

January 25, 2018

TO: Bill Cantin, Office of Neighborhood Services

FROM: 27 named individuals who have signed the attached By-Laws and who own 123 properties within boundaries defined on attached application

RE: Application for Neighborhood Association status (ECTNA: East Campus Traditional Neighborhood Association)

Dear Mr. Cantin:

Please accept this letter and the attached By-Laws as our application for City approval for the *East Campus Traditional Neighborhood Association*. We have reviewed the City's requirements regarding the organization and approval of our neighborhood association and have followed the recommended procedures. Our attached By-Laws follow the city's template.

Below are responses to the five recommended procedures identified in the document "Neighborhood Organization Program."

1. Logical boundaries: Please see attached By-Laws for details. The *approximate boundaries* are from the north border on Broadway to the south border on Bouchelle and from the west border on S. College Avenue to the east border including the rear lot lines of Ann Street.
2. Purpose & Reasons for Organizing:
The purpose of the East Campus Traditional Neighborhood Association (ECTNA) is to facilitate communication among members and between members and the City of Columbia; and to identify, consider, and take appropriate action on matters of neighborhood concern.
Reasons for Organizing:
 - a. To receive notification from City staff of pending zoning and subdivision applications in or near our neighborhood. This information has NOT been shared with us by the existing East Campus Neighborhood Association (ECNA).
 - b. To receive notification of city-initiated projects within our neighborhood and descriptions of how our input can be heard. This information has NOT been shared with us by the existing ECNA.
 - c. To be advisory to the City in matters affecting development in our neighborhood. When ECNA has acted in this capacity they have NOT sought our input. We typically know nothing of their actions, and they often work at odds with our interests/needs.
 - d. To seek funding of neighborhood projects for inclusion in the City's annual budget and, when appropriate and available, to seek federal funding for housing and/or public improvements. When ECNA has acted in this capacity they have NOT sought our input nor informed us when funding has been received. We typically know nothing of their actions, and they often work at odds with our interests/needs.

- e. To retain for ECTNA the designation East Campus Urban Conservation District UC-O (urban conservation overlay) as approved and noted in the Columbia, MO Code of Ordinances section 29-2.3(a) (3) (ii).
 - i. The boundaries of ECTNA shall constitute our neighborhood, shall encompass a portion of the existing East Campus Conservation District UC-O, and are defined in By-Laws included in this document.
 - ii. We see no need to amend the existing East Campus Urban Conservation District UC-O with the approval of this application. The boundaries of what would become two neighborhoods would encompass two distinct areas of the East Campus Urban Conservation District UC-O.
 - 1. The ECTNA will have unique boundaries encompassing a portion of the existing UC-O.
 - 2. ECNA will have its unique boundaries within a portion of the existing UC-O.
 - 3. Cliff Drive will serve as the easternmost dividing line between what will become our two neighborhoods.
 - 4. Each neighborhood will claim the oversight of the UC-O in its own designated neighborhood association.
- f. To become a unique and **separate** Neighborhood Association in order that our perspectives, needs, and talents are properly recognized and represented. **We refer to our group as ECTNA although we are not yet recognized by the City.**
 - i. Approximately ninety-five percent (95%) of our proposed neighborhood consists of properties owned by landlords (non-resident owners) who have distinct and unique interests, needs, and talents that are substantially different from those represented/promoted by ECNA.
 - ii. More than fifty percent (50%) of ALL ECNA properties that exist within the current ECNA boundaries are landlord-owned and managed, yet we have not had a voice in the ECNA decision-making procedures for over four decades. Their decisions/actions are often at odds with our interests.
- g. The ECNA, within which our boundaries fall, does NOT represent our interests. There is a long history, of which city employees are familiar, of disputes and animosity between our members and theirs, and between our interests and theirs. Documentation regarding our differences and disputes has been provided both in writing (see **attached** letter to Tim Teddy and Leigh Kottwitz dated 9/11/17 as one example), at scheduled meetings with city staff, and at City Council hearings regarding the UDC.
 - i. In April 2017 members of ECTNA attended the ECNA picnic and attempted to pay membership dues. The treasurer accepted payments, but only one of those individuals was informed that he was accepted as a member. Others paid fees either for an individual membership (for ONE property owned within ECNA boundaries) or for multiple properties owned within the neighborhood. Funds were held for months before people were informed whether they were accepted as members. When their attorney ultimately sent out emails to inform

several of us that our multiple applications were denied, the ECNA did NOT return the funds to us for the other properties that we had hoped to have recognized. ECNA still has not returned those funds.

