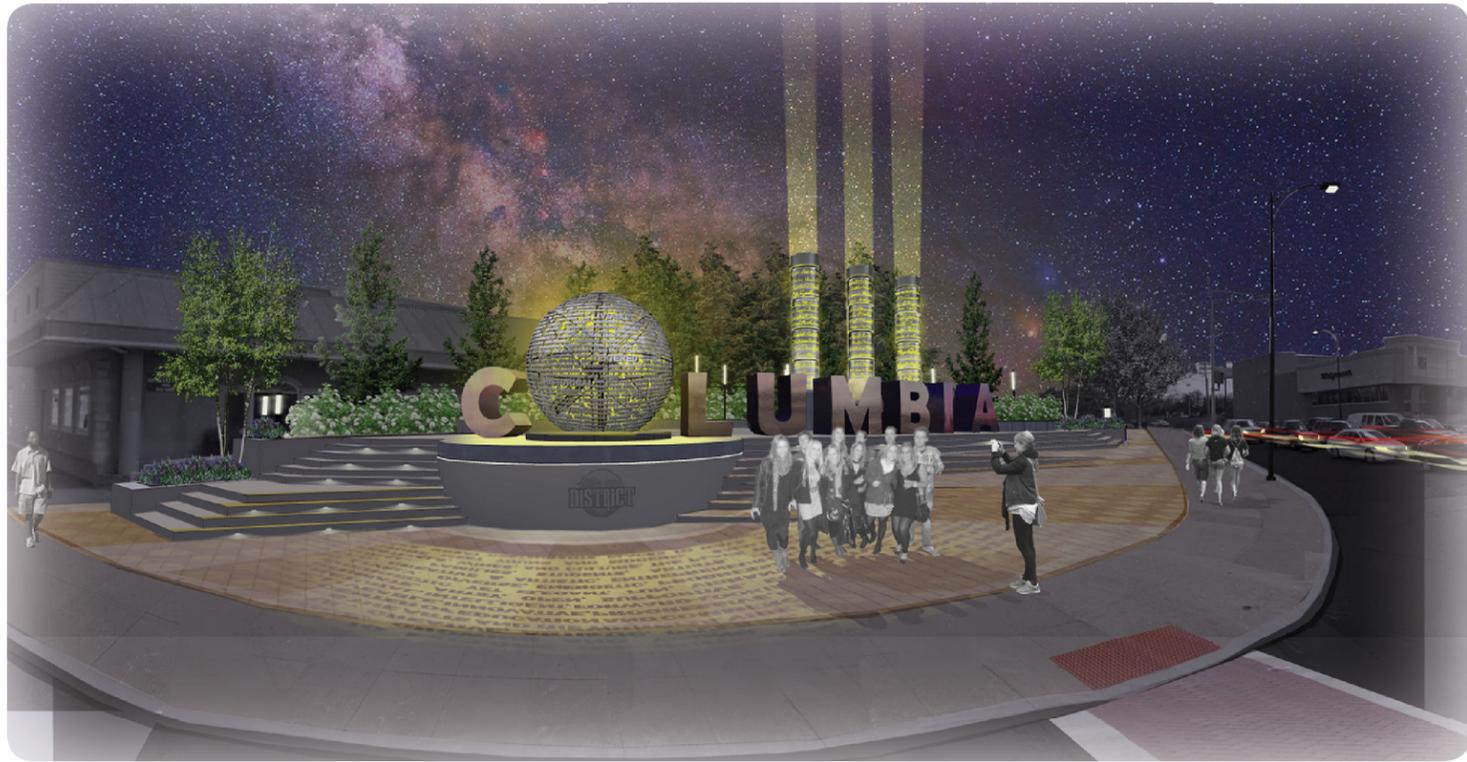


COLUMBIA GATEWAY PLAZA SITE PLAN

The Columbia Gateway Plaza will also serve as the gateway into downtown and the north entrance to the proposed Founders Park. The plaza and park will enhance the visitor experience to the existing Flat Branch Park and Trailhead.

Key design elements of Columbia Gateway Plaza include:

- Signature sculpture of the letters COLUMBIA.
- Heritage columns which reflect the history of prominent citizens of the City and the State of Missouri.
- Interpretive plaques telling the story of Columbia's founding and 200 year history.
- Accessible ramps, seating, landscaping and lighting to create a comfortable public place.



COLUMBIA GATEWAY PLAZA NIGHT TIME PERSPECTIVE FROM BROADWAY CROSSWALK



GATEWAY PLAZA: PHASE ONE

Phase one elements would include:

- Columbia Letters
- Sod
- The "O" Sphere
- Earthwork
- Utilities

Estimated Cost Phase One: **\$635,000**



WRITING YOUR OWN HISTORY AT THE PLAZA



CELEBRATING LIFE MILESTONES AT THE PLAZA

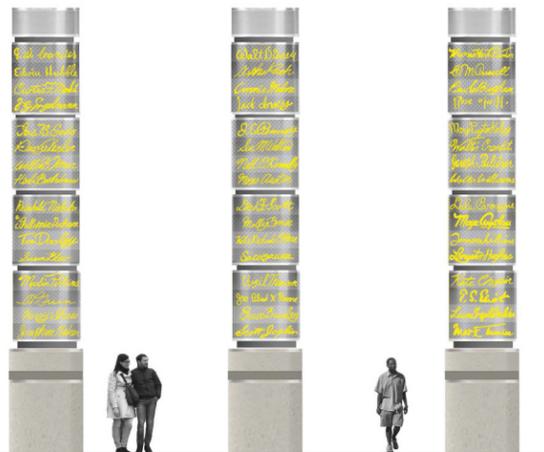


GATEWAY PLAZA: PHASE TWO

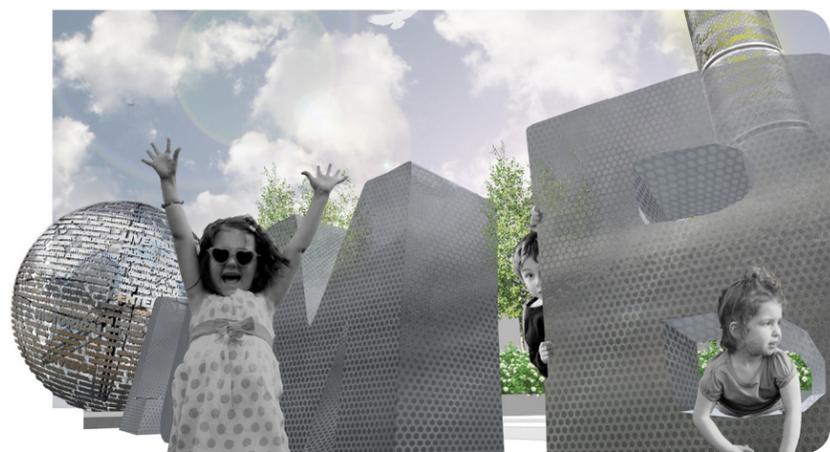
Phase two elements would include:

- Heritage Columns
- Plaza Pavement
- Landscaping
- Interpretive Plaques
- Steps and retaining walls
- Site Lighting

Estimated Cost Phase Two: **\$2,125,000**



HERITAGE COLUMNS ELEVATION



FAMILY FUN AT THE PLAZA