1. Our ECTNA representatives outnumbered the ECNA members at that picnic. If our memberships had been accepted (with each parcel eligible for one vote) we would have had more votes than their representatives and could have outvoted them. (A transcript of conversations and a video-tape is available to document these claims.) Their president, however, announced that the meeting was cancelled.
 2. Following that picnic a member of ECNA took it upon himself to suggest in a *Columbia Tribune* editorial posted May 16, 2017 that landlords will turn his lovely neighborhood into a "slum warren" and implied that one of our representatives practiced "terror tactics" during their "graciously hosted" party. Mr. Wallace emphasized that he teaches a course entitled "Terrorism and Conflict Resolution," thus, "I use the term advisedly." His letter (**attached**) serves as an example of our dysfunctional relationship.
 3. There has been a long history of ECNA avoiding and discouraging our involvement as well as making public disparaging remarks about landlords. Multiple meetings have been announced on their web page and then cancelled or moved to undisclosed locations. We are left uninformed and unable to vote. Regarding our non-representation and lack of voice, ECNA recently allowed one landlord to serve on its board, the first time since its inception. On issues where landlords and resident owners disagree he will obviously be outvoted. Just last week he was asked to leave a board meeting so that the *executive committee* could meet in private. He was left without knowledge of the issues and certainly without a vote if one was taken.
- ii. The ECNA took action against a fraternity and acquired \$100,000 from that fraternity in exchange for the promise that they would not object to a variance regarding the height of a building constructed on South College Avenue. ECNA representatives spoke as if they represented the entire neighborhood. The ECNA leadership did NOT inform any of our members of their actions nor did they seek our opinions. (The phrase, "**OUR**" members refers to individuals who have signed the ECTNA By-Laws and are non-resident property owners within the boundaries of ECNA, many of whom are simultaneously paid members of the current ECNA.) ECNA does NOT represent our collective perspective on the matter. We have no knowledge of how they are spending the funds they received or if they are abiding by the terms of the agreement with the fraternity, yet many of us are dues-paying members of that association.

- iii. The ECNA took legal action against one of our members (ECTNA member) and used funds from its account (evidently from the funds provided from the aforementioned fraternity) to pay for legal expenses. The individual against whom they took action is a long-term, paid-up member of ECNA. To recap: ECNA representatives took legal action against their own member and did not notify the membership of the organization of that action or the resulting legal expenses. Such behaviors/actions are indications of the ECNA leadership's egregious abuse of position/power.
 - iv. We recently learned that an ECNA member has been circulating a petition within the neighborhood that would disallow voting privileges to any landlord/non-resident property owner within the ECNA boundaries.
 - h. Other disputes/differences of opinion abound. It does not seem necessary to provide an ever-growing litany of such disputes. Suffice it to say that we need our own organization.
3. We have contacted the Office of Neighborhood Services for assistance, were provided with information described in the bulletin *Neighborhood Organization Program*, and have followed the guidelines to participate in the City of Columbia's Neighborhood Organization Program.
4. Organizational Meetings:
- a. Prospective officers of the ECTNA notified the leadership of ECNA of two scheduled meetings to be held at City Hall on October 11 and 25, 2017. The ECNA president was asked to inform her members of the meetings and to encourage attendance. The president did inform the ECNA members of the meeting but insisted that the meeting was inappropriately described, suggesting that it was a ruse, and strongly suggested that members should not attend. The ECTNA invitation indicated that Tim Teddy would "facilitate" the meeting; in fact, Mr. Teddy merely stated that he would attend. The purpose, however, was to invite ECNA members to meet with non-resident property owners whose properties fall within their boundaries and to discuss options regarding whether the two "entities" (residents and landlords) should attempt to co-exist, whether ECTNA members believed that ECNA could conceivably represent their positions, or whether the entities should split up, resulting in two distinct neighborhoods. The straw vote taken was to split up the two entities.
 - b. "Members" of ECTNA have been meeting regularly (almost weekly) for over a year. The objectives of our organization (See Purpose & Reasons for Organizing) are provided above and have been approved/adopted by our members. Officers have been elected, By-Laws adopted, and scheduled meetings have been planned.

We believe that we have a valid reason to request a separate Neighborhood Association and not remain within the control or boundaries of the existing ECNA. We also believe that a separation would benefit individuals who reside in the neighborhood that is located primarily east of Cliff Drive. The residences in that area are predominantly resident-owned properties that have their own unique set of needs and interests.

We look forward to working with the City to make this request a reality. If there is anything we can do to strengthen our application, we seek your guidance in that matter.

Thank you for your time and consideration,

Bonnie Zelenak

Wendy Kvam

Laura Eggeman

Mel C Zelenak



Representatives of ECTNA